3) 2d

Submitted by / Return to:

City of West Chicago
475 Main Street
West Chicago, IL 60185

FRED BUCHOLZ
DUPAGE COUNTY RECORDER
JAN.09,2009 2:47 PM
PLAT 01-21-406-005
211 PAGES R2009-002980

(Reserved for Recorder's Use Only)

STATE OF ILLINOIS)
COUNTY OF DU PAGE)

CERTIFICATE

I, Nancy Smith, certify that I am the duly elected and acting City Clerk of the City of West Chicago, DuPage County, Illinois.

I further certify that on October 20, 2008 the Corporate Authorities of such municipality passed and approved Ordinance 08-O-0073 entitled:

AN ORDINANCE ANNEXING PROPERTY TO THE CITY OF WEST CHICAGO – ST. ANDREWS GOLF AND COUNTRY CLUB
Property Address: 3N441 Route 59, **WEST CHICAGO, ILLINOIS 60185**

Parcel #s 01-21-406-005, 01-22-301-026, 01-22-301-027, 01-28-207-002, & 01-27-100-001

Legal Description: PARCEL 1: A PART OF THE SOUTHEAST QUARTER OF SECTION OF 21, PART OF THE SOUTHWEST QUARTER OF SECTION 22, PART OF THE NORTHWEST QUARTER OF SECTION 27 AND PART OF THE NORTHEAST QUARTER OF SECTION 28, ALL IN TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS, MORE PARTICULLARLY DESCRIBED AS FOLLOWS:

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28, EXCEPT THAT PART OF ILLINOIS STATE ROUTE 59 RIGHT OF WAY, AS MONUMENTED AND OCCUPIED, PER DOCUMENT R94-044792.

ALSO, THE SOUTH 10.17 CHAINS OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 21, EXCEPT THAT PART OF ILLINOIS STATE ROUTE 59 RIGHT OF WAY, AS MONUMENT AND OCCUPIED, PER DOCUMENT R94-044792.

ALSO, PARCELS ONE AND TWO OF ST. ANDREWS ASSESEMENT PLAT, OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 22, PER DOCUMENT R92-011782.

ALSO, THE NORTHWEST QUARTER OF SAID SECTION 27, EXCEPT THE EAST 16 RODS FEET THEREOF, ALSO EXCEPTING THE SOUTH 310 FEET OF SAID NORTHWEST QUARTER (EXCEPT THE EAST 16 RODS THEREFROM), AND ALSO EXCEPTING THE WEST 310 FEET OF THE EAST 574 FEET, (EXCEPT THE NORTH 715 FEET AND THE SOUTH 310 THEREFROM).

PARCEL 2: THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF ILLINOIS STATE ROUTE 59 RIGHT OF WAY, AS MONUMENT AND OCCUPIED, PER DOCUMENT R94-044792, AND EXCEPT THE EAST 310 OF THE SOUTH 310 FEET OF SAID SOUTHEAST QUARTER QUARTER), IN DUPAGE COUNTY, ILLINOIS.

Copies of such ordinance are also available for public inspection upon request in the Office of the City Clerk.

Dated at West Chicago, Illinois, this 3rd day of November 2008.

Nancy M Smith

City Clerk, Nancy Smith

ORDINANCE NO. 08-O-0073

AN ORDINANCE ANNEXING PROPERTY TO THE CITY OF WEST CHICAGO – ST. ANDREWS GOLF AND COUNTRY CLUB

WHEREAS, there has been filed with the City Clerk of the City of West Chicago, DuPage County, Illinois, a Petition under oath requesting that the property described on Exhibit "A" attached hereto and made a part hereof be annexed to the City; and,

WHEREAS, said Petition was presented to the City on or about March 13, 2008, pursuant to the provisions of 65 ILCS 5/7-1-89, as amended; and,

WHEREAS, said petition has been signed by all of the owners of record and electors of the property heretofore legally described on Exhibit "A"; and,

WHEREAS, said property is not within the corporate limits of any municipality and portions thereof are contiguous to the corporate limits of the City of West Chicago; and,

WHEREAS, the statutes of the State of Illinois provide that upon the filing of such a Petition, the corporate authorities of the City of West Chicago may pass an ordinance annexing said territory to the city, if said ordinance is passed by a majority of the corporate authorities; and,

WHEREAS, all notices required by law have been given; and

WHEREAS, the City of West Chicago and the owners of record of the subject property did, on or about the 20th day of October 2008, enter into a certain second amendment to the Annexation Agreement, attached hereto as Exhibit "B" (the "SECOND AMENDMENT ANNEXATION AGREEMENT"); and,

WHEREAS, said SECOND AMENDMENT ANNEXATION AGREEMENT required the City to annex the property legally described therein and as legally described on Exhibit "A".

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of West Chicago, DuPage County, Illinois, in regular session assembled, as follows:

Section 1. That subject to the terms of the SECOND AMENDMENT ANNEXATION AGREEMENT, the property legally described on Exhibit "A" be and the same is hereby annexed to the City of West Chicago, DuPage County, Illinois, together with all adjacent streets and highways contiguous to said property, so that the new boundaries of the territory annexed shall extend to the far side of said adjacent streets and highways not within the corporate limits of any other municipality.

Section 2. That the City Clerk shall and is hereby authorized to file with the County Clerk of DuPage County and the Recorder of Deeds of DuPage County, certified copies of this Ordinance together with an accurate map of the territory annexed appended thereto.

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Section 3. That the City Clerk shall and is hereby authorized to file with the Executive Director of the DuPage County Board of Election Commissioners a certified copy of this Ordinance together with an accurate map of the territory annexed appended thereto.

Section 4. That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

Section 5. That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED this 20th day of October 2008.

Alderman L. Chassee	Aye	Alderman J. Beifuss	Aye
Alderman H.R. Monroe	Aye	Alderman J. Smith	Abstain
Alderman R. Radkiewicz	Aye	Alderman R. Pineda	Absent
Alderman S. Dimas	Aye	Alderman A. Murphy	Aye
Alderman G. Bunch	Aye	Alderman J. Gianforte	Aye
Alderman N. Connelly	Aye	Alderman R. Stout	Aye
Alderman N. Dzierzanowski	Aye	Alderman M. Fuesting	Aye
Mayor Kwasman			

APPROVED as to form: Peter K. Berg
City Attorney

APPROVED this 20th day of October 2008.

Mayor Michael B. Kwasman

ATTEST:
Nancy M. Smith
Nancy M. Smith, City Clerk

PUBLISHED: _____

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EXHIBIT "A"

ORDINANCE NO. 08-O-0073

LEGAL DESCRIPTION

PARCEL 1:
A PART OF THE SOUTHEAST QUARTER OF SECTION OF 21, PART OF THE SOUTHWEST QUARTER OF SECTION 22, PART OF THE NORTHWEST QUARTER OF SECTION 27 AND PART OF THE NORTHEAST QUARTER OF SECTION 28, ALL IN TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS, MORE PARTICULLARLY DESCRIBED AS FOLLOWS:

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28, EXCEPT THAT PART OF ILLINOIS STATE ROUTE 59 RIGHT OF WAY, AS MONUMENTED AND OCCUPIED, PER DOCUMENT R94-044792.

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PARCEL 2:
THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF ILLINOIS STATE ROUTE 59 RIGHT OF WAY, AS MONUMENT AND OCCUPIED, PER DOCUMENT R94-044792, AND EXCEPT THE EAST 310 OF THE SOUTH 310 FEET OF SAID SOUTHEAST QUARTER QUARTER), IN DUPAGE COUNTY, ILLINOIS.

P.I.N.'s: 01-21-406-005, 01-22-301-026, 01-22-306-027, 01-27-100-001 and 01-28-207-002

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EXHIBIT "B"

ORDINANCE NO. 08-O-0073

(attach Annexation Agreement here)

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DRAFTED ON 9/29/08

THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

City of West Chicago
475 Main Street
West Chicago, IL 60185

For Recorder's Use Only

SECOND AMENDMENT TO ANNEXATION AGREEMENT

THIS SECOND AMENDMENT TO ANNEXATION AGREEMENT (the "**SECOND AMENDMENT**"), made and entered into this 20th day of October, 2008, by and between the CITY OF WEST CHICAGO, DuPage County, Illinois, a municipal corporation (hereinafter referred to as the "**CITY**"), ST. ANDREWS GOLF AND COUNTRY CLUB, INC., f/k/a DUPAGE GOLF PROPERTIES, INC., HINCKLEY FORE LLC AND THE GERARD J. HINCKLEY AND MARIANNE HINCKLEY TRUST DATED OCTOBER 17, 2005 (hereinafter referred to as the "**OWNERS**") (the CITY and the OWNERS are sometimes hereinafter collectively referred to as the "**PARTIES**").

WITNESSETH:

WHEREAS, the PARTIES and their Predecessor's are PARTIES to a certain Annexation Agreement (the "**ANNEXATION AGREEMENT**") dated October 21, 1991, relating to the property legally described on Exhibit "A" attached hereto and incorporated herein (the "**ORIGINAL PROPERTY**"), containing approximately forty-one (41) acres as to which the OWNERS are the OWNERS of record; and

WHEREAS, the PARTIES and their predecessor's are PARTIES to a certain First Amendment to Annexation Agreement (the "**FIRST AMENDMENT**') dated July 24, 1995, relating to the property legally described on Exhibit "B" attached hereto and incorporated herein (the "**FIRST ADDITIONAL PROPERTY**") containing approximately 28 acres; and

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WHEREAS, the OWNERS are the owners of record of certain property, adjacent and contiguous to the ORIGINAL PROPERTY and FIRST ADDITIONAL PROPERTY, which is legally described on Exhibit "C" attached hereto and incorporated herein (the "**SECOND ADDITIONAL PROPERTY**"), containing approximately 233.7 acres (the ORIGINAL PROPERTY, FIRST ADDITIONAL PROPERTY, and SECOND ADDITIONAL PROPERTY are sometimes collectively referred to as the "**SUBJECT REALTY**"); and

WHEREAS, St. Andrews Golf and Country Club (hereinafter referred to as "**St. Andrews**") has been operated as a golf course for more than eighty (80) years within the SUBJECT REALTY. The operations of St. Andrews have included the golf course, lighted golf driving range, accessory parking, pro shops, restaurants and snack shops serving liquor by the drink and related facilities. The facilities of St. Andrews also include banquet rooms, parking, lighting, locker rooms, storage facilities for golf course equipment housing for grounds keepers, a snack bar, and various other facilities and improvements incidental to operation of a golf course and the above-described related uses (collectively referred to as the "**GOLF COURSE**"). Private water wells are used for human consumption in some of the buildings and for irrigation and watering the GOLF COURSE and related lands, while the remaining buildings are connected to the CITY's water system. Septic systems service the existing homes, maintenance building and snack bar on the SUBJECT REALTY. A number of ponds are located on the SUBJECT REALTY. The facilities on City sewer and water and those on septic and well are specified in Article VII. Through the years the OWNERS have conducted substantial landscaping changes and improvements and contemplate additional changes may be made. The OWNERS, with the consent of CITY, contemplate (i) continued operation of the GOLF COURSE and above-described facilities as well as the lighted golf driving range and accessory uses with no further restrictions than are currently imposed on the OWNERS and the SUBJECT REALTY by DuPage County, or (ii) future redevelopment under the R-3 and B-3 Zoning Districts of the CITY; and

WHEREAS, the CITY through its Zoning Administrator, Building Commissioner, and other appropriate officials, has inspected the SUBJECT REALTY and found it to be in compliance with all ordinances of the CITY as modified herein; and

WHEREAS, it is the intention of the PARTIES that the OWNERS have the right to continue their operation of the GOLF COURSE and all accessory uses and structures identified in the Narrative and survey provided to the CITY as part of the OWNERS' application and future accessory uses or structures, and this SECOND AMENDMENT is not intended by the PARTIES to limit the OWNERS' flexibility in such operation or future redevelopment under the R-3 and B-3 Zoning Districts in the CITY; and

WHEREAS, a Petition for Annexation has been filed with the CITY pursuant to 65 ILCS 5/7-1-8, as amended, which is attached hereto as Exhibit "D" and is, by this reference, incorporated herein; said Petition covers the SECOND ADDITIONAL PROPERTY, which the Petition is conditioned upon the execution of this SECOND AMENDMENT; and

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WHEREAS, the annexation of the SECOND ADDITIONAL PROPERTY shall extend the corporate limits of the CITY to the far side of each adjacent highway not heretofore annexed to any other municipality; and

WHEREAS, the PARTIES desire to amend the ANNEXATION AGREEMENT and FIRST AMENDMENT with respect to the annexation of the SECOND ADDITIONAL PROPERTY and various other matters pursuant to 65 ILCS 5/11-15.1-1 et seq., as amended; and

WHEREAS, the OWNERS propose that the SECOND ADDITIONAL PROPERTY will be annexed within the R-3 and B-3 zoning classification of the CITY Zoning Ordinance with an approved special use for a golf course, including but not limited to, accessory uses such as driving ranges, bars, restaurants, snack bars, meeting and banquet rooms, houses for employees and maintenances structures, and have heretofore filed with the Clerk of the CITY a written Petition for approval of said special use in the form and manner provided by law and CITY ordinance, requesting that a special use be granted for the SECOND ADDITIONAL PROPERTY; and

WHEREAS, the CITY is agreeable to annexing the SECOND ADDITIONAL PROPERTY to the CITY, and zoning and granting a special use for the SECOND ADDITIONAL PROPERTY on the terms and conditions herein set forth; and

WHEREAS, the OWNERS proposed the ORIGINAL PROPERTY and FIRST ADDITIONAL PROPERTY be rezoned from R-2 to R-3 and B-3, together with a special use for a golf course and accessory uses so that the entire SUBJECT REALTY is zoned R-3 and B-3 as depicted in Exhibit "E" together with a special use for a golf course; and

WHEREAS, all public hearings, as required by law, have been held by the Corporate Authorities of the CITY, and the Plan Commission of the CITY, upon the matters covered by this SECOND AMENDMENT; and

WHEREAS, pursuant to the provisions of 65 ILCS 5/11-15.1-1 et seq. and 65 ILCS 5/7-1-1 et seq., a proposed form of annexation agreement in substance and in form substantially the same as this SECOND AMENDMENT was submitted to the CITY; and

WHEREAS, notice has heretofore been served on the Board of Trustees of Wayne Township and the Township Commissioner of Highways, pursuant to the provisions of 65 ILCS 5/7-1-1, as amended;

WHEREAS, the Corporate Authorities of the CITY, after due and careful consideration, have concluded that the annexation, proposed zoning, special use, and continued use of the SECOND ADDITIONAL PROPERTY and the rezoning and continuation of the special use for the ORIGINAL PROPERTY and ADDITIONAL PROPERTY, upon the terms and conditions hereinafter set forth, will be compatible with the planning objectives of the CITY and that the annexation of the SECOND ADDITIONAL PROPERTY will extend the corporate limits and jurisdiction of the CITY; will permit orderly growth, planning and development of the CITY; will increase the tax base of the CITY; will promote the general welfare of the CITY; and will

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enable the CITY to control the further development of the area and serve the best interests of the CITY; and

WHEREAS, the OWNERS, in furtherance of the use of the SUBJECT REALTY, seek assurances from the CITY of certain terms and conditions and the continuation thereof for a definite period of time; and

WHEREAS, by a favorable vote of at least two-thirds (2/3) of the Corporate Authorities of the CITY then holding office, a Resolution has heretofore been adopted authorizing the execution of this SECOND AMENDMENT.

NOW, THEREFORE, in consideration of the foregoing premises and in further consideration of the mutual covenants, conditions and agreements herein contained, the PARTIES hereto agree as follows:

ARTICLE I

INCORPORATION OF RECITALS

The PARTIES confirm and admit the truth and validity of the representations and recitations set forth in the foregoing recitals. The PARTIES further acknowledge that the same are material to this SECOND AMENDMENT and are hereby incorporated into this SECOND AMENDMENT as though they were fully set forth in this Article I.

ARTLCE II

AUTHORITY

This SECOND AMENDMENT is made and entered into by the PARTIES pursuant to 65 ILCS 5/7-1-1 et seq. and 65 ILCS 5/11-15.1-1 et seq.

ARTICLE III

MUTUAL ASSISTANCE

The PARTIES shall do all things necessary or appropriate to carry out the terms and provisions of this SECOND AMENDMENT and to aid and assist each other in furthering the objectives of this SECOND AMENDMENT and the intent of the PARTIES as reflected by the terms of this SECOND AMENDMENT, including, without limitation, the giving of such notices, the holding of such public hearings and the enactment by the CITY of such resolutions and ordinances, the execution of such permits, applications and agreements and the taking of such other actions as may be necessary to enable the PARTIES' compliance with the terms and provisions of this SECOND AMENDMENT and as may be necessary to give effect to the objectives of this SECOND AMENDMENT and the intentions of the PARTIES as reflected by the terms of this SECOND AMENDMENT.

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ARTICLE IV

INTEGRATION OF ANNEXATION AGREEMENT AND FIRST AMENDMENT

The provisions of this SECOND AMENDMENT shall be deemed by the PARTIES to be fully integrated into the ANNEXATION AGREEMENT and FIRST AMENDMENT TO ANNEXATION AGREEMENT. The ANNEXATION AGREEMENT and FIRST AMENDMENT TO ANNEXATION AGREEMENT shall remain in full force and effect, except to the extent that the ANNEXATION AGREEMENT and FIRST AMENDMENT is expressly modified by the terms of this SECOND AMENDMENT. Should any provision of the ANNEXATION AGREEMENT or FIRST AMENDMENT conflict with any provision of this SECOND AMENDMENT, the provisions of this SECOND AMENDMENT shall control.

ARTICLE V

ANNEXATION

ARTICLE V of the FIRST AMENDMENT and Section 3 of the ANNEXATION AGREEMENT shall be amended to add the following additional provision:

Subject to the provisions of 65 ILCS 5/7-1-8, as amended, the PARTIES respectively agree to do all things necessary or appropriate to cause the SECOND ADDITIONAL PROPERTY to immediately be validly annexed to the CITY as soon as practicable after the execution of this SECOND AMENDMENT, including but not limited to the CITY's passage and approval of an Ordinance providing for annexation of the SECOND ADDITIONAL PROPERTY.

Attached hereto and incorporated herein as Exhibit "F" is the form of Ordinance providing for the annexation of the SECOND ADDITIONAL PROPERTY together with a copy of the plat of annexation attached thereto.

Should any person having proper standing to do so bring a cause of action before any court of competent jurisdiction challenging the CITY's lawful authority to annex the SECOND ADDITIONAL PROPERTY or challenge the method or procedures by or through which the PARTIES purported to cause the SECOND ADDITIONAL PROPERTY to be annexed to the CITY, the PARTIES agree that they shall fully cooperate, as provided in Article V hereof, to defend such cause of action.

Should a court of competent jurisdiction finally determine that annexation of the SECOND ADDITIONAL PROPERTY was defective because of the failure of the PARTIES to follow a procedural requirement constituting a valid precondition to proper annexation of the SECOND ADDITIONAL PROPERTY, the PARTIES, including the successors and assigns of the OWNERS, agree to promptly cause the SECOND ADDITIONAL PROPERTY to be re-annexed to the CITY in a manner which satisfies all procedural requirements.

It is understood and agreed that this SECOND AMENDMENT, in its entirety together with the aforesaid Petition for Annexation, shall be null, void and of no force and effect unless the SECOND ADDITIONAL PROPERTY is validly zoned by the CITY R-3 and B-3, together with a special use for a golf course and accessory uses as set forth in Article "VI", below.

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ARTICLE VI

ZONING

ARTICLE VI of the FIRST AMENDMENT and Sections 4 and 5 of the ANNEXATION AGREEMENT shall be deleted and replaced with the following:

Prior to an ordinance annexing the SECOND ADDITIONAL PROPERTY, the City shall amend the Comprehensive Plan to designate portions of the SUBJECT REALTY as Commercial and portions as Residential, as provided in Exhibit Q. Immediately after the passage and approval of the Ordinance annexing the SECOND ADDITIONAL PROPERTY, the Corporate Authorities of the CITY shall amend the CITY Zoning Map to classify the SUBJECT REALTY as R-3 Residential and B-3 Regional Shopping District pursuant to Appendix A (the "**Zoning Ordinance**") of the CITY Code of Ordinances (the "**Code**"). The rezoning of the SUBJECT REALTY to R-3 and B-3 is legally described in Exhibit "G" and depicted in Exhibit "E". Immediately after the passage and approval of the Ordinance annexing the SECOND ADDITIONAL PROPERTY, the Corporate Authorities of the CITY shall adopt a text amendment to the B-3 Zoning District to permit the golf course, including but not limited to, accessory uses such as driving ranges, bars, restaurants, snack bars, meeting and banquet rooms, houses for employees and maintenance structures as accessory uses and structures as a special use in the B-3 District. Immediately after passage and approval of the Ordinance annexing the SECOND ADDITIONAL PROPERTY, the Corporate Authorities of the CITY shall adopt an amendment to Special Use Ordinances 2480 and 2932 granting all of the SUBJECT REALTY a special use for a golf course, including but not limited to accessory uses such as driving ranges, bars, restaurants, snack bars, meeting and banquet rooms, houses for employees and maintenance structures. The PARTIES acknowledge and agree that the OWNERS shall submit the SUBJECT REALTY for consideration as one or more Planned Unit Development(s) when it determines to redevelop any or a portion of the SUBJECT REALTY from the GOLF COURSE use to any other use, and that, as part of the Planned Unit Development(s), (i) any residential lots proposed in the R-3 District immediately adjoining a residential development existing at the time of this Agreement shall be no less than 12,000 square feet in size and a maximum height of 36 feet, unless the OWNERS provide reason for departure from this requirement which is acceptable to the CITY; (ii) any non-residential lots proposed in the B-3 District immediately adjoining a residential development existing at the time of this Agreement shall provide a 20 foot minimum rear yard landscape setback. In exchange for this requirement, the CITY shall provide a density credit to the remaining SUBJECT REALTY which is substantially equal, or equal, so as to offset the loss of lots. A copy of the Ordinance to be passed rezoning the SUBECT REALTY as herein provided is attached hereto and incorporated herein as Exhibit "H"; the text amendment adding golf course as a special use in the B-3 District is attached as Exhibit "I", and the Ordinance amending Special Use Ordinances 2480 and 2932 attached as Exhibit "J."

The OWNERS have informed the CITY that they contemplate the following improvements to the GOLF COURSE in the future. These improvements shall not require any further special use approvals from the CITY, only building permits:

1. Expansion of the St. Andrews Room Patio including adding approximately 1,000 feet for outdoor use and parties.
2. Building 15 covered stations at the Driving Range for use during inclement weather.

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3. Resurface golf staging area in front of the clubhouse near the Tee-Side Grill with new asphalt or brick pavers.
4. Adding a new restroom on the golf course near 4th green on Course 1.
5. Paint/redecorate the Snack Bar.
6. Adding a circular drive to the front of the clubhouse with a covered entry for weddings and banquet guests.

It is understood and agreed that this SECOND AMENDMENT, in its entirety together with the aforesaid Petition for Annexation, shall be null, void and of no force and effect unless the SUBJECT REALTY is validly zoned by the CITY R-3 and B-3, together with a special use for a golf course and accessory uses as set forth above. The SUBJECT REALTY shall be considered as one or more than one lot at the OWNERS' election which may contain multiple structures and improvements related to the GOLF COURSE, golf driving range and accessory uses on any part of the SUBJECT REALTY. No subdivision plat or further site plan shall be required of the OWNERS by CITY for continued use and improvement of the SUBJECT REALTY for a GOLF COURSE and golf driving range along with the accessory uses described in this Section.

The Buildings and Structures currently occupying the SUBJECT REALTY are identified in Exhibit "K". The CITY has inspected the SUBJECT REALTY and all buildings and structures on the SUBJECT REALTY and represents and warrants that all the uses and structures on the SUBJECT REALTY are all legal conforming uses and structures and that they are in compliance with all the CITY's codes and ordinances. A zoning certificate for the SUBJECT REALTY and occupancy permit for all structures in the form attached as Exhibit "L" and "M" will be issued by the CITY immediately after the passage and approval of the Ordinance annexing the SECOND ADDITIONAL PROPERTY.

ARTICLE VII

SEWER AND WATER

ARTICLE VII of the FIRST AMENDMENT and Section 10 of the ANNEXATION AGREEMENT shall be deleted and replaced with the following:

The CITY acknowledges that the practice center (driving range), Tee Side Grill and clubhouse have previously been permitted to connect to the CITY's sewer system and all structures and uses except the irrigation and landscape maintenance of the GOLF COURSE, two golf cart storage buildings, a golf car and range storage building, irrigation pump house and snack bar have previously been permitted to connect to the CITY's water system. The CITY represents and warrants that above structures can continue to be connected to the CITY's sewer and water system with no additional fees charged after annexation of the SECOND ADDITIONAL PROPERTY, other than the applicable user rates charged to all CITY residents. Upon annexation of the SECOND ADDITIONAL PARCEL the CITY shall charge the OWNERS the applicable user rate(s) associated with being incorporated into the City.

The CITY shall permit, but not require, upon request of the OWNERS and payment of the CITY's then applicable connection, inspection, permit and other related fees or charges, the OWNERS to connect any other structures or uses to the CITY's sewer and/or water system. After annexation, the OWNERS may continue to use their wells for water supply purposes for the snack bar, two golf car storage buildings, the golf car and range storage building, irrigation

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pump house and for irrigation and landscape maintenance of the GOLF COURSE. The CITY agrees that the OWNERS may construct, reconstruct, repair and maintain water wells for potable and non-potable purposes such as irrigation and landscape and for the snack bar and the CITY shall grant all permits necessary for the continued use of the above wells at the OWNERS' request. Use of water on the SUBJECT REALTY, such as a sprinkler ban, shall not be applicable to the OWNERS' use of water from the OWNERS' water wells. The CITY agrees to grant all permits necessary for such wells upon request of the OWNERS. The wells shall remain the property of the OWNERS. The OWNERS shall assure that no cross-connection or infiltration occurs between the public water supply and the well water supply. The existing homes, snack bar and maintenance building on the SUBJECT REALTY contain septic systems. After annexation the OWNERS may continue to use these septic systems and may construct, reconstruct, repair and maintain these septic systems and the CITY shall grant all permits necessary for the continued use of the above septic system at the OWNERS' request.

Notwithstanding anything to the contrary herein provided, the OWNERS, their successors and assigns shall not be required to pay a fee or other surcharge in the nature of a recapture fee or charge pursuant to 65 ILCS 5/9-5-1 et seq. or any other provision of law for the connection to the CITY's Sanitary Sewer and Water system, except as provided in Ordinance No. 2479 entitled "An Ordinance Providing for Recapture in Reference to Meadowwood Subdivision Offsite Sanitary and Water Main Improvements," attached to this SECOND AMENDMENT as Exhibit "N" (**"Recapture Ordinance"**). Pursuant to said Recapture Ordinance, there shall be no recapture for a maximum of 275 residential dwelling units or their equivalent for the SUBJECT REALTY. The remaining 275 recapture waivers, as provided in the Recapture Ordinance, can be utilized by properties outside of the SUBJECT REALTY, as described in the Recapture Ordinance. No other fees and charges, except for those fees and charges applicable to any connection in West Chicago shall be charged to the OWNERS for connection to the sewer and water systems. No connection fees and charges shall be collected by the City for those structures already connected to the City's sewer or water system. Any increases in the Sewer and Water charges shall be subject to the provisions in ARTICLE VII of this SECOND AMENDMENT.

The CITY represents and warrants that its water and sanitary sewage systems, sanitary sewage treatment facilities and water supply have capacity sufficient to provide service to the OWNERS for (i) continued use of the GOLF COURSE, including the ability to service all connected structures and any unconnected structures or uses in the future at the request of the OWNERS, or (ii) the redevelopment of the SUBJECT REALTY for approximately 215 acres under the R-3 and approximately 77 acres under the B-3 zoning classification, that the OWNERS will be able to connect the SUBJECT REALTY to said systems and that the water and sanitary sewers are within the borders of the SUBJECT REALTY. The CITY further represents that it will, during the term of this SECOND AMENDMENT maintain sufficient capacity in its water and sanitary sewage systems, sanitary sewage treatment facilities and water supply to service the SUBJECT REALTY with water and sanitary sewer service for a) the OWNERS' continued use of the GOLF COURSE, or b) for redevelopment of approximately 215 acres under the R-3 and approximately 77 acres under the B-3 zoning classification, for a period of twenty (20) years from the date of this AGREEMENT. Provided, however, this continued maintenance of sewer and water capacity can be interrupted by a force majeure event. A force majeure event shall be defined as an event which is beyond the reasonable control of the City, including acts of God, war acts of civil disobedience, strikes, power outages, fires or explosions, floods, earthquakes or

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other natural disasters, or restraints or orders of injunction issued by any governmental authority that are not caused by the CITY's action or inaction. In such force majeure event, the CITY shall promptly act to spend all funds necessary to restore the sewer and water capacity represented in provisions (a) and (b) of this paragraph. Provided further, however, if the OWNERS redevelop the SUBJECT REALTY with more than 2,248 population equivalents (292 acres x 2.2 Dwelling Units per acre x 3.5 P.E. = 2,248 P.E.) ("**P.E.**") for sanitary sewer usage ("**Excess P.E.**"), the OWNERS shall pay the CITY its pro-rata share of any upgrades required to the CITY's sanitary sewer lift station. This pro-rata share would be calculated by dividing the Excess P.E. by the total P.E. capacity for the lift station ("**Excess Percentage**"). This Excess Percentage would then be multiplied by the cost of the new or upgraded lift station. By way of example only, if the Excess P.E. is 10, the total P.E. capacity of the new lift station is 1,000, and the cost of the new lift station is $250,000.00, the OWNERS' Excess Percentage would be 1%. The OWNERS would pay 1% of $250,000.00, or $2,500.00, for the new or upgraded lift station.

The OWNERS, at their own expense, may construct sanitary sewer lines and water mains throughout the SUBJECT REALTY adequate to serve the SUBJECT REALTY when fully developed in accordance with engineering plans prepared in accordance with CITY engineering standards. All such lines and mains shall be constructed in accordance with the engineering plans, specifications and drawings therefore which will be prepared in conformity with the terms of this SECOND AMENDMENT and in conformity with the applicable regulations of the Illinois Environmental Protection Agency and CITY engineering standards, and approved by the CITY Engineer, (which approval shall not be unreasonably withheld). The CITY, upon request from the OWNERS from time to time shall execute all permit applications required by the Illinois Environmental Protection Agency and all other environmental or other governmental agencies or authorities having jurisdiction over the SUBJECT REALTY to enable the OWNERS to construct and for the CITY to operate said sanitary sewer mains and water lines.

Except as provided in the Recapture Ordinance, the OWNERS shall not be required to construct or pay for the construction of any off-site improvements, other than those necessary to connect the SUBJECT REALTY, when developed, to CITY facilities.

The OWNERS shall not be required to oversize or to cause the oversizing of any sewer mains or water lines whether located on-site or off-site of the SUBJECT REALTY for the purpose of serving any property other than the SUBJECT REALTY, it being agreed and understood that if the CITY requests the oversizing of any such sewer mains or water lines for the benefit of property other than the SUBJECT REALTY the CITY will pay its pro rata share of all costs and carrying charges incurred as a result of the construction of such oversized utilities within sixty (60) days after certification by the City Engineer that said construction, or any phase thereof, has been completed in accordance with the plans and specifications previously approved by the CITY Engineer and the OWNERS for said facilities (which certification shall not be unreasonably withheld). The CITY shall not request such oversizing if the effect thereof would be to render the CITY unable to provide sanitary sewer and water service to the SUBJECT REALTY as herein provided.

In the event any off-site water main and sewer main improvements (including any lift stations) constructed by the OWNERS within the SUBJECT REALTY (irrespective of whether said improvements are oversized or not) do, in fact, service any property other than the SUBJECT REALTY, the CITY agrees to enter into a Recapture Agreement with the OWNERS prior to the installation of such facilities. The form and content of such Recapture Agreement shall be reasonably acceptable to the CITY after consultation with the OWNERS. Said

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Recapture Agreement shall provide for the recapture of the total cost of installation of off-site improvements and obtaining easements and shall provide for interest from the date the expense was occurred at a rate of prime as set forth by JP Morgan/Chase or their successors on the date of execution of the Agreement, plus one percent.

ARTICLE VIII

APPLICABLE MUNICIPAL STANDARDS

During the term of this SECOND AMENDMENT, the CITY agrees to the following:

During the term of this SECOND AMENDMENT, the provisions of the Code and all other applicable City Codes, ordinances, rules, regulations and standards generally in force, from time to time, within the CITY (**"Applicable Codes"**) shall apply to the SUBJECT REALTY, except to the extent that the same are superseded by more restrictive standards imposed by other regulatory authorities having jurisdiction and, further, except as the same may be specifically modified by the terms of this SECOND AMENDMENT. In the event of any conflict between standards in the Applicable Codes and/or in the standards imposed by other regulatory authorities having jurisdiction, the most restrictive provision shall apply. The foregoing notwithstanding and except as otherwise mandated by any legislative body or agency of the United States, State of Illinois, or a court of competent jurisdiction, during the twenty year term of this SECOND AMENDMENT, the CITY shall not apply or enforce any amendments to the SUBJECT REALTY so as to change the zoning classification, any permitted or special use, bulk provisions or any other provisions or sections of the R-3 zoning district, including, but not limited to Section 9.4-1, 9.4-2, 9.4-3 or 9.4-4 of the Zoning Ordinance or sections of the B-3 zoning district, including but not limited to Sections 10.4-1, 10.4-2, 10.4-4 and 10.4-5 of the Zoning Ordinance for the SUBJECT REALTY from that existing on the date of this SECOND AMENDMENT, without the prior written consent of the OWNERS. Notwithstanding anything in this Agreement to the contrary, in the event the City amends any of its ordinances, codes, or regulations to impose less restrictive requirements on the development of, or construction upon, similarly zoned properties in the City, then the benefit of such restrictive requirements shall inure to the OWNERS in their development of the SUBJECT REALTY.

ARTICLE IX

STORM DRAINAGE

Section 11 of the ANNEXATION AGREEMENT shall be deleted and replaced with the following:

The OWNERS have constructed, at their own expense, a storm drainage system throughout the SUBJECT REALTY adequate to serve the SUBJECT REALTY. The OWNERS shall not be required to satisfy any additional CITY standards unless the storm drainage on SUBJECT REALTY is substantially modified. The CITY, upon requests from the OWNERS from time to time, shall execute all permit applications required by the Illinois Environmental Protection Agency, the U.S. Army Corps of Engineers, County of DuPage and all over environmental or other governmental agencies or authorities having other jurisdiction over the SUBJECT REALTY to enable the OWNERS to construct, operate and maintain said storm

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drainage system. The OWNERS shall conform with City of West Chicago stormwater management requirements for any future development of the SUBJECT REALTY.

ARTICLE X

STREET IMPROVEMENT

Section 12 of the ANNEXATION AGREEMENT shall be deleted and replaced with the following:

The CITY represents and warrants that in connection with the existing use of the GOLF COURSE the OWNERS shall not be required to make or contribute to the CITY the cost of any additional improvements to any new or existing roads and highways.

ARTICLE XI

RECAPTURE

Section 13 of the ANNEXATION AGREEMENT shall be deleted and replaced with the following:

The CITY agrees that with respect to SUBJECT REALTY, the OWNERS shall not be required to pay a fee or surcharge in the nature of a recapture fee or charge pursuant to ILCS 5/9-5-1 et seq. and any other provision of law for any improvement so long as the SUBJECT REALTY is used for the GOLF COURSE, golf driving range and accessory uses. The CITY further represents and warrants that besides the Recapture Agreement provided in Ordinance No. 2479, there are no recapture fees that are or shall become due and payable by the OWNERS as a result of connection to any utility or road improvement serving the SUBJECT REALTY.

ARTICLE XII

SIGNAGE

Section 14 of the ANNEXATION AGREEMENT shall be deleted and replaced with the following:

The OWNERS shall be allowed to erect signs which advertise alone or in combination the GOLF COURSE, golf driving range, and any other facilities related to each, temporary golf outing and other golf-related event signs, or other advertising or public information on the SUBJECT REALTY in accordance with CITY Code. The CITY represents and warrants that the three signs attached in Exhibit P are legal nonconforming signs and can be repaired and maintained pursuant to the legal nonconforming sign regulations established in Section XII of the City's Zoning Code. The CITY agrees to not impose any amendment to said legal nonconforming sign regulations which would require removal of the nonconforming signs unless the damage to the nonconforming signs exceeded 50% of their value. The CITY acknowledges that if the portable changeable copy sign is destroyed it can be replaced with a conforming changeable copy sign.

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ARTICLE XIII

TEMPORARY FACILTIIES

Section 15 of the ANNEXATION AGREEMENT shall be deleted and replaced with the following:

The OWNERS may without a permit requirement use temporary facilities on the SUBJECT REALTY including tents (for not more than 72 hours unless otherwise approved by the CITY), shelters, and other temporary facilities generally in use for the GOLF COURSE, golf driving ranges and their respective accessory uses, including but not limited to clubhouses, restaurants and banquet rooms.

ARTICLE XIV

LIQUOR

Section 16 of the ANNEXATION AGREEMENT shall be deleted and replaced with the following:

The CITY understands that alcoholic beverages are served to, are in the possession of and consumed by golfers and other customers and guests at St. Andrews and on the GOLF COURSE pursuant to liquor licenses granted by the County of DuPage. Immediately upon annexation of the SECOND ADDITIONAL PROPERTY, the CITY shall give due consideration to amending its liquor ordinance to create one liquor license for the SUBJECT REALTY and issue a B-4 liquor license for the SUBJECT REALTY attached as Exhibit "O." The CITY further agrees that no ordinance it enacts shall prohibit service, possession or consumption of such alcoholic beverages on the SUBJECT REALTY by anyone permitted by state law to serve, possess or consume alcoholic beverages, and that no more restrictive regulations than those imposed by the current liquor license and liquor code shall be applicable to the service, possession or consumption of alcoholic beverages on the SUBJECT REALTY.

ARTICLE XV

OPERATION AND MAINTENANCE

Section 17 of the ANNEXATION AGREEMENT shall be deleted and replaced with the following:

The CITY agrees that no CITY environmental regulations on fertilizers and manner of maintenance of all the green space contained on the SUBJECT REALTY shall be more restrictive than currently applicable county, state and federal standards. The CITY agrees not to enact any ordinance which is more restrictive than applicable state or federal law with respect to the operations and maintenance of the GOLF COURSE and golf driving range and accessory uses which requires a license for such operations or maintenance which imposes any requirement not otherwise generally applicable to all properties in the entire CITY.

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ARTICLE XVI

SCHOOL, PARK, CITY, LIBRARY, FIRE PROTECTION DISTRICT AND OTHER PUBLIC FACILITY DONATIONS; IMPACT AND TRANSITION FEET

Section 7 of the ANNEXATION AGREEMENT shall be deleted and replaced with the following:

The CITY agrees that the OWNERS shall have no obligation for donations to schools, parks, library, the CITY, Fire Protection District, or for any other public facility donation, impact fee, transition fee or other similar fee or charge arising out of the operation of the SUBJECT REALTY as the GOLF COURSE or golf driving range or accessory parking or other accessory or related use in connection therewith, including, but not limited to the construction of any additional structures as part of the GOLF COURSE use, provided, however, the OWNERS must obtain a waiver from the Fire Protection District as it applies to any additional structures as part of the GOLF COURSE use. The OWNERS shall be required to pay any applicable sanitary sewer capacity charge(s), as required per the CITY'S intergovernmental agreement with the Village of Winfield known as Resolution No. 05-R-0093, associated with any additional structures or improvements on the SUBJECT REALTY.

ARTICLE XVII

TAXES, SPECIAL ASSESSMENTS OR TAXES OR OTHER SPECIAL FEES OR CHARGES

Section 8 of the ANNEXATION AGREEMENT shall be deleted and replaced with the following: The CITY agrees, during the term of this SECOND AMENDMENT, not to impose any taxes, fees or charges including but not limited to deed transfer taxes, special service area fees or taxes, impact fees, transition fees or taxes, infrastructure fees or charges, special assessments or any other special taxing district tax or fee, or any similar such taxes, fees or charges that are not imposed on similarly situated properties and residents, businesses, or industries equally within the CITY; and the CITY agrees it will not take any action for or on behalf of any other political entity to collect any of the foregoing. The CITY agrees during the term of this SECOND AMENDMENT not to impose admissions tax, amusement tax, CITY sales tax or any other municipal tax on any operations at or on the SUBJECT REALTY other than real estate taxes and the standard municipal share of sales and use taxes collected by the Illinois Department of Revenue (i.e. the Municipal Retailer's Occupation and Use Taxes) that are not imposed on similarly situated properties and residents, businesses, or industries equally within the CITY.

Without the prior written consent of the OWNERS, the CITY shall not during the twenty (20) year term of this SECOND AMENDMENT:

1. levy against any real or personal property within the SUBJECT REALTY, any special assessment or special tax for the cost of any improvements in or for the benefit of the SUBJECT REALTY except as specified herein; or

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2. undertake any local improvements in, on or for the benefit of the SUBJECT REALTY pursuant to the imposition of a special assessment or special tax against the SUBJECT REALTY, or any portion thereof; or

3. levy or impose additional taxes on the SUBJECT REALTY, in the manner provided by law for the provision of special services to the SUBJECT REALTY or to an area in which the SUBJECT REALTY is located or for the payment of debt incurred in order to provide such special services.

ARTICLE XVIII

FEES

Section 9 of the ANNEXATION AGREEMENT shall be deleted and replaced with the following:

The OWNERS shall pay to the CITY the amount of seven hundred and No/100 Dollars ($700.00) as and for an annexation fee. Said annexation fee shall be in addition to all other fees and charges paid or to be paid by the OWNERS pursuant to the Applicable Codes. The payment of said annexation fee and all other fees or charges due pursuant to the Applicable Codes shall constitute a precondition to the CITY's approval of any application or the issuance of any permits submitted or requested by the OWNERS with respect to the SUBJECT REALTY. The CITY represents and warrants that no other fees exist or shall be charged against the SUBJECT REALTY except those provided in the Applicable Codes. Fees and charges may be assessed against the SUBJECT REALTY provided any such fee or charge is or shall be collected by the CITY on a uniform basis from all owners, users and owners of property within the CITY. The CITY shall not increase the amount of any fee or charge for building permit fees, occupancy permit fees, plan review fees, inspection fees, utility fees, connection and tap-on fees, application fees or use fees for the SUBJECT REALTY unless such increases are: (i) made generally applicable to the OWNERS, users and owners of property within the CITY; and (ii) such increases are reasonably related to increased costs incurred by the CITY in providing the services for which such fee is assessed.

ARTICLE XIX

MISCELLANEOUS

A. NOTICES: All notices hereunder shall be in writing and must be served either personally or by registered or certified mail, postage prepaid, to:

The CITY at:	The OWNERS c/o:
City of West Chicago	St. Andrews Golf and Country Club, Inc.
Michael Guttman, City Administrator	c/o Gerard Hinckley
475 Main Street	3N441 Rt. 59
West Chicago, Illinois 60185	West Chicago, IL 60185

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Hinckley Fore, LLC
3N441 Rt. 59
West Chicago, IL 60185

Gerard J. Hinckley and Marianne Hinckley
Trust Dated October 17, 2005
1062 Leroy Lane
Walnut Creek, CA 94597

With Copy to:

Patrick K. Bond, Esq.
Bond Dickson & Associates, P.C.
301 S. County Farm Road, Suite E
Wheaton, IL 60187

R. Terence Kalina, Esq.
Rathje & Woodward, LLC
300 E. Roosevelt Road, Suite 300
Wheaton, IL 60189

or to any other person or place which any PARTY hereto, by its prior written notice, shall designate for notice to it from the other PARTIES hereto.

B. BINDING EFFECT, TERM, AMENDMENT, PRIORITY OF PROVISIONS AND ENTIRE AGREEMENT: That part of section 22 of the ANNEXATION AGREEMENT which provides:

> "This Agreement shall be binding upon all PARTIES who are signatory [sic] hereto and their respective successors and assigns and successor owners of record of all or any part of the Subject Property for a period of twenty (20) years after the date hereof."

shall be deleted and replaced with the following:

> "This Agreement shall be binding upon all PARTIES who are signatories hereto and their respective successors and assign and successor owners of record of all or any part of the Subject Property for a period of twenty (20) years after the date of the SECOND AMENDMENT."

That part of paragraph C of Article VIII of the FIRST AMENDMENT which provides:

> "This FIRST AMENDMENT shall be binding upon and inure to the benefit of the PARTIES hereto, successor owners of record of the SUBJECT REALTY, their assigns, lessees and upon any successor municipal authority of the CITY and successor municipalities, for a period of twenty (20) years from and after October 21, 1991."

shall be deleted and replaced with the following:

> "This FIRST AMENDMENT shall be binding upon and inure to the benefit of the PARTIES hereto, successor owners of record of the SUBJECT REALTY, their assigns, lessees and upon any successor municipal authority of the CITY and

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successor municipalities, for a period of twenty (20) years from and after the date of the SECOND AMENDMENT."

Except as otherwise provided in the FIRST AMENDMENT or this SECOND AMENDMENT, the remaining provisions of the ANNEXATION AGREEMENT and FIRST AMENDMENT shall remain applicable to the SUBJECT REALTY. Should a court of competent jurisdiction declare null and void the aforementioned amendments and restatement of the term lengths of the ANNEXATION AGREEMENT and FIRST AMENDMENT within this paragraph B of Article XVIII of the SECOND AMENDMENT, then the term lengths as provided for in the ANNEXATION AGREEMENT and FIRST AMENDMENT shall retain their full force and operative effect. Further, except as otherwise provided herein, this SECOND AMENDMENT shall be binding upon and inure to the benefit of the PARTIES hereto, successor OWNERS of record of the SUBJECT REALTY, their assigns, lessees and upon any successor municipal authority of the CITY, for a period of twenty (20) years from the date set forth in the first paragraph of this SECOND AMENDMENT.

It is hereby understood and agreed that this SECOND AMENDMENT is a covenant running with the land and is binding thereon. All persons who take title to any part of the SUBJECT REALTY shall comply with the provisions of this SECOND AMENDMENT. This SECOND AMENDMENT may be amended from time to time with the consent of the PARTIES hereto, pursuant to statute in such case made and provided.

Except as otherwise expressly provided herein, upon the conveyance or assignment by the OWNERS of their interest in the SUBJECT REALTY to any successor, assign, or nominee, the OWNERS shall be released from any and all further liability or responsibility under this SECOND AMENDMENT except to the extent previously undertaken by the OWNERS, or for which the OWNERS have posted security to perform an obligation in which case the OWNERS shall be bound to continue to complete its performance unless a replacement bond or letter of credit is posted by the new OWNERS, and accepted by the CITY, which shall not be unreasonably withheld. In such event the original OWNERS shall be released from the underlying obligation to perform. The CITY shall thereafter look only to the successor, assign, or nominee of the OWNERS, as the case may be, concerning the performance of such duties and obligations of the OWNERS.

Nothing contained in this Ordinance shall be construed to restrict or limit the right of the OWNERS to sell or convey all or any portion of the SUBJECT REALTY, whether improved or unimproved.

The provisions of this SECOND AMENDMENT and any ordinances, codes, resolutions or regulations passed or amended in accordance herewith or passed or amended in order to fully carry out the terms and provisions hereof shall supersede the provisions of any ordinances, codes, resolutions or regulations of the CITY, or interpretations of the same which are or may be in conflict with the provisions of this SECOND AMENDMENT.

It is the intent of the PARTIES that the approval of the zoning and special uses herein granted shall survive the twenty (20) year period of this SECOND AMENDMENT and the OWNERS and the CITY shall be entitled to rely upon the continued effect of the ordinances approving said zoning and special uses for a golf course, golf driving range (with the same conditions and terms as the special use granted by DuPage County) and accessory uses.

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727 C. SEVERABILITY: This SECOND AMENDMENT is entered into pursuant to the
728 provisions of 65 ILCS 5/11-15.1-1 et seq., as amended. In the event any part or portion of this
729 SECOND AMENDMENT, or any provision, clause, wording or designation contained within
730 this SECOND AMENDMENT is held to be invalid by any court or competent jurisdiction, such
731 part, portion, provision, clause, wording or designation shall be deemed to be excised from this
732 SECOND AMENDMENT and the invalidity thereof shall not affect the remaining portions
733 hereof, provided, however, in no event shall the OWNERS be limited in their use of the
734 SUBJECT REALTY as a golf course, driving range or any of the accessory uses described in
735 this SECOND AMENDMENT.
736
737 D. ENFORCEABILITY: This SECOND AMENDMENT shall be enforceable in any
738 court of competent jurisdiction by any of the PARTIES hereto by any appropriate action at law
739 or in equity, including, without limitation, the right of any Party hereto to seek specific
740 performance of the terms hereof.
741
742 E. SURVIVAL OF REPRESENTATIONS: Each of the PARTIES hereto, for
743 themselves, their successors, assigns, heirs, devisees and personal representatives, agrees that the
744 warranties and recitals set forth in the preambles hereto are material to this SECOND
745 AMENDMENT, and the PARTIES hereby confirm and admit their truth and validity and hereby
746 incorporate such representations, warranties and recitals into this SECOND AMENDMENT, and
747 the same shall continue during the term of this SECOND AMENDMENT. The provisions of
748 this SECOND AMENDMENT shall survive the annexation, zoning, and special use of the
749 SUBJECT REALTY by the CITY, and shall not be merged or expunged by such annexation and
750 zoning.
751
752 F. GENDER: Unless the provisions of this SECOND AMENDMENT otherwise
753 require, words imparting the masculine gender shall include the female gender; words imparting
754 the singular number shall include the plural; and words imparting the plural shall include the
755 singular.
756
757 G. CAPTIONS AND PARAGRAPH HEADINGS: The captions and paragraph
758 headings incorporated herein are for reference only and are not part of this SECOND
759 AMENDMENT.
760
761 H. CHANGES IN REGULATIONS: It is understood and agreed, except as otherwise
762 provided herein in Article VII, XVI and XVII, that the various requirements of the Applicable
763 Codes, including all fees and charges provided for therein, shall not be frozen during the term of
764 the SECOND AMENDMENT and may, from time to time, be amended, and as amended, shall
765 apply to the SUBJECT REALTY.
766
767 I. FPA BOUNDARIES. As of the date of this SECOND AMENDMENT, all of the
768 SUBJECT REALTY is within the West Chicago Facilities Planned Area (FPA) for purposes of
769 sanitary sewer service.
770
771 J. ABROGATION OF UNUSED EASEMENTS: If any easement granted to the
772 CITY as part of the development of the SUBJECT REALTY is subsequently determined to be in

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error or location in a manner inconsistent with the intended development of the SUBJECT REALTY as reflected on any of the approved plans or in this SECOND AMENDMENT, the CITY shall fully cooperate with the OWNERS in vacating and relocating such easement and utility facilities located therein, which costs shall be borne by the OWNERS having responsibility therefore. Notwithstanding the foregoing, and as a condition precedent to any vacation of any easement, the responsible OWNERS shall pay for the cost of design and relocation of any such easement and the public utilities located therein. To the extent any utility falls outside of any utility easement, said easement location shall be readjusted to provide for any new or existing utilities owned by the CITY.

K. AMENDMENT: This SECOND AMENDMENT shall not be amended by the CITY without the prior written consent of the OWNERS owning the Lot or Lots that would be affected by the amendment. Any lot owners of the SUBJECT REALTY not seeking to amend this SECOND AMENDMENT shall not be required to consent to an amendment of this SECOND AMENDMENT.

IN WITNESS HEREOF, the PARTIES hereto have executed this SECOND AMENDMENT as of the date first written above.

RTK/Corporat/JemsekCorp/StAndrewsGC/Condemnation/SecondAmendmentAnnexAgrmt.Draft6.9.29.08

CITY OF WEST CHICAGO, DuPage County,
Illinois, a municipal corporation,

By: _____
Mayor

ATTEST:

_____
City Clerk

ST. ANDREWS GOLF
AND COUNTRY CLUB

SUBSCRIBED AND SWORN to
before me this 3rd day of
November, 2008.

_____
Notary Public

"OFFICIAL SEAL"
R. TERENCE KALINA
Notary Public, State of Illinois
My Commission Expires 04/16/2011

By: _____
Gerard J. Hinckley
Its: President
HINCKLEY FORE, LLC

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VIRGINIA L. SZELICH
COMMISSION EXPIRES
CHEROKEE CO., GEORGIA
NOTARY PUBLIC

SUBSCRIBED AND SWORN to
before me this 14th day of
November, 2008.

Notary Public

By: _____
Gerard Joseph Hinckley, member

SUBSCRIBED AND SWORN to
before me this 3 day of
November, 2008.

"OFFICIAL SEAL"
R. TERENCE KALINA
Notary Public, State of Illinois
My Commission Expires 04/16/2011

Notary Public

By: _____
Michael Hinckley, member

SUBSCRIBED AND SWORN to
before me this 6th day of
November, 2008.

SUSAN J. JOHNSON
Notary Public
State of Oklahoma
Commission # 01004631 Expires 4/17/09

Notary Public

By: _____
Robert Hinckley, member

SUBSCRIBED AND SWORN to
before me this 3rd day of
November, 2008.

"OFFICIAL SEAL"
R. TERENCE KALINA
Notary Public, State of Illinois
My Commission Expires 04/16/2011

Notary Public

By: _____
James J. Hinckley, member

Gerard J. Hinckley and Marianne Hinckley Trust
Dated October 17, 2005

SUBSCRIBED AND SWORN to
before me this 3rd day of
November 2008.

"OFFICIAL SEAL"
R. TERENCE KALINA
Notary Public, State of Illinois
My Commission Expires 04/16/2011

Notary Public

By: _____
Gerard J. Hinckley, Trustee

SUBSCRIBED AND SWORN to
before me this 3rd day of
November, 2008.

Notary Public

By: _____
Marianne Hinckley, Trustee

"OFFICIAL SEAL"
R. TERENCE KALINA
Notary Public, State of Illinois
My Commission Expires 04/16/2011

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EXHIBITS LIST

A.	Property Annexed on October 21, 1991 Annexation Agreement (ORIGINAL PROPERTY)
B.	Property Annexed on July 24, 1995 Annexation Agreement (FIRST ADDITIONAL PROPERTY)
C.	Legal Description of the (SECOND ADDITIONAL PROPERTY)
D.	Petition for Annexation
E.	Zoning Exhibit
F.	Ordinance Providing for the Annexation of the SECOND ADDITIONAL PROPERTY
G.	Legal Description Rezoning of the SUBJECT REALTY to R-3 and B-3
H.	Ordinance Rezoning the SUBJECT REALTY to R-3 and B-3
I.	Text Amendment Adding a Golf Course as a Special Use in B-3 Zoning District
J.	Ordinance Amending Special Use 2480 and 2932
K.	Buildings and Structures Occupying the SUBJECT REALTY
L.	Zoning Certificate for the SUBJECT REALTY
M.	Occupancy Certificate for the SUBJECT REALTY
N.	Recapture Ordinance No. 2479
O.	B-4 Liquor License for the SUBJECT REALTY

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910
911
912

P. Existing Signage Photos (3)

Q. Comprehensive Plan Amendment Ordinance

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ALL:mlm 2/01/91
4/18/91
5/29/91
8/21/91
8/26/91

EXHIBIT A

9/3/91
10/17/91

Agreement #286

ANNEXATION AGREEMENT

THIS AGREEMENT made and entered into this 21 day of Oct, 1991, by and among the CITY OF WEST CHICAGO, a municipal corporation, situated in Du Page County, Illinois (hereinafter referred to as the "City"), DU PAGE GOLF PROPERTIES, INC., an Illinois corporation, and JOE JEMSEK (hereinafter referred to as the "Owners").

WHEREAS, Owners are the record owners of that certain tract of real property containing approximately 40.92 acres, more or less, (excluding public rights of way) located in an unincorporated area of Du Page County, Illinois, and not within the corporate limits of any other municipality but which property is contiguous to the corporate limits of the City. Said real property is legally described in Exhibit "A" attached hereto and by this reference incorporated herein and hereinafter referred to as the "Subject Property"; and

WHEREAS, St. Andrews Golf and Country Club (hereinafter referred to as "St. Andrews") has been operated as a golf course for more than fifty (50) years within the area bounded by Illinois Route 59 on the west, Smith Road on the North, Klein Road on the east and Illinois Route 64 on the south. The operations of St. Andrews have included the golf course, lighted golf driving range, accessory parking, pro shops, restaurants and snack shops serving liquor by the drink and related facilities. The facilities of St. Andrews also include banquet rooms, parking, lighting, locker rooms, storage facilities for golf course equipment housing for grounds keepers, and various other facilities and improvements incidental to operation of a golf course and the above-described related uses. Private water wells are used for human consumption and for irrigation and watering the golf course and related lands. A private sewerage disposal system operated pursuant to a permit from the Illinois Environmental Protection Agency serves the facilities on Owners' lands and other adjacent properties. A number of ponds and streams run throughout the lands beneficially owned by Owners or their related parties. Through the years Owners have conducted substantial landscaping changes and improvements and contemplate additional changes may be made. Owners, with the consent of City, contemplate continued operation of the golf course and above-described facilities as well as the lighted golf driving range and accessory uses with no further restrictions than are currently imposed on Owners and the Subject Property by Du Page County; and

WHEREAS, the Owners intend to continue using St. Andrews as a golf course and as a lighted golf driving range along with the accessory uses for each mentioned above, and City has no objection to such continued use; and

R91-145149
RECORDER
DU PAGE COUNTY
91 NOV -1 AM 11:00

PREPARED BY:
CITY OF WEST CHICAGO
475 MAIN STREET

SUBMITTED BY
& RETURN TO:
CITY OF WEST CHICAGO
Box 190

WHEREAS, the Subject Property is a portion of the real estate covered by the golf course and lighted golf driving range; and

WHEREAS, City through its Zoning Administrator, Building Commissioner, and other appropriate officials, has inspected the Subject Property and found it to be in compliance with all ordinances of the City as modified herein; and

WHEREAS, Owners desire to have the Subject Property annexed to the City pursuant to the provisions of Ill. Rev. Stat. Ch. 24, Section 7-1-1 et. seq. in accordance with and upon the terms and conditions set forth in this Agreement and the City desires that the Subject Property be so annexed; and

WHEREAS, Owners on June 3, 1991 filed with the clerk of the City written Petitions for Annexation executed by the owners of record of the Subject Property, in the form and manner provided by law and City ordinance, and have filed evidence of such authority requesting that the Subject Property be annexed to the City and have heretofore submitted to the City Plats of Annexation for the Subject Property, a true and correct copy of each Plat collectively attached hereto as Exhibit "B", and

WHEREAS, there are no electors whose signatures are required on said Annexation Petitions residing on the Subject Property; and

WHEREAS, Owners propose that the Subject Property will be annexed with an E-R Estate Residential District zoning classification under Section 6.1 of Article 6 of the City Zoning Ordinance with a permitted use for a golf course and accessory facilities and for a special use for the real estate described as Parcel 1 of Exhibit "A" as a golf driving range (lighted) adjacent to a golf course and accessory parking, and have heretofore filed with the clerk of the City a written Petition for approval of said special use in the form and manner provided by law and City ordinance, requesting that a special use be granted for the real estate described as Parcel 1 of Exhibit "A" in accordance with said application and pursuant to a site plan submitted to the City, and subject to the City agreeing to various provisions herein including the easement agreements as more particularly described herein; and

WHEREAS, the City is agreeable to annexing the Subject Property to the City, and zoning and granting a special use to the Subject Property on the terms and conditions herein set forth; and

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WHEREAS, the annexation, and zoning of the Subject Property in accordance with this Agreement will be highly beneficial to the City, will increase the taxable value of the property within the City, will extend the corporate limits and jurisdiction of the City and will permit the orderly growth and planning of the City and otherwise promote and enhance the general welfare of the City; and

WHEREAS, the Plan Commission of said City being the Commission duly designated by the corporate authorities of the City to hold a public hearing on the proposed special use and zoning, has heretofore held a hearing on the application of the Owners to zone the Subject Property and grant a special use as aforesaid, and said public hearing was held in all respects in a manner conforming to law; and

WHEREAS, the Plan Commission of said City has made its report and recommendations to the corporate authorities of the City in accordance with the Ordinances of said City; and

WHEREAS, the City has agreed to adopt those amendments to its Zoning Ordinance and grant the special uses and other ordinances which are necessary and required hereby; and

WHEREAS, pursuant to the provisions of the Illinois Statutes, the corporate authorities of the City have duly fixed a time for and held a public hearing upon this Agreement, and have given due notice of said hearing, all as provided by said statute; and

WHEREAS, all other matters, in addition to those specifically referred to above, which are included by this Annexation Agreement, have been considered by the parties hereto and the development of the Subject Property for the permitted and special uses as permitted under the Zoning Ordinance of the City subject to the terms and conditions of this Agreement, will inure to the benefit and improvement of the City and its residents and will promote the sound planning and development of the City and will otherwise enhance and promote the general welfare of the people of the City; and

WHEREAS, in reliance upon the existing ordinances, codes and regulations of the City and the continued effectiveness of said ordinances, codes and regulations for the period hereinafter set forth, as modified herein, and as may be amended pursuant to the terms of this Agreement and the execution of this Agreement by the City and the performance by the City of the undertakings hereinafter set forth to be performed by it, there has been submitted the said Annexation Petitions as aforesaid, the City and Owners are willing to undertake certain obligations as hereinafter

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set forth, and have or will have materially changed their positions in reliance upon the undertakings provided herein; and

WHEREAS, it is the desire of the City and Owners that the development of the Subject Property proceed as conveniently as may be, and be subject to the ordinances, codes and regulations of the City now in force and effect and further subject to the terms and conditions hereinafter contained;

WHEREAS, all notices, publications, public hearings and all other matters attendant to the consideration and approval of the execution of this Agreement and the Petitions for Annexation, hereinabove described have been given, made, held and performed as required by statute and the ordinances, regulations and procedures of the City; and

WHEREAS, the corporate authorities of the City have duly considered the aforesaid Petitions for Annexation, and have further duly considered the terms and provisions of this Agreement and have agreed to such Annexation, the execution of this Agreement, and the granting of the zoning approval and special use;

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements herein contained, the parties hereto agree as follows:

Section 1. Preamble Included: It is acknowledged and agreed by all the parties hereto that the preambles hereinabove set forth constitute a material part of, and an inducement to enter into this Agreement and to perform the terms and conditions hereof and the parties hereby confirm the accuracy, truth and validity including all statements, obligations and benefits of said preambles and do hereby incorporate the same herein as though fully set forth herein at length.

Section 2. Execution Authorized: Immediately prior to the execution of this Agreement, the City Council has passed the necessary ordinance or resolution authorizing the execution of this Agreement.

Section 3. Annexation: The Owners have filed Petitions for Annexation and the City will adopt such ordinances and take such other actions as are necessary to annex the Subject Property to the City on the terms and conditions herein set forth and will take such other actions as are necessary to complete said annexation in conformity with all applicable statutes and regulations.

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Section 4. Rezoning: Immediately after the execution of this Agreement, the City will adopt such ordinances and shall take such other actions as are necessary to zone the Subject Property E-R Estate Residential District with golf courses as a permitted use and grant a special use for a golf driving range under the terms and conditions and with such standards as set forth in Exhibit "C" attached hereto and made a part hereof, under the Zoning Ordinance of the City, and the Owners will develop the Subject Property in accordance therewith and follow the provisions of City Zoning Ordinance, except as modified by this Agreement.

Section 5. Zoning to be Granted: It is understood and agreed that this Agreement, in its entirety together with the aforesaid Petition for Annexation, shall be null, void and of no force and effect unless the Subject Property is validly zoned by the City as set forth in Section 4 "Rezoning", above. The Subject Property shall be considered as one or two lots at Owners' election which may contain multiple structures and improvements related to the golf course, golf driving range and accessory uses on any part of the Subject Property. No subdivision plat or further site plan shall be required of Owners by City for continued use and improvement of the Subject Property for a golf course and golf driving range along with the accessory uses described in Section 4 "Rezoning", above.

Section 6. Ordinance to Remain in Effect: The ordinances passed by the City as provided in Sections 2, 3 and 4 hereof shall not be changed, modified or amended in any manner whatsoever without the approval of the Owners.

Section 7. School, Park and other Public Facility Donations; Impact and Transition Fees: City agrees that Owners shall have no obligation for donations to schools or parks or for any other public facility donation, impact fee, transition fee or other similar fee or charge arising out of the operation of the Subject Property as a golf course or golf driving range or accessory parking or other accessory or related use in connection therewith.

Section 8. Taxes, Special Assessments or Taxes or Other Special Fees or Charges: The City agrees not to impose any taxes, fees or charges including but not limited to deed transfer taxes, special service area fees or taxes, impact fees, transition fees or taxes, infrastruction fees or charges, special assessments (except for Klein Road) or any other special taxing district tax or fee, or any similar such taxes, fees or charges that are not already imposed on all properties and residents, businesses and industries equally within the City; and City agrees it will not take any action for or on behalf of any other political entity to collect any

FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER

of the foregoing. City agrees the Subject Property as currently used does not generate income and agrees not to impose admissions tax or any other municipal tax on any operations at or on the Subject Property other than real estate taxes and the standard municipal share of sales and use taxes collected by the Illinois Department of Revenue (i.e. the Municipal Retailer's Occupation and Use Taxes). In the event the use of the Subject Property changes from a golf course and accessory uses or lighted golf driving range and accessory uses, then the limitations on imposing an admissions tax or any other municipal tax on operations at or on the Subject Property shall be limited to five (5) years from the date of such change of use.

Section 9. Fees: The City agrees that during the term of this Agreement, the fees required for the building permits, plan review, inspection fees (except as modified herein), all public utility fees and any other regulatory fee or charges having to do with the subdivision, construction or development of the property shall not be arbitrarily or unreasonably increased. Any increase shall not be applied to Subject Property unless equally applicable to all residents, businesses and industries in the City. No such increase as applied to the Subject Property shall be effective for a period of one (1) year from adoption of this Agreement by the City.

Section 10. Water and Sanitary Sewers:

A. City agrees that Owners may construct, reconstruct, repair and maintain water wells for potable purposes and non-potable purposes such as irrigation and landscape maintenance on any part of the Subject Property. The City agrees to grant all permits necessary for such wells upon request by Owners. Such wells shall remain the property of the Owners and shall not cross connect with the City's water system. City agrees that limitations on the use of water on the Subject Property such as a sprinkler ban, shall not be applicable to Owners' use of water from Owners' water wells.

B. No connections to City's sanitary sewer services shall be required unless Owners' system on the Du Page Golf Property is no longer in use and unless appropriate mains with sufficient capacity to serve the Subject Property are within 300 feet and are intended to be served by City's sanitary sewer system.

C. The charges for connection fees and for water and sanitary sewer service to the Subject Property shall at no time exceed the lowest rate charged by the City to any water or sanitary sewer customer of the City.

FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER

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R91-145449

D. City water and sanitary sewer facilities:

1). The City represents and warrants to Owners that its municipal sanitary sewage treatment facilities and water supply are and will remain adequate for a period of 20 years from the date of this Agreement to serve at least 2.2 dwelling units (i.e. 770 gallons per day for sanitary sewer usage) per acre in the aggregate which may be located in the future on the Subject Property and the property as described in Exhibit "D" (including any vacated streets or roads) (collectively the "Family Property").

2). Owners at their own expense may construct sanitary sewer lines and water mains throughout the Subject Property adequate to serve the Subject Property when fully developed in accordance with City engineering standards. All such lines and mains shall be constructed in accordance with the engineering plans, specifications and drawings therefore which will be prepared in conformity with the terms of this Agreement and in conformity with the applicable regulations of the IEPA and City engineering standards, and approved by the City Engineer, (which approval shall not be unreasonably withheld). The City, upon request from Owners from time to time, shall execute all permit applications required by the Illinois Environmental Protection Agency and all other environmental or other governmental agencies or authorities having jurisdiction over the Subject Property to enable Owners to construct and for the City to operate said sanitary sewer mains and water lines.

3). Subject to Ordinance No. 2479 "An Ordinance Providing for Recapture in Reference to Meadowwood Subdivision Offsite Sanitary and Water Main Improvements", as set forth in Exhibit "G" attached hereto and made a part hereof, Owners shall not be required to construct or pay for the construction of any off-site improvements, other than those necessary to connect the Subject Property, when developed, to City facilities.

E. Owners agree to grant City underground easements for water and sanitary sewer mains under the terms and conditions set forth in Exhibit "E" attached hereto and made a part hereof, and City agrees to accept the same, this Agreement being conditioned on such acceptance.

<u>Section 11. Storm Drainage</u>: Owners have constructed at their own expense, a storm drainage system throughout the Subject Property adequate to serve the Subject Property. Owners shall not be required to satisfy any additional City

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standards unless the storm drainage on Subject Property is substantially modified. The City, upon requests from Owners from time to time, shall execute all permit applications required by the Illinois Environmental Protection Agency, the U.S. Army Corps of Engineers and all other environmental or other governmental agencies or authorities having jurisdiction over the Subject Property to enable Owners to construct, operate and maintain said storm drainage system.

Section 12. Street Improvements: It is agreed that in connection with the existing use for golf course, golf driving range and accessory uses of the Subject Property, the Owners shall not be required to make or contribute to the City the cost of any additional improvements to any new or existing roads and highways.

Section 13. Recapture: City agrees that with respect to Subject Property Owners shall not be required to pay a fee or surcharge in the nature of a recapture fee or charge pursuant to Ch. 24, Para. 9-5-1 et. seq. and any other provision of law for any improvement so long as the Subject Property is used for golf course, golf driving range and accessory uses. The parties further agree that with respect to water and sanitary sewer usage, there shall be no recapture except pursuant to the Recapture Agreement described in Exhibit "G". Pursuant to said Recapture Agreement, there shall be no recapture for a maximum of five hundred fifty (550) dwelling units or their equivalent all as described in said Recapture Agreement. Such dwelling units or their equivalent may be allocated within the Family Property as Owners in their sole discretion shall determine, subject at all times to the limitations set forth in Exhibit "G".

Section 14. Signage: Owners shall be allowed to erect signs which advertise alone or in combination the golf course, golf driving range, and any other facilities related to each, temporary golf outing and other golf-related event signs on the Subject Property in accordance with City Code.

Section 15. Temporary Facilities: Owners may without a permit requirement use temporary facilities on the Subject Property including tents (for not more than 72 hours unless otherwise approved by the City), shelters, and other temporary facilities generally in use for golf courses and golf driving ranges and their respective accessory uses.

Section 16. Liquor: City understands that alcoholic beverages are served to and in the possession of and consumed by golfers and other customers and guests at St. Andrews and on the golf course pursuant to license granted by the County of Du Page. City agrees that such service, possession and

FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER

consumption of alcoholic beverages in and of itself, is not a nuisance and may continue without a separate license from City. City further agrees that no ordinance it enacts shall prohibit service, possession or consumption of such alcoholic beverages on the Subject Property by anyone permitted by state law to serve, possess or consume alcoholic beverages, and that no more restrictive regulations than those of the County of Du Page shall be applicable to service, possession or consumption of alcoholic beverages on the Subject Property. If alcoholic beverages are sold on property within the corporate limits of the City, a liquor license must be obtained from the City.

Section 17. Operation and Maintenance: Operations of uses of the Subject Property shall be no more restrictive than those restrictions currently imposed by the County of Du Page for the balance of the golf course and golf driving range adjacent to the Subject Property. The Subject Property may be mowed or otherwise maintained at the same time and in the same manner as the balance of the golf course and golf driving range not within the City. City agrees that no City environmental regulations on fertilizers and manner of maintenance shall be more restrictive than currently applicable by state and federal standards. City agrees not to enact any ordinance which is more restrictive than applicable state or federal law with respect to the operations and maintenance of the golf course and golf driving range and accessory uses which requires a license for such operations or maintenance which imposes any requirement not otherwise generally applicable to all properties in the entire City.

Section 18. Forcible Annexation: City agrees that with respect to forcible annexation, it is the intent of the parties that Family Property as defined in Exhibit "E" be in no worse position than if this agreement and the easement set forth therein and the annexation pursuant hereto had not taken place.

Section 19. Eminent Domain: City represents and agrees that it has no intention at the present time of condemning or otherwise taking for any public or private purpose any portion of the Subject Property or any of the real estate described in Exhibit "F".

Section 20. Invalid Provisions and Disconnection: If any provision of the Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the other terms or provisions contained herein, provided, however, in no event shall Owners be limited in their use of the Subject Property

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as a golf course or golf driving range or for any of the uses described herein. In the event the Improvements described in the Grant of Easement and Agreement (Sanitary Sewer and Water Mains) are not completed before February 28, 1993, Owners shall have the absolute right to petition to disconnect all or any part of the Subject Property and City shall approve such disconnection. After such disconnection, the portion of the Subject Property which is disconnected shall be treated as if never within the City.

Section 21. Priority of Provisions: The provisions of this Annexation Agreement and any ordinances, codes, resolutions or regulations passed or amended in accordance herewith or passed or amended in order to fully carry out the terms and provisions hereof shall supersede the provisions of any ordinances, codes, resolutions or regulations of the City, or interpretations of the same which are or may be in conflict with the provisions of this Agreement.

Section 22. Entire Agreement and Parties: This Annexation Agreement and the Exhibits attached hereto contain the entire Agreement of the parties hereto relative to the subject matter hereof and may be modified only by a written instrument executed by the party to be charged with said amendment. This Agreement shall be binding upon all parties who are signatory hereto and their respective successors and assigns and successor owners of record of all or any part of the Subject Property for a period of twenty (20) years after the date hereof. It is the intent of the parties that the approval of the zoning and special uses herein granted shall survive the twenty (20) year period of this Annexation Agreement and the Owners and the City shall be entitled to rely upon the continued effect of the ordinances approving said zoning and special uses for a golf course, golf driving range (with the same conditions and terms as the special use granted by Du Page County) and accessory uses.

Section 23. Obligations: It is recognized by the parties that there are obligations and commitments set forth herein which have been agreed to by Owners and the City will look solely to the Owners or their successors, assignees or future owners of the Subject Property for such performance.

It is understood and agreed by the parties hereto that in the event all or any portion of the Subject Property is sold or conveyed at any time during the term of this Agreement, all of the obligations and responsibilities of the Owners as herein set forth shall devolve upon and be assumed by, any such purchaser or grantee and Owners as herein defined shall be released from all obligations of the Owners

FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER

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which relate to any such portion of the Subject Property as may have been sold or conveyed.

Section 24. Recording: This Annexation Agreement or a memorandum thereto shall be recorded by the City at the expense of the Owners immediately after it is entered into by the parties.

Section 25. Notices: Notice shall be deemed to have been given if delivered by U.S. Mail and delivered to the parties as follows:

If to City: City of West Chicago
475 Main Street
West Chicago, IL 60185

If to Owners: Mr. Frank Jemsek
St. Andrews Golf and Country Club
3N441 Route 59
West Chicago, IL 60185

with a copy to:

Allen L. Landmeier
Smith, Landmeier & Skaar, P.C.
P. O. Box 127
15 North Second Street
Geneva, Illinois 60134

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written.

CITY OF WEST CHICAGO, a
Municipal Corporation

By: _____
Paul Netzel, Mayor

ATTEST:

_____
City Clerk

DU PAGE GOLF PROPERTIES, INC.,
an Illinois Corporation

By: _____
Frank Jemsek, President

FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER

8/21/91 Agreement #286 R91-145449

ATTEST:

Thomas Cascio

Oct 18 1991

"OFFICIAL SEAL"
THOMAS CASCIO
Notary Public, State of Illinois
My Commission Expires 7/22/95

Joe Jensek
Joe Jensek

FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER

4/18/91
5/29/91
8/21/91

Agreement #286 R91-145449

EXHIBIT A
ANNEXATION AGREEMENT 286

PARCEL 1 (part of Jemsek Property)

THE EAST 300.0 FEET OF THAT PART OF THE EAST 1/2 OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTHERLY OF THE NORTHERLY LINE OF "DU PAGE PARKWAY" COUNTY HIGHWAY 48 "ILLINOIS PRAIRIE PATH", IN DU PAGE COUNTY, ILLINOIS.

P.I.N. 01-28-403-010
-005

PARCEL 2 (part of DuPage Golf Property)

THE EAST 300.0 FEET OF THE SOUTH 300.0 FEET OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO THE SOUTH 300.0 FEET OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THE EAST 16 RODS THEREFROM; ALSO THE EAST 300.0 FEET OF THAT PART OF THE NORTHWEST QUARTER OF SECTION 27, AFORESAID, LYING WEST OF THE EAST 16 RODS OF SAID NORTHWEST QUARTER AND, EXCEPTING THE SOUTH 300.0 FEET AND EXCEPTING THE NORTH 725.0 FEET, ALL IN DU PAGE COUNTY, ILLINOIS.

P.I.N. 01-28-207-001
01-27-100-001

EXHIBIT A
ANNEXATION AGREEMENT 286

FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER

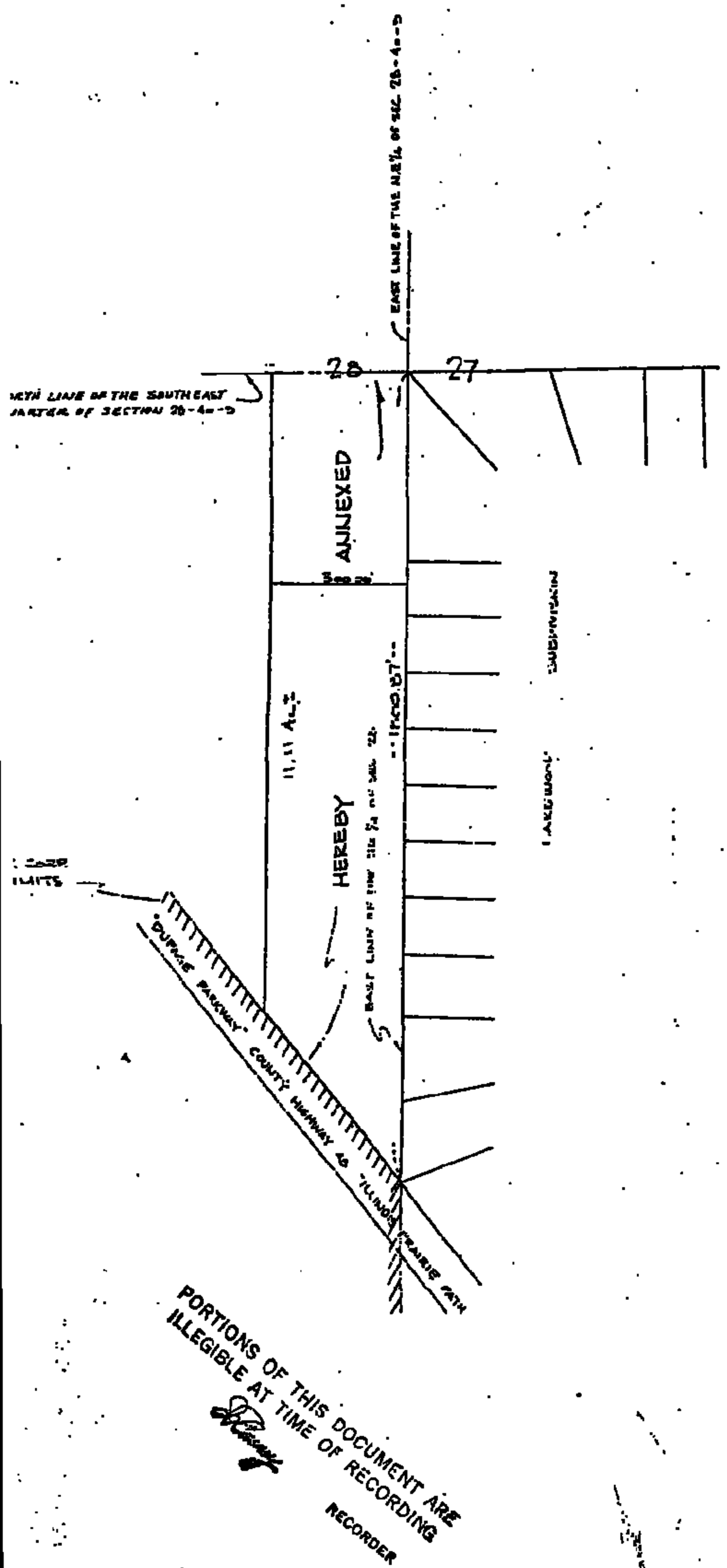
PLAT OF ANNEXATION

10/17/91

TO THE

CITY OF WEST CHICAGO - DUPAGE CO., IL.

R91-145449



LEGAL DESCRIPTION

THE EAST 300.0 FEET OF THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY OF THE NORTHERLY LINE OF "DU PAGE PARKWAY" COUNTY HIGHWAY 46 "ILLINOIS PRAIRIE PATH", IN DU PAGE COUNTY, ILLINOIS.

P.I.N. 01 26 403 010
01 26 403 005

STATE OF ILLINOIS)
COUNTY OF DU PAGE) SS

THIS IS TO CERTIFY THAT I, NORBERT F. LAMBERT, JR., AN ILLINOIS LAND SURVEYOR, HAVE PLATTED FROM THE RECORDS THE ABOVE DESCRIBED PROPERTY FOR THE PURPOSE OF ANNEXATION TO THE CITY OF WEST CHICAGO, ILLINOIS.

I FURTHER CERTIFY THAT THE ANNEXED PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID ANNEXATION. ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.

GIVEN UNDER MY HAND AND SEAL THIS 14TH DAY OF AUGUST, A.D., 1991.

ILLINOIS LAND SURVEYOR NO. 1662

STATE OF ILLINOIS)
COUNTY OF DU PAGE) SS

THE ATTACHED PLAT OF ANNEXATION IS IDENTIFIED AS THAT INCORPORATED INTO AND MADE A PART OF THE CITY OF WEST CHICAGO, ILLINOIS BY ORDINANCE NUMBER _____ ADOPTED BY THE MAYOR AND CITY COUNCIL ON THE ____ DAY OF _____, A.D., 19__.

CITY OF WEST CHICAGO

_____
MAYOR

ATTEST: _____
CLERK

STATE OF ILLINOIS)
COUNTY OF DU PAGE) SS

THIS INSTRUMENT NUMBER _____ WAS FILED FOR THE RECORD IN THE RECORDER'S OFFICE OF DU PAGE COUNTY, ILLINOIS, THIS ____ DAY OF

FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER

R91-145449

10/17/91

PLAT OF ANNEXATION
TO THE
CITY OF WEST CHICAGO - DUPAGE CO., IL.

LEGAL DESCRIPTION

THE EAST 300.0 FEET OF THE SOUTH 300.0 FEET OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO THE SOUTH 300.0 FEET OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THE EAST 16 RODS THEREFROM; ALSO THE EAST 300.0 FEET OF THAT PART OF THE NORTHWEST QUARTER OF SECTION 27, AFORESAID, LYING WEST OF THE EAST 16 RODS OF SAID NORTHWEST QUARTER AND, EXCEPTING THE SOUTH 300.0 FEET AND EXCEPTING THE NORTH 725.0 FEET, ALL IN DU PAGE COUNTY, ILLINOIS.

P.I.N. 01 28 207 001
01 27 100 001

STATE OF ILLINOIS)
COUNTY OF DU PAGE) SS

THIS IS TO CERTIFY THAT I, ROBERT V. LAMBERT, JR., AN ILLINOIS LAND SURVEYOR, HAVE PLATTED FROM THE RECORDS THE ABOVE DESCRIBED PROPERTY FOR THE PURPOSE OF ANNEXATION TO THE CITY OF WEST CHICAGO, ILLINOIS.

I FURTHER CERTIFY THAT THE ANNEXED PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID ANNEXATION. ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.

GIVEN UNDER MY HAND AND SEAL THIS 14th DAY OF August, A.D., 1991.

ILLINOIS LAND SURVEYOR NO. 1001

STATE OF ILLINOIS)
COUNTY OF DU PAGE) SS

THE ATTACHED PLAT OF ANNEXATION IS IDENTIFIED AS THAT INCORPORATED INTO AND MADE A PART OF THE CITY OF WEST CHICAGO, ILLINOIS BY ORDINANCE NUMBER _____ ADOPTED BY THE MAYOR AND CITY COUNCIL ON THE ____ DAY OF _____, A.D., 19____.

CITY OF WEST CHICAGO

_____
MAYOR

ATTEST: _____
CITY CLERK

STATE OF ILLINOIS)
COUNTY OF DU PAGE) SS

THIS INSTRUMENT NUMBER _____ WAS FILED FOR THE RECORD IN THE RECORDER'S OFFICE OF DU PAGE COUNTY, ILLINOIS, THIS ____ DAY OF _____, A.D., 19____ AT ____ O'CLOCK ____ M.

RECORDER

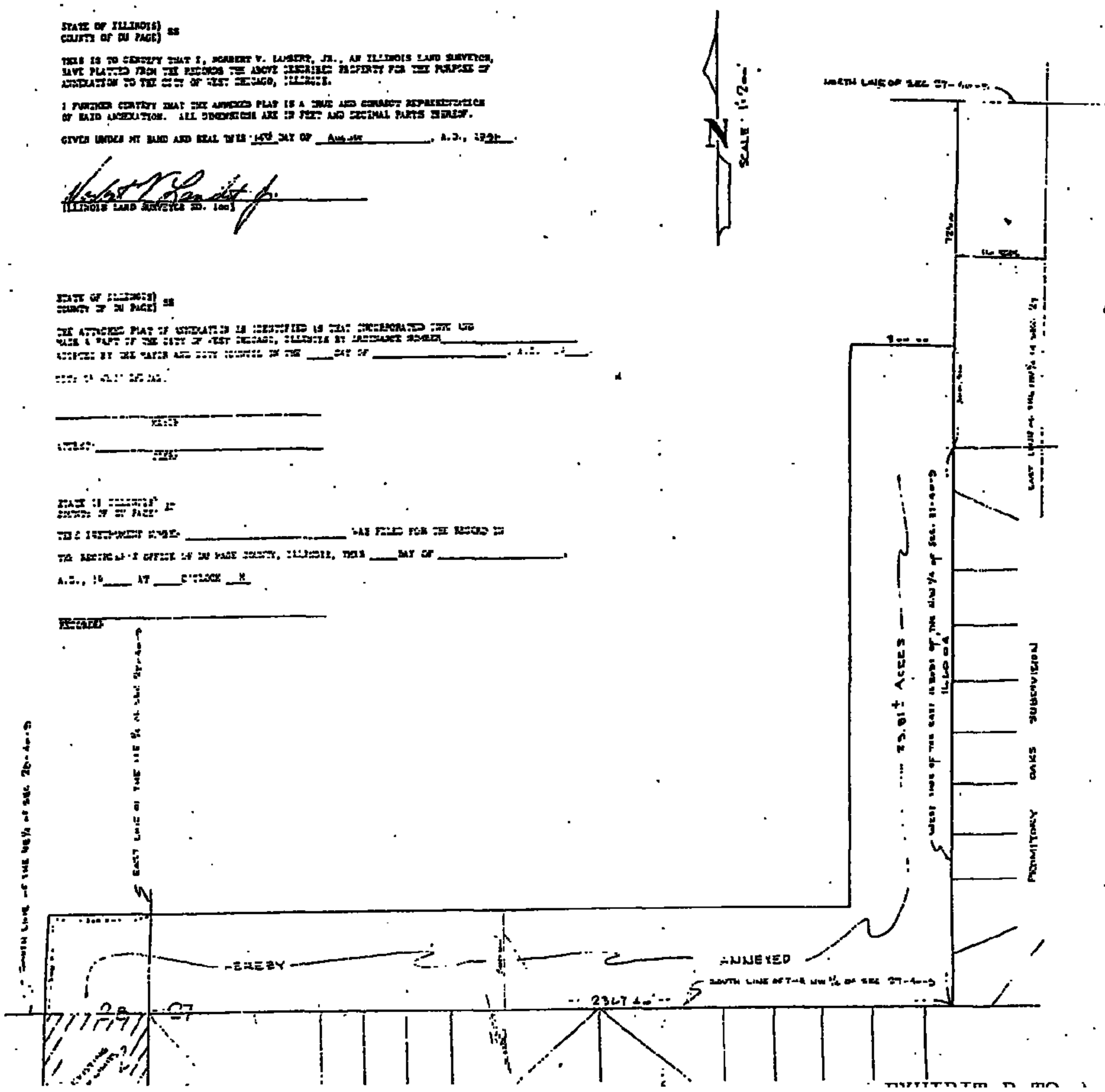


EXHIBIT B TO

2/01/91
4/18/91
5/29/91
8/21/91

Agreement 286
Exhibit C

R91-145449

ORDINANCE NO. 2480

AN ORDINANCE GRANTING A SPECIAL USE
FOR A GOLF DRIVING RANGE (ST. ANDREWS)

WHEREAS, a Petition for a special use as a golf driving range in the E-R Estate Residential District was filed by Joe Jemsek (hereinafter referred to as the "Owner"), owner of record of the property described in Exhibit "A" attached hereto and made a part hereof (the "Golf Driving Range Property"); and

WHEREAS, St. Andrews Golf and Country Club (hereinafter referred to as "St. Andrews") has been operated as a golf course for more than fifty (50) years within the area bounded by Illinois Route 59 on the west, Smith Road on the north, Klein Road on the east and Illinois Route 64 on the south. The operations of St. Andrews have included the golf course, lighted golf driving range, accessory parking, pro shops, restaurants and snack shops serving liquor by the drink and related facilities. The facilities of St. Andrews also include banquet rooms, parking, lighting, locker rooms, storage facilities for golf course equipment housing for grounds keepers, and various other facilities and improvements incidental to operation of a golf course and the above-described related uses. Private water wells are used for human consumption and for irrigation and watering the golf course and related lands. A private sewerage disposal system operated pursuant to a permit from the Illinois

EXHIBIT C
ANNEXATION AGREEMENT #286

FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER

Environmental Protection Agency serves the facilities on Owners' lands and other adjacent properties. A number of ponds and streams run throughout the lands beneficially owned by Owners or their related parties. Through the years Owners have conducted substantial landscaping changes and improvements and contemplate additional changes may be made. Owners, with the consent of City, contemplate continued operation of the golf course and above-described facilities as well as the lighted golf driving range and accessory uses with no further restrictions than are currently imposed on Owners and the Subject Property by Du Page County; and

WHEREAS, the Owners intend to continue using and developing St. Andrews as a golf course and as a lighted golf driving range along with accessory uses for each of the uses mentioned above, and City has no objection to such continued use and development; and

WHEREAS, the Golf Driving Range Property is a portion of the real estate covered by the golf course and lighted golf driving range; and

WHEREAS, the parties have heretofore approved and entered into an Annexation Agreement for the Golf Driving Range Property and other properties; and

WHEREAS, all notices, publications, public hearings and all other matters attendant to the consideration and approval of this Special Use Ordinance have been given, made, held and

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performed as required by statute and the ordinances, regulations and procedures of the City; and

WHEREAS, the Plan Commission, after a public hearing as required by law has made findings of fact and recommendation to City Council as required by law including Section 4.15-6; and

WHEREAS, the City has found that none of the Golf Driving Range Property is within a flood plain or otherwise governed by Article 9, "Flood Plain Overlay District" of the West Chicago Zoning Ordinance, and that no drainage improvements need be installed on the Golf Driving Range Property unless the drainage is substantially modified; and

WHEREAS, the County of Du Page has granted a special use for the golf driving range and thereby regulates substantially all of the activities on the golf driving range, less than one-third of the land area thereof being within the city limits of City, a copy of such special use being attached hereto as Exhibit "B"; and

WHEREAS, various requirements pertaining to bulk regulations, access, signs, off-street parking and loading, yard obstructions, signs and operational issues are covered by the Du Page County special use.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of West Chicago, Du Page County, Illinois, as follows:

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SECTION 1 - PREAMBLE INCLUDED: It is acknowledged and agreed by all the parties hereto that the preambles hereinabove set forth constitute a material part of this Ordinance and does hereby incorporate the same herein as though fully set forth herein at length.

SECTION 2 - ZONING: That the Golf Driving Range Property is currently zoned E-R Estate Residential District and is hereby granted a special use as a golf driving range under the terms, conditions and such standards as are set forth herein.

SECTION 3 - INCORPORATION OF STANDARDS, TERMS AND CONDITIONS: The following standards, terms and conditions are hereby granted:

A. Fences, walls, hedges and other structures, specifically safety nets and lights are permitted within required yards.

B. No permit is required for a temporary facility including tents, provided the same shall not be up for more than 72 hours.

C. Any ordinances regulating the use of the Golf Driving Range Property which are more restrictive than those applicable to the special use for a golf driving range issued by the County of Du Page attached as Exhibit B shall be inapplicable to the Golf Driving Range Property.

D. There shall be no yard requirement for the lot lines for the golf driving range.

E. There shall be no minimum lot size or maximum coverage of the lot for purposes of the golf driving range.

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Agreement 280 Ordinance 2480 R91-145449

F. Hours of operations may be from 5:00 A.M. to 11:00 P.M. Sundays through Thursdays and from 5:00 A.M. to 12:00 P.M. (Midnight) on Fridays and Saturdays.

G. Lights for the golf driving range may be turned on at sunset or earlier if Owner determines it is necessary or desirable, and may remain on until one hour past closing hour.

H. Use of the Golf Driving Range Property as a part of an existing golf driving range is not a subdivision and none of the subdivision requirements need be satisfied.

I. There shall be no obligation for donations to schools or parks or for any other public facility donation, impact fee, transition fee or other similar fee or charge arising out of the operation of the Golf Driving Range or accessory uses.

J. Water wells and water lines for potable purposes and non-potable purposes such as irrigation and landscape maintenance may be constructed, operated, repaired and maintained on any part of the Golf Driving Range Property. The City agrees to grant all permits necessary for such wells upon request. Such wells shall remain the property of the owners of the property and shall not cross connect with the City's water system. Limitations on the use of water on the Golf Driving Range such as a sprinkler ban, shall not be applicable to use of water from the aforedescribed water wells or water lines.

K. A storm drainage system throughout the Golf Driving Range adequate to serve the Golf Driving Range Property. There shall be no requirement to satisfy any additional City standards unless the storm drainage on Golf Driving Range Property is substantially modified. The City, upon requests from the owner of the property shall, from time to time, shall execute all permit applications required by the Illinois Environmental Protection Agency, the U.S. Army Corps of Engineers and all other environmental or other governmental agencies or authorities having jurisdiction over the Golf Driving Range Property for construction operation and maintenance said storm drainage system.

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L. In connection with the existing use of the golf driving range and accessory uses of the Golf Driving Range Property, there shall be no requirement to make or contribute to the City the cost of any additional improvements to any new or existing roads and highways.

M. The owners of the Golf Driving Range Property shall not be required to pay a fee or surcharge in the nature of a recapture fee or charge pursuant to Ch. 24, Para. 9-5-1 et. seq. and any other provision of law for any improvement so long as the Golf Driving Range Property is used for golf driving range and accessory uses.

N. Signs which advertise alone or in combination the golf course, golf driving range, and any other facilities related to each, temporary golf outing and other golf-related event signs on the Golf Driving Range Property in accordance with City Code.

O. Without a permit requirement temporary facilities may be used on the Golf Driving Range Property including tents (for not more than 72 hours unless otherwise approved by the City), shelters, and other temporary facilities generally in use for golf driving ranges and accessory uses.

P. Alcoholic beverages are served to and in the possession of and consumed by golfers and other customers and guests at St. Andrews and on the golf driving range pursuant to license granted by the County of Du Page. City agrees that such service, possession and consumption of alcoholic beverages in and of itself, is not a nuisance and may continue without a separate license from City. City further agrees that no ordinance it enacts shall prohibit service, possession or consumption of such alcoholic beverages on the Golf Driving Range Property by anyone permitted by state law to serve, possess or consume alcoholic beverages, and that no more restrictive regulations than those of the County of Du Page shall be applicable to service, possession or consumption of alcoholic beverages on the Golf Driving Range Property. If alcoholic beverages are sold on property within the corporate limits of the City, a liquor license must be obtained from the City.

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R. Operations of uses of the Golf Driving Range Property shall be no more restrictive than those restrictions currently imposed by the County of Du Page for the balance of the golf driving range adjacent to the Golf Driving Range Property. The Golf Driving Range Property may be mowed or otherwise maintained at the same time and in the same manner as the balance of the golf driving range not within the City. No City environmental regulations on fertilizers and manner of maintenance shall be more restrictive than currently applicable by state and federal standards. No ordinance shall be applicable to the Golf Driving Range Property which is more restrictive than applicable state or federal law with respect to the operations and maintenance of the golf driving range and accessory uses which requires a license for such operations or maintenance and which imposes any requirement not otherwise generally applicable to all properties in the entire City.

SECTION 4 - CONFLICT OF ORDINANCES: The provisions of this Special Use Ordinance shall supersede the provisions of any ordinances, codes, resolutions or regulations of the City or interpretations thereof which are in conflict with the provisions hereof.

SECTION 5 - REPEALER: All ordinances or parts thereof in conflict with this Ordinance are hereby repealed.

SECTION 6 - EFFECTIVE DATE: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form.

PASSED this _____ day of _____, 19__.

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8/21/91 R91-145449

Alderman L. Mitchell _____ Alderman D. Earley ____

Alderman R. Blacklidge _____ Alderman T. Merrion ____

Alderman C. Perry _____ Alderman E. Wind ____

Alderman J. Michnick _____ Alderman J. Taylor ____

APPROVED this _____ day of _____, 19__.

_____
Mayor

ATTEST:

City Clerk

PUBLISHED:

FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER

5/29/91

Agreement 286
Exhibit C
Ordinance 2480

R91-145449

EXHIBIT A
TO AN APPLICATION FOR A SPECIAL USE
FOR A GOLF DRIVING RANGE (ST. ANDREWS)

PARCEL 1 (part of Jemsek Property)

THE EAST 300.0 FEET OF THAT PART OF THE EAST 1/2 OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTHERLY OF THE NORTHERLY LINE OF "DU PAGE PARKWAY" COUNTY HIGHWAY 48 "ILLINOIS PRAIRIE PATH", IN DU PAGE COUNTY, ILLINOIS.

P.I.N. 01-28-403-010
-005

PARCEL 2 (part of DuPage Golf Property)

THE EAST 300.0 FEET OF THE SOUTH 300.0 FEET OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN.

P.I.N. 01-28-207-001

TO EXHIBIT C TO ANNEXATION AGREEMENT

ORDINANCE
ZP-3829-89

WHEREAS, a public hearing was held in Room 203 of the DuPage County Court House, 201 Reber Street, Wheaton, Illinois, on June 29, 1989 at 7:30 P.M. before the DuPage County Zoning Board of Appeals, and notice of said hearing was duly given, and

WHEREAS, a petition was presented at this meeting requesting the following: (1) a Conditional Use for the construction, operation and maintenance of a golf driving range; (2) a Conditional Use for construction in a Special Flood Hazard Area; (3) a Variation for construction, operation and maintenance of an accessory building for the sale of food, beverages, and golf related equipment incidental to the driving range use; (4) Variations for a 7 foot fence and a 30 foot ball barrier fence; and (5) a Variation for a public address system, all while located in an R-3 Single Family Residence District, on the property hereinafter described:

That part of the East half of the Southeast Quarter of Section 28, Township 40 North, Range 9 East of the Third Principal Meridian, as originally conveyed by deeds recorded in Book 89, Page 43 and in Book 90, Page 47 of the DuPage County Recorder's Office and more particularly described by commencing at the Northeast corner of said Southeast Quarter of Section 28 for a place of beginning and running thence South along the East line of said Southeast Quarter, 1800.87 feet to the Northeasterly line of a tract conveyed to the Western United Gas and Electric Company by warranty deed recorded as Document 202408 in the said Recorder's Office; thence North 39 degrees 38 minutes West along the Northeasterly line of said Western United Gas and Electric Company's Tract, 579.86 feet to a point in the South line of the Northeast Quarter of the said Southeast Quarter of Section 28; thence South 88 degrees 27 minutes West along the said South line of the Northeast Quarter of the Southeast Quarter 951.88 feet to the Southwest corner of said Northeast Quarter of the Southeast Quarter; thence North 0 degrees 2 minutes East along the West line of the East half of said Southeast Quarter 1341.6 feet to the Northwest corner of the said East half of the Southeast Quarter; thence North 88 degrees 20 minutes East along the North line of the said Southeast Quarter of Section 28, 1321.1 feet to the place of beginning (excepting therefrom the area of the right of way of the Aurora, Elgin and Chicago Railroad Company, as conveyed by a deed recorded as Document 75033 in the Recorder's Office of DuPage County, and also excepting therefrom the aforesaid Western United Gas and Electric Company's tract, and also excepting therefrom that part heretofore dedicated for public highway purposes (Illinois Route 59), all in DuPage County, Illinois. (01-28-403-005, 010 & 011)

R91-145449

FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER

EXHIBIT B

TO EXHIBIT C TO ANNEXATION AGREEMENT 286

WHEREAS, the Zoning Board of Appeals, having considered in relation to the above request evidence presented at the above hearing and at the recommendation meeting held on July 13, 1989, finds as follows:

A. That the property is located in the southeast quarter of Section 28 in Wayne Township on State Route 59 approximately 2,800 feet north of its intersection with North Avenue (State Route 64); that the property has approximately 1158 feet of frontage on Route 59 and an area of approximately 1,649,338 square feet (37.9 acres) exclusive of the right-of-way of the DuPage Parkway.

B. That the property is presently zoned R-3 SINGLE-FAMILY RESIDENCE DISTRICT and is improved with an unfinished golf driving range and parking for St. Andrews Golf Club; and that the property shows as open space on the DuPage County Land Use Plan.

C. That the property is bordered on the northwest, north and east by properties in the unincorporated area; that the property to the northwest, across Route 59, is part of the Oak Meadows subdivision of single-family homes but is presently unimproved, that the property to the north is the remainder of St. Andrews Golf Club, and that the property to the east is part of the Lakewood subdivision and is improved with single-family homes on approximately half-acre lots served by private wells and septic systems; and that the land to the south and west is incorporated within the City of West Chicago; that land to the south has a commercial zoning and is presently being improved with a K-Mart shopping facility; and that the land to the west, across Route 59, is zoned residential and is unimproved.

D. That the DuPage Parkway (Illinois Prairie Path) cuts diagonally through the subject property in a northwest-southeast direction and is utilized as a recreational trail by hikers, horse riders and bicyclists.

E. That Route 59, on the west side of the property, has a 100-foot right-of-way, is improved with a two lane roadway, and is designated as a principal arterial street on the DuPage County Year 2005 Transportation Plan; and that the County Division of Transportation anticipates the expansion in the near future of Route 59 from two lanes to four lanes in front of the subject property.

F. That the petitioner has begun to construct the driving range on the subject property without an excavation/filling permit, then obtained the permit but was informed that a permit would be required from the U.S. Army Corps of Engineers for construction in the wetland; that the petitioner applied

to the Corps of Engineers for a permit, submitting a wetland mitigation plan for the wetlands which are located on the property; and that the Corps of Engineers issued their approval under permit application #4148903 and that the Illinois Environmental Protection Agency has issued their certification under Section 401 of the Clean Water Act on March 23, 1989.

G. That the petitioner has also applied to the County for a Conditional Use to allow the golf driving range in an R-3 District and for a Conditional Use to allow modification of the wetland under the County zoning ordinance.

H. That the grading plan for stormwater detention and wetlands mitigation for the driving range has been reviewed and approved preliminarily by the County Department of Environmental Concerns.

I. That the County Division of Transportation has indicated a need for increased right-of-way on the east side of Route 59 in front of the subject property for the planned improvements to the roadway; and that this will require an increase in the right-of-way ease of the centerline of Route 59 from 50 feet to 60 feet.

J. That at the public hearing the petitioner dropped the request for a variation for a public address system.

K. That two neighbors testified in favor of the petition and no one spoke in opposition; and that during the hearing the following issues were addressed:

1. Safety - The driving range was designed by a golf course architect to encourage hits away from the perimeter of the site. It contains an area of nearly 28 acres and is substantially bigger than normal driving ranges which usually have from 16 to 20 acres. The range has an extra long dimension from northwest to southeast which can accommodate the long-ball hitters. The petitioner is proposing safety nets at various points on the range which would be 30 feet high to prevent any fluke balls from bounding over onto the Prairie Path or into the back yards of the homes in the Lakewood subdivision. The range is also ringed by thick woods of mature trees on the east and south lines which will also help to contain the balls.
2. Operations - The new building which is located by the parking lot will contain a snack shop and a supervisor for the west tee. Miscellaneous golf accessories such as balls and tees would be sold here, but the bulk of golf-related merchandise would be sold in the pro shop in the main club house. Operations of the driving range would begin typically around May 1st of each year and continue to on somewhat beyond Labor Day. That

the driving range would open at dawn and run until 10:00 p.m. Sunday through Thursday and until 11:00 p.m. on Friday and Saturday. The lights would only be used in the evenings, not in the morning.

3. Lights - Five 40-foot light poles would be placed to the rear of the west tee, each with two light fixtures which provide a Level 8 lighting. This type of lighting minimizes the glare for surrounding property owners. Also the 40-foot height allows the lights to be directed downward which also minimizes the glare. Additional lighting would be placed downrange on the ground behind berms to provide additional illumination as balls travel away from the tee. With all this lighting the petitioner has testified that the lighting level on the surrounding property would not exceed .05 footcandle, substantially below the levels required by the zoning ordinance performance standards.

4. Wetlands/Drainage - The petitioner has submitted a wetlands mitigation plan to both the Army Corps of Engineers and the Illinois Environmental Protection Agency. Both agencies have approved the plan. The original 3.6 acres of wetlands on St. Andrews are reduced under the plan to 2.85 acres, but the quality of the plant material has been upgraded. Both agencies have accepted this enhancement in the quality of the plant material as a trade-off for the decrease in acreage. The drainage plan has been reviewed and preliminarily approved by the County Department of Environmental Concerns.

5. Parking/Access - The existing parking on the subject property will be revised to accommodate the additional 10 feet of right-of-way required by the County Division of Transportation for improvements to Route 59 and to accommodate the required 30 foot front yard setback which is required in the R-3 District. The petitioner testified that the increase in traffic due to the driving range would be less than 10 percent of the total traffic to the golf course. The petitioner also testified that, when the improvements are made to Route 59, they will install, at their expense, a left turn lane in southbound Route 59 to accommodate traffic into St. Andrews.

L. That the petitioner has presented evidence that the proposed improvements are in harmony with the general purpose and intent of the DuPage County Zoning Ordinance and will not be injurious to the neighborhood or detrimental to the public welfare.

M. That the location of the improvements on the lot and proposed use will not impair an adequate supply of light and air to adjacent properties.

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N. That the proposed zoning relief will not increase the hazard from fire or other dangers to said property, diminish the value of land and buildings throughout the County, unduly increase traffic congestion in the public streets and highways, increase the potential for flood damages to adjacent property, incur additional public expense for fire protection, rescue or relief, or otherwise impair the public health, safety, comfort, morals or general welfare of the inhabitants of DuPage County, nor will it otherwise create a nuisance.

WHEREAS, the Zoning Board of Appeals has recommended that a conditional use be granted to allow for the construction, operation and maintenance of a golf driving range, a conditional use be granted for construction in a Special Flood Hazard Area, a Variation be granted for construction, operation and maintenance of an accessory building for the sale of food, beverages and golf related equipment incidental to the driving range use and Variations be granted for a seven foot high fence and a 30 foot ball barrier fence, all while located in an R-3 Single-Family Residence District subject to the following conditions:

1. That the property be developed essentially in accordance with Revised Site Plan dated July 7, 1989 that is attached to and made a part of ZBA Case #3829-89.

2. That, before building permits are issued, the property owner/developer submit a complete landscape plan, which plan shall be reviewed and approved by the County Development Department. The County Development Department shall require a cash bond or irrevocable letter of credit from the developer at the time such plan is approved to guarantee installation of the required landscaping. The landscape plan shall include all of the following: (1) Title block including scale of the plan and north point; (2) list of plant materials by name (botanic and common); (3) number (quantity) of each type of plant material to be installed; (4) key numbers on the plan to identify where each type of plant material is to be installed; (5) size of material to be installed; and (6) a complete cost estimate for landscape construction and installation from a recognized contractor. Such plan to show all landscaping as shown on the site plan and landscaping in the islands of the parking area. The plan also to show a landscaping berm or hedge to at least 4 feet in height to the west of the parking area to block vehicle lights from shining onto Route 59 and extensive landscaping between the parking area and the Illinois Prairie Path to soften the impact of the parking area when viewed from the Prairie Path area.

3. That, before building permits are issued, stormwater retention/detention facilities be provided in accordance with the

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specifications of SECTION 37-4.14 "STORM WATER MANAGEMENT STANDARDS" of the DuPage County Zoning Ordinance. All final engineering plans relating to storm water retention/detention facilities shall be approved by the DuPage County Department of Environmental Concerns.

4. That the northern tee area be used only as an overflow area and that it be supervised at all times when it is in use. The supervisor is to enforce the rules that the golf balls be hit toward the center of the driving range.

5. That the southern tee be used for instruction purposes only for 2 to 3 people at a time with an employee of the golf course in attendance at all times it is in use.

6. That the hours of operation be from dawn to 10:00 p.m. Sunday through Thursday and dawn to 11:00 p.m. Friday and Saturday.

7. That the lights for the driving range not be turned on until sunset and be turned off at the time of closing each evening.

8. That the lighting for the driving range be constructed as per the lighting plan which is attached to ZBA Petition #3829-89.

9. That no lighting be allowed in the parking area without review and approval of the lighting by the Building and Development Departments of DuPage County.

10. That the western tee is the only area to be used during evenings when the lighting is turned on.

11. That there be no public address system associated with the driving range.

12. That the sales building may sell driving range balls and other equipment related to the driving range only, may operate a small snack shop, but the sale of alcoholic beverage be prohibited, and shall have the same hours of operation as the driving range.

13. That the wetland modifications be done in accordance with the conditions contained in Permit #4148903 issued by the Army Corps of Engineers and the certification under Section 401 of the Clean Water Act issued by the Illinois Environmental Protection Agency in a letter dated March 23, 1989.

14. That the property be developed in compliance with all other codes and ordinances of DuPage County.

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EXHIBIT B

TO EXHIBIT C TO ANNEXATION AGREEMENT 286

15. That the petition not go to the County Development Committee until the petitioner provides a revised site plan which is approved by the Secretary of the Zoning Board of Appeals.

WHEREAS, the petitioner has provided a revised site plan dated July 19, 1989 which has been reviewed and approved by the Secretary of the Zoning Board of Appeals, and

WHEREAS, the County Board of DuPage County, Illinois has considered the above findings and recommendations of the Zoning Board of Appeals and concurs in and hereby adopts them, and

WHEREAS, the petitioner has submitted a revised legal description of the property containing the golf driving range which is smaller than the legal description which was advertised for the public hearing but all of which is contained in that original legal description, and

WHEREAS, the petitioner desires that approval of this petition be limited to the smaller area contained in the revised legal description and not to the larger area contained in the original legal description.

NOW, THEREFORE, BE IT ORDAINED by the County Board of DuPage County, Illinois a conditional use be granted to allow for the construction, operation and maintenance of a golf driving range, a conditional use be granted for construction in a Special Flood Hazard Area, a Variation be granted for construction, operation and maintenance of an accessory building for the sale of food, beverages and golf related equipment incidental to the driving range use and Variations be granted for a seven foot high fence and a 30 foot ball barrier fence, all while located in an R-3 Single-Family Residence District on the property hereinafter described:

That part of the following described property (consisting of a 27.7063 acre parcel and a 1.9038 acre parcel) located north of the northern boundary of the "Illinois Prairie Path" (a/k/a "DuPage Parkway County Highway 48") and east of Illinois Route 59, as shown by the May 13, 1988 Plat of Survey of Midwest Survey Consultants, Inc.:
That part of the East half of the Southeast Quarter of Section 28, Township 40 North, Range 9 East of the Third Principal Meridian, as originally conveyed by deeds recorded in Book 89, Page 43 and in Book 90, Page 47 of the DuPage County Recorder's Office and more particularly described by commencing at the Northeast corner of said Southeast Quarter of Section 28 for a place of beginning and running thence South along the East line of said Southeast Quarter, 1800.87 feet to the Northeasterly line of a tract conveyed to the Western United Gas and Electric Company by warranty deed recorded as Document 202408 in the said Recorder's Office;

thence North 39 degrees 38 minutes West along the Northeasterly line of said Western United Gas and Electric Company's Tract, 579.86 feet to a point in the South line of the Northeast Quarter of the said Southeast Quarter of Section 28; thence South 88 degrees 27 minutes West along the said South line of the Northeast Quarter of the Southeast Quarter 951.88 feet to the Southwest corner of said Northeast Quarter of the Southeast Quarter; thence North 0 degrees 2 minutes East along the West line of the East half of said Southeast Quarter 1341.6 feet to the Northwest corner of the said East half of the Southeast Quarter; thence North 88 degrees 20 minutes East along the North line of the said Southeast Quarter of Section 28, 1321.1 feet to the place of beginning (excepting therefrom the area of the right of way of the Aurora, Elgin and Chicago Railroad Company, as conveyed by a deed recorded as Document 75033 in the Recorder's Office of DuPage County, and also excepting therefrom the aforesaid Western United Gas and Electric Company's tract, and also excepting therefrom that part heretofore dedicated for public highway purposes (Illinois Route 59), all in DuPage County, Illinois. (01-28-403-005, 010 & 011)

The zoning relief is granted subject to the following conditions:

1. That the property shall be developed essentially in accordance with Revised Site Plan dated July 19, 1989 that is attached to and made a part of ZBA Case #3829-89.

2. That, before building permits are issued, the property owner/developer shall submit a complete landscape plan, which plan shall be reviewed and approved by the County Development Department. The County Development Department shall require a cash bond or irrevocable letter of credit from the developer at the time such plan is approved to guarantee installation of the required landscaping. The landscape plan shall include all of the following: (1) Title block including scale of the plan and north point; (2) list of plant materials by name (botanic and common); (3) number (quantity) of each type of plant material to be installed; (4) key numbers on the plan to identify where each type of plant material is to be installed; (5) size of material to be installed; and (6) a complete cost estimate for landscape construction and installation from a recognized contractor. Such plan to show all landscaping as shown on the site plan and landscaping in the islands of the parking area. The plan also to show a landscaping berm or hedge to at least 4 feet in height to the west of the parking area to block vehicle lights from shining onto Route 59 and extensive landscaping between the parking area and the Illinois Prairie Path to soften the impact of the parking area when viewed from the Prairie Path area.

TO EXHIBIT C TO ANNEXATION AGREEMENT 286

3. That, before building permits are issued, stormwater retention/detention facilities shall be provided in accordance with the specifications of SECTION 37-4.14 "STORM WATER MANAGEMENT STANDARDS" of the DuPage County Zoning Ordinance. All final engineering plans relating to storm water retention/detention facilities shall be approved by the DuPage County Department of Environmental Concerns.

4. That the northern tee area shall be used only as an overflow area and that it be supervised at all times when it is in use. The supervisor is to enforce the rules that the golf balls be hit toward the center of the driving range.

5. That the southern tee shall be used for instruction purposes only for 2 to 3 people at a time with an employee of the golf course in attendance at all times it is in use.

6. That the hours of operation shall be from dawn to 10:00 p.m. Sunday through Thursday and dawn to 11:00 p.m. Friday and Saturday.

7. That the lights for the driving range shall not be turned on until sunset and be turned off at the time of closing each evening.

8. That the lighting for the driving range shall be constructed as per the lighting plan which is attached to ZBA Petition #3829-89.

9. That no lighting shall be allowed in the parking area without review and approval of the lighting by the Building and Development Departments of DuPage County.

10. That the western tee shall be the only area to be used during evenings when the lighting is turned on.

11. That there shall be no public address system associated with the driving range.

12. That the sales building shall sell driving range balls and other equipment related to the driving range only, shall operate a small snack shop, but the sale of alcoholic beverage be prohibited, and shall have the same hours of operation as the driving range.

13. That the wetland modifications shall be done in accordance with the conditions contained in Permit #4148903 issued by the Army Corps of Engineers and the certification under Section 401 of the Clean Water Act issued by the Illinois Environmental Protection Agency in a letter dated March 23, 1989.

EXHIBIT B

TO EXHIBIT C TO ANNEXATION AGREEMENT 26

14. That the property shall be developed in compliance with all other codes and ordinances of DuPage County.

BE IT FURTHER ORDAINED by the County Board of DuPage County, Illinois that should any section, clause or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

BE IT FURTHER ORDAINED that a certified copy of this Ordinance be transmitted by the County Clerk to Dalip Bammi, Director, DuPage County County Development Department; State's Attorney's Office; DuPage County Building Department; Gregory Wilcox, Director of Environmental Concerns - Drainage; Dave Plueddemann, DuPage County Health Department; DuPage County Auditor's Office; Donald Zeilenga, Director, DuPage County Division of Transportation; Earl Hermansen, City of West Chicago, 495 Main Street, West Chicago, Illinois 60185; Jack Skriden, Chairman, Zoning Board of Appeals, 10 S 591 Madison, Burr Ridge, Illinois 60521; and Joe Jemsek, c/o St. Andrews Golf Club, 3N441 Route 59, West Chicago, IL 60185.

ADOPTED AND APPROVED this 25th day of July, 1989, A.D.

Signed this 26th day of July 1989, A.D.

Jack T Knuepfer
Chairman of the County Board
DuPage County, Illinois

ATTEST: Gary R. King
COUNTY CLERK

Ayes: 22
Absent: 3

FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER

R91-145449

EXHIBIT B

TO EXHIBIT C TO ANNEXATION AGREEMENT 28b

STATE OF ILLINOIS)
)
COUNTY OF DU PAGE)

I, GARY A. KING, COUNTY CLERK AND CLERK OF THE COUNTY BOARD IN THE COUNTY AND STATE AFORESAID, AND KEEPER OF THE RECORDS AND FILES THEREOF, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT COPY OF

AN ORDINANCE

ADOPTED BY THE COUNTY BOARD AT A MEETING HELD AT THE DU PAGE CENTER, 421 N. COUNTY FARM ROAD, WHEATON, ILLINOIS, ON THE 25TH DAY OF JULY, A.D. 1989.

ALL OF WHICH APPEARS FROM THE RECORDS OF THE PROCEEDINGS OF SAID COUNTY BOARD NOW IN MY OFFICE REMAINING.

GIVEN UNDER MY HAND AND OFFICIAL SEAL AT WHEATON, ILLINOIS, THIS 26TH DAY OF JULY, A.D. 1989.

Gary A. King

COUNTY CLERK AND
CLERK OF THE COUNTY BOARD
OF DU PAGE COUNTY, ILLINOIS

FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER

EXHIBIT D
ANNEXATION AGREEMENT 28b

DUPAGE GOLF PROPERTY:

THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION TWENTY-EIGHT (28) TOWNSHIP FORTY (40) NORTH, RANGE NINE (9) EAST OF THE THIRD PRINCIPAL MERIDIAN ALSO THE SOUTH 10.17 CHAINS OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION TWENTY-ONE (21), TOWNSHIP FORTY (40) NORTH, RANGE NINE (9) EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE NORTHWEST QUARTER OF SECTION TWENTY-SEVEN, TOWNSHIP FORTY (40) NORTH, RANGE NINE (9) EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE EAST 16 RODS THEREOF, IN WAYNE TOWNSHIP, DU PAGE COUNTY, ILLINOIS.

P.I.N. 01-28-207-001
01-21-406-005
01-27-100-001

JENSEK PROPERTY:

THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS ORIGINALLY CONVEYED BY DEEDS RECORDED IN BOOK 89, PAGE 43 AND IN BOOK 90, PAGE 47 OF THE DUPAGE COUNTY RECORDER'S OFFICE AND MORE PARTICULARLY DESCRIBED BY COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 28 FOR A PLACE OF BEGINNING AND RUNNING THENCE SOUTH ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER 1800.87 FEET TO THE NORTH EASTERLY LINE OF A TRACT CONVEYED TO WESTERN UNITED GAS AND ELECTRIC COMPANY BY WARRANTY DEED RECORDED AS DOCUMENT 202408 IN THE SAID RECORDER'S OFFICE; THENCE NORTH 39 DEGREES 38 MINUTES WEST ALONG THE NORTHEASTERLY LINE OF SAID WESTERN UNITED GAS AND ELECTRIC COMPANY'S TRACT, 579.86 FEET TO A POINT IN THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SAID SOUTHEAST QUARTER OF SECTION 28; THENCE SOUTH 88 DEGREES 27 MINUTES WEST ALONG THE SAID SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTH EAST QUARTER 951.68 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 0 DEGREES 2 MINUTES EAST ALONG THE WEST LINE OF THE EAST HALF OF SAID SOUTHEAST QUARTER 1341.6 FEET TO THE NORTHWEST CORNER OF THE SAID EAST HALF OF THE SOUTHEAST QUARTER; THENCE NORTH 88 DEGREES 20 MINUTES EAST ALONG THE NORTH LINE OF THE SAID SOUTHEAST QUARTER OF SECTION 28, 1321.1 FEET TO THE PLACE OF BEGINNING (EXCEPTING THEREFROM THE AREA OF THE RIGHT OF WAY OF THE AURORA, ELGIN AND CHICAGO RAILROAD COMPANY, AS CONVEYED BY A DEED RECORDED AS DOCUMENT 75033 IN THE RECORDER'S OFFICE OF DUPAGE COUNTY AND ALSO EXCEPTING THEREFROM THE AFORESAID WESTERN UNITED GAS AND ELECTRIC COMPANY'S TRACT, AND ALSO EXCEPTING THEREFROM THAT PART HEREFOFORE DEDICATED FOR PUBLIC HIGHWAY PURPOSES (ILLINOIS ROUTE 59), ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 01-28-403-005
-010
-011

EXHIBIT D
ANNEXATION AGREEMENT

WIANT ROAD PROPERTY:

A. PARCEL 1

LOTS 220, 221, 222 AND 223 IN COMPOSITE PLAT OF ROBERT BARTLETT'S OAK MEADOWS SUBDIVISION UNIT 1, AND RESUBDIVISION THEREOF IN PART, BEING A PART OF THE SOUTH EAST 1/4 OF SECTION 21 AND THE NORTH EAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 21, 1953 AS DOCUMENT 683087, IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 01-28-205-029
-028
-016
-015

B. PARCEL 2

LOTS 224 AND 225 IN COMPOSITE PLAT OF ROBERT BARTLETT'S OAK MEADOWS SUBDIVISION UNIT 1, AND RESUBDIVISION THEREOF IN PART, BEING A PART OF THE SOUTH EAST 1/4 OF SECTION 21 AND THE NORTH EAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 21, 1953 AS DOCUMENT 683087, IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 01-28-205-013
-014

RELATED PROPERTY:

A. PARCEL 1

THAT PART OF THE WEST 1/2 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE CENTER OF SAID SECTION 22 AND RUNNING THENCE SOUTH 1 DEGREES 27 MINUTES 20 SECONDS WEST ALONG THE EAST LINE OF THE SOUTH WEST 1/4 OF SAID SECTION 22, 1345.98 FEET FOR A POINT OF BEGINNING: THENCE CONTINUING SOUTH 1 DEGREES 27 MINUTES 20 SECONDS WEST ALONG SAID EAST LINE 1322.70 FEET TO THE SOUTH EAST CORNER OF SAID SOUTH WEST 1/4; THENCE NORTH 89 DEGREES 39 MINUTES 10 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTH WEST 1/4, 1071.54 FEET: THENCE NORTH 1 DEGREES 27 MINUTES 20 SECONDS EAST, 2680.81 FEET TO THE CENTER LINE OF SMITH ROAD; THENCE NORTH 83 DEGREES 33 MINUTES 09 SECONDS EAST ALONG SAID CENTER LINE, 137.60 FEET; THENCE SOUTH 1 DEGREES 27 MINUTES 20 SECONDS WEST, 1356.30 FEET; THENCE SOUTH 88 DEGREES 32 MINUTES 40 SECONDS EAST, 935.05 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 01-22-301-005

B. PARCEL 2

THE WEST 795.85 FEET, AS MEASURED ON THE SOUTH LINE, OF THE FOLLOWING DESCRIBED TRACT: THAT PART OF THE WEST 1/2 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE SOUTH EAST CORNER OF THE SOUTH WEST 1/4 OF SAID SECTION 22 AND RUNNING THENCE NORTH 89 DEGREES 39 MINUTES 12 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SOUTH WEST 1/4, 1071.54 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 39 MINUTES 12 SECONDS WEST ALONG SAID SOUTH LINE, 1561.05 FEET TO THE SOUTH WEST CORNER OF SAID SOUTH WEST 1/4; THENCE NORTH 1 DEGREE 32 MINUTES 49 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTH WEST 1/4, 2365.36 FEET TO THE CENTER LINE OF SMITH ROAD; THENCE NORTH 74 DEGREES 43 MINUTES 56 SECONDS EAST ALONG SAID CENTER LINE, 940.22 FEET TO AN ANGLE IN SAID CENTER LINE; THENCE NORTH 85 DEGREES 12 MINUTES 59 SECONDS EAST ALONG SAID CENTER LINE, 547.26 FEET TO AN ANGLE IN SAID CENTER LINE; THENCE NORTH 83 DEGREES 32 MINUTES 09 SECONDS EAST ALONG SAID CENTER LINE, 113.87 FEET; THENCE SOUTH 1 DEGREE 27 MINUTES 00 SECONDS WEST, PARALLEL WITH THE EAST LINE OF SAID WEST 1/2 OF SECTION 22, 2680.84 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 01-22-301-009

C. PARCEL 3

THAT PART OF THE WEST 1/2 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE SOUTH EAST CORNER OF THE SOUTH WEST 1/4 OF SAID SECTION 22 AND RUNNING THENCE NORTH 89 DEGREES, 39 MINUTES, 12 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTH WEST 1/4, 1,071.54 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES, 39 MINUTES, 12 SECONDS WEST ALONG SAID SOUTH LINE, 1,561.05 FEET TO THE SOUTH WEST CORNER OF SAID SOUTH WEST 1/4; THENCE NORTH 1 DEGREE 32 MINUTES 49 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTH WEST 1/4, 2365.36 FEET TO THE CENTER LINE OF SMITH ROAD; THENCE NORTH 74 DEGREES, 43 MINUTES, 56 SECONDS EAST ALONG SAID CENTER LINE, 940.22 FEET TO AN ANGLE IN SAID CENTER LINE; THENCE NORTH 85 DEGREES, 12 MINUTES, 59 SECONDS EAST ALONG SAID CENTER LINE, 547.26 FEET TO AN ANGLE IN SAID CENTER LINE; THENCE NORTH 83 DEGREES, 32 MINUTES, 09 SECONDS EAST ALONG SAID CENTER LINE, 113.87 FEET; THENCE SOUTH 1 DEGREE 27 MINUTES 00 SECONDS WEST, PARALLEL WITH THE EAST LINE OF SAID WEST 1/2 OF SECTION 22, 2680.84 FEET TO THE PLACE OF BEGINNING, (EXCEPT THE WEST 795.85 FEET, AS MEASURED ON THE SOUTH LINE) IN DUPAGE COUNTY, ILLINOIS.

D. PARCEL 4

THAT PART OF THE EAST 1/2 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY BEGINNING AT THE SOUTH WEST CORNER OF SAID EAST 1/2 AND RUNNING THENCE NORTH 01 DEGREE 24 MINUTES 47 SECONDS EAST ALONG THE WEST LINE OF SAID EAST 1/2, 2668.55 FEET TO THE SOUTH WEST CORNER OF BRANIGAR'S WAYNE CENTER UNIT NO. 3 (RECORDED AS DOCUMENT R67-12399); THENCE NORTH 80 DEGREES 03 MINUTES 40 SECONDS EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION, 1315.41 FEET TO AN ANGLE POINT; THENCE NORTH 84 DEGREES 33 MINUTES 35 SECONDS EAST ALONG SAID SOUTH LINE, 345.52 FEET TO THE CENTER OF KLEIN ROAD; THENCE SOUTH 01 DEGREE 59 MINUTES 37 SECONDS WEST ALONG SAID CENTER LINE, 2955.79 FEET TO THE SOUTH LINE OF SAID SECTION; THENCE NORTH 89 DEGREES 03 MINUTES 14 SECONDS WEST ALONG SAID SOUTH LINE, 1602.83 FEET TO THE POINT OF BEGINNING, (EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY: THAT PART OF THE EAST 1/2 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH WEST CORNER OF SAID EAST 1/2; THENCE NORTH 01 DEGREE 24 MINUTES 47 SECONDS EAST, 2668.55 FEET, RECORDED DISTANCE (2668.90 FEET MEASURED DISTANCE), ALONG THE WEST LINE OF SAID EAST 1/2 TO THE SOUTH WEST CORNER OF BRANIGAR'S WAYNE CENTER UNIT NO. 3 (RECORDED AS DOCUMENT R67-12399), SAID SOUTH WEST CORNER BEING THE CENTER OF AFORESAID SECTION 22; THENCE EASTERLY 1067.62 FEET ALONG THE SOUTH LINE OF SAID SUBDIVISION TO THE POINT OF BEGINNING; THENCE CONTINUING EASTERLY 243.89 FEET TO AN ANGLE POINT ON THE SOUTH LINE OF SAID SUBDIVISION; THENCE CONTINUING EASTERLY 346.92 FEET ALONG THE SOUTH LINE OF SAID SUBDIVISION TO THE CENTER OF KLEIN ROAD; THENCE SOUTHERLY ALONG THE CENTER LINE OF KLEIN ROAD, FORMING AN ANGLE TO THE LEFT OF 82 DEGREES 41 MINUTES 09 SECONDS WITH THE LAST DESCRIBED COURSE, 1173.37 FEET; THENCE WESTERLY AT A RIGHT ANGLE TO THE CENTER LINE OF KLEIN ROAD, 582.66 FEET; THENCE NORTHERLY AT A RIGHT ANGLE TO THE LAST DESCRIBED COURSE, 1078.54 FEET TO THE POINT OF BEGINNING,) ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 01-22-400-010
-011

FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER

ALL:mlm 2/01/91
4/18/91
5/29/91
8/21/91

Agreement #287

10/17/91

GRANT OF EASEMENT AND AGREEMENT #287
(SANITARY SEWER AND WATER MAINS)

THIS GRANT AND AGREEMENT is made and entered into this 21 day of October, 1991, by and among DuPAGE GOLF PROPERTIES, INC., an Illinois corporation (hereinafter "DuPAGE GOLF"), JOE JEMSEK (hereinafter "JEMSEK") (DuPAGE GOLF, JEMSEK, DuPAGE NATIONAL BANK, as Trustee under Trust Agreement dated December 7, 1982 and known as Trust #1392, and CHICAGO TITLE AND TRUST COMPANY, as Trustee under Trust Agreement dated March 5, 1989, and known as Trust #10847970 (hereinafter "CT&T TRUST"), being collectively referred to as "OWNERS") and the CITY OF WEST CHICAGO, a municipal corporation situated in DuPage County, Illinois (hereinafter referred to as "CITY").

R91-145149

W I T N E S S E T H:

WHEREAS, DuPAGE GOLF is fee simple owner of a tract of land easterly of the center line of Illinois Route 59 between Illinois Route 64 and Smith Road, consisting of approximately 248 acres which is legally described in Exhibit "A" attached hereto and made a part hereof (the "DuPAGE GOLF PROPERTY"); and,

WHEREAS, JEMSEK is the fee owner of a tract of land easterly of the center line of Illinois Route 59 between Illinois Route 64 and Smith Road, consisting of approximately 36 acres which is legally described in Exhibit "B" attached hereto and made a part hereof (the "JEMSEK PROPERTY"); and,

WHEREAS, DuPage National Bank as Trustee under Trust Agreement dated December 7, 1982 and known as Trust Number 1392 (hereinafter "TRUST 1392") and St. Andrews Golf and Country Club, Inc. (hereinafter "ST. ANDREWS INC." are the fee owners of a tract of land westerly of the center line of Illinois Route 59 consisting of approximately 4 acres between Illinois Route 64 and Smith Road, which is legally described in Exhibit "C" attached hereto and made a part hereof, including any vacated streets or roads (the "WIANT ROAD PROPERTY"); and,

WHEREAS, various property owners related to DuPAGE GOLF, JEMSEK, ST. ANDREWS INC., WIANT ROAD, TRUST 1392 and CT&T TRUST own property northerly of Illinois Route 64, easterly of the center line of Illinois Route 59, southerly of the center line of Smith Road, and westerly of the center line of Klein Road, all of which is within the Facility Planning Area of the CITY for sanitary sewer purposes, which are legally described in Exhibit "D" attached hereto and made a part hereof (the "RELATED PROPERTY"); and,

WHEREAS, the DuPAGE GOLF PROPERTY, JEMSEK PROPERTY, WIANT ROAD PROPERTY and RELATED PROPERTY are collectively hereinafter referred to as the "FAMILY PROPERTY": and,

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WHEREAS, it is the intent of the parties that by virtue of this Grant of Easement and Agreement (Sanitary Sewer and Water Mains) (the "Agreement") the development of Family Properties in unincorporated DuPage County be no more limited than if this Agreement had not been entered.

WHEREAS, the parties have heretofore entered into an Annexation Agreement for a portion of the DuPAGE GOLF PROPERTY and JEMSEK PROPERTY dated the 21 day of October, 1991; and,

WHEREAS, pursuant to said Annexation Agreement, this Agreement has been entered; and,

WHEREAS, the CITY is a non-home rule municipal corporation which owns and operates a public sanitary sewer system and public water system and exists by virtue of and exercises the powers conferred by the statutes of the State of Illinois; and,

WHEREAS, the OWNERS are desirous of granting to the CITY a non-exclusive permanent easement (the "PERMANENT EASEMENT") on and across a part of OWNERS' PROPERTY legally described in Exhibit "E" attached hereto and made a part hereof (the "PERMANENT EASEMENT PROPERTY") for the purpose of permitting the CITY to own, operate and maintain certain improvements to its sanitary sewer and water utilities and to further grant a non-exclusive temporary construction easement to CITY to construct said improvements (the "TEMPORARY CONSTRUCTION EASEMENT") over that portion of the OWNERS' PROPERTY legally described in Exhibit "E" attached hereto and made a part hereof (the "TEMPORARY CONSTRUCTION EASEMENT PROPERTY"); and,

WHEREAS, said TEMPORARY CONSTRUCTION EASEMENT and PERMANENT EASEMENT are granted for the purpose of constructing, owning, operating and maintaining certain sanitary sewer main and water main improvements in conformity with plans and specifications provided therefor and approved by OWNERS which shall include as a minimum a 12-inch diameter water main, a 15-inch diameter sanitary sewer main, 6 inch sanitary sewer force main and appurtenances (the "IMPROVEMENTS"); and,

WHEREAS, the IMPROVEMENTS have been sized in a manner sufficient to assure the OWNERS' capacity to serve the FAMILY PROPERTY and other properties within the area bounded by Illinois Route 59, Smith Road, Klein Road and Illinois Route 64 (the "OWNERS' SERVICE AREA"); and,

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Agreement #287 Exhibit C to Agreement #286

WHEREAS, CITY represents and warrants to OWNERS that, provided the IMPROVEMENTS are constructed, it has and will have at the time connection is made sufficient capacity in its water system and sanitary sewer system to serve at least 2.2 dwelling units per acre (i.e. 770 gallons per day for sanitary sewer usage) in the aggregate within the FAMILY PROPERTY; and,

WHEREAS, CITY is a non-home rule unit of local government as established pursuant to the Constitution of the State of Illinois; and,

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois, 1970, authorizes units of local government, including municipalities, to contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited to them by law or by ordinance.

NOW, THEREFORE, in consideration of the foregoing premises and of the covenants and conditions hereinafter set forth, the adequacy and sufficiency of which the parties hereto hereby acknowledge, it is agreed as follows:

1. INCORPORATION OF RECITALS: The "Whereas" clauses set forth hereinabove are hereby incorporated as substantive provisions of this Agreement as if fully set forth herein.

2. GRANT OF PERMANENT EASEMENT: OWNERS grant to CITY a non-exclusive permanent easement to own, operate and maintain a sub-surface sanitary sewer main and water main as well as appurtenant structures across the PERMANENT EASEMENT PROPERTY, all in accordance with the terms and conditions of this Grant.

3. GRANT OF TEMPORARY CONSTRUCTION EASEMENT: OWNERS grant to CITY a non-exclusive temporary easement to construct a sub-surface sanitary sewer main and water main as well as appurtenant structures across the TEMPORARY CONSTRUCTION EASEMENT PROPERTY, all in accordance with the terms and conditions of this Grant.

4. CONSTRUCTION OF WATER AND SANITARY SEWER MAIN: OWNER and CITY agree that CITY'S obligations for initial construction hereunder may be satisfied by the Developer of the 56-acre subdivision described in a certain Annexation Agreement dated the 17th day of December, 1990, between CITY and the West Chicago State Bank as Trustee under Trust

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Agreement dated January 22, 1960 and known as Trust Number 1 and Russell Builders' Inc., provided at all times such Developer shall comply with all of the terms hereof. No construction shall occur between March 1 and December 1 of any year without OWNERS' consent, which may be withheld for any reason, provided, that construction on non-golf course property can be done between September 15 and March 1. Whenever construction is commenced after December 1 of any year and is not completed by the following February 28th, OWNERS may at any time thereafter remove all equipment and restore all land disturbed without removing or completing any installation and charge Developer and CITY for such cost and CITY may pay the same from any collateral held therefor. All plans and specifications shall be subject to OWNERS' approval.

5. TERM OF GRANT: The TEMPORARY CONSTRUCTION EASEMENT shall automatically expire upon completion and acceptance by CITY of the IMPROVEMENTS, or February 28, 1993, whichever event shall first occur. If for any reason the IMPROVEMENTS have not been fully constructed and accepted by CITY on or before February 28, 1993, then in such event both the PERMANENT and TEMPORARY CONSTRUCTION EASEMENTS granted herein shall automatically expire and be null and void, unless an extension is granted in writing as OWNERS in their sole discretion shall determine.

6. OWNERS' RETAINED RIGHTS: The easements granted herein are non-exclusive and OWNERS retain all right of ingress and egress over, upon and across the TEMPORARY CONSTRUCTION EASEMENT PROPERTY and the PERMANENT EASEMENT PROPERTY (collectively the "EASEMENT PARCELS") and to the use, enjoyment and benefit of the EASEMENT PARCELS, except that OWNERS shall not unreasonably interfere with CITY'S installation and maintenance of the IMPROVEMENTS. CITY agrees to maintain access at all times for customers to the ST. ANDREWS INC. parking lot existing as of this date.

7. RESTORATION: CITY agrees that included within the IMPROVEMENTS is the duty of restoration. Restoration shall include final grading, seeding, placement of trees and shrubs and other required landscaping completed by CITY'S contractor to the reasonable satisfaction of OWNERS or upon OWNERS' election, by OWNERS who shall be paid the reasonable expense therefor by CITY not to exceed OWNERS actual cost. The CITY shall not accept the IMPROVEMENTS until such time as the restoration work shall have been completed in a manner reasonably acceptable to OWNERS.

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Agreement #281 Exhibit E to agreement 286

8. COMPENSATION FOR EASEMENT: CITY agrees, that for up to 2.2 dwelling units or their equivalent per acre in the aggregate connections for domestic water supply and up to 2.2 dwelling units, or their equivalent, (i.e. 770 gallons per day for sanitary sewer usage) per acre in the aggregate connections for sanitary sewer service or their comparable populations equivalents, the owners of record of the DuPAGE GOLF PROPERTY, JEMSEK PROPERTY, WIANT ROAD PROPERTY and RELATED PROPERTY, their successors and assigns shall not be required to pay a fee or other surcharge in the nature of a recapture fee or charge pursuant to Ch. 24, Para. 9-5-1 et. seq. and any other provision of law, except as provided in Ordinance No. 2479 entitled "An Ordinance Providing for Recapture in Reference to Meadowwood Subdivision Offsite Sanitary and Water Main Improvements," attached to the Annexation Agreement as Exhibit "G". The parties further agree that with respect to water and sanitary sewer usage, there shall be no recapture except pursuant to the Recapture Agreement described in Exhibit "G". Pursuant to said Recapture Ordinance, there shall be no recapture for a maximum of five hundred fifty (550) dwelling units or their equivalent all as described in said Recapture Ordinance. Such dwelling units or their equivalent may be allocated within the FAMILY PROPERTY as OWNERS in their sole discretion shall determine, subject at all times to the limitations set forth in Exhibit "G".

9. WATER AND SANITARY SEWER UTILITY AVAILABILITY, RATES AND CHARGES FOR PROPERTIES ANNEXED TO THE CITY OF WEST CHICAGO:

A. CITY agrees that OWNERS may reconstruct (only during the months of December, January and February), repair and maintain water wells for potable purposes and non-potable purposes such as irrigation and landscape maintenance on any part of the OWNERS' SERVICE AREA. The CITY agrees to grant all permits necessary for such wells upon request by OWNERS. Such wells shall remain the property of the OWNERS and shall not cross connect with the CITY'S water system. CITY agrees that limitations on the use of water on the OWNERS' SERVICE AREA such as a sprinkler ban, shall not be applicable to OWNERS' use of water from OWNERS' water wells.

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Agreement #287 Exhibit E to Agreement 286

B. No connections to CITY'S sanitary sewer services shall be required for existing uses of golf course, golf driving range and accessory uses unless OWNERS' system on the DuPAGE GOLF PROPERTY is no longer in use and unless appropriate mains with sufficient capacity to serve the OWNERS' SERVICE AREA are within 300 feet and are intended to be served by CITY'S sanitary sewer system.

C. CITY agrees that the construction of water and sewer mains and the related easements provided to the CITY by this Agreement will not provide a basis for objection by the CITY to any proposed development of the FAMILY PROPERTY in unincorporated DuPage County.

D. The charges for connection fees, tap-on fees, and user rates and charges for water and sanitary sewer service to the OWNERS' SERVICE AREA shall at no time exceed the fees, rates and charges charged by the CITY to water or sanitary sewer customers within the CITY.

E. CITY water and sanitary sewer facilities:

1) The CITY represents and warrants to OWNERS that its municipal sanitary sewage treatment facilities and water supply are and will remain adequate for a period of 20 years from the date of this Agreement to serve at least 2.2 dwelling units, or their equivalent, (i.e., 770 gallons per day for sanitary sewer usage) per acre in the aggregate which may be located in the future on the OWNERS' SERVICE AREA and the property as described in Exhibit "D" (including any vacated streets or roads) (collectively the "FAMILY PROPERTY").

2) OWNERS at their own expense may construct sanitary sewer lines and water mains throughout the FAMILY PROPERTY adequate to serve the FAMILY PROPERTY when fully developed in accordance with engineering plans prepared in accordance with CITY engineering standards. All such lines and mains shall be constructed in accordance with the engineering plans, specifications and drawings therefor which will be prepared in conformity with the terms of this Agreement and in conformity with the applicable regulations of the IEPA and CITY engineering standards, and approved by the City Engineer, (which approval shall not be unreasonably

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withheld). The CITY, upon request from OWNERS from time to time shall execute all permit applications required by the Illinois Environmental Protection Agency and all other environmental or other governmental agencies or authorities having jurisdiction over the FAMILY PROPERTY to enable OWNERS to construct and for the CITY to operate said sanitary sewer mains and water lines.

3) Subject to Ordinance No. 2479, entitled "An Ordinance Providing for Recapture in Reference to Meadowwood Subdivision Offsite Sanitary and Water Main Improvements" attached hereto as Exhibit G, OWNERS shall not be required to construct or pay for the construction of any off-site improvements, other than those necessary to connect the FAMILY PROPERTY, when developed, to CITY facilities.

4) OWNERS shall not be required to oversize or to cause the oversizing of any sewer mains or water lines whether located on-site or off-site of the FAMILY PROPERTY for the purposes of serving any property other than the FAMILY PROPERTY, it being agreed and understood that if the CITY requests the oversizing of any such sewer mains or water lines for the benefit of property other than the FAMILY PROPERTY the CITY will pay its pro rata share of all costs and carrying charges incurred as a result of the construction of such oversized utilities within sixty (60) days after certification by the City Engineer that said construction, or any phase thereof, has been completed in accordance with the plans and specifications previously approved by the City Engineer and OWNERS for said facilities (which certification shall not be unreasonably withheld). The CITY shall not request such oversizing if the effect thereof would be to render the CITY unable to provide sanitary sewer or water service to the FAMILY PROPERTY as herein provided.

5) In the event any off-site water main, sewer main improvements (including any lift stations) constructed by the OWNERS within the FAMILY PROPERTY (irrespective of whether said improvements are oversized or not) do, in fact, service any property other than the OWNERS' SERVICE AREA, the CITY agrees to enter into a Recapture Agreement with OWNERS prior to the installation of

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Agreement #287 Exhibit E to Agreement 286

such facilities. The form and content of such Recapture Agreement shall be reasonably acceptable to the CITY after consultation with the OWNERS. Said Recapture Agreement shall provide for the recapture of the total cost of installation of off-site improvements and obtaining easements and shall provide for interest at a rate acceptable to OWNERS.

10. ACKNOWLEDGEMENT REGARDING CURB CUTS ALONG ILLINOIS ROUTE 59: In consideration of the other provisions hereof and the fact that a substantial portion of the EASEMENT PARCELS runs along Illinois Route 59, CITY agrees that curb cuts would have no detrimental effect on the water mains sanitary sewer mains and this easement, provided such curb cuts shall be designed and constructed in accordance with generally accepted engineering principles.

11. OPERATIONAL CONDITIONS OF EASEMENT USE: CITY agrees that the following additional operational considerations shall be applicable to the use of the PERMANENT EASEMENT and TEMPORARY CONSTRUCTION EASEMENT granted hereby:

A. The water main shall be installed so that there is a minimum of 5-1/2 feet between the top of the pipe and grade, and the sanitary sewer main shall be installed below the existing ground contours, at a depth and otherwise in accordance with generally recognized professional civil engineering standards.

B. Except in case of emergency, CITY shall not obstruct or interfere with the golfing operations of ST. ANDREWS INC. without the prior written consent of ST. ANDREWS INC., which shall not be unreasonably withheld; and, except in case of emergency, CITY shall provide OWNERS with written notice of its intent to exercise any of its easement rights, at least five (5) business days prior to commencing any such work. Said notice shall be given by delivery in person, or by certified mail, return receipt requested, to the President or General Manager of St. Andrews Golf and Country Club, Inc., 3N441 Route 59, West Chicago, Illinois. Notice shall be deemed given upon receipt. In case of an emergency, phone notice followed by written notice shall be given as soon as practicable.

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Agreement #287 Exhibit E to Agreement 286

C. The exercise of easement rights hereunder shall not unduly interfere with golf operations, at, or access to or from, ST. ANDREWS INC., and in every event access to the ST. ANDREWS INC. parking lot shall be maintained for customers and staff.

D. All grass, trees, shrubs, and other landscaping or improvements within the right-of-way of Illinois Route 59 shall be restored as required by the Illinois Department of Transportation, and/or the County of DuPage. All grass, trees, shrubs, and other landscaping or improvements outside said right-of-way shall be restored to their original condition by OWNERS after completion of any work permitted hereunder, and CITY shall reimburse OWNERS for the time and materials expended within 30 days after notification of those costs. OWNERS represent that the cost of restoration after the initial construction will not exceed $15,000.00, if the installation is completed before February 28, 1993. Below grade restoration shall be completed by CITY in accordance with plans and specifications approved by OWNERS.

E. CITY shall not install anything above ground without the written consent of OWNERS except one fire hydrant (at CITY'S option), at a location to be approved by OWNERS.

F. The initial installation of the utilities across the present entrance from Route 59 to ST. ANDREWS INC. and across the golf course shall be completed in accordance with Paragraph 4 above, no later than February 28, 1993, and all work to repair and/or maintain the utilities shall be conducted in such a manner as to minimize interference with said entrance, and with operation of the golf course.

12. INDEMNITY: CITY agrees to defend, indemnify and hold the OWNERS harmless from and against all claims, demands, liabilities, losses and expenses, including attorneys' fees, expenses and costs, which in any way arise out of or result from the exercise, use or enjoyment of any rights granted CITY under this Easement Agreement.

13. INSURANCE: Prior to the CITY entering upon the EASEMENT PARCELS for the purpose of exercising the rights conferred herein for construction of the IMPROVEMENTS, CITY shall provide OWNERS and ST. ANDREWS INC. with a duplicate

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FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER

Agreement #287 Exhibit E to Agreement 286

original policy of general liability insurance (or a certificate of insurance evidencing the effectiveness of such a policy) insuring the CITY and the OWNERS and ST. ANDREWS INC. against liability for injuries to person or property resulting from the CITY'S construction of the IMPROVEMENTS. The policy limits shall be One Million Dollars ($1,000,000) for any single incident and One Million Dollars ($1,000,000) for any single claim.

Any contractors employed by the CITY to construct, repair, maintain, relocate or otherwise deal with the IMPROVEMENTS shall be required as a condition of their contract with the CITY to obtain all forms of statutorily required insurance including, but not by way of limitation, insurance required by Workmens Compensation laws and the Structural Work Act.

The OWNERS and ST. ANDREWS INC. shall be named as a coinsured thereon. All policies of insurance required hereunder shall further contain a provision requiring ten (10) day "prior notice of termination" to the OWNERS and ST. ANDREWS INC. as a precondition to any termination or modification of each required policy.

14. COLLATERAL: The CITY shall as a condition of subdivision approval of any subdivision served by the IMPROVEMENTS require any subdivider to post sufficient collateral to assure the completion of the IMPROVEMENTS. The collateral shall be in a form reasonably acceptable to the CITY'S legal counsel. The collateral shall be in the amount as determined in connection with the CITY'S engineer's estimate of the cost of the IMPROVEMENTS to assure completion, including restoration and any documentation reflecting this undertaking shall be deposited with the CITY as a precondition to the issuance of any permit for work upon the EASEMENT PARCELS and prior to any entry upon the EASEMENT PARCELS for the purpose of constructing said IMPROVEMENTS. If for any reason the construction of the IMPROVEMENTS are abandoned by such subdivider, the CITY agrees to cause said IMPROVEMENTS to be completed including all required restoration and to the extent it determines to use the required collateral to accomplish same.

15. ACCEPTANCE AND MAINTENANCE: Upon the completion of the IMPROVEMENTS and all required restoration, CITY shall submit said IMPROVEMENTS to the OWNERS for approval. If the OWNERS refuse to approve the IMPROVEMENTS, the OWNERS shall deliver to CITY a list specifying the manner in which the

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Agreement #281

Exhibit E to Agreement 286

IMPROVEMENTS, including restoration, fail to comply with the approved plans and specifications.

16. RUNNING OF BENEFITS AND BURDENS: The recitals are hereby made a part of this Agreement. All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the assigns, successors and legal representatives of each of the parties hereto.

17. SEVERABILITY: This Agreement is entered into pursuant to Article VII, Section 10 of the Constitution of the State of Illinois, 1970. In the event any part or portion of this Agreement, or any provision, clause, wording or designation contained in this Agreement is held to be invalid by any court of competent jurisdiction, such part, portion, provision, clause, wording or designation shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect the remaining portions thereto.

18. CONSTRUCTION: The rule of strict construction shall not apply to this Grant. This Grant shall be given a reasonable construction so that the intention of the parties is carried out.

19. NOTICES: Notice shall be deemed to have been given if delivered by U.S. Mail and delivered to the parties as follows:

If to CITY: City of West Chicago
475 Main Street
West Chicago, IL 60185

If to OWNERS: Mr. Frank Jemsek
St. Andrews Golf and Country Club
3N441 Route 59
West Chicago, IL 60185

with a copy to:

Allen L. Landmeier
Smith, Landmeier & Skaar, P.C.
P.O. Box 127
15 North Second Street
Geneva, IL 60134

M91-145449

FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER

8/21/91 Agreement #287 Exhibit E to Agreement 286

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written.

DuPAGE GOLF PROPERTIES, INC.,
an Illinois Corporation

By: Frank Jemsek
Frank Jemsek, President

ATTEST:

By: Howard E. Smith

Joe Jemsek
Joe Jemsek

CITY OF WEST CHICAGO, a
Municipal Corporation

By: Paul Netzel
Paul Netzel, Mayor

ATTEST:

Nancy M. Smith
City Clerk

DuPAGE NATIONAL BANK, as Trustee
under Trust Agreement dated December
7, 1982 and known as Trust #1392

By: Mary K Dierkes
Title Vice President

ATTEST:

By: Susan Deeking
Asst. Secretary Title

CHICAGO TITLE AND TRUST COMPANY, as
Trustee under Trust Agreement dated
March 5, 1989, and known as
Trust #10847970

By: [illegible]
Title Asst. Vice Pres.

ATTEST:

By: Patricia Brown
Asst. Sec. Title

R91-145446

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee.

5/29/91

EXHIBIT A TO GRANT OF EASEMENT AND AGREEMENT #287
SANITARY SEWER AND WATER MAINS

DUPAGE GOLF PROPERTY

THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION TWENTY-EIGHT (28) TOWNSHIP FORTY (40) NORTH, RANGE NINE (9) EAST OF THE THIRD PRINCIPAL MERIDIAN ALSO THE SOUTH 10.17 CHAINS OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION TWENTY-ONE (21), TOWNSHIP FORTY (40) NORTH, RANGE NINE (9) EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE NORTHWEST QUARTER OF SECTION TWENTY-SEVEN, TOWNSHIP FORTY (40) NORTH, RANGE NINE (9) EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE EAST 16 RODS THEREOF, IN WAYNE TOWNSHIP, DU PAGE COUNTY, ILLINOIS.

P.I.N. 01-28-207-001
01-21-406-005
01-27-100-001

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4/18/91
5/29/91

Exhibit E to Agreement 28b

EXHIBIT B TO GRANT OF EASEMENT AND AGREEMENT #287
SANITARY SEWER AND WATER MAINS

JEMSEK PROPERTY

THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS ORIGINALLY CONVEYED BY DEEDS RECORDED IN BOOK 89, PAGE 43 AND IN BOOK 90, PAGE 47 OF THE DUPAGE COUNTY RECORDER'S OFFICE AND MORE PARTICULARLY DESCRIBED BY COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 28 FOR A PLACE OF BEGINNING AND RUNNING THENCE SOUTH ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER 1800.87 FEET TO THE NORTH EASTERLY LINE OF A TRACT CONVEYED TO WESTERN UNITED GAS AND ELECTRIC COMPANY BY WARRANTY DEED RECORDED AS DOCUMENT 202408 IN THE SAID RECORDER'S OFFICE; THENCE NORTH 39 DEGREES 38 MINUTES WEST ALONG THE NORTHEASTERLY LINE OF SAID WESTERN UNITED GAS AND ELECTRIC COMPANY'S TRACT, 579.66 FEET TO A POINT IN THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SAID SOUTHEAST QUARTER OF SECTION 28; THENCE SOUTH 88 DEGREES 27 MINUTES WEST ALONG THE SAID SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTH EAST QUARTER 951.88 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 0 DEGREES 2 MINUTES EAST ALONG THE WEST LINE OF THE EAST HALF OF SAID SOUTHEAST QUARTER 1141.6 FEET TO THE NORTHWEST CORNER OF THE SAID EAST HALF OF THE SOUTHEAST QUARTER; THENCE NORTH 88 DEGREES 20 MINUTES EAST ALONG THE NORTH LINE OF THE SAID SOUTHEAST QUARTER OF SECTION 28, 1321.1 FEET TO THE PLACE OF BEGINNING (EXCEPTING THEREFROM THE AREA OF THE RIGHT OF WAY OF THE AURORA, ELGIN AND CHICAGO RAILROAD COMPANY, AS CONVEYED BY A DEED RECORDED AS DOCUMENT 75033 IN THE RECORDER'S OFFICE OF DUPAGE COUNTY AND ALSO EXCEPTING THEREFROM THE AFORESAID WESTERN UNITED GAS AND ELECTRIC COMPANY'S TRACT, AND ALSO EXCEPTING THEREFROM THAT PART HERETOFORE DEDICATED FOR PUBLIC HIGHWAY PURPOSES (ILLINOIS ROUTE 59), ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 01-28-403-005
-010
-011

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4/18/91
5/29/91

Exhibit E to Agreement 286

EXHIBIT C TO GRANT OF EASEMENT AND AGREEMENT #287
SANITARY SEWER AND WATER MAINS

WIANT ROAD PROPERTY

A. PARCEL 1

LOTS 220, 221, 222 AND 223 IN COMPOSITE PLAT OF ROBERT BARTLETT'S OAK MEADOWS SUBDIVISION UNIT 1, AND RESUBDIVISION THEREOF IN PART, BEING A PART OF THE SOUTH EAST 1/4 OF SECTION 21 AND THE NORTH EAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 21, 1953 AS DOCUMENT 683087, IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 01-28-205-029
-028
-016
-015

B. PARCEL 2

LOTS 224 AND 225 IN COMPOSITE PLAT OF ROBERT BARTLETT'S OAK MEADOWS SUBDIVISION UNIT 1, AND RESUBDIVISION THEREOF IN PART, BEING A PART OF THE SOUTH EAST 1/4 OF SECTION 21 AND THE NORTH EAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 21, 1953 AS DOCUMENT 683087, IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 01-28-205-013
-014

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4/18/91
5/29/91

Exhibit E to Agreement 286

EXHIBIT D TO GRANT OF EASEMENT AND AGREEMENT #287
SANITARY SEWER AND WATER MAINS

RELATED PROPERTY

A. PARCEL 1

THAT PART OF THE WEST 1/2 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE CENTER OF SAID SECTION 22 AND RUNNING THENCE SOUTH 1 DEGREES 27 MINUTES 20 SECONDS WEST ALONG THE EAST LINE OF THE SOUTH WEST 1/4 OF SAID SECTION 22, 1345.98 FEET FOR A POINT OF BEGINNING: THENCE CONTINUING SOUTH 1 DEGREES 27 MINUTES 20 SECONDS WEST ALONG SAID EAST LINE 1322.70 FEET TO THE SOUTH EAST CORNER OF SAID SOUTH WEST 1/4; THENCE NORTH 89 DEGREES 39 MINUTES 10 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTH WEST 1/4, 1071.54 FEET: THENCE NORTH 1 DEGREES 27 MINUTES 20 SECONDS EAST, 2680.81 FEET TO THE CENTER LINE OF SMITH ROAD; THENCE NORTH 83 DEGREES 33 MINUTES 09 SECONDS EAST ALONG SAID CENTER LINE, 137.60 FEET; THENCE SOUTH 1 DEGREES 27 MINUTES 20 SECONDS WEST, 1356.30 FEET; THENCE SOUTH 88 DEGREES 32 MINUTES 40 SECONDS EAST, 935.05 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 01-22-301-005

B. PARCEL 2

THE WEST 795.85 FEET, AS MEASURED ON THE SOUTH LINE, OF THE FOLLOWING DESCRIBED TRACT: THAT PART OF THE WEST 1/2 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE SOUTH EAST CORNER OF THE SOUTH WEST 1/4 OF SAID SECTION 22 AND RUNNING THENCE NORTH 89 DEGREES 39 MINUTES 12 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SOUTH WEST 1/4, 1071.54 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 39 MINUTES 12 SECONDS WEST ALONG SAID SOUTH LINE, 1561.05 FEET TO THE SOUTH WEST CORNER OF SAID SOUTH WEST 1/4; THENCE NORTH 1 DEGREE 32 MINUTES 49 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTH WEST 1/4, 2265.36 FEET TO THE CENTER LINE OF SMITH ROAD; THENCE NORTH 74 DEGREES 43 MINUTES 56 SECONDS EAST ALONG SAID CENTER LINE, 940.22 FEET TO AN ANGLE IN SAID CENTER LINE; THENCE NORTH 85 DEGREES 12 MINUTES 59 SECONDS EAST ALONG SAID CENTER LINE, 547.26 FEET TO AN ANGLE IN SAID CENTER LINE; THENCE NORTH 83 DEGREES 32 MINUTES 09 SECONDS EAST ALONG SAID CENTER LINE, 112.87 FEET; THENCE SOUTH 1 DEGREE 27 MINUTES 00 SECONDS WEST, PARALLEL WITH THE EAST LINE OF SAID WEST 1/2 OF SECTION 22, 2680.84 FEET TO THE POINT OF BEGINNING, IN DUPAGE

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EXHIBIT D (CONT'D)
Page 2

C. PARCEL 3

THAT PART OF THE WEST 1/2 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE SOUTH EAST CORNER OF THE SOUTH WEST 1/4 OF SAID SECTION 22 AND RUNNING THENCE NORTH 89 DEGREES, 39 MINUTES, 12 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTH WEST 1/4, 1,071.54 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES, 39 MINUTES, 12 SECONDS WEST ALONG SAID SOUTH LINE, 1,561.05 FEET TO THE SOUTH WEST CORNER OF SAID SOUTH WEST 1/4; THENCE NORTH 1 DEGREE 32 MINUTES 49 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTH WEST 1/4, 2365.36 FEET TO THE CENTER LINE OF SMITH ROAD; THENCE NORTH 74 DEGREES, 43 MINUTES, 56 SECONDS EAST ALONG SAID CENTER LINE, 940.22 FEET TO AN ANGLE IN SAID CENTER LINE; THENCE NORTH 85 DEGREES, 12 MINUTES, 39 SECONDS EAST ALONG SAID CENTER LINE, 547.26 FEET TO AN ANGLE IN SAID CENTER LINE; THENCE NORTH 83 DEGREES, 32 MINUTES, 09 SECONDS EAST ALONG SAID CENTER LINE, 113.87 FEET; THENCE SOUTH 1 DEGREE 27 MINUTES 00 SECONDS WEST, PARALLEL WITH THE EAST LINE OF SAID WEST 1/2 OF SECTION 22, 2680.84 FEET TO THE PLACE OF BEGINNING, (EXCEPT THE WEST 795.85 FEET, AS MEASURED ON THE SOUTH LINE) IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 01-22-301-006
-007
-010

D. PARCEL 4

THAT PART OF THE EAST 1/2 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY BEGINNING AT THE SOUTH WEST CORNER OF SAID EAST 1/2 AND RUNNING THENCE NORTH 01 DEGREE 24 MINUTES 47 SECONDS EAST ALONG THE WEST LINE OF SAID EAST 1/2, 2668.55 FEET TO THE SOUTH WEST CORNER OF BRANIGAR'S WAYNE CENTER UNIT NO. 3 (RECORDED AS DOCUMENT R67-12399); THENCE NORTH 80 DEGREES 03 MINUTES 40 SECONDS EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION, 1315.41 FEET TO AN ANGLE POINT; THENCE NORTH 84 DEGREES 33 MINUTES 35 SECONDS EAST ALONG SAID SOUTH LINE, 345.52 FEET TO THE CENTER OF KLEIN ROAD; THENCE SOUTH 01 DEGREE 59 MINUTES 37 SECONDS WEST ALONG SAID CENTER LINE, 2955.79 FEET TO THE SOUTH LINE OF SAID SECTION; THENCE NORTH 89 DEGREES 03 MINUTES 14 SECONDS WEST ALONG SAID SOUTH LINE, 1602.83 FEET TO THE POINT OF BEGINNING, (EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY: THAT PART OF THE EAST 1/2 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH WEST CORNER OF SAID EAST 1/2; THENCE NORTH 01 DEGREE 24 MINUTES 47 SECONDS EAST, 2668.55 FEET,

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Agreement #281

PARCEL 4 (cont'd)

RECORDED DISTANCE (2668.90 FEET MEASURED DISTANCE), ALONG THE WEST LINE OF SAID EAST 1/2 TO THE SOUTH WEST CORNER OF BRANIGAR'S WAYNE CENTER UNIT NO. 3 (RECORDED AS DOCUMENT R67-12399), SAID SOUTH WEST CORNER BEING THE CENTER OF AFORESAID SECTION 22; THENCE EASTERLY 1067.62 FEET ALONG THE SOUTH LINE OF SAID SUBDIVISION TO THE POINT OF BEGINNING; THENCE CONTINUING EASTERLY 243.89 FEET TO AN ANGLE POINT ON THE SOUTH LINE OF SAID SUBDIVISION; THENCE CONTINUING EASTERLY 346.92 FEET ALONG THE SOUTH LINE OF SAID SUBDIVISION TO THE CENTER OF KLEIN ROAD; THENCE SOUTHERLY ALONG THE CENTER LINE OF KLEIN ROAD, FORMING AN ANGLE TO THE LEFT OF 82 DEGREES 41 MINUTES 09 SECONDS WITH THE LAST DESCRIBED COURSE, 1173.37 FEET; THENCE WESTERLY AT A RIGHT ANGLE TO THE CENTER LINE OF KLEIN ROAD, 582.66 FEET; THENCE NORTHERLY AT A RIGHT ANGLE TO THE LAST DESCRIBED COURSE, 1078.54 FEET TO THE POINT OF BEGINNING,) ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 01-22-400-010
-011

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Agreement 10/11/91

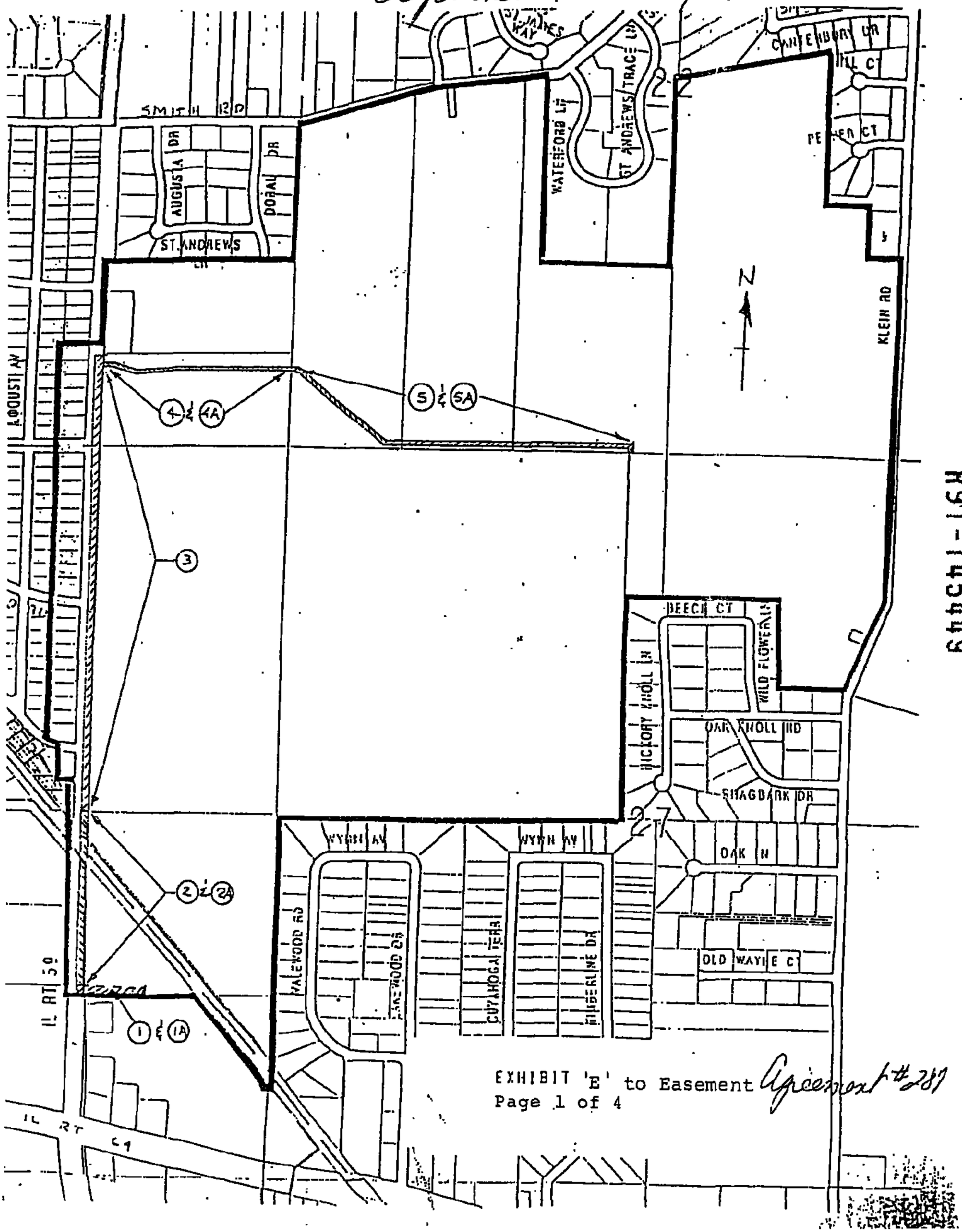

EXHIBIT 'E' to Easement Agreement #287
Page 1 of 4

R91-145449

(1) PERMANENT EASEMENT FOR SANITARY SEWER Agreement 286 10/17/91

THE SOUTH 20.0 FEET OF THE WEST 410.0 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DU PAGE COUNTY, ILLINOIS.

P.I.N. 01-28-403-011

(1A) TEMPORARY WORKING EASEMENT FOR SANITARY SEWER

THE SOUTH 60.0 FEET OF THE WEST 430.0 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DU PAGE COUNTY, ILLINOIS.

P.I.N. 01-28-403-011

(2) PERMANENT EASEMENT FOR SANITARY SEWER AND WATER MAIN

THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 59, MORE SPECIFICALLY DESCRIBED IN DEDICATION DOCUMENT NUMBERS 343056, 345731, AND R67-33748, ALSO THE WEST 20.0 FEET EXCEPT THE NORTH 395.0 FEET OF THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, AFORESAID, LYING EAST OF THE EASTERLY LINE OF ILLINOIS ROUTE 59, AFORESAID, ALSO THE WEST 35.0 FEET OF THE NORTH 395.0 FEET OF THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, AFORESAID, LYING EAST OF THE EASTERLY LINE OF THE ILLINOIS ROUTE 59, AFORESAID, IN DU PAGE COUNTY, ILLINOIS.

P.I.N. 01-28-403-010
-011

(2A) TEMPORARY WORKING EASEMENT FOR SANITARY SEWER AND WATER MAIN

THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 40,NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 59, MORE SPECIFICALLY DESCRIBED IN DEDICATION DOCUMENT NUMBER 343056, 345731, AND R67-33748, ALSO THE WEST 40.0 FEET OF THAT PART OF THE NORTWEST QUARTER OF THE SOUTHEAST QUARTER, AFORESAID, LYING EAST OF THE EASTERLY LINE OF ILLINOIS ROUTE 59, AFORESAID, IN DU PAGE COUNTY, ILLINOIS.

P.I.N. 01-28-403-010
-011

(3) PERMANENT EASEMENT FOR SANITARY SEWER AND WATER MAIN

THAT PART OF THE SOUTH HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF A LINE DRAWN FROM A POINT ON THE SOUTH LINE OF SAID NORTHEAST QUARTER WHICH IS 63.5 FEET EAST OF THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE EAST HALF OF SAID NORTHEAST QUARTER WHICH IS 68.75 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTH HALF OF THE EAST HALF OF THE NORTHEAST QUARTER; ALSO THAT PART OF THE NORTH HALF OF THE EAST HALF OF THE NORTHEAST QUARTER, AFORESAID, LYING WESTERLY OF A LINE DRAWN FROM A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE EAST HALF OF THE NORTHEAST QUARTER WHICH IS 38.75 FEET EAST OF THE SOUTHWEST CORNER THEREOF TO A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER WHICH IS 44.0 FEET EAST OF THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER, IN DU PAGE COUNTY, ILLINOIS. ALSO THAT PART OF THE SOUTH 10.17 CHAINS OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF A LINE DRAWN FROM A POINT ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER WHICH IS 44.0 FEET EAST OF THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER TO A POINT

P.I.N. 01-21-406-005
01-28-207-001

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IBIT 'E'

M91-145449

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Agreement 286 10/17/91

(4) 30 FT. EASEMENT ACROSS COUNTRY CLUB

PERMANENT

THAT PART OF THE SOUTH 10.17 CHAINS OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING A 30.0 FT. WIDE STRIP OF LAND, 15.0 FT. EITHER SIDE OF A LINE DESCRIBED BY COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID SOUTH 10.17 CHAINS AND THE EAST LINE OF ILLINOIS ROUTE 59; THENCE SOUTH ALONG SAID EAST LINE OF ROUTE 59 A DISTANCE OF 55.03 FEET TO A PLACE OF BEGINNING; THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF SAID SOUTH 10.17 CHAINS A DISTANCE OF 66.98 FEET; THENCE SOUTHEASTERLY ALONG A LINE WHICH FORMS A DEFLECTION ANGLE OF 20° TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED LINE A DISTANCE OF 150.0 FEET; THENCE NORTHEASTERLY ALONG A LINE WHICH FORMS A DEFLECTION ANGLE OF 25° 50' TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED LINE A DISTANCE OF 307.96 FEET; THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF THE SOUTH 10.17 CHAINS OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 21, AFORESAID, A DISTANCE OF 768.33 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 21 FOR A POINT OF ENDING, IN DU PAGE COUNTY, ILLINOIS.

P.I.N. 01-21-406-005

(4A) 70 FT. EASEMENT ACROSS COUNTRY CLUB

CONSTRUCTION

THAT PART OF THE SOUTH 10.17 CHAINS OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN BEING A 70.0 FT. WIDE STRIP OF LAND, 35.0 FT. EITHER SIDE OF A LINE DESCRIBED BY COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID SOUTH 10.17 CHAINS AND THE EAST LINE OF ILLINOIS ROUTE 59; THENCE SOUTH ALONG SAID EAST LINE OF ROUTE 59 A DISTANCE OF 55.03 FEET TO A PLACE OF BEGINNING; THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF SAID SOUTH 10.17 CHAINS A DISTANCE OF 66.98 FT.; THENCE SOUTHEASTERLY ALONG A LINE WHICH FORMS A DEFLECTION ANGLE OF 20° TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED LINE A DISTANCE OF 150.00 FT.; THENCE NORTHEASTERLY ALONG A LINE WHICH FORMS A DEFLECTION ANGLE OF 25° 50' TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED LINE A DISTANCE OF 307.96 FT.; THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF THE SOUTH 10.17 CHAINS OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 21, AFORESAID, A DISTANCE OF 768.33 FT. TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 21, FOR A POINT OF ENDING, IN DU PAGE COUNTY, ILLINOIS.

P.I.N. 01-21-406-005

Agreement #287
Exhibit 'E' to
Easement

R91-145449 Agreement 286

10/17/91

EASEMENT ACROSS FARMLAND NORTH OF COUNTRY CLUB

(5) PERMANENT

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING A 30 FOOT WIDE STRIP OF LAND, 15.0 FEET EITHER SIDE OF A LINE DESCRIBED BY COMMENCING AT THE NORTHWEST CORNER OF THE SOUTH 10.17 CHAINS OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTHERLY ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 22, AFORESAID, A DISTANCE OF 75.05 FEET TO A PLACE OF BEGINNING; THENCE EASTERLY PARALLEL WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 10.17 CHAINS, AFORESAID, A DISTANCE OF 100.0 FEET; THENCE SOUTHEASTERLY ALONG A LINE WHICH FORMS A DEFLECTION ANGLE OF 38° 20' TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED LINE A DISTANCE OF 915.30 FEET TO A POINT OF ENDING WHICH IS 830.3 FEET EAST AND 30.0 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 22, AFORESAID; ALSO THE NORTH 30.0 FEET OF THE SOUTH 45.0 FEET OF THE EAST 1569.1 FEET OF THE WEST 2369.1 FEET, ALSO THE SOUTH 45.0 FEET OF THE EAST 50.0 FEET OF THE WEST 2419.10 FEET OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DU PAGE COUNTY, ILLINOIS.

P.I.N. 01-22-301-009
-010
-005

EASEMENT ACROSS FARMLAND NORTH OF COUNTRY CLUB
CONSTRUCTION (INCLUDES PERMANENT)

(5A)

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL, BEING A 70.0 FOOT WIDE STRIP OF LAND 35.0 FEET EITHER SIDE OF A LINE DESCRIBED BY COMMENCING AT THE NORTHWEST CORNER OF THE SOUTH 10.17 CHAINS OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTHERLY ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 22, AFORESAID, A DISTANCE OF 75.05 FEET TO A PLACE OF BEGINNING; THENCE EASTERLY PARALLE WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 10.17 CHAINS, AFORESAID, A DISTANCE OF 100.0 FEET; THENCE SOUTHEASTERLY ALONG A LINE WHICH FORMS A DEFLECTION ANGLE OF 38°20" TO THE RIGHT WITH THE PROLINGATION OF THE LAST DESCRIBED LINE A DISTANCE OF 915.30 FEET TO A POINT OF ENDING WHICH IS 830.3 FEET EAST AND 30.0 FEET NORTH OF THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 22, AFORESAID, ALSO THE SOUTH 70.0 FEET OF THE EAST 1640.0 FEET OF THE WEST 2440.0 FEET OF THE SOUTHWEST QUARTER OF SECTION 22, AFORESAID, IN DU PAGE COUNTY, ILLINOIS.

P.I.N. 01-22-301-009
-010
-005

4/18/91
5/29/91

R91-145449

EXHIBIT F
ANNEXATION AGREEMENT #286

DUPAGE GOLF PROPERTY:

THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION TWENTY-EIGHT (28) TOWNSHIP FORTY (40) NORTH, RANGE NINE (9) EAST OF THE THIRD PRINCIPAL MERIDIAN ALSO THE SOUTH 10.17 CHAINS OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION TWENTY-ONE (21), TOWNSHIP FORTY (40) NORTH, RANGE NINE (9) EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE NORTHWEST QUARTER OF SECTION TWENTY-SEVEN, TOWNSHIP FORTY (40) NORTH, RANGE NINE (9) EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE EAST 16 RODS THEREOF, IN WAYNE TOWNSHIP, DU PAGE COUNTY, ILLINOIS.

P.I.N. 01-28-207-001
01-21-406-005
01-27-100-001

JEMSEK PROPERTY:

THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS ORIGINALLY CONVEYED BY DEEDS RECORDED IN BOOK 89, PAGE 43 AND IN BOOK 90, PAGE 47 OF THE DUPAGE COUNTY RECORDER'S OFFICE AND MORE PARTICULARLY DESCRIBED BY COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 28 FOR A PLACE OF BEGINNING AND RUNNING THENCE SOUTH ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER 1800.87 FEET TO THE NORTH EASTERLY LINE OF A TRACT CONVEYED TO WESTERN UNITED GAS AND ELECTRIC COMPANY BY WARRANTY DEED RECORDED AS DOCUMENT 202408 IN THE SAID RECORDER'S OFFICE; THENCE NORTH 39 DEGREES 38 MINUTES WEST ALONG THE NORTHEASTERLY LINE OF SAID WESTERN UNITED GAS AND ELECTRIC COMPANY'S TRACT, 579.86 FEET TO A POINT IN THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SAID SOUTHEAST QUARTER OF SECTION 28; THENCE SOUTH 88 DEGREES 27 MINUTES WEST ALONG THE SAID SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTH EAST QUARTER 951.88 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 0 DEGREES 2 MINUTES EAST ALONG THE WEST LINE OF THE EAST HALF OF SAID SOUTHEAST QUARTER 1341.6 FEET TO THE NORTHWEST CORNER OF THE SAID EAST HALF OF THE SOUTHEAST QUARTER; THENCE NORTH 88 DEGREES 20 MINUTES EAST ALONG THE NORTH LINE OF THE SAID SOUTHEAST QUARTER OF SECTION 28, 1321.1 FEET TO THE PLACE OF BEGINNING (EXCEPTING THEREFROM THE AREA OF THE RIGHT OF WAY OF THE AURORA, ELGIN AND CHICAGO RAILROAD COMPANY, AS CONVEYED BY A DEED RECORDED AS DOCUMENT 75033 IN THE RECORDER'S OFFICE OF DUPAGE COUNTY AND ALSO EXCEPTING THEREFROM THE AFORESAID WESTERN UNITED GAS AND ELECTRIC COMPANY'S TRACT, AND ALSO EXCEPTING THEREFROM THAT PART HERETOFORE DEDICATED FOR PUBLIC HIGHWAY PURPOSES (ILLINOIS ROUTE 59), ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 01-28-403-005
-010
-011

FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER

6/3/91
8/21/91

R91-145449

ORDINANCE NO. 2479

AN ORDINANCE PROVIDING FOR RECAPTURE
IN REFERENCE TO MEADOWWOOD SUBDIVISION
OFFSITE SANITARY AND WATER MAIN IMPROVEMENTS

WHEREAS, R. RUSSELL BUILDERS, INC. (hereinafter "RUSSELL") and various owners termed "ST. ANDREWS" (i.e., DuPage Properties, Inc., and Joe Jemsek) are the owners of certain real property planning to be annexed to the CITY OF WEST CHICAGO; and

WHEREAS, in connection with said property, RUSSELL, ST. ANDREWS and the CITY OF WEST CHICAGO will be installing an offsite 15" gravity sanitary sewer, force main, and lift stations ("Sewer") and 12" water main ("Water") along Route 59 approximately from 1,000 feet north of Route 64 to Meadowwood Subdivision at an estimated cost of $587,000 for the Sewer and $260,000 for the Water; and

WHEREAS, pursuant to Ch. 24, Para. 9-5-1 et. seq. of Ill.Rev.Stat. (1989 ed.), a subdivider may be reimbursed for the installation of water mains and sanitary sewers not in the subdivision or planned unit development; and

WHEREAS, it has been determined that said Sewer and Water will benefit other properties in the future which will be able to tie into the Sewer and Water and be benefitted thereby, said properties being described in Exhibit "A" (the "Benefitted Parcels"); and

WHEREAS, the current estimated cost of the offsite Sanitary and Water Main Improvements is described in Exhibit "C" attached hereto and made a part hereof; and

WHEREAS, RUSSELL has requested that the CITY OF WEST CHICAGO adopt this recapture ordinance to provide a fair and equitable basis for proportionate reimbursement of the costs of the Sewer and Water to the CITY, RUSSELL and ST. ANDREWS; and

WHEREAS, the parties installing said Water and Sewer facilities have relinquished some of their rights to recapture for Water and Sewer for various properties as hereinafter described. Those portions of the Benefitted Parcels described in Exhibit "D" (Family Property which includes the DuPage Golf Property, Jemsek Property, Wiant Road Property and Related Property) shall, for water and sanitary sewer service, be free of recapture for an aggregate of five hundred fifty (550) dwelling units or their equivalent ("Recapture Waivers") and a maximum of two hundred seventy-five (275) of the 550 dwelling units or their equivalent may be allocated to the properties other than the Wiant Road Properties, DuPage Golf Property and Jemsek

EXHIBIT G

#286

Agreement 286
Ordinance 2479
Exhibit D

R91-145449

Property described in Exhibit "E". St. Andrews Golf and Country Club, Inc. or its successors or assignees shall have the sole discretion in determining the usage and allocation of such Recapture Waivers in accordance with the foregoing provisions. As to the properties described in Exhibit "D" (i.e., "Family Property"), the maximum number of years this Agreement shall be effective is thirty (30) years, the maximum annual interest rate is nine percent (9%) and the maximum aggregate amount of interest shall be eighty percent (80%).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST CHICAGO, in regular session assembled:

SECTION 1. That the recitals set forth above are incorporated as a part of this ordinance.

SECTION 2. That there is hereby established recapture reimbursement charges for connection to any part of the Sewer and Water constructed by RUSSELL for all property benefiting thereby. The amount of recapture shall be based on a per dwelling unit basis (or population equivalent where 1 dwelling unit equates to 3.5 P.E.) at an initial cost of $457.52/dwelling unit for Sewer and $202.65/dwelling unit for Water plus a 9 percent annualized interest adjustment for every year subsequent to the date of final acceptance by the CITY. The 9 percent interest adjustment shall be capped at eighty percent (80%) and no further interest shall accrue after that time. The properties upon which the recapture is based are shown on the attached sketch labeled Exhibit "A". The calculation for the recapture are shown on attached Exhibit "C".

SECTION 3. The amount of recapture as determined by the City Engineer shall be paid prior to a permit being issued for connection to the Sewer or Water.

SECTION 4. The CITY OF WEST CHICAGO'S sole responsibility under the terms and conditions of this ordinance is to remit any recapture funds, if and when received, to RUSSELL and ST. ANDREWS or its successor in interest. As agreed, the CITY shall retain 6.8 percent of all recapture charges for the Sewer and RUSSELL shall receive 85.2 percent and ST. ANDREWS shall receive the remaining 8.0 percent. For the recapture on the Water RUSSELL is to receive 100 percent of the recapture.

SECTION 5. The service area may be expanded to include areas beyond the boundaries shown in Exhibit "A" with

FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER

possible connections to the area shown in Exhibit "B". In this event, the recapture charge in Section 2 and percentage in Section 4 of this agreement shall be recalculated by the City Engineer to reflect the additional units included in the expanded service area and agreed to by the parties (i.e., RUSSELL and ST. ANDREWS).

SECTION 6. In the event the actual cost is other than shown, a revised Exhibit "C" shall be prepared and appended to the agreement; provided, however, any increase shall require the approval of CITY and ST. ANDREWS. In no event shall ST. ANDREWS be required to contribute more than $50,000 to the initial cost of constructing the 15-inch main from Route 64 to Route 59 and the cost of oversizing from a 12-inch main to a 15-inch main.

SECTION 7. All ordinances or parts thereof in conflict with this ordinance are hereby repealed.

SECTION 8. This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form.

PASSED this _____ day of _____, 1991.

Alderman L. Mitchell	_____	Alderman S. Lakics	_____
Alderman R. Blacklidge	_____	Alderman T. Merrion	_____
Alderman C. Perry	_____	Alderman E. Wind	_____
Alderman J. Michnick	_____	Alderman J. Taylor	_____

APPROVED as to form:

_____
City Attorney

APPROVED this _____ day of _____, 1991.

_____
Mayor

ATTEST:

_____
City Clerk

PUBLISHED:

FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER

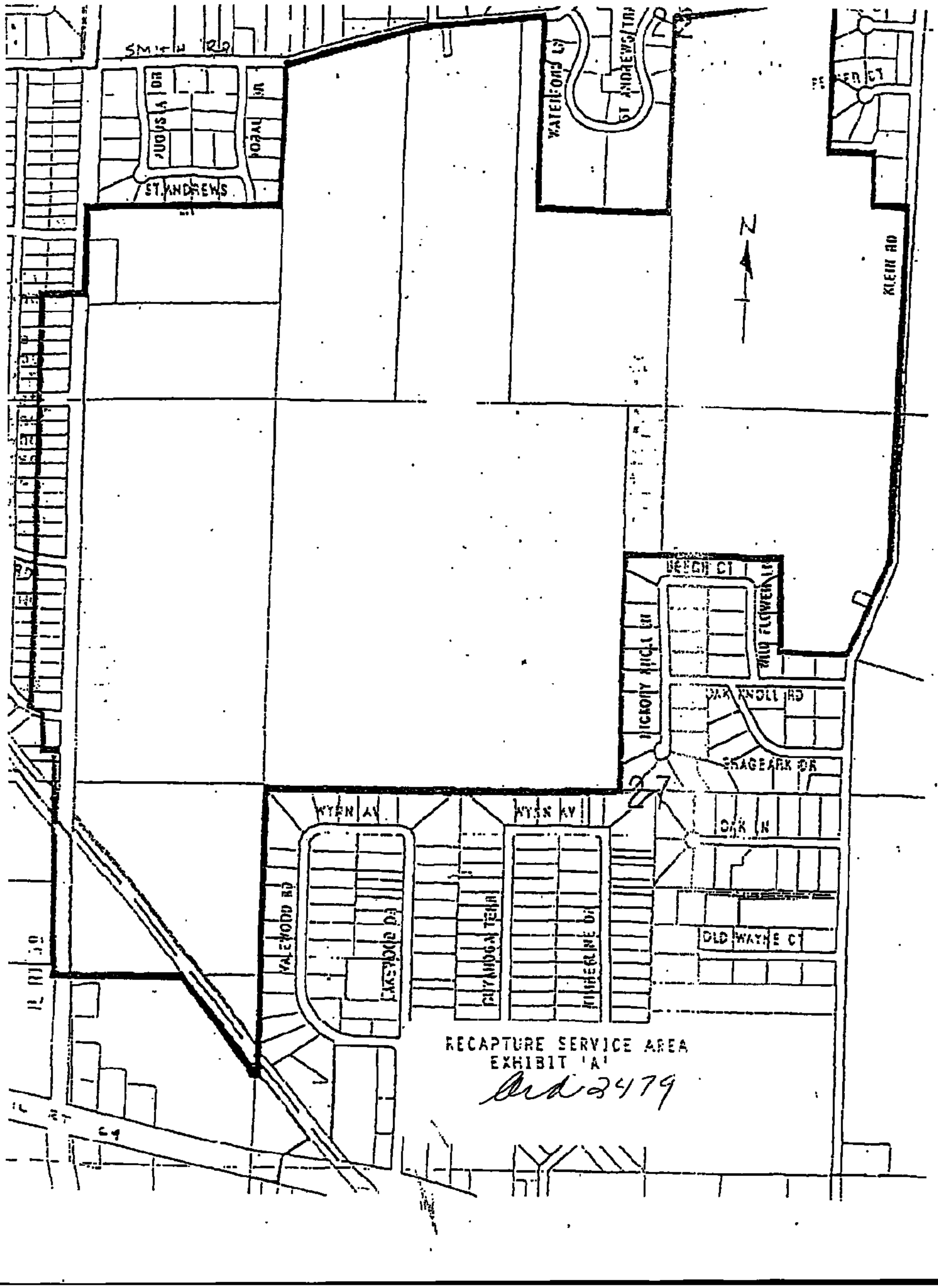
APPROVAL

R. RUSSELL BUILDERS, INC. (hereinafter "RUSSELL") hereby approves the above ordinance and agrees and understands it shall take the place of and be in lieu of any other obligation of the CITY regarding payment of recapture for water or sewer and specifically supersedes the agreement of the CITY described in the Annexation Agreement dated December 17, 1990 between the City of West Chicago and the West Chicago State Bank as Trustee under Trust Number 1 and R. Russell Builders, Inc. RUSSELL further represents and warrants to DuPage Golf Properties, Inc. and Joe Jemek that it is the current sole owner of record of the subject realty described in the Annexation Agreement dated December 17, 1990 and has the sole power and authority to execute this approval and bind the land.

R. RUSSELL BUILDERS, INC.

By: _____

FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER


SMITH RD
ST ANDREWS
WATERFORD CT
ST ANDREWS DR
KLEIN RD
N
BEECH CT
WILD FLOWER LN
HICKORY KNOLL LN
OAK KNOLL RD
SAGEBARK DR
WYEN AV
WYEN AV
OAK LN
VALEWOOD RD
CASTWOOD DR
CITYMIDDAY TERR
KIMBERLINE DR
OLD WAYNE CT
RECAPTURE SERVICE AREA
EXHIBIT 'A'
Ord 2479

R91-145449

R91-145449

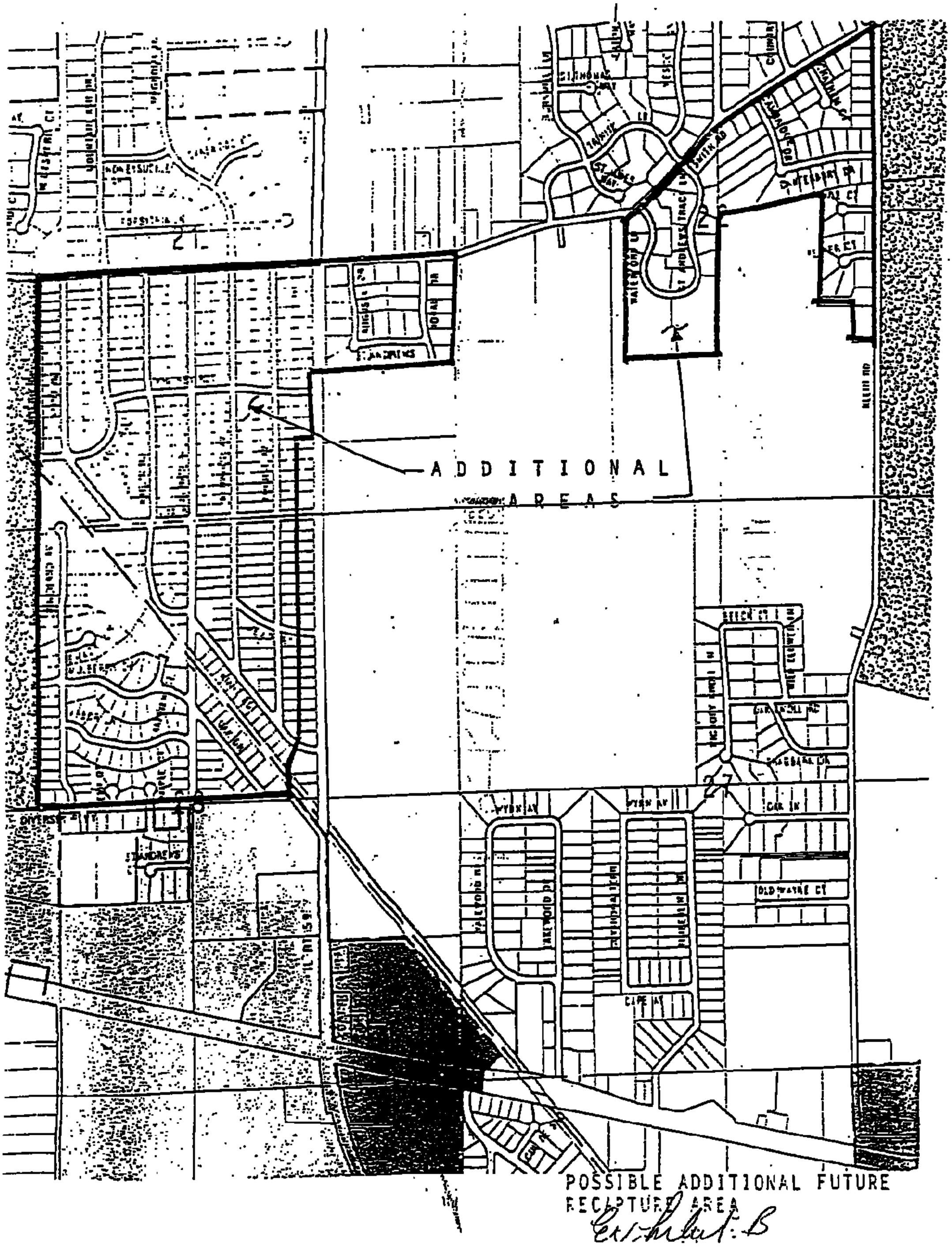


Exhibit B

R91-145449 EXHIBIT "C" Ordinance 2479

ESTIMATE RECAPTURE RATES

FOR MEADOWWOOD OFFSITE SANITARY & WATERMAIN

RECAPTURE SERVICE AREA

Lots on west side of Route 59	27 lots
Meadowwood Subdivision	116 lots
St. Andrews	1100 units
Pinns Property	40 units
Total	1283 units

OFFSITE SANITARY SEWER AND LIFT STATION
OVERSIZING COSTS

Cost paid by Ron Russell			
a) Design & Construction Engineering	$25,000		
b) 8" Sanitary Sewer (7320 ft)	$430,000		
c) 4" Forcemain (3650 ft)	$ 45,000		
Subtotal	$500,000		$500,000
Cost paid by City			
a) Oversizing sewer from 8" to 12" (7,320 ft x $3.30 x 1.1)	$26,572		
b) Oversizing forcemain from 4" to 6" (3650 ft x $1.08 x 1.1)	$ 4,336		
c) 180 ft of 8" @ $40.00/ft + $1,900 for manhole	$ 9,100		
Subtotal	$40,008	say	$ 40,000
Cost paid by St. Andrews			
a) Replacing 340' of 12" sewer with 15"	$20,400		
b) Oversizing sewer from 12" to 15" (7,320 ft x $3.30 x 1.1)	$26,572		
Subtotal	$46,972	say	$47,000
Total			$587,000

Cost/Unit $587,000/1283 units = $457.52/unit

Ron Russell	Recapture - 85.2%	$389.81/Unit
St. Andrews	Recapture - 8.0%	$ 36.60/Unit
City of West Chicago	Recapture - 6.8%	$ 31.11/Unit

OFFSITE WATERMAIN COST

a) Design & Construction Engineering	$ 10,000
b) 12" watermain (8840 feet)	$250,000
Total	$260,000

Cost/Unit $260,000/1283 units = $202.65/unit

Ron Russell - Recapture 100% - $202.65/unit

R91-145449

EXHIBIT "D" TO RECAPTURE ORDINANCE 2479

DUPAGE GOLF PROPERTY:

THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION TWENTY-EIGHT (28) TOWNSHIP FORTY (40) NORTH, RANGE NINE (9) EAST OF THE THIRD PRINCIPAL MERIDIAN ALSO THE SOUTH 10.17 CHAINS OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION TWENTY-ONE (21), TOWNSHIP FORTY (40) NORTH, RANGE NINE (9) EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE NORTHWEST QUARTER OF SECTION TWENTY-SEVEN, TOWNSHIP FORTY (40) NORTH, RANGE NINE (9) EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE EAST 16 RODS THEREOF, IN WAYNE TOWNSHIP, DU PAGE COUNTY, ILLINOIS.

P.I.N. 01-28-207-001
01-21-406-005
01-27-100-001

JEMSEK PROPERTY:

THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS ORIGINALLY CONVEYED BY DEEDS RECORDED IN BOOK 89, PAGE 43 AND IN BOOK 90, PAGE 47 OF THE DUPAGE COUNTY RECORDER'S OFFICE AND MORE PARTICULARLY DESCRIBED BY COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 28 FOR A PLACE OF BEGINNING AND RUNNING THENCE SOUTH ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER 1800.87 FEET TO THE NORTH EASTERLY LINE OF A TRACT CONVEYED TO WESTERN UNITED GAS AND ELECTRIC COMPANY BY WARRANTY DEED RECORDED AS DOCUMENT 202408 IN THE SAID RECORDER'S OFFICE; THENCE NORTH 39 DEGREES 38 MINUTES WEST ALONG THE NORTHEASTERLY LINE OF SAID WESTERN UNITED GAS AND ELECTRIC COMPANY'S TRACT, 579.86 FEET TO A POINT IN THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SAID SOUTHEAST QUARTER OF SECTION 28; THENCE SOUTH 88 DEGREES 27 MINUTES WEST ALONG THE SAID SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTH EAST QUARTER 951.88 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 0 DEGREES 2 MINUTES EAST ALONG THE WEST LINE OF THE EAST HALF OF SAID SOUTHEAST QUARTER 1341.6 FEET TO THE NORTHWEST CORNER OF THE SAID EAST HALF OF THE SOUTHEAST QUARTER; THENCE NORTH 88 DEGREES 20 MINUTES EAST ALONG THE NORTH LINE OF THE SAID SOUTHEAST QUARTER OF SECTION 28, 1321.1 FEET TO THE PLACE OF BEGINNING (EXCEPTING THEREFROM THE AREA OF THE RIGHT OF WAY OF THE AURORA, ELGIN AND CHICAGO RAILROAD COMPANY, AS CONVEYED BY A DEED RECORDED AS DOCUMENT 75033 IN THE RECORDER'S OFFICE OF DUPAGE COUNTY AND ALSO EXCEPTING THEREFROM THE AFORESAID WESTERN UNITED GAS AND ELECTRIC COMPANY'S TRACT, AND ALSO EXCEPTING THEREFROM THAT PART HERETOFORE DEDICATED FOR PUBLIC HIGHWAY PURPOSES (ILLINOIS ROUTE 59), ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 01-28-403-005
-010
-011

WIANT ROAD PROPERTY:

A. PARCEL 1

LOTS 220, 221, 222 AND 223 IN COMPOSITE PLAT OF ROBERT BARTLETT'S OAK MEADOWS SUBDIVISION UNIT 1, AND RESUBDIVISION THEREOF IN PART, BEING A PART OF THE SOUTH EAST 1/4 OF SECTION 21 AND THE NORTH EAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 21, 1953 AS DOCUMENT 683087, IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 01-28-205-029
-028
-016
-015

B. PARCEL 2

LOTS 224 AND 225 IN COMPOSITE PLAT OF ROBERT BARTLETT'S OAK MEADOWS SUBDIVISION UNIT 1, AND RESUBDIVISION THEREOF IN PART, BEING A PART OF THE SOUTH EAST 1/4 OF SECTION 21 AND THE NORTH EAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 21, 1953 AS DOCUMENT 683087, IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 01-28-205-013
-014

RELATED PROPERTY:

A. PARCEL 1

THAT PART OF THE WEST 1/2 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE CENTER OF SAID SECTION 22 AND RUNNING THENCE SOUTH 1 DEGREES 27 MINUTES 20 SECONDS WEST ALONG THE EAST LINE OF THE SOUTH WEST 1/4 OF SAID SECTION 22, 1345.98 FEET FOR A POINT OF BEGINNING: THENCE CONTINUING SOUTH 1 DEGREES 27 MINUTES 20 SECONDS WEST ALONG SAID EAST LINE 1322.70 FEET TO THE SOUTH EAST CORNER OF SAID SOUTH WEST 1/4; THENCE NORTH 89 DEGREES 39 MINUTES 10 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTH WEST 1/4, 1071.54 FEET: THENCE NORTH 1 DEGREES 27 MINUTES 20 SECONDS EAST, 2680.81 FEET TO THE CENTER LINE OF SMITH ROAD; THENCE NORTH 83 DEGREES 33 MINUTES 09 SECONDS EAST ALONG SAID CENTER LINE, 337.60 FEET; THENCE SOUTH 1 DEGREES 27 MINUTES 20 SECONDS WEST, 1356.30 FEET; THENCE SOUTH 88 DEGREES 32 MINUTES 40 SECONDS EAST, 935.05 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 01-22-301-005

EXHIBIT "D" TO RECAPTURE ORDINANCE (Continued)

B. PARCEL 2

THE WEST 795.85 FEET, AS MEASURED ON THE SOUTH LINE, OF THE FOLLOWING DESCRIBED TRACT: THAT PART OF THE WEST 1/2 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE SOUTH EAST CORNER OF THE SOUTH WEST 1/4 OF SAID SECTION 22 AND RUNNING THENCE NORTH 89 DEGREES 39 MINUTES 12 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SOUTH WEST 1/4, 1071.54 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 39 MINUTES 12 SECONDS WEST ALONG SAID SOUTH LINE, 1561.05 FEET TO THE SOUTH WEST CORNER OF SAID SOUTH WEST 1/4; THENCE NORTH 1 DEGREE 32 MINUTES 49 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTH WEST 1/4, 2365.36 FEET TO THE CENTER LINE OF SMITH ROAD; THENCE NORTH 74 DEGREES 43 MINUTES 56 SECONDS EAST ALONG SAID CENTER LINE, 940.22 FEET TO AN ANGLE IN SAID CENTER LINE; THENCE NORTH 85 DEGREES 12 MINUTES 59 SECONDS EAST ALONG SAID CENTER LINE, 547.26 FEET TO AN ANGLE IN SAID CENTER LINE; THENCE NORTH 83 DEGREES 32 MINUTES 09 SECONDS EAST ALONG SAID CENTER LINE, 113.87 FEET; THENCE SOUTH 1 DEGREE 27 MINUTES 00 SECONDS WEST, PARALLEL WITH THE EAST LINE OF SAID WEST 1/2 OF SECTION 22, 2680.84 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 01-22-301-009

C. PARCEL 3

THAT PART OF THE WEST 1/2 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE SOUTH EAST CORNER OF THE SOUTH WEST 1/4 OF SAID SECTION 22 AND RUNNING THENCE NORTH 89 DEGREES, 39 MINUTES, 12 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTH WEST 1/4, 1,071.54 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES, 39 MINUTES, 12 SECONDS WEST ALONG SAID SOUTH LINE, 1,561.05 FEET TO THE SOUTH WEST CORNER OF SAID SOUTH WEST 1/4; THENCE NORTH 1 DEGREE 32 MINUTES 49 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTH WEST 1/4, 2365.36 FEET TO THE CENTER LINE OF SMITH ROAD; THENCE NORTH 74 DEGREES, 43 MINUTES, 56 SECONDS EAST ALONG SAID CENTER LINE, 940.22 FEET TO AN ANGLE IN SAID CENTER LINE; THENCE NORTH 85 DEGREES, 12 MINUTES, 59 SECONDS EAST ALONG SAID CENTER LINE, 547.26 FEET TO AN ANGLE IN SAID CENTER LINE; THENCE NORTH 83 DEGREES, 32 MINUTES, 09 SECONDS EAST ALONG SAID CENTER LINE, 113.87 FEET; THENCE SOUTH 1 DEGREE 27 MINUTES 00 SECONDS WEST, PARALLEL WITH THE EAST LINE OF SAID WEST 1/2 OF SECTION 22, 2680.84 FEET TO THE PLACE OF BEGINNING, (EXCEPT THE WEST 795.85 FEET, AS MEASURED ON THE SOUTH LINE) IN DUPAGE COUNTY, ILLINOIS.

2479

EXHIBIT "D" TO RECAPTURE AGREEMENT (Continued)

D. PARCEL 4

THAT PART OF THE EAST 1/2 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY BEGINNING AT THE SOUTH WEST CORNER OF SAID EAST 1/2 AND RUNNING THENCE NORTH 01 DEGREE 24 MINUTES 47 SECONDS EAST ALONG THE WEST LINE OF SAID EAST 1/2, 2668.55 FEET TO THE SOUTH WEST CORNER OF BRANIGAR'S WAYNE CENTER UNIT NO. 3 (RECORDED AS DOCUMENT R67-12399); THENCE NORTH 80 DEGREES 03 MINUTES 40 SECONDS EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION, 1315.41 FEET TO AN ANGLE POINT; THENCE NORTH 84 DEGREES 33 MINUTES 35 SECONDS EAST ALONG SAID SOUTH LINE, 345.52 FEET TO THE CENTER OF KLEIN ROAD; THENCE SOUTH 01 DEGREE 39 MINUTES 37 SECONDS WEST ALONG SAID CENTER LINE, 2935.79 FEET TO THE SOUTH LINE OF SAID SECTION; THENCE NORTH 89 DEGREES 03 MINUTES 14 SECONDS WEST ALONG SAID SOUTH LINE, 1602.83 FEET TO THE POINT OF BEGINNING, (EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY: THAT PART OF THE EAST 1/2 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH WEST CORNER OF SAID EAST 1/2; THENCE NORTH 01 DEGREE 24 MINUTES 47 SECONDS EAST, 2668.55 FEET, RECORDED DISTANCE (2668.50 FEET MEASURED DISTANCE), ALONG THE WEST LINE OF SAID EAST 1/2 TO THE SOUTH WEST CORNER OF BRANIGAR'S WAYNE CENTER UNIT NO. 3 (RECORDED AS DOCUMENT R67-12399), SAID SOUTH WEST CORNER BEING THE CENTER OF AFORESAID SECTION 22; THENCE EASTERLY 1067.42 FEET ALONG THE SOUTH LINE OF SAID SUBDIVISION TO THE POINT OF BEGINNING; THENCE CONTINUING EASTERLY 243.89 FEET TO AN ANGLE POINT ON THE SOUTH LINE OF SAID SUBDIVISION; THENCE CONTINUING EASTERLY 346.92 FEET ALONG THE SOUTH LINE OF SAID SUBDIVISION TO THE CENTER OF KLEIN ROAD; THENCE SOUTHERLY ALONG THE CENTER LINE OF KLEIN ROAD, FORMING AN ANGLE TO THE LEFT OF 82 DEGREES 41 MINUTES 09 SECONDS WITH THE LAST DESCRIBED COURSE, 1172.37 FEET; THENCE WESTERLY AT A RIGHT ANGLE TO THE CENTER LINE OF KLEIN ROAD, 382.66 FEET; THENCE NORTHERLY AT A RIGHT ANGLE TO THE LAST DESCRIBED COURSE, 1078.54 FEET TO THE POINT OF BEGINNING,) ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 01-22-400-010
-011

R91-145449

EXHIBIT "E" TO RECAPTURE ORDINANCE 2479

DUPAGE GOLF PROPERTY

THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION TWENTY-EIGHT (28) TOWNSHIP FORTY (40) NORTH, RANGE NINE (9) EAST OF THE THIRD PRINCIPAL MERIDIAN ALSO THE SOUTH 10.17 CHAINS OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION TWENTY-ONE (21), TOWNSHIP FORTY (40) NORTH, RANGE NINE (9) EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE NORTHWEST QUARTER OF SECTION TWENTY-SEVEN, TOWNSHIP FORTY (40) NORTH, RANGE NINE (9) EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE EAST 16 RODS THEREOF, IN WAYNE TOWNSHIP, DU PAGE COUNTY, ILLINOIS.

P.I.N. 01-28-207-001
01-21-406-005
01-27-100-001

JEMSEK PROPERTY

THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS ORIGINALLY CONVEYED BY DEEDS RECORDED IN BOOK 89, PAGE 43 AND IN BOOK 90, PAGE 47 OF THE DUPAGE COUNTY RECORDER'S OFFICE AND MORE PARTICULARLY DESCRIBED BY COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 28 FOR A PLACE OF BEGINNING AND RUNNING THENCE SOUTH ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER 1800.87 FEET TO THE NORTH EASTERLY LINE OF A TRACT CONVEYED TO WESTERN UNITED GAS AND ELECTRIC COMPANY BY WARRANTY DEED RECORDED AS DOCUMENT 202408 IN THE SAID RECORDER'S OFFICE; THENCE NORTH 39 DEGREES 38 MINUTES WEST ALONG THE NORTHEASTERLY LINE OF SAID WESTERN UNITED GAS AND ELECTRIC COMPANY'S TRACT, 579.86 FEET TO A POINT IN THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SAID SOUTHEAST QUARTER OF SECTION 28; THENCE SOUTH 88 DEGREES 27 MINUTES WEST ALONG THE SAID SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTH EAST QUARTER 951.88 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 0 DEGREES 2 MINUTES EAST ALONG THE WEST LINE OF THE EAST HALF OF SAID SOUTHEAST QUARTER 1241.6 FEET TO THE NORTHWEST CORNER OF THE SAID EAST HALF OF THE SOUTHEAST QUARTER; THENCE NORTH 88 DEGREES 20 MINUTES EAST ALONG THE NORTH LINE OF THE SAID SOUTHEAST QUARTER OF SECTION 28, 1321.1 FEET TO THE PLACE OF BEGINNING (EXCEPTING THEREFROM THE AREA OF THE RIGHT OF WAY OF THE AURORA, ELGIN AND CHICAGO RAILROAD COMPANY, AS CONVEYED BY A DEED RECORDED AS DOCUMENT 75033 IN THE RECORDER'S OFFICE OF DUPAGE COUNTY AND ALSO EXCEPTING THEREFROM THE AFORESAID WESTERN UNITED GAS AND ELECTRIC COMPANY'S TRACT, AND ALSO EXCEPTING THEREFROM THAT PART HEREFOFORE DEDICATED FOR PUBLIC HIGHWAY PURPOSES (ILLINOIS ROUTE 59), ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 01-28-403-005
-010

R91-145449

2479

EXHIBIT "E" TO RECAPTURE ORDINANCE
(continued)

WIANT ROAD PROPERTY

A. PARCEL 1

LOTS 220, 221, 222 AND 223 IN COMPOSITE PLAT OF ROBERT BARTLETT'S OAK MEADOWS SUBDIVISION UNIT 1, AND RESUBDIVISION THEREOF IN PART, BEING A PART OF THE SOUTH EAST 1/4 OF SECTION 21 AND THE NORTH EAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 21, 1953 AS DOCUMENT 683057, IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 01-28-205-029
-028
-016
-015

B. PARCEL 2

LOTS 224 AND 225 IN COMPOSITE PLAT OF ROBERT BARTLETT'S OAK MEADOWS SUBDIVISION UNIT 1, AND RESUBDIVISION THEREOF IN PART, BEING A PART OF THE SOUTH EAST 1/4 OF SECTION 21 AND THE NORTH EAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 21, 1953 AS DOCUMENT 683087, IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 01-28-205-013
-014

RESOLUTION NO. 1028

A RESOLUTION AUTHORIZING THE EXECUTION OF A GRANT OF EASEMENT AND AGREEMENT (SANITARY SEWER AND WATER MAIN) BETWEEN DuPAGE GOLF PROPERTIES, JOE JEMSEK AND THE CITY OF WEST CHICAGO

WHEREAS, it is in the best interests of the City of West Chicago, DuPage County, Illinois, that the City of West Chicago enter a certain Grant of Easement and Agreement with DuPage Golf Properties and Joe Jemsek; and

WHEREAS, the legal owners of the property which is the subject of the agreement are ready, willing and able to enter into said agreement and perform the obligations required hereunder; and

WHEREAS, the City is willing and able to perform certain obligations as authorized in said agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Chicago, DuPage County, Illinois, in regular session assembled, as follows:

1. That the Mayor be and is hereby authorized and directed to execute and the City Clerk to attest a document known as Grant of Easement and Agreement (Sanitary Sewer and Water Main) dated September 3, 1991, between DuPage Golf Properties, Joe Jemsek and the City of West Chicago, a copy of which, consisting of twenty-three (23) pages is attached hereto and made a part hereof.

2. That this resolution be in full force and effect from and after its passage and approval.

ADOPTED this 21st day of October, 1991.

AYE: 7
NAYS: 0
ABSTAIN: 0
ABSENT: 1

Mayor

ATTEST:

Nancy M. Smith
City Clerk

RESOLUTION NO. 1029

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT BETWEEN DUPAGE GOLF PROPERTIES, JOE JEMSEK, AND THE CITY OF WEST CHICAGO

WHEREAS, it is in the bsest interests of the City of West Chicago, DuPage County, Illinois, that the City of West Chicago enter a certain annexation agreement with DuPage Golf Properties, and Joe Jemsek; and

WHREEAS, the legal owners of the property which is the subject of the annexation agreement are ready, willing, and able to enter into said agreement and perform the obligations required hereunder; and

WHEREAS, the statutory provisions of Illinois Revised Statutues Ch. 24, Art. 11, Section 15.1 as amended, have been fully complied with.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Chicago, DuPage County, Illinois, in regular session assembled, as follows:

1. That the Mayor be and is hereby authorized and directed to execute and the City Clerk to attest a document known as "Annexation Agreement" dated Septemer 3, 1991, between DuPage Golf Property, Joe Jemsek, and the City of West Chicago, a copy of which, consisting of seventy seven (77) pages is attached hereto and made a part hereof.

2. That this resolution be in full force and effect from and after its passage and approval.

ADOPTED this 21st day of October, 1991.

AYE: 7
NAYS: 0
ABSTAIN: 0
ABSENT: 1

Mayor

ATTEST:

Nancy M. Smith
City Clerk

R95-108394.

EXHIBIT B

KRM.kz 6-28-95-west-golf

See Resolution 1210

FIRST AMENDMENT TO ANNEXATION AGREEMENT #286

THIS FIRST AMENDMENT TO ANNEXATION AGREEMENT (the "FIRST AMENDMENT"), made and entered into this 24th day of July, 1995, by and between the CITY OF WEST CHICAGO, DuPage County, Illinois, a municipal corporation (hereinafter referred to as the "CITY"), ST. ANDREWS GOLF AND COUNTRY CLUB, INC., f/k/a DU PAGE GOLF PROPERTIES, INC. and JOE JEMSEK (hereinafter referred to as the "OWNERS") (CITY and OWNERS are sometimes hereinafter collectively referred to as the "PARTIES").

W I T N E S S E T H:

WHEREAS, the PARTIES are parties to a certain Annexation Agreement (the "ANNEXATION AGREEMENT") dated October 21, 1991, relating to the property legally described on Exhibit "A" attached hereto and incorporated herein (the "ORIGINAL PROPERTY"), containing approximately forty-one (41) acres as to which the OWNERS are the owners of record; and,

WHEREAS, the OWNERS are the owners of record of certain property, adjacent and contiguous to the ORIGINAL PROPERTY, which is legally described on Exhibit "B" attached hereto and incorporated herein (the "ADDITIONAL PROPERTY"), containing approximately twenty-eight (28) acres (the "ORIGINAL PROPERTY and the ADDITIONAL PROPERTY are sometimes collectively referred to as the "SUBJECT REALTY"); and,

WHEREAS, the SUBJECT REALTY comprises a portion of the St. Andrews Golf and Country Club (the "GOLF COURSE"); and,

WHEREAS, it is the intention of the PARTIES that the OWNERS have the right to continue their operation of the GOLF COURSE (including the driving range located on the SUBJECT REALTY which for the purposes of this Agreement shall be deemed to be part of the GOLF COURSE), and this Agreement is not intended by the PARTIES to limit the OWNERS' flexibility in such operation; and,

WHEREAS, the OWNERS are desirous of annexing the ADDITIONAL PROPERTY to the CITY pursuant to the terms and conditions hereinafter set forth; and,

WHEREAS, a Petition for Annexation has been filed with the CITY pursuant to 65 ILCS 5/7-1-8, as amended, which is attached hereto as Exhibit "C" and is, by this reference, incorporated herein; said Petition covers the ADDITIONAL PROPERTY, which Petition is conditioned upon the execution of this FIRST AMENDMENT; and,

WHEREAS, the annexation of the ADDITIONAL PROPERTY shall extend the corporate limits of the CITY to the far side of each adjacent highway not heretofore annexed to any other municipality; and,

WHEREAS, the PARTIES desire to amend the ANNEXATION AGREEMENT with respect to the annexation of the ADDITIONAL PROPERTY and various other matters pursuant to 65 ILCS 5/11-15.1-1 et seq., as amended; and,

WHEREAS, all public hearings, as required by law, have been held by the Corporate Authorities of the CITY, and the Plan Commission of the CITY, upon the matters covered by this Agreement;

FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER

and,

WHEREAS, the Corporate Authorities of the CITY, after due and careful consideration, have concluded that the annexation and development of the ADDITIONAL PROPERTY and amendment of the ANNEXATION AGREEMENT, upon the terms and conditions hereinafter set forth, would further the growth of the CITY and serve the best interests of the CITY; and,

WHEREAS, by a favorable vote of at least two-thirds (2/3) of the Corporate Authorities of the CITY then holding office, a Resolution has heretofore been adopted authorizing the execution of this FIRST AMENDMENT.

NOW, THEREFORE, in consideration of the foregoing premises and in further consideration of the mutual covenants, conditions and agreements herein contained, the PARTIES hereto agree as follows:

ARTICLE I

INCORPORATION OF RECITALS

The PARTIES confirm and admit the truth and validity of the representations and recitations set forth in the foregoing recitals. The PARTIES further acknowledge that the same are material to this FIRST AMENDMENT and are hereby incorporated into this FIRST AMENDMENT as though they were fully set forth in this Article I.

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ARTICLE II

AUTHORITY

This FIRST AMENDMENT is made and entered into by the PARTIES pursuant to 65 ILCS 5/7-1-1 et seq. and 65 ILCS 5/11-15.1-1 et seq.

ARTICLE III

MUTUAL ASSISTANCE

The PARTIES shall do all things necessary and appropriate to carry out the terms and provisions of this FIRST AMENDMENT and to aid and assist each other in furthering the intent of the PARTIES as reflected by the terms of this FIRST AMENDMENT, including, without limitation, the holding of such public hearings and the enactment by the CITY of such Resolutions and Ordinances, the execution of such permits, applications and agreements and the taking of such other actions as may be necessary to enable the PARTIES to comply with the terms and provisions of this FIRST AMENDMENT.

ARTICLE IV

INTEGRATION OF ANNEXATION AGREEMENT

The provisions of this FIRST AMENDMENT shall be deemed by the PARTIES to be fully integrated into the ANNEXATION AGREEMENT. The ANNEXATION AGREEMENT shall remain in full force and effect, except to the extent that the ANNEXATION AGREEMENT is expressly modified by the terms of this FIRST AMENDMENT. Should any provision of the ANNEXATION AGREEMENT conflict with any provision of this FIRST AMENDMENT, the provisions of this FIRST AMENDMENT shall control.

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ARTICLE V

ANNEXATION

Subject to the provisions of 65 ILCS 5/7-1-8, as amended, the PARTIES respectively agree to do all things necessary or appropriate to cause the ADDITIONAL PROPERTY to be duly and validly annexed to the CITY as soon as practicable after the execution of this FIRST AMENDMENT.

Attached hereto and incorporated herein as Exhibit "D" is the form of Ordinance providing for the annexation of the ADDITIONAL PROPERTY together with a copy of the plat of annexation attached thereto.

Should any person having proper standing to do so bring a cause of action before any court of competent jurisdiction challenging the CITY'S lawful authority to annex the ADDITIONAL PROPERTY or challenge the method or procedures by or through which the PARTIES purported to cause the ADDITIONAL PROPERTY to be annexed to the CITY, the PARTIES agree that they shall fully cooperate, as provided in Article III hereof, to defend such cause of action.

The CITY hereby agrees that, during the term of this FIRST AMENDMENT, it shall not annex any portion(s) of the GOLF COURSE other than the SUBJECT REALTY without the consent of the OWNERS, or their successors or assigns.

ARTICLE VI

ZONING

As soon as practicable after the Corporate Authorities of the

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CITY authorize the execution of this FIRST AMENDMENT, and pass and approve the Ordinance annexing the ADDITIONAL PROPERTY heretofore incorporated herein as Exhibit "D", the Corporate Authorities shall pass and approve an Ordinance zoning and/or rezoning the SUBJECT REALTY to the R-2 Single-Family District zoning classification and granting a special use permit for a golf course with respect to the SUBJECT REALTY. Attached hereto and incorporated herein as Exhibit "E" is the form of Ordinance providing for the zoning and granting of a special use permit with respect to the SUBJECT REALTY.

ARTICLE VII

SEWER AND WATER

The CITY shall, upon request of the OWNERS and payment of the CITY'S then applicable connection, inspection, permit and other related fees or charges, permit the OWNERS to connect the existing clubhouse facility located upon the GOLF COURSE to the CITY'S sewer and water systems. The OWNERS shall not connect any facility other than said existing clubhouse facility to the CITY'S sewer and/or water systems without the CITY'S consent. The OWNERS may continue, after such connection of the existing clubhouse facility, to use their wells for water supply purposes unrelated to the existing clubhouse facility, including but not limited to landscaping purposes. The OWNERS shall assure that no cross-connections or infiltration occur between the public water supply and the well water supply.

The PARTIES acknowledge that, at the present time, the CITY owned water system has sufficient present capacity to serve the

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potable water needs of said existing clubhouse facility. The PARTIES further acknowledge that, at the present time, the CITY owns a sewerage treatment plant presently having adequate sewerage treatment capacity to treat the wastewater requirements of said existing clubhouse facility.

Except as specifically provided herein, the CITY makes no specific representation or warranty as to the continued availability of water supply and sanitary sewerage treatment capacity beyond that the CITY shall make reasonable efforts to continue to own and operate its utilities in a manner intended to provide adequate future water supply and treatment capacity subject to the availability of sufficient funds for such utility operations, regulatory restraints or conditions on service and such other matters generally considered to be in the nature of "force majeure". The inability of the CITY to serve the full water supply or sanitary treatment requirements of said existing clubhouse facility shall not give rise to any cause of action on behalf of any such PARTIES for specific enforcement, damages or other relief at law or in equity.

ARTICLE VIII

GENERAL PROVISIONS

A. RECORDATION: The PARTIES agree to do all things necessary to cause this FIRST AMENDMENT to be recorded in the Office of the Recorder of Deeds, DuPage County, Illinois.

B. NOTICES: All notices hereunder shall be in writing and must be served either personally or by registered or certified mail

FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER

to:

1. CITY at: CITY OF WEST CHICAGO
475 Main Street
West Chicago, Illinois 60185

2. OWNERS at: ST. ANDREWS GOLF AND COUNTRY CLUB, INC.
3 N 441 Route 59
West Chicago, Illinois 60185

JOE JEMSEK
3 N 441 Route 59
West Chicago, Illinois 60185

3. To such other person or place which any PARTY hereto, by its prior written notice, shall designate for notice to it from the other PARTIES hereto.

C. BINDING EFFECT, TERM AND AMENDMENT: This FIRST AMENDMENT shall be binding upon and inure to the benefit of the PARTIES hereto, successor owners of record of the SUBJECT REALTY, their assigns, lessees and upon any successor municipal authority of the CITY and successor municipalities, for a period of twenty (20) years from and after October 21, 1991.

This FIRST AMENDMENT may be amended from time to time with the consent of the PARTIES hereto, pursuant to statute in such case made and provided.

D. SEVERABILITY: This FIRST AMENDMENT is entered into pursuant to the provisions of 65 ILCS 5/11-15.1-1 et seq., as amended. The City Council of the CITY has heretofore conducted a public hearing upon this FIRST AMENDMENT. In the event any part or portion of this FIRST AMENDMENT, or any provision, clause, wording or designation contained within this FIRST AMENDMENT, is held to be invalid by a court of competent jurisdiction, such part, portion, provision, clause, wording or designation shall be deemed to be

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excised from this FIRST AMENDMENT and the invalidity thereof shall not affect the remaining portions thereof.

D. ENFORCEABILITY: This FIRST AMENDMENT shall be enforceable in any court of competent jurisdiction by any of the PARTIES hereto by any appropriate action at law or in equity to secure the performance of the covenants contained herein, as provided in 65
ILCS 5/11-15.1-4, as amended, including the right of any PARTY hereto to seek specific performance of the terms hereof.

IN WITNESS WHEREOF, the PARTIES hereto have hereunto set their hands and seals on the day and year first above written.

CITY OF WEST CHICAGO, DuPage County, Illinois, a municipal corporation,

By: Steven J. Dakis
Mayor

ATTEST:
Nancy M. Smith
City Clerk

ST. ANDREWS GOLF AND COUNTRY CLUB, INC., f/k/a DU PAGE GOLF PROPERTIES, INC.,

By: Joe Jemsek

ATTEST:

Joe Jemsek
JOE JEMSEK

"OFFICIAL SEAL"
THOMAS CASCIO
Notary Public, State of Illinois
My Commission Expires 07/22/99

July 21 1995
Thomas Cascio

FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER

R95 108394

STATE OF ILLINOIS)
) SS.
COUNTY OF DU PAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Steven J. Lakics, Mayor of the City of West Chicago, and Nancy Smith, Clerk of said City, whose names are subscribed to the foregoing instrument as such Mayor and City Clerk, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument, as their own free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth; and the said City Clerk, as custodian of the corporate seal of said City, then and there did affix the corporate seal of said City to said instrument, as her own free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 24th day of July, 1995.

OFFICIAL SEAL
KENNETH R. MENZEL
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10-31-97

Notary Public

R95 108394

STATE OF ILLINOIS)
) SS.
COUNTY OF DU PAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Joe Jensen, President of St. Andrews Golf and Country Club, Inc., f/k/a DuPage Golf Properties, Inc., and _____, _____ of said corporation, whose names are subscribed to the foregoing instrument as such President and _____, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument, as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said _____, as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument, as h____ own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 10th day of August, 1995.

OFFICIAL SEAL
KENNETH R. MENZEL
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10-31-97

Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF DU PAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JOE JEMSEK, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument, as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 10th day of August, 1995.

OFFICIAL SEAL
KENNETH R. MENZEL
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10-31-97

Notary Public

Exhibit "A" To First Amendment To Annexation Agreement

THE EAST 300.0 FEET OF THAT PART OF THE EAST 1/2 OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTHERLY OF THE NORTHERLY LINE OF "DU PAGE PARKWAY" COUNTY HIGHWAY 48 "ILLINOIS PRAIRIE PATH", IN DU PAGE COUNTY, ILLINOIS.

THE EAST 300.0 FEET OF THE SOUTH 300.0 FEET OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSEIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN: ALSO THE SOUTH 300.0 FEET OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THE EAST 16 RODS THEREFROM: ALSO THE EAST 300.0 FEET OF THAT PART OF THE NORTHWEST QUARTER OF SECTION 27, AFORESAID, LYING WEST OF THE EAST 16 RODS OF SAID NORTHWEST QUARTER AND, EXCEPTING THE SOUTH 300.0 FEET AND EXCEPTING THE NORTH 725.0 FEET, ALL IN DU PAGE COUNTY, ILLINOIS.

PARCEL NO. 5
01-28-403-005
01-28-207-002

VACANT PROPERTY
RTE. 59 & DUPAGE PKWY
WEST CHICAGO, IL

Exhibit "B" To First Amendment To Annexation Agreement

PARCEL 1: THE WEST 10.0 FEET OF THE EAST 310.0 FEET OF THE SOUTH 300.0 FEET AND THE NORTH 10.0 FEET OF THE SOUTH 310.0 FEET OF THE EAST 310.0 FEET OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO, THE NORTH 10.0 FEET OF THE SOUTH 310.0 FEET (EXCEPT THE EAST 300.0 FEET) OF THAT PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING WEST OF THE EAST 16 RODS THEREOF; ALSO, THE WEST 10.0 FEET OF THE EAST 310.0 FEET (EXCEPT THE SOUTH 310.0 FEET) OF THAT PART OF THE NORTHWEST QUARTER OF SECTION 27, AFORESAID, LYING WEST OF THE EAST 16 RODS THEREOF, AND EXCEPTING THE NORTH 725.0 FEET THEREOF; ALSO, THE SOUTH 10.0 FEET OF THE NORTH 725.0 FEET OF THE EAST 310.0 FEET OF THAT PART OF THE NORTHWEST QUARTER OF SECTION 27, AFORESAID, LYING WEST OF THE EAST 16 RODS THEREOF, IN DU PAGE COUNTY, ILLINOIS.

PARCEL 2: THE WEST 10 FEET OF THE EAST 310.0 FEET OF THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIA LYING NORTHERLY OF THE NORTHERLY LINE OF "DUPAGE PARKWAY, COUNTY HIGHWAY 48, ILLINOIS PRAIRIE PATH" (EXCEPTING THEREFROM A TRACT CONVEYED TO WESTERN UNITED GAS AND ELECTRIC COMPANY BY WARRANTY DEED RECORDED AS DOCUMENT 202408), ALL IN DPCI.

PARCEL 3: THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM THE RIGHT OF WAY OF THE FORMER AURORA, ELGIN AND CHICAGO RAILROAD COMPANY, PRESENTLY "DUPAGE PARKWAY, COUNTY HIGHWAY 48, ILLINOIS PRAIRIE PATH") AND (ALSO EXCEPTING THEREFROM A TRACT CONVEYED TO WESTERN UNITED GAS AND ELECTRIC COMPANY BY WARRANTY DEED RECORDED AS DOCUMENT 202408) AND (ALSO EXCEPTING THEREFROM THE EAST 310 FEET THEREOF) AND (ALSO EXCEPTING THEREFROM THAT PORTION FALLING WITHIN ROUTE 59 AS DEPICTED ON PLAT OF HIGHWAYS RE: FAP 338; ILLINOIS ROUTE 59, RECORDED AS DOCUMENT R94-44792), ALL IN DPCI.

PARCEL 4: THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTHERLY OF THE NORTHERLY LINE OF THE RIGHT OF WAY OF THE FORMER AURORA, ELGIN AND CHICAGO RAILROAD COMPANY, PRESENTLY "DU PAGE PARKWAY, COUNTY HIGHWAY 48, ILLINOIS PRAIRIE PATH" (EXCEPTING THEREFROM A TRACT CONVEYED TO WESTERN UNITED GAS AND ELECTRIC COMPANY BY WARRANTY DEED RECORDED AS DOCUMENT 202408) AND (ALSO EXCEPTING THEREFROM THE EAST 310 FEET THEREOF) ALL IN DU PAGE COUNTY, ILLINOIS.

VACANT PROPERTY
RTE. 59 & DUPAGE PKWY
WEST CHICAGO, IL

PARCEL NO.S
01-28-207-002
01-28-403-005
-022 none
-023
01-27-100-001

R95 108394

Petition 356

KRM:kz 6-22-95-west-golf

TO: THE MAYOR AND CITY COUNCIL OF
THE CITY OF WEST CHICAGO,
DU PAGE COUNTY, ILLINOIS

THE UNDERSIGNED, ST. ANDREWS GOLF AND COUNTRY CLUB, INC., f/k/a DU PAGE GOLF PROPERTIES, INC. and JOE JEMSEK ("PETITIONERS"), RESPECTFULLY STATE THE FOLLOWING UNDER OATH:

A. PETITIONERS are the sole owner of record title to that certain territory which is legally described on Exhibit "A" attached hereto and made a part hereof (the "PROPERTY").

B. The PROPERTY is not situated within the corporate limits of any municipality, but is contiguous to the corporate limits of the City of West Chicago (the "CITY").

C. No electors reside upon the PROPERTY.

D. The PROPERTY is the subject matter of a proposed First Amendment to Annexation Agreement (the "FIRST AMENDMENT") between the PETITIONERS and the CITY. The FIRST AMENDMENT establishes the terms and conditions under which the PROPERTY is to be annexed and will be entered into pursuant to Section 11-15.1-1 et seq. of the Illinois Municipal Code, as amended.

THE PETITIONERS HEREBY RESPECTFULLY REQUEST THE FOLLOWING:

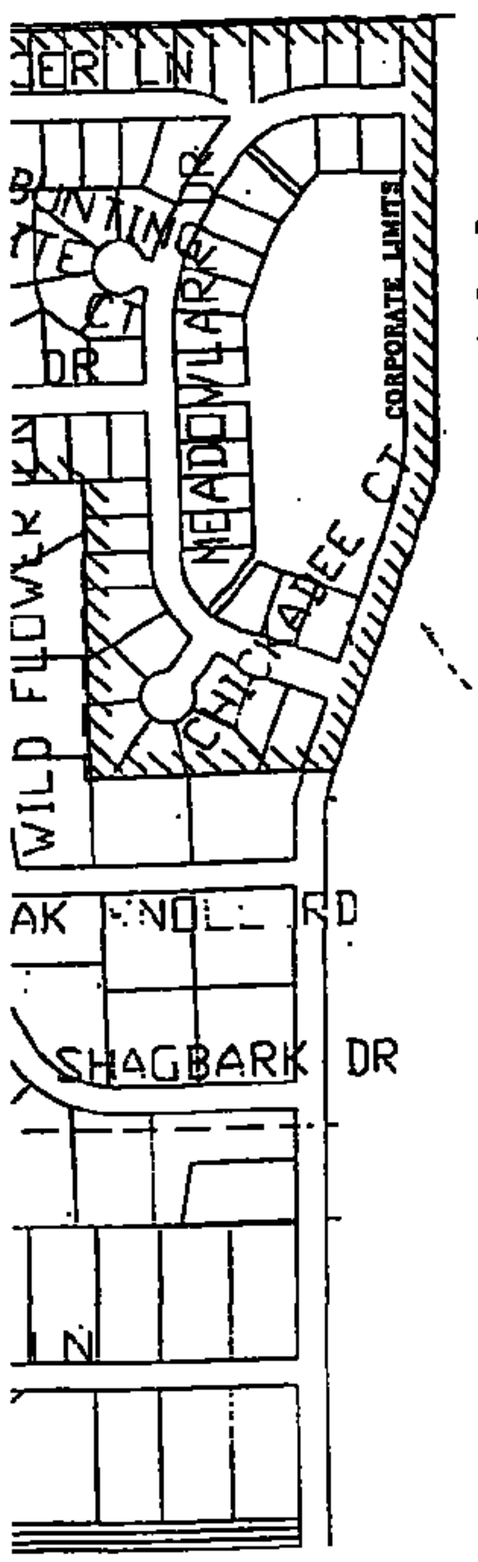
1. That, subject to the condition stated in the following paragraph, the PROPERTY be annexed to the CITY by an ordinance passed and approved by the Mayor and City Council of the CITY pursuant to Section 7-1-8 of the Illinois Municipal Code, as amended.

2. That, as a condition precedent to the annexation of the PROPERTY to the CITY, the FIRST AMENDMENT, as it may hereafter be modified to the mutual satisfaction of of the PETITIONERS and the CITY, be approved by a resolution passed and approved by the Mayor and City Council pursuant to Section 11-15.1-1 et seq. of the Illinois Municipal Code, as amended, and that said FIRST AMENDMENT be fully and properly executed by the CITY.

3. That such further action be taken by the CITY as may be necessary or appropriate to effect, in accordance with law, the annexation of the PROPERTY to the CITY and the execution of the FIRST AMENDMENT.

R95-108394

N NUMBERS
-28-207-002
-28-403-005
-022
-023
-27-100-001



SURVEYORS CERTIFICATE

STATE OF ILLINOIS }
SS
COUNTY OF DUPAGE }

This is to certify that I, Joseph F. Sislowski, an Illinois Professional Land Surveyor have plotted the above described property from recorded documents for the purpose of annexation to the City of West Chicago, Illinois and that the plat drawn hereon is a correct representation of said survey. All dimensions are shown in feet and decimals thereof.

West Chicago, Illinois this 7TH day of AUGUST, 1995

Joseph F. Sislowski
Illinois Professional Land Surveyor No. 3017

MAYOR AND CITY COUNCIL

STATE OF ILLINOIS }
SS
COUNTY OF DUPAGE }

The attached Plat of Annexation is described on that unincorporated site and made a part of the City of West Chicago by Ordinance No. 2931 adopted by the Mayor and City Council on the 24 day of July A.D. 19 95

CITY OF WEST CHICAGO

Steven F. Fabian
Mayor

ATTEST: Nancy M. Smith
City Clerk

COUNTY RECORDER

STATE OF ILLINOIS }
SS
COUNTY OF DUPAGE }

This instrument is hereby recorded as document number _____ in DuPage County, State of Illinois, on this _____ day of _____ 19____ at _____ O'clock _____ M.

County Recorder

ATTACHMENT
TO
ORDINANCE
NO. 2931

N

SUBMITTED BY:
CITY OF WEST CHICAGO

4. To the best of the undersigned's information and belief, the statements contained herein are true and correct.

DATED this 24th day of July, 1995.

ST. ANDREWS GOLF AND COUNTRY CLUB, INC., f/k/a DU PAGE GOLF PROPERTIES, INC.,

By: Joe Jemsek

Joe Jemsek
JOE JEMSEK

STATE OF ILLINOIS)
) SS.
COUNTY OF DU PAGE)

Subscribed and sworn to before me this 21 day of July, 1995, by Joe Jemsek.

Thomas Cascio
Notary Public

"OFFICIAL SEAL"
THOMAS CASCIO
Notary Public, State of Illinois
My Commission Expires 07/22/99

My Commission expires:
July 22 1999

FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER

Exhibit "A"

PARCEL 1: THE WEST 10.0 FEET OF THE EAST 310.0 FEET OF THE SOUTH 300.0 FEET AND THE NORTH 10.0 FEET OF THE SOUTH 310.0 FEET OF THE EAST 310.0 FEET OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO, THE NORTH 10.0 FEET OF THE SOUTH 310.0 FEET (EXCEPT THE EAST 300.0 FEET) OF THAT PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING WEST OF THE EAST 16 RODS THEREOF; ALSO, THE WEST 10.0 FEET OF THE EAST 310.0 FEET (EXCEPT THE SOUTH 310.0 FEET) OF THAT PART OF THE NORTHWEST QUARTER OF SECTION 27, AFORESAID, LYING WEST OF THE EAST 16 RODS THEREOF, AND EXCEPTING THE NORTH 725.0 FEET THEREOF; ALSO, THE SOUTH 10.0 FEET OF THE NORTH 725.0 FEET OF THE EAST 310.0 FEET OF THAT PART OF THE NORTHWEST QUARTER OF SECTION 27, AFORESAID, LYING WEST OF THE EAST 16 RODS THEREOF, IN DU PAGE COUNTY, ILLINOIS.

PARCEL 2: THE WEST 10 FEET OF THE EAST 310.0 FEET OF THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTHERLY OF THE NORTHERLY LINE OF "DUPAGE PARKWAY, COUNTY HIGHWAY 48, ILLINOIS PRAIRIE PATH" (EXCEPTING THEREFROM A TRACT CONVEYED TO WESTERN UNITED GAS AND ELECTRIC COMPANY BY WARRANTY DEED RECORDED AS DOCUMENT 202408), ALL IN DPCI.

PARCEL 3: THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM THE RIGHT OF WAY OF THE FORMER AURORA, ELGIN AND CHICAGO RAILROAD COMPANY, PRESENTLY "DUPAGE PARKWAY, COUNTY HIGHWAY 48, ILLINOIS PRAIRIE PATH") AND (ALSO EXCEPTING THEREFROM A TRACT CONVEYED TO WESTERN UNITED GAS AND ELECTRIC COMPANY BY WARRANTY DEED RECORDED AS DOCUMENT 202408) AND (ALSO EXCEPTING THEREFROM THE EAST 310 FEET THEREOF) AND (ALSO EXCEPTING THEREFROM THAT PORTION FALLING WITHIN ROUTE 59 AS DEPICTED ON PLAT OF HIGHWAYS RE: FAP 338; ILLINOIS ROUTE 59, RECORDED AS DOCUMENT R94-44792), ALL IN DPCI.

PARCEL 4: THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTHERLY OF THE NORTHERLY LINE OF THE RIGHT OF WAY OF THE FORMER AURORA, ELGIN AND CHICAGO RAILROAD COMPANY, PRESENTLY "DU PAGE PARKWAY, COUNTY HIGHWAY 48, ILLINOIS PRAIRIE PATH" (EXCEPTING THEREFROM A TRACT CONVEYED TO WESTERN UNITED GAS AND ELECTRIC COMPANY BY WARRANTY DEED RECORDED AS DOCUMENT 202408) AND (ALSO EXCEPTING THEREFROM THE EAST 310 FEET THEREOF) ALL IN DU PAGE COUNTY, ILLINOIS.

VACANT PROPERTY
RTE. 59 & DUPAGE PKWY
WEST CHICAGO, IL

PARCEL NO. 5
01-28-207-002
01-28-403-005
-022
-023
01-27-100-001

R95-108394

KRM:kz 6-28-95 west-golf

ORDINANCE NO._____

AN ORDINANCE ANNEXING PROPERTY TO THE CITY OF WEST CHICAGO
ST. ANDREWS GOLF AND COUNTRY CLUB, INC.AND JOE JEMSEK --
APPROXIMATELY 28 ACRES LOCATED IN
UNINCORPORATED DU PAGE COUNTY, ILLINOIS

WHEREAS, there has been filed with the City Clerk of the City of West Chicago, DuPage County, Illinois, a Petition under oath requesting that the property described on Exhibit "A" attached hereto and made a part hereof be annexed to the City; and,

WHEREAS, said Petition was presented to the City on or about _____, 1995, pursuant to the provisions of 65 ILCS 5/7-1-8, 1992, as amended; and,

WHEREAS, said Petition has been signed by all of the owners of record of the property heretofore legally described on Exhibit "A" and no electors reside upon the premises or, in the alternative, the Petition was signed by more than fifty-one percent (51%) of the electors residing on such property; and,

WHEREAS, such property is not within the corporate limits of any municipality, and portions thereof are contiguous to the corporate limits of the City of West Chicago; and,

WHEREAS, the statutes of the State of Illinois provide that upon the filing of such a Petition, the corporate authorities of the City of West Chicago may pass an ordinance annexing said territory to the City, if said ordinance is passed by a majority of the corporate authorities; and,

WHEREAS, all notices required by law have been given; and,

WHEREAS, the City of West Chicago and the owner of record of the subject property did, on or about July 24, 1995, enter into a certain First Amendment to Annexation Agreement, consisting of nine (9) pages, together with Exhibits "A" through "E" which were attached thereto (the "FIRST AMENDMENT"); and,

WHEREAS, said FIRST AMENDMENT requires the City to annex the property legally described therein and as legally described on Exhibit "A".

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of West Chicago, as follows:

Section 1. That subject to the terms of the FIRST AMENDMENT, the property legally described on Exhibit "A" be and the same is hereby annexed to the City of West Chicago, DuPage County, Illinois, together with all adjacent streets and highways contiguous to said property, so that the new boundaries of the

To First Amendment to

FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER

territory annexed shall extend to the far side of said adjacent streets and highways not within the corporate limits of any other municipality.

Section 2. That the City Clerk shall and she is hereby authorized to file with the County Clerk of DuPage County and the Recorder of Deeds of DuPage County, certified copies of this Ordinance together with an accurate map of the territory annexed appended thereto.

Section 3. That the City Clerk shall and she is hereby authorized to file with the Executive Director of the DuPage County Board of Election Commissioners a certified copy of this Ordinance together with an accurate map of the territory annexed appended thereto.

Section 4. That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

Section 5. That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED this _____ day of _____, 1995.

Alderman J. Wall	_____	Alderman J. Smith	_____
Alderman M. Fortner	_____	Alderman T. Merrion	_____
Alderman R. Berendson	_____	Alderman E. Wind	_____
Alderman D. Sabathne	_____	Alderman J. Handel	_____

APPROVED as to form: _____
City Attorney

APPROVED this _____ day of _____, 1995.

_____
Mayor

ATTEST:

_____
City Clerk

PUBLISHED:

KRM:kz 6-22-95 west-golf

ORDINANCE NO._____

AN ORDINANCE ZONING AND/OR REZONING CERTAIN TERRITORY AND GRANTING A SPECIAL USE PERMIT FOR A GOLF COURSE -- ST. ANDREWS GOLF AND COUNTRY CLUB

WHEREAS, the property legally described on Exhibit "A" attached hereto and incorporated herein (the "ORIGINAL PROPERTY") was heretofore annexed to the City of West Chicago and zoned pursuant to a certain Annexation Agreement; and,

WHEREAS, the property legally described on Exhibit "B" attached hereto and incorporated herein (the "ADDITIONAL PROPERTY"; the ORIGINAL PROPERTY and the ADDITIONAL PROPERTY are hereinafter collectively referred to as the "SUBJECT REALTY") is land newly annexed to the City; and,

WHEREAS, the SUBJECT REALTY is the subject of a certain First Amendment to Annexation Agreement which provides for the rezoning of the ORIGINAL PROPERTY, the zoning of the ADDITIONAL PROPERTY, and the grant of a special use permit for a golf course with respect to the SUBJECT REALTY; and,

WHEREAS, prior to the annexation of the ADDITIONAL PROPERTY and the entering into of the First Amendment to Annexation Agreement, all hearings required to be held before agencies of the City took place pursuant to proper notices as required by law; and,

WHEREAS, the corporate authorities of the City of West Chicago have received the recommendations of the Plan Commission which contains specific findings of fact, pursuant to Recommendation No. 651, a copy of which is attached hereto as Exhibit "C" which is, by this reference, made a part hereof.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of West Chicago, DuPage County, Illinois, in regular session assembled, as follows:

Section 1. That the ORIGINAL PROPERTY is hereby rezoned from the E-R Estate Residential District to the R-2 Single-Family District zoning classification.

Section 2. That the ADDITIONAL PROPERTY is hereby zoned to the R-2 Single-Family District zoning classification.

Section 3. That there is hereby granted a special use permit for a golf course with respect to the SUBJECT REALTY, subject to the following conditions:

A. That the hours of operation of the driving range accessory to the golf course shall be limited to the hours of 5:00 o'clock A.M. to 11:00 o'clock P.M. on

Sundays through Thursdays and 5:00 o'clock A.M. to 12:00 o'clock midnight on Fridays and Saturdays.

B. That the lights for the driving range accessory to the golf course shall be turned off one (1) hour after closing each day.

Section 4. That the recommendations and Findings of Fact of the Plan Commission previously incorporated herein as Exhibit "C", be and the same are hereby adopted as the Findings of Fact of the Mayor and City Council.

Section 5. That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

Section 6. That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED this _____ day of _____, 1995.

Alderman J. Wall	_____	Alderman J. Smith	_____
Alderman M. Fortner	_____	Alderman T. Merrion	_____
Alderman R. Berendson	_____	Alderman E. Wind	_____
Alderman D. Sabathne	_____	Alderman J. Handel	_____

APPROVED as to form: _____
City Attorney

APPROVED this _____ day of _____, 1995.

_____
Mayor

ATTEST:

_____
City Clerk

PUBLISHED:

R95 108394

STATE OF ILLINOIS)
COUNTY OF DUPAGE).

CERTIFICATE

I, Nancy Smith, Certify that I am the duly elected and acting City Clerk of the City of West Chicago, DuPage, County, Illinois.

I further certify that on July 24, 1995, the Corporate Authorities of such municipality passed and approved Resolution No. 1210, entitled

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK
TO ENTER INTO A CERTAIN FIRST AMENDMENT TO
ANNEXATION AGREEMENT --
ST. ANDREWS GOLF AND COUNTRY CLUB, INC. f/k/a
DU PAGE GOLF PROPERTIES, INC. AND JOE JEMSEK --
ST. ANDREWS GOLF AND COUNTRY CLUB

Which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Resolution No. 1210, including the Resolution and a cover sheet thereof was prepared, and a copy of such Resolution posted in the municipal building, commencing on July 25, 19 95, and continuing for at least ten days thereafter. Copies of such Resolution were also available for public inspection upon request in the Office of the City Clerk.

Dated at West Chicago, Illinois this 25th day of July, 1995.

SEAL

Nancy M. Smith
City Clerk

Published: July 25, 1995

Exhibit "A" R95 108394

THE EAST 300.0 FEET OF THAT PART OF THE EAST 1/2 OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTHERLY OF THE NORTHERLY LINE OF "DU PAGE PARKWAY" COUNTY HIGHWAY 48 "ILLINOIS PRAIRIE PATH", IN DU PAGE COUNTY, ILLINOIS.

THE EAST 300.0 FEET OF THE SOUTH 300.0 FEET OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN: ALSO THE SOUTH 300.0 FEET OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THE EAST 16 RODS THEREFROM: ALSO THE EAST 300.0 FEET OF THAT PART OF THE NORTHWEST QUARTER OF SECTION 27, AFORESAID, LYING WEST OF THE EAST 16 RODS OF SAID NORTHWEST QUARTER AND, EXCEPTING THE SOUTH 300.0 FEET AND EXCEPTING THE NORTH 725.0 FEET, ALL IN DU PAGE COUNTY, ILLINOIS.

PARCEL NO.S
01-28-403-005
01-28-207-002

VACANT PROPERTY
RTE. 59 & DUPAGE PKWY
WEST CHICAGO, IL

R95 108394

Exhibit "B"

ARCEL 1: THE WEST 10.0 FEET OF THE EAST 310.0 FEET OF THE SOUTH 300.0 FEET AND THE NORTH 10.0 FEET OF THE SOUTH 310.0 FEET OF THE EAST 310.0 FEET OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO, THE NORTH 10.0 FEET OF THE SOUTH 310.0 FEET (EXCEPT THE EAST 300.0 FEET) OF THAT PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING WEST OF THE EAST 16 RODS THEREOF; ALSO, THE WEST 10.0 FEET OF THE EAST 310.0 FEET (EXCEPT THE SOUTH 310.0 FEET) OF THAT PART OF THE NORTHWEST QUARTER OF SECTION 27, AFORESAID, LYING WEST OF THE EAST 16 RODS THEREOF, AND EXCEPTING THE NORTH 725.0 FEET THEREOF; ALSO, THE SOUTH 10.0 FEET OF THE NORTH 725.0 FEET OF THE EAST 310.0 FEET OF THAT PART OF THE NORTHWEST QUARTER OF SECTION 27, AFORESAID, LYING WEST OF THE EAST 16 RODS THEREOF, IN DU PAGE COUNTY, ILLINOIS.

PARCEL 2: THE WEST 10 FEET OF THE EAST 310.0 FEET OF THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIA LYING NORTHERLY OF THE NORTHERLY LINE OF "DUPAGE PARKWAY, COUNTY HIGHWAY 48, ILLINOIS PRAIRIE PATH" (EXCEPTING THEREFROM A TRACT CONVEYED TO WESTERN UNITED GAS AND ELECTRIC COMPANY BY WARRANTY DEED RECORDED AS DOCUMENT 202408), ALL IN DPCI.

PARCEL 3: THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM THE RIGHT OF WAY OF THE FORMER AURORA, ELGIN AND CHICAGO RAILROAD COMPANY, PRESENTLY "DUPAGE PARKWAY, COUNTY HIGHWAY 48, ILLINOIS PRAIRIE PATH") AND (ALSO EXCEPTING THEREFROM A TRACT CONVEYED TO WESTERN UNITED GAS AND ELECTRIC COMPANY BY WARRANTY DEED RECORDED AS DOCUMENT 202408) AND (ALSO EXCEPTING THEREFROM THE EAST 310 FEET THEREOF) AND (ALSO EXCEPTING THEREFROM THAT PORTION FALLING WITHIN ROUTE 59 AS DEPICTED ON PLAT OF HIGHWAYS RE: FAP 338; ILLINOIS ROUTE 59, RECORDED AS DOCUMENT R94-44792), ALL IN DPCI.

PARCEL 4: THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTHERLY OF THE NORTHERLY LINE OF THE RIGHT OF WAY OF THE FORMER AURORA, ELGIN AND CHICAGO RAILROAD COMPANY, PRESENTLY "DU PAGE PARKWAY, COUNTY HIGHWAY 48, ILLINOIS PRAIRIE PATH" (EXCEPTING THEREFROM A TRACT CONVEYED TO WESTERN UNITED GAS AND ELECTRIC COMPANY BY WARRANTY DEED RECORDED AS DOCUMENT 202408) AND (ALSO EXCEPTING THEREFROM THE EAST 310 FEET THEREOF) ALL IN DU PAGE COUNTY, ILLINOIS.

VACANT PROPERTY
RTE. 59 & DUPAGE PKWY
WEST CHICAGO, IL

PARCEL No. 5
01-28-207-002
01-28-403-005
-022
-023
01-27-100-001

R95 108394

Exhibit C
Ordinance 2932

RECOMMENDATION #651

TO: The Honorable Mayor and City Council

SUBJECT: St. Andrews Golf Course
Zoning and Special Use Permit

On July 24, 1995, the Plan Commission conducted a public hearing on a request to zone property R-2 Single Family Residence and to issue a Special Use Permit for a Golf Course upon annexation to the City of West Chicago. The applicant is St. Andrews Golf and Country Club.

A notice was published in the Daily Herald on July 8, 1995, announcing the time and date of the public hearing and all other notices required by Statute and/or ordinance were duly given. The petition is to annex additional property and to zone the additional annexed property and the presently annexed property to R-2 Single Family. The petition also requests a Special Use Permit for a golf course which includes accessory uses such as driving ranges.

The applicant presented evidence in support of its petition. The Plan Commission recommends approval with the following conditions:

A. The hours of operation of the driving range accessory to the golf course shall be limited to the hours of 5:00 a.m. to 11:00 p.m. on Sunday's through Thursday's and 5:00 a.m. to 12:00 p.m. on Fridays and Saturdays.

B. The lights for the driving range accessory to the golf course shall be turned off one (1) hour after closing each day.

In support of this recommendation, the Plan Commission makes the following findings of fact:

1. This is an existing golf course and golf driving range. The granting of the zoning and special use will not alter current conditions nor will it be detrimental to the general welfare, public health or public safety.

2. The petition will enable the use of the property to be in conformity with the Comprehensive Plan.

3. The golf course has been in operation for a number of years and it appears to have a positive effect on the surrounding property.

FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER

Exhibit C
Ordinance 2932

R95 108394

108394

RECOMMENDATION #651
ST. ANDREWS GOLF COURSE
ZONING AND SPECIAL USE PERMIT
PAGE 2

Accordingly by a vote of _____, the Plan Commission recommends approval of the Zoning and Special Use Permit.

Respectfully,

Tom Janaes,
Chairman

VOTE	FOR	AGAINST	ABSTAIN
	Joe Zipprich	0	0
	Michale Kwasman		Susan Stibal
	Bob Lemon		Kay Hubert
	Walt Lies		Paul Bauer
	Tom Janaes, Chairman		Robt. Winkler

Recommendation 651

PC # _____ PASSED/DENIED

THIS 24 DAY OF July 1995

TYPE OF ACTION: St. Andrews Golf Course

MOTION TO APPROVE/DENY BY: Kwasman

2ND BY: Zipprich

MEMBER	VOTE
Joe Zipprich	Y
Susan Stibal	
Kay Hubert	
Michale Kwasman	Y
Bob Lemon	Y
Walt Lies	Y
Paul Bauer	
Robert L. Winkler	
Tom Janaes, Chairman	Y

5 Ayes

0 Nays

_____ Abstention

Bob Lemon
Secretary, Plan Commission

Type Name on Back of Resolution.

R95 108394

R95 108394

STATE OF ILLINOIS)
COUNTY OF DUPAGE)

CERTIFICATE

I, Nancy Smith, Certify that I am the duly elected and acting City Clerk of the City of West Chicago, DuPage, County, Illinois.

I further certify that on July 24, 1995, the Corporate Authorities of such municipality passed and approved Ordinance No. 2932, entitled

AN ORDINANCE ZONING AND/OR REZONING CERTAIN TERRITORY AND GRANTING A SPECIAL USE PERMIT FOR A GOLF COURSE -- ST. ANDREWS GOLF AND COUNTRY CLUB

Which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 2932, including the Ordinance and a cover sheet thereof was prepared, and a copy of such Ordinance posted in the municipal building, commencing on July 25, 1995, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the Office of the City Clerk.

Dated at West Chicago, Illinois this 25th day of July, 1995.

SEAL

Nancy M. Smith
City Clerk

Published:

KRM:kz 6-2-95-west-golf

INDEX OF
FIRST AMENDMENT TO ANNEXATION AGREEMENT

Between the CITY OF WEST CHICAGO, DuPage County, Illinois, and ST. ANDREWS GOLF AND COUNTRY CLUB, INC., f/k/a DU PAGE GOLF PROPERTIES, INC. and JOE JEMSEK

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LIST OF EXHIBITS TO FIRST AMENDMENT TO ANNEXATION AGREEMENT

Between the CITY OF WEST CHICAGO, DuPage County, Illinois, and ST. ANDREWS GOLF AND COUNTRY CLUB, INC., f/k/a DU PAGE GOLF PROPERTIES, INC. and JOE JEMSEK

EXHIBIT "A"	Legal description of ORIGINAL PROPERTY
EXHIBIT "B"	Legal description of ADDTIIONAL PROPERTY
EXHIBIT "C"	Petition for Annexation
EXHIBIT "D"	Ordinance providing for annexation of ADDITIONAL PROPERTY
EXHIBIT "E"	Ordinance zoning SUBJECT REALTY

EXHIBIT C

ORDINANCE NO. 08-O-0073

LEGAL DESCRIPTION

PARCEL 1:
A PART OF THE SOUTHEAST QUARTER OF SECTION OF 21, PART OF THE SOUTHWEST QUARTER OF SECTION 22, PART OF THE NORTHWEST QUARTER OF SECTION 27 AND PART OF THE NORTHEAST QUARTER OF SECTION 28, ALL IN TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS, MORE PARTICULLARLY DESCRIBED AS FOLLOWS:

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28, EXCEPT THAT PART OF ILLINOIS STATE ROUTE 59 RIGHT OF WAY, AS MONUMENTED AND OCCUPIED, PER DOCUMENT R94-044792.

ALSO, THE SOUTH 10.17 CHAINS OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 21, EXCEPT THAT PART OF ILLINOIS STATE ROUTE 59 RIGHT OF WAY, AS MONUMENT AND OCCUPIED, PER DOCUMENT R94-044792.

ALSO, PARCELS ONE AND TWO OF ST. ANDREWS ASSESEMENT PLAT, OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 22, PER DOCUMENT R92-011782.

ALSO, THE NORTHWEST QUARTER OF SAID SECTION 27, EXCEPT THE EAST 16 RODS FEET THEREOF, ALSO EXCEPTING THE SOUTH 310 FEET OF SAID NORTHWEST QUARTER (EXCEPT THE EAST 16 RODS THEREFROM), AND ALSO EXCEPTING THE WEST 310 FEET OF THE EAST 574 FEET, (EXCEPT THE NORTH 715 FEET AND THE SOUTH 310 THEREFROM).

PARCEL 2:
THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF ILLINOIS STATE ROUTE 59 RIGHT OF WAY, AS MONUMENT AND OCCUPIED, PER DOCUMENT R94-044792, AND EXCEPT THE EAST 310 OF THE SOUTH 310 FEET OF SAID SOUTHEAST QUARTER QUARTER), IN DUPAGE COUNTY, ILLINOIS.

P.I.N.'s: 01-21-406-005, 01-22-301-026, 01-22-306-027, 01-27-100-001 and 01-28-207-002

FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER

EXHIBIT D

PETITION FOR ANNEXATION AND TO

AMEND FIRST AMENDMENT TO ANNEXATION AGREEMENT

DATED JULY 24, 1995

TO THE MAYOR AND CITY COUNCIL
OF THE CITY OF WEST CHICAGO
DU PAGE COUNTY, ILLINOIS

RECEIVED
MAR 13 2008

This Petition is made by St. Andrews Golf and Country Club, Inc., Hinckley Fore, LLC, Gerard S. Hinckley and Marianne Hinckley Trust, dated October 17, 2005 (hereinafter referred to as the "PETITIONER(S)"). The PETITIONER(S) state the following under oath:

1. The subject of this Petition is a tract of vacant real estate in unincorporated DuPage County, containing 224 acres, located on the east side of Rt. 59 and approximately 950 feet north of North Avenue on its Southern Boundary, and is legally described on Exhibit "A" attached hereto and incorporated herein (the "SUBJECT REALTY").

2. The PETITIONER(S) are the sole owner(s) of record of the SUBJECT REALTY.

3. No part of the SUBJECT REALTY is within the corporate limits of any municipality.

4. The SUBJECT REALTY is contiguous to the City of West Chicago.

5. No electors reside on the SUBJECT REALTY or, in the alternative, at least fifty-one percent (51%) of the electors residing on the SUBJECT REALTY have executed this Petition.

6. The property legally described in Exhibit B has already been annexed into the City by Annexation Agreements dated October 21, 1991 and First Amendment to Annexation Agreement dated July 24, 1995 ("**ANNEXED REALTY**") and Petitioners desire to enact a second amendment to the annexation agreement to incorporate the SUBJECT REALTY into the existing Annexation Agreements.

7. This Petition is made subject to the conditions hereinafter stated.

THE PETITIONER(S) HEREBY STATE AND REQUEST:

A. That the SUBJECT REALTY be annexed to the City of West Chicago by Ordinance passed and approved by the Mayor and City Council of the City pursuant to Section 7-1-8 of the Illinois Municipal Code.

B. That the annexation requested herein is contingent upon the City of West Chicago and PETITIONER(S) entering into a mutually agreeable second amended Annexation Agreement concerning the SUBJECT REALTY and ANNEXED REALTY to govern the annexation and development of the SUBJECT REALTY and ANNEXED REALTY in a manner satisfactory to PETITIONER(S) (and subject to the terms and

conditions stated therein), all in accordance with Section 11-151-1 et seq. of the Illinois Municipal Code.

C. That such other action be taken by the City as may be necessary or appropriate to give effect to this Petition.

To the best of the undersigned's information and belief, the statements contained herein are true and correct.

DATED this 15th day of February, 2008.

I understand that I am responsible for actual costs of professional fees incurred by the City.

PETITIONER
ST. ANDREWS GOLF
AND COUNTRY CLUB

SUBSCRIBED AND SWORN to
before me this 15 day of
February, 2008.

"OFFICIAL SEAL"
R. TERENCE RALINA
Notary Public, State of Illinois
My Commission Expires 04/16/2011

Notary Public

By: _____
Gerard J. Hinckley
Its: President

HINCKLEY FORE, LLC

SUBSCRIBED AND SWORN to
before me this ____ day of
_____, 2008.

_____
Notary Public

By: _____
Gerard Joseph Hinckley, member

SUBSCRIBED AND SWORN to
before me this ____ day of
_____, 2008.

_____
Notary Public

By: _____
Michael Hinckley, member

SUBSCRIBED AND SWORN to
before me this ____ day of
_____, 2008.

_____
Notary Public

By: _____
Robert Hinckley, member

-2-

To the best of the undersigned's information and belief, the statements contained herein are true and correct.

DATED this day of_____, 2008.

I understand that I am responsible for actual costs of professional fees incurred by the City.

PETITIONER
ST. ANDREWS GOLF
AND COUNTRY CLUB

SUBSCRIBED AND SWORN to
before me this ____ day of
_____, 2008.

_____
Notary Public

By: _____
Gerard J. Hinkley
Its: President

DONNA SANDERS GREEN
MY COMMISSION EXPIRES
FEB 20 2009
GWINNETT COUNTY, GA.
NOTARY PUBLIC

SUBSCRIBED AND SWORN to
before me this 21st day of
January, 2008.

Donna S. Green
Notary Public

HINCKLEY FORE, LLC

By: _____
Gerard Joseph Hinckley, member

SUBSCRIBED AND SWORN to
before me this ____ day of
_____, 2008.

_____
Notary Public

By: _____
Michael Hinckley, member

SUBSCRIBED AND SWORN to
before me this ____ day of
_____, 2008.

_____
Notary Public

By: _____
Robert Hinckley, member

To the best of the undersigned's information and belief, the statements contained herein are true and correct.

DATED this day of_____, 2008.

I understand that I am responsible for actual costs of professional fees incurred by the City.

PETITIONER
ST. ANDREWS GOLF
AND COUNTRY CLUB

SUBSCRIBED AND SWORN to
before me this ____ day of
_____, 2008.

_____
Notary Public

By: _____
Gerard J. Hinkley
Its: President

HINCKLEY FORE, LLC

SUBSCRIBED AND SWORN to
before me this ____ day of
_____, 2008.

_____
Notary Public

By: _____
Gerard Joseph Hinckley, member

SUBSCRIBED AND SWORN to
before me this ____ day of
_____, 2008.

_____
Notary Public

By: _____
Michael Hinckley, member

SUBSCRIBED AND SWORN to
before me this ____ day of
_____, 2008.

_____
Notary Public

By: _____
Robert Hinckley, member

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of SAN FRANCISCO

On 1-29-08 (Date) before me, JAMES De Soto (Here Insert Name and Title of the Officer)

personally appeared Michael Hinckley (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

JAMES DE SOTO
Commission # 1709263
Notary Public - California
San Francisco County
My Comm. Expires Jan 2, 2011

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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To the best of the undersigned's information and belief, the statements contained herein are true and correct.

DATED this day of_____, 2008.

I understand that I am responsible for actual costs of professional fees incurred by the City.

PETITIONER
ST. ANDREWS GOLF
AND COUNTRY CLUB

SUBSCRIBED AND SWORN to
before me this ____ day of
_____, 2008.

_____
Notary Public

By: _____
Gerard J. Hinkley
Its: President

HINCKLEY FORE, LLC

SUBSCRIBED AND SWORN to
before me this ____ day of
_____, 2008.

_____
Notary Public

By: _____
Gerard Joseph Hinckley, member

SUBSCRIBED AND SWORN to
before me this ____ day of
_____, 2008.

_____
Notary Public

By: _____
Michael Hinckley, member

SUBSCRIBED AND SWORN to
before me this 24th day of
January, 2008.

Susan J. Johnson
Notary Public

SEAL
SUSAN J. JOHNSON
Notary Public
State of Oklahoma
Commission # 01004531 Expires 4/17/09

By: _____
Robert Hinckley, member

SUBSCRIBED AND SWORN to
before me this ____ day of
_____, 2008.

_____
Notary Public

By: _____
James J. Hinckley, member

Gerard J. Hinckley and Marianne Hinckley
Trust Dated October 17, 2005

SUBSCRIBED AND SWORN to
before me this ____ day of
_____, 2008.

_____
Notary Public

By: _____
Gerard J. Hinckley, Trustee

SUBSCRIBED AND SWORN to
before me this 25th day of
January, 2008. by Marianne Hinckley

_____
Notary Public

By: _____
Marianne Hinckley, Trustee

LIZA S. QUESADA
Commission # 1680127
Notary Public - California
Contra Costa County
My Comm. Expires Aug 6, 2010

Electors

SUBSCRIBED AND SWORN to
before me this day of
_____, 2008.

_____
Notary Public

By: _____
Ronald J. Skubisz

SUBSCRIBED AND SWORN to
before me this day of
_____, 2008.

_____
Notary Public

By: _____
Brenda M. Willott

SUBSCRIBED AND SWORN to
before me this 27th day of
January, 2008.

Notary Public

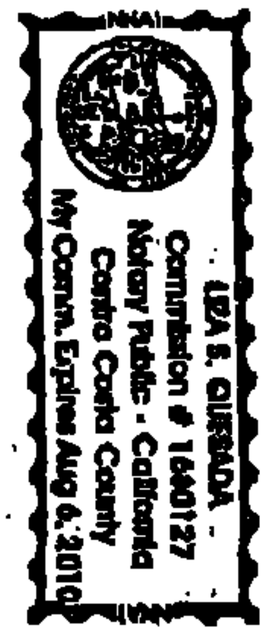
By: _____
James J. Hinckley, member

Gerard J. Hinckley and Marianne Hinckley
Trust Dated October 17, 2005

SUBSCRIBED AND SWORN to
before me this ____ day of
_____, 2008.

_____
Notary Public

By: _____
Gerard J. Hinckley, Trustee



SUBSCRIBED AND SWORN to
before me this 25th day of
January, 2008. by Marianne Hinckley

Notary Public

By: _____
Marianne Hinckley, Trustee

Electors

SUBSCRIBED AND SWORN to
before me this ____ day of
_____, 2008.

_____
Notary Public

By: _____
Ronald J. Skubisz

SUBSCRIBED AND SWORN to
before me this ____ day of
_____, 2008.

_____
Notary Public

By: _____
Brenda M. Willott

SUBSCRIBED AND SWORN to
before me this ____ day of
_____, 2008.

_____
Notary Public

By: _____
James J. Hinckley, member

Gerard J. Hinckley and Marianne Hinckley
Trust Dated October 17, 2005

SUBSCRIBED AND SWORN to
before me this ____ day of
_____, 2008.

_____
Notary Public

By: _____
Gerard J. Hinckley, Trustee

LIZA S. QUESADA
Commission # 1680127
Notary Public - California
Contra Costa County
My Comm. Expires Aug 6, 2010

SUBSCRIBED AND SWORN to
before me this 25th day of
January, 2008. by Marianne Hinckley

Notary Public

By: Marianne Hinckley
Marianne Hinckley, Trustee

Electors

SUBSCRIBED AND SWORN to
before me this 15th day of
January, 2008.

"OFFICIAL SEAL"
R. TERENCE KALINA
Notary Public, State of Illinois
My Commission Expires 04/16/2011

Notary Public

By: Ronald J. Skubisz
Ronald J. Skubisz

SUBSCRIBED AND SWORN to
before me this 1st day of
February, 2008.

"OFFICIAL SEAL"
SALLY L. LEE
Notary Public, State of Illinois
My Commission Expires 04/17/11

Notary Public

By: _____
Brenda M. Willett

EXHIBIT "A"

**LEGAL DESCRIPTIONS OF PARCEL 1
AND PARCEL 2**

PARCEL 1:

A PART OF THE SOUTHEAST QUARTER OF SECTION OF 21, PART OF THE SOUTHWEST QUARTER OF SECTION 22, PART OF THE NORTHWEST QUARTER OF SECTION 27 AND PART OF THE NORTHEAST QUARTER OF SECTION 28, ALL IN TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS, MORE PARTICULLARLY DESCRIBED AS FOLLOWS:

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28, EXCEPT THAT PART OF ILLINOIS STATE ROUTE 59 RIGHT OF WAY, AS MONUMENTED AND OCCUPIED, PER DOCUMENT R94-044792.

ALSO, THE SOUTH 10.17 CHAINS OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 21, EXCEPT THAT PART OF ILLINOIS STATE ROUTE 59 RIGHT OF WAY, AS MONUMENT AND OCCUPIED, PER DOCUMENT R94-044792.

ALSO, PARCELS ONE AND TWO OF ST. ANDREWS ASSESEMENT PLAT, OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 22, PER DOCUMENT R92-011782.

ALSO, THE NORTHWEST QUARTER OF SAID SECTION 27, EXCEPT THE EAST 16 RODS FEET THEREOF, ALSO EXCEPTING THE SOUTH 310 FEET OF SAID NORTHWEST QUARTER (EXCEPT THE EAST 16 RODS THEREFROM), AND ALSO EXCEPTING THE WEST 310 FEET OF THE EAST 574 FEET, (EXCEPT THE NORTH 715 FEET AND THE SOUTH 310 THEREFROM).

Owner: St. Andrews Golf & Country Club, Inc.

PARCEL 2:

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF ILLINOIS STATE ROUTE 59 RIGHT OF WAY, AS MONUMENT AND OCCUPIED, PER DOCUMENT R94-044792, AND EXCEPT THE EAST 310 OF THE SOUTH 310 FEET OF SAID SOUTHEAST QUARTER QUARTER), IN DUPAGE COUNTY, ILLINOIS.

Owner: St. Andrews Golf & Country Club, Inc.

EXHIBIT "B"

**LEGAL DESCRIPTIONS OF PARCEL 3
AND PARCEL 4**

PARCEL 3:

THE EAST 310 FEET OF THE SOUTH 310 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY ILLINOIS.

Owner: St. Andrews Golf & Country Club, Inc.

ALSO, THAT PART OF THE NORTHEAST QUARTER QUARTER AND SOUTHEAST QUARTER QUARTER, BOTH OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE A TRACT OF LAND CONVEYED TO WESTERN UNITED GAS AND ELECTRIC COMPANY, PER DOCUMENT 202408, EXCEPTING THEREFROM THAT PART OF ILLINOIS STATE ROUTE 59 RIGHT OF WAY, AS MONUMENT AND OCCUPIED, PER DOCUMENT R94-044792, IN DUPAGE COUNTY, ILLINOIS.

Owner: Gerard J. Hinckley & Marianne Hinckley Trust

ALSO, THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE TRACT OF LAND CONVEYED TO AURORA, ELGIN AND CHICAGO RAILROAD COMPANY, PER DOCUMENT 75033, EXCEPTING THEREFROM THAT PART OF ILLINOIS STATE ROUTE 59 RIGHT OF WAY, AS MONUMENT AND OCCUPIED, PER DOCUMENT R94-044792, IN DUPAGE COUNTY ILLINOIS.

Owner: Hinckley Fore LLC

PARCEL 4:

THE SOUTH 310 FEET OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE EAST 16 RODS THEREFROM, AND THE WEST 310 FEET OF THE EAST 574 FEET RODS (EXCEPT THE NORTH 715 FEET AND THE SOUTH 310 FEET THEREFROM), IN DUPAGE COUNTY ILLINOIS.

Owner: St. Andrews Golf & Country Club, Inc.

EXHIBIT E

EXHIBIT - PROPOSED ZONING

PART OF THE SOUTHEAST QUARTER OF SECTION OF 21, PART OF THE SOUTHWEST QUARTER OF SECTION 22, PART OF THE NORTHWEST QUARTER OF SECTION 27 AND PART OF THE NORTHEAST QUARTER AND SOUTHEAST QUARTER OF SECTION 28, ALL IN TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS.

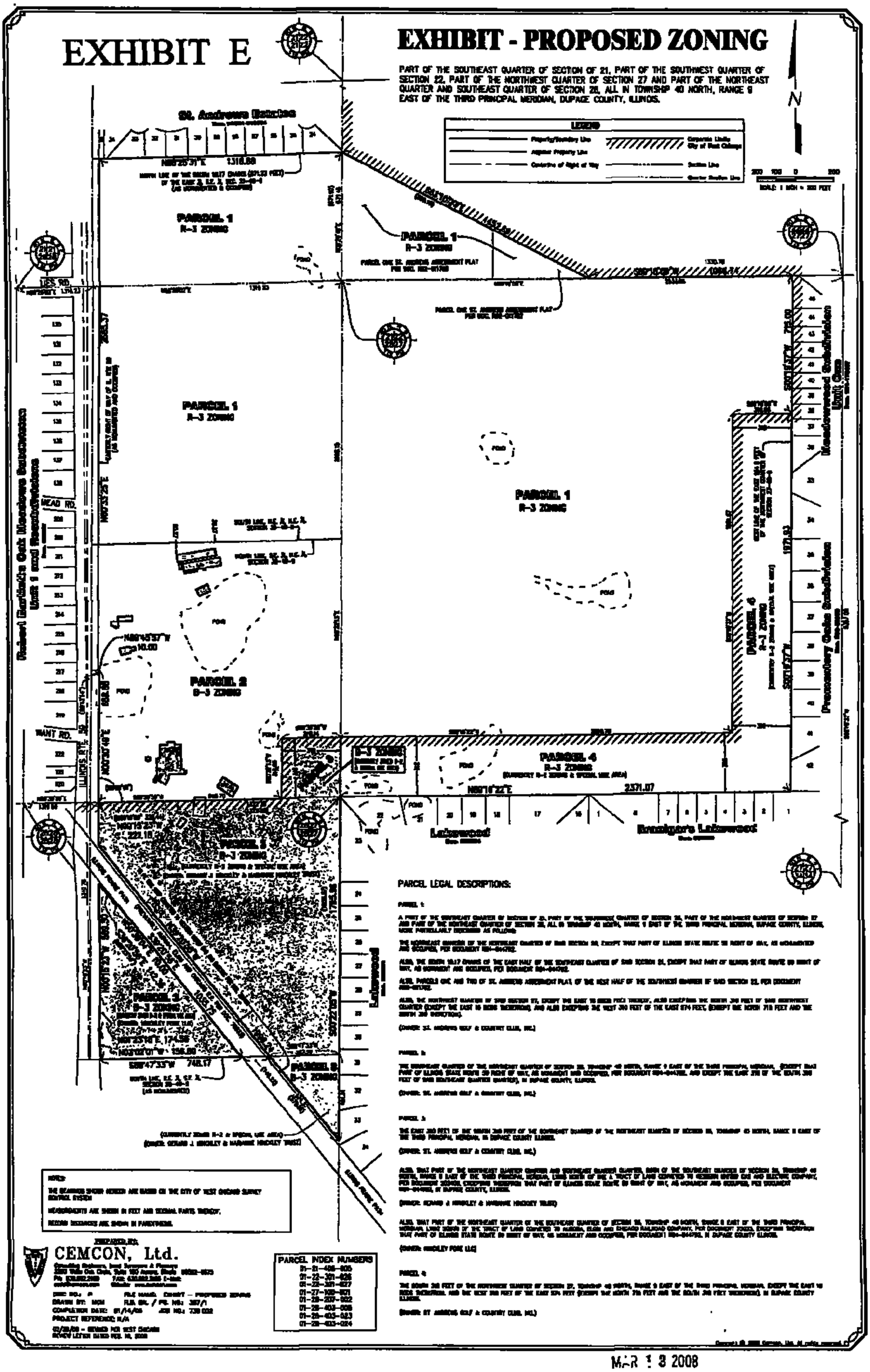


EXHIBIT F

ORDINANCE NO. 08-O-0073

AN ORDINANCE ANNEXING PROPERTY TO THE CITY OF WEST CHICAGO – ST. ANDREWS GOLF AND COUNTRY CLUB

WHEREAS, there has been filed with the City Clerk of the City of West Chicago, DuPage County, Illinois, a Petition under oath requesting that the property described on Exhibit "A" attached hereto and made a part hereof be annexed to the City; and,

WHEREAS, said Petition was presented to the City on or about March 13, 2008, pursuant to the provisions of 65 ILCS 5/7-1-89, as amended; and,

WHEREAS, said petition has been signed by all of the owners of record and electors of the property heretofore legally described on Exhibit "A"; and,

WHEREAS, said property is not within the corporate limits of any municipality and portions thereof are contiguous to the corporate limits of the City of West Chicago; and,

WHEREAS, the statutes of the State of Illinois provide that upon the filing of such a Petition, the corporate authorities of the City of West Chicago may pass an ordinance annexing said territory to the city, if said ordinance is passed by a majority of the corporate authorities; and,

WHEREAS, all notices required by law have been given; and

WHEREAS, the City of West Chicago and the owners of record of the subject property did, on or about the 20th day of October 2008, enter into a certain second amendment to the Annexation Agreement, attached hereto as Exhibit "B" (the "SECOND AMENDMENT ANNEXATION AGREEMENT"); and,

WHEREAS, said SECOND AMENDMENT ANNEXATION AGREEMENT required the City to annex the property legally described therein and as legally described on Exhibit "A".

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of West Chicago, DuPage County, Illinois, in regular session assembled, as follows:

Section 1. That subject to the terms of the SECOND AMENDMENT ANNEXATION AGREEMENT, the property legally described on Exhibit "A" be and the same is hereby annexed to the City of West Chicago, DuPage County, Illinois, together with all adjacent streets and highways contiguous to said property, so that the new boundaries of the territory annexed shall extend to the far side of said adjacent streets and highways not within the corporate limits of any other municipality.

Section 2. That the City Clerk shall and is hereby authorized to file with the County Clerk of DuPage County and the Recorder of Deeds of DuPage County, certified copies of this Ordinance together with an accurate map of the territory annexed appended thereto.

FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER

Section 3. That the City Clerk shall and is hereby authorized to file with the Executive Director of the DuPage County Board of Election Commissioners a certified copy of this Ordinance together with an accurate map of the territory annexed appended thereto.

Section 4. That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

Section 5. That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED this _____ day of _____ 2008.

Alderman L. Chassee	_____	Alderman J. Beifuss	_____
Alderman H.R. Monroe	_____	Alderman J. Smith	_____
Alderman R. Radkiewicz	_____	Alderman R. Pineda	_____
Alderman S. Dimas	_____	Alderman A. Murphy	_____
Alderman G. Bunch	_____	Alderman J. Gianforte	_____
Alderman N. Connelly	_____	Alderman R. Stout	_____
Alderman N. Dzierzanowski	_____	Alderman M. Fuesting	_____
Mayor Kwasman	_____		

APPROVED as to form: _____

City Attorney

APPROVED this ____ day of _____ 2008.

_____

Mayor Michael B. Kwasman

ATTEST:

_____

Nancy M. Smith, City Clerk

PUBLISHED: _____

FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER

EXHIBIT "A"

ORDINANCE NO. 08-O-0073

LEGAL DESCRIPTION

PARCEL 1:
A PART OF THE SOUTHEAST QUARTER OF SECTION OF 21, PART OF THE SOUTHWEST QUARTER OF SECTION 22, PART OF THE NORTHWEST QUARTER OF SECTION 27 AND PART OF THE NORTHEAST QUARTER OF SECTION 28, ALL IN TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS, MORE PARTICULLARLY DESCRIBED AS FOLLOWS:

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28, EXCEPT THAT PART OF ILLINOIS STATE ROUTE 59 RIGHT OF WAY, AS MONUMENTED AND OCCUPIED, PER DOCUMENT R94-044792.

ALSO, THE SOUTH 10.17 CHAINS OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 21, EXCEPT THAT PART OF ILLINOIS STATE ROUTE 59 RIGHT OF WAY, AS MONUMENT AND OCCUPIED, PER DOCUMENT R94-044792.

ALSO, PARCELS ONE AND TWO OF ST. ANDREWS ASSESEMENT PLAT, OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 22, PER DOCUMENT R92-011782.

ALSO, THE NORTHWEST QUARTER OF SAID SECTION 27, EXCEPT THE EAST 16 RODS FEET THEREOF, ALSO EXCEPTING THE SOUTH 310 FEET OF SAID NORTHWEST QUARTER (EXCEPT THE EAST 16 RODS THEREFROM), AND ALSO EXCEPTING THE WEST 310 FEET OF THE EAST 574 FEET, (EXCEPT THE NORTH 715 FEET AND THE SOUTH 310 THEREFROM).

PARCEL 2:
THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF ILLINOIS STATE ROUTE 59 RIGHT OF WAY, AS MONUMENT AND OCCUPIED, PER DOCUMENT R94-044792, AND EXCEPT THE EAST 310 OF THE SOUTH 310 FEET OF SAID SOUTHEAST QUARTER QUARTER), IN DUPAGE COUNTY, ILLINOIS.

P.I.N.'s: 01-21-406-005, 01-22-301-026, 01-22-306-027, 01-27-100-001 and 01-28-207-002

FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER

EXHIBIT "B"

ORDINANCE NO. 08-O-0073

(attach Annexation Agreement here)

FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER

EXHIBIT G

SUBJECT REALTY LEGAL DESCRIPTION FROM ER-1 TO R-3

A PART OF THE SOUTHEAST QUARTER OF SECTION OF 21, PART OF THE SOUTHWEST QUARTER OF SECTION 22, PART OF THE NORTHWEST QUARTER OF SECTION 27 AND PART OF THE NORTHEAST QUARTER OF SECTION 28, ALL IN TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS, MORE PARTICULLARLY DESCRIBED AS FOLLOWS:

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28, EXCEPT THAT PART OF ILLINOIS STATE ROUTE 59 RIGHT OF WAY, AS MONUMENTED AND OCCUPIED, PER DOCUMENT R94-044792.

ALSO, THE SOUTH 10.17 CHAINS OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 21, EXCEPT THAT PART OF ILLINOIS STATE ROUTE 59 RIGHT OF WAY, AS MONUMENT AND OCCUPIED, PER DOCUMENT R94-044792.

ALSO, PARCELS ONE AND TWO OF ST. ANDREWS ASSESEMENT PLAT, OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 22, PER DOCUMENT R92-011782.

ALSO, THE NORTHWEST QUARTER OF SAID SECTION 27, EXCEPT THE EAST 16 RODS FEET THEREOF, ALSO EXCEPTING THE SOUTH 310 FEET OF SAID NORTHWEST QUARTER (EXCEPT THE EAST 16 RODS THEREFROM), AND ALSO EXCEPTING THE WEST 310 FEET OF THE EAST 574 FEET, (EXCEPT THE NORTH 715 FEET AND THE SOUTH 310 THEREFROM).

P.I.N.'s: 01-21-406-005, 01-22-301-026, 01-22-301-027, 01-27-100-001, and 01-28-207-002

SUBJECT REALTY LEGAL DESCRIPTION FROM ER-1 TO B-3

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF ILLINOIS STATE ROUTE 59 RIGHT OF WAY, AS MONUMENT AND OCCUPIED, PER DOCUMENT R94-044792, AND EXCEPT THE EAST 310 OF THE SOUTH 310 FEET OF SAID SOUTHEAST QUARTER QUARTER), IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 01-28-207-002

SUBJECT REALTY LEGAL DESCRIPTION FROM R-2 TO B-3

THE EAST 310 FEET OF THE SOUTH 310 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY ILLINOIS.

ALSO, THAT PART OF THE NORTHEAST QUARTER QUARTER AND SOUTHEAST QUARTER QUARTER, BOTH OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE A TRACT OF LAND CONVEYED TO WESTERN UNITED GAS AND ELECTRIC COMPANY, PER DOCUMENT 202408, EXCEPTING THEREFROM THAT PART OF ILLINOIS STATE ROUTE 59 RIGHT OF WAY, AS MONUMENT AND OCCUPIED, PER DOCUMENT R94-044792, IN DUPAGE COUNTY, ILLINOIS.

ALSO, THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE TRACT OF LAND CONVEYED TO AURORA, ELGIN AND CHICAGO RAILROAD COMPANY, PER DOCUMENT 75033, EXCEPTING THEREFROM THAT PART OF ILLINOIS STATE ROUTE 59 RIGHT OF WAY, AS MONUMENT AND OCCUPIED, PER DOCUMENT R94-044792, IN DUPAGE COUNTY ILLINOIS.

P.I.N.'s: 01-27-100-001, 01-28-403-005, 01-28-403-023 and 01-28-403-024

SUBJECT REALTY LEGAL DESCRIPTION FROM R-2 TO R-3

THE SOUTH 310 FEET OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE EAST 16 RODS THEREFROM, AND THE WEST 310 FEET OF THE EAST 574 FEET RODS (EXCEPT THE NORTH 715 FEET AND THE SOUTH 310 FEET THEREFROM), IN DUPAGE COUNTY ILLINOIS.

P.I.N.: 01-27-100-001

Section 5. That the recommendation and findings of fact of the Plan Commission/Zoning Board of Appeals previously incorporated herein as Exhibit "E" be and the same are hereby adopted as the findings of fact of the City Council.

Section 6. That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

Section 7. That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED this 20th day of October 2008.

Alderman L. Chassee	Aye	Alderman J. Beifuss	Aye
Alderman H.R. Monroe	Aye	Alderman J. Smith	Abstain
Alderman R. Radkiewicz	Aye	Alderman R. Pineda	Absent
Alderman S. Dimas	Aye	Alderman A. Murphy	Aye
Alderman G. Bunch	Aye	Alderman J. Gianforte	Aye
Alderman N. Connelly	Aye	Alderman R. Stout	Aye
Alderman N. Dzierzanowski	Aye	Alderman M. Fuesting	Aye
Mayor Kwasman	—		

APPROVED as to form: _____
City Attorney

APPROVED this 20th day of October 2008.

_____
Mayor, Michael B. Kwasman

ATTEST:

_____
City Clerk, Nancy M. Smith

PUBLISHED: _____

FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER

EXHIBIT H

ORDINANCE NO. 08-O-0074

AN ORDINANCE REZONING LAND FROM THE ER-1 ESTATE RESIDENTIAL AND R-2 SINGLE FAMILY RESIDENCE DISTRICTS TO THE B-3 REGIONAL SHOPPING AND R-3 SINGLE FAMILY RESIDENCE DISTRICTS ST. ANDREWS GOLF AND COUNTRY CLUB

WHEREAS, on or about March 13, 2008, St. Andrews Golf and Country Club, Inc., Hinckley Fore, LLC, and Gerard J. Hinckley and Marianne Hinckley Trust dated October 17, 2005, as owners of the St. Andrews Golf and Country Club (the "APPLICANTS"), filed an application for rezoning of property legally collectively described on Exhibits "A", "B", "C" and "D" attached hereto and incorporated herein (the "SUBJECT REALTY"); and,

WHEREAS, Notice of Public Hearing on the proposed rezoning of the SUBJECT REALTY was published in the Daily Herald on or about Tuesday, August 26, 2008, all as required by the ordinances of the CITY and the statutes of the State of Illinois; and,

WHEREAS, all other notices required by law have been given; and,

WHEREAS, a Public Hearing was conducted by the Plan Commission/Zoning Board of Appeals of the CITY commencing on Tuesday, September 16, 2008, pursuant to said Notice; and,

WHEREAS, the corporate authorities of the CITY have received the recommendation of the Plan Commission/Zoning Board of Appeals, which contains specific findings of fact, pursuant to Recommendation No. 1118, a copy of which is attached hereto as Exhibit "E" which is, by this reference, made a part hereof.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of West Chicago, DuPage County, Illinois, in regular session assembled, as follows:

Section 1. That the portion of the SUBJECT REALTY legally described on Exhibit "A" is hereby rezoned from the ER-1, Estate Residential District to the R-3, Single Family Residence District zoning classification.

Section 2. That the portion of the SUBJECT REALTY legally described on Exhibit "B" is hereby rezoned from the ER-1, Estate Residential District to the B-3, Regional Shopping District zoning classification.

Section 3. That the portion of the SUBJECT REALTY legally described on Exhibit "C" is hereby rezoned from the R-2, Single Family Residence District to the B-3, Regional Shopping District zoning classification.

Section 4. That the portion of the SUBJECT REALTY legally described on Exhibit "D" is hereby rezoned from the R-2, Single Family Residence District to the R-3, Single Family Residence District zoning classification.

FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER

EXHIBIT "A"
ORDINANCE NO. 08-O-0074

SUBJECT REALTY LEGAL DESCRIPTION ER-1 TO R-3

A PART OF THE SOUTHEAST QUARTER OF SECTION OF 21, PART OF THE SOUTHWEST QUARTER OF SECTION 22, PART OF THE NORTHWEST QUARTER OF SECTION 27 AND PART OF THE NORTHEAST QUARTER OF SECTION 28, ALL IN TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS, MORE PARTICULLARLY DESCRIBED AS FOLLOWS:

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28, EXCEPT THAT PART OF ILLINOIS STATE ROUTE 59 RIGHT OF WAY, AS MONUMENTED AND OCCUPIED, PER DOCUMENT R94-044792.

ALSO, THE SOUTH 10.17 CHAINS OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 21, EXCEPT THAT PART OF ILLINOIS STATE ROUTE 59 RIGHT OF WAY, AS MONUMENT AND OCCUPIED, PER DOCUMENT R94-044792.

ALSO, PARCELS ONE AND TWO OF ST. ANDREWS ASSESEMENT PLAT, OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 22, PER DOCUMENT R92-011782.

ALSO, THE NORTHWEST QUARTER OF SAID SECTION 27, EXCEPT THE EAST 16 RODS FEET THEREOF, ALSO EXCEPTING THE SOUTH 310 FEET OF SAID NORTHWEST QUARTER (EXCEPT THE EAST 16 RODS THEREFROM), AND ALSO EXCEPTING THE WEST 310 FEET OF THE EAST 574 FEET, (EXCEPT THE NORTH 715 FEET AND THE SOUTH 310 THEREFROM).

P.I.N.'s: 01-21-406-005, 01-22-301-026, 01-22-301-027, 01-27-100-001, and 01-28-207-002

FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER

EXHIBIT "B"
ORDINANCE NO. 08-O-0074

SUBJECT REALTY LEGAL DESCRIPTION ER-1 TO B-3

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF ILLINOIS STATE ROUTE 59 RIGHT OF WAY, AS MONUMENT AND OCCUPIED, PER DOCUMENT R94-044792, AND EXCEPT THE EAST 310 OF THE SOUTH 310 FEET OF SAID SOUTHEAST QUARTER QUARTER), IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 01-28-207-002

FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER

EXHIBIT "C"
ORDINANCE NO. 08-O-0074

SUBJECT REALTY LEGAL DESCRIPTION R-2 TO B-3

THE EAST 310 FEET OF THE SOUTH 310 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY ILLINOIS.

ALSO, THAT PART OF THE NORTHEAST QUARTER QUARTER AND SOUTHEAST QUARTER QUARTER, BOTH OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE A TRACT OF LAND CONVEYED TO WESTERN UNITED GAS AND ELECTRIC COMPANY, PER DOCUMENT 202408, EXCEPTING THEREFROM THAT PART OF ILLINOIS STATE ROUTE 59 RIGHT OF WAY, AS MONUMENT AND OCCUPIED, PER DOCUMENT R94-044792, IN DUPAGE COUNTY, ILLINOIS.

ALSO, THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE TRACT OF LAND CONVEYED TO AURORA, ELGIN AND CHICAGO RAILROAD COMPANY, PER DOCUMENT 75033, EXCEPTING THEREFROM THAT PART OF ILLINOIS STATE ROUTE 59 RIGHT OF WAY, AS MONUMENT AND OCCUPIED, PER DOCUMENT R94-044792, IN DUPAGE COUNTY ILLINOIS.

P.I.N.'s: 01-27-100-001, 01-28-403-005, 01-28-403-023 and 01-28-403-024

FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER

EXHIBIT "D"
ORDINANCE NO. 08-O-0074

SUBJECT REALTY LEGAL DESCRIPTION R-2 TO R-3

THE SOUTH 310 FEET OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE EAST 16 RODS THEREFROM, AND THE WEST 310 FEET OF THE EAST 574 FEET RODS (EXCEPT THE NORTH 715 FEET AND THE SOUTH 310 FEET THEREFROM), IN DUPAGE COUNTY ILLINOIS.

P.I.N.: 01-27-100-001

FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER

EXHIBIT "E"
RECOMMENDATION #1118

TO: The Honorable Mayor and City Council

SUBJECT: PC 08-04
Rezoning from ER-1 and R-2 to R-3 and B-3
St. Andrews Golf Course and Country Club

DATE: September 17, 2008

DECISION: The motion to approve passed (6-0).

RECOMMENDATION
After review of the proposed rezoning, the Plan Commission/Zoning Board of Appeals recommends approval.

The recommendation is based on the following findings of fact:

1. *The existing uses and zoning of the property in question.*

   The subject property is currently zoned with a mixture of unincorporated and City residential zonings, both of which are classified as R-2, Single-Family Residential. The City's Comprehensive Plan designates the entire subject property as Regional Open Space because of its current use as a golf course facility. The City is looking at the long-term use of the land and believes that R-3, Single Family zoning would be suitable for the possible future use(s) of a portion of the subject property given the uses that are permitted within the City's R-3 zoning district. The City also believes that a B-3, Regional Shopping District would be suitable for the possible future use(s) of a portion of the subject property given the location of the property in question along the Route 59 commercial corridor, with access to a traffic signal.

2. *The existing uses and zoning of other lots in the vicinity.*

   See "Adjacent Property Information." The subject property is situated in an area primarily consisting of a mix of existing single-family residential developments that are either within the City on City water and sewer or are unincorporated on larger lots utilizing private well and septic. The City believes that the proposed single family residential zoning is compatible with uses and zoning of the surrounding properties. The City believes that the proposed commercial zoning is appropriate given that it is surrounded one three sides (north, south and east) by the proposed residential zoning of the subject property, thus creating a buffer from all of the existing residential uses adjacent to those three sides.

FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER

3. *Suitability of property in question for uses already permitted under existing regulations.*

The end use(s) of the subject realty are not known at this juncture, but the City believes that the requested R-3 and B-3 zonings are appropriate for the future redevelopment of a property of this size.

4. *Suitability of property in question for the proposed use(s).*

The end use(s) of the subject realty are not known at this juncture, but the City believes that the requested R-3 and B-3 zonings are appropriate for the future redevelopment of a property of this size.

5. *The trend of development in the vicinity of the property in question, including any recent zoning activity.*

The subject property is situated in an area primarily consisting of a mix of existing single-family residential developments that are either within the City on City water and sewer or are unincorporated on larger lots utilizing private well and septic. The City believes that the proposed single family residential zoning is compatible with uses and zoning of the surrounding properties. The City believes that the proposed commercial zoning is appropriate given that it is surrounded one three sides (north, south and east) by the proposed residential zoning of the subject property, thus creating a buffer from all of the existing residential adjacent to those three sides and its location on the Route 59 commercial corridor.

6. *The effect the proposed rezonings would have on implementation of the Comprehensive Plan.*

The Comprehensive Plan designates the subject property as Regional Open Space given its current use as a golf course facility. The proposed R-3 zoning of the subject property is not consistent with the subject property's current Comprehensive Plan designation. However, the applicant is requesting an amendment to the Comprehensive Plan in conjunction with this rezoning request so that the proposed zonings will be consistent with the anticipated future uses of the subject property once it is redeveloped.

7. *Impact on surrounding properties.*

The requested R-3 and B-3 zonings should not have an immediate impact on the surrounding properties given that no development of the subject property is proposed and given that it is currently zoned single family residential in DuPage County. Further impact analysis will be conducted once the exact end use(s) of the subject property are determined.

8. *Impact on health, safety, and welfare of the Community.*

The proposed rezonings to the City's R-3 and B-3 zoning districts should not have an adverse impact on the welfare of the adjacent properties and the community. However, further impact analysis will be conducted once the exact end use(s) of the subject property are determined.

FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER

Respectfully submitted,

John Banas
Chairman

VOTE:

For	Against	Abstain	Absent
V. Barber			J. Hale
S. Jarolin			
J. Warbiany			
B. Lemon			
J. Banas			
J. Posadzy			

FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER

EXHIBIT I

ORDINANCE NO. 08-O-0075

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF WEST CHICAGO – APPENDIX A SECTION 10.4-5 OF THE ZONING CODE

WHEREAS, on or about March 13, 2008, St. Andrews Golf and Country Club, Inc., Hinckley Fore, LLC, and Gerard J. Hinckley and Marianne Hinckley Trust dated October 17, 2005, as owners of the St. Andrews Golf and Country Club (the "APPLICANTS") proposed an amendment to Section 10.4-5 of the Zoning Code, Appendix A of the Code of Ordinances of the City of West Chicago, so as to add a golf course with accessory uses as a special use in the B-3, Regional Shopping Zoning District; and,

WHEREAS, Notice of Public Hearing on said application was published in the Daily Herald on or about Tuesday, August 26, 2008, all as required by the ordinances of the City of West Chicago and the statutes of the State of Illinois; and,

WHEREAS, a Public Hearing was conducted by the Plan Commission/Zoning Board of Appeals of the City of West Chicago, commencing on Tuesday, September 16, 2008, pursuant to said Notice; and,

WHEREAS, at the Public Hearing, the APPLICANTS provided testimony in support of its application, and all interested parties had an opportunity to be heard; and,

WHEREAS, the corporate authorities of the City of West Chicago have received the recommendation of the Plan Commission/Zoning Board of Appeals which contains specific findings of fact, pursuant to Recommendation No. 1119, a copy of which is attached hereto as Exhibit "A" which is, by this reference, incorporated herein be and the same are hereby adopted as the findings of fact of the City Council.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of West Chicago, Du Page County, Illinois, in regular session assembled, as follows:

Section 1. That Appendix A, Section 10.4-5 (H) of the Code of Ordinances of the City of West Chicago entitled "Special uses" is hereby deleted in its entirety and replaced with the following language:

> " (H) Golf course, including, but not limited to accessory uses such as driving ranges, bars, restaurants, meeting and banquet rooms, facilities for employees and maintenance structures."

Section 2. That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

Section 3. That this Ordinance shall be in full force and effect after its passage, approval and publication in pamphlet form as provided by law.

FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER

PASSED this 20th day of October 2008.

Alderman L. Chassee	Aye	Alderman J. Beifuss	Aye
Alderman H.R. Monroe	Aye	Alderman J. Smith	Abstain
Alderman R. Radkiewicz	Aye	Alderman R. Pineda	Absent
Alderman S. Dimas	Aye	Alderman A. Murphy	Aye
Alderman G. Bunch	Aye	Alderman J. Gianforte	Aye
Alderman N. Connelly	Aye	Alderman R. Stout	Aye
Alderman N. Dzierzanowski	Aye	Alderman M. Fuesting	Aye
Mayor Kwasman	—		

APPROVED as to form: _____
City Attorney

APPROVED this 20th day of October 2008.

_____
Mayor, Michael B. Kwasman

ATTEST:

_____
City Clerk, Nancy M. Smith

PUBLISHED: _____

FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER

EXHIBIT "A"
RECOMMENDATION # 1119
ORDINANCE 08-O-0075

TO: The Honorable Mayor and City Council

SUBJECT: PC 08-04
Text Amendment to Section 10.4-5 of the City Zoning Code adding a golf course as a special use in the B-3, Regional Shopping Zoning District.
St. Andrews Golf and Country Club

DATE: September 17, 2008

DECISION: The motion to approve the request passed by a (4-2) vote.

After review of the proposed text amendments, the Plan Commission/Zoning Board of Appeals finds that it does not pose a threat to the health, safety and welfare of the community by expanding the list of special uses allowed in the B-3 zoning district to include golf courses and thereby encouraging commercial growth and development within the City.

Respectfully submitted,

John Banas
Chairman

VOTE:

For	Against	Abstain	Absent
J. Banas	B. Lemon		J. Hale
J. Warbiany	V. Barber		
S. Jarolin			
J. Posadzy			

FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER

EXHIBIT J

ORDINANCE NO. 08-O-0076

AN ORDINANCE GRANTING AN AMENDMENT TO THE SPECIAL USE FOR A GOLF COURSE ST. ANDREWS GOLF AND COUNTRY CLUB

WHEREAS, on or about March 13, 2008, St. Andrews Golf and Country Club, Inc., Hinckley Fore, LLC, and Gerard J. Hinckley and Marianne Hinckley Trust dated October 17, 2005, as owners of the St. Andrews Golf and Country Club (the "APPLICANTS"), filed an application for an amendment to special use Ordinance Nos. 2480 and 2932 to allow a golf course, including, but not limited to accessory uses such as driving ranges, bars, restaurants, meeting and banquet rooms, facilities for employees and maintenance structures, with respect to the property legally described on Exhibit "A" attached hereto and incorporated herein (the "SUBJECT REALTY"); and,

WHEREAS, the City Council approved Ordinance No. 2480 on October 21, 1991 granting a special use for a golf course driving range for St. Andrews Golf and Country Club for the property legally described in said Ordinance (the "ORIGINAL PROPERTY"); and,

WHEREAS, the City Council approved Ordinance No. 2932 on July 24, 1995 granting a special use for a golf course for St. Andrews Golf and Country Club for the property legally described in said Ordinance (the "ADDITIONAL PROPERTY"); and,

WHEREAS, the APPLICANTS desire to incorporate the remainder of the St. Andrews Golf and Country Club property and continue the use of the existing golf course operations, including, but not limited to accessory uses such as driving ranges, bars, restaurants, meeting and banquet rooms, facilities for employees and maintenance structures, in conformance with City Code; and,

WHEREAS, Notice of Public Hearing on said application was published in the Daily Herald on or about Tuesday, August 26, 2008, all as required by the ordinances of the City of West Chicago and the statutes of the State of Illinois; and,

WHEREAS, a Public Hearing was conducted by the Plan Commission/Zoning Board of Appeals of the City of West Chicago, commencing on Tuesday, September 16, 2008, pursuant to said Notice; and,

WHEREAS, at the Public Hearing, the APPLICANTS provided testimony in support of its application, and all interested parties had an opportunity to be heard; and,

WHEREAS, the corporate authorities of the City of West Chicago have received the recommendation of the Plan Commission/Zoning Board of Appeals which contains specific findings of fact, pursuant to Recommendation No. 1120, a copy of which is attached hereto as Exhibit "B" which is, by this reference, incorporated herein.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of West

FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER

Chicago, DuPage County, Illinois, in regular session assembled, as follows:

Section 1. To grant a special use permit for the operation of a golf course and accessory uses, such as driving ranges, bars, restaurants, meeting and banquet rooms, facilities for employees and maintenance structures, on the SUBJECT REALTY in conformance with Sections 5.5, 9.4-4 (D) and 10.4-5 (H) of the Zoning Ordinance.

Section 2. That with the adoption of this Ordinance, the Special Use permits granted in Ordinance No. 2480 and Ordinance No. 2932, are hereby amended to permit, in addition to the uses granted therein, the special use as provided for herein in Section 1.

Section 3. Standards which shall apply as conditions on the operation of the special use granted hereunder (which conditions shall replace in total the conditions contained in section 3 of both Ordinance Nos. 2480. and 2932), and which are applicable to the property legally described in this Ordinance and in Ordinance Nos. 2480 and 2932, are as follows:

A. The property does not constitute a subdivision and none of the subdivision requirements need be satisfied.

B. Without a permit requirement, temporary facilities may be used on the property including tents (for not more than 72 hours unless otherwise approved by the City), shelters, and other temporary facilities generally in use for golf, golf driving ranges and accessory uses.

C. There shall be no yard requirement for the lot lines.

D. There shall be no minimum lot size or maximum coverage of the lot.

E. There shall be no obligation for donations to schools or parks or for any other public facility donation, impact fee, transition fee or other similar fee or charge arising out of the operation of the special uses granted herein.

F. Water wells and water lines for potable purposes and non-potable purposes such as irrigation and landscape maintenance may be constructed, operated, repaired and maintained on any part of the property. The City agrees to grant all permits necessary for such wells upon request. Such wells shall remain the property of the owners of the property and shall not cross connect with the City's water system. Limitations on the use of water on the property, such as a sprinkler ban, shall not be applicable to use of water from the aforedescribed water wells or water lines.

G. The APPLICANT has a storm drainage system available which is adequate to serve the property. There shall be no requirement to satisfy any additional City standards unless the storm drainage on the property is substantially modified. The City, upon request from the owner of the property, shall, from time to time, execute all permit applications required by the Illinois Environmental Protection Agency, the U.S. Army Corps of Engineers and all other environmental or other governmental agencies or authorities having jurisdiction over the property for construction,

FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER

operation and maintenance of said storm drainage system.

H. In connection with the existing use of the property, there is no requirement to make or contribute to the City the cost of any additional improvements to any new or existing roads and highways.

I. The owners of the property shall not be required to pay a fee or surcharge in the nature of a recapture fee or charge pursuant to Ch. 24, Para. 9-5-1 et seq. and any other provision of law for any improvement so long as the property is used for purposes allowed hereunder.

J. Signs shall be allowed on the property to advertise, alone or in combination, the golf course, golf driving range, and any other facilities related to each, temporary golf outing and other golf-related event signs in accordance with City Code.

K. A license for the sale and consumption of alcoholic beverages served to and in the possession of and consumption by golfers and other customers and guests on the property must be obtained from the City. The City agrees that such service, possession and consumption of alcoholic beverages in and of itself is not a nuisance and may continue with a license from the City. The City further agrees that no ordinance shall be enacted to prohibit service, possession or consumption of such alcoholic beverages on property by anyone permitted by state law to serve, possess or consume alcoholic beverages.

L. No City environmental regulations on fertilizers and manner of maintenance shall be more restrictive than currently applicable by state and federal standards. No Ordinances shall be applicable to the property which is more restrictive than applicable state and federal law with respect to the operations and maintenance of the property which requires a license for such operations or maintenance and which imposes any requirement not otherwise generally applicable to all properties in the entire City.

M. For purposes of the golf driving range, fences, walls, hedges and other structures, specifically safety nets and lights, are permitted within required yards.

N. Hours of operations of the golf driving range may be from 5 a.m. to 11 p.m. Sundays through Thursdays and from 5 a.m. to 12 p.m. (Midnight) on Fridays and Saturdays. The lights on the driving range may remain on until one hour past closing time.

Section 4. That the following future improvements to the existing golf course facilities, which existing facilities are depicted on the Plat of Survey attached hereto as Exhibit "C" which is, by this reference, incorporated herein, are hereby acknowledged and permitted on the ORIGINAL PROPERTY, the ADDITIONAL PROPERTY and the SUBJECT REALTY subject to all applicable City Codes:

1. Expansion of the St. Andrews Room Patio – adding approximately 1,000 feet for outdoor use and parties.

FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER

2. Building 15 covered stations at the Driving Range for use during inclement weather.

3. Resurface the golf staging area in front of the clubhouse near the Tee-Side Grill with new asphalt or brick pavers.

4. Adding a new restroom on the golf course near the 4th green on Course 1.

5. Adding a circular drive to the front of the clubhouse with a covered entry for wedding and banquet guests.

6. Paint/redecorate the Halfway House Snack Bar.

Section 5. That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

Section 6. That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER

PASSED this 20th day of October 2008.

Alderman L. Chassee	Aye	Alderman J. Beifuss	Aye
Alderman H.R. Monroe	Aye	Alderman J. Smith	Abstain
Alderman R. Radkiewicz	Aye	Alderman R. Pineda	Absent
Alderman S. Dimas	Aye	Alderman A. Murphy	Aye
Alderman G. Bunch	Aye	Alderman J. Gianforte	Aye
Alderman N. Connelly	Aye	Alderman R. Stout	Aye
Alderman N. Dzierzanowski	Aye	Alderman M. Fuesting	Aye
Mayor Kwasman	—		

APPROVED as to form: _____
City Attorney

APPROVED this 20th day of October 2008.

_____
Mayor, Michael B. Kwasman

ATTEST:

_____
City Clerk, Nancy M. Smith

PUBLISHED: _____

FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER

EXHIBIT "A"

Ordinance 08-O-0076

LEGAL DESCRIPTION

A PART OF THE SOUTHEAST QUARTER OF SECTION OF 21, PART OF THE SOUTHWEST QUARTER OF SECTION 22, PART OF THE NORTHWEST QUARTER OF SECTION 27 AND PART OF THE NORTHEAST QUARTER OF SECTION 28, ALL IN TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS, MORE PARTICULLARLY DESCRIBED AS FOLLOWS:

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28, EXCEPT THAT PART OF ILLINOIS STATE ROUTE 59 RIGHT OF WAY, AS MONUMENTED AND OCCUPIED, PER DOCUMENT R94-044792.

ALSO, THE SOUTH 10.17 CHAINS OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 21, EXCEPT THAT PART OF ILLINOIS STATE ROUTE 59 RIGHT OF WAY, AS MONUMENT AND OCCUPIED, PER DOCUMENT R94-044792.

ALSO, PARCELS ONE AND TWO OF ST. ANDREWS ASSESEMENT PLAT, OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 22, PER DOCUMENT R92-011782.

ALSO, THE NORTHWEST QUARTER OF SAID SECTION 27, EXCEPT THE EAST 16 RODS FEET THEREOF, ALSO EXCEPTING THE SOUTH 310 FEET OF SAID NORTHWEST QUARTER (EXCEPT THE EAST 16 RODS THEREFROM), AND ALSO EXCEPTING THE WEST 310 FEET OF THE EAST 574 FEET, (EXCEPT THE NORTH 715 FEET AND THE SOUTH 310 THEREFROM).

ALSO, THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF ILLINOIS STATE ROUTE 59 RIGHT OF WAY, AS MONUMENT AND OCCUPIED, PER DOCUMENT R94-044792, AND EXCEPT THE EAST 310 OF THE SOUTH 310 FEET OF SAID SOUTHEAST QUARTER QUARTER), IN DUPAGE COUNTY, ILLINOIS.

P.I.N.'s: 01-21-406-005, 01-22-301-026, 01-22-301-027, 01-27-100-001, and 01-28-207-002

FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER

EXHIBIT "B"

RECOMMENDATION #1120
ORDINANCE 08-O-0076

TO: The Honorable Mayor and City Council

SUBJECT: PC 08-04: Special Use Amendment for a golf course
St. Andrews Golf and Country Club

DATE: September 17, 2008

DECISION: The motion to approve the request passed (6-0)

RECOMMENDATION
After review of the requested special use, the Plan Commission/Zoning Board of Appeals (PC/ZBA) recommended approval according to the following findings of fact:

(1) Is necessary for the public convenience at that location or, the case of existing nonconforming uses, a special use permit will make the use more compatible with its surroundings:

(This standard should be interpreted as indicating whether or not the proposed use is good for the public at that particular physical location, and not whether or not the use itself is *needed* there).

The proposed amendment to the existing special use is intended to permit the entire golf course facility to operate in conformance with the City's zoning regulations under one special use once it is all within the City limits.

(2) Is so designed, located and proposed to be operated that the public health, safety and welfare will be protected:

The proposed amendment to the existing special use is designed to provide uniform use regulations for the entire golf course facility under unified one special use.

(3) Will not cause substantial injury to the value of other property in the neighborhood in which it is located:

The proposed amendment to the existing special use should not have a negative impact on the surrounding neighborhood in which it is located given that the existing golf course facility use is not proposed to change at this time.

FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER

(4) *The proposed special use is designated by this code as a listed special use in the zoning district in which the property in question is located:*

A special use for a golf course in the City's R-2 and R-3 zoning districts currently exists. The applicant is proposing a text amendment to add golf courses as a special use in the B-3 zoning district. If the annexation, rezoning and text amendment proposed in conjunction with this special use amendment request are approved by the City Council then the entire golf course facility will be permitted to operate in conformance with the City's zoning regulations.

Respectfully submitted,

John Banas
Chairman

VOTE:

For	Against	Abstain	Absent
J. Warbiany			J. Hale
J. Posadzy			
J. Banas			
S. Jarolin			
V. Barber			
B. Lemon			

FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER

EXHIBIT "C"

Ordinance 08-O-0076

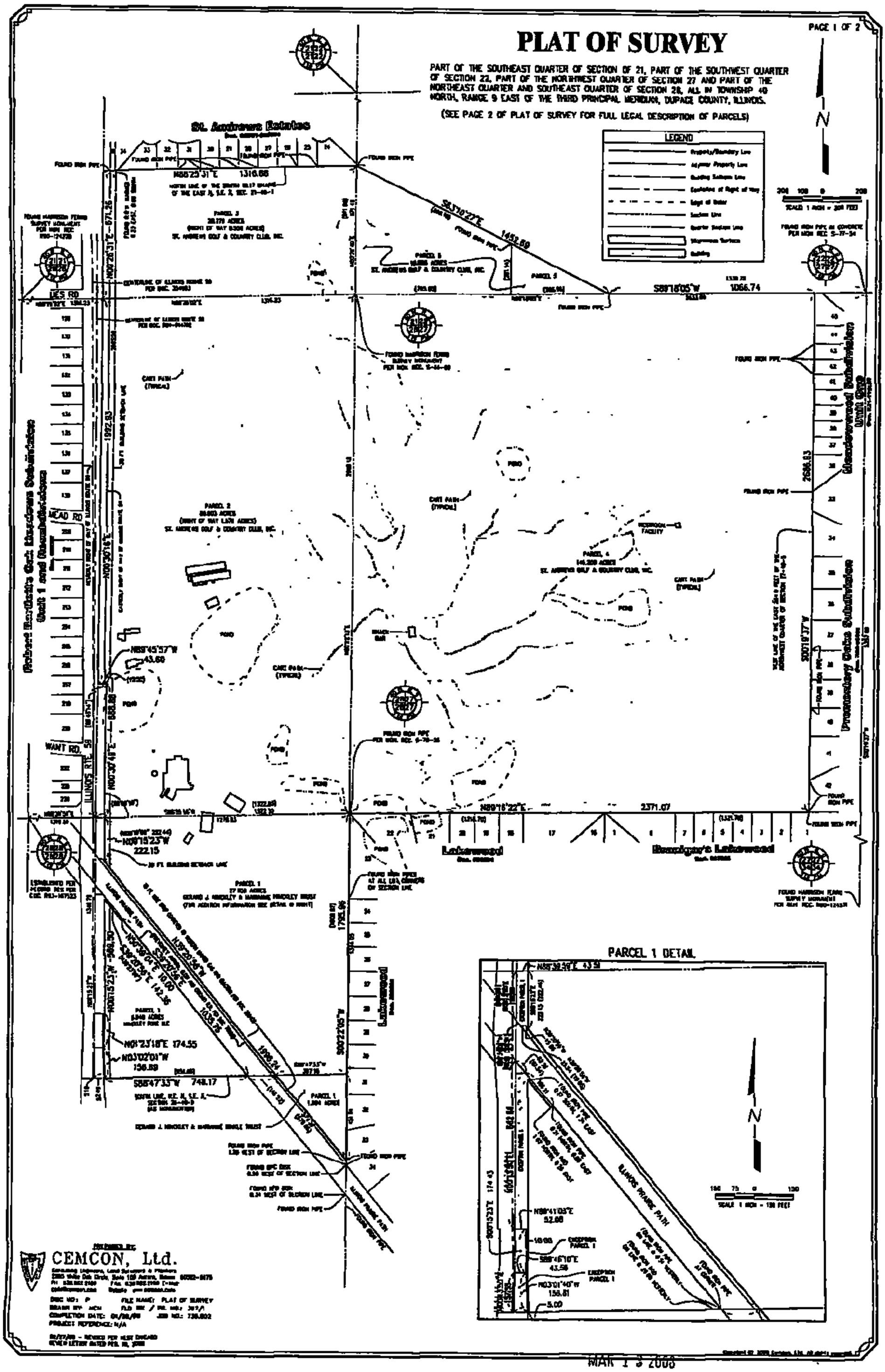
(Insert Plat of Survey here)

FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER

PLAT OF SURVEY

PART OF THE SOUTHEAST QUARTER OF SECTION OF 21, PART OF THE SOUTHWEST QUARTER OF SECTION 22, PART OF THE NORTHWEST QUARTER OF SECTION 27 AND PART OF THE NORTHEAST QUARTER AND SOUTHEAST QUARTER OF SECTION 28, ALL IN TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS.

(SEE PAGE 2 OF PLAT OF SURVEY FOR FULL LEGAL DESCRIPTION OF PARCELS)



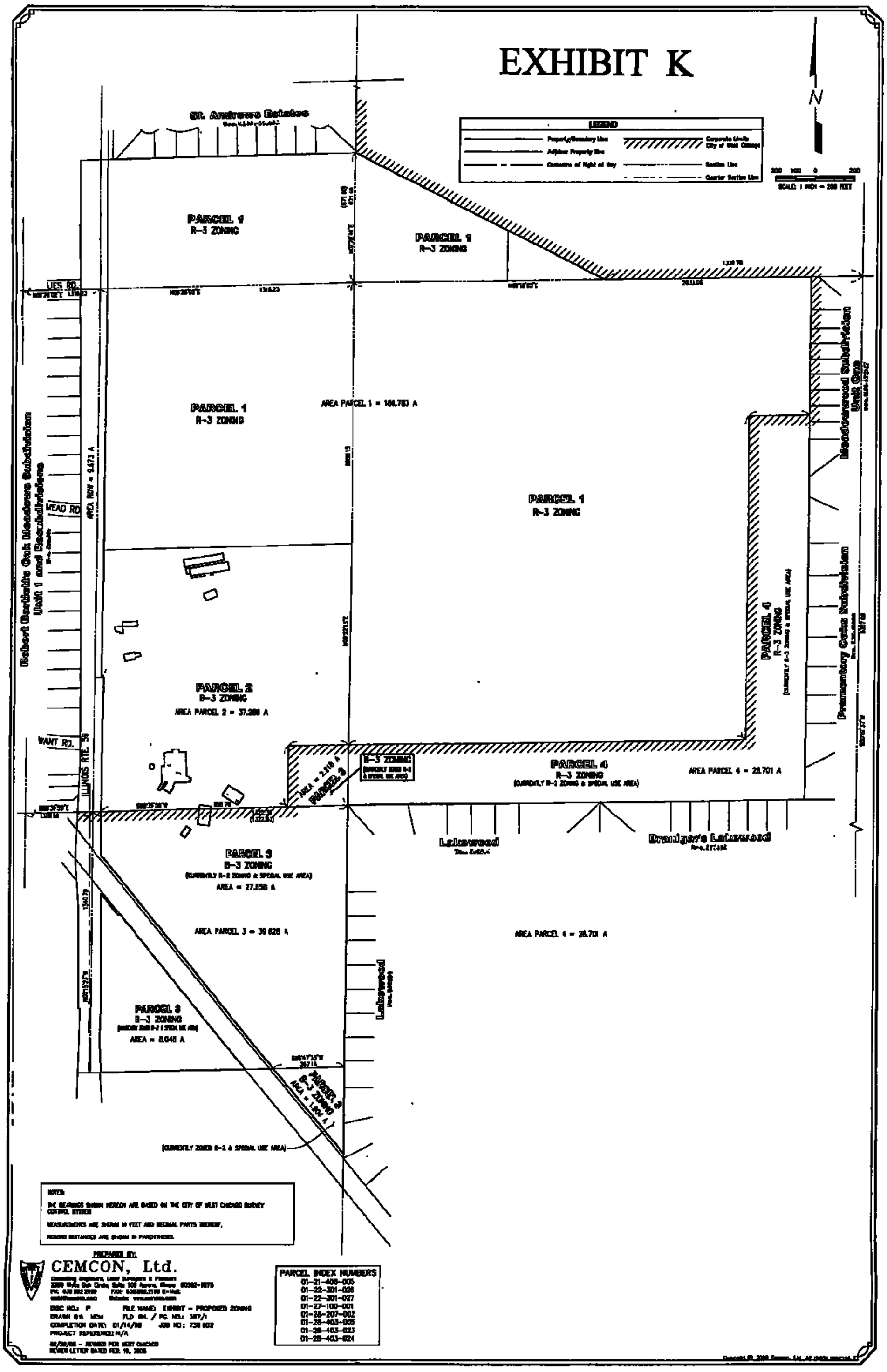
CEMCON, Ltd.

DWG NO.: P FILE NAME: PLAT OF SURVEY
DRAWN BY: MCM FLD BK / PG. NO.: 307/1
COMPLETION DATE: 04/30/09 JOB NO.: 730.002
PROJECT REFERENCE: N/A

04/27/09 - REVISED PER WEST DUCHARD REVIEW LETTER DATED FEB. 10, 2009

MAR 1 3 2009

EXHIBIT K



NOTES:

THE BEARINGS SHOWN HEREON ARE BASED ON THE CITY OF WEST CHICAGO SURVEY CONTROL SYSTEM

MEASUREMENTS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

RECORD DISTANCES ARE SHOWN IN PARENTHESES.

PREPARED BY:

CEMCON, Ltd.

Consulting Engineers, Land Surveyors & Planners
2200 White Oak Circle, Suite 100 Aurora, Illinois 60502-9675
PH: 630 892 2100 FAX: 630.892.2190 E-Mail: cmail@cemcon.com Website: www.cemcon.com

DISC NO.: P FILE NAME: EXHIBIT - PROPOSED ZONING
DRAWN BY: MCM FLD BK. / PG. NO.: 387/1
COMPLETION DATE: 01/14/08 JOB NO.: 738 002
PROJECT REFERENCE: N/A

02/20/08 - REVISED PER WEST CHICAGO REVIEW LETTER DATED FEB. 19, 2008

PARCEL INDEX NUMBERS
01-21-400-005
01-22-301-026
01-22-301-027
01-27-100-001
01-28-207-002
01-28-403-005
01-28-403-023
01-28-403-024

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EXHIBIT L

City of West Chicago
Community Development Department
475 Main Street, West Chicago, IL 60185
Phone: (630) 293-2200 x 131 / Fax: (630) 293-1257

Certificate of Occupancy #: 08100013
FOR OFFICIAL USE ONLY

APPLICATION FOR ZONING APPROVAL

BUSINESS INFORMATION

2441 Route 59 — West Chicago, IL 60185
(Business Address) (Suite or Unit #)

St Andrews Golf + Country Club (630) 231 3169 (630) 231 6952
(Business Name) (Phone) (Fax)

Ron Swobisz
(Business Manager or Contact Person's Name)

Type of Business (check all that are applicable):
[X] Retail [ ] Office [ ] Manufacturing [ ] Wholesale [ ] Warehousing [X] Services

Please provide a detailed description of your business operations: 36 hole golf course with a lighted golf practice center, banquet facilities, restaurants, and locker rooms. (See Attachment for specific property information)

Number of Employees: 170 full and part time

Business Hours (please specify if daily business hours vary): 365 days per year 5:30 a.m. - 11 p.m. summer 5:30 a.m. - 10 p.m. winter

Total Number of Parking Spaces On-site: 604

Total Number of Parking Spaces On-site Designated for your Business: 604
(please refer to Section 13.3 of the Zoning Code for parking space compliance information)

Total Number of Loading Docks On-site: 1

Total Number of Loading Docks Designated for your Business: 1

Location of Business in the Building (check all that are applicable):
[ ] Basement [ ] 1st floor [ ] 2nd floor [ ] 3rd floor
[X] Other (please specify) Entire building and property contains golf business

Total Square Feet of your Business: 290 acres - golf range, parking

Total Square Feet of the Building: 30,444 - clubhouse

Please provide a detailed list of all business related materials to be stored outside: golf cars parked in rear of building overnight. Parked out front during business hours. Food - maintenance supplies stored indoors.

RECEIVED
OCT 03 2008
BY:

FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER

BUSINESS OWNER'S INFORMATION

HINCKLEY (Last Name) GERARD (First Name) J (Middle Initial) (630) 231-3100 (Phone) 630-231-1952 (Fax)

2491 Rt 59, West Chicago IL 60185
(Home Address)

3/9/42 (Date of Birth) [redacted]

BUILDING OWNER'S INFORMATION

Type of Ownership: ☐ Individual Owner ☐ Partnership ☒ Corporation

St. Andrews Golf and Country Club (Name) 630-231-3140 (Phone) (630)231-6652 (Fax)

2411 Rt 59 West Chicago IL 60185
(Address)

STATEMENT OF THE APPLICANT

I certify that all of the above information is true and accurate. Furthermore, my signature certifies that I have read and agree with all of the following:

After this Zoning Approval Application has been approved by City staff, the building you are moving into shall be brought into compliance with all applicable City codes. The building shall pass a final fire occupancy inspection from both the City of West Chicago and the West Chicago Fire Protection District. If any violations found as a result of the occupancy inspection, said violations shall be promptly corrected and approved before a Certificate of Occupancy will be issued. You acknowledge that you will be in violation of City code and subject to penalty if you occupy the building prior to the issuance of a Certificate of Occupancy. You also acknowledge that all new signs for your business shall be approved via a sign permit issued by the City prior to the sign's installation.

Gerard Hinckley (Signature of Applicant) Gerard Hinckley (Print Name) President (Interest in the Property) 10/2/08 (Date)

FOR OFFICIAL USE ONLY

Community Development Director

☒ Approved ☐ Denied

Signature: J Kalchbrenner Approval Date: 10/3/08

Comments:

Assistant Community Development Director

☐ Approved ☒ Denied

Signature: Approval Date: 10/3/08

Comments:

City Planner

☒ Approved ☐ Denied

Signature: Approval Date: 10/2/08

Comments: subject to special use ordinances 2480, 2932 and 08-O-0076

St. Andrews Property & Operations Overview

Facilities at St. Andrews

For over 80 years St. Andrews Golf & Country Club has been owned by the Jemsek-Hinckley family and is located on Route 59 in West Chicago. The property operates as a golf facility that includes the following operations:

- Two 18-hole golf courses and practice greens. Also located on the property are tree and turf nurseries.
- The main clubhouse (1) building totals approximately 30,444 sqft. The main rooms of the building include:
  - Trophy Room Banquet Hall – 1,689sqft
  - St. Andrews Room Banquet Hall – 5,330 sqft
  - JJ's Bar & Restaurant – 1,980 sqft
  - 19th Hole Bar and Lounge- 1,408
  - Golf Shop – 666sqft
  - Men's and Ladies Locker Rooms area –1,432 sqft
  - Patty Berg Room – 1,264 sqft
  - Basement /Storage – 6,645 sqft
  - Oak Room Meeting Room – 1,287 sqft
  - Kitchen – 2,517 sqft

MAR 1 3 2008

- **Other Buildings on the Property Include:**
  - Driving Range Pro Shop – 1,526 sqft (2)
  - Golf Car Storage Building – 5,828 sqft (3)
  - Golf Car and Range Storage Building –5,828 sqft (4)
  - Golf Maintenance Barn – 16,000 sqft (5)
  - Irrigation Pump House – 2,423 sqft (6)

- Tee Side Grill – 441 sqft (7)
- Golf and Car Storage Building –1,920 sqft (8)
- Manager residence – 1,845 sqft (9)
- Family residence – 2,490 sqft (10)

Parking Spaces – 604 spaces with 13 as handicap spaces

Operations Summary

St. Andrews has been in business for over 80 years, providing both public golfers and members with first-class golf service and amenities. In 1960, the original "castle-style" clubhouse building was expanded and a banquet hall and bar was added. Since that time, the main clubhouse building has essentially remained the same. In 1990, the practice center was added to the operation. This provides teaching and practice opportunities to area golfers.

The course, clubhouse and range are open 365 days a year. Only bad weather closes the course. However, the clubhouse is kept open each day to serve meeting and banquet guests and to serve walk-in customers. Golf operations beging at 3:30 am during the golf season (March – November). This includes maintenance crews cutting grass, setting the course up for the day, opening the clubhouse, etc. Business hours continue on the course until approximately one hour after dark to clean and clear the course. Clubhouse operations for golfers and banquet guests generally end by 1 am when the clubhouse is closed for cleaning. Winter hours for golf operations generally are sunrise to sunset, but parties are served in the clubhouse all year. The practice center is open all year and opens at daylight, and closes by 11 pm. Winter hours for the range vary depending on daylight and temperature.

Improvements in Planning

The following improvements to the golf facility have been discussed and are in planning for the future at St. Andrews:

- Replace lockers in men's and women's locker rooms with full size wood lockers and remodel rooms as necessary.
- Expansion of the St. Andrews Room Patio- adding approximately 1,000 feet for outdoor use and parties.
- Building 15 covered stations at the Driving Range for use during inclement weather.
- Resurface golf staging area in front of the clubhouse near Tee-Side Grill with new asphalt or brick pavers.
- Adding a new restroom on the golf course near 4th green Course 1.

- Adding a circular drive to the front of the clubhouse with a covered entry for weddings and banquet guests.
- Paint / redecorate Halfway House Snack Bar

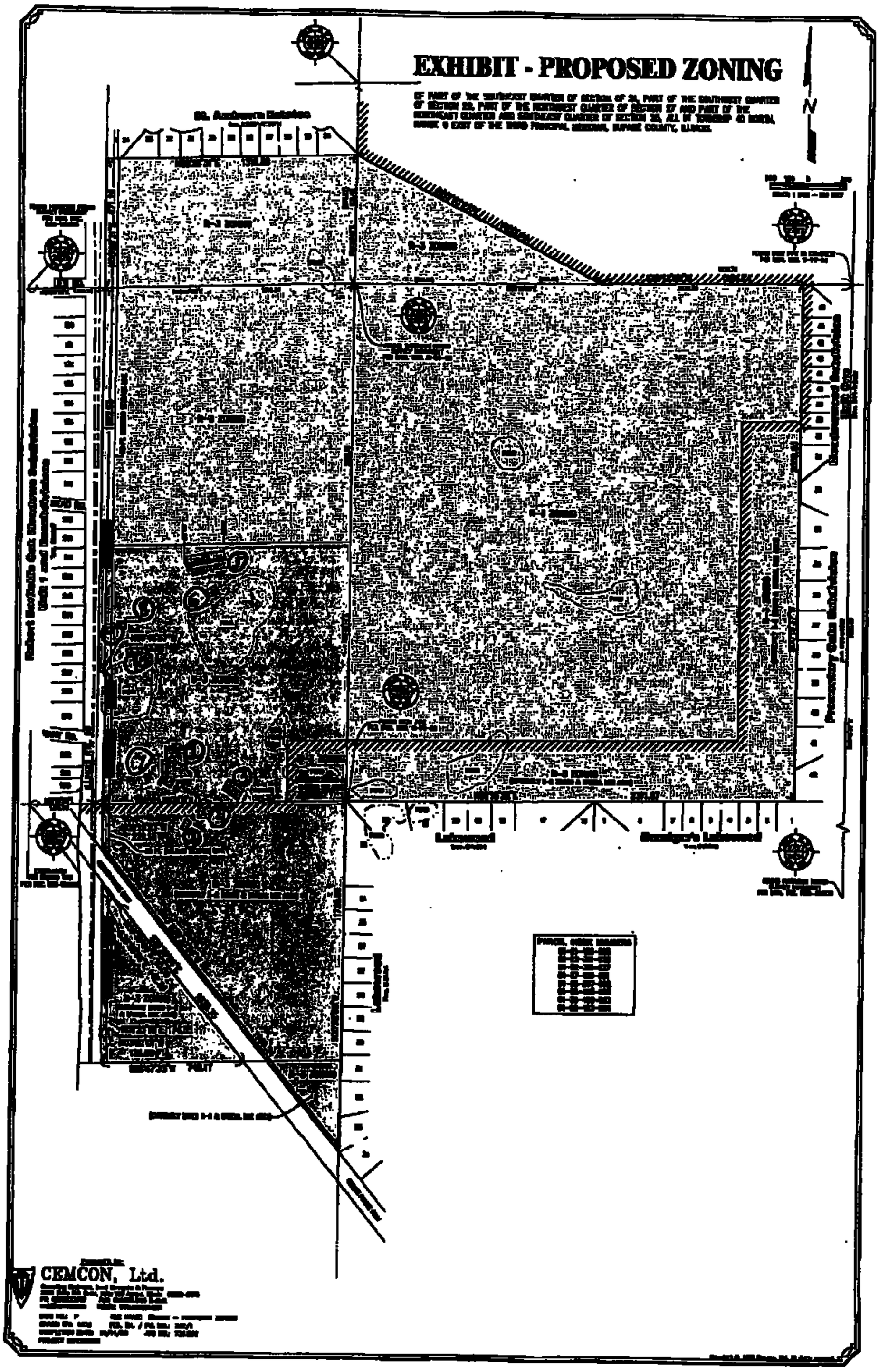


EXHIBIT - PROPOSED ZONING
N
CEMCON, Ltd.

CITY OF
WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

EXHIBIT M

St. Andrew's Golf & Country Club
2441 N. Neltnor Blvd.
WEST CHICAGO, IL 60185

CERTIFICATE *of* OCCUPANCY

Permission is hereby granted to **ST. ANDREW'S GOLF & COUNTRY CLUB** to use the premises at **2441 N. NELTNOR BLVD.** in the City of West Chicago for **Golf course, including, but not limited to accessory uses such as driving ranges, bars, restaurants, meeting and banquet rooms, facilities for employees and maintenance structures. Also included are two single family residences located at 2301 N. Neltnor Blvd. and 2311 N. Neltnor Blvd.** in conformance with provisions of the municipal code of the City of West Chicago.

CERTIFICATE NO. 08100013 issued this 20th day of October, 2008.

Zoning Administrator: J. Kalch Grenner/pkg

Building Commissioner: John D. Finnie

NOTICE: Use of property for any other purpose than authorized above, constitutes a violation of the Zoning Code of the City of West Chicago. **VIOLATORS WILL BE PROSECUTED ACCORDINGLY.**

475 Main Street
West Chicago, Illinois
60185

T (630) 293-2200
F (630) 293-3028
www.westchicago.org

Michael B. Kwasman
MAYOR
Nancy M. Smith
CITY CLERK

Donald F. Earley
CITY TREASURER
Michael L. Guttman
CITY ADMINISTRATOR

FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER

EXHIBIT N

CITY OF WEST CHICAGO

ORDINANCE NO. 2479

AN ORDINANCE PROVIDING FOR RECAPTURE
IN REFERENCE TO MEADOWWOOD SUBDIVISION
OFFSITE SANITARY AND WATERMAIN IMPROVEMENTS

ADOPTED BY THE
CITY COUNCIL
OF THE
CITY OF WEST CHICAGO
OCTOBER 21, 1991

Published in pamphlet form by the authority of the City Council of the City of West Chicago, DuPage County, Illinois this 28th day of October, 1991.

R91-145451
91 NOV -1 AM 11:00
RECORDER
DU PAGE COUNTY

PREPARED BY:
CITY OF WEST CHICAGO
475 MAIN STREET
WEST CHICAGO, IL
60185

SUBMITTED BY
& RETURN TO:
CITY OF WEST CHICAGO
BOX 488
WEST CHICAGO, IL
60186

FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER

ORDINANCE NO. 2479

AN ORDINANCE PROVIDING FOR RECAPTURE IN REFERENCE TO MEADOWWOOD SUBDIVISION OFFSITE SANITARY AND WATER MAIN IMPROVEMENTS

WHEREAS, R. RUSSELL BUILDERS, INC. (hereinafter "RUSSELL") and various owners termed "ST. ANDREWS" (i.e., DuPage Properties, Inc., and Joe Jemsek) are the owners of certain real property planning to be annexed to the CITY OF WEST CHICAGO; and

WHEREAS, in connection with said property, RUSSELL, ST. ANDREWS and the CITY OF WEST CHICAGO will be installing an offsite 15" gravity sanitary sewer, force main, and lift stations ("Sewer") and 12" water main ("Water") along Route 59 approximately from 1,000 feet north of Route 64 to Meadowwood Subdivision at an estimated cost of $587,000 for the Sewer and $260,000 for the Water; and

WHEREAS, pursuant to Ch. 24, Para. 9-5-1 et. seq. of Ill.Rev.Stat. (1989 ed.), a subdivider may be reimbursed for the installation of water mains and sanitary sewers not in the subdivision or planned unit development; and

WHEREAS, it has been determined that said Sewer and Water will benefit other properties in the future which will be able to tie into the Sewer and Water and be benefitted thereby, said properties being described in Exhibit "A" (the "Benefitted Parcels"); and

WHEREAS, the current estimated cost of the offsite Sanitary and Water Main Improvements is described in Exhibit "C" attached hereto and made a part hereof; and

WHEREAS, RUSSELL has requested that the CITY OF WEST CHICAGO adopt this recapture ordinance to provide a fair and equitable basis for proportionate reimbursement of the costs of the Sewer and Water to the CITY, RUSSELL and ST. ANDREWS; and

WHEREAS, the parties installing said Water and Sewer facilities have relinquished some of their rights to recapture for Water and Sewer for various properties as hereinafter described. Those portions of the Benefitted Parcels described in Exhibit "D" (Family Property which includes the DuPage Golf Property, Jemsek Property, Wiant Road Property and Related Property) shall, for water and sanitary sewer service, be free of recapture for an aggregate of five hundred fifty (550) dwelling units or their equivalent ("Recapture Waivers") and a maximum of two hundred seventy-five (275) of the 550 dwelling units or their equivalent may be allocated to the properties other than the Wiant Road Properties, DuPage Golf Property and Jemsek

R91-145451

Property described in Exhibit "E". St. Andrews Golf and Country Club, Inc. or its successors or assignees shall have the sole discretion in determining the usage and allocation of such Recapture Waivers in accordance with the foregoing provisions. As to the properties described in Exhibit "D" (i.e., "Family Property"), the maximum number of years this Agreement shall be effective is thirty (30) years, the maximum annual interest rate is nine percent (9%) and the maximum aggregate amount of interest shall be eighty percent (80%).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST CHICAGO, in regular session assembled:

SECTION 1. That the recitals set forth above are incorporated as a part of this ordinance.

SECTION 2. That there is hereby established recapture reimbursement charges for connection to any part of the Sewer and Water constructed by RUSSELL for all property benefiting thereby. The amount of recapture shall be based on a per dwelling unit basis (or population equivalent where 1 dwelling unit equates to 3.5 P.E.) at an initial cost of $457.52/dwelling unit for Sewer and $202.65/dwelling unit for Water plus a 9 percent annualized interest adjustment for every year subsequent to the date of final acceptance by the CITY. The 9 percent interest adjustment shall be capped at eighty percent (80%) and no further interest shall accrue after that time. The properties upon which the recapture is based are shown on the attached sketch labeled Exhibit "A". The calculation for the recapture are shown on attached Exhibit "C".

SECTION 3. The amount of recapture as determined by the City Engineer shall be paid prior to a permit being issued for connection to the Sewer or Water.

SECTION 4. The CITY OF WEST CHICAGO'S sole responsibility under the terms and conditions of this ordinance is to remit any recapture funds, if and when received, to RUSSELL and ST. ANDREWS or its successor in interest. As agreed, the CITY shall retain 6.8 percent of all recapture charges for the Sewer and RUSSELL shall receive 85.2 percent and ST. ANDREWS shall receive the remaining 8.0 percent. For the recapture on the Water RUSSELL is to receive 100 percent of the recapture.

SECTION 5. The service area may be expanded to include areas beyond the boundaries shown in Exhibit "A" with

R91-145451

FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER

possible connections to the area shown in Exhibit "B". In this event, the recapture charge in Section 2 and percentage in Section 4 of this agreement shall be recalculated by the City Engineer to reflect the additional units included in the expanded service area and agreed to by the parties (i.e., RUSSELL and ST. ANDREWS).

SECTION 6. In the event the actual cost is other than shown, a revised Exhibit "C" shall be prepared and appended to the agreement; provided, however, any increase shall require the approval of CITY and ST. ANDREWS. In no event shall ST. ANDREWS be required to contribute more than $50,000 to the initial cost of constructing the 15-inch main from Route 64 to Route 59 and the cost of oversizing from a 12-inch main to a 15-inch main.

SECTION 7. All ordinances or parts thereof in conflict with this ordinance are hereby repealed.

SECTION 8. This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form.

PASSED this 21 day of October, 1991.

Alderman L. Mitchell	Abs	Alderman S. Lakics	Y
Alderman R. Blacklidge	Y	Alderman T. Merrion	Y
Alderman C. Perry	Y	Alderman E. Wind	Y
Alderman J. Michnick	Y	Alderman J. Taylor	Y

APPROVED as to form:

City Attorney

APPROVED this 22 day of October, 1991.

Mayor

ATTEST:

City Clerk

PUBLISHED: 10/25/91

R91-145451

FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER

APPROVAL

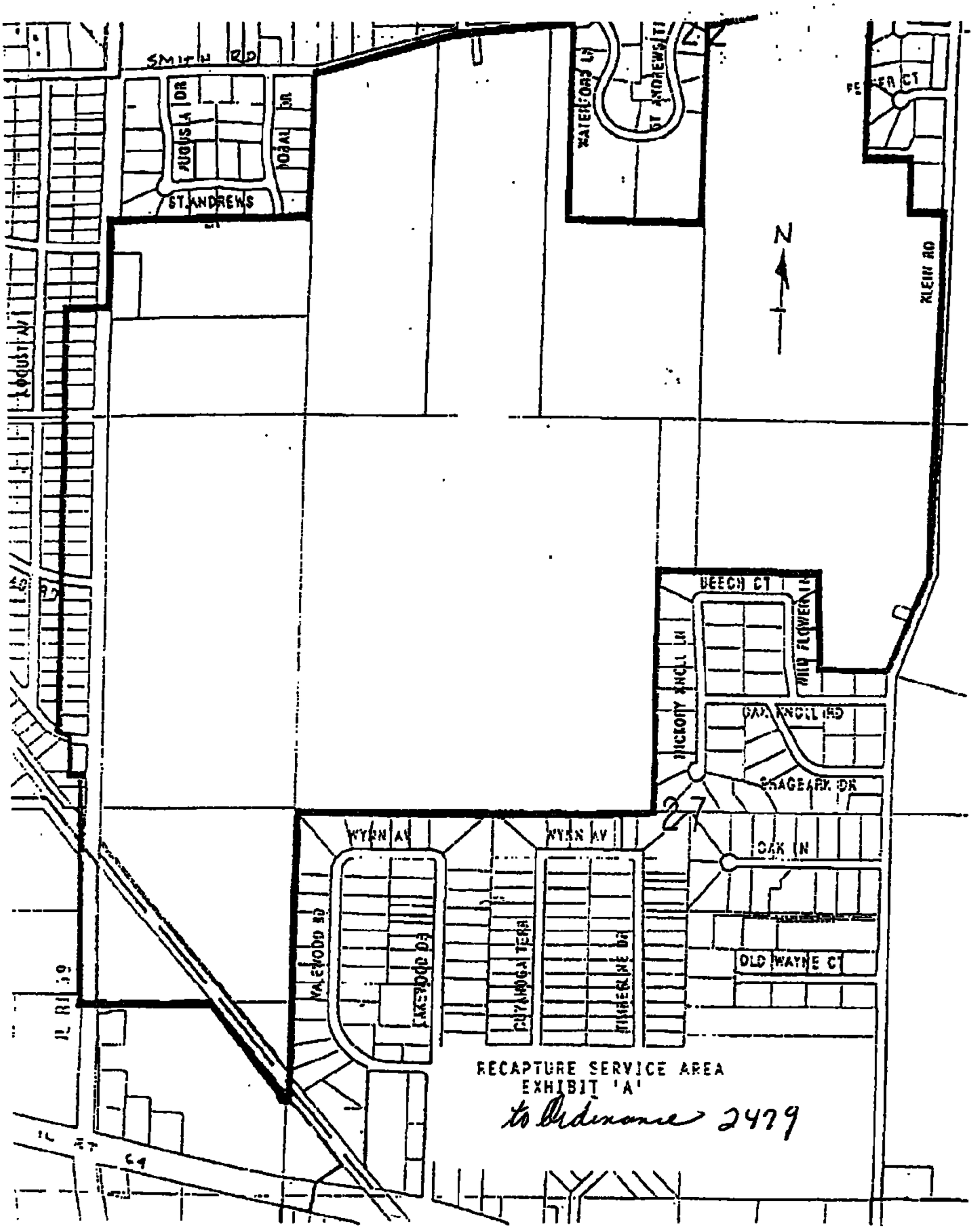
R. RUSSELL BUILDERS, INC. (hereinafter "RUSSELL") hereby approves the above ordinance and agrees and understands it shall take the place of and be in lieu of any other obligation of the CITY regarding payment of recapture for water or sewer and specifically supersedes the agreement of the CITY described in the Annexation Agreement dated December 17, 1990 between the City of West Chicago and the West Chicago State Bank as Trustee under Trust Number 1 and R. Russell Builders, Inc. RUSSELL further represents and warrants to DuPage Golf Properties, Inc. and Joe Jemsek that it is the current sole owner of record of the subject realty described in the Annexation Agreement dated December 17, 1990 and has the sole power and authority to execute this approval and bind the land.

R. RUSSELL BUILDERS, INC.

By: _____

R91-145451

FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER


SMITH RD
AUGUSTA DR
NORAL DR
ST ANDREWS
WATERFORD LN
ST ANDREWS CT
N
KLEIN RD
BEECH CT
WILD FLOWER LN
HICKORY KNOLL LN
OAK KNOLL RD
SAGEBRK DR
WYEN AV
WYEN AV
OAK LN
OLD WAYNE CT
WALNWOOD RD
WALNWOOD RD
CUYAHOGA TERR
RIDGEFIELD DR
RECAPTURE SERVICE AREA
EXHIBIT 'A'
to Ordinance 2479

R91-145451

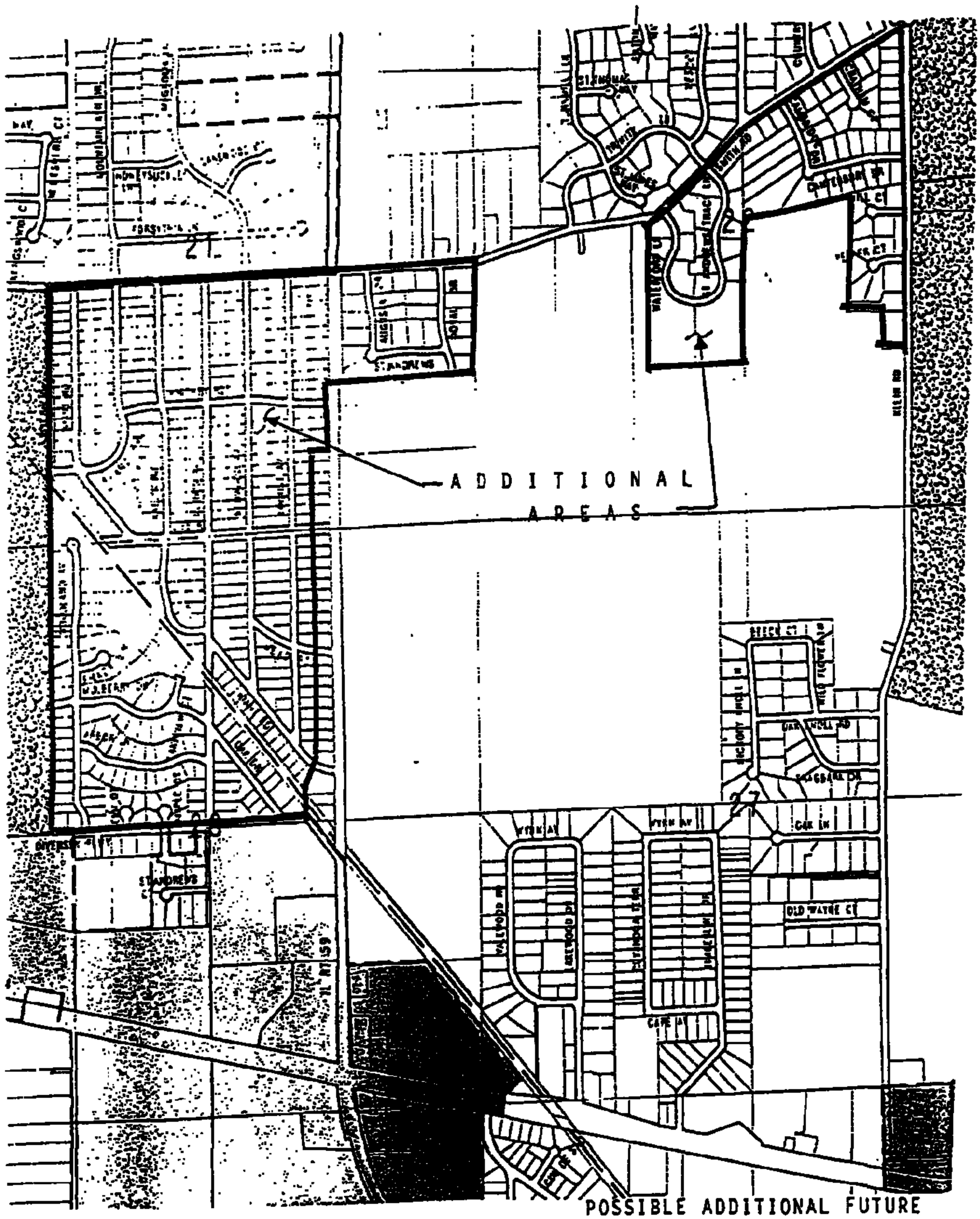


Exhibit B
Ordinance 2479

R91-145451

EXHIBIT "C"

Ordinance 2474

ESTIMATE RECAPTURE RATES

FOR MEADOWWOOD OFFSITE SANITARY & WATERMAIN

RECAPTURE SERVICE AREA

Lots on west side of Route 59	27 lots
Meadowwood Subdivision	116 lots
St. Andrews	1100 units
Pinns Property	40 units
Total	1283 units

OFFSITE SANITARY SEWER AND LIFT STATION
OVERSIZING COSTS

<u>Cost paid by Ron Russell</u>			
a) Design & Construction Engineering	$25,000		
b) 8" Sanitary Sewer (7320 ft)	$430,000		
c) 4" Forcemain (3650 ft)	$ 45,000		
Subtotal	$500,000		$500,000
<u>Cost paid by City</u>			
a) Oversizing sewer from 8" to 12" (7,320 ft x $3.30 x 1.1)	$26,572		
b) Oversizing forcemain from 4" to 6" (3650 ft x $1.08 x 1.1)	$ 4,336		
c) 180 ft of 8" @ $40.00/ft + $1,900 for manhole	$ 9,100		
Subtotal	$40,008	say	$ 40,000
<u>Cost paid by St. Andrews</u>			
a) Replacing 340' of 12" sewer with 15"	$20,400		
b) Oversizing sewer from 12" to 15" (7,320 ft x $3.30 x 1.1)	$26,572		
Subtotal	$46,972	say	$47,000
Total			$587,000

Cost/Unit $587,000/1283 units = $457.52/unit

Ron Russell	Recapture - 85.2%	$389.81/Unit
St. Andrews	Recapture - 8.0%	$ 36.60/Unit
City of West Chicago	Recapture - 6.8%	$ 31.11/Unit

OFFSITE WATERMAIN COST

a) Design & Construction Engineering	$ 10,000
b) 12" watermain (8840 feet)	$250,000
Total	$260,000

Cost/Unit $260,000/1283 units = $202.65/unit

Ron Russell - Recapture 100% - $202.65/unit

R91-14545

EXHIBIT "D" TO RECAPTURE ORDINANCE Ordinance 2479

DUPAGE GOLF PROPERTY:

THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION TWENTY-EIGHT (28) TOWNSHIP FORTY (40) NORTH, RANGE NINE (9) EAST OF THE THIRD PRINCIPAL MERIDIAN ALSO THE SOUTH 10.17 CHAINS OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION TWENTY-ONE (21), TOWNSHIP FORTY (40) NORTH, RANGE NINE (9) EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE NORTHWEST QUARTER OF SECTION TWENTY-SEVEN, TOWNSHIP FORTY (40) NORTH, RANGE NINE (9) EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE EAST 16 RODS THEREOF, IN WAYNE TOWNSHIP, DU PAGE COUNTY, ILLINOIS.

P.I.N. 01-28-207-001
01-21-406-005
01-27-100-001

JEMSEK PROPERTY:

THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS ORIGINALLY CONVEYED BY DEEDS RECORDED IN BOOK 89, PAGE 43 AND IN BOOK 90, PAGE 47 OF THE DUPAGE COUNTY RECORDER'S OFFICE AND MORE PARTICULARLY DESCRIBED BY COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 28 FOR A PLACE OF BEGINNING AND RUNNING THENCE SOUTH ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER 1800.87 FEET TO THE NORTH EASTERLY LINE OF A TRACT CONVEYED TO WESTERN UNITED GAS AND ELECTRIC COMPANY BY WARRANTY DEED RECORDED AS DOCUMENT 202408 IN THE SAID RECORDER'S OFFICE; THENCE NORTH 39 DEGREES 38 MINUTES WEST ALONG THE NORTHEASTERLY LINE OF SAID WESTERN UNITED GAS AND ELECTRIC COMPANY'S TRACT, 579.86 FEET TO A POINT IN THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SAID SOUTHEAST QUARTER OF SECTION 28; THENCE SOUTH 88 DEGREES 27 MINUTES WEST ALONG THE SAID SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTH EAST QUARTER 951.88 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 0 DEGREES 2 MINUTES EAST ALONG THE WEST LINE OF THE EAST HALF OF SAID SOUTHEAST QUARTER 1341.6 FEET TO THE NORTHWEST CORNER OF THE SAID EAST HALF OF THE SOUTHEAST QUARTER; THENCE NORTH 88 DEGREES 20 MINUTES EAST ALONG THE NORTH LINE OF THE SAID SOUTHEAST QUARTER OF SECTION 28, 1321.1 FEET TO THE PLACE OF BEGINNING (EXCEPTING THEREFROM THE AREA OF THE RIGHT OF WAY OF THE AURORA, ELGIN AND CHICAGO RAILROAD COMPANY, AS CONVEYED BY A DEED RECORDED AS DOCUMENT 75033 IN THE RECORDER'S OFFICE OF DUPAGE COUNTY AND ALSO EXCEPTING THEREFROM THE AFORESAID WESTERN UNITED GAS AND ELECTRIC COMPANY'S TRACT, AND ALSO EXCEPTING THEREFROM THAT PART HERETOFORE DEDICATED FOR PUBLIC HIGHWAY PURPOSES (ILLINOIS ROUTE 59), ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 01-28-403-005
-010
-011

R91-145451

Ordinance 2479

EXHIBIT "D" TO RECAPTURE ORDINANCE (Continued)

WIANT ROAD PROPERTY:

A. PARCEL 1

LOTS 220, 221, 222 AND 223 IN COMPOSITE PLAT OF ROBERT BARTLETT'S OAK MEADOWS SUBDIVISION UNIT 1, AND RESUBDIVISION THEREOF IN PART, BEING A PART OF THE SOUTH EAST 1/4 OF SECTION 21 AND THE NORTH EAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 21, 1953 AS DOCUMENT 683087, IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 01-28-205-029
-028
-016
-015

B. PARCEL 2

LOTS 224 AND 225 IN COMPOSITE PLAT OF ROBERT BARTLETT'S OAK MEADOWS SUBDIVISION UNIT 1, AND RESUBDIVISION THEREOF IN PART, BEING A PART OF THE SOUTH EAST 1/4 OF SECTION 21 AND THE NORTH EAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 21, 1953 AS DOCUMENT 683087, IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 01-28-205-013
-014

RELATED PROPERTY:

A. PARCEL 1

THAT PART OF THE WEST 1/2 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE CENTER OF SAID SECTION 22 AND RUNNING THENCE SOUTH 1 DEGREES 27 MINUTES 20 SECONDS WEST ALONG THE EAST LINE OF THE SOUTH WEST 1/4 OF SAID SECTION 22, 1345.98 FEET FOR A POINT OF BEGINNING: THENCE CONTINUING SOUTH 1 DEGREES 27 MINUTES 20 SECONDS WEST ALONG SAID EAST LINE 1322.70 FEET TO THE SOUTH EAST CORNER OF SAID SOUTH WEST 1/4; THENCE NORTH 89 DEGREES 39 MINUTES 10 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTH WEST 1/4, 1071.54 FEET: THENCE NORTH 1 DEGREES 27 MINUTES 20 SECONDS EAST, 2680.81 FEET TO THE CENTER LINE OF SMITH ROAD; THENCE NORTH 83 DEGREES 33 MINUTES 09 SECONDS EAST ALONG SAID CENTER LINE, 137.60 FEET; THENCE SOUTH 1 DEGREES 27 MINUTES 20 SECONDS WEST, 1356.30 FEET; THENCE SOUTH 88 DEGREES 32 MINUTES 40 SECONDS EAST, 935.05 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 01-22-301-005

R91-145451

Ordinance 2479

EXHIBIT "D" TO RECAPTURE ORDINANCE (Continued)

B. PARCEL 2

THE WEST 795.65 FEET, AS MEASURED ON THE SOUTH LINE, OF THE FOLLOWING DESCRIBED TRACT: THAT PART OF THE WEST 1/2 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE SOUTH EAST CORNER OF THE SOUTH WEST 1/4 OF SAID SECTION 22 AND RUNNING THENCE NORTH 89 DEGREES 39 MINUTES 12 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SOUTH WEST 1/4, 1071.54 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 39 MINUTES 12 SECONDS WEST ALONG SAID SOUTH LINE, 1561.05 FEET TO THE SOUTH WEST CORNER OF SAID SOUTH WEST 1/4; THENCE NORTH 1 DEGREE 32 MINUTES 49 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTH WEST 1/4, 2365.36 FEET TO THE CENTER LINE OF SMITH ROAD; THENCE NORTH 74 DEGREES 43 MINUTES 56 SECONDS EAST ALONG SAID CENTER LINE, 940.22 FEET TO AN ANGLE IN SAID CENTER LINE; THENCE NORTH 65 DEGREES 12 MINUTES 59 SECONDS EAST ALONG SAID CENTER LINE, 547.26 FEET TO AN ANGLE IN SAID CENTER LINE; THENCE NORTH 63 DEGREES 32 MINUTES 09 SECONDS EAST ALONG SAID CENTER LINE, 113.87 FEET; THENCE SOUTH 1 DEGREE 27 MINUTES 00 SECONDS WEST, PARALLEL WITH THE EAST LINE OF SAID WEST 1/2 OF SECTION 22, 2680.84 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 01-22-301-009

C. PARCEL 3

THAT PART OF THE WEST 1/2 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE SOUTH EAST CORNER OF THE SOUTH WEST 1/4 OF SAID SECTION 22 AND RUNNING THENCE NORTH 89 DEGREES, 39 MINUTES, 12 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTH WEST 1/4, 1,071.54 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES, 39 MINUTES, 12 SECONDS WEST ALONG SAID SOUTH LINE, 1,561.05 FEET TO THE SOUTH WEST CORNER OF SAID SOUTH WEST 1/4; THENCE NORTH 1 DEGREE 32 MINUTES 49 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTH WEST 1/4, 2365.36 FEET TO THE CENTER LINE OF SMITH ROAD; THENCE NORTH 74 DEGREES, 43 MINUTES, 56 SECONDS EAST ALONG SAID CENTER LINE, 940.22 FEET TO AN ANGLE IN SAID CENTER LINE; THENCE NORTH 65 DEGREES, 12 MINUTES, 59 SECONDS EAST ALONG SAID CENTER LINE, 547.26 FEET TO AN ANGLE IN SAID CENTER LINE; THENCE NORTH 63 DEGREES, 32 MINUTES, 09 SECONDS EAST ALONG SAID CENTER LINE, 113.87 FEET; THENCE SOUTH 1 DEGREE 27 MINUTES 00 SECONDS WEST, PARALLEL WITH THE EAST LINE OF SAID WEST 1/2 OF SECTION 22, 2680.84 FEET TO THE PLACE OF BEGINNING, (EXCEPT THE WEST 795.65 FEET, AS MEASURED ON THE SOUTH LINE) IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 01-22-301-006
-007
-010

R91-11545

Ordinance 2479

EXHIBIT "D" TO RECAPTURE AGREEMENT (Continued)

D. PARCEL 4

THAT PART OF THE EAST 1/2 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY BEGINNING AT THE SOUTH WEST CORNER OF SAID EAST 1/2 AND RUNNING THENCE NORTH 01 DEGREE 24 MINUTES 47 SECONDS EAST ALONG THE WEST LINE OF SAID EAST 1/2, 2668.55 FEET TO THE SOUTH WEST CORNER OF BRANIGAR'S WAYNE CENTER UNIT NO. 3 (RECORDED AS DOCUMENT R67-12399); THENCE NORTH 80 DEGREES 03 MINUTES 40 SECONDS EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION, 1015.41 FEET TO AN ANGLE POINT; THENCE NORTH 84 DEGREES 33 MINUTES 35 SECONDS EAST ALONG SAID SOUTH LINE, 345.52 FEET TO THE CENTER OF KLEIN ROAD; THENCE SOUTH 01 DEGREE 59 MINUTES 37 SECONDS WEST ALONG SAID CENTER LINE, 2555.79 FEET TO THE SOUTH LINE OF SAID SECTION; THENCE NORTH 89 DEGREES 03 MINUTES 14 SECONDS WEST ALONG SAID SOUTH LINE, 1602.83 FEET TO THE POINT OF BEGINNING, (EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY: THAT PART OF THE EAST 1/2 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH WEST CORNER OF SAID EAST 1/2; THENCE NORTH 01 DEGREE 24 MINUTES 47 SECONDS EAST, 2668.55 FEET, RECORDED DISTANCE (2668.90 FEET MEASURED DISTANCE), ALONG THE WEST LINE OF SAID EAST 1/2 TO THE SOUTH WEST CORNER OF BRANIGAR'S WAYNE CENTER UNIT NO. 3 (RECORDED AS DOCUMENT R67-12399), SAID SOUTH WEST CORNER BEING THE CENTER OF AFORESAID SECTION 22; THENCE EASTERLY 1067.42 FEET ALONG THE SOUTH LINE OF SAID SUBDIVISION TO THE POINT OF BEGINNING; THENCE CONTINUING EASTERLY 243.89 FEET TO AN ANGLE POINT ON THE SOUTH LINE OF SAID SUBDIVISION; THENCE CONTINUING EASTERLY 346.92 FEET ALONG THE SOUTH LINE OF SAID SUBDIVISION TO THE CENTER OF KLEIN ROAD; THENCE SOUTHERLY ALONG THE CENTER LINE OF KLEIN ROAD, FORMING AN ANGLE TO THE LEFT OF 82 DEGREES 41 MINUTES 09 SECONDS WITH THE LAST DESCRIBED COURSE, 1173.37 FEET; THENCE WESTERLY AT A RIGHT ANGLE TO THE CENTER LINE OF KLEIN ROAD, 582.66 FEET; THENCE NORTHERLY AT A RIGHT ANGLE TO THE LAST DESCRIBED COURSE, 1078.54 FEET TO THE POINT OF BEGINNING,) ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 01-22-400-010
-011

R91-145451

EXHIBIT "E" TO RECAPTURE ORDINANCE Ordinance 2479

DUPAGE GOLF PROPERTY

THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION TWENTY-EIGHT (28) TOWNSHIP FORTY (40) NORTH, RANGE NINE (9) EAST OF THE THIRD PRINCIPAL MERIDIAN ALSO THE SOUTH 10.17 CHAINS OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION TWENTY-ONE (21), TOWNSHIP FORTY (40) NORTH, RANGE NINE (9) EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE NORTHWEST QUARTER OF SECTION TWENTY-SEVEN, TOWNSHIP FORTY (40) NORTH, RANGE NINE (9) EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE EAST 16 RODS THEREOF, IN WAYNE TOWNSHIP, DU PAGE COUNTY, ILLINOIS.

P.I.N. 01-28-207-001
01-21-406-005
01-27-100-001

JEMSEK PROPERTY

THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS ORIGINALLY CONVEYED BY DEEDS RECORDED IN BOOK 89, PAGE 43 AND IN BOOK 90, PAGE 47 OF THE DUPAGE COUNTY RECORDER'S OFFICE AND MORE PARTICULARLY DESCRIBED BY COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 28 FOR A PLACE OF BEGINNING AND RUNNING THENCE SOUTH ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER 1800.87 FEET TO THE NORTH EASTERLY LINE OF A TRACT CONVEYED TO WESTERN UNITED GAS AND ELECTRIC COMPANY BY WARRANTY DEED RECORDED AS DOCUMENT 202408 IN THE SAID RECORDER'S OFFICE; THENCE NORTH 39 DEGREES 38 MINUTES WEST ALONG THE NORTHEASTERLY LINE OF SAID WESTERN UNITED GAS AND ELECTRIC COMPANY'S TRACT, 579.86 FEET TO A POINT IN THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SAID SOUTHEAST QUARTER OF SECTION 28; THENCE SOUTH 88 DEGREES 27 MINUTES WEST ALONG THE SAID SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTH EAST QUARTER 951.88 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 0 DEGREES 2 MINUTES EAST ALONG THE WEST LINE OF THE EAST HALF OF SAID SOUTHEAST QUARTER 1341.6 FEET TO THE NORTHWEST CORNER OF THE SAID EAST HALF OF THE SOUTHEAST QUARTER; THENCE NORTH 88 DEGREES 20 MINUTES EAST ALONG THE NORTH LINE OF THE SAID SOUTHEAST QUARTER OF SECTION 28, 1321.1 FEET TO THE PLACE OF BEGINNING (EXCEPTING THEREFROM THE AREA OF THE RIGHT OF WAY OF THE AURORA, ELGIN AND CHICAGO RAILROAD COMPANY, AS CONVEYED BY A DEED RECORDED AS DOCUMENT 75033 IN THE RECORDER'S OFFICE OF DUPAGE COUNTY AND ALSO EXCEPTING THEREFROM THE AFORESAID WESTERN UNITED GAS AND ELECTRIC COMPANY'S TRACT, AND ALSO EXCEPTING THEREFROM THAT PART HERETOFORE DEDICATED FOR PUBLIC HIGHWAY PURPOSES (ILLINOIS ROUTE 59), ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 01-28-403-005
-010
-011

R91-145451

Ordinance 2479

EXHIBIT "E" TO RECAPTURE ORDINANCE
(continued)

WIANT ROAD PROPERTY

A. PARCEL 1

LOTS 220, 221, 222 AND 223 IN COMPOSITE PLAT OF ROBERT BARTLETT'S OAK MEADOWS SUBDIVISION UNIT 1, AND RESUBDIVISION THEREOF IN PART, BEING A PART OF THE SOUTH EAST 1/4 OF SECTION 21 AND THE NORTH EAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 21, 1953 AS DOCUMENT 683087, IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 01-28-205-029
-028
-016
-015

B. PARCEL 2

LOTS 224 AND 225 IN COMPOSITE PLAT OF ROBERT BARTLETT'S OAK MEADOWS SUBDIVISION UNIT 1, AND RESUBDIVISION THEREOF IN PART, BEING A PART OF THE SOUTH EAST 1/4 OF SECTION 21 AND THE NORTH EAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 21, 1953 AS DOCUMENT 683087, IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 01-28-205-013
-014

R91-145451

STATE OF ILLINOIS)
COUNTY OF DUPAGE)

CERTIFICATE

I, Nancy Smith, Certify that I am the duly elected and acting City Clerk of the City of West Chicago, DuPage, County, Illinois.

I further certify that on October 21, 1991, the Corporate Authorities of such municipality passed and approved Ordinance No. 2479, entitled

AN ORDINANCE PROVIDING FOR RECAPTURE
IN REFERENCE TO MEADOWWOOD SUBDIVISION
OFFSITE SANITARY AND WATER MAIN IMPROVEMENTS

Which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 2479, including the Ordinance and a cover sheet thereof was prepared, and a copy of such Ordinance posted in the municipal building, commencing on October 28, 1991, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the Office of the City Clerk.

Dated at West Chicago, Illinois this 4th day of November, 1991.

SEAL

Nancy M. Smith
City Clerk

Published: 10-28-91

Liquor License# 7494

issued to

ST. ANDREWS GOLF COURSE AND COUNTRY CLUB
3N441 IL ROUTE 59., West Chicago, IL 60185

Permission is hereby given to sell alcoholic liquor under the provision of a Class "B-4" Liquor License in said City from the 21st day of October A.D. 2008, until the 30th day of April A.D. 2009, at 12 Midnight subject to the Ordinances of said City in such cases made and provided and to revocation by the Mayor thereof at any time at his discretion.

issued by

City of West Chicago, DuPage County, Illinois

October 21, 2008

WITNESS the hand of the Mayor of said City and the Corporate Seal thereof this 21st day of October A.D. 2008

Phil B Kwasman

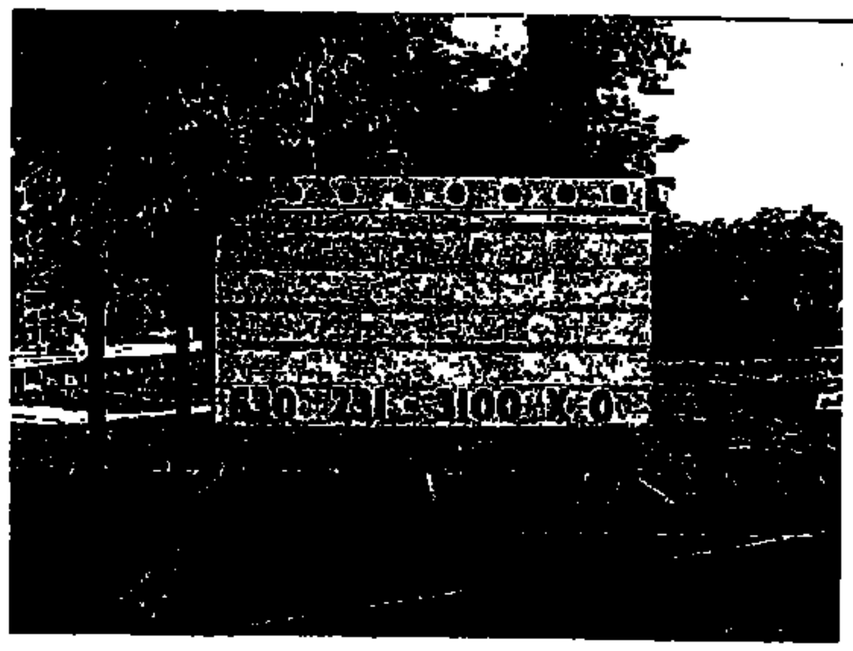
Mayor

FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER

EXHIBIT P

portable sign–overall ground to top 8' 4" X 10'

actual–5' x 10'



highway sign–overall ground to top 16' x 32'

actual sign–10' x 32'

entrance sign–overall post to post– 11' 1" x 6'

actual–3' 5" x 7'

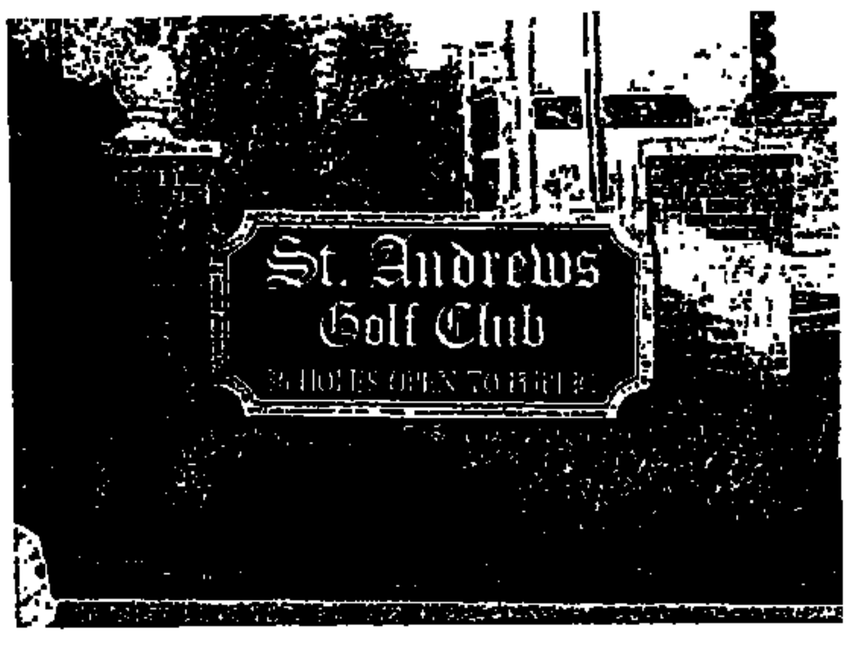


EXHIBIT Q

ORDINANCE NO. 08-O-0077

AN ORDINANCE ADOPTING A CERTAIN AMENDMENT TO THE COMPREHENSIVE PLAN OF THE CITY OF WEST CHICAGO – ST. ANDREWS GOLF AND COUNTRY CLUB

WHEREAS, on or about March 13, 2008, St. Andrews Golf and Country Club, Inc., and Gerard J. Hinckley and Marianne Hinckley Trust dated October 17, 2005, as owners of the St. Andrews Golf and Country Club (the "APPLICANTS"), filed an application for a comprehensive plan amendment for property legally described on Exhibits "A" and "B" attached hereto and incorporated herein (the "SUBJECT REALTY") to change the land use designation for portions of the SUBJECT REALTY from Regional Open Space to Single Family Residential and Commercial; and,

WHEREAS, the City Council has determined that proper and comprehensive planning is necessary to make adequate provisions for the growth being experienced within and adjacent to the City; and,

WHEREAS, 65ILCS 5/11-12-5, entitles Illinois municipalities to adopt comprehensive plans, making provisions for, among other things, the following:

A. Establishing reasonable standards of design for subdivisions and for resubdivisions of unimproved land and areas subject to redevelopment in respect to public improvements as therein defined; and,

B. Establishing reasonable requirements governing the location, width, course and surfacing of public streets, highways, alleys, ways for public service facilities, curbs, gutters, sidewalks, street lights, parks, playgrounds, school grounds, size of lots to be used for residential purposes, storm water drainage, water supply and distribution, sanitary sewers and sewage collection and treatment; and,

C. To design land suitable for annexation to the municipality and the recommended zoning classification for such land upon annexation; and,

WHEREAS, the City Council has previously adopted a Comprehensive Plan pertaining to the entire corporate limits of the City and territory contiguous thereto; and,

WHEREAS, the City Council has determined that said amendment to the City of West Chicago Comprehensive Plan is in the best interest of the City; and,

WHEREAS, Notice of Public Hearing on the proposed amendment to the Comprehensive Plan was published in the Daily Herald on or about Tuesday, August 26, 2008, all as required by the ordinances of the City of West Chicago and the statutes of the State of Illinois; and,

FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER

WHEREAS, a Public Hearing was conducted by the Plan Commission/Zoning Board of Appeals of the City of West Chicago on the proposed amendment to the Comprehensive Plan, commencing on Tuesday, September 16, 2008, all in accordance with the statutes of the State of Illinois; and,

WHEREAS, at the Public Hearing, the APPLICANTS provided testimony in support of its application, and all interested parties had an opportunity to be heard; and,

WHEREAS, the corporate authorities of the City of West Chicago have reviewed the proposed amendment to the Comprehensive Plan and the recommendation of the Plan Commission/Zoning Board of Appeals together which contains specific findings of fact, pursuant to Recommendation No. 1121, a copy of which is attached hereto as Exhibit "C" respectively, which is, by this reference, incorporated herein.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of West Chicago, Du Page County, Illinois, in regular session assembled, as follows:

Section 1. That the Comprehensive Plan of the City of West Chicago be and the same is hereby amended so as to amend the designation of the SUBJECT REALTY legally described in Exhibit "A" from Regional Open Space to Single Family Residential.

Section 2. That the Comprehensive Plan of the City of West Chicago be and the same is hereby amended so as to amend the designation of the SUBJECT REALTY legally described in Exhibit "B" from Regional Open Space to Commercial.

Section 3. That the City Clerk of the City of West Chicago is hereby directed to file with the Recorder of Deeds of DuPage County, Illinois, a Notice of Adoption of Amendment to the Comprehensive Plan of the City of West Chicago in the form attached hereto as Exhibit "D" and by this reference, incorporated herein.

Section 4. That this amendment to the Comprehensive Plan shall become effective ten (10) days from and after the Notice of Adoption of Amendment has been recorded as required by 65 ILCS 5/11-12-7.

Section 5. That the recommendation of the Plan Commission/ Zoning Board of Appeals previously incorporated herein as Exhibit "C" be and the same are hereby adopted as the findings of fact of the City Council.

Section 6. That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

Section 7. That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER

PASSED this 20th day of October 2008.

Alderman L. Chassee	Aye	Alderman J. Beifuss	Aye
Alderman H.R. Monroe	Aye	Alderman J. Smith	Abstain
Alderman R. Radkiewicz	Aye	Alderman R. Pineda	Absent
Alderman S. Dimas	Aye	Alderman A. Murphy	Aye
Alderman G. Bunch	Aye	Alderman J. Gianforte	Aye
Alderman N. Connelly	Aye	Alderman R. Stout	Aye
Alderman N. Dzierzanowski	Aye	Alderman M. Fuesting	Aye
Mayor Kwasman			

APPROVED as to form: _____
City Attorney

APPROVED this 20th day of October 2008.

_____
Mayor, Michael B. Kwasman

ATTEST:

_____
City Clerk, Nancy M. Smith

PUBLISHED: _____

FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER

EXHIBIT "A"
ORDINANCE 08-O-0077

Legal description for the portion of the SUBJECT REALTY to be designated as Single Family Residential

A PART OF THE SOUTHEAST QUARTER OF SECTION OF 21, PART OF THE SOUTHWEST QUARTER OF SECTION 22, PART OF THE NORTHWEST QUARTER OF SECTION 27 AND PART OF THE NORTHEAST QUARTER OF SECTION 28, ALL IN TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS, MORE PARTICULLARLY DESCRIBED AS FOLLOWS:

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28, EXCEPT THAT PART OF ILLINOIS STATE ROUTE 59 RIGHT OF WAY, AS MONUMENTED AND OCCUPIED, PER DOCUMENT R94-044792.

ALSO, THE SOUTH 10.17 CHAINS OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 21, EXCEPT THAT PART OF ILLINOIS STATE ROUTE 59 RIGHT OF WAY, AS MONUMENT AND OCCUPIED, PER DOCUMENT R94-044792.

ALSO, PARCELS ONE AND TWO OF ST. ANDREWS ASSESEMENT PLAT, OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 22, PER DOCUMENT R92-011782.

ALSO, THE NORTHWEST QUARTER OF SAID SECTION 27, EXCEPT THE EAST 16 RODS FEET THEREOF, ALSO EXCEPTING THE SOUTH 310 FEET OF SAID NORTHWEST QUARTER (EXCEPT THE EAST 16 RODS THEREFROM), AND ALSO EXCEPTING THE WEST 310 FEET OF THE EAST 574 FEET, (EXCEPT THE NORTH 715 FEET AND THE SOUTH 310 THEREFROM).

ALSO, THE SOUTH 310 FEET OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE EAST 16 RODS THEREFROM, AND THE WEST 310 FEET OF THE EAST 574 FEET RODS (EXCEPT THE NORTH 715 FEET AND THE SOUTH 310 FEET THEREFROM), IN DUPAGE COUNTY ILLINOIS.

P.I.N.'s: 01-21-406-005, 01-22-301-026, 01-22-301-027, 01-27-100-001, and 01-28-207-002

FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER

EXHIBIT "B"
ORDINANCE 08-O-0077

Legal description for the portion of the SUBJECT REALTY to be designated as Commercial

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF ILLINOIS STATE ROUTE 59 RIGHT OF WAY, AS MONUMENT AND OCCUPIED, PER DOCUMENT R94-044792, AND EXCEPT THE EAST 310 OF THE SOUTH 310 FEET OF SAID SOUTHEAST QUARTER QUARTER), IN DUPAGE COUNTY, ILLINOIS.

ALSO, THE EAST 310 FEET OF THE SOUTH 310 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY ILLINOIS.

ALSO, THAT PART OF THE NORTHEAST QUARTER QUARTER AND SOUTHEAST QUARTER QUARTER, BOTH OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE A TRACT OF LAND CONVEYED TO WESTERN UNITED GAS AND ELECTRIC COMPANY, PER DOCUMENT 202408, EXCEPTING THEREFROM THAT PART OF ILLINOIS STATE ROUTE 59 RIGHT OF WAY, AS MONUMENT AND OCCUPIED, PER DOCUMENT R94-044792, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.'s: 01-27-100-001, 01-28-403-005 and 01-28-403-023

FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER

EXHIBIT "C"
RECOMMENDATION #1121
ORDINANCE 08-O-0077

TO: The Honorable Mayor and City Council

SUBJECT: PC 08-04
Proposed Amendments to the City's Comprehensive Plan
Regional Open Space to Single Family Residential and Commercial
St. Andrews Golf and Country Club

DATE: September 17, 2008

DECISION: The motion to approve the request as amended by the Plan Commission passed (6-0).

After review of the proposed Comprehensive Plan amendment, the Plan Commission/Zoning Board of Appeals recommends approval of the proposed amendment.

Respectfully submitted,

John Banas
Chairman

VOTE:

For	Absent	Against	Abstain
V. Barber	J. Hale		
S. Jarolin			
J. Warbiany			
B. Lemon			
J. Banas			
J. Posadzy			

FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER

EXHIBIT "D"
ORDINANCE 08-O-0077

NOTICE OF ADOPTION OF AN AMENDMENT TO THE COMPREHENSIVE PLAN-
CITY OF WEST CHICAGO

NOTICE is hereby given pursuant to 65 ILCS 5/11-12-7, that the City of West Chicago, DuPage County, Illinois, did on the 20th day of October, 2008, adopt Ordinance 08-O-0077 being "An Ordinance Adopting an Amendment to the Comprehensive Plan of the City of West Chicago." Said amendment is adopted pursuant to the authority given to the City of West Chicago pursuant to 65 ILCS 5/11-12-5 et. Seq.

After the requisite Notice having first been given, the Plan Commission of the City of West Chicago conducted a Public Hearing on the proposed amendment to the Comprehensive Plan, commencing on Tuesday, September 16, 2008. The Plan Commission forwarded its recommendation and the proposed amendment to the Comprehensive Plan to the City Council of the City of West Chicago on October 20, 2008. Copies of the Comprehensive Plan and the official map, as amended, are on file with the City Clerk of the City of West Chicago, 475 Main Street, West Chicago, Illinois, 60185.

FRED BUCHOLZ R2009-002980 DUPAGE COUNTY RECORDER

(3)

PLAT

FRED BUCHOLZ
Du Page County Recorder
421 North County Farm Road – Wheaton IL 60187
(630) 407-5400

PLAT
R2009-002980
JAN.09.2009
2:47 PM

DATE OF INSTRUMENT: 11/3/2008

☐ CASH
☐ CHECK

2346

DOCUMENT TYPE:

☐ SUBDIVISION
☒ ANNEXATION
☐ VACATION
☐ DEDICATION
☒ ORDINANCE
☐ EASEMENT
☐ DECLARATION
☐ RESOLUTION
☐ _____

TITLE: WEST CHGO, CITY OF

1ST PARTY:

2ND PARTY:

LEGAL DESCRIPTION: PT 1/4

SEC. 21+22 TWP. 40 RANGE 9

PIN NO. 01-2[redacted]-406-005 UNIT NO.

SEE ATTACHED ORD
PG 1

SUBMITTED BY: JEFF

ACCOMPANYING PAPERS: ORD 08-O-0073

☒ YES ☐ NO

BOOK –

PAGE –

NUMBER OF PAGES 1

MAIL TO: CITY OF WEST CHICAGO

Annexed Area = 233.747 Acres
Right of Way Area = 9.673 Acres
Net Area = 224.074 Acres

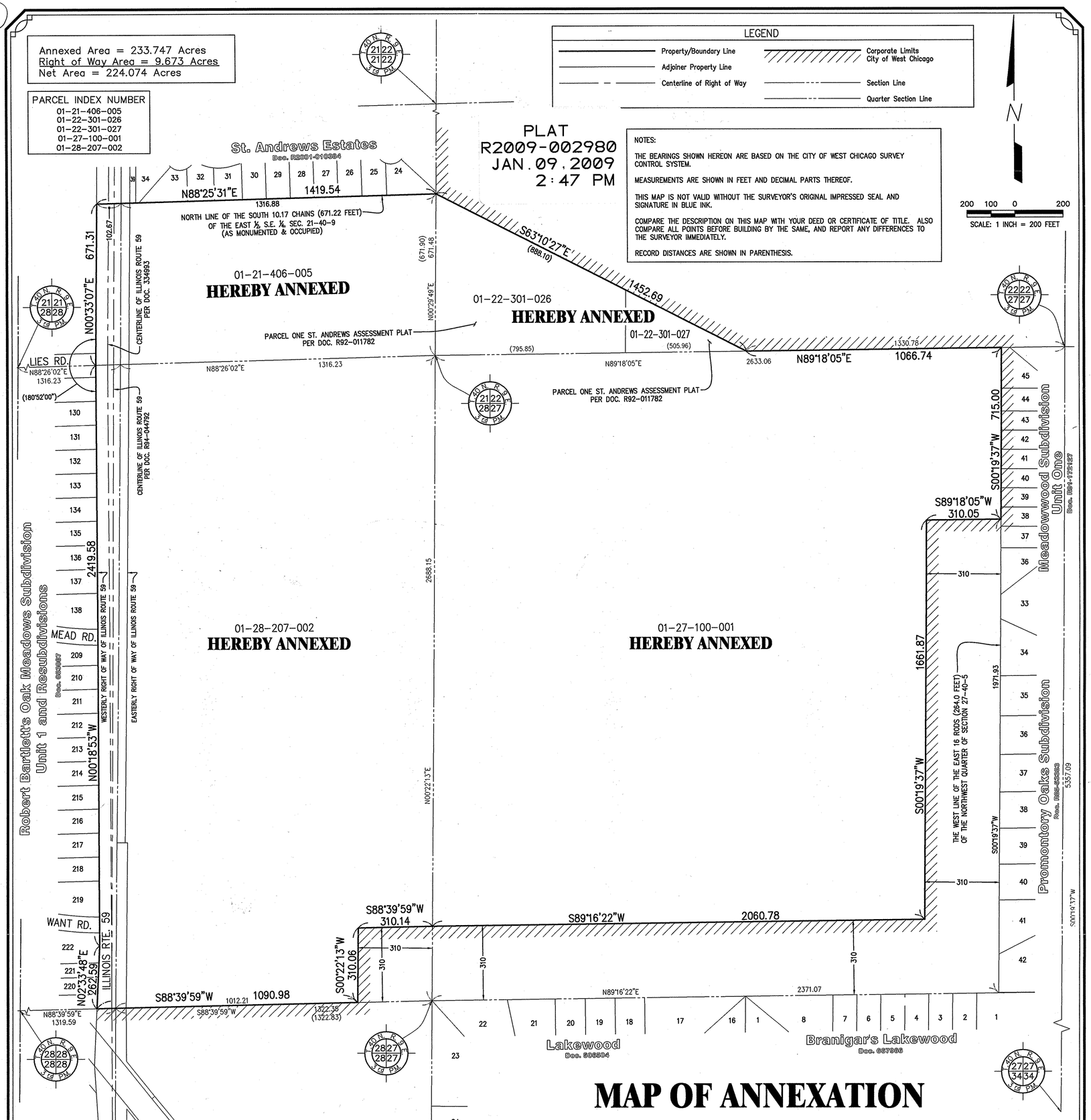
PARCEL INDEX NUMBER
01-21-406-005
01-22-301-026
01-22-301-027
01-27-100-001
01-28-207-002

PLAT
R2009-002980
JAN. 09. 2009
2:47 PM

LEGEND
Property/Boundary Line
Adjoiner Property Line
Centerline of Right of Way
Corporate Limits City of West Chicago
Section Line
Quarter Section Line

NOTES:
THE BEARINGS SHOWN HEREON ARE BASED ON THE CITY OF WEST CHICAGO SURVEY CONTROL SYSTEM.
MEASUREMENTS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
THIS MAP IS NOT VALID WITHOUT THE SURVEYOR'S ORIGINAL IMPRESSED SEAL AND SIGNATURE IN BLUE INK.
COMPARE THE DESCRIPTION ON THIS MAP WITH YOUR DEED OR CERTIFICATE OF TITLE. ALSO COMPARE ALL POINTS BEFORE BUILDING BY THE SAME, AND REPORT ANY DIFFERENCES TO THE SURVEYOR IMMEDIATELY.
RECORD DISTANCES ARE SHOWN IN PARENTHESIS.

SCALE: 1 INCH = 200 FEET



MAP OF ANNEXATION

A PART OF THE SOUTHEAST QUARTER OF SECTION OF 21, PART OF THE SOUTHWEST QUARTER OF SECTION 22, PART OF THE NORTHWEST QUARTER OF SECTION 27 AND PART OF THE NORTHEAST QUARTER OF SECTION 28, ALL IN TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 28 AND THAT PORTION OF ILLINOIS STATE ROUTE 59 LYING WEST OF THE WEST LINE OF SAID EAST HALF, EXCEPTING THE EAST 310 FEET OF THE SOUTH 310 FEET OF THE NORTHEAST QUARTER OF SAID SECTION 28.

ALSO, THE SOUTH 10.17 CHAINS OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 21 AND THAT PORTION OF ILLINOIS STATE ROUTE 59 LYING WEST OF THE WEST LINE OF SAID EAST HALF AND SOUTH OF THE EXTENDED NORTH LINE OF THE SOUTH 10.17 CHAINS OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 21.

ALSO, PARCELS ONE AND TWO OF ST. ANDREWS ASSESSMENT PLAT, OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 22, PER DOCUMENT R92-011782.

ALSO, THE NORTHWEST QUARTER OF SAID SECTION 27, EXCEPT THE EAST 16 RODS FEET THEREOF, ALSO EXCEPTING THE SOUTH 310 FEET OF SAID NORTHWEST QUARTER (EXCEPT THE EAST 16 RODS THEREFROM), AND ALSO EXCEPTING THE WEST 310 FEET OF THE EAST 574 FEET, (EXCEPT THE NORTH 715 FEET AND THE SOUTH 310 THEREFROM).

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS
COUNTY OF DU PAGE } s.s.

I, _____, COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED MAP.

GIVEN UNDER MY HAND AND SEAL AT WHEATON, DUPAGE COUNTY, ILLINOIS THIS ____ DAY OF _____, 2008.

COUNTY CLERK

DUPAGE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS
COUNTY OF DU PAGE } s.s.

THIS INSTRUMENT R2009-002980, WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DU PAGE COUNTY, ILLINOIS, ON THE 9th DAY OF JANUARY, 2009 AT ____ O'CLOCK P.M. AND WAS RECORDED IN BOOK ____ OF PLATS ON PAGE ____

Fred Buchholz
RECORDER OF DEEDS

For Details of this ORD 08-O-0073
See Doc. R09-2980

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS
COUNTY OF DU PAGE } s.s.

THIS IS TO CERTIFY THAT I, MICHAEL C. MCHENRY, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE PREPARED THIS MAP FOR THE PURPOSE OF ANNEXATION TO THE CITY OF WEST CHICAGO, ILLINOIS. THE MAP OF ANNEXATION DEPICTED HEREON IS BASED ON INFORMATION FROM SIDWELL COMPANY PARCEL MAPS AND DOCUMENTS PROVIDED BY THE OWNER/CLIENT OF THE DESCRIBED PROPERTY HEREON.

GIVEN UNDER MY HAND AND SEAL THIS 28TH DAY OF FEBRUARY, 2008.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3275
MY REGISTRATION EXPIRES ON NOVEMBER 30, 2008
PROFESSIONAL DESIGN FIRM LICENSE NUMBER 184-002975
EXPIRES APRIL 30, 2009

MICHAEL C. MCHENRY 035-003275 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS AURORA

Submitted by / Return to:
City of West Chicago
475 Main Street
West Chicago, IL 60185

OWNERS CERTIFICATE

STATE OF
COUNTY OF } s.s.

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS (ARE) THE LEGAL OWNER(S) OF THE LAND SHOWN AND DESCRIBED ON THE ANNEXED MAP, AND HAS (HAVE) CAUSED THE SAME TO BE SURVEYED AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH.

DATED THIS ____ DAY OF _____, 2008.

OWNER

NOTARY PUBLIC

STATE OF
COUNTY OF } s.s.

I, _____, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH LEGAL OWNER(S) HAS APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE SIGNED AND DELIVERED SAID INSTRUMENT AS A FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND NOTARIAL SEAL THIS ____ DAY OF _____, 2008.

_____ MY COMMISSION EXPIRES _____
NOTARY REPUBLIC

CITY OF WEST CHICAGO MAYOR AND CITY COUNCIL APPROVAL CERTIFICATE

STATE OF ILLINOIS
COUNTY OF DU PAGE } s.s.

MAYOR AND CITY COUNCIL OF THE CITY OF WEST CHICAGO, COUNTY OF DUPAGE, STATE OF ILLINOIS, HEREBY CERTIFY THAT THE SAID COUNCIL HAS DULY APPROVED THIS MAP OF ANNEXATION ATTACHED HERETO BY ORDINANCE NO. 08-O-0073 DULY AUTHENTICATED AS PASSED THIS 20th DAY OF October, 2008.

MAYOR

Nancy M. Smith
ATTEST: CITY CLERK

PREPARED BY:
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PH: 630.862.2100 FAX: 630.862.2199 E-Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO.: P FILE NAME: MAP OF ANNEX
DRAWN BY: MCM FLD. BK. / PG. NO.: 387/1
COMPLETION DATE: 01/14/08 JOB NO.: 736.002
PROJECT REFERENCE: N/A

02/28/08 – REVISED PER WEST CHICAGO REVIEW LETTER DATED FEB. 19, 2008

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