



Village of Gilberts

Village Hall: 87 Galligan Road, Gilberts, Illinois 60136

Ph. 847-428-2861 Fax: 847-428-2955

www.villageofgilberts.com

VILLAGE PLAN COMMISSION / ZBA MEETING AGENDA

Wednesday, February 12, 2020 - 7:00 p.m. - Village Hall Board Room

ORDER OF BUSINESS

- 1. CALL TO ORDER**
- 2. ROLL CALL / ESTABLISH QUORUM**
- 3. PUBLIC COMMENT***

Intended for public comment on issues not otherwise on this agenda, those comments offered when individual issues are discussed

4. ITEMS FOR APPROVAL

A. A Motion to approve Minutes from the November 13, 2019 Plan Commission Meeting.

5. PUBLIC HEARING ON A PROPOSED MAP AMENDMENT TO REZONE THE PROPERTY LOCATED AT 825 TYRRELL ROAD FROM THE R-1 AND C-1 ZONING DISTRICTS TO THE I-1 ZONING DISTRICT AND FOR A SPECIAL USE APPLICATION TO OPERATE A GOLF DRIVING RANT AND REFRESHMENT STAND ON THE PROPERTY

6. RECOMMENDATION TO THE VILLAGE BOARD CONCERNING A MAP AMENDMENT TO REZONE THE PROPERTY LOCATED AT 825 TYRRELL ROAD FROM THE R-1 AND C-1 ZONING DISTRICTS TO THE I-1 ZONING DISTRICT AND FOR A SPECIAL USE APPLICATION TO OPERATE A GOLF DRIVING RANT AND REFRESHMENT STAND ON THE PROPERTY AMENDMENT AND A SPECIAL USE APPLICATION

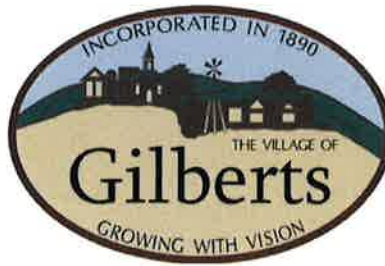
7. NEW BUSINESS

8. OTHER BUSINESS

9. ADJOURNMENT

***Public Comment Policy**

Anyone indicating a desire to speak during Public Comments portion of the Plan Commission Meeting will be acknowledged by the Commission Chairman. All remarks are to be addressed to the Commission Chairman and Board of Commissioners as a whole, not to any specific person(s). To ensure that everyone who wishes to speak has the opportunity to do so, please limit your comments to five minutes. Additional time may be granted at the discretion of the Commission Chairman. If you have written comments, please provide a copy to the Commission Chairman. If there are a number of individuals present to speak on the same topic, please designate a spokesperson that can summarize the issue. During Public Comments, the Commission Chairman, Commissioners and Staff will listen to comments and will not engage in discussion. The Commission Chairman or Commissioners may ask questions to better understand your concern, suggestion or request. Please direct any personnel concerns to the Village Administrator before or after the meeting. The Village of Gilberts complies with the Americans Disabilities Act (ADA). For accessibility Assistance, please contact the Village Clerk at the Village Hall, telephone number is 847-428-2861". Assistive services will be provided upon request.



**MINUTES FOR VILLAGE OF GILBERTS
PLAN COMMISSION/ZONING BOARD OF APPEALS MEETING
Village Hall: 87 Galligan Road, Gilberts, IL 60136
Meeting Minutes
Wednesday, November 13, 2019**

1. CALL TO ORDER

Chairman Mills called the meeting to order at 7:00 p.m.

2. ROLL CALL / ESTABLISH QUORUM

Village Clerk Courtney Baker called the roll. Roll call: Members present: Commissioners Page, Del Vecchio, Sullivan, Lateer, and Chairman Mills. Commissioners Borgardt and McHone were absent. Others present: Village Administrator Brian Bourdeau and Village Attorney Kurt Asprooth.

3. PUBLIC COMMENT

There were no public comments at this time.

4. ITEMS FOR APPROVAL

A. A Motion to approve Minutes from the August 28, 2019 Plan Commission Meeting.

A Motion was made by Commissioner Sullivan and seconded by Commissioner Lateer to Approve the Minutes from the August 18, 2019 Plan Commission Meeting. Roll call vote: Commissioners Page, Sullivan, Lateer and Chairman Mills voted Aye. Commissioner Del Vecchio abstained. 0-nays. Motion carried.

5. PUBLIC HEARING ON PORPOSED AMENDMENTS TO THE GILBERTS UNIFIED DEVELOPMENT ORDINANCE TO ESTABLISH REGULATIONS GOVERNING CANNABIS BUSINESS ESTABLISHMENTS

A Motion was made by Commissioner Del Vecchio and seconded by Commissioner Lateer to open the public hearing. Roll call vote: Commissioners Page, Del Vecchio, Sullivan, Lateer, and Chairman Mills voted Aye. 0-nays, 0-abstained. Motion carried.

Administrator Bourdeau advised the Commission that the Illinois General Assembly approved the Cannabis Regulation and Tax Act, and was signed by the Governor on June 25, 2019. The effective date of the legislation is January 1, 2020. The new law allows persons over the age of 21 to possess up to 30 grams of cannabis beginning January 1, 2020. At the August 13, 2019 Village Board meeting, a concept presentation was provided to the Board which outlined the Act and the various options going forward. Based upon that meeting, the Board has requested that the Plan Commission

consider and make recommendations relating to reasonable zoning regulations regarding cannabis businesses. By referring this issue to the Plan Commission, the Board is not expressing a view as to whether cannabis should or should not be legalized; the State of Illinois has already made that determination and the Village therefore has no authority prohibit the use of legal cannabis.

Attorney Asprooth presented a slideshow presentation to the Commission regarding the Cannabis Regulation and Tax Act and what the Act allows and does not allow. The Act provides municipalities with significant regulatory authority of recreational cannabis businesses, even outside of the State's licensing scheme, but municipalities cannot prohibit recreational cannabis use and possession all together. The Act also allows local governments to "opt-out" by adopting ordinances that prohibit or significantly limit a cannabis business establishment's location. Home rule and non-home rule municipalities can impose a local tax on dispensaries. Rate of tax can be a max of 3% of gross receipts from sales of cannabis, imposed in .25% increments. State collects, retains 1.5% of amount distributed to municipalities.

Administrator Bourdeau asked the Commission to provide a recommendation on the following considerations as provided in Attorney Asprooth's presentation. The Commission members came to a consensus that cannabis dispensaries and craft growers should be permitted in the Village. The Plan Commission viewed dispensaries in a similar fashion to a retail establishment and therefore felt it appropriate to recommend dispensaries and craft growers be allowed to operate in the C-1 Commercial and I-1 Industrial Districts, subject to the issuance of a Special Use permit. After reviewing maps of areas in Gilberts, the Commission members agreed that a cannabis business may not be located within 250 feet of the property line of a pre-existing public or private school, public park, public library, child care or instructional facility or a property zoned R-1, R-2, R-3, R-4, or OT. The Commission also agreed to the additional special use conditions that were laid out in the draft ordinance presented to the Plan Commission.

A Motion was made by Commissioner Page and seconded by Commissioner Del Vecchio to close the public hearing. Roll call vote: Commissioners Page, Del Vecchio, Sullivan, Lateer, and Chairman Mills voted Aye. 0-nays, 0-abstained. Motion carried.

6. RECOMMENDATION TO THE VILLAGE BOARD CONCERNING PROPOSED AMENDMENTS TO THE GILBERTS UNIFIED DEVELOPMENT ORDINANCE TO ESTABLISH REGULATIONS GOVERNING CANNABIS BUSINESS ESTABLISHMENTS

A Motion was made by Commissioner Lateer and seconded by Commissioner Page to Accept the Proposed Amendments to the Gilberts Unified Development Ordinance to Establish Regulations Governing Cannabis Business Establishments as Summarized. Roll call vote: Commissioners Page, Del Vecchio, Sullivan, Lateer, and Chairman Mills voted Aye. 0-nays, 0-abstained. Motion carried.

7. NEW BUSINESS

There were no items to discuss at this time.

8. OTHER BUSINESS

There were no items to discuss at this time.

9. ADJOURNMENT

There being no further public business to discuss, a **Motion was made by Chairman Mills and seconded by Commissioner Page to adjourn from the public meeting at 8:57 p.m.** Voice vote of Aye carried unanimously. Motion carried.

Respectfully submitted,



Courtney Baker
Village Clerk

VILLAGE OF GILBERTS
PUBLIC NOTICE
REGARDING A HEARING
ON A MAP AMENDMENT
AND A SPECIAL USE
APPLICATION

PUBLIC NOTICE IS HEREBY GIVEN that the Gilberts Plan Commission will conduct a public hearing on Wednesday, February 12, 2020, at 7:00 p.m., at the Gilberts Village Hall, 87 Galligan Road, Gilberts, Illinois, to consider an application from George Salerno on behalf of A-G Partners ("Applicant") concerning the property commonly known as 825 Tyrell Road, Gilberts, Illinois, and identified by PIN 03-31-101-00 ("Property"). The Applicant requests approval of a map amendment to rezone the Property from the R-1 and C-1 zoning districts to the I-1 zoning district, and for a special use permit to operate a golf driving range with a refreshment stand on the Property, and for such other and further zoning relief as may be required.

All persons interested in the map amendment and special use application should attend and will be given an opportunity to provide written and oral testimony. Additional information about the map amendment and special use application and the public hearing are available from the Village of Gilberts at (847) 428-2861. The public hearing may be continued from time to time without further public notice.

Gilberts Plan Commission
Village of Gilberts
Published in Daily Herald
January 25, 2020 (4539537)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

Daily Herald

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **DAILY HERALD**. That said **DAILY HERALD** is a secular newspaper and has been circulated daily in the Village(s) of Algonquin, Antioch, Arlington Heights, Aurora, North Aurora, Bannockburn, Barrington, Barrington Hills, Lake Barrington, North Barrington, South Barrington, Bartlett, Batavia, Buffalo Grove, Burlington, Campton Hills, Carpentersville, Cary, Crystal Lake, Deerfield, Deer Park, Des Plaines, Elburn, East Dundee, Elgin, South Elgin, Elk Grove Village, Fox Lake, Fox River Grove, Franklin Park, Geneva, Gilberts, Glenview, Grayslake, Green Oaks, Gurnee, Hainesville, Hampshire, Hanover Park, Hawthorn Woods, Highland Park, Highwood, Hoffman Estates, Huntley, Inverness, Island Lake, Kildeer, Lake Bluff, Lake Forest, Lake in the Hills, Lake Villa, Lake Zurich, Libertyville, Lincolnshire, Lindenhurst, Long Grove, Melrose Park, Montgomery, Morton Grove, Mt. Prospect, Mundelein, Niles, Northbrook, Northfield, Northlake, Palatine, Park Ridge, Prospect Heights, River Grove, Riverwoods, Rolling Meadows, Rosemont, Round Lake, Round Lake Beach, Round Lake Heights, Round Lake Park, Schaumburg, Schiller Park, Sleepy Hollow, St. Charles, Streamwood, Sugar Grove, Third Lake, Tower Lakes, Vernon Hills, Volo, Wadsworth, Wauconda, Waukegan, West Dundee, Wheeling, Wildwood, Wilmette

County(ies) of Cook, Kane, Lake, McHenry


and State of Illinois, continuously for more than one year prior to the date of the first publication of the notice hereinafter referred to and is of general circulation throughout said Village(s), County(ies) and State.

I further certify that the DAILY HERALD is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 01/25/2020 in said DAILY HERALD.

IN WITNESS WHEREOF, the undersigned, the said PADDOCK PUBLICATIONS, Inc., has caused this certificate to be signed by, this authorized agent, at Arlington Heights, Illinois.

PADDOCK PUBLICATIONS, INC.
DAILY HERALD NEWSPAPERS

BY


Authorized Agent

Control # 4539537



Village of Gilberts

Village Hall
87 Galligan Road, Gilberts, Illinois 60136
Ph. 847-428-2861 Fax: 847-428-2955
www.villageofgilberts.com

To: Plan Commission
From: Brian Bourdeau, Village Administrator
Date: February 12, 2019 Plan Commission Meeting
Re: Item 5: Consideration of a Request to Rezone the Property Located at 825 Tyrrell Road (PIN 03-31-101-00) from the R-1 and C-1 Zoning Districts to the I-1 Zoning District and for a Special Use Permit to Operate a Golf Driving Range and Refreshment Stand on the Property.

Background

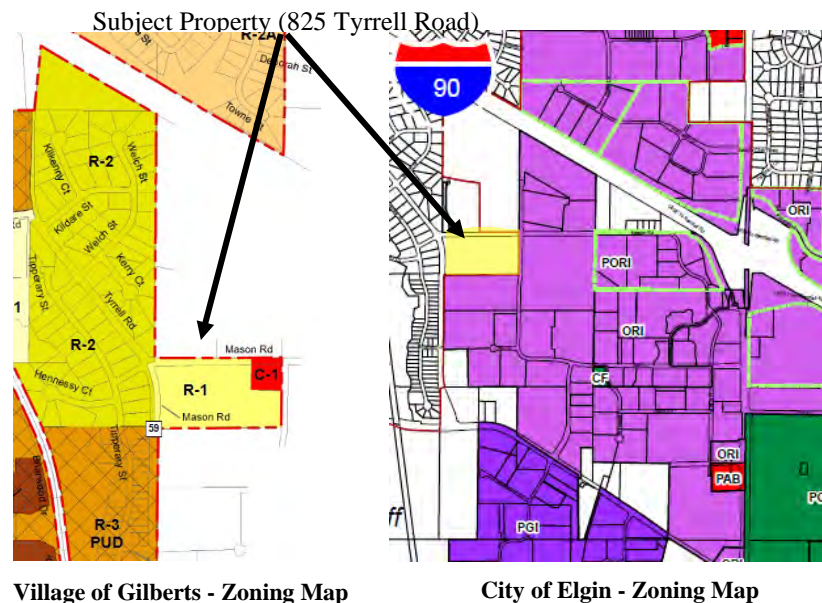
The Village received an application from George Salerno on behalf of A-G Partners (“*Applicant*”) requesting a map amendment to rezone the property located at 825 Tyrrell Road (PIN 03-31-101-00), consisting of approximately 20 acres, from the R-1 and C-1 zoning districts to the I-1 zoning district. Additionally, the Applicant is also requesting a special use permit to operate a golf driving range with a refreshment stand on the property.

The subject property was originally annexed to the Village as R-1 and a special use granted to operate as a golf driving range in 1994 through an Annexation Agreement. The property operated continuously as a golf driving range and the Applicant is seeking to continue that use at this time. The property is not subdivided; however, an amendment to the original Annexation Agreement executed in 1997 provided for the northeastern portion of the property to be zoned C-1 Commercial for the purposes of a proposed restaurant. No development took place within that portion of the parcel and therefore, the Applicant proposes return the entire un-subdivided parcel to a single zoning classification. This is also in line with current zoning practice.

Surrounding Land Uses

At the time of annexation, the surrounding land was not yet developed and it was anticipated that the undeveloped land would likely be developed as residential. However, over time the surrounding land has been annexed and developed as office/industrial by the City of Elgin and therefore the Applicant is seeking a rezoning to be consistent with surrounding land uses.

The subject property is immediately bordered on the south and west by land incorporated by the City of Elgin and zoned as Office Research Industrial.



There are two parcels to the north, with the eastern parcel designated as falling within the City of Elgin's future planning area. Based upon surrounding uses, it is anticipated the land would be zoned similarly to the surrounding Office Research Industrial. The western parcel to the north falls within unincorporated Kane County and is currently utilized as an indoor soccer facility.

One the west, the parcel is bordered by Tyrrell Road and residential zoning. It should be noted, the homes located along Tyrrell Road do not front Tyrrell and there is also a berm along the western edge of Tyrrell Road that provides a barrier.

For reference, included to the left is an aerial view of the subject property (highlighted in yellow) and the surrounding land development. Please note, the property to the northeast is currently under development as industrial buildings.



Satellite View of Surrounding Area

Special Use Permit

The Applicant has also filed a special use application to operate a golf driving range with a refreshment stand on the property. As noted, the Applicant currently holds a special use permit for the same type of use in the R-1 zoning district. The special use permit request before the Plan Commission does propose any changes to scope of use under the existing special use. Rather, since there is a request to change the underlying zoning, a special use permit must be issued under the proposed new zoning district in order to allow the continued operation of the golf driving range. This type of special use fits within the allowed Cultural, Recreational and Entertainment special uses within the I-1 zoning district.

Plan Commission Recommendation

1. The Plan Commission is asked to consider and make a recommendation to the Village Board on whether the change of zoning from the R-1 and C-1 zoning districts to I-1 Industrial is appropriate. The standards which should be considered with regard to this recommendation are highlighted below (UDO Section 11-9(E)(1)):

- Map Amendment. The following standards will be considered in amending the zoning map:*
- a. Identification of the existing uses of property within the general area of the affected property.*
 - b. Identification of the zoning classification of property within the general area of the affected property.*
 - c. Determination as to the suitability of the property in question to the uses permitted under the existing classification or district and under the proposed classification or district.*

- d. The trend of development, if any, in the general area of the affected property, including changes, if any, which have taken place since the date the affected property was placed in its present zoning classification or district.*
- e. The trend or development, if any, as to the proposed uses of property within the general area of the affected property, as represented on the Comprehensive Plan.*
- f. The length of time the property has been vacant as zoned, considered in the context of the land development and the area surrounding the subject property.*
- g. The extent to which property values are diminished, if at all, by particular zoning restrictions.*

2. Should the Applicant be granted a Special Use Permit to operate a golf driving range with refreshment stand on the property in the I-1 Industrial zoning district? The standards which should be considered with regard to the Special Use Permit request are highlighted below (UDO Section 11-11(E)):

Standards for Special Use Permits.

1. No special use permit shall be recommended or granted pursuant to this section unless the owner shall establish that:

- a. The proposed special use complies with all provisions of the applicable district regulations.*
- b. The proposed special use will not be unreasonably detrimental to the value of other property in the neighborhood in which it is to be located or to the public welfare at large.*
- c. The location and size of the special use, the nature and intensity of the operation involved in or conducted in connection with it, and the location of the site with respect to streets giving access to it are such that the special use will not dominate the immediate neighborhood so as to prevent development and use of neighboring property in accordance with the applicable zoning district regulations. In determining whether the special use will so dominate the immediate neighborhood, consideration shall be given to:
 - (1) The location, nature and height of buildings, structures, walls and fences on the site; and*
 - (2) The nature and extent of proposed landscaping and screening on the proposed site.**
- d. Adequate utility, drainage and other such necessary facilities have been or will be provided.*
- e. The proposed special use, where such developments and uses are deemed consistent with good planning practice, can be operated in a manner that is not detrimental to the permitted developments and uses in the district; can be developed and operated in a manner that is visually compatible with the permitted uses in the surrounding area; shall in all other respects conform to the applicable regulations of the district in which it is located; and is deemed essential or desirable to preserve and promote the public health, safety and general welfare of the Village of Gilberts.*

Attachments

1. Application for Rezoning Submitted by A-G Partners
2. Application for a Special Use Permit, Submitted by A-G Partners
3. Plat of Survey for 825 Tyrrell Road, Submitted by A-G Partners
4. Overview of the Property, Submitted by A-G Partners
5. City of Elgin Zoning Map, Northwest Quadrant
6. Village of Gilberts Zoning Map

VILLAGE OF GILBERTS

APPLICATION FOR REZONING

Last Revised: October 31, 2002

APPLICATION FOR
REZONING

Case #:	_____
Revision #1:	_____
Revision #2:	_____
Revision #3:	_____
For office use only	

Development Name: BELSAI Date of Submission: _____

I. APPLICANT:

A-G PARTNERS
Name _____ Corporation _____

450 W. LAKE Street
Street _____

ROSELLE IL 60172
City State Zip Code

GEORGE SALENO 312 590-0037 630 582-52
Contact Person Telephone Number Fax Number

OWNER
Relationship of Applicant to subject Property (e.g. Owner, Developer, Contract Purchaser, etc.)

II. ACTION REQUESTED (Check applicable boxes):

- Rezoning from R-1 to INDUSTRIAL
- Special Use for GOLF DRIVING RANGE w/ REFRESHMENT STA

Any additional requests, which are being processed with the Rezoning (i.e. variances, subdivision, etc.): _____

Is this development within the Village limits?

- Yes.
- No, requesting annexation.
- Under review by another governmental agency and requires review due to 1.5 mile jurisdictional requirements.

III. DEVELOPERS STAFF:

Attorney: George Salerno Telephone Number: 312 590-0037 Fax Number 630 582-5238
 Builder: N/A Telephone Number: _____ Fax Number _____
 Developer: N/A Telephone Number: _____ Fax Number _____
 Engineer: _____ Telephone Number: _____ Fax Number _____

IV. PROJECT DATA:

1. General Location: 825 N Tyrrell Rd
G. Loberg IL 60136

a. County: KANE

b. Township: RUTLAND

c. PIN#(s): 03-31-101-001

2. General description of the site: Southeast Corner of Tyrrell Rd
and Masau Rd. It is an existing Golf
Driving Range w/a refreshment stand

3. Existing zoning on the site: Residential w/a special use for a ^{GOLF} DRIVING RANGE

4. Acreage of the site: 21+ ACRES

5. Character of surrounding area:

	Zoning	Jurisdiction	Existing Land Use	Adopted Village Plan
North	<u>Resid/Indust</u>	<u>GILBERTS/ELGIN</u>	<u>RESID/INDUST</u>	<u>YES/NO</u>
South	<u>INDUSTRIAL</u>	<u>ELGIN</u>	<u>INDUSTRIAL</u>	<u>N/A</u>
East	<u>INDUSTRIAL</u>	<u>ELGIN</u>	<u>INDUSTRIAL</u>	<u>N/A</u>
West	<u>RESIDENTIAL</u>	<u>GILBERTS</u>	<u>RESIDENTIAL</u>	<u>YES</u>

6. List Controlling Ordinances (zoning, annexation agreements, site plans, etc.): _____

SEE ATTACHED ANNEXATION AGREEMENT;
SEE ATTACHED AMENDMENT TO ANNEXATION AGREEMENT

DISCLOSURE OF BENEFICIARIES

George Salerno
Name

ALBERT BELMONTA
Name

450 W. LAKE ST. Roselle IL 60172 6264 W. North Ave Chgo IL
Address 60639

2) Nature of Benefit sought: REZONE PARCEL FROM RESIDENTIAL TO INDUSTRIAL

3) Nature of Applicant: (please check one)

a. Natural Person

b. Corporation

c. Land Trust/Trustee

d. Trust/Trustee

e. Partnership

f. Joint Venture

4) If applicant is an entity other than described above, briefly state the nature and characteristics of applicant:

N/A

5) If in your answer to Section 3 you checked box b, c, d, e or f. identify by name and address each person or entity which is a 5% shareholder in the case of a corporation, a beneficiary in the case of a trust or land trust, a joint venture in the case of C3Se of a joint venture, or who otherwise has a proprietary interest, interest in profits and losses or right to control such entity:

	Name	Address	Interest
a.	<u>George Salerno</u>	<u>450 W. LAKE ST Roselle IL 60172</u>	<u>50%</u>
b.	<u>ALBERT BELMONTA</u>	<u>6264 W. North Ave Chgo IL 60639</u>	<u>50%</u>
c.			
d.			

6) Name, address and capacity of person making this disclosure on behalf of the applicant:

George Salerno 450 W. LAKE ST Roselle IL 60639

IMPORTANT NOTE: In the event your answer to Section 5 identifies entities other than a natural person, additional disclosures are required for each entity.

VERIFICATION

I, George Salerno being first duly sworn under oath, depose and state that I am the person making this disclosure on behalf of the applicant, that I am duly authorized to make this disclosure, that I have read the above and foregoing Disclosure of Beneficiaries, and that the statements contained therein are true in both substance and fact.

[Signature]

Subscribed and Sworn to before me this 12 day of DEC., 20 19

[Signature]
Notary Public



SAMPLE AFFIDAVIT

AFFIDAVIT

Re: (NAME OF CASE)

Plan Commission Case No.:

The undersigned, being first duly sworn on oath, deposes and says that the attached notice, marked Exhibit A and made a part hereof, has been, in accordance with the procedures of the Village of Gilberts, served by certified mail, return receipt requested, or hand-delivered to all persons listed in Exhibit B attached hereto and made a part hereof. Said mailings being post marked [enter date of posting], which is between fifteen and thirty days prior to the meeting date of [enter meeting date], are to the best of the Affidavit knowledge, a true and complete list containing the names of all the persons to whom the current real estate tax bills are sent of those premises lying within 250 feet in all directions of the property lines of the premises for which the application has been made.

Further this Affidavit sayeth not.

George Salerno
Owner Applicant



SUBSCRIBED and SWORN to before me

December 12 2019

This [enter date] day of [enter month], [enter year]



STATE OF Illinois)
)
 COUNTY OF Kane)
)
 Village of Gilberts)

**PETITION TO THE GILBERTS VILLAGE BOARD
 TO GRANT A REZONING**

THE UNDERSIGNED PETITIONER, Albert Belmonte, George Salerno and A-G Partners being owner of record, respectfully petitions the Village of Gilberts to grant a Rezoning of the property, commonly known as 825 N. Tyrrell Rd. Gilberts, IL. and legally described on Exhibit "A," and depicted on Exhibit "B," which are both attached hereto and incorporated herein by reference (the "Subject Property") to the Industrial District in accordance with Section [applicable section of the zoning code] of the Gilberts Municipal Code:

IN SUPPORT OF THIS PETITION, the Petitioner represents that:

- 1) The Subject Property is currently zoned, pursuant to *the Village of Gilberts zoning ordinances*.
- 2) The Subject Property consists of approximately 21 plus acres, and the property is currently used for a golf driving range with a refreshment stand.
- 3) *The existing land uses surrounding the Subject Property include:*
 - (a) to the North; single famiy residence, soccer practice facility, vacant industrial property, industrial property under construction.
 - (b) to the East; Vacant Industrial Property
 - (c) to the South; Industrial property
 - (d) to the West. Single Family Residences

4) **[List facts that demonstrate the need for Rezoning]**
 When originally zoned residential in the mid nineties, the only property developed around the subject parcel was the single family residences to the west. The parcels to the north, east and south were unincorporated farmlands, except for the soccer practice facility on the northeast corner of Tyrrell and Mason roads. At that time, a residential zoning for said parcel was consistent for the area/neighborhood. While the soccer field on the northeast corner and the single family residences to the west still stand, the remainder of the surrounding property to the north, east and south has drastically changed the neighborhood. All of these farmland parcels have been incorporated into the city of Elgin and have been zoned industrial. Thus, a re-zoning of said parcel to Industrial would be consistent with this areas new industrial comprehensive zoning plan.

- 5) The proposed Rezoning meets the requirements for granting a Rezoning because:
- (a) The amendment promotes the public health, safety, comfort, convenience and general welfare and complies with the policies and Official Land Use Plan and other official plans of the Village.
 - (b) The trend of development in the area of the subject property is consistent with the requested amendment.
 - (c) The requested zoning classification permits uses which are more suitable than the uses permitted under the existing zoning classification.
 - (d) The property cannot yield a reasonable return if permitted to be used only under the conditions allowed under the existing zoning classification.
 - (e) The subject property has not been utilized under the existing zoning classification for a substantial period of time.
 - (f) The amendment, if granted, will not alter the essential character of the neighborhood and will not be a substantial detriment to adjacent property.
- 6) Granting the Rezoning described above is appropriate because: All of the parcels surrounding said property on the east side of Tyrrell Rd. are industrial zoned properties with industrial buildings either erected or being erected.

WHEREFORE, the Petitioner requests that with respect to the Subject Property, the Village Board and the Zoning Board take action in accordance the Gilberts Municipal Code to approve an ordinance granting a Rezoning in accordance with Exhibit "-" to Rezone the Subject property to the:

I-1 industrial District

Respectfully Submitted, By:

George Salerno

Owner Applicant



STATE OF ILLINOIS
COUNTY OF)

The foregoing petition was acknowledged before me by George Salerno
on the 21st day of DECEMBER, 2019 A.D.



By:

[Type in name of signatory under signature block]
[Type in title of person notarizing] and Notary Public

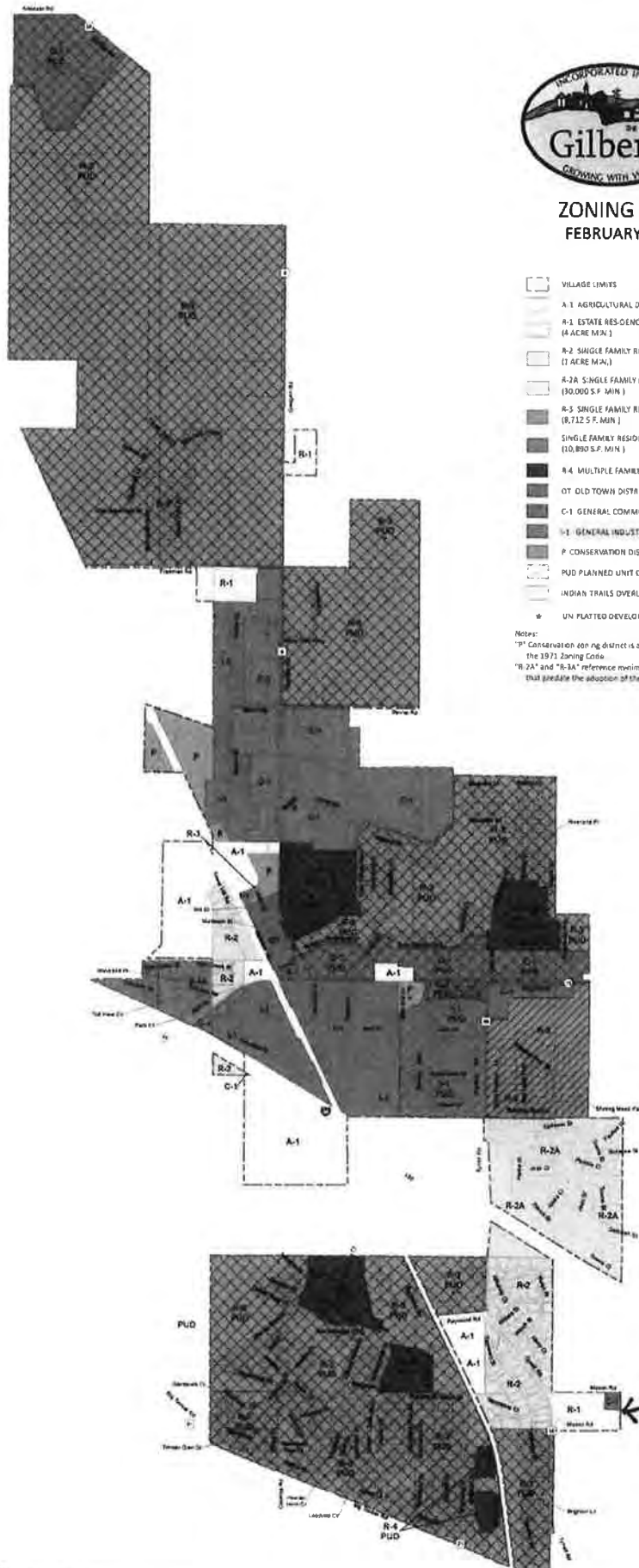




**ZONING MAP
FEBRUARY 2017**

- VILLAGE LIMITS
- A-1 AGRICULTURAL DISTRICT
- A-1 ESTATE RESIDENCE DISTRICT (4 ACRE MIN.)
- R-2 SINGLE FAMILY RESIDENCE DISTRICT (1 ACRE MIN.)
- R-2A SINGLE FAMILY RESIDENCE DISTRICT (30,000 S.F. MIN.)
- R-3 SINGLE FAMILY RESIDENCE DISTRICT (9,732 S.F. MIN.)
- SINGLE FAMILY RESIDENCE DISTRICT (10,850 S.F. MIN.)
- R-4 MULTIPLE FAMILY RESIDENCE DISTRICT
- OT OLD TOWN DISTRICT
- C-1 GENERAL COMMERCIAL DISTRICT
- I-1 GENERAL INDUSTRIAL DISTRICT
- P CONSERVATION DISTRICT
- PUD PLANNED UNIT DEVELOPMENT
- INDIAN TRAILS OVERLAY DISTRICT
- UN PLATTED DEVELOPMENT

Notes:
 *P Conservation zoning district is a holdover classification from the 1973 Zoning Code.
 *R-2A and *R-3A reference minimum lot sizes for specific subdivisions that predate the adoption of the UDD.



Subject Property



Virginia GIS Data Data provided by Fairfax County GIS data. Base data converted and restricted by Baxter & Woodman, LLC.

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VILLAGE OF GILBERTS

APPLICATION FOR SPECIAL USE

Last Revised: October 31, 2002

APPLICATION FOR
SPECIAL USE

CASE#	_____
Revision #1:	_____
Revision #2:	_____
Revision #3:	_____
For office use only	

Development Name: BEL SAL Date of Submission: _____

I. APPLICANT:

A-G PARTNERS
Name _____ Corporation _____

450 W. LAKE STREET
Street _____

ROSELLE IL. 60172
City State Zip Code

GEORGE SALERNO 312 590-0037 630 582-5238
Contact Person Telephone Number Fax Number

OWNER
Relationship of Applicant to subject Property (e.g. Owner, Developer, Contract Purchaser, etc.)

II. ACTION REQUESTED (Check applicable boxes):

- Rezoning from R-1 to INDUSTRIAL
- Special Use for GOLF DRIVING RANGE w/ REFRESHMENT STAND

Any additional requests, which are being processed with the Special Use (i.e. variances subdivision, etc.): _____

Is this development within the Village limits?

- Yes.
- No, requesting annexation.
- Under review by another governmental agency and requires review due to 1.5 mile jurisdictional requirements.

III. DEVELOPERS STAFF:

Attorney: George Salerno Telephone Number: 312 590-0037 Fax Number 630 582-5238
 Builder: N/A Telephone Number: _____ Fax Number _____
 Developer: N/A Telephone Number: _____ Fax Number _____
 Engineer: _____ Telephone Number: _____ Fax Number _____

IV. PROJECT DATA:

1. General Location: 825 N Tyrrell Rd
G. Libers IL 60136

a. County: KANE

b. Township: RUTLAND

c. PIN#(s): 03-31-101-001

2. General description of the site: Southeast Corner of Tyrrell Rd
and Mass Rd. It is an existing Golf
Driving Range w/a refreshment stand

3. Existing zoning on the site: RESIDENTIAL w/a special use for a ^{GOLF} DRIVING
RANGE

4. Acreage of the site: 21+ ACRES

5. Character of surrounding area:

	Zoning	Jurisdiction	Existing Land Use	Adopted Village Plan
North	RESID/INDUST	GILBERTS/ELGIN	RESID/INDUST	YES/NO
South	INDUSTRIAL	ELGIN	INDUSTRIAL	N/A
East	INDUSTRIAL	ELGIN	INDUSTRIAL	N/A
West	RESIDENTIAL	GILBERTS	RESIDENTIAL	YES

6. List Controlling Ordinances (zoning, annexation agreements, site plans, etc.): _____

SEE ATTACHED ANNEXATION AGREEMENT;
SEE ATTACHED AMENDMENT TO ANNEXATION AGREEMENT

DISCLOSURE OF BENEFICIARIES

George Salerno
Name

ALBERT BELMONTA
Name

450 W. LAKE ST. ROSELLE IL 60172 6264 W. North Ave Chgo IL
Address 60639

2) Nature of Benefit sought: REZONE PARCEL FROM RESIDENTIAL TO INDUSTRIAL

3) Nature of Applicant: (please check one)

a. Natural Person

b. Corporation

c. Land Trust/Trustee

d. Trust/Trustee

e. Partnership

f. Joint Venture

4) If applicant is an entity other than described above, briefly state the nature and characteristics of applicant:

N/A

5) If in your answer to Section 3 you checked box b, c, d, e or f, identify by name and address each person or entity which is a 5% shareholder in the case of a corporation, a beneficiary in the case of a trust or land trust, a joint venture in the case of C3Se of a joint venture, or who otherwise has a proprietary interest, interest in profits and losses or right to control such entity:

	Name	Address	Interest
a.	<u>George Salerno</u>	<u>450 W. LAKE ST ROSELLE IL 60172</u>	<u>50%</u>
b.	<u>ALBERT BELMONTA</u>	<u>6264 W. North Ave Chgo IL 60639</u>	<u>50%</u>

c. _____

d. _____

6) Name, address and capacity of person making this disclosure on behalf of the applicant:

George Salerno 450 W. LAKE ST ROSELLE IL 60639

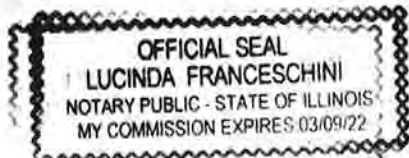
IMPORTANT NOTE: In the event your answer to Section 5 identifies entities other than a natural person, additional disclosures are required for each entity.

VERIFICATION

I, George Salerno being first duly sworn under oath, depose and state that I am the person making this disclosure on behalf of the applicant, that I am duly authorized to make this disclosure, that I have read the above and foregoing Disclosure of Beneficiaries, and that the statements contained therein are true in both substance and fact.

[Signature]

Subscribed and Sworn to before me this 12 day of DEC., 20 19



[Signature]
Notary Public

7. Detailed description of the Special Use requested including type of use, square footage or building or space to be occupied, by the Special Use, hours of operation, and number of parking spaces to be provided: _____

The subject property for the past 25 years has been zoned R-1 estate residence district with a special use for a golf driving range with a refreshment stand.

The petitioner now requests the planning and zoning commission to approve and to recommend to the Village Board of Gilberts a special use for a golf driving range with a refreshment stand be permitted in a general industrial district. This zoning reclassification to Industrial from Residential would be consistent and would conform with all of the surrounding properties in the area east of Tyrrell Rd.

The square footage of the building, the space occupied, the hours of operation, and the number of parking spaces provided will remain as they currently exist.

STATE OF Illinois)
)
COUNTY OF Kane)
)
Village of Gilberts)

**PETITION TO THE GILBERTS VILLAGE BOARD
TO GRANT A SPECIAL USE**

THE UNDERSIGNED PETITIONER, *George Salerno and A-G Partners* being owner of record, respectfully petitions the Village of Gilberts to grant a Special Use of the property, commonly known as *825 Tyrrell Rd. Gilberts, IL.* and legally described on Exhibit "A," and depicted on Exhibit "B," which are both attached hereto and incorporated herein by reference (the "Subject Property") to permit the following uses in accordance with Gilberts Municipal Code:

[List all requested Special Uses]

- 1. **A Golf driving range with a refreshment stand.**
- 2.

IN SUPPORT OF THIS PETITION, the Petitioner represents that:

- 1) The Subject Property is currently zoned, pursuant to *Village R-1 with Special Use. Village or County*);
- 1) The Subject Property is currently zoned, pursuant to *the Village of Gilberts zoning ordinances.*
- 2) The Subject Property consists of approximately 21 plus acres, and the property is currently used for a golf driving range with a refreshment stand.
- 3) *The existing land uses surrounding the Subject Property include:*
 - (a) to the North; single famiy residence, soccer practice facility, vacant industrial property, industrial property under construction.
 - (b) to the East; Vacant Industrial Property
 - (c) to the South; Industrial property
 - (d) to the West. Single Family Residences

- 4) **[List facts that demonstrate the need for Rezoning]**

When originally zoned residential in the mid nineties, the only property developed around the subject parcel was the single family residences to the west. The parcels to the north, east and south were unincorporated farmlands, except for the soccer practice facility on the northeast corner of Tyrrell and Mason roads. At that time, a residential zoning for said parcel was consistent for the area/neighborhood. While the soccer field on the northeast corner and the single family residences to the west still stand, the remainder of the surrounding property to the north, east and south has drastically changed the neighborhood. All of these farmland parcels have been incorporated into the city of Elgin and have been zoned industrial. Thus, a re-zoning of said parcel to industrial would be consistent with this areas new industrial comprehensive zoning plan.

- 5) The proposed Special Use meets the requirements for granting a Special Use in the Zoning Ordinance because:
- (a) The establishment, maintenance or operation of the Special Use will not be detrimental to, or endanger the public health, safety, comfort, convenience and general welfare because [or "by"]: because it has been a driving range with refreshment stand for the past 25 years; and
 - (b) The Special Use will not be injurious to the use and enjoyment of other property in the immediate area for the purposes already permitted nor substantially diminish and impair property values within the neighborhood because [or "by"]: [insert explanation]; and
 - (c) The establishment of the Special Use will not impede the normal and orderly development and improvement of the adjacent property for uses permitted in the district because [or "by"]: [insert explanation].
- 6) In conjunction with the Special Use, the petitioner is seeking the following variances to the Gilberts Municipal Code (Zoning Regulations Code):
[Cite the relevant sections of the Municipal Code to which the variances are being requested]
- 7) The requested variance(s) comply(ies) with the standards for granting a variance as outlined in Section 10-11-10 of the Unified Development Ordinance in the following Manner:
- (a) The variance is in harmony with the general purpose and intent of this Title because (or "by"): [; and
 - (b) Strict enforcement of this Title would result in practical difficulties or impose exceptional "hardships due to special and unusual conditions which are not generally found on other properties in the same zoning district because (or "by"): [insert explanation], and
 - (c) The property cannot yield a reasonable return if permitted to be used only under the conditions allowed by this Title; and
 - (d) The variance, if granted, will not alter the essential character of the neighborhood and will not be a substantial detriment to adjacent property.
- 8) Granting the Special Use to permit the construction described above is appropriate because:

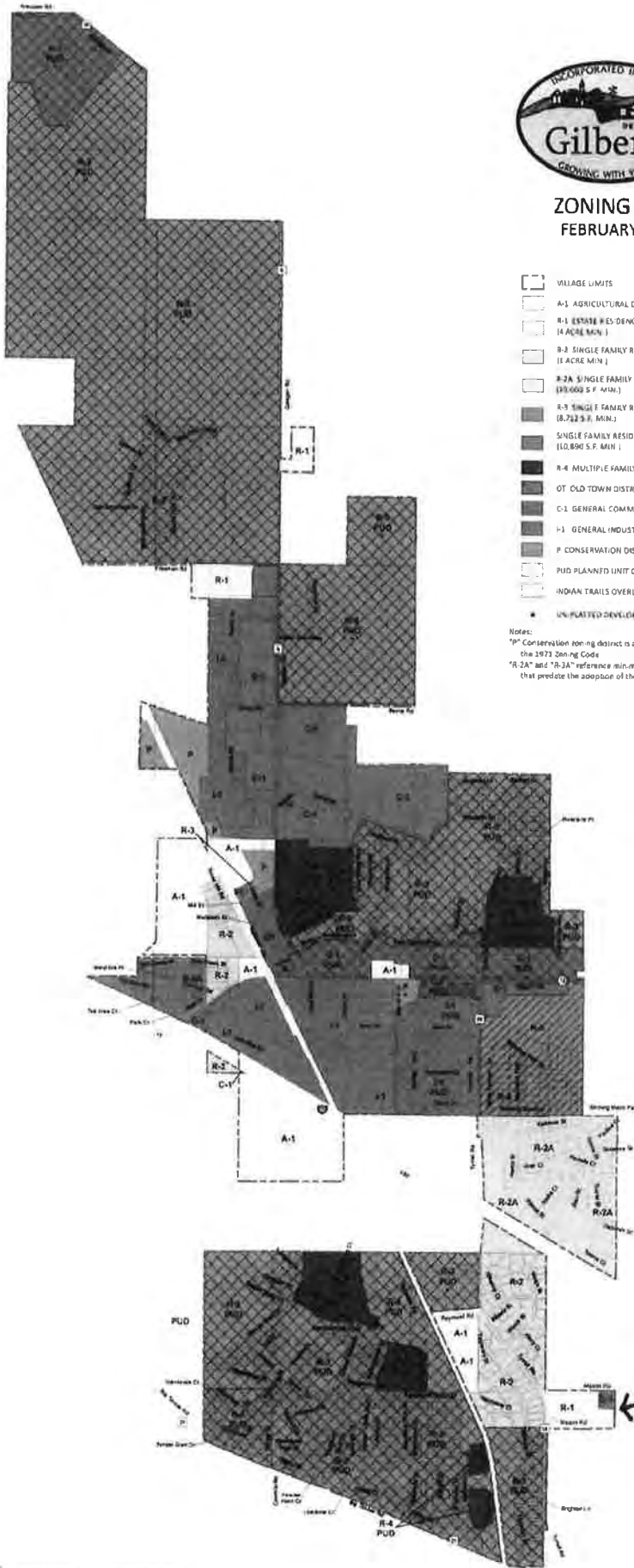
The special use for golf driving range with a refreshment stand is already being permitted and exists on the parcel currently.

Legal Description
825 N. Tyrrell Rd.
Gilberts, IL. 60136

The north 10 .50 chains of the West half of the
Northwest Quarter of Section 31, Township 42
North, Range 8 east of the Third Principal Meridian,
in the Township of Dundee, Kane County, Illinois.



ZONING MAP FEBRUARY 2017



- VILLAGE LIMITS
- A-1 AGRICULTURAL DISTRICT
- R-1 (ESTABLISHED) RESIDENCE DISTRICT (14 ACRE MIN.)
- R-2 SINGLE FAMILY RESIDENCE DISTRICT (11 ACRE MIN.)
- R-2A SINGLE FAMILY RESIDENCE DISTRICT (30,600 S.F. MIN.)
- R-3 SINGLE FAMILY RESIDENCE DISTRICT (8,712 S.F. MIN.)
- SINGLE FAMILY RESIDENCE DISTRICT (10,890 S.F. MIN.)
- R-4 MULTIPLE FAMILY RESIDENCE DISTRICT
- OT OLD TOWN DISTRICT
- C-1 GENERAL COMMERCIAL DISTRICT
- I-1 GENERAL INDUSTRIAL DISTRICT
- P CONSERVATION DISTRICT
- PUD PLANNED UNIT DEVELOPMENT
- INDIAN TRAILS OVERLAY DISTRICT
- UNPLATTED DEVELOPMENT

Notes:
1) Conservation zoning district is a holdover classification from the 1972 zoning Code
2) "R-2A" and "R-3A" reference minimum lot sizes for specific subdivisions that predate the adoption of the UDO

← SUBJECT PROPERTY

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2/2/2017 10:52:02 AM



Original GIS base data gathered from Kane County GIS data.
Base data collected and formatted by Baxter & Woodman, LLC.

Attachment A

Legal Description
825 N. Tyrrell Rd.
Gilberts, IL. 60136

The north 10 .50 chains of the West half of the Northwest Quarter of Section 31, Township 42 North, Range 8 east of the Third Principal Meridian, in the Township of Dundee, Kane County, Illinois.

Attachment E

Legal Description
825 N. Tyrrell Rd.
Gilberts, IL. 60136

The north 10 .50 chains of the West half of the Northwest Quarter of Section 31, Township 42 North, Range 8 east of the Third Principal Meridian, in the Township of Dundee, Kane County, Illinois.

CERTIFIED
COPY

Final Agreement

ANNEXATION AGREEMENT

THIS AGREEMENT made and entered into this 19th day of August, 1994, by and between the Village of Gilberts, a municipal corporation situated in Kane County, Illinois (hereinafter referred to as the "Village"), Chicago Title and Trust Company, not individually, but solely as Trustee under the provisions of a Trust Agreement dated July 5, 1994 and known as Trust No. 1100736 (hereinafter referred to as the "Trustee"), and George Salerno and Albert Belmonte (hereinafter collectively referred to as the "Owner").

WITNESETH:

WHEREAS, Trustee is the record owner of that certain tract of vacant real estate containing approximately 21.1 acres, more or less, which property is legally described in Exhibit "A" attached hereto and by this reference incorporated herein (hereinafter referred to as the "Subject Property"); and,

WHEREAS, the Subject Property is located in an unincorporated area of Kane County, Illinois, and is not within the corporate limits of any municipality but is contiguous with the corporate limits of the Village; and,

WHEREAS, the parties hereto desire to annex the Subject Property to the Village pursuant to the provisions of 65 ILCS 5/7-1-1, et seq., and in accordance with and upon the terms and conditions herein set forth; and,

WHEREAS, Prior to the execution of this Agreement, the then title holder of the Subject Property (who is the Trustee's predecessor in title thereto) filed with the Village Clerk of the Village of Gilberts a written Petition for Annexation of the Subject Property in the form and manner provided by law and Village Ordinance requesting that the Subject Property be annexed

to the Village and submitted to the Village a Plat of Annexation for the Subject Property, a true and correct copy of which is plat attached hereto as Exhibit "B"; and,

WHEREAS, the Trustee is the successor in interest to the former title holder of the Subject Property and the persons who collectively comprise "Owner" are the beneficiaries of the Trustee.

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

WHEREAS, Owner proposes that upon annexation of the Subject Property to the Village, the same be zoned R-1 Special Use and that the Preliminary Site Plan attached hereto as Exhibit "C" and the outline specifications attached hereto as Exhibit "D" (the Site Plan and said outline specifications being hereinafter collectively referred to as the "Development Plan") be approved to enable Owner to develop and use the Subject Property as a golf driving range and "pro shop"; and,

WHEREAS, in furtherance of said proposal, Owner has received Preliminary Site Plan approval from the Village's Plan Commission whereby the Plan Commission recommended that the Village's Board of Trustees approve the Development Plan subject to final site plan approval and those items set forth on Exhibit "E"; and,

WHEREAS, the Village has agreed to annex the Subject Property to the Village and to zone the Subject Property to R-1 Special Use for use as a golf driving range and a "pro shop" in accordance with the aforesaid Petition and the Development Plan on the terms and conditions hereinafter set forth; and,

WHEREAS, the annexation and zoning of the Subject Property in accordance with this Agreement and the development of the Subject Property within the corporate limits of the Village in accordance with the Development Plan will be highly beneficial to the Village, will increase the taxable value of the property within the Village, will extend the corporate limits and the jurisdiction of the Village, will create positive impacts upon the Village and other governmental entities within whose jurisdiction the Subject Property falls, and will permit the orderly growth and planning of the Village and otherwise promote and enhance the general welfare of the Village; and,

WHEREAS, all notices, publications, public hearings and all other matters attendant to the consideration and approval of the execution of this Agreement and the Petition for Annexation as hereinabove described have been made, given, held and performed by the Plan Commission, the Board of Trustees and the other governmental and planning bodies of the Village as required by Statute and as required by the Ordinances, regulations and procedures of the Village; and,

WHEREAS, the corporate authorities of the Village have duly considered the aforesaid Petition for Annexation, have considered the Development Plan, 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 requested zoning as herein provided; and,

~~WHEREAS, Owner has expended substantial sums of money and has irrevocably changed its position in reliance upon the execution of this Agreement and the performance of the terms and provisions hereof by the Village.~~

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

Section 1. It is acknowledged and agreed by all 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 provisions hereof, and the parties hereby confirm the accuracy, truth and validity of said preambles and do hereby incorporate the same herein by this reference to the same extent as if set forth at length herein.

Section 2. The Village Board of Trustees heretofore has passed the Ordinance No. _____ authorizing the execution of this Agreement subject to the conditions set forth therein. Execution of this Agreement by the Village confirms that the conditions of said Ordinance have been fulfilled.

Section 3. Immediately after execution of this Agreement by all parties, the Village will adopt such Ordinances and take such other actions as are necessary to annex the Subject Property to the Village 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.

Section 4. Immediately after passage of the necessary ordinances annexing the Subject Property to the Village, the Village will adopt such ordinances and shall take all other actions necessary to zone the Subject Property R-1 Special Use under the Zoning Ordinance of the Village in conformity with the Development Plan to allow the Subject Property to be developed and used as a golf driving range and "pro shop".

Section 5. The aforesaid Petition to Annex the Subject Property to the Village is conditioned upon the Village zoning the Subject Property to R-1 Special Use to enable Owner to develop and use the Subject Property as a golf driving range and "pro shop" in accordance with the Development Plan. 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 further force and effect unless the Subject Property is validly annexed to the Village and zoned in accordance with Owner's Petition and the Development Plan promptly after this Agreement is executed by all parties.

Section 6. It is acknowledged and agreed that Trustee and Owner in entering into this Annexation Agreement, are relying upon the ordinances passed pursuant hereto. During the term of this Agreement, no ordinances passed by the Village specifically in conjunction with this Agreement shall be altered, modified, rescinded, amended or changed in any manner whatsoever, except as may be necessary to fully and completely carry out the terms and provisions hereof, without the prior consent of the Owner, and any such changes shall be of no force and effect unless they are approved by Owner. Furthermore, in the event any ordinances, regulations, policies or rules of the Village now or hereafter existing are in conflict with this Annexation Agreement or in conflict with any ordinances passed by the Village specifically in conjunction with this Agreement, the same shall not be enforced with respect to the Subject Property, ~~and the Village shall, to the extent lawful to do so, amend such ordinances, regulations, policies or rules in order to avoid such conflict.~~ The provisions of this Agreement and any ordinances, codes, resolutions or regulations passed or amended in accordance herewith

or to implement the terms hereof shall supersede any of the same which are or may be in conflict herewith.

Section 7. At the date of this Agreement, the Village's sanitary sewer system, water distribution system and storm water drainage system (collectively hereinafter described as "Village Utilities") are not available to the boundaries of the Subject Property and Trustee and Owner acknowledge that the Village has no obligation to extend Village Utilities to the boundaries of the Subject Property in conjunction with this Agreement. By the same token, the use of the Subject Property for a golf driving range and "pro shop" does not require that the Subject Property be connected, now or in the future, to the Village Utilities and Owner shall be allowed to use its own well, septic field and internal storm water drainage facilities in conjunction with its development and use of this Subject Property in accordance with the Development Plan. In the event that Village Utilities are extended to the boundaries of the Subject Property at any time during the term of this Agreement, Owner shall have the right but not the obligation to connect the Subject Property to the Village Utilities provided that the Village Utilities are then adequate in size and capacity to serve the Subject Property. Until such time as Owner connects the Subject Property to the Village Utilities, Owner shall not be required to pay any extension charges, connection fees, tap-on fees, any portion of any recapture fees imposed pursuant to a lawful Recapture Agreement or any other charges related to the connection or use of the Village Utilities even though Village Utilities are available to the boundaries of the Subject Property. The immediately preceding sentence of this Section 7 to the contrary notwithstanding, Owner may elect to prepay some or all of said charges and fees at any time without connecting to the Village Utilities at the time of payment. If Owner does in fact

so prepay any such charges or fees, Owner shall not thereafter be required to pay said fees or charges or any increases in said fees or charges which may be applicable at the time Owner actually connects to the Village Utilities.

Section 8. The provisions of Section 7 to the contrary notwithstanding, in the event that Owner at any time petitions the Village to rezone all or any portion of the Subject Property from the R-1 Special Use provided for herein to any commercial, industrial or residential classification, the Village shall have the right to require as a condition to granting such rezoning that Owner connect the Subject Property to the Village Utilities if they are then available at the boundaries of the Subject Property in sufficient size and capacity to serve the Subject Property and to pay the Village's standard extension charges, connection fees, tap-on fees and the Subject Property's fair and equitable portion of any recapture fees. All such fees and charges shall be the standard fees and charges then in effect and shall not be subject to any increase, surcharge or other imposition (except interest charged under any Recapture Agreement) on account of the deferral of Owners's obligation to pay such fees or charges as provided in Section 7. Nothing contained in this Section 8 or in the preceding Section 7 shall be interpreted or construed as a representation, guaranty, warranty or promise by the Village that Village Utilities will ever be extended to the Subject Property or that if so extended they will be adequate in size or capacity to serve the Subject Property, all such representations, guaranties, warranties and promises being expressly disclaimed.

Section 9. Owner shall pay to the Village an Annexation Fee in the amount of \$10,000.00. In addition thereto, Owner will pay the Village's usual plan review fees and normal consultants' fees charged in conjunction with the annexation and zoning proceedings described

herein and has heretofore deposited the sum of \$5,000.00 as a security deposit in conjunction therewith.

Section 10. The Village may now or in the future by Ordinance require the payment of "Impact Fees" in conjunction with new developments undertaken within the corporate limits of the Village. ~~Such Impact Fees are or will be based on the proposed uses of the property being developed.~~ Due to the low intensity use of the Subject Property as a golf driving range and "pro shop" the Village agrees to defer (but not to waive) the imposition and collection of Impact Fees so long as the Subject Property is developed and used as a golf driving range and "pro shop" pursuant to the Development Plan. At such time as Owner petitions the Village to rezone all or any portion of the Subject Property from the R-1 Special Use provided for herein to any commercial, industrial or residential classification or to subdivide the Subject Property (other than creating the one lot subdivision hereinafter described), the Village shall have the right to impose and collect the Impact Fees then in effect pursuant to its then current Ordinances provided that such Impact Fees are uniformly imposed by the Village on developments of the type sought by such petition for rezoning. The Impact Fees required to be paid pursuant to this Section 10 shall not be subject to any special increase, surcharge, interest, deferment fee or other charge or imposition because the original payment thereof was deferred pursuant to this Section 10.

Section 11. It is acknowledged that so long as no part of the Subject Property is used for residential purposes, Owner's proposed use, as well as any other non-residential use of the Subject Property, will have a positive tax impact on all taxing districts and governmental entities within whose jurisdictions the Subject Property lies. Therefore, so long as no portion of the

Subject Property is used for residential purposes, Owner shall not be required to pay, contribute or donate any land, money, equipment, tangible or intangible property of any kind, or any other thing of value to the Village or to any school district, park district, fire protection district or to any other governmental or public or private body, district or other entity, and shall not be required to enter into any agreements to make such payments, contributions or donations at any time in the future. In the event that Owner at any time petitions the Village to rezone all or any portion of the Subject Property for residential use, the Village shall have the right to require as a condition to granting such rezoning that the Owner agree to make such payments, donations and contributions as are at that time generally required by the Village in conjunction with residential developments; provided, however, that any such payments, donations and contributions shall be based only upon that portion of the Subject Property proposed to be used for residential development and shall not be more extensive or onerous than are required of any other person or entity developing properties for residential use within the corporate limits of the Village.

Section 12. Irrespective of whether or not Village Utilities are available to the Subject Property, until such time as Owner connects to the Village Utilities, Owner shall have the right to construct and use private wells and retention and detention ponds on the Subject Property for irrigation, fire fighting and sanitary purposes and for the purpose of providing potable water, but no such systems shall be connected to the Village Utilities and Owner shall not permit the intermixing of water from any such system with the Village Utilities. After Owner connects the Subject Property to the Village Utilities, Owner may still use any private wells and retention and detention ponds on the Subject Property for irrigation and fire fighting purposes, but shall not

connect any such system with the Village Utilities and shall not permit intermixing of water from any such system with the Village Utilities.

Section 13. In the event any Village Utilities are constructed throughout the Subject Property, all such construction shall be at the sole cost and expense of the Owner (unless the cost thereof is financed by some other means) and shall be undertaken in accordance with the applicable ordinances and engineering standards of the Village. The Village, upon request from Owner, from time to time, shall execute all permit applications required by the Illinois Environmental Protection Agency, the U.S. Army Corp of Engineers and all other governmental or environmental agencies or authorities (whether Federal, State or local) having jurisdiction over the Subject Property to enable Owner to construct Village Utilities throughout the Subject Property. All Village Utilities throughout the Subject Property shall be located in utility easements which shall be granted to the Village and shall be conveyed to the Village by a proper Bill of Sale upon acceptance thereof by the Village.

Section 14. The Owner shall dedicate and the Village shall accept the dedication, use and operation all public streets, curbs, gutters, sidewalks and any other public improvements located on the Subject Property, and all Village Utilities (except lateral service lines located on private property which lead to individual buildings) in accordance with the Village's uniformly applied ordinances, codes and regulations.

Section 15. If any public improvements or Village Utilities are constructed on the Subject Property, then prior to commencement of any such construction, Owner shall furnish either a cash bond, or an irrevocable letter of credit in form acceptable to the Village in an amount equal to 125% of the cost thereof to secure such construction and completion.

Such security may be drawn upon only after the Village has given Owner notice of any defaults and if Owner has not cured such defaults within twenty (20) days after such notice. Any such draw shall be used for the exclusive purpose of completing the public improvements and Village Utilities. Owner shall convey the public improvements and Village Utilities to the Village by a properly executed Bill of Sale and shall, if not previously granted, grant all easements necessary to permit the Village to maintain and service the same. Owner shall also provide a maintenance bond in form, substance and amount required by Village Ordinance.

Section 16. The development of the Subject Property and the construction of improvements thereon shall be in conformity with the Special Use Criteria attached hereto as Exhibit "E". No buildings may be constructed on the Subject Property until Owner has received final site plan approval from the Village. Owner may do site grading, site development and the installation of drainage and other utilities prior to approval of the final site plan and prior to approval of Owner's final engineering, provided that: a) any such work shall be at Owner's sole risk and the permission hereby granted shall not be deemed approval of Owner's engineering; and b) Owner shall not construct any buildings on the Subject Property or operate any business thereon until final site plan and final engineering have been approved by the Village.* All buildings constructed on the Subject Property shall be constructed in accordance with the subdivision and building codes of the Village, except as the same are modified in accordance with the terms hereof. The Village agrees to issue all building and other necessary permits for and certificates of occupancy within a reasonable period of time. Temporary Certificates of Occupancy will be issued when adverse weather conditions do not permit outside painting,

* In conjunction with final site plan approval Owner shall not be required to provide any of the offsite drainage studies required by the Village's site plan review ordinance and shall not be requested to provide any storm water facilities for any properties other than the Subject Property.

landscaping, paving, final grading or the construction of other improvements normally required for a permanent Certificate of Occupancy.

Section 17. Within ninety (90) days from the date the Subject Property is annexed to the Village, Owner will submit a one lot final plat of subdivision for the Subject Property for the purpose of creating a more useable legal description. The Village shall approve said one lot subdivision plat without the same constituting a rezoning or resubdivision which would trigger the imposition of impact fees under Section 10 hereof. The Village agrees that ^{UPON APPROVAL OF} Owner's final ^{THE} ~~engineering~~ ^{DRAWINGS} ~~for its final site plan~~ ^{THEN SUCH APPROVED ENGINEERING DRAWINGS} shall be deemed adequate to meet the Village's requirements for final engineering in conjunction with said plat of subdivision. Furthermore, given the fact that this one lot subdivision is primarily a matter of convenience, Owner will not be required to provide a report from the Kane-DuPage Soil and Water Conservation District, nor any soils tests, nor pay the customary per lot subdivision fee. The aforesaid plat of subdivision may be submitted in conjunction with Owner's final site plan. Said plat of subdivision will dedicate to the Village for public roadway and utility purposes so much of the Subject Property as lies within 50 feet of the center line of Tyrell Road and so much of the Subject Property as lies within 40 feet of the center line of Mason Road. In the event the Owner fails to submit a one lot plat of subdivision within ninety (90) days as provided herein, such failure shall be deemed a breach hereof and the remedies contained in Section 23 shall thereupon apply.

Section 18. All ordinances of the Village which are in conflict with this Agreement or in conflict with any ordinances enacted or adopted pursuant hereto shall be repealed or amended to the extent necessary to resolve said conflict in favor of this Agreement or in favor of any ordinances passed pursuant to this Agreement. In the event that the Village fails to so repeal

or amend any ordinance in conflict with this Agreement, or in conflict with any ordinance, enacted or adopted pursuant hereto through oversight, inadvertence or otherwise, the Village does by its execution of this Agreement specifically waive the enforcement of and does hereby agree not to enforce any such conflicting ordinances to the extent such ordinances conflict with this Agreement or conflict with any ordinances passed pursuant to this Agreement.

Section 19. Nothing contained herein shall be interpreted or construed to require Owner or the Trustee to construct any improvements on the Subject Property or to use the Subject Property for any purpose whatsoever.

Section 20. Neither the Trustee nor the Owner nor their successors or assigns shall be required by the Village to construct or pay for the construction of any improvements to Mason or Tyrell Roads in conjunction with the use of the Subject Property for a golf driving range and "pro shop". The foregoing to the contrary notwithstanding, the Owner shall construct and pay for such improvements to Mason and Tyrell Roads as shall be necessary in conjunction with the opening of any curb cuts (including deceleration lanes) therein in order to provide access to the Subject Property or as may be specifically required by the Village's site plan review ordinance. The Village shall approve the curb cuts shown on Exhibit "C" to the extent it has the legal authority to do so and shall support any application made by Owner or Trustee for approval for such curb cuts to any other governmental bodies having jurisdiction over the same.

Section 21. In the event the Village fails or refuses to annex the Subject Property to the Village or to zone the Subject Property R-1 Special Use for use as a golf driving range and "pro shop", then in addition to and not in lieu of any other remedies herein provided or otherwise available at law or in equity, Owner may elect if allowable pursuant to the then

existing Illinois law to terminate this Agreement and/or to disconnect the Subject Property from the Village, provided that:

- a) neither the termination of this Agreement nor the disconnection of the Subject Property from the Village shall affect in any way the right of the Owner and its successors and assigns to continue to remain connected to and to use the Village Utilities if the Subject Property is being served thereby at the time of such disconnection or termination; and
- b) the termination of this Agreement or the disconnection of the Subject Property does not render any other property annexed to the Village not contiguous to the Village limits because such other property is contiguous to the Village by virtue of its contiguity with the Subject Property. In order to effectuate such disconnection, the Village shall pass all necessary ordinances and take all such other actions necessary to terminate this Agreement and disconnect the Subject Property from the Village.

Section 22. If any challenge is made to this Agreement, the annexation or zoning provided for herein or any other term of this Agreement by anyone other than the Village, Owner agrees to hold harmless, indemnify and defend the Village against such challenge and any costs or expenses, including reasonable attorneys' fees arising therefrom, including any challenges made on the basis of defects in the procedural aspects of the approval or execution of this Agreement or the annexation of the Subject Property or the zoning thereof as provided for herein; provided however that the Village shall support the intervention of Owner in any such challenge and shall cooperate with Owner in all ways necessary to defend against such challenge. In the event that a Court of competent jurisdiction determines that the parties hereto have failed to conform to any law or the Village Zoning Ordinances to the extent or effect that the Subject Property is deemed unzoned or not zoned in conformity with the Development Plans, Owner shall take such actions as are deemed necessary to zone or rezone the Subject Property

in conformity with said Development Plans and the Village shall have the reciprocal obligation to so zone or rezone the Subject Property.

Section 23. This Agreement and each of the terms and provisions hereof shall be enforceable by all parties hereto by an action or law or in equity, seeking mandamus, injunctive relief, specific performance or other appropriate remedy. No action taken by any party hereto pursuant to the provisions of this Section 23 or pursuant to any other Section of this Agreement shall constitute an election of remedies and all remedies set forth in this Agreement as well as any other remedies available at law or in equity shall be cumulative and non-exclusive of any other remedy. In the event of any litigation between or amongst any of the parties hereto (and with respect to Trustee and Owner any successor in interest to Trustee or Owner with respect to any portion of the Subject Property shall be deemed a party hereto) regarding the enforcement of or breach of this Agreement or regarding the interpretation or construction of the terms hereof or the determination or declaration of the rights and/or obligations of the parties hereunder, then the prevailing party shall be entitled to recover, in addition to any other relief granted in such litigation, all of its costs, expenses of litigation and reasonable attorneys' fees on account thereof.

Section 24. If any provision of this 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, that if in the judgment of Owner or the Village, reasonably exercised, such invalid or unenforceable provision or provisions are of a nature so material to this Agreement that the Trustee, the Owner or the Village would no longer receive the benefit

of their bargain hereunder, any party shall have the right to elect to terminate this Agreement upon not less than thirty (30) days prior written notice.

Section 25. This 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 Trustee, the Owner and the Village. 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 twenty (20) years after the date hereof and shall be deemed to be an agreement running with the land.

Section 26. It is acknowledged and agreed that the Village will look solely to the Owner for performance of the covenants, agreements, undertakings and obligations of Owner or Trustee herein contained. However, in the event the Trustee or the Owner causes any portion of the Subject Property to be conveyed or transferred to any other person then the grantee or transferee of such property shall be deemed to be the "Owner" of those portions of the Subject Property so conveyed or transferred for all purposes herein and such grantees or transferees shall thereafter be solely responsible for the performance of this Agreement with respect to all of the Subject Property so conveyed or transferred and the Owner named herein shall thereafter be relieved of all obligations of the "Owner" hereunder with respect to said portions of the Subject Property. In the event that title to any portion of the Subject Property is transferred to a land trust other than the Trustee named herein and provided that the beneficiary of said Trust is a person or entity other than Owner then such transfer shall be deemed the equivalent of a conveyance or transfer of title to that portion of the Subject Property for purposes of this Section

26 and the beneficiary of such land trust shall be deemed the "Owner" and the Owner named herein shall thereafter be relieved of all obligations of the "Owner" hereunder with respect to such portions of the Subject Property. Nothing contained in this Section 26 shall be construed to release the Trustee or the Owner herein named from their obligations as herein set forth with respect to those portions of the Subject Property owned from time to time by the Trustee or Owner named herein.

Section 27. All notices required or permitted hereunder shall be in writing, delivered either personally or by certified or registered mail, return receipt requested addressed as follows:

Village: Village of Gilberts
Attention: President
86 Railroad Street
Gilberts, Illinois 60136

Trustee: Chicago Title and Trust Company
171 N. Clark Street
Chicago, Illinois 60601

Owner: George Salerno
1857 N. Harlem Avenue
Chicago, IL 60635

Albert Belmonte
6264 W. North Avenue
Chicago, IL 60635

unless a different address is designated in writing by any party hereto. All notices sent by registered or certified mail shall be deemed given on the third (3rd) business day after the postmark date thereof. The failure or refusal of any party to accept any notice given in

compliance herewith shall be conclusively deemed to be receipt thereof and knowledge of its contents. Notices by facsimile transmission shall not be permitted and shall be deemed not given even though actually received by the addressee.

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

VILLAGE

**THE VILLAGE OF GILBERTS,
a Municipal Corporation,**

By: _____
President

ATTEST: _____
Clerk

TRUSTEE

**CHICAGO TITLE AND TRUST
COMPANY, not individually but solely as
Trustee under a Trust Agreement dated
July 5, 1994 and known as Trust No.
1100736**

By: _____
ASST. Vice President/Trust Officer

ATTEST: _____
Trust Officer ASST. Secy

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Chicago, Illinois, this _____ day of _____, 1994.

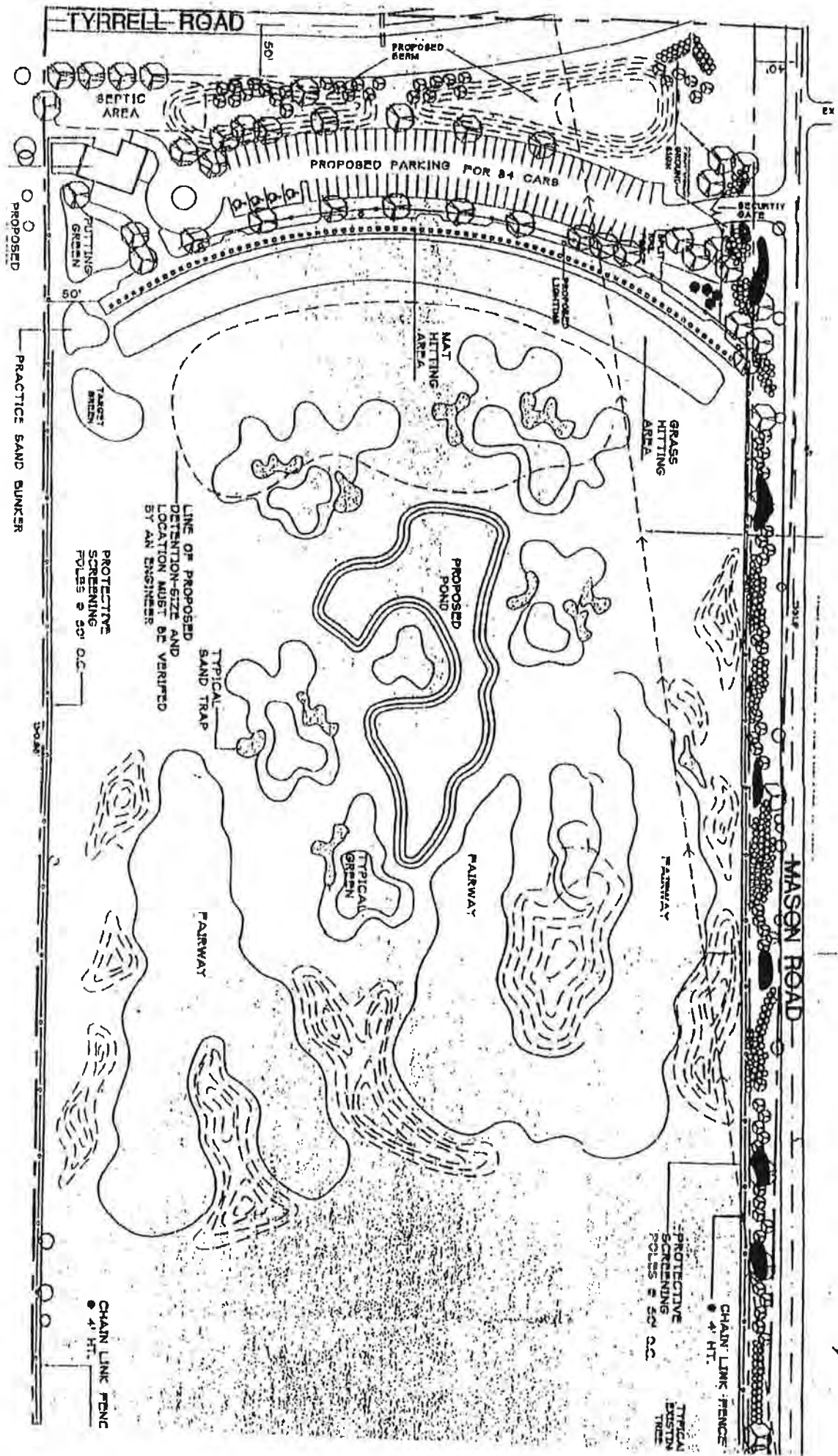
OWNER

x _____
GEORGE SALERNO

x _____
ALBERT BELMONTE

EXHIBIT "A"

THE NORTH 10.50 CHAINS OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION
31, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN IN
THE TOWNSHIP OF DUNDEE, KANE COUNTY, ILLINOIS.



U

EXHIBIT "D"

Outline Specifications

1. 75 driving stations on the West side of property as shown on Preliminary Site Plan.
2. Approximately 10 pole mounted light fixtures all shining toward the East.
3. A rustic 2-story residential styled building on a footprint of approximately 1,500 square feet.
4. An outdoor wooden deck having a footprint of approximately 1,200 square feet.
5. Approximately 10 benches.
6. A sign on the side of the building, a main ground sign, and a directional sign at the Mason Road entrance to the property.
7. Landscaping as agreed upon.

EXHIBIT "E"

1. When the driving range is closed for the winter, the safety fencing shall be either removed or lowered to a height not to exceed four feet (4'), but the poles and standards which support the safety fencing may remain in place.
2. One refuse dumpster not exceeding 3 cubic yards may be placed outside the building to be constructed on the Subject Property and shall be screened from public view by fencing or plantings. All other refuse must be stored inside the pro shop and maintenance building.
3. Cyclone fencing shall be permitted on the North, East and South property lines of the Subject Property. Fencing along the East property line shall not exceed four feet (4'). The safety fencing on the North and South property lines shall not exceed forty feet (40') in height.
4. No overhead driving range illumination may be installed upon the Southerly, Northerly or Easterly property lines. Such illumination shall be parallel with the Westerly line of the property.
5. A security gate will be installed at the Mason Road entrance to the Subject Property and access to the parking lot shall be secured when the driving range is not open for business (both in the evenings and seasonally).
6. All improvements and uses on the Subject Property shall otherwise comply with all ordinances and codes of the Village, including but not limited to the Site Plan.
7. The Subject Property shall be liable to the Village for ten percent (10%) of the total cost of installation of traffic signals which may in the future be located at the intersection of Tyrrell and Mason Roads. Such payment shall be due upon installation of such traffic control signaling but so long as the Subject Property is exclusively devoted to golf range use, no payment shall be required but the payment shall be made when use of the Subject Property is later changed.
8. All maintenance equipment and vehicles shall be stored and housed in the pro shop/maintenance equipment building and may not be stored in areas of public view.
9. Appropriate registration shall be maintained with the State of Illinois Department of Revenue, to the effect that sales of personal property made upon the premises are reported as having been made in the Village.
10. Appropriate seasonal signage shall be installed on the Subject Property to the effect that use of snowmobiles is not permitted upon the Subject Property.

AMENDMENT TO ANNEXATION AGREEMENT

Agreement made this 18TH day of March, 1997 by and between the
VILLAGE OF GILBERTS, (Village), and ^{THE CHICAGO TRUST COMPANY FKA*} CHICAGO TITLE AND TRUST CO. AS
TRUSTEE UNDER TRUST NO. 1100736, GEORGE SALERNO and ALBERT BELMONTE
(collectively referred to as Owner).

W I T N E S S E T H:

A. The Trustee is the owner of record of that certain parcel of real property situated on Mason Road east of Tyrrell Road in Kane County, Illinois, which is more particularly described in Exhibit A attached hereto and made a part hereof, which parcel consists of approximately 21 acres and is in the corporate limits of the Village.

B. On August 19, 1994 the Owner and Village entered into an Annexation Agreement for the property described in Exhibit A.

C. The Owner is desirous of amending said Agreement to permit construction of a restaurant upon and rezone that portion of the property described in Exhibit B. (Restaurant Site).

D. The Corporate Authorities, after due and careful consideration, have concluded that Amendment of said Annexation Agreement would further the orderly growth of the Village, enable it to control the development of the subject property and serve the best interests of the Village.

E. A Petition was submitted to the Corporate Authorities and a public hearing held thereon pursuant to notice, all as provided by statute and ordinances of the Village.

F. Any fire protection district, library district, post office, road commissioner and other entity or person entitled to notice hereof has been given such notice as required by law.

G. The property is well located and suited for the purposes herein discussed and such amendment poses no detriment to the Village or surrounding property.

H. No electors reside upon the property.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and in reliance on the ordinances, codes and regulations of the Village in effect as of the date hereof, the parties hereto agree as follows:

1. The foregoing recitals are incorporated herein:
2. The Village shall promptly adopt an Ordinance amending the Annexation Agreement and enabling Ordinance subject to the terms and conditions herein stated to which this Agreement shall be an Exhibit.
3. The property described in Exhibit B shall henceforth be governed and developed within the following parameters:
 - a. The property shall be zoned C-1, Special Use for a Restaurant,
 - b. Owner and the Village acknowledge that the approved site plan is preliminary and that Owner must submit a final site plan and all engineering and other documentation as otherwise required of a subdivision with improvements pursuant to ordinance before Owner may construct a building on the Restaurant Site. Owner shall have a period of 10 years from the date hereof to obtain a final building occupancy permit for the Restaurant failing which the Village's approval of the preliminary site plan shall terminate; provided,

however, that the lapse of such time will not terminate the subdivision engineering planning as above required or the obligation, if any, of the Village to issue a liquor license as hereinafter provided if and when a final site plan for the Restaurant Site is approved by the Village.

c. Upon completion of construction of a restaurant on the Restaurant Site in accordance with the terms hereof, the Owner or operator of the restaurant may apply for a Class A liquor license (or the then equivalent) for the restaurant on the following conditions:

1. If no Class A liquor licenses are then available the Village will create one Class A license and shall hold such license for a reasonable period of time to allow the Owner or operator of the restaurant to apply therefor.
2. The applicant for such license must be qualified under both State law and the Village's then existing Liquor Control Ordinance, applied non-discriminatorily;
3. The applicant for such license shall complete the appropriate application forms, undergo any background checks and otherwise comply with all State laws and with the Village's uniformly applied application requirements, including the payment of all required application and/or license fees.

The Village acknowledges that the Owner will expend a substantial sum of money to construct a restaurant in reliance on the provisions of this Section and agrees not to withhold or delay the issuance of a Class A liquor license as herein provided except for good cause. Owner acknowledges that the Village is not obligated hereby to issue a liquor license nor can the Village be so bound as a matter of law.

- d. Completion of the Restaurant Site shall be made in accordance with the restrictions and concerns expressed in that letter from the Village Engineer, Rempe-Sharpe, dated November 27, 1996, attached hereto and made part hereof as Exhibit C.
- e. All outside storage and refuse shall be screened from view.

- f. No less than 9 shade trees shall be installed within the Mason Road right of way.
 - g. Owner shall provide no less than 105 improved parking spaces for a 7,225 square foot restaurant (14.5 spaces per square foot). Expansion provisions shall be made for an additional 25 spaces. No parking shall be permitted off-site or upon Mason Road. No improvements to Mason Road by the Owner shall be required for construction of a Restaurant on the Restaurant Site.
 - h. A plat of subdivision with final engineering for a vacant site shall be presented by Owner and approved by the Village no later than January, 1998 for the Restaurant Site noting easements for storm water disposal, retention and detention, sanitation and septic field expansion, if any. In the event such plat is not approved by January 1, 1998, zoning for the Restaurant Site shall revert to R-1 with Special Use for a golf course.
 - i. In the event municipal sewer and or water service is offered to the Restaurant Site Owner must connect any building thereto when available to the site.
 - j. The Restaurant Site may construct 1 access to Mason Road and shall provide any reasonably required utility or drainage along the Mason Road frontage.
 - k. If the Restaurant Site is not approved for a final occupancy permit by March 18, 2007, zoning for the Restaurant Site shall revert to R-1, Special Use for a golf course.
5. The term this Amendment shall expire contemporaneously with the August 19, 1994 Agreement, zoning classification to continue thereafter. Except as herein specifically amended, the terms of the August 19, 1994 Agreement remain unaffected.
6. All provisions, conditions, and regulations as set forth in this Agreement and the documents or plans to which it refers shall supersede all Village ordinances, codes, and regulations that are in conflict herewith as they may apply to the subject property.

However, where this Agreement is silent, Village ordinances shall apply and control.

7. This Agreement shall bind the heirs, successors, and assigns of the Owner, the Village, the Corporate Authorities and their successors in office.

8. After the execution hereof, the text of this Agreement and the Ordinance shall be recorded by the Village and required notices sent at the cost and expense of the Owner and certified copies provided to the Owner.

9. Any party to this Agreement, either in law or in equity, by suit, action, mandamus, or other proceeding may enforce or compel the performance of this Agreement, or have such other relief for the breach thereof which by law or equity is available to them.

10. Time is of the essence of this Agreement. Upon the occurrence of a default of any of the provisions of this Agreement, which default continues for ten (10) days after a notice specifying such default is given the defaulting party, the injured party hereto may in law or inequity, by suit, action, mandamus, or other proceeding, including specific performance, enforce or compel the performance of this Agreement by such defaulting party.

11. In the event any portion of this Agreement or part thereof deemed invalid by a court of competent jurisdiction, the such invalidity of said provision or part thereof shall not affect the validity of any other provision hereof.

OWNER:

CHICAGO TITLE & TRUST CO., AS
TRUSTEE UNDER TRUST NO. 1100736

VILLAGE OF GILBERTS

BY David L. Shepard
President

By: _____
Assistant Vice President

ATTEST:

Assistant Secretary

ATTEST:

Patricia Mueller
Clerk

George Salerno
George Salerno

Albert Belmonte
Albert Belmonte

SEE ATTACHED EXEMPTORY CLAUSE FOR SIGNATURE

This instrument is executed by the Trustee under the provisions of a Trust Agreement known as Trust No. 1100736, not personally, but solely as Trustee aforesaid in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and/or holders of the power of direction of said Trust. The Trustee warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of the Trustee in form purporting to be the said representations, warranties, covenants, undertakings and agreements of said Trustee are each and every one of them are not made with the intention of binding the Trustee in its individual capacity.

This document prepared by
and should be returned to:
Ronald O. Roeser
ROESER & VUCHA
920 Davis Road, Suite 100
Elgin, IL 60123
847/888-1820

EXHIBIT A
LEGAL DESCRIPTION

The North 10.50 chains of the West half of the Northwest Quarter of Section 31, Township 42 North, Range 8 East of the Third Principal Meridian, in the Township of Dundee, Kane County, Illinois.

EXHIBIT B
LEGAL DESCRIPTION-RESTAURANT SITE

That part of the North 10.50 chains of the West 1/2 of the Northwest 1/4 of Section 31, Township 42 North, Range 8 East of the Third Principal Meridian in the Village of Gilberts, Dundee Township, Kane County, Illinois described as follows: Commencing at the Northeast corner of the North 10.50 chains of the West 1/2 of the Northwest 1/4 of Section 31 as aforesaid; thence South 00 degrees, 07 minutes 29 seconds West, along the East line of said North 10.50 chains, 40.01 feet to the place of beginning for the parcel herein described; thence continuing South 00 degrees, 07 minutes 29 seconds West, along said East line, a distance of 362.70 feet; thence North 89 degrees 52 minutes 12 seconds West, perpendicular to the last described course, 322.00 feet; thence North 00 degrees 07 minutes 29 seconds East, parallel with the East line of said North 10.50 chains, 357.23 feet to a point of intersection with a line 40.00 feet South of and parallel with the North line of the aforesaid Northwest 1/4; thence North 89 degrees 09 minutes 04 seconds East along said line, 322.05 feet to the Point of Beginning, all in the Village of Gilberts, Dundee Township, Kane County Illinois, containing 115,908 square feet (2.661 acres) of land, more or less.

WP6.0: sai-3.vg
02/28/97:03/04/97
03/06/97:03/12/97

EXECUTION WITH EXCULPATORY CLAUSE FOR THE CHICAGO TRUST COMPANY,
TRUSTEE UNDER TRUST # 1100131e ATTACHED TO THAT Amendment to Annexation
Agreement DATED March 18, 1997 TO _____

It is expressly understood and agreed by and between the parties hereto, anything 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; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against The Chicago Trust Company, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, The Chicago Trust Company, not personally, but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

DATE March 24, 1997

The Chicago Trust Company,
as Trustee aforesaid and not personally,

By: [Signature]
Assistant Vice President

Attest: Julie Ebert
Assistant Secretary



STATE OF ILLINOIS)
COUNTY OF DuPage)) SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of The Chicago Trust Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary 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 Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 24th day of March 1997.

[Signature]

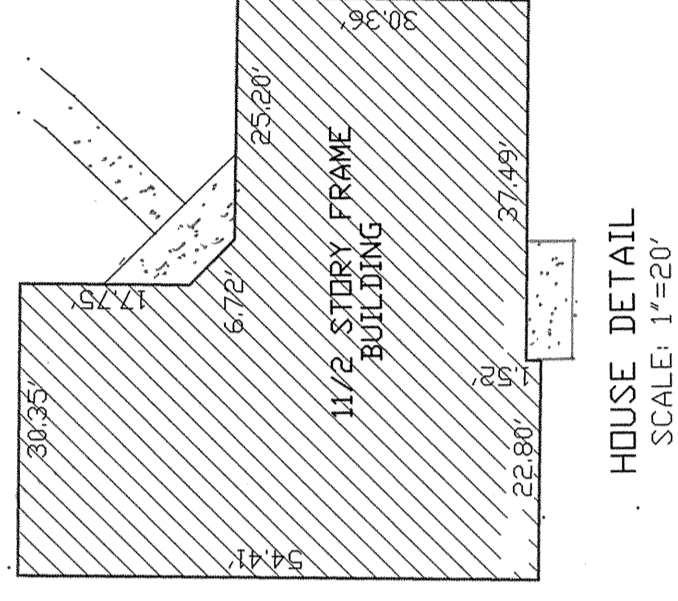
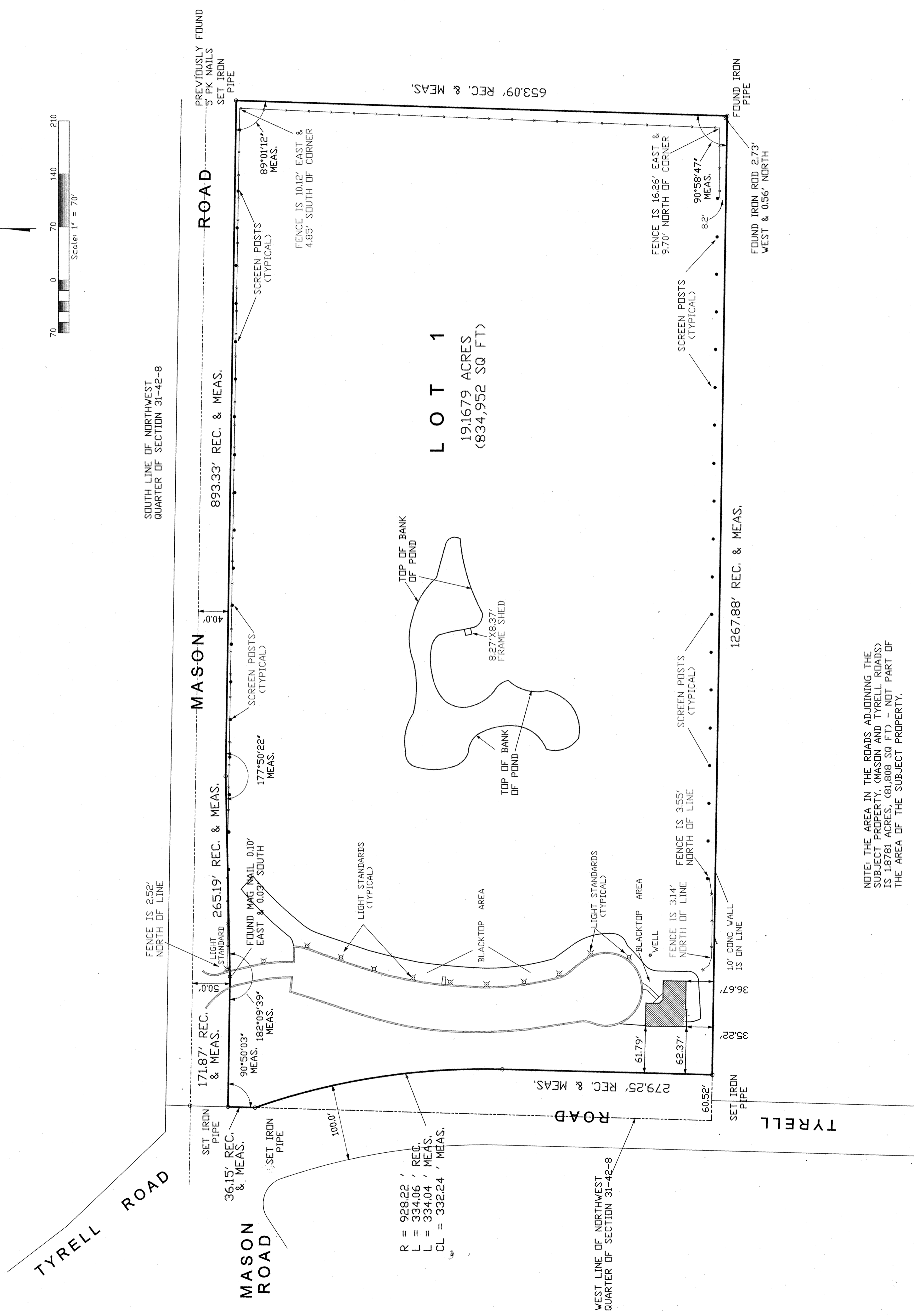
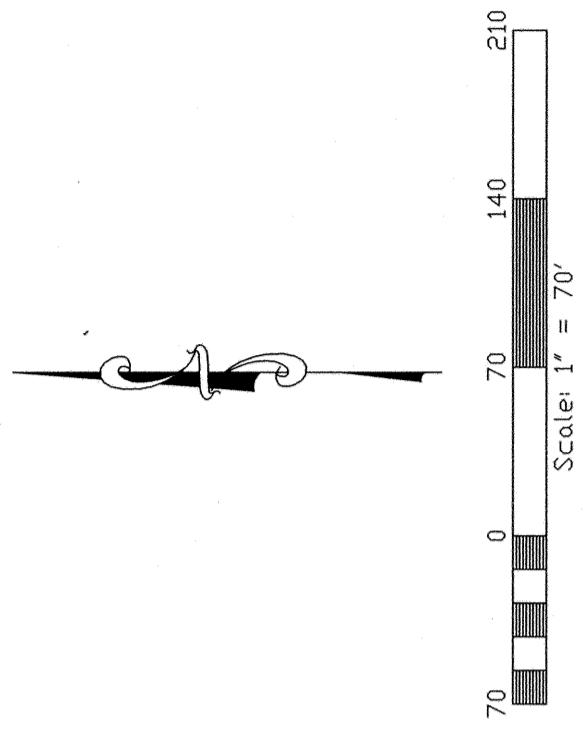
Notarial Seal
A:NOTARY.LTR



Alan J. Coulson, P.C. PROFESSIONAL LAND SURVEYORS PLAT OF SURVEY

OF PROPERTY DESCRIBED AS FOLLOWS:

Lot 1 in The Besal Subdivision, being a subdivision of part of the Northwest Quarter of Section 31, Township 42 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded October 7, 1996 as Document Number 98K071800, in the Village of Gilberts, Kane County, Illinois.



STATE OF ILLINOIS } ss JAN 3 2020

I hereby certify that I have surveyed the property described in the above caption according to the official record, and that the above plat is a true and correct representation of said survey.

Charles J. Hill, Professional Land Surveyor No. 35-2700
My License expires 11/30/2020

Scale: 1" = 70'
Ordered: ASAINP
Buyer: GEN
Page: 1
Drawn: COULSON
Job: GILBERTS
City:

FIELD WORK COMPLETED: Dec 29, 2019

THIS SURVEY IS VALID ONLY WITH EMBOSSED SEAL.

This professional service conforms to the current Illinois minimum standards for a boundary survey.
Professional Design Firm Land Surveying Corporation, License No. 184-002863

Compare the description on this plat with deed. Refer to deed for easements and building lines.

Alan J. Coulson, P.C.
PROFESSIONAL LAND SURVEYORS
645 S. 8th St., (Rte. 31) West Dundee, IL 60118
Phone: (847)-426-2911 Fax: (847)-426-8074
E-MAIL: SRVAYR@ALANJCOULSON.COM

Synopsis for Petitions

825 N. Tyrrell Road

Gilberts, IL 60136

There are 2 Zoning applications to be presented on February 12, 2020 to the Village's Planning and Zoning committee.

- 1) An application to approve a zoning map amendment to re-zone 825 N. Tyrrell Road from R1/C1 zoning district to an I1 zoning district;
- 2) An application to allow a special use permit within a I1 zoning district for a golf driving range with a refreshment stand.

In order to facilitate a discussion regarding the approval of these applications, a history of said parcel and its original zoning rationale is warranted.

Twenty-five years ago, the petitioner approached the Village of Gilberts regarding 825 N. Tyrrell and its prospects. At that time, this parcel was a 20-plus acre unincorporated piece of farmland.

It was the petitioner's intent to develop the parcel as a golf driving range with a refreshment stand.

The petitioner was welcomed with open arms by the Village of Gilberts.

The 1st step of the process regarding 825 N. Tyrrell Rd. was to incorporate/annex the property into the Village. This annexation would extend the boundaries of the Village of Gilberts east of Tyrrell Rd. at Mason Rd.

The 2nd step of this process would be to determine what would be the best and highest use of the property from an end user's point of view. All involved in the process understood that a golf driving range with a refreshment stand would not be the end use of the property.

It was the hope and belief of the Village Administration that once this piece of property came into Gilberts, the remaining 250 plus acres of unincorporated farmland east of Tyrrell Rd. would annex into the Village soon thereafter. The Village believed that all of this unincorporated farmland would best be suited for single family homes consistent with Gilberts Glen that sat west and south of Tyrrell Road at Mason.

With that comprehensive plan in mind, the Village of Gilberts annexed in 825 N. Tyrrell Rd. as a R1 zoning district with a special use permit within the district to operate a golf driving range with a refreshment stand.

Over the last 25 years to date, 825 N. Tyrrell Rd. has continuously existed as a golf driving range with a refreshment stand in an R1/C1 zoning district.

However, the surrounding unincorporated 250 plus acres of farmland did not follow accord with the Village's hopes and beliefs. Instead, the remaining farmland, east of Tyrrell north and south of Mason, with exception of the soccer practice facility, was or is in the process of being incorporated into the City of Elgin and being zoned as Industrial.

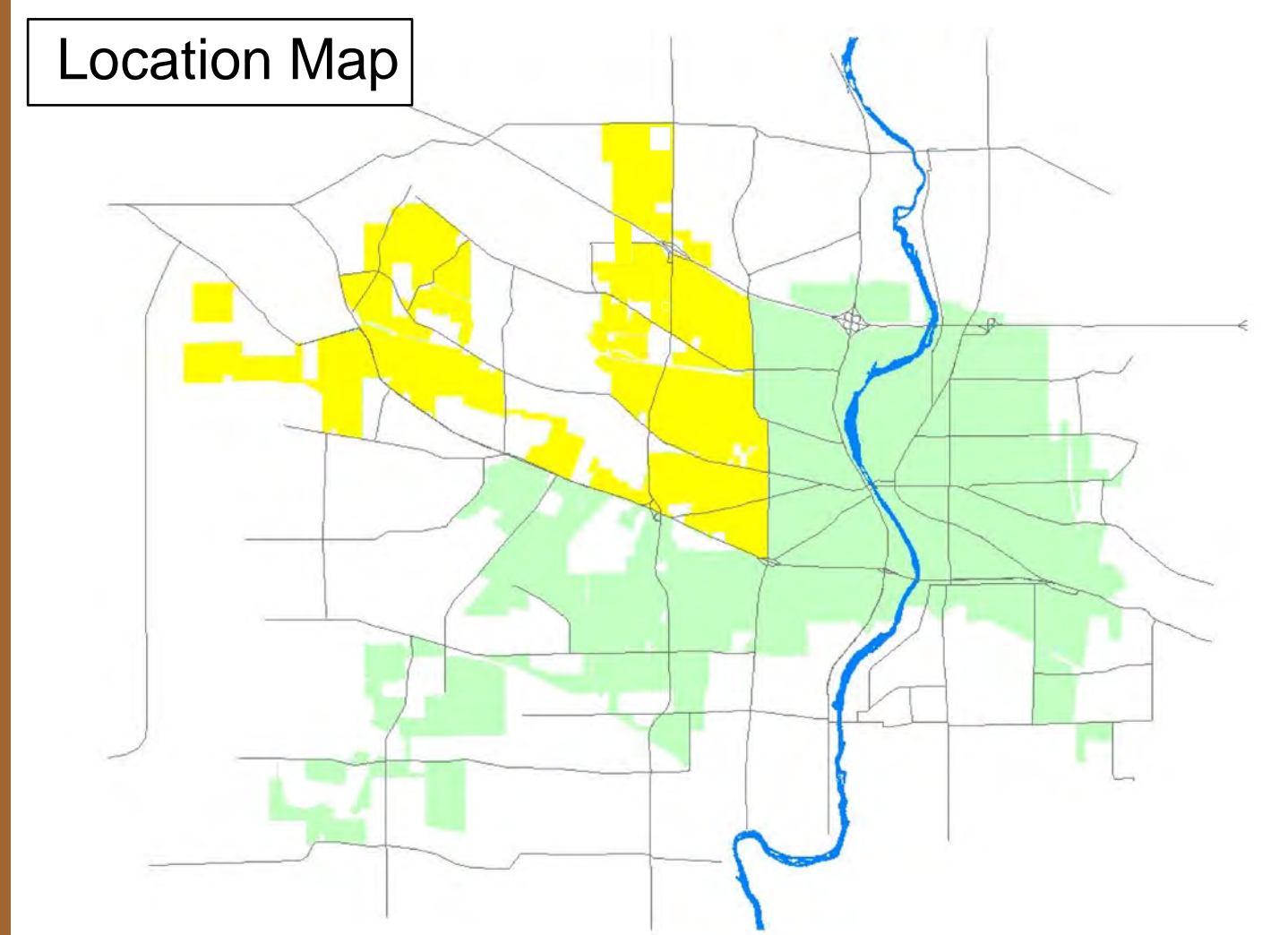
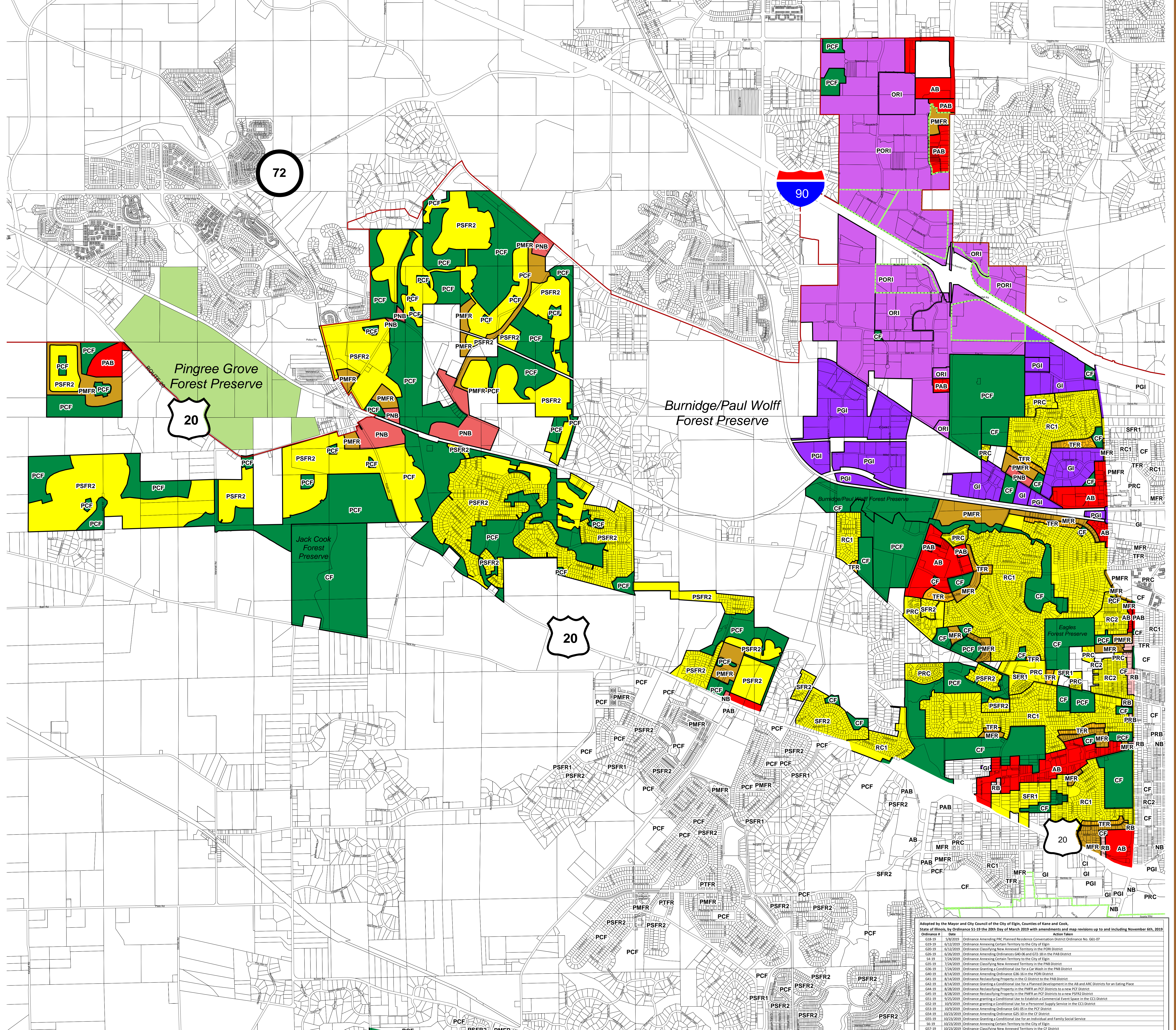
Specifically, the surrounding direct properties of 825 N. Tyrrell Rd. are as follows:

1. (South) A 300,000 square foot industrial building exists
2. (East) A 300,000 square foot industrial building is to be constructed starting April of 2020
3. (North) 3 industrial buildings totaling 750,000 square feet, are under construction, with 3 additional buildings of similar size are proposed.

As such, the petitioner humbly requests that the Planning and Zoning Committee approve the application for a zoning map amendment to re-zone 825 N. Tyrrell Rd. from R1/C1 to Industrial 1 in order to conform and remain consistent with the rest of the properties (neighborhood) east of Tyrrell Rd., north and south of Mason.

Finally, the petitioner requests a special use permit be granted to operate a golf driving range with a refreshment stand on this property in an I1 zoning district thereby allowing our golf driving range to continue to operate in the Village of Gilberts.

City of Elgin 2020 Zoning Map - Northwest



- ### LEGEND
- #### Zoning Classification
- RC1 - Residence Conservation 1
 - RC2 - Residence Conservation 2
 - RC3 - Residence Conservation 3
 - PRC - Planned Residence Conservation
 - SFR1 - Single Family Residence 1
 - SFR2 - Single Family Residence 2
 - PSFR1 - Planned Single Family Residence 1
 - PSFR2 - Planned Single Family Residence 2
 - TFR - Two Family Residence
 - PTFR - Planned Two Family Residence
 - MFR - Multiple Family Residence
 - PMFR - Planned Multiple Family Residence
 - RB - Residence Business
 - PRB - Planned Residential Business
 - NB - Neighborhood Business
 - PNB - Planned Neighborhood Business
 - AB - Area Business
 - PAB - Planned Area Business
 - CC1 - Center City 1
 - CC2 - Center City 2
 - PCC - Planned Center City
 - ORI - Office Research Industrial
 - PORI - Planned Office Research Industrial
 - GI - General Industrial
 - PGI - Planned General Industrial
 - CI - Commercial Industrial
 - CF - Community Facility
 - PCF - Planned Community Facility
 - Historic Preservation District
 - Area of Special Character
 - Planning Boundary
 - Kane County Forest Preserve
 - U.S. Interstate
 - U.S. Route
 - Illinois Route

Adopted by the Mayor and City Council of the City of Elgin, Counties of Kane and Cook, State of Illinois, by Ordinance 51-19 on the 20th Day of March 2019 with amendments and map revisions up to and including November 6th, 2019.

Action Taken:

618-19	5/9/2019	Ordinance Amending PRC Planned Residence Conservation District Ordinance No. 688-07
619-19	6/20/2019	Ordinance Amending Certain Territories to the City of Elgin
620-19	6/23/2019	Ordinance Classifying New Annexed Territory in the PORI District
626-19	6/26/2019	Ordinance Amending Ordinance 646-08 and 623-08 in the PAB District
64-19	7/24/2019	Ordinance Amending Certain Territories to the City of Elgin
626-19	7/24/2019	Ordinance Classifying New Annexed Territory in the PNB District
636-19	7/24/2019	Ordinance Granting a Conditional Use for a Car Wash in the PNB District
640-19	8/14/2019	Ordinance Amending Ordinance 626-19 in the PNB District
641-19	8/14/2019	Ordinance Granting a Conditional Use for a Planned Development in the AB and ABC Districts for an Existing Place
642-19	8/14/2019	Ordinance Granting a Conditional Use for a Planned Development in the AB and ABC Districts for an Existing Place
643-19	8/28/2019	Ordinance Reclassifying Property in the PAB and PCC Districts to a new PSFR District
645-19	8/28/2019	Ordinance Reclassifying Property in the PAB and PCC Districts to a new PSFR District
651-19	9/23/2019	Ordinance granting a Conditional Use for a Residential Commercial Space in the CCI District
652-19	10/9/2019	Ordinance granting a Conditional Use for a Personnel Supply Service in the CCI District
653-19	10/9/2019	Ordinance Amending Ordinance 645-19 in the PCC District
654-19	10/23/2019	Ordinance Amending Ordinance 625-19 in the CF District
655-19	10/23/2019	Ordinance Granting a Conditional Use for an Individual and Family Social Service
66-19	10/23/2019	Ordinance Amending Certain Territories to the City of Elgin
657-19	10/23/2019	Ordinance Classifying New Annexed Territory in the CF District
660-19	11/20/2019	Ordinance Granting a Conditional Use to Establish a Pick-Up Place in the NB District

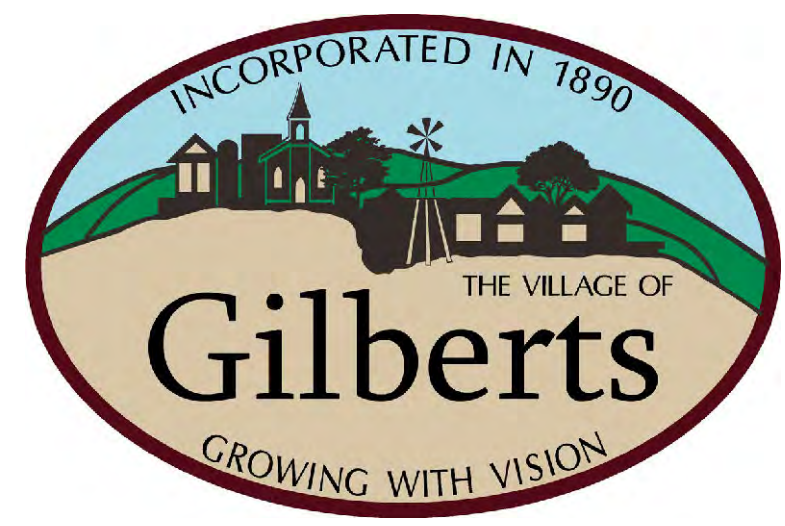


Map prepared by City of Elgin
ITS Department GIS Division

Please either contact the City of Elgin or refer to the official recorder plats or deeds for the actual legal descriptions, zoning, and property dimensions

Projection: State Plane Coordinate System (Illinois East)
Datum: NAD83
Map Units: Feet

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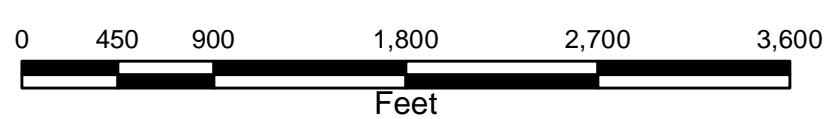
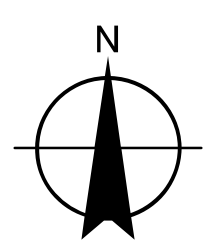
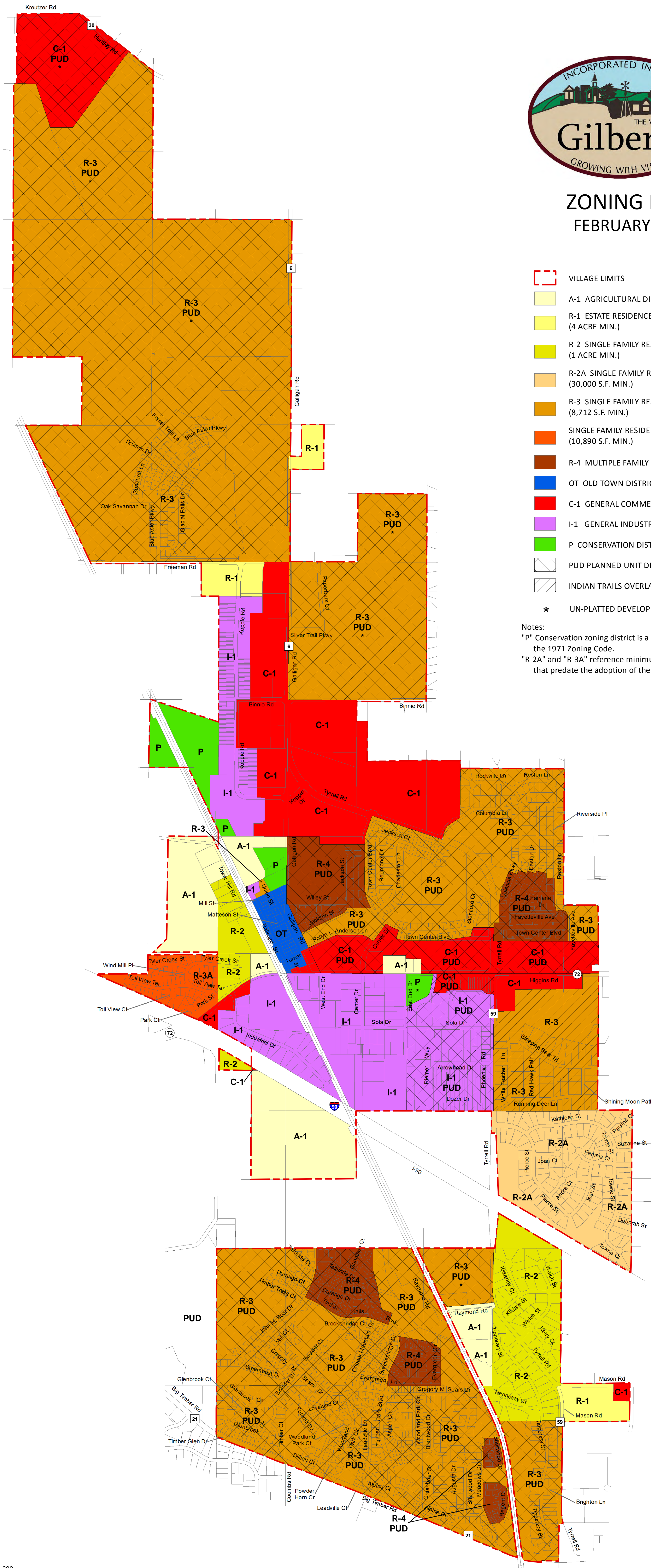


ZONING MAP

FEBRUARY 2017

- VILLAGE LIMITS
- A-1 AGRICULTURAL DISTRICT
- R-1 ESTATE RESIDENCE DISTRICT (4 ACRE MIN.)
- R-2 SINGLE FAMILY RESIDENCE DISTRICT (1 ACRE MIN.)
- R-2A SINGLE FAMILY RESIDENCE DISTRICT (30,000 S.F. MIN.)
- R-3 SINGLE FAMILY RESIDENCE DISTRICT (8,712 S.F. MIN.)
- SINGLE FAMILY RESIDENCE DISTRICT (10,890 S.F. MIN.)
- R-4 MULTIPLE FAMILY RESIDENCE DISTRICT
- OT OLD TOWN DISTRICT
- C-1 GENERAL COMMERCIAL DISTRICT
- I-1 GENERAL INDUSTRIAL DISTRICT
- P CONSERVATION DISTRICT
- PUD PLANNED UNIT DEVELOPMENT
- INDIAN TRAILS OVERLAY DISTRICT
- UN-PLATTED DEVELOPMENT

Notes:
 "P" Conservation zoning district is a holdover classification from the 1971 Zoning Code.
 "R-2A" and "R-3A" reference minimum lot sizes for specific subdivisions that predate the adoption of the UDO.



Original GIS base data derived from Kane County GIS data.
 Base data converted and revised by Baxter & Woodman Inc.