

EXHIBIT "A"

**ANNEXATION AGREEMENT FOR
APPROXIMATELY 35 ACRES
LOCATED WEST OF ORCHARD GATEWAY**

This ANNEXATION AGREEMENT, hereinafter referred to as "AGREEMENT", is made and entered into this ____ day of _____, 2018 by and between the CITY OF AURORA, ILLINOIS, a municipal corporation, "CITY"; and GOTTEMOELLER REAL ESTATE LTD., "OWNER" and "DEVELOPER". The City, Owner, and Developer are referred to as "Party" or "Parties".

WITNESSETH:

1. The Owner is record title holder of the Subject Property consisting of approximately 35 acres, legally described in Attachment "A" attached hereto (the "Subject Property").
2. The Owner has attached hereto as Attachment "B" a disclosure of the beneficial owners of any land trust holding title to all or a portion of the Subject Property, if any, or a statement indicating that there are none.
3. The Parties to this Agreement desire that the Subject Property be annexed to the City of Aurora with the benefits of the Subject Property being as follows:
 - a. Full development potential of the Subject Property;
 - b. Establishment of high quality development standards that will elevate, support and stabilize property values for the proposed land uses;
 - c. Provision of a water supply system that has been engineered to supply water services to the Subject Property;
 - d. Provision of a sanitary sewer system that has been engineered to supply services to the Subject Property through the Fox Metro Water Reclamation District's facilities, or the City's facilities;
 - e. Provision of police protection by the City's fully trained, staffed and equipped Police Department;
 - f. Provision of fire protection by the City's fully trained, staffed and equipped Fire Department; and,
 - g. Favorable insurance rates due to the City's Fire Department having a Class 2 rating.
4. The Subject Property is contiguous to the city limits of the City of Aurora, Illinois, and is not within the corporate limits of any other municipality.
5. This Agreement is made pursuant to 65 ILCS 5/11-15.1-1 and 65 ILCS 5/7-1-1 of the Illinois Compiled Statutes.

6. All notices, publications, public hearings, and all other matters attendant to said Agreement as required by State statute and the ordinances, regulations, and procedures of the City have been met prior to the execution by the Parties to this Agreement.

NOW, THEREFORE, it is agreed by and between the Parties hereto as follows:

SECTION A. Duration, Applicability and Owner/Developer Responsibility

1. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, successor owners of record and/or Developers detailed below of the Subject Property, or any part thereof, which is the subject of this Agreement, and their heirs, executors, administrators, successors, assignees, lessees, devisees and upon any successor municipalities for a period of fifteen (15) years from the date of execution hereof, unless changed in accordance with the law.
2. It is understood and agreed by the Parties hereto that, in the event all or any portion of the Subject Property is sold or conveyed at any time during the term of this Agreement, all the obligations and responsibilities of the Owner, as herein set forth shall devolve upon and be assumed by such purchaser or grantee, and the Owner shall be released from all obligations which relate to that portion of the Subject Property as may have been sold or conveyed. This provision shall not apply to a sale or transfer to the Kane County Forest Preserve District.
3. It is understood by the Parties that only approximately 6-8 acres of the Subject Property can be developed due to the presence of floodplain and wetlands over the majority of the Subject Property. The portion that can be developed is generally along Orchard Gateway on the east side of the Subject Property.
4. Owner agrees to record a copy of the city ordinance providing for the execution of this Agreement and an executed copy of this Agreement with the appropriate County Recorder within sixty (60) days of the approval of said ordinance.
5. Owner agrees to file with the City Clerk a properly executed Annexation Petition pursuant to this Agreement covering the properties described in Attachment "A" at such time as Owner seeks annexation to the City;
6. Owner agrees to petition and diligently pursue with Fox Valley Park District for annexation of the entire Subject Property within ninety (90) days of annexation to the City.
7. Owner agrees to petition and diligently pursue with Fox Metro Water Reclamation District for annexation of the entire Subject Property within ninety (90) days of annexation to the City.
8. Owner agrees to petition and diligently pursue the appropriate U.S. Post Office for an "Aurora" mailing address on the Subject Property of this Agreement, within ninety (90) days of annexation to the City.
9. Owner agrees to dedicate right-of-way for roadways on, through or adjacent to the Subject Property, at the time of petition for Annexation of the Subject Property as specified herein. The Parties acknowledge that Orchard Gateway Road, immediately east of and contiguous to the Subject Property, has been previously dedicated and no other roadways are affected by this provision.

10. Developer agrees that all existing structures on the Subject Property shall be razed and removed within one (1) year after the first Final Plan and/or Plat approval for any portion of the Subject Property. The Parties acknowledge there are currently no such structures on the Subject Property.
11. Developer agrees to connect to the public sanitary sewer system at the time the Subject Property is developed and shall pay charges for sewer service as are prescribed by City ordinances and by the Fox Metro Water Reclamation District.
12. Owner agrees to establish and record cross-access easement(s) with regard to any future private drives on the Subject Property that are intended to serve the adjacent properties, prior to or at the time of any applicable Final Plan. Owner agrees that such cross-access easements shall include the right of access by contiguous and adjoining property owners to all access point(s) onto the public right-of-way. Said access to be accomplished by crossing such portions of the Subject Property as are necessary.
13. Developer agrees that one-hundred percent (100%) of the public improvements costs required to serve the development to be constructed on the Subject Property shall be the Developer's responsibility.
14. Developer agrees that the cost of public improvements described in Section E as the "Developer's Responsibility" shall be constructed at one-hundred percent (100%) the Developer's cost.
15. Owner agrees to cooperate with the City in establishing any special service area required by the City concerning storm water control and common areas maintenance for the Subject Property including private drives and cross-access easements and shall establish any required Specific Special Service Area ("SSA") within 60 days after Final Plan, Plat and Final Engineering approval, and prior to any conveyance of any parcels to any non-Developer/Owner controlled person or entity. Owner waives any objection to the establishment of an SSA for the Subject Property and agrees that failure to comply and have a required SSA established may result in the City withholding Occupancy Permits in the development.
16. If the Subject Property is subdivided into multiple developable lots, the Developer shall set up, or join an existing, not for profit corporation to act as the Property Owner's Association requiring, assessments to take care of storm water control facilities and any common area maintenance for the Subject Property (including private drives and cross-access easements). For this purpose, Developer shall also establish covenants for the Subject Property which shall run with the land. These covenants shall require the Property Owner's Association to remain in perpetuity, establish assessments, and maintenance responsibilities. Developer agrees to set up/join said Association and record said covenants prior to the conveyance of any parcels to any non-Developer/Owner controlled person or entity.

SECTION B. Annexation, Zoning and City Responsibility

1. Subsequent to the approval of this Annexation Agreement, the City agrees to adopt an ordinance annexing the Subject Property to the City pursuant to an Annexation Petition, which may be filed by Owner at any time during the term of this Agreement, subject to the terms and conditions herein.
2. Subsequent to Annexation the City agrees to adopt an ordinance classifying the Subject Property as ORI(S) Office, Research, Light Industry District with a Special Use Planned Development, established pursuant this Agreement.

3. The City agrees that the dedication of land or cash in lieu of land is not required as the Subject Property is being zoned ORI.
4. The City agrees to an access point to the Subject Property from Orchard Gateway Road, as identified in Section E of this Agreement.

SECTION C. Development Review

1. No portion of the Subject Property shall be developed until the City has approved such development in accordance with the conditions hereinafter set forth.
2. At such time as the Subject Property described in Attachment “A” is annexed to the City, it shall be governed by all of the requirements contained in the Aurora Zoning Ordinance No. 3100.
3. Except as provided herein, the provisions of the Aurora Subdivision Control Ordinance shall govern all development of the Subject Property regardless of the size of a parcel being developed at any one time. If no subdivision plats for the Subject Property are required, then Owner agrees that the public improvements and other subdivision control requirements of the Aurora Subdivision Control Ordinance shall be applicable to the Subject Property.
4. A Preliminary Plan and Plat is required to be approved by the City Council on the entire Subject Property described in Attachment “A” prior to the approval of any Final Plan(s) and Plat(s) being approved for any part of said Subject Property.
5. Preliminary Plat(s) and Plan(s) and Final Plat(s) and Plan(s) may be submitted and approved simultaneously.
6. Final plats may be presented to the City for approval individually.
7. Building elevations shall be presented for approval with the Final Plat and/or Plan and will be evaluated based on quality and variety of building materials, orientation and presentation from the public street, and the use of architectural elements.
8. The construction of buildings on the Subject Property shall be in accordance with the Aurora Building Code requirements in force at the time of issuance of building permits.
9. All codes and ordinances of the City of Aurora not amended herein by this Agreement and all codes and ordinances applicable Citywide adopted by the City after the execution and entering into of this Agreement by the Parties hereto shall apply to the Subject Property.
10. Engineering plans and specifications for the improvements to be installed in each phase of the development shall be submitted to the City together with the final subdivision plat for such phase.

SECTION D. Variations and Special Uses

None.

SECTION E. Roads, Public Utilities and Storm Water Management

1. Extension of Orchard Gateway Road: This right-of-way for the Extension of Orchard Gateway Road shall be established at 66 feet with a cross section of 39 feet of pavement width back to back with B6-12 curb and gutter. A five-foot (5') sidewalk on the south side of this right of way adjacent to the property line is required and shall be permitted within the public right-of-way up to one foot (1') off the property line.
2. Extension of Orchard Gateway Road by the Village of Sugar Grove. The Village of Sugar Grove may sometime in the future choose to extend Orchard Gateway Road from the west of the Subject Property. At such time as the Village of Sugar Grove acquires all other rights-of-way and easements and secures all governmental approvals necessary for it to construct such an extension of Orchard Gateway Road to the western property line of the Subject Property, the Developer shall, upon the written request of the Village, submit a plat of dedication of public right-of-way extending Orchard Gateway Road from its terminus to the western property line of the Subject Property.
3. Delayed Reimbursement of the Cost of a Portion of Orchard Gateway Road Built by the Village of Sugar Grove. The Parties recognize that the Village of Sugar Grove could be ready to extend Orchard Gateway Road before the development of the Subject Property commences. In such an event, the Owner/Developer shall have no obligation for the construction of this extension. However, at such time as Owner/Developer develops any portion of the Subject Property, it shall be the Owner/Developer's obligation to reimburse the Village for the construction of that portion of the completed roadway from its terminus of the east/west portion of Orchard Gateway Road located at the southwest corner of 2757 Orchard Gateway Road to the western property line of the developed portion of the Subject Property. Given that the Subject Property is substantially in the flood plain, the parties understand that only a portion of the Subject Property will be able to be developed and therefore only a portion of the extension of Orchard Gateway Road will serve the development of the Subject Property.
4. The Subject Property shall meet all applicable codes and ordinances and shall be limited to One full access from Orchard Gateway Road and one or more access points from Orchard Gateway extended into the Subject Property consistent with normal development standards of the City.
5. It may be necessary for Developer to provide a double-fed public water main system for adequate fire protection and water service for the Subject Property and each lot.
6. Development of the Subject Property requires that adequate storm and sanitary discharge plans, and other related plans, have been approved by the appropriate City of Aurora Department or agency with responsible jurisdiction.
7. At the time of development, Developer will need to present a study that determines if any of the Subject Property is subject to any jurisdictional review by the Army Corps of Engineers relating to wetland mitigation and if there is no Army Corps jurisdiction then any wetland/floodplain mitigation shall be subject to review and approval in accordance with the applicable Kane County ordinances.
8. A subsurface drainage investigation report shall be submitted to the City's Engineering Division for review, as per the requirements of the Stormwater Ordinance, at the time of the first development of the Subject Property. Any and all field tiles on the Subject Property must be

protected during construction and shall be re-routed so as to not run under any building. Any filling operations must be done in such a manner so as not to raise the emergency overland flow elevations on adjacent properties. To the extent portions of the field tile system are not incorporated into the development of the Subject Property, the Owner/Developer shall insure that the field tile system is maintained in good condition at all times. Owner/Developer shall repair all damaged field tiles with the same or equivalent tile material and size as that presently used in the field tile in question. If the development necessitates that a portion of the field tile is to run under any paved area, or within public right of way, then concrete tile must be used for that portion.

9. Retaining walls utilized within the development shall not exceed three (3) feet in height. The stepping of retaining walls is allowed up to six (6) feet in overall height with a minimum run of three (3) feet between steps. If the run is greater than 3 feet in total, a licensed Illinois structural engineer shall provide the design.
10. To the extent that Owner/Developer constructs improvements, buildings and structures that increase the impervious area of the Subject Property, Owner/Developer shall follow the Kane County Stormwater Ordinance requirements as adopted by the City.

SECTION F. General Provisions

1. In the event that any section, subsection or paragraph of this Agreement is held to be invalid, the invalidity of such section, subsection or paragraph shall not affect any of the other provisions of this Agreement. None of the Parties to this Agreement shall challenge the validity or enforceability of this Agreement nor any provision of this Agreement, nor assert the invalidity or unenforceability of this Agreement or any provision thereof as defense to any claim by any other Party seeking to enforce this Agreement.
2. Any notice or demand hereunder from any Party hereto to another Party hereto shall be in writing and shall be deemed served if mailed by prepaid registered or certified mail addressed as follows:

If to the CITY: Mayor of Aurora
City of Aurora
44 East Downer Place
Aurora, Illinois 60507

With copy to: Corporation Counsel
City of Aurora Law Department
44 E Downer Place
Aurora, Illinois 60507

If to the OWNER/DEVELOPER:
Gottmoeller Real Estate Ltd.
4480 State Route 705
Fort Loramie, OH 45845
Attention: Russ Gottmoeller

With a copy to: Dykema Gossett PLLC
2300 Cabot Drive, Suite 505

Lisle, Illinois 60532
Attn: Bruce Goldsmith

3. Should correspondence to Owner be a notification of violation of any provision of this Annexation Agreement, Owner shall have thirty (30) days in which to correct such violation unless such cure takes longer and Owner/Developer is acting diligently to effect the cure. The thirty-day period shall begin at the time of the mailing of said notice.
4. The Parties hereto agree to cooperate in applying the provisions of this Agreement and to fulfill the intent of the provisions set forth herein.
5. The Parties agree that the Parties or their successors in title may enforce this Agreement in any court of competent jurisdiction in an appropriate action at law or in equity, as provided in 65 ILCS 5/11.1-4, as amended, including the right of any of the Parties to seek specific performance of the terms of this Agreement.
6. Owner and Developer understand and agree that the Subject Property shall be subject to any lawful fees enacted by the City with regard to development so long as said fees are uniformly applied in the City except for fees that the City elects to rebate to developers pursuant to an annexation or development agreement.

(SIGNATURE PAGES TO FOLLOW)

Executed in Aurora, Illinois.

SIGNED BY OWNER and DEVELOPER on the ____ day of _____, 2018.

Name: Gottemoeller Real Estate Ltd.

By: _____

Name: _____

Title: _____

SIGNED BY CITY OF AURORA on this ____ day of _____, 2018.

CITY OF AURORA, an Illinois Municipal Corporation

By; _____
Richard Irvin, Mayor

Attest: _____
Wendy McCambridge, City Clerk

ATTACHMENT "A"

LEGAL DESCRIPTION OF SUBJECT PROPERTY

Commonly known as (address):

Tax Parcel Number: 14-01-300-017

That part of the Northeast 1/4 of the Southwest 1/4 of Section 1, Township 38 North Range 7 East of the Third Principal Meridian, lying Northerly of a line drawn Southwesterly from a point on the East line of said Northeast 1/4 39.0 feet North of the Southeast corner thereof, to a point on the West 1/2 of said Northeast 1/4 16.5 feet North of the Southwest corner thereof;

Excepting therefrom that part conveyed to Commonwealth Edison Company in Warranty Deed recorded April 22, 1953 in Book 1624 page 211, document number 722286, more particularly described as follows: the North 100 feet of the Southwest 1/4 of Section 1, Township 38 North, Range 7, East of the Third Principal Meridian;

Also, Excepting therefrom that part conveyed to Commonwealth Edison Company in Warranty Deed recorded November 27, 1992 as document number 1247441, more particularly described as follows: that part of the Southwest 1/4 of Section 1, Township 38 North, Range 7 East of the Third Principal Meridian, bounded and described as follows: Beginning at the Southeast corner of the West 1/2 of the Southwest 1/4 of Section 1 aforesaid (said point being 1323.54 feet East of the Southwest corner of the Southwest 1/4 of said Section 1, as measured along the South line thereof); thence North along the East line of the West 1/2 of the Southwest 1/4 of said Section 1, a distance of 2416.81 feet to a point on a line 230.00 feet South of and parallel with the North line of the Southwest 1/4 of said Section 1; thence East along said parallel line a distance of 160.00 feet to a point on a line 160.00 feet East of and parallel with the East line of the West line of the Southwest 1/4 of said Section 1; thence North along said last mentioned parallel line a distance of 130.00 feet to the South line of the existing Commonwealth Edison Company right-of-way as conveyed by Warranty Deed dated March 12, 1953 and recorded on April 22, 1953, as Document No. 722286; thence West along said South line of the existing Commonwealth Edison right-of-way, a distance of 525.00 feet to a point of intersection with a line 365 feet West of and parallel with the East line of the West 1/2 of the Southwest 1/4 of said Section 1; thence South along said last mentioned parallel line a distance of 130.0 feet to a point on a line 230.0 feet South of and parallel with the North line of the Southwest 1/4 of said Section 1; thence East along said last mentioned parallel line a distance of 160.00 feet to a point on a line 205.00 feet (as measured perpendicular) West of and parallel with the East line of the West 1/2 of the Southwest 1/4 of said Section 1; thence South on said line 205.00 feet West of and parallel with the East line of the West 1/2 of the Southwest 1/4 of said Section 1, a distance of 2416.59 feet to the South line of the Southwest 1/4 of said Section One; thence East on the South line of the Southwest 1/4 of said Section 1 a distance of 205.00 feet to the point of beginning, excepting that part taken for the East-West Tollway Extension, as described in parcel E-8-42A and being located from the center line of said East-West Tollway Extension, as said center line is surveyed and staked out by the Illinois State Toll Highway Authority and recorded as document no. 1184505 in records of Kane County, Illinois;

Also except therefrom that part conveyed to Commonwealth Edison Company in Warranty Deed recorded July 3, 1974 as document number 1302867, more particularly described as follows: that part of the Southwest 1/4 of Section 1, Township 38 North, Range 7 East of the Third Principal Meridian, bounded and described as follows: Beginning at the point of intersection of a line 160.00 feet perpendicularly distant East of and parallel with the East line of the West 1/2 of the Southwest 1/4 of said Section 1, with a line 100.00 feet perpendicularly distant South of and parallel with the North line of said

Southwest 1/4 of Section 1 (being also the South line of existing Commonwealth Edison Company Right of Way as conveyed by Warranty Deed dated March 12, 1953 and recorded April 22, 1953 as document number 722286); thence East along said line 100.00 feet South of and parallel with the North line of said Southwest 1/4 of Section 1, a distance of 132.00 feet; thence Southwesterly along a straight line, 135.51 feet to a point on said line, 160.00 feet East of and parallel with the East line of the West 1/2 of the Southwest 1/4 of said Section 1, which point is 129.00 feet perpendicularly distant South of the North line of said Southwest 1/4 of Section 1; thence North 29.00 feet to the point of beginning;

Also Except therefrom that part conveyed to Commonwealth Edison Company in Warranty Deed recorded July 3, 1974 as document number 1302867, more particularly described as follows: that part of the Southwest 1/4 of Section 1, Township 38 North, Range 7 East of the Third Principal Meridian, bounded and described as follows: Beginning at the point of intersection of a line 365.00 feet perpendicularly distant West of and parallel with the East line of the West 1/2 of the Southwest 1/4 of said Section 1, with a line 100.00 feet perpendicularly distant South of and parallel with the North line of said Southwest 1/4 of Section 1, (being also the South line of the existing Commonwealth Edison Company Right of Way as conveyed by Warranty Deed dated March 12, 1953 and recorded April 22, 1953 as document number 722286); thence West along said line 100.00 feet South of and parallel with the North line of said Southwest 1/4 of Section 1, a distance of 132.00 feet; thence Southeasterly along a straight line 134.78 feet to a point on said line 365.00 feet West of and parallel with the East line of the West 1/2 of the Southwest 1/4 of said Section 1, which point is 129.00 feet perpendicularly distant South of the North line of said Southwest 1/4 of Section 1; thence North 29.00 feet to the point of beginning;

Also Except therefrom that part conveyed to Aurora Christian Schools, Inc. in Warranty Deed recorded February 4, 2003 as document number 2003K020858 and more particularly described as follows: that part of the Northeast 1/4 of the Southwest 1/4 of Section 1, Township 38 North, Range 7 East of the Third Principal Meridian, described as follows: Commencing at the Southeast corner of the Northeast 1/4 of said Southwest 1/4; thence North 00 degrees 00 minutes 00 seconds East, along the East line of said Southwest 1/4 39.00 feet to the point of beginning; thence South 88 degrees 01 minutes 30 seconds West 80.05 feet; thence North 02 degrees 44 minutes 32 seconds East 687.61 feet; thence North 89 degrees 02 minutes 12 seconds East 47.11 feet to the East line of said Southwest 1/4; thence South 00 degrees 00 minutes 00 seconds West along said East line 684.86 feet to the Point of Beginning, all in the Township of Sugar Grove, Kane County, Illinois.

ATTACHMENT "B"

DISCLOSURE OF BENEFICIAL OWNERS

There are no beneficial owners of any land trust holding title to any portion of the Subject Property

ATTACHMENT C AND C-1

Location of the Access Point off of Orchard Gateway Road.



This drawing shall not be used nor reproduced either wholly or in part except when authorized by the engineer-Rempe-Sharpe

REMPE-SHARPE
 CONSULTING ENGINEERS
 IL P.D.F. LICENSE NO. 184-000895
 324 WEST STATE STREET - GENEVA, ILLINOIS 60134
 Telephone (630) 232-0827 - Fax (630) 232-1629

PROJECT

SHEET TITLE
ATTACHMENT C

SCALE	PROJECT NO.	SHEET
1"=200'	KC-121	No. 1
	DATE	Of 2
	AUG 2018	



This drawing shall not be used nor reproduced either wholly or in part except when authorized by the engineer-Rempe-Sharpe

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PROJECT

SHEET TITLE
ATTACHMENT C-1

SCALE	PROJECT NO.	SHEET
1"=50'	KC-121	No. 2
	DATE	Of 2
	AUG 2018	