

**VILLAGE OF ROUND LAKE  
PUBLIC HEARING  
MONDAY, AUGUST 15, 2022  
442 N. CEDAR LAKE ROAD  
6:45 P.M.**

**AGENDA**

Public Hearing Before Corporate Authorities

RE: Proposed Annexation Agreement Between the Village of Round Lake and Chicago Title Land Trust Company, the Light Family Limited Partnership and CHDS, LLC, the Property Owners and Developers, For Property Commonly Referred to As the Southwest Corner of Fairfield and Route 120, Round Lake Ski Hill

1. Call to Order, Roll Call - Establish Quorum
2. Confirm Legal Notice of Public Hearing
3. Presentation by Petitioner
4. Trustee Comment on Proposed Annexation Agreement
5. Public Comment on Proposed Annexation Agreement
6. Adjourn Public Hearing



VILLAGE OF ROUND LAKE  
**AGENDA ITEM SUMMARY**

**TITLE:** SKI HILL ANNEXATION AGREEMENT PUBLIC HEARING

**Agenda Item No.** Public Hearing

***Executive Summary:***

Attached is a copy of the draft Annexation Agreement for the Round Lake Ski Hill project that is the subject of the August 15<sup>th</sup> public hearing scheduled for 6:45 pm.

As you review the enclosed Agreement, please keep in mind that this has been reviewed and discussed by Village Staff, Village Attorney and the Developer. Staff engaged in extensive negotiations with the Developer to insure the creation of an agreement that is in the Village’s favor. The Agreement was presented and given formal consideration by the Committee of the Whole at their August 1, 2022 meeting.

No Village Board action is necessary at this time. The public hearing is simply a formality that is mandated via State Statues.

Attached is the Annexation Agreement, as reviewed by the Developer and Property Owners, Village Staff and Village Attorney.

***Recommended Action:***

Consideration of Annexation Agreement

<b>Committee:</b>	<b>Meeting Date:</b> August 15, 2022																																						
<b>Lead Department:</b> Community Development	<b>Presenter:</b> Katherine T. Parkhurst, AICP, Director of Economic & Community Development																																						
<b>Item Budgeted:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A  If amount requested is over budget, a detailed explanation of what account(s) the overage will be charged to will be provided in the Executive Summary or attached detail.  <b>Note:</b>	<table border="1"> <thead> <tr> <th>Account(s)</th> <th>Budget</th> <th>Expenditure</th> </tr> </thead> <tbody> <tr> <td>Various</td> <td></td> <td></td> </tr> <tr> <td> </td> <td></td> <td></td> </tr> <tr> <td> </td> <td></td> <td></td> </tr> <tr> <td>Item Requested</td> <td></td> <td></td> </tr> <tr> <td>Encumbered</td> <td></td> <td></td> </tr> <tr> <td>Actual</td> <td></td> <td></td> </tr> <tr> <td> </td> <td></td> <td></td> </tr> <tr> <td>Total:</td> <td><b>\$0.00</b></td> <td><b>\$0.00</b></td> </tr> <tr> <td colspan="3">Request is over/under budget:</td> </tr> <tr> <td>Under</td> <td>-</td> <td></td> </tr> <tr> <td>Over</td> <td>-</td> <td></td> </tr> </tbody> </table>	Account(s)	Budget	Expenditure	Various									Item Requested			Encumbered			Actual						Total:	<b>\$0.00</b>	<b>\$0.00</b>	Request is over/under budget:			Under	-		Over	-			
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Sold To:  
VILLAGE OF ROUND LAKE - CU00410462  
442 North Cedar lake Road  
Round Lake,IL 60073

Bill To:  
VILLAGE OF ROUND LAKE - CU00410462  
442 North Cedar lake Road  
Round Lake,IL 60073

## Certificate of Publication:

Order Number: 7256606  
Purchase Order:

State of Illinois - Lake

**Chicago Tribune Media Group** does hereby certify that it is the publisher of the Lake County News-Sun. The Lake County News-Sun is a secular newspaper, has been continuously published Daily for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City of Waukegan, Township of Waukegan, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 IL CS 5/5.

This is to certify that a notice, a true copy of which is attached, was published 1 time(s) in the Lake County News-Sun, namely one time per week or on 1 successive weeks. The first publication of the notice was made in the newspaper, dated and published on 7/28/2022, and the last publication of the notice was made in the newspaper dated and published on 7/28/2022.

This notice was also placed on a statewide public notice website as required by 715 ILCS 5/2. 1.

PUBLICATION DATES: **Jul 28, 2022.**

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Lake County News-Sun

In witness, an authorized agent of The Chicago Tribune Media Group has signed this certificate executed in Chicago, Illinois on this

29th Day of July, 2022, by

**Chicago Tribune Media Group**



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Jeremy Gates

# CHICAGO TRIBUNE

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## PUBLIC NOTICE

Notice is hereby given that the President and Board of Trustees of the Village of Round Lake will hold a public hearing on a proposed annexation agreement between Chicago Title Land Trust Company, the Light Family Limited Partnership and CHDS, LLC, the property owners and the Village, on Monday, August 15, 2022 at 6:45 p.m. in the Round Lake Village Hall Board Room, 442 N. Cedar Lake Road, Round Lake, IL 60073.

The following property consisting of approximately 104.6 acres located at the southwest corner of Illinois Route 120 and Fairfield Road is the subject of the proposed annexation agreement:

### PARCEL A:

THAT PART OF THE NORTH HALF OF LOT 2 IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTH HALF OF SAID LOT 2; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 2, 693 FEET TO THE CENTER LINE OF BELVIDERE ROAD (STATE ROUTE NO. 120); THENCE SOUTHWESTERLY, ALONG THE AFORESAID CENTER LINE, 50 FEET, MORE OR LESS, TO THE LINE OF AN OLD FENCE; SAID POINT BEING EAST LINE PREMISES CONVEYED BY WARRANTY DEED RECORDED DECEMBER 26, 1901 AS DOCUMENT NO. 84287; THENCE SOUTH, ALONG SAID OLD FENCE LINE, TO THE SOUTH LINE OF THE NORTH HALF OF SAID LOT 2; THENCE EAST 52 FEET, MORE OR LESS TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS, ALSO THAT PART OF LOT 2 OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE CENTER OF NIPPERSINK ROAD, SAID POINT BEING 45 FEET NORTH OF A POINT 932 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION 31; THENCE NORTH ALONG OLD FENCE LINE 1,949 FEET TO THE CENTER OF BELVIDERE ROAD (ALSO KNOWN AS STATE ROUTE 120); THENCE SOUTH 70 DEGREES 40 MINUTES WEST ALONG THE CENTER OF SAID ROAD TO A POINT 150 FEET EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER (MEASURED AT RIGHT ANGLES THERETO); THENCE SOUTH PARALLEL WITH AND 150 FEET EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER TO THE CENTER OF SAID NIPPERSINK ROAD AS SET FORTH ON THE PLAT OF VACATION THEREOF RECORDED OCTOBER 18, 1989 AS DOCUMENT 2842526; THENCE SOUTH 55 DEGREES EAST ALONG THE CENTER OF SAID ROAD TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

ALL EXCEPTING THEREFROM THAT PART OF PARCEL 2 DEEDED BY AMCORE TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 8, 1989 AND KNOWN AS TRUST NUMBER 3131 TO THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION RECORDED MARCH 3, 1994 AS DOCUMENT 3500843 AND DEEDED BY AMCORE TRUST COMPANY AS SUCCESSOR TRUSTEE OF THE RALPH SYNNESTVEDT, JR. TRUST DATED JANUARY 31, 1980 AND KNOWN AS TRUST NUMBER 41N250008 TO THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION RECORDED MARCH 3, 1994 AS DOCUMENT 3500844 BOTH DESCRIBED AS FOLLOWS: THAT PART OF GOVERNMENT LOT 2 OF THE FRACTIONAL SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT OF INTERSECTION OF THE WEST LINE OF THE FRACTIONAL SOUTHWEST QUARTER OF SAID SECTION 31 WITH THE INTERSECTION OF THE CENTER LINE OF STATE ROUTE 120, SAID POINT BEING 987.40 FEET SOUTH OF THE NORTHWEST CORNER OF AFORESAID SOUTHWEST QUARTER; THENCE ON AN ASSUMED BEARING OF NORTH 70 DEGREES 05 MINUTES 11 SECONDS EAST ALONG THE CENTERLINE OF ROUTE 120 AFORESAID 159.05 FEET TO A POINT ON A LINE WHICH IS 150.00 FEET EAST OF THE WEST SECTION LINE OF SAID FRACTIONAL SECTION, AS MEASURED AT RIGHT ANGLES THERETO, TO THE POINT OF BEGINNING OF THIS PARCELS DESCRIPTION; THENCE SOUTH 00 DEGREES 29 MINUTES 47 SECONDS EAST, PARALLEL WITH THE WEST LINE OF THE AFORESAID SOUTHWEST QUARTER, 42.41 FEET; THENCE NORTH 70 DEGREES 05 MINUTES 11 SECONDS EAST, PARALLEL WITH THE CENTERLINE OF ROUTE 120 AFORESAID, 14.20 FEET; THENCE NORTH 70 DEGREES 06 MINUTES 12 SECONDS EAST, PARALLEL WITH THE CENTERLINE OF ROUTE 120 AFORESAID 487.09 FEET; THENCE NORTH 67 DEGREES 14 MINUTES 27 SECONDS EAST, 200.25 FEET TO A POINT ON THE EXISTING SOUTHERLY RIGHT-OF-WAY OF AFORESAID ROUTE 120; THENCE NORTH 70 DEGREES 06 MINUTES 12 SECONDS EAST, PARALLEL WITH THE ROUTE 120 CENTERLINE 145.08 FEET TO THE EAST LINE OF GOVERNMENT LOT 2 AFORESAID; THENCE NORTH 00 DEGREES 07 MINUTES 02 SECONDS WEST ALONG SAID EAST LINE 31.88 FEET TO THE AFORESAID CENTER LINE OF ROUTE 120; THENCE SOUTH 70 DEGREES 06 MINUTES 12 SECONDS WEST, 843.07 FEET ALONG THE CENTERLINE OF ROUTE 120 TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

### PARCEL B:

THAT PART OF THE NORTH HALF OF LOT 1 OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER OF BELVIDERE ROAD AND THAT PART OF THE SOUTHEAST QUARTER OF SAID SECTION 31, TOWNSHIP AND RANGE AFORESAID, DESCRIBED AS FOLLOWS: COMMENCING IN THE CENTER OF THE HIGHWAY AT A STAKE 2.6 CHAINS SOUTH OF THE CENTER OF SAID SECTION AND RUNNING THENCE SOUTH ON THE QUARTER SECTION LINE, 17.40 CHAINS; THENCE EAST 3.08 CHAINS TO THE CENTER OF THE HIGHWAY; THENCE NORTHERLY 17.55 CHAINS TO THE POINT OF BEGINNING (EXCEPT THAT PART THEREOF IF ANY, LYING EASTERLY OF THE CENTER LINE OF COUNTY HIGHWAY ROUTE NO. 49, SAID CENTER LINE BEING DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER 136.85 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE NORTHERLY 1684.95 FEET ALONG A LINE FORMING AN ANGLE OF 86 DEGREES 44 MINUTES MEASURED FROM WEST TO NORTH WITH THE SOUTH LINE OF SAID SECTION; THENCE NORTH 959.3 FEET ALONG A CURVE TO THE RIGHT, TANGENT TO LAST DESCRIBED COURSE AND HAVING A RADIUS OF 28647.8 FEET TO A POINT ON THE NORTH LINE OF SAID QUARTER SECTION WHICH IS 6.8 FEET EAST OF THE NORTHWEST CORNER THEREOF), IN LAKE COUNTY, ILLINOIS, EXCEPTING THEREFROM THAT PART OF PARCEL 4 DEEDED BY SYNNESTVEDT CO. TO THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION RECORDED APRIL 12, 1994 AS DOCUMENT NUMBER 3524168 DESCRIBED AS FOLLOWS: THAT PART OF THE NORTH HALF OF GOVERNMENT LOT 1 OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 31, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTH OF THE CENTERLINE OF BELVIDERE ROAD (ILLINOIS ROUTE 120) DESCRIBED AS FOLLOWS: BEGINNING AT A POINT OF INTERSECTION BEING 175.38 FEET SOUTH OF THE NORTHEAST CORNER OF THE AFORESAID SOUTHWEST FRACTIONAL QUARTER; THENCE ON AN ASSUMED BEARING OF SOUTH 70 DEGREES 06 MINUTES 12 SECONDS WEST ALONG THE AFORESAID CENTERLINE OF ROUTE 120, A DISTANCE OF 1402.74 FEET TO THE WEST LINE OF AFORESAID LOT 1; THENCE SOUTH 00 DEGREES 07 MINUTES 02 SECONDS EAST, 31.88 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF ROUTE 120 AFORESAID; THENCE NORTH 70 DEGREES 06 MINUTES 12 SECONDS EAST, ALONG THE SOUTHERLY RIGHT-OF-WAY, 654.92 FEET; THENCE NORTH 75 DEGREES 48 MINUTES 50 SECONDS EAST, 100.50 FEET; THENCE NORTH 70 DEGREES 06 MINUTES 12 SECONDS EAST, PARALLEL WITH THE AFORESAID CENTERLINE, 570.26 FEET; THENCE SOUTH 60 DEGREES 31 MINUTES 01 SECONDS EAST, 50.00 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 33 SECONDS EAST, 40.00 FEET TO A POINT ON THE EXISTING CENTERLINE OF FAIRFIELD ROAD AS RECORDED PER DOCUMENT NUMBER

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1108780 IN LAKE COUNTY, ILLINOIS, SAID POINT ALSO BEING ON A CURVE IN THE CENTER OF CIRCLE BEARS NORTH 88 DEGREES 07 MINUTES 33 SECONDS EAST FROM SAID POINT; THENCE NORTHWESTERLY ALONG SAID CENTERLINE CURVE CONCAVE NORTHEASTERLY RADIUS 28496.10 FEET, CENTRAL ANGLE 00 DEGREES 01 MINUTES 46 SECONDS, 14.64 FEET; THENCE NORTH 10 DEGREES 07 MINUTES 11 SECONDS WEST, 77.60 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

EXCEPTING FROM ALL SUCH DESCRIBED PROPERTY, THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE NORTH HALF OF GOVERNMENT LOT 1 IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF SAID QUARTER SECTION WITH THE CENTER LINE OF ILLINOIS ROUTE 120, THE SOUTHEAST CORNER OF SAID QUARTER SECTION BEARS SOUTH 00 DEGREES 49 MINUTES 26 SECONDS WEST, 2472.15 FEET FROM SAID POINT AND THE NORTHEAST CORNER OF SAID QUARTER SECTION BEARS NORTH 00 DEGREES 49 MINUTES 26 SECONDS EAST, 167.19 FEET FROM SAID POINT; THENCE SOUTH 09 DEGREES 10 MINUTES 54 SECONDS EAST, 75.56 FEET TO A POINT ON A NON-TANGENT CURVE, SAID CURVE BEING THE CENTERLINE OF FAIRFIELD ROAD AS DESCRIBED IN DOCUMENT RECORDED AUGUST 30, 1866 AS DOCUMENT NUMBER 1314862; THENCE SOUTHERLY ALONG SAID CENTERLINE, 16.74 FEET, ALONG SAID NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 28,647.80 FEET, A CHORD BEARING SOUTH 00 DEGREES 55 MINUTES 39 SECONDS EAST, 16.74 FEET TO THE POINT OF BEGINNING; THENCE SOUTHERLY, CONTINUING ALONG SAID CENTERLINE, 689.03 FEET ALONG SAID CURVE, CONCAVE EAST, HAVING A RADIUS OF 28,647.80 FEET, AND A CHORD BEARING SOUTH 01 DEGREES 38 MINUTES 00 SECONDS EAST, 689.01 FEET; THENCE DEPARTING SAID CENTERLINE SOUTH 86 DEGREES 06 MINUTES 31 SECONDS WEST, 255.18 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, 77.97 FEET, ALONG A CURVE TANGENT TO THE LAST DESCRIBED COURSE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 57.00 FEET, AND A CHORD BEARING NORTH 54 DEGREES 42 MINUTES 09 SECONDS WEST, 72.03 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY, 255.57 FEET, ALONG A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 276.13 FEET, AND A CHORD BEARING NORTH 42 DEGREES 01 MINUTES 45 SECONDS WEST, 246.55 FEET; THENCE NORTH 68 DEGREES 32 MINUTES 27 SECONDS WEST, 153.66 FEET; THENCE NORTH 79 DEGREES 28 MINUTES 29 SECONDS WEST, 177.20 FEET TO THE POINT OF CURVATURE; THENCE NORTHWESTERLY, 137.27 FEET, ALONG A CURVE TANGENT TO THE LAST DESCRIBED COURSE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 130.00 FEET, AND A CHORD BEARING NORTH 49 DEGREES 13 MINUTES 26 SECONDS WEST, 130.98 FEET; THENCE NORTH 18 DEGREES 58 MINUTES 23 SECONDS WEST, 66.30 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROUTE 120, SAID SOUTHERLY LINE ALSO BEING THE SOUTHERLY LINE OF THAT PROPERTY DESCRIBED IN WARRANTY DEED RECORDED APRIL 12, 1994 AS DOCUMENT NO. 3524168; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, THROUGH THE FOLLOWING FIVE COURSES AND DISTANCES, NORTH 71 DEGREES 01 MINUTES 37 SECONDS EAST, 186.66 FEET; THENCE NORTH 76 DEGREES 44 MINUTES 15 SECONDS EAST, 100.50 FEET; THENCE NORTH 71 DEGREES 01 MINUTES 37 SECONDS EAST, 570.26 FEET; THENCE SOUTH 59 DEGREES 35 MINUTES 31 SECONDS EAST, 50.06 FEET; THENCE NORTH 69 DEGREES 03 MINUTES 52 SECONDS EAST, 40.00 FEET TO THE POINT OF BEGINNING), IN LAKE COUNTY, ILLINOIS.

PARCEL C: THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31 AND THE SOUTH HALF OF LOT 1 OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART THEREOF LYING EAST THE CENTERLINE OF FAIRFIELD ROAD), IN LAKE COUNTY, ILLINOIS, ALSO INCLUDING ALL THAT PART OF ILLINOIS ROUTE 120, LYING NORTHERLY OF AND ADJACENT THERETO AND ALL THAT PART OF NIPPERSINK ROAD LYING SOUTHERLY OF AND ADJACENT THERETO, IN LAKE COUNTY, ILLINOIS.

A copy of the proposed annexation agreement is available for public inspection in the Village Hall during regular business hours. The public is invited to attend the public hearing and participate.

Village Clerk Lisa Gvozdev  
Village of Round Lake  
7/28/22 7256606

**Revised 8.12.22**

**ANNEXATION AGREEMENT**

This Annexation Agreement (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2022 by and among the VILLAGE OF ROUND LAKE, an Illinois Municipal Corporation located in Lake County, Illinois (the "Village"), CHDS LLC, an Illinois Limited Liability Company ("Developer") and THE FAMILY LIMITED PARTNERSHIP OF DANIEL AND LEAH LIGHT, LLP, a Florida Limited Partnership, and CHICAGO TITLE LAND TRUST COMPANY AS TRUSTEE UNDER TRUST NO. 8002368804 (collectively, the "Owner"). The Village, Owner and Developer are hereinafter collectively referred to as "Parties" and individually referred to as a "Party".

**RECITALS**

- A. Owner is the owner of record of approximately 97 acres of real property located in Lake County, Illinois, which property is legally described on Exhibit A attached hereto and incorporated herein (the "Property").
- B. The Property is the subject matter of this Agreement and is depicted on the Plat of Annexation attached hereto as Exhibit B and incorporated herein.
- C. Developer is the Contract Purchaser of that portion of the Property designated as "Lot 1" on the Plat of Subdivision attached hereto as Exhibit C ("Plat"). Subsequent to the closing under the Contract, Owner will remain as the title holder to that portion of the Property designated as "Lot 2" on the Plat.
- D. The Parties desire to enter into this Agreement pursuant to the provisions of Section 5/11-15.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1 et seq. in accordance with the terms and conditions hereinafter set forth.
- E. The Property is not presently located within the corporate limits of any municipality, but is contiguous to and may be annexed to the Village as provided in Article 5/7 of the Illinois Municipal Code, 65 ILCS 5/7-1-1 et seq.
- F. Owner desires to annex the Property into the Village, and to develop or cause to be developed, the Property in a manner consistent with the plans and uses approved by the Village, and subject to the terms and conditions set forth herein.
- G. The Village acknowledges that the proposed use of the Property will be compatible with, and will further the planning objectives of the Village and that the annexation of the Property to the Village will be of substantial benefit to the Village, will extend the corporate limits and jurisdiction of the Village, will permit orderly growth, planning and development of the Village, will increase the tax base of the Village, and will promote and enhance the general welfare of the Village and its residents.

- H. Owner has filed with the Village Clerk a proper Annexation Petition (the "Annexation Petition") pursuant to 5/7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, signed by the owners of record of the Property and not less than least fifty-one percent (51%) of the electors residing thereon.
- I. Pursuant to the applicable provisions of the Illinois Municipal Code, a proposed Annexation Agreement similar in substance and in form to this Agreement was submitted to the President and Board of Trustees of the Village (hereinafter collectively referred to as the "Corporate Authorities") and a public hearing was held thereon pursuant to notice, as provided by statute.
- J. Pursuant to notice, as required by statute and ordinance, public hearings were held by the Village Planning and Zoning Commission on the requested zoning of the Property, and the findings of fact and recommendations made by said body have been forwarded to the Corporate Authorities.
- K. Due and proper notice of the proposed annexation has been given to the Avon Township Supervisor, and the Avon Township Highway Commissioner, each more than ten (10) days prior to any action being taken on the annexation of the Property.
- L. All other and further notices, publications, procedures, public hearings and other matters attendant to the consideration and approval of this Agreement and the annexation and zoning of the Property have been given, made, held and performed by the Village as required by Section 5/7-1-8 of the Municipal Code, 65 ILCS 5/7-1-8 and all other applicable statutes, and all applicable ordinances, regulations and procedures of the Village. This Agreement is made and entered into by the Parties pursuant to the provisions of 65 ILCS 5/11-15.1 et seq. of the Illinois Compiled Statutes.
- M. The Corporate Authorities have duly considered all necessary petitions to enter into this Agreement, have considered the recommendations of the Village Planning and Zoning Commission in connection with the proposed zoning of the Property and have further duly considered the terms and provisions of this Agreement and have, by an ordinance, duly adopted by a vote of two-thirds (2/3) of the Corporate Authorities then holding office, authorized the President to execute and the Village Clerk to attest, this Agreement on behalf of the Village.

***NOW, THEREFORE***, in consideration of the foregoing recitals and the mutual covenants and agreements herein made, the Parties hereby agree as follows:

## **ARTICLE I**

### **RECITALS INTEGRATED**

The parties acknowledge that the statements and representations contained in the foregoing recitals are true and accurate and incorporate such recitals into this Agreement as if fully set forth in this Article I.

## **ARTICLE II**

### **ANNEXATION OF THE PROPERTY**

- A. On or before the thirtieth (30th) day following the execution of this Agreement by all Parties, the Corporate Authorities shall proceed, subject to the terms and conditions set forth in this Agreement, to do all things necessary or appropriate to cause the Property to be validly annexed to the Village. All ordinances, plats, and other documents necessary to accomplish annexation shall be recorded by the Village at Developer's expense.
- B. This Agreement in its entirety, at the option of the Owner, shall be null, void, and of no force and effect unless the Property is validly annexed to the Village and validly zoned and classified in accordance with and as contemplated by this Agreement at the times specified herein.
- C. Without Owner's and Owner's written consent, no action should be taken by the Corporate Authorities to annex the Property to the Village unless: (i) this Agreement has been fully executed by all Parties; and (ii) the Property is annexed to the Village, in its entirety, at one time.
- D. Anything herein to the contrary notwithstanding, if, not later than 21 days after the date of this Agreement, the Village authorities have not received document evidence that ownership of Lot 1 has become vested in Developer, then this Agreement and any action with respect hereto shall automatically, and without further action by any party, be deemed null and void, and no party shall have any further obligation hereunder except as to reimbursable charges already incurred by the Village to be paid by Developer.

## **ARTICLE III**

### **ZONING AND DEVELOPMENT OF THE PROPERTY**

- A. After the execution of this Agreement and the adoption of an ordinance annexing the subject Property, the Corporate Authorities shall, as soon thereafter as reasonably possible, enact such ordinances and take such other actions as are necessary to classify;
  - (i) Lot 1 as C-3, General Business District with a Special Use for a Planned Unit Development pursuant to the terms of the Village Zoning Ordinance, so that the

Property may be developed by Developer as the Round Lake Ski Hill per the preliminary PUD, final approval will be necessary, and

- (ii) Lot 2 as C-3, General Business District with a Special Use for a PUD, all final development plans to go through the final development review process and shall connect to Village water and sewer at the time of development.
- B. The Village shall permit each of Lots 1 and 2 to be developed independently in accordance with the terms of this Agreement and final approvals granted for each PUD as set forth herein or otherwise provided in the Village Ordinances, including Site Plan, Subdivision Plat and engineering approvals.
  - C. The Village shall permit Lot 1 to be developed if in substantial compliance with the approved Preliminary Engineering, and in substantial compliance with the Plat and other approved preliminary plans, subject to such final approvals of such plans as required hereunder or per the Village Code.
  - D. Developer and Owner shall grant permanent easements for any utilities not in the right-of-way and subject to Village requirements and locations.
  - E. The Village acknowledges that the development of the ski hill on Lot 1 will be completed in three phases taking a maximum of 10 years to construct, as generally outlined below and per the Final Engineering/phasing plans submitted. The timing of the first phase begins with the issuance of a preliminary or full site development permit.

Phase One: Establish erosion control, digging the detention pond, establishing a construction entrance, stripping topsoil, extension of Village water and sewer and utility installation, constructing the first phase of the hill, first phase of landscaping, construction of the lodge and restaurant building, associated parking lot, road improvements or patching of Townline Road, and construction of any road or intersection improvements required by Lake County. Phase One construction to last 3-4 years.

Phase Two: Additional topsoil stripping, second phase of the hill construction, second phase of landscaping, opening of the ski lodge and restaurant. Phase Two construction to last 2-3 years.

Phase Three: Completion of ski hill construction, final landscaping of entire site, reconstruction and paving of Townline Road. Phase Three construction to last 2-3 years.

Village shall have inspections and assurance that all health and safety standards have been met with respect to each phase of construction including vehicular access, parking, public and construction area separation, and all required permits to be issued by other entities having jurisdiction over the operation of the property shall have been obtained.

The penalty for not completing each phase of development within the allotted time is all dumping or construction of the ski hill shall stop until the other required items are completed. If the full-service restaurant is not open by the end of phase two the developer shall pay the Village \$5,000 per month until it is opened. The Village will hold a letter of credit/bond for each phase of the development and may draw upon that if the phases are not completed on time.

- F. All materials brought onto the site to construct the ski hill shall be clean materials. The Village may require the Developer, at Developer's expense, to submit to testing of the materials at any time. If dirt is contaminated, Developer is required to remove and remediate any contaminated soils, at Developer's expense. A remediation plan shall be submitted to the Village for review and approval prior to work continuing on the site.
- G. The development of the Property shall also be subject to all other statutes, codes and ordinances enacted by the Village and other governmental entities having jurisdiction over the Property.
- H. Developer and Owner shall each be responsible for obtaining all necessary approvals and permits, including the cost thereof, to be issued by entities other than the Village with respect to the development and operation of their respective Lots.
- I. Developer shall reconstruct and pave Townline Road from Fairfield Road to the western edge of the property per Village of Round Lake general standards and details. The road shall include a cul-de-sac at the west end. The road shall be patched throughout the construction phases when requested by the Village.
- J. A Preliminary Site Development Permit may be issued, at the developer's risk to start construction before the final development approval. It is understood that all comments on the preliminary plans shall be addressed and final development plans shall be submitted no later than December 1, 2022. A Preliminary Site Development Permit may be applied for and issued if the following parameters are met:
  - a. Annexation Agreement Ordinance and Plat of Annexation signed and recorded.
  - b. Construction Escrow established.
  - c. Letter of Credit/Bond—to cover all work permitted
  - d. WDO permit issued. Includes all necessary plans/studies to be submitted, reviewed by Lake County Stormwater Management Commission and Village, and permit paid for and issued.
  - e. Preliminary Site Development Permit Fee to be paid
  - f. Engineering plans approved for the site grading
  - g. Hold Harmless Agreement signed

The Preliminary Site Development Permit would allow for the following activities to take place:

- a. Silt fence installation

- b. Construction entrance installation
- c. Construction trailer and porta potty moved on site
- d. Tree removal
- e. Strip top soil
- f. Construction of detention pond, including permanent stabilization
- g. Begin construction of phase I of the ski hill and building pad

## ARTICLE IV

### FEES AND RECAPTURE AGREEMENTS

- A. **Building Permit Fees:** Each building is subject to standard building permit fees as established by the Village from time to time. Fees are due and payable at the time of issuance of a building permit.
- B. **Construction Escrow:** After final approval of the development, a construction escrow account shall be established in the amount of 3 percent of the Engineer's Estimate of Probable Cost of Construction. The deposit shall be made prior to a Site Development Permit being issued.
- C. **Letter of Credit:** A letter of credit, bond or cash surety in the amount of 110% of the approved Engineer's Estimate of Probable Costs of Construction (as defined in the Village Code) of on-site and off-site public improvements shall be submitted prior to a Site Development Permit being issued. The letter of credit or bond shall be of sufficient amount to cover the following, but not limited to, and as approved by the Village Engineer: grading of slopes, spreading topsoil, landscape installation, maintenance and monitoring, patching Townline Road, maintenance and monitoring erosion control measures, removal of construction entrance(s), removal of silt fence, removal of Snowflex material, fencing, other necessary work to ensure the safety of the site and stormwater control. Separate letters of credit or bonds may be required for each phase of Lot 1 development, including a final surety that the entire project will be completed.
- D. **Sewer Connection Fee:** Village and County sewer connection fees will be charged at the rates in effect when such permits are applied for. Both fees are collected by the Village and dispersed as required.

Village of Round Lake connection fees shall be charged per Village Code. Current charges include the following:

Connection Type	Fee
Single Family	\$3,100
Multiple Family	\$3,100 per dwelling unit
Non Residential	\$3,200 per 20,000 square feet of floor area

Lake County connection fees. For current fee schedule and more information, visit Lake County Code, Chapter 51, Water and Sewer Rates and Charges.

Connection Type	Fee
Residential	\$3,190 per dwelling unit
Non Residential	Based on sewer use coefficients chart, as outlined in Lake County ordinance

E. **Site Development Permit:** A Site Development Permit for site work only (grading, installing utilities, paving, landscaping, etc.) shall be issued to the Developer by the Village based upon the Final Engineering; provided that all required fees are paid, and surety is in place. The Permit fee will be 1% of the Engineer’s Estimate of Probable Cost of Construction. If a Preliminary Site Development Permit is requested, an additional fee of 1% of the Engineer’s Estimate of Probable Cost of Construction for Phase I of the development shall be paid., in addition to the full site development permit cost later.

F. **Stormwater Connection Fee:** The Village will charge Stormwater Connection fees in effect when such connection is applied for per Title 20 Fees of the Municipal Code. Current fees are as follows:

Connection Type	
Single Family	\$50
Multiple Family	\$330
Non Residential	\$550

G. **Water Connection Fee:** The Village will charge Water Connection fees in effect when such connection is applied for per Title 20 Fees of the Municipal Code. Current fees are as follows:

Water Connection Fee Tap Size	Fee
1 inch	\$3,400
1 ½ inches	\$3,700
2 inches	\$4,200
4 inches	\$7,100
6 inches	\$8,800
8 inches	\$10,500
Over 8 inches	\$10,500 plus \$1,500 per inch or part thereof over 8 inches

Where a tap is installed to service a multi-unit building or multiple buildings, regardless of whether there are to be multiple meters installed, there shall be a fee of three thousand dollars (\$3,000.00) for each unit in excess of one, in addition to the fees set forth above.

For single owner retail commercial buildings designed and constructed for flexible partition into future sub-rental/use units, the connection fee per each twenty thousand (20,000) square feet of commercial space (or portion thereof) shall be as provided.

- H. **Water Meter and Equipment Fee:** The Village Department of Public Works will provide the current costs of the appropriately sized water meter, flange, and MXU.
- I. **Watershed Development Ordinance Permit Fee:** A Lake County Watershed Development Ordinance (WDO) Permit is required when a project is located in a floodplain or flood-prone area; may impact a wetland; will hydrologically disturb more than 5000 square feet; or will modify the site drainage. Such permit is reviewed and issued by the Village.

<b>Project Type</b>	<b>Fee</b>
Single Family	\$50
Multiple Family	\$75
Non Residential	\$100

- J. **Park and School Impact Fees:** Fees will be assessed, at the current rate, if any of the property develops as residential.
- K. **Recapture Fees:** Certain recapture fees for utilities, roads, or other improvements previously constructed by, or on behalf of other parties, may be applicable to certain areas of the Village or areas designated to be annexed to the Village. Due to differences in fees, depending on the terms of the applicable recapture agreements in effect, petitioners should consult with staff as to amounts, methods of calculations and timing as to when such fees would be payable.
  - a. Western Trunk Sewer Recapture Agreement. This recapture agreement impacts all of the property to be annexed. Payment will be required prior to sewer connection. Village Staff will assist in determining amount due. (Estimated amount is \$431.09 per PE, increasing annually based on inflation cost, plus a 2% administration fee on the total amount due.)
- L. **Tipping Fees:** Every load of fill brought onto Lot 1 shall pay a per truck load fee of \$4.00 and every load of black dirt that leaves the site shall pay a per truck load fee of \$4.00 to the Village, up to a total load revenue of \$1,500,000.00. The load fee shall be split with \$3.90 per load retained by the Village and \$0.10 per load will be paid to the Greater Round Lake Fire Protection District. The developer shall log all truck loads and submit a monthly payment to the Village. The Village and Fire District will arrange a payment schedule.
- M. **Other Permit Fees:** Developer will pay Lake County Division of Transportation permit fees for Fairfield Road improvements and intersection improvements and any

other County permits and fees for the construction and completion of work attributable to the development and operation of the Property.

**N. Extension of Water and Sewer Mains:** Developer agrees to extend Village water main from Jade Lane, along Route 120, south along Fairfield Road, east along Townline Road to connect to existing water main on Townline Road near Bacon Road, per Village standards and approved engineering plans, all at Developer's expense. Developer agrees to extend Village sanitary sewer main from Jade Lane, along Route 120, south on Fairfield Road to the intersection of Fairfield and Townline Road, per Village standards and approved engineering plans, all at Developer's expense.

## **ARTICLE V**

### **COOPERATION**

A. The parties shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms, including, without limitation, the giving of such notices, the holding of such public hearings, the enactment by the Village of such resolutions and ordinances and the taking of such other actions as may be necessary to enable the Parties' compliance with the terms and provisions of this Agreement and as may be necessary to give effect to the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms.

## **ARTICLE VI**

### **REMEDIES**

A. Upon a breach of this Agreement, by a Party, then any other Party by a proceeding solely in equity, may, in any court of competent secure the specific performance of the covenants and agreements herein contained, for failure of performance, or may obtain rescission and disconnection for material failure of performance. Provided, however, if Village sewer and/or water service has been extended to the subject property, the remedy of disconnection shall not be available to the Owner and/or Developer.

B. Developer or Owner, as applicable shall pay upon demand all of Village's costs, charges, and expenses, including fees for attorneys, engineers, consultants, and others retained by the Village, incurred by the Village in enforcing any of the obligations of Owner or Developer attributable to their respective Lots under this Agreement, or in any litigation in which the Village shall, without the Village's fault, become involved through, or on account, of this Agreement. Notwithstanding the foregoing, it is hereby agreed by Developer and the Village that, except for fees and charges specifically attributable to the approvals and development of Lot 2, the Owner shall not be construed in any way to be responsible for any of the Village's costs, charges and expenses including fees for attorneys, engineers,

consultants and others retained by the Village and incurred by the Village in enforcing any of the obligations of Developer created by this Agreement or created in any other manner. In addition, the Village shall not hold Owner responsible in any way for any default by Developer with respect to its obligations under this Agreement, unless said default occurs as a result of actions or inactions of the Owner or Developer.

- C. The failure of the Parties to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.
- D. If the performance of any covenant to be performed hereunder by any Party is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances shall only include acts of God, war, acts of civil disobedience, strikes or similar acts), the time for such performance shall be extended by the amount of time of such delay.
- E. The Village acknowledges that in the event of a default or failure to perform by Owner or Developer hereunder, Village will look solely to such defaulting Party to cure or redress any such default and shall not pursue any rights or remedies against the non-defaulting Party.
- F. The Owner and Developer will hold any municipal officials personally harmless from any claim arising under the agreement, will defend them and the municipality against third-party suits, and in some agreements, will limit the remedy on breach against the municipality itself to declaratory and injunctive relief.
- G. Use of Funds in the Event of Breach of Agreement. If the Developer fails or refuses to complete the Improvements in accordance with this Agreement and the agreed-on construction schedule, or fails or refuses to correct any defect or deficiency in the Improvements as required by § \_\_\_ of this Agreement, or fails or refuses to restore property in accordance with a demand made pursuant to § \_\_\_ of this Agreement, or in any other manner fails or refuses to meet fully any of its obligations under this Agreement, then the Village may, in its sole and absolute discretion, draw on and retain all or any of the funds remaining in either the Performance and Payment Letter of Credit or the Guaranty Letter of Credit. The Village thereafter shall have the right to exercise its rights under §§ \_\_\_ and \_\_\_ of this Agreement to take any other action it deems reasonable and appropriate to mitigate the effects of the failure or refusal and to reimburse itself from the letters of credit for all of its costs and expenses, including without limitation legal fees and administrative expenses, resulting from or incurred as a result of the Developer's failure or refusal to fully meet its obligations under this Agreement. If the funds remaining in the letters of credit are insufficient to repay fully the Village for all its costs and expenses, and to maintain a cash reserve equal to the required Guaranty Letter of Credit during the entire time the Guaranty Letter of Credit should have been maintained by the Developer, then the Developer shall,

after demand of the Village, immediately deposit with the Village additional funds as the Village determines are necessary to fully repay the Village's costs and expenses and to establish the required cash reserve.

## **ARTICLE VII**

### **TERM**

This Agreement shall be binding upon the Parties and their respective successors and assigns for Twenty (20) years, commencing as of the date hereof, and for such further term as may hereinafter be authorized by statute and by Village Ordinance. If any of the terms of this Agreement, or the annexation or zoning of the Property, is challenged in any court proceeding, then, to the extent permitted by law, the period of time during which such litigation is pending shall not be included in calculating said twenty (20) year period. The expiration of the Term of this Agreement shall not affect the continuing validity of the zoning of the Property, the Special Use Permits, or any ordinance enacted or approval granted by the Village pursuant to this Agreement.

## **ARTICLE VIII**

### **MISCELLANEOUS**

- A. Amendment. This Agreement, and the exhibits attached hereto, may be amended only by the mutual consent of the Parties, by adoption of an ordinance by the Village approving said amendment as provided by law, and by the execution of said amendment by the Parties or their successors in interest. The foregoing notwithstanding, if any proposed amendment shall affect only one of the Lots, then the consent of only such Lot owner shall be required to consent to the amendment.
- B. Severability. If any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, or portions of this Agreement and, to that end, all provisions, covenants, agreements, and portions of this Agreement are declared to be severable. If, for any reason, the annexation or zoning of the Property is ruled invalid, in whole or in part, the Corporate Authorities, as soon as possible, shall take such actions (including the holding of such public hearings and the adoption of such ordinances and resolutions) as may be necessary to give effect to the spirit and intent of this Agreement and the objectives of the Parties, as disclosed by this Agreement, provided that the foregoing shall be undertaken at the expense of the Developer and Owner.
- C. No future ordinances passed, or regulations issued by the Village, shall apply to the Property if such would (i) not be of general applicability or (ii) prohibit or unreasonably restrict or interfere with the development or operation of Lot 1, except as such ordinances or regulations relate to public health or safety.



If to the Owner:           The Family Limited Partnership of  
Daniel and Leah Light, LLLP, a  
Florida limited partnership  
c/o Wade B. Light  
104 S. Wynstone Park Drive  
N. Barrington, IL 60010  
Wade@lbandersen.com

If to Developer:           CHDS LLC  
1098 S. Milwaukee Ave Ste 303  
Libertyville, IL 60090  
dan@chdsllc.com

With a copy to:           Horwitch Goldstone & Shaw LLC  
1528 Shermer Rd.  
Northbrook, IL 60062  
Attn: David L. Shaw  
Dshaw@hgslegal.com

Notices shall be deemed given on the fourth (4<sup>th</sup>) business day following deposit in the U.S. Mail, certified, as aforesaid, or upon receipt, if personally delivered or delivered by commercial courier.

- J. Time of Essence. Time is of the essence of this Agreement and of each and every provision hereof.
- K. Village Approval. Wherever any approval or consent of the Village, or of any of its departments, officials, or employees, is called for under this Agreement, the same shall be promptly considered, giving due regard to the provisions of the Open Meetings Act of the State of Illinois.
- L. Counterparts. This Agreement may be executed with counterpart signatures.
- M. Agricultural Use: Owner shall be authorized during the term of this Agreement to continue agricultural use of Lot 2 including but not limited to corn, soybean, wheat, hay and agricultural grass production.
- N. County Sewer Agreement: The parties hereto acknowledge the application of the Agreement for Sewer Disposal dated July 10, 2012 by and between the County of Lake and the Village (the "County Sewer Agreement") to the Property. As such, the Village hereby agrees that after purchase by Developer from Owner of Lot 1, after a full Site Development Permit has been issued, and not earlier than sixty (60) days after receiving written request

from Owner the Village shall designate any portion of the property owned by Owner or Developer and which is designated as “Residential” on Exhibit D to the County Sewer Agreement as a “Redesignated Parcel” (as defined by Paragraph 5.4.A.2 of the County Sewer Agreement). The sewer density is to be transferred to the Owner’s property “Offsetting Parcels” bounded by Route 120 on the north, Fairfield Road on the west, Townline Road on the south, and Bacon Road on the east. All provided that such redesignation of said residential classification under the County Sewer Agreement must comply with all requirements of Paragraph 5.4 of the County Sewer Agreement to cause the County of Lake to approve the redesignation of Owner’s Redesignated Residential Parcel as provided herein. Owner shall prepare Village’s request to the County for the redesignation. The Village’s obligations herein are limited to its good faith in its attempts to cause the County of Lake to approve such redesignation of the Owner Redesignated Residential Parcel by complying with all required steps set forth in Paragraph 5.4 of the County Sewer Agreement and elsewhere in the County Sewer Agreement for such redesignation.

- O. Owner and Developer agree that they will not petition for or otherwise seek disconnection from the Village or petition for annexation to any other City or Village.

*IN WITNESS WHEREOF*, the Parties hereto have executed this Agreement on the date first above written and, by so executing, each of the Parties warrants that it possesses full right and authority to enter into this Agreement.

VILLAGE OF ROUND LAKE

By: \_\_\_\_\_  
Russell S. Kraly, Village President

ATTEST:

\_\_\_\_\_  
Lisa, Gvozdev, Village Clerk

CHICAGO TITLE LAND TRUST  
COMPANY AS TRUSTEE AFORESAID

By:

CHDS LLC  
By:

\_\_\_\_\_

\_\_\_\_\_

THE FAMILY LIMITED PARTNERSHIP  
OF DANIEL AND LEAH LIGHT  
By:

\_\_\_\_\_

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**EXHIBIT "B"**

**PLAT OF ANNEXATION**

**EXHIBIT C**

**PLAT OF SUBDIVISION**