
THE CITY OF PLANO
KENDALL COUNTY, ILLINOIS

ORDINANCE
NUMBER 2024 _____

**AN ORDINANCE AUTHORIZING
THE EXECUTION OF AN ANNEXATION AGREEMENT
(Plano Farm LLC)**

MICHAEL RENNELS, Mayor
CARIN MARTIN, Deputy City Clerk

BARBARA NADEAU
MARK SWOBODA
JAMAL WILLIAMS
JOHN FAWVER
STEPHEN DEBOLT
KATHERINE WICKENS
THOMAS JOHNS
SCOTT MULLINER

City Council

Published in pamphlet form by authority of the
Mayor and city Council of the City of Plano
on this the 8th day of April 2024

ORDINANCE NO. 2024 - _____

**AN ORDINANCE AUTHORIZING
THE EXECUTION OF AN ANNEXATION AGREEMENT
(Plano Farm LLC)**

WHEREAS, the City of Plano (hereinafter referred to as the “City”) is an Illinois Municipal Corporation organized pursuant to the laws of the State of Illinois;

WHEREAS, it is in the best interests of the City of Plano, Kendall County, Illinois to enter into a certain Annexation Agreement pertaining to a parcel commonly known as Plano Farm LLC (01-12-100-006) and touching the existing corporate boundaries of Plano, Kendall County, Illinois (the property is legally described in the Annexation Agreement); and

WHEREAS, an Annexation Agreement has been prepared, which Agreement is attached hereto and incorporated herein by reference as Exhibit “A”; and

WHEREAS, the property is presently contiguous to City boundaries; and

WHEREAS, the owners of record of the parcels are ready, willing and able to enter into said Agreement and to perform the obligations as required hereunder; and

WHEREAS, the statutory procedures provided in Division 15.1 of Article 11 of the Illinois Municipal Code, as amended, 65 ILCS 5/11-15.1-1, for the execution of the Annexation Agreement have been fully complied with.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Plano, Kendall County, Illinois in open meeting assembled as follows:

Section One – Recitals

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preamble to this ordinance are full, true and correct and do hereby, by reference, incorporate and make them part of this ordinance as legislative findings.

Section Two – Execution

The form, terms and provisions of the Annexation Agreement are hereby in all respects approved, and the Mayor is hereby authorized and directed to execute, and the City Clerk is directed to attest the Annexation Agreement in the name of and on behalf of the City.

Section Three – Form

The Annexation Agreement as executed and drafted shall be in substantially the same form as it is now before this meeting and hereby approved.

Section Four – Performance

From and after the execution and delivery of the Annexation Agreement, the officers, agents and the employees of the City are hereby authorized, empowered and directed to perform all such

acts and things and the execution of all such documents as may be necessary to carry out the intent and accomplish the purposes of this ordinance and to comply with and make effective the provisions of the Annexation Agreement, as executed.

Section Five – Conflict Clause

That all ordinances, parts of ordinances or board actions in conflict with the terms of this ordinance shall be repealed to the extent of said conflict.

Section Six – Passage Clause

That this ordinance shall take full force and effect from and after its passage, approval and publication as provided by law.

Section Seven – Constitutionality Clause

Any part or parts of this ordinance declared by a court of law to be invalid or unconstitutional shall not affect the validity of the remaining provisions of this ordinance or the City of Plano Municipal Code.

Section Eight – Publication

This ordinance shall be published in book or pamphlet form as provided by the Illinois Municipal Code.

Section Nine – Recording

This ordinance shall be entered into the minutes and upon the journals of the City Council of the City of Plano.

EXHIBIT "A"

ANNEXATION AGREEMENT

**ANNEXATION AGREEMENT
BETWEEN
THE CITY OF PLANO
AND
PLANO FARM LLC**

THIS ANNEXATION AGREEMENT (“Agreement”), is made and entered into this 9th day of April, 2024, by and between the **CITY OF PLANO**, an Illinois Municipal Corporation (hereinafter referred to as “City” or “Plano”) and Plano Farm LLC (hereinafter referred to as “Owner”); City and Owner hereinafter collectively referred to as “Party” or “Parties”.

WITNESSETH:

WHEREAS, Owner holds legal and/or equitable title to the property legally described on Exhibit “A” (“Legal Description of Subject Property”), attached hereto and incorporated herein by reference. The property described on Exhibit “A” is sometimes hereinafter referred to as the “Subject Property”; and

WHEREAS, Owner has entered into contracts for sale of their property to a Purchaser, which sales are contingent upon annexation into Plano, rezoning to permit development and operation of data centers and ancillary approvals and agreements necessary for the development of the properties; and

WHEREAS, the territory that is the subject matter of this Agreement includes the Subject Property as depicted on Exhibit “B” (“Plat of Annexation”), attached hereto and incorporated herein by reference and referred to as the “Plat of Annexation”; and

WHEREAS, the Subject Property consists of approximately:

167.62 acres (*Plano Farm LLC*),

is presently situated in the unincorporated area of Little Rock Township, Kendall County, Illinois and is not within the corporate boundaries of any incorporated municipality; and

WHEREAS, the Subject Property is presently unimproved; and

WHEREAS, there are no electors residing within the Subject Property; and

WHEREAS, the Subject Property is currently contiguous to the City, and is not within the boundary of any other city or village; and

April 3, 2024

WHEREAS, a Petition for Annexation has been filed with the City pursuant to Chapter 65, Section 5/7-1-8, Illinois Compiled Statutes, 2022, as amended, executed by all of the Owners of the Subject Property; and

WHEREAS, Owner shall provide City with written approval(s) satisfactory to the City of any mortgagee, lien holder or holder of any security interest, affecting title to the Subject Property or any part thereof so that this Agreement shall be superior to any such mortgage, lien, or other security interest and Owner shall provide same to the City prior to execution and recording of this Agreement; and

WHEREAS, if there are no mortgages, liens, or other security interests affecting title to the Subject Property or any part thereof, then Owner shall affirmatively state so in said petition(s) for Annexation; and

WHEREAS, irrespective if there are or are not any mortgages, liens, or other security interests affecting title to the Subject Property or any part thereof, Owner shall execute an Affidavit of Title acceptable to the City covering the date of evidence of title up through and including the date of execution and recording of this Annexation Agreement by Owner and the City is specifically relying upon representation of all of the Owners set forth herein and specifically those representations regarding existing mortgages, liens or other security interests, if any, by Owner(s) and Mortgagees (if applicable). Said Affidavit of Title is attached hereto and incorporated herein by reference as Exhibit "C"; and

WHEREAS, Plano and Owner are desirous of annexing the Subject Property to the City pursuant to the terms and conditions hereinafter set forth; and

WHEREAS, it is the desire of Plano and Owner to enter into an agreement with respect to the annexation of the Subject Property, including various other matters, pursuant to Chapter 65, Section 5/11-15.1-1 et seq., Illinois Compiled Statutes, 2022, as amended; and

WHEREAS, the annexation of the Subject Property shall extend the corporate limits of Plano to the far side of each adjacent roadway not previously annexed to any other municipality, as depicted on the attached Exhibit "B" ("Plat of Annexation"), and

WHEREAS, all public hearings, as required by law, have been held by the City of Plano combined Plan Commission and Zoning Board of Appeals, and the requested zoning of the Subject Property and the findings of fact and recommendations made by said City combined Plan Commission and Zoning Board of Appeals relative to such zoning have been forwarded to the Corporate Authorities of the City of Plano; and

WHEREAS, all public hearings, as required by law have been held by the Corporate Authorities of the City of Plano upon all matters covered by this Annexation

Agreement, including, but not limited to a public hearing before the Corporate Authorities concerning this Annexation Agreement and its effect upon the City pursuant to the ordinances of Plano; and

WHEREAS, the City of Plano does not provide fire protection or library services within its corporate boundaries. Therefore, no notices are required to any fire protection or library districts pursuant to the provisions of Chapter 65, Section 5/7-1-1, Illinois Compiled Statutes, 2022, as amended; and

WHEREAS, there are no township roads located on or adjacent to the Subject Property. Therefore, no notices are required pursuant to the provisions of Chapter 65, Section 5/7-1-1, Illinois Compiled Statutes, 2022, as amended; and

WHEREAS, the Corporate Authorities of the City of Plano, after due and careful consideration, have concluded that the annexation and development of the Subject Property, upon the terms and conditions hereinafter set forth, would further the growth of Plano and enable Plano to control the development of the area and serve the best interests of Plano; and

WHEREAS, by a favorable vote of at least two-thirds (2/3) of the Corporate Authorities of the City of Plano then holding office, an ordinance has been adopted authorizing the execution of this Annexation Agreement.

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

ARTICLE I INCORPORATION OF PREAMBLE

The recitals contained in the Preamble hereto shall become a part of this Annexation Agreement. Owner and City shall fully cooperate with each other in carrying out the terms of this Annexation Agreement. All Parties represent that they have full authority to enter into this Annexation Agreement pursuant to law.

ARTICLE II ANNEXATION

A. Subject to the provisions of Chapter 65, Section 5/7-1-8, Illinois Compiled Statutes, 2022, as amended, the Parties respectively agree after the execution of this Annexation Agreement to do all things necessary or appropriate to cause the Subject Property to be duly and validly annexed to the City within thirty (30) days.

B. In the event that the annexation or rezoning of the Subject Property is in any way deemed to be defective, the Parties agree that they will do all things necessary and appropriate to cure any and all defects to cause the Subject Property to be validly annexed to the City and/or rezoned under the Plano Zoning Ordinance.

ARTICLE III REZONING

A. The Parties respectively agree that immediately after the annexation of the Subject Property, the City will adopt an ordinance rezoning the use of the Subject Property in its entirety as follows: M-2 Manufacturing District, pursuant to the Plano City Code. Said zoning is depicted and legally described on Exhibit "D" ("Plat of Zoning"), attached hereto and incorporated herein by reference and referred to as the "Plat of Zoning".

B. Plano represents that said M-2 zoning permits the development and operation of data centers as a permitted use on Subject Property, and Owner has relied on such representation.

ARTICLE IV APPLICABLE MUNICIPAL ORDINANCES

A. All parts of the Subject Property shall be developed (including, but not limited to, all public and private improvements) and all buildings on the Subject Property (including, but not limited to, all commercial and residential buildings) shall be constructed pursuant to all of the terms and provisions of the Plano Zoning Ordinance, Subdivision and Plat Ordinance of the City of Plano, the Plano Subdivision Regulations, Building Regulations as set forth in Title 4 of the Plano City Code, Health Codes, Safety Codes, Fire Codes, and all other City ordinances, resolutions, codes, rules, regulations, guidelines, procedures and any other applicable laws in effect as of the effective date of this Agreement.

B. In the event that any City ordinance, resolution, code, rule, regulation, guideline, procedure or other applicable law in effect as of the effective date of this Agreement is amended at any time during the term of this Agreement, including any extensions of this Agreement, in whole or in part, then in that event, the amended ordinance, resolution, code, rule, regulation, guideline, procedure or other applicable law shall be not be applicable to the Subject Property.

C. If at any time during the term of this Agreement, including any extensions of this Agreement, a new ordinance, resolution, code, rule, regulation, guideline, procedure or other applicable law not currently in effect as of the effective date of this

Agreement is adopted, then in that event, said new ordinance, resolution, code, rule, regulation, guideline, procedure or other applicable law shall not be applicable to the Subject Property.

ARTICLE V
FUTURE DEVELOPMENT OF SUBJECT PROPERTY

A. The Parties also agree that any future development of the Subject Property will be conditioned upon approval of a Development Agreement and subject to the City's approval of a final site plan or site plans pursuant to the terms and conditions of the Subdivision and Plat Ordinance of the City of Plano, and the Owner's compliance with the Plano City Code and all other City ordinances, resolutions, codes, rules, regulations, guidelines, procedures and any other applicable laws, and the terms of this Annexation Agreement.

B. Plano acknowledges that the Subject Properties are being annexed for the development of data centers and will cooperate with Owners in connection with the approvals and permits for such development.

C. The fees as set forth in Title 6, Chapter 13, Section 1 shall be deferred pursuant to subsection C., and addressed pursuant to the terms of a Development Agreement, but not later than the earlier of:

1. the signing of the Illinois EPA construction permit application for site sanitary sewer improvements as determined by the City, or
2. at the time of approval of the final plat of subdivision for such real estate.

ARTICLE VI
ROADWAY DEDICATIONS/IMPROVEMENTS

A. Owner agrees and understands the jurisdiction of Eldamain Road shall remain with Kendall County, and the City is not responsible for the improvement and/or maintenance of Eldamain Road. All access permits to Eldamain Road shall be subject to the sole discretion of Kendall County.

B. Plano agrees and understands that Owner requires access from Eldamain Road for the development of the Subject Property. Plano will cooperate with and support Owner's requests to Kendall County for Eldamain Road access.

ARTICLE VII

THIS ARTICLE IS LEFT INTENTIONALLY BLANK

**ARTICLE VIII
CONTIGUITY**

A. Owner and City acknowledge that a petition (or petitions) executed by the Owner of the Subject Property for annexation of the Subject Property has been filed with the City pursuant to Chapter 65, Section 5/7-1-8 of the Illinois Compiled Statutes, 2022, as amended.

B. Parties acknowledge that the contiguity of the Subject Property is contingent on the continued annexation of adjacent parcels. In the event the adjacent parcels disconnect, and the Subject Property is not contiguous to the City of Plano, then Owner may elect in its sole discretion to either obtain contiguity or to declare this Agreement null and void. If Owner elects to declare this Agreement null and void, then the City agrees to take whatever action is necessary and enact any ordinance(s) necessary to confirm that this Agreement is null and void and to disconnect the Subject Property from the City at its next scheduled meeting after such an election by Owner.

**ARTICLE IX
CONTINGENCY**

Parties acknowledge that the annexation and rezoning of the Subject Property is contingent on the closing of the sale of the Subject Property. In the event the sale of the Subject Property does not close, Owner may elect in its sole discretion to declare this Agreement null and void. If Owner elects to declare this Agreement null and void, then the City agrees to take whatever action is necessary and enact any ordinance(s) necessary to confirm that this Agreement is null and void and to disconnect the Subject Property from the City at its next scheduled meeting after such an election by Owner.

**ARTICLE X
THIS ARTICLE IS LEFT INTENTIONALLY BLANK**

**ARTICLE XI
THIS ARTICLE IS LEFT INTENTIONALLY BLANK**

**ARTICLE XII
GENERAL PROVISIONS**

A. Governing Law: The laws of the State of Illinois shall govern the validity, performance, and enforcement of this Agreement. Enforcement shall be by an appropriate action or actions to secure the specific performance of this Agreement, or to secure any and all other remedies available at law or in equity in connection with, the covenants, agreements, conditions, and obligations contained herein. Venue for any action is in the Circuit Court of Kendall County, Illinois or the United States District Court for the Northern District of Illinois.

B. Interest in Subject Property: Owner represents and warrants to the City that Owner holds legal and/or equitable title to the Subject Property. Owner has entered into a sale agreement with a contract Purchaser, subject to certain contingencies. No other entity or person currently has any ownership interest in the Subject Property or in the development as herein proposed.

C. Successors and Assigns: This Agreement shall inure to the benefit of, and be binding upon, the successors in title of the Owner, its respective successor(s), grantee(s), lessee(s), and assign(s), and upon successor corporate authorities of the City and successor municipalities. It is understood that this Agreement shall run with the land and as such, shall be assignable to and binding upon subsequent grantees, lessees, and successors in interest of Owner, as such, this Agreement and all exhibits hereto shall be recorded with the Recorder of Deeds of Kendall County, Illinois by the City at the sole cost and expense of the Owner.

D. Owner's Faithful Performance: Notwithstanding any provision of this Annexation Agreement to the contrary, including, but not limited to the sale or conveyance of all or any part of the Subject Property by the Owner, Owner shall at all times during the term of this Annexation Agreement remain liable to City for the faithful performance of all obligations imposed upon the Owner by this Annexation Agreement until such obligations have been fully performed or until City at its sole option has otherwise released Owner from any or all of such obligations in writing. In the event Owner defaults on all or any part of this Annexation Agreement, Owner shall be given an opportunity to cure said default. If Owner does not cure any default within a reasonable time period, but not less than thirty (30) days, then Owner shall be given the opportunity to be heard on said matter before the City. After such hearing, the City may take any and all steps necessary including, but not limited to instituting any necessary legal action.

E. No Waiver or Relinquishment of Right to Enforce Agreement: The failure of any party to this Annexation Agreement to insist upon 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 Parties rights, to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect. No waiver by the City shall be valid or binding on the City unless it is in writing signed by the City and only to the extent therein set forth.

F. Cumulative Remedies: Unless expressly provided otherwise herein, the rights and remedies of the Parties provided for herein shall be cumulative and concurrent and shall include all other rights and remedies available at law or in equity, may be pursued singly, successively or together, at the sole and absolute discretion of either party and may be exercised as often as occasion therefor shall arise.

G. Right to Farm: The Parties acknowledge that there are currently active farming operations adjacent to the Subject Property. The Owner acknowledges that Kendall County has a long, rich tradition in agriculture and respects the roles that farming continues to play in shaping the economic viability of the county (zoning indicator A-1 or Ag Special Use), normal agricultural practices may result in occasional smells, dust, sights, noise and unique hours of operation that are not typical in other zoning areas. The Owner agrees that this stated Kendall County "Right to Farm" language is a material part of this Annexation Agreement and has been incorporated herein.

H. Other Ordinances, Codes, Rules, Regulations, Resolutions and Applicable Law: Nothing herein contained is intended to relieve Owner of its obligations under the ordinances, codes, rules, regulations, and/or resolutions of the City of Plano, except as expressly set forth herein. In addition, wherever this Annexation Agreement provides that a particular ordinance, code, rule, regulation or resolution is applicable, said provisions shall also automatically include any other applicable laws and any amendments thereto, except as expressly set forth in this Annexation Agreement, including Article IV hereof.

I. Singular and Plural: Wherever appropriate in this Annexation Agreement, the singular shall include the plural, and the plural shall include the singular.

J. Section Headings and Subheadings: All section headings or other headings in this Annexation Agreement are for the general aid of the reader and shall not limit the plain meaning or applicability of any of the provisions thereunder whether covered by or relevant to such heading or not.

K. Recording: All ordinances, plats, and any other agreements and/or documents shall be recorded by the City at the sole cost and expense of the Owner.

L. Term and Date of Agreement: The use of the phrase, "term of this Agreement", or similar words or phrases in this Annexation Agreement shall include any extension of this Annexation Agreement. The term of this Annexation Agreement shall be for twenty (20) years from the date of execution hereof. The date of execution of this Annexation Agreement and the date of this Annexation Agreement shall be the date on which this Annexation Agreement is signed by the City of Plano.

M. Owner's Construction Activities: The Owner of the Subject Property agrees to defend and hold the City harmless from any and all claims which may arise out of any construction activities on the Subject Property and any construction activities relating to road improvements (if any) and sewer and water improvements, except those which are

directed or conducted by the City or the City's employees or agents from which the City agrees to defend and hold Owner harmless. The obligation of the Owner hereunder shall include and extend to payment of attorneys fees for the representation of the City and its said officers and agents in such litigation and shall include reasonable expenses, court costs and fees, it being understood that the City shall have the right to employ all such attorneys to represent the City and its officers and agents in such litigation. Owner shall have the right to request that the City appeal to courts of appellate jurisdiction any judgment taken against the City or its officers or agents in this respect, and the City shall join in any such appeal taken by the Owner.

N. Indemnification: In the event that, as a result of this Annexation Agreement, or actions taken as required hereunder, the City is made a party defendant in any litigation, arbitration or other proceeding other than litigation, arbitration or other proceeding between the Owner and the City or litigation, arbitration or other proceeding between the City or Owner and another municipality, Owner agrees to defend, indemnify and hold harmless the City, its Mayor, Aldermen, officers, and agents thereof, individually and collectively, from any suits and from any claims, demands, setoffs or other actions including, but not limited to judgments arising therefrom. The obligation of the Owner hereunder shall include and extend to payment of reasonable attorneys' fees for the representation of the City and its said officers and agents in such litigation and shall include expenses, court costs and fees; it being understood that the City shall have the right to employ all such attorneys to represent the City and its officers and agents in such litigation. Owner shall have the right to request that the City appeal to courts of appellate jurisdiction any judgment taken against the City or its officers or agents in this respect, and the City shall join in any such appeal taken by the Owner.

In the event that, as a result of this Annexation Agreement, or actions taken as required hereunder, the Owner is made a party defendant in any litigation, arbitration or other proceeding other than litigation, arbitration or other proceeding between the Owner and the City or litigation, arbitration or other proceeding between the City or Owner and another municipality, the City agrees to defend, indemnify and hold harmless the Owner, individually and collectively, from any suits and from any claims, demands, setoffs or other actions including, but not limited to judgments arising therefrom. The obligation of the City hereunder shall include and extend to payment of reasonable attorneys' fees for the representation of the Owner in such litigation and shall include expenses, court costs and fees; it being understood that the Owner shall have the right to employ all such attorneys to represent the Owner in such litigation. The City shall have the right to request that the Owner appeal to courts of appellate jurisdiction any judgment taken against the Owner, and the Owner shall join in any such appeal taken by the City.

O. Public Improvements: Unless otherwise provided herein, including Article IV hereof, the construction and installation of all public improvements shall conform to and be in compliance with the City ordinances then in effect at the time of the construction and installation of the same.

P. Covenants to Run With Land: The covenants, agreements, indemnities and other terms and provisions contained in this Agreement touch and concern and shall be appurtenant to and shall run with the Subject Property and any portion thereof. Each and every person and entity that, from time to time, acquires any interest or estate in all or any portion of the Subject Property shall acquire such interest or estate subject to said covenants, agreements, indemnities and other terms and provisions and, during the period of time that he, she or it owns such interest or estate, he, she or it shall be obligated to pay and perform any and all obligations of the Owner applicable to that portion of the Subject Property in which he, she or it holds any estate or interest. Such obligations shall be continuing personal obligations of the Owner and shall constitute personal obligations of any person or entity other than the Owner who from time to time acquires title to all or any portion of the Subject Property, solely and exclusively with respect to obligations that arise, accrue or occur during the time that such person or entity holds any interest or estate in and to such portion of the Subject Property, and otherwise rather shall run with and shall constitute a burden on the Subject Property and each portion thereof. All rights under this declaration shall touch and concern the Subject Property and each portion thereof, and shall run with the title to the Subject Property and each portion thereof. Such rights shall be personal to each and every person or entity who, from time to time, may acquire title to any portion of the Subject Property, solely and exclusively during the time that such person or entity holds any interest or estate in and to such portion of the Subject Property.

Q. Actions by Parties: Owner shall not have a right to recover a judgment for monetary damages against any elected or appointed official of the City acting within their capacity as an elected or appointed official for any breach by the City of any of the terms of this Annexation Agreement. City shall not have a right to recover a judgment for monetary damages against any officer, director or employee of Owner acting within their capacity as an officer, director or employee for any breach by Owner of any of the terms of this Annexation Agreement. The City reserves the right to maintain an action to recover damages or any sums which Owner has agreed to pay pursuant to this Annexation Agreement and which have become due and remain unpaid. In the event the City maintains such an action and judgment is entered in favor of the City or the City accepts a settlement, then the City is entitled to repayment of its attorneys fees and costs for prosecuting said action. In the event Owner maintains an action and judgment is entered in favor of the Owner or the Owner accepts a settlement, then the Owner is entitled to repayment of their attorneys fees for prosecuting said action.

R. Survival of Agreements: The agreements contained herein shall survive the annexation of the Subject Property and shall not be merged or expunged by the annexation of the Subject Property or any part thereof to the City.

S. No Personal Liability of Corporate Authorities: The Parties acknowledge and agree that the individuals who are members of the group constituting the corporate authorities of the City and the Owners are entering into this Annexation Agreement in

their corporate capacities as members of such group and shall have no personal liability in their individual capacities.

T. Notices: Notices or other writings which any party is required to or may wish to serve upon any other party in connection with this Annexation Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the City, or to the corporate authorities:

City of Plano
17 E. Main Street
Plano, Illinois 60436
Attention: City Administrator

with a copy to:

City of Plano
17 E. Main Street
Plano, Illinois 60436
Attention: Mayor

And a copy to:

Ottosen DiNolfo Hasenbalg Castaldo, Ltd.
8 S. Main St., Suite C
Elburn, Illinois 60119
Attention: William R. Thomas

If to the Owner:

Collin Graves
2100 Manchester Road
Building A, Suite 203
Wheaton, Illinois 60184
Attention: Collin Graves

with a copy to:

Navix Engineering
11235 SE 6th Street
Suite 150
Bellevue, Washington 98004
Attention: Danielle Tatro

And a copy to:

Chico & Nunes, P.C.
333 W. Wacker Dr., Suite 1420

Chicago, Illinois 60606
Attention: Lawrence Adelson

or to such other address as any party may from time to time designate in a written notice to the other party.

U. Development Fees: The Owner will not bring suit, nor shall it join or become included in any proceeding, including, but not limited to, a class action proceeding, that:

1. seeks to enjoin, restrain, condition or impair the enforcement of ordinances, imposing, implementing or amending Development Fees;

2. seeks a declaration regarding the validity, constitutionality or enforceability of such ordinances;

3. seeks the mandatory approval or execution of subdivision plats or construction permits without the full and prompt payment of Development Fees by a writ of mandamus or injunction; or

4. seeks to enjoin, restrain, condition or impair the payment or collection of money or the transfer or improvement of property pursuant to ordinances imposing, implementing or amending Development Fees;

5. claims that the enforcement of ordinances imposing Development Fees, as applied to the Owner, constitute a taking;

6. claims the ordinances establishing, implementing or amending the Development Fees were not validly enacted.

7. Notwithstanding the foregoing, in the event that such fees are found to be invalid or excessive, Owner will be entitled to recover any fees it paid. In the event that, during the term of this Agreement, another party is given relief or reduction in any such fees, Owner will be entitled to recover any fees it paid.

The Parties acknowledge that the City has agreed to annex the parcel and provide municipal services in strict reliance upon the Owner's agreement to pay Development Fees.

V. Payment of Permit, Inspection, and Review Fees: Owner agrees to pay the City for any applicable permit fees, inspection fees, review fees and any other fees or expenses as required by current ordinances of the City.

W. Amendments: This Annexation Agreement sets forth all the promises, inducements, agreements, conditions and understandings between Owner and the City

relative to the subject matter hereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Annexation Agreement shall be binding upon the Parties hereto unless authorized in accordance with law and reduced in writing and signed by them, or if said amendment pertains to only a portion of the Subject Property, it shall require the signature and consent of the then record Owner of said portion of the Subject Property.

X. Invalidity of any Provision: If any provision, clause, word or designation of this Annexation Agreement is held to be invalid by any court of competent jurisdiction, such provision, clause, word or designation shall be deemed to be excised from this Annexation Agreement and the invalidity thereof shall not affect any other provision, clause, word or designation contained herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their proper officers duly authorized to execute same, the day and year first above written.

THE CITY OF PLANO, an
Illinois Municipal Corporation

BY: _____
Michael Rennels, City of Plano Mayor

ATTEST: _____
Carin Martin, Plano Deputy City Clerk

OWNERS:

BY: _____

ATTEST: _____

BY: _____

ATTEST: _____

EXHIBITS

- "A" Legal Description of Subject Property
- "B" Plat of Annexation
- "C" Affidavit of Title
- "D" Plat of Zoning

EXHIBIT "A"
Legal Description of Subject Property

167.62 acres (Plano Farm LLC) 01-12-100-006

THAT PART OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 4.64 CHAINS (306.24 FEET) SOUTH OF THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 12; THENCE NORTH 1 DEGREES 9 MINUTES 2 SECONDS WEST ALONG SAID EAST LINE OF SAID SECTION 12, 5.42 FEET TO A POINT 2344.71 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION 12 FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 1 DEGREE 9 MINUTES 2 SECONDS WEST ALONG SAID EAST LINE, 300.82 FEET TO SAID NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 12; THENCE NORTH 1 DEGREE 9 MINUTES 29 SECONDS WEST ALONG SAID THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 12, A DISTANCE OF 814.44 FEET TO A POINT BEING 12.34 CHAINS NORTH OF THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4; THENCE NORTH 85 DEGREES 34 MINUTES 8 SECONDS WEST ALONG THE NORTH LINE OF LOT 4 OF ASSESSOR'S PLAT, RECORDED IN PLAT BOOK 4, PAGE 28, A DISTANCE OF 4238.55 FEET; THENCE SOUTH 6 DEGREES 11 MINUTES 46 SECONDS WEST, 2479.44 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 12; THENCE NORTH 89 DEGREES 59 MINUTES 28 SECONDS, EAST ALONG SAID SOUTH LINE, 1885.90 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHWEST 1/4 THENCE NORTH 1 DEGREE 04 MINUTES 41 SECONDS WEST ALONG SAID EAST LINE, 1015.75 FEET TO A POINT 306.24 FEET SOUTH OF THE CENTER OF SAID SECTION 12; THENCE SOUTH 89 DEGREES 58 MINUTES 29 SECONDS EAST PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 12, 2360.39 FEET TO A LINE LOCATED 288.91 FEET WESTERLY OF (AS MEASURED ALONG SAID LINE), AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4; THENCE NORTH 1 DEGREE 9 MINUTES 2 SECONDS WEST PARALLEL WITH SAID EAST LINE, 5.21 FEET TO THE NORTHWEST CORNER OF PROPERTY OCCUPIED AND MONUMENTED DESCRIBED IN DOCUMENT #2002-0021673; THENCE NORTH 89 DEGREES 56 MINUTES 00 SECONDS EAST ALONG SAID NORTH LINE AS MONUMENTED AND OCCUPIED, 288.91 FEET TO THE POINT OF BEGINNING ALL IN THE TOWNSHIP OF LITTLE ROCK, KENDALL COUNTY, ILLINOIS. EXCEPTING THAT PART CONVEYED FOR ROAD PURPOSES TO THE KENDALL COUNTY HIGHWAY DEPARTMENT IN THE WARRANTY DEED RECORDED MAY 6, 2013 AS DOCUMENT NO. 2013-9342.

EXHIBIT "B"
Plat of Annexation

EXHIBIT "C"
Affidavit of Title

EXHIBIT "D"
Plat of Zoning

DECIDED pursuant to a Roll Call Vote as follows:

	YES	NO	ABSENT	PRESENT
Barbara Nadeau, Ward 1				
Mark Swoboda, Ward 1				
Jamal Williams, Ward 2				
John Fawver, Ward 2				
Stephen DeBolt, Ward 3				
Katherine Wickens, Ward 3				
Thomas Johns, Ward 4				
Scott Mulliner, Ward 4				
Michael Rennels, Mayor				
TOTAL				

PASSED AND APPROVED by the City of Plano City Council on the 8th day of April 2024.

Michael Rennels
Mayor

ATTEST :

Carin Martin
Deputy City Clerk

STATE OF ILLINOIS)
)
 COUNTY OF KENDALL)

SS

CLERK’S CERTIFICATION

I, Carin Martin, do hereby certify that I am the qualified Deputy City Clerk in and for the City of Plano, Kendall County, Illinois; that I am the keeper of the files, records, and seal of said City, and that the following is a true and correct copy of Ordinance No. 2024-_____

**AN ORDINANCE AUTHORIZING
 THE EXECUTION OF AN ANNEXATION AGREEMENT
 (Plano Farm LLC)**

adopted and approved by the Mayor and City Council at an official meeting held on April 8th, 2024, and that the vote on the motion for adoption was as follows:

	YES	NO	ABSENT	PRESENT
Barbara Nadeau, Ward 1				
Mark Swoboda, Ward 1				
Jamal Williams, Ward 2				
John Fawver, Ward 2				
Stephen DeBolt, Ward 3				
Katherine Wickens, Ward 3				
Thomas Johns, Ward 4				
Scott Mulliner, Ward 4				
Michael Rennels (if necessary)				
TOTAL				

I do further certify that the deliberations of the Council on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the City Code of the City of Plano, as amended, and that the Council has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Council.

I further state that this Certification is issued under my hand and the seal of the City of Plano as required in the Illinois Compiled Statues 65 ILCS 5/1-2-4.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Corporate Seal of said City of Plano, Kendall County, Illinois on the date set forth herein.

 Carin Martin, Deputy City Clerk

(SEAL)