

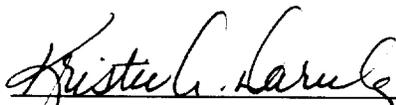
City of St. Charles, Illinois

Ordinance No. 1998-M-16

**An Ordinance Authorizing the Execution of an Annexation Agreement
(The Deckyard)**

**Adopted by the
City Council
of the
City of St. Charles
March 2, 1998**

**Published in pamphlet form by
authority of the City Council
of the city of St. Charles,
Kane and Du Page Counties,
Illinois, March 6, 1998**



City Clerk

(SEAL)

DATE OF PUBLICATION 3/2/98
NEWSPAPER Ramphlet Form

REFER TO:
MINUTES 3/2/98
PAGE _____

ORDINANCE NO. 1998-M- 16

**AN ORDINANCE AUTHORIZING THE EXECUTION OF
AN ANNEXATION AGREEMENT
(The Deckyard)**

WHEREAS, it is in the best interest of the City of St. Charles, Illinois to enter into a certain Annexation Agreement with TED C. PALPANT, being the owner of record of the property hereinafter described, and

WHEREAS, said Annexation Agreement has been considered by the City Council; and

WHEREAS, the owner of record of the property which is the subject of said Annexation Agreement is ready, willing and able to enter into said Annexation Agreement and to fulfill the obligations as required thereunder; and

WHEREAS, the Statutory procedures provided in 65 ILCS 5/11-15.1-1 et seq. for the execution of annexation agreements have been complied with;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ST. CHARLES, KANE AND DUPAGE COUNTIES, ILLINOIS, as follows:

1. That the Mayor of the City of St. Charles be and is hereby authorized to execute, acknowledge and deliver the hereinafter described Annexation Agreement with such changes, insertions and omissions as may be approved by the Mayor, her signature thereto being conclusive evidence of her approval thereof, and the City Clerk is authorized to affix the corporate seal of the City of St. Charles and attest the same on that certain document entitled "ANNEXATION

AGREEMENT" (the "Annexation Agreement"), a copy of which was substantially in the form submitted to the City Council appended hereto and made a part hereof.

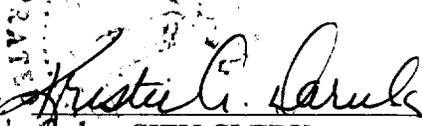
2. That this Ordinance shall become effective from and after its passage and approval in accordance with law.

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this 2nd day of March, 1998.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this 2nd day of March, 1998.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois, this 2nd day of March, 1998.


MAYOR

ATTEST:

CITY CLERK

COUNCIL VOTE:
Ayes: 12 + Mayor
Nays: 0
Absent: 0

ANNEXATION AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 1998, by and between the **CITY OF ST. CHARLES**, an Illinois municipal corporation located in Kane and DuPage Counties, Illinois (hereinafter referred to as "**CITY**"), and **TED C. PALPANT** (hereinafter referred to as "**OWNER**").

WITNESSETH:

WHEREAS, the **OWNER** is the owner of record of certain parcels of real estate, the legal descriptions of which is set forth in Exhibit "A" attached hereto (hereinafter sometimes referred to as "Subject Realty"); and

WHEREAS, the **OWNER** has agreed to develop Subject Realty and assume full responsibility and liability for the development of the Subject Realty in accordance with the terms and conditions of this Agreement, and will carry out the duties and obligations of the **OWNER** as hereinafter provided; and

WHEREAS, the Subject Realty constitutes territory which is contiguous to and may be annexed to the **CITY** as provided in Article VII of the Illinois Municipal Code (65 ILCS, Sec. 5/7-1-1); and

WHEREAS, a Petition for Annexation for the Subject Realty has been filed by **OWNER** with the **CITY** in accordance with law; and

WHEREAS, the annexation and development of the Subject Realty for the uses and purposes provided herein will promote sound planning, will aid in developing the **CITY** as a

balanced community, and will assist the CITY in realizing the intent of the Comprehensive Plan of the CITY of St. Charles; and

WHEREAS, the OWNER desires to have the Subject Realty annexed to the CITY OF ST. CHARLES upon the terms and conditions hereinafter set forth; and

WHEREAS, this Agreement is made pursuant to the provisions of paragraphs 11-15.1-1 through 11-15.1-5 of the Illinois Municipal Code (65 ILCS, Sec. 5/11-15.1-1 through Sec. 11-15.1-5); and

WHEREAS, proper legal notice has heretofore been provided pursuant to the provisions of Sec. 11-15.1-3 of the Illinois Municipal Code (65 ILCS, Sec. 5/11-15.1-3);

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, **IT IS HEREBY AGREED BY AND BETWEEN THE CITY and OWNER**, as follows:

1. **ANNEXATION**: OWNER has made application to the CITY for annexation of the Subject Realty. CITY agrees to annex the Subject Realty subject to the applicable provisions of statutes and the terms and conditions hereinafter set forth, and to further grant the approvals herein provided for the Subject Realty to facilitate the development of the Subject Realty in the manner contemplated in this Agreement.
2. **ZONING**: Upon annexation of the Subject Realty to the CITY, the Subject Realty shall be classified as a B-3 Service Business District with a Special Use, pursuant to the provisions of Chapter 17 of the St. Charles Municipal Code, as amended (hereinafter sometimes referred to as the "Zoning Ordinance"), subject to the additional conditions, variations, and restrictions hereinafter set forth. Any development of the Subject Realty shall be in substantial accordance with the provisions of this Agreement, the applicable statutes and

ordinances and Exhibit "B" attached hereto entitled, "An Ordinance Granting a Special Use for open sales area and open sales lot under the B-3 Service Business District"

3. **PRIVATE WATER WELL AND SEPTIC SYSTEM:** The City agrees to permit the Owner to maintain, repair and operate the existing private potable water well and sanitary septic system located upon Parcel One of the Subject Realty which serves the improvements situated upon said Parcel. Owner agrees that in the event (a) the water well fails to provide potable drinking water which is safe for human consumption under the rules and regulations of the Kane County Health Department (or Owner requests the issuance of a building permit for any addition or modification to the potable water plumbing), or (b) sanitary septic system discharges untreated sewage directly or indirectly to any stream, ditch, or ground surface (or Owner requests the issuance of a building permit for any addition or modification to the sanitary septic system), Owner shall cause a connection of the defective system to the municipal water supply or sanitary sewer system, as the case may be, provided such municipal system is adjacent to the Subject Realty and available for such connection.
4. **DETENTION BASIN EASEMENT:** Owner shall grant to the City, at no cost to the City, an easement over, on and upon the existing storm water detention basin ("basin") located at Parcel 1 and is generally located on Exhibit B, for the purpose of repair, maintenance and repair of said detention basin in the event the Owner, or his successors and assigns fail to properly repair or maintain the basin or any appurtenant drain or pipe associated with the basin located upon the Subject Realty; provided, however, that the City and Owner acknowledge, and agree, that in order to maintain security for Owner's business operation, the basin will be secured by a locked perimeter fencing system. Owner shall permit the City access to the basin at all reasonable times.
5. **F.P.A. BOUNDARIES:** As of the date of this Agreement, all of the Subject Realty is within the St. Charles Facilities Planning Area (F.P.A.) for purposes of sanitary sewer service, as shown in Exhibit "C" attached hereto.

6. **RESPONSIBILITY FOR CITY REVIEW EXPENSES:** OWNER agrees to pay all CITY expenses for the review, preparation of documents and plans, hearings and approvals of this Annexation Agreement incurred by the CITY'S legal counsel, consulting engineers, the Director of Administration, Finance Officer, Director of Planning, Director of Public Works, and City Engineer, with respect to this Agreement and Ordinance. Said expenses shall be billed to the OWNER and shall be paid in full as a condition to the CITY'S execution of this Agreement.

7. **REQUIREMENTS OF OTHER JURISDICTIONS:** It is agreed that the CITY is not liable or responsible for any restrictions on CITY'S obligations under this Agreement that may be required or imposed by any other governmental bodies or agencies having jurisdiction over the Subject Realty, CITY and/or OWNER, including but not limited to county, state and federal regulatory bodies.

8. **BINDING EFFECT, SUCCESSION IN INTEREST, AND TERM:** This Agreement shall constitute a covenant running with the land and be binding upon and inure to the benefit of the parties hereto, successors in interest, assignees, lessees, and upon any successor municipal authorities of the CITY and successor municipalities for a period of twenty (20) years from the date hereof. Upon the conveyance by OWNER of joint and separable interest in the Subject Realty to any successor, assign, or nominee, OWNER shall be released from any and all further liability or responsibility under this Agreement, and the CITY shall thereafter look only to the OWNER'S successor, assign, or nominee, as the case may be, concerning the performance of such duties and obligations of OWNER hereby undertaken.

9. **DISCONNECTION:** Once the Subject Realty has been annexed to CITY, OWNER agrees not to petition for disconnection of any part of the Subject Realty from CITY without CITY approval under any statutory provision and agrees that if the Subject Realty were disconnected from the CITY (a) the growth prospects and plan and zoning ordinances of the CITY would be unreasonably disrupted; (b) if disconnected, substantial disruption will result to existing municipal service facilities, such as, but not limited to, sewer systems, street

lighting, water mains, garbage collection and fire protection; and (c) if disconnected, the CITY would be unduly harmed through loss of tax revenue in the future.

10. **HOLD HARMLESS AND INDEMNIFICATION:** In the event a claim is made against the CITY, its officers, other officials, agents and employees or any of them or if the CITY is made a party-defendant in any proceeding arising out of or in connection with this Agreement or the annexation of the Subject Realty, the approval and issuance of a Special Use Permit for the Subject Realty, or the development of the Subject Realty including, but not limited to, issues relating to storm water drainage upstream or downstream of Subject Realty, the OWNER, to the extent permitted by law, shall defend and hold the CITY and such officers, other officials, agents and employees, past, present and future, harmless from all claims, liabilities, losses, taxes, judgments, costs, and fees, including expenses and reasonable attorney's fees, in connection therewith. Any such indemnified person may obtain separate counsel to participate in the defense thereof at his own expense; however, if the Canons of Legal Ethics require such indemnified person to be separately defended where there is no consent to a conflict of interest, then OWNER shall bear such expense. The CITY and such officers, other officials, agents and employees shall reasonably cooperate in the defense of such proceedings. Said indemnification shall not include claims, liabilities, losses, judgments, costs, and fees arising from the negligent or willfully wrongful acts or omissions of the CITY, its officers, other officials, agents and employees.

11. **ENFORCEMENT AND SEVERABILITY:** It is agreed that the parties may, in law or equity, by suit, action, mandamus or any other proceeding, including specific performance, enforce or compel the performance of this Agreement. Pursuit of any remedy to enforce or compel performance of this Agreement shall not preclude a party from pursuing any other remedy available to it to enforce or compel performance of this Agreement. No provisions of this Agreement may be waived by a party except by writing signed by that party. If any provision of this Agreement is held invalid, such provision shall be deemed to be excised from this Agreement and the remainder of this Agreement shall continue in full force and

effect to the extent possible; provided, however, CITY shall under no circumstances be required to incur any liability, loss or incur any expense for any reason in the event that any such section, paragraph, clause, provision or item is held invalid. This Agreement shall be governed by the laws of the State of Illinois.

12. **NOTICE:** Unless otherwise notified in writing, all notices, requests and demands shall be in writing and shall be delivered to or be mailed by certified mail, return receipt requested, as follows:

If to the CITY: Mayor, City of St. Charles
2 East Main Street
St. Charles, Illinois 60174

With copy to: City Attorney
City of St. Charles
2 East Main Street
St. Charles, Illinois 60174

If to the OWNER: Ted C. Palpant
9N135 Corron Road
Elgin, Illinois 60123

With copy to: Charles A. Radovich
Law Offices of RADOVICH And
RADOVICH
312 West State Street
Geneva, Illinois 60134

The names and addresses provided in this Paragraph may be changed from time to time by notice duly given in compliance with the provisions of this Paragraph.

13. **AMENDMENT:** This Agreement, and any exhibits or attachments hereto, may be amended from time to time in writing with the consent of the parties hereto, pursuant to applicable provisions of the St. Charles Municipal Code and the Illinois Compiled Statutes. This Agreement may be amended from time to time by written agreement between the CITY and the then legal owner of fee title to that portion of the Subject Realty which is subject to and affected by such amendment; provided, that such amendment, if not executed by the then legal owner or owners of any other portion of the Subject Realty, shall in no manner alter, amend, or modify any of the rights, duties or obligations as set forth in this Agreement as they pertain to such other portions of the Subject Realty.
14. **CONVEYANCES:** Nothing contained in this Agreement shall be construed to restrict or limit the right of the OWNER to sell or convey all or any portion of the Subject Realty, whether improved or unimproved.
15. **NECESSARY ORDINANCES AND RESOLUTIONS:** The CITY shall pass all ordinances and resolutions necessary to permit the OWNER to develop the Subject Realty in accordance with the provisions of this Agreement, provided said ordinances and/or resolutions are not contrary to law.
16. **TERM OF AGREEMENT:** This Agreement shall remain in force and effect for a period of twenty (20) years. The provisions of the St. Charles Municipal Code to the contrary notwithstanding, the special use created and adopted pursuant to the Special Use Ordinance attached hereto as Exhibit "B" shall remain in force and effect throughout the term of this Agreement unless otherwise mutually agreed by OWNER and the CITY.

17. **CAPTIONS AND PARAGRAPH HEADINGS:** The captions and paragraph headings used herein are for convenience only and shall not be used in construing any term or provision of this Agreement.
18. **RECORDING:** This Agreement shall be recorded in the Office of the Recorder of Deeds, Kane County, Illinois, at OWNER'S expense.
19. **PREAMBLES AND EXHIBITS:** The preambles set forth at the beginning of this Agreement, and the exhibits attached hereto, are incorporated herein by this reference and shall constitute substantive provisions of this Agreement.
20. **GOVERNING LAW:** This Agreement, and the terms and provisions contained herein, shall be construed and governed under the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have hereunto placed their hands and seals the date first above written.

CITY

CITY OF ST. CHARLES, a Municipal Corporation

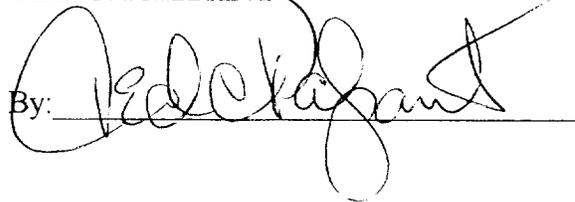
ATTEST

By: _____
Title: City Clerk

By: _____
Title: Mayor

OWNER

TED C. PALPANT

By:  _____

This instrument prepared by:
Charles A. Radovich
RADOVICH And RADOVICH
Attorneys at Law
312 West State Street
P.O. Box 464
Geneva, Illinois 60134
Telephone: (630) 232-4515

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, _____, a Notary Public, in and for the County and State aforesaid, do hereby certify, that SUSAN KLINKHAMER, personally known to me to be the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois, a municipal corporation, and _____, personally known to me to be the City Clerk of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the City Council of said corporation, as the free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under by hand and official seal this _____ day of _____, 199__.

Notary Public

My Commission Expires:

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

Owner

I, Linda R. Maves, a Notary Public, in and for the County and State aforesaid, do hereby certify, that TED C. PALPANT, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under by hand and official seal this 25th day of February, 1998.



Linda R Maves

Notary Public

My Commission Expires:

7-7-99

SCHEDULE OF EXHIBITS

EXHIBIT "A"

LEGAL DESCRIPTION OF SUBJECT REALTY

EXHIBIT "B"

**COPY OF ORDINANCE GRANTING A SPECIAL USE
FOR OPEN SALES AREA AND OPEN SALES LOT
UNDER B-3 SERVICE BUSINESS DISTRICT**

EXHIBIT "C"

F.P.A. (FACILITIES PLANNING AREA) MAP

EXHIBIT "A"
LEGAL DESCRIPTION

EXHIBIT "A"

PARCEL ONE:

THAT PART OF THE SOUTH EAST 1/4 OF SECTION 29 AND PART OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST 1/4; THENCE EAST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 1329.30 FEET; THENCE SOUTHERLY ALONG A LINE FORMING AN ANGEL OF 83 DEGREES, 46 MINUTES, 0 SECONDS, AS MEASURED FROM WEST TO SOUTH, WITH THE NORTH LINE OF SAID SECTION 32, 180.30 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID SECTION 32, 373.56 FEET TO THE SOUTHWEST CORNER OF REA DIVISION, A SUBDIVISION IN ST. CHARLES TOWNSHIP, KANE COUNTY, ILLINOIS, RECORDED APRIL 20, 1971, IN BOOK 57 PAGE 2 OF PLATS, FOR THE POINT OF BEGINNING; THENCE NORTH 04 DEGREES, 40 MINUTES, 22 SECONDS EAST, 359.72 FEET ALONG THE WESTERLY LINE AND SAID WESTERLY LINE EXTENDED OF REA DIVISION TO THE CENTERLINE OF ILLINOIS STATE ROUTE 64; THENCE WESTERLY ALONG SAID CENTERLINE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 11,459.19 FEET AN ARC DISTANCE OF 101.98 FEET, CHORD BEARING NORTH 85 DEGREES, 50 MINUTES, 48 SECONDS WEST, TO THE POINT OF TANGENCY; THENCE CONTINUING NORTH 85 DEGREES, 35 MINUTES, 05 SECONDS WEST, 230.91 FEET ALONG SAID CENTERLINE; THENCE SOUTH 04 DEGREES, 24 MINUTES, 32 SECONDS WEST, 394.06 FEET ALONG A LINE THAT IS 40 FEET EAST OF AND PARALLEL, AS MEASURED AT RIGHT ANGLES, TO THE EASTERLY LINE OF LANDS AS DESCRIBED IN DOCUMENT NO. 692383 AND SAID LINE EXTENDED SOUTH TO ITS INTERSECTION WITH THE SOUTHERLY LINE OF REA DIVISION IF EXTENDED WEST; THENCE NORTH 88 DEGREES, 24 MINUTES, 59 SECONDS EAST, 334.72 FEET ALONG SAID SOUTHERLY LINE EXTENDED WEST TO THE POINT OF BEGINNING, ALL IN ST. CHARLES TOWNSHIP, KANE COUNTY, ILLINOIS.

PARCEL TWO:

THAT PART OF THE SOUTH EAST 1/4 OF SECTION 29 AND PART OF THE NORTHEAST 1/4 OF SECTION 32, ALL IN TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST 1/4; THENCE EAST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 1,184.10 FEET; THENCE NORTHERLY ALONG A LINE MAKING AN ANGLE OF 83 DEGREES, 46 MINUTES, 0 SECONDS, AS MEASURED FROM EAST TO NORTH, WITH THE NORTH LINE OF SAID SECTION 32, 235 FEET TO THE CENTERLINE OF STATE ROUTE NUMBER 64 FOR THE POINT OF BEGINNING; THENCE SOUTHERLY ALONG THE LAST DESCRIBED LINE 305 FEET TO A POINT 70 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 32 (MEASURED ALONG THE LAST DESCRIBED LINE); THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID SECTION 32, 145.2 FEET; THENCE NORTHERLY ALONG A LINE MAKING AN ANGLE

OF 96 DEGREES, 14 MINUTES, 0 SECONDS, MEASURED FROM WEST TO NORTH WITH THE LAST DESCRIBED LINE, 289.7 FEET TO THE CENTERLINE OF STATE ROUTE 64 AFORESAID; THENCE WESTERLY ALONG SAID CENTERLINE 145 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF ST. CHARLES, KANE COUNTY, ILLINOIS.

EXHIBIT "B"
SPECIAL USE ORDINANCE

ORDINANCE NO.

**AN ORDINANCE GRANTING A SPECIAL USE
UNDER THE B-3 BUSINESS DISTRICT OF THE
CITY OF ST. CHARLES ZONING ORDINANCE
(THE DECK YARD)**

WHEREAS, a Petition for rezoning to the B-3 Business District and for the granting of a Special Use for the real estate described in Exhibit "A" attached hereto and made a part hereof, (hereinafter sometimes referred to as "Subject Realty") has been filed by Ted C. Palpant (hereinafter referred to as "Owner"); and

WHEREAS, the Plan Commission has held a public hearing on said Petition in accordance with law; and

WHEREAS, the City Council of the City of St. Charles has received the recommendation of the Plan Commission and has considered same;

WHEREAS, the Subject Realty is the subject of an "Annexation Agreement" dated March 2, 1998 (hereinafter referred to as the "Annexation Agreement").

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ST. CHARLES, KANE AND DUPAGE COUNTIES, ILLINOIS, as follows:

SECTION 1. That Section 17.02.180 of Title 17 of the St. Charles Municipal Code, as amended, and as set forth in the Zoning District Map as described therein and on file in the Office of the City Clerk, is hereby amended by rezoning the Subject Realty to the B-3 Service Business District and by granting of a Special Use, pursuant to the provisions of Title 17 of the St. Charles Municipal Code, as amended, subject to the additional conditions, variations and restrictions hereinafter set forth. For the purposes of this Ordinance, "Subject Realty" shall mean either Parcel

One or Parcel Two as described at Exhibit "A"; it is the intent and purpose of this Ordinance to rezone each Parcel under the B-3 Business District classification and grant the special uses to each said Parcel.

SECTION 2. That the Subject Realty may be developed only in accordance with all ordinances of the City as now in effect or hereafter amended (except as specifically varied herein), and in accordance with the additional procedures, definitions, uses and restrictions contained herein.

A. Zoning Requirements and Standards. The development of the Subject Realty shall conform with the provisions of the B-3 Business District as set forth in the St. Charles Zoning Ordinance, except as specifically provided herein.

1. Permitted Uses. The permitted uses within the Subject Realty shall be those set forth at Section 17.28.020 of the Zoning Ordinance in effect on the effective date of this Ordinance.

2. Special Uses. The following special uses within the Subject Realty shall be (a) open-sales lots and (b) outdoor sales areas; provided that there shall be no outdoor storage of bulk building materials (excluding sales display units) within fifty (50') feet of the Illinois State Route 64 right-of-way as presently constituted.

B. Bulk Requirements. The minimum lot area, lot width, building height, floor area ratio, yard and setback requirements applicable to the B-3 Business District shall apply to the Subject Realty, except as follows:

1. A screening fence, with a minimum height of eight (8') feet shall be erected along the north line of the outdoor storage area on Parcel 1 as described at Exhibit A, with the maximum height for stored materials within the open storage area to be not greater than twelve (12') feet. The screening fence shall be constructed not later than May 1, 1998.

2. A screening fence, with a minimum height of eight (8') feet shall be erected along the north line of the outdoor storage area on Parcel 2 as described at Exhibit A, with the maximum height for stored materials within the open storage area to be not greater than twelve (12') feet. Additionally, a screening fence, with a minimum height of six (6') feet shall be erected along the west line of the outdoor storage area on said Parcel 2. Both screening fences referred to in this subparagraph 2 shall be constructed prior to the establishment of the Special Use.

3. No material storage shall be located within the existing storm water detention basin situated on Parcel 1 unless such materials are elevated not less than eighteen (18") inches above ground level.

4. Material storage located along the west wall of the building on Parcel 1 shall not be stacked to a height greater than seven (7') feet.

5. Outdoor display units shall not exceed the height of twelve (12') feet.

C. Off-street Parking and Loading: The off-street and loading provisions set forth in Chapter 17.38, "Off-street Loading and Parking" of the St. Charles Municipal Code in effect on the effective date of this Ordinance shall apply to the Subject Realty, except that the minimum front yard parking setback shall not be greater than 20 feet from the southerly right-of-way line of Illinois State Route 64.

D. Signs: The sign provisions set forth in the St. Charles Zoning Ordinance applicable to the B-3 Business District in effect at the time of application for a sign permit shall apply to the Subject Realty, except that the existing free-standing sign located in the front yard of Parcel One shall not be required to re-located or altered under the provisions of the Zoning Ordinance.

SECTION 3. This Ordinance shall become effective from and after its passage as in accordance with law. Publication of this Ordinance is approved to be in pamphlet form.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this 2nd day of March, 1998.

AYES:___ NAYS:___ ABSENT:___ ABSTAINING:___ HOLDING OFFICE: _____

APPROVED by me as Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois,
this ___ day of March, 1998.

Mayor

ATTEST:

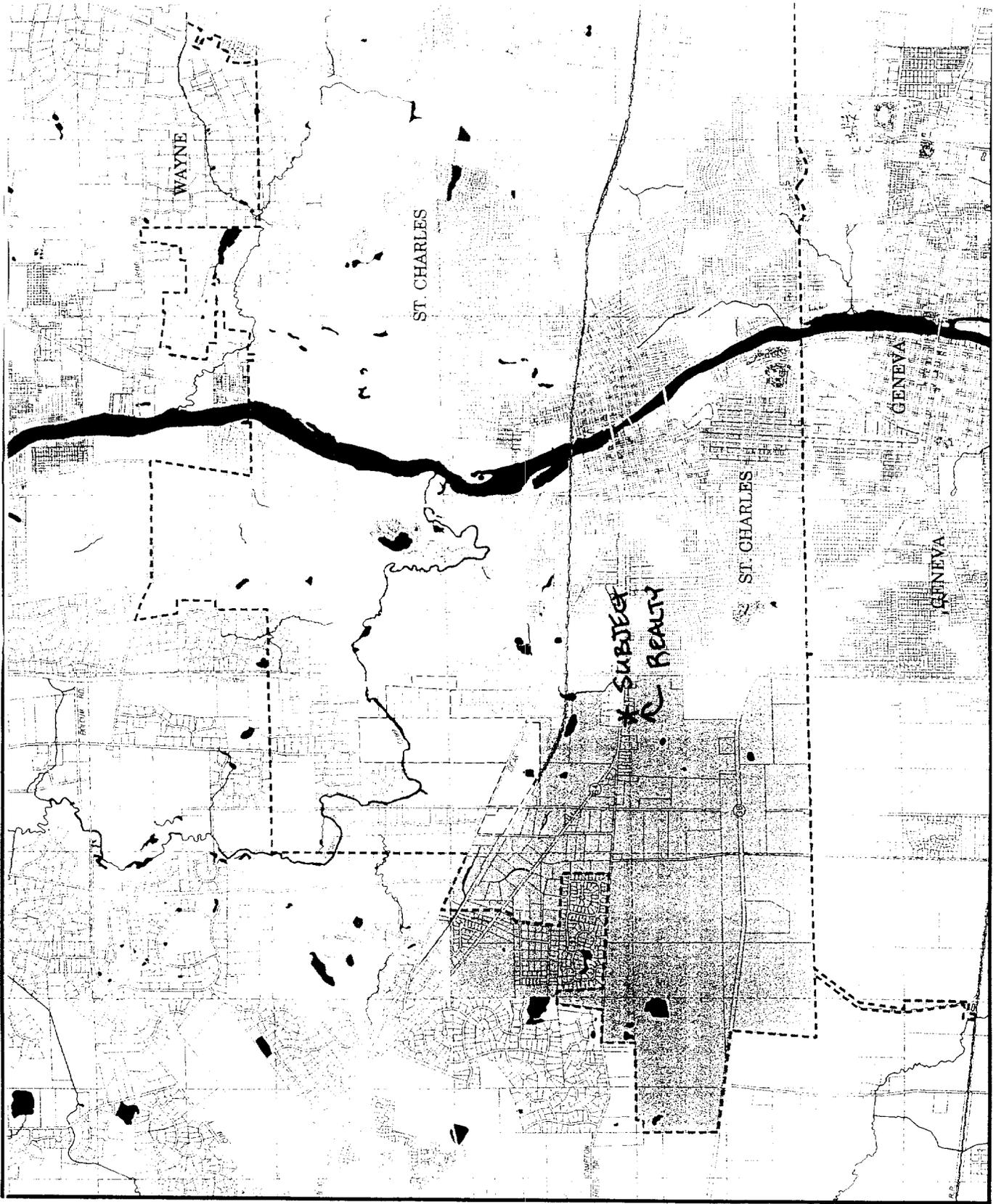
City Clerk

EXHIBIT "C"
FACILITIES PLANNING MAP

**CITY OF
ST. CHARLES**
WASTE WATER UTILITIES

- 
 LIMITS OF FUTURE
FOX RIVER PLANT
SERVICE AREA
- 
 LIMITS OF FUTURE
WEST SIDE PLANT
SERVICE AREA
- 
 1996 FACILITIES
PLANNING AREA

EXHIBIT "C"



BASE MAP SOURCE:
FRANK COUNTY (1995) AND
DUFAURE COUNTY REVISED (1996)
PLAN PREPARED BY:
ROBERT H. ANDERSON & ASSOC.
ST. CHARLES, MISSOURI

NOTE:
FOR COMPREHENSIVE PLANNING
PURPOSES ONLY

State of Illinois)
)
) ss.
Counties of Kane and DuPage)

Certificate

I, KRISTIE A. DARULA, certify that I am the duly elected and acting municipal clerk of the city of St. Charles, Kane and DuPage Counties, Illinois.

I further certify that on March 2, 1998, the Corporate Authorities of such municipality passed and approved Ordinance No. 1998-M-16, entitled

"An Ordinance Authorizing the Execution of an Annexation Agreement (The Deckyard)",

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

The pamphlet form of Ordinance No. 1998-M-16, including the Ordinance and a cover sheet thereof was prepared, and a copy of such Ordinance was posted in the municipal building, commencing on March 6, 1998, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

DATED at St. Charles, Illinois, this 4th day of March, 1998.



Municipal Clerk

