

**AGENDA
CITY OF ST. CHARLES
PLANNING & DEVELOPMENT COMMITTEE
ALD. BRYAN WIRBALL – CHAIR
MONDAY, JUNE 9, 2025 - 7:00 PM
CITY COUNCIL CHAMBERS
2 E. MAIN STREET**

1. CALL TO ORDER

2. ROLL CALL

3. OMNIBUS VOTE

Items with an asterisk (*) are considered to be routine matters and will be enacted by one motion. There will be no separate discussion on these items unless a council member/citizen so requests, in which event the item will be removed from the consent agenda and considered in normal sequence on the agenda.

4. COMMUNITY & ECONOMIC DEVELOPMENT

- a. Presentation regarding Short-Term Rentals
- b. Recommendation to Amending Title 10 “Vehicles and Traffic”; Chapter 10.40 “Stopping, Standing and Parking”; “Exhibit: - Maps and Diagrams”; EXHIBIT “PL-V’ 10.40.010 of the St. Charles Municipal Code (Parking Lots X, Y, V)
- c. Recommendation to approve Amendment No. 2 To An Intergovernmental Agreement between the County of Kane and City of St. Charles for Access and Improvements to Randall Road from IL Route 64 to Dean Street to approve IGA amendment
- *d. Recommendation to approve a Plat of Easement for 675 Sidwell Ct.
- *e. Recommendation to approve Plat of Easement for 420 37th Avenue.

5. PUBLIC COMMENT

6. ADDITIONAL ITEMS FROM MAYOR, COUNCIL OR STAFF


7. EXECUTIVE SESSION

- **Personnel –5 ILCS 120/2(c)(1)**
- Pending, Probable or Imminent Litigation – 5 ILCS 120/2(c)(11)
- Property Acquisition – 5 ILCS 120/2(c)(5)
- Collective Bargaining – 5 ILCS 120/2(c)(2)
- Review of Executive Session Minutes – 5 ILCS 120/2(c)(21)

8. ADJOURNMENT

ADA Compliance

Any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the ADA Coordinator, Jennifer McMahon, at least 48 hours in advance of the scheduled meeting. The ADA Coordinator can be reached in person at 2 East Main Street, St. Charles, IL, via telephone at (630) 377 4446 or 800 526 0844 (TTY), or via e-mail at jmcmahon@stcharlesil.gov. Every effort will be made to allow for meeting participation. Notices of this meeting were posted consistent with the requirements of 5 ILCS 120/1 et seq. (Open Meetings Act).

 CITY OF ST. CHARLES ILLINOIS • 1834	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 4a
	Title:	Presentation Regarding Short Term Rentals	
	Presenter:	Russell Colby, Community Development Director Jenna Sawicki, St. Charles Business Alliance Executive Director	
Meeting: Planning & Development Committee		Date: June 9, 2025	
Proposed Cost: \$		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
TIF District: None			
Executive Summary (if not budgeted, please explain): <p>This presentation is intended to be an informational update on Short-Term Rentals in St. Charles. Short-term rentals are residential properties listed through services such as AirBNB and VRBO, generally for stays less than 30 days. The City last reviewed information on Short-Term Rentals in 2019. Since that time, the short-term rental activity in St. Charles has grown considerably. Given the broader presence these units now have in the community, the Committee may want to revisit the topic from a regulatory standpoint.</p> <p><u>Background</u></p> <p>Short-Term rentals are not defined in the City’s Zoning Ordinance. Residential units rented out for periods less than what would be considered a “resident” (less than 30 days) either fall into the category of a “Bed and Breakfast”, which is permitted in and around the downtown, or “Hotel/Motel”, which is permitted only in business districts.</p> <p>Recognizing this trend in 2019, Staff presented proposals to the Plan Commission to consider defining a short-term rental use category in the code, identifying locations where short-term rentals would be permitted (including entire units vs. partial units), and proposing some form of registry or license program. The Plan Commission recommendation was presented to the P&D Committee, and the committee provided direction that they did not want the City to adopt any regulations for short-term rental uses at that time. No further action was taken.</p> <p>In the years since, Staff has consistently received questions about whether the City allows short-term rentals. The staff response has been that the code does not identify a short-term rental as permitted use in residential zoning districts, only certain business/mixed use districts; however the City does not expressly prohibit this use in residential districts, nor has there been enforcement against known units to date. Staff cannot issue any type of written zoning approval allowing a short-term rental use, as this is not identified anywhere in the code. Therefore, owners are advised that they are proceeding at their own risk when operating a short-term rental in a residential district.</p> <p>Nonetheless, operators have still chosen to establish new short-term rentals in St. Charles. The City now has 47 units, with 20 additional units just north of the City, many located near the Fox River.</p> <p><u>Nearby Municipal Regulations</u></p> <p>A number of communities in the area have enacted regulations regarding short-term rentals. There is no consistent trend- some have chosen to substantially restrict units, while others remain hands off. Municipalities that already have a rental licensing program in place have included short term rentals</p>			

in their license program. Our immediate neighbors South Elgin and Geneva do not regulate short term rentals. For more information, see the attached summary.

Note that many newer developments may have covenants that already prohibit short term rentals. These regulations are enforced by Owner Associations or individual owners, not the City.

Awareness and Complaints

In some municipalities, regulations have been enacted in response to complaints. In general, the City has not received complaints about the operation of short-term rentals in St. Charles. Recently there have been complaints pertaining to a short-term rental in an RS-zoned area. Neighbors have expressed concerns with the use occurring in the neighborhood. While there have been complaints about specific instances, there are no outstanding code violations or citations.

Given the minimal level of complaints, it appears that short term rentals have not been disruptive to older downtown area neighborhoods that already have a mix of different unit types, more rental units, and more activity/visitors. However, the short-term rental activity in single family subdivisions outside of downtown may attract more attention simply from different renters coming and going. Residents in these areas may view this activity as inconsistent with the character of a neighborhood.

Tourism and Promotion Opportunity

As the number of short-term rentals in the City has increased, there now appears to be a critical mass that may offer a promotional opportunity for tourism. Currently, without an official status for short-term rental units, a tax similar to the Hotel Operators tax has not imposed. Recent revenue trends show that a tax on short term rentals could generate significant revenue, and administrative burdens would be minimized if the tax is collected automatically by the listing services. Revenue reached \$1.275 million in 2024, and has been increasing year over year by a significant amount, with 2025 trending at least +25%. Short-term rental operators already contact the St. Charles Business Alliance seeking listing and promotional assistance, but since the rentals do not pay into the hotel tax system, this service cannot be offered. Jenna Sawicki from the Business Alliance will present information on the promotional opportunity of short-term rentals for St. Charles.

Attachments (please list):

Information on short term rentals in St. Charles,

Recommendation/Suggested Action (briefly explain):

Staff is presenting this information for any feedback and direction from the Committee. Potential topics to consider:

- Codify short-term rentals as a permitted use for the greater downtown area (without needing to meet the limitations of the “Bed and Breakfast” use category)
- Regulate the location of short-term rental units throughout the City by zoning district
- Impose a tax similar to the Hotel Operators tax
- Create a registry of property manager contacts and listings with the Business Alliance
- Consider a license program for short-term rentals (with standards for operation, management)

There isn’t necessarily a need to take any action. However, under the status quo, short-term rental activity is occurring in the community and growing. Without a formalized status, there are limited tools to address issues outside of regular code enforcement. The City also is not taking advantage of the potential tax and tourism benefits.

Depending on the Committee direction, staff would need to review options from a legal standpoint, determine the appropriate process for any code updates, and contact unit owners/operators.

Short Term Rentals Trends in St. Charles

As of June 2025

Total Number of Units	
2019	13
2025	47

Units by Type	Number of Units	Percentage
Room(s) in house	3	6.5%
Basement in house	3	6.5%
Apartment, condo, duplex	15	32%
Entire single family house	26	55%

Locations	Zoning Districts	Number of Units	Percentage
Central Downtown	CBD-1, CBD-2	8	17%
Downtown Perimeter	BL, BT, RT-4	5	11%
Greater Downtown Neighborhoods	RT-1, RT-2, RT-3	23	50%
Outside of Greater Downtown	RS & RM districts	10	22%

East of the River	26
West of the River	21

Ward	Number of Units	Percentage
Ward 1	4	9%
Ward 2	1	2%
Ward 3	5	11%
Ward 4	29	63%
Ward 5	7	15%

Property Ownership	Number of Units	Percentage
Individual(s)	27	61%
Trust	4	9%
Limited Liability Company (LLC)	13	30%

Revenue: 2025 is trending upward 25%+

Year	Revenue	% Increase	Potential Hotel Tax
2024	\$1,275,684	24%	\$71,948
2023	\$1,025,179	51%	\$57,820
2022	\$678,547	238%	\$38,270
2021	\$200,392	64%	\$11,302
2020	\$122,153		\$6,889

Current Zoning Interpretation:

Short-term rentals are not explicitly addressed in the St. Charles Municipal Code. Staff has interpreted “Short-Term Rental” to be defined as rental of any residential unit for a period of less than 30 days at a time. Any stay over 30 days would not be considered “short-term” and would be permitted similar to any other residential use. Because the Zoning Ordinance does not specify short-term rental as a defined use, STRs have been considered to be part of two different uses, depending on the type of rental.

Short-term rental of a single room when the owner of the home lives on the property is considered a “Bed and Breakfast”, defined in the Zoning Ordinance as:

Single-family residences, occupied by owners or resident managers, which offer lodging on a temporary basis to paying guests in a room(s) without cooking facilities, and may offer breakfast or other meals to these guests.

- Bed and Breakfasts are permitted only in the downtown zoning districts (CBD-1 and CBD-2), and the Transitional Business Overlay.

Short-term rental of an entire residential unit is considered a “Hotel/Motel”, defined as:

A building where guest rooms or suites are offered for a fee to temporary or transient guests to provide temporary sleeping and/or living accommodations. This use is distinct from Bed and Breakfast Establishment and Homeless Shelter as defined herein.

- Hotel/Motel are permitted only in certain commercial districts: BC-Community Business, BR-Regional Business, and CBD-1.

Surrounding Communities:

Staff surveyed surrounding and comparable municipalities in the region. The table below lists each municipality surveyed.

Three communities have passed ordinances banning short-term rentals, although Glen Ellyn’s ban has been temporarily blocked due to a law suit filed by an Airbnb operator. The rest of the surveyed communities (12) allow short-term rentals in some capacity. Batavia and Wheaton are the most restrictive of the communities that allow STRs; both prohibit STR of entire residential units and require the property owner to be present during the stay.


West Chicago requires STRs to function as the owner’s primary residence for over half of the year. Similarly, Schaumburg prohibits corporate ownership of STRs.

Five communities view STRs the same as any other residential unit and do not have any specific provisions for STRs. Four communities have rental licensing programs (including annual inspections) and require a rental license for STRs along with all other types of residential units. Other communities have created separate license types specific to STRs, such as a Short-Term Home Rental License in West Chicago and a Vacation Rental License in Evanston.

Geneva and South Elgin are the most lenient; STRs are viewed as any other type of residential unit and no rental licensing program is in place.

It is worth noting that most communities do not address STRs in their zoning regulations. STRs are addressed more commonly in code sections related to business or rental licensing.

Municipality	Short-Term Rentals Allowed?	Summary of Regulations	Permit or License Required?	Inspection Required?
STRs are Prohibited:				
Campton Hills	No	STRs are prohibited in Zoning Ordinance.	N/A	N/A
Glen Ellyn	No	Passed ordinance prohibiting STRs in April. Pending litigation. As of May 20- federal judge has temporarily blocked village from enforcing ban.	N/A	N/A
Naperville	No	STRs are prohibited. STRs established prior to Oct 2020 are grandfathered in.	N/A	N/A
STRs are Permitted, with restrictions:				
Batavia	Yes – with restrictions	STRs must comply with regulations for Bed & Breakfasts (entire unit cannot be rented). Operator must occupy the residence.	Yes (Administrative Use Permit)	No
West Chicago	Yes – with restrictions	STR of single-family homes are permitted, IF owner's primary residence & minimum of 3-day+ stay. STR of condos and apartments are prohibited.	Yes (Short-Term Home Rental License)	Yes
Elburn	Yes – with restrictions	STRs are permitted in residential districts on lots adjacent to downtown zoning district. Special Use required if not adjacent to downtown zoning district.	Yes (Special Use if not adjacent to downtown)	No
Wheaton	Yes – with restrictions	Owner must be present. STR of entire residential unit is not permitted.	Yes (Administrative Approval Letter)	No
Schaumburg	Yes – with restrictions	Requires residential rental license. STRs must comply with several criteria, including no corporate ownership and 750' separation from other STRs	Yes (Rental License)	Yes
STRs are Permitted, but license required:				
Bartlett	Yes	STRs are treated the same as any residential dwelling unit. Requires rental license.	Yes (Rental License)	Yes
Elgin	Yes	STRs are treated the same as any residential dwelling unit. Requires rental license.	Yes (Rental License)	Yes
Aurora	Yes	STRs are treated the same as any residential dwelling unit. Requires rental license.	Yes (Rental License)	Yes
Oak Park	Yes	Business license required for each STR.	Yes (Business License)	Yes
Evanston	Yes	If STR is not owner's primary residence, applicant must appear before Planning & Development Committee, with mailed notice to surrounding properties.	Yes (Vacation Rental License)	Yes
STRs are Permitted, no license required				
Geneva	Yes	STRs are treated the same as any residential dwelling unit; no rental regulations.	No	No
South Elgin	Yes	STRs are treated the same as any residential dwelling unit; no rental regulations.	No	No

	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 4b
	Title:	An Ordinance Amending Title 10 “Vehicles and Traffic”; Chapter 10.40 “Stopping, Standing and Parking”; 10.40.010 – “Parking time limits” and “Exhibit: - Maps and Diagrams” of the St. Charles Municipal Code (Parking Lots X, Y, V)	
	Presenter:	Derek Conley, Economic Development Director	
Meeting: Planning & Development Committee Date: June 9, 2025			
Proposed Cost: N/A		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
Executive Summary <i>(if not budgeted please explain):</i> <p>In June 2023, the City approved an Amended Declaration of Covenants, Conditions, Restrictions and Easements, designating dedicated parking areas for both Whole Foods customers and the general public in Parking Lots V, X and Y—commonly known as the lots in front of Whole Foods and east of First Street. The parking spaces dedicated for Whole Foods were contingent upon the store’s opening, which is now scheduled for June 25. With the store’s opening imminent, the City must formally amend the parking code to reflect this arrangement. A map outlining the parking layout is included in the ordinance.</p> <p>Lot Y (adjacent to Whole Foods) and Lot V will be designated for Whole Foods customer parking. Meanwhile, 31 spaces in Lot X will be public parking, with a two-hour time limit. It’s worth noting that part of Lot V had previously been reserved for the former Blue Goose property but has functioned as public parking since that store's closure. Should Whole Foods close in the future, the parking will revert to public use.</p> <p>Whole Foods and the City will each install signage on their respective portions of the parking lot. The property owner will be responsible for all maintenance, repairs, and replacement of the entire parking area—including both the dedicated Whole Foods spaces and the public parking section. This responsibility also extends to the maintenance, repair, and replacement of utilities serving the lot, as well as landscaped areas within the parking lots. Additionally, the property owner is responsible for removing debris, snow, and ice from the entire parking lot.</p> <p>The proposed ordinance also designates the newly added angled public parking spaces on First Street, between Illinois and Indiana Streets, as 90-minute parking—consistent with existing spaces north of Illinois St.</p>			
Attachments <i>(please list):</i> Ordinance with proposed changes			
Recommendation/Suggested Action <i>(briefly explain):</i> Recommendation to Approve an Ordinance Amending Title 10 “Vehicles and Traffic”; Chapter 10.40 “Stopping, Standing and Parking”; 10.40.010 – “Parking time limits” and “Exhibit: - Maps and Diagrams” of the St. Charles Municipal Code			

City of St. Charles, Illinois
Ordinance No. 2025-M-_____

**An Ordinance Amending Title 10 “Vehicles and Traffic”;
Chapter 10.40 “Stopping, Standing and Parking”; 10.40.010 – “Parking time limits”
and “Exhibit: - Maps and Diagrams” of the St. Charles Municipal Code**

BE IT ORDAINED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, as follows:

SECTION ONE: That Title 10, “Vehicles and Traffic,” Chapter 10.40, “Stopping, Standing and Parking”, Section 10.40.010, “Parking time limits”, Subsection B.3. “Ninety-minute parking”, Subjection 3.c of the St. Charles Municipal Code is hereby amended to the following:

3. *Ninety-minute parking:*

c. On both sides of south First Street between west Main Street and Indiana Street.

SECTION TWO: That Title 10, “Vehicles and Traffic,” Chapter 10.40, “Stopping, Standing and Parking”, Section: “Exhibit: - Maps and Diagrams”; “Exhibit “PL-V”, “Exhibit PL-X” and “Exhibit PL-Y” is hereby removed and replace with “Exhibit “PL-V-X-Y”, attached hereto as Exhibit “I”

SECTION THREE: This Ordinance shall be in full force and effect immediately from and after its passage by a vote of the majority of the corporate authorities now holding office, approval and publication in the manner provided by law.

PRESENTED to the City Council of the city of St. Charles, Illinois, this 16th day of June, 2025.

PASSED by the City Council of the city of St. Charles, Illinois, this 16th day of June 2025.

APPROVED by the Mayor of the city of St. Charles, Illinois, this 16th day of June 2025.

Clint Hull, Mayor

ATTEST:

City Clerk

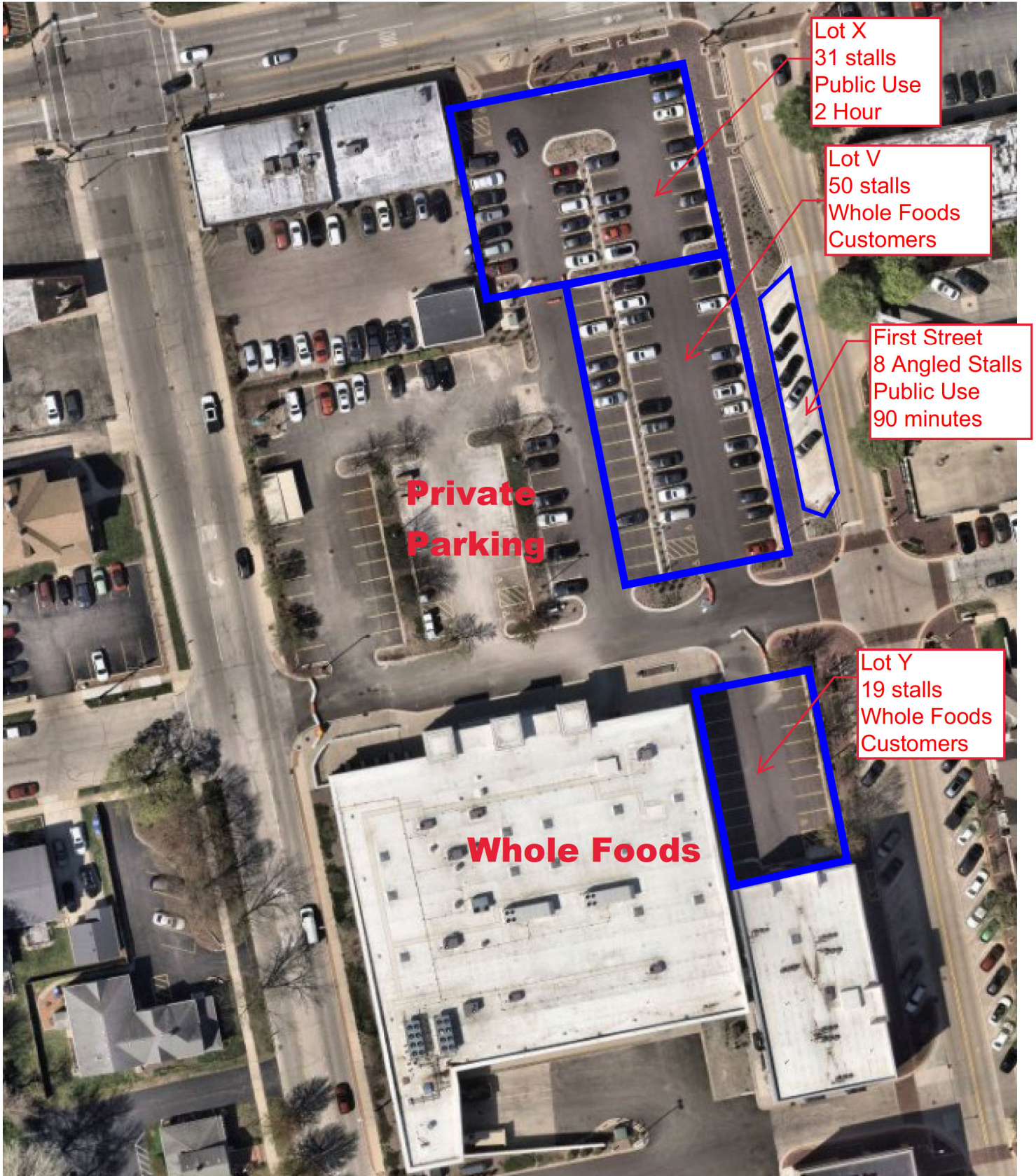
COUNCIL VOTE:

Ayes: _____

Nays: _____

Absent: _____

-



Lot X
31 stalls
Public Use
2 Hour

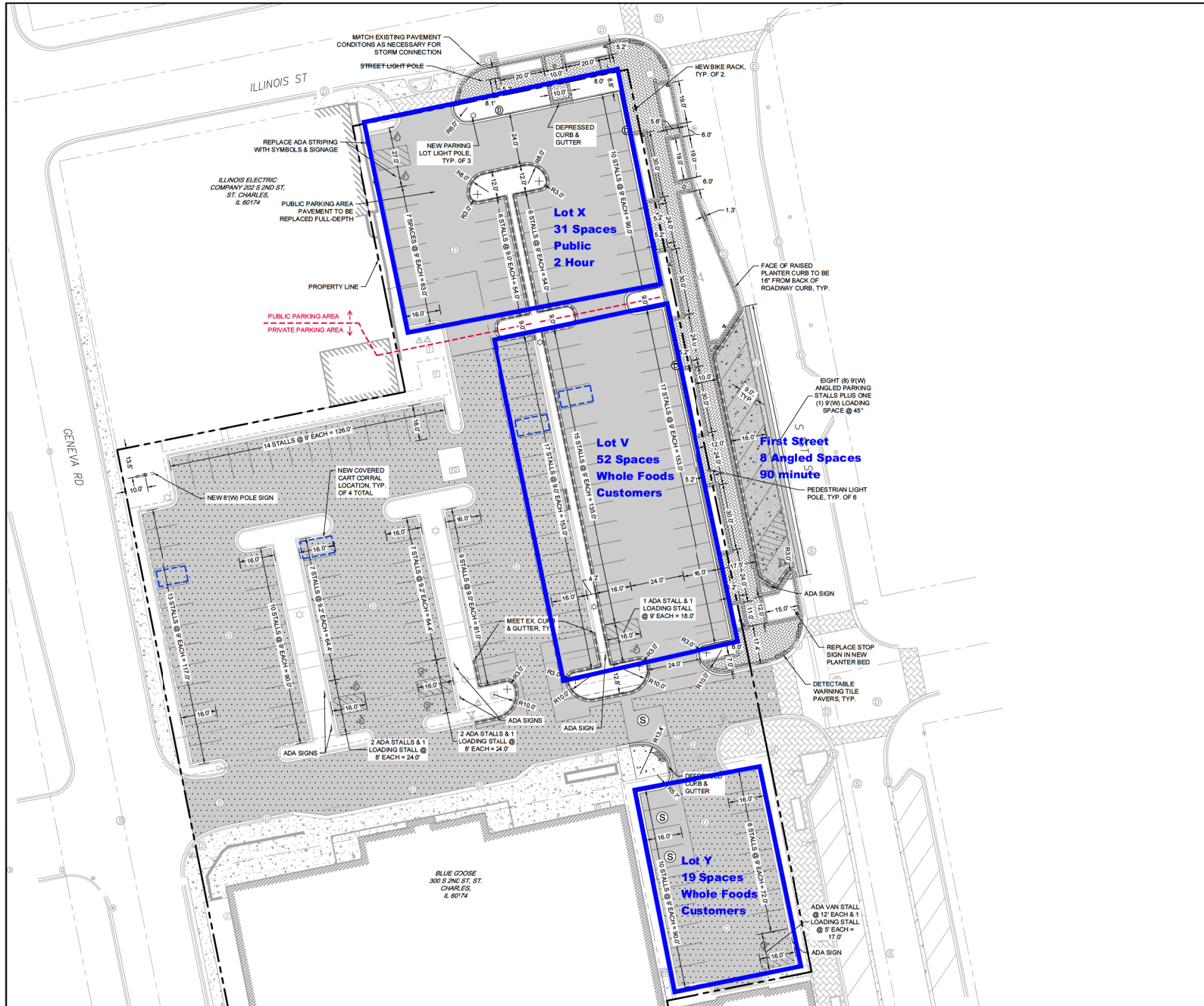
Lot V
50 stalls
Whole Foods
Customers


First Street
8 Angled Stalls
Public Use
90 minutes

**Private
Parking**

Whole Foods

Lot Y
19 stalls
Whole Foods
Customers



 CITY OF ST. CHARLES ILLINOIS • 1834	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 4c
	Title:	Recommendation to approve Amendment No. 2 To An Intergovernmental Agreement between the County of Kane and City of St. Charles for Access and Improvements to Randall Road from IL Route 64 to Dean Street	
	Presenter:	Russell Colby, Community Development Director	
Meeting: Planning & Development Committee		Date: June 9, 2025	
Proposed Cost: \$		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
TIF District: None			
Executive Summary (if not budgeted, please explain): <p>Randall Road is a County Highway under the jurisdiction of the Kane County Division of Transportation (KDOT). Kane County/KDOT regulates and permits all access to the roadway. In 2006, the City entered into an Intergovernmental Agreement (IGA) with Kane County regarding access and improvements to Randall Road between Main St./Rt. 64 and Dean Street. The IGA was entered into at the time KDOT was reconstructing and widening this portion of Randall Road. The agreement identified the removal and/or consolidation of Randall Road driveway access points along the corridor. Plans identified a network of private and public access drives to connect to the signalized intersection with Woodward Drive, which was completed in 2021.</p> <p><u>Subject Property- NW Corner of Randall & Main St.</u></p> <p>Among the closed access points was a driveway that served the vacant property at the northwest corner of Randall and Main (previously a Long John Silver's restaurant). This property, which is owned in common with adjacent parcels totaling 1.8 acres, has remained vacant since the roadway widening in 2006. Cross access is available north to Woodward Drive behind the Mercedes and Audi Dealerships, however potential developers have cited the lack of direct Randall Road access as a deterrent to development.</p> <p>The property owner is an affiliate of Semersky Enterprises, developer of the Audi Exchange and owner of other adjacent development parcels to the north and west. Semersky approached in the City in 2020 seeking support to request an amendment to the IGA to allow the reinstatement of a right in/right-out access point to Randall Road, at a safer distance away from the Randall/Main intersection. City Council approved Resolution 2020-106 supporting the amendment and authorizing staff to pursue negotiation of an amendment to the IGA for this access.</p> <p><u>Review and Approval Process</u></p> <p>Staff presented to the County Board Transportation Committee on multiple occasions over the past 5 years regarding the proposed access. The access point does not meet the County standards for new access points, however other factors were considered in the review, including: the length of time the site has remained undeveloped, the previous access point that was removed, the similar access points existing on other legs of the intersection, and the design and safety improvements incorporated into the IGA Exhibits. The IGA amendment was ultimately approved in May.</p>			

Proposed IGA Amendment

The amendment will allow for either a *right-in* OR *right-in/right-out* access into the property. The developer of the site will be responsible for the cost of all associated improvements.

Developers will likely prefer the right-in/right-out, however adding the right-out movement will require more extensive modifications to Randall Road to install a barrier median along the southbound left turn lanes to Rt. 64. These modifications would also require further IDOT review. Depending on the ultimate use of the property, the right-out may not be necessary.

In addition to the access point approval, the IGA also includes a provision regarding the Kane County Transportation Impact Fee program. Certain municipalities in the County require proof of payment for impact fees prior to issuing building permits. St. Charles (similar to Geneva and Batavia) does not require this information at the time of building permit. However, with recent IGAs, the County has required a provision where the City agrees to provide “written notice” to all building permit applicants regarding the County impact fee requirements. This “written notice” is now incorporated into the City’s development and building permit application materials.

Attachments (please list):

Map Exhibits, IGA Amendment draft approved by Kane County Board on May 13, 2025.

Recommendation/Suggested Action (briefly explain):

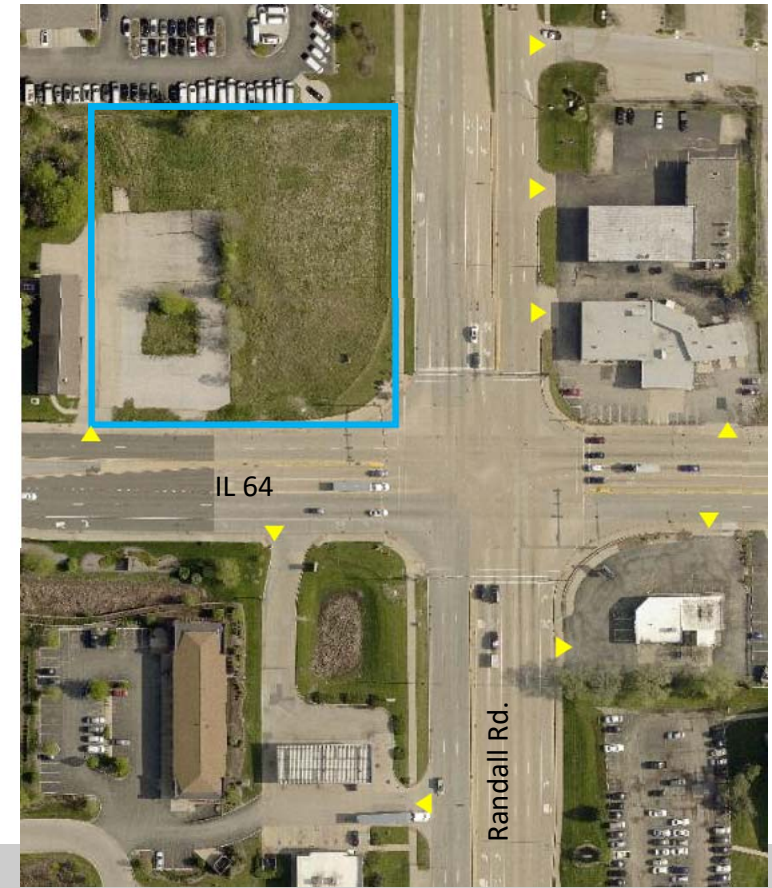
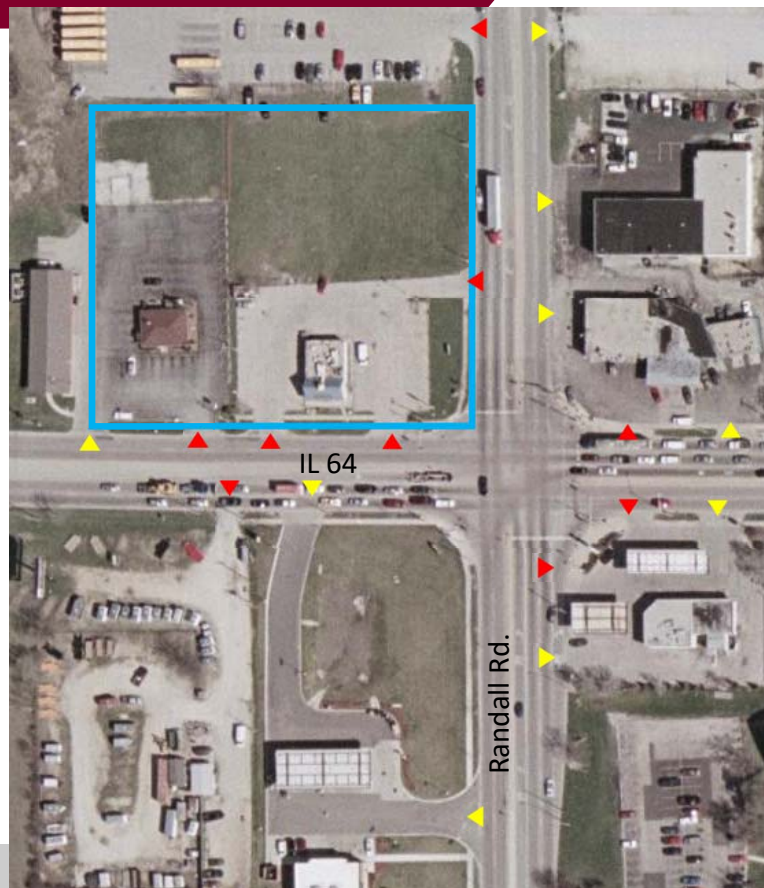
Recommendation approve Amendment No. 2 To An Intergovernmental Agreement between the County of Kane and City of St. Charles for Access and Improvements to Randall Road from IL Route 64 to Dean Street

Development at Randall/IL 64- 2005 vs Today

▶ Access Remaining

▶ Access Closed

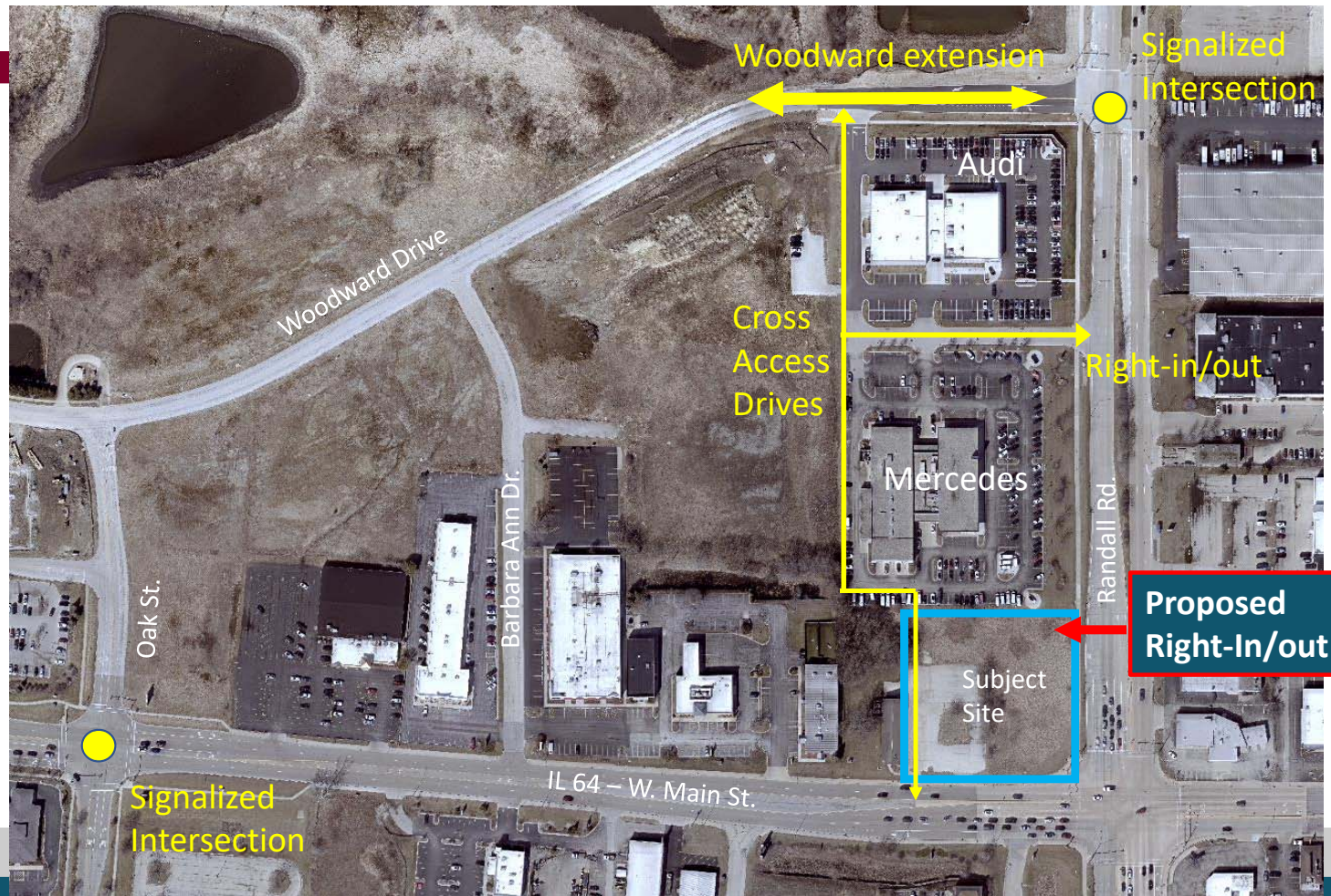
- Other corners pre-date access regulations
- Access points closed or consolidated with intersection & road widening in 2006
- Lot remains the only vacant site at an otherwise developed intersection



CITY OF
ST. CHARLES
ILLINOIS • 1834

Current Site Access Layout

- County, City, Developer coordination to implement 2006 IGA as development is proposed
- Site /Access layout:
 - Cross access drive available to Woodward and Randall
 - Woodward signalized intersection
- Land Uses established:
 - Auto Dealers – lower traffic, but generate revenue to support infrastructure improvement
 - Frontage road cross access is limited due to security
- Corner site remains undeveloped
 - Request to re-establish a Right-In/Out access to Randall



CITY OF
ST. CHARLES
ILLINOIS • 1834

City of St. Charles, Illinois
Resolution No. 2025-_____

A Resolution Authorizing the Mayor and City Clerk of the City of St. Charles to Execute Amendment No. 2 To An Intergovernmental Agreement between the County of Kane and City of St. Charles for Access and Improvements to Randall Road from IL Route 64 to Dean Street

**Presented & Passed by the
City Council on June 16, 2025**

BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Mayor and City Clerk be and the same are hereby authorized to execute Amendment No. 2 To An Intergovernmental Agreement between the County of Kane and City of St. Charles for Access and Improvements to Randall Road from IL Route 64 to Dean Street, as attached hereto as Exhibit “A”, by and on behalf of the City of St. Charles.

PRESENTED to the City Council of the City of St. Charles, Illinois, this 16th day of June, 2025.

PASSED by the City Council of the City of St. Charles, Illinois, this 16th day of June, 2025.

APPROVED by the Mayor of the City of St. Charles, Illinois, this 16th day of June, 2025.

Clint Hull, Mayor

ATTEST:

City Clerk/Recording Secretary

Voice Vote:

Ayes:

Nays:

Absent:

Abstain:

Resolution No. _____

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EXHIBIT "A"

Amendment No. 2 To An Intergovernmental Agreement between the County of Kane and
City of St. Charles for Access and Improvements to Randall Road from IL Route 64 to Dean
Street

**AMENDMENT NO. 2 TO INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF ST. CHARLES AND THE COUNTY OF KANE REGARDING ACCESS
AND IMPROVEMENTS TO RANDALL ROAD FROM IL64 TO DEAN STREET**

This Amendment #2 (hereinafter, the “Amendment”) is entered into this ____ day of _____, 2025, by and between the County of Kane, a body corporate and politic of the State of Illinois (the “COUNTY”) and the City of St. Charles, a municipal corporation of the State of Illinois (the “CITY”). The COUNTY and the CITY are sometimes collectively referred to as the “Parties” and individually as a “Party”.

Whereas, the CITY and COUNTY entered into an Intergovernmental Agreement on November 14, 2006, regarding the construction, widening, and improvement of Randall Road from immediately north of Dean Street to immediately south of IL64. A true and correct copy of the IGA along with amendment No. 1 is attached hereto as Attachment “A” and incorporated by reference (collectively, “IGA”); and

Whereas, the IGA states the agreement cannot be modified except upon execution of a written amendment properly authorized and executed by the COUNTY and CITY (See: Attachment “A”, paragraph 21); and

Whereas, the CITY seeks an amendment to the IGA to provide 2202 W. MAIN STREET, LLC (“OWNER”), the owner of certain real estate adjacent to the northwest corner of the intersection of Randall Road and Illinois State Route 64, with access to southbound Randall Road near previous Access Point “K” (relocated 130 feet north of its previous location) as specifically identified in the IGA. (See: Attachment “A”, paragraph 3(K)); and

Whereas, the CITY and OWNER has requested a Right-In or Right-In/ Right-Out only access to south bound Randall Road near Access Point “K” for the purposes of future development of its property; and

Whereas, the Parties have determined that certain traffic control conditions and restrictions promulgated by KDOT for improvements near Access Point “K” are necessary for the safety of the motoring public, responsible transportation planning, and proper land use planning.

NOW THEREFORE, in consideration of the foregoing recitals and of other good and valuable consideration, the adequacy and sufficiency of which is hereby stipulated, the Parties covenant and agree as follows:

1. This Amendment is the second amendment to the IGA. All terms of the IGA shall remain in full force and effect other than those terms that are modified by the execution of this Amendment to the IGA. If there are any conflicts or inconsistencies between the terms and conditions of this Amendment and the IGA, the terms of this Amendment shall supersede and remain controlling with respect to the Parties.

2. Paragraph 3(K) of the IGA is replaced in its entirety with the following:

3(K). FORMER LONG JOHN SILVER ENTRANCE (ACCESS POINT K) ---- A former "T" Intersection with Randall Road that was removed as part of the Randall Road Project for safety purposes. This access point and intersection shall be reinstated approximately 130 feet north of its former location. The access provided at this location shall be a Right-In Only, or a Right-In/Right-Out Only access point, depending upon the completion of certain access and Randall Road improvements acceptable to the County Engineer for the proposed reinstated Access Point "K", as contemplated in Attachment "B" to this Amendment. The OWNER shall be solely responsible for all costs to include design, construction, and installation of all improvements contemplated near Access Point "K", including the construction of the improvements contemplated within a site plan and concept road improvements attached hereto as Attachment "B".

3. This amendment shall not be construed as a modification to the terms and conditions set forth within paragraph 4(D) of the IGA as set forth in Attachment "A". The approval of the proposed improvements contemplated near Access Point "K" for a Right-In/Right-Out Only access point, and any material changes to the south bound Randall Road traffic lanes shall remain subject to the approval of the Illinois Department of Transportation ("IDOT"). The County Engineer shall determine the specific access location and design of any and all related access improvements, as substantially depicted on Attachment "B". In the event IDOT requires additional road improvements as a result of the modified access contemplated in this Agreement, the Parties, and OWNER, shall work cooperatively, and in good faith to obtain IDOT's approval for the proposed improvements.
4. Pursuant to Kane County Ordinance 22-27, all "new development", as defined in the Kane County Road Impact Fee Ordinance requires the assessment of potential transportation impact fees due to the COUNTY and collected by the Kane County Division of Transportation. In conjunction with the COUNTY, and to promote the fair and uniform compliance with this program, the CITY agrees to provide written notice to all municipal building permit applicants of Kane County's Road Improvement Impact Fee Ordinance.
5. This Amendment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

Executed this ____ day of _____, 2025 in Geneva, Illinois.

COUNTY OF KANE

CITY OF ST. CHARLES

By: _____
Corinne M. Pierog
Chairman, Kane County Board

By: _____
Clint Hull
Mayor

Attest: _____
John A. Cunningham
County Clerk

Attest: _____
Nancy Garrison
City Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" Intergovernmental Agreement dated November 14, 2006 and
Amendment No. 1 to Intergovernmental Agreement

ATTACHMENT "B" Access Point "K" Conceptual Road Improvements

ATTACHMENT “A”

**Intergovernmental Agreement dated November 14, 2006 and
Amendment No. 1 to Intergovernmental Agreement**

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF ST. CHARLES AND THE COUNTY OF KANE
REGARDING ACCESS AND IMPROVEMENTS TO RANDALL ROAD
FROM IL64 TO DEAN STREET

This Agreement (hereinafter, the "Agreement") entered into this 14th day of November 2006, by and between the County of Kane, a body corporate and politic of the State of Illinois (hereinafter, the "COUNTY") and the City of St. Charles, a municipal corporation of the State of Illinois (hereinafter, the "CITY"). The COUNTY and the CITY are sometimes hereinafter collectively referred to as the "Parties" and individually as a "Party".

WITNESSETH

Whereas, the CITY and the COUNTY are authorized to agree and cooperate among themselves pursuant of the provisions of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act of the Illinois Compiled Statutes; and,

Whereas, the COUNTY has exclusive jurisdiction over Kane County Highway No. 34, also known as Randall Road; and,

Whereas, Illinois Compiled Statutes 605 ILCS 5/8-101 et. seq. authorize the COUNTY to designate certain highways within its jurisdiction as "freeways" and, when so designated, authorize the COUNTY to, among other things, control access with respect to such designated highways; and

Whereas, the COUNTY represents that it has designated, in conformance with law, Randall Road as a freeway on August 8, 1972, and has further represents that it has adopted, in conformance to law the Kane County Division of Transportation - Transportation Permit Regulations and Access Control Regulations (hereinafter, the "KDOT-TPR"); and

Whereas, the COUNTY has undertaken, commencing in 2006, the construction, widening and improvement of Randall Road from immediately north of Dean Street to immediately south of Oak Street, within the municipal limits of the CITY by constructing improvements including but not limited to additional lanes of through traffic, additional left and right-turn lanes at certain

existing and planned intersections, barrier medians and storm water management facilities, (hereinafter, the "Randall Road Project"); and,

Whereas, the properties located along the east and west sides of the section of Randall Road between Illinois State Route 64 on the South and Dean Street on the North, are within the corporate limits of the CITY (hereinafter, the "Subject Corridor") and is depicted in Exhibits "B1" and "B2" and, further, that some of these properties are being redeveloped, and the CITY desires the COUNTY to permit an access point that will be a Signalized Full Intersection approximately 1,200 feet north of Illinois Route 64 and to permit and retain certain other access points to Randall Road for the benefit of existing and future commercial and residential development in the Subject Corridor that is anticipated by the CITY; and,

Whereas, the COUNTY wishes to secure the support and cooperation of the CITY in the enforcement of the KDOT-TPR related to the control of access to that segment of Randall Road identified in the immediately preceding recital so as to facilitate and assure the safety of the motoring public and to facilitate the free flow of traffic now and in the future, and to otherwise permit the orderly development of property adjacent to the identified segment of Randall Road; and,

Whereas, the Parties have determined that, subject to the controls hereinafter set forth, the control of access to Randall Road as set forth in this Agreement is necessary for the safety of the motoring public, responsible transportation planning and proper land use planning; and,

Whereas, the Parties acknowledge and agree that, subject to the controls hereinafter set forth, the planning and improvements as described herein are and will be a benefit to the residents of the COUNTY and the CITY.

NOW THEREFORE, in consideration of the foregoing recitals and of other good and valuable consideration, the adequacy and sufficiency of which is hereby stipulated, the Parties hereto covenant and agree as follows:

1. The Parties acknowledge and agree that the recitals set forth above are hereby incorporated herein as substantive provisions of this Agreement. The Parties further acknowledge and agree that the "Definitions" that are attached hereto as Exhibit "C" are incorporated and shall define the terms of this Agreement.

2. The Parties agree that each shall, in the exercise of its respective planning jurisdiction, provide that all new development in the Subject Corridor shall provide for ingress to and egress from Randall Road in a manner consistent with the provisions of this Agreement and at the locations as generally depicted on Exhibit "A-3" which is attached hereto and made a part hereof.

3. The Parties agree that the location and nature of all access points to and from Randall Road within the Subject Corridor shall be as set forth herein and as generally illustrated on the conceptual plan attached hereto and incorporated herein as Exhibits "A1" and "A3". In the exercise of its authority over development, the CITY shall, to the extent permitted by law which shall not include the exercise of eminent domain or acting in a manner that may constitute an unlawful regulatory taking, (hereinafter "to the extent permitted by law") use its best efforts to secure the closure of access points other than those set forth herein and the elimination of those access points designated herein for elimination along the Subject Corridor and shall also, to the extent permitted by law, secure conveyance to the COUNTY in fee simple of additional right of way to facilitate planned future Randall Road improvements as contained in the COUNTY adopted Kane County 2030 Transportation Plan and the KDOT-TPR and the design and construction of any intersections at Access Points as hereinafter described. The COUNTY shall approve the Access Points and intersections described below and illustrated on Exhibits A1 through A3, provided, however, the design and construction of the intersections at said Access Points, including the design and construction of any additional appurtenances therefor shall be pursuant to permit issued by the COUNTY and in conformance with the KDOT-TPR except as may otherwise be modified by this Agreement. The exact location and final design of said access points shall be subject to the approval of the COUNTY in accordance with the KDOT-TPR, which approval shall not be unreasonably delayed or denied.

The following lettered subsections of this Section 3 correspond to the letters contained on Exhibits "A1-A3" attached hereto and incorporated herein:

- A. DEAN STREET (ACCESS POINT A)—A Full Signalized Intersection with Randall Road.

- B. SEIGLES NORTH ENTRANCE (ACCESS POINT B)—A "T" intersection with Randall Road. This intersection shall become a Right-In/Right-Out Only during or upon the completion of the Randall Road Project. This access point and intersection shall be eliminated upon the relocation of Access Point C as herein provided. However, the County Engineer, with the approval of the Kane County Board, may approve retaining a Right-In/Right-Out Only intersection or Right-Out Only intersection at Access Point B if, in the County Engineer's determination, the intersection does not negatively impact the safety of the motoring public and helps to improve overall traffic circulation in the redevelopment of the site.
- C. SEIGLES SOUTH ENTRANCE (ACCESS POINT C)—A "T" Intersection with Randall Road. This intersection shall become a temporary Right-In/Right-Out Only during or upon the completion of the Randall Road Project. This temporary Right-In/Right-Out Only shall be permitted to be closed and subsequently relocated to a point approximately 1,190 feet north of IL 64 subject to terms of this Agreement relative to access on the east side of Randall Road. When the relocation of Access Point C is complete, a Signalized Full Intersection (a public or private roadway on the east approach) with Randall Road is planned (See Access Point E). At the point in time the Full Intersection is opened to traffic on the east approach the Right-In/Right-Out Only Intersection and Access Point B shall be eliminated unless otherwise determined by the County Engineer and the Kane County Board as stated in paragraph B above.
- D. FORMER EUCLID BEVERAGE ENTRANCE (ACCESS POINT D)—A "T" intersection with Randall Road. This intersection shall become a Right-In/Right-Out Only during or upon the completion of the Randall Road Project. This access point and intersection shall be eliminated upon the construction of Access Point C to the Euclid site. The County Engineer may approve retaining a temporary Right-In/Right-Out Only intersection, Right-In Only intersection or Right-Out Only intersection at Access Point D if, in the County Engineer's determination, the intersection does not impact the safety of the motoring public and helps to maintain adequate traffic circulation for the existing building on the Euclid site. At such time the Euclid site is redeveloped, ingress and egress shall be from Access Point C.

- E. FORMER PAYLINE WEST ENTRANCE (ACCESS POINT E)—A “T” Intersection with Randall Road. This intersection shall be relocated to approximately 1,190 feet north of IL 64 and shall become a temporary Right-In/Right-Out Only during or upon the completion of the Randall Road Project. The temporary Right-In/Right-Out Only shall be relocated and reconstructed as a Signalized Full Intersection (as shown on Exhibit “A-3”; Woodward Drive on its west approach) with Randall Road.
- F. X-SPORT FITNESS ENTRANCE (ACCESS POINT F)—A “T” Intersection with Randall Road. This intersection shall become a Right-In/Right-Out Only during or upon the completion of the Randall Road Project.
- G. CITY WATER WELL ENTRANCE (ACCESS POINT G)—A “T” Intersection with Randall Road. This intersection shall become a Right-In/Right-Out Only during or upon the completion of the Randall Road Project to permit emergency or periodic uses by the City or their contractors for purposes of City well maintenance.
- H. FORMER BUS YARD ENTRANCE (ACCESS POINT H)—A “T” Intersection with Randall Road. This access point and intersection shall be relocated to approximately 630 feet north of IL 64 and become a Right-In/Right-Out Only during or upon the completion of the Randall Road Project.
- I. FORMER HINES ENTRANCE (ACCESS POINT I)—A “T” Intersection with Randall Road. This intersection shall become a Right-In/Right-Out Only during or upon the completion of the Randall Road Project.
- J. AUTO REPAIR ENTRANCE (ACCESS POINT J)—A “T” Intersection with Randall Road. This intersection shall become a Right-In/Right-Out Only during or upon the completion of the Randall Road Project. At any time in the future, in the event that ingress and egress becomes available from another County approved access point, Access Point J will be eliminated.
- K. FORMER LONG JOHN SILVER ENTRANCE (ACCESS POINT K)—A “T” Intersection with Randall Road. This access point and intersection shall be eliminated with the Randall Road Project.

L. FOX VALLEY TIRE (ACCESS POINT L)—A "T" Intersection with Randall Road. This intersection shall become a Right-In/Right-Out Only during or upon the completion of the Randall Road Project. At any time in the future, in the event that ingress and egress becomes available from another County approved access point, Access Point L will be eliminated.

4. Internal Circulation. The Parties agree that it is necessary and desirable to provide a system of public streets and/or cross access easements in conjunction with the development of property adjacent to Randall Road within the Subject Corridor so as to avoid burdening Randall Road and other arterial streets with the internal traffic movements of said development. The location of the intersections of access roads with Randall Road and the respective throat lengths of those access roads shall be generally as illustrated on the conceptual plans attached hereto as Exhibits "B1" and "B2". Nonetheless, the throat lengths of those Access Roads shall be adequate in length to minimize negative impacts to Randall Road. The Parties agree to cooperatively review any new development which would impact the Randall Road and Woodward Drive Intersection (Access Point E).

A. The CITY intends to make the future access road and access road extensions and connections as generally depicted in Exhibits "B1" and "B2". The timing of these extensions and connections and the CITY's ability to accomplish the same are dependent upon the future development of property adjacent to the proposed road extensions and connections. Other than as provided for herein, the CITY makes no representations or warranties with respect to when the extensions and connections will be constructed. To the extent permitted by law, the CITY agrees to use its best efforts in the exercise of its authority over development entitlements and approvals to require that the owner(s)/developer(s) of property contiguous to and within the Subject Corridor of Randall Road provide the Access Roads, and Access Road extensions and connections and/or cross access easements as depicted and illustrated on the conceptual plans attached as Exhibit "B1" and "B2".

B. To the extent permitted by, the CITY agrees to use its best efforts in the exercise of its authority over development entitlements and approvals to require owner(s)/developer(s) of property contiguous to and within the Subject Corridor of Randall Road to construct and dedicate the Access Roads as generally illustrated on the conceptual plan attached as Exhibits "B1" and "B2" and detailed as follows:

i) Woodward Drive Extension West of Randall.

As a condition of the development of the property adjoining, and extending approximately 500 feet west of the centerline of Randall Road, the CITY shall require the dedication and construction Woodward Drive for a distance approximately 500 feet west of the centerline of Randall Road tying into Woodward Drive (a subdivision requirement of Pine Ridge Park Subdivision) and intersecting with Illinois State Route 64 via Oak Street, conforming generally with Exhibit "B-1" and with all requirements of the St. Charles Municipal Code for residential collector streets, or similar standards.

ii) Future Woodward Drive Extension.

As a condition of the development of property referred to as the Cardinal Site on Exhibit "B-1" which is generally located more than 2,600 feet west of the centerline of Randall Road, between Pine Ridge Park and Remington Glen Subdivision (hereinafter referred to as the "Cardinal Property"), the CITY shall require the dedication and construction of the "Future Woodward Drive Extension" as a continuous roadway between the Woodward Drive Extension and Peck Road. The Future Woodward Drive Extension shall include an 80 feet wide right of way and shall further consist of all improvements, and shall be designed to conform to all requirements, of the St. Charles Municipal Code for residential collector streets, or similar standards.

iii) Public or Private Roadway Extension to Dean Street & IL 64.

As a condition of the redevelopment of the property adjoining, and extending approximately 1,100 feet east of the centerline of Randall Road the CITY shall require the dedication or provision for cross access easements and construction of Access Roads as generally shown on Exhibit "B-2" which shall include connections to Illinois State Route 64 and Dean Street. The public/private roadway shall be at least 26 feet wide and conform to the St. Charles Municipal Code for residential streets or greater as a function of the proposed use.

- C. The CITY and/or the property owner(s) shall maintain said access road(s), including upkeep of roadway striping, signage, and pavement necessary to keep said access roads open and available for convenient and continuous public use.

D. As a condition to the issuance of a permit, the COUNTY shall require all intersection improvements to be provided for in accordance with the KDOT-TPR at any of the proposed Access Points identified in Paragraph 3 hereof. The COUNTY shall determine the specific location and design of any improvements. These improvements may include, but are not necessarily limited to:

- i. Improvements: Additional or new travel lanes, shoulders, and storm water drainage systems, including right of way necessary therefor.
- ii. Auxiliary lanes: Right-and left-turn lanes, channelization and center medians.
- iii. Traffic Control Devices: Signalization, traffic signal interconnect or coordination systems, signage and pavement marking, including right of way necessary therefor.
- iv. Roadway lighting including intersection lighting.
- v. Barrier Medians.
- vi. Bike Paths, including right of way necessary therefor.
- vii. Storm Water Detention Facilities, including right of way necessary therefor.

To the extent permitted by law, the CITY agrees to use its best efforts in the exercise of its authority over development entitlements and approvals to require owner(s)/developer(s) of property contiguous to and within the Subject Corridor of Randall Road to construct and dedicate the access improvements consistent with the KDOT-TPR.

5. The Randall Road Project includes improvements that benefit both the CITY and COUNTY. The CITY agrees to contribute \$1,470,000 toward that part of the Randall Road Project within the Subject Corridor. The CITY's contribution is in consideration of the expenses incurred by the COUNTY for the planning and constructing the Randall Road Project, including improvements that will facilitate access to existing and future development within the Subject Corridor contiguous to Randall Road. The City shall pay the County; (i) \$490,000.00 within 30 days of the issuance of the permit for the construction of an intersection at Access Point E, (ii) \$490,000.00 within thirty days after the opening to the public of the Intersection at Access Point E and (iii) \$490,000.00 within two (2) years of the opening of the Intersection at Access Point E to the public.

6. The COUNTY agrees to work with the CITY and the property owner(s)/develop(s) within the Subject Corridor contiguous to Randall Road to incorporate, where possible and appropriate, changes to the Randall Road Project to assist with facilitating the relocation of access points C, E, and H and the construction of improvements needed to safely and efficiently accommodate proposed development. Such improvements may include the abandonment and subsequent relocation of access points C and E and H and the construction of traffic signals proposed at the future Woodward Drive intersection. The Parties anticipate that any and all such improvements and related costs will be at the expense of the property owner(s)/developer(s) requesting such improvements.
7. All access points on Randall Road within the Subject Corridor contiguous to Randall Road shall be subject to the review and approval of the COUNTY. Access points will be permitted in accordance with this Agreement and the KDOT-TPR and any other applicable regulations and design standards. If, however, there is a conflict between said KDOT-TPR and this Agreement, the terms of this Agreement shall control. Pursuant to 765 ILCS 205/2 et. seq. and 605 ILCS 5/8-102, the CITY shall obtain written approval or plat approval from the COUNTY, whenever any property within the Subject Corridor is proposed to be developed with any ingress to and egress from Randall Road, Access Road, and Access Road extension or connection, to ensure that the proposed intersection design and Randall Road intersection improvements are acceptable to the COUNTY.
8. The COUNTY shall own, operate and maintain the roadway lighting, future traffic signals and signal interconnect systems, and emergency vehicle preemption system within the right-of-way of Randall Road. The CITY shall pay the cost to energize and maintain such roadway lighting, future traffic signals and signal interconnect systems, and emergency vehicle preemption system within the Subject Corridor of Randall Road. This obligation shall be deemed to include all costs associated with the operation and maintenance of said signals, signal interconnect, and preemption systems and street lighting and approach lighting including, but not limited to, the lamps, brackets, poles, cable, and special equipment for Randall Road, Dean Street, Route 64 and Access Points C and E as part of the Randall Road Project. "Maintenance" is defined as the periodical replacement of the elements listed herein which have failed due to normal use and operation or due to accidental damage. The CITY is not required to replace any part or parts of the lighting system that warrant replacement due to changes in the COUNTY's lighting policy or due to roadway widening or other projects initiated or approved by the COUNTY. The CITY is

not responsible for replacement of part or parts of the system due to damage caused by utility companies, public bodies or other entities using the Randall Road right-of-way for approved purposes. In the event that any reimbursable costs are billed to and paid by the COUNTY, the CITY shall reimburse the COUNTY within forty-five (45) days of the receipt of an invoice for the CITY's share of the actual costs incurred.

9. Upon (i) receipt of all necessary right of way, storm water detention, a complete permit application and, (ii) the review and subsequent approval thereof by the County Engineer, the COUNTY agrees to grant a permit for widening Randall Road, traffic signals and other related improvements for the intersection of Randall Road and Woodward Drive (Access Points "C" & "E"). The permit will allow for a signal to be installed in conjunction with the construction of the westerly leg of future Woodward Drive at Randall Road. The CITY or the property owner(s)/developer(s) shall be responsible for the cost of design, constructing and installing said intersection improvements. The goal of the Parties is to construct the entire Signalized Full Intersection at Woodward Drive and Randall Road as one project. However, the Parties contemplate that the construction of the Full Signalized Intersection of Woodward Drive may be phased over time and shall be initially accomplished by the permitting and construction of the west leg of the intersection of Woodward Drive and Randall Road (that portion of the intersection west of the centerline of Randall Road) first. In the event that the phased approach to the intersection construction for Woodward Drive and Randall Road is utilized, then the right of way and storm water detention requirements necessary for only that phase of the intersection to be constructed will be required by the COUNTY.

10. At the completion of the Randall Road Project, a storm water management facility shall have been constructed by the COUNTY along the west side of Randall Road immediately south of the Union Pacific Railroad tracks as illustrated on the conceptual plan attached as Exhibits "A2" and "A3". This facility currently has the storm water capacity of 11 acre feet (ac-ft) and services the needs of the Randall Road Project as defined by the COUNTY's Storm Water Ordinance. The CITY and COUNTY agree that the storm water detention facility has the ability to be expanded to a capacity of 16.6 ac-ft. The COUNTY will permit the CITY or their agents, subject to the conditions of the existing easement therefor, to construct the incremental additional capacity up to 5.6 ac-ft in the future. This construction of incremental additional capacity shall take place if adjacent development desires to manage storm water with a facility at the location of the afore described storm

water management facility. The COUNTY agrees to permit adjacent development to utilize up to but not to exceed 4 ac-ft of the incremental additional capacity. The COUNTY and CITY agree that 1.6 ac-ft is required and reserved exclusively to the COUNTY for the future expansion of Randall Road as contained in the COUNTY adopted Kane County 2030 Transportation Plan in accordance with the current County of Kane Storm Water Ordinance. Specific conditions related to the 5.6 ac-ft incremental additional capacity are as follows:

- i. The CITY or their agents will agree to build the 1.6 ac-ft of additional capacity for the future expansion of Randall Road as referenced herein above with the first event of construction activity to enlarge the aforesaid storm water management facility. The costs for enlarging the storm water management facility including design and construction engineering, construction and landscaping will be a CITY expense.
 - ii. The COUNTY shall review and approve the design for the storm water facility. The COUNTY's approval shall not unreasonably be withheld.
 - iii. The CITY agrees to maintain the storm water detention facility at its sole cost and expense.
11. The Parties agree to cooperate during the development review process for development of property within the Subject Corridor. The CITY shall solicit the COUNTY's review and comment prior to any development approval including but not limited to annexation, subdivision, zoning, or land use changes. The CITY agrees to solicit the COUNTY's advice on transportation, right of way, storm water, detention, and traffic issues for any annexation agreement covering property within the Subject Corridor which is contiguous to Randall Road. To the extent permitted by law, the CITY agrees to use its best efforts in the exercise of its authority over development entitlements and approvals to cause to be provided in the name of the County of Kane additional right of way and storm water detention to accommodate current and future projected Randall Road widening as set forth in the Kane County 2030 Transportation Plan and the KDOT-TPR at no cost to the Parties.. In the event that the CITY fails to provide the additional right of way and/or storm water detention, for the intersection(s) at Access Point C and/or at Access Point E, the COUNTY shall not approve or otherwise permit an intersection at either of the aforesaid access

point(s) for which right of way and storm water detention has not been provided by the CITY unless otherwise provided for in this Agreement.

12. In the exercise of its authority over development entitlements, the CITY will use its best efforts to provide, or cause to be provided, utility easements located outside the present or planned future right of way of Randall Road unless otherwise agreed to by the County Engineer. All utilities located within the right of way of Randall Road shall require a permit from the COUNTY. The Parties acknowledge and agree that the COUNTY shall have no obligation to place any utilities in its right of way, but will work with the CITY to reasonably accommodate utility placement in COUNTY right-of-way where necessary.
13. Except as otherwise provided herein, the Parties agree that Access Roads intersecting Randall Road should provide a minimum distance (the throat) between Randall Road and any other intersecting Access Roads of five hundred feet (500') or the minimum throat length as provided in the KDOT-TPR or any lesser distance as may be approved by the County Engineer.
14. The Randall Road Project includes a landscape barrier median in certain locations. The Parties agree that the CITY may, in the future, develop a plan to modify the median landscape as included in the Randall Road Project. Any costs for the design, construction and maintenance of the median landscaping shall be the sole responsibility of the CITY.
15. The CITY shall indemnify, defend, and save harmless as herein provided, the COUNTY, its officers, agents, officials, servants, and employees from any and all liability, claims, manner of actions, cause, and causes of action, suits, sums of money, covenants, controversies, agreements, promises, damages, judgments, claims, and demands, whatsoever, in law or in equity, and particularly and without limiting the generality of the foregoing any and all personal injuries, property damage or death, including claims for indemnity or contribution, attorneys' fees, and litigation expenses all and in any case or manner arising out of, caused by, or in consequence of the negligence of the CITY, and/or their employees, officers, agents, or servants, or out of, caused by, or in consequence of and relating in any manner to the CITY's design, construction, and maintenance of any landscaped median within the right-of-way of Randall Road.

16. Nothing in this Agreement shall be construed to require either Party to exercise the power of eminent domain or to take any action which either Party reasonably believes constitutes an unlawful regulatory taking under the law. Nothing in this Agreement shall be construed to authorize the COUNTY to exercise any zoning, subdivision, or other land use or building authority with respect to property located within, or which, pursuant to the terms of any annexation agreement, is proposed for inclusion within, the corporate limits of the CITY. Nothing in this Agreement shall be construed to authorize the CITY to exercise any authority conferred by law upon the COUNTY. Nothing in this Agreement shall be construed to require either Party to mandate any action by a third party that is not permitted by law.
17. The Parties acknowledge and agree that Exhibits B1 and B2 are a conceptual plan intended to demonstrate an intention by the Parties that the property as depicted thereon shall be improved with a system of access roads, and cross access easements which will serve the purpose of dispersing traffic in a manner which will serve to reduce traffic loads on Randall Road. The COUNTY acknowledges that the actual development of the property might require the location of access, roads and cross access easements in places other than those depicted on Exhibits "B1" and "B2". Provided that the CITY's processing and approval of any development proposal covering the property contiguous to Randall Road within the Subject Corridor is coordinated with the COUNTY as required by Paragraph 11 hereof, and provided such development proposal makes reasonable provision for access roads and cross access easements intended to serve the same planning purposes stated herein, such substitute access road, and cross access easements will not be deemed to violate this Agreement.
18. This Agreement shall be in full force and effect for a period of 20 years from and after the date first stated above. Notwithstanding the foregoing, and assuming that the COUNTY has received complete and correct applications for permit approvals for the Access Points C (relocated) and E, as described in Paragraph 3 hereof, and assuming that the County Engineer has approved said complete and correct permit applications, should the COUNTY fail to issue such permits within the first forty eight (48) months of the term of this Agreement, the CITY shall have the unconditional right to terminate this Agreement.
19. In the event that any future development occurs on property contiguous to the Subject Corridor as heretofore identified on Exhibits – and/or with respect to any future

development along any access road within the Subject Corridor which intersects with Randall Road (i.e. Woodward Avenue) that generates vehicular traffic that meets or exceeds warrants for any additional improvement(s) to said intersection(s) or that, in the opinion of the County Engineer, degrade the operation of the intersection(s) and consequently the operation of Randall Road, then the CITY acknowledges that the COUNTY may at its sole option control and restrict to any extent, any intersection within the Subject Corridor until such time that the operational level of the intersection(s) is improved to the satisfaction of the County Engineer.

20. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

21. This Agreement may not be modified, amended or otherwise altered except upon the execution of a written amendment thereto properly authorized and executed by each of the Parties hereto.

Executed this 1st day of ^{December} November, 2006, at Geneva, Illinois.

COUNTY OF KANE

By: Karen McComan

County Board Chairman

Attest: [Signature]

County Clerk



CITY OF ST. CHARLES



By: [Signature]

Mayor

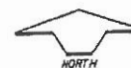
Attest: [Signature]

City



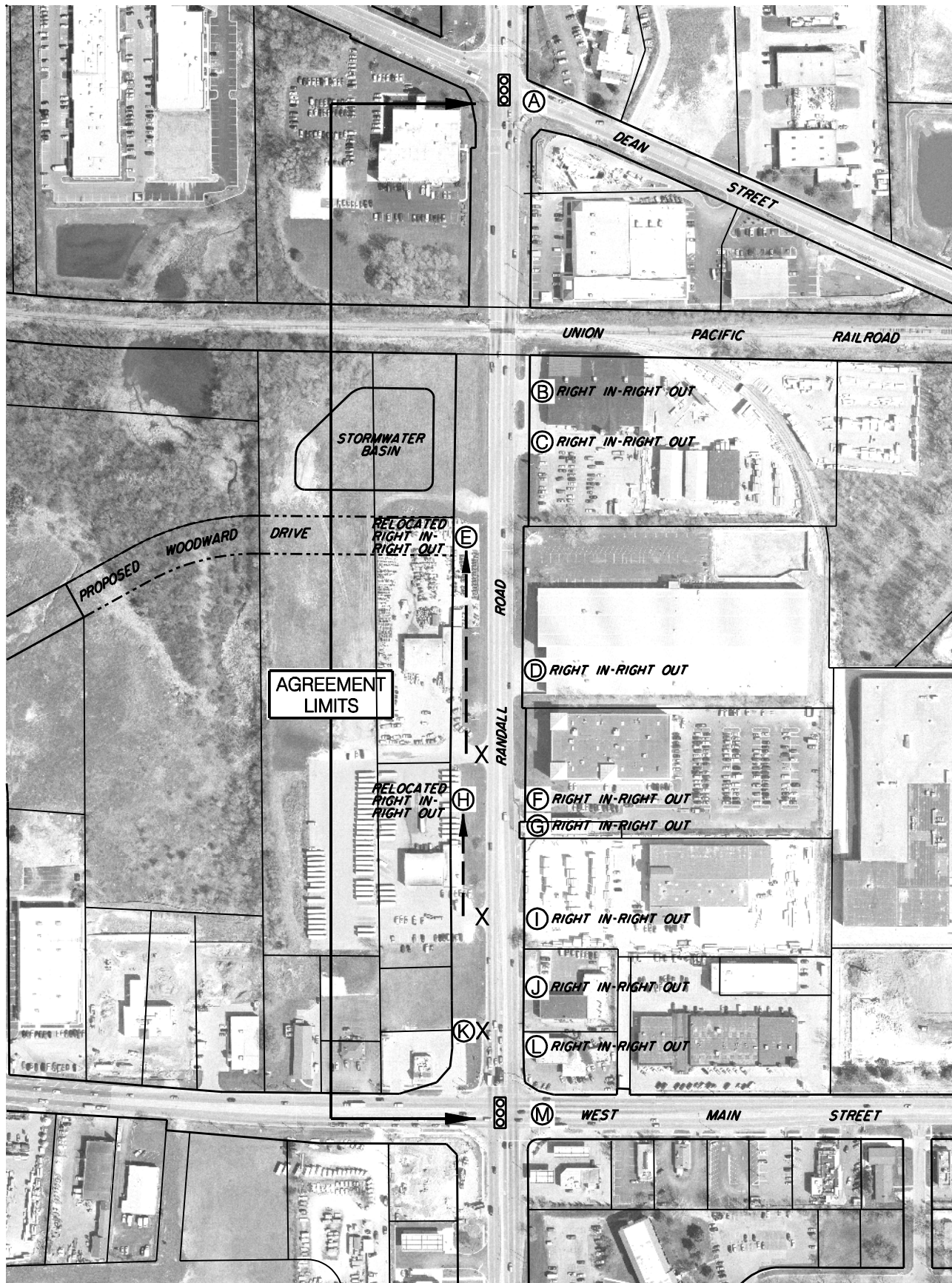
- LEGEND**
- | | |
|---|---|
|  EXISTING TRAFFIC SIGNAL |  ACCESS POINT |
|  PROPOSED TRAFFIC SIGNAL |  REMOVE ACCESS POINT |

RANDALL ROAD IGA EXISTING CONDITIONS



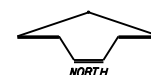
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Date: September 22, 2006
Aerial: Spring 2004
File: Randall-IGA-3.dgn

EXHIBIT A-1



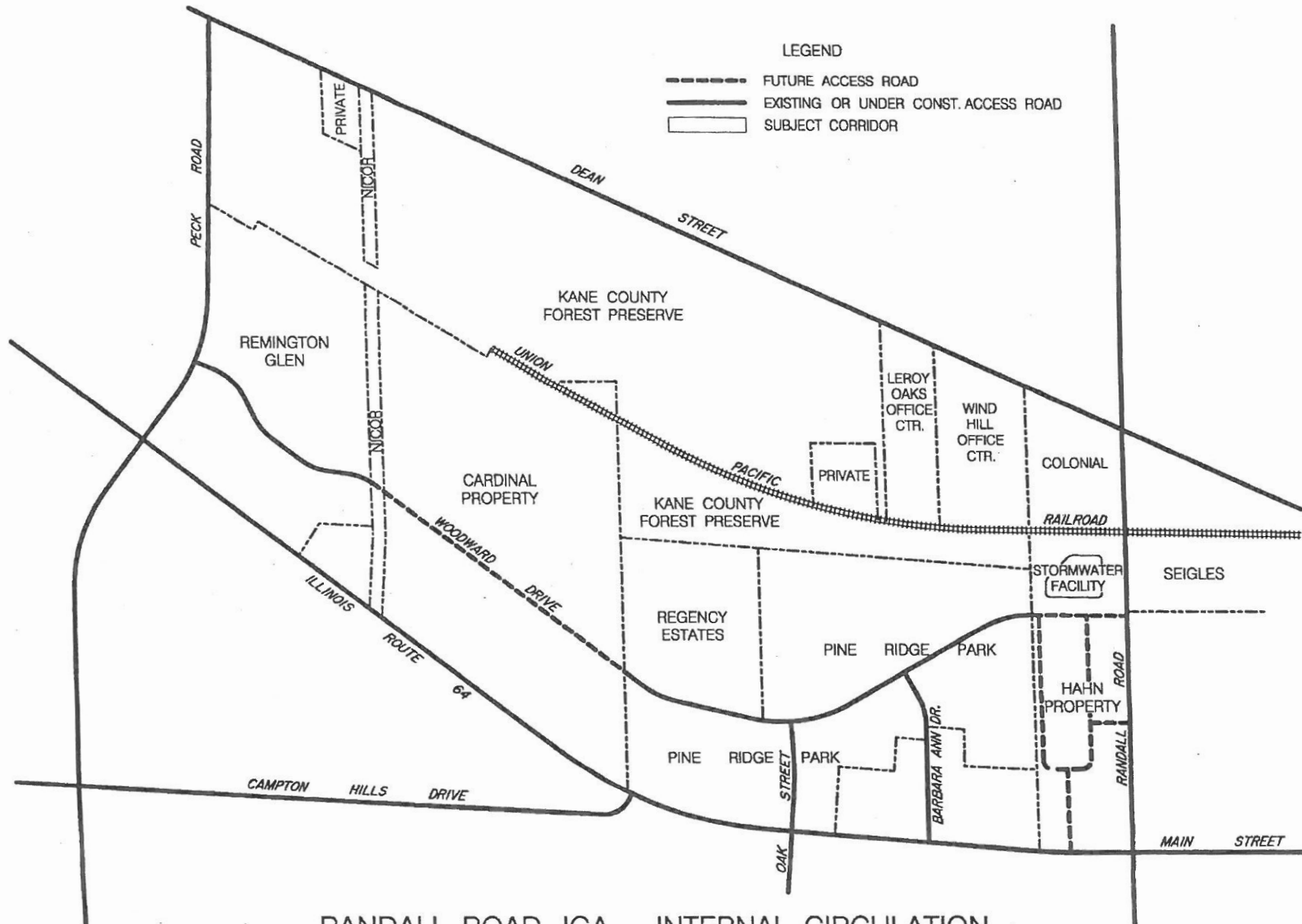
- LEGEND**
- EXISTING TRAFFIC SIGNAL
- PROPOSED TRAFFIC SIGNAL
- ACCESS POINT
- REMOVE ACCESS POINT

RANDALL ROAD IGA INTERIM CONDITIONS



Scale: 1"=300'
Date: July 20, 2006
Aerial: Spring 2004
File: Randall-IGA-4.dgn

Year	Percentage of Population Aged 65 and Over
1950	7%
1960	8%
1970	9%
1980	10%
1990	11%
2000	12%
2010	13%
2020	14%
2030	15%
2040	16%
2050	18%



RANDALL ROAD IGA – INTERNAL CIRCULATION
WEST SIDE
EXHIBIT "B-1"



Scale: 1"=700'
Date: September 22, 2006
File: Randall-IGA-7.dgn

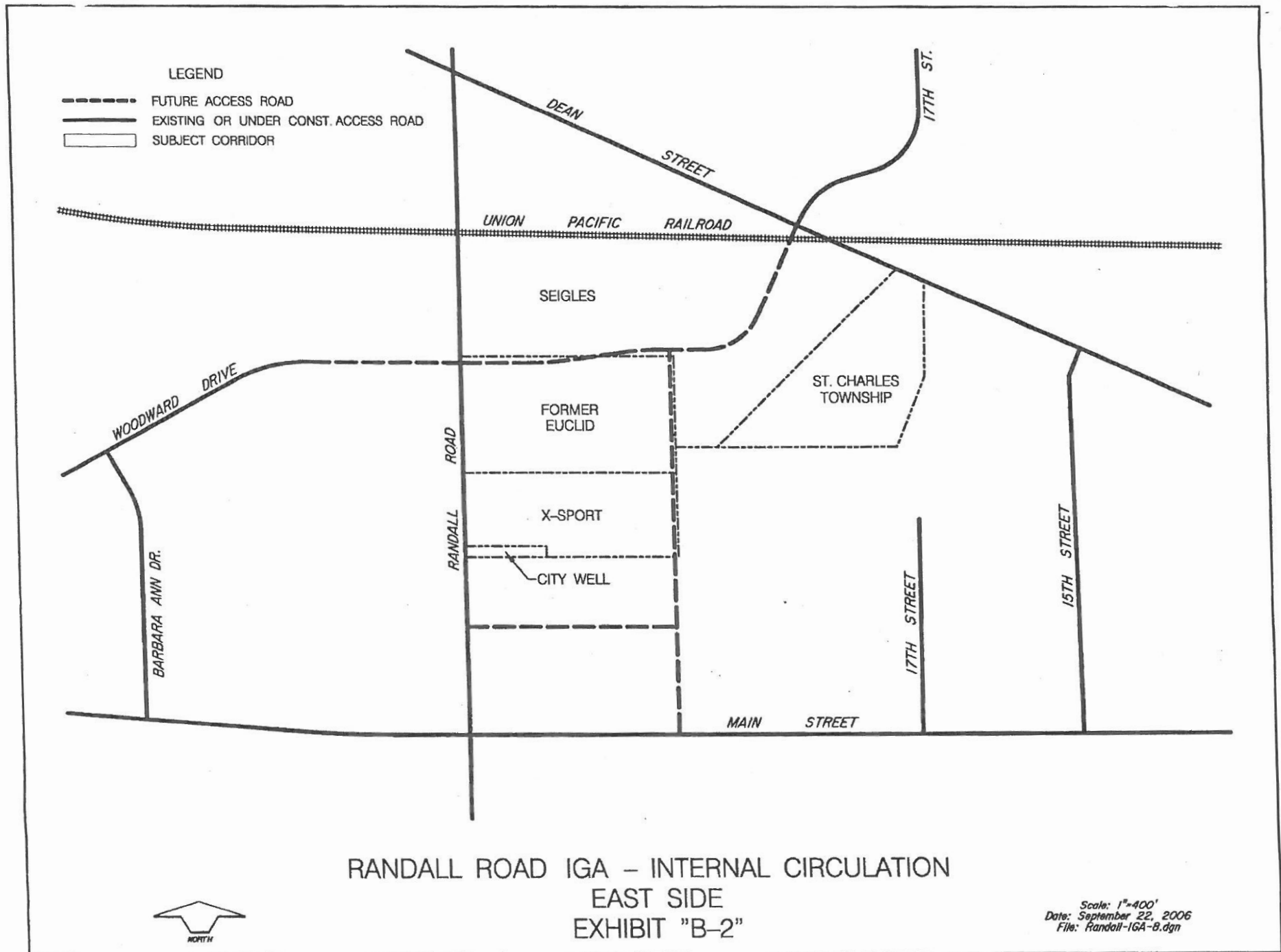


EXHIBIT "C"

DEFINITIONS

Access, n.: The right of an owner of property immediately adjacent to a highway to ingress to and egress from said property by way of the immediately adjoining highway.

Access Point n.: The permitted location along a highway where ingress to and egress from a property immediately adjoining the highway is allowed. The location of an access point is governed by the Kane County Division of Transportation, Permit Regulations (hereinafter "KDOT-PR") unless otherwise agreed to in writing by the County of Kane.

Access Regulation n.: Various measures utilized by the County of Kane, intended to regulate or control access, including, but not necessarily limited to control, restriction or elimination of an Intersection at an Access Point pursuant to the police power or by other appropriate means of the County of Kane. (See also: KDOT-PR).

Access Road, n.: See also Internal Access Road. A highway or private road that directly connects to an Access Point. That portion of a highway that connects to an Access Point is sometimes referred to as a leg of an Intersection.

Auxiliary Lanes, n.: Lanes, other than through lanes, of the traveled portion of a highway such as dedicated left turn lanes, right hand turn lanes or deceleration lanes.

County Highway, n.: a highway under the exclusive jurisdiction of the County of Kane. "County Highway" may include a highway under the exclusive jurisdiction of the County of Kane for which maintenance or other responsibilities are performed by another unit of government pursuant to an intergovernmental agreement with the County of Kane.

County Engineer, n: the Kane County Engineer.

Cross Access Easement, n.: An easement, granted by the owners of property adjacent to a highway, to the public for highway purposes. Cross access easements are intended to serve as locations for internal access roads or access roads to connect properties adjacent to the highway to an access point.

Detention, n.: A dry bottom earthen depression in the ground utilized for the temporary storage and controlled discharge of storm water.

Development, n.: any change or conversion in any use of real property that causes or otherwise requires, due to any increase in the amount of vehicular traffic either entering and/or leaving the real property, the laying out, provision of construction of any new means or the enlarging or extending any existing means of ingress and egress at a new or existing Access Point to or from a County Highway. Development includes "re-development" and the improvement of vacant land.

Highway, n.: A general term for denoting a public way for purposes of the travel of vehicular traffic including the entire area within the right of way thereof and any associated appurtenance therefor. "Highway" includes a City of St. Charles street or a township road.

Internal Access Road, n.: A highway servient to and which runs generally parallel with a dominant County highway and is sometimes referred to as a "frontage road" or a "local service drive" as defined by the Illinois Highway Code (605 ILCS 5/8-105). An internal access road is intended to collect traffic generated from properties adjacent to the frontage road to convey the traffic to an Access Road and an Access Point on a County or other highway.

Intersection, n.: The area within the right of way of two different highways, access roads, internal access roads, private roads, alleys, driveways within which vehicles traveling on the traveled portion of each highway come into conflict with one another. The junction of a private alley or a private driveway with a highway may for purposes of this Agreement constitute an intersection. Intersection includes:

- A. **Full Intersection, n.:** An Intersection of two highways that has four intersecting legs which allows traffic certain traffic movements to and from each leg of the intersection to any other leg of the intersection.
- B. **Right In/Right Out Only, n.:** A "T" Intersection where the movement of traffic is limited to the following movements only: (i) through movements on the horizontal legs of the "T", (ii) a right hand turning movement only from the left horizontal leg of the "T" to the vertical leg of the "T" and, (iii) a right hand turning movement only from the vertical leg of the "T" to the right hand leg of the "T". No left hand turns are permitted on a right in/right out only intersection.
- C. **Right In Only, n.:** An intersection where the movement of traffic on a County Highway is limited to only a right hand turning movement from the County Highway into property adjacent to a County Highway.
- D. **Right Out Only, n.:**
- E. **Signalized Intersection, n.:** An intersection that utilizes signalization, such as a Signalized Full Intersection or a Signalized "T" Intersection.
- F. **"T" Intersection, n.:** An intersection of two highways or the intersection of a highway and an access road, internal access road, private drive or alley that has only three intersecting legs which allows traffic movements to and from each leg of the intersection to any other leg of the intersection. As its name implies this intersection appears as various forms of the letter "T".

Intersection Lighting, n.: Overhead electric lighting at an Intersection intended to illuminate the pavement surface of the Intersection as may be required by the County Engineer of Kane County or the KDOT-TPR.

KDOT-PR, n.: The Kane County Division of Transportation, Permit Regulations as amended from time to time and duly authorized by the Kane County Board.

MUTCD, n.: The most recent addition of the Manual of Uniform Traffic Control Devices.

Owner(s)/developer(s), n., An owner or any other person or entity having any interest in real estate.

Planning Jurisdiction, n.: The area described in the Illinois Compiled Statutes by 65 ILCS 5-11-12-5 through 65 ILCS 5-11-12-6 of the Municipal Code over which the City of St. Charles has planning authority.

Private Road, n.: A way for the purpose of travel of vehicular traffic including the entire area within the right of way thereof and any associated appurtenance therefor that is not intended for use by the general public, or alternatively, not under the jurisdiction of a unit of government.

Property Adjacent to Randall Road, n.: Real estate that is contiguous to the right of way of Randall Road and/or any other real estate that desires ingress to and egress from Randall Road.

Retention, n.: A wet bottom earthen depression in the ground utilized for the temporary and or permanent storage and controlled discharge of storm water.

Roadway Lighting, n.: Overhead electric lighting adjacent to a highway intended to illuminate the pavement surface and surrounding area as may be required by the County Engineer of Kane County.

Signalization, n.: Electronic traffic control devices also referred to as: traffic lights, traffic control devices, stop and go lights or traffic control signals, intended for the regulation of vehicular and pedestrian traffic at an Intersection where such devices on different legs of the same intersection alternately direct traffic to stop and to proceed. Signalization is designed, constructed operated and maintained to the satisfaction of the County Engineer of Kane County.

Signal Interconnect System, n.: An electronic system designed and intended to electronically connect signalization at various Intersections into a continuous series for the intended purpose of coordinating the movement of traffic through the various signalized intersections. Signal interconnect systems are designed, constructed, operated and maintained to the satisfaction of the County Engineer of Kane County.

Throat, n.: The area of a highway, access road, internal access road, leg of an Intersection, private road, alley or driveway where the Intersection with any of the same is not permitted.

**AMENDMENT NO. 1
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF ST. CHARLES AND THE COUNTY OF KANE
REGARDING ACCESS AND IMPROVEMENTS TO RANDALL ROAD
FROM IL64 TO DEAN STREET**

This Amendment No. 1 to the Intergovernmental Agreement Between the City of St. Charles and the County of Kane Regarding Access and Improvements to Randall Road from IL 64 to Dean Street, (hereinafter referred to as "AMENDMENT NO. 1"), is made and entered into as of this 7th day of May, 2018 by and between the City of St. Charles, a municipal corporation of the State of Illinois, hereinafter referred to as "CITY", and the County of Kane, a body corporate and politic of the State of Illinois, hereinafter referred to as "COUNTY." The COUNTY and the CITY are sometimes collectively referred to as the "PARTIES" and each individually as a "PARTY".

WITNESSETH

WHEREAS, the CITY and COUNTY entered into an Agreement executed by the PARTIES on December 1, 2006 titled: Intergovernmental Agreement Between the City of St. Charles and the County of Kane Regarding Access and Improvements to Randall Road from IL64 to Dean Street, (hereinafter referred to as "the AGREEMENT"); and

WHEREAS, at the request of the CITY, the CITY and COUNTY desire to amend various provisions of the AGREEMENT to modify the payment schedule for funds owed by the CITY to the COUNTY in relation to the improvement of Randall Road.

NOW, THEREFORE, in consideration of the mutual covenants contain herein, and for other good and valuable consideration the sufficiency of which is agreed to by the PARTIES hereto, both the COUNTY and the CITY mutually covenant, agree and bind themselves as follows, to wit:

1. Section 5 of the AGREEMENT is hereby amended in its entirety and shall read as follows:
5. The Randall Road Project includes improvements that benefit both the CITY and COUNTY. The CITY agrees to contribute \$1,470,000 toward that part of the Randall Road Project within the Subject Corridor. The CITY's contribution is in consideration of the expenses incurred by the COUNTY for the planning and constructing the Randall Road Project, including improvements that will facilitate access to existing and future development within the Subject Corridor contiguous to Randall Road. The City shall pay the County; (i) \$490,000.00 within one (1) year of the issuance of the permit for the construction of an intersection at Access Point E, (ii) \$490,000.00 within one (1) year after the opening to the public of the Intersection at Access Point E and (iii) \$490,000.00 within three (3) years of the opening of the Intersection at Access Point E to the public. Notwithstanding any term of years otherwise provided

in Section 20 hereof, the CITY's obligations pursuant to the provisions of this Section 5 shall survive the term of this Agreement.

2. Section 18 of the AGREEMENT is hereby amended in its entirety and shall read as follows:


18. This Agreement shall be in full force and effect for a period of 20 years from after the date of this AMENDMENT NO. 1. Notwithstanding the foregoing, and assuming that the COUNTY has received complete and correct applications for permit approvals for the Access Points C (relocated) and E, as described in Paragraph 3 hereof, and assuming that the County Engineer has approved said complete and correct applications, should the COUNTY fail to issue such permits within the first forty eight (48) months after the approval of the permit applications, the CITY shall have the unconditional right to terminate this Agreement.

Except as expressly provided in this AMENDMENT NO. 1, all other terms, conditions and provisions of the AGREEMENT shall continue in full force and effect as provided therein.

IN WITNESS WHEREOF, the CITY and COUNTY have entered into this AMENDMENT NO. 1 effective as of the date first set forth above.

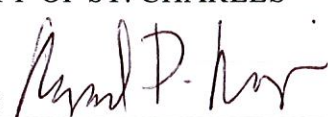
COUNTY OF KANE

By: _____


Chris Lauzen
Chair, County Board
Kane County, Illinois


CITY OF ST. CHARLES

By: _____


Raymond P. Rogina
Mayor, City of St. Charles

ATTEST:

By: _____

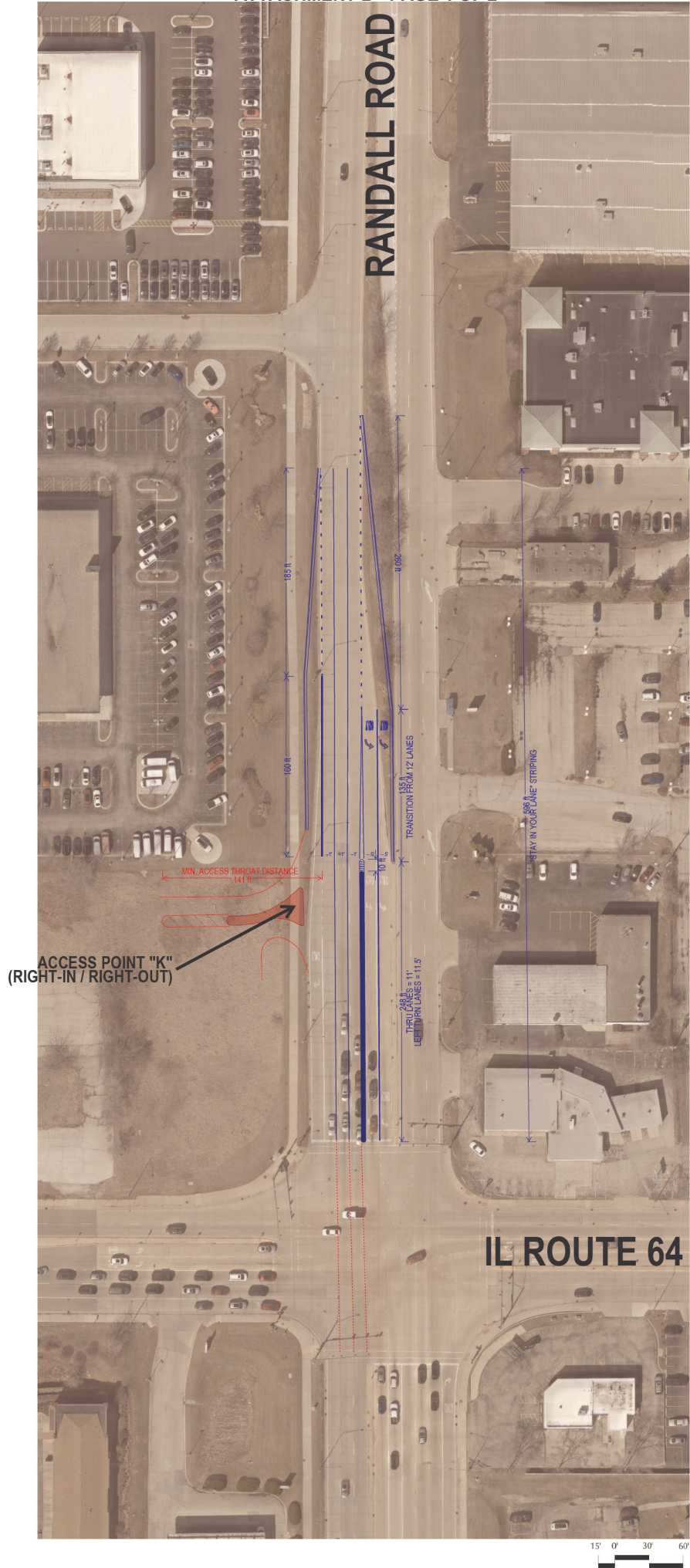

John A. Cunningham
Clerk, County of Kane

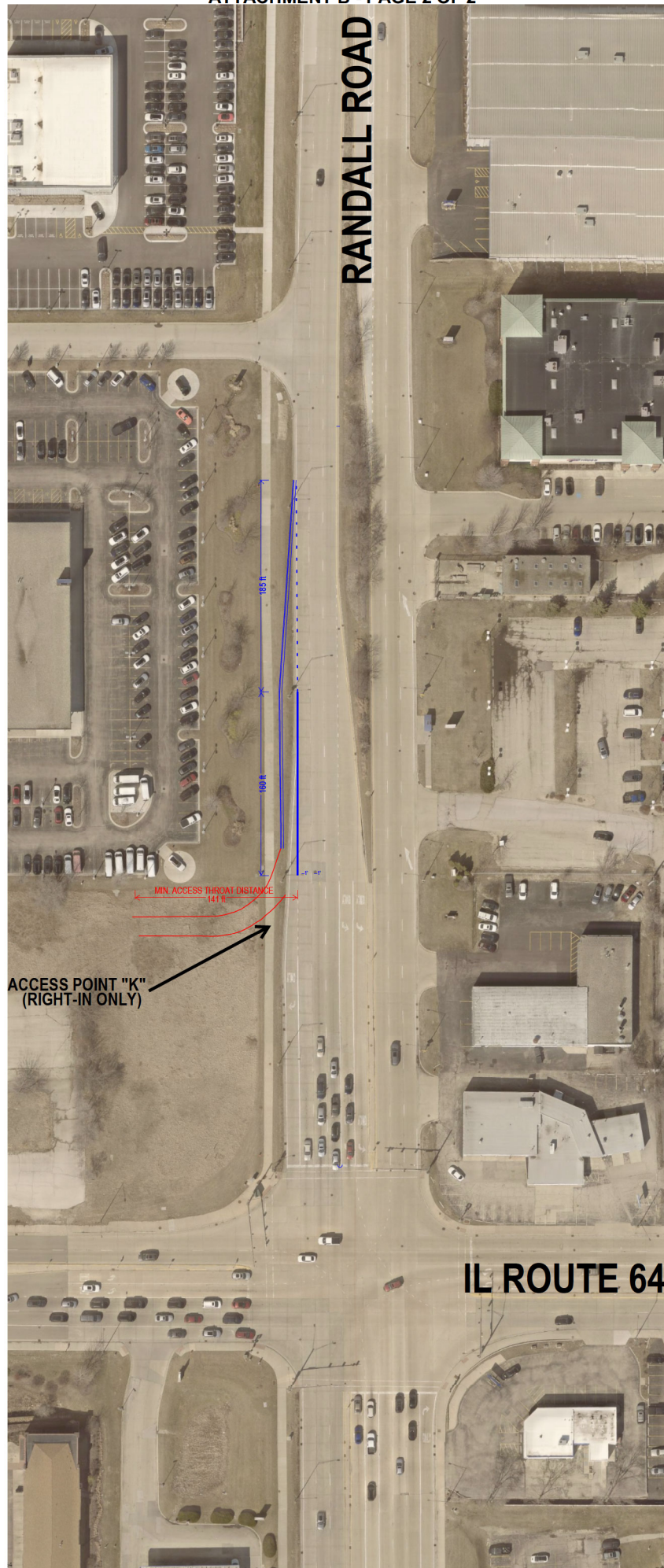
ATTEST:


By: _____


City Clerk







	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: *4d
	Title:	Recommendation to approve Plat of Easement for 675 Sidwell Ct.	
	Presenter:	Ellen Johnson, Planner II	
Meeting: Planning & Development Committee Date: June 9, 2025			
Proposed Cost: \$		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
TIF District: None			
Executive Summary (if not budgeted, please explain): <p>A Plat of Easement has been submitted as required for improvements associated with a building addition and renovation project at Clarke Mosquito, 675 Sidwell Ct.</p> <p>The Plat of Easement establishes Public Utility & Drainage Easement over watermain that will be relocated for the project, and for an existing fire hydrant and section of watermain located on the property for which an easement was not previously granted.</p> <p>The Plat of Easement is required to be recorded prior to the City granting final occupancy for the building project.</p>			
Attachments (please list): Plat of Easement			
Recommendation/Suggested Action (briefly explain): Recommendation to approve Plat of Easement 675 Sidwell Ct.			

OWNER'S CERTIFICATE

STATE OF ILLINOIS

COUNTY OF _____) SS

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF THE LAND ANNEXED PLAT, AND THAT HE HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

ALSO, THIS IS TO CERTIFY THAT PROPERTY BEING, SUBDIVIDED AFORESAID, AND TO THE BEST OF THE OWNER'S KNOWLEDGE AND BELIEF, SAID SUBDIVISION LIES ENTIRELY WITHIN THE LIMITS OF:

ST. CHARLES COMMUNITY UNIT SCHOOL DISTRICT 303

DATED THIS _____ DAY OF _____, A.D. 20____

NAME/TITLE _____ ADDRESS _____

NOTARY CERTIFICATE

STATE OF ILLINOIS

COUNTY OF _____) SS

I, _____, A NOTARY PUBLIC, IN AND FOR SAID COUNTY, IN THE STATE

AFORESAID, DO HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNERS, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE ANNEXED PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSE THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, A.D. 20____

NOTARY PUBLIC

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS

COUNTY OF KANE) SS

APPROVED AND ACCEPTED THIS _____ DAY OF _____, A.D. 20____

CITY COUNCIL OF CITY OF ST. CHARLES, ILLINOIS

MAYOR _____

ATTST: _____

CITY CLERK

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS

COUNTY OF OGLE) SS

THIS IS TO CERTIFY THAT I, RUDY P. DIXON, ILLINOIS REGISTERED LAND SURVEYOR NO. 035-003832, HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY, AND THAT THIS PLAT WAS PREPARED FOR THE PURPOSE OF GRANTING AN EASEMENT TO THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS FOR THE PURPOSE STATED HEREON, AND THAT THIS PLAT OF EASEMENT ACCURATELY DEPICTS SAID PROPERTY.

GIVEN UNDER MY HAND AND SEAL THIS DAY OF _____ DAY OF _____, A.D., 2025

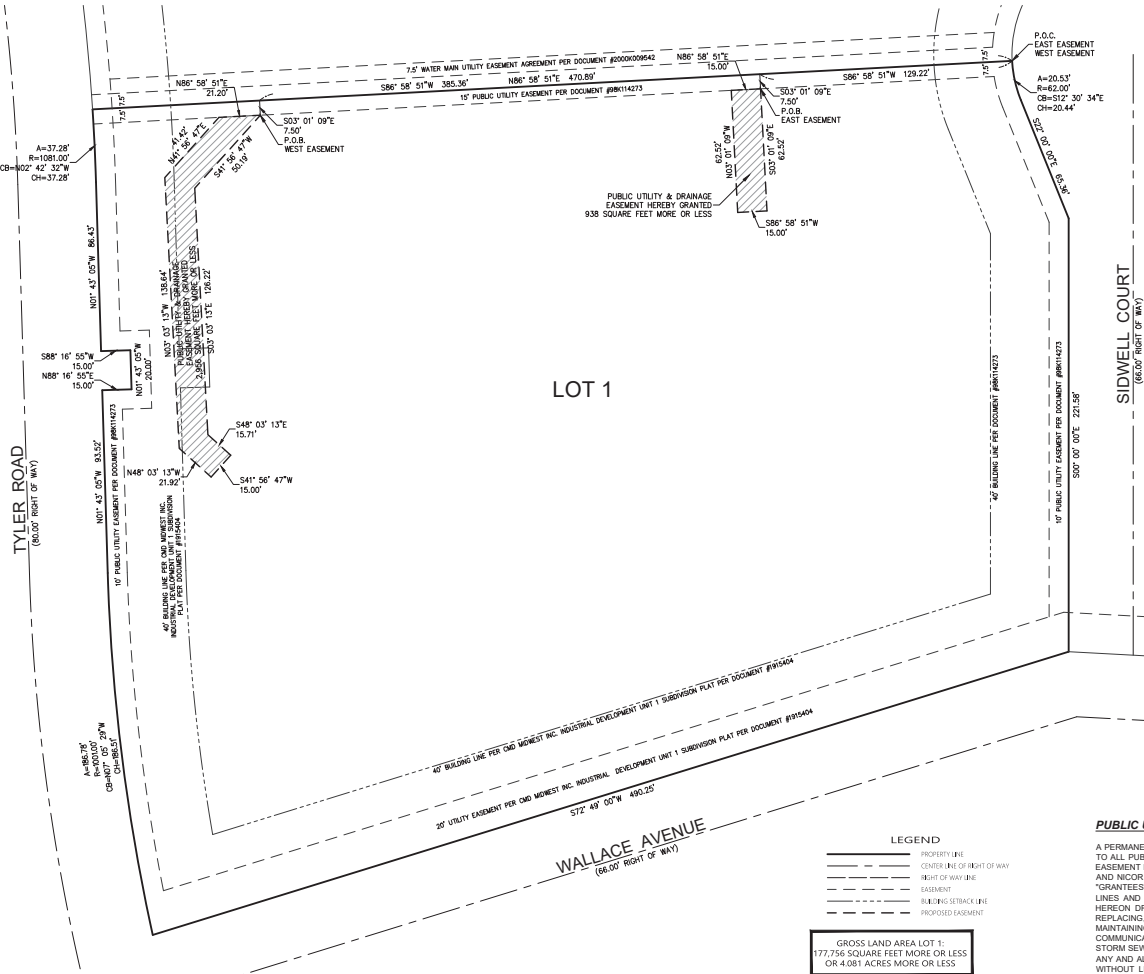
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003832
MY LICENSE EXPIRES NOVEMBER 30, 2026.
ILLINOIS PROFESSIONAL DESIGN FIRM NUMBER 007858-0010



PLAT OF EASEMENT

BEING A OF PART OF SECTIONS 35, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.

THIS PLAT HAS BEEN SUBMITTED FOR RECORDING BY AND RETURN TO: CITY OF ST. CHARLES 2 E. MAIN STREET ST. CHARLES, IL 60174



EAST EASEMENT-LEGAL DESCRIPTION

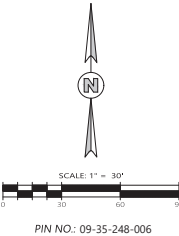
PART OF LOT 1 IN SIDWELL COURT RESUBDIVISION, BEING A RESUBDIVISION OF PART OF LOT 2 IN CMD MIDWEST INC. INDUSTRIAL DEVELOPMENT UNIT 1, BEING A PART OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 86 DEGREES 58 MINUTES 51 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 1, 129.22 FEET; THENCE SOUTH 03 DEGREES 01 MINUTES 09 SECONDS EAST, 7.50 FEET TO THE SOUTH LINE OF A PUBLIC UTILITY EASEMENT PER DOCUMENT NO. 98K114273 FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 03 DEGREES 01 MINUTES 09 SECONDS EAST, 62.52 FEET; THENCE SOUTH 86 DEGREES 58 MINUTES 51 SECONDS WEST, 15.00 FEET; THENCE NORTH 03 DEGREES 01 MINUTES 09 SECONDS WEST, 62.52 FEET TO THE AFOREMENTIONED SOUTH LINE OF A PUBLIC UTILITY EASEMENT PER DOCUMENT NO. 98K114273; THENCE NORTH 86 DEGREES 58 MINUTES 51 SECONDS EAST ALONG SAID SOUTH LINE, 15.00 FEET TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

WEST EASEMENT-LEGAL DESCRIPTION

PART OF LOT 1 IN SIDWELL COURT RESUBDIVISION, BEING A RESUBDIVISION OF PART OF LOT 2 IN CMD MIDWEST INC. INDUSTRIAL DEVELOPMENT UNIT 1, BEING A PART OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 86 DEGREES 58 MINUTES 51 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 1, 385.36 FEET; THENCE SOUTH 03 DEGREES 01 MINUTES 09 SECONDS EAST, 7.50 FEET TO THE SOUTH LINE OF A PUBLIC UTILITY EASEMENT PER DOCUMENT NO. 98K114273 FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 41 DEGREES 56 MINUTES 47 SECONDS WEST, 50.19 FEET; THENCE SOUTH 03 DEGREES 03 MINUTES 13 SECONDS EAST, 126.22 FEET; THENCE SOUTH 48 DEGREES 03 MINUTES 13 SECONDS EAST, 15.74 FEET; THENCE SOUTH 41 DEGREES 56 MINUTES 47 SECONDS WEST, 15.00 FEET; THENCE NORTH 48 DEGREES 03 MINUTES 13 SECONDS WEST, 21.92 FEET; THENCE NORTH 03 DEGREES 03 MINUTES 13 SECONDS WEST, 138.64 FEET; THENCE NORTH 41 DEGREES 56 MINUTES 47 SECONDS EAST, 41.42 FEET TO THE AFOREMENTIONED SOUTH LINE OF A PUBLIC UTILITY EASEMENT PER DOCUMENT NO. 98K114273; THENCE NORTH 86 DEGREES 58 MINUTES 51 SECONDS EAST ALONG SAID SOUTH LINE, 21.30 FEET TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.




PUBLIC UTILITY AND DRAINAGE EASEMENT PROVISIONS

A PERMANENT NON-EXCLUSIVE EASEMENT IS HEREBY GRANTED TO THE CITY OF ST. CHARLES AND TO ALL PUBLIC UTILITY COMPANIES OF ANY KIND OPERATING UNDER FRANCHISE GRANTING THEM EASEMENT RIGHTS FROM SAID CITY OF ST. CHARLES, INCLUDING BUT NOT LIMITED TO, AMERTECH AND NCCOR AND TO THEIR SUCCESSORS AND ASSIGNS (HEREIN COLLECTIVELY REFERRED TO AS "GRANTEES"), IN, UPON, ACROSS, OVER, UNDER, AND THROUGH THE AREAS SHOWN BY DASHED LINES AND LABELED "PUBLIC UTILITY AND DRAINAGE EASEMENT" ON THE PLAT OF SUBDIVISION HEREBIN DRAWN FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, INSPECTING, OPERATING, REPLACING, RENEWING, ALTERING, ENLARGING, REMOVING, REPAIRING, CLEANING, AND MAINTAINING ABOVE GROUND AND UNDERGROUND ELECTRICAL SYSTEMS, CABLE TELEVISION, COMMUNICATION, GAS, TELEPHONE OR OTHER UTILITY LINES OR APPURTENANCES, SANITARY AND STORM SEWERS, DRAINAGE WAYS, STORM WATER DETENTION AND RETENTION, WATER MAINS AND ANY AND ALL MANHOLES, HYDRANTS, PIPES, CONNECTIONS, CATCH BASINS, BUFFALO BOXES AND WITHOUT LIMITATION, SUCH OTHER INSTALLATIONS AS MAY BE REQUIRED TO FURNISH PUBLIC UTILITY SERVICE TO ADJACENT AREAS TOGETHER WITH THE RIGHT OF ACCESS ACROSS THE REAL ESTATE PLATTED HEREIN FOR THE NECESSARY PERSONNEL AND EQUIPMENT TO MAKE ANY OR ALL OF THE ABOVE WORK. THE PERMANENT NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF ST. CHARLES AND THE RESPECTIVE SUCCESSORS AND ASSIGNS FOR MAINTAINING THE UNINTERRUPTED AND UNIMPEDED CONVEYANCE, FLOW AND RUNOFF OF SURFACE STORM WATER ACROSS AND UPON THE AREAS DESIGNATED ON THIS PLAT AS DRAINAGE EASEMENT. THE RIGHT IS HEREBY GRANTED TO SAID GRANTEES TO CUT DOWN, TRIM, OR REMOVE ANY TREES, SHRUBS, OR OTHER PLANTS THAT INTERFERE WITH THE DRAINAGE WAYS AND OPERATION OF OR ACCESS TO SAID UTILITY INSTALLATIONS, WITHOUT LIMITATION, IN, ON, UPON OR ACROSS, UNDER, OR THROUGH SAID EASEMENTS.

NO PERMANENT BUILDINGS, TREES, GARDENS, SHRUBS, OR BERMING SHALL BE PLACED ON IN SAID EASEMENTS, BUT THE EASEMENT AREAS MAY BE USED FOR PAVING, FENCES, SIDEWALKS, AND OTHER PURPOSES THAT DO NOT INTERFERE WITH THE AFORESAID USES AND RIGHTS. WHERE AN EASEMENT IS USED FOR STORM OR SANITARY SEWERS, OTHER UTILITY INSTALLATIONS SHALL BE SUBJECT TO THE PRIOR APPROVAL OF SAID CITY OF ST. CHARLES SO AS NOT TO INTERFERE WITH THE GRAVITY FLOW IN SAID SEWER OR SEWERS, UTILITY INSTALLATIONS, OTHER THAN THOSE MANAGED BY THE CITY OF ST. CHARLES SHALL BE SUBJECT TO THE APPROVAL OF THE CITY OF ST. CHARLES, AS TO DESIGN AND LOCATION, AND ALL OTHER INSTALLATIONS ARE SUBJECT TO THE ORDINANCES OF THE CITY OF ST. CHARLES.

FOLLOWING ANY WORK TO BE PERFORMED BY THE GRANTEES IN THE EXERCISE OF ITS EASEMENT RIGHTS GRANTED HEREIN, THE GRANTEES SHALL HAVE NO OBLIGATION WITH RESPECT TO SURFACE RESTORATION INCLUDING, BUT NOT LIMITED TO, THE RESTORATION, REPAIR, OR REPLACEMENT OF ANY LANDSCAPING PROVIDED, HOWEVER, THE GRANTEES SHALL BE OBLIGATED FOLLOWING ANY SUCH WORK, TO BACKFILL AND MOUND SO AS TO RETAIN SUITABLE DRAINAGE, REMOVE DEBRIS, AND LEAVE THE AREA IN GENERALLY CLEAN AND WORKMANLIKE CONDITION.

PROJECT NUMBER: 2501427	DATE: 05/09/2025
SHEET: 1 OF 1	DRAWING NUMBER: EASEMENT
REGIONAL LAND SERVICES 116 WESTMAIN STREET, SUITE 201 ROCHELLE, ILLINOIS 61068 PHONE: (618) 559-2260	
WBK 116 WESTMAIN STREET, SUITE 201 ROCHELLE, ILLINOIS 61068 PHONE: (618) 559-2260	
WBK 116 WESTMAIN STREET, SUITE 201 ROCHELLE, ILLINOIS 61068 PHONE: (618) 559-2260	

	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: *4e
	Title:	Recommendation to approve Plat of Easement for 420 37 th Avenue.	
	Presenter:	Bruce Sylvester, Assist. Direct of CD—Planning and Engineering	
Meeting: Planning & Development Committee Date: June 9, 2025			
Proposed Cost: \$		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
TIF District: None			
Executive Summary (if not budgeted, please explain): <p>A Plat of Easement has been submitted as required for improvements associated with a building addition and renovation project at Compact Industries at 420 37th Avenue.</p> <p>The Plat of Easement establishes Stormwater Detention easement provisions over stormwater management facilities that are being modified as part of a building-addition project on this property.</p> <p>The Community Development engineer has reviewed the proposed plans and confirmed that the modified stormwater management facilities and easement are acceptable.</p> <p>Construction is underway. The Plat of Easement is required to be recorded prior to the City granting final occupancy for the building project.</p>			
Attachments (please list): Plat of Easement			
Recommendation/Suggested Action (briefly explain): Recommendation to approve Plat of Easement for stormwater facilities at 420 37 th Avenue.			

CURRENT P.I.N.:

05-25-431-018
05-25-431-008

OWNER

COMPACT INDUSTRIES, LLC
3945 OHIO AVENUE
ST. CHARLES, IL 60174

PLAT OF EASEMENT

A PORTION OF LOTS 27 AND 28, ST. CHARLES INDUSTRIAL DEVELOPMENT UNIT NO. 1,
LOCATED IN PORTIONS OF SECTIONS 25 AND 26, TOWNSHIP 40 NORTH,
RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY, STATE OF ILLINOIS

EASEMENT LEGAL DESCRIPTION

A PORTION OF LOTS 27 AND 28, ST. CHARLES INDUSTRIAL DEVELOPMENT UNIT NO. 1, RECORDED NOVEMBER 24, 1989 AT BOOK 55, PAGES 12 & 13 IN THE KANE COUNTY CLERK AND RECORDER'S OFFICE, LOCATED IN SECTIONS 25 AND 26, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, COUNTY OF KANE, STATE OF ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 28, THENCE ALONG THE WESTERLY LINE OF SAID LOT, SOUTH 05 DEGREES 55 MINUTES 43 SECONDS WEST, A DISTANCE OF 43.32 TO THE POINT OF BEGINNING; THENCE SOUTH 15 DEGREES 20 MINUTES 59 SECONDS EAST, A DISTANCE OF 26.31 FEET; THENCE NORTH 17 DEGREES 10 MINUTES 47 SECONDS EAST, A DISTANCE OF 46.89 FEET; THENCE NORTH 39 DEGREES 04 MINUTES 11 SECONDS WEST, A DISTANCE OF 27.75 FEET; THENCE NORTH 05 DEGREES 55 MINUTES 43 SECONDS EAST, A DISTANCE OF 10.33 FEET; THENCE NORTH 10 DEGREES 55 MINUTES 43 SECONDS EAST, A DISTANCE OF 174.52 FEET; THENCE NORTH 50 DEGREES 55 MINUTES 49 SECONDS EAST, A DISTANCE OF 30.09 FEET; THENCE SOUTH 24 DEGREES 04 MINUTES 11 SECONDS EAST, A DISTANCE OF 33.19 FEET; THENCE SOUTH 05 DEGREES 55 MINUTES 43 SECONDS WEST, A DISTANCE OF 14.50 FEET; THENCE SOUTH 11 DEGREES 10 MINUTES 47 SECONDS WEST, A DISTANCE OF 44.00 FEET; THENCE SOUTH 17 DEGREES 10 MINUTES 47 SECONDS WEST, A DISTANCE OF 26.31 FEET; THENCE NORTH 09 DEGREES 04 MINUTES 11 SECONDS WEST, A DISTANCE OF 27.75 FEET; THENCE NORTH 10 DEGREES 55 MINUTES 43 SECONDS EAST, A DISTANCE OF 174.52 FEET TO THE POINT OF BEGINNING.

CONTAINING 20,482 SQUARE FEET OR 0.4702 ACRE.

LEGAL DESCRIPTION OF AFFECTED PROPERTY

LOT 27, CERTAIN THE NORTHERLY 45.00 FEET THEREOF, TOGETHER WITH THE NORTHERLY 116.76 FEET OF LOT 28, CERTAIN THE EASTERLY 40.00 FEET OF THE SOUTHERLY 40.00 FEET OF SAID NORTHERLY 116.76 FEET OF THE UNIT NUMBER 1, THE ST. CHARLES INDUSTRIAL DEVELOPMENT OF THE CENTRAL MANUFACTURING DISTRICT, IN SECTIONS 25 AND 26, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

STORMWATER DETENTION EASEMENT PROVISIONS

A PERMANENT NON-EXCLUSIVE EASEMENT IS HEREBY GRANTED TO THE CITY OF ST. CHARLES, ILL. AND TO THEIR SUCCESSORS, AND ASSIGNS, IN, UPON, ACROSS, OVER, UNDER, AND THROUGH THE AREAS SHOWN BY DASHED LINES AND LABELED "STORMWATER DETENTION EASEMENT" ON THE PLAT OF EASEMENT HEREON DRAWN FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, IMPROVING, OPERATING, MAINTAINING, REPAIRING, ALTERING, ENLARGING, REMOVING, REPAIRING, CLEANING, AND MAINTAINING STORM, SEWER, OPEN DRAIN, STORM WATER DETENTION AND RETENTION AND ANY AND ALL UNWARRANTED, PRIOR CONNECTIONS, CATCH BASINS, AND WITHOUT LIMITATION, SUCH OTHER INSTALLATIONS AS MAY BE REQUIRED TO FURNISH STORMWATER DETENTION THE RIGHT OF ACCESS ACROSS THE REAL ESTATE PLATED HEREON FOR THE NECESSARY PERSONNEL AND EQUIPMENT TO MAINTAIN ANY OR ALL OF THE ABOVE WORK. NO BUILDING SHALL BE PLACED ON SAID EASEMENT PREMISES WITHOUT PRIOR WRITTEN CONSENT FROM THE CITY OF ST. CHARLES. THE RESPONSIBILITY OF MAINTAINING THE DETENTION AREA EASEMENT SHALL BE BORING ON THE TERMS, CONDITIONS, ADMINISTRATION, SUCCESSIONS AND ASSIGNS OF THE LANDOWNERS. NO PERSON SHALL DESTROY OR MODIFY SLOPES OR OTHERWISE AFFECT THE DETENTION VOLUME WITHOUT HAVING FIRST RECEIVED WRITTEN APPROVAL FROM THE CITY OF ST. CHARLES. THE CITY SHALL HAVE THE RIGHT BUT NOT THE OBLIGATION TO RECORD ANY DETENTION VOLUME LOSS THROUGH UNAUTHORIZED ACTIVITIES.

CERTIFICATE OF OWNERSHIP

STATE OF ILLINOIS } SS
COUNTY OF } KANE

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF THE LAND DESCRIBED IN THE ABOVE PLAT AND THAT HE HAS CAUSED THE SAME TO BE SURVEYED AS INDICATED ON THE PLAT, FOR THE USES AND PURPOSES SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STATUTE AND TITLE THEREON INDICATED.

DATED THIS ____ DAY OF ____ A.D. 20__

BY _____
OWNER

ADDRESS _____

CERTIFICATE OF NOTARY

STATE OF ILLINOIS } SS
COUNTY OF } KANE

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FORE GOING INSTRUMENT AS SUCH PERSON, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/HE/SHE SIGNED AND DELIVERED THE AFORESAID PLAT IN HIS/HER OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS ____ DAY OF ____ A.D. 20__ AT ____ ILLINOIS

NOTARY PUBLIC _____ (SEAL)

CITY COUNCIL CERTIFICATE

APPROVED AND ACCEPTED THIS ____ DAY OF ____ A.D. 20__

CITY COUNCIL OF CITY OF ST. CHARLES, ILLINOIS

WATSON _____

ATTEST _____ CITY CLERK

SURVEY CERTIFICATION

STATE OF ILLINOIS } SS
COUNTY OF DU PAGE } KANE

I, GABRIELA PITSANIK, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND PLATED THE ABOVE DESCRIBED PROPERTY FOR THE PURPOSES OF GRANTING AN EASEMENT AS SHOWN AND THAT THIS PLAT DRAWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF SAID PROPERTY.

GIVEN UNDER MY HAND AND SEAL AT VILLAGE, ILLINOIS, THIS ____ DAY OF ____ A.D. 2025

FOR REVIEW ONLY

GABRIELA PITSANIK
CAPITOLINIAN SURVEYING, INC.
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003893
LICENSE EXPIRES NOVEMBER 30, 2028DESIGN FIRM PROFESSIONAL LICENSE NO. 184007577
LICENSE EXPIRES APRIL 30, 2025

MORTGAGEE'S CERTIFICATE

ACCEPTED AND APPROVED BY _____
AS MORTGAGEE.
DATED AT ____ ILLINOIS, THIS ____ DAY OF ____ A.D. 20__BY _____
ATTEST: _____

CERTIFICATE OF NOTARY

STATE OF ILLINOIS } SS
COUNTY OF } KANE

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FORE GOING INSTRUMENT AS SUCH PERSON, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/HE/SHE SIGNED AND DELIVERED THE AFORESAID PLAT IN HIS/HER OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS ____ DAY OF ____ A.D. 20__ AT ____ ILLINOIS

NOTARY PUBLIC _____ (SEAL)

LEGEND

EASEMENT LINE =
ROW LINE =
BOUNDARY LINE =
LOT LINE =
MEASURED INFORMATION =
RECORD INFORMATION =

AREA TABULATION

EASEMENT _____ ACRE(S)
STORMWATER DETENTION EASEMENT 0.4702

BASIS OF BEARINGS

COORDINATES AND BEARINGS ARE BASED UPON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE (NAD 83), ADJUSTED TO GROUND VALUES, AS ESTABLISHED BY REAL-TIME KINEMATIC (RTK) GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) UTILIZING GPS OBSERVATIONS.

RECORDER'S STAMP

ST. CHARLES INDUSTRIAL DEVELOPMENT UNIT NO. 1
PART OF LOT 27
REC. NOVEMBER 24, 1989
PER DOC. 1153857ST. CHARLES INDUSTRIAL DEVELOPMENT UNIT NO. 1
PART OF LOT 27
REC. NOVEMBER 24, 1989
PER DOC. 1153857ST. CHARLES INDUSTRIAL DEVELOPMENT UNIT NO. 1
PART OF LOT 28
REC. NOVEMBER 24, 1989
PER DOC. 1153857ST. CHARLES INDUSTRIAL DEVELOPMENT UNIT NO. 1
PART OF LOT 28
REC. NOVEMBER 24, 1989
PER DOC. 11538570 30 60
1" = 30' (HORIZONTAL)2200 CABOT DRIVE, STE.
302, USLE, IL 60532
P. 630.206.0000
WWW.CAGE-ILL.COM

REVISIONS

NO.	DATE	DESCRIPTION

COMPACT INDUSTRIES EXPANSION
ST. CHARLES, ILLINOIS
PLAT OF EASEMENT

PROJECT NO. 240007

PM: JOMAR

DATE: 12/11/24

SCALE: 1"=30'

SHEET NUMBER

1 OF 1