

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 4a

Title:

Recommendation to approve a Right-of-Way License Agreement between the City of St. Charles and Crystal Lofts, LLC regarding Crystal Lofts Townhomes, 214 S. 13th Ave.

Presenter:

Ellen Johnson

Meeting: Planning & Development Committee

Date: November 12, 2018

Proposed Cost: N/A

Budgeted Amount: N/A

Not Budgeted: ☐

Last year, the City approved the Crystal Lofts PUD and accompanying plans for redevelopment of the lamp factory building and site for residential townhomes. Modified plans were approved earlier this fall.

Due to the location of the existing building very close to the property lines along Indiana and S. 13th Avenues, certain private improvements project into the City ROW:

1. Entry stairs and canopy overhangs for each of the 14 units (projection into Indiana Ave. ROW).
2. Landscaping along the southern and western building walls (projection into Indiana and S. 13th Ave. ROW).
3. Electrical room adjacent to garage 1 (projection into S. 13th Ave. ROW).

An agreement has been drafted to grant Crystal Lofts, LLC, a license for maintaining the above listed projections per the PUD Preliminary Plans approved by the City.

The agreement terms are similar license agreements granted for First Street. Crystal Lofts, LLC, the property owner, will be responsible for maintaining the entry stairs/canopies, landscaping, and electrical room in a safe manner and in accordance with the City approved plans. Per the agreement, Crystal Lofts, LLC agrees to indemnify the City and provide insurance for the benefit of the City.

The City will retain the right to promulgate and enforce rules and regulations regarding the entrances, landscaping and electrical room.

The agreement runs with the land and would transfer to any successor owners, including any future owner's association.

Attachments (please list):

ROW License Agreement

Recommendation/Suggested Action (briefly explain):

Recommendation to approve a Right-of-Way License Agreement between the City of St. Charles and Crystal Lofts, LLC regarding Crystal Lofts Townhomes, 214 S. 13th Ave.

City of St. Charles
2 E. Main St.
St. Charles, IL 60174

RIGHT-OF-WAY LICENSE AGREEMENT

WITNESSETH:

WHEREAS, Licensee owns the Crystal Lofts Property ("Licensee Property"), the southerly property line of which abuts the Indiana Avenue ROW and the westerly property line of which abuts the S. 13th Avenue ROW, as illustrated on Exhibit "A"; and

WHEREAS, Licensee proposes to redevelop the existing structure on the Crystal Lofts Property into nine (9) residential townhome units and construct and develop five (5) additional residential townhome units adjacent to the east of the existing structure, which will include entry stairs and canopy overhangs for each of the fourteen (14) units projecting into the Indiana Avenue ROW (“Entry Projections”), landscaping along the southern and western building walls projecting into the Indiana Avenue ROW and the S. 13th Avenue ROW (“Landscaping Projections”), and an electrical room adjacent to Garage 1 projecting into the S. 13th Avenue ROW (“Electrical Room Projection”), pursuant to the plans approved by the City under Ordinance No. 2018-Z-31 and as illustrated on Exhibit "B"; and

NOW, THEREFORE, in consideration of the foregoing premises and of the covenants and conditions hereinafter contained, the adequacy and sufficiency of which the Parties hereto hereby stipulate, the Parties hereby agree as follows:

1. The Recitals hereinabove are hereby incorporated into and made a substantive part of this Agreement as though they were fully set forth in this Paragraph.

2. The City, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration paid to City, the receipt and sufficiency of which is hereby acknowledged, hereby grants to the Licensee, its successors, grantees and assigns, an irrevocable permanent and exclusive restricted license (hereinafter the "License") for the purpose of constructing and maintaining the Entry Projections solely within the limited area in the Indiana Avenue ROW, the Landscaping Projections solely within the limited area in the Indiana Avenue ROW and the S. 13th Avenue ROW, and the Electrical Room Projection solely within the limited area in the S. 13th Avenue ROW, pursuant to the City approved plans for and as illustrated on the attached Exhibit "B," subject to the terms, conditions and limitations herein specified together with any exhibits attached hereto and incorporated herein by reference ("Encroachment").

3. Licensee must construct and maintain the Entry Projections, Landscaping Projections, and Electrical Room Projection in full compliance with the permit and all conditions contained herein or attached hereto by reference.

4. The Entry Projections, Landscaping Projections, and Electrical Room Projection and the Encroachment shall not in any manner be expanded, added to or enlarged beyond the extent of the Entry Projections, Landscaping Projections, and Electrical Room Projection, and the Encroachment, as described herein and shown in Exhibit "B."

5. The Entry Projections, Landscaping Projections, and Electrical Room Projection, and the Encroachment shall not in any manner be constructed, reconstructed, modified or improved without prior written consent of the City.

6. This Agreement shall terminate in the event that any of the following occur: (a) the primary structure located on the Crystal Lofts Property is ever damaged or destroyed, to the extent that its value is less than 25% of the cost to replace the primary structure, and the Licensee shall have failed to repair the primary structure within one hundred and eighty (180) days of said damage; (b) if the Entry Projections are ever removed and the Entry use terminated for more than three (3) months; (c) this Agreement otherwise terminates pursuant to any other provision of this Agreement. Prior to termination of this Agreement, Licensor shall provide Licensee with a written Notice of Termination ten (10) days prior to the date of said termination.

7. Licensee understands and agrees that the Entry Projections attached to the building and the Electrical Room Projection attached to Garage 1 shall remain in good structural condition at all times and that the use and enjoyment of the Indiana Avenue ROW pertaining to the Entry Projections and the S. 13th Avenue ROW pertaining to the Electrical Room Projection shall not be compromised in any unsafe or adverse manner. The Licensee shall promptly restore or cause to be restored the Entry Projections and the Electrical Room Projection to a good state of repair

and in a clean, safe, unobstructed and usable condition, at all times complying with all local codes and ordinances. Should repairs or maintenance be needed to the Entry Projections or where it is attached to the building or to the Electrical Room Projection or where it is attached to Garage 1, Licensee shall perform such work within thirty (30) days of notification by the City. If the required work is not performed or completed to the City's satisfaction, the City shall have the right to terminate the Agreement or perform or complete such work. Licensee agrees to reimburse the City for performance of such work within thirty (30) days of invoice by the City. Non-payment of invoices shall constitute a lien against the Crystal Lofts Property.

8. Licensee understand and agrees that the Landscaping Projections along the building wall on the Crystal Lofts Property shall be maintained in accordance with the City approved Landscape Plan as provided in Exhibit "B" and that the use and enjoyment of the Indiana Avenue ROW and the S. 13th Avenue ROW shall not be compromised in any unsafe or adverse manner. Should the Landscaping Projections not be maintained in accordance with the Landscape Plan to the City's satisfaction, or should the Landscaping Projections interfere in any way with the use and enjoyment of the Indiana Avenue ROW or the S. 13th Avenue ROW, the City shall have the right to perform or complete such work as to return the Landscaping Projects to a condition acceptable to the City. Licensee agrees to reimburse the City for performance of such work within thirty (30) days of invoice by the City. Non-payment of invoices shall constitute a lien against the Crystal Lofts Property.

9. To the fullest extent permitted by law, Licensee hereby agrees to defend, indemnify and hold harmless the City, its officials, agents, and employee, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, specifically including but not limited to, any claim or damages caused by or to the Entry Projections, the Landscaping Projections, or the Electrical Room Projection or the Encroachment, any respective parts thereof located within the or attached to the Crystal Lofts Property or within the Indiana Avenue ROW or the S. 13th Avenue ROW, or caused by work performed by the City, or its agents, which may in anywise accrue against the City, its officials, agents, and employees, arising in whole or in part or in consequence of the performance of this Agreement by the Licensee, their agents, invitees, employees, contractors or subcontractors, or which may in anyway result therefrom, except that arising out of the sole legal cause of the City, its agents or employees, the Licensee shall, at their own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the City, its officials, agents and employees, in any such action, the Licensee shall, at its own expense, satisfy and discharge the same. Upon completion and occupancy, the Licensee shall furnish to the City a certificate of insurance evidencing commercial general liability insurance with minimum limits of \$1,000,000.00 combined single limit per occurrence and \$3,000,000.00 general aggregate limits and otherwise reasonably satisfactory to the City. The insurance policy shall be expressly endorsed to include the City as an additional insured, Such certification of insurance shall require the insurer(s) to provide not less than thirty (30) days advance written notice to the City in the event of any cancellation, non-renewal or change in the policy limits, terms or conditions which would cause them to fail to meet the foregoing requirements. Such insurance shall be maintained during the term of the License.

10. The City shall have the right, in its sole and absolute discretion, to promulgate and enforce rules and regulations regarding the use of the Entry Projections, the Landscaping Projections, and the Electrical Room Projection and the Encroachment, to protect the health, safety and welfare of the public utilizing the Indiana Avenue ROW and the S. 13th Avenue ROW. The Licensee will provide, at its expense (and the City shall have no obligation to provide or pay for), any and all improvements and/or modifications to the Entry Projections and/or the Landscaping Projections and/or the Electrical Room Projection and/or the Encroachment to comply with this provision.

11. Except in the Encroachment, Licensee understands and agrees that various third party utility, telecommunication, and T.V. cable companies, including but not limited to Commonwealth Edison, NICOR and AT&T and their successors and assigns ("Utility Companies"), may have certain rights arising in the Indiana Avenue ROW and the S. 13th Avenue ROW, and that this Agreement does not in any way affect or diminish the rights of those Utility Companies. Licensee hereby acknowledges and agrees that the Utility Companies have no obligation or responsibility to Licensee or the Encroachment.

12. If this Agreement is terminated under any of the provisions contained herein, Licensee shall remove the Entry Projections and the Landscaping Projections within the Encroachment within thirty (30) days of termination. If the required work is not performed or completed to the City's satisfaction, the City shall have the right to perform or complete such work. Licensee agrees to reimburse the City for performance of such work within thirty (30) days of invoice by the City. Non-payment of invoices shall constitute a lien against the Crystal Lofts Property.

13. The Encroachment when installed does not become a part of or an interest in the Indiana Avenue ROW or the S. 13th Avenue ROW, the air rights above and below or the underlying property. This Agreement shall not be construed to grant any interest in realty or any other possessory interest beyond the irrevocable, permanent and exclusive license to the Licensee, as provided herein.

14. Licensee is responsible for the cost of installation, maintenance, and removal of such Entry Projections, Landscaping Projections, and Electrical Room Projection in the Encroachment and is responsible for any damage caused to the Indiana Avenue ROW and S. 13th Avenue ROW resulting from such installation, maintenance, and removal.

15. The terms of this Agreement are covenants running with the Crystal Lofts Property and shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and assigns, including any future association for the Crystal Lofts Property and all owners of all or any portion of, or interest in, any of the properties covered hereby.

16. This Agreement may be enforced either at law or in equity, with the non-breaching Party entitled to injunctive relief and/or monetary damages. If any action for enforcement of this Agreement is brought, the non-prevailing Party in such action shall reimburse the prevailing Party for its attorneys' fees and related costs in such action.

17. Licensee shall not assign this Agreement or its rights and duties under this License, without the prior written consent of the City, which consent may be withheld in the City's sole and absolute discretion.

18. This Agreement may be modified or amended only by a written instrument executed by the Parties, or their respective permitted successors or assigns.

19. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this License, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Dated this ____ day of _____, 2018.

CRYSTAL LOFTS, LLC
an Illinois Limited Liability Corporation

By: _____

Subscribed and sworn to before me this ____ day of _____, 2018.

Notary Public

CITY OF ST. CHARLES,
an Illinois municipal corporation

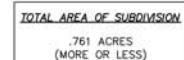
By: _____
Mayor

Attest: _____
City Clerk

Exhibit A:

Illustration of ROW and the Crystal Lofts Property

THIS PLAT WAS SUBMITTED TO THE COUNTY
RECORDER FOR THE PURPOSES OF RECORDING BY
CITY OF ST. CHARLES
2 E. MAIN STREET
ST. CHARLES, IL 60174
NOTICE TO RECORDER:
PLEASE RETURN RECORDED MYLAR TO THE SAME

**VICINITY MAP**

NOTES

3/4 INCH IRON PIPE SET AT SOUTHWEST AND
NORTHEAST PARCEL CORNERS.

ALL MEASUREMENTS ARE SHOWN IN FEET AND
DECIMAL PARTS THEREOF.

DIMENSIONS ENCLOSED WITH () ARE RECORD DATA.
ALL OTHER DIMENSIONS ARE MEASURED.

THE MEASURED BEARINGS SHOWN ARE BASED UPON
THE EAST LINE OF THE SUBDIVISION BEING
IN 18°58'44" W (ASSUMED).

FIP = FOUND IRON PIPE (4 AS SHOWN)

PROPERTY ZONED RM-3 GENERAL RESIDENTIAL
DISTRICT & PUG OF CITY OF ST. CHARLES.

LEGEND

- _____ - SUBDIVISION BOUNDARY LINE
 (Heavy Solid Line)
 _____ - LOT LINE/PROPERTY LINE
 (Solid Line)
 _____ - ADJACENT LOT LINE/PROPERTY LINE
 (Light Solid Line)
 ----- - EXISTING EASEMENT LINE/LIMITS
 (Long Dashed Lines)
 ----- - PROPOSED EASEMENT LINE/LIMITS
 (Short Dashed Lines)
 ■ - SET CONCRETE MONUMENT

LOT AREA
SUMMARY TABLE

LOT NO.	SQ. FT.	ACRES
1	15,400	0.354
OUTLOT A	8,303	0.191
OUTLOT B	9,449	0.217
TOTAL	33,152	0.761

PREPARED FOR:
FUNKE ARCHITECTS
160 EAST GRAND
CHICAGO, IL 60611
(312) 593-4812

PREPARED BY:

CEMCON, Ltd.

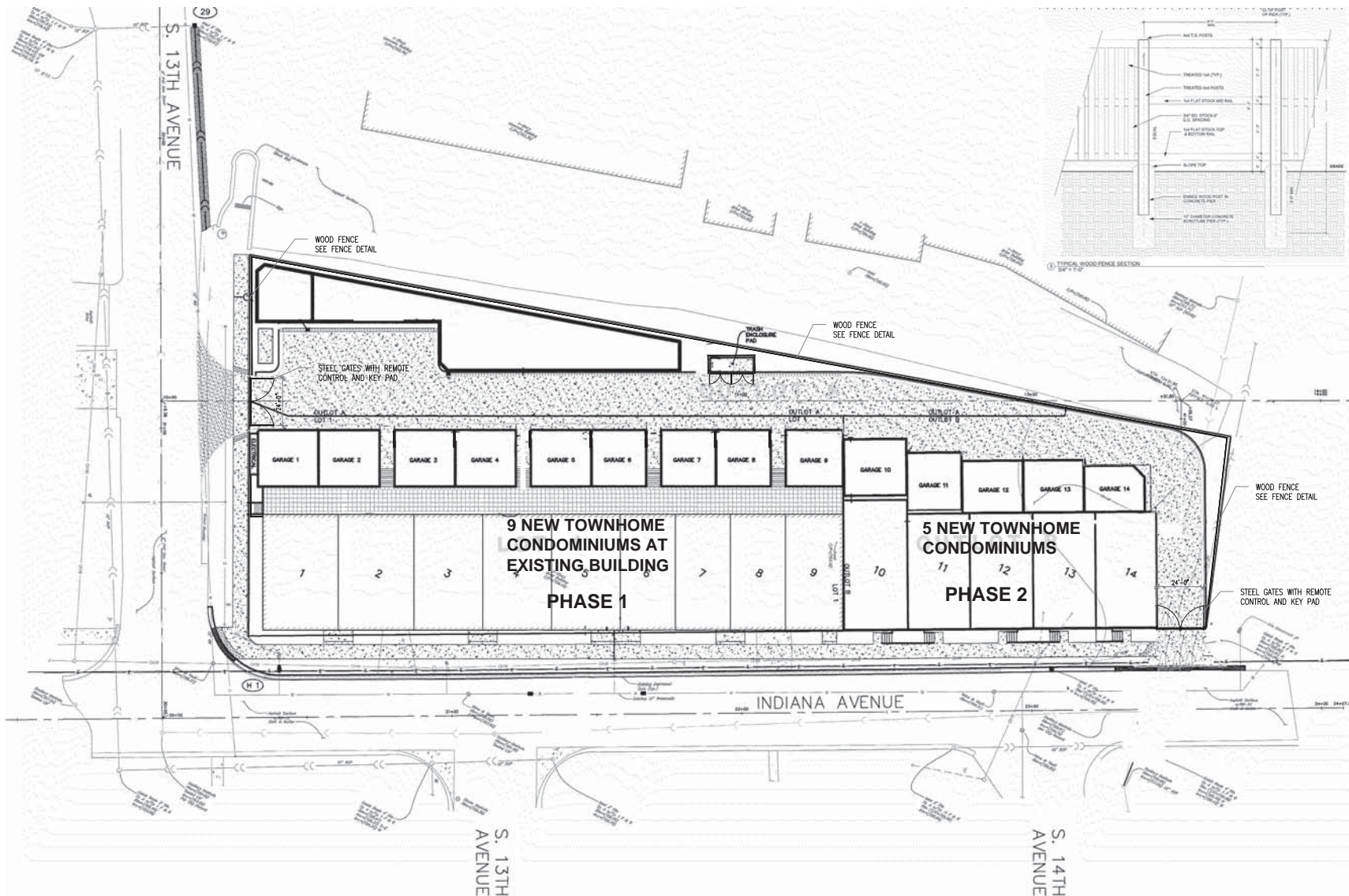
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100 Aurora, Illinois
60502-9675 PH: 630.862.2100 FAX: 630.862.2199
E-Mail: info@cses.com Website: www.cses.com

DISC NO.: 904264 FILE NAME: SUBPLAT
DRAWN BY: AJB FLD. BK. / PG. NO.: 053/57-60
COMPLETION DATE: 04-26-18 JOB NO.: 904264

COMPLETION DATE: 04-28-18 JOB NO.: 904.264
PROJECT REFERENCE:
REVISED 7-10-18\MMC-PER REVIEW LETTER DATED 6-8-18
REVISED 9-28-18\MMC-PER REVIEW LETTER DATED 9-5-18
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Exhibit B:

City Approved Plans Depicting Scope of Projections



www.funkearchitects.com

CRYSTAL LOFT
TOWNHOME
CONDOMINIUMS.
CONVERSION OF
EXISTING BUILDING TO
9 TOWNHOMES AND
ADDITION OF 5 NEW
TOWNHOMES

214 S. 13TH AVENUE
ST. CHARLES ILLINOIS
60174

OWNER:
CRYSTAL LOFT
TOWNHOMES LLC
1847 W. BERTEAU
CHICAGO, IL 60614
T: 312.209.9502
michaelfheysse@gmail.com

I HEREBY CERTIFY THAT THESE
DRAWINGS AND SPECIFICATIONS
WERE PREPARED UNDER MY
PERSONAL SUPERVISION, AND
TO THE BEST OF MY KNOWLEDGE,
CONFORM WITH ALL PERTINENT
CITY CODES AND ORDINANCES



#001-017106
EXPIRES 11.30.2020

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SHEET TITLE

SITE PLAN




SHEET NO.

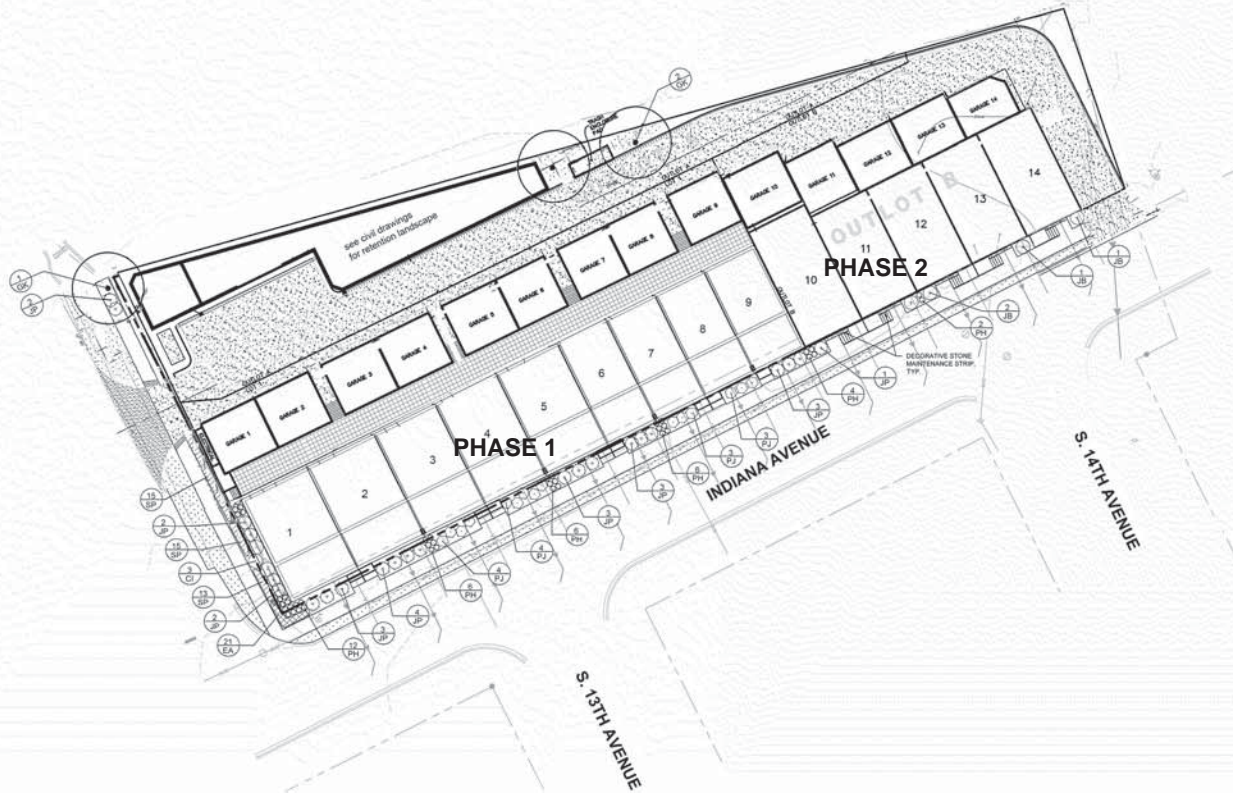
A100

01 SITE PLAN
scale: 1/8"=1'-0"

PLANT SCHEDULE

SHADE TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	GAL	SIZE
	OK	3	GYMNOCADUS DIOICA	KENTUCKY COFFEE TREE	B & B	2.5" CAL MIN	SINGLE STEM
DECIDUOUS SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	SIZE
	CI	18	CORNUS SERICEA 'ISANTI'	ISANTI REDOSIER DOGWOOD	-	SEE PLAN	30" HT MIN
	PJ	25	POTENTILLA FRUTICOSA 'JACKMAN'	JACKMAN'S POTENTILLA	-	SEE PLAN	24" HT MIN
	RG	33	RIBES ALPINUM 'GREEN MOUND'	GREEN MOUND ALPINE CURRANT	-	SEE PLAN	24" HT MIN
EVERGREEN SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	SIZE
	BG	41	BUXUS X 'GREEN MOUND'	GREEN MOUND BOXWOOD	-	SEE PLAN	24" HT MIN
	JB	4	JUNIPERUS SABINA 'BLUE FOREST'	BLUE FOREST JUNIPER	-	SEE PLAN	24" SPREAD
	JP	29	JUNIPERUS CHINENSIS 'KALLAY'S COMPACT'	KALLAY COMPACT PRITZER JUNIPER	-	SEE PLAN	24" HT MIN
ORNAMENTAL GRASSES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	SIZE
	PH	109	PANICUM VIRGATUM 'HEAVY METAL'	BLUE SWITCH GRASS	1 GAL	24" OC	

PERENNIALS	CODE	QTY	BOTANICAL NAME
	CC	49	COREOPSIS X 'CREME BRULEE'
	EA	63	ECHINACEA PURPUREA 'ALBA'
	BA	83	SESLERIA AUTUMNALIS
	SP	67	SYMPHYOTRICHUM NOVAE-ANGLIAE PUR
GROUND COVERS	CODE	BOTANICAL NAME	COMMON NAME
	-2	---	SOD
	D6	--	DECORATIVE STONE MAINTENANCE STR



LANDSCAPE NOTES

- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING MATERIALS AND PLANTS SHOWN ON THE LANDSCAPE PLAN. THE CONTRACTOR IS RESPONSIBLE FOR THE COST TO REPAIR UTILITIES, ADJACENT LANDSCAPE, PUBLIC AND PRIVATE PROPERTY THAT IS DAMAGED BY THE CONTRACTOR OR THEIR SUBCONTRACTOR'S OPERATIONS DURING INSTALLATION OR DURING THE SPECIFIED MAINTENANCE PERIOD. CALL FOR UTILITY LOCATIONS PRIOR TO ANY EXCAVATION.
- THE CONTRACTOR SHALL REPORT ANY DISCREPANCY IN PLAN VS. FIELD CONDITIONS IMMEDIATELY TO THE LANDSCAPE ARCHITECT, PRIOR TO CONTINUING WITH THAT PORTION OF WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY OF THEIR TRENCHES OR EXCAVATIONS THAT SETTLE.
- ALL NURSERY STOCK SHALL BE WELL BRANCHED, HEALTHY, FULL, PRE-INOCULATED AND FERTILIZED. DECIDUOUS TREES SHALL BE FREE OF FRESH SCARS. TRUNKS WILL BE WRAPPED IF NECESSARY TO PREVENT SUN SCALD AND INSECT DAMAGE. THE LANDSCAPE CONTRACTOR SHALL REMOVE THE WRAP AT THE PROPER TIME AS A PART OF THIS CONTRACT.
- ALL NURSERY STOCK SHALL BE GUARANTEED, BY THE CONTRACTOR, FOR ONE YEAR FROM DATE OF FINAL INSPECTION.
- AMENDED SOIL SHALL BE PROVIDED AND GRADED BY THE GENERAL CONTRACTOR UP TO 6 INCHES BELOW FINISHED GRADE IN TURF AREAS AND 18 INCHES IN PLANTING AREAS.
- PLANTING AREA SOIL SHALL BE AMENDED WITH 25% SPHAGNUM PEATMOSS, 5% HUMUS AND 65% PULVERIZED SOIL FOR ALL SHRUB, ORNAMENTAL GRASS, PERENNIAL AND ANNUAL BEDS. AMENDED TURF AREA SOIL SHALL BE STANDARD TOPSOIL.
- SOD LIMIT LINES ARE APPROXIMATE. CONTRACTOR SHALL SOD ALL AREAS WHICH ARE DISTURBED BY GRADING AND CONSTRUCTION.
- CONTRACTOR SHALL INSTALL SHREDDED HARDWOOD MULCH AT A 3" DEPTH TO ALL TREES, SHRUB, PERENNIAL, AND GROUND COVER AREAS. TREES PLACED IN AREA COVERED BY TURF SHALL RECEIVE A 4 FT WIDE MAXIMUM TREE RINGS WITH 3" DEPTH SHREDDED HARDWOOD MULCH. A SPADED BED EDGE SHALL SEPARATE MULCH BEDS FROM TURF OR SEEDS AREAS. A SPADED EDGE IS NOT REQUIRED ALONG CURBED EDGES.
- WEED FABRIC SHALL ONLY BE APPLIED UNDER DECORATIVE STONE APPLICATIONS.
- DO NOT DISTURB THE EXISTING PAVING, LIGHTING, OR LANDSCAPING THAT EXISTS ADJACENT TO THE SITE UNLESS OTHERWISE NOTED ON PLAN.
- PLANT QUANTITIES SHOWN ARE FOR THE CONVENIENCE OF THE OWNER AND JURISDICTIONAL REVIEW AGENCIES. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL PLANT QUANTITIES AS DRAWN.
- THE OWNER'S REPRESENTATIVE MAY REJECT ANY PLANT MATERIALS THAT ARE DISEASED, DEFORMED, OR OTHERWISE NOT EXHIBITING SUPERIOR QUALITY.
- THE CONTINUED MAINTENANCE OF ALL REQUIRED LANDSCAPING SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY ON WHICH SAID MATERIALS ARE REQUIRED. ALL PLANT MATERIALS REQUIRED BY THIS SECTION SHALL BE MAINTAINED AS LIVING VEGETATION AND SHALL BE PROMPTLY REPLACED IF THE PLANT MATERIAL HAS DIED PRIOR TO FINAL ACCEPTANCE. PLANTING AREAS SHALL BE KEPT FREE OF TRASH, LITTER, AND WEEDS AT ALL TIMES.



CRYSTAL LOFT
TOWNHOME
CONDOMINIUMS.
CONVERSION OF
EXISTING BUILDING TO:
9 TOWNHOMES AND
ADDITION OF 5 NEW
TOWNHOMES

214 S. 13TH AVENUE
ST. CHARLES ILLINOIS
60174

OWNER:
CRYSTAL LOFT
TOWNHOMES LLC
1847 W. BERTEAU
CHICAGO, IL 60614
T: 312.209.9502
michaelheise@gmail.com

I HEREBY CERTIFY THAT THESE
DRAWINGS AND SPECIFICATIONS
WERE PREPARED UNDER MY
PERSONAL SUPERVISION AND
TO THE BEST OF MY KNOWLEDGE,
CONFORM WITH ALL PERTINENT
CITY CODES AND ORDINANCES



#001-017106
EXPIRES 11.30.2020

NO.	DATE	ISSUED FOR PERMIT CORRECTIONS	DESCRIPTION
1			
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LANDSCAPE PLAN

L100



- SHEET NO. **A210**