



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item Number: 4b

Title:

Plan Commission recommendation to approve a Preliminary and Final Plat of Subdivision for Pheasant Run Resort Subdivision.

Presenter:

Russell Colby

Meeting: Planning & Development Committee

Date: September 14, 2020

Proposed Cost: \$

Budgeted Amount: \$

Not Budgeted:

Executive Summary *(if not budgeted please explain):*

The subject property is the former Pheasant Run Resort facility, comprising 46 acres at the southeast corner of E. Main St./IL Route 64 and Kautz Road. (The adjacent golf course is owned by the DuPage Airport Authority and is not part of the proposed subdivision.)

The proposal is to subdivide the property into 3 lots fronting on Main Street. The purpose of the subdivision is to facilitate the reuse and/or redevelopment of the property for commercial uses:

- Lot 1: The Mega Center and adjacent parking field. (A separate agenda item is being presented regarding an incentive agreement for McGrath Honda to relocate and expand to Lot 1.)
- Lot 2: The former main resort buildings, with the exception of smaller outbuildings and an older western wing of the hotel that is partially on Lot 3.
- Lot 3: The mostly undeveloped corner parcel at the Main St./Kautz Rd. intersection.

The scope of review of the subdivision applications is limited to the overall lot layout, site access and adequacy of utilities to service each proposed lot.

The former resort is served by a mix of private and public utilities, and most on-site systems are private and require upgrade or replacement in order to serve multiple lots. Upgrades can occur as each lot is redeveloped, however, the sanitary sewer lift station, which serves all of the lots in the subdivision, needs to be upgraded to a public system before the property ownership is separated.

Engineering plans have been submitted and reviewed by staff. Although plans are not at 100% design, the plans are adequate for estimating the cost of the financial guarantee that is required to be posted with the City at the time the subdivision plat is recorded.

For large subdivisions with public improvements, City Code requires the subdivider to sign a Land Improvement Agreement outlining the responsibilities for completion of the improvements. Staff and the City Attorney have worked with the applicant to adapt the standard agreement form contained in the City Code to better fit the project. This agreement is attached for information only, and is to be signed by the Mayor prior to recording of the plat and posting of the financial guarantee.

Plan Commission Recommendation

Plan Commission reviewed the applications on August 4, 2020 and recommended approval, subject to resolution of staff comments.

Attachments *(please list):*

Plan Commission Resolution, Staff Memo, Application, Plat, Land Improvement Agreement draft

Recommendation/Suggested Action *(briefly explain):*

Plan Commission recommendation to approve a Preliminary and Final Plat of Subdivision for Pheasant Run Resort Subdivision.

City of St. Charles, Illinois
Plan Commission Resolution No. 16-2020

**A Resolution Recommending Approval of a Preliminary and Final Plat of
Subdivision for Pheasant Run Resort Subdivision (Saint Charles Resort LLC)**

Passed by Plan Commission on August 4, 2020

WHEREAS, it is the responsibility of the St. Charles Plan Commission to review requests for Preliminary and Final Plat of Subdivision; and

WHEREAS, the Plan Commission has reviewed the Preliminary and Final Plat of Subdivision for Pheasant Run Resort Subdivision (Saint Charles Resort LLC); and

WHEREAS, the Plan Commission finds the Final Plat of Subdivision to be in conformance with the requirements of Title 16 of the City Code entitled, "Subdivisions and Land Improvement"; and

NOW, THEREFORE, be it resolved by the St. Charles Plan Commission to recommend to the City Council approval of the Preliminary and Final Plat of Subdivision for Pheasant Run Resort Subdivision (Saint Charles Resort LLC); contingent upon the resolution of all staff comments prior to City Council action.

Roll Call Vote:

Ayes: Pretz, Purdy, Kessler, Wallace, Holderfield, Vargulich, Becker, Melton, Funke

Nays: None

Absent: None

Motion carried: 9-0

PASSED, this 4th day of August 2020.

Chairman
St. Charles Plan Commission

Community & Economic Development

Phone: (630) 377-4443



Staff Report

TO: Chair Rita Payleitner
And the Members of the Planning & Development Committee

FROM: Russell Colby
Assistant Director of Community & Economic Development

RE: Pheasant Run Resort Subdivision

DATE: September 8, 2020

I. APPLICATION INFORMATION:

Project Name: Pheasant Run Resort Subdivision

Applicant: Saint Charles Resort, LLC

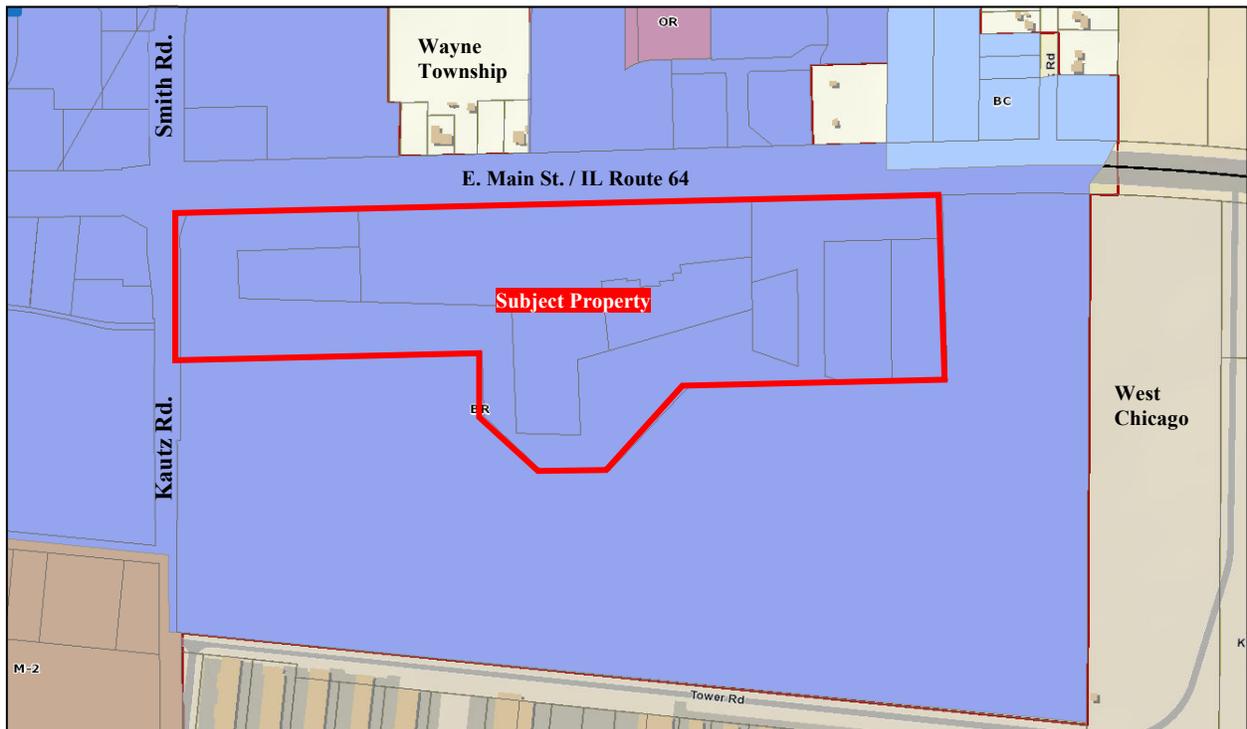
Purpose: Subdivide former Resort property into three commercial lots

General Information:		
Site Information		
Location	Former Pheasant Run Resort, 4051 E. Main St.	
Acres	46 acres (excludes Golf Course property- under separate ownership)	
Application:	Preliminary Plat of Subdivision Final Plat of Subdivision	
Applicable City Code Sections	Title 16, Subdivisions and Land Improvement Title 17, Chapter 17.14 – Business and Mixed Use Districts	
Existing Conditions		
Land Use	Former hotel/resort and exposition center	
Zoning	BR Regional Business District, Special Use for Golf Course	
Zoning Summary		
North	BR Regional Business District Unincorporated Wayne Township property	McDonalds, Walmart, Fox Valley Volkswagen, Culver's, Hilton Garden Inn, houses, farm land
East	BR Regional Business District (DuPage Airport Authority)	Golf course maintenance facility and Golf Course
South	BR Regional Business District (DuPage Airport Authority)	Golf Course
West	BR Regional Business District - PUD	Eastgate Commons shopping center- Target and Portillo's
Comprehensive Plan Designation		
Hotel Property: Corridor and Regional Commercial; Golf Course property: Open Space		

Aerial Photograph



Zoning Map



II. PROJECT OVERVIEW:

BACKGROUND

The subject property is the former Pheasant Run Resort facilities, comprising 46 acres at the southeast corner of E. Main St./IL Route 64 and Kautz Road.

Prior to 2017, the golf course property to the south was owned in common with the subject property. The golf course is now owned by the DuPage Airport Authority and had recently been operated by the resort under a lease agreement.

Pheasant Run Resort opened in 1963 and was annexed into the City of St. Charles in 1965. The facility was expanded incrementally through the early 2000s. Major additions include the 16-story hotel tower in 1980 and the Mega Center convention space in 1985. The resort closed in February 2020.

PROPOSAL

The proposal is to subdivide the subject property into 3 lots fronting on Main Street. The purpose of the subdivision is to facilitate the reuse and/or redevelopment of the property for commercial uses:

- Lot 1: The Mega Center and adjacent parking field.
- Lot 2: The former resort buildings (with the exception of smaller outbuildings and an older western wing of the hotel that is partially on Lot 3)
- Lot 3: The mostly undeveloped corner parcel at the Main St./Kautz Rd. intersection.

No specific development or redevelopment of the property is being presented with the subdivision.

As such, the scope of review is limited the overall lot layout, site access and adequacy of utilities to service each proposed lot.

III. ANALYSIS OF PLANS

Zoning Compliance

The property is zoned BR Regional Business District, with a Special Use for a Golf Course.

The proposed lots comply with the minimum required standards of the BR Regional Business District.

Utility and Drainage Easements

The required perimeter Public Utility and Drainage Easements have been provided along the boundaries of each lot. The easements are wider in areas where public utility mains are planned or anticipated.

Utility Systems

The Pheasant Run Resort is served by a mix of private and public utilities. Most of the on-site utility systems are private and outdated and require upgrade or replacement to service multiple building lots. Staff is currently reviewing engineering plans for the required subdivision utility improvements.

- The City's Electric Utility provides service to the property via a service connection point at the southeast corner of Route 64 and Kautz Rd. All other electric infrastructure on site is private. A new electric distribution system will need to be extended along the Route 64 frontage to create a looped system. A pipe crossing under Route 64 is available near the east end of the property to connect to the electric system on the north side of Route 64.
- Portions of the resort buildings are served by private water supply wells. Redevelopment will require abandonment of any private wells and connection to the City's public water system. Watermain exists along the Route 64 frontage and is available to serve each lot.
- Sanitary sewer service is currently provided via a private lift station south of the resort tower building. A private sanitary sewer extends south and west from the lift station through the golf course property, connecting to the City trunk sewer in Kautz Road (at the intersection with Tower Rd.) Private easements exist for the sanitary service line to cross the golf course property. This private lift station and service line cannot serve multiple property owners under Illinois EPA requirements without being deemed a public system; therefore a new public sanitary sewer system must be installed with the subdivision.
- A new publicly-owned lift station is proposed to provide sanitary sewer service to each lot. The lift station would be located near the existing lift station, but the sanitary sewer main leaving the station would be routed directly west along the south boundary of the subdivision to Kautz Road. A preliminary engineering layout has been provided depicting this improvement. This system will be a required land improvement with the subdivision and the subdivider will be required to post a financial guarantee for this work in accordance with the procedures outlined in the Subdivision Code.

Utility Plan Review

The applicant's engineer, with guidance from City staff, developed plans for the sanitary sewer lift station to ensure the design meets the City's specifications and is adequately sized to serve the anticipated future uses within the subdivision. The lift station location and sanitary sewer routing has been finalized and the appropriate easements are shown on the plat.

Stormwater Management

An interconnected series of drainage routes and ponds exists within the site and drain into the golf course property to the south. Although these ponds provide for stormwater drainage, no formal stormwater management system exists on the property.

Stormwater Management will need to be addressed with the redevelopment of each parcel, depending on the extent of site disturbance and changes to the impervious surface on each lot. Stormwater Management permits will be required with redevelopment of the lots and associated drainage or stormwater easements would be provided at that time.

Access

Access to the property is provided from IL Route 64/Main St. and Kautz Rd. IL Route 64 is under the jurisdiction of the Illinois Department of Transportation:

- Full access from Route 64 is limited to the existing signalized intersection at the main entrance to the site. A cross access easement will provide for access from the signalized intersection to Lots 1 and 2 via the existing entrance drive.
- Right-in/Right-out access points to Route 64 exist on Lot 1 and Lot 3.
- IDOT will need to review and sign the Plat of Subdivision and may require additional notes or access restrictions be placed on the plat.

Kautz Road is under City of St. Charles jurisdiction:

- An existing access near Route 64 is limited to right-in/out traffic due to a barrier median in Kautz Road. This access should be removed in the future if not needed, as the drive is located close to the signalized intersection.
- A new full access to Lot 3 would need to be placed further south to align with the East Gate Commons shopping center access drive.
- A right-of-way dedication is shown along Kautz Road.

Cross access should be provided across Lots 2 and 3 to allow traffic to enter and exit the subdivision from both Route 64 and Kautz Road.

Sidewalks

Public sidewalk is typically required along all street frontages and to access each lot in the subdivision.

- Public Sidewalk does not exist along the south side of Route 64 fronting the subdivision, however there is a sidewalk along the north side of Route 64 that is connected to the property via a pedestrian crossing at the signalized intersection.
- Public Sidewalk does not exist along the east side of Kautz Road fronting the subdivision, however there is a sidewalk along the west side of Kautz Road.
- At the Route 64/Kautz Road intersection, cross walks exist on the north and west legs of the intersection only. No crosswalks connect to the subdivision.

This property is generally at the east end of the City's pedestrian circulation system and may be adequately served by interconnecting the existing crosswalk at Route 64 and the future site entrance at Kautz Rd. and the East Gate Commons drive.

Given the existing improvements on the property, it may be more practical to require sidewalks or other internal pedestrian circulation routes be constructed when the lots are redeveloped.

IV. RECOMMENDATION

Review the Preliminary/Final Plat of Subdivision.

Staff has found the application materials to be complete and the Plat to be substantially in compliance with the all code requirements.

Staff recommends approval subject to addressing all other outstanding staff comments.

V. ATTACHMENTS

- Applications
- Proposed plans (Subdivision Plat and engineering overview)

CITY OF ST. CHARLES
TWO EAST MAIN STREET
ST. CHARLES, ILLINOIS 60174-1984

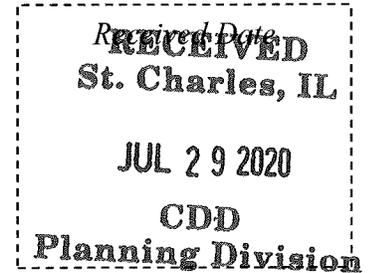


COMMUNITY DEVELOPMENT DIVISION

PHONE: (630) 377-4443 EMAIL: cd@stcharlesil.gov

PRELIMINARY PLAT OF SUBDIVISION APPLICATION

For City Use	
Project Name:	<u>Pheasant Run Resort Subdivision</u>
Project Number:	<u>2020 -PR- 010</u>
Cityview Project Number:	<u>PLPP202000037</u>



To request preliminary approval of a subdivision, complete this application and submit it with all required attachments to the Planning Division.

When the application is complete City staff will distribute the plans to other City departments for review. When the staff has determined that the plans are ready for Plan Commission review, we will place the proposed subdivision on a Plan Commission meeting agenda.

The information you provide must be complete and accurate. If you have any questions, please call the Planning Division and we will be happy to assist you.

1. Property Information:	Location:	
	46.13 acres at southeast corner of Rt. 64 and Kautz Road, St. Charles, IL	
	Parcel Number (s):	
	Attached and Exhibit A	
	Proposed Subdivision Name:	
	Pheasant Run Resort Subdivision	
2. Applicant Information:	Name	Phone
	Saint Charles Resort, LLC	305-503-4056
	Address	Fax
	1111 Lincoln Road, Suite 802	
	Miami Beach, FL 33139	Email
		lgolinsky@eightfoldcapital.com
3. Record Owner Information:	Name	Phone
	Same as Applicant	
	Address	Fax
		Email

Please check the type of application:

- Preliminary Plat of Subdivision** (Final Plat of Subdivision to be filed later)
- Combined Preliminary-Final Review Process** (Final Plat Application filed concurrently)

This application is not required for:

- **Minor Subdivision** – File only a Minor Subdivision - Final Plat application (Minor Subdivision per City Code Section 16.04.040: Meets all subdivision design standards, no more than 4 lots, no utility extensions or new streets, no stormwater detention required, lots meet minimum zoning standards)
- **Planned Unit Developments - PUD** (The PUD Preliminary Plan Application should be filed instead)

Attachment Checklist:

For Combined Preliminary-Final Review or where multiple applications have been submitted concurrently, do not submit duplicate checklist items or plans. Fee must be paid for each application.

APPLICATION FEE:

Application fee in accordance with Appendix A of the Subdivision Code. Refer to attached Schedule of Application Fees.

REIMBURSEMENT OF FEES AGREEMENT:

An original, executed Reimbursement of Fees Agreement and deposit of funds in escrow with the City, as provided by Exhibit B of the Zoning Ordinance.

REIMBURSEMENT OF FEES INITIAL DEPOSIT:

Deposit of funds in escrow with the City. Required deposit is based on review items (number of applications filed) and the size of the site:

Number of Review Items	Under 5 Acres	5-15 Acres	16-75 Acres	Over 75 Acres
1	\$1,000	\$2,000	\$3,000	\$4,000
2 or 3	\$2,000	\$4,000	\$5,000	\$7,000
4 or more	\$3,000	\$5,000	\$7,000	\$10,000

PROOF OF OWNERSHIP and DISCLOSURE:

Submit one of the following:

- a) A current title policy report; or
- b) A deed and a current title search.

If the owner is not the applicant, submit the attached Ownership Authorization form to permit the applicant to act on the owner's behalf. If the owner or applicant is a Trust, a disclosure of all beneficiaries; if the owner or applicant is a Partnership, a disclosure of all partners; if the owner or applicant is a Corporation, a disclosure of all owners with an interest of at least ten percent (10%).)

NOTE: Private covenants and deed restrictions can limit private property rights with respect to the use of land even though the City's Zoning Ordinance may authorize the use or a less restrictive use. We strongly advise that you perform a title search on the property to determine if there any private covenants containing use restrictions

or other deed restrictions. As those private covenants and deed restrictions may conflict with the City's Zoning Ordinance, it is further recommended that you consult with an attorney to obtain an opinion with respect to whether your intended use is compatible with those restrictions.

LEGAL DESCRIPTION:

For entire subject property, on 8 1/2 x 11 inch paper

PLAT OF SURVEY:

A current plat of survey for the Subject Realty showing all existing improvements on the property, prepared by a registered Illinois Professional Land Surveyor.

SOIL AND WATER CONSERVATION DISTRICT APPLICATION:

Copy of completed Land Use Opinion application as required by state law, as submitted to The Kane-Dupage Soil and Water Conservation District. <http://www.kanedupageswcd.org/>

Submit the application form and fee directly to the Kane-DuPage Soil and Water Conservation District. Provide a copy with this application.

ENDANGERED SPECIES REPORT:

Copy of Endangered Species Consultation Agency Action to be filed with the Illinois Department of Natural Resources. <http://dnr.illinois.gov/EcoPublic/>

Fill out the online form, print the report and submit with this application.

PLANS:

All required plans shall be drawn on sheets no larger than 24" x 36", unless the Director of Community Development permits a larger size when necessary to show a more comprehensive view of the project. All required plans shall show north arrow and scale, and shall be drawn at the same scale (except that a different scale may be used to show details or specific features). All plans shall include the name of the project, developer or owner of site, person or firm preparing the plan, and the date of plan preparation and all revisions.

Copies of Plans:

Initial Submittal - Ten (10) full size copies, Three (3) 11" by 17", and a PDF electronic file (On a CD-ROM or may be emailed to the Project Manager). For subsequent submittals, please contact the Project Manager to determine how many copies are required.

SUBDIVISION PLAT DRAWING REQUIREMENTS/CHECKLIST:

Complete the attached checklist and ensure that all required information is included on the plat.

PRELIMINARY ENGINEERING PLANS – DRAWING REQUIREMENTS/CHECKLIST:

Complete the attached checklist and ensure that all required information is included on the Preliminary Engineering Plans.

/A **STORMWATER MANAGEMENT:**

Written information (reports, calculations, etc.) as described in the Stormwater Management Requirements for Preliminary Plans (attached).

/A **TREE PRESERVATION PLAN:**

Tree Preservation Plan when required in accordance with Chapter 8.30 of the St. Charles Municipal Code. The information required for this plan may be included as part of the Landscape Plan set. See attachment, "Tree Preservation Requirements for Preliminary Plans".

DEPARTURES FROM SUBDIVISION CODE STANDARDS:

List any requests for departures from the requirements of Title 16, "Subdivisions and Land Improvement," and reasons for requesting each departure.

/A **PARK AND SCHOOL LAND/CASH WORKSHEETS:**

For residential developments, Park and School land/cash worksheets in accordance with Title 16 of the St. Charles Municipal Code with population projections establishing anticipated population and student yields.

/A **INCLUSIONARY HOUSING SUMMARY:**

For residential developments, submit information describing how the development will comply with the requirements of Title 19, "Inclusionary Housing" of the St. Charles Municipal Code.

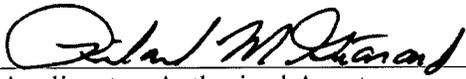
I (we) certify that this application and the documents submitted with it are true and correct to the best of my (our) knowledge and belief.



6/27/20

Record Owner

Date



6/27/20

Applicant or Authorized Agent

Date

CITY OF ST. CHARLES

TWO EAST MAIN STREET
ST. CHARLES, ILLINOIS 60174-1984

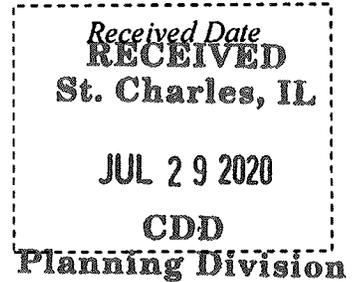


COMMUNITY DEVELOPMENT DIVISION

PHONE: (630) 377-4443 EMAIL: cd@stcharlesil.gov

FINAL PLAT OF SUBDIVISION APPLICATION

For City Use	
Project Name:	<u>Pheasant Run Resort Subdivision</u>
Project Number:	<u>2020 -PR- 010</u>
Cityview Project Number:	<u>PLFA202000038</u>



To request approval of Final Plat for a Subdivision, complete this application and submit it with all required attachments to the Planning Division.

When this application is complete and the plans are substantially in compliance with requirements, the Final Plat will be placed on a Plan Commission agenda for review.

The information you provide must be complete and accurate. If you have any questions, please call the Planning Division and we will be happy to assist you.

1. Property Information:	Location:	46.13 acres at southeast corner of Rt. 64 and Kautz Road, St. Charles	
	Parcel Number (s):	Attached and Exhibit A	
	Proposed Subdivision Name:	Pheasant Run Resort Subdivision	
2. Applicant Information:	Name	Saint Charles Resort, LLC	Phone 305-503-4056
	Address	1111 Lincoln Road, Suite 802 Miami Beach, FL 33139	Fax
			Email lgolinsky@eightfoldcapital.com
3. Record Owner Information:	Name	Same as Applicant	Phone
	Address		Fax
			Email

Please check the type of application:

- Subdivision:**
 - Preliminary Subdivision Plat was previously approved by the City
 - Combined Preliminary-Final Review Process (Preliminary Plat Application filed concurrently)
- Planned Unit Development (PUD):**
 - PUD Preliminary Plan was previously approved by the City
 - Combined Preliminary-Final Review Process (PUD Preliminary Plan Application filed concurrently)
 - PUD Final Plan application filed concurrently

This application is not required for a Minor Subdivision (Per City Code Section 16.04.040: Meets all subdivision design standards, no more than 4 lots, no utility extensions or new streets, no stormwater detention required, lots meet minimum zoning standards)

Attachment Checklist:

For Combined Preliminary-Final Review or where multiple applications have been submitted concurrently, do not submit duplicate checklist items or plans. Fee must be paid for each application.

- APPLICATION FEE:**
Application fee in accordance with Appendix A of the Subdivision Code. (\$300)
- REIMBURSEMENT OF FEES AGREEMENT:**
An original, executed Reimbursement of Fees Agreement and deposit of funds in escrow with the City, as provided by Appendix B of the Zoning Ordinance.
- REIMBURSEMENT OF FEES INITIAL DEPOSIT:**
Deposit of funds in escrow with the City. Required deposit is based on review items (number of applications filed) and the size of the site:

Number of Review Items	Under 5 Acres	5-15 Acres	16-75 Acres	Over 75 Acres
1	\$1,000	\$2,000	\$3,000	\$4,000
2 or 3	\$2,000	\$4,000	\$5,000	\$7,000
4 or more	\$3,000	\$5,000	\$7,000	\$10,000

- FEE FOR INSTALLATION OF CITY BENCHMARKS:**
Payment for installation of City benchmarks in accordance with Appendix F of the Subdivision Code. Required payment is based on the size of the subdivision:

Subdivision Acreage	Number of Benchmarks	Fee at \$2500 per Benchmark
20+	2	\$5000
10 to 20	1	\$2500
5 to 10	0.5	\$1250
1 to 5	0.25	\$625
Less than 1	0.10	\$250

PROOF OF OWNERSHIP and DISCLOSURE:

Submit one of the following:

- a) A current title policy report; or
- b) A deed and a current title search.

If the owner is not the applicant, an original letter of authorization from the owner permitting the applicant to act on his/her behalf is required. If the owner or applicant is a Trust, a disclosure of all beneficiaries; if the owner or applicant is a Partnership, a disclosure of all partners; if the owner or applicant is a Corporation, a disclosure of all owners with an interest of at least ten percent (10%).

NOTE: Private covenants and deed restrictions can limit private property rights with respect to the use of land even though the City's Zoning Ordinance may authorize the use or a less restrictive use. We strongly advise that you perform a title search on the property to determine if there any private covenants containing use restrictions or other deed restrictions. As those private covenants and deed restrictions may conflict with the City's Zoning Ordinance, it is further recommended that you consult with an attorney to obtain an opinion with respect to whether your intended use is compatible with those restrictions.

PLANS:

All required plans shall be drawn on sheets no larger than 24" x 36", unless the Director of Community Development permits a larger size when necessary to show a more comprehensive view of the project. All required plans shall show north arrow and scale, and shall be drawn at the same scale (except that a different scale may be used to show details or specific features). All plans shall include the name of the project, developer or owner of site, person or firm preparing the plan, and the date of plan preparation and all revisions.

Copies of Plans:

Ten (10) full size copies, Three (3) 11" by 17", and a PDF electronic file (On a CD-ROM or may be emailed to the Project Manager). For subsequent submittals, please contact the Project Manager to determine how many copies are required.

SUBDIVISION PLAT – DRAWING REQUIREMENTS/CHECKLIST:

Complete the attached checklist and ensure that all required information is included on the plat.

FINAL ENGINEERING PLANS – DRAWING REQUIREMENTS/CHECKLIST:

Complete the attached checklist and ensure that all required information is included on the Final Engineering Plans.

ENGINEER'S COST ESTIMATE SPREADSHEET:

See attached form.

N/A **STORMWATER MANAGEMENT PERMIT APPLICATION (if not already filed)**

N/A **STORMWATER REPORT**

FINANCIAL GUARANTEE & LAND IMPROVEMENT AGREEMENT

When submitting the application, provide a draft or description of the proposed guarantee for the payment and completion of Land Improvements (consisting of proposed form, amount and provider of completion guarantee collateral - bond, cash, or letter of credit).

- For Letter of Credit form, see City Code Title 16, Appendix C.
- For Land Improvement Agreement, see City Code Title 16, Appendix D.

A Financial Guarantee and Land Improvement Agreement must be provided prior to the City signing the Final Plat of Subdivision and recording the plat.

☐ COPIES OF THIRD PARTY PERMIT/APPROVALS

- Illinois EPA Water Pollution Control Permit for sanitary sewer extension
- Illinois EPA Division of Public Water Supplies Permit for water mains
- Notice of Intent (NOI) letter/permit for NPDES Stormwater Discharge for sites 5 acres and larger
- IDNR Office of Water Resources Permit (for work in flood plain)
- Wetlands Permit from Army Corps of Engineers
- Kane County DOT and/or IDOT signature on Final Plat (if applicable)
- Offsite easements and right of way necessary to construct the required Land Improvements

N/A **☐ PARK AND SCHOOL LAND/CASH WORKSHEETS:**

For residential developments, Park and School land/cash worksheets in accordance with Title 16 of the St. Charles Municipal Code with population projections establishing anticipated population and student yields.

N/A **☐ INCLUSIONARY HOUSING SUMMARY:**

For residential developments, submit information describing how the development will comply with the requirements of Title 19, "Inclusionary Housing" of the St. Charles Municipal Code.

I (we) certify that this application and the documents submitted with it are true and correct to the best of my (our) knowledge and belief.

Saint Charles Resort, LLC

June 26, 2020

Record Owner

Date



6/26/2020

Applicant or Authorized Agent
Ronald E Schrager

Date

**OWNERSHIP DISCLOSURE FORM
LIMITED LIABILITY COMPANY (L.L.C.)**

STATE OF ILLINOIS)
) SS.
KANE COUNTY)

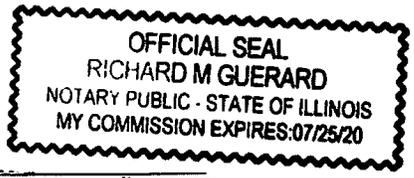
I, Ronald E Schrager, being first duly sworn on oath depose and say that I am
Manager of Saint Charles Resort, LLC, an Illinois Limited Liability
Company (L.L.C.), and that the following persons are all of the members of the said L.L.C.:

<u>Saint Charles Resort Holdins, LLC</u>	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

By: *Ronald E Schrager*, Manager

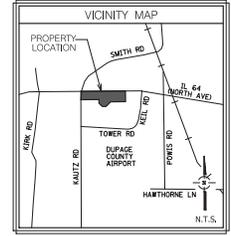
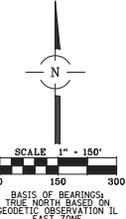
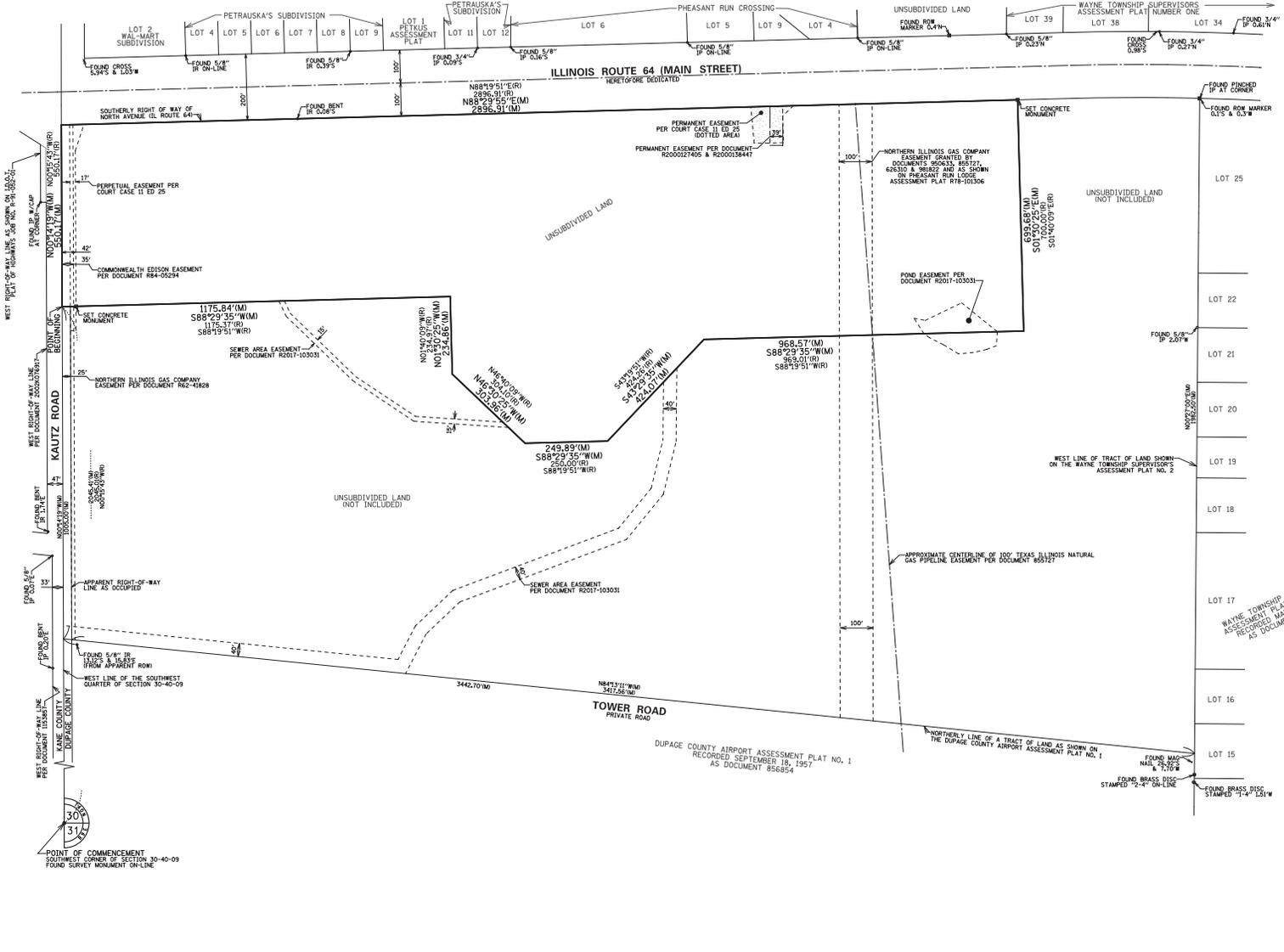
Subscribed and Sworn before me this 26th day of
June, 2020.

Richard M Guerard
Notary Public



PHEASANT RUN RESORT SUBDIVISION

THAT PART OF THE SOUTH HALF OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS



WAYNE TOWNSHIP SUPERVISORS
ASSESSMENT PLAT NUMBER ONE
RECORDED IN PLAT NUMBER 31,
AS DOCUMENT 472539

EXISTING BOUNDARY AND EASEMENT INFORMATION

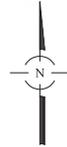
REVISIONS:		CONSULTING ENGINEERS	DATE: 06/05/2020
06/24/2020		SITE DEVELOPMENT ENGINEERS	JOB NO: 9350
07/30/2020		LAND SURVEYORS	FILENAME:
08/07/2020			9350SUB-01
08/11/2020			
09/02/2020			SHEET

FOR REVIEW
PURPOSES ONLY

PREPARED FOR:
LINCOLN PROPERTY COMPANY
1110 - JERICHO BOULEVARD, SUITE 300
DAN BROOK, IL 60522

9575 W. Higgins Road, Suite 700, Rosemont, Illinois 60018
Phone: (847) 696-4560 Fax: (847) 696-4065

PHEASANT RUN RESORT SUBDIVISION OVERLAY EXHIBIT



BASIS OF BEARINGS:
TRUE NORTH BASED ON
GEODETIC OBSERVATION IL
EAST ZONE

PUE = PUBLIC UTILITY AND
DRAINAGE EASEMENT
HEREBY GRANTED
PSE = PUBLIC SANITARY EASEMENT
HEREBY GRANTED

REVISIONS:	
07/31/2020	
08/07/2020	
09/02/2020	



CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

DATE: 06/24/2020
JOB NO: 9350

9575 W. Higgins Road, Suite 700,
Rosemont, Illinois 60018
Phone: (847) 696-4860 Fax: (847) 696-4865

FILENAME:
9350E-XI-OVERLAY
SHEET
1 OF 1

FOR REVIEW
PURPOSES ONLY

LAND IMPROVEMENT AGREEMENT

THIS AGREEMENT ("Agreement") made and entered into this ____ day of September, 2020, by and between the CITY OF ST. CHARLES, Kane and DuPage Counties, Illinois, a municipal corporation of the State of Illinois, having its principal offices at Two E. Main Street, St. Charles, Illinois (hereinafter called the "City") and SAINT CHARLES RESORT, LLC, a Delaware limited liability company (hereinafter called "Developer").

WITNESSETH:

WHEREAS, on or about June 29th, 2020, Developer, as applicant, filed an application with the City for the approval of a final plat of subdivision (the "Final Plat") with respect to the property owned by the Developer and legally described on Exhibit A (the "Subject Realty"); and

WHEREAS, the Final Plat (an unrecorded copy of which is attached hereto as Exhibit B), when recorded, will subdivide the Subject Realty into "Lot 1", "Lot 2", and "Lot 3" (each a "Lot" and collectively the "Lots") of the Final Plat of Subdivision of the Pheasant Run Resort (the "Project"); and

WHEREAS, once the Final Plat is recorded, the Developer shall construct a sanitary lift station, associated force main, transmission line and related on-site and off-site improvements to serve the Project (hereinafter referred to as the "Land Improvements"); and

WHEREAS, the Developer has contracted to sell to Lot 1 of the Project, for the proposed development of the eastern approximate 6 acres of Lot 1 with a Honda new vehicle dealership (the "Honda Development"); and

WHEREAS, it is the desire of the City to facilitate the Honda Development of Lot 1; and

WHEREAS, the Final Plat, when recorded, will itself create easements to be dedicated to the City which are intended to be the site for the construction by Developer as soon as practicable of the Land Improvements for the benefit of all Lots within the Subdivision, subject to the ordinances, codes and regulations of City, County and State regulations and permits, pursuant to this Agreement; and

WHEREAS, the City is willing to approve the Final Plat for the Project provided that this Agreement is executed to insure the completion of certain improvements in accordance with applicable City ordinances, County and State regulations and permits and/or agreements between the City and Developer. The Project shall not be approved until this Agreement is executed; and

NOW, THEREFORE, it is mutually agreed as follows:

1. The foregoing recitals are material to this Agreement and are incorporated herein as though fully set forth in this Paragraph 1. The Parties hereby acknowledge the truth and accuracy of said recitals.

2. The Developer shall furnish, or cause to be furnished, at its own cost and expense, all the necessary materials, labor and equipment to complete the public and private on-site and off-site Land Improvements required by the St. Charles Municipal Code (the "City Code"). All Land Improvements shall be constructed in accordance with the standards, specifications, and requirements of the City of St. Charles. Such Land Improvements are identified on the Final Engineering Plans ("Final Engineering Plans") prepared by _____, entitled _____, dated _____, 20__, and bearing the latest revision date of _____, 20__, consisting of _____ sheets, together with any amendments thereto approved by the City, and shall be constructed in a good and workmanlike manner and in accordance with all pertinent ordinances and regulations of the City and/or other agreements between the City and the Developer

3. Attached hereto as Exhibit C is a complete cost estimate for the design, construction and oversight of the required Land Improvements. The City Code and/or any applicable ordinance or agreement provides that the Developer shall collateralize its obligation to construct all required Land Improvements. The Developer shall deposit with the City cash ("Cash Deposit") prior to the approval of the Final Plat of Subdivision by the City, in an amount as provided for in this Agreement.

Said Cash Deposit shall be not less than the greater of (i) one hundred fifteen percent (115%) of the Developer's engineer's estimate (the "Engineer's Estimate"), as approved by the Development Engineering Division Manager, of the costs of all required Land Improvements to be constructed, and (ii) One Million Two Hundred Ten Thousand Dollars (\$1,210,000.00).

To further collateralize its obligations to the City with respect to the Land Improvements, the Developer shall, as a condition to receiving a permit from the City, collaterally assign to the City all of the Developer's contracts with third parties for the construction of the Land Improvements, as well as all plans, studies and permits pertaining to such work. The said collateral assignment shall be in form and substance acceptable to the City.

The Cash Deposit shall be reduced from time to time, but in no event more frequently than monthly, based upon the Development Engineering Division Manager's determination of the value of any of the Land Improvements installed. The Development Engineering Division Manager's recommendation shall not be subject to question by the Developer. In no event shall the Cash Deposit be reduced to an amount less than one hundred fifteen percent (115%) of the Development Engineering Division Manager's estimate of the cost of completion of all remaining Land Improvements. So long as any portion of the Land Improvements remains uncompleted or unaccepted, the Developer shall maintain a sufficient Cash Deposit to guarantee completion of the Land Improvements. Failure of the Developer to maintain a sufficient Cash Deposit to guarantee completion of the Land Improvements shall be a breach of this Agreement. In no event shall the Development Engineering Division Manager's authorization for a reduction to the Cash Deposit constitute final acceptance of any of the Land Improvements. A Cash Deposit reduction request by the Developer shall be processed by the City within 21 days from the submission of a completed request for reduction by the Developer, which is in compliance with requirements of this Agreement and the following requirements:

When reducing the Cash Deposit, prior to each disbursement of funds by City to the Developer hereunder, it is a requirement of this Agreement that the Developer shall furnish or cause to be furnished to the City the following:

A. A sworn Owner's Statement disclosing the various contracts entered into by the Developer relating to the construction of the Land Improvements and setting forth the name of the contractors, their addresses, the kind of service, work or materials to be furnished, the amounts of such contracts, the amounts paid to date, if any, the amounts of current payments, if any, and the balances to become due, if any.

B. A sworn statement to Developer by the General Contractor setting forth the names and addresses of such persons furnishing labor, service or materials (*i.e.*, subtrades and material suppliers), the kind of labor, service or materials to be furnished, the amounts of the contracts, amounts paid to date, if any, amount of current payments, if any, and balances to become due, if any.

C. Certification by the Developer's Engineer, in the form of a revised stamped Engineer's Estimate, itemizing work completed and the corresponding amount of the current reduction of Cash Deposit requested by the Developer, and certification that the work has been installed, inspected and approved by City staff in accordance with the City Code.

In the event that the Developer requests an extension of time to complete the Land Improvements, as described in Section 10 below, the Developer shall submit a new Cash Deposit in an amount equal to the original Cash Deposit (minus any reductions described in the preceding paragraph) plus an additional amount equal to the percentage increase in the ENR: Engineering News-Record 20 Cities Construction Cost Index, published weekly by McGraw Hill Information Systems Co., from the date of the original Cash Deposit to the date of the extension granted by the City. In the event said index is no longer published, then the Consumer Price Index of the U.S. Department of Labor—Transportation Group, Chicago-Gary-Kenosha shall be used to calculate the increased amount. In no event shall the amount of the Cash Deposit be lower than the original amount, other than to reflect reductions described in the preceding paragraph. It shall be the Developer's responsibility to provide the appropriate documentation to the City regarding the index statistics. Notwithstanding anything stated in this Agreement to the contrary, the City will accept a joint written direction from the Developer and McGrath Motors, Inc., an Illinois corporation, ("McGrath") to pay directly to McGrath any excess Cash Deposit and Maintenance Cash Deposit funds remaining on deposit with the City after acceptance by the City of the Land Improvements and completion of the twelve (12) months Developer Guarantee required in paragraph 10 of this Agreement, to a maximum amount payable to McGrath of Seven Hundred Ten Thousand Dollars (\$710,000.00).

4. Developer shall furnish qualified field supervision for the installation of all Land Improvements in the person of a professional engineer licensed in the State of Illinois.

5. Developer shall have otherwise paid to the City for any and all outstanding fees, costs or other sums that may be outstanding and due the City and will pay to the City all plan review, inspection and other fees as required by the City's form of Reimbursement of Fees Agreement executed by the Developer or otherwise required by the City Code.

6. The Developer shall furnish the City with evidence of liability insurance in the amount of at least \$1,000,000/\$5,000,000 covering the construction activities of the Developer contemplated by this Agreement. Such insurance shall be written by a company rated by Best Reporting Service A VI or better. Such certificate of insurance shall be deposited before the commencement of any work by the Developer. The policy shall provide a thirty (30) day "prior

notice of termination" provision in favor of the City. Should the Developer allow such liability insurance to terminate prior to the final acceptance of all of the Land Improvements, the City may have recourse against the Cash Deposit for funds sufficient to cause the liability insurance to remain in effect until the final acceptance of all of the Land Improvements.

7. The Developer, by its execution of this Agreement, agrees to indemnify, hold harmless, defend, pay costs of defense, and pay any and all claims or judgments which may hereafter accrue against the City, its agents, servants and employees, arising out of any of the Developer's construction activities contemplated by this Agreement.

8. Developer shall (i) commence the construction of the Land Improvements within 30 days following the date of procurement of the Final Engineering Plans and Land Improvement Permits, and (ii) cause the Land Improvements to be completed, and as-built drawing tendered to the Development City Engineer, not later than the first to arrive of (X) 12 months after the commencement of the work or (Y) the one (1) year anniversary of the recording of the Final Plat, unless such time period is extended in writing by the City.

If work relating to the Land Improvements is not completed within the time prescribed herein, the City shall have the right, but not the obligation, to cause the completion of the Land Improvements by either exercising its collateral assignment of the Developer's contractor contracts, as provided for above, or contractors of the City's selection and drawing on the Cash Deposit to pay for all costs related thereto, in addition to any other available remedies.

9. Upon completion of any Land Improvement and, further, upon the submission to the City of a certificate from the engineering firm employed by Developer stating that the said Land Improvement has been completed in conformance with this Agreement, the City Code, the final engineering Plans and Specifications relative thereto, any applicable agreements and all State and Federal laws and standards, the Development City Engineer shall, within twenty (20) days after the City receives the aforesaid certification from the Developer's engineer, either (i) recommend to the City's corporate authorities final acceptance of said Land Improvement, or (ii) designate in writing to Developer all corrections or alterations which shall be required to obtain a recommendation of final acceptance of said Land Improvement, specifically citing sections of the final engineering Plans and Specifications, the City Code or this Agreement, any applicable agreement or State or Federal law or standard, relied upon by said Development City Engineer. Should the Development City Engineer reject any Land Improvement, or any portion or segment thereof, for a recommendation of final acceptance, the Developer shall cause to be made to such Land Improvement such corrections or modifications as may be required by the Development City Engineer. The Developer shall cause the Land Improvement to be submitted and resubmitted as herein provided until the Development City Engineer shall recommend final acceptance of same to the corporate authorities of the City and the corporate authorities shall finally accept same. No Land Improvement shall be deemed to be finally accepted until the corporate authorities shall, by appropriate resolution, finally accept same.

Upon completion and as a condition of final acceptance by the City, Developer agrees to convey and transfer those Land Improvements which are deemed to be public improvements to the City by appropriate Bill(s) of Sale.

10. The Developer guarantees that the workmanship and materials furnished under the final Plans and Specifications and used in said Land Improvements will be furnished and performed in accordance with well-known established practices and standards recognized by

engineers in the trade. All Land Improvements shall be new and of the best grade of their respective kinds for the purpose.

All materials and workmanship shall be guaranteed by the Developer for a period of twelve (12) months from the date of final acceptance by the City.

To partially secure the Developer's guarantee, at the time or times of final acceptance by the City of the installation of any Land Improvement in accordance with this Agreement, Developer shall deposit with the City a Maintenance Cash Deposit in the amount of fifteen percent (15%) of the Engineer's Estimate of the Land Improvement finally accepted by the City, as such amount was adjusted under Section 2, if applicable. This Maintenance Cash Deposit shall be deposited with the City and shall be held by the City.

The Developer shall make or cause to be made at its own expense, any and all repairs which may become necessary under and by virtue of this contract guarantee and shall leave the Land Improvements in good and sound condition, satisfactory to the City and the Development City Engineer, at the expiration of the guarantee period. In said event and at the expiration of such period, said Maintenance Cash Deposit shall be returned to the Developer.

If during said guarantee period, any Land Improvement shall require any repairs or renewals, in the opinion of the Development City Engineer, necessitated by reason of settlement of foundation, structure or backfill, or other defective workmanship or materials, the Developer shall, upon notification by the Development City Engineer of necessity for such repairs or renewals, make such repairs or renewals, at its own cost and expense. Should the Developer fail to make such repairs or renewals within thirty (30) days of such notification, the City may cause such work to be done, either by contract or otherwise, and the City may draw upon said Maintenance Cash Deposit to pay the entire cost or expense thereof, including attorneys' fees and consultants' costs. Should such cost or expense exceed the amount set forth in said Maintenance Cash Deposit, the Developer will remain liable for any additional cost or expense incurred in the correction process.

11. The Developer shall furnish the City with copies of lien waivers showing that all persons who have done work, or have furnished materials under this Agreement and are entitled to a lien therefore under any laws of the State of Illinois, have been fully paid or are no longer entitled to such lien.

12. The Developer shall be responsible for the maintenance of the Land Improvements until such time as they are finally accepted by the City. This maintenance shall include routine maintenance, as well as emergency maintenance such as sewer blockages and water main breaks. Such maintenance shall be sufficient to render the Land Improvements compliant with the Plans and Specifications at the time of their final acceptance by the City.

The City at its sole discretion may accept any partially constructed streets (where the surface course has not been placed). The Developer shall be responsible for all maintenance of partially constructed streets, including street sweeping and snow removal, until the streets are fully completed and accepted by the City. At all times, the Developer shall be responsible for removal of construction debris and waste related to the property being developed by the Developer.

13. Developer shall be responsible for any and all damage to the Land Improvements which may occur during the construction of the Project irrespective of whether the Land Improvements damaged have or have not been finally accepted hereunder. Developer shall

replace and repair damage to the Land Improvements installed within, under or upon the Subject Realty resulting from construction activities by Developer, its successors or assigns and its employees, agents, contractors or subcontractors during the term of this Agreement, but shall not be deemed hereby to have released any other party from liability or obligation in this regard.

14. Until such time as the Land Improvements have been accepted by the City and connected to the existing building on Lot 1:

A. Developer will cause, at no cost to the City, the current private sanitary system owned by the Developer and currently serving the improvements on proposed Lot 1 to remain operational and maintained in order to serve the sanitary needs of Lot 1 during construction and, subject to 14(d) below, the opening and operation of the Honda Development, when completed; and

B. the City agrees to allow such continued use of said private sanitary system to serve Lot 1 during construction and, subject to 14(d) below, the opening and operation of the Honda Development; and

C. in the event the Land Improvements have not been completed and accepted by the City at such time the Honda Dealership opens and commences operations, the Developer shall be prohibited from utilizing any other connections to the private sanitary system for the balance of the Project, it being the intention that the Honda Dealership on Lot 1 shall be the sole user of and connection to the private sanitary system; and

D. within thirty (30) days of completion by Developer and acceptance of the Land Improvements by the City, the Honda Dealership shall be disconnected from the private sanitary system and the Developer shall de-commission the private sanitary system serving the Project.

15. The rights and remedies of the City as provided herein, in the ordinances of the City and/or in any agreements between the City and Developer regarding the Project, shall be cumulative and concurrent, and may be pursued singularly, successively, or together, at the sole discretion of the City, and may be exercised as often as occasion therefor shall arise. Failure of the City, for any period of time or on more than one occasion, to exercise such rights and remedies shall not constitute a waiver of the right to exercise the same at any time thereafter or in the event of any subsequent default. No act of omission or commission of the City, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same; any such waiver or release to be effected only through a written document executed by the City and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as a waiver or release of any subsequent event or as a bar to any subsequent exercise of the City's rights or remedies hereunder. Except as otherwise specifically required, notice of the exercise of any right or remedy granted to the City is not required to be given.

16. From and after the date on which the Development City Engineer notifies the Developer, in writing, that the Developer is in default of any of its obligations under this Agreement, the Developer shall pay to the City, upon demand, all of the City's fees, costs and expenses incurred in enforcing the provisions of this Agreement against Developer, including, without limitation, engineers' and attorneys' fees, costs and expenses, and, if any litigation is filed as part of such enforcement, any court costs and filing fees.

17. This Agreement shall be binding upon and inure to the successors and assigns of the parties to this Agreement. Notwithstanding the foregoing, this Agreement shall not be assigned by either party hereto without the prior written consent of the other party to this Agreement.

18. The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, that provision will be deemed severable and this Agreement may be enforced with that provision severed or as modified by the court.

19. This Agreement sets forth an agreement of the parties insofar as it specifically contradicts, modifies or amplifies any provision of the City Code. To the extent that this Agreement does not address an applicable provision of the City Code, the City Code shall continue to control the parties' activities contemplated by this Agreement regardless of the fact that the City Code has not been addressed within the specific terms of this Agreement.

20. This Agreement shall be in full force and effect from the date set forth above until the maintenance and guarantee period for each any every Land Improvement terminates.

21. Force Majeure. The Developer shall not lose any rights hereunder on account of failure of performance if the failure is occasioned by government action, war, terrorism, fire, explosion, flood, severe weather, strike, lockout, embargo, prolonged shortage of materials, pandemic, act of God, or any other cause beyond the control and without the fault or negligence of the Developer, provided that the Developer has exerted all reasonable efforts to avoid or remedy such force majeure. Such excuse shall continue as long as the condition preventing the performance continues. Upon cessation of such condition, the Developer shall promptly resume performance hereunder. The Developer shall provide prompt written notice to the City of the occurrence of any such condition, the nature thereof, and the extent to which the Developer will be unable to perform its obligations hereunder. The Developer further agrees to use all reasonable efforts to correct the condition as quickly as possible and to give the City prompt written notice when it is again fully able to perform its obligations.

22. This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

23. All notices required or permitted hereunder shall be in writing and shall be served on the Parties or their respective counsel at the addresses set forth in Section 1.1. Any such notices shall be either (a) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier, (b) sent by email in PDF format, in which case notice shall be deemed delivered upon receipt of confirmation of transmission of such email notice, or (c) sent by personal delivery, in which case notice shall be deemed delivered upon receipt. Any notice sent by email or personal delivery and delivered after 5:00 p.m. Central Time shall be deemed received on the next business day. A Party's address may be changed by written notice to the other Party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice. Notices given by Parties counsel to a Party shall be deemed given by Party sending noticed and received by the other Party. Notices shall be provided at the following addresses:

City at:

City St. Charles
Two E. Main Street
St. Charles, Illinois 60174
Attn: Mark Koenen
Telephone: (630) 377-4425
Email: mkoenen@stcharlesil.gov

Developer at:

Saint Charles Resort, LLC
c/o Eightfold Real Estate Capital, L.P.
1111 Lincoln Road, Suite 802
Miami Beach, Florida 33139
Attn: Ronald Schrager and Larry Golinsky
Telephone: (305) 503-4052; (305) 503-4056
Email: rschrager@eightfoldcapital.com
and lgolinsky@eightfoldcapital.com

24. This Agreement is executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

[END OF TEXT — SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above written.

Developer:

SAINT CHARLES RESORT, LLC

City:

CITY OF ST. CHARLES, ILLINOIS

By: _____
Manager

By: _____
Raymond P. Rogina, Mayor

Attest: _____
Charles Amenta, Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF KANE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, the Manager of Saint Charles Resort, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of Saint Charles Resort, LLC, for the uses and purposes therein set forth; and the said Manager then and there acknowledged that he/she, as custodian of the corporate seal of Saint Charles Resort, LLC, did affix the corporate seal of said corporation to said instrument, as his/her own free and voluntary act and as the free and voluntary act of Saint Charles Resort, LLC, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of September, 2020.

Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF KANE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Raymond P. Rogina, Mayor of the City of St. Charles, and Charles Amenta, City Clerk of said City, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mayor and City Clerk, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth; and the said City Clerk then and there acknowledged that he, as custodian of the corporate seal of said City, did affix the corporate seal of said City to said instrument, as his own free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of September, 2020.

Notary Public

Schedule of Exhibits:

Exhibit A	Legal Description of Subject Realty
Exhibit B	Unrecorded Final Plat
Exhibit C	Preliminary Engineer's Estimate of Probable Costs

EXHIBIT A

PROPERTY DESCRIPTION:

A PART OF THE SOUTH HALF OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

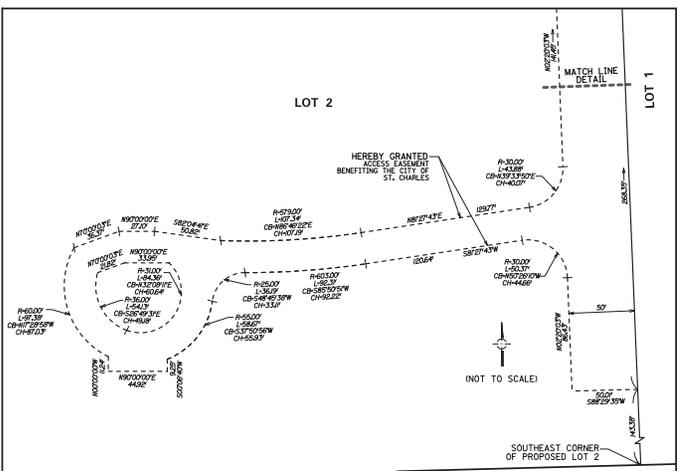
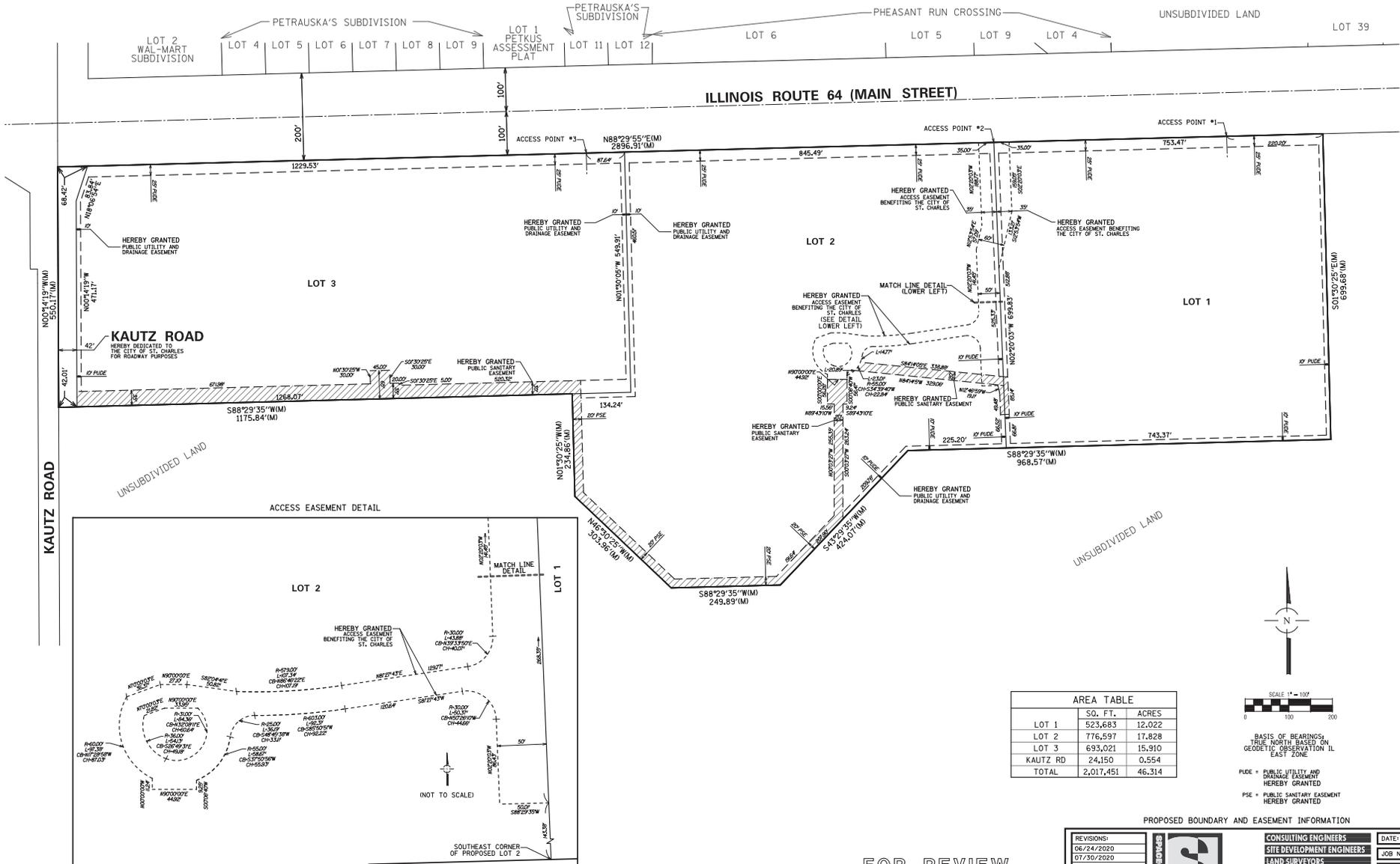
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 30; THENCE NORTH 00 DEGREES 15 MINUTES 43 SECONDS WEST (BEARINGS FOR DESCRIPTIVE PURPOSES ONLY) ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION, A DISTANCE OF 2,045.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 15 MINUTES 43 SECONDS WEST ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION, A DISTANCE OF 550.17 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF NORTH AVENUE CILLINOIS ROUTE NO. 64); THENCE NORTH 88 DEGREES 19 MINUTES 51 SECONDS EAST ON THE SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 2,896.91 FEET; THENCE SOUTH 01 DEGREES 40 MINUTES 09 SECONDS EAST, A DISTANCE OF 700.00 FEET; THENCE SOUTH 88 DEGREES 19 MINUTES 51 SECONDS WEST, A DISTANCE OF 969.01 FEET; THENCE SOUTH 43 DEGREES 19 MINUTES 51 SECONDS WEST, A DISTANCE OF 424.26 FEET; THENCE SOUTH 88 DEGREES 19 MINUTES 51 SECONDS WEST, A DISTANCE OF 250.00 FEET; THENCE NORTH 46 DEGREES 40 MINUTES 09 SECONDS WEST, A DISTANCE OF 304.10 FEET; THENCE NORTH 01 DEGREES 40 MINUTES 09 SECONDS WEST, A DISTANCE OF 234.97 FEET; THENCE SOUTH 88 DEGREES 19 MINUTES 51 SECONDS WEST TO A POINT ON THE WEST LINE OF SAID SECTION 30, A DISTANCE OF 1,175.37 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

PIN'S:

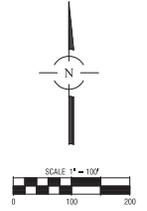
0 -30-300-015
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0 -30-300-018
0 -30-300-019
0 -30-300-050
0 -30-400-005

PHEASANT RUN RESORT SUBDIVISION

THAT PART OF THE SOUTH HALF OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS



AREA TABLE		
LOT	SQ. FT.	ACRES
LOT 1	523,683	12.022
LOT 2	776,597	17.828
LOT 3	693,021	15.910
KAUTZ RD	24,150	0.554
TOTAL	2,017,451	46.314



PROPOSED BOUNDARY AND EASEMENT INFORMATION

REVISIONS:		CONSULTING ENGINEERS	DATE: 06/05/2020
06/24/2020		SITE DEVELOPMENT ENGINEERS	JOB NO: 9350
07/30/2020		LAND SURVEYORS	FILENAME:
08/07/2020			9350SUB-01
08/11/2020			SHEET
09/02/2020			2 OF 3

9575 W. Higgins Road, Suite 700, Rosemont, Illinois 60018
Phone: (847) 696-4860 Fax: (847) 696-4865

FOR REVIEW
PURPOSES ONLY

PREPARED FOR:
LINCOLN PROPERTY COMPANY
1110 JORIE BOULEVARD, SUITE 300
OAK BROOK, IL 60523

\\pappas\projects\9350\9350SUB-01.dwg: 08/11/20 2:10pm



FINAL ENGINEER'S OPINION OF
PROBABLE COST FOR NEW LIFT STATION,
FORCE MAIN, AND GRAVITY SEWER

PROJECT: **PHEASANT RUN RESORT REDEVELOPMENT**

LOCATION: ST. CHARLES, ILLINOIS

PROJECT NO.: 9350.04

CLIENT : **Lincoln Property Company**
1110 Jorie Blvd., Suite 300
Oak Brook, Illinois 60523

DATE PREPARED: 8/6/2020
LAST REVISED: 9/1/2020

PREPARED BY: SG
CHECKED BY: GW

GROUP MANAGER:



(HAND WRITTEN INITIALS)

*THE PRICES USED IN THIS LIST ARE BASED ON THE AVERAGE PRICES FROM CONTRACTOR'S
BID PRICES REVIEWED WITHIN THE PAST YEAR BY SPACECO, INC. FOR SIMILAR PROJECTS
AND/OR AVAILABLE MATERIAL & LABOR COST DATA. SOME UNIT PRICES HAVE BEEN ADJUSTED
TO ALLOW FOR SPECIAL CONDITIONS. THESE UNIT PRICES DO NOT INCLUDE ENGINEERING FEES.*

CONSULTING ENGINEERS * SITE DEVELOPMENT ENGINEERS * LAND SURVEYORS

SPACECO, INC.

Conceptual Engineer's Opinion of Probable Construction Cost

<u>ITEM</u>	<u>QNTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>	
<u>LIFT STATION, FORCE MAIN, AND GRAVITY SEWER</u>					
1. 12" PVC SANITARY SEWER	43	LF	\$230.00	\$9,890.00	
2. 10" PVC SANITARY SEWER	734	LF	\$70.00	\$51,380.00	
3. 8" PVC SANITARY SEWER	390	LF	\$160.00	\$62,400.00	
4. MANHOLE, 48"	6	EA	\$10,000.00	\$60,000.00	
5. DIRECT BORE CASING PIPE UNDER WATERWAY	65	LF	\$185.00	\$12,025.00	
6. TRENCH BACKFILL, GRAVITY SEWER	1,200	CY	\$20.00	\$24,000.00	
7. 6" DIP FORCEMAIN	1,740	LF	\$70.00	\$121,800.00	
8. FORCEMAIN AIR RELIEF VALVE/ VAULT	1	EA	\$12,000.00	\$12,000.00	
9. TRENCH BACKFILL, FORCE MAIN	76	CY	\$20.00	\$1,520.00	
10. EXISTING LIFT STATION DEMOLITION	1	LS	\$35,000.00	\$35,000.00	
11. NEW LIFT STATION (INCLUDING ITEMS AS SHOWN ON LS1-LS4)	1	LS	\$395,000.00	\$395,000.00	
12. GENERATOR	1	LS	\$25,000.00	\$25,000.00	
13. NEW ELECTRIC SERVICE ***	1	LS	\$35,000.00	\$35,000.00	
14. NEW GAS SERVICE	1	LS	\$15,000.00	\$15,000.00	
15. TRAFFIC CONTROL	1	LS	\$15,000.00	\$15,000.00	
		KAUTZ ROAD			
LIFT STATION, FORCE MAIN, AND GRAVITY SEWER			Sub-Total =	\$875,015.00	
<u>PAVEMENT IMPROVEMENTS</u>					
1. SAN. SWR MAINTENANCE ROAD	3" GRINDINGS, 9" PGE	1,660	SY	\$24.00	\$39,840.00
2. REMOVE PAVEMENT AT NEW LIFT STATION	FULL DEPTH	205	SY	\$12.50	\$2,562.50
3. POST AND CHAIN ACCESS CONTROL		1	LS	\$2,000.00	\$2,000.00
4. PCC PAVEMENT PATCH	FULL DEPTH	86	SY	\$85.00	\$7,310.00
5. CURB AND GUTTER	REMOVE AND REPLACE	30	LF	\$65.00	\$1,950.00
6. TEMPORARY/ PERMANENT STRIPING		1	LS	\$8,000.00	\$8,000.00
<u>REPLACE PAVEMENT- NEW LIFT STATION</u>					
7. HMA SURFACE COURSE	1.5"	204	SY	\$9.00	\$1,836.00
8. HMA BINDER COURSE	8.25"	204	SY	\$45.00	\$9,180.00
9. SUBBASE GRANULAR MATERIAL	4"	204	SY	\$5.50	\$1,122.00
10. CONCRETE PADS	10" PCC, 12" GRAVEL	6	SY	\$120.00	\$720.00
PAVEMENT IMPROVEMENTS			Sub-Total =	\$74,520.50	
<u>EARTHWORK/ EROSION CONTROL</u>					
1. REMOVE TOPSOIL, MAINTENANCE ROAD STRIP, SKPL, RESPREAD		255	CY	\$15.00	\$3,825.00
2. CLAY CUT, MAINTENANCE ROAD****		255	CY	\$10.00	\$2,550.00
3. SILT FENCE		3,160	LF	\$2.50	\$7,900.00
4. CATCH ALL FILTER BASKET		2	EA	\$200.00	\$400.00
5. RESTORATION - PUBLIC ROW	SEED AND BLANKET	1	LS	\$11,000.00	\$11,000.00
6. RESTORATION - PRIVATE PROPERTY	SEED AND BLANKET	1	LS	\$26,000.00	\$26,000.00
7. TREE REMOVAL		1	LS	\$5,000.00	\$5,000.00
8. TREE PROTECTION FENCING		470	LF	\$5.00	\$2,350.00
EARTHWORK/ EROSION CONTROL			Sub-Total =	\$59,025.00	

SPACECO, INC.

Conceptual Engineer's Opinion of Probable Construction Cost

<u>ITEM</u>	<u>QNTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
DESIGN/ CONSULT				
1. ENGINEERING DESIGN AND PERMITTING	1	LS	\$40,000.00	\$40,000.00
2. CONSTRUCTION ADMINISTRATION	1	LS	\$7,000.00	\$7,000.00
3. RECORD DRAWINGS	1	LS	\$4,500.00	\$4,500.00
		DESIGN/ CONSULT	Sub-Total =	\$51,500.00
			SUBTOTAL =	\$1,060,060.50
			CONTINGENCY=	15% \$159,009.08
			TOTAL=	\$1,219,069.58

NOTES:

1. This estimate is based on plans titled "Pheasant Run Resort Redevelopment" dated 09/02/20
2. This estimate is prepared as a guide only. SPACECO makes no warranty that actual costs will not vary from the amounts indicated, and assumes no liability for such variance.
3. This estimate DOES NOT include:
 - REVIEW FEES
 - INSPECTION FEES
 - SEWER CONNECTION OR USER FEES
4. *** Indicates cost is an estimate by the developer and will need to be confirmed with the city electric division.
5. **** Place and compact adjacent to roadway pavement