

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 4c

Title:

Recommendation to approve a Revised License Agreement with First Street Development II, LLC regarding Balconies on First Street Building #3.

Presenter:

Russell Colby

Meeting: Planning &amp; Development Committee

Date: November 12, 2018

Proposed Cost: N/A

Budgeted Amount: N/A

Not Budgeted: ☐

On August 13, 2018, the Committee recommended approval of a draft license agreement for the balconies located on First Street Building #3 (Sterling Building), which extend over the City-owned Riverwalk.

Per the draft agreement, First Street Development II, LLC, the property owner, or successor owners, such as an HOA, will be responsible for maintaining the balconies in a safe manner and providing an indemnification and insurance to the benefit of the City.

The revised agreement contains one substantive change to the previous draft, under Section 9.

The City would continue to retain the right to promulgate and enforce rules and regulations regarding the use of the balconies.

However, First Street Development II, LLC, has requested that agreement state that any rules or regulation promulgated by the City **shall not preclude hot tubs, outdoor grilling or decorative plants on the balconies.**

The City would retain the right to regulate the items in terms of usage, safety, condition, etc., but could not outright prohibit these items.

Representatives from First Street Development II, LLC, will be in attendance to represent their request and answer any questions from the Committee.

**Attachments** *(please list):*

Revised License Agreement (redlined)

**Recommendation/Suggested Action** *(briefly explain):*

Recommendation to approve a Revised License Agreement with First Street Development II, LLC regarding Balconies on First Street Building #3.

After Recording Return to:

City of St. Charles

2 E. Main St.

St. Charles, IL 60174

Prepared By:

City of St. Charles

2 E. Main St.

St. Charles, IL 60174

#### LICENSE AGREEMENT

This LICENSE AGREEMENT (hereinafter the "Agreement") is made and entered into as of this \_\_\_\_\_ day of 2018, by and between the City of St. Charles, an Illinois municipal Corporation, Kane and DuPage Counties, Illinois (hereinafter "City"), and First Street Development II, LLC, an Illinois limited liability company (hereinafter "Licensee"); the City and Licensee are sometimes hereinafter collectively referred to as the Parties ("Parties") or individually as the Party ("Party");

#### WITNESSETH:

WHEREAS, the City does maintain, occupy, operate and use property known as the First Street Riverwalk, Lot 5 of the Resubdivision of the Resubdivision of Phase III First Street Redevelopment Subdivision, recorded as Document No. 2016K053789, on October 4, 2016 ("City Property"), as illustrated on Exhibit "A", a part of which is immediately adjacent to Lot 3 in the Resubdivision of the Phase III First Street Redevelopment Subdivision; and

WHEREAS, Licensee owns part of Lot 3 of the Resubdivision of the Resubdivision of Phase III First Street Redevelopment Subdivision, recorded as Document No. 2016K053789, on October 4, 2016 ("Licensee Property"); as legally described in Exhibit "B", the ~~southerly~~, easterly and northerly property lines of which abut the City Property, as illustrated on Exhibit "A"; and

WHEREAS, Licensee has constructed a five story mixed use commercial and residential building on the Licensee Property, which includes balconies projecting from the second through fifth floors over the City Property ("Balcony Projections"), all pursuant to the City approved plans for 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 maintaining the Balcony Projections solely within the limited area above the City Property, pursuant to the City approved plans for and as illustrated on the attached Exhibit "BC," subject to the terms, conditions and limitations herein specified together with any exhibits attached hereto and incorporated herein by reference ("Encroachment").

3. Licensee must maintain the Balcony Projection in full compliance with the permit and all conditions contained herein or attached hereto by reference.

4. The Balcony Projections and the Encroachment shall not in any manner be expanded, added to or enlarged beyond ~~that over~~ the extent of the Balcony Projections and the Encroachment, as described herein and shown in Exhibit "BC."

5. The Balcony Projections 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 automatically terminate in the event that any of the following occur: (a) the primary structure located on ~~Lot 3~~the Licensee Property is ever damaged or destroyed, to the extent that its value is less than 25% of its then fair market value; (b) if the Balcony Projections are ever removed and the encroachment is terminated for more than three (3) months; (c) this Agreement otherwise terminates pursuant to any other provision of this Agreement.

7. Licensee understands and agrees that the Balcony Projections attached to the building constructed on ~~Lot 3~~Licensee Property shall remain in good structural condition at all times and that the use and enjoyment of the City property shall not be compromised in any unsafe or adverse manner, including. Licensee agrees that use of all Balcony Projections shall comply with loading requirements specified by a licensed structural engineer, and Licensee shall promptly provide such documentation if requested by the City. The Licensee shall promptly restore or cause to be restored the Balcony Projections 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 Balcony Projections or where it is attached to the building, 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 ~~Lot 3~~Licensee Property.

8. To the fullest extent permitted by law, Licensee hereby agrees to defend, indemnify and hold harmless the City, its officials, agents, and employees, 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 Balcony Projections or the Encroachment, any respective parts thereof located within the or attached to ~~Lot 3~~Licensee Property or over the City property, 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~~its agents, invitees, employees, contractors or subcontractors, or which may in anywise 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 certificate 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, nonrenewal 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.

9. The City shall have the right, in its sole and absolute discretion, to promulgate and enforce rules and regulations regarding the use of the Balcony Projections and Encroachment, to protect the health, safety and welfare of the public utilizing City Property. 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 Balcony Projections and/or Encroachment to comply with this provision. The rules and regulations promulgated by the City shall not preclude hot tubs, outdoor grilling or placement of decorative plants on the balconies.

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

11. If this Agreement is terminated under any of the provisions contained herein, Licensee shall remove the Balcony 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 ~~Lot 3~~Licensee Property.

12. The Encroachment ~~when installed does as constructed shall~~ not become a part of or an interest in the City property, the air rights above ~~it, and~~ below it or subterranean rights appurtenant thereto. ~~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.

13. Licensee is responsible for the cost of installation, maintenance, and removal of such Balcony Projections in the Encroachment and is responsible for any damage caused to the City Property resulting from such installation, maintenance, and removal.

14. The terms of this Agreement are covenants running with ~~Lot 3~~ Licensee 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 ~~Lot 3~~ Licensee Property and all owners of all or any portion of, or interest in, any of the properties covered hereby.

15. 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.

16. 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.

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

18. 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.

FIRST STREET DEVELOPMENT II, LLC  
An Illinois limited liability company

By: \_\_\_\_\_

Subscribed and Sworn to me before this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
NOTARY PUBLIC

CITY OF ST. CHARLES, a Municipal Corporation, Kane and  
DuPage Counties, Illinois

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk





# RESUBDIVISION OF THE RESUBDIVISION OF PHASE III FIRST STREET REDEVELOPMENT SUBDIVISION

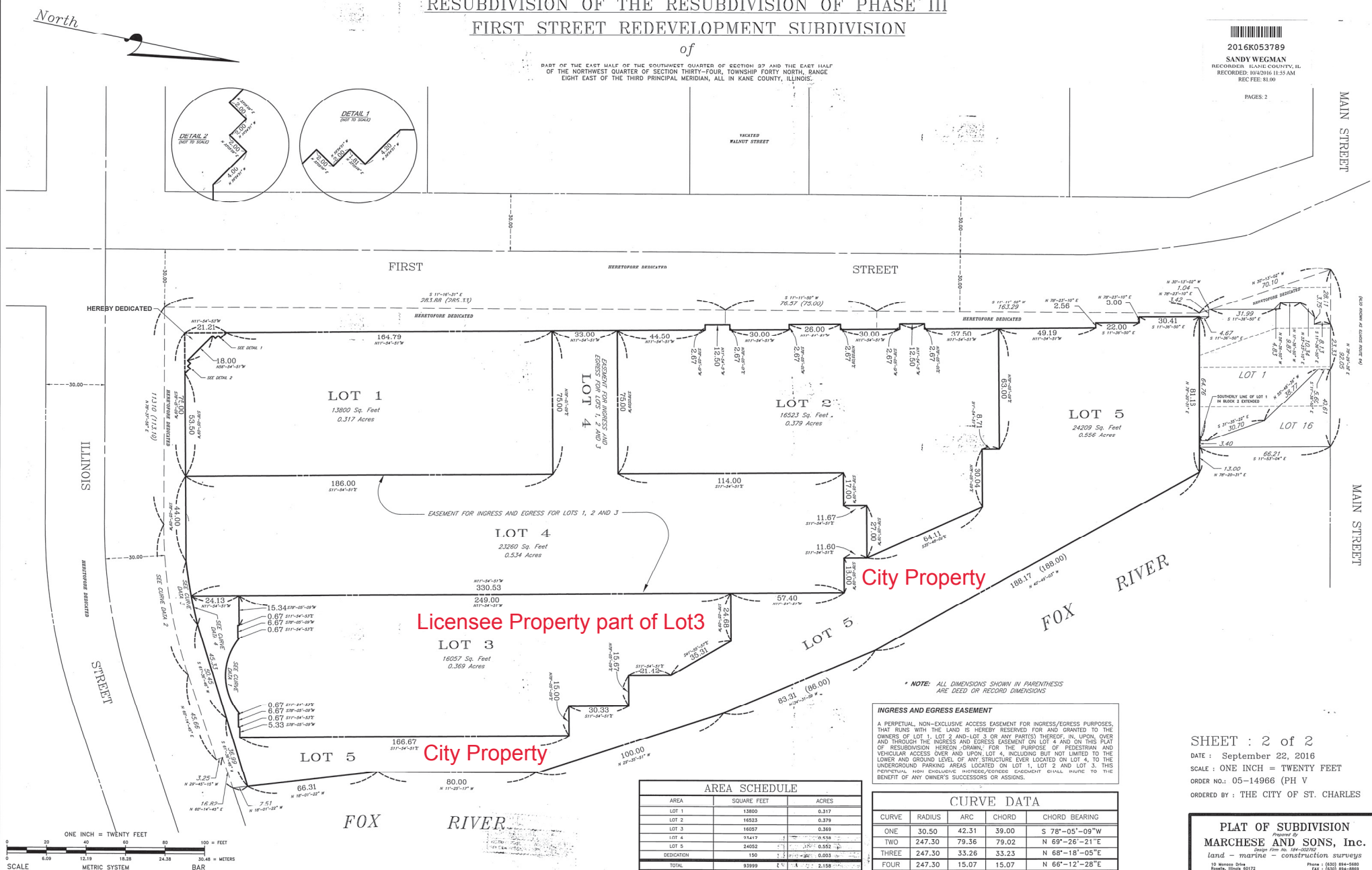
of

PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 27 AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION THIRTY-FOUR, TOWNSHIP FORTY NORTH, RANGE EIGHT EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN KANE COUNTY, ILLINOIS.

2016K053789

SANDY WEGMAN  
RECORDER, KANE COUNTY, IL  
RECORDED: 10/20/16 11:55 AM  
REC.FEE: \$1.00

PAGES: 2



SHEET : 2 of 2

DATE : September 22, 2016

SCALE : ONE INCH = TWENTY FEET

ORDER NO.: 05-14966 (PH V)

ORDERED BY : THE CITY OF ST. CHARLES

**PLAT OF SUBDIVISION**  
**MARCHESE AND SONS, Inc.**

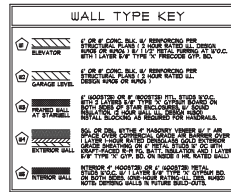
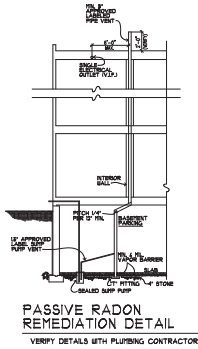
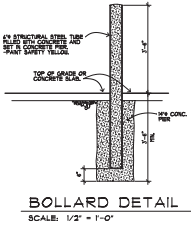
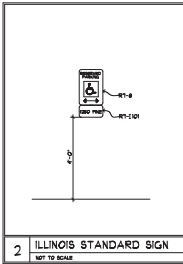
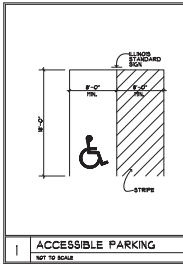
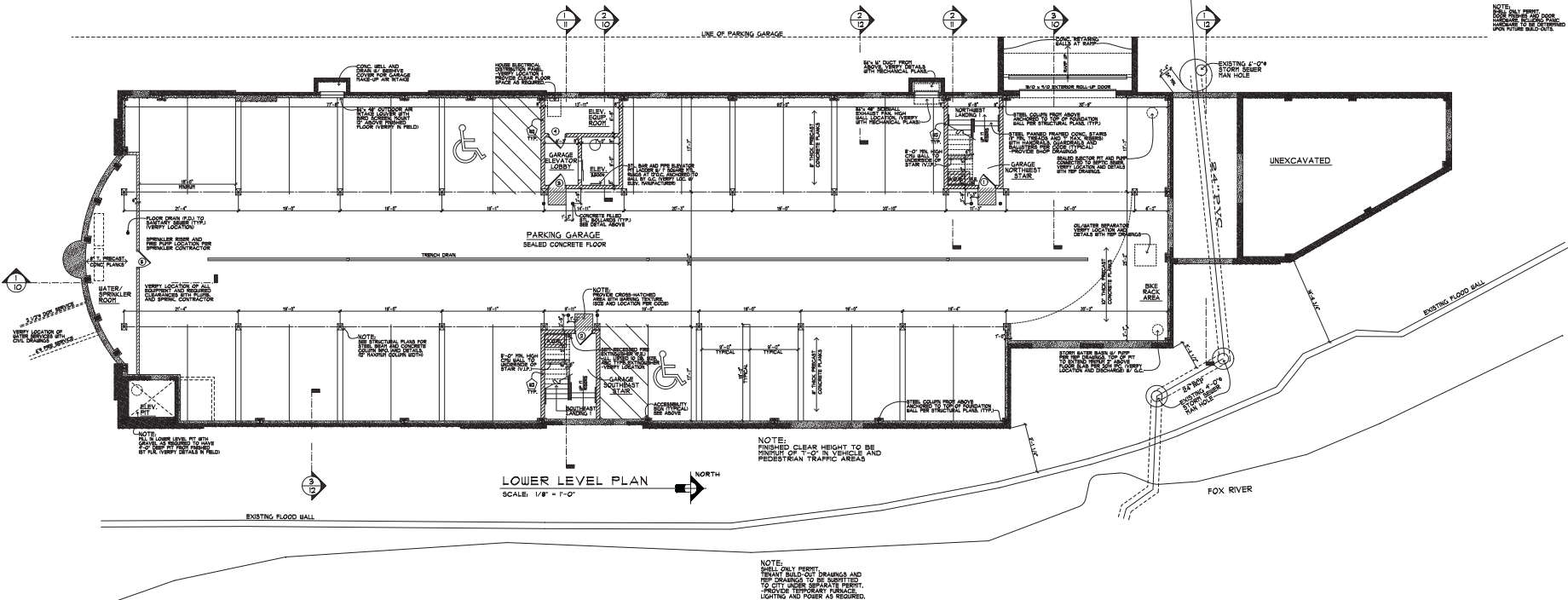
land - marine - construction surveys  
10 Monroe Drive  
Riverside, Illinois 60546  
Phone : (630) 894-5680  
Fax : (630) 894-8889



**EXHIBIT B**  
**LICENSEE PROPERTY**

LOT THREE IN THE RESUBDIVISION OF THE RESUBDIVISION PHASE III FIRST STREET REDEVELOPMENT SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 4, 2016 AS DOCUMENT NO. 2016K053789 AND CERTIFICATE OF CORRECTION RECORDED OCTOBER 14, 2016 AS DOCUMENT NO. 2016K056016, OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION TWENTY-SEVEN AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION THIRTY-FOUR, TOWNSHIP FORTY NORTH, RANGE EIGHT EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART OF LOT THREE LYING ABOVE A VERTICAL PLANE OF 688.90 FT. (NAVD 88) BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTH 11 DEGREES 54 MINUTES 51 SECONDS WEST, 79.00 FT. ; THENCE NORTH 78 DEGREES 05 MINUTES 09 SECONDS EAST, 21.39 FT.; THENCE SOUTH 11 DEGREES 54 MINUTES 51 SECONDS EAST, 2.83 FT.; THENCE NORTH 78 DEGREES 05 MINUTES 09 SECONDS EAST, 7.08 FT.; THENCE NORTH 11 DEGREES 54 MINUTES 51 SECONDS WEST, 2.83 FT.; THENCE NORTH 78 DEGREES 05 MINUTES 09 SECONDS EAST, 44.54 FT.; THENCE SOUTH 11 DEGREES 54 MINUTES 51 SECONDS EAST, 79.00 FT.; THENCE SOUTH 78 DEGREES 05 MINUTES 09 SECONDS WEST, 5.33 FT.; THENCE SOUTH 11 DEGREES 54 MINUTES 51 SECONDS EAST, 0.67 FT.; THENCE SOUTH 78 DEGREES 05 MINUTES 09 SECONDS WEST, 6.67 FT.; THENCE NORTH 11 DEGREES 54 MINUTES 51 SECONDS WEST, 0.67 FT. TO A POINT OF CURVE IN THE SOUTH LINE OF SAID LOT 3; THENCE SOUTHWESTERLY 42.31 FEET ON THE SOUTHERLY LINE OF SAID LOT 3, BEING A CURVED LINE CONCAVED TO THE NORTH HAVING A RADIUS OF 30.50 FEET, WITH A CHORD DISTANCE OF 39.00 FT AND A CHORD BEARING OF SOUTH 78 DEGREES 05 MINUTES 09 SECONDS WEST; THENCE SOUTH 11 DEGREES 54 MINUTES 51 SECONDS EAST, 0.67 FT.; THENCE SOUTH 78 DEGREES 05 MINUTES 09 SECONDS WEST, 6.67 FT.; THENCE NORTH 11 DEGREES 54 MINUTES 51 SECONDS WEST, 0.67 FT.; THENCE SOUTH 78 DEGREES 05 MINUTES 09 SECONDS WEST, 15.34 FT.; TO THE POINT OF BEGINNING,

## Exhibit B

[illegible]

DEC. 22, 2016 - REVISED FOR CONSTRUCTION

PROPOSED NEW OFFICE/RESIDENTIAL CONDOMINIUMS:  
FIRST STREET - BLDG. 3

BLDG. 3

**Revisions:**

1	CONCRETE PER AND FOUNDATION REVISION 8-2-2016
2	OWNER/CLIENT REV. 12-22-2016

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ALL RIGHTS RESERVED

Commission: 2505  
Issue Date: 8-8-2014  
Drawn By: CDZ  
LOWER LEVEL  
PARKING PLAN

Sheet:  
**A2**  
of: 12

# Identified locations of Balcony Projections

## 2015 INTERNATIONAL ENERGY CONSERVATION CODE:

1. THE GENERAL ENVELOPE OF THE BUILDING SHALL FOLLOW THE PREScriptive METHOD OF THE 2015 IBC. THE BUILDING SHALL BE DESIGNED TO MEET THE ENERGY EFFICIENCY REQUIREMENTS OF THE 2015 IBC. THE BUILDING SHALL BE DESIGNED TO MEET THE ENERGY EFFICIENCY REQUIREMENTS OF THE 2015 IBC.
2. ROOFING SHALL BE DESIGNED TO PROVIDE TO A MINIMUM R-10 INSULATION. THE ROOFING SHALL BE DESIGNED TO PROVIDE TO A MINIMUM R-10 INSULATION. THE ROOFING SHALL BE DESIGNED TO PROVIDE TO A MINIMUM R-10 INSULATION.
3. THE GLAZED PENETRATION U-FACTOR PER SQ. FT. SHALL BE AS FOLLOWS:
4. THE ROOFING SHALL BE DESIGNED TO PROVIDE TO A MINIMUM R-10 INSULATION. THE ROOFING SHALL BE DESIGNED TO PROVIDE TO A MINIMUM R-10 INSULATION. THE ROOFING SHALL BE DESIGNED TO PROVIDE TO A MINIMUM R-10 INSULATION.
5. PROVIDE PROGRAMMABLE THERMOSTATS AS REQUIRED.
6. THE ROOFING SHALL BE DESIGNED TO PROVIDE TO A MINIMUM R-10 INSULATION. THE ROOFING SHALL BE DESIGNED TO PROVIDE TO A MINIMUM R-10 INSULATION. THE ROOFING SHALL BE DESIGNED TO PROVIDE TO A MINIMUM R-10 INSULATION.
7. A PORTION OF THE ROOFING SHALL BE PERMANENTLY INSTALLED LIGHTING.
8. THE ROOFING SHALL BE DESIGNED TO PROVIDE TO A MINIMUM R-10 INSULATION. THE ROOFING SHALL BE DESIGNED TO PROVIDE TO A MINIMUM R-10 INSULATION. THE ROOFING SHALL BE DESIGNED TO PROVIDE TO A MINIMUM R-10 INSULATION.
9. THE ROOFING SHALL BE DESIGNED TO PROVIDE TO A MINIMUM R-10 INSULATION. THE ROOFING SHALL BE DESIGNED TO PROVIDE TO A MINIMUM R-10 INSULATION. THE ROOFING SHALL BE DESIGNED TO PROVIDE TO A MINIMUM R-10 INSULATION.

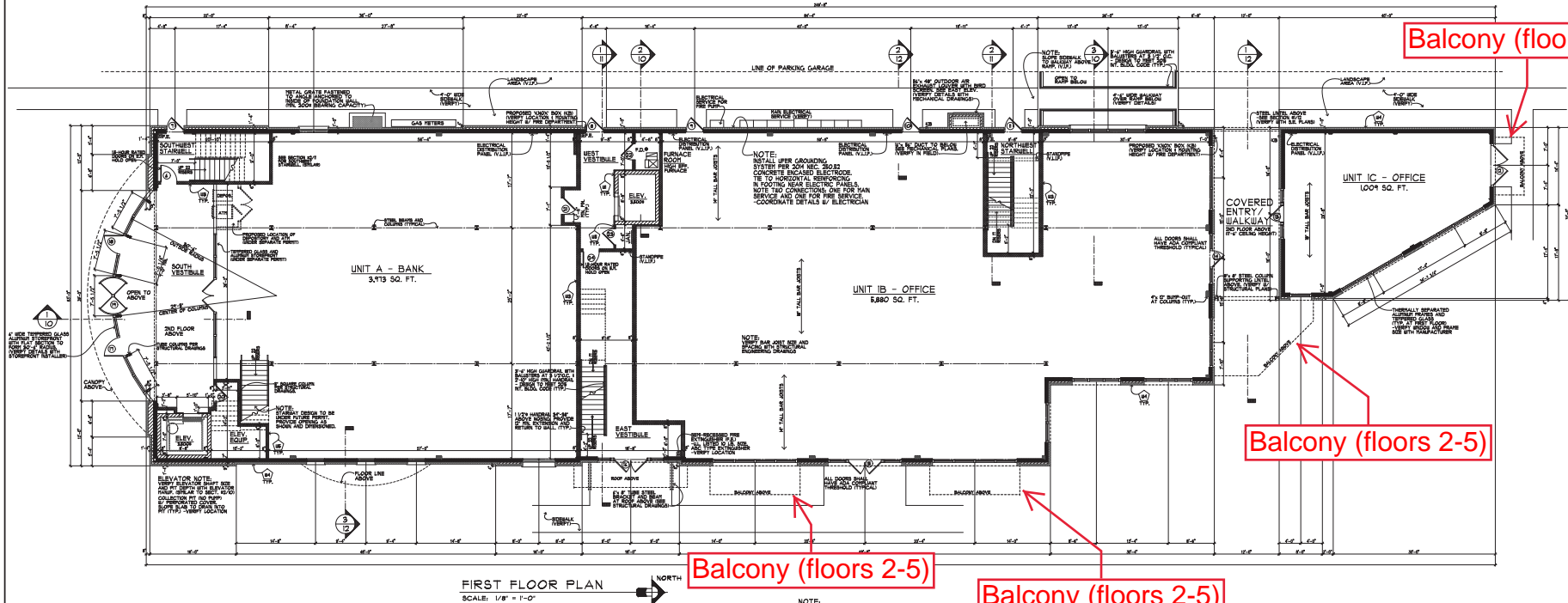
## FIRST FLOOR SQUARE FOOTAGE

GROSS SQUARE FOOTAGE:	119,042 S.F.
UNIT A - BANK:	12,179 S.F.
UNIT IB - OFFICE:	13,840 S.F.
UNIT IC - OFFICE:	11,009 S.F.
NORTHWEST VESTIBULE:	1244 S.F.
WEST VESTIBULE:	1340 S.F.
EAST VESTIBULE:	1471 S.F.
SOUTH VESTIBULE:	1176 S.F.

NOTE:  
SQUARE FOOTAGE IS CALCULATED  
FROM OUTSIDE OF EXTERIOR WALLS  
AND CENTER OF DOORING WALLS.

## WALL TYPE KEY

1. 6" CMU, 15' HIGHER THAN GROUND, WITH 1" MIN. INSULATION AND 1" MIN. AIR SPACE.	2. 6" CMU, 15' HIGHER THAN GROUND, WITH 1" MIN. INSULATION AND 1" MIN. AIR SPACE.
3. 6" CMU, 15' HIGHER THAN GROUND, WITH 1" MIN. INSULATION AND 1" MIN. AIR SPACE.	4. 6" CMU, 15' HIGHER THAN GROUND, WITH 1" MIN. INSULATION AND 1" MIN. AIR SPACE.
5. 6" CMU, 15' HIGHER THAN GROUND, WITH 1" MIN. INSULATION AND 1" MIN. AIR SPACE.	6. 6" CMU, 15' HIGHER THAN GROUND, WITH 1" MIN. INSULATION AND 1" MIN. AIR SPACE.
7. 6" CMU, 15' HIGHER THAN GROUND, WITH 1" MIN. INSULATION AND 1" MIN. AIR SPACE.	8. 6" CMU, 15' HIGHER THAN GROUND, WITH 1" MIN. INSULATION AND 1" MIN. AIR SPACE.
9. 6" CMU, 15' HIGHER THAN GROUND, WITH 1" MIN. INSULATION AND 1" MIN. AIR SPACE.	10. 6" CMU, 15' HIGHER THAN GROUND, WITH 1" MIN. INSULATION AND 1" MIN. AIR SPACE.



DEC. 22, 2016 REVISED FOR CONSTRUCTION

PROPOSED NEW OFFICE/RESIDENTIAL CONDOMINIUMS:  
FIRST STREET - BLDG. 3

ST. CHARLES, ILLINOIS 60184  
FIRST STREET DEVELOPMENT, LLC

BLDG. 3

Revisions:

OWNER/CLIENT:

DATE: 12/22/2016

DESIGNER:

DATE: 12/22/2016

COMMISSION: 2508

ISSUE DATE: 12-2016

OWNER: BLDG. 3

DATE: 12/22/2016

DESIGNER:

DATE: 12/22/2016

COMMISSION: 2508

ISSUE DATE: 12-2016

OWNER: BLDG. 3

DATE: 12/22/2016

DESIGNER:

DATE: 12/22/2016

COMMISSION: 2508

ISSUE DATE: 12-2016

OWNER: BLDG. 3

DATE: 12/22/2016

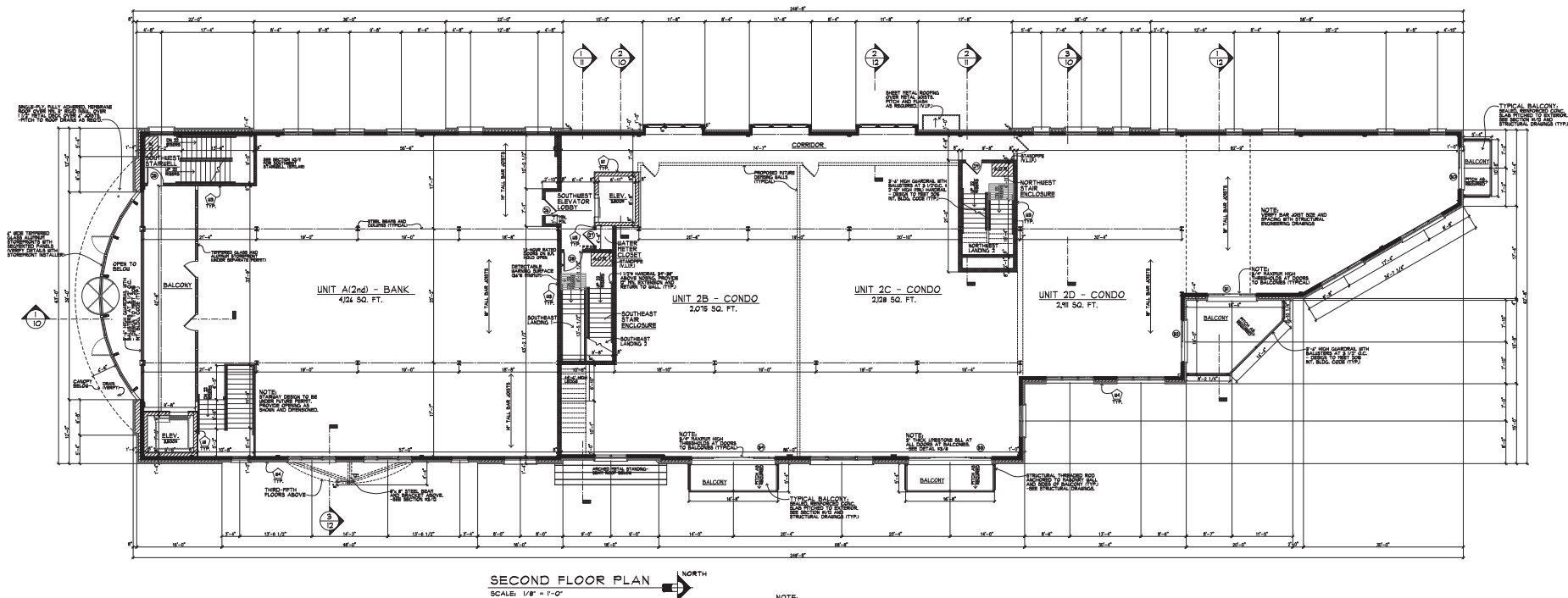
DESIGNER:

DATE: 12/22/2016

COMMISSION: 2508

GROSS SQUARE FOOTAGE:	\$2,542 S.F.
UNIT A - BANK:	\$548 S.F.
UNIT 3B - CONDO:	\$2,015 S.F.
UNIT 3C - CONDO:	\$2,228 S.F.
UNIT 3D - CONDO:	\$2,911 S.F.
NORTHWEST STAIR:	\$21 S.F.
ELEVATOR CORRIDOR:	\$816 S.F.
SOUTHEAST STAIR:	\$220 S.F.

NOTE:  
SQUARE FOOTAGE IS CALCULATED  
FROM OUTSIDE OF EXTERIOR WALLS  
AND CENTER OF DEMISING WALLS.

[illegible][illegible]

NOTE:  
SHELL ONLY PERMIT.  
TENANT BUILD-OUT DRAWINGS AND  
MEP DRAWINGS TO BE SUBMITTED  
TO CITY UNDER SEPARATE PERMIT  
-PROVIDE TEMPORARY FURNACE,  
LIGHTING AND POWER AS REQUIRED

DEC. 22, 2016 - REVISED FOR CONSTRUCTION

PROPOSED NEW OFFICE/RESIDENTIAL CONDOMINIUMS:  
FIRST STREET - BLDG. 3

BLDG. 3

Revisions:

OWNER/CLIENT

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\_\_\_\_\_

Commission: 2506

DATE: 12-4-8-8-2014

SECOND FLOOR  
PLAN

Page 10

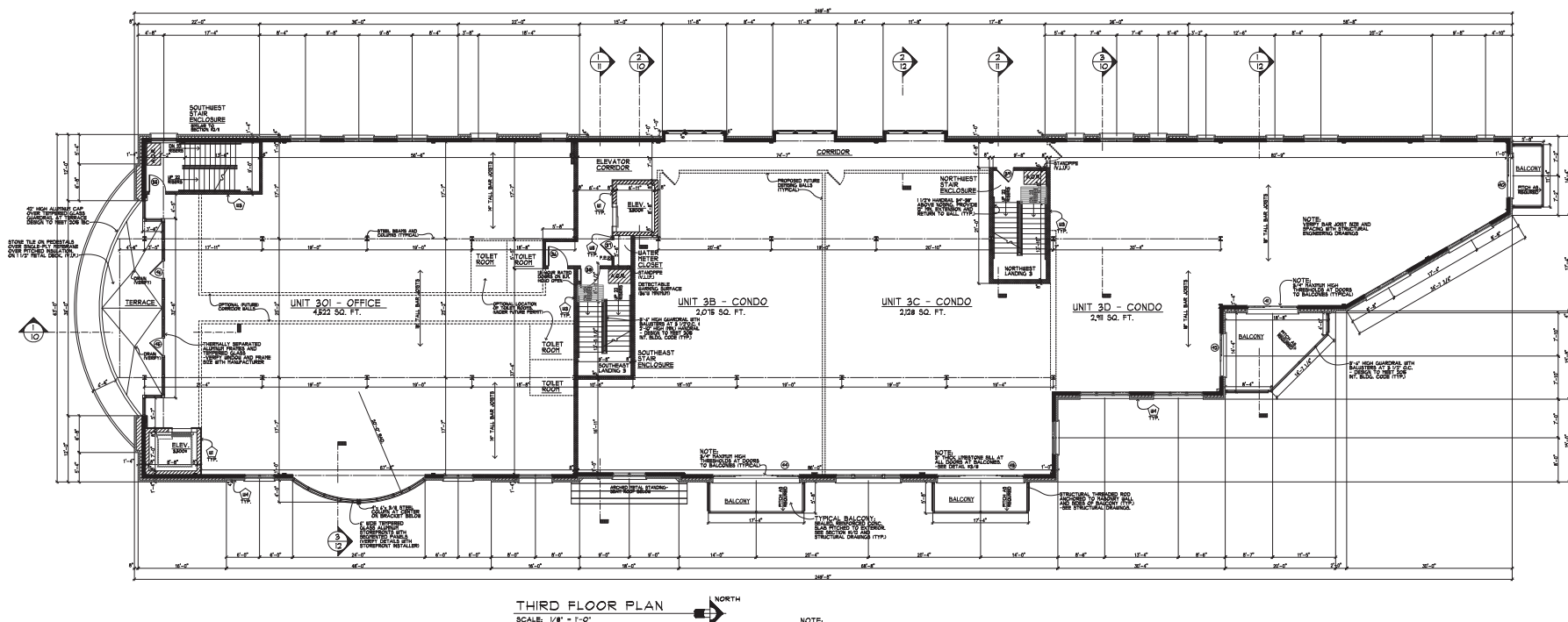
Sheet:

**A24**

af: 12






GROSS SQUARE FOOTAGE:	113,576 S.F.
UNIT 301 - OFFICE:	14,822 S.F.
UNIT 301 - TERRACE:	1,331 S.F.
UNIT 311 - CONDO:	12,015 S.F.
UNIT 311 - CONDO:	12,128 S.F.
UNIT 311 - CONDO:	12,111 S.F.
NORTHWEST STAIR:	121 S.F.
ELEVATOR CORRIDOR:	1840 S.F.
SOUTHEAST STAIR:	1207 S.F.
SOUTHWEST STAIR & SOUTH ELEVATOR:	1,351 S.F.

NOTE:  
SQUARE FOOTAGE IS CALCULATED  
FROM OUTSIDE OF EXTERIOR WALLS  
AND CENTER OF DEMISING WALLS



NOTE:  
SHELL ONLY PERMIT.  
TENANT BUILD-OUT DRAWINGS AND  
MEP DRAWINGS TO BE SUBMITTED  
TO CITY UNDER SEPARATE PERMIT.  
-PROVIDE TEMPORARY FURNACE,  
LIGHTING AND POSER AS REQUIRED

### WALL TYPE KEY

	ELEVATOR	E OR IF CONC. BLK. & REINFORCING PER STRUCTURAL PLANS IS MORE RATED BLK. DESIGN RAYS OR RAYS ?
	GARAGE LEVEL	E OR IF CONC. BLK. & REINFORCING PER STRUCTURAL PLANS IS MORE RATED BLK. DESIGN RAYS OR RAYS ?
	FRAMED WALL AT STAIRWELL	IF MOISTURE OR IF MOISTURE NOT STOPS STOP 2" CONC. BLK. & REINFORCING PER STRUCTURAL PLANS IS MORE RATED BLK. DESIGN RAYS OR RAYS ?
	EXTERIOR WALL	IF MOISTURE OR IF MOISTURE NOT STOPS STOP 2" CONC. BLK. & REINFORCING PER STRUCTURAL PLANS IS MORE RATED BLK. DESIGN RAYS OR RAYS ?
	INTERIOR WALL	IF MOISTURE OR IF MOISTURE NOT STOPS STOP 2" CONC. BLK. & REINFORCING PER STRUCTURAL PLANS IS MORE RATED BLK. DESIGN RAYS OR RAYS ?

DEC. 22, 2016 - REVISED FOR CONSTRUCTION

PROPOSED NEW OFFICE/RESIDENTIAL CONDOMINIUMS:  
FIRST STREET - BLDG. 3

ST. CHARLES, ILLINOIS 60174  
FIRST STREET DEVELOPMENT, LLC

MC

BLDG. 3

Revisions:



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Commission: 2505  
Issue Date: 8-8-2014  
Drawn By: CDZ  
THIRD FLOOR  
PLAN

Sheet:

A5 of 12

# FOURTH FLOOR SQUARE FOOTAGE

GROSS SQUARE FOOTAGE:	13,874 S.F.
UNIT 401 - OFFICE:	5,822 S.F.
UNIT 401 - TERRACE:	138 S.F.
UNIT 4B - CONDO:	12,078 S.F.
UNIT 4C - CONDO:	13,228 S.F.
UNIT 4D - CONDO:	12,741 S.F.
NORTHWEST STAIR:	121 S.F.
ELEVATOR CORRIDOR:	1840 S.F.
SOUTHEAST STAIR:	1301 S.F.
SOUTHWEST STAIR & SOUTH ELEVATOR:	1381 S.F.

NOTE:  
SQUARE FOOTAGE IS CALCULATED  
FROM OUTSIDE OF EXTERIOR WALLS  
AND CENTER OF SERVING WALLS.

## FOURTH & FIFTH FLOOR DOOR SCHEDULE

MARK	DOOR SIZE	SHD.	THK.	DOOR TYPE	MATL.	FINISH	FRAME TYPE	MATL.	FINISH	HOW SET	REMARKS
(1)	3'-0" x 8'-0"	A6								PANIC	1/2 HR/CLOSER
(2)	3'-0" x 8'-0"	A6								PANIC	3/4 HR/CLOSER
(3)	3'-0" x 7'-0"	A6								PANIC	1/2 HR/CLOSER
(4)	3'-0" x 7'-0"	A6								PANIC	1/2 HR/CLOSER
(5)	3'-0" x 8'-0"	A6								PANIC	1/2 HR/CLOSER
(6)	3'-0" x 7'-0"	A6								PANIC	1/2 HR/CLOSER
(7)	3'-0" x 7'-0"	A6								PANIC	1/2 HR/CLOSER
(8)	3'-0" x 7'-0"	A6								PANIC	1/2 HR/CLOSER
(9)	3'-0" x 7'-0"	A6								PANIC	1/2 HR/CLOSER
(10)	3'-0" x 7'-0"	A6								PANIC	1/2 HR/CLOSER
(11)	3'-0" x 7'-0"	A6								PANIC	1/2 HR/CLOSER
(12)	3'-0" x 7'-0"	A6								PANIC	1/2 HR/CLOSER
(13)	3'-0" x 7'-0"	A6								PANIC	1/2 HR/CLOSER
(14)	3'-0" x 7'-0"	A6								PANIC	1/2 HR/CLOSER
(15)	3'-0" x 7'-0"	A6								PANIC	1/2 HR/CLOSER
(16)	3'-0" x 7'-0"	A6								PANIC	1/2 HR/CLOSER
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(20)	3'-0" x 7'-0"	A6								PANIC	1/2 HR/CLOSER
(21)	3'-0" x 7'-0"	A6								PANIC	1/2 HR/CLOSER
(22)	3'-0" x 7'-0"	A6								PANIC	1/2 HR/CLOSER
(23)	3'-0" x 7'-0"	A6								PANIC	1/2 HR/CLOSER
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(99)	3'-0" x 7'-0"	A6								PANIC	1/2 HR/CLOSER
(100)	3'-0" x 7'-0"	A6								PANIC	1/2 HR/CLOSER

## WALL TYPE KEY

(1) ELEVATOR	1/2 HR/CLOSER
(2) ELEVATOR	1/2 HR/CLOSER
(3) ELEVATOR	1/2 HR/CLOSER
(4) ELEVATOR	1/2 HR/CLOSER
(5) ELEVATOR	1/2 HR/CLOSER
(6) ELEVATOR	1/2 HR/CLOSER
(7) ELEVATOR	1/2 HR/CLOSER
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(89) ELEVATOR	1/2 HR/CLOSER
(90) ELEVATOR	1/2 HR/CLOSER
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(93) ELEVATOR	1/2 HR/CLOSER
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(96) ELEVATOR	1/2 HR/CLOSER
(97) ELEVATOR	1/2 HR/CLOSER
(98) ELEVATOR	1/2 HR/CLOSER
(99) ELEVATOR	1/2 HR/CLOSER
(100) ELEVATOR	1/2 HR/CLOSER

FOURTH FLOOR PLAN  
SCALE: 1/8" = 1'-0"

NOTE:  
REVIEW ONLY PERMIT  
REVIEW BUILD-OUT DRAWINGS AND  
REVIEW PERMITS TO BE SUBMITTED  
TO CITY UNDER SEPARATE PERMIT.  
INCLUDE TYPICAL DETAILS,  
LIGHTING AND POWER AS REQUIRED.

DEC. 22, 2016 - REVISED FOR CONSTRUCTION

PROPOSED NEW OFFICE/RESIDENTIAL CONDOMINIUMS:  
FIRST STREET - BLDG. 3

ST. CHARLES, ILLINOIS 60184  
FIRST STREET DEVELOPMENT, LLC

BLDG. 3

Revisions:

OWNER/CLIENT

DATE: 12-22-2016

BY: [Signature]

DATE: 12-22-2016

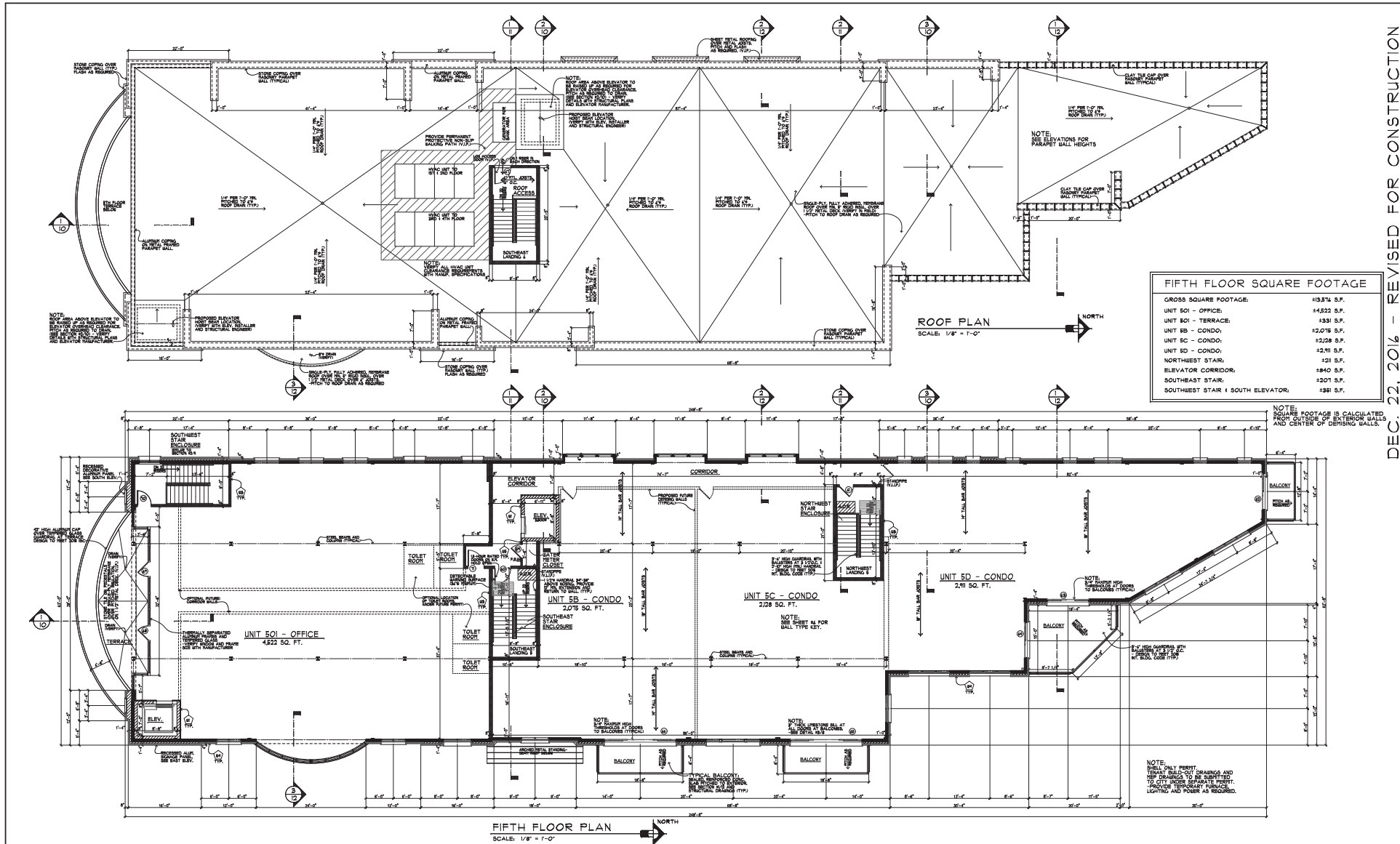
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DATE: 12-22-2016

BY: [Signature]

DATE: 12-22-2016





DEC. 22, 2016 - REVISED FOR CONSTRUCTION

PROPOSED NEW OFFICE/RESIDENTIAL CONDOMINIUMS:

FIRST STREET - BLDG. 3

ST. CHARLES, ILLINOIS 60184

FIRST STREET DEVELOPMENT, LLC

PLOTTED: 11/22/2016

BLDG. 3

Revisions:

OWNER/CLIENT: REV. 2-25-2016

DATE: 11/22/2016

BY: [Signature]

DATE: 11/22/2016

BY: [Signature]

DATE: 11/22/2016

BY: [Signature]

DATE: 11/22/2016

BY: [Signature]

DATE: 11/22/2016

BY: [Signature]

DATE: 11/22/2016

BY: [Signature]

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BY: [Signature]

DATE: 11/22/2016

BY: [Signature]

DATE: 11/22/2016

BY: [Signature]

DATE: 11/22/2016

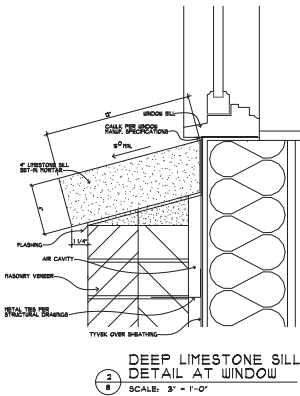
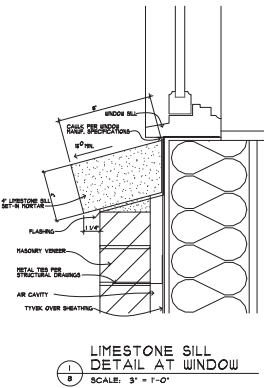
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BY: [Signature]

DATE: 11/22/2016

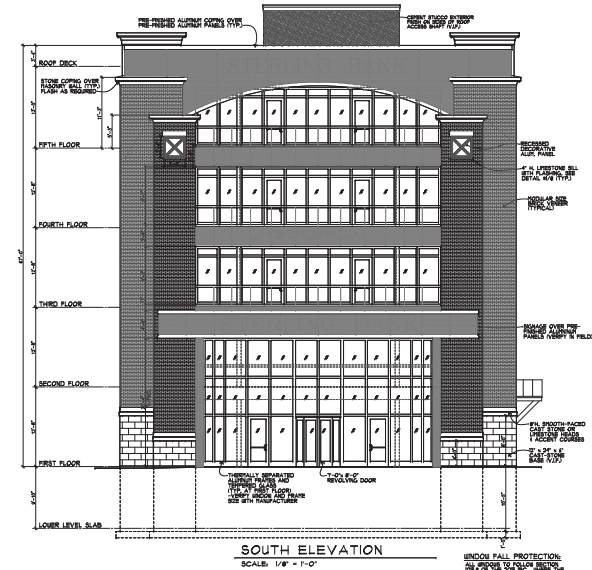
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NOTE:  
WINDOWS ARE WEATHER SHIELD WINDOWS (UNLO)  
VERIFY AVAIL. SIZES BY FANF - UPGRADE AS REQUIRED.  
VERIFY WINDOW MANUFACTURER'S PATTERN BY OWNER AND  
INSTALL PER MANUFACTURER'S SPECIFICATIONS.  
CONTRACTOR TO VERIFY ALL WINDOW HEIGHTS  
GLAZED PENETRATION TO PROVIDE A MAXIMUM  
5% FACTOR PER 2001 ICC  
3/8\"/>

NOTE:  
INSTALL ALL FLASHING & SEALANT AS REQUIRED FOR  
WEATHERPROOF EXTERIOR - ALL FLASHING INSTALLATION  
TO FOLLOW DETAILS FROM SHEET METAL & AIR  
CONDITIONING CONTRACTORS NATIONAL ASSOCIATION INC.  
ARCHITECTURAL SHEET METAL MANUAL TOP OF FLASHING  
TO BE INSTALLED UNDER TYPIC.  
T - FULLY TEMPERED GLASS

NOTE:  
ALL MASONRY DETAILS TO FOLLOW RECOMMENDED  
PRACTICES BY THE MASONRY ADVISORY COUNCIL  
SEMI-ANNUAL CONSTRUCTION PRACTICES, 2013, AND  
EXPANSION CONTRACTING UNITS, 2013, AND SEAL  
MASONRY, MORTAR, STONE & CEMENT AT PARAPET  
DALLS AS REQUIRED FOR SATISFACTORY FINISH.



DEC. 22, 2016 - REVISED FOR CONSTRUCTION



STATE OF ILLINOIS  
DESIGN PROFESSIONAL  
REGISTRATION NUMBER  
04002461

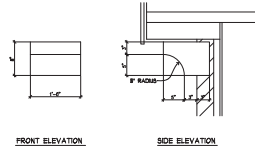
PROPOSED NEW OFFICE/RESIDENTIAL CONDOMINIUMS:  
**FIRST STREET - BLDG. 3**  
ST. CHARLES, ILLINOIS 60187  
FIRST STREET DEVELOPMENT, LLC

BLDG. 3

Revisions:  
1. OWNER CLINT  
2. 5-22-2014

Commission: 2500  
Issue Date: 8-8-2014  
Drawn By: COZ  
SOUTH AND EAST  
ELEVATIONS

Sheet:  
**A8**  
of: 9

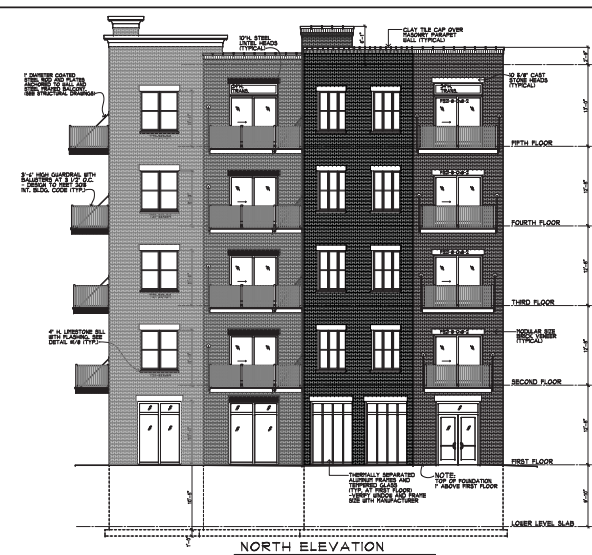


FRONT ELEVATION  
SIDE ELEVATION  
**SMOOTH LIMESTONE  
BRACKET DETAIL**  
SCALE: 1" = 1'-0"

**NOTE:**  
WINDOWS ARE WEATHER SHIELD WINDOWS (UNO) VERY SMALL SIZES BY HAND - UPGRADE AS REQUIRED. VERY UNUSUAL PATTERN BY OWNER AND INSTALL PER MANUFACTURER'S SPECIFICATIONS.  
CONTRACTOR TO VERIFY ALL WINDOW HEIGHTS.  
GLAZED PENETRATION TO PROVIDE A MAXIMUM U-FACTOR PER DOE 2001.  
36 FIXED PENETRATION.  
45 OPERABLE PENETRATION.  
T - FULLY TEMPERED GLASS.

**NOTE:**  
INSTALL ALL FLASHING & SEALANT AS REQUIRED FOR WEATHERTIGHT EXTERIOR - ALL FLASHING INSTALLATION TO FOLLOW DETAILS FROM SHEET METAL & AIR CONDITIONING CONTRACTORS NATIONAL ASSOCIATION INC. ARCHITECTURAL SHEET METAL MANUAL. TOP OF FLASHING TO BE INSTALLED UNDER TILE.

**NOTE:**  
ALL MASONRY DETAILS TO FOLLOW RECOMMENDED PRACTICES BY THE MASONRY ADVISORY COUNCIL. SEPARATORS INCLUDING FLASHING, TIES, AND EXPANSION JOINTS. MORTAR, STONE & BRICK SHALL BE AS REQUIRED FOR SATISFACTORY FINISH.



**NORTH ELEVATION**  
SCALE: 1/8" = 1'-0"



**WEST ELEVATION**  
SCALE: 1/8" = 1'-0"

DEC. 22, 2016 - REVISED FOR CONSTRUCTION

STATE OF ILLINOIS  
SEAL OF THE PROFESSIONAL ENGINEER  
REGISTRATION NUMBER 04002481

PROPOSED NEW OFFICE/RESIDENTIAL CONDOMINIUMS:  
**FIRST STREET - BLDG. 3**

ST. CHARLES, ILLINOIS 60611  
FIRST STREET DEVELOPMENT, LLC

BLDG. 3

Revisions:  
OWNER/CLIENT  
DATE: 5-22-2014

Commission: 2500  
Issue Date: 5-22-2014  
Drawn By: CDZ  
North and West  
Elevations

Sheet:  
**A9**  
of 9