

**City of St. Charles, Illinois**

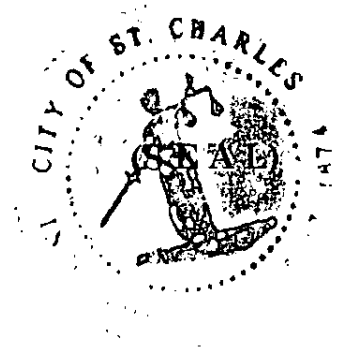
**Ordinance No. 2008-Z-18**

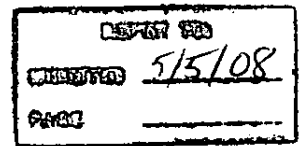
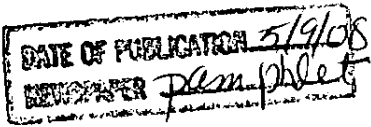
**Ordinance Rezoning Property and Granting a Special  
Use as a Planned Unit Development for Corporate  
Reserve of St. Charles PUD (A Portion of the West  
Gateway PUD)**

**Adopted by the  
City Council  
of the  
City of St. Charles  
May 5, 2008**

**Published in pamphlet form by  
authority of the City Council  
of the City of St. Charles,  
Kane and Du Page Counties,  
Illinois, May 9, 2008**

*Nancy Garrison*  
\_\_\_\_\_  
City Clerk





ORDINANCE NO. 2008-Z-18

**AN ORDINANCE REZONING PROPERTY AND GRANTING A SPECIAL USE AS A PLANNED UNIT DEVELOPMENT FOR CORPORATE RESERVE OF ST. CHARLES PUD (A PORTION OF THE WEST GATEWAY PUD)**

WHEREAS, a petition for rezoning from the BC Community Business District to the O-R Office-Research District for the real estate described in Exhibit I-C attached hereto and made a part hereof (hereinafter sometimes referred to as "O-R Parcel") and retaining the BC Community Business District zoning of the real estate described in Exhibit I-B attached hereto and made a part hereof (sometimes referred to as "BC Parcel") has been filed by SR&J Real Estate, LLC, an Illinois limited liability company as contract purchaser of the real estate described in Exhibit "I-A" attached hereto and made a part hereof (hereinafter sometimes referred to as "Subject Property"); and

WHEREAS, a petition for granting a Special Use as a Planned Unit Development for the Subject Property has been filed by SR&J Real Estate, LLC, as contract purchaser of the Subject Property; and

WHEREAS, St. Charles Fairgrounds Office Park Investors, LLC, an Illinois Limited Liability Company ("DEVELOPER") is successor in interest to SR&J Real Estate, LLC as contract purchaser ; and

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

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

WHEREAS, the City Council of the City of St. Charles hereby makes the following findings of fact:

**FINDINGS OF FACT FOR REZONING:**

**1. The existing uses and zoning of nearby property.**

Immediately north is the Chicago Great Western Railroad right-of-way and Kane County Forest Preserve land. East of the property is more Kane County Forest Preserve land, a townhouse development zoned RM-1 - Mixed Medium Density and a large commercial development zoned BC -Community Business. South of the property, across Main Street, is commercial land zoned BL - Local Business and residential land zoned RM-2 - Medium Density Multi-Family. West of the property is the NICOR right-of-way then several parcels

zoned BC - Community Business and a townhouse development zoned RM-1 - Mixed Medium Density.

The current industrial/manufacturing use of the property is inconsistent with the surrounding uses and the Comprehensive Plan. The proposed corporate campus consisting of high-quality office buildings and retail uses follows surrounding uses and planned developments in the immediate vicinity and is consistent with the Comprehensive Plan.

The proposed use will benefit adjacent commercial properties by stimulating more demand as the office market becomes increasingly established along North Avenue. This location will provide a high quality office product not currently available in the market which will, in turn, allow surrounding properties to also capture tenants that are currently exiting the market in search of quality space.

The proposed use is also a benefit to surrounding residential uses because the uses are quiet when residents are typically home. At night and on the weekends, the Subject Property will offer professionally landscaped, quiet campus for neighbors to use (bike/walking paths, open space, ponds, etc.).

**2. The extent to which property values are diminished by the existing zoning restrictions. (Compare the value of the Subject Property and near by properties under the current zoning to their potential value under the proposed zoning.)**

The value of the subject and nearby properties will increase under the proposed zoning because of the consistency of the proposed use with the surrounding uses and the quality of the proposed development. Nearby properties will benefit from their proximity to the actively and commerce that will be based on the subject site.

**3. The extent to which the reduction of the property's value under the existing zoning restrictions promotes the health, safety, morals or general welfare of the public. (If the existing zoning decreases the value of the subject realty, does it also produce any perceptible public benefits?)**

There are no perceptible public benefits to keeping the current zoning. Without rezoning the property, the current industrial/manufacturing use will remain, thereby suppressing the value of the surrounding properties due to the inconsistency with adjacent uses.

**4. The suitability of the property for the purposes for which it is presently zoned, i.e. the feasibility of developing the property for one or more of the uses permitted under the existing zoning classification.**

The proposed zoning will allow the property to be developed into an institutional quality corporate campus that will capture the existing demand in the market. The current zoning will not allow the critical mass necessary for a development of this caliber to succeed. The surrounding properties will benefit from the synergies created by the commerce generated by the development of the Subject Property. Demand for and the value of nearby properties will increase as this location becomes increasingly established as the commercial center of the west side of St. Charles.

**5. The length of time that the property has been vacant, as presently zoned, considered in the context of the land development in the area where the property is located.**

The property is currently used by an industrial/manufacturing operation. The current use is inconsistent with both the Comprehensive Plan and the commercial and residential uses in the area. The portion of the property that is vacant has remained so since its annexation in 1990, while most of the surrounding property has been or is being developed.

**6. The evidence or lack of evidence, of the community's need for the uses permitted under the proposed district. (Development trends, market forces, and the Comprehensive Plan may be considered.)**

The development trends in the Randall Road/Route 64 market continue to capture demand for office and retail space in the marketplace. Recent office developments on Dean Street north of the Subject Property have enjoyed success as evidenced by their high occupancy rates. Strong presales of the medical office condominiums west of the Subject Property also demonstrate office demand. The Business Enterprise designation of the subject in the Comprehensive Plan further evidences the City's desire to continue the commercial development in this section of Route 64.

**7. The consistency of the proposed amendment with the City's Comprehensive Plan.**

The proposed amendment is consistent with the Business Enterprise designation in the Comprehensive Plan.

**8. Whether the proposed amendment corrects an error or omission in the Zoning Map.**

There are currently no errors or omissions in the Zoning Map relative to the Subject Property.

**9. The extent to which the proposed amendment creates nonconformities. (Generally it is not appropriate to rezone a property unless it can comply with the requirements of the new zoning.)**

The proposed amendment will create no nonconformities.

**10. The trend of development, if any, in the general area of the property in question.**

Development on Route 64 west of Randall Road has been predominantly commercial in nature. The Zylstra development at the southwest corner of Randall Road and Route 64 is retail oriented around a Harley-Davidson motorcycle dealership. Immediately east of the Subject Property is a mix of retail and office uses including a new Aldi grocery store. Immediately west of the adjacent NICOR right-of-way is a vacant parcel that is planned for an office building. To the west of that property is new commercial development including a new medical office condominium and bank branch.

Development along Randall Road has been primarily retail uses. Past and recent development along the Randall Road corridor has solidified this stretch as the principal area of commercial and economic growth in St. Charles.

The proposed development of the Subject Property is consistent with past and recent development trends in the general area.

**FINDINGS OF FACT FOR SPECIAL USE FOR A PUD:**

**Section A: Determination as to whether the proposed PUD is in the public interest:**

**1. How the proposed PUD advances the purposes of the Planned Unit Development procedure (Section 17.04.400 A through G):**

A. To promote a creative approach to site improvements and building design that result in a distinctive, attractive development that has a strong sense of place, yet becomes an integral part of the community.

The proposed PUD will create a premier office campus to host the business activities of the community. The size of the property allows for the creation of a modern, integrated office park that offers a range of office products from single-story to multi-story designs. The location on Main Street, proximate to the growing Randall Road corridor and the Kane County Courthouse, make the PUD and the use appropriate for this site.

B. To create places oriented to the pedestrian that promote physical activity and social interaction, including but not limited to walkable neighborhoods, usable open space and recreational facilities for the enjoyment of all.

The property will feature a walking/bike path which will connect the existing termini on Woodward Drive and will connect to the Great Western Trail. Park areas will be located along the path to encourage office tenants to use and enjoy the amenity before, during and after their workday. The path will be located to emphasize the ponds and open areas of the site.

C. To encourage a harmonious mix of land uses and a variety of housing types and prices. The PUD blends office and retail uses along the heavily traveled Main Street with the office uses north of Woodward Drive. This allows retail and restaurant uses to capitalize on the frontage on Main Street while providing an effective transitional use to the office on the north side of the site.

D. To preserve native vegetation, topographic and geological features, and environmentally sensitive areas.

The PUD incorporates the potential sensitive wetlands and their buffer areas as undisturbed open space. This will allow these areas to continue to benefit the natural environment.

The site plan follows the current rolling topography with grading to satisfy engineering requirements. A retaining wall in the eastern setback helps reduce the required changes to the topography. Working with the natural contours of the site will provide a more visually interesting setting where the first floor elevations vary throughout the campus.

The PUD includes tree preservation in those areas where quality species and specimens exist that are not impacted by roadways, ponds, infrastructure, building and parking lot locations. Existing

trees located in the setback along the east property line were evaluated for their health and survivability and it was determined that recent grading in the area compromised the viability of the remaining trees. Attention will be paid to preserving additional trees on the site as sitework is underway and field assessments identify further opportunities to save trees.

E. To promote the economical development and efficient use of land, utilities, street improvements, drainage facilities, structures and other facilities.

The proposed development includes improvements to address traffic congestion in this area of Main Street. In addition, Woodward Drive, which parallels Main Street and currently terminates at the east and west property lines of the subject, will be completed within the Subject Property to provide an alternative to Main Street.

The PUD also will link storm sewer, sanitary sewer, water and electric infrastructure that currently terminates on either side of the property. This will complete improvements that have been designed into adjacent developments in anticipation of the development of the subject site.

F. To encourage redevelopment of sites containing obsolete or inappropriate buildings or uses.

The current manufacturing/industrial use of the property is inconsistent with recent development surrounding the site. The obsolete manufacturing buildings no longer meet the needs of industrial users. The proposed retail and office uses are consistent with recent development in the area and represent a dramatic improvement over the current manufacturing use.

G. To encourage a collaborative process among developers, neighboring property owners and residents, governmental bodies and the community.

The proposed site plan is the result of numerous meetings with the City, public hearings with governmental leaders and meetings with surrounding property owners. This iterative process has incorporated the feedback from all stakeholders associated with the PUD.

**2. How the proposed PUD conforms with the standards applicable to Special Uses (Section 17.04.330):**

A. Public Convenience: The Special Use will serve the public convenience at the proposed location.

The proposed Special Use will allow for the development of a modern, high quality environment for the conduct of commerce in St. Charles. The site will allow a concentration of business activity for members of the community.

The development will generate significant real estate and sales tax revenue without adding a material burden to City services.

The development will improve traffic and utility infrastructure. Main Street, an IDOT SRA route, will be expanded to improve traffic flow in the area. Woodward Drive, a secondary road paralleling Main Street, will be connected to provide an alternative to travel on Main Street.

B. Sufficient Infrastructure: That adequate utilities, access roads, drainage and/or necessary facilities have been, or are being, provided.

Roadway improvements will be completed as part of the development to further enhance traffic flow on SRA Route 64. Further, Woodward Drive will be connected from its current termini on the east and west of the site which will provide an alternative to travel on Main Street. Sanitary sewer, storm sewer, water and electric capacities have all been designed in anticipation of the development of this site. Connection points to all utilities have been provided in proximity to the subject site. The storm water management systems have been designed to provide adequate capacity for the site and all existing flow from adjacent sites.

C. Effect on Nearby Property: That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish or impair property values within the neighborhood.

The proposed Special Use will enhance the surrounding properties by improving the roadways and infrastructure while providing a high quality office campus to the community. The proposed development will complement the existing office properties by further solidifying the Main Street commercial corridor as a growing and vibrant office market. The subject site will contribute to the existing retail uses by increasing the daytime population of shoppers and restaurant patrons. The development will also enhance the surrounding residential uses by providing bike/walking paths and abundant open space for public use and limited disruption on nights and weekends when neighboring residents are typically home.

D. Effect on Development of Surrounding Property: That the establishment of the Special Use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

The commercial developments in the vicinity along Main Street will benefit from the additional concentration of office and retail uses proposed for the site. The proposed development will create additional critical mass for continuing commercial development of surrounding properties. The high quality of the development will support the adjoining residential developments by creating attractive daytime uses which are generally quiet at night and on the weekends. The proposed development represents a dramatic improvement for all property types over the existing industrial/manufacturing use of the property.

E. Effect on General Welfare: That the establishment, maintenance or operation of the Special Use will not be detrimental to or endanger the public health, safety, comfort or general welfare.

The Special Use is consistent with the St. Charles Comprehensive Plan and will not be detrimental to or endanger the public health, safety, comfort or general welfare of the citizens of St. Charles. The Special Use will allow the property to serve as an asset to the business community and will generate substantial revenue for the City.

F. Design Review: That the proposed Special Use meets or exceeds the applicable Design Review Standards of Chapter 17.06 and other applicable provisions of this Title.

The Special Use exceeds the applicable Design Review Standards by incorporating substantial

open space and natural features into the site plan to create an environment for the aesthetically pleasing architecture of the buildings. Particular attention has been paid to outdoor features such as bike/walking paths, picnic areas, ponds, water features and open space. Abundant landscaping will further enhance the natural environment. Buildings will be designed and constructed to Class A standards and will feature interesting and varied architecture with common design elements and harmonious materials and colors. The deviations from the Design Review standards are minor and are consistent with quality architecture and design for an office campus development.

**3. Explain how the proposed PUD will be beneficial to the physical development, diversity, tax base and economic well being of the City.**

The proposed PUD will be beneficial to the physical development of St. Charles by creating a high quality office campus offering abundant open space, superior architectural design and modern amenities not currently available in the market. This office development will contribute to the diversity of the City by offering prospective office tenants the quality of office space that will keep citizens from commuting outside of St. Charles and will attract new users from the surrounding area. The establishment of this location as a business center for St. Charles will also enhance the development of surrounding commercial properties.

The real estate taxes generated by the proposed office space plus the real estate and sales taxes from the retail areas will directly contribute to the tax base without adding a material burden to municipal services. In addition, the City will benefit from increased daytime population and the attendant spending at local restaurants and businesses.

**4. Explain how the proposed PUD conforms to the intent of the Comprehensive Plan.**

The property is designated as Business Enterprise in the current St. Charles Comprehensive Plan. The proposed underlying zoning of BC - Community Business District and OR -Office Research District is consistent with the intent of the Comprehensive Plan.

**5. Indicate whether the proposed PUD conforms to all existing Federal, State and local legislation and regulation.**

The proposed PUD conforms to all existing Federal, State and local legislation and regulation. All design elements meet or exceed the requirements of the proposed underlying zoning per the St. Charles zoning code and will also satisfy all Federal and State legislation and regulation.

**Section B: Justification for the proposed relief from ordinance requirements:**

A. The PUD will provide community amenities beyond those required by ordinance, such as recreational facilities, public plazas, gardens, public area, pedestrian and transit facilities.

The abundant open space, lush landscape and low building density exceed the standards required by ordinance. The walking biking path will connect Woodward Drive to the Great Western Trail on the northwest side of the property, allowing the public to not only enjoy the natural setting created by the PUD but also to better access and utilize existing public improvements.



B. The PUD will preserve open space, natural beauty or critical environmental areas in excess of what is required by ordinance or other legislation.

The PUD is designed to blend with the existing topography and natural setting of the site. Open green space is well above requirements while building density is well below the current -40 FAR allowed.

C. The PUD will provide superior landscaping, buffering or screening.

Setbacks will be heavily landscaped to buffer the property from adjacent uses. The buildings have been situated away from property lines to further buffer adjoining properties and to reduce any visual impact on existing uses.

D. The buildings within the PUD offer high quality architectural design.

The building design is intended to set a new standard for architecture in the marketplace. The quality of the design, combined with the modern, natural materials, will create an office product that will attract tenants to the market who are interested in establishing their business in St. Charles but currently do not have a Class A office campus available.

E. The PUD provides for energy efficient building and site design.

The buildings feature a high percentage of thermal glass allowing a large amount of sunlight to enter the buildings while still providing efficient insulating qualities. The increased sunlight entering the office space will allow tenants to reduce the need for artificial lighting. The landscaping is designed to require minimal irrigation which will reduce the amount of water consumed on site. The large open green areas will help absorb rainwater, improve air quality and provide habitat for birds and animals.

F. The PUD provides for the use of innovative storm water management techniques.

The storm water system has been integrated into the site to provide focal points to the entrances to the property and natural settings for the walking/bike path. The wet-bottom ponds will allow for on-site detention of water and will allow for settling of sediment prior to release to adjacent downstream properties.

G. The PUD provides accessible dwelling units in numbers or with features beyond what is required.

Not Applicable.

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

**SECTION 1.** That Section 17.10.020 of Title 17 of the St. Charles Municipal Code, as amended, and as set forth in the Zoning District Map as described therein and on file in the Office

of the City Clerk, is hereby amended by: a) rezoning the O-R Parcel to the O-R Office Research District, and b) the granting of a Special Use as a Planned Unit Development for the entire Subject Property, pursuant to the provisions of Title 17 of the St. Charles Municipal Code, as amended, all of the Subject Property being subject to the additional conditions, variations and restrictions hereinafter set forth.

**SECTION 2.** That the Subject Property may be developed only in accordance with the St. Charles Municipal Code as now in effect or as hereafter amended (except as specifically varied herein), the requirements of the BC or O-R zoning district, as appropriate, (except as specifically varied herein), and in accordance with the additional procedures, definitions, uses, and standards restrictions contained herein and set forth in Exhibits "IV-A", "IV-B", "V", "VI-A", "VI-B", "VI-C", "VI-D", "VI-E", and "VI-F", all as attached hereto and made a part hereof..

**A. Zoning Requirements and Standards**

1. Permitted and Special Uses: Exhibit "IV-A" as to the BC Parcel and Exhibit "IV-B" as to the O-R Parcel shall govern with respect to the uses to be allowed as permitted and special uses within those respective portions of the Subject Property, as set forth therein.
2. Bulk Requirements: The Bulk Requirements set forth in Exhibit "IV-A" as to the BC Parcel and Exhibit "IV-B" as to the O-R Parcel shall govern with respect to the development of the Subject Property.
3. Signs: Signs shall be permitted as set forth in the provisions of Title 17 of the St. Charles Municipal Code and of Exhibits "IV-A", "IV-B", and "VI-E".
4. Maximum Total Floor Area: The maximum total floor area of all buildings on the Subject Property shall be as set forth in Exhibits "IV-A" and "IV-B"..
5. Design Review Standards: Sites improvements, buildings and structures constructed from time to time within the O-R Parcel shall conform with the Design Review standards and guidelines contained in Exhibit "IV-B" attached hereto and made a part hereof.

**B. Approval of Plans:** The following plans, reduced size copies of which are

attached hereto as Exhibits “VI-A”, “VI-B”, “VI-C”, “VI-D”, “VI-E”, and “VI-F”, are hereby approved:

1. Aerial Photograph with Phasing Lines prepared by Mackie Consultants, LLC dated March 18, 2008 (Exhibit VI-A)
2. PUD Preliminary Plan - Phase I prepared by Mackie Consultants, LLC consisting of sheets 1 through 9, dated April 29, 2008 (includes Preliminary Plat of Subdivision and Sketch Plan (Exhibit VI-B)
3. PUD Preliminary Landscape Plans – Phase I prepared by Kinsella Landscape, Inc. consisting of sheets L-0 through L-7, dated April 28, 2008 (Exhibit VI-C)
4. PUD Preliminary Electrical Plans – Phase I prepared by Kornacki and Associates, Inc. consisting of sheets E1, E1A, E2, E2A, E3, E3A, E4, and E5, dated April 4, 2008. (VI-D)
5. Architectural Site Plan dated April 21, 2008 and Freestanding Sign Details dated March 18, 2008 prepared by Wright Heerema Architects (Exhibit VI-E)
6. PUD Preliminary Building Elevations – Phase I prepared by Wright Heerema Architects consisting of a One Story Building Elevation, Three Story Building Elevation, One Story Exterior Rendering, and Three Story Exterior Rendering, dated December 27, 2007 (Exhibit VI-F)

These plans constitute a PUD Preliminary Plan for Phase I, a PUD Sketch Plan for the remainder of the Subject Property, and a Preliminary Subdivision Plat for the Subject Property. .

**C. Miscellaneous**

Provisions of the Annexation Agreement set forth in Exhibit “V” are incorporated herein by reference as if fully set forth herein.

**SECTION 3. HOLD HARMLESS AND INDEMNIFICATION**

In the event a claim is made against the CITY, its officers, other officials, agents and employees or any of them, or if the CITY is made a party-defendant in any proceeding arising out of or in connection with the approval and issuance of a Special Use Permit for a Planned Unit

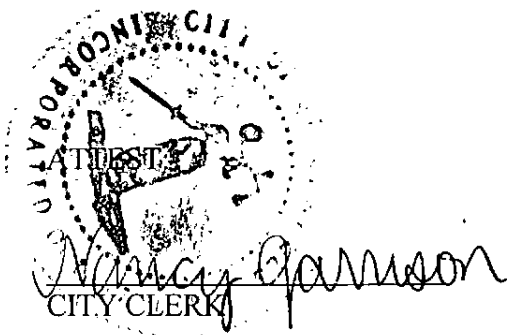
Development for the Subject Property, or the development of the Subject Property, the DEVELOPER shall defend and hold the CITY and such officers, other officials, agents and employees harmless from all claims, liabilities, losses, taxes, judgments, costs and fees, including expenses and reasonable attorney's fees, in connection therewith. The CITY and such officers, other officials, agents and employees shall reasonably cooperate in the defense of such proceedings.

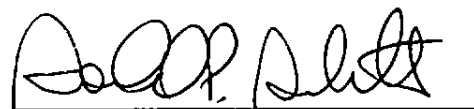
**SECTION 4.** That this Ordinance shall become effective from and after its passage and approval in accordance with law.

**PRESENTED** to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 5th day of May, 2008.

**PASSED** by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 5th day of May, 2008.

**APPROVED** by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois this 5th day of May, 2008.



  
MAYOR

COUNCIL VOTE:

AYES: 9

NAYS: 0

ABSENT: 1

**EXHIBIT "I-A"**  
**LEGAL DESCRIPTION OF CORPORATE RESERVE PUD/SUBJECT PROPERTY**

**PARCEL 1:**

THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID EAST HALF; THENCE NORTH 00 DEGREES, 35 MINUTES EAST ALONG THE WEST LINE OF SAID HALF 100.0 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 47 MINUTES 07 SECONDS EAST 320.0 FEET; THENCE NORTH 31 DEGREES 13 MINUTES EAST 190.96 FEET TO THE SOUTHWESTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO GREAT WESTERN RAILROAD (NOW ABANDONED); THENCE NORTH 58 DEGREES 47 MINUTES WEST ALONG SAID SOUTHWESTERLY LINE 484.98 FEET TO SAID WEST LINE, THENCE SOUTH 00 DEGREES 35 MINUTES ALONG SAID WEST LINE 413.49 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THE WEST 66.0 FEET, MEASURED AT RIGHT ANGLES TO THE WEST LINE THEREOF) IN ST. CHARLES TOWNSHIP, KANE COUNTY, ILLINOIS.

**PARCEL 2:**

THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID EAST HALF; THENCE NORTH 0 DEGREES 35 MINUTES EAST ALONG THE WEST LINE OF SAID EAST HALF 100.0 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 07 SECONDS EAST 320.0 FEET; THENCE NORTH 31 DEGREES 13 MINUTES EAST 190.96 FEET TO THE SOUTHWESTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO GREAT WESTERN RAILROAD (NOW ABANDONED); THENCE SOUTH 58 DEGREES 47 MINUTES EAST ALONG SAID SOUTHWESTERLY LINE 511.94 FEET TO THE SOUTH LINE OF SAID EAST HALF; THENCE NORTH 89 DEGREES 47 MINUTES 07 SECONDS WEST ALONG SAID SOUTH LINE 857.81 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THE WEST 66.00 FEET, MEASURED AT RIGHT ANGLES TO THE WEST LINE THEREOF) IN ST. CHARLES TOWNSHIP, KANE COUNTY, ILLINOIS.

**PARCEL 3:**

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF PINE RIDGE PARK PHASE ONE, A SUBDIVISION RECORDED JANUARY 31, 2006 AS DOCUMENT NUMBER 2006K011887, AND THE CENTERLINE OF ILLINOIS ROUTE 64, RECORDED APRIL 3, 2001 AS DOCUMENT NUMBER 2001K029370. THENCE NORTH 00 DEGREES 25 MINUTES 30 SECONDS WEST, ALONG SAID WEST LINE AND THE WEST LINE OF REGENCY ESTATES, A SUBDIVISION RECORDED JANUARY 31, 2006 AS DOCUMENT NUMBER 2006K011886, 1327.89 FEET TO THE NORTHWEST CORNER OF SAID REGENCY ESTATES. THENCE SOUTH 85 DEGREES 44 MINUTES 00 SECONDS EAST, ALONG THE NORTH LINE OF SAID REGENCY ESTATES, 1.06 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29, AS OCCUPIED AND MONUMENTED; THENCE NORTH 00 DEGREES 17 MINUTES 27 SECONDS WEST, ALONG SAID EAST LINE, 814.72 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE WEST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, 1244.24 FEET; THENCE SOUTHERLY ALONG A LINE FORMING AN ANGLE OF 90 DEGREES 07 MINUTES MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, 739.12 FEET; THENCE SOUTHERLY ALONG A LINE FORMING AN ANGLE OF 04 DEGREES 19 MINUTES TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, 471.23 FEET TO THE CENTER LINE; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE, 1181.28 FEET; THENCE SOUTHEASTERLY ALONG SAID CENTERLINE, BEING ALONG A CURVE TO THE LEFT, A CHORD DISTANCE OF 320.82 FEET TO THE POINT OF BEGINNING (EXCEPT THE RIGHT OF WAY OF THE GREAT WESTERN RAILROAD COMPANY AND EXCEPTING THEREFROM THAT PART TAKEN BY THE STATE OF ILLINOIS IN CONDEMNATION CASE 99ED-7 MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE

POINT OF INTERSECTION OF THE EAST LINE OF SAID SOUTHWEST QUARTER WITH THE CENTER LINE OF STATE ROUTE 64, SAID CENTER LINE BEING A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1790.78 FEET, AN ASSUMED CHORD BEARING OF 67 DEGREES 42 MINUTES 40 SECONDS WEST, AND A DISTANCE OF 328.79 FEET; THENCE 328.79 FEET NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO A POINT OF TANGENT; THENCE NORTH 62 DEGREES 26 MINUTES 54 SECONDS WEST, 1236.77 FEET ALONG SAID CENTER LINE; THENCE NORTH 02 DEGREES 45 MINUTES 42 SECONDS WEST, 46.32 FEET TO THE NORTHERLY RIGHT OF WAY OF STATE ROUTE 64; THENCE SOUTH 62 DEGREES 26 MINUTES 54 SECONDS EAST, 1133.61 FEET ALONG SAID RIGHT OF WAY; THENCE NORTH 27 DEGREES 33 MINUTES 06 SECONDS EAST, 6.56 FEET; THENCE SOUTH 62 DEGREES 26 MINUTES 54 SECONDS EAST, 33.14 FEET TO THE WESTERLY LINE OF A PERMANENT EASEMENT PER STATE OF ILLINOIS R.O.W. STRIP MAP (JOB NO. 91-009-71 REVISED JULY 21, 1971); THENCE SOUTH 27 DEGREES 33 MINUTES 06 SECONDS WEST, 6.56 FEET TO SAID RIGHT OF WAY; THENCE SOUTH 62 DEGREES 26 MINUTES 54 SECONDS EAST, 51.51 FEET ALONG SAID RIGHT OF WAY TO THE EASTERLY LINE OF SAID EASEMENT; THENCE NORTH 27 DEGREES 33 MINUTES 06 SECONDS EAST, 9.84 FEET; THENCE SOUTH 62 DEGREES 26 MINUTES 54 SECONDS EAST, 41.25 FEET TO A POINT OF CURVE; SAID CURVE BEING CONCENTRIC WITH AFOREMENTIONED STATE ROUTE 64 CENTER LINE BEING NORTHEASTERLY 49.84 FEET DISTANT THEREFROM, HAVING A RADIUS OF 1740.94 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 67 DEGREES 19 MINUTES 22 SECONDS EAST, 295.85 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 296.21 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 08 DEGREES 04 MINUTES 25 SECONDS EAST, 55.20 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING), IN THE TOWNSHIP OF ST. CHARLES, KANE COUNTY, ILLINOIS.

**EXHIBIT "I-B"**  
**LEGAL DESCRIPTION OF BC PARCEL**

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF PINE RIDGE PARK PHASE ONE, A SUBDIVISION RECORDED JANUARY 31, 2006 AS DOCUMENT NUMBER 2006K011887, AND THE NORTHERLY LINE OF ILLINOIS ROUTE 64, RECORDED APRIL 3, 2001 AS DOCUMENT NUMBER 2001K029370, ALSO BEING A POINT ON A CURVE; THENCE NORTHWESTERLY ALONG A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1740.94 FEET, AN ARC DISTANCE OF 298.28 FEET AND CHORD BEARING NORTH 58 DEGREES 09 MINUTES 46 SECONDS WEST ALONG SAID NORTHERLY LINE OF ILLINOIS ROUTE 64; THENCE NORTH 53 DEGREES 15 MINUTES 16 SECONDS WEST, A DISTANCE OF 41.25 FEET ALONG SAID NORTHERLY LINE OF ILLINOIS ROUTE 64; THENCE SOUTH 36 DEGREES 44 MINUTES 44 SECONDS WEST, A DISTANCE OF 9.84 FEET ALONG SAID NORTHERLY LINE OF ILLINOIS ROUTE 64; THENCE NORTH 53 DEGREES 15 MINUTES 16 SECONDS WEST, A DISTANCE OF 51.51 FEET ALONG SAID NORTHERLY LINE OF ILLINOIS ROUTE 64; THENCE NORTH 36 DEGREES 44 MINUTES 44 SECONDS EAST, A DISTANCE OF 6.56 FEET ALONG SAID NORTHERLY LINE OF ILLINOIS ROUTE 64; THENCE NORTH 53 DEGREES 15 MINUTES 16 SECONDS WEST, A DISTANCE OF 33.14 FEET ALONG SAID NORTHERLY LINE OF ILLINOIS ROUTE 64; THENCE SOUTH 36 DEGREES 44 MINUTES 44 SECONDS WEST, A DISTANCE OF 6.56 FEET ALONG SAID NORTHERLY LINE OF ILLINOIS ROUTE 64; THENCE NORTH 53 DEGREES 15 MINUTES 16 SECONDS WEST, A DISTANCE OF 1134.29 FEET ALONG SAID NORTHERLY LINE OF ILLINOIS ROUTE 64 TO THE EAST LINE OF THE NORTHERN ILLINOIS GAS RIGHT OF WAY RECORDED PER DOCUMENT 1060261; THENCE NORTH 03 DEGREES 22 MINUTES 56 SECONDS EAST, A DISTANCE OF 423.50 FEET ALONG SAID EAST LINE OF THE NORTHERN ILLINOIS GAS RIGHT OF WAY; THENCE NORTH 00 DEGREES 53 MINUTES 45 SECONDS WEST, A DISTANCE OF 159.96 FEET ALONG SAID EAST LINE OF THE NORTHERN ILLINOIS GAS RIGHT OF WAY TO A POINT ON A CURVE; THENCE SOUTHEASTERLY ALONG A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 300.00 FEET, AN ARC DISTANCE OF 19.16 FEET AND CHORD BEARING SOUTH 45 DEGREES 38 MINUTES 57 SECONDS EAST; THENCE SOUTH 43 DEGREES 49 MINUTES 10 SECONDS EAST, A DISTANCE OF 501.53 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 975.00 FEET, AN ARC DISTANCE OF 392.49 FEET AND CHORD BEARING SOUTH 55 DEGREES 21 MINUTES 06 SECONDS EAST; THENCE SOUTH 66 DEGREES 53 MINUTES 02 SECONDS EAST, A DISTANCE OF 52.92 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 975.00 FEET, AN ARC DISTANCE OF 330.36 FEET AND CHORD BEARING SOUTH 57 DEGREES 10 MINUTES 37 SECONDS EAST; THENCE SOUTH 47 DEGREES 28 MINUTES 12 SECONDS EAST, A DISTANCE OF 74.25 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 750.00 FEET, AN ARC DISTANCE OF 219.62 FEET AND CHORD BEARING SOUTH 55 DEGREES 51 MINUTES 32 SECONDS EAST TO A POINT ON SAID WEST LINE OF PINE RIDGE PARK PHASE ONE; THENCE SOUTH 00 DEGREES 25 MINUTES 30 SECONDS EAST, A DISTANCE OF 517.01 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

SAID AREA CONTAINS 659,145 SQ. FT. OR 15.132 ACRES, MORE OR LESS.

**EXHIBIT "I-C"**  
**LEGAL DESCRIPTION OF O-R PARCEL**

THAT PART OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF PINE RIDGE PARK PHASE ONE, A SUBDIVISION RECORDED JANUARY 31, 2006 AS DOCUMENT NUMBER 2006K011887, AND THE NORTHERLY LINE OF ILLINOIS ROUTE 64, RECORDED APRIL 3, 2001 AS DOCUMENT NUMBER 2001K029370; THENCE NORTH 00 DEGREES 25 MINUTES 30 SECONDS WEST, A DISTANCE OF 517.01 FEET ALONG SAID WEST LINE OF PINE RIDGE PARK PHASE ONE TO THE POINT OF BEGINNING, ALSO BEING A POINT ON A CURVE; THENCE NORTHWESTERLY ALONG A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 750.00 FEET, AN ARC DISTANCE OF 219.62 FEET AND CHORD BEARING NORTH 55 DEGREES 51 MINUTES 32 SECONDS WEST; THENCE NORTH 47 DEGREES 28 MINUTES 12 SECONDS WEST, A DISTANCE OF 74.25 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 975.00 FEET, AN ARC DISTANCE OF 330.36 FEET AND CHORD BEARING NORTH 57 DEGREES 10 MINUTES 37 SECONDS WEST; THENCE NORTH 66 DEGREES 53 MINUTES 02 SECONDS WEST, A DISTANCE OF 52.92 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 975.00 FEET, AN ARC DISTANCE OF 392.49 FEET AND CHORD BEARING NORTH 55 DEGREES 21 MINUTES 06 SECONDS WEST; THENCE NORTH 43 DEGREES 49 MINUTES 10 SECONDS WEST, A DISTANCE OF 501.53 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 300.00 FEET, AN ARC DISTANCE OF 19.16 FEET AND CHORD BEARING NORTH 45 DEGREES 38 MINUTES 57 SECONDS WEST TO A POINT ON THE EAST LINE OF THE NORTHERN ILLINOIS GAS RIGHT OF WAY RECORDED PER DOCUMENT 1060261; THENCE NORTH 00 DEGREES 53 MINUTES 45 SECONDS WEST, A DISTANCE OF 578.89 FEET ALONG SAID EAST LINE OF THE NORTHERN ILLINOIS GAS RIGHT OF WAY TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SECTION 29; THENCE NORTH 00 DEGREES 33 MINUTES 48 SECONDS WEST, A DISTANCE OF 474.91 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE SOUTH 59 DEGREES 59 MINUTES 17 SECONDS EAST, A DISTANCE OF 1442.24 FEET ALONG SAID SOUTH RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD TO A POINT ON THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 29; THENCE SOUTH 00 DEGREES 17 MINUTES 27 SECONDS EAST, A DISTANCE OF 546.62 FEET TO THE NORTH LINE OF REGENCY ESTATES, A SUBDIVISION RECORDED JANUARY 31, 2006, AS DOCUMENT NUMBER 2006K011886; THENCE NORTH 85 DEGREES 44 MINUTES 00 SECONDS WEST, A DISTANCE OF 1.06 FEET ALONG SAID NORTH LINE TO THE WEST LINE OF SAID REGENCY ESTATES; THENCE SOUTH 00 DEGREES 25 MINUTES 30 SECONDS EAST, A DISTANCE OF 754.71 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

SAID AREA CONTAINS 1,516,945 SQ. FT. OR 34.824 ACRES, MORE OR LESS.



## EXHIBIT "IV-A"

### Development Standards and Design Review Criteria - BC Parcel

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The requirements applicable to the BC Community Business District shall apply to the BC Parcel except that the following provisions shall apply in lieu of any conflicting provisions:

1. Permitted and Special Uses

P=Permitted Use  
 S=Special Use  
 A=Permitted Accessory Use  
 SA=Special Use, Accessory Only

Use		Specific Use Standards
Assisted Living Facility	S	
Art Gallery/Studio	P	
Carnival (as temporary use)	P	Section 17.20.040, 050
Cultural Facility	P	
Indoor Recreation and Amusement	P	
Live Entertainment	P	
Lodge or Private Club	P	
Outdoor Entertainment, Temporary	P	
Outdoor Recreation	P	
Place of Worship	P	
Public Plaza	A	
Temporary Outdoor Entertainment	A	Section 17.20.030
Theater	P	
College/University	P	
Office, Government	P	
Post Office	P	
Public Service Facility	P	
School, Specialized Instructional	P	
Bank	P	
Car wash	S	
Currency Exchange	P	
Day Care Center	P	
Drive-Through Facility	S	Section 17.24.100
Financial Institution	P	
Gas Station	P	
Heavy Retail and Service	P	
Home Improvement Center	P	
Hotel/Motel	P	
Kennel	S	Section 17.20.030
Medical/Dental Clinic	P	
Motor Vehicle Rental	P	
Motor Vehicle Service and Repair, Minor	P	Section 17.20.030
Motor Vehicle Sales and Leasing	P	Section 17.20.030
Office, Business and Professional	P	
Outdoor Sales, Permanent	SA	Section 17.20.030

Outdoor Sales, Temporary	A	Section 17.20.040, 050
Personal Services	P	
Coffee or Tea Room	P	
Restaurant	P	
Retail Sales	P	
Tavern/Bar	P	
Veterinary Office/Animal Hospital	P	
Mini-Warehouse	P	
Accessory Uses	A	Chapter 17.20, 17.22
Parking Lot, Surface	A	Chapter 17.24
Planned Unit Development	S	Chapter 17.04, 17.06
Transportation Operations Facility	S	
Communication Tower	S	Section 17.22.020
Communication Antenna	P	Section 17.22.020
Utility, Community/Regional	S	
Utility, Local	P	

2. Bulk Regulations:

- a. Minimum Lot Area: One (1) acre
- b. Minimum Lot Width: None
- c. Maximum Building Coverage: 40%
- d. Maximum gross floor area per building: 75,000 s.f.
- e. Maximum building height: 40 ft.
- f. Minimum front yard: 25 ft.
- g. Minimum interior side yard: 10 ft.
- h. Minimum exterior side yard: 25 ft.
- i. Minimum rear yard: 30 ft.
- j. Minimum for yards adjoining Main Street/IL 64: 50 ft.

Compliance with these Bulk Regulations for Lots 2 and 3 shall be determined as follows:

- a. Lot 2 (as shown on the Preliminary Plat of Subdivision) shall be considered as one lot. A front yard setback shall be provided along Woodward Drive; the required yard adjoining Main Street/IL 64 shall be considered as a front yard for purposes of establishing minimum setbacks for buildings, parking and accessory structures.
- b. Lot 3 (as shown on the Preliminary Plat of Subdivision) shall be considered as one lot. A front yard setback shall be provided along Woodward Drive; the required yard adjoining Main Street/IL 64 shall be considered as a front yard for purposes of establishing minimum setbacks for buildings, parking and accessory structures.
- c. These boundaries shall apply regardless of any resubdivision of Lots 2 and/or 3, or any part thereof.
- d. The provisions of the Zoning Ordinance pertaining to more than one building on a lot (Section 17.22 A (2)) shall govern with respect to spacing between buildings regardless of internal lot

lines, but all other Bulk Requirements shall apply only to Lots 2 as a whole, and to Lot 3 as a whole.

3. Maximum Floor Area:

The maximum gross floor area to be developed within the BC Parcel shall be 135,000 square feet.

4. Parking:

For purposes of determining parking requirements, Lot 2 as shown on the Preliminary Plat of Subdivision shall be considered as one lot regardless of any resubdivision, and Lot 3 as shown on the Preliminary Plat of Subdivision shall be considered as one lot regardless of any resubdivision. Therefore, parking may be located anywhere within Lot 2 for any use on Lot 2 and parking may be located anywhere within Lot 3 for any use on Lot 3.

5. Signs:

Signs shall be permitted in accordance with the provisions of Chapter 17.28 of the St. Charles Zoning Ordinance applicable to the BC Community Business District.

6. Design Review Criteria

The Design Review Standards and Guidelines of Sections 17.06.020 and 17.26.030 shall apply.

## EXHIBIT “IV-B”

### Development Standards and Design Review Criteria – the O-R Parcel

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The requirements applicable to the O-R Office Research District shall apply to the O-R Parcel except that the following provisions shall apply in lieu of any conflicting provisions:

#### 1. Permitted and Special Uses

P=Permitted Use  
 S=Special Use  
 A=Permitted Accessory Use  
 SA=Special Use, Accessory Only

	O-R	
Assisted Living Facility	P	
Art Gallery/Studio	P	
Cultural Facility	P	
Indoor Recreation & Amusement	P	
Place of Worship	P	
Bank	P	
Day Care Center	P	
Drive-In Facility	SA	Section 17.24.100
Emergency Medical Center	P	
Financial Institution	P	
Hotel/Motel	P	
Medical/Dental Clinic	P	
Motor Vehicle Rental	P	
Office, Business or Professional	P	
Professional Training Center	P	
Veterinary Office/Animal Hospital	P	
College/University	P	
Hospice	P	
Hospital	P	
Nursing Home	P	
Office, Government	P	
School, Specialized Instruction	P	
Research and Development Use	P	
Accessory Uses	A	
Communication Antenna	P	Section 17.22.020
Communication Tower	S	Section 17.22.020
Parking Garage/Structure	A	Chapter 17.24
Parking Lot, Surface	A	Chapter 17.24
Planned Unit Development	S	Chapter 17.04, 17.06
Utility, Local	P	
Utility, Community/Regional	S	

2. Bulk Regulations:
  - a. Minimum Lot Area: 20,000 s.f.
  - b. Minimum lot width: 100 ft.
  - c. Maximum building coverage: 50%
  - d. Maximum gross floor area per building: none
  - e. Maximum building height: 60 ft.
  - f. Minimum front yard: 30 ft.
  - g. Minimum interior side yard: 10 ft.
  - h. Minimum exterior side yard: 30 ft.
  - i. Minimum rear yard: 30 ft.
  - j. Minimum for yards adjoining Main St/IL 64: 50 ft.
  - k. Minimum landscape buffer yard: 30 ft., except on lots with a building over 150,000 s.f. gross floor area: 80 ft. (Landscape buffer yards are required only along a lot line that abuts or is across a street from property in any RE, RS, RT or RM District. See Chapter 17.26 for planting and screening requirements for Landscape Buffers. Landscape buffer yards may include or overlap with other required yards.)

Compliance with these Bulk Regulations for Lots 5, 6, and 8 shall be determined as follows:

- a. Lots 5 and 6 (as shown on the Preliminary Plat of Subdivision) shall be considered as one lot, the front lot line of which shall be Woodward Drive.
- b. Lot 8 (as shown on the Preliminary Plat of Subdivision) shall be considered as one lot, the front lot line of which shall be Woodward Drive.
- c. These boundaries shall apply regardless of any resubdivision of Lots 5, 6 and 8, or any part thereof.
- d. The provisions of the Zoning Ordinance pertaining to more than one building on a lot (Section 17.22 A (2)) shall govern with respect to spacing between buildings regardless of internal lot lines, but all other Bulk Requirements shall apply only to Lots 5 and 6 as a whole, and to Lot 8 as a whole.

3. Maximum Floor Area:

The maximum gross floor area to be developed within the O-R Parcel shall be 576,800 square feet.

4. Parking

For purposes of determining parking requirements, Lots 5 and 6 as shown on the Preliminary Plat shall be considered as one lot, and Lot 8 shall be considered as one lot regardless of whether it is resubdivided in the future. Therefore, parking may be located anywhere within Lots 5 and 6 for any use on Lot 5 or Lot 6, and parking may be located anywhere within Lot 8, for any use on Lot 8 or part thereof. No maximum parking ratio shall be applied to the O-R Parcel.

5. Signs

A. Permanent Signs:

Signs shall be permitted in accordance with the provisions of Chapter 17.28 of the St. Charles Zoning Ordinance applicable to the OR Office Research District, except that the following regulations shall govern in lieu of Table 17.28-3:

Type of Sign: (Refer to Exhibit 0000)	Maximum Number:	Minimum Setback from public street ROW:	Maximum Area per Sign:	Maximum Height:
Type I tenant signs (A)	One per tenant	30 ft.	7.5 s.f.	2.0 ft.
Type II tenant signs (B)	One per building	10 ft.	28 s.f.	6 ft.
Type III tenant signs	One per building	10 ft.	75 s.f.	11 ft.
Development Identification signs (F)	One for the Subject Property	10 ft.	96 s.f. per side	8 ft.
Wall signs	One per wall, but not more than two per building	N.A.	0.5 s.f. per linear ft. of wall on which located	No higher than building height

Type I tenant signs are permitted for tenants in buildings of one story. Type II

tenant signs are permitted for buildings of more than one story, with a total gross floor area of less than 150,000 s.f.. Type III tenant signs are permitted for buildings of more than one story, with a total gross floor area of 150,000 s.f. or more.

B. Temporary Signs:

Temporary project identification signs shall be permitted for each Development Phase throughout its marketing, development and/or build-out. Such signs may be located within the Development Phase or within Lots 1, 2, 3 or 4 as shown on the Preliminary Plat of Subdivision, and shall conform with the following criteria:

(i) Project Identification and Marketing Signs: One (1) double faced, illuminated, project identification and marketing sign, with a maximum height of fifteen (15) feet above the adjacent grade. This sign may have up to one hundred fifty (150) square feet of area per sign face. This sign shall be set back from the nearest public street right-of-way a minimum distance of ten (10) feet. In addition, DEVELOPER may elect to utilize the existing pylon sign located on the Subject Property for a second identification and marketing sign and the Existing Business, as defined in Section 7.E., shall also be permitted to utilize a portion of said pylon sign for an offsite business sign.

(ii) Financing Sign: One (1) double faced, non-illuminated, financing sign identifying the lender or lenders for the Development Phase, with a maximum height of ten (10) feet above the adjacent grade, a maximum area of fifty (50) square feet per sign face and a minimum setback from the nearest public street right-of-way of ten (10) feet.

(iii) Maintenance of Temporary Signs: All temporary signs shall be maintained by DEVELOPER, at its expense, in a good and sightly condition.

(iv) Removal of Temporary Signs: All temporary signs located within a Development Phase shall be removed from that Development Phase within thirty (30) days following the date the CITY issues the occupancy permit for the final tenant/user space build-out within that Development. The temporary signs removed may be relocated or replaced

in any other portion of the Subject Property for which the last occupancy permit has not been issued and/or within a Lot containing a Storm Water Management Facility. In any event, however, all temporary signs shall be permanently removed from the Subject Property within thirty (30) days following the date the CITY issues the last occupancy permit for the PUD when fully built-out.

6. Design Review Criteria

The Design Review Standards and Guidelines of Sections 17.06.020 and 17.26.030 shall apply, except that the Standards of Section C, "Building Entrances and Pedestrian Walkways" shall be modified, as follows:

17.06.030 C: Building Entrances and Pedestrian Walkways

Standards:

1. *Buildings shall have a public entrance on a façade that faces a public street or private drive that provides primary access (such as a mall ring road).*
2. *All public entrances shall be articulated from the building mass. Examples of such articulation include: canopies or porticos, overhangs, arcades, raised corniced parapets over the door, peaked roof forms, arches, outdoor patio or seating areas, display windows, details such as tile work and moldings integrated into the building design, and integral planters or wing walls that include landscaping or seating. Single story office buildings where pedestrian access opens directly into the individual tenant space(s) are exempt from this standard.*

The Preliminary PUD Plans for Phase 1 meet the applicable Design Review Standards and Guidelines.



## EXHIBIT "V"

### Paragraphs in the Eleventh Amendment Incorporated Into and Made a Part of This Ordinance

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2. ZONING. As soon as reasonably practicable and legally permissible following the execution of this Agreement, the CITY shall adopt and approve all ordinances and take such actions as necessary and appropriate to:

A. BC ZONING: Retain the existing BC Community Business District zoning classification under Chapter 17.14 of Title 17 of the St. Charles Municipal Code on that portion of the Subject Property which shall be located south of Woodward Drive, as extended across the Subject Property, as legally described in Exhibit "A-2" attached hereto ("**BC Parcel**").

B. O-R ZONING: To rezone that portion of the Subject Property which shall be located north of Woodward Drive, as extended across the Subject Property, as legally described in Exhibit "A-3" attached hereto ("**O-R Parcel**"), from the BC Community Business District to the O-R Office/Research District pursuant to Chapter 17.16 of Title 17 of the St. Charles Municipal Code;

C. PUD: Amend the West Gateway PUD with respect to the Subject Property, which amending ordinance shall be in the form and substance of Exhibit "B-1" attached hereto, entitled "An Ordinance Amending Ordinance No. 1990-Z-3 entitled "An Ordinance Granting a Special Use as a Planned Unit Development for the West Gateway PUD" ("**Corporate Reserve PUD Ordinance**" or "**Corporate Reserve PUD**"). The Corporate Reserve PUD is also sometimes referred to herein as the "**PUD**".

Following the adoption of said ordinances, the Subject Property shall be developed only in accordance with the provisions of this Agreement, the Corporate Reserve PUD Ordinance (as from time to time amended by the CITY pursuant to application by DEVELOPER), applicable provisions of the CITY'S Municipal Code, to the extent not modified or varied pursuant to this Agreement or the Corporate Reserve PUD Ordinance, and all other applicable statutes, rules and regulations of the State of Illinois and Kane County, as the same may, from time to time, apply to

the development of the Subject Property. Anything contained in the CITY'S Municipal Code to the contrary notwithstanding, the CITY agrees that the standards and criteria for development of the Subject Property set forth in the Corporate Reserve PUD Ordinance and any exhibit attached thereto shall be applicable to and govern with respect to the development, use and maintenance of the Subject Property or such portion of the Subject Property as identified therein (each individually a "**PUD Standard**" and collectively the "**PUD Standards**"). To the extent any provision of the CITY'S Municipal Code conflicts with a PUD Standard, the PUD Standard shall apply and the conflicting provision of the Municipal Code shall be deemed varied to conform with the applicable PUD Standard. DEVELOPER shall have the right to implement the site development and build-out of the Subject Property in two (2) or more phases, as from time to time requested by DEVELOPER (individually a "**Development Phase**" or "**Phase**" and collectively the "**Development Phases**" or "**Phases**"). Each Development Phase shall be designed so as to provide necessary infrastructure to adequately service such Development Phase with public utilities, storm water management and access capacity, and to provide infrastructure capacity within such Development Phase necessary to serve future phases, except as otherwise expressly provided in this Agreement.

3. SPECIAL USE WITH PRELIMINARY PLAN.

A. FIRST PHASE PUD PRELIMINARY PLAN: DEVELOPER has submitted to the CITY for its approval preliminary PUD plans for the first Development Phase of Corporate Reserve, including Sketch Plan for the balance of the Subject Property, as permitted by Section 17.04.410 of the St. Charles Municipal Code (the "**First Phase PUD Preliminary Plan**"). The plans and specifications constituting and collectively referred to herein as the First Phase PUD Preliminary Plan are attached to, and incorporated in, the Corporate Reserve PUD Ordinance as Exhibits "VI-A" thru "VI-F". The CITY agrees that the First Phase PUD Preliminary Plan depicted on Exhibits "VI-A" through "VI-F" to Exhibit B-1 constitute a PUD Preliminary Plan for Phase 1 of the Corporate Reserve PUD, a Preliminary Plat of Subdivision for the Subject Property as depicted on Sheet 3 of Exhibit "VI-B" ("**Preliminary Subdivision**

Plat"), and the PUD Sketch Plan for the Corporate Reserve PUD. The CITY agrees that the First Phase PUD Preliminary Plan depicted on Exhibits "VI-A" through "VI-F" to Exhibit B-1 are in conformity with the applicable PUD Standards and shall be approved with the approval of the Corporate Reserve PUD Ordinance. The various component plans constituting the PUD Preliminary Plan are sometimes referred to herein individually by utilizing the name of the component plan identified next to the applicable sheet number as set forth on the List of Exhibits attached to this Agreement.

B. REQUIRED ENGINEERING PLANS, FINAL PLATS AND FINAL PUD PLANS: Required final engineering plans, as defined in Section 16.08.090 of the St. Charles Municipal Code ("**Final Engineering**") and final plats, as defined in Section 16.08.110 of the St. Charles Municipal Code ("**Final Plat**"), must be submitted either in conjunction with or following the submittal of preliminary PUD plans and preliminary plats of subdivision for each Development Phase within the Subject Property. Final Engineering shall include all required onsite and offsite Land Improvements, as defined in Section 16.08.150 of the St. Charles Municipal Code, and electrical improvements as provided in Title 13 of the St. Charles Municipal Code, for the applicable Development Phase. DEVELOPER may, at its discretion, elect to submit preliminary PUD plans for a Development Phase ("**PUD Preliminary Plans**") first and defer submittal of final PUD plans ("**PUD Final Plans**") and Final Engineering, as provided in Section 17.04.410.E of the St. Charles Municipal Code, for that Development Phase until after the CITY'S approval of the Preliminary PUD plans, or may elect to submit combined preliminary and final plans for any Development Phase. PUD Final Plans and Final Engineering from time to time submitted by DEVELOPER for a Development Phase which are in substantial conformity with the PUD Preliminary Plan which has previously been approved by the CITY for that Development Phase shall be reviewed by the CITY in accordance with the provisions of Section 17.04.410.E of the St. Charles Municipal Code and acted on by the CITY in a prompt and diligent manner. Final PUD Plans and Final Engineering which are in substantial conformity with the PUD Preliminary Plan previously approved by the CITY, subject to reasonable adjustments required to accommodate final

engineering considerations, and which conform with the requirements of the St. Charles Municipal Code except as specifically varied herein or in the Corporate Reserve PUD Ordinance, shall be approved by the CITY.

C. SKETCH PLAN: DEVELOPER has prepared and submitted to the CITY that certain plan for the Subject Property entitled "Future Overall Site Plan for Reference", a copy of which is attached as Sheet 4 of Exhibit VI-B to Exhibit B-1 ("**Sketch Plan**"). In addition to the PUD Preliminary Plan for Lots 1, 4, 5, 6 and 7 of the Subject Realty ("**Phase I**") the Sketch Plan includes development concepts for Lots 2, 3 and 8, as hereinafter defined, for future Development Phases. The primary purpose of the Sketch Plan is to analyze the sufficiency of utility, transportation and infrastructure capacity to service the Subject Property when fully developed, and to ensure that utility, transportation and infrastructure capacity improvements to be constructed with Phase I shall be sufficient to serve future Development Phases. The Sketch Plan shall not be construed as approval of a preliminary plan, preliminary plat, preliminary engineering or final engineering under any provision of state law or CITY ordinance. The CITY and DEVELOPER shall not be bound by any aspect of the conceptual development components identified on the Sketch Plan and no amendment to the Sketch Plan shall be required in conjunction with the review and approval of preliminary and/or final plans for any Development Phase. The CITY hereby approves the Sketch Plan for the purposes intended as identified above and agrees that the Subject Property is capable of being fully developed in the manner contemplated in the Corporate Reserve PUD Ordinance without placing unsupportable capacity demands on the public utilities, infrastructure and transportation systems.

D. DEVELOPER shall have the right, at its election, to from time to time submit preliminary and/or final PUD plans, engineering and plats for a Development Phase. Review of preliminary PUD plans and/or plats by the Plan Commission shall have for its purpose to provide the City Council with a recommendation only (not a decision) as to the review described in Section 11-12-8 of the Illinois Municipal Code (65 ILCS 5/11-12-8), and a negative recommendation by the Plan Commission shall not prevent the City Council from approving any preliminary PUD plans

or plats over the objection or contrary vote of the Plan Commission.

E. CHANGES TO PUD: Any proposed change or amendment to an approved PUD Preliminary Plan shall be classified and processed as a major, minor or administrative change in accordance with the provisions of Section 17.04.430 of the St. Charles Municipal Code.

F. SUBDIVISION AND RESUBDIVISION: As identified on the Preliminary Subdivision Plat, the Subject Property shall initially be subdivided into five (5) buildable lots, being lots 2, 3, 5, 6 and 8 (individually a "**Buildable Lot**" and collectively the "**Buildable Lots**") and three (3) storm water management lots, being lots 1, 4 and 7 (individually a "**Storm Water Lot**" and collectively the "**Storm Water Lots**"). The Buildable Lots and Storm Water Lots are sometimes referred to individually as a "**Lot**" and collectively as the "**Lots**". All references to a particular Lot number shall mean the Lot identified with that number on the Preliminary Subdivision Plat. The initial subdivision shall be effectuated pursuant to DEVELOPER'S submission of a Final Plat in substantial conformity with the Preliminary Subdivision Plat ("**Initial Final Plat**") and the CITY'S review and approval thereof in conformity with this Agreement and applicable provisions of the St. Charles Municipal Code. Owner and Developer shall have the right to from time to time resubdivide the Subject Property to increase or decrease the number of Lots within the Subject Property as from time to time deemed necessary or appropriate by Owner to facilitate a Development Phase. An application for resubdivision by an OWNER or DEVELOPER shall not be denied by the CITY provided the resubdivided lots comply with the following requirements (collectively "**Resubdivision Standards**"):

- (i) Each lot is or shall be served by public water, sewer, electricity and other applicable public utilities at DEVELOPER'S expense;
- (ii) Each lot complies with, whether onsite or offsite, storm water retention/detention requirements pursuant to the provisions of this Agreement and all applicable ordinances;
- (iii) Each lot has access rights for vehicular and pedestrian ingress and egress to and from a publicly dedicated street, whether such access connection is through a public street immediately

Final Plat, if applicable, have been approved and the Final Plat, if applicable, has been recorded for the Development Phase in which the building permit or permits are requested. Further, no building permit shall be issued prior to the construction of streets, including the bituminous binder course but not the surface course, in locations sufficient to provide access for emergency and inspection vehicles to the Lot for which the building permit is sought, and required fire flow is available to such property from a public hydrant, for which an operating permit has been issued by the Illinois Environmental Protection Agency ("IEPA"), located within the distance from such Lot as required by Title 15 of the St. Charles Municipal Code. The foregoing notwithstanding, a building permit limited to construction of the foundation only shall be issued by the CITY for one (1) building in each Development Phase after the aforesaid access for emergency and inspection vehicles is available and prior to the aforesaid public hydrant being available. The determination as to whether the roads and fire flow are available and in acceptable condition shall be made by the CITY'S Building Commissioner, in consultation with the Director of Public Works and the Fire Chief, which review and approval shall not be unreasonably delayed or denied.

5. COMPLETION OF IMPROVEMENTS PRIOR TO OCCUPANCY. No occupancy permit shall be issued for any building within a Development Phase until the City Council has approved and/or accepted, as applicable, all of the offsite and onsite Land Improvements related to such Development Phase, with the exception of sidewalks, street trees, parkway seeding, and final surface course of streets.

DEVELOPER shall maintain all public streets within a Development Phase in an acceptable condition until the City Council has accepted them. Further, DEVELOPER shall be responsible for snow removal on all public streets within a Development Phase until the City Council has accepted the same. The CITY may accept said streets prior to the installation of the final surface course provided that the CITY shall continue to hold security sufficient to assure the completion of said street. The CITY shall not unreasonably delay or deny its acceptance of the public streets constructed within a Development Phase.

At all times, DEVELOPER shall be responsible for removal of construction debris and waste related to work being performed within or for a Development Phase.

6. OFFSITE EASEMENTS AND EMINENT DOMAIN.

A. EMINENT DOMAIN: DEVELOPER shall be responsible for obtaining all necessary offsite dedications, easements and licenses, if any, sufficient to accommodate the construction, maintenance, repair and replacement of all Land Improvements and of the electric distribution system improvements as described in Exhibit "L" attached hereto required in connection with the development of any Development Phase. The easements shall be, in form and substance, acceptable to the CITY. In the event DEVELOPER is unable to obtain such off-site easements, dedications or licenses under terms and conditions deemed reasonable by the CITY, the CITY may, at the request of DEVELOPER, exercise its power of eminent domain to acquire such interests. The CITY'S decision to utilize its eminent domain powers is expressly reserved to its sole and exclusive discretion. In the event the CITY elects to exercise the powers of eminent domain for the purposes described herein, DEVELOPER shall reimburse the CITY for all reasonable costs, judgments, settlements and expenses, including reasonable attorneys' and expert witness' fees which are incurred by the CITY and are associated with, or arise out of, the acquisition of such rights.

B. PAYMENT OF COSTS: The CITY shall from time to time provide an estimate for all such costs and expenses, settlements or judgments, including reasonable attorney's and witness fees. A cash deposit in the amount of said estimated costs and expenses ("**Taking Deposit**") shall be submitted to, approved and retained by the CITY prior to the CITY incurring any such expense. The CITY shall draw upon the Taking Deposit to defray said costs and expenses from time to time incurred by it. DEVELOPER agrees to replenish the Taking Deposit as from time to time reasonably requested by the CITY to defray additional eligible expense estimates within thirty days after receiving the CITY's written estimate and request for replenishment ("**Replenishment Request**"). The Replenishment Request shall be mailed to DEVELOPER at the address specified herein, United States mail, postage prepaid. Such mailing

adjacent to such lot or through a private access easement over and across other private property which ultimately connects to a public street (no frontage on a public street shall be required);

(iv) Adequate parking facilities are provided for the use on such lot through either onsite or offsite parking facilities, or a combination thereof, provided an easement establishing any offsite parking right benefiting such lot is duly recorded against the lot on which such offsite parking facility is located.

G. OWNERS APPROVAL: RECORD OWNER and DEVELOPER approve of, and agree to abide by, all of the provisions of Exhibit B-1, as from time to time amended by the CITY pursuant to the request of DEVELOPER.

4. COMMENCEMENT OF CONSTRUCTION.

A. LAND IMPROVEMENTS: Except as hereinafter provided in Section B. hereof, no construction of Land Improvements shall be commenced prior to approval of Final Engineering for the Land Improvements to be constructed for the applicable Development Phase, in accordance with Section 16.12.134 of the St. Charles Municipal Code.

B. EXCAVATION AND GRADING PERMIT: The provisions of Section 4 A. to the contrary notwithstanding, upon proper application, the CITY may approve a storm water permit and/or excavation and grading permit for storm water management outlets and grading, mass grading, soil erosion control measures, seeding and restoration for all or a portion of a Development Phase, including portions of the Subject Property outside of the applicable Development Phase, prior to the approval of the Final Engineering for such Development Phase. The issuance of an excavation and grading permit as herein provided shall not constitute approval of all or any part of the Final Engineering for the applicable Development Phase. Any work undertaken by DEVELOPER pursuant to a permit issued under the authority of this Section and prior to approval of the applicable Final Engineering shall be performed at the risk of DEVELOPER.

C. BUILDING PERMITS: No building permit shall be issued for construction of any structure within the Subject Property until after the Final Engineering and a



shall constitute conclusive evidence that notice has been made as herein required. Should DEVELOPER fail to make such replenishment payment to the CITY within thirty days of the Replenishment Request, the CITY may, in addition to securing reimbursement through the collateralization herein provided, discontinue any further action on behalf of DEVELOPER. Further, the CITY may refuse to issue any additional building, occupancy or other permits requested by DEVELOPER until such replenishment is paid.

C. CITY PROPERTY RIGHTS: The CITY shall make available to DEVELOPER any dedicated rights-of-way, easements or licenses over real estate owned by the CITY or in which it has an interest to the extent the CITY may determine those interests are necessary for the construction or installation of Land Improvements and electric distribution system improvements to service any portion of the Subject Property; provided, however, that any and all costs and expenses incurred by the CITY in connection therewith pertaining exclusively to the Subject Property shall be repaid to the CITY by DEVELOPER.

D. NON-JURISDICTIONAL LAND: With respect to land over which the CITY has no power of eminent domain, such as land owned by the State or other units of local government, it shall be the responsibility of DEVELOPER to obtain all such offsite dedications, easements or licenses as may be necessary to accommodate all Land Improvements and electric distribution system improvements which are reasonably determined by the CITY to be necessary for the development of the Subject Property. Such dedications, easements or licenses shall be acquired in the name of, and for the use and benefit of, the CITY and the PUD and shall be acquired prior to approval by the CITY of any Final Plat.

7. UTILITY IMPROVEMENTS

A. SEWER AND WATER UTILITY SERVICE:

(i) Connection: The CITY acknowledges that once Final Engineering has been approved and all third party easements and licenses are granted, DEVELOPER may connect to the CITY wastewater and water systems. DEVELOPER shall apply for all required connection permits and shall pay the CITY'S required tap-on or connection fees as, from time to time, may be provided

by ordinance. Each approved connection shall be performed in accordance with the CITY'S rules and regulations pertaining thereto. Except as otherwise set forth herein, DEVELOPER shall be responsible for the payment of all costs associated with extending the aforesaid utilities to the approved locations on and/or off of the Subject Property. The CITY shall accept the dedication of such improvements in accordance with the provisions of Title 16 of the St. Charles Municipal Code.

(ii) Capacity: The CITY and DEVELOPER believe that, at the present time, the CITY has sufficient conveyance and treatment capacity to provide wastewater treatment for the Subject Property when fully developed and, further, that at the present time, the CITY is not under any order restricting its right to connect the Subject Property to its wastewater treatment facility. The CITY and DEVELOPER further state their belief that, at the present time, the CITY'S municipal water distribution system has sufficient line and supply capacity to serve the Subject Property, when fully developed with potable water and fire flow protection. Notwithstanding the foregoing, the CITY may require that a fire pump be provided as the same may be required by health and safety codes. The CITY does not make any representation that a fire pump shall not be required. The CITY agrees that, during the term of this Agreement, it shall own and operate its water system and wastewater treatment facilities in a reasonable and prudent manner but does not thereby guarantee that, throughout the term of this Agreement, sufficient water supply or wastewater treatment capacity shall always be available or that the Illinois EPA, under current standards or under standards subsequently adopted, shall not order a restriction upon additional connections to the CITY'S utilities. Subject to the foregoing reservation, the CITY agrees to cooperate with DEVELOPER in obtaining such permits as may be required from time to time under both federal and state law, including (without limitation) the Illinois Environmental Protection Agency, permitting the connection on to the sanitary sewer and water mains of the CITY in order to develop and use the Subject Property.

(iii) Force Majeure: The CITY shall not be liable for its inability to provide any of the utility services identified herein, or for any loss or damage, including consequential damage, or

delay in installation caused by strikes, riots, the elements, embargos, the failure of carriers or the inability to obtain materials or other acts of God or by virtue of any other cause beyond CITY'S reasonable control, including but not limited to inability to acquire necessary easements or permits subject to review and issuance by other agencies.

B. ELECTRIC UTILITY IMPROVEMENTS:

(i) Connection to City System: The Subject Property shall receive electrical service by being connected to the CITY owned electric utility. DEVELOPER shall design, subject to the CITY'S review and approval of all plans and specifications pertaining thereto, and construct the facilities necessary to provide electrical service to the Subject Property and to each Lot developed within the Subject Property. The design and construction of the electrical system facilities shall be at the expense of DEVELOPER. Within sixty days following the CITY's electrical service being activated for Phase 1 electrical improvements, DEVELOPER shall, at its expense, cause the Existing Business, as defined in Section 7.E., to be connected to and serviced by the CITY's electrical system and disconnected from the existing Commonwealth Edison system.

(ii) Compliance with City Ordinance: DEVELOPER agrees to comply with the CITY'S electric utility ordinances of general applicability in effect from time to time throughout the term of this Agreement. DEVELOPER agrees to pay any current or future electrical connection charges or fees, for the respective Development Phases, as the same may be in effect at the time of connection on a basis equivalent to that imposed on other similar users in the CITY. The CITY, its electric utility and OWNERS acknowledge that, as applied to the Subject Property, the St. Charles Municipal Electric Utility's practice with respect to payment and responsibility for improvements under the current electric utility ordinances is described in Exhibit "L" attached hereto. OWNERS hereby waive all causes of action against CITY, its officials, officers and employees and agents, and the City of St. Charles Electric Utility, its officials, officers, employees and agents challenging the validity of Sections 13.08.010 through 13.08.150 of the St. Charles Municipal Code as currently in effect or as they may be in effect from time to time throughout the term of this Agreement. The CITY shall not be required to

refund any electric connection charges paid by Owners in the event that the CITY'S ordinances are ruled invalid.

(iii) Exclusive Service: OWNERS shall not request electric service from any electric utility other than the City of St. Charles Electric Utility, unless CITY shall determine, by resolution of the CITY, that the CITY is unable to provide electric service to the Subject Property.

C. STORM WATER MANAGEMENT FACILITIES:

(i) General Facilities: DEVELOPER shall cause the Subject Property to be improved with storm water management, detention/retention and other storm water drainage facilities. The storm water management and detention/retention facilities shall include, without limitation, storm sewers, inlets, structures and drainage swales, retaining walls, storm sewers connecting detention basins, and the outfall storm sewers servicing the Corporate Reserve PUD (collectively "**Storm Water Management Facilities**"). The Storm Water Management Facilities shall be designed and constructed in full compliance with the provisions of the St. Charles Municipal Code and, to the extent appropriate, the rules and regulations of County of Kane, Illinois. The Storm Water Management Facilities and all appurtenant facilities not dedicated to and accepted by the CITY shall be owned and maintained by DEVELOPER and its successors and assigns. DEVELOPER shall require the long-term ownership, maintenance, repair and replacement of such private Storm Water Management Facilities through the recordation of a reciprocal easement and operation agreement, or similar document ("**REA**") which shall provide for the rights and duties of all owners and tenants within the Corporate Reserve PUD with respect thereto. The REA shall require the establishment of an association of all owners ("**Owners' Association**") within the portions of the Corporate Reserve PUD which are from time to time developed. Each and every owner, and successor owners, shall be members of the Owners' Association and shall contribute its prorata share toward the costs of owning, operating, insuring and maintaining the Storm Water Management Facilities. Prior to execution and recordation of the REA, the provisions thereof specifically pertaining to the care and maintenance of the private

Storm Water Management Facilities, the funding therefore and the enforcement thereof shall be subject to the review and approval of the CITY's Director of Community Development, which approval shall not be unreasonably conditioned, delayed or denied.

(ii) Storm Water Management Facilities – Engineering:

(a) Phase 1 Facilities: The First Phase PUD Preliminary Plan provides for Storm Water Management Facilities servicing Phase 1 to be located within Lots 1, 4, 7 and part of Lot 8 ("**Phase 1 SW Facilities**"). The Phase 1 SW Facilities are designed to provide sufficient storm water detention capacity to serve all of Phase 1, and portions of later Phases of the Corporate Reserve PUD when fully developed. Each Development Phase shall utilize the Phase 1 SW Facilities to meet the storm water detention requirements for that Development Phase to the extent consistent with the storm water management report for the PUD, and shall construct additional Storm Water Management Facilities within that Development Phase as may be required to comply with applicable ordinances and fully implement the storm water management report. The storm water management report for the PUD shall be subject to the review and approval of the CITY.

(b) Storm Water Easements: At the time of the recording of each Final Plat, the OWNER of that portion of the Subject Property so platted shall grant to the CITY an easement over all Storm Water Management Facilities ("**SW Easement**") to be constructed within the Development Phase and establish access easements for the ingress and egress of workers and equipment to said facilities where needed. Each SW Easement shall cross reference the applicable recorded REA and SSA and the respective rights and duties of OWNER and the CITY established thereunder concerning the ownership, care and maintenance, and funding for, the applicable Storm Water Management Facilities. In addition, the SW Easement shall provide that, if, in the reasonable judgment of the CITY's Director of Public Works, DEVELOPER, its successors and assigns, fails to properly maintain the Storm Water Management Facilities in compliance with accepted engineering standards, the CITY shall have the right to go upon that portion of the Subject Property for the purpose of performing such work as the CITY's Director of Public Works may

deem reasonably appropriate or necessary to maintain such Storm Water Management Facilities or to correct any deficiencies with respect thereto. The CITY shall have the right to bill DEVELOPER, or its successors or assigns, as the case may be, for the reasonable cost of all such work together with an additional reasonable amount necessary to compensate the CITY for undertaking and managing said work.

D. SOIL EROSION CONTROL: Upon five (5) days' notice to DEVELOPER, the CITY shall have the right to issue a stop work order halting any construction of Land Improvements, Title 13 Electric Improvements, bike paths, buildings and other structures if the CITY's Director of Public Works determines that the soil erosion control measures required by Title 18 of the St. Charles Municipal Code, as shown on an approved erosion control plan, are not being adequately maintained; provided, however, that if the CITY's Director of Public Works determines that an emergency exists and that immediate action is necessary, the five (5) day notice shall not be required. DEVELOPER agrees that a stop work order may be issued on such grounds with respect to the portion of the Subject Property on which the violation occurs. Any such stop work order shall not be lifted until all violations are corrected. DEVELOPER agrees that it shall indemnify and hold the CITY harmless from any and all losses, claims, expenses, and penalties, including attorneys' and expert witness' fees, arising out of the CITY'S issuance of a stop work order on such grounds, unless the stop work order was improperly issued as determined by a court of competent jurisdiction.

E. EXISTING WELL AND SEPTIC: The Subject Property is currently improved with a manufacturing facility operating under the name of Cardinal Industries, Inc. ("**Existing Business**"). The Existing Business is primarily located within the portion of the Subject Property contained within proposed Lot 8, as identified on the Preliminary Subdivision Plat. The CITY agrees that the Existing Business located within Lot 8 is a nonconforming use under the provisions of Chapter 17.08 of the St Charles Municipal Code and shall be allowed to continue to operate and conduct business until the first to occur of (i) the date the owner of the Existing Business, or a subsequent lessee or user of the Existing Business facilities, permanently

terminates the use thereof or (ii) five (5) years following the date of this Agreement or such later date approved by the CITY pursuant to DEVELOPER's application for a minor change to the Corporate Reserve PUD Ordinance (which shall not require an amendment to this Agreement). Not later than the time the buildings and structures for the Existing Business are demolished, all of the railroad tracks located on the Subject Property shall be removed. The Existing Business is currently serviced by a private well and private septic system (collectively the "Private Utilities"). The CITY agrees that so long as the Existing Business continues to operate it shall be permitted to utilize the Private Utilities and shall not be required to connect to the CITY water supply and/or waste water treatment systems. The owner of the Existing Business may, however, in its sole discretion, apply to the CITY for connection to one (1) or both of said public systems after the applicable Phase 1 water and sanitary sewer lines have been installed by DEVELOPER and accepted by the CITY. Any such connection shall be conditioned on said owner fully complying with all applicable ordinances of the CITY and the terms of this Agreement. Within thirty (30) days following the first to occur of (a) the date the Existing Business connects to the CITY water supply or (b) permanently terminates all operations, the well or wells servicing the same shall be plugged by DEVELOPER in conformity with the regulations of the Illinois Department of Mines and Minerals and any other applicable State Federal requirements and shall provide documentation to the CITY that such plugging has been accomplished, all in form and substance reasonably acceptable to the City Council. Except as provided above for the Existing Business, no private wells or septic systems shall be constructed or operated within the Subject Property.

F. SPECIAL SERVICE AREA: While the provisions of Section 7.C require that the long-term ownership and responsibility for the maintenance, repair and replacement for the non-dedicated Storm Water Management Facilities shall be transferred by DEVELOPER and assumed by the Owners' Association to be formed by DEVELOPER, the CITY shall require that this obligation be collateralized through the formation of a Special Service Area ("SSA") or Areas ("SSAS") comprising all or any part of the Subject Property, as may be appropriate.

DEVELOPER, and its successors and assigns, shall cooperate with the CITY in the formation of, and shall not object to the establishment of, or any amendment to, the SSA or SSAS. The purposes of the SSA or SSAS shall be to make financial provision for the maintenance, repair, reconstruction or replacement of the non-dedicated Storm Water Management Facilities in the event that DEVELOPER or the Owners' Association, as the case may be, fails to properly perform these functions. Each SSA or SSAS shall be for a perpetual duration with a maximum rate of 1.00 percent per annum (\$1.00 per \$100 of equalized assessed valuation) on all of the taxable property within the territory of the SSA. If and when DEVELOPER, or its successors and assigns, records the REA against a Development Phase and/or other portion of the Subject Property, the REA shall include provisions implementing this covenant which shall be binding upon the future owners of record of the Subject Property, or any portion thereof.

8. ROAD IMPROVEMENTS.

A. RIGHT-OF-WAY DEDICATIONS: The Preliminary Subdivision Plat identifies those portions of the Subject Property to be dedicated as a part of the First Development Phase for public street right-of-way to the CITY, as to internal public streets, and the Illinois Department of Transportation ("IDOT"), as to Main Street (IL Route 64). The Initial Final Plat, which shall be recorded in conjunction with the approval and commencement of the First Development Phase, shall effectuate said dedications in conformity with the applicable standards of the CITY and IDOT. Any additional public streets to be dedicated to the CITY as a part of future Development Phases approved by the CITY shall be effectuated pursuant to a recorded final plat of subdivision or a plat of dedication, in form and content approved by the CITY. The CITY shall cooperate with DEVELOPER in seeking and obtaining an easement ("**NIGAS Easement**") from the Northern Illinois Gas Company ("**NIGAS**") to permit the extension of Woodward Drive across the NIGAS property west of the Subject Property ("**NIGAS Property**") to connect with the easterly terminus of Woodward Drive in the Foxwood PUD. All dedications of public street right-of-way together with any accompanying easements granted for utilities, traffic control equipment, sidewalks and bicycle paths, shall be provided at no cost to the CITY in accordance



with Section 16.12.210 of the St. Charles Municipal Code.

B. ROADWAY CONSTRUCTION STANDARDS AND ACCESS: The improvements for public streets shall be designed and constructed by DEVELOPER in conformity with the applicable standards for the type of street as uniformly applied under the applicable ordinances of the CITY, as to internal streets, and the regulations of IDOT, as to Main Street. The design standards for Woodward Drive shall be in accordance with the design standards for said street utilized for the Foxwood PUD. The extension of Woodward Drive across the Subject Property in the manner identified in the PUD Preliminary Plan shall be constructed as a part of the Phase 1 Land Improvements.

Access to Lot 2 shall be limited to not more than two full access points from Woodward Drive, and access to Lot 3 shall be limited to not more than one full access point from Woodward Drive, unless otherwise approved by the CITY at the time of Preliminary PUD Plan approval for Lots 2 and/or 3. The centerline of all access drives within the Subject Property shall be located in accordance with good engineering practice, but not less than 150 feet from the centerline of any intersection of two public streets.

C. INTERSECTION IMPROVEMENTS - IL ROUTE 64 (Main Street): Access to the Subject Property from Illinois Route 64 shall be limited to one (1) full movement intersection and one (1) right-in and right-out only intersection in the general locations identified in the PUD Preliminary Plan, except such additional locations as the City Council in its sole discretion may determine (individually a "**Route 64 Intersection**" and collectively the "**Route 64 Intersections**"). The CITY and DEVELOPER acknowledge that all access to Illinois Route 64 is subject to the approval of the Illinois Department of Transportation. The CITY shall cooperate with DEVELOPER with respect to DEVELOPER'S efforts to obtain permits from IDOT for the Route 64 Intersections. DEVELOPER shall improve the Route 64 Intersections at its expense in conformity with the design standards therefore approved by IDOT. Provided permits for both Route 64 Intersections have been approved and issued by IDOT, both of the Route 64 Intersections shall be constructed as a part of the Phase 1 Improvements. DEVELOPER is

currently engaged in discussions with IDOT concerning the design standards to be utilized for the Route 64 Intersections as well as any other improvements to Route 64 which may be required. The nature and scope of the on site and off site improvements shall be as determined and required by IDOT and may include right turn lanes, pavement marking, shoulder improvements and storm sewer improvements. The CITY shall not be required to issue any building permit(s) for the Corporate Reserve PUD until DEVELOPER has obtained an IDOT permit for the construction of at least one (1) of the Route 64 Intersections as required for Phase 1 and has submitted all financial guarantees as may be required by IDOT.

D. Bike Path:

(i) Phase 1 Bike Path Construction: The PUD Preliminary Plan identifies a bike path to be constructed along the north side of Woodward Drive from the easterly boundary line of the Subject Property to the westerly boundary of the NIGAS Property and extending north of Woodward Drive generally along the westerly boundary of Phase 1 to a temporary terminus in Lot 7 ("**Bike Path**"). DEVELOPER shall, at its expense, construct the Bike Path as a part of the Phase 1 Land Improvements. Any extension of or connection to the Bike Path included in the PUD Preliminary Plans for a subsequent Development Phase shall be constructed by DEVELOPER, at its expense. The Bike Path shall be constructed in substantial conformance with the specifications therefore contained in the Final Engineering for the Development Phase as approved by the CITY.

(ii) Bike Path Extension and Interconnection: The Sketch Plan identifies conceptual locations and routes for the extension and interconnection of the Bike Path along the westerly and northerly portions of Lot 8 ("**Bike Path Extension**"). Said extensions and interconnections shall be constructed as a part of the Land Improvements for the initial Development Phase within Lot 8, or at such later time as approved by the CITY, in substantial compliance with the approved Final PUD Plans for the applicable Development Phase. The portion of the Bike Path Extension running in a north-south direction along the westerly portion of Lot 8 shall connect the Great Western Trail with the full access Route 64 Intersection ("**West Side Extension**"). The West

Side Extension may either be located within the Subject Property, as shown on the Sketch Plan, or within the existing easement running to the benefit of the St. Charles Park District ("**Park District**") within the NIGAS Property, subject to the review and approval of the location and design thereof by the Park District. The portion of the Bike Path Extension running in an east-west direction along the northerly portion of Lot 8 ("**North Side Extension**") shall be relocated to within the railroad right-of-way located north of the Subject Property ("**RR ROW**"), connected to the Great Western Trail and extended therein to a point adjacent to the easterly boundary of the Subject Property, provided the owner of the RR ROW authorizes the same and duly executes the Bike Path Easement, as defined in Section (iii), below, or other appropriate easement material. The CITY and DEVELOPER shall cooperate in seeking the approval of the Park District and/or the RR ROW owner, and the execution of appropriate documentation pertaining thereto, to permit the extension, connection, use and maintenance of the Bike Path Extension within either or both of said offsite areas. The location and design of the West Side Extension and the North Side Extension shall be subject to the review and approval of the CITY at the time of Preliminary PUD Plan review for the applicable Development Phase.

(ii) Bike Path Easement: DEVELOPER shall cause an easement for the CITY's and public's use, enjoyment and maintenance of the Bike Path ("**Bike Path Easement**"), in form and substance approved by the CITY, which approval shall not be unreasonably delayed or denied, to be prepared and recorded against all portions of the Bike Path to be constructed within the Development Phase which are located outside of a public street right-of-way. The Bike Path Easement shall provide, among other things, that the CITY, or other governmental agency designated by the CITY, shall, at its expense, maintain the Bike Path in a good, clean and safe condition, except for that portion of the Bike Path integrated with the emergency vehicle access drive located on the west side of Lot 5, as identified on the Phase 1 PUD Preliminary Plan, which shall be maintained by DEVELOPER, at its expense. The Bike Path Easement shall also provide for the CITY, or other governmental agency designated by the CITY, to indemnify, defend and hold harmless DEVELOPER and all OWNERS, their shareholders, members, officers,

employees and agents (individually an "Indemnitee" and collectively the "Indemnitees"), from all claims, demands, actions, judgments, costs and expenses, including, without limitation, reasonable attorney's fees, court costs and expert witness fees, incurred by or brought against all or any of the Indemnitees as a result of the public use of and/or the CITY's or its designee's failure to properly maintain and care for the Bike Path.

9. MAINTENANCE AND RESTORATION OF LAND IMPROVEMENTS. DEVELOPER shall be liable for the maintenance, repair, restoration and replacement, of any and all improvements intended to be dedicated to the CITY which are damaged or disturbed by reason of construction traffic or activity related to the development of the Subject Property. This obligation shall terminate upon the acceptance by the CITY of the dedication except where the acceptance of the dedication is a partial acceptance, as where the CITY accepts the dedication of a street prior to the installation of the final surface course or lift. Such repair and/or replacement shall cause the damaged Land Improvements to be restored to a condition which meets and complies with their originally designed sizes, standards and topography; all of said work to be performed in a manner satisfactory to the CITY. Should DEVELOPER fail to perform any maintenance, repair, restoration and replacement, as herein required, the CITY may do so and, in that event, the cost thereof shall be a liability of DEVELOPER.

10. FINANCIAL GUARANTEES. For each Development Phase DEVELOPER shall submit to the CITY a financial performance guarantee in the form of a surety bond or letter of credit ("Security") conforming to the provisions of Title 16 of the St. Charles Municipal Code to guarantee completion of the Land Improvements, Title 13 Electric Improvements, and Bike Paths, to be constructed as a part of the Development Phase pursuant to the Final Engineering as approved by the CITY for the Development Phase. The Security shall be released upon the satisfactory completion and acceptance of the Land Improvements guaranteed thereby and the posting with the CITY of an acceptable maintenance guarantee securing the maintenance of the Land Improvements for a period of one (1) year after CITY'S acceptance of same in the amount of ten percent (10%) of the original approved estimate of costs for the Land Improvements.

Periodic partial draw-downs of the Security will be allowed subject to the reasonable approval of the CITY's Director of Public Works.

11. FACILITIES TO BE UNDERGROUND. DEVELOPER shall cause all utilities and communications facilities intended to serve Subject Property including, but not by way of limitation, all telephone, electric and cable television lines, to be installed underground. This requirement shall be affixed to all Final Plats. Notwithstanding the foregoing, overhead utility lines shall be permitted within the Rt. 64 right-of-way and within the RR ROW north of the Subject Property.

12. LIMIT ON CITY RESPONSIBILITY FOR UTILITIES. The CITY shall not be held responsible for its inability to install any utility, or for any loss or damage including consequential damage, or delay in installation caused by inability to obtain financing upon such terms as the City Council may determine, strikes, riots, elements, embargoes, failure of carriers, inability to obtain material, or other acts of God, or any other cause beyond CITY'S reasonable control, including but not limited to the acquisition of easements, modifications of Facilities Planning Area boundaries, Army Corps of Engineers permits, railroad licenses and permits, Kane County permits and easements, and Illinois Environmental Protection Agency permits.

13. RECAPTURE AGREEMENTS.

A. AMOUNTS DUE TO OWNERS: The CITY and DEVELOPER agree that in accordance with the CITY'S home rule powers and 65 ILCS 5/9-5-1 *et seq.* (1994), as amended, the CITY shall (to the extent permitted by law and the provisions hereof) enter into an agreement for reimbursement to DEVELOPER ("**Reimbursement Agreement**") for a portion of the cost of the construction, reconstruction and widening of Main Street (IL Rt. 64) roadways, traffic signals, or other traffic related improvements, constructed or paid for by DEVELOPER as a condition precedent to the approval of preliminary or final planned unit development plans and/or issuance of access or construction permits by the Illinois Department of Transportation for a Development Phase, which in the opinion of the CITY may be used for the benefit of property not located within the Corporate Reserve PUD ("**Benefitted Property**"). Prior to the CITY

considering approval of any Reimbursement Agreement, DEVELOPER shall provide the following, which shall be subject to the review and approval of the CITY:

1. Final Engineering plans of the improvements for which reimbursement is sought.
2. An Engineer's Cost Estimate for the construction cost of the improvements for which reimbursement is sought.
3. A legal description, PIN number, and acreage of each Benefitted Property and a list of the names and addresses of all owners of each of the Benefitted Properties.
4. The proposed percentage and amount to be paid by each Benefitted Property. Intersection improvement costs shall be allocated according to the traffic generated by the Benefitted Property; road improvement costs outside of intersections shall be allocated according to the linear footage of the improvement between the centerline and the right-of-way line abutting the Benefitted Property.

After review and approval of the foregoing, the CITY will notify the owners of each Benefitted Property and will conduct a public hearing to receive comments regarding the proposed Reimbursement Agreement within sixty (60) days of approval of the foregoing documentation. Said agreement shall be substantially in the form which is attached hereto and made a part hereof as Exhibit "G-1".

Prior to approval of a Final Plat, DEVELOPER shall have the right to request the CITY to approve, execute and record a Reimbursement Agreement that references the Final Engineering Plans, Engineer's Cost Estimate, each Benefitted Property, and the proposed cost allocation as presented at the public hearing and as subsequently modified by the CITY. The CITY shall approve, execute and record the same provided the CITY finds, in its reasonable discretion, that: (i) the expense qualifies for reimbursement, (ii) each Benefitted Property will in fact benefit from its connection to or use of the improvement for which reimbursement is sought, and (iii) the allocable share of the cost requested to be reimbursed by the Benefitted Property is fair and reasonable.

B. AMOUNTS OWED BY OWNERS: DEVELOPER shall pay its share of those obligations owned by the Corporate Reserve PUD pursuant to those reimbursement agreements heretofore entered into by CITY with others for the recovery of a prorate share of improvement costs providing a benefit to the Corporate Reserve PUD ("**Existing Reimbursement Obligations**"). The Existing Reimbursement Obligations affecting the Corporate Reserve PUD are summarized in Exhibit "G-5" attached hereto and made a part hereof. The CITY has determined that there are no reimbursement obligations currently affecting the Corporate Reserve PUD other than as identified in said Exhibit "G-5".

14. REQUIREMENTS OF OTHER JURISDICTIONS. Notwithstanding any contrary covenant or condition contained herein, the CITY shall not be deemed to be in breach of this Agreement if its performance of any such covenant or condition is not consistent with, or is precluded by, a legal duty, rule, regulation or requirement which is imposed by any other governmental bodies or agencies having jurisdiction over Subject Property, the CITY or OWNERS.

15. SCHOOL AND PARK CONTRIBUTIONS. OWNERS shall have no obligation to make any contribution of land, cash or otherwise to or for the benefit of any school and park districts with respect to the platting or development of the Corporate Reserve PUD, provided the Corporate Reserve PUD is developed only for those non-residential uses provided under this Agreement, or any other non-residential use hereafter approved by the CITY.

16. BLANKET EASEMENTS / UTILITY EASEMENT PLAT / WETLAND CONSERVATION EASEMENT.

A. BLANKET EASEMENTS: At the CITY'S request, the OWNERS shall provide one (1) or more blanket easement(s) ("**Blanket Easement**" or "**Blanket Easements**") over, under and upon all common open space, private common driveways and parking areas established or constructed within the Corporate Reserve PUD permitting the access of emergency vehicles ("**Access Blanket Easement**") and further permitting the ownership, operation, maintenance, repair, replacement and customary servicing of all electricity lines, all sanitary

sewer, storm drainage, storm water detention and retention, and water main systems, telephone lines, natural gas supply systems, communication facilities (including cable television and other cabled communication facilities) and other utilities ("**Utility Blanket Easement**"), on all final plats. The Blanket Easements shall be granted to the CITY and, as appropriate, to all other utility providers which now hold, or which may in the future hold, a CITY franchise or otherwise have rights to provide the service. The Blanket Easements shall expressly exclude all building pad areas as the same may, from time to time, be established, modified or relocated. The Blanket Easements shall contain terms which shall permit relocation of existing utility facilities located within an easement area as may be required, from time to time, to facilitate the development or redevelopment of any portion of the Subject Property provided, however, that the cost of the relocation shall be born by the respective OWNER, successor or assign, or other party seeking such relocation and, in each case, shall be further subject to the approval of the owner of the utility as to the proposed site of the utility relocation. Said easements shall further require the CITY and any CITY franchisee which carries out work within the easement premises to indemnify, defend and hold harmless the CITY (as to a franchisee) OWNERS and their successors and assigns from any claim, liability, cost and/or expense, including reasonable attorneys' and expert witness' fees, arising directly or indirectly from such work. In the event utility maintenance is performed within the utility blanket easement, the CITY will have no obligation with respect to surface restoration including, but not limited to, the restoration, repair, or replacement of any landscaping provided, however, the grantees shall be obligated following any such work, to backfill and mound so as to retain suitable drainage, remove debris, and leave the area in generally clean and workmanlike condition. The easement area may be used for gardens, shrubs, landscaping, paving, fences, sidewalks, curbing, and other purposes that do not interfere with the aforesaid uses and rights. Where said easement is encumbered by storm or sanitary sewers, other utility installations shall be subject to the prior approval of the CITY so as not to interfere with the gravity flow in said sewer or sewers. The form and content of the Blanket Easements shall be subject to the approval of the CITY and DEVELOPER, which



approvals shall not be unreasonably delayed or denied. The Utility Blanket Easement shall provide that it shall expire upon, and in the event of, the CITY's approval and recordation of a Utility Easement Plat, as defined in Section 16.B.

B. UTILITY EASEMENT PLAT: Upon the completion of the Land Improvements within a Development Phase, including all utility lines and structures, and storm water detention and retention areas along with easements to provide for access thereto, and the CITY'S approval and, where applicable, acceptance of the same, DEVELOPER may elect, at its expense, to prepare an as-built utility easement plat for that Development Phase ("**Utility Easement Plat**") establishing defined utility easements in lieu of the Utility Blanket easement hereinabove provided. In such event, and provided the Utility Easement Plat conforms with the applicable ordinances of the CITY pertaining to the utility easements, the CITY shall approve and the CITY and DEVELOPER shall execute the Utility Easement Plat and said plat shall be recorded at DEVELOPER'S expense. Upon the recordation of the Utility Easement Plat the Utility Blanket Easement shall be abrogated and released and the CITY and DEVELOPER shall, at DEVELOPER'S expense, take such actions and prepare and record such documents as may be reasonably necessary or appropriate to effectuate said abrogation and release.

C. WETLAND CONSERVATION EASEMENT: DEVELOPER shall cause a wetland conservation easement ("**Wetland Conservation Easement**") to be recorded against all preserved wetland areas located within the Subject Property. The Wetland Conservation Easement shall be in form and content prepared by DEVELOPER and approved by the CITY, which approval shall not be unreasonably delayed or denied. The Wetland Conservation Easement shall be included on, and established under, the applicable Final Plat.

17. BUILDING CODE. DEVELOPER shall comply in all respects with the applicable provisions of Title 15 of the St. Charles Municipal Code which are in effect at the time the CITY issues to DEVELOPER, or any of its successors or assigns, a building or other permit or permits in connection with the construction of buildings and structures within the Corporate Reserve PUD. This requirement shall be expressly deemed to include any future

amendment to the provisions of Title 15 of the St. Charles Municipal Code.

19. NO REQUIREMENT TO DEVELOP. The OWNERS and their respective successors and assigns shall not be required to develop or plat any of the Subject Property. In the event, however, that either of the OWNERS, or any of their respective successors and assigns, develop or plat any portion of the Subject Property, such development and platting shall be in accordance with this Agreement and the Corporate Reserve PUD Ordinance.

20. MAINTENANCE OF PRIVATE FACILITIES. DEVELOPER, as to each Development Phase from time to time developed, agrees to repair and maintain, or provide for the repair and maintenance of, all private Storm Water Management Facilities, and any other Land Improvements, common areas or facilities which are not conveyed to and accepted by the CITY, or any other governmental entity. Said maintenance obligation shall be included in the REA for each Development Phase and shall constitute a covenant running with the land and building on all persons and entities from time to time owning a fee simple title interest in all or any portion of the Subject Property located within the Development Phase.

21. ACCEPTANCE OF RIGHTS-OF-WAY DEDICATIONS AND CONVEYANCE OF LAND IMPROVEMENTS. Subject to the following, the acceptance of rights-of-way dedications and conveyance of the Land Improvements shall be in accordance with Section 16.44.005 et seq. of the St. Charles Municipal Code. Upon the request of DEVELOPER, the CITY shall consider the acceptance of the dedication and conveyance of the completed portions of the required Land Improvements, including all public streets, sanitary sewers, storm drainage sewers, inlets and structures, and water mains and appurtenances lying within public dedicated rights-of-way or publicly dedicated easements. If the CITY's Director of Public Works, upon review, determines that the tendered Land Improvements have been constructed in conformance with this Agreement and the Final Engineering as approved by the CITY for the Development Phase, the CITY's Director of Public Works shall recommend acceptance thereof to the City Council which shall consider accepting all of the satisfactorily completed portions and elements of the Land Improvements. As a precondition to the acceptance of any of the Land

Improvements, DEVELOPER shall convey and transfer the applicable Land Improvements to the CITY free of all liens or encumbrances by appropriate bills of sale and other conveyance documents as required by the CITY. Upon the receipt of a complete written request by DEVELOPER, the CITY shall act upon said request for acceptance of the tendered Land Improvements within thirty (30) days. If the CITY refuses to accept the dedication and conveyance of the Land Improvements, the CITY shall provide the applicable RECORD OWNER with a letter of rejection citing the deficiencies within forty (40) days from receipt of such complete submittal.

22. INTENTIONALLY OMITTED.

23. INTERIM USES. The interim uses set forth below shall be permitted anywhere on the Subject Property during the term of this Agreement except for those portions of the Subject Property located within a Development Phase for which PUD Final Plans and Final Engineering have been approved by the CITY and construction of Land Improvements has been commenced:

(i) All types of farming;

(ii) Stockpiling of soil, also removal and/or sale of soil and/or clay, subject to obtaining a site development permit for grading. All soil stockpiles shall be located not less than fifty (50) feet north of the northerly boundary of the right-of-way for Woodward Drive, extended, and not less than three hundred (300) feet from the easterly and westerly boundaries of the Subject Property.

24. OVERSIZING OF IMPROVEMENTS. No oversizing of on-site or off-site improvements shall be required for the development of the Subject Property.

25. LIMITATIONS. In no event, including, without limitation, the exercise of the authority granted by applicable statute, shall the CITY require that any part of the Subject Property be designated for public purposes, except as otherwise provided in this Agreement.

26. REIMBURSEMENT. DEVELOPER shall reimburse the CITY for its reasonable attorney's fees, engineering and planning consultants, and CITY staff review time incurred by the

CITY in connection with the processing and review of any and all matters pertaining to this Agreement, including the drafting and negotiation hereof. Reimbursement shall be made pursuant to a Reimbursement of Fees Agreement as specified in Section 17.04.170, subsections C., D., E., F., and G., of the St. Charles Zoning Ordinance.

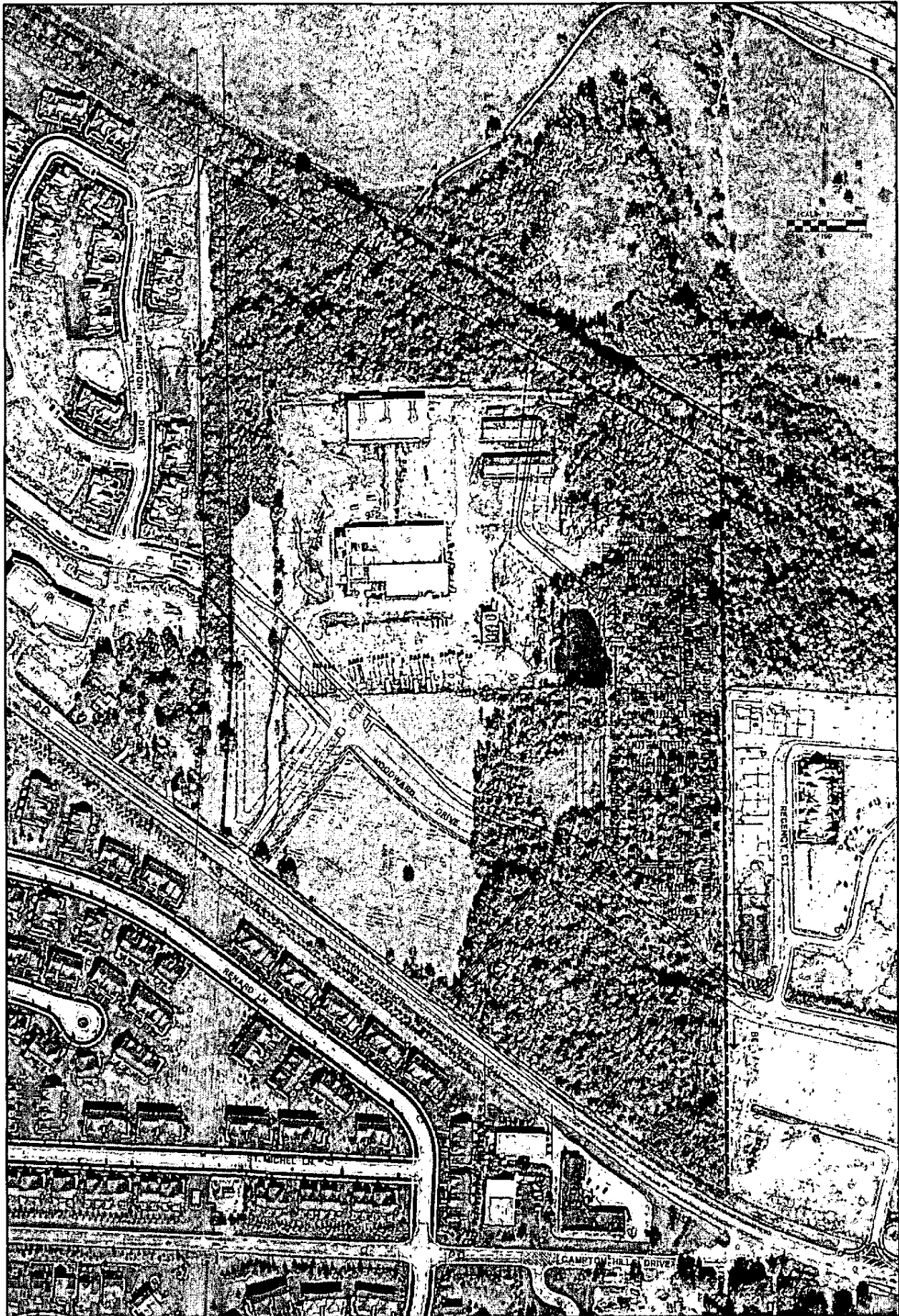
27. TERM. This Agreement shall be effective beginning on the date hereof and shall continue in full force and effect for a period of twenty (20) years following the date of this Agreement.

28. BINDING EFFECT: If RECORD OWNER and/or DEVELOPER sells or conveys all or any portion of the Subject Property or otherwise transfers or assigns any of its rights and/or duties hereunder during the term of this Agreement, all of RECORD OWNER's and/or DEVELOPER'S obligations specified in this Agreement shall devolve upon and be assumed by such purchaser, grantee, successor or assignee in interest ("**Transferee**"), as to the portion of the Subject Property so conveyed or the specific rights and/or duties so transferred, and the conveying RECORD OWNER, OWNER and/or DEVELOPER, as the case may be, shall be released from such obligations, provided no sale or conveyance or other transfer shall be effective to release either RECORD OWNER and/or DEVELOPER from such obligations imposed by this Agreement until the Transferee has posted substitute security, as reasonably approved by the CITY, to replace that posted by RECORD OWNER and/or DEVELOPER under this Agreement, if any, for the portion of the Subject Property, right or obligation being conveyed or transferred. Upon the effectuation of such conveyance by recorded deed, or other transfer of rights and/or obligations by written assignment or other instrument duly recorded, all references in this Agreement to RECORD OWNER, OWNER and/or DEVELOPER, as the case may be, shall be construed to mean the Transferee of such interest as to the portion of the Subject Property and/or the right or obligation thereby expressly transferred pursuant to such instrument of conveyance. Anything contained in this Agreement to the contrary notwithstanding, the rights, duties and obligations of SCF as DEVELOPER and/or as an OWNER hereunder are expressly conditioned upon SCF closing on and acquiring, through itself, its nominee or an affiliate, fee

simple title to the Subject Property. Upon SCF, its nominee or affiliate acquiring title to the Subject Property, all references herein to DEVELOPER shall be construed to include OWNER. In the event said closing and transfer of title fail to occur and the purchase contract between SCF and TRUSTEE ("**Purchase Contract**") is terminated ("**Purchase Contract Termination**"), SCF shall have no further rights, duties or obligations hereunder and RECORD OWNER or any subsequent grantee of the Subject Property shall succeed to all of the rights and duties of DEVELOPER hereunder provided, and only in the event, RECORD OWNER, or such grantee, in its sole discretion, elects to proceed with the development of the Subject Property in the manner provided under this Agreement. In the event the Purchase Contract Termination occurs, RECORD OWNER shall have the sole and unfettered right and authority for a period of six (6) months following the date of this Agreement ("**Termination Period**"), to elect not to proceed under the terms and provisions of, and to terminate, this Agreement and the Corporate Reserve PUD Ordinance ("**Right of Termination**") by giving the CITY written notice thereof ("**Termination Notice**"), which Termination Notice shall be recorded by RECORD OWNER with the Kane County Recorder's office at RECORD OWNER's expense. In the event RECORD OWNER duly delivers a Termination Notice to the CITY and records the same prior to the expiration of the Termination Period: (i) the Corporate Reserve PUD Ordinance shall automatically terminate, be of no further force or effect and be deemed void abinitio and the West Gateway PUD, as it pertains to the Subject Property, shall continue in full force and effect without amendment pursuant to the same terms and conditions set forth therein immediately preceding the adoption of the Corporate Reserve PUD Ordinance, and (ii) this Agreement shall automatically terminate and be of no further force or effect and the 1990 Annexation Agreement shall thereupon continue in force and effect against the Subject Property without amendment. In the event SCF, its nominee or affiliate acquires title to the Subject Property, the Right of Termination shall expire, terminate and be of no further force or effect and this Agreement and the Corporate Reserve PUD Ordinance shall continue in full force and effect.

**EXHIBIT "VI-A"**

**AERIAL PHOTO WITH PHASING LINES**



**MACKIE CONSULTANTS LLC**  
 9575 W. MAGGINS RD., SUITE 500, ROSEMONT, IL 60018  
 847.686.1100 FAX 847.686.1140  
 ENGINEERS PLANNERS SURVEYORS  
 ILLINOIS PROFESSIONAL DESIGN PERM LICENSE NUMBER 01-000501

OWNER  
**BR&J REAL ESTATE, LLC**  
 6606 W. CATALPA AVENUE SUITE 206  
 CHICAGO, ILLINOIS 60638  
 PHONE (773) 714-1385 FAX (773) 714-0214

DESIGNED	WHP
DRAWN	WHP
APPROVED	DAB
DATE	3/16/08
SCALE	1" = 100'

**THE CORPORATE RESERVE OF  
 ST. CHARLES - PHASE I  
 ROUTE 64 (MAIN STREET)  
 ST. CHARLES, ILLINOIS**

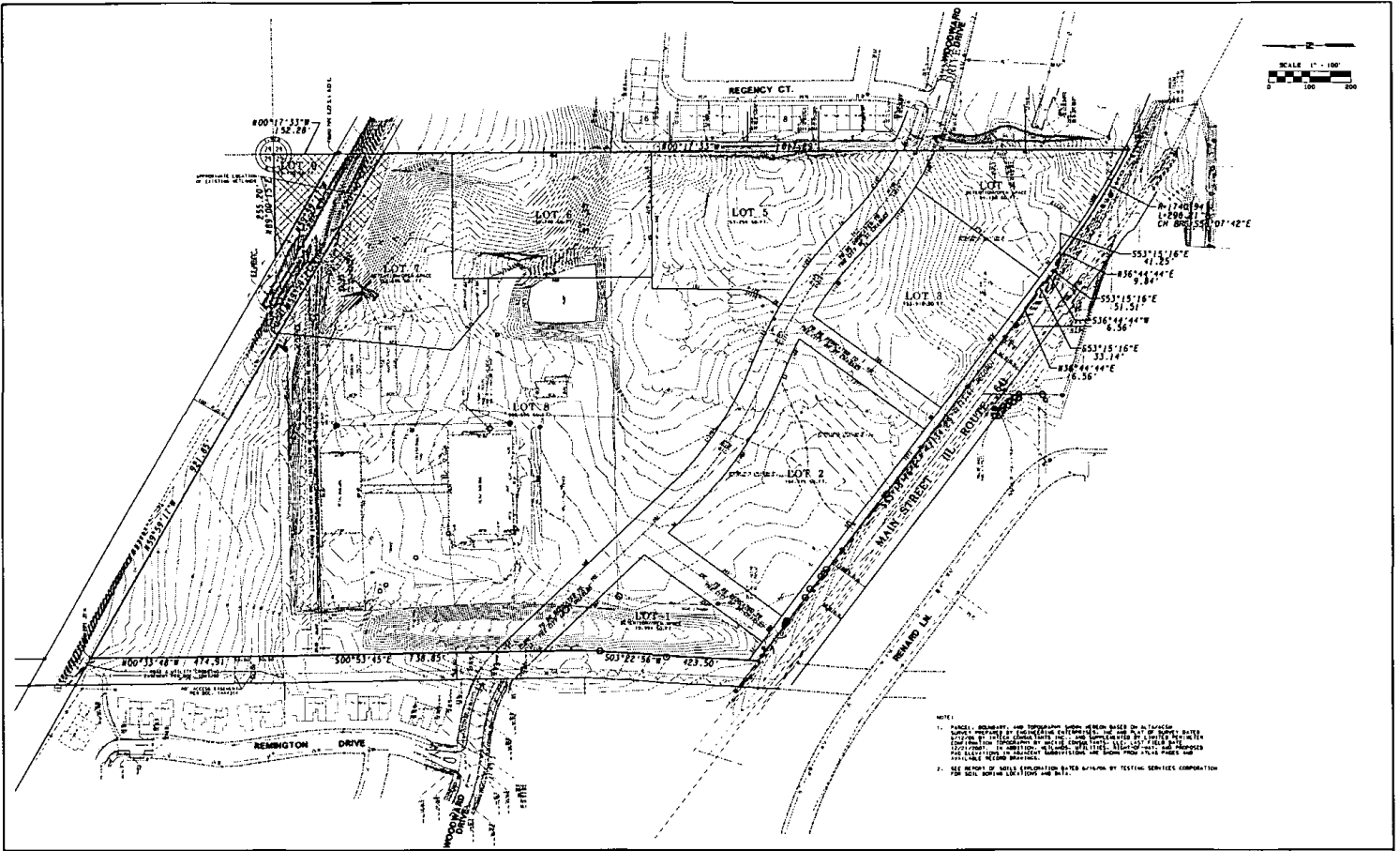
Sheet  
**1 of 1**  
 PROJECT NUMBER 0371  
 FILE NUMBER 0371-01-0001-01  
 © 2008 MACKIE CONSULTANTS LLC 2801

**EXHIBIT "VI-B"**

**PUD PRELIMINARY PLAN, PHASE I**  
**(Preliminary Engineering, Sketch Plan, and Preliminary Plat of Subdivision)**







NOTES:  
 1. ALL DIMENSIONS AND BEARINGS GIVEN HEREON ARE BASED ON THE FOLLOWING:  
 a. THE 1983 ADJUSTED MERIDIAN ZONE SYSTEM (NAD 83) DATUM.  
 b. THE 1983 ADJUSTED MERIDIAN ZONE SYSTEM (NAD 83) DATUM.  
 c. THE 1983 ADJUSTED MERIDIAN ZONE SYSTEM (NAD 83) DATUM.  
 d. THE 1983 ADJUSTED MERIDIAN ZONE SYSTEM (NAD 83) DATUM.  
 2. SEE SHEET 2 OF THIS SET FOR THE SITE PLAN AND THE SITE PLAN.

**MACKIE CONSULTANTS LLC**  
 8878 W. HEDGECOCK RD., SUITE 900, ROSEMONT, IL 60018  
 631-886-1400 FAX 631-886-1410  
 ENGINEERS PLANNERS SURVEYORS  
 ILLINOIS PROFESSIONAL DESIGN PERMITS LICENSE NUMBER 04-0000001

CLIENT: **BR&J REAL ESTATE, LLC**  
 8808 W. CATALPA AVENUE, SUITE 808  
 CHICAGO, ILLINOIS 60654  
 PHONE 773-714-0283

DESIGNED	WPP
DRAWN	WPP/CGT
APPROVED	DAS
DATE	10-01-07
SCALE	1" = 100'

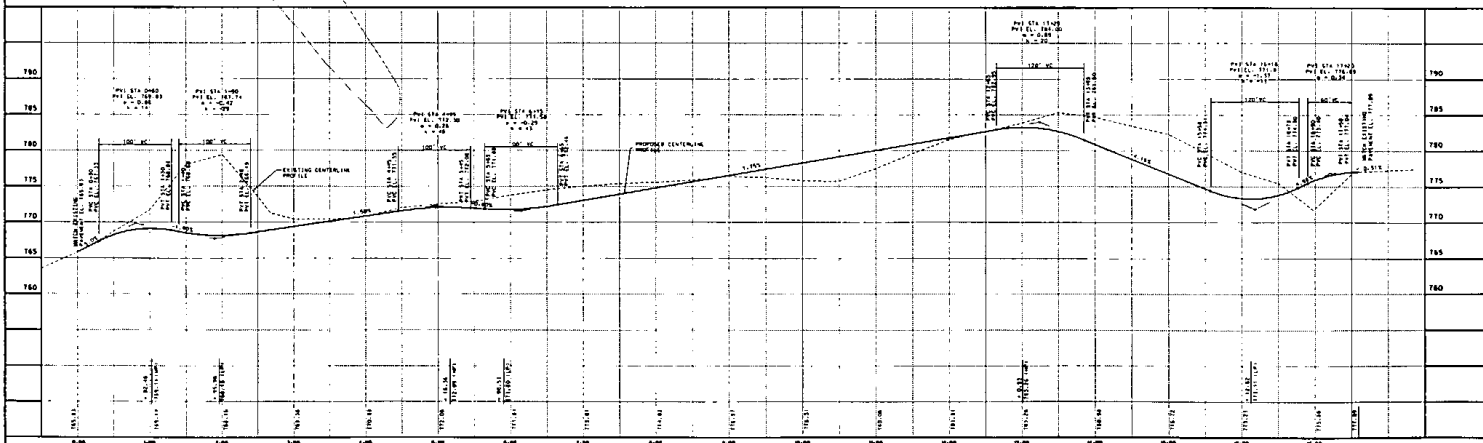
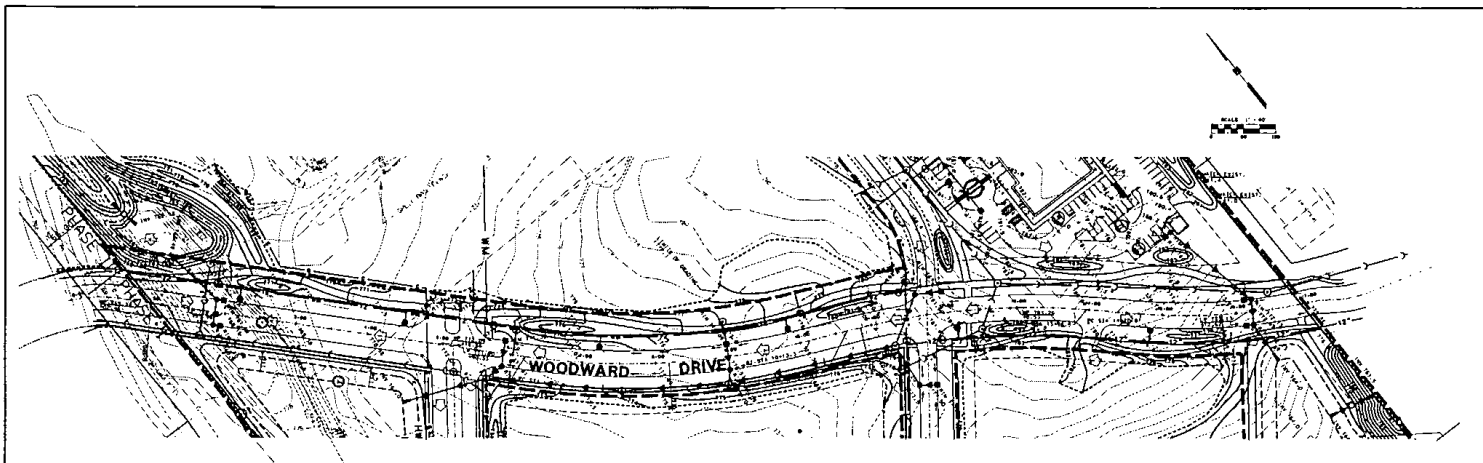
OWNER'S COMMENTS
CITY COMMENTS
CITY COMMENTS
DATE
DATE

**EXISTING CONDITIONS PLAN**  
 P.L.D. PRELIMINARY PLAN  
 THE CORPORATE RESERVE OF ST. CHARLES  
 MAIN STREET @ ROUTE 64  
 ST. CHARLES, ILLINOIS

SHEET  
**2** of **9**  
 PROJECT NUMBER: 04-0000001  
 DATE: 10-01-07  
 DRAWN BY: WPP/CGT  
 CHECKED BY: WPP/CGT







**MACKIE CONSULTANTS LLC**  
 8814 W. HOGANS RD. SUITE 400 ROSEMONT, IL 60018  
 631-886-1400 FAX 631-886-1410  
 ENGINEERS PLANNERS SURVEYORS  
 ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NUMBER 06-000000

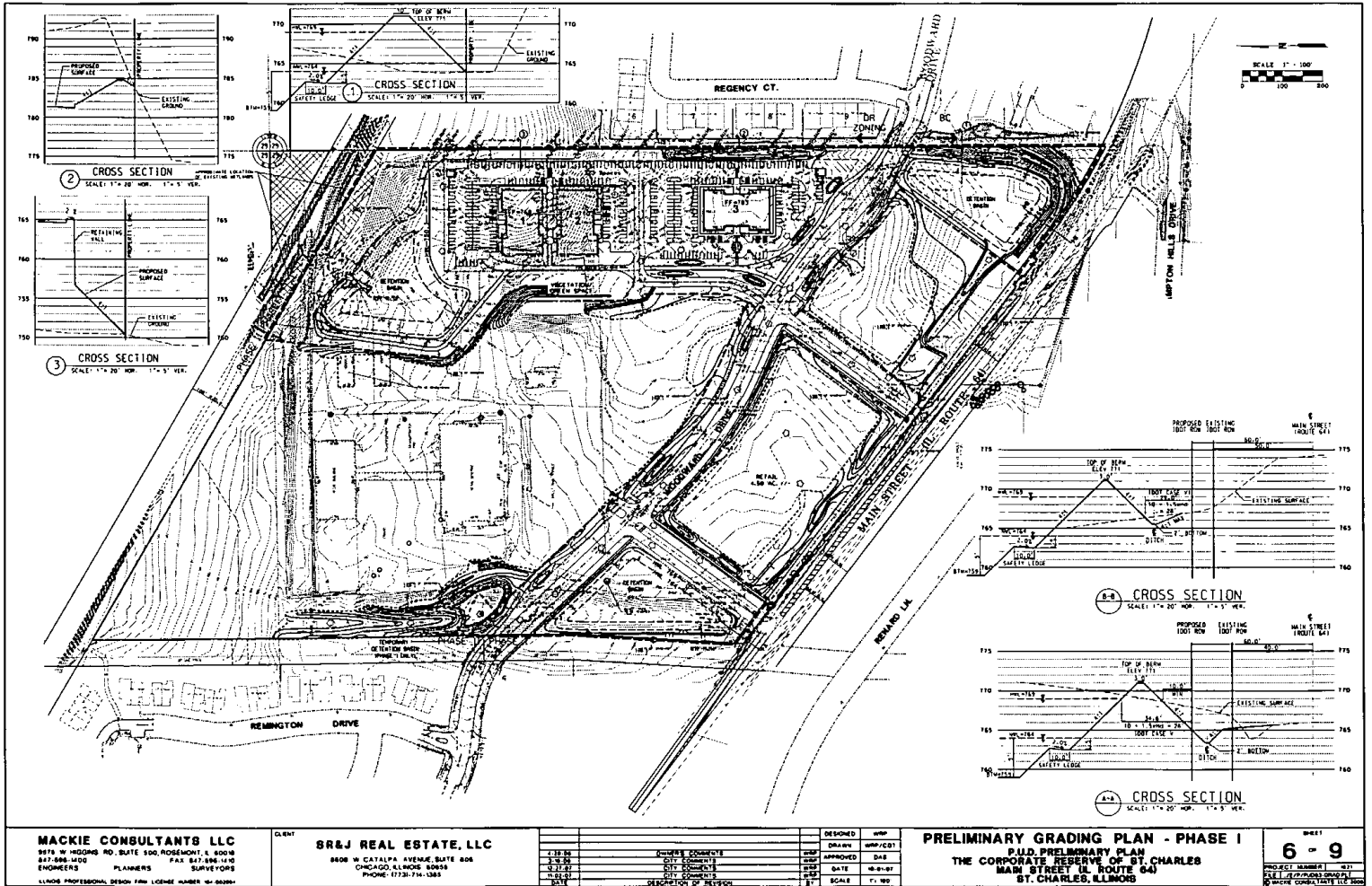
**CLIENT:**  
**SR&J REAL ESTATE, LLC**  
 8608 W. CATALPA AVENUE, SUITE 800  
 CHICAGO, ILLINOIS 60664  
 (773) 431-0880

DESIGNED	CSJ
DRAWN	CSJ
CHECKED	CSJ
DATE	11-27-13
SCALE	AS SHOWN

DESIGNED	CSJ
DRAWN	CSJ
APPROVED	CSJ
DATE	11-27-13
SCALE	AS SHOWN

**PLAN & PROFILE - WOODWARD DRIVE**  
 SUBDIVISION PRELIMINARY PLAN  
 THE CORPORATE RESERVE OF ST. CHARLES  
 MAIN STREET OR ROUTE 64  
 ST. CHARLES, ILLINOIS

SHEET  
**5 of 9**  
 PROJECT NUMBER: 1313  
 FILE: 1313-0000-0001  
 BY: CSJ/CSJ/CSJ/CSJ/CSJ



**MACKIE CONSULTANTS LLC**  
 5075 W. HOOVER RD. SUITE 500, ROSEMONT, IL 60018  
 637.686.4400 PLANNERS FAX 637.686.1010  
 ENGINEERS SURVEYORS  
 ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NUMBER 06-002804

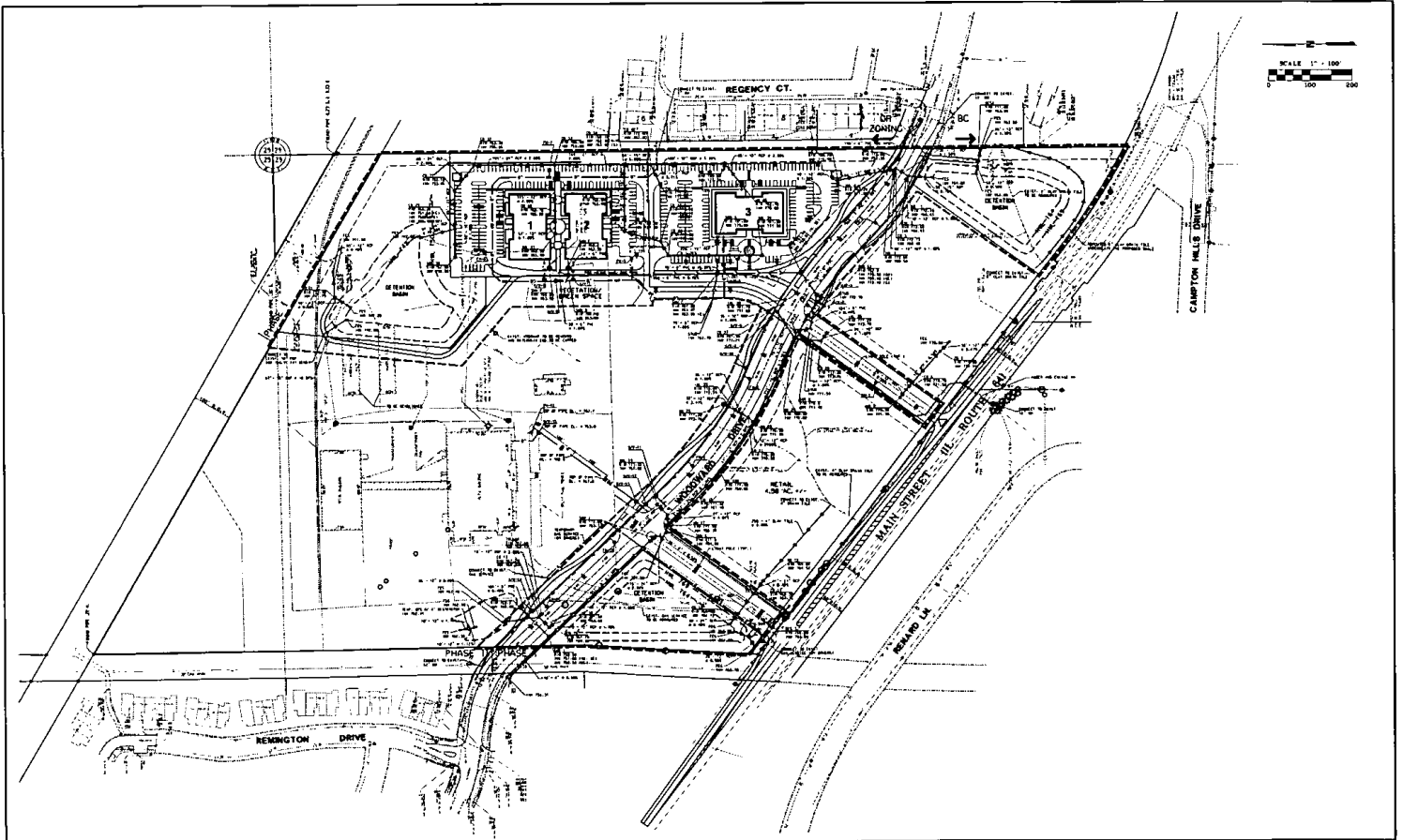
**CLIENT**  
**BR&J REAL ESTATE, LLC**  
 8408 W. CATAWA AVENUE SUITE 208  
 CHICAGO, ILLINOIS 60656  
 PHONE: 773-774-1385

NO.	DATE	DESCRIPTION	BY	CHKD.
1	11-18-07	DESIGN	J. J. JONES	J. J. JONES
2	11-18-07	DESIGN	J. J. JONES	J. J. JONES
3	11-18-07	DESIGN	J. J. JONES	J. J. JONES
4	11-18-07	DESIGN	J. J. JONES	J. J. JONES
5	11-18-07	DESIGN	J. J. JONES	J. J. JONES

DESIGNED	DATE	BY
WJP	11-18-07	J. J. JONES
APP'D	11-18-07	J. J. JONES
DATE	11-18-07	J. J. JONES
SCALE	1" = 100'	J. J. JONES

**PRELIMINARY GRADING PLAN - PHASE I**  
 P.U.D. PRELIMINARY PLAN  
 THE CORPORATE RESERVE OF ST. CHARLES  
 MAIN STREET (R. 64)  
 ST. CHARLES, ILLINOIS

**SHEET**  
**6 OF 9**  
 PROJECT NUMBER: 06-002804  
 DATE OF PREPARATION: 11/18/07  
 DRAWN BY: J. J. JONES  
 CHECKED BY: J. J. JONES



**MACKIE CONSULTANTS LLC**  
 8515 W. HOOVER RD., SUITE 400 ROSEMONT, IL 60018  
 630.586.1400 FAX 630.586.1400  
 ENGINEERS PLANNERS SURVEYORS  
 ILLINOIS PROFESSIONAL DESIGN AND LICENSE NUMBER 041102841

CLIENT: **BR&J REAL ESTATE, LLC**  
 8408 W. CATALPA AVENUE, SUITE 408  
 CHICAGO ILLINOIS 60648  
 PHONE 773.734.5843

DATE	DESCRIPTION	DESIGNED	WSP
11.20	UTILITY DOCUMENTS	DRW	WSP/GST
11.20	CITY COMMENTS	APP	DRS
01.13	CITY COMMENTS	APP	WSP/GST
03.13	CITY COMMENTS	APP	WSP/GST
04.13	REVISION OF DESIGN	APP	SCALE 1"=100'

**PRELIMINARY UTILITY PLAN - PHASE I**  
 P.U.D. PRELIMINARY PLAN  
 THE CORPORATE RESERVE OF ST. CHARLES  
 MAIN STREET (R. ROUTE 64)  
 ST. CHARLES, ILLINOIS

DATE: 7/13/13  
 SHEET: 7 OF 9  
 PROJECT NUMBER: 1111  
 FILE: 1111111111111111  
 W:\PROJECTS\1111111111111111

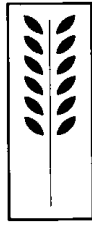






**EXHIBIT "VI-C"**

**PUD PRELIMINARY LANDSCAPE PLANS – PHASE I**



THE  
CORPORATE RESERVE  
OF ST. CHARLES

LANDSCAPE PLANS

CLIENT:

JDF Real Estate  
8606 West Catalpa Ave.  
Chicago, IL. 60656

ARCHITECT:

WRIGHT HEEREMA ARCHITECTS  
140 S. DEARBORN ST.  
CHICAGO, IL. 60603

CIVIL ENGINEER:

MACKIE CONSULTANTS  
9575 W. HIGGINS RD.  
ROSEMONT, IL. 60018

prepared by:

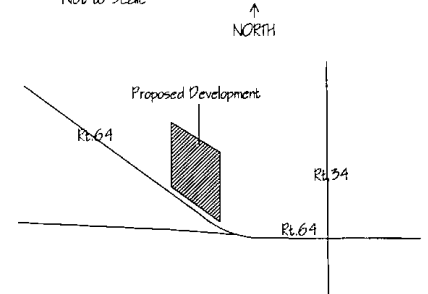
KINSELLA LANDSCAPE INC.  
BLUE ISLAND, IL. 60406

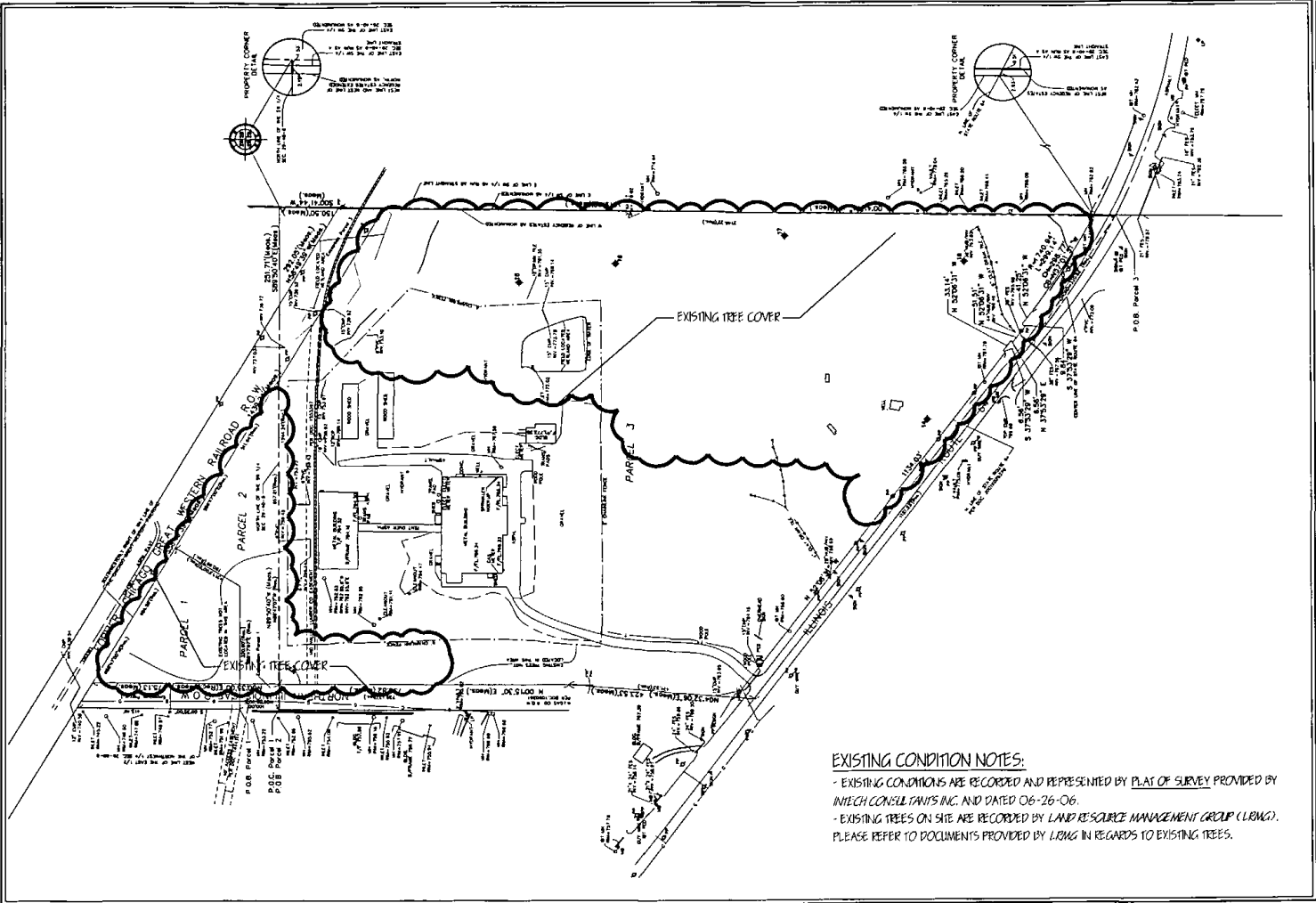
SHEET INDEX:

- L-1: EXISTING CONDITIONS
- L-2: PRESERVATION PLAN
- L-3: 1 STORY BLDG PLANTING PLAN
- L-4: 3 STORY BLDG & PARKWAY PLANTING PLAN
- L-5: ENTRANCE & PARKWAYS
- L-6: RETENTION PONDS
- L-7: DETAILS & SPECIFICATIONS

LOCATION MAP: ST. CHARLES, IL.

Not to Scale





**EXISTING CONDITION NOTES:**  
 - EXISTING CONDITIONS ARE RECORDED AND REPRESENTED BY PLAT OF SURVEY PROVIDED BY INTECH CONSULTANTS INC. AND DATED 06-26-06.  
 - EXISTING TREES ON SITE ARE RECORDED BY LAND RESOURCE MANAGEMENT GROUP (LRMG). PLEASE REFER TO DOCUMENTS PROVIDED BY LRMG IN REGARDS TO EXISTING TREES.

DATE	06-26-06
BY	JVA
CHECKED BY	JVA
SCALE	1"=100'-0"

CA-26-06  
 DIVS  
 JVA  
 TO REAL ESTATE

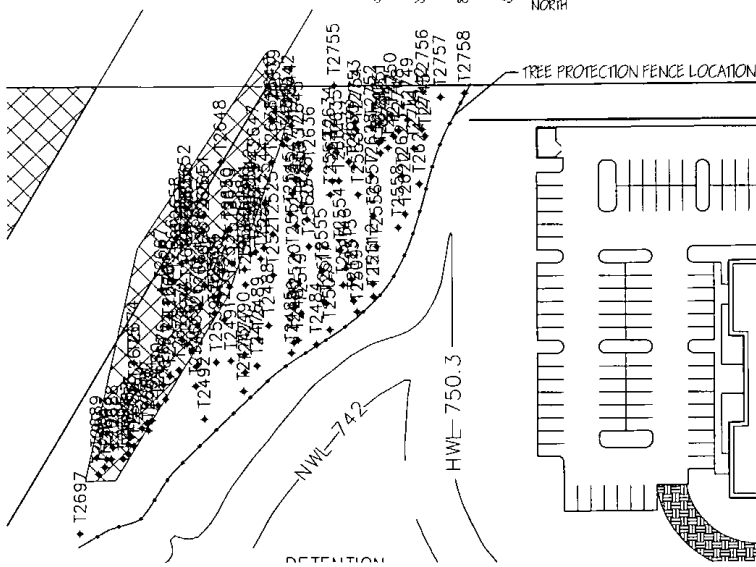


SCALE  
 1"=100'-0"



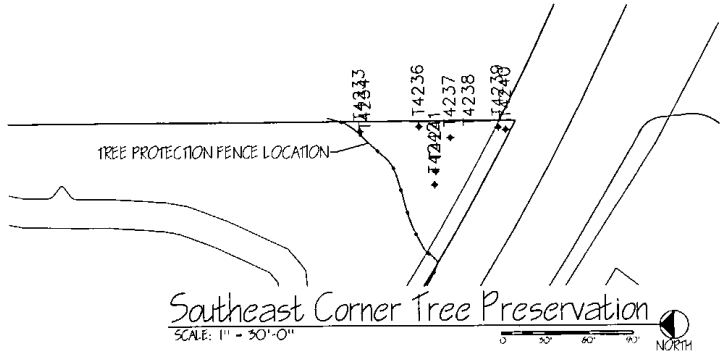
### Northeast Corner Tree Preservation

SCALE: 1" = 30'-0"



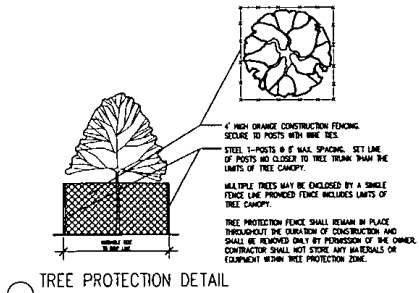
### Southeast Corner Tree Preservation

SCALE: 1" = 30'-0"



#### GENERAL NOTES:

- THIS TREE PRESERVATION PLAN AND LOCATION OF ALL MARKED TREES IS BASED OFF OF A PLAT OF SURVEY PROVIDED BY ANNECH/TAJALI/TAMM INC. DATED 06-26-06 & A TREE SURVEY REPORT PROVIDED BY LAND RESOURCES MANAGEMENT GROUP DATED 07-11-06.
- THIS PLAN REPRESENTS THE PROPOSED SITE PLAN AND ONLY THOSE TREES THAT ARE TO REMAIN. PLEASE REFER TO ACCOMPANYING PACKAGE AND TREE SURVEY REPORT FOR INFORMATION ON ALL EXISTING TREES ON THE SITE.
- THE LANDSCAPE ARCHITECT WILL ASSIST CONTRACTOR IN DETERMINING PLACEMENT OF FENCE AND HELP IDENTIFY TREES TO BE REMOVED.
- TREE PROTECTION FENCE SHALL BE INSTALLED BEFORE CONSTRUCTION BEGINS AND SHALL REMAIN IN PLACE THROUGHOUT THE CONSTRUCTION PROCESS. (SEE DETAIL ON PAGE)



TREE PROTECTION DETAIL

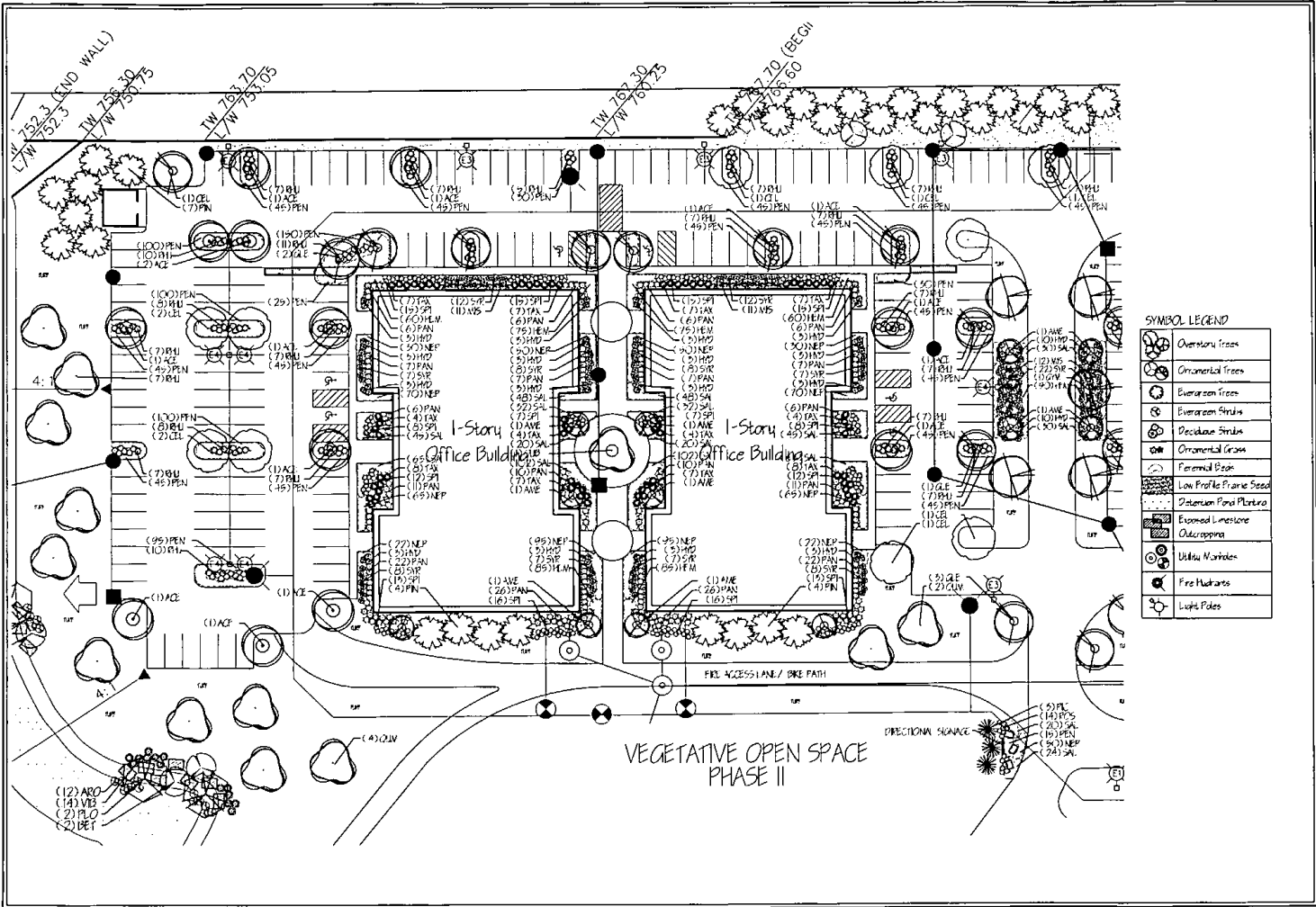
SCALE: 1/8" = 1'-0"

DATE	04-25-08
BY	JWA
FOR	JJ REAL ESTATE

SCALE	1" = 30'-0"
-------	-------------

NORTH

L-2



**SYMBOL LEGEND**

	Overstory Trees
	Circumferential Trees
	Evergreen Trees
	Evergreen Shrubs
	Deciduous Shrubs
	Ornamental Grass
	Perennial Bed
	Low Profile Prairie Seed
	Distention Pans Planting
	Exposed Limestone Outcroppings
	Utility Markers
	Fire Hydrants
	Light Poles

**KINSELLA LANDSCAPE, INC.**  
 Design/Construction/Management  
 Project: KINSELLA LANDSCAPE, INC.

**1-STORY OFFICE BLDGS PLANTING PLAN**  
 THE CORPORATE RESERVE OF ST. CHARLES,  
 ST. CHARLES, L.

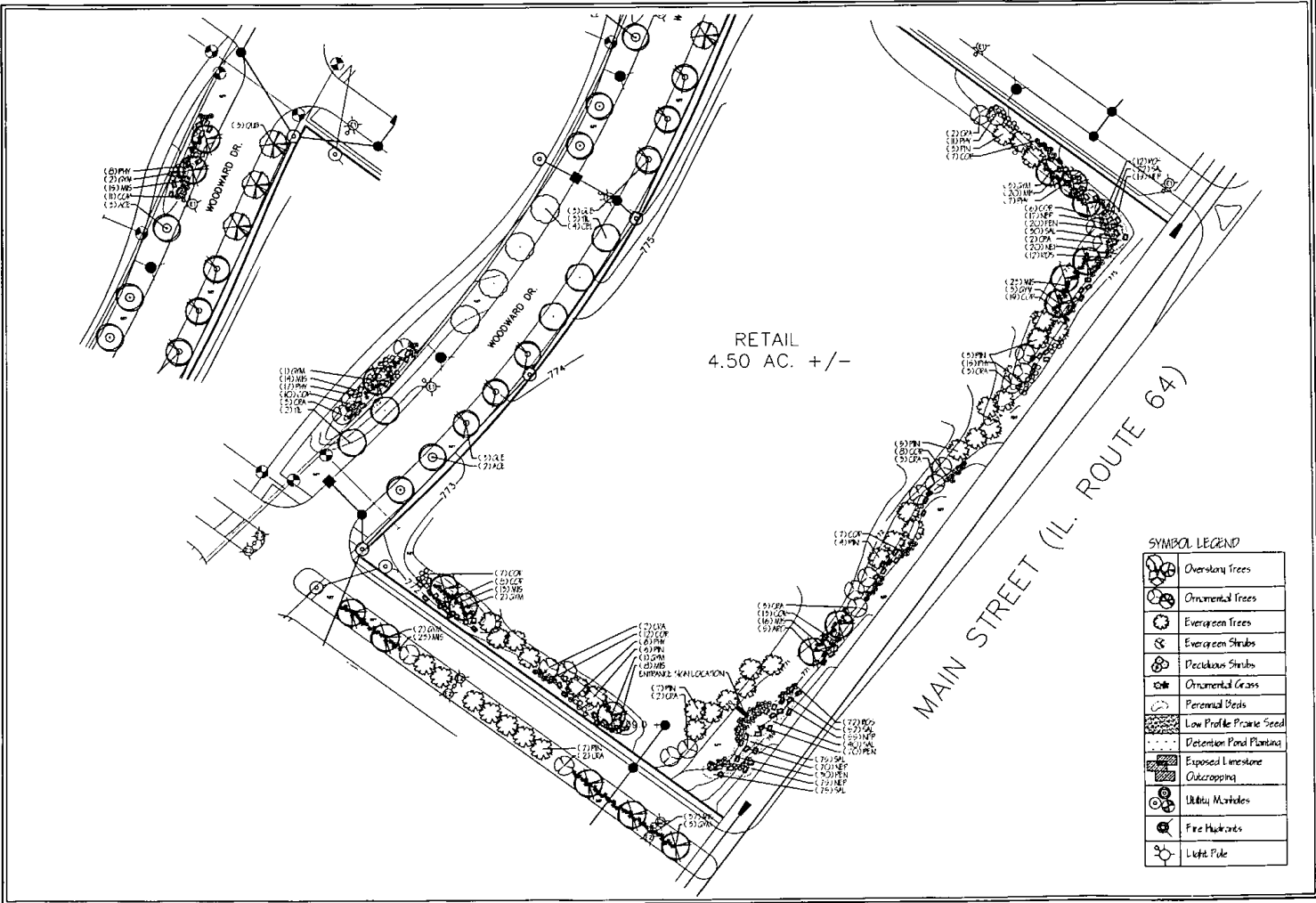
DATE: 04-28-08  
 DESIGNED BY: PMS  
 DRAWN BY: JVA  
 LITERATURE: LTR-AL-ES-08

NORTH

SCALE: 1" = 20'-0"

**L-3**





RETAIL  
4.50 AC. +/-

MAIN STREET (IL. ROUTE 64)

SYMBOL LEGEND

	Overstory Trees
	Ornamental Trees
	Evergreen Trees
	Evergreen Shrubs
	Deciduous Shrubs
	Ornamental Grass
	Perennial Beds
	Low Profile Prairie Seed
	Detention Pond Plantings
	Exposed Limestone Outcropping
	Utility Markers
	Fire Hydrants
	Light Pole

**KINSELLA LANDSCAPE, INC.**  
 Design/Construction/Maintenance  
 Phone: 630-234-1100  
 Fax: 630-234-1101  
 1000 W. Lake Street, Suite 100  
 Naperville, IL 60563

ENTRANCE & PARKWAY PLANNING PLANS  
 THE CORPORATE RESERVE OF ST. CHARLES  
 ST. CHARLES, IL

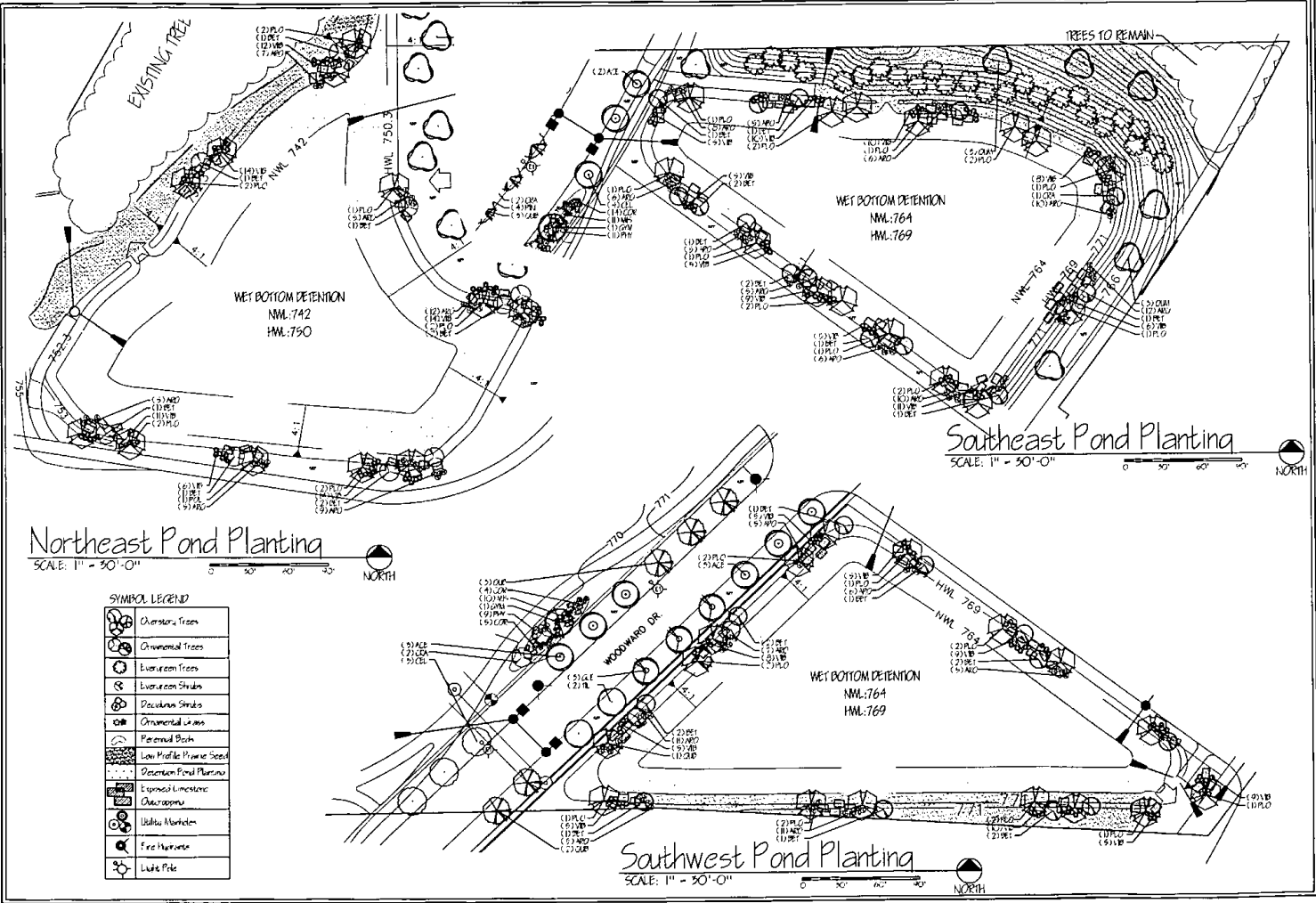
DATE: 04-28-08  
 DRAWN BY: DMS  
 CHECKED BY: JAW  
 PROJECT: 13 REAL ESTATE

NORTH

SCALE: 1" = 30'-0"

L-5





DATE:	04-28-08
BY:	DMS
CHECKED BY:	JVA
APPROVED BY:	JJ REALESTATE

04-28-08  
 DMS  
 JVA  
 JJ REALESTATE

NORTH

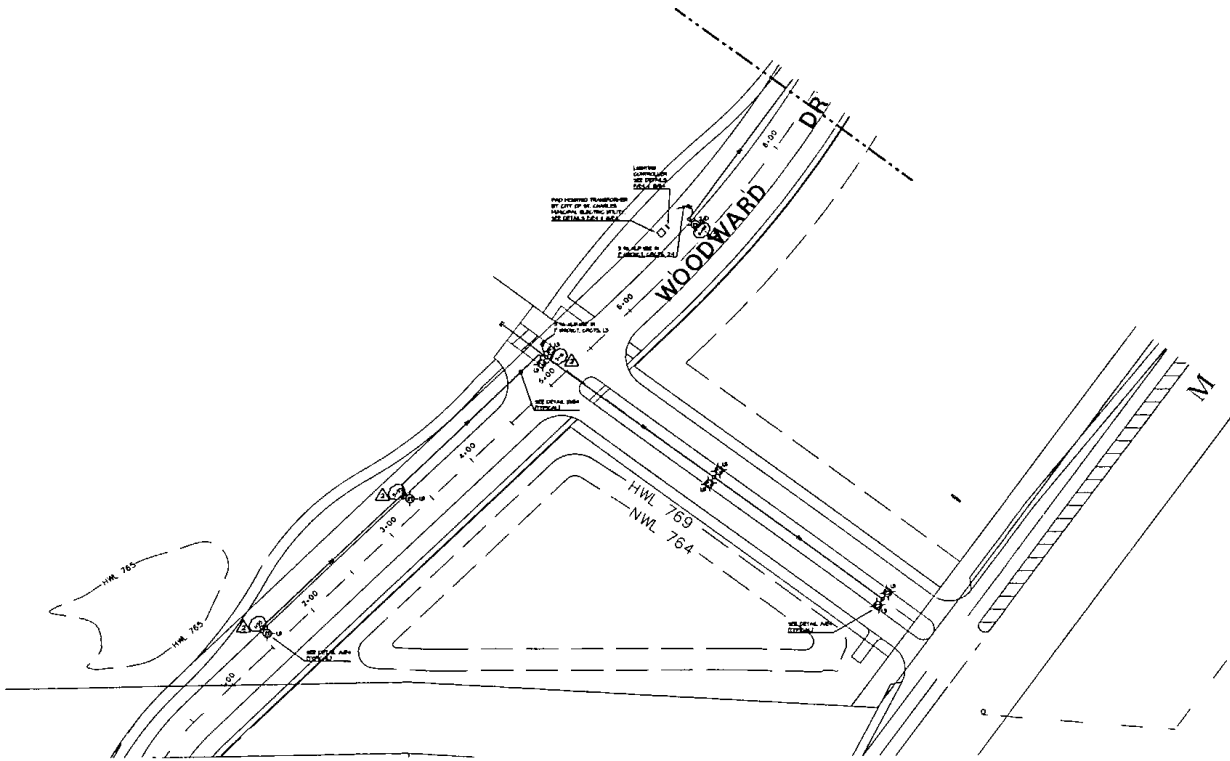
SCALE: 1" = 30'-0"

L-6



**EXHIBIT "VI-D"**

**PUD PRELIMINARY ELECTRIC PLANS – PHASE I**

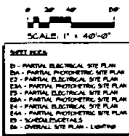


**PARTIAL ELECTRICAL SITE PLAN**  
SCALE: 1" = 40'

VOLTAGE DROP CALCULATION			
LENGTH	WIRE SIZE	ALLOWED VOLTAGE DROP	ACTUAL VOLTAGE DROP
13	10-ALP	3.2%	1.3
34	10-ALP	3.2%	1.3
13	10-ALP	3.2%	1.3

\* PER 2008 NEC, TABLE 9-10

NOTES:  
1) SEE SHEET E2 FOR FUTURE SCHEDULE AND SHEET E4 FOR DETAILS



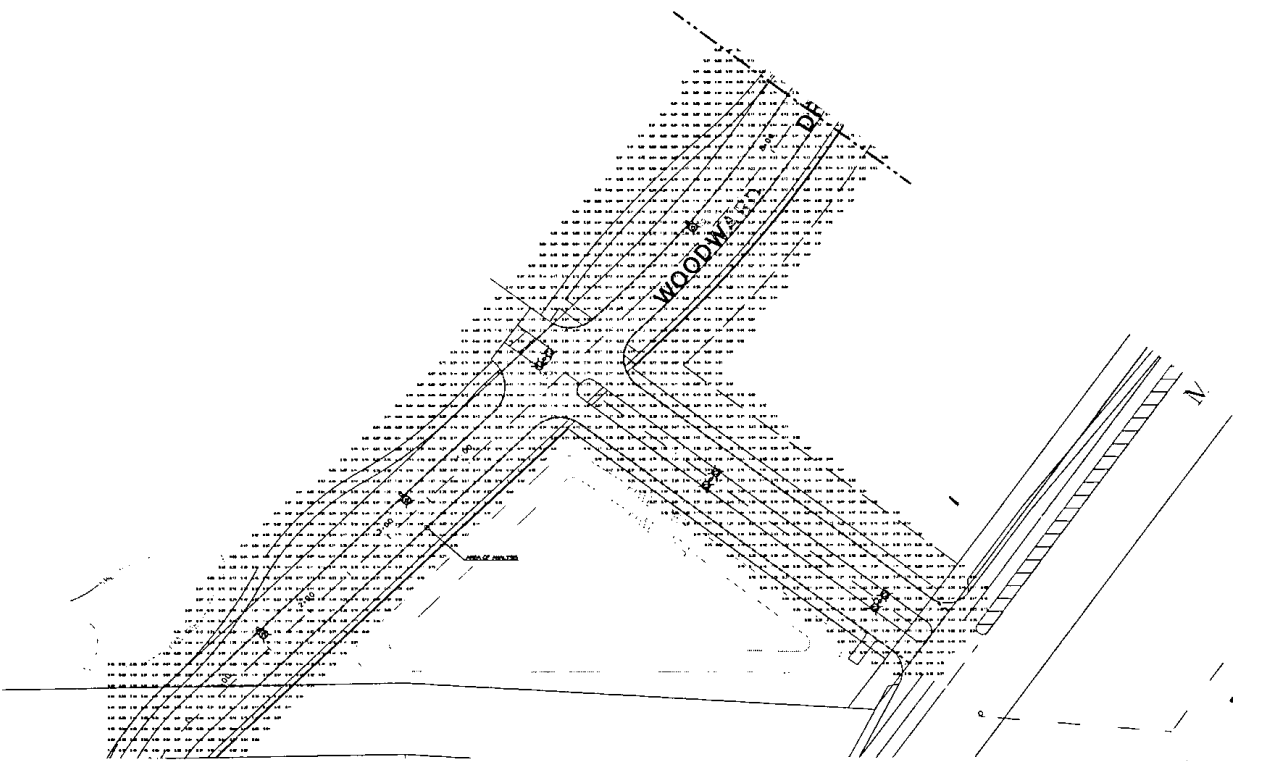
REVISIONS	
DATE	DESCRIPTION

PROJECT: **The Corporate Reserve of St. Charles**  
Main Street (U.S. Route 64)  
St. Charles, Missouri

Prepared by: **Kormacki and Associates, Inc.**  
Consulting Electrical Engineers  
233 E. Northwood Road, Suite 200, St. Charles, Missouri 63105  
TEL: 636.221.1111 FAX: 636.221.1112

DATE ISSUED: 12/05/11  
PROJECT NO: E110  
PROJECT MANAGER: D.B.K.  
DRAWN BY: S.N.B.  
CHECKED BY: D.B.K.  
APPROVED BY: D.B.K.

SHEET NO: **E1**

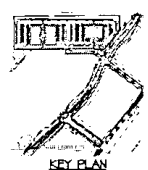


PARTIAL PHOTOMETRIC SITE PLAN  
SCALE: 1" = 40'-0"

- LUMINAIR ANALYSIS NOTES:**
- 1) AVERAGE FOOTCANDLES: 1.28
  - 2) MINIMUM FOOTCANDLES: 0.8
  - 3) MAXIMUM FOOTCANDLES: 3.14
  - 4) AVERAGE/PERMITS RATIO: 0.51
  - 5) MINIMUM/PERMITS RATIO: 0.21

**NOTES:**

- 1) SEE SHEET C3 FOR FUTURE SCHEDULE AND SHEET E4 FOR DETAILS



SCALE: 1" = 40'-0"

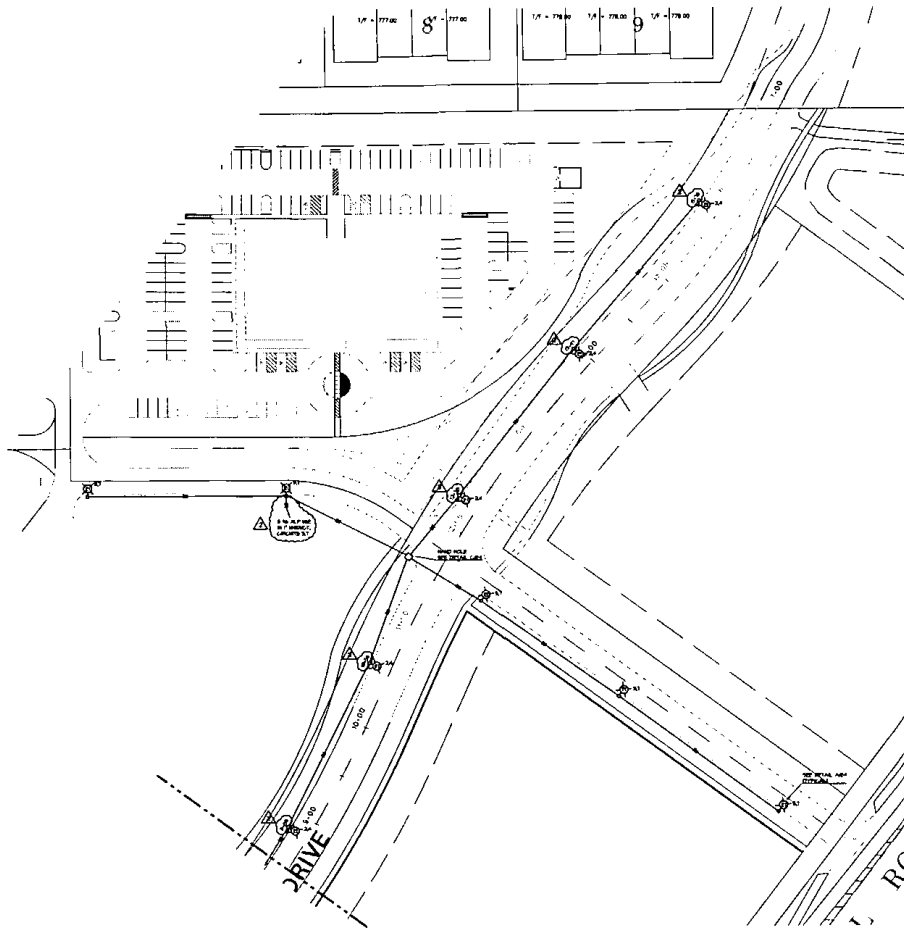
REVISIONS	
DATE	DESCRIPTION

**PROJECT:**  
The Corporate Reserve of  
St. Charles  
Main Street (I.L. Route 64)  
St. Charles, Illinois

**Prepared by:** Kormacki and Associates, Inc.  
Consulting Electrical Engineers  
211 E. Northfield Road, Ste. 100, St. Charles, Illinois 62251-1111 (618) 344-3311 Fax: 314-381-1114

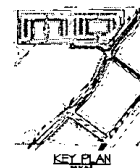
**DRAWN BY:** L.M.B.  
**CHECKED BY:** D.B.K.  
**APPROVED BY:** D.B.K.

**SHEET NO:**  
E1A



PARTIAL ELECTRICAL SITE PLAN  
SCALE: 1" = 40'-0"

NOTES:  
1) SEE SHEET E1 FOR PLUMBING SCHEDULE AND SHEET E4 FOR DETAILS.



SCALE: 1" = 40'-0"

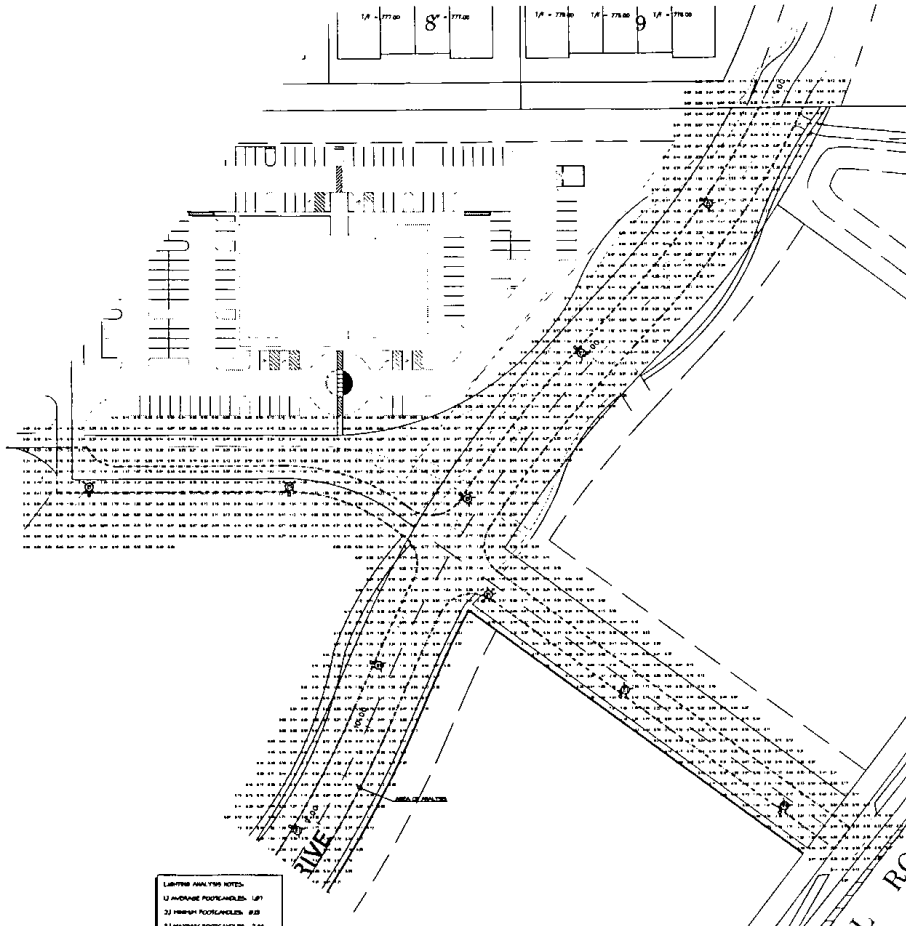
REVISIONS	
DATE	DESCRIPTION

PROJECT: The Corporate Reserve of St. Charles  
Main Street (IL Route 64)  
St. Charles, Missouri

Prepared by: L. L. ...  
Checked by: ...  
Approved by: ...

**Kormacki and Associates, Inc.**  
Consulting Electrical Engineers  
2313 S. Main Street, St. Charles, Missouri 63301  
Phone: (314) 741-3333 Fax: (314) 741-3334

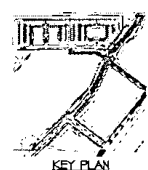
DATE ISSUED	12/23/87
PROJECT NO.	87018
PROJECT MANAGER	D.B.K.
DRAWN BY	S.M.B.
CHECKED BY	D.B.K.
APPROVED BY	D.B.K.
SHEET NO.	E2



- LIGHTING ANALYSIS NOTES:**
- 1) AVERAGE FOOTCANDLES: 1.87
  - 2) PEAK FOOTCANDLES: 8.23
  - 3) MINIMUM FOOTCANDLES: 0.88
  - 4) OVERHEAD WIRE RATIO: 0.34
  - 5) UNDERGROUND RATIO: 0.24

**PARTIAL PHOTOMETRIC SITE PLAN**  
SCALE: 1" = 40'-0"

**NOTES:**  
1) SEE SHEET E3 FOR FUTURE SCHEDULE AND SHEET E4 FOR DETAILS.



SCALE: 1" = 40'-0"

REVISIONS	
DATE	DESCRIPTION

**PROJECT:**  
The Corporate Reserve of  
St. Charles  
Main Street (E. Phase 04)  
St. Charles, MO 63076

**Prepared:** L. J. Stovall  
**Checked:** J. M. Stovall  
**Approved:** J. M. Stovall

**PROJECT MANAGER:**  
D.B.K.

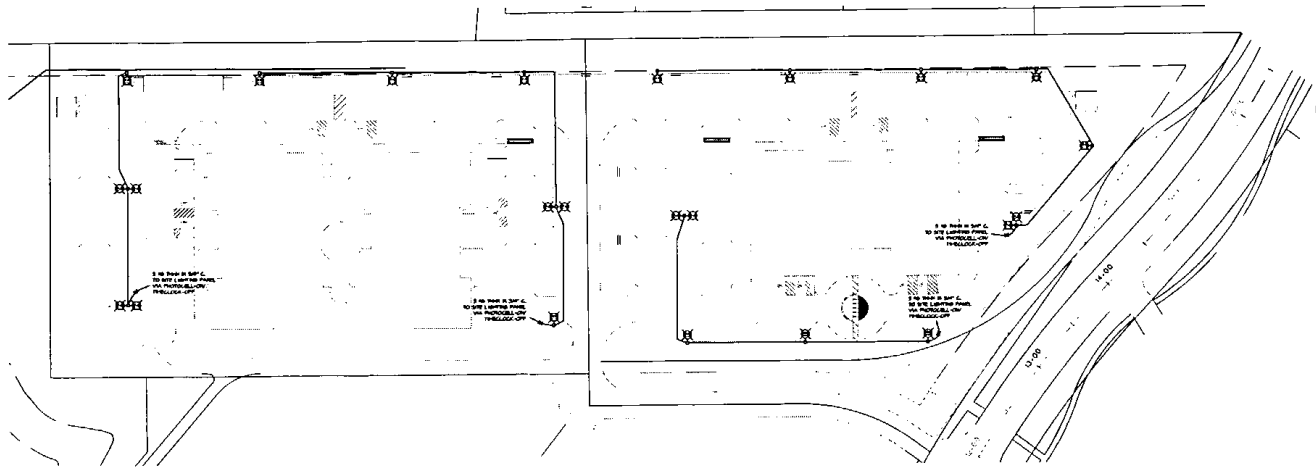
**DESIGNER:**  
S.M.B.

**CHECKED BY:**  
D.B.K.

**APPROVED BY:**  
D.B.K.

**SHEET NO:**  
E2A

**Kormacki and Associates, Inc.**  
Consulting Electrical Engineers  
233 E. Northland Road, Suite 200, St. Charles, Missouri 63076  
TEL: 636-225-1111 FAX: 636-225-1112

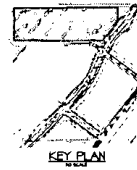


PARTIAL ELECTRICAL SITE PLAN  
SCALE: 1" = 40'-0"

NOTED:  
1) SEE SHEET E4 FOR FIXTURE SCHEDULE AND SHEET E4 FOR DETAILS

FIXTURE SCHEDULE

TYPE	NO.	DESCRIPTION	MANUFACTURER	CATALOG NUMBER	SHIELDING	FINISH	HEIGHT	REMARKS
1	1	SEE DETAIL A24		SEE DETAIL A24	REFLECTED GLASS		SEE DETAIL A24	TYPE 2 DISTRIBUTION
1	2	SEE DETAIL A24		SEE DETAIL A24	REFLECTED GLASS		SEE DETAIL A24	TYPE 2 DISTRIBUTION
1	3	SEE DETAIL A24		SEE DETAIL A24	REFLECTED GLASS	SEA	SEE DETAIL A24	TYPE 2 DISTRIBUTION
1	4	SEE DETAIL A24		SEE DETAIL A24	REFLECTED GLASS	SEA	SEE DETAIL A24	TYPE 2 DISTRIBUTION



SCALE: 1" = 40'-0"

REVISIONS	
DATE	DESCRIPTION

PROJECT: The Corporate Reserve of St. Charles  
Main Street (L. Route 64)  
St. Charles, Illinois

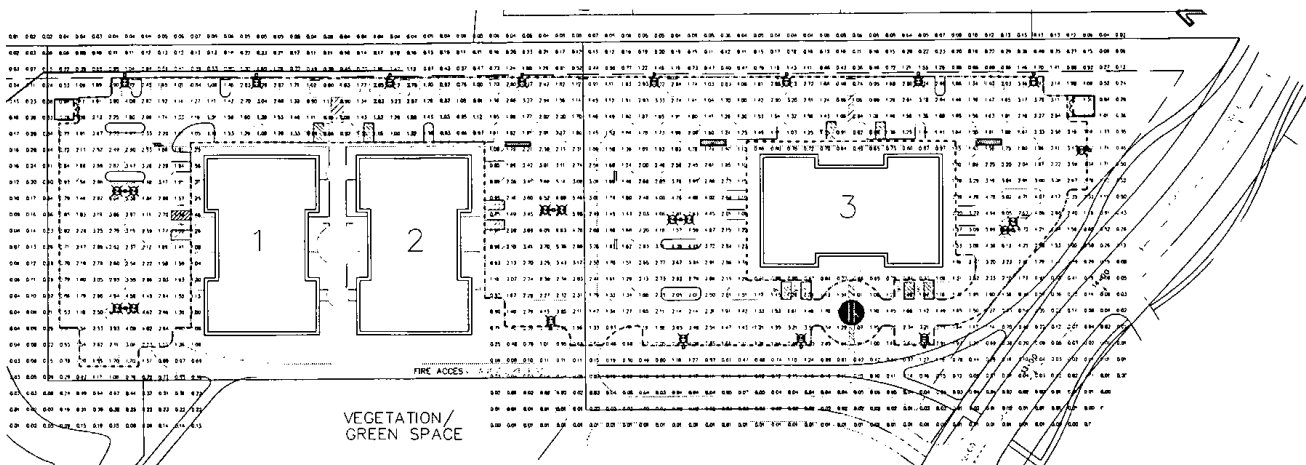
Prepared by: L. Kormanick, J. Spitzer, C. Conroy

**Kormacki and Associates, Inc.**  
Consulting Electrical Engineers  
1311 E. Northland Road, Ste. 200, St. Charles, Missouri 63303, Tel: 781-904

DATE ISSUED: 11/08/97  
PROJECT NO:  
DATE:  
PROJECT MANAGER:  
D.B.K.  
DRAWN BY:  
S.M.B.  
CHECKED BY:  
D.B.K.  
APPROVED BY:  
D.B.K.

SHEET NO:  
**E3**

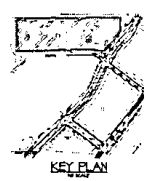




**PARTIAL PHOTOMETRIC SITE PLAN**  
SCALE: 1"=60'

**NOTES:**  
1) SEE SHEET E3 FOR FLOOR SCHEDULE AND SHEET E4 FOR DETAILS

LIGHTING ANALYSIS NOTES:		CITY CODES:	
1) AVERAGE FOOT-CANDELS: 3.88	2) HIGHEST FOOT-CANDELS: 8.62	1) AVERAGE FOOT-CANDELS: 3.0	2) HIGHEST FOOT-CANDELS: 6.0
3) HOURS/HR FOOT-CANDELS: 8.14	4) AVERAGE/HR FOOT-CANDELS: 3.21	5) HOURS/HR FOOT-CANDELS: 6.0	6) AVERAGE/HR FOOT-CANDELS: 3.0
7) HOURS/HR FOOT-CANDELS: 8.14	8) HOURS/HR FOOT-CANDELS: 3.21	9) HOURS/HR FOOT-CANDELS: 6.0	10) HOURS/HR FOOT-CANDELS: 3.0



SCALE: 1" = 60'-0"

REVISION	DATE	DESCRIPTION

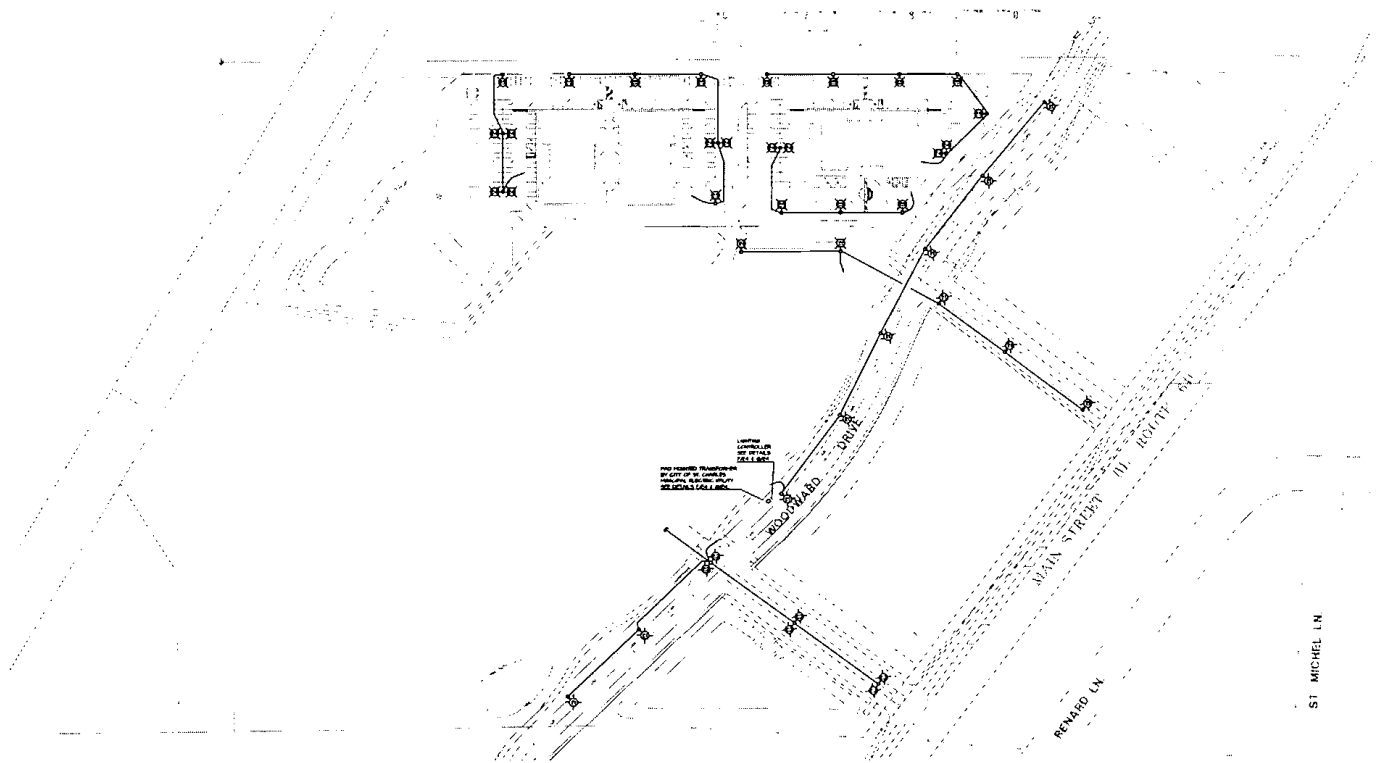
**PROJECT:**  
The Corporate Reserve of  
St. Charles  
Main Street (Rt. Route 64)  
St. Charles, Illinois

**Prepared by:** L. P. ...  
**Checked by:** D.B.K.  
**Approved by:** D.B.K.

**DATE ISSUED:** 1/20/09  
**PROJECT NO:** E316  
**PROJECT MANAGER:** D.B.K.  
**DESIGNED BY:** E.S.B.  
**CHECKED BY:** D.B.K.  
**APPROVED BY:** D.B.K.

**SHEET NO:**  
E3A





OVERALL SITE PLAN - LIGHTING  
SCALE: 1" = 40'-0"



REVISIONS	
DATE	DESCRIPTION

PROJECT: The Corporate Reserve of St. Charles  
Main Street (I. Route 64)  
St. Charles, MO 63075

Prepared by: [Name] - [Title]  
Checked by: [Name] - [Title]  
Approved by: [Name] - [Title]

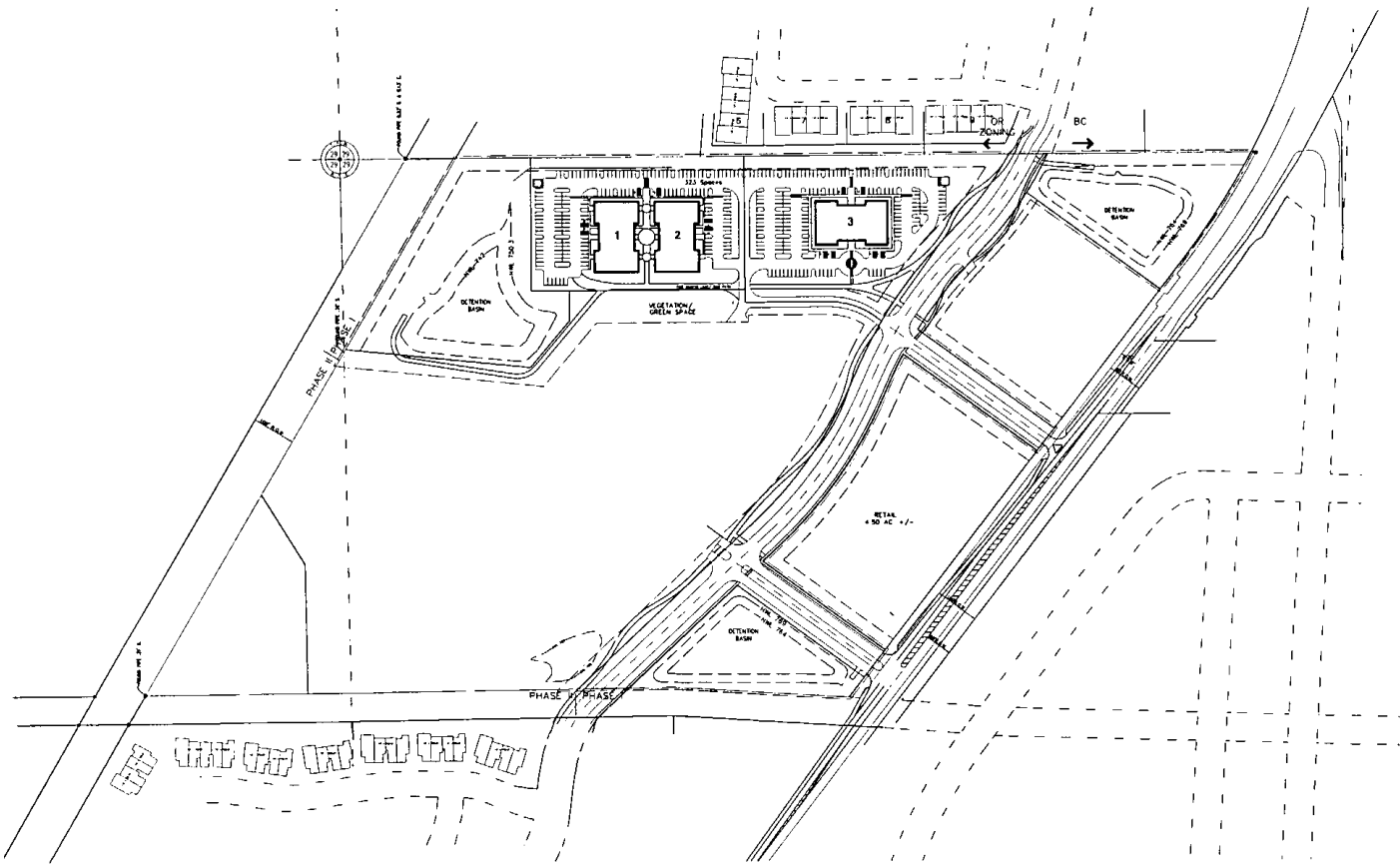
**Kormacki and Associates, Inc.**  
Consulting Electrical Engineers  
233 E. Main Street, Suite 200, St. Charles, Missouri 63075, Phone: (636) 741-3333, Fax: (636) 741-3334

DATE ISSUED	12/01/03
PROJECT NO.	12114
DESIGNER	D.B.K.
DRAWN BY	S.M.R.
CHECKED BY	D.B.K.
APPROVED BY	D.B.K.

DRAWING NO. **E5**

**EXHIBIT "VI-E"**

**ARCHITECTURAL SITE PLAN AND FREESTANDING SIGN DETAILS**



SITE PLAN - OVERALL  
 SCALE: 1" = 100'



The Corporate Reserve of St. Charles  
 ROUTE 64 (MAIN STREET)  
 ST. CHARLES, ILLINOIS

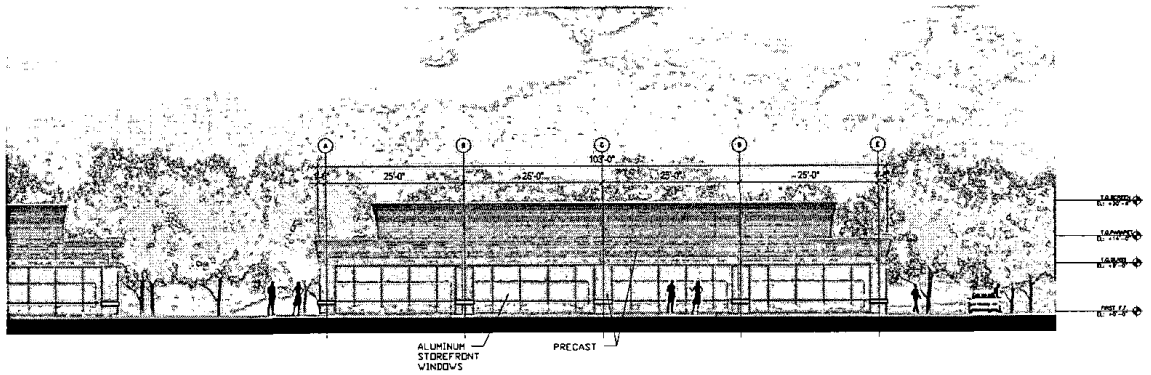
WRIGHT HEEREMA ARCHITECTS

APRIL 21, 2008  
 # 27660

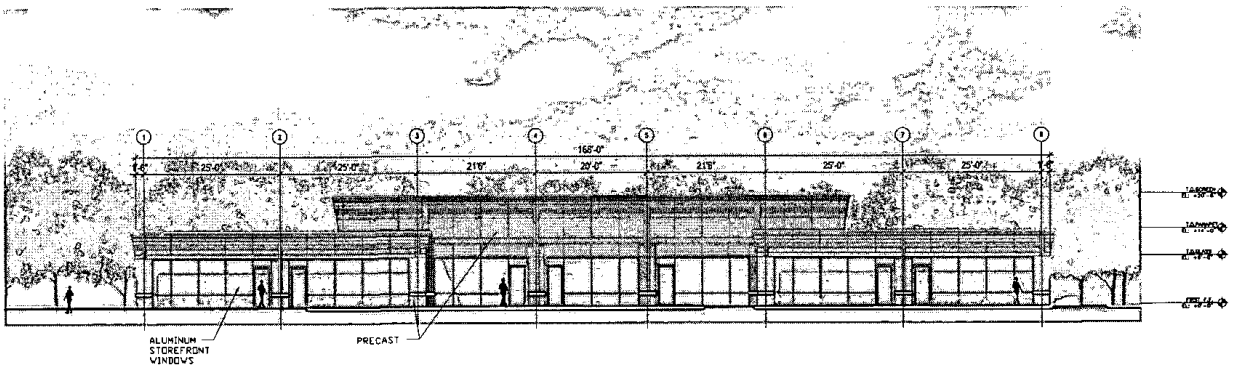


**EXHIBIT "VI-F"**

**PUD PRELIMINARY BUILDING ELEVATIONS – PHASE I**

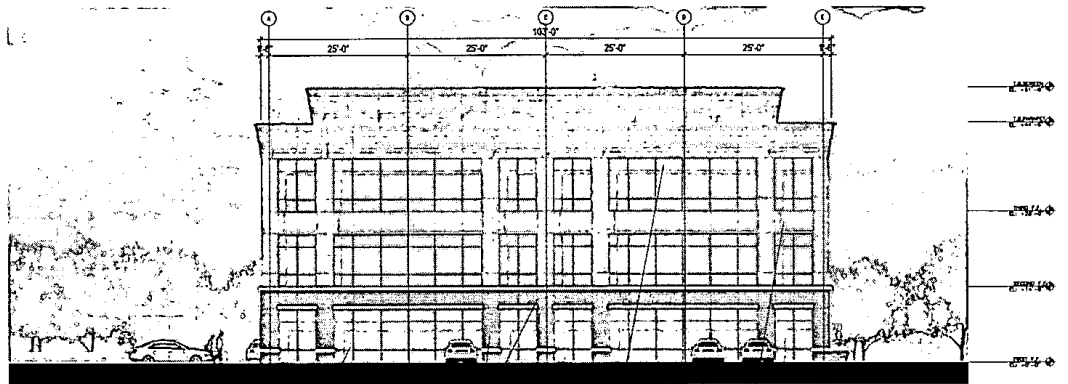


**1 ONE STORY WEST/EAST ELEVATIONS**  
Scale: 1/8"=1'-0"

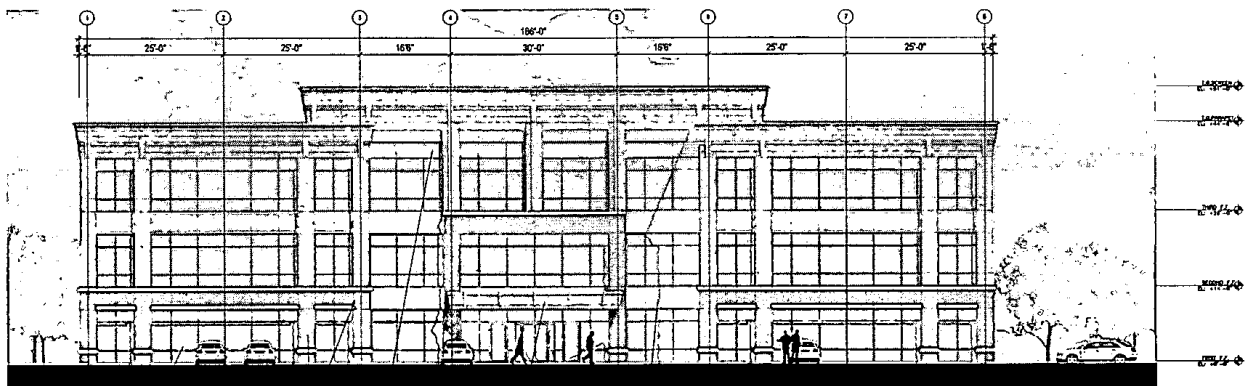


**2 ONE STORY NORTH/SOUTH ELEVATIONS**  
Scale: 1/8"=1'-0"

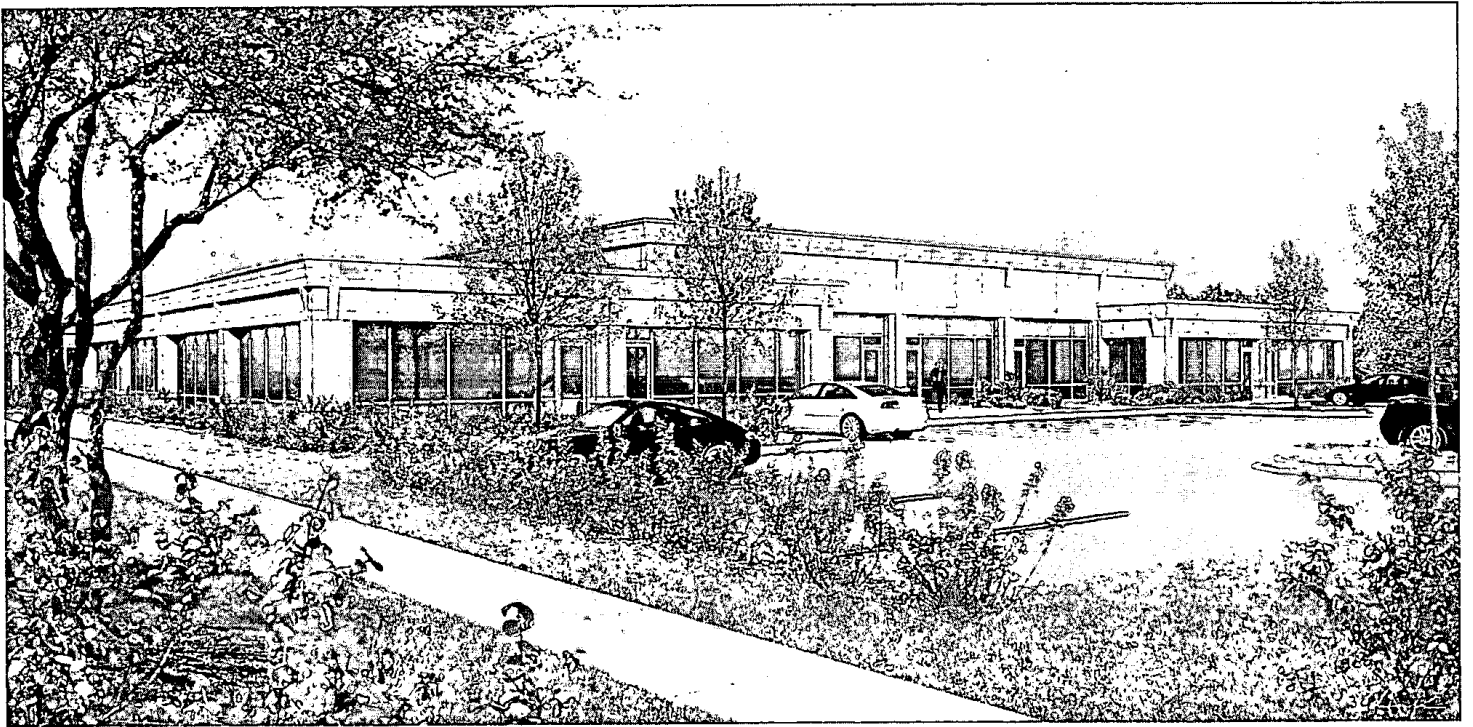




**1 THREE STORY NORTH/SOUTH ELEVATIONS**  
Scale: 1/8"=1'-0"



**2 THREE STORY EAST/WEST ELEVATIONS**  
Scale: 1/8"=1'-0"



ONE STORY PERSPECTIVE VIEW  
SCALE: N.T.S.

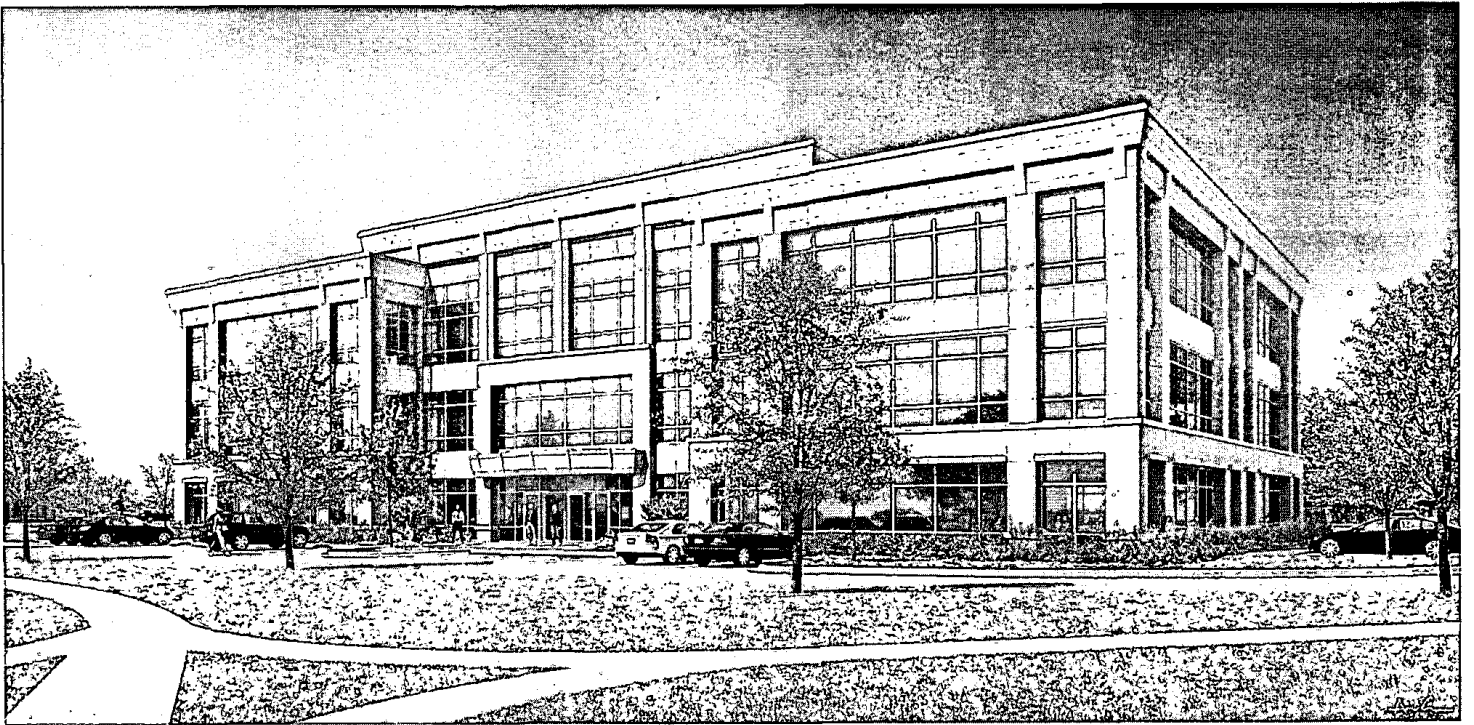
December 27, 2007



The Corporate Reserve of St. Charles  
ROUTE 64 (MAIN STREET)  
ST. CHARLES, ILLINOIS

WRIGHT HEBREMA | ARCHITECTS

A.2796c



THREE STORY PERSPECTIVE VIEW  
SCALE: N.T.S.

December 27, 2007



The Corporate Reserve of St. Charles  
ROUTE 64 (MAIN STREET)  
ST. CHARLES, ILLINOIS

WRIGHT JIBEREMA | ARCHITECTS

029800

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

## Certificate

I, NANCY GARRISON, certify that I am the duly elected and acting Municipal City Clerk of the City of St. Charles, Kane and DuPage Counties, Illinois.

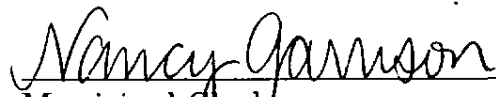
I further certify that on May 5, 2008, the Corporate Authorities of such municipality passed and approved Ordinance No. 2008-Z-18, entitled

"Ordinance Rezoning Property and Granting a Special Use as a Planned Unit Development for Corporate Reserve of St. Charles PUD (A Portion of the West Gateway PUD),"

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

The pamphlet form of Ordinance No. 2008-Z-18, including the Ordinance and a cover sheet thereof was prepared, and a copy of such Ordinance was posted in the municipal building, commencing on May 9, 2008, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

DATED at St. Charles, Illinois, this 5th day of May 2008.

  
Municipal Clerk

