	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: IIC1
ST. CHARLES	Title:	Motion to approve a Resolution Authorizing the Mayor and City Council to Enter Into a Certain Annexation Agreement (Pride of Kane County).	
SINCE 1834	Presenter:	Rita Tungare	
Meeting: City Council		Date: December 7, 2020	

 $\square$ 

Not Budgeted:

Proposed Cost: N/ABudgeted Amount: N/AExecutive Summary (if not budgeted please explain):

Previously on the agenda, a public hearing was held regarding the proposed Annexation Agreement for the Pride of Kane County project.

The attached resolution authorizes the Mayor and City Council to enter into an Annexation Agreement for the property. The Agreement is attached to the resolution.

Per State law, a Resolution authorizing the City to enter an Annexation Agreement must be passed by a two-thirds vote of the Corporate Authorities (8 votes of the City Council plus the Mayor).

Whether the motion to approve this Resolution passes or fails, the Council may still consider the Ordinance Annexing the Territory, which is listed next on the agenda.

Attachments (please list):

Resolution authorizing execution of the Annexation Agreement.

**Recommendation/Suggested Action** (*briefly explain*): Motion to approve a Resolution Authorizing the Mayor and City Council to Enter Into a Certain Annexation Agreement (Pride of Kane County).

# City of St. Charles, Illinois Resolution No. 2020-\_\_\_

## A Resolution Authorizing the Mayor and City Council to Enter Into a Certain Annexation Agreement (Pride of Kane County)

# Presented & Passed by the City Council on \_\_\_\_\_

WHEREAS, the Owner of the real estate legally described on Exhibit "A" attached hereto and made a part hereof (the "Subject Property") is CIMA Developers, LP; and,

WHEREAS, the Subject Property is located at the southeast corner of E. Main St. / Rt. 64 and Kirk Rd. within St. Charles Township, Kane County, Illinois; and,

WHEREAS, the Subject Property is contiguous to the City of St. Charles and may be annexed to the City pursuant to the Illinois Code, 65 ILCS 5/7-1-1 *et seq*; and,

WHEREAS, the Owner has filed a Petition for Annexation with the City requesting annexation of the Subject Property to the City of St. Charles; and,

WHEREAS, the Owner has submitted to the City a proposed Annexation Agreement, said Agreement being attached hereto and incorporated herein as Exhibit "B"; and,

WHEREAS, a public hearing on said Annexation Agreement was held on or about December 7, 2020, pursuant to the notice duly published in the Daily Herald, being a newspaper of general circulation, on November 21, 2020 as required by law; and,

WHEREAS, the Mayor and City Council have considered the terms and provisions of the proposed Annexation Agreement.

NOW THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, a home rule municipality, in the exercise of its home rule powers as follows:

1. That the Mayor and City Clerk are hereby authorized to execute that certain Annexation Agreement heretofore incorporated herein as Exhibit "B" by and behalf of the City of St. Charles.

2. That all resolutions, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, expressly repealed.

3. That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

Resolution No. \_\_\_\_\_ Page 2

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this 7<sup>th</sup> day of December, 2020.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this 7<sup>th</sup> day of December, 2020.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois, this 7<sup>th</sup> day of December, 2020.

Raymond P. Rogina

Attest:

City Clerk/Recording Secretary

Voice Vote: Ayes: Nays: Absent: Abstain:

#### Exhibit "A"

#### Legal Description of Subject Property

THAT PART OF THE NORTHWEST OUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN. DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTH LINE OF SAID QUARTER SECTION, 3.49 CHAINS WEST OF THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER THEREOF; THENCE NORTH 8 DEGREES EAST 20.94 CHAINS; THENCE NORTH 77 DEGREES WEST 14.23 CHAINS; THENCE SOUTH 8 DEGREES WEST 20.58 CHAINS; THENCE NORTH 89 DEGREES EAST 3.35 CHAINS; THENCE SOUTH 3.66 CHAINS TO THE SOUTH LINE OF THE NORTHWEST OUARTER OF SAID SECTION 25; THENCE EAST ON SAID SOUTH LINE 10.52 CHAINS TO THE POINT OF BEGINNING (EXCEPT THAT PART NORTH OF THE CENTER LINE OF ROUTE 64 AND EXCEPT THAT PART WEST OF THE EAST LINE OF KIRK ROAD AND ALSO EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE EASTERLY LINE OF KIRK ROAD (COUNTY HIGHWAY NO. 77) AS DESCRIBED IN DOCUMENT 1107922 WITH A LINE DRAWN PARALLEL WITH AND 50.0 FEET SOUTHERLY OF THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 64 (MEASURED AT RIGHT ANGLES THERETO); THENCE ON AN ASSUMED BEARING OF SOUTH 7 DEGREES, 44 MINUTES, 17 SECONDS WEST ALONG SAID EASTERLY LINE 60.0 FEET; THENCE NORTH 43 DEGREES, 53 MINUTES, 42 SECONDS EAST 83.76 FEET TO SAID PARALLEL LINE; THENCE NORTH 1 DEGREE, 01 MINUTES, 58 SECONDS WEST 50.0 FEET TO SAID CENTER LINE; THENCE SOUTH 88 DEGREES, 58 MINUTES, 02 SECONDS WEST ALONG SAID CENTER LINE 42.29 FEET TO SAID EASTERLY LINE EXTENDED; THENCE SOUTH 7 DEGREES, 44 MINUTES, 17 SECONDS WEST ALONG SAID EASTERLY LINE EXTENDED 50.59 FEET TO THE POINT OF BEGINNING, ALSO EXCEPT THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER IN SECTION 25 TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 5, UNIT 1, THE "ST. CHARLES" ILLINOIS INDUSTRIAL DEVELOPMENT OF THE CENTRAL MANUFACTURING DISTRICT; PROCEED NORTHERLY ON THE NORTHERLY EXTENTION OF THE WEST LINE OF SAID LOT 5, 109.41 FEET, TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF NORTH AVENUE (RT. 64); THENCE NORTHEASTERLY ON SAID RIGHT OF WAY LINE WHICH FORMS AN EXTERIOR ANGLE OF 216 DEGREES 09 MINUTES 25 SECONDS WITH THE LAST DESCRIBED LINE, 21.19 FEET TO A POINT ON A LINE 12.50 FEET EASTERLY OF AND PARALLEL WITH THE NORTHERLY EXTENTION OF THE WEST LINE OF SAID LOT 5: THENCE SOUTHERLY ON SAID PARALLEL LINE WHICH FORMS AN INTERIOR ANGLE OF 36 DEGREES 09 MINUTES 25 SECONDS WITH THE LAST DESCRIBED LINE, 124.63 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 5; THENCE WESTERLY ON SAID NORTH LINE, WHICH FORMS AN INTERIOR ANGLE OF 98 DEGREES 33 MINUTE 48 SECONDS WITH THE LAST DESCRIBED LINE, 12.64 FEET, TO THE POINT OF BEGINNING), IN THE TOWNSHIP AND CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

Resolution No.	
Page 4	

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# Exhibit "B"

Annexation Agreement – Pride of Kane County

#### **ANNEXATION AGREEMENT**

THIS ANNEXATION AGREEMENT (hereinafter referred to as the "AGREEMENT") made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2020 by and between the CITY OF ST. CHARLES, an Illinois municipal corporation located in Kane and DuPage Counties, Illinois (hereinafter referred as "CITY") and CIMA Developers, LP (hereinafter referred to as "OWNER"; the CITY and the OWNER being sometimes hereinafter referred to individually as "PARTY" and collectively as the "PARTIES").

#### WITNESSETH:

WHEREAS, the OWNER is the owner of record of a certain parcel of real estate, legally described in Exhibit "A" attached hereto and incorporated herein (hereinafter referred to as "SUBJECT REALTY"); and

WHEREAS, the OWNER has agreed to develop the SUBJECT REALTY and assume all responsibility and liability for the development of the SUBJECT REALTY in accordance with the terms and conditions of this AGREEMENT, and will carry out the duties and obligations of the OWNER as hereinafter provided; and

WHEREAS, the SUBJECT REALTY constitutes territory which is contiguous to and may be annexed to the CITY as provided in 65 ILCS 5/7-1-1, *et seq.*; and

WHEREAS, a Petition for Annexation for the SUBJECT REALTY has been filed by OWNER with the CITY in accordance with 65 ILCS 5/7-1-8; and

WHEREAS, the OWNER desires to have the SUBJECT REALTY annexed to the CITY upon the terms and conditions hereinafter set forth; and

WHEREAS, the CITY has considered the annexation of the SUBJECT REALTY and has determined that the best interest of the CITY will be met if the SUBJECT REALTY is annexed; and

WHEREAS, this Agreement is made pursuant to the provisions of 65 ILCS 5/11-15.1-1, *et seq.*; and

WHEREAS, all public hearings, as required by law, have been held by the Plan Commission and the City Council of the CITY, upon the matters covered by this AGREEMENT; and

WHEREAS, by a favorable vote of at least two-thirds (2/3) of the City Council of the CITY, a Resolution has heretofore been adopted authorizing the execution of this AGREEMENT.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, IT IS HEREBY AGREED BY AND BETWEEN THE CITY and OWNER, as follows:

Section 1. INCORPORATION OF RECITALS: The PARTIES hereby confirm and admit the truth and validity of the representations and recitations set forth in the foregoing recitals. The PARTIES further acknowledge that the same are material to this AGREEMENT and are hereby incorporated into and made a part of this AGREEMENT as though they were fully set forth in this Section 1 and the same shall continue for so long as this AGREEMENT is of force and effect.

<u>Section 2.</u> <u>MUTUAL ASSISTANCE</u>: The PARTIES shall do all things necessary or appropriate to carry out the terms and provisions of this AGREEMENT and to aid and assist each other in furthering the objectives of this AGREEMENT and the intent of the PARTIES as reflected by the terms of this AGREEMENT, including, without limitation, the giving of such notices, the holding of such public hearings, and the enactment by the CITY of such resolutions and ordinances, the execution of such permits, applications and agreements and the taking of such other actions as may be necessary to enable the PARTIES' compliance with the terms and provisions of this AGREEMENT and the intentions of the PARTIES as reflected by the terms of this AGREEMENT and the intentions of the PARTIES as reflected by the terms of this AGREEMENT.

<u>Section 3.</u> <u>ANNEXATION</u>: Subject to the provisions of 65 ILCS 5/7-1-8, as amended, the PARTIES respectively agree to do all things necessary or appropriate to cause the SUBJECT REALTY to be duly and validly annexed to the CITY as soon as practicable after the execution of this AGREEMENT. Attached hereto and incorporated herein as Exhibit "B" is the form of Ordinance providing for the annexation of the SUBJECT REALTY, entitled "An Ordinance Annexing Certain Unincorporated Territory to the City of St. Charles, Illinois (Pride of Kane County)", together with a copy of the plat of annexation attached thereto.

Should any person having proper standing to do so bring a cause of action before any court of competent jurisdiction challenging the CITY'S lawful authority to annex the SUBJECT REALTY or challenging the method or procedures by or through which the PARTIES purported to cause the SUBJECT REALTY to be annexed to the CITY, the PARTIES agree that they shall fully cooperate, as provided in Section 2 hereof, to defend such cause of action. Should a court of competent jurisdiction finally determine that annexation of the SUBJECT REALTY was defective because of the failure of the PARTIES to follow a procedural requirement constituting a valid precondition to proper annexation of the SUBJECT REALTY, the PARTIES agree to promptly cause the SUBJECT REALTY to be reannexed to the CITY in a manner which satisfies all procedural requirements.

Should a court of competent jurisdiction finally determine that annexation of the SUBJECT REALTY by the CITY was without lawful authority (i.e., lack of contiguity), the PARTIES agree that this AGREEMENT shall thereafter be deemed a Pre-Annexation Agreement authorized pursuant to 65 ILCS 5/7-1-1, as amended, and shall remain in full force and effect to the extent permitted by law. Thereafter, should the SUBJECT REALTY become

contiguous to the CITY, the PARTIES agree to promptly take all necessary steps as may then be provided by law to perfect the annexation of the SUBJECT REALTY to the CITY.

<u>Section 4.</u> <u>ZONING</u>: Immediately subsequent to the annexation of the SUBJECT REALTY to the CITY, the PARTIES respectively agree to do all things necessary or appropriate to cause the SUBJECT REALTY to be duly and validly rezoned to the BR Regional Business District, pursuant to the provisions of Title 17 of the St. Charles Municipal Code, as amended ("ZONING ORDINANCE"), and to grant a Special Use for Planned Unit Development for the SUBJECT REALTY. Attached hereto and incorporated herein as Exhibit "C" is a copy of the Ordinance rezoning the SUBJECT REALTY to the BR Regional Business District and granting a Special Use for a Planned Unit Development, entitled "An Ordinance Granting Approval of a Map Amendment, Special Use for PUD and PUD Preliminary Plan for Pride Kane County" ("PUD ORDINANCE").

Should any person having proper standing to do so bring a cause of action before any court of competent jurisdiction challenging the rezoning of the SUBJECT REALTY as provided in this AGREEMENT and in the ordinance referenced in the preceding paragraph, the PARTIES agree that they shall fully cooperate, as provided in Section 2 hereof, to defend against such cause of action. Further, the PARTIES specifically agree that to the extent such litigation proves successful, the CITY shall take such legislative action as then may be lawfully required to cause the SUBJECT REALTY to be zoned for the purposes herein contemplated.

<u>Section 5.</u> <u>PRELIMINARY PLAT OF SUBDIVISION & PRELIMINARY</u> <u>ENGINEERING PLANS</u>: Subject to the provisions of 65 ILCS 5/11-12-8, as amended, and Title 16 of the St. Charles Municipal Code, as amended ("SUBDIVISION ORDINANCE"), the CITY will grant preliminary plat of subdivision approval for the subdivision of the SUBJECT REALTY and preliminary engineering plan approval for the SUBJECT REALTY pursuant to the plans attached as exhibits to the PUD ORDINANCE, heretofore attached and incorporated herein as Exhibit "C".

The OWNER shall not be required to submit for review or obtain approval of any additional preliminary plan or plat in order to obtain approval by the CITY of a final plat of subdivision of the SUBJECT REALTY which is in substantial conformity with the preliminary plat of subdivision. Upon the submission of a final plat of subdivision ("FINAL PLAT") accompanied by final engineering plans ("FINAL ENGINEERING PLANS"), for the SUBJECT REALTY, and provided such FINAL PLAT and FINAL ENGINEERING PLANS comply with applicable ordinances of the CITY and this AGREEMENT, the CITY shall approve such FINAL PLAT and FINAL ENGINEERING PLANS within the time period provided in 65 ILCS 5/11-12-8, as amended.

Section 6. <u>APPLICABLE MUNICIPAL STANDARDS</u>: Upon annexation of the SUBJECT REALTY, all zoning, subdivision, building and development of the SUBJECT REALTY (including any area adjacent thereto, the improvement of which is necessary or proposed to facilitate the development of the SUBJECT REALTY) shall be undertaken in conformity with the requirements of all applicable CITY codes, ordinances, rules, regulations and standards generally in force, from time to time, within the CITY, except to the extent that the same are

superseded by more restrictive standards imposed by other regulatory authorities having jurisdiction and, further, as the same may be specifically modified by the terms of this AGREEMENT. Said applicable municipal standards shall otherwise be referred to herein as the "CITY CODE".

<u>Section 7.</u> <u>RESPONSIBILITY FOR CITY REVIEW EXPENSES</u>: OWNER agrees to pay all CITY expenses for the review, preparation of documents and plans, hearings and approvals through the adoption of this AGREEMENT incurred by the CITY, including, but not limited to, legal fees, engineering fees, and any other fees incurred with respect to this AGREEMENT. Said expenses shall be paid out of the account established with the CITY by the OWNER; provided, however, that should such account have insufficient funds, any remaining amounts due hereunder shall be billed to the OWNER and the OWNER shall pay, within thirty (30) days of the date of invoicing, same in full as a condition to the CITY'S execution of this AGREEMENT.

<u>Section 8.</u> <u>UTILITY EASEMENTS</u>: To the extent that any required public improvements are to be dedicated to the CITY, the OWNER shall grant, or cause to be granted, to the CITY, adequate easements and public rights-of-way in form and substance reasonably acceptable to the CITY.

#### Section 9. <u>REQUIRED IMPROVEMENTS</u>:

(a) <u>Engineering Conformance</u>. All public improvements to be constructed shall be constructed in conformance with the approved engineering plans, Section 5 hereof and the Land Improvement Agreement referred to herein (the "IMPROVEMENT AGREEMENT"). In the event that any provision of the CITY CODE, the IMPROVEMENT AGREEMENT or any engineering plans shall conflict with any other provision of the CITY CODE, the IMPROVEMENT AGREEMENT or any engineering plans, that provision determined by the CITY'S Community & Economic Development Director to be the most restrictive shall apply.

(b) <u>Sanitary Sewer, Water and Electric Facilities</u>. OWNER shall connect to the CITY owned wastewater, water and electric utilities to serve the SUBJECT REALTY. At such time as OWNER connects to CITY utilities, OWNER shall apply for any connection permits required by the CITY and shall pay the CITY'S required tap-on or connection fees as, from time to time, may be provided by ordinance. Except as otherwise set forth herein, the OWNER shall be responsible for the costs associated with bringing the aforesaid utilities from the connection point to the locations on the SUBJECT REALTY where the utilities will be utilized, and completing any related system improvements deemed necessary by the CITY to serve the SUBJECT REALTY.

The CITY shall not be responsible 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 the CITY'S reasonable control, including but not limited to inability to acquire necessary easements or permits subject to review and issuance by other agencies. The CITY shall cooperate with the OWNER in obtaining any necessary easements.

OWNER shall disconnect the Commonwealth Edison electric service and remove any unused overhead service lines and poles from the Subject Realty. Any private water wells or sanitary sewer septic systems shall be properly abandoned in accordance with applicable codes.

#### (c) Storm Water Facilities.

(i) OWNER shall provide for storm water drainage and the retention/detention thereof upon and from the SUBJECT REALTY, in substantial conformity with the PRELIMINARY ENGINEERING PLANS and the CITY'S applicable storm water management ordinance, subject to review and approval of FINAL ENGINEERING PLANS.

(ii) The storm water retention/detention area ("DETENTION AREA") as identified on the PRELIMINARY PLAN, as adjusted pursuant to the review and approval of the FINAL ENGINEERING PLANS, shall be impressed with a stormwater detention easement in form and content approved by the CITY. The DETENTION AREA shall be maintained by the OWNER.

(iii) In accordance with Title 18 of the St. Charles Municipal Code ("STORMWATER ORDINANCE"), Section 18.04.010 – Stormwater Management Ordinance - Adopted – Modifications, Subsection P', the SUBJECT REALTY, identified as item No. 8, "Pride Gas Station," was exempted from the 2019 revisions to the Kane County Stormwater Ordinance. The PRELIMINARY ENGINEERING PLANS and associated DETENTION AREA have been designed in accordance with this exemption. The SUBJECT REALTY may be developed in conformance with the PRELIMINARY ENGINEERING PLANS irrespective of the expiration of said exemption.

(d) <u>Public Sidewalks</u>. OWNER shall cause public sidewalks to be installed along the public street frontages adjacent to the SUBJECT REALTY in substantial conformity with the PRELIMINARY ENGINEERING PLANS, as approved, and the applicable provisions of the Subdivisions Regulations of the CITY.

(e) <u>Kirk Road Crosswalk.</u> The CITY acknowledges that future installation of a pedestrian crosswalk across the south leg of the intersection of Kirk Road and E. Main St./IL Route 64, as shown on the PRELIMINARY ENGINEERING PLANS, would improve pedestrian connectivity. The OWNER shall not be required to install or otherwise contribute to the cost of the crosswalk in connection with the development of SUBJECT REALTY.

(f) <u>Cross Access.</u> As shown on the PRELIMINARY ENGINEERING PLANS, OWNER shall provide for cross access vehicular connections to the south and east to the Main Street Commons shopping center. Said cross access shall be available for use by the SUBJECT REALTY, subject to the terns and conditions of any easement agreement between the OWNER and shopping center.

(g) <u>Building Permit Timing and Completion of Improvements Prior to Occupancy.</u> OWNER agrees to comply with Section 16.04.140.B with regards to the timing and issuance of Building Permits and to complete the required improvements before a Certificate of Occupancy issued as stipulated in Section 16.04.140.C.

(h) <u>Guarantee for Land Improvements</u>. As a condition of approval of a FINAL PLAT, the OWNER shall execute a LAND IMPROVEMENT AGREEMENT, in substantially the form provided in Appendix D of the SUBDIVISION ORDINANCE and tender the security provided for therein.

<u>Section 10.</u> <u>FEES AND CONTRIBUTIONS</u>: The OWNER pay all the necessary fees and connection charges that may be applicable with respect to the SUBJECT REALTY.

<u>Section 11.</u> <u>REQUIREMENTS OF OTHER JURIDICTIONS</u>: It is agreed that the CITY is not liable or responsible for any restrictions on CITY'S obligations under this AGREEMENT that may be required or imposed by any other governmental bodies or agencies having jurisdiction over the SUBJECT REALTY, CITY and/or OWNER, including but not limited to county, state and federal regulatory bodies.

<u>Section 12.</u> <u>BINDING EFFECT, SUCCESSION IN INTEREST AND TERM</u>: This AGREEMENT shall constitute a covenant running with the land and shall be binding upon and inure to the benefit of the PARTIES hereto, successors in interest, assignees, lessees, and upon any successor municipal authorities of the CITY and successor municipalities for a period of twenty (20) years from the date hereof.

<u>Section 13.</u> <u>DISCONNECTION:</u> Once the SUBJECT REALTY has been annexed to CITY and a final plat and collateral approval granted for any part of the SUBJECT REALTY, OWNER agrees not to petition for disconnection of any part of the SUBJECT REALTY from CITY without CITY approval under any statutory provision and agrees that if the SUBJECT REALTY is disconnected from the CITY (a) the growth prospects and plan and zoning ordinances of the CITY would be unreasonably disrupted; (b) substantial disruption will result to existing municipal service facilities, such as, but not limited to, sewer systems, street lighting, water mains, garbage collection and fire protection; and (c) the CITY would be unduly harmed through loss of tax revenue in the future. However, the CITY may disconnect the SUBJECT REALTY with the written consent of OWNER.

<u>Section 14.</u> <u>HOLD HARMLESS AND INDEMNIFICATION</u>: 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, or alleged to arise out of, or in any other way be connected with this AGREEMENT or the annexation of the SUBJECT REALTY, or the development of the SUBJECT REALTY arising out of the intentional or negligent acts of owner, or owner's agents, the OWNER, to the extent permitted by law, shall defend and hold the CITY and such officers, other officials, agents and employees, past present and future, harmless from all claims, liabilities, losses, taxes, judgments, costs, and fees, including expenses and reasonable attorney's fees, in connection therewith. Any such indemnified person may obtain separate counsel to participate in the defense thereof at his own expense; however, if the Illinois Rules of Professional Conduct, or such applicable rules, require such indemnified person to be separately defended where there is no consent to a conflict of interest, then OWNER shall bear such expense. The CITY and such officers, other officials, agents and employees shall reasonably cooperate in the defense of such proceedings. Said indemnification shall not include claims, liabilities, losses, judgments, costs and fees arising from the negligent or willfully wrongful acts or omissions of the CITY, its officers, other officials, agents and employees.

<u>Section 15.</u> <u>REMEDIES</u>: Upon a breach of this AGREEMENT, either of the PARTIES may, in law or equity, by suit, action, mandamus or any other proceeding, including specific performance, enforce or compel the performance of this AGREEMENT. Pursuit of any remedy to enforce or compel performance of this AGREEMENT shall not preclude a PARTY from pursuing any other remedy available to it to enforce or compel performance of this AGREEMENT.

Before any failure of any PARTY to this AGREEMENT to perform its obligations under this AGREEMENT shall be deemed to be a breach of this AGREEMENT, the PARTY claiming such failure shall notify, in writing by certified mail, return receipt requested, the PARTY alleged to have to perform and performance shall be demanded.

In the event that either the CITY or the OWNER sue in order to enforce the terms of this AGREEMENT, the prevailing PARTY in any such litigation shall pay all costs and expenses incurred in prosecuting or defending such litigation (including, but not limited to, reasonable attorneys fees and court costs).

<u>Section 16.</u> <u>WAIVER AND SEVERABILITY</u>: No provisions of this AGREEMENT may be waived by any PARTY except by writing signed by that PARTY. If any provision of this AGREEMENT is held invalid, such provision shall be deemed to be excised from this AGREEMENT and the remainder of this AGREEMENT shall continue in full force and effect to the extent possible; provided, however, CITY shall under no circumstances be required to incur any liability, loss or incur any expenses for any reason in the event that such section, paragraph, clause, provision or item is held invalid.

<u>Section 17.</u> <u>NOTICE</u>: Unless otherwise notified in writing, all notices, requests and demands shall be in writing and shall be delivered to or be mailed by certified mail, return receipt requested, as follows:

If to the CITY:	City of St. Charles 2 East Main Street St. Charles, IL 60174 Attention: City Administrator
With copy to:	Storino, Ramello & Durkin 9501 W. Devon Avenue Suite 800 Rosemont, IL 60018

Attention: Nicholas S. Peppers, City Attorney

If to the OWNER: CIMA Developers, LP 30W180 Butterfield Rd. Warrenville, IL 60555 Attention: Peter M. Spina

The names and addresses provided in this Section may be changed from time to time by notice duly given in compliance with the provisions of this Section.

<u>Section 18.</u> <u>AMENDMENT</u>: This AGREEMENT, and any exhibits or attachments hereto, may be amended from time to time in writing with the consent of the PARTIES hereto.

<u>Section 19.</u> <u>CONVEYANCES</u>: Nothing contained in this AGREEMENT shall be constructed to restrict or limit the right of the OWNER to sell or convey all or any portion of the SUBJECT REALTY, whether improved or unimproved.

<u>Section 20.</u> <u>CAPTIONS AND PARAGRAPH HEADINGS</u>: The captions and paragraph headings used herein are for convenience only and shall not be used in construing any term or provision of this AGREEMENT.

Section 21. <u>RECORDING</u>: This AGREEMENT shall be recorded in the Office of the Recorder of Deeds, Kane County, Illinois, at OWNER'S expense.

<u>Section 22.</u> <u>CHANGES IN REGULATIONS</u>: It is understood and agreed, except as otherwise provided for herein, that the various requirements of the CITY CODE, including all fees and charges provided for therein, shall not be frozen during the term of this AGREEMENT and may, from time to time, be amended, and as amended, shall apply to the SUBJECT REALTY. Notwithstanding the foregoing, it is expressly understood and agreed by the PARTIES that during the term of this AGREEMENT, pursuant to the zoning to be granted hereunder, the OWNER, his successors and assigns shall be permitted to use the SUBJECT REALTY pursuant to the zoning to be granted hereunder.

<u>Section 23.</u> <u>GOVERNING LAW</u>: This AGREEMENT, and the terms and provisions contained herein, shall be construed and governed under the laws of the State Illinois.

#### [SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEROF, the PARTIES have hereunto placed their hands and the CITY its seal on the date first above written.

CITY OF ST. CHARLES, an Illinois municipal corporation

By:

Mayor Raymond P. Rogina

ATTEST

By:\_\_

City Clerk Charles Amenta

STATE OF ILLINOIS ) ) SS COUNTY OF KANE )

I, \_\_\_\_\_\_, a Notary Public, in and for the County and State aforesaid, do hereby certify, that Raymond P. Rogina, personally known to me to be the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois, a municipal corporation, and Charles Amenta, personally known to me to be the City Clerk of said corporation, and personally known to me to be the same persons whose names are subscribed to the forgoing instrument appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the City Council of said corporation, as the free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Notary Public

OWNER:

CIMA DEVELOPERS, LP An Illinois Limited Partnership

By

PETER M. SPINA

STATE OF ILLINOIS ) ) SS COUNTY OF KANE )

I, \_\_\_\_\_\_, a Notary Public, in and for the County and State aforesaid, do hereby certify, that Peter M. Spina, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

GIVEN under by hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Notary Public

#### **EXHIBIT "A"**

#### LEGAL DESCRIPTION OF SUBJECT REALTY

THAT PART OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTH LINE OF SAID QUARTER SECTION, 3.49 CHAINS WEST OF THE SOUTHEAST CORNER OF THE NORTHWEST OUARTER THEREOF: THENCE NORTH 8 DEGREES EAST 20.94 CHAINS; THENCE NORTH 77 DEGREES WEST 14.23 CHAINS; THENCE SOUTH 8 DEGREES WEST 20.58 CHAINS; THENCE NORTH 89 DEGREES EAST 3.35 CHAINS; THENCE SOUTH 3.66 CHAINS TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 25; THENCE EAST ON SAID SOUTH LINE 10.52 CHAINS TO THE POINT OF BEGINNING (EXCEPT THAT PART NORTH OF THE CENTER LINE OF ROUTE 64 AND EXCEPT THAT PART WEST OF THE EAST LINE OF KIRK ROAD AND ALSO EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE EASTERLY LINE OF KIRK ROAD (COUNTY HIGHWAY NO. 77) AS DESCRIBED IN DOCUMENT 1107922 WITH A LINE DRAWN PARALLEL WITH AND 50.0 FEET SOUTHERLY OF THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 64 (MEASURED AT RIGHT ANGLES THERETO); THENCE ON AN ASSUMED BEARING OF SOUTH 7 DEGREES, 44 MINUTES, 17 SECONDS WEST ALONG SAID EASTERLY LINE 60.0 FEET; THENCE NORTH 43 DEGREES, 53 MINUTES, 42 SECONDS EAST 83.76 FEET TO SAID PARALLEL LINE; THENCE NORTH 1 DEGREE, 01 MINUTES, 58 SECONDS WEST 50.0 FEET TO SAID CENTER LINE; THENCE SOUTH 88 DEGREES, 58 MINUTES, 02 SECONDS WEST ALONG SAID CENTER LINE 42.29 FEET TO SAID EASTERLY LINE EXTENDED; THENCE SOUTH 7 DEGREES, 44 MINUTES, 17 SECONDS WEST ALONG SAID EASTERLY LINE EXTENDED 50.59 FEET TO THE POINT OF BEGINNING, ALSO EXCEPT THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER IN SECTION 25 TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 5, UNIT 1, THE "ST. CHARLES" ILLINOIS INDUSTRIAL DEVELOPMENT OF THE CENTRAL MANUFACTURING DISTRICT; PROCEED NORTHERLY ON THE NORTHERLY EXTENTION OF THE WEST LINE OF SAID LOT 5, 109.41 FEET, TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF NORTH AVENUE (RT. 64); THENCE NORTHEASTERLY ON SAID RIGHT OF WAY LINE WHICH FORMS AN EXTERIOR ANGLE OF 216 DEGREES 09 MINUTES 25 SECONDS WITH THE LAST DESCRIBED LINE, 21.19 FEET TO A POINT ON A LINE 12.50 FEET EASTERLY OF AND PARALLEL WITH THE NORTHERLY EXTENTION OF THE WEST LINE OF SAID LOT 5; THENCE SOUTHERLY ON SAID PARALLEL LINE WHICH FORMS AN INTERIOR ANGLE OF 36 DEGREES 09 MINUTES 25 SECONDS WITH THE LAST DESCRIBED LINE, 124.63 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 5; THENCE WESTERLY ON SAID NORTH LINE, WHICH FORMS AN INTERIOR ANGLE OF 98 DEGREES 33 MINUTE 48 SECONDS WITH THE LAST DESCRIBED LINE, 12.64 FEET, TO THE POINT OF BEGINNING), IN THE TOWNSHIP AND CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

# EXHIBIT "B"

# ORDINANCE ANNEXING SUBJECT REALTY

# City of St. Charles, Illinois Ordinance No. 2020-M-

## An Ordinance Annexing Certain Unincorporated Territory to the City of St. Charles, Illinois (Pride of Kane County)

WHEREAS, CIMA Developers, LP (the "Owner") is the Owner of record of the territory legally described in Exhibit "A" (the "Territory") and has filed with the City Clerk a written petition, under oath, attached hereto as Exhibit "B" (the "Annexation Petition") requesting that the Territory therein legally described be annexed into the City of St. Charles, Kane and DuPage Counties, Illinois; said Exhibits "A" and "B" are attached hereto and incorporated herein; and

WHEREAS, said Annexation Petition has been signed by all of the owners of record of the Territory and was signed by at least fifty-one percent (51%) of the electors residing on such Territory; and

WHEREAS, the statutes of the State of Illinois provide that upon the filing of such an Annexation Petition, the corporate authorities of the City may pass an ordinance annexing said Territory to the City, if said ordinance is passed by a majority vote of the corporate authorities; and,

WHEREAS, the Territory is not within the corporate limits of any municipality, but is contiguous to the corporate limits of the City of St. Charles and eligible for annexation thereto; and

WHEREAS, the requirements of the laws of the State of Illinois, specifically 65 ILCS 5/7-1-1 and 5/7-1-8 of the Illinois Municipal Code, as amended, have been satisfied.

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

1. The preambles set forth hereinabove are incorporated herein as substantive provisions of this Ordinance as though fully set out in this Section 1.

2. That the Territory be and the same is hereby annexed to the City of St. Charles, Kane and DuPage Counties, Illinois, together with all adjacent streets and highways contiguous to said Territory, so that the new boundaries of the Territory annexed shall extend to the far side of said adjacent streets and highways not within the corporate limits of any other municipality.

3. That the Mayor, City Clerk and any other necessary officers of the City are hereby authorized to execute the Plat of Annexation.

4. That the City Clerk is hereby authorized and directed to cause a certified copy of this Ordinance, together with an accurate map of the Territory annexed appended thereto, to be recorded with the Office of the Recorder Deeds, Kane County, Illinois, and filed with the County Clerk of Kane County.

5. That the City Clerk is hereby authorized and directed to cause a certified copy of this Ordinance, together with an accurate map of the Territory annexed appended thereto, to be filed with the postal service branch serving the Territory.

6. That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

7. This Ordinance shall be in full force and effect upon its passage and approval according to law.

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 7<sup>th</sup> day of December 2020.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 7<sup>th</sup> day of December 2020.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois this 7<sup>th</sup> day of December 2020.

Raymond P. Rogina, Mayor

ATTEST:

City Clerk

COUNCIL VOTE: Ayes: Nays: Absent: Abstain:

#### EXHIBIT A

#### **LEGAL DESCRIPTION**

THAT PART OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTH LINE OF SAID OUARTER SECTION, 3.49 CHAINS WEST OF THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER THEREOF; THENCE NORTH 8 DEGREES EAST 20.94 CHAINS; THENCE NORTH 77 DEGREES WEST 14.23 CHAINS; THENCE SOUTH 8 DEGREES WEST 20.58 CHAINS; THENCE NORTH 89 DEGREES EAST 3.35 CHAINS: THENCE SOUTH 3.66 CHAINS TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 25; THENCE EAST ON SAID SOUTH LINE 10.52 CHAINS TO THE POINT OF BEGINNING (EXCEPT THAT PART NORTH OF THE CENTER LINE OF ROUTE 64 AND EXCEPT THAT PART WEST OF THE EAST LINE OF KIRK ROAD AND ALSO EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE EASTERLY LINE OF KIRK ROAD (COUNTY HIGHWAY NO. 77) AS DESCRIBED IN DOCUMENT 1107922 WITH A LINE DRAWN PARALLEL WITH AND 50.0 FEET SOUTHERLY OF THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 64 (MEASURED AT RIGHT ANGLES THERETO); THENCE ON AN ASSUMED BEARING OF SOUTH 7 DEGREES, 44 MINUTES, 17 SECONDS WEST ALONG SAID EASTERLY LINE 60.0 FEET: THENCE NORTH 43 DEGREES, 53 MINUTES, 42 SECONDS EAST 83.76 FEET TO SAID PARALLEL LINE; THENCE NORTH 1 DEGREE, 01 MINUTES, 58 SECONDS WEST 50.0 FEET TO SAID CENTER LINE; THENCE SOUTH 88 DEGREES, 58 MINUTES, 02 SECONDS WEST ALONG SAID CENTER LINE 42.29 FEET TO SAID EASTERLY LINE EXTENDED; THENCE SOUTH 7 DEGREES, 44 MINUTES, 17 SECONDS WEST ALONG SAID EASTERLY LINE EXTENDED 50.59 FEET TO THE POINT OF BEGINNING, ALSO EXCEPT THAT PART OF THE SOUTHEAST OUARTER OF THE NORTHWEST QUARTER IN SECTION 25 TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 5. UNIT 1. THE "ST. CHARLES" ILLINOIS INDUSTRIAL DEVELOPMENT OF THE CENTRAL MANUFACTURING DISTRICT; PROCEED NORTHERLY ON THE NORTHERLY EXTENTION OF THE WEST LINE OF SAID LOT 5, 109.41 FEET, TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF NORTH AVENUE (RT. 64); THENCE NORTHEASTERLY ON SAID RIGHT OF WAY LINE WHICH FORMS AN EXTERIOR ANGLE OF 216 DEGREES 09 MINUTES 25 SECONDS WITH THE LAST DESCRIBED LINE, 21.19 FEET TO A POINT ON A LINE 12.50 FEET EASTERLY OF AND PARALLEL WITH THE NORTHERLY EXTENTION OF THE WEST LINE OF SAID LOT 5; THENCE SOUTHERLY ON SAID PARALLEL LINE WHICH FORMS AN INTERIOR ANGLE OF 36 DEGREES 09 MINUTES 25 SECONDS WITH THE LAST DESCRIBED LINE, 124.63 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 5; THENCE WESTERLY ON SAID NORTH LINE, WHICH FORMS AN INTERIOR ANGLE OF 98 DEGREES 33 MINUTE 48 SECONDS WITH THE LAST

DESCRIBED LINE, 12.64 FEET, TO THE POINT OF BEGINNING), IN THE TOWNSHIP AND CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

# EXHIBIT B

# **PETITION FOR ANNEXATION**

# **CITY OF ST. CHARLES**

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



COMMUNITY DEVELOPMENT DIVISION

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

	PETITION FOR ANNEXATION .		Received Date RECEIVED St. Charles, IL
For City Use Project Name:	Pride of kane county		APR 0 7 2020
Project Number:	<u>0019</u> -PR-007		CDD
Cityview Project Number:	PLA 202000018	<b>P</b> ]	anning Division

#### Instructions:

To request annexation of property, complete this application and submit it with all required attachments to the Planning Division.

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

1.	Property Information:	Location: <u>SEC KIRK RD</u> AND MAIN ST. (IL Parcel Number (s): <u>09-25-100-036</u> Proposed Subdivision Name: <u>THE PRIDE OF KAME COUNTY</u>	STATE ROUTE 64)
2.	Applicant	Name	Phone 630,653,1700
	Information:	CIMA DEVELOPERS, LP Address 30W180 BUTTERFIELD RD WARRENVILLE, IL 60555	Fax 630.791.8283 Email
3.	Record	Name	dsoltise cimadevelopers.on Phone
	Owner Information:	Address 30W180 BUTTERFIELD RD WARRENVILLE, IL 60555	- SAME - Fax
			Email

#### **Application Checklist**

If multiple zoning or subdivision applications are being submitted concurrently, do not submit duplicate checklist items or plans. Fee must be paid for each application.

- APPLICATION: Completed application form signed by the applicant
- APPLICATION FEE: Refer to attached Schedule of Application Fees (\$500, plus an additional \$500 when an annexation agreement is proposed).
- **REIMBURSEMENT OF FEES AGREEMENT:** An original, executed Reimbursement of Fees Agreement and deposit of funds in escrow with the City.

## **REIMBURSEMENT OF FEES INITIAL DEPOSIT:**

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

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

#### PROOF OF OWNERSHIP and DISCLOSURE:

a) A current title policy report; or

b) A deed and a current title search.

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

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

**LEGAL DESCRIPTION:** For entire subject property, on 8 ½ x 11 inch paper

#### **✓** PLAT OF SURVEY:

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

# □ ANNEXATION PETITION (Complete either Form #1 for Electors, or Form #2 for No Electors). Petition to include the following information:

- Addressed to: Mayor and Members of the City Council, City of St. Charles, 2 E. Main Street, St. Charles, Illinois 60174
- A common address of the property and tax parcel number are included in the petition
- Signatures of all of the owners of record of the territory to be annexed and also by the majority of electors, if any, residing in the territory. Petition shall be signed under oath.

#### **D** ONE MYLAR PRINT OF THE PLAT OF ANNEXATION.

The Plat shall contain the following information:

- Survey of property to be annexed
- Legal description of property to be annexed
- Present corporate limits
- Number of acres to be annexed
- Name and address of person who prepared plat -
- Indicate that the new boundary shall extend to the far side of any adjacent highway and shall include all of every highway within the area annexed.
- Certificate for signature by Mayor and the City Clerk as follows:

This is to certify that this Accurate Map of Territory Annexed is identified as that incorporated into and made a part of the City of St. Charles Ordinance No. \_\_\_\_\_ adopted by the City Council of said City on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_ Attest: \_\_\_\_\_ Mayor City Clerk

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

4/1/20 Record Owner Date 3-29-20 Date

Applicant or Authorized Agent



# CIMA DEVELOPERS, LP

30W180 Butterfield Road Warrenville, IL 60555 O: (630) 653-1700 F: (630) 791-8283

October 22, 2019

City of St. Charles Community and Economic Development/Planning Division Two East Main Street St. Charles, IL 60174-1984

RE: The PRIDES Stores- SEC Kirk Road & E. Main Street (IL Rt 64) – Consent Authorization to proceed with Zoning Application

To Whom It May Concern:

I, Peter M. Spina, authorized agent of CIMA Developers, LP, the Owner of the subject property, approximately 2.38 acres located at the Southeast Corner of Kirk Road and E. Main Street (IL RT 64), St. Charles, IL give my consent to Dan Soltis of CIMA Developers, LP to apply and proceed with any City zoning proceedings necessary in relation to the accompanying Zoning Applications.

Regards,

Peter M. Spina

Authorized Agent CIMA Developers, LP

#### **OWNERSHIP DISCLOSURE FORM**

**OWNER: CIMA Developers Limited Partnership** 

By: Peter M. Spina, sole managing member of Angel Associates LLC, general partner

)ss

#### STATE OF ILLINOIS

#### **COUNTY OF DuPage**

I, <u>Brian</u> <u>G</u>. <u>Boyle</u>, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Peter M. Spina, personally known to me to be the managing member of Angel Associates LLC, the general partner of Cima Developers Limited Partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such managing member, he signed and delivered such instrument, as his free and voluntary act and deed, and as the free and voluntary act and deed of Angel Associates LLC, the general partner of such Limited Partnership, for the uses and purposes therein set forth.

Given under my hand and official seal thisday of	April, 2020
OFFICIAL SEAL BRIAN G BOYLAN NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:05/23/20 My Commission Expires:	Bi b. B.Z.

#### STATE OF ILLINOIS) ) SS COUNTY OF KANE )

#### BEFORE THE MAYOR AND CITY COUNCIL OF THE CITY OF ST. CHARLES, ILLINOIS

#### PETITION FOR ANNEXATION

The undersigned Petitioners hereby respectfully petition to annex to the City of St. Charles, Kane and DuPage Counties, Illinois, the territory described as follows:

See Exhibit "A" attached hereto and made a part hereof

Commonly know as:	SEE ATTACIFED LELAL	DESCRYDITION
Parcel Number(s):	09-25-100-036	

And under oath state (s) as follows:

- 1. Your undersigned Petitioner (s) is (are) the sole owner (s) of record of the territory hereinbefore described, and \*have) (has) also executed this Petition as such owner.
- 2. The territory hereinbefore described is not within the corporate limits of any municipality.
- 3. The territory hereinbefore described is contiguous to the City of St. Charles, Kane and DuPage Counties, Illinois.
- 4. There are no electors residing within the territory hereinbefore described.

WHEREFORE, Petitioner(s) respectfully request(s) that the corporate authorities of the City of St. Charles, Kane and DuPage Counties, Illinois, annex the territory hereinbefore described to said City in accordance with the provisions of the Petition and in accordance with law.

The undersigned petitioner(s) and elector(s), being first duly sworn on oath, state(s) that the statements set forth in the petition for annexation above are true and correct.

·
OWNER(S)
PETER M.S.PINA
OFFICIAL SEAL BRIAN G BOYLAN NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:05/23/20

#### Legal Description

SEC Kirk Road & Main St. (IL State Route 64)

THAT PART OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 8

EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTH LINE OF SAID QUARTER SECTION, 3.49 CHAINS WEST OF THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER THEREOF; THENCE NORTH 8 DEGREES EAST 20.94 CHAINS; THENCE NORTH 77 DEGREES WEST 14.23 CHAINS; THENCE SOUTH 8 DEGREES WEST 20.58 CHAINS; THENCE NORTH 89 **DEGREES EAST 3.35** CHAINS; THENCE SOUTH 3.66 CHAINS TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 25; THENCE EAST ON SAID SOUTH LINE 10.52 CHAINS TO THE POINT OF BEGINNING (EXCEPT THAT PART NORTH OF THE CENTER LINE OF ROUTE 64 AND EXCEPT THAT PART WEST OF THE EAST LINE OF KIRK ROAD AND ALSO EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE EASTERLY LINE OF KIRK ROAD (COUNTY HIGHWAY NO. 77) AS DESCRIBED IN DOCUMENT 1107922 WITH A LINE DRAWN PARALLEL WITH AND 50.0 FEET SOUTHERLY OF THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 64 (MEASURED AT RIGHT ANGLES THERETO); THENCE ON AN ASSUMED BEARING OF SOUTH 7 DEGREES, 44 MINUTES, 17 SECONDS WEST ALONG SAID EASTERLY LINE 60.0 FEET; THENCE NORTH 43 DEGREES, 53 MINUTES, 42 SECONDS EAST 83.76 FEET TO SAID PARALLEL LINE; THENCE NORTH 1 DEGREE, 01 MINUTES, 58 SECONDS WEST 50.0 FEET TO SAID CENTER LINE; THENCE SOUTH 88 DEGREES, 58 MINUTES, 02 SECONDS WEST ALONG SAID CENTER LINE 42.29 FEET TO SAID EASTERLY LINE EXTENDED; THENCE SOUTH 7 DEGREES, 44 MINUTES, 17 SECONDS WEST ALONG SAID EASTERLY LINE EXTENDED 50.59 FEET TO THE POINT OF BEGINNING, ALSO EXCEPT THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER IN SECTION 25 TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 5, UNIT 1, THE "ST. CHARLES" ILLINOIS INDUSTRIAL DEVELOPMENT OF THE CENTRAL MANUFACTURING DISTRICT; PROCEED NORTHERLY ON THE NORTHERLY EXTENTION OF THE WEST LINE OF SAID LOT 5, 109.41 FEET, TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF NORTH AVENUE (RT. 64); THENCE NORTHEASTERLY ON SAID RIGHT OF WAY LINE WHICH FORMS AN EXTERIOR ANGLE OF 216 DEGREES 09 MINUTES 25 SECONDS WITH THE LAST DESCRIBED LINE, 21.19 FEET TO A POINT ON A LINE 12.50 FEET EASTERLY OF AND PARALLEL WITH THE NORTHERLY EXTENTION OF THE WEST LINE OF SAID LOT 5; THENCE SOUTHERLY ON SAID PARALLEL LINE WHICH FORMS AN INTERIOR ANGLE OF 36 DEGREES 09 MINUTES 25 SECONDS WITH THE LAST DESCRIBED LINE, 124.63 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 5; THENCE WESTERLY ON SAID NORTH LINE, WHICH FORMS AN INTERIOR ANGLE OF 98 DEGREES 33 MINUTE 48 SECONDS WITH THE LAST DESCRIBED

INTERIOR ANGLE OF 98 DEGREES 33 MINUTE 48 SECONDS WITH THE LAST DESCRIBED LINE, 12.64 FEET, TO THE POINT OF BEGINNING), IN THE TOWNSHIP AND CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

Permanent Tax No: 09-25-100-036

# EXHIBIT "C"

## **PUD ORDINANCE**

# City of St. Charles, Illinois Ordinance No. 2020-Z-

# An Ordinance Granting Approval of a Map Amendment, Special Use for Planned Unit Development and PUD Preliminary Plan for Pride of Kane County

WHEREAS, on or about April 7, 2020, CIMA Developers, LP (the "Applicant") filed petitions for: 1) Map Amendment from RE-1 Single-Family Estate District to BR Regional Business District; 2) Special Use for Planned Unit Development; and 3) PUD Preliminary Plan, all for the real estate legally described on Exhibit "A" attached hereto and incorporated herein (the "Subject Property"), for the purpose of developing a gas fueling facility, convenience store, and car wash; and,

WHEREAS, Notice of Public Hearing on said petitions for Map Amendment and Special Use for Planned Unit Development was published on or about June 18, 2020 in a newspaper having general circulation within the City, to-wit, the Daily Herald newspaper, as required by the statutes of the State of Illinois and the ordinances of the City; and,

WHEREAS, pursuant to said Notice, the Plan Commission conducted a public hearing on or about July 7, 2020, July 21, 2020 and August 4, 2020 on said petitions in accordance with the statutes of the State of Illinois and the ordinances of the City; and,

WHEREAS, at said Public Hearing, the Applicant presented testimony in support of said petitions and all interested parties had an opportunity to be heard; and,

WHEREAS, the Plan Commission recommended approval of said Map Amendment, Special Use for Planned Unit Development and PUD Preliminary Plan petitions on or about August 4, 2020; and,

WHEREAS, the Planning & Development Committee of the City Council reviewed said petitions on or about August 10, 2020 and September 14, 2020, and, on or about November 9, 2020, voted on a motion to recommend approval of said petitions, and said motion to recommend approval failed; and,

WHEREAS, the City Council of the City of St. Charles has received the recommendations of the Plan Commission and Planning & Development Committee and has considered the same.

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

1. The preambles set forth hereinabove are incorporated herein as substantive provisions of this Ordinance as though fully set out in this Section 1.

#### Ordinance No. 2020-Z-Page 2

2. That passage of this Ordinance shall constitute approval of the petition for a Map Amendment for the Subject Property from the RE-1 Single-Family Estate District to the BR Regional Business District, and the Findings of Fact for Map Amendment attached hereto and incorporated herein as Exhibit "B" are expressly adopted by the corporate authorities of the City.

3. That passage of this Ordinance shall constitute approval of a Special Use for Planned Unit Development pursuant to the provisions of Title 17 of the St. Charles Municipal Code, as amended, and based upon the Applicant's petitions and the evidence presented at the Public Hearing, the City Council hereby finds that the Special Use for Planned Unit Development is in the public interest and adopts the Criteria for Planned Unit Developments, set forth on Exhibit "C", which is attached hereto and incorporated herein.

4. That passage of this Ordinance shall constitute approval of the PUD Preliminary Plan, incorporated herein as Exhibit "D", such that the following documents and illustrations are hereby approved, reduced copies of which are attached hereto, subject to satisfactory resolution of all outstanding staff review comments and compliance with such conditions, corrections, and modifications as may be required by the Director of Community & Economic Development and the Director of Public Works to comply with the requirements of the St. Charles Municipal Code:

- Preliminary Plat of Subdivision; WT Group; revisions dated 6/3/2020
- Preliminary Engineering Plans; WT Groups; revisions dated 6/8/2020 [Sheets C-2.0, C-8.0, C-9.0 revised 6/29/2020]
- Landscape Plan; Heller & Associates; revisions dated 8/3/2020
- Lighting Plan; LSI; revisions dated 6/16/2020
- Building Elevations; Arch7; not dated
- Canopy Elevations; dated 6/18/2020
- Signage Plan; Parvin-Clauss Sign Company; revisions dated 6/19/2020

5. The Subject Property shall be developed only in accordance with all ordinances of the City as now in effect and as hereafter amended (except as specifically varied herein), and subject to the terms, conditions and restrictions set forth herein, as follows:

- a. Zoning: The Subject Property shall be subject to the requirements of the BR Regional Business District, as amended, and all other applicable requirements of the St. Charles Zoning Ordinance, as amended, except as specifically varied in the "PUD Deviations" attached hereto and incorporated herein as Exhibit "E".
- b. Stormwater Management: Per Title 18 of the St. Charles Municipal Code, "Stormwater", Section 18.04.010 – Stormwater Management Ordinance -Adopted – Modifications, Subsection P', the Subject Property was exempted from the 2019 revisions to the Kane County Stormwater Ordinance. The Subject Property may be developed in conformance with the approved PUD Preliminary Plan irrespective of the expiration of said exemption.

6. That after the adoption and approval hereof, the Ordinance shall (i) be printed or published in book or pamphlet form, published by the authority of the Council, or (ii) within thirty (30) days after the adoption and approval hereof, be published in a newspaper published in and with a general circulation within the City of St. Charles.

Ordinance No. 2020-Z-Page 3

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 7<sup>th</sup> day of December 2020.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 7<sup>th</sup> day of December 2020.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois this 7<sup>th</sup> day of December 2020.

Raymond P. Rogina, Mayor

Attest:

Charles Amenta, City Clerk

Vote: Ayes: Nays: Absent: Abstain: Date:

#### **EXHIBIT "A"**

#### **LEGAL DESCRIPTION**

THAT PART OF THE NORTHWEST OUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTH LINE OF SAID OUARTER SECTION, 3.49 CHAINS WEST OF THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER THEREOF; THENCE NORTH 8 DEGREES EAST 20.94 CHAINS; THENCE NORTH 77 DEGREES WEST 14.23 CHAINS; THENCE SOUTH 8 DEGREES WEST 20.58 CHAINS; THENCE NORTH 89 DEGREES EAST 3.35 CHAINS; THENCE SOUTH 3.66 CHAINS TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 25; THENCE EAST ON SAID SOUTH LINE 10.52 CHAINS TO THE POINT OF BEGINNING (EXCEPT THAT PART NORTH OF THE CENTER LINE OF ROUTE 64 AND EXCEPT THAT PART WEST OF THE EAST LINE OF KIRK ROAD AND ALSO EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE EASTERLY LINE OF KIRK ROAD (COUNTY HIGHWAY NO. 77) AS DESCRIBED IN DOCUMENT 1107922 WITH A LINE DRAWN PARALLEL WITH AND 50.0 FEET SOUTHERLY OF THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 64 (MEASURED AT RIGHT ANGLES THERETO); THENCE ON AN ASSUMED BEARING OF SOUTH 7 DEGREES, 44 MINUTES, 17 SECONDS WEST ALONG SAID EASTERLY LINE 60.0 FEET; THENCE NORTH 43 DEGREES, 53 MINUTES, 42 SECONDS EAST 83.76 FEET TO SAID PARALLEL LINE; THENCE NORTH 1 DEGREE, 01 MINUTES, 58 SECONDS WEST 50.0 FEET TO SAID CENTER LINE; THENCE SOUTH 88 DEGREES, 58 MINUTES, 02 SECONDS WEST ALONG SAID CENTER LINE 42.29 FEET TO SAID EASTERLY LINE EXTENDED; THENCE SOUTH 7 DEGREES, 44 MINUTES, 17 SECONDS WEST ALONG SAID EASTERLY LINE EXTENDED 50.59 FEET TO THE POINT OF BEGINNING, ALSO EXCEPT THAT PART OF THE SOUTHEAST OUARTER OF THE NORTHWEST QUARTER IN SECTION 25 TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 5, UNIT 1, THE "ST. CHARLES" ILLINOIS INDUSTRIAL DEVELOPMENT OF THE CENTRAL MANUFACTURING DISTRICT; PROCEED NORTHERLY ON THE NORTHERLY EXTENTION OF THE WEST LINE OF SAID LOT 5, 109.41 FEET. TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF NORTH AVENUE (RT. 64); THENCE NORTHEASTERLY ON SAID RIGHT OF WAY LINE WHICH FORMS AN EXTERIOR ANGLE OF 216 DEGREES 09 MINUTES 25 SECONDS WITH THE LAST DESCRIBED LINE, 21.19 FEET TO A POINT ON A LINE 12.50 FEET EASTERLY OF AND PARALLEL WITH THE NORTHERLY EXTENTION OF THE WEST LINE OF SAID LOT 5; THENCE SOUTHERLY ON SAID PARALLEL LINE WHICH FORMS AN INTERIOR ANGLE OF 36 DEGREES 09 MINUTES 25 SECONDS WITH THE LAST DESCRIBED LINE, 124.63 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 5; THENCE WESTERLY ON SAID NORTH LINE, WHICH FORMS AN INTERIOR ANGLE OF 98 DEGREES 33 MINUTE 48 SECONDS WITH THE LAST DESCRIBED LINE, 12.64 FEET, TO THE POINT OF BEGINNING), IN THE TOWNSHIP AND CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

#### EXHIBIT "B"

#### FINDINGS OF FACT FOR MAP AMENDMENT

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

The intended use is consistent with the other retail business uses along Kirk Rd. and along E. Main St.

# 2. The extent to which property values are diminished by the existing zoning restrictions.

Property values will not be affected. The intended use is consistent with all nearby uses.

# **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.

The property value will not be diminished, and in fact will provide an added amenity and convenience to the surrounding city and community.

# 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 subject property's current zoning does not allow for our intended use.

# 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.

This property has been vacant for a substantial amount of time.

# 6. The evidence, or lack of evidence, of the community's need for the uses permitted under the proposed district.

The intended use is consistent with development trends and all neighboring uses.

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

Our intended use is consistent with the Comprehensive Plan.

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

Per Title 17 of the City Code, unless otherwise requested, land being annexed is automatically zoned RE-1 Single-Family Estates District. BR zoning is requested to accommodate the proposed commercial development.

## 9. The extent to which the proposed amendment creates nonconformities.

The proposed development will only require paving setback and off-site sign deviations. Other than that, the development will comply with zoning requirements.

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

The intended use is consistent with the other retail business uses.

## EXHIBIT "C"

## **CRITERIA FOR PLANNED UNIT DEVELOPMENTS**

- i. The proposed PUD advances one or more of the purposes of the Planned Unit Development procedure stated in Section 17.04.400.A:
  - 1. To promote a creative approach to site improvements and building design that results in a distinctive, attractive development that has a strong sense of place, yet becomes an integral part of the community.
  - 2. 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.
  - **3.** To encourage a harmonious mix of land uses and a variety of housing types and prices.
  - 4. To preserve native vegetation, topographic and geological features, and environmentally sensitive areas.
  - 5. To promote the economical development and efficient use of land, utilities, street improvements, drainage facilities, structures and other facilities.
  - 6. To encourage redevelopment of sites containing obsolete or inappropriate buildings or uses.
  - 7. To encourage a collaborative process among developers, neighboring property owners and residents, governmental bodies and the community.

We believe that the proposed development advances many of the purposes of the Planned Unit Development as outlined and stated in Section 17.04.400.A.

The architectural building design will provide a unique and distinctive look that will include "barn" like features that will capture the historic essence of the property.

New sidewalks are proposed along the entire west and north property lines to connect existing sidewalk structures along Kirk Rd. and Main St. to help promote pedestrian traffic and physical activity.

This property has remained undeveloped for a very long time and the proposed development allows for and encourages and promotes economic growth and efficient land use.

This development includes a reciprocal easement agreement with the neighboring property owner (Main Street Commons) which allows for cross-access service roads and shared stormwater detention.

- ii. The proposed PUD and PUD Preliminary Plans conform to the requirements of the underlying zoning district or districts in which the PUD is located and to the applicable Design Review Standards contained in Chapter 17.06, except where:
  - A. Conforming to the requirements would inhibit creative design that serves community goals, or
  - **B.** Conforming to the requirements would be impractical and the proposed PUD will provide benefits that outweigh those that would have been realized by conforming to the applicable requirements.

Factors listed in Section 17.04.400.B shall be used to justify the relief from requirements:

- 1. The PUD will provide community amenities beyond those required by ordinance, such as recreational facilities, public plazas, gardens, public are, pedestrian and transit facilities.
- 2. The PUD will preserve open space, natural beauty and critical environmental areas in excess of what is required by ordinance or other regulation.
- 3. The PUD will provide superior landscaping, buffering or screening.
- 4. The buildings within the PUD offer high quality architectural design.
- 5. The PUD provides for energy efficient building and site design.
- 6. The PUD provides for the use of innovative stormwater management techniques.
- 7. The PUD provides accessible dwelling units in numbers or with features beyond what is required by the Americans with Disabilities Act (ADA) or other applicable codes.
- 8. The PUD provides affordable dwelling units in conformance with, or in excess of, City policies and ordinances.
- 9. The PUD preserves historic buildings, sites or neighborhoods.

The following factors below per Section 17.04.400.B are highlighted to justify relief from certain zoning requirements:

- The PUD will provide superior landscaping and buffering as allowed by the site parameters.
- The buildings within the PUD will be unique and distinctive in nature, capturing historic features.
- The buildings will be built with energy efficiency guidelines and site design.
- The development will be designed with shared detention with Main Street Commons.

Zoning deviations for the following are being requested: paving setbacks, off-site signage, convenience store building signage, freestanding sign setback, building foundation landscape, carwash stacking requirement.

## iii. The proposed PUD conforms with the standards applicable to Special uses (section 17.04.330.C.0):

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

Yes. The proposed development will serve as a public convenience and an added amenity. The development will offer fueling, convenience store, quick service restaurant and carwash.

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

Yes. The proposed development has sufficient infrastructure required to develop. Utilities, added service roads, and adequate on-site and off-site detention are being provided.

# 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 development is consistent and compatible with surrounding land uses and will not affect nearby property in any way.

## 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 development will not impede the normal and orderly development and improvement of the surrounding property and will complete the needed development at that particular property location in a manner that is consistent and compatible with surrounding and neighboring 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.

No. The proposed development will not pose any detriment to or endanger the public health, safety, comfort or general welfare.

# F. Conformance with Codes: That the proposed Special Use conforms to all existing Federal, State and local legislation and regulation and meets or exceeds all applicable provisions of this Title, except as may be varied pursuant to a Special Use for Planned Unit Development.

Yes. The development will be built to conform to all applicable codes and ordinances and meets all applicable provisions, except as may be varied pursuant to a Special Use for PUD.

## iv. The proposed PUD will be beneficial to the physical development, diversity, tax base and economic well-being of the City.

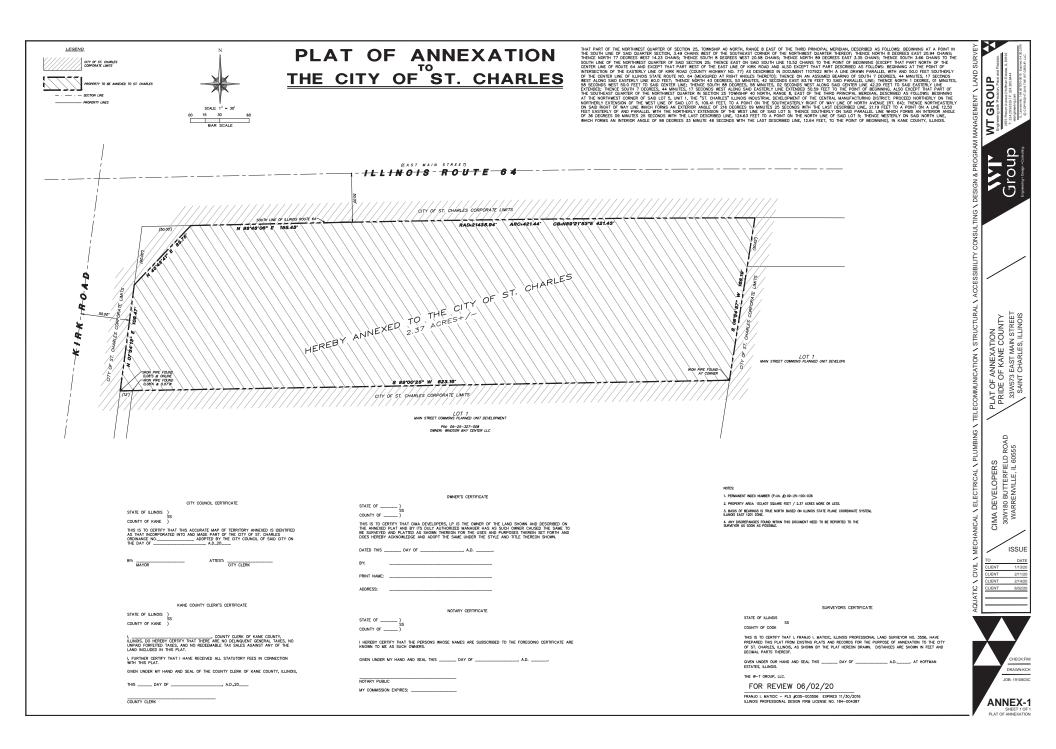
Yes. The proposed development will provide an added and substantial tax base to the City, improving the overall economic well-being of the City.

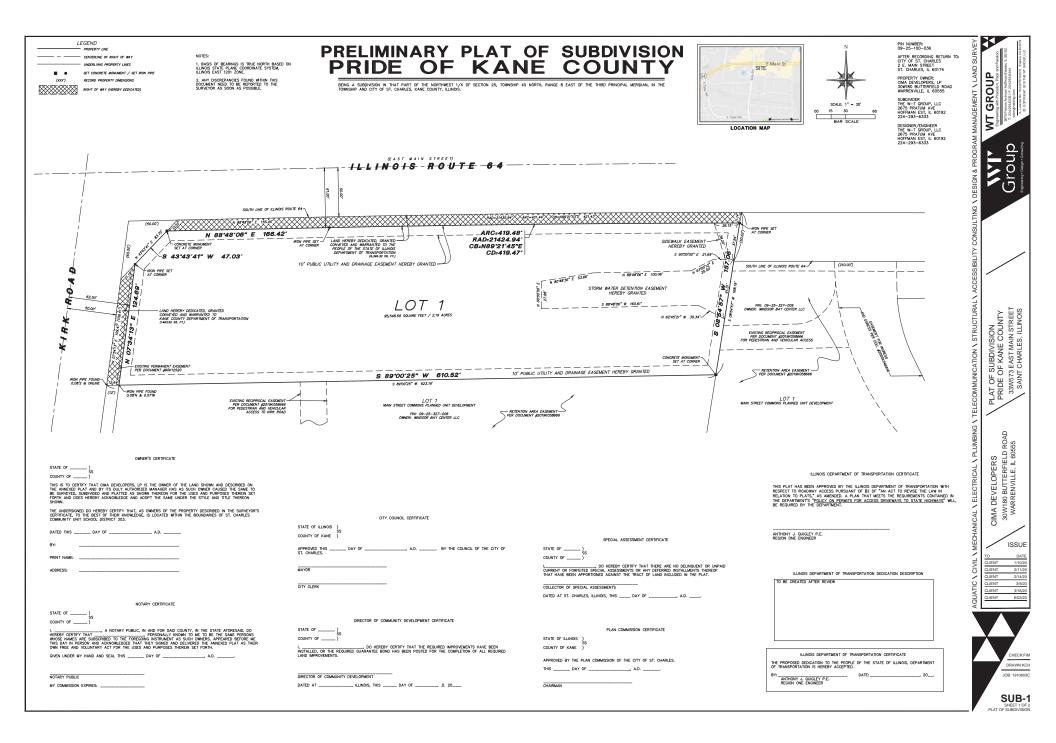
## v. The proposed PUD conforms to the purposes and intent of the Comprehensive Plan.

Yes. The proposed development is in conformance with the goals, objectives and policies of the adopted City of St. Charles Comprehensive Plan.

## EXHIBIT "D"

PUD PRELIMINARY PLAN (45 pages)





PLEASE PRINT/TYPE NAME

RECORDER OF DEEDS

COUNTY OF KANE

STATE OF ILLINOIS )

COUNTY RECORDER'S CERTIFICATE

COUNTY CLERK

THIS \_\_\_\_\_ DAY OF \_\_\_\_ 

I, FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THIS PLAT. GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK OF KANE COUNTY, ILLINOIS,

I, COUNTY CLERK OF KARE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THIS PLAT.

COUNTY CLERK'S CERTIFICATE STATE OF ILLINOIS ) COUNTY OF KANE )

COUNTY ENGINEER DATED AT \_\_\_\_\_, ILUNOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, .D. 20\_\_\_\_.

COUNTY OF KANE )

COUNTY ENGINEER'S CERTIFICATE STATE OF ILLINOIS )

DI FASE DRINT /TYPE NAME

COUNTY OF KANE )

LEGEND

\_\_\_\_\_ CENTERLINE OF RIGHT OF WAY - UNDERLYING PROPERTY LINES

PROPERTY LINE

SET CONCRETE MONUMENT / SET IRON PIPE

RECORD PROPERTY DIMENSIONS RIGHT OF WAY (HEREBY DEDICATED)

RECORDER OF DEEDS

COUNTY RECORDER'S CERTIFICATE STATE OF ILLINOIS )



STORM WATER MANAGEMENT FASEMENT PROVISIONS

CHUCUTUR DE CARCINE CARCINE DE MERIS DE MERIS

PUBLIC UTILITY AND DRAINAGE EASEMENT PROVISIONS

I TURTHER CERTEY THAT I MUL SET ALL SUBONSION MONIMENTS AND HAVE DESCRIBED THEM ON THIS FINAL PLAT AS REQUIRED BY THE PLAT ACT (768 LGS 205/). THE EXTEROR SUBONSION MONUMENTS HAVE BEEN SET AND INTERCR MONIMENTS WILL BE SET WITHIN 12 MONTHS OF THE RECORDING OF THIS PLAT (SECTION 1270-56 OF THE LILINGS PROFESSIONAL LAND SURVEYOR ACT OF 1909)

FOR REVIEW 06/03/20

FRANJO I. MATICIC - PLS #035-003556 EXPIRES 11/30/2020 ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184.007570-0015

COUNTY OF COOK )

THE W-T GROUP, LLC

I FURTHER CERTIFY THAT THE PLAT HEREON DRAWN IS A CORRECT AND ACCURATE REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

ACCORDING TO OUR INTERPOLATION OF THE FLOOD INSURANCE RATE MAP THIS SITE FALLS WITHIN PANEL NO. 17088C0270H DATED 8/3/2009, THIS PANEL IS NOT PRINTED.

GIVEN UNDER OUR HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D.\_\_\_\_ AT HOFFMAN ESTATES, ILLINOIS.

DEGREES 33 MINUTE 48 SECONDS WITH THE LAST DESCRIBED LINE, 12.64 FEET, TO THE POINT OF BEGINNING), IN THE TOWNSHIP AND CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

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SURVEYORS CERTIFICATE STATE OF ILLINOIS ) THIS IS TO STATE THAT I, FRANJO I. MATICIC, ILLINOIS PROFESSIONAL LAND SURVEYORS #035-003556, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

LING / D ACCE SSIBILITY CONSUL JMBING \ TELECOMMUNICATION \ STRUCTURAL \ F SUBDIVISION E OF KANE COUNTY 573 EAST MAIN STREET NT CHARLES, ILLINOIS PLAT OF PRIDE C

DESIGNER/ENGINEER THE W-T GROUP, LLC 2675 PRATUM AVE HOFFMAN EST, IL 60192 224-293-6333

PROPERTY OWNER: CIMA DEVELOPERS, LP 30W180 BUTTERFIELD ROAD WARRENVILLE, IL 60555 SUBDIVIDER THE W-T GROUP, LLC 2675 PRATUM AVE HOFFMAN EST, IL 60192 224-293-6333

PIN NUMBER: 09-25-100-036 AFTER RECORDING RETURN TO: CITY OF ST. CHARLES 2 E. MAIN STREET ST. CHARLES, IL 60174

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GROUP

DEVELOPERS BUTTER 80 RRI CIMA E 30W1 WAR ISSUE DATE CLIENT CLIENT CLIENT LIENT 6/03/

JOB: 19108030

SUB-2

33W573

ERFIELD ROAD LE, IL 60555

MECHANICAL \ ELECTRICAL \ PL

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## THE PRIDE OF KANE COUNTY 33W573 EAST MAIN STREET SAINT CHARLES, ILLINOIS 60174

SHEET	DESCRIPTION	DATE
T-1.0	TITLE SHEET	06-08-2
C-1.0	SITE DEMOLITION PLAN	06-08-2
C-2.0	SITE GEOMETRIC PLAN	06-08-2
C-3.0	SITE DEVELOPMENT PLAN	06-08-2
C-3.1 - C-3.3	SITE DEVELOPMENT DETAILS	06-08-2
C-4.0 - C-4.1	SITE GRADING PLAN	06-08-2
C-5.0	SITE UTILITY PLAN	06-08-2
C-5.1 - C-5.3	SITE UTILITY DETAILS	06-08-2
C-6.0	STORMWATER POLLUTION PREVENTION PLAN	06-08-2
C-6.1	STORMWATER POLLUTION PREVENTION DETAILS	06-08-2
C-7.0 - C-7.1	PROJECT SPECIFICATIONS	06-08-2
C-8.0	FIRE APPARATUS CIRCULATION PLAN	06-08-2

SURVEY DRAWING INDEX							
SHEET	DESCRIPTION	DATE					
	TOPOGRAPHIC SURVEY (PREPARED BY THE W-T GROUP)	03-12-19					

### BENCHMARKS:

- SITE BENCHMARK # SET CROSS ON SSE BOLT OF HYDRANT LOCATED IN GRASS APPROXIMATELY 6.8'S OF EAST MAIN STREET AND 16.9' OF MH 16, AS SHOWN ON SHEET SIR-2, ELEVATION=789, TS' (NAVD80)
- SITE BENCHMARK #2 SET CROSS ON CONCRETE SIDEMALK LOCATED APPROXIMATELY 25.9' ESE OF KIRK ROAD AND 22.8' SSIN OF ENTRANCE, AS SHOWN ON SHEET SUR-2. ELEVATION=T/19.05' (MAVD86)
- SITE BENCHMARK #3 SET CROSS IN WALK LOCATED 35' EAST OF POND AND 200 FEET SOUTH OF ROUTE 64 ON WEST SIDE OF DRIVE, AS SHOWN ON SHEET SUR-3. ELEVATION=784.72' (NAVD88)



SECTION 25

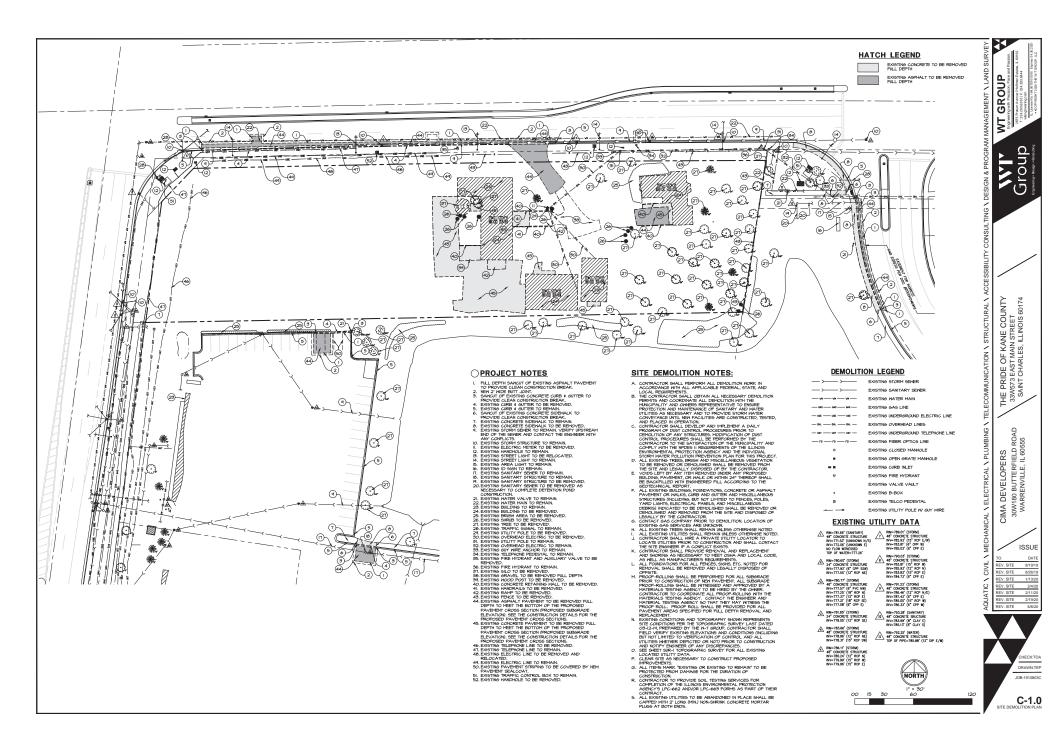
TOWNSHIP 40N RANGE 8E

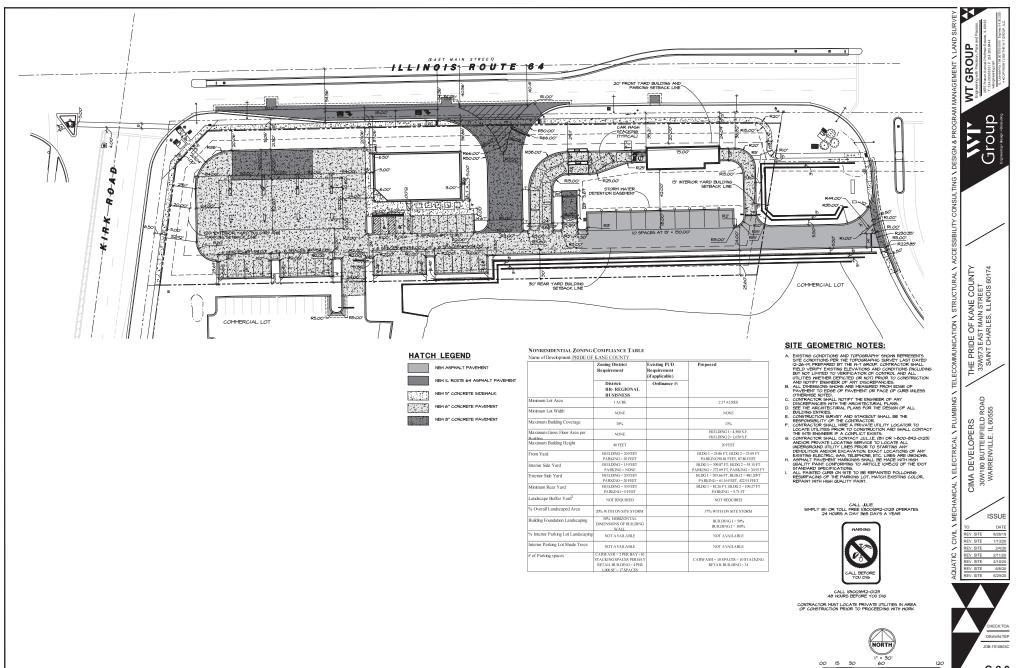
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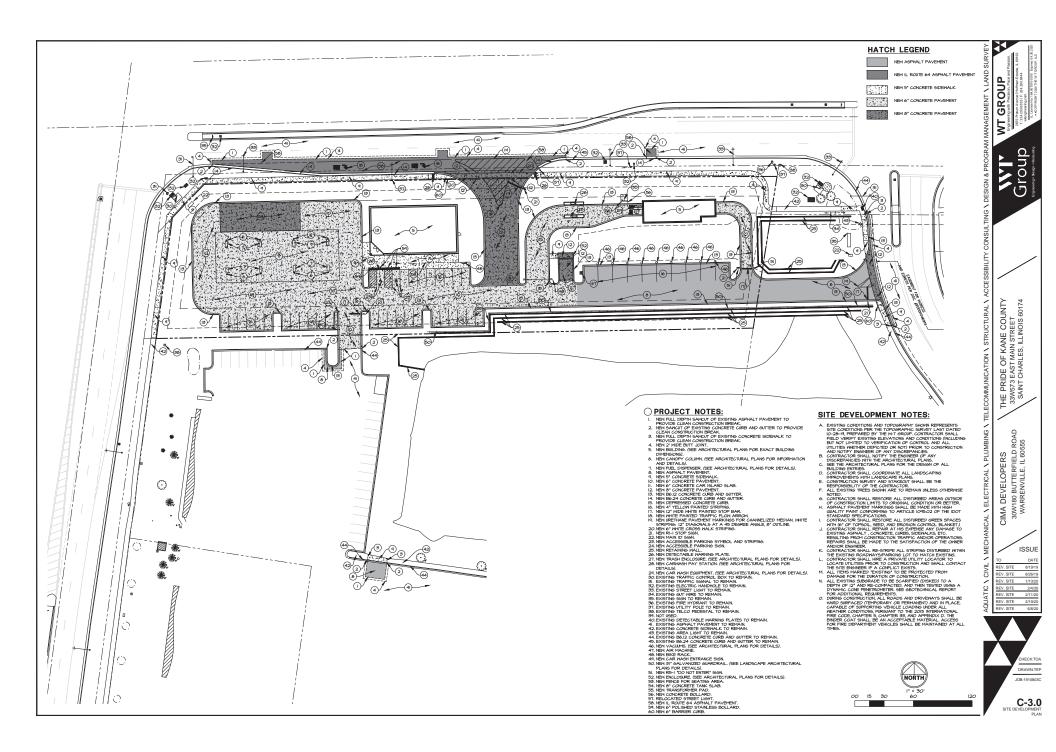


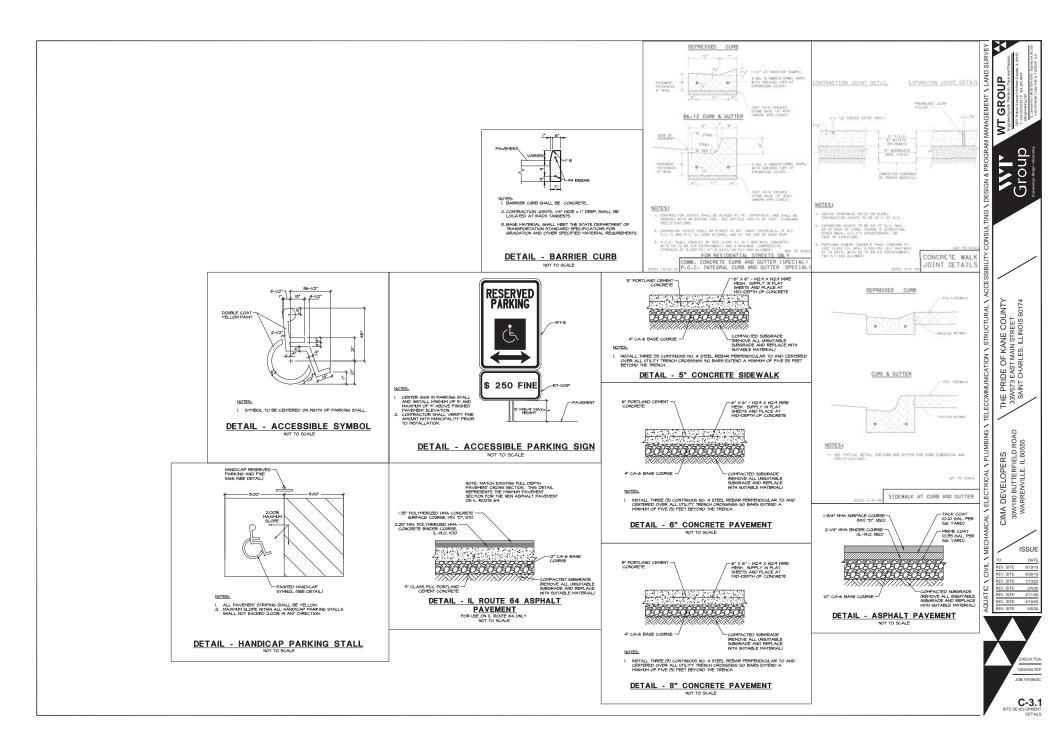
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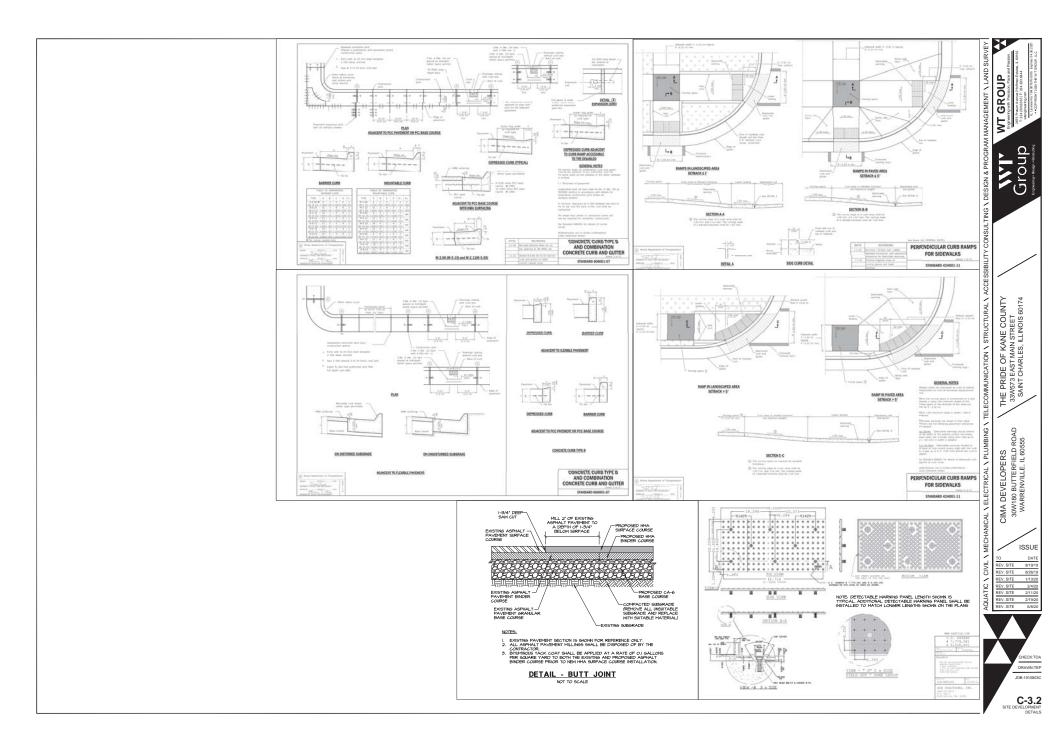
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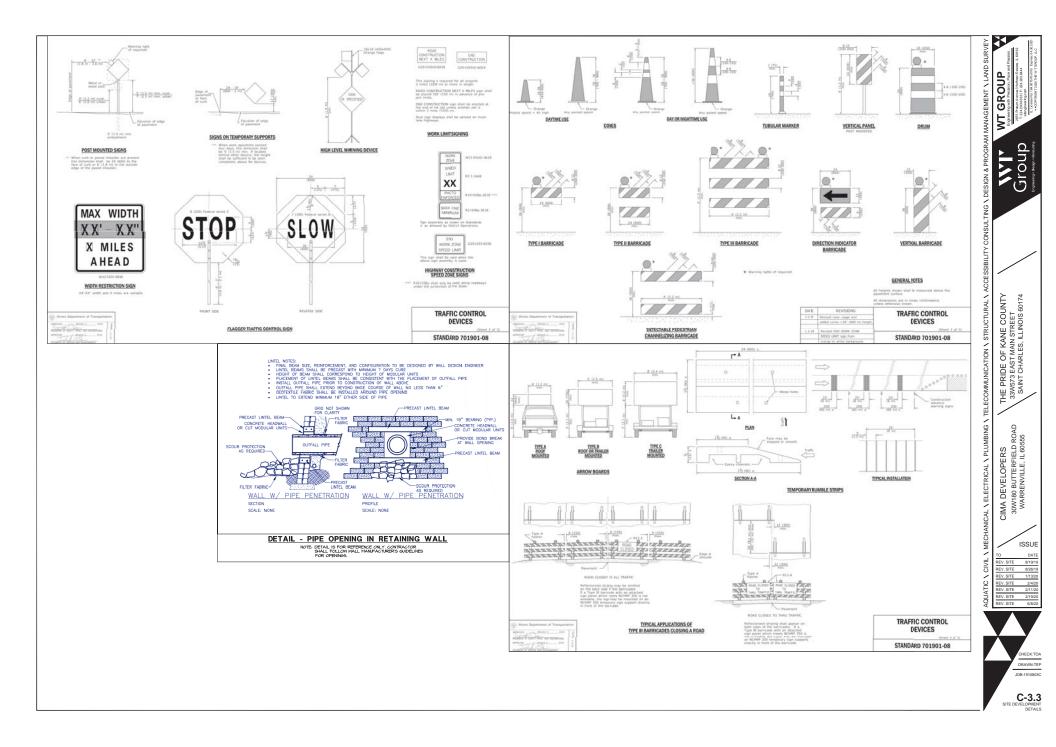


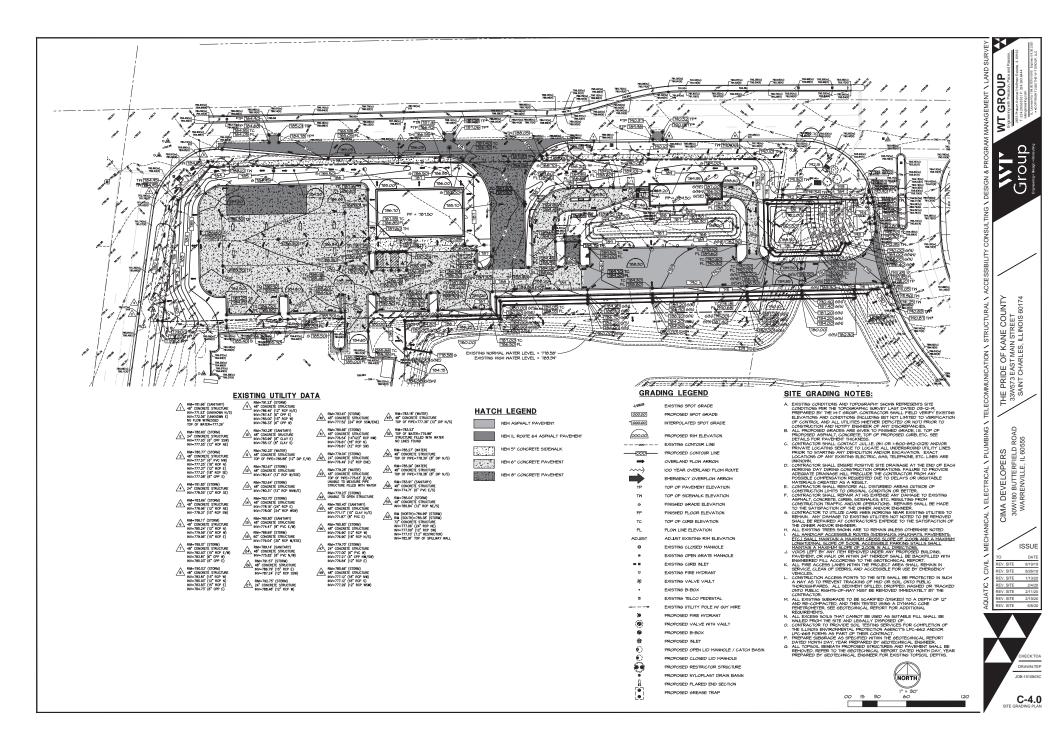
C-2.0



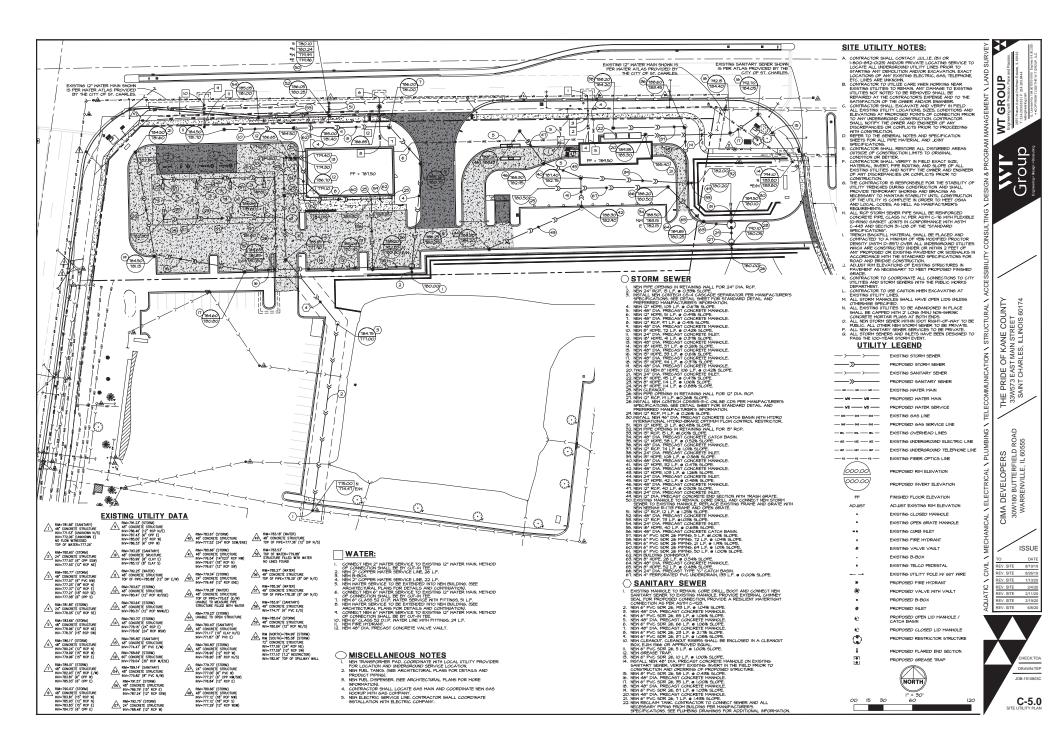


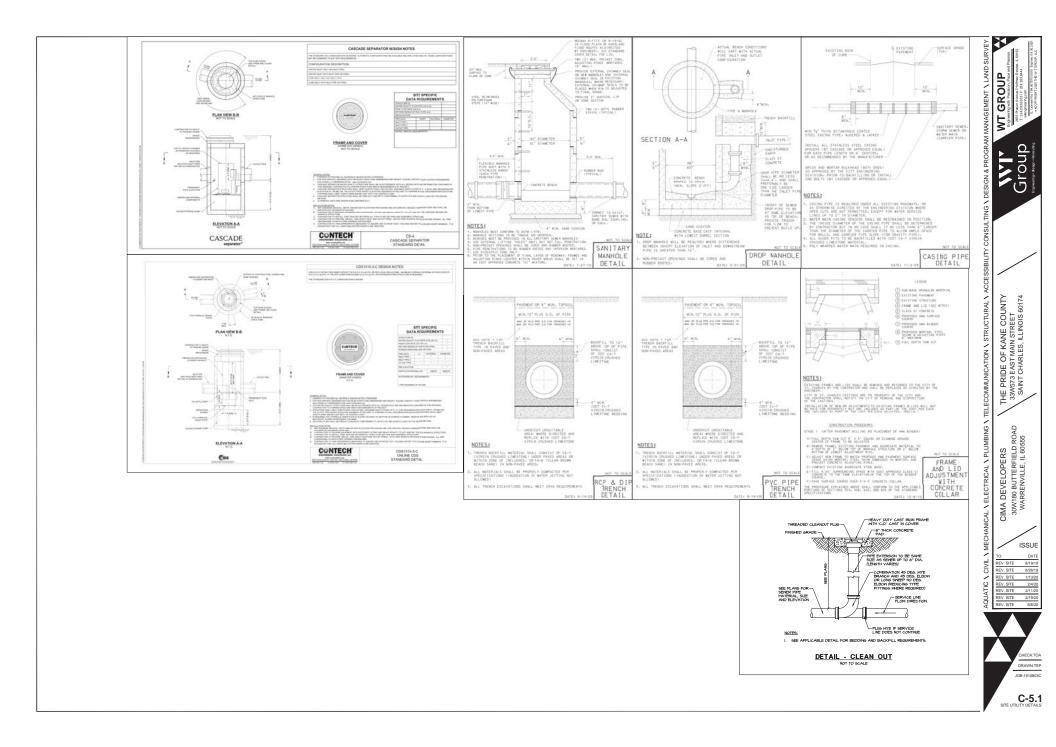


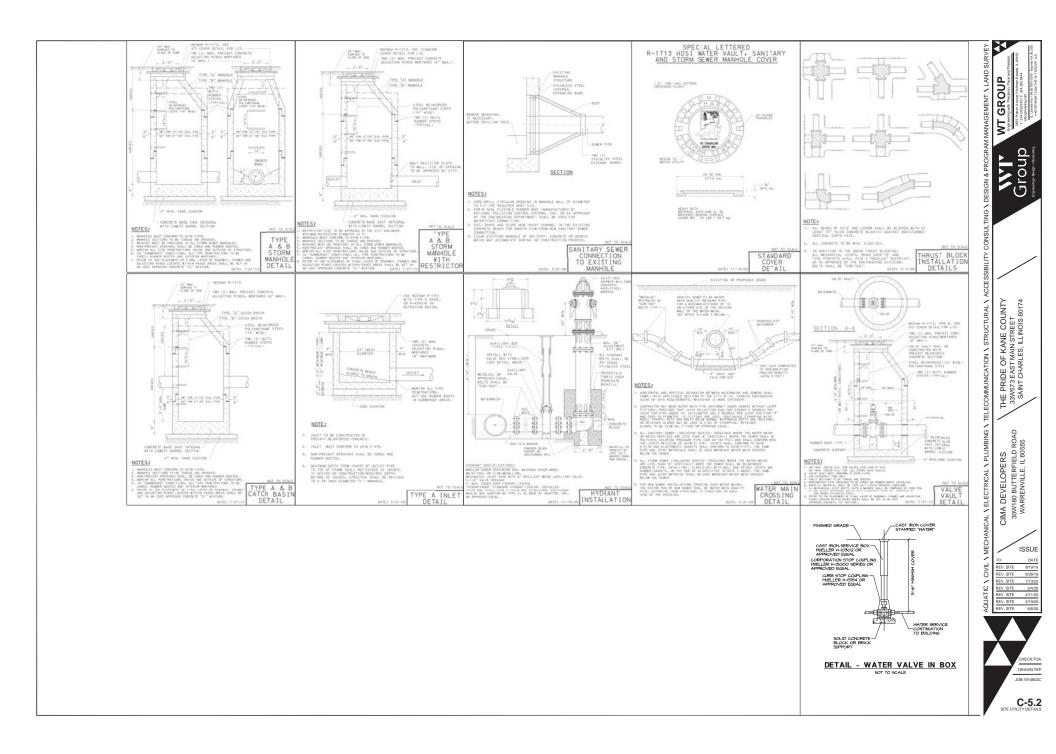


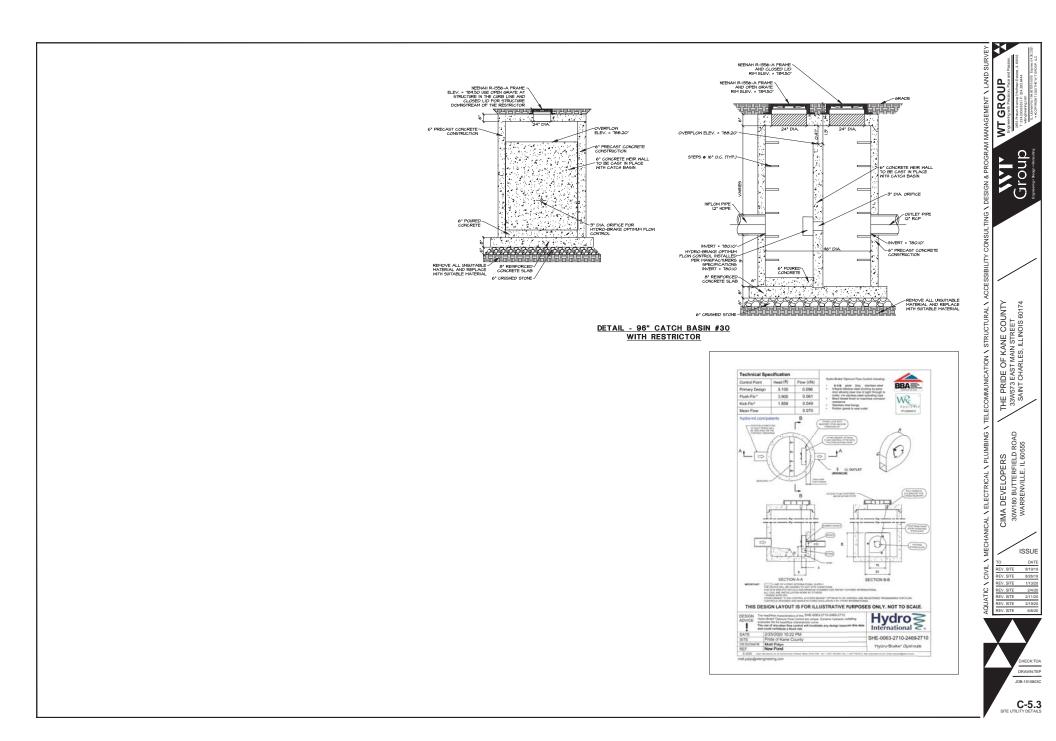


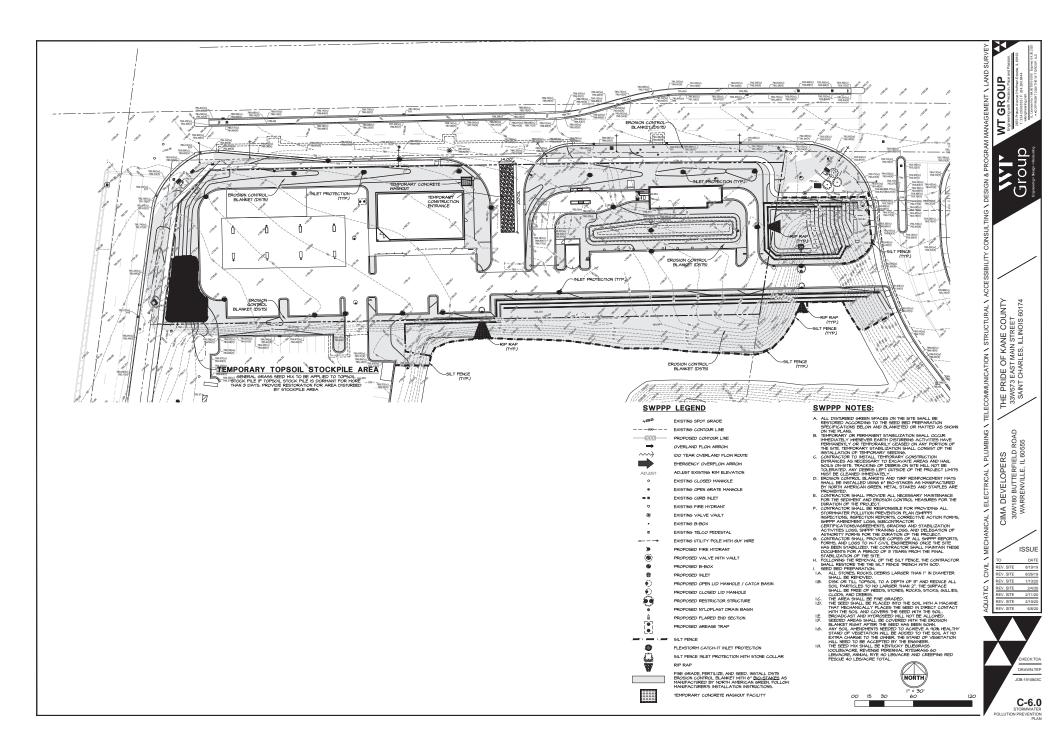
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20% MAX SLOPE	HAL = 181.30'		187.30'							9,306 CU. FT. C	R 0.2136 AC-FT
50% SAND 30% COMPOST 20% TOPSOI		IIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIII			VOLUME PROVID	ED				6,599 CU. FT. C	R 0.1515 AC-FT
		V8								4,090 CU. FT. C	R 0.0939 AC-FT
0001011021101011010			COARSE AGG	(ABOVE INVERT) 0.36 VC + 0	9034 C.F. 0.5 X 0.36 X VC 1626 C	LF.	782.00			1,925 CU. FT. C	R 0.0442 AC-FT
	266666			(BELOW INVERT) 0.36 VD + :			781.00			335 CU. FT. C	R 0.0077 AC-FT
			119.50'		= 0.0% A	C-FT	780.20				
		4" PERFORATED PVG	SDR INFILTRATIC	IN VOLUME REGUIRED = 1.416 A FILTRATION VOLUME PROVIDEI	.C. X 0.75" = 0.0885 ACRE - FE D = 0.098 AC-FT > 0.0885 AC-	ET -FT				OND V	154 CU. FT.
		WEST P	OND INFILTRATI	ON VOLUME					TOTAL		532 AC-FT
			NOT TO SCALE								
								VOLUME			
	INCR. STORAGE VOLUME	CUMULATIVE STORA	AGE VOLUME			R. STORAGE VOLUME	COMIDEATIVE STORAGE	VOLOWE			
	1,674 CU. FT.	48,440 CU. FT. OR	1.1120 AC-FT			637 CU. FT.	11,630 CU. FT. OR	0.2670 AC-FT		- 1000 1000	
8,505 SQ. FT.	2,167 CU. FT.	46,766 CU. FT. OR	1.0736 AC-FT			770 CU. FT.	10,993 CU. FT. OR	0.2524 AC-FT			
8,832 SQ. FT.	979 CU. FT.	44,599 CU. FT. OR	1.0238 AC-FT	783.50	3,022 SQ. FT.	330 CU. FT.	10,223 CU. FT. OR	0.2347 AC-FT			
8,974 SQ. FT.	1,728 CU. FT.	43,619 CU. FT. OR	1.0014 AC-FT	783.39 HWL	2,972 SQ. FT.	557 CU. FT.			VOLUME PROVIDED NEW PONDS	= 0.532 ACRE - FEET	
9,220 SQ. FT.				783.20	2,887 SQ. FT.				VOLUME PROVIDEL	- 1.300 AURE - FEET	
9,582 SQ. FT.				782.91 WEIR	2,761 SQ. FT.						
10,576 SQ. FT.				782.00	2,400 SQ. FT.						
11,655 SQ. FT.				781.00	2,020 SQ. FT.		-,				
12,812 SQ. FT.			0.4334 AC-FT	780.00	1,712 SQ. FT.						
335 SQ. FT.	6,574 CU. FT.	6,644 CU. FT. OR	0.1525 AC-FT	779.00	1,375 SQ. FT.	1,544 CU. FT.					
0 SQ. FT.	70 CU. FT.	70 CU. FT. OR	0.0016 AC-FT	778.58	1,243 SQ. FT.	550 CU. FT.	550 CU. FT. OR	0.0126 AC-FT			
										NORTH	)
	TOTAL POND V783.39" 43,619 CU. FT. OR 1.001 AC-FT										·
	τοται					TOTAL PO	ND V <sub>783.39</sub> = 9,893 CU. OR 0.227 AC-F			1" = 30" 15 30 60	
	T CONTRACTOR DE CONTRACTO		Image: State of the state	Image: Start and Start an			Main         Main <th< td=""><td></td><td>Instrument       Instrument       Instrument<td>ABA       Division         17.0.0.0.0.1       18.0.0.0.0.0.0.0.0.0.0.0.0.0.0.0.0.0.0.0</td><td></td></td></th<>		Instrument       Instrument <td>ABA       Division         17.0.0.0.0.1       18.0.0.0.0.0.0.0.0.0.0.0.0.0.0.0.0.0.0.0</td> <td></td>	ABA       Division         17.0.0.0.0.1       18.0.0.0.0.0.0.0.0.0.0.0.0.0.0.0.0.0.0.0	

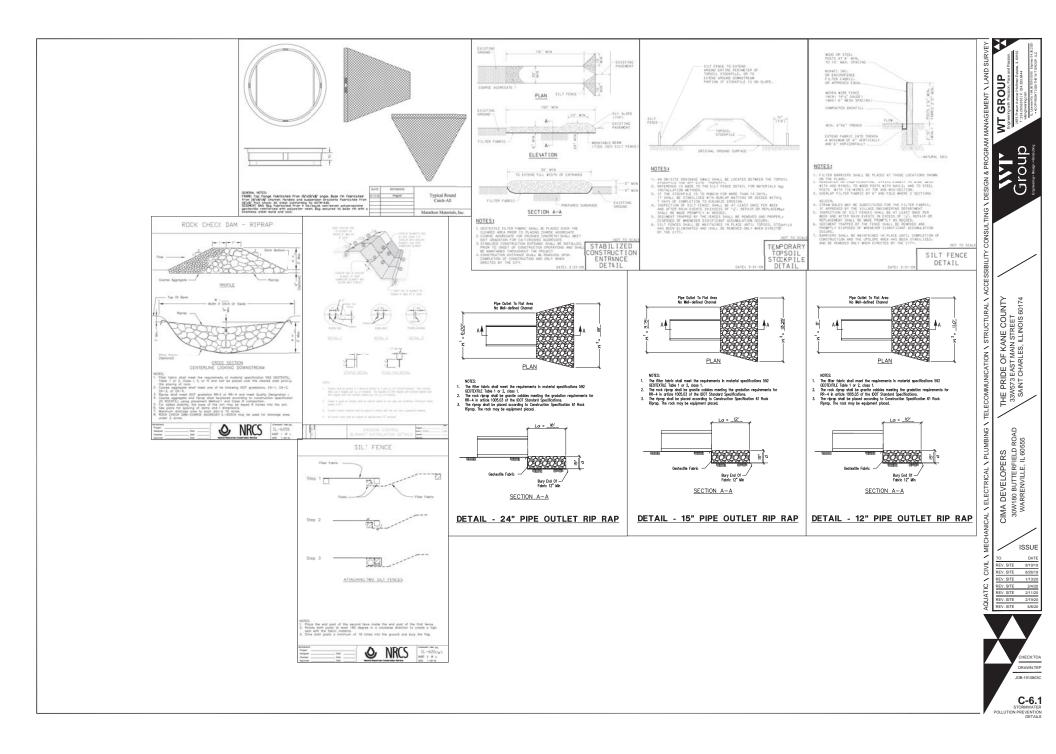












#### GENERAL NOTES

- I. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE FOLLOWIN I.I. ILLINOIS DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION." LATEST EDITION.
- "STANDARD SPECIFICATIONS FOR WATER AND SEMER CONSTRUCTION IN ILLINOIS" LATEST EDITION.
- 1.3. "ILLINOIS URBAN MANUAL," LATEST EDITION
- 1.4. BUILDING CODES AND ORDINANCES OF THE LOCAL GOVERNING AUTHORITIES.
- 15. UNITED STATES DEPARTMENT OF LABOR OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REGULATIONS, 24 CFR PART 1426, "SAFETY AND HEALTH RESULATIONS FOR CONSTRUCTION."
- L6. ILLINOIS DRAINAGE LAM.
- 17 ILLINOIS ENVIRONMENTAL BARRIERS ACT
- L&. ILLINOIS ACCESSIBILITY CODE.
- 1.4. ILLINOIS ENVIRONMENTAL PROTECTION AGENCY REQUIREMENTS
- I.I.O. TITLE 35 OF THE ILLINOIS ADMINISTRATIVE CODE.
- 10. ALL REGIRD REMITS REV HE APROPRIATE GOVERNING AGENCY(5) SHALL BE ORIVARED FOR CONFRUCTION ALONG XR ACROSE EXISTING STREETS OR DEVIABLE FOR CONFRUCTION ALONG XR ACROSE EXISTING STREETS OR DEVIABLE STREETS OR ADDITION ADDITION TO A DITIONAL DEVICES TO DEVICES SHALL BE RESOLUTION OF THE CONFRUCTION OF TRATICION. THE CONTRACTOR SHALL BE RESOLUTION FOR CONSTRUCTION OF TRATICION. REPAINS AT HIS DEPOSIT OF TO THE SANTERACTION OF THE CONFRUCTION REPAINS AT HIS DEPOSITE SOUNDER FOR AT HIS DAVID TO THE SANTERACTION OF THE REPAINS AT HIS DEPOSIT TO THE SANTERACTION OF THE GOVERNING AGENCY THE CONTRACTOR SUBJECT ON TO THE SANTERACTION OF THE GOVERNING AGENCY THE CONTRACTOR SUBJECT ON TO THE SANTERACTION OF THE GOVERNING AGENCY THE POSITION TO THE SANTERACTION OF THE GOVERNING MORE AND POSITION TO THE BLO.
- 3. CORRACTOR SHALL NOTIFY THE LOCAL BIOINEERING OR PUBLIC NORKS CONTRACTOR SHALL NOTIFY THE LOCAL BIOINEERING OR PUBLIC NORKS INFORMATION CONTRACTOR OF EARING NAME AND ADDRESS OF BIT NOT LINED TO ANY THEIR LOCAL BIE SHALL RE SHALL NORKS OF WORKS UT THE THE TO ANY THEIR LOCAL BIE SHALL RE SHALL NORKS OF WORKS UT THE THE TO ANY THEIR LOCAL BIE SHALL RE SHALL NORKS OF WORKS UT THE THE TAXAT THE ANY THE SHALL BE SHALL RE SHALL NORKS OF WORKS WITH THE TAXAT AND ADDRESS OF THE THE SHALL BE SHALL NORKS OF WORKS OF WORKS WITH THE TAXAT AND ADDRESS OF THE THE SHALL BE SHALL NORKS OF WORKS OF WORKS WITH THE TAXAT AND ADDRESS OF THE SHALL BE SHALL RE SHALL NORKS OF WORKS OF THE WORKS OF THE TAXAT ADDRESS OF THE TAXAT SHALL NO THE SHALL BE SHALL RE SHALL
- CONTRACTOR SHALL NOTIFY ALL UTLITY COMPANES (6AS, ELECTRIC, TELEPHORE, CARLE ETC.) AND THE LOCAL INMODULTY TO DETENDING THE CONTRACTOR NO MOETRIN CONTRACTOR STATES CONTRACTOR IN MOETRIN CONTRACTOR STATES (CONTRACTOR NO MOETRIN CONTRACTOR STATES) (CONTRACTOR NOT MOETRIN CONTRACTOR STATES) (CONTRACTOR OF DYNAMIS AND THE STATES) (CONTRACTOR STATES
- 5. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL PRIVATE AND PUBLIC UTILITIES EVEN THOUGH THEY MAY NOT BE SHOWN ON THE PLANE. ANY UTILITY THAY IS DAVAGED DRING CONSTRUCTION SHALL BE REPRIZED OR REPLACED BY THE CONTRACTOR AT HIS EXPENSE AND TO THE SATISFACTION OF THE UTILITY ONNER.
- 6. ALL DAGREENTS FOR DOOTING TILLITES BOTH RELLC AND PRIVATE AND UTILITIES THAT RESLD CRIGINS-CHARY ARE SHORN ON THE PLANE PREVAMED BY THE BEARERS ACCORDING TO INFORMATION AVAILABLE FROM PRELIC RECORDS OF VISIES FEED AWARDES, THE CONTROL OF AN UTILITIES FOR THE CONTROL OF VISIES FEED AWARDES, THE CONTROL OF ANALASE LET FIELD OF THESE ITILITY LIESS AND FOR THEIR RECTECTION FROM DAMAGE DIE TO CONSTRUCTION OFFEN TODIES TO ENTITIES OF ANY AWARDE ARE TONIN THESE ITILITY LIESS AND FOR THEIR RECTECTION FROM DAMAGE DIE TO CONSTRUCTION OFFEN TODIES TO ENTITIES OF ANY AWARDE ARE TONIN THE CONTRACTOR SHALL IMPEDIATELY NOTIFY THE BIGINEER SO THE CONFLICT MAY DE RESOLVED.
- ALL UTILITY CONNECTIONS TO EXISTING LINES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE RULES AND REQUILITIONS AND TO THE SATISFACTION OF THE APPLICABLE UTILITY OWNER(9).
- 8. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS, COORDINATES AND ELEVATIONS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION AND SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES SO THE CONFLICT MAY BE RESOLVED.
- ALL PROPERTY MARKERS AND REFERENCE MARKERS SHALL BE CAREFULLY PRESERVED DURING CONSTRUCTION UNTL. THER LOCATION HAS BEEN WITNESSED OR OTHERWISE TIED IN BY AN AUTHORIZED AGENT OR PROPESSIONALLY LICENSED SURVEYOR.
- IO. THE SAFE AND ORDERLY PASSAGE OF TRAFFIC AND PEDESTRIANS SHALL BE PROVIDED WHERE CONSTRUCTION OPERATIONS ABUT PUBLIC THROUGH-FARES AND ADJACENT RPOOPERTY.
- ALL AREAS DISTURBED BY THE GENERAL CONTRACTOR OR SUB-CONTRACTORS SHALL BE RETURNED TO THE ORIGINAL CONDITIONS OR BETTER, EXCEPT WHERE PROPOSED CONSTRUCTION IS INDICATED ON THE PLANS.
- 12. NO BURNING OR INCINERATION OF RUBBISH WILL BE PERMITTED ON SITE.
- B. RUDG TO INTUL, ACCOPTIALS OF THE OWNERS) ADDRESS ACOMENIS AUROSTY, ALL ROCK SALL DE RESCUEST ADDRESS OF DITIE OWNER ADD MACIPALITY EMMERSION OF RESCUEST ADDRESS OF THE OWNER/ ADD MACIPALITY EMMERSION OF A PRODUCT OF EMMERSION OF THE OWNER/ ADDRESS OF ADDRESS OF A RESCUEST ADDRESS OF THE OWNER/ ADDRESS OF ADDRESS OF A RESCUEST ADDRESS OF THE OWNER/ ADDRESS OF ADDRESS OF ADDRESS OF THE OWNER ADDRESS THAT PRODUCTION IN MATERIAL OR KODEWAGEP OF THE ADDRESS THAT PRODUCTION INTEL INVEL ACCOMPACE IS MADE.
- I4. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING SAFE AND ADEQUATE WORKING CONDITIONS THROUGHOUT THE DURATION OF CONSTRUCTION OF THE PROPOSED IMPROVEMENTS.
- CONTRACTOR SHALL KEEP THE PUBLIC STREET PAVEMENTS CLEAN OF DIRT AND DEBRIS AND, WHEN NECESSARY, CLEAN PAVEMENTS AT THE END OF EACH WORKING PAY.
- ALL CONSTRUCTION STAKING, SCHEDULING AND PAYMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.
- THREE (3) ORIGINAL COPIES OF ALL SHOP DRAWINGS SHALL BE SUBMITTED TO THE ENGINEER FOR (BUT NOT LIMITED TO) THE FOLLOWING ITEMS:
- 17.1. ASPHALT PAVEMENT MIX DESIGN
- 17.2. CONCRETE MIX DESIGN
- 17.3. GRANULAR MATERIAL GRADATION
- 17.4. PRECAST CONCRETE STRUCTURES (MANHOLES, INLETS, CATCH BASINS, VAULTS, ETC.)
- 17.5. WATER MAIN MATERIALS (VALVES, FIRE HYDRANTS, ETC.)
- IB. AFTER COMPLETION OF THE PROPOSED IMPROVEMENTS AND WHEN REQUIRED BY THE GOVERNING AUTHORITY(S), CONTRACTOR SHALL PROVIDE THE OWNER AND ENSINEER WITH AS-BUILT AND/OR RECORD PAYAHIOS, SHORED AND SHALLED BY A PROPENSIONALLY LICENSED ENSINEER OR SURVEYOR AND SHALL INCLUDE AT A HINNAM (WHERE APPLICABLE TO THE SCOPE OF HORS) THE POLLONING ITEMS.
- 19.1 TOPOGRAPHY AND SPOT GRADE ELEVATIONS OF ALL PROPOSED PERMANENT SITE FEATURES INCLUDING ANY STORM MATER FACILITIES OR MODIFICATIONS TO EXISTING STORM WATER FACILITIES.
- 19.2 HORIZONTAL AND VERTICAL LOCATION AND ALIGNMENT OF ALL PROPOSED ROADWAYS, PARKING LOTS, UTILITIES, BUILDINGG OR OTHER PERMANENT SITE FEATURES.
- 19.3 RIM AND INVERT AND/OR TOP OF PIPE ELEVATIONS FOR ALL PROPOSED UTILITIES.
- 14.4 AS-BUILT AND/OR RECORD DRAVING INFORMATION SHALL BE SHOWN ON THE APPROVED ENGINEERING PLANS ISSUED FOR CONSTRUCTION, MAY AND ALL DEVATIONS FROM THESE APPROVED PLANS SHALL BE SHOWN BY HEAKS OF STRIKING THEOLOH THE PROPOSED INFORMATION AND CLEARLY INDICATING THE AS-BUILT LOCATIONS ON ELEVATIONS ON THE APPLICABLE PLAN SHEET.

#### SITE GRADING AND PAVING

- EARTH ESCANTION HALL INCLIFE CLARING STREPTIS AND STOCKTURES TOPSIDL, REVOING INSULTANE INTERNELS, CONTRACTION OF DEMARCHINS, KALSTROCTIKAL FILLS FINAL SHAPES AND TRACKING TO THE DEMARCHINS, KALSTROCTIKAL FILLS FINAL SHAPES AND THE PROJECT IN ACCORDANCE INTET THE PARL AND STREPTIS STOCKTON ANTERNA SHALL INDERSORID ON THICK AND STREET OF THE PROJECT DEPRESENTATION IN THE FIELD.
- EXCAVATED TOPSOIL SHALL BE STOCKPILED ON THE SITE IN AREAS DESIGNATED BY THE PROJECT ENGINEER WITL SUCH THE THAT THIS TOPSOIL CAN BE USED FOR THALL GRADUIS. UNLESS OTHERWISE NOTE ON THE PLANS A MINIMM OF 6° TOPSOIL RE-SPREAD AND SEEDING FOR ALL DISTURBED AREAS IS REQUIRED.
- THE SULS INVESTIGATION REPORT FOR THE SITE AND ALL ADDRIDA THESITE AND ARE SERVICITING DOCUMENTS FOR THIS FROM THE ADD. THE SULS INVESTIGATION REPORT FOR THIS FROM THIS FOR THIS FOR ADDRIVE TO THESE CONSTRUCTION NOTES THE PREPERTICE AND SHALL BE FOLLOWED BY ALL CONTRACTORS. THE GRADING OPERATIONS ARE TO BE CLOSELY SERVICED AND INTERCTION FOR THE PREPERTICE AND SHALL BE FOLLOWED BY ALL CONTRACTORS. THE GRADING OPERATIONS ARE TO BE CLOSELY SERVICED AND INTERCTION FOR THE PREPERTICE AND THE REPORT, OF DIAL PADS, BY A SOLIS BINISTERY OR HIS REPORTANCE FIRSTER CONTINUES CONTINUES TO THE PREPERTICE AND THE THE ADDR BENGERER ISSUES A REVIEW STATEMENT THAT THE AREA IN GREETICH HAS BEEN SATISFACTORY. THE PARENCE MAY THE AREA IN CARSING HAS BEEN SATISFACTORY. THE PARENCE MAY THE AREA IN CARSING HAS
- ALL TESTINS, INSPECTION AND SUPERVISION OF SOIL QUALITY, INSUITABLE SOIL REMOVAL AND ITS REPLACEMENT AND OTHER SOILS RELATED OPERATIONS SHALL BE ENTRELLY THE RESPONSIBILITY OF THE CONTRACTOR.
- THE CONTRACTOR SHALL USE CARE IN GRADING NEAR TREES, SHRUBS, AND BUSHES WHICH ARE NOT NOTED TO BE REMOVED SO AS NOT TO CAUSE INJURY TO ROOTS OR TRUNKS.
- THE CONTRACTOR SHALL USE CARE IN GRADING OR EXCAVATING NEAR ANY AND ALL EXISTING ITENS WHICH ARE NOT INDICATED TO BE REMOVED. ANY DAMAGE DOME TO THESE EXISTING ITENS BY THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED AT HIS OWN EXPENSE.
- REMOVED DRIVEWAY PAVEMENT, SIDEWALK, CURBS, TREES AND STUMPS SHALL BE DISPOSED OF LEGALLY OFF-SITE AT LOCATIONS DETERMINED BY THE CONTRACTOR.
- ON AND OFF SITE PAVING AND CURBS TO REMAIN SHALL BE PROTECTED FROM DAMAGE, AND, TE DAMAGED SHALL BE REFLACED FROMFLY TO MEET STATE AND ACCOUNT AND ARD SPECIFICATIONS IN MATERIALS AND
- IO. PROPOSED ELEVATIONS INDICATE FINISHED GRADE CONDITIONS. FOR ROUSH GRADING ELEVATIONS ALLOW FOR THE THICKNESS OF THE PROPOSED PAVING (ROADS, WALKS, DRIVE, ETC.) SECTION OR TOPSOIL AS INDICATED ON THE PLANS.
- CONTRACTOR SHALL PROVIDE SMOOTH VERTICAL CURVES THROUGH THE HIGH AND LOW POINTS INDICATED BY SPOT ELEVATIONS ON THE PLANS. CONTRACTOR SHALL PROVIDE INFORM SLOPES BETWEEN NEW AND EXISTING GRADES AND AVOID ANY RIDGES AND/OR DEPRESIONS.
- ALL PROPOSED GRADING, PAVEMENT, APRONS, CURBS, WALKS, ETC. SHALL MATCH EXISTING GRADES FLUSH.
- ALL EXISTING AND PROPOSED TOP OF FRAME ELEVATIONS FOR STORM, SANITARY, WATER AND OTHER UTILITY STRUCTURES SHALL BE ADJISTED TO MEET FINISHED GRADE WITHIN THE PROJECT LIMITS.
- 14. ALL CONCRETE POURED SHALL BE:
- 14.1. MINIMUM COMPRESSIVE STRENGTH: 14.1.1. 3500 P.S.I. AT 14 DAYS (PER I.D.O.T.) 14.1.2. 4500 P.S.I. AT 26 DAYS (PER A.C.I.)
- 14.2. MAX WATER-GEMENTITIOUS MATERIALS RATIO: 0.44 (AIR-ENTRAINED) 14.3. AIR CONTENT: 6%, \*/- 1.5% AT POINT OF DELIVERY FOR EXPOSED CONCRETE
- IS. WHEN FIBER MESH REINFORCEMENT IS SPECIFIED, IT SHALL CONSIST OF FIBRINATED POLYTROPHLERE FIBERS BUSINEERED AND DESIGNED FOR USE IN CONCEPTE PAYEMENT, COMPUTING WITH ASHI'L OIL (1) TO 1, 10:045 LONG, FIBERS SHALL BE UNFORMLY DISPERSED IN THE CONCEPT MIXINE AT THE MARKACHARGEN BECOMPLETE ARTE, BUT NOT LESS THAN IS LED / COL THE MARKACHARGEN BECOMPLETE ARTE, BUT NOT LESS THAN IS LED / COL CONCEPTENT OF THE CONCEPT AND THE CONCEPT MICH AND THE CONCEPT MICH AND THE MARKACHARGEN BECOMPLETE ARTE, BUT NOT LESS THAN IS LED / COL CONCEPTENT OF THE CONCEPTENT OF THE CONCEPT MICH AND THE CONCEPT MICH AND THE MARKACHARGEN BECOMPLETE ARTE, BUT NOT LESS THAN IS LED / COL CONCEPTENT OF THE CONCEP
- I6. THE GRADING AND CONSTRUCTION OF THE PROPOSED PAVEMENT IMPROVEMENTS SHALL NOT CAUSE PORDING OF STORM MATER. ALL AREAS ADJACENT TO THESE IMPROVEMENTS SHALL BE GRADED TO ALLOW POSITIVE DRAINAGE AND MATCH EXISTING GRADES FLUSH.
- IT. CONTRACTOR SHALL ENSURE POSITIVE SITE DRAINAGE AT THE END OF EACH NORKING DAY DRING CONSTRUCTION OPERATIONS, FAILURE TO PROVIDE ADEGUATE DRAINAGE HILL PRECLUID THE CONTRACTOR FROM ANY POSSIBLE COMPENSATION REQUESTED DUE TO DELAYS OR INSUITABLE MATERIALS CREATED DAS A RESULT.
- 16. DRIVEWAYS SHALL BE CONSTRUCTED SO AS NOT TO IMPEDE THE SURFACE DRAINAGE SYSTEM.
- IA. TRAFFIC CONTROL DEVICES SHALL BE IN CONFORMANCE WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION STANDARDS AND SHALL BE INSTALLED AND PROVIDED HHBEVER CONSTRUCTION FOR UTILITIES ARE WITHIN STREET AREAS, APPLICABLE ORDINANCES OF THE MANCIPALITY, COMMY OR STATE SHALL ASS GOVERN THE TRAFFIC CONTROL REGULTIONIST.

#### WATER MAINS AND SEWERS HORIZONTAL SEPARATION REQUIREMENTS

- WATER MAINS SHALL BE LOCATED AT LEAST TEN (IO) FEET HORIZONTALLY FROM ANY EXISTING OR PROPOSED DRAIN, STORM SEMER, SANITARY SEMER, COMBINED SEMER, OR SEVER SERVICE CONNECTION.
- 2. WATER MAINS MAY BE LOCATED CLOSER THAN TEN (10) FEET TO A SEMER LINE WHEN:
- 2.I. LOCAL CONDITIONS PREVENT A LATERAL SEPARATION OF TEN (IO) FEET;
- 2.2. THE WATER MAIN INVERT IS AT LEAST EIGHTEEN (18) INCHES ABOVE THE CROWN OF THE SEMER; AND
- THE WATER MAIN IS EITHER IN A SEPARATE TRENCH OR IN THE SAME TRENCH ON AN UNDISTURBED EARTH SHELF LOCATED TO ONE SIDE OF THE SEVER.
- 3. WEN IT IS INPOSSIBLE TO MEET U OR 2J ABOVE BOTH THE MATER MAIN AND DRAIN OR SERVER WALL BE CONSTRUCTED OF SLIP-ON OR BECKLIGAL JOHN PRE-SITESSED CONCRETE IPPL, OR IV/O, IPPE CONVLIPTIO TO MATTRE MAIN STADARDS OF CONSTRUCTION, THE DRAIN OR SERVER WALL BE PRESSURE TENET DR OF THE MAXIMUM DEVICETED SURCHARGE HEAD FRUCH THE PRE-SITESSURE HAVAINAN DEVICETED SURCHARGE HEAD FRUCH THE STADARDS OF CONSTRUCTION. THE DRAIN OR SERVER WALL BE PRESSURE TENET DR OF THE MAXIMUM DEVICETED SURCHARGE HEAD FRUCH TO STADARDS OF CONSTRUCTION. THE DRAIN OF SERVER SHALL BE PRESSURE TENET DR OF THE MAXIMUM DEVICETED SURCHARGE HEAD FRUCH TO STADARDS OF CONSTRUCTION. THE DRAIN OF SERVER SHALL BE PRESSURE TENET DR OF SURCE AND ADDR OF SERVER SHALL BE PRESSURE TENET DR OF SERVER SHALL BE CONSTRUCTION. THE DRAIN OF SERVER SHALL BE PRESSURE TENET DR OF SERVER SHALL BE ADDR OF SERVER SHALL BE PRESSURE TENET DR OF SERVER SHALL BE PRESSURE TO THE SERVER SHALL BE PRESSURE TENET DR OF SERVER SHALL BE PRESSURE TO THE DR OF SERVER SHALL BE PRESSURE TENET DR OF SERVER SHALL BE PRESSURE TENET SHALL BE PRESSURE TENET DR OF SERVER SHALL BE PRESSURE TENET SHALL BE PRESSURE TENET DR OF SERVER SHALL BE PRESSURE TENET SHALL BE PRESSURE TENET DR OF SERVER SHALL BE PRESSURE TENET SHALL BE PRESSURE TENET DR OF SERVER SHALL BE PRESSURE TENET SHALL BE PRESSURE TENET DR OF SERVER SHALL BE PRESSURE TENET SHALL BE PRESSURE

#### SANITARY SEWERS

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THE PRIDE OF KANE COUNTY 33W573 EAST MAIN STREET SAINT CHARLES, ILLINOIS 60174

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WATER SERVICES AND CONNECTIONS

L WATER SERVICE PIPE AND STRUCTURES SHALL BE FURNISHED AND STALLED IN ACCORDANCE WITH DIVISION IV OF THE "STANDARD ECIFICATIONS."

ALL WATER SERVICE LINES 2" IN DIAMETER OR SMALLER SHALL BE TYPE K" COPPER TUBING CONFORMING TO ASTM B-26-30. NO COUPLINGS SHALL BE PERMITTED BETWEEN THE CORPORATION AND CURB STOPS OR BETWEEN THE CURB STOP AND THE BUILDING.

ALL WATER SERVICE FITTINGS INCLUDING CORPORATION STOPS, SERVICE BOXES AND BUFFALD BOXES SHALL BE AS MANUFACTURED BY THE MUELLER COMPANY OR APPROVED EQUAL.

. SERVICE BOXES SHALL BE OF SUFFICIENT LENGTH TO PERMIT THE TOP TO BE INSTALLED FLUSH NITH THE FINISHED GRADE. EACH SERVICE BOX SHALL BE PROVIDED WITH A CAPE WITH THE WORD WATER' CAST IN THE TOP.

ALL VALVES, VALVE BOXES OR VAULTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE PROVISIONS OF DIVISION IV, SECTION 44 OF "THE STANDARD SPECIFICATIONS."

VALVES SHALL BE AMERICAN FLOW CONTROL SERIES 2500 DUCTLE IRON RESILIENT SEAT EPOXY COATED NEDSE VALVES OR APPROVED EQUAL.

ALL PRESSURE CONNECTIONS TO THE EXISTING WATER MAIN SHALL BE CONSTRUCTED IN ACCORDANCE WITH SECTION 46 OF THE "STANDARD SPECIFICATIONS" AND SHALL INCLUDE THE INSTALLATION OF A FULL STANLESS STEEL TAPPING SADDLE.

ALL VALVES SHALL BE INSTALLED IN VALVE VAULTS HAVING A MINIMAM DIAMETER OF FIVE (5) FIET BELOW THE PRECAST CONCRETE CORE SECTION. THE VAULTS SHALL BE CONFINCTED OF PRECAST CONCRETE SECTIONS AND SHALL CONFORM TO THE DETAILS SPECIFIED ON THE PLANS. ALL VALVE VAULTS SHALL BE LEAK PROCF.

ALL TEMPORARY CONNECTIONS FOR CONSTRUCTION PURPOSES TO NEWLY INSTALLED OR EXISTING WATER MAINS SHALL BE MADE AND METERED IN ACCORDANCE WITH LOCAL REQUIREMENTS.

IO. ALL REQUIRED RIM ADJUSTMENTS SHALL BE MADE WITH PRECAST CONCRETE ADJUSTING RINGS NOT TO EXCEED A MAXIMM OF BIGHT (8) INCHES IN OVERALL HEIGHT, A MAXIMM OF THO (2) ADJUSTING RINGS ARE ALLOWED. BUTTLROPE JOINT SEALANT SHALL BE USED ON ALL JOINTS BETWEEN THE PRECAST ELIMENTS.

WATER MAINS AND SEWERS VERTICAL SEPARATION REQUIREMENTS

HATE WAINS SHALL BE SEPARATED FROM A SOPER SO THAT ITS INTERT IS A INTERNA OF BOTTERN (A) KARES ADAD THE CARAN OF THE DRAIN AS SOPER WEEKE OF WAITS HAVE CARASS STORY SOPERS, SANTARY SOPERS, OR WAITS AND THE SANTARY SOPERS AND THE CARAS AND THE SANTARY SOPERS, OR WAITS AND THE SANTARY SOPERS AND THE SANTARY SOPERS, OR WAITS AND THE SANTARY AND THE WAITS HAVE LOCATED THINK THE (A) THE AND THE SANTARY AND THE SANTARY SOPERS AND THE SANTARY SOPERS AND THE SANTARY SOPERS AND THE SANTARY SOPERATION AND

2. BOTH THE WATER MAIN AND SEMER SHALL BE CONSTRUCTED OF SLIP-ON OR MECHANICAL JOINT CAST OR DUCTLE IRON PIPE, ASBESTOS-CEMENT PRESSURE PIPE, PRE-STRESSED, CONCRETE PIPE, OR PVC PIPE EQUIVALENT TO WATER MAIN STANDARDS OF CONSTRUCTION WHEN.

2.1. IT IS IMPOSSIBLE TO OBTAIN THE PROPER VERTICAL SEPARATION AS DESCRIBED IN I ABOVE; OR

3. A VERTICAL SEPARATION OF EIGHTEEN (IA) INCHES BETWEEN THE INVERT OF THE SEVER OR DRAIN AND THE CAONN OF THE WATER MAIN SHALL BE SEVER OR DRAIN AND THE CAONN OF THE WATER MAIN SHALL BE DRAIN INCHES AND A SEVEN ON THE PLANS OR AS APPROVED BY THE ENGINEER MAIN AS SHOW ON THE PLANS OR AS APPROVED BY THE ENGINEER.

CONSTRUCTION SHALL EXTEND ON EACH SIDE OF THE CROSSING UNTIL THE PERPENDICULAR DISTANCE FROM THE WATER MAIN TO THE SEVER OR DRAIN LINE IS AT LEAST TEN (10) FEET.

ALL STORM SEVER CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE STARAPOD SPECIFICATIONS FOR MATER AND SPERE CONSTRUCTION IN ILLINOS; TRANSPORTATION IN STARAPOD SPECIFICATIONS FOR ACOM AND BEDGE CONSTRUCTION, LATEST EDITION (TIDOT STARAPOD SPECIFICATIONS), ANY SPECIAL REVONSION, BRUTSE ON THE PLANA, AND IN ACCOMMACE INTH THE COSES AND ORDINANCES OF THE GOVERNIA AUTORITIES, IN CASE OF CORFLICT, THE MORE STRINGENT COST SHALL TACE PRECEDENCE.

ALL STORM SEVER PIPE AND STRUCTURES SHALL BE FURNISHED AND INSTALLED IN ACCORDANCE WITH DIVISION V OF THE "STANDARD SPECIFICATIONS" AND DIVISIONS 500 AND 600 OF THE "IDDI STANDARD SPECIFICATIONS".

ALL RCP STORM SEVER PIPE 12" IN DIAMETER AND LARGER SHALL BE REINFORCED CONCRETE PIPE, CLASS IV, PER ASTM C-76 WITH FLEXIBLE (O-RING) ASARCT JOINTS IN CONFORMANCE WITH ASTM C-448 AND SECTION 31-LOG OF THE "STANDARD SPECIFICATIONS". ALL IO' DIAMETER RCP STORM SEVER PIPE SHALL BE REINFORCED CONCRETE PIPE (LASS V.

ALL HOPE STORM SPIRE PIPE SHALL BE RIGID HIGH DENSITY POLYETHYLENE PIPE WTH CORRUGATED EXTERIOR AND SMOOTH NITEROCK HETING ADMITO H-284, TYPE ON THE PIPE WITH OATING OAKTING THE SHALL HALT OK ON THE PIPE WITH OATING OAKTINE SHALL HALT OK SHALL HET OK EXCEED THAT OF PXC SOR 20 MTH PISH-ON JOINTS, ALL HOPE STORM SEVER PIPE SHALL OKLY DE FOR PRIVATE USE.

ALL PVC STORM SEVER PIPE SHALL BE POLYVINYL CHLORIDE SDR 26 PIPE PER ASTM D-8034 MITH MATERTIGHT JOINTS CONFORMING TO ASTM D-3212, UNLESS OTHERWISE MOTES.

ALL STORM SEMERS MUST BE PLACED ON PROPERLY COMPACTED STONE

6.2. TRENCH BACKFILL MATERIAL SHALL BE PLACED AND COMPACTED TO A MINIMUM OF 495% HODIFIED PROCTOR DENSITY, FER ASTM P-1857, OVER ALL STORM SEMERS WHICH ARE CONSTRUCTED INDER, OR WITHIN TWO (2) FEET OF, ANY PROFOSED OR EXISTING FAVENENT, PARKING LOTS OR SIDEMALKS.

ALL REQUIRED STORM STRUCTURE RIM ADJISTMENTS SHALL BE MADE NITH PRECAST CONCRETE ADJISTING RINGS NOT TO EXCEED A MAXIMM OF ELGHT (8) INCHES IN OVERALL HEGHT, MAXIMM OF THO (2) ADJISTING RINGS ARE ALLORED BUTTROPE JOINT SEALANT SHALL BE USED ON ALL JOINTS BETWEEN THE PRECAST ELEMENTS.

PRECIDE LEPERTS. 6. ALT HED THE BROATSEED DARING CONSTRUCTION OPERATIONS SHALL BE CONSIGNED TO THE RROPSEED STORM GENER SYSTEM OR EXTENSED TO CATLET INCO A RECORDED DARIANGE MAY IF THIS CANNET HAR CONSETURIED. THE CANNET AND PRIVING THE STORM CONSTRUCTION OF THE ORIGINAL LINE AND PRIVING ACCOUNT OF THE CANNET AND A RECORD THE DE CONSTRUCT OF THE PROJECT ONE OF THE PRIVING CONSTRUCT A RECORD THE CONSTRUCT OF THE PROJECT ONE OF THE CANNET ON THE RECORD DEVELOS.

ALL DIVISION DE CARDINAL SHALL BE ANNUMA OF FOR (A) INCESS INCENTION OF THE BEDDING MATERIAL SHALL BE A MINIMA OF FOR (A) INCESS INCENTION MODER THE BARREL OF THE PIPE AND FOR FVOL PIPE METAL SHALL BE EXTENDED A MINIMAN OF ICLE OVER THE FOR OF OF THE PIPE PER ASTM D-2321. PIPE BEDDING MATERIAL SHALL BE CAUSED GRAVEL OR STORE MEETING IDOT GRADATION CA-1, CA-11 OR CA-13.

ALL STORM SERIER TRENCH EXCAVATIONS AND PIPE FOUNDATION, BEDDING / HAINCHING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF DIVISION II OF THE "STANDARD SPECIFICATIONS."

6.1.

STORM SEWERS

2.2. THE WATER MAIN PASSES UNDER A SEWER OR DRAIN

- ALL SANTARY SPORE ADDITION SHULD WE ALL ADDITION SHULD AND ADDITION SHULD ADDITIO
- ALL SANITARY SERVER PIPE AND STRUCTURES SHALL BE FURNISHED AND INSTALLED IN ACCORDANCE WITH DIVISION III OF THE "STANDARD SPECIFICATIONS."
- ALL SANITARY SERIER PIPE SHALL BE POLYVINYL CHLORIDE (PVC) SDR 26 PIPE PER ASTM D-3034 WITH WATERTICHT JOINTS CONFORMING TO ASTM D-3212, UNLESS OTHERWISE NOTED.
- 3.I. WHERE SANITARY SEVER PIPE IS NOTED AS PVC C-400, THE PIPE SHALL BE IN ACCORDANCE WITH AVERICAN WATER WORKS ASSOCIATION (AWAW) C-400 WITH WATERTIGHT, PRESSURE RATED JOINTS CONFORMING TO ASTM D-3134.
- SANITARY SEVER CONSTRUCTION SHALL COMMENCE AT THE EXISTING MANHOLE(S) AND/OR CONNECTION POINT(S) INDICATED ON THE PLANS.
- 4.1. A NATERTIGHT PLUG SHALL BE INSTALLED AND LEFT IN PLACE AT THE POINT OF COMMENCEMENT WITH THE REMAINDER OF THE PROPOSED SEMES HAVE BEEN CONSTRUCTED, PROPERLY TESTED AND DEEMED READY FOR FINAL ACCEPTANCE.
- ALL SANTARY SEVER TRENCH EXCAVATIONS AND PIPE FOUNDATION, BEDDING AND HAUNCHING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF DIVISION II OF THE "STANDARD SPECIFICATIONS."
- 5.1. ALL SANITARY SENERS MIST BE PLACED ON PROPERLY CONPACTED STORE DEDTING, IMPERDAL SHALL BE A MINIMA OF FUR SHALL BE A MINIMA OF FUR MISTERIA, SHALL BE CHRORED A MINIMA OF IC'S OVER THE FOR OF THE PHPE PER ASTIM JOINT AND ADD A MINIMA OF IC'S OVER THE FOR OF THE PHPE PER ASTIM JOINT AND ADD AND ADD ADD ADD ADD ADD ADD GRAVEL DC STORE METINE DOT GRADATION CA-ID CR CA-ID.
- 5.2. TRENCH BACKFILL MATERIAL SHALL BE PLACED AND COMPACTED TO A MINIMM OF 958 MODIFIED PROCTOR DENSITY, FER ASTM D-1957, OVER ALL SANTARY SENERS WHICH ARE CONSTRUCTED UNDER, OR NITHIN TWO (2) FEET OF, ANY PROPOSED OR EXISTING PAYEMENT, PARKING LOTS OR SUBPALKS.
- DISPARS. I TE CONTRUCTOR IS REQUIRED TO RECORD THE LOCATION TALL SPRENS I TE CONTRUCTOR IS REQUIRED TO RECORD THE LOCATION AT ALL SPRENS REPRESENTATIVE. THE CONTRACTOR SHALL LOCATE ALL SPRENS BY HAUGEBEENTS TO LOT CORRECT OR SHALL LOCATE ALL SPRENS TO HAUGEBEENTS TO LOT CORRECT OR CONTRET REPAINED STIT FEATURE AND ANOTOR OWERS REPRESENTATIVE LIVEN FOR LOCATE STITUTION. THIS INFORMATION SHALL ALSO INCLUDE THE DETIL TO POLY SPACE AT THE REPORTS IN LOCATED VILLIANCE INCLUDERED AS A RESULT OF THE REPORTS INCLUDENT DIAL ADDITIONAL COSTS INICIDANE INCLUDERED AS A RESULT OF THE INFORMATION LOCATED VILLIANCE INCLUDERED AS A RESULT OF THE INFORMATION.
- ALL SANTARY SEVER MANHOLES SHALL BE PRECAST CONCRETE AND SHALL BE FURNISHED AND INSTALLED IN ACCORDANCE WITH THE APPLICABLE PORTIONS OF DIVISION III, SECTION 32 OF THE "STANDARD SPECIFICATIONS" AND THE DETAILS IN THE PLANS.
- ALL REQUIRED MANAGLE RIM ADJISTIMENTS SHALL BE MADE NTH PRECAST CONCRETE ADJISTING RINGS NOT TO EXCEED A MAXIMM OF EIGHT (8) INCRES IN OVERALL REGIST, A MAXIMM OF TWO (2) ADJISTING RINGS ARE ALLONED. BUTTLROPE JOINT SEALANT SHALL BE USED ON ALL JOINTS DETWEEN THE PRECAST EXPENTIS.
- AFTER FINAL ADJISTMENTS HAVE BEEN MADE, ALL JOINTS IN PRECAST STRUCTURES SHALL BE MORTARED. THE MORTAR SHALL BE COMPOSED OF ORE (I) PART CEMENT TO THREE (3) PARTS SAND, BY VOLUME, BASED ON DRY MATERIALS, AND SHALL BE THOROUGHLY WETTED BEFORE LAYING.
- IO. WHEN CONNECTING TO AN EXISTING SEVER MAIN BY MEANS OTHER THAN AN EXISTING INTE, TEE, OR MANHOLE, THE FOLLOWING METHOD SHALL BE USED:
- IO.I. CIRCULAR SAM-CUT OF SEVER MAIN BY PROPER TOOLS (SEVER-TAP) MACHINE OR SIMILAR) AND PROPER INSTALLATION OF HUB-MYE SADDLE OR HUB-TEE SADDLE.
- ALL FLOOR DRAINS SHALL BE CONNECTED TO THE SANITARY SEVER. ALL FOOTING DRAINS AND DOWNSPOITS SHALL DISCHARGE ONTO THE GROWD OR INTO THE STORM SEVER SYSTEM AS INDICATED ON THE DRAVINGS.
- 12. UPON COMPLETION OF THE SANITARY SEVER CONSTRUCTION, INCLUDING THE SERVICE LINES, ALL SENERS SHALL BE TESTED IN ACCORDANCE WITH SECTIONS 31-12 AND 31-13 OF THE "STANDARD SPECIFIC/CATCHS" NOD WITESSEED BY THE LOCAL GOVERNING AUTHORITY OR AUTHORIZED REPRESENTATIVE.

### WATER MAINS

- WATER MAILER IN ACCORDANCE HITH HE 51 ALD NOT MATCH HAN ACCORDANCE HITH HE 51 ADDARD SPECIFICATION FOR HATER AND SPECE CONTINUES AND LLINOS'S LATER THAN ACCORDING FOR HATER AND SPECE CONTINUES ADDARD SPECIFICATION (STATEMARK) SPECIFICATION IN LLINOS'S HATER HAN ACCORDING AND SPECIFICATION OF ADDARD SPECIFICATION (STATEMARK) ADDARD SPECIF

- ALL WATER MAINS MOST BE FLACED ON PROPERTY COMPACTED STORE BECOME, PRESEDONE MATERIAL, VIALUE AL MAINMON OF FOR (4) INCLES THICK MURCH THE BARREL OF THE PREI PRE BEDONE MATERIAL CALL OR CALLS. CALL OR CALLS. INTERCH BACKFLLL MATERIAL, SHALL BE PLACED AND COMPACTED TO A MINIMUM OF GRAD KOOTEED PROCING DEBITI, FER AND MOSTING TO ALL WATER MAINS (HIGH ARE CONSTRUCTED MORES OR WITHIN TO (2) BEET OR ANT PROCEED OR DESIGNER AND MORES (LOT ROCK) 62 TREN

## STORMWATER POLLUTION PREVENTION NOTES

- PREVENTION NOTES
  1. COPES OF THE APPROVED STORE HATE POLICIDE REVENTION FLASS
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- 12. CONTRACTORS SHALL MININATE DARE LAKITI SURFACES DURING SALL DISTRUMENT REALS SULLID DE SECTEO DAS SOCIEDE VITIEN INREE (3) DATS OF FINAL, DISTRUMACE, ON STRUMENT, DISTRUMACE, ON CONTRES, DRAMACE STRUCTURES, OR DISTRUMENT, DISTR

## SOIL EROSION AND SEDIMENT CONTROL CONSTRUCTION SCHEDULE

OBTAIN NEDES AND OTHER APPLICABLE SITE PERMITS AND REVIEW PROJECTS STORMANTER POLLITION PREVENTION PLAN (SMEPP), CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING AND UPDATING THE SMEPP THROUGHOUT THE DIRATION OF CONSTRUCTION AS NECESSARY UNTIL FINAL SITE STABILIZATION IS ACHIEVED

- 2. INSTALL STABILIZED CONSTRUCTION ENTRANCE.
- 3. INSTALL PERIMETER SEDIMENT CONTROL MEASURES (E.G. SILT FENCE).
- 4. INSTALL PROTECTION DEVICES FOR EXISTING DRAINAGE INLET AND OUTLET
- 5. Explored Stopewarts POLLING REN PROVIDE STE INSPECTIONS ON A VERSIL POST TANDA SAN THINT INSPECTION CASE OF THE EDD OF AL RANFALL POST TANK TO SO BILL OR GRANTER (OR EXAMPLE) TANDARALL ROMET TANK TO SAN THE REN PROVIDE TANK TO ALL OF THE CONSTRUCTION TANK TO SAN THE REN INSPECTION OF THE CONSTRUCTION OF THIS TANK TO BE INVALUED ALL STRUCTURAL CONTROL RENARES LOCATION FREE VENILES BITTRING RE DIT THE OVERTION ACTIONAL DEST INAUAUSET INSPECTISES DETINED IN THE OVERTION.
- IIIE SPITT. S. ALL STIE EROSION AND SEDIMENT CONTROL MEASURES AND BEST MANAGEMENT RACITLOSS BMULL BETTRE RESPONSIBILITY OF THE GREAT NAMEDIAN CONTROL STATUS STATUS AND ADDRESS AND ADDRESS DRATACINA CONSTRUCTION CERT HE STORDWATER POLLITION PREVENTION NOTES AND STORMWATER FOLLITION RESVENTION MANTENANCE SUPERAL FOR ADDITIONAL INFORMATION CONTRACTOR SHALL INASE AND SOFTLET THE REQUIRED REPAIRS WITHIN FORTI-SEGHT (4) YORDS AND SOFTLET THE REQUIRED REPAIRS WITHIN FORTI-SEGHT (4) YORDS AND SOFTLET THE REQUIRED REPAIRS WITHIN FORTI-SEGHT (4) YORDS AND SOFTLET THE REQUIRED REPAIRS WITHIN FORTI-SEGHT (4) YORDS AND SOFTLET THE REQUIRED REPAIRS WITHIN FORTI-SEGHT (4) YORDS AND SOFTLET THE REQUIRED REPAIRS WITHIN FORTI-SEGHT
- 5.2. CONTRACTOR IS RESPONSIBLE FOR INSTALLATION OF ANY ADDITIONAL STRUCTURAL CONTROL MEASURES NECESSARY TO PREVENT EROSION AND SEDIFERITATION AS DETERMINED BY THE SITE INSPECTIONS.
- 5.8. PERFORM STREET CLEANING OPERATIONS AND OTHER BEST MANAGEMENT PRACTICES AS NEEDED.
- PERFORM STECLEARING AND GRUBBING AND REMOVE EXISTING VEGETATION AS NEEDED FOR INITIAL STE GRADING OPERATIONS. VEGETATED STE AREAS THAT ARE NOT INCLUEDE NITH THE INITIAL GRADING SHALL REFAMI INDISTREED, ALL TOPSOL STOCKPILES SHALL BE SURROLNDED WITH SILT FENCE AND STRAILEDE NITHIN TREE (3) DAYS OF FORMING THE STOCKPILE 7. REMOVE ALL ITEMS NOTED FOR REMOVAL IN THE DEMOLITION PLAN.
- PERFORM ROUGH GRADING OPERATIONS, CONSTRUCT OVERFLOW ROUTES, AND STABILIZE ALL DISTURBED AREAS, INCLUDING BUT NOT LIMITED TO STEEP SLOPES, DRAINAGE CHANNELS AND SYNALES (EL: THEFORARY AND FERMARENT SEEDING, ERCISION CONTROL BLANKETS, RIP-RAP, CHECK DAVES, TEMPORARY DRAINAGE DIVERSIONS, ETC.).
- 9. INSTALL TEMPORARY CONCRETE WASHOUT FACILITY.
- IO. INSTALL BUILDING FOUNDATIONS AND BEGIN BUILDING CONSTRUCTION. II. INSTALL DETENTION SYSTEMS, STORM SEVERS AND OTHER SITE UTILITIES AND IMMEDIATELY INSTALL DRAINAGE INLET AND OUTLET PROTECTION DEVICES AS INDICATED ON THE PLANS.
- PROVIDE TEMPORARY SEEDING AND/OR MULCHING FOR ALL DISTURBED SITE AREAS THAT WILL NOT BE WORKED ON FOR MORE THAN FOURTEEN (I4) DAYS.
- INSTALL CURBS AND BEGIN SITE PAVING OPERATIONS (I.E. DRIVEWAYS, SIDEWALKS, ETC.).
- 14 COMPLETE BUILDING CONSTRUCTION AND REMAINING SITE IMPROVEMENTS
- REMOVE TEMPORARY SITE EROSION AND SEDIMENT CONTROL MEASURES WITHIN THIRTY (30) DAYS OF FINAL SITE STABILIZATION.
- I6. SUBMIT A NOTICE OF TERMINATION (N.O.T.) TO THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY UPON COMPLETION OF ALL SITE CONSTRUCTION AND FINAL STRE STABILIZATION (IE. OVER TOS VEGETATIVE COVER).

Ē ELECTRICAL \ PLUMBING \ CIMA DEVELOPERS 30W180 BUTTERFIELD ROAD WARRENVILLE, IL 60555 ~ CAL ㅎ ISSUE ₩ DA' REV. SITE 8/19/19 
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THE PRIDE OF KANE COUNTY 33W573 EAST MAIN STREET SAINT CHARLES, ILLINOIS 60174

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COMMUNICATION \

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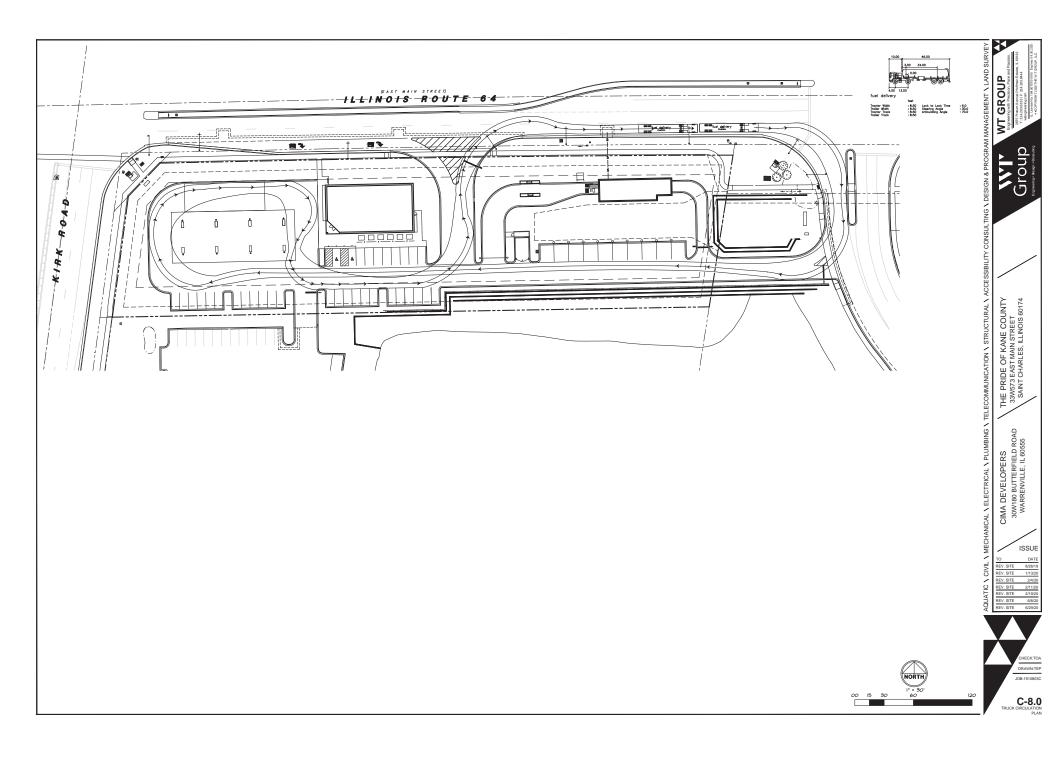
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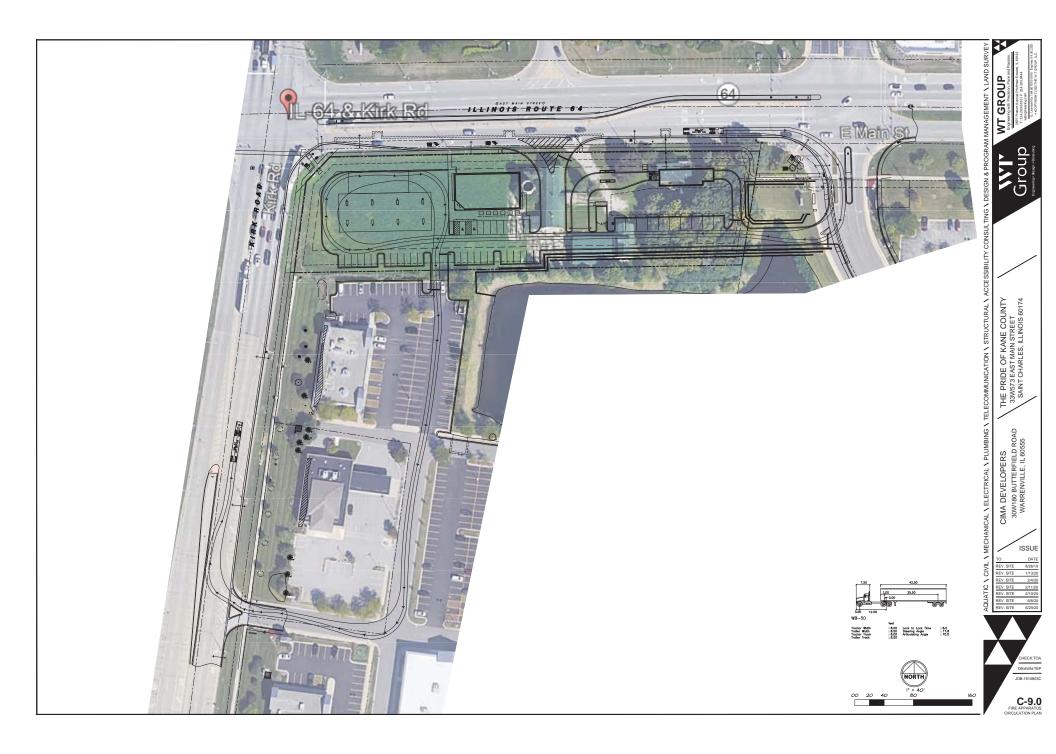
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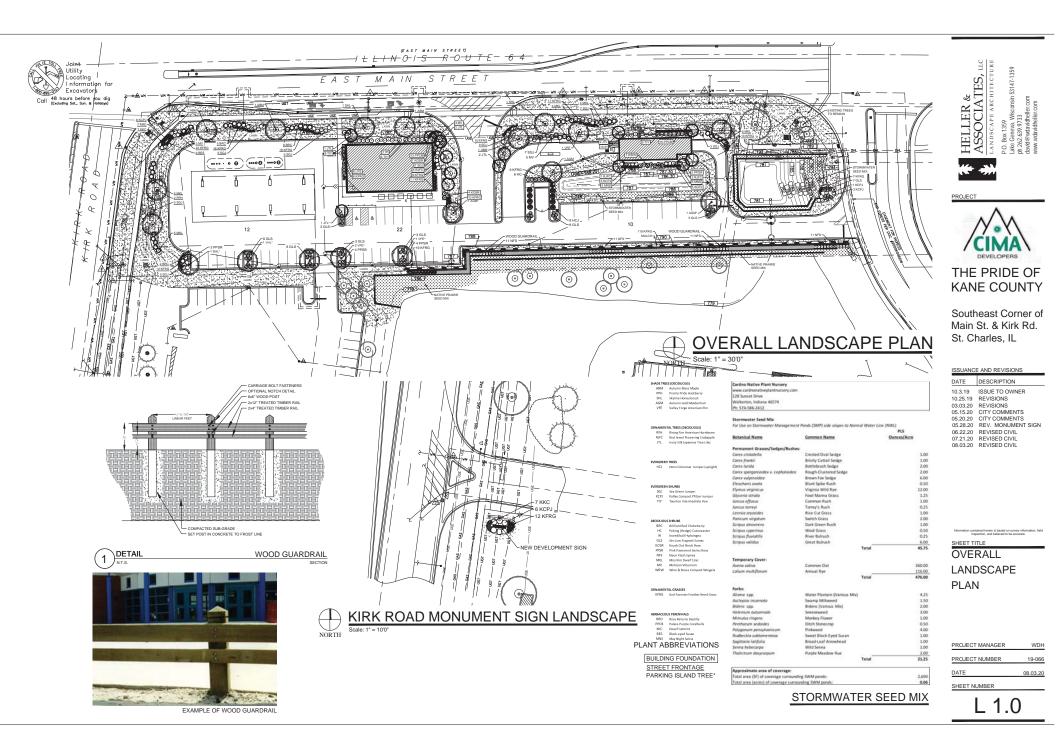
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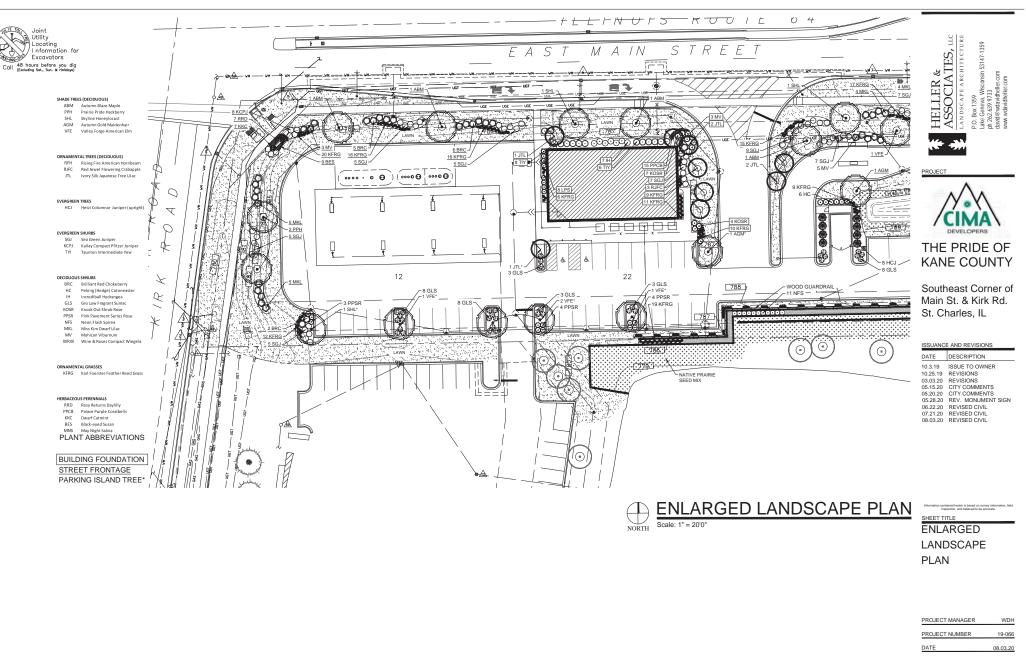
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SPECIFICATIONS

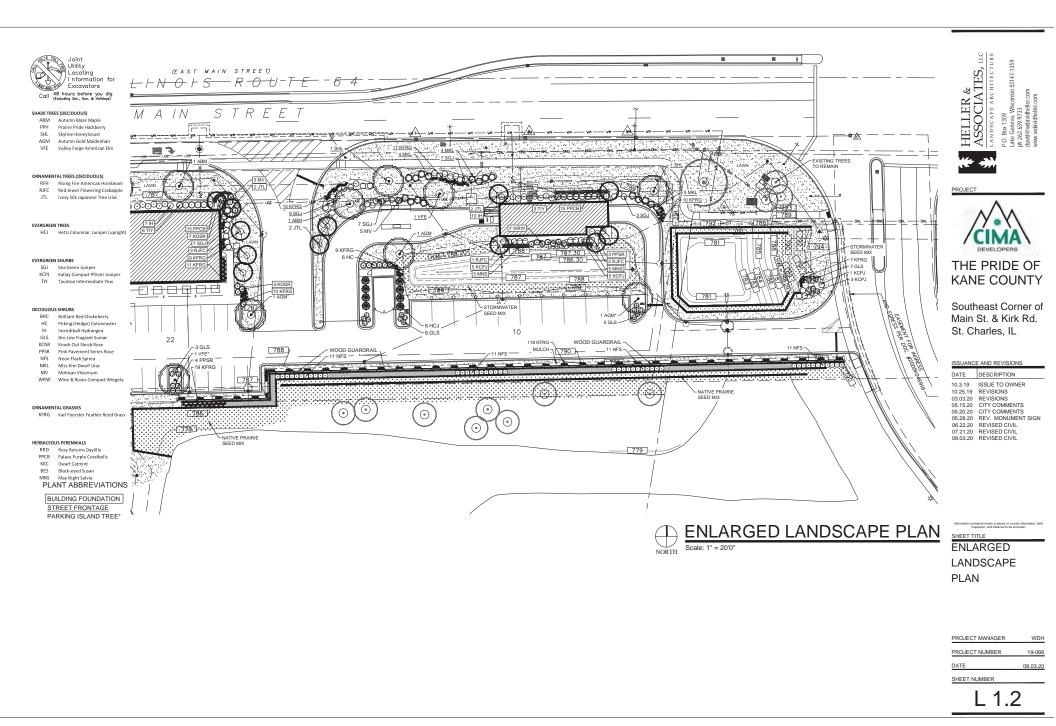


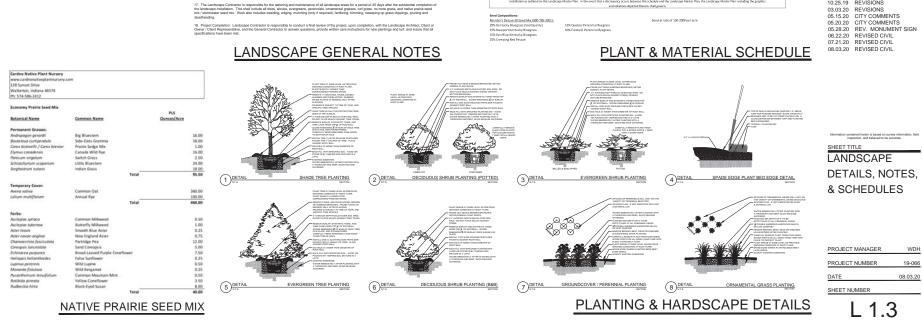






L 1.1





In for all seeded areas: removable for any existing unmationa vegatation prior to sevening - request to sevening - the specified rates, and a branch service of the specified rates, and the specification of the specified rates, and stable to germinate and establish that. Provide seed and territoria and specifications to Landscape. Architect and Owner prior to installar area to be used in services areas of 1.3 and where exploration (specifications of the Landscape Contractor on his/her responsibility to establish and guarantee a smooth, uniform, quality Litt. <u>A</u> minimum of 2° of blended, prepared and non-compacted topsoil is required for all lawn areas. If straw necessary to avoid wind dispersal of mulch covering. Marsh hay containing read canary grass is NOT An acceptable quality seed instaliation is defined as having: No bare spots larger than one (1) square foot No more than 10% of the total area with bare areas larger than one (1) square foot A uniform coverage through all unit areas

ative Prairie Seed Mix / Stremwater Seed Mix: Native seed mixes as listed on the Plant and Material List or other seeding schedule

d after September 15th shall be gua

stones X<sup>2</sup> and larger. Apply a 10-10-10 starter lawn fertilizer uniformly throughout areas prior to laying sod. Use only premium sod blend according to TP (revised 1995) and ASPA Standards. Installs and uniformly with staggered joints, laid tightly end to and and side to side. Roll sod with a walk behind roller water immediately upon installation to 3° depth. Stake any sod installed on slopes steeper than 1.3, and in all awale applications. Contractor is response provide a smooth, uniform, healthy turf, and is resp sible for the first two mowings of the newly inst

rum) and sod bed, removing all debris and

10. Edging: All planting beds shall be edged with a 4° deep spade edge using a flat landscape spade or a mechanical edger. Bedlin smooth as per plan. A clean definition between landscape beds and lawn is required. Pack mulch against lawn edge to hold in place

Plant bed preparation: All perennial, groundcover and annual areas (if applicable) are required to receive a blend of organic soil (Soil nendments prior to installation. Roto-till the following materials at the following ratio, into existing soil beds or installed topsoil beds to a

1. Contractor responsible for contacting JULIE - Utility Locators (811 or 800-892-0123) to have site marked prior to excavation or planting.

Tree Planting: Plant all trees slightly higher than finished grade at the root flare. Remove excess soil from the card non-biodegradable ball wrapping and support wire. Removed biodegradable burlap and wire cage (if pres

otentially reject any plants that an ard "B Grade" or "Park Grade" pla

No-Mow seed areas: "No-Mow" fine fescue se

3 All plantings shall

2. Contractor to verify all plant quantities shown on Plant & Material List and landscape planting symbols and report any discrepancies to Lands General Contractor

wwww.5\* of this grading of all disturbed areas, planting bed areas, and lawn areas. Crown all parking lot islands a mit-unices offenvice specified.

an Standard of Nursery Stock - 760 1 ANSI (latest version) | andscane A

PLANT

allable at Cedar Creek Seed Farm 888-313-6807; or Prairie N

-848-1789 or approved equival

teed through May 31st of the fo

Per 100 SF of bed area: % CY Peat Moss or Mushroom Coi % CY blended/pulverized Topscil 2 pounds starter fertilizer % CY composted manure

depth of 18" to insu

QUANTITY BOTANICAL NAME TREES PLANT HEIGHT SIZE -scoograduable ball wrapping and support wire. Removed biologizable burltip and wire cape (if present) from the tog's of the rootball and categories ining wire down to the bottom of the hole. Once the tree has been placed into the hole and will no longer be moved, score the remaining § of the removes the twine. Provide three down categories free list has been advected by the categories of the tree maining § of the removes the twine. Provide three down categories free list has been advected by the categories of the tree maining § of the removes the twine. The viscolar the removes the categories of the categories of the tree categories of the tree barries of the tree of the tree categories of the tree barries of th KEY EVERGRE HCJ ROOT SPECIFICATION / NOTE 547 B&B Evenly shaped tree with branching t Hetzi Columnar Juniper (uprigh The Planting BackIII the planting holes 80% existing soles renoved from excavation and 20% plant stanter mix. Avoid air positius and do not tamp soil own. Discard any gravel, nock, heavy odd, or concrete pices. When hole is if juit treat and be waitered thorough, and water left to soak in before noceading to 118 emerginated of the hole. Water and the loss and in the origination. Same the advances a 7 days 4.5 dance leap soil among plant plantised and beneficial and and an advance and a sole and and and and and and the totak of any treat. These that are statical concervely the insplant of the totak with an explant of hum maxs. Do not build or any much note the totak of any treat. Three that are statical concervely the insplant of the maximum of the prime of the tamologic constation. PLANT MATERIAL PROPOSED ANICAL NAME SHRUB ROOT/ SIZE (HEIGHT) CONT. SGJ KCPJ TIY Sea Green Juniper Kallay Compact Pfitzer Junipe Taunton Intermediate Yew Cont. Full rounded well branched shrub Cont. Full rounded well branched shrub B&B Full rounded well branched shrub Juniperus chinensis 'Kallay' Taxus xmedia 'Tautoni' 8. Shoch Parling, Al shocks to be planted in groupings as indicated on the Landscape Plan. Install with the planting of shocks a 2<sub>N</sub> mix of plant states with planting to the planting of shocks a 2<sub>N</sub> mix of plant states with planting to the planting of shocks a 2<sub>N</sub> mix of plant states with planting the planting of shocks a 2<sub>N</sub> mix of plant states with planting the planting of shocks a 2<sub>N</sub> mix of plant states with planting the planting of shocks a 2<sub>N</sub> mix of plant states with planting the planting of shocks a 2<sub>N</sub> mix of plant states with planting the planining th PLANT PLANT MATERIAL PROPOSED KEY QUANTITY BOTANICAL NAME suerie econt/ COMMON NAME SIZE (HEIGHT) CONT. SPECIFICATION / NOTES All tree and shrub planting beds to receive a 3° deep layer of high quality shredded hardwood bark mulch (not pigment dyed or enviro-mulch). J ring areas (groupings) shall receive a 2° layer of shredded hardwood bark mulch, and groundcover areas a 1-2° layer of the same mulch. Do no lower beds (f agolacial). Do not show mulch to contact plant stoms and mulch and the turks. Aronia arbutifolia 'Brilliantiss Cotoneaster acutifolia Hydrangaa arborescens 'Abat Rius aromatica 'Gro-Low' Rosa rugoa' Pik Pavement' Spirea shumaida 'Neon Flash' Spirea shumaida 'Neon Flash' Spirea shumaida 'Neon Flash' Brilliant Red Chokeberry Peking (Hedge) Cotoneast Incrediball Hydrangoa Gro Low Fragrant Sumac Knock Out Shrub Ruse Pink Parement Series Ross Neon Flash Spirea Miss Kim Dwarf Like Mehrica Diferearm Cost. Full, well rooted plant, evenly shaped BMB Full, well rooted plant, evenly shaped Cost. Full, well rooted plant, evenly shaped BRC 13 KOSR PPSR NFS 11 7 MV WRW Viburnum lantana 'Mohican' Wiegela florida 'Wine & Rose Mohican Viburnum Wine & Roses Compo PLANT MATERIAL PROPOSED BOTANICAL NAME CONTAINER SIZE COMMON NAME SPECIFICATION / NOTES Cont. Full, well rooted plant Calamazzatis acutifices Veri Dr Karl Foerster Feather Reed Gras #1 PLANT MATERIAL PROPOSED ONTAINER SIZE COMMON NAME SPECIFICATION / NOTES Hemerocallis 'Pory Retur Rosy Returns Daylilly Palace Purple Corabells Dwarf Catmint Black-eyed Susan May Night Salvia Cont. Full, well rooted plant, evenly shaped Cont. Full, well rooted plant, evenly shaped Pot. Full, well rooted plant, evenly shaped Cont. Full, well rooted plant, evenly shaped Cont. Full, well rooted plant, evenly shaped Hemerocallis 'Rosy Returns' Heuchera micrantha 'Palace Purple Nepeta faassenii 'Kit Cat' Rudbeckia fulgida 'Goldsturm' Salvia xsupeba 'May Night' NRD PPCB KKC BES MNS 54 9 20 #1 #1 PLANT MATERIAL PROPOSED CONTAINER SIZE SPECIFICATION / NOTES Reinder's Deluge 50 Seed Mix (ADD-785-3301) SF EroTex DS75 Erosion Control Blanket (or approv 44390 Erosion Matting for sloped seeded area see plan for area delineatia Apply at 220 lbs per acre or at rate recommended by supplier. Prepare seed Stormwater Seed Mix Native Prairie Seed Mix 5Y Cardino/JFNew Stormwater Seed Mix SY Cardino/JFNew Native Prairie Seed Mix

Area: 10,850 SF Area: 10,850 SF Area: 44,350 SF Area: 10,850 SF

COMMON NAME

Prairie Pride Hackberry Skyline Honeylocust

Valley Forge American E

CALIPER/HEIGHT SIZE ROOT

2.5° 2.5° 2.5° 2.5° 888 888 888 888 888

CALIPER/HEIGH SIZE

2.25" 2.25"

ROOT

88.8 88.8

CY CY

Bark Mulch; apply Preemergent after installation of mulch

ctor is responsible for verifying these counts and quantities in order to provide a complete lan this schedule and the Landscape Master Plan, the Landscape Master Plan- including the grap

PLANT PLANT MATERIAL PROPOSED KEY QUANTITY BOTANICAL NAME

Celtis occidentalis 'Prairie Prid Gleditsia triacanthos 'Skyline'

Ulmus americana Valley Forge

Malus x 'Jewelcole' Syringa reticulata 'Nory

PLANT MATERIAL PROPOSED BOTANICAL NAME

ABN PPH

AGM VFE

PLANT KEY

RJFC JTL

DUANTITY

6 8

101 67

Shredded Hardwood Muich (3° depth) Soil Amendments (2° depth) Pulverized Topsoil (Seeded Areas) Pulverized Topsoil (2° over bed areas)

Lanchcape counts & quantit installation as outlined on



PLANT

PLANT SPACING

PLANT

SPACING

42"

PLANT SPACING

54° 48° 42°

RIANT

SPACING

48° 30-42° 48° 42° 48° 42°

60° 42°

PLANT

15-18\*

PLANT SPACING

18" 18"

18"

PLANT

SPACING

SPECIFICATION / NOTES

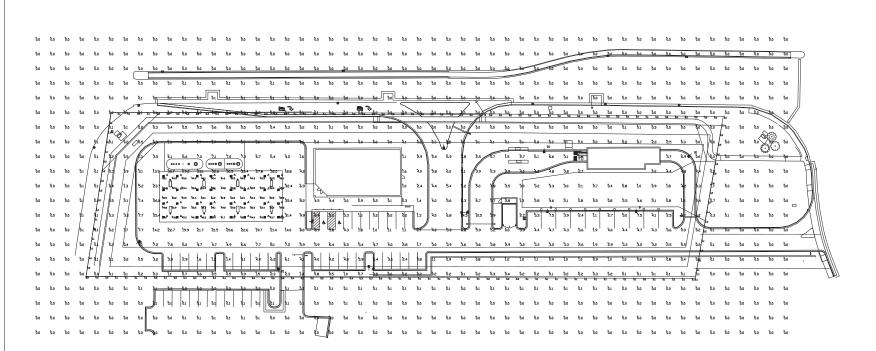
Straight central leader, full and even crown. Prune only after planting Straight central leader, full and even crown. Prune only after planting Straight central leader, full and even crown. Prune only after planting Straight central leader, full and even crown. Prune only after planting Straight central leader, full and even crown. Prune only after planting

Straight central leader, full and even crown. Prune only after planting Straight central leader. full and even crown.



Southeast Corner of Main St. & Kirk Rd. St. Charles, IL

ISSUANCE AND REVISIONS DATE DESCRIPTION ISSUE TO OWNER 10.3.19 10.25.19 REVISIONS 03.03.20 REVISIONS 05.20.20 CITY COMMENTS 05.28.20 REV. MONUMENT SIGN



Luminaire Schedule										
Symbol	Qty Label Arrangement Description		LLD	UDF	LLF	Arr. Lum. Lumens	Arr. Watts			
32 A SIN		SINGLE	SCV-LED-15L-SC-50 MTD @ 15'	1.000	1.000	1.000	15410	103		
-	3	В	SINGLE	SLM-LED-18L-SIL-FT-50-70CRI-SINGLE-16'PDLE+2'BASE	1.000	1.000	1.000	19664	148.5	
	6	B1	SINGLE	SLM-LED-18L-SIL-FT-50-70CRI-IL-SINGLE-16'PDLE+2'BASE	1.000	1.000	1.000	12568	148.5	
-	1	C	D180	SLM-LED-18L-SIL-FT-50-70CRI-D180-16'PDLE+2'BASE	1.000	1.000	1.000	39328	297	

Calculation Summary									
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min		
ALL CALC POINTS	Illuminance	Fc	1.52	35.4	0.0	N.A.	N.A.		
CANDPY	Illuminance	Fc	50.74	63.1	41.6	1.22	1.52		
EAST PROPERTY LINE	Illuminance	Fc	0.31	1.6	0.0	N.A.	N.A.		
NORTH PROPERTY LINE	Illuminance	Fc	0.07	0.3	0.0	N.A.	N.A.		
SOUTH PROPERTY LINE	Illuminance	Fc	0.20	0.7	0.0	N.A.	N.A.		
WEST PROPERTY LINE	Illuminance	Fc	0.11	0.2	0.0	N.A.	N.A.		
INSIDE CURB	Illuminance	Fc	7.21	35.4	0.0	N.A.	N.A.		



Click image to open Product Page

Based on the information provided, all dimensions and luminaire locations shown represent recommended positions. The engineer and/or architect must determine the applicability of the loyout to existing or future field conditions



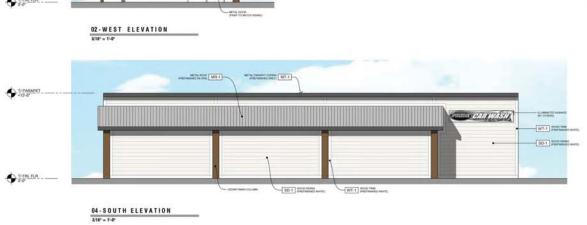


(PRIDE)

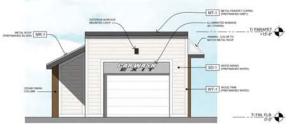
C-STORE ELEVATIONS THE PAGE OF ST. CHARLES





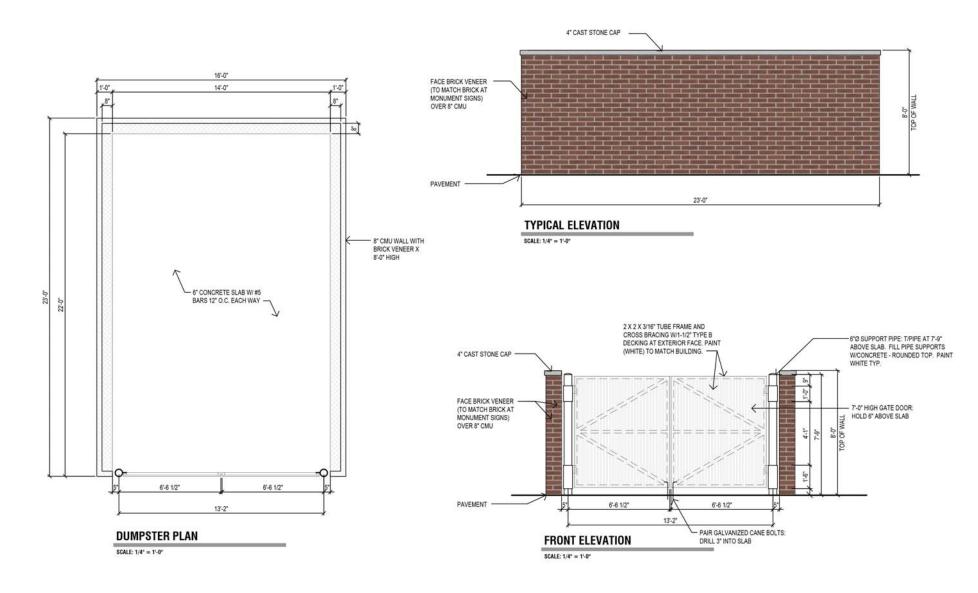






03 - EAST ELEVATION 316\* = 1'-0"

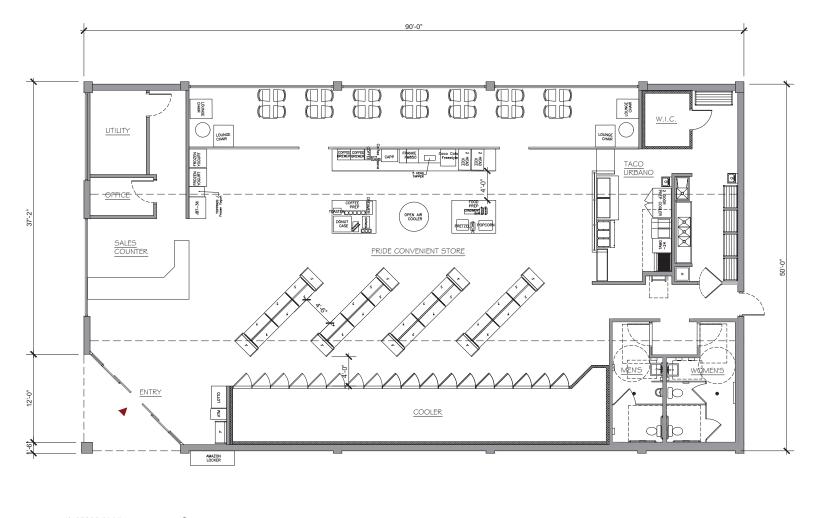






DUMPSTER - PLAN / ELEVATIONS THE PRIDE OF ST. CHARLES, ILLINOIS



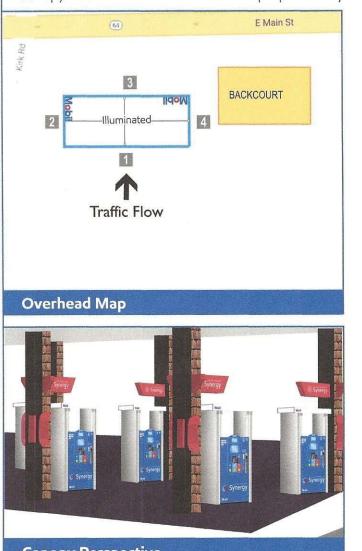


C-STORE PLAN

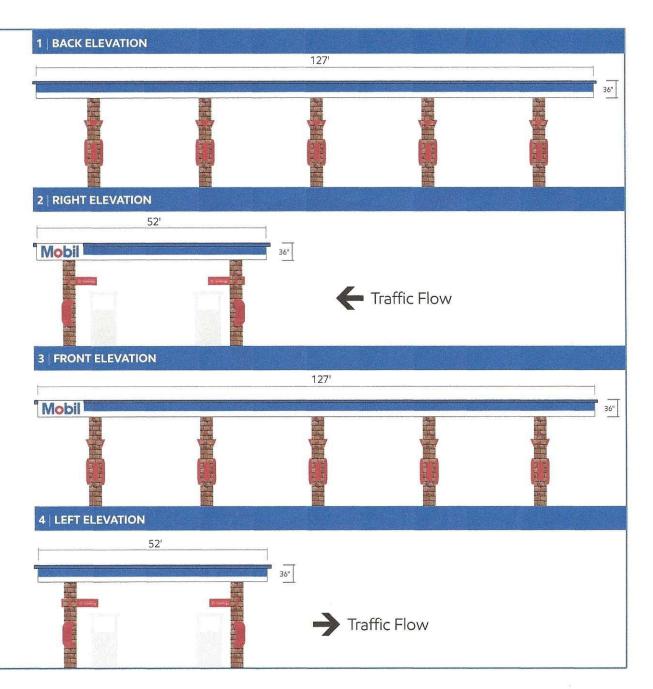


# **B** SITE CONFIGURATIONS

\*\*Canopy fascia artwork for visualization purposes only\*\*

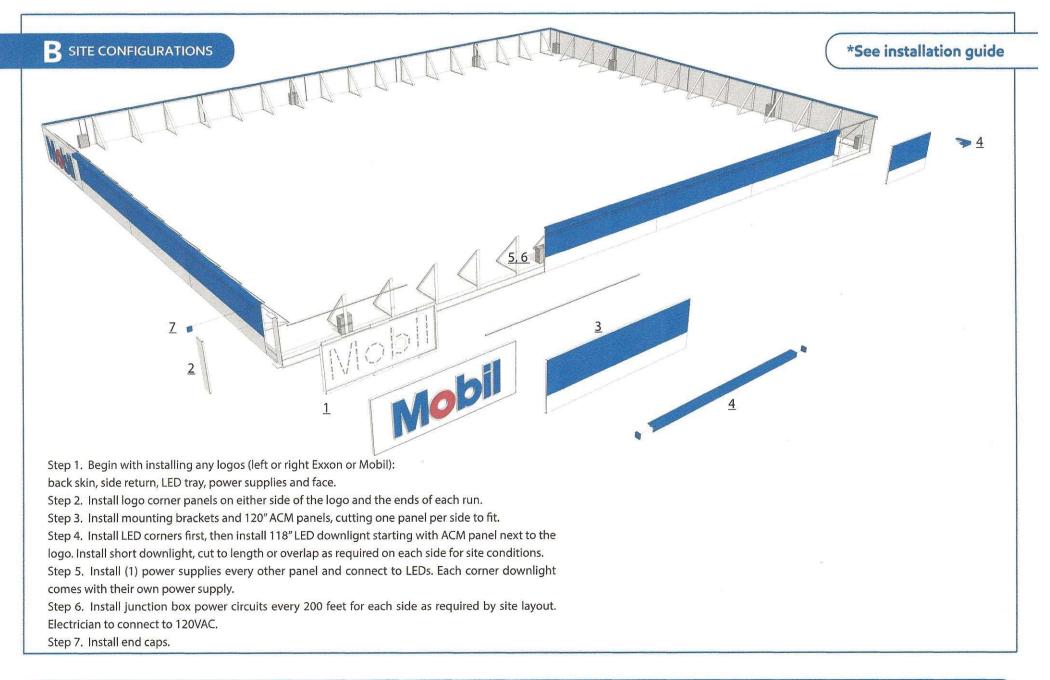


**Canopy Perspective** 



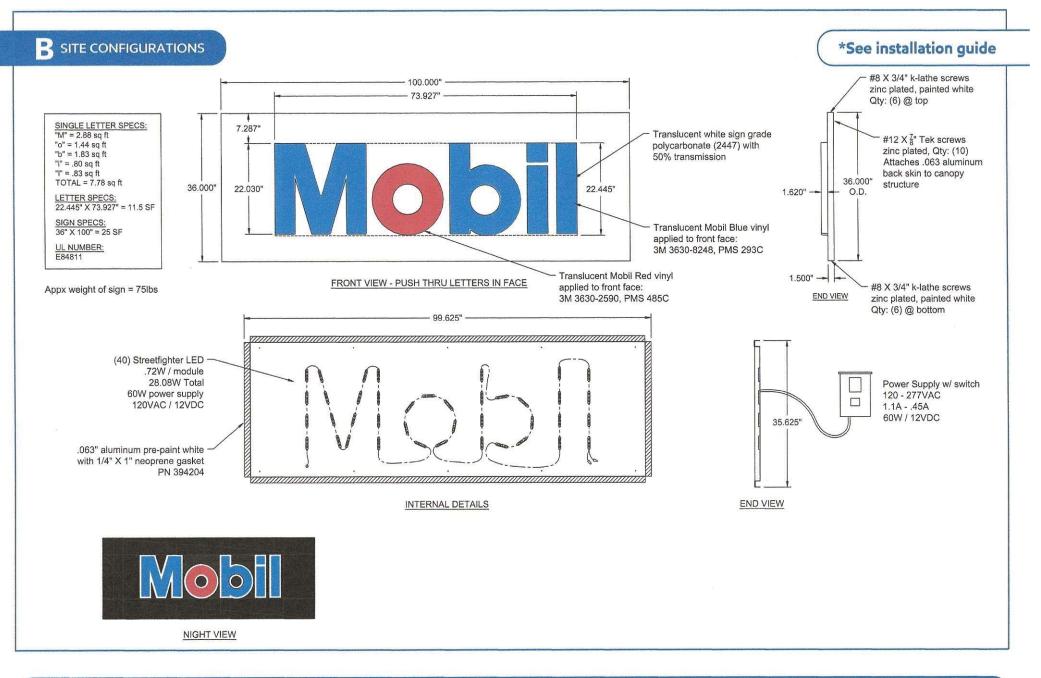
Project Name	PBL #	Customer	Created by	Prood Pools
ExxonMobil	-	ExxonMobil	B.Dighero	Brand Book Site Image Materials Maintenance
Revision #	Date	Scale	Page #	2 Northfield Plaza, Ste 250 Northfield, IL 60093
R3	06_18_2020	NA	4 OF 13	P: (847) 441-1818 F: (847) 592-9564

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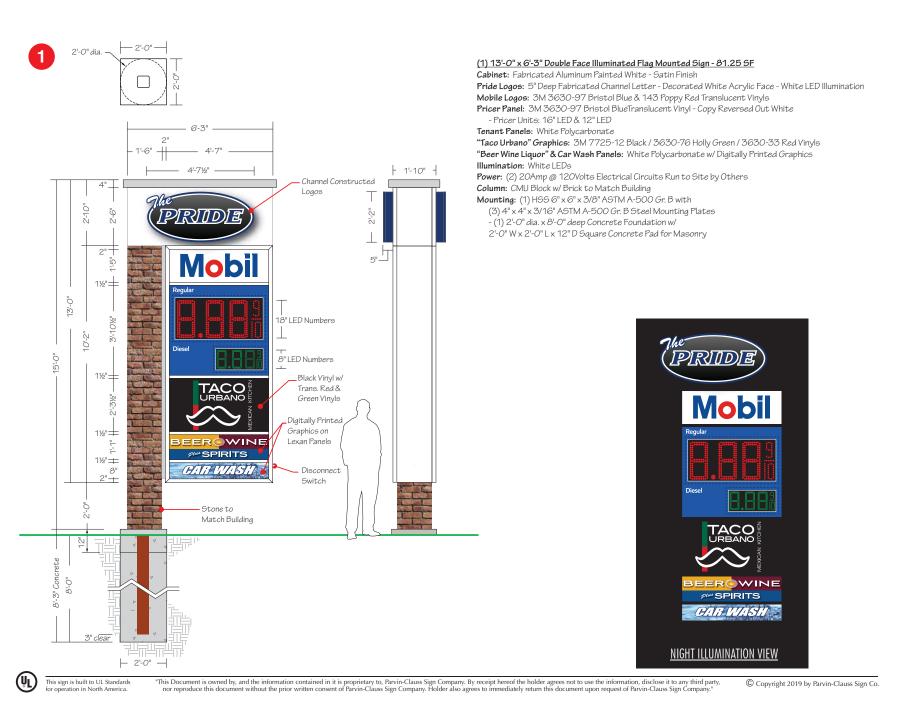
Project Name	PBL #	Customer	Created by	Brand Book
ExxonMobil	-	ExxonMobil	B.Dighero	DI AITO DOOK Site Image Materials Maintenance
Revision #	Date	Scale	Page #	2. Northfield Plaza, Ste 250 Northfield, IL 60093
R2	05/26/2020	NA	9 OF 16	P: (847) 441-1818 F: (847) 592-9564

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Project Name	PBL #	Customer	Created by	Brand Book
ExxonMobil	-	ExxonMobil	B.Dighero	DIANU DOOK Site Image Materials Maintenance
Revision #	Date	Scale	Page #	2 Northfield Plaza, Ste 250 Northfield, IL 60093
R2	05/26/2020	NA	8 OF 16	P: (847) 441-1818 F: (847) 592-9564

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#### **PROJECT:**



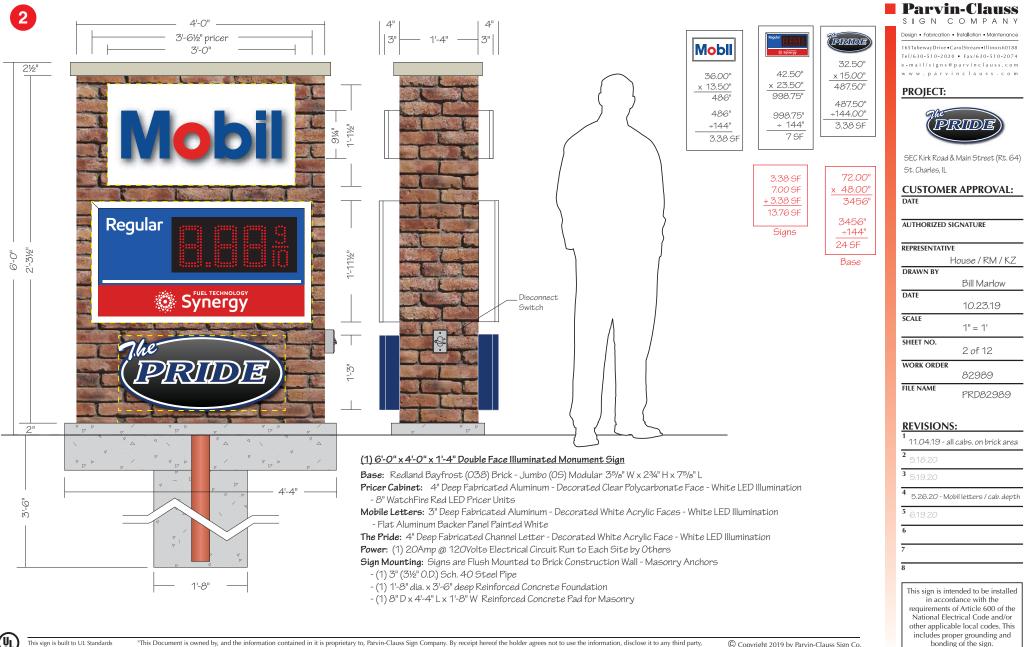
SEC Kirk Road & Main Street (Rt. 64) St. Charles, IL

#### CUSTOMER APPROVAL: DATE

AUTHORIZED SIGNATURE

REPRESENTATIVE	-
F	louse / RM / KZ
DRAWN BY	
	Bill Marlow
DATE	
	10.23.19
SCALE	
	3/8" = 1'
SHEET NO.	
	1 of 12
WORK ORDER	
	82989
FILE NAME	PRD82989
	1 NUU2909

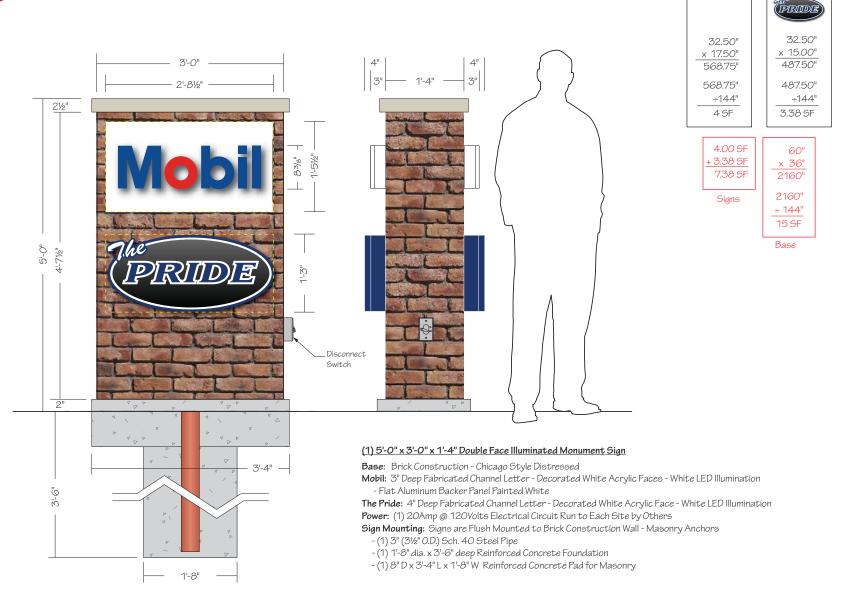
REVISIONS:	_
1 11.04.19 - center sundry cab.	
<sup>2</sup> 5.18.20 - new layout	-
<sup>3</sup> 5.19.20 - size adjustments	
<sup>4</sup> 5.26.20 - Taco Urbano Logo	
<sup>5</sup> 6.19.20	-
6	-
7	-
8	-
This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.	



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bonding of the sign.





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party, "
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PROJECT:

DRAWN BY

DATE

SCALE

SHEET NO.

FILE NAME

WORK ORDER

**REVISIONS:** 

<sup>1</sup> 11.04.19 <sup>2</sup> 5.18.20 <sup>3</sup> 5.19.20

<sup>5</sup> 6.19.20



SEC Kirk Road & Main Street (Rt. 64) St. Charles, IL

CUSTOMER APPROVAL: DATE AUTHORIZED SIGNATURE

House / RM / KZ

Bill Marlow

10.23.19

1" = 1'

3 of 12

82989

<sup>4</sup> 5.26.20 - Mobil letters / cab. depth

This sign is intended to be installed

in accordance with the

requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and

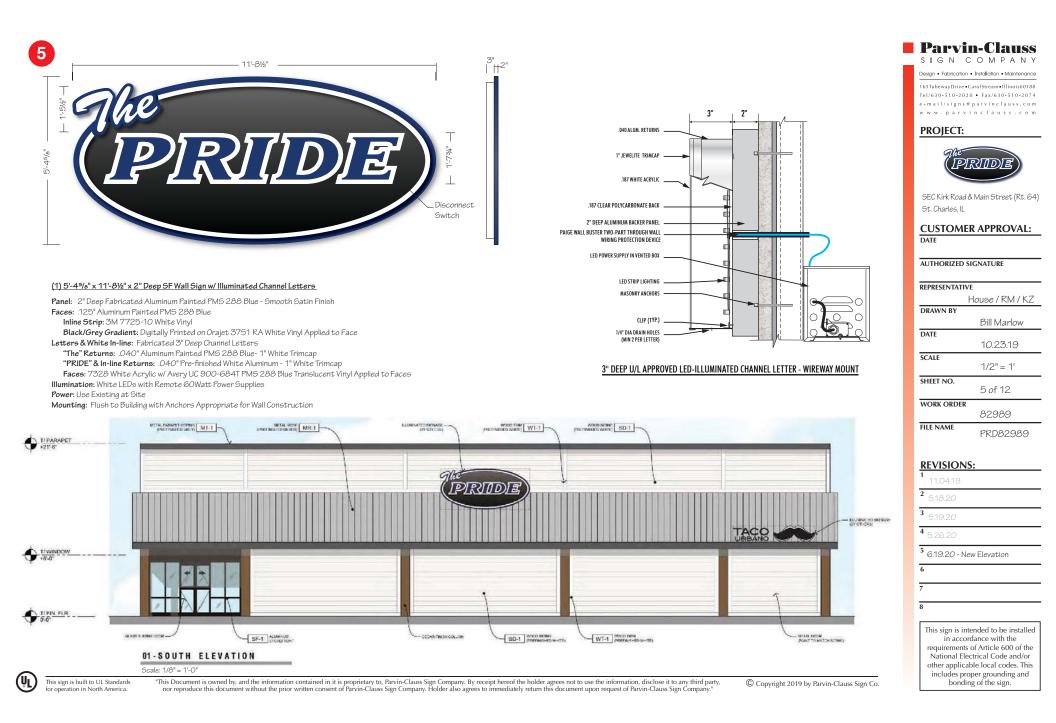
bonding of the sign.

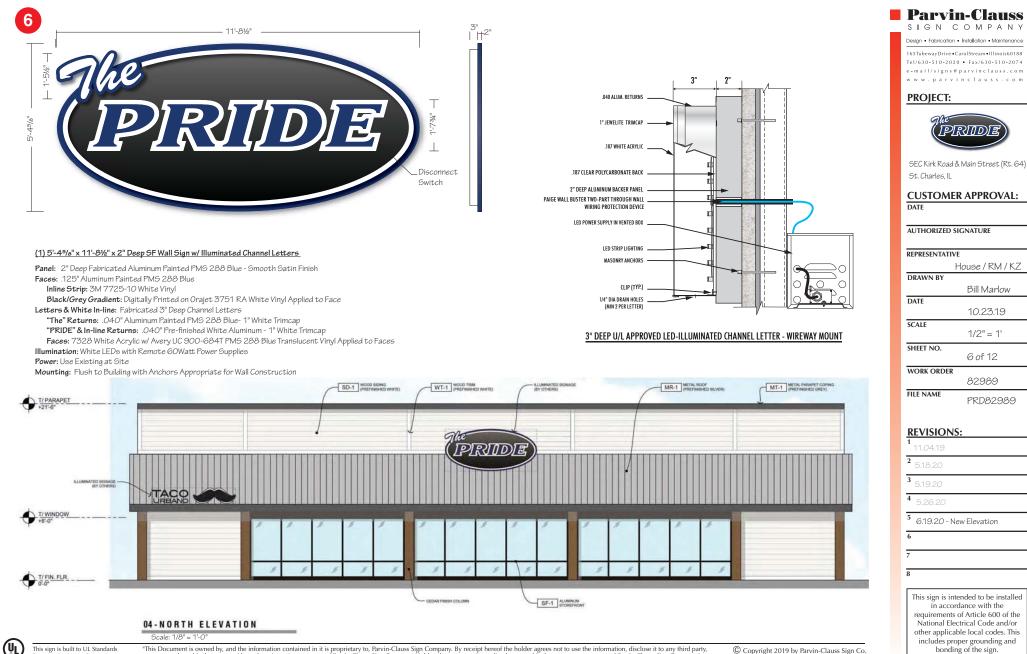
PRD82989



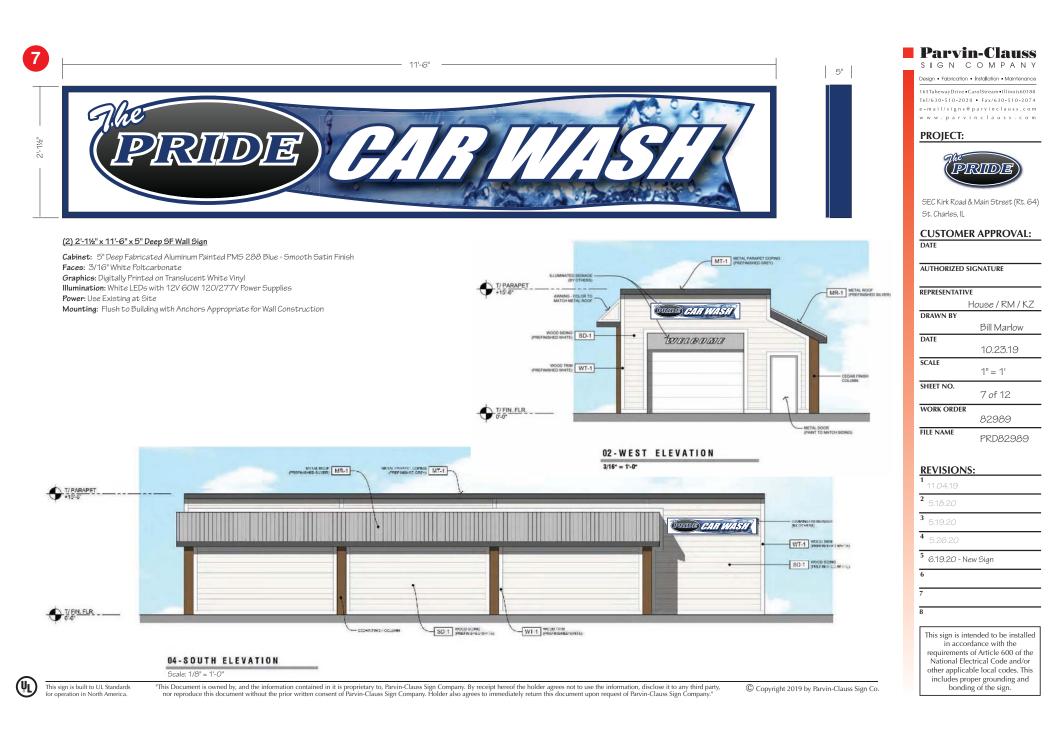
This sign is built to UL Standards for operation in North America. (ŲL

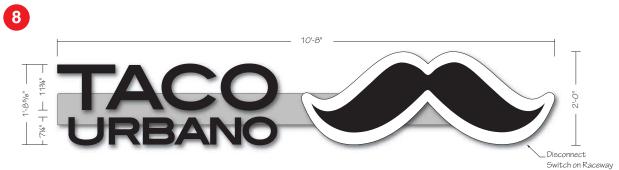
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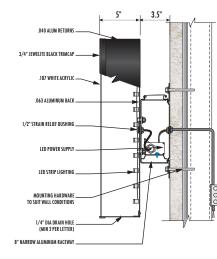
(ŲL This sign is built to UL Standards for operation in North America. "This Document is owned by, and the information contained in it is proprietary to, Parvin-Clauss Sign Company. By receipt hereof the holder agrees not to use the information, disclose it to any third party, nor reproduce this document without the prior written consent of Parvin-Clauss Sign Company. Holder also agrees to immediately return this document upon request of Parvin-Clauss Sign Company."

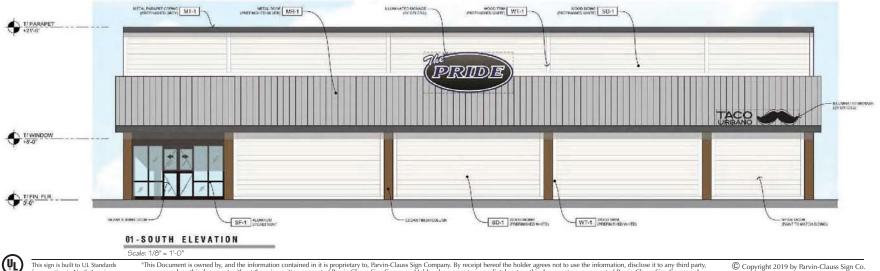




#### (1 set) 5" Deep Illuminated Channel Letters & Logo on Raceway

Letter & Logo Returns: .040" Fabricated Aluminum Prefinished Black Letter Faces: White Acrylic w/ 3M 3635-222 Black Perforated Vinyl Applied - 3/4" Black Trimcap Logo Face: White Acrylic w/ 3M 7725-12 Black Vinyl Applied - 3/4" Black Trimcap Raceway: Std. 8" Narrow - Extruded Aluminum Painted to Match Wall Color Illumination: White LEDs with 60Watt Power Supplies in Raceway Power: (1) 20Amp @ 120Volt Electrical Circuit Run to Site by Others Mounting: Flush to Building with Anchors Appropriate for Wall Construction





Parvin-Clauss SIGN COMPANY

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#### **PROJECT:**



SEC Kirk Road & Main Street (Rt. 64) St. Charles, IL

#### CUSTOMER APPROVAL: DATE

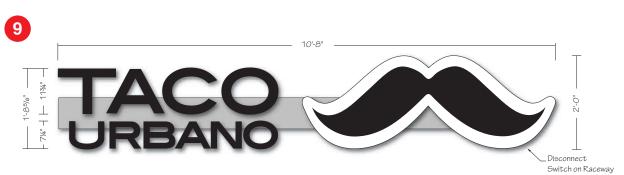
AUTHORIZED SIGNATURE

REPRESENTATIVE		
F	louse / RM / KZ	
DRAWN BY		
	Bill Marlow	
DATE		
	10.23.19	
SCALE		
	3/4 " = 1'	
SHEET NO.		
	8 of 12	
WORK ORDER		
	82989	
FILE NAME	PRD82989	
	1 ND02909	

REVISIONS:
1 11.04.19
<b>2</b> 5.18.20
<sup>3</sup> 5.19.20
<sup>4</sup> 5.26.20
<sup>5</sup> 6.19.20 - New Elevation
6
7
8
This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

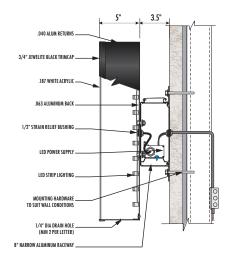
This sign is built to UL Standards for operation in North America.

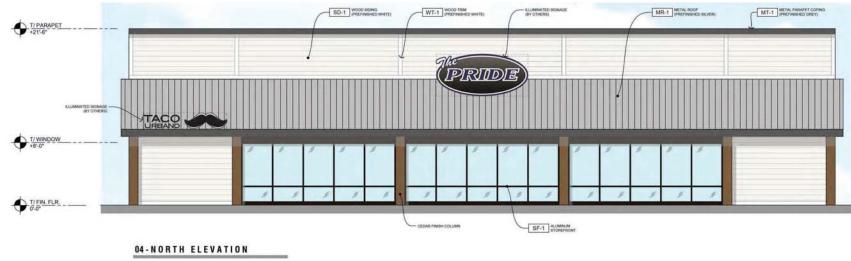
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Letter & Logo Returns: .040" Fabricated Aluminum Prefinished Black Letter Faces: White Acrylic w/ 3M 3635-222 Black Perforated Vinyl Applied - 3/4" Black Trimcap Logo Face: White Acrylic w/ 3M 7725-12 Black Vinyl Applied - 3/4" Black Trimcap Raceway: Std. 8" Narrow - Extruded Aluminum Painted to Match Wall Color Illumination: White LEDs with 60Watt Power Supplies in Raceway Power: (1) 20Amp @ 120Volt Electrical Circuit Run to Site by Others Mounting: Flush to Building with Anchors Appropriate for Wall Construction





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

This sign is built to UL Standards for operation in North America. (ŮĽ

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SEC Kirk Road & Main Street (Rt. 64) St. Charles, IL

CUSTOMER APPROVAL: DATE

AUTHORIZED SIGNATURE

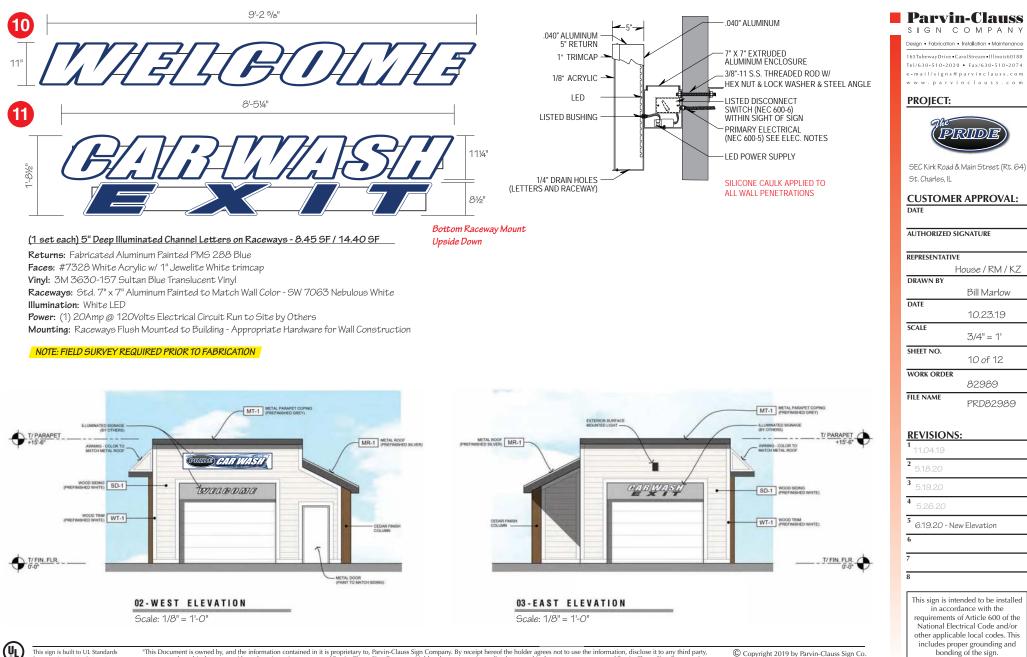
REPRESENTATIVE		
	House / RM / KZ	
DRAWN BY		
	Bill Marlow	
DATE		
	10.23.19	
SCALE		
	1/2" = 1'	
SHEET NO.		
	9 of 12	
WORK ORDER	-	
	82989	
FILE NAME	PRD82989	
	I NUUL909	

<b>REVISIONS:</b>		
1 11.04.19		
<b>2</b> 5.18.20		
<sup>3</sup> 5.19.20		
<sup>4</sup> 52620		

<sup>5</sup> 6.19.20 - New Elevation

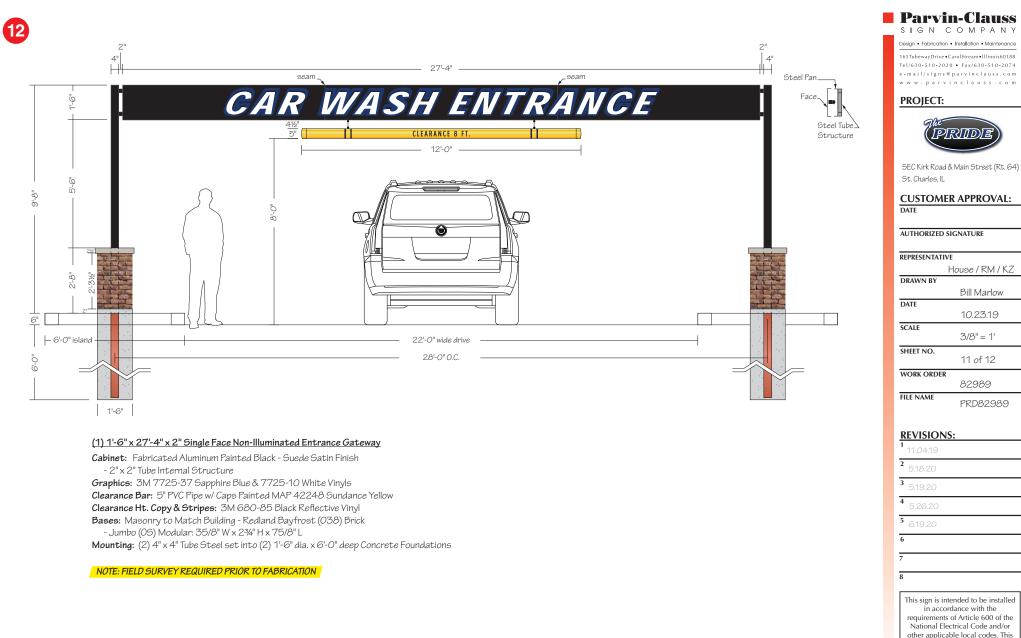
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1	7
	8
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for operation in North America.



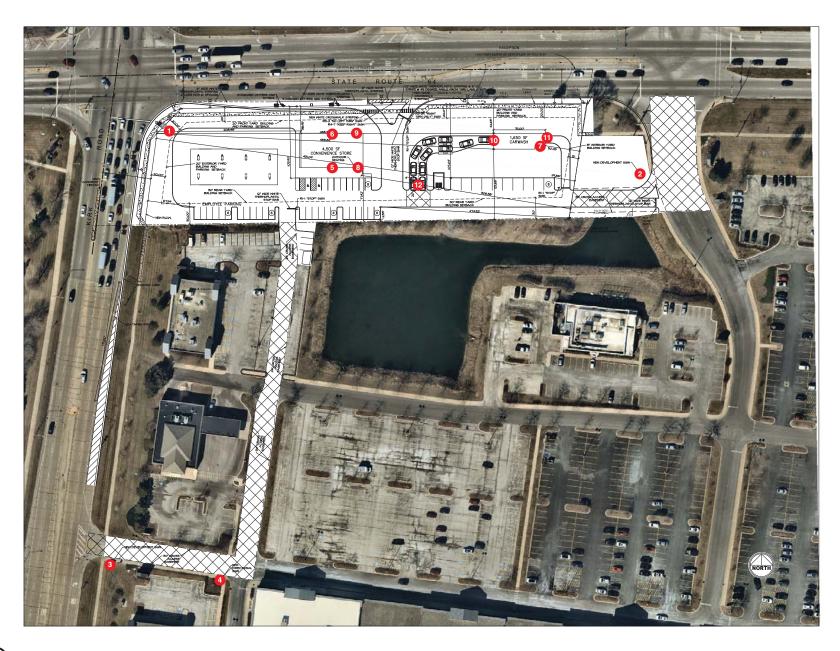
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includes proper grounding and bonding of the sign.



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#### PROJECT:



SEC Kirk Road & Main Street (Rt. 64) St. Charles, IL

CUSTOMER APPROVAL:		
AUTHORIZED SIGN	IATURE	
REPRESENTATIVE		
Hoi	use / RM / KZ	
DRAWN BY		
	Bill Marlow	
DATE	10.23.19	
SCALE	nts	
SHEET NO.	12 of 12	
WORK ORDER	82989	

FILE NAME PRD82989

REVISIONS:
<b>1</b> 11.04.19
<b>2</b> 5.18.20
<sup>3</sup> 5.19.20
<b>4</b> 5.26.20
5 6.19.20
6
7
8
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(ŲL)

## EXHIBIT "E"

### **PUD DEVIATIONS**

Section 17.24.100 Drive-Through Facilities	
Stacking Lane Configuration	Two lanes of car wash vehicle stacking, as shown on the PUD Preliminary Plan.
Section 17.26.080 Building Foundation Landscaping	
Foundation Landscape Planting Beds	3 ft. along west side of convenience store building, as shown on the PUD Preliminary Plan.
Foundation Landscape Trees	3 trees along the north wall of the convenience store building and 2 trees along the north wall of the car wash building, as shown on the PUD Preliminary Plan.
Section 17.26.090 Public Street Frontage Landscaping	
Street Frontage Plantings	Less than 75% of the Main St. frontage may be landscaped, as shown on the PUD Preliminary Plan.
Table 17.28-2 Permitted Signs for Business & Mixed-Use Districts – BL, BC and BR Districts	
Freestanding Signs	3 ft. setback for monument sign at the corner of Main St. and Kirk Rd., as shown on the PUD Preliminary Plan.
Wall Signs	Four wall signs on the convenience store building, as shown on the PUD Preliminary Plan.
Section 17.28.080 Prohibited Signs	
Off-Premise Signs	Three off-premise signs to be placed in the Main Street Commons PUD: one monument sign at the Main St. entrance of Main Street Commons; one monument sign at the Kirk Rd. entrance of Main Street Commons; one directional sign within Main Street Commons; all as shown on the PUD Preliminary Plan