



PLAN COMMISSION AGENDA ITEM EXECUTIVE SUMMARY

Project Title/Address:	Valley Ambulatory PUD Amendment		
City Staff:	Rachel Hitzemann, Planner		
PUBLIC HEARING 11/17/20	X	MEETING 11/17/20	X

APPLICATION: Special Use for PUD- PUD Amendment

ATTACHMENTS AND SUPPORTING DOCUMENTS:

Staff Report	Application for Special Use
PUD Ordinances	

SUMMARY:

Marcelo Carlos has submitted a Special Use application requesting to amend the existing Valley Ambulatory Surgery Center PUD to permit an Assisted Living Facility use. The subject property was formerly a surgery center, but had been vacant for several years. The PUD only allows for a surgery center use, but the underlying O-R (Office Research) zoning permits Assisted Living Facilities.

The details of the Special Use are as follows:

- Allow for an Assisted Living Facility use
- No changes to the exterior of the building or site are being proposed

SUGGESTED ACTION:

Conduct the public hearing and close if all testimony has been taken.
 Staff has placed this item on the meeting portion of the agenda for a vote should the Plan Commission feel that they have enough information to make a recommendation.
 Staff has found the application materials to be complete.

INFO / PROCEDURE – SPECIAL USE APPLICATIONS:

- Per **Sec. 17.04.330**, the purpose of a Special Use is as follows: “Special Uses listed within the various zoning districts include those uses that may be acceptable if established in an appropriate manner and location within a zoning district, but may not be acceptable if established in a different manner or location. Special Uses may include, but are not limited to, public and quasi-public uses affected with the public interest, and uses that may have a unique, special or unusual impact upon the use or enjoyment of neighboring property.”
- Public hearing is required, with a mailed notice to surrounding property owners.
- 6 findings of fact – ALL findings must be in the affirmative to recommend approval.

Community & Economic Development



Staff Report

TO: Chairman Todd Wallace
And Members of the Plan Commission

FROM: Rachel Hitzemann
Planner

RE: Amendment to Valley Ambulatory Surgery Center PUD to allow Assisted Living Facility

DATE: November 12, 2020

I. APPLICATION INFORMATION:

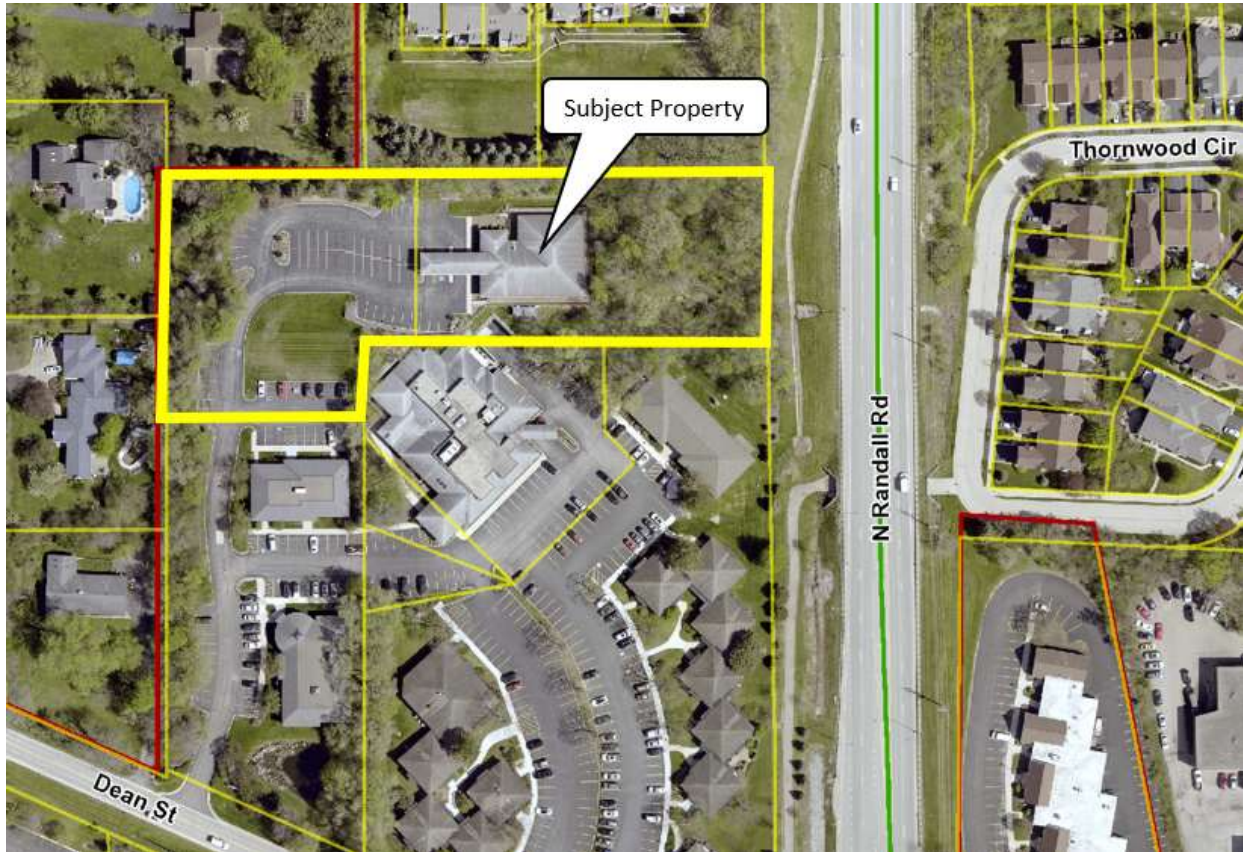
Project Name: Valley Ambulatory PUD

Applicant: Marcelo Carlos

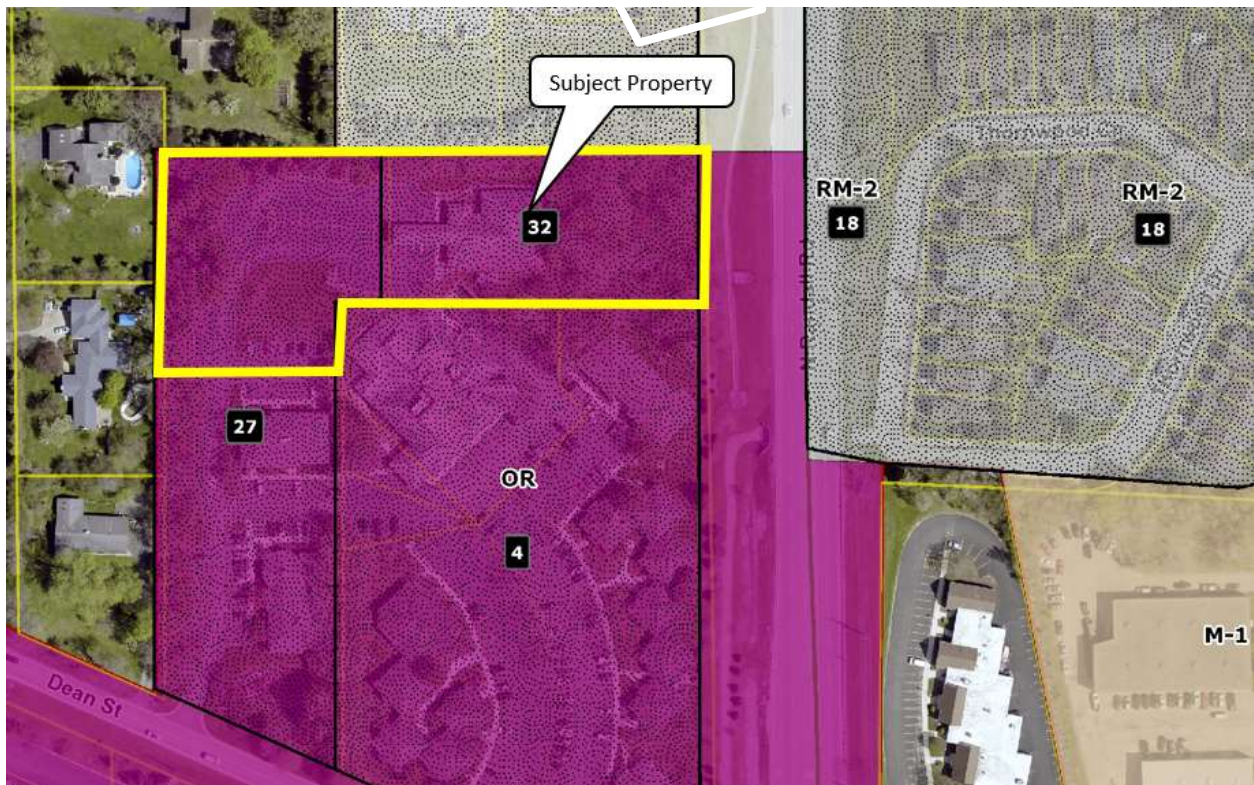
Purpose: Amend an existing PUD to allow for an Assisted Living Center Use

General Information:		
Site Information		
Location	Northwest corner of Dean St. and N. Randall Rd. (Behind Randallwood Business Park)	
Acres	2.55	
Applications		
Applications	Special Use for a Standalone Drive-through Facility	
Applicable Code Sections	17.16 "Office/Research, Manufacturing and Public Land Districts"	
Existing Conditions		
Land Use	Surgery Center (Currently Vacant)	
Zoning	OR- Office Research & Valley Ambulatory Surgery Center PUD	
Zoning Summary		
North	CBD-1 - Central Business	Flagship/ Pollyanna
East	RM-2 – Multi-Family Residential M1- Manufacturing Unincorporated ST. Charles	Multi-Family Residential Manufacturing Park Business Park
South	OR- Office Research/ PUD	Randallwood Business park
West	Unincorporated St. Charles	Residential
Comprehensive Plan Designation		
Industrial/ Business Park		

Aerial Photograph



Zoning Map



II. BACKGROUND

Marcelo Carlos has submitted an application for a Special Use to amend the Valley Ambulatory Center PUD to allow for an Assisted Living Use. The property, commonly known as 2340 Dean St., is located to the northwest of Dean St. and N. Randall Rd., behind the Randallwood Business park.

The subject property was previously used as a surgery center, but has been vacant for several years. The Valley Ambulatory Surgery Center PUD only permits a surgery center use. The applicant has filed the Special Use PUD amendment to allow for the additional use of an Assisted Living Facility.

III. PROPOSAL

The details of the PUD Amendment are as follows:

- Allow for an additional permitted use of Assisted Living Facility within the PUD.
- No changes to the outside of the building or site are being proposed.

IV. STAFF ANALYSIS

A. ZONING

The site is zoned O-R- Office Research and is also located within the Valley Ambulatory Surgery Center PUD. The O-R District permits an Assisted Living Facility use, but the PUD does not. The proposed change would be consistent with what is permitted within the underlying zoning.

B. ASSISTED LIVING FACILITIES

Definition of Assisted Living Facility (17.30.020) :

A facility providing residential accommodations and daily assistance for elderly or disabled residents that meets the definition of assisted living established in the Assisted Living and Shared Housing Act.

C. PARKING

Assisted Living Facility uses require .25 spaces per unit. The applicant intends on having 20 residents in 10 rooms. Only 3 parking spaces are required for the use. The site has 55 parking spaces.

V. RECOMMENDATION

Conduct the public hearing on the Special Use and close if all the testimony has been taken.

Staff has placed this item on the meeting portion of the agenda for a vote should the Plan Commission determine that they have enough information to make a recommendation. The applicant has provided findings of fact in support of their proposal as part of the Special Use application.

Staff has found the application materials to be complete. Upon resolution of outstanding staff comments, the proposal has the ability to meet City Code requirements.

VI. ATTACHMENTS

- Application for Special Use, received 10/28/2020

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

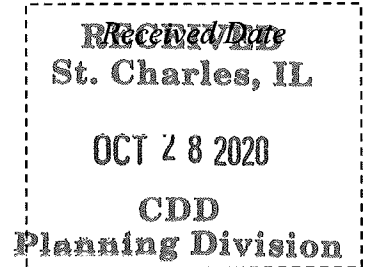


COMMUNITY DEVELOPMENT DIVISION

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

SPECIAL USE APPLICATION
(To request a Special Use or Amendment, or a Special Use for PUD or Amendment)

For City Use	
Project Name:	Valley Ambulatory Surgery Center PUD
Project Number:	2020-PR-017
Cityview Project Number:	PLSU202000050



To request a Special Use for a property, or to request to amend an existing Special Use Ordinance for a property, complete this application and submit it with all required attachments to the Planning Division.

City staff will review submittals for completeness and for compliance with applicable requirements prior to establishing a public hearing date for an application.

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: 2340 Dean St., St. Charles, IL 60175	
	Parcel Number (s): 09-29-227-083	
	Proposed Name: Valley Ambulatory Surgery Center PLanned Unit Development (Existing)	
2. Applicant Information:	Name Marcelo Carlos (Contact: Patrick M. Griffin, Attorney)	Phone 630-524-2566
	Address 1122 Grand Ave. Waukegan, IL 60085	Fax n/a
		Email pgriffin@gwillplaw.com
3. Record Owner Information:	Name Valley Medical Building Corporation (Contact: Scott L. Seraphin, Attorney)	Phone 630-584-4659
	Address 2320 Dean St., Suite 104 St. Charles, IL 60175	Fax
		Email sls@seraphin-law.com

Please check the type of application:

- Special Use for Planned Unit Development - PUD Name:** Valley Ambulatory Surgery Center PUD
- New PUD
- Amendment to existing PUD- Ordinance #:** 1996-M-17; 1997-M-76
- PUD Preliminary Plan filed concurrently
- Other Special Use (from list in the Zoning Ordinance):** _____
- Newly established Special Use
- Amendment to an existing Special Use Ordinance #: _____

Information Regarding Special Use:

Comprehensive Plan designation of the property: Industrial / Business Park

Is the property a designated Landmark or in a Historic District? No

What is the property's current zoning? PUD - OR - Office / Research

What is the property currently used for? Vacant Recovery Care Center

If the proposed Special Use is approved, what improvements or construction are planned?

No exterior construction or improvements are planned. Applicant seeks to convert the property into an assisted living facility and will perform an interior remodel.

For Special Use Amendments only:

Why is the proposed change necessary?

Although the underlying OR - Office Research zoning district includes assisted living facilities as a permitted use, the current PUD does not expressly allow for an assisted living facility.

What are the proposed amendments? (Attach proposed language if necessary)

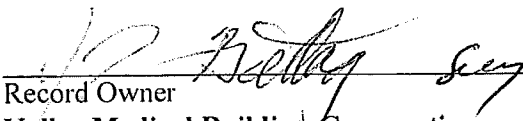
Applicant seeks a single amendment which would add assisted living as a permitted use under the PUD ordinance.


Note for existing buildings:

If your project involves using an existing building, whether you plan to alter it or not, please contact the St. Charles Fire Department (630-377-4458) and the Building and Code Enforcement Division (630-377-4406) for information on building, life safety and other code requirements. Depending on the proposed use, size of structure and type of construction, these requirements can result in substantial costs.

21. Provision of handicapped parking spaces
22. Dimensions of handicapped parking spaces
23. Depressed ramps available to handicapped parking spaces
24. Location, dimensions and elevations of freestanding signs
25. Location and elevations of trash enclosures
26. Provision for required screening, if applicable
27. Exterior lighting plans showing:
 - a. Location, height, intensity and fixture type of all proposed exterior lighting
 - b. Photometric information pertaining to locations of proposed lighting fixtures

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.


 Record Owner _____ Date 10/15/20
 Valley Medical Building Corporation


 Applicant or Authorized Agent _____ Date 10-15-20
 PATRICK M. GRIFFIN, ATTORNEY AND
 AUTHORIZED AGENT

**CITY OF ST. CHARLES
REIMBURSEMENT OF FEES AGREEMENT**



City of St. Charles Acct. # _____

I. Owner:

Owner of Property: Valley Medical Building Corporation Date: 10-15-20

Owner's Address: 2320 Dean St., Suite 104, St. Charles, IL 60175

Owner's Phone Number: 630-584-4659

If Owner is a Land Trust, the names and addresses of the beneficiaries of the Trust:

II. Person Making Request (Petitioner/Applicant):

Name of Petitioner/Applicant: Marcelo Carlos / Contact: Patrick M. Griffin, Attorney

Petitioner's/Applicant's Address: 1122 Grand Ave., Waukegan, IL 60085

Petitioner's /Applicant's Phone Number: 630-524-2566

III. Location of Property:

General Location of Property: North side of Dean St., West of Randall Rd.

Acreage of Parcel: +/- 1.3 acres

Permanent Index Number(s): 09-29-227-083

Legal Description (attach as Exhibit A)

IV. Reimbursement of Fees:


If the City determines, in its sole and exclusive discretion, that it is necessary to obtain professional services, including, but not limited to, attorneys; engineers; planners; architects; surveyors; court reporters; traffic, drainage or other consultants, and/or to incur costs related to any required notices or recordations, in connection with any Petition or Application filed by the Petitioner/Applicant, then the Petitioner/Applicant and Owner shall be jointly and severally liable for the payment of such professional fees and costs, as shall actually be incurred by the City.

The remedies available to the City as set forth hereinabove are non-exclusive and nothing herein shall be deemed to limit or waive the City's right to seek relief of such fees against any or all are responsible parties in a court of competent jurisdiction.

Any remaining balance of funds deposited pursuant to this Agreement shall be refunded upon the later occurring of the following events: completion of City deliberation on the petition or application, recordation of all necessary documents associated with the petition or application, or issuance of a building permit upon the real property in question.

BY SIGNING BELOW, THE PETITIONER/APPLICANT AND OWNER ACKNOWLEDGE THAT EACH OF THEM HAS READ THE FOREGOING PARAGRAPHS AND EACH OF THEM FULLY UNDERSTANDS AND AGREES TO COMPLY WITH THE TERMS SET FORTH HEREIN. FURTHER, BY SIGNING BELOW, EACH SIGNATORY WARRANTS THAT HE/SHE/IT POSSESSES FULL AUTHORITY TO SO SIGN.

THE PETITIONER/APPLICANT AND OWNER AGREE THAT PETITIONER/APPLICANT AND OWNER SHALL BE JOINTLY AND SEVERALLY LIABLE FOR PAYMENT OF FEES REFERRED TO IN APPLICABLE SECTIONS OF THE ORDINANCES OF THE CITY OF ST. CHARLES, AND AS SET FORTH HEREIN.



Petitioner/Applicant
PATRICK M. CIRIFFAL, ATTORNEY AND
AUTHORIZED AGENT



Owner
Valley Medical Building Corporation

Date: 10/15/20

City of St. Charles

By: _____
City Administrator

Attest

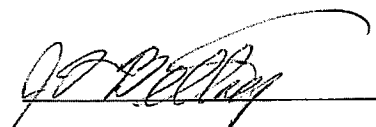
Date: _____

**OWNERSHIP DISCLOSURE FORM
CORPORATION**

STATE OF ILLINOIS)
) SS.
KANE COUNTY)

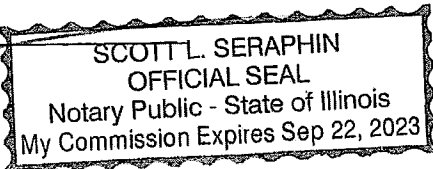
I, Dr. Jerome Bettag, being first duly sworn on oath depose and say that I am the
Secretary of Valley Medical Building Corporation
an Illinois Corporation and that the following persons are all of the shareholders of 7% or more
of the common stock of said Corporation:

- | | |
|-------------------------------|--------------------------------|
| _____ Mr. Ken Kowalski _____ | _____ Dr. Ken Noffsinger _____ |
| _____ Dr. David Hemmer _____ | _____ Dr. Jerome Bettag _____ |
| _____ Dr. Stewart Odell _____ | _____ _____ |
| _____ Dr. Ernie Isadore _____ | _____ _____ |

BY: 
TITLE: Secretary

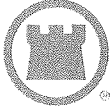
Subscribed and Sworn before me this 15th day of
October, 2020.

Notary Public



ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Commitment Number:

18GNW745112GV
Revision 1

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Chicago Title Insurance Company

By:

President

Attest:

Secretary

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CHICAGO TITLE INSURANCE COMPANY

Transaction Identification Data for reference only:

ORIGINATING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Chicago Title Company, LLC 1795 West State Street Geneva, IL 60134 Main Phone: (630)232-2750 Email: ctgeneva@ctt.com	Chicago Title and Trust Company 1795 West State Street Geneva, IL 60134 Main Phone: (630)232-2750 Main Fax: (630)232-2341

Issued By: Seraphin & Rogers, Ltd.
2210 Dean St., Suite P-2
St. Charles, IL 60175

Order Number: 18GNW745112GV

Property Ref.: 2210 Dean St, Saint Charles, IL 60175

SCHEDULE A

1. Commitment Date: October 24, 2019
2. Policy to be issued:
 - (a) ALTA Owner's Policy 2006
 Proposed Insured: Marcelo M. Carlos and Anicia V. Carlos
 Proposed Policy Amount: \$750,000.00
 - (b) ALTA Loan Policy 2006
 Proposed Insured: Lender with a contractual obligation under a loan agreement with the Proposed Insured for an Owner's Policy, its successors and/or assigns as their respective interests may appear
 Proposed Policy Amount: \$10,000.00
3. The estate or interest in the Land described or referred to in this Commitment is:
 Fee Simple
4. The Title is, at the Commitment Date, vested in:
Valley Medical Building Corporation, an Illinois corporation

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SCHEDULE A
(continued)

5. The Land is described as follows:

Parcel 09-29-227-083-0000; Parcel 1: LOT 1 OF VALLEY MEDICAL INN SUBDIVISION, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

PARCEL 1A: EASEMENT FOR BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AND PARKING PURPOSES AS SET FORTH AND DESCRIBED IN INSTRUMENT RECORDED OCTOBER 21, 1996 DOCUMENT 96K075131.

END OF SCHEDULE A

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**SCHEDULE B, PART I
REQUIREMENTS**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
6. **The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.**

END OF SCHEDULE B, PART I

Title Insurance Agent:

Seraphin & Rogers, Ltd.
2210 Dean St., Suite P-2
St. Charles, IL 60175
Phone: (630)584-4659
Fax: (630)584-4123

Authorized Signatory

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**SCHEDULE B, PART II
EXCEPTIONS**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

General Exceptions

1. **Rights or claims of parties in possession not shown by Public Records.**
2. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.**
3. **Easements, or claims of easements, not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **Taxes or special assessments which are not shown as existing liens by the Public Records.**
6. **We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically.**
7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
- AO 8. Taxes for the years 2019.

Taxes for the years 2019 are not yet due or payable.

Permanent Tax No.: 09-29-227-083-0000

Note: Taxes for the year 2018 amounting to \$46,715.02 are paid of record.
- AN 9. As to deeds 98K077388 and 2001k055659 these may be defective in that legal description did not describe the plat of Subdivision document 96K080489 see legal description now set forth in schedule A, we note any consequences of such.

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**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

- D 10. Mortgage dated March 31, 1997 and recorded April 1, 1997 as Document No. 97K019951 and re-recorded as 98K056159 made by Valley Ambulatory Surgery Center to Kane County Bank and Trust Company to secure an indebtedness in the amount of \$1,545,885.00.
- E 11. Assignment of Rents recorded April 1, 1997 as Document No. 97K019952 and re-recorded as 98K056160 made by Valley Ambulatory Surgery Center to Kane County Bank & Trust Company.
- G 12. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:
- Name of Corporation: Valley Medical Building Corporation
- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent
- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- The Company reserves the right to add additional items or make further requirements after review of the requested documentation.
- Y 13. Rights of the united states of america to recover any public funds advanced under the provisions of one or more of the various federal statutes relating to health care.
- O 14. Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
- P 15. The Company should be furnished a statement that there is no property manager employed to manage the Land, or, in the alternative, a final lien waiver from any such property manager.
- H 16. The Land described in Schedule A either is unsubdivided property or constitutes part of a subdivided lot. As a result, a Plat Act Affidavit should accompany any conveyance to be recorded. In the alternative, compliance should be had with the provisions of the Plat Act (765 ILCS 205/1 et seq.)

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**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

- I 17. Rights of Way for drainage tiles, ditches, feeders, laterals and underground pipes, if any.
- J 18. Resolution recorded May 22, 1974 as document 1298984 by the board of supervisor's, County of Kane, establishing Randall Road as a "freeway" and limiting access thereon.
- K 19. A "private drive" runs from properties North and adjoining through the land.
- L 20. Grant from St. Charles National Bank as trust number 651 to Commonwealth Edison and Illinois Bell recorded October 2, 1992 as document 92K70072 for public utility purposes over the land. the easements granted hereby shall be automatically limited to those areas wherein grantee's facilities are located, plus five (5) feet on either side thereof. (no specific location on document).
- N 21. Ordinance No. 1006-M-15 recorded April 1, 1996 as document 96K022820, authorizing the execution of an annexation agreement (Valley Ambulatory Surgery Center Recovery Facility PUD)
- M 22. Ordinance No. 1996-M-16 recorded April 1, 1996 as document 96K022821, annexing certain unincorporated territory to the City of St. Charles (Valley Ambulatory Surgery Center Recovery Facility PUD)
- T 23. Easements for ingress and egress and restrictions described in deeds recorded as 93K84278, 1886061, 2013288, and 92K35839
- AJ 24. Easements and provisions for detention, city and utilities on the plat of Subdivision document 96K080489
- AK 25. Building line on plat of Subdivision document 96K080489 along Easterly 50 feet
- AL 26. As Contained In The Legend Of The Plat Recorded November 13, 1996 As Document 96k080489;
No Direct Access To Randall Road From Lot 1. Ingress And Egress Via Easements Provided On Timber Ridge Professional Park Per Document #96k075131 Recorded October 21, 1996.
- AM 27. Terms and provisions of easement instrument recorded November 5 1991 document 91K60190 as to public utilities and water mains and sewers et al

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**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

- AC 28. Terms and provisions of ingress and egress easement instrument document 96K075131
- Z 29. Note for additional information: the "**Kane**" county recorder requires that any documents presented for recording contain the following information:
- A. The name and address of the party who prepared the document;
 - B. The name and address of the party to whom the document should be mailed after recording;
 - C. All permanent real estate tax index numbers of any property legally described in the document;
 - D. The address of any property legally described in the document;
 - E. All deeds should contain the address of the grantee and should also note the name and address of the party to whom the tax bills should be sent.
 - F. Any deeds conveying unsubdivided land, or, portions of subdivided land, may need to be accompanied by a properly executed "plat act affidavit."
- AA 30. Note: The land lies within a county which is subject to the Predatory Lending Database Act (765 ILCS 77/70 et seq. as amended). A Certificate of Compliance with the act or a Certificate of Exemption therefrom must be obtained at time of closing in order for the Company to record any insured mortgage. If the closing is not conducted by the company, a certificate of compliance or a certificate of exemption must be attached to any mortgage to be recorded.
- Note: for Kane, Will and Peoria counties, the act applies to mortgages recorded on or after July 1, 2010.

END OF SCHEDULE B, PART II

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS**1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements;
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I-Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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(continued)

- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is Two Million And No/100 Dollars (\$2,000,000.00) or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

END OF CONDITIONS

1031 EXCHANGE SERVICES

If your transaction involves a tax deferred exchange, we offer this service through our 1031 division, IPX1031. As the nation's largest 1031 company, IPX1031 offers guidance and expertise. Security for Exchange funds includes segregated bank accounts and a 100 million dollar Fidelity Bond. Fidelity National Title Group also provides a 50 million dollar Performance Guaranty for each Exchange. For additional information, or to set-up an Exchange, please call Scott Nathanson at (312)223-2178 or Anna Barsky at (312)223-2169.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

**FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE
Revised May 1, 2018**

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF", "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

Browsing Information. FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

How Personal Information is Collected

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

How Browsing Information is Collected

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see "**Choices With Your Information**" to learn the disclosures you can restrict.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

Choices With Your Information

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

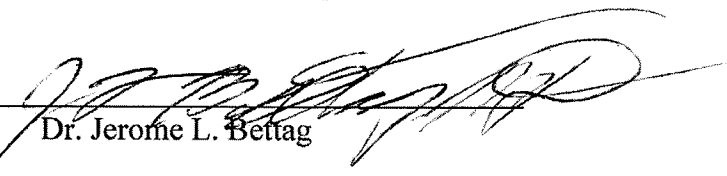
OWNER AUTHORIZATION

The undersigned, Valley Medical Building Corporation (“Owner”) certifies that it has authorized the foregoing Application for Special Use and/or Amendment to Planned Unit Development to be submitted to the City of St. Charles (the “Application”).

The undersigned provides this authorization solely as Owner of the real estate that is the subject of the Application, and for the limited purpose of consenting to the Application. Owner makes no representation as to the Application’s conformance with applicable ordinances.

OWNER:

Valley Medical Building Corporation

By: 
Dr. Jerome L. Beltag

Its: Secretary

Date: 02.14.2020

LEGAL DESCRIPTION

PARCEL 1:

LOT 1 OF VALLEY MEDICAL INN SUBDIVISION, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

PARCEL 1A:

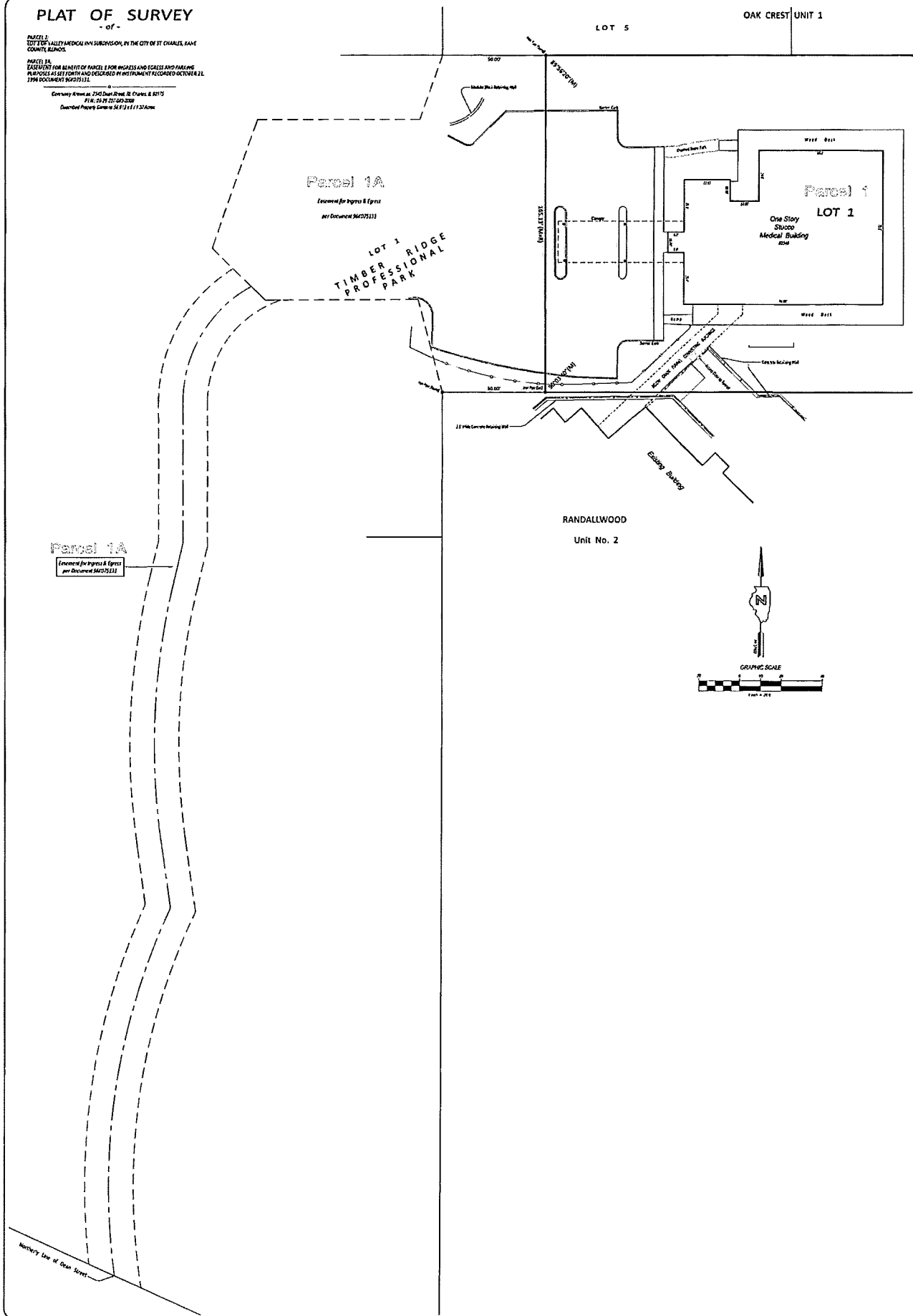
EASEMENT FOR BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AND PARKING PURPOSES AS SET FORTH AND DESCRIBED IN INSTRUMENT RECORDED OCTOBER 21, 1996 DOCUMENT 96K075131.

PLAT OF SURVEY
- of -

PARCEL 1:
LOT 1 OF VALLEY HAVEN IN SUBDIVISION BY THE CITY OF ST. CHARLES, SAINT
COUNTY, ILLINOIS.

PARCEL 1A:
EASEMENT FOR BENEFIT OF PARCEL 1 FOR ACCESS AND EGRESS AND PARKING
PROPOSED AS SET FORTH AND DESCRIBED BY INSTRUMENT RECORDED OCTOBER 2, 2019
DOCUMENT 16025111.

Cornerary Avenue at 21st Dean Street at Pines & 2075
P.L.S. 15187 021600 2008
Document Property Center 1611111121/Access



PROJECT	20-120
CAD NUMBER	20-120-001
SCALE	1" = 20'
SHEET	2 of 2
DRAWN BY	SKK

PROJECT	PLAT OF SURVEY 2340 DEAN STREET ST. CHARLES, IL 60175
---------	---

PREPARED FOR:	GRIFFIN WILLIAMS LLP 21 N FOURTH STREET GENEVA, IL 60134
---------------	--

No.	Date	Revision Description	By.



KRISCH LAND SURVEYING LLC

P.O. Box 929 PLAINFIELD, IL 60544-0929
PHONE: (830) 627-5589 / FAX: (830) 627-5594
www.krischlandsurveying.com

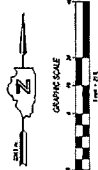
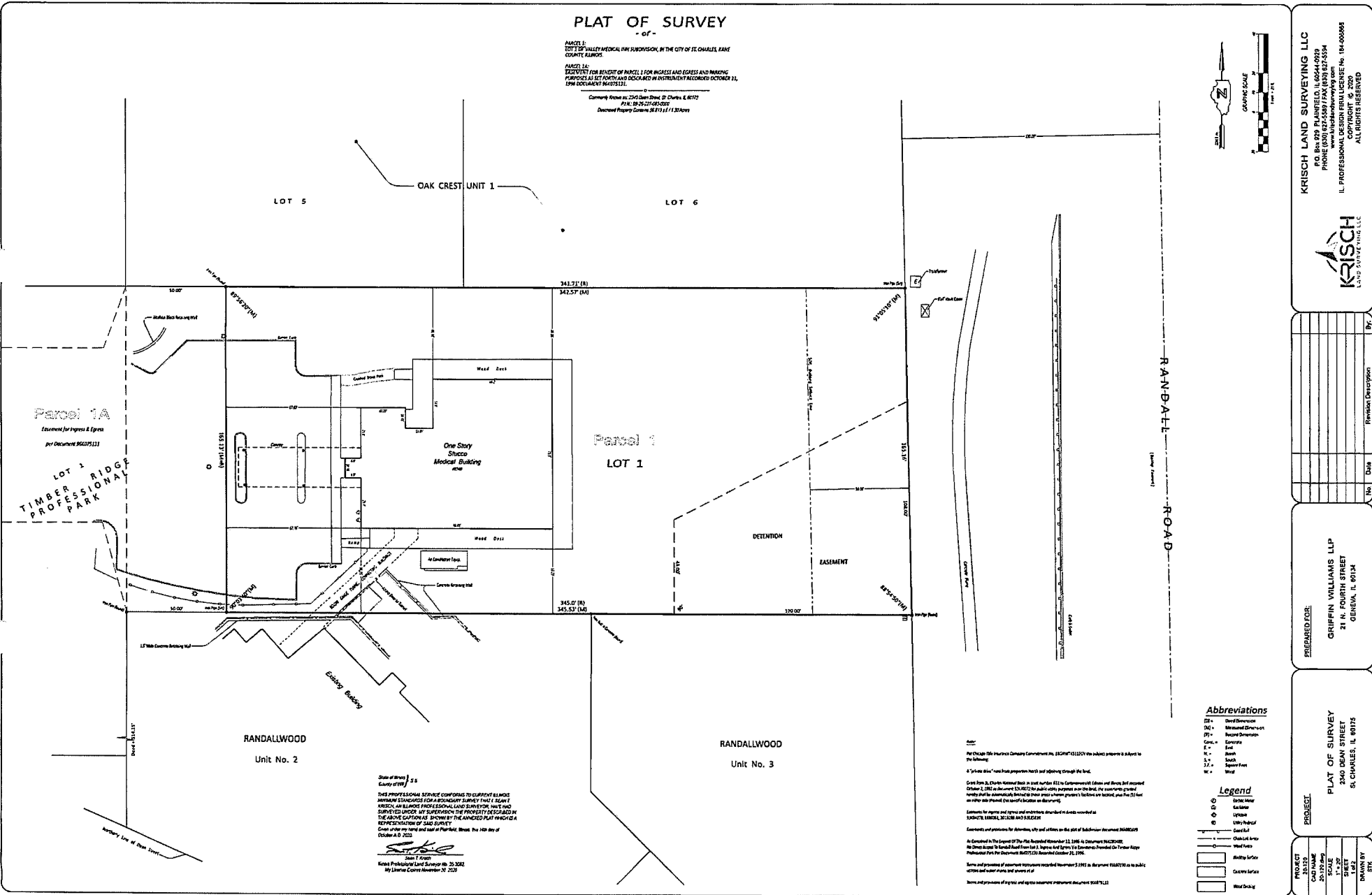
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PLAT OF SURVEY

PARCEL 1:
LOT 1 OF TALLEY MEDICAL PARK SURVEY, IN THE CITY OF ST. CHARLES, EARLY
COUNTY, MISSOURI.

PARCEL 2A:
EXISTING LOT FOR INGRESS AND EGRESS AND PARKING
PURPOSES AS SET FORTH AND DESCRIBED IN INSTRUMENT RECORDED OCTOBER 21,
1998 DOCUMENT #64279131.

Commonly Known as 2340 Dean Street, St. Charles, MO 63072
SIT: 19-262331-00-002
Declarant Property Contains 38,813.11 ± ± S.Acre



KRISCH LAND SURVEYING LLC
10243 Maplewood
Phone (636) 927-5839 FAX (636) 927-5534
www.krishlandsurveying.com
IL PROFESSIONAL DESIGN FIRM LICENSE No. 194-000984
CR 01/01/19
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No.	Date	Revision Description	By:

PREPARED FOR:
GRIFFIN WILLIAMS LLP
21 N. FOURTH STREET
GENEVA, IL 60134

PROJECT:
PLAT OF SURVEY
2340 DEAN STREET
ST. CHARLES, IL 63072

PROJECT
JOB NAME
SCALE
SHEET
DATE
DRAWN BY
CHECKED

State of Missouri
County of Early
*THIS PROFESSIONAL SERVICE CONFORMS TO CURRENT ELSHORE
STANDARD STANDARDS FOR A BOUNDARY SURVEY THAT IS BASED UPON
PRECISE MEASUREMENTS OF DISTANCE, ANGLE AND AREA, AND HAS BEEN
SUPERVISED BY SUPERVISOR THE PROPERTY DESCRIBED IN
THE ABOVE CASE IS KNOWN BY THE APPLICABLE INSTRUMENTS
REPRESENTATION OF SAID SURVEY*
Gives on my hand and seal at St. Charles, Miss. this 14th day of
October A.D. 2023.
John T. Smith
Senior Professional Land Surveyor No. 30,332
My License Expires November 30, 2025

Noted:
The Chicago Title Insurance Company Contract No. 125074720222 has subject property is subject to
the following:
A "Vehicular Easement" easement (property not) and adjoining through the land.
Cross Section 3, Clark Medical Building is located north of the Survey and is located on the
October 2, 1997 as Document 12470222. The public utility purposes as in the deed, the easement provided
to the easement holder for the use and purpose of the utility as shown on the plat and for the utility
as other uses thereof (as shown on the plat).
Easements for ingress and egress and utilities described in the plat recorded at
12/18/21 12:00:00 AM and 12/18/21
Consents and approvals for abbreviations, city and office on the job of subdivision instrument 26682510
As Granted by the Support of The Plat Registered November 13, 1998 As Document 12470222.
No Other Record to be noted here from last 3 years and before 1/24/2000 as provided on the Survey.
Aerial Photographs of the property recorded November 5, 1997 in Document 12470222 to be public
utility and other uses (as shown on the plat).
Terms and purposes of ingress and egress easement instrument recorded 12/18/21

- Abbreviations**
- DB = Ditch Dimension
 - ED = Elevation Dimension
 - PD = Point Dimension
 - Con. = Concourse
 - L. = Line
 - St. = Street
 - S.F. = Square Feet
 - W. = Width
- Legend**
- Circle with dot = Easement
 - Square with dot = Easement
 - Circle with cross = Easement
 - Circle with slash = Easement
 - Circle with asterisk = Easement
 - Circle with triangle = Easement
 - Circle with diamond = Easement
 - Circle with square = Easement
 - Circle with hexagon = Easement
 - Circle with octagon = Easement
 - Circle with star = Easement
 - Circle with heart = Easement
 - Circle with cross-in-square = Easement
 - Circle with ring = Easement
 - Circle with dot-in-square = Easement
 - Circle with cross-in-circle = Easement
 - Circle with dot-in-circle = Easement
 - Circle with cross-in-square-in-circle = Easement
 - Circle with dot-in-square-in-circle = Easement
 - Circle with cross-in-circle-in-square = Easement
 - Circle with dot-in-circle-in-square = Easement
 - Circle with cross-in-square-in-circle-in-square = Easement
 - Circle with dot-in-square-in-circle-in-square = Easement

CRITERIA FOR PLANNED UNIT DEVELOPMENTS (PUDS)



For Special Use for PUD or PUD Amendment applications.

The St. Charles Zoning Ordinance requires the Plan Commission to consider the criteria listed below in making a recommendation to the City Council on whether a proposed Planned Unit Development is in the public interest.

As the applicant, the "burden of proof" is on you to provide information that addresses the criteria below in order to demonstrate that the project is in the public interest.

(You may utilize this form or provide the responses on another sheet.)

Valley Ambulatory Surgery Center PUD

10-15-20

PUD Name

Date

From the St. Charles Zoning Ordinance, Section 17.04.410.3:

The Plan Commission shall not favorably recommend, and the City Council shall not approve, a Special Use for a PUD or an amendment to a Special Use for a PUD unless they each make findings of fact based on the application and the evidence presented at the public hearing that the PUD is in the public interest, based on the following criteria:

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

The proposed use advances several of the factors listed in Section 17.04.400.A in that:

(1) it encourages the harmonious integration of an assisted living facility within a currently vacant recovery care center; (2) it preserves all existing improvements and infrastructure; and (3) it promotes the economical adaptive re-use of a now obsolete facility.

- 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 proposed amendment advances the factors listed in Section 17.04.400.B and supports the requested variances from the original PUD standards in that it preserves all of the existing improvements, infrastructure an other existing attributed of the PUD, while allowing the adaptive re-use of the existing building for an assisted living facility.

iii. The proposed PUD conforms with the standards applicable to Special Uses (section 17.04.330.C.2):

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

The proposed amendment will serve the public convenience by providing a use that is in demand in replacement of an obsolete use. The underlying OR - Office Research zoning district already allows assisted living facilities a permitted use, and the location of this use adjacent to the Randall Rd. corridor will provide convenience to the facility's residents and visitors.

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

The proposed use is located within an existing PUD already developed with all required utilities, access roads and drainage facilities, and the proposed use will have no adverse impact on the existing infrastructure as it is not increasing the intensity of developemnt within the PUD.

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

The proposed amendment wil not be injurious to nearby properties in that it utilizes the existing existing building and no additional exterior improvements or expansion is planned.

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 proposed amendment will not impede the normal and orderly development of the surrounding property, and in fact will assist in the full utilization of the existing PUD.

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

The proposed amendment will not be detrimental to, nor will it endanger the public health, safety, comfort or general welfare in that it merely seeks to utilize an existing building for a use that is permitted in the underlying OR - Office / Research zoning district, but which is not currently a permitted use under the PUD ordinance.

- F. Conformance with Codes: That the proposed Special Use conforms to all applicable provisions of the St. Charles Municipal Code and meets or exceeds all applicable provisions of this Title, except as may be varied pursuant to a Special Use for Planned Unit Development.

The proposed amendment conforms to all existing federal, State and local laws and meets or exceeds all applicable provisions of the St. Charles Municipal Code, except as may be varied pursuant to a Special Use or Planned Unit Development. The only departure from existing requirements is (the assisted living facility as a permitted use) is being addressed by this proposed amendment.

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

The proposed amendment will be beneficial to the physical development, diversity, tax base and economic well-being of the City in that it will encourage the adaptive re-use of a currently vacant building and will replace an obsolete use.

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

The proposed amendment conforms to the purposes and intent of the Comprehensive Plan in that it: (1) Promotes orderly growth and change; (2) enhances the economic viability and productivity of the Randall Rd. corridor; and (3) Encourages the adaptive re-use of a functionally obsolete improvement, among others.

CITY OF ST. CHARLES

ORDINANCE NO. 1996-M-17

AN ORDINANCE GRANTING A SPECIAL USE AS A PLANNED
UNIT DEVELOPMENT FOR THE VALLEY AMBULATORY
SURGERY CENTER RECOVERY FACILITY PUD

ADOPTED BY THE

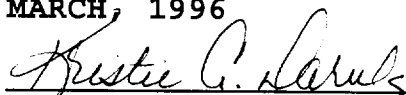
CITY COUNCIL

OF THE

CITY OF ST. CHARLES

THIS 4TH DAY OF MARCH, 1996

PUBLISHED IN PAMPHLET FORM BY
AUTHORITY OF THE CITY COUNCIL
OF THE CITY OF ST. CHARLES,
KANE AND DU PAGE COUNTIES,
ILLINOIS, THIS 8TH DAY OF
MARCH, 1996



CITY CLERK

(S E A L)

DATE OF PUBLICATION 3/8/96
NEWSPAPER *Samphlet Form*

REFER TO:
MINUTES 3/4/96
PAGE _____

ORDINANCE NO. 1996-M-17

AN ORDINANCE GRANTING A SPECIAL USE AS A PLANNED
UNIT DEVELOPMENT FOR THE VALLEY AMBULATORY
SURGERY CENTER RECOVERY FACILITY PUD

WHEREAS, a petition for rezoning to the O-R-1 Office Research District and for the granting of a Special Use as a Planned Unit Development for the real estate described in Exhibit "I" attached hereto and made a part hereof, (hereinafter sometimes referred as "Subject Realty") has been filed by ALPINE LAND CORPORATION, an Illinois Corporation, whose successor in interest is VALLEY AMBULATORY SURGERY CENTER, an Illinois Limited Partnership (hereinafter referred to as "RECORD OWNER") ST. CHARLES LAND COMPANY, an Illinois Corporation, and B&B ENTERPRISES, an Illinois partnership, agents for RECORD OWNER (hereinafter collectively referred to as "DEVELOPER"), (said RECORD OWNER and DEVELOPER being collectively referred to as "OWNERS"), and

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

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

WHEREAS, the Subject Realty is the subject of an "Annexation Agreement City of St. Charles, Valley Ambulatory Surgery Center Recovery Facility PUD" dated February 16, 1996 (hereinafter referred to as the "Annexation Agreement").

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY

OF ST. CHARLES, KANE AND DUPAGE COUNTIES, ILLINOIS, as follows:

SECTION 1. That Section 17.02.180 of Title 17 of the St. Charles Municipal Code, as amended, and as set forth in the Zoning District Map as described therein and on file in the Office of the City Clerk, is hereby amended by rezoning the Subject Realty to the O-R-1 Office Research District and by the granting of a Special Use as a Planned Unit Development, pursuant to the provisions of Title 17 of the St. Charles Municipal Code, as amended, subject to the additional conditions, variations and restrictions hereinafter set forth.

SECTION 2. That the Subject Realty may be developed only in accordance with all ordinances of the City as now in effect or hereafter amended (except as specifically varied herein), and in accordance with the additional procedures, definitions, uses, and restrictions contained herein and as set forth in Exhibits, II, III and IV, all as attached hereto and made a part hereof.

A. Zoning Requirements and Standards. The development of the Subject Realty shall conform with the provisions of the O-R-1 Office-Research District as set forth in the St. Charles Zoning Ordinance, except as specifically provided herein. The permitted uses within the Subject Realty shall be limited to those set forth in Exhibit "II".

1. Bulk Requirements: The minimum lot area, lot width, building height, floor area ratio, yard and setback

requirements applicable to the O-R-1 Office Research District shall apply to the Subject Realty, except as specifically provided in Exhibit "II".

2. Off-street parking and loading: The off-street parking and loading provisions set forth in Chapter 17.38, "Off-Street Loading and Parking" of the St. Charles Municipal Code in effect at the time of application for a building permit shall apply to the Subject Realty, except as otherwise provided in Exhibit II.

3. Signs: The sign provisions set forth in the St. Charles Zoning Ordinance applicable to the O-R-1 Office Research District in effect at the time of application for a sign permit shall apply to the Subject Realty.

B. PRELIMINARY AND ENGINEERING PLANS AND FINAL PLAT

No engineering plans or final plat for any part of the Subject Realty shall be approved prior to City Council approval of a Preliminary Plan for the entire Subject realty conforming to Title 16 and Title 17 of the St. Charles Municipal Code, as amended, in effect at the time of receipt by CITY of a complete submittal.

Following approval of such Preliminary Plan OWNERS may submit final engineering plans and a final plat substantially in accordance with the approved Preliminary Plan and the provisions of the St. Charles Municipal Code, as amended, in

effect at the time of receipt by CITY of a complete submittal; such engineering plans shall include engineering plans for any offsite improvements related to that portion of the Subject Realty being developed, as determined by CITY.

No final plat for any part of the Subject Realty shall be approved prior to approval of engineering plans for the Subject Realty and any offsite improvements necessary to service the Subject Realty as reasonably determined by CITY. No final plat for the Subject Realty shall be recorded prior to City Council approval and receipt of the guarantee for completion of the Land Improvements (as defined in Title 16 of the St. Charles Municipal Code) in relation to the Subject Realty and any offsite improvements, all as necessary to service the Subject Realty as reasonably determined by CITY. Such guarantee shall comply with the requirements of Title 16 of the St. Charles Municipal Code.

Prior to final approval and issuance of any building permit for a tunnel or other structure which is proposed to extend across or under any lot line of the Subject Realty onto adjoining property, CITY shall be satisfied that an adequate joint maintenance agreement exists for the construction and maintenance of the tunnel or other structure extending across or under the lot line.

C. COMMENCEMENT OF CONSTRUCTION

No construction of Land Improvements shall be commenced prior to approval of engineering plans for the Land Improvements for the Subject Realty.

No building permit shall be issued for construction of any building, structure, or part thereof on the Subject Realty until a final plat has been approved and recorded for the Subject Realty. In addition, no building permit shall be issued prior to the time that a) streets or construction roads are passable for ingress and egress by emergency and inspection vehicles, and b) water supply facilities adequate to provide fire protection to structures under construction have been accepted by the City Council. Determination of acceptable condition of the streets or roads shall be made by the Director of Public Works and the Building Commissioner, and determination of adequacy of water supply facilities shall be made by the Director of Public Works and the Fire Chief.

D. COMPLETION OF IMPROVEMENTS PRIOR TO OCCUPANCY

No occupancy permit shall be issued for any building within the Subject Realty until after City Council acceptance of the Land Improvements for the Subject Realty and related offsite improvements; however, sidewalks, street trees, parkway seeding, and final surface course of streets need not be completed prior to issuance of an occupancy permit.

E. RESTORATION

OWNERS shall repair and replace, in accordance with the original sizes, standards and topography, in a manner satisfactory to the CITY, all CITY property damaged or disturbed by reason of any work in connection with the development of the Subject Realty.

F. FACILITIES TO BE UNDERGROUND

OWNERS shall provide that all utilities and communications facilities to be installed to serve the Subject Realty, including telephone, electric, and cable television, shall be underground, and this requirement shall be affixed to all final plats.

G. EASEMENTS

An easement or easements over, under and upon that portion of the Subject Realty reasonably determined by CITY to be necessary for access for emergency vehicles and for access for maintenance, repair, replacement and customary servicing of all electricity lines, sanitary sewer, storm drainage, stormwater detention and retention, and water main systems, telephone lines, natural gas supply systems, communication facilities and other utilities, shall be provided at CITY's request on all final plats in favor of the CITY and all of the involved utility and communications companies, now or in the future receiving a CITY franchise, their respective officers, employees, and agents, together with related emergency and

service vehicles and equipment.

Prior to approval of a final plat for all or any part of the Subject Realty, OWNERS shall provide easements in a form acceptable to the CITY, providing for the following:

1. Ingress and Egress across adjoining property from the Subject Realty to Dean Street, at a minimum width of 24 feet, for access to and for the uses permitted within the Subject Realty.
2. Ingress and egress across adjoining property from the Subject Realty to Dean Street, at a minimum width of 24 feet, for all emergency vehicles and for access for maintenance, repair, replacement and customary servicing of all electricity lines, sanitary sewer, storm drainage, stormwater detention and retention, and water supply systems, telephone lines, natural gas supply systems, communication facilities and other utilities, in connection with the development or maintenance of the Subject Realty.

H. SOIL EROSION CONTROL

OWNERS shall adhere to measures for the prevention of soil erosion during the development of the Subject Realty pursuant to the ordinances of the CITY, the "Standards and Specifications for Soil Erosion and Sedimentation Control"

published by the Illinois Environmental Protection Agency in 1987, as amended, the "Illinois Procedures and Standards of Urban Soil Erosion and Sedimentation Control" published in 1988, as amended, and the recommended procedures of the Kane-DuPage Soil and Water Conservation District and any other applicable regulatory agency, whichever is more restrictive, as determined by the CITY. An erosion control plan shall be submitted by OWNERS to the CITY with the final engineering plans for each unit or phase, and shall be subject to review and approval of the Director of Public Works and Director of Planning and Development. No earth moving or other construction activities shall commence prior to the CITY's approval of an erosion control plan and the installation of erosion control measures and field approval of those measures (as field modified at the CITY's discretion) by the City Engineer. Upon five (5) days notice to OWNERS, the CITY shall have the right to stop any construction of Land Improvements, buildings and other structures if the City Engineer determines that the erosion control measures shown on the approved erosion control plan and as field modified are not being adequately maintained. The OWNERS agree that a stop work order may be issued against the violating party on these grounds and will not be lifted until all violations are corrected. The OWNERS shall indemnify and hold harmless the

CITY from any and all losses, claims, expenses and penalties including attorneys' fees arising out of the CITY's issuance of a stop work order on these grounds.

I. TREE PRESERVATION

OWNERS shall comply with the provisions of Exhibit "III" attached hereto and made a part hereof. As part of the Preliminary Plan, OWNERS shall submit a tree survey which identifies all wooded areas of the Subject Realty and all individual trees over 6 inches diameter at breast height by type and size, located within 100 feet of any proposed building, structure, grading, excavation or paving.

J. LANDSCAPING AND SCREENING

Landscaping for the Subject Realty shall be completed prior to the occupancy of any structure. However, if conditions beyond the control of the OWNERS prohibit the installation of the landscaping prior to a request for occupancy, a temporary certificate of occupancy may be issued for a period not to exceed six months. If the landscaping is not completed as of the expiration of the temporary certificate of occupancy, the Building Commissioner shall not be required to issue a final certificate of occupancy or any additional temporary certificates of occupancy, but may do so in his discretion as governed by the St. Charles Municipal Code.

The OWNERS shall maintain and replace as necessary all trees, shrubs and other plant materials, retaining walls, fencing, earth berms, and other landscaping features (hereinafter, "Landscaping") on the Subject Realty, in conformance with the Preliminary Plan and any amendments thereto including final engineering plans. In the event OWNERS fails to maintain, repair or replace the Landscaping, CITY may give OWNERS written notice of any such deficiency; upon receipt of such notice, OWNERS shall correct such deficiency within sixty (60) days thereof unless the nature, extent or weather conditions for the maintenance or replacement of the Landscaping prevents the OWNERS from correcting the deficiency within said time period. Under such circumstances, OWNERS shall correct such deficiency as soon as possible, but not later than six months from the date of notice. In the event of the conveyance or assignment of any part of the Subject Realty to anyone other than CITY, any such conveyance or assignment shall contain an agreement between the parties involved as to the responsibility for maintenance and replacement of Landscaping as contemplated in this paragraph.

If CITY enacts any ordinances or amendments thereto requiring more stringent standards with respect to maintenance and replacement of landscaping, such ordinances and amendments

shall apply to the Subject Realty.

In the event OWNERS shall fail to satisfy any of the conditions set forth in this Paragraph, CITY may utilize any or all of the remedies available to it including, but not limited to:

1. City may obtain a mandatory injunction requiring OWNERS to complete the installation or repair of the landscaping as required herein including any damages, expenses, costs and attorney's fees incurred in connection therewith;

2. City may proceed to install or repair such landscaping and shall be paid all costs, expenses and attorney's fees associated with enforcing the provisions of this paragraph and to such extent CITY may estimate the amount thereof and obtain judgment in advance of actually completing such work and in advance of incurring such expenses, subject, however, to a refund of any costs not incurred within one year after receipt of such funds, and to the extent the expenses actually exceed the estimates, CITY shall have the right to additional relief for such additional expenses;

3. CITY shall have the right to refuse any and all building permits and occupancy permits as well as any other permits associated with the use of the Subject Realty;

4. City shall have the right without objection from the

OWNERS to establish a Special Service Area to pay all of such costs, expenses and attorney's fees with no limitation on the time of such Special Service Area and a maximum tax rate of 0.25 per cent (\$0.25 per \$100 of assessed valuation).

K. MAINTENANCE OF PRIVATE FACILITIES

The OWNERS shall repair and maintain all retention and detention basins, storm sewer lines, and surface drainage facilities on the Subject Realty which are not conveyed to and accepted by the CITY. In the event OWNERS fails to maintain, repair or replace said basins, lines, facilities, or any tributary appurtenances thereto, then CITY may correct such deficiencies, and may, pursuant to Exhibit IV, levy a Special Service Area tax to pay for same. In the event of the conveyance or assignment of all or any part of the Subject Realty to anyone other than CITY, any such conveyance or assignment shall contain an agreement between the parties involved as to the responsibility for repair and maintenance as contemplated in this paragraph.

L. SITE LIGHTING

All exterior lighting fixtures within the Subject Realty shall be a maximum of 15 feet above grade. Lighting fixtures and standards shall be designed to be "high-cutoff" or shall otherwise be designed and located so that glare from direct lighting is not visible from adjoining residential property.

M. MISCELLANEOUS

Additional provisions set forth in Exhibit "IV" are hereby incorporated by reference as if fully set forth herein.

SECTION 3. HOLD HARMLESS AND INDEMNIFICATION

In the event a claim is made against the CITY, its officers, other officials, agents and employees or any of them, or if the CITY is made a party-defendant in any proceeding arising out of or in connection with the approval and issuance of a Special Use Permit for a Planned Unit Development for the Subject Realty, or the development of the Subject Realty, including matters pertaining to hazardous materials and other environmental matters, the OWNERS shall defend and hold the CITY and such officers, other officials, agents and employees harmless from all claims, liabilities, losses, taxes, judgments, costs and fees, including expenses and reasonable attorney's fees, in connection therewith. The CITY and such officers, other officials, agents and employees shall reasonably cooperate in the defense of such proceedings.

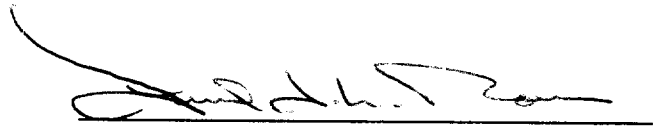
SECTION 4. That this Ordinance shall become effective from and after its passage and approval in accordance with law.

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 4th day of March, 1996.


PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 4th day of March, 1996.

Ordinance No. 1996-M-17
Page 14

APPROVED by the Mayor of the City of St. Charles, Kane and
DuPage Counties, Illinois this 4th day of March, 1996.


MAYOR

ATTEST:


CITY CLERK

COUNCIL VOTE:
AYES: 14
NAYS: 0
ABSENT: 0

EXHIBIT II
Zoning Standards

I. Permitted Uses:

- a. Post-surgical Recovery Care Center not to exceed twenty (20) beds, with the length of a patient's stay not exceeding the time period permitted for such facilities by the State of Illinois.
- b. Business, Professional and Medical Offices and Medical and Dental Clinics.

Any laboratory facilities, retail sales and other services shall be limited to those which directly support and are accessory to a permitted use. The hours of operation for any use on the site except the Post-surgery Recovery Care Center shall not commence prior to 6:00 A.M. and shall not extend beyond 9:00 P.M..

II. The following setbacks shall be required for buildings and other structures:

- a. 140 feet from the Randall Road right of way.
- b. 10 feet from the northerly property line.
- c. 0 feet from the southerly property line.
- d. 15 feet from the westerly property line.

III. Miscellaneous:

- a. All refuse and recycling containers shall be screened with a fence or other solid enclosure to a height of six feet.
- b. All lighting fixtures shall be a maximum of 15 feet high and shall be a high cutoff design so as to direct the glare of light downward.
- c. All rooftop equipment shall be screened from adjacent residential areas and streets.
- d. The number of required parking and loading spaces for a Post-surgical Recovery Care Center shall be determined in accordance with the provisions applicable to "hospitals" in Chapter 17.38 "Off-Street Loading and Parking".

EXHIBIT III
Tree Preservation

- a. If a tree identified for preservation on the Preliminary Plan cannot be saved, or if such a tree dies or is otherwise removed within two years of the recording of the final plat for the Subject Realty, OWNERS shall replace it with trees of the same or similar species having a minimum caliper of three inches each, and the aggregate caliper of the replacement trees shall equal or exceed the diameter at breast height of the dead or removed tree. The species and planting location of such replacement trees shall be subject to the approval of the Director of Planning and Development or his designee. For purposes of this Paragraph, "caliper" shall mean the trunk diameter of a nursery stock tree, measured six inches above the proposed planted grade, and "diameter at breast height" shall mean the trunk diameter of a tree on the Subject Realty, measured at four and one half feet above the existing grade.
- b. All individual trees to be preserved shall be tagged by a professional Landscape Architect or Horticulturist before any grading, clearing or construction commences on-site.
- c. Wooded areas and individual trees that are to be preserved are to be protected with fencing. Fencing shall be installed prior to any construction equipment being brought on-site. Fencing shall extend to the dripline of the individual tree or wooded area and shall be a minimum of 24" high so as to be visible to all construction personnel.
- d. Grade changes (unless for purposes of constructing tree wells), utility trenches, and storage of construction equipment shall not be allowed within fenced areas.
- e. All trees to be saved which have been subjected to construction activity within the dripline shall be selectively thinned as directed by a professional arborist. Trees shall not be topped, headed back, skinned (removal of interior branches), or climbed with spikes. All dead wood shall be removed to reduce hazard.
- f. All accidental damage to existing trees intended to be saved shall be promptly treated as required in accordance with recognized horticultural practices and the instructions of a professional arborist.
- g. Broken or badly bruised branches shall be removed with a clean cut.

- h. No equipment, materials, or supplies shall encroach upon the areas designated as tree protection zones (including but not limited to those areas within the dripline of the trees) at any time during construction of the project.
- i. Contractors shall avoid damaging trees and vegetation with material, machinery, equipment and engine exhaust.
- j. Contractors shall avoid damaging trees and vegetation with spills or discharge of fuel, oil, hydraulic fluid, anti-freeze and coolants, calcium chloride, lime and any other substances which can be harmful.
- k. No cutting or trimming of trees is permitted without first obtaining specific written permission from the City.
- l. No fires of any type are permitted on the site at any time.
- m. City or its arborist may make periodic tours of the site in order to determine how best to protect the trees as construction progresses.
- n. City shall have the right to stop construction to enforce compliance with these requirements.

EXHIBIT IV

3. REQUIRED LAND IMPROVEMENTS

OWNERS shall be responsible for and pay for the design, engineering, construction engineering and all other costs for installation of all onsite Land Improvements as required by the provisions of Title 16 of the St. Charles Municipal Code, as amended, and all offsite Land Improvements determined by the City Council to be necessary for the development of the SUBJECT REALTY. All such Land Improvements shall be included in the guarantee for completion required by the provisions of Title 16 of the St. Charles Municipal Code, as amended.

4. OFFSITE EASEMENTS AND EMINENT DOMAIN

OWNERS are responsible for obtaining all offsite easements and rights of possession for all onsite and offsite Land Improvements necessary for the development of the SUBJECT REALTY. In the event OWNERS are unable to obtain such easements or rights of possession, the CITY agrees to exercise its power of eminent domain at the request of OWNERS, to obtain any such title to real estate, easements and rights of possession required by the CITY, or by the OWNERS which are reasonably acceptable to the City Council, for the installation and maintenance of onsite and offsite Land Improvements; provided, however, that the OWNERS shall pay all costs, expenses, judgments, and settlements including reasonable attorneys fees of the CITY arising out of or in connection therewith. Upon CITY's request, a guarantee of payment (in the form of a letter of credit, cash deposit or performance bond as designated by OWNERS) shall be submitted to and approved by the CITY prior to CITY incurring such costs, expenses, judgments, and settlements including reasonable attorneys fees. The form, amount, and provider of such letter of credit or performance bond and amount of such cash deposit shall be subject to review and approval by the City Council. Payment to or for CITY for all such costs, expenses including attorneys fees, judgments and settlements shall be made within 30 days after invoicing or other appropriate demand. Further, in the event payment is not timely made, CITY may discontinue any action on behalf of OWNERS, and may refuse to issue any permits requested by OWNERS.

5. LIMIT ON CITY RESPONSIBILITY FOR UTILITIES

The CITY shall not be held responsible for its inability to install any utility, or for any loss or damage including consequential damage, or delay in installation caused by inability to obtain financing upon such terms as the City Council may determine, strikes, riots, elements, embargoes, failure of carriers, inability to obtain material, or other acts of God, or any other cause beyond CITY's reasonable control, including but not limited to the acquisition of easements, modifications of Facilities Planning Area boundaries, Army Corps of Engineers

permits, and Illinois Environmental Protection Agency permits.

6. REQUIREMENTS OF OTHER JURISDICTIONS

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 or OWNERS including but not limited to county, state and federal regulatory bodies.

7. BUILDING CODE

OWNERS shall comply in all respects with the applicable provisions of Title 15 of the St. Charles Municipal Code and other CITY ordinances pertaining to building which are in effect at the time OWNERS make application to the CITY for a building permit or permits in connection with the construction of buildings and structures on the SUBJECT REALTY, whether or not any of such ordinances are amended after the date hereof.

8. MAINTENANCE OF PRIVATE FACILITIES

The OWNERS agree to repair and maintain all private retention and detention basins, storm sewer lines, surface drainage facilities, and any other land improvements, common areas or facilities which are not conveyed to and accepted by CITY. In the event any are conveyed to the CITY, the OWNERS shall pay such Special Service Area tax or other tax or user fee of general applicability for maintenance and operational costs and expenses. In the event of the conveyance or assignment of all or part of the SUBJECT REALTY, the record title holders shall be responsible for such repair and maintenance as contemplated in this paragraph.

9. SPECIAL SERVICE AREAS

OWNERS agree not to object to the formation of and any amendment to one or more Special Service Areas including all or part of the SUBJECT REALTY, for the purpose of maintaining any or all of the following: Storm water detention and retention facilities and drainage ways within easements on or for the SUBJECT REALTY for a perpetual duration with a maximum rate of .03% per year (\$0.03 per \$100.00) of the assessed value, as equalized, of the taxable SUBJECT REALTY, excluding all taxable personal property. The OWNERS agree to cooperate in the formation thereof in such manner as the CITY shall deem reasonably necessary at whatever time the CITY proposes such Special Service Area.

10. REIMBURSEMENT

The OWNERS shall reimburse the CITY for reasonable attorney's fees, engineering and planning consultants, and CITY staff review time incurred by the CITY in connection with the processing and review of matters pertaining to this Annexation Agreement, including the drafting and negotiation hereof. Payment by OWNERS to the CITY shall occur promptly within thirty (30) days after receipt by the OWNERS of invoices for such work.

14. HOLD HARMLESS

In the event a claim is made against the CITY, its officers, other officials, agents and employees or any of them, or if the CITY is made a party-defendant in any proceeding arising out of or in connection with the approval and issuance of a Special Use Permit for a Planned Unit Development for the SUBJECT REALTY, or the development of the SUBJECT REALTY, including matters pertaining to hazardous materials and other environmental matters, the OWNERS shall defend and hold the CITY and such officers, other officials, agents and employees harmless from all claims, liabilities, losses, taxes, judgments, costs and fees, including expenses and reasonable attorney's fees, in connection therewith. The CITY and such officers, other officials, agents and employees shall reasonably cooperate in the defense of such proceedings.

STATE OF ILLINOIS)
) SS.
COUNTIES OF KANE AND DUPAGE)

C E R T I F I C A T E

I, KRISTIE A. DARULA, certify that I am the duly elected and acting municipal clerk of the city of St. Charles, Kane and DuPage Counties, Illinois.

I further certify that on March 4, 1996, the Corporate Authorities of such municipality passed and approved Ordinance No. 1996-M-17, entitled

"AN ORDINANCE GRANTING A SPECIAL USE AS A PLANNED UNIT DEVELOPMENT FOR THE VALLEY AMBULATORY SURGERY CENTER RECOVERY FACILITY PUD",

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

The pamphlet form of Ordinance No. 1996-M-17, including the Ordinance and a cover sheet thereof was prepared, and a copy of such Ordinance was posted in the municipal building, commencing on March 8, 1996, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

DATED at St. Charles, Illinois, this 8th day of March, 1996.



Municipal Clerk

(S E A L)

City of St. Charles, Illinois

Ordinance No. 1997-M-76

**An Ordinance Amending Ordinance No. 1996-M-17
(Valley Ambulatory - Setback)**

**Adopted by the
City Council
of the
City of St. Charles
June 16, 1997**

**Published in pamphlet form by
authority of the City Council
of the city of St. Charles,
Kane and Du Page Counties,
Illinois, June 20, 1997**



City Clerk

(SEAL)

DATE OF PUBLICATION 6/20/97
NEWSPAPER Pamphlet Form

REFER TO:
MINUTES 6/16/97
PAGE _____

ORDINANCE NO. 1997-M-76

**AN ORDINANCE AMENDING ORDINANCE No. 1996-M-17
(Valley Ambulatory-- Setback)**

WHEREAS, a petition to amend Ordinance No. 1996-M-17 entitled "AN ORDINANCE GRANTING A SPECIAL USE AS A PLANNED UNIT DEVELOPMENT FOR THE VALLEY AMBULATORY SURGERY CENTER RECOVERY FACILITY PUD" (hereinafter referred to as the "ORDINANCE"), for the real estate described in Exhibit "I" attached hereto and made a part hereof (hereinafter referred to as "SUBJECT REALTY"), has been filed by Valley Ambulatory Surgery Center, an Illinois Limited Partnership, record owner of the SUBJECT REALTY (hereinafter referred to as "OWNER"); and

WHEREAS, said petition requests an amendment to the ORDINANCE for the purpose of decreasing the setback along the westerly property line of the SUBJECT REALTY; and

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

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

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

SECTION 1. That ORDINANCE be and is hereby amended as follows:

A. Exhibit II to the ORDINANCE shall be deleted in its entirety, and that Exhibit II-A attached hereto shall be substituted therefor.

SECTION 2. That the ORDINANCE as hereby amended shall remain in full force and effect.

SECTION 3. That this Ordinance may be recorded in the office of the Kane County Recorder of Deeds by OWNER or City; the OWNER shall pay the recording fee.

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

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 16th day of June, 1997.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 16th day of June, 1997.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois this 16th day of June, 1997.


MAYOR

ATTEST:


CITY CLERK

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COUNCIL VOTE:

AYES: 11

NAYS: 0

ABSENT: 1

EXHIBIT I

THAT PART OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST 1/4; THENCE SOUTH ALONG THE EAST LINE OF SAID QUARTER SECTION 943.1 FEET; THENCE WEST ALONG A LINE FORMING AN ANGLE OF 90 DEGREES, 46 MINUTES, 0 SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, 217.8 FEET; THENCE SOUTHERLY ALONG A LINE FORMING AN ANGLE OF 93 DEGREES, 08 MINUTES, 30 SECONDS TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, 160.0 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 146.58 FEET AND BEING TANGENT TO THE LAST COURSE AT THE LAST DESCRIBED POINT, 72.48 FEET; THENCE SOUTHEASTERLY ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE AT THE LAST DESCRIBED POINT, 49.0 FEET; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 99 DEGREES, 28 MINUTES, 30 SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, 341.54 FEET TO THE EASTERLY LINE EXTENDED SOUTHERLY OF BITTERSWEET MANOR; THENCE SOUTHERLY ALONG SAID EASTERLY LINE EXTENDED SOUTHERLY, 169.0 FEET; THENCE EASTERLY AT RIGHT ANGLES TO THE THE EASTERLY LINE EXTENDED SOUTHERLY OF SAID BITTERSWEET MANOR, 135.29 FEET; THENCE NORTHEASTERLY ALONG A LINE THAT FORMS AN ANGLE OF 10 DEGREES, 25 MINUTES, 0 SECONDS TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, 200.0 FEET; THENCE EASTERLY ALONG A LINE THAT FORMS AN ANGLE OF 10 DEGREES, 08 MINUTES, 40 SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, 55.24 FEET TO THE WESTERLY RIGHT OF WAY LINE OF RANDALL ROAD AS ESTABLISHED BY DEDICATION RECORDED APRIL 23, 1964 AS DOCUMENT 1021755; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE OF RANDALL ROAD, 420.20 FEET TO AN ANGLE POINT; THENCE CONTINUING SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE OF RANDALL ROAD, BEING ALONG A LINE THAT FORMS AN ANGLE OF 0 DEGREES, 49 MINUTES, 0 SECONDS TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, 138.58 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTHERLY ALONG THE LAST DESCRIBED COURSE, 165.15 FEET TO A LINE DRAWN EASTERLY AT RIGHT ANGLES TO THE EASTERLY LINE OF DAHL'S SUBDIVISION, TOWN OF ST. CHARLES, KANE COUNTY, ILLINOIS FROM A POINT ON SAID EASTERLY LINE WHICH IS 514.15 FEET NORTHERLY OF, AS MEASURED ALONG SAID EASTERLY LINE, THE NORTHERLY LINE OF DEAN STREET; THENCE WESTERLY ALONG SAID LINE THAT FORMS AN ANGLE OF 89 DEGREES, 01 MINUTES, 51 SECONDS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, 345.0 FEET TO A POINT 50.0 FEET EASTERLY OF THE EASTERLY LINE OF SAID DAHL'S SUBDIVISION; THENCE NORTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 89 DEGREES, 56 MINUTES, 41 SECONDS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, 165.13 FEET; THENCE EASTERLY ALONG A LINE THAT FORMS AN ANGLE OF 90 DEGREES, 03 MINUTES, 19 SECONDS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, 341.71 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF ST. CHARLES, KANE COUNTY, ILLINOIS.

EXHIBIT II-A
Zoning Standards

I. Permitted Uses:

- a. Post-surgical Recovery Care Center not to exceed twenty (20) beds, with the length of a patient's stay not exceeding the time period permitted for such facilities by the State of Illinois.
- b. Business, Professional and Medical Offices and Medical and Dental Clinics.

Any laboratory facilities, retail sales and other services shall be limited to those which directly support and are accessory to a permitted use. The hours of operation for any use on the site except the Post-surgery Recovery Care Center shall not commence prior to 6:00 A.M. and shall not extend beyond 9:00 P.M..

II. The following setbacks shall be required for buildings and other structures:

- a. 140 feet from the Randall Road right of way.
- b. 10 feet from the northerly property line.
- c. 0 feet from the southerly property line.
- d. 7 feet from the westerly property line.

III. Miscellaneous:

- a. All refuse and recycling containers shall be screened with a fence or other solid enclosure to a height of six feet.
- b. All lighting fixtures shall be a maximum of 15 feet high and shall be a high cutoff design so as to direct the glare of light downward.
- c. All rooftop equipment shall be screened from adjacent residential areas and streets.
- d. The number of required parking and loading spaces for a Post-surgical Recovery Care Center shall be determined in accordance with the provisions applicable to "hospitals" in Chapter 17.38 "Off-Street Loading and Parking".

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

Certificate

I, KRISTIE A. DARULA, certify that I am the duly elected and acting municipal clerk of the city of St. Charles, Kane and DuPage Counties, Illinois.

I further certify that on June 16, 1997, the Corporate Authorities of such municipality passed and approved Ordinance No. 1997-M-76, entitled

"An Ordinance Amending Ordinance No. 1996-M-17
(Valley Ambulatory - Setback)",

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

The pamphlet form of Ordinance No. 1997-M-76, including the Ordinance and a cover sheet thereof was prepared, and a copy of such Ordinance was posted in the municipal building, commencing on June 20, 1997, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

DATED at St. Charles, Illinois, this _____ day of June, 1997.



Municipal Clerk

(SEAL)