

**City of St. Charles, Illinois**

**Ordinance No. 2005-Z-11**

**An Ordinance Amending Ordinance 1990-Z-2 and  
Granting an Amended Special Use as a  
Planned Unit Development in the  
B-3 Service Business District (Zylstra PUD)**

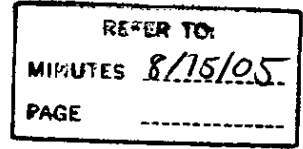
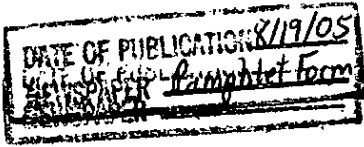
**Adopted by the  
City Council  
of the  
City of St. Charles  
August 15, 2005**

**Published in pamphlet form by  
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Kane and Du Page Counties,  
Illinois, August 19, 2005**

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

(SEAL)

CITY OF ST. CHARLES  
ILLINOIS



ORDINANCE NO. 2005-Z-11

AN ORDINANCE AMENDING ORDINANCE 1990-Z-2  
AND GRANTING AN AMENDED SPECIAL USE  
AS A PLANNED UNIT DEVELOPMENT  
IN THE B-3 SERVICE BUSINESS DISTRICT  
(Zylstra PUD)

WHEREAS, Ordinance 1990-Z-2 entitled "An Ordinance Granting a Special Use as a Planned Unit Development for the Raymond B. Miller Trust PUD" (the "Miller PUD Ordinance") granted a Special Use as a Planned Unit Development for the property described in Exhibit "I" attached hereto and made a part hereof (the "Miller Property"); and

WHEREAS, a petition to amend the Miller PUD Ordinance with respect to the real estate described in Exhibit "II" attached hereto and made a part hereof (hereinafter sometimes referred to as the "Zylstra Property"), being a portion of the Miller Property, has been filed by Zylstra, L.L.C. and Kane County Fair, an Illinois no-for-profit corporation; and

WHEREAS, at the time of filing the petition to amend the Miller PUD Ordinance, the Kane County Fair was record owner and Zylstra L.L.C. was contract purchaser of the Zylstra Property, and Zylstra, L.L.C. subsequently became record owner of part of the Zylstra Property described in Exhibit II-A attached hereto and made a part hereof (the "Zylstra Purchase Property"); 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; and

WHEREAS, the City Council makes the following findings of fact with respect to the proposed Amendments to the Special Use as a Planned Unit Development:

- 1. 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 Planned Unit Development is consistent with the Comprehensive Plan, which indicates this site to be developed for retail and service uses. The proposed PUD will have a network of roads, which along with other eventual peripheral improvements such as traffic signals and roadway improvements on Randall Road as well as Rt. 64 will provide for orderly development of this site. Development standards for site design and architecture will also provide for orderly development.

- 2. That the special use will not be injurious to the use and enjoyment of the property in the immediate vicinity for the purposes already permitted, nor substantially diminish or impair property values within the neighborhood.**

The existing uses to the north and south are compatible to the proposed uses, and as such the Special Use will not be injurious to the use and enjoyment of property in the immediate vicinity, nor will it impair property values. The developer has provided information showing that sound generated from the motorcycle training operation should not be at a level that will disturb surrounding properties. However, some screening along the western property line is also necessary to mitigate the visual and noise aspects as they relate to future developments on the Fairground site, immediately west of the subject site.

- 3. 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 Fairgrounds property to the west can be developed in the future in an orderly fashion, provided the service and outdoor motorcycle practice areas are adequately screened. The extension of Oak Street west from Randall Road will improve site access to the vacant land west of the Zylstra Harley development, especially in conjunction with a future traffic signal and connection of Oak Street between Randall and Rt. 64.

**4. That adequate utilities, access roads, drainage and/or necessary facilities have been, or are being, provided.**

The subject site is adequately served by Randall Road and Rt. 64. Other necessary infrastructure in terms of roads and utilities will be constructed as part of this project. Onsite stormwater detention facilities are being constructed to accommodate the needs of the development in accordance with the City's requirements. A 10-ft wide multi-modal path needs to be constructed along at least one side of Oak Street off of Randall Rd., to be eventually connected to the Oak Street extension off of Rt. 64 (as per the recommendations of the regional Bike Plan).

**5. That adequate measures have been, or will be taken to provide ingress and egress so designed as to minimize traffic congestion in public streets.**

A traffic study has been conducted to assess the requirements of roads, traffic signals and turn lanes, in order to ensure proper access and traffic needs, and these must be provided. Oak Street will be extended westerly from Randall Road to further serve the property. A service road will be provided from Oak Street off of IL Rt. 64 into the site, from behind the Post Office building. Two other access points are included in the proposal, which will adequately serve the site. Randall Road widening by the Kane County Dept. of Transportation will further improve traffic circulation in the area.

**6. That the Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located except as such regulations may in each instance be modified by the City Council pursuant to recommendations of the Plan Commission.**

The Special Use will conform to all other applicable regulations of the B-3 Business Service district as well as the Planned Unit Development.

WHEREAS, the City Council makes the following findings of fact with respect to the standards for Planned Unit Developments:

1. The proposed PUD plan is consistent with the stated purposes of promoting a creative approach to the use of land and physical facilities and will provide aesthetic amenities including landscaping, quality building design and materials, and public art. Building design and the relationships between buildings will be coordinated, and the economical use of land will be promoted.

2. The proposed plan meets the requirements and standards of the planned unit development regulations. Appropriate documentation has been provided, for a first phase preliminary plan, with a concept plan and additional development standards for later phases.
3. The proposed plan requires a setback variance for the Randall Road frontage for parking, from the required 50 feet to 25 feet. Intense landscaping and berming will be provided within the setback area. The reduced distance is appropriate in the context of right of way already having been acquired for widening of Randall Road to its ultimate cross section. In addition, for most of the Randall Road frontage, the width of the parkway between the travel lanes of Randall Road, and the edge of the right of way, is much greater than is typical, resulting in a comparable amount of green space that will be perceived by the public.
4. The plan provides for all required utilities and services, and provides safe and appropriate access and circulation as determined by a traffic study. Landscaping and setbacks will soften the visual appearance of the project, and unique features such as the archways and landscape treatment of the entrance road from Randall will enhance the character of the site.
5. The site is appropriately located in an area planned for retail use. It does not adjoin residential uses, and fits into the context of retail development at major intersections.
6. Retail development has been sought in this location for more than 15 years. The proposed development will enhance the City's tax base and economic well being, and will provide appropriate development of an under-utilized site.
7. The retail commercial use and the design of the project fully conform with the recommendations of the Comprehensive Plan.
8. There are no known violations of federal, state or local legislation or regulation.

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 the Miller PUD Ordinance is hereby amended with respect to the Zylstra Property by deleting the provisions thereof regarding the Zylstra Property in their entirety and substituting the provisions hereof.

SECTION 2. That a Special Use as a Planned Unit Development in the B-3 Service Business District is hereby granted for the Zylstra Property, subject to the conditions, restrictions and requirements contained herein.

SECTION 3. That the Zylstra Property may be developed only in accordance with all ordinances of the City of St. Charles, Illinois (“CITY”) in effect as of the date of this Ordinance or hereafter amended, except as specifically varied or provided in this Ordinance, and in accordance with the additional procedures, definitions, uses, and restrictions contained in this Ordinance and as set forth in Exhibits III, IV, V, VI, VII, VIII and IX, all as attached hereto and made a part hereof.

A. ZONING REQUIREMENTS AND STANDARDS

1. Permitted and Special Uses: Within the Zylstra Property, only those uses listed in Exhibit “III” shall be allowed as permitted and special uses. The procedure for granting a special use shall be the same as if there were no planned unit development and shall not require an amendment to this Ordinance.
2. Yards and setbacks: The minimum yard and setback requirements set forth in Title 17 of the St. Charles Municipal Code applicable to the underlying zoning district shall apply to the Zylstra Property, except as specifically provided in Exhibit “IV”.

3. Maximum floor area ratio and height: The maximum floor area ratio and the maximum height for all uses within the Zylstra Property shall be as provided in Exhibit "IV" attached hereto.
4. Signs: Signs shall be permitted in conformance with the provisions of Title 17 of the St. Charles Municipal Code applicable to the B-3 Service Business Districts, except as specifically provided in Exhibit "V" attached hereto.
5. Off-street parking and loading: The off-street parking and loading requirements set forth in Title 17 of the St. Charles Municipal Code shall apply to the Zylstra Property, except as specifically provided in Exhibit "VI" attached hereto.

B. PUD PRELIMINARY PLANS

The PUD Preliminary Plan, a reduced size copy of which is attached hereto as Exhibit "VII", is hereby approved. Additional or revised PUD Preliminary Plans for development of the Zylstra Property may be submitted for review by the City staff and Plan Commission and approval by the City Council, and no public hearing or amendment to this Ordinance is required unless the submitted plan constitutes a Major change as provided in Section C below. City Council approval of any additional or revised PUD Preliminary Plan shall be by ordinance.

C. CHANGES TO PLANNED UNIT DEVELOPMENT

Changes to the Planned Unit Development shall be reviewed and evaluated as follows:

1. Major changes: Major changes shall include any changes to the PUD

which require an amendment of this Ordinance or any other change for which a public hearing is required by law or by the St. Charles Municipal Code. Major changes may be approved by the City Council after public hearing and recommendation by the St. Charles Plan Commission pursuant to the provisions of the St. Charles Municipal Code.

2. **Minor Changes:** Minor changes shall include any change not defined herein as a major change or a technical change. Minor changes shall include, but not be limited to, changes to the PUD Preliminary Plan and final plans. Minor changes may be approved by the City Council without review or public hearing by the St. Charles Plan Commission.
3. **Technical Changes:** Technical changes shall include any change which is determined by the City Administrator to be in substantial conformance with the PUD Preliminary Plan and other plans approved by the City Council, and in compliance with the provisions of this Ordinance. The City Administrator or his designee may approve technical changes.

D. ARCHITECTURAL GUIDELINES

The exterior architectural characteristics of the buildings to be constructed on the Zylstra Property shall be subject to the review and approval by the CITY. Review by the Plan Commission and approval by the City Council of building architectural characteristics shall be limited solely to conformance of proposed building elevations with the Architectural Guidelines attached hereto as Exhibit VIII. The City Council may approve building elevations that do not strictly conform with all of the specific guidelines in Exhibit VIII if it determines that the building is of a superior architectural design and meets the intent of



Exhibit VIII. The building elevations for the Harley Davidson dealership are approved in this Ordinance as part of the PUD Preliminary Plan (Exhibit VII). The developer may install and maintain a motorcycle sculpture in proximity to the motorcycle dealership building, as generally depicted on the PUD Preliminary Plan (Exhibit VII).

E. LANDSCAPING

The Zylstra Property and each lot thereof shall be landscaped in substantial conformance with the approved PUD Preliminary Plans subject to modifications as may be approved by CITY in a final landscape plan. The future owner or developer of a lot shall be responsible for installing and maintaining that part of the landscaping located within that lot.

Landscaping for a lot or phase shall be completed prior to the occupancy of any structure within that lot or phase. However, if conditions beyond the control of the owner of the phase or lot prohibit the installation of the landscaping prior to a request of occupancy of a structure, a temporary certificate of occupancy may be issued for a period not to exceed six months, in which case the required landscaping shall be installed not later than sixty (60) days following the commencement of the next successive planting season following issuance of the temporary certificate of occupancy. 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; if the Building Commissioner does not issue any additional temporary certificates of occupancy, continued occupancy shall be

considered a violation of this Ordinance.

F. SITE LIGHTING

All exterior site lighting on the Zylstra Property shall conform with the requirements of Exhibit "IX" attached hereto. Plans for site lighting shall be subject to the review and approval by the Director of Community Development at the time of submittal of final engineering plans and building permit plans.

G. RESTRICTIONS ON USE OF RESIDENTIAL STREETS

No operator of a motorcycle dealership or automobile dealership shall permit the use of residential streets for test drives by customers, employees, or contractors.

SECTION 4. That all exhibits attached to this Ordinance are hereby incorporated herein and made a part of the substance hereof.

SECTION 5. The provisions hereof shall be deemed to be separable; and if any section, paragraph, clause, provision or item herein shall be held invalid, the invalidity of such section, paragraph, clause, provision, or item shall not affect any other provision hereof; provided, however, the CITY shall under no circumstances be required to incur any liability or loss or incur any expense for any reason in the event that any such section, paragraph, clause, provision or item is held invalid.

SECTION 6. The provisions of the Amended Annexation Agreement set forth in Exhibit "X" are incorporated herein by reference as if fully set forth herein.


PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties,

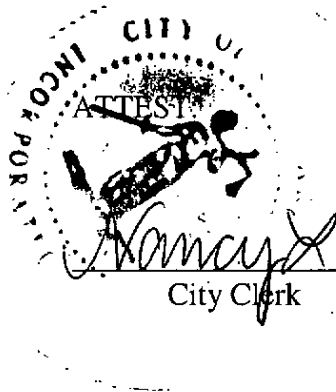
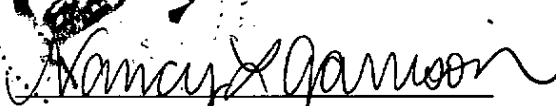
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Zylstra PUD  
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Illinois this 15th day of August, 2005.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties,  
Illinois this 15th day of August, 2005.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties,  
Illinois this 15th day of August, 2005.

  
\_\_\_\_\_  
Mayor

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

COUNCIL VOTE:

AYES:	<u>8</u>
NAYS:	<u>1</u>
ABSENT:	<u>1</u>

**SCHEDULE OF EXHIBITS**

- I. Legal Description of Miller Property
- II. Legal Description of Zylstra Property
- II-A Legal Description of Zylstra Purchase Property
- III. Permitted and Special Uses
- IV. Development Standards
- V. Signs
- VI. Parking and Loading
- VII. PUD Preliminary Plan
- VIII. Architectural Guidelines
- IX. Site Lighting Requirements
- X. Provisions of Amended Annexation Agreement

**Exhibit I**  
**Miller Property**

THAT PART OF THE SOUTH HALF OF SECTION 29 AND PART OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE V NORTHEAST QUARTER OF SAID SECTION 32; THENCE S 88° 34' W: 1331.90 FEET FOR THE POINT OF BEGINNING; THENCE S 00° 20' 01" E; 520.66 FEET, (REC = S 00° 19' 00" E. 52.50 FEET) TO THE ORIGINAL CENTERLINE OF U.S. ALTERNATE ROUTE #30; THENCE S 87° 20' 50" W, 80.66 FEET (REC = S 87° 26' W, 80.36 FEET) ALONG SAID CENTERLINE TO THE NORTHERLY LINE OF ILLINOIS STATE ROUT 38; THENCE WESTERLY ON SAID NORTH LINE BEING A CURVE TO THE LEFT HAVING A RADIUS OF 3568.02 FEET, AN ARC DISTANCE OF 471.78 FEET (CHORD 471.39 FEET, CHORD BEARING N 85° 09' 18" W) TO THE SOUTHEAST CORNER OF LANDS CONVEYED BY DOCUMENT NO. 1133915 THENCE N 00° 19' 52" W 471.23 FEET (REC= 458.72 FEET PER EXHIBIT "A" OF DOCUMENT NO. 1772873) TO THE SOUTH LINE OF THE NORTH HALF OF SECTION 32; THENCE S 88° 34' 00" W, 466.0 FEET ALONG SAID SOUTH LINE; THENCE S 00° 19' 52" E, 480.56 FEET (REC = 459.58 FEET PER EXHIBIT "A" DOCUMENT NO. 1772873) TO SAID NORTH LINE OF STATE ROUTE #38; THENCE S 87° 26' 00" W, 494.92 FEET (REC = 495.15 FEET) TO THE SOUTH EAST CORNER OF THE LANDS CONVEYED BY DOCUMENT NO. 1387347; THENCE 1 01 13' E 490.78 FEET (REC = 470.73 FEET) ALONG SAID EAST LINE TO SAID SOUTH LINE OF N ½ OF SECTION 32; THENCE S 88° 34' 00" W 250 FEET TO THE EAST LINE OF THE TRACT OF LAND CONVEYED BY QUIT CLAIM DEED BY DOCUMENT NO. 1541068; THENCE N 01 08' 02" E. 3025.31 FEET (REC # N 00 13' E 3046.29 FEET) TO THE CENTERLINE OF COMPTON HILLS DRIVE; THENCE S 87° 13' 52" E, 14.82 FEET ALONG SAID CENTERLINE; THENCE S 01 08' 02" W, 469.65 FEET ALONG WESTERLY LINE OF LANDS CONVEYED BY DOCUMENT NO. 687059 TO A LINE PARALLEL WITH AND 70 SOUTH OF THE NORTH LINE OF SECTION 32, (MEASURED AT AN ANGLE OF 96 14' WITH SAID NORTH LINE); THENCE NORTH 88° 17' 39" E, 359.17 FEET (REC = 359.84 FEET) TO THE DIVISION BEND OF SECTION 32; THENCE NORTH 88° 24' 59" E, 340.16 FEET (REC = 341.16 FEET) ALONG A LINE 70' SOUTH AND PARALLEL WITH SAID SECTION 32; THENCE NORTH 01° 19' 59" E. 415.75 FEET ALONG EASTERLY LINE OF LANDS CONVEYED BY DOCUMENT NO. 770428 TO THE CENTERLINE OF COMPTON HILLS DRIVE; THENCE S 87° 13' 52" E. 34.09 FEET ALONG SAID CENTERLINE TO ITS INTERSECTION WITH ILLINOIS STATE ROUTE #64;; THENCE EASTERLY ALONG THE SAID CENTERLINE BEING A CURVE TO THE LEFT HAVING A RADIUS OF 1719.12 FEET, AN ARC OF 33.43 FEET (CHORD 33.22 FEET, CHORD BEARING S 78° 37' 33" E TO THE WESTERLY LINE OF LANDS CONVEYED BY DOCUMENT NO. 868277, THENCE S 01° 24' 59" W. 405.61 FEET ALONG SAID WESTERLY LINE TO THE SOUTH LINE OF SAID LANDS; THENCE N 88 24' 59" E. 206.62 FEET (RES = 206.70 FEET) TO THE EASTERLY LINE OF SAID LANDS AS CONVEYED; THENCE N 03° 45' 20" E. 70.90 FEET (REC =70.40 FEET) TO THE SOUTHERLY LINE OF THE LANDS CONVEYED BY DOCUMENT NO 1372016; THENCE N 88° 22' 36" E. 171.59 FEET (REC = 171.03 FEET) ALONG SAID SOUTHERLY LINE TO THE EASTERLY LINES OF SAID LANDS AS CONVEYED; THENCE N 04° 34' 15: E. 278.70 FEET (REC = 281.51 FEET) TO THE CENTERLINE OF SAID HIGHWAY; THENCE S 85° 35' 05" E. 389.55 FEET (REC = 389.82 FEET) ALONG SAID CENTERLINE TO THE WESTERLY LINE OF LANDS CONVEYED BY DOCUMENT NO 692383,

THENCE S 04° 24' 32" W, 305.00 FEET (REC = 309.74 FEET) ALONG SAID WESTERLY LINE TO THE SOUTHERLY LINE OF LANDS AS CONVEYED, THENCE N 88° 24' 59" E. 145.10 FEET (REC = 145.20 FEET) TO THE EASTERLY LINES OF LANDS CONVEYED, THENCE N 04° 24' 32" E, 289.84 FEET (REC = 289.70 FEET) ALONG SAID EASTERLY LINE TO THE CENTERLINE OF SAID HIGHWAY, THENCE S 85° 35' 05" E, 40 FEET ALONG SAID HIGHWAY: THENCE S 04° 24' 32" W, 394.05 FEET ALONG A LINE 40 FEET EAST OF AND PARALLEL WITH THE LANDS AS CONVEYED IN DOCUMENT NO. 692986 TO THE SOUTHERLY LINE OF REA DIVISION IF ENTERED WEST TO ITS INTERSECTION WITH SAID DESCRIBED LAND, THENCE N 88° 24' 59" E ALONG SAID SOUTHERLY LINE EXTENDED WEST 333.05 FEET OT THE SOUTH WEST CORNER AFORESAID DIVISION, THENCE CONTINUING EASTERLY ALONG SAID SOUTHERLY LINE 230.00 FEET TO THE EASTERLY LINE OF SAID DIVISION THENCE N 04° 23' 51" E, 338.67 FEET ALONG SAID EASTERLY LINE TO THE CENTERLINE OF SAID HIGHWAY; THENCE EASTERLY ALONG SAID CENTERLINE BEING A CURVE TO THE LEFT HAVING A RADIUS OF 11,459.19 FEET, RECORD ARC 463.73 (CHORD 463.92 FEET, CHORD BEARING S 88° 29' 24" E); THENCE S 00° 32' 36" E. 442.98 FEET ALONG A LINE PARALLEL WITH AND 240 FEET WEST OF THE SAID CENTERLINE OF RANDALL ROAD TO A LINE 440 FEET SOUTH OF AS MEASURED ALONG THE SAID CENTERLINE OF RANDALL ROAD; THENCE N 89° 26' 02" E. 200 FEET TO THE WESTERLY LINE OF RANDALL ROAD AS DEDICATED, THENCE N 89° 09' 15" E. 22.97 FEET TO THE EASTERLY LINE OF NORTHEAST QUARTER OF SECTION 32; THENCE SOUTH 00° 31' 16" E, 988.97 FEET ALONG SAID EASTERLY LINE OT THE NORTHERLY LINE OF LANDS CONVEYED BY DOCUMENT NO. 784607; THENCE S 88° 34' 00" W 439.96 FEET TO THE WESTERLY LINE OF SAID LANDS AS CONVEYED; THENCE S 00° 34' 02" E. 333.00 FEET ALONG SAID WESTERLY LINE TO THE NORTHERLY LINE OF LANDS CONVEYED BY DOCUMENT NO. 838231; THENCE S 88° 34' 00" W 886.12 FEET ALONG SAID NORTHERLY LINE TO THE WESTERLY LINE OF SAID LANDS AS CONVEYED, THENCE S 00° 9' 27" E, 1000.54 FEET (REC = S 00° 09' 00" E. 1000.13 FEET) ALONG SAID WESTERLY LINE TO THE SOUTH LINE OF THE NORTH HALF OF SECTION 32; THENCE N 88° 33' 37" E. 0.39 FEET (REC = N 88° 34' 00" E, 0.37 FEET) ALONG SAID NORTHERLY LINE TO THE POINT OF BEGINNING IN ST. CHARLES TOWNSHIP, KANE COUNTY, ILLINOIS, CONTAINING 160.5167 ACRES GROSS.

**Exhibit II**  
**Zylstra Property**

Zylstra Property (Approximately 37 Acres)

THAT PART OF THE NORTHEAST QUARTER OF SECTION 32 AND THAT PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 IN REA DIVISION RECORDED AS DOCUMENT NUMBER 1188341; THENCE NORTH 04 DEGREES 29 MINUTES 25 SECONDS EAST ALONG THE EAST LINE OF SAID REA DIVISION, 338.67 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 64; THENCE EASTERLY ALONG SAID CENTER LINE, BEING THE ARC OF A CIRCLE, CONCAVE NORTHERLY, HAVING A RADIUS OF 11459.19 FEET, A DISTANCE OF 463.10 FEET TO A LINE DRAWN PARALLEL WITH AND 240.0 FEET WESTERLY OF THE CENTER LINE OF RANDALL ROAD (MEASURED AT RIGHT ANGLES THERETO); THENCE SOUTH 00 DEGREES 34 MINUTES 48 SECONDS EAST ALONG SAID PARALLEL LINE, 443.27 FEET TO A LINE DRAWN AT RIGHT ANGLES TO SAID CENTER LINE OF RANDALL ROAD FROM A POINT ON SAID CENTER LINE THAT IS 440.4 FEET SOUTHERLY OF THE POINT OF INTERSECTION OF SAID CENTER LINE WITH THE CENTER LINE OF SAID ILLINOIS STATE ROUTE NO. 64; THENCE NORTH 89 DEGREES 25 MINUTES 12 SECONDS EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 222.97 FEET TO THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 32 AFORESAID; THENCE SOUTH 00 DEGREES 31 MINUTES 16 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHEAST 1/4, 989.27 FEET TO THE NORTH LINE EXTENDED EASTERLY OF A TRACT OF LAND CONVEYED BY DOCUMENT 784607; THENCE SOUTH 88 DEGREES 34 MINUTES 48 SECONDS WEST ALONG THE NORTH LINE EXTENDED EAST AND THE NORTH LINE OF SAID TRACT, 439.95 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND CONVEYED BY DOCUMENT 836744; THENCE SOUTH 00 DEGREES 34 MINUTES 48 SECONDS EAST ALONG THE EASTERLY LINE OF SAID TRACT, 333.0 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 88 DEGREES 34 MINUTES 48 SECONDS WEST ALONG THE SOUTH LINE OF SAID TRACT AND SAID SOUTH LINE EXTENDED WEST, A DISTANCE OF 169.42 FEET; THENCE NORTH 61 DEGREES 22 MINUTES 12 SECONDS WEST, 48.06 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 460.00 FEET, A CHORD BEARING OF NORTH 75 DEGREES 58 MINUTES 07 SECONDS WEST, A CHORD LENGTH OF 231.88 FEET, AN ARC LENGTH OF 234.41 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89 DEGREES 25 MINUTES 58 SECONDS WEST, TANGENT TO THE LAST DESCRIBED COURSE, 332.76 FEET; THENCE NORTH 00 DEGREES 34 MINUTES 02 SECONDS WEST, 518.03 FEET; THENCE NORTH 14 DEGREES 16 MINUTES 48 SECONDS WEST, 168.74 FEET; THENCE NORTH 00 DEGREES 34 MINUTES 02 SECONDS WEST, 327.07 FEET TO A LINE PARALLEL WITH AND 50.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO, THE SOUTH

LINE OF LOT 1 IN UNITED STATES POST OFFICE ST. CHARLES ILLINOIS, RECORDED AS DOCUMENT NO. 2001K068483; THENCE NORTH 85 DEGREES 31 MINUTES 36 SECONDS WEST ALONG SAID PARALLEL LINE, 453.37 FEET; THENCE SOUTH 68 DEGREES 33 MINUTES 11 SECONDS WEST, 48.09 FEET; THENCE NORTH 21 DEGREES 26 MINUTES 49 SECONDS WEST, 78.96 FEET TO THE SOUTH LINE OF THE UNITED STATES POST OFFICE ST. CHARLES, ILLINOIS, RECORDED AS DOCUMENT NUMBER 2001K068483; THENCE SOUTH 85 DEGREES 31 MINUTES 36 SECONDS EAST ALONG SAID SOUTH LINE, 481.02 FEET TO THE MOST SOUTHERLY CORNER OF LOT 1 IN SAID UNITED STATES POST OFFICE ST. CHARLES, ILLINOIS; THENCE NORTH 49 DEGREES 41 MINUTES 43 SECONDS EAST ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 295.03 FEET TO AN ANGLE POINT IN SAID EASTERLY LINE; THENCE NORTH 02 DEGREES 41 MINUTES 33 SECONDS EAST ALONG SAID EASTERLY LINE, 113.34 FEET TO THE MOST EASTERLY CORNER OF SAID LOT 1, SAID CORNER BEING ON THE WESTERLY EXTENSION OF THE SOUTH LINE OF REA DIVISION, RECORDED AS DOCUMENT NUMBER 1188341; THENCE NORTH 88 DEGREES 15 MINUTES 25 SECONDS EAST ALONG SAID WESTERLY EXTENSION AND SAID SOUTHERLY LINE, 349.67 FEET TO THE POINT OF BEGINNING;

EXCEPT THAT PART DESCRIBED AS FOLLOWS (EXCEPTION 1):

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1 IN REA DIVISION RECORDED AS DOCUMENT NUMBER 1188341; THENCE NORTH 04 DEGREES 29 MINUTES 25 SECONDS EAST ALONG THE EAST LINE OF SAID REA DIVISION, 338.67 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 64 FOR THE POINT OF BEGINNING; THENCE EASTERLY ALONG SAID CENTER LINE, BEING THE ARC OF A CIRCLE, CONCAVE NORTHERLY, HAVING A RADIUS OF 11459.19 FEET, A DISTANCE OF 463.10 FEET TO A LINE DRAWN PARALLEL WITH AND 240.0 FEET WESTERLY OF THE CENTER LINE OF RANDALL ROAD (MEASURED AT RIGHT ANGLES THERETO); THENCE SOUTH 00 DEGREES 34 MINUTES 48 SECONDS EAST ALONG SAID PARALLEL LINE, 76.36 FEET TO THE SOUTHERLY LINE OF ILLINOIS ROUTE 64 PER CASE NUMBER 05EDK4, AS MONUMENTED, THENCE NORTH 89 DEGREES 56 MINUTES 18 SECONDS EAST, ALONG SAID SOUTHERLY LINE, 144.03 FEET; THENCE NORTH 85 DEGREES 06 MINUTES 17 SECONDS WEST, ALONG SAID SOUTHERLY LINE, 326.78 FEET TO THE EAST LINE OF REA DIVISION RECORDED AS DOCUMENT NUMBER 1188341; THENCE NORTH 04 DEGREES 29 MINUTES 25 SECONDS EAST ALONG SAID EAST LINE, 61.75 FEET TO THE POINT OF BEGINNING;

AND ALSO EXCEPT THAT PART DESCRIBED AS FOLLOWS (EXCEPTION 2):

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1 IN REA DIVISION



RECORDED AS DOCUMENT NUMBER 1188341; THENCE NORTH 04 DEGREES 29 MINUTES 25 SECONDS EAST ALONG THE EAST LINE OF SAID REA DIVISION, 338.67 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 64; THENCE EASTERLY ALONG SAID CENTER LINE, BEING THE ARC OF A CIRCLE, CONCAVE NORTHERLY, HAVING A RADIUS OF 11459.19 FEET, A DISTANCE OF 463.10 FEET TO A LINE DRAWN PARALLEL WITH AND 240.0 FEET WESTERLY OF THE CENTER LINE OF RANDALL ROAD (MEASURED AT RIGHT ANGLES THERETO); THENCE SOUTH 00 DEGREES 34 MINUTES 48 SECONDS EAST ALONG SAID PARALLEL LINE, 443.27 FEET TO A LINE DRAWN AT RIGHT ANGLES TO SAID CENTER LINE OF RANDALL ROAD FROM A POINT ON SAID CENTER LINE THAT IS 440.4 FEET SOUTHERLY OF THE POINT OF INTERSECTION OF SAID CENTER LINE WITH THE CENTER LINE OF SAID ILLINOIS STATE ROUTE NO. 64; THENCE NORTH 89 DEGREES 25 MINUTES 12 SECONDS EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 131.87 FEET TO THE WEST LINE OF RANDALL ROAD PER CASE NUMBER 05EDK4 AS MONUMENTED FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 25 MINUTES 12 SECONDS EAST ALONG THE LAST DESCRIBED COURSE, 91.10 FEET TO THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 32 AFORESAID; THENCE SOUTH 00 DEGREES 31 MINUTES 16 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHEAST 1/4, 989.27 FEET TO THE NORTH LINE EXTENDED EASTERLY OF A TRACT OF LAND CONVEYED BY DOCUMENT 784607; THENCE SOUTH 88 DEGREES 34 MINUTES 48 SECONDS WEST ALONG THE NORTH LINE EXTENDED EAST AND THE NORTH LINE OF SAID TRACT, 73.23 FEET TO THE WEST LINE OF RANDALL ROAD PER CASE NUMBER 05EDK4 AS MONUMENTED; THENCE NORTH 01 DEGREES 10 MINUTES 55 SECONDS WEST ALONG SAID WEST LINE, 558.97 FEET; THENCE NORTH 03 DEGREES 53 MINUTES 51 SECONDS WEST ALONG SAID WEST LINE, 180.26 FEET; THENCE NORTH 01 DEGREES 11 MINUTES 07 SECONDS WEST ALONG SAID WEST LINE, 33.55 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG A CURVE CONCAVE EASTERLY, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 4088.50 FEET, A CHORD BEARING OF NORTH 00 DEGREES 52 MINUTES 43 SECONDS WEST, A CHORD LENGTH OF 43.74 FEET, AN ARC LENGTH OF 43.74 FEET TO A POINT OF TANGENCY; THENCE NORTH 00 DEGREES 34 MINUTES 20 SECONDS WEST, TANGENT TO THE LAST DESCRIBED COURSE, 174.04 FEET TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

**Exhibit II-A**  
**Zylstra Purchase Property**

THAT PART OF THE NORTHEAST QUARTER OF SECTION 32 AND THAT PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 IN REA DIVISION RECORDED AS DOCUMENT NUMBER 1188341; THENCE NORTH 04 DEGREES 29 MINUTES 25 SECONDS EAST ALONG THE EAST LINE OF SAID REA DIVISION, A DISTANCE OF 276.92 FEET TO THE SOUTHERLY LINE OF ILLINOIS ROUTE 64 PER CASE NUMBER 05EDK4, AS MONUMENTED; THENCE SOUTH 85 DEGREES 06 MINUTES 17 SECONDS EAST ALONG SAID SOUTHERLY LINE, 50.00 FEET; THENCE SOUTH 04 DEGREES 18 MINUTES 30 SECONDS WEST PARALLEL WITH THE EAST LINE OF SAID REA DIVISION, 272.14 FEET; THENCE NORTH 89 DEGREES 25 MINUTES 58 SECONDS EAST, 267.47 FEET TO A POINT OF CURVATURE; THENCE EASTERLY, SOUTHEASTERLY AND SOUTHERLY ALONG A CURVE CONCAVE SOUTHWESTERLY, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 75.00 FEET, A CHORD BEARING OF SOUTH 45 DEGREES 34 MINUTES 02 SECONDS EAST, A CHORD LENGTH OF 106.07 FEET, AN ARC LENGTH OF 117.81 FEET TO A POINT OF TANGENCY; THENCE SOUTH 00 DEGREES 34 MINUTES 02 SECONDS EAST, TANGENT TO THE LAST DESCRIBED COURSE, 606.13 FEET; THENCE SOUTH 89 DEGREES 25 MINUTES 58 SECONDS WEST, 505.51 FEET; THENCE SOUTH 85 DEGREES 30 MINUTES 58 SECONDS WEST, 204.97 FEET; THENCE SOUTH 89 DEGREES 25 MINUTES 58 SECONDS WEST, 219.03 FEET; THENCE NORTH 14 DEGREES 16 MINUTES 48 SECONDS WEST, 4.07 FEET; THENCE NORTH 00 DEGREES 34 MINUTES 02 SECONDS WEST, 327.07 FEET TO A LINE PARALLEL WITH AND 50.00 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE SOUTHERLY LINE OF LOT 1 IN UNITED STATES POST OFFICE ST. CHARLES ILLINOIS, RECORDED AS DOCUMENT NO. 2001K068483; THENCE NORTH 85 DEGREES 31 MINUTES 36 SECONDS WEST ALONG SAID PARALLEL LINE, 453.37 FEET; THENCE SOUTH 68 DEGREES 33 MINUTES 11 SECONDS WEST, 48.09 FEET; THENCE NORTH 21 DEGREES 26 MINUTES 49 SECONDS WEST, 78.96 FEET TO THE SOUTH LINE OF THE UNITED STATES POST OFFICE ST. CHARLES, ILLINOIS, RECORDED AS DOCUMENT NUMBER 2001K068483; THENCE SOUTH 85 DEGREES 31 MINUTES 36 SECONDS EAST ALONG SAID SOUTH LINE, 481.02 FEET TO THE MOST SOUTHERLY CORNER OF LOT 1 IN SAID UNITED STATES POST OFFICE ST. CHARLES, ILLINOIS; THENCE NORTH 49 DEGREES 41 MINUTES 43 SECONDS EAST ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 295.03 FEET TO AN ANGLE POINT IN SAID EASTERLY LINE; THENCE NORTH 02 DEGREES 41 MINUTES 33 SECONDS EAST ALONG SAID EASTERLY LINE, 113.34 FEET TO THE MOST EASTERLY CORNER OF SAID LOT 1, SAID CORNER BEING ON THE WESTERLY EXTENSION OF THE SOUTH LINE OF REA DIVISION, RECORDED AS DOCUMENT NUMBER 1188341; THENCE NORTH 88 DEGREES 15 MINUTES 25 SECONDS EAST ALONG SAID WESTERLY EXTENSION AND SAID SOUTHERLY LINE, 349.67 FEET TO THE POINT OF BEGINNING; IN KANE COUNTY, ILLINOIS.

## EXHIBIT III

### Permitted and Special Uses

#### A. Permitted Uses

1. Amusement establishments including bowling alleys, indoor movie theaters, pool halls, dance halls, gymnasiums, swimming pools and skating rinks;
2. Animal hospital or veterinary facility;
3. Antique stores;
4. Apparel stores;
5. Art and school supply stores;
6. Art galleries;
7. ATM machines;
8. Auction rooms;
9. Audio recording sales;
10. Automobile parts, accessory and equipment stores;
11. Automobile dealership with indoor and/or outdoor sales and display areas and indoor vehicle repair and/or service facilities and body shop;
12. Automobile service station in conjunction with a department store, retail store, wholesale club, or wholesale department store;
13. Bakeries;
14. Banks, credit unions and financial institutions with drive-through services;
15. Barber shops;
16. Beauty parlors;
17. Bicycle sales, rental and repair;

18. Blueprinting and photocopying establishments;
19. Book and stationery stores (with or without coffee shop and/or eatery);
20. Building material and home improvement stores;
21. Business, professional and medical offices;
22. Business machine sales and service;
23. Camera and photographic supply stores;
24. Candy and ice cream stores;
25. Carpet and rug stores;
26. Catering establishments;
27. China and glassware stores;
28. Clothing stores;
29. Clubs and lodges, private, fraternal, or religious;
30. Coffee shops;
31. Convenience stores, including those with 24 hour operations;
32. Coin and philatelic stores;
33. Communication towers;
34. Computer sales and service;
35. Currency exchanges and telegraph offices;
36. Custom dressmaking;
37. Delicatessens;
38. Department stores;
39. Drive-in or drive-through in conjunction with other permitted uses including but not limited to restaurants, drug stores, pharmacies, ice cream parlors, coffee shops; juice shops, banks, credit unions and financial institutions;

40. Drug stores including those with 24 hour operations;
41. Dry cleaning establishments;
42. Electronics stores, including radio, television, computer, appliance, and stereo sales and service;
43. Employment agencies;
44. Flower shops;
45. Frozen food stores, including locker rental;
46. Furniture stores, including upholstering as an accessory use;
47. Furriers, including storage and conditioning of furs as an accessory use;
48. Garden supply and seed stores, including outdoor garden area as accessory use to a home improvement store or other principal retail use;
49. Gift and card shops;
50. Greenhouses;
51. Grocery stores, including those with 24 hour operations;
52. Hardware stores;
53. Health clubs; physical therapy; gymnasiums; and other physical fitness establishments;
54. Hobby shops;
55. Household appliance stores;
56. Interior decorating shops, including upholstery and making of draperies and similar articles as an accessory use;
57. Jewelry stores;
58. Job printing shops;
59. Juice shop;

60. Laundries, automatic self-service or hand, including coin operated;
61. Leather goods and luggage stores;
62. Libraries;
63. Liquor stores, retail;
64. Loan offices;
65. Locksmith shops;
66. Mail order establishments;
67. Meat markets;
68. Medical and dental clinics;
69. Medical and dental laboratories;
70. Meeting halls;
71. Motorcycle dealership including repair facilities completely enclosed within the building and a paved outdoor training area for motorcycle riders, which may also be used as overflow parking.
72. Musical instrument sales and repair;
73. Newspaper offices, not including printing;
74. Nursery schools and day care centers;
75. Office supply stores;
76. Opticians and optometrists;
77. Orthopedic and medical appliance stores;
78. Paint and wallpaper stores;
79. Pet shops;
80. Photography studios;
81. Picture framing;

82. Post office;
83. Radio and television service and repair;
84. Radio and television studios;
85. Recording studios;
86. Recreational buildings or community centers;
87. Research and testing laboratories;
88. Restaurants, including live entertainment;
89. Sale of building materials;
90. Schools: music, dance, business, commercial, trade or technical
91. Sewing machine sales and service;
92. Shoe and hat repair stores;
93. Shoe stores;
94. Sporting goods store;
95. Tailor shops;
96. Telephone exchanges, telephone transmission equipment building, and electric distribution centers;
97. Tobacco shops, retail only;
98. Toy stores;
99. Travel agencies;
100. Undertaking establishments and funeral homes;
101. Video and music sales and rental;
102. Vehicle service facilities
103. Watercraft dealership, sales, rentals, parts and accessory sales, service and repair;
104. Wholesale establishments;

105. Any use otherwise permitted in the underlying Zoning District in which the lot is located

*B. Special Uses*

Special Uses: A special use may be granted for any special use allowed in the underlying zoning district, not otherwise herein designated as a Permitted Use.

*C. Accessory Uses*

The following shall be allowed as permitted accessory uses:

1. Outdoor dining accessory to a restaurant, including recorded sound, provided that the sound level does not exceed 60 decibels as measured at the property line in any residence district and the recorded sound is not generated between the hours of 10:00 p.m. and 10:00 a.m. of the following day.
2. The use of private walkway areas and not more than 25 parking spaces on a lot as an Outdoor sales area accessory to a motorcycle dealership within 250 feet of the motorcycle dealership building during business hours, without limitation as to the number of days of operation; the incidental sale of food and beverages is permitted.
3. Temporary Outdoor sales areas and/or Temporary outdoor entertainment and dining accessory to a motorcycle dealership located within the PUD, collectively described as "Special Events", subject to the following:
  - a. No more than four Special Events per calendar year of not more than two days each, the schedule for which shall be subject to approval by the CITY so as to avoid conflicts between the Special Events and major festivals or events occurring in the CITY including but not limited to the Flea Market held at the Kane County Fairgrounds, RiverFest, Bloomington Gold, Scarecrow Festival,



Sisters Weekend, and the St. Patrick's Parade. Determination as to potential for conflict shall be as determined by the Director of Community Development, who shall consider traffic congestion and impact on public facilities.

- b. Permitted only during business hours or between the hours of 10:00 am and 7:00 pm, whichever is more restrictive.
  - c. May be located anywhere within a lot containing a motorcycle dealership, subject to the approval of the Building Commissioner as to safe emergency and vehicular access.
  - d. May include inside and/or outside food and beverage sales, tents, and live entertainment.
  - e. Shall not produce sound levels in excess of 60 dBA as measured at the property line of a residential district.
4. Automobile laundries accessory to an automobile dealership or automobile service station;
  5. Other accessory uses as permitted within the underlying zoning district.

**Exhibit IV  
Development Standards**

**A. Minimum Setbacks:**

From Main Street/Route 64	Building setback: 40 ft. Parking/paving setback: 25 feet
From Oak Street	20 feet for buildings, parking and paving
From Randall Road	Building setback: 40 feet Parking/paving setback: 25 feet
From interior lot lines, except along centerlines of roads or drives, common building walls, or shared parking areas	20 feet for buildings; 10 feet for parking and paving
From interior lot lines that are the centerline of roads or drives, common building walls, or shared parking areas	None

**B. Maximum Floor Area Ratio:**

The maximum floor area ratio within the Zylstra Property as a whole shall be 0.30

**C. Lot Area and Depth:**

There shall be no minimum lot area or minimum lot depth required within the Zylstra Property.

**D. Building Height:**

The maximum building height shall be 46 feet.

**E. Outside Storage:**

Except as permitted in the list of permitted uses in Exhibit III, all accessory outside storage shall be screened from view from adjoining property and from public streets, and shall not be located within a required yard or setback adjoining a public street.

**Exhibit V  
 Signs**

Signs accessory to a use within the Zylstra Property may be located anywhere within the Zylstra Property, and when so located shall not be considered to be off-site or advertising signs.

The design of all freestanding signs shall generally conform with the Sign Plan which is part of the approved PUD Preliminary Plan. Where signs are to be located on a wall of a multi-tenant shopping center, they shall be located at a generally uniform height on the building wall and shall not cover or overhang any architectural feature.

The following signs are permitted within the Zylstra Property:

1. Wall Signs: Wall signs are permitted on any side of a building, and there shall be no restriction on the color of any wall signs.

Maximum number	No limitation.
Maximum sign area	Square feet equal to 1 ½ times the linear frontage of the wall on which the sign is located

2. Freestanding Signs:

The anticipated location of the freestanding signs is shown on the PUD Preliminary Site Plan, but any freestanding signs may be relocated without amending the PUD Preliminary Plan if their locations conform with the setback requirements.

**Type I: Randall Road and Main Street “Community Signs”**

Maximum Number	2 (for the entire Zylstra Property)
Maximum Height	30 feet
Maximum Area	225 square feet per sign face (not including any structural elements or architectural features lying outside the display area of the sign.)
Setbacks	Route 64 – 10 feet Randall Road - 10 feet Other lot lines – 10 feet

**Type II: (Monument)**

Maximum number	One per outlot
Maximum height	10 feet above grade of adjoining street curb (or pavement edge if no curb exists)
Maximum area	30 square feet per sign face (not including any structural elements or architectural features lying outside the display area of the sign.)
Setbacks	10 feet

**Type III: Entry Sign**

Maximum number	One for the entire Zylstra Property
Maximum height	25 feet
Maximum area	150 square feet
Setbacks	10 feet

## **Exhibit VI Parking and Loading**

All off-street parking areas shall be designed, improved and landscaped in conformance with the provisions of the Zoning Ordinance in effect at the time of issuance of a building permit, except as modified by the following requirements:

1. Motorcycle dealerships shall provide not less than three (3) parking spaces per 1000 square feet of floor area (as defined in the Zoning Ordinance) of all uses within the building related to the dealership, such as sales area, offices, and service; The “Riders Edge” motorcycle training area depicted on Exhibit VII is not required to be striped for parking, but may be striped in the event it is no longer used as a motorcycle training area.
2. Except for motorcycle dealerships, any lot with mixed uses shall prorate its number of required parking spaces for the square footage of each separate use located on the Lot.
3. Surfacing: Off-street parking spaces and access drives shall be graded and paved using asphalt, bituminous concrete, Portland cement concrete, concrete pavers, clay pavers, any comparable materials, or any combination thereof;
4. Marking: Parking spaces within Lots shall be delineated with paint or other permanent materials which shall be maintained in clearly visible condition. Handicap spaces shall be identified with a sign visible at all times of the year, regardless of snow cover, plant growth, or similar conditions;
5. Drainage: Off-street parking facilities shall comply with the requirements of Title 18 of the St. Charles Municipal Code, as amended.
6. Screening: Landscaping along all public streets shall provide a minimum of fifty percent (50%) screening of the parking areas, measured horizontally as viewed from Main Street and Randall Road; such screening shall be at least 18 inches but not more than thirty (30) inches in height above the parking area pavement grade adjoining the screening area. Berming and decorative walls may be used in conjunction with plantings to obtain the required screening.
7. 10% Landscaping: The requirement of the St. Charles Zoning Ordinance for 10% of a lot to be landscaped may be satisfied for that part of the

Zylstra Property located more than 250 feet from the Route 64 or Randall Road right of way by calculating its landscape area collectively, and individual lots need not conform with the 10% requirement so long as the total landscape area within the area located more than 250 feet from Route 64 or Randall Road is in conformance with the 10% requirement; stormwater detention facilities the area more than 250 feet from Route 64 or Randall Road may be included as landscape area. All lots or portions of lots located within 250 feet of Route 64 or Randall Road shall conform with the 10% landscaping requirement in accordance with the St. Charles Zoning Ordinance.

8. Tree Plantings: A minimum of one (1) tree shall be planted or preserved on each Lot for every ten (10) parking spaces in an off-street parking area located on the respective Lot. All trees to be planted must be at least 2-1/2 inches in caliper-width.
9. Tree Planting Credits: Lots shall be credited the equivalent of one (1) tree for each tree planted on Lots devoted primarily to stormwater detention, up to thirty percent (30%) of the total number of trees otherwise required to be planted on the respective Lot pursuant to the provisions herein. The total number of Tree Planting Credits provided throughout the Subject Property shall not exceed the total number of trees planted on Lots devoted to stormwater detention.
10. Training Area: The "Riders Edge" motorcycle training area depicted on Exhibit VII is not required to be striped or lighted as a parking area and need not conform to the Tree Planting requirements of this section.
11. Landscaping West of Training Area: Developer shall provide a landscaping buffer and low berm along the westerly edge of the Service Road for the length of the "Riders Edge" motorcycle training Area. The landscaping set forth on the Preliminary Plan satisfies this requirement.
12. Maintenance: All landscaping shall be properly maintained in good health.
13. General Landscaping: The Lots shall be landscaped in substantial conformance with the approved Preliminary Plan and the approved final landscape plans for each Lot.

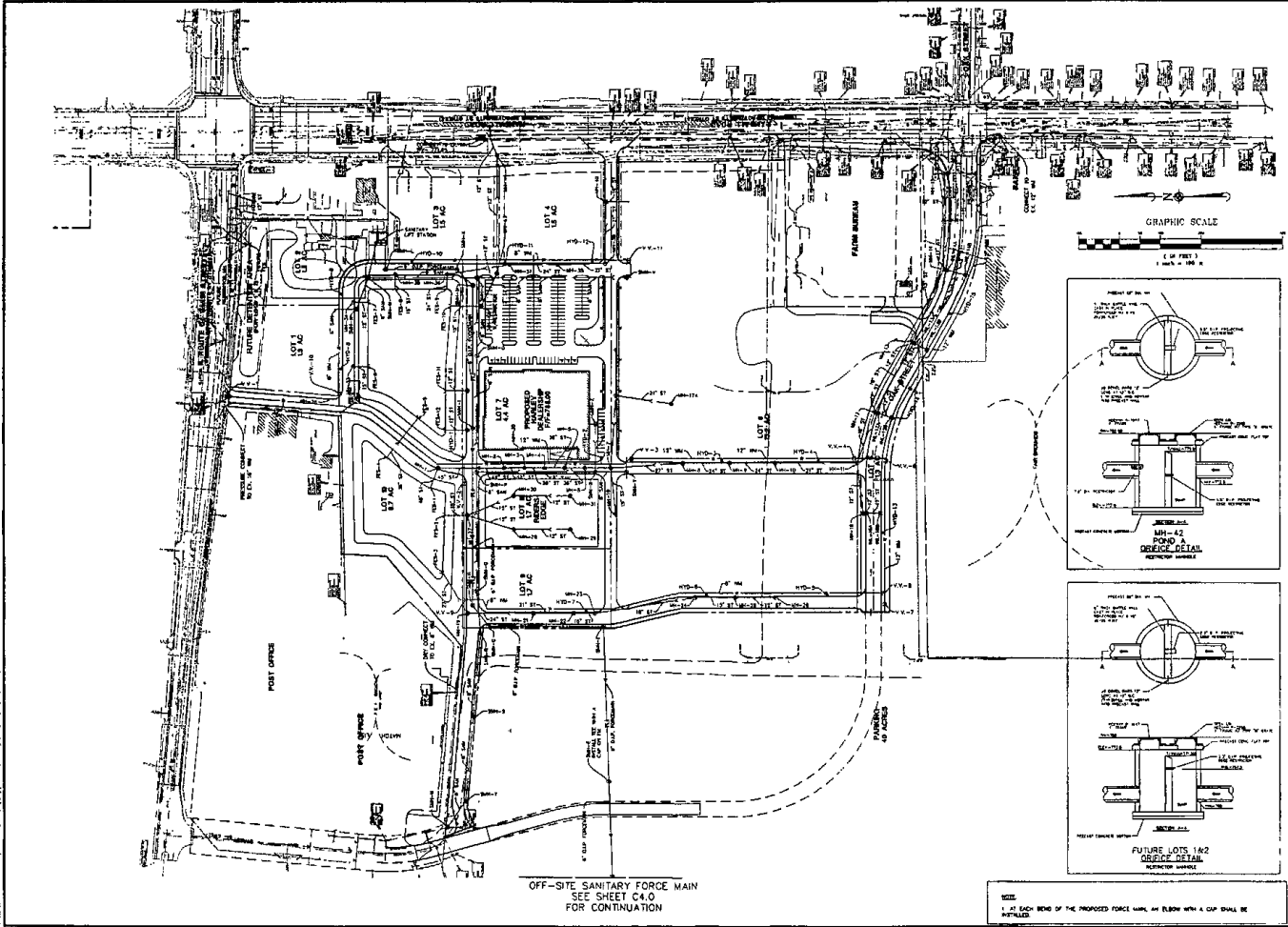
**Exhibit VII**  
**PUD Preliminary Plan**

Proposed Preliminary Improvements  
for  
**ZYLSTRA CENTER**  
St. Charles, Illinois

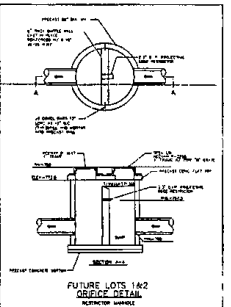
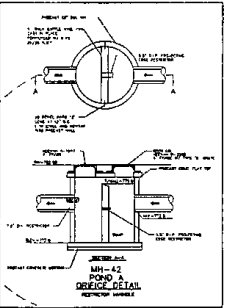
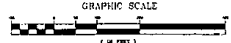
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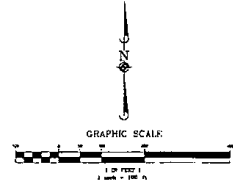
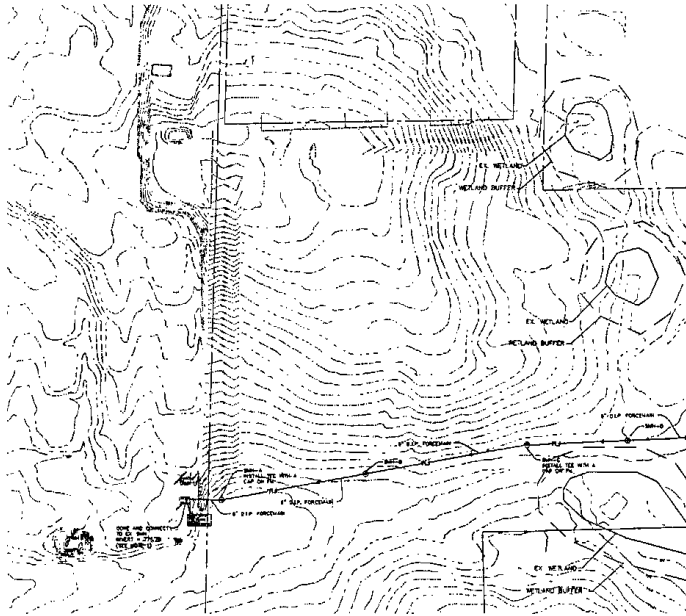


OFF-SITE SANITARY FORCE MAIN  
 SEE SHEET C4.0  
 FOR CONTINUATION



NOTE:  
 1. AT EACH END OF THE PROPOSED FORCE MAIN, AN ELBOW WITH A COP SHALL BE INSTALLED.

<b>MANHARD CONSULTING, INC.</b> ENGINEERS • SURVEYORS • PLANNERS ENVIRONMENTAL SCIENTISTS 3000-04 Ridge Road, Lombard, Illinois 60148 TEL: 630/713-3800 FAX: 630/713-3800	
<b>ZYLSTRA CENTER</b> ST. CHARLES, ILLINOIS PRELIMINARY UTILITY PLAN	
SHEET <b>C3.0</b> OF 23	DATE 11/11/03
STANDARD APPROVAL - NOT FOR CONSTRUCTION	



NOTE:  
 1. THE CONTRACTOR SHALL INVESTIGATE THE EXISTENCE OF  
 2. THE CONTRACTOR SHALL INVESTIGATE THE EXISTENCE OF  
 3. THE CONTRACTOR SHALL INVESTIGATE THE EXISTENCE OF  
 4. THE CONTRACTOR SHALL INVESTIGATE THE EXISTENCE OF

SEE SHEET C3.0  
 FOR CONTINUATION

NO.	DATE	REVISION
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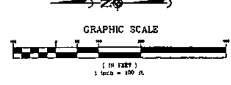
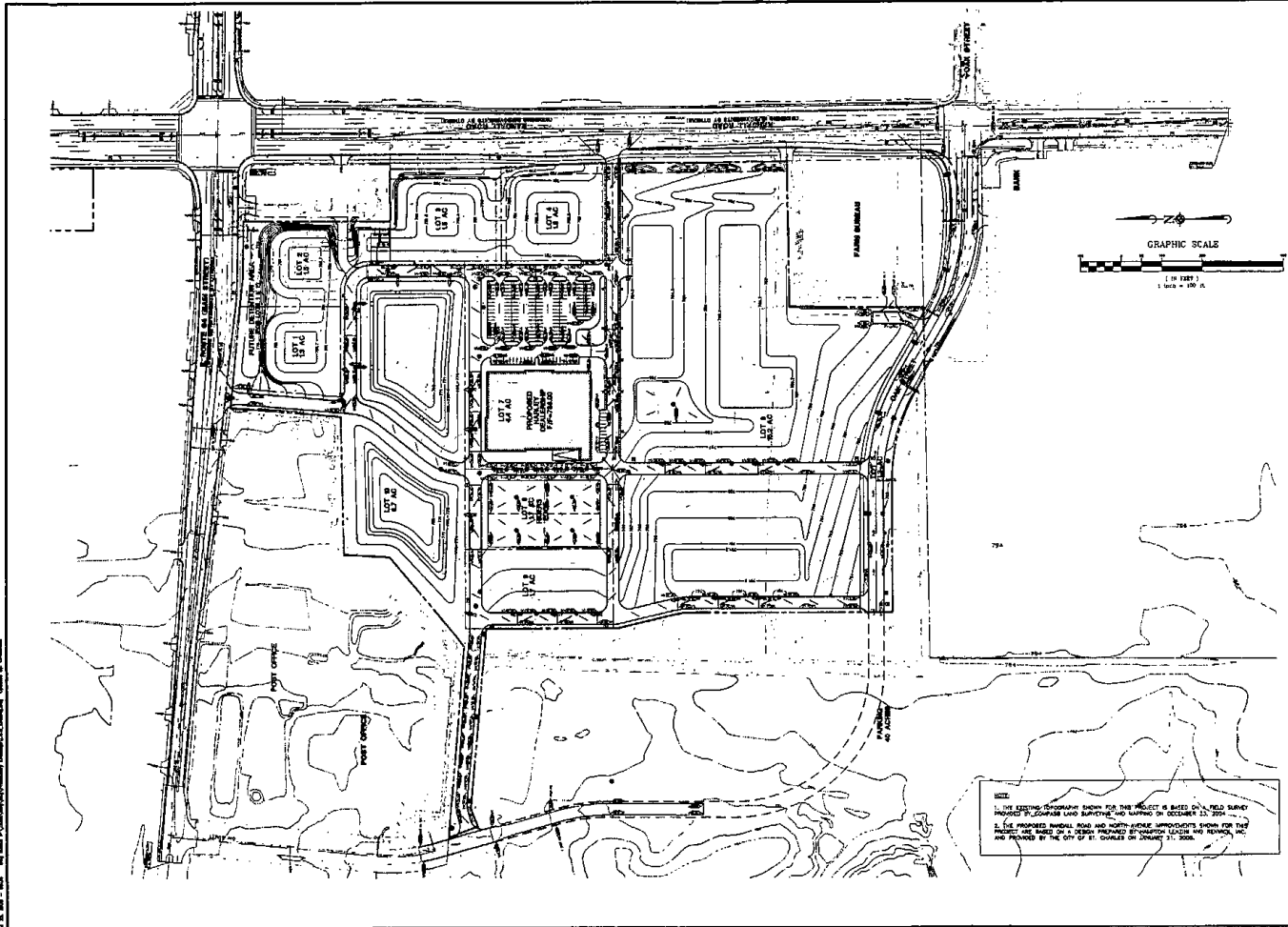
**MANHARD CONSULTING, INC.**  
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 2008-04 Oakley Road, Oakley, Illinois 60454  
 TEL: 815/461-5500 FAX: 815/461-5505 WWW.MANHARD.COM



ZVLSTRA CENTER  
 ST. CHARLES, ILLINOIS  
 PRELIMINARY OFF-SITE SANITARY SEWER PLAN

DATE	11/11/11
BY	JL
CHECKED	JL
SCALE	AS SHOWN
SHEET	C4.0
OF	10

PERMITS APPROVAL - NOT FOR CONSTRUCTION



THIS EXISTING DRAINAGE SYSTEM FOR THE PROJECT IS BASED ON A FIELD SURVEY CONDUCTED BY [NAME] AND SURVEYED ON OCTOBER 12, 2004. THE PROPOSED DRAINAGE AND DRAINAGE STRUCTURES SHOWN FOR THE PROJECT ARE BASED ON A DESIGN PROPOSED APPROXIMATELY 10% BELOW THE ELEVATION OF THE CITY OF ST. CHARLES ON JANUARY 11, 2004.

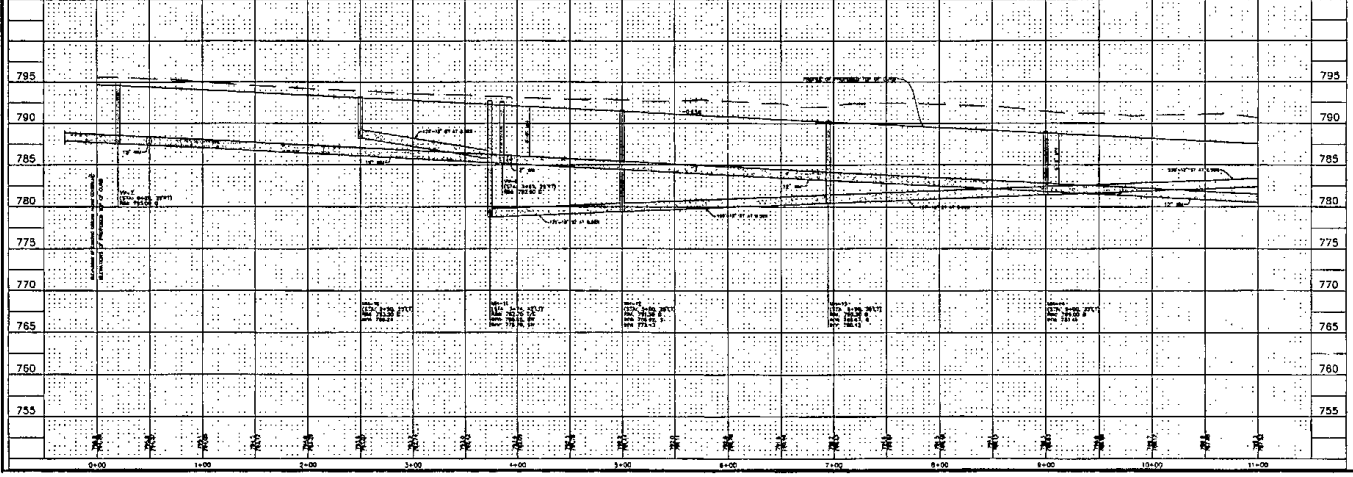
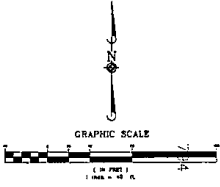
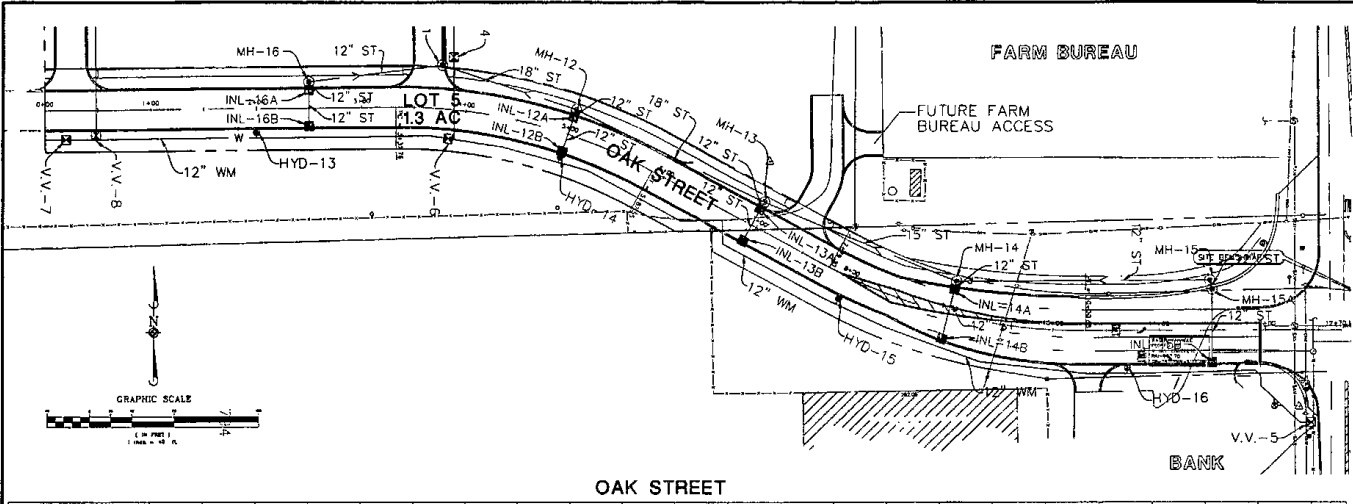
**MANHARD CONSULTING, INC.**  
 ENGINEERS • SURVEYORS • PLANNERS  
 ENVIRONMENTAL SCIENTISTS  
 2000-04 First Road, Leawood, Illinois 61815  
 St. Charles, Illinois 61815

**ZYLSTRA CENTER  
 ST. CHARLES, ILLINOIS  
 PRELIMINARY GRADING PLAN**

**C5.0**

DATE: 11/11/04  
 SHEET: 5 OF 10  
 PROJECT: ZYLSTRA CENTER  
 DRAWN BY: [NAME]  
 CHECKED BY: [NAME]  
 APPROVED BY: [NAME]

PERMITS APPROVAL - NOT FOR CONSTRUCTION



**MANHARD CONSULTING, INC.**  
 ENGINEERS, SURVEYORS & PLANNERS  
 ENVIRONMENTAL SCIENTISTS  
 2004-36 Fifty First Street, Illinois 60146  
 Tel: 312/618-6000 Fax: 312/618-6005 http://www.manhard.com

**ZYLSTRA CENTER**  
 ST. CHARLES, ILLINOIS  
 PRELIMINARY NEW OAK STREET PLAN AND PROFILE

**C6.0**

FORMING APPROVAL - NOT FOR CONSTRUCTION

# ZYLSTRA CENTER

St. Charles, Illinois

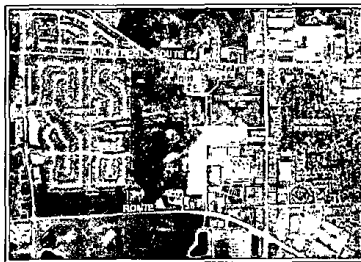
## CONSULTANTS:

### ENGINEER

MANEARD CONSULTING, LTD.  
2050-58 FINLEY ROAD  
LONGHORN, ILLINOIS 60148

### SURVEYOR

COMPASS CONSULTING GROUP, LTD.  
2631 GINGER WOODS PARKWAY  
SUITE 100  
AURORA, ILLINOIS 60204



LOCATION MAP  
SCALE: 1"=1000'



## INDEX OF SHEETS

<u>SHEET NO.</u>	<u>DESCRIPTION</u>
1.	SITE PLAN
2.	SIGN PLAN
3.	LANDSCAPE PLAN
4.	LANDSCAPE PLAN
5.	LANDSCAPE DETAILS

7/28/05

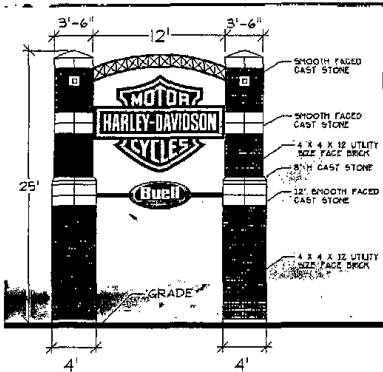
ZYLSTRA, LLC  
920 SOUTH MCLEAN BLVD.  
ELGIN, ILLINOIS 60123



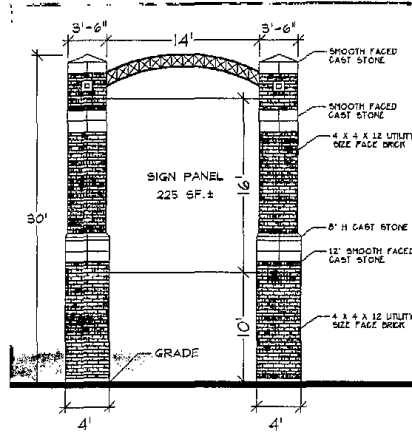
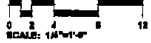
GARY R. WEBER  
ASSOCIATES, INC.  
LAND PLANNING  
LANDSCAPE ARCHITECTURE

224 SOUTH MAIN STREET  
WHEATON, ILLINOIS  
TELEPHONE: 630-669-7197  
FACSIMILE: 630-669-8853

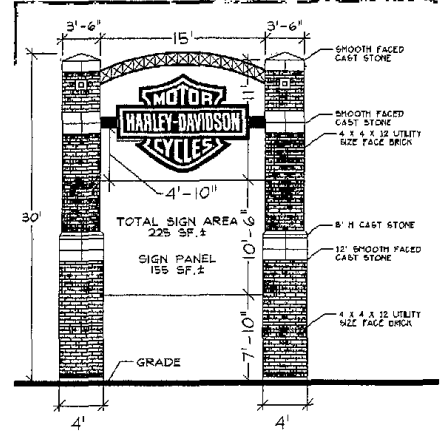




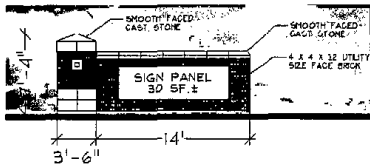
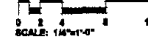
**ENTRY SIGN**



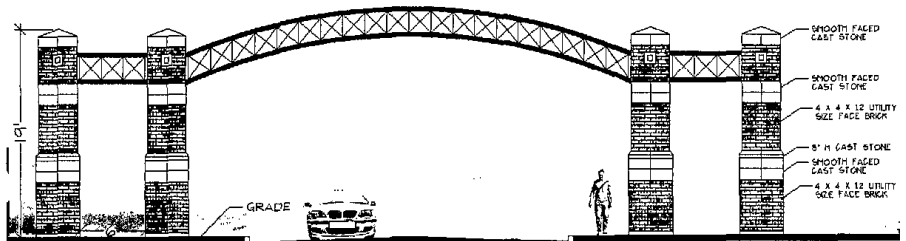
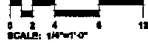
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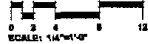
**MAIN STREET COMMUNITY SIGN**



**OUTLOT SIGN**



**GATEWAY FEATURE**



**GRWA**  
 GARY B. WEBER  
 ASSOCIATES, INC.  
 LANDSCAPE ARCHITECTS  
 144 NORTH MAIN STREET  
 PROCTOR SQUARE  
 TULLYVILLE, ILLINOIS 62454  
 PHONE: 618-291-1177  
 FACSIMILE: 618-291-1178

PROJECT NO. 1502  
 SHEET NO. 1502-1  
 DATE: 10/15/03  
 DRAWN BY: JWB  
 CHECKED BY: JWB  
 SCALE: AS SHOWN

**ZYLSTRA CENTER**  
 KANE COUNTY, ILLINOIS  
**SIGN PLAN**

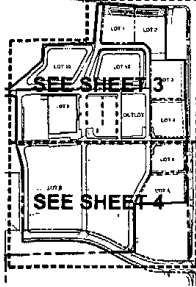
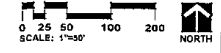
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 PROJECT NO.: 1502  
 SHEET NO.: 1502-1  
 DRAWN BY: JWB  
 CHECKED BY: JWB  
 SCALE: AS SHOWN

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 PROJECT NO.: 1502  
 SHEET NO.: 1502-1  
 DRAWN BY: JWB  
 CHECKED BY: JWB  
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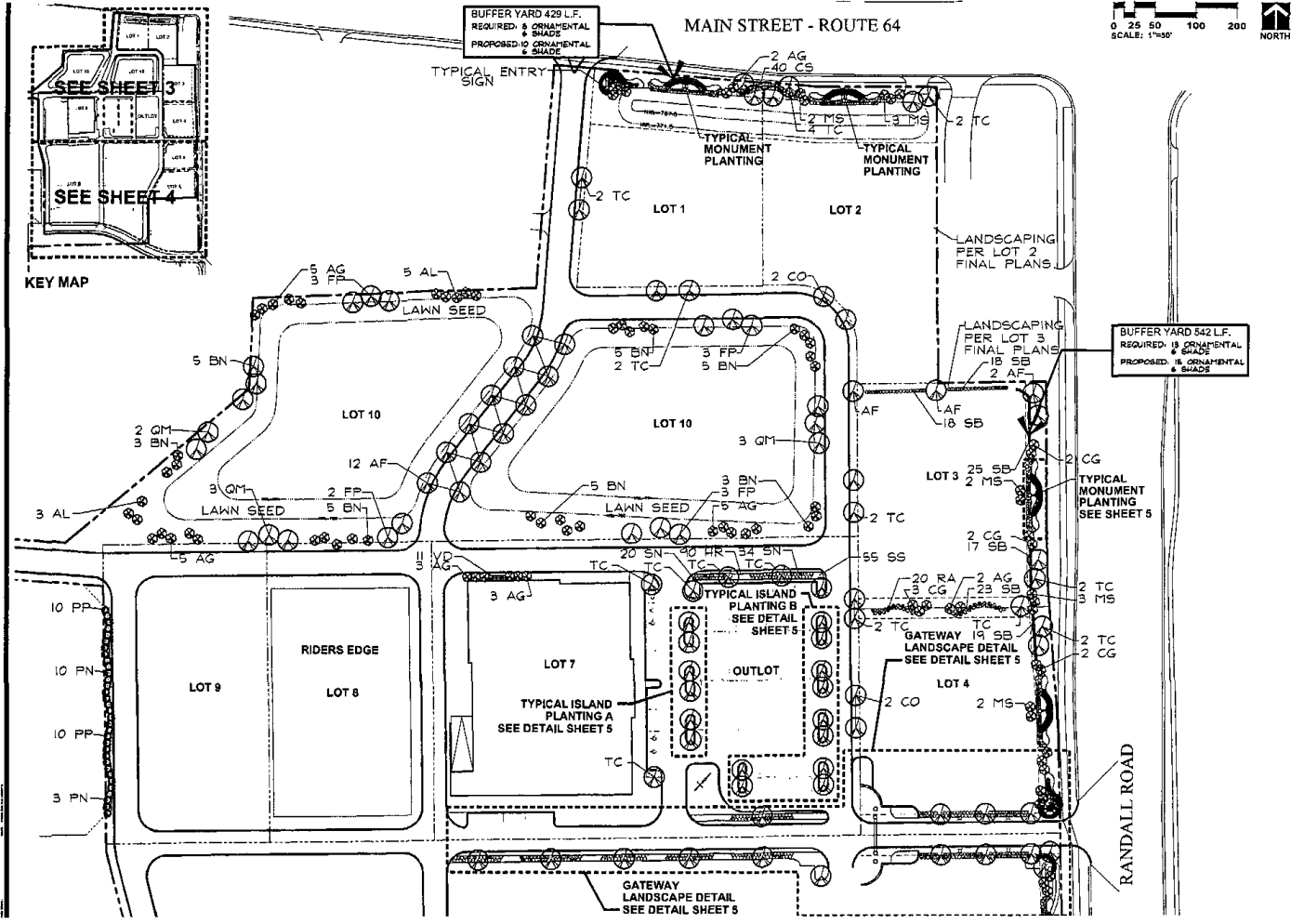


BUFFER YARD 429 L.F.  
REQUIRED: 9 ORNAMENTAL  
& SHADES  
PROPOSED: 10 ORNAMENTAL  
& SHADES

MAIN STREET - ROUTE 64



KEY MAP



**CRWA**  
DAVE R. WEBER  
ASSOCIATES, INC.  
LAND PLANNING  
LANDSCAPE ARCHITECTURE

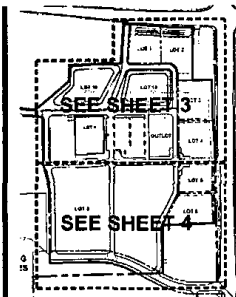
24 SOUTH MAIN STREET  
WESTON, ILLINOIS  
TELEPHONE: 630-447-1157  
FACSIMILE: 630-447-1158

**ZYLSTRA CENTER**  
SIT. CHARLES, ILLINOIS  
LANDSCAPE PLAN

7/29/05  
7/29/05  
7/29/05  
4/28/05  
8/27/04  
3/24/04

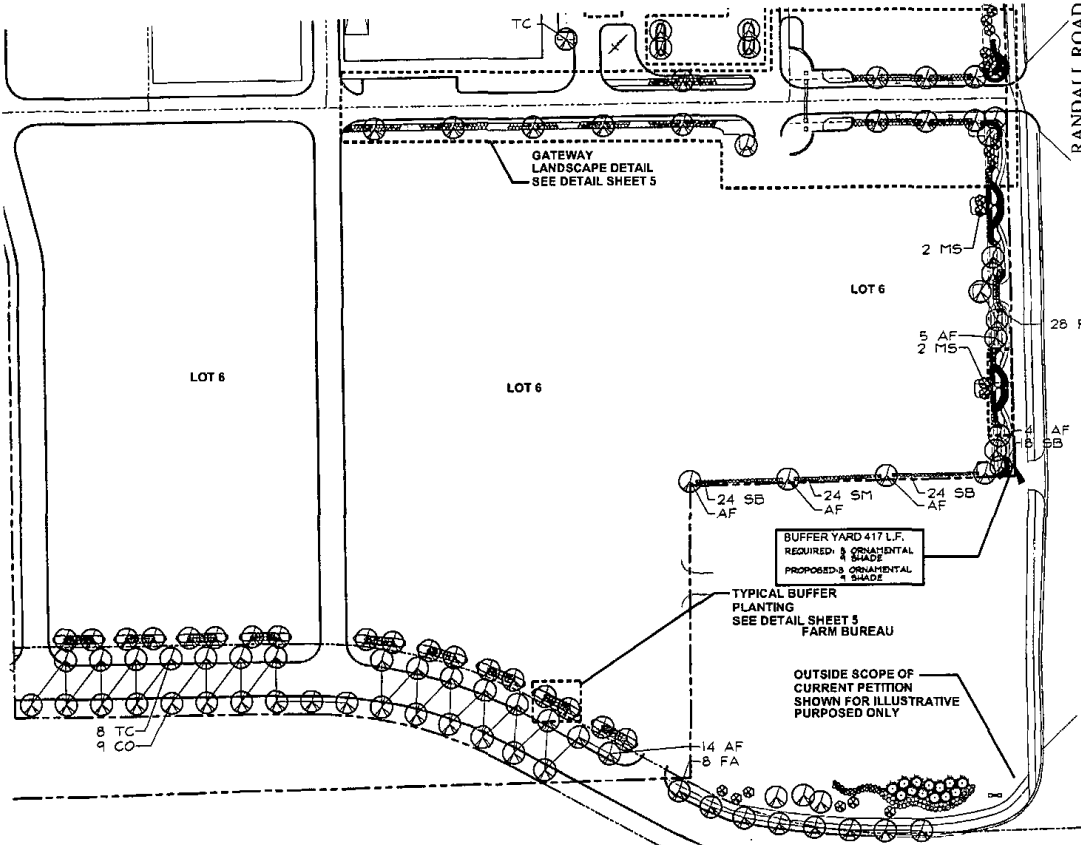
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7/29/05	JWS
7/29/05	BP
7/29/05	LJS
4/28/05	SRP
8/27/04	SRP
3/24/04	

REVISION



**KEY MAP**  
**PLANT LIST**

Key	Symbol/Comment	Name	Size	Remarks
<b>SHADE TREES</b>				
AP	Aspen	Aspen	2 1/2' Cal.	
CO	Cornus	Cornus	2 1/2' Cal.	
PA	Prunus	Prunus	2 1/2' Cal.	
TC	Tilia	Tilia	2 1/2' Cal.	
OT	Ostrya	Ostrya	2 1/2' Cal.	
<b>ORNAMENTAL TREES</b>				
AC	Amelanchier	Amelanchier	4' Tall	Clump Form
AL	Alnus	Alnus	4' Tall	Clump Form
BA	Betula	Betula	4' Tall	Clump Form
CC	Cornus	Cornus	4' Tall	Clump Form
CS	Cornus	Cornus	4' Tall	Clump Form
MS	Malus	Malus	4' Tall	Clump Form
RA	Rosa	Rosa	4' Tall	Clump Form
SB	Spiraea	Spiraea	4' Tall	Clump Form
SM	Spiraea	Spiraea	4' Tall	Clump Form
TC	Tilia	Tilia	4' Tall	Clump Form
VB	Viburnum	Viburnum	4' Tall	Clump Form
YV	Yucca	Yucca	4' Tall	Clump Form
<b>GROUNDCOVER</b>				
EP	Erythronium	Erythronium	12" O.C.	
PR	Prunella	Prunella	12" O.C.	



**ORVA**  
OARY R. WEBER  
ASSOCIATES, INC.  
LAND PLANNING  
LANDSCAPE ARCHITECTURE

714 WEST WALTON STREET  
CHICAGO, ILLINOIS 60610  
TEL: 312.467.1100  
FAX: 312.467.1101

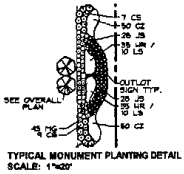
PROJECT: ZYLSTRA CENTER  
SITE: 1000 PINE ROAD  
LAWRENCE, ILLINOIS 62526

DESIGNED BY: OARY R. WEBER  
DATE: 10/15/03

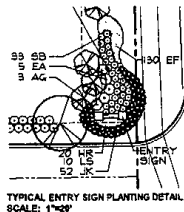
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PROJECT: ZYLSTRA CENTER  
SCALE: 1"=40'  
CHECKED: JWS  
IN CHARGE: JWS

**ZYLSTRA CENTER**  
ST. CHARLES, ILLINOIS  
**LANDSCAPE PLAN**

4 OF 5



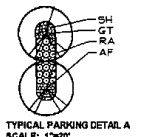
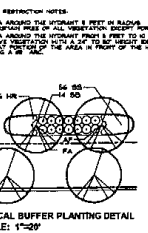
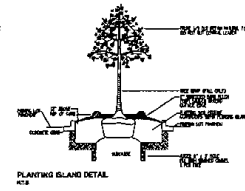
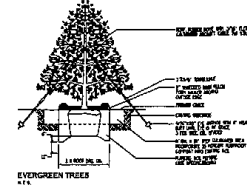
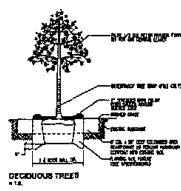
TYPICAL MONUMENT PLANTING DETAIL  
SCALE: 1"=20'



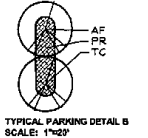
TYPICAL ENTRY SIGN PLANTING DETAIL  
SCALE: 1"=20'



PLANTING DETAILS



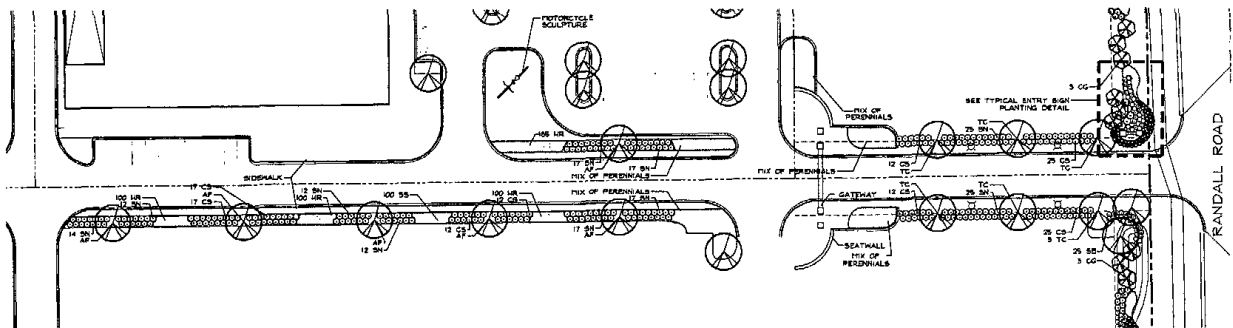
TYPICAL PARKING DETAIL A  
SCALE: 1"=20'



TYPICAL PARKING DETAIL B  
SCALE: 1"=20'

GENERAL NOTES

- Contractor shall verify underground utility lines and is responsible for any damage.
- The contractor shall avoid all existing utilities underground and overhead where applicable. Where underground utilities are located, field adjustments must be approved by the landscape architect prior to installation.
- Contractor shall verify all existing conditions in the field prior to construction and shall notify landscape architect of any variances.
- Material quantities shown are for contractor's convenience only. The Contractor must verify all material and supply sufficient materials to complete the job per plan.
- Work shall conform to American Standards for Nursery Stock, State of Illinois Horticultural Standards, and Local Municipal requirements.
- The landscape architect reserves the right to inspect trees and shrubs either at place of growth or at site before planting, for compliance with requirements of variety, size and quality.
- The landscape architect reserves the right to reject landscape material on site whether stock piled or installed in place.
- All plants shall be planted per the landscape plan and specifications. Plantings not found to be in compliance shall be replanted correctly at no additional expense to the owner.
- Final grade, finishes and sidewalk of detailed areas within the construction limits as shown. All areas shall drain positively and shall not pond nor puddle.
- Where planting beds meet turf areas, the contractor shall provide a cultivated edge. Flush all shrubs back to the line shown.
- For areas planted in turf areas, provide a 3/4" dia. mulch ring (remove existing turf) at 2" thick with a synthetic liner.
- An approved pre-emergent herbicide shall be applied in all planting beds at a rate specified by manufacturer for each plant variety.
- Contractor shall secure and pay for all permits, fees, and inspections necessary for the proper execution of this work and comply with all codes applicable to this work.
- Landscape details for areas adjacent to building will be finalized prior to issuance of final building permits.



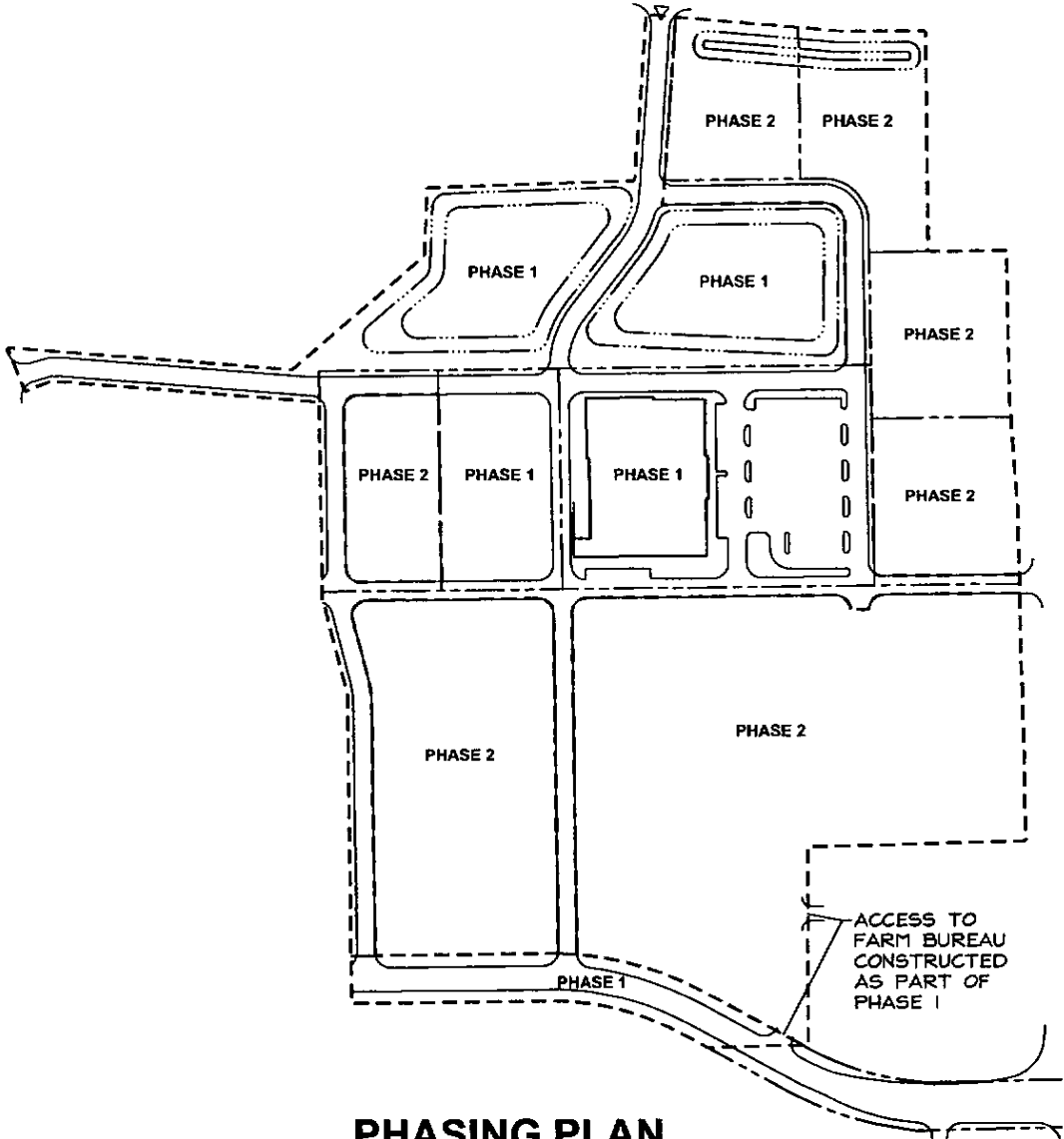
GATEWAY LANDSCAPE DETAIL  
SCALE: 1"=50'

**OAKLEY R. WEBER ASSOCIATES, INC.**  
LANDSCAPE ARCHITECTURE

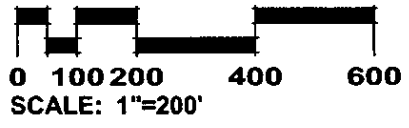
221 SOUTH MAIN STREET  
ST. CHARLES, ILLINOIS 62204  
TEL: 618.336.1111  
FACSIMILE: 618.336.4851

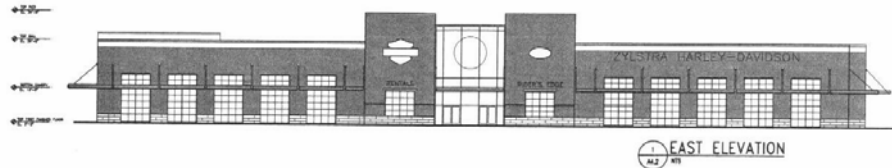
**ZYLSTRA CENTER**  
ST. CHARLES, ILLINOIS  
**LANDSCAPE DETAILS**

DATE: 2/25/08  
PROJECT NO.: 080306  
DRAWN: SJA  
CHECKED: JRM  
SHEET NO.: 5 OF 5

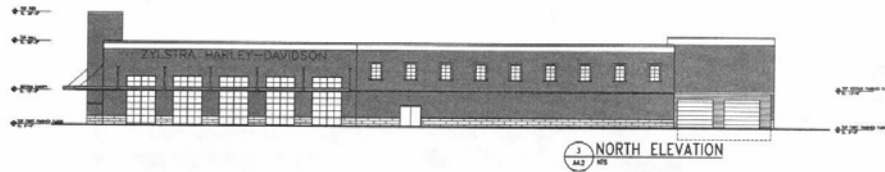


### PHASING PLAN

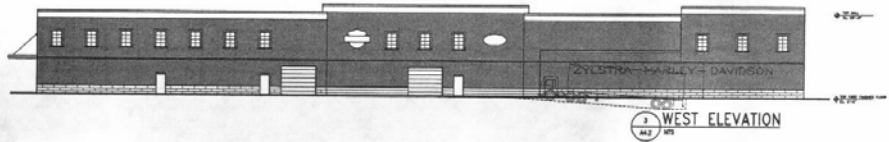




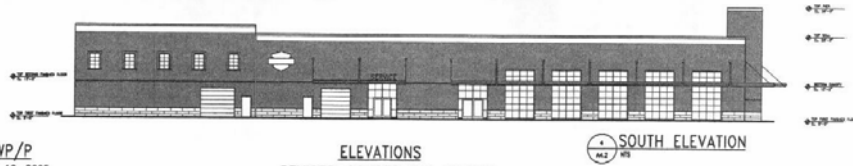
1 EAST ELEVATION  
A12 A13



2 NORTH ELEVATION  
A12 A13



3 WEST ELEVATION  
A12 A13



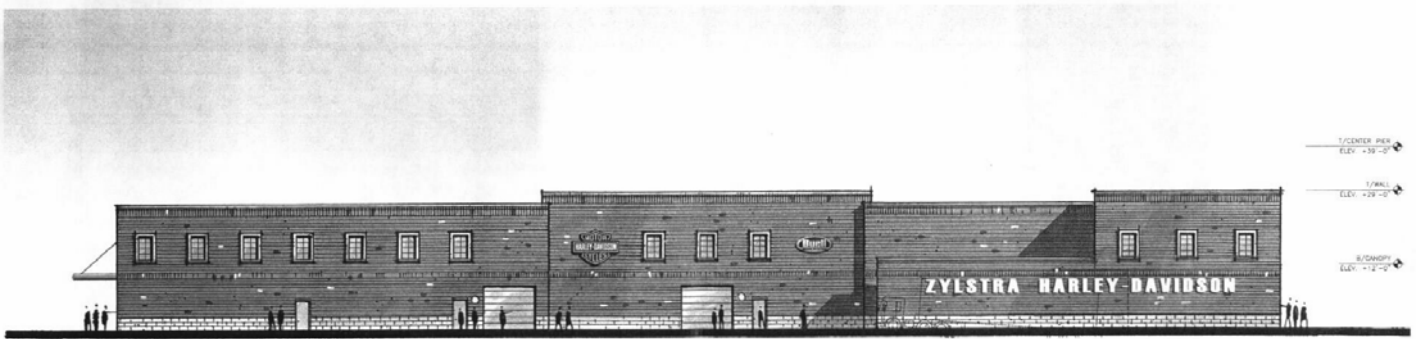
4 SOUTH ELEVATION  
A12 A13

OWP/P  
July 19, 2005

ELEVATIONS  
REVISED CONCEPTUAL DESIGN



NORTH ELEVATION



WEST ELEVATION



ZYLSTRA CENTER

ST. CHARLES, ILLINOIS

JULY 28, 2005





EAST ELEVATION



SOUTH ELEVATION



ZYLSTRA CENTER

ST. CHARLES, ILLINOIS

JULY 28, 2005



## **Exhibit VIII Architectural Guidelines**

### ***A. Articulation of Building Facades***

Intent: To reduce the apparent bulk of buildings and relate them to a human scale.

1. Building walls that are visible from any public street, or from an internal circulation road that provides access to two or more buildings, should incorporate  
  
architectural features such as arcades, arbors, windows, doors, entryways, awnings, pilasters, cornices, decorative banding, and other decorative features comprising at least twenty-five percent (25%) of the visually prominent walls, as measured in square feet of wall area.
2. All building walls that face the street should have at least two (2) of the following architectural features to avoid the appearance of blank walls facing the street:
  - i. change in wall plane of at least two (2) feet,
  - ii. change in wall texture or masonry patterns,
  - iii. transparent windows,
  - iv. columns or pilasters.
3. Building entryways and pedestrian routes should offer protection from weather such as overhangs, awnings, canopies, etc.
4. Building design should include features to add identity and architectural interest such as projecting cornices, medallions, lighting fixtures, art work, belt courses of a different color or texture, pilasters, etc.
5. Predominant façade colors should be subtle, neutral or earth-tones. Primary colors, high-intensity colors, or fluorescent colors, and black are prohibited as predominant façade colors. Building trim and accent areas may be brighter and include primary colors.

### ***B. Windows and Transparency***

Intent: Allow people outside commercial buildings to see activity within, and



allow people inside to see activity and weather conditions outside.

1. Retail buildings and tenant spaces with 30,000 square feet or less of gross floor area should provide windows so that the first floor is transparent from a height of eighteen (18) inches to a minimum of seven (7) feet above the walkway grade for no less than sixty percent (60%) of the horizontal length of the facade, and should include a public entrance. Windows shall be predominantly clear glass recessed or projected in the wall plane to create shadow and visual interest, and should include visually prominent sills or other appropriate forms of framing. Awnings, pilasters or columns may be used to accentuate window openings and add interest to the design of the building.
2. Development of the outlots should help define and enhance the character of the public street frontage by placing outlot buildings near the street with showcase windows and architectural features oriented toward the street as well as to the interior parking lot.

### *C. Building Entrances and Pedestrian Walkways*

Intent: People should be able to tell where building entrances are located, and walking into the building should be a pleasant experience.

1. Buildings should have a public entrance on a façade that faces a public street or private drive that provides primary access.
2. All public entrances should be articulated from the building mass. Examples of such articulation include: canopies or porticos, overhangs, arcades, raised corniced parapets over the door, peaked roof forms, arches, outdoor patio or seating areas, display windows, details such as tile work and moldings integrated into the building design, and integral planters or wing walls that include landscaping or seating.
3. Within the area adjoining any building facade which faces a parking lot and contains a public entrance, landscape islands adjoining or parallel to the building foundation not less than eight (8) feet in width should be provided within 60 feet of the building facade. The length of such landscape islands should be approximately 50 percent of the length of the building façade, with a minimum of 25 percent and a maximum of 75 percent.
4. Pedestrian routes to building entrances should be marked with pavers, striping, or delineated by the design and location of landscape features.

#### ***D. Roof Design***

Intent: Roofs should be designed to add visual interest to the building, to conceal necessary service equipment, and to establish the building's identity.

1. For any roof other than a flat roof, that is visible from any public street or from an internal circulation road that provides access to two or more buildings, no more than 100 feet of the roof line, measured horizontally, should be designed without changes in height or the incorporation of a major focal points, such as a dormer, gable or projected wall feature. Flat roofs should be designed so that there is at least one change in the height of the wall or parapet for each 200 linear feet of roof line.
2. Exposed roof materials shall be similar to, or an architectural equivalent of asphalt or fiberglass shingle, wooden shingle, standing seam metal roof or better. The roof of any building may be flat.
3. Parapets should feature three-dimensional cornices or other shadow-creating detail elements along their tops.
4. Mansard roof designs are discouraged.
5. "Green roof" designs are encouraged.
6. Pipe stacks and similar appurtenances that are required by code and cannot reasonably be hidden should be concealed as much as possible by location and coloring.

#### ***E. Building Wall Materials***

Intent: Buildings should be constructed of quality materials that reduce maintenance costs over the life of the building and reinforce the character of the community. Building materials should relate to traditional building materials used historically in Kane County, or should be selected to support a high quality architectural design that establishes a unique character for the site or building. Building materials that are encouraged include:

1. Approved Materials
  - a. Brick

- b. Wood
  - c. Native or architectural cast stone
  - d. Tinted and/or textured concrete masonry units
  - e. Stucco
  - f. Tilt-up concrete panels designed with an architectural pattern or a brick veneer are permitted; plain concrete panels are prohibited
  - g. Glass
  - h. High quality architectural metal surfaces, not including residential style metal siding.
2. Prohibited Materials
- a. Smooth-faced, untinted concrete masonry units
  - b. Exterior Insulation Finish Systems on the ground floor
  - c. Vinyl
  - d. Plain tilt-up concrete panels

***F. Screening of Mechanical Equipment***

As viewed from ground levels at a variety of locations, all mechanical equipment located on the roof or around the perimeter of a structure shall be screened by a raised parapet or with a structure comparable and compatible with the exterior building materials.

- a) A raised parapet or other architectural feature that is an integral part(s) of the building may be required as screening for rooftop mechanical equipment or to soften rooftop views.
- b) Screening for rooftop mechanical equipment shall incorporate similar architectural features of the building and/or be constructed of a material and color compatible with other elements of the building.
- c) Incidental rooftop equipment deemed unnecessary to be screened by the Director of Community Development or a designee shall be of color to match the roof or the sky, whichever is more effective.

- d) Equipment used for mechanical, processing, bulk storage tanks, or equipment used for suppressing noise, odors, and the like that protrudes from a side of a building or is located on the ground adjacent to a building shall be screened from public view as much as practical with materials matching the design of the building. Where miscellaneous exterior equipment cannot be fully screened with matching building materials, landscaping may be used as additional screening.

### ***G. Colors***

Garish or bright accent colors (i.e., orange, bright yellow, or fluorescent colors) on any portion of the building such as trim, banding or patterns on walls, cloth or metal awnings, entryway features shall be minimized, but in no case shall such coloring exceed 10% of each wall area.

### ***H. Compatibility within the Development***

The buildings to be developed within the Zylstra Property shall be compatible and harmonious with each other in their exterior architectural design features. Compatibility of architectural design features may be achieved by similarity of some design elements, while allowing dissimilarity of others. Buildings shall be considered compatible if at least three of the following five design elements are similar, as determined by the City Council, when comparing any proposed building with the motorcycle dealership building:

- a. Type of materials (brick, stone, wood, metal, etc.)
- b. Colors and textures of exterior surfaces
- c. Architectural scale (size and height of buildings, both actual and perceived)
- d. Placement and rhythm of doors, windows, wall planes, visible wall joints, and visible roof elements
- e. Architectural style (examples of architectural style include reference to recognized historic or modern architectural styles, repetitive use of particular shapes, angles, features such as cornices, type of roof, etc.)

**Exhibit IX  
Site Lighting Requirements**

1. All exterior lighting shall be designed, shielded and directed so that light from the lamp (point light source) is not directly visible from other properties or public rights-of-way. This can be accomplished using luminaries which a) by their design, direct the light downward; b) have opaque shielding installed that prevents direct illumination from reaching adjacent properties or public rights of way; or c) utilize a translucent material to diffuse the light. No exterior lighting shall be maintained on a lot so as to shine into, or upon, any other lot or any right of way with an intensity great enough to reduce a viewer's ability to see, or to cause momentary blindness.
2. Exterior lighting shall be designed and maintained at or below the following average foot-candles, as measured horizontally at the property line:

1. Residential to residential:	Horizontal foot candles: 0.5
2. Nonresidential to nonresidential	Horizontal foot candles: 2.0
3. Nonresidential to residential:	Horizontal foot candles: 0.5
4. Right of way, except motor vehicle sales display lots:	Horizontal foot candles: 0.5
5. Right of way, motor vehicle sales display lots:	Horizontal foot candles: 20.0

3. Interference with Traffic Safety

The following are specifically prohibited:

- a. Exterior lighting used in a manner that could interfere with the safe movement of motor vehicles on public streets and alleys.
- b. Any light that could be confused with, or construed as, a traffic control device, unless authorized by State, Federal, City or County government.

4. Uniformity

The uniformity ratio of exterior lighting for all property other than one and two family dwellings and townhomes, as defined by the Illuminating Engineering Society of North America (IESNA), shall be 4:1.

5. Uplighting and Architectural Lighting

Uplighting and architectural lighting is permitted to light a building façade, walkway, driveway, landscaping, sign or primary entrance, provided that all direct illumination from uplighting shall be directed onto the building wall, walkway, driveway, landscaping, sign or entrance it is intended to illuminate, and the light intensity at the property line does not exceed the light trespass standards specified in the preceding paragraph F. Illumination to highlight architectural features may include lines of low-intensity unshielded incandescent bulbs of a single color, or neon tube type lighting, but only where such lighting is consistent with and will enhance the architectural character of the building and does not constitute part of a sign, trademark, or other advertising display.

6. Building Mounted Luminaires

- a. Luminaires mounted on buildings other than one and two family dwellings and townhomes shall be a non-adjustable full cut-off design and shall be directed downward at an angle of no greater than 45 degrees from the vertical plane. No luminaire mounted on a building shall project above the height of the building.
- b. Luminaires exceeding 2000 lumens mounted on one and two family dwellings and townhomes shall be a non-adjustable full cut-off design and shall be directed downward at an angle of no greater than 45 degrees. No luminaire mounted on a building shall project above the height of the building.

7. Canopy Lighting

Luminaires mounted on gas station and drive-through canopies shall be a full cut-off design and shall be directed downward at an angle of no greater than 45 degrees from the vertical plane, or may be completely recessed under the canopy with flat lenses. Light intensity shall not exceed twenty (20) foot candles at ground level under the canopy or elsewhere on the site. All lighting mounted under the canopy, including auxiliary lighting within signage and panels over the pumps, shall be included in the twenty (20) foot candle limit.

If necessary due to the design of the luminaires selected, the sides (fascia) of the canopy shall extend below the lens of the luminaires at least 12 inches to block direct view of the light sources from the property line.

8. Light Pole Height

The maximum height of light poles, as measured from finished grade at the base to the bottom of the luminaire, shall not exceed the maximum building height in the zoning district in which they are located.

9. Blinking Lights

Blinking, flashing, moving, revolving, flickering, changing intensity and changing color lights shall be prohibited, except for temporary holiday displays, lighting for public safety or traffic control, or lighting required by the FAA or other governmental agency for air traffic control and warning purposes.

**EXHIBIT X**  
**PROVISIONS OF AMENDED ANNEXATION AGREEMENT**

ARTICLE IV  
ZONING, PLANS AND PLATS

Subsequent to the execution of this AGREEMENT, the CITY's Corporate Authorities shall adopt and approve two ordinances amending the Miller PUD Ordinance with respect to the Fair Property. As to the Remaining Fair Property legally described on Exhibit H, the Corporate Authorities shall adopt and approve "An Ordinance Amending Ordinance 1990-Z-2 (Miller-Fairgrounds PUD)" (the "Miller-Fairgrounds PUD"); a copy of this Ordinance is attached hereto and incorporated herein as Exhibit O. As to the Zylstra Property legally described in Exhibit I, the Corporate Authorities shall adopt and approve "An Ordinance Amending Ordinance 1990-Z-2 (Zylstra PUD)" (the "Zylstra PUD"); a copy of this Ordinance is attached hereto and incorporated herein as Exhibit P. Should any person having proper standing to do so bring a cause of action before any court of competent jurisdiction challenging the zoning relief granted with respect to the Zylstra Property and/or the Remaining Fair Property, as provided for in this AGREEMENT, the ordinances attached hereto as Exhibits O and P or any other exhibit attached hereto or thereto, the PARTIES agree that they shall fully cooperate, as provided in Article III hereof, to defend such cause of action. Further, the PARTIES specifically agree that if and to the extent such defense proves unsuccessful, the CITY shall take such further legislative action as then may be lawfully required to cause the Zylstra Property and/or the Remaining Fairground Property to be validly zoned as herein provided.

A. Remaining Fair Property – Parking Area and Preliminary Plans

1. Pursuant to the Miller-Fairgrounds PUD ordinance incorporated herein as Exhibit O, the FAIR shall be allowed to relocate Miller Road and expand its existing gravel parking lots and construct related stormwater detention improvements as depicted on the FAIR's "Parking Area/Stormwater Plan" heretofore incorporated herein as Exhibit J. The expanded gravel parking will consist generally of the portion of FAIR's existing gravel parking lots on the Remaining Fair Property expanded as depicted in Exhibit J for a total parking area of approximately forty



(40) acres. Prior to issuance of a stormwater permit for the parking area improvements, the FAIR shall grant to the CITY an easement over all related stormwater detention facilities including access to this location from a public street for the purpose of maintenance and repairs. The easement shall provide that if the FAIR doesn't properly maintain and repair stormwater detention facilities, the CITY may enter upon the Remaining Fair Property for the purpose of maintaining and repairing same and, in the event the CITY is required to do so, it shall have the right to bill the FAIR for the reasonable costs associated with the performance of these tasks. The City agrees to release the easement upon future development of the Remaining Fair Property provided, that to the extent that replacement stormwater detention is provided, a similar easement shall be granted to the CITY with respect thereto. The stormwater detention facilities shall comply with the provisions of Title 18 of the St. Charles Municipal Code. The CITY acknowledges that the stormwater management plan produced by Manhard Consulting dated August 3, 2005 and depicted on Exhibit J conforms to the CITY'S requirements.

2. Prior to any development on the Remaining Fair Property (except for construction of the parking improvements depicted on Exhibit J), the FAIR shall submit for CITY's review and approval: a) a PUD Preliminary Plan conforming with the provisions of Title 17 (Zoning) of the St. Charles Municipal Code in effect as of the date of submittal, for that portion of the Remaining Fair Property to be developed; and b) a Preliminary Plan of Subdivision conforming with the provisions of Title 16 (Subdivisions and Land Improvements) and Title 18 (Flood Damage Prevention) of the St. Charles Municipal Code in effect as of the date of submittal, for that portion of the Remaining Fair Property to be developed.

B. Zylstra Property -- Preliminary Plans

1. As a precondition to the development of any phase of the Zylstra Property, ZYLSTRA shall have submitted and obtained CITY's approval of a PUD Preliminary Plan for the entire Zylstra Property, or a first phase PUD Preliminary Plan with a Concept Plan for the remainder, as provided in Section 17.42.080 B (3) (b) of the St. Charles Municipal Code. The PUD Preliminary Plan shall include all

offsite improvements necessary for the development of the Zylstra Property, and such offsite improvements shall be completed as part of the first phase of development. The City agrees that the Zylstra PUD Preliminary Plan depicted on Exhibit K constitutes a PUD Preliminary Plan for Phase 1 (as depicted on Exhibit K) and a Concept Plan for Phase 2 (as depicted on Exhibit K). The Zylstra PUD Preliminary Plan depicted on Exhibit K will be approved with the approval of the Zylstra PUD (Exhibit P). The St. Charles City Council may approve a change to Phase 1 of the approved Zylstra PUD Preliminary Plan as a minor change, to the extent provided in Title 17 of the St. Charles Municipal Code.

2. PUD Preliminary Plans conforming with the provisions of the St. Charles Municipal Code in effect as of the date of submittal including but not limited to Title 17 (Zoning), Title 16 (Subdivisions and Land Improvements) and Title 18 (Flood Damage Prevention) shall be submitted for review by the Plan Commission and City Council for any building or site development within Phase 2 of the Zylstra Property (as depicted on Exhibit K.) If a resubdivision is proposed, a Preliminary Plan of Subdivision and a Final Plat shall also be submitted.
3. The City Engineer may require submittal of a revised PUD Preliminary Plan for the entire Zylstra Property if he determines that a proposed change to the approved Zylstra PUD Preliminary Plan for Phase 1 or a PUD Preliminary Plan submitted for development in Phase 2 affects onsite or offsite Land Improvements (as defined in Section 16.08.150 of the St. Charles Municipal Code) including but not limited to 1) onsite and offsite road improvements and traffic signalization; 2) water supply mains, valves, hydrants and other appurtenances, 3) sanitary sewers, including lift station, to connect to existing sanitary sewer west of the Zylstra Property, and 4) stormwater management facilities.
4. Required Engineering Plans (as defined in Section 16.08.090 of the St. Charles Municipal Code) and Final Plats (as defined in Section 16.08.110 of the St. Charles Municipal Code) may be submitted either in conjunction with or following submittal of PUD Preliminary Plans and Preliminary Plans of Subdivision for the Zylstra Property. Engineering Plans shall include the related onsite and offsite Land Improvements.

C. Final Plats

1. The CITY understands that the development of buildings on the Zylstra Property may occur in phases, and that the necessary Land Improvements for lots to be developed in later phases cannot be fully anticipated at the time of the initial phase. The CITY agrees to approve a Final Plat encompassing the whole of the Zylstra Property at the time of approval of the initial phase of development. Prior to commencing construction of any improvements or buildings in Phase 2 (as depicted on Exhibit K), ZYLSTRA shall submit Engineering Plans for the lots to be developed. The City Engineer and Director of Community Development may, in their sole discretion, require that Land Improvements be extended within a platted lot or lots without a resubdivision. In such event, ZYLSTRA shall provide a letter of credit or cash escrow meeting the requirements of Section 16.12.220 of the St. Charles Municipal Code prior to issuance of a building permit, to guarantee completion of all required Land Improvements relating to the lots to be developed.
2. Unless mutually agreed between the CITY and ZYLSTRA, prior to CITY's approval of the initial Final Plat, ZYLSTRA shall submit complete plans and supporting documentation required for issuance of a permit to: a) the Illinois Department of Transportation ("IDOT") with respect to Illinois Route 64 access (right in/right out), and b) the Kane County Division of Transportation ("KDOT") with respect to Randall Road (right in/right out and full access at the Oak Street Extension). ZYLSTRA acknowledges that Final Plats of the Zylstra Property relating to access to Illinois Route 64 and Randall Road are subject to review and approval of IDOT and KDOT, respectively. In the event CITY approves a Final Plat prior to its approval by IDOT and KDOT, ZYSTRA shall comply with all permit conditions required by KDOT and IDOT as a precondition to the City's issuance of any building or other development permit.
3. No Final Plat for any part of the Remaining Fair Property shall be approved prior to the approval of Engineering Plans for that part of the Remaining Fair Property being developed and for any offsite Land Improvements necessary to serve the land being developed, as reasonably determined by the CITY.

4. ZYLSTRA and the FAIR shall provide to CITY and its franchisees easements over, under and upon those portions of the Zylstra Property and Remaining Fair Property determined by the CITY to be necessary to provide for maintenance, repair, replacement and customary servicing of all electricity lines, sanitary sewers and appurtenances, storm sewers, surface drainage, stormwater detention and retention, water mains and appurtenances, communication lines, natural gas supply systems, communication facilities and other utilities. ZYLSTRA shall establish internal cross-access easements for the overall efficiency of the Zylstra Property including, but not by way of limitation, cross access easements over the private roads depicted on the PUD Preliminary Plan, as determined by CITY.

D. Special Use With Concept Plan

Notwithstanding the requirements of Section 17.42.080(B)(3)(b) of the St. Charles Municipal Code, the Miller PUD Ordinance may be amended with respect to the Remaining Fair Property based upon a Concept Plan prior to the filing and approval of a PUD Preliminary Plan. Approval of a Concept Plan shall not be construed as approval of a PUD Preliminary Plan, Preliminary Plan of subdivision, Engineering Plan, or Final Plat under any provision of state law or CITY ordinance.

ARTICLE V

CONSTRUCTION TIMING

A. Commencement of Construction

Grading and soil erosion control measures may begin upon approval by the City Engineer of a limited stormwater permit based on complete final engineering stormwater report and compliance with the conditions of Title 18 of the St. Charles Municipal Code, regardless of whether Engineering Plans and Final Plat for a particular unit or phase have been approved. Issuance of this limited stormwater permit shall not be unreasonably delayed or denied. Except as herein provided, no construction of Land Improvements shall be commenced prior to approval by CITY of a Final Plat, Engineering Plans for the Land Improvements and receipt of a financial guarantee for completion in conformance with the provisions of Title 16 of the St. Charles Municipal Code for the phase to be constructed. No construction of wastewater or water supply facilities shall be commenced prior to issuance of IEPA permits for same.

Except for a foundation permit for a motorcycle dealership on the Zylstra Property as depicted on Exhibit K, no building permit shall be issued for construction of any building, structure, or part thereof on the Zylstra Property or the Remaining Fair Property until a Final Plat has been approved and recorded for the phase in which the building permit or permits are requested, and permits have been issued by KDOT and IDOT for access to Randall Road and Route 64, respectively. CITY agrees to issue a foundation only permit for one building on the Zylstra Property after approval of the first phase Final Plat by the City Council but prior to its recording, and prior to issuance of access permits by KDOT and IDOT. ZYLSTRA and FAIR shall provide adequate emergency vehicle access and access to adequate emergency water supply, as approved by the CITY's Fire Department, during the construction of any building on the Zylstra or Remaining Fair Property.

**B. Completion of Improvements Prior to Occupancy**

No final occupancy permit shall be issued for any building within any phase of development of the Zylstra Property or the Remaining Fair Property, until the City Council's acceptance or approval of the Land Improvements required for that phase of the development by virtue of the approved PUD Preliminary Plan and/or the approved Subdivision Preliminary Plan. Notwithstanding the foregoing and any contrary provision of the St. Charles City Code, a final occupancy permit may be issued prior to the completion of required sidewalks, street trees, parkway seeding, and final surface course of streets; provided that a financial guarantee conforming with the provisions of Section 16.12.220 of the St. Charles Municipal Code has been provided. Until acceptance of a public street by the City Council, which acceptance shall not be unreasonably delayed or denied, ZYLSTRA or FAIR shall maintain the street in an acceptable condition, and shall be responsible for snow removal; provided, that at all times ZYLSTRA or FAIR shall be responsible for removal of construction debris and waste related to the portion of the Zylstra Property or Remaining Fair Property being developed. The CITY shall accept the public streets, public sidewalks and other public improvements upon the completion of said public improvements, in accordance with the provisions of the St. Charles Municipal Code and the CITY's construction standards. The CITY hereby agrees to accept the roadway improvements within the dedication of the Oak Street Extension prior to the final lift, but such acceptance shall not relieve ZYLSTRA from the requirement to complete the full improvement of Oak Street and to provide a financial guarantee of completion and maintenance guarantee in conformance with Title 16 of the St. Charles Municipal

Code.

ARTICLE VI

LAND IMPROVEMENTS AND UTILITIES

A. Easements, Dedications and Eminent Domain

Except for the land owned by the City to be dedicated for the Oak Street Extension as provided in Article VIII, Section A, ZYLSTRA and FAIR are responsible for granting all on-site dedications and easements and obtaining all necessary off-site dedications and easements for all Land Improvements, including on and offsite road and drainage improvements, which are determined by the City Council to be necessary for the development of the Zylstra Property and the Remaining Fair Property. All such dedications and easements shall name the CITY as the grantee and shall be located and of such size and dimensions as may be reasonably required by the CITY for the proper installation and maintenance of the particular Land Improvements. All such dedications and easements shall be conveyed to the CITY with the Final Plat, or if by means of a separate instrument, prior to recording of a Final Plat. The CITY, in its sole discretion, shall have the right to require either dedications or easements to accommodate the required Land Improvements. In the event ZYLSTRA or FAIR is unable to obtain such off-site easements or dedications under terms and conditions deemed reasonable by the City, the CITY agrees, to the extent it may lawfully do so as determined by CITY in its sole and exclusive discretion, to exercise its power of eminent domain, at the request of ZYLSTRA or FAIR, to obtain such easements and dedications. ZYLSTRA and/or FAIR shall reimburse the CITY for all reasonable costs, judgments, settlements and expenses, including reasonable attorneys' and expert witness' fees associated with, or arising out of, the acquisition of such rights.

The CITY shall from time to time provide an estimate for all such costs, expenses, judgments, and settlements, including reasonable attorneys' fees. Upon the CITY's request, a cash escrow shall be submitted to the CITY prior to CITY incurring such expense. The amount of such escrow shall be subject to the reasonable approval of, and adjustment by, the City Council. Payment to the CITY for all such costs, expenses, including attorneys' fees, judgments and settlements shall be made within thirty (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 ZYLSTRA or FAIR, and may refuse to issue any permits requested by them.

With respect to land over which CITY has no power of eminent domain, such as state-

owned land, ZYLSTRA or FAIR shall obtain all off-site easements and dedications for all Land Improvements, including offsite road and drainage improvements, which are determined by the City Council to be necessary for the development of the Zylstra Property or Remaining Fair Property, as the case may be, prior to City Council approval of any Final Plat. The CITY shall use its best efforts to assist ZYLSTRA or FAIR in obtaining any third party consents, approvals, or grants.

B. Wastewater Collection and Treatment

ZYLSTRA shall design and construct on-site, and any necessary off-site, sewer lines to carry all wastewater from the Zylstra Property, and a lift station with a backup power supply in conjunction with its force main and gravity sewer, all as depicted on the Zylstra PUD Preliminary Plan (Exhibit K). A connection shall be made to an existing sanitary sewer, which conveys flows to the West Side Treatment Facility. The aforementioned improvements shall be designed and constructed in accordance with the CITY's ordinances and engineering and construction standards to be specified by the City Engineer, and shall be approved by the Illinois Environmental Protection Agency and/or any other agency having jurisdiction thereof. ZYLSTRA shall pay all relevant connection fees related to the West Side Facility, and all user and other fees and expenses of general applicability, which are in force and effect at the time of connection on a basis equal to that imposed by other similar users in the City. The CITY shall accept the dedication of such improvements. ZYLSTRA shall provide an easement across the Zylstra Property for access by the CITY from public streets to the lift station for maintenance. FAIR shall provide ZYLSTRA and CITY an easement or easements to construct and maintain a force main and/or gravity sanitary sewer across the Remaining Fair Property, as generally depicted on Exhibit K.

C. Water Supply

CITY agrees that ZYLSTRA may connect to and extend the existing municipal water distribution system which adjoins the Zylstra Property, and acknowledges that the Zylstra Property will be served by two sources of supply from the municipal water distribution system, including a 16 inch main along Main Street and a 12 inch main along Randall Road. ZYLSTRA shall provide a looped water distribution system to serve the Zylstra Property that meets the flow and reliability requirements of the CITY. The CITY shall accept the dedication of such improvements. Connections to the water distribution system as extended onto the Zylstra

Property shall be permitted upon payment of the CITY's normal connection fees in force and effect at the time of connection, on a basis equivalent to that imposed on other similar users in the CITY.

D. Electric Utility

ZYLSTRA and FAIR hereby agree to comply with the CITY's electric utility ordinances of general applicability in effect as of the date of application for service and hereby waives all causes of action against the CITY, its officials, officers and employees and agents, and the City of St. Charles Electric Utility, its officials, officers, employees, and agents challenging the validity of Sections 13.08.010 through 13.08.150 of the St. Charles Municipal Code currently in effect. The FAIR and ZYLSTRA shall not request electric service from any electric utility other than the City of St. Charles Electric Utility, unless the CITY shall determine, by resolution of the City Council, that it is unable to provide electric service to the Remaining Fair Property or the Zylstra Property. City shall accept the dedication of such improvements, subject to a one year warranty after completion, inspection and certification by City Electric Utility staff to be in full compliance with City electric specifications and standards, in the event they are constructed by FAIR or ZYLSTRA.

E. Stormwater Management Facilities

ZYLSTRA and FAIR shall construct and maintain onsite stormwater detention facilities in accordance with the provisions of the St. Charles Municipal Code, to serve the entire Zylstra Property and Remaining Fair Property, as the case may be. At the time of Final Plat, ZYLSTRA shall grant to the CITY an easement over all stormwater drainage facilities constructed within the Zylstra Property. At the time of issuance of a stormwater permit, FAIR shall grant to the CITY an easement over all stormwater drainage facilities constructed within the Remaining Fair Property. The terms of all such easements shall provide that the grantor, its successors and assigns, shall be responsible for the maintenance of these facilities and that, in the event they shall, in the reasonable judgment of the City, fail to do so, the City shall be authorized to go upon the Zylstra Property or the Remaining Fair Property, as the case may be, for the purpose of correcting any deficiencies or otherwise maintaining any such facilities and perform such work. The City shall have the right to bill the FAIR or ZYLSTRA, as the case may be, for the reasonable cost of such work together with an additional reasonable amount necessary to compensate the City for undertaking and managing said work. The form of easement shall also



provide that if future development requires the relocation of the detention facilities, the City will vacate said easements on the condition that replacement easements containing the same requirements and provisions as set forth herein are granted to the City for any such replacement or relocated stormwater management facilities.

F. Soil Erosion Control

Upon five days' notice to ZYLSTRA or the FAIR, the CITY shall have the right to stop any construction of Land Improvements, buildings and other structures if the City Engineer determines that the soil erosion control measures required by Title 18 of the St. Charles Municipal Code as shown on the approved erosion control plan and as field modified are not being adequately maintained; provided, however, that if the City Engineer determines that an emergency exists and that immediate action is necessary, the five day notice shall not be required. ZYLSTRA and the FAIR agree that a stop work order may be issued on such grounds against the owner of the property on which the violation occurs and will not be lifted until all violations are corrected. ZYLSTRA and the FAIR agree that each 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 such grounds, unless the stop work order was improperly issued as determined by a court of competent jurisdiction.

G. Maintenance of Private Facilities

ZYLSTRA and the FAIR agree to repair and maintain all 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 of the conveyance or assignment of all or part of the Zylstra Property or Remaining Fair Property, the record title holders shall be responsible for such repair and maintenance as contemplated in this paragraph. From time to time, ZYLSTRA and the FAIR may dedicate such water, storm and sanitary sewers, mains, lines, lift stations and facilities, sidewalks and pedestrian ways, streets, roads, curbs, gutters, fire hydrants and street lights to the CITY after the same have been completed in accordance with the CITY's design and construction standards for subdivisions and the CITY shall accept such dedications.

H. Financial Guarantees

ZYLSTRA and FAIR shall each submit to the CITY a financial performance guarantee in the form of a letter of credit conforming to the provisions of Title 16 of the St. Charles Municipal Code to guarantee completion of Land Improvements, mass grading and erosion control

installation, stormwater detention, and any other improvements required herein in connection with the approval of a Final Plat for their respective properties. Upon completion of the improvements guaranteed by the financial performance guarantee, it shall be released and a maintenance guarantee shall be provided, to guarantee maintenance of the improvements for a period of one (1) year after CITY's acceptance.

## ARTICLE VII

### REIMBURSEMENT AGREEMENTS

The Miller Property is subject only to the Reimbursement Agreements recorded as document no. 2001K025823, document no. 2001K025824, and document no. 97K051485. Attached hereto and incorporated herein as Exhibit Q is a statement setting forth ZYLSTRA's obligations for recapture of facility costs for sanitary sewer as of the date of this AGREEMENT and in relation to the improvements contemplated for the Zylstra Property. ZYLSTRA agrees to pay to the City, for the benefit of the parties reflected on Exhibit Q, the recapture fees specified therein in full satisfaction of ZYLSTRA's obligations under the Reimbursement Agreement recorded as Document 2001K025823. Development of the Zylstra Property does not trigger any reimbursement for stormwater facilities.

Attached hereto and incorporated herein as Exhibit Q is a statement setting forth FAIR's obligations for recapture of facility costs for sanitary sewer, stormwater drainage, and water main, as of the date of this AGREEMENT. The FAIR agrees to pay to the CITY, for the benefit of the parties reflected on Exhibit Q, the recapture fees specified therein. Payment by FAIR of the recapture fees in connection with the development of the Parking Area located on the Remaining Fair Property may be based on the acreage of the Parking Area as a percentage of the total acreage of the Remaining Fair Property, and shall be due prior to issuance of a stormwater permit for construction of the Parking Area. Development of the Parking Area does not trigger any reimbursement for sanitary or water main facilities.

ZYLSTRA and FAIR shall pay all reimbursement fees to the CITY, in the amount and at the time as required in the Reimbursement Agreements recorded as document no. 2001K025823, document no. 2001K025824, and document no. 97K051485.

ARTICLE VIII

ROAD IMPROVEMENTS AND ACCESS

A. Oak Street Extension

ZYLSTRA shall dedicate a portion of the Zylstra Property for the Oak Street right-of-way as generally depicted on the Zylstra PUD Preliminary Plan (Exhibit K), with the initial Final Plat for the Zylstra Property. At no cost to ZYLSTRA (except for reimbursement of the CITY's costs of preparing, reviewing and recording a plat of dedication), the CITY shall dedicate a portion of property it owns, as depicted and legally described on Exhibit L attached hereto and incorporated herein, for the Oak Street right-of-way. The plat of dedication shall be recorded within 30 days of recording of the initial Final Plat for the Zylstra Property. CITY and FAIR have previously entered into a Loan Agreement with respect to the property described in Exhibit L, as well as other property. Pursuant to the Loan Agreement, the FAIR holds a mortgage on the property described in Exhibit L. Contemporaneously with the recording of the plat of dedication, the FAIR agrees to release its mortgage on the property legally described on Exhibit L. Notwithstanding any contrary provision contained in the Loan Agreement, the CITY shall convey to the FAIR the property which is located south of the southerly right-of-way line of the property to be dedicated for the Oak Street Extension as depicted on Exhibit L. The FAIR, upon the CITY's conveyance, shall provide the CITY with a properly authorized letter reflecting that the outstanding principal indebtedness secured by the aforesaid mortgage shall be reduced by the amount of \$1,050,000. The CITY shall pay the balance of the loan secured by the aforesaid mortgage in accordance with the terms of the Loan Agreement.

CITY agrees to sell ZYLSTRA a portion of the CITY's property located north of the north right-of-way line of the Oak Street extension for the purpose of permitting to be constructed thereon a shopping center identification sign. The CITY shall permit ZYLSTRA to erect one shopping center identification sign having up to 225 square feet (per side) of sign face. The property to be conveyed shall be of sufficient size and dimension to permit the construction and maintenance of the shopping center identification sign and shall be located at an appropriate distance from the right-of-way lines of Randall Road and Oak Street so as to comply with all applicable laws, rules, regulations and standards. The sale of this property shall be conducted in a manner consistent with State statutory requirements for sale of CITY owned property.

Notwithstanding any contrary provision contained in paragraph 7 of the Loan Agreement

or any contrary provision(s) contained in any other agreement entered into between some of the PARTIES and the Farm Bureau, CITY, ZYLSTRA and FAIR agree that the use of the shopping center identification sign shall be shared by ZYLSTRA and the FAIR upon some mutually acceptable basis to be arrived at between them. In so doing, ZYLSTRA shall make provision for a panel on said sign sufficient to satisfy its obligations to the Farm Bureau. The PARTIES acknowledge that the zoning of the CITY owned property does not currently permit such a sign, and CITY agrees to initiate rezoning and/or special use applications within 60 days of the date hereof, and to conduct public hearings and approve the necessary ordinances to permit a shopping center identification sign as herein specified and as generally depicted in Exhibit K. ZYSTRA shall reimburse CITY for all direct costs of any rezoning and/or special use applications.

As part of the required Land Improvements for the initial phase of development, ZYLSTRA shall construct the "Oak Street Extension" west from Randall Road to the westerly line of the Zylstra Property as depicted on Exhibit K. The Oak Street Extension shall consist of all improvements, and shall be designed to conform to all requirements of the St. Charles Municipal Code for residential collector streets, or shall be based on projected traffic volumes and customary engineering standards, whichever standard or requirement is more stringent. In addition, Randall Road access to the Oak Street Extension shall be designed to meet the requirements of all other agencies having jurisdiction including, but not limited to, KDOT.

B. Grant of Construction Easement

If the Plat of Dedication heretofore incorporated herein as Exhibit L has not been approved and recorded prior to ZYLSTRA's commencement of construction, the CITY shall grant to Zylstra a temporary easement over, under, across, and onto that portion of the right-of-way for the Oak Street Extension depicted upon Exhibit L for the construction of roadway and related public improvements. Said easement shall be reflected on a form of easement reasonably acceptable to the PARTIES containing provisions customary to the purpose of the easement and shall be granted at no cost to ZYLSTRA.

C. Future Oak Street Extension

As a condition of the development of the Remaining Fair Property, the FAIR shall dedicate and improve the "Future Oak Street Extension" as a continuous roadway between the Oak Street Extension to be constructed by ZYLSTRA pursuant to Article VIII, Section A and

that part of Oak Street that intersects with Illinois State Route 64, as provided in this Article VIII, Section C. The Future Oak Street Extension shall consist of an 80 ft. wide right of way and shall further consist of all improvements, and shall be designed to conform with all requirements, of the St. Charles Municipal Code for residential collector streets, or shall be based on projected traffic volumes and customary engineering standards, whichever standard or requirement is more stringent. For purposes of this Section C, the term “development of the Remaining Fair Property” shall not include construction of unpaved or paved parking and access facilities by the FAIR, or construction of paved access drives in connection with the development of the Zylstra Property. The FAIR shall dedicate and improve the Future Oak Street Extension upon the initiation of the first to occur of the following events:

1. Any development of the Remaining Fair Property cumulatively exceeding one acre which is located northerly of a straight line extended from the centerline of the easterly terminus of Pleasant Plains Drive to the centerline of the westerly terminus of the Oak Street Extension (depicted as Area A on Exhibit N attached hereto and incorporated herein).
2. The sale or lease to, and development by, any entity other than the FAIR, of land cumulatively exceeding one acre in area, within that part of the Remaining Fair Property located southerly of a straight line extended from the centerline of the easterly terminus of Pleasant Plains Drive to the centerline of the westerly terminus of the Oak Street Extension and northerly of a straight line parallel to and 500 feet northerly of Illinois Route 38 (depicted as Area B on Exhibit N).
3. Construction of the Route 38 Connection, as described in Section D, paragraph 2 of this Article VIII.

D. Future Illinois Route 38 Curb Cuts and Road Connections

1. Unless otherwise mutually agreed by the FAIR and the CITY, at the time of submittal of a PUD or Subdivision Preliminary Plan for that part of the Remaining Fair Property within 500 feet of Illinois Route 38 depicted as Area C on Exhibit N, the FAIR shall designate the location of one proposed access to Illinois Route 38 within Area C. Unless otherwise mutually agreed by the FAIR and the CITY, at the time of submittal of a PUD or Subdivision Preliminary Plan for that part of the Remaining Fair Property within 500 feet of Illinois Route 38 depicted

as Area D on Exhibit N, the FAIR shall designate the location of one proposed access to Illinois Route 38 within Area D. Each proposed access location shall also include a "Corridor" measuring 80 feet in width adjoining and parallel to the Illinois Route 38 right of way and 500 feet in length in a north-south direction. The location and alignment of each access to Route 38 and the related Corridor shall be subject to the reasonable approval of the CITY and IDOT. Any Final Plat for development within Area C shall provide for the reservation of its Corridor from development or uses that would be incompatible with future use as a public collector street, at no cost to the CITY, and shall either a) provide for future dedication as a public collector street or b) dedicate and improve the Corridor to residential collector street standards designed in conformance with the applicable provisions of the St. Charles Municipal Code or designed based on projected traffic volumes and customary engineering standards, whichever standard or requirement is more stringent. Any Final Plat for development within Area D shall reserve its Corridor from development or uses that would be incompatible with future use as a public collector street and either a) provide for future dedication as a public collector street, at no cost to the CITY, or b) dedicate and improve the Corridor to residential collector street standards designed in conformance with the applicable provisions of the St. Charles Municipal Code or designed based on projected traffic volumes and customary engineering standards, whichever standard or requirement is more stringent.

2. Development by any entity other than the FAIR cumulatively exceeding one (1) acre within the Remaining Fair Property southerly of a straight line extended from the centerline of the easterly terminus of Pleasant Plains Drive to the centerline of the westerly terminus of the Oak Street Extension and northerly of a straight line parallel to and 500 feet northerly of Illinois Route 38, (all as depicted as Area B on Exhibit N) shall require the dedication and improvement of a public collector street connecting Illinois Route 38 with Oak Street. (the "Route 38 Connection"). The Route 38 Connection shall consist of all improvements, and shall be designed to conform with all requirements, of the St. Charles Municipal Code for residential collector streets, or shall be based on projected traffic volumes and

customary engineering standards, whichever standard or requirement is more stringent.

3. CITY acknowledges that in the event the FAIR develops a convention center, exposition center, or other uses owned and operated by the FAIR on the Remaining Fair Property (which uses are not permitted under the zoning contemplated in this AGREEMENT), road connections between Illinois Route 38, Illinois Route 64, and Oak Street may be provided through a series of internal private roads and parking fields which may be closed when the FAIR's property is not in use. Upon any development of the Remaining Fair Property for uses owned and operated by FAIR (not including the parking depicted in Exhibit J), FAIR shall provide paved internal circulation roads that allow direct or indirect access to and between Route 64, Route 38, and Randall Road for its patrons, during its hours of operation.

E. Improvements – Randall and Oak Street Intersection

ZYLSTRA shall be responsible for the cost of installing traffic signals at the intersection of Oak Street Extension and Randall Road. The CITY agrees to support any provisional warrants necessary to approve traffic signals at the intersection of Oak Street Extension and Randall Road.

With ZYLSTRA's knowledge and at ZYLSTRA's request, the CITY has entered into an intergovernmental agreement with Kane County regarding improvements and access to Randall Road (the "IGA"). Kane County has required the CITY to enter into the IGA for the purpose of providing ZYLSTRA and FAIR with necessary access to the Zylstra Property and the Remaining Fair Property. The IGA requires that the CITY make a contribution to Kane County for improvements to Randall Road. The contribution is to consist of \$1,200,000, minus certain credits as specified in the IGA (the "KDOT Contribution"). Kane County has determined this contribution to be an appropriate allocation of the costs it has incurred, or will incur, to improve Randall Road so as to facilitate access to the Zylstra Property. ZYLSTRA agrees to satisfy the KDOT Contribution on behalf of the CITY as hereinafter provided. ZYLSTRA shall collateralize its obligation to satisfy the KDOT Contribution by providing the CITY with a letter of credit in the amount of \$1,200,000 (the "Letter of Credit II"). The Letter of Credit II shall name the CITY as the beneficiary thereof and shall be issued by a reputable

banking institution authorized to transact business within the State of Illinois containing terms sufficient to secure ZYLSTRA's obligation to satisfy or otherwise perform the KDOT Contribution as herein set forth, and shall otherwise conform with the CITY's requirements for letters of credit. The Letter of Credit II shall be posted with the CITY prior to the recording of the first Final Plat within the Zylstra Property. The Letter of Credit II shall be for an initial term of one year and shall further provide that it will not expire without at least 90 days prior written notice to the CITY from the issuing bank. ZYLSTRA shall be obligated to cause the Letter of Credit II to be renewed, extended or replaced such that, at all times, the CITY's obligation to the County under the IGA shall be fully collateralized. Any such renewal, extension or replacement shall be for a term of not less than one year and shall be in an amount which, in the opinion of the City Engineer, shall be sufficient to fully collateralize the CITY's remaining obligations under the IGA. A reduction in the amount of ZYLSTRA's Letter of Credit II shall be authorized by the CITY as follows:

1. A \$350,000 reduction in the amount of the Letter of Credit II shall be authorized if the "Service Road" depicted in Exhibit K has been constructed and is available for the use of the general public to travel between Route 64 and Randall Road across the Zylstra Property by May 1, 2006 or such later date as may be authorized by the CITY in its sole and exclusive discretion. Satisfaction of this condition requires that Kane County concur that the Service Road has met the provisions of the IGA and that the specified reduction of the KDOT Contribution is approved. The CITY shall also authorize a reduction in the amount of the Letter of Credit II by an amount equal to the cost of other work required under the terms of the IGA and completed by ZYLSTRA to the extent that Kane County shall, in writing, certify the completion of such work and authorize a specific reduction of the KDOT Contribution.
2. The CITY shall authorize a reduction in the amount of the Letter of Credit II if and to the extent that ZYLSTRA shall post with Kane County a third letter of credit ("County Letter of Credit") to guarantee completion of the design, engineering and construction of intersection improvements at Oak Street and Randall Road to be performed pursuant to a permit issued by Kane County (the "Developer's Randall Road Improvements"). The authorization of the reduction



of Letter of Credit II is further expressly conditioned upon ZYLSTRA first securing, on behalf of the CITY, written verification from Kane County that the CITY's obligation to make the KDOT Contribution has been reduced by the amount of the County Letter of Credit ZYLSTRA has posted with Kane County.

3. The CITY will release the Letter of Credit II if ZYLSTRA pays the KDOT Contribution to the CITY in an amount equal to \$1,200,000 less the amount of any credit allowed by Kane County as documented by the County's written verification of the credit. The CITY shall then pay the KDOT Contribution, or such lesser sum as then constitutes the outstanding balance of the KDOT Contribution, to the County.

Should ZYLSTRA fail to construct and cause to be accepted by Kane County the Service Road, or the Developer's Randall Road Improvements, or both of these improvements, in conformance with subsection E. 1. and E. 2. hereof, or should ZYLSTRA fail to pay over to the CITY for payment to the County an amount of money equal to \$1,200,000 less the amount of any credit allowed by Kane County in consideration of the improvements identified in subsection E. 1. and E. 2. hereof, the CITY may draw upon the Letter of Credit II for the amount of money necessary to fully satisfy the CITY's obligation to pay the KDOT Contribution to the County.

F. Traffic Signal Improvements – Route 64 and Oak Street Intersection

The PARTIES acknowledge that warrants have been met for the installation of traffic signals at Illinois Route 64 and Oak Street. The CITY will cooperate to seek IDOT approval for installation of these signals. The PARTIES acknowledge that improvements to the Route 64 and Oak Street intersection (the "IL64/Oak Improvements") generally described in Exhibit M attached hereto and incorporated herein may be required by IDOT as a condition of the installation of traffic signals at Illinois Route 64 and Oak Street. The PARTIES agree that these improvements will facilitate the development of the Zylstra Property and the Remaining Fair Property, will provide a benefit to the other properties and the public beyond that derived by the Zylstra Property and the Remaining Fair Property, and will support future access needs for the development of other nearby property. In consideration of the foregoing, CITY, ZYLSTRA and FAIR agree to the following distribution of responsibilities and to use their best efforts to facilitate the construction of the IL64/Oak Improvements:

1. Installation of temporary signals including all soft and hard costs: 100% by

ZYLSTRA, provided that ZYLSTRA shall receive a credit for any funds received by CITY from the owners of the southeast or southwest corners of Oak Street and Route 64.

2. Permanent signals, construction only: 50% by ZYLSTRA.
3. Construction of roadway improvements (3-5 lane section): 50% by FAIR. Payment of the FAIR's share to CITY shall be required upon any development within the Remaining Fair Property cumulatively exceeding one acre which is located northerly of a straight line extended from the centerline of the easterly terminus of Pleasant Plains Drive to the centerline of the westerly terminus of the Oak Street Extension (depicted as Area A on Exhibit N attached hereto and incorporated herein).

G. Traffic Study Requirements for Remaining Fair Property

As a condition of development of the Remaining Fair Property, the CITY may require a traffic study conducted by a qualified professional engineer approved by the CITY. The traffic study shall consider the impact of development of the Remaining Fair Property upon the public street system, and in particular upon Randall Road, Illinois Route 64, and Illinois Route 38. The determination as to necessary road and intersection improvements shall be made by the CITY in accordance with CITY's codes, ordinances, rules and regulations and with IDOT or KDOT requirements, for improvements within their respective jurisdictions. If there is a conflict between the City's requirements and a requirement of IDOT or KDOT, the more stringent standard shall apply. The criteria to determine necessary road and intersection improvements shall include, but are not necessarily limited to, intersection level of service and warrants.

H. Cross Access Easements

There is a fuel station/convenience store located on property immediately adjacent to the Zylstra Property at the southwest corner of Illinois Route 64 and Randall Road (the "Service Station Property"). ZYLSTRA agrees to enter into a cross access easement agreement with the owner of the Service Station Property. The easement agreement shall provide the owner of the Service Station Property with the right to construct a cross access drive for mutual ingress and egress between the Zylstra Property and the Service Station Property. The terms of the easement agreement shall be subject to the reasonable approval of the City and shall provide reasonable ingress and egress for patrons of the Service Station Property to Route 64 and to Randall Road.

The exact location of the cross access easement shall be determined by ZYLSTRA subject to the CITY's reasonable approval. Zylstra shall not be required to provide cross access prior to the development of that part of the Zylstra property that directly adjoins the Service Station Property.

In the event the KANE COUNTY FARM BUREAU or its successors no longer has access from Randall Road over the Zylstra Property, ZYLSTRA agrees to enter into a cross access easement agreement with the KANE COUNTY FARM BUREAU or its successors to provide ingress and egress to the Oak Street Extension directly or indirectly through the Zylstra Property at a location to be determined by ZYLSTRA subject to the CITY's reasonable approval. ZYLSTRA and CITY acknowledge that they have entered into a Development Agreement with the Kane County Farm Bureau, with respect to ingress and egress, and other matters. ZYLSTRA agrees to grant an access easement for the benefit of Lot 1 of REA Division (Parcel #09-29-400-030) over the first north-south driveway within the Zylstra Property west of the Randall/Route 64 intersection (the "Access Drive"), as depicted on the Zylstra PUD Preliminary Plan (Exhibit K), upon ZYLSTRA being provided an agreement from the owner of Lot 1 of REA Division consenting to construction of the westerly curb return and related improvements for the Access Drive at Route 64 as depicted on Exhibit K. Such access easement shall provide reasonable right in ingress and right out egress at Route 64. The CITY shall not require Zylstra to construct access to connect Lot 1 of REA Division to the Access Drive.

## ARTICLE IX

### MISCELLANEOUS PROVISIONS

#### A. Restoration

ZYLSTRA and FAIR shall each repair and replace, in accordance with their original sizes, standards and topography, in a manner satisfactory to the CITY, all CITY property damaged or disturbed by reason of its work in connection with the development of the Zylstra Property or the Remaining Fair Property, respectively.

#### B. Requirements of Other Jurisdictions

The Parties acknowledge that the CITY's authority to enter into this AGREEMENT, or to perform the terms thereof, is subject to supervening legal authority of other governmental bodies or agencies. The CITY shall not be liable, nor shall it be deemed a violation of the terms of this

AGREEMENT, should the CITY's performance of any term or condition hereof be rendered impossible or unlawful by virtue of the actions or jurisdiction of any such other governmental body or agency which may exercise such supervening legal authority with respect to the Zylstra Property or the Remaining Fair Property.

C. Building Code

ZYLSTRA 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 ZYLSTRA makes application to the CITY for a building permit or permits in connection with the construction of buildings and structures on the Zylstra Property, whether or not any of such ordinances are amended after the date hereof.

D. Special Service Areas

ZYLSTRA, together with its successors and assigns, shall not object to the formation of and any amendments to one or more backup Special Service Areas, encompassing all or part of the Zylstra Property for the purpose of maintaining and repairing storm water storage and other drainage facilities, emergency access and walkway pavements, and any other public or quasi-public facilities. Such Special Service Area or Areas shall be of perpetual duration with a maximum rate of \$0.50 per \$100 of assessed valuation. Such Special Service Area or Areas may provide for maintenance by the CITY only in the event that storm water storage, other drainage facilities, emergency access and walking pavements are not adequately maintained by the ZYLSTRA or successors.

The FAIR, together with its successors and assigns, shall not object to the formation of and any amendments to one or more backup Special Service Areas, encompassing all or part of the Parking Area on the Remaining Fair Property for the purpose of maintaining and repairing storm water storage and other drainage facilities and emergency access and any other public or quasi-public facilities. In addition, the FAIR shall not object to the formation of and any amendments to one or more backup Special Service Areas encompassing all or part of the Remaining Fair Property for the purpose of maintaining and repairing storm water storage and other drainage facilities, emergency access and walkway pavements, and any other public or quasi-public facilities, provided such Special Service Areas are proposed in relation to the development all or part of the Remaining Fair Property. Such Special Service Area or Areas shall be of perpetual duration with a maximum rate of \$0.50 per \$100 of assessed valuation. Such

Special Service Area or Areas may provide for maintenance by the CITY only in the event that storm water storage, other drainage facilities, emergency access and walkway pavements are not adequately maintained by the FAIR or successors.

E. Reimbursement of Certain Costs

ZYLSTRA 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 AGREEMENT, including the drafting and negotiation hereof. Payment by ZYLSTRA to the CITY shall occur promptly after receipt by ZYLSTRA of invoices for such work. The FAIR shall be responsible for reimbursing CITY for such costs as they pertain to the Remaining Fair Property. The CITY shall timely bill each party for any fees.