AGENDA
CITY OF ST. CHARLES
PLANNING & DEVELOPMENT COMMITTEE
ALD. ED BESSNER – CHAIRMAN
MONDAY, JUNE 12, 2017 - 7:00 PM
CITY COUNCIL CHAMBERS
2 E. MAIN STREET

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **COMMUNITY & ECONOMIC DEVELOPMENT**

   a. Recommendation to approve and execute a Parking Deck Easement and Operating Agreement between the City of St. Charles and First Street Development II, LLC and MAC Partners, LLC.

   b. Plan Commission recommendation to approve a Special Use for PUD Amendment and PUD Preliminary Plan for Hillcroft Estates, 1147 Geneva Rd.

   c. Recommendation to approve a Final Plat of Subdivision for Prairie Winds of St. Charles PUD.

   d. Recommendation to approve a Private Recreation Area and Facilities Agreement for Prairie Winds of St. Charles PUD.

   e. Recommendation to approve changes to the Plan Commission residency requirements.

4. **ADDITIONAL BUSINESS**

5. **EXECUTIVE SESSION**
   - Personnel –5 ILCS 120/2(c)(1)
   - Pending Litigation – 5 ILCS 120/2(c)(11)
   - Probable or Imminent Litigation – 5 ILCS 120/2(c)(11)
   - Property Acquisition – 5 ILCS 120/2(c)(5)
   - Collective Bargaining – 5 ILCS 120/2(c)(2)
   - Review of Executive Session Minutes – 5 ILCS 120/2(c)(21)

6. **ADDITIONAL ITEMS FROM MAYOR, COUNCIL, STAFF OR CITIZENS.**

7. **ADJOURNMENT**

ADA Compliance

Any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the ADA Coordinator, Jennifer McMahon, at least 48 hours in advance of the scheduled meeting. The ADA Coordinator can be reached in person at 2 East Main Street, St. Charles, IL, via telephone at (630) 377 4446 or 800 526 0844 (TDD), or via e-mail at jmcmahon@stcharlesil.gov. Every effort will be made to allow for meeting participation. Notices of this meeting were posted consistent with the requirements of 5 ILCS 120/1 et seq. (Open Meetings Act).

ST. CHARLES SINCE 1834	**AGENDA ITEM EXECUTIVE SUMMARY**		Agenda Item number: 3a.
	Title:	Recommendation to Approve and Execute a Parking Deck Easement and Operating Agreement between the City of St. Charles and First Street Development II, LLC and MAC Partners, LLC.	
	Presenter:	Chris Bong, P.E.	
Meeting: Planning & Development Committee		Date: June 12, 2017	
Proposed Cost: $0	Budgeted Amount: $		Not Budgeted: ☒

Executive Summary (*if not budgeted please explain*):

A parking deck easement and operating agreement between the City of St. Charles and the owners of the First Street Development Lot 1/Building #1 (First Street Development II, LLC, and MAC Partners, LLC,) of the First Street Redevelopment Project is being presented to the Planning and Development Committee for consideration.

The City previously granted an access easement for vehicular and pedestrian ingress/egress purposes to the owners of the lots surrounding the parking deck on October 4, 2016. The agreement now currently before the committee focuses on operations and maintenance between the Parking Deck and Building #1.

Each of these two structures will depend upon the other, to some extent, for utility services and other facilities. This agreement describes the necessary easements and the required operation and maintenance necessary to ensure the efficient operation of both structures. Some topics covered in the agreement include:

- Granting the City access to the Building #1 control room for streetscape irrigation controls.
- Granting Building #1 owners access to their utility services that pass through the parking deck area.

A team of City staff from Community Development, Public Works, Fire Department, Police Department as well as the City Attorney have reviewed this document and have found that it addresses all pertinent matters.

Attachments (*please list*):
Resolution and Parking Deck Easement and Operating Agreement

Recommendation/Suggested Action (*briefly explain*):
Staff recommends approval and execution of the Parking Deck Easement and Operating Agreement between the City of St. Charles and First Street Development II, LLC and MAC Partners, LLC.

City of St. Charles, Illinois
Resolution No. _____

A Resolution Authorizing the Mayor and City Clerk of the City of St. Charles to Execute a Parking Deck Easement and Operating Agreement between the City of St. Charles and First Street Development II, LLC and MAC Partners, LLC.

Presented & Passed by the City Council on June 19, 2017

BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Mayor and City Clerk be and the same are hereby authorized to execute a Parking Deck Easement and Operating Agreement between the City of St. Charles and First Street Development II, LLC and MAC Partners, LLC.

PRESENTED to the City Council of the City of St. Charles, Illinois, this 19th day of June, 2017

PASSED by the City Council of the City of St. Charles, Illinois, this 19th day of June, 2017

APPROVED by the Mayor of the City of St. Charles, Illinois, this 19th day of June, 2017

_____
Raymond P. Rogina, Mayor

ATTEST:

_____
City Clerk

COUNCIL VOTE:
Ayes:
Nays:
Absent:
Abstain:

PARKING DECK EASEMENT AND OPERATING AGREEMENT

This Parking Deck Maintenance and License Agreement (hereinafter the "Agreement") is made and entered into as of this ____ day of _____, 2017, by and between the City of St. Charles, an Illinois municipal Corporation, Kane and DuPage Counties, Illinois (hereinafter "City"), and First Street Development II, LLC, an Illinois limited liability company and MAC Partners, LLC, an Illinois limited liability company (hereinafter sometimes collectively referred to as "Lot Owners"). The City and the Lot Owners are sometimes hereinafter collectively referred to as the Parties ("Parties") or individually as the Party ("Party");

WITNESSETH

WHEREAS, The City and First Street Development II, LLC are parties to a certain City of St. Charles Central Downtown Tax Increment Financing Redevelopment Agreement (First Street Project), dated the 5th day of March, 2015 (the "RDA") as amended by the First Amendment to City Of St. Charles Tax Increment Financing Redevelopment Agreement dated September 6, 2016. Unless otherwise defined to the contrary, all defined terms in this Agreement shall have the same definition and meaning as provided for in the RDA.

WHEREAS, pursuant to Section 4.4 of the RDA, the City has constructed, as part of and in conjunction with the development of Phase I, a Public Deck on the City Deck Property, legally described on Exhibit A, attached hereto and made a part hereof.

WHEREAS, Lot Owners have constructed a mixed use commercial and office building (the "Building") on Lot 1 legally described on Exhibit B (the "Lot Owners Property").

WHEREAS, neither the Public Deck nor the building on Lot 1 is or will be functionally independent of each other, and each will depend upon the other, to some extent, for structural support, enclosure, ingress and egress, utility services and certain other Facilities and components necessary for the operation and use of the Public Deck, the streetscape and Building on Lots 1. The City Deck Property and Lot 1 are collectively sometimes referred to herein as the Property

WHEREAS, The Parties desire by this Agreement to provide for the efficient operation of Property and to assure the harmonious relationship among the owners of the Public Deck and the Building to protect the respective values of each such estate and interest in the Property, by creating (1) certain easements, covenants and restrictions against and affecting the City Deck Property which will be binding upon the owners from time to time of the City Deck Property , or of any portion thereof or interest or estate therein, and which will inure to the benefit of the owners from time to time of Lot 1 or of any portion(s) thereof or interest or estate therein, and (2) certain easements, covenants and restrictions against and affecting Lot 1 which will be binding upon the owners from time to time of the Lot 1 or of any portion thereof or interest or estate therein, and which will inure to the benefit of the owners from time to time of the City Deck Property or of any portion thereof or interest or estate therein.

NOW, THEREFORE, in consideration of the foregoing premises and of the covenants and conditions hereinafter contained, the adequacy and sufficiency of which the Parties hereto hereby stipulate, the Parties hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.1 **Definitions**. Whenever used in this Agreement, the following terms shall have the respective meanings specified below:

EASEMENTS. A collective reference to any and all easements provided for, declared, granted, reserved or created pursuant to the terms and provisions of this Agreement.

EMERGENCY SITUATION. A situation impairing or imminently likely to impair structural support of any Improvements or causing or imminently likely to cause bodily injury to persons or substantial physical damage to any Building or the Public Deck or any property in, on, under, within, upon or about the Property or substantial economic loss to an owner. An emergency situation includes weather related emergencies (i.e., snow, ice, flooding, etc.) that require entrances to the upper and lower deck to be closed for maintenance and/or snow removal. The duration of an Emergency Situation shall be deemed to include the time reasonably necessary to remedy the Emergency Situation

FACILITIES. Facilities shall include, but are not limited to, refuse and trash enclosures areas and receptacles, electric and water meters, irrigation control system, junctions and power lines for irrigation control system, electric utility equipment, AT&T or Comcast connections, mechanicals including air conditioning units, cabinets, cables, coils, computers, conduits, controls, control centers, devices, ducts, equipment, fans, fixtures, generators, hangers, indicators, junctions, lines, machines, lift station, motors, outlets, panels, pipes, pumps, triple basins, systems, tanks, transformers, valves, wiring, and the like used in providing services from time to time in any part of the Property, including, without limitation, air conditioning, alarm, antenna, circulation, cleaning, communication, cooling, electric, exhaust, heating, internet, lightning protection, natural gas, plumbing, radio, recording, sanitary, security, sensing, telephone, television, transportation, ventilation and water service, and any replacements of such items. Attached hereto and incorporated herein as Exhibits C and D are diagrams depicting the facilities on both the public deck and Lot 1.

MAINTENANCE or MAINTAIN. Operation, maintenance, repair, reconditioning, refurbishing, reconfiguration, inspection, testing, monitoring, cleaning and sanitizing (including debris removal), snow removal, painting, installation, reconstruction, restoration and replacement when necessary or desirable of the Building, Public \Deck or Facilities and which includes the right of access to and the right to remove from the Building or the Public Deck portions of such Facilities for any of these purposes, subject, however, to any limitations set forth elsewhere in this Agreement.

OWNER(S). The Lot Owners, their successors in interest and the City, or either of them.

PARCEL(S). A vertically subdivided Lot or Lots compromising the Building and the Public Deck, or either of them.

PROJECT SITE. A collective reference to the Building and the Public Deck.

STRUCTURAL SUPPORTS. All construction elements (including, without limitation, structural members, footings or foundations, slabs, caissons, columns, beams, braces and trusses and other supporting components), if any, which are load bearing or which are necessary for the structural integrity of any portion of the Public Deck or Buildings.

ARTICLE 2
EASEMENTS APPURTENANT TO THE CITY DECK PROPERTY

In General. For the purposes of this Article 2, the following shall apply:

The Lot Owners are the grantors of the Easements described in this Article 2. The grants of Easements in this Article 2 shall bind and be enforceable against the Lot Owners and their successors and assigns.

The City is the grantee of the Easements described in this Article 2. The Easements shall benefit the City, and its respective successors and assigns.

(A) The grant of an Easement by the Lot Owners shall bind and burden Lot 1 which shall, for the purpose of this Article 2, be deemed to be the servient tenement. Where only a portion of Lot 1 is bound and burdened by the Easement, only that portion shall be deemed to be the servient tenement.

(B) The grant of an Easement to the City is appurtenant to and shall benefit the City Deck Property, which shall, for the purpose of this Article 2, be deemed to be the dominant tenement. Where only a portion of the City Deck Property is so benefited, only that portion shall be deemed to be the dominant estate. No property other than the City Deck Property as it may exist from time to time shall constitute part of the dominant tenement.

(C) Unless otherwise expressly provided in this Agreement, all Easements granted are irrevocable and perpetual in nature during the term and pursuant to the provisions of this Agreement.

(D) In exercising an Easement granted under this Article 2, the City shall minimize the impact of its exercise on the Lot Owners taking into consideration the economic impact of any disruption on the Lot Owners.

(E) The Lot Owners may, (1) in connection with the Maintenance of the Building, or (2) in an Emergency Situation, or (3) if necessary under applicable Law to prevent a dedication of, or an accruing of rights by, the public in and to the use of any of the Building (other than as granted herein), temporarily prevent, close off or restrict the flow of vehicular and pedestrian ingress, egress or use in, over, on, across and through any of the Easements, but only to the minimal extent and for the shortest period of time reasonably necessary under the circumstances in order to minimize the effect on the use of such Easement. The Lot Owners may, from time to time, impose reasonable security controls consistent with the operation by such owner of such owner's Building and of its business in such Building and any security system for the Building or any portion of a Building. In imposing limitations or controls, Lot Owner shall take into consideration the reasonable needs and requirements of the user of the Easement as well as the imposing Lot Owners' own needs and requirements. The City shall at all times strictly observe all requirements of a Lot Owners relating to the security of and access to the Lot Owners' Building.

(F) Any Easement granted under this Agreement shall in all events be subject to the concurrent use by the Lot Owners of the servient estate to the extent reasonably necessary for Maintenance of the property of the Lot Owners of the servient estate and for other uses which do not unreasonably interfere with the exercise of the Easement granted.

2.1 Structural Support. The Lot Owners hereby grant to the City a non-exclusive easement in all Structural Supports, if any, located in or constituting a part of Lot 1 for the support of the Public Deck to which the City is granted an Easement.

2.2 Use of Facilities. The Lot Owners hereby grant to the City a non-exclusive Easement to install and maintain Facilities over, on, across and through the lower level and control room of the Building, to the extent necessary to permit the, Maintenance, restoration or reconstruction of Facilities as required or

permitted pursuant to this Agreement, for their intended purposes of servicing the Public Deck, the streetscape or the Building and which services are necessary to the operation of the Public Deck, the streetscape and the Building provided, however that any scaffolding or similar structures or temporary obstructions shall be on a temporary basis.

2.3 Ingress and Egress. The Lot Owners hereby grant to the City a non-exclusive easement for ingress and egress only for persons, material and equipment in, over, on, across and through such portions of the Building including as are, and only to the extent, reasonably necessary to permit the Maintenance of any Facilities located in the Building which provide or are necessary to provide the Public Deck, the streetscape or the Building with any utilities or other services necessary to the operation of the Public Deck, the streetscape or the Building.

2.4 Blanket Utility and Access. A Blanket Utility and Access Easement was reserved and granted to the City over Lots 1, 2, 3 and 4 (Exclusive of buildings not including the open corridor through building 3) and as drawn on the plat of Resubdivision recorded as Document 2016 K 053789 on October 4, 2016 with the Kane County Recorder of Deeds (the "Plat"), for utility purposes, including the right to install, lay, maintain, repair, and replace electrical conduits, wires and equipment, water mains and pipes, sewer lines, gas mains, wires and equipment, cables for transmission of telephone, television or other electrically transmitted information, sprinkler lines and pumps within the areas therefore as shown on the Plat which are designed and intended to serve the Building and the Public Deck. The Lot Owners hereby grant to the City an addition to the aforesaid Blanket Utility and Access Easement in, over, on, across and through ten (10) foot wide strip of land on Lot 1 immediately adjacent to and extending along the entire east side of the Building for the purpose of maintenance as provided for in this Agreement.

ARTICLE 3
EASEMENTS APPURTENANT TO THE LOT OWNERS PROPERTY

In General. For the purposes of this Article 3, the following shall apply:

The City is the grantor of the Easements described in this Article 3. The grants of Easements in this Article 3 shall bind and be enforceable against the Lot Owners and their successors and assigns.

The Lot Owners are the grantees of the Easements described in this Article 3. The Easements shall benefit the City, and its respective successors, assigns.

(A) The grant of an Easement by the City shall bind and burden the City Deck Property which shall, for the purpose of this Article 3, be deemed to be the servient tenement. Where only a portion of the City Deck Property is bound and burdened by the Easement, only that portion shall be deemed to be the servient tenement.

(B) The grant of an Easement to the Lot Owners is appurtenant to and shall benefit Lot 1, which shall, for the purpose of this Article 3, be deemed to be the dominant tenement. Where only a portion of Lot 1 is so benefited, only that portion shall be deemed to be the dominant estate. No property other than Lot 1 as it may exist from time to time shall constitute part of the dominant tenement.

(C) Unless otherwise expressly provided in this Agreement, all Easements granted are irrevocable and perpetual in nature during the term and pursuant to the provisions of this Agreement.

(D) In exercising an Easement granted under this Article 3, the Lot Owners shall minimize the impact of its exercise on the City taking into consideration the economic impact of any disruption on the City

(E) The City may, (1) in connection with the Maintenance of the Public Deck, or (2) in an Emergency Situation, or (3) if necessary under applicable Law to prevent a dedication of, or an accruing of rights by, the public in and to the use of any of Public Deck (other than as granted herein), temporarily prevent, close off or restrict the flow of pedestrian ingress, egress or use in, over, on, across and through any of the Easements, but only to the minimal extent and for the shortest period of time reasonably necessary under the circumstances in order to minimize the effect on the use of such Easement. The City may, from time to time, impose reasonable security controls consistent with the operation by the City of the Public Deck and of its business in Public Deck and any security system for the Public Deck or any portion of the Public g Deck. In imposing limitations or controls, the City shall take into consideration the reasonable needs and requirements of the user of the Easement as well as the City's own needs and requirements. The Lot Owners shall at all times strictly observe all requirements of the City relating to the security of and access to the Public Parking Deck.

(F) Any Easement granted under this Agreement shall in all events be subject to the concurrent use by the City of the servient estate to the extent reasonably necessary for Maintenance of the property of the City of the servient estate and for other uses which do not unreasonably interfere with the exercise of the Easement granted.

3.1 **Structural Support**. The City hereby grants to the Lot Owners a non-exclusive easement in all Structural Supports, if any, located in or constituting a part of City Deck Property for the support of the Building with respect to which the Lot Owners are granted an Easement.

3.2 **Use of Facilities.** The City hereby grant to the Lot Owners a non-exclusive easement for the use for their intended purposes of all Facilities, located in the Public Deck and connected to Facilities located in the Building, for their intended purposes of servicing the Public Deck, the streetscape or the Building and which services are necessary to the operation of the Public Deck, the streetscape and the Building provided, however that any scaffolding or similar structures or temporary obstructions shall be on a temporary basis.

3.3 **Ingress and Egress**. The City hereby grants to the Lot Owners a non-exclusive easement for ingress and egress only for persons, material and equipment in, over, on, across and through such portions of the Public Deck including as are, and only to the extent, reasonably necessary to permit the Maintenance of any Facilities located in the Public Deck which provide or are necessary to provide the Building with any utilities or other services necessary to the operation of the Building.

3.4 **Underground Parking Garage Access Easement.** The City granted a perpetual, non-exclusive access easement for ingress/egress purposes, that runs with the land to the owners of Lot 1 , Lot 2 and Lot 3 or any part(s) thereof, in, upon, over and through the ingress and egress easement on Lot 4 and as drawn on the plat of Resubdivision recorded as Document 2016 K 053789 on October 4, 2016 with the Kane County Recorder of Deeds, for the purpose of pedestrian and vehicular access over and upon Lot 4, including but not limited to the lower and ground level of any structure ever located on Lot 4, to the underground parking areas located on Lot 1, Lot 2 and Lot 3(the "Underground Parking Garage

Access Easement"). The perpetual non-exclusive ingress/egress easement shall inure to the benefit of any Lot Owner's successors or assigns.

ARTICLE 4
MAINTENANCE AND REPAIR; DAMAGE TO FACILITIES

4.1 **Maintenance of City Facilities.** The City shall, at its sole cost and expense, Maintain and keep all Facilities servicing the Public Deck, the streetscape located in the Building in good and safe working order and condition, and shall make all repairs or replacements of, in, on, under, within, upon or about such property, whether such repairs or replacements are to the interior or exterior of such property, or structural and non-structural components of such property, or involve ordinary or extraordinary repairs or replacements, necessary to keep the same in safe first-class order and condition, howsoever the necessity or desirability thereof may arise, and whether or not necessitated by wear, tear, obsolescence, defects or otherwise. The City further agrees that it shall not suffer or commit, and shall use all reasonable precautions to prevent waste to such property.

4.2 **Maintenance of Lot Owner Facilities.** The Lot Owners shall, at their sole cost and expense, Maintain and keep all Facilities servicing the Building located in the Public Deck, including the grease interceptor, in good and safe working order and condition, and shall make all necessary repairs or replacements of, in, on, under, within, upon or about such property, whether such repairs or replacements are to the interior or exterior of such property, or structural and non-structural components of such property, or involve ordinary or extraordinary repairs or replacements, necessary to keep the same in safe first-class order and condition and free from water leakage, howsoever the necessity or desirability thereof may arise, and whether or not necessitated by wear, tear, obsolescence, defects or otherwise. The Lot Owners further agree that it shall not suffer or commit, and shall use all reasonable precautions to prevent waste to such property.

4.3 **Maintenance of Underground Parking Garage Access Easement.** The City shall, at their sole cost and expense, Maintain and keep the Underground Parking Garage Access Easement located on Lot 4 in good and safe order and condition, and shall make all repairs or replacements of, in, on, under, upon or about such Easement , whether such repairs are structural or non-structural components of such property, or involve ordinary or extraordinary repairs or replacements, necessary to keep the same in safe first-class order and condition, howsoever the necessity or desirability thereof may arise, and whether or not necessitated by wear, tear, obsolescence, defects or otherwise.

ARTICLE 5
INDEMNIFICATIONS

5.1 **Indemnity by Parties**. Each party (hereinafter in this Section 5.1 the "Indemnifying Party") covenants and agrees, at its sole cost and expense, to indemnify, defend and hold harmless the other Parties (hereinafter in this Section 5.1, collectively the "Indemnitee") from and against any and all claims, including any actions or proceedings, against the Indemnitee, for losses, liabilities, damages, judgments, costs and expenses by or on behalf of any person, firm, corporation or governmental authority, other than the Indemnitee, to the extent caused by the Indemnifying Party's, as well as the Indemnifying Party's employees', agents', licensees' and invitees' negligence or willful misconduct related to the use,

management , possession, Maintenance, exercise or enjoyment of an Easement or Facility, and from and against all costs, reasonable attorneys' fees, expenses and liabilities incurred with respect to any such claim, action or proceeding arising therefrom. In case any action or proceeding is brought against the Indemnitee by reason of any such claim, the Indemnifying Party, upon notice from the Indemnitee, covenants to defend such action or proceeding with attorneys reasonably satisfactory to the Indemnitee. Any counsel for the insurance company providing insurance against such claim, action or proceeding shall be presumed reasonably satisfactory to the Indemnitee.

ARTICLE 6
INSURANCE

6.1 Real and Personal Property. The City shall keep the Public Deck insured for no less than "all risk" coverage on real property and personal property owned by the City used in the operation of the Public Deck for an amount not less than ninety percent (90%) of the insurable replacement cost thereof. The Lot Owners shall keep the Building insured for no less than "all risk" coverage on real property and personal property owned by the Lot Owners used in the operation of the Building for an amount not less than ninety percent (90%) of the insurable replacement cost thereof. Replacement cost shall be determined annually by an independent appraiser or by a method acceptable to the insurance company providing such coverages. Such policies shall be endorsed with a replacement coverage endorsement and an agreed amount clause (waiving any applicable co-insurance clause) in accordance with such determination or appraisal.

6.2 Public Liability. The Lot Owners and the City shall each (1) insure against public liability claims and losses on a comprehensive or commercial general liability form of insurance with broad form coverage endorsements covering claims, for personal and bodily injury or property damage occurring in, on, under, within, upon or about the Project Site, or as a result of operations thereon (including contractual liability covering obligations created by this Agreement including, but not limited to, those indemnity obligations contained in this Agreement), and (2) maintain automobile liability insurance for owned, non-owned and hired vehicles, each coverage in such amounts as may be required by Law and as may from time to time be carried by prudent owners of first-class commercial or public parking garage buildings (as the case may be) in the western suburbs of the greater Chicago metropolitan area, but in all events for limits, as to the City and the Lot Owners and the Public Deck and the Building respectively, of not less than $1,000,000.00 for each occurrence and $2,000,000.00 aggregate for personal and bodily injury or property damage with an amount not less than $5,000,000.00 umbrella coverage. Each such policy shall be endorsed to provide cross-liability and severability of interests for the named insured.

6.3 Flood and Earthquake. The City and the Lot Owners, in addition to "all risk" property insurance required under Section 6.1, shall each insure the Public Deck and the Building respectively against earthquake and flood risks in an amount equal to the replacement cost thereof or such lesser amount as then may be reasonably available in the insurance market; both subject, however, to deductibles available and reasonable for such types of insurance.

6.4 Insurance Companies. Insurance policies required by Article 6 shall be purchased from reputable and financially responsible insurance companies: taking into consideration the nature and amount of insurance required, who shall hold a current Policyholder's Alphabetic and Financial Size Category Rating of not less than A/VII (or such lesser rating as the Owners and Mortgagees may agree)

according to Best's Insurance Reports or a substantially equivalent rating from a nationally-recognized insurance rating service.

6.5 Insurance Provisions. Each policy described in Article 6: (i) shall provide that the knowledge or acts or omissions of any insured party shall not invalidate the policy as against any other insured party or otherwise adversely affect the rights of any other insured party under any such policy; (ii) shall insure as "named" insureds the City and the Lot Owners (except that the Owners other than the primary insured shall be "additional" insureds under policies described in 6.2); (iii) shall provide (except for liability insurance described in Section 6.2 for which it is inapplicable) by endorsement or otherwise, that the insurance shall not be invalidated should any of the insureds under the policy waive in writing prior to a loss any or all rights of recovery against any party for loss occurring to the property insured under the policy, if such provisions or endorsements are available and provided that such waiver by the insureds does not invalidate the policy or diminish or impair the insured's ability to collect under the policy, or unreasonably increase the premiums for such policy unless the party to be benefited by such endorsement or provision pays such increase (iv) shall provide for a minimum of thirty (30) days' advance written notice of the cancellation, nonrenewal or material modification of such policy to Mortgagees and all insureds thereunder; (v) shall include a standard mortgagee endorsement or loss payable clause in favor of the Mortgagees reasonably satisfactory to them; and (vii) shall not include a co-insurance clause. Unless otherwise specified in this Agreement, the "all-risk" form of property-related insurance required to be procured and maintained by the Lot Owners and City shall provide no less coverage (with the exception of deductible amounts) than the standard form of insurance currently promulgated by the Insurance Services Office its successor, or other substantially similar insurance organization having responsibility for the design and publication of standardized insurance coverage forms for use by the insurance industry.

6.6 Limits of Liability. Insurance specified in this Article 6 or carried by the Owners shall be jointly reviewed by the Owners periodically at the request of any Owner, but no review will be required more often than annually (unless there is a substantial change in the Property or operations conducted in the Property), to determine if such limits, deductible amounts and types of insurance are reasonable and prudent in view of the type, place and amount of risk to be transferred and the financial responsibility of the insureds, and to determine whether such limits, deductible amounts and types of insurance comply with the requirements of all applicable statutes, laws, ordinances, codes, rules, regulations, or orders and whether on a risk management basis, additional types of insurance or endorsements against special risks should be carried or whether required coverages or endorsements should be deleted. Initially, deductible amounts for insurance required under Sections 6.1 and 6.2 shall not exceed $25,000; provided, however, such maximum shall not apply to the City in the event it elects to self-insure risks under Section 6.9. Deductible amounts for insurance required under Section 6.2 shall not be more than is reasonable considering the financial responsibility of the insured and shall also be subject, in any case, to the consideration to be given deductible amounts described in this Section 6.6. Limits of liability may not be less than limits required by Mortgagees, notwithstanding amounts set forth in this Article 6. Such limits shall be increased or decreased, deductible amounts increased or decreased or types of insurance shall be modified, if justified, based upon such review, and upon any such increase, decrease or modification, the Owners shall, at any Owner's election, execute an instrument in recordable form confirming such increase, decrease or modification, which any Owner may record with the Recorder as a supplement to this Agreement; provided, that no agreement regarding a decrease in limits of liability, increase in deductible amounts or elimination of any types of coverages shall be effective without the written consent of the Mortgagees.

6.7 **Renewal Policies**. Copies of all renewal insurance policies or binders with summaries of coverages afforded and evidencing renewal shall be delivered by the City and Owners to the other Owners and to the Mortgagees at least ten (10) days prior to the expiration date of any such expiring insurance policy. Binders shall be replaced with certified full copies of the actual renewal policies as soon as reasonably possible. Should an Owner fail to provide and maintain any policy of insurance required under this Article 6 or pay its share of the premiums or other costs for any joint policies, then the other Owners may purchase such policy and the costs of such policy (or the Defaulting Owner's share of such costs) shall be due from the Defaulting Owner within ten (10) days after written demand by the Creditor Owners.

6.8 **Waiver**. Provided that such a waiver does not invalidate the respective policy or policies or diminish or impair the insured's ability to collect under such policy or policies or unreasonably increase the premiums for such policy or policies unless the party to be benefited by such waiver pays such increase, and without limiting any release or waiver of liability or recovery contained elsewhere in this Agreement, each Owner hereby waives all claims for recovery from the other Owners for any loss or damage to any of its property insured (or required to be insured under this Agreement) under valid and collectible insurance policies to the extent of any recovery collectible (or which would have been collectible had such insurance required under this Agreement been obtained) under such insurance policies plus any deductible amounts.

6.9 **Self-Insurance**. Notwithstanding anything to the contrary contained in this Article 6, for so long as the Public Deck Owner is the City, the Public Deck Owner shall not be required at any time to obtain and pay for insurance, from a third-party beneficiary as required under Sections 6.1 and 6.2 upon notice to the other Owner(s) that shall self -insure. Self-insured amounts shall be disbursed in the same manner as insurance proceeds.

ARTICLE 7
NOTICES AND APPROVALS

7.1 **Notices to Parties.** Each notice, demand, request, consent, approval, disapproval, designation or other communication (all of the foregoing are herein referred to as a "notice") that an Owner is required, permitted or desires to give or make or communicate to any other Owner shall be in writing and shall be (i) delivered personally, with a receipt requested therefor; or (ii) sent by facsimile; or (iii) sent by a recognized overnight courier service; or (iv) delivered by United States registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the Owners at their respective addresses set forth below, and shall be effective (a) upon receipt or refusal if delivered personally or by facsimile; (b) one (1) business day after depositing with a recognized overnight courier service; or (c) three (3) business days after deposit in the mail, if mailed. All notices by facsimile shall be subsequently confirmed by U.S. certified or registered mail.

If to the MAC Property Owner:

Robert Zimmers
c/o ALE Solutions
St. Charles Illinois 60174
Fax: 866-814-6832
Email: Robert.Zimmers@alesolutions.com

With a copy to:	Paul Gilman Aronberg Goldgehn Davis & Garmisa 330 N. Wabash Avenue, Suite 1700 Chicago Illinois 60611 Fax: 312-222-6368 Email: pgilman@agdglaw.com
If to the Commercial Property Owner:	First Street Development II, LLC 409 East Illinois Avenue Unit 1C St. Charles, Illinois 60174 Attn: Keith Kotche Fax: 630-587-0700 Email: Keith@levatokotche.com
With a copy to:	Bochte, Kuzniar & Navigato, PC 2580 Foxfield Road Suite 200 St. Charles Illinois 60174 Attn: William F. Bochte Fax: (630)-377-3479 Email: wbochte@bknlaw.com
If to the City:	City of St. Charles Attention: City Administrator Two East Main Street St Charles, Illinois 60174 Fax: Fax No. (630) 377-4440
With a copy to:	Hoscheit, McGuirk, McCracken & Cuscaden, P.C. 1001 East Main Street, Suite G St Charles, Illinois 60174 Attention: John McGuirk Fax: (630)-523-8799 Email: jmc@hmcpc.com

Any Owner may designate a different address or additional addresses from time to time, provided such Owner has given at least ten (10) days' prior notice of such change of address. Failure to give notices to an Owner's counsel identified above shall not render notice to such Owner or Mortgagee invalid or ineffective. If any Owner shall cease to be the "Owner" of its respective portion of the Property, and the succeeding Owner of that portion of the Property shall fail to give a notice of change of address, then notices may be sent to any one of the following: (i) to the last Owner of record disclosed to the Owner giving notice, (ii) to "Owner of Record" at the street address for that Owner's portion of the Property as designated by the U.S. Postal Service (or by the successor of the U.S. Postal Service) or the City of St. Charles department or agency having jurisdiction over City of St. Charles addresses, or (iii) to the grantee at the address shown in that last recorded conveyance of the portion of the Property in question.

7.2 **Multiple Owners**. . If at any time the interest or estate of the City or a Lot Owner as to its Property or any portion thereof shall be owned by more than one person (hereinafter collectively referred to as "multiple owners"), the multiple owners shall give to the other Owners a written notice, executed and acknowledged by all of the multiple owners, in a form proper for recording, which shall (a) designate one person, having an address in the State of Illinois to whom shall be given, as agent for all of the

multiple owners, all notices thereafter given to the multiple owners, and (b) designate such as agent for the service of process in any action or proceeding involving the determination or enforcement of any rights or obligations under this Agreement. A property manager shall be designated as agent for all of the Lot Owners for the purposes of clause (a) and (b) of the immediately preceding sentence. Thereafter, until such designation is revoked by written notice given by all of the multiple owners of their successors in interest, any notice, and any summons, complaint or other legal process (which such summonses, complaints and legal processes are hereafter in this Article 7 collectively referred to as "legal process"), given to, or served upon, such agent shall be deemed to have been given to, or served upon, each and every one of the multiple owners at the same time that such notice or legal process is given to, or served upon, such agent. If the multiple owners shall fail to designate in writing one such agent to whom all notices are to be given and upon whom all legal process is to be served, or if such designation shall be revoked and a new agent is not designated, then any notice or legal process may be given to, or served upon, any one of the multiple owners as agent for all of the multiple owners and such notice or legal process shall be deemed to have been given to, or served upon, each and every one of the multiple owners at the same time that such notice or legal process is given to, or served upon, any one of them, and each of the multiple owners shall be deemed to have appointed each of the other multiple owners as agent for the receipt of notices and the service of legal process. To the extent that multiple owners have an interest in a Parcel, then, unless otherwise agreed upon between such multiple owners, any approval or consent of the Owners of such Parcel shall require the approval or consent of the Owners owning a majority of the percentage interests originally allocate to such Parcel.

Article 8
GENERAL

8.1 Cooperation of Owners. In fulfilling obligations and exercising rights under this Agreement, each Owner shall cooperate with the other Owners to promote the efficient operation of each respective portion of the Property and the harmonious relationship among the Owners and to protect the value of each Owner's respective portion, estate or interest in the Property. To that end, each Owner shall share information which it possesses relating to matters which are the subject of this Agreement, except such information as such Owner may reasonably deem confidential or which may be the subject of litigation or which such Owner is prohibited from revealing pursuant to court order. From time to time after the date of this Agreement, each Owner shall furnish, execute and acknowledge, without charge (except as otherwise provided in this Agreement) such other commercially reasonable instruments, documents, materials and information as another Owner may reasonably request in order to confirm to such requesting Owner the benefits contemplated by this Agreement, but only so long as any such request does not restrict or abridge the benefits granted the other Owner under this Agreement. The Owners will execute and record the Plat of Subdivision and this Agreement, and the Owners agree to execute such commercially reasonable amendments to this Agreement as may be reasonably necessary to modify the legal description for the Project Site and the parcels to conform to the Plat of Subdivision and to obtain consents of their Mortgagees, if required to record the Plat of Subdivision or to confirm subordination of their Mortgages to such amendments. Except as otherwise expressly provided in this Agreement, whenever the consent, approval or agreement of an Owner is required or requested pursuant to this Agreement, such consent, approval or agreement shall not be unreasonably withheld, delayed or conditioned.

8.2 Severability. The illegality, invalidity or unenforceability under law of any covenant, restriction or condition or any other provision of this Agreement shall not impair or affect in any manner the validity, enforceability or effect of the remaining provisions of this Agreement.

8.3 **Headings**. The headings of Articles and Sections in this Agreement are for convenience of reference only and shall not in any way limit or define the content, substance or effect of the Articles or Sections.

8.4 **Amendments to Agreement**. Except as otherwise provided in this Agreement, this Agreement may be amended or terminated only by an instrument signed by all of the then Owners, and consented to by the Mortgagees. As to Public Parking Deck or the Building, consent to or execution by the Mortgagees of the Public Deck or the Building (other than a Mortgagee under a mortgage initially placed on the Public Deck or the Building) shall not be required, and any such Mortgagees shall nevertheless be subordinate to such amendments. Any amendment to or termination of this Agreement shall be recorded with the Recorder. Notwithstanding the foregoing, each Owner may change and supplement the plans applicable to such Owner's portion of the Property if such change or supplement does not affect any other Owner's portion of the Property, which change or supplement shall be deemed not to be an amendment of this Agreement; provided, however, such Owner shall promptly notify the other Owners of such change or supplement. Any proposed change or supplement to any of the plans which does or would affect any other Owner's portion of the Property shall be considered an amendment to this Agreement which shall be subject to the provisions of this Section 8.4 governing amendments. To the extent an Owner wishes to further subdivide its Property the Agreement may be amended to reflect the change in ownership of a Parcel, such Owner shall be responsible for all costs to prepare and record an amendment to this Declaration and each Owner agrees to execute such amendment.

8.5 **Term**. The covenants, conditions and restrictions contained in this Agreement shall be enforceable by the Owners and their respective successors and assigns for the term of this Agreement, which shall be perpetual (or if the Law provides for a time limit on any covenant, condition or restriction, then such covenant, condition or restriction shall be enforceable for such shorter period), subject to amendment or termination as set forth in Section 8.4. If the Law provides for such shorter period, then upon expiration of such shorter period, such covenants, conditions and restrictions shall be extended automatically without further act or deed of the Owners, except as may be required by law, for successive periods of twenty (20) years each, subject to amendment or termination as set forth in Section 8.4.

8.6 **Construction of Agreement**. The provisions of this Agreement shall be construed to the end that the Property shall remain a commercial/retail/office and public parking mixed-use property.

8.7 **Abandonment of Easements**. Easements created hereunder shall not be presumed abandoned by non-use or the occurrence of damage or destruction of a portion of the Property subject to an Easement unless the Owner benefited by such Easement states in writing its intention to abandon the Easement; provided, however, that the consent of the Mortgagees shall also be required with respect to any such abandonment.

8.8 **Applicable Laws**. Parties acknowledge that this Agreement and all other instruments in connection with this Agreement have been negotiated, executed and delivered in the County of Kane and State of Illinois. This Agreement and such other instruments shall, in all respects, be governed, construed, applied and enforced in accordance with the Laws of the State of Illinois, including without limitation, matters affecting title to all real property described in this Agreement.

8.9 **No Third-Party Beneficiary**. This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions or remedies to any person or entity as a third party beneficiary (except the Mortgagees) under any Laws or otherwise.

8.10 **Incorporation**. Each provision of the Recitals to this Agreement and each Exhibit and Appendix attached hereto is hereby incorporated in this Agreement and is an integral part hereof.

8.11 Notice to Mortgagees; Rights of Mortgagee.

(A) The term "Mortgage" as used in this Agreement shall mean any mortgage (or any trust deed) given primarily to secure the repayment of money owed by the mortgagor and constituting a lien the real property encumbered by such mortgage; provided, however, no mortgage or trust deed on a portion of the Public Parking Deck or the Building shall be included within the definition of "Mortgage" unless specifically stated to the contrary. The term "Mortgagee" as used in this Agreement shall mean the Mortgagee from time to time under any such Mortgage (or the beneficiary under any such trust deed). The term "First Mortgage" shall mean a Mortgage that is superior to all other consensual liens and encumbrances.

(B) If a Mortgagee shall have served on all of the Owners, by personal delivery, recognized overnight courier service, or by United States registered or certified mail, return receipt requested, postage prepaid, a written notice specifying the name and address of such Mortgagee, such Mortgagee shall be given a copy of each and every notice required to be given by one Owner to the others at the same time as and whenever such notice shall be given by one Owner to the others, at the address last furnished by such Mortgagee. After receipt of such notice from a Mortgagee, no notice thereafter given by any Owner to the others shall be deemed to have been given unless and until a copy of such notice shall have been given to the Mortgagee. If a Mortgagee so provides or otherwise requires in a notice given by the Mortgagee in accordance with this Section 1.1(B), the proceeds of any claim under an insurance policy or condemnation Award required to be delivered to an Owner shall, upon notice from a Mortgagee, be delivered to such Owner's Mortgagee to be disbursed by the Mortgagee to the Depository in accordance with the provisions of this Agreement.

(C) Notwithstanding anything to the contrary specified in this Agreement (including this Section 0), no Owner need give any notice to more than one Mortgagee per Parcel, or to any mortgagee or trustee under a mortgage or trust deed other than a "Mortgage" as defined in Section 1.1(A).

8.12 Property Manager. All rights, obligations and benefits under this Agreement accruing to the Lot Owners , including but not limited to the obligations to insure pursuant to Sections 6.1, 6.2, , 6.3 and Section 8.4 above, shall be exercised by a property manager on behalf of the Lot Owners. Any action to enforce rights, obligations, burdens and benefits under this Agreement with respect to the Lot Owners may be taken by the property manager by its duly authorized officers acting pursuant to authority granted by this Agreement. Notices under this Agreement from the Lot Owners may be given by the property manager. The Lot Owners shall provide the name of the Property Manager as well as the Property Manager's address, email address, phone number and other contact information within fourteen (14) days of the execution of this Agreement.

8.13 Binding Effect. The Easements, covenants and restrictions created under, this Agreement shall be binding upon and inure to the benefit of all parties having or acquiring any right, title or interest in or to any portion of, or interest or estate in, the Property, and each of the foregoing shall run with the land.

ARTICLE 9
LIMITATION OF LIABILITY

9.1 **Limitation of Liability**. The liability under this Agreement of an Owner shall be limited to and enforceable solely against the assets of such Owner constituting an interest in the Property (including insurance and condemnation proceeds attributable to the Property and including, where the Owner is a trustee of a land trust, the subject matter of the trust) and no other assets of such Owner, except as hereinafter provided in this Section 9.1. Assets of an Owner which is a limited liability company do not include the individual assets of the members of such limited liability company Owner, and a negative

capital account of a member in a limited liability company which is an Owner and an obligation of a member to contribute capital to the limited liability company which is an Owner shall not be deemed to be assets of the limited liability company which is an Owner. At any time during which an Owner is trustee of a land trust, all of the covenants and conditions to be performed by it under this Agreement are undertaken solely as trustee, as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against it or any of the beneficiaries under the trust

9.2 **Transfer of Ownership**. If an Owner shall sell, assign, transfer, convey or otherwise dispose of its portion of the Property (other than as security for a loan to such Owner and other than pursuant to a lease, license or similar agreement), then (a) such Owner shall be entirely freed and relieved of any and all covenants and obligations arising under this Agreement which accrue under this Agreement from and after the date such Owner shall so sell, assign, transfer, convey or otherwise dispose of its interest in such portion of the Property, and (b) the person who succeeds to such Owner's interest in such portion of the Property shall be deemed to have assumed any and all of the covenants and obligations arising under this Agreement of such Owner which accrue under this Agreement from and after the date such Owner shall so sell, assign, transfer, convey or otherwise dispose of its interest in such Property, provided, however, the transferring Owner shall not be relieved of any obligation under this Agreement arising prior to the effective date of such sale, assignment, conveyance or other transfer.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written

MAC Partners, LLC
an Illinois limited liability company

By:_____
Printed Name: Robert Zimmers
Title: Manager

First Street Development II, LLC
an Illinois limited liability company

By:_____
Printed Name: Keith Kotche
Title: Manager

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

By:_____
Mayor

ATTEST:

_____
City Clerk

EXHIBIT A
CITY DECK PROPERTY LOT 4
LEGAL DESCRIPTION

LOT 4 OF THE RESUBDIVISION OF THE RESUBDIVISION OF PHASE III FIRST STREET REDEVELOPMENT SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 27 AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 4, 2016 AS DOCUMENT 2016K053789 AND CERTIFICATE OF CORRECTION RECORDED OCTOBER 14, 2016 AS DOCUMENT 2016K056016

EXHIBIT B

LOT OWNERS PROPERTY
LEGAL DESCRIPTION

Lot 1 of the Resubdivision of Phase III First Street Redevelopment Subdivision of part of the East Half of the Southwest Quarter of section 27 and the East Half of the Northwest Quarter of Section 34, Township 40 North, Range 8, East of the Third Principal Meridian, all in Kane County, Illinois according to the plat thereof recorded July 27, 2015 as document 2015K039582.

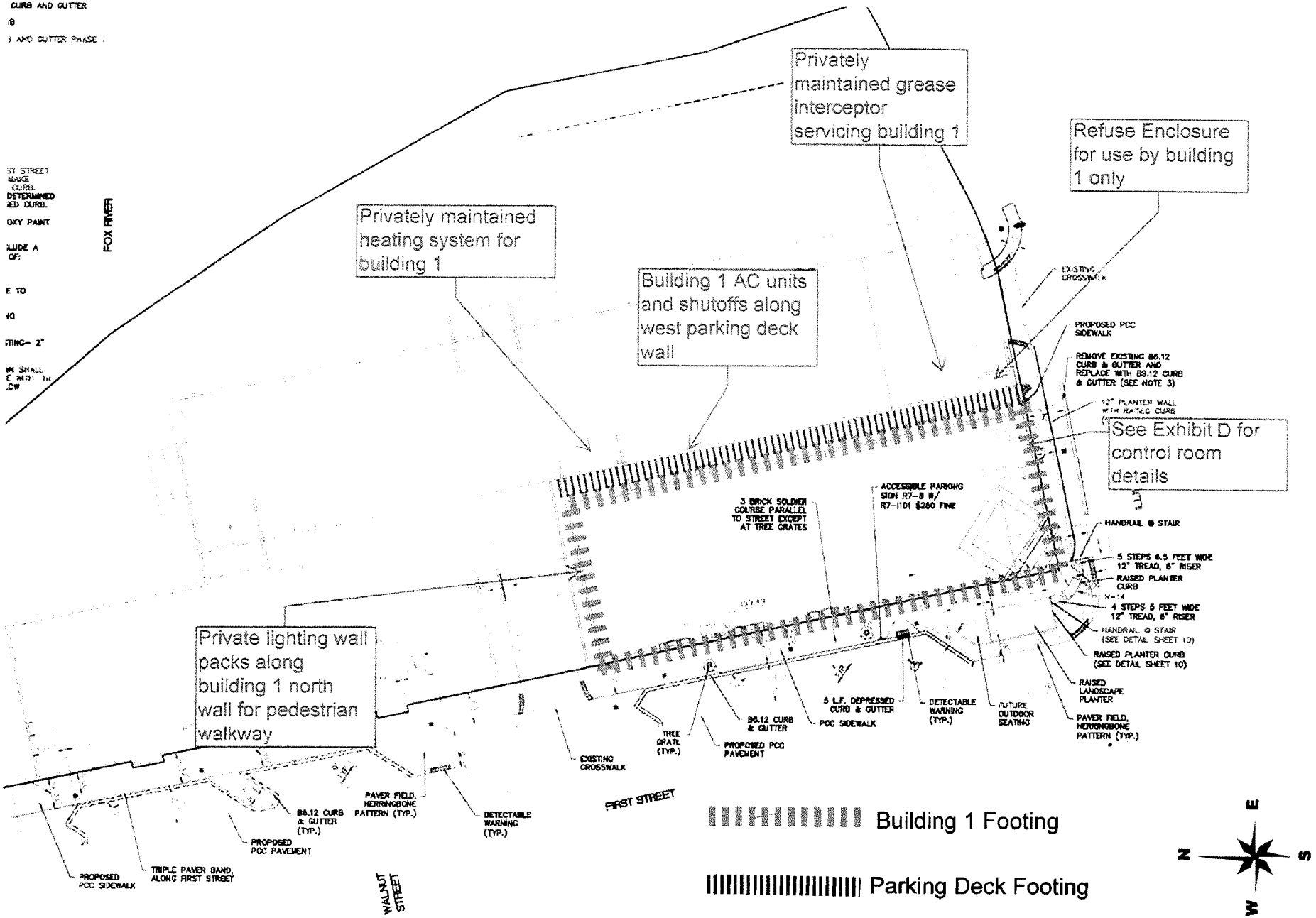
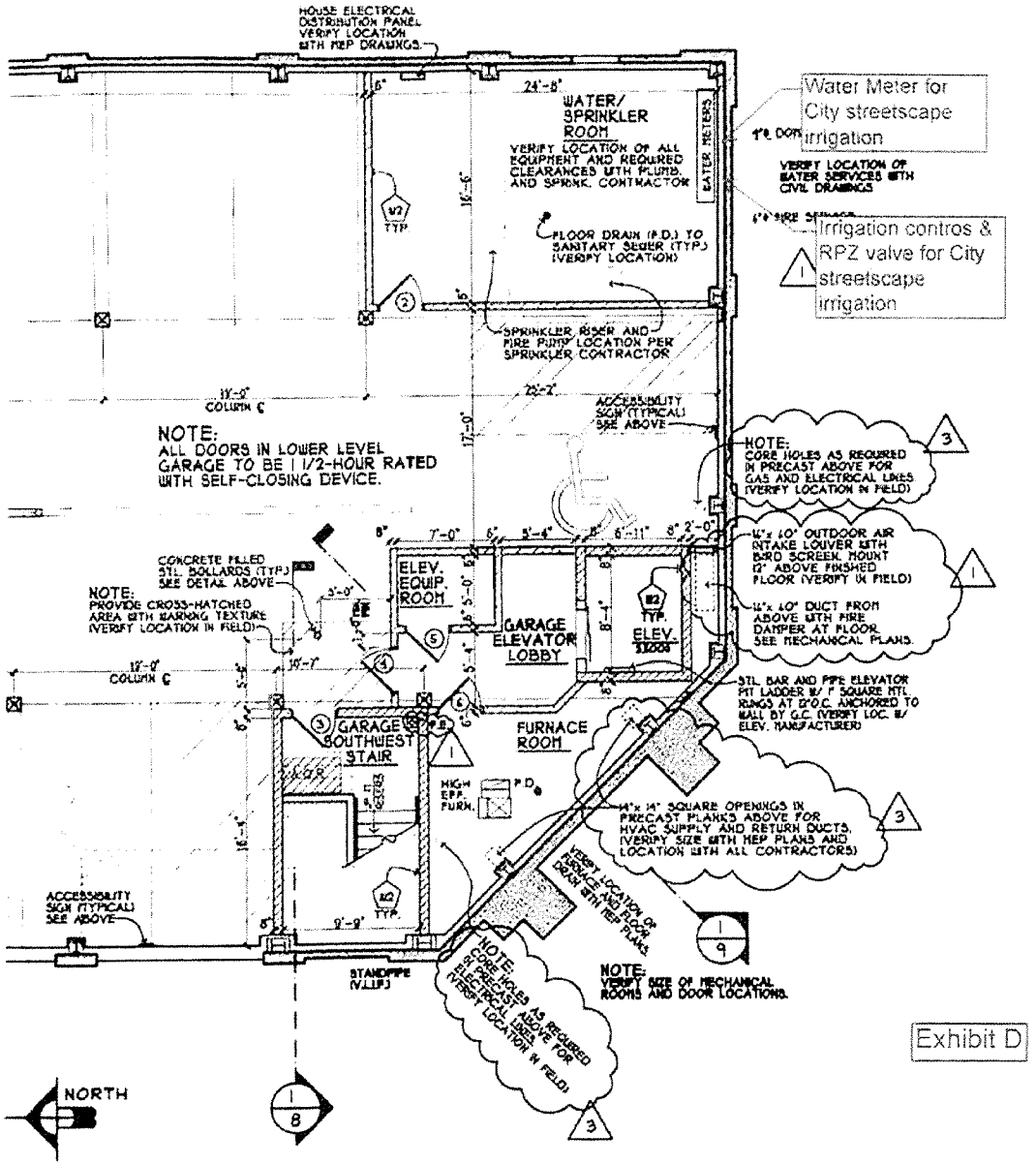

Privately maintained grease interceptor servicing building 1
Refuse Enclosure for use by building 1 only
Privately maintained heating system for building 1
Building 1 AC units and shutoffs along west parking deck wall
See Exhibit D for control room details
Private lighting wall packs along building 1 north wall for pedestrian walkway
FOX RIVER
FIRST STREET
WALNUT STREET
EXISTING CROSSWALK
PROPOSED PCC SIDEWALK
REMOVE EXISTING B6.12 CURB & GUTTER AND REPLACE WITH B6.12 CURB & GUTTER (SEE NOTE 3)
3 BRICK SOLDIER COURSE PARALLEL TO STREET EXCEPT AT TREE GRATES
ACCESSIBLE PARKING SIGN R7-8 W/ R7-1101 $250 FINE
HANDRAIL @ STAIR
5 STEPS 6.5 FEET WIDE 12" TREAD, 6" RISER
RAISED PLANTER CURB
4 STEPS 5 FEET WIDE 12" TREAD, 6" RISER
HANDRAIL @ STAIR (SEE DETAIL SHEET 10)
RAISED PLANTER CURB (SEE DETAIL SHEET 10)
RAISED LANDSCAPE PLANTER
PAVER FIELD, HERRINGBONE PATTERN (TYP.)
FUTURE OUTDOOR SEATING
DETECTABLE WARNING (TYP.)
5 L.F. DEPRESSED CURB & GUTTER
PCC SIDEWALK
B6.12 CURB & GUTTER
PROPOSED PCC PAVEMENT
TREE GRATE (TYP.)
DETECTABLE WARNING (TYP.)
PAVER FIELD, HERRINGBONE PATTERN (TYP.)
B6.12 CURB & GUTTER (TYP.)
PROPOSED PCC PAVEMENT
TRIPLE PAVER BAND, ALONG FIRST STREET
PROPOSED PCC SIDEWALK
Building 1 Footing
Parking Deck Footing
N
E
S
W

Exhibit C


HOUSE ELECTRICAL DISTRIBUTION PANEL VERIFY LOCATION WITH MEP DRAWINGS
WATER/ SPRINKLER ROOM
VERIFY LOCATION OF ALL EQUIPMENT AND REQUIRED CLEARANCES WITH PLUMB. AND SPRINK. CONTRACTOR
WATER METERS
Water Meter for City streetscape irrigation
VERIFY LOCATION OF WATER SERVICES WITH CIVIL DRAWINGS
Irrigation contros & RPZ valve for City streetscape irrigation
FLOOR DRAIN (F.D.) TO SANITARY SEWER (TYP.) (VERIFY LOCATION)
SPRINKLER RISER AND FIRE PUMP LOCATION PER SPRINKLER CONTRACTOR
ACCESSIBILITY SIGN (TYPICAL) SEE ABOVE
NOTE: ALL DOORS IN LOWER LEVEL GARAGE TO BE 1 1/2-HOUR RATED WITH SELF-CLOSING DEVICE.
NOTE: CORE HOLES AS REQUIRED IN PRECAST ABOVE FOR GAS AND ELECTRICAL LINES (VERIFY LOCATION IN FIELD)
16"x 40" OUTDOOR AIR INTAKE LOUVER WITH BIRD SCREEN. MOUNT 12" ABOVE FINISHED FLOOR (VERIFY IN FIELD)
12"x 40" DUCT FROM ABOVE WITH FIRE DAMPER AT FLOOR. SEE MECHANICAL PLANS.
CONCRETE FILLED STL BOLLARDS (TYP.) SEE DETAIL ABOVE
NOTE: PROVIDE CROSS-HATCHED AREA WITH WARNING TEXTURE (VERIFY LOCATION IN FIELD)
ELEV. EQUIP. ROOM
GARAGE ELEVATOR LOBBY
ELEV. 32000
STL BAR AND PIPE ELEVATOR PIT LADDER W/ 9" SQUARE MTL RUNGS AT 12"O.C. ANCHORED TO WALL BY G.C. (VERIFY LOC. W/ ELEV. MANUFACTURER)
GARAGE SOUTHWEST STAIR
FURNACE ROOM
HIGH EFF. FURN.
F.D.
14"x 14" SQUARE OPENINGS IN PRECAST PLANKS ABOVE FOR HVAC SUPPLY AND RETURN DUCTS. (VERIFY SIZE WITH MEP PLANS AND LOCATION WITH ALL CONTRACTORS)
VERIFY LOCATION OF FURNACE AND FLOOR DRAIN WITH MEP PLANS
ACCESSIBILITY SIGN (TYPICAL) SEE ABOVE
STANDPIPE (V.I.F.)
NOTE: CORE HOLES AS REQUIRED IN PRECAST ABOVE FOR ELECTRICAL LINES (VERIFY LOCATION IN FIELD)
NOTE: VERIFY SIZE OF MECHANICAL ROOMS AND DOOR LOCATIONS.
NORTH
Exhibit D

ST. CHARLES SINCE 1834	**AGENDA ITEM EXECUTIVE SUMMARY**	Agenda Item number: 3b.
	Title:	Plan Commission recommendation to approve a Special Use for PUD Amendment and PUD Preliminary Plan for Hillcroft Estates, 1147 Geneva Rd.
	Presenter:	Ellen Johnson

Meeting: Planning & Development Committee	Date: June 12, 2017	
Proposed Cost: N/A	Budgeted Amount: N/A	Not Budgeted: ☐

Executive Summary (*if not budgeted please explain*)**:**

The subject property is a 1.86 acre parcel that contains a single-family home. The 2,600 sq. ft. home was constructed in 1910 and is in the process of being demolished.

A Planned Unit Development to develop the property with four single-family lots was approved in 2016 under Ordinance 2016-Z-6 "An Ordinance Granting Approval of Special Use for Planned Unit Development and PUD Preliminary Plan for Hillcroft Estates, 1147 Geneva Road".

The property owner, Hillcroft Estates, LLC, is now proposing to redevelop the property with just one single-family home. The home will be located in approximately the same location as the existing home. Access from Geneva Rd. will be in the same location, as well.

Approval of an amendment to the Hillcroft Estates PUD is required to reflect the revised project scope and to accommodate a building height in excess of the zoning standard, which is necessary due to the slope of the site. A revised PUD Preliminary Plan has also been submitted.

Plan Commission Review

Plan Commission held a public hearing on 6/6/17 and recommended approval by a vote of 5-0, with a condition that the plan be modified to limit construction activity impacts on a Red Oak tree near the western property line and subject to resolution of outstanding staff comments prior to City Council action.

Attachments (*please list*)**:**
Plan Commission Resolution, Staff Report, Applications for Special Use and PUD Preliminary Plan, Plans, Ordinance 2016-Z-6

Recommendation/Suggested Action (*briefly explain*)**:**
Plan Commission recommendation to approve a Special Use for PUD Amendment and PUD Preliminary Plan for Hillcroft Estates, 1147 Geneva Rd., subject to resolution of outstanding staff comments.

City of St. Charles, Illinois
Plan Commission Resolution No. 11-2017

A Resolution Recommending Approval of a Special Use to Amend PUD Ordinance 2016-Z-6 and PUD Preliminary Plan for Hillcroft Estates (Hillcroft Estates PUD, 1147 Geneva Rd.)

Passed by Plan Commission on June 6, 2017

WHEREAS, it is the responsibility of the St. Charles Plan Commission to hold public hearings and review requests for Special Use and PUD Preliminary Plan; and

WHEREAS, the Plan Commission held a public hearing and has reviewed the petitions for Special Use to Amend PUD Ordinance 2016-Z-6 and PUD Preliminary Plan for Hillcroft Estates, 1147 Geneva Rd.; and

WHEREAS, in accordance with Section 17.04.410.D.3, the Plan Commission finds the Special Use and PUD Preliminary Plan to be in the public interest based on the following criteria for Planned Unit Developments:

CRITERIA FOR PLANNED UNIT DEVELOPMENTS (PUDs)

i. The proposed PUD advances one or more of the purposes of the Planned Unit Development procedure stated in Section 17.04.400.A:

1. **To promote a creative approach to site improvements and building design that results in a distinctive, attractive development that has a strong sense of place, yet becomes an integral part of the community.**
2. **To create places oriented to the pedestrian that promote physical activity and social interaction, including but not limited to walkable neighborhoods, usable open space and recreational facilities for the enjoyment of all.**
3. **To encourage a harmonious mix of land uses and a variety of housing types and prices.**
4. **To preserve native vegetation, topographic and geological features, and environmentally sensitive areas.**
5. **To promote the economical development and efficient use of land, utilities, street improvements, drainage facilities, structures and other facilities.**
6. **To encourage redevelopment of sites containing obsolete or inappropriate buildings or uses.**
7. **To encourage a collaborative process among developers, neighboring property owners and residents, governmental bodies and the community.**

The proposed development will include redevelopment of the existing property in a way that preserves the unique topography of the site while creatively addressing the challenges it provides.

ii. The proposed PUD and PUD Preliminary Plans conform to the requirements of the underlying zoning district or districts in which the PUD is located and to the applicable Design Review Standards contained in Chapter 17.06, except where:

A. Conforming to the requirements would inhibit creative design that serves community goals, or

B. Conforming to the requirements would be impractical and the proposed PUD will provide benefits that outweigh those that would have been realized by conforming to the applicable requirements.

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

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

The unique character of the site topography prevents structures onsite from meeting the height requirements of the zoning code. Relief from these requirements will allow the developer to construct a dwelling in keeping with the spirit of the neighborhood. The proposed development will also include carefully designed buffering and screening not present on the existing property.

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

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

The existing dwelling has fallen into disrepair and needs to be demolished. The Special Use will allow for the style and design of the proposed home to be constructed appropriately for the subject premises.

B. Sufficient Infrastructure: That adequate utilities, access roads, drainage and/or necessary facilities have been, or are being, provided.
Since the redevelopment of the subject premises is considered "infill," all offsite utilities and access to the subject premises already existing; required onsite infrastructure will be provided as depicted on the final engineering plans.

C. Effect on Nearby Property: That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish or impair property values within the neighborhood.
The upscale nature of the residence proposed for the subject premises will raise property values in the immediate area. With infill, the only impact on adjacent properties will be the connection to existing facilities across public rights of way. Use of adjacent properties will not be diminished nor impaired because of the proposed development.

D. Effect on Development of Surrounding Property: That the establishment of the Special Use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
Because adjacent properties have already been developed for their intended use and are occupied, additional development is unlikely, but would not be impeded.

E. Effect on General Welfare: That the establishment, maintenance or operation of the Special Use will not be detrimental to or endanger the public health, safety, comfort or general welfare.
As infill, the Special Use to allow redevelopment of the subject premises with the existing zoning classification will not be detrimental to or endanger the public health, safety, comfort, or general welfare.

F. Conformance with Codes: That the proposed Special Use conforms to all existing Federal, State and local legislation and regulation and meets or exceeds all applicable provisions of this Title, except as may be varied pursuant to a Special Use for Planned Unit Development.
The redevelopment will conform to all regulations except those pertaining to building height restrictions.

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

Resolution 11-2017

The PUD will enable improvement of infill property near the entrance to the city that needs redevelopment. It will be compatible with adjacent land uses, and will raise the tax base with little additional burden to city infrastructure.

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

As infill, the PUD is consistent with the Comprehensive Plan.

NOW, THEREFORE, be it resolved by the St. Charles Plan Commission to recommend to City Council approval of a Special Use to Amend PUD Ordinance 2016-Z-6 and PUD Preliminary Plan for Hillcroft Estates (Hillcroft Estates PUD, 1147 Geneva Rd.), with a condition that the plan be modified to limit construction activity impacts on the Red Oak tree near the western property line, and subject to resolution of outstanding staff comments prior to City Council action

Roll Call Vote:
Ayes: Schuetz, Vargulich, Kessler, Purdy, Wallace
Nays:
Absent: Frio, Funke, Holderfield, Pretz
Motion carried: 5-0

PASSED, this 6th day of June 2017.

_____
Chairman
St. Charles Plan Commission

Community & Economic Development
Planning Division
Phone: (630) 377-4443
Fax: (630) 377-4062

ST. CHARLES
SINCE 1834

STAFF MEMO

TO: Chairman Ed Bessner
And the Members of the Planning and Development Committee

FROM: Ellen Johnson, Planner

RE: Hillcroft Estates, 1147 Geneva Rd.

DATE: June 9, 2017

I. APPLICATION INFORMATION:

Project Name: Hillcroft Estates, 1147 Geneva Rd.

Applicant: Hillcroft Estates, LLC

Purpose: Amend the PUD Ordinance to accommodate revised site plan for one single-family home

General Information:

Site Information	
Location	1147 Geneva Rd.
Acres	80,914 sq. ft. (1.858 acres)

Applications:	Special Use (PUD Amendment) PUD Preliminary Plan
Applicable City Code Sections & Ordinances	Title 17, Chapter 17.12 - Residential Districts Ordinance No. 2016-Z-6 "An Ordinance Granting Approval of Special Use for Planned Unit Development and PUD Preliminary Plan for Hillcroft Estates, 1147 Geneva Road"

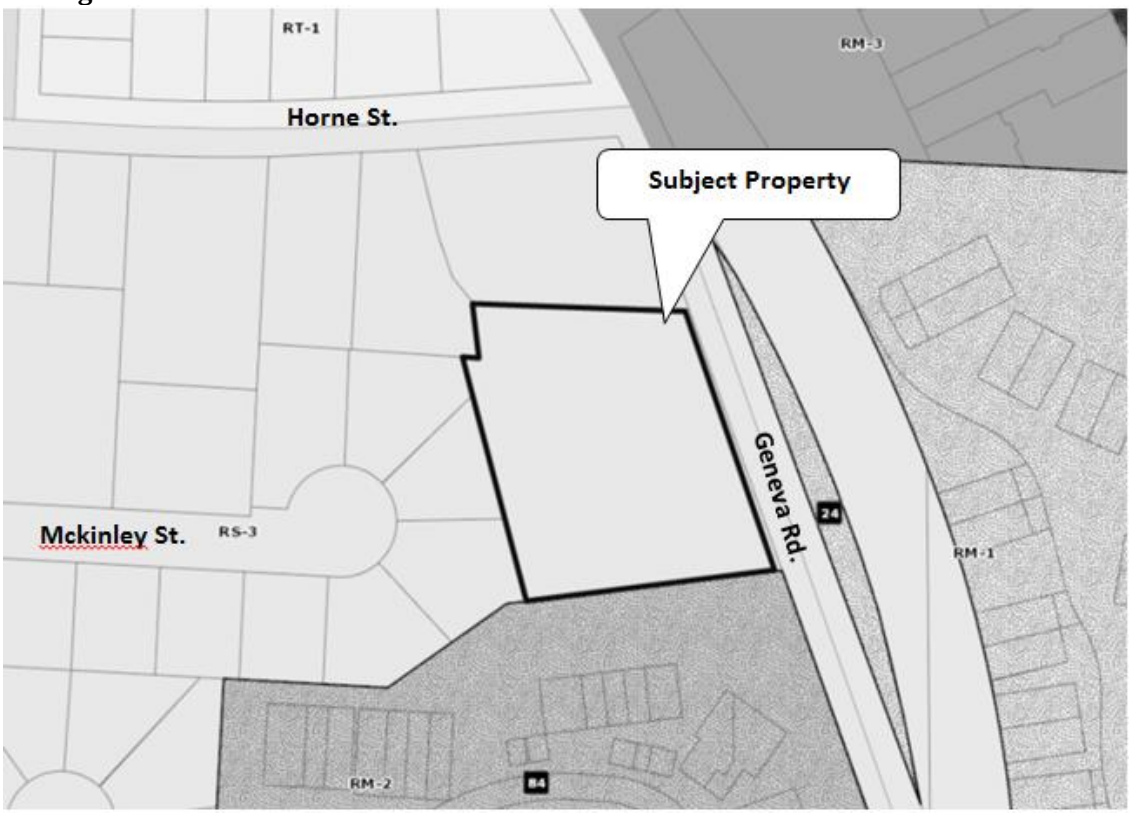
Existing Conditions	
Land Use	Single-family residential
Zoning	RS-3 Suburban Single-Family Residential District (PUD)

Zoning Summary		
North	RS-3 Suburban Single-Family Res.	Single-family home
East	RM-1 Mixed Medium Density Res. (PUD)	Townhome development (Willowgate)
South	RM-2 Medium Density Multi-Family Res.	Townhome development (The Oaks)
West	RS-3 Suburban Single-Family Res.	Single-family homes

Comprehensive Plan Designation
Single Family Detached Residential

Aerial Photo

Zoning



II. BACKGROUND

A. PROPERTY HISTORY

The subject property is a 1.86 acre parcel that contains a single-family home. The 2,600 sq. ft. home was constructed in 1910 and is in the process of being demolished.

In May 2015, a Concept Plan to develop townhomes on the property was submitted by Hillcroft Estates, LLC. Four townhome buildings and a total of 12 units were proposed, along with rezoning to a multi-family zoning district. However, the developer decided not to pursue the townhome concept.

In October 2015, the developer submitted applications for Special Use for PUD and PUD Preliminary Plan for a four-lot, single-family subdivision. The development was approved in April 2016 under Ordinance No. 2016-Z-6 "An Ordinance Granting Approval of Special Use for Planned Unit Development and PUD Preliminary Plan for Hillcroft Estates, 1147 Geneva Road".

B. CURRENT PROPOSAL

Hillcroft Estates, LLC, applicant and property owner, is now proposing to redevelop the property with one single-family home. Details of the proposal are as follows:

- Demolish the existing home.
- Construct a single-family home in approximately the same location as the existing home.
- Retain the existing access point from Geneva Rd. The driveway loosely follows the path of the existing driveway through the site, leading to a rear-loaded garage.

The following Zoning Applications have been submitted in support of this project:

1. **Special Use (PUD Amendment)** – Approval of the existing Hillcroft Estates PUD was based upon Findings of Fact specific to the development plans under consideration at that time. Therefore, a PUD Amendment is needed to reflect the revised project scope and establish new, unique development standards for the property.
2. **PUD Preliminary Plan** – To approve the revised preliminary engineering plans.

III. ANALYSIS

A. COMPREHENSIVE PLAN

The Land Use Plan adopted as part of the 2013 Comprehensive Plan identifies the site as "Single-Family Detached Residential." The Plan states:

> *"An important objective of the Plan is to continue to protect and enhance the City's single-family residential neighborhoods. Future development should be respectful and sensitive to the existing homes while allowing reinvestment in the form of rehabilitation, additions, and new construction in existing neighborhoods.*

The Residential Areas Framework Plan provides Land Use Policies on p. 43. A number of the policies would be applicable to this project, including:

- ***Preserve the character of the City's existing single family residential neighborhoods:*** *The City's residential areas are composed of a number of unique and distinct neighborhoods. While they may differ in configuration, unit type, and lot size, these neighborhoods are well established and have their own character. Development and reinvestment within these neighborhoods should be context sensitive, and compatible with the established neighborhood character and fabric. Regardless of the location or housing type, residential development or redevelopment should be carefully regulated to ensure compatibility with the scale and character of surrounding and adjacent residential neighborhoods. New infill development, teardown redevelopment, and alterations to existing development should maintain a setback, height, bulk, and orientation similar to its surroundings.*

Other relevant Comprehensive Plan recommendation (p. 122):

- ***Development Character and Urban Design:*** *New neighborhood development or local infill should respect the surrounding context in the design of street networks, infrastructure, housing stock, and other built elements. Infill development should strive to reflect the context in terms of site design, massing and scale, and architectural design.*

B. ZONING REVIEW

The table below compares the requirements of the RS-3 zoning district to the plan approved under Ordinance 2016-Z-6 and the proposed plan. Deviations from the RS-3 district that are required to accommodate the development as proposed are denoted in ***bold italics***:

	RS-3 District	**Approved PUD Plan**	**Proposed Plan**
Min. Lot Area	8,400 sf	19,816 sf (4 lots)	80,914 sf (1 lot)
Min. Lot Width	60 ft.	63.2 ft.	298.6 ft.
Max. Building Coverage	30%	17.6%	5.3%
Max. Building Height	35 ft. or 2 stories, whichever is less	***60 ft.*** (from existing grade at front setback)	***60 ft.*** (from existing grade at front setback)
Min. Front Yard	30 ft.	78 ft.	113 ft.
Min. Side Yard	Combined width of 16 ft., neither less than 6 ft.	8 ft. (combined width of 16 ft.)	10.5 ft.
Min. Rear Yard	40 ft.	82 ft.	56.6 ft.

Staff Comments

- The proposal does not meet the building height requirement in the RS-3 district due to the slope of the site, necessitating PUD approval to allow development of the property as proposed. A building height deviation was previously granted under PUD Ordinance 2016-Z-6. Per the Zoning Ordinance, building height is measured from the midpoint of the required front building setback. In this case, the elevation at the 30 ft. front setback is

702.75 ft. The elevation to the top of the ridge of the proposed house is 762.75 ft., for a total building height per the ordinance of 60 ft. A height diagram has been submitted illustrating how the building height is measured. The diagram shows that the top of the ridge of the proposed house is at the same elevation as the existing house.

C. BUILDING DESIGN

Architectural elevations have been submitted as part of the PUD plans. The home will be two stories with an attached three-car garage accessed from the rear. The Zoning Ordinance does not contain Design Standards and Guidelines for single-family homes in RS Suburban Residential zoning districts.

D. TREE PRESERVATION

A Tree Preservation Plan was approved under PUD Ordinance 2016-Z-6. The plan inventoried all trees on the site. A Tree Preservation Zone was delineated based on that inventory and the desire to protect the tree line along the west property line as well as off-site trees located on neighboring properties to the west. The plan listed measures that would be taken to protect trees within the Tree Preservation Zone.

The proposed plan includes a Tree Preservation Zone along the west property line that largely follows the zone shown on the previously approved plan. However, the driveway is closer to some of the existing trees to be protected compared to the previous plan. Additional areas of the site, specifically part of the northeastern portion of the property and individual trees on the south end adjacent to the driveway, have been added to the Tree Preservation Zone.

Staff Comments

- The survey information and protective measures recommended in the approved Tree Preservation Plan should be incorporated into the PUD Amendment approval, except with the amended Tree Preservation Zone shown on the proposed plan.
- The applicant should indicate if any trees located within the Tree Preservation Zone identified as being preserved on the approved Tree Preservation Plan will now be removed. It does not appear that this is the case, however the applicant should confirm.

E. ENGINEERING REVIEW

The applicant has been provided with detailed engineering comments. All proposed utilities and services need to be shown on the plan, specifically water and sanitary sewer connections. A 20 ft. utility easement along the east property line has been requested for future utility improvements in this area.

Additionally, the Fire Dept. has requested a fire hydrant be added at the southeast corner of the property.

IV. PLAN COMMISSION RECOMMENDATION

The Plan Commission conducted a public hearing on 6/6/17 and voted 5-0 to recommend approval, with a condition that the plan be modified to limit construction activity impacts on a Red Oak tree near the western property line and subject to resolution of outstanding staff comments prior to City Council action.

The condition regarding the Red Oak tree was added in response to concerns expressed during the public hearing by the neighboring property owner to the west.

V. ATTACHMENTS

- Application for Special Use (PUD Amendment); received 5/18/17
- Application for PUD Preliminary Plan; received 5/18/17
- Plans
- Ordinance 2016-Z-6

CITY OF ST. CHARLES

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

COMMUNITY & ECONOMIC DEV./PLANNING DIVISION PHONE: (630) 377-4443 FAX: (630) 377-4062

SPECIAL USE APPLICATION

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

For City Use
Project Name: Hillcroft -1147 Geneva Rd
Project Number: 2015 -PR- 007
Application Number: 2017 -AP- 018

Received Date
RECEIVED
St. Charles, IL
MAY 18 2017
CDD
Planning Division

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

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

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

1. Property Information:	Location: 1147 Geneva Road St. Charles, IL 60174	
	Parcel Number (s): 09-34-404-013	
	Proposed Name: Hillcroft	
2. Applicant Information:	Name Avondale Custom Homes Inc.	Phone 630 584 7106
	Address 125 N 11th Ave St Charles, Il 60174	Fax 630 584 7393
		Email jessica@avondalecustomhomes.com
3. Record Owner Information:	Name Hillcroft Estates LLC	Phone 630 584 7106
	Address Avondale Custom Homes Inc. 125 N 11th Ave St Charles, Il 60174	Fax 630 584 7393
		Email mauricemcnally@msn.com

Please check the type of application:

☒ **Special Use for Planned Unit Development - PUD Name:** Hillcroft- 1147 Geneva Rd.

- ☐ New PUD
- ☒ Amendment to existing PUD- Ordinance #: 2016-Z-6
- ☒ PUD Preliminary Plan filed concurrently

☐ **Other Special Use (from list in the Zoning Ordinance):** _____

- ☐ Newly established Special Use
- ☐ Amendment to an existing Special Use Ordinance #: _____

Information Regarding Special Use:

Comprehensive Plan designation of the property: Single Family Detached Residential

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

What is the property's current zoning? RS-3 PUD

What is the property currently used for? Residential - vacant single family house

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

Development of new single family house

For Special Use Amendments only:

Why is the proposed change necessary?

Change development plan from 4 lot subdivision to single lot development

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

New PUD Preliminary Plan that requires changes to the Findings of Fact established under the current PUD Ordinance.

Note for existing buildings:

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

Attachment Checklist:

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

- ❑ **APPLICATION FEE:** Submit fee

  Application fee in accordance with Appendix B of the Zoning Ordinance. (Special Use for PUD $1,000; all other Special Use requests $750)

- ❑ **REIMBURSEMENT OF FEES AGREEMENT:** Submit updated form

  An original, executed Reimbursement of Fees Agreement and deposit of funds in escrow with the City, as provided by Appendix B of the Zoning Ordinance.

- ❑ **REIMBURSEMENT OF FEES INITIAL DEPOSIT:** $2,000 deposit required

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

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

- ❑ **PROOF OF OWNERSHIP and DISCLOSURE:** Submit updated LLC disclosure

  a) A current title policy report; or

  b) A deed and a current title search.

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

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

- ❑ **LEGAL DESCRIPTION:** For entire subject property, on 8 1/2 x 11 inch paper On file

- ❑ **PLAT OF SURVEY:** Submit copies

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

- ❑ **FINDINGS OF FACT:** Fill out attached form

  Fill out the attached forms or submit responses on a separate sheet (*Submit "Criteria for PUD" for any PUD application; "Findings for Special Use" for all other Special Use applications.)*

- ❑ **LIST OF PROPERTY OWNERS WITHIN 250 FT.:** Submit updated information

  Fill out the attached form or submit on a separate sheet. The form or the list must be signed and notarized.

❑ **SOIL AND WATER CONSERVATION DISTRICT APPLICATION:** Not required

Copy of completed Land Use Opinion application as required by state law, as submitted to The Kane-Dupage Soil and Water Conservation District. http://www.kanedupageswcd.org/

Submit the application form and fee directly to the Kane-DuPage Soil and Water Conservation District. Provide a copy with this application.

❑ **ENDANGERED SPECIES REPORT:** Not required

Copy of Endangered Species Consultation Agency Action to be filed with the Illinois Department of Natural Resources. http://dnr.illinois.gov/EcoPublic/

Fill out the online form, print the report and submit with this application.

❑ **TRAFFIC STUDY:** If requested by the Director of Community Development. Not required

Staff will advise you whether a traffic study is recommended based on the project. Regardless, the Plan Commission or City Council may request a traffic study as a part of the review process.

❑ **PLANS:**

All required plans shall be drawn on sheets no larger than 24" x 36", unless the Director of Community Development permits a larger size when necessary to show a more comprehensive view of the project. All required plans shall show north arrow and scale, and shall be drawn at the same scale (except that a different scale may be used to show details or specific features). All plans shall include the name of the project, developer or owner of site, person or firm preparing the plan, and the date of plan preparation and all revisions.

Copies of Plans:

Initial Submittal - Ten (10) full size copies, Three (3) 11" by 17", and a PDF electronic file (On a CD-ROM or may be emailed to the Project Manager). For subsequent submittals, please contact the Project Manager to determine how many copies are required.

❑ **SITE PLAN (Note: For a Special Use for PUD, submit PUD Preliminary Plan Application in lieu of Site Plan)**

A plan or plans showing the following information: Submit PUD Preliminary Plan in lieu of Site Plan

1. Accurate boundary lines with dimensions
2. Streets on and adjacent to the tract: Name and right-of-way width
3. Location, size, shape, height, and use of existing and proposed structures
4. Location and description of streets, sidewalks, and fences
5. Surrounding land uses
6. Date, north point, and scale
7. Ground elevation contour lines
8. Building/use setback lines
9. Location of any significant natural features
10. Location of any 100-year recurrence interval floodplain and floodway boundaries
11. Location and classification of wetland areas as delineated in the National Wetlands Inventory
12. Existing zoning classification of property
13. Existing and proposed land use
14. Area of property in square feet and acres
15. Proposed off-street parking and loading areas
16. Number of parking spaces provided, and number required by ordinance
17. Angle of parking spaces
18. Parking space dimensions and aisle widths
19. Driveway radii at the street curb line
20. Width of driveways at sidewalk and street curb line

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

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

Mark McAlley, manager HILLCROFT ESTATES LLC 5/12/17
Record Owner Date

Mark McAlley, manager HILLCROFT ESTATES LLC 5/12/17
Applicant or Authorized Agent Date

PROPERTY LEGAL DESCRIPTION
1147 Geneva Road, St. Charles, IL

PARCEL ONE:
THAT PART OF LOTS 2 AND 3 IN BLOCK 1, FOX GLADE P.U.D. SUBDIVISION, UNIT NO. 1, ST. CHARLES, KANE COUNTY, ILLINOIS, AND PART OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WESTERLY LIKE OF GENEVA ROAD (ILLINOIS STATE ROUTE 31) THAT IS 185.0 FEET SOUTHERLY OF THE SOUTHERLY LINE OF HORNE STREET, AS SHOWN ON THE PLAT OF RIVERVIEW ADDITION (MEASURED ALONG SAID WESTERLY LINE); THENCE SOUTH 19 DEGREES, 45 MINUTES, 0 SECONDS EAST ALONG SAID WESTERLY LINE 298.58 FEET TO A NORTHEAST CORNER OF LOT 97 IN THE OAKS OF ST. CHARLES, FOX GLADE P.U.D. SUBDIVISION, UNIT NO. 2, ST. CHARLES, KANE COUNTY, ILLINOIS; THENCE SOUTH 83 DEGREES, 52 MINUTES, 0 SECONDS WEST ALONG A NORTHERLY LINE OF SAID LOT 97, 279.68 FEET TO A POINT THAT IS 20.0 FEET NORTH 83 DEGREES, 52 MINUTES, 0 SECONDS EAST OF THE SOUTHEAST CORNER OF LOT 4 IN BLOCK 1, FOX GLADE P.U.D. SUBDIVISION, UNIT 1; THENCE 14 DEGREES, 32 MINUTES, 24 SECONDS WEST 273.12 FEET TO A POINT ON THE NORTH LINE OF LOT 2 IN SAID BLOCK 1 THAT IS 20.0 FEET NORTH 86 DEGREES, 55 MINUTES, 26 SECONDS WEST OF THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 86 DEGREES, 55 MINUTES, 26 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 2, 20.0 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE NORTH 6 DEGREES, 10 MINUTES, 25 SECONDS WEST ALONG THE EASTERLY LINE EXTENDED NORTHERLY OF SAID BLOCK 1, 59.62 FEET TO A LINE DRAWN NORTH 87 DEGREES, 07 MINUTES, 14 SECONDS WEST PARALLEL WITH THE SOUTHERLY LINE IF SAID HORNE STREET FROM THE POINT OF BEGINNING; THENCE SOUTH 87 DEGREES, 07 MINUTES, 14 SECONDS EAST PARALLEL WITH SAID SOUTHERLY LINE 232.48 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

PARCEL TWO:
A NON-EXCLUSIVE EASEMENT FOR WATER PIPELINE PURPOSES, TO BENEFIT PARCEL ONE, AS ESTABLISHED BY INSTRUMENT RECORDED JUNE 23, 1986 AS DOCUMENT NUMBER 1777443, OVER THE FOLLOWING DESCRIBED AREA: A FIVE FOOT WIDE STRIP ADJACENT TO THE 145.65 FEET NORTHERLY LINE OF LOT 3 IN BLOCK 1, FOX GLADE P.U.D. SUBDIVISION, UNIT NO. 1, A PART OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, LOCATED IN ST. CHARLES, KANE COUNTY, ILLINOIS.

PARCEL THREE:
A NON-EXCLUSIVE EASEMENT FOR WATER PIPELINE PURPOSES, TO BENEFIT PARCEL ONE AS ESTABLISHED BY INSTRUMENT RECORDED JUNE 23, 1986 AS DOCUMENT NUMBER 1777444, OVER THE FOLLOWING DESCRIBED AREA: A FIVE FOOT WIDE STRIP ADJACENT TO THE 145.65 FEET SOUTHEASTERLY LINE OF LOT 2 IN BLOCK 1, FOX GLADE P.U.D. SUBDIVISION, UNIT NO. 1, A PART OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, LOCATED IN ST. CHARLES, KANE COUNTY, ILLINOIS.

ADDRESS: 1147 GENEVA ROAD, ST. CHARLES, ILLINOIS
PIN: 09-34-404-013

CRITERIA FOR PLANNED UNIT DEVELOPMENTS (PUDS)

For Special Use for PUD or PUD Amendment applications.

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

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

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

1147 Geneva Road, St Charles, IL — *PUD Name*

5/18/2017 — *Date*

From the St. Charles Zoning Ordinance, Section 17.04.410.3:
The Plan Commission shall not favorably recommend, and the City Council shall not approve, a Special Use for a PUD or an amendment to a Special Use for a PUD unless they each make findings of fact based on the application and the evidence presented at the public hearing that the PUD is in the public interest, based on the following criteria:

i. The proposed PUD advances one or more of the purposes of the Planned Unit Development procedure stated in Section 17.04.400.A:

1. To promote a creative approach to site improvements and building design that results in a distinctive, attractive development that has a strong sense of place, yet becomes an integral part of the community.
2. To create places oriented to the pedestrian that promote physical activity and social interaction, including but not limited to walkable neighborhoods, usable open space and recreational facilities for the enjoyment of all.
3. To encourage a harmonious mix of land uses and a variety of housing types and prices.
4. To preserve native vegetation, topographic and geological features, and environmentally sensitive areas.
5. To promote the economical development and efficient use of land, utilities, street improvements, drainage facilities, structures and other facilities.
6. To encourage redevelopment of sites containing obsolete or inappropriate buildings or uses.
7. To encourage a collaborative process among developers, neighboring property owners and residents, governmental bodies and the community

The proposed development will include redevelopment of the existing property in a way that preserves the unique topography of the site while creatively addressing the challenges it provides.

ii. **The proposed PUD and PUD Preliminary Plans conform to the requirements of the underlying zoning district or districts in which the PUD is located and to the applicable Design Review Standards contained in Chapter 17.06, except where:**

A. **Conforming to the requirements would inhibit creative design that serves community goals, or**
B. **Conforming to the requirements would be impractical and the proposed PUD will provide benefits that outweigh those that would have been realized by conforming to the applicable requirements.**

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

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

The unique character of the site topography prevents structures onsite from meeting the height requirements of the zoning code. Relief from these requirements will allow the developer to construct a dwelling in keeping with the spirit of the neighborhood. The proposed development will also include carefully designed buffering and screening not present on the existing property.

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

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

The existing dwelling has fallen into disrepair and needs to be demolished. The special use will allow for the style and design of the proposed home to be constructed appropriate for the subject premises.

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

Since the redevelopment of the subject premises is considered "infill," all offsite utilities and access to the subject premises already existing; required onsite infrastrcture will be provided as depicted on the final engineering plans.

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

The upscale nature of the residence proposed for the subject premises will raise property values in the immediate area. With infill, the only impact on adjacent properties will be the connection to existing facilities across public rights of way. Use of adjacent properties will not be diminished nor impaired because of the proposed development.

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

Because adjacent properties have already been developed for their intended use and are occupied, additional development is unlikely, but would not be impeded.

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

As infill, the Special Use to allow redevelopment of the subject premises with the existing zoning classification will not be detrimental to or endanger the public health, safety, comfort, or general welfare.

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

The redevelopment will conform to all regulations except those pertaining to building height restrictions.

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

The PUD will enable improvement of infill property near the entrance to the city that needs redevelopment; it will be compatible with adjacent land uses, and will raise the tax base with little additional burden to city infrastructure.

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

As infill, the PUD is consistent with the Comprehensive Plan.

RESIDENTIAL ZONING COMPLIANCE TABLE

Name of Development: HILLCROFT - 1147 GENEVA ROAD

	Zoning District Requirement District:	Existing PUD Requirement (if applicable) Ordinance #:	Proposed
Minimum Lot Area	8,400 S.F.		80,914 S.F.
Minimum Lot Width	60 Ft.		232 S.F.
Maximum Building Coverage	30%		5.3%
Maximum Building Height	35 ft or 2 stories		60 ft * Measured from elevation at 30' front setback
Minimum Front Yard	30 Ft.		113 ft
Interior Side Yard	Each >6 ft, combined 16 ft.		10.5 ft min.
Exterior Side Yard	25 ft.		174 ft.
Minimum Rear Yard	40 ft.		56.6 ft.
% Overall Landscape Area	n/a		n/a
Building Foundation Landscaping	n/a		n/a
% Interior Parking Lot Landscape	n/a		n/a
Landscape Buffer Yards[1]	n/a		n/a
# of Parking spaces	n/a		n/a

[1] Within the zoning districts specified, a Landscape Buffer Yard shall be provided along any lot line that abuts or is across a street from property in any RE, RS, or RT District. See Chapter 17.26 for planting and screening requirements for Landscape Buffers. See Chapter 17.26 for planting and screening requirements for Landscape Buffers. Landscape Buffer Yards may include or overlap with other required yards.

CITY OF ST. CHARLES

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

COMMUNITY & ECONOMIC DEV./PLANNING DIVISION PHONE: (630) 377-4443 FAX: (630) 377-4062

PUD PRELIMINARY PLAN APPLICATION

For City Use
Project Name: Hillcroft- 1147 Geneva Rd
Project Number: 2015 -PR- 007
Application Number: 2017 -AP- 019

Received Date
RECEIVED
St. Charles, IL
MAY 18 2017
CDD
Planning Division

To request approval of a PUD Preliminary Plan, complete this application and submit it with all required plans and attachments to the Planning Division. Normally this application will track with an application for Special Use for a PUD, unless a Special Use for a PUD has previously been granted and no amendment is necessary.

When the application is complete staff will distribute the plans to other City departments for review. When the staff has determined that the plans are ready for Plan Commission review, we will place the PUD Preliminary Plan on a Plan Commission meeting agenda.

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

1. Property Information:	Location: 1147 Geneva Road St. Charles, IL 60174	
	Parcel Number (s): 09-34-404-013	
	Proposed PUD Name: Hillcroft Estates LLC	
2. Applicant Information:	Name Hillcroft Estates LLC	Phone 630 584 7106
	Address 125 N 11th Ave St Charles, Il 60174	Fax 630 584 7393
		Email jessica@avondalecustomhomes.com
3. Record Owner Information:	Name Maurice McNally	Phone 630 584 7106
	Address 125 N 11th Ave St Charles, Il 60174	Fax 630 584 7393
		Email mauricemcnally@msn.com

Please check the type of application:

- ☐ **New proposed PUD- Planned Unit Development** (Special Use Application filed concurrently)
- ☒ **Existing PUD-Planned Unit Development**
  - ☒ PUD Amendment Required for proposed plan (Special Use Application filed concurrently)

Subdivision of land:

- ☒ Proposed lot has already been platted and a new subdivision is not required.
- ☐ New subdivision of property required:
  - ☐ Final Plat of Subdivision Application filed concurrently
  - ☐ Final Plat of Subdivision Application to be filed later

Attachment Checklist:

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

Note: The City Staff, Plan Commission, or City Council, may request other pertinent information during the review process.

- ☐ **APPLICATION FEE:** Application fee in accordance with Appendix B of the Zoning Ordinance. ($500) Submit fee.
- ☐ **REIMBURSEMENT OF FEES AGREEMENT:** *To be submitted with other application

  An original, executed Reimbursement of Fees Agreement and deposit of funds in escrow with the City, as provided by Appendix B of the Zoning Ordinance.

- ☐ **REIMBURSEMENT OF FEES INITIAL DEPOSIT:** *

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

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

- ☐ **PROOF OF OWNERSHIP and DISCLOSURE:** *

  a) a current title policy report; or

  b) a deed and a current title search.

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

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

- ❑ **LEGAL DESCRIPTION:** For entire subject property, on 8 ½ x 11 inch paper *
- ❑ **PLAT OF SURVEY:** *

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

- ❑ **SOIL AND WATER CONSERVATION DISTRICT APPLICATION:** Not required

  Copy of completed Land Use Opinion application as required by state law, as submitted to The Kane-Dupage Soil and Water Conservation District. http://www.kanedupageswcd.org/

  Submit the application form and fee directly to the Kane-DuPage Soil and Water Conservation District. Provide a copy with this application.

- ❑ **ENDANGERED SPECIES REPORT:** Not required

  Copy of Endangered Species Consultation Agency Action to be filed with the Illinois Department of Natural Resources. http://dnr.illinois.gov/EcoPublic/

  Fill out the online form, print the report and submit with this application.

- ❑ **PLANS:**

  All required plans shall be drawn on sheets no larger than 24" x 36", unless the Director of Community Development permits a larger size when necessary to show a more comprehensive view of the project. All required plans shall show north arrow and scale, and shall be drawn at the same scale (except that a different scale may be used to show details or specific features). All plans shall include the name of the project, developer or owner of site, person or firm preparing the plan, and the date of plan preparation and all revisions.

  Copies of Plans:

  Initial Submittal - Ten (10) full size copies for non-residential projects OR Twelve (12) full size copies for residential projects; Three (3) 11" by 17"; and a PDF electronic file (On a CD-ROM or may be emailed to the Project Manager). For subsequent submittals, please contact the Project Manager to determine how many copies are required.

- ❑ **SITE/ENGINEERING PLAN:**

  PRELIMINARY ENGINNERING PLANS – DRAWING REQUIREMENTS/CHECKLIST:

  Complete the attached checklist and ensure that all required information is included on the Preliminary Engineering Plans:

  1. Accurate boundary lines with dimensions
  2. Existing and proposed easements: location, width, purpose
  3. Streets on and adjacent to the tract: Name and right-of-way width, center line elevation, and culverts
  4. Location, size, shape, height, and use of existing and proposed structures
  5. Location and description of streets, sidewalks, and fences
  6. Surrounding land uses
  7. Legal and common description
  8. Date, north point, and scale
  9. Existing and proposed topography
  10. All parcels of land intended to be dedicated for public use or reserved for the use of all property owners with

the proposal indicated

11. Location of utilities
12. Building/use setback lines
13. Location of any significant natural features
14. Location of any 100-year recurrence interval floodplain and floodway boundaries
15. Location and classification of wetland areas as delineated in the National Wetlands Inventory
16. Existing zoning classification of property
17. Existing and proposed land use
18. Area of property in square feet and acres
19. Proposed off-street parking and loading areas
20. Number of parking spaces provided, and number required by ordinance
21. Angle of parking spaces
22. Parking space dimensions and aisle widths
23. Driveway radii at the street curb line
24. Width of driveways at sidewalk and street curb line
25. Provision of handicapped parking spaces
26. Dimensions of handicapped parking spaces
27. Depressed ramps available to handicapped parking spaces
28. Location, dimensions and elevations of freestanding signs
29. Location and elevations of trash enclosures
30. Provision for required screening, if applicable
31. Provision for required public sidewalks
32. Certification of site plan by a registered land surveyor or professional engineer
33. Geometric plan showing all necessary geometric data required for accurate layout of the site
34. Grading plans showing paving design, all storm sewers, and detention/retention facilities including detention/retention calculations) and erosion control measures
35. Utility plans showing all storm sewers, sanitary sewers, watermains, and appropriate appurtenant structures
36. Exterior lighting plans showing:
    - Location, height, intensity and fixture type of all proposed exterior lighting
    - Photometric information pertaining to locations of proposed lighting fixtures
37. Typical construction details and specifications
38. Certification of site engineering plans by a registered professional engineer
39. Proof of application for Stormwater Management Permit

☐ **SKETCH PLAN FOR LATER PHASES OF PUD:** Not applicable

For phased PUD's, where a sketch plan is permitted, it shall include, at minimum, the following:

- General location of arterial and collector streets
- Location of any required landscape buffers
- Location of proposed access to the site from public streets
- Maximum number of square feet of floor area for nonresidential development
- Maximum number of dwelling units for residential development
- Open space and storm water management land

❑ **ARCHITECTURAL PLANS:**

Architectural plans and data for all principal buildings shall be submitted in sufficient detail to permit an understanding of the exterior appearance and architectural style of the proposed buildings, the number, size and type of dwelling units, the proposed uses of nonresidential and mixed use buildings, total floor area and total building coverage of each building.

❑ **TREE PRESERVATION PLAN:**

Tree Preservation Plan when required in accordance with Chapter 8.30 of the St. Charles Municipal Code. The information required for this plan may be included as part of the Landscape Plan set. See attachment, "Tree Preservation Requirements for Preliminary Plans".

❑ **LANDSCAPE PLAN:**

Landscape Plan showing the following information:

1. Delineation of the buildings, structures, and paved surfaces situated on the site and/or contemplated to be built thereon
2. Delineation of all areas to be graded and limits of land disturbance, including proposed contours as shown on the Site/Engineering Plan.
3. Accurate property boundary lines
4. Accurate location of proposed structures and other improvements, including paved areas, berms, lights, retention and detention areas, and landscaping
5. Site area proposed to be landscaped in square feet and as a percentage of the total site area
6. Percent of landscaped area provided as per code requirement
7. Dimensions of landscape islands
8. Setbacks of proposed impervious surfaces from property lines, street rights-of-way, and private drives
9. Location and identification of all planting beds and plant materials
10. Planting list including species of all plants, installation size (caliper, height, or spread as appropriate) and quantity of plants by species
11. Landscaping of ground signs and screening of dumpsters and other equipment

❑ **STORMWATER MANAGEMENT:** Provide narrative addressing change in impervious area. Submit flow chart and permit application. Report not required.

Written information (reports, calculations, etc.) as described in the Stormwater Management Requirements for Preliminary Plans (attached)

❑ **SUBDIVISION PLAT DRAWING REQUIREMENTS/CHECKLIST:** Not applicable

If the PUD Preliminary Plan involves the subdivision of land, a completed Subdivision Plat Drawing Requirements Checklist must be submitted.

❑ **PUBLIC BENEFITS, DEPARTURES FROM CODE:** Submit narrative.

A description of how the PUD meets the purposes and requirements set out in Section 17.04.400 of the Zoning Ordinance. Any requests for departures from the requirements of Title 16, "Subdivisions and Land Improvement," and Title 17, "Zoning," shall be listed and reasons for requesting each departure shall be given.

❑ **SCHEDULE:** Construction schedule indicating: Not applicable

a. Phases in which the project will be built with emphasis on area, density, use and public facilities, such as open space, to be developed with each phase. Overall design of each phase shall be shown on the plat and through supporting material.

b. Approximate dates for beginning and completion of each phase.

c. If different land use types are to be included within the PUD, the schedule must include the mix of uses to be built in each phase.

❑ **PARK AND SCHOOL LAND/CASH WORKSHEETS** Not applicable

For residential developments, Park and School land/cash worksheets in accordance with Title 16 of the St. Charles Municipal Code with population projections establishing anticipated population and student yields.

❑ **INCLUSIONARY HOUSING SUMMARY** Not applicable

For residential developments, submit information describing how the development will comply with the requirements of Title 19, "Inclusionary Housing" of the St. Charles Municipal Code.

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

Hillcroft Estates LLC — 5/17/17

Record Owner — Date

Maurice McNally, manager Hillcroft Estates LLC — 5/17/17

Applicant or Authorized Agent — Date

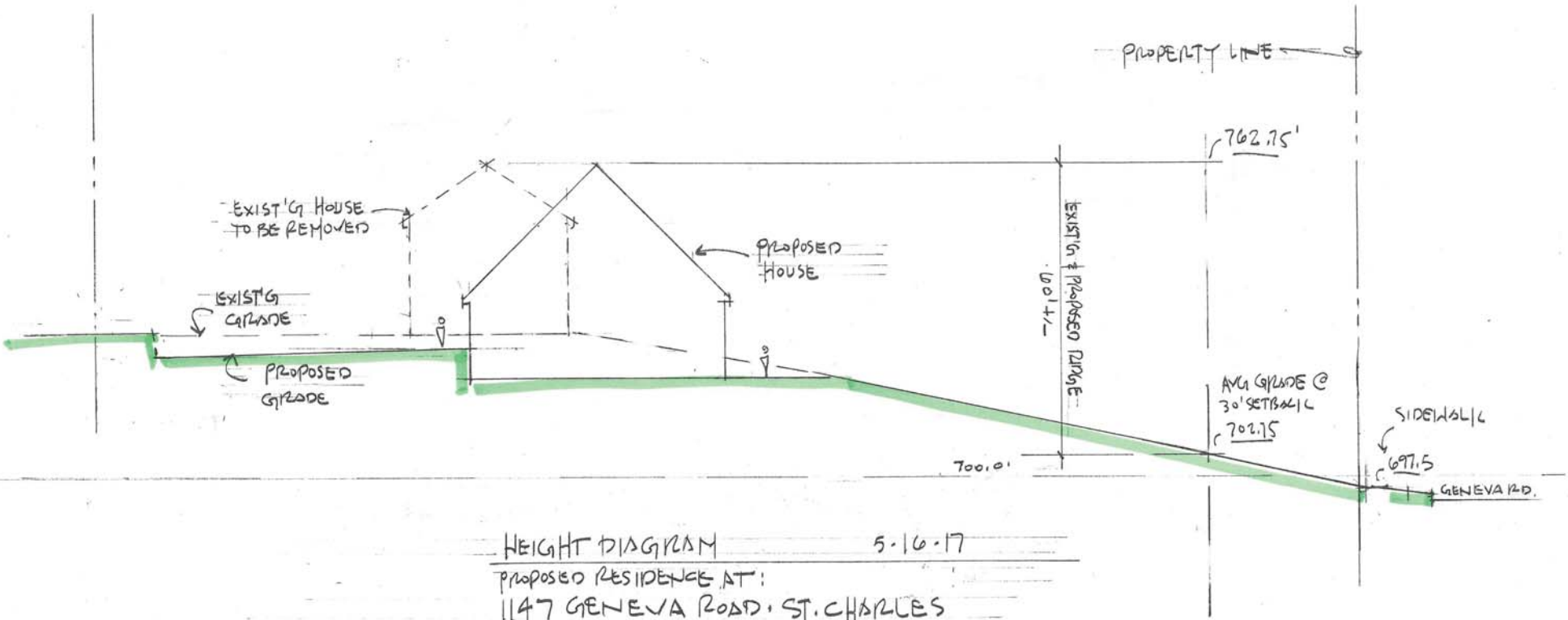
CODE DEPARTURE NARRATIVE
1147 Geneva Road, St. Charles, IL

Project Overview

The proposed development is located at 1147 Geneva Road, St. Charles. The property is on the west side of Route 31 north of the Geneva Road / Roosevelt Street intersection. The property is approximately 1.86 acres and slopes steeply to the southeast and east. There is currently a single-family home with a bituminous drive and concrete sidewalk on the property. The proposed developments include removing the existing residence and drive and constructing a new single family home with a new entrance drive.

Proposed Departure from Code

Currently, the site slopes steeply to the east and southeast. The northwest corner is the highest point on the property, and is 33 feet higher than the street. The City of St. Charles limits maximum building height in the RS-3 district to 35 feet. As the property's natural slope is steep, the proposed building will rise above the 35 foot limit.



HEIGHT DIAGRAM 5.16.17

PROPOSED RESIDENCE AT:

1147 GENEVA ROAD, ST. CHARLES

FOR: AVONDALE CUSTOM HOMES, INC.

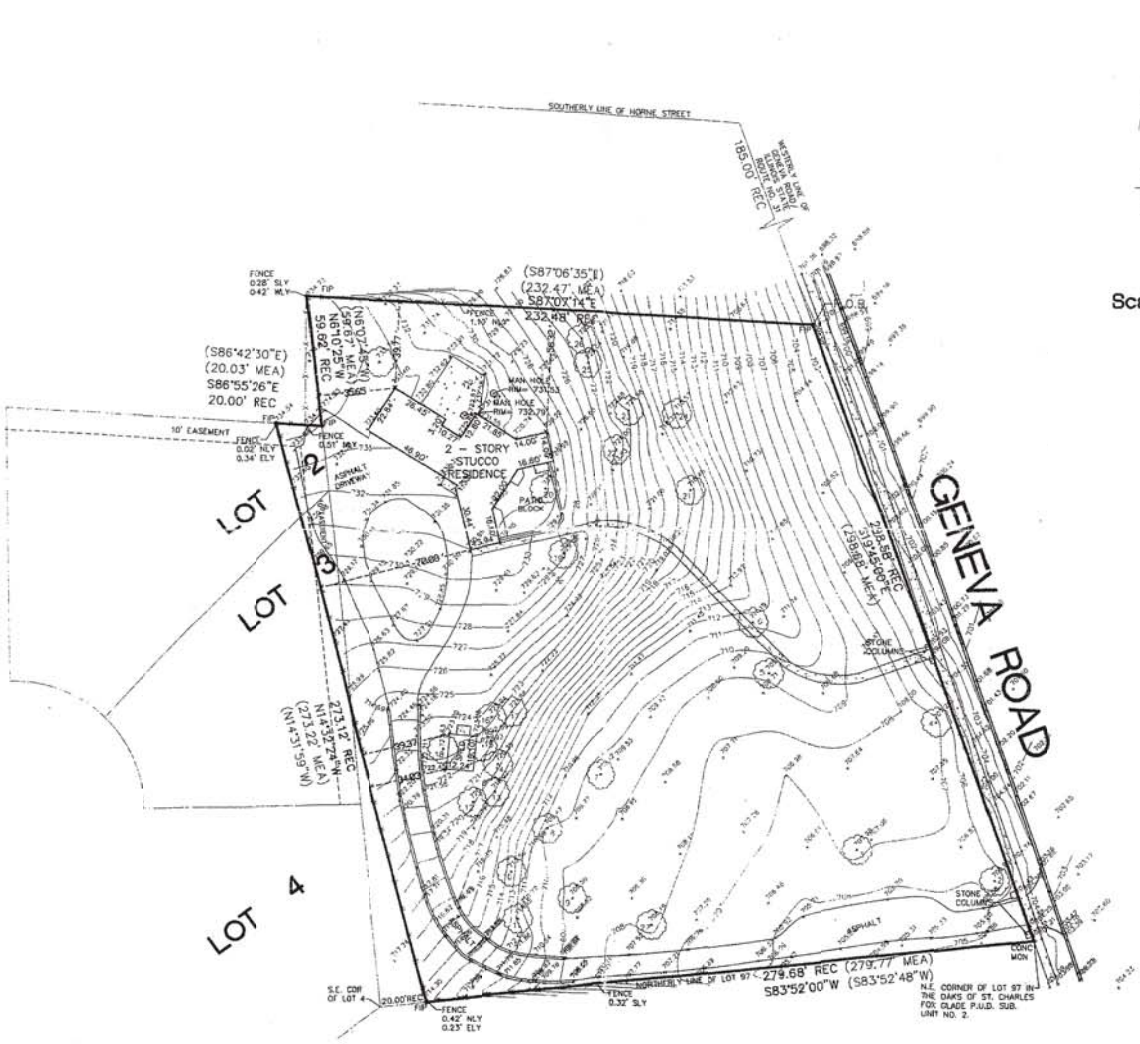
BY: MARSHALL ARCHITECTS, INC.

PLAT OF SURVEY

DALE FLOYD LAND SURVEYING

2600 Keslinger Road, Suite 15
Geneva, Illinois 60134
Phone:(630)232-7705 Fax:(630)232-7725

THAT PART OF LOTS 2 AND 3 IN BLOCK 1, FOX GLADE P.U.D. SUBDIVISION, UNIT NO. 1, ST. CHARLES, KANE COUNTY, ILLINOIS, AND PART OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WESTERLY LINE OF GENEVA ROAD (ILLINOIS STATE ROUTE NO. 31) THAT IS 185 FEET SOUTHERLY OF THE SOUTHERLY LINE OF HORNE STREET, AS SHOWN ON THE PLAT OF RIVERVIEW ADDITION (MEASURED ALONG SAID WESTERLY LINE); THENCE SOUTH 19 DEGREES, 45 MINUTES , 0 SECONDS EAST ALONG SAID WESTERLY LINE 298.58 FEET TO A NORTHEAST CORNER OF LOT 97 IN THE OAKS OF ST. CHARLES, FOX GLADE P.U.D. SUBDIVISION, UNIT NO. 2, ST. CHARLES, KANE COUNTY, ILLINOIS; THENCE SOUTH 83 DEGREES , 52 MINUTES, 0 SECONDS WEST ALONG A NORTHERLY LINE OF SAID LOT 97, 279.68 FEET TO A POINT THAT IS 20.0 FEET NORTH 83 DEGREES, 52 MINUTES, 0 SECONDS EAST OF THE SOUTHEAST CORNER OF LOT 4 IN BLOCK 1 IN FOX GLADE P.U.D. SUBDIVISION, UNIT NO. 1, THENCE NORTH 14 DEGREES, 32 MINUTES, 24 SECONDS WEST 273.12 FEET TO A POINT ON THE NORTH LINE OF LOT 2 IN SAID BLOCK 1 THAT IS 20.0 FEET NORTH 86 DEGREES, 55 MINUTES, 25 SECONDS WEST OF THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 86 DEGREES, 55 MINUTES , 26 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 2, 20.0 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE NORTH 6 DEGREES, 10 MINUTES , 25 SECONDS WEST ALONG THE EASTERLY LINE EXTENDED NORTHERLY OF SAID BLOCK 1, 59.62 FEET TO A LINE DRAWN NORTH 87 DEGREES, 07 MINUTES, 14 SECONDS WEST PARALLEL WITH THE SOUTHERLY LINE OF SAID HORNE STREET FROM THE POINT OF BEGINNING, THENCE SOUTH 87 DEGREES, 07 MINUTES , 14 SECONDS EAST PARALLEL WITH SAID SOUTHERLY LINE 232.48 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.
COMMONLY KNOWN AS: 1147 GENEVA ROAD, ST. CHARLES, ILLINOIS.



UPDATE: 9-17-2003 ADDED TOPOGRAPHY

NOTE: This professional service conforms to the current Illinois minimum standards for a boundary survey.

Compare all points before building by same and at once report any difference

Structure located 8-9-2003

Illinois Professional Land Surveyor No. 035-002876

Job No. 000803-1

License expiration date 11-30-2004

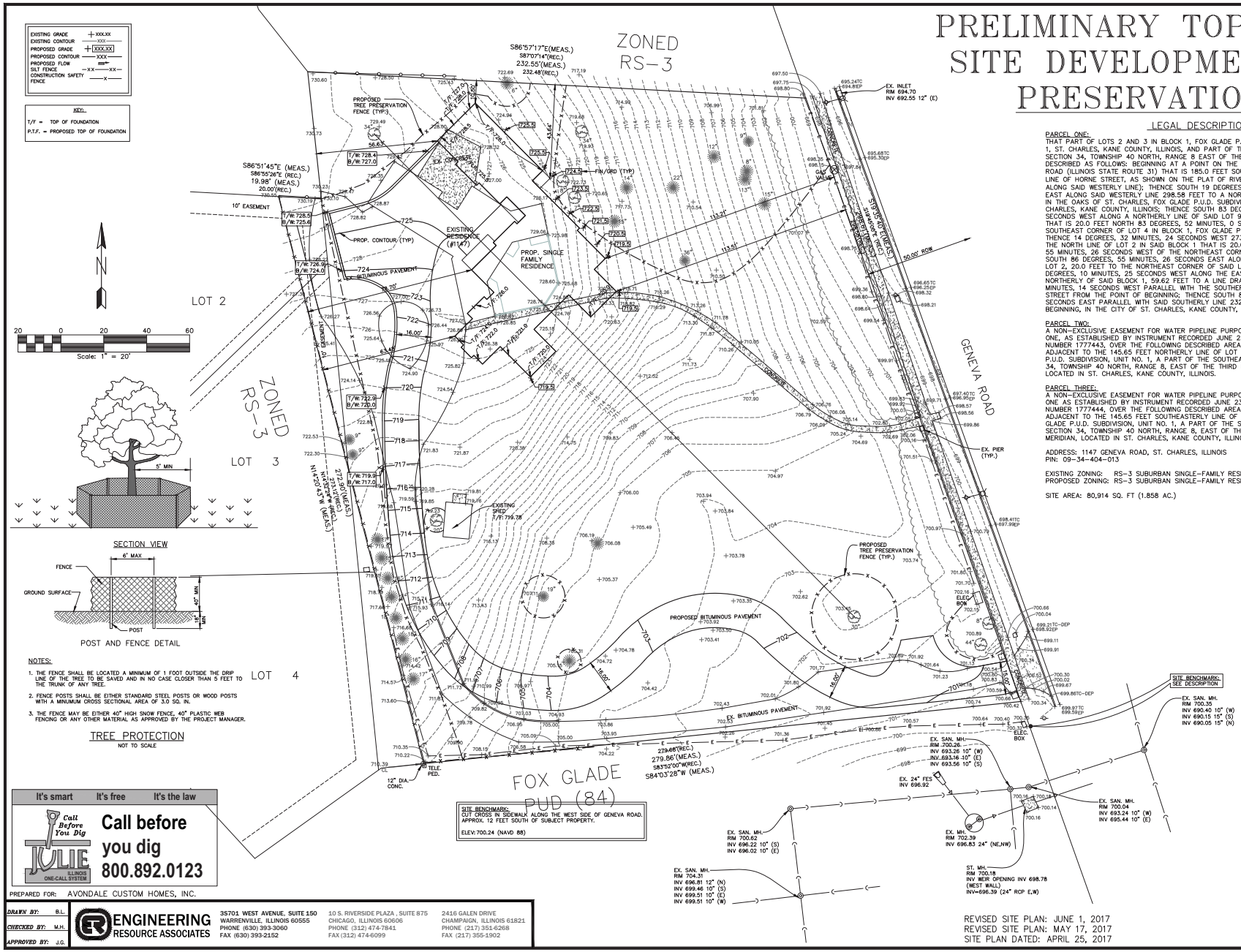
State of Illinois
S.S.
County of Kane

I, DALE A. FLOYD, Do hereby certify that the above described property has been surveyed under my supervision, in the manner represented on the plat hereon drawn.
Dimensions are shown in feet and decimal parts thereof.

Geneva, Illinois 9-23 A.D. 2003

Illinois Professional Land Surveyor No. 035-002876

PRELIMINARY TOPOGRAPHICAL SITE DEVELOPMENT & TREE PRESERVATION PLAN



NOTES:

1. THE FENCE SHALL BE LOCATED A MINIMUM OF 1 FOOT OUTSIDE THE DRIP LINE OF THE TREE TO BE SAVED AND IN NO CASE CLOSER THAN 5 FEET TO THE TRUNK OF ANY TREE.
2. FENCE POSTS SHALL BE EITHER STANDARD STEEL POSTS OR WOOD POSTS WITH A MINUMUM CROSS SECTIONAL AREA OF 3.0 SQ. IN.
3. THE FENCE MAY BE EITHER 40" HIGH SNOW FENCE, 40" PLASTIC WEB FENCING OR ANY OTHER MATERIAL AS APPROVED BY THE PROJECT MANAGER.

LEGAL DESCRIPTION

PARCEL ONE:
THAT PART OF LOTS 2 AND 3 IN BLOCK 1, FOX GLADE P.U.D. SUBDIVISION, UNIT NO. 1, ST. CHARLES, KANE COUNTY, ILLINOIS, AND PART OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WESTERLY LIKE OF GENEVA ROAD (ILLINOIS STATE ROUTE 31) THAT IS 185.0 FEET SOUTHERLY OF THE SOUTHERLY LINE OF HORNE STREET, AS SHOWN ON THE PLAT OF RIVERVIEW ADDITION (MEASURED ALONG SAID WESTERLY LINE); THENCE SOUTH 19 DEGREES, 45 MINUTES, 0 SECONDS EAST ALONG SAID WESTERLY LINE 298.58 FEET TO A NORTHEAST CORNER OF LOT 97 IN THE OAKS OF ST. CHARLES, FOX GLADE P.U.D. SUBDIVISION, UNIT NO. 2, ST. CHARLES, KANE COUNTY, ILLINOIS; THENCE SOUTH 83 DEGREES, 52 MINUTES, 0 SECONDS WEST ALONG A NORTHERLY LINE OF SAID LOT 97, 279.68 FEET TO A POINT THAT IS 20.0 FEET NORTH 83 DEGREES, 52 MINUTES, 0 SECONDS EAST OF THE SOUTHEAST CORNER OF LOT 4 IN BLOCK 1, FOX GLADE P.U.D. SUBDIVISION, UNIT 1; THENCE 14 DEGREES, 32 MINUTES, 24 SECONDS WEST 273.12 FEET TO A POINT ON THE NORTH LINE OF LOT 2 IN SAID BLOCK 1 THAT IS 20.0 FEET NORTH 86 DEGREES, 55 MINUTES, 26 SECONDS WEST OF THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 86 DEGREES, 55 MINUTES, 26 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 2, 20.0 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE NORTH 6 DEGREES, 10 MINUTES, 25 SECONDS WEST ALONG THE EASTERLY LINE EXTENDED NORTHERLY OF SAID BLOCK 1, 59.62 FEET TO A LINE DRAWN NORTH 87 DEGREES, 07 MINUTES, 14 SECONDS WEST PARALLEL WITH THE SOUTHERLY LINE IF SAID HORNE STREET FROM THE POINT OF BEGINNING; THENCE SOUTH 87 DEGREES, 07 MINUTES, 14 SECONDS EAST PARALLEL WITH SAID SOUTHERLY LINE 232.48 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

PARCEL TWO:
A NON-EXCLUSIVE EASEMENT FOR WATER PIPELINE PURPOSES, TO BENEFIT PARCEL ONE, AS ESTABLISHED BY INSTRUMENT RECORDED JUNE 23, 1986 AS DOCUMENT NUMBER 1777443, OVER THE FOLLOWING DESCRIBED AREA: A FIVE FOOT WIDE STRIP ADJACENT TO THE 145.65 FEET NORTHERLY LINE OF LOT 3 IN BLOCK 1, FOX GLADE P.U.D. SUBDIVISION, UNIT NO. 1, A PART OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, LOCATED IN ST. CHARLES, KANE COUNTY, ILLINOIS.

PARCEL THREE:
A NON-EXCLUSIVE EASEMENT FOR WATER PIPELINE PURPOSES, TO BENEFIT PARCEL ONE AS ESTABLISHED BY INSTRUMENT RECORDED JUNE 23, 1986 AS DOCUMENT NUMBER 1777444, OVER THE FOLLOWING DESCRIBED AREA: A FIVE FOOT WIDE STRIP ADJACENT TO THE 145.65 FEET SOUTHEASTERLY LINE OF LOT 2 IN BLOCK 1, FOX GLADE P.U.D. SUBDIVISION, UNIT NO. 1, A PART OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, LOCATED IN ST. CHARLES, KANE COUNTY, ILLINOIS.

ADDRESS: 1147 GENEVA ROAD, ST. CHARLES, ILLINOIS
PIN: 09-34-404-013

EXISTING ZONING: RS-3 SUBURBAN SINGLE-FAMILY RESIDENTIAL DISTRICT
PROPOSED ZONING: RS-3 SUBURBAN SINGLE-FAMILY RESIDENTIAL DISTRICT

SITE AREA: 80,914 SQ. FT (1.858 AC.)

It's smart It's free It's the law
Call Before You Dig JULIE ILLINOIS ONE-CALL SYSTEM
Call before you dig 800.892.0123

PREPARED FOR: AVONDALE CUSTOM HOMES, INC.

DRAWN BY: B.L.
CHECKED BY: M.H.
APPROVED BY: J.G.

ENGINEERING RESOURCE ASSOCIATES
3S701 WEST AVENUE, SUITE 150 WARRENVILLE, ILLINOIS 60555 PHONE (630) 393-3060 FAX (630) 393-2152
10 S. RIVERSIDE PLAZA, SUITE 875 CHICAGO, ILLINOIS 60606 PHONE (312) 474-7841 FAX (312) 474-6099
2416 GALEN DRIVE CHAMPAIGN, ILLINOIS 61821 PHONE (217) 355-1902

REVISED SITE PLAN: JUNE 1, 2017
REVISED SITE PLAN: MAY 17, 2017
SITE PLAN DATED: APRIL 25, 2017

Jon P. Green, P.E.
IL. P.E. NO. 062-052108
Expires November 30, 2017

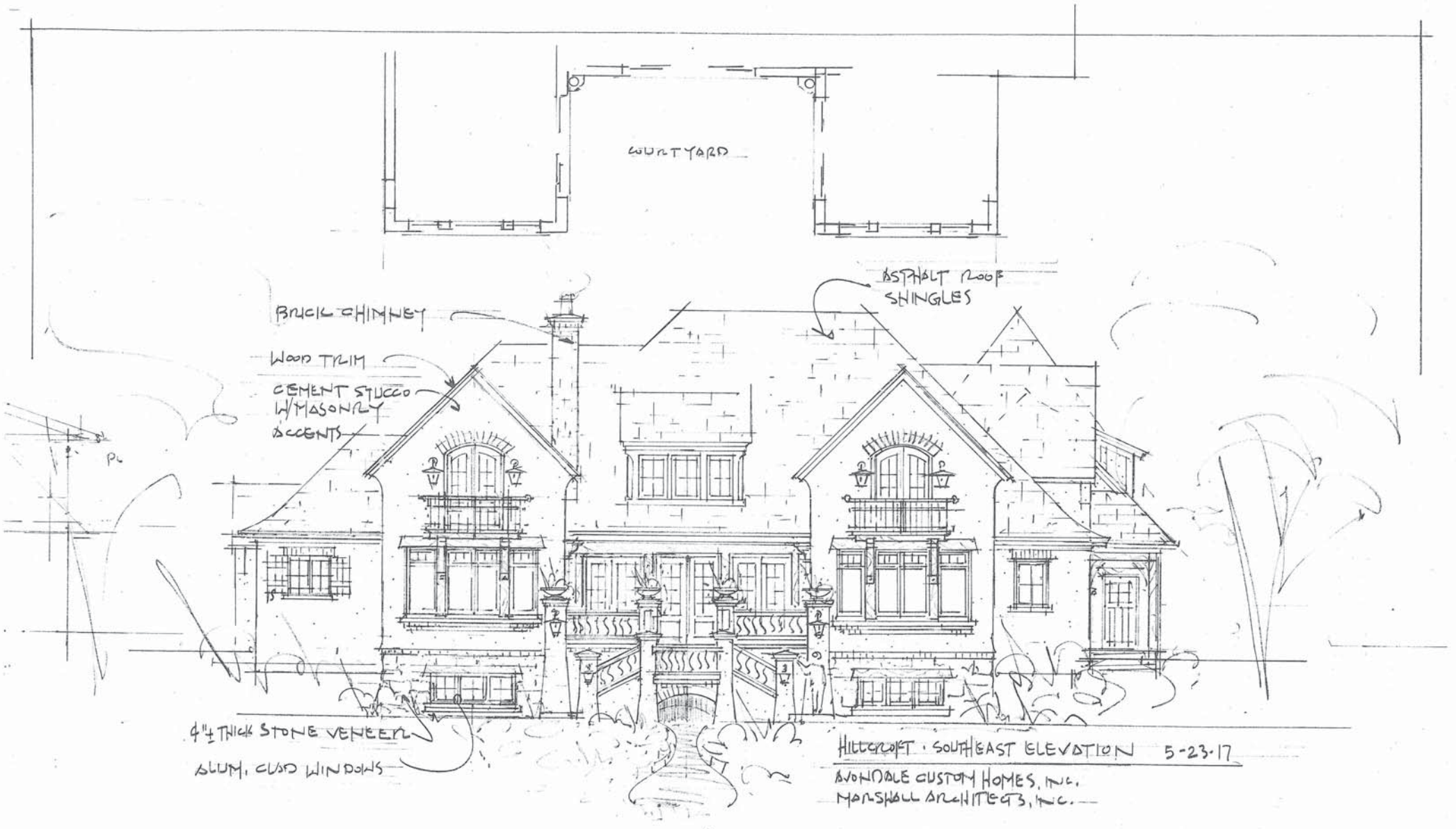
PROFESSIONAL DESIGN FIRM NUMBER: 184.001186

G:\PROJECTS\AvondaleCustomHomes\inc\16868.00 Hillcrest\Exhibit\14\Geneva\dgn\Chas (ANSI V)\16868 1147 Geneva Road.dwg Updated by: chrisvp 6/7/2017

BRICK CHIMNEY
ASPHALT ROOFING SHINGLE
VENEER BRICK & TIMBERS
ALUM. CLAD WINDOWS
STAINED WOOD SHUTTERS & TRIM
4" THICK BRICK VENEER
STAINED TIMBER PORCH POSTS & BEAMS
STANDING SEAM METAL ROOF AT FRONT PORCH
CEMENT STUCCO
HILLCROFT · ST. CHARLES, IL.
AVONDALE CUSTOM HOMES
MARSHALL ARCHITECTS, INC.
5-23-17
NORTHWEST ELEVATION

HILLCROFT · SOUTHWEST ELEVATION 5·23·17

AVONDALE CUSTOM HOMES, INC.
MARSHALL ARCHITECTS, INC.



HILLCROFT · SOUTHEAST ELEVATION 5-23-17

AVONDALE CUSTOM HOMES, INC.
MARSHALL ARCHITECTS, P.C.

HILLCROFT · NORTHEAST ELEVATION 5-23-17

AVONDALE CUSTOM HOMES, INC.
MARSHALL ARCHITECTS, INC.

#C5

Refer to:
Minutes 4-18-16
Page

City of St. Charles, Illinois

Ordinance No. 2016-Z-6

An Ordinance granting approval of special use for planned unit development and PUD Preliminary Plan for Hillcroft Estates, 1147 Geneva Road

Adopted by the
City Council
of the
City of St. Charles
April 18, 2016

Published in pamphlet form by authority of the City Council of the City of St. Charles, Kane and Du Page Counties, Illinois, April 23, 2016

Nancy Garrison
City Clerk

CITY OF ST. CHARLES INCORPORATED OCT 17 1874

(S E A L)

City of St. Charles
Ordinance No. 2016-Z- 6

An Ordinance Granting Approval of Special Use for Planned Unit Development and PUD Preliminary Plan for Hillcroft Estates, 1147 Geneva Road

WHEREAS, on or about October 5, 2015, Hillcroft Estates, LLC ("the Applicant") filed petitions for Special Use for Planned Unit Development and PUD Preliminary Plan for the real estate commonly known as 1147 Geneva Road and legally described in Exhibit "A"; said Exhibit being attached hereto and incorporated herein (the "Subject Property"), for the purpose of constructing four single-family homes on the property; and,

WHEREAS, Notice of Public Hearing on said petition for Special Use for Planned Unit Development was published on or about October 17, 2015, in a newspaper having general circulation within the City, to-wit, the Kane County Chronicle newspaper, as required by the statutes of the State of Illinois and the ordinances of the City; and,

WHEREAS, pursuant to said Notice, the Plan Commission conducted a public hearing on November 3, 2015 on said petition in accordance with the statutes of the State of Illinois and the ordinances of the City; and,

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

WHEREAS, the Plan Commission recommended approval of said Special Use for Planned Unit Development and PUD Preliminary Plan petitions on or about November 3, 2015; and,

WHEREAS, the Planning & Development Committee of the City Council recommended approval of said petitions on or about November 9, 2015; and,

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

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

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

2. That passage of this Ordinance shall constitute approval of Special Use for Planned Unit Development pursuant to the provisions of Title 17 of the St. Charles

Municipal Code, as amended, and based upon the Applicant's petitions and the evidence presented at the Public Hearing, the City Council hereby finds that the Special Use for Planned Unit Development is in the public interest and adopts the Criteria for Planned Unit Developments, set forth in Exhibit "B", which is attached hereto and incorporated herein.

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

- Preliminary Engineering Plans; Silver Edge Consultants LLC; revisions dated 3/1/2016
- Landscape Plan; Lannert Group; dated 3/22/2016
- Preliminary Plat of Subdivision; Dale Floyd Land Surveying LLC; not dated
- Tree Inventory and Preservation Plan; SavATree; not dated

4. The Subject Property shall be developed only in accordance with the requirements of the RS-3 Suburban Single-Family Residential Zoning District and all ordinances of the City now in effect and hereafter amended, except that the maximum building height shall be 60 ft., measured from existing grade at the 30 ft. front building setback line for each lot.

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

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 18th day of April, 2016.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 18th day of April, 2016.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois this 18th day of April, 2016.

Raymond P. Rogina, Mayor

Attest:

Nancy Garner
City Clerk

COUNCIL VOTE:

Ayes: 9
Nays: 0
Absent: 1
Abstain: 0

APPROVED AS TO FORM:

_____
City Attorney

DATE: _____

Exhibit "A"

Legal Description

THAT PART OF LOTS 2 AND 3 IN BLOCK 1, FOX GLADE PUD SUBDIVISION, UNIT NO. 1, ST. CHARLES, KANE COUNTY, ILLINOIS AND PART OF THE SOUTHEAST ¼ OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WESTERLY LINE OF GENEVA ROAD (ILLINOIS STATE ROUTE NO. 31) THAT IS 185.0 FEET SOUTHERLY OF THE SOUTHERLY LINE OF HORNE STREET, AS SHOWN ON THE PLAT OF RIVERVIEW ADDITION (MEASURED ALONG SAID WESTERLY LINE); THENCE SOUTH 19 DEGREES, 45 MINUTES, 0 SECONDS EAST ALONG SAID WESTERLY LINE 298.58 FEET TO A NORTHEAST CORNER OF LOT 97 IN THE OAKS OF ST. CHARLES, FOX GLAD PUD SUBDIVISION, UNIT NO. 2, ST. CHARLES, KANE COUNTY, ILLINOIS; THENCE SOUTH 83 DEGREES, 52 MINUTES, 0 SECONDS WEST ALONG A NORTHERLY LINE OF SAID LOT 97, 279.68 FEET TO A POINT THAT IS 20.0 FEET NORTH 83 DEGREES, 52 MINUTES, 0 SECONDS EAST OF THE SOUTHEAST CORNER OF LOT 4 IN BLOCK 1, FOX GLADE PUD SUBDIVISION, UNIT NO. 1; THENCE NORTH 14 DEGREES, 32 MINUTES, 24 SECONDS WEST 273.12 FEET TO A POINT ON THE NORTH LINE OF LOT 2 IN SAID BLOCK 1 THAT IS 20.0 FEET NORTH 86 DEGREES, 55 MINUTES, 26 SECONDS WEST OF THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 86 DEGREES, 55 MINUTES, 26 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 2, 20.0 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE NORTH 6 DEGREES, 10 MINTUES, 25 SECONDS WEST ALONG THE EASTERLY LINE EXTENDED NORTHERLY OF SAID BLOCK 1, 59.62 FEET TO A LINE DRAWN NORTH 87 DEGREES, 07 MINUTES, 14 SECONDS WEST PARALLEL WITH THE SOUTHERLY LINE OF SAID HORNE STREET FROM THE POINT OF BEGINNING; THENCE SOUTH 87 DEGREES, 07 MINUTES, 14 SECONDS EAST PARALLEL WITH SAID SOUTHERLY LINE 232.48 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

Exhibit "B"

CRITERIA FOR PLANNED UNIT DEVELOPMENTS

i. **The proposed PUD advances one or more of the purposes of the Planned Unit Development procedure stated in Section 17.04.400.A:**

1. **To promote a creative approach to site improvements and building design that results in a distinctive, attractive development that has a strong sense of place, yet becomes an integral part of the community.**
2. **To create places oriented to the pedestrian that promote physical activity and social interaction, including but not limited to walkable neighborhoods, usable open space and recreational facilities for the enjoyment of all.**
3. **To encourage a harmonious mix of land uses and a variety of housing types and prices.**
4. **To preserve native vegetation, topographic and geological features, and environmentally sensitive areas.**
5. **To promote the economical development and efficient use of land, utilities, street improvements, drainage facilities, structures and other facilities.**
6. **To encourage redevelopment of sites containing obsolete or inappropriate buildings or uses.**
7. **To encourage a collaborative process among developers, neighboring property owners and residents, governmental bodies and the community.**

The topography of the subject premises presents many challenges for redevelopment to be in compliance with current engineering standards. With the existing infrastructure surrounding the premises, the "infill" site also provides many opportunities. Detention basins required to manage impact of storm water onto Route 31 will also provide decorative water features where none presently exist. The old dilapidated residence existing on the site will be removed and extensive grading will be done to provide vehicular and pedestrian access to the 4 proposed single-family dwelling units. The common access from Route 31 will tie all units together to create a harmonious community of 4 distinctly different custom homes. Communication with neighbors and consultants has produced a strategy for preservation of existing interior vegetation and to satisfactorily maintain a fresher streetscape along Route 31.

ii. **The proposed PUD and PUD Preliminary Plans conform to the requirements of the underlying zoning district or districts in which the PUD is located and to the applicable Design Review Standards contained in Chapter 17.06, except where:**

A. Conforming to the requirements would inhibit creative design that serves community goals, or

B. Conforming to the requirements would be impractical and the proposed PUD will provide benefits that outweigh those that would have been realized by conforming to the applicable requirements.

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

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

With 30 feet of grade change, onsite excavation is minimized through installation of decorative retaining walls to lessen impact on existing trees and other vegetation as well as provide suitable building sites. An existing driveway will be eliminated and provide greater open space separation between neighbors and new homes. New access to all units will be provided over a private roadway and sidewalk, including a landscaped island near the detention basins and entrance from Route 31. Six guest parking spaces (including one handicap space) will be provided. The existing lilac hedge along Route 31 will be preserved, and trimmed to improve the appearance of the longstanding hereditament of the premises. The hedge also softens, and screens, the appearance of the roof ridgeline of the prestigious homes to be constructed.

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

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

The existing dwelling has fallen into disrepair and needs to be demolished. The Special Use will allow for the style and design of the proposed homes to be constructed, appropriate for the subject premises.

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

Since the redevelopment of the subject premises is considered "infill", all offsite utilities and access to the subject premises already existing; required onsite infrastructure will be provided as depicted on the final engineering plans.

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

The upscale nature of residences proposed for the subject premises will raise property values in the immediate area. With infill, the only impact on adjacent properties will be the connection to existing facilities across public rights of way. Use of adjacent properties will not be diminished nor impaired because of the proposed development.

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

Because adjacent properties have already been developed for their intended use and are occupied, additional development is unlikely, but would not be impeded.

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

As infill, the Special Use to allow redevelopment of the subject premises with the existing zoning classification will not be detrimental to or endanger the public health, safety, comfort or general welfare.

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

The redevelopment of the subject premises will conform to all regulations except those pertaining to building height restrictions, which are depicted on the Preliminary Engineering Plans.

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

The PUD will enable improvement of infill property near the entrance to the city that needs redevelopment; it will be compatible with adjacent land uses, and will raise the tax base with little additional burden to city infrastructure.

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

As infill, the PUD is consistent with the Comprehensive Plan.

Exhibit "C"

PUD PRELIMINARY PLAN
(17 pages)

PRELIMINARY ENGINEERING PLANS

HILLCROFT ESTATES

CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS

SITE, GRADING, DRAINAGE, PAVING & UTILITIES

2016

OWNER/DEVELOPER

AVONDALE CUSTOM HOMES, INC
P.O. BOX 3700
ST. CHARLES, IL 60174
(630) 584-7106

NOTES:

EXISTING BOUNDARY & SITE TOPOGRAPHIC SURVEY PROVIDED BY CRAIG R. KNOCHE & ASSOCIATES CIVIL ENGINEERS, P.C.
OFF-SITE TOPOGRAPHIC SURVEY PROVIDED BY DALE FLOYD LAND SURVEYING L.L.C.

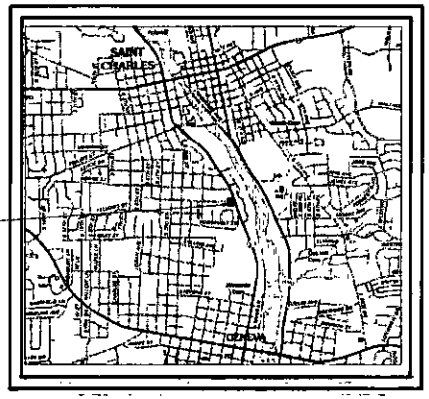
BENCHMARKS:

BENCHMARKS – (NAVD88)

5681 - CONCRETE FLOOR OF PICNIC SHELTER.
ELEVATION = 703.75

NOTE: DATUM HAS BEEN LOWERED 4.69 FT. TO MATCH THE DATA OF ST. CHARLES.

SITE LOCATION



LOCATION MAP
NOT TO SCALE

SHEET INDEX

1.) TITLE SHEET
2.) EXISTING CONDITIONS MAP
3.) PRELIMINARY SITE PLAN
4.) PRELIMINARY UTILITY PLAN
5.) PRELIMINARY GRADING & DRAINAGE PLAN
6.) PRELIMINARY ROADWAY PLAN & PROFILE
7.) PRELIMINARY OFF-SITE WATERMAIN

CALL J.U.L.I.E.
48 Hours (2 working days) Before You Dig.

PROFESSIONAL ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
S.S.
COUNTY OF KANE)

I, JOHN B. SPEHAGER, A LICENSED PROFESSIONAL ENGINEER OF ILLINOIS, HEREBY CERTIFY THAT THIS TECHNICAL SUBMISSION WAS PREPARED ON BEHALF OF AVONDALE CUSTOM HOMES, INC., BY SILVER EDGE CONSULTANTS LLC UNDER MY PERSONAL DIRECTION. THIS TECHNICAL SUBMISSION IS INTENDED TO BE USED AS AN INTEGRAL PART OF AND IN CONJUNCTION WITH THE PROJECT SPECIFICATION AND CONTRACT DOCUMENTS.

DATED THIS ____ DAY OF _____, A.D. 2016

_____
ILLINOIS LICENSED PROFESSIONAL ENGINEER No. 062-032151
MY LICENSE EXPIRES ON NOVEMBER 30, 2017

AVONDALE CUSTOM HOMES, INC
P.O. BOX 3700
ST. CHARLES, IL 60174
(630) 584-7106

Revisions					
Number	Date	Description	Number	Date	Description
1	5/16/16	REVISIONS PER CITY COMMENTS			

SILVER EDGE CONSULTANTS LLC
215 FULTON STREET
GENEVA, ILLINOIS 60134
(630) 800-4801
Illinois Professional Design Firm No. 184-005641
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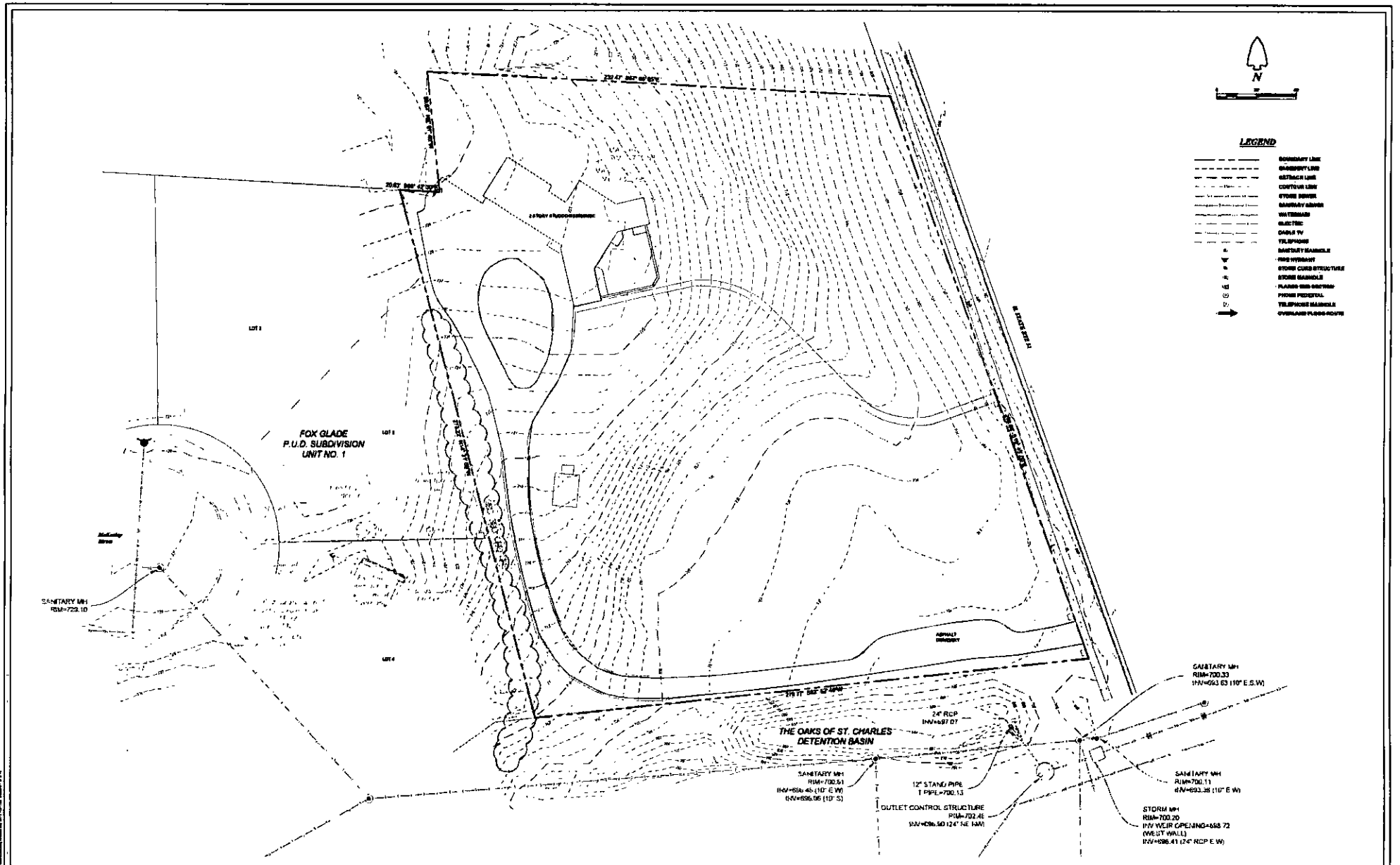
FILE NAME: Prelim Title.dwg
DRAWN BY: DMW
DATE: 5/16/2016



PREPARED FOR
AVONDALE CUSTOM HOMES, INC
P.O. BOX 3700
ST. CHARLES, IL 60174
(630) 584-7108

PREPARED BY
SILVER EDGE CONSULTANTS LLC
215 FULTON STREET
GENEVA, ILLINOIS 60134
(630) 208-4821

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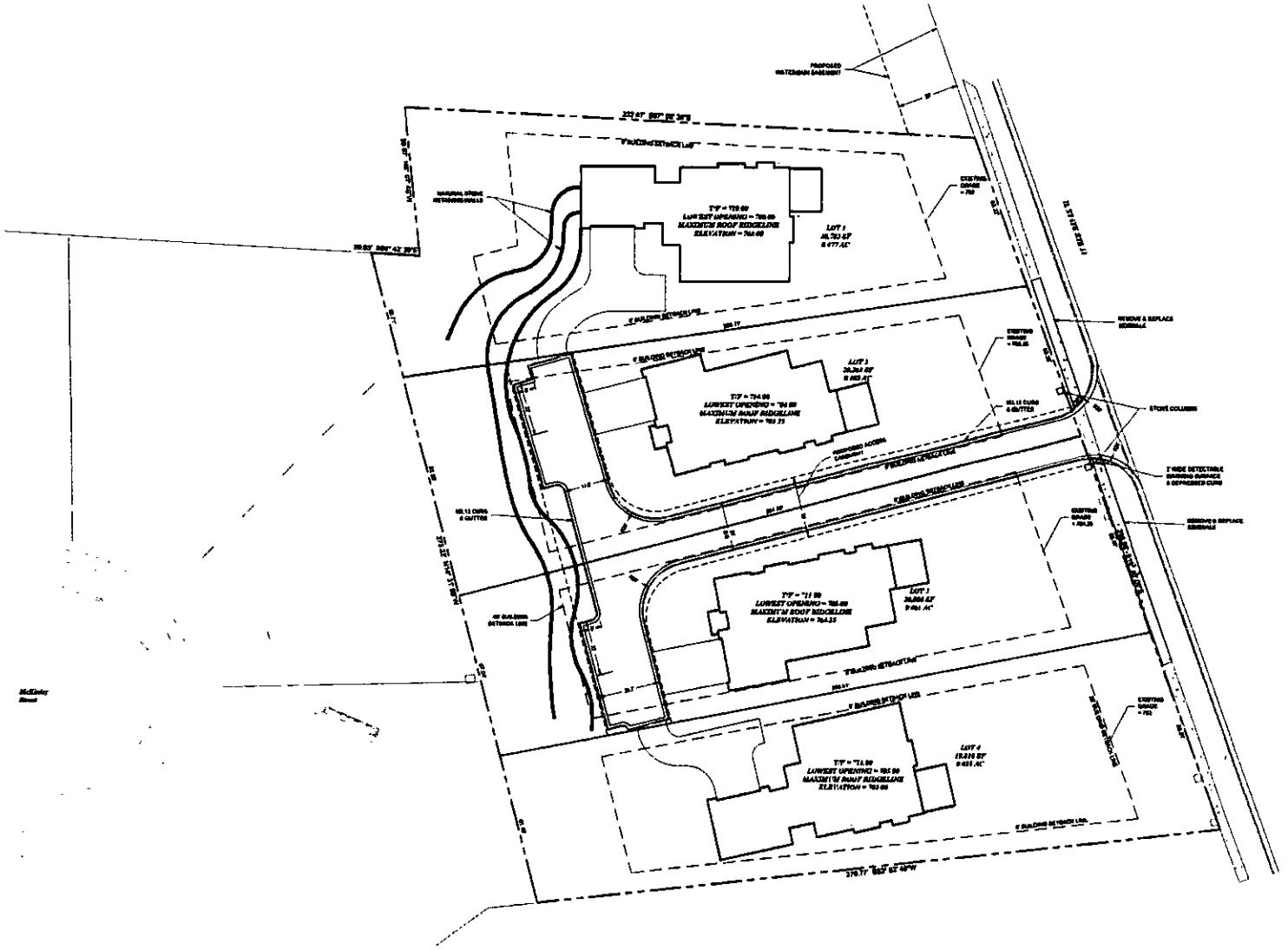
NUMBER	DATE	DESCRIPTION	NUMBER	DATE	DESCRIPTION
1	3/11/15	PRELIMINARY ENGINEERING			

HILLCROFT ESTATES - EXISTING CONDITIONS MAP

CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS

SHEET 3 OF 7



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AVONDALE CUSTOM HOMES, INC
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(630) 584-7106

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GENEVA, ILLINOIS 60134
(630) 600-4801
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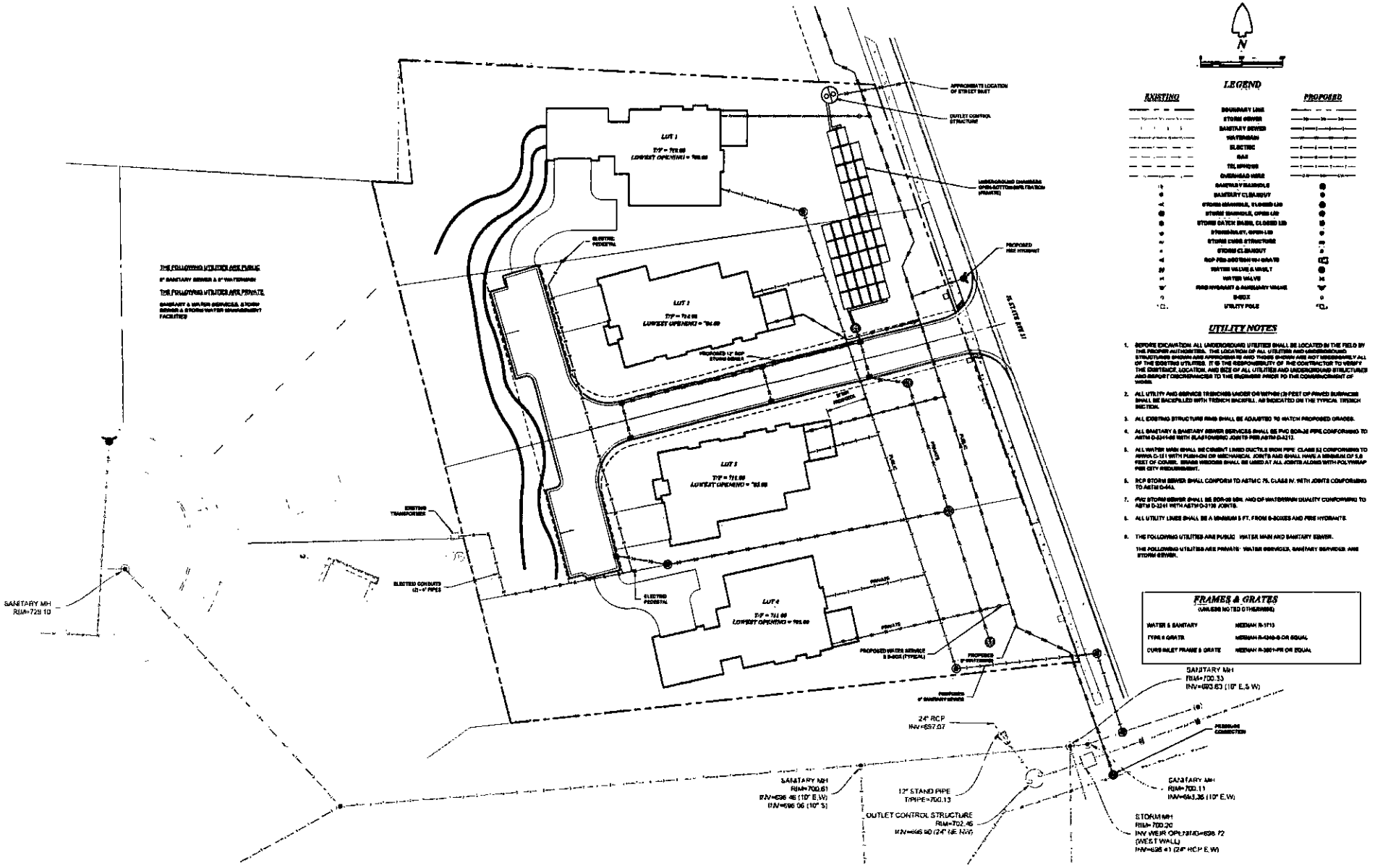
NUMBER	DATE	DESCRIPTION	NUMBER	DATE	DESCRIPTION
1	04/15/15	REVISED PER CITY COMMENTS			

HILLCROFT ESTATES - PRELIMINARY SITE PLAN
CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS

FILE NAME: P:\2015\15-0010\...	DESIGNED BY: JMS	JOB NO: 15-0010	GRID: E1NE30
DIRECTORY: C:\ADMIN\15-0010\	DRAWN BY: BBW	DATE: 04/15/15	SCALE: 1" = 30'

SHEET 3 OF 7



PREPARED FOR:	AVONDALE CUSTOM HOMES, INC P.O. BOX 3700 ST. CHARLES, IL 60174 (630) 584-7106
PREPARED BY:	SILVER EDGE CONSULTANTS LLC 218 FULTON STREET GENEVA, ILLINOIS 60134 (630) 802-4001
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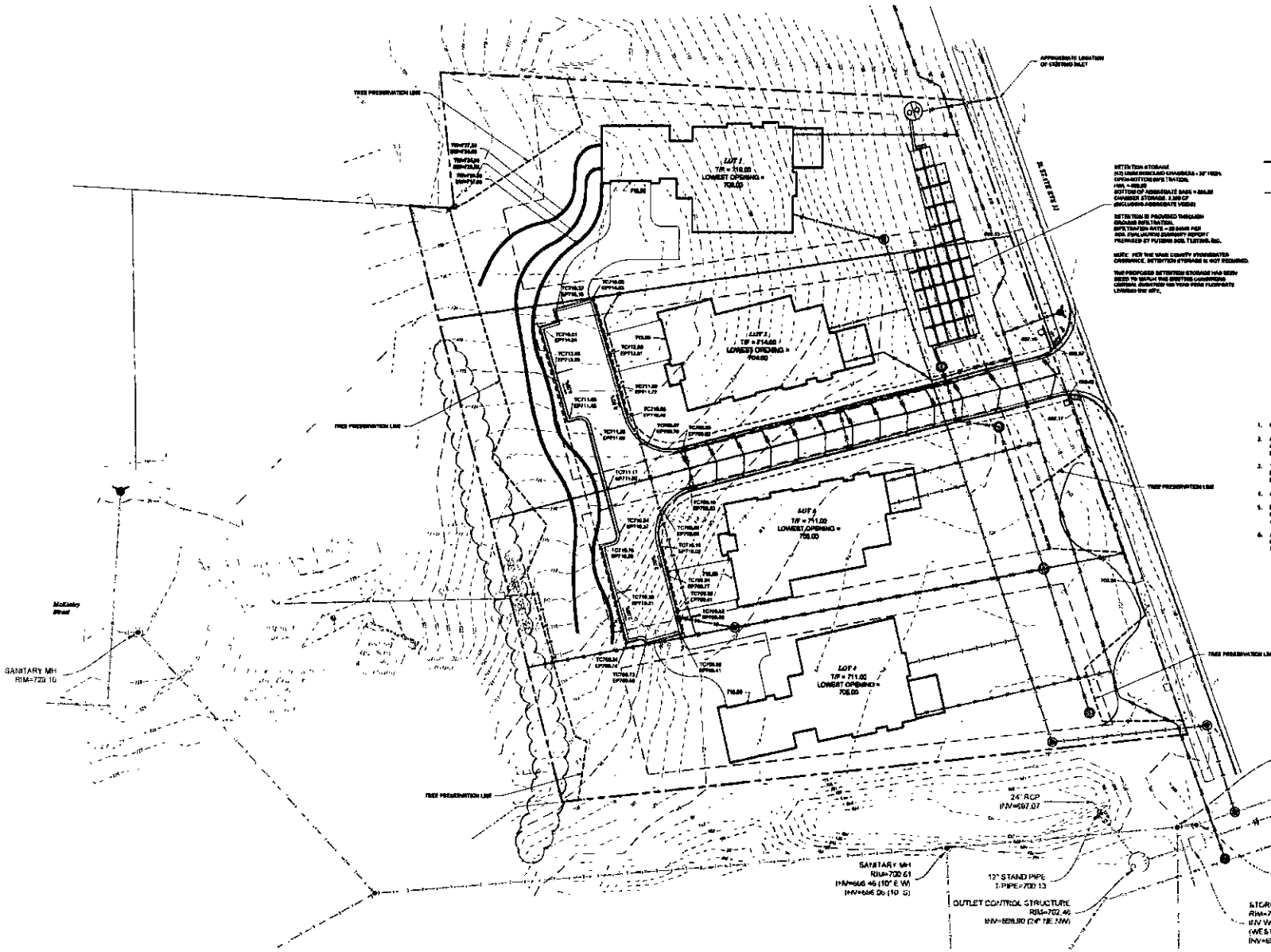
NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
1	[illegible]	PRELIMINARY CITY 2 REVIEW			

HILLCROFT ESTATES - PRELIMINARY UTILITY PLAN

CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS

FILE NAME: PRELIM UTILITY	DESIGNED BY: JSH	JOB NO.: 11-001	MAP TWP/RGE:
DIRECTORY: C:\SEC\11-001\	DRAWN BY: JSH	DATE: 3/30/15	SCALE: 1" = 30'

SHEET 4 OF 7



N

LEGEND

EXISTING		PROPOSED
	BOUNDARY LINE	
	CONTOUR LINE	
	STORM SEWER	
	SANITARY SEWER	
	WATERMAIN	
	STORM MANHOLE, CLOSED LID	
	STORM MANHOLE, OPEN LID	
	STORM CATCH BASIN, CLOSED LID	
	STORM CATCH BASIN, OPEN LID	
	STORM CLEANOUT	
	RCP FED SECTION W / GRATE	
	OVERLAND FLOOD ROUTE	

TC = TOP OF CURB
TBC = TOP OF BEFORE CURB
BF = BASE OF PAVEMENT
FL = FLOW LINE
SW = SIDEWALK
TW = TOP OF WALL
BW = GRADE AT BOTTOM OF WALL
ALL PROPOSED GRADES REFERENCE FINISHED GRADES, UNLESS NOTED OTHERWISE

GRADING NOTES

1. SITE GRADING SHALL NOT PROCEED UNTIL EROSION CONTROL MEASURES ARE IN PLACE.
2. A MINIMUM OF 6 INCHES OF TOPSOIL IS TO BE FURNISHED & PLACED IN ALL DISTURBED AREAS. THE PROPOSED ELEVATIONS ARE FINISHED GRADES. A MINIMUM OF SIX INCHES (6") OF TOPSOIL IS TO BE PLACED BEFORE FINISHED GRADE ELEVATIONS ARE ACHIEVED.
3. THE CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF ENTRANCES, VESTIBULES, STAIRS, RETAINING WALLS, RAMPS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING ENTRANCE LOCATIONS.
4. ALL SLOPES SHALL BE 4:1 (HORIZONTAL VERTICAL) MAXIMUM UNLESS NOTED OTHERWISE.
5. PAVEMENT SLOPES ACROSS HANDICAP PARKING STALLS AND ADJOINING ACCESS AISLES SHALL BE A MAXIMUM OF 2% IN ALL DIRECTIONS, OR IN ACCORDANCE WITH THE LATEST ADA STANDARDS.
6. ALL AREAS NOT PAVED SHALL BE LANDSCAPED IN ACCORDANCE WITH THE LANDSCAPE PLAN UNLESS NOTED OTHERWISE IN THE CONSTRUCTION DRAWINGS SITE SPECIFICATIONS OR INSTRUCTED BY THE DEVELOPER.

SITE TOPOGRAPHY HAS BEEN PROVIDED BY CRAIG S. KNOCHE & ASSOCIATES CIVIL ENGINEERS, P.C. THE DATUM HAS BEEN LOWERED 4.00 FT. TO MATCH THE OAKS OF ST. CHARLES.

TOPOGRAPHY WEST OF THE SITE TO MAGNLEY ST. WAS OBTAINED BY WESTERN SURVEYING & ENGINEERING, P.C.

PREPARED FOR
AVONDALE CUSTOM HOMES, INC
P.O. BOX 3700
ST. CHARLES, IL 60174
(630) 584-7108

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SILVER EDGE CONSULTANTS LLC
215 FULTON STREET
GENEVA, ILLINOIS 60134
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NUMBER	DATE	DESCRIPTION	NUMBER	DATE	DESCRIPTION
1					

HILLCROFT ESTATES - PRELIMINARY GRADING & DRAINAGE PLAN

CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS

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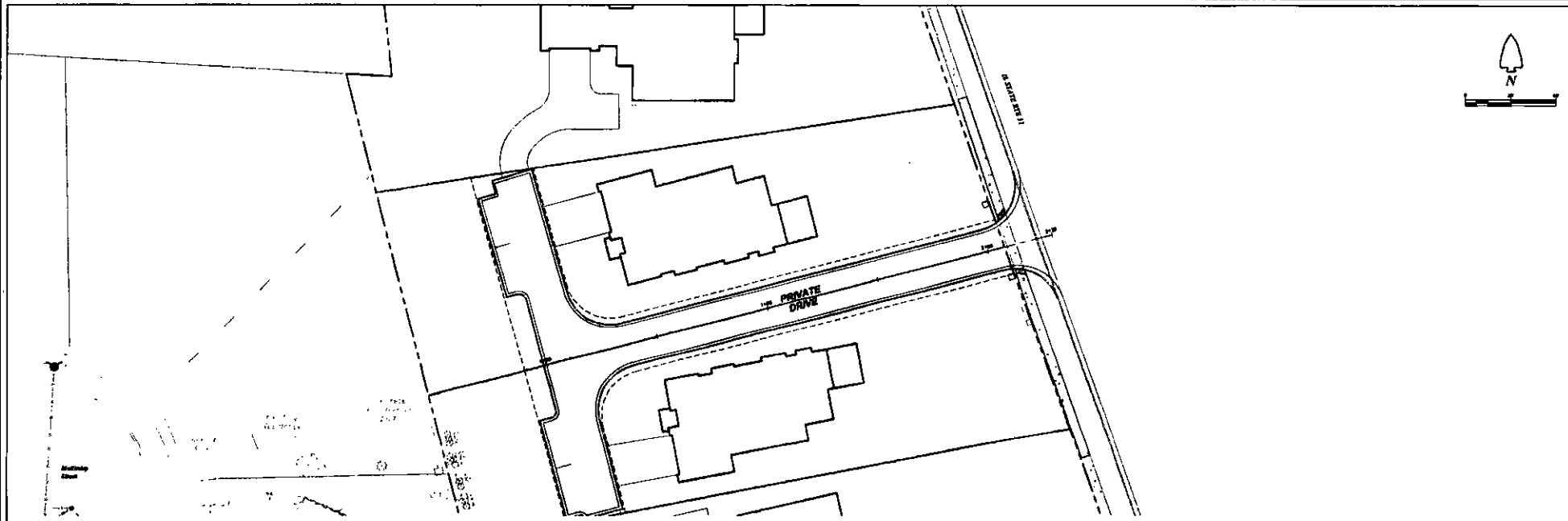

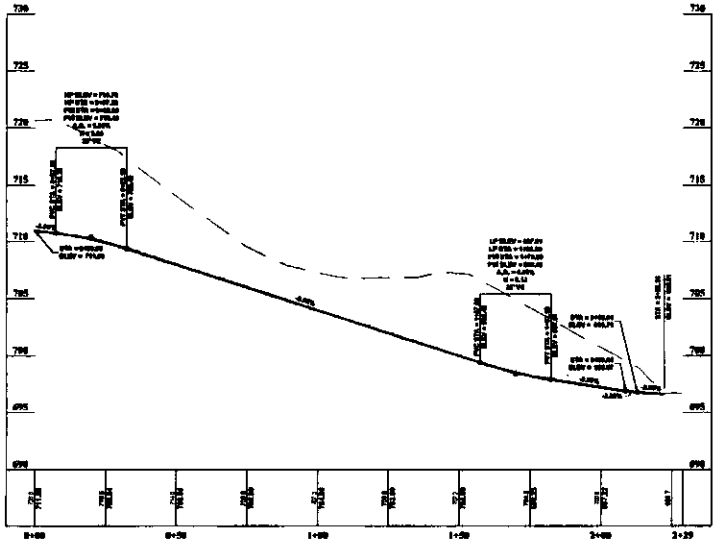

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ST. CHARLES, IL 60174
(630) 584-7106

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NUMBER	DATE	DESCRIPTION	NUMBER	DATE	DESCRIPTION
1	[illegible]	REVISED PER CITY COMMENTS			

HILLCROFT ESTATES - PRELIMINARY ROADWAY PLAN & PROFILE

CITY OF ST CHARLES, KANE COUNTY, ILLINOIS

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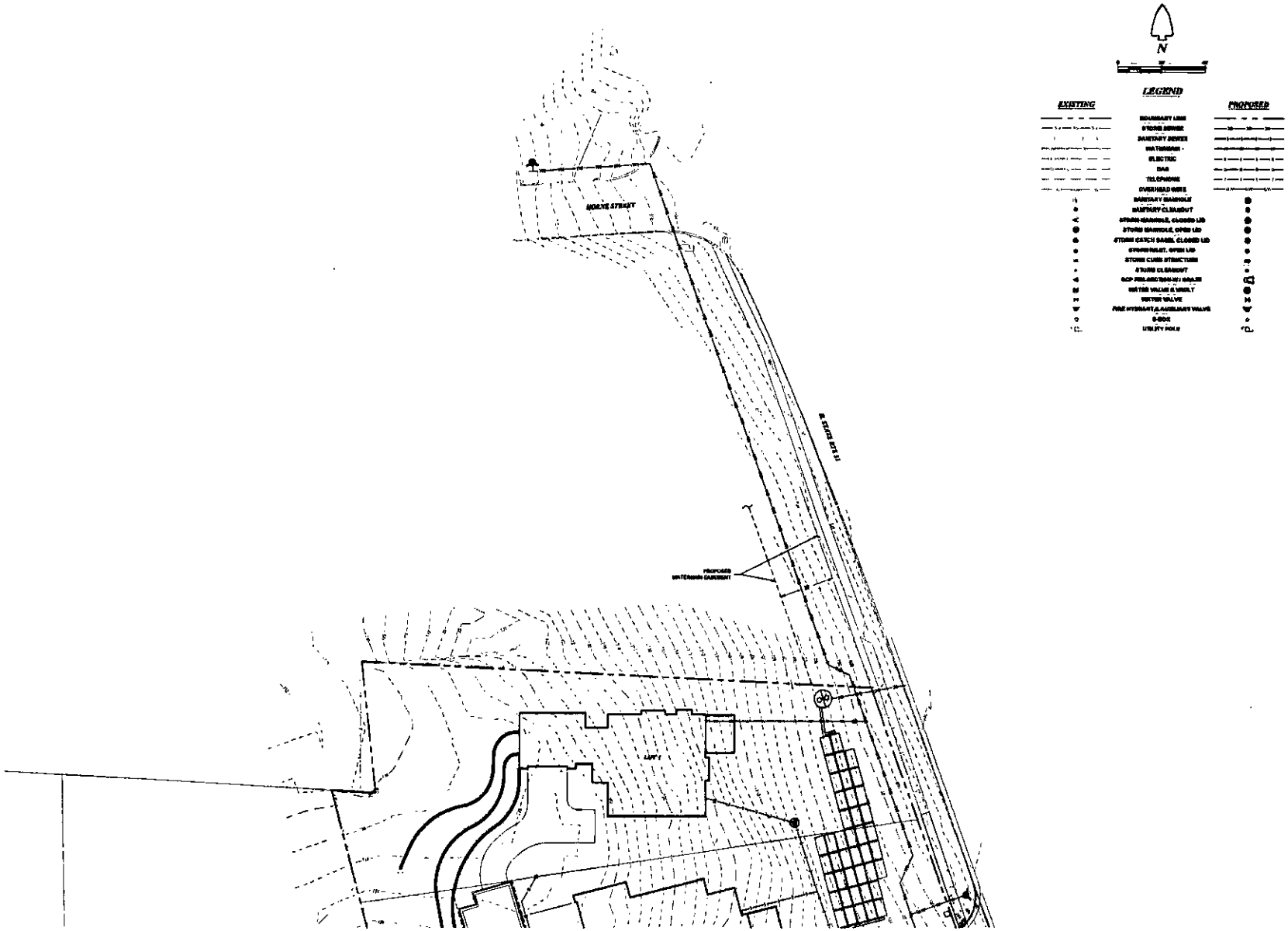

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REVISIONS					
NUMBER	DATE	DESCRIPTION	NUMBER	DATE	DESCRIPTION
1	[illegible]	REVISED PER CITY COMMENTS			

HILLCROFT ESTATES - PRELIMINARY OFF-SITE WATERMAIN

CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS

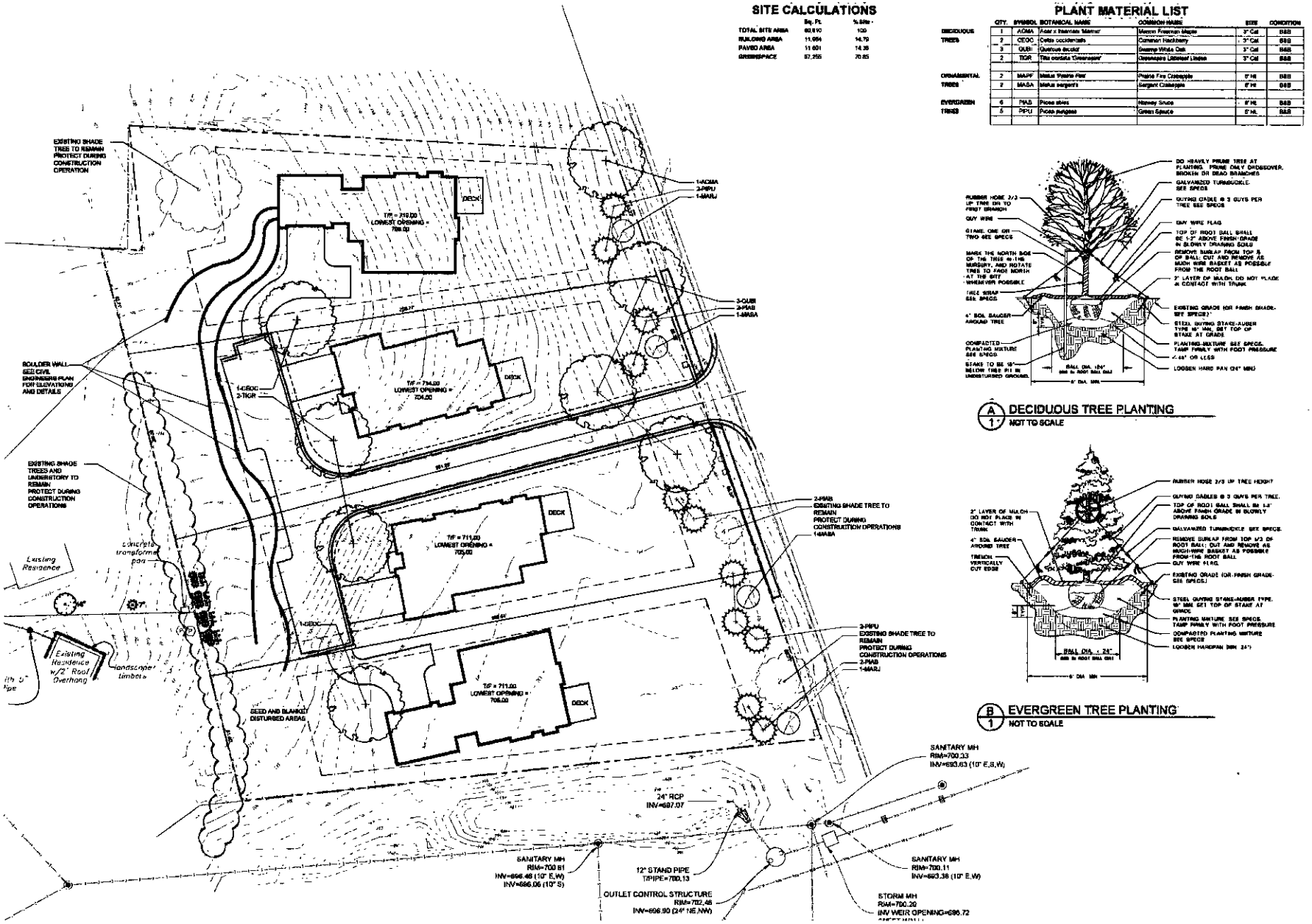
FILENAME: PRELIM-OFFSITE	DESIGNED BY: [illegible]	J.O.B.NO.: [illegible]	SPEC: PRESENS	SHEET 7 OF 7
DIRECTORY: CADD/HYDRO	DRAWN BY: [illegible]	DATE: [illegible]	SCALE: 1"=30'	

SITE CALCULATIONS

	Sq. Ft.	% Site
TOTAL SITE AREA	80,610	100
BUILDING AREA	11,994	14.79
PAVED AREA	11,601	14.39
GREENSPACE	57,255	70.85

PLANT MATERIAL LIST

	QTY.	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	CONDITION
DECIDUOUS TREES	1	ACMA	Acer x freemanii 'Marmo'	Marmo Freeman Maple	3" Cal	B&B
	2	CEOC	Celtis occidentalis	Common Hackberry	3" Cal	B&B
	3	QUBI	Quercus bicolor	Swamp White Oak	3" Cal	B&B
	2	TIGR	Tilia cordata 'Greenspire'	Greenspire Littleleaf Linden	3" Cal	B&B
ORNAMENTAL TREES	2	MAPF	Malus 'Prairie Fire'	Prairie Fire Crabapple	8' Ht.	B&B
	2	MASA	Malus sargenti	Sargent Crabapple	8' Ht.	B&B
EVERGREEN TREES	6	PIAB	Picea abies	Norway Spruce	8' Ht.	B&B
	5	PIPU	Picea pungens	Green Spruce	8' Ht.	B&B



A 1" DECIDUOUS TREE PLANTING
NOT TO SCALE

B 1" EVERGREEN TREE PLANTING
NOT TO SCALE

JOB NO. 1802
DATE 03.22.16
REVISIONS
DRAWN BY KL

HILLCROFT ESTATES
1147 GENEVA ROAD
ST. CHARLES, ILLINOIS 60174

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Lannert Group
Landscape Architecture • Planning • Community Consulting
215 Fulton Street
Geneva, Illinois 60134
(630) 208-8088
Fax/Home (630) 232-5000
http://www.lannert.com
lg@lannert.com

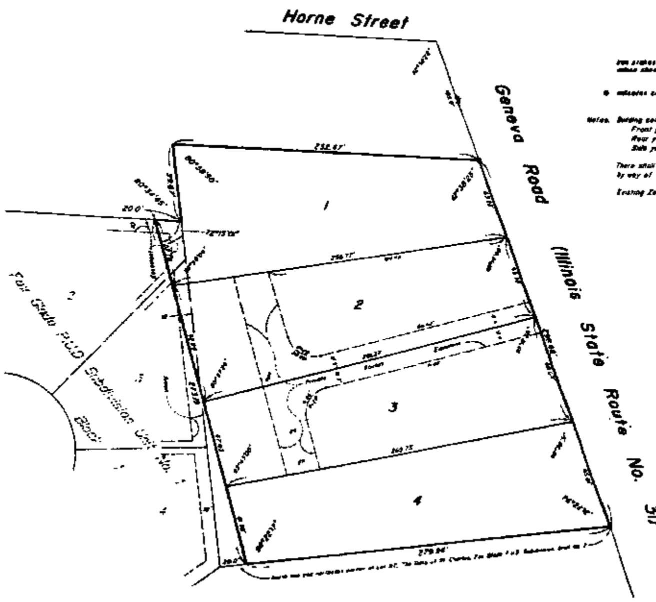
LANDSCAPE PLAN

NORTH
SCALE 1"=20'

SHEET NUMBER 1 OF 1

Hillcroft Estates

St. Charles   Kane County   Illinois



Iron stakes have been set at all lot corners and angle points unless shown otherwise

● indicates concrete monument

Notes. Building setbacks are as follows:
Front yard = 30'
Rear yard = 40'
Side yard = 6'

There shall be no direct access onto Geneva Road (Illinois State Route No. 31) except by way of "Private Access Easement" shown hereon.

Existing Zoning = RS-3 Residential

N

1" = 40'

Area of Subdivision = 1.859 Acres

Lot Areas (in square feet)

Lot	Total Area
1	20,782
2	20,266
3	20,092
4	19,825

Note: By executing this Plat of Subdivision, the City of St Charles hereby disclaims any and all duty or obligation, whether direct or indirect, or whether express or implied, to care for (including without limiting the foregoing, snow and ice removal or plowing), maintain, repair, replace, or refurbish all or any part of any improvement lying within that area designated hereon as "Private Access Easement". Such maintenance activities shall be the responsibility of Lot owners pursuant to Declaration of Private Access Easement Agreement recorded contemporaneously herewith.

UTILITY EASEMENT PROVISIONS

A permanent, non-exclusive easement is hereby reserved for and granted to the City of St Charles (hereinafter "City"), and to all public utility companies of any kind operating under franchise granting them easement rights from the City of St. Charles, including but not limited to, SBC, Nicor Gas Company, Comcast Cable and to their successors and assigns in, upon, across, under and through all Lots shown hereon, for the purpose of installing, constructing, reconstructing, inspecting, operating, replacing, renewing, altering, enlarging, removing, repairing, cleaning and maintaining electrical, cable television, communication, gas, telephone or other utility lines or appurtenances, sanitary sewers, storm sewers, drainage ways, storm water detention or retention and infiltration devices, water mains, and any and all manholes, hydrants, pipes, connections, catch basins, buffalo boxes, valves, and without limitation, such other installations as may be required to furnish public utility service to the subdivided area, and such appurtenances and additions thereto as said City and Utilities may deem reasonably necessary, together with the right of access thereto for the necessary personnel and equipment to do any or all of the above work, provided that no such easement shall extend into any area either now or hereafter improved with a permanent structure approved by the City. Following the completion of any construction or maintenance activities performed by the grantees hereof, ground surfaces shall be left in a generally clean and workmanlike condition, similar to that which had existed prior to the construction or maintenance activities, appropriately back-filled and compacted, finish graded and restored to their prior condition except for restoration of decorative paving materials. The right is also hereby granted to said City and Utility Companies to cut down, trim, or remove any trees, shrubs or other plants and objects that interfere with the operation of or access to said utility installations, in, on, upon, across, under or through said easement. Said easement may be used for planting of shrubs and landscaping and other purposes in accordance with final plan approved by said City of St. Charles, and provided such planting, landscaping or other purposes do not then or later interfere with the aforesaid uses and rights. Where said easement is used for storm or sanitary sewers, other utility installations shall be subject to the prior approval of said City of St. Charles, so as not to interfere with the gravity flow in said sewer or sewers. Said easement may be further reduced to corridors of not less than 10 feet in width which enclose the aforesaid utility facilities actually installed within the aforesaid utility easement. However, no amendment to the aforesaid easement shall be effective unless such amended easement is memorialized by an instrument executed by said grantor, or its successors and assigns, with written approval (which may not be unreasonably withheld) by the Engineering Department of said City, together with a plat of survey clearly indicating such utility locations and the appropriate easement restrictions therefor, and placed on record in the Kane County Recorder's Office

TREE PRESERVATION PROVISIONS

A Tree Protection Zone, as defined and depicted in a "Tree Inventory and Preservation Plan" prepared by Andrew Loeck, Registered Consulting Arborist #560, on file with the City of St Charles, is hereby established upon certain areas of all the Lots hereon platted for the purpose of protecting notable trees identified within said Plan according to practices enumerated therein

This plat has been approved by the Illinois Department of Transportation with respect to roadway access pursuant to Section 2 of "An Act to revise the law in relation to plats," as amended. A plan that meets the requirements contained in the Department's "Policy on Permits for access Driveways to State Highways" will be required by the Department

____
District Engineer

State of Illinois)
)ss
County of Kane)

This is to certify that I, Thomas J. Swek, an Illinois Professional Land Surveyor of Dale Floyd Land Surveying, L.L.C., have surveyed, subdivided and platted that part of Lots 2 and 3, Block 1, Fox Glade P.U.D. Subdivision, Unit No. 1, St Charles, Kane County, Illinois and that part of the Southeast Quarter of Section 34, Township 40 North, Range 8 East of the Third Principal Meridian, described as follows: Beginning at a point on the westerly line of Geneva Road (Illinois State Route No. 31) that is 185.0 feet southerly of the southerly line of Horne Street as shown on the plat of Riverview Addition (measured along said westerly line); thence continuing southerly along said westerly line 298.68 feet to a northeast corner of Lot 97, The Oaks of St Charles, Fox Glade P.U.D. Subdivision, Unit No. 2, St Charles, Kane County, Illinois; thence westerly along a northerly line of said Lot forming an angle of 76°22'12" with the last described course (measured counterclockwise therefrom) 279.94 feet to a point that is 20.0 feet easterly of the southeast corner of Lot 4, Block 1 in said Fox Glade P.U.D. Subdivision; thence northerly along a line forming an angle of 98°22'17" with the last described course (measured counterclockwise therefrom) 273.19 feet to a point on the northerly line of said Lot 2 that is 20.0 feet westerly of the northeast corner of said Lot 2; thence easterly along said northerly line forming an angle of 72°13'01", with the last described course (measured counterclockwise therefrom) 20.0 feet to the northeast corner of said Lot 2; thence northerly along the easterly line extended northerly of said Block 1 forming an angle of 80°34'45", with the last described course (measured clockwise therefrom) 53.67 feet to a line drawn parallel with the southerly line of said Horne Street from the point of beginning; thence easterly parallel with said southerly line forming an angle of 80°58'50" with the last described course (measured counterclockwise therefrom) 232.47 feet to the point of beginning in the City of St Charles, Kane County, Illinois and containing 1.859 acres as shown by the plat hereon drawn which is a correct representation of said survey and subdivision. I further certify that the foregoing described tract is located within the corporate limits of the City of St Charles, which has adopted an official comprehensive plan and that no part of said premises is located within a special flood hazard area as identified by the Federal emergency Management Agency (F.E.M.A.) based on Flood Insurance Rate Map Community Panel Number 17089C0268F dated December 20, 2002. All distances are given in feet and decimal parts thereof

Given under my hand and seal at Geneva, Illinois, this ____ day of ________________, 2016.

____
Illinois Professional Land Surveyor No. 035-003908
License expiration date November 30, 2016

State of Illinois)
)ss
County of Kane)

This is to certify that Maurice A. McNally and Kathleen M McNally are the owners of the land described in the foregoing surveyor's certificate and have caused the same to be surveyed, subdivided and platted as shown by the annexed plat for the uses and purposes therein set forth as allowed and provided by statute, the subdivision to be known as "HILLCROFT ESTATES, ST CHARLES, KANE COUNTY, ILLINOIS", and they hereby acknowledge and adopt the same under the style and title aforesaid. Said premises are located within Community Unit School District No. 303

Dated at St Charles, Illinois, this ____ day of ____________, 2016

____________________ Maurice A. McNally

____________________ Kathleen M. McNally

State of Illinois)
)ss
County of Kane)

I, ____________________, a Notary Public in and for the County and State aforesaid hereby certify that Maurice A. McNally and Kathleen M. McNally, who are personally known to me to be the same persons whose names are subscribed to the foregoing owners' certificate appeared before me this day in person and acknowledged the execution of the annexed plat and accompanying instrument as their free and voluntary act

Given under my hand and Notarial Seal, this ____ day of ____________, 2016

____
Notary Public

State of Illinois)
)ss
County of Kane)

This is to certify that I, John A. Cunningham, County Clerk in and for the County and State aforesaid, find no redeemable tax sale, unpaid forfeiture taxes or unpaid current taxes against any of the real estate described in the foregoing surveyor's certificate

Dated at Geneva, Illinois, ____________, 2016

____
County Clerk

State of Illinois)
)ss
County of Kane)

I hereby certify that there are no delinquent or unpaid forfeited special assessments or any deferred installments thereof that have not been apportioned against any of the land described on the attached plat

Dated at St Charles, Illinois, this ____ day of ____________, 2016

____
Collector of Special Assessments

State of Illinois)
)ss
County of Kane)

Accepted and approved by the Plan Commission of the City of St Charles, Kane County, Illinois this ____ day of ____________, 2016.

By: ____________________
Chairman

State of Illinois)
)ss
County of Kane)

I, ____________________, do hereby certify that the required improvements have been installed or the required guarantee bond has been posted for the completion of all required land improvements

Dated at St Charles, Illinois, this ____ day of ____________, 2016.

____
Director of Community Development

State of Illinois)
)ss
County of Kane)

Accepted and approved by the City Council of the City of St Charles, Kane County, Illinois this ____ day of ____________, 2016

By: ________________ Mayor   Attest ________________ City Clerk

State of Illinois)
)ss
County of Kane)

This instrument No. ____________, was filed for record in the Recorder's Office of Kane County, Illinois, on the ____ day of ____________, 2016, at ____ o'clock ____ M. and was recorded in Plat Envelope No. ____________

____
County Recorder

Prepared for:
Hillcroft Estates L.L.C.
36W442 Hunters' Gate Road
St. Charles, Illinois 60175

Prepared by:
Dale Floyd Land Surveying L.L.C.
2600 Keslinger Road Suite A
Geneva, Illinois 60134

Hillcroft Estates_2016-0325.dwg

Tree Inventory and Preservation Plan

1147 Geneva Road

St. Charles, Illinois

Prepared By

Andrew Lueck

Registered Consulting Arborist #560

ISA Certified Arborist # IL-4641A

SAVATREE®

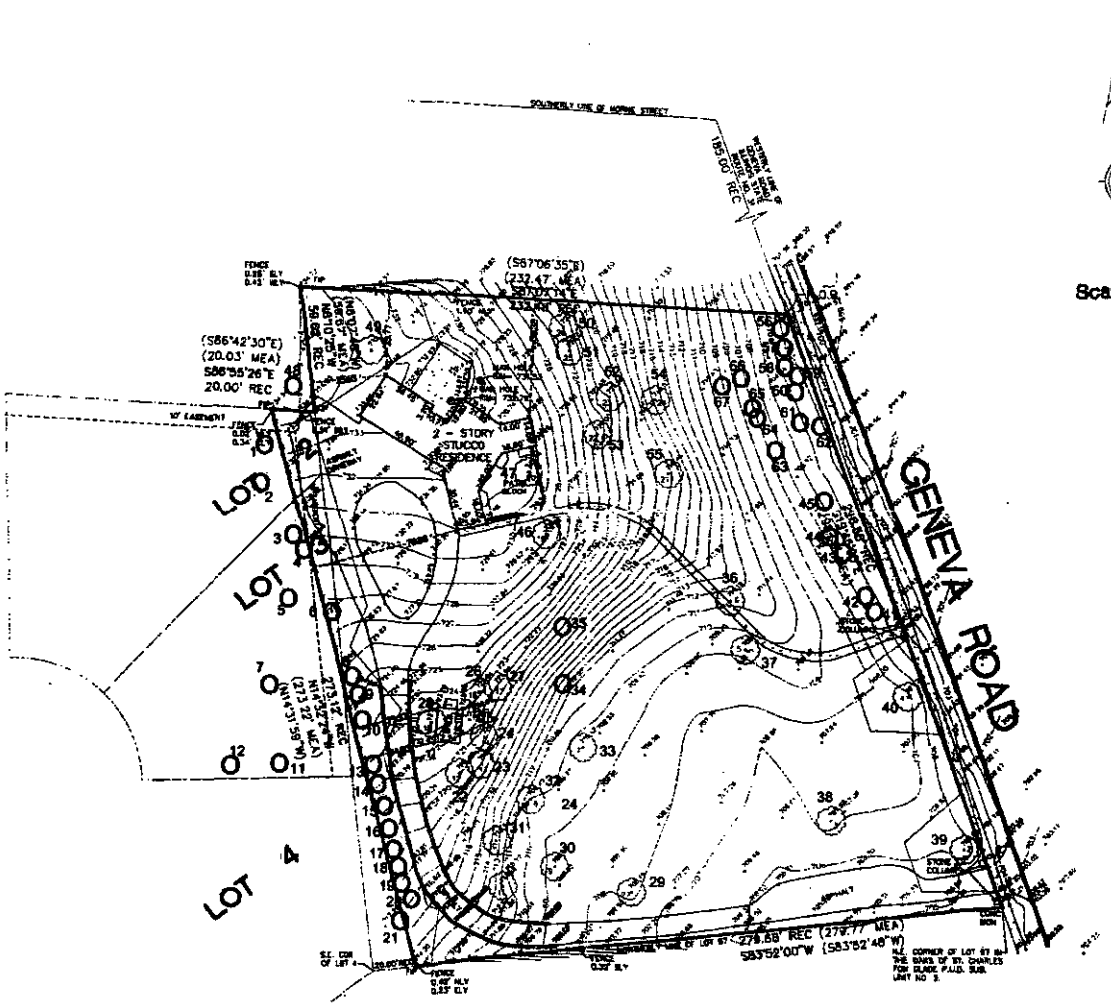
The Consulting Group

PLAT OF SURVEY

DALE FLOYD LAND SURVEYING

2600 Kesinger Road, Suite 15
Geneva, Illinois 60134
Phone:(630)232-7705 Fax:(630)232-7725

THAT PART OF LOTS 2 AND 3 IN BLOCK 1, FOX GLADE P.U.D. SUBDIVISION, UNIT NO. 1, ST. CHARLES, KANE COUNTY, ILLINOIS, AND PART OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WESTERLY LINE OF GENEVA ROAD (ILLINOIS STATE ROUTE NO. 31) THAT IS 185 FEET SOUTHERLY OF THE SOUTHERLY LINE OF HORNE STREET, AS SHOWN ON THE PLAT OF RIVERVIEW ADDITION (MEASURED ALONG SAID WESTERLY LINE); THENCE SOUTH 19 DEGREES, 45 MINUTES, 0 SECONDS EAST ALONG SAID WESTERLY LINE 298.58 FEET TO A NORTHEAST CORNER OF LOT 97 IN THE OAKS OF ST. CHARLES, FOX GLADE P.U.D. SUBDIVISION, UNIT NO. 2, ST. CHARLES, KANE COUNTY, ILLINOIS; THENCE SOUTH 83 DEGREES, 52 MINUTES, 0 SECONDS WEST ALONG A NORTHERLY LINE OF SAID LOT 97, 279.68 FEET TO A POINT THAT IS 20.0 FEET NORTH 83 DEGREES, 52 MINUTES, 0 SECONDS EAST OF THE SOUTHEAST CORNER OF LOT 4 IN BLOCK 1 IN FOX GLADE P.U.D. SUBDIVISION, UNIT NO. 1, THENCE NORTH 14 DEGREES, 32 MINUTES, 24 SECONDS WEST 273.12 FEET TO A POINT ON THE NORTH LINE OF LOT 2 IN SAID BLOCK 1 THAT IS 20.0 FEET NORTH 86 DEGREES, 55 MINUTES, 26 SECONDS WEST OF THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 86 DEGREES, 55 MINUTES, 26 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 2, 20.0 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE NORTH 6 DEGREES, 10 MINUTES, 25 SECONDS WEST ALONG THE EASTERLY LINE EXTENDED NORTHERLY OF SAID BLOCK 1, 59.62 FEET TO A LINE DRAWN NORTH 87 DEGREES, 07 MINUTES, 14 SECONDS WEST PARALLEL WITH THE SOUTHERLY LINE OF SAID HORNE STREET FROM THE POINT OF BEGINNING, THENCE SOUTH 87 DEGREES, 07 MINUTES, 14 SECONDS EAST PARALLEL WITH SAID SOUTHERLY LINE 232.48 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.
COMMONLY KNOWN AS: 1147 GENEVA ROAD, ST. CHARLES, ILLINOIS.



UPDATE: 9-17-2003 ADDED TOPOGRAPHY

NOTE: This professional service conforms to the current Illinois minimum standards for a boundary survey.

Compare all points before building by same and at once report any difference

Structure located 8-9-2003

Illinois Professional Land Surveyor No. 035-002876
Job No. 000693-1

License expiration date 11-30-2004

State of Illinois
County of Kane S.S.

I, DALE A. FLOYD, Do hereby certify that the above described property has been surveyed under my supervision, in the manner represented on the plat hereon drawn.
Dimensions are shown in feet and decimal parts thereof.

Geneva, Illinois 9-23 A.D. 2003

Illinois Professional Land Surveyor No. 035-002876

ID	DBH	Other Stems	Common	Scientific	Cond.	R	RP	CP	PF	M	I	Notes
1	6		Hackberry	*Celtis occidentalis*	Good			x	x	x	x	Lean over drive
2	14		Bur oak	*Quercus macrocarpa*	Good		x	x	x	x	x	5' lean over fence
3	22		White oak	*Quercus alba*	Good		x	x	x	x	x	15' lean over drive.
4	12		Red oak	*Quercus rubra*	Fair		x	x	x	x	x	Joined at base with #3
5	20		Linden	*Tilia americana*	Good		x	x	x	x	x	
6	30		Red oak	*Quercus rubra*	Good		x	x	x	x	x	Crown to middle of circle. 12' drive clearance
7	24		Red oak	*Quercus rubra*	Fair		x	x	x	x	x	Not over drive
8	8		Redcedar	*Juniperus virginiana*	Fair			x	x	x	x	
9	7		Redcedar	*Juniperus virginiana*	Fair			x	x	x	x	
10	32		Red oak	*Quercus rubra*	Fair		x	x	x	x	x	Slight lean away from drive. 14' over fence
11	10		White pine	*Pinus strobus*	Good							
12	16		Norway maple	*Acer platanoides*	Good							
13	6	4,4	Redcedar	*Juniperus virginiana*	Fair			x	x	x	x	
14	7	4,4,4	Redcedar	*Juniperus virginiana*	Fair			x	x	x	x	
15	7	6,4,3	Redcedar	*Juniperus virginiana*	Fair			x	x	x	x	
16	8	5,4,4	Redcedar	*Juniperus virginiana*	Fair			x	x	x	x	
17	7	6,4,3	Redcedar	*Juniperus virginiana*	Fair			x	x	x	x	
18	7	6	Redcedar	*Juniperus virginiana*	Poor			x	x	x	x	
19	7	6,3	Redcedar	*Juniperus virginiana*	Fair			x	x	x	x	
20	6	5,3	Redcedar	*Juniperus virginiana*	Fair			x	x	x	x	
21	26		Red Oak	*Quercus rubra*	Good		x	x	x	x	x	25' over fence. 15' height over fence
22	15		Arborvitae	*Thuja occidentalis*	Fair	x						
23	12	9	Arborvitae	*Thuja occidentalis*	Fair	x						Bad junction
24	14	12	Arborvitae	*Thuja occidentalis*	Fair	x						Bad junction
25	8	6	Arborvitae	*Thuja occidentalis*	Fair	x						
26	13	8,7,4	Arborvitae	*Thuja occidentalis*	Fair	x						
27	7	6,4,4	Arborvitae	*Thuja occidentalis*	Fair	x						
28	18		Red oak	*Quercus rubra*	Poor	x						Large wound/decay at base
29	10		Norway maple	*Acer platanoides*	Fair	x						Wound/decay in stem
30	17		Norway spruce	*Picea abies*	Good	x						Must remove due to LOD. Will be replaced with hackberry
31	13		White spruce	*Picea glauca*	Fair	x						
32	17		Norway spruce	*Picea abies*	Fair	x						Large girdling root
33	16		Norway spruce	*Picea abies*	Good	x						

ID	DBH	Other Stems	Common	Scientific	Cond.	R	RP	CP	PF	M	I	Notes
34	6	5,5,4,4,3	Amur maple	*Acer ginnala*	Poor	x						Heavy suckering
35	6	5,5,4,4,3	Redbud	*Cercis canadensis*	Fair	x						
36	15		Linden	*Tilia americana*	Fair	x						
37	14		Austrian pine	*Pinus nigra*	Fair	x						Moderate diplodia
38	26		Norway maple	*Acer platanoides*	Poor	x						Poor structure. Dead limbs. Stem crack
39	37		Red oak	*Quercus rubra*	Fair		x	x	x	x	x	
40	35		White oak	*Quercus alba*	Fair		x	x	x	x	x	
41	7		Mulberry	*Morus sp.*	Fair	x						
42	7		Black cherry	*Prunus serotina*	Fair	x						
43	8		Boxelder	*Acer negundo*	Fair	x						
44	10		Black cherry	*Prunus serotina*	Fair	x						
45	10		American elm	*Ulmus americana*	Fair	x						
46	12	10	Redbud	*Cercis canadensis*	Fair	x						
47	37		Bur oak	*Quercus macrocarpa*	Poor	x						Mostly dead
48	12		Hackberry	*Celtis occidentalis*	Good		x	x	x	x	x	Crown 8' over fence
49	27		White oak	*Quercus alba*	Good		x	x	x	x	x	
50	31		Bur oak	*Quercus macrocarpa*	Poor	x						Mostly dead
51	28		White oak	*Quercus alba*	Fair	x						1-sided to south
52	12		White pine	*Pinus strobus*	Good	x						Overtopped by oak
53	13		White pine	*Pinus strobus*	Good	x						
54	18		White pine	*Pinus strobus*	Good	x						
55	33		Norway spruce	*Picea abies*	Good	x						
56	8		Boxelder	*Acer negundo*	Fair	x						
57	9		Green ash	*Fraxinus pennsylvanica*	Dead	x						
58	15		Black cherry	*Prunus serotina*	Fair	x						
59	7		American elm	*Ulmus americana*	Fair	x						
60	9		Black cherry	*Prunus serotina*	Fair	x						
61	7		Green ash	*Fraxinus pennsylvanica*	Poor	x						50% Dead
62	13		Boxelder	*Acer negundo*	Fair	x						
63	12	8	Hemlock	*Tsuga canadensis*	Fair	x						
64	12		Hemlock	*Tsuga canadensis*	Fair	x						
65	6		American elm	*Ulmus americana*	Fair	x						
66	6		Hemlock	*Tsuga canadensis*	Fair	x						

ID	DBH	Other Stems	Common	Scientific	Cond.	R	RP	CP	PF	M	I	Notes
67	11		Hemlock	*Tsuga canadensis*	Fair	x						

Poor - The tree appears unhealthy and may have significant structural defects.
Fair - The tree has structural or health issues that could decrease likelihood of survival during construction
Good - Overall, the tree is healthy and satisfactory in condition and form. The tree has no major structural problems.

Actions:

R - Remove	M - Mulch
RP - Root Prune	I - Irrigate
P - Crown Prune	PF - Protection Fence

Recommendations

Tree protection zone - Defined for all trees within and adjacent to the construction zone as a radial distance of 1 foot per inch in tree diameter. **Temporary fencing** (4 feet high) shall be installed at the edge of all tree protection zones. Fence shall completely encircle the tree.

Activities prohibited within the Tree Protection Zone include:

- Parking vehicles or equipment, storage of building materials, refuse, or excavated soils, or dumping poisonous material on or around trees and roots. Poisonous materials include, but are not limited to paint, petroleum products, concrete, stucco mix, dirty water or any material that may be harmful to tree health.
- The use of tree trunks as a backstop, winch support, anchorage, as a temporary power pole, signpost or other similar function.
- Cutting of tree roots by utility trenching, foundation digging, placement of curbs and trenches, or other miscellaneous excavations without prior approval of the project arborist
- Soil disturbance, drainage or grade change.
- No machinery or equipment shall be used within the protection fence. Work within the protection zone shall be done manually.
- Removal of asphalt by any means other than by hand or with lightweight equipment that will not compact the soil or sever tree roots.

The following actions will be performed on an as-needed basis to help ensure tree health. All work should be done in accordance with applicable ANSI A300 Standards.

Removal: Trees will be removed if they cannot reasonably be expected to survive construction due to either poor health or proximity to construction activities.

Crown pruning - Trees will be pruned to promote health and proper structure and to provide clearance for construction activities. Tree crowns should be raised to allow clearance for construction activities. Dead limbs larger than 1 inch should be removed. Oak trees should be pruned from the months of October - March only to reduce risk of oak wilt transmission.

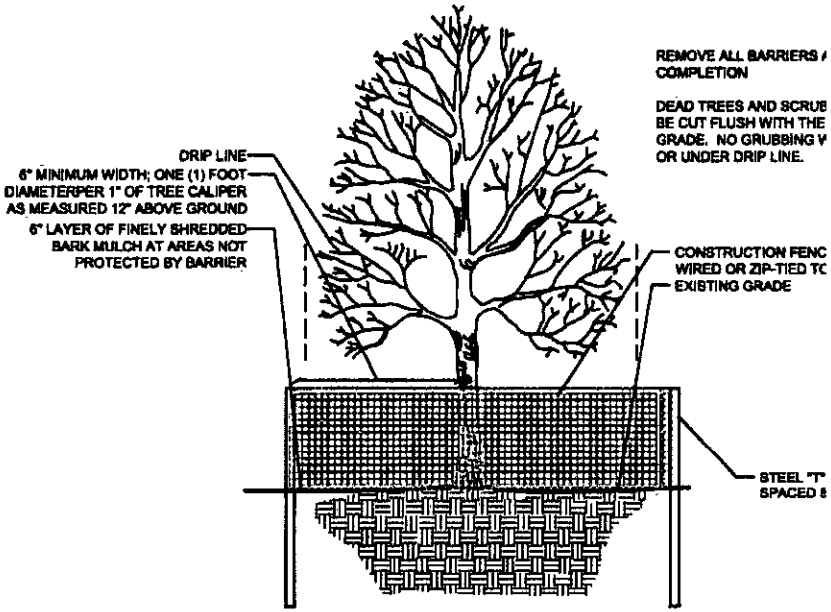
Root Pruning - Trees whose roots extend into the construction zone will have their roots pruned at the edge of the zone to prevent damage during construction. Root should be pruned to 18-24 inches below grade.

Irrigation - Trees will be irrigated before and during construction.

Mulch - Shredded hardwood, free of deleterious materials. Mulch should be spread within the TPZ prior to construction to a four to six inch depth, leaving the trunk clear of mulch. This will aid in inadvertent soil compaction and moisture loss.

Fertilization - Fertilization and other soil needs should be determined at a later date based on soil sampling and actual construction impacts.

Signage - Signs stating "No Entry, Tree Preservation Area" shall be placed along temporary fencing.



Sample specification for tree protection fencing.

Sample of tree preservation signage

SAVATREE.

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

Certificate

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

I further certify that on April 18, 2016, the Corporate Authorities of such municipality passed and approved Ordinance No. 2016-Z-6, entitled

"An Ordinance granting approval of special use for
planned unit development and PUD Preliminary Plan
for Hillcroft Estates, 1147 Geneva Road"

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

The pamphlet form of Ordinance No. 2016-Z-6, including the Ordinance and a cover sheet thereof was prepared, and a copy of such Ordinance was posted in the municipal building, commencing on April 23, 2016, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

DATED at St. Charles, Illinois, this 18th day of April, 2016.

(S E A L)

Nancy Garrison
Municipal Clerk

ST. CHARLES SINCE 1834	**AGENDA ITEM EXECUTIVE SUMMARY**	Agenda Item number: 3c.
	Title:	Recommendation to approve a Final Plat of Subdivision for Prairie Winds of St. Charles PUD
	Presenter:	Russell Colby

Meeting: Planning & Development Committee	Date: June 12, 2017	
Proposed Cost: N/A	Budgeted Amount: N/A	Not Budgeted: ☐

Executive Summary (*if not budgeted please explain*)**:**

Prairie Winds is a 250-unit multi-family residential development approved for a 20.5 acre site on the north side of Bricher Rd., west of Lowe's. In May 2017, the City approved development of the site under PUD Ordinance No. 2017-Z-10.

The developer, Prairie Winds, LLC, has now submitted for Final Plat of Subdivision approval, with corresponding Final Engineering plans. The Final Plat is in substantial conformance with the Preliminary Plat of Subdivision approved under the PUD Ordinance. A single lot is proposed. A zoning deviation to allow more than one multi-family building on a lot was granted under the PUD Ordinance.

A condition of approval set forth in the PUD Ordinance was that review comments from the City of Geneva with respect to Bricher Rd. access be resolved prior to City Council approval of the Final Plat. Geneva's comments have been resolved. A right-turn lane will be provided at the main (eastern) entrance only. The undedicated portion of Bricher Rd. has been conveyed to and accepted by the City of Geneva. Geneva staff have indicated they will sign the Final Plat upon approval by St. Charles

The developer has submitted a revised Final Plat and Final Engineering plans in response to staff review comments of the initial submittal. The revised Final Plat addresses most of these comments. Revised Final Engineering plans are under review. All outstanding staff comments will need to be addressed prior to City Council approval of the Final Plat.

Per Section 16.04.080 of the Subdivision Code, Plan Commission review of the Final Plat is not required because it was submitted within 60 days of City Council approval of the Preliminary Plat.

Attachments (*please list*)**:**
Final Plat Application, Final Plat, PUD Ordinance No. 2017-Z-10

Recommendation/Suggested Action (*briefly explain*)**:**
Recommendation to approve a Final Plat of Subdivision for Prairie Winds of St. Charles PUD, subject to resolution of outstanding staff comments prior to City Council action.

CITY OF ST. CHARLES

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

COMMUNITY & ECONOMIC DEV./PLANNING DIVISION PHONE: (630) 377-4443 FAX: (630) 377-4062

FINAL PLAT OF SUBDIVISION APPLICATION

For City Use
Project Name: Prairie Winds
Project Number: 2016 -PR- 017
Application Number: 2017 -AP- 016

Received Date
RECEIVED
St. Charles, IL
MAY - 4 2017
CDD
Planning Division

To request approval of Final Plat for a Subdivision, complete this application and submit it with all required attachments to the Planning Division.

When this application is complete and the plans are substantially in compliance with requirements, the Final Plat will be placed on a Plan Commission agenda for review.

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

1. Property Information:	Location: The southern portion of the Bricher Commons Parcel located at the intersection of Bricher Rd. and Randall Rd.	
	Parcel Number (s): 09-32-400-028	
	Proposed Subdivision Name: Prairie Winds	
2. Applicant Information:	Name Prairie Winds, LLC, a Delaware limited liability company	Phone 630.513.9800
	Address c/o Andrew E. Kolb, Esq. Vanek, Larson & Kolb, LLC 200 W. Main Street St. Charles, IL 60174	Fax 630.513.9802 Email akolb@v1klawfirm.com
3. Record Owner Information:	Name Todd L. Dempsey, Trustee, Todd L. Dempsey Declaration of Trust dtd May 15, 1992	Phone 630.879.3680
	Address c/o Austin Dempsey 140 First Street Batavia, IL 60510	Fax 630.879.3684 Email austin@bataviaenterprises.com

Please check the type of application:

- ☐ **Subdivision:**
  - ☐ Preliminary Subdivision Plat was previously approved by the City
  - ☐ Combined Preliminary-Final Review Process (Preliminary Plat Application filed concurrently)
- ☒ **Planned Unit Development (PUD):**
  - ☐ PUD Preliminary Plan was previously approved by the City
  - ☒ Combined Preliminary-Final Review Process (PUD Preliminary Plan Application filed concurrently)
  - ☐ PUD Final Plan application filed concurrently

This application is not required for a Minor Subdivision (Per City Code Section 16.04.040: Meets all subdivision design standards, no more than 4 lots, no utility extensions or new streets, no stormwater detention required, lots meet minimum zoning standards)

Attachment Checklist:

For Combined Preliminary-Final Review or where multiple applications have been submitted concurrently, do not submit duplicate checklist items or plans. Fee must be paid for each application.

☒ **APPLICATION FEE:**

Application fee in accordance with Appendix A of the Subdivision Code. ($300)

☒ **REIMBURSEMENT OF FEES AGREEMENT:**

An original, executed Reimbursement of Fees Agreement and deposit of funds in escrow with the City, as provided by Appendix B of the Zoning Ordinance.

☒ **REIMBURSEMENT OF FEES INITIAL DEPOSIT:**

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

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

☒ **PROOF OF OWNERSHIP and DISCLOSURE:**

Submit one of the following:
a) A current title policy report; or

b) A deed and a current title search.

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

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

☒ **PLANS:**

All required plans shall be drawn on sheets no larger than 24" x 36", unless the Director of Community Development permits a larger size when necessary to show a more comprehensive view of the project. All required plans shall show north arrow and scale, and shall be drawn at the same scale (except that a different scale may be used to show details or specific features). All plans shall include the name of the project, developer or owner of site, person or firm preparing the plan, and the date of plan preparation and all revisions.

Copies of Plans:

Ten (10) full size copies, Three (3) 11" by 17", and a PDF electronic file (On a CD-ROM or may be emailed to the Project Manager). For subsequent submittals, please contact the Project Manager to determine how many copies are required.

☒ **SUBDIVISION PLAT – DRAWING REQUIREMENTS/CHECKLIST:**

Complete the attached checklist and ensure that all required information is included on the plat.

☒ **FINAL ENGINNERING PLANS – DRAWING REQUIREMENTS/CHECKLIST:**

Complete the attached checklist and ensure that all required information is included on the Final Engineering Plans.

☒ **ENGINEER's COST ESTIMATE SPREADSHEET:**

See attached form.

☒ **STORMWATER MANAGEMENT PERMIT APPLICATION** (if not already filed)

☒ **STORMWATER REPORT**

☒ **FINANCIAL GUARANTEE & LAND IMPOVEMENT AGREEMENT**

When submitting the application, provide a draft or description of the proposed guarantee for the payment and completion of Land Improvements (consisting of proposed form, amount and provider of completion guarantee collateral - bond, cash, or letter of credit).

- For Letter of Credit form, see City Code Title 16, Appendix C.
- For Land Improvement Agreement, see City Code Title 16, Appendix D.

A Financial Guarantee and Land Improvement Agreement must be provided prior to the City signing the Final Plat of Subdivision and recording the plat.

☒ **COPIES OF THIRD PARTY PERMIT/APPROVALS**

- Illinois EPA Water Pollution Control Permit for sanitary sewer extension

- Illinois EPA Division of Public Water Supplies Permit for water mains
- Notice of Intent (NOI) letter/permit for NPDES Stormwater Discharge for sites 5 acres and larger
- IDNR Office of Water Resources Permit (for work in flood plain)
- Wetlands Permit from Army Corps of Engineers
- Kane County DOT and/or IDOT signature on Final Plat (if applicable)
- Offsite easements and right of way necessary to construct the required Land Improvements

☒ **PARK AND SCHOOL LAND/CASH WORKSHEETS:** For residential developments, Park and School land/cash worksheets in accordance with Title 16 of the St. Charles Municipal Code with population projections establishing anticipated population and student yields.

☒ **INCLUSIONARY HOUSING SUMMARY:** For residential developments, submit information describing how the development will comply with the requirements of Title 19, "Inclusionary Housing" of the St. Charles Municipal Code.

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

Todd L Dempsey Trustee

Record Owner — Date

2/23/17

Applicant or Authorized Agent — Date

FINAL PLAT OF SUBDIVISION OF PRAIRIE WINDS

PART OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.

P.I.N.: 09-32-400-028

PLEASE RETURN THE RECORDED MYLAR TO:

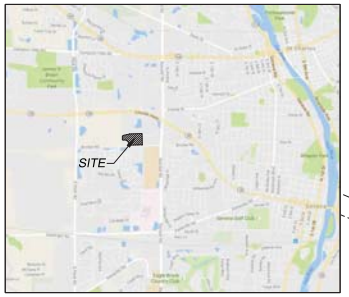
CITY OF ST. CHARLES
2 E. MAIN STREET
ST. CHARLES, IL 60174

AREA

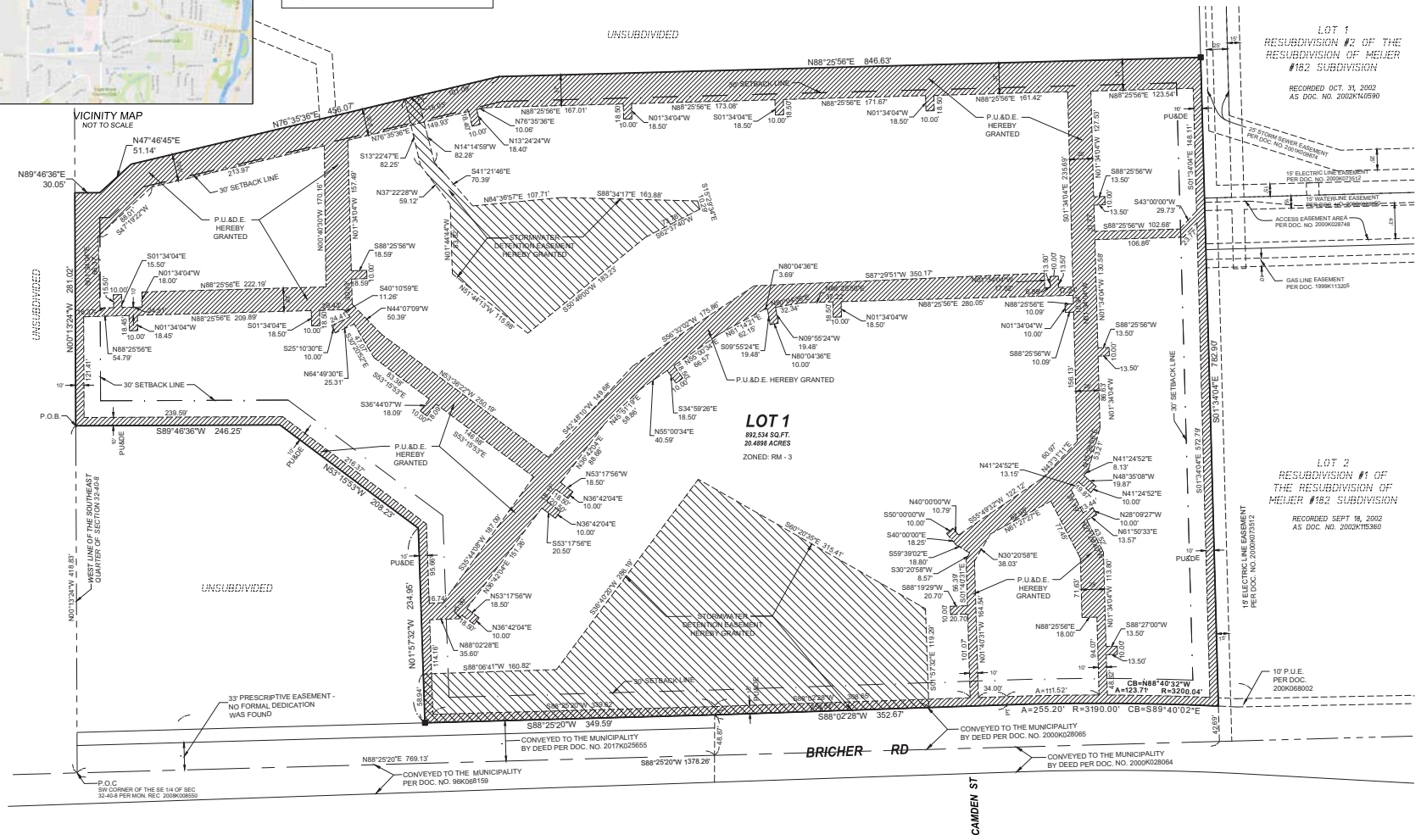
892,534 SQ. FT.
20.4898 ACRES

EASEMENT AREA

P.U. & D.E.	152,852 SQ. FT.	3.5090 AC.
STORMWATER & DETENTION EASEMENT	124,725 SQ. FT.	2.8633 AC.



VICINITY MAP
NOT TO SCALE



GRAPHIC SCALE

60 0 30 60 120 240

1" = 60'

STATE PLANE MERIDIAN

BASIS OF BEARINGS

THE BASIS OF BEARINGS IS THE STATE PLANE COORDINATE SYSTEM (SPCS) NAD 83 (2007) ZONE 1201 (ILLINOIS EAST) WITH PROJECT ORIGIN AT LATITUDE 41-53-59.24320 N
LONGITUDE 88-20-40.78507 W
ELLIPSOIDAL HEIGHT: 693.586 SFT
GROUND SCALE FACTOR 1.0000580864
ALL MEASUREMENTS ARE ON THE GROUND.

LEGEND

- PROPERTY LINE
- EXISTING RIGHT-OF-WAY LINE
- PROPOSED RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- PROPOSED LOT LINE
- EXISTING CENTERLINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- BUILDING SETBACK LINE
- SECTION LINE
- STORMWATER DETENTION EASEMENT HEREBY GRANTED
- PUBLIC UTILITY AND DRAINAGE EASEMENT HEREBY GRANTED

ABBREVIATIONS

N	NORTH
S	SOUTH
E	EAST
W	WEST
CB	CHORD BEARING
A	ARC LENGTH
R	RADIUS
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
PU&DE	PUBLIC UTILITY AND DRAINAGE EASEMENT
■	2ND ORDER CLASS II, BERNSTEN, OR APPROVED EQUAL, PERMANENT BENCHMARK

NOTES

1. ALL MEASUREMENTS AND DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF. ARC DISTANCES ARE ALONG ALL CURVES.
2. SEE PROPOSED ENGINEERING PLANS PREPARED BY V3 COMPANIES FOR PROPOSED UTILITIES AND GRADING INFORMATION.

OWNER / DEVELOPER

Executive Capital Corporation
47W210 US highway 30
Big Rock, IL 60511
630-556-3731

ENGINEER/SURVEYOR

V3 Companies of Illinois, Ltd.
7325 Janes Avenue, Suite 100
Woodridge, Illinois 60517
630.724.9200

Engineers
Scientists
Surveyors

7325 Janes Avenue, Suite 100
Woodridge, IL 60517
630.724.9200 voice
630.724.0384 fax
v3co.com

PREPARED FOR:
EXECUTIVE CAPITAL CORPORATION
47W210 US HIGHWAY 30
BIG ROCK EXECUTIVE CENTER
BIG ROCK, IL 60511
630-556-3731

REVISIONS

NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
1.	06-02-17	REVISED PER REVIEW LETTER DATED MAY 22, 2017 (SPK)			

FINAL PLAT OF SUBDIVISION
PRAIRIE WINDS

Project No: 16262
Group No: VP04.2

DRAFTING COMPLETED: 02-28-17 | DRAWN BY: MLP | PROJECT MANAGER: CDB
FIELD WORK COMPLETED: N/A | CHECKED BY: CDB | SCALE: 1" = 60'

SHEET NO. 1 of 2

FINAL PLAT OF SUBDIVISION
OF
PRAIRIE WINDS

PART OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF THE LAND DESCRIBED IN THE ANNEXED PLAT, AND THAT HE HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

ALSO, THIS IS TO CERTIFY THAT PROPERTY BEING, SUBDIVIDED AFORESAID, AND TO THE BEST OF THE OWNER'S KNOWLEDGE AND BELIEF, SAID SUBDIVISION LIES ENTIRELY WITHIN THE LIMITS OF:

ST. CHARLES COMMUNITY UNIT SCHOOL DISTRICT 303

DATED THIS _____ DAY OF _____ A.D. 20___.

_____

_____

NOTARY CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, _____, A NOTARY PUBLIC, IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____. PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNERS, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE ANNEXED PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL THIS _____ DAY OF _____,D. 20___, AT _____, ILLINOIS.

_____
NOTARY PUBLIC

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, _____ COUNTY CLERK OF KANE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID FORFEITED TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT.
I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT.

GIVEN UNDER MY HAND AND SEAL AT _____, ILLINOIS, THIS _____ DAY OF _____, A.D. 20___.

_____
COUNTY CLERK

CERTIFICATE AS TO SPECIAL ASSESSMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE NOT BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THE PLAT.

DATED AT _____, ILLINOIS, THIS ____DAY OF _____, A.D. 20___.

_____
COLLECTOR OF SPECIAL ASSESSMENTS

GENEVA CITY ENGINEER'S CERTIFICATE

THIS PLAT HAS BEEN APPROVED BY THE CITY ENGINEER OF THE CITY OF GENEVA WITH RESPECT TO ROADWAY ACCESS.

DATED AT _____, ILLINOIS, THIS ____DAY OF _____, A.D. 20___.

_____
CITY ENGINEER

DIRECTOR OF COMMUNITY DEVELOPMENT CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, _____, DO CERTIFY THAT THE REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED, OR THE REQUIRED GUARANTEE BOND HAS BEEN POSTED FOR THE COMPLETION OF ALL REQUIRED LAND IMPROVEMENTS.

DATED AT _____, ILLINOIS, THIS ____DAY OF _____, A.D. 20___.

_____
DIRECTOR OF COMMUNITY DEVELOPMENT

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

APPROVED THIS _____ DAY OF _____, A.D., 20_____.

_____
CHAIRMAN

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

APPROVED AND ACCEPTED THIS _____ DAY OF _____, A.D., 20_____.

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

SURFACE WATER DRAINAGE CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF)

TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THIS SUBDIVISION OR ANY PART THEREOF, OR, THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

BY: _____ BY: _____
OWNER REGISTERED PROFESSIONAL ENGINEER

ILLINOIS REGISTRATION NUMBER: _____

PUBLIC UTILITY AND DRAINAGE EASEMENT PROVISIONS

A PERMANENT NON-EXCLUSIVE EASEMENT IS HEREBY GRANTED TO THE CITY OF ST. CHARLES AND TO ALL PUBLIC UTILITY COMPANIES OF ANY KIND OPERATING UNDER FRANCHISE GRANTING THEM EASEMENT RIGHTS FROM SAID CITY OF ST. CHARLES, INCLUDING BUT NOT LIMITED TO, AMERITECH AND NICOR AND TO THEIR SUCCESSORS AND ASSIGNS (HEREIN COLLECTIVELY REFERRED TO AS "GRANTEES"), IN, UPON, ACROSS, OVER, UNDER, AND THROUGH THE AREAS SHOWN BY DASHED LINES AND LABELED "PUBLIC UTILITY AND DRAINAGE EASEMENT" ON THE PLAT OF SUBDIVISION HEREON DRAWN FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, INSPECTING, OPERATING, REPLACING, RENEWING, ALTERING, ENLARGING, REMOVING, REPAIRING, CLEANING, AND MAINTAINING ABOVE GROUND AND UNDERGROUND ELECTRICAL SYSTEMS, CABLE TELEVISION, COMMUNICATION, GAS, TELEPHONE OR OTHER UTILITY LINES OR APPURTENANCES, SANITARY AND STORM SEWERS, DRAINAGE WAYS, STORM WATER DETENTION AND RETENTION, WATER MAINS AND ANY AND ALL MANHOLES, HYDRANTS, PIPES, CONNECTIONS, CATCH BASINS, BUFFALO BOXES AND WITHOUT LIMITATION, SUCH OTHER INSTALLATIONS AS MAY BE REQUIRED TO FURNISH PUBLIC UTILITY SERVICE TO ADJACENT AREAS TOGETHER WITH THE RIGHT OF ACCESS ACROSS THE REAL ESTATE PLATTED HEREIN FOR THE NECESSARY PERSONNEL AND EQUIPMENT TO MAKE ANY OR ALL OF THE ABOVE WORK. THE PERMANENT NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF ST. CHARLES AND THE RESPECTIVE SUCCESSORS AND ASSIGNS FOR MAINTAINING THE UNINTERRUPTED AND UNIMPEDED CONVEYANCE, FLOW AND RUNOFF OF SURFACE STORM WATER ACROSS AND UPON THE AREAS DESIGNATED ON THIS PLAT AS DRAINAGE EASEMENT. THE RIGHT IS HEREBY GRANTED TO SAID GRANTEES TO CUT DOWN, TRIM, OR REMOVE ANY TREES, SHRUBS, OR OTHER PLANTS THAT INTERFERE WITH THE DRAINAGE WAYS AND OPERATION OF OR ACCESS TO SAID UTILITY INSTALLATIONS, WITHOUT LIMITATION, IN, ON, UPON OR ACROSS, UNDER, OR THROUGH SAID EASEMENTS.

NO PERMANENT BUILDINGS, TREES, GARDENS, SHRUBS, OR BERMING SHALL BE PLACED ON OR IN SAID EASEMENTS, BUT THE EASEMENT AREAS MAY BE USED FOR PAVING, FENCES, SIDEWALKS, AND OTHER PURPOSES THAT DO NOT INTERFERE WITH THE AFORESAID USES AND RIGHTS. WHERE AN EASEMENT IS USED FOR STORM OR SANITARY SEWERS, OTHER UTILITY INSTALLATIONS SHALL BE SUBJECT TO THE PRIOR APPROVAL OF SAID CITY OF ST. CHARLES SO AS NOT TO INTERFERE WITH THE GRAVITY FLOW IN SAID SEWER OR SEWERS. UTILITY INSTALLATIONS, OTHER THAN THOSE MANAGED BY THE CITY OF ST. CHARLES, SHALL BE SUBJECT TO THE APPROVAL OF THE CITY OF ST. CHARLES, AS TO DESIGN AND LOCATION, AND ALL OTHER INSTALLATIONS ARE SUBJECT TO THE ORDINANCES OF THE CITY OF ST. CHARLES.

FOLLOWING ANY WORK TO BE PERFORMED BY THE GRANTEES IN THE EXERCISE OF ITS EASEMENT RIGHTS GRANTED HEREIN, THE GRANTEES SHALL HAVE NO OBLIGATION WITH RESPECT TO SURFACE RESTORATION INCLUDING, BUT NOT LIMITED TO, THE RESTORATION, REPAIR, OR REPLACEMENT OF ANY LANDSCAPING PROVIDED, HOWEVER, THE GRANTEES SHALL BE OBLIGATED FOLLOWING ANY SUCH WORK, TO BACKFILL AND MOUND SO AS TO RETAIN SUITABLE DRAINAGE, REMOVE DEBRIS, AND LEAVE THE AREA IN GENERALLY CLEAN AND WORKMANLIKE CONDITION.

STORMWATER DETENTION EASEMENT PROVISIONS

A PERMANENT NON-EXCLUSIVE EASEMENT IS HEREBY GRANTED TO THE CITY OF ST. CHARLES AND TO THEIR SUCCESSORS AND ASSIGNS, IN, UPON, ACROSS, OVER, UNDER, AND THROUGH THE AREAS SHOWN BY DASHED LINES AND LABELED "STORMWATER DETENTION EASEMENT" ON THE PLAT OF SUBDIVISION HEREON DRAWN FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, INSPECTING, OPERATING, REPLACING, RENEWING, ALTERING, ENLARGING, REMOVING, REPAIRING, CLEANING, AND MAINTAINING STORM SEWERS, DRAINAGE WAYS, STORM WATER DETENTION AND RETENTION AND ANY AND ALL MANHOLES, PIPES, CONNECTIONS, CATCH BASINS, AND WITHOUT LIMITATION, SUCH OTHER INSTALLATIONS AS MAY BE REQUIRED TO FURNISH STORMWATER DETENTION. THE RIGHT OF ACCESS ACROSS THE REAL ESTATE PLATTED HEREIN FOR THE NECESSARY PERSONNEL AND EQUIPMENT TO MAKE ANY OR ALL OF THE ABOVE WORK. NO BUILDING SHALL BE PLACED ON SAID EASEMENT PREMISES WITHOUT PRIOR WRITTEN CONSENT FROM THE CITY OF ST. CHARLES. THE RESPONSIBILITY OF MAINTAINING THE DETENTION AREA EASEMENT SHALL BE BINDING ON THE HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS OF THE LANDOWNERS. NO PERSON SHALL DESTROY OR MODIFY SLOPES OR OTHERWISE AFFECT THE DETENTION VOLUME WITHOUT HAVING FIRST RECEIVED WRITTEN APPROVAL FROM THE CITY OF ST. CHARLES. THE CITY SHALL HAVE THE RIGHT BUT NOT THE OBLIGATION TO RESTORE ANY DETENTION VOLUME LOST THROUGH UNAUTHORIZED ACTIVITIES.

DESIGNATION TO RECORD

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

I, CHRISTOPHER D. BARTOSZ, AN ILLINOIS PROFESSION LAND SURVEYOR, IN ACCORDANCE WITH THE PLAT ACT (765ICLS205/2) DO HEREBY DESIGNATE THE CITY CLERK OF THE CITY OF ST. CHARLES TO RECORD THIS PLAT. THE REPRESENTATIVE SHALL PROVIDE THE SURVEYOR WITH A RECORDED COPY OF THIS PLAT.

THIS _____ DAY OF _____, A.D., 20____.

_____
CHRISTOPHER D. BARTOSZ
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003189
MY LICENSE EXPIRES ON NOVEMBER 30, 2018.

PLEASE MAIL COPY OF RECORDED PLAT TO:
V3 COMPANIES
7325 JANES AVENUE
WOODRIDGE, ILLINOIS 60517
ATTN: CHRIS BARTOSZ

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT I, CHRISTOPHER D. BARTOSZ, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3189, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 32, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO FIRSTAR BANK OF GENEVA, SUCCESSOR TRUSTEE TO THE FIRST NATIONAL BANK OF GENEVA, AS TRUSTEE UNDER TRUST NUMBER 2640 AS RECORDED IN DOCUMENT NO. 1884216; THENCE NORTH 00 DEGREES, 13 MINUTES 24 SECONDS WEST, ALONG THE WEST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 418.83 FEET TO A PLACE OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES, 13 MINUTES 24 SECONDS WEST, ALONG SAID WEST LINE, 281.02 FEET; THENCE NORTH 89 DEGREES 46 MINUTES 36 SECONDS EAST, 30.05 FEET; THENCE NORTH 47 DEGREES 46 MINUTES 45 SECONDS EAST, 51.14 FEET; THENCE NORTH 76 DEGREES 35 MINUTES 36 SECONDS EAST, 456.07 FEET, THENCE NORTH 88 DEGREES 25 MINUTES 56 SECONDS EAST, 846.63 FEET TO THE WEST LINE OF LOT 1 IN RESUBDIVISION # 2 OF THE RESUBDIVISION OF MEIJER #182 SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 31, 2002 AS DOCUMENT NUMBER 2002K140590; THENCE SOUTH 01 DEGREES 34 MINUTES 04 SECONDS EAST ALONG SAID WEST LINE AND ALONG WEST LINE OF LOT 2 IN RESUBDIVISION # 1 OF THE RESUBDIVISION OF MEIJER #182 SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 18, 2002 AS DOCUMENT NUMBER 2002K115360, A DISTANCE OF 782.90 FEET TO THE NORTHEAST CORNER OF PROPERTY CONVEYED TO THE CITY OF GENEVA BY DEED DOCUMENT RECORDED AS 2000K028060; THENCE THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG THE NORTH LINE OF SAID CONVEYED PROPERTY: 1) WESTERLY ALONG A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 3190.00 FEET, HAVING A CHORD BEARING NORTH 89 DEGREES 40 MINUTES 02 SECOND WEST, FOR AN ARC LENGTH OF 255.20 FEET TO A POINT OF TANGENCY; 2) SOUTH 88 DEGREES 02 MINUTES 28 SECONDS WEST, 352.67 FEET TO THE NORTHWEST CORNER OF SAID CONVEYED PROPERTY; THENCE SOUTH 88 DEGREES 25 MINUTES 20 SECOND WEST ALONG LINE 48.85 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 32, A DISTANCE OF 349.59 FEET; THENCE NORTH 01 DEGREES 57 MINUTES 32 SECONDS WEST, 234.96 FEET; THENCE NORTH 53 DEGREES 15 MINUTES 53 SECONDS WEST, 208.23 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 36 SECONDS WEST, 246.25 FEET TO THE PLACE OF BEGINNING; IN KANE COUNTY, ILLINOIS.

I FURTHER CERTIFY THAT THIS LAND IS WITHIN THE CORPORATE LIMITS OF A MUNICIPALITY WHICH HAS AUTHORIZED A COMPREHENSIVE PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE, AS NOW OR HEREAFTER AMENDED.

I FURTHER CERTIFY THAT THE ANNEXED PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF. PIPES OF 1 INCH DIAMETER BY 18-INCH LENGTHS, SHALL BE PLACED AT THE CORNERS OF THE LOT, AT ANGLE POINTS, AND AT THE ENDS AND SUITABLE INTERVALS ALONG CURVES, EXCEPT WHERE OTHER MONUMENTS ARE INDICATED.

I FURTHER CERTIFY THAT THE ABOVE DESCRIBED AREA FALLS IN ZONE X, AREAS OUTSIDE OF 0.2% ANNUAL CHANCE FLOODPLAIN, PER FIRM MAP NUMBER 17089C0263H, EFFECTIVE DATE AUGUST 3, 2009.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR BOUNDARY SURVEYS.

DATED THIS ____ DAY OF _____, A.D., 20___.

_____
CHRISTOPHER D. BARTOSZ
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3189
MY LICENSE EXPIRES ON NOVEMBER 30, 2018.
V3 COMPANIES OF ILLINOIS, LTD. PROFESSIONAL DESIGN FIRM NO. 184000902
THIS DESIGN FIRM NUMBER EXPIRES APRIL 30, 2019.
cdbartosz@v3co.com

Engineers
Scientists
Surveyors

7325 Janes Avenue, Suite 100
Woodridge, IL 60517
630.724.9200 voice
630.724.0384 fax
v3co.com

PREPARED FOR:
EXECUTIVE CAPITAL CORPORATION
47W210 US HIGHWAY 30
BIG ROCK EXECUTIVE CENTER
BIG ROCK, IL 60511
630-556-3731

REVISIONS

NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
1.	06-02-17	REVISED PER REVIEW LETTER DATED MAY 22, 2017 (SPK)			

FINAL PLAT OF SUBDIVISION

PRAIRIE WINDS

Project No: 16262
Group No: VP04.2

DRAFTING COMPLETED: 05-04-17 | DRAWN BY: MLP | PROJECT MANAGER: CDB
FIELD WORK COMPLETED: N/A | CHECKED BY: CDB | SCALE: 1" = N/A

SHEET NO. 2 of 2

Refer to:
Minutes 5-1-2017
Page

City of St. Charles, Illinois
Ordinance No. 2017-Z-10

An Ordinance Amending Ordinance Nos. 1999-Z-11 and 2006-Z-7 (Bricher Commons PUD) and Granting Approval of a Map Amendment, New Special Use for Planned Unit Development, and PUD Preliminary Plan for Prairie Winds of St. Charles

WHEREAS, on or about February 28, 2017, Prairie Winds, LLC (the "Applicant" and "Contract Purchaser"), filed petitions for 1) Map Amendment from BR Regional Business District to RM-3 General Residential District, 2) Special Use for Planned Unit Development to establish a new Planned Unit Development, and 3) PUD Preliminary Plan, all for the real estate legally described on Exhibit "A" attached hereto and incorporated herein (the "Subject Property"), for the purpose of constructing a 250-unit multi-family residential complex on the Subject Property; and,

WHEREAS, on or about August 2, 1999, the City Council passed and approved Ordinance No. 1999-Z-11 "An Ordinance Granting a Special Use as a Planned Unit Development (Bricher Commons PUD)" which ordinance approved a planned unit development called Bricher Commons, which was subsequently amended by Ordinance No. 2006-Z-7; and,

WHEREAS, from and after the date of passage and approval of this Ordinance, Ordinance No. 1999-Z-11 and Ordinance No. 2006-Z-7 shall be null, void and of no further force or effect with respect to the Subject Property; and,

WHEREAS, Notice of Public Hearing on said petitions for Map Amendment and Special Use for Planned Unit Development was published on or about March 6, 2017 in a newspaper having general circulation within the City, to-wit, the Daily Herald newspaper, as required by the statutes of the State of Illinois and the ordinances of the City; and,

WHEREAS, pursuant to said Notice, the Plan Commission conducted a public hearing on or about March 21, 2017 on said petitions in accordance with the statutes of the State of Illinois and the ordinances of the City; and,

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

WHEREAS, the Plan Commission recommended approval of said Map Amendment, Special Use for Planned Unit Development, and PUD Preliminary Plan petitions on or about March 21, 2017; and,

WHEREAS, the Planning & Development Committee of the City Council recommended approval of said petitions on or about April 10, 2017; and,

WHEREAS, the City Council of the City of St. Charles has received the

recommendations of the Plan Commission and Planning & Development Committee and has considered the same.

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

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

2. That passage of this Ordinance shall constitute approval of the petition for a Map Amendment for the Subject Property from the BR Regional Business District to the RM-3 General Residential District, and the Findings of Fact for Map Amendment attached hereto and incorporated herein as Exhibit "B" are expressly adopted by the corporate authorities of the City.

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

4. That the Special Use for Planned Unit Development heretofore granted with respect to the Subject Property by Ordinance No. 1999-Z-11 "An Ordinance Granting a Special Use as a Planned Unit Development (Bricher Commons PUD)", which was subsequently amended by Ordinance No. 2006-Z-7; which ordinances approved a planned unit development, and hereafter Ordinance No. 1999-Z-11 and Ordinance No. 2006-Z-7 shall be null, void and of no further force or effect with respect to the Subject Property.

5. That passage of this Ordinance shall constitute approval of the PUD Preliminary Plan, incorporated herein as Exhibit "D", and conditioned only as expressly set forth herein in this Ordinance, and further shall constitute approval of the following documents, illustrations, plans, plats, diagrams, easements, and elevations, all of which are hereby approved, and reduced copies of which are attached hereto. The approvals within this paragraph shall be subject to satisfactory resolution of all outstanding staff review comments and compliance with such conditions, corrections, and modifications as may be required by the Director of Community & Economic Development and the Director of Public Works to comply with the requirements of the St. Charles Municipal Code (collectively the "Comments, Conditions, Corrections and Modifications". The Comments, Conditions, Corrections and Modifications are incorporated herein in their entirety as Exhibit "E" attached hereto).

- Site Plan; Humphreys & Partners Architects, LP (the "Site Plan"); dated 2/9/2017
- Preliminary Engineering Plans; V3 Companies; revisions dated 4/14/2017
- Preliminary Landscape Plan; Watermark Engineering Resources, LTD; revisions dated 4/13/2017
- Preliminary Plat of Subdivision; V3 Companies, revisions dated 4/14/2017
- Preliminary Plat of Easement for Sanitary Sewer; V3 Companies, revisions dated 4/14/2017
- Schematic Elevations; Humphreys & Partners Architects, LP; dated 3/31/2017

- Site Photometric Plan; not dated

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

a. Zoning: The Subject Property shall be subject to the requirements of the RM-3 General Residential District, as amended, and all other applicable requirements of the St. Charles Zoning Ordinance, as amended, except as specifically varied in the "PUD Deviations" attached hereto and incorporated herein as Exhibit "F".

b. Bricher Road Improvements:
   i. A right-turn lane shall be provided into the main/eastern development access, as shown on the attached Site Plan.
   ii. Public sidewalk shall be installed along Bricher Road, extending from the east property line of the Subject Property to the secondary/western access, as shown on the attached Site Plan.
   iii. Review comments from the City of Geneva with respect to Bricher Road access (Email titled "Prairie Winds – Geneva Review Comments" from Geneva Community Development Director dated April 25, 2017) shall be resolved prior to City Council approval of the Final Plat of Subdivision.

c. Special Service Area: Following a recording of the Final Plat of Subdivision, the City shall initiate the formation of a back-up Special Service Area for the purpose of maintaining and repairing stormwater management facilities serving the Subject Property in the event that the property owner fails to maintain the stormwater management facilities.

d. Inclusionary Housing: The Applicant shall provide a one-time and non-recurring fee in-lieu of Affordable Units in the amount of $5,000.00 per required Affordable Unit (determined to be 25 Affordable Units), resulting in a one-time payment of $125,000.00, in accordance with the provisions of Title 19 of the St. Charles Municipal Code, as the same may be amended from time to time ("Title 19"). Payment of the $125,000.00 one-time fee forever, fully and finally satisfies the requirements of Title 19 with respect to any required Affordable Units provided that the Applicant does not, following the adoption of this Ordinance, increase the number of housing units proposed to be constructed by Applicant within the Site Plan

e. School Contributions: The Applicant shall provide a one-time and non-recurring cash payment in lieu of land contribution in accordance with the provisions of Title 16 of the St. Charles Municipal Code, as the same may be amended from time to time ("Title 16"). The total one-time cash payment in lieu of land contribution is $487,962.00. Payment of the one-time cash payment forever, fully and finally satisfies the requirements of Title 16 with respect to any required payment or land contribution to the School District provided that the Applicant

does not, following the adoption of this Ordinance, increase the number of housing units proposed to be constructed by Applicant within the Site Plan.

f. Park Contributions: The Applicant shall provide a one-time and non-recurring cash payment in lieu of land contribution in accordance with the provisions of Title 16 of the St. Charles Municipal Code, as the same may be amended from time to time ("Title 16"). The total one-time cash payment in lieu of land contribution is $1,268,998.00, which may be reduced based upon a credit for private recreational amenities per subparagraph (g) below. Payment of the one-time cash payment, minus any credit for private recreation facilities described in subparagraph (g) below, fully and finally satisfies the requirements of Title 16 with respect to any required payment or land contribution to the Park District provided that the Applicant does not, following the adoption of this Ordinance, increase the number of housing units proposed to be constructed by Applicant within the Site Plan.

g. In accordance with the provisions of Title 16 of the St. Charles Municipal Code ("Title 16"), Section 16.10.180, a portion of the land contribution requirement may be provided in the form of a private recreation facilities credit equal to $481,000.00 based on the provision of the following facilities: Playground/recreational area, outdoor pool, dog park, nature trail and clubhouse with fitness center. Prior to City approval of Final Plat of Subdivision, Applicant shall provide a guarantee that the private recreation areas will be permanently maintained as recreation facilities by the execution of such legal documents and the provision of such sureties as the City shall request. After the private recreation facilities credit is applied, the applicant will pay the Park District a total one-time cash payment in lieu of land contribution in the amount of $787,998.00.

h. Per-Acre Land Value: The fair market land value which shall be used in the calculation of the required School and Park cash contributions shall be in accordance with Title 16 of the St. Charles Municipal Code, Section 16.10.090, at a per acre value of $240,500.00. The fair market land value shall be used to calculate the cash payment in lieu of contribution land contribution, as provided is subparagraph (e), (f) and (g) above.

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

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 1st day of May, 2017.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 1st day of May, 2017.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois this 1st day of May, 2017.

Raymond P. Rogina, Mayor

Attest:

City Clerk

Vote:
Ayes: 9 Recuse: 1
Nays: 0
Absent: 0
Abstain:
Date:_____

APPROVED AS TO FORM:

_____
City Attorney

DATE: _____

EXHIBIT "A"

LEGAL DESCRIPTION

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 32, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO FIRSTAR BANK OF GENEVA, SUCCESSOR TRUSTEE TO THE FIRST NATIONAL BANK OF GENEVA, AS TRUSTEE UNDER TRUST NUMBER 2640 AS RECORDED IN DOCUMENT NO. 1884216; THENCE NORTH 00 DEGREES, 13 MINUTES 24 SECONDS WEST, ALONG THE WEST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 418.83 FEET TO A PLACE OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES, 13 MINUTES 24 SECONDS WEST, ALONG SAID WEST LINE, 281.02 FEET; THENCE NORTH 89 DEGREES 46 MINUTES 36 SECONDS EAST, 30.05 FEET; THENCE NORTH 47 DEGREES 46 MINUTES 45 SECONDS EAST, 51.14 FEET; THENCE NORTH 76 DEGREES 35 MINUTES 36 SECONDS EAST, 456.07 FEET, THENCE NORTH 88 DEGREES 25 MINUTES 56 SECONDS EAST, 846.63 FEET TO THE WEST LINE OF LOT 1 IN RESUBDIVISION # 2 OF THE RESUBDIVISION OF MEIJER #182 SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 31, 2002 AS DOCUMENT NUMBER 2002K140590; THENCE SOUTH 01 DEGREES 34 MINUTES 04 SECONDS EAST ALONG SAID WEST LINE AND ALONG WEST LINE OF LOT 2 IN RESUBDIVISION # 1 OF THE RESUBDIVISION OF MEIJER #182 SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 18, 2002 AS DOCUMENT NUMBER 2002K115360, A DISTANCE OF 782.90 FEET TO THE NORTHEAST CORNER OF PROPERTY CONVEYED TO THE CITY OF GENEVA BY DEED DOCUMENT RECORDED AS 2000K028065; THENCE THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG THE NORTH LINE OF SAID CONVEYED PROPERTY: 1) WESTERLY ALONG A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 3190.04 FEET, HAVING A CHORD BEARING NORTH 89 DEGREES 40 MINUTES 02 SECOND WEST, FOR AN ARC LENGTH OF 255.20 FEET TO A POINT OF TANGENCY; 2) SOUTH 88 DEGREES 02 MINUTES 28 SECONDS WEST, 352.67 FEET TO THE NORTHWEST CORNER OF SAID CONVEYED PROPERTY; THENCE SOUTH 88 DEGREES 25 MINUTES 20 SECOND WEST ALONG LINE 48.85 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 32, A DISTANCE OF 349.59 FEET; THENCE NORTH 01 DEGREES 57 MINUTES 32 SECONDS WEST, 234.95 FEET; THENCE NORTH 53 DEGREES 15 MINUTES 53 SECONDS WEST, 208.23 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 36 SECONDS WEST, 246.25 FEET TO THE PLACE OF BEGINNING; IN KANE COUNTY, ILLINOIS.

EXHIBIT "B"

FINDINGS OF FACT FOR MAP AMENDMENT

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

   The property to the south of the site (located in Geneva) is strictly residential in nature and is comprised of single family homes and multi-family townhomes. The property to the west of the site houses the courthouses of the Sixteenth Judicial Circuit of Kane County, Illinois and is owned by Kane County and is zoned "F" Farming District. The adjacent property to the east is zoned "BR" Regional Business & PUD (Meijer PUD) and is commercial and retail in nature, including the Lowes and Meijer stores. The property to the north is zoned "BR" Regional Business & PUD (Bricher Commons PUD). The proposed RM-3 zoning and use of the site as general residential will serve as good transitional land use between the adjacent commercial and lower density residential areas.

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

   The proposed RM-3 zoning classification will generate significant tax revenue for the City of St. Charles and Kane County generally including significant revenue to the school district, the park district, the utility districts, and all other taxing bodies. The Subject Property has remained underdeveloped for an extended period and the use of the land as multi-family residential will greatly increase the value of the Subject Property and increase the amount of tax revenue for the City.

   The Applicant's proposed upscale multi-family development further will enhance and significantly increase the property values in the neighboring areas, with the most notable positive impact being upon the adjacent and nearby retail, restaurant, grocery store and commercial uses, all of which will benefit by the increased residential density. The Applicant's proposed development will further increase property values and will increase demand for the remaining property adjacent to the Subject Property to the north owned by BEI.

3. **The extent to which the reduction of the property's value under the existing zoning restrictions promotes the health, safety, morals or general welfare of the public.**

   The current zoning restrictions with the residential density as limited in the current Planned Unit Development Ordinances (including Ordinance 2006-Z-7) do not produce any perceptible public benefits. The property has remained vacant for a significant amount of time and in its current zoning classification does not promote the health, safety, morals or general welfare of the public. Applicant's proposed PUD increases residential density to more appropriate levels, while providing appropriate residential density in an area that is transitional to commercial and retail uses and is consistent with the long term 2013 Comprehensive Plan for the City of Saint Charles.

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

   The Subject Property is currently zoned BR-Regional Business District with a PUD overlay that is outdated and covers a portion of land not owned by Applicant. The current zoning restrictions that are currently in place incorporate zoning classifications that no longer exist. The property will require a map amendment to allow multifamily residential and new PUD in order to be developed. The 2006 Planned Unit Development (adopted by Ordinance 2006-Z-7) was specific to a development that was never built. Applicant's proposed PUD increases residential density to more appropriate levels, while providing appropriate residential density in an area that is transitional to commercial and retail uses and is consistent with the long term 2013 Comprehensive Plan of the City of Saint Charles.

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

   The Subject Property has remained vacant for a significant amount of time and remains subject to its original use. The Subject Property is part of the Bricher Commons PUD which was initially approved for commercial use, and later amended in 2006 to include residential in addition to the commercial use already permitted. The development as contemplated by the 2006 amendment never came to fruition and the property has remained underdeveloped, underutilized and underrepresented on the tax rolls of Kane County. The subject property is ripe for multi-family residential development as proposed by Applicant given its close proximity to the Randall Road retail corridor.

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

   The proposed development will fulfil the City's goal of development of a vacant, underutilized parcel that cannot otherwise be readily redeveloped and which continues to be utilized as agricultural in an area in immediate proximity to the Randall Road retail and commercial corridor. The Subject Property has remained undeveloped for an extended period of time and the proposed use as multi-family residential is consistent with the long-term goals of the City in accordance with the 2013 Comprehensive Plan. The 2013 Comprehensive Plan calls for more apartments to be built and explains that apartments are an important part of a healthy housing stock. It further states that multifamily housing contributes to residential density which improves the viability of shopping areas in the community.

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

   The proposed amendment to RM-3 zoning is consistent with the long-term goals of the City in accordance with the 2013 Comprehensive Plan. The Land Use Plan identifies the Subject Property as "Industrial/Business Park", however, it recommends that the City promote multi-family type housing, and it urges the City to consider proposals in areas

other than those specifically designated for high density residential development. The Plan calls for residential development in vacant/underutilized areas and states that there are many suitable and available infill parcels that are situated between established residential districts and commercial districts. The Subject Property is such an area. The Plan recommends higher density residential on these parcels that are near commercial areas. This would provide additional density and serve as good transitional land use to commercial areas.

The City's Residential Areas Framework Plan acknowledges that while the Bricher Commons Parcel is designated as "Industrial/Business Park", the site may also be appropriate for residential use. Further, the Subarea Plan names the Bricher Commons Parcel a "Catalyst Site", designating it as a site that could have a catalytic impact on the surrounding area. This Plan recommends that the northern half of the site should develop with commercial use (due to its immediate access to Route 38) while the interior and southern portion should be used for multifamily or single family attached housing. Developing the Subject Property into luxury rental apartments meets the City's goal of providing much needed rental units and increasing residential density as a transitional land use in an area that is otherwise undeveloped and underutilized, all in accordance with the 2013 Comprehensive Plan.

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

The Subject Property is currently zoned BR-Regional Business District with a PUD overlay that is outdated and incorporates zoning classifications that no longer exist. A map amendment will correct this error and will allow multifamily residential and a new PUD that is consistent with the Comprehensive Plan.

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

None.

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

The proposed zoning classification is consistent with the trend of development in the area of the subject property. The Subject Property is surrounded by single family and townhome residential and commercial uses, all of which support the development of multi-family residential as an ideal transition between the uses and the nearby retail and commercial uses. Further, the Subject Property is an infill parcel and due to limited access to major roadways is not suitable for large commercial applications similar to those adjacent uses.

EXHIBIT "C"

CRITERIA FOR PLANNED UNIT DEVELOPMENTS

i. **The proposed PUD advances one or more of the purposes of the Planned Unit Development procedure stated in Section 17.04.400.A:**

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

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

3. **To encourage a harmonious mix of land uses and a variety of housing types and prices.**

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

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

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

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

The proposed PUD will develop the Subject Property into *Prairie Winds of St. Charles*, a distinctive and attractive upscale rental community which will become an integral part of the City. It will take a vacant and underdeveloped property and transform it into usable space that will serve as an ideal transition between the neighboring residential neighborhoods and the surrounding commercial uses. *Prairie Winds of St. Charles* will offer its residents a commercial-grade, high-end fitness center and indoor and outdoor pools, as well as an 8,000-sq. ft. clubhouse, outdoor grilling space, and a fireside sitting area, all of which promote physical activity and social interaction between members of the community. *Prairie Winds of St. Charles* will also offer open space and parks, further encouraging active lifestyles for its residents. The development will allow the City to provide much needed rental housing stock for young professionals, families, single parents, and active seniors. The increased residential density in the propose location will increase foot traffic to surrounding businesses which will boost the local economy, and further, the development will help support the school district which is in need of additional population.

ii. **The proposed PUD and PUD Preliminary Plans conform to the requirements of the underlying zoning district or districts in which the PUD is located and to the applicable Design Review Standards contained in Chapter 17.06, except where:**

A. Conforming to the requirements would inhibit creative design that serves community goals, or

B. Conforming to the requirements would be impractical and the proposed PUD will provide benefits that outweigh those that would have been realized by conforming to the applicable requirements.

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

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

Applicant proposes to develop the Subject Property into *Prairie Winds of St. Charles*, an upscale rental community. The facility will offer approximately 250 "big house" style apartment units comprised of approximately 50 one-bedroom units, 150 two-bedroom units and 50 three-bedroom units. All units will have an attached garage with a private, indoor stairway leading from the garage to the unit. Residents of *Prairie Winds of St. Charles* will enjoy such amenities as a commercial-level fitness center, indoor and outdoor pools, gas burning fireplaces, and state-of-the-art kitchens featuring granite countertops and stainless steel appliances. Residents will also have access to an 8,000-sq. ft. clubhouse, outdoor grilling space, and a fireside sitting area.

Applicant's propose development will provide community amenities beyond those required by ordinance including the commercial work-out facility for residents housed within an 8,000 square foot clubhouse as well as common areas, open space, walking paths, sidewalks, and other amenities.

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

Applicant proposes to develop the Subject Property into *Prairie Winds of St. Charles,* an upscale rental community. The facility will offer approximately 250 "big house" style apartment units comprised of approximately 50 one-bedroom units, 150 two-bedroom units and 50 three-bedroom units. All units will have an attached garage with a private, indoor stairway leading from the garage to the unit. Residents of *Prairie Winds of St. Charles* will enjoy such amenities as a commercial-level fitness center, indoor and outdoor pools, gas burning fireplaces, and state-of-the-art kitchens featuring granite countertops and stainless steel appliances. Residents will also have access to an 8,000-sq. ft. clubhouse, outdoor grilling space, and a fireside sitting area.

Applicant proposed site plan includes a storm water detention facility that incorporates two small lakes that provide aesthetic beauty to the site while preserving all existing wetlands and environmentally sensitive areas, if any, located on the Subject Property.

3. **The PUD will provide superior landscaping, buffering or screening.**

   Applicant incorporates herein by reference its proposed Landscape Plan which plan exceeds the landscape requirements as imposed within the building code and zoning ordinances of the City of Saint Charles. Additionally, Applicant states that the Subject Property is bordered by the jail, and high intensity retail and commercial uses along the Randall Road retail corridor. Additionally, the nearby residential property to the South is sufficiently insulated by Bricher Road and Applicant's proposed residential units are primarily set-back from Bricher Road and placed further to the North on the site plan.

4. **The buildings within the PUD offer high quality architectural design.**

   Applicant incorporates herein by reference its proposed building elevations. Applicant's multi-family units are unique and novel and do not exist in their current configuration anywhere within the municipal limits of the City of Saint Charles. Applicant is utilizing an award-winning architect and proven design that is aesthetically pleasing and innovative. The building configurations allow for multiple access points both through the garage and through the common entryways, which is a novel configuration providing significant utility for Chicago winters and serves as peace of mind with respect to safety.

5. **The PUD provides for energy efficient building and site design.**

   Applicant incorporates herein by reference its proposed building elevations. Applicant's proposed buildings will meet and exceed the energy efficiency requirements as set forth within the Building Code of the City of Saint Charles.

6. **The PUD provides for the use of innovative stormwater management techniques.**

   Applicant incorporates herein by reference its proposed Stormwater Management Plan. Applicant's proposed detention and stormwater plan will meet and exceed the requirements as set forth within the Building Code of the City of Saint Charles and the Kane County Stormwater Ordinance as applicable.

7. **The PUD provides accessible dwelling units in numbers or with features beyond what is required by the Americans with Disabilities Act (ADA) or other applicable codes.**

   Applicant incorporates herein by reference its proposed building elevations and states that all of its proposed structures will fully comply with the Americans with Disabilities Act, including parking requirements.

8. **The PUD provides affordable dwelling units in conformance with, or in excess of, City policies and ordinances.**

   Applicant incorporates herein by reference its Site Plan. Applicant will comply with all ordinances applicable to affordable dwelling units as required by the City of Saint

Charles.

9. The PUD preserves historic buildings, sites or neighborhoods.

Not Applicable.

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

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

Applicant proposes to develop the Subject Property into *Prairie Winds of St. Charles,* an upscale rental community. The facility will offer approximately 250 "big house" style apartment units comprised of approximately 50 one-bedroom units, 150 two-bedroom units and 50 three-bedroom units. All units will have an attached garage with a private, indoor stairway leading from the garage to the unit. Residents of *Prairie Winds of St. Charles* will enjoy such amenities as a commercial-level fitness center, indoor and outdoor pools, and state-of-the-art kitchens featuring granite countertops and stainless steel appliances. Residential will also have access to an 8,000 sq. ft. clubhouse, outdoor grilling space, and a fireside sitting area.

Applicant intents to develop the Subject Property into sophisticated rental units to allow the residents of St. Charles the opportunity to enjoy an exceptional living experience in an upscale community environment. Applicant intends to provide St. Charles with luxury apartments which will allow residents to live in a high-end community without the long-term commitment of a mortgage and with access to premium amenities. Applicant will be meeting the growing need for rental housing for young professionals of St. Charles, as well as families, single parents, and active seniors who want the flexibility and freedom of living without maintenance and mortgage obligations. *Prairie Winds of St. Charles* will attract a discerning population of individuals looking for upscale living in St. Charles.

The proposed development will fulfil the City's goal of development of a vacant, underutilized parcel that cannot otherwise be readily redeveloped. The Subject Property has remained undeveloped for an extended period of time and the use as multi-family residential is consistent with the long-term goals of the City in accordance with the 2013 Comprehensive Plan. The Land Use Plan recommends that the City investigate new methods to improve the conditions of all residential neighborhoods, including incentives for developing vacant properties. It calls for more apartments to be built and explains that apartments are an important part of a healthy housing stock. It further states that multifamily housing contributes to residential density which improves the viability of shopping areas in the community. No multi-family residential has been developed in St. Charles since 1999.

The proposed location for the Special Use will encourage foot traffic to surrounding retail stores and will boost the population for School District 303 which has seen a declining number of students in recent years. The use of the Subject Property as multi-family residential at the proposed site will not require the addition of any schools and will not burden the current school district. Conversely, it will actually help support the school district which is currently in need of additional population to continue to serve the community in a manner of excellence.

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

Adequate utilities, access roads, drainage and/or necessary facilities have been or will be provided for the site. The Subject Property has 2 proposed access points from Bricher Road which will provide a safe and efficient means of ingress and egress to the development. Applicant incorporates the findings in the traffic study performed by V3 Engineering.

The Subject Property is served by the City's Westside Treatment Facility and sewer connections will be provided from the site northward to an existing sanitary sewer along Route 38. The water main will connect to the site from the east, will loop through the site and will be connected through future connection locations provided along the north and west property lines.

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

The Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish or impair property values within the neighborhood. The other property in the immediate area is commercial in nature and will benefit from the additional population brought to the area by the proposed development. The other adjacent properties located in Geneva area also residential in nature and will not be negatively affected by the Applicant's proposed use. Further, the property values in the neighborhood will not be negatively affected by the intended use.

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

The 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 use as multi-family residential is consistent with the long term

goals of the City of St. Charles which includes the development of higher density residential on parcels that are near commercial areas. The establishment of the Special Use will provide additional density and serve as good transitional land use to commercial areas and will not inhibit the development of surrounding property.

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

The establishment, maintenance or operation of the Special Use will not be detrimental to or endanger the public health, safety, comfort or general welfare. The Special Use will allow Applicant to develop the Subject Property into sophisticated rental units to allow the residents of St. Charles the opportunity to enjoy an exceptional living experience in an upscale community environment. The proposed development will fulfil the City's goal of development of vacant, underutilized parcel that cannot otherwise be readily redeveloped. The Subject Property has remained undeveloped for an extended period of time and the use as upscale multi-family rental units will be beneficial to the general welfare of the community.

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

The proposed Special Use conforms to all existing Federal, State and local legislation and regulation and meets or exceeds all applicable provisions of Title 17, except as may be varied pursuant to a Special Use for Planned Unit Development.

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

The proposed PUD will be highly beneficial to the physical development, diversity, tax base and economic well-being of the City. Applicant's development of Subject Property into sophisticated rental units will attract a young professional population to the City by offering an exceptional living experience in an upscale community environment. It will further attract families, single parents, and active seniors who want the flexibility and freedom of living without maintenance and mortgage obligations. *Prairie Winds of St. Charles* will bring to the City a diverse, discerning population of individuals looking for upscale apartment living in St. Charles. The proposed RM-3 zoning classification will generate significant tax revenue for the City of St. Charles and Kane County generally including significant revenue to the school district, the park district, the utility districts, and all other taxing bodies. The subject property has remained underdeveloped for an extended period and the use of the land as multi-family development will greatly increase the value of the Subject Property and increase the amount of tax revenue for the City. In

addition, the Applicant's proposed upscale multi-family development will enhance and significantly increase the property values in the neighboring areas, with the most notable positive impact being upon the adjacent and nearby retail, restaurant, grocery store and commercial uses, all of whom will benefit by the increased residential density. The Applicant's proposed development will further increase property values and will increase demand for the remaining property adjacent to the Subject Property to the north and owned by BEI.

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

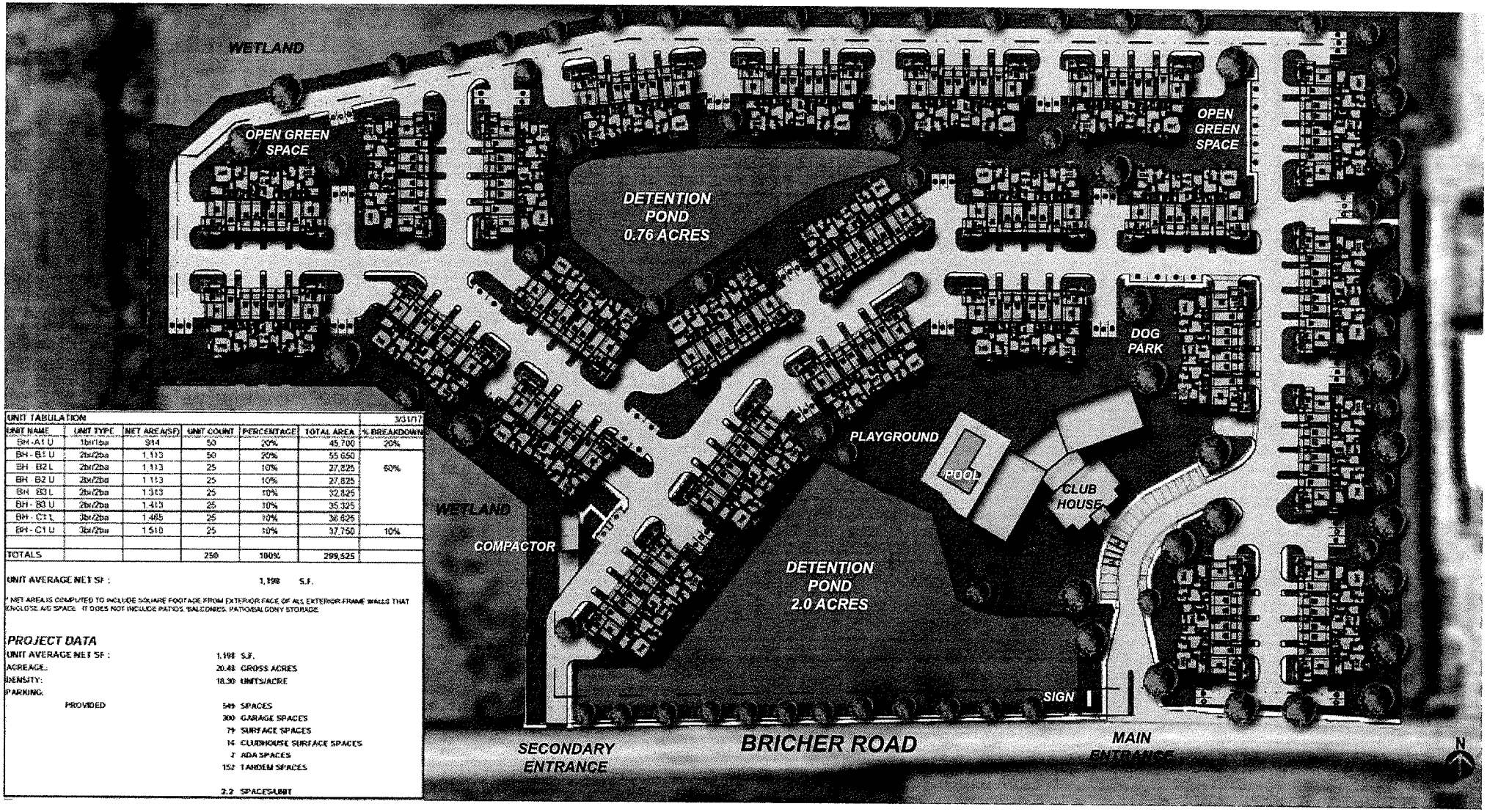
The Subject Property has remained undeveloped for an extended period of time and the use as multi-family residential is consistent with the long-term goals of the City in accordance with the 2013 Comprehensive Plan. The Land Use Plan recommends that the City investigate new methods to improve the conditions of all residential neighborhoods, including incentives for developing vacant properties. It calls for more apartments to be built and explains that apartments are an important part of a healthy housing stock. It further states that multifamily housing contributes to residential density which improves the viability of shopping areas in the community.

The City of Saint Charles, Illinois is without a newly constructed multi-family residential development since 1999.

The Land Use Plan identifies the Subject Property as "Industrial/Business Park", however, it recommends that the City promote multi-family type housing, and it urges the City to consider proposals in areas other than those specifically designated for high density residential development. The Plan calls for residential development in vacant/underutilized areas and states that there are many suitable and available infill parcels that are situated between established residential districts and commercial districts. The Subject Property is such an area. The Plan recommends higher density residential on these parcels that are near commercial areas. This would provide additional density and serve as good transitional land use to commercial areas.

The City's Residential Areas Framework Plan acknowledges that while the Bricher Commons Parcel is designated as "Industrial/Business Park", the site may also be appropriate for residential use. Further, the Subarea Plan names the Bricher Commons Parcel a "Catalyst Site", designating it as a site that could have a catalytic impact on the surrounding area. This Plan recommends that the northern half of the site should develop with commercial use (due to its immediate access to Route 38) while the interior and southern portion should be used for multifamily or single family attached housing. Developing the Subject Property into luxury rental apartments meets the City's goal of providing much needed rental units and increasing residential density as a transitional land use in an area that is otherwise undeveloped and underutilized, all in accordance with the 2013 Comprehensive Plan.

EXHIBIT "D"
PUD PRELIMINARY PLAN
(18 pages)



UNIT TABULATION 3/31/17

UNIT NAME	UNIT TYPE	NET AREA(SF)	UNIT COUNT	PERCENTAGE	TOTAL AREA	% BREAKDOWN
BH - A1 U	1br/1ba	914	50	20%	45,700	20%
BH - B1 U	2br/2ba	1,113	50	20%	55,650	60%
BH - B2 L	2br/2ba	1,113	25	10%	27,825	
BH - B2 U	2br/2ba	1,113	25	10%	27,825	
BH - B3 L	2br/2ba	1,303	25	10%	32,825	
BH - B3 U	2br/2ba	1,413	25	10%	35,325	
BH - C1 L	3br/2ba	1,465	25	10%	36,625	
BH - C1 U	3br/2ba	1,510	25	10%	37,750	10%
TOTALS			250	100%	299,525	

UNIT AVERAGE NET SF : 1,198 S.F.

* NET AREA IS COMPUTED TO INCLUDE SQUARE FOOTAGE FROM EXTERIOR FACE OF ALL EXTERIOR FRAME WALLS THAT ENCLOSE A/C SPACE. IT DOES NOT INCLUDE PATIOS, BALCONIES, PATIO/BALCONY STORAGE.

PROJECT DATA

UNIT AVERAGE NET SF :	1,198	S.F.
ACREAGE:	20.48	GROSS ACRES
DENSITY:	18.30	UNITS/ACRE
PARKING:		
PROVIDED	549	SPACES
	300	GARAGE SPACES
	79	SURFACE SPACES
	16	CLUBHOUSE SURFACE SPACES
	2	ADA SPACES
	152	TANDEM SPACES
	2.2	SPACES/UNIT

PRARIE WINDS DEVELOPMENT ST. CHARLES, IL
EXECUTIVE CAPITAL
HPA TBD

PRAIRIE WINDS SITE PLAN

02.03.2017

HUMPHREYS & PARTNERS URBAN ARCHITECTURE L.P
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NEWPORT BEACH•SCOTTSDALE•TORONTO•CHENNAI•DUBAI•HANOI•MONTEVIDEO

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PRELIMINARY ENGINEERING PLANS

FOR

PRAIRIE WINDS

ST. CHARLES, ILLINOIS

PROJECT TEAM

OWNER/DEVELOPER

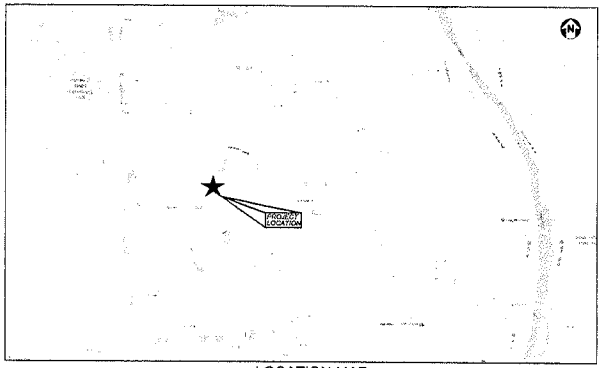
Executive Capital Corporation
47W210 US Highway 30
Big Rock Executive Center
Big Rock, Illinois 60511
630 556 3731
Contact: Jeff Ratzer

ENGINEER

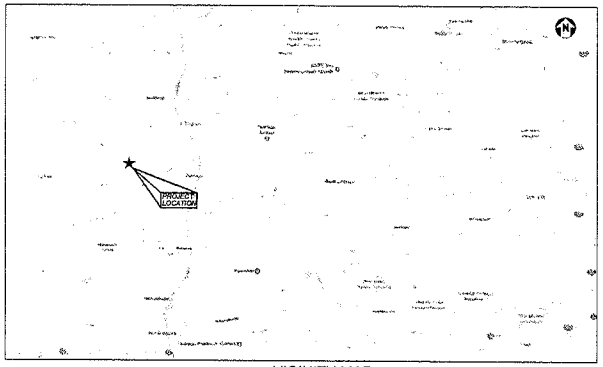
V3 Companies of Illinois, Ltd.
7325 Janes Avenue
Woodridge, Illinois 60517
630 724 9200
Project Manager: Bryan C. Rieger, P.E.
Project Engineer: Mathew T. Brolley, P.E., CFM

ARCHITECT

Humphreys & Partners Architects, L.P.
233 South Wacker Drive, Suite 8400
Chicago, Illinois 60606
312 672 4260
Contact: Kurt Volkman



LOCATION MAP
NO SCALE



VICINITY MAP
NO SCALE

INDEX OF DRAWINGS

0.0	TITLE SHEET
1.0	PRELIMINARY LAYOUT PLAN
2.0	PRELIMINARY GRADING PLAN
3.0	PRELIMINARY UTILITY PLAN
3.1	PRELIMINARY OFFSITE UTILITY PLAN

APPLICANT PRAIRIE WINDS, LLC RESERVES THE RIGHT TO MODIFY ITS PROPOSED SITE PLAN AND ALL RELATED PLANS TO ADJUST THE LOCATION OF EACH BUILDING ON SITE UP TO 10 FEET FROM THE LOCATION DEPICTED THEREON WITH ACCOMPANYING MODIFICATIONS TO THE DRIVE AISLES AND OTHER SITE IMPROVEMENTS RELATED TO SUCH SHIFT. IF SHIFTED THE FOLLOWING SHALL APPLY:

1. BUILDINGS SHALL MEET SETBACK REQUIREMENTS, & THERE SHALL BE A MINIMUM SEPARATION OF 10 FT. BETWEEN BUILDING SIDE WALLS AND 30 FT. BETWEEN THE FRONT OR REAR WALL FACING THE FRONT OR REAR WALL OF ANOTHER BUILDING.
2. UTILITY SEPARATION REQUIREMENTS SHALL BE MET.
3. BUILDING LOCATIONS SHALL BE FINALIZED AT THE TIME OF FINAL ENGINEERING.

BENCH MARK NOTES:

THE ELEVATIONS WERE KNOWN TO BE ACCURATE AT THE TIME THEY WERE ESTABLISHED. V3 DOES NOT CERTIFY TO THE ACCURACY THEREAFTER, NOR ASSUMES RESPONSIBILITY FOR THE MIS USE OR MIS-INTERPRETATION OF THE INFORMATION SHOWN HEREON.

IT IS ADVISED THAT ALL OF THE ABOVE ELEVATIONS BE CHECKED BETWEEN EACH OTHER AND VERIFY A MINIMUM OF 3 SURROUNDING UTILITY RIM ELEVATIONS AND ANY ADJACENT BUILDING FINISHED FLOOR OR TOP OF FOUNDATION ELEVATIONS SHOWN HEREON PRIOR TO USE OR COMMENCEMENT OF ANY CONSTRUCTION OR OTHER WORK.

PERSONS USING THIS INFORMATION ARE TO CONTACT V3 IMMEDIATELY WITH ANY DISCREPANCIES FOUND PRIOR TO THE START OF ANY WORK.

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Call 48 hours before you dig

Joint Utility Locating Information for Excavators

REVISIONS

NO.	DATE	DESCRIPTION	SHEETS REVISED	REV. BY
1	03-31-17	REVISED PER AGENCY REVIEW		
2	04-14-17	REVISED PER AGENCY REVIEW		

ORIGINAL ISSUE DATE : MARCH 01, 2017

BENCHMARKS

SOURCE:
STATION DESIGNATION: AJ0016 ESTABLISHED BY: NGS DATE: 05-27-12
ELEVATION: 741.11 (PUBLISHED AND HELD) DATUM: NAVD88
DESCRIPTION: STAINLESS STEEL ROD IN SLEEVE LOCATED 0.23 MI SOUTH OF IL RT. 38, 65 FT EAST OF CENTERLINE OF PECK ROAD, 0.12 MI SOUTH OF ENTRANCE TO KANE COUNTY JUDICIAL CENTER, 274 FT SOUTH OF POWER POLE (PP) 98 FT SOUTHEAST OF PP, 92 FT NORTHEAST OF PP, 61 FT NORTHEAST OF 12 IN STEEL CULVERT, AND 2 FT WEST OF ORANGE FIBERGLASS WITNESS POST

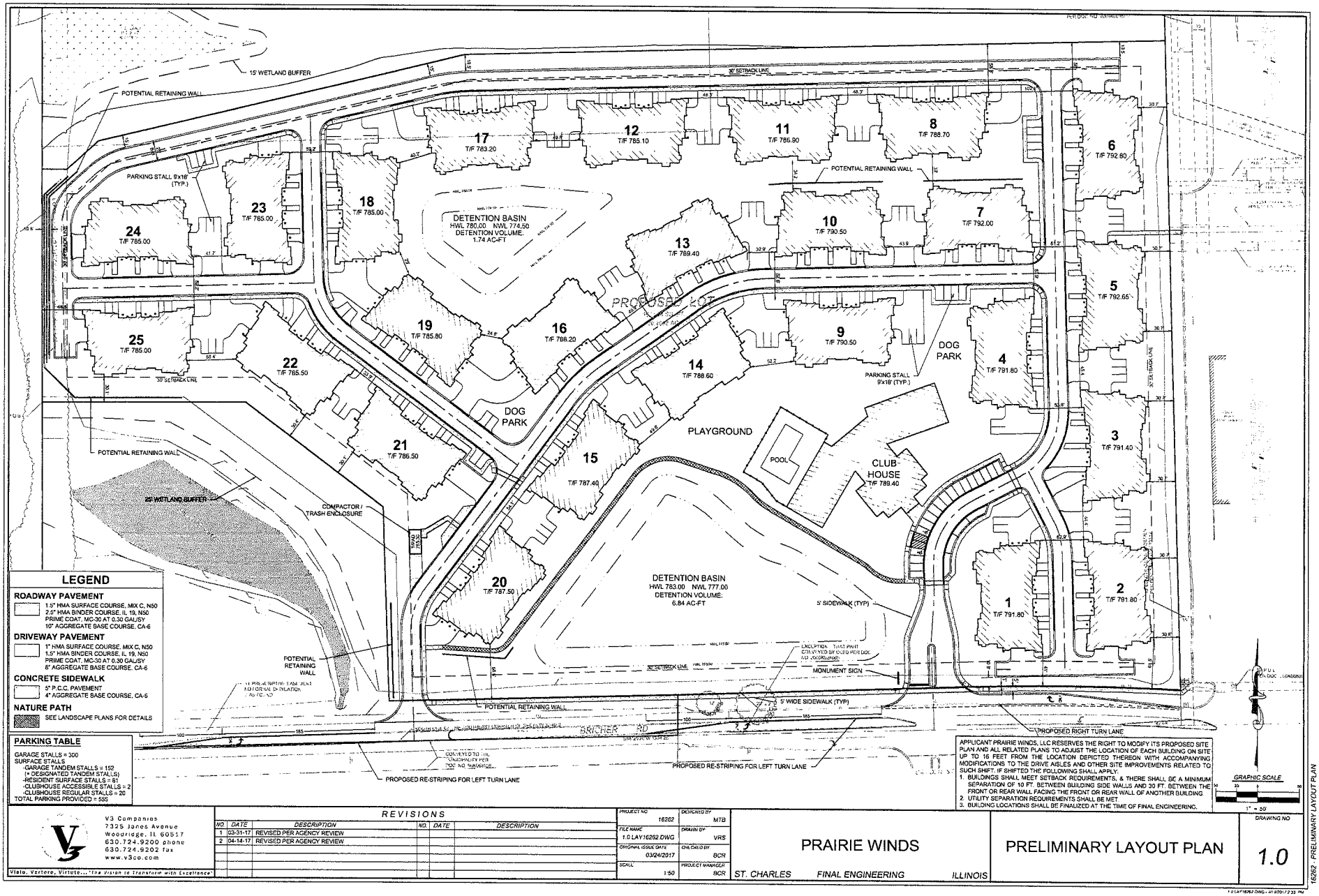
SITE:
STATION DESIGNATION: SBM #1
ESTABLISHED BY: V3 DATE: 10.12.16 ELEVATION: 764.50 (MEASURED) DATUM: NAVD88
DESCRIPTION: NORTH RIM OF STORM MH, NORTHWESTERLY FROM LOWE'S HOME IMPROVEMENT BUILDING, 99'± NORTHERLY FROM CORNER OF CURB

STATION DESIGNATION: SBM #2
ESTABLISHED BY: V3 DATE: 10.12.16 ELEVATION: 786.33 (MEASURED) DATUM: NAVD88
DESCRIPTION: SQUARE CUT IN NORTH SIDE OF LIGHT BASE, ON SOUTH SIDE OF BRONCO RD, WEST FROM CAMDEN ST (ENTRANCE TO LINCOLN SQUARE)

DRAWING NO
0.0

16262 - TITLE SHEET

D:\TSH\16262.DWG - 4/14/2017 3:06 PM



LEGEND

ROADWAY PAVEMENT
1.5" HMA SURFACE COURSE, MIX C, N50
2.5" HMA BINDER COURSE, IL 19, N50
PRIME COAT, MC-30 AT 0.30 GAL/SY
10" AGGREGATE BASE COURSE, CA-6

DRIVEWAY PAVEMENT
1" HMA SURFACE COURSE, MIX C, N50
1.5" HMA BINDER COURSE, IL 19, N50
PRIME COAT, MC-30 AT 0.30 GAL/SY
6" AGGREGATE BASE COURSE, CA-6

CONCRETE SIDEWALK
5" P.C.C. PAVEMENT
4" AGGREGATE BASE COURSE, CA-6

NATURE PATH
SEE LANDSCAPE PLANS FOR DETAILS

PARKING TABLE

GARAGE STALLS = 300
SURFACE STALLS
-GARAGE TANDEM STALLS = 152
(* DESIGNATED TANDEM STALLS)
-RESIDENT SURFACE STALLS = 81
-CLUBHOUSE ACCESSIBLE STALLS = 2
-CLUBHOUSE REGULAR STALLS = 20
TOTAL PARKING PROVIDED = 555

APPLICANT PRAIRIE WINDS, LLC RESERVES THE RIGHT TO MODIFY ITS PROPOSED SITE PLAN AND ALL RELATED PLANS TO ADJUST THE LOCATION OF EACH BUILDING ON SITE UP TO 16 FEET FROM THE LOCATION DEPICTED THEREON WITH ACCOMPANYING MODIFICATIONS TO THE DRIVE AISLES AND OTHER SITE IMPROVEMENTS RELATED TO SUCH SHIFT. IF SHIFTED THE FOLLOWING SHALL APPLY:
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2. UTILITY SEPARATION REQUIREMENTS SHALL BE MET
3. BUILDING LOCATIONS SHALL BE FINALIZED AT THE TIME OF FINAL ENGINEERING.

GRAPHIC SCALE
30 0 30 60
1" = 30'

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REVISIONS

NO	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
1	03-31-17	REVISED PER AGENCY REVIEW			
2	04-14-17	REVISED PER AGENCY REVIEW			

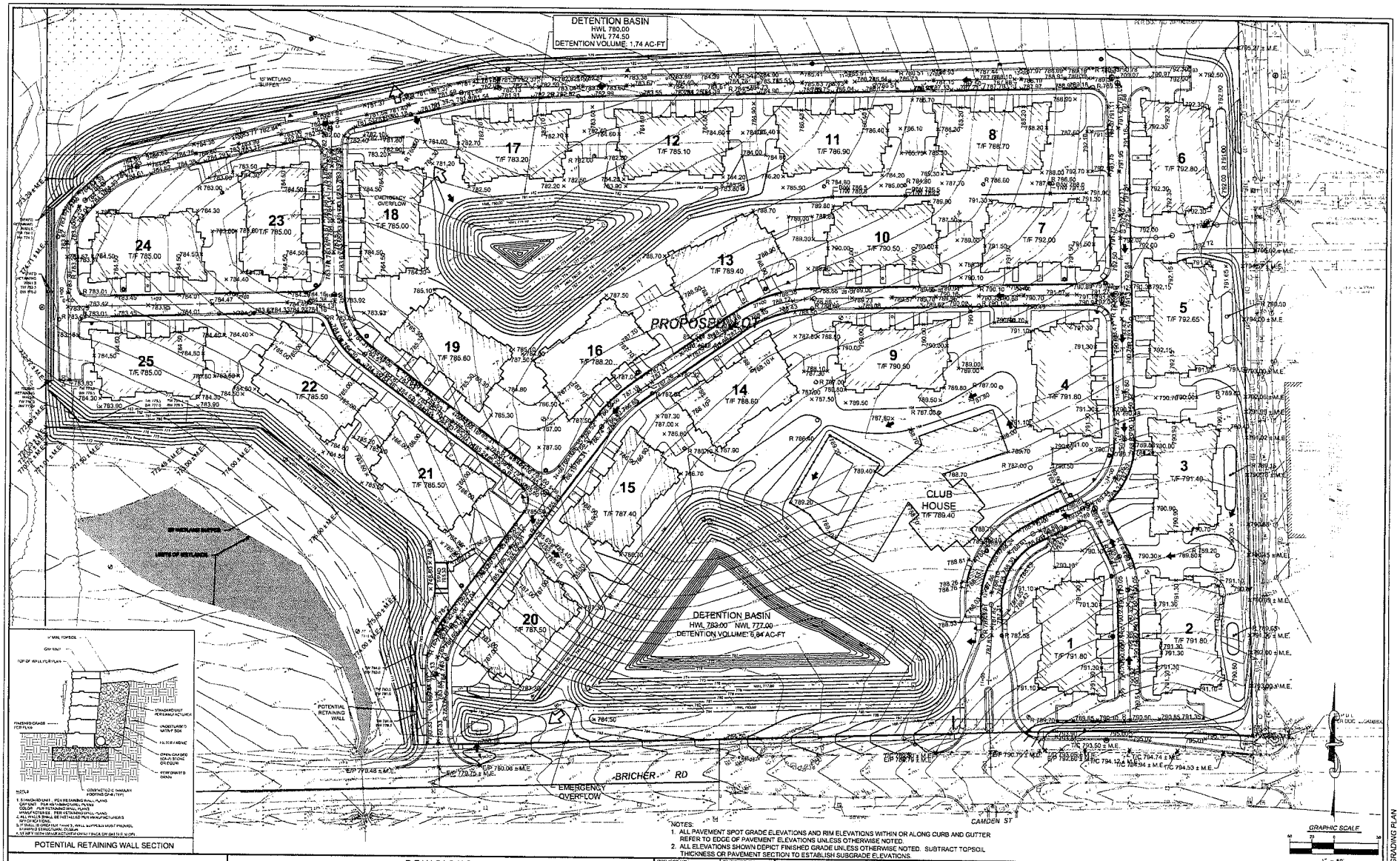
PROJECT NO	16262
DESIGNED BY	MTB
FILE NAME	1.0 LAY16262.DWG
DRAWN BY	VRS
ORIGINAL ISSUE DATE	03/24/2017
CHECKED BY	SCN
SCALE	1:50
PROJECT MANAGER	BCR

PRAIRIE WINDS
ST. CHARLES FINAL ENGINEERING ILLINOIS

PRELIMINARY LAYOUT PLAN

DRAWING NO 1.0

16262 - PRELIMINARY LAYOUT PLAN



POTENTIAL RETAINING WALL SECTION

NOTES:
1. ALL PAVEMENT SPOT GRADE ELEVATIONS AND RIM ELEVATIONS WITHIN OR ALONG CURB AND GUTTER REFER TO EDGE OF PAVEMENT ELEVATIONS UNLESS OTHERWISE NOTED.
2. ALL ELEVATIONS SHOWN DEPICT FINISHED GRADE UNLESS OTHERWISE NOTED. SUBTRACT TOPSOIL THICKNESS OR PAVEMENT SECTION TO ESTABLISH SUBGRADE ELEVATIONS.

GRAPHIC SCALE
1" = 50

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REVISIONS

NO	DATE	DESCRIPTION	NO	DATE	DESCRIPTION
1	03-31-17	REVISED PER AGENCY REVIEW			
2	04-14-17	REVISED PER AGENCY REVIEW			

PROJECT NO	16262
DESIGNED BY	MTB
FILE NAME	2.0 GRD16262.DWG
DRAWN BY	VRS
ORIGINAL ISSUE DATE	03/24/2017
CHECKED BY	BCR
SCALE	1:50
PROJECT MANAGER	BCR

PRAIRIE WINDS

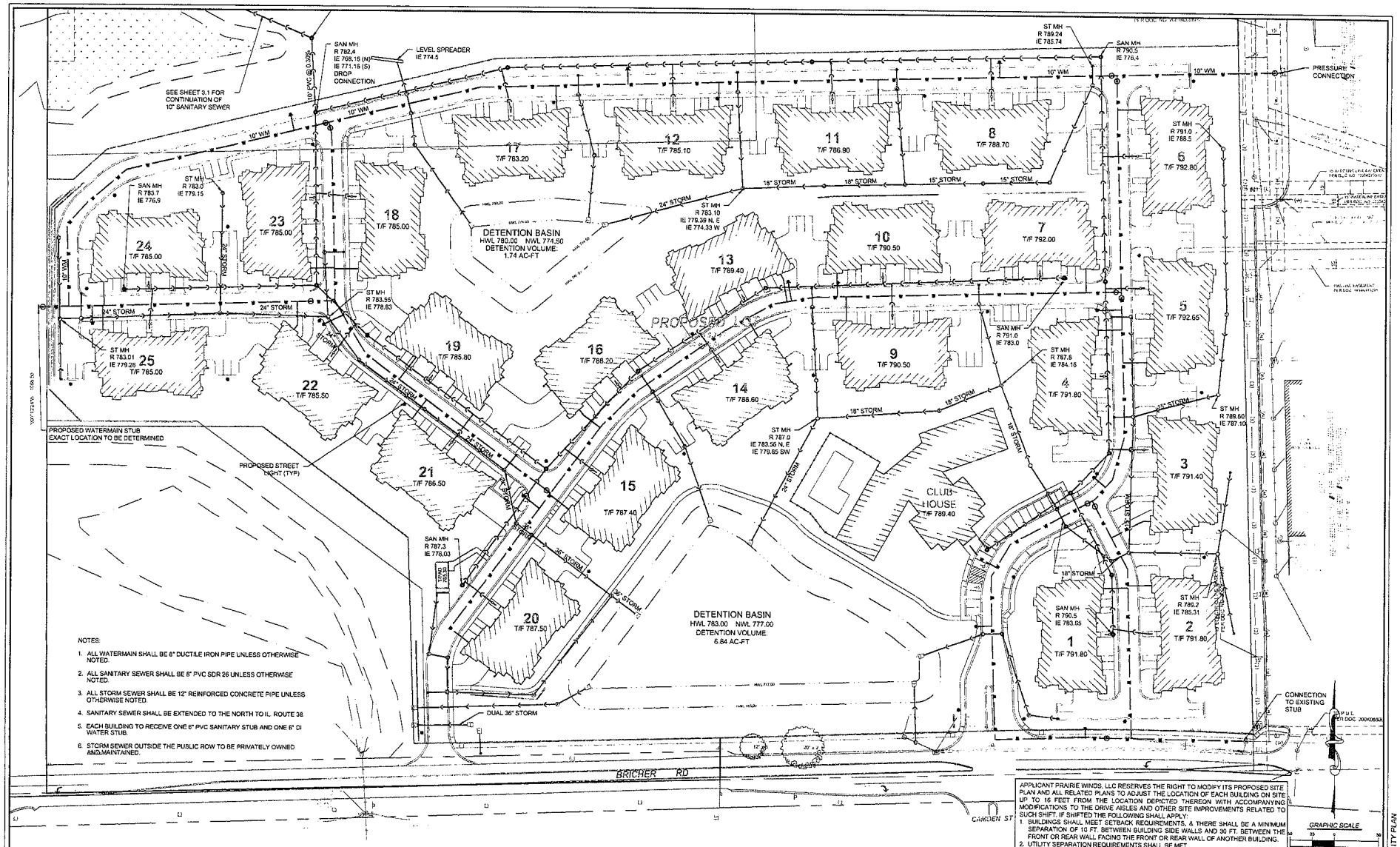
ST. CHARLES FINAL ENGINEERING ILLINOIS

PRELIMINARY GRADING PLAN

DRAWING NO 2.0

16262 - PRELIMINARY GRADING PLAN

2.0 GRD16262.DWG - 4/14/2017 2:41 PM



NOTES:

1. ALL WATERMAIN SHALL BE 6" DUCTILE IRON PIPE UNLESS OTHERWISE NOTED.
2. ALL SANITARY SEWER SHALL BE 8" PVC SDR 26 UNLESS OTHERWISE NOTED.
3. ALL STORM SEWER SHALL BE 12" REINFORCED CONCRETE PIPE UNLESS OTHERWISE NOTED.
4. SANITARY SEWER SHALL BE EXTENDED TO THE NORTH TO IL. ROUTE 38.
5. EACH BUILDING TO RECEIVE ONE 6" PVC SANITARY STUB AND ONE 6" DI WATER STUB.
6. STORM SEWER OUTSIDE THE PUBLIC ROW TO BE PRIVATELY OWNED AND MAINTAINED.

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GRAPHIC SCALE
30 0 30 60
1" = 50'

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REVISIONS

NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
1	03-31-17	REVISED PER AGENCY REVIEW			
2	04-14-17	REVISED PER AGENCY REVIEW			

PROJECT NO	16262	DESIGNED BY	MTB
FILE NAME	3.0 UTL16262.DWG	DRAWN BY	VRS
ORIGINAL ISSUE DATE	03/24/2017	CHECKED BY	BCR
SCALE	1:50	PROJECT MANAGER	BCR

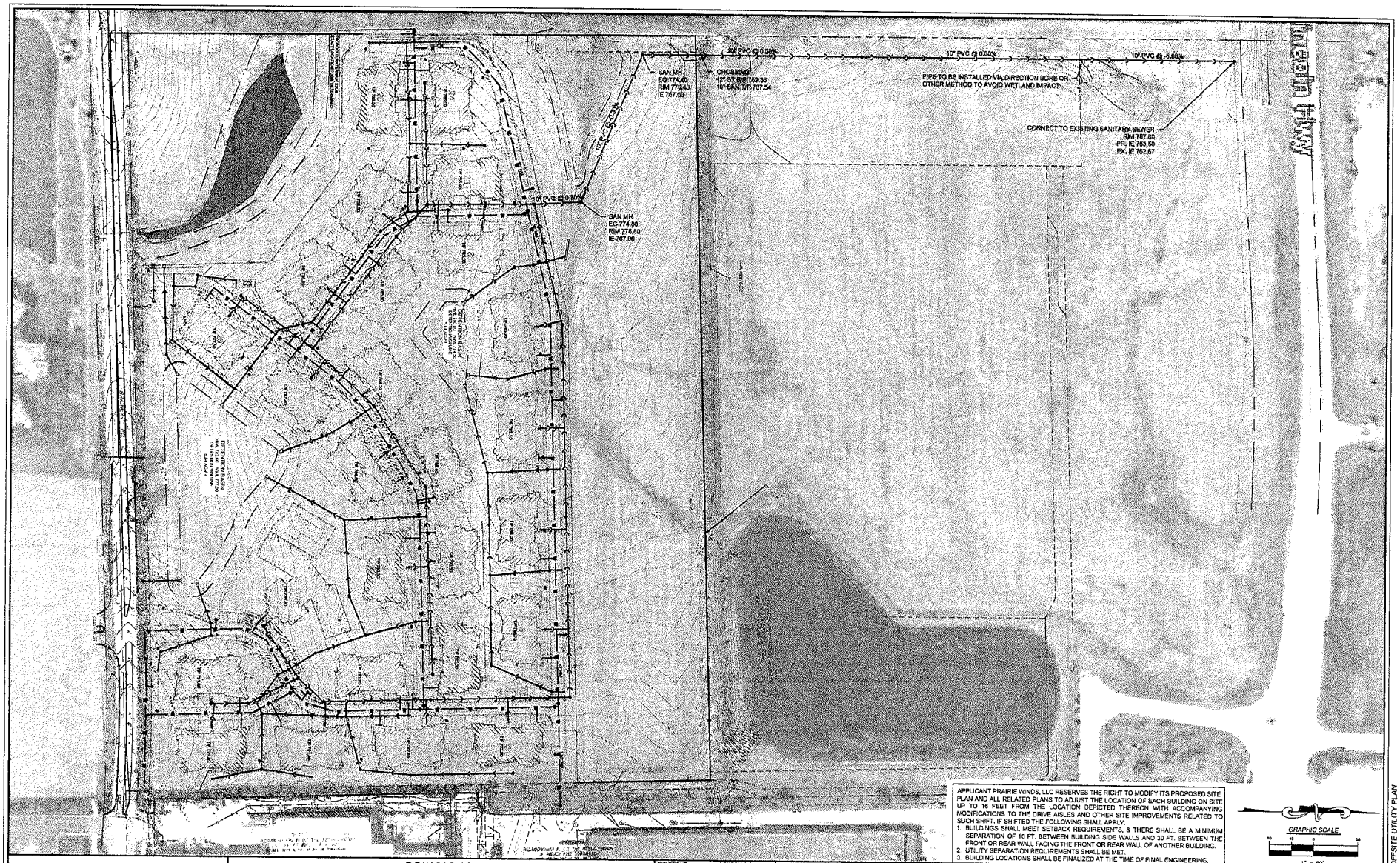
PRAIRIE WINDS
ST. CHARLES FINAL ENGINEERING ILLINOIS

PRELIMINARY UTILITY PLAN

DRAWING NO 3.0

16262 - PRELIMINARY UTILITY PLAN

3.0 UTL 16262.DWG - 4/14/2017 2:43 PM



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GRAPHIC SCALE
40 0 40 80
1" = 80'

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REVISIONS

NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
1	03-31-17	REVISED PER AGENCY REVIEW			
2	04-14-17	REVISED PER AGENCY REVIEW			

PROJECT NO:	16262
FILE NAME:	3.0 UTL 16262.DWG
ORIGINAL ISSUE DATE:	03/24/2017
SCALE:	1" = 80'
DESIGNED BY:	MTB
DRAWN BY:	VRS
CHECKED BY:	BCR
PROJECT MANAGER:	BCR

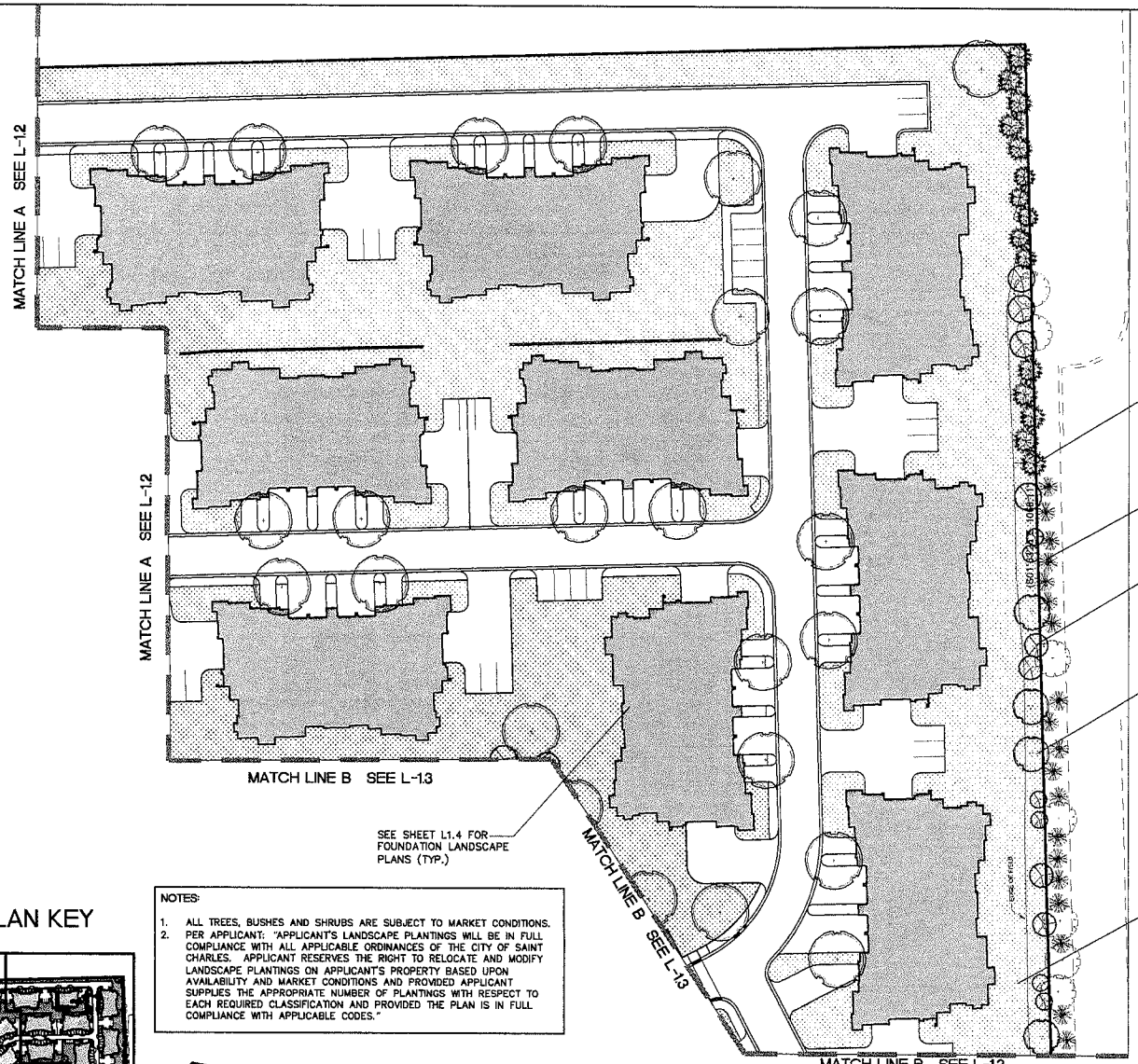
PRAIRIE WINDS
ST. CHARLES FINAL ENGINEERING ILLINOIS

PRELIMINARY OFFSITE UTILITY PLAN

DRAWING NO. 3.1

16262 - PRELIMINARY OFFSITE UTILITY PLAN

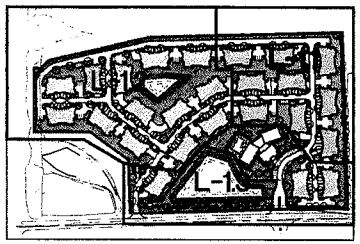
3.0 UTL 16262.DWG - 4/14/2017 3:36 PM



GENERAL NOTES:
THESE PLANS ARE PRELIMINARY. PLANS ARE BASED ON THE SITE PLAN DATED 03/30/17 PREPARED FOR PRAIRIE WINDS DEVELOPMENT.

1. PRIOR TO CONSTRUCTION, CONTRACTOR TO CONTACT THE DESIGN LANDSCAPE ARCHITECT TO VERIFY THAT THEY ARE WORKING FROM THE MOST CURRENT SET OF PLANS AND SPECIFICATIONS.

LANDSCAPE PLAN KEY



NOTES:

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2. PER APPLICANT: "APPLICANT'S LANDSCAPE PLANTINGS WILL BE IN FULL COMPLIANCE WITH ALL APPLICABLE ORDINANCES OF THE CITY OF SAINT CHARLES. APPLICANT RESERVES THE RIGHT TO RELOCATE AND MODIFY LANDSCAPE PLANTINGS ON APPLICANT'S PROPERTY BASED UPON AVAILABILITY AND MARKET CONDITIONS AND PROVIDED APPLICANT SUPPLIES THE APPROPRIATE NUMBER OF PLANTINGS WITH RESPECT TO EACH REQUIRED CLASSIFICATION AND PROVIDED THE PLAN IS IN FULL COMPLIANCE WITH APPLICABLE CODES."

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KENNETH M. PRICE
157-001488
LICENSED LANDSCAPE ARCHITECT
STATE OF ILLINOIS

LANDSCAPE PLAN DESIGNED BY KENNETH M. PRICE, RLA

30 0 15 30 60 120

PRELIMINARY NE LANDSCAPE PLAN

NO.	REVISIONS	DATE
1	PER STAFF	02/07/17
2	PER STAFF REVIEW COMMENTS	03/31/17
3	NO REVISIONS	04/13/17

Prepared For:

Executive Affiliates, Inc.
47W210 US Hwy. 30
Big Rock, IL 60511

PRAIRIE WINDS - ST. CHARLES
NWC Bricher Rd. and Randall Rd.
St. Charles, Illinois

Prepared By:

Watermark Engineering Resources, Ltd.
2121 Corporate Drive, Suite 100, Aurora, IL 60502
phone 630-315-1830 fax 630-236-8210 www.watermarkengineering.com

CHECKED BY: J. MILLER
DESIGN BY: KMP/ D.O.
DRAWN BY: KMP/ D.O.
DATE: FEBRUARY 22, 2017
SCALE: 1" = 30'
PROJECT NO.: 17-012

L-1.1

PRELIMINARY NE LANDSCAPE PLAN

NOTES:

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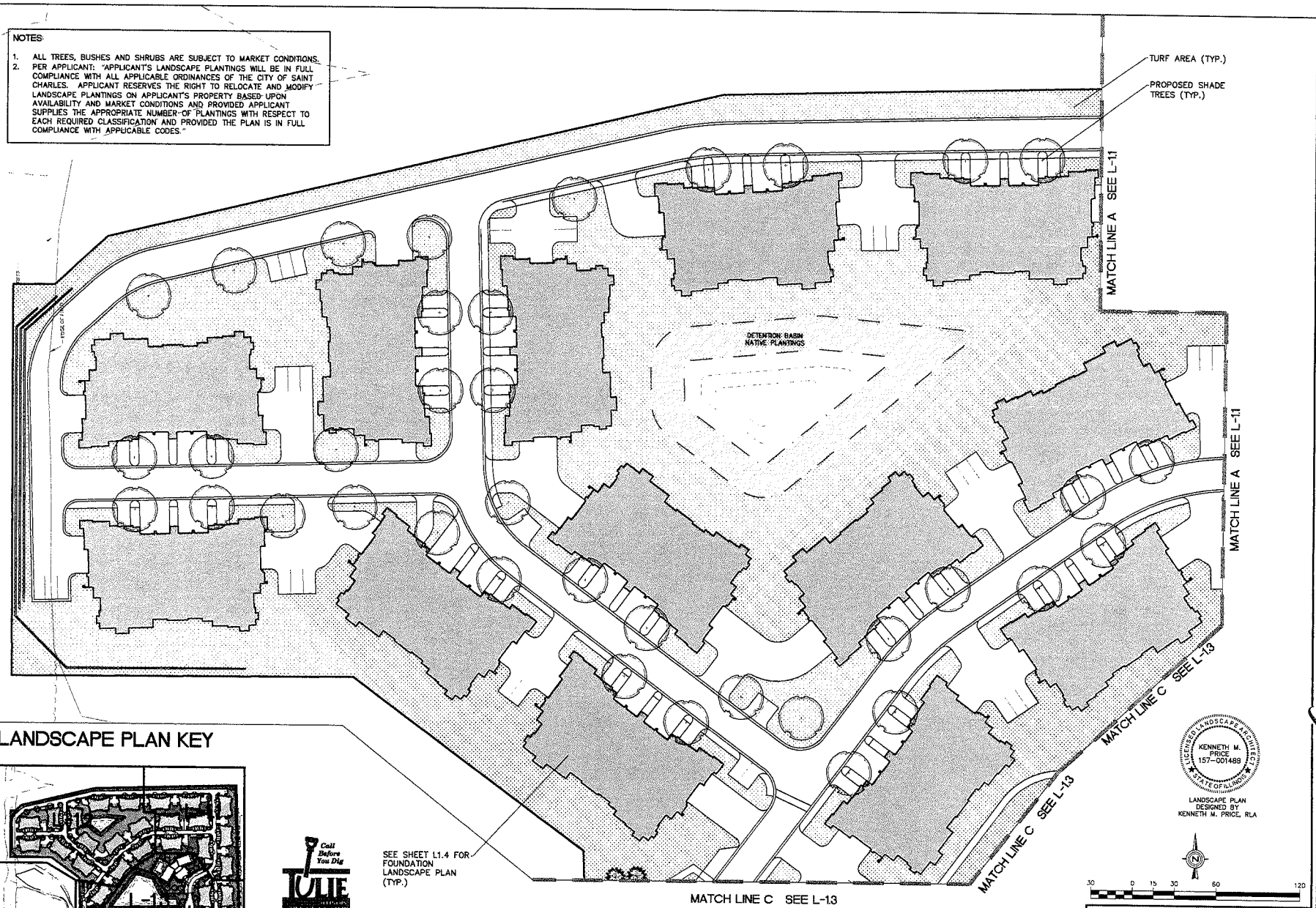
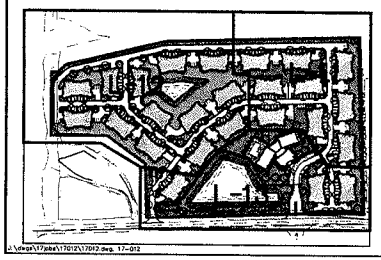


LANDSCAPE PLAN KEY



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PRELIMINARY NW LANDSCAPE PLAN

NO.	REVISIONS	DATE
1	PER CLIENT	03/07/17
2	PER STAFF REVIEW COMMENTS	03/31/17
3	NO REVISIONS	04/13/17

Prepared For:

Executive Affiliates, Inc.
47W210 US Hwy. 30
Big Rock, IL 60511

PRAIRIE WINDS - ST. CHARLES
NWC Bricher Rd. and Randall Rd.
St. Charles, Illinois

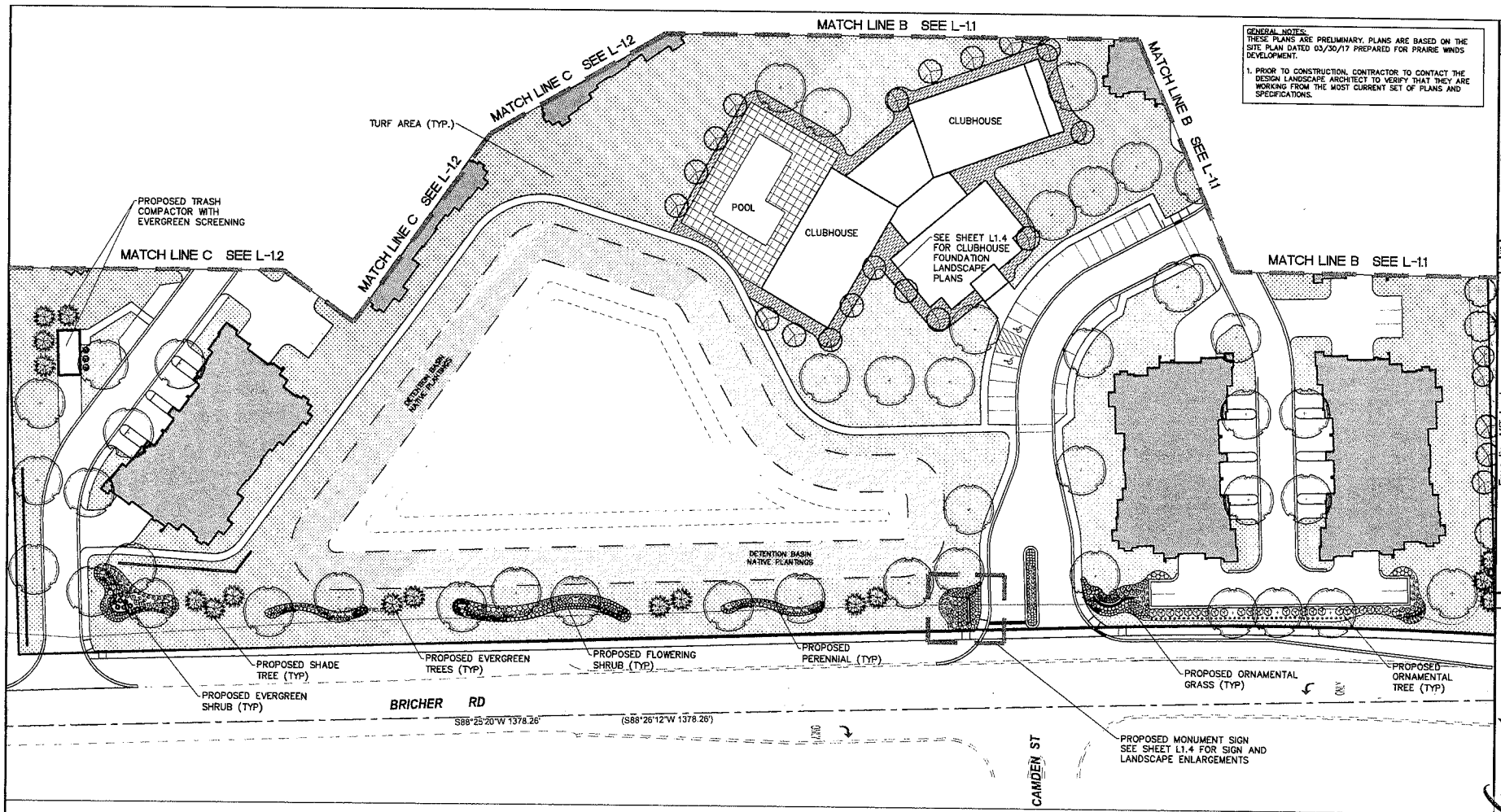
Prepared By:

Watermark Engineering Resources, Ltd.
2631 Ginger Woods Parkway, Suite 100, Aurora, IL 60502
phone 630-375-1800 fax 630-236-9680 www.watermarkengineering.com

CHECKED BY: J. MILLER
DESIGN BY: KMP / D.O.
DRAWN BY: KMP D.O.
DATE: FEBRUARY 27, 2017
SCALE: 1" = 30'
PROJECT NO.: 17-012

L-1.2

PRELIMINARY NW LANDSCAPE PLAN



GENERAL NOTES:
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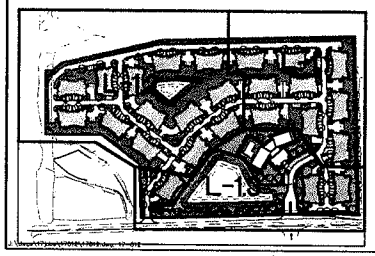
LANDSCAPE PLAN KEY



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Simply Call 811

LICENSED LANDSCAPE ARCHITECT
KENNETH M. PRICE
157-001488
STATE OF ILLINOIS

LANDSCAPE PLAN DESIGNED BY KENNETH M. PRICE, RLA

30 0 15 30 60 120

PRELIMINARY SOUTH LANDSCAPE PLAN

NO.	REVISIONS	DATE
1	PER CLIENT	03/07/17
2	PER STAFF REVIEW COMMENTS	03/31/17
3	CLUBHOUSE CHANGE	04/13/17

Prepared For:

Executive Affiliates, Inc.
47W210 US Hwy. 30
Big Rock, IL 60511

PRAIRIE WINDS - ST. CHARLES
NWC Bricher Rd. and Randall Rd.
St. Charles, Illinois

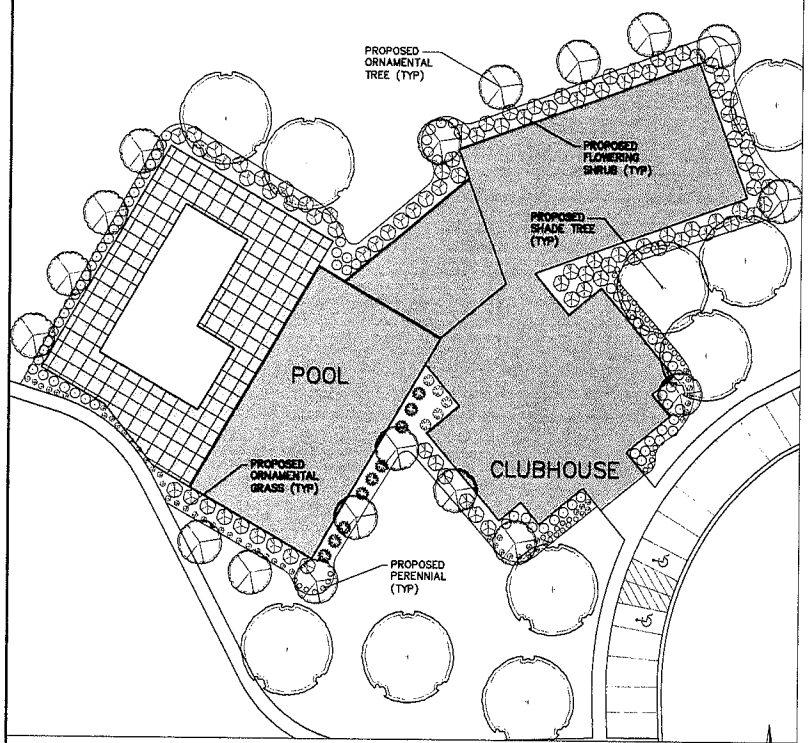
Prepared By:

Watermark Engineering RESOURCES, LTD
2631 Ginger Woods Parkway, Suite 160, Aurora, IL 60502
phone 630-315-1800 fax 630-236-9950 www.watermarkengineering.com

CHECKED BY: J. MILLER
DESIGN BY: KMP/ D.O.
DRAWN BY: KMP D.O.
DATE: FEBRUARY 27, 2017
SCALE: 1" = 30'
PROJECT NO.: 17-012

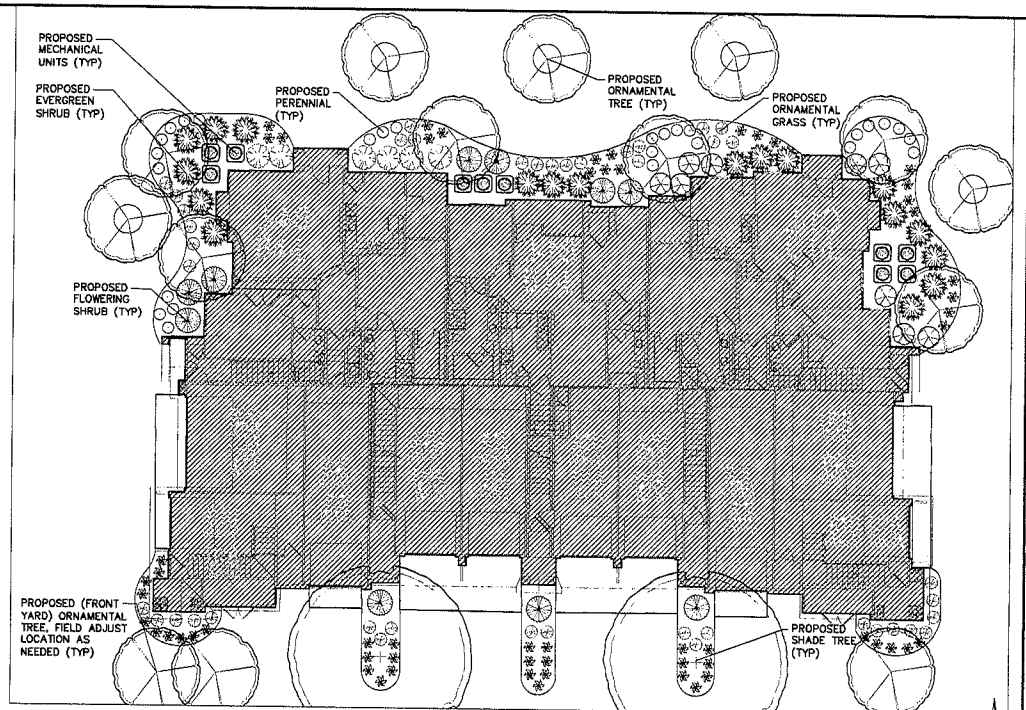
L-1.3

PRELIMINARY SOUTH LANDSCAPE PLAN



CLUBHOUSE FOUNDATION LANDSCAPE PLAN

SCALE: 1" = 20'



TYPICAL RESIDENTIAL BUILDING FOUNDATION LANDSCAPE PLAN

SCALE: 1" = 10'

CLUBHOOUSE FOUNDATION LANDSCAPE CALCULATION

BUILDING ELEVATION	FOUNDATION TREE REQUIREMENT	FOUNDATION SHRUBS AND PERENNIAL REQUIREMENT	FOUNDATION TREES PROVIDED	FOUNDATION SHRUBS AND PERENNIALS PROVIDED
FRONT ELEVATION	5 TREES	46 SHRUBS & PERENNIALS	5 TREES	46 SHRUBS & PERENNIALS
REMAINING ELEVATIONS	23 TREES	230 SHRUBS & PERENNIALS	23 TREES	231 SHRUBS & PERENNIALS
TOTAL REQUIREMENT	28 TREES	276 SHRUBS & PERENNIALS	28 TREES	278 SHRUBS & PERENNIALS

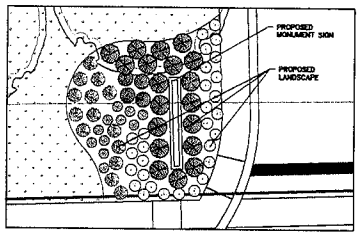
TYPICAL RESIDENTIAL BUILDING FOUNDATION LANDSCAPE CALCULATION

BUILDING ELEVATION	FOUNDATION TREE REQUIREMENT	FOUNDATION SHRUBS AND PERENNIAL REQUIREMENT	FOUNDATION TREES PROVIDED	FOUNDATION SHRUBS AND PERENNIALS PROVIDED
FRONT ELEVATION	5 TREES	52 SHRUBS & PERENNIALS	5 TREES	52 SHRUBS & PERENNIALS
REMAINING ELEVATIONS	11 TREES	112 SHRUBS & PERENNIALS	11 TREES	112 SHRUBS & PERENNIALS
TOTAL REQUIREMENT	16 TREES	164 SHRUBS & PERENNIALS	16 TREES	164 SHRUBS & PERENNIALS

* DUE TO ARCHITECTURAL STYLE AND DRIVEWAY LOCATIONS, THE REQUIRED TREES AND SHRUBS SHALL BE FIELD ADJUSTED AS NEEDED FOR SPECIFIC SITE CONDITIONS.

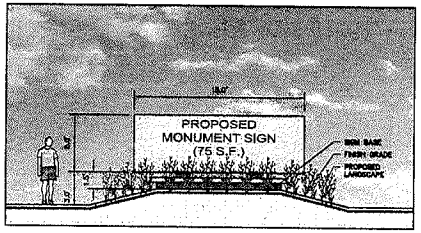
NOTES:

1. ALL TREES, BUSHES AND SHRUBS ARE SUBJECT TO MARKET CONDITIONS.
2. PER APPLICANT: "APPLICANT'S LANDSCAPE PLANTINGS WILL BE IN FULL COMPLIANCE WITH ALL APPLICABLE ORDINANCES OF THE CITY OF SAINT CHARLES. APPLICANT RESERVES THE RIGHT TO RELOCATE AND MODIFY LANDSCAPE PLANTINGS ON APPLICANT'S PROPERTY BASED UPON AVAILABILITY AND MARKET CONDITIONS AND PROVIDED APPLICANT SUPPLIES THE APPROPRIATE NUMBER OF PLANTINGS WITH RESPECT TO EACH REQUIRED CLASSIFICATION AND PROVIDED THE PLAN IS IN FULL COMPLIANCE WITH APPLICABLE CODES."



MONUMENT SIGN LANDSCAPE PLAN

SCALE: 1" = 10'



MONUMENT SIGN ELEVATION

SCALE: 1" = 5'

Call Before You Dig
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KENNETH M. PRICE
157-001488
LICENSED LANDSCAPE ARCHITECT
STATE OF ILLINOIS

LANDSCAPE PLAN DESIGNED BY KENNETH M. PRICE, RLA

FOUNDATION LANDSCAPE PLANS

NO.	REVISIONS	DATE
1	PER CLIENT	02/01/17
2	PER STAFF REVIEW COMMENTS	03/03/17
3	CLUBHOUSE CHANGE	04/13/17

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DATE: FEBRUARY 27, 2017	
SCALE: AS NOTED	
PROJECT NO.: 17-012	

L-1.4

FOUNDATION LANDSCAPE PLANS

LANDSCAPE NOTES

1. ALL PLANT MATERIAL SHALL BE HARDY TO THE ZONE IT IS BEING PLANTED IN. ALL TREES AND SHRUBS ARE TO BE BALLED AND BURLAPED UNLESS OTHERWISE NOTED AND SHALL BE GROWN IN ACCORDANCE WITH THE STANDARDS SET FORTH BY THE LATEST EDITION OF AMERICAN STANDARD FOR NURSERY STOCK PUBLISHED BY AMERICANHORT.
2. PLANT SIZES CALLED OUT ON THIS PLAN ARE THE MINIMUM SIZE REQUIRED. PLANTS WHICH FAIL TO MEET THE SIZES LISTED, SHALL BE REJECTED AT THE EXPENSE OF THE CONTRACTOR.
3. CONTRACTOR MUST VERIFY ALL MATERIAL QUANTITIES AS DEPICTED ON THE DRAWING. THE PLANT LIST PROVIDED ON THIS PLAN IS FOR CONVENIENCE ONLY.
4. THE CONTRACTOR SHALL NOTIFY ALL APPROPRIATE AGENCIES AND UTILITY LOCATORS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOT BEGIN ANY WORK ON-SITE UNTIL ALL UTILITIES HAVE BEEN LOCATED. CONTRACTOR SHALL OBTAIN "AS-BUILT" PLANS FOR ALL IRRIGATION AND LIGHTING PRIOR TO CONSTRUCTION.
5. CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL UTILITIES INCLUDING IRRIGATION AND LIGHTING. ALL DAMAGE SHALL BE REPAIRED TO A NEW CONDITION IN ACCORDANCE WITH ALL CODES AT NO COST TO THE OWNER – SEE NOTE 5.
6. ALL UNSUITABLE MATERIAL (CONCRETE, AGGREGATE STONE, CRUSHED ASPHALT, BRICK ETC.) SHALL BE REMOVED, INCLUDING HAUL OFF, PRIOR TO PLANTING AND SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR.
7. SOIL MIX PM35 BY MIDWEST TRADING COMPANY OR EQUAL SHALL BE ROTOTILLED INTO ALL PERENNIAL AND ANNUAL PLANTING BEDS PRIOR TO THE INSTALLATION OF THE PLANT MATERIAL. A SLOW RELEASE, GRANULAR FERTILIZER SHALL BE APPLIED TO ALL ANNUAL AND PERENNIAL PLANTING BEDS AT THE RECOMMENDED RATE, AND SHALL BE ROTOTILLED IN WITH THE ABOVE SOIL MIXTURE BEFORE THE PLANT MATERIAL IS INSTALLED.
8. CONTRACTOR TO PROVIDE THOROUGH INITIAL WATERING OF ALL PLANTINGS WITHIN 12 HOURS OF INSTALLATION TO ENSURE ALL AIR POCKETS HAVE BEEN REMOVED AROUND ROOT BALL.
9. ALL PLANT BED AREAS ARE TO BE MULCHED WITH 3" OF DOUBLE SHREDDED HARDWOOD MULCH AND SHALL BE SEPARATED WITH A SPADE EDGE ALONG PERIMETERS ADJACENT TO TURF AREAS. FINAL GRADE (AFTER SETTLING) SHALL BE 1" BELOW ADJACENT CURBS.
10. ALL TURF AREAS ARE TO BE A MINIMUM OF A FIVE WAY BLUEGRASS BLEND, UNLESS OTHERWISE NOTED. CONTRACTOR IS RESPONSIBLE FOR WATERING ALL INSTALLED TURF AREAS UNTIL TIME OF KNITTING. IF TURF SEED AND SOD OCCUR ON THE SAME PROJECT, CONTRACTOR SHALL VERIFY AND USE SEED MIXTURES TO MATCH SOD.
11. AREAS TO BE SODDED SHALL BE WITH AN "APPROVED TURFGRASS SOD" OF PREMIUM GRADE. SOD SHALL BE A 5 WAY BLEND OF IMPROVED KENTUCKY BLUEGRASS VARIETIES THAT HAS BEEN GROWN LOCALLY TO THE PROJECT SITE. SOD MUST BE MATURED FOR 2 FULL GROWING SEASONS PRIOR TO HARVEST CUTTING AND BE HEALTHY WITH WELL ESTABLISHED ROOTS. SOD SHALL BE FREE OF DISEASE, INSECTS AND DEBRIS. SOD SHALL BE UNIFORM IN LEAF COLOR, TEXTURE, AND DENSITY. SOD SHALL BE DELIVERED, INSTALLED, AND WATERED WITHIN 24 HOURS OF HARVEST IN WHICH TEMPERATURES DO NOT EXCEED 90 DEGREES (F) NOR LESS THAN 55 DEGREES (F). SOD SHALL BE MACHINE-CUT AT A MINIMUM UNIFORM SOIL THICKNESS (1.5" OF SOD IS DESIRED) BUT SOD THICKNESS SHALL BE A THICKNESS NECESSARY FOR PLANT VIABILITY. SOD SHALL BE LAID IN STAGGERED STRAIGHT LINES, TIGHTLY AGAINST EACH OTHER WITHOUT STRETCHING OR OVERLAPPING. SOD STAKES SHALL USED ON ALL SLOPES 4:1 OR GREATER.
12. CONTRACTOR SHALL REPAIR ALL DISTURBED AREAS (INTENDED OR UNINTENDED) AT A MINIMUM, TO THE ORIGINAL CONDITION UNLESS OTHERWISE NOTED.
13. THE EXISTING PLANT MATERIAL SHOWN ON THIS PLAN IS INTENDED SOLELY TO IDENTIFY THEM AS OBSERVED IN THE FIELD. THIS PLAN DOES NOT MAKE ANY CLAIMS ABOUT THE CONDITION OR SAFETY OF ANY OF THE PLANT MATERIAL DESCRIBED HEREIN OR OBSERVED IN THE FIELD.
14. ALL TRANSPLANTED PLANT MATERIAL MUST BE INSTALLED IMMEDIATELY UPON EXTRACTION FROM IT'S ORIGINAL LOCATION, UNLESS SPECIFIC ARRANGEMENTS HAVE BEEN MADE WITH THE LANDSCAPE ARCHITECT/DESIGNER. SHOULD IT BECOME UNREASONABLE TO TRANSPLANT ANY OF THE PLANT MATERIAL AS DESCRIBED IN THIS PLAN, DUE TO SITE CONSTRAINTS OR OTHERWISE, CONTRACTOR IS RESPONSIBLE FOR CONTACTING LANDSCAPE ARCHITECT/DESIGNER TO MAKE ALTERNATIVE ARRANGEMENTS.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE HEALTH AND VIABILITY OF THE PROPOSED PLANT MATERIAL INCLUDING WATERING, PROTECTION FROM PHYSICAL DAMAGE FROM THE TIME PLANT IS SELECTED THROUGH IT'S INSTALLATION.
16. CONTRACTOR IS RESPONSIBLE FOR ALL PLANT MATERIAL REMAINING PLUMB UNTIL THE END OF THE GUARANTEE PERIOD. PLANTS MAY NOT BE STAKED UNLESS APPROVED BY THE LANDSCAPE ARCHITECT/DESIGNER.
17. CONTRACTOR TO GUARANTEE PLANT MATERIAL AND LABOR FOR A MINIMUM OF ONE YEAR FROM THE TIME OF INSTALLATION.
18. THE CONTRACTOR IS RESPONSIBLE FOR BECOMING FAMILIAR WITH AND ABIDING BY THE LANDSCAPE ORDINANCES FOR THE SPECIFIC JURISDICTION IN WHICH THE WORK IS TAKING PLACE.
19. BIDDERS SHALL BE RESPONSIBLE FOR EXAMINING THE SITE, PRIOR TO PREPARING BID, TO BECOME FAMILIAR WITH THE SPECIFIC SITE CONSTRAINTS.
20. ALL EXISTING ON-SITE PLANT MATERIAL NOT EFFECTED BY CONSTRUCTION OR THE PROPOSED LANDSCAPE, SHALL BE BE PROTECTED AS PART OF THIS PLAN. EXISTING LANDSCAPE IN AREAS OF CONSTRUCTION AND PROPOSED LANDSCAPE SHALL BE REMOVED AS PART OF THIS PLAN.
21. THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY FOR THE COMPLETION OF ALL THE ITEMS SHOWN ON THE PLANS.
22. IF IRRIGATION IS DEEMED NECESSARY, THE DESIGN AND INSTALLATION OF THE IRRIGATION SYSTEM SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR. AN IRRIGATION PLAN ALONG WITH AN AS BUILT OF THE IRRIGATION SYSTEM SHALL BE PREPARED FOR OWNER REVIEW AND APPROVAL. CONTRACTOR SHALL GUARANTEE PERFORMANCE, PARTS, AND LABOR FOR A PERIOD OF 1 YEAR FROM THE DATE OF FINAL APPROVAL.
23. IF EXISTING IRRIGATION IS PRESENT ON SITE, CONTRACTOR SHALL ADJUST, ADD TO, OR SUBTRACT FROM, THE EXISTING IRRIGATION SYSTEM TO ACCOMMODATE ANY PROPOSED ALTERATIONS/ADDITIONS TO THE EXISTING LANDSCAPE. CONTRACTOR SHALL PROVIDE THE OWNER AN AS BUILT OF THE IRRIGATION SYSTEM AND ALL CHANGES TO THE SYSTEM AFFECTED BY THIS PROJECT.
24. PROVIDE TOPSOIL RE-SPREAD PER THE FOLLOWING UNLESS OTHERWISE NOTED:
    A. 4" MINIMUM IN GRASS OR SOD AREAS
    B. 6" MINIMUM IN PLANTING AREAS
    C. 12" MINIMUM IN LANDSCAPE ISLANDS

NATIVE PLANTING SPECIFICATIONS FOR STORMWATER B.M.P.S

DESCRIPTION AND GENERAL REQUIREMENTS

1. WORK SHALL CONSIST OF PROVIDING, DELIVERING, AND INSTALLING ALL SEEDS, PLUGS, PLANTS, OR OTHER MATERIALS REQUIRED FOR THE ESTABLISHMENT OF THE PROPOSED STORMWATER BMP. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL POST-PLANTING MAINTENANCE UNTIL RELEASED BY THE LANDSCAPE ARCHITECT/ DESIGNER OR OWNER'S REPRESENTATIVE, AND ANY TASKS AND OPERATIONS IN COMPLIANCE WITH THE PLANS AS SPECIFIED IN THIS PROVISION OR AS DEEMED NECESSARY BY THE LANDSCAPE ARCHITECT/DESIGNER OR OWNER'S REPRESENTATIVE.
2. COMPLIANCE WITH LOCAL REQUIREMENTS AS RELATED TO THE WORK AS DESCRIBED HEREIN INCLUDING PERFORMANCE AND MAINTENANCE STANDARDS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND/ OR SUB-CONTRACTORS.
3. WORK SHALL BE PERFORMED ONLY BY A COMPANY SPECIALIZING IN NATIVE/ WETLAND INSTALLATION AND MAINTENANCE WITH A MINIMUM OF 7 YEARS OF EXPERIENCE. PERSONAL ASSIGNED TO SITE SHALL HAVE A MINIMUM OF 3 YEARS OF PROFESSIONAL EXPERIENCE IN ASSIGNED WORK. IN NO CASE SHALL ANYONE WORK ON-SITE WITHOUT A QUALIFIED SUPERVISOR.
4. THE CONTRACTOR IS RESPONSIBLE TO OBTAIN ALL PERMITS THAT ARE REQUIRED BY THE APPLICABLE AGENCIES.
5. THE CONTRACTOR SHALL NOTIFY THE DESIGNER, ALL GOVERNMENTAL AGENCIES HAVING JURISDICTION, AND ALL UTILITY COMPANIES THAT MAY BE AFFECTED BY THE PROPOSED CONSTRUCTION 2 WORKING DAYS PRIOR TO THE START OF CONSTRUCTION TO ARRANGE APPROPRIATE CONSTRUCTION INSPECTIONS.
6. THE MUNICIPALITY SHALL HAVE THE AUTHORITY TO INSPECT, APPROVE, AND REJECT THE CONSTRUCTION OF THE IMPROVEMENTS.
7. PRIOR TO CONSTRUCTION, THE CONTRACTOR IS TO CONTACT THE DESIGNER TO VERIFY THAT THEY ARE WORKING FROM THE MOST CURRENT SET OF PLANS AND SPECIFICATIONS.
8. THE CONTRACTOR IS TO FOLLOW ALL ORDINANCES AND REQUIREMENTS OF THE STATE, COMMUNITY, AND LOCAL DISTRICTS. ALL PROPOSED IMPROVEMENTS ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS FOR THE PROJECT.
   PRIOR TO BID AND PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL INSPECT THE SITE TO VERIFY THAT THERE ARE NO DISCREPANCIES BETWEEN THE PLANS AND THE ACTUAL CONDITIONS AT THE SITE. IF ANY DISCREPANCIES ARE FOUND, AT ANY TIME BEFORE OR DURING CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE DESIGN ENGINEER IMMEDIATELY (BEFORE ANY ADDITIONAL IMPROVEMENTS ARE INSTALLED) IN ORDER TO OBTAIN WRITTEN CONFIRMATION BY THE LANDSCAPE ARCHITECT/DESIGNER AS TO ANY REVISIONS/SUBSTITUTIONS THAT MAY NEED TO BE MADE TO THE PLANS.
9. CONTRACTOR SHALL GUARANTEE ALL SEED, PLUGS, PLANTS, LABOR AND ANY MATERIAL FOR THE DURATION OF ANY AND ALL INSTALLATION AND MAINTENANCE CONTRACT OR 1 YEAR, WHICHEVER IS GREATER.
10. THE CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGES ON AND OFF-SITE AND THE CONTRACTOR SHALL PROVIDE A WRITTEN STATEMENT TO HOLD HARMLESS THE OWNER AND ANY OTHER AGENTS OF THE PROJECT.
11. THE CONTRACTOR SHALL INDEMNIFY WATERMARK ENGINEERING RESOURCES, LTD (THE ENGINEER), ARCHITECT AND OWNER, THEIR AGENTS, ETC., FROM ALL LIABILITY INVOLVED WITH THE CONSTRUCTION.

SEEDS, PLUGS AND PLANTS

12. ALL SEEDS, PLUGS AND PLANTS SHALL BE GUARANTEED TO BE TRUE TO BOTANICAL NAME AND VARIETIES.
13. SEED MIX PERCENTAGES SHALL MATCH SEED COUNT AND PERCENTAGES SPECIFIED.
14. SEED MIX PERCENTAGES/ QUANTITY INDICATED PER ACRE SHALL MEAN THE TOTAL AMOUNT OF PLS (PURE LIVE SEED) PER ACRE FOR ALL SPECIES EXCLUDING FORBS.
15. SEED MIXTURES TAGS SHALL BE SUBMITTED A MINIMUM OF 2 WEEKS PRIOR TO SEEDING TIME FOR APPROVAL BY THE LANDSCAPE ARCHITECT/ DESIGNER OR OWNER'S REPRESENTATIVE.
16. ALL SEEDS SHALL HAVE THE PROPER STRATIFICATION AND/OR SCARIFICATIONS TO BREAK SEEDS OUT OF DORMANCY FOR ANY PLANTING TO OCCUR OTHER THAN FALL PLANTING.
17. LEGUMES SHALL BE INOCULATED WITH THE PROPER RHIZOBIA AS NECESSARY FOR SCHEDULED PLANTING TIME.
18. IF NOT ALREADY INCLUDED IN THE SEED MIX, PLANT A TEMPORARY COVER CROP ALONG WITH THE SEED TO STABILIZE THE SOIL WHILE THE PERMANENT NATIVE SPECIES GERMINATE AND BECOME ESTABLISHED, ESPECIALLY IN HIGHLY ERODIBLE AREAS.
19. SEEDS AND PLUGS SHALL BE FROM A SOURCE WITHIN A MAXIMUM OF 200 MILES FROM THE PROJECT LOCATION.
20. ALL QUANTITIES ARE THE RESPONSIBILITY OF THE CONTRACTOR AND ARE TO BE VERIFIED PRIOR TO CONSTRUCTION. IF DISCREPANCIES OCCUR, THE CONTRACTOR IS TO CONTACT THE LANDSCAPE ARCHITECT/ DESIGNER OR OWNER'S REPRESENTATIVE IMMEDIATELY AND NO WORK IS TO BE DONE UNTIL APPROVED BY THE LANDSCAPE ARCHITECT/ DESIGNER OR OWNER'S REPRESENTATIVE.

INSTALLATION

21. CONSTRUCTION REQUIREMENTS AND TIMELINES SHALL BE SCHEDULED WITH THE GENERAL CONTRACTOR.
22. MOW ANY EXCESS EXISTING VEGETATION SCHEDULED TO REMAIN TO A HEIGHT OF 6" MAXIMUM
23. APPLY BROAD SPECTRUM OR TARGETED HERBICIDE, DEPENDING ON SPECIES PRESENT. HERBICIDE APPLICATION MUST BE PERFORMED BY A LICENSED PESTICIDE APPLICATOR.CONTRACTOR TO VERIFY EXISTING TOPSOIL PH AND ORGANIC MATTER.
24. SOIL PH SHALL BE MONITORED AND ADJUSTED AS NEEDED FOR VIGOROUS PLANT HEALTH
25. CONTRACTOR IS RESPONSIBLE FOR ALL TESTING AND LABOR FOR ANNUAL SOIL TESTS AND AS NEEDED TO DIAGNOSE ANY PROBLEMATIC AREAS.
26. CONTRACTOR TO VERIFY WITH SEED SOURCE FOR APPROPRIATE PLANTING TIMES AND CONDITIONS AS NEEDED.
27. CONTRACTOR SHALL AVOID THE USE OF HEAVY EQUIPMENT AND ANY OTHER ACTIVITY THAT WILL RESULT IN OVER COMPACTION OF THE AREAS TO BE PLANTED.
28. WHEN APPLICABLE, CONTRACTOR SHALL INSTALL THE AMENDED SOIL MIX PER PLAN. MATERIALS MAKING UP AMENDED SOIL MIXTURE SHALL BE WELL BLENDED AND SHALL NOT INSTALLED SEPARATELY IN "LAYERS".
29. TOPSOIL SHALL BE TILLED AS NECESSARY TO COINCIDE WITH SEEDING METHODOLOGY WHETHER IT BE BROADCAST, DRILL, HYDRO-SEEDING, OR NO-TILL TYPES. SEEDING METHODOLOGY SHALL BE AT THE DISCRETION OF THE CONTRACTOR BUT SHALL BE IN A MANNER NECESSARY TO MAXIMIZE PLANT ESTABLISHMENT, UNIFORM COVERAGE AND THE PREVENTION OF SOIL EROSION.
30. TOPSOIL AND FINISH GRADE SHALL BE COORDINATED WITH THE GENERAL CONTRACTOR FOR SUPPLY, QUALITY, QUANTITY AND PLACEMENT OF TOPSOIL.
31. THE FINISH GRADE WILL BE SHAPED TO THE ELEVATION SHOWN ON THE PLANS. TOPSOIL WILL BE FREE OF DEBRIS, CLODS, STONES, ROOTS, STICKS, WASHOUTS, CRUSTING/ CAKING, WITH SOIL PARTICLES NOT TO EXCEED 2" IN DIAMETER. A TEMPORARY COVER CROP WILL BE REQUIRED TO BE ESTABLISHED AFTER THE FIRST FULL GROWING SEASON PER PLAN.
32. IF BROADCAST SEEDING IN DORMANCY, INSTALL WHEN THE EVENING TEMPERATURES DROP BELOW FREEZING. USE APPROPRIATE EROSION CONTROL MEASURES TO PROVIDE STABILIZATION UNTIL THE FOLLOWING GROWING SEASON.
33. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR DETERMINING AND IMPLEMENTING THE MEANS AND METHODS NECESSARY FOR THE SAFE AND SUCCESSFUL EXECUTION OF THE APPROVED PLANS. THIS INCLUDES BUT IS NOT LIMITED TO;
34. SEED INSTALLATION METHODS AND EQUIPMENT, PROTECTION OF PLANT MATERIAL/SEED FROM WILDLIFE AND OTHER ENVIRONMENTAL FACTORS DURING ESTABLISHMENT, APPROPRIATE MAINTENANCE TIMING AND TECHNIQUES ETC.
35. THIS SHALL BE DONE IN ACCORDANCE WITH THE PROVIDED DETAILS, SPECIFICATIONS AND PERFORMANCE STANDARDS WHICH ARE INTEGRAL TO THE APPROVED PLANS.
36. ANY RESTORATION NEEDED BECAUSE OF CONSTRUCTION SHALL BE PROVIDED BY THE CONTRACTOR AT NO ADDITIONAL COST.

MAINTENANCE AND MANAGEMENT

37. TO ENSURE PROPER ESTABLISHMENT, A MAINTENANCE AND MANAGEMENT PLAN SHALL BE REQUIRED TO SUPPORT SITE DEVELOPMENT GOALS. THEREFORE REGULAR MAINTENANCE AND MONITORING CONTROLS TO PREVENT INVASIVE SPECIES AND MAINTAIN OPTIMAL MOISTURE LEVELS ARE NECESSARY MANAGEMENT ACTIONS ITEMS FOR DURATIONS AS SPECIFIED. SELECTION OF MAINTENANCE METHODS PARTLY DEPENDS UPON TIMING AND OTHER FACTORS SUCH AS AESTHETIC GOALS, PROJECT SIZE, AND BUDGET TO DETERMINE WHAT TECHNIQUES WILL BE USED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR BECOMING FAMILIAR WITH THE PERFORMANCE STANDARDS AND, IN CONJUNCTION WITH THE OWNER, DEVELOPING THE APPROPRIATE MAINTENANCE TECHNIQUES AND SCHEDULE IN ORDER TO MEET THE CRITERIA AS DEFINED IN THE AFOREMENTIONED PERFORMANCE STANDARDS.
38. THE MAINTENANCE OF A NATIVE LANDSCAPE INCLUDES MANY DIFFERENT ACTIONS:
    REGULAR SITE INSPECTION AND MONITORING, MOWING, SELECTIVE HERBICIDE/ PESTICIDE APPLICATION, OVER-SEEDING AND SUPPLEMENTAL PLANTING, WATER CONTROL AND TEMPORARY IRRIGATION AND PRESCRIBED BURNING.

NATIVE PLANTING PERFORMANCE STANDARDS

MONITORING AND MANAGEMENT PERIOD AS REQUIRED	TEMPORARY VEGETATIVE COVER/PERMANENT SOIL STABILIZATION	PERCENT COVER OF PERENNIAL NATIVE VEGETATION FROM GERMINATED SEED	NONE OF THREE (3) MOST DOMINANT SPECIES ARE NON-NATIVE OR INVASIVE	SURVIVAL RATE FOR TREES AND SHRUBS	SURVIVAL RATE FOR PLUGS
YEAR 1	MUST MEET NPDES STANDARDS	10%	COVER CROP ACCEPTABLE	100%	100%
YEAR 2	NO UNVEGETATED AREAS GREATER THAN 3FT²	25%	REQUIRED	100%	100%
YEAR 3	NO UNVEGETATED AREAS GREATER THAN 2FT²	75%	REQUIRED	100%	100%

PLANT PALETTE

SHADE, ORNAMENTAL AND CONIFEROUS TREES

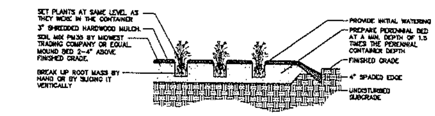
ABRV.	BOTANICAL NAME	COMMON NAME	SIZE
SSM	Acer miyabei 'Morton'	State Street Miyabe Maple	2 1/2" Cal.
GMM	Acer saccharum 'Green Mountain'	Green Mountain Sugar Maple	2 1/2" Cal.
ABM	Acer x fremanii 'Jeffersred'	Autumn Blaze Maple	2 1/2" Cal.
CHB	Celtis occidentalis 'Chicagoland'	Chicagoland Hackberry	2 1/2" Cal.
SLH	Gleditsia triacanthos var. inermis 'Skyline'	Skyline Honeylocust	2 1/2" Cal.
KCT	Gymnocladus dioicus (Male Only)	Kentucky Coffee Tree	2 1/2" Cal.
TLP	Liriodendron tulipifera	Tulip Tree	2 1/2" Cal.
SWO	Quercus bicolor	Swamp White Oak	2 1/2" Cal.
ESE	Ulmus propinqua 'JFS-Bieberich'	Emerald Sunshine Elm	2 1/2" Cal.
ABS	Amelanchier x grandiflora 'Autumn Brilliance'	Autumn Brilliance Serviceberry	6'
SMG	Magnolia stellata	Star Magnolia	6'
PRC	Malus 'Profusion'	Profusion Crab	6'
RJC	Malus 'Red Jewel'	Red Jewel Crabapple	6'
JTL	Syringa reticulata	Japanese Tree Lilac	6'
BHS	Picea glauca var. densata	Black Hills Spruce	6'
CBS	Picea pungens var. glauca	Colorado Blue Spruce	6'
VWP	Pinus flexilis 'Vanderwolf's Pyramid'	Vanderwolf's Pine	6'
DGF	Pseudotsuga menziesii	Douglas Fir	6'

FLOWERING AND EVERGREEN SHRUBS

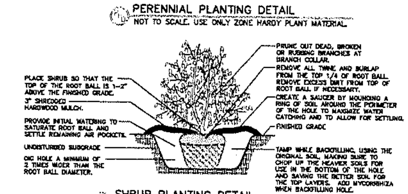
ABRV.	BOTANICAL NAME	COMMON NAME	SIZE
IBB	Aronia melanocarpa 'Morton'	Iriquois Beauty Black Chokeberry	5 Gal.
LBB	Buddleia davidii 'Pink Delight'	Pink Delight Butterfly Bush	5 Gal.
DHS	Diervilla sessilifolia 'LPDC Pondaras'	First Editions Cool Splash Diervilla	5 Gal.
DBB	Euonymus alatus 'Compactus'	Dwarf Burning Bush	5 Gal.
GLS	Rhus aromatica 'Grow-Low'	Grow-Low Sumac	5 Gal.
DKR	Rosa 'Radtko'	Double Knock Out Rose	3 Gal.
WOR	Rosa 'Radwhite'	White Out Rose	3 Gal.
PSR	Rosa var. 'NOA168098F'	Pink Supreme Carpet Rose	3 Gal.
ACR	Rosa var. 'NOA97400A'	Amber Carpet Rose	3 Gal.
DHW	Weigela x 'Dark Horse'	Dark Horse Weigela	3 Gal.
KCJ	Juniperus x pfitzeriana 'Kalley's Compact'	Kalley's Compact Juniper	5 Gal.
DNY	Taxus x media 'Densiformis'	Densiformis Yew	5 Gal.
BBH	Hydrangea paniculata 'Bobo'	Bobo Hydrangea	5 Gal.
RSS	Clethra alnifolia 'Ruby Spice'	Ruby Spice Summersweet	5 Gal.
VWH	Hamamelis vernalis	Vernal Witch-Hazel	5'
LDN	Physocarpus opulifolius 'Little Devil'	Little Devil Ninebark	5 Gal.
MKL	Syringa patula 'Miss Kim'	Miss Kim Lilac	5 Gal.
JVB	Viburnum x juddii	Judd Viburnum	36"
GVB	Buxus x 'Green Velvet'	Green Velvet Boxwood	5 Gal.
DJJ	Juniperus procumbens 'Nana'	Dwarf Japgarden Juniper	5 Gal.

PERENNIALS, ORNAMENTAL GRASS AND GROUNDCOVERS

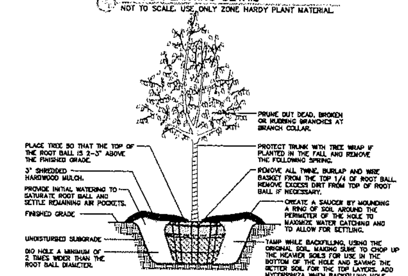
ABRV.	BOTANICAL NAME	COMMON NAME	SIZE
SPY	Achillea millefolium 'Strawberry Seduction'	Strawberry Seduction Yarrow	1 Gal.
FRG	Calamagrostis brachytricha	Korean Feather Reed Grass	1 Gal.
NSO	Chasmanthium latifolium	Northern Sea Oats	1 Gal.
JTC	Coreopsis 'Jethro Tull'	Jethro Tull Coreopsis	1 Gal.
PMC	Echinacea 'CBG Cone 2'	Pixie Meadowbrite Coneflower	1 Gal.
GEC	Echinacea 'Green Envy'	Green Envy Coneflower	1 Gal.
PSC	Echinacea purpurea 'Prairie Splendor'	Prairie Splendor Coneflower	1 Gal.
PLG	Eragrostis spectabilis	Purple Lovegrass	1 Gal.
LJP	Eupatorium dubium 'Little Joe'	Little Joe Dwarf Joe Pye Weed	1 Gal.
GBF	Gaillardia grandiflora 'Goblin'	Goblin Blanket Flower	1 Gal.
PMD	Hemerocallis 'Pardon Me'	Pardon Me Daylily	1 Gal.
RRD	Hemerocallis 'Rosy Returns'	Rosy Returns Daylily	1 Gal.
SDD	Hemerocallis 'Stella de' Oro'	Stella de Oro Daylily	1 Gal.
BCD	Leucanthemum x superbum 'Banana Cream'	Banana Cream Shasta Daisy	1 Gal.
WLC	Nepeta racemosa 'Walker's Low'	Walker's Low Catmint	1 Gal.
BSG	Panicum virgatum 'Heavy Metal'	Blue Switch Grass	1 Gal.
SBP	Papaver nudicaule 'Summer Breeze Orange'	Iceland Poppy	1 Gal.
DHF	Pennisetum alopecuroides 'Hameln'	Dwarf Hameln Fountain Grass	1 Gal.
DTB	Penstemon digitalis 'Dark Towers'	Dark Towers Beardtongue	1 Gal.
LAS	Perovskia atriplicifolia 'Lisslitt'	Lacey Blue Sage	1 Gal.
LSS	Perovskia atriplicifolia 'Little Spire'	Little Spire Russian Sage	1 Gal.
LSB	Rudbeckia fulgida 'Viette's Little Suzy'	Little Suzy Black Eyed Susan	1 Gal.
RHI	Rudbeckia hirta	Black Eyed Susan	1 Gal.
SNH	Salvia nemorosa 'Hoeumanarc'	Marcus Salvia	1 Gal.
AFS	Sedum spectabile 'Autumn Fire'	Autumn Fire Sedum	1 Gal.
OSA	Symphyotrichum oolentangiense	October Sky Aromatic Aster	1 Gal.
KFF	Calamagrostis x acutiflora 'Karl Foerster'	Karl Foerster Feather Reed Grass	1 Gal.
PLB	Pennisetum alopecuroides 'Little Bunny'	Little Bunny Fountain Grass	1 Gal.
BHB	Schizachyrium scoparius 'MinnblueA'	Blue Heaven Little Bluestem	1 Gal.
PDS	Sporobolus heterolepis	Prairie Dropseed	1 Gal.



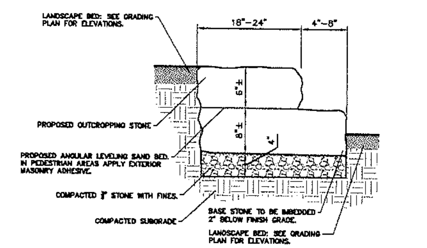
PERENNIAL PLANTING DETAIL
NOT TO SCALE. USE ONLY ZONE HARDY PLANT MATERIAL.



SHRUB PLANTING DETAIL
NOT TO SCALE. USE ONLY ZONE HARDY PLANT MATERIAL.



TREE PLANTING DETAIL
NOT TO SCALE. USE ONLY ZONE HARDY PLANT MATERIAL.



"CHILTON SPLIT EDGE" OUTCROPPING STONE DETAIL

NOTES:

1. ALL TREES, BUSHES AND SHRUBS ARE SUBJECT TO MARKET CONDITIONS.
2. PER APPLICANT: "APPLICANT'S LANDSCAPE PLANTINGS WILL BE IN FULL COMPLIANCE WITH ALL APPLICABLE ORDINANCES OF THE CITY OF SAINT CHARLES. APPLICANT RESERVES THE RIGHT TO RELOCATE AND MODIFY LANDSCAPE PLANTINGS ON APPLICANT'S PROPERTY BASED UPON AVAILABILITY AND MARKET CONDITIONS AND PROVIDED APPLICANT SUPPLIES THE APPROPRIATE NUMBER OF PLANTINGS WITH RESPECT TO EACH REQUIRED CLASSIFICATION AND PROVIDED THE PLAN IS IN FULL COMPLIANCE WITH APPLICABLE CODES."

LICENSED LANDSCAPE ARCHITECT
KENNETH M. PRICE
157-001488
STATE OF ILLINOIS

LANDSCAPE PLAN
DESIGNED BY
KENNETH M. PRICE, RLA

20 0 10 20 40 80

LANDSCAPE DETAILS AND SPECIFICATIONS

NO.	REVISIONS	DATE
1	PER CLIENT	03/07/17
2	NO REVISIONS	03/31/17
3	NO REVISIONS	04/13/17

Prepared For:
Executive Affiliates, Inc.
47W210 US Hwy. 30
Big Rock, IL 60511

PRAIRIE WINDS - ST. CHARLES
NWC Bricher Rd. and Randall Rd
St. Charles, Illinois

Prepared By:

Watermark Engineering RESOURCES, LTD
2631 Ginger Woods Parkway, Suite 100, Aurora, IL 60502
phone 630-375-1800 fax 630-236-9850 www.watermark-engineering.com

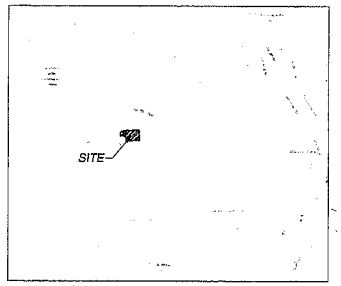
CHECKED BY: J. MILLER
DESIGN BY: KMP/ D.O.
DRAWN BY: KMP D.O.
DATE: FEBRUARY 27, 2017
SCALE: NTS
PROJECT NO.: 17-012

L-1.5

LANDSCAPE DETAILS AND SPECIFICATIONS

PRELIMINARY PLAT OF SUBDIVISION
OF
PRAIRIE WINDS

PART OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS



VICINITY MAP
NOT TO SCALE

AREA

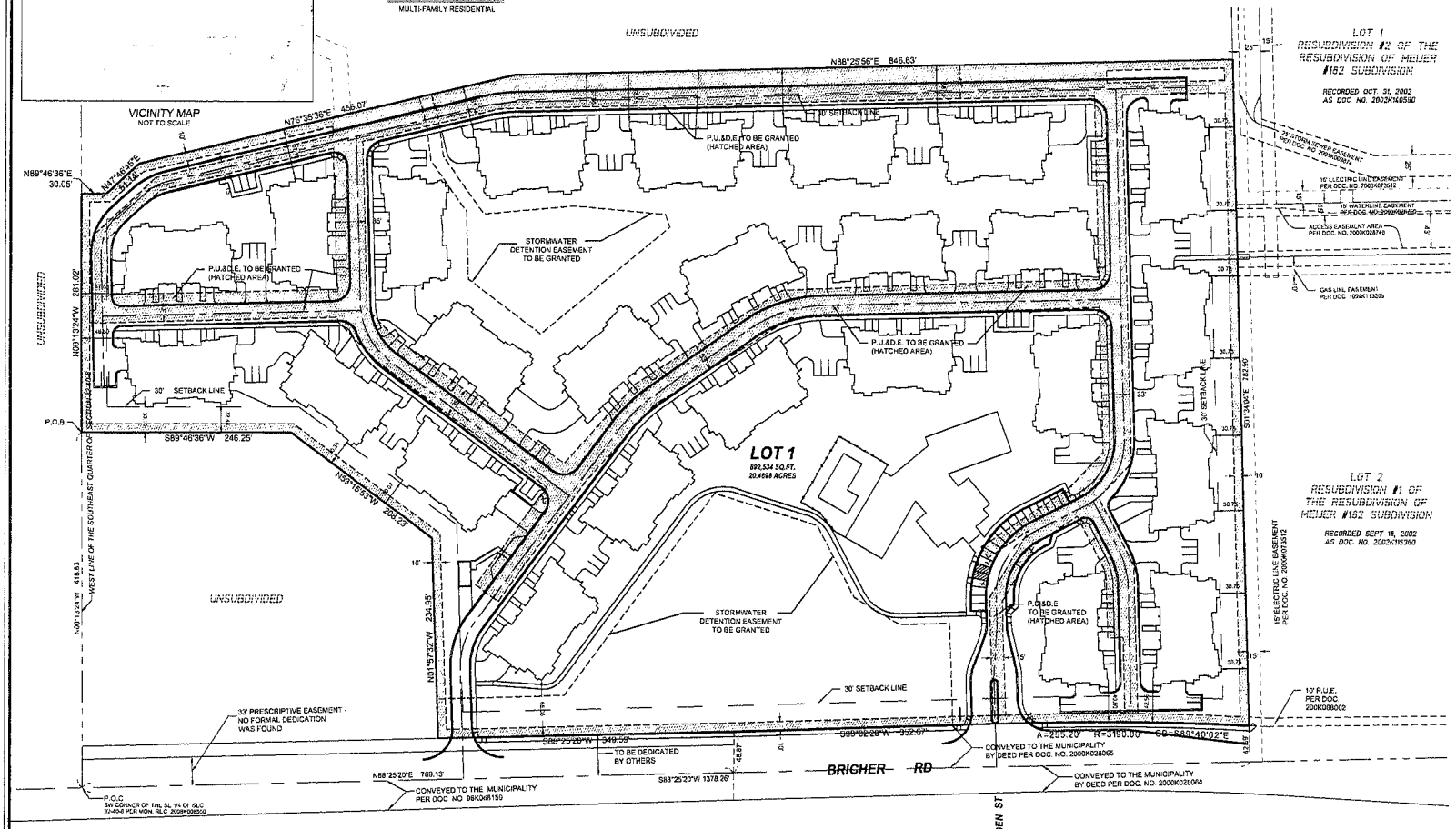
892,534 SQ. FT.
20.4698 ACRES

ZONING

EXISTING: BR - PUD
PROPOSED: RM-3 - PUD

PROPOSED LAND USE

MULTI-FAMILY RESIDENTIAL



STATE PLANE MERIDIAN

GRAPHIC SCALE

1" = 60'

BASIS OF BEARINGS

THE BASIS OF BEARINGS IS THE STATE PLANE COORDINATE SYSTEM (SPCS) NAD 83 (2007) ZONE 1201 (ILLINOIS EAST) WITH PROJECT ORIGIN AT LATITUDE 41-53-59.24320 N LONGITUDE 88-20-40.78507 W ELLIPSOIDAL HEIGHT 693.589 SFT GROUND SCALE FACTOR 1.0000858864 ALL MEASUREMENTS ARE ON THE GROUND

OWNER / DEVELOPER

Executive Capital Corporation
47W210 US highway 30
Big Rock, IL 60511
630-556-3731

ENGINEER/SURVEYOR

V3 Companies of Illinois, Ltd.
7325 Janes Avenue, Suite 100
Woodridge, Illinois 60517
630.724.9200

LEGEND

- PROPERTY LINE
- EXISTING RIGHT-OF-WAY LINE
- PROPOSED RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- PROPOSED LOT LINE
- EXISTING CENTERLINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- BUILDING SETBACK LINE
- SECTION LINE

ABBREVIATIONS

N	NORTH
S	SOUTH
E	EAST
W	WEST
CB	CHORD BEARING
A	ARC LENGTH
R	RADIUS
P.O.C	POINT OF COMMENCEMENT
P.O.B	POINT OF BEGINNING
	PROPOSED EASEMENT TO BE GRANTED

NOTES

1. ALL MEASUREMENTS AND DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF. ARC DISTANCES ARE ALONG ALL CURVES.
2. SEE PROPOSED ENGINEERING PLANS PREPARED BY V3 COMPANIES FOR PROPOSED UTILITIES AND GRADING INFORMATION
3. APPLICANT PRAIRIE WINDS, LLC RESERVES THE RIGHT TO MODIFY ITS PROPOSED SITE PLAN AND ALL RELATED PLANS TO ADJUST THE LOCATION OF EACH BUILDING ON SITE UP TO 15 FEET FROM THE LOCATION DEPICTED THEREON WITH ACCOMPANYING MODIFICATIONS TO THE DRIVE AISLES AND OTHER SITE IMPROVEMENTS RELATED TO SUCH SHIFT

Engineers
Scientists
Surveyors

7325 Janes Avenue, Suite 100
Woodridge, IL 60517
630.724.9200 voice
630.724.0384 fax
v3co.com

PREPARED FOR:
EXECUTIVE CAPITAL CORPORATION
47W210 US HIGHWAY 30
BIG ROCK EXECUTIVE CENTER
BIG ROCK, IL 60511
630-556-3731

REVISIONS

NO	DATE	DESCRIPTION
1	03-09-17	REVISED PER VILLAGE COMMENTS
2	04-03-17	REVISED PER VILLAGE COMMENTS
3	04-14-17	REVISED PER VILLAGE COMMENTS

PRELIMINARY PLAT OF SUBDIVISION

PRAIRIE WINDS

DRAFTING COMPLETED:	02-28-17	DRAWN BY:	MLP	PROJECT MANAGER:	CDB
FIELD WORK COMPLETED:	N/A	CHECKED BY:	CDB	SCALE:	1" = 60'

Project No: 16262
Group No: VP04.1
SHEET NO: 1 of 2

PRELIMINARY PLAT OF SUBDIVISION
OF
PRAIRIE WINDS

PART OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

THIS IS TO CERTIFY THAT THE MEMBERS OF THE PLAN COMMISSION OF THE CITY OF ST CHARLES, ILLINOIS HAVE REVIEWED AND APPROVED THIS PLAT

DATED AT ST CHARLES, KANE COUNTY, ILLINOIS

THIS _____ DAY OF _____ A.D., 20____

_____
CHAIRMAN

_____
SECRETARY

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ST CHARLES, KANE COUNTY, ILLINOIS, AT A MEETING HELD THIS _____ DAY OF _____, A.D., 20____

BY _____
MAYOR

ATTEST _____
CITY CLERK

PUBLIC UTILITY AND DRAINAGE EASEMENT PROVISIONS

A PERMANENT NON-EXCLUSIVE EASEMENT IS HEREBY GRANTED TO THE CITY OF ST CHARLES AND TO ALL PUBLIC UTILITY COMPANIES OF ANY KIND OPERATING UNDER FRANCHISE GRANTING THEM EASEMENT RIGHTS FROM SAID CITY OF ST CHARLES, INCLUDING BUT NOT LIMITED TO, AMERITECH AND NICOR AND TO THEIR SUCCESSORS AND ASSIGNS (HEREIN COLLECTIVELY REFERRED TO AS "GRANTEES"), IN, UPON, ACROSS, OVER, UNDER, AND THROUGH THE AREAS SHOWN BY DASHED LINES AND LABELED "PUBLIC UTILITY AND DRAINAGE EASEMENT" ON THE PLAT OF SUBDIVISION HEREON DRAWN FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, INSPECTING, OPERATING, REPLACING, RENEWING, ALTERING, ENLARGING, REMOVING, REPAIRING, CLEANING, AND MAINTAINING ABOVE GROUND AND UNDERGROUND ELECTRICAL SYSTEMS, CABLE TELEVISION, COMMUNICATION, GAS, TELEPHONE OR OTHER UTILITY LINES OR APPURTENANCES, SANITARY AND STORM SEWERS, DRAINAGE WAYS, STORM WATER DETENTION AND RETENTION, WATER MAINS AND ANY AND ALL MANHOLES, HYDRANTS, PIPES, CONNECTIONS, CATCH BASINS, BUFFALO BOXES AND WITHOUT LIMITATION, SUCH OTHER INSTALLATIONS AS MAY BE REQUIRED TO FURNISH PUBLIC UTILITY SERVICE TO ADJACENT AREAS TOGETHER WITH THE RIGHT OF ACCESS ACROSS THE REAL ESTATE PLATTED HEREIN FOR THE NECESSARY PERSONNEL AND EQUIPMENT TO MAKE ANY OR ALL OF THE ABOVE WORK. THE PERMANENT NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF ST. CHARLES AND THE RESPECTIVE SUCCESSORS AND ASSIGNS FOR MAINTAINING THE UNINTERRUPTED AND UNIMPEDED CONVEYANCE, FLOW AND RUNOFF OF SURFACE STORM WATER ACROSS AND UPON THE AREAS DESIGNATED ON THIS PLAT AS DRAINAGE EASEMENT. THE RIGHT IS HEREBY GRANTED TO SAID GRANTEES TO CUT DOWN, TRIM, OR REMOVE ANY TREES, SHRUBS, OR OTHER PLANTS THAT INTERFERE WITH THE DRAINAGE WAYS AND OPERATION OF OR ACCESS TO SAID UTILITY INSTALLATIONS, WITHOUT LIMITATION, IN, ON, UPON OR ACROSS, UNDER OR THROUGH SAID EASEMENTS

NO PERMANENT BUILDINGS, TREES, GARDENS, SHRUBS, OR BERMING SHALL BE PLACED ON OR IN SAID EASEMENTS, BUT THE EASEMENT AREAS MAY BE USED FOR PAVING, FENCES, SIDEWALKS, AND OTHER PURPOSES THAT DO NOT INTERFERE WITH THE AFORESAID USES AND RIGHTS. WHERE AN EASEMENT IS USED FOR STORM OR SANITARY SEWERS, OTHER UTILITY INSTALLATIONS SHALL BE SUBJECT TO THE PRIOR APPROVAL OF SAID CITY OF ST CHARLES SO AS NOT TO INTERFERE WITH THE GRAVITY FLOW IN SAID SEWER OR SEWERS. UTILITY INSTALLATIONS, OTHER THAN THOSE MANAGED BY THE CITY OF ST CHARLES, SHALL BE SUBJECT TO THE APPROVAL OF THE CITY OF ST. CHARLES, AS TO DESIGN AND LOCATION, AND ALL OTHER INSTALLATIONS ARE SUBJECT TO THE ORDINANCES OF THE CITY OF ST CHARLES

FOLLOWING ANY WORK TO BE PERFORMED BY THE GRANTEES IN THE EXERCISE OF ITS EASEMENT RIGHTS GRANTED HEREIN, THE GRANTEES SHALL HAVE NO OBLIGATION WITH RESPECT TO SURFACE RESTORATION INCLUDING, BUT NOT LIMITED TO, THE RESTORATION, REPAIR, OR REPLACEMENT OF ANY LANDSCAPING PROVIDED, HOWEVER, THE GRANTEES SHALL BE OBLIGATED FOLLOWING ANY SUCH WORK, TO BACKFILL AND MOUND SO AS TO RETAIN SUITABLE DRAINAGE, REMOVE DEBRIS, AND LEAVE THE AREA IN GENERALLY CLEAN AND WORKMANLIKE CONDITION

STORMWATER DETENTION EASEMENT PROVISIONS

A PERMANENT NON-EXCLUSIVE EASEMENT IS HEREBY GRANTED TO THE CITY OF ST. CHARLES AND TO THEIR SUCCESSORS AND ASSIGNS, IN, UPON ACROSS, OVER, UNDER, AND THROUGH THE AREAS SHOWN BY DASHED LINES AND LABELED "STORMWATER DETENTION EASEMENT" ON THE PLAT OF SUBDIVISION HEREON DRAWN FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, INSPECTING, OPERATING, REPLACING, RENEWING, ALTERING, ENLARGING, REMOVING, REPAIRING, CLEANING, AND MAINTAINING STORM SEWERS, DRAINAGE WAYS, STORM WATER DETENTION AND RETENTION AND ANY AND ALL MANHOLES, PIPES, CONNECTIONS, CATCH BASINS, AND WITHOUT LIMITATION, SUCH OTHER INSTALLATIONS AS MAY BE REQUIRED TO FURNISH STORMWATER DETENTION THE RIGHT OF ACCESS ACROSS THE REAL ESTATE PLATTED HEREIN FOR THE NECESSARY PERSONNEL AND EQUIPMENT TO MAKE ANY OR ALL OF THE ABOVE WORK. NO BUILDING SHALL BE PLACED ON SAID EASEMENT PREMISES WITHOUT PRIOR WRITTEN CONSENT FROM THE CITY OF ST. CHARLES. THE RESPONSIBILITY OF MAINTAINING THE DETENTION AREA EASEMENT SHALL BE BINDING ON THE HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS OF THE LANDOWNERS. NO PERSON SHALL DESTROY OR MODIFY SLOPES OR OTHERWISE AFFECT THE DETENTION VOLUME WITHOUT HAVING FIRST RECEIVED WRITTEN APPROVAL FROM THE CITY OF ST. CHARLES. THE CITY SHALL HAVE THE RIGHT BUT NOT THE OBLIGATION TO RESTORE ANY DETENTION VOLUME LOST THROUGH UNAUTHORIZED ACTIVITIES

LEGAL DESCRIPTION

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 32, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO FIRSTAR BANK OF GENEVA, SUCCESSOR TRUSTEE TO THE FIRST NATIONAL BANK OF GENEVA, AS TRUSTEE UNDER TRUST NUMBER 2946 AS RECORDED IN DOCUMENT NO. 1884216; THENCE NORTH 00 DEGREES, 13 MINUTES 24 SECONDS WEST, ALONG THE WEST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 418.83 FEET TO A PLACE OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES, 13 MINUTES 24 SECONDS WEST, ALONG SAID WEST LINE, 281.02 FEET; THENCE NORTH 89 DEGREES 46 MINUTES 36 SECONDS EAST, 30.05 FEET; THENCE NORTH 47 DEGREES 46 MINUTES 45 SECONDS EAST, 51.14 FEET; THENCE NORTH 78 DEGREES 35 MINUTES 36 SECONDS EAST, 458.07 FEET; THENCE NORTH 68 DEGREES 25 MINUTES 59 SECONDS EAST, 946.63 FEET TO THE WEST LINE OF LOT 1 IN RESUBDIVISION # 2 OF THE RESUBDIVISION OF MEIJER #182 SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 31, 2002 AS DOCUMENT NUMBER 2002K105590; THENCE SOUTH 01 DEGREES 34 MINUTES 04 SECONDS EAST ALONG SAID WEST LINE AND ALONG WEST LINE OF LOT 2 IN RESUBDIVISION # 1 OF THE RESUBDIVISION OF MEIJER #182 SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 18, 2002 AS DOCUMENT NUMBER 2002K115360, A DISTANCE OF 782.90 FEET TO THE NORTHEAST CORNER OF PROPERTY CONVEYED TO THE CITY OF GENEVA BY DEED DOCUMENT RECORDED AS 2000K02695; THENCE THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG THE NORTH LINE OF SAID CONVEYED PROPERTY: 1) WESTERLY ALONG A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 3190.00 FEET, HAVING A CHORD BEARING NORTH 89 DEGREES 40 MINUTES 02 SECOND WEST, FOR AN ARC LENGTH OF 255.20 FEET TO A POINT OF TANGENCY; 2) SOUTH 88 DEGREES 02 MINUTES 28 SECONDS WEST, 352.67 FEET TO THE NORTHWEST CORNER OF SAID CONVEYED PROPERTY; THENCE SOUTH 88 DEGREES 25 MINUTES 20 SECOND WEST ALONG LINE 48.85 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 32, A DISTANCE OF 349.59 FEET; THENCE NORTH 01 DEGREES 07 MINUTES 32 SECONDS WEST, 234.06 FEET; THENCE NORTH 53 DEGREES 15 MINUTES 53 SECONDS WEST, 208.23 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 36 SECONDS WEST, 246.25 FEET TO THE PLACE OF BEGINNING, IN KANE COUNTY, ILLINOIS

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, CHRISTOPHER D. BARTOSZ, AN ILLINOIS PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY THAT THE PLAT HEREON DRAWN WAS PREPARED AT AND UNDER MY DIRECTION ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, A.D., 20__

_____
CHRISTOPHER D BARTOSZ
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3189
MY LICENSE EXPIRES ON NOVEMBER 30, 2018
V3 COMPANIES OF ILLINOIS, LTD PROFESSIONAL DESIGN FIRM NO. 184000902
THIS DESIGN FIRM NUMBER EXPIRES APRIL 30, 2017

OWNER / DEVELOPER
Executive Capital Corporation
47W210 US highway 30
Big Rock, IL 60511
630-556-3731

ENGINEER/SURVEYOR
V3 Companies of Illinois, Ltd.
7325 Janes Avenue, Suite 100
Woodridge, Illinois 60517
630.724.9200

Engineers
Scientists
Surveyors

7325 Janes Avenue, Suite 100
Woodridge, IL 60517
630.724.9200 voice
630.724.0384 fax
v3co.com

PREPARED FOR:
EXECUTIVE CAPITAL CORPORATION
47W210 US HIGHWAY 30
BIG ROCK EXECUTIVE CENTER
BIG ROCK, IL 60511
630-556-3731

REVISIONS

NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
1	03-09-17	REVISED PER VILLAGE COMMENTS			
2	04-03-17	REVISED PER VILLAGE COMMENTS			
3	04-14-17	REVISED PER VILLAGE COMMENTS			

PRELIMINARY PLAT OF SUBDIVISION
PRAIRIE WINDS

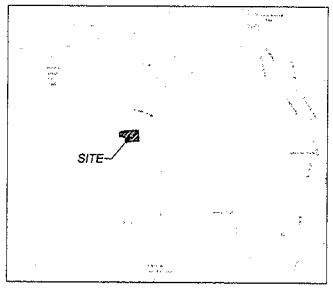
Project No: 16262
Group No: VP04.1

DRAFTING COMPLETED	02-28-17	DRAWN BY: MLP	PROJECT MANAGER: CDB	SHEET NO
FIELD WORK COMPLETED	N/A	CHECKED BY: CDB	SCALE: 1" = N/A	2 of 2

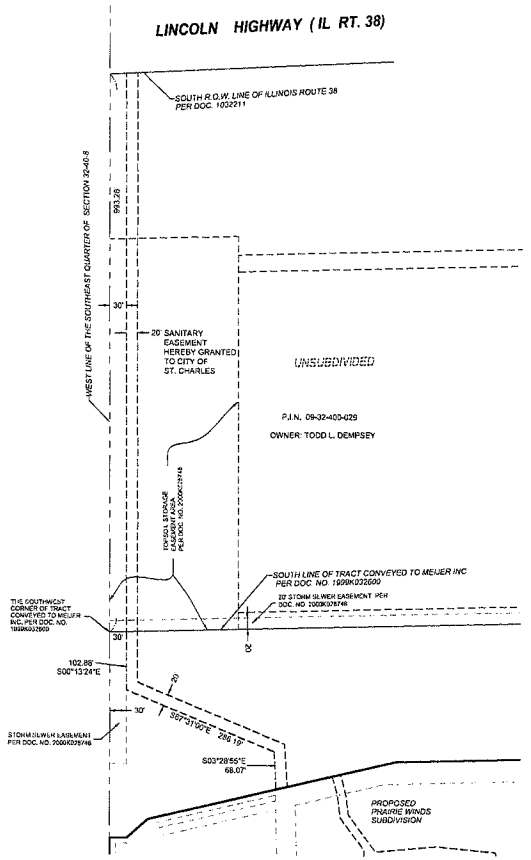
SAVED: 4/14/2017 11:03:37 AM BY: CBARTOSZ
PLOTTED: 4/14/2017 11:03:37 AM BY: CBARTOSZ

PLAT OF EASEMENT
FOR
SANITARY SEWER

PART OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.



VICINITY MAP
NOT TO SCALE



GRAPHIC SCALE

1" = 100'

STATE PLANE MERIDIAN

BASIS OF BEARINGS

THE BASIS OF BEARINGS IS THE STATE PLANE COORDINATE SYSTEM (SPCS) NAD 83 (2007) ZONE 1201 (ILLINOIS EAST) WITH PROJECT ORIGIN AT
LATITUDE 41-53-59 24300 N
LONGITUDE 88-20-40 78507 W
ELLIPSOIDAL HEIGHT 693.585 SFT
GROUND SCALE FACTOR 1.0000620864
ALL MEASUREMENTS ARE ON THE GROUND

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF THE LAND DESCRIBED IN THE ANNEXED PLAT, AND THAT THEY HAVE CAUSED THE SAME TO BE PLATTED AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED

_____

_____

DATED THIS _____ DAY OF _____ A.D. 20_

NOTARY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF _____) SS

I, _____ A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNERS, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGE THAT THEY SIGNED THIS PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____ 20____

_____
NOTARY PUBLIC

KANE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

THIS INSTRUMENT NO. _____ WAS FILED FOR RECORD IN THE RECORDERS OFFICE OF KANE COUNTY AFORESAID ON THE _____ DAY OF _____, A.D., 20____, AT _____ O'CLOCK __ M., AND RECORDED IN BOOK _____ OF PLATS ON PAGE _____

_____
KANE COUNTY RECORDER

SANITARY SEWER UTILITY EASEMENT PROVISIONS

A PERMANENT NON-EXCLUSIVE EASEMENT IS HEREBY GRANTED TO THE CITY OF ST CHARLES (HEREIN REFERRED TO AS "GRANTEE"), IN, UPON, ACROSS, OVER, UNDER, AND THROUGH THE AREAS SHOWN BY DASHED LINES AND LABELED "SANITARY SEWER UTILITY EASEMENT" ON THE PLAT OF SUBDIVISION HEREON DRAWN FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, INSPECTING, OPERATING, REPLACING, RENEWING, ALTERING, ENLARGING, REMOVING, REPAIRING, CLEANING, AND MAINTAINING SANITARY SEWERS AND ANY AND ALL MANHOLES, PIPES, CONNECTIONS, AND WITHOUT LIMITATION, SUCH OTHER INSTALLATIONS AS MAY BE REQUIRED TO FURNISH PUBLIC UTILITY SERVICE TO ADJACENT AREAS TOGETHER WITH THE RIGHT OF ACCESS ACROSS THE REAL ESTATE PLATTED HEREIN FOR THE NECESSARY PERSONNEL AND EQUIPMENT TO MAKE ANY OR ALL OF THE ABOVE WORK. THE RIGHT IS ALSO HEREBY GRANTED TO SAID GRANTEE TO CUT DOWN, TRIM, OR REMOVE ANY TREES, SHRUBS, OR OTHER PLANTS THAT INTERFERE WITH THE OPERATION OF OR ACCESS TO SAID UTILITY INSTALLATIONS, WITHOUT LIMITATION, IN, ON, UPON OR ACROSS, UNDER, OR THROUGH SAID EASEMENTS. IN THE EVENT UTILITY MAINTENANCE IS PERFORMED WITHIN THE UTILITY EASEMENT, THE CITY OF ST. CHARLES WILL HAVE NO OBLIGATION WITH RESPECT TO SURFACE RESTORATION INCLUDING, BUT NOT LIMITED TO, THE RESTORATION, REPAIR, OR REPLACEMENT OF ANY LANDSCAPING PROVIDED, HOWEVER, THE GRANTEE SHALL BE OBLIGATED FOLLOWING ANY SUCH WORK, TO BACKFILL AND MOUND SO AS TO RETAIN SUITABLE DRAINAGE, REMOVE DEBRIS, AND LEAVE THE AREA IN GENERALLY CLEAN AND WORKMANLIKE CONDITION. NO PERMANENT BUILDINGS OR TREES SHALL BE PLACED ON SAID EASEMENTS, BUT THE EASEMENT AREAS MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, PAVING, FENCES, SIDEWALKS, CURBING, AND OTHER PURPOSES THAT DO NOT INTERFERE WITH THE AFORESAID USES AND RIGHTS. WHERE AN EASEMENT IS USED FOR SANITARY SEWERS, OTHER UTILITY INSTALLATIONS SHALL BE SUBJECT TO THE PRIOR APPROVAL OF SAID CITY OF ST CHARLES SO AS NOT TO INTERFERE WITH THE GRAVITY FLOW IN SAID SEWER OR SEWERS. UTILITY INSTALLATIONS, OTHER THAN THOSE MANAGED BY THE CITY OF ST CHARLES, SHALL BE SUBJECT TO THE APPROVAL OF THE CITY OF ST. CHARLES, AS TO DESIGN AND LOCATION, AND ALL OTHER INSTALLATIONS ARE SUBJECT TO THE ORDINANCES OF THE CITY OF ST. CHARLES.

NOTES

1. ALL MEASUREMENTS AND DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF. ARC DISTANCES ARE ALONG ALL CURVES.

LEGEND

- PROPERTY LINE
- EXISTING RIGHT-OF-WAY LINE
- PROPOSED RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- PROPOSED LOT LINE
- EXISTING CENTERLINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- BUILDING SETBACK LINE
- SECTION LINE

ABBREVIATIONS

N	NORTH
S	SOUTH
E	EAST
W	WEST
CB	CHORD BEARING
A	ARC LENGTH
R	RADIUS
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, CHRISTOPHER D. BANTOSZ, AN ILLINOIS PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY THAT THE PLAT HEREON DRAWN WAS PREPARED AT AND UNDER MY DIRECTION ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF.

GIVEN UNDER MY HAND AND SEAL THIS ____ DAY OF _____ A.D., 20__

_____
CHRISTOPHER D. BANTOSZ
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3189
MY LICENSE EXPIRES ON NOVEMBER 30, 2018
V3 COMPANIES OF ILLINOIS, LTD. PROFESSIONAL DESIGN FIRM NO. 184000002
THIS DESIGN FIRM NUMBER EXPIRES APRIL 30, 2019

OWNER / DEVELOPER
Executive Capital Corporation
47W210 US highway 30
Big Rock, IL 60511
630-556-3731

ENGINEER/SURVEYOR
V3 Companies of Illinois, Ltd.
7325 Janes Avenue, Suite 100
Woodridge, Illinois 60517
630.724.9200

Engineers
Scientists
Surveyors

7325 Janes Avenue, Suite 100
Woodridge, IL 60517
630.724.9200 voice
630.724.0384 fax
v3co.com

PREPARED FOR:
EXECUTIVE CAPITAL CORPORATION
47W210 US HIGHWAY 30
BIG ROCK EXECUTIVE CENTER
BIG ROCK, IL 60511
630-556-3731

REVISIONS

NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
1	04-03-17	REVISED PER VILLAGE COMMENTS			
2	04-14-17	REVISED PER VILLAGE COMMENTS			

PLAT OF EASEMENT
PRAIRIE WINDS

Project No 16262
Group No VP04.1

DRAFTING COMPLETED	03-09-17	DRAWN BY	SPK	PROJECT MANAGER	CDB
FIELD WORK COMPLETED	N/A	CHECKED BY	CDB	SCALE	1"= 100'

SHEET NO
1 of 1

FRONT ELEVATION

LEFT ELEVATION

REAR ELEVATION

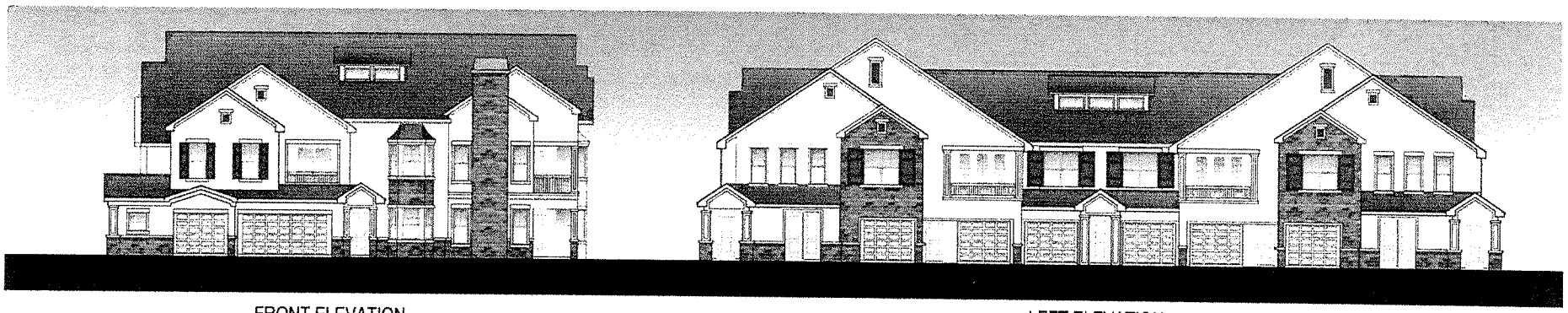
RIGHT ELEVATION

SCALE: 1/8"=1'-0" (24"x36" SHEET)

0' 10' 20' 40'

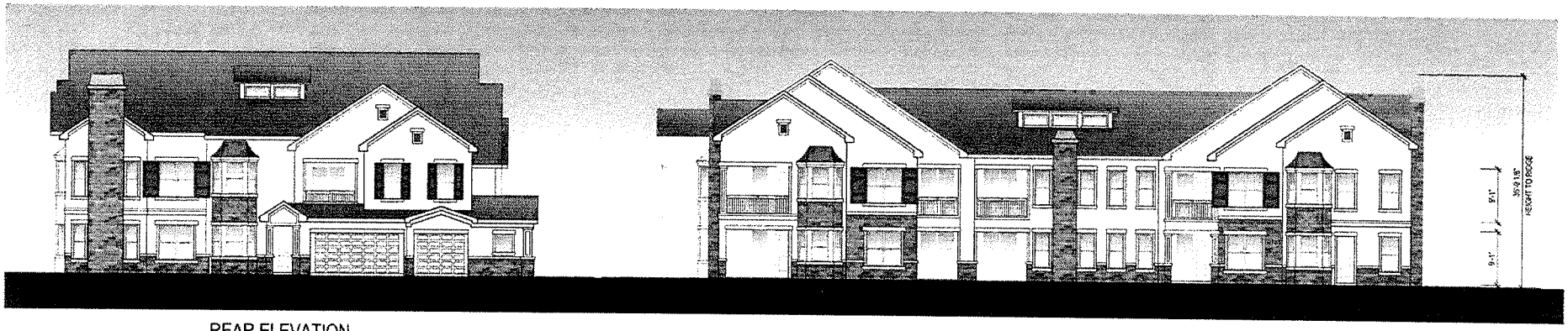
BUILDING TYPE II ELEVATIONS

EXTERIOR MATERIALS TO INCLUDE A MIX OF CULTURED STONE, HARDI (OR EQUIVALENT), CEMENTITIOUS SIDING AND STUCCO



FRONT ELEVATION

LEFT ELEVATION



REAR ELEVATION

RIGHT ELEVATION

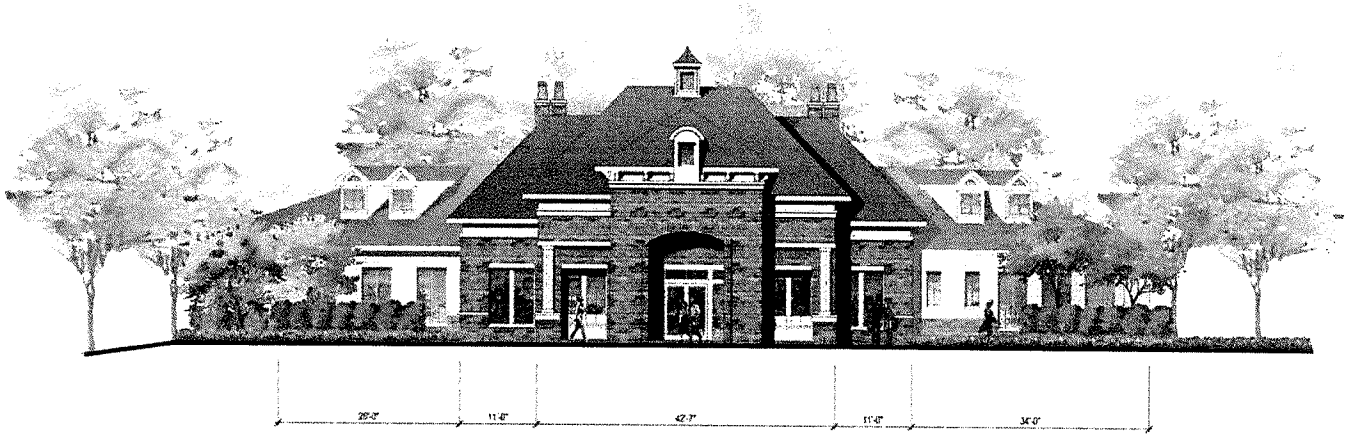
SCALE 1/8"=1'-0" (24"x36" SHEET)

0' 10' 20' 40'

BUILDING TYPE II ELEVATIONS

EXTERIOR MATERIALS TO INCLUDE A MIX OF CULTURED STONE, HARDI (OR EQUIVALENT), CEMENTITIOUS SIDING AND STUCCO

A422



CLUBHOUSE ELEVATION

EXTERIOR MATERIALS TO INCLUDE A MIX OF CULTURED STONE, HARDI (OR EQUIVALENT), CEMENTITIOUS SIDING AND STUCCO

EXHIBIT "E"
CONDITIONS, CORRECTIONS AND MODIFICATIONS

Fire Department

Memo

Date:	April 13, 2017
To:	Ellen Johnson
From:	Lt. John Kessler, Fire Department
Project:	Prairie Winds
Application:	2016PR017
Re:	Preliminary Engineering

The submitted preliminary engineering drawings appear to meet site access and circulation requirements. The Fire Department offers the following comments:

1. The roadway width is such that parking will not be permitted on both sides of the roadways.

2. The turning radii appear to be adequate for Fire Department access.

3. Building construction types and total square footage per building will be required to calculate estimated fire flow requirements. This may affect water main sizes as well. While hydrant spacing appears adequate, it is dependent on this information to verify locations as well. Please provide this information

Public Works Department
Phone: (630) 443-3677
Fax: (630) 377-4062

ST. CHARLES
SINCE 1834

Memo

Date: April 14, 2017

To: Ellen Johnson
Chris Bong

From: Karen Young, P.E., CFM

RE: Prairie Winds

The Public Works Department has reviewed the following documents for the subject project:

- Revised Preliminary Engineering Plans prepared by V3 Companies dated March 31, 2017

The following comments require resolution prior to our recommendation for preliminary engineering approval:

Electric:

1. Proposed routing for the electric mainline primary and secondary, including structures, will be front lot distribution. The Electric infrastructure will be underground, looped type construction to minimize any outages and better allow for the maintenance and reliability of facilities. Any additional facilities that must be installed in order to meet this standard will be at the cost of the Developer and not the City. Any existing facilities that need to be modified in order to meet this standard will be at the cost of the Developer and not the City.
2. A preliminary plan for the layout for the electric would include the existing switchgears that are located behind the Lowe's store at 955 S. Randall Rd. and behind the Meijer store at 855 S Randall Rd. Tentatively the transformer loop(s) would extend from the switchgear location 6152S01 to the switchgear location 6154S01.
3. The final determination for the electric layout would consider the electric needs for each of the residential buildings and the clubhouse. Several factors such as: the voltage requirements and the multi-phase requirements (1-phase vs. 3-phase) would need to be selected ahead of time to determine the final electric layout.

4. St. Charles is a "zero standard" utility so the customer is responsible for all the costs associated with the construction and installation needed to connect to the city's electric utility.
5. The City requires a 10 foot easement on the front lots facing the road (street side) and an additional 5 foot easement on the side and rear lots.
6. Standard easement provisions require that easement areas be clear for the purpose of maintaining the utilities within them. Hence, buildings, structures, extensive landscaping or ponds would not be permitted within the easement areas. Pavement is acceptable within the easement area.
7. Streetlight design for public streets requires the use of the existing City standard light poles and fixtures. These can be submitted to the Developer upon request. The Developer is responsible for the preliminary design of the street-lighting system.

   ** Please note for building plans – if private street-lighting is to be used, then streetlight conduit and cable are not allowed within the primary or secondary trench. Further, private streetlight routing should maintain a five (5) foot clearance from the primary mainline cable route or secondary service mains to avoid future locating confusion. Private street-lighting also requires a separate meter and disconnect in a location designated by the utility.
8. Individual house/tenant electric services will be installed separately as Permits are received by the St. Charles Electric Department. Each service, installed by the City, will have a standard fee that includes: any conduit & cable and the house meter. Tentatively, this project is proposed as multi-tenant residential buildings and a clubhouse.
9. St. Charles requires an external disconnect at the main breaker to allow the Fire Department to shut-off the power to each unit and to each building in emergency situations.
10. Landscaping plans should be developed to minimize interference with the operation of the electric equipment. A drawing showing required standard clearances is available.
11. If Temporary Power is required for the site during the construction phase, please submit an Electric Service Application to allow the City to determine costs and method of service.
12. Transformers, or equipment, located where there is a possibility of vehicular damage will require concrete vehicle barriers strategically located to protect the equipment. The Developer is responsible for installing these barriers as per the City's specifications.
13. The design of the electric mainline cable route has some flexibility; however, we require a separation of at least five feet (5') from sewer, water and gas, except at utility crossings.
14. The Developer is allowed to provide joint trenching of the electric with the phone & cable systems. At the appropriate time, SBC, AT&T and Comcast (WOW) should be included to design their distribution systems. We will allow them within five feet of the electric; however, the easement language needs to be written to include them. The service plan for phone and CATV should be done at the same time as the electric to take advantage of any joint trench opportunities.

15. St. Charles will design the general location for each of the Distribution facilities: primary conduit, transformer pads, switchgear pads, pedestals.
16. The Developer installs the following: primary conduit, set splice boxes per city's specifications, transformer pad substructure, switchgear pad substructure, all secondary conduit mains from transformer to pedestals or building mains on multi-tenant buildings, install secondary cable mains to multi-tenant buildings, and approved meter fittings with an external disconnect.
17. Please submit drawings of multi-position meter main for approval. All 3-phase services require a separate CT cabinet and metering cabinet with main. CT dimensions for the city of St. Charles differ from standard (ComEd), please submit drawings for approval.
18. The city of St. Charles will install: primary cables, make primary terminations, set transformers, set any pedestals, make secondary terminations and install meters.
19. The Subdivision must be within 6 inches of Final Grade before the city of St. Charles will install any of their electric facilities in order to maintain the proper depth and locations of the electric utilities.
20. Transformers require a 10' level clearance from the front for operations and 5' clearance on the remaining sides. All transformers and any service pedestals will open to the street side.
21. Switchgears require a 10' level clearance from the front & back for operations and 5' clearance on the remaining sides for personnel.
22. Our tentative plan is to place a transformer between every two buildings provided their voltage and phasing requirements are the same. The most efficient way to service the multi- unit buildings would be to have all the meters on the end wall, and the services for the non-contiguous units would need to go under the slab and pop up in the individual units. The Developer probably needs to start to think about how that will look, and how the pipe work will get done. The service pipes obviously would need to be part of the building plans. The City does not allow the service cables & conduit from one unit to pass through another unit.
23. The City has recently adopted the 2014 **N**ational Electric **C**ode which has specific changes to the grounding requirements and the inclusion of an Intersystem Bond. The standard St. Charles Residential installation requirements and procedures are applicable. A copy of these standards is available in the Electric Utility Office for the customer.
24. All inspections up to and including the main disconnect are done through the City's Electric Department. Please contact Gary Sittler at **630-377-4474** at the appropriate time for each inspection.

Engineering:

1. No comments.

Sanitary:

1. Please show all roof drain and sump connections to storm sewer at final design.

Water

1. Additional comments relating to hydrant, valve, and service line placement will be addressed during final engineering.

Public Services

1. No comments.

EXHIBIT "F"
PUD DEVIATIONS

Ch. 17.04 – Administration	
17.04.430.C Authorized Administrative Changes	1) Adjustment of building locations up to 16 ft. from the locations depicted on the PUD Preliminary Plan with accompanying modifications to the locations of drive-aisles and other related site improvements shall be considered an Administrative Change, subject to conformance with all applicable zoning requirements and utility separation standards. The locations of all buildings, drive aisles, and other site improvements shall be finalized upon approval of Final Engineering plans. 2) Increase in building height up to a total height of 42 ft. shall be considered an Administrative Change. The height of all buildings shall be finalized upon approval of Final Architectural plans.
Ch. 17.22 – General Provisions	
17.22.010.A.1 Number of Buildings on a Lot	More than one principal building shall be permitted per lot as depicted on the Preliminary Plat of Subdivision.
Chapter 17.24 – Off-Street Parking , Loading & Access	
17.24.070.A.2.a Parking facilities within yard setbacks	Parking facilities may be located within the front, side, and rear yards as depicted on the PUD Preliminary Plan.
17.24.070.B Parking space width for multi-family dwellings	Parking spaces shall have a minimum width of 9 ft.
Chapter 17.26 – Landscaping and Screening	
17.26.080.B.3 Building Foundation Planting Bed Distance	Building foundation planting beds may be located more than 16 ft. from the nearest building wall for the clubhouse building. Foundation landscaping for the clubhouse shall be provided as shown on the PUD Preliminary Plan.
17.26.080.C.4 Building Foundation Planting Bed Width	Building foundation planting beds may be less than 8 ft. in width. Foundation landscaping for the residential buildings and the clubhouse shall be provided as shown on the PUD Preliminary Plan.
17.26.110.C Retaining Wall Terracing	Retaining walls over four (4) feet in height shall not be required to be terraced or stepped back to create a planting area.

ST. CHARLES SINCE 1834	**AGENDA ITEM EXECUTIVE SUMMARY**	Agenda Item number: 3d.
	Title:	Recommendation to approve a Private Recreation Area and Facilities Agreement for Prairie Winds of St. Charles PUD
	Presenter:	Russell Colby

Meeting: Planning & Development Committee	Date: June 12, 2017	
Proposed Cost: N/A	Budgeted Amount: N/A	Not Budgeted: ☐

Executive Summary (*if not budgeted please explain*)**:**

The ordinance approving the Prairie Winds PUD, No. 2017-Z-10, granted a credit to the Park Land-Cash fee due under City Code Title 16. Ch. 10 "Dedications". A credit in the amount of $481,000 was granted for Private Recreational Areas in lieu of dedicated park land, under Section 16.10.180. This code section states the following:
"Before any credit is given for private recreation areas, the Subdivider shall provide such guarantee that the private recreation areas will be permanently maintained for such use by the execution of such legal documents and the provision of such sureties as City shall request."

A "Private Recreational Area and Facilities Agreement" has been drafted to serve the purpose of a "guarantee".

- The agreement requires construction of the private recreation facilities per the plans previously presented to and approved by the City.
- In the event the private recreation facilities are not completed by the Certificate of Occupancy for the 156th residential unit, the owner would be required to provide the City with an escrow deposit, based on the value for each uncompleted recreation facility as listed in the agreement.
- In the event the recreation facilities are not installed within one year after the project construction is completed, the City will disburse the escrow funds to the Park District as a park cash contribution.
- The owner will have the right to replace the playground, dog park and nature trail with other comparable recreational uses, and for these areas to be relocated on the property. (The clubhouse and outdoor pool would be required to remain.)
- The owner will be required to notify the City of changes to recreational uses and changes to locations of recreational uses. (Depending on the change, some City approval process may be triggered, such as a PUD Minor Change.)

The agreement will be recorded as a covenant running with the land and would apply to any future successor owners of the property.

Staff and the City Attorney have reviewed the document and find it to be acceptable.

Attachments (*please list*)**:**
Private Recreation Area and Facilities Agreement

Recommendation/Suggested Action (*briefly explain*)**:**
Recommendation to approve a Private Recreation Area and Facilities Agreement for Prairie Winds of St. Charles PUD, subject to resolution of staff comments prior to City Council action.

PRIVATE RECREATION AREA AND FACILITIES AGREEMENT

THIS PRIVATE RECREATION AREA AND FACILTIES AGREEMENT (this "**Agreement**") is made as of this _____ day of June, 2017 (the "**Effective Date**") by and between **PRAIRIE WINDS, LLC**, a Nevada limited liability company ("**Prairie Winds**") and the **CITY OF ST. CHARLES**, an Illinois municipal corporation (the "**City**" and together with Prairie Winds collectively the "**parties**").

RECITALS

WHEREAS, on May 1, 2017, the City did adopt Ordinance No. 2017-Z-10, An Ordinance Amending Ordinance Nos. 1999-A-11 and 2006-Z-7 (Bricher Commons PUD) and Granting Approval of a Map Amendment, New Special Use for Planned Unit Development, and PUD Preliminary Plan for Prairie Winds of St. Charles (the "**PUD Ordinance**", a true and correct copy of which is incorporated herein as **Exhibit A** attached hereto); and

WHEREAS, in accordance with the PUD Ordinance, and in accordance with Title 16 of the St. Charles Municipal Code, (Section 16.10.180), Prairie Winds is entitled to receive a credit from the City reducing the required park cash contribution (in lieu of park land dedication) otherwise payable to the St. Charles Park District by providing a portion of the cash contribution requirement in the form of the private recreation areas and facilities located within the Prairie Winds development located as depicted on **Exhibit B** attached hereto, to include: Playground/Recreational Area, Outdoor Pool, Dog Park, Nature Trail and Clubhouse with Fitness Center (collectively the "**Private Recreational Facilities**"); and

WHEREAS, Prairie Winds development is located on the Prairie Winds parcel (the "**Prairie Winds Parcel**") described within the Legal Description attached hereto as **Exhibit C.**

WHEREAS, in accordance with the PUD Ordinance, the credit to be granted to Prairie Winds reduces the cash contribution otherwise payable to the St. Charles Park District by Prairie Winds in the amount of $481,000.00 (the "**Credit**"); and

WHEREAS, in accordance with paragraph 6(g) of the PUD Ordinance, and in consideration of the Credit, Prairie Winds is required to provide a guarantee that the Private Recreation Facilities will initially comprise the approximately one (1) acre of real property in the aggregate (approximately 43,560 square feet) of the Prairie Winds development as shown on Exhibit B attached hereto (herein the "**Total Recreational Land Area**"), and will be permanently maintained as private recreational areas and facilities in the manner provided herein by execution of such legal documents and the provision of such sureties as the City shall request (the "**Guarantee**"); and

WHEREAS, the purpose of this Agreement is to serve as the Guarantee evidencing the agreement of the parties hereto

NOW THEREFORE, in consideration of the mutual obligations of the parties as set forth herein, in consideration of the Credit and for further consideration hereby mutually acknowledged to have been received by all parties, the parties hereby agree as follows.

1. **Incorporation of Recitals**. The foregoing recitals are hereby incorporated herein into this paragraph as if set forth herein in their entirety.

2. **Construction of Private Recreational Facilities.** Prairie Winds shall construct the Private Recreational Facilities. The Private Recreational Facilities shall consist of the Recreational Uses located in the Total Recreational Area as set forth in the table below and as shown on **Exhibit B** attached hereto. If the initial Private Recreational Facilities are not completed and the Deed Restriction identified in Paragraph 3 below recorded (the later to occur of such completion and recordation herein being the "Completion Date") by the date the certificate of occupancy would otherwise have been issued for the 156th residential unit within the Prairie Winds development, then (i) the City shall not issue the certificate of occupancy for the 156th residential unit within the Prairie Winds development until the Completion Date occurs, unless Prairie Winds provides funds to the City in the amount of the Uncompleted Facilities Cost (as defined below) to be held by the City in escrow. Upon receipt of the Uncompleted Facilities Cost into escrow the City shall issue the certificate of occupancy for the 156th residential unit within the Prairie Winds development, and shall issue all other pending and subsequently applied for certificates of occupancy and approvals relating to the Prairie Winds development without delay or condition on account of the failure of the Completion Date to occur. Upon the occurrence of the Completion Date the escrow funds shall be promptly returned Prairie Winds.

   The allocation of the $481,000 Credit between the various Recreational Uses in the Private Recreational Facilities shall be as set forth in the table below. The Uncompleted Facilities Cost shall be the sum of the value of the Allocation of Credit for each Recreational Use (as set forth in the table below) in the Private Recreational Facilities which is uncompleted at the time the escrow is funded by Prairie Winds.

Recreational Uses in the Private Recreational Facilities	**Allocation of Credit for each Recreational Use**
Clubhouse	$281,000.00
Outdoor Pool	$50,000.00
Playground	$50,000.00
Dog Park	$50,000.00
Nature Trail	$50,000.00

3. **Covenant Running With the Land.** The parties acknowledge and agree that the Guarantee and all other terms and conditions of this agreement shall be provided exclusively in the form of the original copy of this Agreement recorded with the Kane County Recorder of Deeds. This agreement shall constitute a covenant running with the land requiring that the Private Recreational Facilities shall: (a) be maintained as private recreational areas and facilities for the benefit of all occupants of the Prairie Winds development at the times and in the manner provided herein; and (b) shall consist of and be located on the Total Recreational Land Area. This agreement shall be deemed to run with the land and shall be forever binding upon Prairie Winds, its successors and assigns and upon all future land owners with respect to the Prairie Winds Parcel. The Private Recreational Facilities are to be initially located in the Total Recreational Land Area as shown on the Site Plan of the Prairie Winds Parcel attached as **Exhibit B**, however, the location of the Private Recreational Facilities may be re-located to other areas on the Prairie Winds Parcel from time to time, as long as (i) the then Total Recreational Land Area is not reduced; and (ii) the location of the Outdoor Pool and Clubhouse are not changed from the location of such items as shown on Exhibit B during any periods that an apartment complex is

operated on the Prairie Winds Parcel. Prairie Winds shall provide notice and a revised Private Recreation Areas and Facilities Site Plan to the City of St. Charles Director of Community Development. Upon any such relocation of the Private Recreational Facilities to other areas on the Prairie Winds Parcel the definition of the Total Recreational Land Area as used herein shall automatically update to mean and refer to the land that the Private Recreational Facilities are then located on.

4. **Substitution of Recreational Facilities**. The parties further acknowledge and agree that the Deed Restriction expressly allows Prairie Winds, or its successors or assigns and/or future property owners, upon notice to the City of St. Charles, each to substitute and exchange one Recreational Use (as defined below) for another Recreational Use (in each case a "**Recreational Use Substitution**") within the Total Recreational Land Area with notice to the City of St. Charles so long as the (i) the Outdoor Pool and Clubhouse uses are not be substituted or exchanged for so long as an apartment complex is located on the Prairie Winds Parcel; and (ii) the then current area in the Total Recreational Land Area is not reduced thereby. As utilized herein, the phrase "R**ecreational Use**", shall refer to any recreational activity, sport, exercise, game and/or competition either the same as or similar to any activity, sport, exercise, game and/or competition provided by the St. Charles Park District to citizens of the community, in the past, in the present or in the future. If the proposed Recreational Use is recreational in nature but not provided by the St. Charles Park District to citizens of the community, the approval of the City of St. Charles Director of Community Development shall be required (not to be unreasonably withheld, delayed or conditioned), and such Recreational Use Substitution shall not be deemed a major amendment to the Planned Unit Development granted pursuant to the PUD Ordinance. The initial and current Recreational Uses in the PUD Ordinance are approved. Notwithstanding anything herein to the contrary, the following other "R**ecreational Uses**" are approved: tennis courts, basketball courts, shuffleboard, volleyball courts and putting greens.

5. **Surety.** Notwithstanding anything to the contrary contained herein, the parties further agree that the execution of this Agreement and the recording of the Deed Restriction against the Prairie Winds Parcel shall fully and completely satisfy Prairie Winds' obligation to provide the Guarantee, and that neither Prairie Winds, nor its successors, assigns or future land owners with respect to the Prairie Winds Parcel, shall be required to provide further surety, performance bond, assurance, guarantee or other legal documents of any kind, to comply with Prairie Winds' obligation to provide the Guarantee, financial or otherwise. Upon the sale of the Prairie Winds Parcel, Prairie Winds shall be released of its obligations under this Agreement, and the successor owner of the Prairie Winds Parcel shall be deemed to have assumed and shall be liable for the obligations of Prairie Winds under this Agreement.

6. **No Personal Liability**. Notwithstanding anything to the contrary contained in this Agreement, no shareholder, member, officer, director, employee, agent, partner (general or limited) or other equity owner of Prairie Winds, shall have any personal liability for the obligations hereunder.

7. **Disbursement to Park District**. The parties acknowledge and agree that in the event Prairie Winds does not construct one or more of the Private Recreational Facilities by the Recreational Improvement Completion Date (defined below), then in lieu of Prairie Winds constructing the Private Recreational Facilities, and in full and final settlement and satisfaction of Prairie Wind's obligation to construct the Private Recreational Facilities, as the sole remedy of such failure, the

sum allocated in paragraph 2 to that recreational use item, shall be disbursed by the City to the St. Charles Park District as a park cash contribution in accordance with Title 16 of the St. Charles Municipal Code. As utilized, the phrase "**Recreational Improvement Completion Date**" shall refer to that date which is one (1) calendar year following the issuance of a Certificate of Occupancy to Prairie Winds from the City of Sant Charles for the 250th residential unit.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF ST. CHARLES
an Illinois municipal corporation

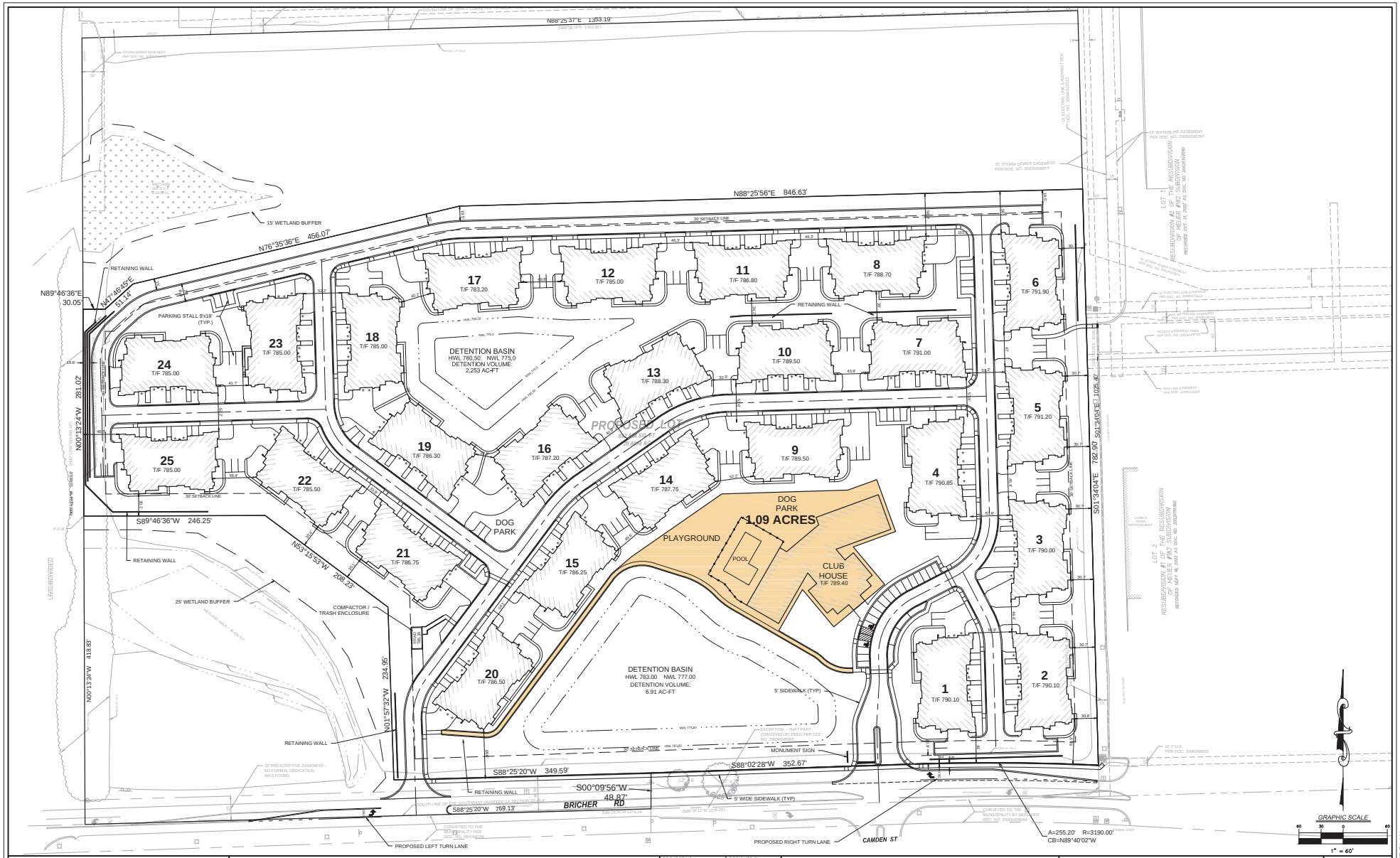
By: _____
Name:
Its:
Date:

PRAIRIE WINDS, LLC
a Nevada limited liability company

By: _____
Name:
Its:
Date:

EXHIBIT A
PUD ORDINANCE

EXHIBIT B
PRIVATE RECREATIONAL AREAS AND FACILTIES SITE PLAN



V3 Companies
7325 Janes Avenue
Woodridge, IL 60517
630.724.9200 phone
630.724.9202 fax
www.v3co.com
Visio, Vertere, Virtute... "The Vision to Transform with Excellence"

REVISIONS

NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION

PROJECT NO.: 16262	DESIGNED BY: MTB
FILE NAME: EXH SITE16262.DWG	DRAWN BY: DRBY
ORIGINAL ISSUE DATE: 05-01-2017	CHECKED BY: BCR
SCALE: 1" = 60'	PROJECT MANAGER: BCR

PRAIRIE WINDS
ST. CHARLES FINAL ENGINEERING ILLINOIS

SITE PLAN EXHIBIT

DRAWING NO. EXH

16262 - OVERALL SITE PLAN

EXH SITE16262.DWG - 5/01/2017 10:52: AM

EXHIBIT C
LEGAL DESCRIPTION

PRAIRIE WINDS SUBDIVISION, PART OF THE SOUTHEAST ¼ OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED _____ AS DOCUMENT NUMBER 2017K_____.

ST. CHARLES SINCE 1834	**AGENDA ITEM EXECUTIVE SUMMARY**	Agenda Item number: 3e.
	Title:	Recommendation to approve changes to the Plan Commission residency requirements
	Presenter:	Rita Tungare

Meeting: Planning & Development Committee	Date: June 12, 2017	
Proposed Cost: N/A	Budgeted Amount: N/A	Not Budgeted: ☐

Executive Summary (*if not budgeted please explain*)**:**

Section 2.28.10 of the City Code requires that of the nine members appointed to serve on the Plan Commission, no more than five shall reside on one side (east or west) of the Fox River. This requirement was intended to encourage equal geographic representation from both sides of the community.

The current Plan Commission is comprised of 5 members from the west side and 4 from the east side.

The east vs. west side residency requirement has at times made it challenging to fill Plan Commission vacancies with the most qualified candidates. Over the past few years, a number of potential qualified candidates have not been appointed due to not meeting the east or west side residency requirement at a given time of a seat vacancy. Although some candidates have been willing to wait for another vacancy, the timeline is not predictable, and they may choose to make other commitments.

Additionally, the distinction between east and west sides has become less important in the community as St. Charles has grown. The east and west sides are more physically linked than they used to be. Also, development is no longer limited to the east and west fringes, as redevelopment is occurring in established areas in and around downtown. Similarly, the level of community interest in a given development project often spans both ends of the City.

It is within this context that the Mayor has proposed changing the binding east vs. west side residency requirement to an advisory requirement. The code would be revised as follows:

"The Mayor shall appoint members residing on both sides (east and west) of the Fox River, with a goal of providing a geographic balance of members on the Plan Commission."

Attachments (*please list*)**:**
City Code Chapter 2.28, "Plan Commission"

Recommendation/Suggested Action (*briefly explain*)**:**
Recommendation to approve changes to the Plan Commission residency requirements

2.28 – Plan Commission

Sections

- 2.28.010 – Composition - Members appointment and residency
- 2.28.020 – Qualifications
- 2.28.030 – Terms
- 2.28.040 – Officers
- 2.28.050 – Meetings and quorum
- 2.28.060 – Powers

2.28.010 – Composition - Members appointment and residency

The Plan Commission of the City shall consist of nine members who shall be appointed by the Mayor with the advice and consent of the City Council. All members of the Plan Commission shall be residents of the City at the time of their appointment, and a member who moves outside the City shall no longer be eligible to serve on the Plan Commission. ~~The Mayor shall not appoint more than five members of the Plan Commission residing on one side (east or west) of the Fox River. In the event a member moves from one side of the river to another, no such member shall be required to resign nor shall the Mayor be prohibited from re-appointing any such member even though the number of members from that side of the river in which he or she then resides shall continue to be more than five.~~ The Mayor shall appoint members residing on both sides (east and west) of the Fox River, with a goal of providing a geographic balance of members on the Plan Commission."

(1998-M-36: § 1; 1990-M-44: § 1; 1977-M-23: (part); 1976-M-35: (part); 1973-M-3: (part); 1969-M-6; Prior code: § 9.801)

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2.28.020 – Qualifications

In making appointments to the Plan Commission, the Mayor may consider the following guidelines:

A. Approximately half of the Commission should have education, job experience or significant volunteer experience in fields related to planning or land development, such as real estate, landscape architecture, community planning, civil engineering, etc.
B. The remainder of the Commission membership should have a demonstrated interest in the future of the St. Charles community by participation in a community group or other activity related to the public interest.

(1998-M-36: § 1)

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2.28.030 – Terms

Plan Commission members shall each be appointed for a term of four years, and their terms shall be staggered so that each year the terms of two or three members will expire. However, the three year terms of members appointed prior to May 1998 shall continue until their expiration, and thereafter shall be converted to a four year cycle according to the following schedule:

Two 3-year terms expiring in 1999: Four year term expiring in 2003

One 3-year term expiring in 1999: Five year term expiring in 2004

Two 3-year terms expiring in 2000: Five-year term expiring in 2005

One 3-year term expiring in 2000: Four-year term expiring in 2004

The terms of all members shall expire on the first Monday in May in the last year of their respective terms, regardless of the actual date of their appointment. Members whose terms have expired may continue to serve until a successor is appointed, except in the case of a member removed for cause. Vacancies in an unexpired term due to resignation may be filled by the Mayor with the advice and consent of the City Council.

(1998-M-36: § 1)

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2.28.040 – Officers

The Plan Commission shall elect a chairman and such other officers as it may determine, at the first regular meeting in May of each year, or as soon thereafter as may be practicable. In the event of an officer's resignation from that office or from the Commission, the Commission shall elect a replacement officer as soon as is practicable.

(2002-M-6: § 1; 1998-M-36: § 1)

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2.28.050 – Meetings and quorum

The Plan Commission shall meet at such times as it may determine. Special meetings may be called by the Mayor, the chairman or by any two members of the Commission. A majority of the Plan Commission members then holding office shall constitute a quorum. Final action shall be taken upon measures before the Plan Commission with a concurrence of a majority of the members present, provided a quorum is present.

(1998-M-36: § 1; 1977-M-23: (part); 1976-M-35: (part); 1973-M-3: (part); Prior code: § 9.802; Prior code: § 9.803)

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2.28.060 – Powers

The plan commission shall have the following powers:

A. To prepare and recommend to the corporate authorities a comprehensive plan for the present and future development or redevelopment of the city. Such plan may be adopted in whole or in separate geographical or functional parts, each of which, when adopted, shall be the official Comprehensive Plan, or part thereof, of the City. This plan may include reasonable requirements with reference to streets, alleys, public grounds, and other improvements hereinafter specified. The Plan, as recommended by the Plan Commission and as thereafter adopted, may be made applicable, by the terms thereof, to land situated within the corporate limits and contiguous territory not more than one and one-half miles beyond the corporate limits and not included in any municipality. Such plan may be implemented by ordinances to implement the following provisions:

1. Establishing reasonable standards of design for subdivisions and for re-subdivisions of unimproved land and of areas subject to redevelopment in respect to public improvements as herein defined,
2. Establishing reasonable requirements governing the location, width, course, and surfacing of public streets and highways, alleys, ways for public service facilities, curbs, gutters, sidewalks, street lights, parks, playgrounds, school grounds, size of lots to be used for residential purposes, stormwater drainage, water supply and distribution, sanitary sewers, and sewage collection and treatment, and

3. May designate land suitable for annexation to the municipality and the recommended zoning classification, for such land upon annexation;

B. To recommend changes, from time to time, in the official Comprehensive Plan;

C. To prepare and recommend to the corporate authorities, from time to time, plans for specific improvements in pursuance of the official Comprehensive Plan;

D. To give aid to the municipal officials charged with the direction of projects for improvements embraced within the official Plan, to further the making of these projects, and, generally, to promote the realization of the official Comprehensive Plan;

E. To exercise such other powers as may be conferred by the City Council (cross referenced to Section 17.04 of the City Code regarding powers and duties).

(2012-M-46: § 6; 1998-M-36: § 1; Prior code: § 9.804)

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