

CITY OF ST. CHARLES

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ORDINANCE NO. 1988-Z-10

AN ORDINANCE GRANTING A SPECIAL USE  
AS A PLANNED UNIT DEVELOPMENT  
FOR CHARLES TOWNE MALL

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ADOPTED BY THE

CITY COUNCIL

OF THE

CITY OF ST. CHARLES

THIS 19TH DAY OF SEPTEMBER, 1988

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PUBLISHED IN PAMPHLET FORM BY  
AUTHORITY OF THE CITY COUNCIL  
OF THE CITY OF ST. CHARLES,  
KANE AND DU PAGE COUNTIES,  
ILLINOIS, THIS 23rd DAY OF  
SEPTEMBER, 1988.

  
CITY CLERK

(S E A L)

04/27/88  
04/29/88  
5/16/88  
8/09/88  
8/15/88  
9/08/88  
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9/13/88

REFER TO:  
MINUTES 9-19-88  
PAGE \_\_\_\_\_

ORDINANCE NO. 1988-Z-10

**AN ORDINANCE GRANTING A SPECIAL USE AS A PLANNED UNIT  
DEVELOPMENT FOR CHARLES TOWNE MALL**

DATE OF PUBLICATION 9/23/88  
NEWSPAPER Sample Form

WHEREAS, a Petition for a Special Use as a Planned Unit Development in the R-1 Single Family Residence District for the real estate described in Exhibit "A", attached hereto and made a part hereof (hereinafter sometimes referred to as "Subject Realty"), has been filed by CHICAGO TITLE AND TRUST COMPANY, a corporation of Illinois, as Trustee under the provisions of a Trust Agreement dated January 25, 1984 and known as Trust No. 1084616 (hereinafter referred to as "TRUST"), owner of record of the Subject Realty, and WILMORITE, INC., a New York corporation, (hereinafter referred to as "DEVELOPER") (said TRUST and DEVELOPER hereinafter sometimes collectively referred to as "OWNER"); and

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

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

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ST. CHARLES, KANE AND DU PAGE COUNTIES, ILLINOIS, as

follows:

SECTION 1. That Section 17.06.020 of Title 17 of the St. Charles Municipal Code, as amended, and as set forth in the Zoning District Map as described therein and on file in the Office of the City Clerk, is hereby amended by granting a Special Use as a Planned Unit Development for a shopping center in the R-1 Single Family Residence District for the Subject Realty, subject to the additional requirements, variations, and restrictions provided herein.

SECTION 2. That the Subject Realty may be developed in accordance with all ordinances of the City as now in effect or hereafter amended (except as specifically varied herein), and in accordance with the additional procedures, definitions, uses and restrictions contained herein and set forth in Exhibits B-1, B-2, B-3, B-4, B-5, B-6, B-8, C and E attached hereto and made a part hereof, which shall survive the expiration of the Annexation Agreement dated September 13, 1988 by and between the CITY OF ST. CHARLES, Kane and DuPage Counties, Illinois and the CHICAGO TITLE AND TRUST COMPANY, a corporation of Illinois, as Trustee under the provisions of a Trust Agreement dated January 25, 1984 and known as Trust No. 1084616 and WILMORITE, INC., a New York corporation, (the "Annexation Agreement").

A. ZONING REQUIREMENTS.

The development and use of the Subject Realty shall comply with the provisions of the R-1 Single Family Residence District of Title 17 of the St. Charles Municipal Code except as specifically provided as follows:

1. Uses

Only those uses listed in Exhibit "B-1" attached hereto and made a part hereof shall be permitted on the Subject Realty.

2. Maximum Floor Area

The total gross leasable floor area, as defined in Exhibit "B-2" attached hereto and made a part hereof, shall not exceed 750,000 square feet with the maximum of all floor area not exceeding 950,000 square feet of gross building area as defined in Exhibit "B-2"

3. Minimum Lot Area

There shall be no minimum lot area applicable to the Subject Realty.

4. Minimum Lot Width

There shall be no minimum lot width or minimum frontage applicable to the Subject Realty.

5. Building Height

The maximum height of any building or sign on the Subject Realty shall be 50 feet as measured from average finished ground level at a perimeter line which is 10 feet from the exterior walls of the building; the maximum height of all other structures on the Subject Realty, including but not limited to antennas, lighting fixtures, etc., shall be 75 feet.

6. Perimeter Yards

a) All parking spaces, loading berths, access aisles

and driveways, except roads or driveways substantially perpendicular to a public street which provide access to the Subject Realty, shall be set back from the perimeter of the Subject Realty as follows: 1) Along Illinois Route 64 (and Smith Road if realigned), 40 feet from the right of way line; for Smith Road as currently laid out as shown on Exhibit "C", 73 feet from its center line. 2) along all other exterior property lines, 20 feet.

- b) All buildings shall be set back from the perimeter of the Subject Realty a minimum of 200 feet.
- c) Detention/retention ponds and facilities, permitted advertising and traffic control signage, benches, lighting, landscaping and fencing shall be permitted in any part of any perimeter yard.

7. Off-Street Parking

Off-street parking spaces shall be provided in accordance with the provisions of Title 17 of the St. Charles Municipal Code except that a) the number of required parking spaces shall be 5 parking spaces for each 1,000 square feet of gross leasable area as defined in Exhibit "B-2" attached hereto and made a part hereof, as measured in square feet of floor area; b) perimeter yard setbacks shall be as defined at paragraph 2(A)(6) above; and c) the required parking spaces for any

permitted use noted at Exhibit "B-1" shall not be required to be located on the same resubdivided parcel permitted under subsection C below provided that the total number of required parking spaces for the Subject Realty noted in subsection a) above is met and provided all parking in the aggregate shall be on the Subject Realty. If Title 17 of the St. Charles Municipal Code is amended to require less than 5 parking spaces for each 1,000 square feet of gross leasable square feet of floor area, as defined in Exhibit "B-2", then such amendment shall apply to the Subject Realty.

8. Off-Street Loading

Off-street loading facilities shall be provided in accordance with the provisions of Title 17 of the St. Charles Municipal Code, except that receipt or distribution of materials or merchandise by U.S. mail trucks, commercial express vehicles, United Parcel vehicles and the like shall be permitted at locations other than the required off-street loading locations.

9. Signs

Signs shall be permitted as set forth in Exhibit "B-3" attached hereto and made a part hereof.

B. LANDSCAPING

Future building and parking areas, shall at a minimum be fine graded and seeded. All unpaved areas shall be landscaped with trees, shrubs, and ground cover in

accordance with the landscape plan reviewed by the Plan Commission and approved by the City Council as part of the final plat for any phase. The City Council shall approve the final landscape plan provided the same is substantially in accord with the Preliminary Plan. Landscaping for a phase or subphase shall be completed prior to the occupancy of any structure for that phase or subphase. However, if conditions beyond the control of the OWNER prohibit the installation of the landscaping prior to a request for occupancy of a structure, a temporary certificate of occupancy may be issued for a period not to exceed six months. If the landscaping is not completed as of the expiration of the temporary certificate of occupancy, the Building Commissioner shall not be required to issue a final certificate of occupancy or any additional temporary certificates of occupancy, but may do so in his discretion as governed by the St. Charles Municipal Code.

C. SUBDIVISION OF SUBJECT REALTY

The Subject Realty may be resubdivided into not more than nine (9) parcels for the purpose of conveying such parcels to certain department stores or other commercial entities after or concurrently with platting of a one-lot subdivision for all of the Subject Realty. However, OWNER shall, after approval and recording of a plat of subdivision for all of the Subject Realty, be entitled to resubdivide the Subject Realty without further Plan Commission review provided the

following conditions are met:

1. There shall be no more than 9 lots on the Subject Realty after such resubdivision.
2. Each such lot shall have access by way of ownership or easements in form reasonably acceptable to the City Council to:

(i) the ring road or directly to a public street through one of the permitted curb cuts as shown in Exhibit "C",

(ii) water mains,

(iii) sanitary sewer mains,

(iv) storm sewer mains,

(v) electric distribution facilities, and

(vi) other public utilities including but limited to telephone and gas.

However, notwithstanding the foregoing, any such lots outside of the ring road shall not have access to the ring road without the consent of OWNER which may be granted or withheld in its sole discretion.

3. Utilities for which easements or ownership shall be necessary as described in Paragraph 2 above shall be installed and accepted or collateralized in accordance with the provisions of Paragraph "M" hereof, except that gas, telephone and cable T.V. not owned or operated by the CITY shall not be subject to acceptance or collateralization.

4. Each such lot within the center of the ring road shall have access by easement to off-street parking on the lot and/or other portions of Subject Realty in accordance with the standards set forth in Section 2A(7) hereof.

5. Subject to compliance with the provisions herein, the approval of the City Council, which approval shall not be unreasonably withheld. The Condominium Property Act shall not be used in lieu of the requirements herein for development of the Subject Realty and in lieu of final plat approval.

6. All resubdivided lots shall not have any building set back restrictions except as provided in Section 2 (A)(6) hereof, provided the building is within the building envelope shown on Exhibit B-4 and satisfies building and fire ordinances of the CITY.

D. CHANGES TO THE PLANNED UNIT DEVELOPMENT: PROCEDURES

The Subject Realty may only be developed in accordance with the approved engineering plans and specifications and final plat and all supporting data. Changes to the Planned Unit Development shall be handled as follows:

1. Definitions:

a) Major changes: Major changes shall include any change to the Planned Unit Development which requires an amendment of this ORDINANCE, or any other change for which a public hearing is required

by law or by the St. Charles Municipal Code, except as specifically provided herein.

b) Minor changes shall include any change not defined herein as a major change or a technical change.

c) Technical changes shall include any change to the engineering plans and specifications, and any change to the building plans, which is determined by the City Engineer, Building Commissioner, Fire Chief, or Director of City Planning as the case may be, to be

1) in substantial compliance with the Preliminary Plan as approved by the City Council; 2) in compliance with the St. Charles Municipal Code, as amended, except as specifically varied herein; and 3) in compliance with good engineering practice. For the purposes of this paragraph D and in order to promote and allow innovation and flexibility of design of the building to be constructed on the Subject Realty, it shall be considered a technical change in conformity with this Ordinance if OWNER submits building permit applications which vary the location of the proposed buildings from the exact location on the preliminary plan, provided that such building site is located within the area ("Building Location Envelope") depicted in Exhibit "B-4", attached hereto.

2. Procedures:

a) Major changes may be approved by the City Council after public hearing and recommendation by the Plan Commission pursuant to submittal and processing of a petition to amend the Special Use as a Planned Unit Development and a petition for preliminary plan approval, as set forth in the St. Charles Municipal Code.

b) Minor changes may be approved by the City Council without Plan Commission review or public hearing.

c) Technical changes may be approved by the City Engineer, Building Commissioner, Fire Chief, or Director of City Planning, as the case may be.

E. ARCHITECTURAL PLAN APPROVAL FOR DEPARTMENT STORES

Provided OWNER submits building plans and specifications for each building within the Building Location Envelope labeled on Exhibit "B-4" in conformance with the engineering plans, landscape plan, and final plan and Chapter 15 of the St. Charles Municipal Code (as modified herein), architectural drawings and/or renderings and attendant building plans for each such building shall not be required to be reviewed and approved by the Plan Commission and City Council.

F. PLAN COMMISSION REVIEW

Pursuant to Section 17.42.080 (b)(3) of the St. Charles Municipal Code, OWNER has heretofore filed an application for approval of a preliminary plan, which plan has been

recommended for approval by the Plan Commission to the City Council. Any review of a major change (as defined herein) of the preliminary plan, or any revisions or modifications thereto, by the Plan Commission shall have for its purpose to provide the City Council with a recommendation only (not a decision) as to the review described in Chapter 24, Paragraph 11-12-8 of the Illinois Revised Statutes, 1987, as amended, and a negative recommendation by the Plan Commission shall not prevent the City Council from approving a preliminary plan, or any revisions or modifications thereto, or a final plan or plat, or any revisions or modifications thereto, over the objection or contrary vote of the Plan Commission.

G. ONSITE EASEMENTS AND IMPROVEMENTS

OWNER shall grant to the City, at no cost to the City, on-site easements which are determined by the City Council to be necessary for the provision of Land Improvements for the Subject Realty including but not limited to easements for lift stations, sanitary sewer, water main, electric utility, storm sewer, storm water detention and retention, and surface drainage facilities and appurtenances to each of the foregoing. City shall have an easement, which shall be included on each final plat, over the ring roads for access for utility maintenance, and for police, fire, and other emergency vehicles. If a final plat of subdivision is recorded, OWNER shall pay for the design engineering,

construction engineering and installation of all on-site Land Improvements as defined by Title 16 of the St. Charles Municipal Code, as presently constituted, determined by the City Council to be necessary for the development of the Subject Realty based on the preliminary plan shown in Exhibit C. All such on-site improvements shall be included in the guarantee for completion. Notwithstanding the guarantee of completion of all on-site Land Improvements by OWNER, OWNER shall be permitted to collateralize its undertaking for the completion of traffic signalization, traffic lanes, turn bays and approaches at Illinois State Route 64 no later than at the time of the issuance of the first building permit upon the Subject Realty as provided in paragraph M below.

H. OFFSITE EASEMENTS AND CONSTRUCTION

If a final plat of subdivision is recorded, OWNER shall obtain all offsite easements (subject to the provisions of paragraph 5 of Exhibit "B-6") which are determined by the City Council to be necessary for the development of the Subject Realty based on the Preliminary Plan as shown in Exhibit "C", and based on OWNER's calculations in Exhibit "F" attached to the Annexation Agreement, including but not limited to the easements for lift stations, sanitary sewer, water main, electric utility, storm sewer, detention and retention, and surface drainage facilities and appurtenances to each of the foregoing which locations are currently

tentatively identified in Exhibit "B-5" attached hereto and made a part hereof. If a final plat of subdivision is recorded, OWNER shall pay for the design engineering, construction engineering and installation of all off-site Land Improvements as defined by and in accordance with Title 16 of the St. Charles Municipal Code which are hereby determined by the City Council to be necessary for the development of the Subject Realty based upon the preliminary plan shown in Exhibit C, including but not limited to the offsite improvements identified in Exhibit "B-5" attached hereto and made a part hereof. All such offsite improvements shall be included in the guarantee for completion. Notwithstanding the guarantee of completion of all off-site Land Improvements by OWNER, OWNER shall be permitted to collateralize its undertaking for the completion of traffic signalization, traffic lanes, turn bays and approaches at Illinois State Route 64 no later than at the time of the issuance of the first building permit upon the Subject Realty as provided in paragraph M below; provided, in no event shall construction begin therefor before the guarantee of completion (collateralization) has been accepted by the City.

I. ON-SITE AND OFFSITE OVERSIZING OF IMPROVEMENTS OR EXTENSIONS THEREOF FOR ADJOINING PROPERTIES.

At or prior to approval of the final engineering plans CITY shall decide whether to require OWNER to oversize or extend

onsite or offsite Land Improvements. In the event the City requests the OWNER to oversize or extend on-site or offsite Land Improvements installed to serve the Subject Realty in anticipation of any reasonable future annexation and/or development of land other than the Subject Realty that may be served by such mains or utility systems, such oversizing and/or extension shall take place on the following basis: the City Engineer and the OWNER'S Engineer shall prepare cost estimates indicating the construction cost for the Land Improvement installed to serve the Subject Realty and for the oversized or extended Land Improvement requested by the City. Such estimates shall be subject to approval of the City Council which shall occur prior to final approval of the engineering plans for the Land Improvements. If CITY'S and OWNER'S estimate of cost for such oversizing cannot be mutually resolved, CITY and OWNER shall select an independent engineer, mutually agreeable to each party, to determine such cost and said engineer's decision shall be binding. The OWNER shall install the oversized or extended Improvement in compliance with City ordinance and state and federal requirements. The actual cost difference shall be paid to the OWNER. CITY shall make such payment within 30 days of acceptance of such Land Improvement by the City Council subject to budget and timing as may be in accordance with law. However, such payment shall in no event be more than 12 months after acceptance. However, prior to payment,

City shall be in receipt of a general contractor's affidavit and lien waivers in accordance with the Illinois Mechanics Lien Act and a Bill of Sale conveying title to the City free and clear of all liens and encumbrances. All engineering, insurance, and inspection costs shall be paid by OWNER except for CITY's engineering expenses for extensions requested by the CITY. The operation of any State law or City ordinance having general applicability to all entities in a class including OWNER shall not be deemed to be a request by City for oversizing or extension of onsite or offsite Land Improvements; provided, however, the requirement of this sentence shall not apply to extensions requested by the CITY.

City and OWNER acknowledge that certain Land Improvements to be constructed by OWNER may be used for the benefit of property outside of the Subject Property, and in particular the water main to be constructed at or near the west property line. In accordance with the provisions of §9-5-1. Ch. 24, Illinois Revised Statutes (1987) City and OWNER agree to enter into an agreement, in the form attached hereto as Exhibit "B-7", at the time of acceptance of the Land Improvement, permitting the OWNER to be reimbursed for a portion of the cost of installing said Land Improvement by owners of property lying outside the Subject Realty, which agreement shall be recorded with the Recorder of Deeds.

J. RESTRICTIONS ON ACCESS

Prior to approval of any Final Plan, OWNER shall obtain any and all approvals as may be required by the Illinois Department of Transportation or Kane County Highway Department, for the access points hereinafter described. There shall be two access points from Illinois State Route 64. There shall be one access point to Smith Road, which access shall be located a minimum of 350 feet northerly of the center line of Illinois State Route 64.

K. ROAD IMPROVEMENTS AND SIGNALIZATION

If a final plat of subdivision is recorded, subject to the approval of the City Council, OWNER shall design, provide material and construct and pay for the following road improvements and signalization:

- 1) acceleration and deceleration right turn lanes and left turn bays on Illinois State Route 64, and Kirk Road as depicted and specified in Exhibits "C" and "B-5". The design and specifications for such improvements shall be subject to the approval of the Illinois Department of Transportation and the City Engineer.
- 2) Complete traffic signalization for the two (2) mall entrances along Illinois Route 64 and the modification of the signalization at Illinois Route 64 and Kirk Road, as depicted and specified in Exhibits "C" and "B-5" attached hereto.
- 3) If provision is not made for realigning Smith Road as described in Paragraphs L and M herein prior to the

issuance of a building permit for any part of a shopping center on the Subject Realty, OWNER shall not improve existing Smith Road adjoining the Subject Realty as a "collector road" as currently defined in Sections 16.08.050, 16.20.060, 16.36.020, 16.44.030, 16.44.050, and 16.44.080 of the St. Charles Municipal Code, and shown in Exhibit "B-8" attached hereto and made a part hereof until the earlier of notification by the CITY to commence construction or 7 years after recording a final plat of subdivision for all or any part of the Subject Realty.

OWNER shall provide a guarantee for completion of all such turn lanes and bays and traffic signalization as provided in Paragraph M below. Such turn lanes and bays and traffic signalization shall be completed except as otherwise provided in this Paragraph K and in Paragraph N below prior to the issuance of any temporary or permanent certificate of occupancy. Notwithstanding the above, however, construction delays caused by weather, strikes, material shortages and Acts of God, all of which are beyond the control of the OWNER, shall not be reason to deny the issuance of a temporary certificate of occupancy on account of incomplete road improvements or incomplete signalization provided all the road improvements excepting the surface course of the above referenced road improvements shall have been installed and accepted or acknowledged as complete by the City

Council.

L. SMITH ROAD IMPROVEMENTS AND SIGNALIZATION

It is anticipated that Smith Road will be relocated some time in the future to align with Kautz Road at the intersection of Route 64. Owner shall cooperate with the City to accomplish such relocation under the terms hereinafter set forth:

1. Owner shall pay for and complete the design, provide material and construct i) complete traffic signalization of the intersection of Illinois Route 64 and Kautz Road and ii) the relocated section of Smith Road which runs from a point 860 feet northerly of Illinois Route 64 to Illinois Route 64 which shall be constructed as a "collector road" as currently defined in Sections 16.08.050, 16.20.060, 16.36.020, 16.44.030, 16.44.050, and 16.44.080 of the St. Charles Municipal Code, and shown in Exhibit "B-8" attached hereto and made a part hereof, provided:

a. Property necessary to relocate that portion of Smith Road described above shall have been dedicated or otherwise acquired within five (5) years after recording a final plat of subdivision for all or any part of the Subject Realty; or that in the event eminent domain proceedings have been commenced within two (2) years after recording a final plat of subdivision for all or any part of the Subject

Realty, and diligently pursued to final determination with no further appeals, then the time period shall be extended for a period of two (2) years beyond such final determination.

b. The City Council has passed an Ordinance of Vacation (the "Ordinance of Vacation") in substantially the form attached hereto and made a part hereof as Exhibit E.

c. The Subject Realty shall have access to relocated Smith Road as set forth in Exhibit C.

In the event OWNER has not recorded a final plat of subdivision for all or any part of the Subject Realty at the time the City decides to commence the design of such relocated road, then Owner shall, prior to the solicitation of bids by the City or other governmental entity, have the right to do such construction itself.

In the event OWNER has not completed the design of relocated Smith Road and the design of the signalization of Illinois Route 64 and Kautz Road as described herein in a form acceptable to the City on or before May 1, 1989, the City may complete such design and OWNER shall reimburse City for the cost of such design. Such payment shall be made at or prior to the time of recording a final Plat of Subdivision for all or any part of the Subject Realty.

2. Upon completion of relocated Smith Road, or the vacation of the westerly portion of currently existing Smith Road northerly of Illinois Route 64, Owner agrees to remove the curb cut for that portion of old Smith Road deemed necessary by the City and approved by Illinois Department of Transportation, if required, upon demand therefor by City at Owner's sole cost and expense and to landscape the right of way area adjacent to Illinois Route 64 in such fashion acceptable to the City Council as to preclude normal access to that portion of currently existing Smith Road which is vacated. City shall provide any necessary easements over City property for Owner to complete the removal of such curb cut.

3. As and for a portion of the cost of the dedication or acquisition of the real estate necessary in order to relocate Smith Road to be aligned with Kautz Road over the section mentioned in Subparagraph 1(a) above, Owner shall pay to City, or, in the alternative, at the time of recording a final plat of subdivision for all or any portion of Subject Realty, collateralize the same to permit payment of \$53,000.00 to City. Such payment shall be made within thirty (30) days after the acquisition of such real estate by the CITY or another governmental entity. In the event the cost does not equal or exceed \$53,000, OWNER shall only pay actual cost or if previously paid receive a refund of the

excess. The form of the collateral shall provide for payment in the event Owner does not pay the same and shall otherwise be in a form permitted for required Land Improvements. In the event payment is made by Owner or such land is otherwise acquired in a form acceptable to City by Owner at no cost to the City, then and in such event that portion or all of the amount of collateral described herein as being required for the dedication or acquisition of real estate and the obligation to pay the unearned portion of the \$53,000 shall be released by City within thirty (30) days after such demand. The provision of collateralization of Smith Road improvements shall continue for a period of five (5) years after the date of recording of a final Plat of Subdivision for all or any portion of the Subject Realty.

4. OWNER's obligations under 1, 2 and 3 of this Paragraph are conditioned on recording of a final Plat of Subdivision for all or any part of the Subject Realty.

5. Notwithstanding the foregoing, no more than one improved Smith Road shall be required, whether that be the existing or realigned Smith Road.

M. GUARANTEE FOR COMPLETION OF IMPROVEMENTS

1. After approval of each Final Plat and prior to signature by the Mayor and City Engineer, the OWNER shall present a guarantee for completion of the onsite and offsite Land Improvements required herein and by the St. Charles

Municipal Code as presently constituted including but not limited to the required Land Improvements. Notwithstanding the preceding sentence, OWNER shall be permitted to present the required guarantee for completion of traffic signalization, improvements to Smith Road in its present in its present location, and traffic lanes, turn bays and approaches at Illinois State Route 64, all as described in Paragraph K above, no later than at the time of the issuance of the first building permit upon the Subject Realty; provided, in no event shall construction begin therefor before the guarantee of completion (the "Guarantee") has been accepted by the City. Provided further that OWNER may utilize any one of the alternative forms described in Section 16.12.220 of the St. Charles Municipal Code.

2. At the time of recording of a plat of subdivision for all or any part of the Subject Realty, OWNER shall provide a guarantee for the completion of the improvements for Smith Road whether or not relocated and signalization at Kautz Road and Route 64 described in Paragraph "L" above (the "Guarantee"). The Guarantee shall take the form as for other Land Improvements and shall be in the amount of 115% of the Engineer's cost estimate therefor. The Guarantee shall be released upon the earlier of, (i) payment by Owner of the design, material and constructions completed by the City, (ii), the acceptance by the City Council of the construction work done by Owner, or within (iii) the time mentioned in Paragraph L (1) (a) above. Payment to City or

other governmental entity designated by City shall be made within thirty (30) days of any request for payment. In the event payment is not timely made, City may secure payment from the Guarantee. Provisions shall be inserted in such Guarantee documentation to permit payment to City. The Guarantee shall expire five (5) years after the recording date of a final plat of Subdivision for all or any part of the Subject Realty. This provision shall otherwise remain in existence for two years after acquisition of the right of way if acquired after the five (5) year period as provided in Paragraph L (1) (a) above. OWNER shall not commence construction of offsite improvements including those to Illinois Route 64 and Smith Road until after the Engineer's Cost Estimate therefor has been collateralized as herein provided.

N. CERTIFICATES OF OCCUPANCY

No certificate of occupancy shall be issued for any building or part thereof on the Subject Realty until after the City Council's acceptance of the Land Improvements as defined in Title 16 of the St. Charles Municipal Code as presently constituted and with the exception that acceptance of the final surface course of streets, sidewalks, lighting, permanent traffic signals, landscaping, parkway seeding, and parkway trees, for the phase in which such building is located shall not be required for the issuance of a temporary occupancy permit. The City Council shall accept

or reject any such Land Improvement within 21 days of receipt of the following:

1. The submission of one (1) set of reproducible (mylar) as-built drawings of the water, sanitary sewer, storm sewer, and detention and retention Land Improvements;
2. A bill of Sale and a contractor's affidavit and lien waivers in accordance with the Illinois Mechanic's Lien Act, for all Land Improvements for the applicable phase or building which have been designated by the City Council for acceptance;
3. The submission to the City of a deposit in cash, irrevocable letter of credit (subject to approval of the City Council), or surety bond, equal to fifteen (15) percent of the cost of the Land Improvements. This deposit shall be a guarantee of satisfactory performance of the Land Improvements and shall be held by the City for a period of 12 months after acceptance by the City Council of all required Land Improvements. After such 12 month period the deposit shall be refunded to OWNER if no defects have developed, or if any defects have developed in any Land Improvements, OWNER shall be first given a reasonable opportunity to repair, replace or otherwise cure same, and in the event OWNER fails to cure such defects, CITY may expend such necessary

funds so deposited for the repair and replacement thereof and return any remaining deposit to OWNER. As to the acceptance of Illinois State Route 64 improvements, including signalization, traffic turn bays and approaches, the City Engineer may grant temporary approval for use of such improvements notwithstanding their final completion, provided such improvements are completed to the extent to provide safe travel, which shall include at a minimum temporary signalization and street lighting, the storm sewer system, pavement marking (temporary or permanent), and binder course and curbing. In the event the City Council accepts a land improvement within such 21 day period subject to compliance with specific conditions, such acceptance shall be considered a rejection unless and until such conditions have been complied with to the satisfaction of the City Engineer unless otherwise specified. Provided a temporary certificate of occupancy is issued for any building or space therein, the City shall not deny a temporary certificate of occupancy for any space within a building for which a temporary or permanent certificate of occupancy has been issued for the sole reason that other areas in the building are either incomplete or under construction.

O. BUILDING PERMITS

No building permit shall be issued for construction of any structure on the Subject Realty until after a preliminary plan, engineering plans and a final plat have been approved and a final plat has been recorded for the unit or phase in which the building permit or permits are requested. No building permit shall be issued prior to the time that construction or permanent roads are passable for ingress and egress by emergency and inspection vehicles, and water facilities have been installed. Determination of acceptable condition of the roads shall be made by the City Engineer. The issuance of building permits for foundations, if any, may be made by the CITY prior to the completion of permanent roads and water facilities.

P. UTILITIES AND COMMUNICATIONS FACILITIES

OWNER shall provide that all existing and new utilities and communications facilities, including telephone, electric and cable television to service the Subject Realty, shall be underground, and this requirement shall be affixed to all Final Plats. OWNER shall notify all utility and communications companies of the need for installations and services, if such notification is required by such companies, prior to the construction of the Land Improvements in each phase of the Subject Realty, and OWNER shall provide CITY with a copy of each such notice.

Q. RESTORATION OF CITY PROPERTY

OWNER shall repair and replace, in accordance with the

original sizes, standards and topography in a manner satisfactory to the City Engineer, all CITY property damaged or disturbed by reason of its work in connection with the development of the Subject Realty.

R. SOIL EROSION

OWNER shall adhere to measures for the prevention of soil erosion during the various phases of construction of the development pursuant to the ordinances and any other applicable rules and regulations of the CITY, the "Procedures and Standards for Urban Soil Erosion and Sedimentation Control in Illinois", published in October, 1981, as amended, and the recommended procedures of the Kane-DuPage Soil and Water Conservation District and any other applicable regulatory agency, whichever is more restrictive. An erosion control plan shall be submitted by OWNER to CITY with the engineering plan for each phase, and shall be subject to review and approval of the City Engineer and Director of City Planning, which approval shall not be unreasonably denied.

S. MAINTENANCE OF PRIVATE FACILITIES

The OWNER shall repair and maintain all private retention and detention basins, storm sewer lines, and surface drainage facilities on the Subject Realty which are not conveyed to and accepted by the CITY. In the event OWNER fails to maintain, repair, or replace said basins, lines,

facilities, or any tributary appurtenances thereto, City shall give OWNER written notice of any such deficiency; upon receipt of such notice, OWNER shall correct such deficiency within thirty (30) days thereof unless the nature, extent or weather conditions for the repair, maintenance or replacement of the storm water system prevents the OWNER from correcting the deficiency within said time period. Under such circumstances, OWNER shall correct such deficiency as soon as possible, using its best efforts to cause the storm water system to operate according to the engineering plans and specifications approved by the CITY. In the event OWNER fails to correct any such deficiency after the CITY exhausts the procedures set forth above, then CITY may correct such deficiencies; if CITY elects to correct such deficiencies, it shall thereafter repair and maintain all private retention and detention basins, storm sewer lines, and surface drainage facilities and appurtenances thereto but not parking areas on the Subject Realty, and may levy a Special Service Area tax to pay for same. In the event of the conveyance or assignment of all or any part of the Subject Realty to anyone other than CITY, any such conveyance or assignment shall contain an agreement between the parties involved as to the responsibility for repair and maintenance as contemplated in this paragraph.

T. PUBLIC SANITARY SEWER REQUIRED

Upon development, all of the Subject Realty shall be served by the City of St. Charles sanitary sewer system The

construction and maintenance of individual, private on-site sewage treatment systems, including, but not limited to, septic tanks, septic absorption fields, and aerobic digesters shall not be permitted. The foregoing conditions shall be affixed to or referenced on the appropriate final plats.

U. EXISTING WELLS

Prior to City Council acceptance of any water mains on the Subject Realty, OWNER shall plug any existing water wells on the Subject Realty in conformity with the regulations of the Illinois Department of Mines and Minerals and shall provide documentation to the City that such plugging has been accomplished, all in form and substance acceptable to the City Council.

V. TEMPORARY USE

The buildings and structures existing on the Subject Realty may be used in connection with construction of Land Improvements, buildings and structures on the Subject Realty during the time of such construction, not to exceed six months after the issuance of a temporary or permanent certificate of occupancy for any building on the Subject Realty.

W. SIDEWALKS

If a final plat of subdivision has been recorded, in lieu of the provisions of Section 16.20.060 (G) of the St. Charles Municipal Code requiring sidewalks along the public streets

adjoining the Subject Realty, OWNER shall construct sidewalks along the entry roads to the shopping center and adjacent to all buildings to be constructed, as shown on the Preliminary Plan (Exhibit "C").

X. PAYMENT FOR STREET LIGHTING

If a final plat of subdivision has been recorded, in lieu of Section 16.20.060 (I) of the St. Charles Municipal Code, OWNER shall install lights and supporting fixtures for parking and interior private roads as depicted on the Preliminary Plan. The lights and support fixtures shall not be required to be collateralized as part of the required Land Improvements except for the lights and supporting fixtures to be located at the entrance roads and along Illinois Route 64.

Y. INCORPORATION OF PROVISIONS

The provisions of paragraphs 2 through 7, and 10 through 14 of the Annexation Agreement are incorporated herein as if fully set forth herein, a copy of such paragraphs being attached hereto as Exhibit "B-6".

SECTION 3. HOLD HARMLESS AND INDEMNIFICATION

In the event a claim is made against the CITY, its officers, other officials, agents and employees or any of them or if the CITY its officers, other officials, agents and employees or any of them, is made a party-defendant in any proceeding arising out of or in connection with this Ordinance or the annexation of the

Subject Realty, the approval and issuance of a Special Use Permit for a Planned Unit Development for the Subject Realty, or the development of the Subject Realty, the OWNER shall, except as may be required by Chapter 29 ¶61 and Chapter 80 ¶91 of the Illinois Revised Statutes for the negligent acts or omissions of the CITY, its officers, other officials, agents and employees or any of them, defend and hold the CITY and such officers, other officials, agents and employees harmless from all claims, liabilities, losses, taxes, judgments, costs, fees, including expenses and reasonable attorney fees, in connection therewith in excess of the proceeds of any insurance or indemnification held by the CITY and actually received. Any such indemnified person may obtain separate counsel to participate in the defense thereof at his own expense. However, if the Canons of Legal Ethics require such indemnified person to be separately defended where there is no consent to a conflict of interest, then OWNER shall bear such expense. The CITY and such officers, other officials, agents and employees shall cooperate in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, OWNER shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the CITY, its officers, other officials, agents and employees as the case may be. Further, OWNER may be entitled to settle all non-monetary claims upon such terms as it may deem appropriate after receiving

approval or consent of the CITY which approval or consent shall not be unreasonably withheld. In the event CITY unreasonably withholds such approval or consent OWNER's obligation to indemnify and defend shall terminate. The OWNERS release from and agree that the CITY its officers, other officials, agents and employees shall not be liable for any liability, losses, judgments, costs, fees, including reasonable attorneys' fees and expenses arising out of or in connection with the CITY'S failure to approve final plans, provided, however, the OWNERS do not relinquish their right to receive approval of their final plans, including final plats of subdivision under this ordinance as amended from time to time, building and occupancy permits and other permits, approvals and licenses and to such extent the OWNERS retain the right to legal or equitable action against the CITY for declaratory judgment, injunctive relief and mandamus.

SECTION 4.

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

PRESENTED to the City Council of the City of St. Charles, Kane and Du Page Counties, Illinois, this 19th day of September, 1988.

PASSED by the City Council of the City of St. Charles, Kane and Du Page Counties, Illinois, this 19th day of September, 1988.

APPROVED by the Mayor of the City of St. Charles, Kane and Du Page Counties, Illinois, this 19th day of September, 1988.

  
\_\_\_\_\_  
Mayor

ATTEST:

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

COUNCIL VOTE:

Ayes:	<u>10</u>
Nays:	<u>0</u>
Absent:	<u>0</u>
Abstaining:	<u>0</u>
Holding Office:	<u>10</u>

EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND in the North Half of Section 25, Township 40 North, Range 8 East of the Third Principal Meridian described as follows: Commencing at the northeast corner of the Northeast Quarter of said Section 25; thence South 0 degrees 14'26" West along the east line of said Northeast Quarter 1514.30 feet; thence North 83 degrees 24' West 100.62 feet to a point that is 100.0 feet westerly of said east line (measured at right angles thereto) for a point of beginning; thence continuing North 83 degrees 24' West 1015.80 feet; thence North 0 degrees 03' West parallel with the east line of the South Half of Section 24, in the Township and Range aforesaid 505.23 feet; thence westerly along a line forming an angle of 99 degrees 29'29" with the last described course (measured clockwise therefrom) 1461.93 feet to a point on the easterly line of a tract conveyed to Maurice L. Ragole and Gertrude B. Ragole by Document 542269 that is 1877.42 feet northeasterly of the center line of Illinois State Route No. 64 (as measured along said easterly line); thence southerly along the easterly line of said Ragole tract forming an angle of 90 degrees 00' with the last described course (measured clockwise therefrom) 1877.42 feet to the center line of Illinois State Route No. 64; thence easterly along said center line 2404.88 feet to the point of intersection of the center line of Smith Road; thence northeasterly along the center line of said Smith Road 690.68 feet to a line drawn parallel with the east line of said North Half from the point of beginning; thence northerly along said parallel line 467.09 feet to the point of beginning, in St. Charles Township, Kane County, Illinois and containing 88.289 acres.

## EXHIBIT B-1

### PERMITTED USES

The following uses are permitted on the Subject Realty:

#### A. General:

1. Accounting offices
2. Amusement establishments including bowling alleys, pool halls, dance halls, skating rinks, arcades
3. Animal hospitals
4. Antique shops
5. Appliance stores
6. Art galleries and museums/collector shops
7. Art and school supply stores
8. Auction rooms
9. Automatic teller machines
10. Automobile accessory stores
11. Automobile laundries
12. Automobile parts stores
13. Automobile sales room
14. Automobile vehicle and automotive equipment sales stores (TBA)
15. Bakeries where not more than 50% of the floor area is devoted to processing, and not employing more than eight (8) persons
16. Banks and financial institutions, savings and loans
17. Barber shops
18. Bath shops
19. Beauty parlors
20. Bicycle stores, sales, rental and repair
21. Blueprinting and photocopying establishments
22. Boats and boating supplies stores
23. Book and stationery stores
24. Bridal shops
25. Brokerage offices
26. Building materials stores
27. Business machines sales and service establishments
28. Camera and photographic supply stores
29. Candle shops
30. Candy and ice cream stores
31. Card shops
32. Carpet and rug stores
33. Caskets and casket supply establishments
34. Catalog showrooms
35. Catering establishments
36. China and glassware stores
37. Churches, rectories and parish houses
38. Cinemas
39. Clock shops
40. Clothing accessories shops
41. Clothing establishments
42. Clubs and lodges, private, fraternal or religious
43. Coin and philatelic stores
44. Computer and computer software stores
45. Contractors and construction offices

46. Convenience stores
47. Cookie sales stores
48. Cosmetics stores
49. Costume jewelry shops
50. Costume rental shops
51. Craft stores
52. Crystal, china or glass shop
53. Currency exchanges
54. Custom dressmaking establishments
55. Cutlery shops
56. Day-care/nursery centers
57. Decorative accessories shops
58. Department stores
59. Drive-in restaurants
60. Drugstores
61. Dry cleaning establishments, retail, employing not more than four persons
62. Dry goods stores
63. Electrical and household appliance stores including radio and television sales
64. Electronics stores
65. Employment agencies
- ~~66. Exterminating shops~~
67. Eye glass shops
68. Fabric stores
69. Fast food establishments
70. Film processing shops
71. Financial institutions
72. Flower shops and conservatories
73. Food stores, including grocery stores, meat markets, bakeries and delicatessens (retail sales only)
74. Formal wear sales and rental establishments
75. Frozen food stores, including locker rental in conjunction therewith
- ~~76. Fuel and ice sales, retail only~~
77. Furniture stores, including upholstery
78. Furrier shops, including the incidental storage and conditioning of furs
79. Garden supply, tool and seed stores
80. Gasoline filling stations and accessory uses
81. Gift shops and gift shops with specialty theme
82. Gourmet shops
83. Greenhouses
84. Haberdasheries
85. Handicraft shops
86. Hardware stores
87. Health centers, health food shops, tanning salons, health testing establishments
88. Hobby shops
89. Hoisery sales shops
90. Home accessories/housewares shops
91. Home entertainment center store
- ~~92. Hospitals~~

- ~~93. Hotels~~
94. Ice cream parlors
  95. Import sales stores
  96. Insurance offices
  97. Interior decorating shops, including upholstery and making of draperies, slipcovers, and other similar articles when conducted as part of the retail operations and secondary to the principal use
  98. Jewelry stores, including watch repair
  99. Job printing shops, using presses having beds of not more than 14 inches and 20 inches
  100. Key shops
  101. Kitchen supply stores
  102. Laboratories, medical and dental, also research and testing establishments
  103. Laundries, coin-operated or automatic self-service type or hand, employing not more than two persons in addition to one owner or manager
  104. Leather goods and luggage stores
  105. Legal offices
  106. Libraries
  107. Lighting stores/lamps
  108. Linen or lace shops
  109. Liquor stores, retail sales
  110. Loan offices
  111. Locksmith shops
  112. Machinery and equipment sales, but not including service repair or reconditioning and storage of all machinery shall be within enclosed buildings
  113. Mail order service storage establishments
  114. Maternity shops
  115. Meat markets, including the sale of meat and meat products to restaurants, motels, clubs, and other similar establishments when conducted as part of the retail business on the premises
  116. Medical and dental clinics or offices
  117. Meeting halls
  118. Millinery shops
  119. Musical instrument sales and repair shops
  120. Newspaper offices, but not including printing
  121. Newspaper and magazine sales shops
  122. Offices, business, professional and public
  123. Office machine sales and servicing establishments
  124. Office supply stores
  125. Open sales lots
  126. Opticians and optometrists offices
  127. Orthopedic and medical appliance stores, but not including the assembly or manufacture of such articles
  128. Paint and wallpaper stores
  129. Personal services establishments
  130. Pet stores
  131. Phonograph record and sheet music stores
  132. Photocopy-quickprint establishments

133. Photography studios, including developing and printing of photographs when conducted on the premises as a part of the retail business
134. Physical culture and health services establishments, gymnasiums
135. Picture framing shops when conducted on the premises for retail trade
136. Plumbing showrooms and shops
137. Post offices and mailboxes/delivery stores
138. Pretzel/popcorn sales stores
139. Radio and television broadcasting studios and towers
140. Radio and television service and repair shops
141. Real estate offices
142. Record, tape, c.d. stores
143. Recording studios
144. Recreation/community/promotional/public forum uses
145. Restaurants, including live entertainment and dancing, food service/food court
146. Restricted production and repair limited to the following: art needlework, clothing, custom manufacturing and alterations for retail only
147. Schools, commercial or trade not involving any danger of fire, explosion, nor of offensive noise, vibration, smoke, dust, odor, glare, heat, or other objectionable influences
148. Schools of music, dance or business
149. Second-hand stores and rummage shops
150. Service stations, without the sale of fuel
151. Sewing machine sales and services, household machines only
152. Shoe stores
153. Shoe and hat repair stores
154. Signs as regulated in this ordinance
155. Sporting goods stores
156. Stereo shops
157. Stuffed animals stores
158. Tailor shops
159. Taverns and cocktail lounges
160. Taxidermists
161. Telegraph offices
162. Telephone stores
163. Temporary buildings for construction purposes for a period not to exceed the duration of such construction
164. Theaters - Indoor
165. Ticket agencies, amusements
166. Tobacco shops, retail sales
167. Toy shops
168. Travel bureaus, agencies and transportation ticket offices
169. Typewriter and adding machines sales and service establishments
170. Undertaking establishments and funeral parlors

- 171. Uniform sales stores
- 172. Variety stores
- 173. VCR sales stores
- 174. Video tape sales and retail establishments
- 175. Wearing apparel shops
- 176. Yogurt sales stores

B. Any commercial or retail use hereafter permitted by the City under its Zoning Ordinance shall be a permitted or special use, as the case may be.

C. Business service establishments which perform services on the premises:

- 1. Better Business Bureau
- 2. Business and/or management consultant
- 3. Business office, in which chattels or goods, wares or merchandise are not displayed or sold on the premises
- 4. Chamber of Commerce
- 5. Credit agency
- 6. Funeral parlor or undertaking establishment
- 7. Insurance office
- 8. Interior decorating studio
- 9. Investment company
- 10. Labor union and/or organization
- 11. Mail order house
- 12. Photographic studio
- 13. Real estate office
- 14. Secretarial service
- 15. Social and fraternal organization
- 16. Trade association

D. Professional office establishments:

- 1. Accounting, auditing and bookkeeping
- 2. Architect's office
- 3. Artist and industrial designer's office
- 4. Attorney and law office
- 5. Chiropodist's office
- 6. Chiropractor's office
- 7. Dentist's office
- 8. Doctor's, surgeon's and/or physician's office
- 9. Engineering office
- 10. Landscape architect's office
- 11. Land surveyor's office
- 12. Minister's office
- 13. Optician's office
- 14. Osteopath's office

E. Retail business, which supply commodities on the premises limited to:

- 1. Art gallery
- 2. Antique shop

3. Bookstore
4. Gift shop
5. Flower shop
6. Leather and luggage goods stores
7. Equestrian riding apparel shops

F. Public, quasi-public and governmental buildings or facilities:

1. Church
2. Off-street parking facility
3. Museums, art gallery

Exhibit B-2

Gross Leasable Area:

The total floor area for which tenants pay rent and which is designed for tenant occupancy and exclusive use. Gross leasable area does not include public or common areas such as utility rooms, stairwells, hallways, atriums, etc.

Gross Building Area:

The sum of the gross horizontal areas of the several floors of a building measured from the exterior face of exterior walls, or from the centerline of a wall separating two buildings, including interior parking and loading spaces, if any, but excluding any space where the floor-to-ceiling height is less than six feet.

9/09/88  
9/13/88

EXHIBIT "B-3"

Page 1 of 3

Charles Towne Mall Sign Requirements:

- A. The following are permitted and not mutually exclusive:
1. Two (2) two-faced entryway pylon signs shall be permitted, which signs may include a logo designed to identify the shopping center as depicted on the Preliminary Plan, Sheet 3729-15, with each such sign not being greater than 280 square feet (140 square feet per face). One (1) cinema reader board sign shall be permitted on the Subject Realty at Illinois State Route 64 and shall be not greater than 200 square feet (100 square feet per face). Two (2) temporary signs shall be permitted, which shall be located near the entrance to the proposed shopping mall, denoting and advertising the construction of the shopping mall and the rental of tenant spaces, with each such sign being not greater than 240 square feet.
  2. All other signs as permitted pursuant to Section 17.24.060 of the St. Charles Municipal Code as presently constituted, a copy of which is attached as the next two pages of this Exhibit. References to the term "Lot" in Section 17.24.060 as appended hereto refer to Subject Realty.

## 17.24.060 Signs.

Nonflashing but illuminated business signs with no moving parts (provided that time and/or temperature signs which change lights within a panel of stationary lights shall not be construed to be flashing or to have moving parts), awnings and marquees are permitted subject to regulations set forth elsewhere in the ordinances of the city and the following:

- A. The illumination of any exterior sign shall be only during business hours or until eleven p.m., whichever is later. Where a sign is illuminated by light reflected upon it, direct rays of light shall not beam upon any part of any existing residential buildings, nor into a residence district, nor into a street. A sign in direct line of vision of a traffic signal shall not be in red, green or amber illumination.
- B. The gross surface area in square feet of all signs on a lot or building shall not exceed three times the number of lineal feet of the building frontage; and each side of a building which abuts upon a street shall be considered as a separate frontage; and the gross area of all signs located on a side of a lot or building abutting a street shall not exceed the number of lineal feet of such building frontage.
- C. Signs shall not project more than twelve inches into the public way.
- D. Any sign located within ten feet of the paved surface of a street or within ten feet of a sidewalk, driveway or parking area, or within fifty feet of the intersection of two or more streets shall have the lowest elevation at least twelve feet above curb level. All other signs not limited by the conditions of the foregoing sentence shall have the lowest elevation at least eight feet above ground level.
- E. A sign affixed to a building shall not project higher than the building height, or thirty feet above the curb level, whichever is lower; except, for a one-story building, a sign may project not more than three feet above the building height. A ground sign shall not exceed forty feet in height above curb level.
- F. In a unified shopping center in a single ownership or control, one additional free-standing sign structure may be erected for it having a total gross display floor area of not more than seventy-five one-hundredths percent of the gross floor area of the building situated on the shopping center property; provided, however, that no one display surface shall contain more than three hundred square feet, and the total area of all display surfaces shall not exceed six hundred square feet; such sign structure shall be set back at least half the required yard depth distance from each abutting street, and the bottom edge of any display surface shall be at least eight feet above the level of the ground, and its overall height shall not exceed twenty-four feet above the curb level, and its overall width shall not exceed twenty feet.

- G. Time and/or temperature signs, in accordance with the following:
1. Construction. Time and/or temperature signs shall be constructed of incombustible material, including the frames, braces, and supports thereof.
    - a. Regulations of Size. Such time and/or temperature signs shall not be more than 9.6 square feet in area.
    - b. Requirements on Glass. Any glass forming a part of a clock of the sign thereon shall be safety glass, or plate glass at least one-fourth-inch thick, or an approved plastic securely held in place.
    - c. Cover or Service Opening To Be Secured. Any cover or service opening of a time and/or temperature sign shall be securely fastened thereto by metal hinges.
    - d. Time Sign. A time sign shall be permitted to change no more frequently than thirty-second intervals.
    - e. Temperature Sign. A temperature sign shall not change except when the temperature changes one degree.
    - f. Time and Temperature Signs in Combination. If the same surface area is provided for both time and temperature, the frequency of change shall be no more frequently than two-second intervals. If separate space is provided on the sign surface area for time and temperature, paragraphs a and e of this subdivision shall apply.
    - g. Illumination. Time and/or temperature signs may be continuously illuminated.
  2. No time and/or temperature sign shall be erected on any public sidewalk or in any residential district as such district is defined in the zoning ordinance. Time and/or temperature ground signs shall not exceed thirty feet in height.
  3. All time and/or temperature signs erected on the exterior of any building or structure shall comply with the requirements set forth in provisions on wall signs.
  4. No advertising shall be placed upon a time and/or temperature sign other than the name of the owner, or a reference to the business, industry, or pursuit conducted within the premises to which the time and/or temperature sign is attached.
  5. The provision for time and/or temperature signs shall not change or increase the total allowable area of signs as regulated elsewhere in this title.



Offsite Easements and Improvements

A. Easements:

1. All right of way for the road improvements and signalization improvements depicted on the Preliminary Plan, and as further limited in the body of this ORDINANCE with respect to Smith Road.
2. Drainage easements across adjoining property for discharge of storm water and construction and maintenance of storm sewers and appurtenances.

B. Improvements:

1. Complete signalization of the intersection of Illinois Route 64 and the west mall drive.
2. Complete signalization of the intersection of Illinois Route 64 and the east mall drive.
3. Improvements to the existing signalization at the intersection of Illinois Route 64 and Kirk Road.
4. Turn lanes, turn bays, and medians as shown on sheets 22, 23 and 24 of the Preliminary Plan on Illinois Route 64 at its intersections with Kirk Road, West Mall Drive, and East Mall drive.
5. Turn lanes and bays on Kirk Road as shown on sheets 22 and 24 of the Preliminary Plan at its intersections with Illinois Route 64 and the "Residential Access Drive" also identified as Fox Chase Boulevard extended.
6. Striping for turn lanes and bays on 38th Avenue as shown on sheet 23 of the Preliminary Plan.
7. Extension of a 12 inch water main and an 8 inch water main from the Subject Realty across the Rt. 64 right of way, as shown on sheet 11 of the Preliminary Plan, to connect with the existing water mains located on the south side of Illinois Route 64, south of the Subject Realty.
8. Extension of a 10 inch sanitary sewer from the Subject Realty to Illinois Route 64 right of way as shown on sheet 11 of the Preliminary Plan, to connect with the existing 12 inch sanitary sewer on the south side of Illinois Route 64.
9. Payment of \$14,800 to City for future reconstruction of

downstream sanitary sewer sanitary sewers. Such payment shall be made at or prior to the time of recording of a final plat for all or any part of the Subject Realty.

10. Smith Road, as described in the body of this ORDINANCE.

Exhibit "B-6"

2. ZONING

The Subject Realty, which is described as such in Exhibit "A", shall be classified as R-1 Single Family Residence District with a special Use as a Planned Unit Development for the development of a shopping center, pursuant to the provisions of Title 17 of the St. Charles Municipal Code, as amended, subject to the additional conditions, variations and restrictions hereinafter set forth, and shall be developed in accordance with the provisions hereof, of applicable statutes and ordinances, and of Exhibit "B" attached hereto and made a part hereof entitled, "An Ordinance Granting a Special Use as a Planned Unit Development for the Charles Towne Mall"; the parties hereto agreeing and acknowledging that the terms and conditions set forth in Exhibit "B" (the "ORDINANCE"), hereto are expressly incorporated herein and made a part hereof as if fully set forth.

3. PRELIMINARY PLAN

The Preliminary Plan for the Subject Realty appended to the resolution attached hereto as Exhibit "C" (the "RESOLUTION"), is hereby approved. Said resolution may be amended from time to time pursuant to the petition of OWNER and the provisions of the

St. Charles Municipal Code, except that no amendment shall be made by resolution for changes deemed to be major changes under Section 2(D) of the ORDINANCE or any wording changes to this Agreement or the ORDINANCE. OWNER may, but is not obligated to, construct not more than 950,000 square feet of gross enclosed buildings and structures which construction may be permitted in whole or by phases. All review of the Preliminary Plan or Plat, or any proposed revisions or modifications thereof, by the Plan Commission shall have for its purpose to provide the City Council with a recommendation only (not a decision) as to the review described in Chapter 24, Paragraph 11-12-8 of the Illinois Revised Statutes (1987) as amended, and a negative recommendation by the Plan Commission shall not prevent the City Council from approving a Preliminary Plan or Final Plan or Plat, or any modifications thereof, over the objection or contrary vote of the Plan Commission.

4. FPA BOUNDARIES

As of the date of this Agreement, all of the Subject Realty is within the St. Charles Facilities Planning Area (hereinafter, St. Charles FPA) for purposes of sanitary sewer service, as shown in Exhibit "D" attached hereto and made a part hereof.

5. EMINENT DOMAIN

The CITY agrees to exercise its power of eminent domain to obtain any easements and rights of possession required by the OWNER and reasonably acceptable to the City Council for the installation of public utilities and public road improvements,

(excluding Smith Road which is otherwise provided in the ORDINANCE), including sanitary sewer, storm water drainage, water, electrical and street rights of way and appurtenances thereto in order to service any portion of the Subject Realty, provided, however, that OWNER shall pay all costs, expenses, judgments and settlements including reasonable attorneys fees of the CITY arising out of or in connection therewith. CITY shall use its best efforts and shall exercise due diligence in providing all necessary easements, approvals, licenses and permits necessary for all Land Improvements as defined in Section 16.08.150 of the St. Charles Municipal Code and electric facilities to the Subject Realty along with all necessary appurtenances thereto for the development of a shopping center which may be under the control or ownership of the CITY and shall grant to or assist the OWNER in obtaining, such easements, permits, licenses or approvals from any person for the OWNER, provided, however, OWNER shall pay all costs, expenses, judgments and settlements including reasonable attorneys fees incurred by the CITY arising out of or in connection therewith. CITY shall have the right from time to time to provide an estimate for such costs, expenses, judgments and settlements including reasonable attorneys fees and the same shall be collateralized pursuant to paragraph 2 (M) of the ORDINANCE. Payment shall be made within 30 days after invoicing.

6. SPECIAL SERVICE AREAS

OWNER agrees not to object to the formation of and any amendment to a Special Service Area comprising the Subject Realty

for the purpose of maintaining any or all of the following: Storm water detention and retention basins, storm sewer lines, and surface drainage facilities on the Subject Realty, provided the tax rate shall not exceed 0.03% per year (or \$0.03 per \$100.00) of the assessed value. Prior to the levy of any tax pursuant to such Special Service Area CITY shall give notice of default to owner in maintaining such storm water detention and retention basins, storm sewer lines, and surface drainage facilities as provided in Section 2 (S) of the ORDINANCE. In the event the statutory method of establishing the assessed value of the Subject Realty exceeds 33 1/3 % then the tax rate shall be reduced to an amount extended to be equivalent to that which would have been received without such statutory change. In the event some method other than the current statutory method is used to determine the assessed value, then the tax rate shall be calculated such that the tax generated shall be no more nor less than under the current method as of the date of this agreement of assessing the Subject Realty.

7. REIMBURSEMENT

OWNER shall reimburse CITY for reasonable attorneys fees incurred by CITY in connection with the processing of matters pertaining to this Annexation Agreement including the drafting and negotiation thereof, excluding any costs for acquiring the land to relocate Smith Road which is provided elsewhere in the ORDINANCE. Payment by OWNER to CITY shall occur promptly after receipt by OWNER of invoices for such work but not prior to the effective date of this Agreement.

10. RIGHT TO SELL, TRANSFER AND ASSIGN

It is specifically understood and agreed that the OWNER shall have the right to sell, transfer and assign all or any part of the Subject Realty to other persons, firms or corporations for building or development purposes (as well as for occupancy); and that such persons, firms or corporations shall be entitled to the same rights and shall have the same obligations as OWNER has under this Agreement. OWNER shall be released of the duties and obligations of this Agreement to the extent that such duties and obligations are so transferred to any successor in interest but only if such person shall no longer have an interest in the part of the Subject Realty transferred and only to the extent of liability incurred after the date CITY receives notice of such assignment.

11. REQUIREMENTS OF OTHER JURISDICTIONS

It is agreed that the CITY is not liable or responsible for any restrictions on CITY'S obligations under this Agreement that may be required or imposed by any other governmental bodies or agencies having jurisdiction over the Subject Realty, CITY or OWNER, including, but not limited to, county, state and federal regulatory bodies.

12. LIMIT ON CITY'S LIABILITY FOR UTILITIES

The CITY shall not be held responsible for its inability to install any utility, or for any loss or damage including consequential damage, or delay in installation caused by strikes, riots, elements, embargoes, failure of carriers, inability to

obtain material, or other acts of God, or any other cause beyond CITY's reasonable control, including but not limited to the acquisition of easements and IEPA permits. The CITY agrees, subject to the previous sentence, to use its best efforts and diligently and continuously pursue to completion the installation of any utility required of the CITY hereunder for the development of the shopping center.

13. PUBLIC UTILITIES

Based, soley, on the representations of OWNER in the form of a certificate of need set forth in Exhibit "F" attached hereto and made a part hereof regarding the demand for the shopping center for sanitary sewer system, potable water, fire flow water system, or electric transmission, the CITY represents that the corporate authorities of the CITY have no knowledge of, or notice from any state, federal, or county agency that its sanitary sewer system, potable water, fire flow water system or electric transmission system do not have adequate capacity to accommodate the Planned Unit Development proposed to be developed pursuant to the Preliminary Plan attached to the Resolution after the offsite improvements specified in Exhibit "B" have been completed.

14. JOINT AND SEVERAL OBLIGATIONS

The obligations of those parties herein designated as OWNER shall be and are joint and several.

Exhibit "B-7"

REIMBURSEMENT AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_ 1988, by and between the CITY OF ST. CHARLES, an Illinois municipal corporation (hereinafter referred to as the "CITY"), and the CHICAGO TITLE AND TRUST COMPANY, a corporation of Illinois, as Trustee under the provisions of a Trust Agreement dated January 25, 1984 and known as Trust No. 1084616 (hereinafter sometimes referred to as "TRUST"), and WILMORITE, INC., a New York corporation, (hereinafter referred to as "DEVELOPER").

W I T N E S S E T H:

WHEREAS, OWNER has represented it is the owner of record of the real estate described on Exhibit "A" attached hereto and made a part hereof as though fully set forth (hereinafter referred to as the "SUBJECT REALTY"):

The same being situated generally at the north side of Main St. (Illinois State Route 64), west of Smith Road and east of Kirk Road, St. Charles, Illinois; and,

WHEREAS, the SUBJECT REALTY is located within the corporate limits of the CITY OF ST. CHARLES having been annexed thereto pursuant to the terms and conditions of a certain Annexation Agreement entered into between the CITY and OWNER and DEVELOPER on \_\_\_\_\_, 1988 ("ANNEXATION AGREEMENT"); and,

WHEREAS, the plans and specifications of the water mains and appurtenances are attached hereto and incorporated herein as Exhibit

"B" (the "Engineering Plans"); and

WHEREAS, Section \_\_\_ of the ANNEXATION AGREEMENT by reference requires the parties thereto at the request of the OWNER OF RECORD of the SUBJECT REALTY to enter into a Reimbursement Agreement pertaining to a portion of the costs of said water mains and appurtenances in conformance with said ANNEXATION AGREEMENT, as provided for and subject to the limitations set forth in Chapter 24, Section 9-5-1 Illinois Revised Statutes, 1987, as amended; and,

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 acknowledge, the parties hereto hereby agree as follows:

1. Water mains and appurtenances: The City acknowledges that the OWNER and DEVELOPER have completed the water mains and appurtenances required by the City for the SUBJECT REALTY pursuant to the plans and specifications therefor, and said water mains and appurtenances have been inspected and approved by the City.
2. Conveyance of Improvements: The DEVELOPER hereby agrees to transfer or cause to be transferred all its right, title and interest in and to said water mains and appurtenances to the City, by executing a Bill of Sale therefore in favor of the City in the form of the Bill of Sale attached hereto and incorporated herein as Exhibit "C". The City hereby agrees upon satisfactory inspection and receipt of one (1) year maintenance bond and such contractors affidavits and lien

waivers as it may request to accept said Bill of Sale and subsequent to said conveyance, to operate and maintain said water mains and appurtenances.

3. **Benefited Property:** The Corporate Authorities of the City have determined that the following legally described parcels of property may benefit by the construction of the said water mains and appurtenances referred to in paragraph 1 hereof, to wit:

a total of \_\_\_\_\_ ( \_\_\_\_\_ ) square feet or exactly \_\_\_\_\_ ( \_\_\_\_\_ ) acres (hereinafter referred to as the "Benefited Property"); said Benefited Property being described in Exhibit "D" attached hereto and made a part hereof.

4. **Allocation of Benefits; Reimbursement Expenses:** The total expense of the water mains and appurtenances has been determined by the parties to be \_\_\_\_\_ Dollars (\$ \_\_\_\_\_). \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) of said expense has been determined by the City to be allocable to the SUBJECT REALTY. The City has determined that the remaining \_\_\_\_\_ Dollars (\$) of the total expense of the \_\_\_\_\_ to be fairly allocated among the parcels deemed benefited under paragraph 3 hereof as follows: The Benefited Properties shall pay a proportionate share of the total expense based upon the population equivalent developed on such Benefited Property which is tributary to the Improvement with the population equivalent for the Benefited Property being the numerator and the total

population equivalent of all Benefited Properties being the denominator.

The OWNER and DEVELOPER, for themselves, their successors and assigns, agree that the allocation of benefits and reimbursement of expenses set forth herein is full, complete, accurate and acceptable to the OWNER and DEVELOPER.

5. Collection of Reimbursement Expenses: The City shall assess against and collect from the person or persons owning and developing the Benefited Properties, their successors or assigns, the reimbursement or expense set forth in paragraph 4 hereof if and only if such Benefited Properties or any part thereof shall utilize any part of the water mains and appurtenances described in Exhibit "B". At such time or times as the owners of said parcels seek connection to the water mains and appurtenances described in Exhibit B, the City shall collect from the owner(s) or developer(s) of the benefited parcels being connected to the said water mains and appurtenances that amount of the reimbursement expense set forth in paragraph 4 hereof.
6. Memorandum: The parties agree that a true and correct copy of this Reimbursement Agreement or, an appropriate memorandum thereof, shall be recorded with the office of the Recorder of Deeds for Kane County, Illinois, so as to provide the owners of the parcels of property deemed benefited, their successors or assigns, with notice of the terms hereof. The cost of the recordation of this Reimbursement Agreement shall be borne

solely and exclusively by the OWNER and DEVELOPER, and should the City incur said expense on behalf of the OWNER and DEVELOPER, the OWNER and DEVELOPER agree to promptly pay the cost thereof within thirty (30) days after receipt of a statement from the City for the same.

7. **Payment of Reimbursement Expenses:** All reimbursement expenses collected by the City pursuant to this Agreement shall be paid to the DEVELOPER or its successors or assigns (as they may from time to time designate) within sixty (60) days after collection. It is understood and agreed that the City's obligation to reimburse the DEVELOPER shall be limited only to funds collected from such recapture expenses and interest payments made hereunder shall be made solely out of said funds. This Agreement shall not be construed as creating any obligation upon the City for any reason to make payments from its general corporate funds or revenue from the operation of its combined waterworks and sewerage system. City agrees not to issue any permits for work or occupancy unless and until such reimbursement expense and interest have been paid.
8. **City's Obligation:** The City and its officers, employees and agents, shall make all reasonable efforts to make the aforesaid collections of revenue expenses but shall not be obligated to bring any suit to enforce the collection of same nor shall the City or any of its officers, employees or agents be liable in any manner for failure to make such

collections. However, the DEVELOPER or CITY may sue any party owing recapture expenses for collection thereof, and in the event the DEVELOPER initiates litigation to collect said expenses, the CITY agrees to cooperate with such efforts by allowing, except for privileged documents, full and free access to its books and records referring to the development of the parcels of property Benefited and collection of any recapture fees therefrom.

9. City's Collection of Other Fees & Charges: Nothing herein shall limit or in any way affect the rights of the CITY to collect other fees and charges pursuant to CITY ordinances, resolutions, motions or policies including but not limited to Subdivision and Planned Unit Development fees and water and sewerage connection and user charges, as the fees provided for herein are in addition to such other CITY fees and charges.
10. Term: This Reimbursement Agreement shall be in full force and effect for a period of twenty (20) years from the date on which it was executed by the last party so executing the same as hereinbefore set forth, unless extended by agreement of the parties hereto or terminated by the agreement of the parties hereto or by the completion of all duties to be performed hereunder.
11. Miscellaneous Provisions:
  - A. AMENDMENT: This Agreement may be amended by mutual consent of the parties hereto or their successors or

assigns, from time to time by written instrument without the consent of any other person or corporation owning the parcels of property deemed Benefited hereunder.

- B. SEPARABILITY: Should any provision of this Agreement or the application of such provision to any person or circumstance, be held invalid by a court of competent jurisdiction, the remaining provision of this Agreement and/or the application of such provisions to persons or circumstances, other than those specific provisions or applications held invalid, shall not be affected.

However, in no event shall the Agreement be valid unless paragraphs 11E and 11F shall remain valid.

- C. BINDING EFFECT: Except as otherwise herein provided, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the DEVELOPER and any successor municipal corporation of the CITY.

- D. ENFORCEMENT: Any party to this Agreement, or their respective successors or assigns, may either in law or in equity by suit, action, mandamus or other proceeding, enforce and compel performance of this Agreement against any other party hereto and their respective successors and assigns.

- E. LIMITED LIABILITY: The payments required of the City hereunder shall be payable solely from the revenues derived for the purposes of this agreement and shall not constitute an indebtedness of the City, the State of

Illinois or any political subdivision thereof, or a loan of the credit thereof, within the meaning of any constitutional or statutory provision and the holders of this contract shall have no right to compel the exercise of the taxing power of the City, the State of Illinois or any political subdivision thereof to pay any amounts due hereunder.

F. **HOLD HARMLESS AND INDEMNIFICATION:** In the event a claim is made against the CITY, its officers, other officials, agents and employees or any of them or if the CITY is made a party-defendant in any proceeding arising out of or in connection with this Agreement the OWNER and DEVELOPER shall, except as may be required by Chapter 29 ¶61 and Chapter 80¶91 of the Illinois Revised Statutes for negligent acts or omissions of the CITY, its officers, agents and employees or any of them, defend and hold the CITY and such officers, other officials, agents and employees harmless from all claims, liabilities, losses, taxes, judgments, costs, fees, including expenses and reasonable attorney fees, in connection therewith in excess of the proceeds of any insurance or indemnification held by the CITY and actually received. Any such indemnified person may obtain separate counsel at his own expense. However, if the Canons of Legal Ethics require such indemnified person to be separately defended where there is no consent to a conflict of

interest, then OWNER shall bear such expense. The CITY and such officers, other officials, agents and employees shall reasonably cooperate in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, OWNER shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the CITY, its officers, other officials, agents and employees as the case may be. Further, OWNER may be entitled to settle all non-monetary claims upon such terms as it may deem appropriate after receiving approval or consent of the CITY which approval or consent shall not be unreasonably withheld. In the event CITY unreasonably withholds such approval or consent OWNER'S obligation to indemnify and defend shall terminate. The OWNERS release from and agree that the CITY, its officers, other officials, agents and employees shall not be liable for any liability, losses, judgments, costs fees, including reasonable attorneys' fees and expenses arising out of or in connection with the CITY'S failure to approve final plans, provided, however, the OWNERS do not relinquish their right to receive the reimbursement provided for herein and to such extent the OWNERS retain the right to legal or equitable action against the CITY

for declaratory judgment, injunctive relief and mandamus.

IN WITNESS WHEREOF, the parties hereto have affixed their  
signatures on the day and date first above written.

CITY OF ST. CHARLES, an Illinois  
Municipal Corporation,

BY: \_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
DEVELOPER

## 16.08.050 Collector streets.

"Collector streets" means streets serving primarily residential areas and providing for traffic movement between minor streets and major streets (ADT<three thousand five hundred vehicles per day). (Ord. 1977-M-42 § 2(part): prior code § 11.002(2) (part):Ord. 1963-21 § 2(2) (part).)

## 16.20.060 Street improvements.

All streets shall be completely improved to the full right-of-way in accordance with the following requirements and standards:

- A. The general street layout shall conform to that shown on the approved preliminary plan;
- B. Pavements shall be constructed in accordance with the minimum standards as shown in Table 1;
- C. Combination concrete curb and gutter, type B6.12, shall be constructed as part of the pavement. However, minor residential streets may have a mantable curb and gutter, and estate area roadways may be constructed without curbs and gutters in areas where the flow velocity of water in the ditches does not exceed four feet per second;
- D. All pavement widths are measured back to back of curbs, except estate area roadways, which are measured edge to edge of driving surface;
- E. Heavily traveled streets in industrial areas shall be considered on an individual basis and pavement designs shall be based on specific engineering data for each street;
- F. The minimum curb radius at intersections of minor streets shall be twenty feet; at intersections of minor streets and collector streets, the minimum curb radius shall be thirty feet; and at intersections of collector streets, the minimum curb radius shall be fifty feet;
- G. Concrete sidewalks five feet wide and five inches thick shall be constructed along both sides of the street and shall be located within parkways one foot off the right-of-way lines;
- H. Street signs will be installed by the city in accordance with current standards, and the subdivider will be required to pay for the costs, including labor and materials, for these sign installations;
- I. Street lights will be installed by the city at all intersections and cul-de-sacs and at other suitable locations along the streets in accordance with current standards and the subdivider will be required to pay for the costs, including labor and materials, for these street light installations;
- J. A complete storm drainage system including appropriate stormwater retention and detention facilities shall be constructed throughout the subdivision. The storm drainage system must discharge into a storm sewer or drainageway with adequate capacity for the additional flow and adequate provisions must be made for surface overflow when the capacity of the storm drainage system is exceeded to ensure that buildings are not flooded or threatened by flooding. Stormwater retention and detention facilities must be located on public lands with appropriate provisions for access and maintenance;
- K. All parkways within the right-of-way shall be cleared of all stumps, rocks, trees that cannot be saved and construction debris and shall be graded with a minimum of four inches of topsoil and seeded;

ENGINEERING PLAN

- L. Street trees having a trunk diameter, as measured twelve inches above ground level, of not less than two inches, shall be planted along all streets where trees do not already exist. Trees shall be installed with an average spacing of forty feet except that no trees shall be planted closer than fifty feet to any intersection. Only long-lived shade trees of a species approved by the director of public works shall be planted;
- M. Cul-de-sac turnabouts shall have a pavement width of not less than ninety feet in diameter.  
(Ord. 1982-M-10 § 1; Ord. 1979-M-41 § 1(c); Ord. 1977-M-42 § 3; Ord. 1976-M-43; prior code § 11.006(5); Ord. 1963-21 § VI(5).)

TABLE 1

Street Designation	Minimum R.O.W Width	Minimum Street Width	Minimum Structural Number	Minimum Horizontal Centerline Radius	Minimum Tangent
<b>Residential</b>					
Estate	66 ft.	26 ft.	2.40	200 ft.	50 ft.
Minor	66 ft.	32 ft.	2.90	200 ft.	50 ft.
Collector	80 ft.	38 ft.	3.65	300 ft.	100 ft.
Major	100 ft.	52 ft.	4.40	500 ft.	200 ft.
<b>Industrial</b>					
Local	66 ft.	40 ft.	3.00	200 ft.	50 ft.
Collector	80 ft.	44 ft.	See Section 16.20.070(E)	300 ft.	100 ft.
Major	100 ft.	52 ft.	See Section 16.20.070(E)	500 ft.	200 ft.

TABLE 1 (Cont.)

Street Designation	Minimum Gradient	Maximum Gradient	Minimum Soil Support (I.B.R.)	Maximum A.D.T.
<b>Residential</b>				
Estate	0.40%	7.0%	2.0	400
Minor Collector	0.40%	7.0%	3.0	1,000
Major	0.50%	5.0%	3.0	3,500
	0.50%	5.0%	3.0	10,000
<b>Industrial</b>				
Local	0.40%	5.0%	3.0	1,000
Collector	0.50%	5.0%	3.0	3,500
Major	0.50%	5.0%	3.0	10,000

(Ord. 1977-M-42(part).)



CHECKLISTS

- \_\_\_ 11. Sanitary sewer plans and specifications are complete and conform to the standards and requirements of Ordinance No. 1960-29 as revised or superseded and denote all of the following:
  - \_\_\_ A. All properties in the subdivision are served and house service connections are provided,
  - \_\_\_ B. The minimum size main is 8 inches I.D.,
  - \_\_\_ C. The plan conforms to the overall city plan for any trunk sewers traversing the subdivision,
  - \_\_\_ D. The distance between manholes does not exceed 400 feet,
  - \_\_\_ E. The invert elevation of each manhole is shown,
  - \_\_\_ F. The grade of each section of sewer is shown by percentage in accordance with accepted engineering practice,
  - \_\_\_ G. Extra strength pipe and extra strength manhole wall construction is specified and shown on the plans and in the estimate of quantities where the depth of installation exceeds 12 feet,
  - \_\_\_ H. Profile of existing and proposed ground surfaces,
  - \_\_\_ I. Risers are shown for individual house service laterals where depth of main exceeds 12 feet,
  - \_\_\_ J. Pipe joints are of permitted type,
  - \_\_\_ K. Minimum manhole cover weights are correct:
    - \_\_\_ 1. 540 pounds in collector streets
    - \_\_\_ 2. 400 pounds in minor and cul-de-sac streets
    - \_\_\_ 3. 335 pounds in rear lot easements,
  - \_\_\_ L. Specifications include provisions for checking of infiltration or exfiltration,
  - \_\_\_ M. Standard details are shown and include:
    - \_\_\_ 1. Standard manhole
    - \_\_\_ 2. Drop manhole
    - \_\_\_ 3. Standard manhole cover
    - \_\_\_ 4. Standard riser
    - \_\_\_ 5. Standard service installation
    - \_\_\_ 6. Concrete cradle;
- \_\_\_ 12. An application for an Illinois Environmental Protection Agency Permit for the water main installation accompanies the plans;
- \_\_\_ 13. Water distribution plans and specifications are complete and conform to Ordinance No. 1960-29 as revised or superseded, and include all of the following:
  - \_\_\_ A. All properties in the subdivision are served and provisions are made for service connections within the property lines,
  - \_\_\_ B. The minimum size main is 6 inches I.D.,
  - \_\_\_ C. The plan conforms to the city's overall plan for any trunklines which might traverse the subdivision,
  - \_\_\_ D. Valve and hydrant spacing and location conform to the approved preliminary plan,
  - \_\_\_ E. Material and joint specifications comply with the city's standards,

## CHECKLISTS

- \_\_\_ F. Specifications include provisions for testing and sterilization of all new water distribution facilities,
- \_\_\_ G. Standard details are shown and include the following:
  - \_\_\_ 1. Valve manhole
  - \_\_\_ 2. Standard cover
  - \_\_\_ 3. Standard hydrant installation;
- \_\_\_ 14. Street plans, including storm sewers, are complete and conform to Ordinance No. 1960-29 as revised or superseded, and include all of the following:
  - \_\_\_ A. The location of streets and width of pavements conform to those indicated on the approved preliminary plan,
  - \_\_\_ B. Plan shows curb, gutter and sidewalk locations, and include the following information:
    - \_\_\_ 1. Corner curb radius is not less than 16 feet
    - \_\_\_ 2. Curve data for all horizontal curves
    - \_\_\_ 3. Direction of flow along all curbs
    - \_\_\_ 4. No surface water is carried across or around any street intersection, nor for a distance greater than 600 feet,
  - \_\_\_ C. Cross sections are submitted as necessary to indicate feasibility of proposed street elevations in relation to adjacent lot elevations, and include sidewalk location,
  - \_\_\_ D. Profiles are submitted for all paving centerlines and storm sewers and indicate:
    - \_\_\_ 1. Catchbasin invert elevations
    - \_\_\_ 2. Minimum pipe size is 12 inches I.D. (except that a lead from a single inlet may be 10 inches I.D.)
    - \_\_\_ 3. The grade of each section of sewer is shown by percentage in accordance with accepted engineering practice
    - \_\_\_ 4. Storm sewer elevations do not conflict with any other underground utilities
    - \_\_\_ 5. Storm sewer is connected with an adequate outfall
    - \_\_\_ 6. Curve data is given for vertical road curves,
  - \_\_\_ E. The storm sewer system is designed to provide sufficient capacity for the draining of upland areas contributing to the storm water runoff on the street
    - \_\_\_ 1. Storm sewer design computations are submitted with plans,
  - \_\_\_ F. A surface water drainage pattern is shown for each block,
  - \_\_\_ G. Material specifications comply with city standards and include:
    - \_\_\_ 1. paving base materials
    - \_\_\_ 2. paving surface materials
    - \_\_\_ 3. concrete
    - \_\_\_ 4. pipe materials,
  - \_\_\_ H. Typical cross sections and details include the following:
    - \_\_\_ 1. collector street
    - \_\_\_ 2. minor or cul-de-sac street
    - \_\_\_ 3. concrete curb and gutter
    - \_\_\_ 4. concrete sidewalk
    - \_\_\_ 5. standard manhole
    - \_\_\_ 6. standard cover
    - \_\_\_ 7. catchbasin;

CHECKLISTS

- \_\_\_ 15. Street light plans are complete and conform to Ordinance No. 1960-29 as revised or superseded, and include the following:
  - \_\_\_ A. Pole locations,
  - \_\_\_ B. Spacing,
  - \_\_\_ C. Average maintained foot-candle illumination (calculated),
  - \_\_\_ D. Control system and wiring diagram,
  - \_\_\_ E. Typical section showing:
    - \_\_\_ 1. type of base and pole
    - \_\_\_ 2. bracket or arm
    - \_\_\_ 3. Luminaire, indicating type of lamp and wattage
    - \_\_\_ 4. mounting height;
- \_\_\_ 16. Parkway improvement specifications are complete and are in accordance with Ordinance No. 1960-29 as revised or superseded, and include provisions for:
  - \_\_\_ A. Removal of stumps, trees that cannot be saved, boulders, and all other similar items,
  - \_\_\_ B. Grading, installation of topsoil, and seeding or sodding,
  - \_\_\_ C. Planting of trees;
- \_\_\_ 17. Street signs are shown to be installed, at all street intersections not previously marked, in accordance with Ordinance No. 1960-29 as revised or superseded.

Completed by: \_\_\_\_\_

Name

\_\_\_\_\_

Address

\_\_\_\_\_

Date

Reviewed by: \_\_\_\_\_

Director Public Works

\_\_\_\_\_

Date

Considered by  
plan  
commission on: \_\_\_\_\_

Date

\_\_\_\_\_

Chairman

(Ord. 1987-M-45 § 11; Prior code § 11.015:Ord. 1963-21 App. B.)

16.44.030 Standards for road and bridge construction.

In the standard specifications for street construction, reference is made to the Standard Specifications for Road and Bridge Construction of the State of Illinois, Department of Public Works and Buildings, Division of Highways, adopted January 2, 1958. These are to be considered as a part of these standards and specifications as if quoted herein verbatim. (Ord. 1960-29 (part).)

16.44.050 Plans and specifications - Requirements generally.

- A. All plans and specifications for land improvements shall be prepared generally in accord with those prepared for the city on city financed improvements.
- B. Street plans shall show all horizontal and vertical alignment. Curve data for horizontal and vertical curves shall be included on the plan sheets.
- C. Storm sewers shall be provided unless existing storm sewers are adequately sized and placed to accommodate runoff. Such sewers shall provide for extension to land lying within the drainage area, whether such land is within the subdivision or not. Storm sewers shall be designed by the Rational Method and copies of the design computations shall be submitted with the plans. Inlets shall be provided so that surface water is not carried across or around any intersection, nor for more than a distance of six hundred feet in the gutter.
- D. All plans shall describe an adequate number of bench marks, with elevations referenced to mean sea level, so that elevations may be checked at any point without more than one setup of a surveyor's level.
- E. Unless otherwise approved, plans shall be on twenty-four-inch by thirty-six-inch sheets. Each set of plans shall include a title sheet showing the name of subdivision, type of work covered, a location map showing relation of area to be improved to existing streets, an index of sheets, a summary of quantities, and the name and address of the person preparing the plans. Plan and profile shall be plotted on federal aid sheets, plat 1 or 2, at a scale of one inch to fifty feet, horizontal; and one inch to five feet, vertical. Cross sections shall be plotted on federal aid sheets, plat 3, at a scale of one inch to ten feet, horizontal and vertical. All necessary information shall be shown, including earthwork quantities.
- F. All plans and specifications shall be prepared by an engineer legally authorized by the state and shall bear the engineer's seal.
- G. The subdivider and any contractors employed by him shall take special care to avoid disturbance of lot and block corners and other survey points. Any such corners or points removed or disturbed shall be reestablished in their correct position and location before application is made for acceptance by the city.
- H. No deviations from plans and specifications shall be made without prior approval.

- I. Before acceptance of improvements, the subdivider shall furnish the city with the original or certified copies of all materials tests required, an affidavit that all materials, labor and other costs have been paid for and three prints of plans revised to show the final layout of the improvements as built. These shall clearly indicate the location of all underground utilities and shall give measurements to house service sewers measured from the nearest downstream manhole and water services measured from lot or block corners.  
(Ord. 1960-29 (part).)

**16.44.080 Street construction - Standard specifications.**

**A. Subgrade.**

1. The subgrade of all streets shall be graded and rolled in accordance with Section 22 of the "Standard Specifications for Road and Bridge Construction," adopted January 2, 1958, by the Illinois Division of Highways, and hereinafter referred to as "state standard specifications." Prior to placing any type of base material, the subgrade shall be inspected and approved by the city. Twenty-four hours' advance notice shall be required for such inspections.
2. Particular attention is directed to the requirements for the replacement of soft and unstable material as contained in Article 22.3 of the state standard specifications.
3. Embankment shall be placed and compacted in accordance with Section 16 of said specifications.
4. Rock shall be excavated to a minimum depth of four inches below the subgrade.

**B. Gravel of Crushed Stone Base Course.**

1. This work shall be in accord with Section 29 of the state standard specifications. The type of base construction shall be type B and shall comply with Article 29.5(b). The requirement of using a spreader box or mechanical spreader may be waived by the city.
2. The granular material used shall be grade 7, 8, or 9, unless a modified gradation of material is submitted to the city and approved by the city in writing. All granular materials shall be tested by a testing laboratory approved by the city and copies of tests, as required by the State Highway Department, shall be furnished to the city prior to the placing of such materials.

**C. Bituminous Surface Treatment, Subclass A-3.**

1. This work shall be in accordance with Section 39 of the state standard specifications. Seal coat aggregate may be used in lieu of cover coat aggregate in the construction of the two cover coats.
2. Any loose aggregate remaining on the completed surface or lying in the gutters shall be picked up by hand brooming or other approved method.
3. A thin layer of sand shall be applied to all areas of the completed surface that tends to bleed from excessive bituminous material as directed by the city.

- D. Bituminous Concrete Surface Course, Subclass B-5. This work shall be in accordance with Section 44 of the state standard specifications. The bituminous mixture shall be placed only when the temperature of the air in the shade is above forty degrees fahrenheit and only when weather conditions are deemed suitable by the city.
- E. Concrete Gutter, Type B Modified.
  - 1. This work shall be in accord with the applicable portions of Section 80 of the state standard specifications and the city's standard. Cylinders shall be taken of the concrete and tested for compressive strength by a laboratory approved by the city.
  - 2. This type of construction shall be considered a minimum standard by the city and any alternate type of combination concrete curb and gutter shall be submitted to the city for approval prior to commencing any street construction.
- F. Portland Cement Concrete Sidewalk. This work shall be in accordance with Section 89 of the state standard specifications. The city's sidewalk standard shall be used as a minimum for the width and thickness of sidewalks.
- G. Storm Drainage.
  - 1. Catch basins, manholes, and inlets shall be constructed in accord with Section 75 of the state standard specifications.
  - 2. Storm sewers shall be constructed in accord with Section 66 of said specifications. The minimum inside diameter of storm sewers permitted to be used shall be twelve inches, except that a single inlet can be connected into a catch basin or manhole with a ten-inch diameter storm sewer. All drainage facilities are subject to approval by the city and shall provide sufficient capacity for the draining of upland areas contributing to the storm water runoff on the street.

(Ord. 1960-29 (part).)

EXHIBIT "C"

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING THE  
CHARLES TOWNE MALL PUD PRELIMINARY PLAN

BE IT RESOLVED by the City Council of the City of St. Charles, Kane and Dupage Counties, Illinois that the preliminary plan for the Charles Towne Mall PUD, consisting of a sixteen page plan entitled "Charles Towne Mall" dated January 1988 and bearing latest revised date of September 8, 1988 prepared by Sear-Brown Associates, P.C., Rochester, New York, be and is hereby approved subject to compliance with such conditions, corrections, and modifications to the documents described herein as may be required by the Director of City Planning and the City Engineer to comply with the requirements of the St. Charles Municipal Code.

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 1988.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 1988.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 1988.

\_\_\_\_\_  
MAYOR

ATTEST:

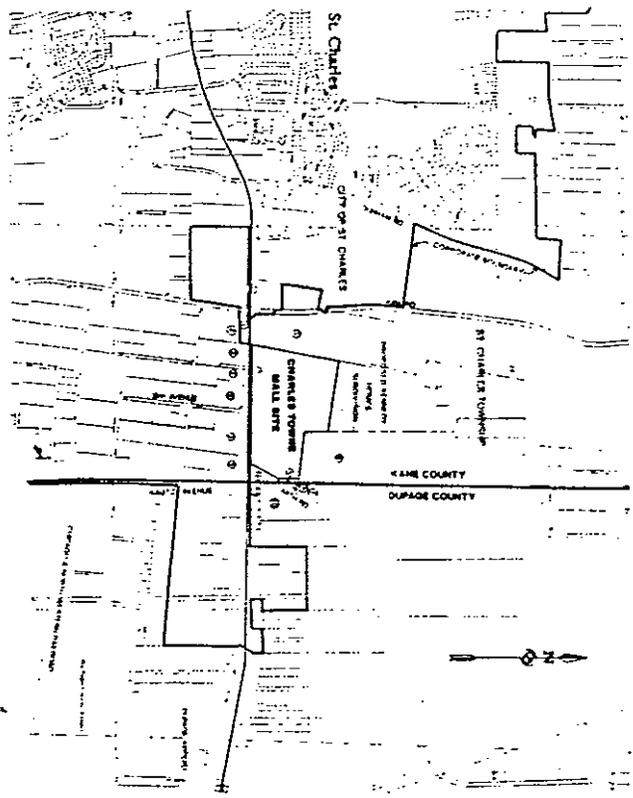
\_\_\_\_\_  
CITY CLERK

COUNCIL VOTE:

Ayes:  
Nays:  
Absent:



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- PANEL NUMBERS**
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  - 2. 1/4" = 1' PLAN
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  - 42. 1/4" = 1' PLAN

**LOCATION MAP**  
 1/4" = 1 MILE

- DRAWING NOTES**
- 1. SEE SHEET 1/1
  - 2. SEE SHEET 1/2
  - 3. SEE SHEET 1/3
  - 4. SEE SHEET 1/4
  - 5. SEE SHEET 1/5
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  - 41. SEE SHEET 1/41
  - 42. SEE SHEET 1/42

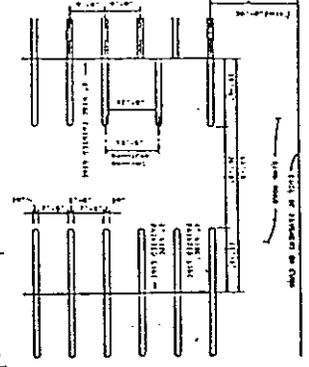
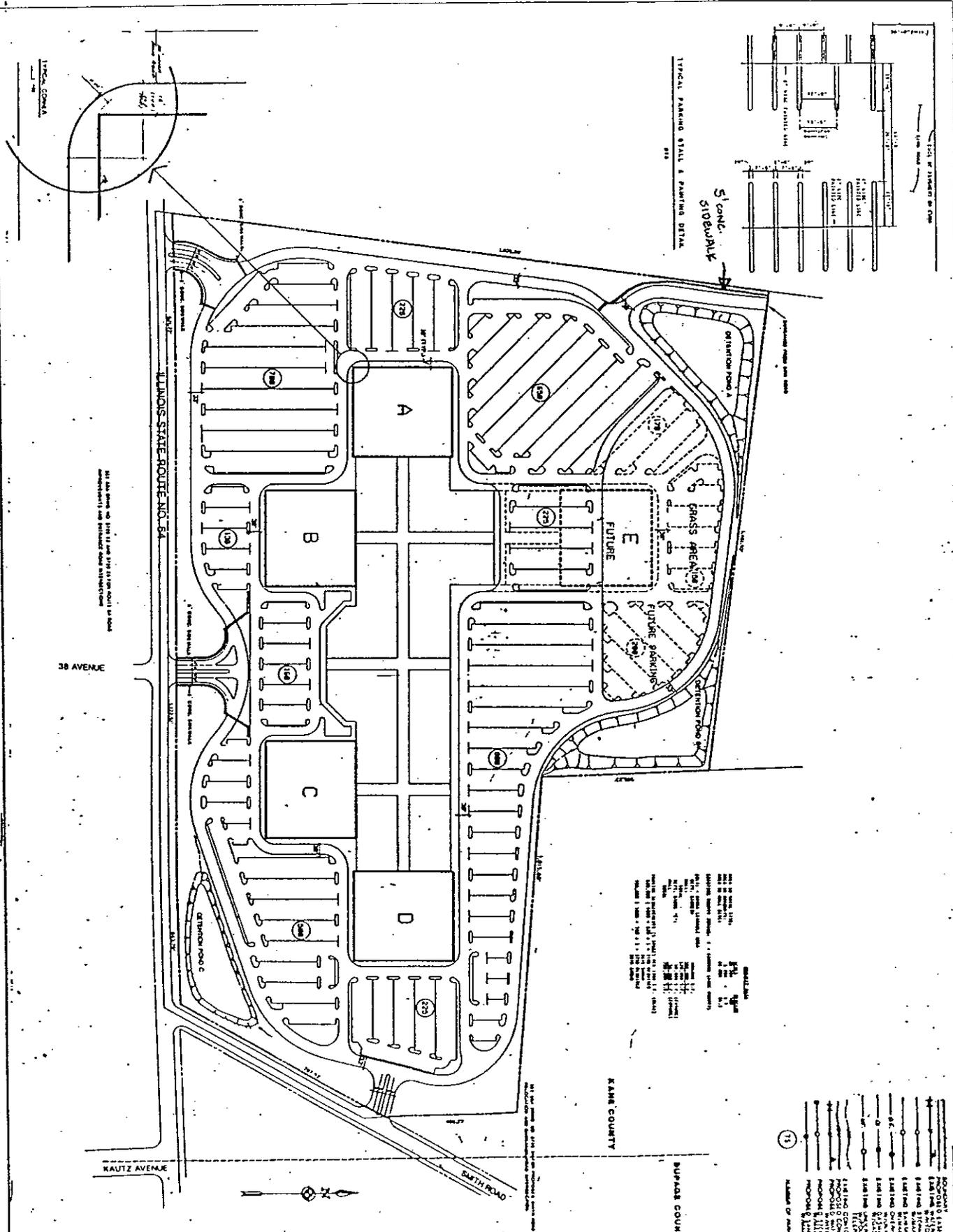
**PRELIMINARY PLAN**

<p>CHARLES TOWNE WALL</p> <p>1/4" = 1' PLAN</p>		<p>DATE: _____</p> <p>SCALE: _____</p> <p>PROJECT: _____</p>
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3720  
 07



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LEGEND

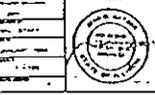
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PRELIMINARY PLAN

3729  
-09A

CHARLES TOWNE MALL  
SITE PLAN

PROFESSIONAL ENGINEER  
STATE OF ILLINOIS



1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
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LEGEND

1. PROPOSED EXISTING

2. EXISTING

3. EXISTING

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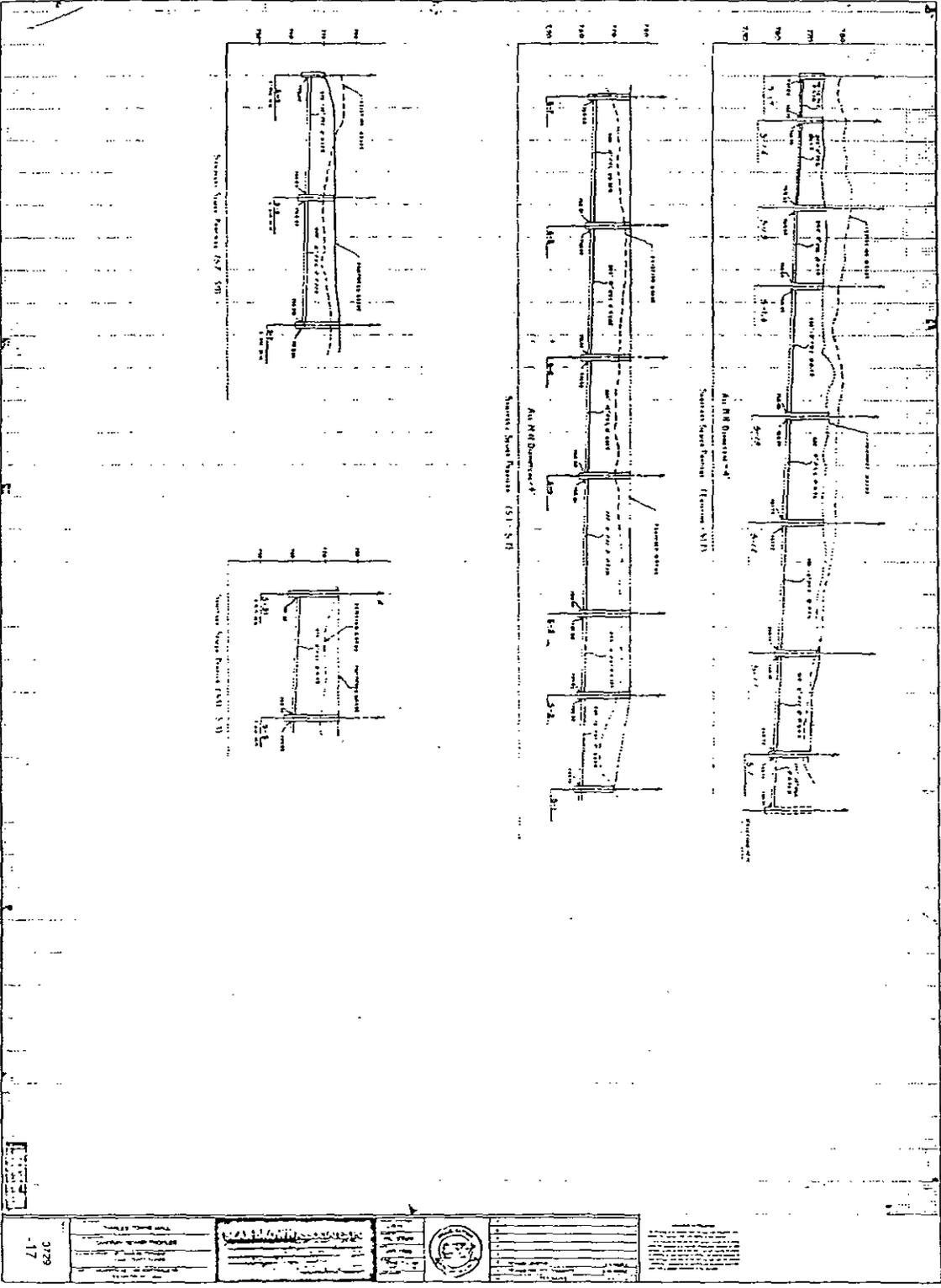






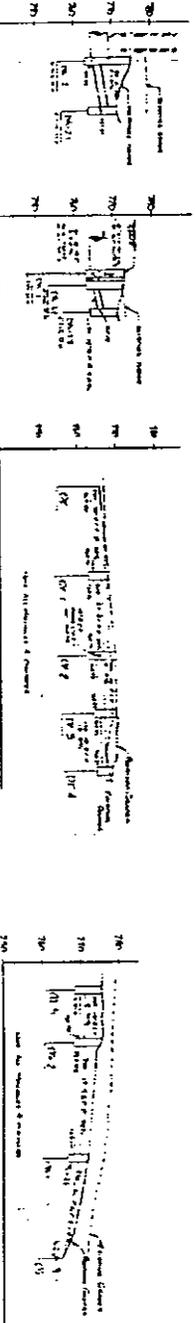
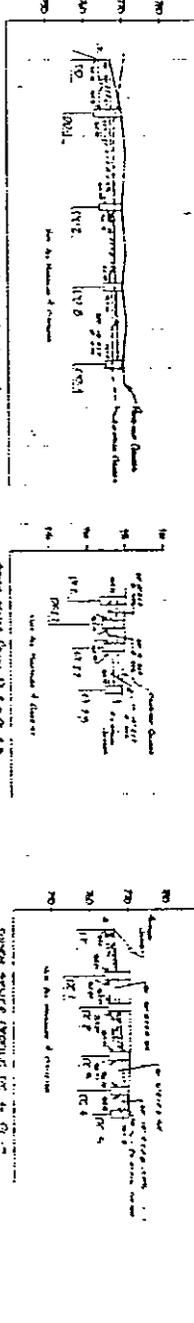
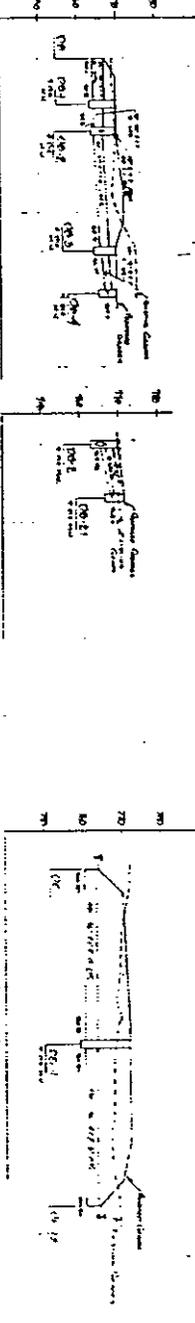
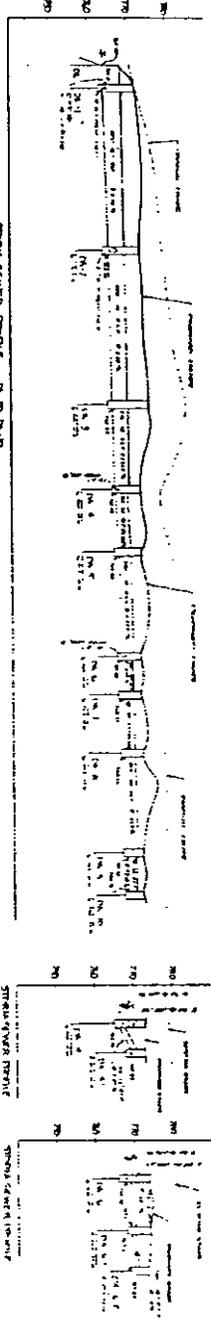


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	U.S. DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT DENVER, COLORADO	PROJECT NO. 17 SHEET NO. 17
	DATE: 1979	DRAWN BY: [Name]

17



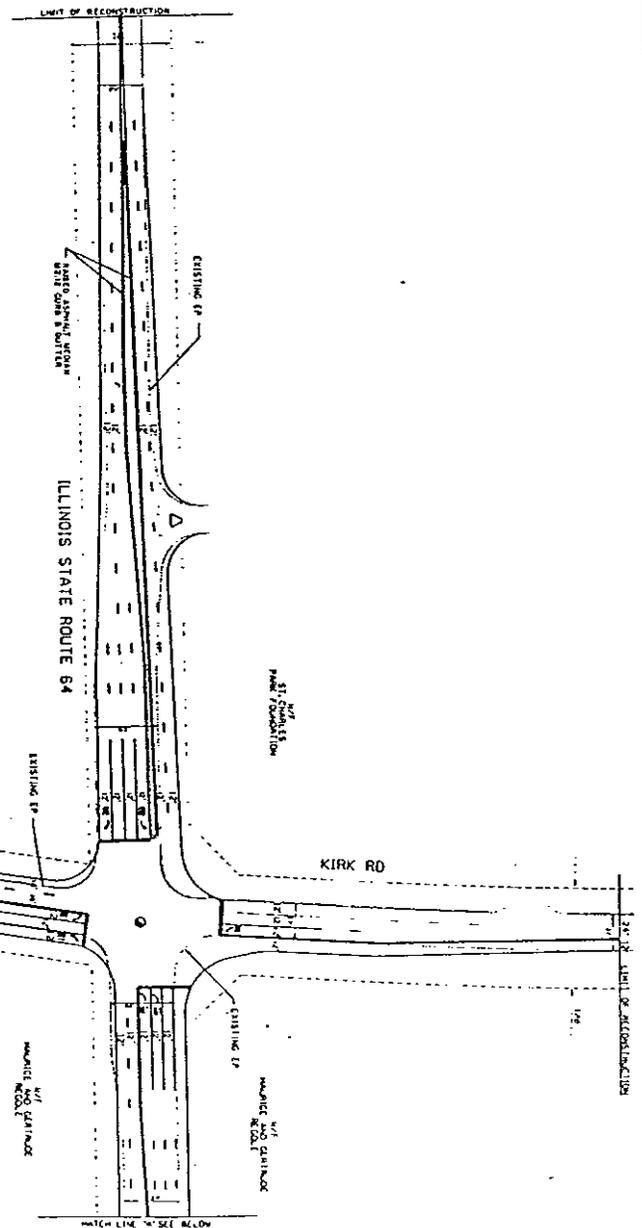
HORIZONTAL SCALE 1/8" = 1'-0"

VERTICAL SCALE 1/4" = 1'-0"

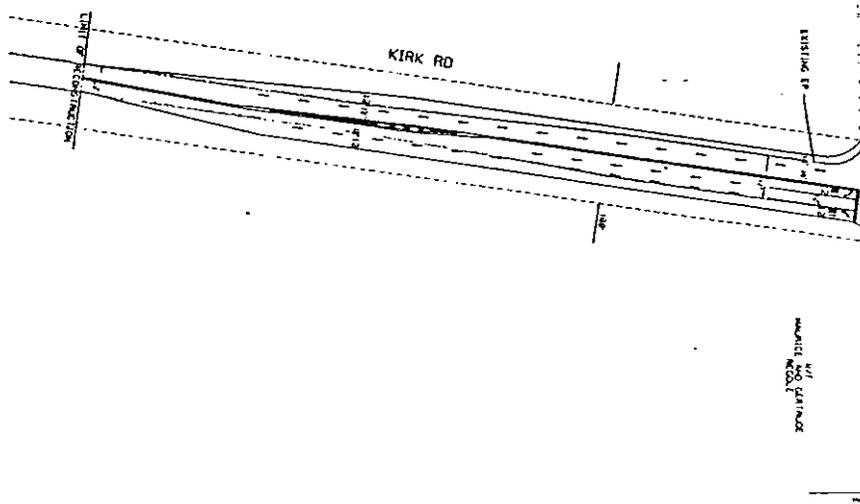
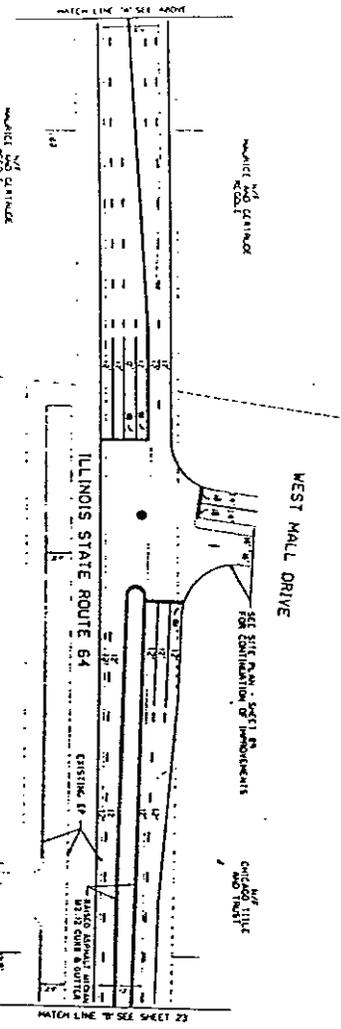
PRELIMINARY PLAN

<p>3729</p> <p>-19-</p>		<p>DATE: _____</p> <p>PROJECT: _____</p> <p>SCALE: _____</p>
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LEGEND	
---	EXISTING DRIVEWAY
---	PROPOSED DRIVEWAY
---	EXISTING SIDEWALK
---	PROPOSED SIDEWALK
---	EXISTING SIGN
---	PROPOSED SIGN
---	EXISTING SIGN TO BE IMPROVED



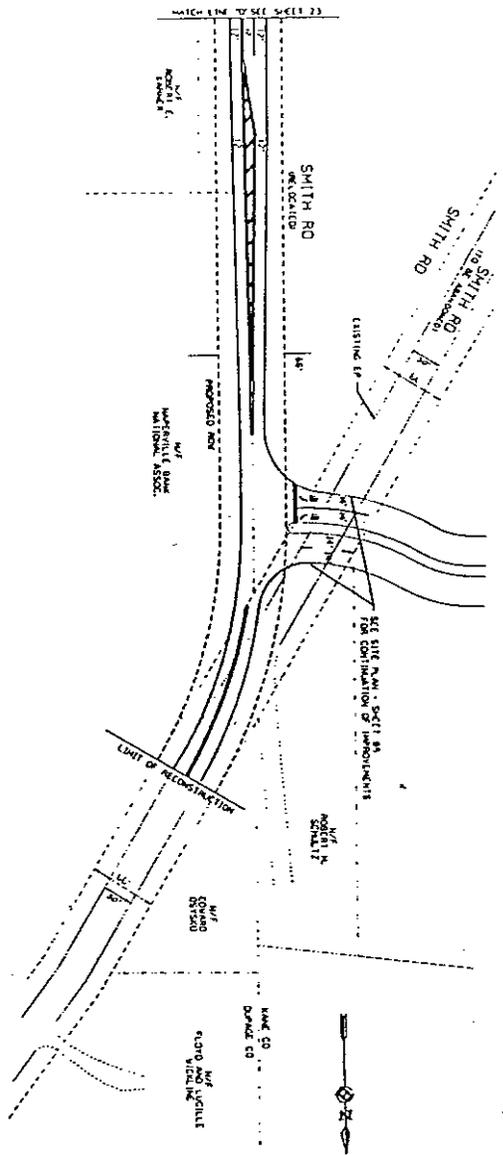
NOTE FOR UTILITIES SEE SITE PLAN SHEET II FOR TYPICAL SECTION SEE SHEET 21



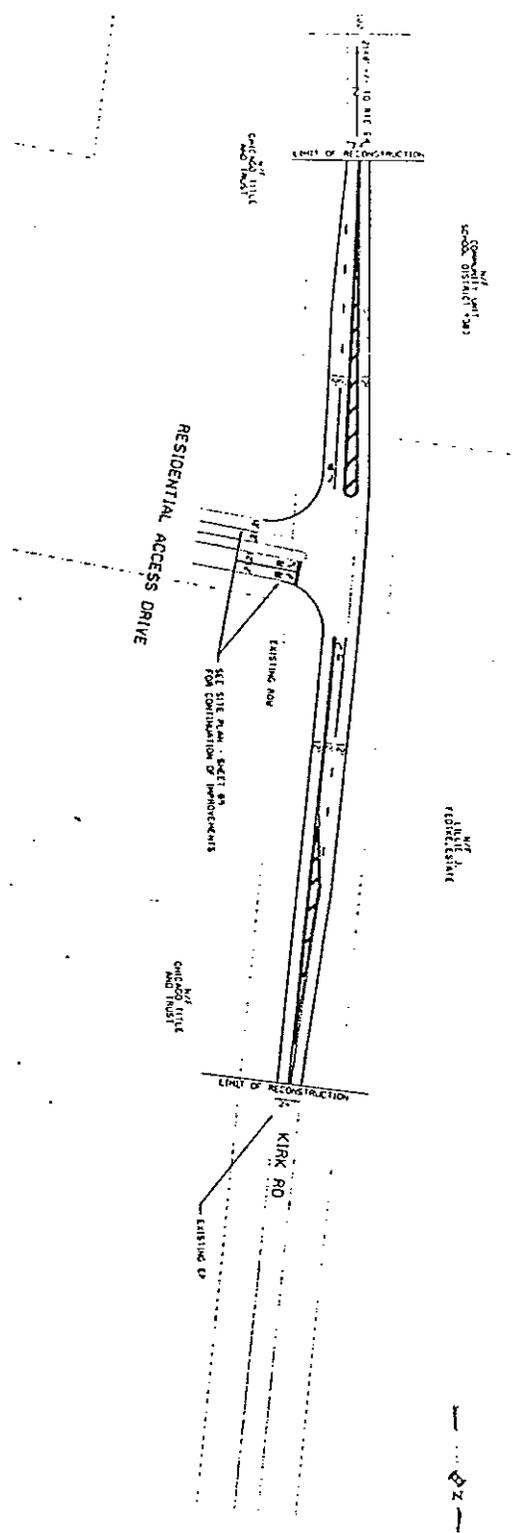
PRELIMINARY PLAN

3729 -22	CHARLES TOWNE WALL ROUTE 64 IMPROVEMENTS WEST	SEAR-BROWN ASSOCIATES, P.C. REGISTERED PROFESSIONAL ENGINEERS AND ARCHITECTS 1000 WEST 10TH AVENUE, SUITE 100 DENVER, COLORADO 80202	PROJECT NO. 1000 DATE: 10/15/00	1. THIS PLAN IS TO BE USED IN CONJUNCTION WITH THE CITY ENGINEER'S PLAN AND SPECIFICATIONS. 2. THE CITY ENGINEER'S PLAN AND SPECIFICATIONS SHALL BE THE FINAL AUTHORITY. 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY UTILITIES INFORMATION.
	PROJECT NO. 1000 DATE: 10/15/00	REGISTERED PROFESSIONAL ENGINEERS AND ARCHITECTS 1000 WEST 10TH AVENUE, SUITE 100 DENVER, COLORADO 80202	PROJECT NO. 1000 DATE: 10/15/00	1. THIS PLAN IS TO BE USED IN CONJUNCTION WITH THE CITY ENGINEER'S PLAN AND SPECIFICATIONS. 2. THE CITY ENGINEER'S PLAN AND SPECIFICATIONS SHALL BE THE FINAL AUTHORITY. 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY UTILITIES INFORMATION.



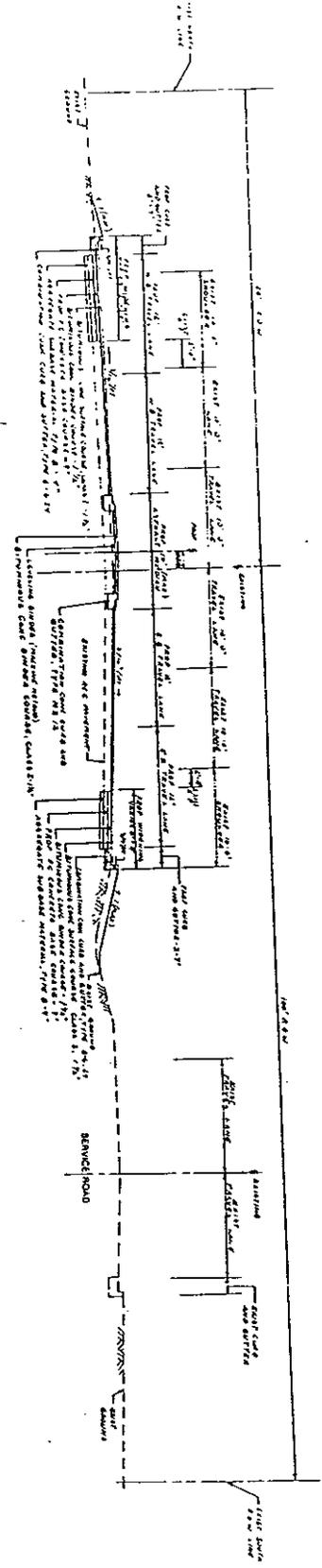


MALL ACCESS DRIVE

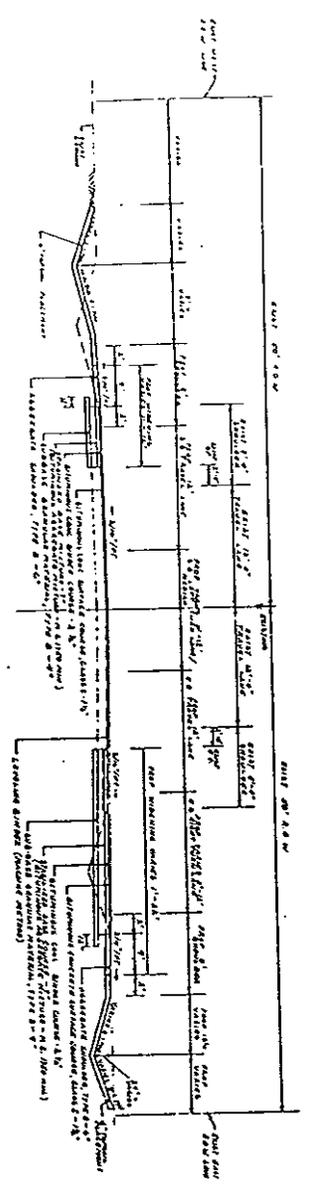


PRELIMINARY PLAN

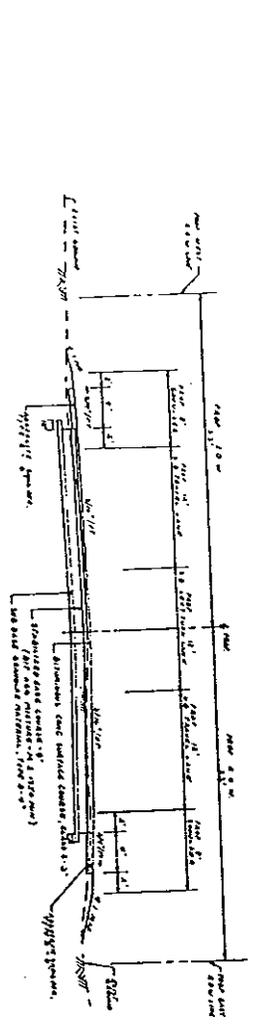
3729 - 24	CHARLES TOWNE MALL SMITH ROAD IMPROVEMENTS	SEAR-BROWN ASSOCIATES, P.C. REGISTERED PROFESSIONAL ENGINEERS OF MASSACHUSETTS 100 STATE STREET, SUITE 200 BOSTON, MASSACHUSETTS 02109 PHONE: 617-552-1100 FAX: 617-552-1101	PROJECT NO. 03-001 DATE: JANUARY, 2004 SCALE: AS SHOWN		1. PREPARED FOR: SEAR-BROWN ASSOCIATES, P.C. 2. PREPARED FOR: SEAR-BROWN ASSOCIATES, P.C. 3. PREPARED FOR: SEAR-BROWN ASSOCIATES, P.C. 4. PREPARED FOR: SEAR-BROWN ASSOCIATES, P.C. 5. PREPARED FOR: SEAR-BROWN ASSOCIATES, P.C.
	PREPARED BY: SEAR-BROWN ASSOCIATES, P.C. CHECKED BY: SEAR-BROWN ASSOCIATES, P.C. DATE: JANUARY, 2004				



RTE. 44 - TYPICAL 5 LANE SECTION



KIRK ROAD - WALL ENTRANCE



SMITH ROAD AT RTE. 44

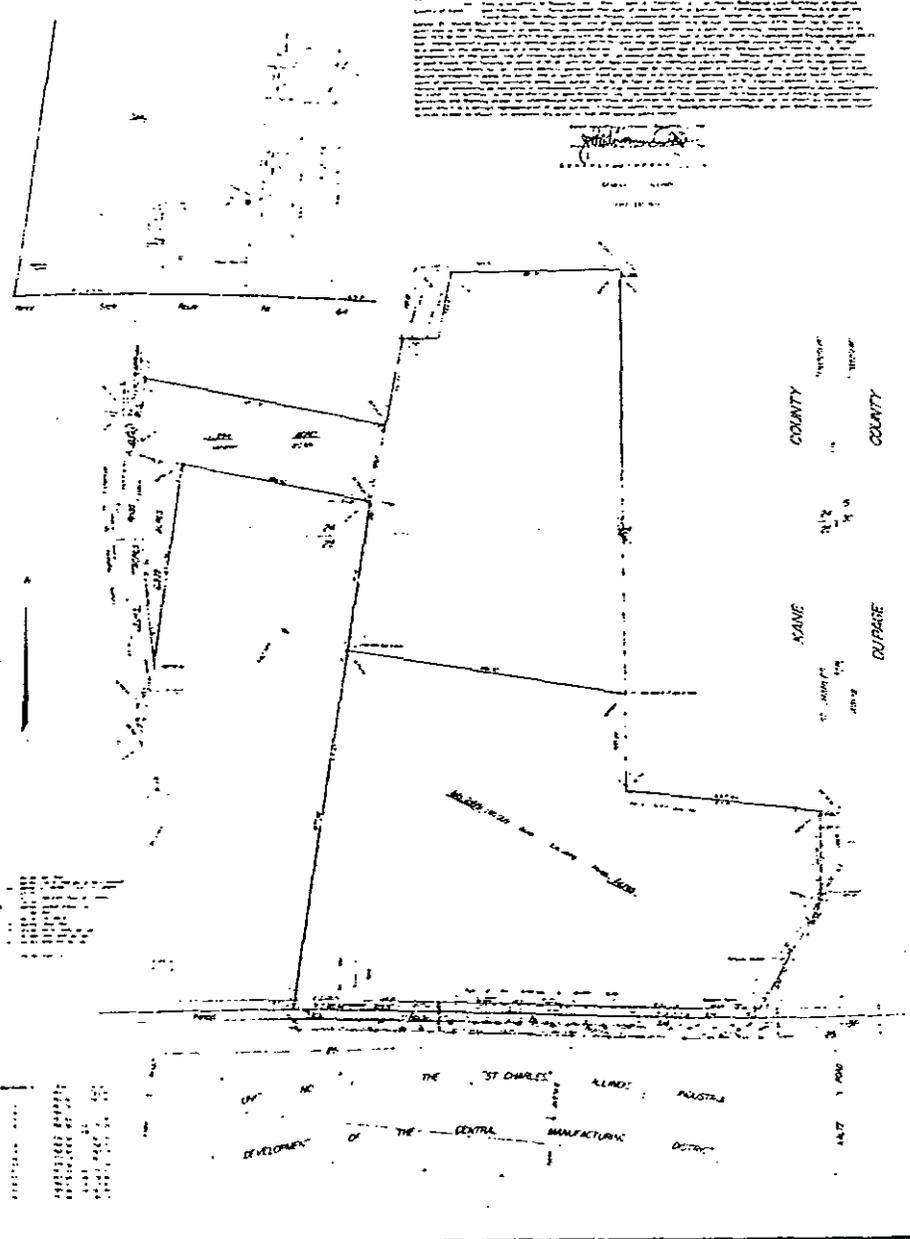
CHARLES TOWNE MALL TYPICAL ROADWAY SECTIONS 3729 .27			1. THESE SECTIONS ARE NOT COMPLETE UNLESS ALL NOTES ARE READ AND UNDERSTOOD.
			2. REVISIONS PER CITY COMMENTS.



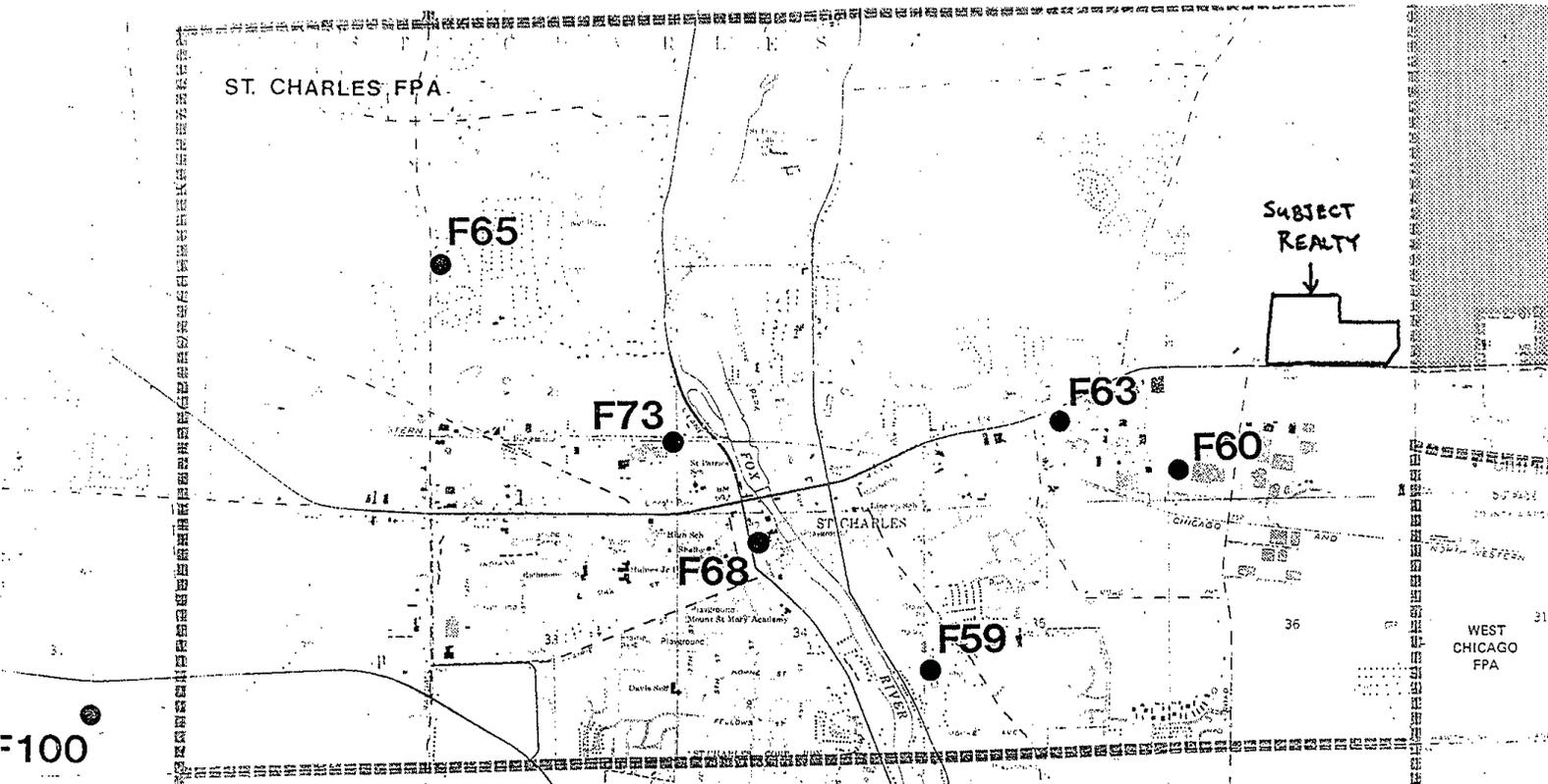
PART OF THE NORTH HALF OF SECTION 25-40-8  
 ST. CHARLES TOWNSHIP KANE COUNTY ILLINOIS

This is a plat of a portion of the north half of section 25-40-8, St. Charles Township, Kane County, Illinois, containing 120 acres, more or less, as shown on the attached map. The land is being divided into 120 lots, each of 1 acre, more or less, for the purpose of sale. The plat is subject to the following conditions:

[Signature]  
 [Name]  
 [Address]



KANE COUNTY ILLINOIS  
 DU PAGE COUNTY ILLINOIS



SCALE 1" = 4000'

CONTOUR INTERVAL 10 FEET  
 DOTTED LINES REPRESENT 5 FOOT CONTOURS  
 NATIONAL GEODETIC VERTICAL DATUM OF 1929

THIS MAP COMPLIES WITH NATIONAL MAP ACCURACY STANDARDS  
 FOR SALE BY U.S. GEOLOGICAL SURVEY, RESTON, VIRGINIA 22092  
 AND BY THE STATE GEOLOGICAL SURVEY, URBANA, ILLINOIS 61801  
 A FOLDER DESCRIBING TOPOGRAPHIC MAPS AND SYMBOLS IS AVAILABLE ON REQUEST

LEGEND

	FACILITIES PLANNING AREA BOUNDARY		FPA BOUNDARY CONFLICT AREAS
	POINT SOURCE LOCATION AND NUMBER		EXTENSIONS OF WASTEWATER SERVICE BEYOND FPA BOUNDARY

Prepared by: NORTHEASTERN ILLINOIS PLANNING COMMISSION

EXHIBIT "D"

EXHIBIT " E "

ORDINANCE NO. 1988-M- \_\_\_\_\_

AN ORDINANCE VACATING A PORTION OF SMITH ROAD

WHEREAS, the Illinois Municipal Code (Chapter 24, Illinois Revised Statutes, 1987, Section 11-91-1) provides that whenever the corporate authorities of any municipality determine that the public interest will be subserved by the vacating of any street or part thereof within their jurisdiction, they may vacate that street or part thereof by an ordinance; and

WHEREAS, said Section further provides that the ordinance shall be passed by an affirmative vote of at least three-fourths of the alderman then holding office; and

WHEREAS, said Section further provides that the vote shall be taken by ayes and noes and entered on the records of the corporate authorities; and

WHEREAS, said Section further provides that the ordinance shall not become effective until the owners of property abutting upon the street or part thereof so vacated shall pay compensation in an amount which, in the judgment of the corporate authorities, shall be equal to the benefits which will accrue to them by reason of that vacation; and

WHEREAS, said Section further provides that if there are

any public service facilities in said street or part thereof, the ordinance may also reserve to the municipality or to the public utility, as the case may be, owning such facilities, such property, rights of way and easements as, in the judgment of the corporate authorities, are necessary or desirable for continuing public service by means of those facilities, for maintenance, renewal and reconstruction thereof; and

WHEREAS, the Illinois Municipal Code (Chapter 24, Illinois Revised Statutes, 1981, Section 11-91-2) provides whenever any street or part thereof is vacated under or by virtue of any ordinance of any municipality, the title to the land included within the street or part thereof so vacated vests in the then owner of the land abutting thereon in the same proportions and to the extent as though the street has been dedicated by common law plat (as distinguished from a statutory plat), and as though the fee of the street has been acquired by the owners as part of the land abutting on the street;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ST. CHARLES, KANE AND DU PAGE COUNTIES, ILLINOIS, AS FOLLOWS:

1. That upon payment of \$1.00 (One Dollar) and subject to the provisions set forth herein, the portion of the street shown in the plat attached hereto as Exhibit "E-1", and described in Exhibit "E2" be and is hereby vacated.

PROVIDED, however, that the CITY OF ST. CHARLES reserves

and retains the right to construct, reconstruct, maintain, operate, renew, repair and replace by itself or by any licensee or a holder of a franchise from the CITY OF ST. CHARLES any poles, wires, pipes, conduits, sanitary and storm sewer mains, water mains, electrical, cable television, or any other facility or equipment or appurtenance thereto for the maintenance or operation of any utility over, under and upon the portion of street shown in Exhibits E-1 and E-2 as being vacated by this Ordinance; and until a new section of Smith Road between a point 860 feet northerly of Illinois Route 64 and Route 64 is completed and accepted by City, the City of St. Charles reserves and retains the right to maintain all of the existing right of way as if this Ordinance had never been passed.

2. This Ordinance shall not become effective unless and until a relocated section of Smith Road between a point 860 feet northerly of Illinois Route 64 and Illinois Route 64 is completed and accepted by the City.

3. The City Clerk is directed to record a duly certified copy of this Ordinance of Vacation in the Office of the Recorder of Deeds of Kane County, Illinois.

4. This Ordinance shall be in full force and effect from and after its passage and approval pursuant to law.

PRESENTED to the City Council of the City of St. Charles, Illinois this \_\_\_\_ day of \_\_\_\_\_, 1988.

PASSED by the City Council of the City of St. Charles,

Illinois this \_\_\_\_ day of \_\_\_\_\_, 1988.

APPROVED by the Mayor of the City of St. Charles,

Illinois this \_\_\_\_ day of \_\_\_\_\_, 1988.

\_\_\_\_\_  
Mayor

ATTEST:

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

COUNCIL VOTE:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

This instrument was prepared by:  
Allen L. Landmeier  
15 N. 2nd Street  
Geneva, IL 60134



CITY OF ST. CHARLES

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ORDINANCE NO. 1989-Z-8

AN ORDINANCE AMENDING ORDINANCE NO. 1988-Z-10  
ENTITLED "AN ORDINANCE GRANTING A SPECIAL USE  
AS A PLANNED UNIT DEVELOPMENT FOR CHARLESTOWNE MALL"

---

ADOPTED BY THE

CITY COUNCIL

OF THE

CITY OF ST. CHARLES

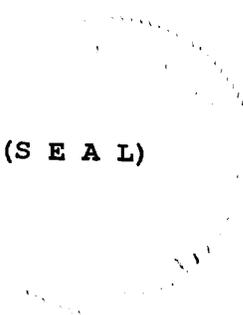
THIS 18TH DAY OF SEPTEMBER, 1989

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PUBLISHED IN PAMPHLET FORM BY  
AUTHORITY OF THE CITY COUNCIL  
OF THE CITY OF ST. CHARLES,  
KANE AND DU PAGE COUNTIES,  
ILLINOIS, THIS 22ND DAY OF  
SEPTEMBER, 1989

  
CITY CLERK

(S E A L)



DATE OF PUBLICATION 1/22/89  
NEWSPAPER *Examiner* Form

ORDINANCE NO. 1989-Z-8

REFER TO:  
MINUTES 9-18-88  
PAGE 2770

**AN ORDINANCE AMENDING ORDINANCE NO. 1988-Z-10  
ENTITLED "AN ORDINANCE GRANTING A SPECIAL USE  
AS A PLANNED UNIT DEVELOPMENT FOR CHARLES TOWNE MALL"**

WHEREAS, a petition for amendment to Ordinance 1988-Z-10 entitled " An Ordinance granting a Special Use as a Planned Unit Development for Charles Towne Mall" (hereinafter the "Ordinance") has been filed with respect to the real estate described in Exhibit "A" attached hereto and made a part hereof (hereinafter sometimes referred to as "Subject Realty") by Charwil Associates Limited Partnership, an Illinois Limited Partnership, owner of record of the Subject Realty and successor in interest to Chicago Title and Trust Company, a corporation of Illinois, as Trustee under the provisions of a Trust Agreement dated January 25, 1984 and known as Trust No. 1084616, and by Wilmorite, Inc., an Illinois Foreign Corporation; and

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

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

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

**SECTION 1. RESTATEMENT OF ORDINANCE.** That the provisions of the Ordinance hereinbefore referred to are incorporated herein and made a part hereof as if fully set forth herein and are in full force and effect subject to the modifications hereinafter set forth.

**SECTION 2. AMENDMENT OF ORDINANCE.** That the Ordinance is amended as follows:

A. That Paragraph O of Section 2 be amended by deleting the same in its entirety and by substituting the following therefor:

"O. BUILDING PERMITS

No building permit shall be issued for construction of any structure on the Subject Realty until after a preliminary plan, engineering plans, and a final plat have been approved and a final plat has been recorded for the unit or phase in which the building permit or permits are requested. The Building Commissioner may, however, issue foundation permits and structural steel erection permits on the Subject Realty to the OWNER, Charwil Associates Limited Partnership, an Illinois Limited Partnership, only, prior to the approval and recording of the final plat upon the submission to the Building Commissioner of acceptable plans and specifications for said foundations and structural steel work; provided, however, that such permits and erection shall be at OWNER and DEVELOPER's sole risk that a final plat may not be approved and that additional permits may not be issued until the Final Plat is approved and recorded. In the event a foundation permit or structural steel permit is requested pursuant to the preceding sentence, such request shall be accompanied by an engineer's estimate of the cost of removal of structural steel from the site, demolition and removal of concrete as deemed necessary, and/or filling and regrading of land to return the site to a non-hazardous condition including but not limited to safety and drainage, as determined by the City Engineer and Building Commissioner. OWNER shall provide a guarantee in the

form and by an institution acceptable to the City Council in accordance with other guarantees required hereunder, in an amount equal to 115% of the approved estimate. Such guarantee shall permit City to draw thereon to pay any costs incurred by City in connection herewith. The term of the letter of credit shall be two years. A foundation permit and/or structural steel erection permit shall become void one (1) year after issuance of the foundation permit in the event a final plat covering the phase in which the foundation is located is not recorded within one year after issuance of the foundation permit. In the event such permits become void, the City shall have a license to enter the Subject Realty and the option but not the responsibility of restoring the site to a non-hazardous condition. No building permit including a foundation permit and structural steel erection permit shall be issued prior to the time that construction or permanent roads are passable for ingress and egress by emergency and inspection vehicles. Determination of acceptable condition of the roads shall be made by the City Engineer."

B. That Subparagraph 1 of Paragraph M entitled "GUARANTEE FOR COMPLETION OF PUBLIC IMPROVEMENTS" of Section 2 be amended by deleting the same in its entirety and by substituting the following therefor:

"1. After approval of each Final Plat and prior to signature by the Mayor and City Engineer, the OWNER shall present a guarantee for completion of the onsite and offsite Land

Improvements required herein and by the St. Charles Municipal Code as presently constituted including but not limited to the required Land Improvements. Notwithstanding the preceding sentence, OWNER shall be permitted to present the required guarantee for completion of traffic signalization, improvements to Smith Road in its present location, and traffic lanes, turn bays and approaches at Illinois State Route 64, all as described in Paragraph K above, no later than the time of issuance of the first building permit, beyond a foundation permit or structural steel erection permit, upon the Subject Realty; provided, in no event shall construction begin therefor before the guarantee of completion (the "Guarantee") has been accepted by the City. Provided further that OWNER may utilize any one of the alternative forms described in Section 16.12.220 of the St. Charles Municipal Code."

**SECTION 3.** That this Ordinance shall become effective from and after its passage and approval in accordance with law.

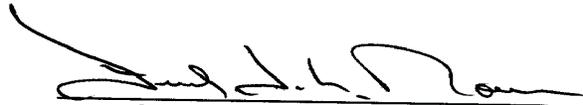
**PRESENTED** to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this 18th day of September, 1989.

**PASSED** by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this 18th day of September, 1989.

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

Ordinance No. 1989-Z-8  
Page 5

1989.

  
MAYOR

ATTEST:

  
CITY CLERK

COUNCIL VOTE:

Ayes:	10
Nays:	0
Absent:	0

EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND in the North Half of Section 25, Township 40 North, Range 8 East of the Third Principal Meridian described as follows: Commencing at the northeast corner of the Northeast Quarter of said Section 25; thence South 0 degrees 14'26" West along the east line of said Northeast Quarter 1514.30 feet; thence North 83 degrees 24' West 100.62 feet to a point that is 100.0 feet westerly of said east line (measured at right angles thereto) for a point of beginning; thence continuing North 83 degrees 24' West 1015.80 feet; thence North 0 degrees 03' West parallel with the east line of the South Half of Section 24, in the Township and Range aforesaid 505.23 feet; thence westerly along a line forming an angle of 99 degrees 29'29" with the last described course (measured clockwise therefrom) 1461.93 feet to a point on the easterly line of a tract conveyed to Maurice L. Ragole and Gertrude B. Ragole by Document 542269 that is 1877.42 feet northeasterly of the center line of Illinois State Route No. 64 (as measured along said easterly line); thence southerly along the easterly line of said Ragole tract forming an angle of 90 degrees 00' with the last described course (measured clockwise therefrom) 1877.42 feet to the center line of Illinois State Route No. 64; thence easterly along said center line 2404.88 feet to the point of intersection of the center line of Smith Road; thence northeasterly along the center line of said Smith Road 690.68 feet to a line drawn parallel with the east line of said North Half from the point of beginning; thence northerly along said parallel line 467.09 feet to the point of beginning, in St. Charles Township, Kane County, Illinois and containing 88.289 acres.

STATE OF ILLINOIS )  
 )  
COUNTIES OF KANE AND DU PAGE ) SS.

C E R T I F I C A T E

I, Jean M. Connors, certify that I am the duly elected and acting municipal clerk of the City of St. Charles, Kane and DuPage Counties, Illinois.

I further certify that on September 18, 1989 the Corporate Authorities of such municipality passed and approved Ordinance No. 1989-Z-8, entitled AN ORDINANCE AMENDING ORDINANCE NO.

1988-Z-10 ENTITLED "AN ORDINANCE GRANTING A SPECIAL USE AS A PLANNED UNIT DEVELOPMENT FOR CHARLESTOWNE MALL,"

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

The pamphlet form of Ordinance No. 1989-Z-8, including the Ordinance and a cover sheet thereof was prepared, and a copy of such Ordinance was posted in the municipal building, commencing on September 22, 1989, 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 20<sup>th</sup> day of September, 1989.

Jean M. Connors  
Municipal Clerk

( S E A L )

CITY OF ST. CHARLES

---

ORDINANCE NO. 1991-Z-2

AN ORDINANCE AMENDING ORDINANCE NO. 1988-Z-10  
ENTITLED, "AN ORDINANCE GRANTING A SPECIAL USE AS  
A PLANNED UNIT DEVELOPMENT FOR CHARLESTOWNE MALL"

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ADOPTED BY THE

CITY COUNCIL

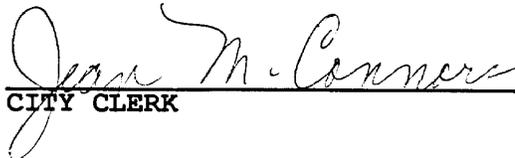
OF THE

CITY OF ST. CHARLES

THIS 1ST DAY OF APRIL, 1991

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PUBLISHED IN PAMPHLET FORM BY  
AUTHORITY OF THE CITY COUNCIL  
OF THE CITY OF ST. CHARLES,  
KANE AND DU PAGE COUNTIES,  
ILLINOIS, THIS 5TH DAY OF  
APRIL, 1991

  
CITY CLERK

(S E A L)

DATE OF PUBLICATION 4/15/91  
NEWSPAPER Pamphlet form

ORDINANCE NO. 1991-Z-2

REFER TO:  
MINUTES 4-1-91  
PAGE

AN ORDINANCE AMENDING ORDINANCE NO. 1988-Z-10  
ENTITLED, "AN ORDINANCE GRANTING A SPECIAL USE  
AS A PLANNED UNIT DEVELOPMENT FOR CHARLESTOWNE MALL"

WHEREAS, a Petition for a Special Use as a Planned Unit Development in the R-1 Single-Family Residence District for the real estate described in Exhibit "A" attached hereto and made a part hereof (hereinafter sometimes referred to as "Subject Realty"), has been filed by Charwil Associates Limited Partnership, an Illinois limited partnership, owner of record of the Subject Realty (hereinafter referred to as "Owner"); and

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

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

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

SECTION 1: That Section 17.06.020 of Title 17 of the St. Charles Municipal Code, as amended, and as set forth in the Zoning Map as described therein and on file in the office of The City Clerk, is hereby amended by adding the Subject Realty as a special use under the terms and conditions of Ordinance No. 1988-Z-10, entitled, "An Ordinance Granting a Special Use as a Planned Unit Development for Charlestowne Mall", adopted by the City Council of the City of St. Charles, on September 19, 1988, which Ordinance is incorporated herein by reference.

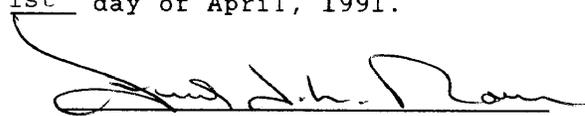
SECTION 2: That the Subject Realty may be developed in accordance with the terms and conditions of said Ordinance 1988-Z-10, provided that the Owner of the Subject Realty shall not be required to submit, for approval by the City, any preliminary

plans, engineering plans or a final plat as may be required under Titles 16 and 17 of the St. Charles Municipal Code, as amended, or Ordinance 1988-Z-10.

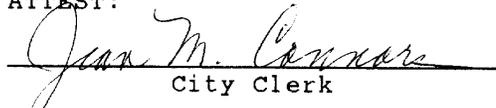
SECTION 3: That this Ordinance shall become effective from and after its passage and approval in accordance with law.

PRESENTED and PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this 1st day of April, 1991.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois, this 1st day of April, 1991.

  
\_\_\_\_\_  
Mayor

ATTEST:

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

COUNCIL VOTE:

AYES:	<u>9</u>
NAYS:	<u>0</u>
ABSENT:	<u>1</u>
ABSTAINING:	<u>0</u>
HOLDING OFFICE:	<u>10</u>

PARCEL ONE:

THAT PART OF THE NORTH EAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:  
COMMENCING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 64 WITH THE EAST LINE OF SAID NORTH EAST 1/4; THENCE NORTHERLY ALONG SAID EAST LINE 589.91 FEET FOR THE POINT OF BEGINNING

THENCE WESTERLY AT RIGHT ANGLES TO SAID EAST LINE 101.98 FEET TO AN ANGLE IN THE EASTERLY LINE OF CHARLESTOWNE CENTRE MALL, ST. CHARLES, KANE COUNTY, ILLINOIS, BEING ON THE CENTER LINE OF SMITH ROAD; THENCE NORTHERLY ALONG AN EAST LINE OF SAID CHARLESTOWNE CENTRE MALL FORMING AN ANGLE OF 89 DEGREES, 51 MINUTES, 00 SECONDS WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREOF) 110.0 FEET; THENCE EASTERLY AT RIGHT ANGLES TO THE EAST LINE OF SAID QUARTER 102.0 FEET TO SAID EAST LINE; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID QUARTER 110.0 FEET TO THE POINT OF BEGINNING, IN ST. CHARLES TOWNSHIP, KANE COUNTY, ILLINOIS.

PARCEL TWO:

THAT PART OF THE NORTH EAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:  
COMMENCING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 64 WITH THE EAST LINE OF SAID NORTH EAST 1/4; THENCE NORTHERLY ALONG SAID EAST LINE 296.64 FEET; THENCE WESTERLY AT RIGHT ANGLES TO SAID EAST LINE 235.0 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING WESTERLY ALONG THE PROLONGATION OF THE LAST DESCRIBED COURSE 39.26 FEET TO THE CENTER LINE OF SMITH ROAD; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID SMITH ROAD FORMING AN ANGLE OF 59 DEGREES, 3 MINUTES, 03 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED COUNTER CLOCKWISE THEREFROM) 77.52 FEET TO A LINE DRAWN PARALLEL WITH SAID EAST LINE FROM THE POINT OF BEGINNING; THENCE SOUTHERLY ALONG SAID PARALLEL LINE 66.84 FEET TO THE POINT OF BEGINNING, IN ST. CHARLES TOWNSHIP, KANE COUNTY, ILLINOIS.

PARCEL THREE:

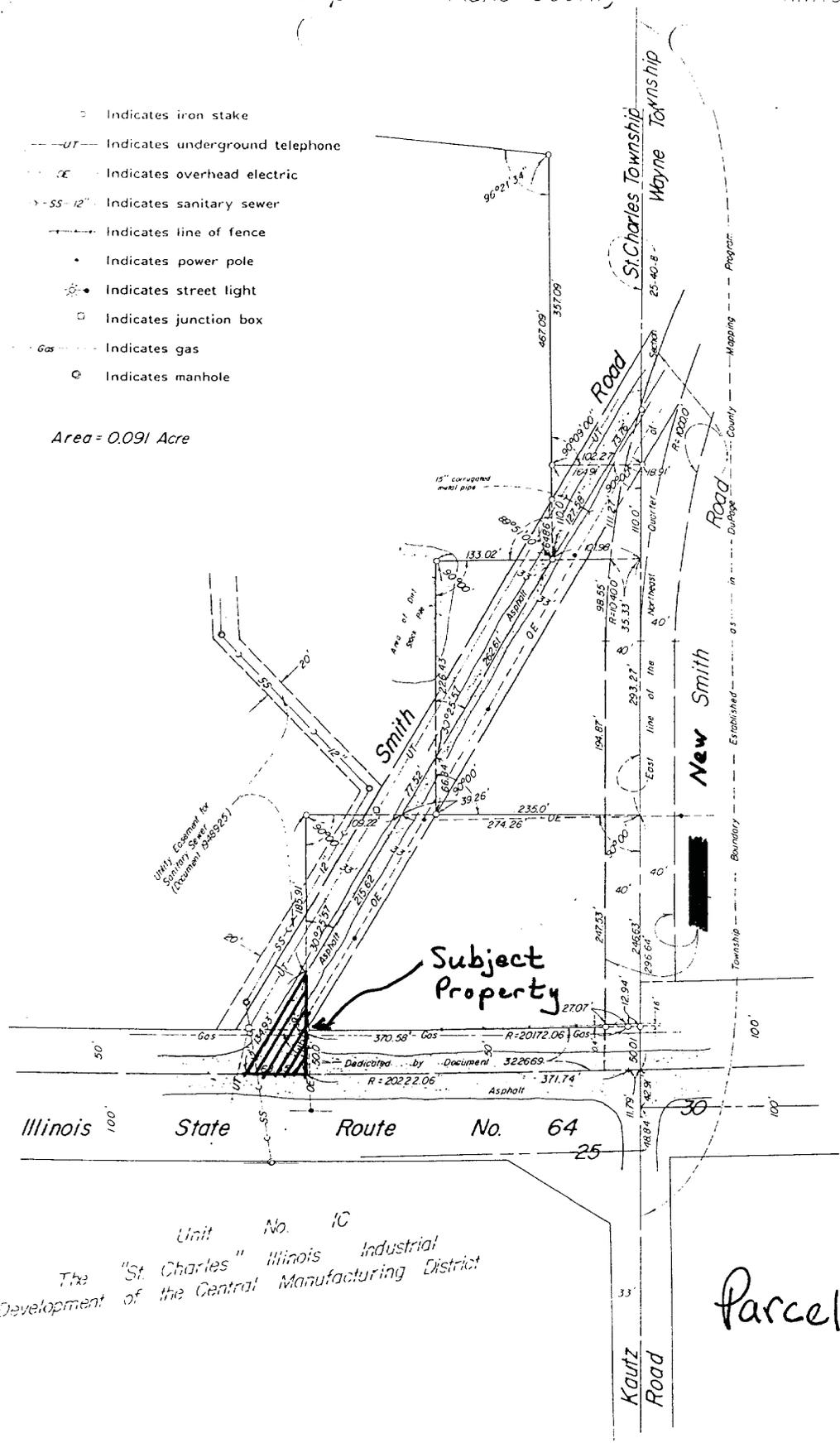
THAT PART OF THE NORTH EAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:  
COMMENCING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 64 WITH THE EAST LINE OF SAID NORTH EAST 1/4; THENCE NORTHERLY ALONG SAID EAST LINE 296.64 FEET; THENCE WESTERLY AT RIGHT ANGLES TO SAID EAST LINE 383.48 FEET; THENCE SOUTHERLY PARALLEL WITH SAID EAST LINE 185.91 FEET TO THE CENTER LINE OF SMITH ROAD FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTHERLY PARALLEL WITH SAID EAST LINE 116.14 FEET TO THE CENTER LINE OF SAID STATE ROUTE; THENCE WESTERLY ALONG THE CENTER LINE OF SAID STATE ROUTE 68.35 FEET TO THE CENTER LINE OF SAID SMITH ROAD EXTENDED SOUTHWESTERLY; THENCE NORTHEASTERLY ALONG THE CENTER LINE EXTENDED AND THE CENTER LINE OF SAID SMITH ROAD 134.9 FEET TO THE POINT OF BEGINNING, IN ST. CHARLES TOWNSHIP, KANE COUNTY, ILLINOIS.





- Indicates iron stake
- UT--- Indicates underground telephone
- OE--- Indicates overhead electric
- SS-12"--- Indicates sanitary sewer
- OF--- Indicates line of fence
- Indicates power pole
- ⊙ Indicates street light
- Indicates junction box
- Gas--- Indicates gas
- ⊙ Indicates manhole

Area = 0.091 Acre



Unit No. 1C  
 The "St. Charles" Illinois Industrial  
 Development of the Central Manufacturing District

Parcel Three

4.

STATE OF ILLINOIS )  
 )  
COUNTIES OF KANE AND DU PAGE ) SS.

C E R T I F I C A T E

I, Jean M. Connors, certify that I am the duly elected and acting municipal clerk of the City of St. Charles, Kane and DuPage Counties, Illinois.

I further certify that on April 1, 1991 the Corporate Authorities of such municipality passed and approved Ordinance No. 1991-Z-2, entitled AN ORDINANCE AMENDING ORDINANCE NO.

1988-Z-10 ENTITLED, "AN ORDINANCE GRANTING A SPECIAL USE AS A PLANNED UNIT DEVELOPMENT FOR CHARLESTOWNE MALL"

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

The pamphlet form of Ordinance No. 1991-Z-2, 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 5, 1991, 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 3<sup>rd</sup> day of April, 1991.

Jean M. Connors  
Municipal Clerk

(S E A L)

CITY OF ST. CHARLES

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ORDINANCE NO. 1994-Z-8

AN ORDINANCE AMENDING ORDINANCE NO. 1988-Z-10  
(Charlestowne Mall PUD)

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ADOPTED BY THE

CITY COUNCIL

OF THE

CITY OF ST. CHARLES

THIS 20TH DAY OF JUNE, 1994

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PUBLISHED IN PAMPHLET FORM BY  
AUTHORITY OF THE CITY COUNCIL  
OF THE CITY OF ST. CHARLES,  
KANE AND DU PAGE COUNTIES,  
ILLINOIS, THIS 24TH DAY OF  
JUNE, 1994

  
CITY CLERK

(S E A L)

DATE OF PUBLICATION 6/24/94  
NEWSPAPER Pamphlet Form

REFER TO:  
MINUTES 6/20/94  
PAGE

ORDINANCE NO. 1994-Z-8

**AN ORDINANCE AMENDING ORDINANCE No. 1988-Z-10  
(Charlestowne Mall PUD)**

**WHEREAS**, a petition to amend Ordinance No. 1988-Z-10, entitled "AN ORDINANCE GRANTING A SPECIAL USE AS A PLANNED UNIT DEVELOPMENT FOR CHARLES TOWNE MALL" as amended by Ordinance 1991-Z-2, entitled "AN ORDINANCE AMENDING ORDINANCE NO. 1988-Z-10 ENTITLED, 'AN ORDINANCE GRANTING A SPECIAL USE AS A PLANNED UNIT DEVELOPMENT FOR CHARLESTOWNE MALL' (hereinafter collectively referred to as the "ORDINANCE"), for the real estate described in Exhibit "I" attached hereto and made a part hereof (hereinafter referred to as "SUBJECT REALTY"), has been filed by Charwil Associates Limited Partnership, owner of the SUBJECT REALTY (hereinafter referred to as "OWNER"); and

**WHEREAS**, said petition requests an amendment to the ORDINANCE for the purpose of providing a building site for a free-standing 30,000 square foot retail building to be located on the proposed Charwil's Second Resubdivision of Charlestowne Centre Mall, in the City of St. Charles, Kane and DuPage Counties, Illinois; and

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

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

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

**SECTION 1.** That Ordinance No. 1988-Z-10 entitled "AN

ORDINANCE GRANTING A SPECIAL USE AS A PLANNED UNIT DEVELOPMENT FOR CHARLES TOWNE MALL" be and is hereby amended as follows:

A. Paragraph 2.A.2 (Maximum Floor Area) shall be deleted in its entirety, and the following substituted therefor:

"The total gross leasable floor area, as defined in Exhibit 'B-2' attached hereto and made part hereof, shall not exceed 750,000 square feet with the maximum of all floor area not exceeding 990,000 square feet of gross building area as defined in Exhibit 'B-2'."

B. Paragraph 2.A.6 (Perimeter Yards), subparagraphs (a) and (b), shall be deleted in their entirety and the following substituted therefor:

"a) All parking spaces, loading berths, access aisles and driveways, except a road or driveway which provides access to the Subject Realty and which is substantially perpendicular to a public street or to a lot line of adjacent property, shall be set back from the perimeter of the Subject Realty as follows: 1) Along Illinois Route 64, 40 feet from the right-of-way line; 2) along the property lines of the proposed Lot 1 of Charwil's Second Resubdivision of Charlestowne Centre Mall as shown in Exhibit B-4B, 5 feet; 3) along all other exterior property lines, 20 feet.

b) All buildings shall be set back from the perimeter of the Subject Realty a minimum of 200 feet, except along the property lines of the proposed Lot 1 of Charwil's Second Resubdivision of Charlestowne Centre Mall, as shown in Exhibit B-4B, 20 feet."

C. Exhibit "B-3" (Charlestowne Mall Sign Requirements), Paragraphs A.1 and A.2, under Section 2.A(9) (Signs) shall be deleted in their entirety and the following shall be substituted therefor:

"A. The following are permitted and not mutually exclusive:

1. Two (2) two-faced entryway pylon signs shall be

permitted, which signs may include a logo designed to identify the shopping center as depicted on the Preliminary Plan, with each such sign not being greater than 280 square feet (140 square feet per face). One (1) additional two-faced pylon sign, advertising the business on Lot 1 of the proposed Charwill's Second Resubdivision of Charlestowne Centre Mall as shown in Exhibit B-4B, shall be permitted along Route 64 not to exceed 300 square feet (150 square feet per face), 25 feet in height and shall be set back 10 feet from the Route 64 right-of-way. One (1) cinema reader board sign shall be permitted on any one of the three permitted pylon signs noted above, not to exceed 200 square feet (100 square feet per face). Two (2) temporary signs shall be permitted, which shall be located near the entrance to the proposed shopping mall, denoting and advertising the construction of the shopping mall and the rental of tenant spaces, with each such sign being not greater than 240 square feet.

2. All other signs as permitted pursuant to Section 17.24.060 of the St. Charles Municipal Code as presently constituted, a copy of which is attached as the next two pages of this Exhibit. References to the term 'Lot' in Section 17.24.060 as appended hereto refer to Subject Realty including Lot 1 of the proposed Charwill's Second Resubdivision of Charlestowne Centre Mall, as shown in Exhibit B-4B."

D. Paragraph 2.C (Subdivision of Subject Realty), subparagraph 6, shall be deleted in its entirety and the following substituted therefor:

"6. All resubdivided lots shall not have any building set back restrictions except as provided in Section 2 (A) (6) hereof, provided the building is within the building envelope shown on Exhibit B-4 or is within the building envelope around the 'Proposed Retail Store' as shown on Exhibit B-4A and satisfies building and fire ordinances of the CITY."

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

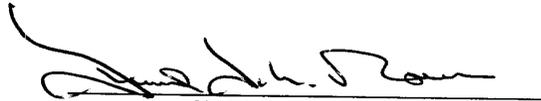
**SECTION 3.** That this Ordinance may be recorded in the office of the Kane County Recorder of Deeds by OWNER or City; the OWNER shall pay the recording fee.

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

**PRESENTED** to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 20th day of June, 1994.

**PASSED** by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 20th day of June, 1994.

**APPROVED** by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois this 20th day of June, 1994.

  
MAYOR

ATTEST:

  
CITY CLERK

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

EXHIBIT "I"

PARCEL ONE:

LOT 1 OF CHARLESTOWNE CENTRE MALL, ST. CHARLES, KANE COUNTY, ILLINOIS (EXCEPT THAT PART DESCRIBED AS FOLLOWS:: COMMENCING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 64 WITH THE EAST LINE OF SAID NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTHERLY ALONG SAID EAST LINE 589.91 FEET; THENCE WESTERLY AT RIGHT ANGLES TO SAID EAST LINE 235.0 FEET FOR A POINT OF BEGINNING; THENCE SOUTHERLY PARALLEL WITH SAID EAST LINE 226.43 FEET TO THE CENTER LINE OF SMITH ROAD; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID SMITH ROAD FORMING AN ANGLE OF 30 DEGREES, 25 MINUTES, 57 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM) 262.61 FEET TO THE LINE DRAWN AT RIGHT ANGLES TO SAID EAST LINE FROM THE POINT OF BEGINNING; THENCE WESTERLY ALONG SAID LINE 133.02 FEET TO THE POINT OF BEGINNING, AND ALSO EXCEPT THAT PART DESCRIBED AS FOLLOWS:: COMMENCING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 64 WITH THE EAST LINE OF SAID NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTHERLY ALONG SAID EAST LINE 296.64 FEET; THENCE WESTERLY AT RIGHT ANGLES TO SAID EAST LINE 383.48 FEET FOR A POINT OF BEGINNING; THENCE SOUTHERLY PARALLEL WITH SAID EAST LINE 185.91 FEET TO THE CENTER LINE OF SMITH ROAD; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID SMITH ROAD FORMING AN ANGLE OF 30 DEGREES, 25 MINUTES, 57 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM) 215.62 FEET TO A LINE DRAWN AT RIGHT ANGLES TO SAID EAST LINE FROM THE POINT OF BEGINNING; THENCE WESTERLY ALONG SAID LINE 109.22 FEET TO THE POINT OF BEGINNING; AND ALSO EXCEPT LOT 1 OF CHARWIL'S FIRST RESUBDIVISION OF PART OF LOT 1 CHARLESTOWNE CENTRE MALL, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS); IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS; AND

PARCEL TWO:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:: COMMENCING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 64 WITH THE EAST LINE OF SAID NORTHEAST 1/4; THENCE NORTHERLY ALONG SAID EAST LINE 589.91 FEET FOR THE POINT OF BEGINNING; THENCE WESTERLY AT RIGHT ANGLES TO SAID EAST LINE 101.98 FEET TO AN ANGLE IN THE EASTERLY LINE OF CHARLESTOWNE CENTRE MALL, ST. CHARLES, KANE COUNTY, ILLINOIS, BEING ON THE CENTER LINE OF SMITH ROAD; THENCE NORTHERLY ALONG AN EAST LINE OF SAID CHARLESTOWNE CENTRE MALL FORMING AN ANGLE OF 89 DEGREES, 51 MINUTES, 00 SECONDS WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREOF) 110.0 FEET; THENCE EASTERLY AT RIGHT ANGLES TO THE EAST LINE OF SAID QUARTER 102.27 FEET TO SAID EAST LINE; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID QUARTER 110.0 FEET TO THE POINT OF BEGINNING, IN THE CITY AND TOWNSHIP OF ST. CHARLES, KANE COUNTY, ILLINOIS; AND

PARCEL THREE:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 8 EAST OF

THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:: COMMENCING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 64 WITH THE EAST LINE OF SAID NORTHEAST 1/4; THENCE NORTHERLY ALONG SAID EAST LINE 296.64 FEET; THENCE WESTERLY AT RIGHT ANGLES TO SAID EAST LINE 235.0 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING WESTERLY ALONG THE PROLONGATION OF THE LAST DESCRIBED COURSE 39.26 FEET TO THE CENTER LINE OF SMITH ROAD; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID SMITH ROAD FORMING AN ANGLE OF 59 DEGREES, 34 MINUTES, 03 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED COUNTERCLOCKWISE THEREFROM) 77.52 FEET TO A LINE DRAWN PARALLEL WITH SAID EAST LINE FROM THE POINT OF BEGINNING; THENCE SOUTHERLY ALONG SAID PARALLEL LINE 66.84 FEET TO THE POINT OF BEGINNING, IN ST. CHARLES TOWNSHIP, KANE COUNTY, ILLINOIS; AND

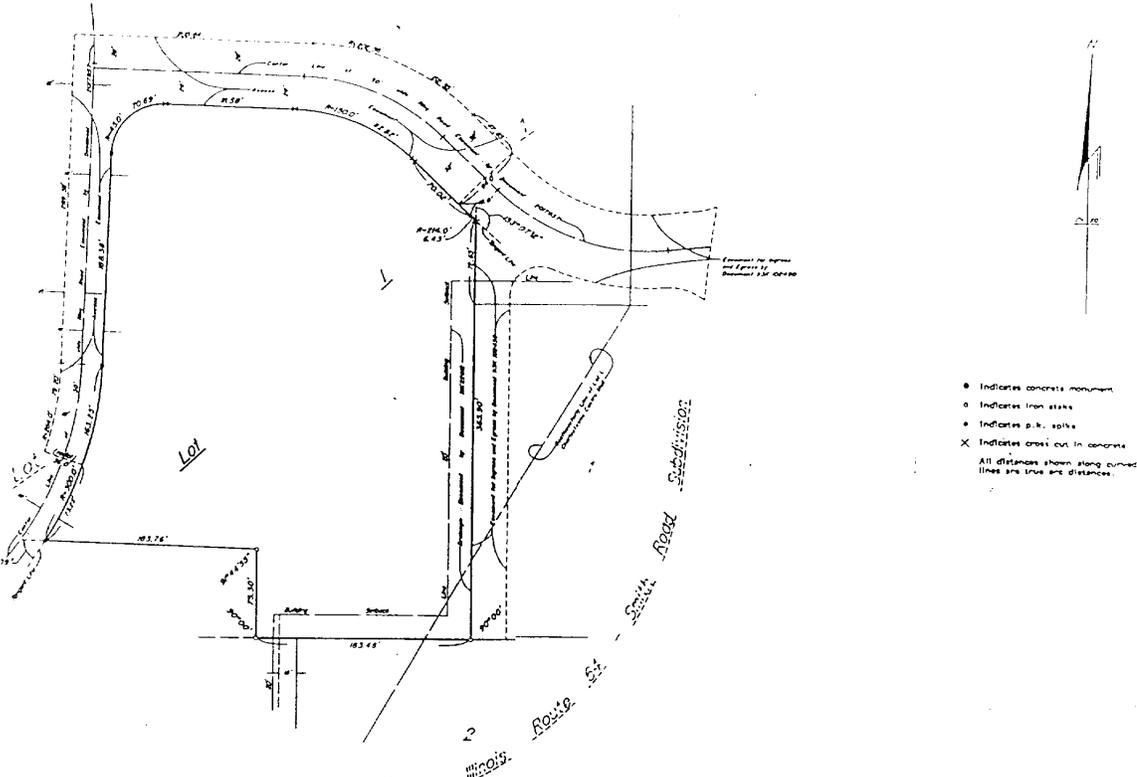
PARCEL FOUR:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:: COMMENCING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 64 WITH THE EAST LINE OF SAID NORTHEAST 1/4; THENCE NORTHERLY ALONG SAID EAST LINE 296.64 FEET; THENCE WESTERLY AT RIGHT ANGLES TO SAID EAST LINE 383.48 FEET; THENCE SOUTHERLY PARALLEL WITH SAID EAST LINE 185 FEET TO THE CENTER LINE OF SMITH ROAD FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTHERLY PARALLEL WITH SAID EAST LINE 116.14 FEET TO THE CENTER LINE OF SAID STATE ROUTE; THENCE WESTERLY ALONG THE CENTER LINE OF SAID STATE ROUTE 68.35 FEET TO THE CENTER LINE OF SAID SMITH ROAD EXTENDED SOUTHWESTERLY; THENCE NORTHEASTERLY ALONG THE CENTER LINE EXTENDED AND THE CENTER LINE OF SAID SMITH ROAD 134.93 FEET TO THE POINT OF BEGINNING, IN ST. CHARLES TOWNSHIP, KANE COUNTY, ILLINOIS.



# EXHIBIT B-4B

Charwill's Second Resubdivision of Charlestowne Centre Mall  
St. Charles Kane County Illinois



State of Illinois) This is to certify that I, John A. Thornhill, Jr., an Illinois Professional Land Surveyor of Donahue County of Kane) and Thornhill, Inc., have surveyed, subdivided and plotted that part of Lot 1, Charlestowne Centre Mall, St. Charles, Kane County, Illinois, and that part of the Northwest Quarter of Section 25, Township 40 North, Range 2 East of the Third Principal Meridian as follows: Commencing at the southwest corner line and north line extended of Lot 2 in said Illinois Route 88-Smith Road Subdivision, St. Charles, Kane County, Illinois; thence westerly along the north right angles to the last described course 75.30 feet for a point of beginning; thence southerly along the last described course 35.30 feet to said north line extended; thence westerly along said north line extended and said north line 183.48 feet to said southwest corner; thence northerly along the west line and east line extended of Lot 1 in said Illinois Route 88-Smith Road Subdivision 343.90 feet to a point that is 72.63 feet northerly of the northwest corner of Lot 1; thence tangent to a line forming an angle of 133°57'11" with the last described course (measured clockwise therefrom) 8.43 feet; thence northerly along a curve to the left having a radius of 150.0 feet tangent to the last described course 111.38 feet; thence westerly along a curve to the left having a radius of 43.8 feet tangent to the last described course 70.89 feet; thence westerly along a curve to the right having a radius of 300.0 feet tangent to the last described course 163.25 feet; thence westerly along a line forming an angle of 84°49'19" with a line drawn tangent to the last described curve at the last described point (measured clockwise therefrom) 183.78 feet to the point of beginning; in the City of St. Charles, Kane County, Illinois and containing 3.071 acres as shown by the plat hereon drawn which is a correct representation of said St. Charles, which has adopted an official plan, but that said tract is not located within a special flood hazard area as identified by the Federal Emergency Management Agency. All distances are given in feet and decimal parts thereof.

Dated at Geneva, Illinois, May 31, 1994

Illinois Professional Land Surveyor No. 1740

State of Illinois) Approved by the Plan Commission of the City of St. Charles, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_  
Plan Commission Chairman

State of Illinois) I, Mark W. Koenen, Director of Public Works of the City of St. Charles, Illinois, do hereby County of Kane) certify that the required improvements have been installed, or the required guarantee bond has been posted for the operation of all required land improvements.

Dated at St. Charles, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_  
Director of Public Works

State of Illinois) I, hereby certify that there are no delinquent or unpaid current or forfeited special assessments County of Kane) 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 \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_  
Collector of Special Assessments

State of Illinois) Accepted and approved by the City Council of the City of St. Charles, Illinois, this \_\_\_\_\_ day County of Kane) of \_\_\_\_\_, 19\_\_\_\_

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

State of Illinois) This is to certify that I, Lorraine P. Sava, County Clerk in and for the County and State of Illinois, County of Kane) said, find no redemption tax due, unpaid forfeiture taxes or unpaid current taxes against any of the real estate described in the foregoing surveyor's certificate.

Dated at Geneva, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_  
County Clerk

State of Illinois) This instrument No. \_\_\_\_\_ was filed for record in the Recorder's Office of Kane County, County of Kane) Illinois, on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and was recorded in Plat Envelope No. \_\_\_\_\_

\_\_\_\_\_  
County Recorder

State of New York) This is to certify that Charwill Associates Limited Partnership, an Illinois Limited Partnership, County of Monroe) is the owner of the land described in the foregoing surveyor's certificate and by the duly deputed officer has caused the same to be surveyed, subdivided and plotted as shown by the annexed "CHARWILL'S SECOND RESUBDIVISION OF CHARLESTOWNE CENTRE MALL, ST. CHARLES, KANE COUNTY, ILLINOIS". and it hereby acknowledges and adopts the same under the style and title aforesaid.

Dated at Rochester, New York, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

CHARWILL ASSOCIATES LIMITED PARTNERSHIP  
WILCHAR PROPERTY, INC., an Illinois Corporation, General Partnership

By: \_\_\_\_\_ Attest: \_\_\_\_\_  
Vice President Asst. Secretary

State of New York) I, \_\_\_\_\_, a Notary Public, in and for the County and State aforesaid, County of Monroe) hereby certify that \_\_\_\_\_, Vice President, and \_\_\_\_\_, Assistant Secretary, of Wilchar Property, Inc., who are personally known to me to be the same persons whose names are subscribed to the foregoing owner's certificate, as said officers, appeared before me this day in person and acknowledged the execution of the annexed plat and accompanying instrument as their free and voluntary act and as the free and voluntary act of said Wilchar Property, Inc.

Given under my hand and Notarial Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_  
Notary Public

State of New York) Accepted and approved by The Chase Manhattan Bank, N.A. as mortgagee, County of New York) (Dated at New York, New York, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_)

\_\_\_\_\_  
Attest

DONAHUE AND THORNHILL, INC.  
7 RICHARDS STREET  
GENEVA, ILLINOIS 60134  
(708) 232-7410

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

C E R T I F I C A T E

I, JEAN M. CONNORS, certify that I am the duly elected and acting municipal clerk of the city of St. Charles, Kane and DuPage Counties, Illinois.

I further certify that on June 20, 1994, the Corporate Authorities of such municipality passed and approved Ordinance No. 1994-Z-8, entitled

"AN ORDINANCE AMENDING ORDINANCE NO. 1988-Z-10 (Charlestowne Mall PUD),"

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

The pamphlet form of Ordinance No. 1994-Z-8, including the Ordinance and a cover sheet thereof was prepared, and a copy of such Ordinance was posted in the municipal building, commencing on June 24, 1994, 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 23<sup>rd</sup> day of June, 1994.

  
\_\_\_\_\_  
Municipal Clerk

(S E A L)

**RETURN TO:**  
CITY CLERK  
CITY OF ST. CHARLES  
2 E. MAIN ST.  
ST. CHARLES, IL 60174

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

CERTIFICATION

I, Jean M. Connors, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the city of St. Charles, Kane and DuPage Counties, Illinois, and as such City Clerk, I am the keeper of the records and files of the Mayor and City Council of the said city.

I do further certify that the foregoing constitutes a full, true and complete copy of Ordinance No. 1994-Z-8, entitled

**"AN ORDINANCE AMENDING ORDINANCE NO. 1988-Z-10  
(Charlestowne Mall PUD)"**

I do further certify that the deliberations of the Mayor and City Council on the adoption of said Ordinance were taken openly; that the vote on the adoption of said Ordinance was taken openly; that said meeting was a regular meeting of the Mayor and the City Council, at which time a quorum was present; that said meeting was held at a specified time and place convenient to the public; that said meeting was held in strict accordance with the provisions of the Open Meetings Act, as amended, and that the Mayor and City Council have complied with all of the provisions of said Act and its procedural rules in the adoption of said Ordinance.

IN WITNESS WHEREOF, I have hereto affixed my official signature and the corporate seal of said city of St. Charles, Kane and DuPage Counties, Illinois, this 29<sup>th</sup> day of June, 1994.

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

(SEAL)

**RETURN TO:**  
CITY CLERK  
CITY OF ST. CHARLES  
2 E. MAIN ST.  
ST. CHARLES, IL 60174

CITY OF ST. CHARLES

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ORDINANCE NO. 1995-Z-16

AN ORDINANCE AMENDING ORDINANCE NO. 1988-Z-10  
(CHARLESTOWNE MALL PUD--INCREASED FLOOR AREA)

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ADOPTED BY THE

CITY COUNCIL

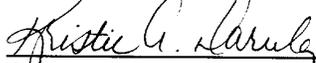
OF THE

CITY OF ST. CHARLES

THIS 4TH DAY OF DECEMBER, 1995

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PUBLISHED IN PAMPHLET FORM BY  
AUTHORITY OF THE CITY COUNCIL  
OF THE CITY OF ST. CHARLES,  
KANE AND DU PAGE COUNTIES,  
ILLINOIS, THIS 8TH DAY OF  
DECEMBER, 1995

  
CITY CLERK

( S E A L )

DATE OF PUBLICATION 12/8/95  
NEWSPAPER Pamphlet Form

REFER TO:  
MINUTES 12/4/95  
PAGE .....

ORDINANCE NO. 1995-Z-16

**AN ORDINANCE AMENDING ORDINANCE No. 1988-Z-10  
(Charlestowne Mall PUD--Increased Floor Area)**

**WHEREAS**, a petition to amend Ordinance No. 1988-Z-10, entitled "AN ORDINANCE GRANTING A SPECIAL USE AS A PLANNED UNIT DEVELOPMENT FOR CHARLES TOWNE MALL" as amended by Ordinance 1991-Z-2, entitled "AN ORDINANCE AMENDING ORDINANCE NO. 1988-Z-10 ENTITLED, 'AN ORDINANCE GRANTING A SPECIAL USE AS A PLANNED UNIT DEVELOPMENT FOR CHARLESTOWNE MALL' and by Ordinance 1994-Z-8 entitled "AN ORDINANCE AMENDING ORDINANCE NO. 1988-Z-10 (Charlestowne Mall PUD)" (hereinafter collectively referred to as the "ORDINANCE"), for the real estate described in Exhibit "I" attached hereto and made a part hereof (hereinafter referred to as "SUBJECT REALTY"), has been filed by Charwil Associates Limited Partnership, owner of the SUBJECT REALTY (hereinafter referred to as "OWNER"); and

**WHEREAS**, said petition requests an amendment to the ORDINANCE for the purpose of increasing the gross leasable area and gross building area permitted within the SUBJECT REALTY; and

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

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

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

**SECTION 1.** That Ordinance No. 1988-Z-10 entitled "AN ORDINANCE GRANTING A SPECIAL USE AS A PLANNED UNIT DEVELOPMENT FOR

CHARLES TOWNE MALL" be and is hereby amended as follows:

A. Paragraph 2.A.2 (Maximum Floor Area) shall be deleted in its entirety, and the following substituted therefor:

"The total gross leasable floor area, as defined in Exhibit 'B-2' attached hereto and made part hereof, shall not exceed 925,000 square feet with the maximum of all floor area not exceeding 1,200,000 square feet of gross building area as defined in Exhibit 'B-2'."

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

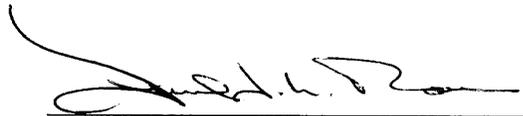
**SECTION 3.** That this Ordinance may be recorded in the office of the Kane County Recorder of Deeds by OWNER or City; the OWNER shall pay the recording fee.

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

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 4th day of December, 1995.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 4th day of December, 1995.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois this 4th day of December, 1995.



MAYOR

Ordinance No. 1995-Z-16  
Page 3

ATTEST:

  
\_\_\_\_\_  
CITY CLERK

COUNCIL VOTE:  
AYES: 12  
NAYS: 0  
ABSENT: 2

EXHIBIT "I"

PARCEL ONE:

LOT 1 OF CHARLESTOWNE CENTRE MALL, ST. CHARLES, KANE COUNTY, ILLINOIS (EXCEPT THAT PART DESCRIBED AS FOLLOWS:: COMMENCING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 64 WITH THE EAST LINE OF SAID NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTHERLY ALONG SAID EAST LINE 589.91 FEET; THENCE WESTERLY AT RIGHT ANGLES TO SAID EAST LINE 235.0 FEET FOR A POINT OF BEGINNING; THENCE SOUTHERLY PARALLEL WITH SAID EAST LINE 226.43 FEET TO THE CENTER LINE OF SMITH ROAD; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID SMITH ROAD FORMING AN ANGLE OF 30 DEGREES, 25 MINUTES, 57 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM) 262.61 FEET TO THE LINE DRAWN AT RIGHT ANGLES TO SAID EAST LINE FROM THE POINT OF BEGINNING; THENCE WESTERLY ALONG SAID LINE 133.02 FEET TO THE POINT OF BEGINNING, AND ALSO EXCEPT THAT PART DESCRIBED AS FOLLOWS:: COMMENCING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 64 WITH THE EAST LINE OF SAID NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTHERLY ALONG SAID EAST LINE 296.64 FEET; THENCE WESTERLY AT RIGHT ANGLES TO SAID EAST LINE 383.48 FEET FOR A POINT OF BEGINNING; THENCE SOUTHERLY PARALLEL WITH SAID EAST LINE 185.91 FEET TO THE CENTER LINE OF SMITH ROAD; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID SMITH ROAD FORMING AN ANGLE OF 30 DEGREES, 25 MINUTES, 57 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM) 215.62 FEET TO A LINE DRAWN AT RIGHT ANGLES TO SAID EAST LINE FROM THE POINT OF BEGINNING; THENCE WESTERLY ALONG SAID LINE 109.22 FEET TO THE POINT OF BEGINNING; AND ALSO EXCEPT LOT 1 OF CHARWIL'S FIRST RESUBDIVISION OF PART OF LOT 1 CHARLESTOWNE CENTRE MALL, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS); IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS; AND

PARCEL TWO:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:: COMMENCING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 64 WITH THE EAST LINE OF SAID NORTHEAST 1/4; THENCE NORTHERLY ALONG SAID EAST LINE 589.91 FEET FOR THE POINT OF BEGINNING; THENCE WESTERLY AT RIGHT ANGLES TO SAID EAST LINE 101.98 FEET TO AN ANGLE IN THE EASTERLY LINE OF CHARLESTOWNE CENTRE MALL, ST. CHARLES, KANE COUNTY, ILLINOIS, BEING ON THE CENTER LINE OF SMITH ROAD; THENCE NORTHERLY ALONG AN EAST LINE OF SAID CHARLESTOWNE CENTRE MALL FORMING AN ANGLE OF 89 DEGREES, 51 MINUTES, 00 SECONDS WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREOF) 110.0 FEET; THENCE EASTERLY AT RIGHT ANGLES TO THE EAST LINE OF SAID QUARTER 102.27 FEET TO SAID EAST LINE; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID QUARTER 110.0 FEET TO THE POINT OF BEGINNING. IN THE CITY AND TOWNSHIP OF ST. CHARLES, KANE COUNTY, ILLINOIS; AND

PARCEL THREE:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 8 EAST OF

THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:: COMMENCING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 64 WITH THE EAST LINE OF SAID NORTHEAST 1/4; THENCE NORTHERLY ALONG SAID EAST LINE 296.64 FEET; THENCE WESTERLY AT RIGHT ANGLES TO SAID EAST LINE 235.0 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING WESTERLY ALONG THE PROLONGATION OF THE LAST DESCRIBED COURSE 39.26 FEET TO THE CENTER LINE OF SMITH ROAD; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID SMITH ROAD FORMING AN ANGLE OF 59 DEGREES, 34 MINUTES, 03 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED COUNTERCLOCKWISE THEREFROM) 77.52 FEET TO A LINE DRAWN PARALLEL WITH SAID EAST LINE FROM THE POINT OF BEGINNING; THENCE SOUTHERLY ALONG SAID PARALLEL LINE 66.84 FEET TO THE POINT OF BEGINNING, IN ST. CHARLES TOWNSHIP, KANE COUNTY, ILLINOIS; AND

PARCEL FOUR:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:: COMMENCING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 64 WITH THE EAST LINE OF SAID NORTHEAST 1/4; THENCE NORTHERLY ALONG SAID EAST LINE 296.64 FEET; THENCE WESTERLY AT RIGHT ANGLES TO SAID EAST LINE 383.48 FEET; THENCE SOUTHERLY PARALLEL WITH SAID EAST LINE 185 FEET TO THE CENTER LINE OF SMITH ROAD FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTHERLY PARALLEL WITH SAID EAST LINE 116.14 FEET TO THE CENTER LINE OF SAID STATE ROUTE; THENCE WESTERLY ALONG THE CENTER LINE OF SAID STATE ROUTE 68.35 FEET TO THE CENTER LINE OF SAID SMITH ROAD EXTENDED SOUTHWESTERLY; THENCE NORTHEASTERLY ALONG THE CENTER LINE EXTENDED AND THE CENTER LINE OF SAID SMITH ROAD 134.93 FEET TO THE POINT OF BEGINNING, IN ST. CHARLES TOWNSHIP, KANE COUNTY, ILLINOIS.

