

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

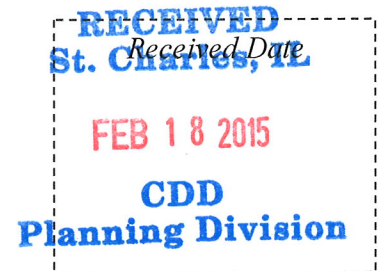


COMMUNITY & ECONOMIC DEV./PLANNING DIVISION

PHONE: (630) 377-4443 FAX: (630) 377-4062

CONCEPT PLAN APPLICATION

CITYVIEW	
Project Name:	<u>Woodward Court</u>
Project Number:	<u>2015 -PR- 003</u>
Application Number:	<u>2015 -AP- 007</u>



To request review of a Concept Plan for a property, complete this application and submit it with all required attachments to the Planning Division.

When the application is complete and has been reviewed by City staff, we will schedule a Plan Commission review, as well as a review by the Planning and Development Committee of the City Council. While these are not formal public hearings, property owners within 250 ft. of the property are invited to attend and offer comments.

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

1. Property Information:	Location: Pine Ridge Park - St. Charles	
	Parcel Number (s): 09-29-452-009, 09-29-452-008, 09-29-452-007, 09-29-479-005, 09-29-479-006, 09-29-479-007, and 09-29-426-003	
	Proposed Project Name: Woodward Court	
2. Applicant Information:	Name 1300 Spring Street, LLC	Phone 630-659-0133
	Address 40W304 LaFox Road, Suite B St. Charles, IL 60175	Fax 630-659-0110
		Email mchorneyko@aol.com
3. Record Owner Information:	Name Real Property Holdings - St. Charles, IL, LLC	Phone 216-222-6021
	Address 1900 East 9th Street, 22nd Floor Attn: Charles Buttle, Vice President Mail Stop: B7-4B13-22-1 Cleveland, OH 44144	Fax 855-843-2338
		Email

Please check the type of application:

- PUD Concept Plan:** Proposed Name: Woodward Court
- Subdivision Concept Plan** Proposed Name: _____
- Other Concept Plan** _____

Zoning and Use Information:

Current zoning of the property: BC - PUD #80

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

Current use of the property: Vacant

Proposed zoning of the property: RM -3 PUD? Yes

Proposed use of the property: Multi-Family Dwellings

Comprehensive Plan Designation: BC

Attachment Checklist

REIMBURSEMENT OF FEES AGREEMENT:

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

REIMBURSEMENT OF FEES INITIAL DEPOSIT:

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

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

PROOF OF OWNERSHIP and DISCLOSURE: See Exhibit "B"

- a) a current title policy report; or
- b) a deed and a current title search.

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

NOTE: Private covenants and deed restrictions can limit private property rights with respect to the use of land even though the City's Zoning Ordinance may authorize the use or a less restrictive use. We strongly advise that

you perform a title search on the property to determine if there any private covenants containing use restrictions or other deed restrictions. As those private covenants and deed restrictions may conflict with the City's Zoning Ordinance, it is further recommended that you consult with an attorney to obtain an opinion with respect to whether your intended use is compatible with those restrictions.

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

✗ **PLAT OF SURVEY:**

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

✗ **AERIAL PHOTOGRAPH:**

Aerial photograph of the site and surrounding property at a scale of not less than 1"=400', preferably at the same scale as the concept plan.

✗ **PLANS:**

All required plans shall be drawn on sheets no larger than 24" x 36", unless the Director of Community Development permits a larger size when necessary to show a more comprehensive view of the project. All required plans shall show north arrow and scale, and shall be drawn at the same scale (except that a different scale may be used to show details or specific features). All plans shall include the name of the project, developer or owner of site, person or firm preparing the plan, and the date of plan preparation and all revisions. A pdf document file or files of all plans shall be required with each submittal. The number of paper plans required shall be as determined by the Director of Community Development, based upon the number of copies needed for review.

Copies of Plans:

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

Concept Plans shall show:

1. Existing Features:

- Name of project, north arrow, scale, date
- Boundaries of property with approximate dimensions and acreage
- Existing streets on and adjacent to the tract
- Natural features including topography, high and low points, wooded areas, wetlands, other vegetative cover, streams, and drainage ways.
- General utility locations or brief explanation providing information on existing sanitary sewer, storm sewer, water, and other utilities necessary to service the development.

2. Proposed Features:

- Name of project, north arrow, scale, date
- Boundaries of property with approximate dimensions and acreage
- Site plan showing proposed buildings, pedestrian and vehicular circulation, proposed overall land use pattern, open space, parking, and other major features.
- Architectural elevations showing building design, color and materials (if available)
- General utility locations or brief explanation providing information on existing sanitary sewer, storm sewer, water, and other utilities necessary to service the development

☒ SUMMARY OF DEVELOPMENT: See Exhibit "C"

Written information including:

- List of the proposed types and quantities of land use, number and types of residential units, building coverage, floor area for nonresidential uses and height of proposed buildings, in feet and number of stories.
- Statement of the planning objectives to be achieved and public purposes to be served by the development, including the rationale behind the assumptions and choices of the applicant
- List of anticipated exceptions or departures from zoning and subdivision requirements, if any

☒ PARK AND SCHOOL LAND/CASH WORKSHEETS

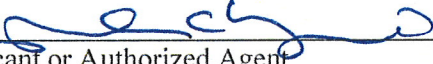
For residential developments, Park and School land/cash worksheets in accordance with Title 16 of the St. Charles Municipal Code with population projections establishing anticipated population and student yields.

- ☒ INCLUSIONARY HOUSING SUMMARY:** For residential developments, submit information describing how the development will comply with the requirements of Chapter 17.18, Inclusionary Housing.

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

Record Owner

Date



Applicant or Authorized Agent

2-17-15

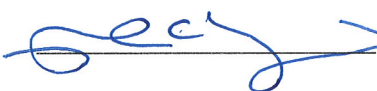
Date

**OWNERSHIP DISCLOSURE FORM
LIMITED LIABILITY COMPANY (L.L.C.)**

STATE OF ILLINOIS)
) SS.
KANE COUNTY)

I, Michael-Dean Chorneyko, being first duly sworn on oath depose and say that I am
Manager of 1300 Spring Street, LLC, an Illinois Limited Liability
Company (L.L.C.), and that the following persons are all of the members of the said L.L.C.:

<u>Gerald R. Hubbe</u>	_____
<u>Michael-Dean Chorneyko</u>	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

By:  Manager

Subscribed and Sworn before me this 17th day of
February, 20 15.


Notary Public

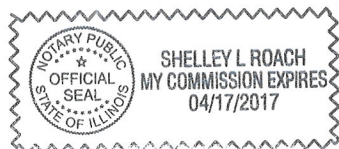


EXHIBIT "A" – Woodward Court Project

LOTS 1 THROUGH 3, BOTH INCLUSIVE, AND 16 OF PINE RIDGE PARK PHASE 1, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 31, 2006 AS DOCUMENT NUMBER 2006K011887, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

ALSO

LOTS 17 AND 18 OF PINE RIDGE PARK PHASE II, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 11, 2007 AS DOCUMENT NUMBER 2007K039250, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

ALSO

LOT 19 OF RESUBDIVISION OF PART OF PARCEL 1 IN PINE RIDGE PARK PHASE I, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 20, 2012 AS DOCUMENT NUMBER 2012K089448, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

WOODWARD COURT

Summary of Apartment Development
 Woodward Drive & Oak Street
 St. Charles, IL 60175
 February 17, 2015

Site area: ~13.02 Acres

Use: Dwelling – Multiple Family

Existing Zoning: BC – PUD#80
 Proposed Zoning: RM-3

Bulk Requirements	Allowed	Actual
Units per Acre	20	18.5
Minimum Lot Width	65'	~272'
Maximum Building Coverage	40.00%	18.00%
Maximum Building Height	45' or 4 Stories	37'-6" & 3 Stories
Minimum Front Yard	30'	30'
Minimum Interior Side Yard	25'	25'
Minimum Exterior Side Yard	30'	30'
Minimum Rear Yard	30'	30'
Landscape Buffer Yard	30'	30'

Building Information:

- Multiple Family Apartments
- 10 buildings @ 3 stories each
- 9,448sf footprint per apartment building
- 28,334sf per apartment building
- 24 units/apartment building
- 12 one bedroom ~865sf
- 12 two bedroom ~1,100sf
- 240 units in overall project
- Clubhouse ~5,000sf
- Exterior Veneers:
- Fiber cement veneer
- Aluminum coping
- Type 5A Construction
- Fully Sprinklered

Parking:

- 120 One Bedroom @ 1.2 spaces = 144 spaces required
- 120 Two Bedroom @ 1.7 spaces = 204 spaces required
- Total parking spaces required = 348 spaces required
- Actual spaces = 364
- 348 spaces for apartments & 16 spaces for the clubhouse

Anticipated Construction Start: 9/1/15

Exceptions or departures from zoning and subdivision requirements:

1. Rezone Property from BC PUD#80 to RM-3
2. Building Materials – Veener – Request that fiber cement stacked stone be considered as an acceptable veneer for portions of the facade.
 - A. Example Product for Reference – Nichiha StackedStone – KuraStone.
 - B. Dimensions of panel – 6”H x 25-5/8”L

WOODWARD COURT

Statement of Planning Objectives
Woodward Drive & Oak Street
St. Charles, IL 60175
February 17, 2015

Planning Objectives

The developer's objectives are to serve the market demand for upscale residential rental apartments within the western corridor of St. Charles. The project will consist of the highest quality architectural design elements and interior finishes. The project will have shared community amenities for residents including a Clubhouse including outdoor pool area, fitness center, meeting/media rooms and kitchen area for catering utilization. The site plan is a European inspired design including open park like areas, courtyards and circulation patterns.

Rationale / Market Demand

The rental market is continuously evolving whereby the more recent economic challenges has created a demand for upscale rentals for the young professionals that either don't want to own due to the recent housing collapse or they can't afford to purchase, but prefer to rent in an area with quality construction, finishes and amenities. The active seniors experiencing a change in their lifestyle are desiring to downsize and are also looking for quality rentals within the market area to be active and close to their young families.

RESIDENTIAL ZONING COMPLIANCE TABLE

Name of Development: Woodward Court

	Zoning District Requirement	Existing PUD Requirement (if applicable)	Proposed
	District:	Ordinance #:	
Minimum Lot Area	20		18.5
Minimum Lot Width	65'		~272'
Maximum Building Coverage	40.00%		18.00%
Maximum Building Height	45' or 4 Stories		37'-6" & 3 Stories
Minimum Front Yard	30'		30'
Interior Side Yard	25'		25'
Exterior Side Yard	30'		30'
Minimum Rear Yard	30'		30'
% Overall Landscape Area			
Building Foundation Landscaping			
% Interior Parking Lot Landscape			
Landscape Buffer Yards ¹			
# of Parking spaces	348		364 (including 16 at the Clubhouse)

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



March 5, 2015

Russel Colby, Planning Division Manager
Ellen Johnson, Planner
Department of Planning
City of St. Charles, IL

Woodward Court Development
Concept Plan
Dedications

Below is a list of proposed amenities with their estimated sizes & costs. With these amenities we are looking for relief from the Parks Department Dedication requirements.

Swimming Pool & Patio **\$ 310,000**

2,500 sf

Swimming pool, patio, outdoor pavilion with grills

Community Center **\$ 380,000**

2,400 sf

Entertainment room, Catering Kitchen, Locker rooms, Fitness room

Walking Paths **\$ 130,000**

4,500 lf (21,600 sf)

Outdoor Pavilions **\$ 120,000**

3 outdoor pavilions with patios & grills

Community Garden plats **\$ 10,000**

6,000 sf

Raised paver garden plats

Total cost of amenities **\$ 950,000**

SCHOOL LAND/CASH WORKSHEET

City of St. Charles, Illinois

Name of Development	<u>Woodward Court</u>
Date Submitted:	_____
Prepared by:	_____



Estimated Student Yield by Grades

Type of Dwelling	# of dwelling Units (DU)	Elementary (Grades K to 5)		Middle (Grades 6 to 8)		High (Grades 9 to 12)	
Detached Single Family							
➤ 3 Bedroom		DU x .369	=	DU x .173	=	DU x .184	=
➤ 4 Bedroom		DU x .530	=	DU x .298	=	DU x .360	=
➤ 5 Bedroom		DU x .345	=	DU x .248	=	DU x .300	=
Attached Single Family							
➤ 1 Bedroom		DU x .000	=	DU x .000	=	DU x .000	=
➤ 2 Bedroom		DU x .088	=	DU x .048	=	DU x .038	=
➤ 3 Bedroom		DU x .234	=	DU x .058	=	DU x .059	=
➤ 4 Bedroom		DU x .322	=	DU x .154	=	DU x .173	=
Apartments							
➤ Efficiency		DU x .000	=	DU x .000	=	DU x .000	=
➤ 1 Bedroom	120	DU x .002	= .24	DU x .001	= .12	DU x .001	= .12
➤ 2 Bedroom	120	DU x .086	= 10.32	DU x .042	= 5.04	DU x .046	= 5.52
➤ 3 Bedroom		DU x .234	=	DU x .123	=	DU x .118	=

Totals 240 TDU 10.56 TE 5.16 TM 5.64 TH

School Site Requirements

Type	# of students	Acres per student	Site Acres
Elementary (TE)	10.56	x .025	= .264
Middle (TM)	5.16	x .0389	= .200
High (TH)	5.52 5.64	x .072	= .397 .406

Total Site Acres ~~-.861~~ **.870**

Cash in lieu of requirements -

~~-.861~~ **.870** (Total Site Acres) x \$240,500 (Fair Market Value per Improved Land) = \$ ~~207,070.50~~ **209,235.00**

PLAT OF SURVEY

OF

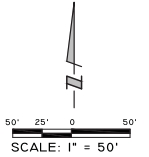
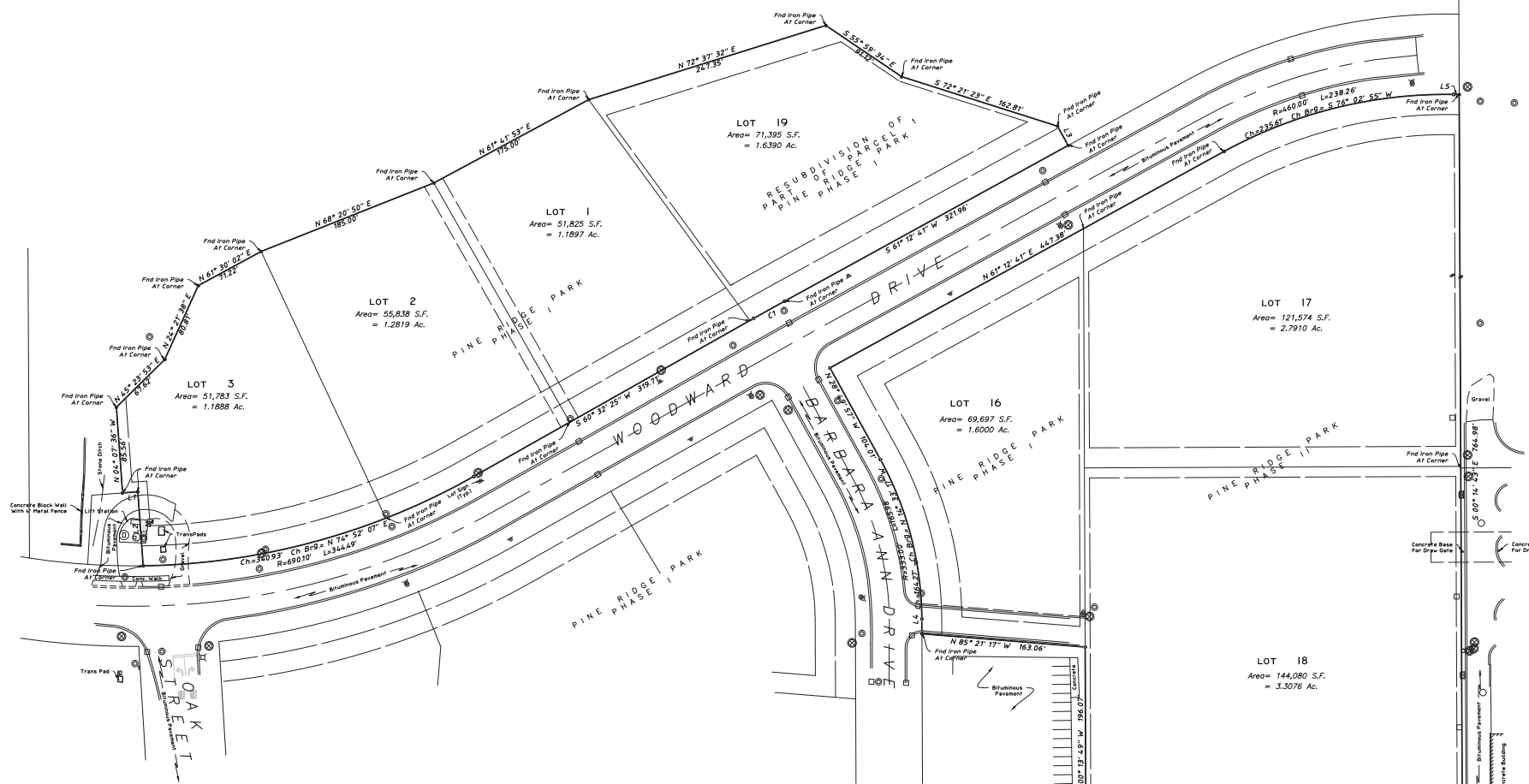
LOTS 1 THROUGH 3, BOTH INCLUSIVE, AND 19 OF PINE RIDGE PARK PHASE I, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 31, 2006 AS DOCUMENT NUMBER 2006K011887, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

ALSO LOTS 17 AND 18 OF PINE RIDGE PARK PHASE II, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 11, 2007 AS DOCUMENT NUMBER 2007K039290, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

ALSO LOT 19 OF RESUBDIVISION OF PART OF PARCEL 1 IN PINE RIDGE PARK PHASE I, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 20, 2012 AS DOCUMENT NUMBER 2012K089448, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

Line	Direction	Length
L1	S 85° 52' 24.47" W	15.21'
L2	N 4° 07' 35.53" W	73.86'
L3	S 28° 47' 18.78" E	21.87'
L4	N 0° 10' 27.39" W	14.63'
L5	S 89° 06' 41.72" E	5.58'

Curve	Length	Radius	Chord	Chord Bearing
C1	35.60'	3040.00'	35.60'	S 60° 52' 45" W



- LEGEND**
- Manhole
 - Catch Basin
 - Flared End Section
 - Fire Hydrant
 - Valve Vault
 - Valve Box
 - Light Pole
 - Hand Hole
 - Fence
 - Pipe Bollard
 - Sign
 - Gas Meter
 - Electrical Pedestal
 - Electric Manhole
 - Electric Meter
 - Curb & Gutter
 - Depressed Curb
 - Retaining Wall
 - Recorded
 - Measured
 - On Line

AREA SUMMARY

Parcel 1	51,783 S.F.	1.1888 Ac.
Parcel 1	55,838 S.F.	1.2819 Ac.
Parcel 1	51,825 S.F.	1.1897 Ac.
Parcel 1	71,395 S.F.	1.6300 Ac.
Parcel 1	69,897 S.F.	1.6000 Ac.
Parcel 1	121,574 S.F.	2.7910 Ac.
Parcel 2	144,080 S.F.	3.3076 Ac.
TOTAL	566,192 S.F.	12.998 Ac.

- Surveyor's notes:**
- Field work was completed on October 1, 2014.
 - The basis of bearing shown hereon is assumed.
 - Underground utilities are not shown hereon.
 - A title commitment policy was not provided for this survey. This property may be subject to easements and/or restrictions not provided to the surveyor prior to the completion of this survey.

State of Illinois)
 County of Cook) SS:
 This professional service conforms to the current Illinois minimum standards for a boundary survey.
 Schaumburg, Illinois February 17, 2015
 By: _____ Illinois Professional Land Surveyor No. 3695



EXPIRES 11-30-16

HAEGER ENGINEERING
 consulting engineers • land surveyors
 1304 N. Burn Grove Road, Schaumburg, IL 60173
 Tel: 815.394.6400 Fax: 815.394.6008
 Illinois Professional Design Firm License No. 184-003192
 www.haegerengineering.com

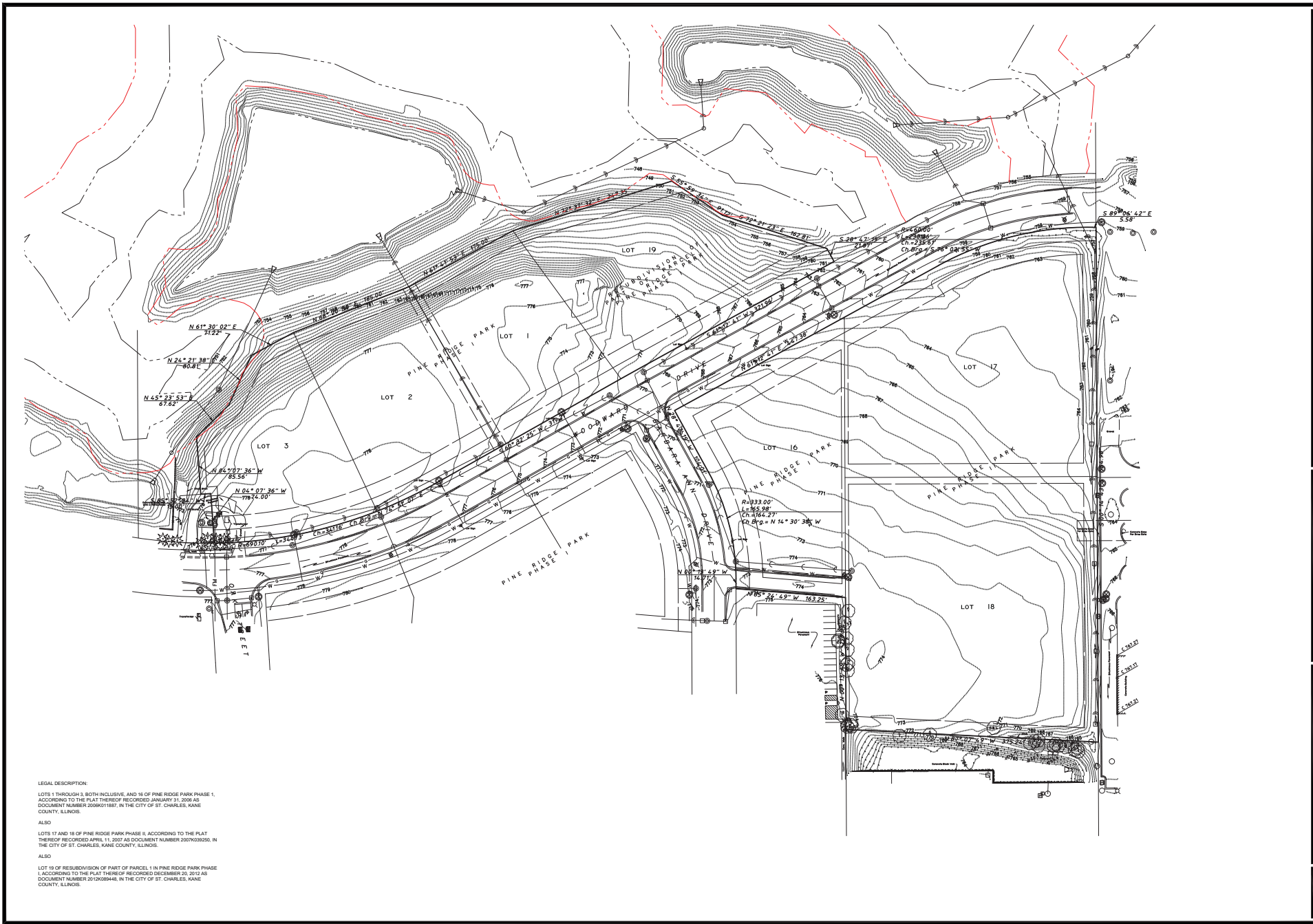


HAGER ENGINEERING
 CONSULTANTS
 15204 N. 40th Street, Scottsdale, AZ 85254
 Tel: 480.278.4600 Fax: 480.278.4608
 www.hagerengineering.com

SITE AERIAL EXHIBIT
WOODWARD COURT
PINE RIDGE PARK

Project Manager: MEA
 Engineer: 2-17-2015
 Project No. 14-101
 Sheet 1

Plot Date: Feb 16, 2015 - 4:17pm Plotted By: mba
 File Name: P:\2014\14101\Drawings\Exhibits\14101_Site_Aerial_Exhibit.dwg



LEGAL DESCRIPTION:
 LOTS 1 THROUGH 3, BOTH INCLUSIVE, AND 16 OF PINE RIDGE PARK PHASE I, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 31, 2006 AS DOCUMENT NUMBER 2006011887, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.
 ALSO
 LOTS 17 AND 18 OF PINE RIDGE PARK PHASE II, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 11, 2007 AS DOCUMENT NUMBER 2007039250, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.
 ALSO
 LOT 19 OF RESUBDIVISION OF PART OF PARCEL 1 IN PINE RIDGE PARK PHASE I, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 20, 2012 AS DOCUMENT NUMBER 2012038448, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.



No.	Date	Revision

HAEGER ENGINEERING
 CONSULTANTS
 1324 N. Main Street, St. Charles, IL 60153 • Tel: 618.294.6600 • Fax: 618.294.6609
 Illinois Professional Design Firm License No. 184600132
 www.haegerengineering.com

**EXISTING CONDITIONS
 PLAN
 WOODWARD COURT
 PINE RIDGE PARK
 ST. CHARLES**

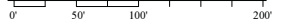
Project Manager: MLA
 Engineer:
 Date: 2-17-2015
 Project No. 14.101
 Sheet 1



Woodward Court
Pine Ridge Park
St. Charles, IL

Architectural Site Plan

Scale: 1" = 100'



01/21/15



Color Perspective



Woodward Court
Pine Ridge Park
St. Charles, IL



Color Elevations



Woodward Court
Pine Ridge Park
St. Charles, IL

3/5/15

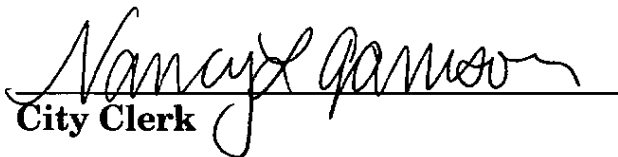
City of St. Charles, Illinois

Ordinance No. 2006-Z-4

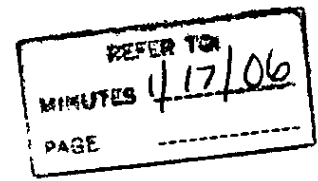
**An Ordinance Rezoning Property and Granting a
Special Use as a Planned Unit Development for Pine-
Ridge Park and Regency Estates PUD (A Portion of the
West Gateway PUD)**

**Adopted by the
City Council
of the
City of St. Charles
January 17, 2006**

**Published in pamphlet form by
authority of the City Council
of the City of St. Charles,
Kane and Du Page Counties,
Illinois, January 20, 2006**


City Clerk





ORDINANCE NO. 2006-Z-4

AN ORDINANCE REZONING PROPERTY AND GRANTING A SPECIAL USE AS A PLANNED UNIT DEVELOPMENT FOR PINE-RIDGE PARK AND REGENCY ESTATES PUD (A PORTION OF THE WEST GATEWAY PUD)

WHEREAS, a petition for rezoning from the R-1 Single Family Residence District to the R-4A Attached Single Family Residence District for the real estate described in Exhibit I attached hereto and made a part hereof (hereinafter sometimes referred to as "Regency Estates") has been filed by Regency Estates, L.L.C., being the owner of record of Regency Estates; and

WHEREAS, a petition for rezoning from the R-1 Single Family Residence District to the B-3 Service Business District for the real estate described in Exhibit II attached hereto and made a part hereof (hereinafter sometimes referred to as "Pine Ridge Park") has been filed by Pine Ridge Park, L.L.C., being the owner of record of Pine Ridge Park; and

WHEREAS, a petition for granting a Special Use as a Planned Unit Development for Regency Estates and Pine Ridge Park, being the real estate described in Exhibit "III" attached hereto and made a part hereof, (hereinafter sometimes referred as "Subject Realty") has been filed by Pine Ridge Park, L.L.C. and Regency Estates, L.L.C., being the owners of record (hereinafter sometimes collectively referred to as "OWNERS") of the Subject Realty; and

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

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

WHEREAS, the City Council of the City of St. Charles hereby makes the following findings of fact:

FINDINGS OF FACT FOR REZONING:

1. Existing uses of property within the general area of the Subject Realty.

The property to the north is owned by Kane County Forest Preserve District and is passive open space, not currently used for active recreation use. At the southeast corner of the Subject Realty, several retail uses already exist along Main Street, including a bowling alley and a tavern. To the south, across Main St. there are several service uses, including the Post Office, a bank, a vending service company, and a rental company. Additional retail uses are planned as part of the recently approved Zylstra Center PUD, at the NE corner of Main Street

and Randall Road. The property to the west is currently industrial and vacant, and the property to the east is vacant.

2. The zoning classification of property within the general area of the Subject Realty.

The property to the North is zoned R-1 PUD, the property to the south is B-3 Service Business and E-1 Single Family Estate. The E-1 parcels are recently annexed properties that either contain business uses (such as St. Charles Bowl), or are planned for office use. The property to the east is zoned M-1, Manufacturing. The property to the west is zoned R-1 PUD which permits commercial and residential uses.

3. The suitability of the Subject Realty to the uses permitted under the existing zoning classification.

The R-1 classification does not accommodate the uses contemplated under the existing or proposed PUD, or in the Comprehensive Plan, and the Subject Realty is not well suited to a large lot single family development due to its topography and its proximity to commercial and industrial uses. The City's practice in 1990 was to assign R-1 zoning or other restrictive districts to PUD's, and to grant additional uses and standards via the PUD. City policy has changed, and it is now considered more appropriate for the underlying zoning district(s) in PUD's to more closely align with the uses and standards as the Subject Realty will be developed.

4. The trend of development, if any, in the general area of the Subject Realty.

The trend of development in the area is for commercial and other business uses, for areas either fronting on or in close proximity to Rt. 64. Some multifamily uses are being proposed as one moves further away from the intersection of Randall and Rt. 64 (Remington Glen is under construction).

5. Projected use of the Subject Realty, as indicated in the Comprehensive Plan.

The Comprehensive Plan designation for the Subject Realty is for Retail and Service – a mix of retail, services and other similar business uses.

FINDINGS OF FACT FOR SPECIAL USE:

1. That the establishment, maintenance or operation of the Special Use will not be detrimental to or endanger the public health, safety, comfort or general welfare.

The Special Use for a PUD is already in place. This proposal calls for the modification of the specific location of the permitted residential and retail commercial areas (legal descriptions) already approved within the existing PUD. The site plan indicates that the site will be developed in an orderly manner, and will not be detrimental to or endanger the public health,

safety, comfort or general welfare.

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

The Special Use will offer a planned opportunity for retail to develop along the Route 64 corridor and in the interior of the Subject Realty. Retail and office uses along Rt. 64 are anticipated in the City's Comprehensive Plan. The Special Use will compliment other retail development in the vicinity. The residential portion of the proposed PUD will be tucked away in the north-west corner, and eventually will be connected to other residential uses to the west.

3. **That the establishment of the Special Use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.**

The Special Use will promote the orderly development of the surrounding property by the proposed extension of roads and utilities. The proposed uses will not impede the development or improvement of surrounding properties. On the contrary, it is hoped that the proposed PUD will function as a catalyst.

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

The necessary infrastructure in terms of roads and utilities will be constructed as part of this PUD. The site is proposed to be served by the planned extension of Oak Street and via the existing Barbara Ann Drive off of Rt. 64. Additionally, there is a right-in-right-out access proposed at the western corner of the Subject Realty. A new road (Woodward Drive), running in the east-west direction along the length of the Subject Realty will provide future connections to Randall Road to the east, as well as a future connection to the property to the west and to Peck Rd. On-site detention will be provided as part of this PUD.

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

As mentioned above, the site will be adequately served by roads with direct access off of Rt. 64. Access will consist of a right in/right out, a full access at Oak Street, and a full access at the existing Barbara Ann Drive, which is proposed to be dedicated. The new east-west road will assist in relieving congestion at the intersection of Main Street and Randall Road, once it is connected to Randall and Peck via adjoining developments.

6. **That the Special Use shall, in all other respects, conform to the applicable regulations of the B-3 Service Business District and the R-4A Single Family Attached Residence District, as appropriate, except as such regulations may in each instance be modified by**

the City Council pursuant to recommendations of the Plan Commission.

The Special Use will conform to all other applicable regulations of the B-3 and R-4A Districts as well as the provisions of the Special Use granting the Planned Unit Development.

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

SECTION 1. That Section 17.02.180 of Title 17 of the St. Charles Municipal Code, as amended, and as set forth in the Zoning District Map as described therein and on file in the Office of the City Clerk, is hereby amended by: a) rezoning Pine Ridge Park to the B-3 Business Service District, b) rezoning Regency Estates to the R-4A Attached Single Family Residence District and c) the granting of a Special Use as a Planned Unit Development for the entire Subject Realty, pursuant to the provisions of Title 17 of the St. Charles Municipal Code, as amended, all of the Subject Realty being subject to the additional conditions, variations and restrictions hereinafter set forth.

SECTION 2. That the Subject Realty may be developed only in accordance with the St. Charles Municipal Code as now in effect or as hereafter amended (except as specifically varied herein), the requirements of the B-3 or R4A zoning district, as appropriate, together with the requirements of the Special Use for the Planned Unit Development being granted (except as specifically varied herein), and in accordance with the additional procedures, definitions, uses, and restrictions contained herein and set forth in Exhibits "IV-A", "IV-B", "V", "VI-A", "VI-B", "VI-C", "VI-D", "VI-E", "VI-F" and "VI-G", all as attached hereto and made a part hereof..

A. Zoning Requirements and Standards

1. Permitted and Special Uses: Only those uses listed in Exhibit "IV-A" as to Pine Ridge Park and Exhibit "IV-B" as to Regency Estates shall be allowed as permitted and special uses within those respective portions of the Subject Realty, as set forth therein.
2. Residential Density: A maximum of 61 attached single family dwelling units shall be

permitted within Regency Estates. Moderately priced dwelling units (affordable to persons making 80-120% of the Area Median Income of the City of St. Charles, as determined by the City) shall be permitted on the second and third floors of lots 1 through 7 of the Pine Ridge Park; there shall be a maximum of 40 such units.

3. Yard and Setback Requirements: The yard and setback requirements set forth in Exhibit "IV-A" as to Pine Ridge Park and Exhibit "IV-B" as to Regency Estates shall apply to the development of the Subject Realty.
4. Signs: Signs shall be permitted as set forth in the provisions of Title 17 of the St. Charles Municipal Code and of Exhibits "IV-A", "IV-B", "VI-F" and "VI-G".
5. Maximum Floor Area: The maximum floor area of non-residential uses shall be as provided in Exhibit "IV-B".
6. Building Height: The maximum building height in Pine Ridge Park and Regency Estates shall be as provided in Title 17 of the St. Charles Municipal Code, except as specifically provided in Exhibit "IV-A" and "IV-B".
7. Commercial Area Architecture: Buildings and structures constructed from time to time within Pine Ridge Park shall incorporate external materials and features in substantial conformity with Exhibit "IV-A" attached hereto and made a part hereof.

B. Approval: The following plans for Pine Ridge Park and Regency Estates are hereby approved:

1. A one page plan entitled "P.U.D. Concept Plan Regency Estates and Pine Ridge Park" prepared by Trans/Land, Ltd., dated January 13, 2006, a reduced copy of which is attached hereto and made a part hereof as Exhibit "VI-A"; and
2. A one page plan entitled "P.U.D. Preliminary Engineering Plan Regency Estates" prepared by Western Engineering, P.C., dated January 13, 2006, a reduced copy of which is attached hereto and made a part hereof as Exhibit "VI-B"; and
3. A one page plan entitled "P.U.D. Preliminary Plan Regency Estates" prepared by Trans/Land, Ltd., dated July 28, 2005, a reduced copy of

- which is attached hereto and made a part hereof as Exhibit "VI-C"; and
4. Six page landscape plan entitled "Pine Ridge Park Entry Rte 64 & Oak St.", "Pine Ridge Park Frontage Route 64 & Oak Street", "Regency Estates Overall Planting Plan Woodward Drive", "Regency Estates Entrance Woodward Drive", "Regency Estates Common Area Regency Court", and "Regency Estates Townhome Unit Planting Plan Woodward Drive", prepared by Rebecca Eisele of Forstar Landscaping, dated March 25, 2005, a reduced copy of which is attached hereto and made a part hereof as Exhibit "VI-D"; and
 5. A two-page building elevation drawing entitled "Regency Estates" prepared by Michael J. Grimson and Associates, dated April 15, 2004, a reduced copy of which is attached hereto and made a part hereof as Exhibit "VI-E"; and
 6. A two-page signage plan entitled "Pine Ridge Park" prepared by Aurora Sign Company, dated March 22, 2005, attached hereto and made a part hereof as Exhibit "VI-F"; and
 7. A one-page drawing showing a monument sign entitled "Regency Estates" received July 7, 2005, attached hereto and made a part hereof as Exhibit "VI-G".

These plans constitute a PUD Concept Plan for Pine Ridge Park, a PUD Preliminary Plan for Regency Estates, and a Preliminary Plan of Subdivision for Pine Ridge Park.

The OWNERS shall be entitled to all rights and remedies concerning the Regency Estates PUD Preliminary Plans which are provided by City of St. Charles Zoning Code Section 17.42.080 C, and applicable laws of the State of Illinois with respect to preliminary plans following approval thereof by the CITY.

D. Landscaping

Landscaping for a phase or subphase of the development of the Subject Realty shall be completed prior to the occupancy of any structure for that phase or subphase. However, if

conditions beyond the control of the OWNERS of the phase or subphase 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 nine 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.

E. Temporary Facilities

OWNERS may utilize model sales facilities and temporary parking facilities on the residential portion of the Subject Realty from the time a final plat is recorded for a phase of unit of the Subject Realty until one hundred eighty (180) days after occupancy permits have been issued for ninety percent (90%) of the dwelling units permitted within each such phase or unit; such temporary parking facilities shall be removed by OWNER at the end of such 90 day period, at the request of the CITY.

F. Miscellaneous

Provisions of the Annexation Agreement set forth in Exhibit "V" are incorporated herein by reference as if fully set forth herein.

SECTION 3. HOLD HARMLESS AND INDEMNIFICATION

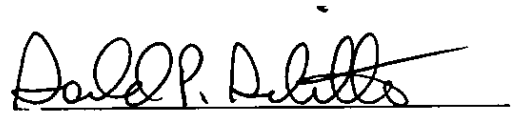
In the event a claim is made against the CITY, its officers, other officials, agents and employees or any of them, or if the CITY is made a party-defendant in any proceeding arising out of or in connection with the approval and issuance of a Special Use Permit for a Planned Unit Development for the Subject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

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

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 17 day of January, 2006.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 17 day of January, 2006.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois this 17 day of January, 2006.


MAYOR

ATTEST

CITY CLERK

COUNCIL VOTE:

AYES: 10

NAYS: 0

ABSENT: 1

August 5, 2005
Project No. 366.002

Exhibit "I-A"

Greg Nutt's tract, St. Charles, Kane County, Illinois

That part of the Southeast Quarter of Section 29, Township 40 North, Range 8 East of the Third Principal Meridian described as follows: Commencing at the southwest corner of said Quarter; thence northerly along the West line of said Quarter 1822.35 feet to the westerly extension of the northerly line of a tract of land conveyed from Janus and Sarah Brown to Robert Banford by Warranty Deed executed May 2, 1853 and recorded June 20, 1853 in Book 30, Page 365 for the point of beginning; thence easterly along said westerly extension and said northerly line and its easterly extension forming an angle of 85°18'28" from the last described course (measured counterclockwise therefrom) 2153.05 feet to the westerly line of a tract of land conveyed to Robert C. Hahn, trustee under trust agreement dated November 13, 1998 by Document 1999K108466; thence southerly along the westerly line of said Hahn tract forming an angle of 94°38'18" from the last described course (measured counterclockwise therefrom) 1044.34 feet to the northerly line of a tract of land conveyed to Joseph and Myra Heger by Warranty Deed recorded December 2, 1957 as Document 850530; thence westerly along the northerly line of said Heger tract forming an angle of 86°54'25" from the last described course (measured counterclockwise therefrom) 375.12 feet to the northwest corner of said Heger tract; thence northerly along the northerly extension of the westerly line of said Heger tract forming an angle of 93°06' from the last described course (measured counterclockwise therefrom) 196.07 feet to a point that is 601.07 feet northerly (as measured along said westerly line and extension thereof) of the center line of Illinois State Route No. 64 to the northeast corner of a tract of land conveyed to American National Bank and Trust Company of Chicago as trustee under Trust No. 5049-AH by Document 96K062242; thence westerly along the northerly line of said tract forming an angle of 94°49' from the last described course (measured clockwise therefrom) 163.25 feet to the northwest corner thereof; thence southerly along the westerly line of said tract parallel with the westerly line of said Heger tract forming an angle of 85°11' from the last described course (measured clockwise therefrom) 602.13 feet to said center line; thence westerly along said center line forming an angle of 85°11' from the last described course (measured counterclockwise therefrom) 0.51 feet to the southeast corner of a tract of land conveyed to the People of the State of Illinois by Document 2004K087894; thence northerly along the easterly line of said tract forming an angle of 85°12'50" from the

prolongation of the last described course (measured clockwise therefrom) 43.41 feet to the northeast corner thereof; thence westerly along the northerly line of said tract forming an angle of $93^{\circ}28'18''$ from the last described course (measured clockwise therefrom) 65.71 feet to the easterly line of a tract of land conveyed to James and Meta Mannion by Document 1999K072828; thence northerly along the easterly line of said Mannion tract forming an angle of $93^{\circ}30'08''$ from the last described course (measured counterclockwise therefrom) 489.98 feet to the northeast corner thereof; thence westerly along the northerly line of said Mannion tract forming an angle of $94^{\circ}49'$ from the last described course (measured clockwise therefrom) 125.87 feet to the northwest corner thereof; thence southerly along the westerly line of said Mannion tract perpendicular to the last described course 179.60 feet to a point that is 350.40 feet northerly (as measured along the westerly line of said Mannion tract) of said center line; thence westerly along a line perpendicular to the last described course 290.0 feet; thence southerly along a line perpendicular to the last described course 350.40 feet to said center line; thence westerly along said center line perpendicular to the last described course 455.57 feet to a point of curvature therein; thence westerly and northwesterly along a curve to the right tangent to the last described course having a radius of 1719.12 feet, 657.14 feet to the West line of said Quarter; thence northerly along said West line 1330.77 feet to the point of beginning in the City of St. Charles, Kane County, Illinois and containing 61.253 acres.

August 5, 2005
Project No. 366.002

Exhibit "I-B"

Proposed Pine Ridge Park, St. Charles, Kane County, Illinois (zoning)

That part of the Southeast Quarter of Section 29, Township 40 North, Range 8 East of the Third Principal Meridian described as follows: Commencing at the southwest corner of said Quarter; thence northerly along the West line of said Quarter 1822.35 feet to the westerly extension of the northerly line of a tract of land conveyed from Janus and Sarah Brown to Robert Banford by Warranty Deed executed May 2, 1853 and recorded June 20, 1853 in Book 30, Page 365; thence easterly along said westerly extension and said northerly line and its easterly extension forming an angle of 85°18'28" from the last described course (measured counterclockwise therefrom) 722.42 feet for a point of beginning; thence continuing easterly along the last described course 1430.63 feet to the westerly line of a tract of land conveyed to Robert C. Hahn, trustee under trust agreement dated November 13, 1998 by Document 1999K108466; thence southerly along the westerly line of said Hahn tract forming an angle of 94°38'18" from the last described course (measured counterclockwise therefrom) 1044.34 feet to the northerly line of a tract of land conveyed to Joseph and Myra Heger by Warranty Deed recorded December 2, 1957 as Document 850530; thence westerly along the northerly line of said Heger tract forming an angle of 86°54'25" from the last described course (measured counterclockwise therefrom) 375.12 feet to the northwest corner of said Heger tract; thence northerly along the northerly extension of the westerly line of said Heger tract forming an angle of 93°06' from the last described course (measured counterclockwise therefrom) 196.07 feet to a point that is 601.07 feet northerly (as measured along said westerly line and extension thereof) of the center line of Illinois State Route No. 64 to the northeast corner of a tract of land conveyed to American National Bank and Trust Company of Chicago as trustee under Trust No. 5049-AH by Document 96K062242; thence westerly along the northerly line of said tract forming an angle of 94°49' from the last described course (measured clockwise therefrom) 163.25 feet to the northwest corner thereof; thence southerly along the westerly line of said tract parallel with the westerly line of said Heger tract forming an angle of 85°11' from the last described course (measured clockwise therefrom) 602.13 feet to said center line; thence westerly along said center line forming an angle of 85°11' from the last described course (measured counterclockwise therefrom) 0.51 feet to the southeast corner of a tract of land conveyed to the People of the State of Illinois by Document 2004K087894; thence northerly along

the easterly line of said tract forming an angle of $85^{\circ}12'50''$ from the prolongation of the last described course (measured clockwise therefrom) 43.41 feet to the northeast corner thereof; thence westerly along the northerly line of said tract forming an angle of $93^{\circ}28'18''$ from the last described course (measured clockwise therefrom) 65.71 feet to the easterly line of a tract of land conveyed to James and Meta Mannion by Document 1999K072828; thence northerly along the easterly line of said Mannion tract forming an angle of $93^{\circ}30'08''$ from the last described course (measured counterclockwise therefrom) 489.98 feet to the northeast corner thereof; thence westerly along the northerly line of said Mannion tract forming an angle of $94^{\circ}49'$ from the last described course (measured clockwise therefrom) 125.87 feet to the northwest corner thereof; thence southerly along the westerly line of said Mannion tract perpendicular to the last described course 179.60 feet to a point that is 350.40 feet northerly (as measured along the westerly line of said Mannion tract) of said center line; thence westerly along a line perpendicular to the last described course 290.0 feet; thence southerly along a line perpendicular to the last described course 350.40 feet to said center line; thence westerly along said center line perpendicular to the last described course 455.57 feet to a point of curvature therein; thence westerly and northwesterly along a curve to the right tangent to the last described course having a radius of 1719.12 feet, 657.14 feet to the West line of said Quarter; thence northerly along said West line 605.80 feet to a point that is 724.97 feet southerly of the westerly extension of the northerly line of said Brown's tract (as measured along said West line); thence easterly along a curve to the left having a radius of 960.0 feet tangent to a line forming an angle of $114^{\circ}10'20''$ from the last described course (measured clockwise therefrom) 182.94 feet; thence easterly along a line tangent to the last described curve at the last described point 508.57 feet; thence easterly along a curve to the left tangent to the last described course having a radius of 690.0 feet, 52.96 feet to a line parallel with said West line from the point of beginning; thence northerly along said parallel line 851.23 feet to the point of beginning in the City of St. Charles, Kane County, Illinois and containing 48.086 acres.

Revised August 5, 2005
Project No. 366.002

Exhibit "I-C"

Proposed Townhome Area for Regency Estates, St. Charles, Kane County, Illinois
(zoning)

That part of the Southeast Quarter of Section 29, Township 40 North, Range 8 East of the Third Principal Meridian described as follows: Commencing at the southwest corner of said Quarter; thence northerly along the West line of said Quarter 1822.35 feet to the westerly extension of the northerly line of a tract of land conveyed from Janus and Sarah Brown to Robert Banford by Warranty Deed executed May 2, 1853 and recorded June 20, 1853 in Book 30, Page 365 for a point of beginning; thence easterly along said westerly extension and said northerly line forming an angle of 85°18'28" from the last described course (measured counterclockwise therefrom) 722.42 feet; thence southerly along a line parallel with the penultimate described course 851.23 feet; thence westerly along a curve to the right having a radius of 690.0 feet tangent to a line forming an angle of 98°51'22" from the last described course (measured clockwise therefrom) 52.96 feet; thence westerly along a line tangent to the last described course at the last described point 508.57 feet; thence westerly along a curve to the right having a radius of 960.0 feet tangent to the last described course 182.94 feet to said West line; thence northerly along said West line 724.97 feet to the point of beginning in the City of St. Charles, Kane County, Illinois and containing 13.167 acres.

EXHIBIT "IV-A"

Development Standards and Design Criteria - Pine Ridge Park

A. The provisions of Chapter 17.24 "B3 Service Business District" shall apply to Pine Ridge Park except that the following provisions for permitted and special uses, floor area ratio, maximum building height, minimum yards and setbacks, sign regulations, landscaping requirements, and architectural standards shall apply in lieu of any conflicting provisions of Chapter 17.24:

1. Permitted and Special Uses

(a) Permitted Uses

- Amusement establishments, including bowling alleys, pool halls, gymnasiums, swimming pools and skating rinks
- Amusement game device arcade provided the arcade meets all the standards and requirements specified for such arcades in the St. Charles Zoning Ordinance
- Antique shops
- Apparel shops
- Art and school supply stores
- Art galleries
- Auction rooms
- Automobile accessory stores
- Automotive vehicle and automotive equipment sales;
- Bakeries, where not more than fifty percent of the floor access is devoted to processing, and not employing more than eight persons
- Banks and financial institutions with or without drive-in lanes
- Barbershops
- Beauty parlors
- Bicycle sales, rental and repair
- Blueprinting and photocopying establishments
- Book/stationery/greeting card stores
- Building material sales, with accessory outside storage, provided outside storage does not exceed sixteen feet in height;
- Contractors' and construction offices
- Camera and photographic supply stores
- Candy and ice cream stores
- Carpet and rug stores
- Caskets and casket supplies
- Catering establishments
- China and glassware stores
- Churches

- Clothing establishments
- Clubs and lodges, private, fraternal, or religious
- Coffee shop
- Coin and philatelic stores
- Computer sales and service
- Convenience stores
- Currency exchanges
- Custom dressmaking
- Department stores
- Drive-in establishments and facilities
- Drug stores
- Dry-cleaning and laundry
- Electronics and household appliance stores
- Employment agencies
- Exterminating shops
- Feed stores
- Fire stations
- Flower shops and greenhouses
- Food stores - including grocery stores, meat markets, bakeries, and delicatessens (retail only)
- Frozen food shops, including locker rental in conjunction therewith
- Fuel and ice sales, retail only
- Furniture stores, including upholstery when conducted as part of the retail operation and secondary to the principal use
- Furrier shops, including incidental storage and conditioning of furs
- Garden supply and seed stores
- Gift shops
- Haberdasheries
- Hardware stores
- Hobby shops
- Interior decorating shops, including upholstery and making of draperies, slipcovers, or other similar articles when conducted as part of the retail operations and secondary to the principal use
- Jewelry stores, including watch repair
- Job printing shops, using presses having beds of not more than fourteen inches and twenty inches
- Landscape contractors
- Laundromats
- Leather goods and luggage store
- Libraries
- Libraries, branch
- Liquor stores, retail sales
- Loan offices
- Machinery and equipment sales, but not including service, repair,

or reconditioning and storage of all machinery shall be within enclosed buildings

- Mail order houses
- 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
- Medical and dental clinics
- Meeting halls
- Millinery shops
- Monument sales
- Motels
- Museums
- Musical instrument sales and repair
- Newspaper offices, but not including printing
- Nurseries
- Nursery schools and day care centers
- Office supply stores
- Offices, business, professional and public
- Opticians and optometrists
- Orthopedic and medical appliance stores, but not including the assembly or manufacture of such articles
- Parking lots and storage garages (automobile)
- Paint and wallpaper stores
- Pet shops
- Physical fitness, gymnasiums and reducing salons
- Photocopying and photography studios
- Picture framing, when conducted on the premises for retail trade
- Plumbing showrooms and shops
- Police stations
- Post office
- Radio and television service and repair shops
- Recording studios
- Recreational buildings, community centers, and meeting halls
- Restaurants with or without drive-in lanes
- 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
- Schools, music, dance or business
- Secondhand stores and rummage shops
- Sewing machine sales and service, household machines only
- Shoe and hat repair stores
- Sporting goods stores
- Tailor shops
- Taxidermists

- Telegraph offices
- Telephone exchanges and telephone transmission equipment buildings and electric distribution centers
- Temporary buildings for construction purposes for a period not to exceed the duration of such construction
- Tobacco shops, retail sales
- Toy shops
- Travel bureaus and transportation ticket offices
- Typewriter and adding machine sales and service establishments
- Undertaking establishments and funeral parlors
- Variety stores
- Vehicle service facilities
- Veterinary clinics
- Video and audio tape and supply stores
- Accessory uses to the permitted uses listed above in this section
- Other accessory uses: Communication antennas

(b) Special Uses

- Outdoor dining
- Outdoor entertainment
- Outdoor sales areas

2. **Floor Area Ratio (FAR):** The Maximum Building Coverage shall be 0.40.
3. **Building Height:** The maximum building height shall be 3 stories or 40 feet, not including screening devices for roof top mechanical equipment, whichever is greater.
4. **Minimum Yards and Setbacks:**
 - (a) Minimum building and parking setback along West Main Street: 50 feet
 - (b) Minimum building setback along collector and arterial streets (other than Main Street): 40 feet
 - (c) Minimum parking setback along collector and arterial streets (other than Main Street): 20 feet
 - (d) Minimum interior side and rear yard for parking along the easterly and northerly property lines of Pine Ridge Park: 5 feet

5. Signs

(a) Freestanding Signs

(i) Number and Size:

(aa) Adjacent to Main Street:

- One double-faced 200 sq. ft. sign at the full access on Main Street;
- One double-faced 100 sq. ft. sign at the right-in-right-out on Main Street;
- Five monument signs (one for each outlot, fronting Main Street) – 32 sq. ft. size, with maximum height not to exceed 8 feet above grade.

(bb) Adjacent to Woodward Drive: One double-faced freestanding monument sign is permitted for each lot – 32 sq. ft. in size with a maximum height of 8 ft. above grade.

(ii) Setback: All freestanding signs shall be setback from the nearest right-of-way a minimum of ten (10) feet.

(iii) Exterior Materials and Design: The base, framing, and display area of a freestanding monument sign shall be architecturally compatible with the materials, colors and design of the building to which it is accessory. There shall be no restriction on the color or any lettering, logos, or other advertising on the sign.

(b) Other Provisions

(i) Other signs including wall signs and awnings are permitted. The surface area of a sign or signs attached to a wall shall not exceed one and one half square feet for each linear foot of frontage of the wall on which the sign or signs are located. Lettering on awnings or canopies shall not exceed one square foot for each linear foot of frontage of the awning or canopy on which the lettering is located. In the case of a use which does not have any exterior wall frontage, the surface area of such sign shall not exceed one and one half (1.5%) percent of the floor area occupied by such use.

(ii) There shall be no flashing lights or moving parts on any sign within the Commercial Parcel.

(iii) Use of awning signage is encouraged to compliment and

harmonize with the building design, materials and colors.

- (iv) Temporary Signs shall comply with the provisions of Section 17.02.150 C. of the St. Charles Zoning Code, except as modified by the provisions of Exhibit "V" to this Ordinance.

6. Landscape Standards: Landscaping shall comply with the provisions of the St. Charles Zoning ordinance and with the following additional requirements:

(a) General Provisions

- (i) The preservation of existing trees and other vegetation shall be considered in the landscape design. Grading and other site improvements shall be designed so as to preserve existing trees whenever practical, while allowing permitted development, in accordance with the provisions of Chapter 8.30 of the St. Charles Municipal Code, "Tree Preservation on Private Property".
- (ii) Landscape design shall provide for appropriate proportion, balance, unity, variety of species, and variety of color and texture evident throughout the four seasons.
- (iii) Landscaping materials native to the region shall be used whenever feasible.
- (iv) Landscaping shall be designed to complement the massing of buildings, screen parking and service areas, and to provide visual relief.
- (v) Landscaping shall be designed so as to reduce the intrusion of headlights and other glare.
- (vi) Landscaping shall be designed with attention to the long-term maintenance of the plant materials. Irrigation systems shall be installed when necessary to ensure long-term maintenance.
- (vii) Earth mounds and berming are encouraged, where appropriate. Berms should be no steeper than a 1 to 3 proportion.

(b) Parking Lot and Vehicle Use Area Internal Planting

- (i) Landscape islands shall be provided so that not more than 20 consecutive parking spaces adjoin each other.

- (ii) The minimum size of landscape islands shall be 9 feet in width and 18 feet in length, and should be graded to provide a crown of approximately 6-12 inches.
- (c) Building Foundation Landscaping
 - (i) Foundation plantings may be formal and uniform, or uneven and naturalistic. Foundation plantings should respond to the materials and form of a building.
 - (ii) Consideration of the mature size of plants is important in the design of foundation plantings. In particular, the relationship of the plant's mature size to the placement and size of windows, architectural features and the height of the building is important.
 - (iii) Foundation plantings for retail buildings should be installed where reasonably practicable across the front facade and along the building at the corner side yards, excepting entrance walks and drives, drive-in facilities and approaches, pedestrian areas and other such features and amenities which are not conducive to foundation plantings.
- (d) Landscaping Signage: Monument signs should have a landscape bed surrounding the base.

7. **Architectural Standards**

A. *Articulation of Building Facades*

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

1. Building walls that are visually prominent as viewed from any public street, or from an internal circulation road that provides access to two or more buildings, should conform with the following standards:
 - a. Walls that are over one-hundred (100) feet in length should incorporate offsets, projections or recesses a minimum of three (3) feet in depth, extending over twenty percent (20%) of the façade, as measured in square feet of wall area.
 - b. Architectural features such as arcades, arbors, windows, doors, entryways, awnings, pilasters, cornices, decorative banding, and other decorative features should comprise at least fifty percent (50%) of visually prominent building walls, as measured in square feet of wall area.
2. All building walls that face the street should have at least two (2) of the following architectural features to avoid the appearance of blank walls facing the street:

- i. change in wall plane of at least two (2) feet,
 - ii. change in wall texture or masonry patterns,
 - iii. transparent windows,
 - iv. columns or pilasters.
3. Building entryways should offer protection from weather such as overhangs, awnings, canopies, etc.
 4. Building design should include features to add identity and architectural interest such as projecting cornices, medallions, lighting fixtures, art work, belt courses of a different color or texture, pilasters, etc.
 5. Predominant façade colors should be subtle, neutral or earth-tones. Primary colors, high-intensity colors, metallic or fluorescent colors, and black are prohibited as predominant façade colors. Building trim and accent areas may be brighter and include primary colors (as detailed in Section G. Colors, below).

B. Windows and Transparency

Intent: Allow people outside commercial buildings to see activity within, and allow people inside to see activity and weather conditions outside.

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

C. Building Entrances and Pedestrian Walkways

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

1. Buildings should have a public entrance on a façade that faces a public street or private drive that provides primary access.
2. All public entrances should be articulated from the building mass. Examples of such

articulation include: canopies or porticos, overhangs, arcades, raised corniced parapets over the door, peaked roof forms, arches, outdoor patio or seating areas, display windows, details such as tile work and moldings integrated into the building design, and integral planters or wing walls that include landscaping or seating.

3. Facades which abut parking areas and contain a public entrance should provide pedestrian walkways and foundation landscape areas parallel to the foundation not less than six (6) feet in width. Sidewalks in this area should have a minimum width of six (6) feet.
4. Pedestrian routes to building entrances should be marked with pavers, striping, or delineated by the design and location of landscape features.

D. Roof Design

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

1. Roof lines should either be varied with a change in height or the incorporation of a major focal point feature, such as a dormer, gable or projected wall feature, minimum of every one-hundred (100) linear feet in building length.
2. Exposed roof materials shall be similar to, or an architectural equivalent of asphalt or fiberglass shingle, wood shingle, standing seam metal roof or better. The roof of any building may be flat.
3. Parapets should feature three-dimensional cornices or other shadow-creating detail elements along their tops.
4. Mansard roof designs are discouraged.
5. "Green roof" designs are encouraged.
6. Pipe stacks and similar appurtenances that are required by code and cannot reasonably be hidden should be concealed as much as possible by location and coloring.

E. Building Wall Materials

Intent: Buildings should be constructed of quality materials that reduce maintenance costs over the life of the building, relate to traditional building materials used historically in Kane County, and reinforce the character of the community. Approved and prohibited building materials are:

1. Approved Materials
 - a. Brick
 - b. Wood
 - c. Native or architectural cast stone

- d. Tinted and/or textured concrete masonry units
 - e. Cement based Stucco
 - f. Tilt-up concrete panels designed with an architectural pattern or a brick veneer are permitted; plain concrete panels are prohibited
2. Prohibited Materials
- a. Smooth-faced, untinted concrete masonry units
 - b. Exterior Insulation Finish Systems
 - c. Vinyl
 - d. Plain tilt-up concrete panels

F. Screening of Mechanical Equipment

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

- a) A raised parapet or other architectural feature that is an integral part(s) of the building may be required as screening for rooftop mechanical equipment or to soften rooftop views.
- b) Screening for rooftop mechanical equipment shall incorporate similar architectural features of the building and/or be constructed of a material and color compatible with other elements of the building.
- c) Incidental rooftop equipment deemed unnecessary to be screened by the Director of Community Development or a designee shall be of color to match the roof or the sky, whichever is more effective.
- d) Equipment used for mechanical, processing, bulk storage tanks, or equipment used for suppressing noise, odors, and the like that protrudes from a side of a building or is located on the ground adjacent to a building shall be screened from public view as much as practical with materials matching the design of the building. Where miscellaneous exterior equipment cannot be fully screened with matching building materials, landscaping may be used as additional screening.

G. Colors

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

H. Compatibility within the Development

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

- a. Type of materials (brick, stone, wood, metal, etc.)
- b. Colors and textures of exterior surfaces
- c. Architectural scale (size and height of buildings, both actual and perceived)
- d. Placement and rhythm of doors, windows, wall planes, visible wall joints, and visible roof elements.

I. Refuse enclosures

Refuse enclosures should be made of the same building materials as the building they are to serve, and should be gated.

EXHIBIT "IV-B"

Development Standards and Design Criteria – Residential Area (Regency Estates)

A. The provisions of Chapter 17.15 "R4A Attached Single Family Residence District" shall apply to Regency Estates except that the following provisions for permitted and special uses, development standards, signs, and landscape standards shall apply in lieu of any conflicting provisions in Chapter 17.15:

1. Permitted and Special Uses

(a) Permitted Uses

- Accessory uses
- Attached single-family dwellings (townhomes)
- Parks and playgrounds
- Swimming pools, tennis courts and related recreational facilities managed by a homeowners' association, access to a residential development
- Temporary buildings for construction purposes for a period not to exceed the period of such construction
- Two-family dwellings
- Group Home for persons with disabilities (small)

(b) Special Uses

- Group home for persons with disabilities (large)

2. Development Standards

(a) No residential building shall contain more than 6 dwelling units

(b) The standards and requirements for yards, setbacks, building height and percentage of common open space shall be in accordance with the following:

- (i) Minimum Perimeter Setback: 25 ft.
- (ii) Minimum Setback on Collector Street (Woodward Drive): 40 ft.
- (iii) Minimum distance from garage door to back of curb of local streets: 20 ft.
- (iv) Minimum Townhome to townhome building separation: 20 ft.
- (v) Minimum common or public open space: 25%

- (vi) Common open space shall be defined as the area within Regency Estates, as legally described in "Exhibit I-C", which is not occupied by buildings, structures, off-street parking, or off-street loading, and which is available for use by residents. Common open space shall not be deemed to include any part of required setback areas or required front, rear or side yards.
- (vii) Maximum building height: 35 ft.

3 Signs

- (a) Number of Signs: One freestanding entry monument including an identification sign and entry features is permitted at the entrance to the residential area; entrance piers are permitted in conjunction with the entry monument and at each street entrance into the residential area.
- (b) Height: The maximum height of the identification sign shall be 5 feet above average finished grade of the yard within 25 feet of the sign in which the sign is located. The maximum height of the entry monument and coordinating piers shall be 7 feet above average finished grade of the yard within 25 feet of the sign in which they are located.
- (c) The area of the identification sign display surface shall not exceed 32 square feet.

4 Landscape Standards: Landscape requirements shall be in accordance with provisions set forth in Chapter 17.38 of the St. Charles Municipal Code, and with the following:

- (a) General
 - (i) The preservation of existing trees and other vegetation shall be considered in the landscape design. Grading and other site improvements shall be designed so as to preserve existing trees whenever practical, while allowing permitted development, in accordance with the provision of Chapter 8.30 of the St. Charles Municipal Code, "Tree Preservation on Private Property".
 - (ii) Landscape design shall provide for appropriate proportion, balance, unity, variety of species, and variety of color and texture evident throughout the four seasons.

- (iii) Landscaping materials native to the region shall be used whenever feasible.
 - (iv) Landscaping shall be designed to complement the massing of the buildings, screen parking and service areas, and to provide visual relief.
 - (v) Landscaping shall be designed so as to reduce the intrusion of headlights and other glare.
 - (vi) Landscaping shall be designed with attention to the long-term maintenance of the plant materials. Irrigation systems shall be installed when necessary to ensure long-term maintenance.
 - (vii) Earth mounds and berming are be encouraged, where appropriate. Berms should be no steeper than 1 to 3 proportion.
- (b) Building Foundation Landscaping
- (i) Foundation plantings may be formal and uniform, or uneven and naturalistic. Foundation plantings should respond to the materials and form of a building.
 - (ii) Consideration of the mature size of plants is important in the design of foundation plantings. In particular, the relationship of the plant's mature size to the placement and size of windows, architectural features and the height of the building is important.
- (c) Landscaping of Signage
- (i) Monument signs should have a landscape bed surrounding the base.

Exhibit “V”

Paragraphs in the Eleventh Amendment Incorporated Into and Made a Part of This Ordinance

2. ZONING. Subsequent to the execution of this AGREEMENT, the CITY’S Corporate Authorities shall adopt and approve an ordinance amending the West Gateway PUD with respect to the Subject Property which amending ordinance is entitled “An Ordinance Amending Ordinance No. 1990-Z-3 entitled ‘An Ordinance Granting a Special Use as a Planned Unit Development for the West Gateway PUD’ (Twelfth Amendment)” (the “Regency Estates/Pine Ridge Park PUD Ordinance”) in form and substance substantially similar to the form of said Ordinance attached hereto and incorporated herein as Exhibit B-1. Thereafter, the Subject Property shall be developed only in accordance with the provisions of this AGREEMENT, the Regency Estates/Pine Ridge Park PUD Ordinance, the CITY’S Municipal Code, to the extent not modified herein, and all other applicable statutes, rules and regulations of the State of Illinois and Kane County, as the same may, from time to time, apply to the development of the Subject Property.

3. SPECIAL USE WITH PRELIMINARY PLAN.

A. FIRST PHASE PUD PRELIMINARY PLAN: RECORD OWNERS have submitted to the CITY for its approval a first phase PUD Preliminary Plan for Regency Estates with a PUD Concept Plan for the balance of the Subject Property, as permitted by Section 17.42.080 B (3) (b) of the St. Charles Municipal Code (the “First Phase PUD Preliminary Plan”). The First Phase PUD Preliminary Plan is attached to, and incorporated in, the Regency Estates/Pine Ridge Park PUD Ordinance heretofore incorporated herein as Exhibit B-1. The CITY agrees that the First Phase PUD Preliminary Plan depicted on Exhibits VI-A through VI-E to Exhibit B-1 constitutes a PUD Preliminary Plan for Regency Estates, a Preliminary Plan of Subdivision for Pine Ridge Park, and a PUD Concept Plan for Pine Ridge Park. The First Phase PUD Preliminary Plan

depicted on Exhibits VI-A through VI-E to Exhibit B-1 will be approved with the approval of the Regency Estate/Pine Ridge Park PUD Ordinance (Exhibit B-1).

B. FIRST PHASE PUD PRELIMINARY PLAN LAND IMPROVEMENTS: The First Phase PUD Preliminary Plan includes all required offsite Land Improvements (as defined in Chapter 16 of the St. Charles Municipal Code) required for the development of the Subject Property. All such required offsite Land Improvements shall be designed and completed as part of the said First Phase.

C. PINE RIDGE PARK PUD PRELIMINARY PLANS: PUD Preliminary Plans for Pine Ridge Park shall be submitted for review by the Plan Commission and City Council for any building or site development within Pine Ridge Park. If a re-subdivision is proposed, a Preliminary Plan of Subdivision and a Final Plat shall also be submitted. Each such additional PUD Preliminary Plan shall conform with the provisions of Exhibit B-1 as the same may be amended from time to time, the St. Charles Municipal Code in effect as of the date of submittal including but not limited to Title 17 (Zoning), Title 16 (Subdivisions and Land Improvements) and Title 18 (Stormwater Management). Required Land Improvements shall be those remaining on-site Land Improvements which, in the opinion of the City Engineer, reasonably relate to the land which is the subject of each such additional PUD Preliminary Plan.

D. MAJOR OR MINOR CHANGES: Any proposed change or amendment to an approved PUD Preliminary Plan shall be classified as a major or minor change in the manner, provided in Title 17 of the St. Charles Municipal Code. The Corporate Authorities may approve a change as a minor change as therein provided.

E. REVISED PUD PRELIMINARY PLAN: The City Engineer may require submittal of a revised PUD Preliminary Plan covering the entire Subject Property to the extent he reasonably determines, in his sole and exclusive discretion,

that a proposed change in the approved PUD Preliminary Plan for Regency Estates or in the PUD Concept Plan for Pine Ridge Park, or any PUD Preliminary Plan for any portion of Pine Ridge Park affects onsite and/or offsite electrical system improvements or Land Improvements (as defined in Section 16.08.150 of the St. Charles Municipal Code) including but not limited to (1) onsite and offsite road improvements and traffic signalization, (2) water supply mains, (3) sanitary sewers, including a lift station, to be connected to an existing sanitary sewer west of the Subject Property and (4) storm water management facilities.

F. REQUIRED ENGINEERING PLANS & FINAL PLATS: Required Engineering Plans (as defined in Section 16.08.090 of the St. Charles Municipal Code) and Final Plats (as defined in Section 16.08.110 of the St. Charles Municipal Code) must be submitted either in conjunction with or following the submittal of PUD Preliminary Plans and Preliminary Plans of Subdivision for the Subject Property. Engineering Plans shall include all required onsite and offsite Land Improvements.

G. RECORD OWNERS APPROVAL: The RECORD OWNERS approve of, and agree to abide by, all of the provisions of Exhibit B-1.

4. COMMENCEMENT OF CONSTRUCTION AND MODEL HOMES.

A. LAND IMPROVEMENTS: Except as hereinafter provided in Subsection B. hereof, no construction of Land Improvements shall be commenced prior to approval of Engineering Plans for the Land Improvements to be constructed for the First Phase PUD Preliminary Plan or, as appropriate, a PUD Preliminary Plan for a subsequent unit or phase, and the approval and recording of a Final Plat for such unit or phase.

B. EXCAVATION AND GRADING PERMIT: The CITY has heretofore issued a storm water permit for site grading, soil erosion control and related work. Notwithstanding Section 4 A., upon proper application, the CITY may approve an additional storm water permit for storm water management

outlets and grading, soil erosion control measures, seeding and restoration on some or all of the Subject Property prior to approval of Engineering Plans for construction of the Land Improvements required to be constructed for the First Phase PUD Preliminary Plan. In order to secure such approval, the RECORD OWNERS must submit, and obtain the CITY'S approval of, the following:

1. A County Permit Letter for the outfall sewer.
2. An appropriate and acceptable easement for the Hahn property for the outfall sewer.
3. An appropriate and acceptable license agreement from the Union Pacific Railroad.
4. Compliance with any other conditions imposed by Title 18 of the St. Charles Municipal Code.

The issuance of the additional excavation and grading permit as herein provided does not constitute approval of all or any part of the Final Engineering Plans. Any work undertaken by the RECORD OWNERS pursuant to a permit issued under the authority of this Subsection and prior to approval of the Final Engineering Plans shall be performed at the risk of the RECORD OWNER or RECORD OWNERS, as may be appropriate.

C. BUILDING PERMITS: No building permit shall be issued for construction of any structure (including model homes) within the Subject Property until after the 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. Further, no building permit shall be issued prior to the construction of streets, including the bituminous binder course, in locations sufficient to provide access for emergency and inspection vehicles to the lot or parcel for which the building permit is sought, and required fire flow is available to such property from a public hydrant located within the distance from said property as required by Title 15 of the St. Charles Municipal Code. The determination as to whether the roads and fire flow are available and in acceptable

condition shall be made by the CITY'S Building Commissioner, in consultation with the Director of Public Works and the Fire Chief.

D. MODEL HOMES: Notwithstanding the foregoing, the CITY will issue a building permit for one attached single family model building (containing two or more model dwelling units) within Regency Estates, only, prior to construction of the bituminous binder course and availability of required fire flow, subject to the condition that access is made available by a stone base course sufficient to provide inspection and emergency vehicle access. The determination as to whether this condition has been met shall rest in the sole and exclusive discretion of the CITY'S Building Commissioner, in consultation with the Director of Public Works and the Fire Chief. In addition, the RECORD OWNER shall provide CITY with a written indemnification, release and discharge of liability with respect to all building construction activity prior to availability of bituminous base and required fire flow.

The RECORD OWNER may utilize model sales facilities and temporary accessory parking facilities in connection with the development of Regency Estates, only, from the time a Final Plat is recorded for a phase or unit until the sales for all dwelling units (excepting dwelling units containing model home sales facilities) have been closed. Within one hundred and eighty days of the closing of the sale of the last unit (excepting model units), the use of dwelling units as model home sales facilities shall cease and the accessory temporary parking facilities shall be removed. In addition, the RECORD OWNER may utilize one temporary sales trailer and temporary accessory parking lot within Subject Property from the date hereof until thirty days after a temporary or permanent occupancy certificate has been issued for a model home sales facility. Any such temporary sales trailer shall be located a reasonable distance (not less than 75 feet) from the nearest adjacent arterial street right-of-way and shall require a storm water permit to be issued prior to any pavement or any site work.

E. MODEL HOME TEMPORARY SIGNAGE – REGENCY ESTATES: Temporary illuminated or non-illuminated double faced marketing and identification signs, with a maximum height of fifteen (15) feet and a maximum total cumulative sign face area of two hundred (200) square feet, and non-illuminated temporary directional turn signs not exceeding a maximum total cumulative sign face area of twenty-four (24) square feet and eight (8) feet in height may be installed and maintained by RECORD OWNER for Regency Estates at any location within the Subject Property. The location of such signs shall otherwise be in conformance with the provisions of Section 17.02.150 of the St. Charles Municipal Code. RECORD OWNER may also install and maintain temporary model identification signs and temporary parking signs for each model home sales unit, of totaling not more than twenty-four (24) square feet each, within the same time period. The signage provided for herein shall be subject to permitting, shall be constructed in compliance with all applicable CITY codes and may be erected and maintained from the date hereof until the sale of the last dwelling unit with Regency Estates has been closed. When the last dwelling unit with Regency Estates has been closed, the RECORD OWNER shall cause all such temporary signage to be removed.

F. TEMPORARY SIGNAGE - PINE RIDGE PARK: The RECORD OWNER of Pine Ridge Park may install and maintain temporary illuminated or non-illuminated, double-faced “For Sale” or “For Lease” signs which may also indicate future users and identify the project for subdivided lots of Pine Ridge Park not exceeding five (5) in total, provided each such sign shall not exceed ten (10) feet in height with a total sign face area not exceeding one hundred twenty-five (125) square feet. The exact location of such signs shall be subject to CITY approval. The signage provided for herein shall be subject to permitting, shall be constructed in compliance with all applicable CITY codes and may be erected and maintained from the date hereof until the sale of the last lot or unit within Pine Ridge Park has been closed. When the sale of the last lot or unit within Pine

Ridge Park has been closed, the RECORD OWNER shall cause all such temporary signage to be removed.

5. COMPLETION OF IMPROVEMENTS PRIOR TO OCCUPANCY. No occupancy permit shall be issued for any building on the Subject Property until the City Council has accepted all of the offsite Land Improvements and all of the onsite Land Improvements related to such unit or phase with the exception of sidewalks, street trees, parkway seeding, and final surface course of streets.

Each of the RECORD OWNERS, with respect to Regency Estates and Pine Ridge Park, as appropriate, shall maintain all public streets within such portion of the Subject Property in an acceptable condition until the Corporate Authorities shall accept them. Further, said RECORD OWNERS shall be responsible for snow removal on all public streets until the Corporate Authorities shall accept same. The Corporate Authorities may accept said streets prior to the installation of the final surface course provided that the CITY shall continue to hold security sufficient to assure the completion of said street.

At all times, each RECORD OWNER shall be responsible for removal of construction debris and waste related to that portion of the Subject Property being developed by them.

6. OFFSITE EASEMENTS AND EMINENT DOMAIN. The RECORD OWNERS are responsible for obtaining all offsite dedications, easements and licenses sufficient to accommodate the construction, maintenance, repair and replacement of all Land Improvements and of the electric distribution system improvements as described in Exhibit "L" hereto required in connection with the development of any portion of the Subject Property encompassed by a final plat. The easements shall be, in form and substance, acceptable to the CITY. In the event the RECORD OWNERS are unable to obtain such off-site easements, dedications or licenses under terms and conditions deemed reasonable by the CITY, the CITY may, at the request of the RECORD OWNERS, or either of them, exercise its power of eminent domain to acquire such interests. The CITY'S decision to utilize its eminent domain powers is expressly reserved to its sole and exclusive discretion. In the event the CITY elects to exercise the

powers of eminent domain for the purposes described herein, the RECORD OWNER or RECORD OWNERS, if such request has been made by both of them, shall reimburse the CITY for all reasonable costs, judgments, settlements and expenses, including reasonable attorneys' and expert witness' fees which are incurred by the CITY and are associated with, or arise out of, the acquisition of such rights.

The CITY shall from time to time provide an estimate for all such costs and expenses, settlements or judgments, including reasonable attorney's and witness fees. A guarantee of payment (in the form of a letter of credit or cash deposit as designated by the appropriate RECORD OWNER) shall be submitted to, approved and retained by the CITY prior to the CITY incurring any such expense. The RECORD OWNERS agree to reimburse the CITY for eligible expenses within thirty days after the invoicing of same. The invoice shall be mailed to the RECORD OWNERS at the address specified herein, United States mail, postage prepaid. Such mailing shall constitute conclusive evidence that notice has been made as herein required. Should the RECORD OWNERS fail to make such reimbursement payment to the CITY within thirty days of the invoice, the CITY may, in addition to securing reimbursement through the collateralization herein provided, discontinue any further action on behalf of the RECORD OWNERS, or either of them as may be appropriate. Further, the CITY may refuse to issue any additional building, occupancy or other permits requested by either RECORD OWNER who has failed to make timely reimbursement as herein required.

The CITY shall make available to the RECORD OWNERS any dedicated rights-of-way, or easements or licenses over real estate owned by the CITY or in which it has an interest to the extent the CITY may determine those interests are necessary for the construction or installation of Land Improvements and electric distribution system improvements to service any portion of Subject Property; provided, however, that any and all costs and expenses incurred by the CITY in connection therewith from the effective date of this AGREEMENT shall be repaid to the CITY by the RECORD OWNERS.

With respect to land over which the CITY has no power of eminent domain, such as land owned by the State or other units of local government, it shall be the

responsibility of the RECORD OWNERS, or either of them as the case may be, to obtain all such offsite dedications, easements or licenses as may be necessary to accommodate all Land Improvements and electric distribution system improvements which are reasonably determined by the Corporate Authorities to be necessary for the development of Subject Property. Such dedications, easements or licenses shall be acquired in the name of, and for the use and benefit of, the CITY and shall be acquired prior to approval by the Corporate Authorities of any Final Plat.

7. UTILITY IMPROVEMENTS.

A. SEWER AND WATER UTILITY SERVICE: The CITY acknowledges that once final engineering has been approved and all third party easements and licenses are granted, the RECORD OWNERS may connect to the CITY wastewater and water systems. The RECORD OWNERS shall apply for all required connection permits and shall pay the CITY'S required tap-on or connection fees as, from to time to time, may be provided by ordinance. Each approved connection shall be performed in accordance with the CITY'S rules and regulations pertaining thereto. Except as otherwise set forth herein, the RECORD OWNERS shall be responsible for the payment of all costs associated with extending the aforesaid utilities to the approved locations on the Subject Property. The CITY shall accept the dedication of such improvements in accordance with the provisions of Title 16 of the St. Charles Municipal Code.

The CITY and the RECORD OWNERS believe that, at the present time, the CITY has sufficient conveyance and treatment capacity to provide wastewater treatment for the Subject Property when fully developed and, further, that at the present time, the CITY is not under any order restricting its right to connect the Subject Property to its wastewater treatment facility. CITY further states its belief that, at the present time, the CITY'S municipal water distribution system has sufficient line and supply capacity to serve the Subject Property, when fully developed with potable water and fire flow protection. Notwithstanding the foregoing, the CITY may require that a fire pump be provided for a specific

building when consideration is given to a specific use proposed for the building and the building construction type. The CITY does not make any representation that a fire pump will not be required. The CITY agrees that, during the term of this AGREEMENT, it shall own and operate its water system and wastewater treatment facilities in a reasonable and prudent manner but does not thereby guarantee that, throughout the term of this AGREEMENT, sufficient water supply or wastewater treatment capacity will always be available or that the Illinois EPA, under current standards or under standards subsequently adopted, will not order a restriction upon additional connections to the CITY'S utilities. Subject to the foregoing reservation, the CITY agrees to cooperate with RECORD OWNERS in obtaining such permits as may be required from time to time under both federal and state law, including (without limitation) the Illinois Environmental Protection Agency, permitting the connection on to the sanitary sewer and water mains of the CITY in order to develop and use the Subject Property.

The CITY shall not be responsible for its inability to provide any of the utility services identified herein, or for any loss or damage, including consequential damage, or delay in installation caused by strikes, riots, the elements, embargos, the failure of carriers or the inability to obtain materials or other acts of God or by virtue of any other cause beyond CITY'S reasonable control, including but not limited to inability to acquire necessary easements or permits subject to review and issuance by other agencies.

B. ELECTRIC UTILITY IMPROVEMENTS: The Subject Property shall receive electrical service by being connected to the CITY owned electric utility. The CITY shall design and construct the facilities necessary to provide electrical service to the Subject Property and to each lot or parcel developed within the Subject Property. The design and construction of the electrical system facilities shall be at the expense of the RECORD OWNERS.

The RECORD OWNERS agree to comply with the CITY'S electric utility ordinances of general applicability in effect from time to time throughout the term

of this AGREEMENT. The RECORD OWNERS agree to pay any current or future electrical connection charges or fees, for the respective phases of their development, as the same may be in effect at the time of connection on a basis equivalent to that imposed on other similar users in the CITY. The CITY, its electric utility and the RECORD OWNERS acknowledge that, as applied to the Subject Property, the St. Charles Municipal Electric Utility's practice with respect to payment and responsibility for improvements under the current electric utility ordinances is described in Exhibit "L" attached hereto and incorporated herein. The RECORD OWNERS hereby waive all causes of action against CITY, its officials, officers and employees and agents, and the City of St. Charles Electric Utility, its officials, officers, employees and agents challenging the validity of Sections 13.08.010 through 13.08.150 of the St. Charles Municipal Code as currently in effect or as they may be in effect from time to time throughout the term of this AGREEMENT. The CITY shall not be required to refund any electric connection charges paid by Owners in the event CITY'S ordinances are ruled invalid.

The RECORD OWNERS shall not request electric service from any electric utility other than the City of St. Charles Electric Utility, unless CITY shall determine, by resolution of the Corporate Authorities, that the CITY is unable to provide electric service to Subject Property.

C. STORM WATER MANAGEMENT FACILITIES: The RECORD OWNERS shall cause the Subject Property to be improved with storm water management, detention and other storm water drainage facilities. The storm water management and detention facilities shall include, without limitation, storm sewers, inlets, structures and drainage swales, retaining walls, storm sewers connecting detention basins, wetlands and wetland buffers and the off-site outfall storm sewer for the project and/or the parcel or lot within the Regency Estates/Pine Ridge Park PUD (the "Storm Water Management Facilities"). The Storm Water Management Facilities shall be designed and constructed in full compliance with the provisions of the St. Charles Municipal Code and, to the

extent appropriate, the rules and regulations of County of Kane, Illinois. The Storm Water Management Facilities and all appurtenant facilities not dedicated to and accepted by the CITY shall be owned and maintained by the RECORD OWNERS and their successors and assigns. The RECORD OWNERS shall provide for the long-term ownership, maintenance, repair and replacement of such private Storm Water Management Facilities shall be assumed by a joint property ownership association.

D. SPECIAL SERVICE AREA: While the preceding subsection requires that the long-term ownership and responsibility for the maintenance, repair and replacement for the non-dedicated Storm Water Management Facilities responsibilities shall be assumed by a joint property ownership association to be formed by the RECORD OWNERS and their successors and assigns, the CITY will require that this obligation be collateralized through the formation of a Special Service Area (“SSA”) or Areas (“SSAS”) comprising all or any part of the Subject Property, as may be appropriate. The RECORD OWNERS, together with their successors and assigns, shall cooperate with the CITY in the formation of, and shall not object to the establishment of, or any amendment to, such “SSA” or SSAS. The purposes of the SSA or SSAS shall be to make financial provision for the maintenance, repair, reconstruction or replacement of the non-dedicated Storm Water Management Facilities in the event that the joint property ownership association or associations fail to properly perform these functions. Each such SSA or SSAS shall be for a perpetual duration with a maximum rate of 1.00 percent per annum (\$1.00 per \$100 of equalized assessed valuation) on all of the taxable property within each such SSA.

If and when the RECORD OWNERS, or their successors and assigns, record any one or more declaration of covenants, conditions or restrictions upon the Subject Property or any portion thereof, they shall include provisions implementing this covenant which shall be binding upon the future owners of record of the Subject Property, or portion thereof, which may be subjected to the terms of the declaration.

E. STORM WATER MANAGEMENT FACILITIES -

ENGINEERING: The Phase I Preliminary Engineering Plan shall provide for Storm Water Management Facilities to be located along the northerly portion of the Regency Estate/Pine Ridge Park PUD. These Storm Water Management Facilities are designed to provide sufficient storm water detention capacity to serve all of the Regency Estates/Pine Ridge Park PUD when fully developed. Each phase of development within the Regency Estates/Pine Ridge Park PUD shall utilize these detention facilities to meet all of the storm water detention requirements for that phase as a part of the overall drainage plan and shall incorporate such additional Storm Water Management Facilities as may be required to fully implement the over all drainage plan. The overall drainage plan shall be subject to the review and approval of the CITY.

At the time of the recording of each Final Plat, the RECORD OWNER of that portion of the Subject Property so platted shall grant to the CITY an easement over all Storm Water Management Facilities to be constructed within that portion of the Subject Property and within easements over those portions of other property not included within the Subject Property which are to be improved with Storm Water Management Facilities. The terms of each such easement shall provide that the appropriate RECORD OWNER, its successors and assigns, are to remain responsible for the maintenance of these Storm Water Management Facilities. Further, if, in the reasonable judgment of the City Engineer, the appropriate RECORD OWNER, its successors and assigns, fail to do so, the easement will provide that the CITY will be authorized to go upon that portion of the Subject Property for the purpose of performing such work as the City Engineer may deem reasonably appropriate or necessary to maintain such Storm Water Management Facilities or to correct any deficiencies with respect thereto. The CITY shall have the right to bill the appropriate RECORD OWNER, or its successors or assigns, for the reasonable cost of all such work together with an additional reasonable amount necessary to compensate the CITY for undertaking and managing said work.

F. SOIL EROSION CONTROL: Upon five days' notice to the RECORD OWNERS, or either of them, the CITY shall have the right to issue a stop work order halting any construction of Land Improvements, buildings and other structures if the City Engineer determines that the soil erosion control measures required by Title 18 of the St. Charles Municipal Code, as shown on an approved erosion control plan, are not being adequately maintained; provided, however, that if the City Engineer determines that an emergency exists and that immediate action is necessary, the five day notice shall not be required. The RECORD OWNERS each agree that a stop work order may be issued on such grounds against either of them with respect to the portion of the Subject Property on which the violation occurs. Any such stop work order will not be lifted until all violations are corrected. Each RECORD OWNER agrees that they shall indemnify and hold the CITY harmless from any and all losses, claims, expenses, and penalties, including attorneys' fees, arising out of the CITY'S issuance of a stop work order on such grounds, unless the stop work order was improperly issued as determined by a court of competent jurisdiction.

G. SANITARY SEWER LIFT STATION: The RECORD OWNERS propose the installation of a sanitary sewer lift station to provide wastewater collection and conveyance service for the Subject Property. The lift station will be designed and constructed by the RECORD OWNERS subject to CITY approval of the specifications, layout, material and all other matter relating to the operation of the lift station. When completed, the lift station will be inspected and, if accepted by the City Council, conveyed and dedicated to the CITY, and thereafter shall thereafter be owned and operated by the CITY. The lift station shall include an emergency power generator and telemetry meeting all CITY requirements.

The RECORD OWNERS shall designate a separate lot or parcel upon which the lift station shall be constructed and that lot or parcel will be so designated on the plat of subdivision covering that portion of the Subject Property within which the lift station lot or parcel is located. The RECORD OWNERS

shall convey said lot or parcel to the CITY by Special Warranty Deed, free of all liens and encumbrances. Said conveyance shall be at no cost to the CITY. The RECORD OWNERS shall procure title insurance on the lift station site naming the CITY as the owner and insured party subject only to such exceptions to title as the CITY may reasonably agree. The closing of this conveyance shall be subject to payment of all customary pro-rations, and the closing costs related to this transaction shall be shared between the parties as is customary in St. Charles, Illinois. Further, said conveyance shall occur when, in the reasonable judgment of the CITY, no further infrastructure construction will occur in and around the said lot or parcel but in no event later than 2 years after the recordation of a final plat covering that portion of the Subject Property where the lift station is located.

8. ROAD IMPROVEMENTS.

A. RIGHT-OF-WAY DEDICATIONS: Each final plat covering portions of the Subject Property located adjacent to the existing right-of-way of Illinois Route 64 shall provide for the dedication and conveyance of sixty (60') feet of right-of-way north of the centerline of Illinois Route 64. In addition, each final plat shall provide an easement for public roadway, traffic control equipment, sidewalks, bicycle paths, and utility purposes within additional triangular areas at the northeast and northwestern corners of Oak Street and Illinois Route 64 measuring fifty (50') feet in length along each right-of-way, and within a fifteen (15) ft. wide strip of land parallel to and immediately adjacent to the right of way required to be dedicated for IL Route 64. The dedications and easements described in this Section A shall be provided at no cost to the City and in accordance with Section 16.12.210 ("Transfer of Dedications and Easements") of the St. Charles Municipal Code.

B. ROADWAY CONSTRUCTION STANDARDS: The RECORD OWNERS shall design, construct, pay for and, where appropriate, dedicate to the CITY, or the State of Illinois, as the case may be, the road improvements identified in this Section 8 and on Exhibit "VI-A" to Exhibit "B-1". The

construction of the road improvements shall be in accordance with the roadway classifications and relevant specifications set forth in the CITY'S subdivision regulations for Land Improvements or in accordance with State of Illinois standards, as appropriate.

C. INTERSECTION IMPROVEMENTS - IL. ROUTE 64 (Main Street):

Access to the Subject Property from Illinois Route 64 shall be limited to the type, number and general locations identified in Exhibit "VI-C" to Exhibit "B-1", except such additional locations as the City Council in its sole discretion may determine. The CITY and RECORD OWNERS acknowledge that all access to Illinois State Route 64 is subject to the approval of the Illinois Department of Transportation.

The RECORD OWNERS shall improve the intersections along IL. Route 64 that will provide access to the Subject Property. These intersection locations include a private right in/right out, Oak Street extended and Barbara Ann Drive, all at Illinois Route 64. The nature and scope of the on site and off site improvements shall be as determined and required by IDOT and may include right turn lanes, pavement marking, shoulder improvements and storm sewer improvements. The CITY shall not be required to issue any building permit except for one building for model homes until RECORD OWNERS have obtained an IDOT permit for construction and have submitted all financial guarantees as may be required by IDOT.

D. CONTRIBUTION FOR FUTURE RT. 64 WIDENING: The RECORD OWNERS shall, as a precondition to the recording of the first final plat for any portion of the Subject Property, contribute \$865,000.00 to the CITY for the future widening of the existing three lane section of Illinois Route 64 into a five lane section as depicted on Exhibit M.

E. WOODWARD DRIVE EXTENSION: Notwithstanding any contrary provision of this Section 8 to the contrary, the RECORD OWNERS shall

cause the dedication and completion of the construction of the east end of Woodward Drive, as depicted upon the Preliminary Plan, to the eastern boundary of the Subject Property in accordance with the provisions of this Subsection E.

(i) The dedication and construction of the east end of Woodward Drive shall be completed within four (4) years from the date of this Agreement; or

(ii) In the event (a) KDOT and the CITY come to an agreement related to access to Randall Road as the same relates to the Subject Property and relevant adjacent property and (b) the CITY approves a preliminary plan or a PUD for the "Hahn Property", then the dedication and construction of the east end of Woodward Drive shall be completed within eighteen (18) months of the last to occur of the KDOT agreement or the approval of the preliminary plan or a PUD for the "Hahn Property".

The completion of the extension of east Woodward Drive, as hereinabove provided, may only occur subsequent to the approval of such extension by the United States Army Corps of Engineers. As of the date hereof, the RECORD OWNERS have made application to the Corps. If, for any reason, they fail to secure the approval of the Corps, the RECORD OWNERS shall nonetheless dedicate the right-of-way for the extension (as per Subsection 8 A. above) and tender to the CITY a financial guarantee covering the estimated cost of the construction of the eastern extension of Woodward Drive as reasonably may be determined by the City Engineer in the exercise of good engineering practice.

The RECORD OWNERS shall submit a financial guarantee in the form of a cash escrow or letter of credit within 60 days of the first to occur of (i) or (ii) above, and shall maintain such guarantee for a period of three years, or until completion of the easterly extension of Woodward Drive, whichever shall first occur. The terms of the required guarantee shall provide that the CITY will have the right to use the cash escrow or draw on the letter of credit to improve the

easterly extension of Woodward Drive if RECORD OWNERS have not completed the improvement within one year of the submittal of the letter of credit.

In addition to the foregoing, and prior to the dedication of the right-of-way for the eastern extension of Woodward Drive, the RECORD OWNERS shall grant to the CITY, its officers, agents and contractors, a permanent twenty (20') foot easement within the proposed right-of-way permitting the CITY to install and construct, own, operate, repair, replace and maintain Storm Water Management Facilities as hereinbefore defined.

F. CROSS ACCESS – ST. CHARLES BOWL: The RECORD OWNERS shall provide cross access to St. Charles Bowl from Woodward Drive through adjacent lots. The conceptual location of this point of cross access is as depicted on the final exhibits attached to the Regency Estates/Pine Ridge Park PUD Ordinance heretofore incorporated herein as Exhibit B-1. The final location and configuration of said point of cross access shall be acceptable to the CITY and shall be depicted upon the PUD Preliminary Plan for Lots 12, 13 or 14, whichever shall first occur.

The establishment of the Cross Access Agreement with any adjoining parcel shall be contingent and conditioned upon the owner of the adjoining parcel entering into a mutual and reciprocal easement agreement with the applicable RECORD OWNER which will provide for: a) reciprocal access easement for egress of pedestrians and vehicles over and across those portions of each parcel thereby affected; b) reimbursement to the applicable RECORD OWNER by the adjacent parcel owner of a pro rata share based upon relative traffic generation of each parcel, of the design and construction costs incurred by RECORD OWNER with respect to the intersection, street and driveway improvements located within or servicing the access easement parcel; c) the sharing of maintenance and snow removal costs on the aforementioned pro rata basis; d) the reservation by the applicable RECORD OWNER of the right to, from time to time, limit or close the access easement parcel from use as may be necessary to prevent the vesting of

rights beyond those expressly provided in the Agreement; and e) such other terms and conditions as are customarily contained in such Agreements. The Agreement shall be prepared by RECORD OWNER and subject to review and approval by the CITY's attorney, however such approval shall not be unreasonably withheld. The RECORD OWNER shall exercise good faith and due diligence in seeking to obtain the approval and execution of the Agreement by the owners of all property affected or benefited thereby, and following such proper execution the Agreement shall be recorded against all of the land being affected. In no event, however, shall any adjoining parcel be connected to any private drive within Pine Ridge Park until an Agreement has been agreed to and effectuated with respect thereto.

G. COMBINED PARCEL ACCESS. The RECORD OWNERS agree to minimize curb cuts on Woodward Drive and to combine and share cross access between adjacent lots. (*For example Lots 1 and 2 or 2 and 3, 4 and 5, 6 and 7, etc. would share an access drive*).

9. MAINTENANCE AND RESTORATION OF LAND IMPROVEMENTS. Each of the RECORD OWNERS shall be jointly and severally liable for the maintenance, repair, restoration and replacement, of any and all improvements intended to be dedicated to the CITY which are damaged or disturbed by reason of construction traffic or activity related the development of Subject Property. This obligation shall terminate upon the acceptance by the CITY of the dedication except where the acceptance of the dedication is a partial acceptance, as where the CITY accepts the dedication of a street prior to the installation of the final surface course or lift. Such repair and/or replacement shall cause the damaged Land Improvements to be restored to a condition which meets and complies with their originally designed sizes, standards and topography; all of said work to be performed in a manner satisfactory to the CITY. Should the RECORD OWNERS fail to perform any maintenance, repair, restoration and replacement, as herein required, the CITY may do so and, in that event, the cost thereof shall be a liability of the RECORD OWNERS.

10. FINANCIAL GUARANTEES. The RECORD OWNERS shall each

submit to the CITY a financial performance guarantee in the form of a letter of credit conforming to the provisions of Title 16 of the St. Charles Municipal Code to guarantee completion of Land Improvements, mass grading and erosion control installation, storm water detention, and any other improvements required herein in connection with the approval of the First Phase PUD Preliminary Plan or any subsequent Final Plat for all or any portion of Regency Estates or Pine Ridge Park. The financial performance guarantee shall be released upon the satisfactory completion and acceptance of the Land Improvements guaranteed thereby and the posting with the CITY of an acceptable maintenance guarantee securing the maintenance of the Land Improvements for a period of one (1) year after CITY'S acceptance of same. Periodic partial draw-downs of the financial guarantee will be allowed subject to the reasonable approval of the City Engineer.

11. FACILITIES TO BE UNDERGROUND. The RECORD OWNERS shall cause all utilities and communications facilities intended to serve Subject Property including, but not by way of limitation, all telephone, electric and cable television lines, to be installed underground. This requirement shall be affixed to all final plats.

12. LIMIT ON CITY RESPONSIBILITY FOR UTILITIES. The CITY shall not be held responsible for its inability to install any utility, or for any loss or damage including consequential damage, or delay in installation caused by inability to obtain financing upon such terms as the City Council may determine, strikes, riots, elements, embargoes, failure of carriers, inability to obtain material, or other acts of God, or any other cause beyond CITY'S reasonable control, including but not limited to the acquisition of easements, modifications of Facilities Planning Area boundaries, Army Corps of Engineers permits, railroad licenses and permits, Kane County permits and easements, and Illinois environmental Protection Agency permits.

13. RECAPTURE AGREEMENTS. Each RECORD OWNER shall pay its pro-rata share of improvement costs for other eligible improvements which, in the opinion of the CITY'S Corporate Authorities, may be used for the benefit of the Subject Property (hereinafter "Existing Reimbursement Obligations") to the extent such Existing

Reimbursement Obligations are reflected in other recapture or reimbursement agreements heretofore entered into by the CITY with others. The Existing Reimbursement Obligations attributable and chargeable against the Subject Property are summarized in Exhibit "G-5" attached hereto and made a part hereof. As of January 31, 2006 such obligations total approximately two hundred twelve thousand eight hundred ninety-six dollars and five cents (\$212,896.05), and the RECORD OWNERS agree to cause said sum plus any additional interest as provided in the recapture or reimbursement agreements, to be paid over to the CITY within sixty (60) days of the execution of this Agreement. The CITY has no knowledge of any additional or other reimbursement obligations currently affecting Subject Property other than as identified in said Exhibit "G-5".

14. REQUIREMENTS OF OTHER JURISDICTIONS. Notwithstanding any contrary covenant or condition contained herein, the CITY shall not be deemed to be in breach of this AGREEMENT if its performance of any such covenant or condition is not consistent with, or is precluded by, a legal duty, rule, regulation or requirement which is imposed by any other governmental bodies or agencies having jurisdiction over Subject Property, the CITY or the RECORD OWNERS.

15. SCHOOL AND PARK CONTRIBUTIONS. The RECORD OWNERS of the Subject Property , heretofore legally described on Exhibit A-1, hereby agrees to comply with the provisions of Chapter 16.32 of the St. Charles Municipal Code in effect as of the date of the recording of any final plat by making the cash contributions in lieu of the land contributions for said school and park purposes as therein required. Prior to the recording of any such final plat, said RECORD OWNER shall provide the CITY with a letter from the appropriate school and/or park district setting forth the calculation of the cash contribution and confirming that the sum so calculated has been paid to the respective district or that alternative and acceptable arrangements for the payment of the cash contribution to the respective district have been made. The RECORD OWNER of the Subject Property further agrees that all such cash contributions for schools and parks may be used by the recipient school or park district for land acquisition, building construction, site improvements, capital improvements, equipment, operations, or any

other purpose which will serve the immediate or future needs of the residents of the subdivision for which the contribution was received, as determined by the recipient school or park district. The school and park cash contributions shall constitute the sole and exclusive obligation of the RECORD OWNER of the Subject Property for contributions and donations to the applicable school and park districts and said RECORD OWENR shall have no obligation to donate, by conveyance or otherwise, any land to either of the applicable school and/or park districts. The RECORD OWNER of that portion of the Subject Property referred to as Pine Ridge Park, heretofore legally described on Exhibit A-4, shall have no obligation to make any contribution of land, cash or otherwise to or for the benefit of any school and park districts with respect to the platting or development of Pine Ridge Park, provided Pine Ridge Park is developed only for those non-residential uses provided under this AGREEMENT, or any other non-residential use of Pine Ridge Park hereafter approved by CITY.

16. BLANKET AND OTHER ONSITE EASEMENTS. At CITY's request, the RECORD OWNERS shall provide one or more blanket easement(s) over, under and upon all common open space, private common driveways and parking areas within Subject Property permitting the access of emergency vehicles and further permitting the ownership, operation, maintenance, repair, replacement and customary servicing of all electricity lines, all sanitary sewer, storm drainage, storm water detention and retention, and water main systems, telephone lines, natural gas supply systems, communication facilities (including cable television and other cabled communication facilities) and other utilities, on all final plats. The blanket easement(s) shall be granted to the CITY and, as appropriate, to all other utility providers which now hold, or which may in the future hold, a CITY franchise. Further, said blanket easement(s) shall extend to the City and its franchisees together with their respective officers, employees, and agents, together with related emergency and service vehicles and equipment.

Said easements shall expressly exclude all building pad areas as the same may, from time to time, be established, modified or relocated. The blanket easement(s) shall contain terms which will permit relocation of existing utility facilities located within an easement area as may be required, from time to time, to facilitate the development or

redevelopment of any portion of Subject Property provided, however, that the cost of the relocation shall be born by the respective RECORD OWNER, successor or assign, or other party seeking such relocation and, in each case, shall be further subject to the approval of the owner of the utility as to the proposed site of the utility relocation. Said easements shall further require any CITY franchisee which carries out work within the easement premises to indemnify, defend and hold harmless the CITY and the RECORD OWNER(S) or their successors or assigns from any claim, liability, cost and/or expense, including reasonable attorneys fees, arising directly or indirectly from such work. Further, all such franchises shall be required to restore the easement premises by properly grading and restoring the surface treatment (i.e., paving, sod, etc.) to pre-disturbance condition in a prompt manner upon the substantial completion of such work.

17. WELL AND SEPTIC PROHIBITED. There shall be no private wells or septic systems constructed within the Subject Property. Further, there shall be no private wastewater treatment facilities serving Subject Property. Within 10 days after City Council acceptance of any water mains on Subject Property, the RECORD OWNERS shall plug any existing wells on Subject Property in conformity with the regulations of the Illinois Department of Mines and Minerals and any other applicable State or Federal requirements and shall provide documentation to the CITY that such plugging has been accomplished, all in form and substance acceptable to the City Council.

18. BUILDING CODE. The RECORD OWNERS shall comply in all respects with the applicable provisions of Title 15 of the St. Charles Municipal Code which are in effect at the time the CITY issues to the RECORD OWNERS, or any of their successors or assigns, a building or other permit or permits in connection with the construction buildings and structures on Subject Property. This requirement shall be expressly deemed to include any future amendment to the provisions of Title 15 of the St. Charles Municipal Code.

19. NO REQUIREMENT TO DEVELOP. The RECORD OWNERS and their respective successors and assigns shall not be required to develop or plat any of Subject Property. In the event, however, that the either of the RECORD OWNERS, or

any of their respective successors and assigns, develop or plat any portion of the Subject Property, such development and platting shall be in accordance with this Agreement and the Regency Estates/Pine Ridge Park PUD Ordinance.

20. MAINTENANCE OF PRIVATE FACILITIES. Each RECORD OWNER, as to its respective portion of Subject Property, agrees to repair and maintain all private retention and detention basins, storm sewer lines, surface drainage facilities, and any other land improvements, common areas or facilities which are not conveyed to and accepted by CITY, or any other governmental entity. In the event of the conveyance or assignment of all or part of Subject Property, the record titleholders shall be responsible for such repair and maintenance as contemplated in this paragraph.

21. ACCEPTANCE OF RIGHTS-OF-WAY DEDICATIONS AND CONVEYANCE OF LAND IMPROVEMENTS. Upon the submittal of any final plat for any portion of the Subject Property, the RECORD OWNERS shall cause each of said plats to include provisions for the dedication of public rights-of-way for streets covering those portions of the Subject Property being platted together with any additional rights-of-way dedication reasonably deemed necessary or appropriate with respect to the portions of the Subject Property being finally platted. Contemporaneously with the submittal of any final plat for any portion of the Subject Property, the RECORD OWNERS shall cause the plat reflecting the additional right-of-way dedication covering the Annexation Parcel to be submitted to the CITY'S for its acceptance and approval.

Upon the request of a RECORD OWNER, the CITY shall consider the acceptance of the dedication and conveyance of the completed portions of the required Land Improvements (as that term is defined in the City's Subdivision Control Regulations) including all public streets, and all sanitary sewers, storm drainage sewers, inlets and structures, and water mains lying within public dedicated rights-of-way or publicly dedicated easements. If the City Engineer, upon review, determines that the tendered Land Improvements have been constructed in conformance with this AGREEMENT, the exhibits incorporated in this AGREEMENT and, as appropriate, approved engineering plans and specifications, said Engineer shall recommend acceptance thereof to the City Council which shall consider accepting all of the

satisfactorily completed portions and elements of the Land Improvements. As a precondition to the acceptance of any of the Land Improvements, the RECORD OWNERS, or either of them as may be appropriate, shall convey and transfer said Land Improvements to the CITY free of all liens or encumbrances by appropriate bills of sale and other conveyance documents as required by the CITY.

Upon the receipt of a complete written request by the RECORD OWNERS, or either of them as appropriate, the CITY shall act upon said request for acceptance of the tendered Land Improvements within 30 days. If the CITY refuses to accept the dedication and conveyance of the Land Improvements, the CITY shall provide the applicable RECORD OWNER with a letter of rejection citing the deficiencies within 40 days from receipt of such complete submittal.

22. PERMANENT SIGNS AND ENTRY FEATURES. Permanent, illuminated signage shall be permitted for Subject Property, including a monument style entry sign and entry features for Regency Estates and monument and wall signs for each of the users within Pine Ridge Park, as provided in Exhibit "IV-A" and "IV-B" of Exhibit "B-1". To the extent the foregoing exhibits do not modify or require relief from the CITY'S code provisions related to signage, said code provisions shall control.

23. CONTRIBUTION FOR AFFORDABLE HOUSING. REGENCY ESTATES L.L.C. shall contribute to the CITY \$1,000 per dwelling unit to be constructed within Regency Estates, at the time of issuance of each building permit for residential buildings within Regency Estates. This contribution shall be used for the purpose of providing affordable housing within the CITY, in a manner to be determined by the CITY. If the CITY does not use the contributions for the purpose of providing affordable housing within the CITY within five years of the date received, it shall return the contributions to REGENCY ESTATES L.L.C.

24. REIMBURSEMENT. The RECORD OWNERS shall reimburse the CITY for its reasonable attorney's fees, engineering and planning consultants, and CITY staff review time incurred by the CITY in connection with the processing and review of

any and all matters pertaining to this AGREEMENT, including the drafting and negotiation hereof. Payment by the RECORD OWNERS to the CITY shall occur promptly after receipt by the RECORD OWNERS of invoices for such work.

EXHIBIT "VI"

PLANS

Exhibit VI-A: A one page plan entitled "P.U.D. Concept Plan Regency Estates and Pine Ridge Park" prepared by Trans/Land, Ltd., dated January 13, 2006.

Exhibit VI-B: A one page plan entitled "P.U.D. Preliminary Engineering Plan Regency Estates" prepared by Western Engineering, P.C., dated January 13, 2006.

Exhibit VI-C: A one page plan entitled "P.U.D. Preliminary Plan Regency Estates" prepared by Trans/Land, Ltd., dated July 28, 2005

Exhibit VI-D: A six-page landscape plan entitled "Pine Ridge Park Entry Rte 64 & Oak St.", "Pine Ridge Park Frontage Route 64 & Oak Street", "Regency Estates Overall Planting Plan Woodward Drive", "Regency Estates Entrance Woodward Drive", "Regency Estates Common Area Regency Court", and "Regency Estates Townhome Unit Planting Plan Woodward Drive", prepared by Rebecca Eisele of Forstar Landscaping, dated March 25, 2005

Exhibit VI-E: A two-page building elevation drawing entitled "Regency Estates" prepared by Michael J. Grimson and Associates, dated April 15, 2004

Exhibit VI-F: A two-page signage plan entitled "Pine Ridge Park" prepared by Aurora Sign Company, dated March 22, 2005

Exhibit VI-G: A one-page drawing showing a monument sign entitled "Regency Estates" received July 7, 2005

