


AGENDA
CITY OF ST. CHARLES
SPECIAL
PLANNING & DEVELOPMENT COMMITTEE
ALD. DAN STELLATO – CHAIRMAN
TUESDAY, FEBRUARY 17, 2015 - 7:05 PM
CITY COUNCIL CHAMBERS
2 E. MAIN STREET

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. COMMUNITY & ECONOMIC DEVELOPMENT**
 - a. Recommendation to approve a PUD Preliminary Plan for First Street Redevelopment PUD Phase 3
 - b. Recommendation to approve a Redevelopment Agreement with First Street Development II, LLC regarding First Street Redevelopment PUD Phase 3
- 4. ADDITIONAL BUSINESS**
- 5. EXECUTIVE SESSION**
 - Personnel
 - Pending Litigation
 - Probable or Imminent Litigation
 - Property Acquisition
 - Collective Bargaining
- 6. ADJOURNMENT**

		AGENDA ITEM EXECUTIVE SUMMARY					
		Title:		Recommendation to approve a PUD Preliminary Plan for First Street Redevelopment PUD Phase 3			
		Presenter:		Russell Colby			
Please check appropriate box:							
	Government Operations				Government Services		
X	Planning & Development (2/17/15)				City Council		
Estimated Cost:			Budgeted:	YES		NO	
If NO, please explain how item will be funded:							
Executive Summary:							
<p>First Street Development II, LLC has filed an application for PUD Preliminary Plan approval. The proposed site plan includes three mixed-use buildings and a parking deck, which is similar to the Concept Plan presented in January 2014. The plan covers the portion of the site located south of the planned East Plaza and is generally located in the previously planned building footprint locations. Details on the building program and site plan are provided in the Staff Report.</p> <p>The purpose of a PUD Preliminary Plan application is to review the proposal against the approved PUD ordinance and to determine compliance with all other applicable code requirements (including Zoning & Subdivision Codes). Staff has found the application materials to be substantially complete and the plan to be in conformance with the approved PUD ordinance. Staff has provided an analysis in the Staff Report.</p> <p>The Historic Preservation Commission reviewed and unanimously recommended approval of the PUD Preliminary Plan on 11/19/14. The Commission noted a number of positive design features of the proposal vs. the previous 2008 plan, and commented that the proposal will have a positive impact on the historic nature of Downtown St. Charles.</p> <p>The Plan Commission reviewed and unanimously recommended approval of the PUD Preliminary Plan on 12/16/14. The recommendation was conditioned upon resolution of all outstanding staff comments prior to City Council action; future PUD Preliminary Plan approval for the architectural elevations for Building #3, streetscape improvements along First and Illinois streets, the East Plaza and Riverwalk improvements; and for the streetscape and Riverwalk improvements to be installed as each adjacent building is constructed.</p>							
Attachments: (please list)							
Plan Commission Resolution, Historic Preservation Commission Resolution, Staff Report, Application, Plans, 2006 & 2008 First Street PUD Ordinances							
Recommendation / Suggested Action (briefly explain):							
Recommendation to approve a PUD Preliminary Plan for First Street Redevelopment PUD Phase 3							
For office use only:		Agenda Item Number: 3a					

City of St. Charles, Illinois
Plan Commission Resolution No. 18-2014

**A Resolution Recommending Approval of a PUD Preliminary Plan for
First Street Redevelopment PUD-Phase 3 (First Street Development II, LLC)**

Passed by Plan Commission on December 16, 2014

WHEREAS, it is the responsibility of the St. Charles Plan Commission to review PUD Preliminary Plans; and

WHEREAS, the Plan Commission has reviewed the PUD Preliminary Plan for First Street Redevelopment PUD –Phase 3 (First Street Development II, LLC) received November 3, 2014; and

WHEREAS, the Plan Commission finds approval of said PUD Preliminary Plan to be in the best interest of the City of St. Charles.

NOW, THEREFORE, be it resolved by the St. Charles Plan Commission to recommend to the City Council approval of First Street Redevelopment PUD- Phase 3 (First Street Development II, LLC) Preliminary Plan received November 3, 2014 contingent upon the resolution of all staff comments prior to City Council action and subject to future PUD Preliminary Plan approval of architectural plans for Building 3, the streetscape, the East Plaza, and riverwalk to be approved and installed as each building is constructed.

Voice Vote:

Ayes: Wallace, Gaugel, Holderfield, Henningson, Kessler, Pretz, Schuetz

Nays: None

Absent: Doyle, Amatangelo

Motion Carried.

PASSED, this 16th day of December 2014.



Chairman
St. Charles Plan Commission

City of St. Charles, Illinois

Historic Preservation Commission Resolution No. 12-2014

**A Resolution Recommending Approval of
A PUD Preliminary Plan Application for First Street Phase 3**

WHEREAS, it is the responsibility of the St. Charles Historic Preservation Commission to review applications for PUD Preliminary Plan for property located within a Historic District and to make recommendations to the Plan Commission and City Council regarding the potential impact of the application on the historic resources of the City, particularly with regard to designated landmarks and historic districts directly affected; and

WHEREAS, the Historic Preservation Commission has reviewed the application for amendment to PUD Preliminary Plan approval for First Street Phase 3 (site plans and perspective drawings received 11/3/14 and building elevations for Building 1, 2, and the parking deck received 11/19/14); and

WHEREAS, the St. Charles Historic Preservation Commission finds the proposed amendment will have no negative impact on the historic resources of the City and further finds that the proposal will have a positive impact on the historical nature of Downtown St. Charles.

NOW THEREFORE, be it resolved by the St. Charles Historic Preservation Commission to recommend to the Plan Commission and City Council approval of the application for PUD Preliminary Plan for First Street Phase 3.

Roll Call Vote:

Ayes: Bobowiec, Gibson, Pretz, Norris, Withey

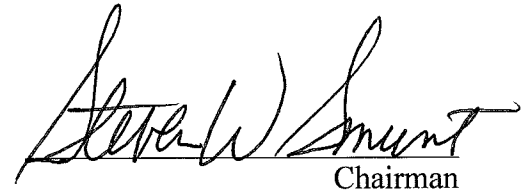
Nays: None

Abstain: None

Absent: Malay

Motion Carried.

PASSED, this 19th day of November, 2014.



Chairman

Community & Economic Development
Planning Division

Phone: (630) 377-4443

Fax: (630) 377-4062



STAFF MEMO

TO: Chairman Dan Stellato
And the Members of the Planning & Development Committee

FROM: Russell Colby
Planning Division Manager

RE: First Street Phase 3 – PUD Preliminary Plan

DATE: February 6, 2015

I. APPLICATION INFORMATION:

Project Name: First Street Phase 3 – PUD Preliminary Plan

Applicant: First Street Development II, LLC

Purpose: Review PUD Preliminary plans for the portion of Phase 3 that includes three-mixed use buildings and a parking deck

General Information:		
Site Information		
Location	Between First St. & the Fox River, north of Illinois St.	
Acres		
Application:	PUD Preliminary Plan	
Applicable City Code Sections	First St. PUD Ords. 2006-Z-26 & 2008-Z-22 Title 17, Chapter 17.06 Design Review Standards & Guidelines, Chapter 17.14 – Business & Mixed Use Districts	
Existing Conditions		
Land Use	Vacant development site & temporary parking lot	
Zoning	CBD-1 Central Business District - PUD	
Zoning Summary		
North	CBD-1 Central Business District - PUD	Vacant land (planned East Plaza & possible building site)
East	CBD-1 Central Business District	Riverwalk & Fox River
South	CBD-1 Central Business District	Fox Island Square
West	CBD-1 Central Business District - PUD	First St. Building #4- The Plaza parking deck
Comprehensive Plan Designation		
Mixed Use		

II. OVERVIEW

A. PROPERTY HISTORY/BACKGROUND

The First Street Redevelopment PUD was approved in 2006 as a five phase project spanning a 7.6 acre area of properties along First Street between Prairie St. and Main St.

Phases 1 and 2 were constructed from 2007 to 2009 (New utility and road infrastructure; Relocation of the Blue Goose store; Building 7A-BMO Harris Bank & 16 affordable rental units; Building 4- The Plaza Parking Deck; and the West Plaza/First Street Place).

Phase 3 is the riverfront property located between Main & Illinois Streets. Construction of Phase 3 was planned to start in 2009. The following was planned as a part of Phase 3 of the project under the approved PUD:

- Public plaza opposite the existing plaza and a bi-level walkway along the riverfront
- A four-story building at the corner of Main St. and First St.
- Three, five-story buildings wrapped around a parking garage on the remainder of the site.

B. CONCEPT PLAN

On 1/7/2014, the Plan Commission reviewed a Concept Plan proposal for Phase 3, followed by the Planning & Development Committee on 1/13/2014. The Concept Plan proposed a revised building plan for Phase 3, including:

- Decrease in building massing.
- Reduction in building footprint and square footage.
- Increase in residential units.
- Decrease in size of the parking deck, but an increase in the number of public parking spaces.
- Some possible first floor office uses (instead of retail).
- Reduction in building height, from 5 floors + mezzanine to 4 & 5 floors.

C. CURRENT PROPOSAL

First Street Development II, LLC has filed an application for PUD Preliminary Plan approval. The proposed site plan includes three mixed-use buildings and a parking deck, which is similar to the Concept Plan presented in January 2014. The plan covers the portion of the site located south of the planned East Plaza and is generally located in the previously planned building footprint locations. Attached are location maps showing the building site in relation to the planned public spaces.

- PUD Preliminary Plans have been submitted for Buildings #1 and #2 and the parking deck. Building #1 is now proposed as all office on the upper floors (instead of residential use). No street level office uses are proposed in any building.
- Building 3: A site plan and development data have been provided for Building #3, which has not yet been designed. PUD Preliminary Plan approval will be required when the building is proposed.

- Streetscape: Streetscape improvements on First St. and Illinois St. are planned to be similar to what has been constructed along the west side of First Street, with the same hardscape materials, planter boxes, lighting and street furniture. On-street angled parking will be provided along First St. Finalized plans for the streetscape improvements will be presented later based on the final building designs. Construction of the streetscape improvements is planned to occur as each building is constructed.
- Riverwalk: The area planned for the bi-level riverwalk is unchanged. Updated plans will be presented later in conjunction with the plans for Building #3. With the creation of two private outdoor dining areas at the north end of Buildings #2 and #3, outdoor dining will not occupy any space along the riverwalk, which will provide for wider pedestrian pathways.
- East Plaza: An area remains reserved for the planned East Plaza, located north of Building #2, although the proposed footprint of Building #2 encroaches about 6 ft. north into the plaza location. Plans for the development of the remaining Phase 3 property north of the East Plaza (up to Main St.) are unknown at this time.

III. ANALYSIS

A. COMPREHENSIVE PLAN

The First Street project was identified in the 2000 Downtown Strategy Plan, which is part of the City's Comprehensive Plan. The Strategy Plan identified the First Street corridor as underutilized and as the most significant opportunity for new development in the downtown. Through a public planning process, the City formulated and adopted the First Street Design Guidelines in 2002 and used then this document as a basis to plan the project. The project was ultimately approved in 2006.

The 2013 Land Use Plan identifies the site as "Mixed Use." In the Downtown Subarea Plan in Chapter 8, the remaining undeveloped First Street building sites are identified as Opportunity Sites. The Phase 3 property is identified as Site J:

"The western portion of the 1st Street development has been constructed and contributed positively to the energy and appearance of Downtown. This site represents the east half of the development which stalled during the economic downturn associated with the housing market collapse. It is recommended that the City continue to promote the approved plan as a viable option for the site, including the residential units that will bring more residents to the Downtown area."

B. HISTORIC PRESERVATION COMMISSION REVIEW

The subject property is located within the Central Historic District, requiring review of the PUD Preliminary Plan by the Historic Preservation Commission regarding its potential impact on the historic district.

The Historic Preservation Commission reviewed the PUD Preliminary Plan on 11/19/2014. The Commission unanimously voted to recommend to the Plan Commission approval of the PUD Preliminary Plan and commented that the proposal will have a positive impact on the historic nature of Downtown St. Charles.

The Commission also listed a number of favorable elements of the plan compared to the previously approved 2008 plan:

- Less obtrusive parking deck
- Tunnel effect on First St. is lessened due to reduced building mass and height
- Opens visual opportunities for tenants to view the river
- Appropriate massing, not a monolithic building
- More horizontal and less vertical emphasis, which is more pedestrian scale

C. ZONING REVIEW:

The First Street PUD established zoning parameters for the project. For the Phase 3 site, zoning deviations to the CBD-1 Central Business zoning district were granted for building sizes in excess of 40,000 square feet and building height in excess of 50 ft. The table below lists the development data for the proposed buildings vs. the 2008 plan. No new zoning deviations are required to accommodate the proposal.

Development data per building, 2015 plan vs. 2008 plan				
	Building #1	Building #2	Building #3	2008 Plan
Building Footprint	11,865 sf	11,846 sf	11,966 sf	Buildings ranged from 10,150 to 20,056 sf.
Building Square footage	47,460 sf	47,384 sf	59,830 sf	Buildings ranged from 61,638 to 89,196 sf.
Building Floors	4	4	5	5+ mezzanine
Building Height	54' (67' to tower)	45'8" (49'2" to parapet)	TBD	Up to 75 ft.
Ground floor uses	Retail	Retail & Restaurant	Retail & Restaurant	Retail & Restaurant
Upper level uses	Office	Residential	Residential	Residential (some 2 nd floor office)

Development data for 2008 Plan vs. 2015 proposal			
	2008 plan	2015 plan	Change
Building Square footage			
Retail	40,374 sf	35,729 sf	-4,645
Office	32,592 sf	35,595 sf	+3,003
Residential	139,509 sf	83,402 sf	-56,107
Total	212,475 sf	154,726 sf	2015 plan is 73% of 2008 plan square footage
Residential Units			
Studio	0	12	+7 residential units (36 rental units in Bldg 2; 32 condo units in Bldg 3)
1 BR	10	20	
2 BR	28	28	
3 BR	6	8	
4 BR	1	0	
TBD	16	0	
Total	61	68	
Parking			
Total spaces provided	170 Private 99 Public	79 Private 110 Public	-91 Private +11 Public
Ratio vs. typical ordinance requirement*	84%	59%	Lower ratio of on-site parking for proposed uses

**Note: Information provided for comparison purposes only. This property is exempt from providing off-street parking per Zoning Ordinance Section 17.24.080. (Property is located within Special Service Areas 1A and 1B and is within the required distance to existing public parking)*

First Floor Use Restrictions

Although the Phase 3 site is located within the Downtown Overlay District, more specific restrictions on first floor uses were included in the First Street PUD Ordinance, and these requirements control the ground floor uses. The percentage restriction on certain types of uses applies as a total overall percentage of all ground floor first floor space in the PUD, which would include other phases of the project as well.

First Street PUD standards for first floor uses:

Only the following uses, as defined herein, shall be permitted on the first floor of enclosed buildings within the Project:

1. Art Gallery/Studio
2. Coffee or Tea Room
3. Cultural Facility*
4. Indoor Recreation and Amusement*

5. *Live Entertainment*
6. *Personal Services**
7. *Restaurant*
8. *Retail Sales*
9. *Tavern/Bar*
10. *Theater**
11. *Utility, Local**
12. *Accessory uses to the preceding uses 1 through 11.*

**Not more than 25% of the total gross leasable floor area on the first floor of all enclosed buildings within the Project, exclusive of ground floor parking areas, the Blue Goose and Building 7A, may be occupied by these uses.*

No deviations have been requested from the existing PUD first floor use restrictions.

D. SITE DESIGN

The proposed buildings and parking deck will be stand-alone structures, unlike the 2008 plan which called for the buildings to be wrapped around and integrated with a central parking deck.

The following site features are incorporated into the PUD Preliminary Plan, which are generally consistent with the design features identified when the PUD was established in 2006:

- Continuous public access around the perimeter of the building site, with pedestrian connections into the parking deck
- Public plaza and bi-level riverwalk remain (with outdoor dining moved off of the riverwalk and onto the private development site)
- Parking generally located at the interior of the site
- Pedestrian-scale storefronts and commercial uses on the ground floor, facing both the streets and the riverwalk
- Upper level residential uses taking advantage of views of the river and downtown

E. BUILDING ARCHITECTURE

Detailed elevations for Buildings #1 and #2 and the parking deck have been provided. The proposed architecture reflects the original vision for the project. The proposal is in compliance with the applicable Design Standards in the Zoning Ordinance. Elements include:

- Scale and proportion that is complementary to the existing downtown.
- 360 degree building architecture, meaning that architectural design elements are consistent on all sides of the buildings.
- Use of traditional architectural elements, including brick as the primary wall material, cornices, stone lintels, and parapets. The tower on Building #1 is roofed with clay tile and topped with a finial.
- High level of first floor window transparency.
- Additional design elements like the tower at the southwest corner of Building #1, the recessed storefront doors on Building #1, and the bump outs on Building #2 break up building mass and add visual interest.
- The ground floor of each building is scaled to the pedestrian.
- Attention to architectural details (sills, lintels, cornices, awnings, parapets, etc.)

F. ACCESS AND CIRCULATION

Parking Deck

- A two-level parking structure is proposed between the buildings.
 - The lower/ground level will be accessed at grade on Illinois St. and will slope down below grade moving to the north end of the deck.
 - Parking is proposed beneath each building and will be accessed from the lower level of the parking structure.
 - There is no internal ramping; vehicular access to the upper level is provided via a ramp off of 1st St.
 - The parking deck access points are in similar locations to the 2008 plan.
 - The parking deck will be for public use and the parking beneath each building will be for private use of the building tenants.
- Dedicated pedestrian access to the parking deck will be provided at the north end of the deck (exiting to the riverwalk) and at the midpoint of the west side of the deck, adjacent to the vehicular ramp to First St. Pedestrians will also be able to exit the ground level out to Illinois St. Accessible parking stalls in the deck will be located at the south end of the lower level and adjacent to the accessible ramp at the north end of the second level.
- Access to Building #3 for emergency services is limited due to the placement of the parking deck. The Fire Department will be able to access the building from Illinois St. and will require access up onto the second level of the parking deck to reach the full length of Building #3. The parking deck is being designed to accommodate the weight of the Fire Dept. ladder truck.
 - The Fire Dept. has requested a drawing showing the fire truck access to the second level of the parking deck.
- The Public Works Dept. has provided information on the City's plans for snow removal from the upper level of the deck to verify the deck will adequately support the weight of the anticipated snow removal vehicles.

Other site access considerations

- Refuse collection locations for Buildings #1 and #3 will be located on Illinois St. adjacent to the parking deck entrance. Refuse collection from Building #2 will be located within the building at the southeast corner. Containers from Building #2 will need to be hauled out to First St. for collection.
- Commercial deliveries will be conducted on-street, similar to the existing parking deck building located across the street.
 - Illinois Street has two through westbound traffic lanes adjacent to the site. Delivery vehicles will be able to stop adjacent to Building #1 without obstructing through traffic. There is the potential to designate a formal loading zone along Illinois St., but the impact of this change on Illinois St. traffic would first need to be analyzed.
 - Deliveries on First St. can be conducted near the existing West Plaza, which is designated as a loading zone on the west side.
- Electric transformer locations have been identified on the site plans. The transformers for Buildings #1 and #3 will be accessed from Illinois St. The transformer for Building #2 is proposed to be located near the north end of Building #2. The final location will be determined later and the intent is to incorporate the transformer into the plans for either the public plaza or outdoor dining area.

G. ENGINEERING REVIEW

Preliminary Engineering Plans have been reviewed by staff. The most recent plans submitted are currently under review. Staff and the applicant have been working collaboratively to address any outstanding plan review comments related to site planning, utilities, and the design of the proposed parking deck. All comments relating to the overall site plan have been addressed. The remaining issues are more technical in nature.

- Utilities were installed at the site based on the 2008 plan and will need to be relocated/ reworked and/or removed.
- The portion of a public storm sewer that crosses the site from west to east and passes under the parking deck will need to be replaced with an alternate pipe material to comply with the Illinois plumbing code. Access will be provided for the Public Works Dept. to maintain the line and the parking deck will be designed to enable the line to be removed and replaced in the future without undermining the foundation of the parking deck.
- Given the lower overall square footage and a comparable number of residential units vs. the 2008 plan, the sanitary system is anticipated to be adequate.
- Environmental remediation needs to occur on the site in connection with the building construction, in particular areas of the site that will be excavated for the parking deck and the under building parking.
- Plans for the streetscaping and riverwalk will need to be updated accordingly based on the final design of the buildings. The streetscape design will need to account for the location of building storefronts in determining the placement of planter beds and landscaping.
- Irrigation and electric to serve the streetscape, East Plaza and riverwalk need to be provided from the buildings.
- A new Plat of Subdivision will be required to revise the building lot lines to reflect the proposed plans and modify easements on the site. A number of access easements will need to be provided to ensure private tenants the right to access the under building parking and for the City to access the areas behind the buildings for utilities and maintenance of the parking deck.

H. INCLUSIONARY HOUSING

The First Street PUD was approved in 2006, prior to the City adopting the Inclusionary Housing Ordinance in 2008. As a part of the PUD and Redevelopment Agreement, 16 affordable rental units were provided for the entire project in Building 7A. Based on the most recent Affordable Housing Update, the requirement to provide affordable units is set a zero. Therefore, no additional units are required for the project at this time.

If the requirement to provide affordable units is in effect at the time the Preliminary Plan is approved, then affordable units (or the equivalent fee-in-lieu) would need to be provided for any residential units over and above the original unit count. (The requirement would apply to the 7 additional units).

I. SCHOOL AND PARK FEE-IN-LIEU CONTRIBUTIONS

School and Park Land Cash Fees will be due for all units in the phase at the time of building permit for the first building in the phase that contains residential units. Land-Cash worksheets have been completed and submitted, but will be subject to change based final unit and bedroom counts prior to the time of building permit.

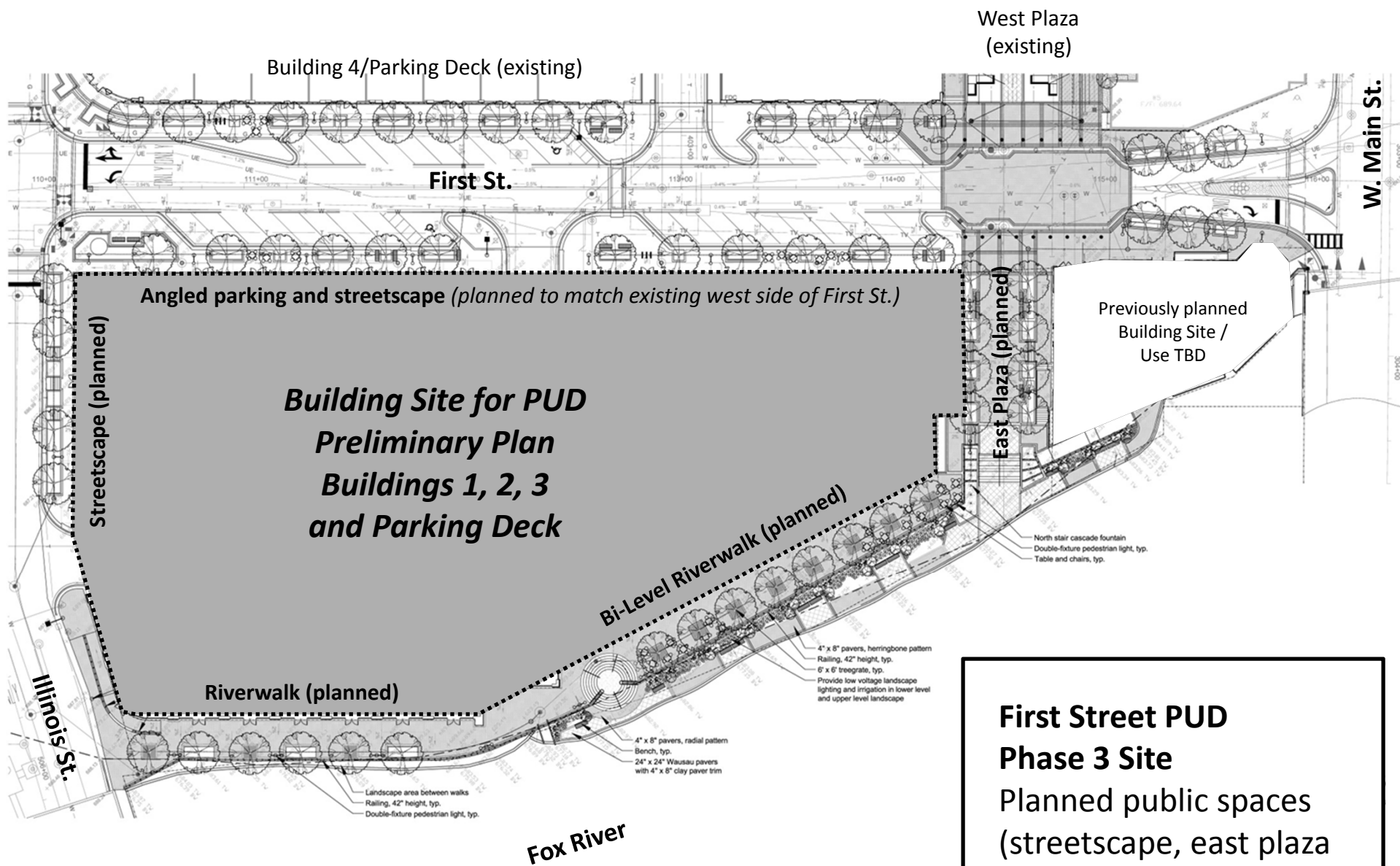
A copy of the PUD Preliminary Plans and the land-cash worksheets have been forwarded to the school and park districts for any comments. Previously, both the school and park districts accepted cash donations for the development and did not request a land dedication.

IV. PLAN COMMISSION RECOMMENDATION

The Plan Commission reviewed and recommended approval of the PUD Preliminary Plan on December 16, 2014. The vote was 7-0. The recommendation was conditioned upon:

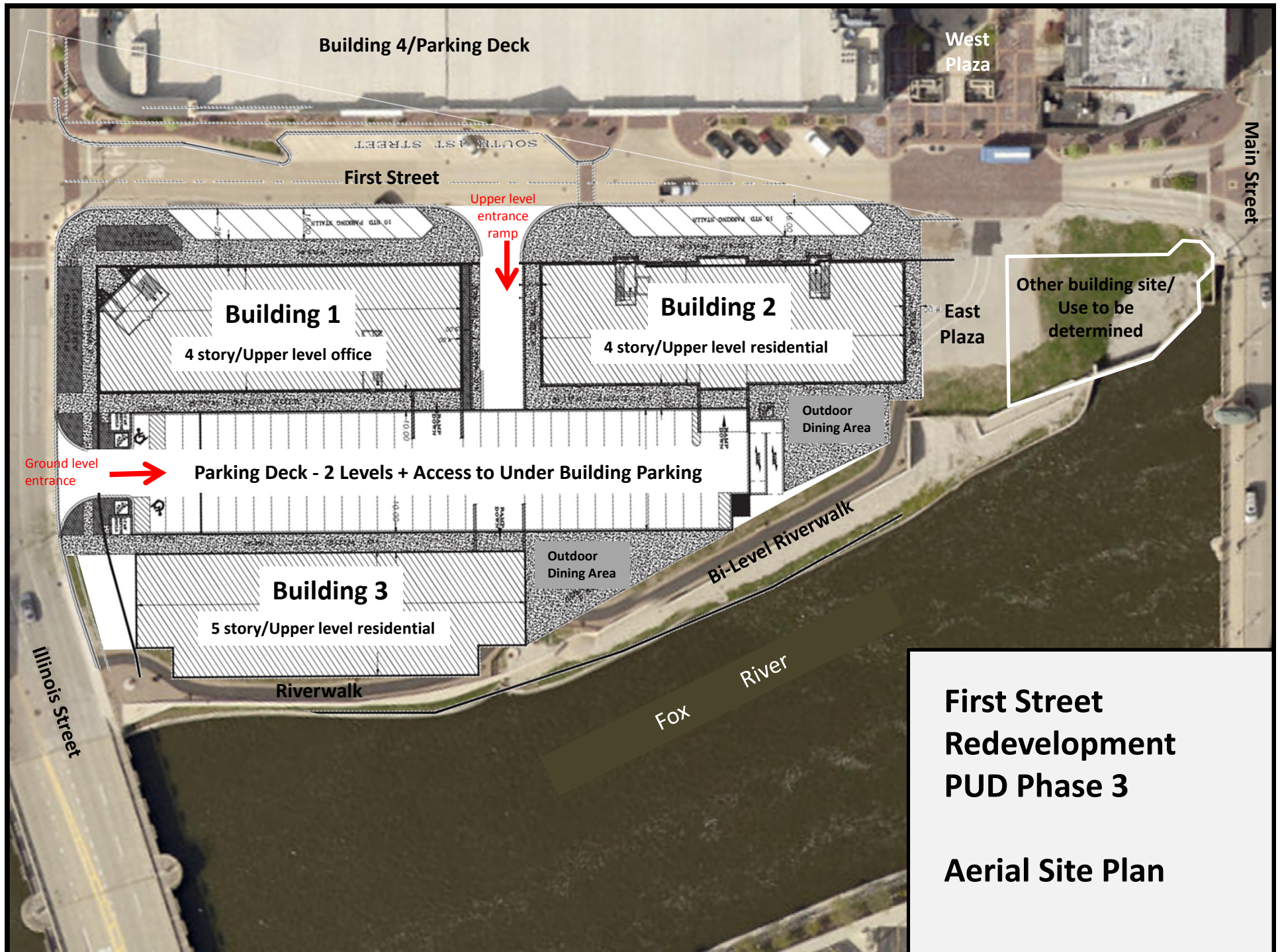
- Resolution out all outstanding staff comments prior to City Council action to approve the Preliminary Plan.
- Future PUD Preliminary Plan approval for:
 - Architectural elevations for Building #3
 - Streetscape improvements along First and Illinois streets
 - The east plaza improvements
 - The riverwalk improvements
- The streetscape and riverwalk improvements being installed as each adjacent building is constructed.





First Street PUD Phase 3 Site

Planned public spaces
(streetscape, east plaza
and riverwalk)



CITY OF ST. CHARLES

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



COMMUNITY DEVELOPMENT/PLANNING DIVISION

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

PUD PRELIMINARY PLAN APPLICATION

CITYVIEW

Project Name:

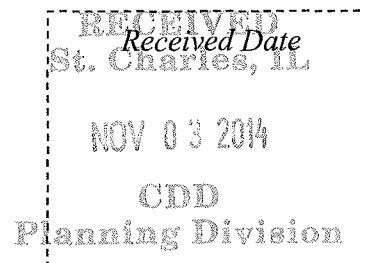
First Street Phase III

Project Number:

2013 -PR- 018

Application Number:

2014 -AP- 038



Instructions:

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

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

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

1. Property Information:

Parcel Number (s): 04-34-127-005, 006, 004, 003, 002
09-27-378-011, 012, 010, 009, 008

Proposed Name of PUD:

First Street Phase III

2. Applicant:

Name First Street Development II, LLC Phone 630-774-9101

Address

409 IL Ave #1-C,
St. Charles, IL 60175

Fax

Email Bob@midwestcustomhome

3. Record Owner:

Name First Street Development, LLC Phone 630-774-9101

Address + City of St. Charles, 60174 Fax

409 ILL Ave #1-C,

St. Charles, IL 60174

Email

4. Billing:

Who is responsible
for paying
application fees
and
reimbursements?

Name Dave Kellman Phone 630-587-5555

Address

409-IL Ave #1-C

St. Charles, IL 60174

Fax

Email

Attachment Checklist

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

- ☐ **APPLICATION:** Completed application form signed by the applicant
- ☐ **APPLICATION FEE:** Application fee in accordance with Appendix B of the Zoning Ordinance.
- ☐ **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.

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

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

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

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

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

- ☐ **SOIL AND WATER CONSERVATION DISTRICT APPLICATION:**

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

- ☐ **ENDANGERED SPECIES REPORT:**

Copy of Endangered Species Consultation Agency Action to be filed with the Illinois Department of Natural Resources.

- ☐ **PLANS:**

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

Copies of Plans:

- Initial Submittal - Fifteen (15) full size copies, Three (3) 11" by 17", and a PDF electronic file on a CD-ROM.
- Revision Submittal for Plan Commission - Twenty-Two (22) full size copies, Three (3) 11" by 17" and a PDF electronic file on a CD-ROM.

- ☐ **SITE/ENGINEERING PLAN:**

A plan or plans showing the following information:

1. Accurate boundary lines with dimensions
2. Existing and proposed easements: location, width, purpose

3. Streets on and adjacent to the tract: Name and right-of-way width, center line elevation, and culverts
4. Location, size, shape, height, and use of existing and proposed structures
5. Location and description of streets, sidewalks, and fences
6. Surrounding land uses
7. Legal and common description
8. Date, north point, and scale
9. Existing and proposed topography
10. All parcels of land intended to be dedicated for public use or reserved for the use of all property owners with the proposal indicated
11. Location of utilities
12. Building/use setback lines
13. Location of any significant natural features
14. Location of any 100-year recurrence interval floodplain and floodway boundaries
15. Location and classification of wetland areas as delineated in the National Wetlands Inventory
16. Existing zoning classification of property
17. Existing and proposed land use
18. Area of property in square feet and acres
19. Proposed off-street parking and loading areas
20. Number of parking spaces provided, and number required by ordinance
21. Angle of parking spaces
22. Parking space dimensions and aisle widths
23. Driveway radii at the street curb line
24. Width of driveways at sidewalk and street curb line
25. Provision of handicapped parking spaces
26. Dimensions of handicapped parking spaces
27. Depressed ramps available to handicapped parking spaces
28. Location, dimensions and elevations of freestanding signs
29. Location and elevations of trash enclosures
30. Provision for required screening, if applicable
31. Provision for required public sidewalks
32. Certification of site plan by a registered land surveyor or professional engineer
33. Geometric plan showing all necessary geometric data required for accurate layout of the site
34. Grading plans showing paving design, all storm sewers, and detention/retention facilities including detention/retention calculations) and erosion control measures
35. Utility plans showing all storm sewers, sanitary sewers, watermains, and appropriate appurtenant structures
36. Exterior lighting plans showing:
 - Location, height, intensity and fixture type of all proposed exterior lighting

- Photometric information pertaining to locations of proposed lighting fixtures

37. Typical construction details and specifications

38. Certification of site engineering plans by a registered professional engineer

39. Proof of application for Stormwater Management Permit

❑ **SKETCH PLAN FOR LATER PHASES OF PUD:**

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

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

❑ **ARCHITECTURAL PLANS:**

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

❑ **TREE PRESERVATION PLAN:**

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

❑ **LANDSCAPE PLAN:**

Landscape Plan showing the following information:

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

☐ **PUBLIC BENEFITS, DEPARTURES FROM CODE:**

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

☐ **SCHEDULE:** Construction schedule indicating:

- a. Phases in which the project will be built with emphasis on area, density, use and public facilities, such as open space, to be developed with each phase. Overall design of each phase shall be shown on the plat and through supporting material.
- b. Approximate dates for beginning and completion of each phase.
- c. If different land use types are to be included within the PUD, the schedule must include the mix of uses to be built in each phase.

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

- The number and rental/for sale status of Market-Rate Units and Affordable Units to be constructed including type of dwelling, number of bedrooms per unit, proposed pricing, and construction schedule, including anticipated timing of issuance of building permits and occupancy certificates.
- Documentation and plans regarding locations of Affordable Units and Market-Rate Units, and their exterior appearance, materials, and finishes.
- A description of the marketing plan that the Applicant proposes to utilize and implement to promote the sale or rental of the Affordable Units within the development; and,
- Any proposal to pay fees in lieu of providing the required Affordable Unit, per section 17.18.050.

☐ **SUBDIVISION PRELIMINARY PLAN CHECKLIST:**

If the PUD Preliminary Plan involves the subdivision of land, a completed Subdivision Preliminary Plan Checklist must be submitted. This Subdivision Checklist may reference the same set(s) of plans as the preceding checklists for Site/Engineering, Sketch Plan, Tree Preservation, and Landscape Plans, but the additional information required by the Subdivision Preliminary Plan Checklist must be included, where applicable.

☐ **APPLICATION FOR SPECIAL USE FOR A PUD:**

The application for PUD Preliminary Plan must be accompanied by an application for a Special Use for a PUD, unless the Special Use was previously granted and no amendment is needed. Documentation required for both applications need not be duplicated.

☐ **HISTORIC DESIGNATION:** Is the property a designated Landmark or in a Historic District? _____

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.

First Street Development II 11-3-14
Record Owner Date

[Signature] 11-3-14
Applicant or Authorized Agent Date

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

STATE OF ILLINOIS)
DALE) SS.
KANE COUNTY)

I, Bob Rasmussen, being first duly sworn on oath depose and say that I am
Manager of First Street Development II, 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>Robert Rasmussen</u>	_____
<u>Keith Kotche</u>	_____
<u>Chuck Wolande</u>	_____
<u>Phil Corcoran</u>	_____
<u>Ed Levato</u>	_____
<u>Phil Wilmington</u>	_____
_____	_____

By: [Signature], Manager

Subscribed and Sworn before me this 3rd day of
NOVEMBER, 202014.

[Signature]
Notary Public





#1 City for Families
by FamilyCircle® 2011

November 4, 2014

Re: First St. Redevelopment PUD – PUD Preliminary Plan for Phase 3

The City of St. Charles, record owner, hereby authorizes the inclusion of certain City-owned parcels in the PUD Preliminary Plan Application filed by First Street Redevelopment II, LLC, dated November 3, 2014. The property is legally described as:

Lots 3, 4, 5, 11 and 12 in the Phase III First Street Redevelopment Subdivision, recorded as Document #2008K089916.

Property located north of Illinois Street, east of First Street, and west of the Fox River, in St. Charles, IL 60174

Mark Koenen, City Administrator

C: John McGuirk, City Attorney
Rita Tungare, Director of Community & Economic Development

RAYMOND P. ROGINA *Mayor*
MARK KOENEN, P.E. *City Administrator*

SCHOOL LAND/CASH WORKSHEET

City of St. Charles, Illinois

Name of Development

Date Submitted:

Prepared by:

First Street Phase III Bldg II

12-9-14

Bob Rasmussen



ST. CHARLES
SEAL 1834

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	12	DU x .000 = 0	DU x .000 = 0	DU x .000 = 0
➤ 1 Bedroom	12	DU x .002 = .024	DU x .001 = 0.012	DU x .001 = 0.012
➤ 2 Bedroom	12	DU x .086 = 1.032	DU x .042 = 0.504	DU x .046 = 0.552
➤ 3 Bedroom		DU x .234 =	DU x .123 =	DU x .118 = 0
Totals	<u>36</u> TDU	<u>1.056</u> TE	<u>0.516</u> TM	<u>0.564</u> TH

School Site Requirements

Type	# of students	Acres per student	Site Acres
Elementary (TE)	1.056	x .025	= 0.0264
Middle (TM)	0.516	x .0389	= 0.0200
High (TH)	0.564	x .072	= 0.0406
Total Site Acres			<u>0.05</u>

Cash in lieu of requirements -

0.05 (Total Site Acres) x \$240,500 (Fair Market Value per Improved Land) = \$ 12,025.00

PARK LAND/CASH WORKSHEET

City of St. Charles, Illinois

Name of Development

Date Submitted:

Prepared by:

First Street Phase III Bldg II

12-9-18

Bob Rasmussen



ST. CHARLES
SINCE 1831

Type of Dwelling	# Dwelling Units (DU)	Population Generation per Unit	Estimated Population
Detached Single Family			
➤ 3 Bedroom		DU x 2.899	=
➤ 4 Bedroom		DU x 3.764	=
➤ 5 Bedroom		DU x 3.770	=
Attached Single Family			
➤ 1 Bedroom		DU x 1.193	=
➤ 2 Bedroom		DU x 1.990	=
➤ 3 Bedroom		DU x 2.392	=
➤ 4 Bedroom		DU x 3.145	=
Apartments			
➤ Efficiency	12	DU x 1.294	= 15.528
➤ 1 Bedroom	12	DU x 1.758	= 21.096
➤ 2 Bedroom	12	DU x 1.914	= 22.968
➤ 3 Bedroom		DU x 3.053	=
Totals	<u>36</u>		<u>59.592</u>
	Total Dwelling Units		Estimated Total Population

Park Site Requirements

Estimated Total Population 59.592 x .010 Acres per capita = 0.59592 Acres

Cash in lieu of requirements -

Total Site Acres 0.59592 x \$240,500 (Fair Market Value per Improved Land) = \$ 143,318.76

SCHOOL LAND/CASH WORKSHEET

City of St. Charles, Illinois

Name of Development

Date Submitted:

Prepared by:

First Street Phase III Bldg. III

12-9-14

Bob Rasmussen



ST. CHARLES
SINCE 1834

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	8	DU x .000 = 0	DU x .000 = 0	DU x .000 = 0
> 2 Bedroom	16	DU x .088 = 1.408	DU x .048 = 0.768	DU x .038 = 0.608
> 3 Bedroom	8	DU x .234 = 1.872	DU x .058 = 0.464	DU x .059 = 0.472
> 4 Bedroom		DU x .322 =	DU x .154 =	DU x .173 =
Apartments				
> Efficiency		DU x .000 =	DU x .000 =	DU x .000 =
> 1 Bedroom		DU x .002 =	DU x .001 =	DU x .001 =
> 2 Bedroom		DU x .086 =	DU x .042 =	DU x .046 =
> 3 Bedroom		DU x .234 =	DU x .123 =	DU x .118 =
Totals	<u>32</u> TDU	<u>3.28</u> TE	<u>1.232</u> TM	<u>1.08</u> TH

School Site Requirements

Type	# of students	Acres per student	Site Acres
Elementary (TE)	3.28	x .025	= 0.082
Middle (TM)	1.232	x .0389	= 0.048
High (TH)	1.08	x .072	= 0.078
Total Site Acres			<u>0.208</u>

Cash in lieu of requirements -

0.208 (Total Site Acres) x \$240,500 (Fair Market Value per Improved Land) = \$ 50,024.00

PARK LAND/CASH WORKSHEET

City of St. Charles, Illinois

Name of Development

Date Submitted:

Prepared by:

First Street Phase III Bldg III

12-9-14

Bob Rasmussen



Type of Dwelling	# Dwelling Units (DU)	Population Generation per Unit	Estimated Population
Detached Single Family			
➤ 3 Bedroom		DU x 2.899	=
➤ 4 Bedroom		DU x 3.764	=
➤ 5 Bedroom		DU x 3.770	=
Attached Single Family			
➤ 1 Bedroom	8	DU x 1.193	= 9,544
➤ 2 Bedroom	16	DU x 1.990	= 31,840
➤ 3 Bedroom	8	DU x 2.392	= 19,136
➤ 4 Bedroom		DU x 3.145	=
Apartments			
➤ Efficiency		DU x 1.294	=
➤ 1 Bedroom		DU x 1.758	=
➤ 2 Bedroom		DU x 1.914	=
➤ 3 Bedroom		DU x 3.053	=
Totals	<u>32</u>		<u>60.52</u>
	Total Dwelling Units		Estimated Total Population

Park Site Requirements

Estimated Total Population 60.52 x .010 Acres per capita = .6052 Acres

Cash in lieu of requirements -

Total Site Acres .6052 x \$240,500 (Fair Market Value per Improved Land) = \$ 145,550.60

1ST STREET PHASE 3
NORTHEAST CORNER OF 1ST STREET AND ILLINOIS STREET
ST. CHARLES, ILLINOIS

WARNING

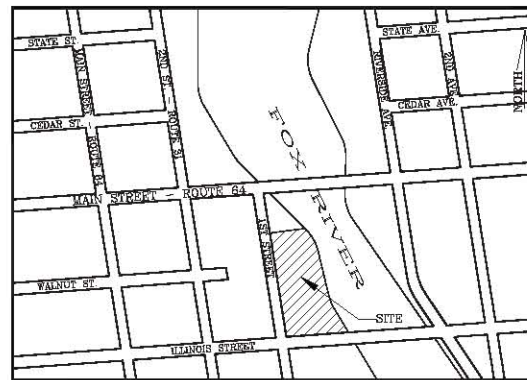


CALL BEFORE
YOU DIG
(8 HOURS NOTICE REQUIRED PRIOR TO DIGGING)

CITY OF ST. CHARLES NOTES

1. ALL PREVIOUS AREA SHALL BE SOODED OVER A MINIMUM OF 6" OF TOP SOIL UNLESS OTHER LANDSCAPING METHODS ARE APPROVED ON THE LANDSCAPING PLAN.
2. ALL CONDUIT OR PIPE CONSTRUCTED UNDER EXISTING OR PROPOSED PAVED SURFACES AND WALKS SHALL BE BACKFILLED WITH GRANULAR BACKFILL THOROUGHLY COMPACTED IN ACCORDANCE WITH THE SPECIFICATIONS. GRANULAR BACKFILL IS ALSO REQUIRED WITHIN 2' OF PAVED SURFACES.
3. ALL PAVING, SIDEWALK, AND EXCAVATION WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS OF THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) AND THE CITY OF ST. CHARLES STANDARD DETAILS, CODES AND REQUIREMENTS.
4. ALL SEWER AND WATER MAIN WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS AND CITY OF ST. CHARLES CONSTRUCTION STANDARDS.
5. CONTRACTOR TO GUARANTEE ALL MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR AFTER ACCEPTANCE BY THE CITY.
6. ALL EXISTING UTILITIES OR IMPROVEMENTS, INCLUDING WALKS, CURBS, PAVEMENT AND PARKWAYS DAMAGED OR REMOVED DURING CONSTRUCTION SHALL BE PROMPTLY RESTORED TO THEIR RESPECTIVE ORIGINAL CONDITION.
7. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES PRIOR TO CONSTRUCTION TO VERIFY IN THE FIELD ALL EXISTING AND UNDERGROUND UTILITIES ADJACENT TO THE PROJECT, AND BE RESPONSIBLE FOR PROTECTION OF SAME.
8. ALL CONCRETE SHALL BE 6 BAG MIX, 3500 PSI CONCRETE AT 14 DAYS. CURING MATERIAL SHALL BE MEMBRANE CURING COMPOUND AND SHALL BE WHITE IN COLOR TO ASSURE ADEQUATE COVERAGE.
9. CONTRACTOR SHALL NOTIFY CITY 48 HOURS IN ADVANCE OF CONSTRUCTION OF UNDERGROUND WORK. NO UNDERGROUND WORK SHALL BE COVERED UNTIL SAME HAS BEEN INSPECTED BY THE CITY. APPROVAL TO PROCEED MUST BE OBTAINED FROM THE CITY PRIOR TO INSTALLING PAVEMENT BASE, PAVEMENT BINDER, PAVEMENT SURFACE, AND PRIOR TO POURING ANY CONCRETE AFTER FORMS HAVE BEEN SET.
10. IF APPLICABLE, ALL NEW REINFORCED CONCRETE PIPE STORM SEWER 12" AND LARGER WHERE SHOWN ON THE PLANS SHALL BE ASTM DESIGNATION C-78 MINIMUM CLASS, CLASS III. ALL PIPE WITH LESS THAN 3' OF COVER AND MORE THAN 15' OF COVER SHALL BE CLASS V. ALL JOINTS SHALL BE "O" RING RUBBER GASKET CONFORMING TO ASTM C-361 SPECIFICATIONS. ALL STORM SEWERS WITH LESS THAN 1.5' OF COVER AND ALL DUCTILE IRON PIPE STORM SEWERS WHERE SHOWN ON THE PLANS SHALL BE DUCTILE IRON PIPE CLASS 52 ANSI SPECIFICATIONS A-21.31 WITH PUSH-ON OR MECHANICAL JOINTS AND POLYETHYLENE ENCASEMENT.
11. BITUMINOUS PAVEMENT MATERIAL MUST BE PLACED IN TWO LIFTS. THICKNESS OF EACH LIFT SHALL BE AS SHOWN ON APPROVED PLANS. ALL MATERIAL SHALL BE CLASS I BITUMINOUS AS PER DOT STANDARDS. THE FINAL SURFACE COURSE SHALL NOT BE INSTALLED UNTIL THE CITY HAS APPROVED THE COMPACTION OF THE BINDER MATERIAL. THE BINDER COURSE SHALL NOT BE INSTALLED UNTIL THE COMPACTION OF THE STONE BASE HAS BEEN APPROVED BY THE CITY. THE FINAL SURFACE COURSE MAY NOT BE INSTALLED UNTIL THE MAJOR PORTION OF BUILDING CONSTRUCTION HAS BEEN COMPLETED AS DETERMINED AND APPROVED BY THE CITY.

NOTE: IN CASE OF CONFLICT WITH OTHER NOTES AND SPECIFICATIONS, THE CITY'S STANDARD NOTES AND DETAILS SHALL APPLY.



LOCATION MAP
NOT TO SCALE

LEGEND

	PROPOSED STORM SEWER		PROPOSED SPOT GRADE
	EXISTING STORM SEWER		EXISTING SPOT GRADE
	PROPOSED SANITARY SEWER		PROPOSED CONTOUR
	EXISTING SANITARY SEWER		EXISTING CONTOUR
	PROPOSED WATER MAIN		SILT FENCE
	EXISTING WATER MAIN		OVERFLOW DIRECTION
	PROPOSED SANITARY MANHOLE		PROPOSED CURB
	EXISTING SANITARY MANHOLE		EXISTING CURB
	EXISTING STORM STRUCTURE		PROPOSED EDGE OF PAVEMENT
	PROPOSED FIRE HYDRANT		
	PROPOSED GATE VALVE		

SHEET INDEX

TITLE	SHEET NO.
TITLE SHEET.....	1
TOPOGRAPHY & DEMOLITION PLAN.....	2
GEOMETRIC PLAN.....	3
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BUILDING 2 INFORMATION.....	5
PARKING STRUCTURE UPPER/LOWER LEVELS.....	6
GRADING PLAN.....	7
UTILITY PLAN.....	8
PLAT OF SUBDIVISION	

BENCHMARK:

CITY OF ST. CHARLES—
STATION N 18 ELEV=888.46 NAVD85
AT SAINT CHARLES, KANE COUNTY, IN NORTHEAST
LIMESTONE CORNER OF THE REHMS ELECTRICAL
BUILDING, 6 FEET EAST OF THE NORTH (FRONT)
ENTRANCE, AND ABOUT 1 FOOT ABOVE SIDEWALK.
A STANDARD DISC, STAMPED N 19 1894 AND SET
VERTICALLY.

UNDERGROUND UTILITY NOTE:
The location of existing underground utilities, such as water mains, sewers, gas lines, etc., as shown on the plans, has been determined from the best available information and is given for the convenience of the Contractor. However, the Owner and the Engineer do not assume responsibility in the event that during construction, utilities other than those shown may be encountered, and that the actual location of these which are shown may be different from the location as shown on the plans.

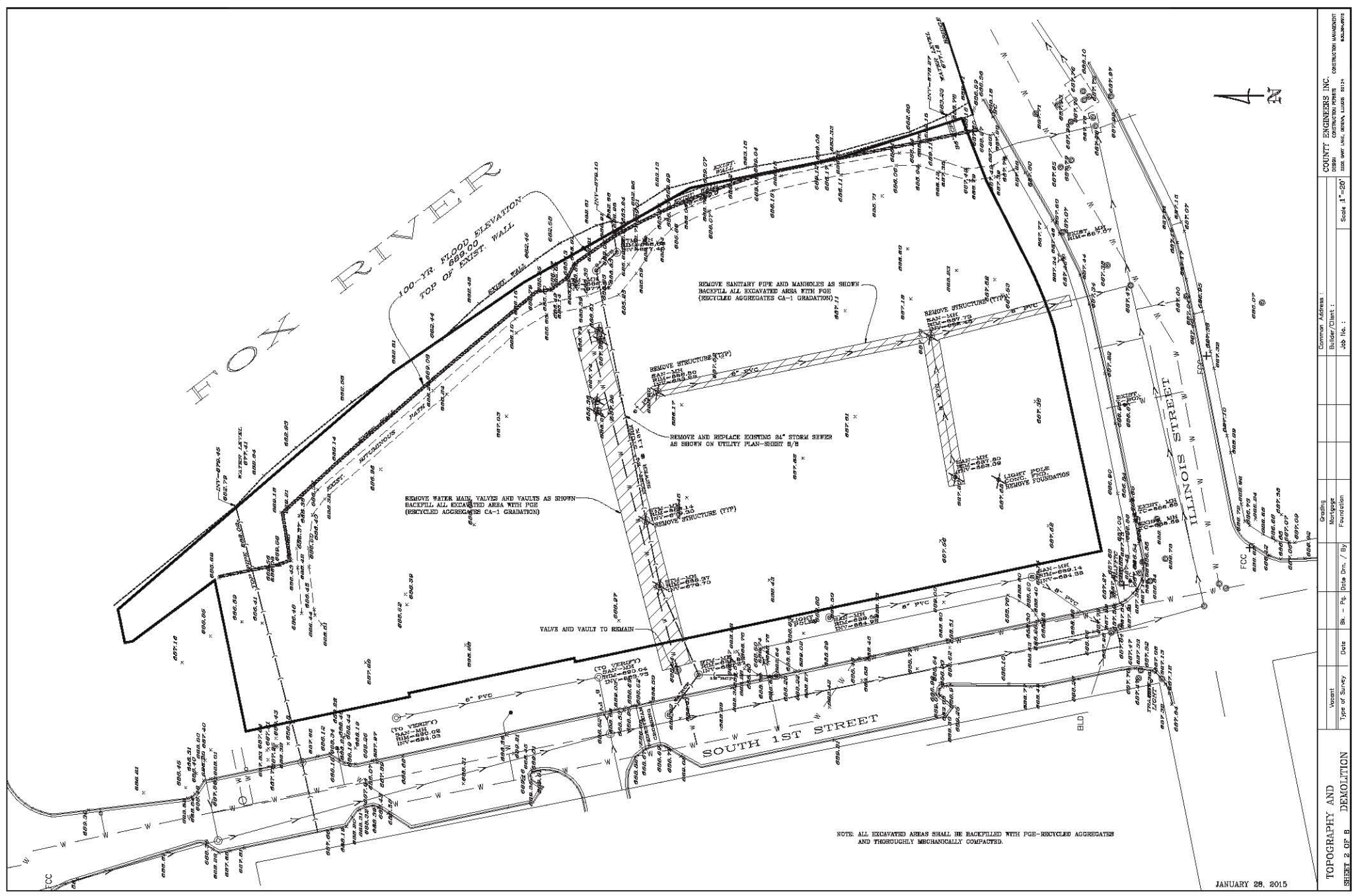
USE OF DRAWINGS
Client agrees not to use or permit any other person to use plans, drawings, or other product prepared by the Engineer, which plans, drawings, or other work product are not final and which are not signed, and stamped or sealed by the Engineer and contain the words "Released For Construction".

HOLD HARMLESS STATEMENT
The Engineer is not overseeing the construction of this project. The use of these Drawings and Specifications by and Contractor, Subcontractor, Builders, Mechanics, Tradesman or Worker shall constitute a Hold Harmless Agreement between the User and the Engineer. The User shall in fact agree to hold the Engineer harmless for any responsibility in regard to construction means, methods, techniques, sequences or procedures and for any safety precautions and programs in connection with the work and further shall hold the Engineer harmless for costs and problems arising from the negligence of Contractor, Subcontractor, Builders, Mechanics, Tradesman or Workers. The use of these Drawings also implies that the Engineer shall take no responsibility for the plan User's failure to carry out the work in accordance with the Drawing and Specifications.

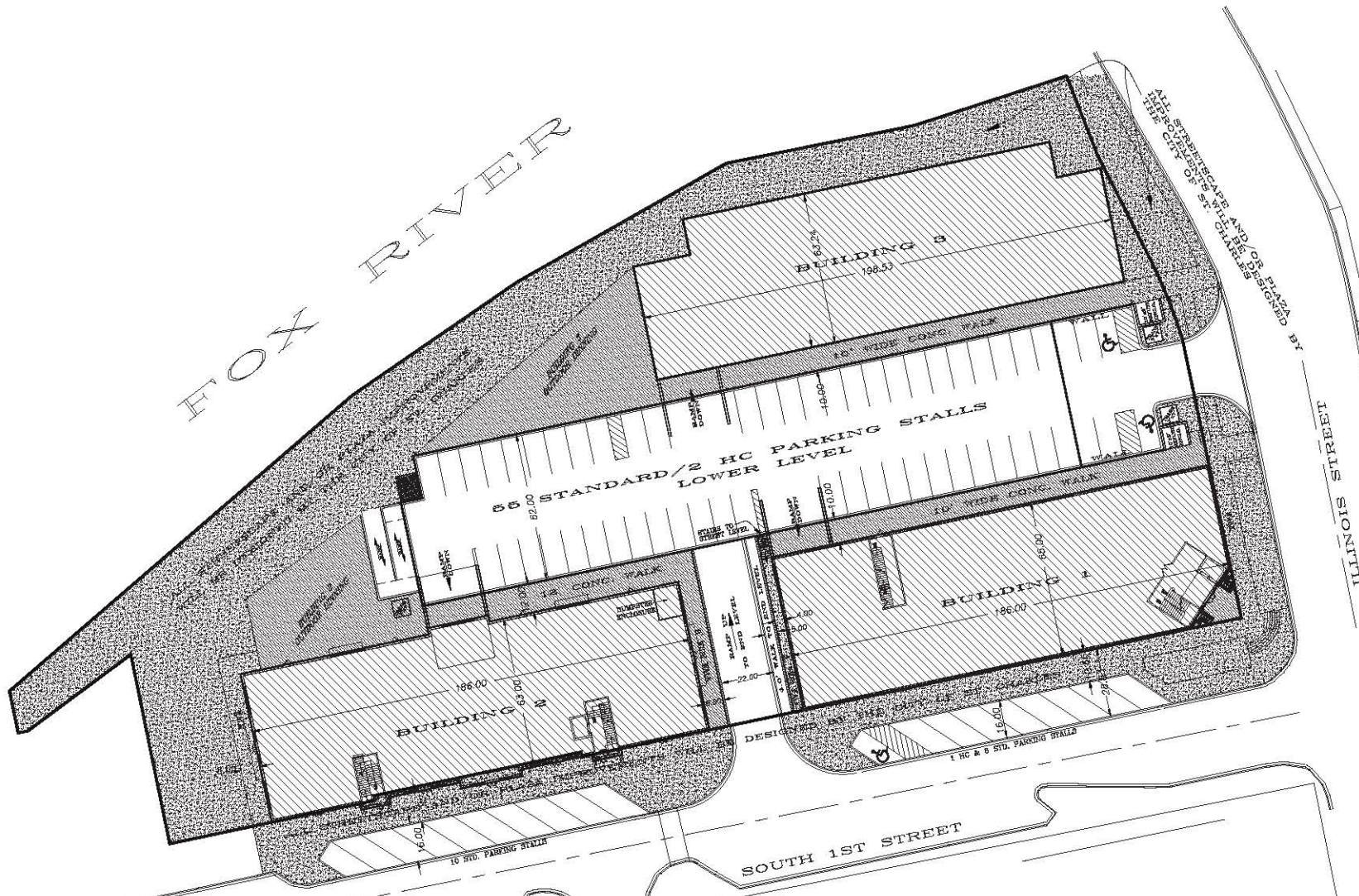
COUNTY ENGINEERS INC.
2202 GARY LANE, GENEVA, ILLINOIS 60134
630.364.6976 ceillinois@aol.com



BRANDON JAFARI
REGISTERED PROFESSIONAL ENGINEER
RENEWAL DATE: 11/30/15



FOX RIVER



LOTS:

LOT BLDG-1.....	11,901 SF
LOT BLDG-2.....	14,867 SF
LOT BLDG-3.....	14,579 SF
COMMON LOT-4.....	47,818 SF
TOTAL AREA.....	88,666 SF

GEOMETRIC PLAN
SHEET 3 OF 8

COUNTY ENGINEERS INC.
CONSTRUCTION MANAGEMENT
1000 N. 1ST ST. ST. CHARLES, MO 63105
Scale: 1"=20'

Common Address :
Builder/Client :
Job No. :

Grading :
Maneuver :
Foundation :

Blank - Pg. :
Data Dwg. / By :
Date :
Type of Survey :
Vacant :

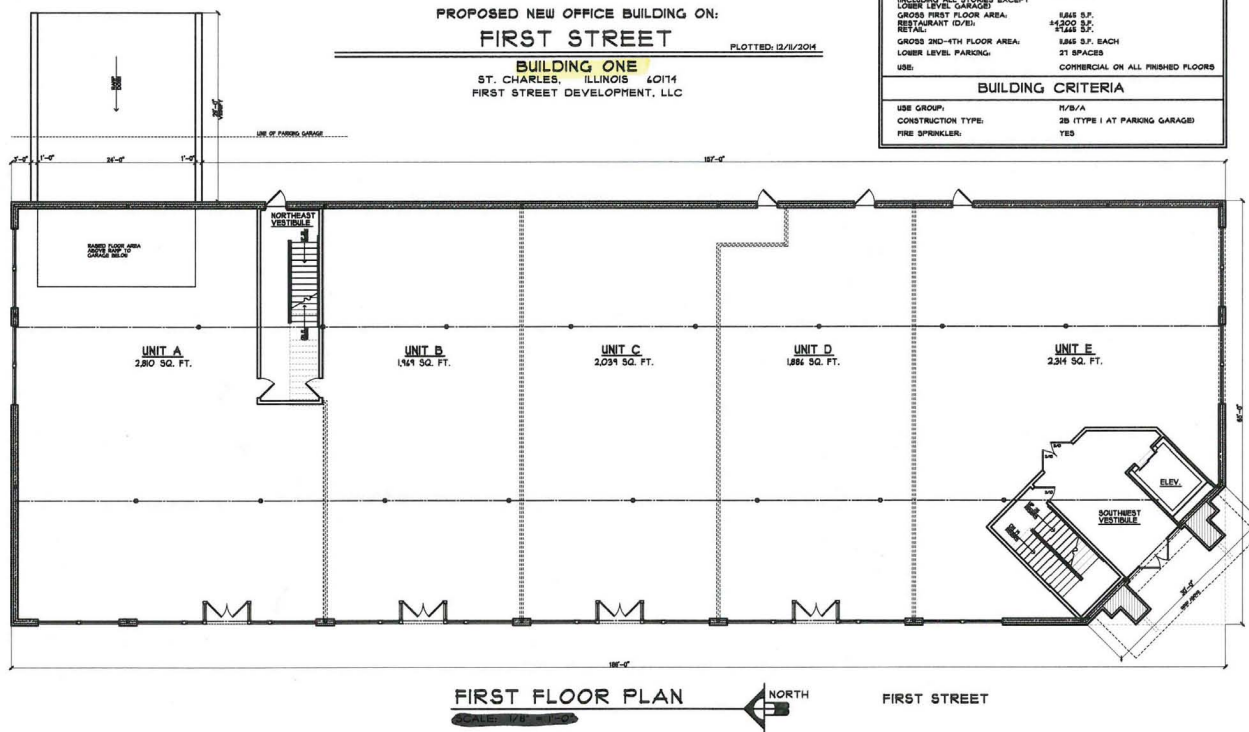
JANUARY 28, 2015

FCC

SITE CRITERIA	
FOOTPRINT:	2,885 S.F.
TOTAL GROSS BUILDING AREA:	11,160 S.F.
INCLUDING ALL STORIES EXCEPT LOWER LEVEL GARAGE:	
GROSS FIRST FLOOR AREA:	2,885 S.F.
RESTAURANT (O.B.):	2,885 S.F.
RETAIL:	2,885 S.F.
GROSS 2ND-4TH FLOOR AREA:	5,490 S.F. EACH
LOWER LEVEL PARKING:	21 SPACES
USE:	COMMERCIAL ON ALL FINISHED FLOORS
BUILDING CRITERIA	
USE GROUP:	1/5-A/6
CONSTRUCTION TYPE:	2B (TYPE I AT PARKING GARAGE)
FIRE SPRINKLER:	YES

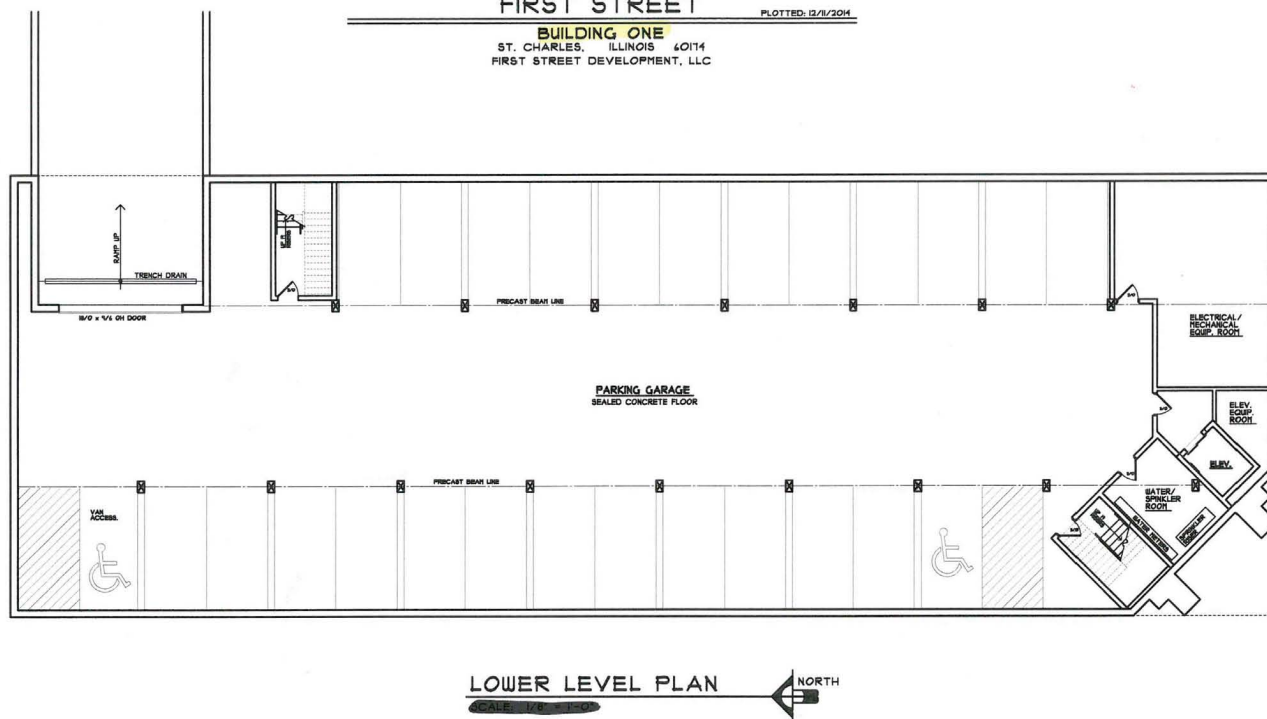
PLOTTED: 12/11/2014

BUILDING ONE
ST. CHARLES, ILLINOIS 60174
FIRST STREET DEVELOPMENT, LLC



PLOTTED: 12/11/2014

BUILDING ONE
ST. CHARLES, ILLINOIS 60174
FIRST STREET DEVELOPMENT, LLC



JANUARY 28, 2015

BUILDING 1 INFORMATION

Vacant			
Type of Survey	Date	Bk. - Pg.	Date Drn. / By

Grading
Mortgage
Foundation

Common Address :
Builder/Client :
Job No. :

COUNTY ENGINEERS INC.
DESIGN CONSTRUCTION PERMITS
2202 GARY LANE, GENEVA, ILLINOIS 60134

CONSTRUCTION MANAGEMENT
630.364.6978

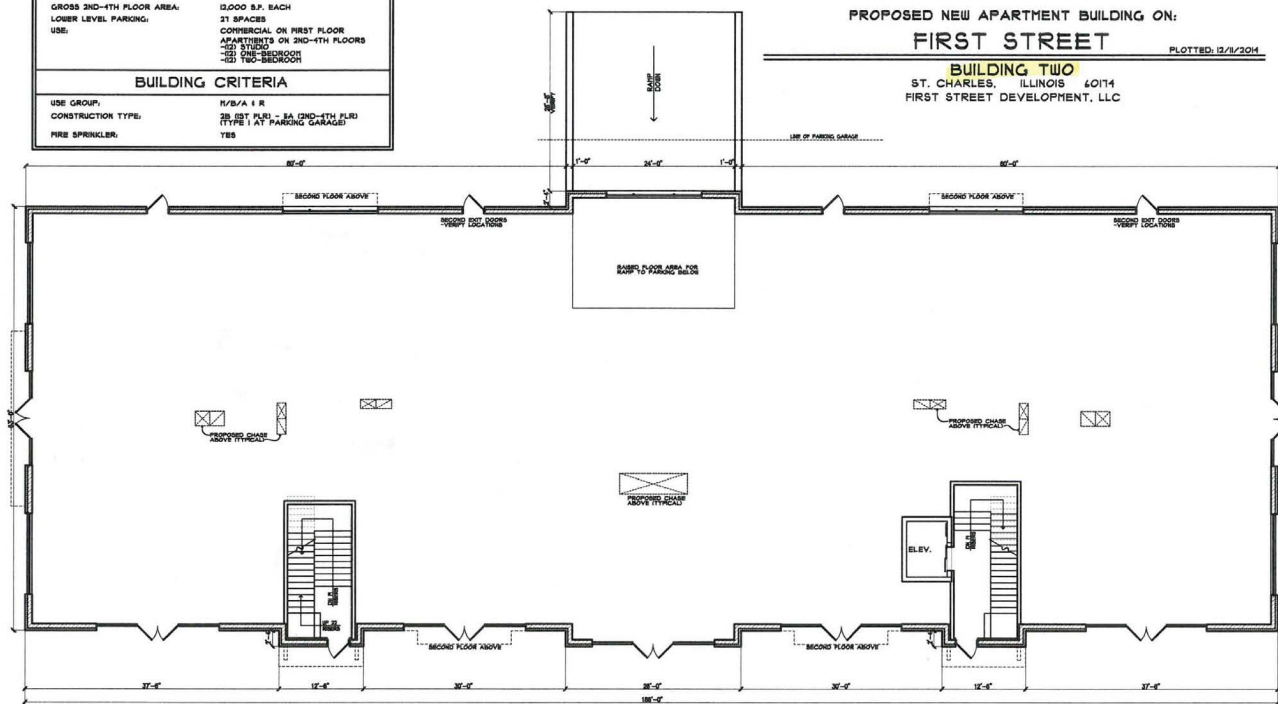
SITE CRITERIA	
FOOTPRINT:	8K41 S.F.
TOTAL GROSS BUILDING AREA: (INCLUDING ALL STORES EXCEPT LOWER LEVEL GARAGE)	41,004 S.F.
GROSS FIRST FLOOR AREA:	8,874 S.F.
RESTAURANT:	14,000 S.F.
RETAIL:	2,000 S.F.
GROSS 2ND-10TH FLOOR AREA:	13,000 S.F. EACH
LOWER LEVEL PARKING:	21 SPACES
USE:	COMMERCIAL ON FIRST FLOOR APARTMENTS ON 2ND-10TH FLOORS -001 TWO-BEDROOM -002 TWO-BEDROOM -003 TWO-BEDROOM
BUILDING CRITERIA	
USE GROUP:	R/S/A I & R
CONSTRUCTION TYPE:	TYPE I FUL - SA (2ND-10TH FUL TYPE I AT PARKING GARAGE)
FIRE SPRINKLER:	YES

FIRST STREET

PLOTTED: 12/11/2014

BUILDING TWO

ST. CHARLES, ILLINOIS 60174
FIRST STREET DEVELOPMENT, LLC



FIRST STREET

FIRST FLOOR PLAN

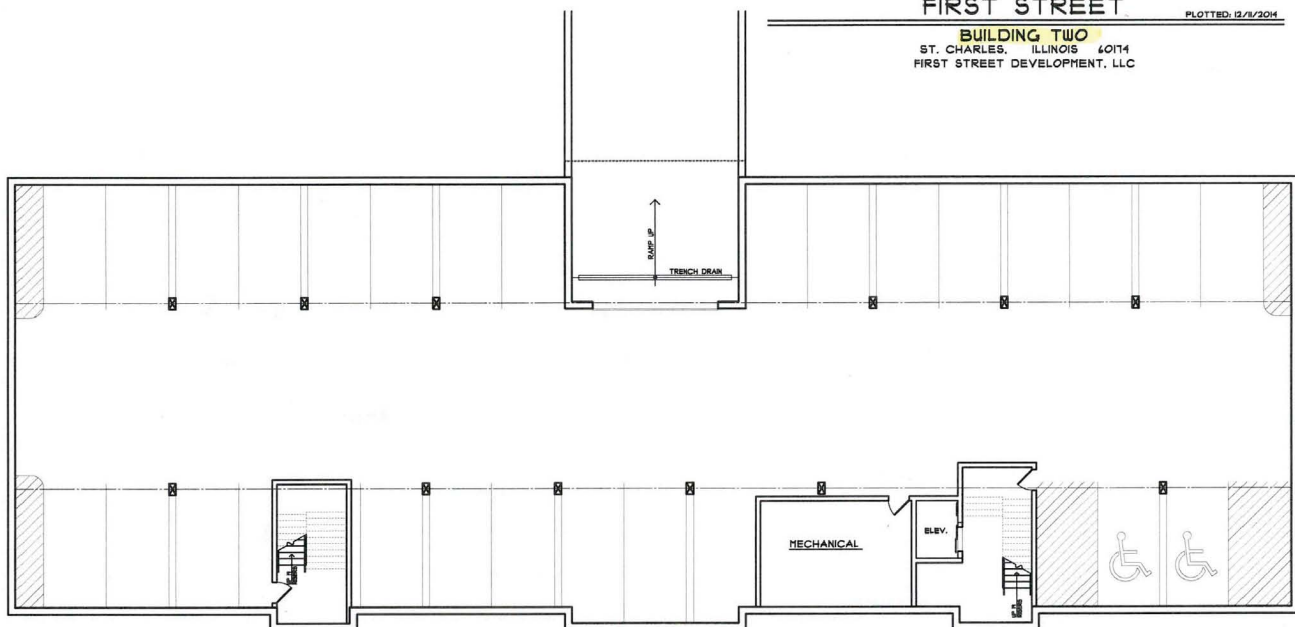


FIRST STREET

PLOTTED: 12/11/2014

BUILDING TWO

ST. CHARLES, ILLINOIS 60174
FIRST STREET DEVELOPMENT, LLC



LOWER LEVEL PLAN



JANUARY 28, 2015

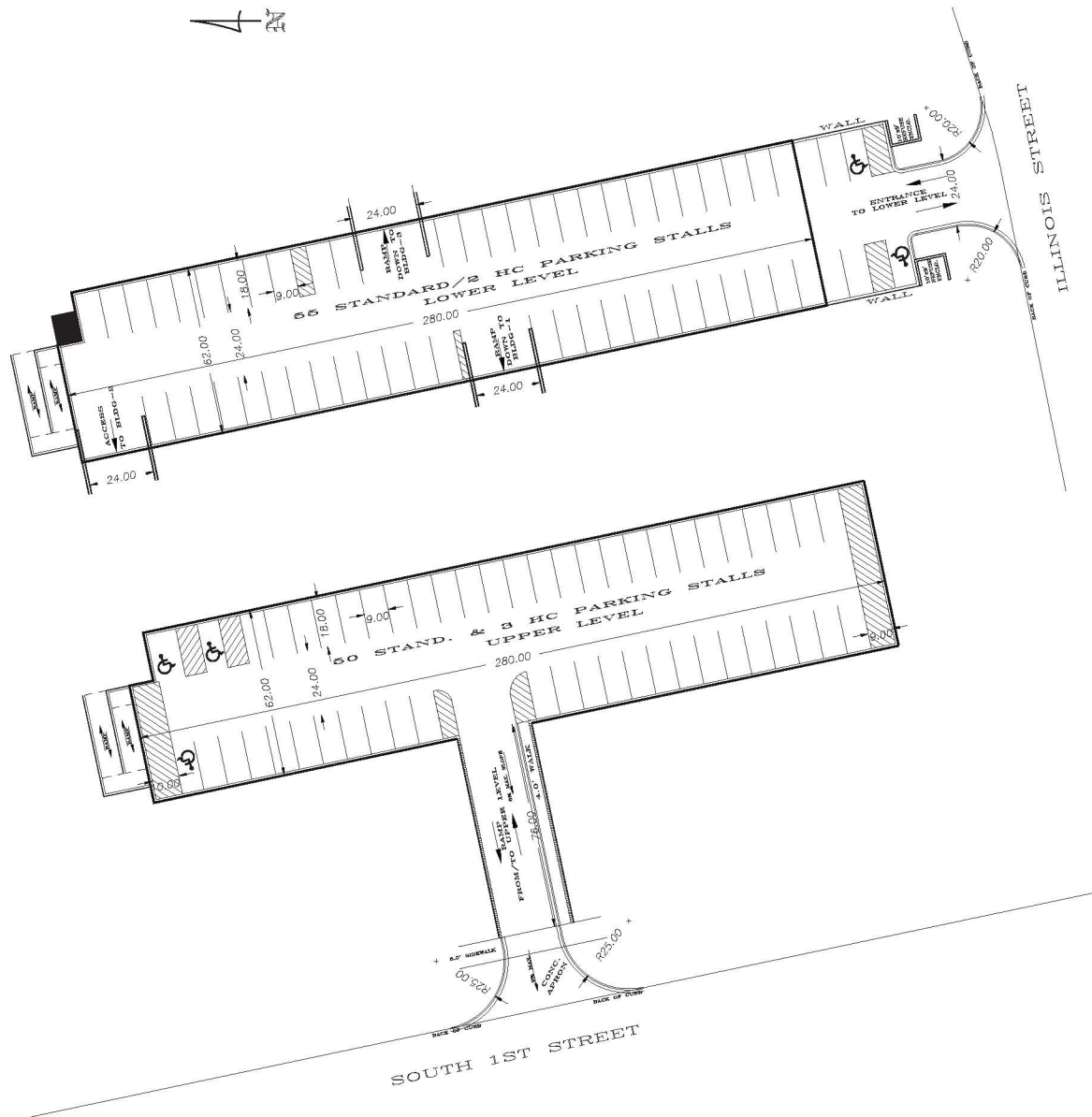
BUILDING 2 INFORMATION

SHEET 5 OF 8

				Grading				Common Address :		COUNTY ENGINEERS INC. DESIGN CONSTRUCTION PERMITS CONSTRUCTION MANAGEMENT	
Vacant				Mortgage				Builder/Client :			
Type of Survey	Date	Bk. - Pg.	Date Dm. / By	Foundation		Job No. :		Scale : NTS			

COUNTY ENGINEERS INC.

DESIGN	CONSTRUCTION PERMITS	CONSTRUCTION MANAGEMENT
2202 GARY LANE, GENEVA, ILLINOIS	60134	630.364.6978



BUILDING ONE

SITE CRITERIA

FOOTPRINT:	1867 S.F.
TOTAL GROSS BUILDING AREA, INCLUDING ALL STORIES EXCEPT LOWER LEVEL GARAGE:	41460 S.F.
GROSS FIRST FLOOR AREA:	1867 S.F.
RESTAURANT (O/R):	14000 S.F.
GROSS 2ND-4TH FLOOR AREA:	1867 S.F. EACH
LOWER LEVEL PARKING:	21 SPACES
USE:	COMMERCIAL ON ALL FINISHED FLOORS

BUILDING CRITERIA

USE GROUP:	R/B/A
CONSTRUCTION TYPE:	2B (TYPE I AT PARKING GARAGE)
FIRE SPRINKLER:	YES

BUILDING TWO

SITE CRITERIA

FOOTPRINT:	1846 S.F.
TOTAL GROSS BUILDING AREA, INCLUDING ALL STORIES EXCEPT LOWER LEVEL GARAGE:	41404 S.F.
GROSS FIRST FLOOR AREA:	1846 S.F.
RESTAURANT:	14000 S.F.
GROSS 2ND-4TH FLOOR AREA:	1846 S.F. EACH
LOWER LEVEL PARKING:	21 SPACES
USE:	COMMERCIAL ON FIRST FLOOR APARTMENTS ON 2ND-4TH FLOORS 101 ONE-BEDROOM 101 TWO-BEDROOM

BUILDING CRITERIA

USE GROUP:	R/B/A I R
CONSTRUCTION TYPE:	2B (2B FLOOR - 5A (2ND-4TH FLOOR) TYPE I AT PARKING GARAGE)
FIRE SPRINKLER:	YES

BUILDING THREE

SITE CRITERIA

FOOTPRINT:	15144 S.F.
TOTAL GROSS BUILDING AREA, INCLUDING ALL STORIES EXCEPT LOWER LEVEL GARAGE:	151830 S.F.
GROSS FIRST FLOOR AREA:	15144 S.F.
RESTAURANT:	14000 S.F.
GROSS SECOND-FIFTH FLOOR:	15144 S.F. EACH
LOWER LEVEL PARKING:	25 SPACES (ESTIMATED)
USE:	COMMERCIAL ON FIRST FLOOR CONDOMINIUMS ON 2ND-5TH FLOORS

BUILDING CRITERIA

USE GROUP:	R/B/A I R
CONSTRUCTION TYPE:	2B (TYPE I AT PARKING GARAGE)
FIRE SPRINKLER:	YES

PARKING DATA:

	UNDERGROUND	ABOVEGROUND	HC SPACES
BUILDING 1	25		2
BUILDING 2	25		2
BUILDING 3	25		2
PARKING STRUCTURE	55	50	5
1ST STREET		20	
TOTAL	130	70	11

JANUARY 28, 2015

PARKING STRUCTURE
UPPER/LOWER LEVELS
SHEET 6 OF 8

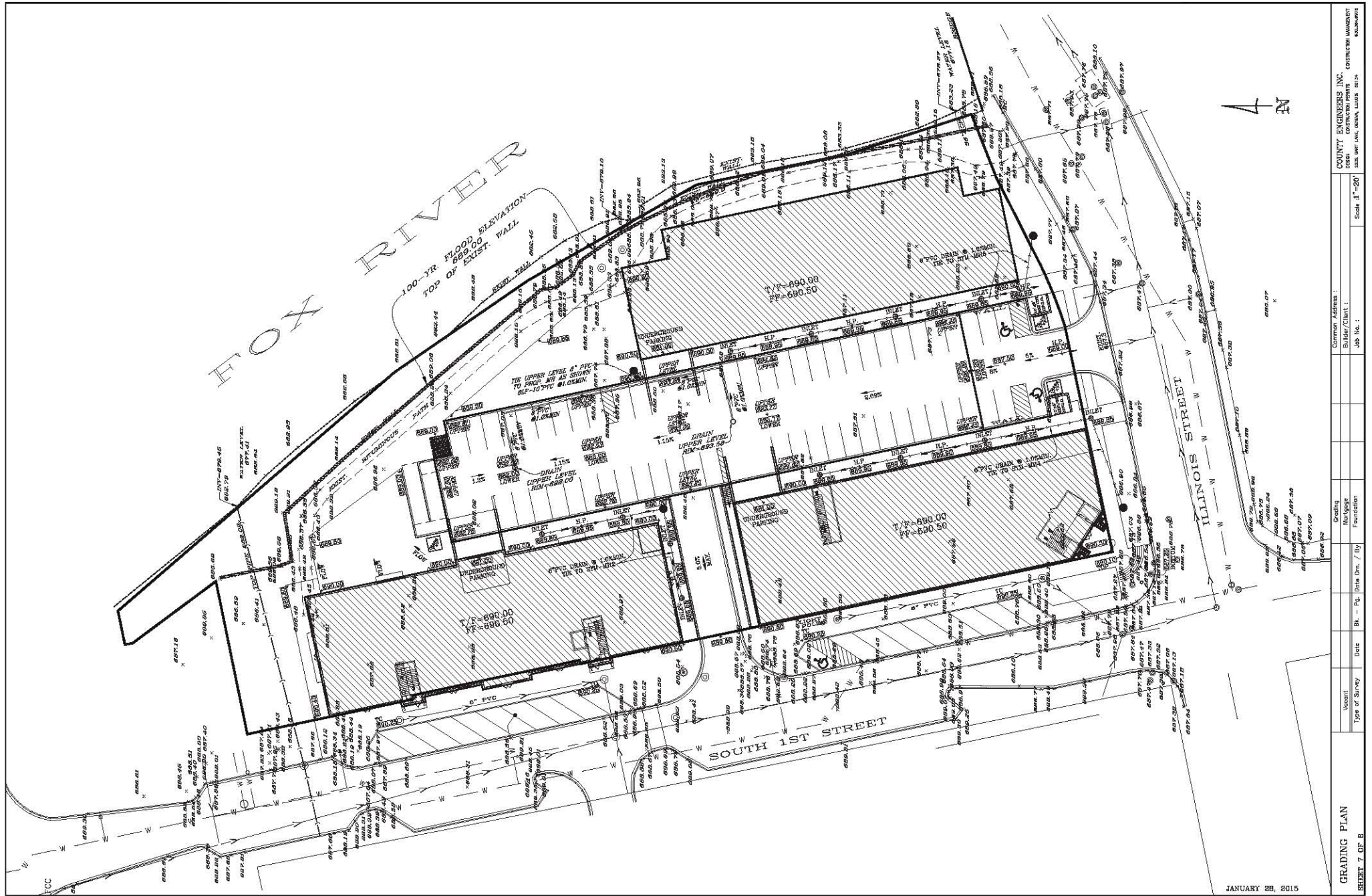
COUNTY ENGINEERS INC.
CONSTRUCTION MANAGEMENT
2000 WEST LANE, SUITE 100, CHICAGO, ILLINOIS 60612
Scale: 1"=20'

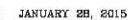
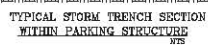
Contract Address :
Builder/Client :
Job No. :

Grading
Mortgage
Foundation

Blk. - Pg.
Date

Vacant
Type of Survey





FOX RIVER



ILLINOIS STREET

SOUTH 1ST STREET

LOT BLDG-2

LOT BLDG-3

COMMON LOT-4

LOT BLDG-1

LOTS:

LOT BLDG-1	13,950 SF
LOT BLDG-2	16,316 SF
LOT BLDG-3	16,972 SF
COMMON LOT-4	41,428 SF
TOTAL AREA	88,666 SF

1ST STREET PHASE 3

PROPOSED PLAT

SHEET 1 OF 1

COUNTY ENGINEERS INC.
CONTRACTING MANAGEMENT
STATE OF ILL. ARCH. LICENSE 04374

Common Address :
Builder/Client :
Job No. :
Scale 1"=20'

Grading
Mortgage
Foundation

Owner
Type of Survey
Date
Bk. - Pg.
Data Dwn. / By

JANUARY 28, 2015

FCC



SOUTH ELEVATION BUILDING ONE 2-2-15
 FIRST STREET - PHASE THREE - ST. CHARLES, IL
 FIRST STREET DEVELOPMENT II, LLC & MARSHALL ARCHITECTS



NORTH ELEVATION BUILDING ONE 2-2-15
 FIRST STREET - PHASE THREE - ST. CHARLES, IL
 FIRST STREET DEVELOPMENT II, LLC & MARSHALL ARCHITECTS







WEST ELEVATION BUILDING TWO 2-2-15
FIRST STREET - PHASE THREE - ST. CHARLES, IL
FIRST STREET DEVELOPMENT II, LLC & MARSHALL ARCHITECTS



ALUMINUM
LOUVER

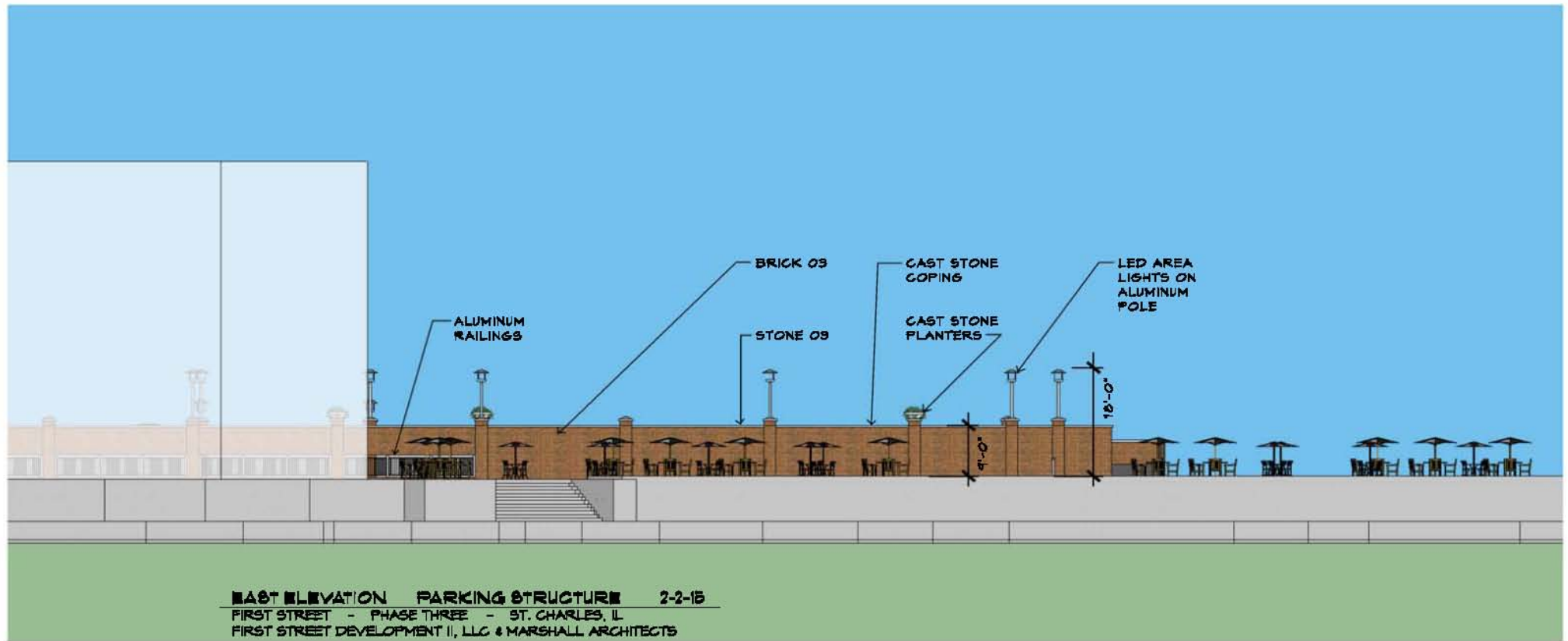
EAST ELEVATION BUILDING TWO 2-2-15
FIRST STREET - PHASE THREE - ST. CHARLES, IL
FIRST STREET DEVELOPMENT II, LLC & MARSHALL ARCHITECTS

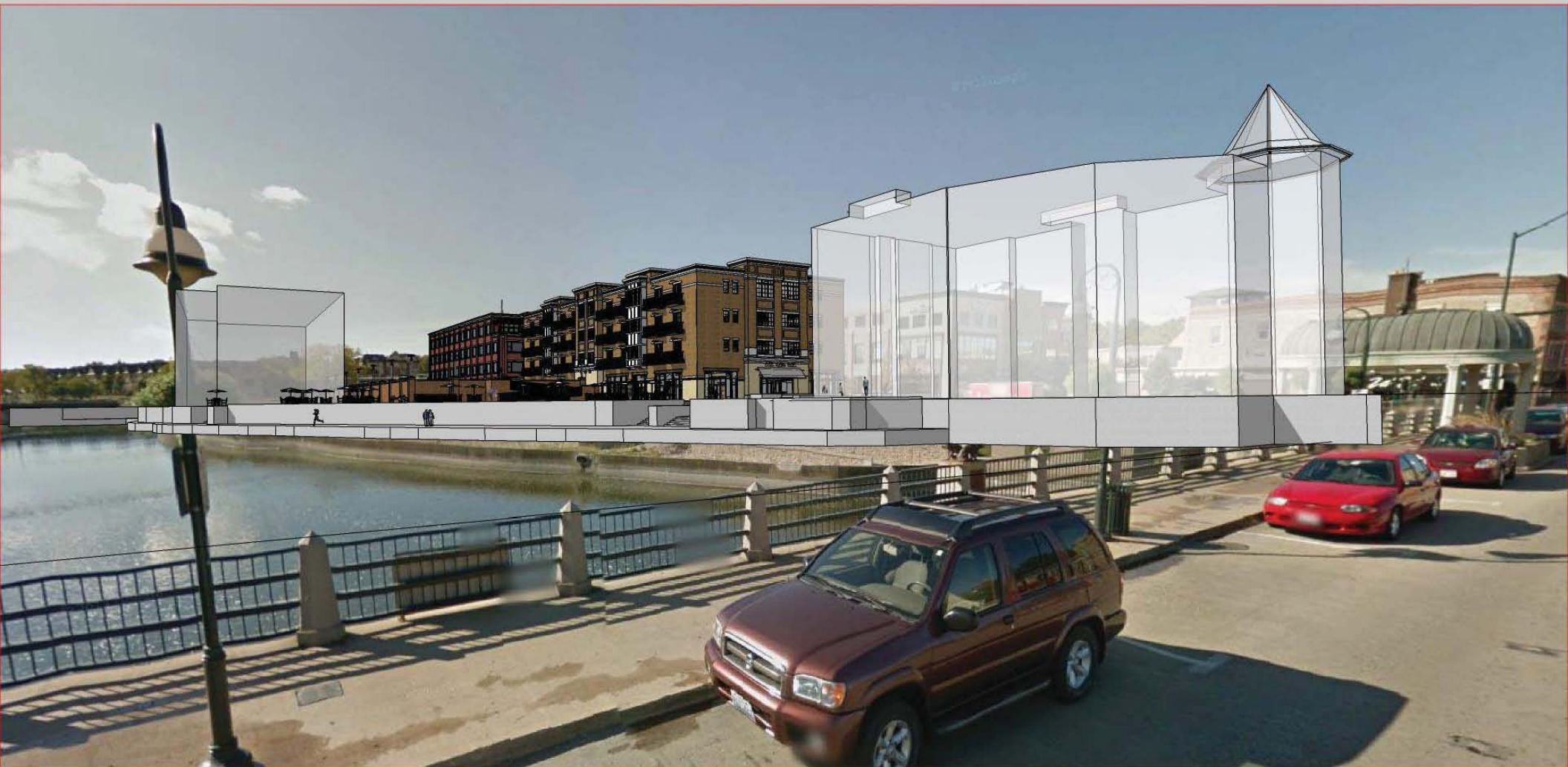


SOUTH ELEVATION BUILDING TWO 2-2-15
 FIRST STREET - PHASE THREE - ST. CHARLES, IL
 FIRST STREET DEVELOPMENT II, LLC & MARSHALL ARCHITECTS



NORTH ELEVATION BUILDING TWO 2-2-15
 FIRST STREET - PHASE THREE - ST. CHARLES, IL
 FIRST STREET DEVELOPMENT II, LLC & MARSHALL ARCHITECTS























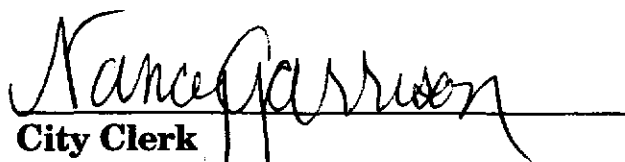
City of St. Charles, Illinois

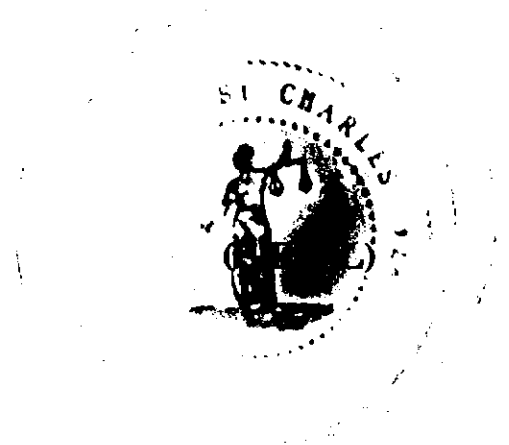
Ordinance No. 2006-Z-29

**Ordinance Granting Certain Special Use Permits,
Granting Certain Exceptions and Deviations from the
Requirement of the Zoning Ordinance and the
Subdivisions Regulations Granting Preliminary
Planned Unit Development Plan Approval, Granting
Conditional Approval of the Final Plat of Subdivision
for Phase 1 and Related Matters for the "First Street
Redevelopment"**

**Adopted by the
City Council
of the
City of St. Charles
December 4, 2006**

**Published in pamphlet form by
authority of the City Council
of the City of St. Charles,
Kane and Du Page Counties,
Illinois, December 8, 2006**


City Clerk



ORDINANCE NO. 2006-Z-29

AN ORDINANCE GRANTING CERTAIN SPECIAL USE PERMITS, GRANTING CERTAIN EXCEPTIONS AND DEVIATIONS FROM THE REQUIREMENTS OF THE ZONING ORDINANCE AND THE SUBDIVISIONS REGULATIONS, GRANTING PRELIMINARY PLANNED UNIT DEVELOPMENT PLAN APPROVAL, GRANTING CONDITIONAL APPROVAL OF THE FINAL PLAT OF SUBDIVISION FOR PHASE 1 AND RELATED MATTERS FOR THE "FIRST STREET REDEVELOPMENT"

WHEREAS, on or about July 13, 2006, various owners of record and First Street Development, LLC (collectively, the "Applicant"), filed a special use application for a Planned Unit Development and a PUD Preliminary Plan application with the City of St. Charles with respect to the property legally described on Exhibit "A-1", attached hereto and incorporated herein by reference ("Subject Realty"); and,

WHEREAS, on or about August 29, 2006, the City of St. Charles filed a special use application for a drive through facility for Harris Bank with respect to the property legally described on Exhibit "A-2", attached hereto and incorporated herein by reference ("Harris Bank Parcel"); and,

WHEREAS, on or about September 16, 2006, First Street Development, LLC, the City of St. Charles and Daniel C. Lasse filed a Phase 1 Final Plat application with respect to the property legally described on Exhibit "A-3", attached hereto and incorporated herein by reference ("Phase 1 Parcels"); and,

WHEREAS, as a portion of the Subject Realty is located within a designated City Historic Preservation District, the Historic Preservation Commission reviewed the application and provided comments to the Plan Commission on or about September 20, 2006; and,

WHEREAS, Notice of Public Hearing on said applications for a special use for a Planned Unit Development and special use for a drive through facility was published on or about September 2, 2006, in a newspaper having general circulation within the City, to-wit, the *Kane County*

Chronicle newspaper, all as required by the statutes of the State of Illinois and the ordinances of the City; and,

WHEREAS, pursuant to said Notice, the Plan Commission of the City of St. Charles conducted a Public Hearing on or about September 19, 2006, and continued said hearing to October 3, 2006, all as required by the statutes of the State of Illinois and the ordinances of the City; and,

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

WHEREAS, the Plan Commission made the required Findings of Fact and recommended approval of the application on or about October 17, 2006; and,

WHEREAS, the City Planning and Development Committee recommended approval of the application on or about November 1, 2006; and

WHEREAS, the City Council received the recommendation of the Historic Preservation Commission, the Plan Commission and the Planning and Development Committee, and has considered same; and,

WHEREAS, all other public hearings required by law have been conducted, in all respects conforming to law and pursuant to notice duly given in accordance with law.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, as follows:

SECTION ONE: The preambles set forth hereinabove are incorporated herein as substantive provisions of this Ordinance as if fully set out in this Section One.

SECTION TWO: That there is hereby granted with respect to the Subject Realty a special use for a Planned Unit Development and the Preliminary PUD Plan, as outlined in Section 6(B) hereof, is hereby approved. In connection with such approval, and based upon the application and

the evidence presented at the public hearing, the City Council hereby finds that the PUD is in the public interest and adopts the Findings of Fact set forth on Exhibit "B" attached hereto and incorporated herein.

SECTION THREE: That there are hereby granted certain exceptions and deviations from the provisions of the City's Zoning Ordinance and Subdivision Regulations, as set forth on Exhibit "C" attached hereto and made a part hereof. In connection with such approval, the City Council hereby finds that said exceptions and deviations satisfy the standards of the City's Zoning Ordinance applicable to special uses and planned unit developments.

SECTION FOUR: That there is hereby granted to the Harris Bank Parcel a special use for a drive through facility associated with a bank. In connection with such approval, the City Council hereby finds that said special use will conform to each of the standards set forth in the Findings of Fact adopted by the Plan Commission, attached hereto as Exhibit "D".

SECTION FIVE: That there is hereby granted a Conditional Approval of the final subdivision plat for the Phase 1 Parcels of the First Street Redevelopment Subdivision, as prepared by Marchese and Sons, Inc., consisting of two (2) sheet(s) and dated October 12, 2006, subject to compliance of the following conditions:

- a) Submittal of a copy of the Illinois Environmental Protection Agency permits for the water main and sanitary sewer installation as required by the provisions of Chapter 16.12 (Section 16.12.190) of the St. Charles Municipal Code.
- b) Approval from Illinois Department of Transportation

SECTION SIX: That the relief granted in Sections Two, Three, Four and Five is expressly conditioned upon the Subject Realty at all times being constructed, used, operated and maintained in accordance with the following terms, conditions and provisions:

(A) Only the following uses, as defined in the City's Zoning Ordinance, shall be permitted on the first floor of enclosed buildings located on the Subject Realty: Art Gallery/Studio, Coffee or Tea Room, Cultural Facility, Indoor Recreation and Amusement, Live Entertainment, Personal Services, Restaurant, Retail Sales, Tavern/Bar, Theater, Local Utility and Accessory Uses to the preceding uses. In addition, the following uses, as defined in the City's Zoning Ordinance, shall be permitted on the first floor of buildings 7A, 7B and the Blue Goose, as shown on the Preliminary PUD Plan: Bank and Financial Institution.

Notwithstanding the foregoing, the following uses shall occupy no more than 25% of the gross leasable floor area on the first floor of the buildings located on the Subject Realty, exclusive of ground floor parking areas and the Blue Goose: Cultural Facility, Indoor Recreation and Amusement, Personal Services, Theater, Local Utility, Bank, Financial Institution. The 25% limitation shall be calculated on a cumulative basis among all of the buildings located on the Subject Realty, excluding ground floor parking areas and the Blue Goose.

(B) That all construction, use, development and maintenance of the Subject Realty be substantially in accordance with the following documents which are on file with the City, subject to compliance with such conditions, corrections and modifications as may be required by the Director of Community Development and Director of Public Works to comply with the requirements of the St. Charles Municipal Code:

1. Engineering Plans, as prepared by K-Plus Engineering, consisting of twelve (12) pages and dated November 13, 2006.
2. Streetscape Plan, as prepared by DLK Civic Design, consisting of twenty (20) pages, and bearing various dates between September, 2006 and November 14, 2006.
3. Building plans and elevations for Buildings 1, 2 & 3, as prepared by Knauer Incorporated, Job No. 2633, consisting of twenty three (23) pages, and bearing various dates.
4. Building plans and elevations for Building 4, as prepared by Knauer Incorporated, Job No. 2633, consisting of twenty one (21) pages, and bearing various dates.
5. Building plans and elevations for Building 6, as prepared by Knauer Incorporated, Job No. 2633, consisting of fourteen (14) pages, and bearing various dates.
6. Building plans and elevations for Buildings 7a and 7b, as prepared by Knauer Incorporated, Job No. 2633, consisting of fifteen (15) pages, and bearing various dates.
7. Building plans and elevations for Building 8, as prepared by Knauer Incorporated, Job No. 2633, consisting of seven (7) pages, and bearing various dates.

8. Building plans and elevations for Building 9, as prepared by Dan Marshall Architects, consisting of nine (9) pages, and dated on or about August 25, 2006.
9. Building plans and elevations for Building 10, as prepared by Design Services Group, Job No. 02636-0, consisting of four (4) pages, and dated November 10, 2006.
10. The First Street Redevelopment Tenant Design Criteria consisting of twenty (20) pages.
11. The First Street Downtown Redevelopment Development Data, dated November 15, 2006, attached hereto and incorporated herein as Exhibit "E".

(C) The Applicant and its successors and assigns shall be and remain in compliance with the terms and provisions of the Redevelopment Agreement (First Street Project) dated December 4, 2006 (the "Development Agreement"), entered into between the City and the Applicant. To the extent of any conflict between the provisions of this Ordinance and the provisions of the Development Agreement, the provisions of this Ordinance shall prevail.

(D) Prior to the issuance of building permits for any of the buildings located within the Historic Preservation District, a Certificate of Appropriateness by the Historic Preservation Commission be obtained.

(E) The Applicant shall provide necessary building, interior space, elevator capacity, conduit and funding to install and maintain electric transformers and other equipment within and to serve buildings 1, 2, 3 and 9, as shown on the Preliminary PUD Plan. Electric meters shall be located so that 24 hour access is provided for the City, but electric meters shall not be visible from public streets, public plazas, or the Fox River. Determination as to whether the locations and access for electric meters and transformers is acceptable shall be made by the Director of Public Works.

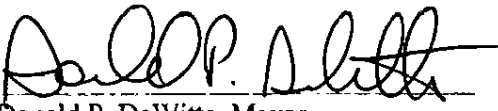
SECTION SEVEN: That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

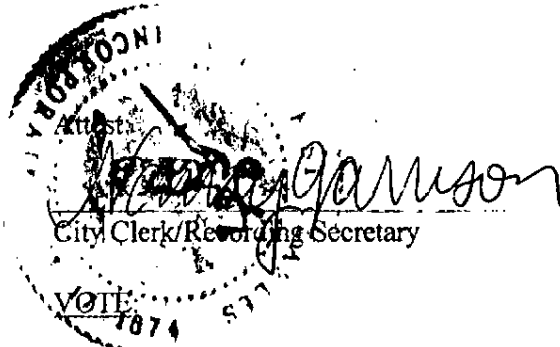
SECTION EIGHT: That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties,
Illinois this 4 day of December, 2006.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois
this 4 day of December, 2006.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois
this 4 day of December, 2006.


Donald P. DeWitte, Mayor



AYES: 10
NAYS: 0
ABSENT:
ABSTAIN:

EXHIBIT "A-1"

LEGAL DESCRIPTION OF SUBJECT REALTY

(EXHIBIT A-1)

P.U.D. LEGAL DESCRIPTION

PARCEL A:

THAT PART OF BLOCKS TWO AND THREE OF MILLINGTON'S SECOND ADDITION TO ST. CHARLES AND PART OF BLOCKS THIRTY EIGHT, THIRTY NINE, FORTY AND FORTY ONE OF THE ORIGINAL TOWN OF ST. CHARLES ON THE WEST SIDE OF THE FOX RIVER AND PART OF FIRST STREET LYING MOSTLY EAST OF SAID BLOCKS THIRTY NINE, FORTY AND FORTY ONE, ALSO PART OF WALNUT STREET BETWEEN SAID BLOCKS THIRTY NINE AND FORTY AND PART OF ILLINOIS STREET BETWEEN SAID BLOCKS FORTY AND FORTY ONE AND THAT PART OF ILLINOIS STREET LYING SOUTH OF SAID BLOCK THIRTY EIGHT, ALSO INDIANA STREET LYING SOUTH OF SAID BLOCK FORTY ONE AND OTHER LANDS LYING NORTH OF BLOCK ONE OF THE ADMINISTRATOR'S ADDITION TO ST. CHARLES ILLINOIS FROM ROBERT MOODY'S ESTATE, ALSO PART OF THE SOUTHWEST QUARTER OF SECTION TWENTY SEVEN AND THE NORTHWEST QUARTER OF SECTION THIRTY FOUR, ALL IN TOWNSHIP FORTY NORTH, RANGE EIGHT EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS; BEGINNING AT THE SOUTHWEST CORNER OF SAID BLOCK FORTY; THENCE NORTH 11 DEGREES 20 MINUTES 07 SECONDS WEST, BEING AN ASSUMED BEARING ON THE WESTERLY LINE OF SAID BLOCK FORTY, A DISTANCE OF 87.46 FEET TO THE SOUTHERLY LINE OF THE NORTHERLY 45.00 FEET OF LOTS FIVE AND SIX IN SAID BLOCK FORTY; THENCE NORTH 78 DEGREES 33 MINUTES 39 SECONDS EAST ON SAID SOUTHERLY LINE, 100.30 FEET; THENCE NORTH 11 DEGREES 18 MINUTES 18 SECONDS WEST, 19.56 FEET; THENCE NORTH 78 DEGREES 37 MINUTES 56 SECONDS EAST, 32.00 FEET TO THE EASTERLY LINE OF SAID LOT SIX; THENCE NORTH 11 DEGREES 18 MINUTES 19 SECONDS WEST, 156.85 FEET TO THE NORTHWEST CORNER OF LOT 3 IN SAID BLOCK FORTY; THENCE NORTH 11 DEGREES 15 MINUTES 05 SECONDS WEST, 60.00 FEET TO THE SOUTHWEST CORNER OF LOT SEVEN IN SAID BLOCK THIRTY NINE; THENCE SOUTH 78 DEGREES 29 MINUTES 21 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID BLOCK THIRTY NINE, A DISTANCE OF 10.00 FEET TO THE WESTERLY LINE OF THE EASTERLY 10.00 FEET OF SAID LOT SIX IN SAID BLOCK THIRTY NINE; THENCE NORTH 11 DEGREES 14 MINUTES 31 SECONDS WEST ON SAID WESTERLY LINE, 132.21 FEET TO THE NORTHERLY LINE OF SAID LOT SIX; THENCE NORTH 78 DEGREES 29 MINUTES 30 SECONDS EAST ON THE NORTHERLY LINE OF LOTS SIX AND SEVEN SAID BLOCK THIRTY NINE, A DISTANCE OF 32.25 FEET; THENCE NORTH 11 DEGREES 12 MINUTES 39 SECONDS WEST, 28.00 FEET; THENCE NORTH 78 DEGREES 29 MINUTES 30 SECONDS EAST, 22.00 FEET; THENCE SOUTH 11 DEGREES 12 MINUTES 39 SECONDS EAST, 6.00 FEET TO THE NORTHERLY LINE OF THE SOUTHERLY 22.00 FEET OF LOTS THREE AND FOUR IN SAID BLOCK THIRTY NINE; THENCE NORTH 78 DEGREES 29 MINUTES 30 SECONDS EAST ON SAID NORTHERLY LINE, 88.26 FEET TO THE EASTERLY LINE OF SAID BLOCK THIRTY NINE; THENCE NORTH 11 DEGREES 10 MINUTES 52 SECONDS WEST ON SAID EASTERLY LINE, 43.65 FEET TO THE POINT OF INTERSECTION OF THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF LOTS ONE, TWO, SEVEN AND THREE IN BLOCK TWO OF SAID MILLINGTON'S SECOND ADDITION TO ST. CHARLES; THENCE NORTH 78 DEGREES 20 MINUTES 31 SECONDS EAST ON SAID LINE 143.01 FEET TO THE WESTERLY EDGE OF THE FOX RIVER; THENCE SOUTHEASTERLY ALONG THE WESTERLY LINE OF SAID FOX RIVER, THE FOLLOWING COURSES ARE TO MEANDER POINTS, ALONG SAID WESTERLY LINE; THENCE SOUTH 40 DEGREES 49 MINUTES 03 SECONDS EAST, 188.17 FEET; THENCE SOUTH 34 DEGREES 31 MINUTES 59 SECONDS EAST, 83.31 FEET; THENCE SOUTH 29 DEGREES 35 MINUTES 51 SECONDS EAST, 100.00 FEET; THENCE SOUTH 11 DEGREES 25 MINUTES 17 SECONDS EAST, 80.00 FEET; THENCE SOUTH 18 DEGREES 01 MINUTE 22 SECONDS EAST, 73.82 FEET, TO THE NORTHERLY LINE OF ILLINOIS STREET LYING SOUTH OF SAID BLOCK THIRTY EIGHT; THENCE SOUTH 29 DEGREES 22 MINUTES 34 SECONDS EAST, 63.25 FEET TO THE SOUTHERLY LINE OF SAID ILLINOIS STREET; THENCE SOUTH 60 DEGREES 14 MINUTES 45 SECONDS WEST ALONG SAID SOUTHERLY LINE, 62.06 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY, 98.61 FEET ON A CURVE TO THE RIGHT, HAVING A 307.30 FEET RADIUS WITH A CHORD BEARING OF SOUTH 69 DEGREES 26 MINUTES 21 SECONDS WEST AND A CHORD DISTANCE OF 98.19 FEET; THENCE SOUTH 78 DEGREES 37 MINUTES 56 SECONDS WEST ON THE SOUTHERLY LINE OF SAID ILLINOIS STREET, 113.20 FEET TO A LINE 60.0 FEET EASTERLY OF AND PARALLEL WITH THE EAST LINE OF SAID BLOCK FORTY ONE; THENCE SOUTH 11 DEGREES 09 MINUTES 17 SECONDS EAST ON SAID LINE, BEING THE EASTERLY LINE OF SAID FIRST STREET, 264.80 FEET TO THE NORTHERLY LINE OF SAID INDIANA STREET; THENCE NORTH 78 DEGREES 35 MINUTES 36 SECONDS EAST ON SAID NORTHERLY LINE, 7.34 FEET TO THE NORTHERLY EXTENSION OF THE WESTERLY LINE OF BROWNSTONE SUBDIVISION, RECORDED JANUARY 2, 2001 AS DOCUMENT NO. 2001K000149; THENCE SOUTH 11 DEGREES 15 MINUTES 27 SECONDS EAST ON SAID WESTERLY LINE 470.58 FEET; THENCE SOUTH 78 DEGREES 44 MINUTES 33 SECONDS WEST, 67.00 FEET TO THE NORTHEAST CORNER OF BLOCK ONE OF THE ADMINISTRATOR'S ADDITION TO ST. CHARLES, ILLINOIS FROM ROBERT MOODY'S ESTATE; THENCE SOUTH 79 DEGREES 55 MINUTES 02 SECONDS WEST, ON THE NORTH LINE OF SAID BLOCK ONE, A DISTANCE OF 132.50 FEET; THENCE NORTH 11 DEGREES 13 MINUTES 18 SECONDS WEST, 132.46 FEET TO THE MONUMENTED AND OCCUPIED NORTHERLY LINE OF PREMISES CONVEYED TO

MARTHA J. AINSWORTH BY DEED DATED MAY 3, 1864 AND RECORDED AUGUST 5, 1864 IN BOOK 78, PAGE 335; THENCE SOUTH 79 DEGREES 55 MINUTES 38 SECONDS WEST ON SAID NORTHERLY LINE, 132.08 FEET TO THE EASTERLY LINE OF SECOND STREET; THENCE NORTH 11 DEGREES 17 MINUTES 03 SECONDS WEST ON SAID EASTERLY LINE, 271.81 FEET TO THE POINT OF INTERSECTION OF SAID EASTERLY LINE OF SECOND STREET WITH THE SOUTHERLY LINE OF SAID INDIANA STREET; THENCE NORTH 11 DEGREES 14 MINUTES 36 SECONDS WEST, 60.01 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK FORTY ONE; THENCE NORTH 11 DEGREES 18 MINUTES 32 SECONDS WEST, 132.51 FEET ON THE WEST LINE OF SAID BLOCK FORTY ONE; THENCE NORTH 78 DEGREES 37 MINUTES 56 SECONDS EAST, A DISTANCE OF 132.28 FEET TO THE WEST LINE OF LOT 3 IN SAID BLOCK FORTY ONE; THENCE NORTH 11 DEGREES 13 MINUTES 55 SECONDS WEST, ON SAID WEST LINE 132.46 FEET TO THE NORTHWEST CORNER OF SAID LOT THREE; THENCE SOUTH 78 DEGREES 37 MINUTES 56 SECONDS WEST, 132.46 FEET TO THE NORTHWEST CORNER OF SAID BLOCK FORTY ONE; THENCE NORTH 10 DEGREES 52 MINUTES 26 SECONDS WEST, 60.00 FEET TO THE POINT OF BEGINNING, ALL IN KANE COUNTY, ILLINOIS.

PARCEL B:

LOTS ONE, TWO, THREE AND SEVEN IN BLOCK TWO OF MILLINGTON'S SECOND ADDITION TO ST. CHARLES AND THAT PART OF THE SOUTHWEST QUARTER OF SECTION TWENTY SEVEN, TOWNSHIP FORTY NORTH, RANGE EIGHT EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN THE WESTERLY LINE OF SAID LOT THREE AND THE EASTERLY LINE OF FIRST STREET AND ALSO THAT PART OF FIRST STREET VACATED BY THE ORDINANCE RECORDED JUNE 9, 1982 AS DOCUMENT 1608342, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

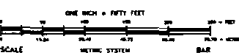
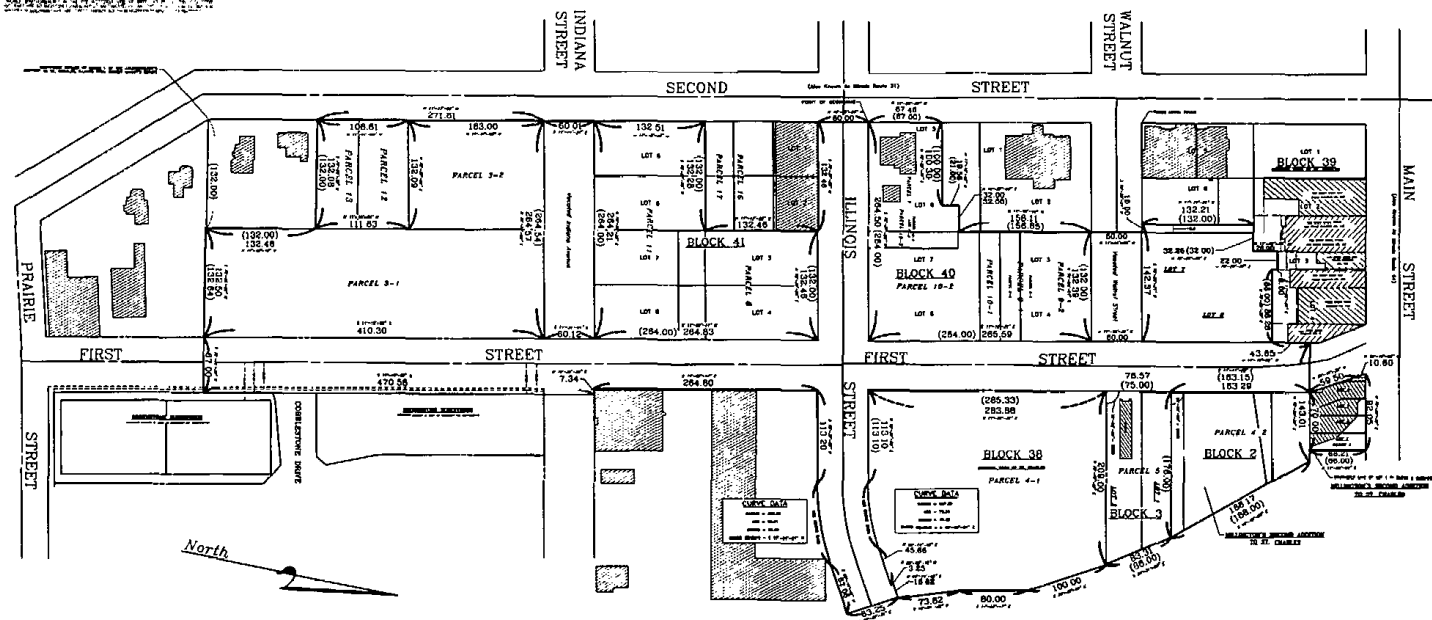
P.L.D. DESCRIPTION

PARCEL "A" (The larger Parcel)

PARCEL "B" (The smaller Parcel)

PARCEL "C" (The smaller Parcel)

"PUD" EXHIBIT
PLAT OF SURVEY
 Prepared by
MARCHESE AND SONS, Inc.
 land - marine - construction surveys
 15 Industrial Drive
 North, Illinois 60172
 Phone: (508) 891-8888
 Fax: (508) 891-8888



* SHOW ALL DIMENSIONS IN FEET AND INCHES. ALL DIMENSIONS ARE TO BE MEASURED TO THE CENTER OF THE LOT.

DATE	REVISION	REVISION
December 12, 2000	Revised Parcel 10 to 11	1
August 22, 2000	Added Parcel 10 & 11 to PUD	2
August 22, 2000	Added Parcel 10 & 11 to PUD	3
DATE	REVISION	REVISION

ADDRESS = FIRST STREET
 ST. CHARLES, ILLINOIS
 ROAD = ONE INCH = FIFTY FEET
 DRAWN BY: J. MARCHESE
 CHECKED BY: J. MARCHESE
 FOR CITY OF ST. CHARLES

NOTES: 1. ALL DIMENSIONS ARE TO BE MEASURED TO THE CENTER OF THE LOT.
 2. ALL DIMENSIONS ARE TO BE MEASURED TO THE CENTER OF THE LOT.
 3. ALL DIMENSIONS ARE TO BE MEASURED TO THE CENTER OF THE LOT.

EXHIBIT 'A-2'
LEGAL DESCRIPTION
HARRIS BANK PARCEL

That part of the Northwest Quarter of Section 34, Township 40 North, Range 8 East of the Third Principal Meridian bounded and described as follows: Commencing at the point of intersection of the southerly line of Indiana Street with the westerly line of First Street; thence south $11^{\circ}15' - 27''$ East being an assumed bearing on the westerly line of said First Street, a distance of 215.01 feet; thence south $78^{\circ}42' - 53''$ west, 3.89 feet to the point of beginning; thence south $78^{\circ}42' 53''$ west 128.46 feet; thence south $11^{\circ}13' - 18''$ east 192.50 feet to a point on the northerly line of Block One of the Administrator's Addition to St. Charles Illinois from Robert Moody's Estate, which is 132.0 feet easterly from the northwest corner of said Block One; thence north $79^{\circ} 55' - 02''$ east on the northerly line of said Block One at a distance of 128.67 feet; thence north $11^{\circ} 16' - 32''$ west, 195.20 feet to the point of beginning; all in Kane County, Illinois.

(EXHIBIT A-3)

PARCEL 3-1

THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF BLOCK ONE OF THE ADMINISTRATOR'S ADDITION TO ST. CHARLES, ILLINOIS FROM ROBERT MOODY'S ESTATE; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID BLOCK, 132 FEET TO THE POINT OF BEGINNING; THENCE NORTHERLY PARALLEL WITH THE EASTERLY LINE OF SECOND STREET SOUTH TO THE SOUTHERLY LINE INDIANA STREET, THENCE EASTERLY ALONG SAID SOUTHERLY LINE 132 FEET TO THE WESTERLY LINE OF FIRST STREET SOUTH, THENCE SOUTHERLY ALONG SAID WESTERLY LINE TO THE NORTHEAST CORNER OF SAID BLOCK ONE; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID BLOCK, 132 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

PARCEL 3-2

THAT PART OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHERLY LINE OF INDIANA STREET WITH THE EASTERLY LINE OF SECOND STREET; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SECOND STREET 163 FEET; THENCE EASTERLY PARALLEL WITH THE SOUTHERLY LINE OF INDIANA STREET 132 FEET; THENCE NORTHERLY PARALLEL WITH THE EASTERLY LINE OF SECOND STREET 163 FEET TO THE SOUTHERLY LINE OF INDIANA STREET; THENCE WESTERLY ALONG SAID SOUTHERLY LINE TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

PARCEL 12

THAT PART OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF SECOND STREET SOUTH IN THE CITY OF ST. CHARLES, 163 FEET SOUTH OF THE SOUTH LINE OF INDIANA STREET BEING THE SOUTHWEST CORNER OF THE PREMISES CONVEYED TO A. R. MCWAYNE BY DEED DATED APRIL 6, 1861 AND RECORDED NOVEMBER 11, 1861 IN BOOK 67, PAGE 271; THENCE EAST ALONG MCWAYNE'S SOUTH LINE AFORESAID TO THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY PROPERTY, THENCE SOUTH ALONG THE WEST LINE OF SAID RAILWAY PROPERTY 109.0 FEET TO THE NORTH LINE OF PREMISES CONVEYED TO MARTHA J. ARNSWORTH BY DEED DATED MAY 3, 1864 AND RECORDED AUGUST 5, 1864 IN BOOK 78, PAGE 335; THENCE WEST ALONG THE NORTH LINE OF SAID PREMISES TO THE EAST LINE OF SAID SECOND STREET SOUTH; THENCE NORTH ALONG THE EAST LINE OF SAID SECOND STREET SOUTH, 109.0 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS, (EXCEPT THE SOUTHERLY 50.0 FEET THEREOF), IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

PARCEL 13

THE SOUTHERLY 50.0 FEET OF THAT PART OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF SECOND STREET SOUTH IN THE CITY OF ST. CHARLES, 163.0 FEET SOUTH OF THE SOUTH LINE OF INDIANA STREET, BEING THE SOUTHWEST CORNER OF PREMISES CONVEYED TO A. R. MCWAYNE BY DEED DATED APRIL 6, 1861 AND RECORDED NOVEMBER 11, 1861 IN BOOK 67, PAGE 271; THENCE EAST ALONG MCWAYNE'S SOUTH LINE AFORESAID TO THE CHICAGO AND NORTH WESTERN RAILROAD COMPANY PROPERTY, THENCE SOUTH ALONG THE WEST LINE OF SAID RAILROAD PROPERTY 118.0 FEET TO THE NORTH LINE OF PREMISES CONVEYED TO MARTHA J. ARNSWORTH BY DEED DATED MAY 3, 1864 AND RECORDED AUGUST 5, 1864 IN BOOK 78, PAGE 335; THENCE WEST ALONG THE NORTH LINE OF SAID PREMISES TO THE EAST LINE OF SAID SECOND STREET SOUTH; THENCE NORTH ALONG THE EAST LINE OF SAID SECOND STREET SOUTH, 118.0 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

PARCEL 6

LOTS 3 AND 4 AND THE NORTHERLY 32 FEET OF LOTS 7 AND 8, ALL IN BLOCK 41 OF THE ORIGINAL TOWN OF ST. CHARLES, ON THE WEST SIDE OF FOX RIVER, IN THE CITY OF ST. CHARLES, ST. CHARLES, KANE COUNTY, ILLINOIS.

PARCEL 11

ALL OF LOTS 5 AND 6 AND LOTS 7 AND 8 (EXCEPT THE NORTH 32 FEET OF SAID LOTS 7 AND 8) IN BLOCK 41, OF THE ORIGINAL TOWN OF ST. CHARLES ON THE WEST SIDE OF THE FOX RIVER, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

EXHIBIT "B"

FINDINGS OF FACT REGARDING THE PUD

A. The proposed PUD advances the purposes of the Planned Unit Development procedure.

The proposed PUD will provide benefits that outweigh those that would have been realized by conforming to the applicable requirements. These benefits include:

1. A coordinated, comprehensive design for redevelopment of the area rather than a piecemeal approach
2. Two parking decks providing additional public parking for existing and new businesses
3. Reconstructed public utilities and elimination of overhead electric lines
4. A well designed bi-level river walk
5. Opportunity for outdoor dining for enjoyment of the riverfront
6. Streetscape improvements to create a pedestrian friendly environment
7. Public Plazas provide a gathering place that promotes social interaction
8. Opportunities for placement of public art
9. 16 units of affordable rental housing
10. A variety of high quality retail space to expand the available tenant mix
11. High quality office space to facilitate employment opportunities
12. Unique housing that helps to foster a 24 hour downtown

B. The proposed PUD Preliminary Plans conform to the applicable Design Review Standards (Chapter 17.06).

The proposed special use meets the applicable design review standards, except for the deviations being requested. Avoiding these deviations, including maximum building height and maximum floor area per building, would be impractical because it would impact the economic viability of the project. The standard ordinance requirements are intended to regulate developments that are not subject to the PUD review process. In this instance, building architecture and other positive design elements/public benefits of the plan can be used to justify the need for the planned unit development and the proposed deviations.

C. The proposed PUD conforms with the standards applicable to Special Uses (Section 17.04.330).

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

Over the past 15 years, the City and the community have engaged in a series of studies, plans, improvement projects, organizational efforts, and programs to revitalize downtown St. Charles. The project area is mostly vacant, is in need of redevelopment, and in its present condition does not meet the goals of the Comprehensive Plan or the various

revitalization efforts. Granting the special use for the PUD will enable the property to be redeveloped, which in turn will help realize the goal of revitalizing downtown St. Charles.

The proposed pedestrian oriented, mixed use development will host a variety of uses that will complement the downtown area and provide new shopping, dining, working, and living opportunities. Therefore, the public convenience will be served by the proposed development.

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

Infrastructure improvements planned along the First Street corridor include new water and sanitary sewer mains, new storm sewers, and new underground electric utility installations. First Street will be completely reconstructed, its right of way width will be increased from 60 to 80 feet (for the most part), and the street will include angle parking as well as public sidewalks and streetscape enhancements. Traffic improvements include reconfiguration and realignment of First Street at Main Street, and improvements to IL 31. A traffic study was conducted, and it recommends various improvements to minimize the traffic impact of the project.

Any development of this site that generates traffic will add somewhat to existing traffic congestion, but leaving the area undeveloped is not an appropriate option. Congestion may result in additional delays, but is not projected to be a safety issue.

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

The proposed development will provide amenities, including the public plaza and parking, which will enhance the usability of existing development along Main Street, including the buildings on the south side of Main, west of First Street and the Hotel Baker. The residential and office components will bring potential customers for existing retail establishments and other uses. The project is expected to have a positive impact on the use and enjoyment of surrounding properties and is expected to enhance property values.

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

The surrounding properties are already developed, and the proposed uses are compatible with the mix of uses in the surrounding area. The proposed redevelopment could be a catalyst in coming years for more redevelopment to occur.

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

The proposed redevelopment will be a very significant component of the revitalization of downtown St. Charles and therefore will benefit the entire community. It will serve as a catalyst for other redevelopment opportunities within downtown, while supporting and complementing existing businesses. The existing infrastructure is old and will be upgraded. The project will also provide new public and private options for enjoying the river and the downtown area. In other words, the project will not be detrimental to or endanger the public health, safety, comfort or general welfare, but will instead have a positive impact.

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

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

The proposed redevelopment will draw more people of all ages and backgrounds to downtown in offering some unique opportunities for shopping, restaurants, working, and living, thereby expanding the City's tax base. The project will also enable the enlargement of the Blue Goose market - a key element in the downtown area and the community. As such, the proposed PUD will be beneficial to the physical development, diversity, tax base, and economic well-being of the City.

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

The 2000 Downtown Strategy Plan establishes goals for development within downtown. The PUD plan supports the goal of creating a streetscape focused on pedestrian activity – it advances patterns of development that support the community's vision of a mixed use walkable district. The integration of parking structures in the plan furthers the goal of creating a strong pedestrian environment.

F. The proposed PUD conforms to all existing Federal, State and local legislation and regulation.

The proposed PUD will conform to all Federal, State and local legislation and regulation with the exception of the deviations being requested to the St. Charles City Code and the relief requested to the Flood Protection Elevation for Bldgs 1, 2, 3 and 4 adjacent to the Fox River floodplain.

The regulation requires the floodplain protection elevation to be three feet for areas adjacent to the Fox River. The relief sought is to lower the FPE to the 500 year flood elevation. This elevation is still above the 2 foot FPE that is required on every other floodplain in the County. The variance is necessary to have the proposed buildings relate to the existing roadways and other adjacent buildings, in order to create a pedestrian oriented district.

EXHIBIT "C"

**EXCEPTIONS AND DEVIATIONS FROM THE ZONING ORDINANCE AND
SUBDIVISION REGULATIONS**

a) DEVIATIONS FROM ZONING ORDINANCE:

PROVISION	ORDINANCE REQUIREMENT	DEVIATION GRANTED
Maximum floor area per building	Table 17.14-2 - 40,000 SF per building	Bldg 1 – 85,422 SF Bldg 2 – 47,128 SF, plus 90,000 SF parking garage Bldg 3 - 55,650 SF Bldg 4 – 55,717 SF building area plus 169,744 SF parking garage Bldg 6- 70,351 SF
Parking lot setbacks	Table 17.14-2 - Minimum 5 feet setback where a surface parking lot adjoins a street	The angled parking spaces south of Bldg 7A have a zero setback off of First Street. The parking lot north of Bldg 7B has a four foot setback.
Maximum Building Height	Table 17.14-2 - 50 feet	Bldg 1 – 71 feet Bldg 2 – 68 feet Bldg 3 – 69 feet Bldg 4 – 55 feet Bldg 6 – 55 feet
Off-street parking spaces	Table 17.24-3 - 300 spaces required for area outside SSA boundary	Deviation required for 180 spaces for area outside the SSA boundary. Total number of off-street parking spaces provided per plan on Subject Realty: 830 spaces

Minimum dimensions of parking spaces for grocery	Section 17.24.070(B) - Minimum 9.5' wide spaces required for grocery stores	The proposed spaces for Blue Goose are 9 feet wide
Residential parking location	Section 17.24.060(B) - Required parking facilities accessory to uses in CBD-1 and CBD-2 Districts may be located on same lot, or on a different lot within 200 feet walking distance for residential uses	Residential units in Bldg 7A do not have parking on the same lot
Non-Residential parking location	Section 17.24.060(B) - Required parking facilities accessory to uses in CDB-1 and CBD-2 Districts may be located on same lot, or on a different lot within 500 feet walking distance for non-residential uses	Non-residential uses in Bldgs 7A and 7B do not meet this requirement
Design standards and guidelines – Location of surface parking lots	Section 17.06.040(2a) - Surface parking lots shall not be located between buildings and the street, but may instead be located behind or beside buildings	The parking lots east of the Blue Goose building and west of Bldg 6 are located adjacent to streets

b) DEVIATION FROM TITLE 16 (SUBDIVISION AND LAND IMPROVEMENTS)

1) To allow the pavement width of a public street to be reduced from 33 ft (back of curb width) to 20 ft (edge of pavement width) and for the parking stall depth for the angled on-street parking spaces to be 14.5 ft instead of 16 ft.

2) To exempt the 16 affordable housing units in Building 7A (as more fully described in the Development Agreement) from the requirements regarding land/cash dedication to school and parks.

EXHIBIT " D "

FINDINGS OF FACT - SPECIAL USE FOR DRIVE THRU (HARRIS BANK)

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

The special use for the drive thru is being requested for Harris Bank – the bank is relocating to the subject property from it's current location at 50 S. First Street as part of the First Street redevelopment project. The drive thru bank will serve the neighboring residential and business uses (both existing and proposed).

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

Comprehensive planning of utilities, access roads, drainage and other necessary facilities is being done as part of the redevelopment of First Street. Infrastructure improvements planned along the First Street corridor include new water and sanitary sewer mains, new storm sewers, and new underground electric utility installations. First Street will be completely reconstructed, its right of way width will be increased from 60 to 80 feet (for the most part), and the street will include angle parking as well as public sidewalks and streetscape enhancements.

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

The properties in the immediate vicinity are being proposed for mixed use development and therefore the requested special use will be compatible with the surrounding uses. As such, the special use will not be injurious to the use and enjoyment of the property in the immediate vicinity for the purpose already permitted, nor substantially diminish or impair property values within the neighborhood.

4. **Effect on Development of Surrounding Property: That the establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for the uses permitted in the zoning district.**

The neighboring properties to the south and west are already developed. The property to the east is being developed as mixed use buildings- retail on first floor and residential on upper floors. The property to the north is being proposed for mixed use development as part of the First Street redevelopment project. As such, the establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for the uses permitted in the zoning district.

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

The drive thru banking facility will provide a service to the surrounding residential and business uses (both existing and proposed). The drive thru is designed so that it is tucked away behind the building and does not impact the aesthetic appearance of the First Street corridor. Two driveways are being proposed as means of ingress and egress to the site. The proposed drive thru facility meets the stacking requirement of 5 stacking spaces in a single line and all stacking will be contained on the site. As such, the establishment, maintenance or operation of the special use will not be detrimental to or endanger the public health, safety, comfort or general welfare.

6. Design Review: That the proposed Special Use meets or exceeds the applicable Design review Standards of Chapter 17.06 and other applicable provisions of this Title.

The special use for the drive thru conforms with all applicable zoning regulations and design review standards of the CBD-1 district in which it is located. The drive thru bank will occupy the unit at the southern end of Building 7A. Building 7A is proposed as a three story brick building with articulation that blends in with existing buildings in downtown St. Charles. The street level retail has been distinguished from the upper levels by means of change in materials, awnings and lintels.

**FIRST STREET DOWNTOWN REDEVELOPMENT
ST. CHARLES, ILLINOIS
DEVELOPMENT DATA
11/15/2006**

BUILDING No.	TYPE	FLOOR LEVEL	AREA/UNITS
<u>Building 1</u>	Retail	1 st Level	19,236 S.F.
	Office	2 nd Level	19,996 S.F.
	Residential (8 - 2 Bedroom)	3 rd Level	17,562 S.F.
	Residential (2 - 2 Bedroom; 3-1 Bedroom; 1-3 Bedroom)	4 th Level	15,214 S.F.
	Residential (5 - 2 Bedroom)	5 th Level	13,414 S.F.
	Total		85,422 S.F.
<u>Building 2</u>	Retail	1 st Level	8,564 S.F.
	Residential (5 - 2 Bedroom)	2 nd Level	10,031 S.F.
	Residential (5 - 2 Bedroom)	3 rd Level	10,031 S.F.
	Residential (5 - 2 Bedroom)	4 th Level	9,602 S.F.
	Residential (5 - 2 Bedroom)	5 th Level	8,900 S.F.
	Total		47,128 S.F.
<u>Building 3</u>	Retail	1 st Level	10,937 S.F.
	Office	2 nd Level	11,703 S.F.
	Residential (3 - 1 Bedroom) (3 - 2 Bedroom)	3 rd Level	11,704 S.F.
	Residential (3 - 1 Bedroom) (3 - 2 Bedroom)	4 th Level	11,704 S.F.
	Residential (3 - 1 Bedroom) (3 - 2 Bedroom)	5 th Level	9,602 S.F.
	Total		55,650 S.F.

BUILDING No.	TYPE	FLOOR LEVEL	AREA/UNITS
<u>Building 1,2,3 Parking Garage</u>			
	Parking	1 st Level	21,120 S.F./ 32 spaces
	Parking	2 nd Level	21,120 S.F./ 57 spaces
	Parking	3 rd Level	21,120 S.F./ 60 spaces
	Parking	4 th Level	21,120 S.F./ 60 spaces
	Parking	5 th Level	5,520 S.F./ 9 spaces
	Total		90,000 S.F./218 spaces
<u>Building 4</u>			
	Retail	1 st Level	25,112 S.F.
	Office	2 nd Level	30,273 S.F.
	Total		55,385 S.F.
<u>Building 4 Parking Garage</u>			
	Parking	1 st Level	19,304 S.F./ 47 spaces
	Parking	2 nd Level	22,881 S.F./ 56 spaces
	Parking	3 rd Level	22,881 S.F./ 57 spaces
	Parking	4 th Level	52,339 S.F./ 145 spaces
	Parking	5 th Level	52,339 S.F./ 155 spaces
	Total		169,744 S.F./460 spaces
<u>Building 6</u>			
	Parking	Below Grade Level	35 spaces
	Retail	1 st Level	13,753 S.F.
	Office	2 nd Level	18,866 S.F.
	Residential (4 – 1 Bedroom)	3 rd Level	18,866 S.F.
	(7 – 2 Bedroom)		
	Residential (4 – 1 Bedroom)	4 th Level	18,866 S.F.
	(7 – 2 Bedroom)		
	Total		70,351 S.F.
<u>Building 7A</u>			
	Retail	1 st Level	6,391 S.F.
	Apartments (8 -1 Bedroom)	2 nd Level	6,512 S.F.
	Apartments (8 -1 Bedroom)	3 rd Level	6,512 S.F.
	Total		19,415 S.F.
<u>Building 7B</u>			
	Retail	1 st Level	6,327 S.F.
	Office	2 nd Level	6,572 S.F.
	Office	3 rd Level	6,540 S.F.
	Total		19,439 S.F.

BUILDING No.	TYPE	FLOOR LEVEL	AREA/UNITS
<u>Building 8</u>	Retail	1 st Level	4,387 S.F.
	Office	2 nd Level	4,660 S.F.
	Office	3 rd Level	4,660 S.F.
	<u>Total</u>		<u>13,707 S.F.</u>
<u>Building 9</u>	Restaurant	1 st Level	5,500 S.F.
	Office	2 nd Level	5,850 S.F.
	Office	3 rd Level	5,850 S.F.
	<u>Total</u>		<u>17,200 S.F.</u>
<u>Blue Goose</u>	Retail	1 st Level	30,508 S.F.
	Office	Mezzanines	5,778 S.F.
	<u>Total</u>		<u>36,286 S.F.</u>

Knauer Incorporated
720 N. Waukegan Road, Suite 200, Deerfield, Illinois 60015
Ph 847-948-9500 Fax 847-948-9599

City of St. Charles, Illinois

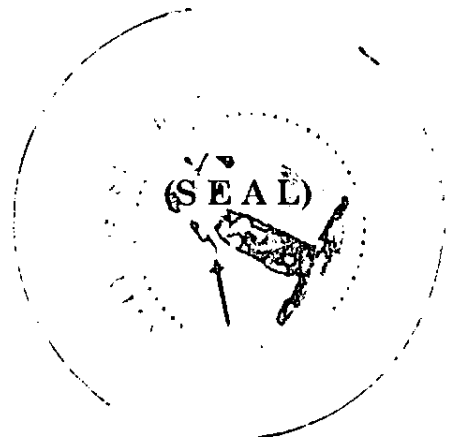
Ordinance No. 2008-Z-22

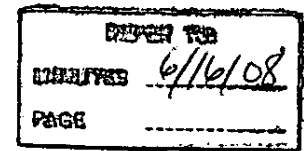
**An Ordinance Granting the First Amendment to Special
Use PUD Ordinance 2006-Z-29 and Revised PUD
Preliminary Plan Approval (First Street Redevelopment
PUD)**

**Adopted by the
City Council
of the
City of St. Charles
June 16, 2008**

**Published in pamphlet form by
authority of the City Council
of the City of St. Charles,
Kane and Du Page Counties,
Illinois, June 20, 2008**

Nancy Garrison
City Clerk





ORDINANCE NO. 2008-Z-22

**PRESENTED AND PASSED BY THE
CITY COUNCIL ON** June 16, 2008

**AN ORDINANCE GRANTING THE FIRST AMENDMENT TO SPECIAL
USE PUD ORDINANCE 2006-Z-29
AND REVISED PUD PRELIMINARY PLAN APPROVAL
(First Street Redevelopment PUD)**

WHEREAS, petitions to amend Special Use Ordinance 2006-Z-29 entitled “ Ordinance Granting Certain Special Use Permits, granting certain exceptions and deviations from the requirements of the Zoning Ordinance and the Subdivision regulations, Granting Preliminary PUD plan approval, granting Conditional approval of the final plat of subdivision for Phase 1 and related matters for the First street Redevelopment” and approval of revised PUD Preliminary Plans for the real estate legally described in **Exhibit “I”** attached hereto (hereinafter referred to as "SUBJECT REALTY") has been filed by First Street Development, L.L.C.("APPLICANT"); and,

WHEREAS, Notice of Public Hearing on said applications for the Special Use Amendment was published on or about December 1, 2007, in a newspaper having general circulation within the City, to-wit, the Kane County Chronicle newspaper, all as required by the statutes of the State of Illinois and the ordinances of the City; and,

WHEREAS, pursuant to said Notice, the Plan Commission of the City of St. Charles conducted a Public Hearing on or about December 18, 2007, all as required by the statutes of the State of Illinois and the ordinances of the City; and

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

WHEREAS, the Subject Realty is located within a designated City Historic Preservation District, and the Historic Preservation Commission reviewed the application provided its recommendations (Resolution 10-2007) to the Plan Commission;

WHEREAS, the Plan Commission made the required Findings of Fact and recommended approval of the petitions on January 8, 2008 as per Plan Commission Resolution 1-2008; and

WHEREAS, the Planning and Development Committee recommended approval of the petitions on January 14, 2008, based on the Findings of Fact attached herein as “**Exhibit II**”; and,

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

WHEREAS, an Application for a Minor Change to a PUD, including but not limited to changes to the description of the PUD Preliminary Plans in Exhibit “E” to Ordinance 2006-Z-9, was filed by the APPLICANT on June 9, 2008;

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

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

SECTION 2. That Ordinance 2006-Z-29 is hereby amended by deleting the provisions of Exhibit “C” entitled “ Exceptions and Deviations from the Zoning Ordinance and Subdivision Regulations” and Exhibit “E” entitled “First Street Downtown Redevelopment Development Data” in their entirety, and by substituting, respectively, the provisions of Revised Exhibit “C” and Revised Exhibit “E” attached hereto and incorporated herein. In connection with such approval, and based upon the applications and the evidence presented at the public hearing, the City Council hereby finds that the Special Use Amendment and the PUD Preliminary Plan are in the public interest and adopts the Findings of Fact set forth in Exhibit II, attached hereto and incorporated herein. The City Council also finds that the additional changes in Exhibit “E” requested in the Application for a Minor Change to a PUD submitted on June 9, 2008 constitute a minor change to the PUD Preliminary Plans, and are approved as part of Revised Exhibit “E”.

SECTION 3. That approval is hereby granted for the Revised Preliminary Plan with respect to Buildings 1, 2 and 3 attached hereto and incorporated herein as **Exhibit “III”** including the following documents:

- ❑ Floor plans and Architectural Elevations/sections for Building 1 (6 sheets) prepared by Knauer Inc. dated 12/5/07
- ❑ Floor Plans and Architectural Elevations/sections for Buildings 2 and 3 (9 sheets) prepared by Knauer Inc. dated 10/12/07

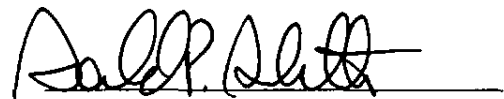
Buildings 1, 2 and 3 shall be developed only in accordance with the Revised Preliminary Plan and in accordance with all ordinances of the City as now in effect or hereafter amended.

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 16 day of June, 2008.

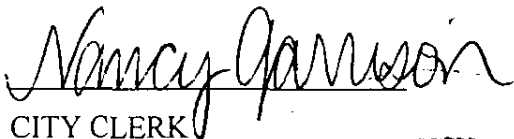
PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 16 day of June, 2008.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois this 16 day of June, 2008.



MAYOR Donald P. DeWitte

ATTEST:


CITY CLERK

COUNCIL VOTE:

AYES: 8

NAYS: 0

ABSENT: 2



"EXHIBIT I"

LEGAL DESCRIPTION

PUD Legal Description

Parcel A:

THAT PART OF BLOCKS TWO AND THREE OF MILLINGTON'S SECOND ADDITION TO ST. CHARLES AND PART OF BLOCKS THIRTY EIGHT, THIRTY NINE, FORTY AND FORTY ONE OF THE ORIGINAL TOWN OF ST. CHARLES ON THE WEST SIDE OF THE FOX RIVER AND PART OF FIRST STREET LYING MOSTLY EAST OF SAID BLOCKS THIRTY NINE, FORTY AND FORTY ONE, ALSO PART OF WALNUT STREET BETWEEN SAID BLOCKS THIRTY NINE AND FORTY AND PART OF ILLINOIS STREET BETWEEN SAID BLOCKS FORTY AND FORTY ONE AND THAT PART OF ILLINOIS STREET LYING SOUTH OF SAID BLOCK THIRTY EIGHT, ALSO INDIANA STREET LYING SOUTH OF SAID BLOCK FORTY ONE AND OTHER LANDS LYING NORTH OF BLOCK ONE OF THE ADMINISTRATOR'S ADDITION TO ST. CHARLES ILLINOIS FROM ROBERT MOODY'S ESTATE, ALSO PART OF THE SOUTHWEST QUARTER OF SECTION TWENTY SEVEN AND THE NORTHWEST QUARTER OF SECTION THIRTY FOUR, ALL IN TOWNSHIP FORTY NORTH, RANGE EIGHT EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS; BEGINNING AT THE SOUTHWEST CORNER OF SAID BLOCK FORTY; THENCE NORTH 11 DEGREES 20 MINUTES 07 SECONDS WEST, BEING AN ASSUMED BEARING ON THE WESTERLY LINE OF SAID BLOCK FORTY, A DISTANCE OF 87.46 FEET TO THE SOUTHERLY LINE OF THE NORTHERLY 45.00 FEET OF LOTS FIVE AND SIX IN SAID BLOCK FORTY; THENCE NORTH 78 DEGREES 33 MINUTES 39 SECONDS EAST ON SAID SOUTHERLY LINE 100.30 FEET; THENCE NORTH 11 DEGREES 18 MINUTES 18 SECONDS WEST, 19.56 FEET; THENCE NORTH 78 DEGREES 37 MINUTES 56 SECONDS EAST, 32.00 FEET TO THE EASTERLY LINE OF SAID LOT SIX; THENCE NORTH 11 DEGREES 18 MINUTES 19 SECONDS WEST, 156.85 FEET TO THE NORTHWEST CORNER OF LOT 3 IN SAID BLOCK FORTY; THENCE NORTH 11 DEGREES 15 MINUTES 05 SECONDS WEST, 60.00 FEET TO THE SOUTHWEST CORNER OF LOT SEVEN IN SAID BLOCK THIRTY NINE; THENCE SOUTH 78 DEGREES 29 MINUTES 21 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID BLOCK THIRTY NINE, A DISTANCE OF 10.00 FEET TO THE WESTERLY LINE OF THE EASTERLY 10.00 FEET OF SAID LOT SIX IN SAID BLOCK THIRTY NINE; THENCE NORTH 11 DEGREES 14 MINUTES 31 SECONDS WEST ON SAID WESTERLY LINE, 132.21 FEET TO THE NORTHERLY LINE OF SAID LOT SIX; THENCE NORTH 78 DEGREES 29 MINUTES 30 SECONDS EAST ON THE NORTHERLY LINE OF LOTS SIX AND SEVEN SAID BLOCK THIRTY NINE, A DISTANCE OF 32.25 FEET; THENCE NORTH 11 DEGREES 12 MINUTES 39 SECONDS WEST, 28.00 FEET; THENCE NORTH 78 DEGREES 29 MINUTES 30 SECONDS EAST, 22.00 FEET; THENCE SOUTH 11 DEGREES 12 MINUTES 39 SECONDS EAST, 6.00 FEET TO THE NORTHERLY LINE OF THE SOUTHERLY 22.00

FEET OF LOTS THREE AND FOUR IN SAID BLOCK THIRTY NINE; THENCE NORTH 78 DEGREES 29 MINUTES 30 SECONDS EAST ON SAID NORTHERLY LINE 88.26 FEET TO THE EASTERLY LINE OF SAID BLOCK THIRTY NINE; THENCE NORTH 11 DEGREES 10 MINUTES 52 SECONDS WEST ON SAID EASTERLY LINE 43.65 FEET TO THE POINT OF INTERSECTION OF THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF LOTS ONE, TWO, SEVEN AND THREE IN BLOCK TWO OF SAID MILLINGTON'S SECOND ADDITION TO ST. CHARLES; THENCE NORTH 78 DEGREES 20 MINUTES 31 SECONDS EAST ON SAID LINE 143.01 FEET TO THE WESTERLY EDGE OF THE FOX RIVER; THENCE SOUTHEASTERLY ALONG THE WESTERLY LINE OF SAID FOX RIVER, THE FOLLOWING COURSES ARE TO MEANDER POINTS, ALONG SAID WESTERLY LINE; THENCE SOUTH 40 DEGREES 49 MINUTES 03 SECONDS EAST, 188.17 FEET; THENCE SOUTH 34 DEGREES 31 MINUTES 59 SECONDS EAST, 83.31 FEET; THENCE SOUTH 29 DEGREES 35 MINUTES 51 SECONDS EAST, 100.00 FEET; THENCE SOUTH 11 DEGREES 25 MINUTES 17 SECONDS EAST, 80.00 FEET; THENCE SOUTH 18 DEGREES 01 MINUTE 22 SECONDS EAST, 73.82 FEET, TO THE NORTHERLY LINE OF ILLINOIS STREET LYING SOUTH OF SAID BLOCK THIRTY EIGHT; THENCE SOUTH 29 DEGREES 22 MINUTES 34 SECONDS EAST, 63.25 FEET TO THE SOUTHERLY LINE OF SAID ILLINOIS STREET; THENCE SOUTH 60 DEGREES 14 MINUTES 45 SECONDS WEST ALONG SAID SOUTHERLY LINE 62.06 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY 98.61 FEET ON A CURVE TO THE RIGHT, HAVING A 307.30 FEET RADIUS WITH A CHORD BEARING OF SOUTH 69 DEGREES 26 MINUTES 21 SECONDS WEST AND A CHORD DISTANCE OF 98.19 FEET; THENCE SOUTH 78 DEGREES 37 MINUTES 56 SECONDS WEST ON THE SOUTHERLY LINE OF SAID ILLINOIS STREET, 113.20 FEET TO A LINE 60.0 FEET EASTERLY OF AND PARALLEL WITH THE EAST LINE OF SAID BLOCK FORTY ONE; THENCE SOUTH 11 DEGREES 09 MINUTES 17 SECONDS EAST ON SAID LINE BEING THE EASTERLY LINE OF SAID FIRST STREET, 264.80 FEET TO THE NORTHERLY LINE OF SAID INDIANA STREET; THENCE NORTH 78 DEGREES 35 MINUTES 36 SECONDS EAST ON SAID NORTHERLY LINE, 7.34 FEET TO THE NORTHERLY EXTENSION OF THE WESTERLY LINE OF BROWNSTONE SUBDIVISION, RECORDED JANUARY 2, 2001 AS DOCUMENT NO. 2001K000149; THENCE SOUTH 11 DEGREES 15 MINUTES 27 SECONDS EAST ON SAID WESTERLY LINE 470.58 FEET; THENCE SOUTH 78 DEGREES 44 MINUTES 33 SECONDS WEST, 67.00 FEET TO THE NORTHEAST CORNER OF BLOCK ONE OF THE ADMINISTRATOR'S ADDITION TO ST. CHARLES, ILLINOIS FROM ROBERT MOODY'S ESTATE; THENCE SOUTH 79 DEGREES 55 MINUTES 02 SECONDS WEST ON THE NORTH LINE OF SAID BLOCK ONE, A DISTANCE OF 132.50 FEET; THENCE NORTH 11 DEGREES 13 MINUTES 18 SECONDS WEST, 132.46 FEET TO THE MONUMENTED AND OCCUPIED NORTHERLY LINE OF PREMISES CONVEYED TO MARTHA J. AINSWORTH BY DEED DATED MAY 3, 1864 AND RECORDED

AUGUST 5, 1864 IN BOOK 78, PAGE 335; THENCE SOUTH 79 DEGREES 55 MINUTES 38 SECONDS WEST ON SAID NORTHERLY LINE, 132.08 FEET TO THE EASTERLY LINE OF SECOND STREET; THENCE NORTH 11 DEGREES 17 MINUTES 03 SECONDS WEST ON SAID EASTERLY LINE, 271.81 FEET TO THE POINT OF INTERSECTION OF SAID EASTERLY LINE OF SECOND STREET WITH THE SOUTHERLY LINE OF SAID INDIANA STREET; THENCE NORTH 11 DEGREES 14 MINUTES 36 SECONDS WEST, 60.01 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK FORTY ONE; THENCE NORTH 11 DEGREES 18 MINUTES 32 SECONDS WEST 132.51 FEET ON THE WEST LINE OF SAID BLOCK FORTY ONE; THENCE NORTH 78 DEGREES 37 MINUTES 56 SECONDS EAST, A DISTANCE OF 132.28 FEET TO THE WEST LINE OF LOT 3 IN SAID BLOCK FORTY ONE; THENCE NORTH 11 DEGREES 13 MINUTES 55 SECONDS WEST, ON SAID WEST LINE 132.46 FEET TO THE NORTHWEST CORNER OF SAID LOT THREE; THENCE SOUTH 78 DEGREES 37 MINUTES 56 SECONDS WEST, 132.46 FEET TO THE NORTHWEST CORNER OF SAID BLOCK FORTY ONE; THENCE NORTH 10 DEGREES 52 MINUTES 26 SECONDS WEST, 60.00 FEET TO THE POINT OF BEGINNING, ALL IN KANE COUNTY, ILLINOIS.

Parcel B:

LOTS ONE, TWO, THREE AND SEVEN IN BLOCK TWO OF MILLINGTON'S SECOND ADDITION TO ST. CHARLES AND THAT PART OF THE SOUTHWEST QUARTER OF SECTION TWENTY SEVEN, TOWNSHIP FORTY NORTH, RANGE EIGHT EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN THE WESTERLY LINE OF SAID LOT THREE AND THE EASTERLY LINE OF FIRST STREET AND ALSO THAT PART OF FIRST STREET VACATED BY THE ORDINANCE RECORDED JUNE 9, 1982 AS DOCUMENT 1608342, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS

“EXHIBIT II”

FINDINGS OF FACT FOR AMENDMENT TO SPECIAL USE FOR A PUD

Section A: Findings to determine whether the proposed PUD is in the public interest:

1. The proposed PUD advances the purposes of the Planned Unit Development procedure (Section 17.04.400 A through G):

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

The proposed penthouses and duplex residential units will provide a unique housing opportunity.

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

Not applicable to the PUD amendment.

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

Both the Riverloft and River Terrace buildings have mixed uses (office, retail and residential); the condominiums are designed to cater to individual needs and offer variety.

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

Not applicable to the PUD amendment.

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

The infrastructure has been planned and is being constructed as part of the entire First Street redevelopment project.

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

First Street PUD is a redevelopment project of an underutilized area in downtown.

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

The First St project is a collaborative effort between several property owners including the City. Public hearings and meetings have been held to obtain public input.

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

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

The amendment to the PUD involves a request to allow for additional building floor area. An additional level is being proposed to the Riverloft parking deck that contributes to the increase in the allowable floor area. Additional public parking can serve the public convenience through the amendment to the PUD.

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

The access roads, drainage and utility layouts remain unchanged from the original PUD plan. Some internal reconfiguration has occurred within the building for electric and mechanical utility spaces which has partially triggered the amendment to the PUD for an increase in the overall building floor area.

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

The overall building footprint and the uses for Bldgs 1, 2 and 3 will remain unchanged from the original PUD plan. The additional building height is in locations which are setback from the outer edges of the buildings. The amendment to the PUD will therefore, not be injurious to the use and enjoyment of other properties in the immediate vicinity, nor substantially diminish property values within the neighborhood.

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

The surrounding properties are part of the First Street redevelopment project. Proposed changes to Bldgs 1,2 and 3 thru the amendment to the PUD will essentially be within the same building footprint that was approved with the PUD.

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

The requested amendment to the PUD will not be detrimental to the public health, safety, comfort or general welfare. The amendment allows for a variety in the types of housing opportunities and provides additional parking for the First Street project.

- F. Design Review: That the proposed Special Use meets or exceeds the applicable Design Review Standards of Chapter 17.06 and other applicable provisions of this Title.*

The changes to Bldgs 1, 2 and 3 will conform with all applicable standards and codes other than the requested deviations to building floor area and building height.

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

The changes to the residential units in Bldgs 1, 2 and 3 are being proposed to make the units more marketable, which in turn will contribute to the overall success of the project.

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

The amendment to the PUD does not change or modify the originally approved land uses for the property.

5. The proposed PUD conforms to all existing Federal, State and local legislation and regulation.

The proposed amendment to the PUD complies with all applicable regulations other than the deviations being requested.

Section B: Determining whether the proposed relief from ordinance requirements is justified:

The relief from the requirements of the underlying zoning district is justified because:

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

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

Factors to be considered in this determination shall include, but are not limited to the following:

- A. The PUD will provide community amenities beyond those required by ordinance, such as recreational facilities, public plazas, gardens, public art, pedestrian and transit facilities.*

The 2006 PUD and approved preliminary plan included public plazas, a riverwalk and a unique streetscape design for the public realm – amenities that would serve the needs of the community. The amendment to the PUD does not change the approved plan. Additional parking is being proposed thru the amendment to the PUD.

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

The amendment to the PUD does not change any of the open spaces that were approved with the original PUD.

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

Not applicable to the amendment to the PUD.

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

The original concept for the building architecture remains the same for Bldgs 1,2 and 3. The proposed changes add more modulation and interest to the original design.

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

Not applicable to the amendment to the PUD.

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

Not applicable to the amendment to the PUD. No changes are contemplated from the original PUD.

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

The dwelling units are all being designed to comply with all applicable codes. Plans will be reviewed in relation to issuance of building permits to confirm compliance.

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

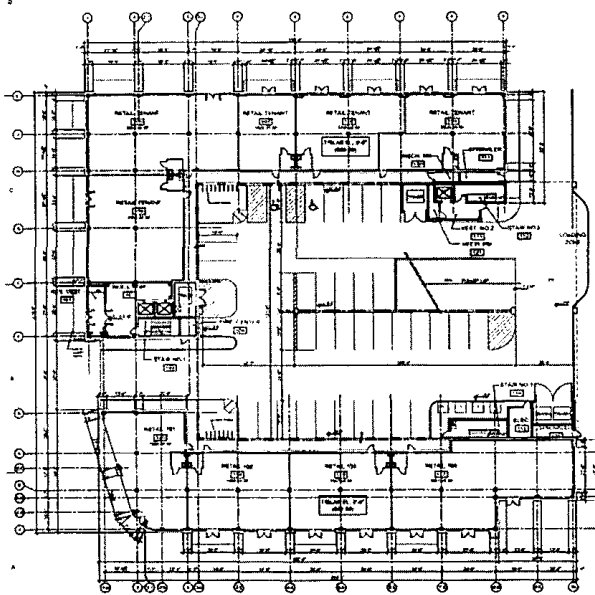
Not applicable to the amendment to the PUD. 16 affordable units have already been provided in Bldg 7A as part of the First Street project.

I. The PUD preserves historic buildings, sites or neighborhoods

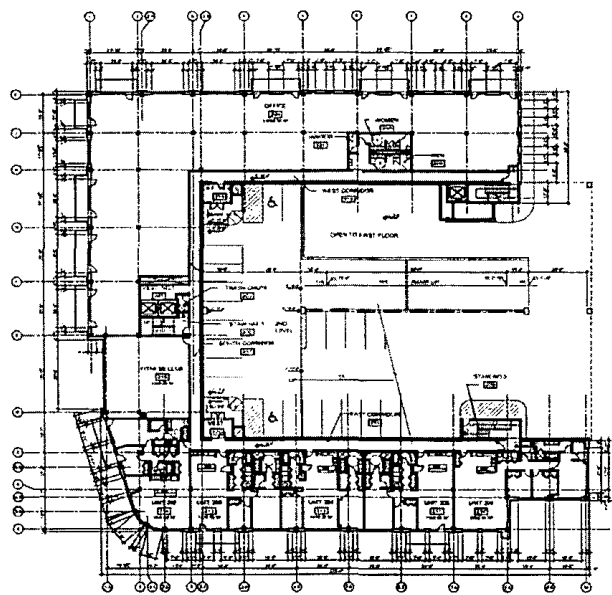
Not applicable to the amendment to the PUD.

EXHIBIT III

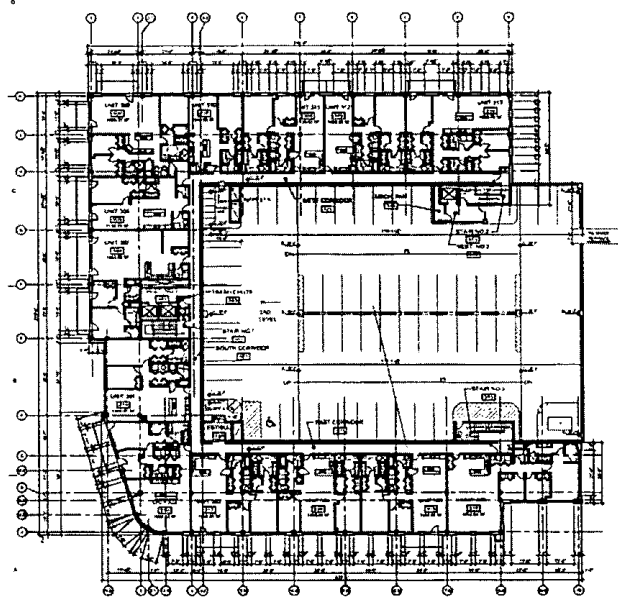
REVISED PRELIMINARY PLAN FOR BUILDINGS 1, 2 AND 3



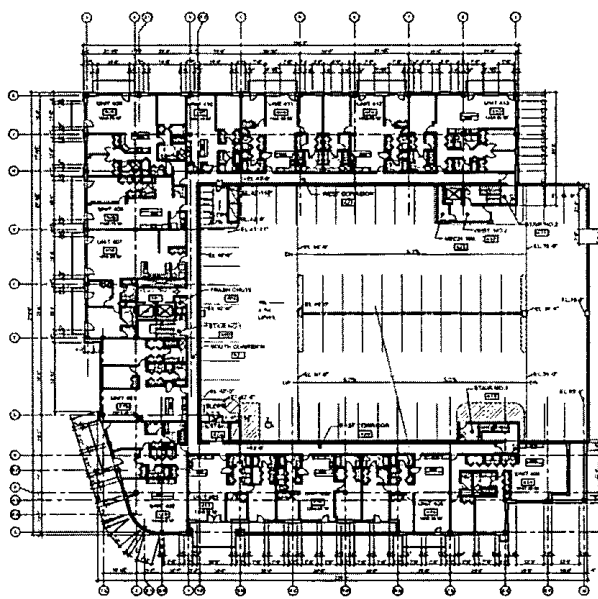
(A1) FIRST LEVEL FLOOR PLAN (EL. 0'-0")



(A4) SECOND LEVEL FLOOR PLAN (EL. 18'-0")



(A1) THIRD LEVEL FLOOR PLAN (EL. 32-0)



(A4) FOURTH LEVEL FLOOR PLAN (EL. 43'-0")

**FIRST STREET
DOWNTOWN
REDEVELOPMENT**

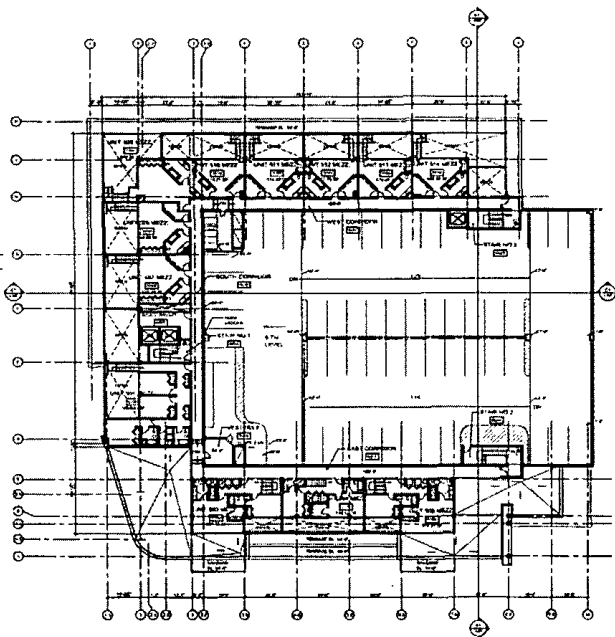
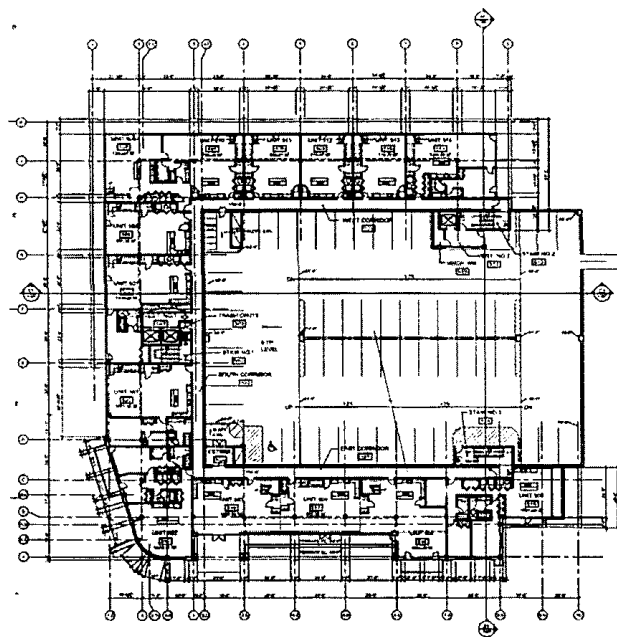
Page 4
Buckley 1001
SF 648,75, 11, 1976

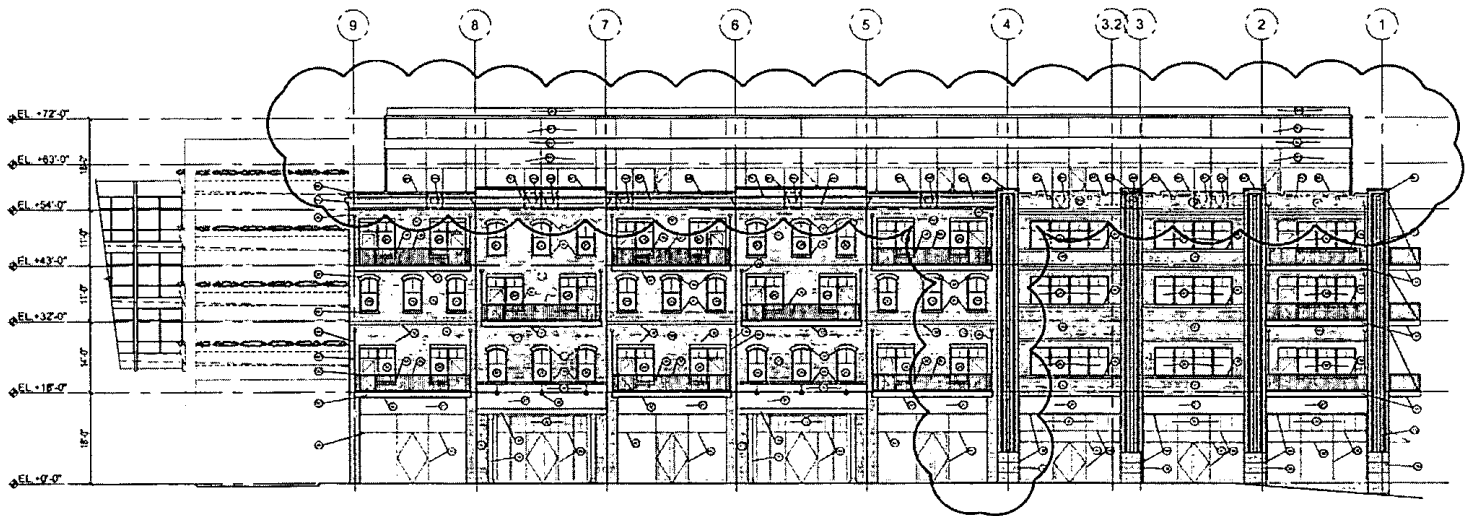
1. NAME _____
 2. DATE _____
 3. TIME _____
 4. PLACE _____

[illegible]

THIRD & FOURTH
LEVEL FLOOR
PLANS

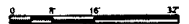
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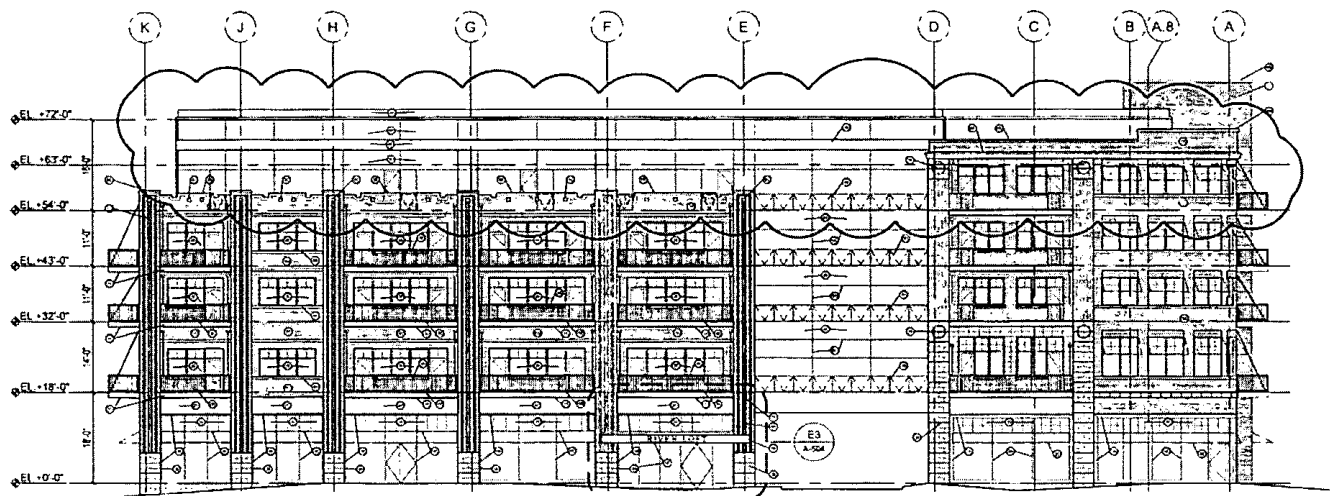




WEST ELEVATION

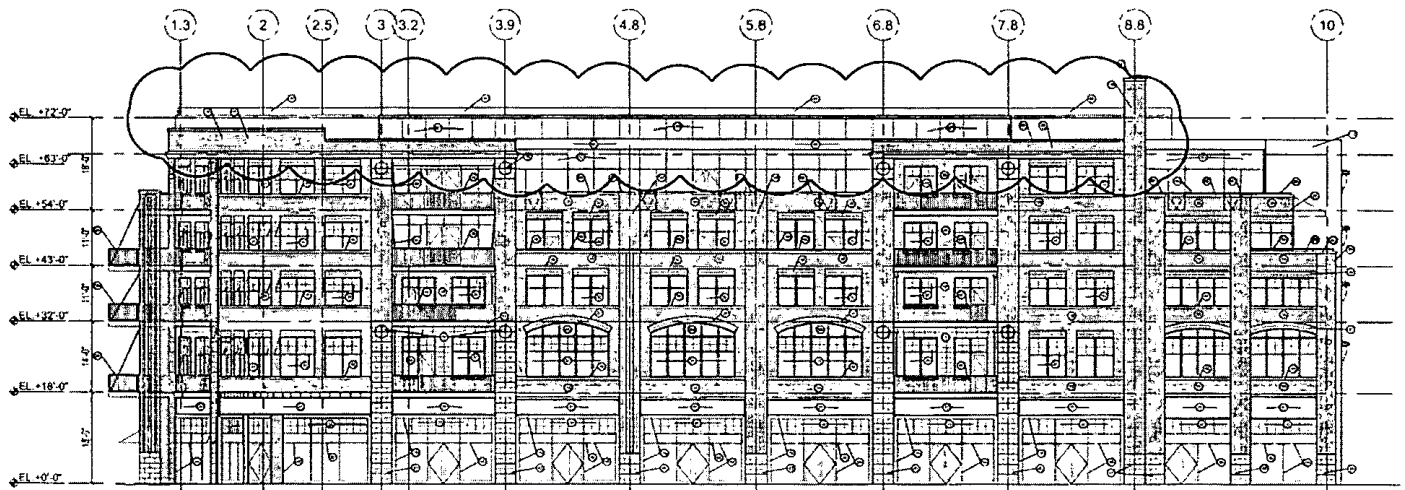
1/18"=1'-0"





SOUTH ELVATION
 1/16"=1'-0"

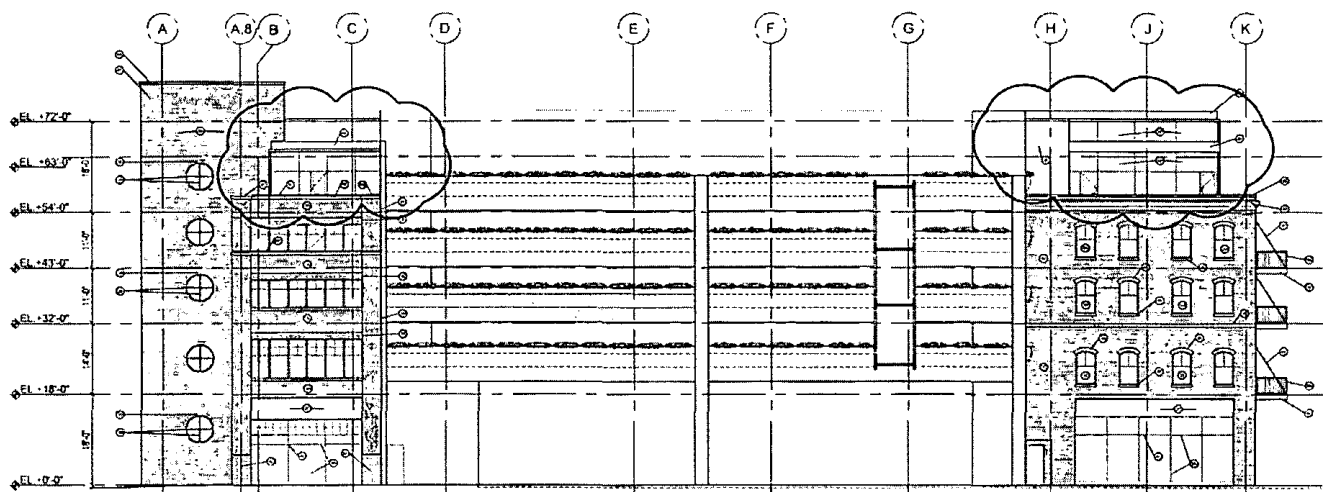




EAST ELEVATION

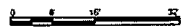
1/16"=1'-0"





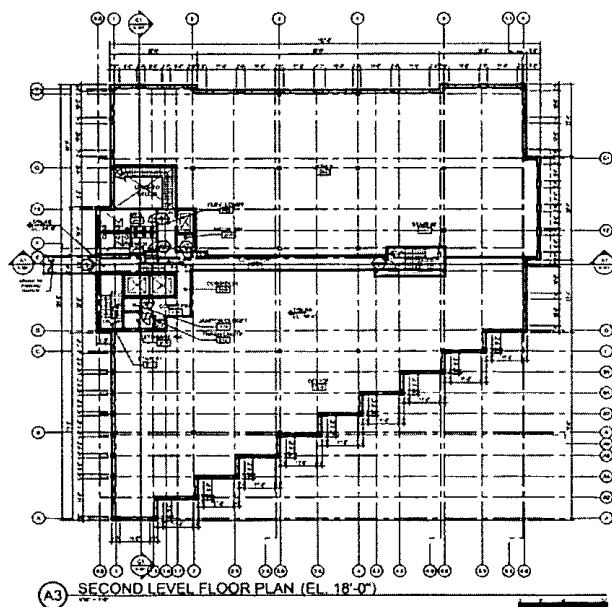
NORTH ELEVATION

1/16"=1'-0"



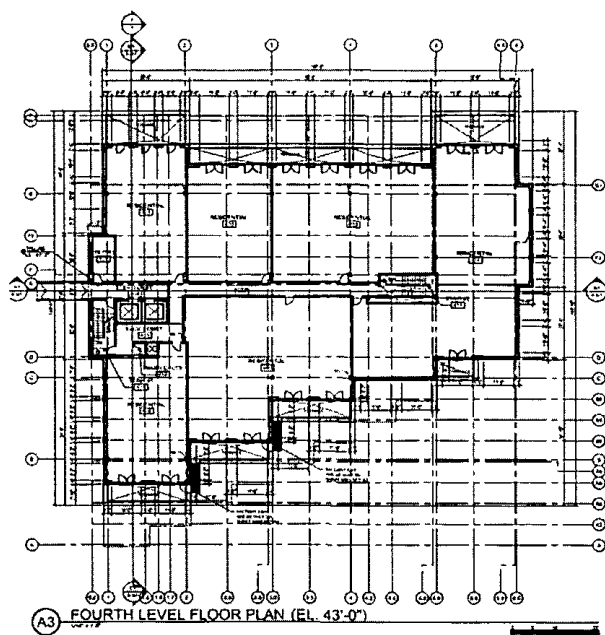
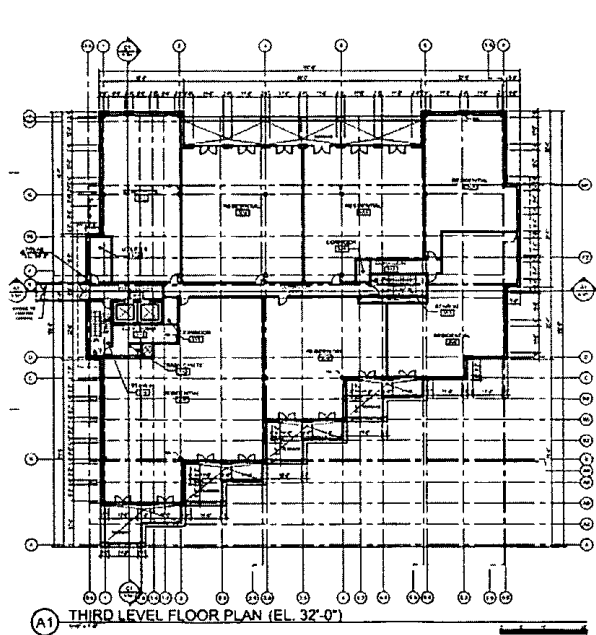
EXTERIOR MATERIAL SCHEDULE

1A.	MODULAR BRICK - HARVARD BLEND
1B.	MODULAR BRICK - CHICAGO COMMON - DARK YELLOW
1C.	MODULAR BRICK - CHICAGO COMMON DARK PINK
1D.	MODULAR BRICK - OLD VIRGINIA
1E.	BRICK SUPPLIER: INTERSTATE BRICK (BRENT SCHWITT) 626-730-8156
2	12" STEEL CHANNEL BALCONY FASCIA PAINT HARVARD GREEN
3	WROUGHT IRON RAILING PAINTED BLACK
4A	EPHON CROWN MOLDING NO. MLD 450-18
4B	EPHON CROWN MOLDING NO. MLD 450-18
5A	ALUMINUM STOREFRONT - COLONIAL WHITE -
5B	1" INSUL. GLAZING (TYP. AP) LOW-E 3 SHADING
5C	ALUMINUM STOREFRONT - FASHION GREY (TYP. AP)
5D	1" INSUL. GLASS LOW-E 3 SHADING
5E	ALUMINUM STOREFRONT - HARTFORD GREEN (TYP. AP)
5F	ALUMINUM STOREFRONT - WINDOW WALL GLAZING SYSTEM - LIGHT GREY
5G	1" INSUL. GLASS (TYP. AP) LOW-E 3 SHADING
5H	ALUMINUM STOREFRONT - WHITE (TYP. AP)
6A	1" STUCCO ON METAL LATH
6B	PRECAST STONE CAP 4 3/4" HIGH X 12"
6C	DEEP RENAISSANCE STONE
6D	PRECAST DECORATIVE SQUARE 7 5/8" X 7 5/8" X 3 3/8"
6E	RENAISSANCE STONE
6F	PRECAST STONE CAP
6G	RENAISSANCE STONE 4 3/4" X 15"
6H	NOT USED
7	NOT USED
7A	PRECAST STONE MARCUS 4 PROFILE TO MATCH STONE FINISH
7B	LEGENDS PK 1-800-326-1198
7C	COLOR: TO MATCH RENAISSANCE STONE (BANDORFT)
8	ALUMINUM TRIM 8110214
8A	WHITE (BETULMAR) 1-800-326-2466
9	NOT USED
10	NOT USED
11	12" STEEL CHANNEL BALCONY FASCIA PAINT BLACK
12	NOT USED
13	8" X 8" X 1/2" STEEL PLATE DECOR WASHER PAINT BLACK
14	1" RECESSED 30" DIAMETER CIRCLE PATTERN
15	NOT USED
16	18" x 8" STANDARD STEEL PIPE WITH 12" x
16A	EXTRA STROG CAP & BASE PAINT HARTFORD GREEN
17	NOT USED
18	1/2" x 1/2" STEEL BEAM PAINT HARTFORD GREEN
19	NOT USED
20	NOT USED
21	NOT USED
22	1 USED TRANSOM PANEL WITH TRUE DIVIDED LITE TO MATCH STOREFRONT
23	SINGLE HUNG WINDOW CLAD - EVERGREEN (MARVIN)
23A	ARCH TOP, INSUL. GLASS LOW-E 3 SHADING
24	SINGLE HUNG WINDOW CLAD - EVERGREEN (MARVIN) INSUL. GLASS WITH TRUE DIVIDED LITE LOW-E 3 SHADING
25	SINGLE HUNG WINDOW CLAD - WHITE (MARVIN) INSUL. GLASS WITH TRUE DIVIDED LITE
26	1 USED BREAK METAL PANEL TO MATCH SIGN PANEL
27	REMOVABLE BREAK METAL SIGN PANEL (SEE DETAIL)
28	1 HINGED OPERABLE WINDOW (TYP. AP)
29	NOT USED
30	BRICK SOLDIER COURSE ARCH HEADER
31	SINGLE HUNG WINDOWS - STONE COLOR CLAD (MARVIN) INSUL. GLASS WITH TRUE DIVIDED LITE TRANSOM LOW-E 3 SHADING
32	SINGLE HUNG WINDOWS STONE COLOR CLAD (MARVIN) INSUL. GLASS LOW-E 3 SHADING
33	1 USED WINDOW STONE COLOR CLAD - INSULATED GLASS (MARVIN) TRUE DIVIDED LITE LOW-E 3 SHADING
34	NOT USED
35	SOLDIER BRICK COURSE
36	BRICK SOLDIER COURSE ARCH TWO ROWS
37	BRICK SOLDIER COURSE ARCH TWO ROWS
38	SOLDIER BRICK COURSE ROUND FRAME PATTERN FOR ROUND WINDOW
39	RENAISSANCE STONE 11 5/8" X 23 5/8" X 3 3/8" SMOOTH FIN. WHITE
40	BRICK ROW, ARCH - 1 COURSE
41	1" STEEL ROD WITH TURNBUCKLE PAINT BLACK
42	SUNSHIELD BLACK ANTIMONY
43	RENAISSANCE STONE 11 5/8" X 23 5/8" X 3 3/8" SMOOTH FIN. SANDRIT
44	BREAK METAL TO MATCH WINDOW STONE COLOR
45	ONE GLASS PANEL AS SUPD. BY LAMINATORS INC. FIN. TO MATCH ALUM. FRAME
46	PRECAST STONE SEC. 4" X 4" X 1"
47	RECESSED BRICK LOGO 1"
48	LAMINATOR NO. 81751 PK 1-800-424-8817 PAINT BLACK
49	MODIFIED BUTLER ROOF SYSTEM
50	TYPE 10 EXTENDED ALUMINUM GRAVEL STOP TO MATCH STONE
51	WHITE PAC-CLAD #PABO
52	4" POLYISOCYANURATE ROOF INSULATION R-30
53	PUR CAST HOLLOW LOOSE PLANKS
54	BREAK METAL TO MATCH STOREFRONT COUGH ON 1/2" OOK PLYWOOD
55	6" BATT INSULATION KRAFT FACE R-19
56	STEEL TUBE. SEE STRUCTURAL DWG.
57	5/8" GWS
58	6" METAL STUD @ 16" O.C.
59	1" INSULATED GLASS
60	5/8" GWS ON 2" x 2" TURNING CHANNEL 24" O.C. 2" POLYISOCYANURATE INSULATION
61	2" RIGID INSULATION R 14.4
62	TYPICAL WALL CONSTRUCTION
63	FACED BLOCK
64	1 3/8" AIRSPACE
65	2" POLYISOCYANURATE INSULATION
66	TYPE 4 WRAP
67	3/4" DENSICOLD BREATHING
68	6" METAL @ 16" O.C.
69	3.5 BLANKET INSULATION R-19 KRAFT FACE
70	5/8" GWS
71	TYPICAL WALL CONSTRUCTION
72	FACED BRICK
73	1 3/8" AIRSPACE
74	2" POLYISOCYANURATE INSULATION
75	TYPE 4 WRAP
76	3/4" DENSICOLD BREATHING
77	6" METAL @ 16" O.C.
78	3.5 BLANKET INSULATION R-19 KRAFT FACE
79	5/8" GWS
80	PROJECT IN WINDOW WITH INSULATED GLAZING LOW-E 3 SHADING
81	STEEL CHANNEL W/19 FASCIA & SUPPORT, PAINT BLACK
82	BULB FLUORESCENT FIXTURE (TYP. OF 3) SEE DETAIL
83	MODIFIED BUTLER ROOF SYSTEM ON POLYISOCYANURATE TAPERED INSULATION
84	SLAB ON GRADE
85	ADOLITE GOODMECH LIGHT SEE ELECTRICAL DRAWINGS
86	PRECAST REAR
87	PRECAST HOLLOW DOME
88	8" x 8" x 1/2" DECORATIVE COVER STEEL PLATE
89	PRECAST DOUBLE TEE
90	PRECAST SPANDREL WALL
91	RECURVED DRAIN
92	DOWNSPOUT
93	ALUMINUM FLASHING TO MATCH STOREFRONT
94	1" THERMOBULB BY LAMINATORS INC. FINISH TO MATCH ALUM. FRAME 1/4" O.D. DIA.
95	CONCRETE TOPPING WITH DE-AQ-TEX INTEGRAL WATERPROOFING
96	SYSTEM, SLOPE TO DRAIN
97	EXPOSED LITE PANEL
98	TYPE 4 WRAP
99	3/4" DENSICOLD BREATHING
100	6" METAL STUD @ 16" O.C.
101	3.5 BLANKET INSUL. R-19 KRAFT FACE
102	2" SQUARE TUBE GUARDRAIL WITH 2" SQUARE TUBE VERTICAL SUPPORTS AT 4' - 0" O.C. 4" x 4" x 1/2" BASE PLATE WITH 4 1/4" EXPANSION BOLTS
103	ROUGH WALL FLASHING & WEEP HOLES @ 14" O.C.
104	LEADS BRICK WITH COMPRESSIBLE MATERIAL BELOW SHELF ANGLE

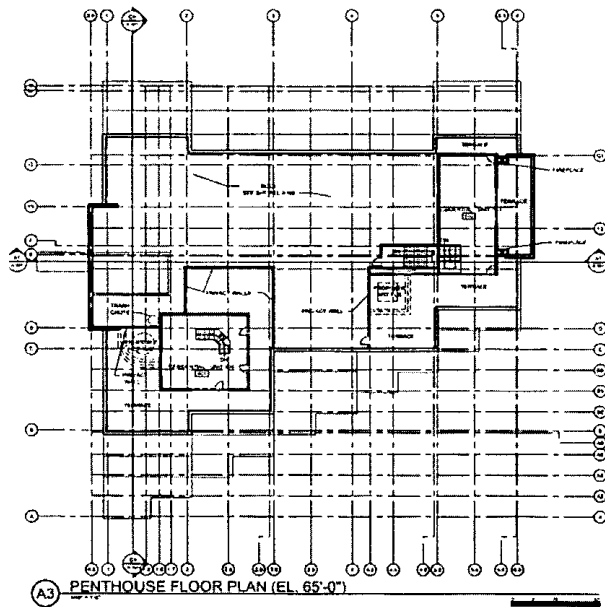
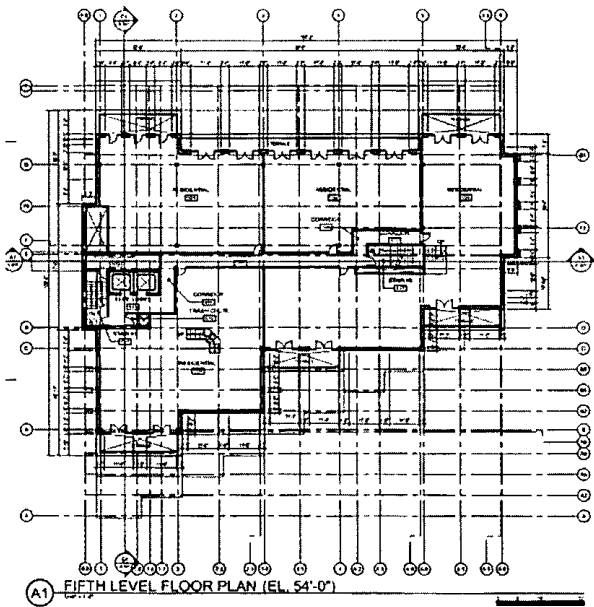


**FIRST & SECOND
LEVEL FLOOR PLAN**

A-101



KNAUER <small> Knauf Management 775 Riverchase Drive, Suite 200 Birmingham, AL 35244 Phone: (205) 988-8800 Fax: (205) 988-8801 Email: knauf@knauf.com </small>																	
<div style="border: 1px solid black; height: 150px; width: 100%;"></div>																	
<table border="1"> <tr> <td>Project:</td> <td>First Street Downtown Redevelopment</td> </tr> <tr> <td>Phase:</td> <td>Phase 1 - Construction</td> </tr> <tr> <td>Client:</td> <td>City of Birmingham</td> </tr> <tr> <td>Architect:</td> <td>Knauf Management</td> </tr> <tr> <td>Engineer:</td> <td>Knauf Management</td> </tr> <tr> <td>Contractor:</td> <td>Knauf Management</td> </tr> <tr> <td>Inspector:</td> <td>Knauf Management</td> </tr> <tr> <td>Owner:</td> <td>Knauf Management</td> </tr> </table>		Project:	First Street Downtown Redevelopment	Phase:	Phase 1 - Construction	Client:	City of Birmingham	Architect:	Knauf Management	Engineer:	Knauf Management	Contractor:	Knauf Management	Inspector:	Knauf Management	Owner:	Knauf Management
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Owner:	Knauf Management																
FIRST STREET DOWNTOWN REDEVELOPMENT PHASE 1 - CONSTRUCTION 17 CHARLES ALLEN DRIVE																	
THIRD & FOURTH LEVEL FLOOR PLAN																	
A-102																	

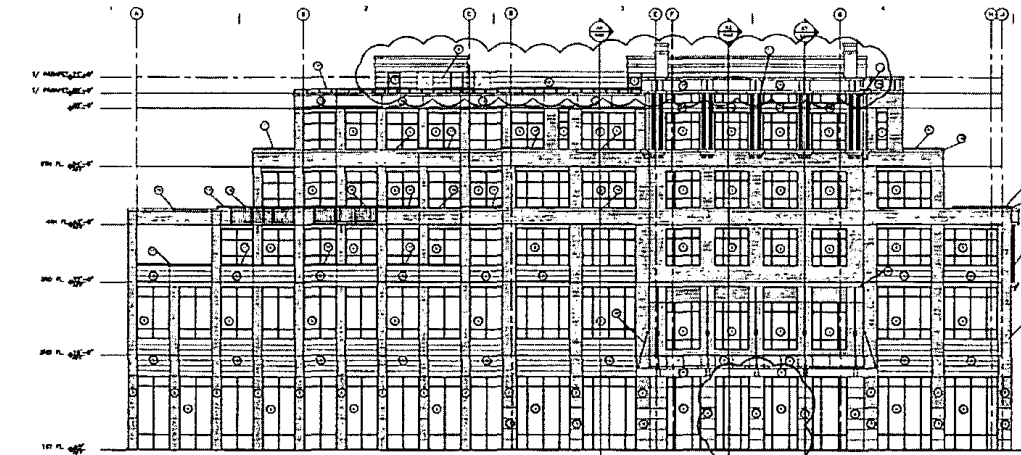


KNAUER

 1000 West 10th Street
 Suite 100
 Minneapolis, MN 55408
 Phone: (612) 338-8800
 Fax: (612) 338-8801
 Email: knauser@knauser.com

<div style="text-align: center; font-weight: bold;">FIRST STREET DOWNTOWN REDEVELOPMENT</div> <div style="text-align: center; font-size: small;"> AREA 10 - WEST SIDE ST. CATHARINE LANE 400' </div>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="font-size: x-small;"> PROJECT NO. 100 DATE 10/1/01 DRAWN BY: J. KNAUSER CHECKED BY: J. KNAUSER SCALE: AS SHOWN SHEET NO. 100 </td> </tr> </table>	PROJECT NO. 100 DATE 10/1/01 DRAWN BY: J. KNAUSER CHECKED BY: J. KNAUSER SCALE: AS SHOWN SHEET NO. 100
PROJECT NO. 100 DATE 10/1/01 DRAWN BY: J. KNAUSER CHECKED BY: J. KNAUSER SCALE: AS SHOWN SHEET NO. 100		

A-103



(C) NORTH ELEVATION



(A1) WEST ELEVATION

- EXISTING BUILDING NOTES**
1. Existing building is a three-story structure, approximately 100' x 100' in plan. The building is located at the intersection of First Street and Main Street.
 2. The building is currently vacant and is in poor condition. The exterior walls are made of brick and the roof is made of asphalt shingles.
 3. The building has a flat roof with a low-pitched gable end. The gable end is made of wood shingles.
 4. The building has a central entrance with a small porch. The porch is made of brick and has a flat roof.
 5. The building has a series of windows along the main facade. The windows are made of wood and have multiple panes.
 6. The building has a series of doors along the main facade. The doors are made of wood and have transoms.
 7. The building has a series of dormers along the roofline. The dormers are made of wood and have gabled roofs.
 8. The building has a series of gables along the roofline. The gables are made of wood and have shingled roofs.
 9. The building has a series of chimneys along the roofline. The chimneys are made of brick and have decorative caps.
 10. The building has a series of porches along the main facade. The porches are made of brick and have flat roofs.
 11. The building has a series of balconies along the main facade. The balconies are made of brick and have decorative railings.
 12. The building has a series of terraces along the main facade. The terraces are made of brick and have decorative railings.
 13. The building has a series of stairs along the main facade. The stairs are made of brick and have decorative railings.
 14. The building has a series of ramps along the main facade. The ramps are made of brick and have decorative railings.
 15. The building has a series of elevators along the main facade. The elevators are made of brick and have decorative railings.
 16. The building has a series of escalators along the main facade. The escalators are made of brick and have decorative railings.
 17. The building has a series of lifts along the main facade. The lifts are made of brick and have decorative railings.
 18. The building has a series of conveyors along the main facade. The conveyors are made of brick and have decorative railings.
 19. The building has a series of cranes along the main facade. The cranes are made of brick and have decorative railings.
 20. The building has a series of hoists along the main facade. The hoists are made of brick and have decorative railings.
 21. The building has a series of winches along the main facade. The winches are made of brick and have decorative railings.
 22. The building has a series of pulleys along the main facade. The pulleys are made of brick and have decorative railings.
 23. The building has a series of gears along the main facade. The gears are made of brick and have decorative railings.
 24. The building has a series of shafts along the main facade. The shafts are made of brick and have decorative railings.
 25. The building has a series of axles along the main facade. The axles are made of brick and have decorative railings.
 26. The building has a series of wheels along the main facade. The wheels are made of brick and have decorative railings.
 27. The building has a series of rollers along the main facade. The rollers are made of brick and have decorative railings.
 28. The building has a series of bearings along the main facade. The bearings are made of brick and have decorative railings.
 29. The building has a series of couplings along the main facade. The couplings are made of brick and have decorative railings.
 30. The building has a series of clutches along the main facade. The clutches are made of brick and have decorative railings.
 31. The building has a series of brakes along the main facade. The brakes are made of brick and have decorative railings.
 32. The building has a series of starters along the main facade. The starters are made of brick and have decorative railings.
 33. The building has a series of switches along the main facade. The switches are made of brick and have decorative railings.
 34. The building has a series of relays along the main facade. The relays are made of brick and have decorative railings.
 35. The building has a series of transformers along the main facade. The transformers are made of brick and have decorative railings.
 36. The building has a series of generators along the main facade. The generators are made of brick and have decorative railings.
 37. The building has a series of motors along the main facade. The motors are made of brick and have decorative railings.
 38. The building has a series of pumps along the main facade. The pumps are made of brick and have decorative railings.
 39. The building has a series of fans along the main facade. The fans are made of brick and have decorative railings.
 40. The building has a series of compressors along the main facade. The compressors are made of brick and have decorative railings.
 41. The building has a series of expanders along the main facade. The expanders are made of brick and have decorative railings.
 42. The building has a series of heaters along the main facade. The heaters are made of brick and have decorative railings.
 43. The building has a series of coolers along the main facade. The coolers are made of brick and have decorative railings.
 44. The building has a series of heaters along the main facade. The heaters are made of brick and have decorative railings.
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KNAUER

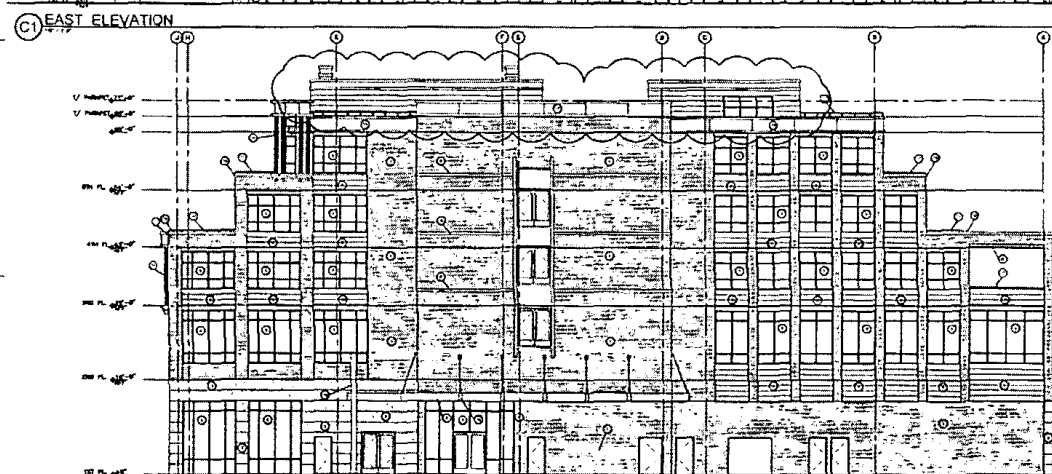
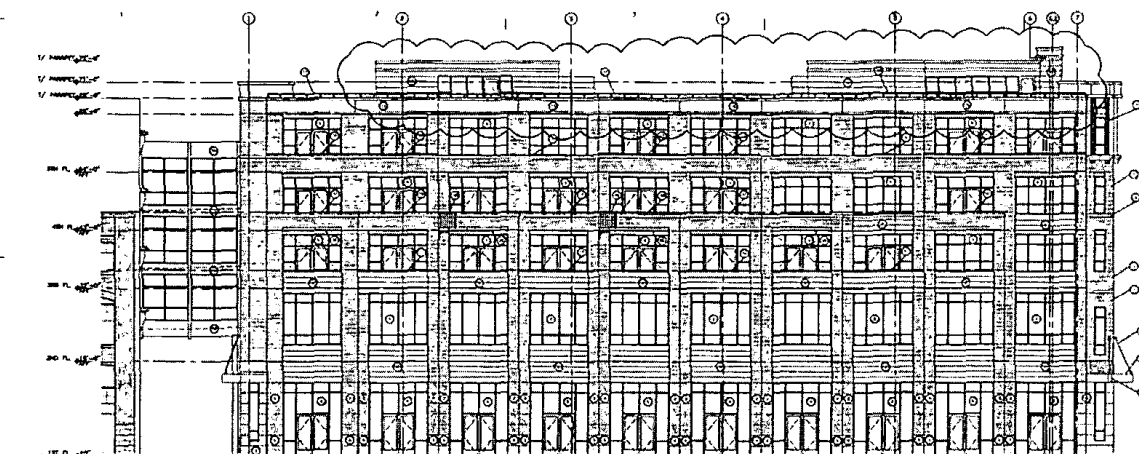
Project: First Street Downtown Redevelopment
 Location: 100' x 100' in plan
 Date: 10/1/2011
 Drawn: [Name]
 Checked: [Name]

FIRST STREET
DOWNTOWN
REDEVELOPMENT

SCALE: 1/8" = 1'-0"
 1" = 12'-0"

EXTERIOR
ELEVATIONS

A-201



- ANNALS OF THE ENTOMOLOGICAL SOCIETY OF AMERICA

- [illegible]

KNAUER

730 Winchester Road Suite 200
Durham, N.C. 27704
Tel: 919 286-0000

**FIRST STREET
DOWNTOWN
REDEVELOPMENT**

WALKER IN NORTH TERRACE
ST. CHARLES, CALIFORNIA

FILED IN	FILE
DATE FILED	FILED
BY	FILED

[illegible]

EXTERIOR ELEVATIONS

A-202

71202

REVISED EXHIBIT "C"
EXCEPTIONS AND DEVIATIONS FROM THE ZONING ORDINANCE AND
SUBDIVISION REGULATIONS

a) DEVIATIONS FROM ZONING ORDINANCE:

PROVISION	ORDINANCE REQUIREMENT	DEVIATION GRANTED
Maximum floor area per building	Table 17.14-2 - 40,000 SF per building	Bldg 1 – 89,196 SF Bldgs 2 & 3 – 123,276 SF plus 117,602 SF parking garage Bldg 4 – 55,717 SF building area plus 169,744 SF parking garage Bldg 6 - 70,351 SF
Parking lot setbacks	Table 17.14-2 - Minimum 5 feet setback where a surface parking lot adjoins a street	The angled parking spaces south of Bldg 7A have a zero setback off of First Street. The parking lot north of Bldg 7B has a four foot setback.
Maximum Building Height	Table 17.14-2 - 50 feet	Bldg 1 – 75 feet Bldg 2 – 74 feet Bldg 3 – 74 feet Bldg 4 – 55 feet Bldg 6 – 55 feet
Off-street parking spaces	Table 17.24-3 - 300 spaces required for area outside SSA boundary	Deviation required for 180 spaces for area outside the SSA boundary. Total number of off-street parking spaces provided per plan on Subject Realty: 852 spaces
Minimum dimensions of parking spaces for grocery	Section 17.24.070(B) - Minimum 9.5' wide spaces required for grocery stores	The proposed spaces for Blue Goose are 9 feet wide
Residential parking location	Section 17.24.060(B) - Required parking facilities accessory to uses in CBD-1 and CBD-2 Districts may be located on same lot, or on a different lot within 200 feet walking distance for residential uses	Residential units in Bldg 7A do not have parking on the same lot
Non-Residential parking location	Section 17.24.060(B) - Required parking facilities accessory to uses in CDB-1 and CBD-2 Districts may be located on same lot, or on a different lot within 500 feet	Non-residential uses in Bldgs 7A and 7B do not meet this requirement

	walking distance for non-residential uses	
Design standards and guidelines – Location of surface parking lots	Section 17.06.040(2a) - Surface parking lots shall not be located between buildings and the street, but may instead be located behind or beside buildings	The parking lots east of the Blue Goose building and west of Bldg 6 are located adjacent to streets

b) DEVIATION FROM TITLE 16 (SUBDIVISION AND LAND IMPROVEMENTS)

1) To allow the pavement width of a public street to be reduced from 33 ft (back of curb width) to 20 ft (edge of pavement width) and for the parking stall depth for the angled on-street parking spaces to be 14.5 ft instead of 16 ft.

2) To exempt the 16 affordable housing units in Building 7A (as more fully described in the Development Agreement) from the requirements regarding land/cash dedication to school and parks.

REVISED EXHIBIT "E"
FIRST STREET DOWNTOWN REDEVELOPMENT
ST. CHARLES, ILLINOIS
DEVELOPMENT DATA

BUILDING No.	TYPE	FLOOR LEVEL	AREA/UNITS
<u>River Terrace Building 1</u>	Retail	1 st Level	20,056 S.F.
	Non-residential*	2 nd Level	20,196 S.F.
	Residential	3 rd Level	17,690 S.F.
	(6 units)		
	Residential	4 th Level	15,392 S.F.
	(6 units)		
	Residential	5 th Level	13,664 S.F.
	(4 units)		
	Penthouses	5 TH mezzanine	2,198 SF
<u>Total bldg area</u>			<u>89,196 S.F.</u>

<u>River Loft Buildings 2 And 3</u>	Retail	1 st Level	20,318 S.F.
	Non-residential*	2 nd level	12,396 S.F.
	Residential	2 nd Level	11,423 S.F.
	(4- 2 Bedroom)		
	(1-3 bedroom)		
	Residential	3 rd Level	23,907 S.F.
	(2-1 Bedroom)		
	(8-2 Bedroom)		
	(3-3 bedroom)		
	Residential	4 th Level	23,095 S.F.
	(2-1 Bedroom)		
	(9-2 Bedroom)		
	(2-3 bedroom)		
	Residential	5 th Level/ mezzanine	32,137 S. F.
	(6-1 bedroom)		
	(7-2 bedroom)		
	(1-4 bedroom)		
<u>Total building area</u>			<u>123,276 S.F.</u>

Riverloft (Buildings 2 and 3) Parking Garage

Parking	1 st level	21,778 SF	35 spaces
Parking	2 nd level	8,712 SF	22 spaces
Parking	3 rd level	21,778 SF	57 spaces
Parking	4 th level	21,778 SF	57 spaces
Parking	5 th level	21,778 SF	57 spaces
Parking	6 th level	21,778 SF	41 spaces
Total		117,602 SF	269 spaces

<u>Building 4</u>	Retail	1 st level	25,112 SF
	Non-residential*	2 nd level	30,273 SF
Total			55,385 SF

Building 4 Parking Garage

Parking	1 st Level	19,304 SF /45 spaces
Parking	2 nd Level	22,881 SF/52 spaces
Parking	3 rd Level	22,881 SF/50 Spaces
Parking	4 th Level	52,339 SF/140 spaces
Parking	5 th Level	52,339 SF/143 Spaces
Total		169,744 SF/ 429 spaces

<u>Building 6</u>	Parking	Below Grade Level	35 Spaces
	Retail	1 st Level	13,753 S.F.
	Non-residential*	2 nd Level	18,866 S.F.
	Residential	3 rd Level	18,866 S.F.
	(4 – 1 Bedroom)		
	(7 – 2 Bedroom)		
	Residential	4 th Level	18,866 S.F.
	(4 – 1 Bedroom)		
	(7 – 2 Bedroom)		
Total			70,351 S.F.

<u>Building 7A</u>	Retail	1 st Level	6,391 S.F.
	Apartments (8 -1 Bedroom)	2 nd Level	6,512 S.F.
	Apartments (8 -1 Bedroom)	3 rd Level	6,512 S.F.
	<u>Total</u>		<u>19,415 S.F.</u>

<u>Building 7B</u>	Retail	1 st Level	6,327 S.F.
	Non-residential*	2 nd Level	6,572 S.F.
	Office	3 rd Level	6,540 S.F.
	<u>Total</u>		<u>19,439 S.F.</u>

<u>Building 8</u>	Retail	1 st Level	4,387 S.F.
	Non-residential*	2 nd Level	4,660 S.F.
	Office	3 rd Level	4,660 S.F.
	<u>Total</u>		<u>13,707 S.F.</u>

Building 9

		Basement	5,987 SF
	Restaurant	1 st level	5,826 SF
	Office	2 nd level	5,943 SF
	Office	3 rd level	5,943 SF
	Office	4 th level	5,943 SF
	<u>Total</u>		<u>29,636 SF</u>

Blue Goose

	Retail	1 st level	30,508 SF
	Office	Mezzanine	5,778 SF
	<u>Total</u>		<u>36,286 SF</u>

*Includes the non-residential uses allowed in the CBD-1 Central Business District; any use classified as a special use in Table 17.14-1 requires the granting of a Special Use.

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

Certificate

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

I further certify that on June 16, 2008, the Corporate Authorities of such municipality passed and approved Ordinance No. 2008-Z-22, entitled

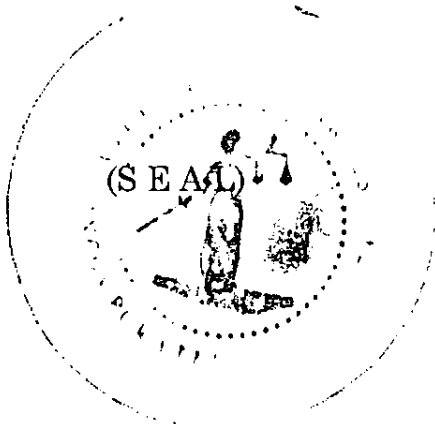
"An Ordinance Granting the First Amendment to
Special Use PUD Ordinance 2006-Z-29 and Revised
PUD Preliminary Plan Approval (First Street
Redevelopment PUD),"


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

The pamphlet form of Ordinance No. 2008-Z-22, including the Ordinance and a cover sheet thereof was prepared, and a copy of such Ordinance was posted in the municipal building, commencing on June 20, 2008, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

DATED at St. Charles, Illinois, this 16th day of June 2008.


Municipal Clerk



	AGENDA ITEM EXECUTIVE SUMMARY												
	Title:		Recommendation to approve a Redevelopment Agreement with First Street Development II, LLC regarding First Street Redevelopment PUD Phase 3										
	Presenter(s):		Mark Koenen; Rita Tungare; Russell Colby										
<i>Please check appropriate box:</i>													
	Government Operations			Government Services									
X	Planning & Development (2/17/15)			City Council									
<table border="1" style="width: 100%;"> <tr> <td>Estimated Cost:</td> <td></td> <td>Budgeted:</td> <td>YES</td> <td></td> <td>NO</td> <td></td> </tr> </table>							Estimated Cost:		Budgeted:	YES		NO	
Estimated Cost:		Budgeted:	YES		NO								
If NO, please explain how item will be funded:													
Executive Summary:													
<p>Attached is a draft redevelopment agreement between the City and the developer of the Phase 3 proposal, First Street Development II, LLC. This redevelopment agreement only pertains to Phase 3 of the First Street project. The City owns all of the property within Phase 3 including the old Harris Bank parcel, which the Developer recently conveyed to the City.</p> <p>The agreement outlines the schedule for construction of buildings and other site improvements as well as terms for conveyance of property to the developer in order to facilitate the Phase 3 development proposal. It also includes business terms related to the public parking deck and environmental remediation of the site.</p> <p>At this time, City staff is in the process of finalizing some of the business terms with the developer and we anticipate having more updated information to share by the 17th.</p>													
Attachments: (please list)													
Draft Redevelopment Agreement													
Recommendation / Suggested Action (briefly explain):													
Recommendation to approve a Redevelopment Agreement with First Street Development II, LLC regarding First Street Redevelopment PUD Phase 3, contingent upon satisfactory resolution of all outstanding items prior to final City Council action.													
For office use only:		Agenda Item Number: 3b											

**CITY OF ST. CHARLES CENTRAL DOWNTOWN
TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT
(FIRST STREET PROJECT)**

THIS REDEVELOPMENT AGREEMENT (the "*Agreement*") is made and entered into this _____ day of _____, 2015 ("*Effective Date*"), by and between the **CITY OF ST. CHARLES**, an Illinois municipal corporation (the "*City*"), and **STREET DEVELOPMENT II, LLC**, an Illinois limited liability company (the "*Developer*") (the City and Developer are hereinafter sometimes collectively referred to as the "*Parties*", and individually as a "*Party*").

W I T N E S S E T H:

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, as amended [65 ILCS 5/11- 74.4 -1 *et seq.* (2005 Illinois State Bar Ed.)] (the "*Act*"), the City has undertaken a program to qualify for redevelopment of certain property within the City and generally located and which is legally described in Exhibit A and depicted in Exhibit A-1, attached hereto and made a part hereof (the "*Redevelopment Project Area*"); and

WHEREAS, on _____, 2015, the Corporate Authorities of the City, after giving all notices and conducting all public hearings required by the Act, adopted the following ordinances:

Ordinance No. 2015-M-____, entitled "An Ordinance of the City of St. Charles, Kane and DuPage Counties, Illinois, Approving a Tax Increment Redevelopment Plan and Redevelopment Project for the Central Downtown Redevelopment Project Area";

Ordinance No. 2015-M-____, entitled "An Ordinance of the City of St. Charles, Kane and DuPage Counties, Illinois, Designating the Central Downtown Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and

Ordinance No. 2015-M-____, entitled "An Ordinance of the City of St. Charles, Kane and DuPage Counties, Illinois, Adopting Tax Increment Allocation Financing for the Central Downtown Redevelopment Project Area."

WHEREAS, the City owns in fee simple that certain real property located within the Redevelopment Project Area and legally described in Exhibit B and depicted in Exhibit B-1, attached hereto and made a part hereof (the "*City Property*"); and

WHEREAS, the City, pursuant to the terms of this Agreement, shall convey to the Developer, on a phase-by-phase basis, certain portions of the City Property, as legally described in Exhibit C and depicted in Exhibit C-1, attached hereto and made a part hereof (the "*Conveyed Property*"), anticipated to be in three (3) phases (each, a "*Phase*"); and

WHEREAS, the Developer, pursuant to the terms of this Agreement, shall develop the Conveyed Property, on a phase-by-phase basis, by developing:

- Phase 1: • a mixed use retail/office building, with private underground parking;
 • a City-owned public parking deck with 110 spaces;
- Phase 2: a mixed use retail/residential building, with private underground parking; and
- Phase 3: a mixed use retail/residential building, with private underground parking;

all with associated landscaping and streetscape ("*Project*"), which Project is intended to be developed in substantial conformance with the site plan prepared by County Engineers, Inc., dated _____, 2015 which is attached hereto and incorporated herein as Exhibit D-1 (the "*Site Plan*") and the scope of project which is attached hereto and incorporated herein as Exhibit D-2 (the "*Scope of Project*"); and

WHEREAS, except to the extent already secured, the Developer shall make such applications for zoning and other relief as may be necessary to permit the Property to be properly zoned and to otherwise cause to be secured such other entitlements as may be necessary or convenient so as to permit the development of the Property with the Project, in substantial conformance with the Site Plan and the Scope of Project, including any conditions attendant thereto, including but not limited to Ordinance No. _____, approving a _____ for the Project, pursuant to the plans and renderings referenced in said ordinance and attached hereto as Exhibit D-3, and made a part hereof (hereinafter, the "*Governmental Requirements*"); and

WHEREAS, the Project shall be constructed in strict accordance with the phasing time frames set forth in Exhibit E ("*Construction Phasing Schedule*"); and

WHEREAS, to facilitate the development and construction of the Project and subject to and in accordance with the terms of this Agreement, the City agrees to convey the Conveyed Property to the Developer and reimburse the Developer for certain Redevelopment Project Costs (as hereinafter defined) that the Developer incurs, or has incurred, in connection with the development and construction of the Project; and

WHEREAS, in connection with the commitment of the Developer to develop and construct the Project, the City intends to construct certain City Public Improvements, the direct and indirect costs of which are eligible for reimbursement pursuant to the Act; and

WHEREAS, the Project shall be developed and constructed in accordance with all City codes, ordinances and regulations, as applicable to the plans and specifications to be approved by the City and any other appropriate governmental authorities having jurisdiction over the Project in accordance with the Site Plan, the Scope of Project and Governmental Requirements; and

WHEREAS, the Developer represents and warrants to the City, and the City finds, that, but for the assistance to be provided by the City to the Developer pursuant to the Act, the Project would

not be economically viable or eligible for the private financing necessary for its completion and, concomitantly, the Developer would not develop and construct the Project; and

WHEREAS, pursuant to 65 ILCS 5/11-74.4(c), the City published on February 14, 2015 and republished on February 18, 2015 a notice requesting alternate proposals for the redevelopment of the City Property; and

WHEREAS, the City did not receive any alternate proposals to redevelop the City Property; and

WHEREAS, this Agreement has been submitted to the Corporate Authorities of the City for consideration and review, and the Corporate Authorities have taken all actions required to be taken prior to the approval and execution of this Agreement in order to make the same binding upon the City according to the terms hereof; and

WHEREAS, the Corporate Authorities of the City, after due and careful consideration, have concluded that the development and construction of the Project as provided for herein will further the growth of the City, facilitate the redevelopment of the Redevelopment Project Area, improve the environment of the City, increase the assessed valuation of the real estate situated within the City, foster increased economic activity within the City, increase employment opportunities within the City, upgrade public infrastructure within the Redevelopment Project Area, and otherwise be in the best interests of the City by furthering the health, safety, morals and welfare of its residents and taxpayers.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Developer do hereby agree as follows:

ARTICLE I. RECITALS PART OF AGREEMENT

The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Article I.

ARTICLE II. MUTUAL ASSISTANCE

The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications (and, in the case of the City, the adoption of such ordinances and resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out such terms, provisions and intent.

Further, provided the Developer is in compliance with this Agreement, the City agrees that it shall not revoke or amend the Redevelopment Plan or the ordinances adopted by the City relating to the Redevelopment Plan and Project or this Agreement if such revocation or amendment would prevent the development of the Project by the Developer in accordance with this Agreement and the exhibits appended hereto. The Parties shall cooperate fully with each other in seeking from any or all appropriate governmental bodies (whether federal, state, county or local) any necessary permits, entitlements and approvals required to develop and construct the Project.

In addition, the City reserves the right, but does not have the obligation, to maintain at City's expense, an on-site representative at the Project to monitor the construction of the Project. Developer agrees to provide safe access to the Project, including without limitation, access to inspect all portions of the construction of the Project, of the site's work and work in progress. This on-site representative shall not interfere with any construction work and shall comply with all safety standards and other job-site rules and regulations of Developer. The City's on-site representative is an inspector only. The on-site representative shall make only such communications with Developer and the general contractor as are reasonably necessary to enable such on-site representative to conduct its investigations. The foregoing shall not limit the authority of the City to enforce any applicable City regulations.

ARTICLE III. OBLIGATIONS OF THE PARTIES

3.1 **Developer Obligations and Agreements.** In consideration of the substantial commitment of the City to the redevelopment of the Redevelopment Project Area pursuant to the Redevelopment Plan and its commitments contained in this Agreement, the Developer has fulfilled, or shall fulfill, the following obligations:

- (A) The Developer has advanced, shall hereafter advance, or shall cause other parties to advance the funds necessary to construct and complete each Phase of the Project that Developer undertakes to complete.
- (B) The Developer has secured, or shall hereafter secure or cause to be secured, all required permits and approvals necessary to construct and complete each Phase of the Project that Developer undertakes to complete.
- (C) To the extent the Developer undertakes construction of a particular Phase, the Developer shall develop, construct and complete such particular Phase, and any subsequent Phase of the Project undertaken in accordance with the terms and provisions of this Agreement.
- (D) The Developer shall construct the public improvements (the "*Developer Public Improvements*") as set forth in Exhibit F-1, attached hereto and made a part hereof. The City shall pay the Developer the actual construction costs of the Developer Public Improvements, but in no event shall the City pay the Developer, in aggregate, more than the aggregate construction costs of the Developer Public Improvements set forth in Exhibit F-1. In the event the aggregate construction costs of the Developer Public Improvements exceed the

aggregate construction costs set forth in Exhibit F-1, the Developer shall be solely responsible for paying any and all such additional costs above and beyond the amounts set forth in Exhibit F-1. The Developer Public Improvements shall be constructed in accordance with the plans and specifications jointly prepared, reviewed and approved by the City and Developer. The Developer shall construct the Developer Public Improvements in accordance with the Construction Phasing Schedule set forth in Exhibit E. The City shall make payments to the Developer for the Developer Public Improvements actually constructed, regardless of whether said construction is partially or Substantially Complete (as hereinafter defined) during each phase of construction, as provided for in this Agreement.

Such payments shall be made in accordance with Section 5.3 of this Agreement upon the Developer's submittal of a Reimbursement Application as provided in Exhibit H, attached hereto and made a part hereof.

- (E) So long as the Developer is constructing any Phase of the Project which is not Substantially Complete (as hereinafter defined), Developer shall require its general contractor, or if there is none, then at its own expense, to obtain and maintain, subject to the requirements of Section 9.14 hereof, comprehensive general liability, workmen's compensation and automobile/vehicle liability insurance for the Project, and shall cause City to be named as an additional insured party, with all the rights of a primary insured, on such insurance policies, except that on the workmen's compensation insurance, the Certificate of Insurance shall include a waiver of subrogation in favor of the City. Said insurance policies shall be issued in an amount not less than Five Million Dollars (\$5,000,000.00) combined single limit for bodily injury, personal injury or death and property damage with respect to any single occurrence or, in the case of workmen's compensation insurance, as required by statute and each of said policies shall further provide for not less than thirty (30) days prior written notice to the City and the Developer before such policies may be materially changed, modified or canceled. Prior to commencement of any work on the Project, the Developer shall provide the City with appropriate certificates of insurance and copies of such policies when issued. The Developer shall keep in force at all times completed value builders risk insurance, against risks of physical loss, including collapse, covering the total value of the building and contents including the work performed and equipment, supplies and materials furnished for each Phase of the Project as shall be on any part of the Project site from time to time. Should the City receive notice that premiums needed to maintain in force any of the required insurance policies have not been paid, the City shall notify the Developer of the receipt of said notice. If the Developer shall fail to promptly pay any such required premium, the City may, but shall not be required to, pay the premiums due during any cure period afforded in such notice. If the City shall pay any premium due on any of the required policies of insurance, the amount of the premiums paid by the City shall constitute a debt owed by the Developer to the City and the City shall be entitled to deduct the amount of the premiums from any amounts due the Developer under this Agreement. The Developer's failure to pay any premiums on any policy of insurance required hereunder shall constitute an event of default and shall remain so irrespective of whether the City shall elect to pay such premiums on behalf of the Developer. The Developer may cure said default if it promptly repays the City for the amount of the premiums paid by the City. If not promptly

repaid, the City shall have the right to terminate this Agreement in accordance with the terms hereof.

- (F) The Developer agrees to and shall indemnify, defend and hold harmless the City, its elected officials, officers, representatives, assigns, servants, consultants, agents, attorneys and employees from any and all liability, claims, damages, expenses, actions and costs of actions, in law or equity (including reasonable attorney's fees and costs, and reasonable attorney's fees and costs on appeal), of any kind and nature, arising or growing out of or in any way connected with the Developer's construction, operation, duties, obligations and responsibilities under the terms of this Agreement or any Phase of the Project, including but not limited to the matters pertaining to hazardous materials and other environmental matters resulting from Developer's activities, and any of its contractors, agents, assigns, servants, employees, customers, patrons or invitees, or arising out of or in any way connected with the operation or conduct of the Developer hereunder or in any way related to this Agreement. The Developer shall, at its own expense, appear, defend and pay all reasonable charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the City, its elected officials, officers, representatives, assigns, servants, consultants, agents and employees, the Developer shall, at its own expense, satisfy and discharge the same. Each party shall give prompt written notice to the other of the assertion or commencement of any claim, demand, investigation, action, suit or other legal proceeding for which indemnity is, or may be, sought hereunder however, this notice requirement shall not apply to any claim, demand, investigation, action, suit or other legal proceeding in which the parties are litigating claims against each other. The Developer shall have the right and obligation to assume, at its own expense, the defense or settlement of any third party claim, demand, investigation, action, suit or other legal proceeding for which it is obligated to provide indemnity hereunder; provided, however, that the Developer shall not settle or compromise any such claim, demand, investigation, action, suit or other legal proceeding without the City's prior written consent thereto, which consent shall not be unreasonably withheld, conditioned or delayed unless the terms of such settlement or compromise unconditionally discharge and release the City, its elected officials, officers, representatives, assigns, servants, consultants, agents and employees from any and all liabilities and obligations thereunder and do not involve a remedy other than the payment of money by the Developer. Notwithstanding the foregoing, the Developer may not assume or control the defense if the named parties to a third party claim (including any impleaded parties) include both the Developer and the City and representation of both parties by the same counsel (in such counsel's reasonable determination) would be inappropriate due to actual or potential differing interests between them, in which case the City shall have the right to defend the third party claim and to employ counsel reasonably approved by the Developer, and to the extent the matter is determined to be subject to indemnification hereunder, the Developer shall reimburse the City for the reasonable costs of its counsel. If the Developer does not assume liability for and the defense of a third party claim pursuant to this Section 3.1(F) the City shall have the right (i) to control the defense thereof and (ii) if the City shall have notified the Developer of the City's intention to negotiate a settlement of the third party claim (at the Developer's expense to the extent the matter is determined to be subject to indemnification hereunder), which notice shall include the material terms of any proposal settlement in reasonable detail, unless the Developer shall have notified the City, in writing, of the Developer's election to assume liability for and the defense of the third party claim within ten (10) days after receipt

of such notice, and the Developer promptly thereafter shall have taken appropriate action to implement such defense the City shall have the right to settle such third party claim. The City shall not be entitled to settle any such third party claim pursuant to the preceding sentence without the Developer's prior written consent unless the terms of such settlement include an unconditional release of the Developer by the third party claimant on account thereof. Notwithstanding the foregoing, the City at all times shall have the right, at its option and expense, to participate fully in the defense or settlement of such claim, demand, investigation, action, suit or other legal proceeding. The Developer and the City shall cooperate fully in defending or settling any third party claim, demand, investigation, action, suit or other legal proceeding, and the defending or settling party shall have reasonable access to the books and records and personnel of the other party that are relevant to such claim, demand, investigation, action, suit or other legal proceeding. No indemnification shall be required to be made by Developer under this Section 3.1(F) until the aggregate amount of the damages incurred by the City, other than attorneys' fees and court costs, exceeds \$10,000.00 (the "Deductible"), and then indemnification shall only be required to be made by the Developer to the extent that such damages exceed the Deductible. The Developer shall have no indemnification, except as otherwise provided for in Section 3.2(F), for hazardous materials or other environmental matters in existence as of the date of this Agreement and not directly identified and cited in the Huff & Huff Incorporated reports that have been delivered to Developer or the City by Huff & Huff Incorporated, including but not by way of limitation the letter report dated January 17, 2015.

- (G) The Developer agrees to secure and pay for each building permit, occupancy permit, utility connection permit inspection or other required City, County, State, Federal or other regulatory body permit and fees, if applicable, which are then in effect and as required for each structure to be constructed or located in each Phase of the Project. Any City permits, including but not limited to occupancy permits, utility inspection permits and inspections shall be secured and paid in accordance with those amounts and terms as provided for in the St. Charles Municipal Code, as may be amended from time to time.
- (H) The Developer represents and warrants that it shall not cause or permit any mechanic's liens or other lien claims to remain against the Project, or any Phase or part thereof, or the Tax Allocation Fund, as defined in Section 5.2(A), for labor or materials furnished in connection with demolition, site preparation, development, construction, additions, modifications, improvements or any other matter which might give rise to lien rights against the Project, the Property or any Phase or part thereof or the Tax Allocation Fund, as defined in Section 5.2(A). Notwithstanding the foregoing, the Developer shall be entitled to defend, prosecute or settle, as the case may be in a timely and commercially reasonable manner, any claims for mechanic's liens, other liens, claims or causes of action relating to allegedly defective or incomplete work, provided that the City shall not be required to contribute to such settlement. Subject to the foregoing, and subject to Section 9.14 hereof, the City shall have the right of offset to utilize any monies otherwise owed to or entitled by Developer (not otherwise earned but unpaid) under this Agreement to settle or satisfy any such claims and the Developer hereby agrees and covenants to indemnify, defend and hold harmless the

Indemnified Parties, (including the payment of reasonable attorneys' fees and costs and expenses) from and against any such liens, claims or causes of action as may be asserted against the Project, the Property or any Phase or part thereof or the Tax Allocation Fund.

- (I) Upon reasonable notice, the City Representative (as hereinafter defined), or his designee, shall have access to all portions of the Project during reasonable times for the term of this Agreement. Upon reasonable notice, any City Representative (as hereinafter defined), or his designee, shall have access to all books and records relating to the private financing of the Project, the Property or any Phase thereof and the Redevelopment Project Costs with respect thereto, including but not limited to the Developer's closing documents, financing commitments, loan statements, general contractor's and contractor's sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices. These records shall be kept and maintained at the Developer's offices within the City and shall be available for inspection, audit and examination. The Developer shall incorporate this right to inspect, audit and examine all books and records in all contracts entered into by the Developer with respect to the Redevelopment Project Costs.
- (J) To the extent required by law, the Developer agrees to pay, and to contractually obligate and cause any and all general contractors and subcontractors to pay, the prevailing rate of wages as established by the City, from time to time, when constructing the Developer Public Improvements or the City Development Public Improvements (as hereinafter defined).
- (K) The Developer represents, warrants and covenants that no member, official, officer, or employee of the City, or any commission or committee exercising authority over the Project, the Redevelopment Project Area, or the Redevelopment Plan, or any consultant hired by the City or the Developer with respect thereto, owns or controls or has owned or controlled any interest, direct or indirect, in the Developer's business, the Project, or any portion of the Property, or will own or control any interest in the Developer's business or the Project, and that this Agreement and issuance and delivery of any bonds will not violate Section 5/11-74.4-4(n) of the Act.
- (L) The Developer agrees to comply with the fair employment/affirmative action principles contemplated by the Act and the Redevelopment Plan, and in accordance with all applicable federal, state and municipal regulations.
- (M) The Developer shall cooperate with the City and provide the City with the information in Developer's possession or control required and necessary under the Act to enable the City to comply with the Act and its obligations under this Agreement.
- (N) The Developer shall use its best efforts to utilize vendors located within the City of St. Charles and to employ persons residing within the City of St. Charles.

3.2 City Obligations and Agreements. In consideration of the substantial commitment of the Developer to the development and construction of the Project, the City, subject to Section 3.3 below, agrees and covenants with the Developer as follows:

- (A) Subject to the prior satisfaction of the pre-conditions contained in Section 3.3 below and Developer's obligations contained in this Agreement, the City shall convey the Conveyed Property in Phases to the Developer in accordance with Article VI below.
- (B) Except as provided for herein, the City shall construct and pay for certain public developments ("*City Development Public Improvements*"), as substantially set forth in Exhibit F-2, attached hereto and made a part hereof, pursuant to the plans and specifications prepared by the City and pursuant to the Governmental Requirements. The City's obligation to pay for the City Development Public Improvements shall be limited to actual costs but shall not exceed the allocated amounts indicated and set forth on Exhibit F-2. The City's obligation to construct the City Development Public Improvements shall be as follows:
- (i) within 30 days after the conveyance of the portion of the Conveyed Property to the Developer for a particular Phase, the Developer shall provide the City with a cost estimate and schedule for construction of the City Development Public Improvements for that Phase, including a Developer's construction management fee of 5%;
 - (ii) if the Developer's estimate exceeds the budget amounts in Exhibit F-2 for that Phase, the City and Developer shall cooperatively work for an additional 15 days after the 30 day period provided in Section 3.2(C) (i) above to reduce the cost to comply with the budget amount as provided in Exhibit F-2 for that Phase;
 - (iii) prior to expiration of the 15 day period as provided in Section 3.2(C) (ii) above the City, in its sole and absolute discretion, shall determine the scope of work for the City Development Public Improvements for that Phase but in no event shall the scope of work so determined by the City for that particular Phase be for less than 80% of the dollar amounts provided in Exhibit F-2 for that Phase;
 - (iv) within 30 days of the 15 day period, as provided in Section 3.2(C) (ii) above the Developer shall submit to the City a revised cost estimate and schedule to the City based on the City's determination in (iii) above;
 - (a) within 15 days thereafter, the City shall have the sole and exclusive right to approve the Developer's estimate and award the City Development Public Improvement work for that particular Phase to Developer, pursuant to the scope of work prepared by the City; or
 - (b) reject the Developer's estimate and the City shall perform the work so determined by the City for that particular Phase but for amounts not less than 80% of the budgeted dollar amounts set forth on Exhibit F-2 for that Phase and within the scheduled time for that Phase.

- (C) The City shall be responsible for constructing the public improvements (the "*City Public Improvements*") substantially described in Exhibit F-3, attached hereto and made a part hereof, the direct and indirect costs of which shall be, paid by the City and to the extent permissible, reimbursed and/or funded by the Tax Increment (as defined in Section 5.2).
- (D) The City shall pay for a portion of the costs of the environmental remediation of the Conveyed Property, not to exceed Sixty Thousand Dollars (\$60,000.00). These costs shall be paid directly by the City upon the submittal by the Developer of a "Reimbursement Application" in the form attached hereto as Exhibit H together with accompanying invoices all in compliance with Section 5.3 below. The City shall not be obligated to arrange for, coordinate or otherwise undertake any of said environmental remediation, and further provided that the Developer shall be responsible for all costs of remediation in excess of the said Sixty Thousand Dollars (\$60,000.00). The City shall be responsible for the costs incurred for the services provided by the environmental consultant, Huff and Huff Incorporated, including the cost of securing no further remediation (NFR) letters for each phase of the Project for the remediation of the Conveyed Property.
- (E) The City shall pay an amount not to exceed Sixty Thousand Four Hundred Ninety Four Dollars (\$60,494.00), towards road impact fees, if any, imposed by the County of Kane phased as follows:
 - (i) Phase 1 - \$35,818.00
 - (ii) Phase 2 - \$12,804.00
 - (iii) Phase 3 - \$11,872.00

These costs shall be paid directly by the City upon the submittal by the Developer of a "Reimbursement Application" in the form attached hereto as Exhibit H together with accompanying invoices all in compliance with Section 5.3 below. The Developer shall be responsible for all road impact fees in excess of the said Sixty Thousand Four Hundred Ninety Four Dollars (\$60,494.00).

- (F) In the event a third party files an application with the City for approval of a project and/or use within the Redevelopment Project Area or property contiguous therewith, the City shall use its best efforts to provide the Developer with notice of such application; provided, however, that the failure of the City to provide such notice shall not be deemed to be a breach or default of this Agreement.

3.3 Satisfaction of Pre-Conditions. Notwithstanding anything contained herein to the contrary, the City shall not be obligated to perform any of the obligations assumed by it hereunder or otherwise, to the Developer or others, unless and until prior to or contemporaneously with the City's consideration for approval and execution of this Agreement, First Street LLC Development and the City shall have executed and entered into a mutually agreeable mutual release, waiver and termination agreement relative to that certain City of St. Charles Tax Increment Financing Redevelopment Agreement dated December 15, 2006;

Failure to satisfy, or otherwise waive by the City, the pre-conditions in this Section 3.3, shall constitute an automatic termination of this Agreement, without further action required by the parties.

**ARTICLE IV.
USE AND DEVELOPMENT OF THE
PROPERTY AND THE TIF IMPROVEMENTS**

4.1 Redevelopment Project.

- (A) In furtherance of the objectives of the Redevelopment Plan, the Developer shall, subject to the terms of this Agreement, Substantially Complete (as hereinafter defined) each Phase of the Project undertaken by Developer in accordance with the objectives of the Redevelopment Plan, the Site Plan, the Scope of Project and all Governmental Requirements.
- (B) Subject to and conditioned upon Developer satisfying and funding the construction escrow for each Phase, in a timely manner and pursuant to the default dates outlined in Exhibit G, the Developer shall have the right to develop and construct each Phase, in accordance with the Construction Phasing Schedule set forth in Exhibit E, provided, however, that each previous Phase of the Project is reasonably progressing in accordance with the Construction Phasing Schedule as shown in Exhibit E. The opening of the construction escrows and deposit by the City of the applicable Conveyed Property for construction loan funding for a particular Phase on or before the dates identified in Exhibit G shall satisfy the construction escrow funding default dates.

4.2 Zoning Approval. This Agreement is contingent upon and the City's conveyance of the Conveyed Property to the Developer for a particular Phase is subject to the City Council approving applications for such zoning relief and subdivision platting as may be necessary to develop the Project, or any particular Phase thereof, including the approval of any rezoning, special uses, site plans, and plats therefore. The Developer shall timely submit applications for zoning relief to the City for review and processing, including any required Plan Commission public hearings, if any, to comply with and permit any Phase of the Project to be developed in accordance with the Property Conveyance Schedule set forth on Exhibits E and G. The City shall timely prepare and submit applications for subdivision platting for review and processing. Provided that the Developer shall have first caused proper and complete applications for desired zoning and subdivision relief to have been filed with the City, should the approval of relief requested under the provisions of this Section 4.2 be unreasonably delayed solely by the City and said such delay unreasonably hinders the Developer from timely compliance with the dates provided in Exhibits E and G, then the dates provided in said Exhibits shall be extended, as appropriate, so as to give the Developer a reasonable amount of additional time as may be needed to comply with said timely compliance. The preceding sentence is intended to provide the Developer with relief when such delay occurs solely as a result of the City's inaction and not otherwise caused by the Developer.

4.3 INTENTIONALLY OMITTED.

4.4 Public Parking Deck. As part of the improvements to be constructed in conjunction with Phase I of the Project, the Developer shall construct, or caused to be constructed, a two-level parking deck containing at least 110 parking spaces, and appurtenants (the "*Public Deck*"), on land owned by the City ("*City Deck Property*") in accordance with the Site Plan and Scope of Project and Governmental Requirements incorporated herein as Exhibits D-1, D-2 and D-3. The Public Deck shall be constructed in conformance with the plans and specifications approved by the City. Subject to the contribution by the City of the Public Deck Cost, as provided for in this section, the entire cost to Substantially Complete construction of the Public Deck shall be paid for by Developer, regardless if the total cost exceeds the City's contribution of the Public Deck Costs. The City shall pay the Developer cash for the actual cost of the Public Deck but not to exceed the amount of One Million Eight Hundred Nine Thousand Five Hundred Dollars (\$1,809,500.00) (the "*Public Deck Cost*"), plus a construction management fee of 5%) as set forth in Exhibit F-1. The Public Deck Cost shall be paid to Developer in one or more progress payments, regardless of whether the Public Deck is partially or Substantially Complete (as hereinafter defined) as provided in this Section 4.5 and shall be made in accordance with Section 5.3 upon Developer's submittal of a Reimbursement Application as provided in Exhibit H. The amount of an actual progress payment shall be the lesser of the following: (A) the dollar amount of the progress payment applied for and approved pursuant to Section 5.3; or (B) the dollar amount calculated as follows:

$$\text{Maximum progress payment} = \frac{\text{Actual Public Deck Construction Costs incurred to date by Developer}}{\text{Total Estimated Construction Cost of Public Deck}} \times \text{Public Deck Cost}$$

Prior to commencement of construction of the Public Deck, the City shall provide to and enter into with Developer a mutually agreed upon construction license agreement, pursuant to which Developer shall construct the Public Deck on the City Deck Property ("*Deck License Agreement*"). If, as reasonably determined by the City Representative and subject to Force Majeure : (A) Developer falls more than forty-five (45) days behind the time schedule to commence, or fails to diligently pursue to Substantial Completion (as hereinafter defined) or complete construction of the Public Deck of the Project as set forth on Exhibit E; or (B) the Developer is otherwise in default under this Agreement, then, notwithstanding any other rights the City may have hereunder, then such events shall constitute a default under this Agreement. If the Developer does not cure any and all such defaults within thirty (30) days of receipt of the notice of default, then the City shall have the right, at its election, to (i) terminate the Deck License Agreement and (ii) suspend and/or terminate any further progress payments for any work commenced or to be completed. The election by the City to suspend and/or terminate any progress, as previously provided, shall not operate as the City's sole remedy in this event and it shall be entitled to pursue any and all other remedies available to it under this Agreement. Further, notwithstanding anything contained herein to the contrary, the City shall not be obligated to pay all or any part of the Developer's five percent (5%) management fee for the Public Deck, unless and until the Public Deck has been Substantially Completed (as hereinafter defined).

Prior to the temporary occupancy permit for the Phase 1 building, the City and Developer shall enter into a reciprocal easement and operating agreement concerning cross access easements, operating and maintenance rights, duties and obligations between the Public Deck and the Phase 1 building, in a form satisfactory to the Parties, to permit a Public Deck.

4.5 Tax Information. Developer shall use its best efforts to include in all leases for the Retail Component a provision providing that the tenants shall file with the City copies of the ST-1 monthly sales tax forms, or any appropriate successor forms, that are filed by retailers with the State of Illinois. For all leases in which the tenant is required to provide to Developer its gross income and sales tax returns with respect to the portion of the Retail Component being leased by such tenant, and/or including all original sales records as defined in any such lease, Developer shall provide the City with copies of all such documents. Developer also agrees that, with respect to all leases which do not provide for the release of such information to Developer or the City under the terms of the lease, Developer shall use its best efforts to secure from each such tenant a letter substantially in the form as shall be reasonably required by the City and the Illinois Department of Revenue in order to release such information to the City. Such information shall be used solely for the purposes of determining sales tax due to the City and shall otherwise be kept confidential, except to the extent required by applicable law.

ARTICLE V. REIMBURSEMENT OF REDEVELOPMENT PROJECT COSTS

5.1 Reimbursement of Redevelopment Project Costs Incurred by Developer. For purposes of this Agreement, "*Redevelopment Project Costs*" shall mean and include all costs defined as "redevelopment project costs" in Section 5/11-74.4-3(q) of the Act (as amended from time to time) which are eligible for reimbursement under the Act and which have been approved in the Redevelopment Plan.

5.2 Establishment of Fund; Use of Tax Increment.

- (A) In connection with its establishment and ongoing administration of the Redevelopment Project Area, the City has established a special tax allocation fund pursuant to the requirements of the Act (the "*Tax Allocation Fund*"). None of the monies contained in the Fund shall, at any time, be commingled with any other funds of the City.
- (B) It is the obligation of the City to pay or reimburse Redevelopment Project Costs, which may be satisfied by the issuance of Bonds, as hereinafter defined in Section 5.4 hereof, or from the Tax Allocation Fund. The Tax Allocation Fund shall hold that portion of the real property taxes collected with respect to taxable real property in the Redevelopment Project Area that is required to be paid to the City Treasurer for deposit to the Tax Allocation Fund pursuant to Section 11-74.4-8 of the Act, as such provision may be amended from time to time, and/or the proceeds of any other tax or other source of legally available revenue which the City designates as part of the Tax Allocation Fund, and interest or other investment income earned on monies on deposit in the Tax Allocation Fund.

- (C) For purposes of this Agreement, "*Tax Increment*" shall mean all ad valorem real property taxes, if any, arising from the levies upon the Property attributable to the then current equalized assessed valuation of the Property over and above the initial equalized assessed value of the Property, all as determined pursuant to Section 5/11-74.4-8 of the Act.
- (D) The Parties shall comply with 65 ILCS 5/11-74.4-3 (q) (7.5) of the Act.

5.3 Method of Reimbursement for Redevelopment Project Costs. Prior to, and as a precondition to any payment or reimbursement to the Developer for eligible Redevelopment Project Costs, as provided for under this Agreement, the Developer shall submit to the City a signed application for payment or reimbursement in essentially the form set forth in Exhibit H hereto (the "*Reimbursement Application*"). The City Representative shall have 21 calendar days upon receipt of a complete Reimbursement Application to approve or reasonably disapprove such Reimbursement Application. If approved, the City Representative, or his designee, shall reimburse the Developer said approved amount within 30 calendar days of receipt of the Reimbursement Application. In the event the City Representative shall reasonably disapprove any portion of a Reimbursement Application (the "*Deficiencies*"), the City Representative shall notify the Developer of the Deficiencies, if any, within 21 days of its receipt of Reimbursement Application. No reimbursement shall be made until the particular Deficiencies have been corrected by the Developer. Notwithstanding anything herein to the contrary, the Developer's reimbursement shall be limited to the sums as provided for in Section 3.2D and E above and as are provided for in Exhibits F-1 and F-2. Notwithstanding the foregoing, the City shall be obligated to pay Developer for all approved items under the Reimbursement Application and a Certificate of Substantial Completion (as hereinafter defined), if Reimbursement Application is for a completed Phase, and may withhold only allocated amounts for such Deficiencies until approved.

5.4 Substantial Completion. As used herein, the terms "*Substantial Completion*" and "*Substantially Complete*," or words of similar import, shall be deemed to mean that certain identified improvements have been completed in accordance with all Governmental Requirements. The Developer will notify the City approximately 60 days prior to the date on which Developer estimates any Phase of the Project, the City Development Public Improvements or the Developer Public Improvements will be Substantially Complete. When the Developer believes that a certain identified Phase of the Project, the City Development Public Improvements or the Developer Public Improvements are Substantially Complete, it shall tender to the City a Reimbursement Application in the form of Exhibit H attached hereto and a Certificate of Substantial Completion in the form of Exhibit I attached hereto and made a part hereof. Within 15 business days of the date on which the City receives any Reimbursement Application and Certificates of Substantial Completion, the City Administrator or designee (the "*City Representative*") shall cause the Phase of the Project, the City Development Public Improvements and/or the Developer Public Improvements identified in said Reimbursement Application and Certificate of Completion to be inspected and reviewed for the purpose of determining whether they have been completed in a manner which substantially complies with all applicable Governmental Requirements. Should the City Representative reasonably determine that the Project, City Development Public Improvements and/or Developer Public Improvements identified in the Reimbursement Application and Certificate of Substantial Completion do not substantially comply with all applicable Governmental Requirements, the City

Representative shall notify the Developer of the deficiencies in required improvements. The Developer shall correct each of the identified deficiencies in the Project, City Development Public Improvements and/or Developer Public Improvements noted by the City Representative and resubmit the Reimbursement Application and Certificate of Substantial Completion for review and approval, or reasonable disapproval in accordance with the provisions set forth in this Section 5.4. Notwithstanding the foregoing to the contrary contained herein, the City shall be obligated to pay Developer for all approved items under this Reimbursement Application and Certificates of Substantial Completion and may only withhold allocated amounts for such deficiencies until approved.

ARTICLE VI. CONVEYANCE OF PROPERTY

6.1 **Conveyance of Property.** Subject to the terms and conditions set forth herein, including but not limited to Developer's satisfaction of the provisions of Section 3.1A above and the pre-conditions in Section 3.3 above, the City represents and warrants to the Developer that the City owns, or shall own, fee simple title to the Conveyed Property or has jurisdiction over the Conveyed Property, sufficient to convey the Conveyed Property to the Developer subject only to Permitted Exceptions as hereinafter provided. The City has disclosed to, and made available for inspection by, the Developer all environmental, title documentation and other documentation and information in its possession concerning the Conveyed Property. In the event the Developer desires to enter upon the City Property to review and inspect any portion of the City Property for purposes of constructing and developing the Project, the Developer shall request permission to enter the City Property for such review. The Developer shall be accompanied by a representative of the City at all times. In the event the Developer desires to undertake any tests on the City Property, the Developer shall disclose the nature of each such test and request from the City permission to undertake such tests which permission shall not be unreasonably withheld.

6.2 **Permitted Title Exceptions.** The Conveyed Property, or any portion thereof, shall be conveyed by quit claim deed to the Developer subject to the following:

- (A) all covenants, conditions and restrictions of record, and provided they do not estop the Developer from undertaking and completing the Project;
- (B) all easements of record;
- (C) all zoning and building laws, building lines, and use and occupancy restrictions;
- (D) all drainage ditches, feeders and laterals, if any;
- (E) all such other reasonable encumbrances, provided they do not prevent the Developer from undertaking and completing the Project; and
- (F) all general real estate taxes and special assessments not yet due.

Conveyance by the City of the Conveyed Property in accordance with, and subject to, these permitted title exceptions shall be deemed by the Developer to satisfy the City's obligations with respect to the Conveyed Property.

6.3 Property Conveyance Schedule. The Conveyed Property shall be conveyed to the Developer and the Developer shall accept the Conveyed Property on or before the dates set forth in the Property Conveyance Schedule set forth in Exhibit G, attached hereto and made a part hereof, provided the Pre-Conditions to Conveyance set forth in Section 6.4 have been satisfied.

6.4 Pre-Conditions to Conveyance. The City shall not convey any of the Conveyed Property until such time as: (A) the Developer has opened a construction loan escrow for 100% of the senior construction financing reasonably necessary and sufficient to complete construction of all private improvements for the subject Phase of the Project, as evidenced by the opening of a construction loan escrow with Chicago Title and Trust Company acceptable to the City and the Developer for the subject Phase of the Project by the Default Date set forth in Exhibit G, and the Developer has provided the City with written evidence of the opening the construction escrow prior to the Default Date; (B) the Developer has provided the City with written evidence of the necessary Developer equity contribution as determined by the senior debt lender for the subject Phase of the Project; and (C) the escrowee has reviewed the documentation submitted by the Developer and verified the sufficiency of the deposits in the construction escrow to enable construction of the private improvements for the subject Phase of the Project.

In the event the Developer does not timely open a construction loan escrow for the subject Phase of the Project by the Default Date set forth in Exhibit G, the City shall have no obligation to convey that portion of the Conveyed Property necessary for the construction and development of the subject Phase of the Project or any portion of the Conveyed Property necessary for the construction and development of any subsequent Phases of the Project. The Corporate Authorities of the City may, after considering all of the factors pertaining to the Developer's failure to timely open a required construction loan escrow, terminate this Agreement.

6.5 City's Right of Reconveyance. Within one hundred twenty (120) days following the conveyance by the City of the portion of the Conveyed Property into escrow for a particular Phase, the Developer shall commence construction of the structural improvements (*i.e.* pouring of footings) for the buildings in such Phase. If the Developer fails to comply with the requirements set forth in the previous sentence on or before that date, one hundred twenty (120) days following conveyance of a particular Phase to Developer, as provided for on Exhibit G ("*Commencement of Construction Default Date*"), the City shall have the option, in addition to any and all remedies available to it under this Agreement, exercise upon written notice to the Developer, to have the Conveyed Property for such Phase, together with any improvements thereon, if any, reconveyed to the City for no consideration, free and clear of any liens and encumbrances created by the act or default of the Developer, with taxes, water, sewer and other utility charges prorated as of the date of such reconveyance, and/or terminate this Agreement.

6.6 Property Conveyed "AS IS/WHERE IS, WITH ALL FAULTS." The Conveyed Property in its entirety or any portion thereof, shall be conveyed to the Developer "AS IS/WHERE

IS, WITH ALL FAULTS," and in such condition as the same may be on the date of conveyance, without any representations or warranties by the City as to the condition of that portion of the Conveyed Property conveyed. The City does not make any guarantee, warranty or representation, express or implied, as to the quality, character or condition of the portion of the Conveyed Property. Upon conveyance, the Developer shall be solely responsible for preparing the Conveyed Property or any portion thereof conveyed, for development and construction of the Project, including but not limited to environmental remediation that is specifically cited and identified in the Huff & Huff Incorporated reports, dated January 17, 2015 which has been provided to the Developer.

6.7 Adjustments in Legal Descriptions/Plats of Subdivision. The City and Developer recognize and acknowledge that the legal description(s) of the Conveyed Property as set forth in Exhibit D may have to be minimally adjusted for purposes of the development of the Project and do hereby agree to take such actions as may be necessary to make such minor adjustments. Additionally, the City and Developer agree that the Conveyed Property shall be conveyed, at the time that Developer undertakes construction of a particular Phase, as provided for under this Agreement in accordance with Plats of Subdivision to be processed by the City as part of the approval of the Project. The City and Developer shall cooperate in the preparation, approval and recording of such Plats of Subdivision.

ARTICLE VII.

CONVEYANCE OF PROJECT, ASSIGNMENT OF RIGHTS AND INTERESTS, PROHIBITED DEVELOPER ACTIONS, AND DISCLOSURE

7.1 Conveyance of Project. The Developer may not sell, lease, transfer, assign or otherwise convey all or any portion of its interest in any Phase of the Project, or any portion thereof (including all or any portion of the beneficial interest in any land trust which holds legal title to all or a portion of the Property comprising a part of the Project) (any such sale, transfer, assignment or conveyance being herein referred to as a "*Conveyance*") until the Phase which is the subject of the Conveyance is Substantially Complete or the Corporate Authorities of the City have formally consented to the Conveyance, in which case the City Administrator shall advise the Developer of such consent.

7.2 Assignment. The Developer shall not assign its rights and interests in this Agreement without the formal written consent of the Corporate Authorities of the City, which consent shall not be unreasonably withheld, conditioned or delayed. The Developer shall be permitted to grant and convey to third parties (each a "*Mortgagee*") mortgage liens and other liens and encumbrances upon that portion of the Conveyed Property owned by the Developer as security for financing extended to the Developer from time to time in connection with the Project, or any Phase thereof (each a "*Mortgagee*"), without the prior consent of the City. The Developer shall be permitted to collaterally assign and grant a security interest in its rights and interests under this Agreement for that portion of the Conveyed Property for a particular Phase to such Mortgagee pursuant to a security agreement in a form acceptable to the City ("*Assignment*"). In the event that any Mortgagee shall succeed to the Developer's interest in any portion of the Project pursuant to the exercise of remedies under any such Mortgage or Assignment, whether by foreclosure, deed in lieu

of foreclosure and/or exercise of any rights under such documents, the City hereby agrees to attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement, so long as such party enters into an assumption agreement in a form acceptable to the City ("*Assumption Agreement*") but which shall provide, among other things, that any Mortgagee or successor shall be bound by and shall be required to perform the terms of this Agreement. Execution of the Assumption Agreement shall not relieve the Developer from liability for any default of the Developer which occurred prior to the execution of the Assumption Agreement. If such Mortgagee does not enter into an Assumption Agreement, such party shall be entitled to no rights and benefits under this Agreement, and such party shall be bound by the provisions of this Agreement, which are deemed covenants expressly running with the land and the City shall not be obligated to make any disbursement of any proceeds of any Bonds or to pay any other economic incentive set forth in this Agreement to such Mortgagee or any successor to such Mortgagee, unless agreed to by the City in writing. Notwithstanding the foregoing, under all circumstances, the Conveyed Property and every portion thereof shall only be developed in accordance with this Agreement.

Notwithstanding the foregoing, should the Developer's interest in any Phase undertaken by the Developer or any portion thereof, be conveyed to a Mortgagee or other lien holder by virtue of a foreclosure or deed in lieu of foreclosure, such occurrence shall constitute an event of default and the Developer's rights, but not its obligations and liabilities, under this Agreement shall thereafter be deemed to be null, void and of no further force and effect. Upon the institution of any legal action to enforce any right or remedy under a Mortgage or other lien recorded against any of the Property, the City shall not thereafter be required to perform any term or condition of this Agreement unless and until the Developer, any Mortgagee or successor shall cure any deficiency under, or violation of the terms of, the Mortgage or other lien which gave rise to such legal action.

7.3 Use of Plans. If Developer does not exercise or fails to commence with its development rights under this Agreement or with respect to construction of any Phase, or in the event of exercise by the City of its rights under Section 9.4 hereof, Developer shall assign to the City, or as the City shall direct, all of its right, title and interest in and to any and all development and/or construction plans, renderings, drawings and specifications developed and created for the Governmental Requirements and as may be prepared for construction of any Phase ("*Development Plans*") for the Project. At such time the City conveys a portion of the Conveyed Property for a particular Phase, the Developer shall deliver to the City letters from the architect, engineer and all other consultants that have provided development services to the Developer that prepared the Development Plans permitting the City or its assignee to use them, in accordance with this Section 7.3, without charge to complete the Project or redevelop the Property, or any Phase thereof, with any other plan or redevelopment. Developer shall be responsible to pay the architect, engineer and other consultants for any outstanding and completed work.

7.4 Prohibited Developer Actions. During the term of this Agreement, the Developer shall not, without the consent of the Corporate Authorities of the City, which consent shall not be unreasonably withheld:

(A) merge or consolidate its non-Project assets with another entity; or

- (B) subject to receipt of a Certificate of Substantial Completion for a particular Phase, to liquidate the majority of its assets unless directed to do so by Court Order; or
- (C) enter into any transaction outside the ordinary course of business that would materially or adversely affect the ability of the Developer to complete the Project; or
- (D) assume or guarantee the obligations of any other person or entity that would materially or adversely affect the ability of the Developer to complete the Project; or
- (E) except as limited by 7.4(B) above, enter into a transaction that would cause a material and detrimental change to the Developer's condition; notwithstanding anything contained herein to the contrary the Developer shall be entitled to add additional equity investors.

7.5 **Disclosure.** Developer shall disclose to the City the names and addresses of all persons or entities that comprise Developer and shall promptly inform the City of any changes. Any proposed change in the Persons that comprise any portion of Developer, or in any ownership interests, shall be reported to the City no less than thirty (30) days prior to the effective date of such change. To the extent practicable and permitted by law, the City shall give Developer at least thirty (30) days prior notice of, and permit Developer to contest, any public disclosure to be made in response to a claim that such disclosure is required by applicable law. This subsection shall survive termination of this Agreement.

ARTICLE VIII. AUTHORITY

8.1 Powers.

- (A) The City hereby represents and warrants to the Developer that the City believes it has full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and the foregoing has been, or will be, duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, and is enforceable in accordance with its respective terms and provisions and the execution of this Agreement does not require the consent of any other governmental authority.
- (B) The Developer hereby represents and warrants to the City that the Developer has full lawful right, power and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and the foregoing has been or will be duly and validly authorized and approved by all necessary Developer actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the Developer, is enforceable in accordance with its terms and provisions and does not require the consent of any other party.

8.2 **Authorized Parties.** Except in cases where the approval or authorization of the City's Corporate Authorities is required by law, whenever, under the provisions of this Agreement, or other related documents and instruments or any duly authorized supplemental agreements, any request, demand, approval, notice or consent of the City or the Developer is required, or the City or the Developer is required to agree to, or to take some action at, the request of the other, such request, demand, approval, notice or consent, or agreement shall be given for the City, unless otherwise provided herein, by the Mayor or his designee and for the Developer by any officer of the Developer so authorized (and, in any event, the officers executing this Agreement are so authorized). Any Party shall be authorized to act on any such request, demand, approval, notice or consent, or agreement or other action and neither Party hereto shall have any complaint against the other as a result of any such action taken.

ARTICLE IX. GENERAL PROVISIONS

9.1 **Time of Essence.** Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

9.2 **Force Majeure.** For the purposes of this Agreement, neither the Developer nor the City shall be considered to be in breach of any of its obligations hereunder if said Party is unable to perform as a result of any Force Majeure Delay as hereinafter defined. "Force Majeure Delay" means any delay in the construction caused by any one or combination of the following, which are beyond the reasonable control of and/or without the fault of the party relying thereon, destruction by fire or other casualty, or performance is prevented by strike or other labor troubles, other than those intentionally caused by Developer, governmental restrictions, takings, and limitations arising subsequent to the date hereof, war or other national emergency; fire, flood or other casualties, shortage of material, not attributable to any intentional action or conduct by Developer, extreme adverse weather conditions, such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures, tornadoes or cyclones, change orders requested by the City, any delay in the performance by Developer resulting from the nonperformance of the City's responsibilities, and any other extraordinary events or conditions beyond the reasonable control of the Developer or the City including but not limited to delays directly or indirectly related to environmental matters identified and cited in the Huff & Huff Incorporated reports that have been delivered to Developer or the City by Huff & Huff Incorporated, including but not by way of limitation the letter report dated January 17, 2015, which, in fact, materially interfere with the ability of the Developer or the City to discharge its respective obligations hereunder. Force Majeure Delay shall not include: (1) economic hardship or impracticability of performance (except as may be provided herein), (2) commercial or economic frustration of purpose (except as may be provided herein), or (3) a failure of performance by a contractor (except as caused by events which are Force Majeure Delay as to the contractor).

In each case where a Party hereto believes its performance of any specific obligation, duty or covenant is delayed or impaired by reason of an event of Force Majeure Delay, the Party claiming the benefit of this Section 9.2 shall notify the other Party of the nature of the event claimed to

constitute Force Majeure Delay and, specifically, the obligation, duty or covenant which it believes is delayed or impaired by reason of the designated event. Notification shall be provided in accordance with Section 9.10 hereof. Performance of the obligation, duty or covenant impaired by reason of the designated event shall be tolled for that period of time reasonably necessary to remove or otherwise cure the impediment to performance and the Party relying on the event of Force Majeure Delay shall be obligated to pursue such remedy or cure with reasonable diligence given the nature of the impairment, to the extent the same may be reasonably cured. In no case shall an event of Force Majeure Delay toll the performance of any obligation, duty or covenant not directly or indirectly implicated in the claimed event of Force Majeure Delay. Further, nothing herein shall be deemed to preclude the right of the Party entitled, by the terms of this Agreement, to receive the performance of any obligation, duty or covenant to challenge the validity of a claimed event of Force Majeure Delay.

9.3 Events of Default.

A. The following shall be Developer Events of Default with respect to this Agreement:

i. If any material representation made by the Developer in this Agreement, or in any certificate, notice, demand or request made by a Party hereto, in writing and delivered to the City pursuant to or in connection with any of said documents, shall prove to be untrue or incorrect in any material respect as of the date made provided, however, that such default shall constitute an event of default only if the Developer does not remedy the default within 30 days after written notice from the City

ii. Failure of the Developer to comply with any material covenant or obligation contained in this Agreement, or any other agreement, financing or otherwise, concerning the Project, or the existence, structure or financial condition of the Developer.

iii. The Developer: (i) is unable, or admits in writing its inability to pay, its debts as they mature; or (ii) makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its or their property; or (iii) is adjudicated a bankrupt; or (iv) files a petition in bankruptcy or to effect a plan or other arrangement with creditors; or (v) files an answer to a creditor's petition (admitting the material allegations thereof) for an adjudication of bankruptcy or to effect a plan or other arrangement with creditors; or (vi) applies to a court for the appointment of a receiver for any asset; or (vii) has a receiver or similar official appointed for any of its assets, or, if such receiver or similar official is appointed without the consent of the Developer and such appointment shall not be discharged within 60 days after his appointment or the Developer has not bonded against such receivership or appointment; or (viii) a petition described in (iv) is filed against the Developer and remains pending for a period of 60 consecutive days, unless the same has been bonded, and as a result thereof, the Developer ceases to operate; or (ix) files any lawsuit, claim and/or legal, equitable or administrative action affecting the City's ability to collect any such sales tax revenue hereunder.

iv. Failure to have funds or the ability to raise funds to meet Developer's obligations, which failure or inability materially interferes with and adversely affects

Developer's ability to meet its obligations for the Project, in the ordinary course of business.

v. The Developer abandons the Project. Abandonment shall be deemed to have occurred when work stops on a Phase of this Project for more than 45 consecutive days for any reason other than: (i) Uncontrollable Circumstances and or Force Majeure (ii) if the Developer is ahead of its planned construction schedule on the Project Schedule, or (iii) work stoppage caused by an action or inaction of the City that is not in compliance with the terms of this Agreement.

vi. The Developer materially fails to comply with applicable governmental codes and regulations in relation to the construction and maintenance of the buildings contemplated by this Agreement.

vii. Failure to timely pay when due all real estate property taxes on the Project.

B. The following shall be City Events of Default with respect to this Agreement:

i. If any material representation made by the City in this Agreement, or in any certificate, notice, demand or request made by a Party hereto, in writing and delivered to the Developer pursuant to or in connection with any of said documents, shall prove to be untrue or incorrect in any material respect as of the date made; provided, however, that such default shall constitute an event of default only if the City does not remedy the default within 60 days after written notice from the Developer.

ii. Failure of the City to comply with any of its obligations under this Agreement, including without limitation its obligations to make any payment to the Developer, as and when due, under this Agreement.

9.4 Remedies of Default. In the case of an Event of Default hereunder:

A. The defaulting party shall, upon written notice from the non-defaulting party, take immediate action to cure or remedy such event of default. If, in such case, any monetary event of default is not cured within 15 days, or if in the case of a non-monetary event of default, action is not taken or not diligently pursued, or if action is taken and diligently pursued but such event of default or breach shall not be cured or remedied within a reasonable time, but in no event more than 30 additional days after receipt of such notice, unless extended by mutual agreement, the non-defaulting party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance of the defaulting party's obligations under this Agreement.

B. In case the City shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason, then, and in every such case, the Developer and the City shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the

Developer and the City shall continue as though no such proceedings had been taken.

C. In the case of an event of default by the Developer, and its failure to cure such default after due notice and within the time frames provided for in this Agreement, in addition to any other remedies at law or in equity, the City may terminate this Agreement and upon such termination shall be relieved of its obligations under this Agreement, including but not limited to its obligations to convey any Conveyed Property to the Developer.

D. In the case of an event of default by the City and its failure to cure such default after due notice and within the time period provided for in this Agreement, in addition to any other remedies at law or in equity, the Developer may terminate this Agreement and recover from the City payment for reimbursable Redevelopment Project Costs and Parking Deck Costs as provided for in this Agreement actually incurred and any related 5% construction management fee earned by Developer.

E. In the case of an event of default by the Developer occurring prior to the commencement of construction, the City agrees that it shall have no remedy of specific performance to force the Developer to commence construction.

9.5 **Amendment.** This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the Parties evidenced by a written amendment, by the adoption of an ordinance or resolution of the City approving said written amendment, as provided by law, and by the execution of said written amendment by the Parties or their successors in interest.

9.6 **Entire Agreement.** This Agreement sets forth all agreements, understandings and covenants between and among the Parties relative to the matters herein contained. This Agreement supersedes all prior agreements, negotiations and understandings, written and oral, and shall be deemed a full integration of the entire agreement of the Parties.

9.7 **Severability.** If any provisions, covenants, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement and, to that end, all provisions, covenants, agreements or portions of this Agreement are declared to be severable.

9.8 **Consent or Approval.** Except as otherwise provided in this Agreement, whenever consent or approval written or otherwise of any Party to this Agreement is required, such consent or approval shall not be unreasonably withheld, delayed or conditioned.

9.9 **Illinois Law.** This Agreement shall be construed in accordance with the laws of the State of Illinois.

9.10 **Notice.** Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a

receipt requested therefore; or (ii) sent by telecopy facsimile or electronic mail; or (iii) sent by a recognized overnight courier service; or (iv) delivered by United States registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the Parties at their respective addresses set forth below, and the same shall be effective (a) upon receipt or refusal if delivered personally or by telecopy facsimile; (b) one (1) business day after depositing with such an overnight courier service, or (c) two (2) business days after deposit in the mail, if mailed. A Party may change its address for receipt of notices by service of a notice of such change in accordance herewith. All notices by telecopy facsimile shall be subsequently confirmed by U.S. certified or registered mail.

If to the City:

City of St. Charles
Attn: City Administrator
Two East Main Street
St. Charles, Illinois 60174
Attention: City Administrator
Fax No. (630) 377-4440
email: cao@stcharlesil.gov

with a copy to:

John M. McGuirk
Hoscheit, McGuirk, McCracken & Cuscaden P.C.
1001 East Main Street
Suite G
St. Charles, Illinois 60174
Fax No. (630) 513-8799
email: jmc@hmcpc.com

with a copy to:

Nicholas S. Peppers
Storino Ramello & Durkin
9501 West Devon Avenue
8th Floor
Rosemont, Illinois 60018
Fax No. (847) 318-9509
email: npeppers@srd-law.com

If to the Developer:

First Street Development II, LLC
Attention: Bob Rasmussen
P.O. Box 3970
409 East Illinois Street
St. Charles, Illinois 60174
email: bob@midwestcustomhomes.com

with a copy to:

William F. Bochte
Bochte & Kuzniar, P.C.
2580 Foxfield Road, Suite 200
St. Charles, Illinois 60174
Fax No. (630) 377-3479
email: wbochte@bknlaw.com

9.11 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

9.12 **Term of Agreement; Extension of Term of TIF.** The term ("*Term*") of this Agreement shall commence on the date first above written and continue until the earlier of issuance of the Phase 3 Certificate of Completion and December 31, 2037 **[NEED TO CONFIRM]** the date which 23 years after the establishment of the Redevelopment Project Area. In the event the City pursues and receives an extension of the term of the Redevelopment Project Area and associated tax increment allocation financing, the Developer shall have no additional rights under the terms and provisions of this Agreement and this Agreement shall terminate on December 31, 2037. **[NEED TO CONFIRM]**

9.13 **Nature of Developer Public Improvements and City Public Improvements.** The City and the Developer hereby expressly covenant, warrant and agree that no special legal entitlements to the Developer Public Improvements or any portion of the Developer Public Improvements or the City Public Improvements or any portion of the City Public Improvements shall at any time inure to the Developer, any successor to or assignee of the Developer or any other nongovernmental person, it being the express intent of the parties hereto that the Developer Public Improvements and the City Public Improvements (together, the "*Public Improvements*") are and shall at all times be publicly owned, operated and maintained as part of the public capital infrastructure systems of the City. The City and the Developer hereby expressly acknowledge that Bond Counsel may rely upon this Section 9.13 in rendering its approving legal opinion on any Bonds, in the event any Bonds are issued bearing interest which is excludable from the gross income of the owners thereof for purposes of federal income taxation.

9.14 **Taxes of General Applicability.** The parties agree that security for the Bonds and payments of debt service on the Bonds may include special service area taxes, which are other than taxes of general applicability. Each of the Developer and the City accordingly hereby expressly agrees and recognizes that use, directly or indirectly, in any trade or business carried on by a person other than a governmental unit of any portion of the Public Improvements to be financed with Bond proceeds may cause the Bonds to be classified as private activity bonds under the Internal Revenue Code and promulgated regulations. Accordingly, each of the Developer and the City covenants not to enter into or enforce any agreements with any party, including the Developer or the City, that would permit any use, directly or indirectly, in any trade or business carried on by a person other than a governmental unit of any portion of the Public Improvements financed with any Bond proceeds without an opinion of Bond Counsel that such agreement will not adversely affect the tax exempt status of interest on any Bonds issued on a tax-exempt basis for federal income tax purposes.

No provision of this Agreement will be enforced for the benefit of any nongovernmental user (other than a member of the general public) of any portion of the Public Improvements financed by any Bond proceeds.

9.15 **Good Faith and Fair Dealing.** City and Developer acknowledge their duty to exercise their rights and remedies hereunder and to perform their covenants, agreements and obligations hereunder, reasonably and in good faith.

9.16 **Drafting.** Each Party and its counsel have participated in the drafting of this Agreement therefore none of the language contained in this Agreement shall be presumptively construed in favor of or against either Party.

9.17 **Recording.** The Parties agree to record this Agreement with the Kane County Recorder of Deeds.

9.18 **Covenants Run with the Land.** It is intended that the covenants, conditions, agreements, promises, obligations and duties of each Party as set forth in this Agreement shall be construed as covenants and that, to the fullest extent legally possible, all such covenants shall run with and be enforceable against both the covenantor and the Project. Such covenants shall terminate upon termination or expiration of this Agreement.

9.19 **Right to Enjoin.** In the event of any violation or threatened violation of any of the provisions of this Agreement by a Party or Occupant, any other Party shall have the right to apply to a court of competent jurisdiction for an injunction against such violation or threatened violation, and/or for a decree of specific performance.

9.20 **Partial Funding.** Except as otherwise set for in this Agreement, the Developer acknowledges and agrees that the economic assistance to be received by the Developer as set forth in this Agreement is intended to be and shall be a source of partial funding for the Project and agrees that any additional funding above and beyond said economic assistance shall be solely the responsibility of the Developer. The Developer acknowledges and agrees that the amount of economic assistance set forth in this Agreement represents the maximum amount of economic assistance to be received by the Developer, provided the Developer complies with the terms and provisions set forth in this Agreement. The Developer further acknowledges and agrees that the City is not a joint developer or joint venturer with the Developer, and the City is in no way responsible for completion of any portion of the Project except for the City Public Improvements.

9.21 **Attorney Fees.** Should it become necessary to bring legal action or proceedings to enforce this Agreement, or any portion thereof, or to declare the effect of the provisions of this Agreement, the prevailing party shall be entitled to recover or offset against sums due, its costs, including reasonable attorney's fees, in addition to whatever other relief the prevailing party may be entitled.

9.22 Cancellation. In the event the Developer or the City shall be prohibited, in any material respect, from performing covenants and agreements or enjoying the rights and privileges herein contained, or contained in the Redevelopment Project Area, including the Developer's duty to build the Project, by the order of any court of competent jurisdiction, or in the event that all or any part of the Act or any ordinance adopted by the City in connection with the Project, shall be declared invalid or unconstitutional, in whole or in part, by a final decision of a court of competent jurisdiction (collectively the "Involuntary Termination Events"), and such declaration shall materially affect the Redevelopment Project Area or the covenants and Agreements or rights and privileges of the Developer or the City to such extent that the Project cannot be completed in substantial conformance with this Agreement, then and only in any such event, the Party so materially affected may, at its election, terminate this Agreement in whole (or in part with respect to that portion of the Project so materially affected) by giving written notice thereof to the other within 60 days after such final decision or amendment. If the City terminates this Agreement pursuant to this Section 9.22, the City, at its option, may also terminate its duties, obligation and liability under all or any related documents and agreements the execution of which is not possible because of an Involuntary Termination Event. Further, the termination of this Agreement shall have no effect on the authorizations granted to the Developer for buildings permitted and under construction to the extent permitted by any Involuntary Termination Event; and termination of this Agreement shall have no effect on perpetual easements contained in any recorded, properly executed document. If the City terminates this Agreement or any related documents and agreements pursuant to this Section 9.22, it shall pay Developer for reimbursable Redevelopment Project Costs and Parking Deck Costs as provided for in this Agreement actually incurred and any related 5% construction management fee earned by Developer, prior to the Involuntary Termination Event.

9.23 No Joint Venture, Agency or Partnership Created. Nothing in this Agreement, or any actions of the Parties to this Agreement, shall be construed by the Parties or any person to create the relationship of a partnership, agency or joint venture between or among such Parties.

9.24 No Personal Liability of Officials of the City or the Developer. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of the corporate authorities, any elected official, officer, partner, member, director, agent, employee or attorney of the City or the Developer, in his or her individual capacity, and no elected official, officer, partner, member, director, agent, employee or attorney of the City or the Developer shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Agreement, or any failure in that connection.

[SIGNATURE PAGE FOLLOWS IMMEDIATELY]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

CITY OF ST. CHARLES,
an Illinois Municipal Corporation

By: _____
Mayor

ATTEST:

City Clerk

FIRST STREET DEVELOPMENT II, LLC

By: _____
Its Managing Member

ATTEST:

Its: _____

EXHIBITS

- A. REDEVELOPMENT PROJECT AREA
 - A-1. MAP OF REDEVELOPMENT PROJECT AREA
- B. LEGAL DESCRIPTION - CITY PROPERTY
 - B-1. MAP OF CITY PROPERTY
- C. LEGAL DESCRIPTION – CONVEYED PROPERTY
 - C-1. MAP OF CONVEYED PROPERTY
- D. SITE PLAN
 - D-1. SITE PLAN
 - D-2. SCOPE OF PROJECT
 - D-3. GOVERNMENTAL REQUIREMENTS
- E. CONSTRUCTION PHASING SCHEDULE
 - F-1. DEVELOPER PUBLIC IMPROVEMENTS
 - F-2. CITY DEVELOPMENT PUBLIC IMPROVEMENTS
 - F-3. CITY PUBLIC IMPROVEMENTS
- G. PROPERTY CONVEYANCE SCHEDULE
- H. REIMBURSEMENT APPLICATION
- I. CERTIFICATE OF SUBSTANTIAL COMPLETION

EXHIBIT A

REDEVELOPMENT PROJECT AREA

CENTRAL DOWNTOWN

REDEVELOPMENT PROJECT AREA

That part of the South Half of Section 27 and the North Half of Section 34 in Township 40 North, Range 8 East of the Third Principal Meridian in the City of St. Charles, Kane County, Illinois, described as follows:

Beginning at the southwesterly corner of Block 22 in the Original Town of St. Charles, recorded May 8, 1837, in Book 19, page 2; thence southeasterly, 340 feet along the easterly line of 3rd Avenue to the northwest corner of Block 6 of said subdivision; thence southwesterly, 260 feet along the southerly line of Main Street to the northwest corner of Block 4 of said subdivision; thence southeasterly, 608.3 feet along the easterly line of Second Avenue to a line parallel with and 111.7 feet northerly of (as measured along the easterly line thereof) the southerly line of Block 15 in said subdivision; thence westerly, along said parallel line to the westerly line of said Block 15; thence southeasterly, along said westerly line and the southeasterly extension thereof to the easterly extension of the northerly line of Brownstone, recorded January 2, 2001, as Document No. 2001K000149; thence southwesterly, along said extension and said northerly line, to the northwest corner of said Brownstone; thence southeasterly, along the westerly line of said Brownstone to the easterly extension of the southerly line of Lot 7 in Phase I of First Street Redevelopment Subdivision, recorded March 29, 2007, as Document No. 2007K035551; thence South 78 degrees 42 minutes 53 seconds West along said extension and the southerly line of said Lot 7 to the southwest corner thereof; thence North 11 degrees 17 minutes 02 seconds West, 231.95 feet along the west line of Lots 7 and 14 in said subdivision to the northwest corner of said Lot 14; thence North 78 degrees 35 minutes 36 seconds East, 66.48 feet along the north line of said Lot 14 to the northeast corner thereof; thence North 11 degrees 30 minutes 41 seconds West, 25.00 feet along an east line of Lot 5 in said subdivision to the southeast corner of Lot 6 in said subdivision; thence South 78 degrees 35 minutes 36 seconds West, 84.96 feet along the south line of said Lot 6 to the southwest corner thereof; thence North 11 degrees 39 minutes 20 seconds West, 197.00 feet along a westerly line of said Lot 6 to a jog in said westerly line; thence South 78 degrees 20 minutes 40 seconds West, 41.90 feet along said jog to the westerly line of said Lot 6; thence North 11 degrees 13 minutes 55 seconds West along said westerly line and the northerly extension thereof to the southerly line of Lot 3 in the Amended Phase II First Street Redevelopment Subdivision, recorded July 8, 2008, as Document No. 2008K056095; thence North 78 degrees 37 minutes 37 seconds East along the southerly line of said Lot 3 to a curve in said southerly line; thence northeasterly, 44.24 feet along said curve, having a radius 28.00 feet, the chord of said curve bears North 33 degrees 21 minutes 37 seconds East, 39.78 feet to the easterly line of said Lot 3; thence North 11 degrees 54 minutes 23 seconds West, 441.52 feet along the easterly line of Lots 3 and 13 in said subdivision to the northeast corner of said Lot 13; thence North 78 degrees 29 minutes 30 seconds East, 12.31 feet along the easterly extension of the north line of said Lot 13 to the westerly line of 1st Street, according to the plat recorded January 25, 1844, in Book 4, page 342; thence northwesterly, 37.52 feet along said right-of-way to an angle point in said line; thence northwesterly,

59.15 feet along said right-of-way to the northerly line of Block 39 in said Original Town of St. Charles; thence northeasterly along said northerly line to the northeast corner thereof; thence northerly to the southeast corner of the Hotel Baker Subdivision, recorded December 2, 1982, as Document No. 1623173; thence northeasterly along the northerly line of Illinois Route 64 (Main Street) to the southwest corner of Lot 5 in Block 2 of County Clerk's 1899 Assessment Division East of the Fox River; thence continuing northeasterly along the southerly line of said Block 2 to the northwesterly right-of-way line of Illinois Route 64 (Main Street) and 1st Avenue per Document Number 96K045968; thence northeasterly 21.22 feet along said line to the easterly line of said Block 2; thence northwesterly along the westerly line of 1st Avenue to the southeast corner of Block 3 in said County Clerk's 1899 Assessment Division; thence northeasterly, 580 feet along the north line of Cedar Avenue to the Point of Beginning.

The Redevelopment Project Area is generally bounded by 1st Street on the west, 3rd Avenue on the east, Indiana Street on the south and Main Street (west of Fox River) and Cedar Avenue (east of Fox River) on the north.

EXHIBIT A-1

MAP OF REDEVELOPMENT PROJECT AREA

Central Downtown TIF RPA Development Map



City of St. Charles
Central Downtown TIF RPA

Mixed Use
Commercial
Office
Residential
Public/Parks/Openspace

Central Downtown TIF Boundary

** All other properties shall retain the land use designation shown on the Central Downtown Existing Land Use Map

512021.2

34

EXHIBIT B

LEGAL DESCRIPTION

CITY PROPERTY

Lots 3, 4, 5 11 and 12 in the Phase III First Street Redevelopment Subdivision, according to the plat thereof recorded as Document No. 2008K089916, in the City of St. Charles, Kane County, Illinois.

EXHIBIT B-1

MAP OF CITY PROPERTY

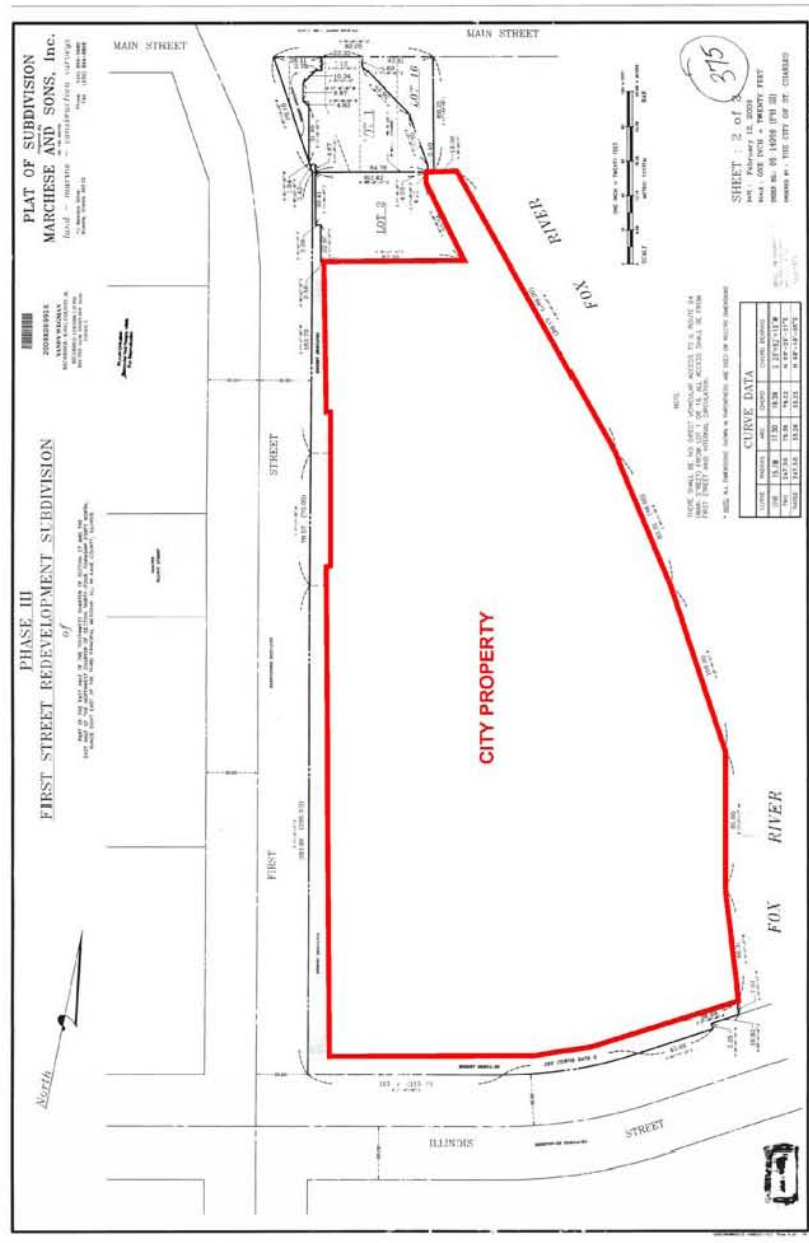


EXHIBIT C
LEGAL DESCRIPTION
CONVEYED PROPERTY

[NEED LEGALS]

Phase 1

Phase 2

Phase 3

EXHIBIT C-1

PHASE BY PHASE MAPS OF CONVEYED PROPERTY

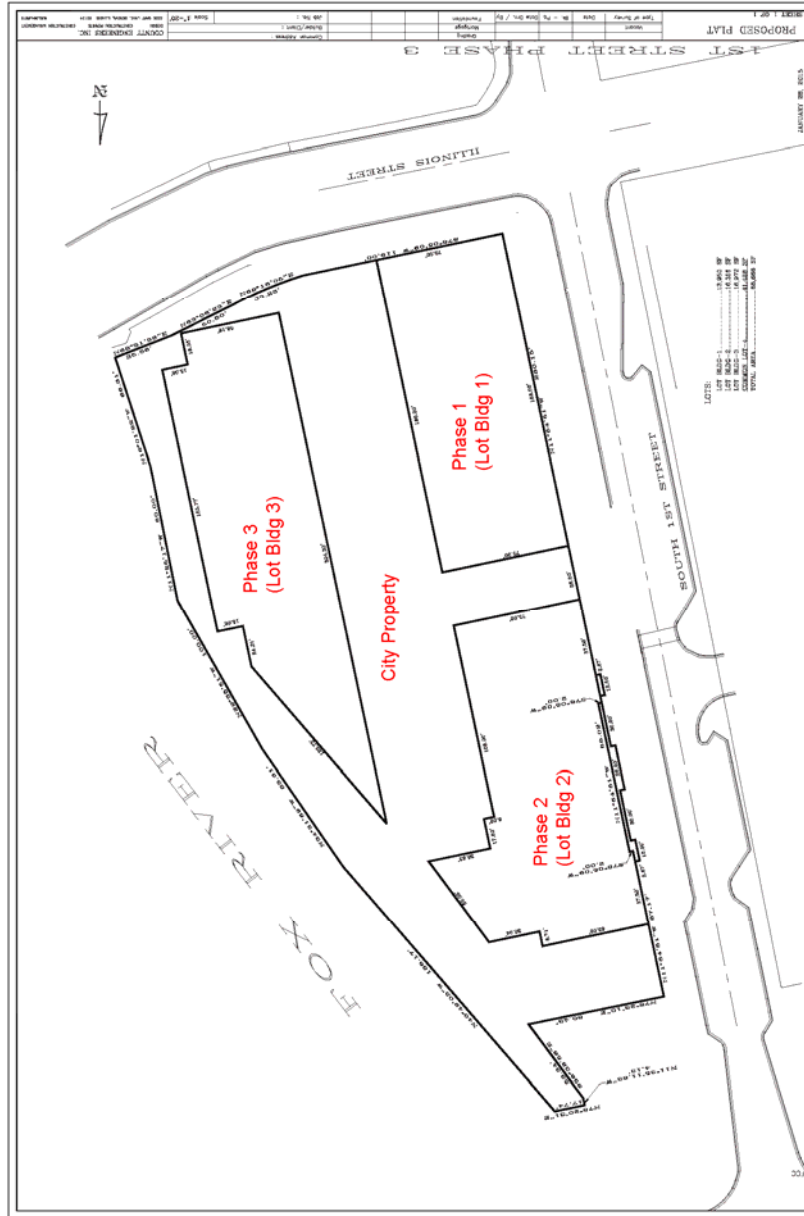
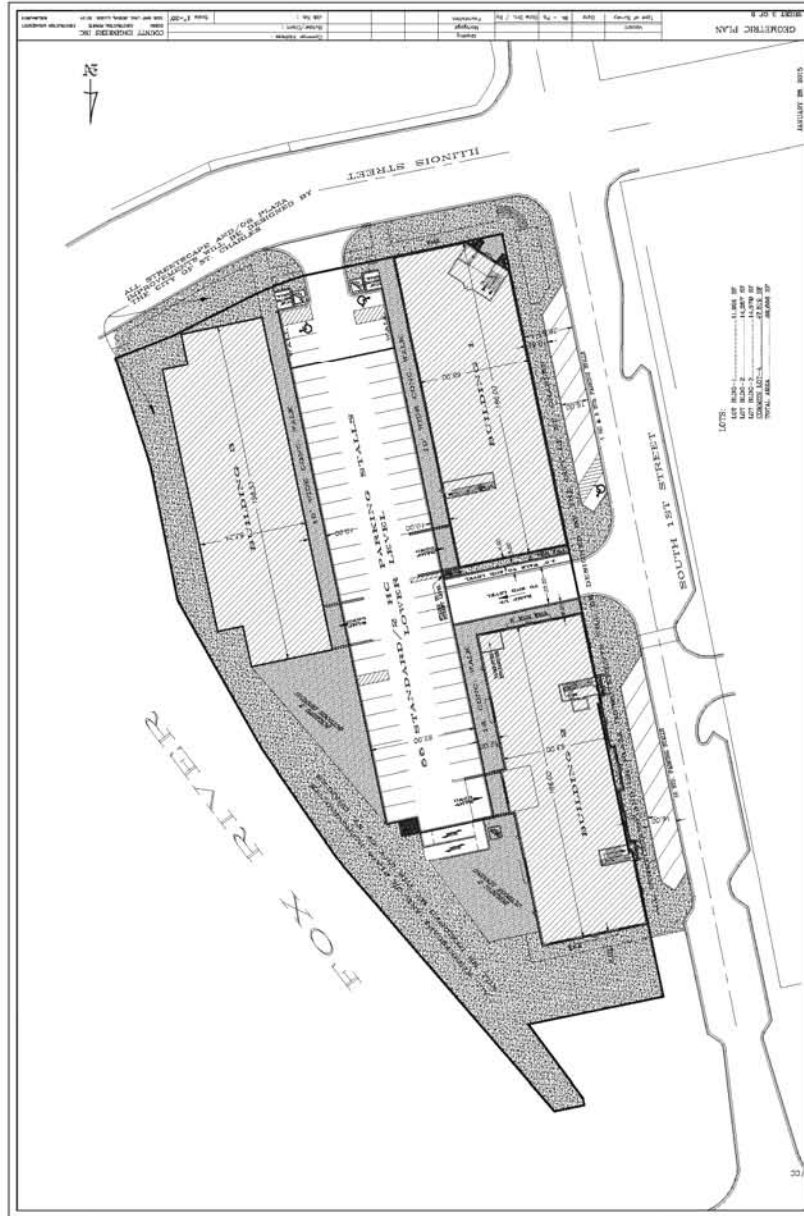


EXHIBIT D-1

SITE PLAN



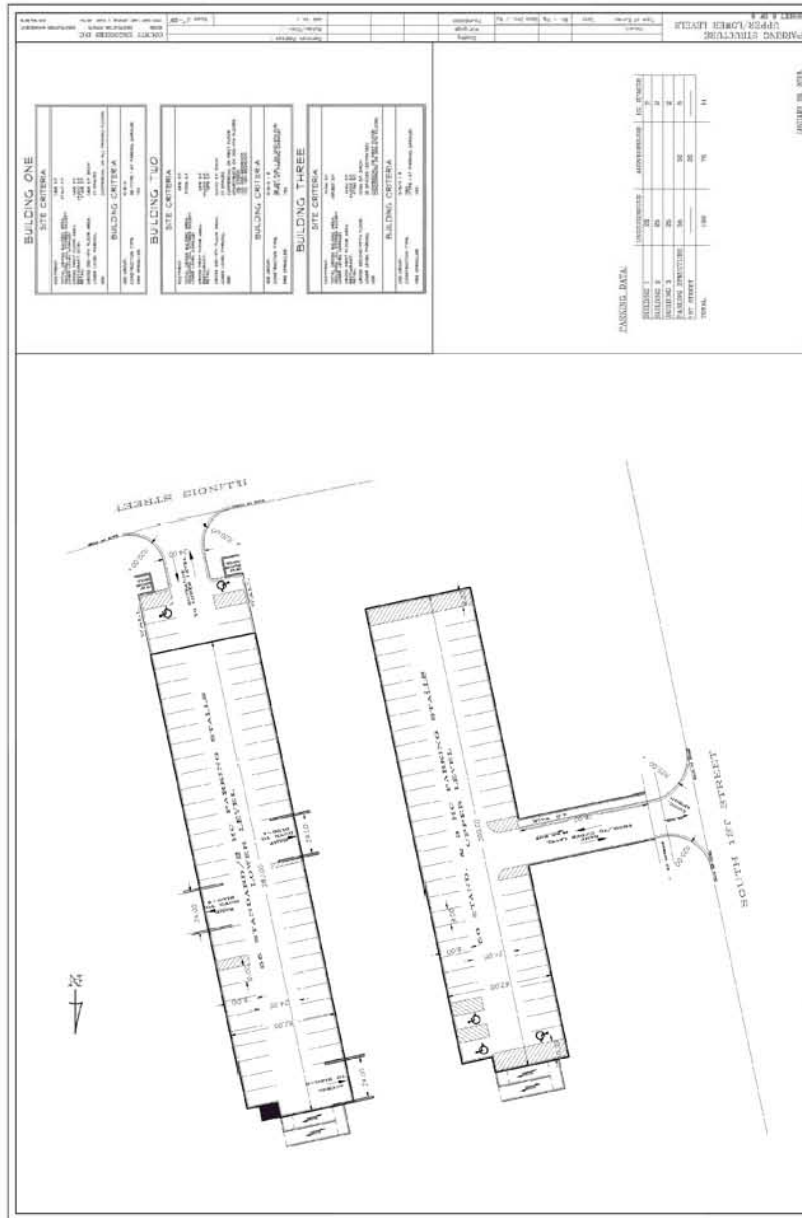


EXHIBIT D-2

SCOPE OF PROJECT

Private Development Program				
Phase	Timing	Buildings	Development Program Summary	
<u>1</u>	<u>Construction</u> 7/1/15-12/31/16	Retail/Office	Retail/Commercial	11,865 SF
			Office	35,595 SF
			Underground Private Parking	27 Spaces
			City-Owned Public Parking Deck Public Parking Spaces	110 Spaces
<u>2</u>	<u>Construction</u> 4/1/16-10/1/17	Retail/Apartment	Retail/Commercial	11,898 SF
			Residential Apartment	36,000 SF
				36 Units
			Underground Private Parking Spaces	27 Total Spaces
<u>3</u>	<u>Construction</u> 4/1/17-10/1/18	Retail/Condominium	Retail/Commercial	11,966 SF
			For-Sale Residential	47,864 SF
				32 Units
			Underground Private Parking Spaces	25 Total Spaces

EXHIBIT D-3

GOVERNMENTAL REQUIREMENTS

City of St. Charles, Illinois
Ordinance No. 2015-Z-____

**An Ordinance Granting Approval of a PUD Preliminary Plan for a portion of Phase 3 of
the First Street Redevelopment PUD
(Buildings 1, 2, 3 and Parking Deck)**

WHEREAS, an application has been filed for PUD Preliminary Plan for a portion of Phase 3 of the First Street Redevelopment PUD, said realty being legally described on Exhibit "A" attached hereto and incorporated herein (the "Subject Realty"); and,

WHEREAS, said application was filed with the City on or about November 3, 2014, by First Street Development II, L.L.C. ("Applicant") and authorized by the record owner of the Subject Realty, the City of St. Charles ("Record Owner"); and,

WHEREAS, the Historic Preservation Commission recommended approval of the PUD Preliminary Plan on or about November 19, 2014; and,

WHEREAS, the Plan Commission recommended approval of the PUD Preliminary Plan on or about December 16, 2014; and,

WHEREAS, the Planning & Development Committee of the City Council recommended approval of the PUD Preliminary Plan on or about _____ 2015; and,

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

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

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

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

- Development Data, dated _____
- Preliminary Engineering Plans titled "1st Street Phase 3", prepared by County

Engineers, Inc., dated _____

- Building Architectural Elevations for Building 1, Building 2, and the Parking Deck prepared by Marshall Architects, dated _____.

3. Preliminary Plans shall be submitted for review by the Historic Preservation Commission and Plan Commission and approval by the City Council for the following:

- Streetscape Improvements for First and Illinois Streets. Streetscape improvements adjacent to each building shall be installed concurrently with the construction of each building.
- Building Architectural Elevations for Building #3.
- Riverwalk Improvements along the Fox River frontage. The portion of Riverwalk improvements located directly east of Buildings 2, 3 and the Parking Deck shall be installed concurrently with the construction of Building #3.
- Plaza area north of Building #2

4. That the subject property may be developed and used only in accordance with all ordinances of the City now in effect or hereafter amended or enacted.

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

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this ____ day of _____, 2015.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this ____ day of _____, 2015.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois this ____ day of _____, 2015.

Raymond P. Rogina, Mayor

Attest:

Nancy Garrison, City Clerk

Vote:

Ayes:

Nays:

Absent:

Abstain:

Date: _____

APPROVED AS TO FORM:

City Attorney

DATE: _____

EXHIBIT "A"

LEGAL DESCRIPTION

Lots 3, 4, 5 11 and 12 in the Phase III First Street Redevelopment Subdivision, according to the plat thereof recorded as Document No. 2008K089916, in the City of St. Charles, Kane County, Illinois.

EXHIBIT “B”

PUD PRELIMINARY PLAN

- Development Data
- Preliminary Engineering Plans
- Building Architectural Elevations

EXHIBIT E

CONSTRUCTION PHASING SCHEDULE

<u>Phase</u>	<u>Building/Improvement to be Constructed</u>	<u>Target Start Date</u>	<u>Completion Date</u>
1	Retail/Office and City-Owned Public Parking Deck	7/1/15	12/31/16
2	Retail/Apartment	4/1/16	10/1/17
3	Retail/Condominium	4/1/17	10/1/18

EXHIBIT F-1

**DEVELOPER PUBLIC IMPROVEMENTS
Developer's Responsibility to Construct
City to Reimburse**

	<u>Costs</u>	<u>Construction Dates</u>
Phase 1 (Two (2) Structured Parking Deck with a minimum of not less than 110 spaces Parking Deck by Developer	\$1,809,500.00	7/1/15-12/31/16
Developer Management Fee 5%	\$91,500.00	
Public Improvements - Developer		\$1,900,000.00

EXHIBIT F-2

CITY DEVELOPMENT PUBLIC IMPROVEMENTS Developer Optional to Construct City to Reimburse

Phase 1 (Retail/Office Building)

7/1/15-12/31/16

Streetscaping

(Includes street lighting, irrigation, furniture, plantings, other improvements similar in design and concept to match streetscaping improvements located on the west side of First Street)

adjacent to Phase 1, along part of Illinois
\$360,000 and First Street

Construction Management Fee 5%

\$18,000

Public Improvements -Developer

\$378,000

Phase 2 (Retail/Apartment Building)

4/1/16-10/1/17

Streetscaping

(Includes street lighting, irrigation, furniture, plantings, other improvements similar in design and concept to match streetscaping improvements located on the west side of First Street)

\$150,000 adjacent to Phase 2, along First Street

Construction Management Fee 5%

\$7,500

Public Improvements -Construction

\$157,500

Phase 3 (Riverfront Retail/Residential)

4/1/17-10/1/18

Streetscaping

(Includes street lighting, irrigation, furniture, plantings, other improvements similar in design and concept to match streetscaping improvements located on the west side of First Street)

Adjacent to Phase 3,
\$95,000 along Illinois St

Construction Management Fee 5%

\$4,750

Public Improvements -Construction

\$99,750

EXHIBIT F-3

**CITY PUBLIC IMPROVEMENTS
City Responsibility**

The City shall, upon substantial completion by Developer of Phase 3, commence and diligently complete construction of the River Walk Improvements and Civic Plaza Areas immediately adjoining Phases 1 and 2, materially consistent and substantially conforming with the scope of the City's construction of existing Plaza, Streetscape and River Walk Improvements in the immediate vicinity.

EXHIBIT G

PROPERTY CONVEYANCE SCHEDULE

	Failure to Open Construction Escrow <u>Default Date</u>	Failure to Commence Construction <u>Default Date</u>
Phase 1 Property	11/1/15	12/1/15
Phase 2 Property	7/1/16	8/1/16
Phase 3 Property	7/1/17	8/1/17

EXHIBIT H
REIMBURSEMENT APPLICATION

Application No. _____

Date: _____

Pursuant to the Redevelopment Agreement ("Agreement") between the City of St. Charles, Kane and DuPage Counties, Illinois, and First Street Development II, LLC ("Developer"), the undersigned hereby requests reimbursement in the amount of _____ Dollars (\$ _____) for Eligible Project Costs incurred as follows:

Total reimbursement requested (including Developer Management Fees) to date:	\$ _____
Total reimbursement received to date:	\$ _____
This request:	\$ _____

Developer hereby certifies to the City that as of this date it has submitted to the City:

If the reimbursement requested is for real property, a copy of the ALTA Owner's Policy of Title Insurance showing that record fee simple title to all of the real property is vested in the Developer except for public rights of way therein, together with satisfactory evidence of the acquisition price of said real property.

If the reimbursement requested is not for real property, copies of all bills, invoices and other reasonable information requested by the City to evidence the Developer's costs and expenses for the amount of reimbursement requested.

If the reimbursement application is for progress payments including but not limited to payments for Developer Public Improvements, Parking Deck Costs and Developer Management fees, copies of all contractors sworn statements and trailing partial or final waivers and other reasonable information requested by the City to evidence the Developer's costs and expenses for the amount of reimbursement requested.

Undersigned hereby certifies that the amount requested herein is for Redevelopment Project Costs incurred by the Developer and not previously reimbursed by the City.

FIRST STREET DEVELOPMENT II, LLC

By: _____

Date: _____

The City authorizes the disbursement of funds to _____ in the amount of \$ _____ in accordance with the Agreement.

CITY OF ST. CHARLES, ILLINOIS

By: _____

EXHIBIT I

CERTIFICATE OF SUBSTANTIAL COMPLETION

THIS CERTIFICATE OF SUBSTANTIAL COMPLETION (this "Certificate") is made as of _____, 20__, by First Street Development II, LLC, an Illinois limited liability company ("Developer"), and _____, an Illinois corporation ("Architect").

R E C I T A L S:

A. By that certain Central Downtown Tax Increment Financing Redevelopment Agreement (First Street) (the "Agreement") dated the ____ day of _____ 20__, the parties have agreed to implement a Tax Increment Redevelopment Plan and Redevelopment Project for the First Street Redevelopment Project Area (the "Redevelopment Plan") pursuant to the Agreement and the Redevelopment Plan all as more particularly described in the Agreement.

B. In accordance with the definition of "Substantial Completion" set forth in the Agreement on or promptly after the date on which Developer and Architect determine that substantial completion as defined in the Agreement has been achieved, Developer and Architect shall issue this Certificate to the City.

C. Developer and the architect have determined that substantial completion of Phase ____ has been achieved, and, therefore, Developer and Architect are issuing this Certificate to the City in accordance with the Agreement.

D. Unless otherwise provided herein, all capitalized words and terms in this Certificate shall have the same meanings ascribed to such words and terms as in the Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and Architect hereby certifies to the best of its knowledge and professional opinions, as follows:

1. Phase ____ has been constructed and completed in a good, workmanlike, and substantial manner, in conformity with good construction and architectural practices, and in accordance with the plans and specifications.

2. Phase ____ is free from damage and structural defects including damage caused by fire, flood, earthquake, other casualty or improper deferred maintenance.

3. Phase ____ fully complies with all applicable laws, rules, regulations, ordinances, resolutions and permits of every nature and description, including zoning, building and fire codes and ordinances and subdivision control and environmental laws, rules and regulations, as reviewed

and approved by the City of St. Charles, Illinois, or Kane, County, Illinois, and comply with all other applicable covenants, conditions and restrictions applicable to, or affecting, the Phase _____. Phase _____ has been inspected and accepted by the City of St. Charles, Illinois.

4. All permits, licenses and approvals required for the commencement of Phase _____ including, but not limited to, building permits, have been issued and are in full force and effect, and no other permits, licenses or approvals of any governmental authority are required for the construction or use of Phase _____, except for a Certificate of Occupancy, which Developer have no reason to believe will not be issued upon completion of minor punch list items.

5. Satisfactory means of access to and from Phase _____ to adjoining public ways are available, sufficient to meet the needs of Phase _____ and all applicable requirements of public and private authorities. Sanitary water supply, storm sewer, sanitary sewer facilities and all other utilities are sufficient to satisfy the requirements of public and private authorities and Phase _____. All approvals, licenses, permits and the like necessary for such access and utilities have been obtained and are in full force and effect and are in accordance with all applicable laws and regulations.

6. This Certificate shall be binding upon Developer and Architect and their respective successors and assigns, and shall inure to the benefit of The City of St. Charles and its successors and assigns

IN WITNESS WHEREOF, Developer and Architect Have executed this Certificate as of the date and year first above written.

ARCHITECT:

By: _____

DEVELOPER:

First Street Development II, LLC

By: _____