

ORDINANCE NO. 96-30

**AN ORDINANCE ADOPTING LAND MANAGEMENT STANDARDS
AND APPROVING PRELIMINARY PLAN OF DEVELOPMENT
FOR THE GREGG'S LANDING REGIONAL
PLANNED UNIT DEVELOPMENT ON THE CUNEO PROPERTY**

WHEREAS, on November 15, 1988, the Village entered into an annexation agreement with a number of individuals and entities (the "Cuneo Owners") to annex and zone an approximately 1174 acre tract of undeveloped land generally located in the northeast portion of the Village and legally described in Exhibit A attached hereto (the "Cuneo Property")(the aforesaid annexation agreement is referred to as the "Original Annexation Agreement," and the Original Annexation Agreement together with any and all subsequent amendments thereto, other than the "First Amendment" as hereinafter defined, are hereinafter collectively referred to as the "Annexation Agreement"); and

WHEREAS, the Original Annexation Agreement was recorded in the Office of the Lake County Recorder of Deeds on November 16, 1988, as document number 2741018; and

WHEREAS, under the Original Annexation Agreement, the Village agreed to annex the Cuneo Property and to use its best efforts to obtain sewer and water service for portions of the Cuneo Property from the County of Lake, Illinois (the "County"), and the Cuneo Owners, on behalf of themselves and their successors and assigns and all future owners of any portion of the Cuneo Property, agreed to abide by certain restrictions on development of the Cuneo Property; and

WHEREAS, G.A.Z., Inc. ("Zale") has entered into a valid and enforceable contract pursuant to which Zale, as of the effective date of this Ordinance, shall have purchased, as a successor to the Cuneo Owners, that portion of the Cuneo Property legally described in Exhibit B attached hereto (the "Zale Property"); and

WHEREAS, Zale has petitioned the Village for a special permit for a Regional Planned Unit Development for a residential and golf course development on the Zale Property pursuant to the procedures contained in the Vernon Hills Zoning Ordinance and the understandings contained in the Original Annexation Agreement (the "Zale Development"); and

WHEREAS, the Zale Development is to be devoted in part to residential development of no more than 2,100 dwelling units to be located on that portion of the Zale Property legally described in Exhibit C attached hereto (the "Zale Residential Property"); and

WHEREAS, the remainder of the Zale Development, located on that portion of the Zale Property legally described in Exhibit D attached hereto (the "Village Golf Course Property"),

is to be devoted to an (i) eighteen hole golf course together with associated facilities to be owned and operated by or on behalf of the Village, or (ii) public open space free from the construction of Buildings, Structures, roads, or any and all other improvements not directly related to the use of the Village Golf Course Property for public open space purposes; or both; and

WHEREAS, the Cuneo "Trust" (as defined in the Original Annexation Agreement)(the "Cuneo Trust") intends that portions of the remainder of the Cuneo Property, all of which portions are owned entirely by the Cuneo Trust or by parties subject to the legal control and direction of the Cuneo Trust and are legally described in Exhibit E attached hereto, shall be devoted exclusively to retail commercial, office, and hotel uses (the "Cuneo Intersection Commercial Property," the "Cuneo South Commercial Property," the "Cuneo North Commercial Property," and, collectively, the "Cuneo Commercial Properties"); and

WHEREAS, in connection with the approval and execution of the Annexation Agreement, the Village's Board of Trustees granted Conceptual Plan approval for the development of the Cuneo Property pursuant to Article 20A of the Village Zoning Ordinance and applicable provisions of the Original Annexation Agreement (the "Conceptual Plan"); and

WHEREAS, Zale has petitioned the Village for Preliminary Plan approval for the Zale Development; and

WHEREAS, final approval of the Preliminary Plan for the Zale Development pursuant to this Ordinance will result in modifications to the Conceptual Plan, which modifications will affect not only the Zale Property but also the Cuneo Commercial Properties; and

WHEREAS, the Cuneo Trust is supporting Zale's application for Preliminary Plan approval and desires to consent to the changes in the Conceptual Plan that will affect the Cuneo Commercial Properties and to bind itself to comply with various conditions related to the approval of Zale's Preliminary Plan that will or may affect the Cuneo Commercial Properties; and

WHEREAS, the Village, Zale, the County, and the Cuneo Trust have reviewed, considered, agreed and entered into that certain "Joint Local Land Resource Management Plan and Agreement" dated as of June 13, 1995, recorded in the Office of the Lake County Recorder of Deeds on _____, 199_, as document number _____ (said Agreement together with any and all ordinances adopted, and covenants and agreements executed, pursuant to said Agreement are hereinafter referred to, collectively, as the "Land Management Agreement"); and

WHEREAS, as required pursuant to Subsection 2.E of the Land Management Agreement, the Village, Zale, the County, and the Cuneo Trust, as of the effective date of this

Ordinance, shall have reviewed, considered, agreed and entered into that certain "Agreement Relating to the Development and Regulation of Roads and Related Facilities to Serve the Cuneo Property," (said Agreement together with any and all ordinances adopted, and covenants and agreements executed, pursuant to said Agreement are hereinafter referred to, collectively, as the "Road Agreement"); and

WHEREAS, as required pursuant to Subsection 2.F of the Land Management Agreement, the Village and the County, as of the effective date of this Ordinance, shall have reviewed, considered, agreed, and entered into that certain "Agreement for Sanitary Sewer and Water Supply Services to the Cuneo Service Area of the Village of Vernon Hills," (said Agreement together with any and all ordinances adopted, and covenants and agreements executed, pursuant to said Agreement are hereinafter referred collectively, as the "Sewer and Water Agreement"); and

WHEREAS, as required pursuant to Subsection 2.D of the Land Management Agreement, the Village, Zale, and the Cuneo Trust, as of the effective date of this Ordinance, shall have, pursuant to all required procedures and following all required hearings, reviewed, considered, agreed and entered into that certain "First Amendment to Annexation Agreement," (said Amendment together with any and all ordinances adopted, and covenants and agreements executed, pursuant to said Amendment are herein referred to, collectively, as the "First Amendment"); and

WHEREAS, public hearings to consider Zale's application for Preliminary Plan approval for the proposed Regional Planned Unit Development were held on September 10, September 28, and October 26, 1994, by the Vernon Hills Planning and Zoning Commission. The Planning and Zoning Commission recommended approval of the Preliminary Plan on [October 24, 1994]; and

WHEREAS, the Village Board of Trustees heretofore has approved the Preliminary Plan by resolution duly adopted (the "Preliminary Plan Approval Resolution"); and

WHEREAS, Subsection 2.A of the Land Management Agreement requires the Village to validly approve and adopt this Ordinance to apply the various land management, development, and use obligations, restrictions, and understandings contained in the Land Management Agreement, the Road Agreement, the Sewer and Water Agreement, and the First Amendment to the Zale Development and the development and use of the Zale Property and the Cuneo Commercial Properties; and

WHEREAS, Zale has now applied for final plan approval for the proposed Regional Planned Unit Development for the Zale Property ("Final Plan Approval"); and

WHEREAS, the Village has the power and authority to adopt this ordinance pursuant to its police powers and State law, including specifically, but without limitation, the provisions of Article VII, Section 10 of the Illinois Constitution of 1970; the Local Land Resource Management Act, 50 ILCS 805/1 *et seq.*; the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and Article 11, Division 13 of the Illinois Municipal Code; and

WHEREAS, the Village intends that this Ordinance shall constitute an integral and necessary part of the Local Land Resource Management Plan adopted jointly by the parties to the Land Management Agreement pursuant to said Agreement;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Vernon Hills as follows:

Section 1. DEFINITIONS.

For purposes of this Ordinance, the following terms and provisions shall have the following meanings:

- A. "BUILDING": Any structure intended or used for the shelter, housing, or enclosure of any Person, animal, or chattel.
- B. "BUILDING, ACCESSORY": A subordinate Building on a Lot, the use of which is incidental to the Dwelling Unit or Units on such Lot. An attached garage shall not be deemed an Accessory Building.
- C. "COMMERCIAL FRONTAGE ROAD": That portion of the Thoroughfare defined in and required by Section 8 of the Road Agreement.
- D. "DWELLING UNIT": Any Single-Family Building; or any one or more rooms in a Multi-Family Building that are used and integrated for use as living quarters for one Family, but excluding rooms designed, intended, and used exclusively as hotel or motel rooms for transient guests.
- E. "FAMILY": One or more natural persons each related to the other by blood, marriage, or legal adoption, or any other group of persons defined as a Family in the codes and ordinances of the County or the Village.
- F. "HUNTINGTON CONNECTION": The roadway defined in and required by Section 6 of the Road Agreement.

- G. "LAKE VIEW EXTENSION": The roadway defined in and required by Section 7 of the Road Agreement.
- H. "LOT": Any subdivided lot of record on the Zale Property.
- I. "MULTI-FAMILY BUILDING": A Building that was originally designed, subsequently altered, or used for living quarters by two or more Families living independent of each other.
- J. "PERSON": A natural person, partnership, trustee, corporation, or other legal entity capable of holding legal title to real property.
- K. "PRELIMINARY PLAN": The Preliminary Plan for a Regional Planned Unit Development prepared by Allen Krakower and Associates, consisting of one sheet dated as of March 22, 1996, attached to this ordinance as Exhibit F, together with engineering plans attached thereto and prepared by Christopher B. Burke Engineering, Ltd., consisting of sheets numbered one through 35, with latest revision date of September 9, 1994, all of which shall be held on file with the Village Clerk and shall constitute a part of this Ordinance.
- L. "RESIDENTIAL BUILDING": Any Single-Family or Multi-Family Building.
- M. "RETAIL COMMERCIAL": The sale of products, recreation, or services directly to ultimate consumers, but specifically excluding, without limitation, all warehouse and wholesale uses and operations.
- N. "SIGNALIZED EJ&E CROSSING": The signalized at-grade crossing defined in and required by Section 7 of the Road Agreement.
- O. "SINGLE-FAMILY BUILDING": A Building that was originally designed, subsequently altered, or used for living quarters by one Family.
- P. "STRUCTURE": Any stationary object erected, constructed, or placed on a Lot, or on any other portion of the Zale Property, or attached to something having a permanent location on or in the ground of a Lot, or on or in any other portion of the Zale Property. Each sign or other advertising device, detached or projecting, shall be construed to be a separate Structure.
- Q. "THOROUGHFARE": The roadway defined in and required by Section 6 of the Road Agreement.

Section 2. PRELIMINARY PLAN APPROVAL.

~~Subject to and contingent upon compliance with the conditions, restrictions, and provisions set forth in Section 3 of this Ordinance, the Village does hereby approve the Preliminary Plan.~~

Section 3. CONDITIONS ON PRELIMINARY PLAN APPROVAL.

The Preliminary Plan approval granted in Section 2 of this Ordinance shall be, and is hereby, expressly subject to and contingent upon (i) Zale and the Cuneo Trust executing and delivering to the Village the Unconditional Agreement and Consent required pursuant to Section 6 of this Ordinance and (ii) strict conformity with each and every one of the following requirements, conditions, restrictions, and provisions:

A. Land Management Standards. Notwithstanding any other provision of the Village Municipal Code or the Annexation Agreement, the Zale Property and the Cuneo Commercial Properties shall be developed and used in substantial conformity with the Preliminary Plan, and in strict accordance with the requirements, conditions, restrictions, and provisions of the Land Management Agreement, the Road Agreement, the Sewer and Water Agreement, and the First Amendment (the "Land Management Standards"). The Land Management Standards shall supplement, and not supplant, the requirements of the Village Municipal Code and the obligations and understandings contained in the Annexation Agreement, but, in the event of any conflict or inconsistency, the Land Management Standards shall control and take precedence over the Village Municipal Code and the Annexation Agreement with respect to the development and use of the Zale Property and the Cuneo Commercial Properties.

B. Use and Density Controls.

1. Residential Use and Density. The total number of Dwelling Units developed, constructed, installed, used, or maintained on the Zale Property shall at no time exceed 2100. Any and all Dwelling Units developed, constructed, installed, used, or maintained on the Zale Property shall be located only within the Zale Residential Property and under no circumstances on or in any other part of the Zale Property or the Cuneo Property. Not more than 750 of the Dwelling Units to be developed, constructed, installed, used, or maintained within the Zale Residential Property shall be located south of the EJ&E Railroad right-of-way.

2. Village Golf Course Property Development and Use. The Village Golf Course Property shall not, at any time, either in whole or in part, be developed for any purpose or use other than (i) an eighteen hole golf course together with associated facilities to be owned and operated by or on behalf of the Village; or (ii) public open space free from the construction of Buildings, Structures, roads, or any and all other improvements not directly related to the use of the Village Golf Course Property for public open space purposes; or both.
3. Pod Approvals. Approval of the development areas shown on the Preliminary Plan for Multi-Family Buildings within the Zale Property, which are designated as Pods B, C, D, E, F, G, H, and I (the "Multi-Family Pods"), shall be limited to use for Multi-Family Buildings. Final Plan Approval shall be subject to review and approval of architectural plans, including architectural renderings, floor plans, elevations, building materials, and site plans. Final Plan Approval shall also be subject to review and approval of site coverage, building setbacks, landscaping within the subject Pod or Pods, parking ratios, and final engineering.

C. Road Improvements.

1. Land Management Road Improvements and Standards. Butterfield Road, Milwaukee Avenue, the Thoroughfare, the Huntington Connection, the Lake View Extension, the Signalized EJ&E Crossing, the Commercial Frontage Road, and all other road improvements required pursuant to the Land Management Agreement and the Road Agreement (the "Road Improvements") shall be designed, dedicated, improved, constructed, and secured pursuant to the terms, conditions, restrictions, and provisions of said Agreements, including specifically, but without limitation, Exhibits C, D, E, F, G, H, I, and J of the Road Agreement (said Agreements and exhibits shall hereafter be referred to collectively as the "Land Management Road Improvement Standards"). Construction of the Thoroughfare shall include construction of a box culvert at the Seavey Ditch sufficient in width to span the entire right-of-way of the Thoroughfare.
2. Village Reviews. Except as the Land Management Road Improvement Standards otherwise provide or require, or except as otherwise provided or required pursuant to the provisions of this Ordinance, provided such provisions are not in conflict or inconsistent with the Land Management

Road Improvement Standards, local roads within the Zale Property and within any or all of the Cuneo Commercial Properties, whether to be ~~owned privately or by the Village~~, shall be constructed pursuant to applicable Village standards for public streets as to design and construction, type, and right-of-way widths.

3. Right-of-Way. The Thoroughfare shall have a minimum 100 foot full width right-of-way, the Huntington Connection and Lake View Parkway shall each have a minimum 80 foot full width right-of-way, and the Commercial Frontage Road shall have a 160 foot full width right-of-way, all as more specifically required pursuant to the Road Agreement (the "Land Management Right-of-Way Standards"). Except as otherwise provided or required pursuant to the Land Management Right-of-Way Standards and the boundary buffer requirements set forth in Subsection 3.D of this Ordinance, Multi-Family Pods shall be allowed to be platted with a 46-foot minimum right-of-way, a 15.5 foot front yard setback, and a 6 foot-wide carriage walk.
4. Access and Intersections. All access to and intersections with the Thoroughfare, Huntington Connection, Lake View Extension, and the Commercial Frontage Road, and the lane configuration related to all such access points and intersections, shall be designed, dedicated, and constructed pursuant to and as depicted in the Land Management Road Improvement Standards, including specifically, but without limitation, the "Cuneo Internal Road Plan," attached as Exhibit H to the Road Agreement. Access to Pod A and Pod 7, as shown on the Preliminary Plan, shall be in accordance with the Land Management Road Improvement Standards.
5. Tunnels. No less than a total of four tunnels shall be allowed under the Thoroughfare and the Huntington Connection; provided, however, that such tunnels shall be designed, constructed, and used solely for access to the Village Golf Course Property. At-grade crossings of golf-carts and all other non-licensed vehicles of any kind shall be prohibited on the Thoroughfare, Lake View Extension, Huntington Connection, and the Commercial Frontage Road.
6. Sidewalks. An eight-foot wide sidewalk shall be constructed and located on one side of the Thoroughfare, the Huntington Connection, and the Lake View Extension. Five-foot wide sidewalks shall be constructed and

located on both sides of all other streets and roads within the Zale Property; provided, however, that for Multi-Family Pods, only a six-foot wide sidewalk on the adjacent street shall be required. Notwithstanding the sidewalk standards set forth in this Paragraph 3.C.6, no sidewalk constructed on the Zale Property or on the Cuneo Commercial Properties shall interfere with or prevent the dedication, design, and construction of the Road Improvements required pursuant to the Land Management Road Improvement Standards.

7. Street Names. Street names shall be supplied and approved at the time of final plat approval pursuant to applicable State, County, and Village regulations.
8. Street Lights. The type and location of all street lights to serve the Zale Property and the Cuneo Commercial Properties shall be subject to Village review and approval; provided, however that the type and location of any street light shall not interfere with or prevent the dedication, design, and construction of the Road Improvements required pursuant to the Land Management Road Improvement Standards.
9. Curbs. All curbs on any street within the Zale Property and the Cuneo Commercial Properties shall be constructed pursuant to B6-12 standards and the applicable specifications and criteria set forth in the Land Management Road Improvement Standards.

D. Boundary Buffers.

1. Golf Course Lots. No Residential Building on any Lot within the Zale Residential Property that abuts the Village Golf Course Property (the "Golf Course Lots") shall front onto the Village Golf Course Property. All portions of every Golf Course Lot lying within 50 feet of any portion of the Village Golf Course Property shall be permanently maintained as a landscaped yard (the "Golf Course Buffer"). The Golf Course Buffer may include use for required rear and side yards, as determined pursuant to applicable Village zoning regulations, and customary Accessory Buildings, to the extent permitted pursuant to applicable Village zoning regulations; provided, however, that no such Accessory Building shall be located within 10 feet of the property line of the Village Golf Course Property, and such 10-foot area shall be maintained as permanent landscaped and unobstructed open space.

2. Northern Boundary. All portions of the Zale Property lying within 35 feet of the north property line of the Zale Property shall be permanently maintained as a landscaped yard (the "Northern Open Space Area"). The Northern Open Space Area may include use for required rear and side yards, as determined pursuant to applicable Village zoning regulations, and customary Accessory Buildings, to the extent permitted pursuant to applicable Village zoning regulations; provided, however, that no such Accessory Building shall be located within 15 feet of the north property line of the Zale Property, which 15-foot area shall be maintained as permanent landscaped and unobstructed open space. All portions of every Lot developed on the Zale Property lying within 10 feet of the north property line of the Zale Property shall be protected, at all times prior to the first residential occupancy of a Dwelling Unit located on such Lot, by construction fencing and other appropriate means designed to protect and preserve all trees in such area having a diameter breast height in excess of six inches from intentional, negligent, or inadvertent damage or destruction. No utilities shall be provided or located within such 10-foot area, except as provided or required by the "Land Management Sewer and Water Improvement Standards" as provided in Subsection 3.F of this Ordinance.

3. Eastern Boundary. Except only for authorized points of vehicular access, all portions of the Zale Property and the Cuneo Commercial Properties lying within 50 feet west of the west right-of-way line of Milwaukee Avenue, as legally established or adjusted from time-to-time, shall be either (i) maintained in an undeveloped condition; or (ii) improved and maintained as landscaped open spaces in accordance with plans to be approved in advance by the Village and, with respect to traffic safety matters only, by the Lake County's Division of Transportation. No other development or use shall be permitted within said portion of the Zale Property and the Cuneo Commercial Properties.

E. Development and Use of Cuneo Commercial Properties.

1. Residential Use Prohibited. Except only for not more than six currently existing Single-Family Buildings currently located on, or to be relocated to, the Cuneo South Commercial Property, no Residential Building shall be developed, constructed, installed, used, or maintained at any time or at any place within any of the Cuneo Commercial Properties.

2. Specific Development and Use.

- (a) Cuneo Intersection Commercial Property. The Cuneo Intersection Commercial Property shall not be developed or used for any purpose other than office, hotel, and Retail Commercial uses.
- (b) Cuneo South Commercial Property. Except only for not more than six currently existing Single-Family Buildings currently located on, or to be relocated to, the Cuneo South Commercial Property, the Cuneo South Commercial Property shall not be developed or used for any purpose other than office, hotel, and Retail Commercial uses; provided, however, that in that portion of the Cuneo South Commercial Property located more than 1,000 feet west of the west right-of-way line of Milwaukee Avenue, as such right-of-way line is legally established or adjusted from time-to-time, Retail Commercial use shall be restricted to Retail Commercial uses that are directly ancillary to, and located within and operated as part of, an office or hotel operation or use.
- (c) Cuneo North Commercial Property. The Cuneo North Commercial Property shall not be developed or used for any purpose other than office, hotel, and Retail Commercial uses.

F. Utilities.

1. Sewer and Water Improvements.

- (a) Land Management Sewer and Water Improvement and Standards. The sanitary sewer and water supply systems required pursuant to the Land Management Agreement and the Sewer and Water Agreement (the "Sewer and Water Improvements") shall be designed, dedicated, improved, constructed, operated, and secured pursuant to the terms, conditions, restrictions, and provisions of said Agreements (hereafter referred to collectively as the "Land Management Sewer and Water Improvement Standards").
- (b) Initial Utility Facilities. Zale shall, and by its execution of the Unconditional Agreement and Consent required pursuant to Section 6 of this Ordinance shall be deemed to have agreed to, assume all of the Village's obligations and liabilities under Subsections 3.1.A

and 3.2.A of the Sewer and Water Agreement with respect to the "Cuneo Initial Utility Facilities," as defined in Subsection 2.19.A of said Agreement.

- (c) Village Review. No approval is hereby given to, and the Village reserves the right to review, the location, size, and depth of all Sewer and Water Improvements; provided, however, that the location, size, and depth of all Sewer and Water Improvements shall be determined solely pursuant to the Land Management Sewer and Water Improvement Standards.
 - (d) Residential Lateral Sewers. Except as otherwise provided and required pursuant to the Land Management Sewer and Water Improvement Standards, no section of any lateral sanitary sewer leading directly to a Residential Building shall be constructed at a depth of greater than 15 feet without the Village Engineer's prior approval.
 - (e) Final Approval. Final Plan Approval shall be subject to submittal of plans for adequate sanitary sewer and water supply service pursuant to the Land Management Sewer and Water Improvement Standards.
2. Location. Except as otherwise provided and required pursuant to the Land Management Sewer and Water Improvement Standards, all utilities to be newly constructed on the Zale Property and/or the Cuneo Commercial Properties shall be placed underground. Existing overhead utility lines may remain overhead. The overhead utility lines currently located along Butterfield Road that are to be relocated pursuant to the Road Agreement may remain overhead, so long as the relocation of any such overhead utility lines complies with the Land Management Road Improvement Standards.
3. Easements. The adoption of this Ordinance shall not be deemed to constitute the Village's approval of the location or size of any utility easements. Except as otherwise provided and required pursuant to the Land Management Sewer and Water Improvement Standards, the location and size of utility easements shall be determined and approved by the Village, and shall take into account the proposed location, adjacent uses,

and the number and depth of other utilities to be located within the subject easement.

G. Stormwater Control.

1. Land Management Storm Water Control Improvements and Standards. The dedication of easements for, and the design and construction of, detention and retention capacity and all related facilities and improvements required pursuant to the Land Management Agreement and the Road Agreement (the "Storm Water Improvements") shall be designed, dedicated, improved, constructed, operated, and secured pursuant to the terms, conditions, restrictions, and provisions of said Agreements (hereafter referred to collectively as the "Land Management Storm Water Improvement Standards").
2. Village Review. In addition to the requirements of the Land Management Storm Water Improvement Standards, the Village shall review all stormwater management aspects of the Zale Development and the development and use of the Cuneo Commercial Properties with the Lake County Stormwater Management Commission (the "Commission") to ensure compliance with the Lake County Watershed Development Ordinance (the "Watershed Ordinance"). The effectiveness of Final Plan Approval shall be conditioned upon issuance of the watershed development permit required pursuant to the Watershed Ordinance, and any and all additional required government approvals. The Village shall not issue the watershed development permit unless the Commission has approved the flood-prone portions of the Zale Development and relevant hydrologic and hydraulic documentation.
3. Storm Sewers. Storm sewer lines shall be allowed within street pavement areas, subject to a two-year maintenance bond being posted upon expiration of the applicable "Guaranty Letter of Credit" required pursuant to Subsection 6.B of the Land Management Agreement. Adoption of this Ordinance shall not constitute the Village's final engineering approval for any storm sewers or detention facilities.

H. General Development Issues.

1. Trees. Except as permitted by the Annexation Agreement, no trees shall be removed without prior Village approval. The Village shall not grant

such approval until after the submittal of a survey showing existing tree types with diameter breast height of at least six inches, caliper, and condition. This Paragraph shall not apply to trees located within the Butterfield Road right-of-way, within the area of any dedicated collector street or road within the Zale Development, or within the Village Golf Course Property.

2. Lake Reports. The Village shall not grant final plan approval to the Zale Development until liminological reports of Lake Charles and Lake Harvey are approved by the Village.
3. Lake Charles Dam. The Village has retained a structural engineer, at Zale's sole cost and expense, to perform an analysis of the Lake Charles Dam and spillway. Any and all repairs to the Lake Charles Dam or spillway required by the engineer's report shall be paid for at Zale's sole cost and expense.
4. Architectural Review. Except as otherwise required or provided by the Land Management Standards, architectural plans shall be required to be supplied for pods designated on the Preliminary Plan for Single-Family Buildings ("Single-Family Pods") (except for Single Family Pods 10, 11, and 18, unless such Pods are sold to a single developer), prior to Village issuance of a development permit for any such Pod. For Single-Family Pods being sold on an individual Lot basis, an Architectural Review Committee shall be formed by the developer to approve individual home designs. The procedures for the Architectural Review Committee shall be submitted to the Village and approved by the Village at the time of final plan approval. In addition, final plan approval shall require submission and approval of entryway and island landscape treatments.
5. Pedestrian and Bike Trails. Pedestrian and bike trails shall be dedicated, designed, and constructed in accordance with the Land Management Agreement and the Road Agreement, including specifically, but without limitation, Section 11 and Exhibit K of the Road Agreement.
6. Removal of Lots. The three lots designated for Single-Family Buildings and currently shown fronting Lake View Parkway on the Preliminary Plan shall be eliminated prior to final plan approval.

7. Building Quality Standards. Except as otherwise provided and required by the Land Management Standards, the Building Quality Standards set forth in Article XIV of the Annexation Agreement are incorporated herein.
8. Development Agreement. Final plan approval shall be subject to execution of a development agreement between Zale and the Village and, to the extent required by the Village, the Cuneo Trust; provided, however, that none of the terms, conditions, or provisions of said development agreement shall be in conflict or inconsistent with the Land Management Standards.
9. Future Amendments and Approvals. The Village shall not (i) grant Final Plan Approval, (ii) approve any subsequent amendment to this Ordinance or to the Ordinance granting Final Plan Approval (collectively "Ordinance Amendments"), or (iii) execute, seal, or stamp any plat of subdivision, or grant any other authorization or approval for any work, development, or use of, on, or for ("Development Approval") the Zale Development, Zale Property, or the Cuneo Commercial Properties, if such Final Plan Approval, Ordinance Amendments, or Development Approval would modify or amend, or in any way be less restrictive than, or in conflict with, any of the Land Management Standards unless the County has approved such Final Plan Approval, Ordinance Amendments, or Development Approval in advance in writing.
10. Development Approvals and Preliminary Development Activities. Except for the ordinances, covenants, and agreements provided for in Subsections 2.A through 2.F of the Land Management Agreement, the Village shall not grant or approve any Development Approval for the Zale Development unless and until Zale has complied with all other applicable Village ordinances and regulations and has satisfied all conditions of the Land Management Standards that are conditions precedent to any such Development Approval and the Village has granted Final Plan Approval for the Zale Development; provided, however, that the Village may issue Development Approvals for the Zale Property that allow Zale, at its sole risk, to undertake the following preliminary site and off-site work, subject to, but prior to the submission of, final engineering; subject to the recording of a final plat of subdivision; and subject to the issuance of the access permits referred to in Paragraph 5.B4 of the Road Agreement: (i) mass site grading; (ii) installation of on-site underground utility facilities;

(iii) installation of off-site underground utility facilities, but only upon receipt from the County Engineer of any and all permits required pursuant to the Lake County Highway Utility and Facility Placement Ordinance for such off-site installation; and (iv) subject to the approval of the County Engineer, which approval may be withheld or made subject to any conditions deemed necessary or appropriate in the sole discretion of the County Engineer, construction of on-site streets not connecting to Butterfield Road at any point.

11. Landscaping. Landscaped entry treatments to both the Zale Development and to its individual pods (as presented in concept to the Village) shall be required and approved as part of final plan approval.

Section 4. FAILURE TO COMPLY WITH CONDITIONS.

Upon failure or refusal of Zale, or any successors to Zale, to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, including specifically, strict compliance with the Land Management Standards and the conditions set forth in Section 3 of this Ordinance, the Preliminary Plan Approval granted in Section 2 of this Ordinance shall be revoked and become null and void.

Section 5. SEVERABILITY.

If any section, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect. If any part of this Ordinance is found to be invalid in any one or more of its applications by a court of competent jurisdiction, all valid applications that are severable from the invalid applications shall remain in effect.

Section 6. UNCONDITIONAL AGREEMENT AND CONSENT.

Within 30 days after passage of this Ordinance, Zale and the Cuneo Trust shall file with the Village Clerk, their unconditional agreement and consent, in the form attached hereto and incorporated herein as Exhibit G, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance; provided, however, that said unconditional agreement and consent may provide that it shall not take effect unless and until the Road Agreement and the Sewer and Water Agreement have taken effect pursuant to Section 2 and Section 5 of the Land Management Agreement.

Section 7. REPEAL AND SAVINGS CLAUSE.

All ordinances, resolutions, and motions heretofore adopted or passed by the Village, including specifically, but without limitation, the Preliminary Plan Approval Resolution, that are in conflict or inconsistent with this Ordinance are hereby repealed; provided, however, that nothing contained herein shall affect any rights, actions, or causes of action that shall have accrued to the Village prior to the effective day of this Ordinance.

Section 8. EFFECTIVE DATE.

This Ordinance shall be in full force and effect upon, but not before:

1. Passage, approval, and publication in pamphlet form in the manner required by law; and
2. Zale and the Cuneo Trust having filed with the Village the Unconditional Agreement and Consent required pursuant to Section 6 of this Ordinance; and
3. The date on which the Road Agreement and the Sewer and Water Agreement take effect pursuant to Section 2 and Section 5 of the Land Management Agreement; and
4. The date on which the First Amendment takes effect pursuant to Section 2 and Section 5 of the Land Management Agreement.

Execution Copy
3/29/96

PASSED this 9th day of April, 1996, by vote of the Board of Trustees of the Village of Vernon Hills, as follows:

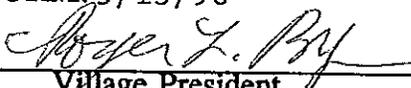
AYES: Cashman, Emery, Hebda, Henley, Hook, Koch

NAYS: None

ABSENT: None

APPROVED this 9th day of April, 1996.

ORDERED PUBLISHED IN PAMPHLET FORM: 5/13/96



Village President

ATTEST:



Village Clerk