

Village of



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STATE OF ILLINOIS)  
 )  
COUNTY OF LAKE )

CERTIFICATE

I, KATHLEEN A. RYG, CERTIFY THAT I AM THE DULY ELECTED AND ACTING VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS, AND DO HEREBY CERTIFY THAT AS SUCH VILLAGE CLERK I AM KEEPER OF ORDINANCES, RESOLUTIONS, MINUTES, ENTRIES, ORDERS, BOOKS, PAPERS, RECORDS AND SEAL OF SAID VILLAGE.

I FURTHER CERTIFY THAT THE ATTACHED IS TRUE AND CORRECT COPY OF THE HAWTHORN PROPERTIES ANNEXATION AGREEMENT (CUNEO ANNEXATION), DATED NOVEMBER 15, 1988.

WITNESS MY HAND AND CORPORATE SEAL OF SAID VILLAGE OF VERNON HILLS, ILLINOIS, THIS 26TH DAY OF SEPTEMBER, 1996.

Kathleen A. Ryg  
VILLAGE CLERK

SEAL

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ANNEXATION AGREEMENT

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HAWTHORN PROPERTIES  
VILLAGE OF VERNON HILLS  
LAKE COUNTY, ILLINOIS

231 DRAFT

*Signed pp. 49-50*

November 15, 1988

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218		Standards Applicable to the Real Estate

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ANNEXATION AGREEMENT

239 THIS ANNEXATION AGREEMENT (hereinafter referred to as the "Agreement")  
240 is entered into this 15th day of November, 1988, by and between:

243 CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF  
244 CHICAGO, JOHN F. CUNEO, JR., CONSUELA CUNEO McALISTER,  
245 CHARLES L. McEVOY AND WILLIAM G. MYERS, AS SUCCESSOR  
246 TRUSTEES UNDER DECLARATION OF TRUST DATED AUGUST 12, 1935;

248 AND

250 CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF  
251 CHICAGO, JULIA SHEPHERD CUNEO, LAWRENCE A. BYRNE AND  
252 RUSSEL G. DEYONG, AS TRUSTEES UNDER THE LAST WILL AND TES-  
253 TAMENT OF JOHN F. CUNEO, DECEASED; .

255 AND

257 THE CUNEO FOUNDATION, A NOT-FOR-PROFIT CORPORATION OF  
258 ILLINOIS,

260 AND

262 JULIA SHEPHERD CUNEO,  
265 (HEREINAFTER COLLECTIVELY REFERRED TO AS "OWNER")

267 AND

270 THE VILLAGE OF VERNON HILLS, AN ILLINOIS MUNICIPAL CORPORA-  
271 TION LOCATED IN LAKE COUNTY, ILLINOIS,

274 (HEREINAFTER REFERRED TO AS THE "VILLAGE").

278

PREAMBLES

280 1. Owner owns and controls certain lands located in unincorporated Lake  
281 County, Illinois, which lands include a tract of land consisting of approximately one  
282 thousand one hundred seventy-four (1,174) acres of property, more or less, as legally  
283 described on Exhibit A attached hereto (the "Real Estate") and a tract of land consist-  
284 ing of approximately eighty (80) acres, more or less, as legally described on Exhibit B  
285 attached hereto (the "Additional Parcel"). For purposes of this Agreement, the Real  
286 Estate has been divided into six (6) parcels, each of which is legally described on  
287 Exhibit C attached hereto (each of such parcels is hereinafter referred to as a "Par-  
288 cel"). Parcels 1-A, 1-B, 2, 3, 4 and 5 are depicted on Exhibit D attached hereto. Those  
289 six Parcels together constitute the Real Estate. Parcels 1-A and 1-B together are  
290 sometimes hereinafter collectively referred to as Parcel 1. That part of Parcel 4 which  
20  
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292 is hereinafter referred to as the "Estate" is legally described on Exhibit E attached  
293 hereto.

295 2. Owner, after full consideration, recognizes the many advantages and ben-  
296 efits to Owner and to the future owners, users and occupants of the Real Estate that  
297 may result from the annexation of the Real Estate to the Village.

299 3. Owner accordingly seeks to have the Real Estate annexed to and zoned in  
300 the Village, and may hereafter seek to have the Additional Parcel annexed to and zoned  
301 in the Village, upon the terms and conditions hereinafter set forth, for the aforemen-  
302 tioned reasons and for the additional purpose of enabling Owner and its successors,  
303 assigns, grantees and purchasers to develop the said lands as they may elect, from time  
304 to time, with the uses hereinafter set forth.

306 4. The aforesaid lands do not lie within the corporate limits of any municipi-  
307 tality in Illinois and are adjacent and contiguous to, and may be annexed to, the Village  
308 as provided in the Illinois Municipal Code (Chapter 24 of the Illinois Revised Statutes).

310 5. Pursuant to Section 7-1-8 of the Illinois Municipal Code, Owner has sub-  
311 mitted to the Village a Petition for Annexation, submitting to the President and Board  
312 of Trustees (hereinafter collectively referred to as the "Corporate Authorities") of the  
313 Village the question of annexation of the Real Estate to the Village.

315 6. Owner has submitted to the Village a Petition for Zoning Upon Annexa-  
316 tion, requesting the zoning of the Real Estate upon its annexation to the Village, in the  
317 zoning district classifications hereinafter described with a Special Use for a Regional  
318 Planned Unit Development, as defined in the Village's Zoning Ordinance of 1982, as  
319 enacted by Ordinance No. 402 passed June 15, 1982 and as heretofore amended (which  
320 ordinance, as heretofore amended, is herein referred to as the "Zoning Ordinance") and  
321 further requesting the Village's approval of Owner's conceptual land use plan for the  
322 development of the Real Estate (Exhibits D and F attached hereto collectively consti-  
323 tute and are referred to in this Agreement as the "Conceptual Plan"). Owner may here-  
324 after submit to the Village an additional Petition for Zoning Upon Annexation request-  
325 ing the zoning of the Additional Parcel, upon its annexation to the Village, in the R-4  
326 Single-Family Residence District of the Zoning Ordinance.

328 7. Pursuant to the provisions of Sections 11-15.1-1 et seq. of the Illinois  
329 Municipal Code, a proposed annexation agreement, in substance and in form the same  
330 as this Agreement, except as modified as authorized by Section 11-15.1-3 of said Munic-  
331 ipal Code, was submitted to the Village for public hearing and a public hearing was held  
332 thereon by the Corporate Authorities pursuant to notice duly published in a newspaper  
333 of general circulation, as provided by law.

335 8. The Planning and Zoning Commission of the Village (the "Planning and  
336 Zoning Commission"), being the body duly designated by the Corporate Authorities to  
337 hold a public hearing on the Owner's proposed zoning of the Real Estate and the Addi-  
338 tional Parcel, did hold a public hearing to consider such proposed zoning, in all respects  
339 conforming to law, pursuant to all notices required by law to be given.

341 9. The Corporate Authorities, after due and careful deliberation of the Plan-  
342 ning and Zoning Commission's report and recommendations, have concluded that the

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4 annexation of the Real Estate to the Village, and the zoning and development thereof,  
345 on the terms and conditions hereinafter set forth, will be beneficial to the Village in  
346 that such annexation, zoning and development will further the planned growth of the  
347 Village; will increase the tax base of the property lying within the Village; will increase  
348 the number of persons to be counted for the purpose of obtaining state motor fuel tax  
349 allotments and state income tax rebates by the Village; will increase the retail sales and  
350 service tax rebates and provide substantial other non-property tax income; will gener-  
351 ally benefit the Village under various state and federal programs; will extend the  
352 corporate limits and jurisdiction of the Village; will enable the Village to control the  
353 development of said lands; and will otherwise enhance and promote the general welfare  
354 of the Village.

356 10. Following the aforementioned public hearings, the Corporate Authorities,  
357 by a vote of at least two-thirds of the Corporate Authorities then holding office,  
358 adopted an Ordinance authorizing and directing the President to execute, and the Vil-  
359 lage Clerk to attest, this Agreement on behalf of the Village.

361 11. The Village, in order to insure the development of the Real Estate in the  
362 public interest, requires certain assurances, as hereinafter set forth, that the Owner  
363 will perform certain acts and fulfill certain conditions prior to the making of any com-  
364 mitment with respect to the annexation, zoning and development of the Real Estate.

366 12. The Owner, in order to insure the development of the Real Estate in a  
367 manner economically feasible, requires certain assurances, as hereinafter set forth, of  
368 certain terms and conditions and the continuation thereof for a definite period of time.

370 13. In reliance upon the existing ordinances, codes and regulations of the Vil-  
371 lage and the continued effectiveness of said ordinances, codes and regulations for the  
372 period hereinafter set forth, as the same may be limited, modified or amended pursuant  
373 to the terms hereof, and in further reliance upon the Village's execution of this Agree-  
374 ment and the Village's performance of the undertakings and covenants hereinafter set  
375 forth on its part to be performed and kept, Owner has submitted to the Village the  
376 aforementioned Petition for Annexation and Petition for Zoning Upon Annexation.

378 14. It is the desire of the Village and the Owner that the development of the  
379 Real Estate proceed as conveniently as possible, subject to the Village's ordinances,  
380 codes and regulations, now or hereafter in force and effect, as limited, modified or  
381 amended by this Agreement, and subject further to the terms and conditions hereinaf-  
382 ter set forth.

384 **NOW, THEREFORE**, in consideration of the foregoing preambles and the mutual  
385 covenants and agreements hereinafter set forth, the Village and the Owner (hereinafter  
386 sometimes collectively referred to as the "Parties") agree as follows:

ARTICLE I

PREAMBLES

384 The representations and recitations set forth in the foregoing preambles are  
385 material to this Agreement and are hereby incorporated into and made a part of this

344 annexation of the Real Estate to the Village, and the zoning and development thereof,  
345 on the terms and conditions hereinafter set forth, will be beneficial to the Village in  
346 that such annexation, zoning and development will further the planned growth of the  
347 Village; will increase the tax base of the property lying within the Village; will increase  
348 the number of persons to be counted for the purpose of obtaining state motor fuel tax  
349 allotments and state income tax rebates by the Village; will increase the retail sales and  
350 service tax rebates and provide substantial other non-property tax income; will gener-  
351 ally benefit the Village under various state and federal programs; will extend the  
352 corporate limits and jurisdiction of the Village; will enable the Village to control the  
353 development of said lands; and will otherwise enhance and promote the general welfare  
354 of the Village.

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359 lage Clerk to attest, this Agreement on behalf of the Village.

361 11. The Village, in order to insure the development of the Real Estate in the  
362 public interest, requires certain assurances, as hereinafter set forth, that the Owner  
363 will perform certain acts and fulfill certain conditions prior to the making of any com-  
364 mitment with respect to the annexation, zoning and development of the Real Estate.

366 12. The Owner, in order to insure the development of the Real Estate in a  
367 manner economically feasible, requires certain assurances, as hereinafter set forth, of  
368 certain terms and conditions and the continuation thereof for a definite period of time.

370 13. In reliance upon the existing ordinances, codes and regulations of the Vil-  
371 lage and the continued effectiveness of said ordinances, codes and regulations for the  
372 period hereinafter set forth, as the same may be limited, modified or amended pursuant  
373 to the terms hereof, and in further reliance upon the Village's execution of this Agree-  
374 ment and the Village's performance of the undertakings and covenants hereinafter set  
375 forth on its part to be performed and kept, Owner has submitted to the Village the  
376 aforementioned Petition for Annexation and Petition for Zoning Upon Annexation.

378 14. It is the desire of the Village and the Owner that the development of the  
379 Real Estate proceed as conveniently as possible, subject to the Village's ordinances,  
380 codes and regulations, now or hereafter in force and effect, as limited, modified or  
381 amended by this Agreement, and subject further to the terms and conditions hereinaf-  
382 ter set forth.

384 NOW, THEREFORE, in consideration of the foregoing preambles and the mutual  
385 covenants and agreements hereinafter set forth, the Village and the Owner (hereinafter  
386 sometimes collectively referred to as the "Parties") agree as follows:

390 ARTICLE I

392 PREAMBLES

394 The representations and recitations set forth in the foregoing preambles are  
395 material to this Agreement and are hereby incorporated into and made a part of this

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397 Agreement as though they were fully set forth in this Article I and the same shall con-  
398 tinue for so long as this Agreement is of force and effect. The Parties mutually  
399 acknowledge and confirm the accuracy of said representations and recitations.

403 ARTICLE II

405 AUTHORITY

407 This Agreement is made and entered into by the Parties pursuant to and in  
408 accordance with the provisions of Sections 11-15.1-1 et seq. of the Illinois Municipal  
409 Code.

413 ARTICLE III

415 MUTUAL ASSISTANCE

417 A. The Parties shall do all things necessary or appropriate to carry out the  
418 terms and provisions of this Agreement and to aid and assist each other in carrying out  
419 the terms and objectives of this Agreement and the intentions of the Parties as  
420 reflected by said terms, including, without limitation, the giving of such notices, the  
421 holding of such public hearings, the enactment by the Village of such resolutions and  
422 ordinances and the taking of such other actions as may be necessary to enable the Par-  
423 ties' compliance with the terms and provisions of this Agreement and as may be neces-  
424 sary to give effect to the terms and objectives of this Agreement and the intentions of  
425 the Parties as reflected by said terms. Notwithstanding the foregoing, the Village shall  
426 not be required to exercise its powers of condemnation for the benefit of Owner,  
427 except for the purposes of acquiring necessary roadway and utility easements and  
428 except as may be specifically provided for in this Agreement.

430 B. The Parties shall cooperate fully with each other in seeking from any or  
431 all appropriate governmental bodies (whether Federal, State, County or local) financial  
432 or other aid and assistance required or useful for the construction or improvement of  
433 property and facilities in and on the Real Estate or for the provision of services to resi-  
434 dents of the Real Estate, including grants and assistance for public transportation,  
435 roads and highways, water and sanitary sewage facilities and storm water facilities.

439 ARTICLE IV

441 VILLAGE REPRESENTATIONS AS TO NECESSARY STEPS

443 The Village represents that it shall take all action(s) as may be required and nec-  
444 essary: (i) to enact such amendments to, and grant such exceptions and variances from,  
445 its Zoning Ordinance and its other ordinances, codes and regulations, as may be neces-  
446 sary to zone, classify and allow for the development of the Real Estate in the manner  
447 described in this Agreement; and (ii) to enable the Village to execute this Agreement  
448 and fully carry out and perform the terms, covenants, agreements, duties and obliga-  
449 tions on its part to be kept and performed as created and imposed by the terms and  
450 provisions hereof.

455

ARTICLE V

457

ANNEXATION OF THE REAL ESTATE

459 A. On or before the fifteenth (15th) day following the execution of this  
460 Agreement by the Parties, the Corporate Authorities shall proceed, subject to the con-  
461 ditions set forth in subparagraph B hereof, to consider the question of annexing the  
462 Real Estate to the Village, as required by Section 7-1-8 of Chapter 24 of the Illinois  
463 Municipal Code, and do all things necessary or appropriate to cause the Real Estate to  
464 be validly annexed to the Village, including, specifically, the enactment of an ordinance  
465 annexing the Real Estate to the Village. The Village shall notify all entities or persons  
466 of such annexation and promptly record (at Owner's expense) all ordinances, plats and  
467 affidavits necessary to said annexation, in accordance with any and all statutory and  
468 ordinance requirements.

470 B. Without the written consent of Owner, no action shall be taken by the  
471 Corporate Authorities to annex any part or portion of the Real Estate unless: (i) this  
472 Agreement has been fully executed by the Parties; and (ii) all of the Real Estate is  
473 annexed to the Village at the same time.

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ARTICLE VI

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ZONING OF THE REAL ESTATE

481 A. On or before the fifteenth (15th) day following the date on which the Real  
482 Estate is annexed to the Village, the Corporate Authorities shall enact appropriate  
483 ordinances:

486 (i) zoning and classifying the various Parcels as follows:

490	491	<u>Parcel</u>	<u>Underlying Zoning District Classification</u>
493	Parcel 1	R-4 Single-Family Dwelling District	
495	Parcel 2	B-1 General Business District	
497	Parcel 3	L-I Limited Industrial District	
499	Parcel 4	R-7 Multiple-Family Dwelling District	
501	Parcel 5	B-1 General Business District	

504 (ii) approving a Special Use for a Regional Planned Unit Develop-  
505 ment for the entire Real Estate, in accordance with the  
506 provisions of Article 20A and Article 21, Section 21.7 of the  
507 Zoning Ordinance; and

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510 (iii) approving the Conceptual Plan as being in compliance with  
511 the requirements, standards and procedures of Article 20A  
512 of the Zoning Ordinance.

515 B. The special use created by the Ordinance for a Special Use Regional Plan-  
516 ned Unit Development adopted pursuant hereto (the "Special Use Ordinance"), in the  
517 form heretofore approved by the Parties, shall not lapse or expire at any time or upon  
518 the occurrence of any event or upon the failure of any event to occur. Unless changed  
519 by the Village at Owner's request, the zoning for the Real Estate established pursuant  
520 to the foregoing ordinances (including the Special Use Ordinance) shall be permanent  
521 and shall remain in effect for the Term of this Agreement. Such zoning (including the  
522 zoning established pursuant to the Special Use Ordinance) shall also remain in effect  
523 after expiration of such Term unless thereafter amended in accordance with applicable  
524 law for the amendment of zoning classifications.

526 C. Although the Conceptual Plan is intended to serve as a general guideline  
527 for the development of the Real Estate, the Parties recognize that the practicalities of  
528 development may require Owner to request amendments thereto and that the Concep-  
529 tual Plan may be amended as such requests are submitted to and approved by the Village  
530 pursuant to the procedures set forth in Article 20A of the Zoning Ordinance. For pur-  
531 poses of this Agreement, the terms "Preliminary Plan" and "Final Plan" shall have the  
532 meanings set forth in Article 20A of the Zoning Ordinance.

534 D. The Village acknowledges that the Real Estate may be developed in sepa-  
535 rate increments or phases, each of which shall be the subject of a Final Plan or final  
536 plat of subdivision. No limitation shall be imposed upon Owner with respect to the land  
537 area to be included within any particular phase of development, the number of phases  
538 as to which Preliminary or Final Plans may be submitted, or the time within which Pre-  
539 liminary or Final Plans must be submitted. Notwithstanding the foregoing, utility and  
540 roadway improvements within a particular phase of development shall be completed in  
541 segments that are of such reasonable extension as may be necessary to the development  
542 then under construction and storm drainage improvements shall be subject to the provi-  
543 sions contained in Paragraph A of Article XV hereof.

545 E. Approval of the Conceptual Plan shall signify satisfaction of the general  
546 purposes and objectives of planned development, and no further showing regarding such  
547 general purposes or objectives need be made at the time of submitting Preliminary or  
548 Final Plans relating to specific development phases. Following approval of the Concep-  
549 tual Plan, no further zoning approval shall be required as a prerequisite to the issuance  
550 by the Village or the receipt by Owner of the building permits necessary to the develop-  
551 ment of any portion of the Real Estate in accordance with the zoning provided for in  
552 this Agreement. However, before such building permits shall issue, Owner shall comply  
553 with the requirements for plan approval set forth in Article 20A of the Zoning Ordini-  
554 nance. Owner's compliance with said plan approval requirements shall satisfy any and  
555 all other requirements for site plan review which may be contained within the Zoning  
556 Ordinance. Notwithstanding the foregoing or any language of the Zoning Ordinance to  
557 the contrary, to the extent that the submission by Owner of any Preliminary or Final  
558 Plan relates to any single-family residential development, Owner shall not be required,  
559 as part of any such submission, to submit architectural plans (although Owner may be  
560 required to submit renderings depicting general architectural character), traffic stud-  
561 ies (unless the development consists of more than one hundred residential (100) dwelling  
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563 units, in which event such studies may be requested), or any materials previously or  
564 simultaneously submitted in connection with any other request for approval of a Pre-  
565 liminary or Final Plan or a plat of subdivision.

569

**ARTICLE VII**

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**USES WHICH MAY BE DEVELOPED ON THE REAL ESTATE**

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A. The general forms of land use which may be developed on each Parcel shall be as follows:

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**PARCEL 1-A:**

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This Parcel shall be devoted to residential uses which may include single-family, two-family and multiple-family residential uses, or any combination thereof. In addition, a small portion of the Parcel (i.e. not exceeding twenty (20) acres) may be devoted to commercial uses.

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**PARCEL 1-B:**

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589

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This is an alternate land use Parcel. The Parcel may be devoted entirely to residential uses (either single-family, two-family, multiple-family or any combination thereof); it may be devoted entirely to office uses; it may be devoted entirely to hotel uses, or it may be devoted to a combination of residential, office and hotel uses. In addition, as hereinafter provided, limited portions of the Parcel may be devoted to commercial uses.

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**PARCEL 2:**

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This Parcel may be devoted entirely to commercial (including hotel) uses; it may be devoted entirely to office uses; or it may be devoted to a combination of such commercial and office uses.

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**PARCEL 3:**

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This Parcel shall be devoted to limited industrial uses. However, under circumstances hereinafter specified, the Parcel may be devoted entirely to single-family residential uses or it may be devoted to a combination of single-family residential and limited industrial uses. In all events, a small portion of the Parcel (i.e. not exceeding twenty (20) acres) may be devoted to commercial uses.

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**PARCEL 4:**

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622 Residential, office or hotel land uses may be planned to take advantage of the  
623 unique natural features of the area which includes and surrounds Harvey Lake.  
624 In addition, that portion of the Parcel that is within one thousand (1,000) feet of  
625 the westerly right-of-way line of Milwaukee Avenue may be devoted to commer-  
626 cial (including hotel) uses; and, as hereinafter provided, limited portions of the  
627 balance of the Parcel may be devoted to commercial uses.

630 PARCEL 5:

632 This Parcel may be devoted entirely to commercial (including hotel) uses; it may  
633 be devoted entirely to office uses; or it may be devoted to a combination of such  
634 commercial and office uses.

637 B. The specific land uses which may be developed on each Parcel as either  
638 permitted uses or as special uses are identified in Exhibit F attached hereto.

640 C. The interior boundary lines separating Parcels 1-A, 1-B, 2 and 3 from each  
641 other (as such boundary lines are described in Exhibit C and depicted on Exhibit D) pro-  
642 vide a general indication of the intention of the Parties regarding the zoning and devel-  
643 opment of said Parcels. However, the size of those Parcels, the length of those bound-  
644 ary lines, the varying contour and elevations of the lands, the location of natural amen-  
645 ities, the precise location of future roads and utilities, the possible impact of other  
646 phases of development and various other factors -- all serve to make it necessary to  
647 provide some degree of flexibility in providing for the adjustment of such interior  
648 boundary lines. Accordingly, for purposes of determining the uses to which any specific  
649 lands may be devoted, Owner, at Owner's option and without amending the Conceptual  
650 Plan, may adjust the aforesaid interior boundary lines, in whole or in part, in order to  
651 accommodate a particular Plan of development; provided, however, that no such  
652 adjustment shall move any part of any boundary line more than three hundred (300) feet  
653 from the original location thereof, as described in Exhibit C, without amendment to the  
654 Conceptual Plan.

658 ARTICLE VIII

660 DEVELOPMENT OF THE REAL ESTATE

662 The development of the Real Estate shall be undertaken pursuant to: (i) the Spe-  
663 cial Use Ordinance; (ii) the Conceptual Plan; (iii) the zoning, use, bulk and other regula-  
664 tions and standards set forth in this Agreement, including, without limitation, the zon-  
665 ing, use, bulk and other regulations and standards set forth in Exhibit F to this Agree-  
666 ment; and (iv) subject to other provisions of this Agreement, the codes, ordinances and  
667 regulations of the Village.

669 Notwithstanding the foregoing, development on the various Parcels shall be lim-  
670 ited by, and the intensity of that development shall be permitted within, the parame-  
671 ters hereinafter set forth:

673 A. Residential dwelling units may be constructed on Parcel 1 and Parcel 4 up  
674 to a combined overall maximum of three thousand two hundred (3,200) such dwelling  
675 units. That maximum shall be reduced by four (4) dwelling units for each acre which,  
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677 from time to time, is designated for non-residential use within Parcel 1 or that part of  
678 Parcel 4 which is more than one thousand (1,000) feet distant from the westerly  
679 right-of-way line of Milwaukee Avenue.

681 B. Not more than forty-two percent (42%) of the land within Parcel 1 which,  
682 from time to time, is usable or used for residential use shall be devoted to two-family,  
683 attached single-family and multiple-family residential use.

685 C. Two-family, attached single-family and multiple-family dwelling units  
686 may be constructed on Parcel 1 and Parcel 4 up to a combined overall maximum of one  
687 thousand five hundred (1,500) such dwelling units. That maximum shall be reduced by  
688 one and one-half (1.5) dwelling units for each acre which, from time to time, is desig-  
689 nated for non-residential use within Parcel 1 or that part of Parcel 4 which is more  
690 than one thousand (1,000) feet distant from the westerly right-of-way line of Milwaukee  
691 Avenue.

693 D. Within that part of Parcel 1 which lies west of Garfield Avenue (as  
694 extended) and within three hundred ten (310) feet of the northern boundary line of Par-  
695 cel 1, no buildings may be constructed other than detached single-family residential  
696 dwelling units.

698 E. Without increasing the overall maximum applicable under Paragraph A  
699 above (i.e. 3,200), Parcels 1 and 4 each shall be subject to an individual maximum as  
700 hereinafter provided. Within Parcel 1, residential dwelling units may be constructed up  
701 to a maximum of two thousand six hundred twenty-five (2,625) such dwelling units, with  
702 that maximum to be reduced by four (4) dwelling units for each acre within Parcel 1  
703 which, from time to time, is designated for non-residential use. Within Parcel 4, resi-  
704 dential dwelling units may be constructed up to a maximum of seven hundred fifty (750)  
705 such dwelling units, with that maximum to be reduced by four (4) dwelling units for  
706 each acre within Parcel 4 which is situated more than one thousand (1,000) feet distant  
707 from the westerly right-of-way line of Milwaukee Avenue and which, from time to  
708 time, is designated for non-residential use.

710 F. If a recreational community situated around or about a golf course is  
711 developed on the Real Estate, then, as an alternate land use, single-family residential  
712 dwelling units may be constructed on Parcel 3 up to a maximum of three hundred fifty  
713 (350) such dwelling units, with that maximum to be reduced by two (2) dwelling units  
714 for each acre within Parcel 3 which, from time to time, is designated for non-residen-  
715 tial use.

717 G. Within those portions of Parcels 1-A and 3 which are more than three  
718 hundred (300) feet distant from Parcel 1-B, an aggregate area of lands not exceeding  
719 twenty (20) acres may be devoted to commercial uses. Any portion of Parcel 1-A or  
720 Parcel 3 which is devoted to such commercial uses shall consist of or be a part of a  
721 unified contiguous tract which has one of its boundaries abutting Butterfield Road;  
722 which does not have more than one curb cut providing access to Butterfield Road; and  
723 which does not include more than four (4) outlots.

725 H. Within Parcel 1-B and that part of Parcel 4 which is situated more than  
726 one thousand (1,000) feet from the westerly right-of-way line of Milwaukee Avenue, the  
727 location of commercial uses (other than hotels) shall be limited to the following:

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729 (i) within office buildings; (ii) within hotel buildings, or free-standing buildings which  
730 are ancillary to and part of a hotel complex; and (iii) within private club buildings, club  
731 houses or comparable facilities associated with a golf course or similar recreational use.  
732 In addition to the foregoing, free-standing restaurants may be constructed within five  
733 hundred (500) feet of Lake Charles and within five hundred (500) feet of Harvey Lake.

735 I. That part of Parcel 4 which is situated within one thousand (1,000) feet of  
736 the westerly right-of-way line of Milwaukee Avenue may be devoted to commercial  
737 uses. For the Term of this Agreement, the Estate shall be used for no purposes other  
738 than its present residential use, with ancillary uses, and/or for museum and greenhouse  
739 purposes, with ancillary uses; provided, however, that if the principal residence build-  
740 ing now situated on the Estate is substantially damaged as a result of fire, an act of God  
741 or other matter beyond Owner's control, Owner shall have the right to devote the  
742 Estate, subject to the provisions of this Agreement, to such uses as may be authorized  
743 by the zoning classification and regulations established by this Agreement for the bal-  
744 ance of Parcel 4. However, no such development of the Estate under such circum-  
745 stances shall increase the maximum number of residential dwelling units which may be  
746 constructed on Parcel 4 under the provisions of Paragraph E of this Article VIII.

748 J. No Village board, commission or body shall have any decision-making  
749 authority or jurisdiction over the Real Estate or over the plans of development thereof  
750 other than the Corporate Authorities, the Village Board of Trustees sitting as a Com-  
751 mittee of the Whole, the Planning and Zoning Commission, the Zoning Board of Appeals  
752 and the Art in Architecture Committee (which Committee shall only have authority  
753 over commercial and office development within the Real Estate).

755 K. For purposes of this Agreement, the following definitions shall apply:

758 1. The term "residential dwelling units" shall mean all dwelling units con-  
759 structed and used for residential purposes, whether single-family,  
760 two-family or multiple family and whether for sale or rental, including  
761 townhouses and townhomes, single-family attached and detached resi-  
762 dences, apartments and condominiums, and senior citizen/elderly/congre-  
763 gate housing units; but the term "residential dwelling units" shall not be  
764 deemed to include nursing homes, hospitals, hotels, motels or dwelling  
765 units constructed upon land acquired through eminent domain or upon  
766 land acquired under the threat of eminent domain.

768 2. The amount of real estate "designated for non-residential use", at any  
769 given time, shall be the area of land included within all tracts of land  
770 which have been assigned (as required by the provisions of Paragraph D(2)  
771 of Exhibit F) to commercial, hotel, office or limited industrial buildings  
772 under Final Plans which have been approved as of such time. The amount  
773 of real estate "designated for non-residential use" shall not include land  
774 within Lake Charles, Harvey Lake any Undeveloped Zone (as defined in  
775 Paragraph B(54) of Exhibit F), or any land devoted to school or park  
776 purposes.

778 3. Land within Parcel 1 which, at any given time, is "usable or used for resi-  
779 dential use" shall mean land which, at such time, is being used or may be  
780 used for residential use; but land within Parcel 1 shall not be deemed to be  
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782 "usable or used for residential use" if: (i) such land is designated for non-  
783 residential use; (ii) such land, by its nature, cannot be developed; (iii) such  
784 land is used for school, park or roadway purposes; or (iv) such land is  
785 within Lake Charles.

789

ARTICLE IX

791

USE OF MUNICIPAL FINANCING VEHICLES

793 The Village agrees to consider, and to not unreasonably deny, applications made  
794 by Owner in connection with the development of the Real Estate, and of the various  
795 portions thereof, for industrial development bonds, revenue bonds and such similar  
796 types of financing vehicles as may, from time to time, be available to the extent that  
797 uses to be developed with such financing vehicles are compatible with the Conceptual  
798 Plan and the provisions of this Agreement; provided, however, that: (i) Owner shall be  
799 obligated to assume all costs and risks of debt service associated with such financing  
800 vehicles or mechanisms; (ii) Owner, and not the Village, shall provide any credit  
801 enhancement required of any debt instruments issued by the Village; (iii) the Village  
802 shall not be obligated to pledge its full faith and credit behind any such debt instru-  
803 ments; and (iv) the Village shall not be obligated to issue any such debt instruments if  
804 such issuance reduces the Village's legal ability to issue bonds or borrow money on the  
805 Village's overall bond rating. The Village, to the extent it favorably considers such  
806 applications, shall adopt such resolutions and ordinances and enter into such agree-  
807 ments as may be customary and necessary to the issuance of such obligations and shall  
808 assess and require payment of no more than the fees, charges and expenses for issuing  
809 such obligations as are currently imposed by Village ordinance or, if there is no applica-  
810 ble ordinance, as are customarily charged by the Village or, if the Village has no cus-  
811 tomary charge, as are customarily charged by other municipalities in issuing similar  
812 obligations.

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ARTICLE X

818

EXISTING USES AND STRUCTURES

820 A. Right to Continue Use. Notwithstanding the Village's zoning of the Real  
821 Estate as herein provided for, the Village's approval of the Conceptual Plan, or any  
822 Village code or ordinance to the contrary, Owner may:

825 (i) maintain and continue to use the Real Estate and all existing  
826 buildings, structures, improvements, driveways, roads and  
827 curb-cuts for the uses to which they are now devoted  
828 (including, without limitation, the raising of crops and other  
829 farm and dairy industries and the maintenance of animals on  
830 the Real Estate), and expand those uses on the Real Estate;  
831 without having to comply with any provision of the Subdivi-  
832 sion Control Ordinance; provided, however, that said uses  
833 shall be maintained and pursued in a safe, sanitary and  
834 slightly condition; and provided, further, that no animals  
835 shall be kept within 200 feet of any residential dwelling unit  
836 situated within or outside of the Real Estate (except that

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- 838 such limitation shall not apply to animals kept within the
- 839 Estate or within any part of Parcel 4 lying north of the
- 840 Estate which is not the subject of a Final Plan);
- 842 (ii) restore any existing buildings, driveways or roads following
- 843 damage, destruction or a period of non-use; and
- 845 (iii) continue to make all decisions regarding the locations of
- 846 ditches, feeders, laterals or tiles, based upon good farming
- 847 practices and good engineering practices.

850 B. Exceptions from Existing Codes. Owner contemplates that some or all of  
 851 the buildings, structures, improvements and fences now existing within the Real Estate  
 852 will continue to be maintained and used as part of the overall development of the Real  
 853 Estate. The Village acknowledges that many of such buildings, structures, improve-  
 854 ments and fences (and specifically, certain buildings, structures, improvements and  
 855 fences situated within the Estate) have unique historic and aesthetic value to the com-  
 856 munity and that their continued maintenance and use, to the extent feasible in light of  
 857 the proposed development and the cost to renovate them, would be in the public inter-  
 858 est. Accordingly, the Village agrees that, so long as there is no threat to the health,  
 859 safety and welfare of the people of Vernon Hills, to the extent such buildings, struc-  
 860 tures, improvements and fences (and specifically, but without limitation, the buildings,  
 861 structures and improvements situated within the Estate) do not comply with existing  
 862 codes, ordinances and regulations, it shall waive, amend or except the provisions of its  
 863 Subdivision Control Ordinance and its building, fire prevention, health, plumbing, elec-  
 864 trical and other codes, ordinances and regulations to permit their continued use and  
 865 maintenance and their renovation and remodeling and their devotion to private, public  
 866 or quasi-public use; provided, however, that said buildings, structures and improve-  
 867 ments shall at all times remain in a clean and sightly condition; and provided, further,  
 868 that before any buildings or structures are opened to the public for use or visitation, the  
 869 Village Building Commissioner shall have the right to inspect the same and to make  
 870 recommendations regarding the completion of improvements to such buildings or struc-  
 871 tures; and provided, further, that before any driveways or areas permanently devoted to  
 872 parking are opened to the public for use in connection with the aforesaid visitation (but  
 873 not including ancillary or overflow parking areas) such improvements shall be paved  
 874 with bituminous asphalt, except to the extent the Village Engineer waives such  
 875 requirement.

879 ARTICLE XI

881 VILLAGE CODES, ORDINANCES, RULES AND REGULATIONS

883 A. Continued Effectiveness. All codes, ordinances, rules and regulations of  
 884 the Village in effect as of the date hereof relating to site plan approval, zoning and  
 885 flood plains shall continue in effect, insofar as they relate to the development of the  
 886 Real Estate, during the entire Term of this Agreement, except as otherwise provided  
 887 herein and except to the extent of amendments mandated by state or federal require-  
 888 ments. All codes, ordinances, rules and regulations of the Village in effect as of the  
 889 date hereof relating to subdivision controls shall continue in effect, insofar as they  
 890 relate to the development of the Real Estate, for a period of seven (7) years from the

892 date hereof, except as otherwise provided herein and except to the extent of amend-  
893 ments mandated by state or federal requirements. All codes, ordinances, rules and reg-  
894 ulations of the Village in effect as of the date hereof which relate to building, housing,  
895 plumbing, electrical, and related restrictions affecting development of the Real Estate  
896 (other than those codes, ordinances, rules and regulations relating to the payment of  
897 fees to the Village which shall be governed by paragraph B below) shall continue in  
898 effect, insofar as they relate to the development of the Real Estate, during the entire  
899 Term of this Agreement, except as otherwise provided herein and except to the extent  
900 that said codes, ordinances, rules and regulations are amended, on a general basis so as  
901 to be applicable to all property within the Village; provided, however, that: (i) neither  
902 said codes, ordinances, rules or regulations nor any amendment thereto shall effectively  
903 apply to or affect only the Real Estate or frustrate or unreasonably hinder development  
904 of the Real Estate, or indirectly amend or vary the site plan approval, zoning, subdivi-  
905 sion control or flood plain provisions affecting the Real Estate; and (ii) with respect to  
906 developments that are subject to approved Final Plans or approved final plats of subdivi-  
907 sion, such amendments or modifications shall not be effective until one hundred  
908 eighty (180) days after their approval and adoption by the Village.

910 B. Fees. The following provisions shall apply to the payment of fees to the  
911 Village with respect to the development and use of the Real Estate:

914 1. For a period of seven (7) years commencing as of the date of this Agree-  
915 ment, no fee or charge of any description (including, without limitation,  
916 building permit fees, occupancy permit fees, plan review fees, inspection  
917 fees, utility fees, application fees and user fees) shall be imposed upon  
918 Owner or upon the development and use of the Real Estate unless, as of  
919 the date of this Agreement, such fee or charge is in existence and is being  
920 collected by the Village on uniform basis from all owners, users and devel-  
921 opers of property within the Village, or unless the collection of such fee  
922 or charge by the Village is specifically permitted under the terms of this  
923 Agreement. No fee or charge imposed by the Village after such seven (7)  
924 year period shall effectively apply to or affect only the Real Estate, or  
925 the owners, users and developers thereof.

927 2. During the first five (5) years of the Term of this Agreement, the Village  
928 shall not increase the amount of any fee or charge for building permit  
929 fees, occupancy permit fees, plan review fees, inspection fees, utility  
930 fees, application fees or user fees which is in existence and being col-  
931 lected by the Village as of the date of this Agreement. After expiration  
932 of the aforesaid five (5) year period, the Village may increase any such fee  
933 provided: (a) any such increase is made generally applicable to all owners,  
934 users and developers of property within the Village and does not, as a  
935 practical matter, affect only Owner or the Real Estate, and (b) any such  
936 increase is reasonably related to increased costs incurred by the Village in  
937 providing the service for which such fee is assessed.

939 3. All building permit and building inspection fees, if any, for any improve-  
940 ment constructed upon the Real Estate shall be due and payable upon issu-  
941 ance of a building permit for that improvement.

944 4. The application fee for any Preliminary Plan or Final Plan submitted by  
945 Owner pursuant to the provisions of Article 20A of the Zoning Ordinance  
946 shall not exceed five hundred dollars (\$500.00).

949 The foregoing provisions shall not preclude the Village from imposing on a uni-  
950 form basis throughout the Village fees or charges which merely pass on additional  
951 expenses imposed upon the Village after the date hereof by the requirements of state,  
952 county or federal law or ordinance, or additional expenses imposed upon the Village by  
953 independent contractors or outside agencies retained by the Village at then current  
954 market rates. The foregoing provisions shall also not diminish or restrict the general  
955 authority of the Village to impose and collect general real estate, sales, hotel, utility  
956 and other taxes of general applicability, subject, however, to the provisions of Article  
957 XXV hereof and to the requirements of law.

959 C. Conflicts. To the extent that any provision of any code, ordinance, rule  
960 or regulation of the Village, or any interpretation of any of the foregoing (whether such  
961 provision or interpretation is in effect as of the date hereof or is hereafter adopted)  
962 conflicts with any provision of this Agreement, the provisions of this Agreement shall  
963 control. Notwithstanding the preceding sentence, if any provision of any code, ordi-  
964 nance, rule or regulation of the Village, or any interpretation of any of the foregoing, is  
965 hereinafter adopted, amended or otherwise changed so as to be less restrictive upon  
966 Owner with respect to development of the Real Estate, or more beneficial to Owner  
967 with respect to such development, than is the case under the provisions of this Agree-  
968 ment, then, at the option of Owner, such less restrictive or more beneficial provision or  
969 interpretation shall control.

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## ARTICLE XII

975

### SUBDIVISION CONTROL

977 Throughout the Term of this Agreement, the following subdivision control provi-  
978 sions shall govern the development of the Real Estate:

980 A. One or more principal buildings may be placed upon any zoning lot with-  
981 out any requirement of subdivision or re-subdivision provided they form part of a uni-  
982 fied development, except that no more than one principal building shall be constructed  
983 on: (i) any lot of record located within any portion of the Real Estate devoted to  
984 detached single-family residential development; or (ii) any zoning lot within a Unified  
985 Retail Center, as hereinafter defined, which is less than two (2) acres in area and which  
986 is located adjacent to a state or county highway.

988 B. Owner shall have the right, but not the obligation, to subdivide, from time  
989 to time, the Real Estate, or any portion thereof, and nothing contained in this Agree-  
990 ment or in any Village ordinance shall be construed or interpreted so as to prevent such  
991 subdivision; provided that Owner shall subdivide lands on which detached single-family  
992 dwelling units are constructed. In seeking approval of a plat of subdivision, Owner,  
993 notwithstanding the provisions of Paragraphs B(3,4) of Appendix I of Article I of the  
994 Subdivision Control Ordinance, need only submit the information and documentation  
995 specified in Paragraphs B(3)(f, i, j, k) and B(4)(a, c, f). Subject to such compliance, upon  
996 Owner's request, the Village shall approve, or cause to be approved, preliminary and

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998 final plats of subdivision for the Real Estate, or portions thereof, simultaneously with,  
999 and at the same public hearings or meetings considering, approval of Preliminary or  
1000 Final Plans submitted by Owner pursuant to the provisions of Article 20A of the Zoning  
1001 Ordinance.

1003 C. The Village waives any requirements for "as built drawings" or "record  
1004 drawings" regarding the contouring of the Real Estate except to show "overland flood  
1005 routing as built" information on grading plans. Owner shall be required to submit "rec-  
1006 ord drawings" for installed public improvements prior to the Village's acceptance of  
1007 such improvements.

1009 D. The Village shall review all engineering drawings and specifications for  
1010 projects of less than two hundred (200) acres within thirty (30) days, or for projects of  
1011 greater than two hundred (200) acres within less than sixty (60) days of their submittal  
1012 to the Village and shall notify Owner, in writing, of any reasons for disapproving any  
1013 such drawings or specifications within said respective thirty (30) or sixty (60) day  
1014 period. If no such notification is given Owner, such drawings and specifications shall be  
1015 conclusively presumed to have been approved by the Village. If notification of disap-  
1016 proval is given Owner and Owner submits revised drawings or specifications pursuant  
1017 thereto, the Village shall have another thirty (30) days from the date of such new sub-  
1018 mittal to indicate, in writing, any reasons for disapproving such revised drawings or  
1019 such specifications. If no such notification is given Owner within said subsequent  
1020 thirty (30) day period, such revised drawings and specifications shall be conclusively  
1021 presumed to have been approved by the Village.

1023 E. Except as provided otherwise in this Paragraph E, existing trees and vege-  
1024 tation on the Real Estate may be removed by Owner as deemed necessary by the  
1025 Owner, and the Village shall permit the planting of types of trees prohibited by its ordi-  
1026 nances (such as willow trees) in landscaped areas more than 20 feet from rights-of-way.  
1027 The following provisions of this Paragraph E shall have no application to any elm tree,  
1028 any tree which is less than twenty (20) feet tall or any tree which is less than three (3)  
1029 inches in diameter. Owner agrees not to remove trees within one hundred (100) feet of  
1030 Harvey Lake or trees within the Estate, unless such removal is authorized by the Cor-  
1031 porate Authorities or is necessary for one or more of the following reasons: (i) to  
1032 remove trees which are determined to be diseased or subject to disease (which determi-  
1033 nation, at the request of the Village Manager, shall be undertaken, at Owner's expense,  
1034 by an independent tree expert); (ii) to open or enhance scenic vistas or views for exist-  
1035 ing developments within the Real Estate or developments which have received Final  
1036 Plan approval from the Corporate Authorities; (iii) to facilitate the construction of  
1037 roadways, bike paths and other improvements that provide access between the Parcels  
1038 or access to the improvements and amenities located within the Parcels; (iv) to under-  
1039 take drainage, flood control or utility improvements necessary or beneficial to the  
1040 development of the Real Estate and the improvements constructed, or to be con-  
1041 structed, within the Real Estate; or (v) to construct a parking lot for a museum. Owner  
1042 shall at all times act in good faith to preserve a maximum of existing healthy trees  
1043 within the Real Estate. If Owner determines to cause a presently existing healthy tree  
1044 to be removed, and if such tree is not transplanted to another location within the Real  
1045 Estate, then Owner shall cause a replacement tree to be planted within the Real  
1046 Estate. Insofar as may be practicable, any such replacement tree shall be comparable  
1047 in size and character to the tree removed up to a maximum of six (6) inches in diame-  
1048 ter.

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1051 F. The areas within public rights-of-way located within portions of the Real  
1052 Estate which have been developed may be seeded rather than sodded provided a suitable  
1053 grass cover is established (unless the Village, in writing, authorizes another method  
1054 requested by the Owner or unless the Illinois Department of Transportation requires  
1055 another method). Landscaped buffer strips abutting public rights-of-way shall include  
1056 materials such as grass, trees, shrubs, ground cover, timbers, rocks or other natural  
1057 materials, as reasonably determined by Owner and as approved by the Village.

1059 G. As and when non-residential development occurs along any portion of the  
1060 perimeter of the Real Estate abutting Milwaukee Avenue, Illinois State Route 60 or  
1061 Butterfield Road, berms of not less than three (3) feet in height shall be constructed  
1062 with respect to that portion; provided, however, that none of such berms shall be  
1063 required to be constructed to a height that is greater than necessary to provide appro-  
1064 priate screening of off-street parking facilities or parking areas.

1066 H. Berms may be constructed within public rights-of-way if they do not  
1067 exceed three (3) feet in height and shall be of such size as the Village may determine  
1068 provided that no berm shall be required to be constructed to a height that is greater  
1069 than necessary to provide appropriate screening of off-street parking facilities or  
1070 parking areas. The slope of said berms may not exceed a ratio of 5:1 within an area  
1071 five (5) feet in width measured from the paved streets (and in all other areas the slope  
1072 of said berms may not exceed a ratio of 3:1). All berms within public rights-of-way  
1073 shall be maintained by the adjacent property owner.

1075 I. Within all developed portions of the Real Estate, trees required to be  
1076 planted by Village ordinance shall be planted within parkways or in other locations  
1077 approved by Village. On all portions of the Real Estate (except those portions with  
1078 detached single-family residential dwelling units), trees within parkways may be  
1079 planted in groupings rather than at designated intervals. The number of trees provided  
1080 shall not be less than the number required by applicable Village ordinance unless other-  
1081 wise approved by the Corporate Authorities. All trees planted within parkways in other  
1082 than single-family residential developments shall be maintained by the adjacent prop-  
1083 erty owner. All trees planted within parkways in single-family residential developments  
1084 constructed on the Real Estate shall be maintained by the Village.

1086 J. With respect to the provision of water service to developments within the  
1087 Real Estate: (i) valves and extensions to the water distribution system shall be  
1088 arranged so that the service interruption caused by a break in any main will be limited  
1089 to eight hundred (800) feet in multiple-family residential developments within the Real  
1090 Estate and to one thousand (1,000) feet in all other developments within the Real  
1091 Estate; and (ii) velocity, discharge and head loss in water mains shall be computed using  
1092 a coefficient ("C") equal to 110 and said "C" factor of 110 shall be used by the Village  
1093 Engineer in calculating maximum daily consumption demands and in determining the  
1094 adequacy of fire flow capacity.

1096 K. Privately maintained irrigation systems may be installed on the Real  
1097 Estate utilizing water supplied from any water source located on the Real Estate pro-  
1098 vided such systems do not adversely impact water supplies downstream of Lake  
1099 Charles. With respect to such systems, private irrigation pipes may be installed within  
1100 the public rights-of-way; and private irrigation pipes and pumps may be installed and  
1101 maintained within the easements serving the Real Estate. All such irrigation pumps

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1103 and pipes shall be maintained by the property owner adjacent to said pumps and pipes,  
 1104 at said property owner's expense. "As built" drawings of any private irrigation pipes  
 1105 installed within public rights-of-way shall be provided to the Village immediately fol-  
 1106 lowing construction of such irrigation pipes.

1108 L. With respect to subdivision improvements constructed upon the Real  
 1109 Estate, Village review and Village Engineer review and inspection fees shall not exceed  
 1110 the following:

1114	ESTIMATED COST OF	VILLAGE ENGINEER	VILLAGE	VILLAGE ENGINEER
1115	CONSTRUCTION	REVIEW FEES	REVIEW FEES	INSPECTION FEES
1118	\$ 0 - 25,000	2.50%	1.0%	4.00%
1119	25,000 - 50,000	2.25%	1.0%	3.75%
1120	50,000 - 100,000	2.00%	1.0%	3.50%
1121	100,000 - 250,000	1.75%	1.0%	3.25%
1122	250,000 - 500,000	1.50%	1.0%	3.00%
1123	500,000 - 1,000,000	1.25%	1.0%	2.75%
1124	1,000,000 and over	1.00%	1.0%	2.50%

1128 ARTICLE XIII

1130 CONDOMINIUM REGULATIONS

1132 No ordinance, now existing or hereafter enacted, regulating condominiums shall be  
 1133 applicable to the Real Estate to the extent that the requirements of such ordinance are  
 1134 more restrictive than those of the Illinois Condominium Property Act, as amended from  
 1135 time to time. In the event that any portion of the Real Estate shall be developed under  
 1136 said Act, condominium covenants, conditions and restrictions shall be approved by the  
 1137 Village attorney, which approval shall not be unreasonably withheld or delayed, which  
 1138 shall include a provision giving the Village the right, but not the obligation, to enforce  
 1139 covenants or obligations of the association or the owners of the units as defined and  
 1140 provided within the Declaration of Condominium, and further giving the Village the  
 1141 right, upon 30 days' prior written notice specifying the nature of a default, to enter  
 1142 upon common areas and cure such default, or cause the same to be cured at the cost  
 1143 and expense of the association or the owner or owners thereof. The Village shall also  
 1144 have the right to charge or place a lien upon the property of the condominium associa-  
 1145 tion for the repayment of such costs and expenses, including reasonable attorneys' fees  
 1146 in enforcing such obligations.

1151 ARTICLE XIV

1153 SANITARY SEWER AND WATER SERVICE

1155 A. Existing Systems and Facilities. Owner shall have the continuing right,  
 1156 without payment of any fee or charge and without having to procure any special license  
 1157 or permit from the Village, but subject to the regulations of the Illinois Environmental  
 1158 Protection Agency, to use, maintain, restore and rebuild, without dedication or convey-  
 1159 ance to the Village or to others: the existing septic tanks and septic fields located on

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1161 the Real Estate; the existing water wells, service lines and storage facilities located on  
1162 the Real Estate; and the facilities appurtenant to each of the foregoing. Such tanks,  
1163 fields, wells, lines, facilities and appurtenances may be used by Owner to service: (i) all  
1164 existing uses upon the Real Estate; (ii) any irrigation system now in existence or here-  
1165 after to be provided with respect to any part of the Real Estate; (iii) uses hereafter  
1166 developed within the Estate; (iv) uses hereafter developed on any part of the Real  
1167 Estate as to which the Lake County Department of Public Works (the "County") fails or  
1168 refuses to provide sanitary sewerage treatment service or water service; and (v) (with  
1169 respect to the existing water wells, service lines and storage facilities) all water needs  
1170 for such parts of the Real Estate as may be served by a sewerage treatment facility of  
1171 the nature referred to in Paragraph C(3) of this Article XIV.

1173 B. Distribution Lines Within the Real Estate. All new sanitary sewerage lines  
1174 and water mains which are necessary to provide distribution of sanitary sewerage or  
1175 water supply within the Real Estate (hereinafter collectively referred to as the "Distri-  
1176 bution Lines") shall be constructed at the sole cost of Owner when necessary, subject to  
1177 the rights of recapture referred to in Paragraph E of this Article XIV. Owner shall have  
1178 no obligation to construct the Distribution Lines unless a Final Plan encompassing the  
1179 area in which any such lines are to be located has been approved by the Village; unless  
1180 Owner has undertaken the development of such area; and unless such Distribution Lines  
1181 are necessary to provide service to existing improvements within the Real Estate.  
1182 Owner shall not be required to oversize any Distribution Line for the purpose of serving  
1183 any land not included within the Real Estate unless Owner is reimbursed for all costs  
1184 incurred as a result of such oversizing pursuant to a recapture agreement or recapture  
1185 ordinance acceptable to Owner and Village.

1188 C. Sanitary Sewer Treatment and Water Supply.

1191 1. County. The Village agrees to use its best efforts to cause the County to  
1192 take all actions necessary or appropriate to make available to the Real  
1193 Estate the sanitary sewerage treatment facilities and water supplies  
1194 needed to adequately service the Real Estate as it may be developed pur-  
1195 suant to the terms of this Agreement. Such actions by the County shall  
1196 include: (a) any necessary expansion of the County's existing sewerage  
1197 treatment plant; (b) the connection to the Distribution Lines of sanitary  
1198 sewerage trunk lines and water mains, sized to adequately service the  
1199 needs of the Real Estate as it may be developed pursuant to the terms of  
1200 this Agreement, at such points along the perimeter of the Real Estate as  
1201 may be designated by Owner; and (c) the design, installation, construction  
1202 and operation of any facilities which may be required to make sanitary  
1203 sewerage treatment and water service available to the Real Estate.

1205 To the extent that any Distribution Lines are connected to a water  
1206 supply provided by the County or to a sanitary sewerage treatment facil-  
1207 ity provided by the County: (i) such lines shall be constructed of ductile  
1208 iron or P.V.C. or vitrified clay or any other pipe material permitted by  
1209 the County; and (ii) Owner shall dedicate all easements to the County and  
1210 the Village and all Distribution Lines to the Village and/or the County at  
1211 the Village's discretion, provided the Village or County accepts such dedi-  
1212 cation and assumes responsibility for the maintenance, repair and  
1213 replacement of such Distribution Lines.

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2. Other Municipalities and Other Sources. Whether or not adequate sanitary sewerage treatment facilities and/or water supply services are made available to the Real Estate by the County as aforesaid, Owner shall have the right, but not the obligation, to secure sanitary sewerage treatment and/or water supply services, adequate to serve all or any part of the Real Estate, from nearby municipalities or other available public or private sources, on a temporary or permanent basis. When requested, the Village shall use its best efforts to assist Owner in securing sanitary sewerage treatment and/or water services from such nearby municipalities or other available sources.
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3. Facilities Within the Real Estate. Whether or not adequate sanitary sewerage treatment facilities and/or water supply services are made available to the Real Estate by the County or by any nearby municipality or other source, Owner shall have the right, but not the obligation, to construct anywhere within the Real Estate such facilities and plants as may be appropriate (including, without limitation, a publicly or privately owned sanitary sewage treatment plant, a waste-water land treatment site and/or a digested sludge utilization site); to employ such methods as may be appropriate (including, without limitation, the so-called land application method); and to take such other actions (including, without limitation, the use of existing wells and the drilling of new wells on the Real Estate) as may be necessary or appropriate to meet the sanitary sewerage treatment and/or water supply needs of all or any part of the Real Estate. Notwithstanding the foregoing, without the approval of the Corporate Authorities, no sanitary sewage treatment site shall be located within one thousand (1,000) feet of any residential dwelling unit situated within the Village as of the date of this Agreement.
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4. Lake Michigan Water. The Village agrees to use its best efforts to cause an allocation of Lake Michigan water to be made for the benefit of the Real Estate in a quantity sufficient to adequately service the Real Estate as it may be developed pursuant to the terms of this Agreement. Such efforts shall include the taking of such actions as may be necessary to cause the County to obtain such allocation, or to cause such allocation to be made by the Central Lake County Joint Action Water Agency or by such other appropriate governmental agency or municipality as may be engaged in procuring or delivering Lake Michigan water to or near the Real Estate. If and when Lake Michigan water becomes available to any part of the Village, the Village represents that such water will be available to serve the Real Estate at each of the several existing water mains which presently are situated at or near the perimeter of the Real Estate. To the extent that those existing water mains do not abut the perimeter of the Real Estate, the Village will acquire, for the benefit of Owner and at Owner's sole expense, such easements as may be required to enable Owner, at Owner's sole expense, to bring water from those existing water mains to the Real Estate.
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5. Water Storage Site. To the extent the County should desire to construct a water storage reservoir on the Real Estate to serve the water supply needs of the users and residents of the Real Estate, Owner shall donate a portion

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of the Real Estate to the County, of an appropriate size and in such location as may be mutually acceptable to Owner, the Village and the County, at such time as the County is prepared to commence construction of such reservoir. Notwithstanding the foregoing, Owner shall not be required to make such donation, however, unless and until: (a) the County is prepared to assure the provision of an adequate water supply and adequate sanitary sewage treatment service to the Real Estate; and (b) to the extent Owner is required to pay, or a County ordinance then requires payment of, any special impact fee or charge to the County, the County has agreed to allow Owner a credit against Owner's obligation for such fee or charge for the fair value of such portion of the Real Estate.

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D. Easements. Upon the request of Owner, but at no expense to the Village, the Village shall acquire, or use its best efforts to cause the County to acquire, all easements and rights-of-way as may be needed to enable the Distribution Lines to be connected to outside sewerage trunk lines or water mains leading to such sanitary sewerage treatment plant and/or water supply as may be available to serve the Real Estate from time to time.

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E. Recapture. If so requested by Owner, the Village shall, to the fullest extent permitted by law, recapture, or use its best efforts to cause the County to recapture, on behalf of Owner, the cost and expenses of making sanitary sewerage treatment and water service available to and within the Real Estate, including the construction of Distribution Lines. Such recapture shall be made from any purchaser, grantee or developer of any portion of the Real Estate and from any property, other than the Real Estate, benefitted by the provision of such service and/or served by the Distribution Lines. Owner shall provide the Village with all information necessary to enable the Village to determine the amount and formula for such recapture, which shall be accomplished through appropriate ordinances and in accordance with the terms and provisions of a customary and reasonable recapture agreement.

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F. Best Efforts. The best efforts of the Village required under this Article XIV shall include, without limitation, the filing and diligent prosecution by the Village of such actions at law or in equity as may be requested by Owner to make available adequate sanitary sewerage treatment and/or water supply services to and within the Real Estate. To the extent that any such legal action is intended for the sole benefit of the Real Estate, Owner shall hold the Village harmless from and bear all costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by the Village in pursuing such action. To the extent that any such action is for the benefit of the Village as a whole, Owner shall bear no part of the cost and expenses incurred by the Village in pursuing such action except Owner's proportionate share paid on the same basis as all other property owners within the Village. To the extent that any such action is intended to benefit only the Real Estate and other specific properties located within the Village, Owner shall bear its proportionate share of such costs and expenses, computed on the basis of land area within that part of the Real Estate to be benefitted by any such action, as opposed to the land area of other properties to be so benefitted.

G. Disconnection. If, after two (2) years after the date of this Agreement, the County should fail or refuse to provide adequate sanitary sewerage treatment and/or water supply services to and within the Real Estate, and if it becomes necessary to disconnect any given undeveloped portion of the Real Estate from the Village in

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1321 order to secure adequate sanitary sewerage treatment and/or water supply service from  
1322 a nearby municipality or other source, then Owner, upon notice to the Village and the  
1323 continued failure after an additional six (6) month period to secure such service, shall  
1324 have the right and option, with respect to such portion of the Real Estate, to terminate  
1325 this Agreement and cause the disconnection of such portion of the Real Estate from the  
1326 Village, to which disconnection the Village shall consent. Under such circumstances,  
1327 however, the Village shall have the right to disconnect all, but not less than all, of the  
1328 remaining undeveloped portions of the Real Estate from the Village. To exercise the  
1329 right of termination and disconnection conferred by this Paragraph G, Owner shall  
1330 serve upon the Village written notice of Owner's intent to exercise such right. No such  
1331 notice may be served by Owner until after the expiration of twenty-four (24) months  
1332 following the date of this Agreement. After service of such notice by Owner, the Vil-  
1333 lage shall have six (6) months in which to cure any failure or refusal by the County  
1334 specified in Owner's notice. If such failure or refusal has not been cured within such  
1335 six (6) month period following such twenty-four (24) month period and such notice, then  
1336 the Village forthwith shall consent to the disconnection requested by Owner and this  
1337 Agreement shall terminate with respect to the undeveloped portion of the Real Estate  
1338 which has been so disconnected.

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ARTICLE XV

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STORM DRAINAGE AND EROSION CONTROL

1346 A. Owner shall provide all necessary storm sewers, detention systems and  
1347 compensatory storage in compliance with the Subdivision Control Ordinance, the exist-  
1348 ing Flood Plain Ordinance of the Village and other existing applicable laws and regula-  
1349 tions, as modified or amended pursuant to the terms of this Agreement. Storm water  
1350 detention may be provided on a "site-by-site" basis as the various portions of the Real  
1351 Estate are developed, provided, however, that no system for storm water detention  
1352 shall relate to a service area of less than fifteen (15) acres. To the extent possible,  
1353 required storm water drainage and detention for the Real Estate may be provided  
1354 through a system of lakes, ponds or detention areas or by interconnection through natu-  
1355 ral or man-made drainage routes on the property servicing the entire Real Estate  
1356 rather than detention being provided within individual parcels or developmental phases  
1357 within the Real Estate. However, storm water drainage shall be provided in the amount  
1358 necessary for each such developmental phase. The detention system, at the Village's  
1359 option, shall either be dedicated to the Village or maintained by the Owner in accor-  
1360 dance with covenants recorded against the Real Estate for that purpose in a safe, sani-  
1361 tary and sightly manner. In determining whether any lot satisfies zoning standards, any  
1362 part thereof within a detention or retention system shall be included as part of the area  
1363 of said lot; provided, however, that no more than ten percent (10%) of any lot area  
1364 requirement may be satisfied by the inclusion of land within a detention or retention  
1365 system and provided that no lot area requirement may be satisfied by the inclusion of  
1366 public land for which a public body has paid consideration.

1368 B. The following detention and storm water management standards shall  
1369 apply to all developments within the Real Estate where storm water detention is  
1370 required:

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1. Detention basins within the Real Estate shall be designed with water course release rates and detention volumes determined in accordance with presently existing regulations of the Metropolitan Sanitary District of Greater Chicago for all storm frequencies up to a 100 year storm. Wet detention areas shall be sloped with a maximum slope of 3:1 from bottom of lake to water level and with a maximum slope of 4:1 from water level to top of pond bank. Safety ledges shall be provided in accordance with Village ordinances, existing as of the date of this Agreement. Detention basins may have a maximum difference in water elevation between normal and high water level of eight (8) feet on all portions of the Real Estate other than those containing residential development, and in such latter developments such basins shall not exceed four (4) feet between normal and high water elevation. Rip rap will not be required but shall be permitted in the detention areas. The detention area banks above the water level shall be seeded. The Village Engineer shall not require storm water detention facilities to be constructed with water course release rates or detention volumes greater than those contained herein.
  
2. Except as provided in Paragraph G(6) of Exhibit F, the Village waives any requirement that non-residential buildings be set back a minimum of 100 feet from waterways or lakes and, subject to any relevant yard requirements, agrees to permit buildings within the Real Estate to be constructed up to the edge of drainage easements and detention easements.
  
3. With respect to all development within the Real Estate (other than single-family residential development), storm water management may be provided by underground storm sewers or, under the following conditions, by open channels, ditches or swales: (a) in watershed areas consisting of more than forty (40) acres, (b) where a storm underdrain is provided to accommodate a one (1) year rainfall, (c) where the capacity of the ditch and pipe combined is adequate to carry the 100 year rainfall and (d) where such channels, ditches or swales are located in rear or side yards and green areas only. In single-family residential developments within the Real Estate, storm water management may be provided by open channels or ditches only in watershed areas larger than forty (40) acres. No maintenance roadway need be provided in connection with the provision of storm water management by open channels, ditches or swales on any portion of the Real Estate provided Owner establishes an access easement to such channels, ditches or swales, at the request of the Village Engineer, if such channels, ditches or swales are designed to carry 50 cfs. or more of storm water. No underdrain need be provided for channels that have three-quarters of one percent or more slope. Such storm water management shall be provided in accordance with engineering practices acceptable to the Village Engineer, and no open channels, ditches or swales shall be located within any public right-of-way. Ditch side slopes shall be a maximum ratio of 3:1 and shall be seeded. In all portions of the Real Estate improved with commercial, office or limited industrial developments, storm water collected in inlets and catch basins may be discharged directly into an open channel, swale or ditch.

- 1425 4. Storm water detention areas shall be designed using runoff coefficient  
1426 ("C") values based upon impervious area values of 0.95 and pervious area  
1427 values of 0.40.
  
- 1429 5. Precast concrete end sections shall have a poured concrete foundation 12  
1430 inches wide by 3 1/2 feet deep, extending the length of the end section  
1431 plus 1 foot.
  
- 1433 6. The owner of any parcel upon which a detention area, drainage swale or  
1434 ditch is located shall be responsible for the maintenance of any such  
1435 detention area, swale or ditch, including maintenance of landscaping, any  
1436 necessary dredging, and the maintenance of such facilities in proper func-  
1437 tioning condition unless a homeowners, condominium or property owners  
1438 association is established for such purposes, or unless the Village elects to  
1439 own such facilities, in which case such association or the Village, as the  
1440 case may be, shall undertake such maintenance. The Village shall have  
1441 the right to enter upon the Real Estate and maintain all detention areas,  
1442 swales or ditches not owned by it, upon any owner's or association's failure  
1443 to do so (after reasonable notice and the continued failure of such owner  
1444 or association to maintain such system), and to assess such owner or such  
1445 association for the costs (including attorneys' fees and litigation expenses)  
1446 reasonably incurred by the Village in undertaking such maintenance. No  
1447 privately maintained detention facility need be constructed with aeration  
1448 equipment.
  
- 1450 7. At no time shall Owner be obligated to provide full-time inspection serv-  
1451 ices by Owner's Engineer during the course of construction of any storm  
1452 sewage system, water distribution system or sanitary sewage collection  
1453 system provided, at all times, that a designated authorized representative  
1454 of Owner is present.
  
- 1456 8. The Village will permit wetlands, as designated by the U.S. Army Corps of  
1457 Engineers, to be used for storm water detention and, in order to enable  
1458 such use, will waive all requirements relative to slope, underdrain and  
1459 other engineering specifications contained in this Agreement and the Sub-  
1460 division Control Ordinance.

**ARTICLE XVI**

**INTERNAL AND EXTERNAL ROADWAY  
IMPROVEMENTS; STREET LIGHTING AND SIDEWALKS**

1469 Owner's obligations and responsibilities with respect to the dedication, design,  
1470 construction and improvement of streets, roads, highways and sidewalks existing or to  
1471 be constructed on, within, adjacent to or in the immediate vicinity of the Real Estate  
1472 shall be limited to the following:

- 1475 A. Internal Roadway Improvements.
  
- 1478 1. Owner may use existing roads within the Estate, without improving or  
1479 dedicating same, for uses currently existing within the Estate and for the  
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museum and museum related uses which may hereafter exist on the Estate. With respect to the balance of the existing roads within the Real Estate, Owner may continue to use such roads, without improving or dedicating same, provided the nature of the use of the roads does not change and the uses being served do not change.

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2. All new streets and roads within the Real Estate which are necessary to provide access to or within any development within the Real Estate shall be constructed at Owner's expense and, except as hereinafter provided, shall be dedicated to the Village. Owner shall have no obligation to construct any streets or roads (whether publicly or privately owned), or to dedicate any rights-of-way for street or road purposes to the Village, unless a Final Plan encompassing the area in which such streets, roads or rights-of-way are to be located has been approved by the Village; unless Owner has undertaken the development of such area; and unless such streets, roads or rights-of-way are necessary to provide access to existing or proposed improvements within the Real Estate.

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3. Owner may classify as "private": (a) any access drive, lane or road which is intended solely for the benefit of a private development; or (b) any street within a privately developed planned residential or business community having a limited number of access points, and having a privately maintained security program designed to prohibit access by any party other than the occupants of such community and their invitees. Any drive, lane, road or street so classified as private: (i) shall not be dedicated to or accepted by the Village, and the Village shall be under no obligation to maintain or repair same; (ii) shall be maintained by Owner, at Owner's expense, in a manner that will permit free and unobstructed access to Village vehicles providing fire, police protection or other municipal services; and (iii) shall contain such traffic control markers as the Village may reasonably require.

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4. All new public and private streets to be constructed within the Real Estate shall be constructed in accordance with the requirements for public streets as set forth in the Subdivision Control Ordinance, as such ordinance is limited by this Agreement, based upon the proposed usage of such streets. Notwithstanding any provision to the contrary contained in the Subdivision Control Ordinance, the following provisions shall apply to the construction of streets within the Real Estate:

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(a) Rights-of-Way and Widths of Pavement.

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(i) Residential Development.

In residential developments, collector streets shall be constructed within a right-of-way of eighty (80) feet with thirty-nine (39) feet of pavement back-of-curb to back-of-curb and local streets shall be constructed within a right-of-way of sixty (60) feet with twenty-seven (27) feet of pavement back-of-curb to back-of-curb. Notwithstanding the foregoing, in attached

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single-family, townhouse and multiple-family residential developments, local streets may be constructed, with the approval of the Village Manager, within a right-of-way of twenty-seven (27) feet with twenty-seven (27) feet of pavement back-of-curb to back-of-curb provided ten (10) foot utility easements are created on each side of such right-of-way.

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(ii) Non-residential Development.

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In non-residential developments, collector streets shall be constructed within a right-of-way of seventy (70) feet, with ten (10) foot wide utility easements created on each side of such right-of-way, thirty-nine (39) feet of pavement back-of-curb to back-of-curb, and dead-end streets and cul-de-sacs shall be constructed within a right-of-way of sixty-six (66) feet with twenty-seven (27) feet of pavement back-of-curb to back-of-curb.

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(iii) Private Streets Throughout the Real Estate.

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Notwithstanding paragraphs (i) and (ii) above, no rights-of-way need be established where private streets are constructed within the Real Estate provided adequate utility easements abutting such private streets are created.

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(b) A crushed granular subbase and a crushed aggregate base course may be used in the construction of streets if the entire pavement section equals a structural number of 3.5 or greater. Gravel derived from the area in and around Lake Charles may be used as a granular subbase or base course if such gravel meets Village standards for construction purposes.

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(c) Alleys need not be constructed within any development within the Real Estate. With respect to all developments within the Real Estate (other than single-family residential developments), the Village shall waive its maximum permitted block length of one thousand (1,000) feet.

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(d) In attached and detached single-family residential developments, cul-de-sacs may be constructed to a length of six hundred (600) feet. In multiple-family residential, commercial, office and limited industrial developments, cul-de-sacs may be constructed to a length of one thousand five hundred (1,500) feet.

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- (e) All concrete public improvements shall be constructed of concrete having a compressive strength of 3,500 pounds per square inch within twenty-eight (28) days of pouring.
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- (f) On collector streets, the center line of curves shall be 325 foot radii minimum with at least 200 foot tangent sections between each set of curves unless a radius of 525 feet or more is provided. On non-collector streets, the center line of curves shall be 200 foot radii minimum with at least 200 foot tangent sections between each set of curves unless a radius of 300 feet or more is provided.
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- (g) Underdrains shall only be required to be constructed one hundred (100) feet each side of a low point on each side of the street unless wet soils are encountered in which event underdrains may be required.
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- (h) When proof rolling the subgrade of any parking area or driveway, no subgrade need be recompacted, or undercut and replaced, unless such subgrade allows a deflection of more than one half inch (1/2") at any wheel (or such greater deflection as may be acceptable to the Village Engineer).
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- (i) When proof rolling the sub-base course, base course and binder course of any parking area or driveway, no such sub-base course, base course or binder course need be recompacted, or undercut and replaced, unless the maximum deflection upon proof rolling exceeds three eighths inch (3/8") at any wheel, in the case of proof rolling of the sub-base course; one quarter inch (1/4") at any wheel, in the case of proof rolling of the base course; and one eighth inch (1/8") in the case of proof rolling of the binder course, unless approved by the Village Engineer.
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- (j) On all streets, saw-cutting of barrier-type curbs shall be permitted for driveway entrances.
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- (k) Midblock crosswalks shall be required only in residential developments and only where a local or collector street is longer than one thousand six hundred (1,600) feet in length measured along the longest continuous right-of-way.
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- (l) If subgrade is undercut and replaced with angular stone three (3) inches in diameter or larger and if an aggregate sub-base or base course is specified in the pavement section, the depth of undercut shall be at least six (6) inches.
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- (m) Transverse control joints shall not be required in flexible pavements, unless such a requirement is established by the State of Illinois, Department of Transportation.

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5. Upon completion (in accordance with applicable standards) of any public street, or that part of any public street which lies within a particular development phase, Owner shall dedicate such street to the Village and the Village shall accept ownership thereof and thereupon assume responsibility for all maintenance, repair and replacement thereof.

6. East-West Roadway. This Paragraph A(6) shall apply only to new roads or streets to be constructed within the Real Estate; it shall have no application to the existing farm road system. A new road system within the Real Estate which provides vehicular access to or from Milwaukee Avenue and to or from Butterfield Road shall be referred to as an "East-West Roadway" for the purposes of this Agreement. The Village shall have the right to require the construction of an East-West Roadway only if such a road system is made necessary by application of the following standards:

(a) At no time shall Owner be required to construct a thoroughfare for the benefit of non-residents or non-users of the Real Estate seeking to travel between Milwaukee Avenue and Butterfield Road.

(b) Construction of an East-West Roadway may be required if the need for same is demonstrated by a traffic study (to be submitted at the time of Plan approval as required by Article 20A of the Zoning Ordinance) which considers only the traffic patterns and trip generation rates of residents and users of those portions of the Real Estate as to which one or more Final Plans have been approved.

(c) Notwithstanding (b) above, the Corporate Authorities shall give reasonable consideration to any request by Owner that the requirement of an East-West Roadway be waived, provided such a request is based on a showing that the relevant portions of the Real Estate are to be developed at an intensity substantially less than permitted under this Agreement and that construction of East-West Roadway would be detrimental to development of a golf course or private residential community of the nature described in Paragraph A(3)(b) of this Article XVI. Following consideration of such a request and such a showing, the Corporate Authorities, in their discretion, may waive any requirement that an East-West Roadway be constructed.

The north-south line which is the easterly line of Sections 29 and 32 of Township 44 North, Range 11 East of the Third Principal Meridian, and which is the westerly line of Sections 28 and 33 in said Township, is hereinafter referred to as the "Section Line". If, through application of the above standards, construction of an East-West Roadway is required, then the following provisions shall apply:

(d) Although Owner may be required to construct certain segments of the East-West Roadway at an earlier time or times, construction of all that portion of the East-West Roadway running from Butterfield Road to the North-South Roadway (as defined in Paragraph A(7) below) shall not be required until 50% of the lands within the Real

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- Estate situated west of the Section Line have become the subject of duly executed and recorded plats of subdivision.
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- (e) Although Owner may be required to construct certain segments of the East-West Roadway at an earlier time or times, construction of that portion of the East-West Roadway running from the North-South Roadway to Milwaukee Avenue shall not be required until 50% of the lands within the Real Estate situated east of the Section Line and north of the Elgin, Joliet & Eastern Railway (the "EJ&E") have become the subject of duly executed and recorded plats of subdivision.
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- (f) For purposes of the 50% test set forth in (d) and (e) above and Paragraphs A(7)(b) and (e) below, no body of water, and no lands which are owned by a public body or which are to be devoted to a public use, shall be deemed to be subject to a plat of subdivision.
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- (g) In no event shall Owner be required to construct more than one East-West Roadway.
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- (h) Except for the East-West Roadway, no street, road or system constructed within the Real Estate for the purpose of providing vehicular access to or from Milwaukee Avenue, or to or from Butterfield Road, need exceed two (2) lanes in width.
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7. North-South Roadway.
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- (a) If there has been constructed within Parcel 1-B a new road system (not including any part of the existing farm road system) which provides ingress and egress between Milwaukee Avenue and any point which is due north of the present northerly terminus of Lakeview Parkway; or
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- (b) If 50% of the lands within the Real Estate situated west of the Section Line have become the subject of duly executed and recorded plats of subdivision; or
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- (c) If 50% of the lands within the Real Estate situated east of Section Line and north of the EJ&E have become the subject of duly executed and recorded plats of subdivision; and
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- (d) If the Village has obtained (at no cost to it) all authorizations, permits and licenses necessary for a grade crossing of the railroad tracks of the EJ&E so as to permit vehicular access from Lakeview Parkway to that part of the Real Estate which is situated north of the EJ&E;
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- then, the Village shall have the right to require the construction of a road system (the "North-South Roadway") which connects Lakeview Parkway to the road system described in (a) above, if any, or, if no road system meeting the criteria established in (a) above has been constructed, to such

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part of the East-West Roadway as was required to be constructed pursuant to Paragraph A(6) above. If more than one road system meets the criteria established in (a) above, then the North-South Roadway may be required to extend from Lakeview Parkway to that road system having the northern-most intersection with Milwaukee Avenue. Notwithstanding any language herein to the contrary, nothing contained in this Paragraph A(7) shall require Owner to construct or extend any North-South Roadway to a length greater than is needed to serve any development within the Real Estate.

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8. If the construction of any East-West Roadway or any North-South Roadway is required, the following provisions shall apply to either or both of such roadways:

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(a) It may be in such location and may follow such a course as Owner may determine; it may be curvilinear in nature and may meander through the Real Estate so as to discourage its use by non-residents and non-users of the Real Estate; it may consist of a single street or road or, at Owner's option, it may be comprised of multiple streets or roads.

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(b) It may be private in nature only if: (i) all of Parcel 1 is devoted to a private residential community of the nature described in Paragraph A(3)(b) of this Article XVI (except for those portions of Parcel 1 which may be devoted to commercial uses pursuant to Paragraphs G and H(iii) of Article VIII of this Agreement); and (ii) such roadway is constructed in accordance with the requirements of the Subdivision Control Ordinance, as modified by the provisions of this Agreement.

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(c) It may be constructed in stages (in terms of length and pavement cross-section) when and as required by Owner throughout the course of development of the Real Estate in order to accommodate the vehicular needs of residents and users of the Real Estate, as provided in Paragraph A(2) of this Article XVI.

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(d) It shall not be required to have more than a ninety (90) foot dedicated right-of-way plus a ten (10) foot utility easement (with curb, gutter and necessary storm water drainage improvements); at Owner's option, it may be constructed of asphalt.

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(e) It shall not be required to have more than a forty-eight (48) foot edge-of-pavement to edge-of-pavement cross-section; if the Village should desire any additional improvements or any widening thereof beyond a forty-eight (48) foot edge-of-pavement to edge-of-pavement cross-section, such improvements or widening shall be undertaken by and at the expense of the Village.

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(f) If both an East-West Roadway and a North-South Roadway are constructed within the Real Estate, then, if and when traffic warrants justify the need for such installation, Owner, at Owner's expense,

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1808 may be required to install one traffic signal at the intersection of those roadways.

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1811 (g) Except for that part of the North-South Roadway lying between  
1812 the present northerly terminus of Lakeview Parkway and that part  
1813 of the Real Estate lying north of the EJ&E, Owner shall not be  
1814 required to construct, or bear any expense on account of, any part  
1815 of the North-South Roadway or any East-West Roadway situated  
1816 upon lands owned by any public body (other than the Village, the  
Vernon Hills Park District or any school district).

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1819 (h) With respect to any East-West Roadway or any North-South Road-  
1820 way, until it has been determined that either: (i) such a roadway  
1821 has been or will be required and the course thereof has been estab-  
1822 lished; or (ii) no such roadway will be required; no Final Plan  
1823 regarding any development phase within Parcel 1, Parcel 2 or Par-  
1824 cel 3 shall permit any construction or use which would preclude the  
eventual construction of such roadway.

1827 B. Milwaukee Avenue/Butterfield Road, Illinois State Route 60.

1830 1. With respect to Milwaukee Avenue, Butterfield Road and Illinois State  
1831 Route 60, Owner's obligations shall be limited to the following:  
1832 (i) designing and undertaking, at Owner's expense, acceleration and decel-  
1833 eration turning lanes only when and as necessary to the development of  
1834 the Real Estate or a specific portion thereof, and only when and to the  
1835 extent required by the Illinois Department of Transportation (with respect  
1836 to Milwaukee Avenue and Illinois State Route 60) or by the Lake County  
1837 Highway Department (with respect to Butterfield Road) or by the Village;  
1838 (ii) installation of traffic signalization improvements when and to the  
1839 extent necessary to the development of the Real Estate or a specific por-  
1840 tion thereof and when and to the extent permitted by and required by the  
1841 Illinois Department of Transportation (with respect to Milwaukee Avenue)  
1842 or the Lake County Highway Department (with respect to Butterfield  
1843 Road), provided, however, Owner shall be required to bear only its propor-  
1844 tionate share of the cost of such improvements; and (iii) dedicating with-  
1845 out cost to any governmental body, to the extent that such right-of-way  
1846 has not been theretofore dedicated, sufficient right-of-way to permit con-  
1847 struction, by parties other than Owner, of one additional southbound lane  
1848 on Milwaukee Avenue and one additional northbound lane on Butterfield  
1849 Road, provided, however, that Owner shall not be required to make any  
1850 such dedication until the grantee of such dedication is prepared and able  
1851 to undertake such construction, at no cost to Owner, and provides Owner  
1852 with such assurances as Owner deems adequate to enable Owner access to  
1853 Milwaukee Avenue or Butterfield Road, as applicable, upon development  
1854 of the portion of the Real Estate abutting the area to be dedicated.

1856 2. Owner shall not be required or compelled by the Village, to widen or  
1857 improve, or pay for the widening or improvement of either Milwaukee  
1858 Avenue, Butterfield Road or Illinois State Route 60 or, except as provided  
1859 herein, to dedicate a portion of the Real Estate so as to permit the  
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1861 widening or improvement of either Milwaukee Avenue, Butterfield Road  
1862 or Illinois State Route 60. Notwithstanding the foregoing, if either the  
1863 Illinois Department of Transportation (with respect to Milwaukee Avenue)  
1864 or the Lake County Highway Department (with respect to Butterfield  
1865 Road) fails to impose any requirement upon Owner with respect to the  
1866 widening or improvement of Milwaukee Avenue or Butterfield Road in  
1867 order to accommodate the vehicular traffic needs of residents and users  
1868 of the Real Estate (as determined by the traffic studies considered by the  
1869 Corporate Authorities at the time of consideration of a Preliminary Plan),  
1870 then the Village shall have the right to impose such a requirement on  
1871 Owner; provided, however, that Owner's obligations with respect to the  
1872 widening or improvement of such roadways shall be limited by the amount  
1873 of traffic being generated by the residents and users of the Real Estate (as  
1874 determined by the aforementioned traffic studies).

1876 3. The Village shall have no responsibility to pay for any improvements  
1877 referred to in this Paragraph B.

1879 C. Street Lighting. Street lighting poles and luminaires levels shall be in  
1880 conformance with Appendix II to the Subdivision Control Ordinance (Engi-  
1881 neering Standards and Specifications) except that: (i) street lights shall be  
1882 provided at intersections, sharp curves and within island medians;  
1883 (ii) street lights shall be provided at five hundred (500) foot spacings in  
1884 non-residential developments constructed on the Real Estate; and  
1885 (iii) street lights shall be provided at two hundred (200) foot spacings in  
1886 residential developments constructed on the Real Estate. Cable for street  
1887 lighting may be installed in uniduct, except under roads where conduit  
1888 will be installed. The installation and operation of street lights in  
1889 commercial/retail and limited industrial developments shall not be a pre-  
1890 requisite to the issuance of building or occupancy permits, provided that  
1891 street lights within a particular phase of a commercial/retail or limited  
1892 industrial development shall be installed within six (6) months (weather  
1893 conditions and other factors beyond the Parties' control permitting) fol-  
1894 lowing the issuance of the first occupancy permit in that particular  
1895 phase. All street light poles to be installed on the Real Estate will use  
1896 Illinois State standard concrete foundations. No direct burial poles will be  
1897 permitted.

1900 D. Sidewalks.

1903 1. Owner shall construct sidewalks along all portions of the Real Estate  
1904 abutting Milwaukee Avenue, Butterfield Road and Illinois State Route 60.  
1905 Such sidewalks shall connect to existing or proposed sidewalks on ad-  
1906 joining portions of the Real Estate.

1908 2. No sidewalks shall be required in multiple-family residential, commercial,  
1909 or limited industrial developments within the Real Estate, or within pri-  
1910 vately developed communities of the nature described in Paragraph  
1911 A(3)(b) of this Article XVI; provided an adequate walkway system is  
1912 approved as part of a Preliminary or Final Plan for such development or  
1913 community.

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3. All sidewalks constructed within the Real Estate shall be constructed at Owner's expense. All sidewalks which Owner is required to construct, and all sidewalks which Owner, at Owner's option, elects to construct within publicly dedicated rights-of-way or easements, shall be dedicated to, and accepted by, the Village upon posting of the customary bonds. Acceptance by the Village shall be without prejudice to Owner's continuing obligation to repair such sidewalks for a period of two (2) years following the date of such dedication. After such two (2) year period, the Village shall be responsible for maintenance, repair and replacement of such sidewalks.

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4. Owner shall have have no obligation to construct any sidewalks (whether publicly or privately owned), or to dedicate any easements or rights-of-way for sidewalk purposes to the Village, unless a Final Plan encompassing the area in which such sidewalks, easements or rights-of-way are to be located has been approved by the Village; unless Owner has undertaken the development of such area; and unless such sidewalks, easements or rights-of-way are necessary to provide pedestrian access to existing or proposed improvements within the Real Estate.

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ARTICLE XVII

1940

DEDICATION OF EASEMENTS AND RIGHTS-OF-WAY

To the extent that any of the improvements described in Articles XIV and XV are dedicated to, and accepted by, any governmental body, Owner shall dedicate, without cost to the such governmental body, such easements within and upon the Real Estate, at such locations as are mutually acceptable to Owner and such governmental body, as may be necessary for the maintenance of such improvements.

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ARTICLE XVIII

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PARK, SCHOOL AND OTHER DONATIONS

A. Special Donation. At or before the time of issuance by the Village of a building permit for the 500th residential dwelling unit to be constructed within the Real Estate, Owner shall donate and convey to the Village (or to such public body as the Village may designate) for use as park land or for such other municipal purpose as the Village may deem appropriate: (i) a tract of five (5) acres of contiguous land at a location determined by Owner; and (ii) all that part of Parcel 4 lying westerly of Lakeview Parkway, being a 120 foot strip of land running along the southerly boundary of the EJ&E right-of-way from Butterfield Road to Lakeview Parkway.

B. Determination of Estimated Population. The park and school donation requirements hereunder shall be determined by reference to the estimated population to be generated by development of the Real Estate or portions thereof. As part of the approval of a Preliminary Plan for any development phase which is to include residential dwelling units, a determination shall be made as to the extent of the park and school donations which are to be required as a condition of approval of a Final Plan for such development phase. No donation of land or cash required with respect to any

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1971 development phase need be made until a Final Plan for such phase has been approved.  
1972 In considering approval of any Preliminary Plan for a development phase which  
1973 includes residential dwelling units, the characteristics of such units (e.g., type of unit,  
1974 number of bedrooms per unit, etc.) shall be used to determine the estimated total popu-  
1975 lation to be generated from the development phase in question and, of that population,  
1976 the estimated number of students to be included in each of the following classifications:  
1977 (i) kindergarten through 5th grade; (ii) 6th grade through 8th grade; and (iii) 9th grade  
1978 through 12th grade (high school). Except as provided below, calculation of the above  
1979 estimates are to be made through use of the 1983 Table Of Estimated Population of the  
1980 Associated Municipal Consultants (the "1983 Table"). If the Associated Municipal Con-  
1981 sultants should revise the 1983 Table (a "Revised Table") based upon new demographic  
1982 information that is applicable within all of Illinois and if the Village amends the Subdi-  
1983 vision Control Ordinance to incorporate a Revised Table into such Ordinance, then cal-  
1984 culation of the above estimates shall be made through use of such Revised Table; pro-  
1985 vided, however, that no Revised Table shall be applicable to the Real Estate for a  
1986 period of seven (7) years after the date of this Agreement. If Owner should contend  
1987 that use of either the 1983 Table, or any Revised Table, would be inappropriate for pur-  
1988 poses of estimating population (within a particular development phase under considera-  
1989 tion, within a development phase as to which a Final Plan previously has been  
1990 approved, or both), then Owner shall file a written objection accompanied by such  
1991 demographic materials as are deemed relevant and an alternate formula for estimating  
1992 population. In such a case, based on Owner's submission and such additional information  
1993 as may be submitted by any affected school or park district or by any other interested  
1994 party, the Corporate Authorities shall, impartially, reasonably and in good faith, deter-  
1995 mine whether to use the 1983 Table (or, if applicable, such Revised Table) or the alter-  
1996 nate formula proposed by Owner for purposes of estimating populations.

1998 Notwithstanding the foregoing, no calculation of estimated population to be  
1999 made for purposes of determining school donation requirements shall include or refer to  
2000 the estimated population within any senior citizen/elderly/congregate housing unit.  
2001 The calculation of estimated population to be made for purposes of determining park  
2002 donation requirements may include or refer to the estimated population within any  
2003 senior citizen/elderly/congregate housing unit but only to the extent that such esti-  
2004 mated population is anticipated to be ambulatory.

2006 The population estimates calculated for a particular development phase as pro-  
2007 vided above shall be added to the comparable estimates determined with respect to  
2008 each previously approved Final Plan which included residential dwelling units to be  
2009 constructed within the Real Estate. The resulting totals shall be hereinafter referred  
2010 to as the aggregate population estimates -- one such aggregate for total population and  
2011 one aggregate for each of the three school classifications. The aggregate total popula-  
2012 tion estimate shall be further divided into two categories -- one for that part of the  
2013 Real Estate lying north of the EJ&E, and one for that part of the Real Estate lying  
2014 south of the EJ&E.

2017 C. Required Donations for Parks.

2019 1. As a condition of approval of any Final Plan which includes residential  
2020 dwelling units to be constructed within that part of the Real Estate lying north of the  
2021 EJ&E, Owner shall be required to have donated for park purposes an aggregate quantity  
2022 of land equivalent to 10 acres for every 1,000 persons within the aggregate total

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2024 population estimate for those portions of the Real Estate lying north of the EJ&E,  
2025 including the estimated population to be generated by the Plan under consideration and  
2026 all previously approved Final Plans. The required acreage shall be adjusted proportion-  
2027 ately for population increments which are more, or less, than 1,000. To illustrate the  
2028 foregoing, if previously approved Final Plans within Parcel 1 gave rise to an estimated  
2029 population of 2,500, and if a Plan under consideration would add an estimated popula-  
2030 tion of another 1,250 persons, the aggregate total population estimate to be considered  
2031 would be 3,750 and Owner would be required to have donated 37.5 acres for park pur-  
2032 poses. In such a case, if 37.5 acres or more already had been donated for park purposes  
2033 by Owner, no further park donation would be required; if 35 acres previously had been  
2034 donated by Owner for park purposes, the donation of only another 2.5 acres would be  
2035 required. The calculation to be made for this purpose shall be cumulative and the Final  
2036 Plan for an individual development phase shall be approved without regard to park  
2037 donation requirements, provided that the park donation requirements of this Agree-  
2038 ment have been satisfied on an aggregate basis with respect to all estimated population  
2039 to be generated from residential dwelling units included within that development phase  
2040 and all previously approved phases within that part of the Real Estate lying north of  
2041 the EJ&E.

2043 2. Because of the nature of the land within that part of the Real Estate lying  
2044 south of the EJ&E, the natural amenities thereon, the projected use thereof and the  
2045 Special Donation required above, no further donation of land or cash for park purposes  
2046 shall be required with respect to the estimated population to be generated by any resi-  
2047 dential dwelling unit to be constructed south of the EJ&E.

2049 3. Notwithstanding Paragraph C(2) above, if, because of substantial damage  
2050 to the principal residence building presently situated on the Estate, any part of the  
2051 Estate is to be devoted to new residential uses as provided in Paragraph I of Article VIII  
2052 hereof, then, as a condition of approval of any Final Plan relating to such new residen-  
2053 tial uses and each subsequent Final Plan which includes residential dwelling units to be  
2054 constructed within Parcel 4, Owner shall be required to have donated for park purposes  
2055 an aggregate quantity of land within Parcel 4 equivalent to ten (10) acres for every  
2056 1,000 persons within the aggregate total population estimate for those portions of the  
2057 Real Estate lying south of the EJ&E, including the estimated population to be generated  
2058 by the Plan under consideration and all previously approved Final Plans. The required  
2059 acreage shall be adjusted proportionately for population increments which are more, or  
2060 less, than 1,000. Calculation of the amount of any lands to be donated within Parcel 4  
2061 shall be on a cumulative basis, employing the principles stated or illustrated in the last  
2062 two sentences of Paragraph C(1) above, except that lands within that part of Parcel 4  
2063 lying westerly of Lakeview Parkway (the 120 foot strip) which have been, or are to be,  
2064 donated shall be counted at only 50% of actual acreage, so that only nine (9) acres of  
2065 credit shall be given for a donation of all eighteen (18) acres therein.

2067 D. Credits to Be Applied Against Required Park Donations. In determining  
2068 the quantity of land which has been donated by Owner for park purposes from time to  
2069 time, Owner shall receive credit for the area encompassed by each of the following  
2070 (each of which shall be deemed to constitute land which has been donated by Owner for  
2071 park purposes): (i) cash donations made by Owner pursuant to Paragraph G of this Arti-  
2072 cle XVIII -- Owner shall be deemed to have donated land at the rate per acre at which  
2073 such cash donation was made; (ii) lands within the Real Estate which have been  
2074 acquired by any public body through the exercise of condemnation powers or through

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2076 conveyances made under the threat of such condemnation -- but only to the extent such  
2077 lands may be used for all park district purposes; (iii) any lands adjacent to Lake Charles  
2078 within which the construction of improvements is prohibited by Village ordinance, by  
2079 deed restriction, by the provisions of this Agreement or by the terms and conditions of  
2080 any approved Final Plan -- but only to the extent the public may make use of such  
2081 land; (iv) 10% of the area within Lake Charles (up to a maximum of four (4) acres) --  
2082 but only if such lake may be used for recreational purposes such as boating, swimming,  
2083 fishing or ice skating; and (v) in the discretion of the Corporate Authorities, lands  
2084 devoted to private recreational facilities such as playgrounds, swimming pools, tennis  
2085 courts and the like.

2087           E.     Required Donations for Schools. As a condition of approval of any Final  
2088 Plan including residential dwelling units to be constructed upon the Real Estate, Owner  
2089 shall be required to have donated for school purposes aggregate quantities of land as  
2090 hereinafter set forth (in each case below, reference to the aggregate number of stu-  
2091 dents is intended to include estimated students to be generated under the Plan being  
2092 considered as well as those generated under all previously approved Final Plans): (i) 11  
2093 acres for every 600 students within the aggregate population estimate for students  
2094 within the classification covering kindergarten through 5th grade; (ii) 19 acres for  
2095 every 900 students within the aggregate population estimate for students within the  
2096 classification covering 6th grade through 8th grade; and (iii) 50 acres for every 2000  
2097 students within the aggregate population estimate for students within the classification  
2098 covering 9th grade through 12th grade (high school). The required acreage for each of  
2099 the above classifications shall be adjusted proportionately for increments of students  
2100 which include more, or less, than the number of students set forth above for each such  
2101 classification. To illustrate the foregoing, if previously approved Final Plans within  
2102 Parcels 1 and 4 resulted in an estimate of 300 students to be included in the high school  
2103 category, and if a Plan under consideration would add an additional 110 estimated high  
2104 school students, the aggregate number of high school students to be considered would be  
2105 410 and Owner would be required to have donated 10.25 acres for school purposes on  
2106 account of the high school classification. In such a case, if Owner already has donated  
2107 10.25 acres on account of the high school classification, no further donations on  
2108 account of that classification would be required. As with park donations, any calcula-  
2109 tion to be made hereunder shall be cumulative; and the Final Plan for an individual  
2110 development phase shall be approved without regard to school donation requirements,  
2111 provided the school donation requirements of this Agreement have been satisfied on an  
2112 aggregate basis with respect to all estimated population to be generated from residen-  
2113 tial dwelling units included within that development phase and all previously approved  
2114 phases within the Real Estate as a whole.

2116           Although the school donation requirements hereunder shall be determined with  
2117 reference to the three classifications of students set forth above, the total amount of  
2118 land to be donated for school purposes may be allocated by the Village among school  
2119 districts as it may see fit. For example, the Village may determine that all land to be  
2120 donated under the three classifications shall be donated for the use of a junior high  
2121 school.

2123           F.     Lands to Be Donated. The location of any lands to be donated by Owner  
2124 pursuant hereto shall be as reasonably determined by Owner after consultation with the  
2125 Village or the public bodies for whose benefit land is to be donated. All lands donated  
2126 by Owner pursuant to this Article XVIII shall be conveyed to the Village unless directed

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2128 otherwise by the Corporate Authorities. Except as provided in Paragraph C(3) of this  
2129 Article XVIII, even though the requirement for a land donation may derive from the  
2130 estimated population to be generated within a particular Parcel, Owner may determine  
2131 to satisfy such requirement by the donation of land situated in another Parcel. In no  
2132 event shall Owner be required to donate, for park or school purposes, any lands within  
2133 Parcel 2, Parcel 5 or (except as provided in Paragraph C(3) of this Article XVIII) any  
2134 lands within that part of Parcel 4 lying east of Lakeview Parkway.

2136 Except for land donations which may be required within Parcel 4, any land which  
2137 may be required to be donated for park purposes hereunder shall be donated in such a  
2138 manner as to constitute, or to be a part of, a tract of land consisting of not less than  
2139 five (5) contiguous acres. For example, if a particular development phase gives rise to  
2140 a requirement of a two (2) acre donation for park purposes, Owner may elect either to  
2141 donate a separate tract of five (5) or more contiguous acres, or to donate a tract of at  
2142 least two (2) acres which is contiguous to other land which has been donated for park  
2143 purposes, so that the combined area of such other land and such newly donated land  
2144 shall be comprised of at least five (5) contiguous acres. The above five (5) acre require-  
2145 ment shall not be applicable to any credit against park donation requirements which  
2146 may be available to Owner pursuant to Paragraph C or D of this Article VIII, and Owner  
2147 shall be entitled to all such credits even though a particular credit under Paragraph C  
2148 or D of this Article XVIII may amount to less than five (5) acres. From time to time, at  
2149 the option of Owner, land for park purposes may be donated before any donation  
2150 requirement arises.

2152 Owner shall reserve, for purposes of park donations required or to be required  
2153 hereunder, a single tract of not less than twenty (20) contiguous acres within the Real  
2154 Estate (the "Reserved Tract") until the earlier of (i) the time when all of the Reserved  
2155 Tract has been donated for park purposes, or (ii) the time, if ever, when it can be deter-  
2156 mined that no further part of the Reserved Tract will be required to be donated for  
2157 park purposes. Unless the Corporate Authorities agree otherwise, all donations for park  
2158 purposes to be made pursuant to this Agreement (or which, at the option of Owner, are  
2159 made in advance of any requirement) shall be made from the Reserved Tract until all of  
2160 the Reserved Tract has been so donated. The location of the Reserved Tract need not  
2161 be established until donations are actually made.

2163 G. Donation of Cash in Lieu of Land. Whenever the terms and provisions of  
2164 this Article XVIII require Owner to donate land for school or park purposes, the Village  
2165 may elect, at the time of Preliminary Plan approval, to require cash payments, at the  
2166 Specified Rate applicable at such time (adjusted proportionately for any requirement  
2167 involving a fraction of an acre), in lieu of any or all of the required land donations.  
2168 Until changed as permitted below, the "Specified Rate" shall be \$40,000 per acre. As of  
2169 the fifth anniversary date of this Agreement, the Specified Rate shall become the rate  
2170 per acre applicable to all other developers within the Village pursuant to the school and  
2171 park donation ordinance of the Village in effect from time to time; provided, however,  
2172 that if at any time Owner offers to donate specific land in lieu of cash, the Specified  
2173 Rate shall in no event exceed the then appraised value per acre of the lands offered to  
2174 be donated, such appraised value to be determined by agreement of one appraiser  
2175 appointed by the Village and one appraiser appointed by Owner or, failing such agree-  
2176 ment, by an appraiser jointly agreed upon by the aforesaid two appraisers.

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2179 H. Reservation of Easements in Donated Land. In the instrument conveying  
2180 any land to be donated hereunder, or by separate agreement, Owner shall reserve or  
2181 receive such utility, roadway, drainage, construction and access easements and  
2182 rights-of-way as may be necessary to facilitate the development of the Real Estate.

2184 I. Use and Maintenance of Donated Land. Responsibility for the improve-  
2185 ment and maintenance of any land donated by Owner pursuant to this Agreement shall  
2186 be accepted by the grantee thereof and all such lands shall be used in a manner compat-  
2187 ible with the Conceptual Plan and with Owner's use, development and enjoyment of the  
2188 Real Estate. Any structures placed upon any such donated land by the grantee thereof  
2189 shall be in architectural harmony with the surrounding buildings constructed or pro-  
2190 posed to be constructed by Owner. Any land donated pursuant to this Agreement shall  
2191 be used solely for its intended purpose hereunder (i.e. school or park purpose, as the  
2192 case may be) and not for any commercial or residential purpose, and any instrument of  
2193 conveyance shall provide for such restriction of use.

2196 J. Additional Donations to Assist Elementary School District.

2199 1. Upon the issuance of each building permit for construction of residential  
2200 dwelling units within the Real Estate (other than senior citizen/elderly/  
2201 congregate housing units), Owner shall donate to the Village the sum of  
2202 five hundred dollars (\$500) for each dwelling unit covered by such permit.  
2203 Funds so donated may be used, as the Village may deem appropriate, to  
2204 assist the special needs of Elementary School District 73 (the "District").  
2205 The donation requirement imposed by this Paragraph J(1) shall cease and  
2206 terminate whenever the cumulative amount of all "Excess Revenue"  
2207 (hereinafter defined) for calendar year 1988 and all subsequent years shall  
2208 equal or exceed the sum of three million dollars (\$3,000,000).

2210 2. For purposes of this Paragraph J, the following definitions apply:

2213 (a) For any calendar year, the aggregate amount of all real estate  
2214 taxes assessed for the benefit of the District against all properties  
2215 or property owners subject to any such tax (whether or not such  
2216 properties or property owners are situated within the Real Estate)  
2217 shall be referred to herein as the "School Taxes" for that calendar  
2218 year.

2220 (b) The "Base Amount" shall equal one hundred and ten percent (110%)  
2221 of School Taxes for the calendar year 1987 (i.e. 1987 taxes payable  
2222 in 1988).

2224 (c) For each calendar year beginning with 1989 (which taxes will be  
2225 due and payable in 1990), the "Excess Revenue" for that year shall  
2226 equal the amount, if any, by which the School Taxes for that year  
2227 exceed the Base Amount.

2230 K. Additional Donations for Municipal Purposes. At the times set forth  
2231 below, Owner shall donate the following amounts to the Village, to be used for such  
2232 purposes as the Village may deem appropriate:

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1. When and if 50 acres or more within the Real Estate have become the subject of approved Final Plans which include residential uses, Owner shall donate \$200,000 to the Village;

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2. When and if building permits have been issued which, in the aggregate, permit construction of 750 residential dwelling units within the Real Estate, Owner shall donate another \$175,000 to the Village; and

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3. When and if building permits have been issued which, in the aggregate, permit construction of 1,500 residential dwelling units within the Real Estate, Owner shall donate another \$175,000 to the Village.

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L. Donation of Sirens. Owner, at Owner's cost, shall install and convey to the Village, and the Village shall accept and thereafter maintain, two tornado warning sirens for purposes of furthering the health, safety and welfare of the users and residents of the Real Estate. As of the date of this Agreement, the Parties recognize that the cost of each of such sirens is approximately \$15,000. Such sirens shall be located on such portions of the Real Estate as the Parties may jointly designate. The first siren shall be installed upon issuance of the first residential certificate of occupancy for the Real Estate and the second siren shall be installed upon issuance of the 200th residential certificate of occupancy for the Real Estate.

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M. No Other Donations. The donation requirements imposed upon Owner by this Article XVIII have been fashioned to satisfy, among other things, the intended purposes of Article II of the Subdivision Control Ordinance (Village Ordinance No. 264). Except as provided herein, neither said Article II, nor any amendment to either such Article, nor any substitute or replacement ordinance for such Article, shall have any further application to the Real Estate. Except as specifically provided for in this Agreement or as required by Article III of the Subdivision Control Ordinance ("Art in Architecture") and Article IV of the Subdivision Control Ordinance ("Cultural Center"), no donation of land or cash to the Village or any other public body shall be required of Owner.

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ARTICLE XIX

2275

BUILDING PERMITS

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A. The Village shall issue building permits for which Owner shall apply within a reasonable period of time after the date of application therefor or within a reasonable period of time after the Village's receipt of the last of the documents and information required to support such application. Such period of time shall not exceed ten (10) days where application is made by Owner pursuant to master building plans theretofore approved by the Corporate Authorities nor thirty (30) days in any other instance (provided, however, that said thirty (30) day period may be extended by the Village, upon notice to Owner, to sixty (60) days in the case of significant commercial, office and hotel developments to be constructed within the Real Estate). If the application is disapproved, the Village shall provide the applicant with a statement in writing specifying the reasons for denial of the application including specification of the requirements of law which the application and supporting documents fail to meet. The Village shall issue such building permits upon the applicant's compliance with those

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2291 requirements of law so specified by the Village. Owner may apply for building permits  
2292 to begin construction upon portions of the Real Estate prior to the availability of storm  
2293 sewer, sanitary sewer and water facilities to serve the structures to be constructed  
2294 upon such portions of the Real Estate. The Village shall reasonably consider such appli-  
2295 cations with the understanding that no occupancy permits shall be issued to such appli-  
2296 cant until the availability of such utilities is demonstrated.

2298 B. The Village shall permit Owner to install holding tanks and temporary  
2299 sewage treatment and water facilities to serve sales offices, structures and models per-  
2300 mitted under this Agreement, provided:

2303 1. All laws governing construction, installation and operation thereof  
2304 are complied with; and

2306 2. Such holding tanks, temporary sewage treatment and water facili-  
2307 ties are removed and disconnected, at Owner's sole cost, within  
2308 sixty (60) days of the date permanent sewer and water services  
2309 become available and connected to such structures.

2312 C. Prior to approval of any Final Plan or Final Subdivision Plat for any por-  
2313 tion of the Real Estate, Owner may commence excavation, mass grading, filling and  
2314 soil stockpiling in and upon the Real Estate and site preparation of the various portions  
2315 of the Real Estate provided that the same is undertaken at the risk of Owner and with-  
2316 out injury to the property of surrounding property owners and provided a letter of  
2317 credit, bond or other form of security acceptable to the Village is first delivered to the  
2318 Village by Owner to assure proper site restoration.

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## ARTICLE XX

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### CERTIFICATES OF OCCUPANCY

2327 A. The Village shall issue certificates of occupancy for multi-tenant com-  
2328 mercial, office and limited industrial buildings on a unit-by-unit basis provided such  
2329 units are completed and ready for their intended use and provided all building common  
2330 areas necessary to each such unit (i.e. the common areas to be used by occupants of  
2331 said units) have been substantially completed and are determined by the Village's Build-  
2332 ing Commissioner to be safe.

2334 B. The Village shall issue certificates of occupancy for multiple-family resi-  
2335 dential buildings on a floor-by-floor basis provided the appurtenant building common  
2336 areas (i.e. the common areas to be used by occupants of said floors) have been substan-  
2337 tially completed.

2339 C. The Village shall issue certificates of occupancy for any building, struc-  
2340 ture or dwelling on the Real Estate within three (3) working days of proper application  
2341 therefor or within three (3) working days of the receipt of the last of the documents or  
2342 information required to support such application, whichever is later. If the application  
2343 is disapproved, the Village shall provide the applicant with a statement in writing of  
2344 the reasons for denial of the application including specification of the requirements of  
2345 law which the application and supporting documents fail to meet.

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2348 D. The Village shall issue conditional certificates of occupancy when adverse  
2349 weather conditions do not permit outside painting, landscaping, driveway construction,  
2350 or final grading of individual homes, buildings, appurtenances or lots provided the  
2351 Village's Building Commissioner determines that the issuance of such conditional certifi-  
2352 cates of occupancy is not detrimental to the public health and safety. Conditional  
2353 certificates of occupancy shall be issued by the Village for any finished part or portion  
2354 of a building, structure or unit which is otherwise not completely finished, provided  
2355 that: (i) said finished part or portion is designed for or capable of separate use or occu-  
2356 pancy; (ii) such part or portion is safe for the use or occupancy intended; (iii) sewer,  
2357 streets, water, drainage and all other public improvements are properly installed to the  
2358 building, structure or unit containing said finished part or portion; and (iv) at the  
2359 request of the Corporate Authorities, an appropriate bond or other undertaking is given  
2360 to the Village to assure the completion of such unfinished items.

2362 E. No certificate of occupancy shall be applied for by Owner or issued by the  
2363 Village until the building or structure which is the subject of the application is con-  
2364 nected to and able to be served by an adequate sanitary sewer and water supply. Not-  
2365 withstanding the foregoing, the Village shall issue conditional certificates of occupancy  
2366 for model buildings and sales offices prior to the availability of sanitary sewer or water  
2367 service.

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## ARTICLE XXI

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### QUALITY STANDARDS

2375 The Parties hereby confirm their mutual intention that all residential dwelling  
2376 units to be constructed upon the Real Estate shall be of a quality nature. Although  
2377 Exhibit F incorporates certain requirements which tend to promote quality, the Parties  
2378 recognize that it is difficult, if not impossible, to define quality. Accordingly, although  
2379 this Article XXI does not attempt to state objective quality standards, the following  
2380 concepts are mutually agreed to:

- 2383 1. Chimney stacks shall be covered on their sides by brick, stone or  
2384 other comparable natural materials.
- 2386 2. The liberal use of brick, stone or other natural materials on facades  
2387 is encouraged, particularly on ground floor levels.
- 2389 3. Also to be encouraged are interesting architectural details, includ-  
2390 ing ornamental lighting, rough hewn lumber, patios, entrance mon-  
2391 uments and gazebos.
- 2393 4. Monotony of appearance is to be discouraged. A diversity of hous-  
2394 ing types, sizes, roof lines and colors is helpful to counteract  
2395 monotony. At the same time, the Parties recognize that in devel-  
2396 opments of more than one building containing multiple-family  
2397 dwelling units, a continuity of brick colors, roofing colors and the  
2398 like is often desirable in order to present a unified and coordinated  
2399 appearance.

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2402 5. A "barracks-like" appearance is to be avoided in all cases.

2407 ARTICLE XXII

2409 BUILDING PLANS

2411 Owner shall have the right to submit a master building plan for each different  
2412 model single-family dwelling or multiple-family dwelling unit or commercial building to  
2413 be constructed on the Real Estate. Subsequent to the approval of any master building  
2414 plan as aforesaid, no further submission or approval of building plans shall thereafter be  
2415 required for the issuance of a building permit for the construction of any building pur-  
2416 suant to an approved master building plan. Nothing herein, however, shall be construed  
2417 as a waiver of the requirement that a building permit be obtained and the appropriate  
2418 permit fee paid as required by the Village's Building Code for each building to be con-  
2419 structed on the Real Estate, subject to the terms of this Agreement.

2423 ARTICLE XXIII

2425 LIQUOR LICENSES

2427 The Village understands that the proposed development of the Real Estate will  
2428 include restaurants and lounges or similar facilities as well as grocery, drug, package  
2429 liquor and similar stores, and that to offer the complete service necessary to their eco-  
2430 nomic viability, each such restaurant, lounge or similar establishment will require a  
2431 liquor-pouring license and each such store will require a package-liquor sales license.  
2432 The Village confirms that it has, as a matter of principle and overall Village planning,  
2433 no objection to the development of a reasonable number of establishments requiring  
2434 liquor-pouring or package-liquor sales licenses on the Real Estate.

2438 ARTICLE XXIV

2440 TERM

2442 This Agreement shall be effective for a period of twenty (20) years commencing  
2443 from the date hereof. If, as a result of the unavailability of utility services, develop-  
2444 ment of any part of the Real Estate cannot proceed, then, to the extent permitted by  
2445 law, the period of time during which such utility services are unavailable shall not be  
2446 included in calculating said twenty (20) year period, nor shall such period of time be  
2447 included in calculating any time period referred to in Article XI of this Agreement.

2451 ARTICLE XXV

2453 SPECIAL ASSESSMENTS AND TAXATION/IMPACT FEES

2455 A. For a period of seven (7) years following the issuance of the first building  
2456 permit for a residential dwelling unit to be constructed upon the Real Estate, the Vil-  
2457 lage shall not levy or impose special assessments or special service area taxes against

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2459 any part of the Real Estate. The foregoing provision shall not prevent the Village from  
2460 levying or imposing additional taxes upon the Real Estate in the manner provided by  
2461 law which are applicable to and apply equally to all other properties within the Village.

2464 B. The obligations of Owner specified in this Agreement relating: (i) to the  
2465 construction or installation of any public improvements on, within or abutting the Real  
2466 Estate (including, without limitation, sanitary sewer, storm sewer and water facilities  
2467 and systems; and road and traffic signals); (ii) the donations of lands; and (iii) the dedi-  
2468 cation of rights-of-way shall abate and be extinguished, on a proportionate basis, to the  
2469 extent the County, the Illinois Department of Transportation, the Illinois Environmen-  
2470 tal Protection Agency, or any other governmental agency, department or body imposes  
2471 an impact fee or development fee upon Owner, the Real Estate or the development of  
2472 the Real Estate for purposes of constructing or installing utility or roadway improve-  
2473 ments, or any of them.

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#### ARTICLE XXVI

2478

#### ANNEXATION OF ADDITIONAL PARCEL

2480 Within thirty (30) days of receipt of a properly executed petition requesting such  
2481 action, the Village shall annex the Additional Parcel to the Village and zone the Addi-  
2482 tional Parcel in the R-4 Single-Family Residence District of the Zoning Ordinance and  
2483 provide for such zoning classification on the Village's Zoning Map. After the date of  
2484 such annexation and zoning, the terms of Article XI through Article XXV of this Agree-  
2485 ment, both inclusive, and Articles XXVIII, XXIX and XXX of this Agreement shall apply  
2486 to the Additional Parcel.

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#### ARTICLE XXVII

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#### PROFESSIONAL FEES AND COSTS OF ANNEXATION-INDEMNIFICATION AGREEMENTS

2495 A. Fees and Costs. Upon receipt of appropriate invoices therefor, Owner  
2496 shall pay: (i) the customary and reasonable fees for professional services rendered by  
2497 the attorneys and consultants of the Village through the date of this Agreement in con-  
2498 nection with the negotiation of this Agreement and the annexation and zoning of the  
2499 Real Estate; and (ii) the out of pocket expenses incurred by the Village in connection  
2500 with such negotiation, annexation and zoning. The undertakings of Owner pursuant to  
2501 this Paragraph shall not exceed fifty thousand dollars (\$50,000.00) in the aggregate.

2503 B. Indemnification Regarding Annexation and Zoning. In the event any third  
2504 party should institute any legal action against the Village challenging the execution of  
2505 this Agreement, or any provision hereof, or the annexation or zoning of the Real Estate  
2506 undertaken pursuant to this Agreement, Owner, upon notice from the Village, shall  
2507 assume (at its sole cost and expense) and control, through the use of attorneys selected  
2508 by Owner, the defense of such legal action and hold the Village, the Village President  
2509 and the Village Board of Trustees, individually and collectively (the "Indemnified Par-  
2510 ties"), harmless from any expense they may incur as a result of the institution or prose-  
2511 cution of such action or as a result of the entry of any judgment pursuant thereto.  
2512 Owner shall have the right, but not the obligation, to cause an appeal to be taken from  
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2514 any judgment entered against the Indemnified Parties, and the Indemnified Parties, to  
2515 the extent necessary, shall join in any appeal taken at the request of Owner. As a con-  
2516 dition of the above indemnity: (i) the Indemnified Parties shall cooperate in the  
2517 defense of any such legal action and in any appeal of any judgment entered in any such  
2518 legal action; and (ii) neither the Indemnified Parties nor Owner shall settle or compro-  
2519 mise any such legal action, or waive any available avenue of appeal of any unfavorable  
2520 judgment, without first securing the written approval thereof of the other. The obliga-  
2521 tions of Owner arising under this Article shall not extend to any action instituted by  
2522 Owner against the Indemnified Parties as a result of any action taken, or as a result of  
2523 any action which they may have failed to take, which is inconsistent with the obliga-  
2524 tions they have assumed in this Agreement.

2526 C. Indemnification Regarding Construction. As a condition of any construc-  
2527 tion upon the Real Estate, the Village may require the party undertaking such construc-  
2528 tion:

2531 1. to indemnify the Village against, hold the Village harmless from and, at  
2532 such party's expense, defend the Village against, all claims, actions, dam-  
2533 ages, demands, liabilities and expenses incurred by or asserted against the  
2534 Village by reason of loss of life, personal injury or damage to property  
2535 arising out of any construction or other activities undertaken by such  
2536 party on the Real Estate or in the vicinity of the Real Estate in further-  
2537 ance of the development of the Real Estate; and

2539 2. to include the Village as an additional party insured on any and all policies  
2540 of insurance purchased by such parties in conjunction with such parties'  
2541 construction activities on the Real Estate.

2544 For purposes of this Paragraph C, the term "Village" shall include the Corporate  
2545 Authorities, and the officers, agents and employees of the Village.

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### ARTICLE XXVIII

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#### REMEDIES

2554 This Agreement shall be enforceable in any court of competent jurisdiction by  
2555 either the Village or the Owner, or by any successor or successors in title or interest or  
2556 by the assigns of the Parties. Enforcement may be sought by an appropriate action at  
2557 law or in equity to secure the performance of the covenants, agreements, conditions  
2558 and obligations contained herein.

2560 Owner may terminate this Agreement and, if necessary, compel the Village to  
2561 disconnect the Real Estate from the Village upon the filing of a petition requesting  
2562 such action if the Village should fail to annex and zone the Real Estate in the manner  
2563 provided in this Agreement within thirty (30) days of execution of this Agreement by  
2564 the Parties. In such a case, if Owner shall submit a petition to disconnect to the Vil-  
2565 lage, the Village shall promptly consent to and effectuate disconnection of the Real  
2566 Estate.

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2569 The failure of the Parties to insist upon the strict and prompt performance of  
2570 the terms, covenants, agreements, and conditions herein contained, or any of them,  
2571 upon any other party imposed, shall not constitute or be construed as a waiver or relin-  
2572 quishment of any party's right thereafter to enforce any such term, covenant, agree-  
2573 ment or condition, but the same shall continue in full force and effect.

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ARTICLE XXIX

2579

RIGHTS AND OBLIGATIONS OF OWNER

2581 A. Definitions. The following definitions shall apply for purposes of this  
2582 Agreement:

2585 1. "Foundation" means The Cuneo Foundation, a not-for-profit corporation  
2586 of Illinois.

2588 2. "Julia" means Julia Shepherd Cuneo, her personal representatives and any  
2589 heir or devisee who may acquire any interest in the Real Estate by virtue  
2590 of her death or her last will and testament.

2592 3. "Testamentary Trustees" means Continental Illinois National Bank and  
2593 Trust Company of Chicago, Julia Shepherd Cuneo, Lawrence A. Byrne and  
2594 Russell G. DeYong, as trustees under the Last Will and Testament of John  
2595 F. Cuneo, deceased; any party who may succeed any of them in their  
2596 respective offices as Trustees aforesaid; any beneficiary of any trust  
2597 under which they serve to whom any interest in the Real Estate may be  
2598 distributed pursuant to the terms of such trust; the personal representa-  
2599 tives of any such beneficiary; and any heir or devisee who may acquire  
2600 any interest in the Real Estate by virtue of the death or last will and tes-  
2601 tament of any such beneficiary.

2603 4. The "Trust" means Continental Illinois National Bank and Trust Company  
2604 of Chicago, John F. Cuneo, Jr., Consuela Cuneo McAlister, Charles L.  
2605 McEvoy and William G. Myers, as successor trustees under Declaration of  
2606 Trust dated August 12, 1935; any party who may succeed any of them in  
2607 their respective offices as trustees aforesaid; any beneficiary of the trust  
2608 under which they serve to whom any interest in the Real Estate may be  
2609 distributed pursuant to the terms of such trust; the personal representa-  
2610 tives of any such beneficiary; and any heir or devisee who may acquire  
2611 any interest in the Real Estate by virtue of the death or Last Will and  
2612 Testament of any such beneficiary.

2615 B. Present Ownership. As of the date of this Agreement, the Foundation,  
2616 Julia, the Testamentary Trustees and the Trust each own a portion of Parcel 4, and the  
2617 Trust owns the entire balance of the Real Estate. Although all of the foregoing parties  
2618 are herein referred to, collectively, as "Owner", the rights and obligations of the Foun-  
2619 dation, Julia and the Testamentary Trustees, as Owner under this Agreement, shall be  
2620 limited to Parcel 4; the rights and obligations of the Trust, as Owner under this Agree-  
2621 ment, shall extend to all of the Real Estate.

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- 2625 C. Obligations of Owner.
- 2628 1. The obligations imposed upon Owner by Paragraphs A, K and L of Article  
 2629 XVIII hereof and by Paragraphs A and B of Article XXVII hereof shall be  
 2630 the obligations of the parties who are defined as Owner as of the date of  
 2631 this Agreement and who are signatories hereto.
- 2633 2. Any obligation of Owner arising under Article IX hereof shall be the sole  
 2634 obligation of the party requesting the Village to make available the  
 2635 financing vehicles or mechanisms referred to in said Article IX.
- 2637 3. Any obligation of Owner arising under Paragraph F of Article XIV hereof  
 2638 shall be allocated among the owners of the lands benefitting from any  
 2639 particular legal action, based on their proportionate ownership of benefit-  
 2640 ted land. If no benefit results from any legal action, the party requesting  
 2641 such action to be brought shall be solely responsible for any such obliga-  
 2642 tion.
- 2644 4. Any obligation of Owner arising under Paragraph J of Article XVIII hereof  
 2645 shall be the sole obligation of the party receiving the building permit giv-  
 2646 ing rise to such obligation.
- 2648 5. Any other obligation imposed upon Owner under this Agreement shall be  
 2649 the obligation of the party who, at the time such obligation arises, is the  
 2650 owner or developer of the particular portion of the Real Estate to which  
 2651 any such obligation relates. Thus, for example, the party owning and  
 2652 developing that part of the Real Estate lying within any particular devel-  
 2653 opment phase (i.e., that part of the Real Estate subject to a particular  
 2654 Preliminary or Final Plan) shall be solely responsible for any obligation  
 2655 which may be imposed by Article XIV through Article XVIII hereof to con-  
 2656 struct sanitary sewers, water mains, storm sewers, detention or retention  
 2657 areas, streets, roads or sidewalks within that development phase; to make  
 2658 any dedication required with respect to that development phase; or to  
 2659 make any donation of land or cash for school or park purposes required  
 2660 with respect to that development phase. Similarly, any obligation of  
 2661 Owner to maintain any facility or improvement shall be the obligation of  
 2662 the party owning or controlling such facility or improvement from time to  
 2663 time.
- 2665 6. Except as provided otherwise in this Paragraph C, whenever any portion  
 2666 of the Real Estate is transferred for value to any other party, any party  
 2667 who was an Owner prior to such transfer shall have no responsibility for  
 2668 any obligation arising hereunder after the date of such transfer with  
 2669 respect to that portion of the Real Estate so transferred.
- 2671 7. The obligations imposed upon a given owner or developer of a part of the  
 2672 Real Estate by application of the preceding provisions of this Paragraph C  
 2673 may be satisfied by the owner or developer of a different part of the Real  
 2674 Estate; and, even though a party owning or developing a particular part of  
 2675 the Real Estate may have obligations only with respect to that part, such  
 2676 party may elect to discharge obligations relating to other parts of the

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Real Estate. Thus, for example, a party may elect to install sanitary sewers, roads, sidewalks, etc. within neighboring portions of the Real Estate before the need for such installation arises within such neighboring portions. As another example, if the removal of trees in one part of the Real Estate obligates the owner or developer of that part of the Real Estate to plant replacement trees, such obligation may be discharged by the planting of the required replacement trees in other parts of the Real Estate by another owner or developer.

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D. Rights of Owner.

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1. Notwithstanding any transfer of conveyance of any part of the Real Estate at any time hereafter, in the absence of a specific written assignment thereof in recordable form, the Trust shall be entitled to receive any proceeds of any recapture agreement pursuant to Paragraph E of Article XIV hereof.

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2. The Trust owns the Additional Parcel. The benefit of Article XXVI hereof shall accrue to the Trust, or as the Trust may designate in writing.

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3. In addition to the restrictions and conditions provided for by this Agreement, Owner, by deed restriction or contractual provision, may impose upon all or any part of the Real Estate such additional restrictions and conditions as Owner may desire.

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4. Any right of disconnection arising pursuant to Paragraph G of Article XIV may be exercised only by, and only with the consent of, those parties who, collectively, own a majority (in area) of the portions of the Real Estate which are undeveloped at the time of any such exercise.

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5. Subject to the foregoing provisions of this Paragraph D, any party succeeding to ownership of any part of the Real Estate shall succeed to the rights and privileges of Owner under this Agreement as to that part of the Real Estate and may enjoy and develop such part of the Real Estate pursuant to the terms hereof and may invoke any of the remedies provided for hereunder. The rights and privileges of any party who is an Owner here under may be exercised by any person or entity serving, from time to time, as the agent, representative, contractor, subcontractor or supplier of such party.

2723

ARTICLE XXX

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GENERAL PROVISIONS

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A. Limitation on Village Actions. The Village shall not discriminate against the occupants of the Real Estate or Owner in providing municipal services to the Real Estate and the various portions thereof. The Village shall not institute any condemnation proceeding against any part of the Real Estate except for fire station installations and underground utilities which do not interfere with the plan of development for the Real Estate.

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2735 B. Fire Protection. Owner agrees to execute and file such documents as may  
2736 be necessary or appropriate to cause all of the Real Estate to be included within the  
2737 Countryside Fire Protection District.

2739 C. Notice. Any notice or demand required or permitted hereunder shall be in  
2740 writing and shall be deemed duly served if mailed by prepaid registered or certified  
2741 mail, return receipt requested, or personally delivered with evidence of receipt,  
2742 addressed as follows:

2746 To the Village: Village of Vernon Hills  
2747 290 Evergreen  
2748 Vernon Hills, Illinois 60061  
2749 Attention: Village Manager

2752 With copies to: Adeline J. Geo-Karis  
2753 2613 Sheridan Road  
2754 Zion, Illinois 60099

2757 Berle Schwartz  
2758 1921 St. Johns Avenue  
2759 Suite 210  
2760 Highland Park, Illinois 60035

2763 To Owner: Continental National Bank &  
2764 Trust Company of Chicago  
2765 30 North LaSalle Street  
2766 Chicago, Illinois 60697  
2767 Attention: Kenneth L. Gilchrist

2770 With copies to: William G. Myers  
2771 Rothschild Barry & Myers  
2772 Two First National Plaza  
2773 25th Floor  
2774 Chicago, Illinois 60603

2777 prepared by: Harold W. Francke  
2778 Rudnick & Wolfe  
2779 203 North LaSalle Street  
2780 Suite 1800  
2781 Chicago, Illinois 60601; and

2784 Allen L. Kracower  
2785 Allen L. Kracower &  
2786 Associates, Inc.  
2787 175 E. Hawthorn Parkway  
2788 Suite 340  
2789 Vernon Hills, Illinois 60061

2792 or to such address or such other parties the Parties may from time to time designate by  
2793 notice. Notices shall be deemed effectively given as of the date which is two (2)

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2795 business days following the date of postmarking by the U.S. Postal Service or as of  
2796 the date of delivery, if hand delivered.

2798 D. Integration and Amendment. This Agreement sets forth all promises,  
2799 inducements, agreements, conditions and understandings between the Owner and the  
2800 Village relative to the subject matter hereof and thereof, and there are no promises,  
2801 agreements, conditions or understandings, either oral or written, express or implied,  
2802 between them, other than are herein and therein set forth. No alteration, amendment,  
2803 change or addition to this Agreement shall be binding upon the Parties unless reduced  
2804 to writing and duly executed by them. All exhibits to this Agreement are expressly  
2805 incorporated herein by this reference thereto.

2807 E. Severability. In the event any phrase, paragraph, article or portion of  
2808 this Agreement is found to be invalid or illegal by any court of competent jurisdiction,  
2809 such finding of invalidity as to that portion shall not affect the validity, legality or  
2810 enforceability of the remaining portions of this Agreement.

2812 F. Time of Essence. Time is of the essence of this Agreement.

2814 G. Village Approvals. Whenever any approval, discretion or consent of the  
2815 Village, or of any of its departments, officials or employees, is called for under this  
2816 Agreement, the same shall not be unreasonably withheld, delayed or exercised.

2818 H. Trustee Exculpation. Anything herein to the contrary notwithstanding,  
2819 each and all of the representations, covenants, undertakings and agreements herein  
2820 made on the part of any party acting in the capacity of a trustee, while in form pur-  
2821 porting to be the representations, covenants, undertakings and agreements of said party  
2822 as trustee, are nevertheless each and every one of them made and intended not as per-  
2823 sonal representations, covenants, undertakings and agreements by said trustee or for  
2824 any other purpose or intention other than the limited purpose of binding only that por-  
2825 tion of the Real Estate held in trust by such trustee and not for the purpose of binding  
2826 any other property so held in trust. This Agreement is executed and delivered by such  
2827 trustee, not individually, but solely in the exercise of the power conferred upon such  
2828 trustee, as trustee, and no personal liability or personal responsibility is assumed by, nor  
2829 shall at any time be asserted or enforceable against, any such trustee on account of this  
2830 Agreement or any agreement of said trustee in this Agreement contained, either  
2831 express or implied, all such personal liability, if any, being expressly waived and  
2832 released.

2835 I. Authorized Execution. With respect to each of the two trusts having mul-  
2836 tiple trustees who are parties to this Agreement, if this Agreement should be executed  
2837 by less than all of the trustees of any such trust, then those of such trustees who do  
2838 execute this Agreement represent and warrant that they have the power and authority  
2839 to execute this Agreement on behalf of themselves and all of their co-trustees. The  
2840 parties executing this Agreement on behalf of the Village represent and warrant that  
2841 they have been duly authorized to execute this Agreement as the act and deed of the  
2842 Village.

2844 IN WITNESS WHEREOF, the Parties have executed this Agreement, or have  
2845 caused this Agreement to be executed, by their duly authorized officers as of the date  
2846 first above written.

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2850 VILLAGE OF VERNON HILLS, an  
2851 Illinois municipal corporation  
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2854 By: Phillip J. Glan  
2855 Its: Village President

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2858 Attest: Jeanne Karstanz  
2859 Its: Village Clerk

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OWNER:

I. CONTINENTAL ILLINOIS NATIONAL  
BANK AND TRUST COMPANY OF  
CHICAGO, JOHN F. CUNEO, JR.,  
CONSUELA CUNEO McALISTER,  
CHARLES L. McEVOY AND  
WILLIAM G. MYERS, as Successor  
Trustees under Declaration of  
Trust dated August 12, 1936

By: [Signature]  
JOHN F. CUNEO, JR.  
[Signature]  
CONSUELA CUNEO McALISTER (LMV)  
[Signature]  
CHARLES L. McEVOY  
[Signature]  
WILLIAM G. MYERS

CONTINENTAL ILLINOIS NATIONAL  
BANK AND TRUST COMPANY OF  
CHICAGO

By: [Signature]  
Vice President

II. CONTINENTAL ILLINOIS NATIONAL  
BANK AND TRUST COMPANY OF  
CHICAGO, JULIA SHEPHERD CUNEO,  
LAWRENCE A. BYRNE AND  
RUSSELL G. DEYONG, AS TRUSTEES  
UNDER THE LAST WILL AND TESTA-  
MENT OF JOHN F. CUNEO, DECEASED

By: [Signature]  
LAWRENCE A. BYRNE  
[Signature]  
RUSSELL G. DEYONG

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CONTINENTAL ILLINOIS NATIONAL  
BANK AND TRUST COMPANY OF  
CHICAGO

By: Edward M. Murray  
Vice President

III. THE CUNEO FOUNDATION, A NOT-  
FOR-PROFIT CORPORATION OF  
ILLINOIS

By: [Signature]  
Its: [Signature]

IV.

[Signature]  
JULIA SHEPHERD CUNEO, Individually  
and as Trustee under the Last Will and  
Testament of John F. Cuneo, Deceased

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EXHIBIT A

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LEGAL DESCRIPTION OF THE REAL ESTATE

2942 THAT PART OF SECTIONS 28, 29, 32, 33 AND 34, ALL IN TOWNSHIP 44 NORTH,  
 2943 RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED  
 2944 AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 29,  
 2945 AFORESAID; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 29,  
 2946 2630.71 FEET TO THE POINT OF INTERSECTION WITH THE WESTERLY LINE OF  
 2947 BUTTERFIELD ROAD ACCORDING TO THE DEDICATION THEREOF RECORDED  
 2948 SEPTEMBER 25, 1956 AS DOCUMENT NO. 924527, SAID WESTERLY LINE OF  
 2949 BUTTERFIELD ROAD BEING A LINE 40.00 FEET, AS MEASURED AT RIGHT ANGLES,  
 2950 WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHWEST 1/4 OF SAID  
 2951 SECTION 29 AND SAID POINT OF INTERSECTION BEING THE PLACE OF BEGINNING  
 2952 OF THE LAND HEREIN DESCRIBED; THENCE CONTINUING EASTERLY ALONG THE  
 2953 NORTH LINE OF SAID SECTION 29 TO THE EAST LINE OF THE NORTHWEST 1/4 OF  
 2954 THE NORTHEAST 1/4 OF SAID SECTION 29; THENCE SOUTHERLY ALONG SAID LAST  
 2955 DESCRIBED EAST LINE TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF  
 2956 THE NORTHEAST 1/4 OF SAID SECTION 29; THENCE SOUTHERLY ALONG THE WEST  
 2957 LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 29, 150.00  
 2958 FEET TO THE CENTER OF THE DRAINAGE DITCH; THENCE SOUTHEASTERLY  
 2959 ALONG THE CENTER OF SAID DRAINAGE DITCH, 187.21 FEET TO A POINT ON A  
 2960 LINE 160.00 FEET, AS MEASURED ALONG THE NORTH LINE OF THE SOUTHEAST 1/4  
 2961 OF THE NORTHEAST 1/4 OF SAID SECTION 29, EAST OF AND PARALLEL WITH THE  
 2962 WEST LINE OF SAID QUARTER QUARTER SECTION, SAID POINT BEING 248.00 FEET,  
 2963 AS MEASURED ALONG SAID PARALLEL LINE, SOUTH OF THE INTERSECTION OF  
 2964 SAID PARALLEL LINE WITH THE NORTH LINE OF SAID QUARTER QUARTER SEC-  
 2965 TION; THENCE NORTHERLY ALONG SAID LAST DESCRIBED PARALLEL LINE, 248.00  
 2966 FEET TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF  
 2967 SAID SECTION 29; THENCE EASTERLY ALONG SAID LAST DESCRIBED LINE TO THE  
 2968 WEST LINE OF THE EAST 667.20 FEET OF LOT 5 IN ERNST HECHT ESTATE SUBDIVI-  
 2969 SION, ACCORDING TO THE PLAT THEREOF RECORDED MAY 23, 1918 AS DOCU-  
 2970 MENT NO. 177862; THENCE NORTHERLY ALONG SAID LAST DESCRIBED WEST LINE,  
 2971 195.90 FEET TO THE NORTH LINE OF THE SOUTH 195.90 FEET OF LOT 5 IN ERNST  
 2972 HECHT ESTATE SUBDIVISION, AFORESAID; THENCE EASTERLY ALONG SAID LAST  
 2973 DESCRIBED NORTH LINE, 667.20 FEET TO THE EAST LINE OF THE NORTHEAST 1/4  
 2974 OF SECTION 29, AFORESAID; THENCE SOUTHERLY ALONG SAID LAST DESCRIBED  
 2975 EAST LINE, 974.90 FEET TO THE SOUTHERLY LINE OF LOT 6 IN ERNST HECHT  
 2976 ESTATE SUBDIVISION, AFORESAID; THENCE SOUTHEASTERLY ALONG SAID LAST  
 2977 DESCRIBED SOUTHERLY LINE TO THE WESTERLY LINE OF MILWAUKEE AVENUE  
 2978 AS WIDENED BY CONDEMNATION IN CIRCUIT COURT, LAKE COUNTY, CASE NO.  
 2979 65-2323; THENCE SOUTHEASTERLY ALONG SAID LAST DESCRIBED WESTERLY LINE  
 2980 OF MILWAUKEE AVENUE AS WIDENED TO AN INTERSECTION WITH A LINE WHICH  
 2981 RUNS FROM A POINT 11.85 CHAINS SOUTH OF THE CENTER POST OF SECTION 34,  
 2982 AFORESAID, TO A POINT 9.09 CHAINS SOUTH OF THE CENTER POST OF SECTION  
 2983 33, AFORESAID; THENCE EASTERLY ALONG SAID LAST DESCRIBED LINE TO THE  
 2984 CENTER LINE OF THE DES PLAINES RIVER; THENCE SOUTHEASTERLY ALONG THE  
 2985 CENTER LINE OF SAID DES PLAINES RIVER, TO THE SOUTHERLY LINE OF TOWN  
 2986 LINE ROAD (ILLINOIS STATE ROUTE NO. 60) AS DEDICATED BY INSTRUMENT

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2988 RECORDED JULY 9, 1929 AS DOCUMENT NO. 339740; THENCE WESTERLY ALONG  
2989 THE SOUTHERLY LINE OF SAID TOWN LINE ROAD 415.97 FEET TO THE WEST LINE  
2990 OF THE LAKE COUNTY FOREST PRESERVE DISTRICT PROPERTY; THENCE NORTH-  
2991 ERLY ALONG SAID LAST DESCRIBED LINE (BEING A LINE DESCRIBED AS COM-  
2992 MENCING ON THE SOUTH LINE OF SECTION 34, AFORESAID, 1177.00 FEET EAST OF  
2993 THE SOUTHWEST CORNER OF SAID SECTION AND FORMING AN ANGLE OF 88  
2994 DEGREES 13 MINUTES 35 SECONDS, AS MEASURED FROM WEST TO NORTH WITH  
2995 SAID SOUTH LINE) TO THE NORTH LINE TOWN LINE ROAD AS DEDICATED BY  
2996 INSTRUMENT RECORDED JULY 9, 1929 AS DOCUMENT NO. 339740; THENCE WEST-  
2997 ERLY ALONG SAID NORTHERLY LINE AND ALONG THE NORTHERLY LINE OF SAID  
2998 ROAD AS WIDENED, TO THE EASTERLY LINE OF MILWAUKEE AVENUE AS DEDI-  
2999 CATED BY PLAT RECORDED JULY 9, 1929 AS DOCUMENT NO. 339740; THENCE  
3000 NORTHERLY ALONG SAID LAST DESCRIBED EASTERLY LINE OF MILWAUKEE AVE-  
3001 NUE TO AN INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH LINE  
3002 OF HAWTHORN CENTER, BEING A SUBDIVISION OF PARTS OF SECTION 33 AND 34,  
3003 AFORESAID, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 19, 1977  
3004 AS DOCUMENT NO. 1866654; THENCE WESTERLY ALONG SAID LAST DESCRIBED  
3005 NORTH LINE AND THE NORTH LINE OF OUTLOT 1 IN NEW CENTURY TOWN, UNIT  
3006 1, BEING A SUBDIVISION OF PARTS OF SECTIONS 32 AND 33, AFORESAID, ACCORD-  
3007 ING TO THE PLAT THEREOF RECORDED NOVEMBER 2, 1973 AS DOCUMENT NO.  
3008 1641342, 2549.08 FEET TO AN ANGLE POINT IN THE NORTHERLY LINE OF SAID  
3009 OUTLOT 1; THENCE SOUTHWESTERLY ALONG THE NORTHERLY LINE OF SAID  
3010 OUTLOT 1 TO AN ANGLE POINT IN SAID NORTHERLY LINE ; THENCE WESTERLY  
3011 ALONG THE NORTHERLY LINE OF SAID OUTLOT 1 TO THE EASTERLY LINE OF  
3012 LAKEVIEW PARKWAY AS DEDICATED BY PLAT RECORDED OCTOBER 18, 1978 AS  
3013 DOCUMENT NO. 1954348; THENCE NORTHERLY ALONG SAID EASTERLY LINE OF  
3014 LAKEVIEW PARKWAY TO AN ANGLE POINT IN SAID LINE; THENCE NORTHEAST-  
3015 ERLY ALONG THE SOUTHEASTERLY LINE OF SAID LAKEVIEW PARKWAY, 609.19  
3016 FEET TO AN ANGLE POINT IN SAID LINE; THENCE NORTHERLY ALONG THE EAST-  
3017 ERLY LINE OF SAID LAKEVIEW PARKWAY, BEING ALSO THE EASTERLY LINE OF  
3018 NEW CENTURY TOWN SITES 29 AND 30, UNIT 16, BEING A SUBDIVISION OF PART OF  
3019 SECTION 33, AFORESAID, ACCORDING TO THE PLAT THEREOF RECORDED  
3020 MARCH 30, 1979 AS DOCUMENT NO. 1985905, 1552.31 FEET TO AN INTERSECTION  
3021 WITH THE SOUTHERLY LINE OF A 120.00 FEET WIDE STRIP OF LAND LYING  
3022 SOUTHERLY OF, ADJOINING AND BEING PARALLEL WITH THE SOUTHEASTERLY  
3023 RIGHT OF WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY; THENCE  
3024 SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID 120.00 FEET WIDE STRIP  
3025 OF LAND TO THE EASTERLY LINE OF BUTTERFIELD ROAD; THENCE NORTHERLY  
3026 ALONG THE EASTERLY LINE OF BUTTERFIELD ROAD TO THE SOUTHERLY RIGHT  
3027 OF WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY; THENCE SOUTH-  
3028 WESTERLY ALONG SAID LAST DESCRIBED LINE TO THE WESTERLY LINE OF  
3029 BUTTERFIELD ROAD; THENCE NORTHERLY ALONG THE WESTERLY LINE OF  
3030 BUTTERFIELD ROAD TO THE NORTH LINE OF THE SOUTH 307.00 FEET OF THE  
3031 NORTHWEST 1/4 OF SECTION 32, AFORESAID; THENCE EASTERLY ALONG SAID  
3032 LAST DESCRIBED LINE TO THE EASTERLY LINE OF BUTTERFIELD ROAD; THENCE  
3033 NORTHERLY ALONG THE EASTERLY LINE OF BUTTERFIELD ROAD TO THE SOUTH  
3034 LINE OF THE NORTH 1995.76 FEET OF THE NORTHWEST 1/4 OF SECTION 32,  
3035 AFORESAID; THENCE WESTERLY ALONG SAID LAST DESCRIBED LINE TO THE  
3036 WESTERLY LINE OF BUTTERFIELD ROAD; THENCE NORTHERLY ALONG THE  
3037 WESTERLY LINE OF BUTTERFIELD ROAD TO THE SOUTH LINE OF THE NORTH 8.14  
3038 CHAINS OF THE NORTHWEST 1/4 OF SECTION 32, AFORESAID; THENCE EASTERLY

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3040 ALONG SAID LAST DESCRIBED LINE TO THE EASTERLY LINE OF BUTTERFIELD  
3041 ROAD; THENCE NORTHERLY ALONG THE EASTERLY LINE OF BUTTERFIELD ROAD  
3042 TO THE SOUTH LINE OF THE NORTH 178.00 FEET OF THE NORTHWEST 1/4 OF SEC-  
3043 TION 32, AFORESAID; THENCE WESTERLY ALONG SAID LAST DESCRIBED LINE TO  
3044 THE WESTERLY LINE OF BUTTERFIELD ROAD; THENCE NORTHERLY ALONG THE  
3045 WESTERLY LINE OF BUTTERFIELD ROAD TO THE SOUTHERLY LINE OF ALLANSON  
3046 ROAD; THENCE EASTERLY ALONG AN EASTERLY EXTENSION OF THE SOUTHERLY  
3047 LINE OF ALLANSON ROAD TO THE EASTERLY LINE OF BUTTERFIELD ROAD;  
3048 THENCE NORTHERLY ALONG SAID EASTERLY LINE OF BUTTERFIELD ROAD TO  
3049 THE NORTH LINE OF THE SOUTH 425.00 FEET OF THE SOUTHWEST 1/4 OF SAID  
3050 SECTION 29; THENCE WESTERLY ALONG SAID LAST DESCRIBED LINE TO THE  
3051 WESTERLY LINE OF BUTTERFIELD ROAD; THENCE NORTHERLY ALONG THE  
3052 WESTERLY LINE OF BUTTERFIELD ROAD TO THE NORTH LINE OF THE SOUTH  
3053 755.00 FEET OF THE SOUTHWEST 1/4 OF SECTION 29, AFORESAID; THENCE EAST-  
3054 ERLY ALONG SAID LAST DESCRIBED LINE TO THE EASTERLY LINE OF  
3055 BUTTERFIELD ROAD; THENCE NORTHERLY ALONG THE EASTERLY LINE OF  
3056 BUTTERFIELD ROAD TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST  
3057 1/4 OF SECTION 29, AFORESAID; THENCE WESTERLY ALONG SAID LAST  
3058 DESCRIBED LINE TO THE WESTERLY LINE OF BUTTERFIELD ROAD; THENCE  
3059 NORTHERLY ALONG SAID LAST DESCRIBED WESTERLY LINE TO THE PLACE OF  
3060 BEGINNING, EXCEPTING THEREFROM ALL THAT PART OF THE AFOREDESCRIBED  
3061 TRACT OF LAND FALLING IN THE RIGHT OF WAY OF THE ELGIN, JOLIET AND  
3062 EASTERN RAILWAY, AND ALSO EXCEPTING THEREOF THAT PART OF THE NORTH-  
3063 EAST 1/4 OF SECTION 32, AFORESAID, DESCRIBED AS FOLLOWS: BEGINNING AT A  
3064 POINT ON THE EAST LINE OF SAID NORTHEAST 1/4, 660.00 FEET SOUTH OF THE  
3065 NORTHEAST CORNER THEREOF; THENCE WEST 720.00 FEET; THENCE SOUTH  
3066 541.71 FEET TO THE NORTHERLY LINE OF THE RIGHT OF WAY OF THE ELGIN,  
3067 JOLIET AND EASTERN RAILWAY; THENCE NORTHEASTERLY ALONG SAID NORTH-  
3068 ERLY RIGHT OF WAY LINE TO THE EAST LINE OF SAID NORTHEAST 1/4; THENCE  
3069 NORTH 140.56 FEET TO THE PLACE OF BEGINNING, ALL IN LAKE COUNTY, ILLI-  
3070 NOIS.

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EXHIBIT B

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LEGAL DESCRIPTION OF ADDITIONAL PARCEL

3080 THAT PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 29, TOWN-  
3081 SHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING  
3082 WESTERLY OF THE WESTERLY LINE OF BUTTERFIELD ROAD ACCORDING TO THE  
3083 DEDICATION THEREOF RECORDED SEPTEMBER 25, 1956 AS DOCUMENT NO.  
3084 924527, BEING A LINE 40.00 FEET WESTERLY OF THE CENTER LINE OF SAID  
3085 BUTTERFIELD ROAD, IN LAKE COUNTY, ILLINOIS.

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EXHIBIT C

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LEGAL DESCRIPTION OF  
PARCELS 1-A, 1-B, 2, 3, 4 AND 5

3097 PARCEL 1-A

3099 THAT PART OF SECTION 29, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD  
3100 PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT  
3101 THE INTERSECTION OF THE EASTERLY LINE OF BUTTERFIELD ROAD PER INSTRU-  
3102 MENT RECORDED SEPTEMBER 25, 1956 AS DOCUMENT NO. 924527, SAID EASTERLY  
3103 LINE BEING A LINE 40.00 FEET, AS MEASURED AT RIGHT ANGLES, EASTERLY OF  
3104 AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTH-  
3105 EAST 1/4 OF SAID SECTION 29, WITH THE NORTH LINE OF THE NORTHWEST 1/4 OF  
3106 THE NORTHEAST 1/4 OF SAID SECTION 29; THENCE EASTERLY ALONG SAID LAST  
3107 DESCRIBED NORTH LINE TO THE EAST LINE OF THE NORTHWEST 1/4 OF THE  
3108 NORTHEAST 1/4 OF SAID SECTION 29; THENCE SOUTHERLY ALONG SAID LAST  
3109 DESCRIBED EASTLINE AND SAID EAST LINE EXTENDED SOUTHERLY TO AN INTER-  
3110 SECTION WITH THE SOUTH LINE OF SAID SECTION 29; THENCE WESTERLY ALONG  
3111 SAID LAST DESCRIBED SOUTH LINE TO AN INTERSECTION WITH THE EASTERLY  
3112 LINE OF BUTTERFIELD ROAD; THENCE NORTHERLY ALONG THE EASTERLY LINE  
3113 OF SAID BUTTERFIELD ROAD TO THE PLACE OF BEGINNING, IN LAKE COUNTY,  
3114 ILLINOIS.

3116 CONTAINING 231.10 ACRES.

3120 PARCEL 1-B

3122 THAT PART OF SECTIONS 28, 29, 32 AND 33, ALL IN TOWNSHIP 44 NORTH, RANGE  
3123 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS  
3124 FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4  
3125 OF THE NORTHEAST 1/4 OF SAID SECTION 29; THENCE SOUTHERLY ALONG THE  
3126 WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 29,  
3127 150.00 FEET TO THE CENTER OF THE DRAINAGE DITCH, SAID POINT BEING THE  
3128 PLACE OF BEGINNING; THENCE SOUTHEASTERLY ALONG THE CENTER OF SAID  
3129 DRAINAGE DITCH, 187.21 FEET TO A POINT ON A LINE 160.00 FEET, AS MEASURED  
3130 ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID  
3131 SECTION 29, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID QUARTER  
3132 QUARTER SECTION, SAID POINT BEING 248.00 FEET, AS MEASURED ALONG SAID  
3133 PARALLEL LINE, SOUTH OF THE INTERSECTION OF SAID PARALLEL LINE WITH  
3134 THE NORTH LINE OF SAID QUARTER QUARTER SECTION; THENCE NORTHERLY  
3135 ALONG SAID LAST DESCRIBED PARALLEL LINE, 248.00 FEET TO THE NORTH LINE  
3136 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 29; THENCE  
3137 EASTERLY ALONG SAID LAST DESCRIBED LINE TO THE WEST LINE OF THE EAST  
3138 667.20 FEET OF LOT 5 IN ERNST HECHT ESTATE SUBDIVISION, ACCORDING TO THE  
3139 PLAT THEREOF RECORDED MAY 23, 1918 AS DOCUMENT NO. 177862; THENCE  
3140 NORTHERLY ALONG SAID LAST DESCRIBED WEST LINE, 195.90 FEET TO THE  
3141 NORTH LINE OF THE SOUTH 195.90 FEET OF LOT 5 IN ERNST HECHT ESTATE

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3143 SUBDIVISION, AFORESAID; THENCE EASTERLY ALONG SAID LAST DESCRIBED  
3144 NORTH LINE, 667.20 FEET TO THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION  
3145 29, AFORESAID; THENCE SOUTHERLY ALONG SAID LAST DESCRIBED EAST LINE,  
3146 974.90 FEET TO THE SOUTHERLY LINE OF LOT 6 IN ERNST HECHT ESTATE SUBDI-  
3147 VISION, AFORESAID; THENCE SOUTHEASTERLY ALONG SAID LAST DESCRIBED  
3148 SOUTHERLY LINE TO AN INTERSECTION WITH A LINE 1050.00 FEET, AS MEASURED  
3149 AT RIGHT ANGLES, SOUTHWESTERLY OF AND PARALLEL WITH THE CENTER LINE  
3150 OF MILWAUKEE AVENUE; THENCE SOUTHEASTERLY ALONG SAID LAST  
3151 DESCRIBED PARALLEL LINE TO AN INTERSECTION WITH THE NORTHERLY RIGHT  
3152 OF WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY; THENCE WESTERLY  
3153 ALONG SAID LAST DESCRIBED NORTHERLY RIGHT OF WAY LINE TO AN INTER-  
3154 SECTION WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 32,  
3155 THENCE NORTHERLY ALONG SAID LAST DESCRIBED EAST LINE, 140.56 FEET TO A  
3156 POINT ON SAID EAST LINE, 660.00 FEET SOUTH OF THE NORTHEAST CORNER OF  
3157 SAID NORTHEAST 1/4; THENCE WEST 720.00 FEET; THENCE NORTHWESTERLY TO  
3158 THE POINT OF INTERSECTION OF THE SOUTH LINE OF SAID SECTION 29 WITH THE  
3159 SOUTHERLY EXTENSION OF THE EAST LINE OF THE NORTHWEST 1/4 OF THE  
3160 NORTHEAST 1/4 OF SAID SECTION 29; THENCE NORTHERLY ALONG SAID LAST  
3161 DESCRIBED LINE TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

3163 CONTAINING 411.36 ACRES.

3167 PARCEL 2

3169 THAT PART OF SECTIONS 28 AND 33, TOWNSHIP 44 NORTH, RANGE 11, EAST OF  
3170 THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:  
3171 BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF LOT 6 IN ERNST  
3172 HECHT ESTATE SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED  
3173 MAY 23, 1918 AS DOCUMENT NO. 17762, WITH THE WESTERLY LINE OF MILWAUKEE  
3174 AVENUE AS WIDENED BY CONDEMNATION IN CIRCUIT COURT, LAKE COUNTY,  
3175 CASE NO. 65-2323; THENCE SOUTHEASTERLY ALONG SAID LAST DESCRIBED WEST-  
3176 ERLY LINE OF MILWAUKEE AVENUE AS WIDENED TO AN INTERSECTION WITH THE  
3177 NORTHERLY RIGHT OF WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY;  
3178 THENCE WESTERLY ALONG SAID LAST DESCRIBED NORTHERLY RIGHT OF WAY  
3179 LINE TO AN INTERSECTION WITH A LINE 1050.00 FEET, AS MEASURED AT RIGHT  
3180 ANGLES, SOUTHWESTERLY OF AND PARALLEL WITH THE CENTER LINE OF SAID  
3181 MILWAUKEE AVENUE; THENCE NORTHWESTERLY ALONG SAID LAST DESCRIBED  
3182 PARALLEL LINE TO AN INTERSECTION WITH THE SOUTHERLY LINE OF LOT 6 IN  
3183 ERNST HECHT SUBDIVISION, AFORESAID; THENCE SOUTHEASTERLY ALONG SAID  
3184 LAST DESCRIBED SOUTHERLY LINE TO THE PLACE OF BEGINNING, IN LAKE  
3185 COUNTY, ILLINOIS.

3187 CONTAINING 73.22 ACRES.

3190 PARCEL 3

3192 THAT PART OF SECTION 32, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD  
3193 PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING  
3194 AT A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 32, 660.00  
3195 FEET SOUTH OF THE NORTHEAST CORNER OF SAID NORTHEAST 1/4; THENCE

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3197 WEST 720.00 FEET TO A POINT FOR A PLACE OF BEGINNING; THENCE SOUTH  
3198 541.71 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF THE ELGIN, JOLIET  
3199 AND EASTERN RAILWAY; THENCE SOUTHWESTERLY ALONG SAID LAST  
3200 DESCRIBED NORTHWESTERLY RIGHT OF WAY LINE TO AN INTERSECTION WITH  
3201 THE EASTERLY LINE OF BUTTERFIELD ROAD, BEING A LINE 40.00 FEET, AS MEA-  
3202 SURED AT RIGHT ANGLES, EASTERLY OF AND PARALLEL WITH THE CENTER LINE  
3203 OF SAID BUTTERFIELD ROAD; THENCE NORTHERLY ALONG THE EASTERLY LINE  
3204 OF SAID BUTTERFIELD ROAD TO AN INTERSECTION WITH THE NORTH LINE OF  
3205 SAID SECTION 32; THENCE EASTERLY ALONG SAID LAST DESCRIBED NORTH LINE,  
3206 BEING ALSO THE SOUTH LINE OF SECTION 29, TOWNSHIP 44 NORTH, RANGE 11,  
3207 EAST OF THE THIRD PRINCIPAL MERIDIAN, TO AN INTERSECTION WITH THE  
3208 SOUTHERLY EXTENSION OF THE EAST LINE OF THE NORTHWEST 1/4 OF THE  
3209 NORTHEAST 1/4 OF SECTION 29, AFORESAID; THENCE SOUTHEASTERLY TO THE  
3210 PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

3212 CONTAINING 170.62 ACRES.

3216 PARCEL 4

3218 THAT PART OF SECTIONS 32 AND 33, TOWNSHIP 44 NORTH, RANGE 11, EAST OF  
3219 THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:  
3220 BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF  
3221 THE ELGIN, JOLIET AND EASTERN RAILWAY WITH THE WESTERLY LINE OF  
3222 MILWAUKEE AVENUE AS WIDENED BY CONDEMNATION IN CIRCUIT COURT, LAKE  
3223 COUNTY, CASE NO. 65-2323; THENCE SOUTHEASTERLY ALONG SAID LAST  
3224 DESCRIBED WESTERLY LINE OF MILWAUKEE AVENUE AS WIDENED TO AN INTER-  
3225 SECTION WITH THE WESTERLY LINE OF MILWAUKEE AVENUE AS WIDENED PER  
3226 INSTRUMENT RECORDED DECEMBER 19, 1974 AS DOCUMENT NO. 1691385; THENCE  
3227 SOUTHERLY ALONG SAID LAST DESCRIBED WESTERLY LINE OF MILWAUKEE AVE-  
3228 NUE AS WIDENED TO AN INTERSECTION WITH THE NORTH LINE OF HAWTHORN  
3229 CENTER, BEING A SUBDIVISION OF PARTS OF SECTIONS 33 AND 34, AFORESAID,  
3230 ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 19, 1977 AS DOCU-  
3231 MENT NO. 1866654; THENCE WESTERLY ALONG SAID LAST DESCRIBED NORTH  
3232 LINE AND THE NORTH LINE OF OUTLOT 1 IN NEW CENTURY TOWN, UNIT 1, BEING  
3233 A SUBDIVISION OF PARTS OF SECTIONS 32 AND 33, AFORESAID, ACCORDING TO  
3234 THE PLAT THEREOF RECORDED NOVEMBER 2, 1973 AS DOCUMENT NO. 1641342,  
3235 2356.91 FEET TO AN ANGLE POINT IN THE NORTHERLY LINE OF SAID OUTLOT 1;  
3236 THENCE SOUTHWESTERLY ALONG THE NORTHERLY LINE OF SAID OUTLOT 1 TO  
3237 AN ANGLE POINT IN SAID NORTHERLY LINE; THENCE WESTERLY ALONG THE  
3238 NORTHERLY LINE OF SAID OUTLOT 1 TO THE EASTERLY LINE OF LAKEVIEW  
3239 PARKWAY AS DEDICATED BY PLAT RECORDED OCTOBER 18, 1978 AS DOCUMENT  
3240 NO. 1954348; THENCE NORTHERLY ALONG SAID EASTERLY LINE OF LAKEVIEW  
3241 PARKWAY TO AN ANGLE POINT IN SAID LINE; THENCE NORTHEASTERLY ALONG  
3242 THE SOUTHEASTERLY LINE OF SAID LAKEVIEW PARKWAY, 609.19 FEET TO AN  
3243 ANGLE POINT IN SAID LINE; THENCE NORTHERLY ALONG THE EASTERLY LINE OF  
3244 SAID LAKEVIEW PARKWAY, BEING ALSO THE EASTERLY LINE OF NEW CENTURY  
3245 TOWN SITES 29 AND 30, UNIT 16, BEING A SUBDIVISION OF PART OF SECTION 33,  
3246 AFORESAID, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 30, 1979 AS  
3247 DOCUMENT NO. 1985905, 1552.31 FEET TO AN INTERSECTION WITH THE SOUTH-  
3248 ERLY LINE OF A 120.00 FEET WIDE STRIP OF LAND LYING SOUTHERLY OF,

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3250 ADJOINING AND BEING PARALLEL WITH THE SOUTHERLY RIGHT OF WAY LINE OF  
3251 THE ELGIN, JOLIET AND EASTERN RAILWAY; THENCE SOUTHWESTERLY ALONG  
3252 THE SOUTHERLY LINE OF SAID 120.00 FEET WIDE STRIP OF LAND TO THE EAST-  
3253 ERLY LINE OF BUTTERFIELD ROAD; THENCE NORTHERLY ALONG THE EASTERLY  
3254 LINE OF BUTTERFIELD ROAD TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF  
3255 THE ELGIN, JOLIET AND EASTERN RAILWAY; THENCE NORTHEASTERLY ALONG  
3256 SAID LAST DESCRIBED SOUTHEASTERLY RIGHT OF WAY LINE TO THE PLACE OF  
3257 BEGINNING, IN LAKE COUNTY, ILLINOIS.

3259 CONTAINING 233.87 ACRES.

3263 PARCEL 5

3265 THAT PARCEL OF THE SOUTHEAST 1/4 OF SECTION 33 AND THE SOUTHWEST 1/4  
3266 OF SECTION 34, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL  
3267 MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTER-  
3268 SECTION OF THE EASTERLY LINE OF MILWAUKEE AVENUE AS WIDENED BY CON-  
3269 DEMNATION IN CIRCUIT COURT, LAKE COUNTY, CASE NO. 65-2323, WITH A LINE  
3270 RUNNING FROM A POINT 11.85 CHAINS (782.10 FEET) SOUTH OF THE CENTER POST  
3271 OF SECTION 34, AFORESAID, TO A POINT 9.09 CHAINS (599.94 FEET) SOUTH OF THE  
3272 CENTER POST OF SECTION 33, AFORESAID; THENCE EASTERLY ALONG SAID LAST  
3273 DESCRIBED LINE TO THE CENTER LINE OF THE DES PLAINES RIVER; THENCE  
3274 SOUTHEASTERLY ALONG THE CENTER LINE OF SAID DES PLAINES RIVER TO THE  
3275 EASTERLY EXTENSION OF THE NORTHERLY LINE OF SAID DES PLAINES RIVER TO THE  
3276 LINE ROAD) AS WIDENED BY CONDEMNATION IN CIRCUIT COURT, LAKE COUNTY,  
3277 CASE NO. 87 ED 11; THENCE WESTERLY ALONG SAID LAST DESCRIBED NORTH-  
3278 ERLY LINE AS WIDENED TO AN INTERSECTION WITH THE NORTHEASTERLY LINE  
3279 OF ROAD AS WIDENED BY DEDICATION RECORDED WITH THE NORTHEASTERLY LINE  
3280 MENT NO. 1691386; THENCE NORTHERLY ALONG SAID LAST DESCRIBED NORTH-  
3281 EASTERLY LINE AND ALONG THE EASTERLY LINE OF ROAD AS WIDENED BY DED-  
3282 ICATION RECORDED JULY 9, 1929 AS DOCUMENT NO. 339740 TO AN INTERSEC-  
3283 TION WITH THE EASTERLY LINE OF MILWAUKEE AVENUE AS WIDENED BY CON-  
3284 DEMNATION IN CIRCUIT COURT, LAKE COUNTY, CASE NO. 65-2323; THENCE  
3285 NORTHERLY ALONG SAID LAST DESCRIBED EASTERLY LINE OF MILWAUKEE AVE-  
3286 NUE AS WIDENED TO THE PLACE OF BEGINNING, ALL IN LAKE COUNTY, ILLINOIS.

3288 CONTAINING 53.58 ACRES.

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EXHIBIT E

3301

LEGAL DESCRIPTION OF THE ESTATE

3304 THAT PART OF THE EAST 1/2 OF SECTION 33, TOWNSHIP 44 NORTH, RANGE  
3305 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COM-  
3306 MENCING AT THE INTERSECTION OF THE WESTERLY LINE OF MILWAUKEE AVE-  
3307 NUE (STATE ROUTE NO. 21) AS WIDENED, BEING A LINE 50.0 FEET, AS MEASURED  
3308 AT RIGHT ANGLES, WESTERLY OF AND PARALLEL WITH THE CENTER LINE OF  
3309 SAID ROAD, WITH THE SOUTHERLY RIGHT OF WAY LINE OF THE ELGIN, JOLIET  
3310 AND EASTERN RAILWAY; THENCE SOUTH 11 DEGREES 05 MINUTES 47 SECONDS  
3311 EAST (BEING AS ASSUMED BEARING FOR THIS LEGAL DESCRIPTION) ALONG SAID  
3312 WESTERLY LINE OF MILWAUKEE AVENUE, 639.91 FEET TO A POINT 636.86 FEET, AS  
3313 MEASURED AT RIGHT ANGLES, SOUTHERLY OF THE SOUTHERLY RIGHT OF WAY  
3314 LINE OF SAID ELGIN, JOLIET AND EASTERN RAILWAY AND A PLACE OF BEGIN-  
3315 NING OF THE LAND HEREIN DESCRIBED; THENCE CONTINUING SOUTH 11  
3316 DEGREES 05 MINUTES 47 SECONDS EAST ALONG SAID WESTERLY LINE OF  
3317 MILWAUKEE AVENUE, 191.70 FEET TO AN ANGLE POINT IN SAID LINE; THENCE  
3318 NORTH 78 DEGREES 54 MINUTES 13 SECONDS EAST, 10.0 FEET TO A LINE 40.0  
3319 FEET, MEASURED AT RIGHT ANGLES, WESTERLY OF AND PARALLEL WITH THE  
3320 CENTER LINE OF SAID MILWAUKEE AVENUE; THENCE SOUTH 11 DEGREES 05 MIN-  
3321 UTES 47 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE BEING THE  
3322 WESTERLY LINE OF MILWAUKEE AVENUE AS WIDENED, 1176.60 FEET TO A POINT  
3323 OF CURVATURE; THENCE CONTINUING SOUTHERLY ALONG THE WESTERLY LINE  
3324 OF MILWAUKEE AVENUE, BEING A CURVED LINE CONVEX TO THE EAST, HAVING A  
3325 RADIUS OF 11681.72 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE  
3326 AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 371.93 FEET TO A POINT  
3327 ON SAID WESTERLY LINE OF MILWAUKEE AVENUE 726.05 FEET, AS MEASURED AT  
3328 RIGHT ANGLES, NORTH OF THE NORTH LINE OF HAWTHORN CENTER, BEING A  
3329 SUBDIVISION OF PARTS OF SECTION 33 AND 34, TOWNSHIP 44 NORTH, RANGE 11,  
3330 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF  
3331 RECORDED SEPTEMBER 19, 1977 AS DOCUMENT NO. 1866654;

3333 THENCE SOUTH 80 DEGREES 43 MINUTES 40 SECONDS WEST, 202.81 FEET;

3335 THENCE NORTH 85 DEGREES 15 MINUTES 45 SECONDS WEST, 1421.95 FEET;

3337 THENCE NORTH 37 DEGREES 28 MINUTES 22 SECONDS WEST, 1073.41 FEET;

3339 THENCE NORTH 00 DEGREES 46 MINUTES 15 SECONDS WEST, 583.53 FEET TO  
3340 AN INTERSECTION WITH A LINE 636.86 FEET, AS MEASURED AT RIGHT ANGLES,  
3341 SOUTHERLY OF AND PARALLEL WITH SAID SOUTHERLY RIGHT OF WAY LINE OF  
3342 THE ELGIN, JOLIET AND EASTERN RAILWAY; THENCE NORTH 84 DEGREES 30 MIN-  
3343 UTES 01 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 1948.20  
3344 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

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EXHIBIT F

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ZONING, USE, BULK, AND OTHER REGULATIONS  
AND STANDARDS APPLICABLE TO THE REAL ESTATE

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Provisions not Applicable. The provisions of the Zoning Ordinance, Subdivision Control Ordinance and other Village ordinances, to the extent they are limited by or in conflict with the definitions, regulations and standards set forth below, shall not apply to the development of the Real Estate.

144 B.

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Definitions. The following definitions shall be used in interpreting the standards, regulations and other provisions applicable to the Real Estate:

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1. Accessory Use, Building or Structure.

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(a) An "accessory use" is one which:

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(1) Is subordinate to and serves a principal building or principal use;

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(2) Is subordinate in area, extent or purpose to the principal building or principal use served;

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(3) Contributes to the comfort, convenience, or necessity of occupants of the principal building or principal use served; and

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(4) Is located on the same zoning lot as the principal building or principal use served with the single exception of such accessory off-street parking facilities as are permitted to locate elsewhere than on the same zoning lot with the building or use served.

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(b) An "accessory building or structure" is a building or structure devoted to an accessory use and includes, but is not limited to, the following:

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(1) A garage, shed, or building for domestic storage;

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(2) Storage of goods used in or produced by manufacturing activities, on the same lot or parcel of ground with such activities, unless storage is excluded by the district regulations;

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(3) Off-street motor vehicle parking area, and loading and unloading facilities;

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(4) Public utility communication, electric, gas, water, and sewer lines, their supports, and incidental equipment; and

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- 191 (5) Central heating or air-conditioning facilities, solar energy  
 192 collectors for the purpose of providing energy for heating  
 193 and/or cooling whether as part of a structure or incidental  
 194 to a group of structures in the nearby vicinity;
- 197 (c) No accessory buildings shall be used for residential living quarters.
- 200 2. Building. Any structure with substantial walls and roof securely affixed to  
 201 the land and entirely separated on all sides from any other structure by  
 202 space or by walls in which there are no communicating doors, windows, or  
 203 openings; and which is designed or intended for the shelter, enclosure, or  
 204 protection of persons, animals, or chattels.
- 206 3. Building Height. The vertical distance measured from the surface of the  
 207 first finished floor of a building to the highest point of a building, exclud-  
 208 ing chimneys and rooftop mechanical appurtenances.
- 210 4. Building Setback Line. A line parallel to the street line at a distance from  
 211 it, regulated by the front yard requirements hereinafter set forth.
- 213 5. Clinic, Medical and Dental. An establishment (but not including a hospi-  
 214 tal) where patients are admitted for study or treatment by two or more  
 215 licensed physicians or dentists and their professional associates, practic-  
 216 ing medicine or dentistry together.
- 218 6. Club or Lodge, Private. An association of persons who are bona fide  
 219 members paying annual dues, which owns, hires, or leases a building or  
 220 portion thereof. Food and alcoholic beverages may be served on its prem-  
 221 ises, provided they are secondary and incidental to the principal use and  
 222 appropriate licenses are obtained from the Village.
- 224 7. Commercial Vehicle. Any vehicle other than a passenger vehicle oper-  
 225 ated for the transportation of persons or property in the furtherance of  
 226 any commercial or industrial enterprise, For-Hire or Not-For-Hire, not  
 227 including, however, a recreational vehicle not being used commercially.
- 229 8. Concentration Area. Any part of Parcel 1 or Parcel 4 which: (a) is situ-  
 230 ated within one thousand (1,000) feet of Lake Charles or Harvey Lake or  
 231 within one thousand (1,000) feet of any Undeveloped Zone consisting of  
 232 not less than twenty (20) acres; and (b) is situated more than one thousand  
 233 (1,000) feet distant from the easterly right-of-way line of Butterfield  
 234 Road.
- 236 9. Corner Lot. See Lot, Corner.
- 238 10. Court. An open unoccupied space other than a required yard on the same  
 239 lot with a building, which is totally or partially enclosed by a building or  
 240 buildings and completely open to the sky.
- 242 11. Court, Inner. A court enclosed on all sides by exterior walls of a building  
 243 or by exterior walls and lot lines on which walls are allowable.
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12. Court, Outer. A court enclosed on not more than three sides by exterior walls of a building or by exterior walls and lot lines on which walls are allowable, with one side or end open to a street, driveway, alley or yard.
  13. Coverage, Lot. See Lot Coverage, as defined in the Zoning Ordinance.
  14. Curb Level. See Grade, as defined in the Zoning Ordinance.
  15. Day Care Center. An establishment which receives elderly persons or pre-school or school-age children for short term or extended hours of care and which provides essential personal care, protection, supervision, training and programs to meet the needs of the persons served.
  16. Driveway. The paved area located between the curb of the roadway in the public street and the open or enclosed parking area or building.
  17. Dwelling. A building, or portion thereof, designed or used exclusively for residential occupancy, including single-family dwelling, two-family dwellings, and multiple-family dwellings, but not including mobile homes or other trailers or lodging houses, hotels, or motels.
  18. Dwelling, attached. A dwelling unit having its own ground floor entrance, joined to two (2) or more dwellings by party walls, or other horizontally unifying structural element.
  19. Dwelling, detached. A dwelling which is surrounded on all sides by open space.
  20. Dwelling, multiple-family. A dwelling containing three (3) or more dwelling units.
  21. Dwelling, single-family. A dwelling containing one dwelling unit.
  22. Dwelling, two-family. A dwelling containing two (2) dwelling units.
  23. Floor Area Ratio. With respect to any given tract of land, the ratio obtained by dividing the Gross Floor Area of all buildings situated on such tract by the area of such tract.
  24. Frontage. All the property on one side of a street between two intersecting streets (crossing or terminating) measured along the line of the street, or if the street is dead-ended, then all of the property abutting on one side between an intersecting street and the dead-end of the street.
  25. Gross Floor Area. The sum of the gross horizontal areas of all floors, including basement space (if occupiable for the principal use of the building but not if used for storage or for the maintenance of mechanical equipment), in a building, which areas shall be measured from the exterior faces of the exterior walls or from the centerline of walls separating buildings, as the case may be, but not including mechanical penthouses, floor area devoted to parking or loading, lobbies, courts or atriums.

- 299      26. Hotel or Motel. A building in which rooms or suites are reserved to provide living and sleeping accommodations for temporary guests.
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- 302      27. Laboratory, Commercial. A place devoted to experimental study such as testing and analyzing. Manufacturing, assembly, or packaging of products as a principal use is not included within this definition.
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- 306      28. Loading and Unloading Space, Off-Street. An open hard surfaced area of land other than a street or public way, the principal use of which is for the standing, loading and unloading of motor trucks, tractors, and trailers to avoid undue interference with the public use of streets and alleys.
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- 311      29. Lot. The word "lot" when used alone shall mean a zoning lot unless the context clearly indicates otherwise.
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- 314      30. Lot, Corner. A parcel of land situated at the intersection of two or more streets or adjoining a curved street at the end of a block.
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- 317      31. Lot Line, Front. That boundary of a lot or tract of land which is along a public or private street, right-of-way or easement of access. On a corner lot, the lot line having the shortest length abutting a street, right-of-way or easement of access is the front lot line.
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- 322      32. Lot Line, Rear. The lot line or lot lines most nearly parallel to and most remote from the front lot line. Lot lines other than front or rear lot lines are side lot lines.
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- 326      33. Lot Width. The horizontal distance between the side lot lines measured at right angles to the lot depth at the established front building line.
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- 329      34. Lot, Zoning. A tract of land which is designated by its owner or developer as a tract to be used, developed or built upon as a single unit. A zoning lot may or may not coincide with a subdivided lot of record.
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- 333      35. Manufacture. The making of anything by an agency or process.
- 335      36. Octave Band. A means of dividing the range of sound frequencies into octaves in order to classify sound according to pitch.
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- 338      37. Parking Area. A hard-surfaced area other than a street, driveway or public way, designed, arranged, and made available for the parking of private passenger automobiles, recreational vehicles and commercial vehicles of occupants of the building or buildings for which the parking area is developed and is accessory.
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- 344      38. Parking Area, Underground. A building or portion of a building designed, arranged, and made available to occupants of the building under which the parking is developed for storage of private passenger automobiles and commercial vehicles.
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39. Parking Facility, Off-street. A structure which is designed or used exclusively for the storage of passenger motor vehicles, recreational vehicles and commercial vehicles not exceeding one and one-half (1½) tons in capacity either for accessory or commercial off-street parking spaces.
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40. Parking Space. Space within a public or private parking area or parking facility for the storage of one passenger automobile or commercial vehicle under one and one-half (1½) ton capacity.
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41. Public Utility Facilities. Poles, towers, wires, cables, conduits, vaults, laterals, transformers, pedestals, switchgear and other similar transmission or distribution equipment of a public utility.
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42. Public Way. A thoroughfare for travel or transportation from place to place which is accessible to the public.
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43. Ringelmann Number. The number of the area on the Ringelmann Chart published and used by the U.S. Bureau of Mines that coincides most nearly with the visual density of emission or the light-obscuring capacity of smoke.
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44. Senior Citizen/Elderly/Congregate Housing. Housing constructed, maintained and operated for the exclusive occupancy of individual units therein by: (i) persons who are at least 55 years of age; (ii) persons who are under a disability or are handicapped; or (iii) two (2) to four (4) persons, one of whom meets the occupancy criteria stated in (i) or (ii).
45. Setback Line, Building. See Building Setback Line.
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46. Sign(s). Any identification, description, illustration or illuminated device which is visible from any public place or is located on private property and exposed to the public and which directs attention to a product, service, place, activity, person, institution, business, or solicitation, including any permanently installed or situated merchandise or any emblem, painting, banner, pennant, placard, or temporary sign designed to advertise, identify or convey information, with the exception of national flags. For the purpose of removal, signs shall also include all sign structures.
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47. Smoke Units. The number obtained by multiplying the smoke density in Ringelmann numbers by the time of emission in minutes. For the purpose of the Ringelmann Chart, Ringelmann density reading is made at least once every minute during the period of observation; each reading is then multiplied by the time in minutes during which it is observed, and the various products are added together to give the total number of "smoke units" observed during the total period under observation.
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48. Story. That portion of a building, other than a basement or cellar, included between the surface of any floor and the surface of the floor next above it, or if there be no floor above it, then the space between the floor and the ceiling next above it.

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49. Street. The width of the right-of-way or easement, whether public or private, which affords a primary means of vehicular access to abutting properties. A street shall not be considered as the width of pavement or other improvement on the right-of-way.
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50. Street Line. A dividing line between a lot, tract, or parcel of land and a contiguous street.
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51. Structure. Anything built, constructed or placed, which requires location in or on the ground or is attached to something having a location on the ground.
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52. Structural Alterations. Any change other than incidental repairs which would prolong the life of the supporting members of a building or structure, such as bearing walls, columns, beams, or girders.
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53. Terrace, Open. A level plane or platform which is located abutting one or more faces of the principal structure and which is constructed not more than four feet in height above the average level of the adjoining ground.
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54. Undeveloped Zone. A parcel of land and/or water which: (a) is owned by a person or entity other than the Village, the Vernon Hills Park District or any school district and is subject to use by the public as a public or quasi-public conservation area, park, school, lake or waterway; (b) is subject to a restriction imposed by order court, deed, plat or dedication which prevents development thereof in a manner otherwise permissible under applicable Village ordinances or under this Agreement; or (c) is devoted to any privately owned active or passive recreational use (including, without limitation, a golf course). Each part of an Undeveloped Zone must satisfy one or more of the above three criteria, but an entire Undeveloped Zone need not satisfy any single one of such three criteria. An Undeveloped Zone may be irregular in shape (provided it is reasonably compact under the circumstances) and may include public or private roads or easements. No part of the Estate shall qualify as an Undeveloped Zone.
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55. Unified Retail Center. A development of ten (10) or more acres which is devoted principally to retail sale and/or retail service businesses. A Unified Retail Center may consist of one or more principal buildings, may contain one or more lots which are devoted to separate uses and may be owned by different entities. A Unified Retail Center may be developed in stages or phases and shall initially be under either unified control or single ownership.
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56. Use. The purpose for which land or a building thereon is designed, arranged or intended, or for which it is occupied, maintained, let, or leased:
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57. Yard, Front. A yard extending across the full width of a zoning lot or tract of land and lying between the front line of such lot or tract and the nearest line of the building.

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- 454 58. Yard, Rear. A yard extending across the full width of a zoning lot or  
 455 tract of land and lying between the rear line of such lot or tract and the  
 456 nearest line of the principal building which is unobstructed and unoccu-  
 457 pied from its lowest level upward except as otherwise permitted.
- 459 59. Yard, Side. That part of the yard lying between the nearest line of the  
 460 principal building and a side lot line, and extending from the required  
 461 front yard (or from the front lot line, if there is no required front yard) to  
 462 the required rear yard which is unoccupied and unobstructed from its low-  
 463 est level upward except as otherwise permitted.
- 467 C. Permitted and Special Uses. Only the following permitted and special uses shall  
 468 be authorized on the Real Estate:
- 471 Section 1. Residential Uses in Parcels 1-A, 1-B, 3 and 4
- 473 1.1 Permitted Uses:
- 476 1.1.1 Detached single-family dwellings;
- 478 1.1.2 Two-family and attached single-family dwellings;
- 480 1.1.3 Multiple-family dwellings (but not in Parcel 3);
- 482 1.1.4 Senior Citizen/Elderly/Congregate Housing (but not in Par-  
 483 cel 3);
- 485 1.1.5 Houses of worship, convents, rectories, parsonages, parish  
 486 houses and monasteries, including schools sponsored by and  
 487 operated within the sponsor's buildings;
- 489 1.1.6 Parks, playgrounds, and recreational facilities;
- 491 1.1.7 Public schools, elementary and high, and private schools  
 492 having the same curriculum as ordinarily given in the pub-  
 493 lic schools;
- 495 1.1.8 Nurseries, provided all plants sold shall be grown on the  
 496 premises;
- 498 1.1.9 Extraction of sand, gravel or other raw materials (but only  
 499 as to that part of Parcel 1-B within Lake Charles and only  
 500 for the purpose of extracting materials to be used for con-  
 501 struction of improvements relating to the Real Estate  
 502 within twenty (20) years from the date hereof);
- 504 1.1.10 Farms, excluding the raising of livestock and poultry  
 505 thereon;

- 508 1.1.11 Golf courses and driving ranges (but no driving range shall
- 509 have lights for night use without the approval of the Cor-
- 510 porate Authorities);
- 512 1.1.12 Off-street parking areas and parking facilities, as required
- 513 or permitted by Paragraph K below;
- 515 1.1.13 Accessory uses (specifically including public and private
- 516 sanitary sewer and/or water systems and facilities); and
- 518 1.1.14 Any use determined by the Corporate Authorities to be
- 519 similar and compatible to the uses listed above.
- 523 1.2 Special Uses:
- 526 1.2.1 Any building owned or leased by a public utility as a branch
- 527 office or distribution center;
- 529 1.2.2 Any public building erected or leased by any department of
- 530 municipal, state, county or federal government;
- 532 1.2.3 Convalescent care facilities;
- 534 1.2.4 Hospitals, provided that such buildings may not cover more
- 535 than thirty percent (30%) of the total lot area and such
- 536 buildings shall be set back an additional two (2) feet from
- 537 all lot lines for every foot of building height;
- 539 1.2.5 Storage and service of school buses;
- 541 1.2.6 Day care centers;
- 543 1.2.7 Riding stables; and
- 545 1.2.8 Any use determined by the Corporate Authorities to be
- 546 similar and compatible to the uses listed above.

550 Section 2. Non-Residential Uses in Parcel 1-B and That Portion of Parcel 4 Which is  
 551 More Than One Thousand (1,000) Feet Distant from the Westerly  
 552 Right-of-Way Line of Milwaukee Avenue

- 556 2.1 Permitted Uses Throughout:
- 559 2.1.1 Hotels and motels;
- 561 2.1.2 Business and professional offices and office buildings
- 562 (including corporate headquarters);
- 564 2.1.3 Research and development facilities including the testing
- 565 of products but not including the manufacture of products

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- 567 (except as incidental to the research and testing of prod-  
568 ucts);
- 570 2.1.4 Museums (as to Parcel 4 only);
- 572 2.1.5 Greenhouses (as to Parcel 4 only);
- 574 2.1.6 Accessory uses; and
- 576 2.1.7 Any use determined by the Corporate Authorities to be  
577 similar and compatible to the uses listed above.
- 581 2.2 Permitted Uses in Limited Portions of Parcels (i.e. Limited to  
582 Hotels, Office Buildings, Clubs, Restaurants, Etc. as Provided in  
583 Paragraph "H" of Article VIII of this Agreement):
- 586 2.2.1 Antique shops;
- 588 2.2.2 Arcades for electronic games;
- 590 2.2.3 Art Galleries;
- 592 2.2.4 Bakeries (provided that all goods produced on the premises  
593 are sold at retail on the premises);
- 595 2.2.5 Banks and savings and loan associations (but not including  
596 drive-in or drive-through facilities without the approval of  
597 the Corporate Authorities);
- 599 2.2.6 Barber and beauty shops;
- 601 2.2.7 Book and stationery stores;
- 603 2.2.8 Camera and photographic stores;
- 605 2.2.9 Candy, confectionary and ice cream stores;
- 607 2.2.10 Card and gift shops;
- 609 2.2.11 China and glassware stores
- 611 2.2.12 Clinics (medical and dental);
- 613 2.2.13 Cocktail lounges;
- 615 2.2.14 Coin and philatelic shops;
- 617 2.2.15 Drug stores and pharmacies;
- 619 2.2.16 Dry cleaners and laundries (drop-off and pick-up only);

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- 622 2.2.17 Florist shops;
- 624 2.2.18 Furrier shops;
- 626 2.2.19 General retail sales;
- 628 2.2.20 Hobby and craft shops;
- 630 2.2.21 Jewelry stores;
- 632 2.2.22 Leather goods and luggage stores;
- 634 2.2.23 Office supply stores;
- 636 2.2.24 Optical shops;
- 638 2.2.25 Physical culture and health services, reducing salons;
- 640 2.2.26 Package liquor stores;
- 642 2.2.27 Photographic studios;
- 644 2.2.28 Private clubs;
- 646 2.2.29 Restaurants (including those serving alcoholic beverages  
647 but excluding drive-in and drive-through)
- 649 2.2.30 Shoe stores;
- 651 2.2.31 Sporting goods stores;
- 653 2.2.32 Retail tailor and dressmaking shops;
- 655 2.2.33 Toy stores;
- 657 2.2.34 Travel agencies;
- 659 2.2.35 Video stores;
- 661 2.2.36 Wearing apparel shops;
- 663 2.2.37 Accessory uses; and
- 665 2.2.38 Any use determined by the Corporate Authorities to be  
666 similar and compatible to the uses listed above.

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- 671 Section 3. Non-Residential Uses in Parcels 1-A and 3
- 673 3.1 Permitted Uses Throughout Parcel 3:
- 676 3.1.1 Blueprinting and photostating;
- 678 3.1.2 Bookbinding;
- 680 3.1.3 Engraving, printing and publishing;
- 682 3.1.4 Lithographing;
- 684 3.1.5 Warehouse storage of nonhazardous materials, products and  
685 equipment, wholly enclosed within a building;
- 687 3.1.6 Wholesale sales and warehouses;
- 689 3.1.7 Sales rooms accessory to permitted uses; and
- 691 3.1.8 Light manufacturing, fabricating, processing, assembly,  
692 repairing, storing, servicing or testing of materials, goods  
693 or products;
- 695 3.1.9 Business and professional offices and office buildings;
- 697 3.1.10 Research laboratories;
- 699 3.1.11 Accessory uses; and
- 701 3.1.12 Any use determined by the Corporate Authorities to be  
702 similar and compatible to the uses listed above.
- 706 3.2 Permitted Uses in Limited Portions of Parcels 1-A and 3 (i.e. Lim-  
707 ited to an Aggregate Area of Not More than Twenty (20) Acres  
708 Abutting Butterfield Road, as Provided in Paragraph "G" of Article  
709 VIII of this Agreement):
- 712 3.2.1 All uses identified or referred to above in Section 2.2 (other  
713 than cocktail lounges and medical clinics);
- 715 3.2.2 Art and school supply stores;
- 717 3.2.3 Bicycle shops;
- 719 3.2.4 Food stores, delicatessens, grocery stores and supermar-  
720 kets;
- 722 3.2.5 Furniture stores;
- 724 3.2.6 Hardware stores;

- 727 3.2.7 Household appliance stores;
- 729 3.2.8 Interior decorating stores;
- 731 3.2.9 Locksmith shops;
- 733 3.2.10 Meat markets;
- 735 3.2.11 Music stores;
- 737 3.2.12 Paint and wallpaper stores;
- 739 3.2.13 Pet stores;
- 741 3.2.14 Professional and business offices;
- 743 3.2.15 Radio, t.v., hi-fi and record stores;
- 745 3.2.16 Schools, music & dancing;
- 747 3.2.17 Shoe and clothing repair shops;
- 749 3.2.18 Variety stores;
- 751 3.2.19 Accessory uses; and
- 753 3.2.20 Any use determined by the Corporate Authorities to be
- 754 similar and compatible to the uses listed above.
- 758 3.3 Special Uses in the Limited Portions of Parcels 1-A and 3 Described
- 759 in Section 3.2:
- 762 3.3.1 Business and trade schools;
- 764 3.3.2 Carpet, rug and tile stores;
- 766 3.3.3 Cocktail lounges;
- 768 3.3.4 Equipment rental (outdoor);
- 770 3.3.5 Medical clinics;
- 772 3.3.6 Properly screened outdoor sales;
- 774 3.3.7 Any use determined by the Corporate Authorities to be
- 775 similar and compatible to the uses listed above.

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780 Section 4. Non-Residential Uses in Parcels 2 and 5 and That Portion of Parcel 4  
781 Which is Within One Thousand (1,000) Feet of the Westerly Right-of-Way  
782 Line of Milwaukee Avenue

784 4.1 Permitted Uses:

- 787 4.1.1 All uses identified or referred to above in Section 3.2;
- 789 4.1.2 Cocktail lounges;
- 791 4.1.3 Clinics;
- 793 4.1.4 Day care centers;
- 795 4.1.5 Equipment rental (indoor);
- 797 4.1.6 Hotels and motels;
- 799 4.1.7 Movie Theatres and entertainment complexes;
- 801 4.1.8 Museums (as to Parcel 4 only);
- 803 4.1.9 Business and professional offices and office buildings  
804 (including corporate headquarters);
- 806 4.1.10 Off-street parking areas and parking facilities;
- 808 4.1.11 Accessory uses (specifically including public and private  
809 sanitary sewer and/or water systems and facilities); and
- 811 4.1.12 Any use determined by the Corporate Authorities to be  
812 similar and compatible to the uses listed above.

816 4.2 Special Uses:

- 819 4.2.1 Any building owned or leased by a public utility as a branch  
820 office or distribution center;
- 822 4.2.2 Any public building erected or leased by any department of  
823 municipal, state, county or federal government;
- 825 4.2.3 Animal clinic;
- 827 4.2.4 Animal hospital;
- 829 4.2.5 Automobile, new car dealerships with new car showrooms,  
830 auto preparation and service bays, new car storage and  
831 similar accessory uses normally consistent with a new car  
832 dealership. Used car sales shall be permitted only in con-  
833 junction with a new car dealership, and shall be limited to a  
834 maximum of three (3) square feet of outdoor display area
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- 836 for each one (1) square foot of new car indoor display or  
 837 sales showroom (excluding office space);
- 839 4.2.6 Automobile service stations and/or mini-marts and/or auto-  
 840 mobile laundries;
- 842 4.2.7 Banks and savings and loan associations, drive-in and drive-  
 843 through;
- 845 4.2.8 Business and trade schools;
- 847 4.2.9 Equipment rental (outdoor);
- 849 4.2.10 Funeral parlors;
- 851 4.2.11 Gunsmiths and gun shops;
- 853 4.2.12 Property screened outdoor sales;
- 855 4.2.13 Restaurants, drive-in and drive-through;
- 857 4.2.14 Wholesale sales; and
- 859 4.2.15 Any use determined by the Corporate Authorities to be  
 860 similar and compatible to the uses listed above.

864 D. Floor Area Ratio.

- 867 1. Residential Uses. There shall be no floor area ratio limitations in either  
 868 single-family, two-family or multiple-family residential developments  
 869 within the Real Estate.
- 871 2. Non-Residential Uses. Except with respect to Parcel 5, upon submission  
 872 of a Preliminary Plan for a development which includes a commercial  
 873 building, office building, hotel or limited industrial building, a separate  
 874 tract of land (which may be, but need not be, a separate zoning lot) shall  
 875 be assigned to each such building. The floor area ratio within any such  
 876 tract assigned to a commercial building (other than a hotel) shall not  
 877 exceed .35. The floor area ratio within any such tract assigned to a hotel,  
 878 office building or limited industrial building shall not exceed .5. There  
 879 shall be no floor area ratio limitation for individual buildings within  
 880 Parcel 5; provided the aggregate floor area ratio of all buildings within  
 881 Parcel 5 shall not exceed 1.0.

- 884 E. Ingress and Egress Systems. The provisions of Sections 13.7.2, 14.7.2, 15.7.2 and  
 885 16.7.2 of the Zoning Ordinance shall not be applicable to development on the  
 886 Real Estate. However, all buildings and uses maintained within the Real Estate  
 887 shall have access to a public street or a private street which in turn has access  
 888 to a public street.

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892 F. Height.

895 1. Without the prior approval of the Corporate Authorities, building heights  
896 within the Real Estate shall not exceed the following:

899 (a) Except as otherwise provided in the succeeding provi-  
900 sions of this paragraph F, buildings may be constructed to a maxi-  
901 mum height of three (3) stories or thirty-six (36) feet, whichever is  
902 greater, provided, however, that buildings containing commercial  
903 uses may be constructed to a maximum height of three (3) stories  
904 or fifty (50) feet, whichever is greater.

906 (b) Within any Concentration Area, nursing homes, hospitals  
907 and buildings containing multiple-family residential dwelling units  
908 may be constructed to a maximum height of six (6) stories or  
909 seventy-two (72) feet, whichever is greater.

911 (c) Within Parcel 5, office buildings and hotels may be con-  
912 structed to a maximum height of twelve (12) stories or one hundred  
913 forty-four (144) feet, whichever is greater; within Parcels 1-B, 2  
914 and 4, hotels may be constructed to a maximum height of eight (8)  
915 stories or ninety-six (96) feet, whichever is greater, and office  
916 buildings may be constructed to a maximum height of six (6) stories  
917 or seventy-two (72) feet, whichever is greater.

919 (d) Notwithstanding (b) and (c) above, within that part of  
920 Parcel 4 situated within three hundred (300) feet of the easterly  
921 right-of-way line of Lakeview Parkway, no buildings may be con-  
922 structed to a height in excess of three (3) stories or thirty-six (36)  
923 feet, whichever is greater.

925 (e) Within Parcel 3, non-residential buildings may be con-  
926 structed to a maximum height of four (4) stories or forty-eight (48)  
927 feet, whichever is greater, provided, however, that within three  
928 hundred (300) feet of the southerly boundary of Parcel 3 such  
929 non-residential buildings shall not exceed two (2) stories or  
930 twenty-four (24) feet, whichever is greater.

932 (f) Accessory buildings or structures in single-family resi-  
933 dential developments (except for garages) shall not exceed ten (10)  
934 feet in height. Garages in single-family residential developments  
935 shall not exceed twenty-five (25) feet in height. Accessory build-  
936 ings or structures in multiple-family residential and non-residential  
937 developments shall not exceed twenty-five (25) feet in height  
938 except that accessory parking structures may be built to the height  
939 of the building served by such accessory parking structure.

942 2. No chimney or rooftop mechanical appurtenances shall exceed fifteen (15)  
943 feet in height and all such rooftop mechanical appurtenances shall be  
944 screened from view.

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949 G. Building Setback and Yard Requirements.

951 1. Front Yard Setbacks.

954 (a) In detached single-family residential developments, front yard set-  
955 backs shall be provided as follows:

959	<u>Lot Size</u>	<u>Front Yard Setback</u>
962	19,999 square feet or less	25 feet
964	20,000 square feet -	30 feet
965	39,999 square feet	
967	40,000 square feet -	40 feet
968	79,999 square feet	
970	80,000 square feet or more	65 feet

973 (b) In two-family and attached single-family residential developments,  
974 a front yard setback of not less than twenty (20) feet shall be pro-  
975 vided.

977 (c) In multiple-family residential developments, a front yard setback  
978 of not less than thirty (30) feet shall be provided.

980 (d) In commercial, office and limited industrial developments, a front  
981 yard setback of not less than thirty (30) feet shall be provided along  
982 a local street and a front yard setback of not less than forty (40)  
983 feet shall be provided along a collector street.

985 (e) In developments containing the uses identified or referred to here-  
986 inabove in Sections 1.1.5, 1.1.7, 1.1.8, 1.2.1, 1.2.2 and 1.2.4, a front  
987 yard setback of not less than sixty-five (65) feet shall be provided.

989 (f) On public streets, front yard setbacks shall be measured from the  
990 nearest right-of-way line of such streets. On private streets or  
991 easements of access, front yard setbacks shall be measured from  
992 the nearest curb line.

996 2. Side and Rear Yard Setbacks.

999 (a) In single-family residential developments, side yards shall be pro-  
1000 vided as follows:

1005	<u>Lot Size</u>	<u>Side Yard</u>
1008	11,999 square feet or less	7 feet
1010	12,000 square feet - 19,999 square feet	10 feet
1011		
1013	20,000 square feet - 39,999 square feet	15 feet
1014		
1016	40,000 square feet - 79,999 square feet	25 feet
1017		
1019	80,000 square feet or more	30 feet
1022	(b) In single-family residential developments, rear yards shall be provided as follows:	
1023		
1027	<u>Lot Size</u>	<u>Rear Yard</u>
1030	19,999 square feet or less	35 feet or 20% of the depth of the lot, whichever is greater
1031		
1032		
1034	20,000 square feet or more	50 feet or 20% of the depth of the lot, whichever is greater
1035		
1036		
1039	(c) In two-family and attached single-family residential developments, a side yard setback of not less than seven (7) feet shall be provided on each side of a building (except a side yard shall not be required where a side yard line is coterminous with a party wall) and a rear yard of not less than thirty (30) feet, or twenty (20) percent of the depth of the lot, whichever is greater, shall be provided.	
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1044	(d) In multiple-family residential developments, side yard setbacks of not less than thirty (30) feet shall be provided and rear yard setbacks of not less than thirty (30) feet, or twenty (20) percent of the depth of the lot, whichever is greater, shall be provided.	
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1049	(e) In commercial and office developments, a side yard setback of not less than thirty-five (35) feet shall be provided and a rear yard setback of not less than forty (40) feet shall be provided.	
1051		
1052		
1053	(f) In limited industrial developments, side and rear yard setbacks of not less than twenty-five (25) feet shall be provided unless the limited industrial building is greater than two (2) stores in height in which event side and rear setbacks of not less than thirty (30) feet shall be provided.	
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1059		

- 1062 (g) In developments containing the uses identified or referred to here-
- 1063 inabove in Sections 1.1.5, 1.1.7, 1.1.8, 1.2.1, 1.2.2 and 1.2.4, side
- 1064 yard setbacks of not less than twenty-five (25) feet shall be provided
- 1065 and a rear yard setback of not less than fifty (50) feet, or
- 1066 twenty percent (20%) of the lot depth, whichever is greater, shall
- 1067 be provided.
  
- 1070 3. Setback Requirements from Milwaukee Avenue, Illinois State Route 60
- 1071 and Butterfield Road. Notwithstanding the foregoing yard requirements,
- 1072 no commercial, office or limited industrial building shall be constructed
- 1073 within one hundred (100) feet, plus one foot for each foot of building
- 1074 height in excess of thirty-five (35) feet, of the right-of-way (existing as of
- 1075 the date of issuance of a building permit for such building) of either
- 1076 Milwaukee Avenue, Illinois State Route 60 or Butterfield Road.
  
- 1079 4. Distances Between Buildings.
  
- 1082 (a) In commercial, office and limited industrial developments, no
- 1083 building shall be maintained within twenty (20) feet of any other
- 1084 building. For purposes of this provision, any two or more user
- 1085 spaces sharing one or more common walls or separated solely by an
- 1086 outdoor sales area being maintained in conjunction with one of the
- 1087 adjacent uses, shall be considered to be a single building, regardless
- 1088 of the form of ownership of such user space.
  
- 1090 (b) In multiple-family residential developments, no two (2) story build-
- 1091 ing shall be maintained within twenty-five (25) feet of any other
- 1092 building and no three (3) story building shall be maintained within
- 1093 thirty (30) feet of any other building.
  
- 1096 5. Buffer Strips Along Public Rights-of-Way. In commercial, office and lim-
- 1097 ited industrial developments, a landscaped buffer strip of not less than
- 1098 twenty-five (25) feet in depth with such depth to be provided in any yard
- 1099 abutting a public right-of-way, measured from the lot line abutting said
- 1100 public right-of-way. In commercial, office and limited industrial develop-
- 1101 ments abutting Milwaukee Avenue, Illinois State Route 60 and Butterfield
- 1102 Road such buffer strip shall be not less than fifty (50) feet in depth mea-
- 1103 sured from the lot line abutting the right-of-way existing as of the date of
- 1104 issuance of a building permit for such development. Driveways for ingress
- 1105 and egress may be located within such landscaped buffer strip.
  
- 1107 6. Setback Requirements from Lake Charles and Harvey Lake. Except for
- 1108 piers, marinas, clubhouses and other water dependent uses, no structure
- 1109 may be constructed within one hundred (100) feet of Lake Charles or
- 1110 Harvey Lake without approval of the Corporate Authorities.
  
- 1114 H. Required Minimum Square Footage of Habitable Area In Residential Dwelling
- 1115 Units.

1118 For purposes hereof, habitable area shall be the horizontal square foot area of all  
 1119 floors of a dwelling unit above the finished grade, measured from the inside surfaces of

1121 all perimeter walls enclosing the dwelling unit. Habitable area shall not include cellars,  
 1122 garages, attics, basements, porches, patios, atriums, or similar areas which are acces-  
 1123 sory to a dwelling unit except that finished recreation rooms may be permitted in a  
 1124 basement and will be counted as habitable area, provided such area does not exceed ten  
 1125 (10) percent of the total habitable floor area requirement. Where the dwelling unit is  
 1126 multi-level, the tabular square foot area can be divided evenly or unevenly between  
 1127 levels provided the total required square foot requirement is met.

1131 1. Detached Single-Family Residential Dwelling Units.

1134	1135	Lot Size Per Dwelling Unit (Square Feet)	Minimum Habitable Area (Square Feet)
1138		80,000 +	
1139		40,000 - 79,999	3,400
1140		20,000 - 39,999	3,000
1141		12,000 - 19,999	2,600
1142		9,000 - 11,999	2,300
			2,150

1146 2. Two-Family and Attached Single-Family  
 1147 and Multiple-Family Residential Dwelling Units.

1150 (a) Multiple-Family:

1152	One-bedroom dwelling unit.....	1,000 square feet
1153	Two-bedroom dwelling unit.....	1,200 square feet
1154	Three-bedroom dwelling unit.....	1,400 square feet
1155	Four-bedroom dwelling unit.....	1,600 square feet

1158 (b) Two-Family and Attached Single-Family:

1160	Two-bedroom dwelling unit.....	1,200 square feet
1161	Three-bedroom dwelling unit.....	1,400 square feet
1162	Four-bedroom dwelling unit.....	1,600 square feet

1165 3. The Corporate Authorities shall reasonably establish the required square  
 1166 foot requirements for habitable area for any other combination of bed-  
 1167 rooms and floor or level building designs.

1171 I. Lot Area, Lot Width and Lot Coverage.

1173 1. Detached Single-Family Residential Dwelling Units.

1176 (a) All detached single-family residential dwelling units shall be con-  
 1177 structed on lots having an area of not less than ten thousand  
 1178 (10,000) square feet except that up to twenty percent (20%) of the  
 1179 detached single-family residential dwelling units constructed or  
 1180 being constructed on the Real Estate from time to time may be  
 1181 constructed on lots having an area of not less than nine thousand  
 1182 (9,000) square feet.

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1185 (b) Detached single-family residential dwelling units shall be con-  
 1186 structed on lots having not less than the following lot widths:

1190	<u>Lot Size</u>	<u>Minimum Lot Width</u>
1193 1194	11,999 square feet or less	75 feet
1196 1197	12,000 square feet - 19,999 square feet	85 feet
1199 1200	20,000 square feet - 39,999 square feet	100 feet
1202 1203	40,000 square feet 79,999 square feet	135 feet
1205 1206	80,000 square feet or more	200 feet

1209 (c) On cul-de-sacs, lot width shall be measured along a line parallel to,  
 1210 and 30 feet behind, the front yard setback line.

1214 2. Two-Family and Attached Single-Family Residential Dwelling Units.

1217 (a) All two-family and attached single-family residential dwelling units  
 1218 shall be constructed on lots having an area of not less than five  
 1219 thousand (5,000) square feet for each dwelling unit.

1221 (b) All two-family residential dwelling units shall be constructed on  
 1222 lots having a width of not less than sixty-five (65) feet.

1224 (c) All attached single-family residential dwelling units shall be con-  
 1225 structed on lots having a width of not less than twenty-five (25)  
 1226 feet per dwelling unit.

1230 3. Multiple-Family Residential Dwelling Units.

1233 (a) Each development including one or more buildings which contain  
 1234 multiple-family residential dwelling units shall be constructed on a  
 1235 lot of not less than one hundred twenty thousand (120,000) square  
 1236 feet of land area. The calculation of the area of any lot devoted  
 1237 to such a development shall be made on a so-called "gross" acreage  
 1238 basis so that the amount of land within any detention/retention  
 1239 basin, wetlands area, road right-of-way, private park site, common  
 1240 area or the like is included in such area; but no part of any lake or  
 1241 golf course may be included in any such calculation.

1243 (b) Each development including one or more buildings which contain  
 1244 multiple-family residential dwelling units shall be constructed on  
 1245 an assigned tract of land (which may be, but need not be, a

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separate zoning lot) having an area of not less than three thousand (3,000) square feet of land for each dwelling unit constructed within that development; provided, however, that, within a Concentration Area, each such development shall be constructed on such an assigned tract having an area of not less than one thousand seven hundred forty (1,740) square feet for each dwelling unit constructed within that development.

(c) Each development including one or more buildings which contain multiple-family residential dwelling units shall be constructed on a lot having a width of not less than two hundred (200) feet.

4. Commercial, Hotel, Office and Limited Industrial Uses.

(a) All buildings containing commercial, hotel, office or limited industrial uses shall be constructed on lots having an area of land of not less than forty thousand (40,000) square feet.

(b) All buildings containing commercial, hotel, office or limited industrial uses shall be constructed on lots having a width of not less than two hundred (200) feet.

(c) No development containing commercial, hotel, office or limited industrial uses shall be constructed with a ratio of lot coverage to the total site area devoted to the principal building or buildings of more than sixty percent (60%).

(d) Notwithstanding anything contained herein to the contrary, no minimum lot size or lot width or maximum ratio of lot coverage shall be applicable to any individual in-line store within a Unified Retail Center or to any individual building within a unified development containing more than one building (but not including outlots in shopping centers).

5. Other Permitted and Special Uses.

The uses identified or referred to hereinabove in Sections 1.1.5, 1.1.7, 1.1.8, 1.2.1, 1.2.2 and 1.2.4 shall be constructed on lots having an area of not less than two (2) acres and having a width of not less than two hundred (200) feet.

Trash Collection Areas. In all office, commercial, limited industrial and multiple-family residential developments, refuse and trash collection areas shall be screened from view on four sides, one of which may include a gate or entrance door.

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1302 K. Off-Street Parking and Loading.

1305 1. Scope of regulations.

1308 (a) The off-street parking and off-street loading requirements for all  
1309 buildings and structures erected, altered, or enlarged, and all uses  
1310 of land established, within the Real Estate shall be limited to the  
1311 regulations of this Paragraph K.

1313 (b) When the intensity of use of any building, structure, or premises is  
1314 increased through the addition of dwelling units, gross floor area,  
1315 seating capacity, or other units of measurement, such increase  
1316 shall be permitted only if the parking and loading requirements for  
1317 the addition are also satisfied.

1319 (c) Whenever the use of a building or structure is changed to a new use  
1320 on any portion of the Real Estate (other than the Estate),  
1321 off-street parking and loading shall be provided as required by this  
1322 Agreement for such new use. Whenever the existing use of a build-  
1323 ing or structure on the Estate shall hereafter be changed to a new  
1324 use, off-street parking and loading shall be provided as Owner rea-  
1325 sonably determines necessary.

1327 (d) Nothing in this Paragraph K shall be deemed to prevent the volun-  
1328 tary establishment of off-street parking and loading areas and  
1329 facilities in excess of the minimum requirements to serve any  
1330 existing or subsequently established use of land or buildings, pro-  
1331 vided that all regulations herein governing the location, design, and  
1332 operation of such areas and facilities are adhered to.

1336 2. Use of parking and loading areas and facilities.

1339 (a) Parking areas and off-street parking facilities for a given use shall  
1340 be principally for the parking of motor vehicles of the employees,  
1341 patrons or occupants of the use and their guests.

1343 (b) Off-street loading facilities for a given use shall be used only for  
1344 loading or unloading of goods, for the use of which such loading  
1345 facilities are accessory, for the storage of vehicles (not to exceed  
1346 twenty-four (24) hours) and such facilities shall not be used for  
1347 repair or storage of vehicles.

1351 3. Location of parking.

1354 (a) All off-street parking spaces serving buildings or uses maintained  
1355 within a Unified Retail Center shall be located within said Unified  
1356 Retail Center, provided, however, that off-street parking spaces  
1357 serving an individual use need not be located on the same lot as the  
1358 use to be served.

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(b) Except as specifically provided in (a) above, off-street parking spaces shall be located on the same lot as the use served, except when the Corporate Authorities authorize, for a specific use, all or part of the required off street parking spaces to be located on a lot that does not contain the principal use or structure, provided such facilities are within one thousand (1,000) feet, measured along the shortest line of a public access, of said building. In cases where off-street parking spaces are permitted on a lot other than the lot on which the structure or use served is located, a covenant running with the land shall be recorded in the office of the Recorder of Deeds of Lake County, Illinois, for the lot upon which the accessory off-street parking spaces are located, with the same requirements and conditions attaching to such substitute accessory use lot as would otherwise apply for such off-street parking spaces. Copies of the recorded covenant shall be filed with the Zoning Administrator. The covenant shall not be released until such time as either one of the following conditions occur:

- (1) The structure on the lot containing the principal use is terminated; or
- (2) Another lot of the required size, within the required distance, is properly developed and used for the required off-street parking spaces, in place of the initial lot used for such off-street parking spaces, with the same requirements, covenants, and conditions attaching to such substitute accessory use lot as were theretofore approved by the Corporate Authorities.

(c) Off-street parking spaces for different buildings, structures or uses, or for a mixed use building or structure on a given lot or parcel, may be provided collectively when peak period demand of users differ; provided, however, that the total number of spaces so located together shall not be less than eighty percent (80%) of the sum of the separate requirements for each use, and provided further that such facilities are maintained in the same ownership as the use or uses served.

(d) Parking areas shall not be maintained within twelve (12) feet of any side or rear lot line or within any required landscaped buffer strip, but may be maintained in any other setback area or yard. The aforesaid twelve (12) foot portion of any side or rear yard shall be attractively landscaped except where driveways for ingress and egress are located.

- 1411 4. Computation of parking requirements.
- 1413 In determining the number of off-street parking spaces required:
- 1416 (a) Where fractional spaces result, any fraction of one-half or less may  
1417 be disregarded, while a fraction in excess of one-half shall be  
1418 counted as one (1) parking space.
- 1420 (b) Areas designated for loading and unloading, and driveways shall not  
1421 be considered as parking spaces.
- 1424 5. Parking requirements for permitted and special uses. The parking require-  
1425 ments for the Real Estate shall be those set forth in the Zoning Ordinance  
1426 except as modified by the following:
- 1429 (a) Manufacturing and Industrial Uses (other than warehousing): 1.0  
1430 space per 600 square feet of gross floor area.
- 1432 (b) Warehousing: 1.0 space per 1,000 square feet of gross floor area  
1433 and 3.0 spaces per 1,000 square feet of office space within any  
1434 warehouse.
- 1437 (c) Retail Trade.
- 1440 (1) General commercial/retail - 1.0 space per 200 square feet of  
1441 gross floor area (except that in a Unified Retail Center  
1442 there shall be not less than 1.0 space per 250 square feet of  
1443 gross floor area).
- 1445 (2) Eating and drinking establishments - 1.0 space per 3 seats.  
1446 Establishments with a drive-thru window shall provide a  
1447 minimum of 5 stacking spaces per window.
- 1449 (3) Household appliance stores, furniture stores, motor vehicle  
1450 sales - 2.0 spaces per 1,000 square feet of gross floor area.
- 1454 (d) Services and Institutions.
- 1457 (1) Business and professional offices, Corporate headquarters -  
1458 1.0 space per 333 square feet of gross floor area (unless the  
1459 use contains 100,000 square feet of gross floor area or less,  
1460 in which event the parking requirement shall be not less  
1461 than 1.0 space per 300 square feet of gross floor area).  
1462 Offices in any warehouse shall be governed by (b) above.
- 1464 (2) Bank, savings and loans, and financial institutions - 1.0 space  
1465 per 300 square feet of gross floor area. Drive-thru estab-  
1466 lishments shall provide 3 stacking spaces per teller or cus-  
1467 tomer service area.

- 1470 (3) Hotel, motel - 1.0 space per dwelling unit; with additional
- 1471 parking spaces for the retail/service/entertainment areas
- 1472 per these regulations.
- 1474 (4) Convalescent Care Facilities, hospitals - 1.0 space per 3
- 1475 patient beds plus 2.0 spaces per staff doctor.
- 1477 (5) Dental and medical clinic or office - 5.0 spaces per 1,000
- 1478 square feet of gross floor area.
- 1480 (6) Day care center, nursery school, pre-school - 2.0 spaces per
- 1481 1,000 square feet of gross floor area.
- 1483 (7) Business school, commercial school, trade school, vocational
- 1484 school - 1.0 space per employee plus 1.0 space per student
- 1485 based on rated design capacity.
- 1487 (8) Dance school, music school, vocal school - 1.0 space per
- 1488 employee plus 1.0 space per each three (3) students based on
- 1489 rated design capacity.
- 1491 (9) Governmental services - 1.0 spaces per 333 square feet of
- 1492 gross floor area.

(e) Cultural and Entertainment Uses.

- 1499 (1) Art gallery, historic site and library. - 2.0 spaces per 1,000
- 1500 square feet of gross floor area, plus 1.0 space for every 3
- 1501 persons of auditorium design capacity.
- 1503 (2) Community center, convention hall, exhibition hall, meeting
- 1504 hall, recreation building - 1.0 space per 1,000 square feet of
- 1505 gross floor area plus 1.0 space for every 3 persons of auditor-
- 1506 rium design capacity.
- 1508 (3) Theater - 1.0 space per 3.5 seats.

(f) Residential

- 1515 (1) Detached Single-Family; 2.0 spaces per
- 1516 Two-Family and Attached dwelling unit
- 1517 Single-Family (including (both of which shall
- 1518 townhomes but excluding be within a garage)
- 1519 coach homes and manor homes)
- 1521 (2) Coach Homes and Manor Homes 2.0 spaces per
- 1522 dwelling unit
- 1523 (at least one of
- 1524 which shall be
- 1525 within a garage)

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| 1529 | (3) | Multiple-Family  | 2.0 spaces per dwelling unit   |
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| 1532 | (4) | Guest Parking (in developments containing two-family and attached single-family; coach homes; manor homes and multiple-family dwelling units)  | As approved by the Corporate Authorities up to a maximum of 0.5 spaces per dwelling unit |
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| 1541 | (5) | Senior Citizen/Elderly/  | 0.5 spaces per dwelling unit   |
| 1542 |     | Congregate Housing   |  |
| 1546 | 6.  | <u>Design and maintenance of parking areas and off-street parking facilities.</u>  |  |
| 1549 | (a) | Every parking area shall be graded for proper drainage and provided with an all-weather surface, designed by a registered engineer, maintained at all times in such manner as will prevent the release of dust, and shall be kept free of dust, trash and debris. The required maintenance shall include snow removal during the winter season of those portions of the parking areas then being used.   |  |
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| 1557 | (b) | Every parking area and off-street parking facility shall be designed so that all parking spaces open directly upon an aisle or driveway and so that safe and efficient vehicular access to such spaces is provided.  |  |
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| 1562 | (c) | Every parking area and off-street parking facility shall be designed with appropriate means of vehicular access to a street, in such manner as will minimize interference with traffic movements on adjacent roadways.   |  |
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| 1567 | (d) | Entrances and exits to and from a parking area or off-street parking facility shall be at least sixteen (16) feet in width but not more than thirty-six (36) feet in width.  |  |
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| 1569 |     |  |  |
| 1571 | (e) | Within commercial, office, hotel and limited industrial developments, the perimeter of all parking areas and all landscaped islands within parking areas shall be curbed. No wheel guards or bumper stops shall be required.   |  |
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| 1576 | (f) | Within commercial, office, hotel and limited industrial developments, where hazards exist which can be minimized or eliminated by lighting, or where parking use extends into hours of darkness, the Corporate Authorities may require lighting of the parking areas in such manner and during such hours as may be deemed necessary in the interest of public safety and security. Such lighting facilities shall be arranged and operated so that they neither |  |
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unreasonably disturb occupants of adjacent properties, nor interfere with traffic. Parking area light levels shall be deemed adequate if:

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(1) a minimum average of 1.0 footcandles per square foot (for retail uses) and 0.6 footcandles per square foot (for all other uses) is maintained for the entire parking area; and

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(2) an average of 0.33 footcandles per square foot (for retail uses) and 0.25 footcandles per square foot (for all other uses) is maintained in all locations within the parking area; and

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(3) shielded luminaries are utilized adjacent to residential areas.

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(g) No public parking area shall be used for the sale, repair, storage, dismantling or servicing of any vehicles, equipment materials or supplies.

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(h) Off-street parking spaces and aisles shall be designed as follows:

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(i) With respect to all multiple-family residential, commercial, office and limited industrial uses, off-street parking spaces shall be a minimum of nine feet (9') in width and a minimum of eighteen feet (18') in length except that off-street parking spaces provided for compact automobiles to the extent permitted, may be a minimum of seven and one-half feet (7.5') in width and a minimum of thirteen and one-half feet (13.5') in length. Off-street parking spaces (other than parking spaces for compact automobiles) may be two feet (2') less in length than the above minimum length requirements whenever overhang occurs.

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(ii) With respect to commercial uses providing off-street parking spaces at 90° angles, aisles shall be not less than twenty-four feet (24') in width. With respect to all other uses, aisles widths shall be not less than the following:

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<u>STALL ANGLE</u>	<u> AISLE WIDTH</u>
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90°	24'
60°	18'
45°	16'

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(iii) Off-street parking spaces for compact automobiles may be provided for any given use (but not in outdoor parking areas accessory to commercial uses), provided they are appropriately marked and signed, with the following limitations:

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NUMBER OF OFF-STREET PARKING SPACES REQUIRED

PERCENTAGE OF OFF-STREET PARKING SPACES WHICH MAY BE DESIGNATED FOR USE BY COMPACT AUTOMOBILES

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0 - 49	5%
50 - 99	15%
100 -199	20%
200 or more	25%

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(i) Landscaping, when required within a parking area, shall be provided pursuant to a plan approved by the Corporate Authorities, specifying the location, type and size of all plant materials to be used. The provisions of Section 19.7.9 of the Zoning Ordinance requiring not less than 180 square feet of landscaping for every 15 parking spaces shall not apply to the Real Estate provided a reasonable amount of landscaping is provided.

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(j) Handicapped parking spaces shall be provided in accordance with Village building codes.

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(k) The minimum standards for automobile parking areas and drives shall be 10" of Aggregate Base Course, crushed Type CA6, or equal thereto, and 2 1/2" of Bituminous Concrete Surface, which shall be applied in two (2) lifts. The minimum standards for main traffic lanes and truck drives shall be 12" of Aggregate Base Course crushed Type CA6, or equal thereto, and 3" of Bituminous Concrete Surface, which shall be applied in two (2) lifts. The minimum standard for truck maneuvering areas shall be 12" of Aggregate Base Course, crushed Type CA6, or equal thereto, and 4" of Bituminous Concrete Surface which shall be applied in two (2) lifts. Notwithstanding the foregoing, Owner shall have the right to use the gravel derived from the area in and around Lake Charles for the construction of parking areas and drives constructed on the Real Estate, if such gravel meets Village standards for construction purposes.

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(l) Subject to the approval of the Corporate Authorities, a lesser number of parking spaces than required herein may be provided so long as the owner of the parcel in question provides sufficient landscaped area to satisfy the minimum parking requirements set forth herein. In such a case, additional parking spaces, up to the minimum parking requirement set forth herein, shall be provided if the Corporate Authorities determine that such additional parking is necessary within six (6) months of notice of such determination.

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7. Location of off-street loading spaces.

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(a) Required off-street loading spaces shall be located on the same lot or parcel as the use served.

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- (b) No off-street loading space shall be located within forty (40) feet of the closest point of intersection of two (2) or more public rights of way.
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- (c) No loading space shall be located in any required yard adjacent to a public street. Access lanes to enclosed loading docks within the building are permitted in all yards.
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8. Off-street loading requirements for permitted and special uses. The off-street loading requirements for permitted and special uses within the Real Estate shall be limited to the following:
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- (a) For hotels or apartment-hotel buildings wherein there are contained exhibition halls, convention halls, auditoriums, office facilities or retail shops, one (1) off-street loading and unloading space for the first one hundred and fifty thousand (150,000) square feet of gross floor area, plus one (1) additional off-street loading space for each one hundred and fifty thousand (150,000) square feet of gross floor area or fraction thereof in excess thereof.
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- (b) For buildings containing eating and drinking establishments exceeding ten thousand (10,000) square feet of gross floor area, one (1) off-street loading and unloading space.
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- (c) For retail shops exceeding thirty thousand (30,000) square feet, one off-street loading space. None shall be required for movie theatres.
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- (d) For banks, business, or professional offices or public administration buildings containing forty thousand (40,000) to two hundred thousand (200,000) square feet of gross floor area, one (1) off-street loading and unloading space, plus one (1) additional such space for each additional two hundred thousand (200,000) square feet of gross floor area or fraction thereof in excess of two hundred thousand (200,000) square feet.
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- (e) For buildings containing furniture and appliance stores, wholesale stores, or machinery sales and having eight thousand (8,000) to thirty thousand (30,000) square feet of gross floor area, one (1) off-street loading and unloading space, plus one (1) additional space for each additional thirty thousand (30,000) square feet of gross floor area or fraction thereof in excess of thirty thousand (30,000) square feet.
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- (f) For buildings containing manufacturing uses, research and testing laboratories, laundry and dry-cleaning establishments, printing, binding, publishing, and issuing of newspapers, periodicals, books, and other reading matter, warehouse and storage facilities, engraving shops, assembly of materials and products, processing and distribution of materials and products, and other similar uses having more than ten thousand (10,000) square feet of gross floor area,
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exclusive of basement area, and less than forty thousand (40,000) square feet of gross floor area, one (1) off-street loading and unloading space, plus one (1) additional such space for each additional sixty thousand (60,000) square feet of gross floor area in excess of forty thousand (40,000) square feet.

9. Design and maintenance of off-street loading facilities.

- (a) Except as otherwise provided herein, off-street loading spaces may be internal or external. A required off-street loading space for all uses other than those set forth in subsection 8(e) above shall be at least eight (8) feet in width and at least twenty (20) feet in length, exclusive of access drives, aisles, ramps, maneuvering space, columns, and work areas, and shall have a vertical clearance of not less than fourteen (14) feet. A required off-street loading space for uses specified in subsection 8(e) above shall be at least ten (10) feet in width and at least thirty (30) feet in length, exclusive of access drives, aisles, ramps, maneuvering space, columns and work areas, and shall have a vertical clearance of not less than fourteen (14) feet. Off-street loading spaces in a yard adjacent to a street shall be enclosed and shall be at least ten (10) feet in width and at least fifty (50) feet in length, exclusive of access drives, aisles, ramps, maneuvering spaces, columns and work areas, and shall have a vertical clearance of not less than fourteen (14) feet. Where a use is not required to have a loading space, provisions shall be made for incidental deliveries and refuse pickup.
- (b) Each required off-street loading space shall be designed with appropriate means of vehicular access to a street or drive, in a manner which will least interfere with traffic movements and no area allocated to any off-street loading spaces shall be used to satisfy the space requirements for any off-street parking facilities or emergency access drive or portions thereof.
- (c) All open off-street loading spaces, access drives, aisles, and maneuvering space shall be improved with a compacted base and a permanent wearing surface.
- (d) Open off-street loading spaces facing Milwaukee Avenue or Illinois State Route 60 shall be screened from adjacent uses by a fence, wall or door, or any combination thereof or a densely planted screen consisting of trees and/or hedges.

10. In the calculation of the required turning radius for trucks and other vehicles, the area falling within dedicated streets and right of ways shall be included.

L. Performance Standards for Industrial Developments. All industrial activities shall be established and maintained without creating disturbing influences to the use and occupancy of adjoining properties and in accordance with the following performance standards.

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It is the intent of these standards to provide that industrial activities shall be established and maintained in order that each permitted use shall be a good neighbor to adjoining properties by the control of emission of noise, odor, glare, vibration, smoke, dust, liquid wastes, and other nuisances.

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The architectural and engineering plans shall bear the signature and seal of the appropriate qualified professional and the certification that all performance standards will be complied with based upon the submitted plans and documents. The Village shall have the right to conduct its own investigation to determine compliance with the performance standards.

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1. **Compliance.** The performance standards set forth herein shall be complied with and any use which fails to comply with these standards shall be in violation of the Zoning Ordinance and be subject to penalties provided for such violation. It shall be deemed a violation of these standards for any qualified professional to falsely certify as to the compliance of submitted plans and documents with the performance standards specified herein.

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2. **Landscaping.** Those portions of property not devoted to buildings, pavement or other permanent improvements shall be landscaped and well maintained. Landscaping shall mean at a minimum, the use of trees and ground cover defined as grass, decorative stone, shrubs or other plant material allowing water to seep through the ground. Grass may be seeded rather than sodded to achieve the necessary ground cover. Berming can also be used effectively. Berm profile shall not exceed a slope of one (1) foot of elevation in three (3) horizontal feet unless other approved methods of slope stabilization are utilized.

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(a) Landscaping may include:

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(1) Trees planted in conformance with this Agreement and applicable Village ordinances.

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(2) Combination of berming and tree planting.

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(3) Combination of berming and shrub planting.

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(4) Berming with low ground cover.

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(b) No plants shall be placed in such a way as to obstruct pedestrian or vehicular sight of a public right-of-way and no plant shall be placed so as to interfere or cause damage to roadways, utilities or other public works. Species of trees known to cause damage to roadways, underground utilities or other public works shall not be used in an area where such damage could occur.

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(c) Parking areas, building exteriors and all other parts of the tract visible from the public way shall be maintained in a sightly, well-kept condition.

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- (d) All landscape plans must show the proposed land slope with a one (1) foot contour interval, all proposed plantings, drainage facilities, pavements, and other proposed facilities.
- (e) All landscape plans shall be subject to review of the Corporate Authorities in accordance with the provisions of Article 20A of the Zoning Ordinance.

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3. Noise. At no point on the property line on which the operation is located shall the sound intensity level of any individual operation or plant (other than the operation of motor vehicles or other transportation vehicles) exceed the levels shown in the following table:

885 Table of Maximum Permitted Sound Level (Decibels)

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Octave Bank (Frequency) Cycles per Second	Industrial or Commercial Adjoining Same District	Industrial or Commercial Adjoining Residential Properties
894 0 to 75	79	72
895 75 to 150	74	67
896 150 to 300	66	59
897 300 to 600	59	52
898 600 to 1200	53	46
899 1200 to 2400	47	42
900 2400 to 4800	41	38
901 above 4800	39	38

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Noise testing is to be accomplished at the property line of the noise emitting source, with an octave band analyzer operated by an independent testing authority trained and skilled in the operation of this equipment.

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4. Odors. The emission of odorous matter in such quantities as to be readily detectable at any point along a property line or which is unwholesome, offensive, harmful or injurious to the public health, comfort or welfare, is prohibited. The measurement of the threshold of odor shall be in accordance with the American Society for Testing and Materials Method D1391-57 "Standard Method for Measurement of Odor in Atmosphere (Dilution Method)" Philadelphia American Society of Testing and Materials, 1957, (which is hereby adopted by reference). Detailed plans for the prevention of odors crossing property lines may be required before the issuance of a building permit.
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5. Glare or Heat. Any operation producing intense glare or heat shall be performed within a completely enclosed building in such manner as not to create a public nuisance or hazard. Exposed sources of light shall be controlled so that direct or indirect illumination from any source within the property line shall not cause excessive illumination on adjoining properties. Any lights used for exterior illumination shall be planned, erected

1927 and maintained to direct light away from adjoining properties or public  
 1928 right-of ways.

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 1931 6. Vibration. Any operation or activity shall not cause earthborn vibrations  
 1932 in excess of the following values. Column I shall apply at or beyond the  
 1933 property line, Column II shall apply at or beyond a residence district  
 1934 boundary line. Vibration shall be expressed as displacement in inches and  
 shall be measured with a three-component measuring system:

1939	Frequency	I	II
1940	(Cycles per second)	Displacement	Displacement
1941		Inches	Inches
1944	0 to 10	.0008	.0004
1945	10 to 20	.0005	.0002
1946	20 to 30	.0002	.0001
1947	30 to 40	.0002	.0001
1948	40 and over	.0001	.0001

1952 Impact vibrations (discrete pulses that do not exceed one hundred (100)  
 1953 impulses per minute), shall not cause in excess of twice the displacement  
 1954 values above.

1956 Any use or portion thereof creating intense earth shaking vibrations such  
 1957 as are caused by heavy drop forges or heavy hydraulic surges, shall be set  
 1958 back at least five hundred (500) feet from all property lines.

1960 7. Smoke and Particulate Matter. In addition to the performance standards  
 1961 specified herein, the emission of smoke or particulate matter in such  
 1962 manner or quantity as to endanger or be detrimental to the public health,  
 1963 safety, comfort or welfare is hereby declared to be a public nuisance.

1965 For the purpose of grading the density of smoke, the Ringelmann Chart,  
 1966 published and used by the United States Bureau of Mines (hereby adopted  
 1967 by reference), shall be employed. The evaluation of smoke by the  
 1968 Ringelmann Chart must be accomplished by a State of Illinois Certified  
 1969 Smoke Reader. Particulate matter size shall be determined by measure-  
 1970 ment through a 325 mesh sieve which will, in fact, accumulate all +44  
 1971 micron particles and prove helpful in the measurement process. The  
 1972 emission of smoke or particulate matter of a density greater than No. 2 on  
 1973 the Ringelmann Chart is prohibited.

1975 The emission from all sources within any property of particulate matter  
 1976 containing more than 10% by weight of particles having a particulate  
 1977 diameter larger than +44 microns is prohibited. Dust and other types of  
 1978 air pollution, borne by the wind from such sources as storage areas, yards,  
 1979 roads and the like within property boundaries, shall be kept to a minimum  
 1980 by appropriate landscaping, paving, oiling, fencing, or other acceptable  
 1981 means. Emission of particulate matter from such sources in excess of the  
 1982 weight limitation herein specified is hereby prohibited.

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The emission of more than ten (10) smoke units per hour per stack is prohibited, including smoke of a density in excess of Ringelmann No. 2. However, during one (1) one-hour period each day, stack may emit up to twenty (20) smoke units when blowing soot or cleaning fires. Only during fire cleaning periods, however, shall smoke of Ringelmann No. 3 be permitted, and then for not more than four (4) minutes.

The rate of emission of particulate matter from all sources within the boundaries of any property shall not exceed a net figure of one (1) pound per acre during any one (1) hour, after deducting from the gross hourly emission per acre the corrective factors set forth in the following tables for height, velocity, and temperature of emission, respectively. Determination of the total net rate of emission of particulate matter within the boundaries of any property shall be made as follows:

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(a) Determine the maximum emission in pounds per hour from each source of emission and divide this figure by the number of acres of property area, thereby obtaining the gross hourly rate of emission in pounds per acre.
- (b) From each gross hourly rate of emission derived in (a) above deduct the appropriate correction factor (interpolating as required) for height, velocity and temperature of emission set forth in the following corresponding tables, thereby obtaining the net rate of emission from all sources of emission within the boundaries of the property. Such total shall not exceed one (1) pound per acre of property area during any one (1) hour.

Allowance for Height of Emission\*

<u>Height of Emission Above Grade (feet)</u>	<u>Correction Pounds/Hours/Acre</u>
50	0.01
100	0.06
150	0.10
200	0.16
300	0.30
400	0.50

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standards prescribed by the National Fire Protection Association and with applicable requirements embodied in the regulations promulgated by the State of Illinois Department of Public Safety.

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11. Register of Pollutants. It shall be unlawful for any person to install, erect, construct, reconstruct, alter or add to, or cause to be installed, erected, constructed, reconstructed, altered or added to, any fuel burning combustion or process equipment or device or any equipment pertaining thereto, or any stack or chimney connected therewith, within the Village, excepting domestic heating plants, domestic refuse-burning equipment, locomotives and internal combustion engines until the owner, contractor, installer or other person, or his agent has filed with the Village, an application, in duplicate, for a permit accompanied by a complete listing of emissions into the atmosphere that results from the operation of the aforesaid equipment or processes, both as to kind and quantity and, in addition thereto, a listing of the type and capacity of the equipment used for the collection, absorption, or suppression of each and an estimate of its efficiency, and until a permit therefor has been granted. Said submitted register of pollutants shall be accompanied by an affidavit of a qualified person stating that it is complete and correct and that the proper operation of the plant or process, as designed, will not result in any violation of these provisions.

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12. Waste. All sewage and industrial wastes shall be treated and disposed of in such manner as to comply with the standards of the Illinois Environmental Protection Agency. All plans for waste disposal facilities shall be approved by said Agency before issuance of any building permit.

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