Fifty Raupp Blvd
Buffalo Grove, IL 60089-2100
Phone: 847-459-2500

Meeting of the Village of Buffalo Grove Planning and Zoning Commission

Regular Meeting
May 18, 2022 at 7:30 PM

I. Call to Order

II. Public Hearings/Items For Consideration

1. Consider an Amendment to the Planned Unit of Development at 361 Raymond. (Trustee Johnson) (Staff Contact: Nicole Woods)
2. Consider Approval - Amend to PD, SU, Plat of Sub, Prelim & Final Dev Plan, SU and Var. at Town Center (Trustee Johnson) (Staff Contact: Nicole Woods)

III. Regular Meeting

A. Other Matters for Discussion

1. Workshop - Proposed Retail Building at 41 S McHenry (Trustee Pike) (Staff Contact: Nicole Woods)

B. Approval of Minutes

1. Planning and Zoning Commission - Regular Meeting - Apr 20, 2022 7:30 PM

C. Chairman's Report

D. Committee and Liaison Reports

E. Staff Report/Future Agenda Schedule

F. Public Comments and Questions

IV. Adjournment

The Planning and Zoning Commission will make every effort to accommodate all items on the agenda by 10:30 p.m. The Board, does, however, reserve the right to defer consideration of matters to another meeting should the discussion run past 10:30 p.m.

The Village of Buffalo Grove, in compliance with the Americans with Disabilities Act, requests that persons with disabilities, who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting or facilities, contact the ADA Coordinator at 459-2525 to allow the Village to make reasonable accommodations for those persons.

Action Item : Consider an Amendment to the Planned Unit of Development at 361 Raymond.

Recommendation of Action

Staff recommends approval, subject to the conditions in the attached staff report.

The petitioners, II (Ryan) Youm is the resident of 361 Raymond Road in the Fairview Estates Subdivision. The petitioner would like to build an addition that extends by approximately 7 feet east of the building box. The addition does not encroach on any of the setbacks as outlined in the PUD, however extending outside the building box requires an amendment to the PUD.

ATTACHMENTS:

- Staff Report (DOCX)
- Plan Set (PDF)

Trustee Liaison
Johnson

Staff Contact
Nicole Woods, Community Development

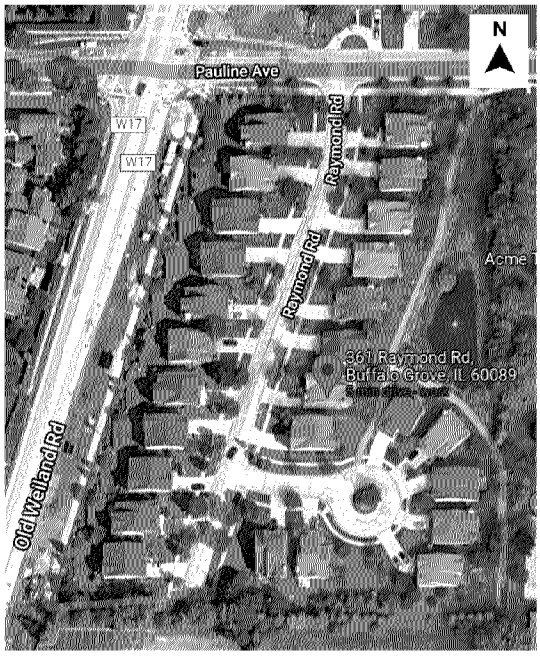
Wednesday, May 18, 2022	

VILLAGE OF BUFFALO GROVE
PLANNING & ZONING COMMISSION
STAFF REPORT

MEETING DATE:	May 18, 2022
SUBJECT PROPERTY LOCATION:	361 Raymond
PETITIONER:	II ("Ryan") Youm
PREPARED BY:	Nicole Woods, Director of Community Development
REQUEST:	Petition to the Village of Buffalo Grove for an amendment to the Planned Unit of Development (Ordinance Nos. 2005 – 24, 2005-25, 2005-26) to allow for an addition to extend outside the rear boundary of the building box.
EXSITING LAND USE AND ZONING:	The property is improved with a residential home and is currently zoned R-5 Residential District.
COMPREHENSIVE PLAN:	The approved Village Comprehensive Plan calls for this property to be single family detached.

PROJECT OVERVIEW

The petitioners, II ("Ryan") Youm is the resident of 361 Raymond Road in the Fairview Estates Subdivision. The petitioner would like to build an addition that extends outside of the "building box" of his property, which is Unit 18.



PLANNING, ZONING, AND ENGINEERING ANALYSIS

Development History

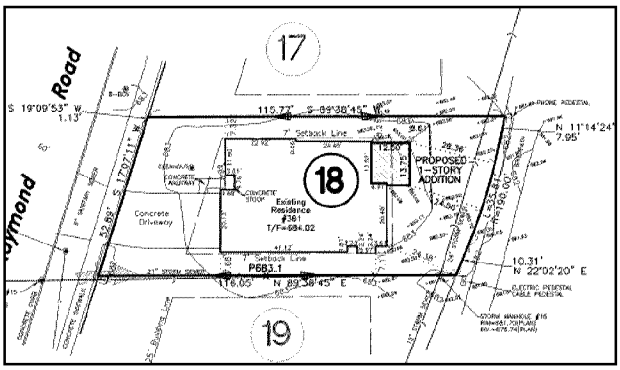
In 2005, the Fairview Estates residential development was annexed into the Village and approved for development with the R-5 Residential Zoning District with Residential Planned Unit of Development (PUD). The development was unique in that regulated bulk via various setbacks (perimeter, front yard, corner side yard, rear to side and side to side) as well as proposed building boxes. The building boxes, as defined in the Declarations of Covenants, Conditions, Restrictions and Easements, as "those areas shown on the Plat of Subdivision within which the residential dwelling unit may be constructed." Areas outside the building boxes were considered part of the common area. These

Attachment: Staff Report (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

Declarations and building boxes were recognized by the Ordinances associated with the development (Ordinance Nos. 2005 – 24, 2005-25, 2005-26).

Analysis

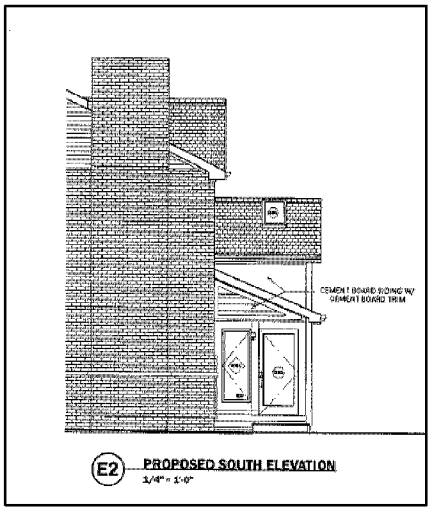
The petitioners are looking to build an addition by approximately 12.5 feet by 13.75 feet, which would replace their current deck. This addition looks to extend approximately 7 feet east of the building box. The addition does not encroach on any of the setbacks as outlined in the PUD.



Per the Declarations, the proposed addition would require approval from Board of Directors of the Association for Fairview Estates. This approval was secured as shown in the attached exhibits.

The proposed addition does represent a deviation from the original intent and design of the Fairview Estates development, which was to contain all development within the proposed building box. This was likely to help create a more concentrated and unified area of open space and establish a harmony amongst the homes.

However, it is understood that changes in lifestyles and preferences may require modifications to developments. This specific request is marginal in scope and limited in impact. The addition itself extends approximately 7 feet outside the building box and is located in the northeast corner of the property, so to maintain the required rear t side yard setback. The closest point from the addition to Unit 22, which is the property behind the Unit 18 is approximately over 40 feet as the crow flies.



It should also be noted that the proposed amendment is limited in scope as it *only* permits the extension beyond the building box of approximately 7 feet (as proposed in the Plat of Survey) for Unit 18 exclusively. It does not permit any the other units to build outside of their building box.

DEPARTMENTAL REVIEWS

Village Department	Comments
Engineering	The Village Engineer has reviewed the proposed addition and amendment to the PUD and does not have any concerns or objections.

Attachment: Staff Report (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

PUBLIC COMMENTS

Pursuant to Village Code, the property owners were notified, and a public hearing sign was posted on the subject property. The posting of the public hearing sign and the mailing of the notifications were both completed within the required timeframe. As of the date of this report, the Village has not received any calls from the public.

STAFF RECOMMENDATION

Staff recommends approval of an amendment to the residential Planned Unit of Development as discussed in Ordinance Nos. 2005 – 24, 2005-25, 2005-26 to allow for an addition to extend outside Building Box 18 as shown on the proposed plan subject to the following conditions:

1) The addition shall be installed in accordance with the documents and plans submitted as part of this petition.

ACTION REQUESTED

The Planning & Zoning Commission (PZC) shall open the public hearing and take public testimony and the PZC shall then make a recommendation to the Village Board.

Suggested PZC Motion

PZC moves to grant a positive recommendation to the Village Board for an amendment to the residential Planned Unit of Development (Ordinance Nos. 2005 – 24, 2005-25, 2005-26) to allow for an addition to extend outside the Building Box 18 as shown on the proposed plan subject to the following conditions listed above.

NARRATIVE SUPPLEMENT TO PETITION FOR CONCEPT AND PRELIMINARY PLAN REVIEW OF IL ("RYAN") YOUM AND YOO JIN CHOI FOR 361 RAYMOND ROAD, BUFFALO GROVE, ILLINOIS

Background

Ryan Youm and Yoo Jin Choi ("Petitioners") reside at 361 Raymond Road, along with their two children, ages 11 and 6. They purchased the house in 2007, and are the original owners. In April 2021, Petitioners submitted a Building Permit Application, in regard to the construction, to the rear portion of their house, of a 1-story framed room addition, of approximate dimensions of 12.5 feet by 13.75 feet, to be located on the space currently occupied by a wooden deck of the same approximate dimensions ("Permit Application") (Photographs of the existing deck are included in Exhibit E, which is attached hereto and by this reference incorporated herein). Upon review by the Village of Buffalo Grove ("Village"), it was noted that the proposed Room Addition would, at its closest point to the rear lot line (the Southeast corner of the Room Addition), encroach into the 35-foot rear yard setback, by a distance of approximately 11 feet. As such, a Permit was not issued.

Property Characteristics

The house is located in the Fairview Estates Subdivision, which is PUD in an R-5 Zoning District. This is a 2-story structure, with a first floor of approximately 1380 square feet. The house is located on a lot of approximately 6,111 square feet. The rear yard setback, for the Subdivision, is required to be a distance of 35 feet. The unusually small lot size, as well as its parallelogram shape (which includes a diagonal rear lot line), creates a situation, which further diminishes the ability to utilize the rear yard.

Surrounding Neighborhood

Fairview Estates is a PUD in an R-5 Zoning District, consisting, it is believed, of twenty-six (26), single family homes. There are two streets; Raymond Road, which is a north-south street serving as the access to Pauline Avenue, and Mary Belle Circle, which is an east-west cul de sac, servicing eight homes in a circular fashion. The Petitioners' home is located in the southern portion of the east side of Raymond Road, one home north of the beginning of the cut de sac. There is one home to the north, fronting on Raymond Road (371), one home to the south, fronting on Raymond Road (351), and one home on the east/southeast of the rear of the Petitioners' home, fronting on Mary Belle Circle (347). Immediately to the rear of 347 Mary Belle Circle, as well as to the east/northeast of the proposed room addition to Petitioners' home, is open space.

Proposed Room Addition Project

Petitioners have resided in their home since the summer of 2007. Although the home consists of two stories, as well as a basement, now, along with their two children, they desire to have more family space on the first floor of their home. The Petitioners' children enjoy planting and one of their wishes is having an "Indoor Plant Room", especially during the winter time. Our area experiences long winters and the Petitioners' family can hardly find outdoor activities. If the Petitioners can, however, construct the proposed "Indoor Plant Room", they believe that being able to engage in planting and gardening will bring therapeutic influence on their children. Petitioners also believe that having the "Indoor Plant Room" will provide them a sense of responsibility to care for nature and encourage care for the environment. The proposed Room Addition will provide this family space.

Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

The Petitioners and their children have have close relationships with people in the neighborhood. The children love their schools and the friends in those schools. The Petitioners and their children love the location of their home, being close to parks, taking walks and being with their neighbors.

The only alternative method of obtaining the desired main floor family space, would be to sell their home and purchase another home, requiring the Petitioners and their children to move out of the neighborhood. This would, however, cause the Petitioners to also be faced with another significant concern, specifically involving the economics related to such sale and purchase. In light of the current trends in the existing real estate market, there exists a high degree of certainty that the Petitioners will incur a significant monetary loss in the sale of their home. The Petitioners will also then be faced with the prospect of purchasing a home, which would provide them with the additional space desired, possibly at a higher purchase price, in a location outside of their current neighborhood, along with all of the expenses associated with the sale, purchase and relocation. As such, moving is not a viable option for the Petitioners.

Relevant Zoning Ordinances.

1. Section 17.40.020(B). Area, Height, Bulk and Placement Regulations (R-5).
2. Section 17.52.040(A)(1). Authorization Variations-Planning and Zoning Commission.
3. Section 17.52.070. Criteria for Variation.

Criteria for Variation (Buffalo Grove Zoning Ordinance/Section 17.52.070).

A(2). The Plight of the Owner is Due to Unique Circumstances.

1. The size of the Petitioners' lot is approximately 6100 square feet. It is not rectangular, having a straight (90 degree) rear lot line, but has a diagonal rear lot line.
2. Due to the shape and size of the lot, there is no room for expansion of the home, in strict conformance with the restrictions identified in the Zoning Ordinance, in regard to this home.
3. The home was constructed by the developer, and the Petitioners are the first and only owners. The Petitioners have made no alterations to the footprint of the home.

A(3). The Proposed Variation Will Not Alter the Essential Character of the Neighborhood.

1. There is similarity in the lot sizes in this PUD. There is also similarity in the design, location and size of the homes in this PUD. The requested variation, so as to allow the construction of the proposed Room Addition, on an area on and slightly larger than the existing deck, will not in any significant manner, alter the essential character of the neighborhood, as it relates to the Petitioners' home.
2. The proposed Room Addition will be of construction and design similar to that of the neighboring homes.
3. Other than the proposed Room Addition, the home is not being altered.
4. The proposed Room Addition will not cause an obstruction of view, air or light, in regard to any of the immediately adjacent homes.

Documentation in Support of the Petition.

1. Proof of Ownership (See copy of recorded Warranty Deed attached hereto and incorporated herein as Exhibit A).

Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

2. Legal Description (See Warranty Deed).

3. Project Information (See copy of Building Permit Application attached hereto and incorporated herein as Exhibit B).

4. Plat of Survey/Site Plan (See copy of Plat of Survey/Site Plan attached hereto and incorporated herein as Exhibit C).

5. Elevation Drawings (See copy of Proposed Frame Addition to SFR, containing certain Elevation Drawings, ["Youm-Permit Set (04.06.21).pdf"], attached hereto and incorporated herein as Exhibit D).

6. Conceptual Visual Depiction (See copies of two Visual Depictions of the Proposed Room Addition, ["DRAFT 1.pdf"] [DRAFT 2.pdf], attached hereto and incorporated herein as Exhibit E).

7. Homeowner Association Approval (See copy of Homeowner Association Approval attached hereto and incorporated herein as Exhibit F).

8. Letters of Support From Neighbors (Five Letters) (See copies of Letters of Support From Neighbors attached hereto and incorporated herein as Exhibit G).

9. Real Estate Market Information (See copies of Pages from Redfin website, dated 1/11/22, attached hereto and incorporated herein as Exhibit H).

The Petitioners, Il ("Ryan") Youm and You Jin Choi, respectfully request that their PETITION FOR CONCEPT AND PRELIMINARY PLAN REVIEW, including but not limited to their request for the Variation identified in the Petition, be granted.

Il ("Ryan") Youm Date: 01/27/22

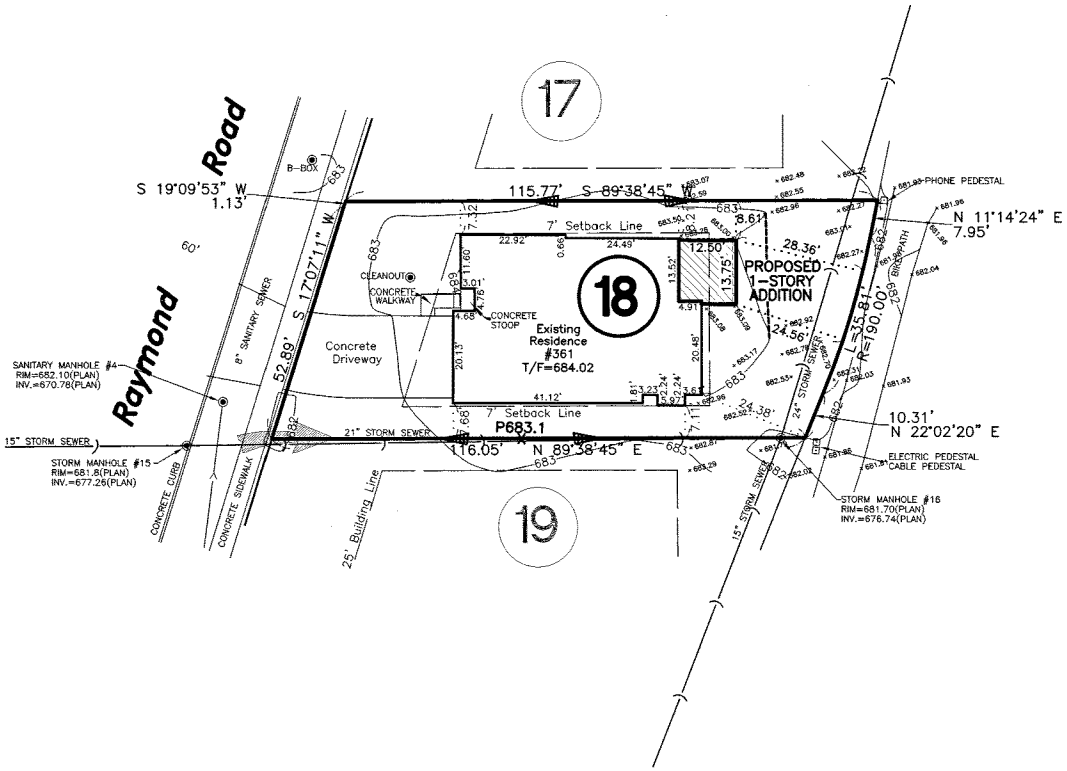
Yoo Jin Choi
Yoo Jin Choi Date: 01/27/22

Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

PLAT OF SURVEY

OF

THAT PART OF LOT 2 IN FAIRVIEW ESTATES; BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 2005 AS DOCUMENT NUMBER 5821192, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF PAULINE AVENUE WITH THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 33 (AFORESAID LINE ALSO BEING THE EAST LINE OF SAID SUBDIVISION); THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 176.61 FEET TO THE EAST RIGHT OF WAY LINE OF RAYMOND ROAD; THENCE SOUTH 00 DEGREES 21 MINUTES 15 SECONDS EAST, ALONG THE EAST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 15.18 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHWESTERLY ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD, BEING A CURVED LINE CONCAVED NORTHWESTERLY HAVING RADIUS OF 310.00 FEET, AN ARC DISTANCE OF 105.61 FEET (CHORD BEARS SOUTH 09 DEGREES 24 MINUTES 19 SECONDS WEST, A DISTANCE OF 105.10 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE SOUTH 19 DEGREES 09 MINUTES 53 SECONDS WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 221.06 FEET TO THE POINT OF BEGINNING OF THE SITE INTENDED TO BE DESCRIBED; THENCE CONTINUING SOUTH 19 DEGREES 09 MINUTES 53 SECONDS WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 1.13 FEET; THENCE CONTINUING SOUTH 17 DEGREES 07 MINUTES 11 SECONDS WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 52.89 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 45 SECONDS EAST, PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 116.05 FEET; THENCE NORTH 22 DEGREES 02 MINUTES 20 SECONDS EAST, A DISTANCE OF 10.31 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 190.00 FEET, AN ARC DISTANCE OF 35.81 FEET (CHORD BEARS NORTH 16 DEGREES 38 MINUTES 22 SECONDS EAST, A DISTANCE OF 35.76 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE NORTH 11 DEGREES 14 MINUTES 24 SECONDS EAST, A DISTANCE OF 7.95 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, PARALLEL WITH THE SOUTH LINE OF SAID PAULINE AVENUE, A DISTANCE OF 115.77 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.



PROFESSIONAL LAND SURVEYOR
BRYAN J. LEE
3616
GRAYSLAKE
ILLINOIS
STATE OF ILLINOIS

STATE OF ILLINOIS
COUNTY OF LAKE S.S.

I, BRYAN J. LEE, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND STAKED THE LAND AS DESCRIBED IN THE ABOVE CAPTION. ANY STRUCTURES SHOWN HEREON WERE LOCATED BY ME OR UNDER MY DIRECTION AND THE PLAT DRAWN HEREON IS A CORRECT REPRESENTATION OF SAID SURVEY AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DATED AT GRAYSLAKE, ILLINOIS THIS 23rd DAY OF November, A.D. 20 05.

ILLINOIS PROFESSIONAL LAND SURVEYOR 35-3616
MY LICENSE EXPIRES 11-30-22
PROFESSIONAL DESIGN FIRM NO. 184-002732

ADD DISTANCE 02-10-2022 B.J.L.
PROPOSED ADDITION 11-29-21 B.J.L.
FINAL SURVEY 08-18-06 B.J.L.
LOCATE FOUNDATION 04-28-06 B.J.L.
REVISED SURVEY 03-17-06 B.J.L.

Scale: 1" = 20'

FILE NO. 154-05
SITE2.dwg

FIELDWORK COMPLETED: 11-22-2021
CLIENT NAME: IL Youm
ADDRESS: 361 Raymond Road
Buffalo Grove, IL 60089

NOTES:
PLAT IS VOID if the Impressed Surveyors Seal does not appear. Only those Building Lines or Easements shown on a Recorded Subdivision Plat or from a Recorded Document are shown hereon; check local ordinances before building.

Compare your description and site markings with this plat AT ONCE report any discrepancies which you may find.

R.E. ALLEN AND ASSOCIATES, LTD.
PROFESSIONAL LAND SURVEYORS
1015 N. CORPORATE CIRCLE, SUITE C
GRAYSLAKE, ILLINOIS 60030
PHONE: 847-223-0914

Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

PROPOSED FRAMED ADDITION TO SFR

GENERAL REQUIREMENTS & AGREEMENTS

MATERIALS AND WORKMANSHIP

EXCAVATION / SITEWORK

CONCRETE WORK

EMERGENCY ESCAPE & STAIRS

SECTION R310
EMERGENCY ESCAPE AND RESCUE OPENINGS

GENERAL NOTES

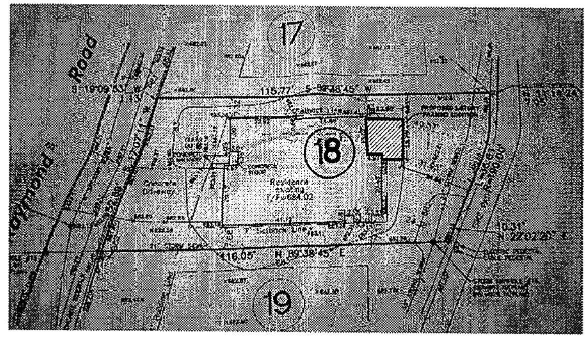
DUMPSTERS

ROUGH CARPENTRY

FINISHES - MISC.

ABBREVIATIONS

SHEET TAG LEGEND



(1) PROPOSED SITE PLAN
1" = 20'

VILLAGE OF BUFFALO GROVE REQUIREMENTS

Section 107.2.6.2 Compliance with site plan. It shall be the responsibility of the builder/developer to submit to the Building and Zoning Department a spot survey prepared by a Registered Land Surveyor after the foundation is installed. This survey must be at a scale of not less than one inch equal to thirty feet (1" = 30'). The survey must also indicate the elevation above sea level of the top of the foundation wall and the top of the curb and sidewalk at lot lines extended relative to a United States Geological Survey benchmark. No construction will be allowed to proceed except for decking, underground water and sewer, and related items until the spot survey is approved by the Building and Zoning Department. This section applies to principal structures only and not to additions or accessory structures.

TABLE R402.1.1 INSULATION AND FENESTRATION REQUIREMENTS BY COMPONENT

CODES AND ORDINANCES

ALL WORK SHALL CONFORM TO THE FOLLOWING NAMED CODES AS ADOPTED BY THE VILLAGE OF BUFFALO GROVE ILLINOIS WITH ALL PUBLISHED AMENDMENTS

International Building Code (2018)
International Residential Code (2018)
International Fire Code (2018)
International Mechanical Code (2018)
International Fuel Gas Code (2018)
National Electric Code (2017)
ICC Electrical Code Administrative Provisions
International Existing Building Code (2018)
Illinois Energy Conservation Code (2018 IECC as amended by the State of Illinois)
Illinois State Plumbing Code (2014)
Illinois Accessibility Code (2018)
ICC Performance Code for Existing Buildings and Facilities (2018)
Buffalo Grove Municipal Code (Title 15) Buildings & Construction

RESIDENTIAL DESIGN CRITERIA

FLOOR	= 40# LL	10# DL	ALL AREAS
CEILING	= 20# LL	10# DL	STICK BUILT CONSTRUCTION
ROOF	= 30# LL	10# DL	ROOF SLOPES OVER 3 in 12
CATHEDRAL	= 30# LL	15# DL	ALL SLOPES
ROOF TRUSSES	= 20# LL	10# DL	BOTTOM CHORD OF TRUSSES
	= 30# LL	10# DL	TOP CHORD OF TRUSSES ROOF SLOPES OVER 3 in 12
EXT. DECK	= 40# LL	10# DL	
BALCONY	= 60# LL	10# DL	EXTERIOR

STRUCTURAL FRAMING LUMBER

FLOOR JOISTS, CEILING JOISTS, HEADERS AND RAFTERS IN GRADE BASE VALUE AS DETERMINED BY WESTERN WOOD PRODUCTS ASSOCIATION (USE NO MULTIPLIERS AGAINST BASE VALUE)

#2 HEM-FIR DOMESTIC BASE Fb = 850

MINIMUM IN GRADE BASE VALUES FOR STUDS

FIRST FLOOR
EXTERIOR LOAD BEARING WALLS E = 1,400,000 Fc = 825
INTERIOR LOAD BEARING WALLS E = 1,200,000 Fc = 800

SECOND FLOOR
EXTERIOR LOAD BEARING WALLS E = 1,200,000 Fc = 800
INTERIOR LOAD BEARING WALLS E = 1,000,000 Fc = 600

ALL NON-LOAD BEARING WALLS E = 1,000,000 Fc = 600

EXTERIOR DECK STRUCTURAL FRAMING LUMBER

ALL DECK STRUCTURAL FRAMING HAVE BEEN DESIGNED BASED UPON #2 SOUTHERN YELLOW PINE OF U.S. ORIGIN
Fb 2x8 = 1380 PSI / 2x10 = 1210 PSI / 2x12 = 1120 PSI
E = 1,600,000

AS CLASSIFIED BY THE SOUTHERN PINE MARKETING COUNCIL

ENGINEERED WOOD PRODUCTS

MANUFACTURED STRUCTURAL WOOD PRODUCTS SUCH AS HEADERS AND BEAMS HAVE BEEN DESIGNED BASED UPON MICROLLAMS AND PARALLAMS AS MANUFACTURED BY TRUS-JOIST MACMILLAN

1.9 MICROLLAMS	Fb = 2600 psi	E = 1,900,000 psi
2.0 PARALLAMS	Fb = 2900 psi	E = 2,000,000 psi
1.5 TIMBERSTRAND	Fb = 2250 psi	E = 1,500,000 psi

COMMON NOTES

THESE PLANS SHALL NOT BE USED FOR CONSTRUCTION UNTIL STAMPED AND SIGNED BY AN ARCHITECT AND APPROVED BY THE LOCAL BUILDING DEPARTMENT. THE BUILDER IS EXPECTED TO FOLLOW THESE PLANS, APPLICABLE BUILDING CODES AND LOCAL ORDINANCES. HE SHALL VERIFY THAT SITE CONDITIONS ARE CONSISTENT WITH THESE PLANS BEFORE STARTING WORK. WHILE THESE PLANS ARE DRAWN TO SHOW THE PROPOSED WORK AS ACCURATELY AS POSSIBLE, SCHEMATIC DETAILS MAY BE USED IN SOME CASES FOR CLARITY. WORK NOT SPECIFICALLY DETAILED SHALL BE CONSTRUCTED TO THE SAME QUALITY AS SIMILAR WORK THAT IS DETAILED.

WRITTEN DIMENSIONS AND SPECIFIC NOTES SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS AND GENERAL NOTES. THE ARCHITECT SHALL BE CONSULTED FOR CLARIFICATION IF SITE CONDITIONS ARE ENCOUNTERED THAT ARE DIFFERENT THAN SHOWN, IF DISCREPANCIES ARE FOUND IN THE PLANS OR NOTES, OR IF A QUESTION ARISES OVER THE INTENT OF THE PLANS OR NOTES.

THE ARCHITECT ASSUMES NO RESPONSIBILITY FOR SCHEDULING, FABRICATION, CONSTRUCTION TECHNIQUES OR MATERIALS, OR QUANTITIES USED IN THE WORK. THE ARCHITECT ASSUMES NO RESPONSIBILITY FOR FIELD CHANGES, SITE VARIANCES, OR DISCREPANCIES NOT BROUGHT TO HIS/HER ATTENTION FOR CLARIFICATION.

DIMENSIONS AND NOTES SHALL TAKE PRECEDENCE OVER THE SCALING OF DRAWINGS.

WALL DIMENSIONS ARE TO THE EXTERIOR OF FRAMING UNLESS NOTED OTHERWISE.

LUMBER COMING IN CONTACT WITH CONCRETE OR MASONRY SHALL BE TREATED TO A MINIMUM OF .10 CA-B RETENTION. ALL LUMBER IN CONTINUOUS CONTACT WITH THE GROUND SHALL BE TREATED TO A MINIMUM OF .21 CA-B RETENTION.

ALL FRAMING LUMBER TO BE #2 HEM FIR OR BETTER, OR EQUIVALENT, UNLESS NOTED OTHERWISE.

WINDOWS SHALL BE DUAL PANE WITH WOOD OR ALUMINUM FRAMES OR PREMIUM VINYL (MIN. U VALUE OF 0.30).

ALL EXTERIOR DOORS AND WINDOWS SHALL BE FINISHED WITH WEATHER RESISTANT COATINGS AND WEATHERSTRIPPED.

CONTRACTOR - OWNER NOTE

Contractor shall verify all conditions and dimensions at the job site and notify the architect (PAVLOVCIK ARCHITECTURE INC.) of any dimensional errors, omissions or discrepancies before beginning or fabricating any work. Do not scale these drawings.

These drawings and specifications are the proprietary work, product, and property of PAVLOVCIK ARCHITECTURE INC. and are protected by Federal Copyright laws. These drawings are prepared and developed solely for the exclusive use of the Owner.

Use of these drawings and the concepts contained therein without the written permission of PAVLOVCIK ARCHITECTURE INC. is prohibited and may subject you to a claim for damages from either party.

Verify all dimensions, structural details, building codes, and grade requirements prior to start of work.

DESIGN fit
REMODELING HOMES ... BUILDING RELATI...

PAVLOVCIK ARCHITECTURE
SAMUEL PAVLOVCIK - T. 630.802.0897
PAVLOVCIKARCHITECTURE@GMAIL.COM
769 E. OAKWOOD BLVD. CHICAGO, IL 60653
DESIGN FIRM REGISTRATION # 184.007931

PROJECT DESCRIPTION
REAR SUNROOM ADDITION

PROJECT OWNER
RYAN & YOOJIN
YOUM

PROJECT ADDRESS
361 RAYMOND RD.
BUFFALO GROVE, IL. 60089

SCALES
1"=1'-0"
3/4"=1'-0"
1/2"=1'-0"
1/4"=1'-0"
1/8"=1'-0"
1"=10'-0"

CERTIFICATION STATEMENT

PLAN APPROVAL

HOMEOWNER — DATE
HOMEOWNER — DATE
KEVIN HARDIN — DESIGNER — DATE
DIANA RIZKO — DEVELOPER — DATE
ROD KELLY — ARCHITECTURE — DATE

PERMIT SET

DESCRIPTION	DATE
DESIGN SET	03/15/21
PERMIT SUBMITTAL	04/08/21
PERMIT REVISIONS	
PERMIT APPROVED	
WALK-THRU SET	
PRODUCTION SET	
FIELD REVISIONS	

NOTES

SHEET LEGEND

TAG	#	TITLE
G-1	1	GENERAL NOTES & LEGENDS
AP-1	2	FIRST FLOOR DEMO. & PROP.
AP-2	3	FOUNDATION DEMO. & PROP.
AS-1	4	SECTIONS & DETAILS
AE-1	5	EXTERIOR ELEVATIONS
MP-1	6	FLOOR MEP PLANS

PRINT DATE: 4/6/2021 23:32:30

G-1 1 OF 6

GENERAL NOTES & LEGENDS

FIRST & SECOND FLOOR WINDOW SCHEDULE

NUMBER	QTY	LOCATION	MANUFACTURER	SERIES	TYPE	WIDTH	HEIGHT	R/O	EGRESS	TEMPERED	U-FACTOR	JAMB SIZE	CASING SIZE	NOTES
W01	1	NEW SUNROOM	WINDOWS BY UNLIMITED OR EQ.	VINYL CASEMENT	SINGLE CASEMENT	27"	68"	28"X69"		YES	0.3	3/4"X2 1/4"	5/8"X2 1/4"	
W02	1	NEW SUNROOM	WINDOWS BY UNLIMITED OR EQ.	VINYL FIXED PICTURE	FIXED GLASS	72"	68"	73"X69"		YES	0.3	3/4"X6 5/8"	5/8"X2 1/4"	
W03	1	NEW SUNROOM	WINDOWS BY UNLIMITED OR EQ.	VINYL CASEMENT	SINGLE CASEMENT	27"	68"	28"X69"		YES	0.3	3/4"X6 5/8"	5/8"X2 1/4"	
W04	1	NEW SUNROOM	WINDOWS BY UNLIMITED OR EQ.	VINYL CASEMENT	SINGLE CASEMENT	27"	68"	28"X69"		YES	0.3	3/4"X6 5/8"	5/8"X2 1/4"	
W05	1	NEW SUNROOM	WINDOWS BY UNLIMITED OR EQ.	VINYL FIXED PICTURE	FIXED GLASS	60"	68"	61"X69"		YES	0.3	3/4"X6 5/8"	5/8"X2 1/4"	
W06	1	NEW SUNROOM	WINDOWS BY UNLIMITED OR EQ.	VINYL CASEMENT	SINGLE CASEMENT	27"	68"	28"X69"		YES	0.3	3/4"X6 5/8"	5/8"X2 1/4"	
W07	1	NEW SUNROOM	WINDOWS BY UNLIMITED OR EQ.	VINYL CASEMENT	SINGLE CASEMENT	27"	68"	28"X69"		YES	0.3	3/4"X6 5/8"	5/8"X2 1/4"	
W08	1		WINDOWS BY UNLIMITED OR EQ.	VINYL FIXED PICTURE	FIXED GLASS	87"	50"	88"X51"			0.3	3/4"X7 1/4"	5/8"X2 1/4"	

SKYLIGHT SCHEDULE

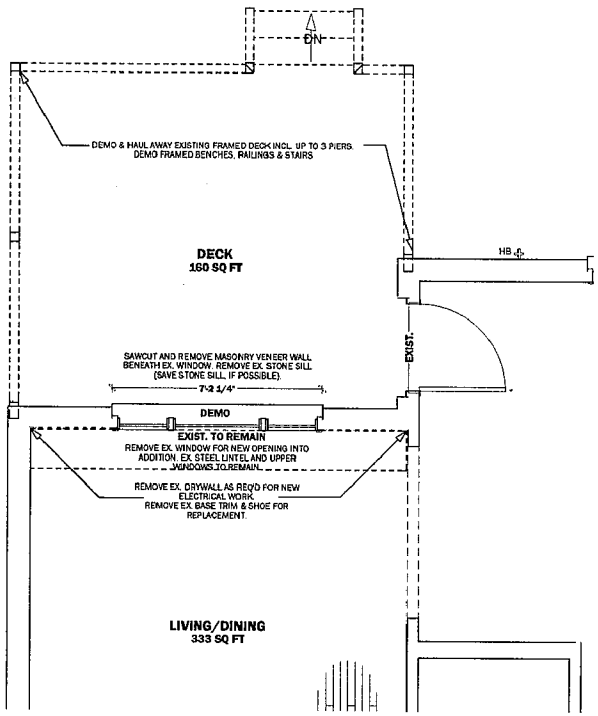
NUMBER	QTY	MANUFACTURER	MODEL	TYPE	LENGTH	WIDTH	R/O	NOTES
S01	2	VELUX	FS A06	FIXED	46 1/4"	15 1/4"	14 1/2" X 45 3/4"	FIXED DECK FLASHING KIT

FIRST FLOOR DOOR SCHEDULE

TAG	QTY	LOCATION	EX/IN	MANUFACTURER	TYPE	DOOR STYLE	WIDTH	HEIGHT	R/O	DOOR THICKNESS	HANDLING	DOOR FINISH	JAMB SIZE	CASING SIZE	NOTES
D01	1	LIVING/DINING/NEW SUNROOM	IN		DOUBLE HINGED	DOUBLE HINGED-GLASS PANEL	84"	84"	86"X87"	1 3/4"	L/R	GLASS STANDARD, COLOR - WHITE	3/4"X9 1/4"	3/4"X6"	
D02	1	NEW SUNROOM/DECK	EX	THERMA-TRU	HINGED	6-PANEL	36"	80"	38"X83"	1 3/4"	R	GLASS STANDARD, COLOR - WHITE, COLOR - BEIGE	3/4"X7 1/4"	3/4"X2 1/4"	

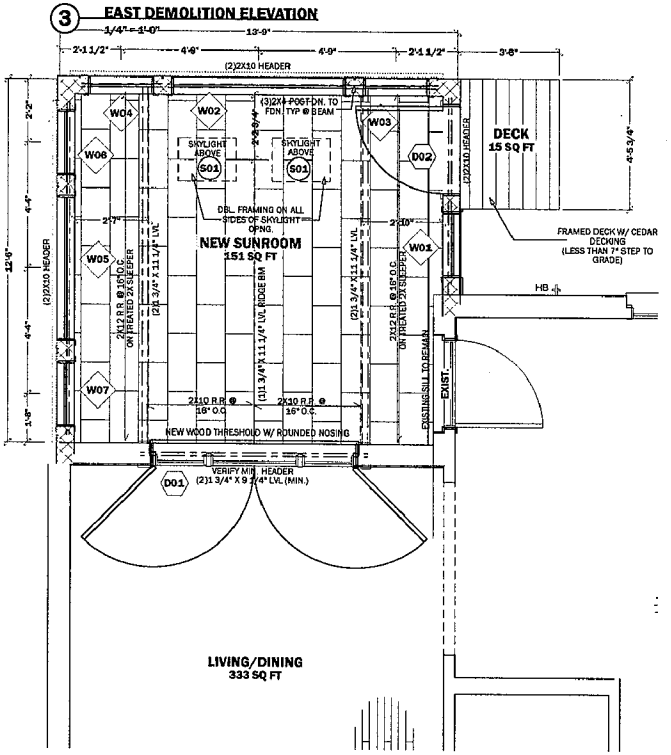
REMOVAL OF EX. STONE FIREPIT/PLANTERS IS TO BE DONE BY OTHERS

REMOVAL OF EX. STONE FIREPIT/PLANTERS IS TO BE DONE BY OTHERS



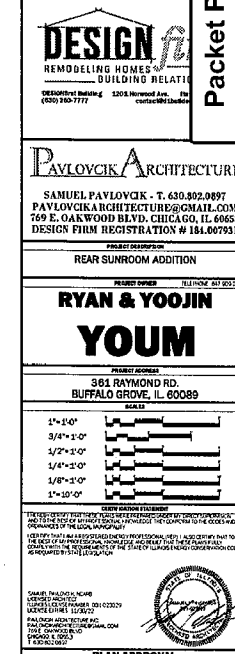
1 1ST FLOOR DEMO PLAN
1/2" = 1'-0"

3 EAST DEMOLITION ELEVATION
1/4" = 1'-0"



LIVING/DINING
333 SQ FT

2 1ST FLOOR PROPOSED PLAN
1/2" = 1'-0"



Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

1 PROPOSED FOUNDATION PLAN
1/2" = 1'-0"

2 PROPOSED ROOF FRAMING PLAN
1/2" = 1'-0"

DESIGN 1st
REMODELING IS OUR BUSINESS
(630) 530-7777

PAVLOVCIK ARCHITECTURE
SAMUEL PAVLOVCIK - T. 630.802.0897
PAVLOVCIKARCHITECTURE@GMAIL.COM
769 E. OAKWOOD BLVD. CHICAGO, IL 60653
DESIGN FIRM REGISTRATION # 184.007931

REAR SUNROOM ADDITION

RYAN & YOOJIN

YOUM

361 RAYMOND RD.
BUFFALO GROVE, IL 60089

1" = 1'-0"
3/4" = 1'-0"
1/2" = 1'-0"
3/8" = 1'-0"
1" = 10'-0"

HOMEOWNER

PLAN APPROVAL

HOMEOWNER

PERMIT SET

NOTES

SHEET LEGEND

TAG	#	TITLE
G-1	1	GENERAL NOTES & LEGENDS
AP-1	2	FIRST FLOOR DEMO. & PROP.
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PRINT DATE: 4/13/21
JOB NO: 21-3723

AP-2 3 6

FOUNDATION DEMO. & PROP.

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S1 TYPICAL WALL SECTION
1/2" = 1'-0"

S2 TYPICAL WALL SECTION
1/2" = 1'-0"

DESIGN
REMODELING BUILDING RELATIONSHIPS

PAVLOVCIK ARCHITECTURE
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DESIGN FIRM REGISTRATION # 184.007931

REAR SUNROOM ADDITION

RYAN & YOOJIN

YOUM

361 RAYMOND RD.
BUFFALO GROVE, IL 60089

1" = 1'-0"
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1/2" = 1'-0"
1/4" = 1'-0"
1/8" = 1'-0"
1" = 10'-0"

HOMEOWNER

PLAN APPROVAL

KEVIN HARDIN
DESIGNER / 630.802.0897

ROD KELLY
ARCHITECTURE EXHIBIT/SET

PERMIT SET

DESCRIPTION	DATE
DESIGN SET	04/06/21
PERMIT SUBMITTAL	04/06/21
PERMIT APPROVED	
PERMIT ISSUED	
PROGRESS SET	
FIELD REVISIONS	

NOTES

TAG	#	SHEET LEGEND
G-1	1	GENERAL NOTES & LEGENDS
AP-1	2	FIRST FLOOR DEMO. & PROP.
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PRINT DATE: 4/6/2021 12:37:22 PM

JOB NO. AS-1 SHEET NO. 4 OF 6

SECTIONS & DETAILS

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Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

DESIGN 1
REMODELING HOMES & BUILDING RELATI
(630) 350-7777

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DESIGN FIRM REGISTRATION # 184.007793

REAR SUNROOM ADDITION

RYAN & YOOJIN
YOUM
361 RAYMOND RD.
BUFFALO GROVE, IL 60089

1" = 1'-0"
3/4" = 1'-0"
1/2" = 1'-0"
1/4" = 1'-0"
1/8" = 1'-0"
1" = 10'-0"

PLAN APPROVAL

HOMEOWNER DATE

HOMEOWNER DATE

PERMIT SET

	DATE
DESIGN SET	04/26/21
PERMIT SUBMITTAL	04/30/21
PERMIT ADDENDA	
PERMIT ADDENDA	
PERMIT ADDENDA	
PERMIT ADDENDA	
PERMIT ADDENDA	
PERMIT ADDENDA	
FIELD REVISIONS	

NOTES

TAG	#	SHEET LEGEND
G-1	1	GENERAL NOTES & LEGENDS
AP-1	2	FIRST FLOOR DEMO. & PROP.
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AS-1	4	SECTIONS & DETAILS
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MP-1	6	FLOOR MEP PLANS

PRINT DATE: 4/26/21
JOB NO.: 21-224
SHEET NO.: AE-1
OF: 6
SHEET NAME: EXTERIOR ELEVATIONS

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Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

ELECTRICAL NOTES:

All work to be completed under this phase is subject to the DESIGNfirst Construction Contract Specifications

1. All electrical work shall be in compliance with all the national, state and local codes, ordinances and health regulations specifically the Local Municipality Building Code (with amendments).
2. Electrical installer to shall thoroughly familiarize himself with the complete documents and shall verify existing conditions and the size and feature submitted by bid. The contractor shall report any discrepancies to the architect immediately. No electrical load will be authorized for connection to any circuit that is not protected.
3. Fixture locations are shown on floor plans and shall be done in a workmanlike manner. The completed systems shall be fully operational and acceptable to the owner and the architect at the conclusion of the contract. Start-up and demonstration of the operation of all electrical equipment under this contract, in the time included therein at the completion of the work. Service for all equipment from date of final acceptance of the work by the owner.
4. All work shall be coordinated with other trades to avoid conflicts, interference, and presence the smart. Electrician or work shall comply with all laws, ordinances, rules and regulations of the all governmental authorities having jurisdiction. Contractor shall obtain and pay for all permits and required inspection fees. All work shall be subject to any authority of local inspection authority. Contractor shall be responsible for obtaining all required inspections and approvals of his work.
5. Electrical layout as schematic and work shall be installed to meet field conditions and equipment selected. Provide all work to be shown as required and verify compliance of equipment specifications.
6. Conduit shall be concealed where possible, where exposed, run in straight lines parallel and/or perpendicular to building construction. Conduits installed on slab on grade, underground or in areas subject to mechanical damage shall be rigid galvanized or intermediate metal type. Minimum conduit shall be 1/2" dia.
7. Receptacles and switches shall comply with local code. Verify locations of devices with the construction superintendent. Mounting heights shall be as follows: switches @ 40" AFF, thermostat @ 58" AFF, outlets @ 12" AFF.
8. All materials shall be new and bear the UL. label and be of the appropriate NFPA standards.
9. Contractor to provide proper fire proofing of all conduit penetrations of all floor and ceiling planes.
10. It is intended that the emergency system be shut down a minimum time. Shut downs shall be coordinated with owner on the job site.

LIGHTING REQUIREMENTS

1. All table one wall switch controlled lighting opening shall be installed over each laundry tub and in toilet, such lighting outlet(s) shall be in addition to the general lighting outlet(s) in these areas.
2. At least one wall switch controlled lighting outlet shall be required for all closets over 5 SF. Closet lights shall be (or permanently installed lighting type and shall be fluorescent surface mounted or recessed fixtures, switched to be completely enclosed lamps).
3. Provide meter or disconnect on new electrical service.
4. Recessed lights for insulated ceilings to be type for direct contact with insulation.
5. Any ceiling electric box which would be used for a ceiling fan shall be identified for ceiling fan support.

SMOKE AND CARBON MONOXIDE ALARMS

1. Smoke alarm shall be installed in each sleeping room.
2. Smoke alarms shall comply with section R313 as per occupancy.
3. Smoke alarm shall be installed outside of sleeping rooms within the immediate vicinity of the bedrooms on the upper most story of the dwelling, including basements but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an interior door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for adjacent lower level provided that the lower level is less than one full story below the upper level.
4. All smoke alarm shall be hard wired, with 120 Volts and interconnected.
5. Install Carbon monoxide detectors within 15'-0" of all rooms used for sleeping purposes.
7. Install carbon monoxide detectors at rooms where gas fired water heaters and furnaces are located.

RECEPTACLE REQUIREMENTS

1. In all Habitable Space receptacles shall be installed so that no point along the floor line in any wall space is more than 6 feet, measured horizontally from an outlet in that space.
2. Receptacle Requirements in counter top locations:
2a. Wall counter spaces: a receptacle outlet shall be installed at each wall counter space that is 12 in. or wider.
2b. Receptacle outlets shall be installed so that no point along the wall line is more than 24in. measured horizontally from receptacle.
3. All electrical devices shall be pulled at accessed to prevent moisture accumulation.
4. All receptacles in the garage to be GFI

MECHANICAL NOTES:

All work to be completed under this phase is subject to the general condition of the construction contract

1. All mechanical work shall be in compliance with the national, state and local codes and ordinances and health regulations specifically the Local Municipality Building Code with amendments, and in compliance with the "ICAHEAT guide International Mechanical Code, 2015 Edition (with amendments)
2. Mechanical Contractors shall determine exact location of new duct work, registers and equipment. Any adjustments because of field conditions or to satisfy applicable codes shall be brought to the attention of the architect prior to commencing the work. 3. Mechanical Contractors shall check drawings and details to avoid interference with structural or any other condition before installation of work.
4. Mechanical Contractors shall provide and pay for all permits necessary for construction under this phase of work and shall be responsible for obtaining of all required inspections and approval from same.
5. Mechanical Contractors to provide appropriate fire safety of all pipes and ductwork that penetrate all fire and smoke partitions. All firestopping to be approved by local code official means or other nonconcussive means.
6. Mechanical Contractor to provide design build equipment with heat loss and recreation sheet, and cooling system calculations for new or modified ductwork system for work areas. It will be responsibility of the Mechanical Contractor to review design calculations with the homeowner, architect and general contractor prior to installation.
7. Mechanical Contractors to balance whole systems prior to final occupancy and to inspect and clean existing equipment to verify it is in good working condition.
8. High efficiency equipment to be vented through the roof using schedule 40 PVC venting pipe.
9. Standard efficiency equipment to be vented through the roof using type "B" 4" DIA. Venting pipe unless noted to equipment manufacturer requirements other way.
10. Exhaust fans must be vented through roof or soffit or otherwise to the exterior.
11. Provide outside connection on for all gas heating appliances per latest local building codes.
12. All flues to extend 2 ft. Above any point of the structure within 10 ft horizontally from the flue.
13. All HVAC equipment to be rated with noise level not to exceed 65 decibels.
14. Provide heating equipment to maintain room temperatures of 75 degrees F with outdoor temperature range of 110 degrees F to -20 degrees F.
15. HVAC registers are required in all rooms served the dome, except in ashers, bath and closets.
16. Where HVAC equipment and or a washing machine are to be located above finished rooms provide & corrosion resistant metal pan (bonded heating) & an oil, the pan shall drain to a minimum 3/4" pipe discharging at the compassuous location.
17. Provide mechanical ventilation for all bathroom facilities vented to the out side

PLUMBING NOTES:

All work to be completed under this phase is subject to the DESIGNfirst Construction Contract Specifications

1. All plumbing work shall be in compliance with all the national, state and local codes, of all work and health regulations specifically the Local Municipality Building Code with amendments.
2. Plumbing contractor shall examine the existing conditions, affect installation of the new work and adjust work accordingly, with approval of architect.
3. All plumbing water lines to be provided by contractor with shut-off valves. Plumbing contractor shall provide any additional crawlholes, vents or floor drains if required by code.
4. Plumbing contractor shall verify locations of existing house sewer, water heater, gas meter and provide adequate connections.
5. Plumbing contractor shall provide necessary hangers, and supports to provide for easy access pathes, expansion movement, etc. As required, provide sleeves, caulk sleeves in an approved manner to prevent passage of odors, insects, moisture and sound. Plumbing service for shall coordinate all utility work with other trades and architect.
7. All water piping to be installed at 1/2000 with gradient. Rough where downhill to main piping.
8. All waste piping shall be in accordance with all natural, state and local codes. Below slab waste piping shall be a minimum 4"dia.
9. Plumbing contractor shall provide cleanouts at the ends of all major fixture groups.
10. Plumbing contractor to provide proper fire stuffing of all holes that penetrate all floors and ceiling planes.
11. Provide back flow preventer where required.
12. All tub and shower valves to be pressure balancing valves or thermostatic valves set to a max of 110 degrees.
13. Deck mounted faucet with hose and spray will require back flow preventer on hot and cold water supplies to faucet, and hose and hand spray will require a pressure balancer or valve or a thermostatic valve set to a max. of 110 degrees.
14. Provide mounted backwater valve supply will be on left side of the faucet as you face the plumbing faucet
15. Provide access panel for all concrete and equipment.
16. Downspout shall be directed to main house storm line (not to storm line using Schedule 40 PVC code or other code approved alternative.
17. Provide a pan with drain in a floor down in floor for the clothes washer, furnaces and water heaters

WATER SERVICE AND DISTRIBUTION

1. All water & gas piping to be pressure tested with air

PROTECTION FROM FREEZING CONDITIONS

1. Water, soil and waste pipes shall not be installed outside of a building, or which is never openly connected with outside walls, or which is otherwise subjected to freezing temperatures unless adequate provision is made to protect such pipes from freezing by insulation and heat.
2. Plumbing or gas pipe in exterior concrete slab shall be prohibited.
2a. All water piping supply and drain pipes to be installed a minimum of 6" from bottom of floor joist.
2b. Insulate these pipe systems and provide a heat run in the floor to plumbing pipes for piping along the garage or entrance spaces.
3c. Provide a minimum of 12" of fiberglass insulation protected in sealed plastic enclosures under the water supply lines or drain, trap.
3d. Apply 2" high density Styrofoam insulation board to the entire ceiling area.
3e. Cover the insulation board with the required 5/8" type "X" drywall on 4 ply type.

- ALL WORK AND MATERIALS PER THE 2004 Illinois State Plumbing Code & Ill. 21 Village Code Amendments
- ALL COPPER VENT WASTE PIPE TO BE 1/2" TYPE COPPER
- ALL COPPER ABOVE GROUND TO BE TYPE "L"
- ALL COPPER BELOW GROUND TO BE TYPE "K"
- ALL COPPER FITTINGS TO BE FORGED WITH NO LEAD SOLDER FITTINGS
- ALL PVC TO BE SCHEDULE 40 TO MEET CODE
- ALL PVC FITTINGS TO BE DONE WITH PURPLE PRIMER AND CLEAR PVC CEMENT
- 24" AIR CHAMBER ON ALL WATER MAIN RISERS
- 12" AIR CHAMBER ON ALL FIXTURES
- SHUT OFF STOPS ON ALL FIXTURES

FIRST FLOOR ELECTRICAL DEMOLITION SCHEDULE				
NUMBER	QTY	DESCRIPTION	LOCATION	NOTES
01	4	EXISTING 3-WAY SWITCH	LIVING/DINING	
02	1	EXISTING CEILING FAN	LIVING/DINING	
03	1	EXISTING DUPLEX OUTLET	FAMILY	
04	5	EXISTING DUPLEX OUTLET	LIVING/DINING	
05	4	EXISTING RECESSED CAN LIGHT	FAMILY	
06	4	EXISTING RECESSED CAN LIGHT	LIVING/DINING	
07	1	EXISTING SD/CO DETECTOR	FAMILY	
08	2	EXISTING SINGLE POLE SWITCH	FAMILY	
09	1	EXISTING WALL MOUNTED FIXTURE	DECK	
10	1	EXISTING WEATHERPROOF DUPLEX OUTLET	DECK	
11	1	KILL EXISTING DUPLEX OUTLET	LIVING/DINING	

ADDITIONAL ELECTRICAL NOTES:
AT LEAST 50% OF LAMPS IN PERMANENTLY INSTALLED LIGHT FIXTURES MUST BE HIGH EFFICIENCY BULBS. Sec 404.1

ALL NEW RECEPTACLES TO BE TAMPER RESISTANT

ALL 20 AMP RECEPTACLES IN KITCHEN & BATH SHALL BE GROUND FAULT PROTECTED

ALL NEW, MODIFIED OR EXTENDED CIRCUITS SHALL BE ARC-FAULT PROTECTED PER 2014 NEC 210.12
-ARC-FAULT CIRCUIT PROTECTION SHALL BE PROVIDED AS REQUIRED AS FOLLOWS:
(A) DWELLING UNITS. ALL 120V SINGLE-PHASE 15 AND 20 AMP BRANCH CIRCUITS SUPPLYING OUTLETS OR DEVICES INSTALLED IN DWELLING UNIT KITCHENS, FAMILY ROOMS, DINING ROOMS, LIVING ROOMS, PARLORS, LIBRARIES, DENS, BEDROOMS, SUNROOM S, RECREATION ROOMS, CLOSETS, HALLWAYS, LAUNDRY AREAS, OR SIMILAR ROOMS SHALL BE PROTECTED BY ARC-FAULT CIRCUIT INTERRUPTER INSTALLED TO PROVICE PROTECTION OF THE ENTIRE BRANCH CIRCUIT.
A CARBON MONOXIDE DETECTOR SHALL BE INSTALLED WITHIN 15 FEET OF ALL SLEEPING AREAS R314.3.1
A SMOKE DETECTOR/ALARM MUST BE INSTALLED IN EACH SLEEPING ROOM, IN THE IMMEDIATE VICINITY OF SLEEPING ROOMS AND ON EVERY FLOOR INCLUDING THE BASEMENT (2015 I.R.C., R314.3)
INTERCONNECTION AND HARD-WIRING OF SMOKE ALARMS IN EXISTING AREAS SHALL NOT BE REQUIRED WHERE THE ALTERATIONS OR REPAIRS DO NOT RESULT IN THE REMOVAL OF INTERIOR FINISHES EXPOSING THE STRUCTURE, UNLESS THERE IS AN ATTIC, CRAWL SPACE OR BASEMENT AVAILABLE WHICH COULD PROVIDE ACCESS FOR HARD WIRING WITHOUT REMOVAL OF INTERIOR FINISHES.

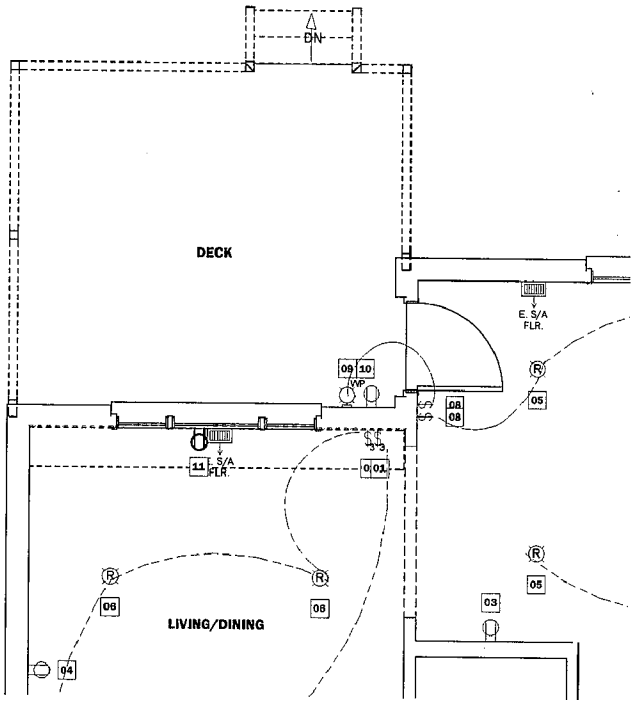
ALL LIGHT FIXTURES RECESSED INTO THE BUILDING THERMAL ENVELOPE SHALL BE SEALED WITH GASKET OR CAULK AND BE IC RATED AND LABELED AS HAVING AN AIR LEAKAGE RATE NOT MORE THAN 2.0 CFM.

ENTIRE BATH TO BE GROUND-FAULT PROTECTED (LIGHTS, OUTLETS, & FANS.)

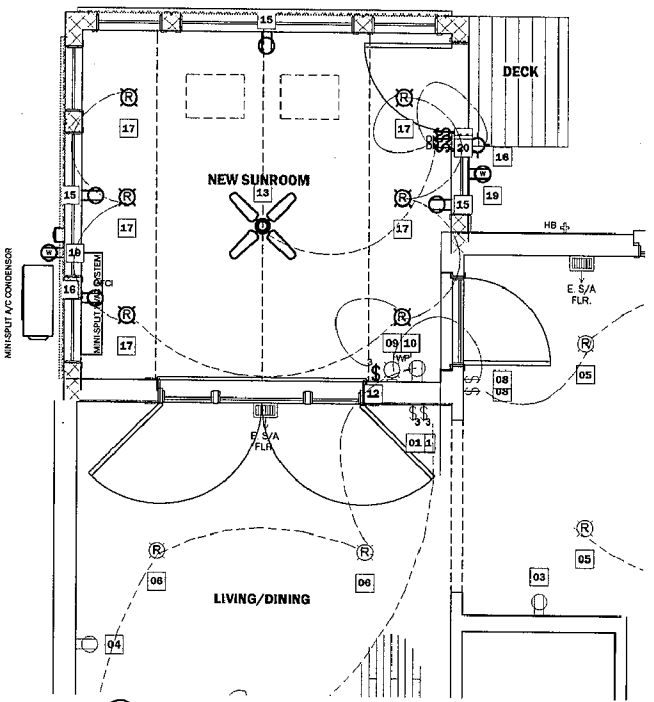
NOTE:
EXISTING ELECTRICAL NOT SHOWN IS ASSUMED TO BE EXISTING TO REMAIN

FIRST FLOOR ELECTRICAL SCHEDULE				
NUMBER	QTY	DESCRIPTION	LOCATION	NOTES
01	4	EXISTING 3-WAY SWITCH	LIVING/DINING	
02	1	EXISTING CEILING FAN	LIVING/DINING	
03	1	EXISTING DUPLEX OUTLET	FAMILY	
04	5	EXISTING DUPLEX OUTLET	LIVING/DINING	
05	4	EXISTING RECESSED CAN LIGHT	FAMILY	
06	4	EXISTING RECESSED CAN LIGHT	LIVING/DINING	
07	1	EXISTING SD/CO DETECTOR	FAMILY	
08	2	EXISTING SINGLE POLE SWITCH	FAMILY	
09	1	EXISTING WALL MOUNTED FIXTURE	NEW SUNROOM	
10	1	EXISTING WEATHERPROOF DUPLEX OUTLET	NEW SUNROOM	
11	1	NEW ELECTRICAL SUBPANEL	UNSPECIFIED	
12	1	NEW 3-WAY SWITCH	NEW SUNROOM	
13	1	NEW CEILING FAN	NEW SUNROOM	
14	2	NEW DIMMER SWITCH	NEW SUNROOM	
15	3	NEW DUPLEX OUTLET	NEW SUNROOM	
16	1	NEW GFCI DUPLEX	NEW SUNROOM	
17	6	NEW LED WAVE RECESSED LIGHT FIXTURE	NEW SUNROOM	
18	1	NEW EXTERIOR WALL MOUNTED OPENING		
19	2	NEW WEATHERPROOF DUPLEX		
20	1	NEW SINGLE POLE SWITCH	NEW SUNROOM	

INSTALL NEW 20-CIRCUIT SUBPANEL TO EXISTING 40 CIRCUIT, 200A PANEL



1 1ST FLOOR MEP DEMO PLAN
1/2" = 1'-0"



1 PROP. 1ST FLOOR MEP PLAN
1/4" = 1'-0"

PROJECT MANAGER TO REVIEW & VERIFY ALL ELECTRICAL OPENINGS WITH HOMEOWNER AT THE SITE

DESIGN first
REMODELING HOMES BUILDING RELATI
DESIGNfirst Building 1201 Norwood Ave.
(630) 250-7777

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769 E. OAKWOOD BLVD. CHICAGO, IL 60653
DESIGN FIRM REGISTRATION # 184.007931

PROJECT DESCRIPTION
REAR SUNROOM ADDITION

PROJECT OWNER
RYAN & YOOJIN
YOUM

PROJECT ADDRESS
361 RAYMOND RD.
BUFFALO GROVE, IL. 60089

SCALES
1"=1'-0"
3/4"=1'-0"
1/2"=1'-0"
1/4"=1'-0"
1/8"=1'-0"
1"=10'-0"

CERTIFICATION & LICENSURE
I HEREBY CERTIFY THAT THE PLANS WE SEAL WERE PREPARED BY US OR UNDER OUR DIRECT SUPERVISION AND TO THE BEST OF MY PROFESSIONAL KNOWLEDGE THEY CONFORM TO THE CODES AND ORDINANCES OF THE LOCAL MUNICIPALITY.
I CERTIFY THAT I AM A REGISTERED ENERGY PROFESSIONAL (REP). I ALSO CERTIFY THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF THAT THESE PLANS FULLY COMPLY WITH THE MANDATORY REQUIREMENTS OF THE STATE OF ILLINOIS ENERGY CONSERVATION CODE AS ADOPTED BY STATE LEGISLATION

SAMUEL PAVLOVCIK, NCARB
LICENSED ARCHITECT
ILLINOIS LICENSE NUMBER: 001-023026
LICENSE EXPIRES: 11/30/22
PAVLOVCIK ARCHITECTURE INC.
PAVLOVCIKARCHITECTURE@GMAIL.COM
769 E. OAKWOOD BLVD
CHICAGO, IL 60653
T. 630.802.0897

PLAN APPROVAL
HOMEOWNER DATE
HOMEOWNER DATE
I/we, the buyer(s), Home Owners, have examined the DESIGNfirst documents and DESIGNfirst construction details. I/we, the buyer(s), Home Owners, understand and agree to all terms, conditions, and restrictions contained within the DESIGNfirst documents and approve the construction as noted.
KEVIN HARDIN
DESIGNER (630)664-1969 DATE
DIANA RIZKO
DEVELOPER (708)990-9145 DATE
ROD KELLY
ARCHITECTURE (630) 617-0674 DATE

PERMIT SET

DESCRIPTION	DATE
DESIGN SET	03/15/21
PERMIT SUBMITTAL	04/08/21
PERMIT REVISIONS	
PERMIT APPROVED	
WALK-THRU SET	
CONSTRUCTION SET	
FIELD REVISIONS	

NOTES

SHEET LEGEND

TAG	#	TITLE
G-1	1	GENERAL NOTES & LEGENDS
AP-1	2	FIRST FLOOR DEMO. & PROP.
AP-2	3	FOUNDATION DEMO. & PROP.
AS-1	4	SECTIONS & DETAILS
AE-1	5	EXTERIOR ELEVATIONS
MP-1	6	FLOOR MEP PLANS

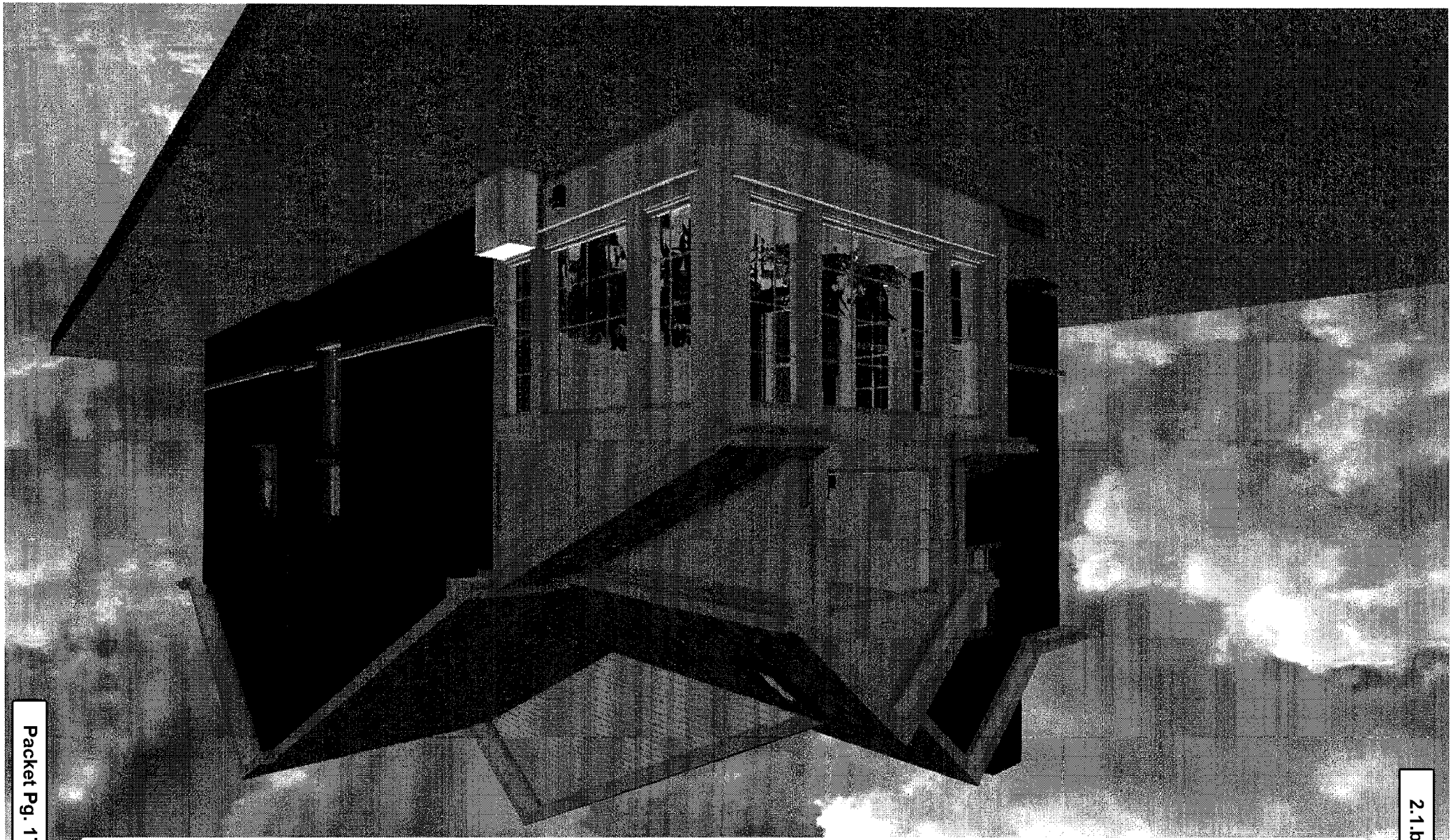
PRINT DATE: 4/8/2021 23:32:45
TAG MP-1 SHEET 6 OF 6
SHEET NAME: FLOOR MEP PLANS

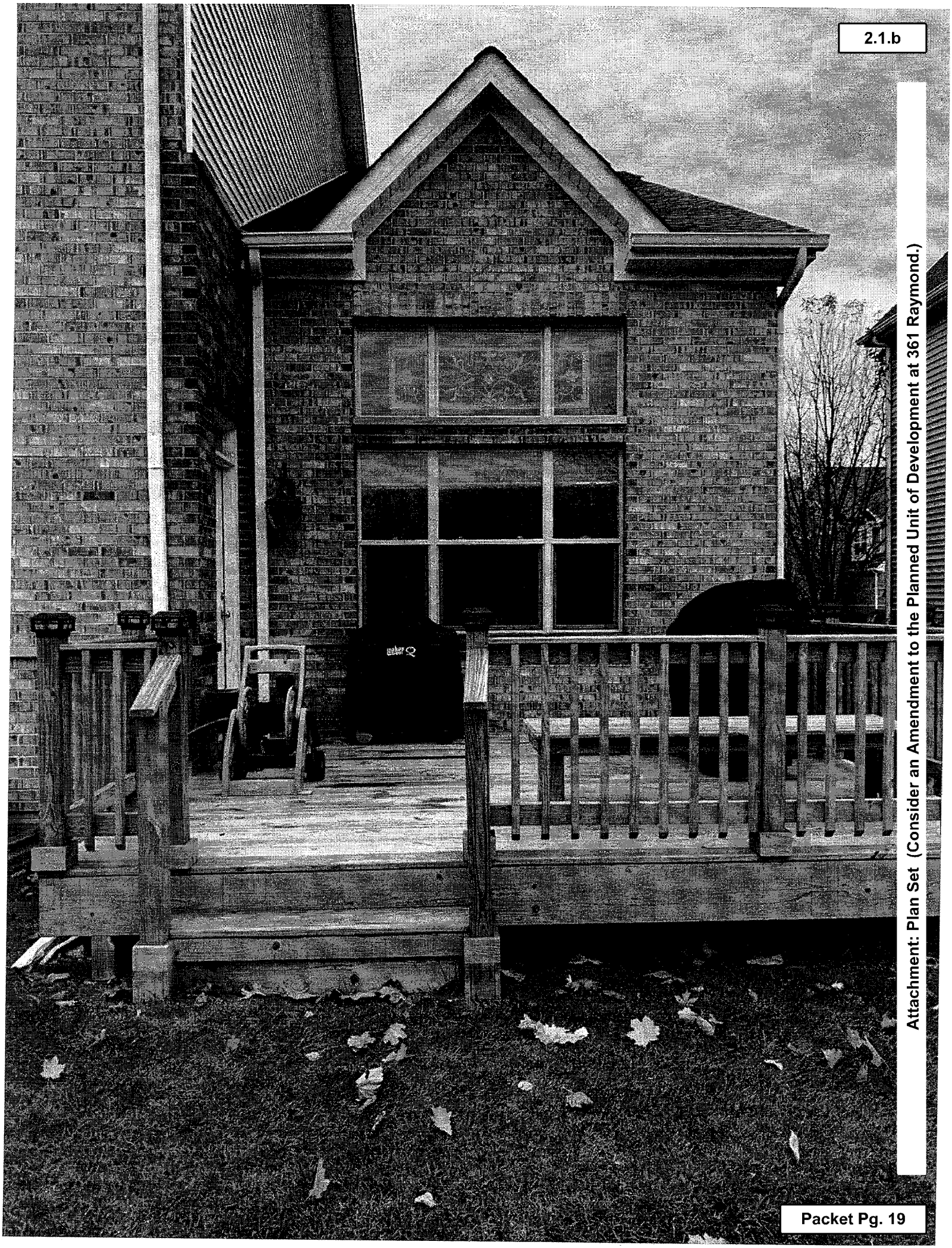
PROTECTION OF DESIGN & CONSTRUCTION: Buffalo Code 111.01 Subsection 2 MODIFIED to 2 FT 0 inches
PROTECTION OF DESIGN & COPYRIGHT LAWS: 2021 PAVLOVCIK ARCHITECTURE INC. ALL RIGHTS RESERVED

PETITION FOR CONCEPT AND PRELIMINARY PLAN REVIEW OF IL ("RYAN") YOUM
AND YOO JIN CHOI
FOR 361 RAYMOND ROAD, BUFFALO GROVE, ILLINOIS

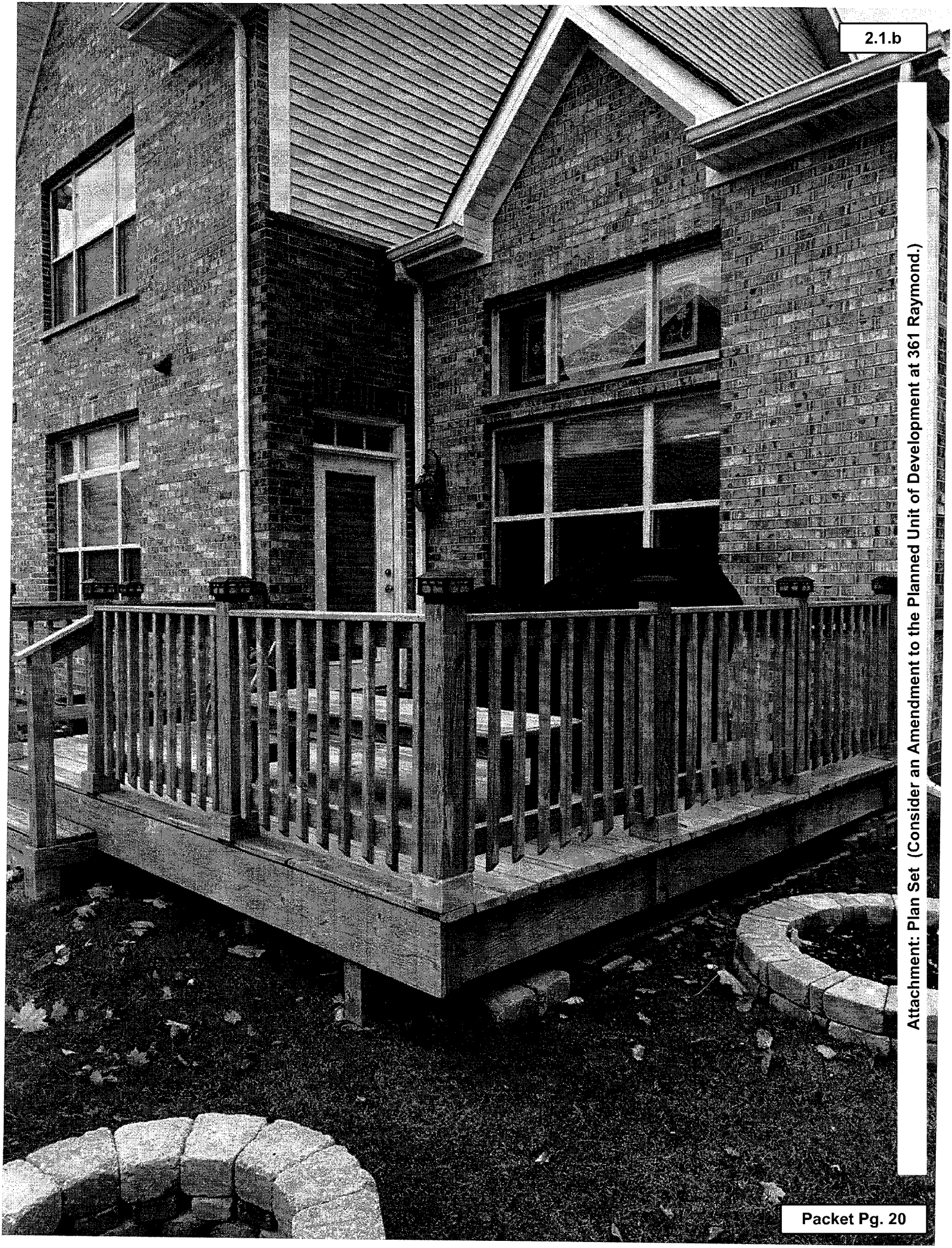
EXHIBIT E
CONCEPTUAL VISUAL DEPICTION

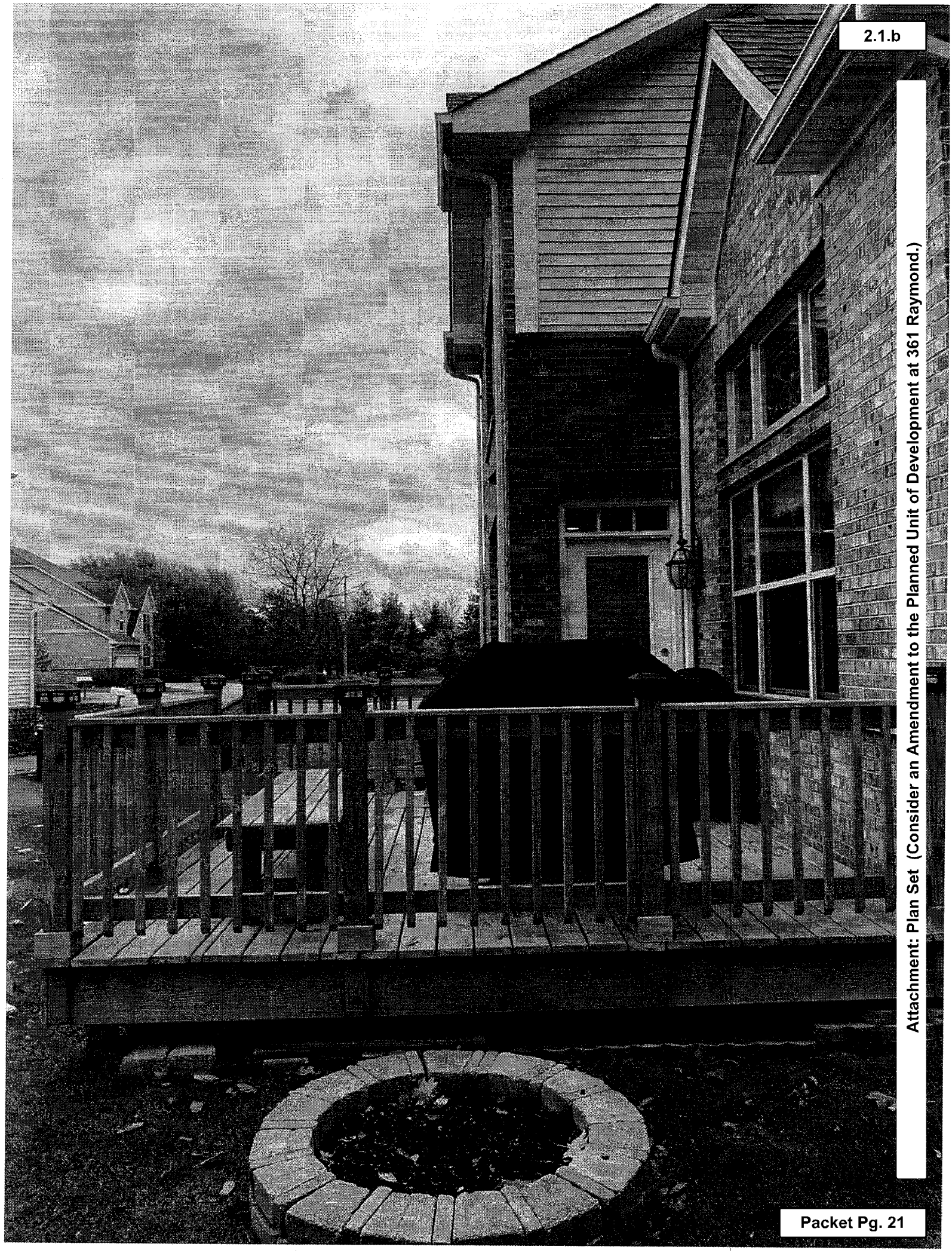
Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)





Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)





Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

PETITION FOR CONCEPT AND PRELIMINARY PLAN REVIEW OF IL ("RYAN") YOUM
AND YOO JIN CHOI
FOR 361 RAYMOND ROAD, BUFFALO GROVE, ILLINOIS

EXHIBIT F
HOMEOWNERS ASSOCIATION APPROVAL

Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

Best regards

Ryan Youm

-------- 원본 메일 --------

보낸사람: Fairview Estates <fairviewestatesbg@gmail.com>
받는사람: windychicago <windychicago@hanmail.net>
참조: 361 RAYMOND RD - IL YOUM & CHOI YOO JIN <essiejin17@gmail.com>
날짜: 21.05.28 00:54 GMT +0900
제목: Fwd: Fw: 361 RAYMOND SUNROOM ADDITION PROJECT

Good Morning Ryan Il Youm & Yoo Jin Choi -

All board members had a chance to review the plan for adding a sunroom, which is the size of the current wood patio at 361 Raymond Rd.
Everyone has approved it for submitting to Village Of Buffalo Grove for further due diligence and approval.

Please keep us posted on your progress with final approved plans.

Regards,
Fairview Estates Homeowners Association
Himanshu Patel (391 Raymond)
Alex Shulman (411 Raymond)
Ramu Amanchi (380 Raymond)
Bin Lin (371 Raymond)
Sameer Dalal (350 Raymond)

--------- Forwarded message --------
From: **Fairview Estates** <fairviewestatesbg@gmail.com>
Date: Wed, May 26, 2021 at 8:14 PM
Subject: Fwd: Fw: 361 RAYMOND SUNROOM ADDITION PROJECT
To: 411 RAYMOND RD - ALEX & YULIYA SHULMAN <aleks.shulman@gmail.com>, 380 RAYMOND RD - RAMU AMANCHI & ARCHANA BINDU <ramanchi@hotmail.com>, 350 RAYMOND RD - SAMER & URVI DALAL <sameerrdalal@gmail.com>, 371 RAYMOND RD - BIN LIN <binlin_km@yahoo.com>

Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

Date: Dec.04.2021

Village of Buffalo Grove
Department of Community Development
50 Raupp Boulevard Buffalo Grove, IL

Re: 361 Raymond Road, Buffalo Grove/Proposed Room Addition

To whom it may concern:
We (or, if only one person, then "I") have had an opportunity to speak with Ryan Youm & Yoo Jin Choi regarding the proposed room addition at his home. We (or, if only one person, then "I") support this room addition.

343 Mary Belle Circle, Buffalo Grove

Name: Alex Kershtein **Sign:**

Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

Date: Dec.04.2021

Village of Buffalo Grove
Department of Community Development
50 Raupp Boulevard Buffalo Grove, IL

Re: 361 Raymond Road, Buffalo Grove/Proposed Room Addition

To whom it may concern:
We (or, if only one person, then "I") have had an opportunity to speak with Ryan Youm & Yoo Jin Choi regarding the proposed room addition at his home. We (or, if only one person, then "I") support this room addition.

371 Raymond Road, Buffalo Grove

Name: Bin Lin **Sign:** Bin Lin

Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

Date: Dec.04.2021

Village of Buffalo Grove
Department of Community Development
50 Raupp Boulevard Buffalo Grove, IL

Re: 361 Raymond Road, Buffalo Grove/Proposed Room Addition

To whom it may concern:
We (or, if only one person, then "I") have had an opportunity to speak with Ryan Youm & Yoo Jin Choi regarding the proposed room addition at his home. We (or, if only one person, then "I") support this room addition.

381 Raymond Road, Buffalo Grove

Name: Venu Kakumanu **Sign:**

Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

Date: Dec.04.2021

Village of Buffalo Grove
Department of Community Development
50 Raupp Boulevard Buffalo Grove, IL

Re: 361 Raymond Road, Buffalo Grove/Proposed Room Addition

To whom it may concern:
We (or, if only one person, then "I") have had an opportunity to speak with Ryan Youm & Yoo Jin Choi regarding the proposed room addition at his home. We (or, if only one person, then "I") support this room addition.

347 Mary Belle Circle, Buffalo Grove

Name: Yan Xuan **Sign:**

Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

Date: Dec.04.2021

Village of Buffalo Grove
Department of Community Development
50 Raupp Boulevard Buffalo Grove, IL

Re: 361 Raymond Road, Buffalo Grove/Proposed Room Addition

To whom it may concern:
We (or, if only one person, then "I") have had an opportunity to speak with Ryan Youm & Yoo Jin Choi regarding the proposed room addition at his home. We (or, if only one person, then "I") support this room addition.

351 Raymond Road, Buffalo Grove

Name: Prasad Adeu

Sign:

Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

FINAL PLAT OF SUBDIVISION
FAIRVIEW ESTATES

BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND BEING A RESUBDIVISION OF LOTS 1, 2, 3 & 4 IN PRAIRIE VIEW ACRES SUBDIVISION, BEING A SUBDIVISION IN THAT PART OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED DECEMBER 9, 1955 AS DOCUMENT NO. 891499, IN LAKE COUNTY, ILLINOIS

RECORDING SPACE

APPROVED BY VILLAGE BOARD
Date: July 18, 2005
Ordinance #
Exhibit:
Other:

PRESENTED TO PLAN COMMISSION
Workshop # Public Hearing
Date: June 15, 2005
Action: Recom. APPROVAL

SCALE 1" = 50'

LOCATION MAP
NOT TO SCALE

BLOCK 25 OF HORATIO GARDENS SUBDIVISION PER DOC. NO. 302090

PART OF AMBERLY SUBDIVISION

PART OF LEXINGTON HILLS SUBDIVISION

PART OF BUFFALO GROVE MANOR SUBDIVISION

PREVIOUSLY DEDICATED TO THE VILLAGE OF BUFFALO GROVE PER DOC. NO. 302090

N89°38'45"E 417.81' PAULINE AVENUE

HEREBY DEDICATED TO THE VILLAGE OF BUFFALO GROVE

NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 33-43-11

PREVIOUSLY DEDICATED TO THE VILLAGE OF BUFFALO GROVE PER DOC NO. 1798025

P.I.N. NUMBERS:
15-33-400-001
15-33-402-018
15-33-402-019
15-33-402-020
15-33-402-021

N16°40'11"E 135.96'

S89°38'45"W 41.83'

N16°40'11"E 544.11'

(COUNTY HIGHWAY W17)

WEILAND ROAD

RAYMOND ROAD

PARCEL 1

PARCEL 2

LOT 1 (81,104 SQ. FT.)

LOT 2 (142,353 SQ. FT.)

LOT 3 PRAIRIE VIEW ACRES SUBDIVISION PER DOC. NO 891499

LOT 2 PRAIRIE VIEW ACRES SUBDIVISION PER DOC. NO 891499

LOT 1 PRAIRIE VIEW ACRES SUBDIVISION PER DOC. NO 891499

MARY BELLE CIRCLE

HEREBY DEDICATED TO THE VILLAGE OF BUFFALO GROVE

BUILDING BOX 1 through BUILDING BOX 26

25' BUILDING SETBACK LINE

10' PUBLIC UTILITY EASEMENT PER DOC. NO. 2132309

70' BUILDING LINE PER DOC. NO. 2132309

S89°36'56"W 571.49' (S72-09')

LOT 1 SCHWABEN CENTER SUBDIVISION PER DOC. NO. 2132309

S00°02'15"E 649.98'

OUTLOT 1 RIDGEWOOD NO. 1 SUBDIVISION PER DOC. NO. 1798025

BLANKET EASEMENT FOR PUBLIC UTILITY PER DOC. NO. 1798025

BLANKET EASEMENT FOR PUBLIC UTILITIES AND DRAINAGE EXCEPTING THEREFROM THOSE PARTS FALLING WITHIN THE BUILDING FOUNDATIONS

EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33-43-11

FOUND IRON PIPE
FOUND IRON ROD
SET CONCRETE MONUMENT AT CORNER
TO BE REPLACED WITH CONCRETE MONUMENT AT CORNER
X CUT IN FENCE POST FOOTER AT SOUTHWEST CORNER OF LOT 1 OF PRAIRIE VIEW

DEVELOPER/OWNER:
MR. TERRY BARNETT
GLENBROOK PROPERTIES, LLC
20389 WEILAND RD.
PRAIRIE VIEW, IL 60069
PHONE: (847) 724-9477
FAX: (847) 459-9476

SURVEYOR:
MACKIE CONSULTANTS, LLC
9575 WEST HIGGINS ROAD
SUITE 500
ROSEMONT, ILLINOIS 60018
PHONE: (847) 696-1400
FAX: (847) 696-1410

ENGINEER:
GROUNDWORK, LTD.
351 WEST DUNDEE ROAD
BUFFALO GROVE, IL 60089
PHONE: (847) 541-4161
FAX: (847) 541-4066

AREA TABLE

LOT 1	= 81,104 SQ. FT. OR	1.86 ACRES; MORE OR LESS	
LOT 2	= 142,353 SQ. FT. OR	3.27 ACRES; MORE OR LESS	
AREA IN WEILAND ROAD RIGHT OF WAY	= 26,440 SQ. FT. OR	0.61 ACRES; MORE OR LESS	
AREA IN PAULINE AVENUE RIGHT OF WAY	= 14,491 SQ. FT. OR	0.33 ACRES; MORE OR LESS	
AREA IN RAYMOND ROAD RIGHT OF WAY	= 36,224 SQ. FT. OR	0.83 ACRES; MORE OR LESS	
AREA IN MARY BELLE CIRCLE RIGHT OF WAY	= 14,384 SQ. FT. OR	0.33 ACRES; MORE OR LESS	
TOTAL	= 314,896 SQ. FT. OR	7.23 ACRES; MORE OR LESS	

MAIL TO:
VILLAGE CLERK
VILLAGE OF BUFFALO GROVE
50 RAUPP BOULEVARD
BUFFALO GROVE, IL 60089

SURVEYORS NOTES:
1. THIS PLAT IS BASED IN PART ON A TITLE COMMITMENT REPORT BY ATTORNEY'S TITLE GUARANTY FUND, INC. DATED SEPTEMBER 5, 2003 AS ORDER NO. 03222300046, BY CHICAGO TITLE INSURANCE COMPANY DATED MARCH 4, 2004 AS ORDER NO. 1401 ST3045582 NWA, BY WHEATLAND TITLE GUARANTY COMPANY DATED OCTOBER 19, 2004 AS ORDER NO. SFH-2004L45715.0 AND BY WHEATLAND TITLE GUARANTY COMPANY DATED SEPTEMBER 24, 2004 AS ORDER NO. NC-2004L4-5716.0.
2. ACCORDING TO OUR INTERPRETATION OF THE FLOOD INSURANCE RATE MAPS THAT COVER THE AREA THE HEREIN DESCRIBED PROPERTY FALLS WITHIN ZONE "X" AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN DETERMINED PER COMMUNITY PANEL NO. 17097 C0262 F WITH AN EFFECTIVE DATE OF SEPTEMBER 3, 1997. (SUBJECT TO MAP INTERPRETATION AND SCALING)
3. NO LOTS SHALL HAVE DIRECT ACCESS TO WEILAND ROAD.
4. BEARINGS ARE FOR ANGULAR REFERENCE ONLY AND ARE NOT RELATED TO TRUE OR MAGNETIC NORTH.
5. UPON COMPLETION OF CONSTRUCTION, IRON PIPES WILL BE SET AT ALL LOT CORNERS AND POINT CHANGES IN ALIGNMENT (UNLESS OTHERWISE NOTED).

GENERAL NOTES:
1. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL POINTS THEREOF.
2. NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENTS.

SHEET INDEX:
PAGE 1 OF 2 - OVERALL BOUNDARY AND LOT DETAIL
PAGE 2 OF 2 - CERTIFICATES

MACKIE CONSULTANTS, LLC
9575 W. HIGGINS RD., SUITE 500, ROSEMONT, IL 60018
847-696-1400 FAX 847-696-1410
ENGINEERS PLANNERS SURVEYORS
ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NUMBER 184-002694

CLIENT:
GLENBROOK PROPERTIES, LLC
20389 WEILAND RD.
PRAIRIE VIEW, IL 60069
PHONE: (847) 724-9477 FAX: (847) 459-9476

DATE	DESCRIPTION OF REVISION	BY
6-08-05	REVISED PER VILLAGE COMMENTS	BG

DESIGNED	DAG
DRAWN	BG
APPROVED	DAG
DATE	6-2-05
SCALE	1" = 40'

FINAL PLAT OF SUBDIVISION
FAIRVIEW ESTATES
BUFFALO GROVE, ILLINOIS

SHEET 1 OF 2
PROJECT NUMBER 1366
FILE 1366/S/PP/PLT-SUB1.PLT
© MACKIE CONSULTANTS, LLC, 2005

Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 351 Raymond.)

2.1.b

FINAL PLAT OF SUBDIVISION
FAIRVIEW ESTATES

BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND BEING A RESUBDIVISION OF LOTS 1, 2, 3 & 4 IN PRAIRIE VIEW ACRES SUBDIVISION, BEING A SUBDIVISION IN THAT PART OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED DECEMBER 9, 1955 AS DOCUMENT NO. 891499, IN LAKE COUNTY, ILLINOIS

RECORDING SPACE

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

WE, MACKIE CONSULTANTS, LLC, AN ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-002694, DO HEREBY CERTIFY THAT THE FOLLOWING DESCRIBED PROPERTY WAS SURVEYED AND SUBDIVIDED BY MACKIE CONSULTANTS LLC UNDER THE SUPERVISION OF DALE A. GRAY, AN ILLINOIS PROFESSIONAL LAND SURVEYOR AND THE PLAT HEREON DRAWN, IS A CORRECT REPRESENTATION OF SAID SURVEY. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.

PARCEL 1:
THE NORTH 130.00 FEET OF THE EAST 60 RODS OF THE NORTH 80 RODS OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CENTERLINE OF THE PUBLIC ROAD, IN LAKE COUNTY, ILLINOIS.

PARCEL 2:
LOTS 1, 2, 3 & 4 IN PRAIRIE VIEW ACRES SUBDIVISION, BEING A SUBDIVISION IN THAT PART OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN LAKE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 9, 1955 AS DOCUMENT NUMBER 891499.

THIS IS ALSO TO CERTIFY THAT UPON COMPLETION OF CONSTRUCTION, CONCRETE MONUMENTS, AS SHOWN, AND IRON PIPES AT ALL LOT CORNERS AND POINT OF CHANGES IN ALIGNMENT WILL BE SET.

THIS IS ALSO TO CERTIFY THAT THE PROPERTY, AS DESCRIBED ON THE ANNEXED PLAT, LIES WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF BUFFALO GROVE, ILLINOIS, WHICH HAS ADOPTED A COMPREHENSIVE PLAN.

THIS IS ALSO TO CERTIFY THAT ACCORDING TO OUR INTERPRETATION OF THE FLOOD INSURANCE RATE MAPS THAT COVER THE AREA, THE HEREIN DESCRIBED PROPERTY FALLS WITHIN ZONE "X" AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN DETERMINED PER COMMUNITY PANEL NO. 17097 C0262 F WITH AN EFFECTIVE DATE OF SEPTEMBER 3, 1997. (SUBJECT TO MAP INTERPRETATION AND SCALING)

GIVEN UNDER MY HAND AND SEAL AT ROSEMONT, ILLINOIS
THIS 16 DAY OF June, A.D. 2005.

MACKIE CONSULTANTS LLC

DALE A. GRAY
ILLINOIS REGISTERED LAND SURVEYOR NO. 035-003057
LICENSE EXPIRES: NOVEMBER 30, 2006

PLAT SUBMITTAL CERTIFICATE

WE, MACKIE CONSULTANTS LLC, ILLINOIS PROFESSIONAL LAND SURVEYING FIRM NO. 184-002694, HEREBY GRANT PERMISSION TO THE CLERK'S OFFICE OF THE VILLAGE OF BUFFALO GROVE TO RECORD THIS PLAT OF SUBDIVISION AND PROVIDE THIS SURVEYOR A RECORDED COPY OF SAME.

DATED THIS 16 DAY OF November, AD 2005.

MACKIE CONSULTANTS LLC

DALE A. GRAY
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003057

LICENSE EXPIRES: NOVEMBER 30, 2006

OWNER'S CERTIFICATE

STATE OF ILLINOIS }
} SS
COUNTY OF LAKE }

THIS IS TO CERTIFY THAT Glenbrook Properties, L.L.C. IS THE OWNER OF THE PROPERTY DESCRIBED ON THE ANNEXED PLAT AND HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND THIS THEREON INDICATED.

THE UNDERSIGNED HEREBY DEDICATED FOR PUBLIC USE THE LANDS SHOWN ON THIS PLAT FOR THOROUGHFARES, STREETS, ALLEYS, AND PUBLIC SERVICES, AND HEREBY ALSO RESERVES FOR THE VILLAGE OF BUFFALO GROVE, AMERITECH, THE NORTHERN ILLINOIS GAS COMPANY, AND THE COMMONWEALTH EDISON COMPANY, THE EASEMENT PROVISIONS WHICH ARE STATED ON THEIR STANDARD FORM WHICH IS ATTACHED HERETO.

WE FURTHER CERTIFY THAT THE PROPERTY DESCRIBED HEREON IS WITHIN:
ELEMENTARY SCHOOL DISTRICT: ADLAI E. STEVENSON DISTRICT 125
HIGH SCHOOL DISTRICT: ADLAI E. STEVENSON DISTRICT 125
JUNIOR COLLEGE DISTRICT: COLLEGE OF LAKE COUNTY

DATED THIS 20th DAY OF June, A.D. 2005.

ATTEST: David A. Brandes

GLENBROOK PROPERTIES, LLC
20389 WEILAND ROAD
PRAIRIE VIEW, ILLINOIS 60069

STATE OF ILLINOIS }
} SS
COUNTY OF LAKE }

I, Karen A. Tanuka, A NOTARY PUBLIC IN AND FOR A SAID COUNTY IN THE STATE AFORESAID, STATE, DOES HEREBY CERTIFY THAT Frank A. Brandes AND David A. Brandes OF Glenbrook Properties, L.L.C. PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE AFORESAID INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND SEVERALLY ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE ANNEXED PLAT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID _____ AND CAUSED THE SEAL OF SAID _____ TO BE AFFIXED THERETO, PURSUANT TO AUTHORITY GIVEN BY THE _____ OF SAID _____ AS THEIR FREE AND VOLUNTARY ACT, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID _____ FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 20th DAY OF June, A.D. 2005.

Karen A. Tanuka
NOTARY PUBLIC

VILLAGE COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT I FIND NO DEFERRED INSTALLMENTS OF OUTSTANDING UNPAID SPECIAL ASSESSMENTS DUE AGAINST THE PROPERTY DESCRIBED IN THE PLAT HEREON DRAWN, BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS, DATED THIS _____ DAY OF _____ A.D. 20___.

JANET M. SIRABIAN VILLAGE COLLECTOR

VILLAGE ENGINEER'S CERTIFICATE

APPROVED BY THE VILLAGE ENGINEER OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS, DATED THIS _____ DAY OF _____ A.D. 20___.

RICHARD K. KUENKLER VILLAGE ENGINEER

CORPORATE AUTHORITY CERTIFICATE

APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS, AT A MEETING HELD THIS _____ DAY OF _____, A.D. 20___.

ELLIOT HARSTEIN VILLAGE PRESIDENT

ATTEST: _____
JANET M. SIRABIAN VILLAGE CLERK

PLAN COMMISSION'S CERTIFICATE

APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS, AT A MEETING HELD THIS _____ DAY OF _____.

ESTER OTTENHEIMER CHAIRMAN

ATTEST: _____
ERIC SMITH SECRETARY

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS }
} SS
COUNTY OF LAKE }

I, _____ COUNTY CLERK OF _____ COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT I FIND NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO UNPAID SPECIAL TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT. I DO FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY OF _____
THIS _____ DAY OF _____, A.D. 19___.

_____
COUNTY CLERK

STATE OF ILLINOIS }
} SS
COUNTY OF LAKE }

THIS PLAT IS HEREBY APPROVED THIS _____ DAY OF _____, A.D. 20___ BY THE COUNTY ENGINEER OF LAKE COUNTY PURSUANT TO CHAPTER 765, ACT 205, SECTION 2 OF THE ILLINOIS COMPILED STATUTES, AS AMENDED, AS TO ROADWAY ACCESS TO COUNTY HIGHWAY #17 ALSO KNOWN AS WEILAND ROAD. DIRECT ACCESS EITHER TO OR FROM COUNTY HIGHWAY #17 SHALL BE RESTRICTED AS SHOWN ON THIS PLAT AND SHALL BE SUBJECT TO THE LAKE COUNTY HIGHWAY ACCESS REGULATION ORDINANCE WHICH REQUIRES, IN PART, THAT APPLICATION BE MADE AND AN ACCESS PERMIT BE OBTAINED FROM THE COUNTY ENGINEER OF LAKE COUNTY PRIOR TO ACCESS INSTALLATION.

_____
COUNTY ENGINEER

EASEMENT PROVISIONS

AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATIONS SERVICE IS HEREBY GRANTED TO

COMMONWEALTH EDISON COMPANY

AND

AMERITECH GRANTEES,

THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, TO INSTALL, OPERATE, MAINTAIN AND REMOVE, FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND SOUNDS AND SIGNALS IN, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF LOTS 1 AND 2, EXCEPT THEREFROM THOSE PARTS FALLING WITHIN THE BUILDING FOUNDATIONS, AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS UNDER THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON; THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN; AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS WILL NOT BE PLACED OVER GRANTEES' FACILITIES IN, UPON OR OVER THE PROPERTY WITHIN THE _____ EASEMENT WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY WILL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO NORTHERN ILLINOIS GAS COMPANY, ITS SUCCESSORS AND ASSIGNS, IN ALL PLATED EASEMENT AREAS, STREETS, ALLEYS, OTHER PUBLIC WAYS AND PLACES SHOWN ON THIS PLAT, SAID EASEMENT TO BE FOR THE INSTALLATION, MAINTENANCE, RELOCATION, RENEWAL AND REMOVAL OF GAS MAINS AND APPURTENANCES FOR THE PURPOSE OF SERVING ALL AREAS SHOWN ON THIS PLAT AS WELL AS OTHER PROPERTY, WHETHER OR NOT CONTIGUOUS THERETO, NO BUILDINGS OR OTHER STRUCTURES WILL BE CONSTRUCTED OR ERECTED IN ANY SUCH "EASEMENT" AREAS, STREETS, ALLEYS, OR OTHER PUBLIC WAYS OR PLACES NOR WILL ANY OTHER USE BE MADE THEREOF WHICH WILL INTERFERE WITH THE EASEMENTS RESERVED AND GRANTED HEREBY.

EASEMENTS APPROVED AND ACCEPTED

ACCEPTED: _____ DATE: 16 June 05
AMERITECH

ACCEPTED: _____ DATE: _____
COMMONWEALTH EDISON COMPANY

ACCEPTED: _____ DATE: 6-17-05
NORTHERN ILLINOIS GAS COMPANY

ELECTRIC SOUNDS & SIGNALS EASEMENTS

AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC SOUNDS AND SIGNALS AND COMMUNICATIONS SERVICE IS HEREBY RESERVED FOR AND GRANTED TO

VILLAGE OF BUFFALO GROVE

ITS SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE, MAINTAIN AND REMOVE, FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, SOUNDS AND SIGNALS, INCLUDING, BUT NOT LIMITED TO, TELEVISION, DATA AND RADIO SIGNALS, AN COMMUNICATIONS IN, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF LOTS 1 AND 2, EXCEPT THEREFROM THOSE PARTS FALLING WITHIN THE BUILDING FOUNDATIONS, AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS UNDER THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVE, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED WITHIN THE _____ EASEMENT WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

GENERAL VILLAGE EASEMENT PROVISIONS

AN EASEMENT FOR PURPOSES INCLUDING, BUT NOT LIMITED TO, WATER SUPPLY AND DISTRIBUTION, SEWERAGE, STORM SEWER AND DRAINAGE, AND STREET LIGHTING, IS HEREBY RESERVED FOR AND GRANTED TO

VILLAGE OF BUFFALO GROVE,

ITS SUCCESSORS AND ASSIGNS TO INSTALL, OPERATE, MAINTAIN, AND REMOVE, FROM TIME TO TIME, FACILITIES USED FOR PURPOSES INCLUDING, BUT NOT LIMITED TO, WATER SUPPLY AND DISTRIBUTION, SEWERAGE, STORM SEWER AND DRAINAGE, AND STREET LIGHTING IN, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF LOTS 1 AND 2 EXCEPT THEREFROM THOSE PARTS FALLING WITHIN THE BUILDING FOUNDATIONS, ALSO GRANTED HEREWITH IS THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE REASONABLE REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEE'S FACILITIES IN, UPON OR OVER THE PROPERTY WITHIN THE EASEMENTS WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

PUBLIC ACCESS EASEMENT

A PERMANENT EASEMENT SHOWN BY DASHED LINES ON THE PLAT AND LABELED "PUBLIC ACCESS EASEMENT" IS HEREBY GRANTED FOR THE PURPOSE OF PEDESTRIAN AND BICYCLE ACCESS TO, FROM AND OVER LOT 2 IN THIS SUBDIVISION FOR THE USE AND BENEFIT OF THE PUBLIC, OWNERS AND OCCUPANTS.

SHEET INDEX:
PAGE 1 OF 2 - OVERALL BOUNDARY AND LOT DETAIL
PAGE 2 OF 2 - CERTIFICATES

MACKIE CONSULTANTS, LLC
9575 W. HIGGINS RD., SUITE 500, ROSEMONT, IL 60018
847-696-1400 FAX 847-696-1410
ENGINEERS PLANNERS SURVEYORS
ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NUMBER 184-002694

CLIENT:
GLENBROOK PROPERTIES, LLC
20389 WEILAND RD.
PRAIRIE VIEW, IL 60069
PHONE: (847) 724-9477 FAX: (847) 459-9476

DATE	DESCRIPTION OF REVISION	BY
6-08-05	REVISED PER VILLAGE COMMENTS	BG

DESIGNED	DAG
DRAWN	BG
APPROVED	DAG
DATE	6-2-05
SCALE	N/A

FINAL PLAT OF SUBDIVISION
FAIRVIEW ESTATES
BUFFALO GROVE, ILLINOIS

SHEET 2 OF 2
PROJECT NUMBER: 1386
FILE: 1386/S/P/F/PLT-SUB2.PLT
© MACKIE CONSULTANTS, LLC, 2005

Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 561 Raymond.)

Packet Pg. 30

5816773

5/2/2005

FILED FOR RECORD BY:
MARY ELLEN VANDERVENTER
LAKE COUNTY, IL RECORDER
07/14/2005 - 11:34:46 A.M.
RECEIPT #: 233776
DRAWER #: 29

ORDINANCE NO. 2005 - 24

AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT FOR

Glenbrook Properties
Fairview Estates
East side of Weiland Road south of Pauline Avenue

WHEREAS, the Village of Buffalo Grove is a Home Rule Unit by virtue of the Illinois Constitution of 1970; and,

WHEREAS, there has heretofore been submitted to the Corporate Authorities of the Village of Buffalo Grove a petition to annex the property legally described in Exhibit A hereto; and,

WHEREAS, there has been submitted to the Corporate Authorities of the Village of Buffalo Grove an Annexation Agreement; and,

WHEREAS, proper and due notice of the public hearing concerning said Annexation Agreement and zoning have been given and the public hearing was held; and,

WHEREAS, it is determined to be in the best interest of the Village of Buffalo Grove to approve said Annexation Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS:

Section 1. The Annexation Agreement, a copy of which is attached hereto and made a part hereof as Exhibit A, is approved.

Section 2. The President and Clerk of the Village are hereby authorized to execute said Agreement on behalf of the Village of Buffalo Grove.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval. This Ordinance shall not be codified.

Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

AYES: 6 – Braiman, Glover, Berman, Kahn, Trilling, Rubin

NAYES: 0 – None

ABSENT: 0 – None

PASSED: May 2, 2005

APPROVED: May 2, 2005

ATTEST:

Janet M. Svabian
Village Clerk

APPROVED:

ELLIOTT HARTSTEIN, Village President

This document was prepared by:

Robert E. Pfeil, Village Planner,
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL 60089

Mail to:

Village Clerk
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL 60089

Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

After recording mail to:

Village Clerk
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL 60089

5/2/2005

ANNEXATION AGREEMENT

Glenbrook Properties
Fairview Estates
East side of Weiland Road south of Pauline Avenue

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Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

5/2/2005

ANNEXATION AGREEMENT

Fairview Estates/Glenbrook Properties
East side of Weiland Road south of Pauline Avenue

This agreement (hereinafter referred to as the "Agreement") made and entered into this 2nd day of May, 2005, by and between the VILLAGE OF BUFFALO GROVE (hereinafter referred to as "Village") by and through the President and Board of Trustees of the Village (hereinafter collectively referred to as the "Corporate Authorities") and Glenbrook Properties, LLC (hereinafter referred to as "Owner") and Glenbrook Properties, LLC (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS, the Village of Buffalo Grove is a Home Rule Unit by virtue of the provisions of the Constitution of the State of Illinois of 1970; and,

WHEREAS, Owner is the owner of a certain tract of property (hereinafter referred to as the "Property") comprising 7.07 acres legally described and identified in the Legal Description, attached hereto as EXHIBIT A and made a part hereof, and which real estate is contiguous to the corporate limits of the Village; and,

WHEREAS, a Plat of Annexation, including certain street right-of-way adjacent to the Property, is attached hereto as Exhibit B, which depicts a total area of 7.845 acres to be annexed; and,

WHEREAS, Developer desires and proposes pursuant to the provisions and regulations applicable to the R-5 District with a Residential Planned Unit Development of the Village Zoning Ordinance to develop the Property in accordance with and pursuant to a certain Preliminary Plan

Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

prepared by Groundwork, Ltd. and dated as last revised January 24, 2005, and also a certain Preliminary Engineering Plan prepared by Groundwork, Ltd. and dated as last revised January 24, 2005, (hereinafter jointly referred to as "Preliminary Plan") a copy of which Preliminary Plan is attached hereto as Exhibits D, E and E-1 and incorporated herein, and subject to all other exhibits attached hereto or incorporated by reference herein. Said development of the Property shall consist of 26 single-family detached dwelling units.

WHEREAS, pursuant to the provisions of Section 5/11-15.1-1 *et seq.*, of the Illinois Municipal Code (65 ILCS 5/11-15.1-1 *et seq.*) and as the same may have been modified by the Village's Home Rule powers, a proposed Annexation Agreement was submitted to the Corporate Authorities and a public hearing was held thereon pursuant to notice as provided by Statute; and,

WHEREAS, pursuant to due notice and advertisement, the Plan Commission of the Village has held a public hearing and made its recommendations with respect to the requested zoning classification in the R-5 District with a Residential Planned Unit Development and variations of the Village Development Ordinance and Zoning Ordinance; and,

WHEREAS, the President and Board of Trustees after due and careful consideration have concluded that the annexation of the Property to the Village and its zoning and development on the terms and conditions herein set forth would further enable the Village to control the development of the area and would serve the best interests of the Village.

NOW, THEREFORE, in consideration of the premises, mutual covenants and agreements herein set forth, the parties hereto agree as follows:

Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

1. Applicable Law. This Agreement is made pursuant to and in accordance with the provisions of Section 5/11-15.1-1 *et seq.*, of the Illinois Municipal Code (65 ILCS 5/11-15.1-1 *et seq.*) and as the same may have been modified by the Village's Home Rule powers. The preceding whereas clauses are hereby made a part of this Agreement.

2. Agreement: Compliance and Validity. The Owner has filed with the Village Clerk of the Village a proper petition pursuant to and in accordance with the provisions of Section 5/7-1-8 of the Illinois Municipal Code (65 ILCS 5/7-1-8) and as the same may have been modified by the Village's Home Rule powers, conditioned on the execution of this Agreement and the compliance with the terms and provisions contained herein, to annex the Property to the Village. It is understood and agreed that this Agreement in its entirety, together with the aforesaid petition for annexation, shall be null, void and of no force and effect unless the Property is validly annexed to the Village and is validly zoned and classified in the R-5 District with a Residential Planned Unit Development, all as contemplated in this Agreement.

Except as set forth in Paragraph 28.a) hereof, no portion of the premises shall be disconnected from the Village without the prior written consent of its Corporate Authorities.

3. Enactment of Annexation Ordinance. The Corporate Authorities, within twenty-one (21) days of the execution of this Agreement by the Village, will enact an ordinance (hereinafter referred to as the "Annexation Ordinance") annexing the Property to the Village. Said Annexation Ordinance shall be recorded at the Lake County Recorder's Office along with the Plat of Annexation (attached hereto as Exhibit B).

4. Enactment of Zoning Ordinance. Within twenty-one (21) days after the passage of the Annexation Ordinance, the Corporate Authorities shall enact an ordinance zoning the Property in

Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

the R-5 District with a Residential Planned Unit Development subject to the restrictions further contained herein and all applicable ordinances of the Village of Buffalo Grove as amended from time to time. Said zoning shall be further conditioned on the development of the Property in accordance with the Preliminary Plan (Exhibits D, E and E-1) and other exhibits attached hereto or incorporated by reference herein.

5. Approval of Plans. The Corporate Authorities hereby approve the Preliminary Plan (Exhibits D, E and E-1) pursuant to the provisions of the Development Ordinance. The Corporate Authorities agree to approve a Development Plan (including a plat of subdivision) based on final versions of the plans and drawings of the development of the Property as submitted by the Owner or Developer provided that the Development Plan shall:

a) conform to the approved Preliminary Plan, and

b) conform to the terms of this Agreement and all applicable Village Ordinances as amended from time to time; and

c) conform to the approved Development Improvement Agreement as amended from time to time.

6. Compliance with Applicable Ordinances. The Owner and Developer agree to comply with all ordinances of the Village of Buffalo Grove as amended from time to time in the development of the Property, provided that all new ordinances, amendments, rules and regulations relating to zoning, building and subdivision of land adopted after the date of this Agreement shall not be arbitrarily or discriminatorily applied to the Property but shall be equally applicable to all property similarly zoned and situated to the extent possible. Developer, in the development of the Property, shall comply with the standards set forth in the Village of Buffalo Grove Development Ordinance as amended from time to time. Notwithstanding the foregoing, the Village shall not apply new

Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

ordinances or regulations to the Property to the extent that the ordinances or regulations would prevent development of the Preliminary Plan approved herein.

7. Amendment of Plan. If the Developer desires to make changes to to the Preliminary Plan, as herein approved, the parties agree that such changes to the Preliminary Plan will require, if the Village so determines, the submission of amended plats or plans, together with proper supporting documentation, to the Plan Commission and/or the Corporate Authorities to consider such changes to the Preliminary Plan. The Corporate Authorities may, in their sole discretion, require additional public hearings and may review the commitments of record contained in this Agreement, including, but not limited to fees, prior to final consideration of any change to the Preliminary Plan. The Village Manager is hereby authorized to approve such minor changes as he deems appropriate, provided that no such changes:

a) involves a reduction of the area set aside for common open space

b) increases by more than two percent (2%) the total ground area covered by buildings

8. Building Permit Fees. The building permit fees may be increased from time to time so long as said permit fees are applied consistently to all other developments in the Village to the extent possible. In the event a conflict arises between the Owner or Developer and the Village on any engineering and technical matters subject to this Agreement, the Village reserves the right to pass along any and all additional expenses incurred by the use of consultants in the review and inspection of the development from time to time. Owner or Developer shall pay any non-discriminatory new or additional fees hereinafter charged by the Village to owners and developers of

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properties within the Village.

9. Water Provision. The Developer shall be permitted and agrees to tap on to the Village water system at points recommended by the Village Engineer which points to the extent shown on Exhibit E-1 are hereby approved by the Village. It is understood, however, that changes to the Preliminary Engineering Plan may be required at the time of Final Engineering. The Developer further agrees to pay to the Village such fees in accordance with the applicable Village Ordinances at the time of the issuance of the water and sewer permits. The Developer agrees to accept any increase in water rates and tap on fees provided such rates and fees apply consistently to all other similar users in the Village to the extent possible. Following such tap on, the Village agrees to provide to the best of its ability and in a non-discriminatory manner water service to all users on the Property in accordance with the Preliminary Plan. Watermains serving the Property and those approved as part of the development shall be installed by the Developer and, except for service connections to the buildings shall, upon installation and acceptance by the Village through formal acceptance action by the Corporate Authorities, be dedicated to the Village and become a part of the Village water system maintained by the Village.

10. Storm and Sanitary Sewer Provisions.

a) The Corporate Authorities agree to cooperate with the Developer and to use their best efforts to aid Developer in obtaining such permits from governmental agencies having jurisdiction as may be necessary to authorize connection from the proposed development to the Lake County Department of Public Works for the collection of sewage and to the Lake County Division of Transportation as may be appropriate. The Developer shall construct on-site and off-site sanitary

Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

sewers as may be necessary to service the Property, in accordance with Exhibit E-1. It is understood, however, that changes to the Preliminary Engineering Plan may be required at the time of Final Engineering. Upon installation and acceptance by the Village through formal acceptance action by the Corporate Authorities, the Corporate Authorities agree to operate and maintain such systems, except for sanitary sewer service connections. The Developer agrees to accept any increase in sewer rates and tap on fees, provided that such fees and rates are applied consistently to all similar users in the Village to the extent possible.

b) The Developer shall also construct any storm sewers which may be necessary to service the Property, in accordance with Exhibit E-1. It is understood, however, that changes to the Preliminary Engineering Plan may be required at the time of Final Engineering. Upon installation and acceptance by the Village through formal acceptance action by the Corporate Authorities, the Corporate Authorities agree to operate and maintain that portion of the storm sewer system which serves multiple properties. The Developer agrees to operate and maintain that portion of the storm sewer system located on the subject Property and not dedicated.

11. Drainage Provisions. The Developer shall fully comply with any request of the Village Engineer related to the placement of buildings on lots, to preserve drainage standards. The Developer shall install any storm sewers and/or inlets which are required to eliminate standing water or conditions of excess sogginess which may, in the opinion of the Village Engineer, be detrimental to the growth and maintenance of lawn grasses.

12. Security for Public and Private Site Improvements. Security for public and private site improvements shall be provided in accordance with the Development Ordinance, and the

Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

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Development Improvement Agreement (Exhibit C) as amended from time to time. The letter of credit issued for such improvements shall be drawn on a financial institution of net worth reasonably satisfactory to the Village Attorney. The issuer may have an equitable or lending interest in the Property provided that the letter of credit, either by its own terms or by separate written assurances of the issuer, shall be honored irrespective of that interest. The Village shall have the right to draw up to the full amount of the letter of credit in order to complete, and have formal acceptance of, all improvements secured by the letter of credit.

13. Right of Way Dedication. The Owner and Developer acknowledge that it is the intention of the Village and other involved agencies that at some time in the future Weiland Road and Pauline Avenue will be widened, including intersection improvements. At the request of the Village, but no later than upon approval of the first plat of subdivision of any portion of the Property, Owner agrees to dedicate additional right-of-way along Weiland Road to provide a right-of-way of 65 feet from the center line, along Pauline Avenue to provide a right-of-way of 40 feet from the centerline and the appropriate right-of-way radius at the intersection of Weiland Road and Pauline Avenue.

14. Exhibits. The following Exhibits, some of which were presented in testimony given by the Owner and Developer or the witnesses during the hearings held before the Plan Commission and the Corporate Authorities prior to the execution of this Agreement, are hereby incorporated by reference herein, made a part hereof and designated as shown below.

EXHIBIT A Legal Description

EXHIBIT B Plat of Annexation dated May 2, 2005

Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

EXHIBIT C	Development Improvement Agreement
EXHIBIT D	Preliminary Plan dated January 24, 2005 by Groundwork, Ltd
EXHIBIT E, E-1	Preliminary Engineering Plan dated January 24, 2005 (Preliminary Site Grading Plan and Preliminary Civil Engineering Plan) by Groundwork, Ltd
EXHIBIT F	Tree Survey Inventory dated December 6, 2004 by Pugsley & LaHaie, Ltd.
EXHIBIT G	Tree Survey dated January 21, 2005 by Christopher B. Burke Engineering, Ltd.
EXHIBIT H	Preliminary Landscape Plan (Sheets 1 and 2) dated as last revised January 31, 2005 by Pugsley & LaHaie Ltd.
EXHIBIT I	Fence Depiction and Preliminary Elevation (2 sheets) dated January 24, 2005 by Groundwork, Ltd.
EXHIBIT J	Site and Zoning Information sheet dated January 24, 2005 by Groundwork, Ltd.
EXHIBIT K	Traffic Analysis dated November 9, 2004 and update letter dated January 31, 2005 by Kenig, Lindgren, O'Hara, Aboona, Inc.
EXBHIBIT L	Building Elevations (blackline drawings, 8 sheets, 11x17-inch) dated as last revised February 23, 2005 by Groundwork, Ltd.
EXHIBIT M	Building Elevations – Color Palettes 1 through 6 dated January 24, 2005 (6 sheets, 8 ½ by 11-inch) by Groundwork, Ltd.

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EXHIBIT N	Building Floor Plans – Villa A, B, C and C-2 (4 sheets, 11x17-inch) dated January 24, 2005 by Groundwork, Ltd.
EXHIBIT O	Preliminary Exterior Building Materials List - Color Palettes 1 through 6 dated January 24, 2005 (6 sheets, 8 ½ x 11-inch) by Groundwork, Ltd.
EXHIBIT P	Intersection Design Study dated April 5, 2005 by KLOA, Inc. concerning improvements to Weiland Road and Pauline Avenue
EXHIBIT Q	Gazebo design (2 sheets) dated March 9 and 17, 2005
EXHIBIT R	Scope of cost sharing items concerning improvements to Weiland Road and Pauline Avenue

15. Annexation Fee. Developer agrees to pay an annexation fee of $700.00 per dwelling unit, which fee shall be payable pro rata at issuance of building permits. This fee, however, shall be paid in full prior to the expiration of this Agreement.

16. Building, Landscaping and Aesthetics Plans. Developer will submit final plans concerning building appearance and landscaping at the time of application for the first building permit for the Property. Portions of the Property not under construction or completed shall be maintained in a neat and orderly fashion as determined by the Village Manager.

Prior to approval of the first plat of subdivision for the Property, the Developer shall submit three new exterior building elevations, floor plans and building materials list in addition to the six elevations, floor plans and materials depicted in Exhibits L, M, N and O this Agreement. All elevations, floor plans and building materials, including the three additional building elevations and plans and the building elevations and plans depicted in Exhibits L, M, N and O of this Agreement

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are subject to review and approval by the Village.

17. Declaration of Covenants, Conditions and Restrictions. The Property shall be subject to a declaration of covenants, conditions and restrictions ("Declaration") which shall include but not by way of limitation a provision whereby the Village shall have the right, but not the obligation, to enforce covenants or obligations of the Owner, Developer or association and/or owners of the units of the Property as defined and provided with the Declaration, and further shall have the right, upon thirty (30) days prior written notice specifying the nature of a default, to enter upon the Property and cure such default, or cause the same to be cured at the cost and expense of the Owner, Developer or association of the Property. The Village shall also have the right to charge or place a lien upon the Property for repayment of such costs and expenses, including reasonable attorneys' fees in enforcing such obligations.

The Declaration shall include, but not by way of limitation, covenants and obligations to own and maintain the stormwater retention pond and drainage system, the gazebo, the recreation area and the bikepaths located on the Property as depicted on Exhibits D, E and E-1. The Declaration shall also include the obligation that the association shall provide snow removal for private driveways and public sidewalks and shall store excess snow in appropriate off-street locations, and shall not in any way impede the Village's snow removal operations on public streets.

Any request for a deck in excess of twenty percent (20%) of the rear yard area must receive approval by the Association before any application to the Village.

The Declaration shall also provide that the Property shall be used and developed in accordance with Village ordinances, codes and regulations applicable thereto, including ordinance(s) enacted pursuant to this Agreement. The Declaration shall be submitted to the Village for review

Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

and approval, and shall further provide that the provisions relative to the foregoing requirements may not be amended without the prior approval of the Village.

18. Project Models. The Village agrees to permit the Developer to construct and maintain one model area on the Property, consisting of a maximum of one building, with suitable off-street parking areas, all subject to Village approval. Such construction shall be in compliance with the provisions of the Village's Building Code in effect at the time of building permit issuance. The Developer may use models only for marketing the Property. Such use shall be discontinued when development of the Property as approved herein has been completed.

19. Park District Donations. Developer agrees to comply with the provisions of Title 19 of the Buffalo Grove Municipal Code as amended from time to time regarding park donations. Developer agrees to make cash contributions to the Village for conveyance to the Buffalo Grove Park District to fulfill the obligation of the Property concerning park donations.

20. School District Donations. Developer agrees to comply with the provisions of Title 19 of the Buffalo Grove Municipal Code as amended from time to time regarding school donations. Developer agrees to make cash contributions to the Village for conveyance to School Districts 102 and 125 according to the criteria of said Title.

21. Library District Donations. Developer agree to comply with the provisions of Title 19 of the Buffalo Grove Municipal Code as amended from time to time regarding library donations.

22. Conditions Concerning Parks, School and Library Donations. It is understood and agreed that rooms in the residential units labeled as dens, lofts, studies or libraries on the floor plans will be counted as bedrooms for the purposes of calculating park, school and library donations, if, in the judgement of the Village, said rooms can be used as bedrooms. It is understood and agreed that

Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

the per acre land value used to compute said cash contributions may be increased from time to time, and cash contributions made at the time of building permit issuance shall be based on the land value in effect at the time of permit issuance.

23. Facilitation of Development. Time is of the essence of this Agreement, and all parties will make every reasonable effort to expedite the subject matters hereof. It is further understood and agreed that the successful consummation of this Agreement and the development of the Property is in the best interests of all the parties and requires their continued cooperation. The Owner and Developer do hereby evidence their intention to fully comply with all Village requirements, their willingness to discuss any matters of mutual interest that may arise, and their willingness to assist the Village to the fullest extent possible. The Village does hereby evidence its intent to cooperate in the resolution of mutual problems and its willingness to facilitate the development of the Property, as contemplated by the provisions of this Agreement.

24. Enforceability of the Agreement. This Agreement shall be enforceable in any court of competent jurisdiction by any of the parties or by an appropriate action at law or in equity to secure the performance of the covenants herein described. If any provision of this Agreement is held invalid, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the other provisions contained herein.

25. Term of Agreement. This Agreement is binding upon the Property, the parties hereto and their respective grantees, successors and assigns for a term of twenty (20) years from the date of this Agreement. This Agreement shall not be assigned without prior written consent of the Village. This Agreement may be amended by the Village and the owner of record of a portion of the Property as to the provisions applying thereto, without the consent of the owners of other portions of the

Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

Property.

26. Corporate Capacities. The parties acknowledge and agree that the individuals that are members of the group constituting the Corporate Authorities are entering into this Agreement in their official capacities as members of such group and shall have no personal liability in their individual capacities.

27. Notices. Any notice required pursuant to the provisions of this Agreement shall be in writing and be sent by certified mail to the following addresses until notice of change of address is given and shall be deemed received on the fifth business day following deposit in the U.S. Mail.

If to Owner: Terry Barnett
Glenbrook Properties, LLC
20389 N. Weiland Road
Prairie View, IL 60069

Copy to: Mr. George Maurides, Esq.
George Maurides & Assoc.
2 North La Salle Street, Suite 1800
Chicago, IL 60602

If to Village: Village Clerk
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL 60089

Copy to: William G. Raysa, Esq.
Raysa & Zimmermann, LLC
22 S. Washington Ave
Park Ridge, IL 60068

28. Default.

a) In the event Owner or Developer default in performance of their obligations set forth in this Agreement, then the Village may, upon notice to Owner or Developer, allow Owner

Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

or Developer sixty (60) days to cure default or provide evidence to the Village that such default will be cured in a timely manner if it cannot be cured during said period. If Owner or Developer fail to cure such default or provide such evidence as provided above, then, with notice to Owner or Developer, the Village may begin proceedings to disconnect from the Village any portion of the Property upon which obligations or development have not been completed or at the option of the Village, to rezone such Property to the Residential Estate District. In such event, this Agreement shall be considered to be the petition of the Owner or Developer to disconnect such portion of the Property, or at the option of the Village, to rezone such Property to the Residential Estate District

b) In addition to sub-paragraph a) hereof, it is recognized by the parties hereto that there are obligations and commitments set forth herein which are to be performed and provided by the Developer not by the Owner. The Village agrees that the Owner as such is exculpated from any personal liability or obligation to perform the commitments and obligations set forth herein and that the Village will look solely to the Developer or approved assignee for such performance, except that to the extent that the Owner or successor thereto shall become a developer or shall designate or contract with a developer other than Glenbrook Properties, LLC . In that case, the Owner or the new designee shall be subject to the liabilities, commitments and obligations of this Agreement. In the event the Developer defaults in its obligations created under this Agreement, the Village may enforce such obligations against the Property Owner.

29. Litigation.

a) The Owner and Developer, at their cost, shall be responsible for any litigation which may arise relating to the annexation, zoning and development of the Property. Owner and Developer shall cooperate with the Village in said litigation but Owner/Developer's counsel will

Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

have principal responsibility for such litigation.

b) The Owner and Developer shall reimburse the Village for reasonable attorneys' fees, expenses and costs incurred by the Village resulting from litigation relating to the annexation, zoning and development of the Property or in the enforcement of any of the terms of this Annexation Agreement upon a default by the then current Owner or then current Developer.

c) Owner and Developer hereby indemnify and hold the Village harmless from any actions or causes of action which may arise as a result of development activities for which the Owner or Developer is responsible.

30. Special Conditions.

a) Variations – The following variations are hereby granted as depicted on Exhibits D, E and E-1.

(1) Zoning Ordinance

(a) Section 17.28.050.E.4.b. – To allow a perimeter boundary setback of 25 feet instead of 35 feet for buildings #1, #12 and #26.

(b) Section 17.40.020.B. – To allow a corner side yard of 12 feet instead of 25 feet for buildings #19 and #21.

(2) Development Ordinance

(a) Section 16.50.040.C.4. – Concerning the design of the stormwater retention facility (pond): to allow a side slope of greater than 5:1 to create terracing, and to waive the requirement for a 12-foot wide flat area 18 inches above the high-water line around the perimeter of the pond and to allow a minimum pond depth of less than 15 feet;

(b) Section 16.50.070.D.2 – To allow a cul-de-sac right-of-way radius of 55 feet instead of 60 feet;

Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

(c) Section 16.50.120.I.1.e – To allow parkway trees to be located in front yard areas instead of the parkway adjacent to the cul-de-sac.

b) Tree protection and landscaping – Developer shall obtain approval of the Village Forester prior to any site grading or removal or relocation of trees on the Property. A final landscaping plan shall be submitted for review and approval by the Village Forester prior to application for a building permit. The Developer shall pay cash pursuant to Section 16.50.120.C.6 of the Village Development Ordinance for the value of trees that are removed and not replanted on the Property. The Village shall designate, in its sole discretion, the trees that are subject to said cash payment and the amount of said payment to be paid by the Developer.

c) Well and septic facilities – All water wells and septic sewer facilities on the Property shall be properly sealed or pumped and filled as required by the Illinois Department of Public Health and as approved by the Village Health Officer. Any underground tanks shall be removed as permitted and approved by the Illinois State Fire Marshal. Said sealing and removing of wells, septic facilities and underground tanks shall be completed on a schedule as directed by the Village.

d) Removal of buildings – All buildings, structures, vehicles and other materials on the Property shall be removed prior to any development, except that the Owner/Developer shall be allowed to continue to occupy and use the building (labeled as "metal industrial steel frame" on the plat of survey dated October 21, 2004) on the east half of Lot 4, known as 20389 N. Weiland Road for a period of ninety (90) days from the date of recording of the first plat of subdivision for any portion of the Property. Notwithstanding the foregoing, if the Village determines, in the period prior to development, that structures or other objects need to be removed from the Property to prevent health or nuisance problems, Developer shall comply pursuant to the Village's direction.

Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

e) Environmental assurances – Developer shall provide documentation, in a form acceptable to the Village, concerning compliance with state and federal regulations pertaining to environmental assessment and site remediation prior to approval of a plat of subdivision by the Village for any portion of the Property.

f) Construction access – Access to the Property for construction vehicles, (including construction workers' personal vehicles), delivery vehicles and materialmen vehicles ("construction traffic"), shall be via Weiland Road. Said construction access on Weiland Road shall be located on Lot 4 (southern most parcel) of the Property and in compliance with Lake County Division of Transportation access permit requirements. Developer shall install signs as directed by the Village to regulate construction traffic.

The Developer shall be allowed to use the segment of Pauline Avenue west of the proposed residential street to be constructed on the Property for construction traffic after Pauline Avenue is widened to a two-way section as required by this Agreement. Developer shall inform all contractors and materialmen involved in development of the Property that construction traffic and equipment is not allowed to use Pauline Avenue east of the proposed residential street for access to the Property. The Developer shall ensure that construction traffic and equipment and the personal vehicles of workers involved in the development of the Property are not parked on adjacent properties or any residential streets adjacent to the Property.

g) Real estate transfer tax – It is understood and agreed that the Village of Buffalo Grove levies a real estate transfer tax on all conveyances of real property in the Village. The Property shall be considered to be in the Village upon passage of the annexation ordinance by the Corporate Authorities.

Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

h) Addresses – It is understood and agreed that upon annexation the Village will issue new street address(es) for building(s) on the Property to ensure proper identification for provision of services, and Owner and Developer shall use said Village address(es) in place of current address(es) assigned by Lake County. Owner or Developer is also required to contact the Buffalo Grove Post Office and submit a change of address(es) requesting use of the address(es) as assigned by the Village.

i) Fire District Reimbursement – Owner shall deposit with the Village the amount necessary to reimburse the Village for any real estate tax payments made or to be made by the Village to the Long Grove Fire Protection District concerning the Property pursuant to Section 705/20 of the Illinois Fire Protection Act (70 ILCS 705/20). Said deposit, as determined by the Village, shall be made by the Owner within sixty (60) days of the date of this Agreement.

j) Security Interest Affecting Title – Owner represents and warrants that the only mortgagee, lien holder or holder of any security interest affecting title to the Property or any part thereof is First Midwest Bank. First Midwest Bank by its written approval of this Agreement acknowledges that this Agreement is superior to its security interest in the Property.

k) Road improvements – The Developer shall be responsible for constructing the roadway and traffic signal improvements to the Weiland Road and Pauline Avenue intersection as shown in the Intersection Design Study ("IDS"), as approved by the Lake County Division of Transportation and attached hereto and made a part hereof as Exhibit P.

In as much as the improvements to Weiland Road and Pauline Avenue include a public benefit, the Village shall share 50 percent of said costs with the Developer, up to a maximum payment of $208,000.00 by the Village. Allowable costs (as set forth in Exhibit R attached hereto)

Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

shall include: the Intersection Design Study (IDS); design engineering up to eight (8) percent of intersection costs; construction engineering up to twelve (12) percent of intersection costs; and physical intersection construction.

The Village Engineer shall monitor and observe subcontractor bidding for all work concerning the Weiland Road/Pauline Avenue intersection improvements (excluding minimum Development Ordinance requirements) and shall make a determination of fair and competitive pricing. All fair and competitive costs shall be approved by the Village Engineer.

The Village's share of said roadway improvement costs shall be provided as credits to the Developer at the time of issuance of building permits, up to a maximum of $208,000.00. Eligible fees subject to credits shall include: Building permit fees, water tap-on fees, sewer tap-on fees, water system capital improvement fees, and a portion of the engineering review and inspection fee.

l) Signs – Any signs proposed for the Property are subject to the provisions of the Village Sign Code and are not approved by this Agreement.

m) Fencing – No fencing is allowed on the Property other than the perimeter fencing depicted on Exhibits D, H and I. Privacy screening for patios and decks shall be allowed pursuant to the Village Fence Code.

n) Bikepath access easement – Owner shall provide a public access easement on the final plat of subdivision for the bikepaths depicted on Exhibit D.

Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

IN WITNESS WHEREOF, the Corporate Authorities, Owner and Developer have caused this instrument to be executed by their respective proper officials duly authorized to execute the same on the day and the year first above written.

VILLAGE OF BUFFALO GROVE

By _____
ELLIOTT HARTSTEIN, Village President

ATTEST:

By _____
VILLAGE CLERK

OWNER: Glenbrook Properties, LLC

By _____ member

DEVELOPER: Glenbrook Properties, LLC

By _____ member

FIRST MIDWEST BANK

By _____ V.P.

This document prepared by: Robert E. Pfeil, Village Planner & William G. Raysa, Village Attorney
50 Raupp Boulevard
Buffalo Grove, IL 60089

Mail to:
Village Clerk
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL 60089

Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

EXHIBIT A

Glenbrook Properties/Fairview Estates
East side of Weiland Road south of Pauline Avenue

Parcel 1: The north 130.0 feet of the east 60 rods of the north 80 rods of the west half of the southeast quarter of Section 33, Township 43, North, Range 11 East of the Third Principal Meridian, lying east of the centerline of the public road, in Lake County, Illinois; and

Parcel 2: Lots 1, 2, 3, & 4 in Prairie View Acres Subdivision, being a subdivision in that part of the southeast quarter of Section 33, Township 43 North, Range 11 east of the Third Principal Meridian in Lake County, Illinois according to the plat thereof recorded December 9, 1955 as Document Number 891499 in Book 1405 of Records, Page 196 in Lake County, Illinois.

PIN 15-33-400-001
PIN 15-33-402-018
PIN 15-33-402-019
PIN 15-33-402-020
PIN 15-33-402-021

Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

VILLAGE OF BUFFALO GROVE

Fifty Raupp Blvd.
Buffalo Grove, IL 60089-2100
Phone 847-459-2500
Fax 847-459-0332

STATE OF ILLINOIS)
COUNTIES OF LAKE AND COOK)

I, JANET M. SIRABIAN, hereby certify that I am the duly elected, qualified and acting Village Clerk of the Village of Buffalo Grove, Counties of Cook and Lake, Illinois, and the keeper of its seal and records.

I hereby further certify that the attached is the original copy of documents in my custody. Attachments of Exhibits C-Q are not included with this document.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Buffalo Grove aforesaid, at the Village, in the County and State aforesaid, this 14th day of July, 2005.

Janet M Sirabian
Village Clerk

By Jane L Olson
Deputy Village Clerk

Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

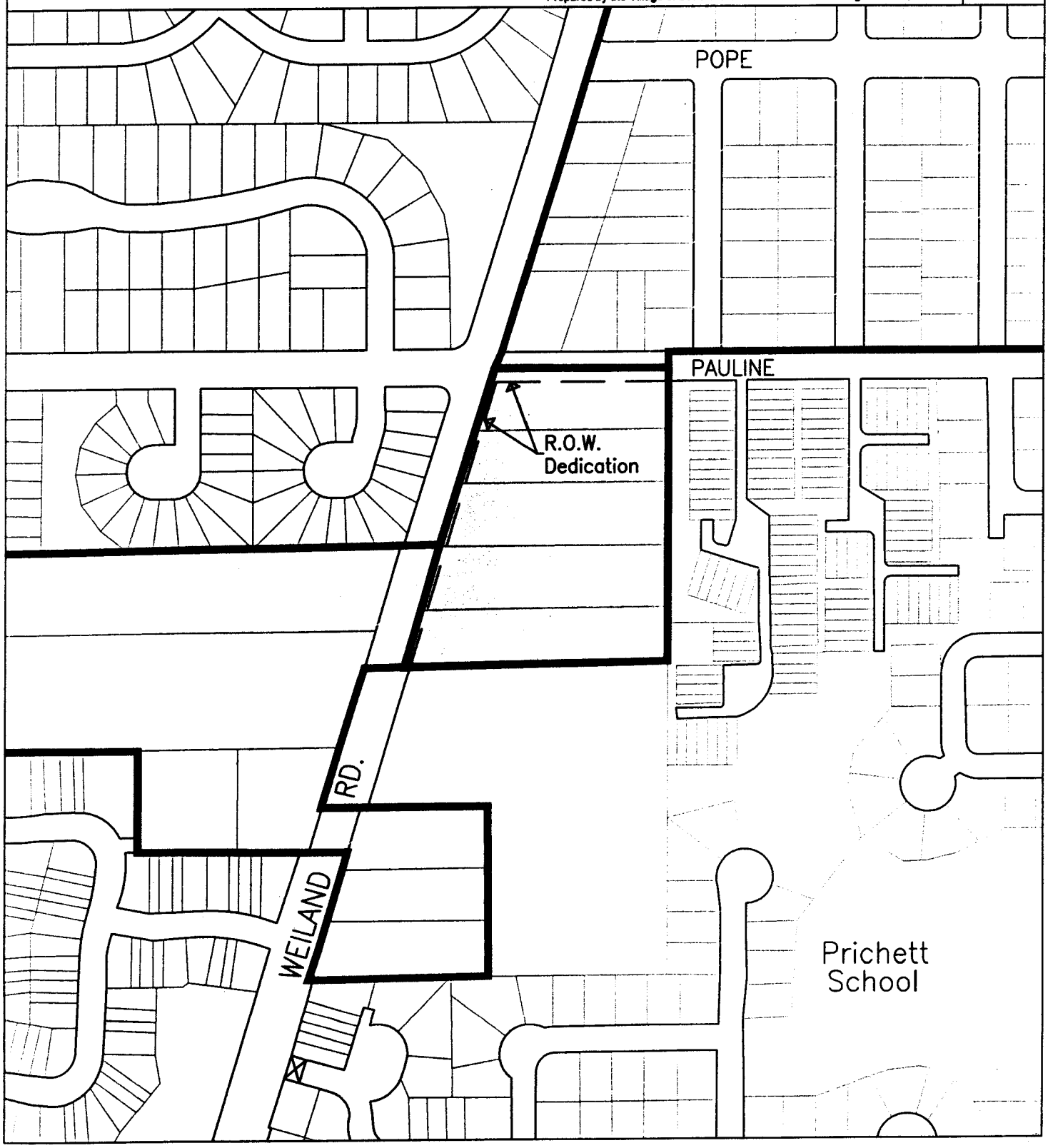
LOCATION MAP -- FAIRVIEW ESTATES

SEC Weiland Road & Pauline Avenue

Site

100 0 300
150 50 150

Prepared by the Village of Buffalo Grove -- Division of Planning Services, 10/13/04



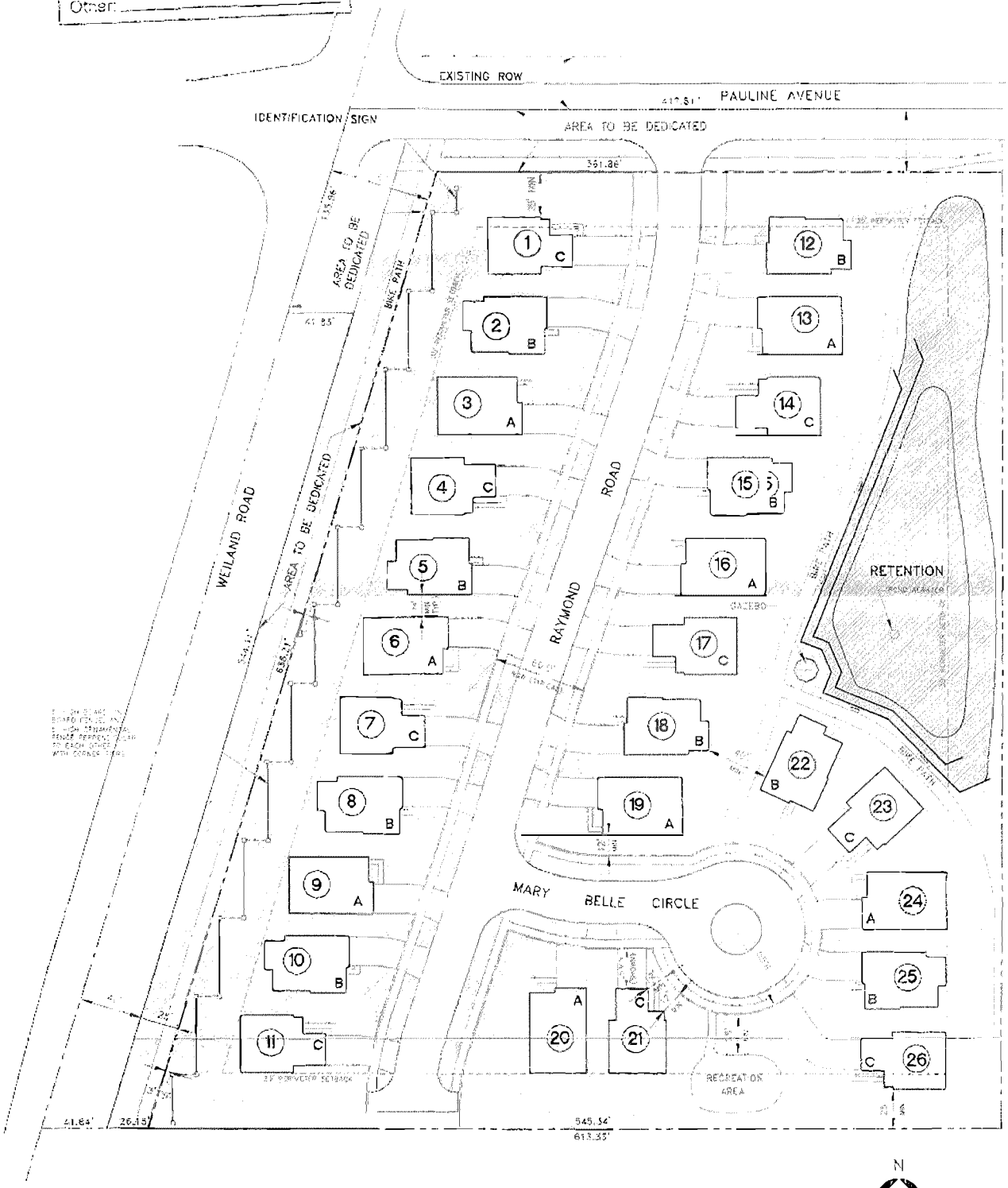
Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

Date: March 21, 2005
Action: CONTINUED TO APRIL 4, APRIL 18, 2005

APPROVED BY VILLAGE BOARD
Date: May 2, 2005
Ordinance # 2005-24
Exhibit: D
Other:

PRELIMINARY SITE PLAN

FAIRVIEW ESTATES
(26 VILLA UNITS SHOWN)



N
W E
S

RECEIVED
FEB 2 4 2005
PLANNING SERVICES

AS SHOWN PRELIMINARY SITE PLAN (26 VILLAS)	FAIRVIEW ESTATES GLENBROOK PROPERTIES, LLC 20389 WEILAND ROAD PRAIRIE VIEW, ILLINOIS 60069	THESE PLANS ARE FOR THE FOLLOWING PURPOSES ONLY, AS INDICATED REVIEW ONLY PERMIT BIDDING CONSTRUCTION	GROUNDWORK ARCHITECTS PLANNERS ENGINEERS

Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

PRESENTED TO VILLAGE BOARD
Date: March 21, 2005
Action: Continued to April 4, 2005

RECEIVED
FEB 24 2005
PLANNING SERVICES

APPROVED BY VILLAGE BOARD
Date: May 2, 2005
Ordinance # 2005-24
Exhibit: J

GLENBROOK PROPERTIES

FAIRVIEW ESTATES

Proposed Single Family Villa Development
Weiland Road, South of Pauliine Drive
Buffalo Grove, Illinois

January 24, 2005

GW #K133

SITE AND ZONING INFORMATION

ZONING:	Existing:		Unincorporated	Lake County
	~~Proposed:~~		~~Single Family Villa Condo's~~	R5 PUD
SITE AREA:	Gross:		308,200 SF	7.08 Acres
USES:	Existing:		Residential/Home Business	Mixed Use
	Proposed:		Villa Condominiums	Residential
DENSITY:	Proposed:		26 Units	3.65 Units/Acre
BUILDING HEIGHT:	Allowable:		2-1/2 Stories	35'
	Proposed:		2 Stories	35' Max
BUILDING COVERAGE:	Allowable:		108,000 SF	35%
	Proposed:		56,000 SF	18%
SEPARATIONS: (PUD)	Perimeter Setback		Required:	35'
			Proposed:	35' (min.) 25' @ #1,12,26*
	Front Yard:		Required:	25'
			Proposed:	25' (min.)
	Corner Side Yard:		Required:	25'
			Proposed:	12' @ #19, 21*
	Rear to Side		Minimum:	40'
			Proposed:	40' (min.)
	Side to Side		Proposed:	14' (min.)
PARKING:	Required:		2.0/unit	52 spaces
	Proposed:	Garage	2.0/unit 52	
	Available:	Street (approx.)	19	
		Total Available & Proposed		71 spaces
		(excludes potential 52 spaces in driveways - 123 total)		

* Denotes potential variation request.

Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

GROUNDWORK, LTD.
ARCHITECTS/PLANNERS/ENGINEERS
351 WEST DUNDEE ROAD, SUITE A
BUFFALO GROVE, ILLINOIS 60089
847.541.4151 FAX 847.541.4066
gworkltd@aol.com • www.groundworkltd.com

GROUNDWORK

5/2/2005

ORDINANCE NO. 2005 - 25

AN ORDINANCE ANNEXING CERTAIN TERRITORY TO THE VILLAGE OF BUFFALO GROVE, ILLINOIS

Glenbrook Properties
Fairiview Estates
East side of Weiland Road south of Pauline Avenue

WHEREAS, the Village of Buffalo Grove is a Home Rule Unit by virtue of the Illinois Constitution of 1970; and,

WHEREAS, a written petition signed by all of the owners of record of the land in the territory hereinafter described, requesting the annexation of such territory to the Village of Buffalo Grove, has been filed with the Village Clerk of the Village of Buffalo Grove; and,

WHEREAS, said territory is not within the corporate limits of any municipality, but is contiguous to the Village of Buffalo Grove; and,

WHEREAS, notice of the proposed annexation of such territory has been given to the appropriate authorities; and,

WHEREAS, it is in the best interests of the Village of Buffalo Grove that such territory be annexed to the Village of Buffalo Grove.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS:

Section 1. That the real property legally described in Exhibit A attached hereto be and hereby is annexed to the Village of Buffalo Grove. A true and correct map of said real property is attached hereto and made a part hereof as Exhibit B.

Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

Section 2. The Village Clerk of the Village of Buffalo Grove is hereby directed to cause to be filed in the Office of the Recorder of Deeds of Lake County a copy of this Ordinance with an accurate map of the territory annexed.

Section 3. This Ordinance shall be in full force and effect on and after its passage and approval. This Ordinance shall not be codified.

AYES: 6- Braiman, Glover, Berman, Kahn, Trilling, Rubin

NAYES: 0 – None

ABSENT: 0 - None

PASSED: May 2, 2005 APPROVED: May 2, 2005

ATTEST: APPROVED:

Janet M. Sradian
Village Clerk

ELLIOTT HARTSTEIN, Village President

This document was prepared by: Robert E. Pfeil, Village Planner,
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL 60089

Mail to:

Village Clerk
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL 60089

Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

5/2/2005

Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

ORDINANCE NO. 2005 – 26

AN ORDINANCE AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE VILLAGE OF BUFFALO GROVE, ILLINOIS

Glenbrook Properties
Fairview Estates
East side of Weiland Road south of Pauline Avenue

WHEREAS, the Village of Buffalo Grove is a Home Rule Unit by virtue of the Illinois Constitution of 1970; and,

WHEREAS, the property legally described in Exhibit A hereto was annexed to the Village of Buffalo Grove by Ordinance No. 2005 - 25 pursuant to a written Annexation Agreement dated May 2, 2005 and approved by the Village by Ordinance No. 2005 - 24; and,

WHEREAS, notice of public hearing for zoning and annexation has been given and a public hearing was held.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS:

Section 1. The Comprehensive Zoning Ordinance of the Village of Buffalo Grove, Cook and Lake Counties, Illinois as amended is hereby further amended by classifying the property described in Exhibit A hereto in the R-5 One-Family Dwelling District with a residential Planned Unit Development.

Section 2. Development and use of the property shall be in compliance with the Annexation Agreement dated May 2, 2005 approved pursuant to Ordinance No. 2005-25.

Section 3. This Ordinance shall be in full force and effect on and after its passage and approval according to law. This Ordinance shall not be codified.

AYES: 6 – Braiman, Glover, Berman, Kahn, Trilling, Rubin

NAYES: 0 – None

ABSENT: 0 – None

PASSED: May 2, 2005 APPROVED: May 2, 2005

ATTEST: APPROVED:

Janet M. Sudrian
Village Clerk

ELLIOTT HARTSTEIN, Village President

Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

5955019

FILED FOR RECORD BY:
MARY ELLEN VANDERVENTER
LAKE COUNTY, IL RECORDER
03/01/2006 - 02:31:12 P.M.
RECEIPT #: 272986
RHSP $10.00
DRAWER #: 29

Mail To:
Fidelity Wes Of Fairview Estates
Attn: Greg Summers
7222 RFD
Long Grove, IL 60060

FAIRVIEW ESTATES OF BUFFALO GROVE
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (this "Declaration") is made and entered into on the date hereinafter set forth by **FIDELITY WES OF FAIRVIEW ESTATES, INC.**, an Illinois Corporation, (hereinafter referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner and legal title holder of certain real estate in the Village of Buffalo Grove, County of Lake and State of Illinois, which real estate is legally described in Exhibit "A" attached hereto and by this reference made a part hereof; and

WHEREAS, FIDELITY WES OF FAIRVIEW ESTATES, INC., an Illinois corporation (the "Developer"), presently intends to construct a development containing twenty-six (26) Single Family Units, as hereinafter defined, together with certain common areas which will require uniformity and continuing care and maintenance for the privacy, benefit and enjoyment of all persons owning and residing in the Single Family Units (the "Development"); and

WHEREAS, the Village of Buffalo Grove has enacted Village Ordinance No. 2005-26 dated May 2, 2005 (the "Ordinance") approving a Residential Planned Unit Development on the Property, as hereinafter defined; and

WHEREAS, an Annexation Agreement was approved by the Village of Buffalo Grove by Ordinance No. 2005-24; and

PLX-60

Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

WHEREAS, the Declarant and the Developer desire and intend to construct and operate the Development in full compliance with the provisions and conditions of said ordinance approving the Residential Planned Unit Development; and

WHEREAS, the Developer has deemed it desirable for the efficient preservation of the values and amenities of the proposed development to create an agency to which shall be delegated and assigned the powers of maintaining and administering the Common Area, as hereinafter defined, and administering and enforcing the covenants and restrictions hereinafter contained and created; and

WHEREAS, there has been incorporated under the laws of the State of Illinois, as a not-for-profit corporation, Fairview Estates of Buffalo Grove Homeowners' Association, for the purpose of exercising the functions aforesaid; and

WHEREAS, the Declarant desires to establish for its own benefit and the mutual benefit of all future owners, tenants and occupants of the Development and the Property and any part thereof, certain easements or rights in, over, under, upon and along the Development and the Property and certain mutually beneficial restrictions and obligations with respect to the use, conduct and maintenance thereof; and

WHEREAS, the Declarant may, from time to time for the purposes hereinafter enumerated, convey certain portions of the Property, as hereinafter defined, to the Association, as hereinafter defined, as well as to various owners;

NOW, THEREFORE, the Declarant hereby declares that only the Property and such additions thereto as may hereinafter be made is and shall be transferred, held, sold, conveyed and accepted subject to this Declaration of Covenants, Conditions, Restrictions and Easements. The Declarant does hereby further declare that the following easements, covenants, restrictions, conditions, burdens, uses, privileges, charges and liens shall: (1) exist at all times hereafter amongst all parties having or acquired a right, title or interest in any portion of the Property; (2) be binding upon and inure to the benefit of each Owner (as hereinafter defined); and (3) run with the land subjected to this Declaration, to be held, sold and conveyed subject thereto.

ARTICLE 1

DEFINITIONS

1.1 "Association" shall mean and refer to Fairview Estates of Buffalo Grove Homeowners' Association, an Illinois not-for-profit corporation.

1.2 "Property" shall mean and refer to that certain real estate described in Exhibit "A" attached hereto and by this reference made a part hereof and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

1.3 "Building Boxes" shall mean those areas shown on the Plat of Subdivision within which a residential dwelling unit may be constructed.

Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

1.4 "Common Area" shall mean those portions of the Property owned by the Association for the common use and enjoyment of all members of the Association and such uses thereto by way of easement or other grant from the Declarant, the Association or others as may be granted to or by the Association for the common use and enjoyment of the Owners. The Common Area to be conveyed to and owned by the Association is hereinafter legally described in Exhibit "B" attached hereto and by this reference made a part hereof which shall exclude Single Family Units 1 through 26 as depicted on Exhibit "E" and legally described in Exhibit "F".

1.5 "Single Family Unit" shall mean the individual lots shown on Exhibit "E" and legally described in Exhibit "F".

1.6 "Residential Dwelling Unit" shall mean the area consisting of a constructed dwelling.

1.7 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Single Family Unit, as hereinafter defined, including contract sellers, but excluding those having such Interest merely as security for the performance of an obligation. The term "Owner" shall include the Developer to the extent of the number of Lots owned by Declarant and also includes the interest of the Developer or of Declarant as contract seller of any Lot.

1.8 "Member" shall mean and refer to any person or entity who holds membership in the Association.

1.9 "Declarant" shall mean and refer to Fidelity Wes of Fairview Estates, Inc., its successors and assigns, if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

1.10 Intentionally Deleted

1.11 "Board" shall mean the Board of Directors of the Association as constituted at any time or from time to time, in accordance with the applicable provision of Article 3.

1.12 "Occupant" shall mean any person or persons other than the Owner in possession of a Single Family Unit.

1.13 "Family" shall mean one or more persons each related to the other by blood, marriage, or legal adoption, or a group of not more than two (2) persons not all so related, together with his or their domestic servants, maintaining a common household in a Single Family Unit.

1.14 "By-Laws" shall mean the By-Laws of Fairview Estates of Buffalo Grove Homeowners' Association, a copy of which is attached as Exhibit "C" hereto and by this reference made a part hereof.

1.15 "Declaration" shall mean this Fairview Estates of Buffalo Grove Homeowners Association Declaration of Covenants, Conditions, Restrictions and Easements.

Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

1.16 "Residential Planned Unit Development" shall mean and refer to the residential planned unit development approved in Village Ordinance No. 2005-26 dated May 2, 2005, as the same may be hereafter amended from time to time pursuant to a duly enacted Village ordinance.

1.17 "Recreational Facilities" shall mean the recreational facilities which have been or may be constructed pursuant to the ordinance approving the Residential Planned Unit Development.

1.18 "Transfer Date" shall mean the date which is the earlier of: (i) the date on which seventy-five percent (75%) of the Single Family Units have been conveyed to Owners other than the Declarant or (ii) five (5) years after the first Single Family Unit is conveyed to an Owner other than the Declarant.

1.19 "Material Amendment" shall mean any amendment to the Declaration, By-Laws or the Association's articles of incorporation that would change any of the following in a manner other than as expressly provided herein: voting rights in the Association; assessments, assessment liens, or subordination of assessment liens; reserves for maintenance, repair and replacement of the Common Area; responsibility for the maintenance and repair of the Common Area; allocation of interests in the Common Area, or rights to use the Common Area; boundaries of any Single Family Unit other than the initial determination of the boundaries of a Single Family Unit; convertibility of Single Family Units or any portion thereof into Common Area, or convertibility of Common Area into Single Family Units; expansion or contraction of the Property, or the addition, annexation or withdrawal of property from the Property; insurance or fidelity bonds; leasing of Single Family Units; imposition of any restrictions on an Owner's right to sell or transfer his or her Single Family Unit; a decision by the Association to establish self-management when professional management had previously been required by an Eligible Mortgage Holder; requirements for the restoration or repair of the Property; termination of the legal status of the Association or the Property following substantial destruction or condemnation; or any provisions that expressly benefit holders, insurers or guarantors of mortgages secured by portions of the Property.

1.20 "Eligible Mortgage Holder" shall mean each holder of a first mortgage on a Single Family Unit that has requested in writing that the Association notify it of any proposed action that requires consent of a specified percentage of mortgage holders.

1.21 "Developer" shall mean **FIDELITY WES OF FAIRVIEW ESTATES, INC.**, an Illinois corporation, its successors and assigns.

1.22 "Village" shall mean the Village of Buffalo Grove, Illinois, its elected and appointed officials, officers, agents and employees.

ARTICLE 2

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Single Family Unit which is subject by covenants of record to assessment by the Association, including a contract seller, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Single Family

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Unit which is subject to assessment by the Association. Ownership of such Single Family Unit shall be the sole qualification of membership. Nothing herein contained shall be interpreted to exclude Declarant from membership while it or its successors in interest, if any, owns one or more Single Family Units. Voting rights with regard to each Member are set forth in Article 3 hereof.

ARTICLE 3

VOTING RIGHTS AND BOARD OF DIRECTORS

3.1 The Association shall have two classes of voting membership:

Class A. Class A Members shall be all those Owners as defined in Article 2, provided that the Declarant shall not be a Class A Member until the Transfer Date. Class A Members shall be entitled to one vote for each Single Family Unit in which they hold the interest required for membership pursuant to Article 2. When more than one person holds such interest in any Single Family Unit, all such persons shall be Members. The vote for such Single Family Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Single Family Unit. All Members holding any interest in a Single Family Unit shall together be entitled to cast only one vote for the Single Family Unit.

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to three (3) votes for each Single Family Unit in which it holds the interest required for membership by Article 2; provided that the Class B membership shall cease and be converted to Class A membership on the Transfer Date.

3.2 The provisions of Section 3.1 hereof shall be mandatory. No owner of any interest in any Single Family Unit shall have any right or power to disclaim, terminate or withdraw from his membership in the Association or any of his obligations as such Member, and no purported disclaimer, termination or withdrawal thereof or therefrom on the part of any such owner shall be of any force or effect for any purpose.

3.3 The Association shall have a Board of five (5) Directors who shall be elected by the Members of the Association at such intervals as the corporate charter and By-Laws of the Association shall provide, except that vacancies in the Board occurring between regularly scheduled meetings of the Members may be filled by the Board by majority vote if so provided by the articles of incorporation or By-Laws and that the first Board may be appointed by the Declarant (or its beneficiary or designee) and shall be three (3) in number. The Association shall have such officers as shall be appropriate from time to time, who shall be elected by the Board and who shall manage and conduct the affairs of the Association under the direction of the Board. Except as expressly otherwise provided by the Association's articles of incorporation, this Declaration or the By-Laws, all power and authority to act on behalf of the Association both pursuant to this Declaration and otherwise shall be vested in its Board from time to time and its officers under the direction of the Board, and shall not be subject to any requirement of approval on the part of its Members. The articles of incorporation and By-Laws of the Association may include such provisions for the protection and indemnification of its officers and directors as shall be permissible by law.

3.4 The Association, being a not-for-profit corporation, shall not distribute to its Members any sums in the nature of dividends upon its shares. To the extent that funds shall not be required

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for current expenditures or for such reserves, the next monthly assessments may, in the discretion of the Board, be eliminated or the amount thereof appropriately reduced. Such reduction shall not prevent reinstatement of or increase in such assessments when required, but such reinstatement or increase shall not be retroactive.

3.5 Whenever possible, the Association shall perform its functions and carry out its duties by entering into agreements for the performance thereof with such persons and business entities regularly engaged in the performance of generally similar functions and duties as the Board shall determine, which agreements shall be for such length of time, at such rates of compensation and upon such other terms and provisions as the Board shall determine from time to time, provided however that if the Association, Declarant or Board shall enter into an agreement or agreements for the professional management of the Property before the Transfer Date, such agreement or agreements shall provide that it is terminable by the Association without cause at any time after the Transfer Date and shall not require the payment of any penalty by the Association and shall not require advance notice of termination of more than ninety (90) days. Such persons or business entities may, but need not, be persons or business entities owning or otherwise directly or indirectly interested in the Property or any part thereof. The Association itself shall also have power to perform its functions and carry out its duties.

3.6 The Association, through the resolutions of the Board, shall have the right to adopt rules and regulations governing the Single Family Units and Common Area and the use thereof provided, however, that no rule or regulation shall conflict with the Declaration or any applicable laws, ordinances or codes.

3.7 A copy of this Declaration, the By-Laws and the Association's books, records and financial statements to be kept by the Board shall be available for inspection by any Owner or any representative of an Owner duly authorized in writing, the Village, or any holder, insurer or guarantor of a first mortgage lien on a Single Family Unit at such reasonable time or times during the normal business hours as may be requested by the Owner or by the holder of said first mortgage lien.

ARTICLE 4

PROVISIONS RELATING TO THE COMMON AREA

4.1 Every Owner shall have a right and easement in, over, upon and to the Common Area for purposes of pedestrian ingress and egress and use of the open spaces and other common facilities and the Common Area shall be held for the use and benefit of each Owner, and such easement shall be appurtenant to and shall pass with the title to every Single Family Unit subject to the following provisions:

(1) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument signed by Owners entitled to cast sixty-seven percent (67%) of the votes allocated to the Class B membership, if not yet ceased, has been recorded, agreeing to such dedication or transfer. In the event Class B membership has ceased, then sixty-seven percent (67%) of the votes to the Class A membership shall be required to make such dedication or transfer effective.

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(2) As part of the overall program of development of the Property as a residential community and to encourage the marketing and construction thereof, the Developer and its contractors, subcontractors, and their respective agents and employees shall, for sales and construction purposes only, have the right of use of certain Single Family Units and the Common Area and facilities thereof without charge during the sales and construction period on the Property to aid in its construction and marketing.

4.2 Each Owner and his tenants, guests and invitees shall have a right and easement in, over, upon and to any sidewalks located in the Common Area for the purposes of pedestrian ingress and egress.

4.3 There shall be located upon the Common Area such parking areas or portions thereof and walks as shall be necessary to provide ingress and egress to and from the Single Family Units for the use and benefit of the Owners of the Single Family Units and their guests and invitees, such other permitted improvements as set forth in Section 4.4 below, and such additional landscaping and walks, benches and spaces for the parking of motor vehicles as the Declarant or the Association or Board shall from time to time determine and shall be in compliance with such governmental laws, ordinances and regulations as shall be in effect during the development of the Property. There may also be upon the Common Area such facilities for the housing of tools, vehicles and equipment, shelters for guards and such other structures and facilities as shall be reasonably necessary for the carrying out of the duties imposed upon the Association hereunder, or as the Association may determine to erect from time to time.

4.4 An irrevocable license and non-exclusive easement is hereby granted to the Village and police, fire, water, health and other authorized officials, employees and vehicles of the Village, to go upon the Common Area (and, to the same extent granted to the Association pursuant to Section 5.5 below with respect thereto, the Single Family Units) at any time and from time to time for the purpose of performance of official duties and for the purpose of enforcing this Declaration and all Village ordinances, rules and regulations, and the statutes of the State of Illinois and the United States. In addition, duly designated officials and employees of the Village are hereby granted a non-exclusive easement to enter upon, on and over the Common Area for the purposes of maintaining, except as otherwise provided hereunder, all or any part of Common Area and the storm water detention and retention areas, drainage systems, storm and sanitary sewers, water mains, and any other utility or public service and to correct or eliminate nuisances or violations resulting from the failure to exercise maintenance responsibilities by the Developer or its successors and assigns, any Owner or the Association. Except in the event of emergency situations, the Village shall serve written notice upon the Association setting forth the manner in which the Association has failed to comply with its obligations under this Declaration under any source of law. Said notice shall include a demand that such deficiency be cured within thirty (30) days from the date such notice is received. If such deficiency has not been cured within said thirty (30) days or any extension thereof granted by the Village, the Village may (but shall not be obligated to) exercise said easement by entering the Common Area and performing such maintenance or repair. The Association shall reimburse the Village from all expenses incurred by it in performing such maintenance or repair. If the Association has not reimbursed the Village in full for all such expenses incurred within ninety (90) days after receipt of a bill detailing such expenses, then the cost of such maintenance or repair not so reimbursed, together with interest and all reasonable costs of collections, including attorneys fees, shall be assessed in equal shares against the Single Family Units, and shall become a lien

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upon such Single Family Units. Such lien may be enforced by all methods generally available for the enforcement of liens including foreclosure by an action brought in a like manner as a mortgage or deed of trust lien on real property. Said easement shall be exercised only to the extent and for such period of time that the maintenance or repair is required to accomplish the purpose hereinabove mentioned and to enforce this Declaration. It is the intention of this Section 4.4 to provide that the obligation for maintenance and repair of certain main utility lines which service the Property (water, sanitary sewer and storm sewer) shall be borne by the Village and that the obligation for maintenance and repair of all other portions of the Common Area shall be borne by the Association. The Association shall be solely responsible for the maintenance and repair of the stormwater management system and its appurtenances in accordance with a stormwater management maintenance plan approved by the Village and attached hereto as Exhibit "D", site landscaping and shall further be responsible for snow removal on public and private sidewalks located within the Development (but not service walks appurtenant to and serving exclusively a Single Family Unit). The snowplowing of driveways shall be the responsibility of the individual Owner whose appurtenant Single Family Unit is served thereby. The Village shall be under no obligation to exercise the rights herein granted except as it shall determine to be in its best interest. No failure to exercise any right herein granted to the Village shall be construed as a waiver of that or any other rights.

4.5 Any Owner may delegate, in accordance with the By-Laws, his right of ingress and egress to the Common Area to the members of his family, occupants, guests, invitees, or contract purchasers who reside on the Property.

4.6 The Declarant hereby covenants for itself, its successors and assigns, that it will convey to the Association fee simple title to the Common Area to which it is in title prior to the conveyance of any Single Family Unit free and clear of any mortgage liens of record subject, however, to the provisions of Section 4.1(1) hereof. Declarant shall reserve, upon conveyance to the Association of such portions of the Common Area, a perpetual and non-exclusive easement for egress and ingress in, to and from each Single Family Unit as well as for the location, maintenance, repair, reconstruction, operation and restoration of other permitted improvements as set forth above, which it shall grant for the benefit of each Single Family Unit upon the conveyance thereof.

4.7 Declarant, its beneficiary, agents, employees, guests and invitees shall have the right and easement of ingress and egress in, over, upon, under and across the Common Area for sales and construction purposes until Declarant has conveyed all of the Single Family Units to the purchasers thereof.

4.8

(1) The Association shall have the right and duty to repair and maintain the Common Area and all portions of a Single Family Unit outside the Residential Dwelling Unit and shall have the right of ingress and egress over and upon those portions of the Single Family Unit outside the residential dwelling unit for such purposes.

(2) The Association shall have the right of ingress and egress over and upon the Common Area for any and all purposes in connection with the use, maintenance, construction, operation, repair and reconstruction of the Common Area.

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(3) The Association, through resolutions of the Board, shall have the right to adopt rules and regulations governing the use, maintenance and administration of the Common Area and for the health, comfort, safety and general welfare of persons using the Common Area.

4.9 Notwithstanding any provisions herein to the contrary, the easements herein created shall be subject to:

(1) The right of Declarant to execute all documents (including additional easements), and do all other acts and things affecting the Property which, in the Declarant's sole opinion, are desirable in connection with Declarant's rights hereunder.

(2) Easements of record on the date hereof, including those easements granted on the Plat of Subdivision and any easements which may hereafter be granted by Declarant or the Association to any public utilities or governmental bodies for the installation and maintenance of electrical and telephone conduit and lines, gas pipes, sewers or water mains and pipes, or any other utility services serving any Single Family Unit and to any provider of cable television service.

4.10 Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Area to which Declarant is in title as of the date hereof to or for any public use or purpose whatsoever.

4.11 Easements for serving the Common Area and other properties with public utilities and municipal services are hereby granted to Commonwealth Edison Company, Northern Illinois Gas Company, SBC, the Village, and all other suppliers of utilities serving the Common Area and the respective successors and assigns, jointly and severally to install, lay, construct, renew, operate, maintain or remove, from time to time, conduits, cables, pipes, wire transformers, switching apparatus and other facilities and appurtenances used in connection with serving the Common Area and adjacent property with telephone communications, electric, sewer, gas, water, drainage, cable television, or other municipal services, upon, across and under the Common Area as depicted on the Plat of Subdivision for the Property approved by the Village; provided, however, that all such public utilities shall be installed underground. Notwithstanding any code or ordinance provision which may provide otherwise, no public utility shall be installed above-ground and nothing herein shall be deemed or construed as permitting above-ground utilities.

4.12 All areas of and facilities upon the Common Area, including, but not limited to any detention area, all open space, all perimeter fencing, bike paths, recreation areas, gazebos, stormwater detention pond and drainage systems, all parking areas, and all landscaping shall be maintained by the Association in such a manner as to ensure the proper use and functioning of such areas and facilities as originally designated and/or constructed. Such obligation shall include the obligation of the Association to provide for snow removal (and snow storage in appropriate areas of the Common Areas) from all parking areas and public and private sidewalks.

4.13 The Association shall pay, as agent and on behalf of the Owners and out of the funds furnished to it by them for such purpose, all tax and other governmental impositions levied upon the Common Area or any part thereof.

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4.14 The Common Area shall at all times be used and maintained in compliance with all applicable ordinances, codes and regulations of the Village.

ARTICLE 5

MAINTENANCE OF SINGLE FAMILY UNITS

5.1 Owner shall be responsible for all maintenance and repair to the interiors and exteriors of the Residential Dwelling Units including, without limitation, roofs, siding and trim, gutters and downspouts. The Association shall determine the need for and shall carry out or cause to be performed all maintenance and repair of only those gas, telephone and electrical lines located within the Common Area which are incorporated in and forming a part of the Single Family Units as originally constructed that service more than one Single Family Unit (it being expressly understood that an individual Owner shall maintain and repair all water, storm sewer and sanitary lines which service only his Single Family Unit) and additionally that such maintenance and repair shall not include the maintenance or repair of any furnaces, water heaters, stoves, refrigerators, washing machines or household appliances, sump pumps, glass surfaces, patio areas, windows and patio doors, front entry and garage doors, electrical fixtures, air conditioners and compressors, or any other portion of said unit which services only one Single Family Unit or the interior of any Residential Dwelling Unit or portion thereof. In the event that the need for maintenance or repair of other exterior repairs which are caused through the willful or negligent act of the Owner, his family, guests or invitees, the cost of such maintenance or repair shall be added to and become a part of the assessment to which such Single Family Unit is subject. The Association shall be responsible for the proper maintenance of all landscaping located on the Common Area and on the Single Family Units including, but not limited to, mowing the grass areas and shall additionally be responsible for the snowplowing of all parking areas and sidewalks in the development serving the Owners and their Single Family Units (but not service walks appurtenant to and serving exclusively any Single Family Unit) and the storage of such snow on appropriate areas of the Common Area.

5.2 Each Owner shall have the obligation to maintain in good condition and repair his glass surfaces, fireplaces (including the interior and exterior of chimneys), windows, front entry and garage doors, electrical fixtures, patio screens, if any, decks, screened porches, patio on his Single Family Unit, appurtenant service walks and driveway located on or serving his Single Family Unit. Upon the failure of any Owner to maintain those areas not the maintenance responsibility of the Association, the Association, through its agents and employees, is hereby granted the right to enter upon the Single Family Unit and make such reasonable repairs, maintenance, rehabilitation or restoration of the premises as may be necessary, and the costs thereof shall become a lien upon the Single Family Unit in the same manner as provided in Article 6 hereof for nonpayment of maintenance assessments.

5.3 The Association shall provide for the maintenance of the Single Family Unit planting which has been offered by the Developer in the sale of the Single Family Unit. In the event the Owner installs his own planting within his Single Family Unit in accordance with the provisions as hereinafter set forth in Section 9.20 hereof, the Association shall have the right to assess each Owner for any additional cost in providing for the maintenance of such planting.

5.4 The Association shall have the right to draw water from the exterior taps of individual Residential Dwelling Units as required for the efficient performance of its duties hereunder and, to

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the extent such water is separately metered to the Owner of such Single Family Unit, the Association shall reimburse such Owner for the cost thereof.

5.5 An irrevocable license and non-exclusive easement is hereby granted to the Association to enter upon the Single Family Units for purposes of performing its obligations and exercising its rights pursuant to this Article 5.

ARTICLE 6

COVENANTS FOR MAINTENANCE ASSESSMENTS

6.1 Subject to the provisions of Section 6.9, the Declarant, for each Single Family Unit owned within the Property, hereby covenants, and each Owner of any Single Family Unit by acceptance of a deed therefor whether or not it shall be so expressed in such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments to be fixed, established and collected from time to time as hereinafter provided; and (2) special assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Single Family Unit against which each such assessment is made. Each such assessment, together with such interests, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Single Family Unit at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

6.2 The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residents in the Property and in particular for the improvement and maintenance of the Property, services and facilities devoted to this purpose and related to the use and enjoyment of such Common Area, and of the Single Family Units situated upon the Property. Such uses shall include, but are not limited to, the cost to the Association of all taxes, insurance, repair, replacement and maintenance of the Common Area and, as provided herein, of the maintenance and repair of the Single Family Units as may from time to time be authorized by the Board, and other facilities and activities including, but not limited to, caring for the grounds, landscaping, equipment, non-dedicated portions of the storm water management system, monument signage, subdivision signage at the entrance to the Property in accordance with applicable Village codes, all fencing, structures and appurtenances (other than facilities and activities maintained by any governmental authority or utility company), and other charges required by this Declaration or that the Board shall determine to be necessary or desirable to meet the primary purpose of the Association, including the establishment and maintenance of a reserve fund for repair, maintenance, replacements, taxes, and other charges as specified herein. In addition, water, waste removal and/or any utilities which are not separately metered or otherwise directly charged to individual Owners shall be paid for by the Association from the assessments levied hereunder. The Board reserves the right to levy additional assessments against any Owner to reimburse it for excessive use by such Owner of any utility service, the expense of which is charged to the maintenance fund. At the time of closing of the sale of each Single Family Unit by the Declarant, the Owner shall pay (in addition to the first monthly assessment) to the manager or managing agent, or as otherwise directed by the Board, an amount equal to One Thousand Dollars ($1,000.00), which amount shall be used and applied as a working capital fund in the manner herein provided.

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6.3 The Board shall be authorized to fix the annual assessment in an amount sufficient to meet the costs and expenses as contained in Section 6.2 hereof. Until December 31, 2007, the annual assessment for each Single Family Unit shall be fixed at One Hundred Ten Dollars ($110.00) per month. Developer shall not be subject to such charge and shall pay all expenses of the Association not covered by such assessment.

6.4 In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair, maintenance or replacement (including those items of maintenance and repair set forth in Section 5.1 hereof) of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, if any.

6.5 Both annual and special assessments shall be fixed at a uniform rate for all Single Family Units, except for certain Single Family Units as provided in Section 6.9 hereof, and shall be collected on a monthly basis.

6.6 The annual assessments provided for herein shall commence for all Single Family Units within the Property on the first day of the month following the conveyance of the first Single Family Unit from the Declarant, except as otherwise provided in Section 6.9 hereof. The Board shall fix the amount of the annual assessment against each Single Family Unit at least thirty (30) days in advance of each annual assessment period and in lieu thereof, the amount of the prior year's annual assessment shall be the fixed amount. Written notice of any changed amount of annual assessment shall be due on the first day of the month immediately preceding the effective date of the changed assessment. An Owner shall first be liable for payment of the full monthly assessment on the 1st day of the month following conveyance of title to him. This payment shall be in addition to the prorated portion of the monthly assessment which Owner shall pay as of the date title to his Single Family Unit is conveyed. The Association shall upon demand at any time furnish a certificate in writing signed by an officer or agent of the Association setting forth whether the assessments on a specified Single Family Unit have been paid and, if not paid, the amount of any such deficiency. Such certificate shall be conclusive evidence of payment of any assessment therein.

6.7 Any assessments which are not paid when due shall be delinquent. Such assessments, interest and all costs of collection shall be a continuing lien upon the Single Family Unit against which each such assessment was made. If the assessment is not paid within thirty (30) days after the due date, then (i) the amount of the assessment shall bear interest from the date of delinquency at the rate one and one-half (1.5%) percent per month, and (ii) in addition to said interest, the delinquent Owner shall pay to the Association a late charge of Fifty Dollars ($50.00) for the first month delinquent, Seventy-Five Dollars ($75.00) for the second month delinquent, One Hundred Dollars ($100.00) for the third month delinquent and One Hundred Fifty Dollars ($150.00) for each subsequent month or portion thereof that said amount remains delinquent, said late charge to cover the Association's administrative costs in monitoring and collecting such amount. The Association may bring an action at law or in equity against the Owner personally obligated to pay the same, or foreclose the lien against the respective Single Family Unit and interest, late charges, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. Each Owner, by his acceptance of a deed to a Single Family Unit, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner

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personally for the collection of such charges as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on real property.

6.8 The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed on the Single Family Units and recorded prior to the due date of the delinquent assessment provided, however, that such prior recorded mortgage shall be subject to the lien of all unpaid assessments with respect to such Single Family Unit which became due and payable subsequent to the date the holder of said mortgage takes possession of the Single Family Unit, accepts a conveyance of any interest in the Single Family Unit or has a receiver appointed in a suit to foreclose his lien. The lien of the assessments shall not be affected by the sale or transfer of the corresponding Single Family Unit unless the sale or transfer is pursuant to the foreclosure of the first mortgage thereon. In such a case, the transfer of title pursuant to the foreclosure shall extinguish the lien. However, neither the personal obligation of the transferor, if any, nor the resulting pro rata share of the burden of such non-payment or non-enforcement, imposed through a subsequent assessment, shall be affected.

6.9 With regard to any Single Family Units and to which title has not been conveyed by Declarant, the assessment respecting any such Single Family Unit shall be limited to the aggregate amount of actual operating expenses from time to time required to be paid with respect to such Single Family Unit which Declarant may pay directly; provided, however, that in the event Declarant enters into a lease or installment contract for any Single Family Unit, then Declarant shall, as of the first day of such lease or contract, be responsible for the payment of all assessments on those Single Family Units on the same basis as any other Owner as provided in this Article. Actual operating expenses shall mean those ordinary expenses attributable only to the period in question covering the maintenance and operation of the Property and shall not include capital expenditures, amounts set aside as a reserve for contingencies or replacements, repair items or inventory items to the extent attributable to subsequent periods. The Declarant hereby agrees to satisfy any deficit or shortage in the Association's operating budget for any period in which the Declarant has paid reduced assessments pursuant to this Section 6.9; provided, however, that the Declarant's liability hereunder shall not exceed the amount by which the Declarant's assessments have been reduced below the assessments of each other Owner by reason of this Section 6.9. Until such time as the Transfer Date has occurred, amounts due from the Declarant may be paid on a monthly basis or, at its option, paid to the Association at the close of each calendar year without interest.

ARTICLE 7

INSURANCE

7.1 **Liability and "All Risk" Insurance**. The Association shall be responsible for procuring and maintaining comprehensive public liability insurance, including liability for injuries to and death of persons, in an amount not less than One Million Dollars ($1,000,000.00) per occurrence and property damage in such limits as it shall deem desirable, and other liability insurance as it may deem desirable, insuring the Association from liability in connection with the ownership and/or use of the Common Area. In addition, the Association shall be further responsible for maintaining such policies of insurance for the improvements from time to time located in the

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Common Area against loss or damage by fire and such other hazards contained in a customary "all risk" policy provided that such policies shall (i) state that such policies may not be cancelled or substantially modified without at least thirty (30) days written notice to the Association; and (ii) provide for coverage in the amount of one hundred percent (100%) of current full replacement value of said improvements. The aforesaid liability insurance policies shall also name as insureds the Directors, agents, officers, employees, and all Owners.

7.2 **Fidelity Insurance**. The Association shall be responsible for procuring and maintaining a fidelity bond insuring the Association and its Board and the Owners against loss of funds as a result of the fraudulent or dishonest acts of any employee of the Association or its management agents, if any, or of any other person handling the funds of the Association or its Board or the Owners, in such amounts as the Board shall deem necessary, but not less than 150% of the annual operating expenses of the Association, including amounts collected for reserves. Such bonds shall contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee" or similar expression. Such bonds shall provide that they may not be cancelled for non-payment of any premiums or otherwise substantially modified without thirty (30) days prior written notice to the Association.

7.3 **Other Insurance**. The Association may also obtain such other kinds of insurance as the Board shall from time to time deem prudent or necessary, in such amounts as shall be deemed to be desirable, including, but not limited to, the following: flood risk; Directors and Officers Liability; Workman's Compensation and Employer Liability; and Non-Owned or Hired Automobile Insurance.

ARTICLE 8

INTERIM PROCEDURE

8.1 Until each of the various Single Family Units shall have been conveyed by the Declarant to the first Owner thereof (or to such Owner's nominee), the Developer, with respect to each such unsold Single Family Unit and as specified herein, shall have all the rights granted to and obligations imposed upon the Owners except as set forth in Section 6.3.

8.2 Until the initial meeting of the Members, the Declarant (or its beneficiary or designees) may appoint the Board which shall have the same powers and authority as given to the Board generally.

8.3 The powers granted to the Developer by Section 8.2 hereof shall include, without limitation, the power to assess upon and collect from the individual Owners, their respective proportionate shares of the funds required for the carrying out of all the duties and obligations of the Association.

ARTICLE 9

RESTRICTIONS RELATING TO PROPERTY

9.1

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(1) The Owners shall comply with all applicable ordinances (including the Ordinance approving the Residential Planned Unit Development), codes and regulations of the Village in connection with the use of any Single Family Unit.

(2) All buildings or structures on the Property shall be of new construction.

9.2 Each Single Family Unit conveyed shall be designated by a separate single family unit number as set forth on the Plat of Planned Unit Development and shall constitute a freehold estate subject to the terms, conditions and provisions hereof.

9.3 The Single Family Units shall be used only for residential purposes, as a private residence, and no professional business or commercial use shall be made of the same, or any portion thereof or resident's use of a Single Family Unit endanger the health or disturb the reasonable enjoyment of any other Owner or resident, except as provided in Sections 4.1(2) and 9.6 herein and provided further, that the Single Family Unit restrictions contained in this Section shall not be construed in such a Manner as to prohibit an Owner from (a) maintaining his personal professional library therein; (b) keeping his personal, business or professional records or accounts therein; or (c) handling his personal, business or professional telephone calls or correspondence therefrom.

9.4 Except as hereinafter provided in Section 9.6 hereof, no structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used as a residence at any time, either temporarily or permanently.

9.5 No advertising sign (except one "For Rent" or "For Sale" sign of not more than five (5) square feet per Single Family Unit), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on the Single Family Unit except as provided in Section 9.6 hereof. Any sign shall be in compliance with all applicable Village ordinances.

9.6 The covenants contained in this Article 9 shall not apply to the activities of the Association. The Developer may maintain, while engaged in construction and sales activities, in or upon such portions of the Property as Developer determines, such temporary facilities as in its sole discretion may be necessary or convenient, including, but without limitation, offices, storage areas, temporary toilets, model units, signs and construction and storage trailers.

9.7 No animals, livestock or poultry of any kind shall be raised, bred, or kept on the Property, except dogs, cats or other common household pets (not to exceed a total of two (2) pets) which may be kept on any Single Family Unit, provided, that they are not kept, bred, or maintained for any commercial purposes.

9.8 All rubbish, trash, recycling or garbage shall be kept in the garage so as not to be seen from neighboring Single Family Units and streets, and shall be moved to the street only on the day scheduled for pick-up and shall be returned to the garage within twenty-four (24) hours after pick-up. Garbage shall regularly be removed from the Property, and shall not be allowed to accumulate thereon.

9.9 Drying of clothes shall be confined to the interior of the Residential Dwelling Units.

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9.10 Without prior written authorization of the Board, no television, radio or ham radio antennas, or of any other sort shall be placed, allowed or maintained on the exterior of any Single Family Unit or any portion of the exterior of the improvements located on the Property, nor upon any structure situated upon the Property. Satellite dishes may be installed in accordance with FCC Regulations, subject to the permitted rules governing the placement, screening, color of the dishes and size as enacted by the Association in accordance with FCC Regulations.

9.11 An Owner shall do no act nor any work that will impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other properties or their owners.

9.12 There shall be no change in any exterior color of any Single Family Unit from the color scheme in place at the time of the initial conveyance of the Single Family Unit from Declarant without the prior written approval of the Association.

9.13 There shall be no fences, screened porches, patios, decks, sheds, outbuildings, swingsets or similar improvements commenced, erected, or maintained upon any Single Family Unit, other than those constructed by the Developer, if any, without an Owner first obtaining the prior written approval of the Association and thereafter (but only thereafter) seeking and obtaining, as required, the issuance of any appropriate permit or variation from the Village. No such improvements, other than those constructed by the Developer, if any, shall encroach upon any portion of the Common Area without the express prior written consent of the Association except as otherwise provided herein. No fencing shall be allowed except for the perimeter fencing shown on Exhibit B other than privacy screening for patios and decks pursuant to the Village fence code.

9.14 No nuisance, noxious or offensive activity shall be carried on the Property nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the Owners or Occupants.

9.15 Each Single Family Unit (but not the interior of the Residential Dwelling Unit) is hereby declared to be subject to an easement and right to and in favor of the Association and Village and each and all of its employees, agents and instrumentalities to go upon such Single Family Unit for reasonable inspection thereof from time to time and for the purpose of carrying out any and all of the obligations and functions with respect to such Single Family Unit (but not the interior of the Residential Dwelling Unit) and the Single Family Unit located thereon as are herein imposed upon or permitted to the Association. Each Single Family Unit is further declared to be subject to an easement in favor of any adjoining Single Family Unit to the extent and only to the extent necessary to permit the maintenance, supply, repair, and servicing of utility services to the various Single Family Units located thereon, if any.

9.16 The Owner of each Single Family Unit shall from time to time grant such additional easements and rights over, across, on, under and upon his Single Family Unit as may be reasonably necessary in connection with the supply of any of the utilities described in Article 4 hereof to any part of the Property.

9.17 The Board may adopt such other rules and regulations from time to time governing the use and enjoyment of the Common Area and the use of the Single Family Units as the Board, in its sole discretion, deems appropriate or necessary.

Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

9.18 Subject to applicable Village ordinances, parking areas and driveways shall be used for parking operable automobiles and private vans only and shall not be used for campers, recreational vehicles, trucks, buses, motorcycles, trailers, commercial vans, snowmobiles, boats, vehicles with lettering or signs or for any other purpose. The Board may authorize such vehicles parked in violation of this provision to be towed away and any such towing charge shall become a lien upon the Single Family Unit of the owner of the vehicle in the same manner as provided in Article 6 hereof for nonpayment of maintenance assessments. All parking areas located in the Common Area and not serving exclusively a Single Family Unit shall be restricted to guest parking only by the posting of appropriate signage.

9.19 The Common Area is hereby subjected to a permanent easement appurtenant to any adjoining Single Family Unit and any adjoining portion of the Common Area, as applicable, to permit the construction, existence, maintenance, repair and restoration of structures located on such adjoining portion of the Common Area, including roof structures which overhang and encroach upon the Common Area provided that the construction of such structure is permitted and approved as elsewhere herein provided. The owner of the dominant tenement shall have the right, at all reasonable times, to enter the easement area in order to maintain, repair and restore any improvements located on the dominant tenement; provided, however, that such entry shall be allowed only during daylight hours and with the prior knowledge of the owner of the servient tenement. In case of emergency, such right of entry shall be immediate, not restricted as to time and not be conditioned upon prior knowledge of the owner of the servient tenement. The owner of the servient tenement shall not place any improvement, material or obstacle in or over the easement area on the servient tenement which would unreasonably interfere with the rights of the owner of the dominant tenement granted by this Section 9.19. Any such improvement, material or obstacle shall be promptly removed by the owner of the servient tenement at that owner's expense when requested by the owner of the dominant tenement or Declarant notwithstanding any lapse of time since such improvements, material or other obstacle was placed in or over the easement area.

9.20 No building, wall or other structure or landscaping shall be commenced, erected or maintained upon the Property except such as are installed or approved by the Developer in connection with the initial construction of the Single Family Units upon the Property, nor shall any exterior addition to or change or alteration or, in the event of a casualty loss, any restoration made to the exterior portion of any Single Family Unit, therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same, and the grading plan and landscape plan shall have been submitted in writing as to harmony of external design and location in relation to surrounding structures and topography to an architectural committee of three (3) or more persons appointed by the Board which committee shall refer their recommendation to the Board for the Board's approval. In the event the Board fails to approve or disapprove such design and location within forty (40) days after said plans and specifications have been submitted to it; or in the event no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, express approval will not be required and the terms and conditions contained in this Section 9.20 shall be deemed to have been fully complied with. Any work performed in accordance with this Section 9.20 shall be undertaken only upon the issuance of any appropriate permit by the Village.

Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

9.21 Until such time as title to any Single Family Unit is conveyed to a bona fide purchaser, the Declarant reserves the right to lease such Single Family Units upon such terms and conditions as the Declarant may, in its sole discretion, approve.

ARTICLE 10

MISCELLANEOUS

10.1 The Association, the Village or any Owner, their successors or assigns, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, easements, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Any Owner found to be in violation by a court of competent jurisdiction of any of the foregoing shall also be liable for reasonable attorneys' fees incurred by the Association or the Village in prosecuting such action. The amount of such attorneys' fees together with court costs, if unpaid, shall constitute an additional lien against the defaulting Owner's lot, enforceable as other liens herein established. Failure by the Association, the Village or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association shall use its best efforts to assist the Village in connection with the enforcement of any provisions hereunder, the violation of which shall also be considered a violation of any applicable Village ordinance.

10.2 Invalidation of any of these covenants or restrictions by judgment or order shall in no way affect any other provisions which shall remain in full force and effect.

10.3 The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, the Village, the Owner of any Single Family Unit subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, subject to amendment as hereinafter set forth. The covenants and restrictions of this Declaration may be amended during the first fifty (50) year period or within any successive ten (10) year period by an instrument signed by those Members (Class A and Class B) entitled to cast seventy-five percent (75%) of the total votes as provided in Article 3, Section 3.1 hereof and then properly recorded; provided, however, that, except as set forth in Section 10.17(iv) below, no Material Amendment to this Declaration, the By-Laws or the Association's articles of incorporation shall be effective unless approval thereof is obtained from Eligible Mortgage Holders representing at least fifty-one percent (51%) of the Single Family Units and Single Family Units that are subject to mortgages held by Eligible Mortgage Holders and no amendment may affect the rights of the Village without first obtaining the consent of the Village. These covenants and restrictions may also be cancelled or amended by an instrument signed by sixty percent (60%) of Owners executed and recorded within ninety (90) days of the expiration of any successive ten (10) year period, such cancellation or amendment to be effective on the date of commencement of the ten (10) year period in question; provided, however, that no termination or alteration of the legal status of the Association or the Property for reasons other than substantial destruction or condemnation of the Property shall be effective unless approval thereof is obtained from Eligible Mortgage Holders representing at least sixty-seven percent (67%) of the Single Family Units that are subject to mortgages held by Eligible Mortgage Holders. Any instrument executed pursuant to the provisions contained in this Section

Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

10.3 shall be filed for record in the Recorder's Office and a true, complete copy of such instrument promptly shall be transmitted to each Owner.

10.4 If and to the extent that any of the covenants would otherwise be unlawful or void for violation of (a) the rule against perpetuities, (b) the rule restricting restraints on alienation, or (c) any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time for which such covenants may be valid, then the provision concerned shall continue and endure only after the expiration of a period of twenty-one (21) years after the death of the last to survive of the class of persons consisting of all of the lawful descendants of E. L. Doctorow, American author, and Michael Keller Ditka, former coach of the Chicago Bears football team, living at the date of this Declaration.

10.5 Any notices required under the provisions of this Declaration to be sent to any member, Owner, or to any holder, insurer or guarantor of a first mortgage secured by any portion of the Property shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of such Member, Owner or holder, insurer or guarantor as it appears on the records of the Association at the time of such mailing.

10.6 If at any time or times the Board shall deem it necessary or advisable to rerecord this Declaration or any part hereof in the Recorder's Office in order to avoid the expiration hereof or of any of the covenants, easements, agreements or other provisions herein contained under any of the provisions of any applicable law or statute, they shall submit the matter to a meeting of the Members called upon not less than ten (10) days notice, and unless at such meeting at least two-thirds (2/3) of Members shall vote against such re-recording, the Association shall have, and is hereby granted, power to so re-record this Declaration or such part thereof, and such re-recording shall be binding upon all Owners of any part of the Property in every way and with all the full force and effect as though such action were taken by each of said Owners and the re-recorded document executed and acknowledged by each of them.

10.7 All the easements, rights, covenants, agreements, reservations, restrictions and conditions herein contained shall run with the land and shall inure to the benefit of and be binding upon Declarant and each subsequent holder of any interest in any portion of the Property and their grantees, heirs, successors, personal representatives and assigns with the same full force and effect for all purposes as though set forth at length in each and every conveyance of the Property or any part thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and covenants herein described shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees or trustees of such parcels as fully and completely as though said easements and covenants were fully recited and set forth in their entirety in such documents.

10.8 In amplification of and in addition to the provisions contained in Article 6, Section 6.6, in the event of any default of any Owner, the Association, all other Owners and the Village may and shall have all rights and remedies as shall otherwise be provided or permitted by law or in equity.

10.9 In the event that any part of any Single Family Unit (including any service walk or driveway appurtenant thereto) encroaches or shall hereafter encroach upon any part of the Common Area by no more than six (6) inches, valid easements for the maintenance of such encroachments are hereby established and shall exist so long as all or any part of the same shall remain standing;

Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

provided, however, that in no event shall a valid easement for any encroachment be created in favor of any Owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment by the other Owners of the Common Area or if it occurred due to the willful conduct of any Owner.

10.10 Declarant reserves to itself the right to re-record the Plat of Subdivision to correct any inaccuracies, errors or mistakes contained therein, subject to the prior review and approval of the Village.

10.11 Any aggrieved Owner may enforce the provisions of this Declaration, the By-Laws, or any rules and regulations promulgated by the Board, by an action at law or in equity against the defaulting Owner (or occupant of his Single Family Unit).

10.12 No Owner shall lease or rent his or her Single Family Unit for a term less than thirty (30) days. Every lease of a Single Family Unit shall be in writing and shall be made expressly subject to the requirements, rights, covenants, conditions, restrictions and easements of this Declaration and of the By-Laws.

10.13 The following provisions are intended for the benefit of each Eligible Mortgage Holder and to the extent, if at all, that any other provisions of this Declaration conflict with the following provisions, the provisions of this Section 10.13 shall control:

(1) upon request in writing to the Association identifying the name and address of the Eligible Mortgage Holder or the insurer or guarantor of a recorded first mortgage or trust deed on a Single Family Unit ("Insurer or Guarantor") and the unit number, the Association shall furnish each Eligible Mortgage Holder, Insurer or Guarantor a written notice of the default of any Owner's obligations under this Declaration which is not cured within thirty (30) days. Any Eligible Mortgage Holder of a Single Family Unit who comes into possession of the said Single Family Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure shall, to the extent permitted by law, take such property free of any claims for unpaid assessments or charges in favor of the Association against the mortgaged Single Family Unit which become due prior to (i) the date of the transfer of title or (ii) the date on which the holder comes into possession of the Single Family Unit, whichever occurs first.

(2) Upon request in writing, each Eligible Mortgage Holder, Insurer or Guarantor shall have the right:

(1) to examine current copies of this Declaration, the By-Laws, rules and regulations and the books and records of the Association during normal business hours;

(2) to receive, without charge and within a reasonable time after such request, an audited financial statement prepared by the Association at the end of each of its respective fiscal years;

(3) to receive written notices of all meetings of the Association and to designate a representative to attend all such meetings;

Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

(4) to receive written notice of any decision by the Association or Owners to make a Material Amendment to the Declaration, By-Laws or the articles of incorporation of the Association;

(5) to receive written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(6) to receive written notice of any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders; and

(7) to receive written notice of any condemnation or casualty loss that affects either a material portion of the Property or the Single Family Unit on which it holds, insures or guarantees the mortgage.

(3) No provision of this Declaration, the By-Laws or the articles of incorporation of the Association or any similar instrument pertaining to the Property or the Single Family Units therein shall be deemed to give an Owner or any other party priority over the rights of the Eligible Mortgage Holders pursuant to their mortgages in the case of distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of the Single Family Units, and/or the Common Area, or any portion thereof or interest therein. In such event, the Eligible Mortgage Holders, Insurers or Guarantors of the Single Family Units affected shall be entitled, upon specific written request, to timely written notice of any such loss.

(4) Upon specific written request to the Association, each Eligible Mortgage Holder, Insurer or Guarantor of a Single Family Unit shall be furnished notice in writing by the Association of any damage to or destruction or taking of the Common Area if such damage or destruction or taking exceeds Ten Thousand Dollars ($10,000.00), or if damages shall occur to a Single Family Unit in excess of One Thousand Dollars ($1,000.00), notice of such event shall also be given.

(5) If any Single Family Unit or portion thereof or the Common Area or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the Eligible Mortgage Holder, Insurer or Guarantor of said Single Family Unit will be entitled to timely written notice, upon specific written request, of any such proceeding or proposed acquisition and no provisions of any document will entitle the owner of a Single Family Unit or other party to priority over such Eligible Mortgage Holder with respect to the distribution to such Single Family Unit of the proceeds of any award or settlement.

10.14 The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first class detached single-family housing development.

Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

10.15 If all or any part of the Common Area only shall be taken through condemnation by any governmental authority having power so to do, the net proceeds of such taking shall be paid to and retained by the then owner of the Common Area subject, however, to the rights of the holders of first mortgage liens on the Single Family Units. If any part of the Property, including one or more Single Family Units shall be taken by one or more concurrent condemnation proceedings, the entire net proceeds of such taking or takings, including (without limitation) all proceeds received on account of such taking of any part of the Common Area, shall be divided equitably among, and retained by, the Owners of the Single Family Units wholly or partially taken in such condemnation proceedings, subject to the rights of the holders of first mortgage liens on the Single Family Units. If the effect of such condemnation shall be to isolate any part of the Property from the remainder of the Property, and if no residential structures shall then have been constructed or be situated within the portion of the Property so isolated, then all the Single Family Units lying wholly or partly within the portion of the Property so isolated shall be deemed to have been and shall be removed from and released from all of the terms and provisions of this Declaration and this Declaration shall be of no further force or effect with respect thereto. For purposes of this Section 10.15, the term "condemnation" shall include also any sale under threat of condemnation to any governmental authority having condemnation power.

10.16 Upon any dissolution of the Association, its assets shall be transferred to another homeowner's association having similar purposes.

10.17 Declarant reserves the right and power, to be exercised without the consent of any Owner or his Eligible Mortgage Holder, to record a special amendment ("Special Amendment") to this Declaration and to the Plat of Subdivision at any time and from time to time which causes this Declaration or the Plat of Subdivision (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public, or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Single Family Unit, (iii) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto, or (iv) notwithstanding that such change or modification could otherwise be considered a Material Amendment, to change or modify any of the terms or conditions of this Declaration and the Plat of Subdivision based upon Declarant's determination, made in good faith, that such change or modification is in the best interests of the Premises and is consistent with the intent and purposes of this Declaration and the Plat of Subdivision. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to a Special Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Single Family Unit, and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Declarant to vote in favor of, make, execute and record Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted under this Section 10.17 shall terminate at such time as the Declarant no longer holds or controls title to any Single Family Unit.

10.18 Each Owner shall notify the Association of the name and address of the Eligible Mortgage Holder relating to his respective Single Family Unit.

Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

10.19 Notwithstanding anything to the contrary contained in the Declaration (including, without limitation, Section 10.17(iv)), neither the Declarant nor the Association shall make any change or modification to this Declaration without the express prior written consent of the Village which amends the terms and provisions concerning: (i) the Village's right of entry onto and maintenance of the Property and its right to place liens thereon as provided in Section 4.4 above; (ii) the obligation of Declarant or the Association to own and maintain the non-dedicated portions of any storm water management facilities and drainage systems located on the Property; (iii) the obligation of the Association approval prior to seeking and obtaining the issuance of any appropriate permits or variations from the Village as set forth in Section 9.13 above; (iv) the obligation that Owners comply with all applicable ordinances, codes and regulations of the Village; and (v) the obligations of the Association as set forth in Section 4.4 and Section 4.12.

IN WITNESS WHEREOF, the said Declarant as aforesaid, and not individually, has caused its corporate seal to be affixed hereunto and has caused its name to be signed to these presents by its President and attested by its Secretary, this 1 day of MARCH, 2006

ATTEST:

By: _____
Its: Secretary

FIDELITY WES OF FAIRVIEW ESTATES, INC., an Illinois corporation

By: _____
Its: Pres.

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Joshua D. Ackerman a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Michael Demar the President and Greg Summers the Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President & Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth; and the said Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said Corporation, did affix the said corporate seal of said Corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1st day of March 2006.

My Commission Expires 11/26/06

_____
Notary Public

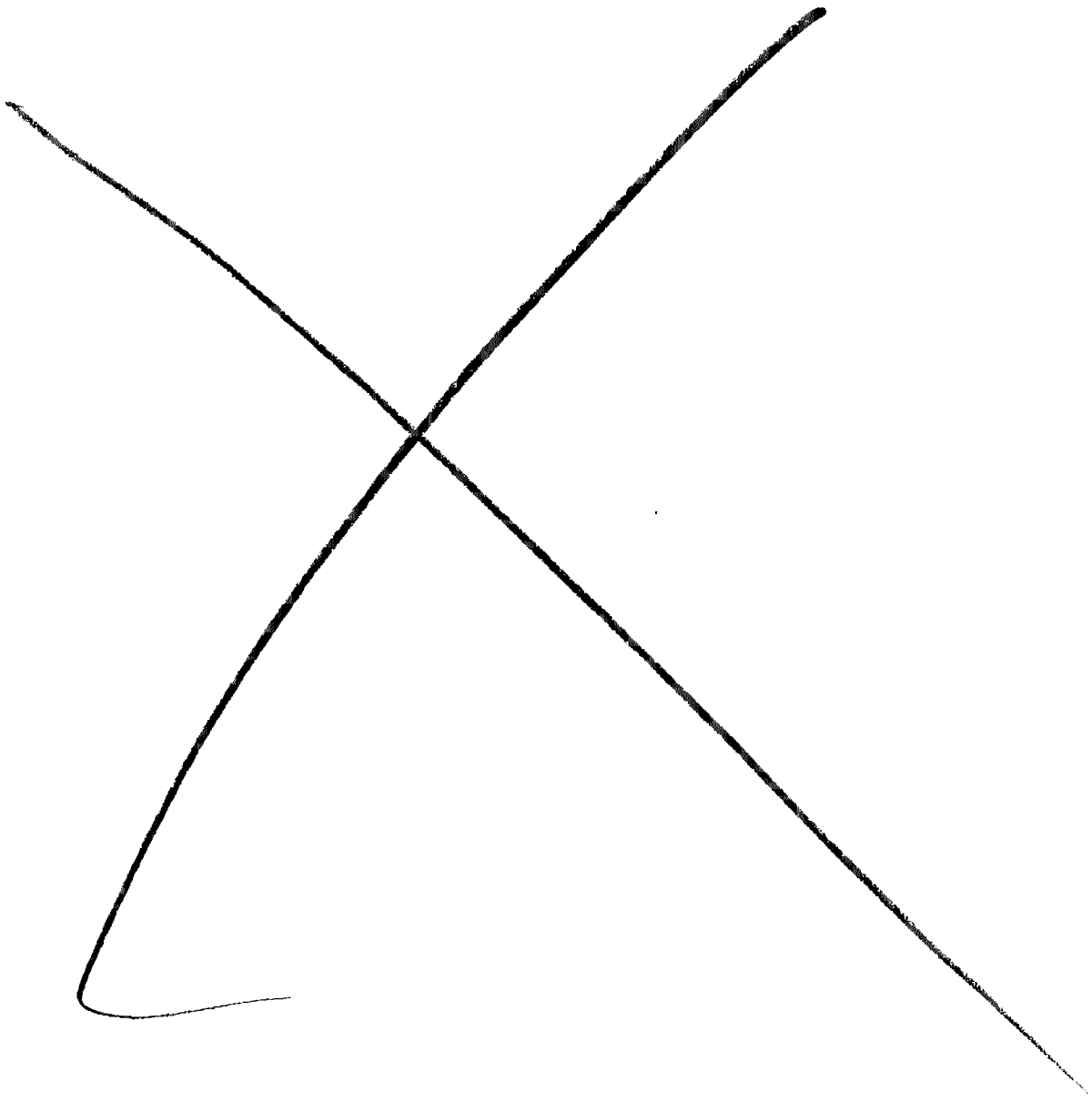
"OFFICIAL SEAL"
JOSHUA D. ACKERMAN
NOTARY PUBLIC STATE OF ILLINOIS
COMMISSION EXPIRES 11/26/06

Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

EXHIBIT A

THE PROPERTY

LOTS 1 AND 2 OF THE FAIRVIEW ESTATES SUBDIVISION, BEING THAT PART OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINICIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS RECORDED JULY 22, 2005 AS DOCUMENT 5821192



Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

EXHIBIT B

THE COMMON AREA

FAIRVIEW ESTATES - RETENTION PARCEL

THAT PART OF LOT 2 IN FAIRVIEW ESTATES; BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 2005 AS DOCUMENT NUMBER 5821192, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID FAIRVIEW ESTATES SUBDIVISION; THENCE SOUTH 89 DEGREES 36 MINUTES 56 SECONDS WEST, ALONG THE SOUTH LINE OF SAID FAIRVIEW ESTATES SUBDIVISION, A DISTANCE OF 13.00 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 15 SECONDS EAST, A DISTANCE OF 139.11 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE NORTHWESTERLY ALONG A CURVED LINE CONCAVED SOUTHWESTERLY HAVING A RADIUS OF 130.00 FEET, AN ARC DISTANCE OF 96.88 FEET (CHORD BEARS NORTH 21 DEGREES 33 MINUTES 13 SECODNDS WEST, A DISTANCE OF 94.65 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE NORTH 42 DEGREES 44 MINUTES 10 SECONDS WEST, A DISTANCE OF 5.00 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE NORTHWESTERLY ALONG A CURVED LINE CONCAVED SOUTHWESTERLY HAVING A RADIUS OF 92.00 FEET, AN ARC DISTANCE OF 29.37 FEET (CHORD BEARS NORTH 51 DEGREES 52 MINUTES 53 SECONDS WEST, A DISTANCE OF 29.24 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE NORTH 61 DEGREES 01 MINUTES 36 SECONDS WEST, A DISTANCE OF 75.91 FEET; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 200.00 FEET, AN ARC DISTANCE OF 51.44 FEET (CHORD BEARS SOUTH 14 DEGREES 40 MINUTES 16 SECONDS WEST, A DISTANCE OF 51.29 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE SOUTH 22 DEGREES 02 MINUTES 20 SECONDS WEST, A DISTANCE OF 41.82 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 80.00 FEET, AN ARC DISTANCE OF 15.74 FEET (CHORD BEARS SOUTH 16 DEGREES 24 MINUTES 12 SECONDS WEST, A DISTANCE OF 15.71 FEET) TO A POINT ON THE NORTH RIGHT OF WAY LINE OF MARY BELLE CIRCLE; THENCE WESTERLY ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID MARY BELLE CIRCLE BEING A CURVED LINE CONCAVED SOUTHERLY HAVING A RADIUS OF 55.00 FEET, AN ARC DISTANCE OF 10.64 FEET (CHORD BEARS SOUTH 80 DEGREES 51 MINUTES 30 SECONDS WEST, A DISTANCE OF 10.63 FEET); THENCE NORTH 10 DEGREES 37 MINUTES 25 SECONDS EAST, A DISTANCE OF 3.39 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 90.00 FEET, AN ARC DISTANCE OF 17.93 FEET (CHORD BEARS NORTH 16 DEGREES 19 MINUTES 52 SECONDS EAST, A DISTANCE OF 17.90 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE NORTH 22 DEGREES 02 MINUTES 20 SECONDS EAST, A DISTANCE OF 41.82 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 190.00 FEET, AN ARC DISTANCE OF 35.81 FEET (CHORD BEARS NORTH 16 DEGREES 38 MINUTES 22 SECONDS EAST, A DISTANCE OF 35.76 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE NORTH 11 DEGREES 14 MINUTES 24 SECONDS EAST, A DISTANCE OF 17.14 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 150.00 FEET, AN ARC DISTANCE OF 27.47 FEET

Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

(CHORD NORTH 16 DEGREES 29 MINUTES 11 SECONDS EAST, A DISTANCE OF 27.43 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE NORTH 21 DEGREES 43 MINUTES 58 SECONDS EAST, A DISTANCE OF 102.15 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 398.00 FEET, AN ARC DISTANCE OF 125.63 FEET (CHORD BEARS NORTH 12 DEGREES 41 MINUTES 24 SECONDS EAST, A DISTANCE OF 125.11 FEET) TO A POINT OF REVERSE CURVATURE IN SAID LINE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONCAVED SOUTHEASTELRY HAVING A RADIUS OF 90.00 FEET, AN ARC DISTANCE OF 36.62 FEET (CHORD BEARS NORTH 15 DEGREES 18 MINUTES 14 SECONDS EAST, A DISTANCE OF 36.37 FEET) TO A POINT OF REVERSE CURVATURE IN SAID LINE; THENCE NORTHEASTELRY ALONG A CURVED LINE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 65.00 FEET, AN ARC DISTANCE OF 30.99 FEET (CHORD BEARS NORTH 13 DEGREES 18 MINUTES 11 SECONDS EAST, A DISTANCE OF 30.69 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE NORTH 00 DEGREES 21 MINUTES 15 SECONDS WEST, A DISTANCE OF 10.47 FEET TO THE SOUTH RIGHT OF WAY LINE OF PAULINE AVENUE; THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS EAST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 59.01 FEET TO THE EAST LINE OF SAID FAIRVIEW ESTATES; THENCE SOUTH 00 DEGREES 02 MINUTES 15 SECONDS EAST, ALONG THE EAST LINE OF SAID FAIRVIEW ESTATES, A DISTANCE OF 609.98 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

FAIRVIEW ESTATES - FENCE PARCEL

THAT PART OF LOT 1 IN FAIRVIEW ESTATES; BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 2005 AS DOCUMENT NUMBER 5821192, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID FAIRVIEW ESTATES SUBDIVISION; THENCE SOUTH 89 DEGREES 36 MINUTES 56 SECONDS WEST, ALONG THE SOUTH LINE OF SAID FAIRVIEW ESTATES SUBDIVISION, A DISTANCE OF 519.18 FEET TO THE POINT OF BEGINNING OF THE SITE INTENDED TO BE DESCRIBED; THENCE CONTINUING SOUTH 89 DEGREES 36 MINUTES 56 SECONDS WEST, ALONG THE SOUTH LINE OF SAID FAIRVIEW ESTATES SUBDIVISION, A DISTANCE OF 26.15 FEET; THENCE NORTH 16 DEGREES 40 MINUTES 10 SECONDS EAST, 65.00 FEET SOUTHEASTELRY OF AND PARALLEL WITH THE CENTERLINE OF WEILAND ROAD, A DISTANCE OF 601.24 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONCAVED SOUTHEASTELRY HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 52.36 FEET (CHORD BEARS NORTH 46 DEGREES 40 MINUTES 10 SECONDS EAST, A DISTANCE OF 50.00 FEET); THENCE SOUTH 16 DEGREES 40 MINUTES 10 SECONDS WEST, 90.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH THE CENTERLINE OF SAID WEILAND ROAD, A DISTANCE OF 636.87 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

FAIRVIEW ESTATES - RECREATION PARCEL

THAT PART OF LOT 2 IN FAIRVIEW ESTATES; BEING A SUBDIVISION OF THE WEST HALF

Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 2005 AS DOCUMENT NUMBER 5821192, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID FAIRVIEW ESTATES SUBDIVISION; THENCE SOUTH 89 DEGREES 36 MINUTES 56 SECONDS WEST, ALONG THE SOUTH LINE OF SAID FAIRVIEW ESTATES SUBDIVISION, A DISTANCE OF 123.00 FEET TO THE POINT OF BEGINNING OF THE SITE INTENDED TO BE DESCRIBED; THENCE CONTINUING SOUTH 89 DEGREES 36 MINUTES 56 SECONDS WEST, ALONG THE SOUTH LINE OF SAID FAIRVIEW ESTATES, A DISTANCE OF 82.38 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 15 SECONDS WEST, A DISTANCE OF 72.09 FEET; THENCE NORTH 32 DEGREES 14 MINUTES 13 SECONDS EAST, A DISTANCE OF 12.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF MARY BELLE CIRCLE; THENCE EASTERLY ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID MARY BELLE CIRCLE, BEING A CURVED LINE CONCAVED NORTHELRY HAVING A RADIUS 55.00 FEET, AN ARC DISTANCE OF 50.30 FEET (CHORD BEARS SOUTH 83 DEGREES 57 MINUTES 55 SECONDS EAST, A DISTANCE OF 48.57 FEET); THENCE SOUTH 20 DEGREES 10 MINUTES 03 SECONDS EAST, A DISTANCE OF 81.58 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

EXHIBIT C

BY-LAWS OF FAIRVIEW ESTATES OF BUFFALO GROVE HOMEOWNERS ASSOCIATION

ARTICLE I

As stated in its Articles of Incorporation, the purposes of the corporation shall be to maintain, operate and manage a private residential subdivision and the improvements and common property located within said subdivision, all in Lake County, Illinois.

ARTICLE II

OFFICES

The corporation shall continuously maintain in the State of Illinois a registered office and a registered agent whose business office is identical with such registered office, and may have other offices within or without the state.

ARTICLE III

MEMBERS

SECTION 1 **MEMBERSHIP**. Every Owner of a Lot shall be a member of the Association without the right of withdrawal. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of such Lot shall be the sole qualification for membership.

SECTION 2 **VOTING RIGHTS**. Except as provided in that certain Fairview Estates of Buffalo Grove Declaration of Covenants, Conditions, Restrictions and Easements dated 3/10/06, 2006 (the "Declaration"), each Owner shall be entitled to one (1) vote for each Lot owned. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot except as otherwise provided in the Declaration.

SECTION 3 **TERMINATION OF MEMBERSHIP**. Upon the sale or transfer of a Lot, or the termination of a beneficial interest in any trust holding title to a lot, membership in the Association is terminated.

SECTION 4 **TRANSFER OF MEMBERSHIP**. Membership in this Association is not transferable or assignable from the transfer of title or the beneficial ownership of the trust holding title to the Lot.

ARTICLE IV

Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

MEETINGS OF MEMBERS

SECTION 1 **ANNUAL MEETING**. An annual meeting of the members shall be held on the third Monday of October of each year, beginning with the year 2006 for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If such day be a legal holiday, the meeting shall be held the next succeeding business day.

SECTION 2 **SPECIAL MEETING**. Special meetings of the members may be called either by the president, the Board of Directors, or not less than one-fourth of the members having voting rights.

SECTION 3 **PLACE OF MEETING**. The Board of Directors may designate any place within the Village of Buffalo Grove as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. If no designation is made or if a special meeting be otherwise called, the place of meeting shall be the registered office of the corporation in the State of Illinois.

SECTION 4 **NOTICE OF MEETINGS**. Written notice stating the place, date, and hour of any meeting of member shall be delivered to each member entitled to vote at such meeting not less than five nor more than forty days before the date of such meeting. In case of a special meeting or when required by statute or by these by-laws, the purpose for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the corporation, with postage thereon prepaid.

SECTION 5 **INFORMAL ACTION BY MEMBERS**. Any action required to be taken at a meeting of the members of the corporation, or any other action which may be taken at a meeting of members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all members entitled to vote with respect to the subject matter thereof.

SECTION 6 **QUORUM**. The members holding one-fourth of the votes which may be cast at a meeting, either in person or by proxy, shall constitute a quorum at such meeting. If a quorum is not present at any meeting of members, a majority of the members present may adjourn the meeting at any time without further notice. At any adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting; withdrawal of members from any meeting shall not cause failure of a duly constituted quorum at that meeting.

SECTION 7 **PROXIES**. Each member entitled to vote at a meeting of members or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for him by proxy, but no such proxy shall be voted or acted upon after eleven months from its date, unless the proxy provided for a longer period.

Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

ARTICLE V

BOARD OF DIRECTORS

SECTION 1 **GENERAL POWERS**. The business of the corporation shall be managed by or under the direction of its Board of Directors.

SECTION 2 **NUMBER, TENURE AND QUALIFICATIONS**. Except as otherwise set forth in the Declaration, the number of directors of the corporation shall be five (5) and shall serve until such time as the first annual meeting of the members. Each director shall hold office until the next annual meeting of members and until his successors shall have been elected and qualified.

Section 2.1 **Qualifications of Board**: For a period commencing on the date this Declaration is executed and ending upon the qualification of the directors elected at the initial meeting of voting members, the Developer shall have the right to designate and select the persons who shall serve as members of each Board or exercise the powers of the Board as provided herein and in accordance with the Declaration. Except for directors so designated by Developer, each member of the Board shall be one of the Owners and shall reside on a Lot; provided, however, that in the event an Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any designated agent of such corporation, partnership, trust or other legal entity, shall be eligible to serve as a member of the Board, so long as any such agent (other than a person designated by Developer) resides on a Lot.

Section 2.2 **Election of Directors**:

(1) The initial Board of Directors designated by the Developer shall consist of three (3) directors who shall serve without compensation. Such initial Board shall serve for a period commencing on the date this declaration is executed and ending upon the qualification of the Directors elected at the initial meeting of voting members. At the initial meeting held as provided, the voting members shall elect five (5) Board members who shall serve until the first annual meeting. In all elections for members of the Board, each voting member shall be entitled to vote on a non-cumulative voting basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. Each voting member shall be entitled to cast the number of votes specified in Section 3.3 hereof. Members of the Board elected at the initial meeting shall serve until the first annual meeting. At the first annual meeting five (5) Board members shall be elected. The three (3) persons receiving the highest number of votes at the first annual meeting shall be elected to the Board for a term of two (2) years, and the two (2) persons receiving the next highest number of votes, shall be elected to the Board for a term of one (1) year. The election and term of office as between candidates receiving the same number of votes shall be determined by Lot. Upon the expiration of the terms of office of the Board members so elected at the first annual meeting and thereafter, successors shall be elected for a term of one (1) year each. The voting members having at least two-thirds (2/3) of the total votes may from time to time increase or decrease the term of the office of Board members at any annual or special meeting, provided that such number shall not be less than five

Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

(5) and that the terms of at least one-third (1/3) of the persons on the Board shall expire annually. Vacancies in the Board, including vacancies due to any increase in the number of persons on the Board shall be filled by the majority vote of all remaining Board members. The Board shall act by majority vote of those present at its meetings when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt. A majority of the total number of members on the Board shall constitute a quorum.

(2) The Board shall elect from among its members a President who shall preside over both its meetings and those of the voting members and who shall be the chief executive officer of the Board and Association, a Vice President, a Secretary who shall keep minutes of all meetings, a Treasurer and such other officers as the Board shall see fit. Except for Directors designated by the Developer and Board member may be removed from office by the affirmative vote of voting members holding two-thirds (2/3) of the total votes.

Section 2.3 **Meetings of Voting Members**: (a) Meetings of the voting members shall be held at such places and times as shall be designated in any notice of a meeting by the Board. The presence in person or by proxy at any meeting of the voting members having a majority of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members at which a quorum is present upon the affirmative note of the voting members having a majority of the total votes present at such meeting. In the event that a quorum is not present at any meeting of the voting members, another meeting may be called by notice from the Board and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting; provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

(b) The initial meeting of voting members shall be held upon not less than ten (10) days written notice from the Developer. Such notice must be given no later than thirty (30) days following the Transfer Date (as defined in the Declaration), but such notice may, the discretion of the Developer, be given earlier. Thereafter, there shall be an annual meeting of the voting members as specified in Article IV, Section 1.

Section 2.4 **General Powers of the Board**: The Board shall have the following powers:

(a) To adopt reasonable rules and regulations governing the use, maintenance and administration of the Development (as defined in the Declaration) for the health, comfort, safety and general welfare of the Owners and occupants thereof.

(b) To enter upon, and to have its contractors, subcontractors and agents enter upon, any Lot as may be required to exercise all of the rights and obligations granted to or imposed upon it pursuant to this Declaration or to correct any condition that in the Board's judgment is a nuisance or is damaging to any Owner or occupant.

Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

(c) To enter into contracts, maintain one or more bank accounts (granting authority as the Board shall desire to one or more persons to draw upon such accounts), and generally, to have all the powers necessary and incidental to the operation and management of the Association.

(d) To take such action as may be required to enforce the provisions of this Declaration and the rules and regulations made hereunder.

(e) To take such action as may be necessary to promote the health, comfort, safety and general welfare of the owners.

(f) To exercise any and all powers, rights and authorities provided in the Illinois General Not-For-Profit Corporation Act.

SECTION 3 **REGULAR MEETINGS**. A regular meeting of the Board of Directors shall be held without other notice than these by-laws, immediately after, and at the same place as, the annual meeting of members. The Board of Directors may provide, by resolution, the time and place for holding of additional regular meetings of the board without other notice than such resolution.

SECTION 4 **SPECIAL MEETINGS**. Special meetings of the Board of Directors may be called by or at the request of the president or any two directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place for holding any special meeting of the Board of Directors called by them.

SECTION 5 **NOTICE**. Notice of any special meeting of the Board of Directors shall be given at least two (2) days previously thereto by written notice to each director at his address as shown by the records of the corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice is given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegram company. The attendance of a director at any meeting shall constitute a waiver of such notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these by-laws.

SECTION 6 **QUORUM**. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the board, provided that if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting at any time without further notice.

SECTION 7 **MANNER OF ACTING**. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by statute, these by-laws, or the articles of incorporation.

SECTION 8 **VACANCIES**. Any vacancy occurring in the Board of Directors or any directorship to be filled by reason of an increase in the number of directors shall be filled by the Board of Directors unless the articles of incorporation, a statute, or these by-laws provide that a

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vacancy or a directorship so created shall be filled in some other manner, in which case such provision shall control. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

SECTION 9 COMPENSATION. Directors shall not receive any stated salaries for their services, but by resolution of the Board of Directors a fixed sum and expenses of attendance, if any, may be allowed for each regular or special meeting of the board, provided that nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving reasonable compensation therefore.

ARTICLE VI

OFFICERS

SECTION 1 OFFICERS. The officers of the corporation shall be a president, one or more vice presidents (the number thereof to be determined by the Board of Directors), a treasurer, a secretary, and such assistant treasurers, assistant secretaries or other officers as may be elected by the Board of Directors. Officers whose authority and duties are not prescribed in these by-laws shall have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the offices of president and secretary.

SECTION 2 ELECTION AND TERM OF OFFICE. The officers of the corporation shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon as convenient thereafter. Vacancies may be filled or new offices created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Election of an officer shall not of itself create contract rights.

SECTION 3 REMOVAL. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interest of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

SECTION 4 PRESIDENT. The president shall be the principal executive officer of the corporation. Subject to the direction and control of the Board of Directors, he shall be in charge of the business and affairs of the corporation; he shall see that the resolutions and directives of the Board of Directors are carried into effect except in those instances in which that responsibility is specifically assigned to some other person by the Board of Directors; and, in general, the president shall discharge all duties incident to the office of president and such other duties as may be prescribed by the Board of Directors from time to time. The president shall preside at all meetings of the shareholders and of the Board of Directors. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the corporation or a different mode of execution is expressly prescribed by the Board of Directors or these by-laws, the president may execute for the corporation certificates for its shares, and any contracts, deeds, mortgages, bonds or other instruments which the Board of Directors has authorized to be executed, and the president may accomplish such execution either under or without the seal of the corporation and either

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individually or with the secretary, any assistant secretary, or any other officer thereunto authorized by the Board of Directors, according to the requirements of the form of the instrument. He may vote all securities which the corporation is entitled to vote except as and to the extent such authority shall be vested in a different officer or agent of the corporation by the Board of Directors.

SECTION 5 THE VICE PRESIDENT. The vice president (or in the event there is more than one vice president, each of the vice presidents) shall assist the president in the discharge of the president's duties as the president may direct and shall perform such other duties as from time to time may be assigned to the vice president by the president or by the Board of Directors. In the absence of the president or in the event of the president's inability or refusal to act, the vice president (or in the event there is more than one vice president, the vice presidents in the order designated by the Board of Directors, or by the president if the Board of Directors has not made such a designation, or in the absence of any designation, then in the order of seniority of tenure as vice president) shall perform the duties of the president and when so acting, shall have the powers of and be subject to all the restrictions upon the president. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the corporation or a different mode of execution is expressly prescribed by the Board of Directors or these by-laws, the vice president (or each vice president if there is more than one) may execute for the corporation certificates for its shares and any contracts, deeds, mortgages, bonds or other instruments which the Board of Directors has authorized to be executed, and the vice president may accomplish such execution either under or without the seal of the corporation and either individually or with the secretary, any assistant secretary, or any other officer thereunto authorized by the Board of Directors, according to the requirements of the form of the instrument.

SECTION 6 THE TREASURER. The treasurer shall be the principal accounting and financial officer of the corporation. The treasurer shall: (a) have charge of and be responsible for the maintenance of adequate books of account for the corporation; (b) have charge and custody of all funds and securities of the corporation, and be responsible therefor and for the receipt and disbursement thereof; and (c) perform all duties incident to the office of treasurer and such other duties as from time to time may be assigned to him by the president or by the Board of Directors. If required by the Board of Directors, the treasurer shall give a bond for the faithful discharge of the treasurer's duties in such sum and with such surety or sureties as the Board of Directors may determine.

SECTION 7 THE SECRETARY. The secretary shall: (a) record the minutes of the shareholders' meetings and of the Board of Directors' meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these by-laws or as required by law; (c) be custodian of the corporate records and of the seal of the corporation; (d) keep a register of the post office address of each shareholder which shall be furnished to the secretary by such shareholder; (e) sign with the president, or a vice president, or any other officer thereunto authorized by the Board of Directors, certificates for the shares of the corporation, the issue of which shall have been authorized by the Board of Directors, and any contracts, deeds, mortgages, bonds, or other instruments which the Board of Directors has authorized to be executed, according to the requirements of the form of the instrument, except when a different mode of execution is expressly prescribed by the Board of Directors or these by-laws; (f) have general charge of the stock transfer books of the corporation; (g) have authority to certify the by-laws, resolutions of the shareholders and Board of Directors and committees thereof, and other documents of the corporation as true and correct copies thereof, and (h) perform all duties incident

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to the office of secretary and such other duties as from time to time may be assigned to the secretary by the president or by the Board of Directors.

SECTION 8 ASSISTANT TREASURERS AND ASSISTANT SECRETARIES. The assistant treasurers and assistant secretaries shall perform such duties as shall be assigned to them by the treasurer or the secretary, respectively, or by the president or the Board of Directors. The assistant secretaries may sign with the president, or a vice president, or any other officer thereunto authorized by the Board of Directors, certificates for shares of the corporation, the issue of which shall have been authorized by the Board of Directors, and any contracts, deeds, mortgages, bonds, or other instruments which the Board of Directors has authorized to be executed, according to the requirements of the form of the instrument, except when a different mode of execution is expressly prescribed by the Board of Directors or these by-laws. The assistant treasurers shall respectively, if required by the Board of Directors, give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine.

ARTICLE VII

COMMITTEES

SECTION 1 COMMITTEES OF DIRECTORS. The Board of Directors, by resolution adopted by a majority of the directors in office, may designate on or more committees, including an architectural and landscape committee, each of which shall consist of two or more directors, which committees, to the extent provided in said resolution and not restricted by law, shall have and exercise the authority of the Board of Directors in the management of the corporation; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed upon it or him by law.

SECTION 2 OTHER COMMITTEES. Other committees not having and exercising the authority of the Board of Directors in the corporation may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be members of the corporation, and the president of the corporation shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the corporation shall be served by such removal.

SECTION 3 TERM OF OFFICE. Each member of a committee shall continue as such until the next annual meeting of the members of the corporation and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to quality as a member thereof.

SECTION 4 CHAIRMAN. One member of each committee shall be appointed chairman.

SECTION 5 VACANCIES. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

SECTION 6 QUORUM. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and

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the act of the majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

SECTION 7 RULES. Each committee may adopt rules for its own government not inconsistent with these by-laws or with rules adopted by the Board of Directors.

ARTICLE VIII

CONTRACTS, CHECKS, DEPOSITS, AND FUNDS

SECTION 1 CONTRACTS. The Board of Directors may authorize any officer or officers, agent or agents of the corporation, in addition to the officers so authorized by these by-laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation and such authority may be general or confined to specific instances.

SECTION 2 CHECKS, DRAFTS, ETC. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors, such instruments shall be signed by the treasurer or an assistant treasurer and countersigned by the president or a vice-president of the corporation.

SECTION 3 DEPOSITS. All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositaries as the Board of Directors may select.

SECTION 4 GIFTS. The Board of Directors may accept on behalf of the corporation any contribution, gift, bequest or, devise for the general purposes or for any special purpose of the corporation.

ARTICLE IX

BOOKS AND RECORDS

The corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board of Directors, and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the corporation may be inspected by any member, or his agent or attorney for any proper purpose at any reasonable time.

ARTICLE X

FISCAL YEAR

The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

ARTICLE XI

Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

ASSESSMENTS

SECTION 1

(1) Pursuant to Section 6.3 of the Declaration, the Board of Directors of the Association shall fix the amount of the annual assessment against each Lot for each annual assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner.

(2) Written notice of the assessment shall thereupon be delivered or mailed to every Owner subject thereto showing the amount or amounts and the due date or dates if the assessment is to be paid in installments.

(3) The Board of Directors shall, upon written demand, furnish to any Owner liable for said assessment, a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. A reasonable charge may be made by the board for the issuance of such certificates.

(4) If the board fails to fix amount of an assessment as provided in (a) above, each Owner shall be responsible for the payment of an amount equal to the assessment for the previous year.

SECTION 2 **DUTIES**. The board shall exercise all the power and privileges and perform all of the duties and obligations of the Association, and shall provide for, collect and shall pay for out of the assessments funds as is necessary.

SECTION 3 **EFFECT OF NON-PAYMENT OF ASSESSMENT; THE PERSONAL OBLIGATION OF THE OWNER; THE LIEN; REMEDIES OF THE ASSOCIATION**. If any assessment or part thereof is not paid within thirty (30) days after the due date, the total unpaid amount of all installments of such assessment shall immediately become due and payable and shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum. The total unpaid amount of all such installments and interest thereon shall constitute a lien on the interest of the Lot of the Owner personally obligated to pay the same and upon the recording of notice thereof by the Board of Directors of the Association shall be a lien upon such Owner's interest in the Lot. The Association may, at its election, bring an action at law or in equity against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the property subject thereto and there shall be added to the amount of such assessment the costs of preparing and filing the complaint (including reasonable attorneys' fees) in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys' fees to be fixed by the court, together with the costs of the action. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Property or of his Lot. Notwithstanding the foregoing, the first mortgage encumbrance owned or held by a bank, insurance company, or savings and loan association, or other person or entity engaged in the business of making real estate loans, recorded against the interest of such Owner prior to the date such notice is recorded, which by law would be a

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lien thereon prior to subsequently recorded encumbrances, shall have priority, except as to the amount of assessments which become due payable from and after the date on which the said mortgage owner or holder either takes up possession of the Lot, accepts a conveyance of any interest therein (other than as security) or files a suit to foreclose its mortgage.

ARTICLE XII

WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the General Not-For-Profit Corporation Act of Illinois or under the provisions of the articles of incorporation or the by-laws of the corporation, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XIII

AMENDMENTS

The power to alter, amend, or repeal the by-laws or adopt new by-laws shall be vested in the Board of Directors unless otherwise provided in the articles of incorporation or the by-laws. Such action may be taken at a regular or special meeting for which written notice of the purpose shall be given. The by-laws may contain any provisions for the regulation and management of the affairs of the corporation not inconsistent with law or the articles of incorporation.

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EXHIBIT D

FAIRVIEW ESTATES STORMWATER MANAGEMENT SYSTEM MAINTENANCE PLAN

Purpose and Objective:
Adequate drainage must be maintained to keep water away from the roadway, residences and common areas.

Responsibilities:
The Fairview Estates of Buffalo Grove Homeowners Association ("Association") shall be responsible for the maintenance of the stormwater maintenance system.

Maintenance Considerations:
Cleaning, maintaining and repairing ("maintenance") of stormwater inlets, overland flow routes, swales outflow pipes and the areas around each of these elements is particularly important because these elements are not visually obvious. If these elements become clogged, then water may flood the pavement surface and may cause extensive erosion damage or water flow blockage.

Cost Considerations:
All maintenance costs shall be paid by or on behalf of the Fairview Estates of Buffalo Grove Homeowner's Association. The Association shall keep records of all maintenance costs in order to determine typical annual costs that would be the basis for the annual maintenance fund. The maintenance provisions, as set forth herein, may need to be adjusted based on site specific experiences.

Maintenance of Drainage System:
The Association shall insure that frequent walk-through inspections are conducted to see if any obstructions are present including garbage, wood, branches, cut grass, dirt, leaves, etc. Remember that these drainage structures can only operate as designed if they are properly maintained.

Vegetative Growth:
One of the most common maintenance problems is that of dying vegetation. The Association shall determine the cause of any problem and correct it either by modifying the environment so the selected vegetation can grow or changing the type of vegetation planted to meet environmental requirements.

Portions of the site have been planted with native vegetation. Native vegetation is not like turf grass and should be maintained as follows:

- Do not mow frequently. Mowing should be conducted either in early spring to control invasive vegetation before the desired native species are growing, or in the fall after native vegetation has flowered and gone to seed. DO NOT MOW NATIVE VEGETATION WHILE IT IS FLOWERING.
- Use periodic controlled burns to help maintain the health of the native vegetation. Do not attempt controlled burns without professional assistance.
- Fertilizer and pesticide usage is NOT normally required.
- Always re-seed or re-plant using the same mix as originally permitted.

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Pest Control:
The most common pest in stormwater management facilities are mosquitos. Poorly designed stormwater management facilities can result in stagnant water in which mosquitoes lay their eggs. Mosquito populations can be reduced by the following measures:

- Ensure that standing water is drained within 72-hours
- Maintain flowing or moving water conditions (aerators and fountains may help)
- Encourage natural mosquito predators, such as dragonflies, by maintaining native vegetation along waterlines
- Populate standing water bodies (i.e. detention ponds) with mosquito fish or fathead minnows to eat the mosquito larva.

Record Keeping:
Distinct records shall be maintained by the Homeowners Association to record the specific activities and costs of implementing the maintenance plan. The records shall include the dates of maintenance visits and the specific work performed.

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Long Term Maintenance Program – Significant Elements and Aspects

Stormwater Conveyance Elements	Periodic Inspection	Significant Aspects
Grassy areas - Swales	Seed or Sod	5 year intervals
Erosion Prone Areas	Ditch Checks to reduce flow velocities or plant native vegetation	Plant as required
Grassy areas	Groom Seed	Annually 5 year intervals
Tree Trimming	Cut back	5 year intervals
Native Vegetation Areas	Controlled Burn	2 to 3 year intervals
Swales, Outfalls, Detention Ponds	Remove Siltation, Re-seed, & Restore Riprap	5 year intervals

Short Term Maintenance Program – Significant Elements and Aspects

Stormwater Conveyance Elements	Periodic Inspection	Significant Aspects	Repair Work
General – All Areas	March through November	Disturbed surface areas	Seed Area with grass or native vegetation
Residential Lot Areas	Weekly	Floatable items that could wash into stormwater system	Dispose of Refuse
Swales on site	March & June & October	Branches & Leaves/Trash	Collect & Dispose
Emergency Outflow	March through November	Branches & Leaves/Trash Pipe Condition	Collect & Dispose Repair/Replace
Stormwater Inlets	March & June & October	Branches & Leaves/Trash Manhole Condition	Collect & Dispose Repair/Replace
Stormwater Storage Area	March, June, July, Aug., Sept., Oct., & Nov.	Mow non-native vegetation	Remove/Dispose Refuse/Grass clippings

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EXHIBIT E

DEPICTION OF SINGLE FAMILY UNITS
(oversize document)

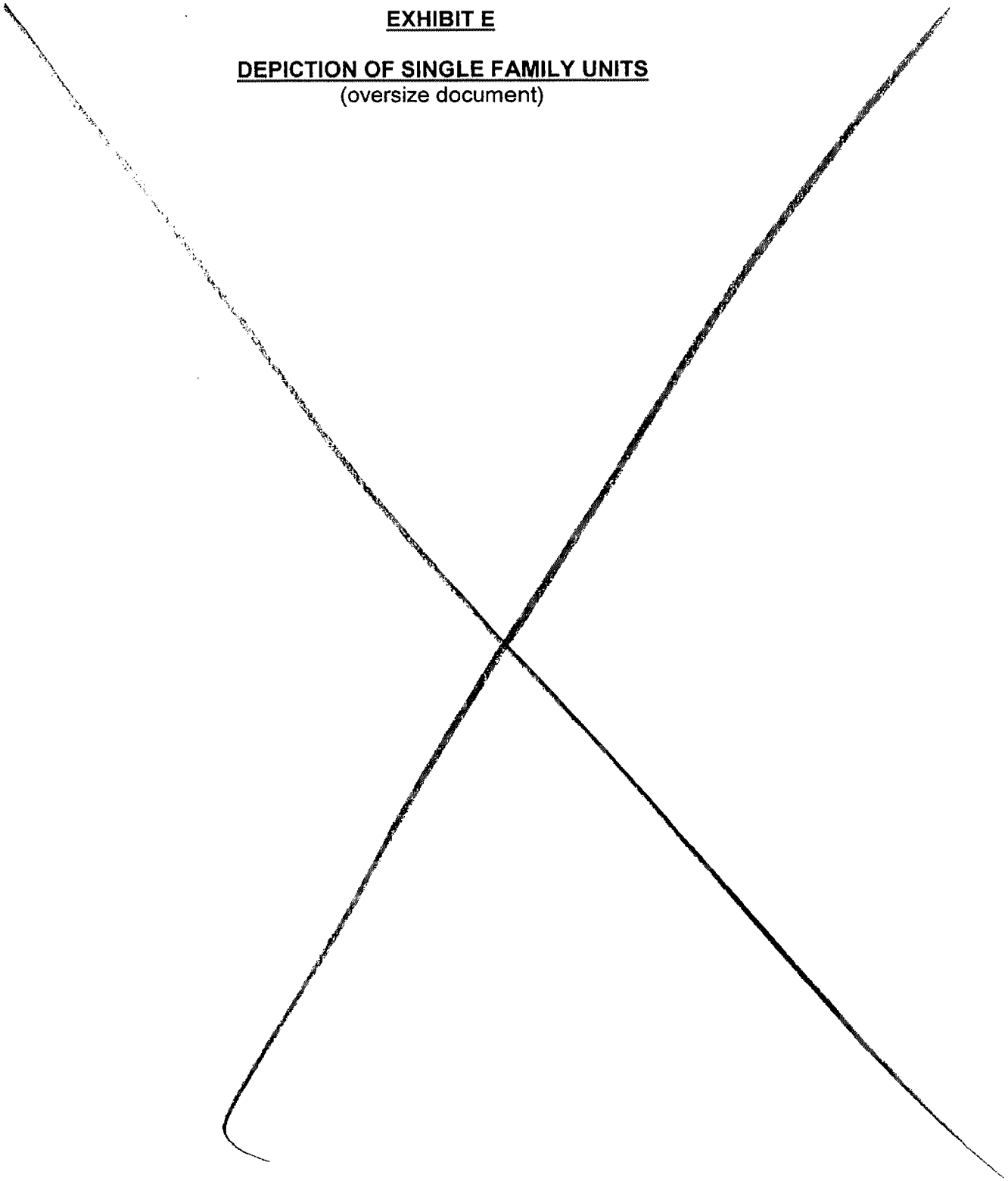

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EXHIBIT F

SINGLE FAMILY UNIT LEGAL DESCRIPTIONS

SINGLE FAMILY UNIT 1:
THAT PART OF LOT 1 IN FAIRVIEW ESTATES; BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 2005 AS DOCUMENT NUMBER 5821192, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF PAULINE AVENUE WITH THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 33 (AFORESAID LINE ALSO BEING THE EAST LINE OF SAID SUBDIVISION); THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 236.61 FEET TO THE WEST RIGHT OF WAY LINE OF RAYMOND ROAD AND POINT OF BEGINNING OF THE SITE INTENDED TO BE DESCRIBED; THENCE SOUTH 00 DEGREES 21 MINUTES 15 SECONDS EAST, ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 15.18 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHWESTERLY ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, BEING A CURVED LINE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 250.00 FEET, AN ARC DISTANCE OF 54.54 FEET (CHORD BEARS SOUTH 05 DEGREES 53 MINUTES 45 SECONDS WEST, A DISTANCE OF 54.43 FEET); THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, 69.29 FEET SOUTH OF AND PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 114.39 FEET; THENCE NORTH 16 DEGREES 40 MINUTES 10 SECONDS EAST, PARALLEL WITH THE CENTERLINE OF WEILAND ROAD, A DISTANCE OF 71.13 FEET; THENCE NORTHEASTERLY ALONG A CURVED LINE CONCAVED SOUTHERLY HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 11.32 FEET (CHORD BEARS NORTH 83 DEGREES 09 MINUTES 28 SECONDS EAST, A DISTANCE OF 11.30 FEET) TO A POINT OF TANGENCY IN SAID LINE AND ALSO BEING THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE; THENCE NORTH 89 DEGREES 38 MINUTES 45 SECONDS EAST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 88.27 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

SINGLE FAMILY UNIT 2:
THAT PART OF LOT 1 IN FAIRVIEW ESTATES; BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 2005 AS DOCUMENT NUMBER 5821192, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF PAULINE AVENUE WITH THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 33 (AFORESAID LINE ALSO BEING THE EAST LINE OF SAID SUBDIVISION); THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 236.61 FEET TO THE WEST RIGHT OF WAY LINE OF RAYMOND ROAD; THENCE SOUTH 00 DEGREES 21 MINUTES 15 SECONDS EAST, ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 15.18 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHWESTERLY ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, BEING A CURVED LINE CONCAVED

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NORTHWESTERLY HAVING A RADIUS OF 250.00 FEET, AN ARC DISTANCE OF 54.54 FEET (CHORD BEARS SOUTH 05 DEGREES 53 MINUTES 45 SECONDS WEST, A DISTANCE OF 54.43 FEET) TO THE POINT OF BEGINNING OF THE SITE INTENDED TO BE DESCRIBED; THENCE CONTINUING SOUTHWESTERLY ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, BEING A CURVED LINE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 250.00 FEET, AN ARC DISTANCE OF 30.62 FEET (CHORD BEARS SOUTH 15 DEGREES 39 MINUTES 19 SECONDS WEST, A DISTANCE OF 30.61 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE SOUTH 19 DEGREES 09 MINUTES 53 SECONDS WEST, A DISTANCE OF 23.20 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, 95.58 FEET SOUTH OF AND PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 113.90 FEET; THENCE NORTH 16 DEGREES 40 MINUTES 11 SECONDS WEST, PARALLEL WITH THE CENTERLINE OF WEILAND ROAD, A DISTANCE OF 53.64 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 45 SECONDS EAST, PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF PAULINE AVENUE, A DISTANCE OF 114.39 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

SINGLE FAMILY UNIT 3:
THAT PART OF LOT 1 IN FAIRVIEW ESTATES; BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 2005 AS DOCUMENT NUMBER 5821192, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF PAULINE AVENUE WITH THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 33 (AFORESAID LINE ALSO BEING THE EAST LINE OF SAID SUBDIVISION); THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 236.61 FEET TO THE WEST RIGHT OF WAY LINE OF RAYMOND ROAD; THENCE SOUTH 00 DEGREES 21 MINUTES 15 SECONDS EAST, ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 15.18 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHWESTERLY ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, BEING A CURVED LINE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 250.00 FEET, AN ARC DISTANCE OF 85.17 FEET (CHORD BEARS SOUTH 09 DEGREES 24 MINUTES 19 SECONDS WEST, A DISTANCE OF 84.76 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE SOUTH 19 DEGREES 09 MINUTES 53 SECONDS WEST, ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 23.20 FEET TO THE POINT OF BEGINNING OF THE SITE INTENDED TO BE DESCRIBED; THENCE CONTINUING SOUTH 19 DEGREES 09 MINUTES 53 SECONDS WEST, ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 54.42 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, ALONG A LINE 171.87 FEET SOUTH OF AND PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF SAID PAULINA AVENUE, A DISTANCE OF 111.43 FEET; THENCE NORTH 16 DEGREES 40 MINUTES 10 SECONDS EAST, PARALLEL WITH THE CENTERLINE OF WEILAND ROAD, A DISTANCE OF 53.64 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 45 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF SAID PAULINE AVENUE, A DISTANCE OF 113.90 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

SINGLE FAMILY UNIT 4:
THAT PART OF LOT 1 IN FAIRVIEW ESTATES; BEING A SUBDIVISION OF THE WEST HALF

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OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 2005 AS DOCUMENT NUMBER 5821192, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF PAULINE AVENUE WITH THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 33 (AFORESAID LINE ALSO BEING THE EAST LINE OF SAID SUBDIVISION); THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 236.61 FEET TO THE WEST RIGHT OF WAY LINE OF RAYMOND ROAD; THENCE SOUTH 00 DEGREES 21 MINUTES 15 SECONDS EAST, ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 15.18 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHWESTERLY ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, BEING A CURVED LINE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 250.00 FEET, AN ARC DISTANCE OF 85.17 FEET (CHORD BEARS SOUTH 09 DEGREES 24 MINUTES 19 SECONDS WEST, A DISTANCE OF 84.76 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE SOUTH 19 DEGREES 09 MINUTES 53 SECONDS WEST, ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 77.62 FEET TO THE POINT OF BEGINNING OF THE SITE INTENDED TO BE DESCRIBED; THENCE CONTINUING SOUTH 19 DEGREES 09 MINUTES 53 SECONDS WEST, ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 54.42 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF SAID PAULINA AVENUE, A DISTANCE OF 108.95 FEET; THENCE NORTH 16 DEGREES 40 MINUTES 10 SECONDS EAST, PARALLEL WITH THE CENTERLINE OF WEILAND ROAD, A DISTANCE OF 53.64 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 45 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF SAID PAULINE AVENUE, A DISTANCE OF 111.43 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

SINGLE FAMILY UNIT 5:

THAT PART OF LOT 1 IN FAIRVIEW ESTATES; BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 2005 AS DOCUMENT NUMBER 5821192, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF PAULINE AVENUE WITH THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 33 (AFORESAID LINE ALSO BEING THE EAST LINE OF SAID SUBDIVISION); THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 236.61 FEET TO THE WEST RIGHT OF WAY LINE OF RAYMOND ROAD; THENCE SOUTH 00 DEGREES 21 MINUTES 15 SECONDS EAST, ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 15.18 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHWESTERLY ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, BEING A CURVED LINE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 250.00 FEET, AN ARC DISTANCE OF 85.17 FEET (CHORD BEARS SOUTH 09 DEGREES 24 MINUTES 19 SECONDS WEST, A DISTANCE OF 84.76 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE SOUTH 19 DEGREES 09 MINUTES 53 SECONDS WEST, ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 132.04 FEET TO THE POINT OF BEGINNING OF THE SITE INTENDED TO BE DESCRIBED; THENCE CONTINUING SOUTH 19 DEGREES 09 MINUTES 53 SECONDS

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WEST, ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 54.42 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF SAID PAULINA AVENUE, A DISTANCE OF 106.47 FEET; THENCE NORTH 16 DEGREES 40 MINUTES 10 SECONDS EAST, PARALLEL WITH THE CENTERLINE OF WEILAND ROAD, A DISTANCE OF 53.64 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 45 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF SAID PAULINE AVENUE, A DISTANCE OF 108.95 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

SINGLE FAMILY UNIT 6:
THAT PART OF LOT 1 IN FAIRVIEW ESTATES; BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 2005 AS DOCUMENT NUMBER 5821192, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF PAULINE AVENUE WITH THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 33 (AFORESAID LINE ALSO BEING THE EAST LINE OF SAID SUBDIVISION); THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 236.61 FEET TO THE WEST RIGHT OF WAY LINE OF RAYMOND ROAD; THENCE SOUTH 00 DEGREES 21 MINUTES 15 SECONDS EAST, ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 15.18 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHWESTERLY ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, BEING A CURVED LINE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 250.00 FEET, AN ARC DISTANCE OF 85.17 FEET (CHORD BEARS SOUTH 09 DEGREES 24 MINUTES 19 SECONDS WEST, A DISTANCE OF 84.76 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE SOUTH 19 DEGREES 09 MINUTES 53 SECONDS WEST, ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 186.46 FEET TO THE POINT OF BEGINNING OF THE SITE INTENDED TO BE DESCRIBED; THENCE CONTINUING SOUTH 19 DEGREES 09 MINUTES 53 SECONDS WEST, ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 36.80 FEET; THENCE SOUTH 17 DEGREES 07 MINUTES 11 SECONDS WEST, ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 17.41 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF SAID PAULINA AVENUE, A DISTANCE OF 104.65 FEET; THENCE NORTH 16 DEGREES 40 MINUTES 10 SECONDS EAST, PARALLEL WITH THE CENTERLINE OF WEILAND ROAD, A DISTANCE OF 53.64 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 45 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF SAID PAULINE AVENUE, A DISTANCE OF 106.47 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

SINGLE FAMILY UNIT 7:
THAT PART OF LOT 1 IN FAIRVIEW ESTATES; BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED

JULY 22, 2005 AS DOCUMENT NUMBER 5821192, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF PAULINE AVENUE WITH THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 33 (AFORESAID LINE ALSO BEING THE EAST LINE OF SAID SUBDIVISION); THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 236.61 FEET TO THE WEST RIGHT OF WAY LINE OF RAYMOND ROAD; THENCE SOUTH 00 DEGREES 21 MINUTES 15 SECONDS EAST, ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 15.18 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHWESTERLY ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, BEING A CURVED LINE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 250.00 FEET, AN ARC DISTANCE OF 85.17 FEET (CHORD BEARS SOUTH 09 DEGREES 24 MINUTES 19 SECONDS WEST, A DISTANCE OF 84.76 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE SOUTH 19 DEGREES 09 MINUTES 53 SECONDS WEST, ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 223.26 FEET; THENCE CONTINUING SOUTH 19 DEGREES 09 MINUTES 53 SECONDS WEST, ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 17.41 FEET TO THE POINT OF BEGINNING OF THE SITE INTENDED TO BE DESCRIBED; THENCE CONTINUING SOUTH 17 DEGREES 07 MINUTES 11 SECONDS WEST, ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 53.77 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF SAID PAULINA AVENUE, A DISTANCE OF 104.21 FEET; THENCE NORTH 16 DEGREES 40 MINUTES 10 SECONDS EAST, PARALLEL WITH THE CENTERLINE OF WEILAND ROAD, A DISTANCE OF 53.64 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 45 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF SAID PAULINE AVENUE, A DISTANCE OF 104.65 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

SINGLE FAMILY UNIT 8:

THAT PART OF LOT 1 IN FAIRVIEW ESTATES; BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 2005 AS DOCUMENT NUMBER 5821192, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF PAULINE AVENUE WITH THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 33 (AFORESAID LINE ALSO BEING THE EAST LINE OF SAID SUBDIVISION); THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 236.61 FEET TO THE WEST RIGHT OF WAY LINE OF RAYMOND ROAD; THENCE SOUTH 00 DEGREES 21 MINUTES 15 SECONDS EAST, ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 15.18 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHWESTERLY ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, BEING A CURVED LINE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 250.00 FEET, AN ARC DISTANCE OF 85.17 FEET (CHORD BEARS SOUTH 09 DEGREES 24 MINUTES 19 SECONDS WEST, A DISTANCE OF 84.76 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE SOUTH 19 DEGREES 09 MINUTES 53 SECONDS WEST, ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 223.26 FEET; THENCE CONTINUING SOUTH 19 DEGREES 09 MINUTES 53 SECONDS WEST, ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND

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ROAD, A DISTANCE OF 71.18 FEET TO THE POINT OF BEGINNING OF THE SITE INTENDED TO BE DESCRIBED; THENCE CONTINUING SOUTH 17 DEGREES 07 MINUTES 11 SECONDS WEST, ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 53.77 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF SAID PAULINA AVENUE, A DISTANCE OF 103.77 FEET; THENCE NORTH 16 DEGREES 40 MINUTES 10 SECONDS EAST, PARALLEL WITH THE CENTERLINE OF WEILAND ROAD, A DISTANCE OF 53.64 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 45 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF SAID PAULINE AVENUE, A DISTANCE OF 104.21 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

SINGLE FAMILY UNIT 9:
THAT PART OF LOT 1 IN FAIRVIEW ESTATES; BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 2005 AS DOCUMENT NUMBER 5821192, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF PAULINE AVENUE WITH THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 33 (AFORESAID LINE ALSO BEING THE EAST LINE OF SAID SUBDIVISION); THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 236.61 FEET TO THE WEST RIGHT OF WAY LINE OF RAYMOND ROAD; THENCE SOUTH 00 DEGREES 21 MINUTES 15 SECONDS EAST, ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 15.18 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHWESTERLY ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, BEING A CURVED LINE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 250.00 FEET, AN ARC DISTANCE OF 85.17 FEET (CHORD BEARS SOUTH 09 DEGREES 24 MINUTES 19 SECONDS WEST, A DISTANCE OF 84.76 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE SOUTH 19 DEGREES 09 MINUTES 53 SECONDS WEST, ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 223.26 FEET; THENCE CONTINUING SOUTH 19 DEGREES 09 MINUTES 53 SECONDS WEST, ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 124.95 FEET TO THE POINT OF BEGINNING OF THE SITE INTENDED TO BE DESCRIBED; THENCE CONTINUING SOUTH 17 DEGREES 07 MINUTES 11 SECONDS WEST, ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 53.77 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 103.33 FEET; THENCE NORTH 16 DEGREES 40 MINUTES 10 SECONDS EAST, PARALLEL WITH THE CENTERLINE OF WEILAND ROAD, A DISTANCE OF 53.64 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 45 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF SAID PAULINE AVENUE, A DISTANCE OF 103.77 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

SINGLE FAMILY UNIT 10:
THAT PART OF LOT 1 IN FAIRVIEW ESTATES; BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 2005 AS DOCUMENT NUMBER 5821192, DESCRIBED AS FOLLOWS: COMMENCING

AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF PAULINE AVENUE WITH THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 33 (AFORESAID LINE ALSO BEING THE EAST LINE OF SAID SUBDIVISION); THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 236.61 FEET TO THE WEST RIGHT OF WAY LINE OF RAYMOND ROAD; THENCE SOUTH 00 DEGREES 21 MINUTES 15 SECONDS EAST, ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 15.18 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHWESTERLY ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, BEING A CURVED LINE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 250.00 FEET, AN ARC DISTANCE OF 85.17 FEET (CHORD BEARS SOUTH 09 DEGREES 24 MINUTES 19 SECONDS WEST, A DISTANCE OF 84.76 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE SOUTH 19 DEGREES 09 MINUTES 53 SECONDS WEST, ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 223.26 FEET; THENCE CONTINUING SOUTH 19 DEGREES 09 MINUTES 53 SECONDS WEST, ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 178.72 FEET TO THE POINT OF BEGINNING OF THE SITE INTENDED TO BE DESCRIBED; THENCE CONTINUING SOUTH 17 DEGREES 07 MINUTES 11 SECONDS WEST, ALONG THE WEST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 41.85 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHWESTERLY ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD, BEING A CURVED LINE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 475.00 FEET, AN ARC DISTANCE OF 11.88 FEET (CHORD BEARS SOUTH 16 DEGREES 24 MINUTES 12 SECONDS WEST, A DISTANCE OF 11.88 FEET); THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF SAID PAULINA AVENUE, A DISTANCE OF 103.04 FEET; THENCE NORTH 16 DEGREES 40 MINUTES 10 SECONDS EAST, PARALLEL WITH THE CENTERLINE OF WEILAND ROAD, A DISTANCE OF 53.64 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 45 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF SAID PAULINE AVENUE, A DISTANCE OF 103.33 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

SINGLE FAMILY UNIT 11:

THAT PART OF LOT 1 IN FAIRVIEW ESTATES; BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 2005 AS DOCUMENT NUMBER 5821192, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID FAIRVIEW ESTATES SUBDIVISION; THENCE SOUTH 89 DEGREES 36 MINUTES 56 SECONDS WEST, ALONG THE SOUTH LINE OF SAID FAIRVIEW ESTATES SUBDIVISION, A DISTANCE OF 406.69 FEET TO THE WESTERLY RIGHT OF WAY LINE OF RAYMOND ROAD AND POINT OF BEGINNING OF THE SITE INTENDED TO BE DESCRIBED: THENCE CONTINUING SOUTH 89 DEGREES 36 MINUTES 56 SECONDS WEST, ALONG THE SOUTH LINE OF SAID FAIRVIEW ESTATES SUBDIVISION, A DISTANCE OF 112.49 FEET; THENCE NORTH 16 DEGREES 40 MINUTES 10 SECONDS EAST, PARALLEL WITH THE CENTERLINE OF WEILAND ROAD, A DISTANCE OF 82.97 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 45 SECONDS EAST, PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF PAULINE AVENUE, A DISTANCE OF 103.04 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD; THENCE SOUTHWESTERLY ALONG THE WESTELRY RIGHT OF WAY LINE OF SAID RAYMOND ROAD, BEING A CURVED LINE CONCAVED

Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

SOUTHEASTERLY HAVING A RADIUS OF 475.00 FEET, AN ARC DISTANCE OF 4.40 FEET (CHORD BEARS SOUTH 15 DEGREES 25 MINUTES 18 SECONDS WEST, A DISTANCE OF 4.40 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE CONTINUING SOUTH 15 DEGREES 09 MINUTES 23 SECONDS WEST, ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 29.25 FEET) TO A POINT OF CURVATURE IN SAID LINE; THENCE CONTINUING SOUTHERLY ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD, BEING A CURVED LINE CONCAVED EASTERLY HAVING A RADIUS OF 160.00 FEET, AN ARC DISTANCE OF 43.40 FEET (CHORD BEARS SOUTH 07 DEGREES 23 MINUTES 10 SECONDS WEST, A DISTANCE OF 43.27 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE CONTINUING SOUTH 00 DEGREES 23 MINUTES 04 SECONDS EAST, ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 3.99 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

SINGLE FAMILY UNIT 12:
THAT PART OF LOT 2 IN FAIRVIEW ESTATES; BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 2005 AS DOCUMENT NUMBER 5821192, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF PAULINE AVENUE WITH THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 33 (AFORESAID LINE ALSO BEING THE EAST LINE OF SAID SUBDIVISION); THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 59.01 FEET TO THE POINT OF BEGINNING OF THE SITE INTENDED TO BE DESCRIBED; THENCE CONTINUING SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 117.60 FEET TO THE EAST RIGHT OF WAY LINE OF RAYMOND ROAD; THENCE SOUTH 00 DEGREES 21 MINUTES 15 SECONDS EAST, ALONG THE EAST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 15.18 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHWESTERLY ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD, BEING A CURVED LINE CONCAVED NORTHWESTERLY HAVING RADIUS OF 310.00 FEET, AN ARC DISTANCE OF 54.62 FEET (CHORD BEARS SOUTH 04 DEGREES 41 MINUTES 36 SECONDS WEST, A DISTANCE OF 54.55 FEET); THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, 69.52 FEET SOUTH OF AND PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 105.93 FEET; THENCE NORTHEASTERLY ALONG A CURVED LINE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 90.00 FEET, AN ARC DISTANCE OF 30.79 FEET (CHORD BEARS NORTH 17 DEGREES 09 MINUTES 32 SECONDS WEST, A DISTANCE OF 30.64 FEET) TO A POINT OF REVERSE CURVATURE IN SAID LINE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 65.00 FEET, AN ARC DISTANCE OF 30.99 FEET (CHORD BEARS NORTH 13 DEGREES 18 MINUTES 11 SECONDS EAST, A DISTANCE OF 30.69 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE NORTH 00 DEGREES 21 MINUTES 15 SECONDS WEST, A DISTANCE OF 10.47 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

SINGLE FAMILY UNIT 13:
THAT PART OF LOT 2 IN FAIRVIEW ESTATES; BEING A SUBDIVISION OF THE WEST HALF

Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 2005 AS DOCUMENT NUMBER 5821192, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF PAULINE AVENUE WITH THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 33 (AFORESAID LINE ALSO BEING THE EAST LINE OF SAID SUBDIVISION); THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 176.61 FEET TO THE EAST RIGHT OF WAY LINE OF RAYMOND ROAD; THENCE SOUTH 00 DEGREES 21 MINUTES 15 SECONDS EAST, ALONG THE EAST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 15.18 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHWESTERLY ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD, BEING A CURVED LINE CONCAVED NORTHWESTERLY HAVING RADIUS OF 310.00 FEET, AN ARC DISTANCE OF 54.62 FEET (CHORD BEARS SOUTH 04 DEGREES 41 MINUTES 36 SECONDS WEST, A DISTANCE OF 54.55 FEET) TO THE POINT OF BEGINNING OF THE SITE INTENDED TO BE DESCRIBED; THENCE CONTINUING SOUTHWESTERLY ALONG THE EAST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, BEING A CURVED LINE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 310.00 FEET, AN ARC DISTANCE OF 50.99 FEET (CHORD BEARS SOUTH 14 DEGREES 27 MINUTES 09 SECONDS WEST, A DISTANCE OF 50.93 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE SOUTH 19 DEGREES 09 MINUTES 53 SECONDS WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 2.42 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 113.29; THENCE NORTHEASTERLY ALONG A CURVED LINE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 398.00 FEET, AN ARC DISTANCE OF 46.13 FEET (CHORD BEARS NORTH 06 DEGREES 58 MINUTES 04 SECONDS EAST, A DISTANCE OF 46.10 FEET) TO A POINT OF REVERSE CURVATURE IN SAID LINE; THENCE NORTHERLY ALONG A CURVED LINE CONCAVED EASTERLY HAVING A RADIUS OF 90.00 FEET, AN ARC DISTANCE OF 5.83 FEET (CHORD BEARS NORTH 05 DEGREES 30 MINUTES 09 SECONDS EAST, A DISTANCE OF 5.83 FEET); THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 105.93 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

SINGLE FAMILY UNIT 14:

THAT PART OF LOT 2 IN FAIRVIEW ESTATES; BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 2005 AS DOCUMENT NUMBER 5821192, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF PAULINE AVENUE WITH THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 33 (AFORESAID LINE ALSO BEING THE EAST LINE OF SAID SUBDIVISION); THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 176.61 FEET TO THE EAST RIGHT OF WAY LINE OF RAYMOND ROAD; THENCE SOUTH 00 DEGREES 21 MINUTES 15 SECONDS EAST, ALONG THE EAST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 15.18 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHWESTERLY ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD, BEING A CURVED LINE CONCAVED

Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

NORTHWESTERLY HAVING RADIUS OF 310.00 FEET, AN ARC DISTANCE OF 105.61 FEET (CHORD BEARS SOUTH 09 DEGREES 24 MINUTES 19 SECONDS WEST, A DISTANCE OF 105.10 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE SOUTH 19 DEGREES 09 MINUTES 53 SECONDS WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 2.42 FEET TO THE POINT OF BEGINNING OF THE SITE INTENDED TO BE DESCRIBED; THENCE CONTINUING SOUTH 19 DEGREES 09 MINUTES 53 SECONDS WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 54.66 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 45 SECONDS EAST, PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 118.25 FEET; THENCE NORTHEASTERLY ALONG A CURVED LINE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 398.00 FEET, AN ARC DISTANCE OF 53.25 FEET (CHORD BEARS NORTH 14 DEGREES 07 MINUTES 05 SECONDS EAST, A DISTANCE OF 53.21 FEET); THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, PARALLEL WITH THE SOUTH LINE OF SAID PAULINE AVENUE, A DISTANCE OF 113.29 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

SINGLE FAMILY UNIT 15:

THAT PART OF LOT 2 IN FAIRVIEW ESTATES; BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 2005 AS DOCUMENT NUMBER 5821192, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF PAULINE AVENUE WITH THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 33 (AFORESAID LINE ALSO BEING THE EAST LINE OF SAID SUBDIVISION); THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 176.61 FEET TO THE EAST RIGHT OF WAY LINE OF RAYMOND ROAD; THENCE SOUTH 00 DEGREES 21 MINUTES 15 SECONDS EAST, ALONG THE EAST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 15.18 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHWESTERLY ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD, BEING A CURVED LINE CONCAVED NORTHWESTERLY HAVING RADIUS OF 310.00 FEET, AN ARC DISTANCE OF 105.61 FEET (CHORD BEARS SOUTH 09 DEGREES 24 MINUTES 19 SECONDS WEST, A DISTANCE OF 105.10 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE SOUTH 19 DEGREES 09 MINUTES 53 SECONDS WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 57.08 FEET TO THE POINT OF BEGINNING OF THE SITE INTENDED TO BE DESCRIBED; THENCE CONTINUING SOUTH 19 DEGREES 09 MINUTES 53 SECONDS WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 54.66 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 45 SECONDS EAST, PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 116.54 FEET; THENCE NORTH 21 DEGREES 43 MINUTES 58 SECONDS EAST, A DISTANCE OF 29.01 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 398.00 FEET, AN ARC DISTANCE OF 26.25 FEET (CHORD BEARS NORTH 19 DEGREES 50 MINUTES 35 SECONDS EAST, A DISTANCE OF 26.25 FEET); THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, PARALLEL WITH THE SOUTH LINE OF SAID PAULINE AVENUE, A DISTANCE OF 118.25 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

SINGLE FAMILY UNIT 16:
THAT PART OF LOT 2 IN FAIRVIEW ESTATES; BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 2005 AS DOCUMENT NUMBER 5821192, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF PAULINE AVENUE WITH THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 33 (AFORESAID LINE ALSO BEING THE EAST LINE OF SAID SUBDIVISION); THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 176.61 FEET TO THE EAST RIGHT OF WAY LINE OF RAYMOND ROAD; THENCE SOUTH 00 DEGREES 21 MINUTES 15 SECONDS EAST, ALONG THE EAST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 15.18 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHWESTERLY ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD, BEING A CURVED LINE CONCAVED NORTHWESTERLY HAVING RADIUS OF 310.00 FEET, AN ARC DISTANCE OF 105.61 FEET (CHORD BEARS SOUTH 09 DEGREES 24 MINUTES 19 SECONDS WEST, A DISTANCE OF 105.10 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE SOUTH 19 DEGREES 09 MINUTES 53 SECONDS WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 111.74 FEET TO THE POINT OF BEGINNING OF THE SITE INTENDED TO BE DESCRIBED; THENCE CONTINUING SOUTH 19 DEGREES 09 MINUTES 53 SECONDS WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 54.66 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 45 SECONDS EAST, PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 113.90 FEET; THENCE NORTH 21 DEGREES 43 MINUTES 58 SECONDS EAST, A DISTANCE OF 55.60 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, PARALLEL WITH THE SOUTH LINE OF SAID PAULINE AVENUE, A DISTANCE OF 116.54 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

SINGLE FAMILY UNIT 17:
THAT PART OF LOT 2 IN FAIRVIEW ESTATES; BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 2005 AS DOCUMENT NUMBER 5821192, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF PAULINE AVENUE WITH THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 33 (AFORESAID LINE ALSO BEING THE EAST LINE OF SAID SUBDIVISION); THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 176.61 FEET TO THE EAST RIGHT OF WAY LINE OF RAYMOND ROAD; THENCE SOUTH 00 DEGREES 21 MINUTES 15 SECONDS EAST, ALONG THE EAST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 15.18 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHWESTERLY ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD, BEING A CURVED LINE CONCAVED NORTHWESTERLY HAVING RADIUS OF 310.00 FEET, AN ARC DISTANCE OF 105.61 FEET (CHORD BEARS SOUTH 09 DEGREES 24 MINUTES 19 SECONDS WEST, A DISTANCE OF 105.10 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE SOUTH 19 DEGREES 09

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MINUTES 53 SECONDS WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 166.40 FEET TO THE POINT OF BEGINNING OF THE SITE INTENDED TO BE DESCRIBED; THENCE CONTINUING SOUTH 19 DEGREES 09 MINUTES 53 SECONDS WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 54.66 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 45 SECONDS EAST, PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 115.77 FEET; THENCE NORTH 11 DEGREES 14 MINUTES 24 SECONDS EAST, A DISTANCE OF 9.19 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 150.00 FEET, AN ARC DISTANCE OF 27.47 FEET (CHORD BEARS NORTH 16 DEGREES 29 MINUTES 11 SECONDS EAST, A DISTANCE OF 27.43 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE NORTH 21 DEGREES 43 MINUTES 58 SECONDS EAST, A DISTANCE OF 17.54 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, PARALLEL WITH THE SOUTH LINE OF SAID PAULINE AVENUE, A DISTANCE OF 113.90 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

SINGLE FAMILY UNIT 18:

THAT PART OF LOT 2 IN FAIRVIEW ESTATES; BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 2005 AS DOCUMENT NUMBER 5821192, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF PAULINE AVENUE WITH THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 33 (AFORESAID LINE ALSO BEING THE EAST LINE OF SAID SUBDIVISION); THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 176.61 FEET TO THE EAST RIGHT OF WAY LINE OF RAYMOND ROAD; THENCE SOUTH 00 DEGREES 21 MINUTES 15 SECONDS EAST, ALONG THE EAST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 15.18 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHWESTERLY ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD, BEING A CURVED LINE CONCAVED NORTHWESTERLY HAVING RADIUS OF 310.00 FEET, AN ARC DISTANCE OF 105.61 FEET (CHORD BEARS SOUTH 09 DEGREES 24 MINUTES 19 SECONDS WEST, A DISTANCE OF 105.10 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE SOUTH 19 DEGREES 09 MINUTES 53 SECONDS WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 221.06 FEET TO THE POINT OF BEGINNING OF THE SITE INTENDED TO BE DESCRIBED; THENCE CONTINUING SOUTH 19 DEGREES 09 MINUTES 53 SECONDS WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 1.13 FEET; THENCE CONTINUING SOUTH 17 DEGREES 07 MINUTES 11 SECONDS WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 52.89 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 45 SECONDS EAST, PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 116.05 FEET; THENCE NORTH 22 DEGREES 02 MINUTES 20 SECONDS EAST, A DISTANCE OF 10.31 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 190.00 FEET, AN ARC DISTANCE OF 35.81 FEET (CHORD BEARS NORTH 16 DEGREES 38 MINUTES 22 SECONDS EAST, A DISTANCE OF 35.76 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE NORTH 11 DEGREES 14 MINUTES 24 SECONDS EAST, A

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DISTANCE OF 7.95 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, PARALLEL WITH THE SOUTH LINE OF SAID PAULINE AVENUE, A DISTANCE OF 115.77 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

SINGLE FAMILY UNIT 19:

THAT PART OF LOT 2 IN FAIRVIEW ESTATES; BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 2005 AS DOCUMENT NUMBER 5821192, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF PAULINE AVENUE WITH THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 33 (AFORESAID LINE ALSO BEING THE EAST LINE OF SAID SUBDIVISION); THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID PAULINE AVENUE, A DISTANCE OF 176.61 FEET TO THE EAST RIGHT OF WAY LINE OF RAYMOND ROAD; THENCE SOUTH 00 DEGREES 21 MINUTES 15 SECONDS EAST, ALONG THE EAST RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 15.18 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHWESTERLY ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD, BEING A CURVED LINE CONCAVED NORTHWESTERLY HAVING RADIUS OF 310.00 FEET, AN ARC DISTANCE OF 105.61 FEET (CHORD BEARS SOUTH 09 DEGREES 24 MINUTES 19 SECONDS WEST, A DISTANCE OF 105.10 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE SOUTH 19 DEGREES 09 MINUTES 53 SECONDS WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 222.19 FEET; THENCE CONTINUING SOUTH 17 DEGREES 07 MINUTES 11 SECONDS WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 52.89 FEET TO THE POINT OF BEGINNING OF THE SITE INDENDED TO BE DESCRIBED; THENCE CONTINUING SOUTH 17 DEGREES 07 MINUTES 11 SECONDS EAST, ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD, A DISTANCE OF 50.34 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF MARY BELLE CIRCLE; THENCE SOUTH 72 DEGREES 52 MINUTES 49 SECONDS EAST, ALONG THE NORTHERLY RIGHT OF WAY LINE OF MARY BELLE COURT, A DISTANCE OF 12.94 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE CONTINUING SOUTHEASTERLY ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID MARY BELLE CIRCLE, BEING A CURVED LINE CONCAVED NORTHERLY HAVING A RADIUS OF 100.00 FEET, AN ARC DISTANCE OF 30.50 (CHORD BEARS SOUTH 81 DEGREES 37 MINUTES 02 SECONDS EAST, A DISTANCE OF 30.38 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE CONTINUING NORTH 89 DEGREES 38 MINUTES 45 SECONDS EAST, ALONG THE NORTHELRY RIGHT OF WAY LINE OF SAID MARY BELLE CIRCLE, A DISTANCE OF 55.07 FEET; THENCE CONTINUING NORTHEASTERLY ALONG THE NORTHELRY RIGHT OF WAY LINE OF SAID MARY BELLE CIRCLE, BEING A CURVED LINE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 55.00 FEET, AN ARC DISTANCE OF 17.45 FEET (CHORD BEARS NORTH 66 DEGREES 13 MINUTES 49 SECONDS EAST, A DISTANCE OF 17.38 FEET); THENCE NORTH 10 DEGREES 37 MINUTES 25 SECONDS EAST, A DISTANCE OF 3.39 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 90.00 FEET, AN ARC DISTANCE OF 17.93 FEET (CHORD BEARS NORTH 16 DEGREES 19 MINUTES 52 SECONDS EAST, A DISTANCE OF 17.90 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE NORTH 22 DEGREES 02 MINUTES 20 SECONDS EAST, A DISTANCE OF 31.51 FEET; THENCE SOUTH 89 DEGREES 38

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MINUTES 45 SECONDS WEST, PARALLEL WITH THE SOUTH LINE OF SAID PAULINE AVENUE, A DISTANCE OF 116.05 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

SINGLE FAMILY UNIT 20:
THAT PART OF LOT 2 IN FAIRVIEW ESTATES; BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 2005 AS DOCUMENT NUMBER 5821192, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID FAIRVIEW ESTATES SUBDIVISION; THENCE SOUTH 89 DEGREES 36 MINUTES 56 SECONDS WEST, ALONG THE SOUTH LINE OF SAID FAIRVIEW ESTATES SUBDIVISION, A DISTANCE OF 256.38 FEET TO THE POINT OF BEGINNING OF THE SITE INTENDED TO BE DESCRIBED: THENCE CONTINUING SOUTH 89 DEGREES 36 MINUTES 56 SECONDS WEST, ALONG THE SOUTH LINE OF SAID FAIRVIEW ESTATES SUBDIVISION, A DISTANCE OF 90.31 FEET TO THE EAST RIGHT OF WAY LINE OF RAYMOND ROAD; THENCE NORTHERLY ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID RAYMOND ROAD THE FOLLOWING COURSES: NORTH 00 DEGREES 23 MINUTES 04 SECONDS WEST, A DISTANCE OF 3.99 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONCAVED EASTERLY HAVING A RADIUS OF 100.00 FEET, AN ARC DISTANCE OF 27.12 FEET (CHORD BEARS NORTH 07 DEGREES 23 MINUTES 10 SECONDS EAST, A DISTANCE OF 27.04 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE NORTH 15 DEGREES 09 MINUTES 23 SECONDS EAST, A DISTANCE OF 29.25 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 415.00 FEET, AN ARC DISTANCE OF 14.22 FEET (CHORD BEARS NORTH 16 DEGREES 08 MINUTES 17 SECONDS EAST, A DISTANCE OF 14.22 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE NORTH 17 DEGREES 07 MINUTES 11 SECONDS EAST, A DISTANCE OF 56.26 FEET TO THE SOUTH RIGHT OF WAY LINE OF MARY BELL CIRCLE; THENCE SOUTH 72 DEGREES 52 MINUTES 49 SECONDS EAST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID MARY BELLE CIRCLE, A DISTANCE OF 12.94 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHEASTERLY ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID MARY BELLE CIRCLE, BEING A CURVED LINE CONCAVED NORTHEASTERLY HAVING A RADIUS 160.00 FEET, AN ARC DISTANCE OF 46.33 FEET (CHORD BEARS SOUTH 81 DEGREES 10 MINUTES 33 SECONDS EAST, A DISTANCE OF 46.17 FEET); THENCE SOUTH 00 DEGREES 21 MINUTES 15 SECONDS EAST, A DISTANCE OF 114.97 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

SINGLE FAMILY UNIT 21:
THAT PART OF LOT 2 IN FAIRVIEW ESTATES; BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 2005 AS DOCUMENT NUMBER 5821192, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID FAIRVIEW ESTATES SUBDIVISION; THENCE SOUTH 89 DEGREES 36 MINUTES 56 SECONDS WEST, ALONG THE SOUTH LINE OF SAID FAIRVIEW ESTATES SUBDIVISION, A DISTANCE OF 205.38 FEET TO THE POINT OF BEGINNING OF THE SITE INTENDED TO BE DESCRIBED: THENCE CONTINUING SOUTH 89 DEGREES 36

Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

MINUTES 56 SECONDS WEST, ALONG THE SOUTH LINE OF SAID FAIRVIEW ESTATES SUBDIVISION, A DISTANCE OF 51.00 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 15 SECONDS WEST, A DISTANCE OF 114.97 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF MARY BELLE CIRCLE; THENCE EASTERLY ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID MARY BELLE CIRCLE, BEING A CURVE LINE CONCAVED NORTHERLY HAVING A RADIUS OF 160.00 FEET, AN ARC DISTANCE OF 2.47 FEET (CHORD BEARS SOUTH 89 DEGREES 54 MINUTES 45 SECONDS EAST, A DISTANCE OF 2.47 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE CONTINUING NORTH 89 DEGREES 38 MINUTES 45 SECONDS EAST, ALONG THE SOUTHELRY RIGHT OF WAY LINE OF SAID MARY BELLE CIRCLE, A DISTANCE OF 31.33 FEET; THENCE SOUTHEASTERLY ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID MARY BELLE CIRCLE, BEING A CURVED LINE CONCAVED NORTHEASTERLY HAVING A RADIUS OF 55.00 FEET, AN ARC DISTANCE OF 41.35 FEET (CHORD BEARS SOUTH 36 DEGREES 13 MINUTES 31 SECONDS EAST, A DISTANCE OF 40.38 FEET); THENCE SOUTH 32 DEGREES 14 MINUTES 13 SECONDS WEST, A DISTANCE OF 12.00 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 15 SECONDS EAST, A DISTANCE OF 72.09 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

SINGLE FAMILY UNIT 22:

THAT PART OF LOT 2 IN FAIRVIEW ESTATES; BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 2005 AS DOCUMENT NUMBER 5821192, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID FAIRVIEW ESTATES SUBDIVISION; THENCE SOUTH 89 DEGREES 36 MINUTES 56 SECONDS WEST, ALONG THE SOUTH LINE OF SAID FAIRVIEW ESTATES SUBDIVISION, A DISTANCE OF 13.00 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 15 SECONDS WEST, A DISTANCE OF 139.11 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE NORTHWESTERLY ALONG A CURVED LINE CONCAVED SOUTHWESTERLY HAVING A RADIUS OF 130.00 FEET, AN ARC DISTANCE OF 96.88 FEET (CHORD BEARS NORTH 21 DEGREES 23 MINUTES 13 SECONDS WEST, A DISTANCE OF 94.65 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE NORTH 42 DEGREES 44 MINUTES 10 SECONDS WEST, A DISTANCE OF 5.00 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE NORTHWESTERLY ALONG A CURVED LINE CONCAVED SOUTHWESTERLY HAVING A RADIUS OF 92.00 FEET, AN ARC DISTANCE OF 29.37 FEET(CHORD BEARS NORTH 51 DEGREES 52 MINUTES 53 SECONDS WEST, A DISTANCE OF 29.24 FEET) TO THE POINT OF BEGINNING OF THE SITE INTENDED TO BE DESCRIBED; THENCE NORTH 61 DEGREES 01 MINUTES 36 SECONDS WEST, A DISTANCE OF 75.91 FEET; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 200.00 FEET, AN ARC DISTANCE OF 51.44 FEET (CHORD BEARS SOUTH 14 DEGREES 40 MINUTES 16 SECONDS WEST, A DISTANCE OF 51.29 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE SOUTH 22 DEGREES 02 MINUTES 20 SECONDS WEST, A DISTANCE OF 41.82 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 80.00 FEET, AN ARC DISTANCE OF 15.74 FEET (CHORD BEARS SOUTH 16 DEGREES 24 MINUTES 12 SECONDS WEST, A DISTANCE OF 15.71 FEET) TO A POINT ON THE NORTH RIGHT OF WAY LINE OF MARY BELLE CIRCLE; THENCE SOUTHEASTERLY ALONG THE NORTHERLY RIGHT OF WAY LINE OF MARY BELLE CIRCLE, BEING A CURVED LINE CONCAVED SOUTHERLY HAVING A RADIUS OF 55.00 FEET, AN ARC DISTANCE OF

Attachment: Plan Set (Consider an Amendment to the Planned Unit of Development at 361 Raymond.)

42.27 FEET (CHORD BEARS SOUTH 71 DEGREES 34 MINUTES 57 SECONDS EAST, A DISTANCE OF 41.23 FEET); THENCE NORTH 40 DEGREES 25 MINUTES 59 SECONDS EAST, A DISTANCE OF 25.00 FEET; THENCE NORTH 28 DEGREES 58 MINUTES 24 SECONDS EAST, A DISTANCE OF 23.07 FEET; THENCE NORTH 39 DEGREES 11 MINUTES 06 SECONDS EAST, A DISTANCE OF 52.26 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

SINGLE FAMILY UNIT 23:
THAT PART OF LOT 2 IN FAIRVIEW ESTATES; BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 2005 AS DOCUMENT NUMBER 5821192, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID FAIRVIEW ESTATES SUBDIVISION; THENCE SOUTH 89 DEGREES 36 MINUTES 56 SECONDS WEST, ALONG THE SOUTH LINE OF SAID FAIRVIEW ESTATES SUBDIVISION, A DISTANCE OF 13.00 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 15 SECONDS WEST, A DISTANCE OF 139.11 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE NORTHWESTERLY ALONG A CURVED LINE CONCAVED SOUTHWESTERLY HAVING A RADIUS OF 130.00 FEET, AN ARC DISTANCE OF 53.71 FEET (CHORD BEARS NORTH 11 DEGREES 52 MINUTES 25 SECONDS WEST, A DISTANCE OF 53.33 FEET) TO THE POINT OF BEGINNING OF THE SITE INTENDED TO BE DESCRIBED; THENCE CONTINUING NORTHWESTERLY ALONG A CURVED LINE CONCAVED SOUTHWESTERLY HAVING A RADIUS 130.00 FEET, AN ARC DISTANCE OF 43.17 FEET (CHORD BEARS NORTH 33 DEGREES 13 MINUTES 22 SECONDS WEST, A DISTANCE OF 42.97 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE NORTH 42 DEGREES 44 MINUTES 10 SECONDS WEST, A DISTANCE OF 5.00 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE NORTHWESTERLY ALONG A CURVED LINE CONCAVED SOUTHWESTERLY HAVING A RADIUS OF 92.00 FEET, AN ARC DISTANCE OF 29.37 FEET (CHORD BEARS NORTH 51 DEGREES 52 MINUTES 53 SECONDS WEST, A DISTANCE OF 29.24 FEET); THENCE SOUTH 39 DEGREES 11 MINUTES 06 SECONDS WEST, A DISTANCE OF 52.26 FEET; THENCE SOUTH 28 DEGREES 58 MINUTES 24 SECONDS WEST, A DISTANCE OF 23.07 FEET; THENCE SOUTH 40 DEGREES 25 MINUTES 59 SECONDS WEST, A DISTANCE OF 25.00 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF MARY BELLE CIRCLE; THENCE SOUTHEASTERLY ALONG A CURVED LINE CONCAVED SOUTHWESTERLY HAVING A RADIUS 55.00 FEET, AN ARC DISTANCE OF 17.67 FEET (CHORD BEARS SOUTH 40 DEGREES 21 MINUTES 43 SECONDS EAST, A DISTANCE OF 17.60 FEET); THENCE NORTH 66 DEGREES 07 MINUTES 34 SECONDS EAST, A DISTANCE OF 36.04 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 45 SECONDS EAST, A DISTANCE OF 13.90 FEET; THENCE NORTH 68 DEGREES 15 MINUTES 25 SECONDS EAST, A DISTANCE OF 56.09 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

SINGLE FAMILY UNIT 24:
THAT PART OF LOT 2 IN FAIRVIEW ESTATES; BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 2005 AS DOCUMENT NUMBER 5821192, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID FAIRVIEW ESTATES SUBDIVISION; THENCE SOUTH 89 DEGREES 36 MINUTES 56 SECONDS WEST, ALONG THE SOUTH LINE OF SAID FAIRVIEW

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ESTATES SUBDIVISION, A DISTANCE OF 13.00 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 15 SECONDS WEST, A DISTANCE OF 119.91 FEET TO THE POINT OF BEGINNING OF THE SITE INTENDED TO BE DESCRIBED; THENCE CONTINUING NORTH 00 DEGREES 02 MINUTES 15 SECONDS WEST, A DISTANCE OF 19.20 FEET; THENCE NORTHWESTERLY ALONG A CURVED LINE CONCAVED SOUTHWESTERLY HAVING A RADIUS OF 130.00 FEET, AN ARC DISTANCE OF 53.71 FEET (CHORD BEARS NORTH 11 DEGREES 52 MINUTES 25 SECONDS WEST, A DISTANCE OF 53.33 FEET); THENCE SOUTH 68 DEGREES 15 MINUTES 25 SECONDS WEST, A DISTANCE OF 56.09 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, A DISTANCE OF 13.90 FEET; THENCE SOUTH 66 DEGREES 07 MINUTES 34 SECONDS WEST, A DISTANCE OF 36.04 FEET TO THE EASTERLY RIGHT OF WAY LINE OF MARY BELLE CIRCLE; THENCE SOUTHEASTERLY ALONG THE EASTELRY RIGHT OF WAY LINE OF SAID MARY BELLE CIRCLE, BEING A CURVED LINE CONCAVED WESTERLY HAVING A RADIUS 55.00 FEET, AN ARC DISTANCE OF 38.05 FEET (CHORD BEARS SOUTH 11 DEGREES 20 MINUTES 09 SECONDS EAST, A DISTANCE OF 37.30 FEET); THENCE NORTH 89 DEGREES 38 MINUTES 48 SECONDS EAST, A DISTANCE OF 102.61 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

SINGLE FAMILY UNIT 25:
THAT PART OF LOT 2 IN FAIRVIEW ESTATES; BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 2005 AS DOCUMENT NUMBER 5821192, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID FAIRVIEW ESTATES SUBDIVISION; THENCE SOUTH 89 DEGREES 36 MINUTES 56 SECONDS WEST, ALONG THE SOUTH LINE OF SAID FAIRVIEW ESTATES SUBDIVISION, A DISTANCE OF 13.00 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 15 SECONDS WEST, A DISTANCE OF 68.91 FEET TO THE POINT OF BEGINNING OF THE SITE INTENDED TO BE DESCRIBED; THENCE CONTINUING NORTH 00 DEGREES 02 MINUTES 15 SECONDS WEST, A DISTANCE OF 51.00 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST, A DISTANCE OF 102.61 FEET TO THE EASTERLY RIGHT OF WAY LINE OF MARY BELLE CIRCLE; THENCE SOUTHWESTELRY ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID MARY BELLE CIRCLE, BEING A CURVED LINE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 55.00 FEET, AN ARC DISTANCE OF 37.59 FEET (CHORD BEARS SOUTH 28 DEGREES 03 MINUTES 55 SECONDS WEST, A DISTANCE OF 36.86 FEET); THENCE SOUTH 42 DEGREES 21 MINUTES 16 SECONDS EAST, A DISTANCE OF 25.00 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 45 SECONDS EAST, A DISTANCE OF 103.15 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

SINGLE FAMILY UNIT 26:
THAT PART OF LOT 2 IN FAIRVIEW ESTATES; BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 2005 AS DOCUMENT NUMBER 5821192, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID FAIRVIEW ESTATES SUBDIVISION; THENCE SOUTH 89 DEGREES 36 MINUTES 56 SECONDS WEST, ALONG THE SOUTH LINE OF SAID FAIRVIEW ESTATES SUBDIVISION, A DISTANCE OF 13.00 FEET TO THE POINT OF BEGINNING OF THE SITE INTENDED TO BE DESCRIBED: THENCE CONTINUING SOUTH 89 DEGREES 36

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MINUTES 56 SECONDS WEST, ALONG THE SOUTH LINE OF SAID FAIRVIEW ESTATES SUBDIVISION, A DISTANCE OF 110.00 FEET; THENCE NORTH 20 DEGREES 10 MINUTES 03 SECONDS WEST, A DISTANCE OF 81.58 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF MARY BELLE CIRCLE; THENCE NORTHEASTERLY ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID MARY BELLE CIRCLE, BEING A CURVE LINE CONCAVED NORTHERLYWESTERLY HAVING A RADIUS OF 55.00 FEET, AN ARC DISTANCE OF 21.30 FEET (CHORD BEARS NORTH 58 DEGREES 44 MINUTES 21 SECONDS EAST, A DISTANCE OF 21.17 FEET); THENCE SOUTH 42 DEGREES 21 MINUTES 16 SECONDS EAST, A DISTANCE OF 25.00 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 45 SECONDS EAST, A DISTANCE OF 103.15 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 15 SECONDS EAST, A DISTANCE OF 68.91 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

Action Item : Consider Approval - Amend to PD, SU, Plat of Sub, Prelim & Final Dev Plan, SU and Var. at Town Center

Recommendation of Action

Staff recommends approval, subject to the conditions in the attached staff report.

Kensington Development Partners has entered into a contract to purchase the existing 20-acre Town Center at northwest corner of Lake Cook Road and Route 83 and redevelop the property into a new development called The Clove. The development will include a new nationally recognized grocery store, retail, restaurants and luxury multi-family residential. This matter has been referred back to the PZC for review of the plan modifications.

ATTACHMENTS:

- Staff Report (DOCX)
- Plan Set 5.13.22 (PDF)
- 4.6.22 PZC Minutes (PDF)

Trustee Liaison
Johnson

Staff Contact
Nicole Woods, Community Development

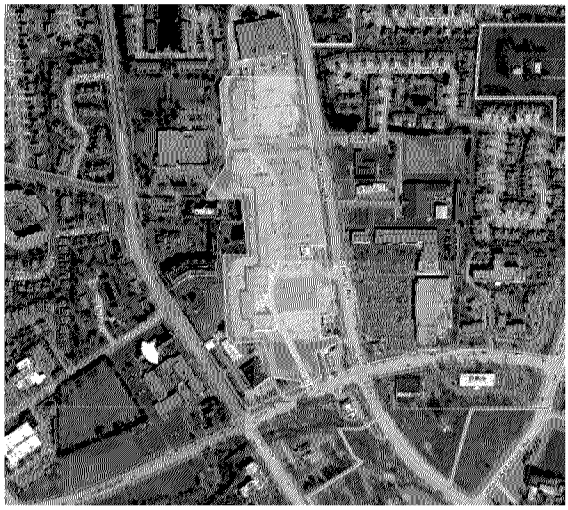
Wednesday, May 18, 2022	

VILLAGE OF BUFFALO GROVE
PLANNING & ZONING COMMISSION
STAFF REPORT

MEETING DATE:	May 18, 2022
SUBJECT PROPERTY LOCATION:	100-228 N McHenry Road (excluding 150 N McHenry), and 270-314 N McHenry Road, Buffalo Grove, IL 60089 and commonly referred to as Buffalo Grove Town Center
PETITIONER:	Kensington Development Partners and Urban Street
PREPARED BY:	Nicole Woods, Director of Community Development
REQUEST:	Petition to the Village of Buffalo Grove for an amendment to Planned Development Ordinance No. 86-61, as amended, requesting approval for a special use for mixed use Planned Unit Development and approval of a Final Plat of Subdivision and Preliminary and Final Development Plan approval with Special Uses and Variations for a proposed plan for a 20-acre mixed-use redevelopment center with grocery store, retail, restaurants and multi-family residential at the Buffalo Grove Town Center.
EXSITING LAND USE AND ZONING:	The property is zoned B-5 Town Center Planned District
COMPREHENSIVE PLAN:	The approved 2009 Village Comprehensive Plan calls for this property to be Commercial.

PROJECT BACKGROUND

Kensington Development Partners (Kensington) has entered into a contract to purchase the existing 20-acre Town Center at northwest corner of Lake Cook Road and Route 83 and redevelop the property into a new development called The Clove. The development will include a new nationally recognized grocery store, retail, restaurants and luxury multi-family residential. The Clove implements the vision that was established through the Village's 2018 Lake Cook Corridor Market Study and Plan.



Following workshops with the Village Board and the PZC, the project had a public hearing on April 4, 2022. During this time, the project sought approval for Phase 1 of the project which included all of the development south of Old Checker and the creation of an outlot just north of Old Checker (for a future user to be determined). This was approved by the PZC unanimously.

Attachment: Staff Report (Consider Approval - Amend to PD, SU, Plat of Sub, Prelim & Final Dev Plan, SU and Var at Town Center)

Subsequent to the April 6, 2022 PZC public hearing and recommendation, Kensington requested to streamline their project by combining Phase 1 and Phase 2 into a singular phase. Phase 2 includes the development of north of Old Checker, specifically the development of an outlot as well as façade, parking lot, and landscaping enhancement to the existing commercial building. Phase 2 was originally anticipated for approval and redevelopment in the next 2-5 years. However, Kensington is now able to combine the phases, due to the high market demand for Phase 2 as well as them entering an agreement with Chick-Fil-A (CFA) to construct a new store on the proposed outlot north of Old Checker. In addition, the mixed-use residential building is also seeking to raise its height by 2 feet from 84'6" to 86'6". This is largely a result of the residential developer finalizing their construction drawings and the need for additional structural support.

As a result, the Village Board referred this matter back to the PZC to only review the plan modifications further detailed below. An updated public hearing is being held on May 18th which will focus on the proposed plan refinements which includes the CFA and façade and landscaping enhancements to the existing building. **It should be noted that other than the 2' building height addition to the residential building, the plans south of Old Checker remain unchanged from the exhibits presented at the April 6, 2022, public hearing. Other than the changes noted below and summary of the additional requests, all other special uses and variations (zoning and signage) remain unchanged. Therefore, the staff report and exhibits from the April 6, 2022, public hearing, are incorporated as part of this public hearing.**

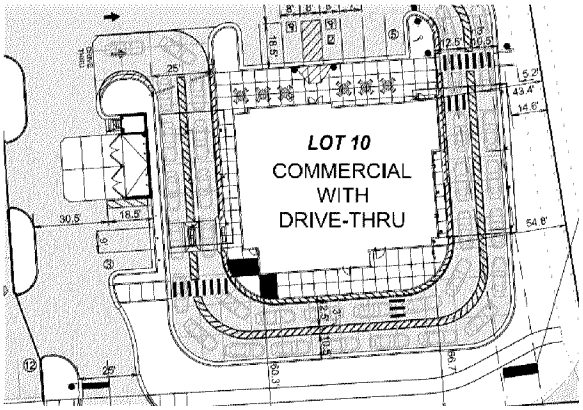
PLAN MODIFICATIONS

New CFA Outlot

The first proposed modification will be the development a new outlot at the northwest corner of Old Checker Road and Route 83. While during the initial public hearing, Kensington requested to create this outlot in hopes to find a future user at a later date. Since that time, Kensington has reached a deal with Chick-Fil-A (CFA) to occupy the newly created outlot, thus requiring the additional review. The restaurant itself will be approximately 5,200 square feet and include a double-drive through lane as well as an outdoor patio. The design, colors and use of materials of the CFA are intended to match the proposed improvements to the existing shopping center.

Zoning/Setbacks

The B-5 Zoning District requires a 35-foot building setback from arterial highway right-of-way. In addition, the code requires a 20' parking setback from arterial highway right of way. Per code, setbacks are intended to be landscaped. The proposed Chick-Fil-A on Lot 10 encroaches on these setbacks via a canopy on the east elevation along Route 83. At its closest point, the canopy would be setback 14.6' from the Route 83 ROW. The building itself would meet the setback requirements. It should be noted that much of the existing parking lots are currently encroaching into the parking setbacks. This is the only additional zoning variation needed, beyond what was included in the April 6, 2022 public hearing.



Circulation

Circulation in the drive-through lane will operate in a counter-clockwork rotation. The proposed circulation pattern is optimal given various factors including the site's existing access points, development configuration, overall traffic pattern in The Clove, as well as the anticipated high volume of visitors to the Chick-Fil-A restaurant. The proposed drive through meets and exceeds the Village's stacking minimum.

Parking

Although the proposed outlot displaces some existing parking, the number of proposed parking spaces is in excess of the required minimum. Parking for The Clove will be provided via a surface parking and parking garage. There will be approximately 787 surface parking spaces for the commercial area. The Village's code requires 1 space per 220 square feet of floor for shopping centers. In applying this standard to the commercial square footage of all the users (new commercial space, new ground floor retail/restaurant in the mixed-use building, existing commercial/office space, Burger King, Boston Market, and Boweloro), The Clove would need to provide a minimum of 780 spaces.

Improvements to the Existing Commercial Building

In addition, Kensington is proposing to enhance the existing 34,000 square foot commercial building north of Old Checker. This includes modernizing and improving the façade via extensive treatments to the existing brick as well replacing the outdated green metal panels with new modern materials. In addition, enhanced landscaping and streetscape is being provided to better align with the overall development to the south. Additional improvements include creating inviting and desirable open spaces and patio and sidewalk dining within the site to create a welcoming environment.

Tenants will include a mix of new tenants as well as existing Town Center tenants who have chosen to stay on the property and relocated to this building from the south.

SPECIAL USE

As part of the April 6, 2022 public hearing, there were multiple special use requests, which are still incorporated into the overall plan. This included a special use for a drive-through restaurant. Since CFA is now proceeding as part of the project, they are requesting their plans be included in the overall recommendation and approval. Overall, staff finds that the modification and incorporation of the CFA are consistent with the original request and the overall vision presented at the April 6, 2022 public hearing.

ZONING VARIATIONS

At the April 6, 2022 public hearing, the project included multiple variations which are identified in the staff report attached as an exhibit and are incorporated into this hearing. Given the plan modifications, the following is a summary of only those variations that have changed since April 6.

1. *Variation to Section 17.44.060 of the Zoning Ordinance reducing the required building and parking lot setbacks, as depicted on the Development Plan; and,*

   The B-5 Zoning District requires a 35-foot building setback from arterial highway right-of-way. In addition, the code requires a 20' parking setback from arterial highway right of way. Per code, setbacks are intended to be landscaped. The proposed Chick-Fil-A on Lot 10 encroaches on these setbacks via a canopy on the east elevation along Route 83. At its closest point, the canopy would be setback 14.6' from the Route 83 ROW. The building itself would meet the setback requirements. Overall, staff supports the requested relief.

2. *A Variation to Section 17.44.060 of the Zoning Ordinance to increase the maximum building height for a 7-story mixed occupancy residential, commercial and office building with a 4-story attached parking deck; and*

   The B-5 Zoning District states that the maximum height for principal buildings are 75' for the commercial subdistrict and 100' in the residential subdistrict. Accessory buildings shall not exceed 30' regardless of the subdistrict. The mixed-use retail and residential building will have a maximum height of 86'6", 2' higher than originally requested. Overall, staff finds that the height is consistent with the intent and that the additional 2' is nominal given the scale of the building.

SIGNAGE VARAITIONS

As part of the development approval, Kensington is seeking approval of a uniform sign package, as outlined in Section 14.16.050 of the Sign Code. Thus, the exhibits provided along with those previously submitted will be the foundation for future signage requests. All reviews will be done by staff administratively to ensure compliance with the sign package. Overall, the signage variations requested for CFA are consistent with those variation requests outlined in the April 6, 2022 staff report and include:

1. *A Variation to Chapter 14.16 of the Sign Code to exceed the maximum allowable number and size of wall signs as shown on the Development Plans; and,*
2. *Variations to Chapters 14.16 and 14.20 of the Sign Code to exceed the maximum allowable number and size of menu boards as shown on the Development Plans; and,*
3. *A Variation to the Sign Code Section 14.16 to exceed number and size of directional and incidental signs as shown on the Development Plans*

Although the requested identified in this staff report as well as the staff report from April 6, 2022 appear voluminous, staff believes the request is reasonable given the overall size and scale of the development. This approach is similar to other new commercial developments approved at Deerfield & Milwaukee. Overall, staff finds that the overall sign package is acceptable.

DEPARTMENTAL REVIEWS

Village Department	Comments
Engineering	The Engineering Department has reviewed the engineering plans and has no specific comments or concerns regarding the engineering plans.
Landscaping	The Village Forester has reviewed the landscape plan. The only concerns are for the developer to remove any trees that are in poor condition or are considered an invasive species and to provide an alternative species for one area of the plan.
Fire Department	The Fire Department has reviewed the proposed plans and does not have any objections. As part of the final engineering and building permit process, the Fire Department will review the turning templates and fire access points.

SURROUNDING PROPERTY OWNERS

Pursuant to Village Code, the contiguous property owners were notified, and a public hearing sign was posted on the subject property. The posting of the public hearing sign and the mailed notifications were completed within the prescribed timeframe as required. As of the date of this report, the Village received one call from residents inquiring about the project mainly in regards to the nature of the second public hearing.

STANDARDS

PZC Approval for Proposals in B-5 Zoning District

The Village's code stipulates for proposals within the B-5 Zoning District, the Planning and Zoning Commission should review the proposals and recommend the project for approval if the following are met:

- Effect on community—That the proposed planned unit development will not be significantly or materially detrimental to or endanger the public health, safety or general welfare of the community. This shall include consideration of the impact of the development upon physical development, tax base, and economic well-being of the Village; and
- Effect on neighborhood—That the proposed planned unit development will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted nor will it diminish or impair property values within the neighborhood; and

- Effect on development of surrounding property—That the proposed planned unit development will not impede the normal and orderly development and improvement of surrounding property; and
- Adequacy of utilities and facilities—That the applicant has demonstrated that adequate sewer and water, access roads, drainage and other necessary facilities are present or will be provided; and
- Adequacy of ingress and egress—That the applicant has demonstrated that adequate means of ingress and egress designed to handle the traffic contemplated are present or will be provided; and
- Conformity to regulations—That the proposed planned unit development meets all the related zoning regulations.

Variations
The following are the applicable standards for a variations requested:

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations of the zoning district in which it is located except in the case of residential zoning districts;

2. The plight of the owner is due to unique circumstances;

3. The proposed variation will not alter the essential character of the neighborhood.

Petitioner has provided a response to the Standards which are included in the attached information shared in the April 6, 2022 public hearing.

Special Use
The following are the standards for a special use:

1. The special use will serve the public convenience at the location of the subject property; or the establishment, maintenance or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;

2. The location and size of the special use, the nature and intensity of the operation involved in or conducted in connection with said special use, the size of the subject property in relation to such special use, and the location of the site with respect to streets giving access to it shall be such that it will be in harmony with the appropriate, orderly development of the district in which it is located;

3. The special use will not be injurious to the use and enjoyment of other property in the immediate vicinity of the subject property for the purposes already permitted in such zoning district, nor substantially diminish and impair other property valuations with the neighborhood;

4. The nature, location and size of the buildings or structures involved with the establishment of the special use will not impede, substantially hinder or discourage the development and use of adjacent land and buildings in accord with the zoning district within which they lie;

5. Adequate utilities, access roads, drainage, and/or other necessary facilities have been or will be provided;

6. Parking areas shall be of adequate size for the particular special use, which areas shall be properly located and suitably screened from adjoining residential uses, and the entrance and exit driveways to and from these parking areas shall be designed so as to prevent traffic hazards, eliminate nuisance and minimize traffic congestion in the public streets.

Petitioner has provided a response to the Special Use Standards which are included in the attached information shared in the April 6, 2022 public hearing.

Signage Variation Standards

The Planning & Zoning Commission is authorized to make a recommendation to the Village Board for a variation to the Sign Code based on the following criteria:

A. Except for Prohibited signs (Chapter 14.32), the Village Planning & Zoning Commission may recommend approval or disapproval of a variance from the provisions or requirements of this Title subject to the following:
   1. The literal interpretation and strict application of the provisions and requirements of this Title would cause undue and unnecessary hardships to the sign user because of unique or unusual conditions pertaining to the specific building, parcel or property in question; and
   2. The granting of the requested variance would not be materially detrimental to the property owners in the vicinity; and
   3. The unusual conditions applying to the specific property do not apply generally to other properties in the Village; and
   4. The granting of the variance will not be contrary to the purpose of this Title pursuant to Section 14.04.020

B. Where there is insufficient evidence, in the opinion of the Planning & Zoning Commission, to support a finding under subsection (A), but some hardship does exist, the Planning & Zoning Commission may consider the requirement fulfilled if:
   1. The proposed signage is of particularly good design and in particularly good taste; and
   2. The entire site has been or will be particularly well landscaped.

Petitioner has provided a response to the Signage Standards which are included in the attached information shared in the April 6, 2022 public hearing.

STAFF RECOMMENDATION

Staff recommends approval for an amendment to Planned Development Ordinance No. 86-61, as amended, requesting approval for a special use for mixed use Planned Unit Development and approval of a Final Plat of Subdivision and Preliminary and Final Development Plan approval with Special Uses and Variations for a proposed plan for a 20-acre mixed-use redevelopment center with grocery store, retail,

restaurants and multi-family residential at the Buffalo Grove Town Center subject to the following conditions:

1. The proposed development shall be developed in substantial conformance to the plans attached as part of the petition as well as those plans and findings as part of the April 6, 2022 public hearing.

2. A final plat of subdivision shall be revised in a manner acceptable to the Village as required.

3. Final Engineering plans shall be revised in a manner acceptable to the Village as required.

4. Final landscape plan shall be subject to the review and approval of the Village. As directed by the Village Forester, developer must remove any trees that are in poor condition or are considered an invasive species and replaced with alternative trees. In addition, the developer must provide an alternative species in certain locations. Landscape maintenance is the responsibility of the owner.

5. Permitted and Special Uses for the first floor of the mixed-use building on Lot 7 shall conform to the B-5 commercial and office subdistrict. No more than a combined total of 7,000 square feet of the first-floor area, excluding lobby and leasing area, shall be used for medical, business, financial/banking and professional offices and/or health clubs as identified in the B-5 District.

6. Permitted and Special Uses for lots 2 through 6 and lot 10 shall conform with the uses and classifications listed in the B-5 zoning commercial subdistrict.

7. Permitted and Special Uses for lot 9 shall conform with the uses and classifications listed in the B-5 zoning commercial and office subdistrict.

8. The following additional uses shall be permitted on all lots:

    a. Candy and/or ice cream shop
    b. Liquor Store
    c. Dry-cleaning establishments when employing facilities for the cleaning and pressing of dry goods for retail trade only, conducted on the premises.

9. Any directional or incidental sign added to the sign package provided shall be reviewed administratively by staff.

10. The petitioners shall enter into a Redevelopment Agreement in a form and substance acceptable to the Village.

11. At the request of the Village and prior to the final acceptance of the public improvements, the petitioners shall donate the park space identified as lot 5 to the Village of Buffalo Grove.

12. The electronic sign shall be operated in conformance with all other standards set forth in Section 14.20.070 D of the Village of Buffalo Grove Sign Code. The sign shall be made available for Village promotions and other activities as determined by the Village.

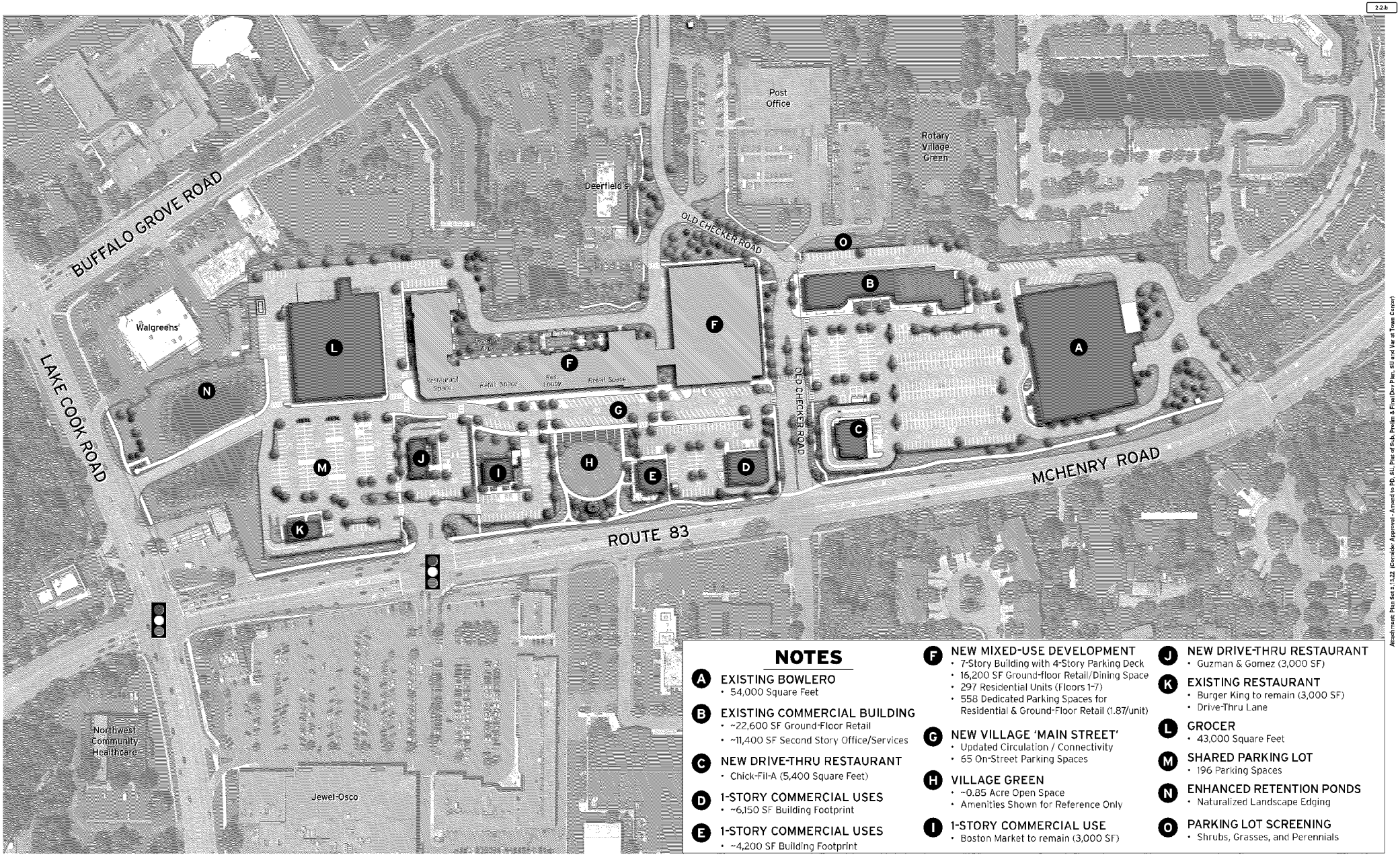
13. Any amendments to the existing 1998 Operation and Easement Agreement shall be reviewed by the Village.

ACTION REQUESTED

The Planning & Zoning Commission (PZC) shall open the public hearing and take public testimony concerning the request. The PZC shall make a recommendation to the Village Board.

Suggested PZC Motion

PZC moves to grant approval for an amendment to Planned Development Ordinance No. 86-61, as amended, requesting approval for a special use for mixed use Planned Unit Development and approval of a Final Plat of Subdivision and Preliminary and Final Development Plan approval with Special Uses and Variations for a proposed plan for a 20-acre mixed-use redevelopment center with grocery store, retail, restaurants and multi-family residential at the Buffalo Grove Town Center.



NOTES

A EXISTING BOWLERO
- 54,000 Square Feet

B EXISTING COMMERCIAL BUILDING
- ~22,600 SF Ground-Floor Retail
- ~11,400 SF Second Story Office/Services

C NEW DRIVE-THRU RESTAURANT
- Chick-Fil-A (5,400 Square Feet)

D 1-STORY COMMERCIAL USES
- ~6,150 SF Building Footprint

E 1-STORY COMMERCIAL USES
- ~4,200 SF Building Footprint

F NEW MIXED-USE DEVELOPMENT
- 7-Story Building with 4-Story Parking Deck
- 16,200 SF Ground-floor Retail/Dining Space
- 297 Residential Units (Floors 1-7)
- 558 Dedicated Parking Spaces for Residential & Ground-Floor Retail (1.87/unit)

G NEW VILLAGE 'MAIN STREET'
- Updated Circulation / Connectivity
- 65 On-Street Parking Spaces

H VILLAGE GREEN
- ~0.85 Acre Open Space
- Amenities Shown for Reference Only

I 1-STORY COMMERCIAL USE
- Boston Market to remain (3,000 SF)

J NEW DRIVE-THRU RESTAURANT
- Guzman & Gomez (3,000 SF)

K EXISTING RESTAURANT
- Burger King to remain (3,000 SF)
- Drive-Thru Lane

L GROCER
- 43,000 Square Feet

M SHARED PARKING LOT
- 196 Parking Spaces

N ENHANCED RETENTION PONDS
- Naturalized Landscape Edging

O PARKING LOT SCREENING
- Shrubs, Grasses, and Perennials

THE CLOVE

PHASE 2 MASTER PLAN CONCEPT - FULL SITE

BUFFALO GROVE, ILLINOIS

0 45' 85' 125' NORTH

KENSINGTON DEVELOPMENT PARTNERS

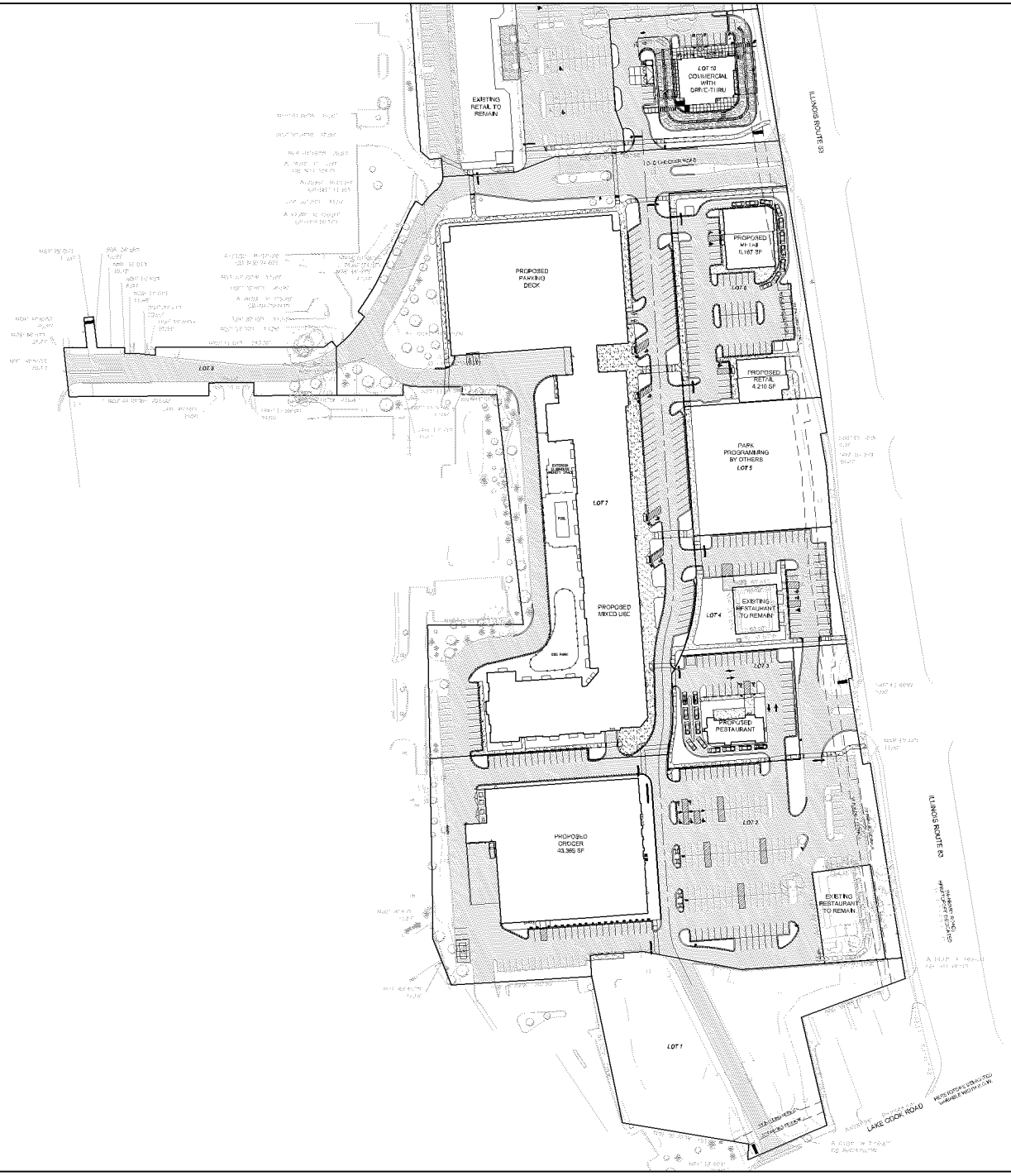
APRIL 29, 2022

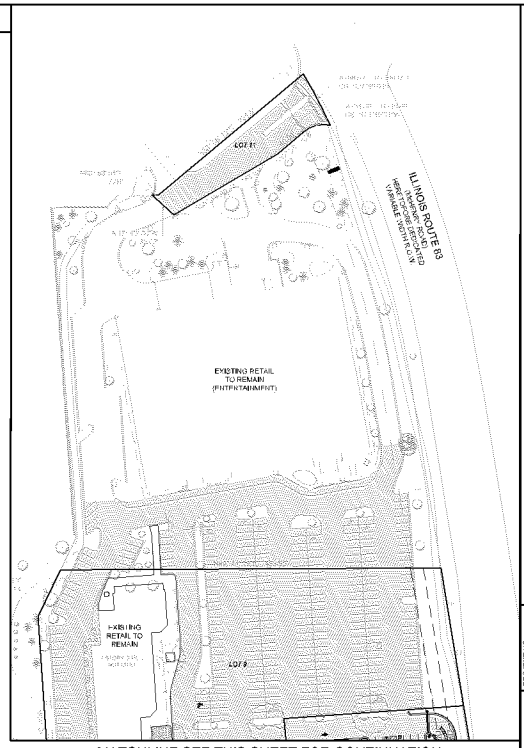
THE CLOVE

THE LAKOTA GROUP.

Attachment: Plan Set 5.13.22 (Consider Approval - Amend to PD, SU, Plat of Sub, Prelim & Final Dev Plan, SU and Var at Town Center)

MATCHLINE SEE THIS SHEET FOR CONTINUATION





MATCHLINE SEE THIS SHEET FOR CONTINUATION

SITE DATA TABLE

LOT #	LOT AREA (SF)	LOT AREA (ACRES)	USE (SEE NOTE 6)	BUILDING AREA (SF)	REQUIRED PARKING RATIO	REQUIRED PARKING COUNT	STANDARD PARKING	ADA PARKING	TOTAL PARKING	EXISTING PARKING	REQUIRED DRIVE-THRU STACKING	DRIVE-THRU STACKING
1	82,609	1.90	Stormwater/ Access	N/A	N/A	N/A	N/A	N/A	N/A		N/A	N/A
2	198,942	4.57	Grocer	43,000	1 per 220 sf	195					N/A	N/A
3	28,995	0.67	Restaurant	2,927	1 per 220 sf	13					10 per window	12
4	31,402	0.72	N/A	N/A	N/A	N/A					N/A	N/A
5	36,963	0.85	Park	N/A	1 per 5,000 sf	8	See Note 2	See Note 2	See Note 2		N/A	N/A
6	56,556	1.30	Multi Tenant/ Restaurant								10 per window	10
			Restaurant	6,227	1 per 220 sf	28						
			Retail	4,150	1 per 220 sf	19					10 per window	10
7	305,115	7.00	Mixed - Use								N/A	N/A
			Multi Family	297 Units	1.7 per Unit	505	See Note 3	See Note 3	See Note 3		N/A	N/A
			Retail	14,800	1 per 220 sf	65	See Note 3	See Note 3	See Note 3		N/A	N/A
			Restaurant	4,900	1 per 220 sf	22	See Note 3	See Note 3	See Note 3		N/A	N/A
8	26,360	0.61	Access	N/A	N/A	N/A	N/A	N/A	N/A		N/A	N/A
9	143,380	3.34	Retail	13,692	1 per 220 sf	62					N/A	N/A
			Restaurant	9,000	1 per 220 sf	41						
			Business/ Office	11,400	1 per 220 sf	52					N/A	N/A
10	42,394	0.97	Future Retail/ Outlet	5,000	1 per 220 sf	23		See Note 4			10 per window	32
11	10,329	0.24	Access	N/A	N/A	N/A	N/A	N/A	N/A		N/A	N/A
	11,653	0.27	Burger King	2,916	1 per 220 sf	13	See Note 5	See Note 5	See Note 5		10 per window	10
	4,234	0.10	Boston Market	3,084	1 per 220 sf	14	See Note 1	See Note 1	See Note 1		N/A	N/A
	188,421	4.33	Bowlero	57,155	1 per 220 sf	260					N/A	N/A
						1321			1346	1114		

NOTES:

1. Parking for Boston Market provided on Lot 4.
2. Parking for park provided within the rest of the Town Center Development.
3. Parking for Lot 7 mixed-use provided in deck and on street. Ground floor building areas for the residential amenity area, service/loading area, and mechanical/trash area are primarily for the residential portion of the building , so those areas are excluded from the parking calculations.
4. ADA parking for Lot 10 included on Lot 10.
5. Parking for Burger King is provided on Lot 2.
6. Shopping Center classification used for all parking calculations, except for Park and Multi Family Use.

GRAPHIC SCALE
60 30 0 60
1" = 60'

ORIGINAL ISSUE DATE: APRIL 21, 2022

REVISIONS

NO.	DATE	DESCRIPTION
1	04-29-22	REVISED TO INCLUDE PHASE 2
2	06-09-22	REVISED LOT 10

PROJECT NO. 20360
PROJECT MANAGER PM
DESIGNED BY MW/TK
DRAWN BY BD

OVERALL LAYOUT PLAN

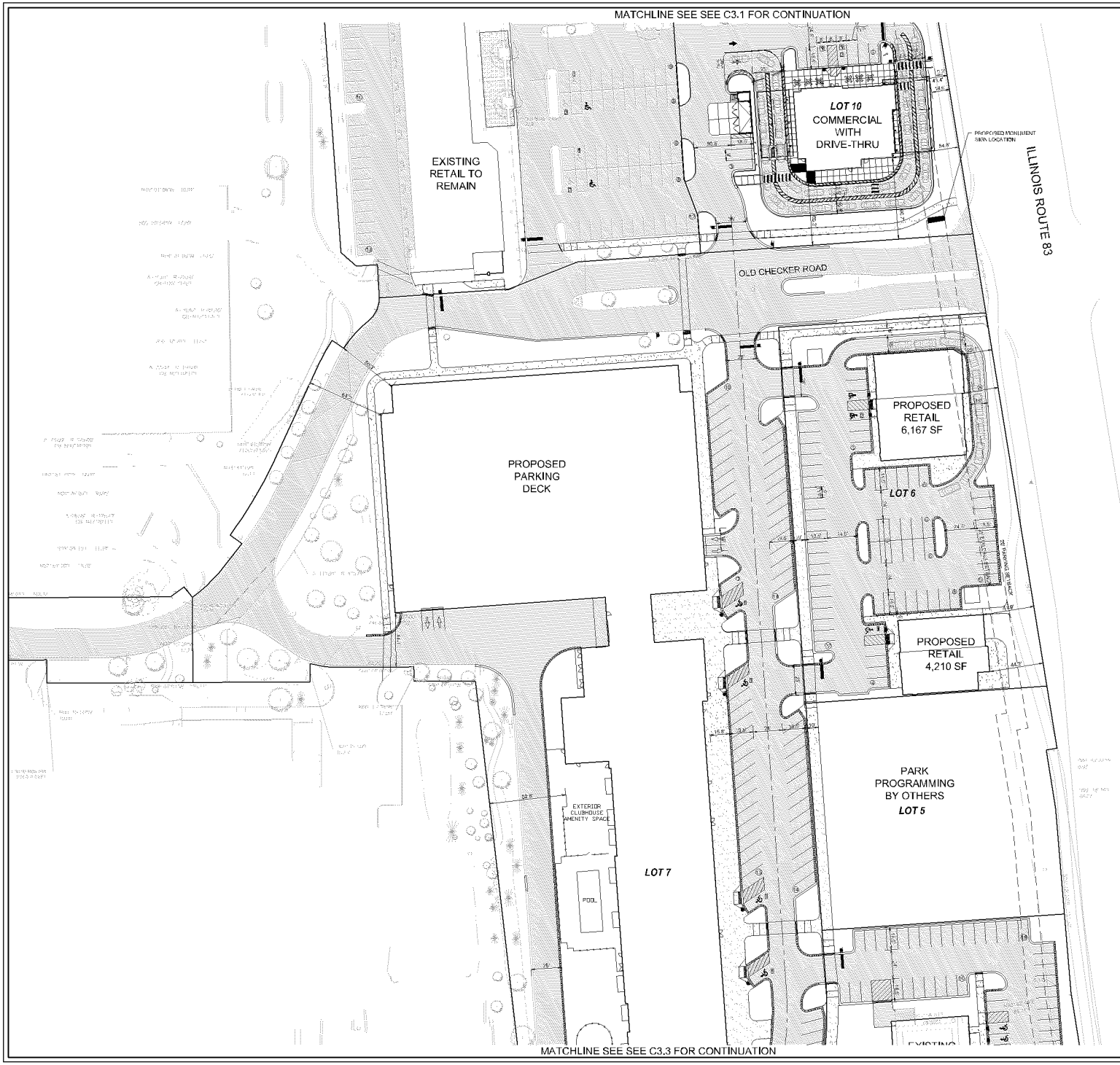
THE CLOVE

BUFFALO GROVE ILLINOIS

7325 Janes Avenue
Woodridge, IL 60517
630.724.9200 phone
www.v3cos.com

DRAWING NO.
C3.0

Attachment: Plan Set 5.5.22 (Corridor Approval - Amend to PD #1, Plat of Sub, Prelim & Final Eve Plan, ISO and Vacat Town Center)



PAVING LEGEND

- ASPHALT RESURFACING OR FULL DEPTH PAVEMENT AS NECCESSARY
- CONCRETE SIDEWALK
- MAINTENANCE AS NECESSARY

NOTES:

1. ALL DIMENSIONS SHOWN ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.
2. ALL PROPOSED ON-SITE STRIPING SHALL BE PAINTED YELLOW UNLESS OTHERWISE NOTED.
3. BUILDING DIMENSIONS ARE TO OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
4. ALL CURB AND GUTTER SHALL BE B6.12 UNLESS OTHERWISE NOTED.

GRAPHIC SCALE
1" = 30'

ORIGINAL ISSUE DATE: APRIL 21, 2022

REVISIONS

NO.	DATE	DESCRIPTION
1	04-29-22	REVISED TO INCLUDE PHASE 2
2	06-09-22	REVISED LOT 10

PROJECT NO.	20360
PROJECT MANAGER	PM
DESIGNED BY	MW/TK
DRAWN BY	BD

LAYOUT PLAN - AREA 2

THE CLOVE

BUFFALO GROVE ILLINOIS

725 Lange Avenue
Woodridge, IL 60517
630.724.9200 phone
www.vlmk.com

DRAWING NO.
C3.2

Attachment: Plan Set 5.13.22 (Corridor Approval - Amend to PD 30, Part of Sub Prelim & Final Eng Plan 60 and Vorat Town Center)

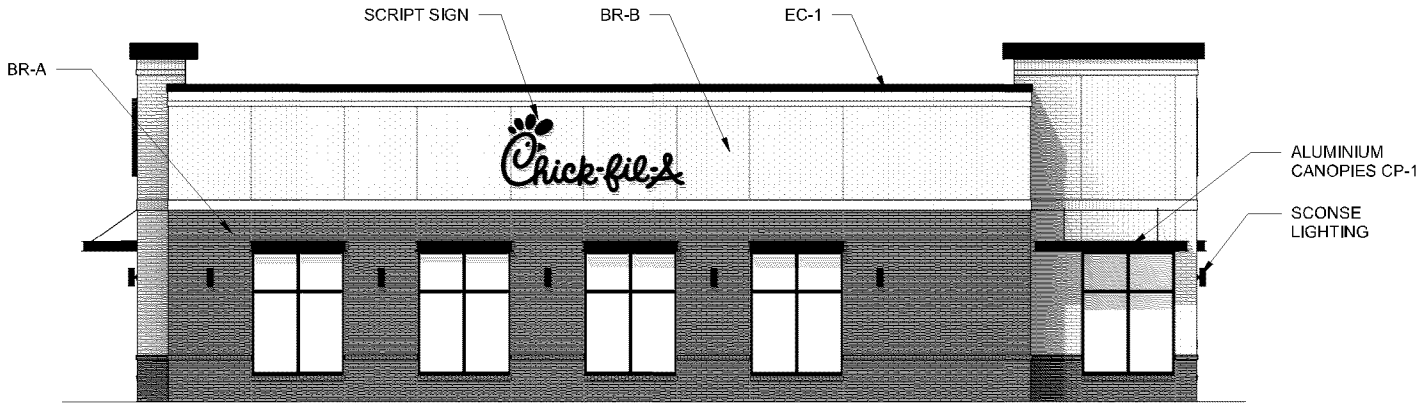
CHICK-FIL-A PERSPECTIVE VIEW

05252, BUFFALO GROVE TOWN CENTER FSU, BUFFALO GROVE, IL

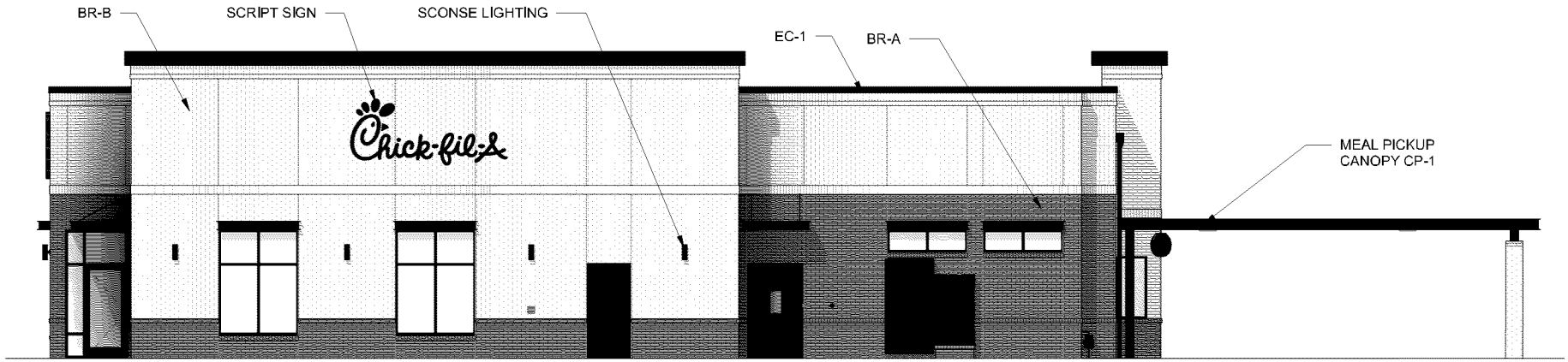
05/04/2022

Attachment: Plan Set 5.13.22 (Consider Approval - Amend to PD, SU, Plat of Sub, Prelim & Final Dev Plan, SU and Var at Town Center)

5/5/2022 4:47:59 PM
DC-2



WEST ELEVATION
1/8" = 1'-0"



SOUTH ELEVATION
1/8" = 1'-0"

EXTERIOR FINISHES

BR-A
BRICK VENEER
COLOR: SLATE GREY
SIZE: MODULAR

EC-1
PREFINISHED METAL COPING
COLOR: MIDNIGHT BRONZE

BR-B
BRICK VENEER
COLOR: RIDGEMAR
SIZE: MODULAR

CP-1
PREFINISHED METAL
COLOR: DARK BRONZE

ST-1
STOREFRONT
COLOR: DARK BRONZE

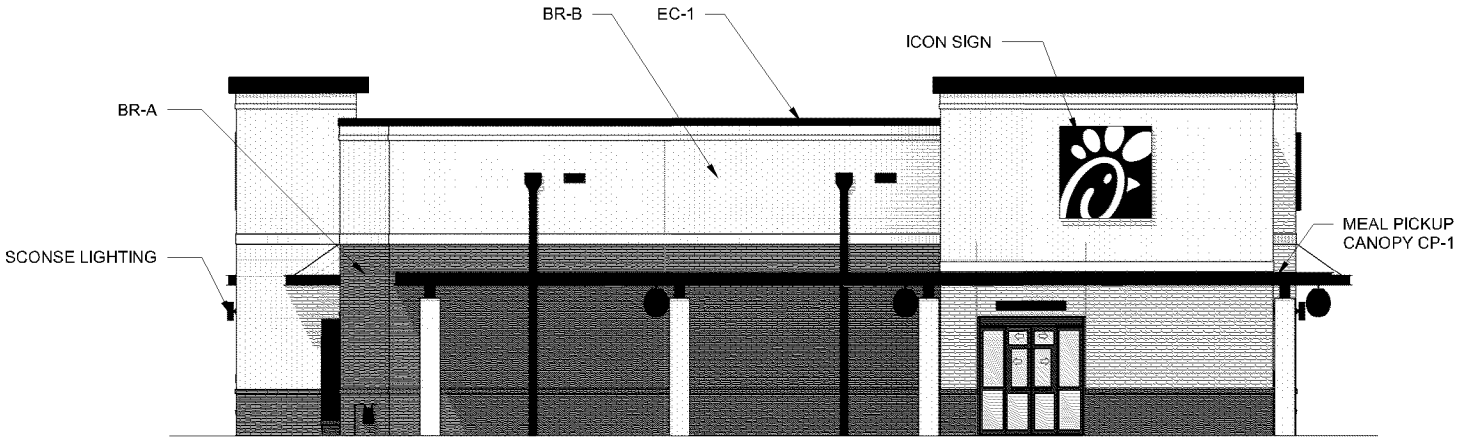
Attachment: Plan Set 5.13.22 (Consider Approval - Amend to PD, SU, Plat of Sub, Prelim & Final Dev Plan, SU and Var at Town Center)

CHICK-FIL-A ELEVATION

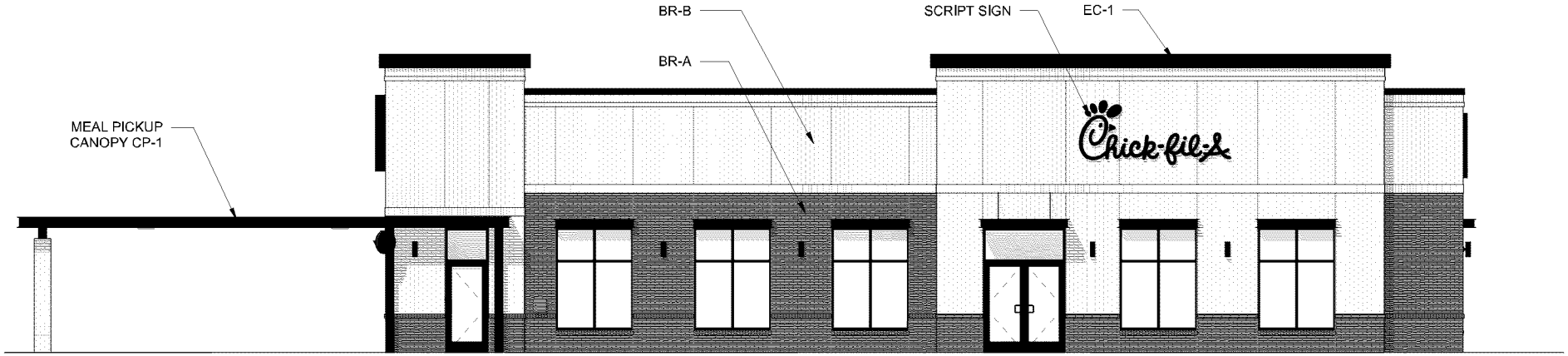
05252, BUFFALO GROVE TOWN CENTER FSU, BUFFALO GROVE, IL

05/04/2022

5/5/2022 8:49:57 AM
D03



EAST ELEVATION
1/8" = 1'-0"



NORTH ELEVATION
1/8" = 1'-0"

EXTERIOR FINISHES

BR-A
BRICK VENEER
COLOR: SLATE GREY
SIZE: MODULAR

BR-B
BRICK VENEER
COLOR: RIDGEMAR
SIZE: MODULAR

EC-1
PREFINISHED METAL COPING
COLOR: MIDNIGHT BRONZE

CP-1
PREFINISHED METAL
COLOR: DARK BRONZE

ST-1
STOREFRONT
COLOR: DARK BRONZE

CHICK-FIL-A ELEVATIONS

05252, BUFFALO GROVE TOWN CENTER FSU, BUFFALO GROVE, IL

05/04/2022

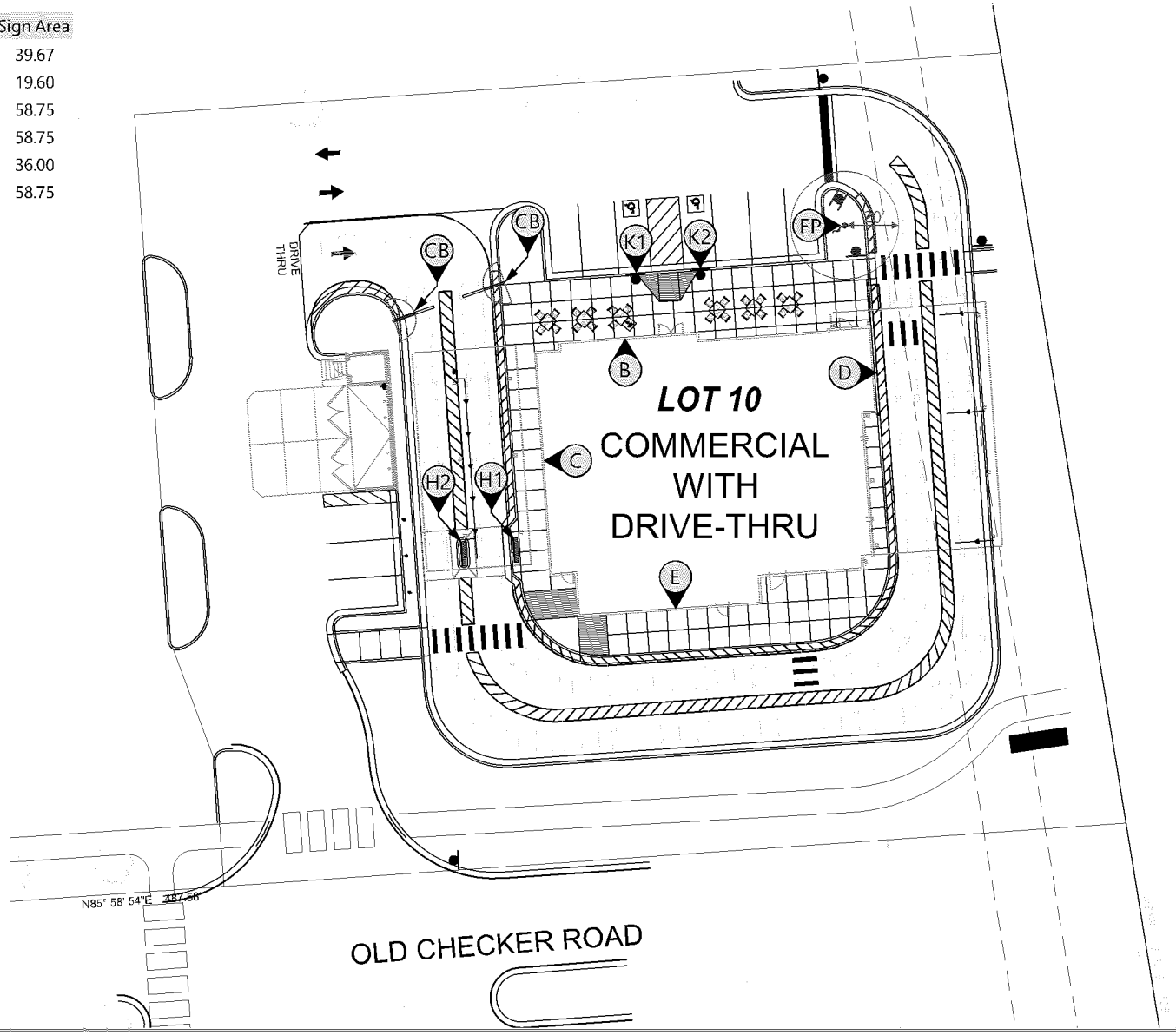
5/5/2022 8:50:02 AM
004

Attachment: Plan Set 5.13.22 (Consider Approval - Amend to PD, SU, Plat of Sub, Prelim & Final Dev Plan, SU and Var at Town Center)

Item	Description	Qty	Sign Area
A1/A4	Tenant Panels	4	39.67
A3	Tenant Panels	2	19.60
B	Wall Sign - Script 5' set	1	58.75
C	Wall Sign - Script 5' set	1	58.75
D	Wall Sign - Icon	1	36.00
E	Wall Sign - Script 5' set	1	58.75

Item	Description	Qty
H1	Menu Board (Lane 1)	1
H2	Menu Board (Lane 2)	1
CB	Clearance Bar	2
FP	Flag pole (50')	1

SIGN A1, A2, A3 SHOWN ON SITE PLAN ON FOLLOWING PAGE, NOT SHOWN ON THIS PAGE



CLAYTON Signs 50 YEARS
5198 North Lake Drive
Lake City, GA 30260
404.361.3800
www.claytonsigns.com

SITE PLAN

DRAWING FILE - CFA - BUFFALO GROVE, IL SIGNAGE.CDR

ALL ELECTRICAL SIGNS ARE 120 VOLTS UNLESS OTHERWISE INDICATED

DRAWN BY	Ben Holliday
ACCOUNT REP.	Ben Holliday
DRAWING DATE	May 2, 2022
REVISION DATE	May 4, 2022

STORE NUMBER	STORE ADDRESS
L05252	Chick-fil-A at Buffalo Grove, IL Illinois Rt 83 Buffalo Grove, IL

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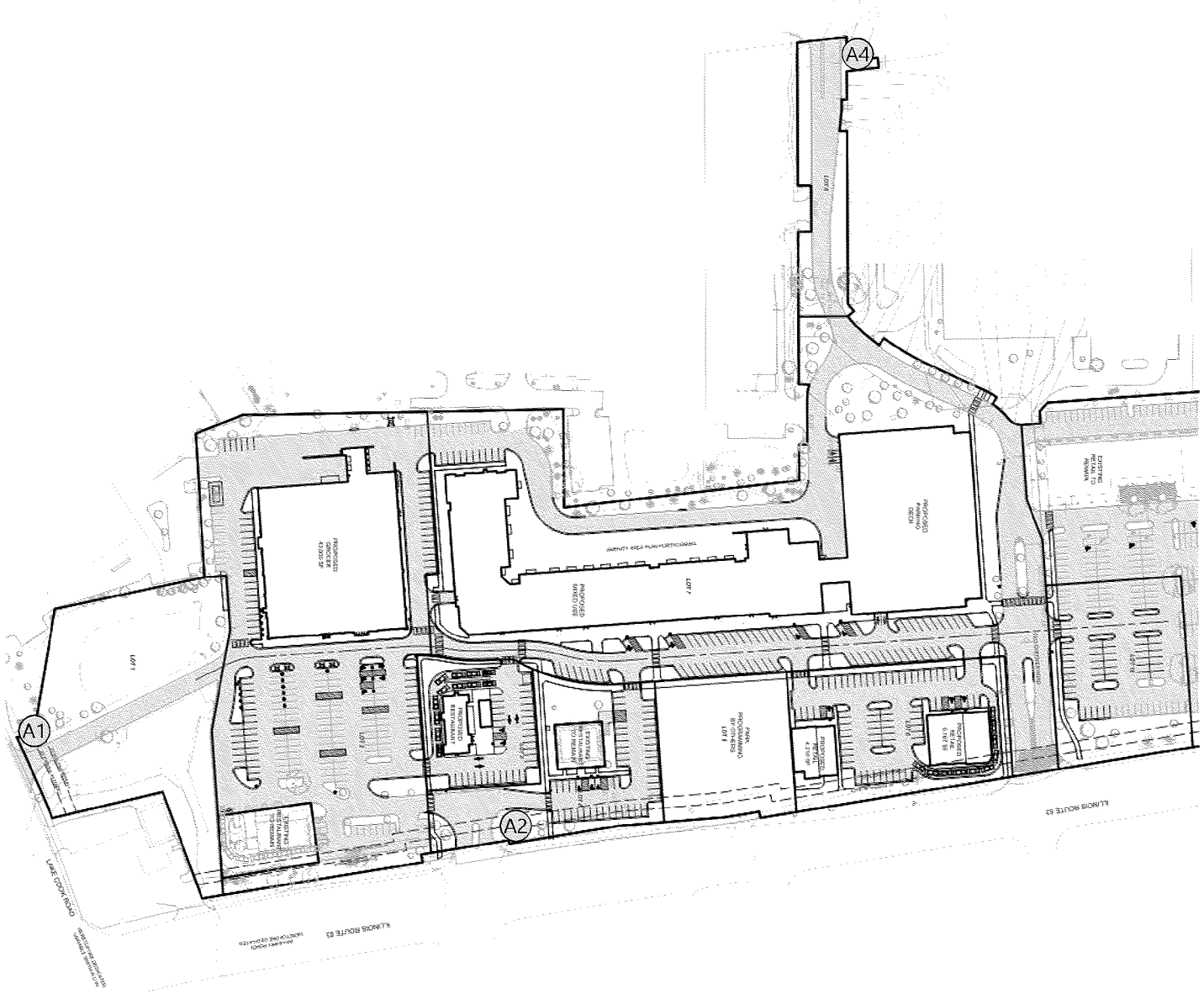
SITE PLAN



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SITE PLAN

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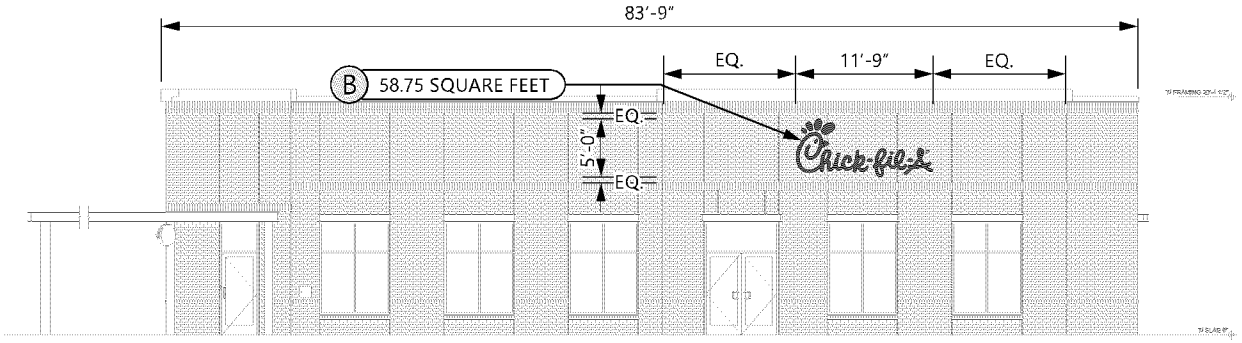
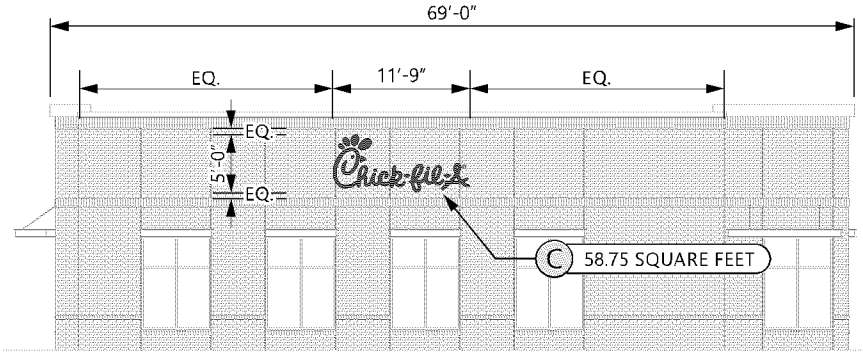
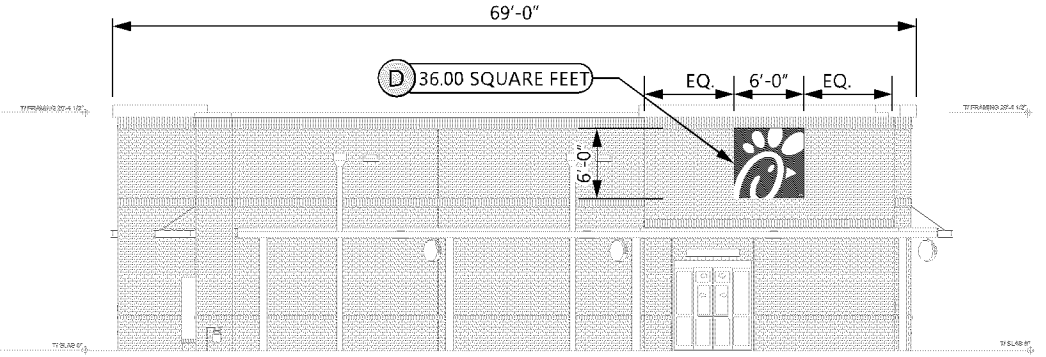
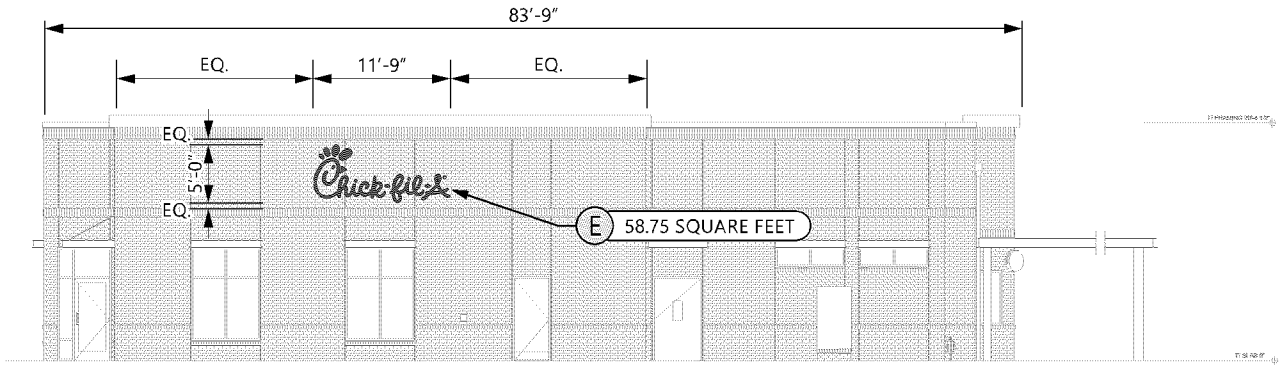
SITE PLAN









ELEVATIONS

SCALE - 3/32" = 1'- 0"

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5198 North Lake Drive
Lake City, GA 30260
404.361.3800
www.claytonsigns.com

ELEVATIONS

DRAWING FILE - CFA - BUFFALO GROVE, IL SIGNAGE.CDR

ALL ELECTRICAL SIGNS ARE 120 VOLTS UNLESS OTHERWISE INDICATED

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ACCOUNT REP.	Ben Holliday
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STORE NUMBER	STORE ADDRESS
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BUILDING ELEVATIONS

SPECIFICATIONS

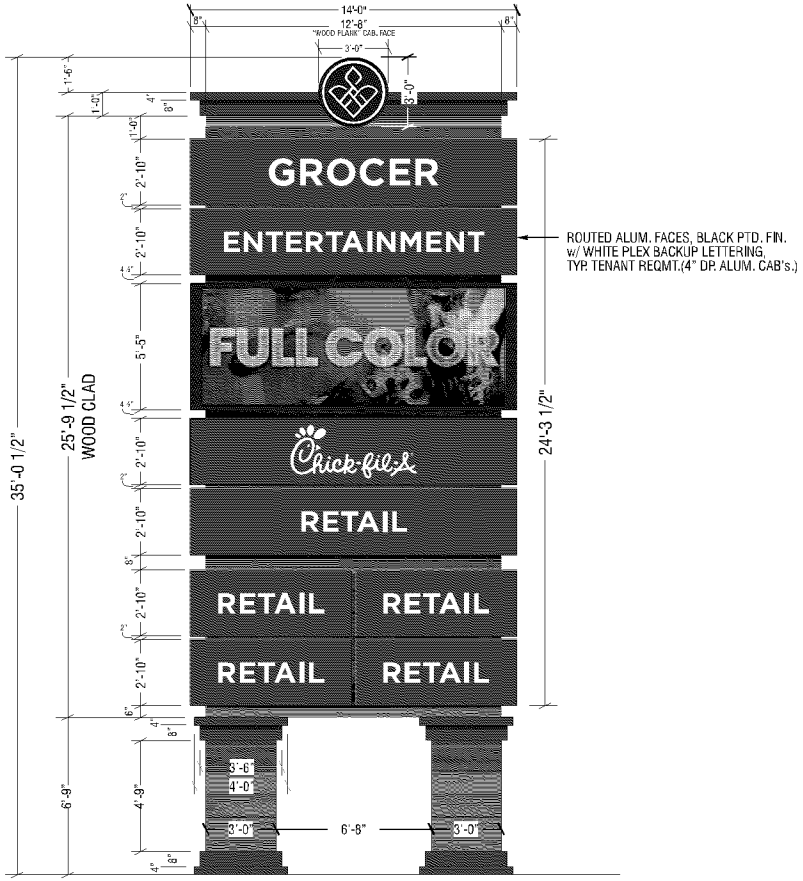
ALUMINUM FACES WITH ROUTED STENCIL-CUT GRAPHICS BACKED WITH ACRYLIC. FACES TO BE IN SAME POSITION ON BOTH SIDES OF EXISTING DOUBLE-FACED SIGN.

BLACK

7328 WHITE ACRYLIC

ELEVATION

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



ELEVATION

SCALE - 3/16" = 1'- 0"

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5198 North Lake Drive
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www.claytonsigns.com

TENANT SIGN

DRAWING FILE - CFA - BUFFALO GROVE, IL SIGNAGE.CDR

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LOCATION A1

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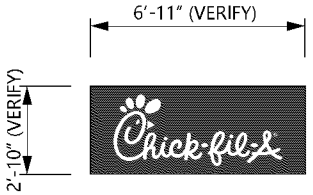
SPECIFICATIONS

ALUMINUM FACES WITH ROUTED STENCIL-CUT GRAPHICS BACKED WITH ACRYLIC. FACES TO BE IN SAME POSITION ON BOTH SIDES OF EXISTING DOUBLE-FACED SIGN.

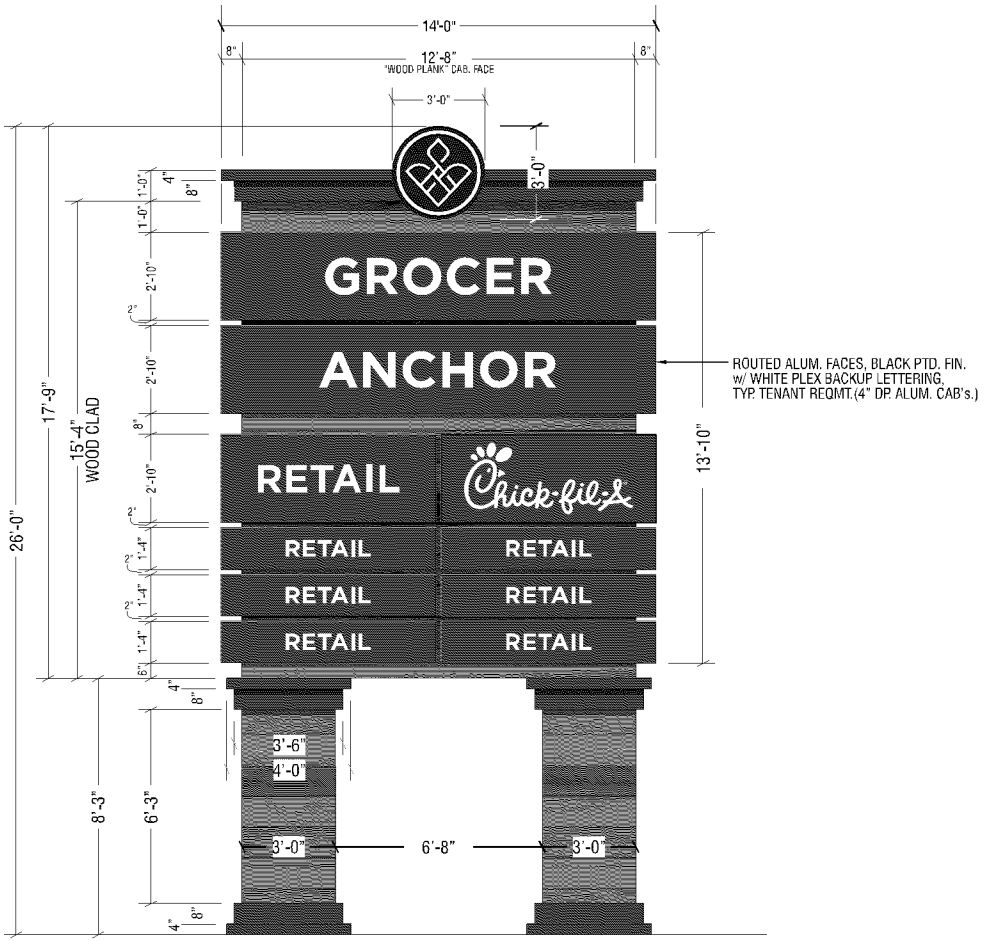
BLACK IS M SINGLE STAGE (G2-SERIES) RED #48247

7328 WHITE ACRYLIC



ELEVATION

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



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TENANT SIGN

DRAWING FILE - CFA - BUFFALO GROVE, IL SIGNAGE.CDR

ALL ELECTRICAL SIGNS ARE 120 VOLTS UNLESS OTHERWISE INDICATED

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LOCATION A2

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SPECIFICATIONS

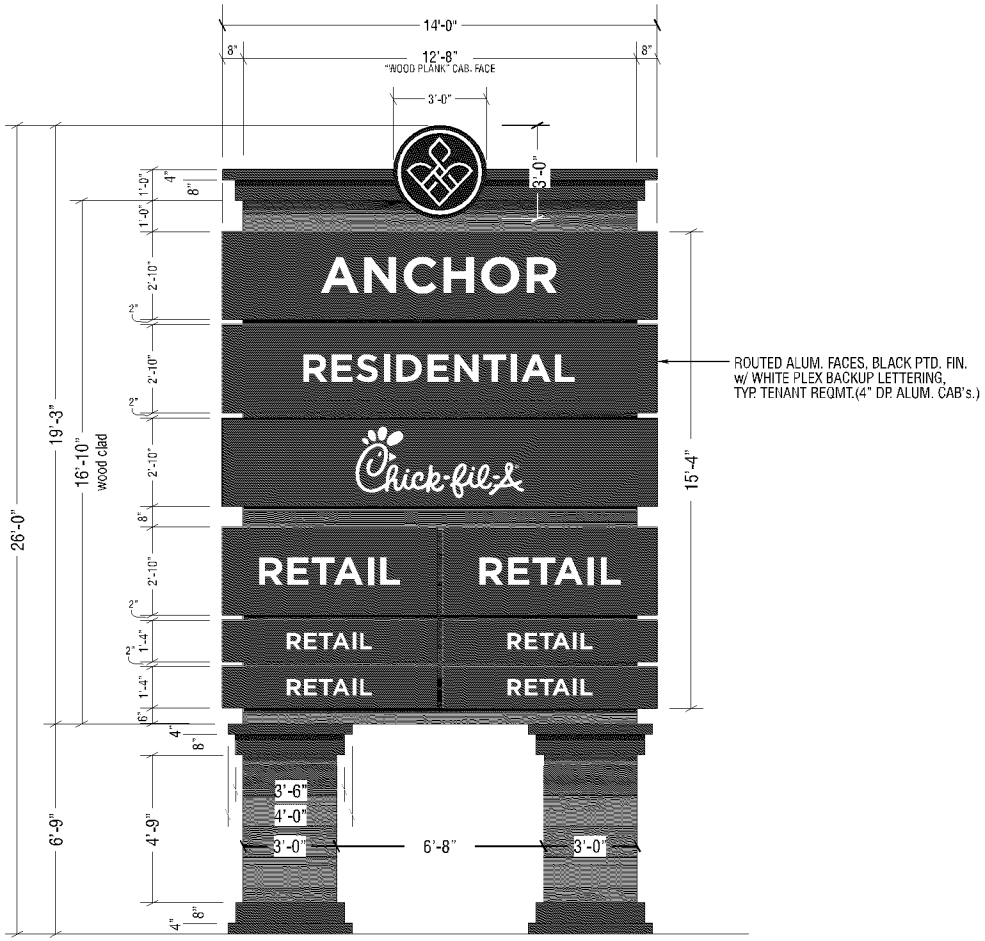
ALUMINUM FACES WITH ROUTED STENCIL-CUT GRAPHICS BACKED WITH ACRYLIC. FACES TO BE IN SAME POSITION ON BOTH SIDES OF EXISTING DOUBLE-FACED SIGN.

BLACK

7328 WHITE ACRYLIC

ELEVATION

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



ELEVATION

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

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TENANT SIGN

DRAWING FILE - CFA - BUFFALO GROVE, IL SIGNAGE.CDR

ALL ELECTRICAL SIGNS ARE 120 VOLTS UNLESS OTHERWISE INDICATED

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ACCOUNT REP.	Ben Holliday
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LOCATION A4

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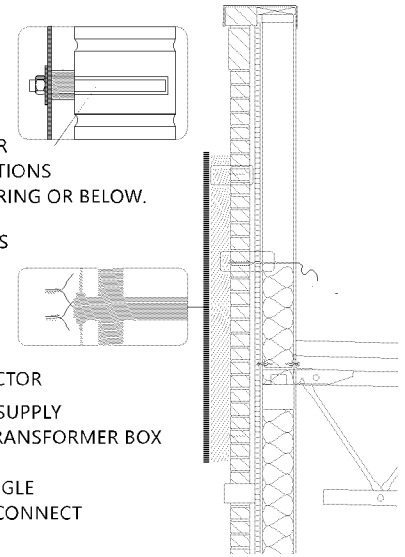
SPECIFICATIONS

CHICK-FIL-A SCRIPT LETTERS
LETTERS ARE LED-ILLUMINATED
CHANNEL LETTERS MOUNTED
ON ALUMINUM SURFACE OF BUILDING
WITH TRANSFORMERS REMOTELY
LOCATED BEHIND THE WALL IN
UL APPROVED TRANSFORMER BOXES.
FACES ARE 3/16" ACRYLIC
RETURNS ARE .063 ALUMINUM
BACKS ARE .080 ALUMINUM
ALL RETURNS ARE ARC-WELDED TO
LETTER BACKS

CHANNEL LETTER FACES
2793 RED ACRYLIC
TRIMCAP RETAINER-
1" RED JEWELITE TRIMCAP

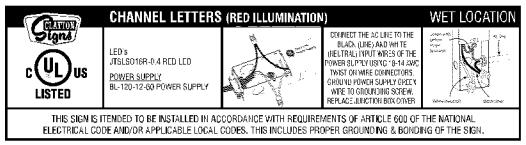
ALUMINUM RETURNS
PAINTED TO MATCH
SHERWIN WILLIAMS
SW6108 LATTE

ELEVATION
SCALE - 1/2" = 1'- 0"



FASTENER NOTE:
USE 18-8 STAINLESS STEEL BOLTS W/ SPACERS THRU EIFS.
EXPANSION BOLTS IN CONCRETE OR BRICK WALLS.
TOGGLE BOLTS IN CONCRETE BLOCK OR PANEL WALLS.
TEK SCREWS IN METAL STUDS. LAG-BOLTS IN WOOD STUDS.
ALL THREAD BOLTS WITH BLOCKING BETWEEN STUDS.

CROSS-SECTION
SCALE - 1/2" = 1'- 0"



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LED-ILLUMINATED
CHANNEL LETTERS

DRAWING FILE - CFA - BUFFALO GROVE, IL SIGNAGE.CDR

ALL ELECTRICAL SIGNS ARE 120 VOLTS UNLESS OTHERWISE INDICATED

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ACCOUNT REP.	Ben Holliday
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STORE NUMBER	STORE ADDRESS
L05252	Chick-fil-A at Buffalo Grove, IL Illinois Rt 83 Buffalo Grove, IL

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LOCATION
B,C,E

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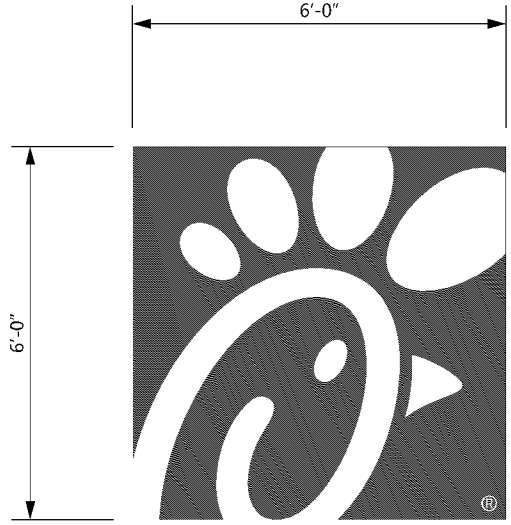
SPECIFICATIONS

CABINET
ALUMINUM CABINET HAS EXTRUDED ALUMINUM
FACES
FLEX FACES DECORATED WITH TRANSLUCENT VINYL
FILM ON SURFACE OF ACRYLIC.
INTERNALLY ILLUMINATED WITH WHITE LED 6500K LIGHTS.
DISCONNECT SWITCH AS REQUIRED PER NEC.

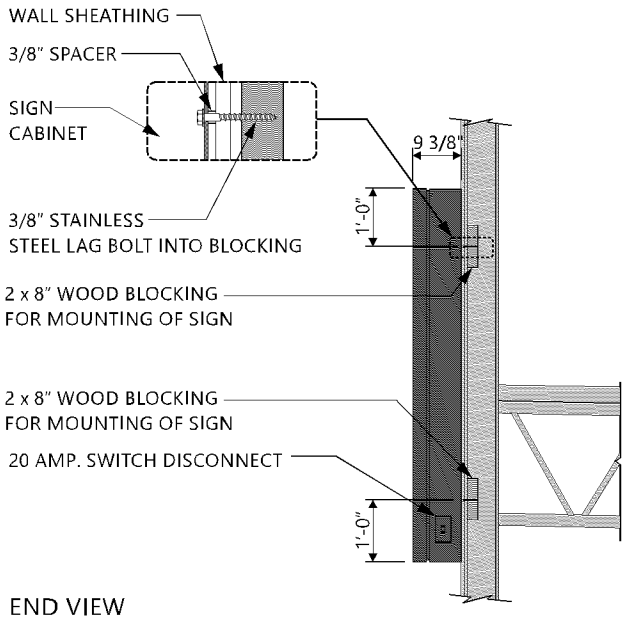
FACES
3M #3630-53 CARDINAL
RED TRANSLUCENT VINYL
CABINET
GENESIS M SINGLE STAGE
(G2-SERIES) RED #48247

3M PANOGRAPHIC III FLEX FACE

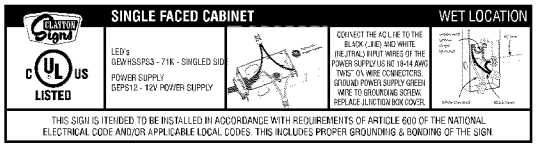


ELEVATION
SCALE - 1/2" = 1'- 0"

36.00 SQUARE FEET



END VIEW
SCALE - 1/2" = 1'- 0"



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WALL SIGN

DRAWING FILE - CFA - BUFFALO GROVE, IL SIGNAGE.CDR

ALL ELECTRICAL SIGNS ARE 120 VOLTS UNLESS OTHERWISE INDICATED

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ACCOUNT REP.	Ben Holliday
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LOCATION
D

SPECIFICATIONS

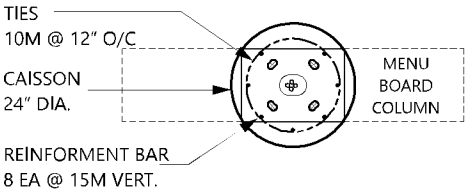
ALUMINUM CONSTRUCTION CABINETS
WITH DIGITAL DISPLAY BOARDS
WITH STATIC IMAGES

MENU BOARDS FURNISHED
BY COATES GROUP AND
INSTALLED BY HONOR BUILT
MENU BOARD COLUMN AND FRAMING
FURNISHED AND INSTALLED BY
PATTISON SIGN GROUP
ANCHOR CAGES AND FOOTINGS
FURNISHED AND INSTALLED BY
CLAYTON SIGNS

COLORS

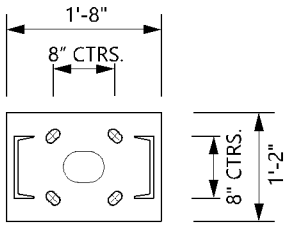
CHICK-FIL-A DARK BRONZE

WHITE REFLECTIVE VINYL FILM



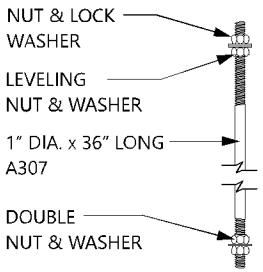
PLAN VIEW

SCALE - 1/2" = 1'- 0"



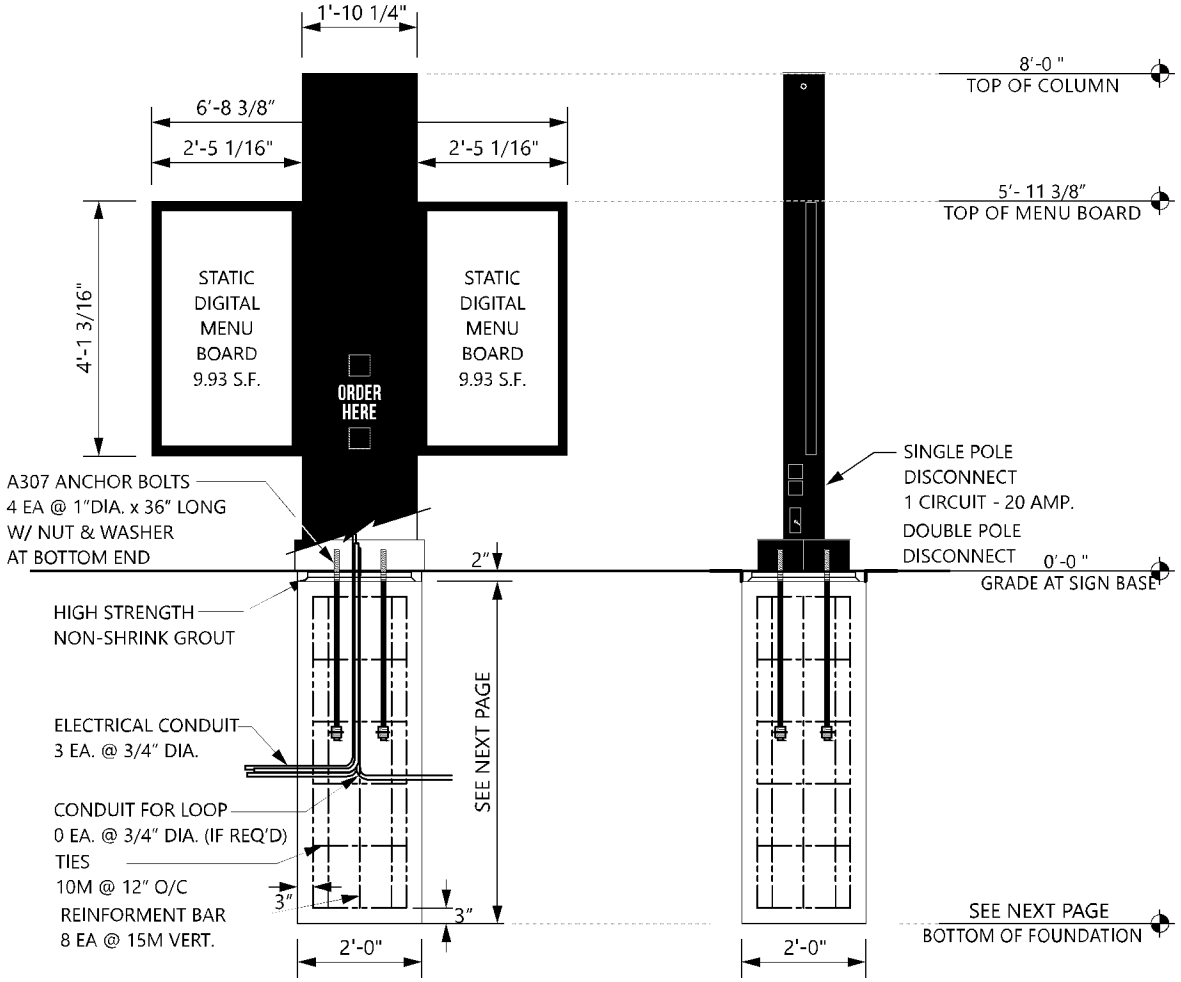
BASE PLATE DETAIL

SCALE - 3/4" = 1'- 0"



ANCHOR BOLT - QTY. 4

NOT TO SCALE



ELEVATION

SCALE - 1/2" = 1'- 0"

END VIEW

SCALE - 1/2" = 1'- 0"

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STATIC DIGITAL DRIVE-THRU
MENU BOARDS

DRAWING FILE - CFA - BUFFALO GROVE, IL SIGNAGE.CDR

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ACCOUNT REP.	Ben Holliday
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LOCATION
H1/H2

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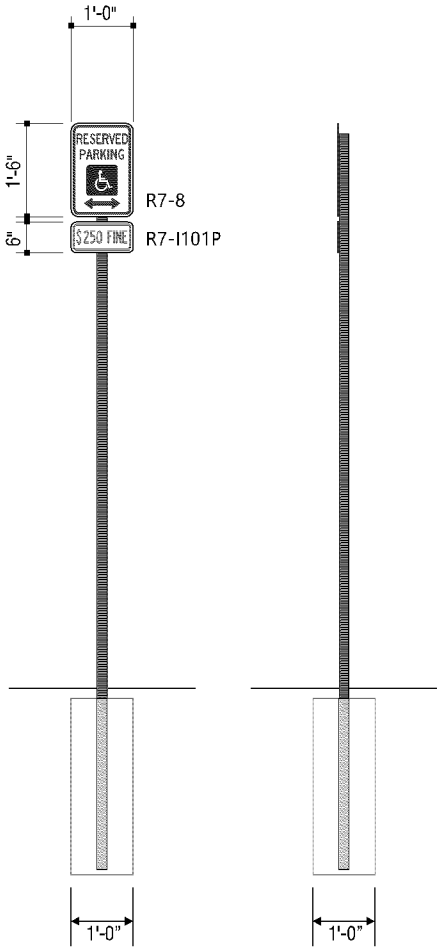
SPECIFICATIONS

SIGN PANELS
PANELS ARE .080 ALUMINUM
WITH REFLECTIVE BACKGROUND
AND GRAPHICS.
SIGN POSTS
POSTS ARE 2" x 2" SQUARE
ALUMINUM TUBING CAPPED ON TOP

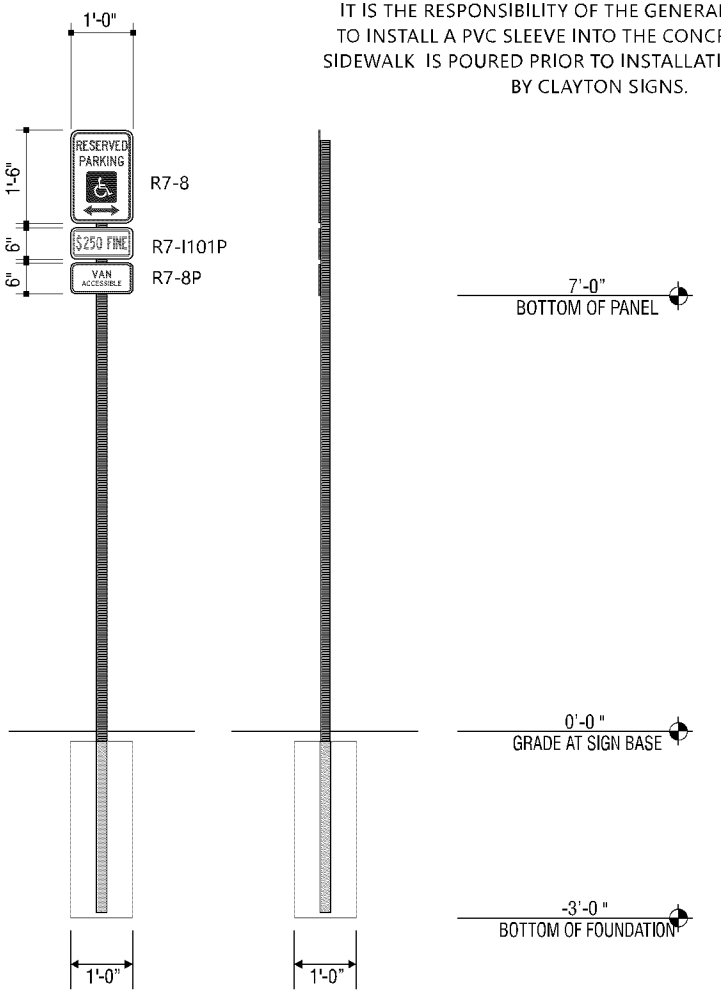
BACK OF SIGN PANEL AND POST
MATTHEWS #74155 DARK BRONZE

NOTE: IF THIS SIGN IS LOCATED ON THE SIDEWALK THEN IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO INSTALL A PVC SLEEVE INTO THE CONCRETE WHEN THE SIDEWALK IS POURED PRIOR TO INSTALLATION OF THE SIGN' BY CLAYTON SIGNS.



ELEVATION
SCALE - 1/2" = 1'- 0"

END VIEW
SCALE - 1/2" = 1'- 0"



ELEVATION
SCALE - 1/2" = 1'- 0"

END VIEW
SCALE - 1/2" = 1'- 0"

ILLINOIS STANDARD
R7-I101P

COLOR	LEGEND AND BORDER	GREEN
	BACKGROUND	WHITE
		REFLECTORIZED

SIGN SIZE	DIMENSIONS				
	A	B	C	D	E
12 X 6	12.00	6.00	1.50	10.00	4.25

SIGN SIZE	SERIES BY LINE	MARGIN	BORDER
	1		
12 X 6	2.5 B	0.375	0.438

All dimensions in inches Sign not to scale

Where a fine in excess of $250 is established by an agency in accordance with the statutes, the actual amount of the fine should be shown.

This plate may be mounted directly below the R7-8 sign or combined with that sign on a single 12 inch by 24 inch sign (R7-I101)

CLAYTON Signs 50 YEARS
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DOT REGULATORY TRAFFIC SIGNS

DRAWING FILE - CSA - BUFFALO GROVE, IL SIGNAGE.CDR

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DRAWN BY	Ben Holliday
ACCOUNT REP.	Ben Holliday
DRAWING DATE	May 2, 2022
REVISION DATE	May 2, 2022

STORE NUMBER	STORE ADDRESS
L05252	Chick-fil-A at Buffalo Grove, IL Illinois Rt 83 Buffalo Grove, IL

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LOCATION
K1/K2

Attachment: Plan Set 5.13.22 (Consider Approval - Amend to PD, SU, Plat of Sub, Prelim & Final Dev Plan, SU and Var at Town Center)

SPECIFICATIONS

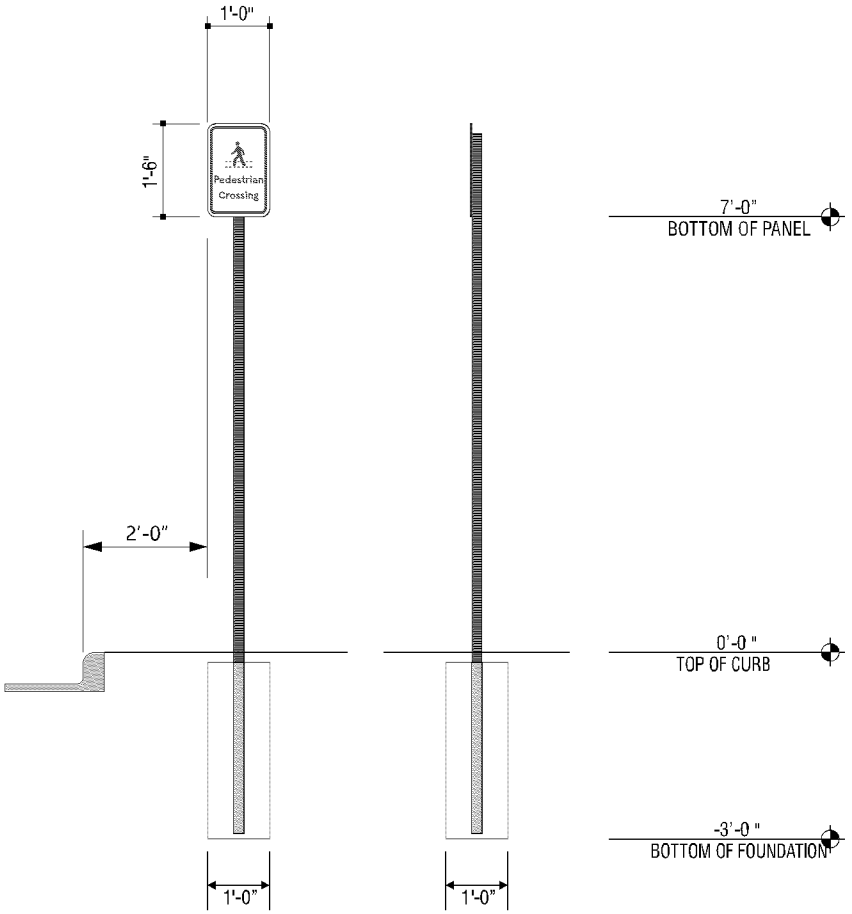
SIGN PANELS
PANELS ARE .080 ALUMINUM
WITH REFLECTIVE BACKGROUND
AND GRAPHICS.
SIGN POSTS
POSTS ARE 2" x 2" SQUARE
ALUMINUM TUBING CAPPED ON TOP

SIGN PANEL
3M #680-82 REFLECTIVE RED.

SIGN PANEL
3M #680-10 REFLECTIVE WHITE

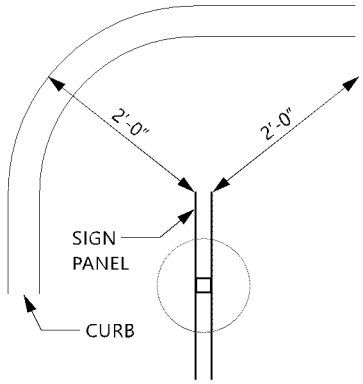
BACK OF SIGN PANEL AND POST
MATTHEWS #74155 DARK BRONZE

SOME COLORS MAY NOT BE USED ON
THIS PAGE



ELEVATION
SCALE - 1/2" = 1'- 0"

END VIEW
SCALE - 1/2" = 1'- 0"



PLAN VIEW
SCALE - 3/4" = 1'- 0"

CLAYTON Signs 50 YEARS
5198 North Lake Drive
Lake City, GA 30260
404.361.3800
www.claytonsigns.com

DOT REGULATORY TRAFFIC SIGNS

DRAWING FILE - C:\EA - BUFFALO GROVE, IL SIGNAGE.CDR

ALL ELECTRICAL SIGNS ARE 120 VOLTS UNLESS OTHERWISE INDICATED

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LOCATION
L

SPECIFICATIONS

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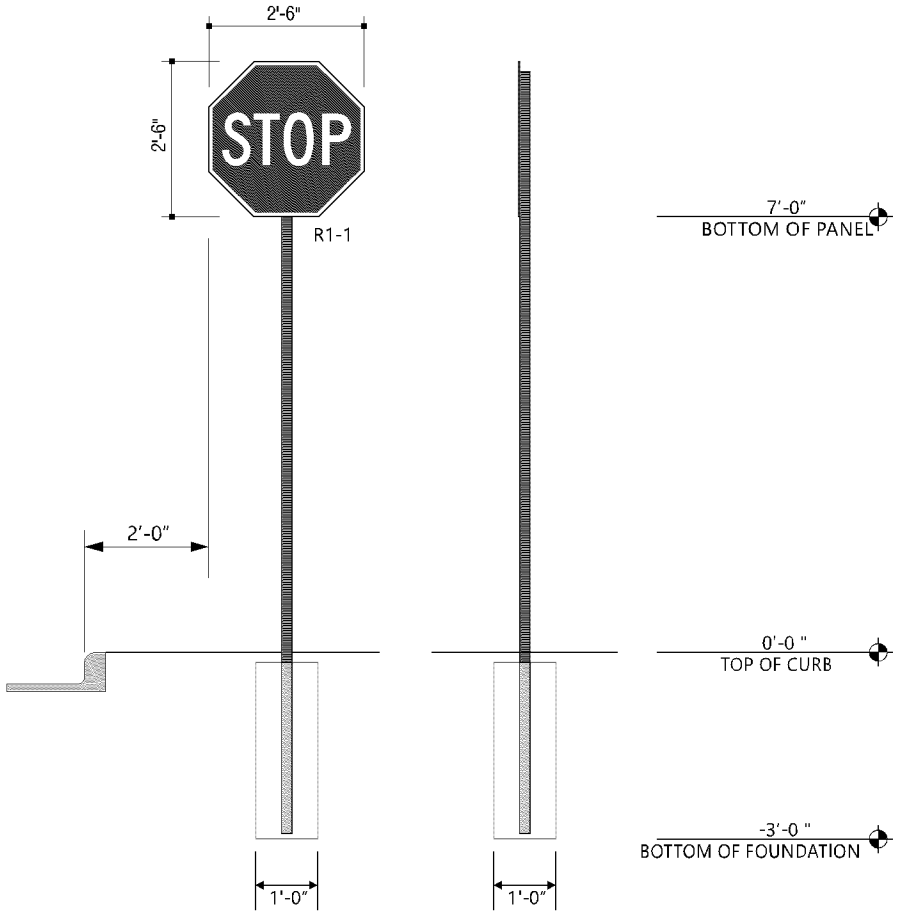

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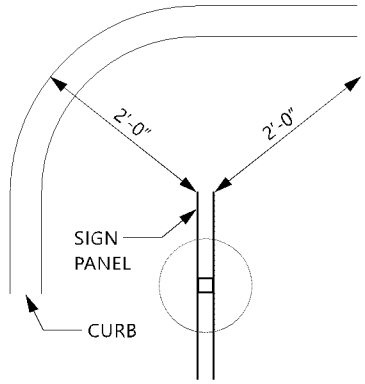

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LOCATION
M

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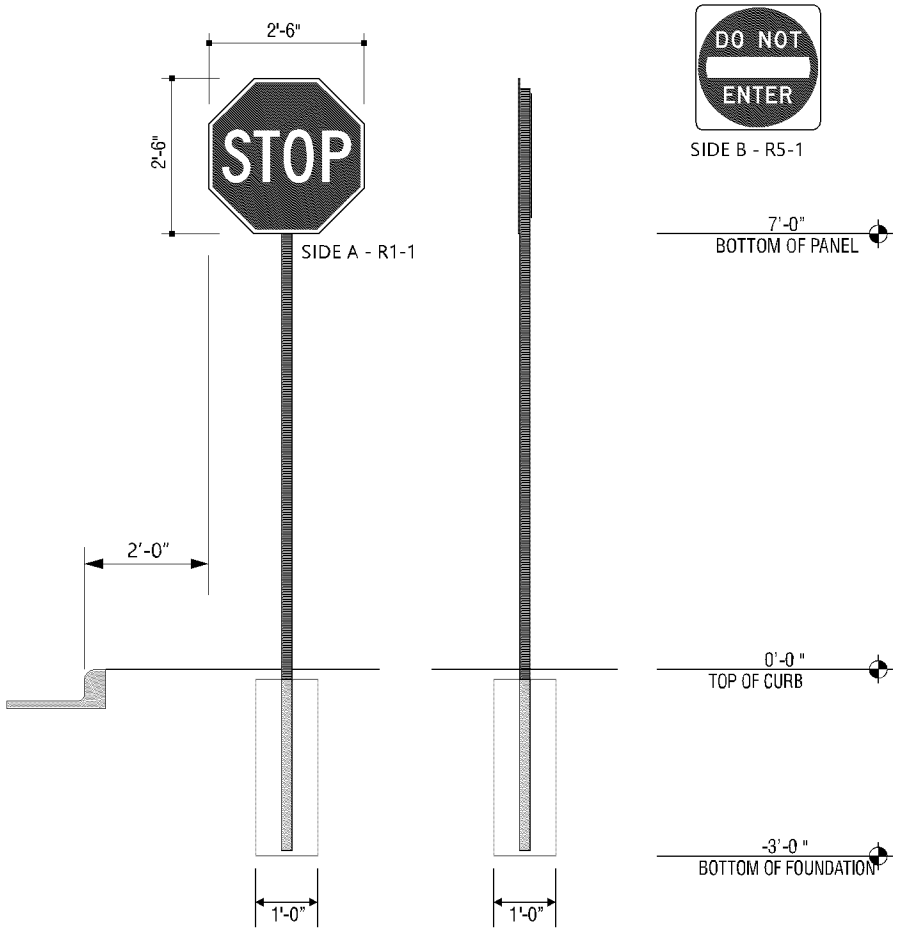

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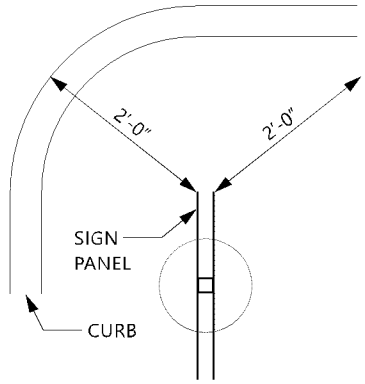

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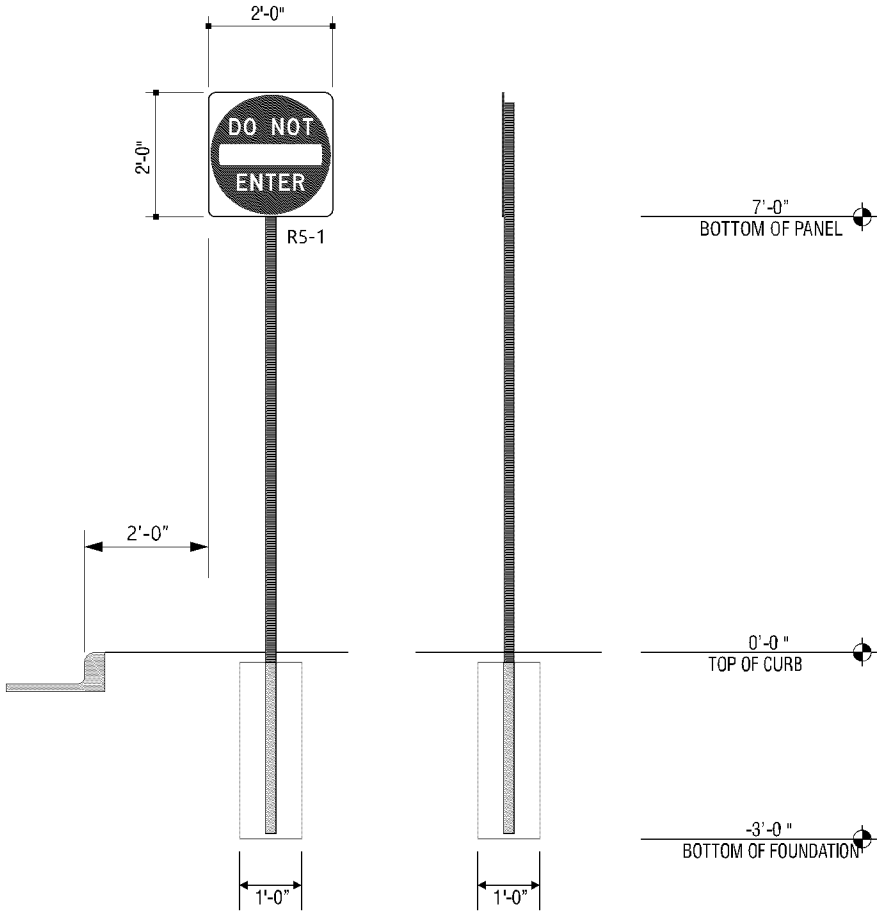

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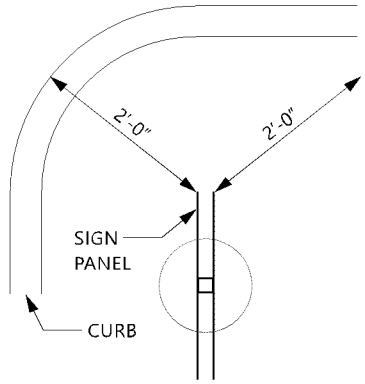

PLAN VIEW
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LOCATION
O

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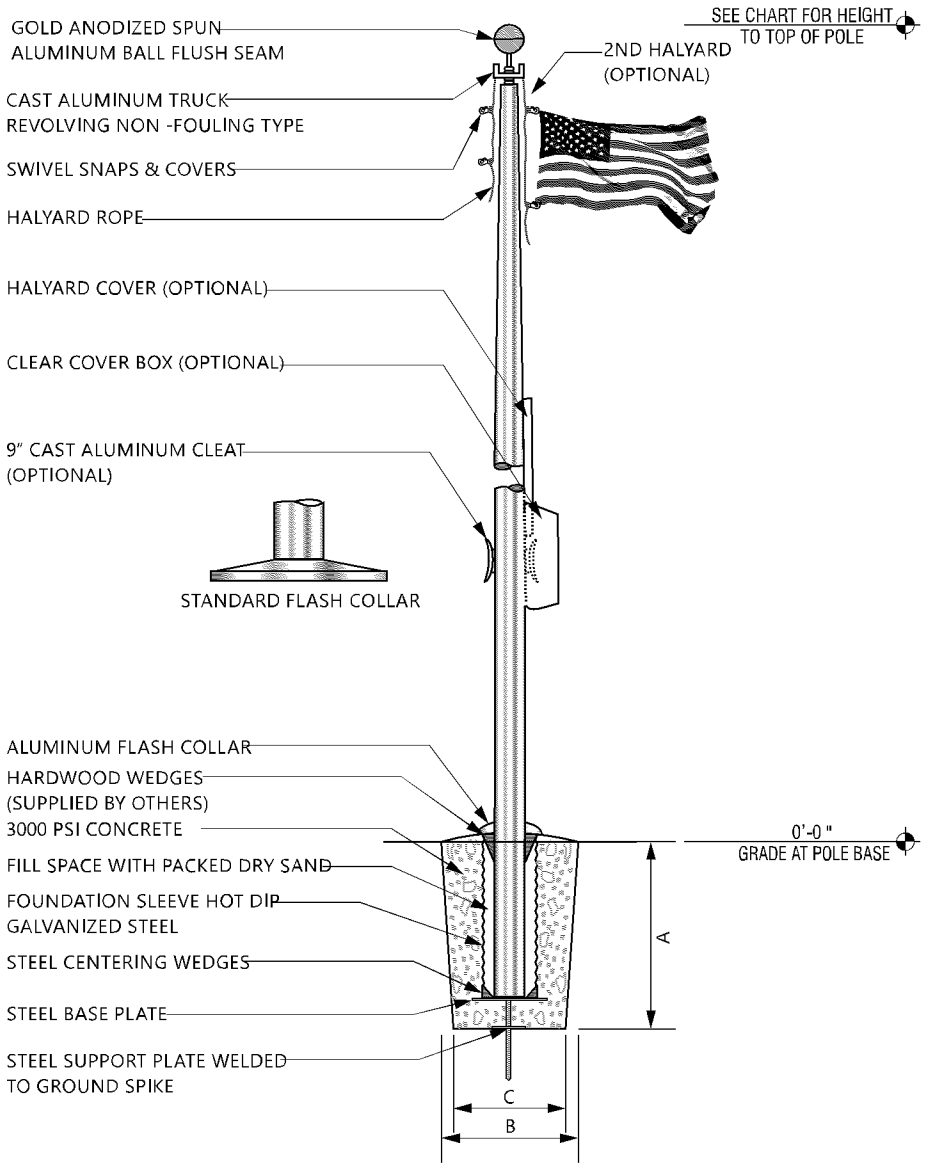

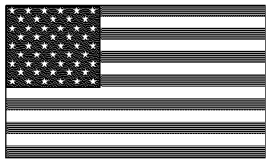

FLAG SIZES

POLE	A	B	MATERIAL
20'	3'0"	5'0"	POLYESTHER
25'	4'0"	6'0"	POLYESTHER
30'	5'0"	8'0"	POLYESTHER
35'	6'0"	10'0"	POLYESTHER
40'	8'0"	12'0"	POLYESTHER
45'	8'0"	12'0"	POLYESTHER
50'	12'0"	18'0"	POLYESTHER

FOUNDATION SIZES

HEIGHT	A	B	C
20'	3'6"	30"	24"
25'	3'6"	30"	24"
30'	3'6"	30"	24"
35'	4'0"	36"	30"
40'	4'6"	42"	36"
45'	5'0"	48"	42"
50'	5'6"	48"	42"

GROUND SLEEVE AND CONCRETE INSTALLED BY THE GENERAL CONTRACTOR
POLE INSTALLED ON PRE-INSTALLED GROUND SLEEVE BY SIGN CONTRACTOR

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FLAG POLE

DRAWING FILE - CFA - BUFFALO GROVE, IL SIGNAGE.CDR

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LOCATION
FP

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SPECIFICATIONS

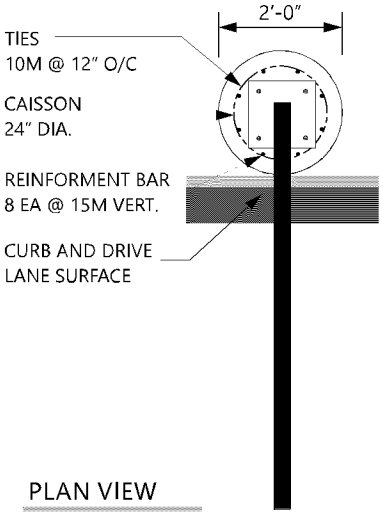
STEEL CLEARANCE BAR

CLEARANCE BAR FURNISHED
AND INSTALLED BY
PATTISON SIGN GROUP
ANCHOR CAGES AND FOOTINGS
FURNISHED AND INSTALLED BY
CLAYTON SIGNS

COLORS

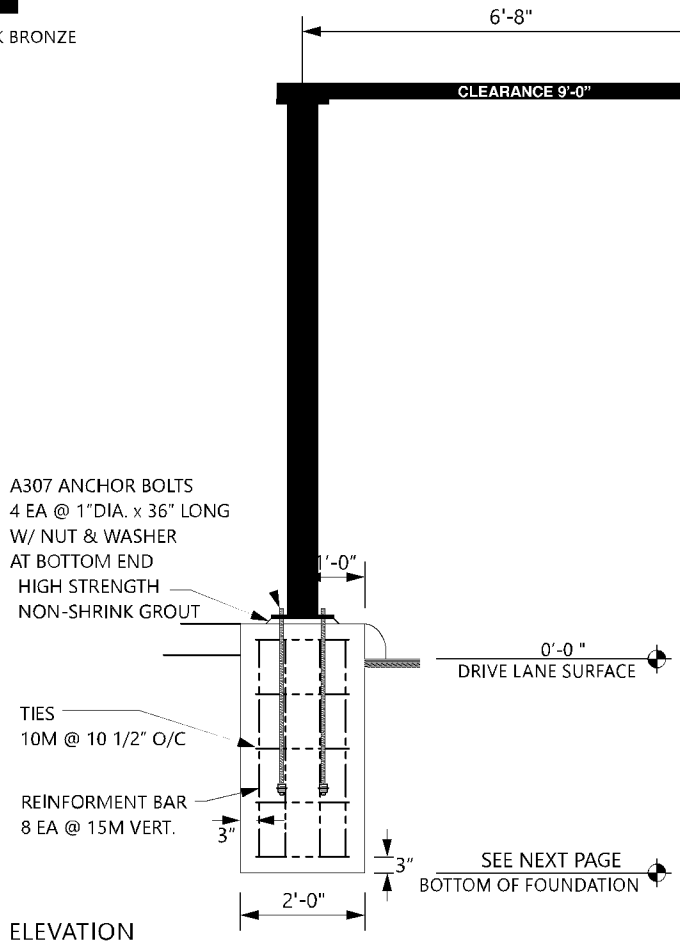
[redacted]

CHICK-FIL-A DARK BRONZE



PLAN VIEW

SCALE - 1/2" = 1'- 0"



ELEVATION

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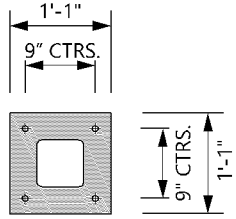
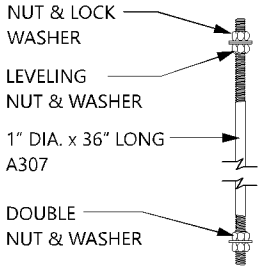


BASE PLATE DETAIL

SCALE - 3/4" = 1'- 0"



ANCHOR BOLT - QTY. 4

NOT TO SCALE

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DRIVE-THRU
CLEARANCE BAR

DRAWING FILE - CFA - BUFFALO GROVE, IL SIGNAGE.CDR

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LOCATION
CB

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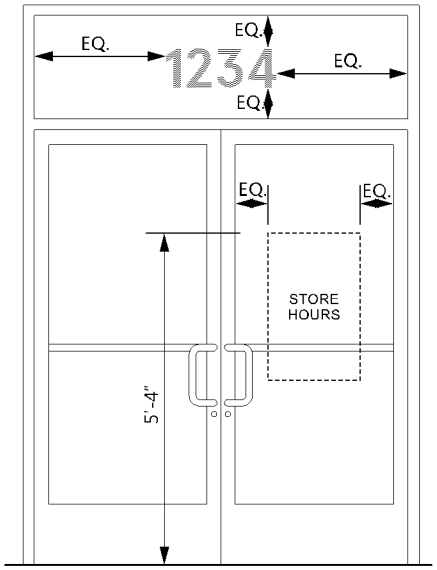

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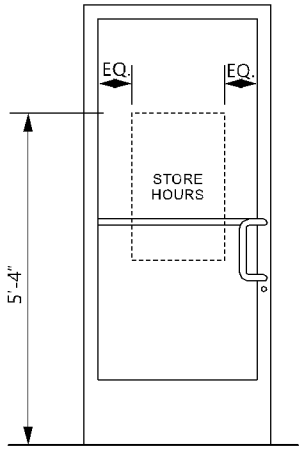


ELEVATION

SCALE - 1/2" = 1'- 0"

ELEVATION

SCALE - 1 1/2" = 1'- 0"

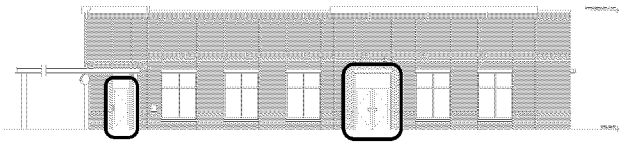
LETTERING IS 3M #7725-10 OPAQUE WHITE VINYL FILM (SHOWN IN GREY FOR ILLUSTRATION)
CREDIT CARD LOGOS ARE INDIVIDUAL PRINTED DECALS ON CLEAR FILM.
ALL GRAPHICS ARE APPLIED TO EXTERIOR SURFACE OF GLASS.
STORE HOURS MAY BE DIFFERENT PER STORE.
SUNDAY HAS RED VINYL FILM STRIKE THROUGH ON IT.
PROVIDE EXTRA 6:00 PER EACH SET.

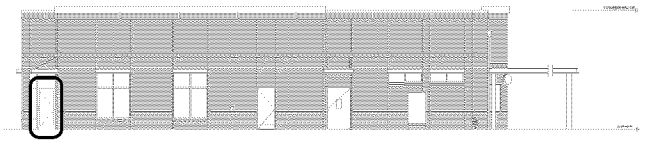
8" TALL ADDRESS NUMBERS ARE 3M #7725-10 OPAQUE WHITE VINYL FILM APPLIED TO EXTERIOR SURFACE OF GLASS. (SHOWN IN GREY FOR ILLUSTRATION)
APERCU BOLD FONT

VERIFY ADDRESS BEFORE MAKING NUMBERS

ELEVATION

NOT TO SCALE





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WINDOW GRAPHICS

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**** Facade materials will include a combination of painting/staining of existing masonry, phenolic resin or fiber cement panels, and metal panels. Colors and placement of facade materials subject to change upon building design.**

5-3-22
Proj No. 082526

BUFFALO GROVE TOWN CENTER PROPOSED RENOVATION CONCEPT

KENSINGTON DEVELOPMENT PARTNERS

WOOLPERT ARCHITECTURE | ENG

** Facade materials will include a combination of painting/staining of existing masonry, phenolic resin or fiber cement panels, and metal panels. Colors and placement of facade materials subject to change upon building design.

4-12-22

Proj No. 082

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KENSINGTON DEVELOPMENT PARTNERS

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KENSINGTON DEVELOPMENT PARTNERS

WOOLPERT ARCHITECTURE | ENG

NOTES

- **A** EXISTING BOWLERO
  - 54,000 Square Feet
- **B** EXISTING COMMERCIAL BUILDING
  - ~22,600 SF Ground-Floor Retail
  - ~11,400 SF Second Story Office/Services
- **C** NEW DRIVE-THRU RESTAURANT
  - Chick-Fil-A (5,400 Square Feet)
- **D** PARKING LOT SCREENING
  - Shrubs, Grasses, and Perennials
- **E** DECORATIVE CROSSWALK
- **F** OUTDOOR DINING OPPORTUNITY

THE CLOVE

PHASE 2 MASTER PLAN CONCEPT - NORTH

BUFFALO GROVE, ILLINOIS

0 40' 80' 160' NORTH

KENSINGTON DEVELOPMENT PARTNERS

APRIL 29, 2022

THE CLOVE

THE LAKOTA GROUP.

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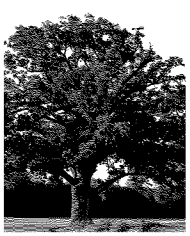
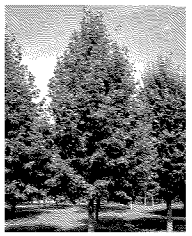
DECIDUOUS TREES

Ginkgo biloba 'Princeton Sentry'
Princeton Sentry Maidenhair Tree

Gymnocladus dioica
Kentucky Coffee Tree

Fagus sylvatica
European Beech

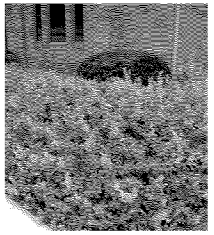

Quercus macrocarpa
Bur Oak


Tilia euchlor 'Redmond'
Redmond Linden

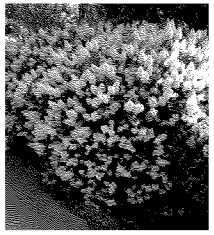
DECIDUOUS SHRUBS

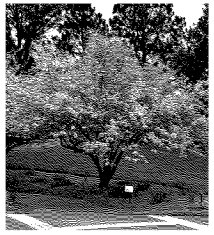
Aronia melanocarpa
Glossy Black Chokeberry

Myrica pensylvanica
Bayberry


Rhus aromatica 'Gro Low'
Gro Low Sumac

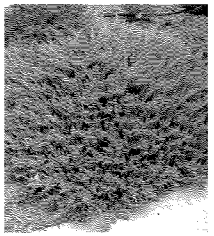
Spirea betulifolia 'Tor'
Birchleaf Spirea


Syringa patula 'Ms. Kim'
Ms. Kim Lilac

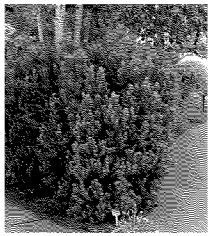

Viburnum prunifolium
Blackhaw Viburnum

EVERGREEN SHRUBS

Juniperus chinensis 'Sea Green'
Sea Green Juniper

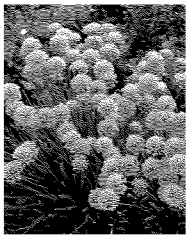

Juniperus horizontalis
'Plumosa Compacta'
Youngstown Andorra Juniper

Taxus media 'EverLow'
Everlow Yew


Taxus media 'Hicksii'
Hicks Yew

Thuja occidentalis 'Nigra'
American Arborvitae

PERENNIALS & ORNAMENTAL GRASSES

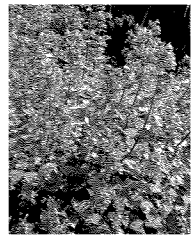

Allium 'Summer Beauty'
Summer Beauty Allium

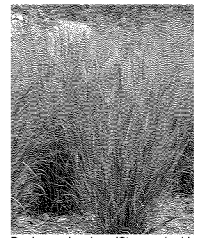
Deschampsia cespitosa
Tufted Hair Grass

Echinacea purpurea
Purple Coneflower

Hemerocallis
'Little Wine Cup'
Little Wine Cup Daylily

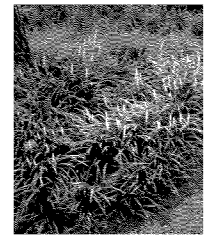
Liatris spicata
'Floristan White'
Blazing Star


Nepeta x mussini
'Blue Wonder'
Blue Wonder Catmint


Panicum virgatum 'Shenandoah'
Shenandoah Switch Grass

Sporobolus heterolepsis
Prairie Dropseed

GROUNDCOVERS


Liriope spicata
Lilyturf

Waldsteinia ternata
Barren Strawberry

THE CLOVE

PHASE 2 MASTER PLAN - PLANT IMAGES

BUFFALO GROVE, ILLINOIS

KENSINGTON DEVELOPMENT PARTNERS

APRIL 29, 2022

KENSINGTON DEVELOPMENT PARTNERS

APRIL 29, 2022

THE CLOVE

THE KOTA GROUP

THE KOTA GROUP

Attachment: Plan Set 5.13.22 (Consider Approval - Amend to PD, SU, Plat of Sub, Prelim & Final Dev Plan, SU and Var at Town Center)

SPECIAL PAVING AND FURNITURE

DRIVE-THRU/PARKING LOT SCREENING

PARKING ISLAND PLANTING

RETAIL/PARKING CONNECTIVITY

THE CLOVE

PHASE 2 MASTER PLAN - CHARACTER IMAGES

BUFFALO GROVE, ILLINOIS

KENSINGTON DEVELOPMENT PARTNERS

APRIL 29, 2022

KENSINGTON DEVELOPMENT PARTNERS

APRIL 29, 2022

THE CLOVE

THE KOTA GROUP

THE KOTA GROUP.

Attachment: Plan Set 5.13.22 (Consider Approval - Amend to PD, SU, Plan of Sub, Prelim & Final Dev Plan, SU and Var at Town Center)

2.2.h

PRELIMINARY ENGINEERING PLANS

FOR

THE CLOVE

BUFFALO GROVE, ILLINOIS

PROJECT TEAM

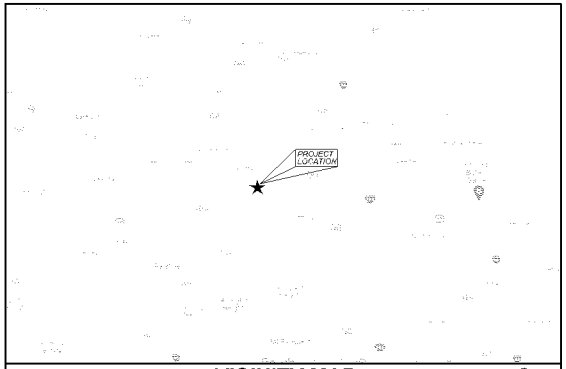
OWNER/DEVELOPER

IMKD5, LLC
710 Commerce Drive, Suite 130
Oak Brook, IL 60523
630 473 6550
Contact: Dan Rea

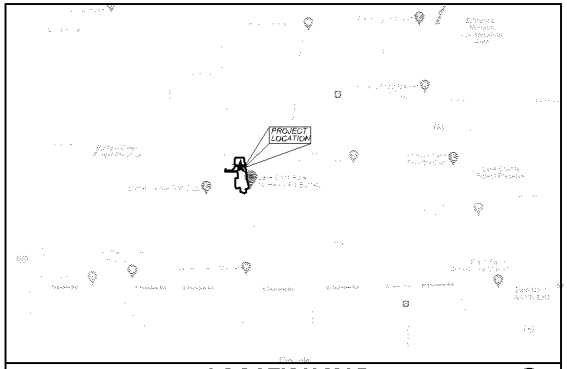
BGA Residential, LLC
2250 Progress Parkway
Schaumburg, IL 60173
312 726 9966
Contact: Jim Wells

ENGINEER

V3 Companies, Ltd.
7325 Janes Avenue
Woodridge, Illinois 60517
630 724 9200
Project Manager: John Brown, P.E.
jbrown@v3co.com
Project Engineer: Tom Kunschke, P.E.
tkunschke@v3co.com
Project Engineer: Matt Vogel
mvogel@v3co.com



VICINITY MAP
NO SCALE



LOCATION MAP
NO SCALE

INDEX

CIVIL ENGINEERING PLANS

C0.0	TITLE SHEET
C1.0	GENERAL NOTES , LEGEND, AND ABBREVIATIONS
C2.0	EXISTING CONDITIONS PLAN
C2.1	PRELIMINARY DEMOLITION PLAN - AREA 1
C2.2	PRELIMINARY DEMOLITION PLAN - AREA 2
C2.3	PRELIMINARY DEMOLITION PLAN - AREA 3
C3.0	PRELIMINARY OVERALL SITE PLAN
C3.1	PRELIMINARY SITE PLAN - AREA 1
C3.2	PRELIMINARY SITE PLAN - AREA 2
C3.3	PRELIMINARY SITE PLAN - AREA 3
C4.0	PRELIMINARY OVERALL GRADING PLAN
C4.1	PRELIMINARY GRADING PLAN - AREA 1
C4.2	PRELIMINARY GRADING PLAN - AREA 2
C4.3	PRELIMINARY GRADING PLAN - AREA 3
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C5.1	PRELIMINARY UTILITY PLAN - AREA 1
C5.2	PRELIMINARY UTILITY PLAN - AREA 2
C5.3	PRELIMINARY UTILITY PLAN - AREA 3

SUPPORTING DOCUMENTS

4 SHEETS	ALTA, TOPOGRAPHIC, & TREE SURVEY

BENCHMARKS

BENCHMARK 1:
STATION DESIGNATION: AJ0076
ESTIMATED ELEVATION:
DATE: 8/4/2021

ELEVATION: 648.01 (NAVD88 GEOID 12B)
DATUM: NAVD88
DESCRIPTION: STATION LOCATED 33 FT. SOUTH OF THE EASTBOUND CENTERLINE OF LAKE COOK RD. 300 FT WEST OF E. BUFFALO GROVE ROAD AND 58 FT SOUTH OF A HIGHWAY ILLINOIS MARK WITH DISK POST.

NOTE:

STATION DESIGNATION: JB0WK
ESTIMATED ELEVATION: (NAVD88)
DATE: 11-23-2021

ELEVATION: 648.00 (NAVD88 GEOID 12B)
DATUM: NAVD88
DESCRIPTION: SOUTHEAST TAG BOLT ON FIRE HYDRANT NEAR SOUTH LINE OF PARCEL LOCATED 40' SOUTH OF SOUTHERLY CURB OF ACCESS DRIVE AND 3.9' WEST OF BACK OF WALK ALONG WEST SIDE OF IL RT. 83.

STATION DESIGNATION: JB0WK
ESTIMATED ELEVATION: (NAVD88)
DATE: 11-23-2021

ELEVATION: 649.01 (NAVD88 GEOID 12B)
DATUM: NAVD88
DESCRIPTION: SQUARE CUT IN CURB ON THE E. SIDE OF LOT 1 IN TOWN CENTER SUBDIVISION (SHELL PROPERTY) , LOCATED 16.6' NORTH OF THE NORTH CURB LINE OF LAKE COOK ROAD AND 10.8' WEST OF THE WEST LOAD LINE OF IL RT. 83.

THE ELEVATIONS ABOVE WERE KNOWN TO BE ACCURATE AT THE TIME THEY WERE ESTABLISHED. V3 DOES NOT CERTIFY TO THE ACCURACY THEREAFTER. NOR ASSUMES RESPONSIBILITY FOR THE MISUSE OR MISINTERPRETATION OF THE INFORMATION SHOWN HEREON.

IT IS ADVISED THAT ALL OF THE ABOVE ELEVATIONS BE CHECKED BEFORE EACH USE AND VERIFY A MINIMUM OF 2 SURROUNDING UTILITY RIM ELEVATIONS AND ANY ADJACENT BUILDING ELEVATIONS OR TOP OF CURB ELEVATIONS SHOWN HEREON PRIOR TO USE ON COMMENCEMENT OF ANY CONSTRUCTION OR OTHER WORK.

PERSONS USING THIS INFORMATION ARE TO CONTACT V3 IMMEDIATELY WITH ANY DISCREPANCIES FOUND PRIOR TO THE START OF ANY WORK.

Call Before You Dig
JULIE
800.892.0123
Call 48 hours before you dig
Joint Utility Locating Information for Excavators

PROFESSIONAL ENGINEER'S CERTIFICATION

I, JOHN BROWN, A LICENSED PROFESSIONAL ENGINEER OF ILLINOIS, HEREBY CERTIFY THAT THE CIVIL ENGINEERING PLANS WERE PREPARED ON BEHALF OF KENSINGTON DEVELOPMENT PARTNERS BY V3 COMPANIES, LTD. UNDER MY PERSONAL DIRECTION. THIS TECHNICAL SUBMISSION IS INTENDED TO BE USED AS AN INTEGRAL PART OF AND IN CONJUNCTION WITH THE PROJECT SPECIFICATIONS, AND CONTRACT DOCUMENTS.

DATED THIS _____DAY OF_____, A.D., 2022.

ILLINOIS LICENSED PROFESSIONAL ENGINEER 062-060103
MY LICENSE EXPIRES ON FEBRUARY 30, 2022

ILLINOIS LICENSED DESIGN FIRM NO. 184-000902

REVISIONS

NO.	DATE	DESCRIPTION
1	04-29-22	REVISED TO INCLUDE PHASE 2
2	06-09-22	REVISED LOT 10

ORIGINAL ISSUE DATE: APRIL 21, 2022

PROJECT NO. 20360
PROJECT MANAGER PM
DESIGNED BY MV/TK
DRAWN BY BD

TITLE SHEET

THE CLOVE

BUFFALO GROVE ILLINOIS

7325 Janes Avenue
Woodridge, IL 60517
630.724.9200 phone
www.v3co.com

DRAWING NO.
C0.0

Attachment: Plan Bd 5.13.22 (Condor Approval - Amend to PD #3, Part of Sub. Prelim & Final Eve Plan '83 and Vorat Town Center) (

Packet Pg. 105

N:\2020\20360\Drawings\ACAD\LD\S03.3\Sheet Drawings\C0.0 Tsht20360 S03.dwg 5/10/2022

GENERAL NOTES

1. EXISTING SITE TOPOGRAPHY, UTILITIES, RIGHT-OF-WAY AND HORIZONTAL CONTROL SHOWN ON THE DRAWINGS WERE OBTAINED FROM A SURVEY PREPARED BY:

   V3 COMPANIES, LTD.
   7325 JANES AVENUE
   WOODRIDGE, IL 60517

   COPIES OF THE SURVEY ARE AVAILABLE FROM THE SURVEYOR. SITE CONDITIONS MAY HAVE CHANGED SINCE THE SURVEY WAS PREPARED. CONTRACTORS TO VISIT SITE TO FAMILIARIZE THEMSELVES WITH THE CURRENT CONDITIONS.

2. ALL EXISTING TOPOGRAPHY, UNDERGROUND UTILITIES, STRUCTURES AND ASSOCIATED FACILITIES SHOWN ON THESE DRAWINGS HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS, THEREFORE, THEIR LOCATIONS AND ELEVATIONS MUST BE CONSIDERED APPROXIMATE ONLY. THERE MAY BE OTHER FACILITIES, THE EXISTENCE OF WHICH ARE NOT PRESENTLY KNOWN.

3. CONTRACTOR IS TO VERIFY ALL EXISTING STRUCTURES AND FACILITIES AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIAL AND STARTING WORK.

4. ALL APPLICABLE PROVISIONS OF THE CURRENT OCCUPATIONAL SAFETY AND HEALTH ACT ARE HEREIN INCORPORATED BY REFERENCE.

5. THE CONTRACTOR SHALL SUBSCRIBE TO ALL GOVERNING REGULATIONS AND SHALL OBTAIN ALL NECESSARY PUBLIC AGENCY PERMITS PRIOR TO STARTING WORK. THE CONTRACTOR, BY USING THESE PLANS FOR THEIR WORK, AGREE TO HOLD HARMLESS V3 COMPANIES LTD., THE MUNICIPALITY, THEIR EMPLOYEES AND AGENTS AND THE OWNER WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, DAMAGES, AND THE COST OF DEFENSE ARISING OUT OF CONTRACTOR(S) PERFORMANCE OF THE WORK DESCRIBED HEREIN, BUT NOT INCLUDING THE SOLE NEGLIGENCE OF THE OWNER, HIS AGENTS, THE ENGINEER, HIS EMPLOYEES AND AGENTS.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS FOR CONSTRUCTION ALONG OR ACROSS EXISTING STREETS OR HIGHWAYS. CONTRACTOR SHALL MAKE ARRANGEMENTS FOR THE PROPER BRACING, SHORING AND OTHER REQUIRED PROTECTION OF ALL ROADWAYS BEFORE CONSTRUCTION BEGINS. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE STREETS OR ROADWAYS AND ASSOCIATED STRUCTURES AND SHALL MAKE REPAIRS AS NECESSARY TO THE SATISFACTION OF THE OWNER OF THE ROADWAY.

7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ADEQUATE SIGNS, TRAFFIC CONTROL DEVICES AND WARNING DEVICES TO INFORM AND PROTECT THE PUBLIC DURING ALL PHASES OF CONSTRUCTION. BARRICADES AND WARNING SIGNS SHALL BE PROVIDED IN ACCORDANCE WITH THE IDOT STANDARD SPECIFICATIONS. ALL TRAFFIC CONTROL WORK SHALL BE DONE IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES."

8. EXCEPT WHERE MODIFIED BY THE CONTRACT DOCUMENTS, ALL WORK PROPOSED HEREON SHALL BE IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS WHICH ARE HEREBY MADE A PART HEREOF:

   a. "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" AS PREPARED BY IDOT, LATEST EDITION.

   b. "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS," LATEST EDITION.

   c. ILLINOIS RECOMMENDED STANDARDS FOR SEWAGE WORKS," AS PUBLISHED BY THE IEPA, LATEST EDITION.

   d. THE LATEST EDITIONS OF THE MUNICIPAL CODE AND STANDARDS OF THE VILLAGE OF BUFFALO GROVE.

   e. THE NATIONAL ELECTRIC CODE.

   f. THE ILLINOIS ACCESSIBILITY CODE.

   g. CLEAN CONSTRUCTION OR DEMOLITION DEBRIS (CCDD) REQUIREMENTS AS PUBLISHED BY THE IEPA. TESTING OF SOILS BEING EXPORTED FROM THE SITE AND APPROPRIATE DISPOSAL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

   IN THE EVENT OF CONFLICTING SPECIFICATIONS WITH REGARD TO SITE WORK ISSUES DESIGNED BY THE ENGINEER, THE MORE STRINGENT REQUIREMENT SHALL GOVERN.

9. THE CONTRACTOR SHALL NOTIFY THE AUTHORITY HAVING JURISDICTION AT LEAST 48 HOURS PRIOR TO COMMENCING ANY WORK AND FOR ANY NEW CONSTRUCTION REQUIRING INSPECTION.

10. ALL TREES TO BE SAVED SHALL BE IDENTIFIED PRIOR TO CONSTRUCTION AND SHALL BE PROTECTED PER IDOT STANDARDS. THE RIGHT-OF-WAY LINE AND LIMITS OF THE CONTRACTOR'S OPERATIONS SHALL BE CLEARLY DEFINED THROUGHOUT THE CONSTRUCTION PERIOD. ALL TREES IDENTIFIED TO REMAIN SHALL BE PROTECTED FROM DAMAGE INCLUDING TRUNKS, BRANCHES AND ROOTS. NO EXCAVATING, FILLING OR GRADING IS TO BE DONE INSIDE THE DRIP LINE OF TREES UNLESS OTHERWISE INDICATED.

11. CONSTRUCTION ACCESS POINTS TO THE SITE SHALL BE PROTECTED IN SUCH A WAY AS TO PREVENT ACCUMULATION OF MUD OR SOIL ON PUBLIC THOROUGHFARES. AT THE END OF EACH DAY AND AS OFTEN AS OTHERWISE NECESSARY THE CONTRACTOR SHALL CLEAN UP ALL MUD OR SOIL WHICH HAS BEEN TRACKED ONTO PUBLIC STREETS AS REQUIRED BY THE AUTHORITIES HAVING JURISDICTION AND AS DETAILED IN THE STORM WATER POLLUTION PREVENTION PLAN.

12. THE CONTRACTOR SHALL PROVIDE FOR THE SAFE AND ORDERLY PASSAGE OF TRAFFIC AND PEDESTRIANS WHERE HIS/HER OPERATIONS ABUT PUBLIC THOROUGHFARES AND ADJACENT PROPERTY IN ACCORDANCE WITH THE VILLAGE OF BUFFALO GROVE MUNICIPAL CODE AND IDOT REQUIREMENTS.

13. NO HOLES ARE TO BE LEFT OPEN IN THE PAVEMENT OR PARKWAY OVER A HOLIDAY, WEEKEND OR AFTER 3:00 P.M. ON THE DAY PRECEDING A HOLIDAY OR A WEEKEND.

14. ALL EXISTING PAVEMENT OR CONCRETE TO BE REMOVED SHALL BE SAWCUT ALONG LIMITS OF PROPOSED REMOVAL BEFORE COMMENCEMENT OF PAVEMENT REMOVAL.

15. REMOVED PAVEMENT, SIDEWALK, CURB AND GUTTER, ETC. SHALL BE LEGALLY DISPOSED OF BY THE CONTRACTOR AS PART OF THE BASE CONTRACT.

16. NO BURNING OR INCINERATION OF RUBBISH WILL BE PERMITTED ON SITE.

17. FOR REGULATED UTILITY LOCATIONS, THE CONTRACTOR SHALL CONTACT THE JOINT UTILITY LOCATION INFORMATION FOR EXCAVATORS, "J.U.L.I.E." AT 1-800-892-0123. LOCAL GOVERNMENT AGENCIES SHOULD BE CONTACTED BY THE CONTRACTOR FOR LOCATION OF ALL NONREGULATED UTILITY LOCATIONS. CALL FOR LOCATES AT LEAST 48 HOURS IN ADVANCE OF CONSTRUCTION.

18. BEFORE EXCAVATING OVER OR ADJACENT TO ANY EXISTING UTILITIES, CONTRACTOR SHALL NOTIFY THE OWNER OF SUCH UTILITIES TO ENSURE THAT PROTECTIVE WORK WILL BE COORDINATED AND PERFORMED BY THE CONTRACTOR IN ACCORDANCE WITH THE REQUIREMENTS OF THE OWNER OF THE UTILITY INVOLVED. IF ANY EXISTING SERVICE LINES, UTILITIES AND UTILITY STRUCTURES WHICH ARE TO REMAIN IN SERVICE ARE UNCOVERED OR ENCOUNTERED DURING THIS OPERATION, THEY SHALL BE SAFEGUARDED, PROTECTED FROM DAMAGE AND SUPPORTED IF NECESSARY.

19. THE CONTRACTOR IS RESPONSIBLE FOR HAVING A SET OF "APPROVED" ENGINEERING PLANS WITH THE LATEST REVISION DATE ON THE JOB SITE PRIOR TO THE START OF CONSTRUCTION.

20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR EROSION AND SEDIMENTATION CONTROL AS DETAILED IN THE STORM WATER POLLUTION PREVENTION PLAN.

21. ALL CURB RADII REFER TO BACK OF CURB.

22. ANY AREAS THAT ARE DISTURBED DURING CONSTRUCTION SHALL BE RESTORED IN CONFORMANCE WITH THE REQUIREMENTS OF THE AUTHORITY HAVING JURISDICTION AND SHALL BE INCIDENTAL TO THE CONTRACT.

23. STREET PAVING AND CURBS TO REMAIN SHALL BE PROTECTED FROM DAMAGE AND IF DAMAGED, SHALL BE REPLACED PROMPTLY IN CONFORMANCE WITH THE MUNICIPALITY OR IDOT STANDARD SPECIFICATIONS IN MATERIALS AND WORKMANSHIP.

24. PROPOSED ELEVATIONS INDICATE FINISHED CONDITIONS. FOR ROUGH GRADING ELEVATIONS ALLOW FOR THICKNESS OF PROPOSED PAVING (ROADS, WALKS, DRIVES, ETC.) OR TOPSOIL AS INDICATED ON DRAWINGS.

25. CAD FILES ARE AVAILABLE FOR CONSTRUCTION LAYOUT UPON REQUEST.

26. BACKFILL SHALL BE PLACED NEXT TO THE CURB AS SOON AS PERMISSIBLE AFTER CONSTRUCTION TO PREVENT SCOURING AND UNDERCUTTING BY STORM WATER RUNOFF.

27. BUTT JOINTS SHALL BE PROVIDED WHEREVER NEW PAVEMENT ABUTS EXISTING PAVEMENT. ALL BUTT JOINTS SHALL BE CONSTRUCTED BY MILLING AND SHALL BE CONSIDERED INCIDENTAL TO THE COST OF THE BITUMINOUS SURFACE COURSE.

28. WHEN AN EXISTING DRAINAGE ROUTE, EITHER A STORM SEWER OR WATERWAY, IS INTERRUPTED DUE TO CONSTRUCTION, THE DRAINAGE ROUTE SHALL BE REESTABLISHED TO ORIGINAL CONDITIONS BY THE END OF THE SAME WORK DAY. POSITIVE DRAINAGE MUST BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION.

29. PROVIDE SMOOTH VERTICAL CURVES THROUGH HIGH AND LOW POINTS INDICATED BY SPOT ELEVATIONS. PROVIDE UNIFORM SLOPES BETWEEN NEW AND EXISTING GRADES. AVOID RIDGES AND DEPRESSIONS.

30. FINAL ADJUSTMENT OF FIRE HYDRANTS, VALVE VAULTS AND MANHOLES TO FINISHED GRADE ARE INCIDENTAL TO THEIR COST.

31. ANY EXISTING UTILITY STRUCTURES REQUIRING ADJUSTMENT ARE TO BE ADJUSTED OR RECONSTRUCTED BY THE CONTRACTOR TO THE UTILITY OWNER'S SATISFACTION. ADJUSTMENTS OR RECONSTRUCTIONS NOT CALLED FOR ON THE PLANS SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT.

32. ALL UTILITY CONNECTIONS TO EXISTING LINES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE REGULATIONS AND TO THE SATISFACTION OF THE UTILITY OWNER.

33. PROVIDE TRENCH BACKFILL IN ACCORDANCE WITH THE DETAILS OF THE PLANS FOR ALL UTILITY LINES (OR AS OTHERWISE NOTED ON PLANS). BACKFILL SHALL BE PLACED AND COMPACTED PER THE MUNICIPALITY AND IDOT SPECIFICATIONS. COST OF BACKFILL IS TO BE CONSIDERED INCIDENTAL TO THE UTILITY WORK.

34. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

35. PRIOR TO DEMOBILIZATION, ALL WORK SHALL BE CLEANED AND INSPECTED TO THE SATISFACTION OF THE AUTHORITY HAVING JURISDICTION. THE COST OF THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT.

36. THE GENERAL CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES TO PROVIDE CABLE TV, PHONE, ELECTRIC, GAS AND IRRIGATION SERVICES. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING SITE LAYOUTS FOR THESE UTILITIES AND SHALL COORDINATE AND PROVIDE CONDUIT CROSSINGS AS REQUIRED. THIS COORDINATION SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT. ANY CONFLICTS IN UTILITIES SHALL BE CORRECTED BY THE GENERAL CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.

37. BAND-SEAL CONNECTORS OR EQUIVALENT SHALL BE USED TO JOIN PIPES OF DISSIMILAR MATERIAL.

38. CONTRACTOR SHALL MAINTAIN ACCURATE RECORDS OF ALL CONSTRUCTION IN CONFORMANCE WITH ALL MUNICIPAL AND CLIENT REQUIREMENTS FOR USE IN PREPARING RECORD DRAWINGS.

39. THE SUBCONTRACTOR SHALL INSTALL A 2"x4"x6' POST ADJACENT TO THE TERMINUS OF UTILITY MAINS AND SERVICE LINES. POSTS SHALL BE MARKED IN ACCORDANCE WITH THE VILLAGE STANDARDS.

40. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DEWATERING ANY EXCAVATION. ANY DEWATERING REQUIRED SHALL BE INCIDENTAL TO THE CONTRACT.

41. COPIES OF SOILS INVESTIGATION REPORTS MAY BE OBTAINED FROM THE OWNER. ANY BRACING, SHEETING OR SPECIAL CONSTRUCTION METHODS REQUIRED IN ORDER TO INSTALL THE PROPOSED IMPROVEMENTS SHALL BE CONSIDERED INCIDENTAL TO THE COST OF THE PROJECT. ANY ADDITIONAL SOILS DATA NEEDED TO CONFIRM THE CONTRACTOR'S OPINIONS OF THE SUBSOIL CONDITIONS SHALL BE DONE AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL OBTAIN THE OWNER'S WRITTEN AUTHORIZATION TO ACCESS THE SITE TO CONDUCT A SUPPLEMENTAL SOILS INVESTIGATION.

42. ALL FIELD TILE ENCOUNTERED DURING CONSTRUCTION OPERATIONS SHALL BE CONNECTED TO THE PROPOSED STORM SEWER OR EXTENDED TO OUTLET INTO A PROPOSED DRAINAGE WAY AS DETERMINED BY THE ENGINEER. IF THIS CANNOT BE ACCOMPLISHED, THEN IT SHALL BE REPAIRED WITH NEW PIPE OF SIMILAR SIZE AND MATERIAL TO THE ORIGINAL LINE AND PUT IN ACCEPTABLE OPERATIONAL CONDITION. A RECORD OF THE LOCATION OF ALL FIELD TILE FOR ON-SITE DRAIN PIPE ENCOUNTERED SHALL BE KEPT BY THE SUBCONTRACTOR AND SUBMITTED TO THE ENGINEER UPON COMPLETION OF THE PROJECT. ALL FIELD TILE REPAIRS SHALL BE CONSIDERED AS INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION WILL BE PROVIDED.

43. THE ENGINEER AND OWNER ARE NOT RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, TIME OF PERFORMANCE, PROGRAMS OR FOR ANY SAFETY PRECAUTIONS USED BY THE CONTRACTOR. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR EXECUTION OF HIS/HER WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND SPECIFICATIONS.

SPECIFICATIONS

EARTHWORK

1. THE GRADING OPERATIONS ARE TO BE INSPECTED BY A THIRD PARTY SOILS ENGINEER. THE CONTRACTOR'S REPRESENTATIVE MUST BE NOTIFIED PRIOR TO ANY UNSUITABLE SOIL REMOVAL AND MUST APPROVE, IN WRITING, ANY REMEDIATION. BOTH THE CONTRACTOR AND SOILS ENGINEER MUST BE PRESENT DURING REMEDIATION.

2. THE PROPOSED GRADING ELEVATIONS SHOWN ON THE PLANS ARE FINISH GRADE. A MINIMUM OF 6 INCHES OF TOPSOIL IS TO BE PLACED BEFORE FINISH GRADE ELEVATIONS ARE ACHIEVED, UNLESS OTHERWISE NOTED. AREAS IN DETENTION FACILITIES NOTED TO BE ESTABLISHED WITH NATIVE VEGETATION SHALL REQUIRE A MINIMUM OF 12 INCHES OF TOPSOIL. REFER TO PLANTING PLANS TO VERIFY TOPSOIL THICKNESS REQUIREMENTS.

3. THE SURFACE VEGETATION, TOPSOIL, TRANSITIONAL MATERIAL, AND ANY OBVIOUSLY SOFT UNDERLYING SOIL SHALL BE STRIPPED FROM ALL AREAS TO RECEIVE STRUCTURAL FILL. IF THE UNDERLYING SUBGRADE IS FOUND TO BE UNSUITABLE FOR PROPER COMPACTION, CONTRACTOR TO CONSULT WITH SOILS ENGINEER PRIOR TO REMEDIATION.

4. EMBANKMENT MATERIAL WITHIN ROADWAY, DRIVEWAY, BUILDING AND OTHER STRUCTURAL CLAY FILL AREAS SHALL BE COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY IN ACCORDANCE WITH ASTM SPECIFICATION D1557 (MODIFIED PROCTOR METHOD) OR TO SUCH OTHER DENSITY AS MAY BE DETERMINED APPROPRIATE BY THE SOILS ENGINEER, THE AUTHORITY HAVING JURISDICTION, AND THE CONTRACTOR.

5. ALL PAVEMENT SUBGRADE SHALL MEET THE REQUIREMENTS DETERMINED BY THE SOILS ENGINEER AND DOCUMENTED IN THE GEOTECHNICAL REPORT. IF AREAS OF PAVEMENT SUBGRADE ARE ENCOUNTERED WHICH DO NOT MEET THESE REQUIREMENTS, SUBGRADE REPLACEMENT OR PAVEMENT DESIGN REVISIONS SHALL BE PROVIDED WHICH ARE ADEQUATE TO OBTAIN EQUIVALENT PAVEMENT STRENGTH AS DETERMINED BY THE ENGINEER, SOILS ENGINEER, AND THE AUTHORITY HAVING JURISDICTION.

6. COMPLETED GRADING (FINISHED FINE GRADE) FOR PROPOSED PAVEMENT SUBGRADE AREAS, BUILDING PADS, AND OPEN SPACE AREAS SHALL BE WITHIN A 0.1' TOLERANCE OF DESIGN SUBGRADE.

7. THE SUBGRADE FOR PROPOSED STREET AND PAVEMENT AREAS SHALL BE PROOF-ROLLED BY THE SUBCONTRACTOR IN THE PRESENCE OF THE JURISDICTIONAL INSPECTOR, CONTRACTOR, AND SOILS ENGINEER.

8. BORROW PIT LOCATION(S) SHALL BE APPROVED BY THE OWNER, ENGINEER, AND GEOTECHNICAL ENGINEER.

SANITARY SEWER

1. SANITARY SEWERS SHALL BE CONSTRUCTED OF THE FOLLOWING MATERIALS AS SPECIFIED ON THE PLANS:

   A. POLYVINYL CHLORIDE PLASTIC SEWER PIPE (PVC) CONFORMING TO ASTM D2241 WITH AN SDR OF 26 WITH ELASTOMETRIC GASKET JOINTS CONFORMING TO ASTM D3139.

   B. DUCTILE IRON PIPE, CLASS 52, CONFORMING TO ANSI A21.51 (AWWA C151) WITH JOINTS CONFORMING TO ANSI 21-11 (AWWA C-111).

2. MANHOLES SHALL BE PRECAST CONCRETE STRUCTURES WITH APPROPRIATE FRAME AND LIDS (SEE CONSTRUCTION DETAIL SHEETS). LIDS SHALL BE IMPRINTED "SEWER".

3. ALL SANITARY SEWER SHALL BE TESTED FOR LEAKAGE AND DEFLECTION IN ACCORDANCE WITH SECTION 31-1.12 AND 31-1.13 OF THE STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS.

4. ALL SANITARY MANHOLES SHALL BE TESTED FOR WATER TIGHTNESS IN ACCORDANCE WITH ASTM C969 OR ASTM C1244.

5. CONTRACTOR SHALL VERIFY THAT THE TESTING METHODS DESIGNATED HEREIN ARE ACCEPTABLE TO LOCAL AUTHORITIES HAVING JURISDICTION OVER THIS PROJECT. IF THE LOCAL JURISDICTION HAS MORE STRINGENT TESTING REQUIREMENTS THE CONTRACTOR SHALL ADHERE TO THE MORE STRINGENT REQUIREMENTS. THE COST SHALL BE INCIDENTAL TO THE CONTRACT.

WATERMAIN DISTRIBUTION SYSTEM

1. WATER MAIN SHALL BE CONSTRUCTED OF THE FOLLOWING MATERIAL AS SPECIFIED ON THE PLANS:

   A. DUCTILE IRON PIPE, CLASS 52 CONFORMING TO ANSI A21.51, AWWA C-151 WITH CEMENT LINING CONFORMING TO ANSI A21.4, AWWA C-104 AND PUSH-ON JOINTS CONFORMING TO ANSI A21.11, AWWA C-111. FITTINGS SHALL COMPLY WITH ANSI A21.10, AWWA C110. ALL DUCTILE IRON PIPE SHALL BE WRAPPED IN POLYETHYLENE IN ACCORDANCE WITH AWWA C105.

   B. POLYVINYL CHLORIDE PIPE, PVC CONFORMING TO ASTM C-900, WITH ELASTOMETRIC GASKET JOINTS CONFORMING TO ASTM D3139.

   C. WATER SERVICE LINES SHALL BE CONSTRUCTED OF CLASS K COPPER.

2. MINIMUM COVER OVER WATER MAIN SHALL BE 5' - 6" FROM FINISHED GRADE TO TOP OF PIPE.

3. VALVE VAULTS SHALL BE USED AT ALL VALVE LOCATIONS WHERE WATER MAIN IS 8" DIAMETER OR LARGER. VAULTS SHALL BE PRECAST CONCRETE STRUCTURES, WITH APPROPRIATE FRAME AND LIDS (SEE CONSTRUCTION DETAIL SHEETS). LIDS SHALL BE IMPRINTED "WATER".

4. THRUST BLOCKING OR RESTRAINED JOINTS SHALL BE INSTALLED ON WATER MAINS AT ALL BENDS, TEES, ELBOWS, ETC. AS REQUIRED BY THE AUTHORITY HAVING JURISDICTION. COST OF SAME SHALL BE INCIDENTAL TO THE UNIT PRICE FOR PIPE INSTALLED.

5. WATER MAIN FITTINGS (BENDS, ELBOWS, TEES, INCREASES, REDUCERS, ETC.) MAY OR MAY NOT BE SPECIFICALLY REFERENCED ON THE CONSTRUCTION PLANS. THEY ARE TO BE CONSIDERED AS INCIDENTAL AND INCLUDED IN THE LINEAL FOOTAGE COST OF THE WATER MAIN.

6. ALL WATER LINES ARE TO BE PRESSURE TESTED AND CHLORINATED PER THE REQUIREMENTS OF THE MUNICIPALITY AND THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY.

STORM SEWER

1. STORM SEWERS SHALL BE CONSTRUCTED OF THE FOLLOWING MATERIALS AS SPECIFIED ON THE PLANS:

   A. REINFORCED CONCRETE PIPE (RCP) IN CONFORMANCE WITH IDOT STANDARD SPECIFICATIONS DETERMINATION FOR PIPE CLASS, AND CONFORMING TO ASTM C76. ALL STORM SEWER SHALL HAVE GASKETED JOINTS CONFORMING TO ASTM C-361, UNLESS OTHERWISE NOTED.

   B. POLYVINYL CHLORIDE PLASTIC SEWER PIPE (PVC) CONFORMING TO ASTM D3034 WITH ELASTOMERIC GASKETED JOINTS CONFORMING TO ASTM D3212.

   C. HIGH DENSITY POLYETHYLENE PIPE, HDPE, CONFORMING TO ASTM D3350 WITH ELASTOMERIC JOINTS CONFORMING TO ASTM D3212.

   D. DUCTILE IRON PIPE, CLASS 52, CONFORMING TO ANSI A21.51 (AWWA C151) WITH JOINTS CONFORMING TO ANSI 21-11 (AWWA C-111).

2. STORM SEWER STRUCTURES SHALL BE PRECAST OF THE TYPE AND DIAMETER AS SPECIFIED IN THE PLANS WITH APPROPRIATE FRAME AND LIDS (SEE CONSTRUCTION DETAIL). LIDS SHALL BE IMPRINTED "STORM".

IEPA CROSSING REQUIREMENTS

1. HORIZONTAL SEPARATION:

   A. WATERMAINS SHALL BE LAID AT LEAST TEN FEET HORIZONTALLY FROM ANY EXISTING OR PROPOSED DRAIN, STORM SEWER, SANITARY SEWER OR SEWER SERVICE CONNECTION.

   B. WATERMAINS MAY BE LAID CLOSER THAN TEN FEET TO A SEWER LINE WHEN:
      I. LOCAL CONDITIONS PREVENT A LATERAL SEPARATION OF TEN FEET;
      II. THE WATERMAIN IS AT LEAST 18 INCHES ABOVE THE CROWN OF THE SEWER; AND
      III. THE WATERMAIN IS EITHER IN A SEPARATE TRENCH OR IN THE SAME TRENCH ON AN UNDISTURBED EARTH SHELF LOCATED TO ONE SIDE OF THE SEWER.

   I. BOTH THE WATERMAIN AND DRAIN OR SEWER SHALL BE CONSTRUCTED OF SLIP-ON OR MECHANICAL JOINT CAST OR DUCTILE IRON PIPE, PRESTRESSED CONCRETE PIPE, OR PVC PIPE MEETING THE REQUIREMENTS OF SECTION 653.111 WHEN IT IS IMPOSSIBLE TO MEET (A) OR (B) ABOVE. THE DRAIN OR SEWER SHALL BE PRESSURE TESTED TO THE MAXIMUM EXPECTED SURCHARGE HEAD BEFORE BACKFILLING.

2. VERTICAL SEPARATION:

   A. A WATERMAIN SHALL BE LAID SO THAT ITS INVERT IS 18 INCHES ABOVE THE CROWN OF THE DRAIN OR SEWER WHENEVER WATERMAINS CROSS STORM SEWERS, SANITARY SEWERS OR SEWER SERVICE CONNECTIONS. THE VERTICAL SEPARATION SHALL BE MAINTAINED FOR THAT PORTION OF THE WATERMAIN LOCATED WITHIN TEN FEET HORIZONTALLY OF ANY SEWER OR DRAIN CROSSED. A LENGTH OF WATERMAIN PIPE SHALL BE CENTERED OVER THE SEWER TO BE CROSSED WITH JOINTS EQUIDISTANT FROM THE SEWER OR DRAIN.

   B. BOTH THE WATERMAIN AND SEWER SHALL BE CONSTRUCTED OF SLIP-ON OR MECHANICAL JOINT CAST OR DUCTILE IRON PIPE, PRESTRESSED CONCRETE PIPE, OR PVC PIPE MEETING REQUIREMENTS OF SECTION 653.111 WHEN:
      I. IT IS IMPOSSIBLE TO OBTAIN THE PROPER VERTICAL SEPARATION AS DESCRIBED IN 8A) ABOVE; OR
      II. THE WATERMAIN PASSES UNDER A SEWER DRAIN.

   C. A VERTICAL SEPARATION OF 18 INCHES BETWEEN THE INVERT OF THE SEWER OR DRAIN AND THE CROWN OF THE WATERMAIN SHALL BE MAINTAINED WHERE A WATERMAIN CROSSES UNDER A SEWER. SUPPORT THE SEWER OR DRAIN LINES TO PREVENT SETTLING AND BREAKING THE WATERMAIN.

   D. CONSTRUCTION SHALL EXTEND ON EACH SIDE OF THE CROSSING UNTIL THE NORMAL DISTANCE FROM THE WATERMAIN TO THE SEWER OR DRAIN LINE IS AT LEAST TEN FEET.

PAVING

1. BASE COURSE SHALL BE AGGREGATE BASE COURSE, CONFORMING TO IDOT STANDARD SPECIFICATIONS (SEE PLANS FOR THICKNESS).

2. SURFACE COURSE AND BINDER COURSE SHALL BE HOT-MIX ASPHALT (HMA) CONFORMING TO IDOT STANDARD SPECIFICATIONS (SEE PLANS FOR THICKNESS).

3. CURB & GUTTER AND SIDEWALK SHALL BE CLASS SI PORTLAND CEMENT CONCRETE CONFORMING TO IDOT STANDARD SPECIFICATIONS.

4. SUBGRADE SHALL BE FINISHED TO BE WITHIN 0.1 FEET OF DESIGN SUBGRADE ELEVATIONS BY THE EARTHWORK CONTRACTOR. FINE GRADING FOR PAVEMENTS AND SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE PAVING CONTRACTOR.

5. AGGREGATE BASE COURSES SHALL BE PRIMED AT THE RATE OF 0.25 TO 0.50 GALLONS PER SQUARE YARD AND SHOCK CONCRETE. OR HMA BASES SHALL BE PRIMED AT THE RATE OF 0.05 TO 0.10 GALLONS PER SQUARE YARD WITH LIQUID ASPHALT CONFORMING TO THE IDOT STANDARD SPECIFICATIONS AND APPROPRIATE FOR PREVAILING WEATHER AND SITE CONDITIONS. PRIME COAT AND CLEANING THE EXISTING SURFACE SHALL BE CONSIDERED AS INCIDENTAL TO THE CONTRACT.

6. PAVEMENT SHALL BE CONSTRUCTED ON A THOROUGHLY COMPACTED SUBGRADE MEETING THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS AND RECOMMENDATIONS OF THE GEOTECHNICAL CONSULTANT. PRIOR TO PLACEMENT OF THE NEW PAVEMENT, THE SUBGRADE SHALL BE PROOF ROLLED WITH A FULLY LOADED TANDEM AXLE DUMP TRUCK (MINIMUM 20 TONS). PROOF ROLLING SHALL BE WITNESSED BY THE GEOTECHNICAL CONSULTANT.

7. SIDEWALKS SHALL BE OF THE THICKNESS AND DIMENSIONS AS SHOWN IN THE CONSTRUCTION PLANS. CONTRACTION JOINTS SHALL BE SET AT 5' CENTERS AND ½ INCH PREMOLDED FIBER EXPANSION JOINTS SHALL BE SET AT 50' CENTERS AND WHERE THE SIDEWALK MEETS THE CURB, A BUILDING, OR AT THE END OF EACH POUR. ALL SIDEWALKS CONSIDERED TO BE ACCESSIBLE ROUTES AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT (ADA) SHALL BE SUBJECT TO ILLINOIS ACCESSIBILITY CODE (IAC) REQUIREMENTS, UNLESS OTHERWISE NOTED.

8. TESTING OF THE SUBBASE, BASE COURSE, BINDER COURSE, SURFACE COURSE, AND CONCRETE WORK SHALL BE REQUIRED IN ACCORDANCE WITH IDOT STANDARD SPECIFICATIONS AND IN ACCORDANCE WITH THE SPECIFIC REQUIREMENTS OF THE AUTHORITY HAVING JURISDICTION. A QUALIFIED TESTING FIRM SHALL BE EMPLOYED TO PERFORM THE REQUIRED TESTS.

9. ASPHALT JOINTS FOR BINDER AND SURFACE COURSES ARE TO BE STAGGERED.

LEGEND

EXISTING / PROPOSED / DESCRIPTION

- RIGHT-OF-WAY LINE
- PROPERTY LINE (EXTERIOR)
- LOT LINE (INTERIOR)
- EASEMENT LINE
- FENCE LINE
- CENTERLINE
- PROPERTY CORNER
- CONTOUR (770)
- CURB & GUTTER
- DEPRESSED CURB & GUTTER
- REVERSE PITCHED CURB
- SPOT ELEVATION (× 706.0)
- TOP OF CURB ELEVATION / EDGE OF PAVEMENT ELEVATION (782.62 / 782.12)
- UTILITY STUB
- SANITARY SEWER
- SANITARY FORCE MAIN
- STORM SEWER
- WATER MAIN (W)
- GAS MAIN (G)
- UNDERGROUND TELEPHONE & ELECTRIC DUCT BANK (T/E)
- BURIED CABLE-ELECTRIC (E)
- BURIED CABLE-TELEPHONE (T)
- ATLAS LOCATED UTILITY
- UTILITY STRUCTURE WITH CLOSED LID
- CURB INLET
- DRAINAGE STRUCTURE WITH OPEN LID
- FIRE HYDRANT
- VALVE IN VALVE BOX
- GATE VALVE IN VALVE VAULT
- POST INDICATOR VALVE
- THRUST BLOCK
- TREE
- TREE LINE
- CONCRETE HEADWALL
- SUBMERGED HEADWALL
- FLARED END SECTION (F.E.S.)
- GUY WIRES
- FLOOD LIGHT
- UTILITY POLE
- LIGHT STANDARD
- TRAFFIC SIGNAL POLE
- HAND HOLE
- SOIL BORING
- IRRIGATION HEADS
- SIGN
- TELEPHONE MANHOLE
- MONITORING WELL
- TELEPHONE PEDESTAL
- TRANSFORMER PAD
- UTILITY TO BE ABANDONED
- FEATURE TO BE REMOVED
- STORMWATER FLOW DIRECTION
- STORMWATER OVERFLOW ROUTE
- DITCH CHECK
- INLET FILTER BASKET
- RIP RAP
- BOLLARD
- SILT FENCE (SF)
- WATER MAIN PROTECTION
- UTILITY CROSSING LABEL (C01)
- GUARDRAIL
- RAILROAD TRACKS
- RETAINING WALL
- REVISION DELINEATION
- CONSTRUCTION LIMIT LINE (CLL)
- TREE PROTECTION FENCE

ABBREVIATIONS

A	ARC LENGTH
B-B	BACK TO BACK OF CURB
B/C	BACK OF CURB
BLDG	BUILDING
BM	BENCHMARK
B/P	BOTTOM OF PIPE
BV/VV	BUTTERFLY VALVE IN VALVE VAULT
C & G	CURB AND GUTTER
CB	CATCH BASIN
℄	CENTERLINE
CL	CLOSED LID
CO	CLEAN OUT
DIP	DUCTILE IRON PIPE
DIA	DIAMETER
DIWM	DUCTILE IRON WATER MAIN
DWG	DRAWING
E	EAST OR ELECTRIC OR EDGE
EJ	EXPANSION JOINT
ELEV	ELEVATION
E/P	EDGE OF PAVEMENT
EX.	EXISTING
F & CL	FRAME & CLOSED LID
F & G	FRAME & GRATE
F & OL	FRAME & OPEN LID
FES	FLARED END SECTION
F-F	FACE TO FACE OF CURB
FF	FINISHED FLOOR
F/G	FINISHED GRADE
FH	FIRE HYDRANT
F/L	FLOW LINE
G	GAS LINE
GV/VB	GATE VALVE IN VALVE BOX
GV/VV	GATE VALVE IN VALVE VAULT
HDCP	HANDICAP
HDPE	HIGH DENSITY POLYETHYLENE PIPE
HDW	HEADWALL
HOR	HORIZONTAL
HP	HIGH POINT
HWL	HIGH WATER LEVEL
IE	INVERT ELEVATION
IN	INLET
LF	LINEAL FEET
LP	LOW POINT OR LIGHT POLE
L	LEFT
ME	MATCH EXISTING
MH	MANHOLE
MW	MONITORING WELL
N	NORTH
NIC	NOT IN CONTRACT / NOT INCLUDED
NWL	NORMAL WATER LEVEL
OC	ON CENTER
OL	OPEN LID
PC	POINT OF CURVATURE
PCC	PORTLAND CEMENT CONCRETE OR POINT OF COMPOUND CURVE
PGL	PROFILE GRADE LINE
PI	POINT OF INTERSECTION
PL	PROPERTY LINE
PP	POWER POLE
PRC	POINT OF REVERSE CURVATURE
PT	POINT OF TANGENCY
PUE	PUBLIC UTILITY EASEMENT
PVC	POINT OF VERTICAL CURVATURE OR POLYVINYL CHLORIDE PIPE
PVI	POINT OF VERTICAL INTERSECTION
PVT	POINT OF VERTICAL TANGENCY
R	RADIUS OR RIGHT
RCP	REINFORCED CONCRETE PIPE
ROW	RIGHT OF WAY
S	SLOPE OR SOUTH
SAN	SANITARY
SF	SILTATION FENCE
SFM	SANITARY FORCE MAIN
SHT	SHEET
SHW	SUBMERGED HEADWALL
SMH	SANITARY MANHOLE
STA	STATION
ST	STORM STRUCTURE OR STORM SEWER
STMH	STORM MANHOLE
T	TANGENT LENGTH OR TELEPHONE
T/C	TOP OF CURB
T/P	TOP OF PIPE
T/W	TOP OF WALL
TY	TYPE
TYP	TYPICAL
UP	UTILITY POLE
VC	VERTICAL CURVE
VERT	VERTICAL
VCP	VITRIFIED CLAY PIPE
W	WEST
WM	WATER MAIN

NO.	DATE	DESCRIPTION
1	04-29-22	REVISED TO INCLUDE PHASE 2
2	05-09-22	REVISED LOT 10

ORIGINAL ISSUE DATE: APRIL 21, 2022

REVISIONS

NO.	DATE	DESCRIPTION

PROJECT NO.: 20360
PROJECT MANAGER: PM
DESIGNED BY: MV/TK
DRAWN BY: BD

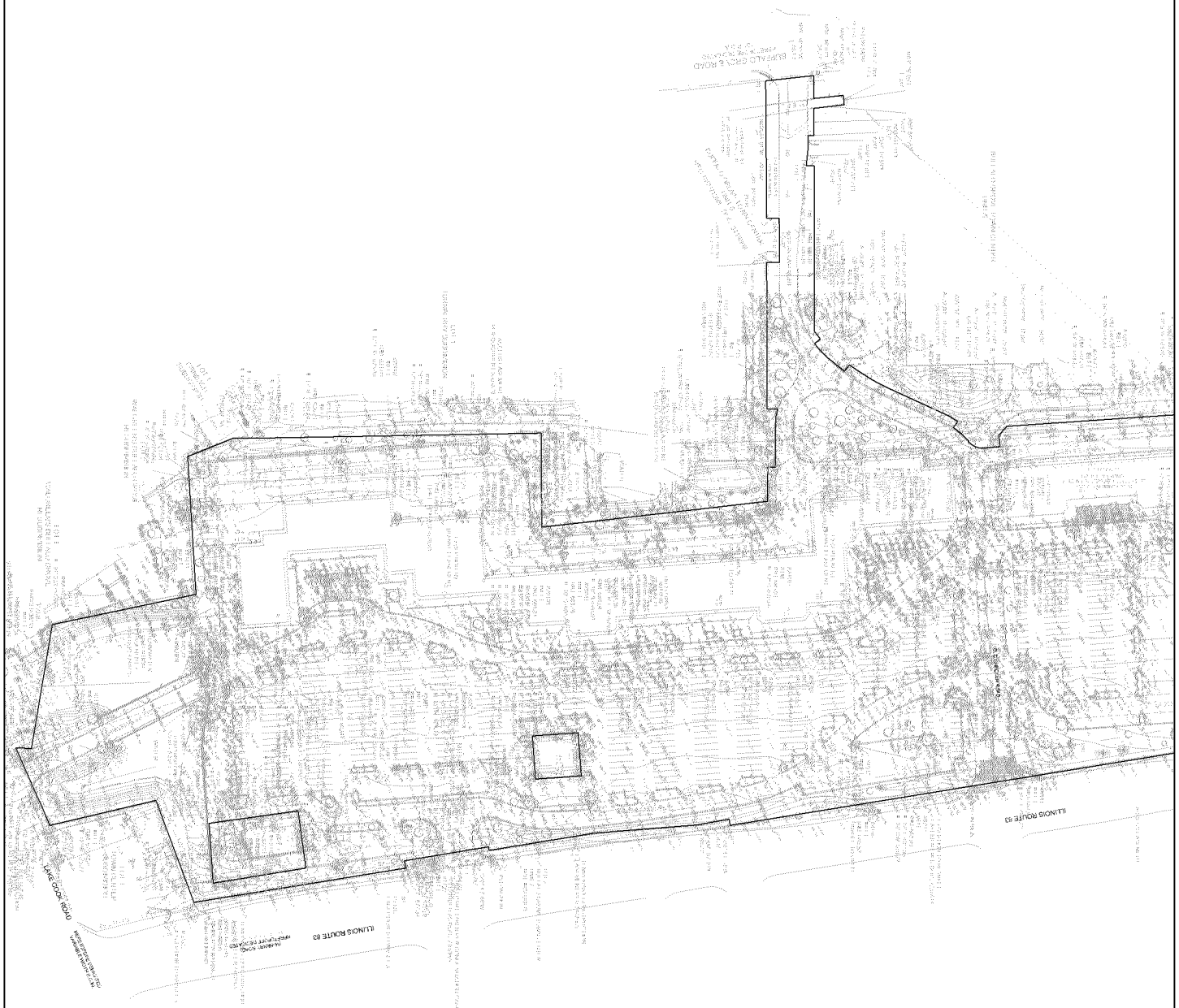
GENERAL NOTES, LEGEND AND ABBREVIATIONS

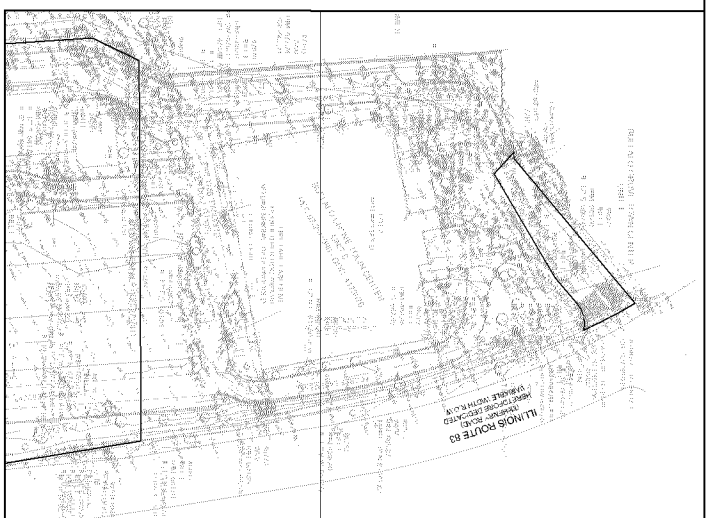
THE CLOVE

BUFFALO GROVE, ILLINOIS

V3
7325 Janes Avenue
Woodridge, IL 60517
630.724.9200 phone
www.v3co.com

DRAWING NO.
C1.0





0 30 60

DRAWING SCALE: 1" = 60'

EXISTING CONDITIONS PLAN

THE CLOVE

BUFFALO GROVE ILLINOIS

C2.0

DRAWING NO.

7325 Janes Avenue
Woodridge, IL 60517
630.724.9200 phone
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PROJECT NO.:	ORIGINAL ISSUE DATE: APRIL 21, 2022	REVISIONS					
20360	NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
PROJECT MANAGER: PM	1	04-29-22	REVISED TO INCLUDE PHASE 2			
	2	06-09-22	REVISED LOT 10			
DESIGNED BY: MV/TK						
DRAWN BY: BD						

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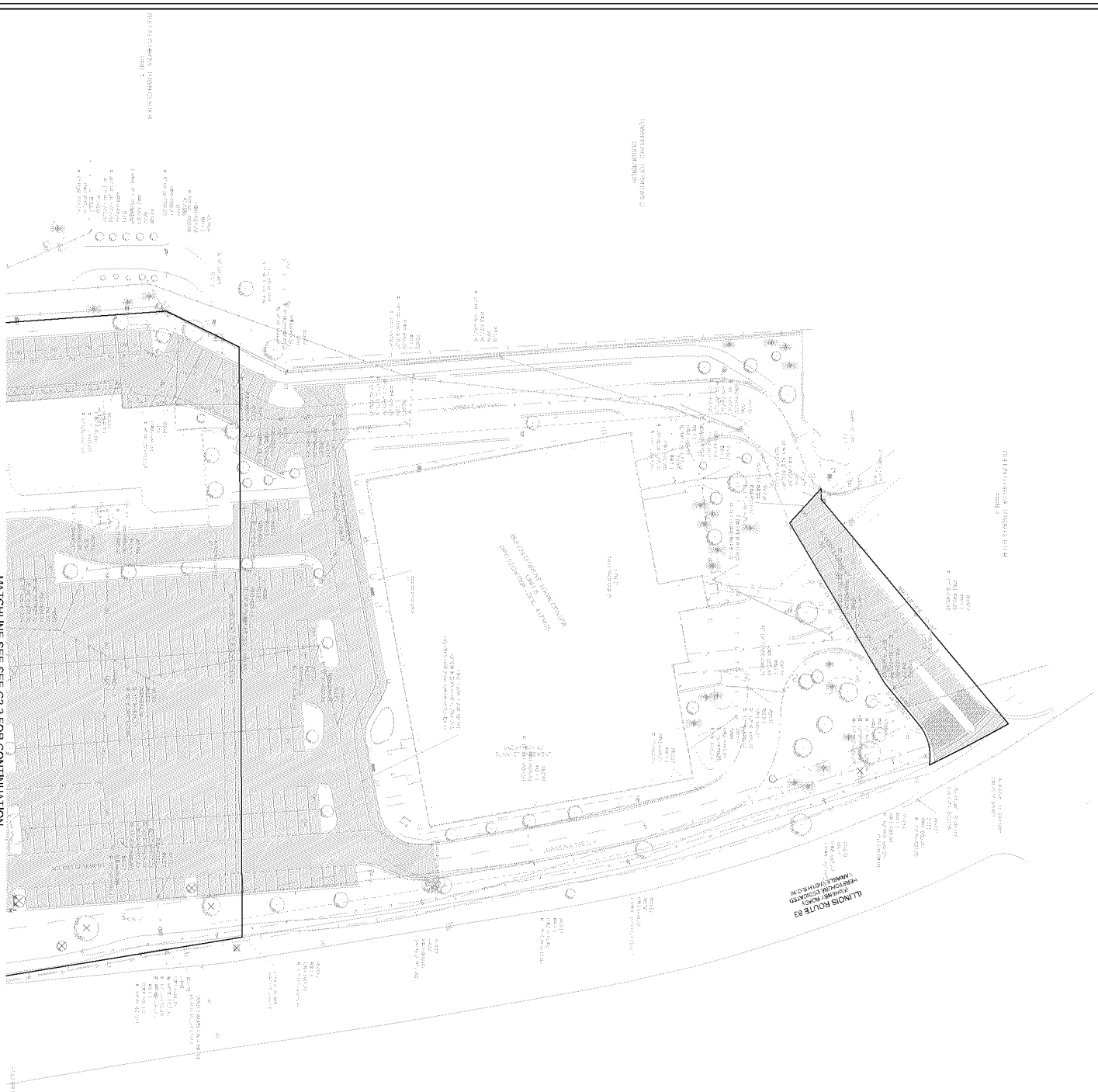


MATCHLINE SEE SEE C2.2 FOR CONTINUATION

DEMOLITION LEGEND

- MILL AND RESURFACE OR FULL DEPTH PATCHING AS NEEDED
- CONCRETE PAVEMENT OR SIDEWALK REMOVAL (FULL DEPTH)
- CURB, GUTTER OR UTILITY LINE TO BE REMOVED
- STRUCTURE/FEATURE TO BE REMOVED

GRAPHIC SCALE 1" = 30'

DEMOLITION PLAN - AREA 1

THE CLOVE

BUFFALO GROVE ILLINOIS

DRAWING NO. C2.1

7325 Janes Avenue
Woodridge, IL 60517
630.724.9200 phone
www.v3co.com

PROJECT NO.:	20360
PROJECT MANAGER:	PM
DESIGNED BY:	MV/TK
DRAWN BY:	BD

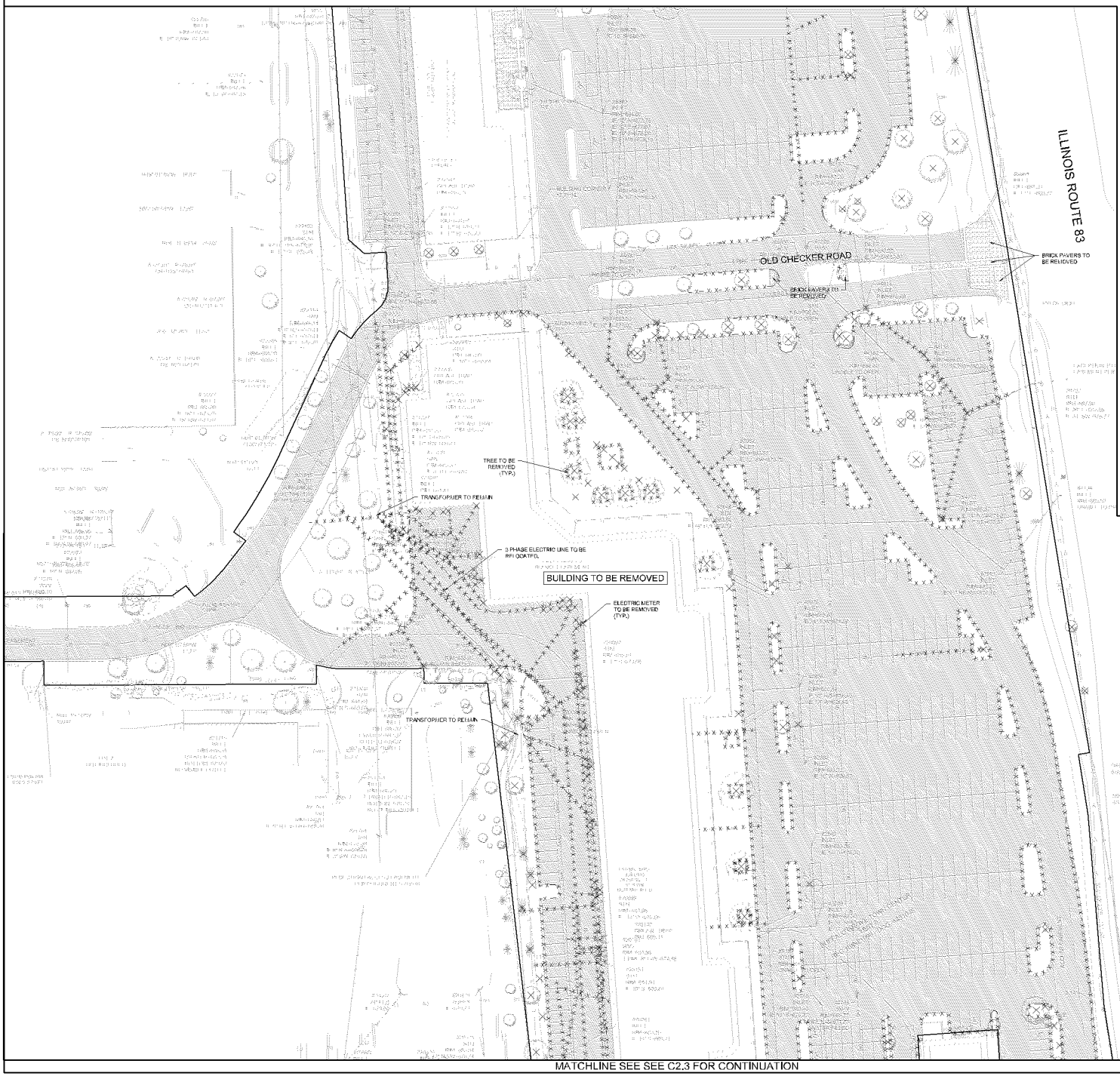
ORIGINAL ISSUE DATE: APRIL 21, 2022

REVISIONS

NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
1	04-29-22	REVISED TO INCLUDE PHASE 2			
2	06-09-22	REVISED LOT 10			

N:\2020\20360\Drawings\ACAD\LD\SD03-3\Sheet Drawings\C2.1 Demo20360 SD03.dwg, 6/7/2022 Plotted By: MB

MATCHLINE SEE SEE C2.1 FOR CONTINUATION



MATCHLINE SEE SEE C2.3 FOR CONTINUATION

DEMOLITION PLAN

1. THE EXTENT OF DEMOLITION WORK IS AS GENERALLY SHOWN ON THE CONSTRUCTION DOCUMENTS. SPECIFIC DEMOLITION PROCESSES OR PROCEDURES FOR DEMOLITION AND STRUCTURAL CONSIDERATIONS ARE THE RESPONSIBILITY OF OTHERS. DEMOLITION INCLUDES, BUT IS NOT LIMITED TO, REMOVAL AND DISPOSAL OFFSITE OF THE FOLLOWING ITEMS:
   - SIDEWALK AND ON-SITE PAVEMENT
   - BUILDINGS, FOUNDATIONS, AND SUPPORTING WALLS AND SLABS
   - UTILITIES
   - CONSTRUCTION DEBRIS
2. ALL PAVEMENT TO BE REMOVED ADJACENT TO PAVEMENT THAT IS TO REMAIN SHALL BE SAWCUT FULL DEPTH AT THE EDGES PRIOR TO REMOVAL TO OBTAIN A "CLEAN" JOINT WHERE IT ABUTS NEW CURB OR PAVEMENT.
3. CONTRACTOR MUST RECEIVE APPROVAL FROM CIVIL ENGINEER AND GEOTECHNICAL ENGINEER FOR THE MATERIAL TYPE AND USE IF CONTRACTOR DESIRES TO REUSE DEMOLISHED SITE PAVEMENT AS STRUCTURAL FILL.
4. STRUCTURES TO BE DEMOLISHED SHALL BE VACATED AND DISCONTINUED FROM USE PRIOR TO START OF WORK. OWNER ASSUMES NO RESPONSIBILITY FOR ACTUAL CONDITION OF STRUCTURES TO BE DEMOLISHED. CONDITIONS EXISTING AT TIME OF INSPECTION FOR BIDDING PURPOSES WILL BE MAINTAINED BY OWNER IN SO FAR AS PRACTICABLE, HOWEVER, VARIATIONS WITHIN THE STRUCTURES MAY OCCUR BY OWNER'S REMOVAL AND SALVAGE OPERATIONS PRIOR TO START OF DEMOLITION WORK.
5. ITEMS OF SALVAGEABLE VALUE TO CONTRACTOR MAY BE REMOVED AS WORK PROGRESSES AND AS APPROVED BY THE OWNER. SALVAGED ITEMS MUST BE TRANSPORTED FROM THE SITE AS THEY ARE REMOVED. STORAGE OR SALE OF REMOVED ITEMS ON SITE WILL NOT BE PERMITTED.
6. CONDUCT DEMOLITION OPERATIONS AND REMOVAL OF DEBRIS IN SUCH A MANNER TO ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, WALKS AND OTHER ADJACENT FACILITIES.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF BUILDINGS, PAVEMENTS AND UTILITIES TO REMAIN FROM ANY DAMAGE AND SHALL BE RESPONSIBLE FOR REPAIRING THE SAME.
8. EXISTING UTILITIES, WHICH DO NOT SOLELY SERVICE STRUCTURES BEING DEMOLISHED, ARE TO BE KEPT IN SERVICE AND PROTECTED AGAINST DAMAGE DURING DEMOLITION OPERATIONS. CONTRACTOR SHALL ARRANGE FOR SHUT-OFF OF UTILITIES SERVING STRUCTURES TO BE DEMOLISHED. CONTRACTOR IS RESPONSIBLE FOR TURNING OFF, DISCONNECTING AND SEALING INDICATED UTILITIES PRIOR TO STARTING DEMOLITION OPERATIONS.
9. EXISTING UTILITIES TO BE ABANDONED ARE TO BE CAPPED AT BOTH ENDS AND FILLED WITH FAA OR APPROVED EQUAL. ALL UNDERGROUND UTILITIES TO BE REMOVED ARE TO HAVE THEIR TRENCHES BACKFILLED WITH ENGINEERED FILL OR SELECT EXCAVATED MATERIAL AS APPROVED BY THE GEOTECHNICAL ENGINEER, TO 95% OF MODIFIED PROCTOR DENSITY.
10. ALL PRIVATE UTILITIES (ELECTRIC, CABLE, TELEPHONE, FIBER OPTIC, GAS) SHALL BE REMOVED AND RELOCATED PER THE UTILITY OWNER AND THE LOCAL MUNICIPALITY'S REQUIREMENTS.
11. CONTRACTOR SHALL LOCATE AND PROTECT EXISTING UNDERGROUND AND OVERHEAD UTILITIES DURING CONSTRUCTION. UTILITY PROTECTION SHALL BE COORDINATED WITH THE RESPECTIVE UTILITY OWNER AND THE GOVERNING MUNICIPALITY. DAMAGED CABLES/CONDUITS SHALL BE REPLACED IMMEDIATELY. ALL EXISTING STRUCTURES TO REMAIN SHALL BE PROTECTED THROUGHOUT THE CONSTRUCTION PROCESS. ALL DAMAGED STRUCTURES SHALL BE REPLACED WHOLE AND THEIR REPLACEMENT COST SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT.
12. REMOVAL, ABANDONMENT, AND RELOCATION OF EXISTING UTILITIES SHALL BE COMPLETED AS GENERALLY DEPICTED ON THESE PLANS. CONTRACTOR TO COORDINATE RELOCATIONS WITH THE UTILITY OWNER. CONTRACTOR SHALL MINIMIZE DISRUPTION OF SERVICE AND SHALL WORK WITH UTILITY OWNER TO MAINTAIN AN ACCEPTABLE LEVEL OF SERVICE.
13. USE WATER SPRINKLING, TEMPORARY ENCLOSURES, AND OTHER SUITABLE METHODS TO MINIMIZE DUST AND DIRT FROM RISING AND SCATTERING IN THE AIR. COMPLY WITH ALL GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION.
14. DEMOLITION DEBRIS SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LEGAL MANNER.
15. COMPLETELY FILL BELOW-GRADE AREAS AND VOIDS RESULTING FROM DEMOLITION TO THE FINAL LINES AND GRADES SHOWN ON THE CONTRACT DOCUMENTS. BACKFILL MATERIAL SHALL BE IDOT APPROVED AGGREGATE (CA-6) OR APPROVED EQUAL.
16. SEE LANDSCAPE PLANS FOR INFORMATION ON LANDSCAPE AND TREE PROTECTION, PRESERVATION, AND REMOVAL.
17. EXISTING MONITORING WELLS ARE TO BE REMOVED AS NECESSARY AND SEALED BY STATE LICENSED WELL DRILLER PER ILLINOIS DEPARTMENT OF PUBLIC HEALTH REQUIREMENTS AND/OR LOCAL/COUNTY REQUIREMENTS.
18. THESE DRAWINGS DO NOT INCLUDE THE REMOVAL OF UNDERGROUND STORAGE TANKS. SHOULD UNDERGROUND STORAGE TANKS BE ENCOUNTERED, CONTRACTOR TO CONTACT OWNER AND ENGINEER TO DETERMINE RESPONSIBILITY FOR ANY ENVIRONMENTAL REMEDIATION OR REMOVAL WORK AS NECESSARY. ANY REMOVAL OF UNDERGROUND STORAGE TANKS MUST BE IN CONFORMANCE WITH LOCAL AND STATE STANDARDS.

DEMOLITION LEGEND

- HILL AND RESURFACE OR FULL DEPTH REMOVAL AS NEEDED
- CONCRETE PAVEMENT OR SIDEWALK REMOVAL (FULL-DEPTH)
- CONC. CURB/GUTTER OR UTILITY LINE TO BE REMOVED
- STRUCTURE/TREE TO BE REMOVED

GRAPHIC SCALE
30 15 0 30
1" = 30'

REVISIONS

NO.	DATE	DESCRIPTION
1	04-29-22	REVISED TO INCLUDE PHASE 2
2	06-09-22	REVISED LOT 10

ORIGINAL ISSUE DATE: APRIL 21, 2022

PROJECT NO. 20360
PROJECT MANAGER PM
DESIGNED BY MW/TK
DRAWN BY BD

DEMOLITION PLAN - AREA 2

THE CLOVE

BUFFALO GROVE ILLINOIS

7325 Janes Avenue
Woodridge, IL 60517
630.724.9200 phone
www.vlmk.com

DRAWING NO.
C2.2

Attachment: Plan Set 5.17.22 (Corridor Approval - Amend to PC 18) Part of Sub. Prelim & Final Eng Plan (Bill and Vorat Town Center)

Attention/Note: Plan Set 5.11.22 (Condition Approval - Amend to PC_SU_Plat of Sub_Prelim & Plat) Dev Plan_SU and Var at Town Center)

7325 Janes Avenue
Woodridge, IL 60517
630.724.9200 phone
www.V3co.com

DEMOLITION PLAN - AREA 3

THE CLOVE

BUFFALO GROVE ILLINOIS

PROJECT NO.	20360
PROJECT MANAGER	PM
DESIGNED BY	MV/TK
DRAWN BY	BD

NO.	DATE	DESCRIPTION
1	04-29-22	REVISED TO INCLUDE PHASE 2
2	06-09-22	REVISED LOT 10

ORIGINAL ISSUE DATE: APRIL 21, 2022

REVISIONS

NO.	DATE	DESCRIPTION

DRAWING NO. C2.3

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DEMOLITION LEGEND

- HATCH AREA TO BE REMOVED AS NEEDED
- CONCRETE PAVEMENT OR SIDEWALK REMOVAL (FULL DEPTH)
- CONC. CURB, GUTTER OR UTILITY LINE TO BE REMOVED
- STRUCTURE/TREE TO BE REMOVED

GRAPHIC SCALE
1" = 30'

ILLINOIS ROUTE 83

(McHENRY ROAD)
HERETOFORE DEDICATED

HERETOFORE DEDICATED
VARIABLE WIDTH R.O.W.

LAKE COOK ROAD

BUILDING TO BE REMOVED

CUT AND CAP EXISTING GAS MAIN

TRANSFORMER TO REMAIN

BOLLARDS TO REMAIN

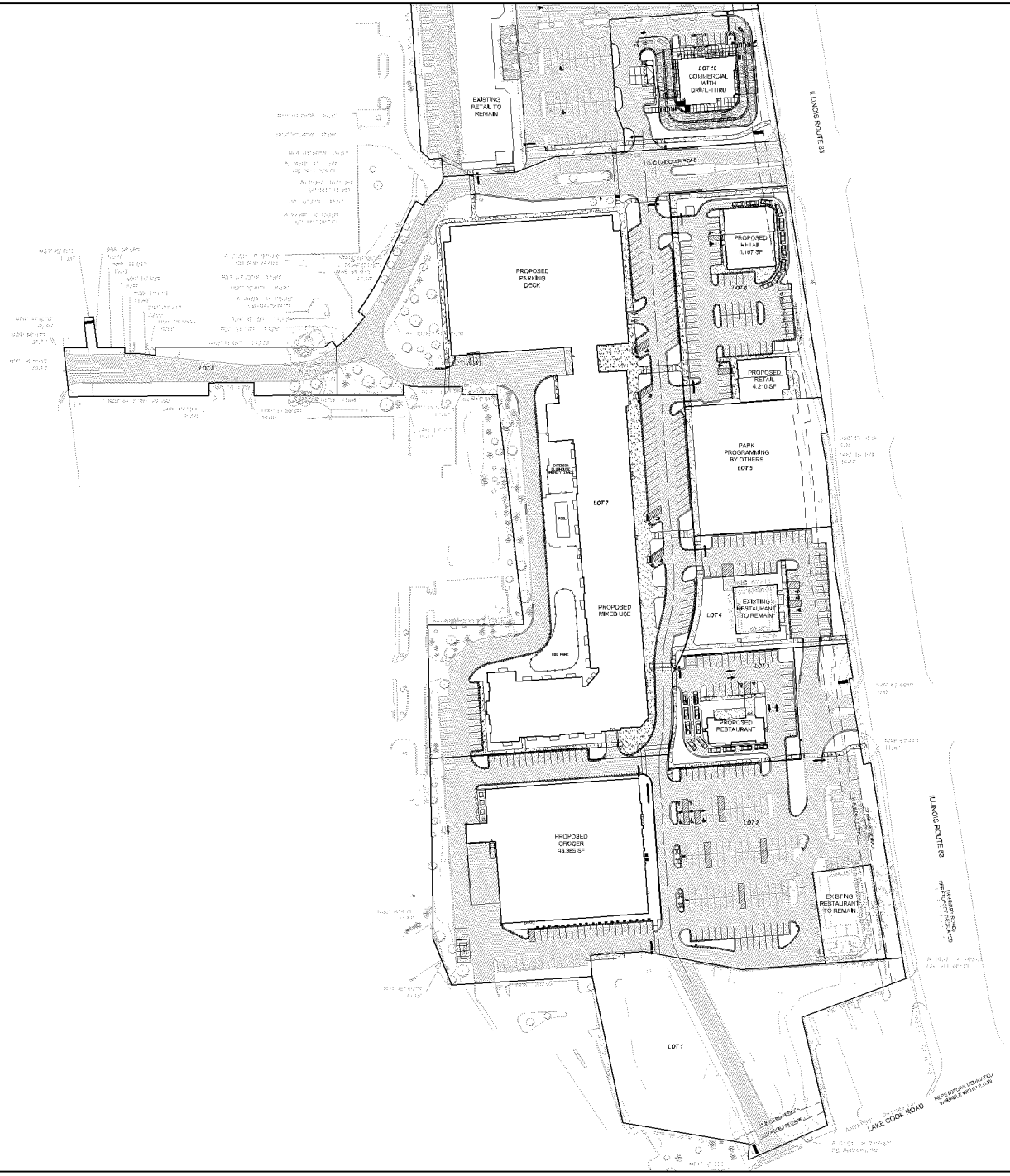
TRANSFORMER TO REMAIN

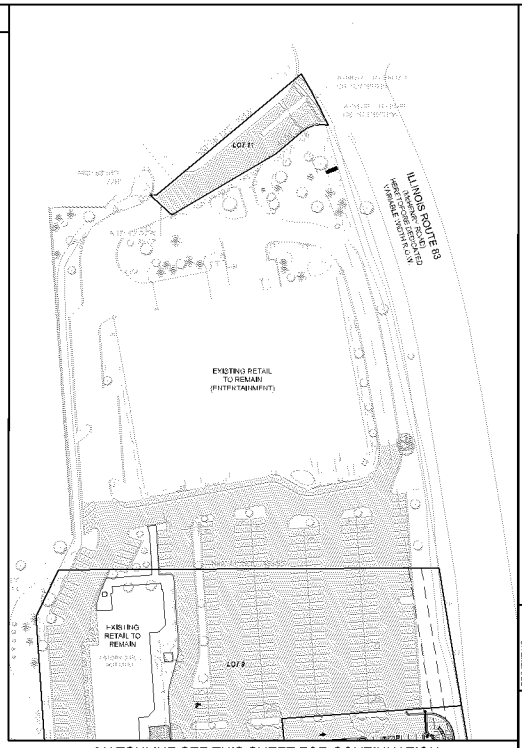
BOLLARDS TO REMAIN

TRANSFORMER TO REMAIN

MATCHLINE SEE SEE C2.2 FOR CONTINUATION

MATCHLINE SEE THIS SHEET FOR CONTINUATION





MATCHLINE SEE THIS SHEET FOR CONTINUATION

SITE DATA TABLE

LOT #	LOT AREA (SF)	LOT AREA (ACRES)	USE (SEE NOTE 6)	BUILDING AREA (SF)	REQUIRED PARKING RATIO	REQUIRED PARKING COUNT	STANDARD PARKING	ADA PARKING	TOTAL PARKING	EXISTING PARKING	REQUIRED DRIVE-THRU STACKING	DRIVE-THRU STACKING
1	82,609	1.90	Stormwater/ Access	N/A	N/A	N/A	N/A	N/A	N/A		N/A	N/A
2	198,942	4.57	Grocer	43,000	1 per 220 sf	195					N/A	N/A
3	28,995	0.67	Restaurant	2,927	1 per 220 sf	13					10 per window	12
4	31,402	0.72	N/A	N/A	N/A	N/A					N/A	N/A
5	36,963	0.85	Park	N/A	1 per 5,000 sf	8	See Note 2	See Note 2	See Note 2		N/A	N/A
6	56,556	1.30	Multi Tenant/ Restaurant								10 per window	10
			Restaurant	6,227	1 per 220 sf	28						
			Retail	4,150	1 per 220 sf	19					10 per window	10
7	305,115	7.00	Mixed - Use								N/A	N/A
			Multi Family	297 Units	1.7 per Unit	505	See Note 3	See Note 3	See Note 3		N/A	N/A
			Retail	14,800	1 per 220 sf	65	See Note 3	See Note 3	See Note 3		N/A	N/A
			Restaurant	4,900	1 per 220 sf	22	See Note 3	See Note 3	See Note 3		N/A	N/A
8	26,360	0.61	Access	N/A	N/A	N/A	N/A	N/A	N/A		N/A	N/A
9	143,380	3.34	Retail	13,692	1 per 220 sf	62					N/A	N/A
			Restaurant	9,000	1 per 220 sf	41						
			Business/ Office	11,400	1 per 220 sf	52					N/A	N/A
10	42,394	0.97	Future Retail/ Outlet	5,000	1 per 220 sf	23		See Note 4			10 per window	32
11	10,329	0.24	Access	N/A	N/A	N/A	N/A	N/A	N/A		N/A	N/A
	11,653	0.27	Burger King	2,916	1 per 220 sf	13	See Note 5	See Note 5	See Note 5		10 per window	10
	4,234	0.10	Boston Market	3,084	1 per 220 sf	14	See Note 1	See Note 1	See Note 1		N/A	N/A
	188,421	4.33	Bowlero	57,155	1 per 220 sf	260					N/A	N/A
						1321			1346	1114		

NOTES:

1. Parking for Boston Market provided on Lot 4.
2. Parking for park provided within the rest of the Town Center Development.
3. Parking for Lot 7 mixed-use provided in deck and on street. Ground floor building areas for the residential amenity area, service/loading area, and mechanical/trash area are primarily for the residential portion of the building , so those areas are excluded from the parking calculations.
4. ADA parking for Lot 10 included on Lot 10.
5. Parking for Burger King is provided on Lot 2.
6. Shopping Center classification used for all parking calculations, except for Park and Multi Family Use.

GRAPHIC SCALE
60 30 0 60
1" = 60'

ORIGINAL ISSUE DATE: APRIL 21, 2022

REVISIONS

NO.	DATE	DESCRIPTION
1	04-29-22	REVISED TO INCLUDE PHASE 2
2	06-09-22	REVISED LOT 10

PROJECT NO. 20360
PROJECT MANAGER PM
DESIGNED BY MW/TK
DRAWN BY BD

OVERALL LAYOUT PLAN

THE CLOVE

BUFFALO GROVE ILLINOIS

7325 Janes Avenue
Woodridge, IL 60517
630.724.9200 phone
www.v3cos.com

DRAWING NO.
C3.0

Attachment: Plan Set 5.5.22 (Corridor Approval - Amend to PD #1, Plat of Sub, Prelim & Final Eng Plan, SU and Var at Town Center) (Overall Layout Plan)

Attachment: Plan Set 5.11.22 (Corridor Approval - Amend to PC, SU, Plat of Sub, Prelim & Final) for Plan, SU and Var at Town Center]

22a

LAYOUT PLAN - AREA 1

THE CLOVE

BUFFALO GROVE ILLINOIS

7325 Janes Avenue
Woodridge, IL 60517
630.724.9200 phone
www.V3co.com

DRAWING NO. C3.1

PROJECT NO: 20360
PROJECT MANAGER: PM
DESIGNED BY: MV/TK
DRAWN BY: BD

ORIGINAL ISSUE DATE: APRIL 21, 2022

REVISIONS

NO.	DATE	DESCRIPTION
1	04-29-22	REVISED TO INCLUDE PHASE 2
2	06-09-22	REVISED LOT 10

NO.	DATE	DESCRIPTION

PAVING LEGEND

- ASPHALT RESURFACING OR FULL DEPTH PAVEMENT AS NECESSARY
- CONCRETE SIDEWALK
- MILL AND RESURFACE

NOTES:
1. ALL DIMENSIONS SHOWN ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.
2. ALL PROPOSED ON-SITE STRIPING, SIGNAGE, AND PAVEMENT MARKINGS TO BE REMOVED.
3. BUILDING DIMENSIONS ARE TO OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
4. ALL CURB AND GUTTER SHALL BE B6.12 UNLESS OTHERWISE NOTED.

GRAPHIC SCALE
1" = 30'

ILLINOIS ROUTE 83
(PALATINE ROAD)
HERETOFORE DEDICATED
VARIABLE WIDTH R.O.W.

PROPOSED MONUMENT SIGN LOCATION

LOT 11

EXISTING RETAIL TO REMAIN (ENTERTAINMENT)

LOT 9

EXISTING RETAIL TO REMAIN

MATCHLINE SEE SEE C3.2 FOR CONTINUATION

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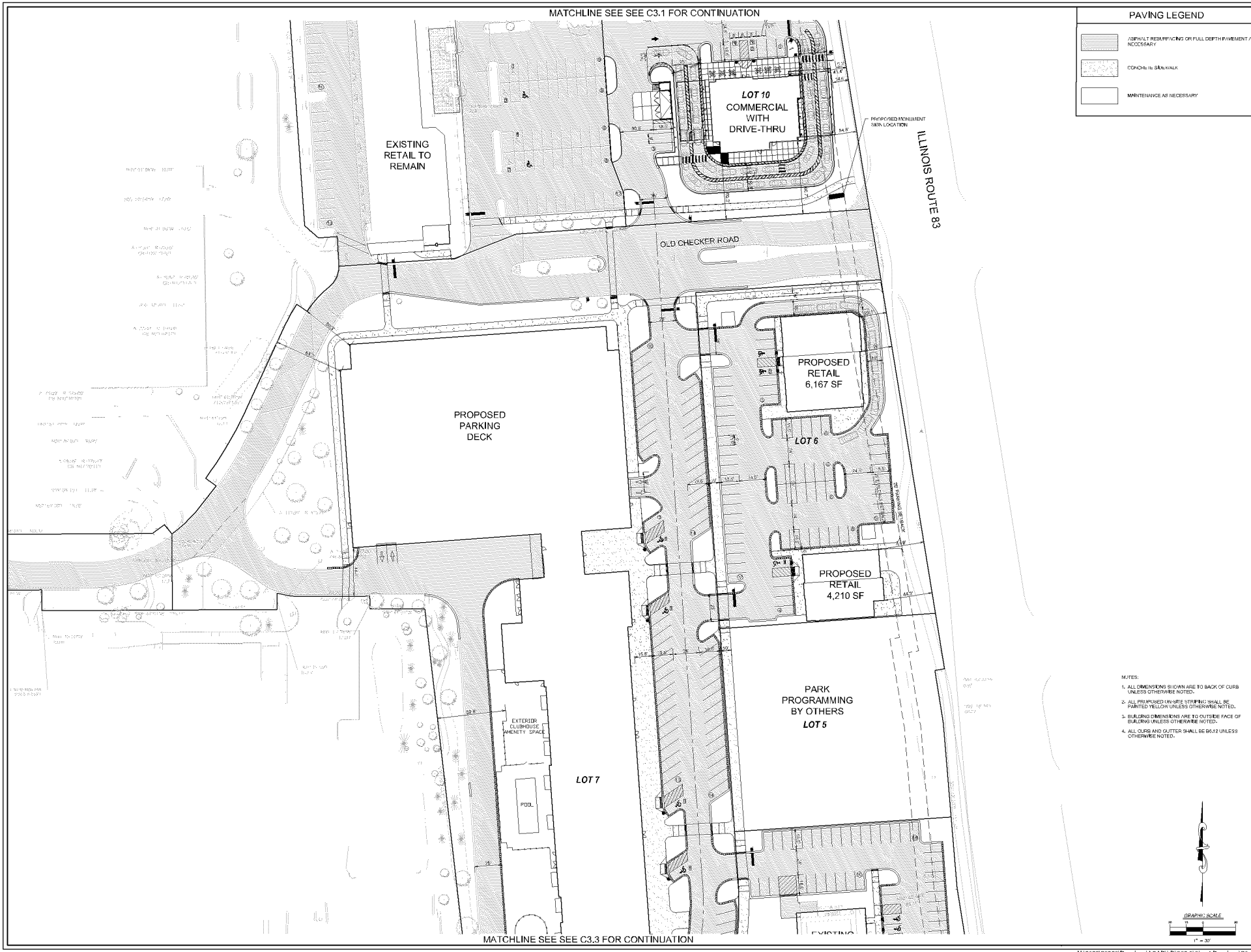


PAVING LEGEND

- ASPHALT RESURFACING OR FULL DEPTH PAVEMENT AS NECCESSARY
- CONCRETE SIDEWALK
- MAINTENANCE AS NECESSARY

NOTES:

1. ALL DIMENSIONS SHOWN ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.
2. ALL PROPOSED ON-SITE STRIPING SHALL BE PAINTED YELLOW UNLESS OTHERWISE NOTED.
3. BUILDING DIMENSIONS ARE TO OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
4. ALL CURB AND GUTTER SHALL BE B6.12 UNLESS OTHERWISE NOTED.

GRAPHIC SCALE
1" = 30'

ORIGINAL ISSUE DATE: APRIL 21, 2022

REVISIONS

NO.	DATE	DESCRIPTION
1	04-29-22	REVISED TO INCLUDE PHASE 2
2	06-09-22	REVISED LOT 10

PROJECT NO.	20360
PROJECT MANAGER	PM
DESIGNED BY	MW/TK
DRAWN BY	BD

LAYOUT PLAN - AREA 2

THE CLOVE

BUFFALO GROVE ILLINOIS

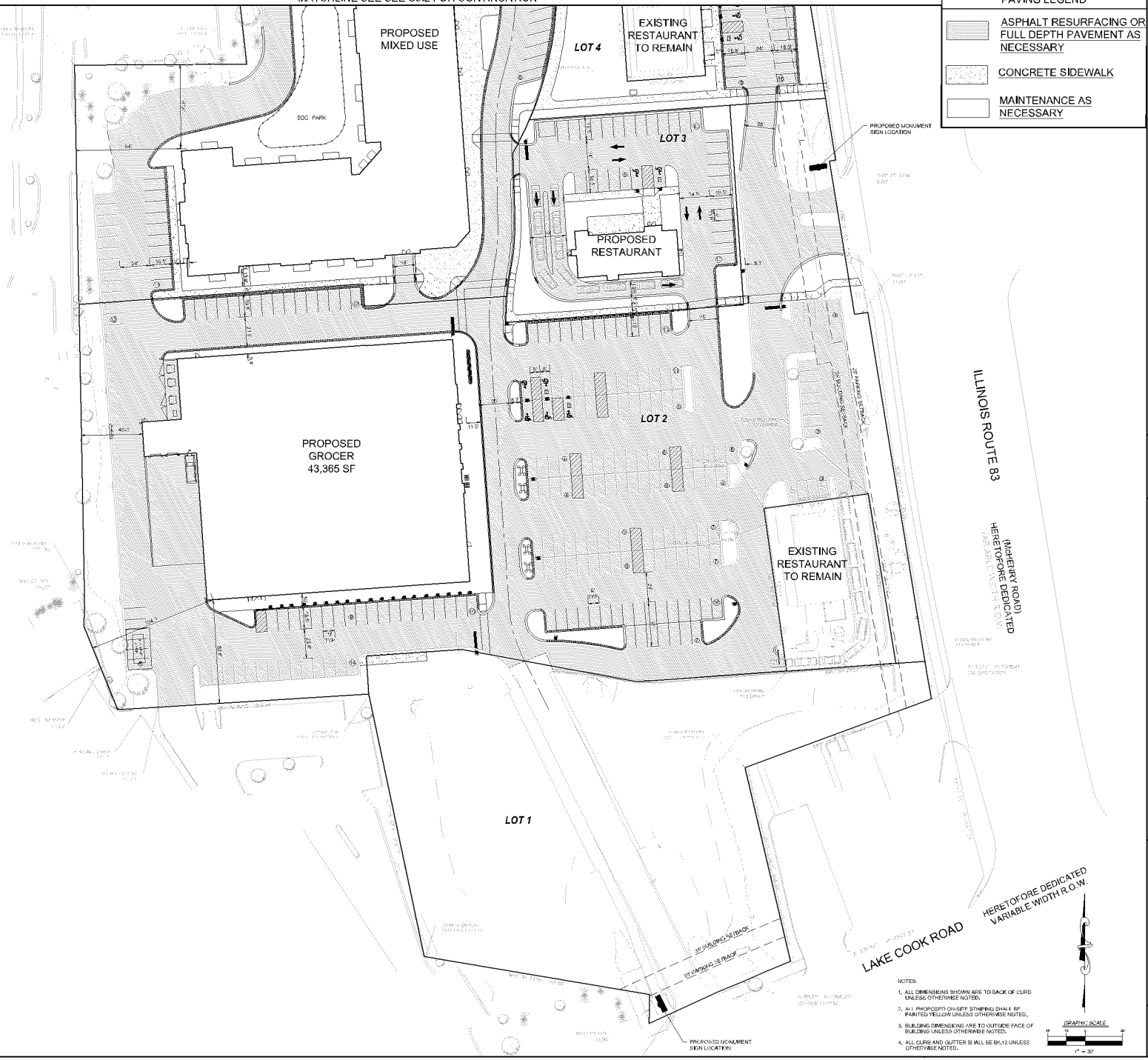
725 Lange Avenue
Woodridge, IL 60517
630.724.9200 phone
www.vlmk.com

DRAWING NO.

C3.2

Attachment: Plan Set 5.13.22 (Corridor Approval - Amend to PD #6, Part of Sub. Prelim & Final Dev Plan: 60 and Vorat Town Center)

MATCHLINE SEE SEE C3.2 FOR CONTINUATION



PAVING LEGEND

- ASPHALT RESURFACING OR FULL DEPTH PAVEMENT AS NECESSARY
- CONCRETE SIDEWALK
- MAINTENANCE AS NECESSARY

NOTES:

1. ALL DIMENSIONS SHOWN ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.
2. ALL PROPOSED ON-SITE STRIPING SHALL BE PAINTED YELLOW UNLESS OTHERWISE NOTED.
3. BUILDING DIMENSIONS ARE TO OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
4. ALL CURB AND GUTTER SHALL BE B6.12 UNLESS OTHERWISE NOTED.

GRAPHIC SCALE
1" = 30'

REVISIONS

NO.	DATE	DESCRIPTION
1	04-29-22	REVISED TO INCLUDE PHASE 2
2	06-09-22	REVISED LOT 10

ORIGINAL ISSUE DATE: APRIL 21, 2022

PROJECT NO. 20360
PROJECT MANAGER PM
DESIGNED BY MW/TK
DRAWN BY BD

LAYOUT PLAN - AREA 3

THE CLOVE

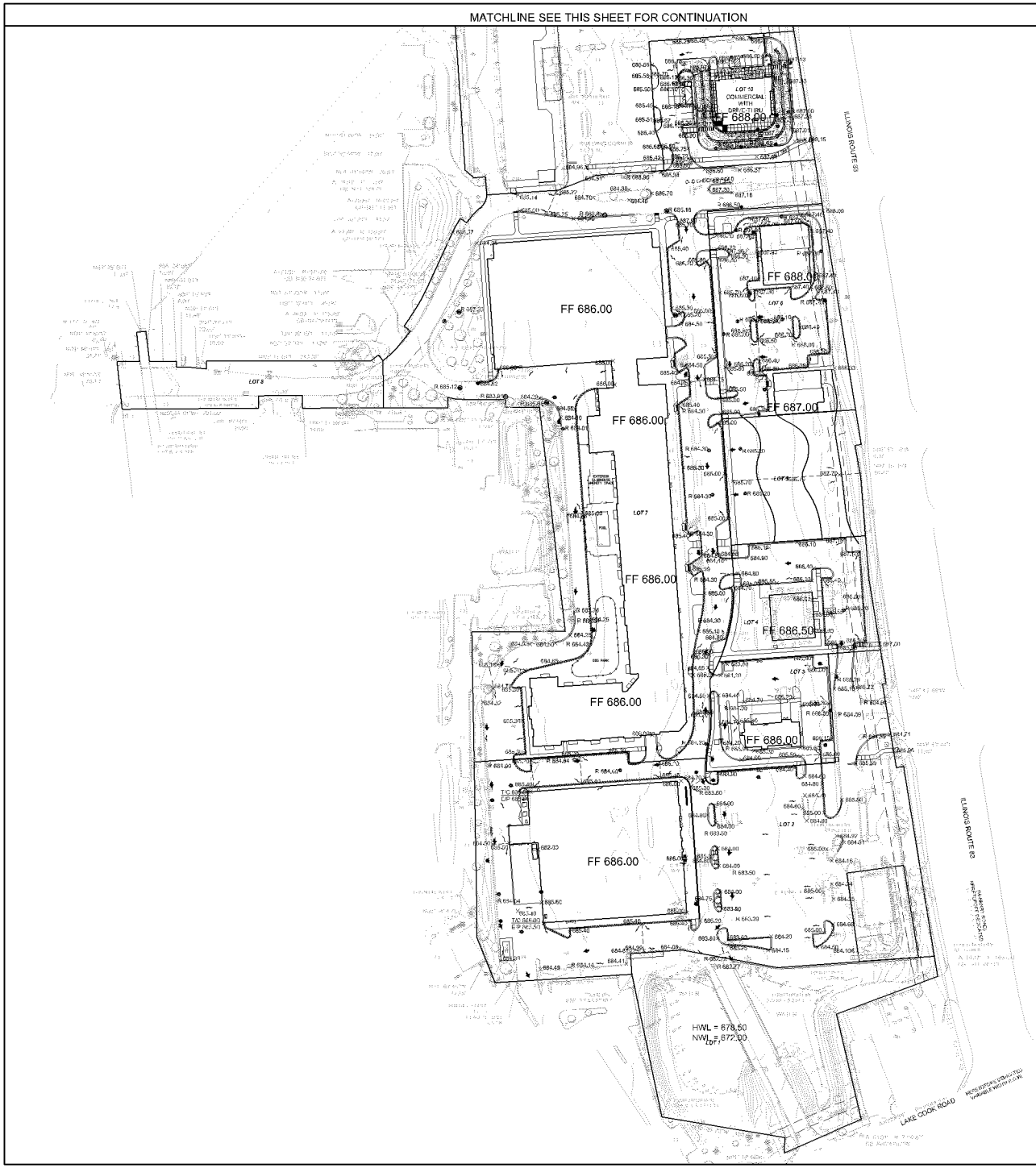
BUFFALO GROVE ILLINOIS

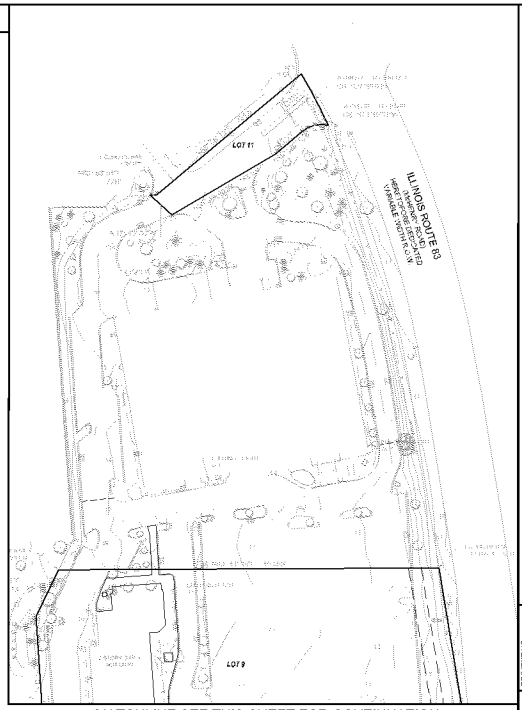
7325 Janes Avenue
Woodridge, IL 60517
630.724.9200 phone
www.vlmk.com

DRAWING NO.
C3.3

Attachment: Plan Set 5.13.22 (Corridor Approval - Amend to PD #6, Part of Sub-Parcel Plan #6) and Vocal Town Center)

MATCHLINE SEE THIS SHEET FOR CONTINUATION





MATCHLINE SEE THIS SHEET FOR CONTINUATION

REVISIONS

NO.	DATE	DESCRIPTION
1	04-29-22	REVISED TO INCLUDE PHASE 2
2	06-09-22	REVISED LOT 10

ORIGINAL ISSUE DATE: APRIL 21, 2022

PROJECT NO. 20360
PROJECT MANAGER: PM
DESIGNED BY: MVTK
DRAWN BY: BD

OVERALL GRADING PLAN

THE CLOVE

BUFFALO GROVE ILLINOIS

7325 Janes Avenue
Woodridge, IL 60517
630.724.9200 phone
www.vlmk.com

DRAWING NO.

C4.0

GRAPHIC SCALE
1" = 60'

Attachment: Plan Set 5.13.22 (Corridor Approval - Amend to PD #1, Part of Sub-Parcel 6 Final Eng Plan, SU and Var at Town Center)

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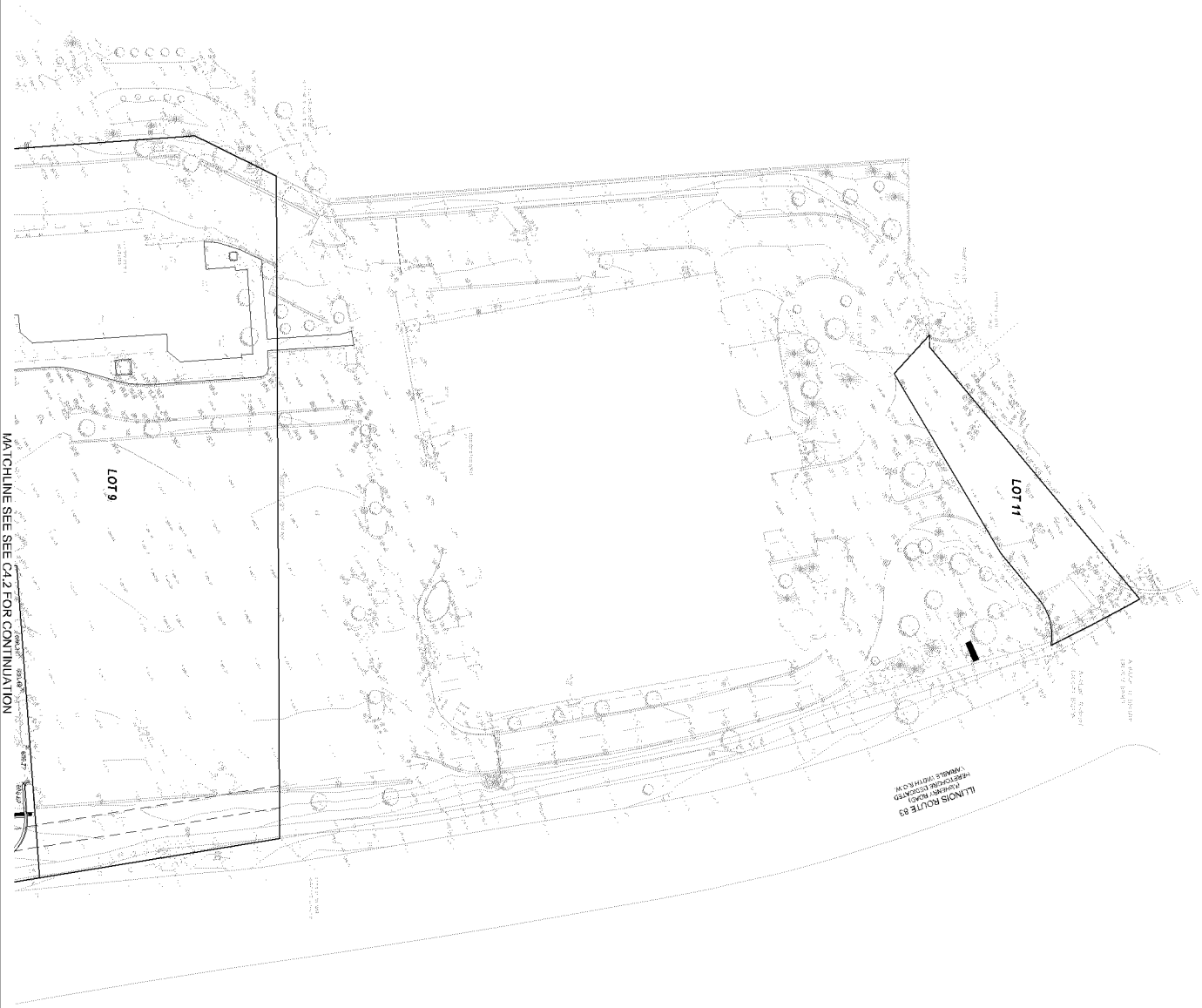

NOTES:

1. ALL PAVEMENT SPOT GRADE ELEVATIONS AND CURB FLOW LINE ELEVATIONS WITHIN OR ALONG CURB AND GUTTER ARE TO FLOW LINE OF PAVEMENT UNLESS OTHERWISE NOTED.
2. ALL ELEVATIONS SHOWN DENOTE FINISHED GRADE UNLESS OTHERWISE NOTED. SUBTRACT TOPSOIL THICKNESS OR PAVEMENT THICKNESS TO ESTABLISH SUBGRADE ELEVATIONS.
3. PROVIDE 1.00% CROSS SLOPE AND 4.00% MAXIMUM LONGITUDINAL SLOPE ON ALLEYS UNLESS OTHERWISE INDICATED. PLEASE NOTE THAT ALLEYS ARE TO BE CONSTRUCTED WITH A MAXIMUM CONSTRUCTED CROSS SLOPE OF 2.00% AND LONGITUDINAL SLOPE OF 5.00%.

GRAPHIC SCALE
1" = 30'

C4.1
DRAWING NO.

7325 Janes Avenue
Woodridge, IL 60517
630.724.9200 phone
www.v3co.com

GRADING PLAN - AREA 1

THE CLOVE

BUFFALO GROVE ILLINOIS

PROJECT NO.:	20360
PROJECT MANAGER:	PM
DESIGNED BY:	MV/TK
DRAWN BY:	BD

ORIGINAL ISSUE DATE: APRIL 21, 2022

REVISIONS

NO.	DATE	DESCRIPTION
1	04-29-22	REVISED TO INCLUDE PHASE 2
2	06-09-22	REVISED LOT 10

NO.	DATE	DESCRIPTION

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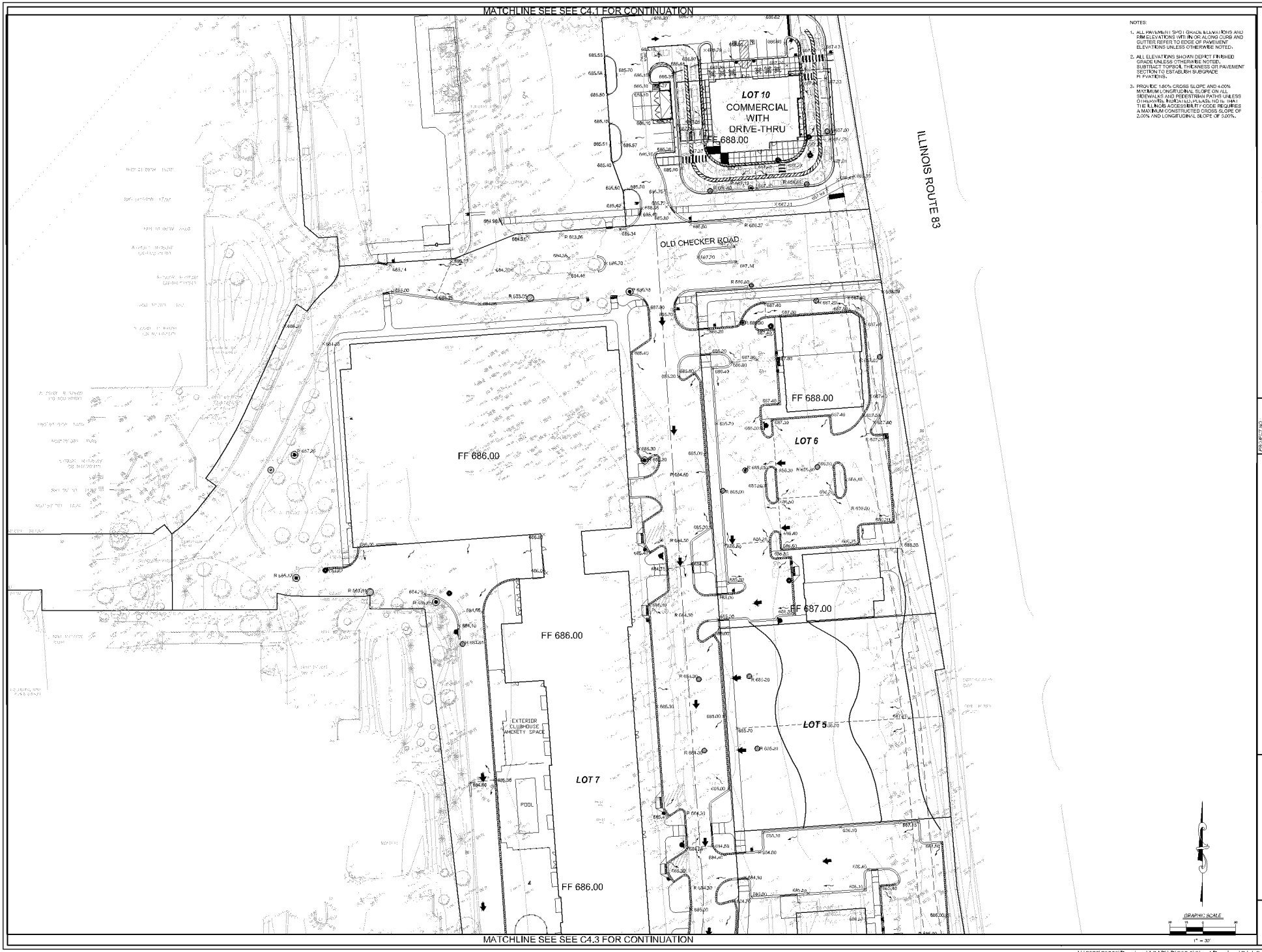


NOTES:

1. ALL PAVEMENT SPOT GRADE ELEVATIONS AND RIM ELEVATIONS WITHIN OR ALONG CURB AND GUTTER REFER TO EDGE OF PAVEMENT ELEVATIONS UNLESS OTHERWISE NOTED.
2. ALL ELEVATIONS SHOWN DEPICT FINISHED GRADE UNLESS OTHERWISE NOTED. SUBTRACT TOPSOIL THICKNESS OR PAVEMENT SECTION TO ESTABLISH SUBGRADE ELEVATIONS.
3. PROVIDE 1.50% GROSS SLOPE AND 4.00% MAXIMUM LONGITUDINAL SLOPE ON ALL SIDEWALKS AND PEDESTRIAN PATHS UNLESS OTHERWISE INDICATED. PLEASE NOTE THAT THE ILLINOIS ACCESSIBILITY CODE REQUIRES A MAXIMUM CONSTRUCTED CROSS SLOPE OF 2.00% AND LONGITUDINAL SLOPE OF 5.00%.

GRAPHIC SCALE
1" = 30'

ORIGINAL ISSUE DATE: APRIL 21, 2022

REVISIONS

NO.	DATE	DESCRIPTION
1	04-29-22	REVISED TO INCLUDE PHASE 2
2	06-09-22	REVISED LOT 10

PROJECT NO. 20360
PROJECT MANAGER: PM
DESIGNED BY: MVTK
DRAWN BY: BD

GRADING PLAN - AREA 2

THE CLOVE

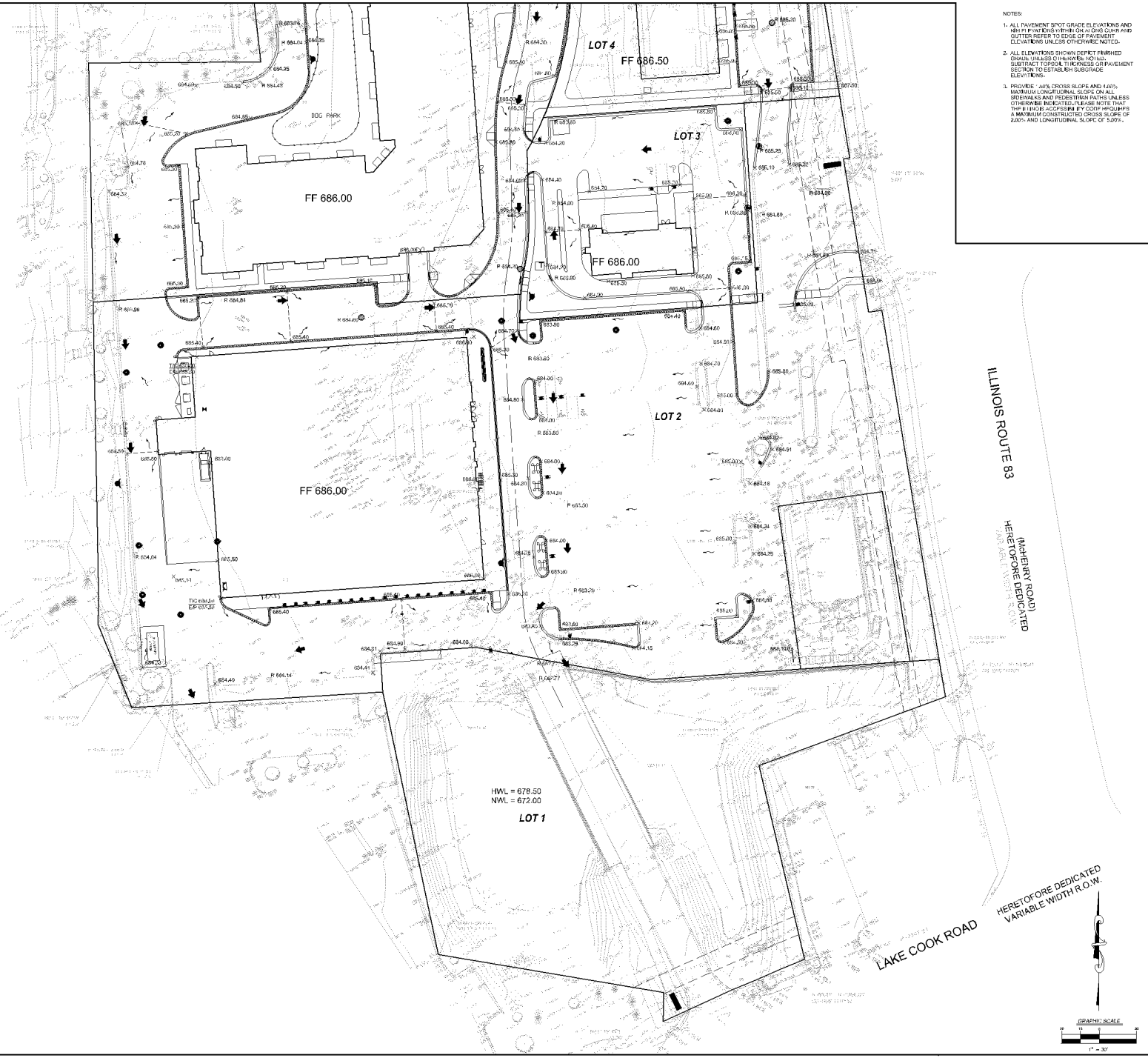
BUFFALO GROVE ILLINOIS

7325 Janes Avenue
Woodridge, IL 60517
630.724.9200 phone
www.V3co.com

DRAWING NO.
C4.2

Attachment: Plan Set 5.13.22 (Condition Approval - Amend to PD #1, Plat of Sub, Prelim & Final Eng Plan, ROI and Var at Town Center) (

MATCHLINE SEE SEE C4.2 FOR CONTINUATION



NOTES:

1. ALL PAVEMENT SPOT GRADE ELEVATIONS AND HIGH ELEVATIONS WITHIN CHANGING CURB AND GUTTER REFER TO EDGE OF PAVEMENT ELEVATIONS UNLESS OTHERWISE NOTED.
2. ALL ELEVATIONS SHOWN DEPICT FINISHED GRADE. UNLESS OTHERWISE NOTED, SUBTRACT TOPSOIL THICKNESS OR PAVEMENT SECTION TO ESTABLISH SUBGRADE ELEVATIONS.
3. PROVIDE 2.00% CROSS SLOPE AND 4.00% MAXIMUM LONGITUDINAL SLOPE ON ALL SIDEWALKS AND PEDESTRIAN PATHS UNLESS OTHERWISE INDICATED. PLEASE NOTE THAT THE FOLLOWING ACCESSIBLE KEY CORNER REQUIRES A MAXIMUM CONSTRUCTED CROSS SLOPE OF 2.00% AND LONGITUDINAL SLOPE OF 5.00%.

REVISIONS

NO.	DATE	DESCRIPTION
1	04-29-22	REVISED TO INCLUDE PHASE 2
2	06-09-22	REVISED LOT 10

ORIGINAL ISSUE DATE: APRIL 21, 2022

PROJECT NO. 20360
PROJECT MANAGER PM
DESIGNED BY MW/TK
DRAWN BY BD

GRADING PLAN - AREA 3

THE CLOVE

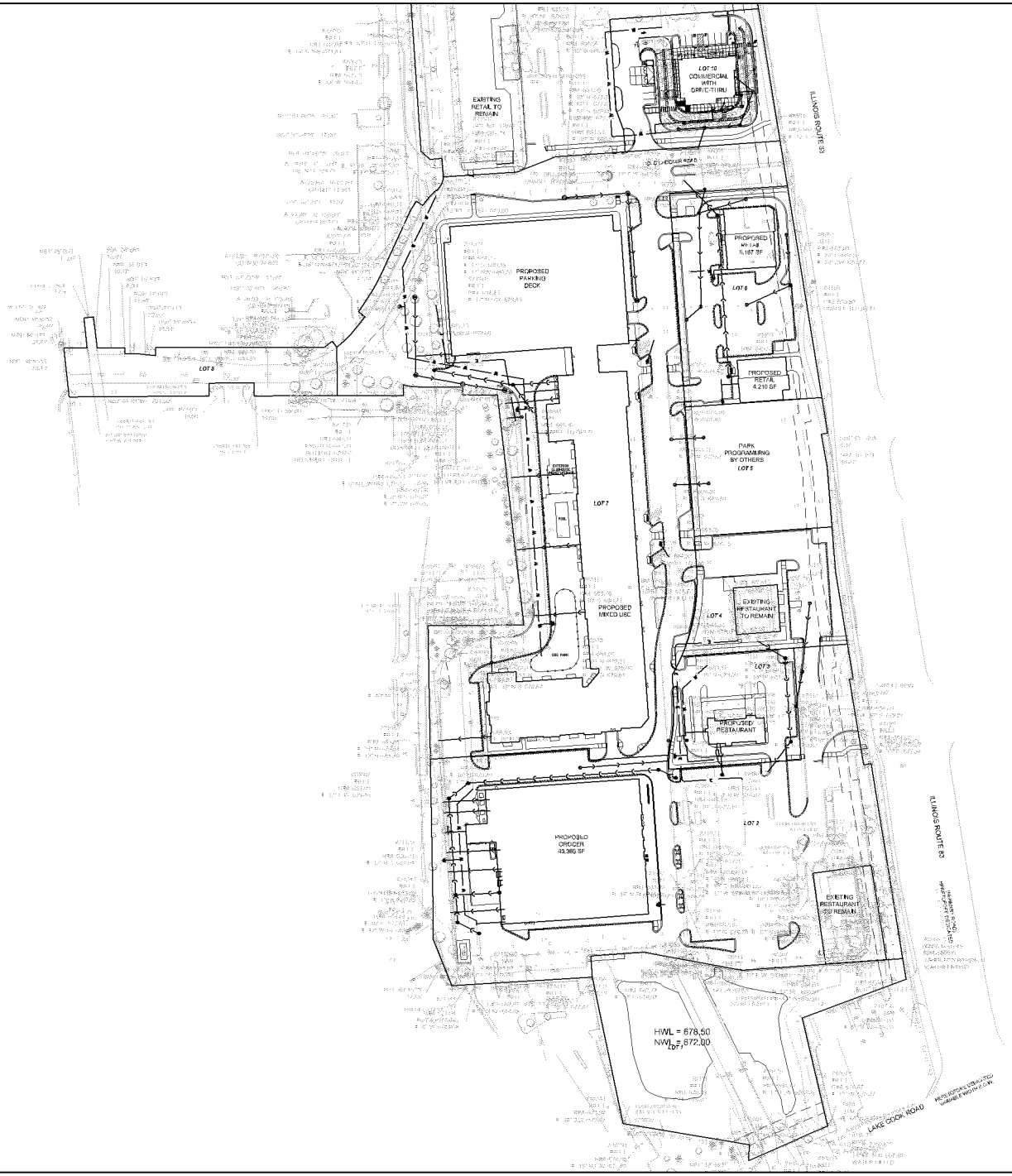
BUFFALO GROVE ILLINOIS

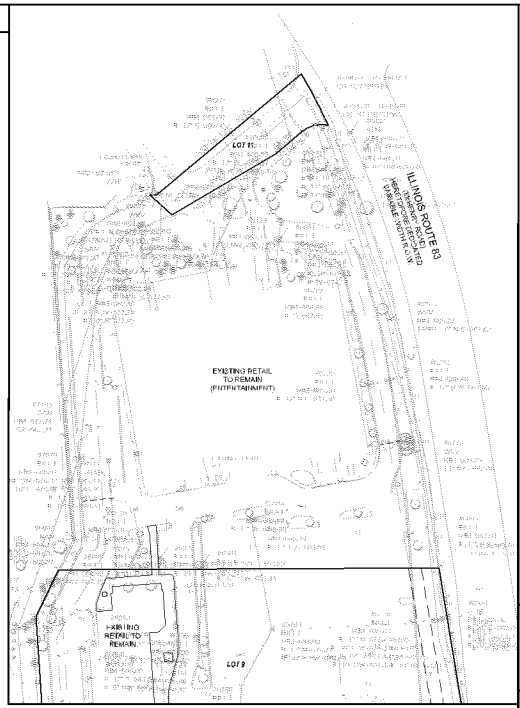
7325 Janes Avenue
Woodridge, IL 60517
630.724.9200 phone
www.vlmk.com

DRAWING NO.
C4.3

Attachment: Plan Set 5.13.22 (Condition Approval - Amend to PD #3, Part of Sub. Prelim & Final Eng Plan, Bill and Val at Town Center)

MATCHLINE SEE THIS SHEET FOR CONTINUATION





MATCHLINE SEE THIS SHEET FOR CONTINUATION

REVISIONS		
NO.	DATE	DESCRIPTION
1	04-29-22	REVISED TO INCLUDE PHASE 2
2	06-09-22	REVISED LOT 10

ORIGINAL ISSUE DATE: APRIL 21, 2022

PROJECT NO. 20360
PROJECT MANAGER PM
DESIGNED BY MV/TK
DRAWN BY BD

OVERALL UTILITY PLAN

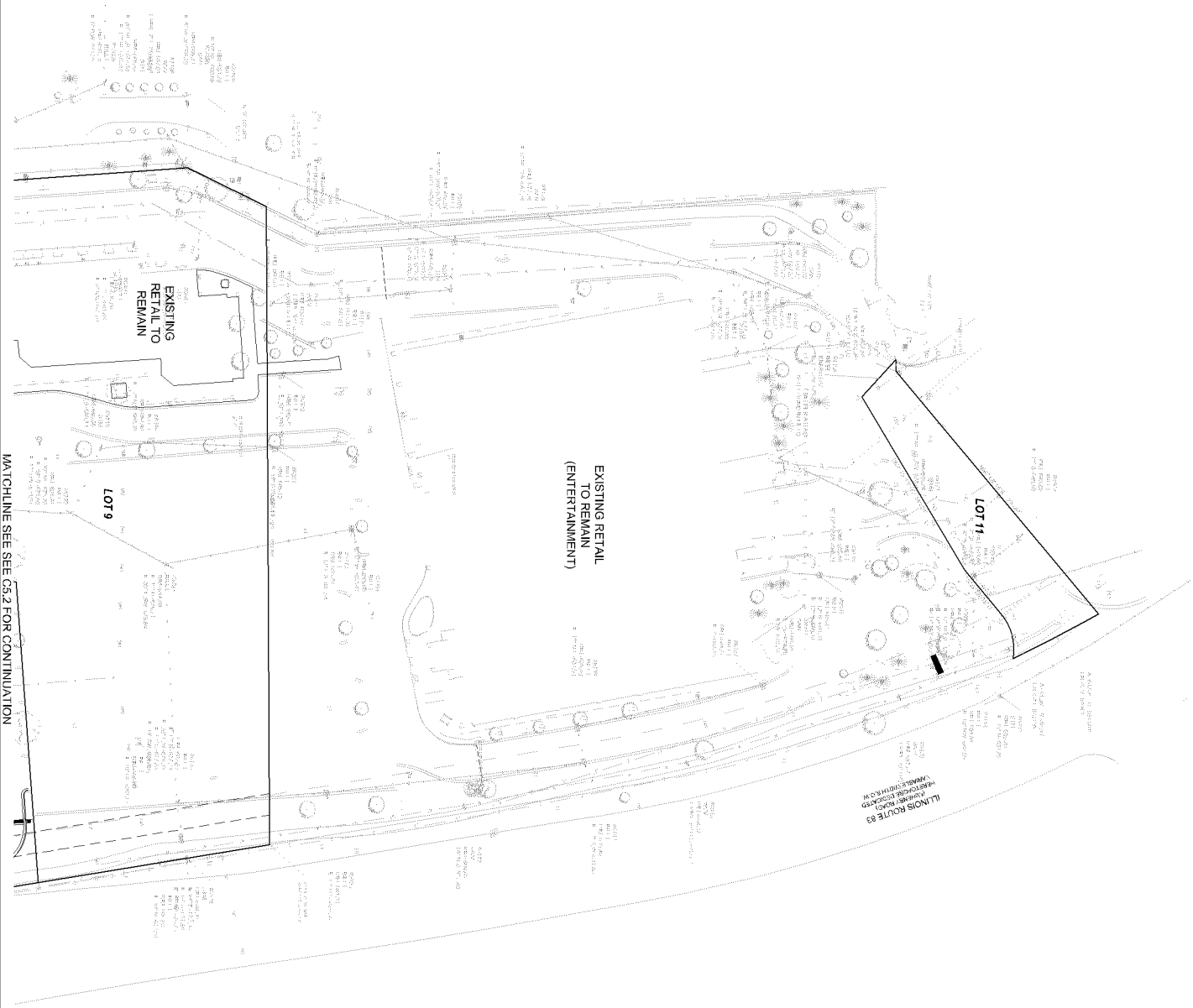
THE CLOVE

BUFFALO GROVE ILLINOIS

7325 Janes Avenue
Woodridge, IL 60517
630.724.9200 phone
www.vlmk.com

DRAWING NO.
C5.0

Attachment: Plan Set 5.17.22 (Corridor Approval - Amend to PD #3, Part of Sub Prelim & Final Dev Plan: SU and Var at Town Center)



NOTES:

1. CONTRACTOR TO FIELD VERIFY LOCATION, INVERT AND SIZE OF ALL EXISTING UTILITIES PRIOR TO ORDERING MATERIALS OR BEGINNING UTILITY INSTALLATION. CONTACT ENGINEER IF ANY DISCREPANCIES MAY BE IMMEDIATELY.
2. UNLESS INDICATED OTHERWISE, FRAME AND OPEN LID STORM STRUCTURES SHALL BE NEENAH R-4340-A OR APPROVED EQUAL AND FRAME AND CLOSED LID STORM STRUCTURES IN PAVEMENT AREAS SHALL BE NEENAH R-4342-A OR APPROVED EQUAL. ALL STORM STRUCTURES IN GRASS SPACE SHALL BE R-4340-B OR APPROVED EQUAL. ALL FRAMES AND GRATES SHALL CONFORM TO LOCAL MUNICIPALITY REQUIREMENTS. ALL CLOSED LID STORM STRUCTURES LOCATED WITHIN PAVEMENT AREAS SHALL BE PROVIDED WITH A CAST IRON "INLET" MARKER OR EQUIVALENT WITH PERMANENT SURFACE DRILL 1" DIAMETER LEFT HOLE
3. LIGHTING SHOWN ON THIS PLAN IS FOR REFERENCE ONLY. REFER TO SEPARATE PHOTOMETRIC PLAN FOR LIGHTING PERFORMANCE AND DO NOT REPRESENT ACTUAL SITE. SEE PLANS BY SITE LIGHTING CONSULTANT FOR SITE LIGHTING INFORMATION.

1" = 30'

7325 Janes Avenue
Woodridge, IL 60517
630.724.9200 phone
www.v3co.com

C5.1

DRAWING NO.

UTILITY PLAN - AREA 1

THE CLOVE

BUFFALO GROVE ILLINOIS

PROJECT NO.:	20360
PROJECT MANAGER:	PM
DESIGNED BY:	MV/TK
DRAWN BY:	BD

ORIGINAL ISSUE DATE: APRIL 21, 2022

REVISIONS

NO.	DATE	DESCRIPTION
1	04-29-22	REVISED TO INCLUDE PHASE 2
2	06-09-22	REVISED LOT 10

NO.	DATE	DESCRIPTION

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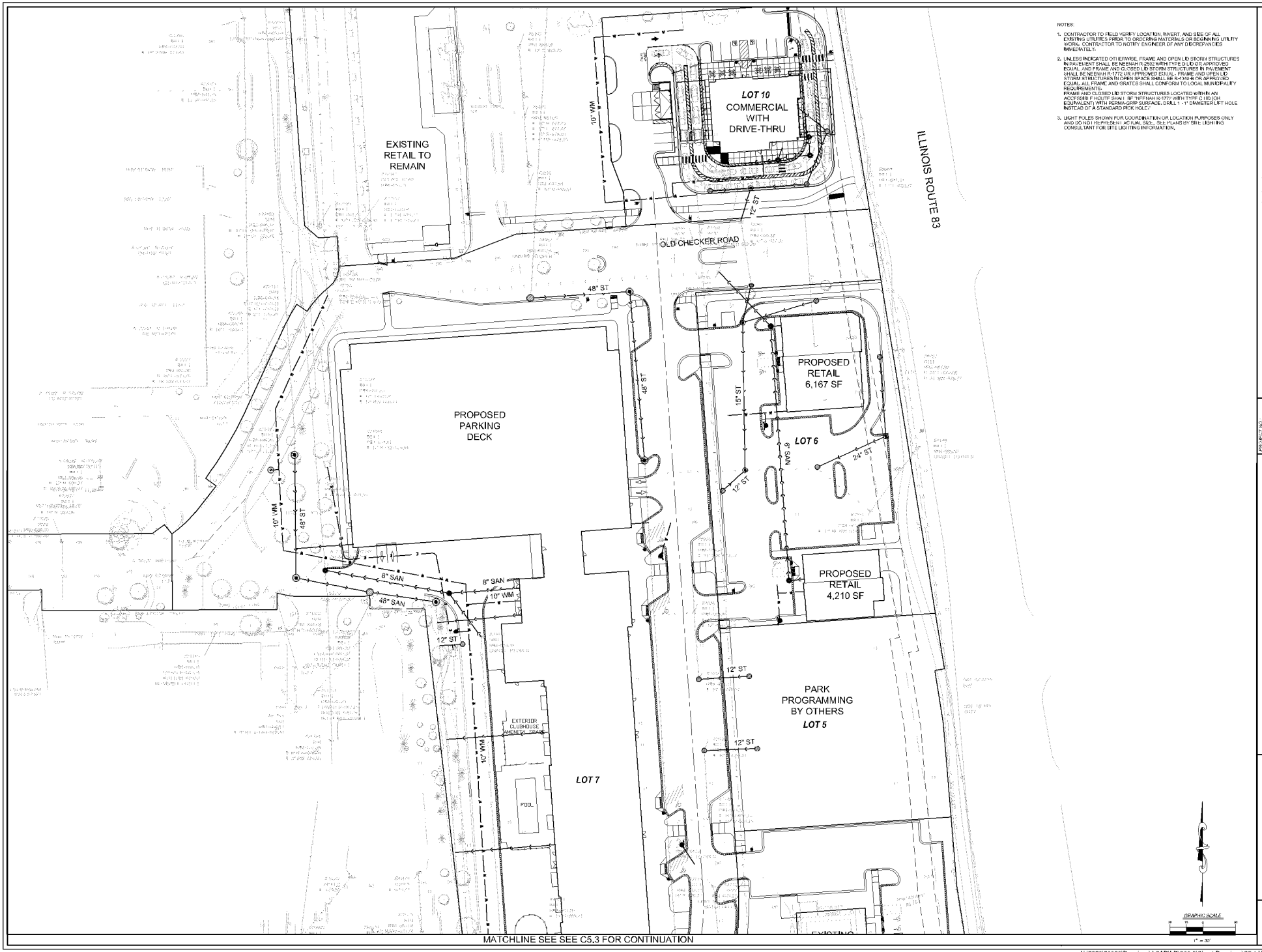


NOTES:

1. CONTRACTOR TO FIELD VERIFY LOCATION, INVERT, AND SIZE OF ALL EXISTING UTILITIES PRIOR TO ORDERING MATERIALS OR BEGINNING UTILITY WORK. CONTRACTOR TO NOTIFY ENGINEER OF ANY DISCREPANCIES IMMEDIATELY.
2. UNLESS INDICATED OTHERWISE, FRAME AND OPEN LID STORM STRUCTURES IN PAVEMENT SHALL BE NEENAH R-2502 WITH TYPE D LID OR APPROVED EQUAL, AND FRAME AND CLOSED LID STORM STRUCTURES IN PAVEMENT SHALL BE NEENAH R-1772 OR APPROVED EQUAL. FRAME AND OPEN LID STORM STRUCTURES IN OPEN SPACE SHALL BE R-1740-B OR APPROVED EQUAL. ALL FRAME AND GRATES SHALL CONFORM TO LOCAL MUNICIPALITY REQUIREMENTS.
   FRAME AND CLOSED LID STORM STRUCTURES LOCATED WITHIN AN ACCESSIBLE ROUTE SHALL BE NEENAH R-1772 WITH TYPE C LID (OR EQUIVALENT) WITH PERMA-GRIP SURFACE, DRILL 1 - 1" DIAMETER LIFT HOLE INSTEAD OF A STANDARD PICK HOLE.
3. LIGHT POLES SHOWN FOR COORDINATION OR LOCATION PURPOSES ONLY AND DO NOT REPRESENT ACTUAL SIZE. SEE PLANS BY SITE LIGHTING CONSULTANT FOR SITE LIGHTING INFORMATION.

REVISIONS

NO.	DATE	DESCRIPTION
1	04-29-22	REVISED TO INCLUDE PHASE 2
2	06-09-22	REVISED LOT 10

ORIGINAL ISSUE DATE: APRIL 21, 2022

PROJECT NO. 20360
PROJECT MANAGER: PM
DESIGNED BY: MW/TK
DRAWN BY: BD

UTILITY PLAN - AREA 2

THE CLOVE

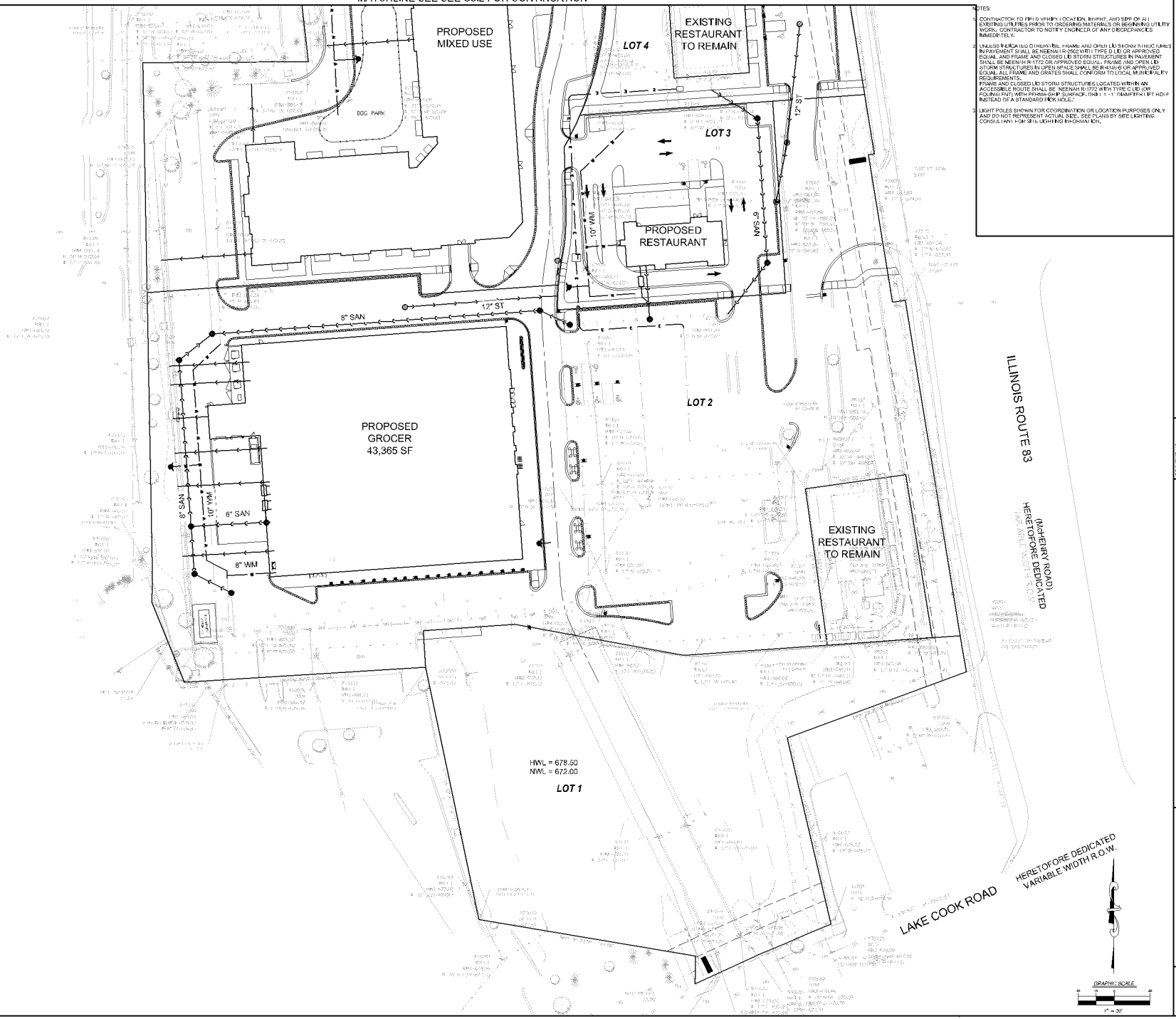
BUFFALO GROVE ILLINOIS

7325 Janes Avenue
Woodridge, IL 60517
630.724.9200 phone
www.vlmk.com

DRAWING NO.
C5.2

Attachment: Plan Set 5.13.22 (Corridor Approval - Amend to PD #6, Plat of Sub, Prelim & Final Eng Plan, SU and Var at Town Center)

N:\2020\20360\Drawings\ACAD\LD\S03.3\Sheet Drawings\C5.1 Utl20360 S03.dwg 5/10/2022



NOTES:

1. CONTRACTOR TO FIELD VERIFY LOCATION, INVERT, AND SIZE OF ALL EXISTING UTILITIES PRIOR TO ORDERING MATERIALS OR BEGINNING UTILITY WORK. CONTRACTOR TO NOTIFY ENGINEER OF ANY DISCREPANCIES IMMEDIATELY.
2. UNLESS INDICATED OTHERWISE, FRAME AND OPEN LID STORM STRUCTURES IN PAVEMENT SHALL BE NEENAH R-3562 WITH TYPE D LID OR APPROVED EQUAL, AND FRAME AND CLOSED LID STORM STRUCTURES IN PAVEMENT SHALL BE NEENAH R-1772 OR APPROVED EQUAL. FRAME AND OPEN LID STORM STRUCTURES IN OPEN SPACE SHALL BE R-4340-B OR APPROVED EQUAL. ALL FRAME AND GRATES SHALL CONFORM TO LOCAL MUNICIPALITY REQUIREMENTS.
   FRAME AND CLOSED LID STORM STRUCTURES LOCATED WITHIN AN ACCESSIBLE ROUTE SHALL BE NEENAH R-1772 WITH TYPE C LID OR EQUIVALENT WITH PERMA-GRIP SURFACE (TAB) 1 1/4" DIAMETER LIFT HOLE INSTEAD OF A STANDARD PICK HOLE.
3. LIGHT POLES SHOWN FOR COORDINATION OR LOCATION PURPOSES ONLY AND DO NOT REPRESENT ACTUAL SIZE. SEE PLANS BY SITE LIGHTING CONSULTANT FOR SITE LIGHTING INFORMATION.

REVISIONS

NO.	DATE	DESCRIPTION
1	04-29-22	REVISED TO INCLUDE PHASE 2
2	06-09-22	REVISED LOT 10

ORIGINAL ISSUE DATE: APRIL 21, 2022

PROJECT NO. 20360
PROJECT MANAGER PM
DESIGNED BY MW/TK
DRAWN BY BD

UTILITY PLAN -AREA 3

THE CLOVE

BUFFALO GROVE ILLINOIS

725 Jarvis Avenue
Woodridge, IL 60517
630.724.9200 phone
www.vlmk.com

DRAWING NO.
C5.3

Attachment: Plan Set 5.13.22 (Corridor Approval - Amend to PD #3, Part of Sub-Parcel 6 Final Eng Plan (50 and Vorall Town Center)

Luminaire Schedule							
Project: Project_1							
Symbol	Qty	Label	Arrangement	LMF	Lum. Lumens	Lum. Watts	Part Number
	3	3M-30L	SINGLE	1.000	31000	202	OSQL-B-30L-40K7-3M-UL-NM-__w/OSQ-ML-B-DA-__
	1	5M-30L	Single	1.000	27800	202	OSQL-B-30L-40K7-5M-UL-NM-__w/OSQ-ML-B-DA-__
	4	5M-30L-2	2 @ 180°	1.000	27800	202	OSQL-B-30L-40K7-5M-UL-NM-__w/OSQ-ML-B-DA-__
	1	5M-30L-3	3 @ 90°	1.000	27800	202	OSQL-B-30L-40K7-5M-UL-NM-__w/OSQ-ML-B-DA-__
	10	XP-4	Single	1.000	6100	47	XSPW-B-WM-4ME-6L-40K-UL-__

Calculation Summary (Footcandles calculated using initial lumen values @ 25°C)						
Label	Units	Avg	Max	Min	Avg/Min	Max/Min
CalcPts	Fc	1.61	9.0	0.0	N.A.	N.A.
PROPERTY LINE	Fc	0.16	0.2	0.0	N.A.	N.A.
CHICK-FIL-A PKG LOT	Fc	2.84	8.8	1.0	2.84	8.80
PARKING LOT	Fc	2.39	9.0	0.9	2.66	10.00

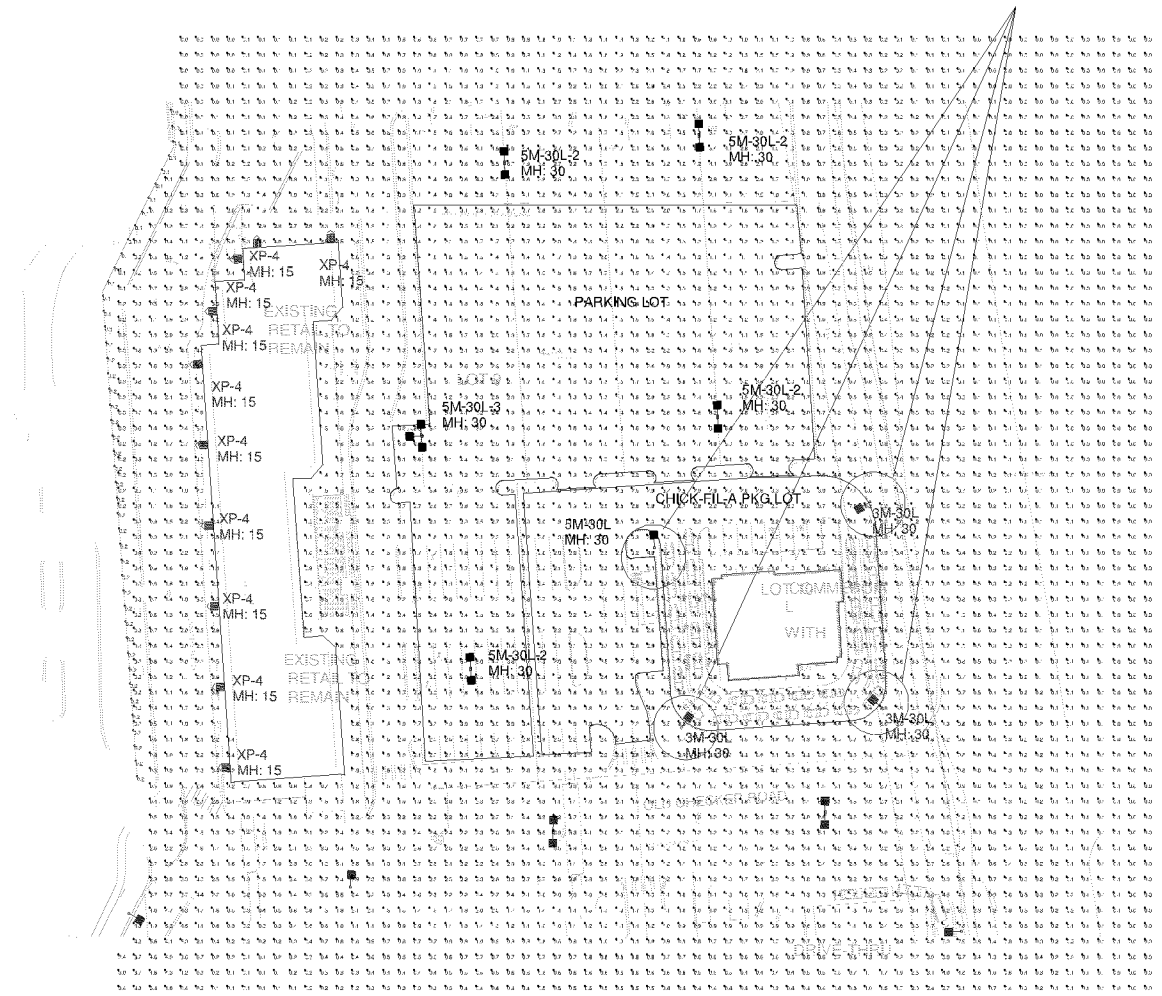
Pole Fixture Mounting Height: 30' AFG (27' pole +3' base)

Pole Schedule
(4) SSS-4-11-27-CW-BS-1D-C-__ (27' X 4" X 11ga STEEL SQUARE POLE)
Proposed poles meet 120 MPH sustained winds.

Additional Equipment:
(16) OSQ-ML-B-DA-__ (Direct Arm Mount)

*** CUSTOMER TO VERIFY ORDERING INFORMATION AND CATALOGUE NUMBER PRIOR TO PLACING ORDER ***

NEW POLE BASES



CREE LIGHTING
A COMPANY OF IDEAL INDUSTRIES, INC.
9201 Washington Ave, Racine, WI 53406 https://creelighting.com - (800) 236-5800

Illumination results shown on this lighting design are based on project parameters provided to Cree Lighting, used I nconformance with t h m aire test procedures conducted under laboratory conditions. Actual project conditions differing from these design parame ers may affect field results. Th r customer s responsible for verifying dimensional accuracy along with compliance with any applicable electrical, lighting or energy code.

Project Name: Buffalo Grove Chick-Fil-a Site Town Center

CASE #: 00493851 | Footcandles calculated at grade | Filename: 220428DL1CIS.AGI

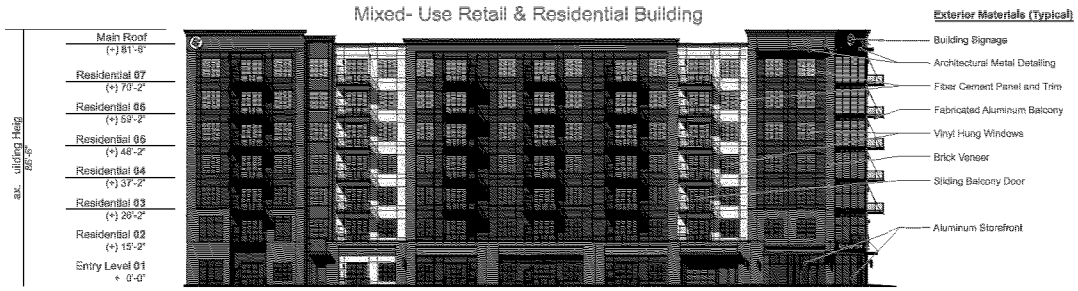
Layout By: Chris Schlitz

Date:4/28/2022

Scale 1" = 40'

0 80 160

Attachment1: Plan Set 5.13.22 (Consider Approval - Amend to PD, SU, Plat of Sub, Prelim & Final Dev Plan, SU and Var at Town Center)



South Elevation

Scale = 1:20

Attachment: Plan Set 5.13.22 (Consider Approval - Amend to PD, SU, Plan of Sub, Prelim & Final Dev Plan, SU and Var at Town Center)

URBAN TRE

Buffalo Grove Town Center

Buffalo Grove, IL

BSB DESIGN

The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e. applicable codes, structural, and MEP design requirements, unit plan / floor plan changes, etc.) © 2022 BSB Design, Inc.

May 6, 2022 | MU210689.00

BSBDESIGN.COM

URBANSTREET
GROUP LLC

Attachment: Plan Set 5.13.22 (Consider Approval - Amend to PD, SU, Plat of Sub, Prelim & Final Dev Plan, SU and Var at Town Center)

Nicole Woods, AICP
Director of Community Development
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL 60089

May 10, 2022

Re: The Clove Building Height Adjustment,

Nicole,

As we continue to advance construction documents for The Clove residential apartment building our design team has requested an additional 2-0 heigh variance changing the originally submitted overall building height from 84'-6" to 86-6". The design process has advanced from the conceptual drawing stage to working construction documents involving additional design consultants including the structural engineer who has found they need deeper floor and roof trusses. The truss depth increase accounts for the majority of the height request with the remaining height being added to the parapet to provide better angulation and flashing details for at the roof to wall area and building coping. There are no other changes to the exterior of the building. Please feel free to contact me directly if there are any questions or additional issues that need to be addressed regarding this issue.

Sincerely,
Jim Wells

Jim Wells
Sr. Vice President, Development
Urban Street Group, LLC.
847-942-0841 Cell
jwells@urbanstreetgroup.com
as agent for BGA Residential, LLC.

The Clove

Plans and Exhibits Presented at the Public Hearing on April 6, 2022

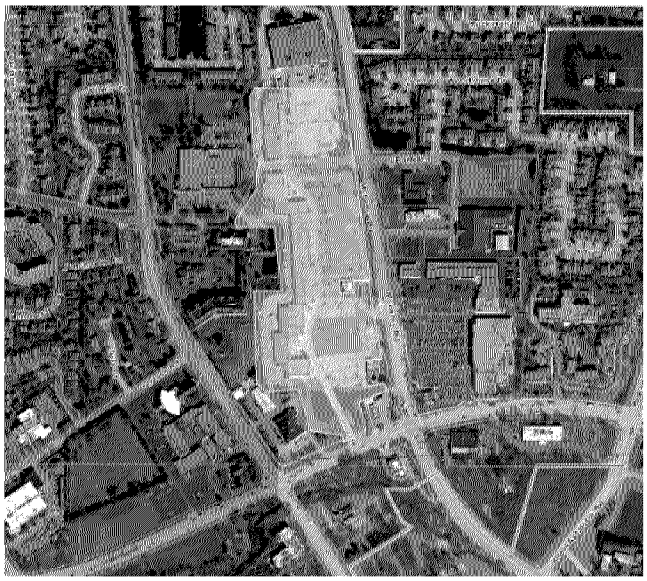
Attachment: Plan Set 5.13.22 (Consider Approval - Amend to PD, SU, Plat of Sub, Prelim & Final Dev Plan, SU and Var at Town Center)

VILLAGE OF BUFFALO GROVE
PLANNING & ZONING COMMISSION
STAFF REPORT

MEETING DATE:	April 6, 2022
SUBJECT PROPERTY LOCATION:	100-228 N McHenry Road (excluding 150 N McHenry), and 270-314 N McHenry Road, Buffalo Grove, IL 60089 and commonly referred to as Buffalo Grove Town Center
PETITIONER:	Kensington Development Partners and Urban Street
PREPARED BY:	Nicole Woods, Director of Community Development
REQUEST:	Petition to the Village of Buffalo Grove for an amendment to Planned Development Ordinance No. 86-61, as amended, requesting approval for a special use for mixed use Planned Unit Development and approval of a Final Plat of Subdivision and Preliminary and Final Development Plan approval with Special Uses and Variations for a proposed plan for a 20-acre mixed-use redevelopment center with grocery store, retail, restaurants and multi-family residential at the Buffalo Grove Town Center.
EXSITING LAND USE AND ZONING:	The property is zoned B-5 Town Center Planned District
COMPREHENSIVE PLAN:	The approved 2009 Village Comprehensive Plan calls for this property to be Commercial.

PROJECT BACKGROUND

Kensington Development Partners (Kensington) has entered into a contract to purchase the existing 20-acre Town Center at northwest corner of Lake Cook Road and Route 83 and redevelop the property into a new development called The Clove. The development will include a new nationally recognized grocery store, retail, restaurants and luxury multi-family residential. The Clove implements the vision that was established through the Village's 2018 Lake Cook Corridor Market Study and Plan.



In July 2020, Kensington went under contract with the Town Center owners to purchase the property, which is currently improved with a 194,000 square foot Town Center commercial shopping center. Since that time, Kensington and the Village have been refining the plan and negotiating a public-private partnership. On November 1, 2021 the Village Board approved a Memorandum of

Attachment: Plan Set 5.13.22 (Consider Approval - Amend to PD, SU, Plat of Sub, Prelim & Final Dev Plan, SU and Var at Town Center)

Understanding (MOU) with Kensington, which identified the plan, land uses, development, phasing, and financial obligations of a Redevelopment Agreement (RDA). The MOU serves as the framework for the overall plan.

Kensington has presented its concept plan the Village Board November 1, 2021 and then to the PZC on December 15, 2021. On April 6, 2022 the Kensington will present their final plan as part of their public hearing and recommendation to the Village Board. The RDA will be considered separately by the Village Board.

LAKE COOK CORRIDOR MARKET STUDY AND PLAN

The Town Center Shopping Center is located in the "eastern bookend" of the larger 475-acre Lake Cook Corridor. Generally bound by Arlington Heights Road, Old Checker Road, Buffalo Grove Road, IL - 83/McHenry Road and the Lake Cook Road, the Corridor is considered a significant asset to Buffalo Grove. It is home to commercial and office centers, residential developments, religious institutions, civic facilities, as well as parks and open space. All of these uses and development provide local character and culture to the community. The Lake Cook Corridor also serves as an important gateway into Buffalo Grove as Lake Cook Road connects Buffalo Grove to local roads as well as to a larger regional network of expressways, highways, and roads. With approximately 40,000 vehicles traveling on it per day, Lake Cook is one the most utilized roads in the region.

Although the Corridor has historically served as an important source of revenue and vitality for the Village, it has been facing several challenges over the past several years. Regional and national shifts in market, demographic, housing, lifestyle, and travel and consumption patterns have contributed to the Corridor's outdated development.

In recognition of both the Corridor's significance and its challenges, Buffalo Grove kicked-off the Lake Cook Corridor Market Study and Plan project in 2016 to establish a long-term (15-20 year) vision for the Corridor. The project's goal was to identify how the Village can best reposition the Lake Cook Corridor to optimize its growth potential to improve the community's identity, vitality, and fiscal sustainability.

The resulting product, the Lake Cook Corridor Market Study and Plan (LCCP), represents a community-driven vision and plan for the Corridor. It was a created through an intense public process that successfully achieved broad consensus in BG about the Corridor's future though engaging several hundred stakeholders via public meetings, workshops, open houses, and online surveys. In 2018, the Buffalo Grove adopted the LCCP as component to the Village's Comprehensive Plan.

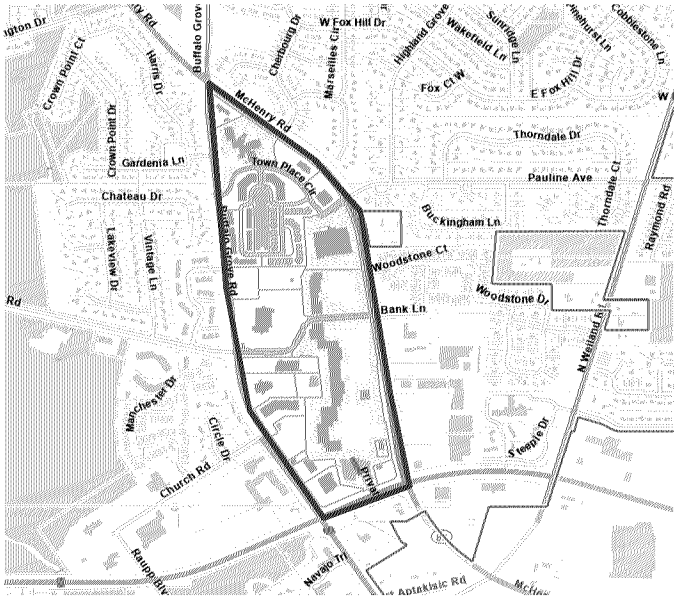
The Clove – Redevelopment Opportunities and Challenges

The Clove represents a significant opportunity to implement the Lake Cook Corridor Plan. Kensington's plan is the first redevelopment project in the Corridor since LCCP's adoption. In this manner, the proposed project implements LCCP's recommended sequencing of redeveloping the Town Center property first as that was considered the community's top priority. In addition, the project will also serve as a catalyst for continued redevelopment throughout the Corridor.

The LCCP heavily guided the development of The Clove. LCCP's vision for the Town Center area was to transform the existing shopping center into a compact and active mixed-use Village Center for the community. The Clove project upholds the LCCP's general vision and implements key concepts from the plan as further discussed below.

Attachment: Plan Set 5.13.22 (Consider Approval - Amend to PD, SU, Plat of Sub, Prelim & Final Dev Plan, SU and Var at Town Center)

It is important to note that the LCCP is a framework plan, not a specific development or construction plan. Imagery and plans featured in the LCCP were meant to provide examples and ideas of how these principles and concepts could be implemented, not exact specifications for development. Consequently, future redevelopment, such as The Clove, have always been expected to embrace and implement the vison's main concepts and principles.



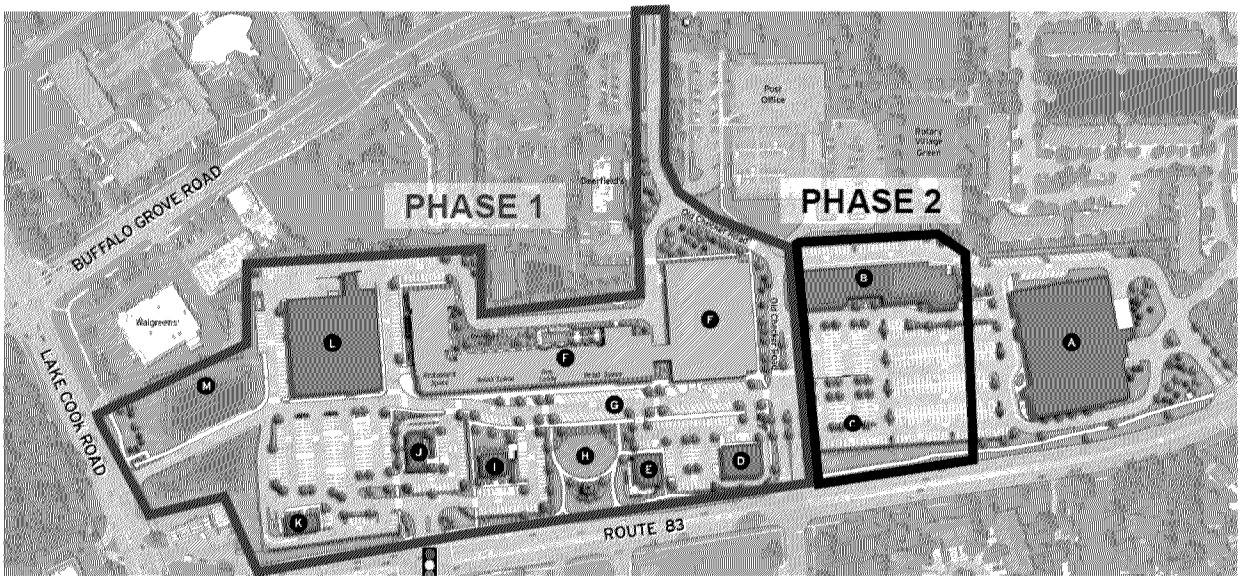
The Clove is within the Greater Town Center area.

The Clove's proposed plan also reflects the realties and challenges innate to redevelopment. The existing 20-acre shopping center, which Kensington plans to redevelop, is only part of the greater Town Center area, which in total exceeds 65 acres. The greater Town Center area has been a fixture in Buffalo Grove for years and the community has grown, developed, and integrated that Center into its fabric. This 20-acre redevelopment plan that proposes new uses and buildings must try and retrofit and work within the physical, market, accessibility, infrastructure and ownership limitations that come with the with the property and within the greater Town Center context. Added on are market pressures and realities that are demanded by today's residential and commercial markets. Ensuring that the plan can and does accommodate for the modern tenant's expectations while working within the site's limitations and still achieving the major goals of the LCCP is the main challenge set before this project. The proposed plan represents the push-and-pull dynamic of all of these factors.

SUMMARY OF LATEST PLAN

Workshop History

This item had originally been heard before the Village Board on November 1, 2021 and was referred to the Planning & Zoning Commission (PZC). The PZC held a workshop on December 15, 2021 to review the



proposed plans. During this meeting PZC provided feedback regarding optimizing access, circulation, and green space. In addition, PZC discussed enhancing the facades of existing retail space (Lot 9).

Since the last workshop, the plans for The Clove have undergone some changes. First, the Village Green also known as the "Central Park" has increased from 0.5 acres to approximately 0.85 acres, thereby increasing open space coverage. In addition, Lot 6 now features two buildings, a restaurant and commercial building (E and D) instead of one commercial building. The restaurant building (E) abuts the Village Green thereby enhancing connectivity and accessibility to the site with a key focus on being a restaurant. Kensington is also seeking approval of an outlot north of Old Checker (C) to accommodate a future quick service restaurant and drive-through. They have provided a conceptual plan showing how the lot will develop. Approvals for Lot C are incorporated into their zoning request. Finally, the overall parking and traffic circulation was modified to enhance access and minimize traffic conflicts. These revisions look optimize flow despite the site's limitations which include existing traffic patterns, access points, and site configuration.

Phase 1

The first phase of the project looks to redevelop the southern and central sections of the site. A new 43,000 square foot nationally recognized grocery store will be located at the southern end of the site and serve as a primary anchor. While Kensington has an agreement with the grocer tenant, they are unable to disclose their name at this time.

Proposed Grocer that will anchor the redevelopment site

As part of Phase 1, Kensington has partnered with Urban Street Group who will be developing a 7-story (85' high), 297-unit high-end apartment building with 16,200 square feet of commercial space on the ground-floor. The ground floor commercial will feature a sit-down restaurant at the building's southeast corner as key fixture in the development. The apartment building is classified as "next generation" and offers an amenity-rich, convenience-filled environment. The building will be served by a parking garage located to the north of the building, which will provide 558 private spaces for the residents.

Overall, Phase 1 features more than 60,000 square feet of retail and restaurants scattered throughout the site, including three (3) outlot buildings (buildings D, E & J) south of Old Checker and one (1) outlot building north of Old Checker (building C). Kensington has finalized a lease with Guzman Y Gomez Mexican Restaurant to occupy one of the new outlots.

An 0.85 acre "Central Park" will sit in the middle of the site and can be programmed for concerts, the arts and other civic events. The adjacent restaurant space (E) will spill out into the Central Park for enhanced activity and utility. The retail areas as well as the central park will be served by approximately 837 surface parking spaces.

The overall investment of Phase 1 will exceed $150M.

Proposed luxury apartments with ground floor retail and dining

Phase 2

As part of the RDA, Kensington will be required to revitalize the commercial building (B) north of Old Checker. They have indicated preserving the existing center in the as it is necessary to accommodate certain existing tenants to be relocated from Phase 1. This commercial building (B) will have 23,600 square feet of ground floor retail and 11,400 square feet of second story office/services.
At this time, Kensington has a contract to solely purchase the Town Center property. The existing Boston Market, Burger King, and Bowlero are not part of the redevelopment concept as they are separately-owned parcels.

PLANNING AND ZONING ANALYSIS

Relation with Surrounding Development

The proposed Clove development is compatible with the surrounding uses and development. As further discussed below, the site lies within the greater Town Center area bound by Buffalo Grove Road, Il Route 83, and Lake Cook Road. From a land use perspective, The Clove complements and integrates with the surrounding uses and developments, which include residential, office, and commercial developments along with open space. Furthermore, the existing linkages within the greater Town Center area also provide important connections to, from, and within the proposed plan and surrounding area to help generate synergy.

B-5 Zoning

The Clove is in the B-5 Town Center Planned Zoning District, which is a unique district in the Village and is bound by Buffalo Grove Road, Route 83, and Lake Cook Road. The district is intended to create a compact, pedestrian-friendly, mixed-use central district. In this sense, the district allows for variety of uses, development, bulk and height standards, and other elements that would be appropriate and create such a district. The B-5 district stresses harmonious and coordinated design amongst the developments.

The B-5 District is an appropriate zoning district for The Clove to retain, as the proposed redevelopment is largely aligned with the B-5 district's intent, uses, and standards.

Attachment: Plan Set 5.13.22 (Consider Approval - Amend to PD, SU, Plat of Sub, Prelim & Final Dev Plan, SU and Var at Town Center)

Accessibility and Parking

One of the key fixtures to the redevelopment site are the accessibility points, which includes two along Route 83 and one along Lake Cook Road. Other existing minor access points are those provided via east-west local roads stemming from Buffalo Grove Road. The proposed plan shows functional circulation patterns within the site.

The Kensington Redevelopment features a pedestrian network within the site. All developments, outlots, and other uses are connected via a network of sidewalks and crosswalks. Pedestrian and bicyclists will benefit from such infrastructure and amenities.

Parking for the development will be provided via a surface parking and parking garage. There will be approximately 837 surface parking spaces for the commercial area. The Village's code requires 1 space per 220 square feet of floor for shopping centers. In applying this standard to the commercial square footage of all the users (new commercial space, new ground floor retail/restaurant in the mixed-use building, existing commercial/office space, Burger King, Boston Market, and Boweloro), The Clove would need to provide a minimum of 757 spaces. This surplus of 80 spaces is enough of a buffer so that the development can still meet parking demands when the future outlot (C on Lot 10) is developed.

The parking garage will offer 558 private spaces for the residents of the mixed-use building (F). In applying the Village's standard for multi-family, a minimum of 505 spaces would be required. It is anticipated that surplus of garage spaces could also accommodate for some of the multi-family's ground floor retail and restaurant.

Landscaping

Overall, the landscaping plan looks to incorporates trees, shrubs, and other natural and landscaping elements to meet the overall intent of the Code and the Village's vision. The Village's Forester has reviewed the plans and finds that landscaping in and around the entire Clove site to showcase a solid diversity of plants and materials that will enhance the property's appeal. In addition, the Village Forester has found the landscaping in and around the mixed-use building (F) to harmoniously incorporate existing landscaping and improve the overall landscaping in the area. The Village Forester will be working with the developer to ensure the removal any trees that are in poor condition or are considered an invasive species. In addition, the Village will be collaborating with the developer to ensure planting species meet the Village's standards. As noted below, it is recommended that one of the conditions for plan approval is Village review and approval of the final landscape plan.

Implementation of the Lake Cook Corridor Plan

The Clove embraces LCCP's vison to transform the Town Center area into an active mixed-use Village Center for the community to stroll, shop, and dine active by implementing key concepts laid out in the visioning document.

1. **Key Concept: An active mixed-use Village Center**

   At its core, the Clove looks to create the lively mixed-use Village Center called for in the LCCP. The proposed plan shows a mix of uses that would include retail, restaurant, grocery, open space and residential. These uses, particularly the grocer, who will anchor the development, will attract residents and visitors and achieve the desired level of activity outlined in the Lake Cook Corridor Plan.

Attachment: Plan Set 5.13.22 (Consider Approval - Amend to PD, SU, Plat of Sub, Prelim & Final Dev Plan, SU and Var at Town Center)

Furthermore, the development's design and site configuration will also create a sense of vibrancy by featuring a seven-story apartment building in the center of the development. The height and density of the residential building with balconies and other elevated outdoor amenities provide a visual symbol of energy as well as presence to all those who visit. The building's ground floor retail and corner sit-down restaurants can spill out into the sidewalk further activate the new Main Street. At the same time, expanded park will provide a vibrant focal point. The restaurant user (E) that will open up to the park will help create a sense of connection and activity for the park

2. Key concept: Reflect Market Realities

Current market realities are reflected in the proposed plan's uses as well as the general site design and configuration. The proposed grocer offers an innovative format to meet the demands of today's market and consumer. At the same time, the plan shows high-end luxury apartments with numerous amenities and conveniences. This type of housing is in high demand and has demonstrated high absorption rates across the region and country indicating the country's changing demographics and lifestyle preferences. Moreover, the site's orientation towards IL-83 is a result of the market demand for commercial tenants to have high visibility while the surface parking spaces located throughout the site also reflect the demand for direct access to commercial uses.

3. Key concept: Pedestrian-Friendly

The plan intends to be pedestrian-friendly in both the accessibility network as well as in building design. Sidewalks and crosswalks provide connectivity for pedestrians across the entire site. These pedestrian paths as well as the site's compactness allow the dwellers both in the new development as well as in the nearby Town Place and Turnberry to shop, dine, and spend an afternoon in the park – all without stepping foot into their car. Additionally, the development is oriented towards the pedestrian. This includes apartment building's ground-floor retail and restaurants and the 0.85 park – all of which are meant to encourage visitors to spend time walking around the area and enjoy its offerings.

4. Key Concept: Improved connectivity and multi-modal accessibility

The proposed plan will improve overall circulation in the Town Center development. The geometry of the site, remaining outlots (specifically Boston Market and Burger King), as well as existing street grid, places limitations as to how access to, from, and within the site can be accomplished, but the proposed plan does show enhanced circulation patterns and multi-modal access including pedestrians and bicycles.

5. Key Concept: New publicly accessible public open space

The Clove looks to implement this key concept with the proposed Central Park. Such a park could be activated with the civic and cultural events including concerts and performances. This park will also have a multimodal connection to the nearby Rotary Green and other parks, offering a larger network of parks and open space.

6. Key Concept: A new established identity for the Village

The LCCP discusses the importance of establishing a new identity for the Village via the redevelopment of the Town Center area. Building off of the new NCH development along Lake Cook Road, the proposed development does represent a new chapter in Buffalo Grove's development and identify. These newer, taller, and modern developments clustered together in

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a compact site design development that features open space and walkability can provide an overall sense of community and place.

7. Key Concept 7: Sensitive to area's existing environmental features

Kensington Redevelopment is sensitive to the area's existing environmental features. The proposed plan does not infringe on existing stormwater dentition ponds and shrinks the impervious coverage from the existing development, thereby reducing run-off.

UTILITIES AND SITE ENGINEERING

As The Clove is a redevelopment, and not a greenfield development, much of the stormwater and related infrastructure and utilities are already in place. In terms of stormwater, the Kensington Development will retain the site's existing dentition system and ponds and will actually decrease the amount of impervious surface, thereby improving the capacity for stormwater. Sanitary sewer infrastructure is in place and the developer will be working with the Buffalo Grove's engineers and Lake County to ensure sufficient capacity is provided for increased use due to the significant residential component. Water connection and service to the site and residential component is feasible.

PERMITTED USES

Although not currently considered permitted uses in this district, Kensington is seeking to be permitted medical, business, financial/banking and professional offices to be allowed in the mixed-use building on Lot 7. To accommodate for these uses but keep with the intent of the B-5 ordinance, the Development Plan and Final Planned Development Ordinance will allow for a combined total of 7,000 square feet of medical, business, financial/banking and professional offices and/or health clubs uses to be located on the first floor of the mixed-use building on Lot 7.

In addition, Kensington is seeking office uses in the existing retail building north of Old Checker (B on Lot 9), as office uses had been previously allowed through past amendments. To accommodate this need, the Development Plan and Final Planned Development Ordinance will allow the permitted and special uses for Lot 9 to conform with the uses and classifications listed in the B-5 zoning commercial and office subdistrict for Lot 9. All other permitted and special uses for lots 2-6 and Lot 10 shall conform with the uses and classifications listed in the B-5 zoning commercial subdistrict listing.

While the B-5 Zoning includes a comprehensive list of permitted uses, Kensington has requested to include Liquor Stores and dry-cleaning establishments as permitted uses, and candy and/or ice cream shops as permitted uses. Currently liquor stores are a special use and dry-cleaning establishments are not listed as either a permitted or special use. The center used to have a large regional liquor store that relocated outside of Buffalo Grove. Kensington is seeking to streamline any future request for a similar type of liquor store to be permitted within the development. Furthermore, given the nature of a large mixed-use residential building, Kensington is seeking to have dry-cleaning establishment be permitted. Lastly, both Kensington is requesting to add candy and/or ice cream shops as a permitted use.

SPECIAL USE

The proposed Clove development is looking to incorporate the following, which are considered special uses in the B-5 Zoning District:

1. *A special use for a 7-story mixed occupancy residential, commercial and office building with a 4-story attached parking deck*

Kensington has partnered with Urban Street Group who will be developing a 7-story (85' high), 297-unit high-end apartment building with 16,200 square feet of commercial space on the ground-floor. The ground floor commercial will feature a sit-down restaurant at the building's southeast corner as key fixture in the development. The building will be served by a parking garage located to the north of the building, which will provide 558 private spaces for the residents.

2. *A special use for a supermarket*
   A new 43,000 square foot nationally recognized grocery store will be located at the southern end of the site and serve as a primary anchor.

3. *A special use for multiple drive-through restaurants/outlots as depicted on the Development Plan*
   Kensington is proposing a drive-through for Guzman Y Gomez (Building J), the multi-tenant Building D and the future building for Outlot C, north of Old Checker.

Overall, the proposed special uses listed above are utilized and integrated in the plan in such a way that they enhance the project's feasibility while maintaining the overall intent and vision of the B-5 zoning district.

ZONING VARIATIONS

The following is a summary of the variations associated with the development request:

1. *Variation to Section 17.44.060 of the Zoning Ordinance reducing the required building and parking lot setbacks, as depicted on the Development Plan; and,*
   The B-5 Zoning District requires a 35 foot building setback from arterial highway right-of-way. In addition, the code requires a 20' parking setback from arterial highway right of way. Per code, setbacks are intended to be landscaped.

   Proposed retail building (D) on Lot 6 encroaches into building setback, while all other buildings comply with the setback. Proposed parking on Lots 4 and 6 encroach into the parking setback. The future commercial development on Lot 10 may also encroach on these setbacks as the initial plans contemplates a canopy on the east elevation along Route 83. It should be noted that much of the existing parking lots are currently encroaching into the parking setbacks.

2. *A Variation to Section 17.44.060 of the Zoning Ordinance reducing the required perimeter and landscaping setbacks and buffers as depicted on the Development Plan; and*
   The Zoning District indicates that a 25' landscaped buffer surround the perimeter residential boundary line that abuts the commercial/recreation or office subdistrict, as mapped in the B-5 Zoning District. The proposed plan maintains the existing pavement within the 25 foot buffer areas on Lots 2 and 7.

3. *A Variation to Section 17.44.060 of the Zoning Ordinance to reduce the minimum lot area and exceed the maximum lot coverage, maximum density and maximum floor area ratio as depicted on the Development Plan; and*

As shown in the Village's Code within the B-5 Zoning Chapter, The Clove is considered part of the commercial/recreation subdistrict and consequently, subject to the commercial/recreation subdistrict's lot standards. The proposed projects has 11 separate lots which total to approximately 22 acres. The other three lots are existing development (Burger King, Boston Market, and Bowlero), total to approximately 4.69 acres, and not considered part of this project.

When examining the lots individually, many of the 11 lots require variations for the minimum lot area, maximum lot coverage, and maximum floor area ratio. However, when examining the lots collectively, the standards are met.

The commercial/recreational subdistrict does not have a maximum density standard, while the residential subdistrict has a maximum density of 30 units per acre. The proposed multi-family building exceeds the maximum density on its individual lot if looked at as a standalone residential lot. However, when evaluated within the entire Clove Development (22 acres), its density is 13 units per acre, well below the standard. As noted, staff believes the density variation may not be warranted as the development falls within the commercial subdistrict.

4. *A Variation to Section 17.44.060 of the Zoning Ordinance to increase the maximum building height for a 7-story mixed occupancy residential, commercial and office building with a 4-story attached parking deck; and*

   The B-5 Zoning District states that the maximum height for principal buildings are 75' for the commercial subdistrict and 100' in the residential subdistrict. Accessory buildings shall not exceed 30' regardless of the subdistrict. The mixed-use retail and residential building will have a maximum height of 84'6" and the proposed parking deck is approximately 46' in height. Overall, staff finds that the height is consistent with the intent and range provided within the B-5 Zoning District. Furthermore, since the parking deck is attached to the principal building, the overall height meets code.

5. *A Variation to Section 17.36.030 of the Zoning Ordinance regarding the dimensional requirements for parking lot design as depicted on the Development Plan; and*

   The Village Code requires a minimum of 9' for parking stalls that are at a 90° angle. Some of the existing parking stalls are slightly less than required 9.0' minimum.

6. *A Variation to Sections 17.44.060 D and 17.44.060 E pertaining to parking, landscaping and lighting; and*

   The proposed plan requires variations from various landscaping requirement including the three foot berms screening vehicular traffic and other screening for parking areas, landscaping standards in the parking areas, trees requirements and spacing, and irrigation. A minor lighting variation may also be required. Staff has reviewed the lighting, parking and landscaping plan and supports the petitioner's request.

SIGNAGE VARAITIONS

Summary of Signage

As part of the development approval, Kensington is seeking approval of a sign package, as outlined in Section 14.16.050 of the Sign Code. Many of the signs outlined below are yet to be designed as tenant negotiations are still ongoing. However, it is the intent to approve this sign package so to ease the approval

process and enhance clarity. Although the requested relief as shown below may seem voluminous, staff believes the request is reasonable given the overall size and scale of the development. This approach is similar to other new commercial developments approved at Deerfield & Milwaukee. Overall, staff finds that the overall sign package is acceptable.

Ground Signs

The following provides an overview of the ground signs that are being requested. It should be noted that all new ground signs would be replacing existing signs which are similar in size and height. The proposed new signs would provide a more modern and cleaner look.

Ground Signs			
Sign Number and Location		**Description**	**Variations required**
Sign 1	Lake Cook Access Point	Monument Sign with Electronic Message 315 sf; 35' tall	• Exceed max number (1), size (120 sf), and height (15 ft) • Electronic message board sign exceed the maximum height, text and size • Encroach into setback • Allow ground signs to be closer than 250 ft
Sign #2	Southern Rt 83 Access Point	Monument Sign 175 sf; 26' tall	
Sign #3	Rt 83/Old Checker Access Point	Monument Sign 196 sf; 26' tall	
Sign #4	Northern Rt 83 Access Point	Monument Sign 160 sf; 26' tall	
Sign #5	BG Rd and Old Checker Access Point	Monument Sign 196 sf; 26' tall	

Wall and Other Signs

In addition, various wall signs and other related signs are being proposed. The following provides and overview of the variations requested.

- Grocer – multiple wall signs and a temporary wall sign
- Guzman Y Gomez multiple wall signs, directional signs, and menu signs
- Commercial outlots (E, D, C) multiple wall signs
- Ground floor retail – wall signs for tenants (two wall signs for southern tenant)
- Existing Commercial Space –wall sign per tenant (two wall signs for southern tenant)

The following is a summary of the requested Zoning Ordinance variations reflected in the plan:

1. *A Variation to Chapter 14.16 of the Sign Code to exceed the maximum allowable number of wall signs for multiple buildings and outlots as shown on the Development Plans; and,*
2. *A Variation to Chapter 14.16 of the Sign Code to allow multiple wall signs to exceed the maximum size as for multiple buildings and outlots shown on the Development Plans; and,*

3. *A Variation to Chapter 14.16 of the Sign Code to allow ground signs to encroach into the required setbacks as depicted on the Development Plan; and,*
4. *Variation to Chapters 14.16 and 14.20 of the Sign Code to allow for an electronic message board sign which will exceed the maximum height, text and size as shown on Development Plans; and,*
5. *A Variation to Chapter 14.16 of the Sign Code to allow ground signs to exceed the maximum number, size and height allowed as shown on the Development Plans; and,*
6. *Variations to Chapters 14.16 and 14.20 of the Sign Code to allow multiple menu boards to exceed the maximum size and height as shown on the Development Plans; and,*
7. *Variation to Chapter 14.16 of the Sign Code Sign Code to permit multiple ground signs and allow them to be closer than 250 feet as depicted on the Development Plan; and*
8. *A Variation to the Sign Code Section 14.16 and 14.20 to allow for temporary subdivision development signs*

As part of the development approval, Kensington is seeking approval of a uniform sign package, as outlined in Section 14.16.050 of the Sign Code. Thus, the exhibits provided will be the foundation for future signage requests. All reviews will be done by staff administratively to ensure compliance with the sign package. Overall, staff believes the requests are reasonable given the overall size and scale of the development.

DEPARTMENTAL REVIEWS

Village Department	Comments
Engineering	The Engineering Department has reviewed the engineering plans and has no specific comments or concerns regarding the engineering plans.
Landscaping	The Village Forester has reviewed the landscape plan. The only concerns are for the developer to remove any trees that are in poor condition or are considered an invasive species and to provide an alternative species for one area of the plan.
Fire Department	The Fire Department has reviewed the proposed plans and does not have any objections. As part of the final engineering and building permit process, the Fire Department will review the turning templates and fire access points.

SURROUNDING PROPERTY OWNERS

Pursuant to Village Code, the contiguous property owners were notified, and a public hearing sign was posted on the subject property. The posting of the public hearing sign and the mailed notifications were completed within the prescribed timeframe as required. As of the date of this report, the Village received one call and a few emails from residents inquiring about the project mainly in regard to the types of tenants locating in the project. Some have also expressed concern for the development's name as well as to the type of dining that will be offered there.

STANDARDS

PZC Approval for Proposals in B-5 Zoning District

Attachment: Plan Set 5.13.22 (Consider Approval - Amend to PD, SU, Plat of Sub, Prelim & Final Dev Plan, SU and Var at Town Center)

The Village's code stipulates for proposals within the B-5 Zoning District, the Planning and Zoning Commission should review the proposals and recommend the project for approval if the following are met:

- Effect on community—That the proposed planned unit development will not be significantly or materially detrimental to or endanger the public health, safety or general welfare of the community. This shall include consideration of the impact of the development upon physical development, tax base, and economic well-being of the Village; and
- Effect on neighborhood—That the proposed planned unit development will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted nor will it diminish or impair property values within the neighborhood; and
- Effect on development of surrounding property—That the proposed planned unit development will not impede the normal and orderly development and improvement of surrounding property; and
- Adequacy of utilities and facilities—That the applicant has demonstrated that adequate sewer and water, access roads, drainage and other necessary facilities are present or will be provided; and
- Adequacy of ingress and egress—That the applicant has demonstrated that adequate means of ingress and egress designed to handle the traffic contemplated are present or will be provided; and
- Conformity to regulations—That the proposed planned unit development meets all the related zoning regulations.

Variations
The following are the applicable standards for a variations requested:

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations of the zoning district in which it is located except in the case of residential zoning districts;

2. The plight of the owner is due to unique circumstances;

3. The proposed variation will not alter the essential character of the neighborhood.

Petitioner has provided a response to the Standards

Special Use
The following is a response to the standards for a special use for the proposed drive-through facility in the convenience store:

1. The special use will serve the public convenience at the location of the subject property; or the establishment, maintenance or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;

Attachment: Plan Set 5.13.22 (Consider Approval - Amend to PD, SU, Plat of Sub, Prelim & Final Dev Plan, SU and Var at Town Center)

2. The location and size of the special use, the nature and intensity of the operation involved in or conducted in connection with said special use, the size of the subject property in relation to such special use, and the location of the site with respect to streets giving access to it shall be such that it will be in harmony with the appropriate, orderly development of the district in which it is located;

3. The special use will not be injurious to the use and enjoyment of other property in the immediate vicinity of the subject property for the purposes already permitted in such zoning district, nor substantially diminish and impair other property valuations with the neighborhood;

4. The nature, location and size of the buildings or structures involved with the establishment of the special use will not impede, substantially hinder or discourage the development and use of adjacent land and buildings in accord with the zoning district within which they lie;

5. Adequate utilities, access roads, drainage, and/or other necessary facilities have been or will be provided;

6. Parking areas shall be of adequate size for the particular special use, which areas shall be properly located and suitably screened from adjoining residential uses, and the entrance and exit driveways to and from these parking areas shall be designed so as to prevent traffic hazards, eliminate nuisance and minimize traffic congestion in the public streets.

Petitioner has provided a response to the Special Use Standards

Signage Variation Standards
The following is a response to the standards for a sign variations requested:

The Planning & Zoning Commission is authorized to make a recommendation to the Village Board for a variation to the Sign Code based on the following criteria:

A. Except for Prohibited signs (Chapter 14.32), the Village Planning & Zoning Commission may recommend approval or disapproval of a variance from the provisions or requirements of this Title subject to the following:
    1. The literal interpretation and strict application of the provisions and requirements of this Title would cause undue and unnecessary hardships to the sign user because of unique or unusual conditions pertaining to the specific building, parcel or property in question; and
    2. The granting of the requested variance would not be materially detrimental to the property owners in the vicinity; and
    3. The unusual conditions applying to the specific property do not apply generally to other properties in the Village; and
    4. The granting of the variance will not be contrary to the purpose of this Title pursuant to Section 14.04.020

B. Where there is insufficient evidence, in the opinion of the Planning & Zoning Commission, to support a finding under subsection (A), but some hardship does exist, the Planning & Zoning Commission may consider the requirement fulfilled if:
    1. The proposed signage is of particularly good design and in particularly good taste; and

Attachment: Plan Set 5.13.22 (Consider Approval - Amend to PD, SU, Plat of Sub, Prelim & Final Dev Plan, SU and Var at Town Center)

2. The entire site has been or will be particularly well landscaped.

Petitioner has provided a response to the Signage Standards

STAFF RECOMMENDATION

Staff recommends approval for an amendment to Planned Development Ordinance No. 86-61, as amended, requesting approval for a special use for mixed use Planned Unit Development and approval of a Final Plat of Subdivision and Preliminary and Final Development Plan approval with Special Uses and Variations for a proposed plan for a 20-acre mixed-use redevelopment center with grocery store, retail, restaurants and multi-family residential at the Buffalo Grove Town Center subject to the following conditions:

1. The proposed development shall be developed in substantial conformance to the plans attached as part of the petition.

2. A final plat of subdivision shall be revised in a manner acceptable to the Village as required.

3. Final Engineering plans shall be revised in a manner acceptable to the Village as required.

4. Final landscape plan shall be subject to the review and approval of the Village. As directed by the Village Forester, developer must remove any trees that are in poor condition or are considered an invasive species and replaced with alternative trees. In addition, the developer must provide an alternative species in certain locations. Landscape maintenance is the responsibility of the owner.

5. The future development of Lot 10 shall be developed in accordance with the plans submitted as part of the petition. Staff may administratively approve the development of Lot 10 in accordance with Village Code and the approved plans.

6. Permitted and Special Uses for the first floor of the mixed-use building on Lot 7 shall conform to the B-5 commercial and office subdistrict. No more than a combined total of 7,000 square feet of the first-floor area, excluding lobby and leasing area, shall be used for medical, business, financial/banking and professional offices and/or health clubs as identified in the B-5 District.

7. Permitted and Special Uses for lots 2 through 6 and lot 10 shall conform with the uses and classifications listed in the B-5 zoning commercial subdistrict.

8. Permitted and Special Uses for lot 9 shall conform with the uses and classifications listed in the B-5 zoning commercial and office subdistrict.

9. The following additional uses shall be permitted on all lots:

    a. Candy and/or ice cream shop
    b. Liquor Store

Attachment: Plan Set 5.13.22 (Consider Approval - Amend to PD, SU, Plat of Sub, Prelim & Final Dev Plan, SU and Var at Town Center)

c. Dry-cleaning establishments when employing facilities for the cleaning and pressing of dry goods for retail trade only, conducted on the premises.

10. Any directional or incidental sign added to the sign package provided shall be reviewed administratively by staff.

11. The petitioners shall enter into a Redevelopment Agreement in a form and substance acceptable to the Village.

12. At the request of the Village and prior to the final acceptance of the public improvements, the petitioners shall donate the park space identified as lot 5 to the Village of Buffalo Grove.

13. The electronic sign shall be operated in conformance with all other standards set forth in Section 14.20.070 D of the Village of Buffalo Grove Sign Code. The sign shall be made available for Village promotions and other activities as determined by the Village.

ACTION REQUESTED

The Planning & Zoning Commission (PZC) shall open the public hearing and take public testimony concerning the request. The PZC shall make a recommendation to the Village Board.

Suggested PZC Motion

PZC moves to grant approval for an amendment to Planned Development Ordinance No. 86-61, as amended, requesting approval for a special use for mixed use Planned Unit Development and approval of a Final Plat of Subdivision and Preliminary and Final Development Plan approval with Special Uses and Variations for a proposed plan for a 20-acre mixed-use redevelopment center with grocery store, retail, restaurants and multi-family residential at the Buffalo Grove Town Center.

Attachment: Plan Set 5.13.22 (Consider Approval - Amend to PD, SU, Plat of Sub, Prelim & Final Dev Plan, SU and Var at Town Center)

The Clove Plan Submittal – April 6, 2022

THE
CLOVE

The Clove Plan Submittal has been uploaded to the Village's webpage for ease of viewing.

Please visit: www.vbg.org/theclove

Attachment: Plan Set 5.13.22 (Consider Approval - Amend to PD, SU, Plat of Sub, Prelim & Final Dev Plan, SU and Var at Town Center)

VILLAGE OF
BUFFALO GROVE

MEMORANDUM

DATE: March 30, 2022

TO: Nicole Woods, Director of Community Development

FROM: Ted Sianis, Civil Engineer II

SUBJECT: Town Center Site Development Concept Plan Review

The Engineering Department received preliminary engineering plans and updated concept plans for the proposed Town Center Development. The plans included preliminary proposed utilities, connections, buildings, and site geometry. Below are our initial thoughts on the existing site and how the proposed Town Center's use of the site and utilities will function based upon what's shown on the preliminary plans.

Stormwater

- Currently, there are minimal concerns as it relates to stormwater provisions that need to be permitted/implemented as part of this project. Reasons for this include:
  - The proposed Phase I Town Center development was built prior to 1992 which serves as an advantage with stormwater requirements per the Lake County WDO.
  - The proposed Town Center development is shown to decrease the impervious surface within the site.
  - Ponds within the development have already been deemed **not** isolated wetlands of Lake County.

Sanitary Sewer

- Currently, there are minimal concerns as it relates to Village owned sanitary sewer provisions as part of this project. Reasons for this include:
  - Developer will permit anticipated sanitary sewer flows also known as PE (population equivalent) with Lake County. The Village's Engineering Department will help facilitate this process with Lake County Public Works.
  - There are sanitary sewers behind (west) the current Town Center buildings that has an issue with the pipe liner falling out of the pipe. The developer will need to rehabilitate this section of sanitary sewer due to the existing conditions. We have spoken to the developer about this item so that they are aware of it and can plan accordingly.

Water Service

- Currently, there are minimal concerns with providing water to this development.

Traffic Flow

- Currently, there are minimal concerns traffic as it relates to internal flow through the site.
- The configuration of the west leg of the SE signalized intersection entrance/exit off IL-83 is not ideal, however due to the existing out lots on the Town Center site and slight widening of IL-83 that occurred during the Lake Cook Road project, there may not be feasible alternatives. It's an existing intersection that will most likely remain as is. That said, there are four other entrances/exits from this site and KLOA, Inc. has studied this intersection as part of the development project.

Once the next set of engineering plans are submitted, the Engineering Department will perform another in-depth review/assessment of the proposed Town Center's use of existing utilities to service the new development.

Attachment: Plan Set 5.13.22 (Consider Approval - Amend to PD, SU, Plat of Sub, Prelim & Final Dev Plan, SU and Var at Town Center)

VILLAGE OF
BUFFALO GROVE

Attachment: Plan Set 5.13.22 (Consider Approval - Amend to PD, SU, Plat of Sub, Prelim & Final Dev Plan, SU and Var at Town Center)

MEMORANDUM

DATE: April 1, 2022

TO: Nicole Woods, AICP, Director of Community Development

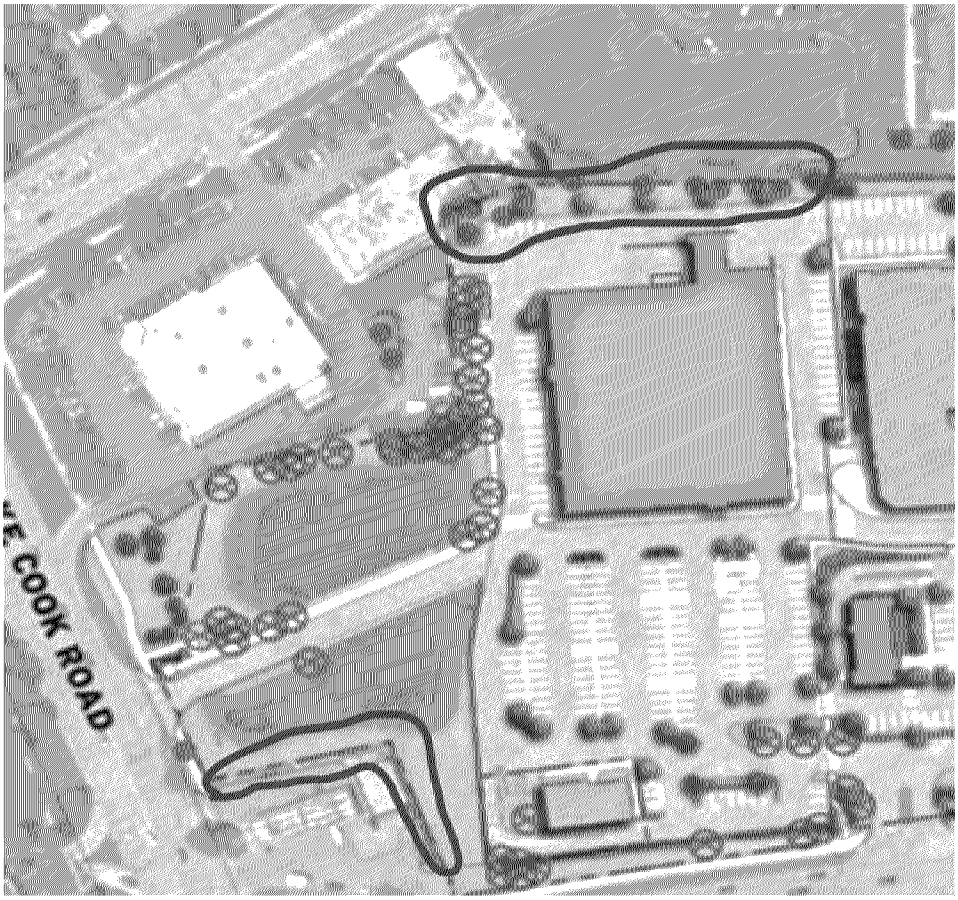
FROM: Thomas Milas, Forestry and Grounds Manager

SUBJECT: Town Center Redevelopment/The Clove Landscape Plans

I have reviewed the landscape plans from both the Lakota Group and the Dickson Design Studio.

In my opinion there are no key or significant trees that currently exist. In a few of the locations that border existing properties it would be beneficial to remove more trees and replant for the future during this time of redevelopment. Some of the existing trees in these areas are not in good condition and or invasive species. Once the project is completed the responsibility of maintenance is the owner of the property. I believe this is a great opportunity to address future tree hazards by addressing the trees on the borders now during the project.

The Lakota Group Plan



The two sides of the Shell Station at the corner of Rt 83 and Lake Cook Rd have an existing tree line full of less desirable species that currently are not maintained and hold debris from the immediate area. These trees, if left, will also make future naturalization around the retention pond more difficult with this immediate invasive seed presence. There are currently many volunteer trees growing along the pond in this location.

The trees along the southeast corner backing up to the shopping plaza north of Walgreens should also be removed and replanted with trees that can be easily maintained for years to come. There are trees near the corner of the plaza in bad existing condition. Last year, one of the trees in this area fell on that property.

I approve of the trees and plant material selected for replacement in this landscape plan. The diversity provided will create a showcase for years to come at this location.

The Dickson Design Studio Plan

I approve of the removals planned at this location. I do not approve of the planting list as provided. The two Maple species selected and the Honey Locust on the plant list for replanting in this location should be changed before approval. The current populations of these species in within the Village are above 20% in both the Maple and Honey Locust genus.

Suggested alternative species:

- Kentucky Coffeetree
- Baldcypress
- Dawn Redwood
- Ohio Buckeye
- Horse Chestnut
- Yellowood

Overall, I think the landscape plan provided incorporates the plant material and existing trees very well. This will be an immediate improvement at this location once finished.

Attachment: Plan Set 5.13.22 (Consider Approval - Amend to PD, SU, Plat of Sub, Prelim & Final Dev Plan, SU and Var at Town Center)

Nicole Woods

From: Marilyn Weisberg <marweisberg@gmail.com>
Sent: Sunday, January 23, 2022 11:08 PM
To: Nicole Woods
Subject: Fwd: Design of new Buffalo Grove Town Center

Hi Nicole, I would appreciate you forwarding this to the other members of the PZC. Thank you, Marilyn Weisberg

---------- Forwarded message ---------
From: **Marilyn Weisberg** <marweisberg@gmail.com>
Date: Tue, Jan 4, 2022 at 9:01 PM
Subject: Design of new Buffalo Grove Town Center
To: <john@kensingtondev.com>, <jwells@urbanstreetgroup.com>, <dan@kensingtondev.com>, <jrjohnson@vbg.org>, <franksof@comcast.net>, <zkhan3@hotmail.com>, <cstilling@vbg.org>, <nwoods@vbg.org>
Cc: <bsussman@vbg.org>

I attended the Planning and Zoning Commission (PZC) meeting on 12.15.21 and made a few comments at the end of the meeting about the Town Center (TC) redevelopment. I am writing to document my comments and send along some related photos.

My comments pertain to a current style in many new retail and housing developments that is urban and industrial with square and rectangular walls (no curves, no embellishments) dark, somber or odd colors, and black iron balconies. The look, to me, is institutional and depressing--- and it seems to be popping up everywhere. I am hoping that the design of the BG Town Center will NOT have this dark, industrial, institutional, and in some instances "prison-like" appearance, particularly, the apartments. Sadly, I see this style in the initial renderings for the BG Town Center.

I'm attaching photos to show this unattractive, industrial style. These photos are from the Wheeling Town Center; the new apartments near the Regal Theater on Aptakisic, where the walls are not dark, but oddly red and green; and the Tapestry apartments next to the Marianos on Willow at 294. In some instances, the sides of apartments have a stark wall and black wrought iron balconies--they are quite bare, like a forgotten side.

People will be walking into the BG Town Center from residential areas to the north, south, and west. They will be driving in from the east and west, so I hope the sides of the buildings facing all entry points will be as attractive as the "front" or east side facing 83.

That said, I am very excited about the new Town Center and kudos to everyone who helped make this happen. I hope you will take my comments into consideration as you move forward with the redevelopment plans. Thank you, Marilyn

Photos:

Attachment: Plan Set 5.13.22 (Consider Approval - Amend to PD, SU, Plat of Sub, Prelim & Final Dev Plan, SU and Var at Town Center)

847.520.8374 / LIVEATOWNE.COM

Marilyn
Marilyn Weisberg

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Marilyn
Marilyn Weisberg
www.MarilynsCanvas.com

Attachment: Plan Set 5.13.22 (Consider Approval - Amend to PD, SU, Plat of Sub, Prelim & Final Dev Plan, SU and Var at Town Center)

Village of Buffalo Grove Municipal Code

Title 17. Zoning - Chapter 17.44 Business District

17.44.060 B-5 town center planned district.

A. The regulations set forth in this section are the district regulations of the B-5 town center planned district.

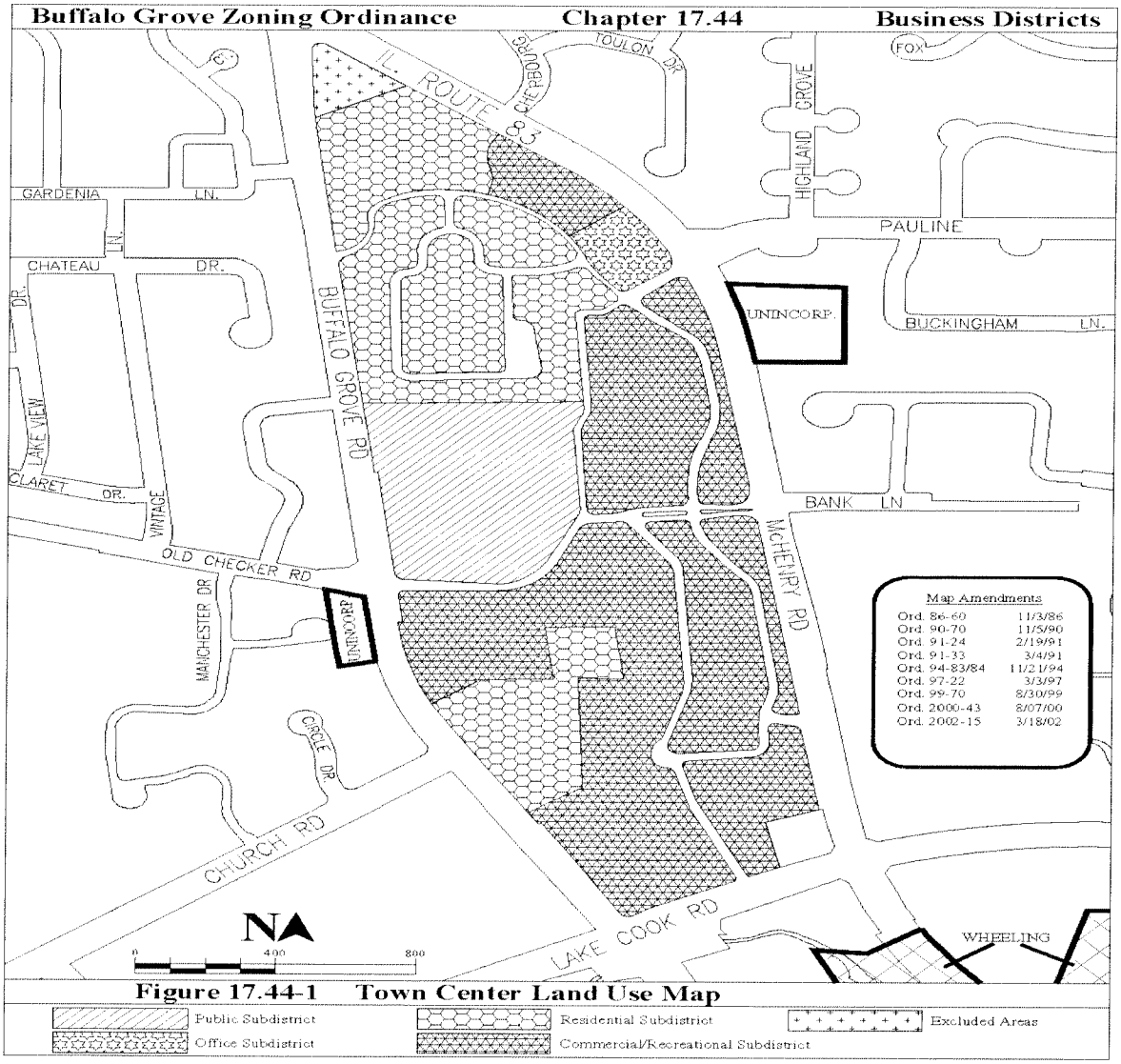
B. Purpose. The B-5 town center planned district is intended to provide for the development of a pedestrian oriented central district. The district shall be defined as the area bounded by Lake-Cook Road on the south, IL Route 83 on the east, and Buffalo Grove Road on the west, but not including Lot 1 of the Town Center Subdivision and that part of the southwest quarter of the northwest quarter of Section 33, Township 43 North, Range 11 East of the Third Principal Meridian, described as follows:

The East line of Buffalo Grove Road is considered as "DUE NORTH" for the following courses. Beginning at the intersection of the said east line of Buffalo Grove Road, being forty feet east of the centerline thereof and the southwesterly curved line of IL Route 83, being forty feet southwesterly of the centerline thereof; thence southeasterly along said southwesterly curved line of IL Route 83 convex to the southwest and having a radius of 2,904.93 feet, a distance of 60.98 feet to a point of reverse curve equals the point of beginning of this tract of land; (the radius of the reverse curve being 25 feet and is tangent to the aforesaid east line of Buffalo Grove Road): thence continuing southeasterly along the southwesterly curved line of said IL Route 83 of said radius of 2,904.93 feet, a distance of 129.85 feet; thence south 47° 37′ East, tangent to said curve, 174.17 feet to a point, thence South 71° 18′ 40″ West, 280.0 feet to a point in the aforesaid East line of Buffalo Grove Road; thence due north on said line, 279.07 feet to the point of curve of the aforesaid curve of radius of 25 feet; thence northeasterly on said curve, convex to the north, a distance of 58.88 feet to the point of beginning; in Lake County, Illinois, containing one acre.

The junction of IL Route 83 and Buffalo Grove Road defines its location on the north.

C. Establishment of Land Uses Within the Town Center. In order to classify, regulate and restrict the location of uses and the location of buildings designated for specific uses, to regulate and limit the height and bulk of buildings hereafter erected, to regulate and limit by the intensity of the use of the lot area, and to regulate and to establish public roadways, walkways and other amenities such as yards, courts and other open spaces within the surroundings of such buildings, the Town Center is hereby divided into the following subdistricts listed hereinafter and indicated on the Town Center Land Use Map. (See Figure 17.44-1)

Attachment: Plan Set 5.13.22 (Consider Approval - Amend to PD, SU, Plat of Sub, Prelim & Final Dev Plan, SU and Var at Town Center)



1. Permitted Uses.

a. Residential.

Botanical gardens.

Bus shelters.

Multiple family dwellings.

Nursing homes.

Parks and playgrounds.

b. Commercial/Recreational.

Antique shops.

Art and school supply stores.

Attachment: Plan Set 5.13.22 (Consider Approval - Amend to PD, SU, Plat of Sub, Prelim & Final Dev Plan, SU and Var at Town Center)

Art gallery.

Auditoriums.

Bakeries and confectionaries, retail.

Banks, not drive-in.

Barber and beauty schools.

Barber shops.

Beauty parlors.

Bicycle and accessories sales and service store.

Book stores.

Botanical gardens.

Bowling alleys.

Bus shelters.

Camera and photographic supply stores.

Child care centers.

China, glassware and metalware stores.

Clothing stores.

Coin and stamp stores.

Community and recreation centers.

Delicatessens.

Department stores.

Dinner theaters.

Dry goods stores.

Electrical appliance shops.

Floor covering stores.

Florist and plant shops, retail.

Furniture stores.

Furriers and fur apparel stores.

Gift, novelty and souvenir stores.

Hardware stores.

Health clubs - under 10,000 square feet of total floor space.

Hobby shops.

Home decorating.

Hotel and motel.

Jewelry stores.

Attachment: Plan Set 5.13.22 (Consider Approval - Amend to PD, SU, Plat of Sub, Prelim & Final Dev Plan, SU and Var at Town Center)

Kitchen and bath cabinet showrooms.

Leather shops.

Luggage and suitcase stores.

Medical appliances and supply stores.

Movie and drama theaters.

Parks and playgrounds.

Museums.

Musical instrument stores.

Newspaper and magazine stands.

Nonacademic schools, classes and instruction

Office supply stores.

Optical goods stores.

Outdoor restaurants.

Outdoor theaters, festival drama, excluding movies.

Paint and wall covering stores.

Personal wireless communications facilities and cellular telephone facilities, including antennas, for use with radio and/or other transmitting and receiving equipment, on public property, quasi-public property and property owned by a public utility when located within a building or on the exterior of a building, provided that any structure or equipment mounted on a building shall be not more than fifteen feet higher than the roof of the building or extend more than fifteen feet from the sides of a building. The building-mounted facilities are subject to the provisions of the Village Appearance Plan.

Pet shops.

Pharmacies.

Photographic studies.

Record shops.

Rectory.

Restaurants, with/without dancing and entertainment.

Roller and ice skating rinks.

Savings and loan institutions, not drive-in.

Shoe repair shops.

Shoe stores.

Specialty shops.

Sporting goods stores.

Stationery stores.

Tailoring and dressmaking stores.

Tennis, racquetball, handball, swimming and other private recreational clubs.

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Tobacco shops.

Tool and appliance retail centers.

Toy stores.

Travel bureaus.

c. Office.

Banks, savings and loans, financial institutions (exclusive of drive-in facilities).

Botanical gardens.

Bus shelters.

Business offices.

Medical offices, clinics and laboratories.

Professional offices.

Parks and playgrounds.

d. Public.

Botanical gardens.

Bus shelters.

Churches, synagogues and temples.

Community and recreation centers.

Libraries.

Parks and playgrounds.

Postal facilities.

Public offices.

e. Special Uses. The following uses are allowed subject to the procedure set forth in Chapter 17.28.

1. Mixed occupancies: residential/commercial; residential/office; residential/commercial/office; commercial/office.
2. Auxiliary drive-in banking, savings and loan and financial establishments in commercial and office sub-districts.
3. Public utility facilities.
4. Wind energy conversion systems.
5. Bakery operations including production, wholesale and storage uses and drive-through service window facilities in the Commercial/Recreational sub-district.
6. Funeral homes in the Commercial/Recreational sub-district.
7. Liquor stores in the commercial/recreational sub-district.
8. Drive-through facilities for retail uses, including restaurant drive-through facilities for window service of prepared and packaged foods, in the commercial/recreational sub-district.
9. Supermarkets and food stores in the commercial/recreational sub-district.

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10. Drive-through facilities for retail pharmacies for the drop-off of prescription orders and pick-up of prescription medications and over-the-counter medical items in commercial/recreational sub-district.

11. Family entertainment center, in the commercial/recreational sub-district, subject to the following conditions:

Security management: The facility, including adjacent outdoor areas, shall be managed to maintain the safety of customers and to avoid the creation of nuisances affecting adjacent properties and businesses. The Village shall be notified prior to the staging of dance parties and similar activities and special events, and specific provisions to properly manage said events and activities shall be included in the security plan.

The Local Liquor Control Commissioner shall be provided with the protocol(s) to be implemented regarding the sale and consumption of alcoholic beverages within area(s) identified or set aside for dance parties and similar activities and special events. Protocol(s) shall be subject to the Local Liquor Control Commissioner's approval.

A security plan (including, but not by way of limitation, adult security personnel), subject to approval by the Village is required prior to issuance of a certificate of occupancy. The Village may, in its discretion, from time to time review the security plan and require appropriate changes. Failure to make required changes or failure to implement such changes to the approved security plan may result in the revocation of the business license.

12. Churches, synagogues and other places of public worship in the commercial/recreational sub-district provided that the special use is limited to the second floor area of the building.

13. Health clubs - over 10,000 square feet of total floor space.

f. Similar and Compatible Uses. Other retail or service uses not specifically permitted herein may be allowed if said uses are determined by the Village Zoning Administrator to be similar to and compatible with the established uses in the B-5 District.

D. Bulk Requirements.

1. Any development in the district shall comply with the following minimum requirements and standards in addition to all applicable Village ordinances:

a. The development plan shall be laid out and developed as a unit in accordance with an integrated overall design. The location and arrangement of buildings, parking areas, walks, lighting and appurtenant facilities shall be adjusted to the surrounding land uses and any part not used for buildings, other structures, parking and loading areas, or access-ways shall be landscaped with grass, trees, shrubs, and pedestrian walks to create a character in total harmony with the Town Center concept.

b. District requirements:

District	Minimum Lot Area	Maximum Lot Coverage	Maximum Density	F.A.R.
Residential	5 acres	.35	30 DU/A	1.0
Commercial/ Recreational	10 acres	.40	N.A.	0.5
Office	5 acres	.35	N.A.	1.0
Public	5 acres	N.A.	N.A.	N.A.

c. Mixed or separate uses may be provided within a specific district as a special use within that district provided that the separate requirements of each use are adhered to in relation to the use served.

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d. Any lot zoned within the Village whether or not platted in a subdivision prior to the adoption of this Title, which does not meet the minimum lot area requirement as stipulated in this Title will not be subject to such requirement.

e. No merchandise, materials, or equipment shall be stored in any open area. The outside display and sale of liquefied petroleum gas, including propane containers, is permitted subject to the conditions and standards set forth in Section 17.44.020.D.5.

f. All off-street parking and loading areas shall be properly illuminated in accordance with sound planning and engineering practices. The type of luminaries, shielding, pole height and design, uniformity ratio and the entire lighting scheme shall be in accordance with the Criteria of Appearance contained in Section 17.44.060.E.4.

g. No principal building in a district other than residential shall exceed seventy-five feet in height; no principal building in a residential district shall exceed one hundred feet in height; no accessory building in any district shall exceed thirty feet in height.

h. The specifications for the width and surfacing of streets and highways, alleys, ways for public utilities, for curbs, gutters, driveways, sidewalks, street lights, public parks and playgrounds, school grounds, stormwater drainage, stormwater detention and/or retention facilities, water supply and distribution, sanitary sewers and sewage collection and treatment established by ordinance of the Village shall govern.

i. All primary light sources illuminating the buildings and the development shall be erected and maintained in accordance with acceptable engineering practices and shall be so placed, designed and used that neither the direct or reflected light therefrom will adversely affect surrounding property or create a traffic hazard. All primary lighting shall be provided in accordance with the Criteria of Appearance contained in Section 17.44.060.E.4.

j. No building or structure shall be erected or maintained within twenty-five feet of any residential boundary line or within thirty-five feet of the right-of-way of any arterial highway containing or anticipated to contain four or more paved traffic lanes and no roadway or parking area shall be erected or maintained within twenty feet of the right-of-way of any arterial highway, or two paved areas. The buffer area shall be sodded, planted and shrubbed.

k. A buffer strip not less than twenty-five feet wide shall be provided along any residential boundary line abutting or adjoining any boundary line of any commercial/recreational or office sub-district. Such buffer strip shall be sodded, planted and shrubbed in such a manner as to form a green area. This green area shall be bermed as defined in Section 17.44.060.E.3.

1. Public utility easements. Proposed location for easements necessary to the development of the property to be served as recommended by the respective public utility companies shall be indicated on the plat.

E. Criteria of Appearance.

1. Goals and objectives.

a. Excellence in design and planning, which may be achieved through appropriate innovation and imaginative concepts, will be encouraged. To accomplish this, the Criteria of Appearance has been developed for guidance to designers and planners of developments within the Town Center. The intent of this criteria is to produce a more logical and attractive use of one property that will be beneficial rather than detrimental to the surrounding area and the community.

b. The purpose of these criteria is to establish a checklist of those items which affect the physical and visual aspect of the Town Center environment. Pertinent to appearance is the design of the

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site, building and structures, planting, signs, street furniture and miscellaneous other objects which are observed by the public.

c. These criteria are not intended to restrict imagination, innovation or variety, but rather to assist in focusing on design principles which can result in creative solutions that will develop and promote a visual appearance conducive with the overall design concept of the Town Center.

2. Relationship of buildings to site and to adjoining areas.

a. The site shall be planned to accomplish a desirable transition with the streetscape, and to provide for functional and harmonious planting, integral pedestrian movement, unobtrusive parking areas and continuity of a total design concept.

b. Site planning in which setbacks and yards are in excess of zoning restrictions is encouraged.

c. Parking areas shall be treated with decorative elements, building wall extensions (screen walls), plantings, berms or other innovative means so as to largely screen parking areas from view from public ways.

d. The height and scale of each building shall be compatible with its site and adjoining buildings. Spacing between buildings and heights of buildings shall be of good transitional nature.

e. Newly installed utility services, and service revisions necessitated by exterior alterations, shall be constructed underground.

f. Attractive smooth landscape transition to adjoining properties shall be provided.

3. Landscape and site treatment. Landscape elements included in the following criteria consist of all forms of planting and vegetation, ground forms, rock groupings, water patterns, and all visible construction except buildings and utilitarian structures.

a. Where natural or existing topographic patterns contribute to the beauty and utility of a development, they shall be preserved, enhanced and developed. Modification to topography will only be permitted where it contributes to appearance or is necessitated by engineering considerations.

b. Grades and slopes of walks, parking spaces, terraces and other paved areas shall provide an inviting and comfortable physical environment for pedestrians as well as for proper drainage.

c. Landscape treatment shall be provided to enhance architectural features, strengthen vistas and important axis. Spectacular effects shall be reserved for special locations only.

d. Unity of design shall be achieved by repetition of certain plant varieties and other landscape materials, and by correlation with adjacent developments.

e. Plant material shall be selected for interest in its structure, texture, mass, scale, height and seasonal color. Plants should be indigenous to the area, hearty, harmonious to the design, of good appearance and shall be approved by the Village Forester and/or Landscape Architect.

f. In locations where plants will be susceptible to injury by pedestrian or motor traffic, they shall be protected by appropriate curbs, tree guards or other devices.

g. Parking areas and traffic ways shall be enhanced with landscaped spaces containing streets or tree groupings. Shrubs shall be used so as not to obscure vision at intersections. Parking areas in residential and office districts shall be screened from vehicular traffic ways and pedestrian ways by the introduction of earth berms. These berms shall be a minimum of three feet high with a maximum slope of three to one. Parking areas in commercial districts shall be screened from residential and office districts as indicated above.

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(i) All parking areas shall have internal landscaping to channelize and define logical areas for pedestrians and vehicular circulation and to provide areas for accumulation of snow.

(ii) Interior landscaping shall account for a minimum of seven percent of the parking area. All interior landscaping shall be protected from vehicular encroachment by curbing or similar means and should be raised above the grade of the parking spaces.

(iii) Space shall be provided for one tree for every forty feet of frontage or fraction thereof. Spacing of trees, however, shall not exceed sixty-five feet. Trees shall have a minimum height of six feet and a minimum diameter of two and one-half inches measured one foot above grade level.

h. In areas where general planting will not prosper, other materials such as fences, walls and pavings or wood, brick, stone, gravel and cobbles shall be used. Carefully selected plants shall be combined with such materials where possible.

i. Planting in rights-of-way shall be integrated into the overall landscape treatment. All right-of-way plantings shall be approved by the agency having jurisdiction over said right-of-way.

4. Lighting.

a. Exterior lighting, when used, shall enhance the building design and the adjoining landscape. Lighting standards and fixtures shall be of a design and size compatible with the building and adjacent areas. Lighting shall be restrained in design, and excessive brightness and brilliant colors avoided. Lighting levels shall be reduced to 0.2 foot candles between the hours of 11:00 p.m. and 7:00 a.m. where adjacent to residential districts.

b. Lighting of off-street parking areas is required. Lighting used to illuminate vehicular traffic ways shall be directed away from adjoining and adjacent property, streets and other public rights-of-way. All lighting units shall be of a full cut-off type, with a maximum pole height of thirty feet.

c. The illumination level for all off-street parking areas shall be a minimum average of one-foot-candle maintained to a maximum average of three-foot-candles maintained. A uniformity ratio of four to one, or better, between the average foot candle level and the minimum foot candle level is also required.

d. Pedestrian lighting shall be in accordance with the lighting levels established in Table II of the Illuminating Engineering Society's Standards for Roadway Lighting (hereby adopted by reference). Maximum pole height shall be twelve feet.

Luminaire, light source and pole design shall create a continuity and relationship to surroundings consistent with the intent of the Town Center. Poles and luminaires selected shall be vandal resistant.

e. Landscape or ground lighting shall be designed to harmonize with the overall landscape and lighting design. Fixtures used shall be vandal resistant and securely fastened to wiring system.

5. Building design.

a. Architectural style is restricted to structures of harmonious design. Evaluation of appearance of a project shall be based on quality of its design, creativity, innovation, continuity and relationship to surroundings consistent with the intent of the Town Center.

b. Harmony in material, texture, lines, colors and masses is required. Monotony shall be avoided. Variation of detail, form and siting shall be used to provide visual interest.

c. Materials shall be selected for suitability to the type of buildings and the design in which they are used.

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d. The design of all buildings and structures shall address itself to the consistent and thoughtful design development of all surfaces of the structure and volumetric relationships, to include, but not be limited to: general shape, form, materials, colors and appearance.

e. Mechanical equipment, antennas, towers and other utility hardware on the roof of buildings shall be screened from public view with materials harmonious with the building.

f. All ground located mechanical equipment, trash receptacles and storage areas, service yards, parking areas, loading docks and ramps, electrical cage enclosures, electrical equipment, telephone equipment, incinerators and similar equipment for the disposal of materials, storage tanks and other areas which tend to be unsightly shall be screened from view from access streets and adjacent properties and the subject property by means of a fence, berm, wall or dense, opaque landscape material.

g. Exterior building lighting and signage shall be part of the architectural concept. Fixtures, standards and all exposed accessories shall be harmonious with building design.

h. Inappropriate, incompatible, bizarre and exotic designs shall be avoided.

i. The design of all porches, balconies, patios and similar outside spaces shall be integral to the building design and not appear as appendages.

6. Miscellaneous structures and street furniture.

a. Miscellaneous structures include any structures, other than buildings, visible from any public way or ways. Street furniture includes all objects not commonly referred to as structures and located in streets and public ways and outside buildings including but not limited to benches, bollards, tree grates, kiosks, pavilions and directories.

b. Miscellaneous structures and street furniture located on private property shall be designed to be part of the architectural concept of design and landscape. Materials, scale, mass and colors shall be compatible to, and enhance the continuity and relationship to, surroundings consistent with the intent of the Town Center concept.

c. Miscellaneous structures and street furniture located in public ways and other public property shall be harmonious with design of adjacent buildings and other structures and Village landscape.

d. Lighting in connection with miscellaneous structures and street furniture shall meet the criteria applicable to site, landscape, buildings and signs.

7. Maintenance—Planning and design factors.

a. Continued good appearance depends upon the extent and quality of maintenance. The choice of materials and their use, together with the types of finishes and other protective measures, must be conducive to easy maintenance and upkeep.

b. Materials and finishes shall be selected for their durability and wear as well as for their beauty. Proper measures and devices shall be incorporated for protection against the elements, neglect, damage and abuse.

c. Provision for washing and cleaning of buildings and structures, and control of dirt and refuse, shall be included in the design. Such configurations that tend to catch and accumulate debris, leaves, trash, dirt and rubbish shall be avoided.

d. Through proper engineering and site grading, a parcel of land can be designed to prevent standing water. In order to insure against future accumulations of stagnant water, care should be exercised in the maintenance of all drainage elements including pavement, structures and earth berms.

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e. Through the careful selection of plant material for their heartiness and appropriateness as well as their beauty, planting areas can be maintained free of species of weeds or plant growth which are noxious or detrimental to the public health. This shall include not only planting areas within the property, but also those planting areas in the rights-of-way.

f. In order to maintain the design character of the Town Center during construction and until the entire area is developed, proper measures and devices must be incorporated into each developer's program to control, screen and dispose of all construction refuse associated with the construction process.

g. All landscaped areas shall be provided with an irrigation system or a readily available water supply with at least one outlet located within one hundred fifty feet of the plant material.

h. All plant material that is dead or damaged shall be replaced immediately. Plant material shall be replaced no later than thirty days after notification by the Village of a violation of this section when planting conditions permit, and in no event later than ninety days.

F. Development Procedures Within the Town Center.

1. Pre-application conference. Prior to filing a formal application the applicant comply with the following:

a. Applicant will contact and meet with the Village Manager, and appropriate planning and engineering staff, to identify land use objectives.

b. The applicant will meet with the Corporate Authorities.

2. The purpose of a pre-application conference is to provide advice and assistance to the applicant before presentation of the preliminary plan, so that the applicant may determine:

a. Whether the proposed project appears in general to be in compliance with the provisions of this Title.

b. Whether the proposed project will be in conformity with the land use policies and objectives of the Village, as expressed in the Town Center Land Use Map. (See Figure 17.44-1)

3. Application.

a. Following the pre-application conferences, application for approval of a planned unit development shall be filed with the Village Clerk in accordance with the provisions of this Title and prior to scheduling before the Corporate Authorities and Planning and Zoning Commission.

b. Submissions. An application must be accompanied by twenty copies of a preliminary plan and all related materials and an application fee.

4. Preliminary plan.

a. A preliminary plan is required of any applicant for approval of a planned unit development. The preliminary plan shall include, as a minimum, the following:

(i) An accurate topographic and boundary line map of the project area and a location map showing its relationship to surrounding properties within two hundred fifty feet in all directions of said property.

(ii) An accurate legal description of the entire area within the planned unit development.

(iii) The pattern of public and private roads, driveways and parking facilities and intended design standards.

(iv) The use, type, size, arrangement and location of lots or of proposed buildings or groups of buildings.

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(v) General description of proposed landscaping.

(vi) The location, design, height, type and level of illumination for all building and site lighting.

(vii) The location of sewer and water facilities.

(viii) Architectural drawings and sketches illustrating the design and character of proposed structures. This is to include the presentation of all materials and colors.

(ix) The location and size of recreational and open space areas and areas reserved for public uses such as schools, parks and open space to be owned and maintained by a property owners' association.

(x) Existing topography and storm drainage pattern and proposed storm drainage system showing basic topographic changes and proposed method of compliance with the Village's stormwater detention ordinances.

(xi) Statistical data for the project shall include:

Gross site area,

Net site area dedicated streets and rights-of-way,

Green net site areas and percentages,

Ground coverage areas and percentages,

Total building area,

Floor area ratio,

Parking ratios (with stall size and aisle indications and locations),

Loading berth requirements,

Building heights,

Water retention/detention plans and specifications,

Other similar data pertinent to a comprehensive evaluation of the proposed development.

(xii) A copy of the organizational structure related to property owners' association deed restrictions and provisions of services. The maintenance of common open space area and of provisions relating to future use of private property (additions, expansion, changes in use) shall be fully set forth in such documents.

(xiii) A statement of the applicant's plans with regard to the future selling or leasing of all or portions of the planned unit development, such as land areas and building sites.

(xiv) A development schedule indicating the approximate date when construction of the planned unit development or stages of the planned unit development can be expected to begin and be completed.

(xv) A traffic survey setting forth and analyzing the effects of the proposed planned unit development. Such survey shall not be limited to the effect on adjacent streets but shall extend to all of the surrounding areas affected and shall indicate the anticipated points of origin, the direction and volume of traffic flow to and from the planned unit development.

(xvi) Statement of the manner, if any, in which the planned unit development varies from the regulations of the Zoning Ordinance and an explanation of the reasons for such variations.

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(xvii) A tax impact report utilizing a Village approved formula.

(xviii) A market analysis, feasibility report and statement of proposed financing.

(xix) Site and surrounding environs photographs.

b. Upon petition from the applicant, the Planning and Zoning Commission may waive submission of any of the materials set forth above as required to be included within the preliminary plan except for the development schedule (xiv.) and the statement on variations (xvi.)

5. Planning and Zoning Commission Review (hereinafter called Commission).

a. Workshop Session.

(i) The Commission shall within thirty days of referral by the Corporate Authorities of a land use plan, schedule a workshop session for Commission and Village departmental review based on a full and complete application.

(ii) Within thirty days of the completion of the last workshop session, the Commission shall schedule a public hearing subject to the submission of all materials pursuant to Section 16.20.030.

b. Public Hearing. A public hearing shall be held as set forth in Chapter 17.64.

c. Recommendation of the Planning and Zoning Commission.

(i) Timing. Within thirty days after the close of the hearing, the Commission shall forward to the Corporate Authorities a copy of their written findings along with a recommendation.

(ii) Conditions. The Commission may include in the recommendation such stipulations or conditions as deemed necessary for the protection of the public interest.

(iii) Required Findings. A planned unit development shall not be recommended for approval unless the Commission shall find the following:

Effect on community—That the proposed planned unit development will not be significantly or materially detrimental to or endanger the public health, safety or general welfare of the community. This shall include consideration of the impact of the development upon physical development, tax base, and economic well-being of the Village; and

Effect on neighborhood—That the proposed planned unit development will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted nor will it diminish or impair property values within the neighborhood; and

Effect on development of surrounding property—That the proposed planned unit development will not impede the normal and orderly development and improvement of surrounding property; and

Adequacy of utilities and facilities—That the applicant has demonstrated that adequate sewer and water, access roads, drainage and other necessary facilities are present or will be provided; and

Adequacy of ingress and egress—That the applicant has demonstrated that adequate means of ingress and egress designed to handle the traffic contemplated are present or will be provided; and

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Conformity to regulations—That the proposed planned unit development meets all the regulations of this Title.

G. Corporate Authorities Action.

1. Public Hearing. A public hearing will be scheduled if necessary.

2. Corporate Authorities Decision.

a. The Corporate Authorities, after receipt of the Preliminary Plan and the recommendation of the Commission, shall approve, with such modifications as may be consented to by the applicant, or disapprove such preliminary plan.

b. An ordinance approving and establishing a planned unit development shall specify the zoning regulations and restrictions that will, pursuant to the development plan, apply to the planned unit development. Such ordinance shall also specify the conditions and restrictions that have been imposed by the Corporate Authorities on the planned unit development and the extent to which the otherwise applicable district regulations have been varied or modified. When the Planning and Zoning Commission has designated divisible geographic sections of the development that may be developed as a unit, the ordinance may authorize the Planning and Zoning Commission to modify the schedules of development.

3. Effect of Approval. Approval of a preliminary plan shall not constitute final approval. No building permit shall be issued for any structure until a development plan has been filed and approved.

4. Effect of Denial. No application for approval of a planned unit development which is denied by the Corporate Authorities for any reason shall be resubmitted in substantially the same form and/or content.

H. Development Plan.

1. Time Limit. A development plan shall be submitted to the Commission by the applicant not later than one year (or such additional time as may be authorized by motion of the Corporate Authorities), after approval of the preliminary plan.

2. Contents. The development plan shall contain in final form the information required in Section 16.20.060 of the Village Development Ordinance.

3. Procedure.

a. The development plan shall be approved pursuant to Sections 16.20.070 through 16.20.130 of the Village Development Ordinance.

b. Likewise, all documents, all covenants, easements, agreements and other documents affecting the planned development shall be recorded in the Office of the Recorder of Deeds of the county in which the planned unit development is located.

c. From time to time the applicant may make minor changes in the preliminary plans submitted herein, but any such changes shall be made only with the approval of the Zoning Administrator or, upon his or her denial thereof, with the approval of the Corporate Authorities.

(Ord. 2006-13 § 2, 2006; Ord. 2004-100 § 22, 2004; Ord. 2002-27 § 2, 2002)

(Ord. No. 2010-9, § 2, 2-22-2010; Ord. No. 2013-8, § 3, 2-4-2013; Ord. No. 2013-34, § 1, 6-17-2013; Ord. No. 2014-39, § 1, 5-19-2014; Ord. No. 2014-43, §§ 32—35, 6-16-2014; Ord. No. 2016-008, § 3, 2-22-2016)

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MINUTES OF THE REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION OF THE VILLAGE OF BUFFALO GROVE HELD IN THE COUNCIL CHAMBERS, 50 RAUPP BOULEVARD, BUFFALO GROVE, ILLINOIS ON WEDNESDAY, APRIL 6, 2022

Call to Order

The meeting was called to order at 7:30 PM by Chairman Frank Cesario

Public Hearings/Items For Consideration

1. Consider Approval for Rezoning, Preliminary Plan, and a Plat of Subdivision 22371 & 22405 N Prairie (Trustee Pike) (Staff Contact: Nicole Woods)

Community Development Director Ms. Woods provided a brief background on 22371 & 22405 N. Prairie. No variations. Staff is in support of the proposal.

Mr. Goodman provided background on Huron group and Avalon Crossing subdivision, which they plan to develop and, in the process, demolish 2 homes and build 6. The first request is to annex the property for R4 residential use, noting no variations are being requested.

Com. Moodhe ask if the homes there are on similar lots.

Mr. Goodman said yes, and they are lined up with the existing homes.

Chairperson Cesario commented on the road and how the extension of the road will be a nice addition to make it look complete.

Com. Weinstein asked the petitioner if they have seen the staff recommendation and are good with the conditions.

Mr. Goodman said yes.

Com. Richards asked about future variations over time once residents move into the homes.

Mr. Goodman reference packet page 36, noting there is at least a 40 foot setback and about 50 to 60 feet to the street.

Com. Moodhe asked if the extension of Avalon Drive would be a village street or private street.

Mr. Goodman said it will be a Village owned street. They only have to connect homes to sewer hookup, and they will be paying the recapture fee.

Com. Moodhe asked staff if the extension of the street will make it easier for plowing.

Mr. Sianis, Village Engineering, said everything will be much easier for plowing.

Com. Worlikar asked about the fence 4 foot that is existing.

Mr. Goodman said it had been approved by the county. They will be removing existing sidewalk and add sidewalk to make it continuous, make it conform to what is already existing.

Chairperson Cesario entered the Staff Report as exhibit one.

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Mr. Rosenberg, Buffalo Grove Resident, said there is not enough room for 6 homes. He also asked about the wires that are not buried. Additionally, he asked when construction will start and what it will do to the property value.

Mr. Goodman said it will begin in May. They are putting in storm sewer to collect sump pump water. He noted that the electrical lines are not in their property, but part of the County. He said the new homes will not impact the existing homes in a negative way in terms of property value. Additionally, he mentioned all houses are the same size and have the same lot sizes as the existing homes.

Com. Weinstein made a motion to approval of the rezoning to the R-4 One-Family Dwelling District, a Preliminary Plan, and a Plat of Subdivision, subject to the conditions outlined in the staff report.

Com. Richards seconded the motion.

Chairperson spoke in favor of the motion.

Com. Moodhe spoke in favor of the motion.

RESULT:	**RECOMMENDATION TO APPROVE [UNANIMOUS]**
	Next: 4/18/2022 7:30 PM
AYES:	Moodhe, Spunt, Cesario, Weinstein, Au, Richards, Worlikar
ABSENT:	Zill Khan
EXCUSED:	Stephen Goldspiel

2. Consider Approval - Amend to PD, SU, Plat of Sub, Prelim & Final Dev Plan, SU and Var. at Town Center (Trustee Johnson) (Staff Contact: Nicole Woods)

Director Community Development Director Ms. Woods provided a brief background on the development.

Mr. Schoditsch, Kensington Development, spoke about the development and the work they have done with staff to get the project moving. He went through the history of Kensington and their standing in the area. He touched on their partnership with Urban Street. He explained the overall vision of The Clove and the planned project to create a one-of-a-kind, eye catching retail mixed use center, which will create interest and compliment the surrounding developments. The Central Park in the middle of The Clove will activate the development with the lush landscape and outdoor dining, as well as making it walkable. The vision is in line with the community's vision. He talked about the parcels that are not being bought, but explained they are well positioned to purchase if they were to be sold. Additionally, he talked about the two phases and the purpose of the two phases as a big picture, noting the existing tenants will find their home in Phase 2, while work is done on Phase 1. Lastly, he went through the site plan from south to north.

Calloway discussed, on a high level, the traffic and parking plan. He discussed the uniqueness of the development and its access points. He believes the mixed use and the access, the signalized intersections, provide adequate access to the site. The improvements made to Lake Cook also helps with the traffic the site may generate.

Mr. Clark provided background on the landscape plan and the importance of the central green and how it creates a sense of place within the site as well as the community. He talked about programmed events that will breathe life into the site. He showed in the PowerPoint the difference in the green space that will be added to the site. Lastly,

touched on the pedestrian connectivity that they have created to rid of conflict points between people and cars.

Mr. Brown provided a brief overview of the overall utility plan. He noted the site is flat and drains north to south, discussing the storm and drainage storm water will be much the same. The overflow route will bring it all to the existing detention basin. He went over the pervious and impervious changes, which creates less runoff, a benefit to the site and the infrastructure. In closing he noted they will have to maintain and make small enhance to the pond, but the pound will be able to support the site.

Mr. Schoditsch went over the signage plan, which will go at each access points and eplained why the signage is important to the site. He explained the anchors will need to be larger signs, but also wants the smaller tenants to have proper signage to be successful. Larger one on lake cook rd. will be a modernized electronic sign.

Mr. Ludwig provided background on Building signage, architecture, and exterior design.

Mr. Warlak talked about Guzman Y Gomez, an Australian restaurant. Noting it has been a successful store in Naperville. It is a fast casual, colorful, and nice outdoor dining establishment that uses fresh ingredients with a clean environment.

Mr. Wisem added more about the building colors and elevation of Guzman Y Gomez, reviewing the square footage and outdoor dinning space. He talked about the drive-up art graphics that wrap the towers, noting each restaurant has unique art work inside.

Mr. Rea provided additional overview of the out lot building architecture.

Mr. Burk, Urban Street, provided background on the Urban Street group. He spoke about the rental housing market and the amenities of the mixed-use residential space. The area is what the market is demand. Thanked the commission for their commitment to the project.

Mr. Morkron went through the details of the development of Urban Street. Reviewed the 7-story structure and the frontage retail that will be there on the first floor, promoting interconnectivity. There will be a surplus of parking in the garage and has parking on each side as well. Retail spaces will have their own trash and be separated that from the residents. He reviewed the proposed exterior material and the next generation of apartment amenities.

Ms. Dixon reviewed the plan for the clubhouse space which includes, couches, chairs, dinning and outdoor cooking lounge area. She reviewed screening for the four seasons and talked about snow storage and snow removal. Additionally, she talked about the fenced dog park secured for resident use.

Com. Moodhe asked where they came up with the name for the development.

Mr. Schoditsch their marketing department was going for a name with a rich, warm, spice of life feels.

Com. Moodhe asked about Brookfield, WI development as it relates to Buffalo Groves demographics.

Mr. Schoditsch said no, the demographic is closer to Oak Brook. Buffalo Grove is more residental than re

Com. Moodhe asked about the management company and if it was going to be contracted out.

Mr. Schoditsch said Ion properties is the management company, noting they have a good relationship with them.

Com. Moodhe asked if they will be looking at it in a similar light as the developers.

Mr. Schoditsch talked about the leasing plan, that the management company understands the overall feel of high end will be throughout.

Com. Moodhe asked about sidewalk width throughout the development.

Mr. Rea said they have a mixture of sidewalk width, with a minimum of 5 foot to upwards of 10 foot as it gets closer to the park.

Com. Moodhe asked if we are reducing retail square footage due to the parking garage and on the southeast side.

Mr. Rea said they are decreasing overall retail square footage relative to what is currently there.

Com. Moodhe asked staff if an impact study was done on sales tax as it relates to the new development and the loss of retail square footage.

Community Development Director Ms. Woods reviewed the Lake Cook Corridor Economic Development Plan for the site. Noting the Village is confident the retail dollars will exceed what is currently coming in, especially with the grocer and well established restaurants that are not there currently.

Deputy Village Manager, Mr. Stilling provided additional comments on the poor design of the current space.

Com. Moodhe commented that he wants to make sure we are not building town center all over again with residents in it.

Mr. Schoditsch said they put a lot of thought into the development. He noted the key elements that will make this development successful.

Com. Moodhe asked about parking first floor of garage for retail.

Mr. Schoditsch said the first floor of the parking garage is all for the residents, with 40 to 60 for retail tenants.

Com. Moodhe asking if they were looking at passive/hanging greenery on the parking structure.

Mr. Schoditsch said no.

Com. Moodhe said he would like to see something there because it is so large.

Com. Moodhe asked the Village attorney asked if they are restricted to the variances listed in the packet.

Mr. Brankin, Village Attorney, said that is what is before. He told the Commission to keep in mind what is before them is an amendment baked into the approved PUD.

Com. Worlikar asked about the parking, specifically how much of that space will be utilized/designation of spaces.

Mr. Rea talked about the designation of parking spots.

Com. Worlikar asked about the landscape and what the Village forester has said.

Ms. Woods said the forester has reviewed the plan and has made some suggestions to the plan and will work with the developer on the landscape plan.

Com. Worlikar asked about the delivery areas and emergency areas.

Mr. Rea talked about the service areas and the truck study that has been conducted with the Village, which has met all requirements.

Mr. Stilling provided additional information on the truck study and the additional access points in terms of safety plan.

Com. Worliker asked if any of the amenities would be open to the public that are part of the residential development.

Mr. Rea said the amenities that are part of the residential development are for those who live there. Additionally, he talked about the other amenities such as benches, sidewalks, and the programed park plans will be open to the community.

Mr. Stilling noted the Village will take control over the park and partner with the developer to create a program plan to active it on a regular basis.

Mr. Rea noted the outdoor dining is also available for non-residents of the development.

Com. Richards asked about the current tenants that are still in the current dwelling.

Ms. Shandish spoke about the phase 2 building and the investment that will be made for the tenants to be there, ensuring it is functional and safe.

Com. Richards asked about repair on old checker.

Mr. Rea talked about the repairs that will be done.

Com. Richards asked if they are going to be making improvements to the right aways. Asking if anything will be touched to the roads that have been recently redone.

Mr. Rea said they will not be making any improvements to the road improvements that have already been completed.

Com. Spunt about if parking spots will be assigned and there were gates to access the garage.

Mr. Rea said yes, they will have assigned parking spots for tenants and there will be gate access.

Com. Spunt asked about the pool at the residential development.

Ms. Dixon said there is no whirlpool.

Com. Spunt asked about public restrooms throughout the site.

Mr. Rea said no.

Com. Spunt referenced page 41. He asked if there would be a sun glare off of the windows.

Mr. Shandish said there is a lot in the way and would not cause any glare to drivers.

Com. Spunt reference page 11. He said he is concerned with the main attraction and the access to the grocer.

Mr. Schoditsch commented on the importance of the grocer and noted that the access points are more than sufficient.

Com. Au asked about the parking structure and what will happen during peak times, such as issues when everyone is trying to leave the building.

Mr. Calloway said there is plenty of room to move around and make their way to the different access points.

Com Au asked if there was a lighting plan for the Central Park.

Mr. Stilling said there will be surrounding lighting, however, right now there is no lighting plan for the park. There is now time to create a plan for the park.

Mr. Schoditsch will bring proper infrastructure to the site to allow for lighting in the future.

Com. Weinstein commented on the traffic study.

Mr. Calloway said it will generate traffic, but it will not overwhelm the area because of the unique access points that are there. Additionally. the improvements of Lake Cook Rd also provided a lot of reserved capacity for traffic.

Com. Weinstein asked about the total number of restaurants.

Mr. Schoditsch said 6 or 7.

Com. Weinstein asked if they could say what tenants are staying with the new development.

Mr. Schoditsch said no.

Com. Weinstein asked about full service vs. fast casual.

Mr. Schoditsch talked about the restaurant plans.

Com. Weinstein asked about drive-up windows.

Mr. Schoditsch said there are two planned in phase one, and they could be a pickup window or drive up.

Com. Weinstein commented on drive throughs.

Mr. Stilling commented on drive throughs and the authority Kensington has on Boston Market, and what they have the potential to add as it relates to sit down restaurants.

Mr. Schoditsch said they purposely left the pad with the Boston Market so they could add a full-service restaurant if it become available.

Ms. Woods touched on walkability and the appropriate out lots.

Com. Weinstein believes excitement will build when the names begin to be announced.

Chairperson Cesario reference packet page 55. He asked if they are aware and comfortable with the requirements.

Mr. Schoditsch said yes, they are.

Chairperson Cesario asked about wall signs. Relative to the number of signs currently there, would there be a significant change.

Mr. Rea said he is not sure how many are there are at the current development.

Chairperson Cesario asked about the B4 Zoning

Mr. Stilling provided additional detail.

Com. Moodhe asked about seating area by the grocer that was in their previous plan.

Mr. Rea said it was removed due to the slope that is there, which does not support a seating area.

Com. Moodhe asked when phase 2 is down, will there be more variances.

Mr. Stilling yes there may be some additional amendments throughout the process if there are variances, which allows for flexibility in the future.

Chairperson Cesario entered the Village Staff Report as exhibit one and the email received as exhibit two.

Evelyn Crawford, 544 Cherbourg Ct. expressed their concerns for the retailers and the lack of community outreach the Village has done. They do not like Lake Cook Road and is concerned about additional traffic. Said they are not a fan of the 7-story building.

Ford Culbertson, 201 N. Buffalo Grove Road, asked about old checker road and the condition. Are the developers going to maintain the road? Poor lighting is also a concern. During construction is that road going to be closed. Worried about the grocer that will compete with the bakery. Thinks it will bring business and will grow the community. Appreciates what the Village is doing to try an improve the area and hopes it works.

Rich Kane, 125 N. Buffalo Grove Road, Condo board of Turnberry. Spoke about the residents that live there. Asked about the hours of construction, cleanliness of the site and how they can continue to live with the construction. He asked that the developers to communicate with Turnberry. Lastly asked about security for the building and dog park hours.

Dolly Granszowaiz, 125 N. Buffalo Grove Road, Turnberry resident. Asked how far the building is going to butt up to their property. She wants to know if she can they still use the back entrance and how the walkways work. In closing said she is all for something new and is excited for the change.

Mr. Perez, 125 N. Buffalo Grove Road, Turnberry resident. Wants to know the impact of the building.

Mr. Peock, owner of the auto repair shop on Buffalo Grove Road, asked about the impact the development will have on his existing sewer concerns. He expressed his concerns over how close the sidewalk is to 83 due to the reckless drivers on 83. Overall, the development is exciting.

A current tenet of Buffalo Grove Town Center spoke in favor of the development, explained how excited she is for what is going to happen. She commented on how well the developers have communicated with her and thank the team.

Chairperson Cesario read the email received by the Village from Greg Merrit, resident of Buffalo Grove.

Mr. Schoditsch said they will talk to the president of Turnberry

Mr. Sianis said there will be a maintenance review of access to the development as it is under construction and will communicate that with the public.

Attachment: 4.6.22 PZC Minutes (Consider Approval - Amend to PD, SU, Plat of Sub, Prelim & Final Dev Plan, SU and Var at Town Center)

Ms. Woods said they will maintain accessibility.

Com. Moodhe asked if the Village has an ordinance for construction hour.

Mr. Sianis said yes, they are 7am to 5pm. Noting the Village does strongly enforce the ordinance.

Chairperson Cesario closed the public hearing at 10:13 PM.

Com. Weinstein made a motion to grant approval for an amendment to Planned Development Ordinance No. 86-61, as amended, requesting approval for a special use for mixed use Planned Unit Development and approval of a Final Plat of Subdivision and Preliminary and Final Development Plan approval with Special Uses and Variations for a proposed plan for a 20-acre mixed-use redevelopment center with grocery store, retail, restaurants, and multi-family residential at the Buffalo Grove Town Center.

Com. Moodhe seconded the motion

Chairperson talked about the engagement process that took place for the plan. Spoke in favor of the development.

Com. Worlikar spoke in favor of the development and the engagement process that has been done.

Com. Moodhe spoke in favor of the development.

Com. Spunt spoke in favor of the development.

Com. Weinstein spoke in favor of the development and how it is a start of the big picture.

RESULT:	**RECOMMENDATION TO APPROVE [UNANIMOUS]**
	Next: 4/18/2022 7:30 PM
AYES:	Moodhe, Spunt, Cesario, Weinstein, Au, Richards, Worlikar
ABSENT:	Zill Khan
EXCUSED:	Stephen Goldspiel

Regular Meeting

Other Matters for Discussion

Approval of Minutes

1. Planning and Zoning Commission - Regular Meeting - Mar 16, 2022 7:30 PM

RESULT:	**ACCEPTED [UNANIMOUS]**
AYES:	Moodhe, Spunt, Cesario, Weinstein, Au, Richards, Worlikar
ABSENT:	Zill Khan
EXCUSED:	Stephen Goldspiel

Chairman's Report

Committee and Liaison Reports

Com. Weinstein provided Com. Khans notes on the last Board meeting he attended.

Attachment: 4.6.22 PZC Minutes (Consider Approval - Amend to PD, SU, Plat of Sub, Prelim & Final Dev Plan, SU and Var at Town Center)

Staff Report/Future Agenda Schedule

Ms. Woods provided details on upcoming agenda items.

Public Comments and Questions

Adjournment

The meeting was adjourned at 10:22 PM

_____

Chris Stilling

APPROVED BY ME THIS 6th DAY OF April, 2022

Attachment: 4.6.22 PZC Minutes (Consider Approval - Amend to PD, SU, Plat of Sub, Prelim & Final Dev Plan, SU and Var at Town Center)

Information Item : Workshop - Proposed Retail Building at 41 S McHenry

Recommendation of Action

Both staff and the Developer are seeking the PZC's thoughts and comments concerning the plan.

In 2019, the Village Board approved an amendment to the existing Northwest Community Hospital (NCH) site for a new 4-story 70,000 square foot medical office building and outlot. Initally, it was anticipated that the outlot would be a 5,000 square foot quick service restaurant with drive-through. Staff has been working with GW Properties, which has the property under contract. GW has submitted a plan which shows a 10,000 square foot multi-tenant building. GW is finalizing their plans on the property and is seeking comments from the Planning & Zoning Commission.

ATTACHMENTS:

- Staff Report (DOCX)
- Plan Set (PDF)

Trustee Liaison
Pike

Staff Contact
Nicole Woods, Community Development

Wednesday, May 18, 2022	

VILLAGE OF
BUFFALO GROVE

MEMORANDUM

DATE: May 25, 2022

TO: Planning & Zoning Commission

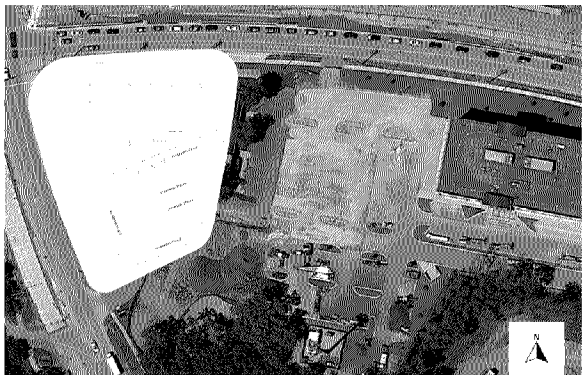
FROM: Nicole Woods, Community Development Director

SUBJECT: **Workshop** - Proposed 10,000 Square Feet Retail Building at 41 S McHenry

BACKGROUND

In 2019, the Village Board approved an amendment to the existing Northwest Community Hospital (NCH) site for a new 4-story 70,000 square foot medical office building and outlot. Initally, the project anticipated the outlot would be a 5,000 square foot quick service restaurant with drive-through. Staff has been working with GW Properties, which has the property under contract. GW has submitted a plan which shows a 10,000 square foot multi-tenant building. GW is finalizing their plans on the property and is seeking comments from the Planning & Zoning Commission.

On April 18, 2022, the developer presented an overview of the concept plan to the Village Board. Overall, the Trustees were supportive of the development. The Developer is finalizing their plans and is seeking comments from the PZC.



PROPOSED PLAN

GW is seeking to construct a 10,000 square foot multi-tenant building on the property with 55 parking spaces. Based on the preliminary plan provided, the building would meet at zoning requirements in terms of parking and setbacks. They have indicated that they have 2 tenants seeking to occupy the entire space. The first tenant is a new specialty grocer/prepared food concept called Wild Fork. This store specializes in frozen meats, seafood and prepared foods. They would occupy approximately 4,000 square feet. The other tenant would be a small veterinary clinic call Veterinary Emergency Group. Currently, veterinary clinics are not specificed as a permitted or special use in the B3 zonign district. However, given that the site is a Planned Development, the request can be include din the amendment. The grocer component is permitted. Overall, staff believes the proposed plan is an improvement to the Lake Cook corridor.

There are minimal concerns as it relates to stormwater provisions as the stormwater permitting for this parcel was completed as part of the NCH redevelopment. Engineering staff does not have any other signficnat concerns about connectiosn to other uitlities.

PROCESS

Based on the plans submitted, it is anticipated that the following approvals will be required:

- Amendment to the Planned Development Ordinance
- Preliminary plan approval

Attachment: Staff Report (Workshop - Proposed Retail Building at 41 S McHenry)

- Approval of a veterinary clinic

ACTION REQUESTED

Both staff and the Developer are seeking the PZC's thoughts and comments concerning the plan.

Attachment: Staff Report (Workshop - Proposed Retail Building at 41 S McHenry)

2211 North Elston Avenue, Suite 400
Chicago, Illinois 60614
Main: 773.382.0445
Fax: 773.796.3037

April 12, 2022

Christopher Stilling, AICP
Director of Community Development
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL 60089

RE: Proposed Development to be located at 41 S. McHenry Road, Buffalo Grove, Illinois.

Dear Chris,

GW Properties on behalf of GW McHenry BG LLC ("GW") is the contract purchaser of the vacant corner parcel at Lake Cook and McHenry, which is part of the larger Northwest Community Hospital development that recently opened. Our development plans include the construction of one new building up to 10,000sf of space and would be leased to most likely two retail and/or restaurant tenants. Included in this package are some proposed plans such as a site plan, elevations, and renderings. The development should not be seeking any special uses, variances, or a zoning change. The access points would remain as currently constructed and no new off-site work would be required to perform on this plan. Once completed, this project would be a compliment to the balance of the project and the larger community as a whole.

Through deep rooted and diverse relationships in the commercial real estate industry, GW Properties has developed an expertise in retail and mixed-use properties. Over the past decade, GW principals have been involved in the brokerage, investment, and development of over $750 million of real estate in the Chicagoland area. GW practices respectful development through its collaborative approach of uncovering opportunities, optimizing value, and enhancing communities. This process has yielded a track record of proven results.

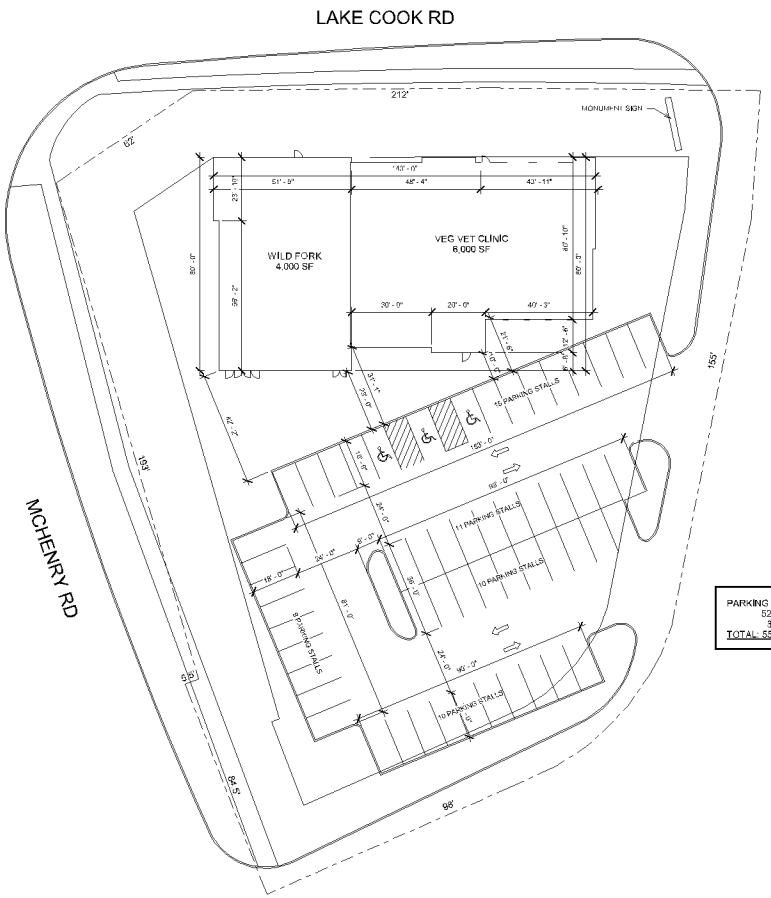
We look forward to working with the Village on this development and welcome discussion or questions on the project.

Thank you for your consideration.

Sincerely,
GW Properties

Mitch Goltz
Principal
mitch@gwproperties.com

Attachment: Plan Set (Workshop - Proposed Retail Building at 41 S McHenry)



1 SITE PLAN
1" = 20'-0"

NORTH

PARKING STALLS CALCULATIONS:
52 PARKING STALLS
3 ADA PARKING STALLS
TOTAL: 55 PARKING STALLS

SITE PLAN

GW PROPERTIES
SOUTHEAST CORNER OF McHENRY RD & LAKE COOK RD
BUFFALO GROVE

DESIGN STUDIO 24, LLC.
ARCHITECTS - PLANNERS
2311 N. BEST CUNE SUITE 200 BUFFALO GROVE, ILLINOIS 60089

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I HEREBY CERTIFY THAT THIS PLAN, DRAWING, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF ILLINOIS.

DATE	03/24/2022
REVISIONS	
SCALE	
DRAWN BY	Agnes S.

MARK T. DiGANCI
REG. ARCHITECT

LICENSE EXPIRES: 11.30.2020

F1.1

1 AERIAL SITE PLAN
1" = 40'-0"

AERIAL SITE PLAN

GW PROPERTIES
SOUTHEAST CORNER OF McHENRY RD & LAKE COOK RD
BUFFALO GROVE

DESIGN STUDIO 21, LLC.
ARCHITECTS - DESIGNERS - PLANNERS
2311 N. BECK ST. UNIT 3 CHICAGO, ILLINOIS 60614

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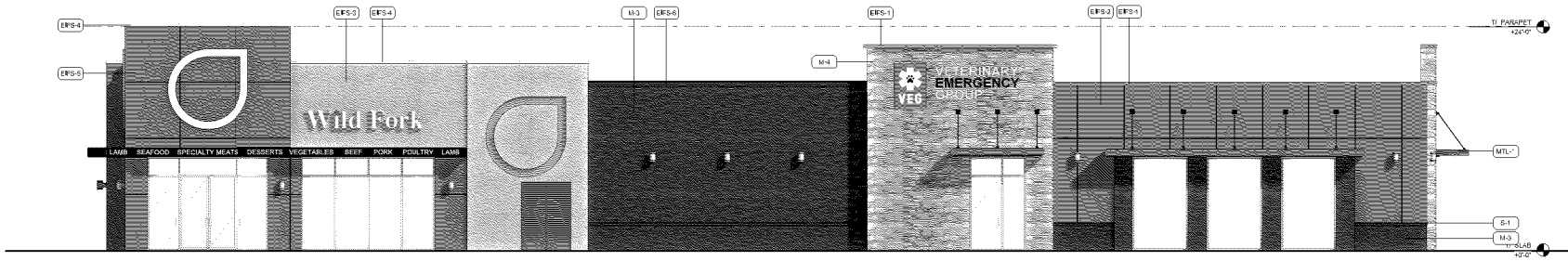
I (or my agent) CERTIFY that my design for (or supervision of) the proposed work has been prepared in accordance with the applicable provisions of the Illinois Accessibility Code. To the best of my knowledge and belief, this design, when properly constructed, will comply with the Illinois Accessibility Code.

DATE	03/24/2022
REVISIONS	
SCALE	
DRAWN BY	Agnes S.

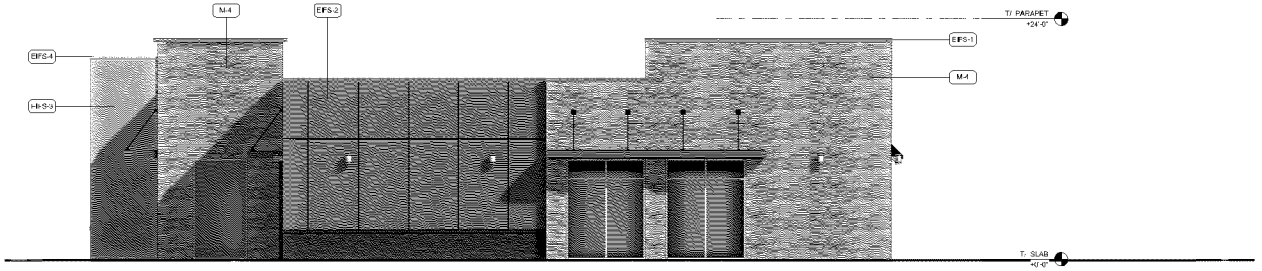
MARK T. DiGANCI
REG. ARCHITECT

LICENSE EXPIRES: 11.30.2022

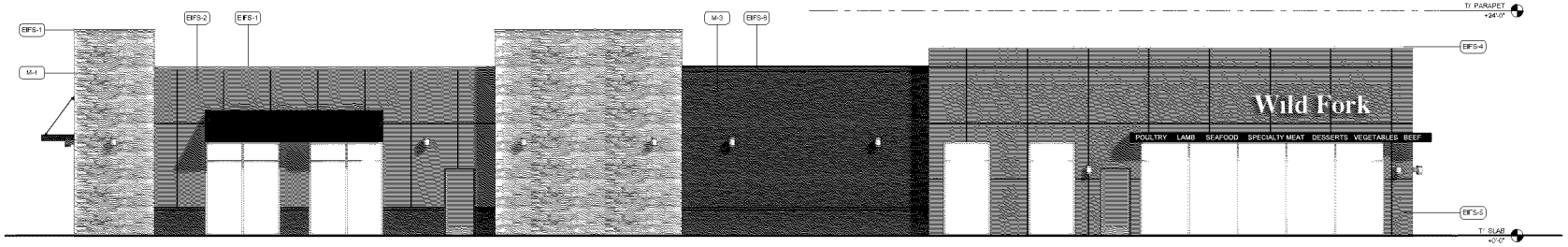
F1.2



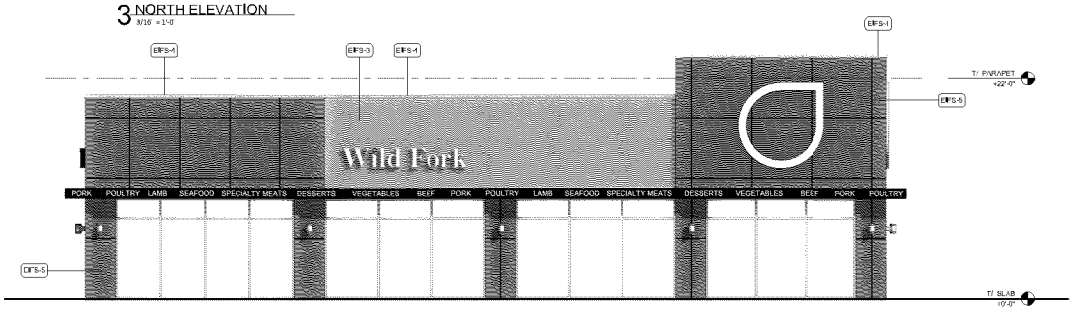
1 SOUTH ELEVATION
3/16" = 1'-0"



2 EAST ELEVATION
3/16" = 1'-0"



3 NORTH ELEVATION
3/16" = 1'-0"



4 WEST ELEVATION
3/16" = 1'-0"

MATERIAL SCHEDULE

TAG	DESCRIPTION	MANUFACTURER	COLOR	DETAILS
EIFS-1	EIFS CORNICE	SENERGY	MAGNUM	
EIFS-2	EIFS WALL	SENERGY	MAGNUM	
EIFS-3	EIFS WALL	SENERGY	PUEBLO	
EIFS-4	EIFS CORNICE	SENERGY	PUEBLO	
EIFS-5	EIFS WALL	SFIUFRIDY	MTL2 OF-STD-012-0311	
EIFS-6	EIFS CORNICE	SENERGY	STORM GREY	
M-3	FACE BRICK	TBD	BLENDED	
M-4	CUT STONE	TBD		
MTL-1	MAPES CANOPY	MAPES	TBD	EXTERIOR

WILD FORK & VEG - ELEVATIONS

GW PROPERTIES
SOUTHEAST CORNER OF McHENRY RD & LAKE COOK RD
BUFFALO GROVE

DESIGN STUDIO 21, LLC.
ARCHITECTS - PLANNERS
2311 N. BECKER DRIVE, UNIT 204 CHICAGO, ILLINOIS 60614

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I, Mark T. DiGanci, a duly licensed Architect in the State of Illinois, hereby certify that I have prepared, or caused to be prepared under my supervision, the attached plans and specifications and state that, to the best of my knowledge and belief, and to the extent of my contractual obligations, they are in compliance with the Codes and Ordinances of Oak Brook, Illinois

DATE	03/24/2022
REVISIONS	
SCALE	
DRAWN BY	Agnes S.

MARK T. DiGANCI
REG. ARCHITECT

LICENSE EXPIRES - 11.30.2022

F1.0

Attachment: Plan Set (Workshop - Proposed Retail Building at 41 S McHenry)

1 3D CORNER VIEW

3D CORNER VIEW

GW PROPERTIES
SOUTHEAST CORNER OF McHENRY RD & LAKE COOK RD
BUFFALO GROVE

DESIGN STUDIO 24, LLC.
ARCHITECTS - DESIGNERS - PLANNERS
2511 N. ESTON AVENUE, UNIT 3, CHICAGO, ILLINOIS 60614

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I (or I represent Co-Counsel) have prepared, or caused to be prepared under my supervision, the attached plans and specifications and state that, to the best of my knowledge and belief, and to the extent of my professional obligation, they are in compliance with the Codes and Ordinances of Des Plaines, Illinois

DATE	03/24/2022
REVISIONS	
SCALE	
DRAWN BY	Agnes S.

MARK T. DiGANCI
REG. ARCHITECT

LICENSE EXPIRES : 11.30.2022

F1.3

Attachment: Plan Set (Workshop - Proposed Retail Building at 41 S McHenry)

1 3D View 1

3D VIEW 1

GW PROPERTIES
SOUTHEAST CORNER OF McHENRY RD & LAKE COOK RD
BUFFALO GROVE

D E S I G N S T U D I O 24, LLC.
ARCHITECTS - DESIGNERS - PLANNERS
22111 N. ELSTON AVE, UNIT 304 CHICAGO, ILLINOIS 60614

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STATEMENT OF COMPLIANCE I have prepared, or caused to be prepared under my supervision, the attached plans and specifications and state that, to the best of my knowledge and belief and to the extent of my contractual obligation, they are in compliance with the Codes and Ordinances of Oak Brook, Illinois

DATE	03/24/2022
REVISIONS	
SCALE	
DRAWN BY	Agnes S.

MARK T. DiGANCI
REG. ARCHITECT

LICENSE EXPIRES 1.30.2020

F1.4

1 3D View 2

3D VIEW 2

GW PROPERTIES
SOUTHEAST CORNER OF McHENRY RD & LAKE COOK RD
BUFFALO GROVE

D.E.SIGN STUDIO 24, LLC.
ARCHITECTS - DESIGNERS - PLANNERS
2511 N. ESTON AVENUE, UNIT #2, CHICAGO, ILLINOIS 60614

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I (or my agent) or (Owner, Name) have prepared, or caused to be prepared under my supervision, the attached plans and specifications and state that, to the best of my knowledge and belief, and to the extent of my construction obligation, they are in compliance with the Codes and Ordinances of Des Plaines, Illinois

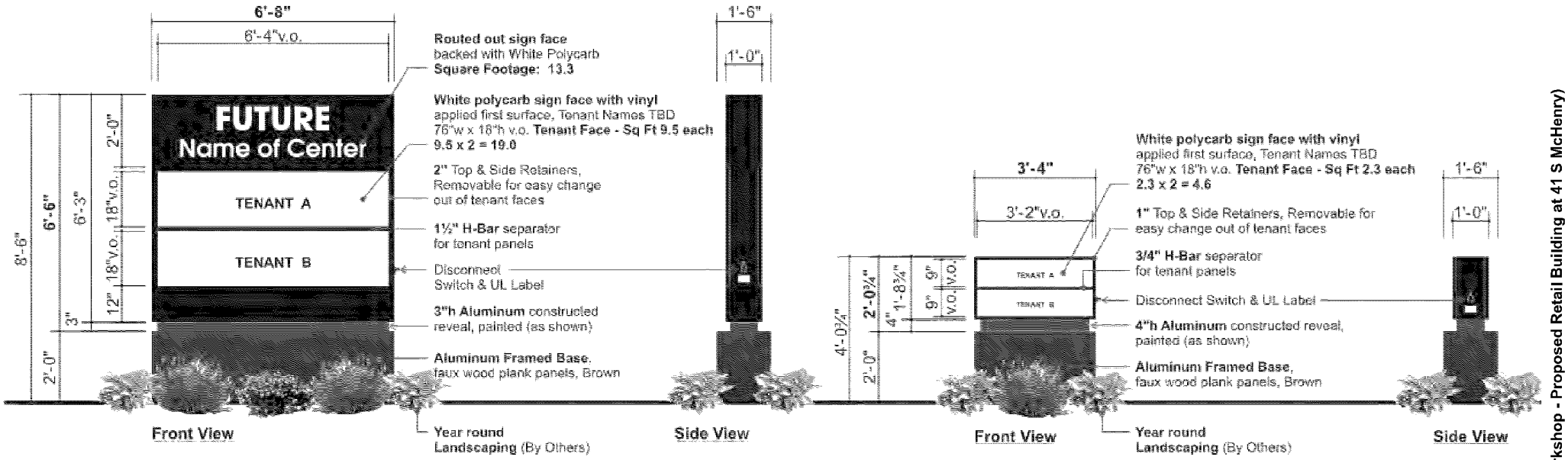
DATE	03/24/2022
REVISIONS	
SCALE	
DRAWN BY	Agnes S.

MARK T. DiGANCI
REG. ARCHITECT

LICENSE EXPIRES : 11.30.2022

F1.5

Attachment: Plan Set (Workshop - Proposed Retail Building at 41 S McHenry)



S/F Illuminated Multi-Tenant Monument -

Scale 3/8" = 1'-0"
Qty: (1) Required
Square Footage: 32.3
Aluminum constructed sign frame with white polycarb sign faces. Removable retainers for easy change out of tenant faces. Sign to illuminated using White LED Modules. Sign to have aluminum base to match new development. Electrical service to be brought top sign sites (By Others). Drawing for concept purposes only.

D/F Illuminated Multi-Tenant Directional -

Scale 3/8" = 1'-0"
Qty: (1) Required
Square Footage: 4.6
Aluminum constructed sign frame with white polycarb sign faces. Removable retainers for easy change out of tenant fac
Sign to illuminated using White LED Modules. Sign to have aluminum base to match new development. Electrical servic
to be brought top sign sites (By Others). Drawing for concept purposes only.

GW PROPERTIES
CHICAGO, IL 60614
Country Road W17
Buffalo Grove, IL 60089

OLYMPIK SIGNS
1130 N. Garfield
Lombard, IL 60148
Ph.# 630.424.6100 Fx.# 630.424.6120 WWW.OLYSIGNS.COM

account representative: ROBBY WHITEHEAD
client:
drawn by: PAMELA F
job#: 22-9067
03-25-22
rev.# 04-08-22

Comments:

SIGN LAYOUT

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MINUTES OF THE REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION OF THE VILLAGE OF BUFFALO GROVE HELD IN THE COUNCIL CHAMBERS, 50 RAUPP BOULEVARD, BUFFALO GROVE, ILLINOIS ON WEDNESDAY, APRIL 20, 2022

Call to Order

The meeting was called to order at 7:30 PM by Chairman Frank Cesario

Public Hearings/Items For Consideration

Regular Meeting

Other Matters for Discussion

1. Workshop-Proposed Multi-Family Development at 16606 W Highway 22, Prairie View (Fiore Property) (Trustee Pike) (Staff Contact: Nicole Woods)

Community Development Director Woods provided a brief background on the proposed Multi-Family Development at 16606 W. Highway 22, Prairie View. She referenced the Prairie View plan.

Mr. Plencner introduced the Arden Residences, describing what is currently there, and what plans to be brought to the area. He noted the success they have had in other communities. He touched on the minimal impact the development will bring to the schools due to the demographics they attract and how the plan reflects what the Metro Area plan conceptualized.

Chairperson Cesario asked the petitioner to walk through the number of parking spaces and the number of residents they intend to see.

Mr. Plencner said they will far exceed the Village requirement with 500 parking spaces and tentatively believes there are 450 tenants.

Chairperson Cesario asked about the proximity of the development to route 22.

Mr. Plencner said the proximity to the road is close, but it will be heavily landscaped with a path. The distance is a trend they have seen lately.

Com Worlikar asked how many EV spots will be there.

Mr. Plencner said they have 6 to 10 in existing buildings and would have about 8 - 12 EV spots at Arden.

Petitioner I discussed in detail the EV spots.

Com Worlikar asked what they are doing for accessibility in the area.

Mr. Plencner discussed what they are adding for interconnectivity.

Com Spunt asked about the EV electricity and billing to those who use them.

Petitioner I explained the outlets are connected to the tenant building.

Com. Spunt asked about the parking garage concept.

Mr. Plencner described the wrapped parking garage.

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Com. Spunt referenced packet page 15.

Mr. Plencner talked about the green area and the preliminary landscape concept.

Com. Moodhe asked about expanding the lake and what work needs to be done to accommodate the new development.

Mr. Plencner explained that the pond will be sufficient for the development, but they will be looking to clean it up first.

Com. Moodhe asked for the logistics to fill and drain a saltwater pool that will be on the property.

Petitioner I explained how the salt water circulates and becomes self-cleaning.

Com. Moodhe ask if it is the same in other communities.

Petitioner I said yes

Com. Moodhe asked where the water drains to during maintenance.

Mr. Plencner said it drains to the sewer.

Com. Moodhe asked how close the development is to route 22.

Mr. Plencner said about 25 feet from route 22.

Com. Moodhe asked if they can find any more room to push it further back from route 22.

Mr. Plencner said they are trying and have already added 3 feet.

Com. Moodhe asked about the extensions.

Mr. Plencner talked about the wrapped building and parking garage.

Com. Moodhe asked if they would decrease apartment units.

Mr. Plencner said they need to have a certain number of units to be marketable.

Com. Moodhe asked about density in other property.

Petitioner I spoke to the density in Warrenville and Oak Brook.

Com. Moodhe asked if they had any consideration for mix use for the development.

Mr. Plencner said doesn't work in that area.

Com. Moodhe talked about the existing problems in the area.

Mr. Plencner said they are interested and will look at those in the future.

Com. Moodhe asked how they set up the apartment management.

Petitioner I said they will be conducting apartment management inhouse.

Com. Au asked about the school districts in their other communities compared to Buffalo Grove.

Petitioner I talked about the tenants at their other apartment complexes and the lack of school aged children.

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Ms. Woods said the developer will be submitting an impact study. She noted they will also be meeting with the school district.

Com. Au asked about Didier Farms and what the impact was to the school's verses what they had anticipated.

Com. Richards asked about the impact to the existing homes and how they plan to collaborate with the neighbors.

Mr. Plencner said they will be holding meetings to discuss the development and take in suggestions from them.

Com. Richards said asked them if they have you heard from anyone regarding the development.

Mr. Plencner said no they have not heard from any residents.

Ms. Woods said the Village has not heard from any residents.

Com. Richards said community engagement and communication is key with the residents.

Ms. Woods said they have encouraged the developers to do so.

Mr. Plencner said yes, they will hold meetings.

Com. Spunt asked if anything specially is being done to the building that is facing route 22 considering the traffic that occurs on that road.

Petitioner I talked about the different views of the apartment building.

Mr. Plencner talked about construction standards and how they are a lot higher these days.

Com. Richards asked what variations the commission is looking at for the development.

Mr. Plencner said nothing more than what is within the packet today.

Ms. Woods discussed the possible variations the developer may request.

Com. Richards asked if we are anticipating any road construction.

Mr. Plencner said a right in right out.

Com. Worlikar asked if there is any plan for pond such as a water feature.

Mr. Plencner said they will consult with the Army Corps of Engineers.

Petitioner I explained whatever is allowable for circulation.

Com. Worlikar asked the petitioners to explain in more detail the EV outlets.

Petitioner I said the outlets are 120 each and the tenants can have a connector to be 240 for a faster charge.

Com. Worlikar asked if they could talk about the traffic study

Mr. Mr. Plencner explained the traffic analysis.

Chairperson Cesario asked staff if we had a lot of complaint from Easton Station.

Ms. Woods said no, there have been no complaints.

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Chairperson Cesario said he thinks it is relevant as a data point.

Chairperson Cesario said that the development will work well with the surrounding area and supports the development.

Chaiperson Cesario said that there should have more parking spots and would like to see that they will exceed far beyond what is required.

Ms. Woods talked about transit-orientated development and discussed the email that was in the packet.

Com. Moodhe asked about the road network that is going in and asked if they will be privately maintained.

Mr. Plencner said yes, but accessible to the public.

Com. Moodhe asked about potential roads and future development in the area.

Ms. Woods went over the access points.

Com. Moodhe asked how much the Village must invest in water and sewer.

Ms. Woods said that the Village has impact fees to cover cost for that infrastructure.

Com. Moodhe asked who the connection will be with.

Ms. Woods said Buffalo Grove.

Com. Moodhe questioned the roundabout and asked if they have talked with Buffalo Grove public safety.

Nicole said yes, they have looked at it and do not have any concerns at this time.

Com. Moodhe asked about entrances to the building.

Petitioner I discussed the access points and where emergency vehicles can park.

Com. Moodhe asked how ambulances can get to the building.

Petitioner I discussed where they can access and explained the elevators are larger to accommodate their equipment.

Com. Moodhe asked if they have had discussions with anyone regarding the proposed areas as of now - they yellow areas on packet page 9.

Ms. Woods said not at this time.

Com. Moodhe expressed concern about the density and the proximity of the building to Route 22.

Com Spunt asked if the parting spots are assigned.

Petitioner I explained that the spots are not, but levels are assigned. He explained that if the tenant is on level 2, their parking spot will be on level 2 of the parking garage.

Com. Spunt asked how long it will take to build the development

Petitioner I said it will take approximately 18 months

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Com. Au discussed the property homes to the north. She asked if this development met the intention of the plan. If they rest of the other parts don't develop.

Ms. Woods explained that it still fulfills the plan and sets a framework for future development. She thinks this area will incorporate.

Com. Au said she is worried about density.

Ms. Woods said everything would be on a case-by-case basis.

Chairperson Cesario talked about the development and the Prairie View Plan.

Com. Moodhe talked about the engagement that was done for the Prairie View Plan. He asked that the plan bend a little and not be so rigid of the plan.

Ms. Woods stated that she couldn't agree more.

Mr. Plencner thanked the Commission for their time.

Approval of Minutes

1. Planning and Zoning Commission - Regular Meeting - Apr 6, 2022 7:30 PM

RESULT:	**ACCEPTED [UNANIMOUS]**
AYES:	Moodhe, Spunt, Cesario, Au, Richards, Worlikar
ABSENT:	Zill Khan, Mitchell Weinstein

Chairman's Report

Committee and Liaison Reports

Chairperson Cesario read the liaison report from Com. Weinstein from the last Village Board meeting he attended.

Staff Report/Future Agenda Schedule

Community Development Director Woods provided updates for future agenda schedules.

Public Comments and Questions

Adjournment

The meeting was adjourned at 8:43 PM

_____

Chris Stilling

APPROVED BY ME THIS 20th DAY OF April, 2022

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