

1. The petitioner comply with all comments not already addressed per the Staff Review Letter dated August 31, 2017.

Planning and Zoning Board Procedure: The Planning and Zoning Board may vote to *grant or deny approval* of the Tentative Plat. If approved, the petitioner's next step is to submit final engineering plans to the Public Works and Engineering Department and return to the Planning and Zoning Board with an updated plat for Final Plat consideration.

The Planning and Zoning Board may vote to *recommend* approval, approval with modifications, or disapproval of the Map Amendment and Preliminary Planned Unit Development. The City Council has final authority over the Map Amendment and Preliminary Planned Unit Development.

Senior Planner Bye stated there 9 parcels in total that are proposed to be annexed and zoned R-1. She stated that 7 are on the west side of East River Road and included as part of the PUD and that 2 parcels on the east side of East River Road and are not included as part of the PUD.

Mr. Citron gave a PowerPoint presentation of the proposed development and clarified which parcels are included as part of the PUD. He noted there has not been a lot of development there.

Mr. Citron stated they are proposing 39 (originally 50) single-family homes which is more in keeping with the surrounding community. He noted there are 2 access points on East River Road. There is detention and usable open space. Various home styles will be offered. Most developments have been townhomes or multi-family residential homes. These are single-family detached homes. These traditional houses were noted as such:

- 2-car garage and 2-car parking in driveway
- Lots range in width
- Those along River Road will have a landscape buffer
- Water and sewer components are present; engineers have concurred
- Buyers want brand-new homes and individual lots

Mr. Citron introduced Mr. Clark who advised the trend is neo-traditional (front porches, walkable environment, open space in middle, and landscape buffers).

Mr. Citron stated this is a self-contained (buffered) environment. Mr. Clark identified same on site plan. Mr. Citron stated and Mr. Clark concurred there is no impact on surrounding areas.

Board Member Fowler asked:

- regarding traffic, if there is a plan. She appreciates single-family homes in Des Plaines. The concern is traffic. Mr. Citron stated 39 homes create very little traffic. Most traffic is south of this development (in the evening). Mr. Woodward provided traffic study information (regional growth factor, 2 access drives are more than adequate, intersection is a stand-alone condition, and rush-hour traffic will be low).
- if there is street parking. Mr. Woodward stated – 19 parking spaces on the street

Board Member Hofherr cited a personal experience and asked, regarding southbound traffic, if there would be turn lanes. Mr. Woodward stated – no, due to IDOT standards and low traffic, a left-turn lane on River Road into the development is not warranted. Board Member Hofherr noted traffic on Central going south onto tollway and stated this would be a problem. Mr. Woodward responded – with 39 single-family homes,

22 vehicles would enter site during peak hours (1 every 3 minutes). With an additional access driveway, it is even lower.

Board Member Fowler asked:

- if there are other similar developments with this design. Mr. Citron stated one development is slated for Bensenville but not yet built.
- what the price point is. Mr. Citron advised – starting at \$450,000 (3-4 bedrooms)
- where the front porch is; a house with a garage attached is disturbing. Mr. Citron advised – there are areas to gather; no area for garages in the rear.
- how much yard space there is for the homes in the center. Mr. Dubin stated 25 ft. per property.

Board Member Schell asked:

- to please explain the tree preservation plan. Mr. Citron advised – the trees that are there presently are not preservable. Trees will be added.
- how many trees will be added. Mr. Citron advised – they will go by the City's list.

Chairman Szabo asked/stated:

- what size caliper the trees are. Mr. Citron advised – 3 ½-4 inches
- based on only having front elevations, what the side elevations will look like. Mr. Citron stated – full elevations are yet to come. This petitioner will need to return and present those drawings.
- Masonry is required on the 1st floor. Mr. Dubin stated the code will be followed regarding brick; designs will be provided, and feedback is suggested. Chairman Szabo cited a similar development. Mr. Citron stated these are affordable due to the number of units.

Board Member Saletnik stated, when there are so many homes on small lots with garages in front, all homes can look alike. Variety in architecture is essential. Mr. Citron advised there would be 6 different design styles with multiple choices (roof lines, materials, etc.). Board Member Saletnik suggested there may be a need for more; needs to be enhanced. All concurred that the architecture is extremely important for a development like this.

Chairman Szabo suggested staying away from dryvit; it breeds mold. Mr. Citron stated natural products will be used (masonry, stone, wood/HardiePlank).

Chairman Szabo asked if the Board has further questions. There were none. He asked if anyone in the audience has comments. The following came forward and were sworn in by Chairman Szabo:

- Bill Epplen 350 N. East River Road (property adjacent on the north)

Mr. Epplen advised he has lived here 30 years; is happy about single-family homes. His concerns are:

- Water management
- Houses abutting against his property
- Traffic (has to currently go north to go south); emergency vehicles need to get through
- Being in unincorporated Cook County, with the development in Des Plaines city limits, who will resolve future issues if they arise?
- During floods with roads closed, his commute was 1 ½ hours

- Anthony Phillips 470 N. East River Road

Mr. Phillips asked/stated the following:

- How would he receive information on these proceedings? Staff advised the minutes will be on the City's web site after they are approved in 2 weeks
- Concerned about very bad current traffic (from tollway) clogging intersections
- How much will tax base be increased? How much will be appropriated to Police, Fire, etc.?

Chairman Szabo stated video recordings are permissible for future meetings. He noted the City Finance Staff might be able to address taxes.

- Lucy Niewiarowski 210 N. East River Road

Ms. Niewiarowski stated her concern is the traffic as she was hit 6 years ago on East River Road due to no exit. She noted wider lanes are necessary. She almost lost her legs. I-294 has traffic as well. Traffic has increased over the last 30 years. Pedestrians are afraid to walk in the grass; sidewalks are too small. Bicycles are not even present. She came to show what could happen when drivers are nasty.

- Susan Mack 514 Teela Lane

Mrs. Mack stated they are neighbors in favor of developing. Density is a concern. There are no playgrounds in the area. Where will these children play in this small space? There are no sidewalks on East River Road. Would like to see the area be less dense and a playground built.

Chairman Szabo asked Staff what the agreement is with the Des Plaines Park District. Senior Planner Bye stated in the future, parkland will need to be dedicated (or a fee-in-lieu of).

- Fred Mack 514 Teela Lane

Mr. Mack shared his concern as there's a 1 ½ ft. shoulder. There are 236 apartments being built to the south, and there is a train crossing in the vicinity. How will an emergency vehicle pass without a shoulder? Pedestrians currently are not safe; children will attempt to walk as well.

- Lisa Levally 476 N. East River Road

Ms. Levally advised she has lived here since 1988. She is concerned about the density and traffic; only egress for 236 apartments is East River Road. Cars coming off of I-294 go fast. She is afraid to walk.

- Kathy O'Hare 390 N. East River Road

Ms. O'Hare asked how many ordinances will be changed. Chairman Szabo advised there would be none. Senior Planner Bye noted there are exceptions as part of the PUD such as minimum-required lot area; she will provide a copy of same.

It was asked how often exceptions are granted. Board Member Saletnik responded – spaces allow for a Planned Unit Development with acceptable changes.

Chairman Szabo cited Des Plaines is landlocked. This petition is unique.

Board Member Hofherr stated/asked:

- regarding the development at Golf & River Roads, improvements to the intersection are supposed to be made

- the City Engineering Staff could request to widen the road/shoulder or add sidewalk. It was noted Cook County owns the road. Chairman Szabo stated a sidewalk in front of this development would not do much, but that it would be connected to future sidewalks that are a part of future development. In regards to the approved apartment building to the south (150 N. East River Road), Senior Planner Bye explained it exits at River Road, with no exits out to Golf. Board Member Hofherr added that construction vehicles only can access the site from Golf.

Mr. Citron reiterate/stated:

- there will be a park/playground on this site
- traffic at peak hours are 500 cars per hour. This development will bring an additional 22 cars to the traffic that's there currently.
- he agrees with a sidewalk along East River Road
- elevations are forthcoming; architecture is being increased because it's a PUD
- utilities are being extended
- 30 homes (not the original 50) allows for affordable units
- internal density cannot be seen
- site needs to be developed rather than leave as is
- site is not in a flood plain; cannot send water to neighbors; a detention pond is slated. City Engineers will review these issues.
- Extending water and sewer line to the edge of the property

Mr. Citron stated the above surmises benefits and costs. He noted this is a great compromise.

Chairman Szabo asked about utilities being added and if that will mitigate neighbors' concerns. Board Member Catalano stated the storm water management would be better. Traffic may not make a noticeable difference. The developer is mandated to follow drainage rules; well thought-out plan. Engineers will be sure everything is well designed.

Board Member Saletnik stated the traffic is due to the I-294 exit. The light sequencing is being improved to mitigate this traffic. Board Member Catalano agreed that the intersection is odd and close to Golf Road. He noted if the City of Des Plaines' Staff approaches the tollway authority and IDOT, this would help. The timing may not be coordinated at the present time. Board Member Saletnik added that State Representatives should be addressed as well.

Mr. Citron suggested a recommendation or Condition for natural elements on elevations. Chairman Szabo stated he is a masonry contractor, and Des Plaines had in the code that brick would be present on all elevations. Mr. Citron stated there are other architecture styles (with not all masonry). Chairman Szabo stated a brick home has a better resale value. Blending in with the neighborhood is important. Mr. Citron stated he would like to have flexibility. Mr. Dubin stated there are no issues with brick around the first floor. He noted various designs would be presented. Chairman Szabo recalled a project where brick had to be added to blend in with Des Plaines.

A motion was made by Board Member Saletnik to recommend approval of the Preliminary PUD to City Council. He then restated the motion to recommend approval to City Council of the:

- **Amendment to the Zoning Map**
- **Preliminary PUD with the exceptions that natural materials be used on all exterior elevations**
- **Tentative Plat of Subdivisions**

Board Member Saletnik stated, in addition, there is a global traffic problem at East River and Golf Roads. Something proactive needs to be done by the City of Des Plaines to initiate talks with the tollway authorities, IDOT, and lobby with other State officials.

Case #17-079-V – 1822 White Street – Variations
Case #17-069-PPUD-SUB-MAP – 225,300,301,304,310, & 330 N. River Road –
MAP Amendment, Preliminary PUD, & Tentative Plat of Subdivision
Case #17-076-TA – Citywide – Text Amendment
September 26, 2017
Page 21

The motion was seconded by Board Member Hofherr.

AYES: Saletnik, Hofherr, Bader, Fowler, Catalano, Szabo

NAYES: Schell

*****MOTION CARRIED 6-1*****

Chairman Szabo advised a recommendation for approval would be provided to City Council.

OLD BUSINESS

There was no Old Business

ADJOURNMENT

On a voice vote, Chairman Szabo adjourned the meeting at 9:24 p.m.

Sincerely,

Gale Cerabona, Recording Secretary

cc: City Officials, Aldermen, Zoning Board of Appeals, Petitioners

CITY OF DES PLAINES

RESOLUTION R - 174 - 17

A RESOLUTION APPROVING AN ANNEXATION AND DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DES PLAINES AND DUBIN HOLDINGS, INC. (225, 300, 301, 304, 310 & 330 N. EAST RIVER ROAD)

WHEREAS, Dubin Holdings, Inc. ("**Developer**") is the contract purchaser of those certain parcels of real property consisting of approximately 6.584 acres, located in unincorporated Cook County, Illinois commonly known as 300, 304, 310, and 330 N. East River Road ("**Development Property**"); and .

WHEREAS, the Development Property is located directly across the N. East River Road public right-of-way from (i) 225 N. East River Road which is owned by Frank Sciannameo, Carmela Sciannameo and Maria C Sciannameo, not as tenants in common but as joint tenants with respect to 225 N. East River Road; and (ii) 301 N. East River Road which is owned by Joseph D Vitulli & Marry M Vitulli, Lakeside Bank Trust #3057 pursuant Trust Agreement dated the March 1, 1989 with respect to 301 N. East River Road (collectively, the "**Contiguous Owners**"); and

WHEREAS, 225 N. River Road is contiguous to the corporate limits of the City and 301 N. River Road is located directly to the north (225 N. East River Road and 301 N. East River Road are collectively referred to herein as the "**Contiguous Parcels**") ; and

WHEREAS, annexation of the Contiguous Parcels to the City of Des Plaines would create legal contiguity between the Development Property and the corporate limits of the City; and

WHEREAS, the Developer desires to develop a residential planned development consisting of 39 single family homes ("**Proposed Development**") on the Development Property; and

WHEREAS, the Developer and the Contiguous Owners desire to annex the Contiguous Parcels and the Development Property into the City pursuant to and in accordance with Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, and in accordance with and subject to the terms of this Agreement; and

WHEREAS, in furtherance thereof, the Developer and the Contiguous Owners have filed with the City Clerk duly-executed Petitions for Annexation ("**Annexation Petitions**"), requesting the annexation of the Development Property and the Contiguous Parcels to the City, which Petitions are conditioned on the execution of this Agreement by the Parties; and

WHEREAS, the Developer and the Contiguous Owners desire to enter into a binding annexation agreement pursuant to the provisions of Division 11-15.1 of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1 *et seq.*, governing the annexation of the Development Property and the Contiguous Parcels to the City, the zoning of the Development Property and Contiguous Parcels

within the City, and the performance of certain undertakings that are contingent on the annexation; and

WHEREAS, the Developer seeks certain assurances from the City regarding the zoning of the Development Property under the Zoning Code upon annexation of the Development Property to the City and assurances as to the proposed improvements to the Development Property; and

WHEREAS, pursuant to the provisions of Section 11-15.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1 *et seq.*, a public hearing was conducted on November 6, 2017, pursuant to notice published in the *Journal & Topics* on October 20, 2017, to consider the Annexation Petition and this Agreement; and

WHEREAS, pursuant to proper notice as required by statute and ordinance, all required public hearings have been held by all appropriate commissions or other bodies relating to zoning and other requested relief, and recommendations with respect thereto have been submitted to the City Council; and

WHEREAS, the City Council, after due and careful consideration, has concluded that the annexation, development, and use of the Development Property pursuant to and in accordance with the Annexation and Development Agreement attached hereto will promote sound planning, increase the taxable value of property within the City, extend the corporate limits and jurisdiction of the City, enable the City to control the development of the area, and otherwise promote, enhance, and serve the best interests and general welfare of the City and its citizens;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION 2: APPROVAL OF AGREEMENT. The City Council approves the Annexation and Development Agreement by and between the City and the Developer in substantially the form attached to this Resolution as **Exhibit A (“Agreement”)**.

SECTION 3: EXECUTION OF AGREEMENT. The City Manager and the City Clerk are authorized and directed to execute and seal, on behalf of the City, the Agreement upon receipt by the City Clerk of at least three original copies of each of the Agreement executed by the Developer; provided, however, that if the executed copies of the Agreement are not received by the City Clerk within 60 days after the effective date of this Resolution, then this authority to execute and attest shall, at the option of the City Council, be null and void.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this ____ day of _____, 2017.

APPROVED this ____ day of _____, 2017.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

#54078540_v1

**THIS DOCUMENT
PREPARED BY AND AFTER
RECORDING RETURN TO:**

Stewart J. Weiss
Holland & Knight LLP
131 S. Dearborn, 30th Floor
Chicago, IL 60603

Above Space For Recorder's Use Only

**ANNEXATION AND DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF DES PLAINES
AND
DUBIN HOLDINGS, INC.
(225, 300, 301, 304, 310 & 330 N. EAST RIVER ROAD)
DATED AS OF _____, 2017**

**ANNEXATION AND DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF DES PLAINES AND DUBIN HOLDINGS, INC.
(225, 300, 301, 304, 310 & 330 N. EAST RIVER ROAD)**

DATED AS OF _____, 2017 THIS ANNEXATION AND DEVELOPMENT AGREEMENT (“Agreement”) is made as of the _____ day of _____, 2017, by and between the **CITY OF DES PLAINES**, an Illinois home rule municipal corporation (“**City**”), and **DUBIN HOLDINGS, INC.**, an Illinois corporation (“**Developer**”).

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the City’s home rule powers, the parties hereto agree as follows:

SECTION 1. RECITALS.*

A. The Developer is the contract purchaser of those certain parcels of real property consisting of approximately 6.584 acres, located in unincorporated Cook County, Illinois that comprise the “**Development Property**” as legally described in Exhibit A-1 attached hereto..

B. The Development Property is located directly across the N. East River Road public right-of-way from the “**Contiguous Parcels**” as legally described in Exhibit A-2, which are owned by (i) Frank Sciannameo, Carmela Sciannameo and Maria C Sciannameo, not as tenants in common but as joint tenants with respect to 225 N. East River Road; and (ii) Joseph D Vitulli & Marry M Vitulli, Lakeside Bank Trust# 3057 pursuant Trust Agreement dated the March 1, 1989 with respect to 301 N. East River Road (collectively, the “**Contiguous Owners**”). The Contiguous Owners have executed this agreement not as full parties, but for the limited purpose of acknowledging and consenting to its recordation against and application to the Contiguous Parcels.

C. The Contiguous Parcels are located in Cook County with the 225 N. River Road parcel contiguous to the corporate limits of the City and the 301 N. River Road parcel located directly to the north.

D. Annexation of the Contiguous Parcels to the City of Des Plaines would create legal contiguity between the Development Property and the corporate limits of the City.

E. The Development Property is currently improved with one single family home which will be demolished after annexation.

F. The Contiguous Parcels are improved with single family homes which are and will remain occupied after annexation.

G. The Developer desires to develop a residential planned development consisting of 39 single family homes (“**Proposed Development**”) on the Development Property.

*All capitalized words and phrases throughout this Agreement have the meanings set forth in the preamble above and in Section 2 and the other provisions of this Agreement. If a word or phrase is not specifically defined in this Agreement, it has the meaning ascribed to it in the Zoning Code.

H. The Developer and the Contiguous Owners desire to annex the Contiguous Parcels and the Development Property into the City pursuant to and in accordance with Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, and in accordance with and subject to the terms of this Agreement. In furtherance thereof, the Developer and the Contiguous Owners have filed with the City Clerk duly-executed Petitions for Annexation ("**Annexation Petitions**"), requesting the annexation of the Development Property and the Contiguous Parcels to the City, which Petitions are conditioned on the execution of this Agreement by the Parties.

I. The Parties desire to enter into a binding annexation agreement pursuant to the provisions of Division 11-15.1 of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1 *et seq.*, governing the annexation of the Development Property and the Contiguous Parcels to the City, the zoning of the Development Property and Contiguous Parcels within the City, and the performance of certain undertakings that are contingent on the annexation.

J. The Parties desire that the Development Property and the Contiguous Parcels be annexed to the City pursuant to the terms and conditions set forth in this Agreement.

K. The Developer seeks certain assurances from the City regarding the zoning of the Development Property under the Zoning Code upon annexation of the Development Property to the City and assurances as to the proposed improvements to the Development Property as set forth in this Agreement.

L. The Parties desire that the Development Property be developed and used only in compliance with this Agreement and City-approved plans, and in compliance with all applicable Requirements of Law.

M. Pursuant to the provisions of Section 11-15.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1 *et seq.*, a public hearing was conducted on November 6, 2017, pursuant to notice published in the *Journal & Topics* on October 20, 2017, to consider the Annexation Petition and this Agreement.

N. Pursuant to proper notice as required by statute and ordinance, all required public hearings have been held by all appropriate commissions or other bodies relating to zoning and other requested relief, and recommendations with respect thereto have been submitted to the Corporate Authorities.

O. In connection with the Proposed Development of the Development Property, Developer also filed applications with the City seeking an Amendment to the Official Des Plaines Zoning Map, as amended, under Section 12-3-7 of the 1998 City of Des Plaines Zoning Ordinance, as amended, to (i) zone the Development Property to the R-1 Single-Family Residential District; (ii) a Preliminary Planned Unit Development (PUD) under Section 12-3-5 of the 1998 City of Des Plaines Zoning Ordinance, as amended, with requested PUD exceptions from the R-1 Single-Family Residential Zoning District standards under Section 12-7-2(J) of the 1998 City of Des Plaines Zoning Ordinance, as amended, for minimum lot size, minimum lot width, minimum front yard setbacks, and total building coverage and (ii) a Tentative Plat of Subdivision, under Section 13-2-1 of Subdivision Regulations of the City of Des Plaines Municipal Code (collectively, the "**Development Relief**").

P. The Contiguous Owners submitted petitions to zone the Contiguous Parcels in the R-1 Single-Family Residential District subsequent to their annexation.

Q. A public hearing was held by the City of Des Plaines Planning and Zoning Board on September 26, 2017 to consider approval of the Development Relief and the zoning of the Contiguous Parcels. The Planning and Zoning Board adopted Findings of Fact recommending to the Corporate Authorities approval of the Development Relief and the zoning of the Contiguous Parcels, subject to specified conditions. The Planning and Zoning Board also approved the Tentative Plat of Subdivision for the Development Property on that date.

R. The Corporate Authorities, after due and careful consideration, have concluded that the annexation, development, and use of the Development Property pursuant to and in accordance with this Agreement will promote sound planning, increase the taxable value of property within the City, extend the corporate limits and jurisdiction of the City, enable the City to control the development of the area, and otherwise promote, enhance, and serve the best interests and general welfare of the City and its citizens.

S. The Corporate Authorities have reviewed and considered the Proposed Development of the Development Property, and the zoning and subdivision approvals requested to allow existing development patterns in the City.

SECTION 2. DEFINITIONS; RULES OF CONSTRUCTION.

A. Whenever used in this Agreement, the following terms have the following meanings unless a different meaning is required by the context:

"City Code": "The City of Des Plaines City Code", as amended.

"Common Areas": Those areas of the Development Property that, after the construction of the Proposed Development, shall be owned and maintained by the Homeowners' Association for the benefit of the residents of the Proposed Development. The Common Areas shall include, without limitation, Outlots A, B, and C as depicted on the Tentative Plat of Subdivision.

"Construction Regulations": Title 10 of the City Code.

"Contiguous Parcels": Those parcels of land commonly known as 225 and 301 N. East River Road, which are legally described in **Exhibit A-2** to this Agreement.

"Contiguous Owners": The owners of the Contiguous Parcels named in Section 1.B of this Agreement.

"Corporate Authorities": The Mayor and City Council of the City.

"Declaration of Covenants": That certain declaration of covenants, easements and restrictions required pursuant to Section 8 of this Agreement.

"Development Property": Those parcels of land consisting of 6.584 acres, commonly known as 300, 304, 310, and 330 N. East River Road, Des Plaines, Illinois, which are legally described in **Exhibit A-1** attached to this Agreement.

"Effective Date": The date of execution of this Agreement by all of the Parties, which date is to be deemed to be the date set forth in the first paragraph of page one of this Agreement.

“Events of Default”: Defined in Section 16.A of this Agreement with respect to Developer and in Section 16.B of this Agreement with respect to the City.

“Evidence of Title Date”: The date on which either (a) the Developer has provided proof, in the form of a recorded deed or title policy, to the City’s General Counsel, that the Developer has acquired fee simple title to the Development Property or (b) a registered title agent for a title company acceptable to the City’s General Counsel has completed a real estate closing transferring the Development Property to the Developer and has been authorized to release the appropriate City approval documents for recording in accordance with escrow instructions provided by the City’s General Counsel.

“Final PUD Plat”: Collectively, those plans and specifications for the development of the Development Property to be approved in part by the Corporate Authorities pursuant to the Final PUD and Plat Ordinance, and to be approved by the Corporate Authorities in accordance with and pursuant to Section 4.C.2 of this Agreement and in accordance with the Requirements of Law. Upon the date that the Final PUD and Plat Ordinance becomes effective, the Final PUD Plat will, automatically and without further action by the Corporate Authorities and the Parties, be deemed to be incorporated in, and made a part of, this Agreement.

“Final Engineering Plan”: The engineering plan that receives the approval of the City Manager in accordance with and pursuant to Section 4.C.1 of this Agreement and in accordance with the Requirements of Law. Upon such approval, the Final Engineering Plan will, automatically and without further action by the Corporate Authorities and the Parties, be deemed to be incorporated in, and made a part of, this Agreement.

“Final Landscape Plan”: The landscaping plan that receives the approval of the City Manager in accordance with and pursuant to Section 4.C of this Agreement and in accordance with the Requirements of Law. Upon such approval, the Final Landscape Plan will, automatically and without further action by the Corporate Authorities and the Parties, be deemed to be incorporated in, and made a part of, this Agreement.

“Final Plat of Subdivision”: That certain plat of subdivision for the Development Property, to be considered and approved by the Corporate Authorities in accordance with and pursuant to Section 4.C.2 of this Agreement. Upon the date on which the Final Plat of Subdivision becomes effective, the Final Plat of Subdivision will, automatically and without further action by the Corporate Authorities and the Parties, be deemed to be incorporated in, and made a part of, the Final PUD Plat and this Agreement.

“Homeowners’ Association”: The homeowners’ association that will be created to operate and maintain all Common Areas on the Development Property pursuant to the Declaration of Covenants.

“Improvements”: The on-site and off-site improvements to be made in connection with the development of the Development Property, as provided in Section 6 of this Agreement, including, without limitation, the Public Improvements and the landscaping to be installed pursuant to the Final PUD Plat, but specifically excluding the Residential Structures to be constructed on the Development Property.

“Parties”: The City and Developer, collectively.

“Performance Security”: Defined in Section 12.A of this Agreement.

"Person": Any natural individual, corporation, partnership, individual, joint venture, trust, estate, association, business, enterprise, proprietorship, or other legal entity of any kind, either public or private, and any legal successor, agent, representative, or authorized assign of the above, or other entity capable of holding title to, or any lesser interest in, real property.

"Preliminary Landscape Plan": That certain preliminary landscape plan, consisting of three sheet(s) and prepared by the Lakota Group, with a latest revision date of September 19, 2017 a copy of which is attached to this Agreement as **Exhibit E**.

"Public Improvements": Those Improvements listed in Section 6.F.2 that will be dedicated to, and accepted by, the City.

"Requirements of Law": All applicable federal, state and City laws, statutes, codes, ordinances, resolutions, rules, and regulations.

"Residential Structures": One of the 39 single family detached dwelling proposed to be constructed on the Development Property.

"Right-of-Way Improvements": Those specific improvements to be constructed on or within the right-of-way owned by either the City or Cook County that is adjacent to or in the vicinity of the Development Property or the Contiguous Parcels, as specifically described in Section 6.D of this Agreement.

"Site Restoration": Site restoration and modification activities necessary to establish a park-like setting suitable for passive outdoor recreational activities including regrading/land balancing, laying of sod/grass seeding, and erosion control

"Structure": As set forth in the Zoning Code, a "Structure" is anything constructed or erected, the use of which requires permanent or temporary location on the ground or attachment to something having a permanent or temporary location on the ground.

"Subdivision Regulations": Title 13 of the City Code.

"Uncontrollable Circumstance": Any of the following events and circumstances that materially change the costs or ability of the Developer to carry out its obligations under this Agreement:

- a. a change in the Requirements of Law;
- b. insurrection, riot, civil disturbance, sabotage, act of public enemy, explosion, nuclear incident, war, or naval blockade;
- c. epidemic, hurricane, tornado, landslide, earthquake, lightning, fire, windstorm, other extraordinary weather conditions preventing performance of work, or other similar act of God;
- d. governmental condemnation or taking other than by the City;
- e. strikes or labor disputes, other than those caused by the unlawful acts of the Developer, its partners, or affiliated entities; or

f. delays caused by the breach of this Agreement or default under this Agreement by the City.

Uncontrollable Circumstance does not include economic hardship, impracticability of performance, commercial, economic, or market conditions, or a failure of performance by a contractor (except as caused by events that are Uncontrollable Circumstances as to such contractor).

“Zoning Code”: Title 12 of the City Code.

B. Rules of Construction.

1. **Grammatical Usage and Construction.** In construing this Agreement, pronouns include all genders, and the plural includes the singular and vice versa.

2. **Headings.** The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

3. **Calendar Days.** Unless otherwise provided in this Agreement, any reference in this Agreement to “day” or “days” means calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

4. **Other Defined Terms.** Capitalized terms not defined in this Agreement have the meanings set forth in the Zoning Code.

SECTION 3. ANNEXATION OF THE DEVELOPMENT PROPERTY AND THE CONTIGUOUS PARCELS.

A. Adoption of Annexation Ordinance. Immediately after the execution of this Agreement, the Corporate Authorities shall pass and approve an ordinance (***“Annexation Ordinance”***), in substantially the form of **Exhibit B** attached to this Agreement, annexing the Development Property and Contiguous Parcels, as well as any contiguous rights-of-way, to the City pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8; provided, however, that the Annexation Ordinance shall not be effective unless the following conditions are satisfied:

1. The Developer has paid to the City any amounts due pursuant to Section 11 of this Agreement;

2. The Developer has paid to the City an amount sufficient to cover the cost of recording this Agreement, all necessary plats, the affidavit of service of notice as required by Section 7-1-1 of the Illinois Municipal Code, 65 ILCS 5/7-1-1, and the Annexation Ordinance; and

3. The “Evidence of Title Date” has occurred.

After the Annexation Ordinance becomes effective, the City shall promptly cause the Annexation Ordinance to be recorded in the office of the Recorder of Cook County.

B. Effective Date of Annexation. The annexation of the Development Property and the Contiguous Parcels, as well as any contiguous rights-of-way shall occur on, but not before, the date of recordation of the Annexation Ordinance, all necessary plats, and the affidavits of service of notice as required by Section 7-1-1 of the Illinois Municipal Code, 65 ILCS 5/7-1-1.

SECTION 4. ZONING AND SUBDIVISION APPROVALS.

A. Zoning of the Development Property. Immediately after the adoption of the Annexation Ordinance, the City shall adopt an ordinance, substantially in the form of **Exhibit C** to this Agreement ("**Zoning Map Amendment Ordinance**"), amending the City's zoning map to classify the Development Property and the Contiguous Parcels into the R-1 Single-Family Residential Zoning District. The Zoning Map Amendment Ordinance shall not be effective until the effective date of the Annexation Ordinance, as provided in Section 3.B of this Agreement.

B. Preliminary PUD Ordinance. Immediately after the adoption of the Zoning Map Amendment Ordinance, the City shall adopt an ordinance, substantially in the form of **Exhibit D** to this Agreement ("**Preliminary PUD Ordinance**"), approving a Preliminary Planned Unit Development for the Development Property. The Preliminary PUD Ordinance will not be effective until the effective date of the Annexation Ordinance, as provided in Section 3.B of this Agreement.

C. Future Approvals.

1. Approvals Necessary Prior to Construction. The Parties acknowledge and agree that the City has not approved the following documents that are required in connection with the construction of the Proposed Development:

- a. The Final Plat of Subdivision;
- b. The Final Planned Unit Development Plan and Plat ("**Final PUD Plat**") with permitted exceptions from the R-1 Single-Family Residential Zoning District standards under Section 12-7-2(J) of the 1998 City of Des Plaines Zoning Ordinance, as amended, for minimum lot size, minimum lot width, minimum front yard setbacks, and total building coverage; The Final PUD Plat and accompanying Conditional Use Permit for a Planned Development will be approved by the City Council so long as it is in substantial conformance with the Preliminary PUD Ordinance and Preliminary PUD Plat and the Developer is not in default of any conditions within this Agreement. A Final PUD Plat shall be considered not in substantial conformance with the Preliminary PUD Ordinance and Preliminary PUD Plat if it contains major changes as defined in Section 12-3-5(D)(5)(a).
- c. The Final Engineering Plan; and
- d. The Final Landscape Plan.

Developer may not commence any construction on the Development Property unless and until Developer submits, no later than one year after the Evidence of Title Date, the foregoing to the City and obtains approval thereof by the Corporate Authorities, all in accordance with the Zoning Code and the Subdivision Regulations. The deadline to submit applications for the foregoing approvals may be extended by the City Council by resolution duly adopted.

2. Final PUD and Plat Ordinance. In accordance with Section 12-3-5 of the Zoning Code and Chapter 2 of the Subdivision Regulations, the Corporate Authorities will consider the approval of an ordinance approving (i) a Final Plat of PUD with permitted exceptions from the R-1 Single-Family Residential Zoning District standards under Section 12-7-2(J) of the 1998 City of Des Plaines Zoning Ordinance, as amended, for minimum lot size, minimum lot width, minimum front yard setbacks, and total building coverage; and (ii) the Final Plat of Subdivision for the Development Property ("**Final PUD and Plat Ordinance**"). The Developer acknowledges and agrees that the Corporate Authorities have no obligation to approve the Final PUD and Plat Ordinance unless and until: (1) the Corporate Authorities determine, in their sole discretion, that the Final PUD Plat and Final Plat of Subdivision are in substantial conformance with the Preliminary PUD Plat and the Tentative Plat of Subdivision (2) Developer secures the following approvals:

- a. Recommendation for approval of the Final Plat of PUD and the Final Plat of Subdivision by the Planning and Zoning Board;
- b. Approval of the Final Engineering Plan by the City Engineer; and
- c. Approval of the Final Landscape Plan by the City Manager.

SECTION 5. DEVELOPMENT, USE, OPERATION AND MAINTENANCE OF THE DEVELOPMENT PROPERTY.

Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the City Code or the Zoning Code or any other rights Developer may have, the Development Property must be developed, used, operated, and maintained only pursuant to, and in accordance with, the terms and provisions of this Agreement and its exhibits, including, without limitation, the following development conditions:

A. Standard Conditions. The development, use, operation and maintenance of the Development Property must comply with all applicable City codes and ordinances, as the same have been or may be amended from time to time, except to the extent specifically provided otherwise in this Agreement, the Preliminary PUD Ordinance, or the Final PUD and Plat Ordinance. The development, use, operation and maintenance of the Development Property must comply with the Final PUD Plat, except for minor alterations due to final engineering and site work as may be approved by the Director of Community Development, the City Engineer, or the City Forester (for matters within their respective permitting authorities) in accordance with all applicable City standards.

B. Operation and Use. Operation of the Development Property must at all times be in strict conformance with the applicable provisions of the Zoning Code and the Requirements of Law.

C. Maintenance. The Developer shall be responsible for the continuity, care, conservation, maintenance, and operation of, in a first rate condition, the Development Property,

and all landscaping, equipment, appurtenances and stormwater detention facilities located on or within the Development Property and the cost of power required for such equipment and appurtenances. The Developer from time to time must regularly and systematically perform the maintenance, repair, and replacement of any and all parts or portions of the Development Property necessary to permit the Development Property to function as designed. Responsibility for the operation and maintenance of all Common Areas of the Development Property will be transferred to and assumed by, the Homeowners' Association pursuant to the procedures set forth in Section 14.B.

D. Parking. Developer must provide not less than 156 off-street parking spaces and 19 on-street parking spaces on the Development Property.

E. Landscaping. Prior to the issuance by the City of a final certificate of occupancy for any building on the Development Property, Developer must install all landscaping on the Development Property, as depicted on the Final Landscape Plan, which landscaping must be installed and maintained and in accordance with the following:

1. All trees, shrubs, plantings, and ornamentals must be healthy, and of the size, height, and species described in the Final Landscape Plans.

2. The City Manager has the right to reasonably reject or require replacement of any landscaping that is not in accordance with the Final Landscape Plan or this Agreement.

3. The final grade of the landscaped areas of the Development Property must contain a minimum of four to six inches of topsoil, except as may be approved by the City Manager.

4. Upon installation, the trees required to be installed and planted pursuant to this Agreement must have the minimum height and diameter as represented on the Final Landscape Plan.

5. Developer must replace any plantings that are not healthy and growing one year from the date of installation.

F. General Use and Development Restrictions. The development and use of, and the construction on, the Development Property, must, except for minor alterations due to final engineering and site work approved by the City Engineer or the Director of Community and Economic Development, as appropriate, comply, and be in accordance, with the following:

1. this Agreement;
2. the Preliminary PUD Ordinance;
3. the Final PUD and Plat Ordinance, including the Final PUD Plat and the Final Plat of Subdivision;
4. the Declaration of Covenants;
5. the Zoning Code, except as modified by this Agreement;
6. the Construction Regulations that are in effect as of the Effective Date of this Agreement;

7. the Subdivision Regulations, except as modified by this Agreement; and
8. the Requirements of Law.

Unless otherwise provided in this Agreement either specifically or in context, in the event of a conflict between or among any of the plans or documents listed as or within items 1 through 8 of this Section 5.G, the plan or document that provides the greatest control and protection for the City, as determined by the City Manager, will control. All of the plans and documents listed as items 1 through 8 of this Section 5.G are to be interpreted so that the duties and requirements imposed by any one of them are cumulative among all of them, unless otherwise provided in this Agreement either specifically or in context.

SECTION 6. IMPROVEMENTS.

A. Description of Improvements. Developer must, at its sole cost and expense, construct and install all of the Improvements depicted on the Final Engineering Plan and the other components of the Final PUD Plat, including, without limitation, the following:

1. Stormwater facilities, in the manner approved by the City Manager, which facilities are incorporated into, and depicted on, the Final PUD Plat.
2. Sanitary sewer facilities, including a minimum 8" diameter PVC SDR 26 off-site sanitary sewer main extension necessary to connect the Development Property and the Contiguous Parcels to the City's sanitary sewer system ("**Sanitary Sewer Extension**").
3. Water mains and service lines, including the 12" diameter ductile iron class 52 pipe with polyethylene encasement off-site water main extension necessary to connect the Development Property and the Contiguous Parcels to the City's potable water system ("**Water Main Extension**").
4. The Right-of-Way Improvements, as described in Section 6.D of this Agreement.
5. The landscaping, as depicted in the Landscape Plan and in accordance with Section 5.E of this Agreement.
6. All roads, driveways, curbs, and gutters located on the Development Property.
7. All street and common area lighting on the Development Property.
8. Perimeter fencing along railroad right-of-way located on western edge of Development Property.

B. Design and Construction of the Improvements.

1. General Standards. All Improvements must be designed and constructed pursuant to and in accordance with the Final PUD Plat, the Construction Regulations, and the Zoning Approval Ordinance, and will be subject to the reasonable written satisfaction of the City Engineer in accordance with the City Code and the Subdivision Regulations. All work performed on the Improvements must be conducted in a good and workmanlike manner, with due dispatch, and within any deadlines provided pursuant to this Agreement or in the permits

issued by the City for construction of the Improvements. All materials used for construction of the Improvements must be new and of first rate quality.

2. Contract Terms; Prosecution of the Work. Developer must include in every contract for work on the Improvements terms requiring the contractor to prosecute the work diligently and continuously, in full compliance with, and as required by or pursuant to, this Agreement, the Final PUD and Plat Ordinance, the Final PUD Plat, and the Requirements of Law, until the work is properly completed, and providing that Developer may take over and prosecute the work if the contractor fails to do so in a timely and proper manner.

3. Engineering Services. Developer must provide, at its sole cost and expense, all engineering services for the design and construction of the Improvements, by a professional engineer responsible for overseeing the construction of the Improvements. Developer must promptly provide the City with the name of a local Developer's representative and a telephone number or numbers at which the Developer's representative can be reached at all times.

4. City Inspections and Approvals. All work on the Improvements is subject to inspection and approval by City representatives at all times.

5. Other Approvals. Where the construction and installation of any Improvement requires the consent, permission, or approval of any public agency or private party, Developer must promptly file all applications, enter into all agreements, post all security, pay all fees and costs, and otherwise take all steps that may be required to obtain the consent, permission, or approval.

C. Connection of Utilities. No utilities located on the Development Property may be connected to the sewer and water utilities belonging to the City except in accordance with the applicable provisions of the City Code and upon payment of the connection fees required pursuant to the City Code.

D. Right-of-Way Improvements.

1. Grant of License. Subject to the terms and conditions set forth in this Agreement, the City hereby grants to Developer, and Developer hereby accepts, a non-exclusive revocable license, for the benefit of the Development Property, for the completion, at the sole cost and expense of Developer, of the following improvements within City-owned rights-of-way and, as necessary, within adjacent City-owned properties (collectively, the "**Licensed Premises**"), all as depicted in the Preliminary Engineering Plan, and to be depicted on the Final Engineering Plan, and pursuant to and in strict accordance with the terms and provisions of this Section 6.D and the other provisions of this Agreement ("**License**");

a. Water and Sanitary Sewer Lines: The construction and installation of the off-site sanitary sewer main extension and water main extension described in Section 6.A of this Agreement.

b. Sidepath. The construction of a 10 foot wide concrete sidepath running along the entire frontage of the Development Property along East River Road on land that will be dedicated to the City on the Final Plat of Subdivision; and

c. Landscaping in Public Rights-of-Way. Installation of trees and

landscaping materials within the East River Road right-of-way, as depicted in the Landscape Plan and in accordance with Section 5.E of this Agreement.

2. Limitation of Interest. Except for the License granted pursuant to this Section 6.D, Developer does not and will not have any legal, beneficial, or equitable interest, whether by adverse possession or prescription or otherwise, in any portion of the Licensed Premises, or the East River Road right-of-way, or any other City-owned property or right-of-way. Specifically, and without limitation of the foregoing, Developer acknowledges and agrees that nothing in this Agreement is to be interpreted to provide a license to Developer to alter any City-owned right-of-way in any way other than for the installation of the improvements identified in this Section 6.D.

3. Construction of the Right-of-Way Improvements. Developer must construct the Right-of-Way Improvements in accordance with and pursuant to the Final Engineering Plans and this Agreement, in a good and workmanlike manner, all at the sole expense of Developer and subject to inspection and approval by the City. Specifically, and without limitation of the foregoing, during the period of installation, Developer must: (a) construct all Right-of-Way Improvements in specific locations and of specific designs approved in advance by the City Engineer and, for landscaping improvements, by the City Forester; and (b) maintain the Licensed Premises and all streets, sidewalks, and other public property in and adjacent to the Licensed Premises in a safe, good and clean condition without hazard to public use at all times, and in accordance with the standards set forth in Section 7.H of this Agreement.

4. Reservation of Rights. The City hereby reserves the right to use the East River Road right-of-way in any manner that will not prevent, impede, or interfere in any way with the exercise by Developer of the rights granted pursuant to this Section 6.D. The City will have the right to grant other non-exclusive licenses or easements, including, without limitation, licenses or easements for utility purposes, over, along, upon, or across the East River Road right-of-way. The City further reserves its right of full and normal access to the East River Road right-of-way for the maintenance of any existing or future utility located thereon.

5. Liens. Developer hereby represents and warrants that it will take all necessary action to keep all portions of the East River Road right-of-way free and clear of all liens, claims, and demands, including without limitation mechanic's liens, in connection with any work performed by the Licensee or its agents.

6. Maintenance of Right-of-Way by City. Without limitation of the provisions of Section 11 of this Agreement, Developer acknowledges and agrees that the City will not be liable for any damage that may occur to the Right-of-Way Improvements as a result of the City's necessary maintenance responsibilities with regard to any right-of-way that is subject to the License. Any maintenance, repair, or replacement of the Improvements necessary as a result of such City maintenance or other work will be at the sole cost and expense of Developer, through and including the date of expiration of the License, as set forth in Section 6.D.7 of this Agreement.

7. Term. The License granted pursuant to this Section 6.D will expire upon the acceptance by the City of all Right-of-Way Improvements pursuant to Section 6.F of this Agreement.

E. Completion of the Improvements. The City has the right, but not the

obligation, to refuse to issue a final certificate of occupancy for any building or Structure located on the Development Property until the Improvements are completed by Developer and approved by the City. The foregoing does not preclude the City's issuance of conditional certificates of occupancy pursuant to Section 7.E.3 of this Agreement and the applicable provisions of the City Code. The issuance of any building permit or certificate of occupancy by the City at any time prior to completion of all of the Improvements by Developer and approval of the Improvements by the City will not confer on Developer any right or entitlement to any other building permit or certificate of occupancy.

F. Dedication and Maintenance of the Improvements.

1. Final Inspection and Approval of the Improvements. Developer must notify the City when it believes that any or all of the Improvements have been fully and properly completed and must request final inspection and approval of the Improvement or Improvements by the City. The notice and request must be given far enough in advance to allow the City time to inspect the Improvements and to prepare a punch list of items requiring repair or correction and to allow Developer time to make all required repairs and corrections prior to the scheduled completion date (as may be established pursuant to this Agreement or in the permits issued by the City for construction of the Improvements). Developer must promptly make all necessary repairs and corrections as specified on the punch list. The City is not required to approve any portion of the Improvements until: (a) all of the Improvements as may be required pursuant to Section 6.A of this Agreement, including all punch list items, have been fully and properly completed; and (b) the City's Director of Public Works has determined that the specific Improvement has been constructed to completion, in accordance with the Final Engineering Plans and the Requirements of Law.

2. Dedication and Acceptance of Public Improvements. Neither the execution of this Agreement nor the approval or recordation of the Final Plat of Subdivision constitutes acceptance by the City of any Improvements that are depicted as "dedicated" on the Final Plat of Subdivision or on the Final PUD Plat, if any. The acceptance of ownership of, and responsibility for, a specific approved Improvement as a Public Improvement may be made only by the Corporate Authorities, and only in compliance with the requirements of the Subdivision Regulations. The following Improvements are anticipated to become Public Improvement upon approval and acceptance of the Improvements by the City:

- a. Any stormwater facilities located in the public right-of-way;
- b. Any sanitary sewer facilities located in the public right-of-way, including the Sanitary Sewer Extension;
- c. Any water mains located in the public right-of-way, including the Water Main Extension; and
- d. The 10' Sidepath to be constructed on the west side of East River Road.
- e. Landscaping in Public Rights-of-Way including trees and landscaping materials within the East River Road right-of-way, as depicted in the Landscape Plan and in accordance with Section 5.E of this Agreement.

3. Transfer of Ownership of the Public Improvements and Easements to the City. Upon the approval of, and prior to acceptance of, the Public Improvements to be accepted by the City pursuant to Section 6.F of this Agreement, Developer must execute, or cause to be executed, all documents as the City may request to transfer Ownership of, or to provide easements in, the Public Improvements to, and to evidence ownership of the Public Improvements by, the City, free and clear of all liens, claims, encumbrances, and restrictions, unless otherwise approved by the City in writing. Developer must, at the same time: (a) grant, or cause to be granted, to the City all insured easements or other property rights as the City may require to install, operate, maintain, service, repair, and replace the Public Improvements that have not previously been granted to the City, free and clear of all liens, claims, encumbrances, and restrictions, unless otherwise approved by the City in writing; and (b) provide a written estimate of the monetary value of each Public Improvement to be accepted by the City.

4. Maintenance of Public Improvements. For a period of at least two years following acceptance by the City of the Public Improvements, Developer must, at its sole cost and expense, maintain the Public Improvements without any modification, except as specifically approved in writing by the City Engineer, in a first rate condition at all times. Developer hereby guarantees, on its behalf and on behalf of its successors, the prompt and satisfactory correction of all defects and deficiencies in any of the Public Improvements that occur or become evident within two years after acceptance of the Public Improvement by the City pursuant to this Agreement. In the event the City Engineer determines, in the City Engineer's reasonable discretion, that Developer is not adequately maintaining, or has not adequately maintained, any Public Improvement, Developer must, after 10 days' prior written notice from the City (subject to Uncontrollable Circumstances), correct it or cause it to be corrected. If Developer fails to correct the defect, commence the correction of the defect, or diligently pursue correction of the defect to completion, the City, after 10 days' prior written notice to Developer, may, but will not be obligated to, enter upon any or all of the Development Property for the purpose of performing maintenance work on and to such Public Improvement. In the event that the City causes to be performed any work pursuant to this Section 6.F.4, Developer must, upon demand by the City, pay the costs of the work to the City. If Developer fails to pay the costs, the City will have the right to draw from the Maintenance Warranty required pursuant to Section 12.B of this Agreement, based on costs actually incurred or on the City's reasonable estimates of costs to be incurred, an amount of money sufficient to defray the entire cost of the work, including legal fees and administrative expenses. In the event any Public Improvement is repaired or replaced pursuant to this Section 6.F.4, the City's right to draw upon the Maintenance Warranty pursuant to Section 12.B of this Agreement will be extended, as to the repair or replacement, for two full years from the date of the repair or replacement.

5. Private Streets. All streets, driveways, and alleys on the Development Property shall remain private improvements and shall not be accepted by the City. The City shall not be responsible for maintaining any street, driveway, or alley on the Development Property and shall not conduct snow plowing, salting, or snow removal on the Development Property.

SECTION 7. DEMOLITION AND CONSTRUCTION.

A. Single Phase of Development. The construction of the Improvements and development of the Development Property shall take place in one continuous phase.

B. Diligent Pursuit of Construction. Developer must pursue, or cause to be pursued, all required development, demolition, construction, and installation of structures, buildings, and Improvements on the Development Property and adjacent rights-of-way in a diligent and expeditious manner, and in strict compliance with the City Code and the Requirements of Law.

C. Construction Traffic.

1. Construction and Traffic Management Plan. Developer must prepare and submit, for review and approval by the City's Director of Public Works, a Construction and Traffic Management Plan ("**CTM Plan**") for the development of the Development Property. The CTM Plan will govern (i) the location, storage, and traffic routes for construction equipment and construction vehicles, and (ii) the location of alternative off-street parking during the construction. The City has no obligation to issue a building permit for any structure or Improvement, and no construction may be commenced with respect to the structure or Improvement, unless and until the City's Director of Public Works has approved, in writing, the CTM Plan. The City agrees to cause the CTM Plan to be promptly and expeditiously reviewed by the City's Director of Public Works; provided, however, that nothing in this Agreement is to be deemed or interpreted to require approval of the CTM Plan. The CTM Plan must include, without limitation, the following:

- a. The schedule and traffic routes for construction traffic accessing the Development Property;
- b. The designation of machinery and construction material storage areas on the Development Property;
- c. Provisions for the screening of construction areas within the Development Property;
- d. The hours of operation and schedule for construction on the Development Property;
- e. The location of areas on the Development Property for the parking of construction vehicles and vehicles operated by construction employees;
- f. The location of alternative off-street parking to replace any parking temporarily lost due to construction; and
- g. The location of temporary and durable off-street parking on the Development Property for construction employees.

2. Designated Routes of Access. The City reserves the right to designate certain prescribed routes of access to the Development Property for construction traffic to provide for the protection of pedestrians and to minimize disruption of traffic and damage to paved street surfaces, to the extent practicable; provided, however, that the designated routes must not: (a) be unreasonably or unduly circuitous; nor (b) unreasonably or unduly hinder or obstruct direct and efficient access to the Development Property for construction traffic.

3. Maintenance of Routes of Access. At all times during the construction of the structures and Improvements, Developer must: (a) keep all routes used for construction

traffic free and clear of mud, dirt, debris, obstructions, and hazards; and (b) repair any damage caused by construction traffic.

D. Parking, Storm Water Management, and Erosion Control During Construction. During construction of any of the structures or Improvements on the Development Property, Developer must:

1. Obtain all agency permits (IEPA, MWRD, NPDES, Cook County) required for the construction of the residential planned development.
2. Install temporary and durable surface off-street parking on the Development Property for the parking of construction employee vehicles, as necessary, which off-street parking must comply with the standards set forth in the Construction Regulations;
3. Install and implement such measures as necessary to temporarily divert or control any heavy accumulation of storm water away from or through the Development Property in a manner approved in advance by the City Engineer, which method of diversion must include early installation of storm drains to collect water and convey it to a safe discharge point; and
4. Install erosion control devices as necessary to prevent silt, dirt and other materials from leaving the site and traveling onto other properties.

All installations made pursuant to this Section 7.D must be maintained by Developer until construction of the Proposed Development is complete.

E. Issuance of Permits and Certificates.

1. General Right to Withhold Permits and Certificates. In addition to every other remedy permitted by law for the enforcement of this Agreement, the City has the absolute right to withhold the issuance of any building permit or certificate of occupancy for the Development Property at any time when Developer has failed or refused to meet fully any of its obligations under, or is in violation of, or is not in full compliance with, the terms of this Agreement.
2. Pre-Conditions to Issuance of Building Permit. The City will have the right, but not the obligation, to refuse to issue a building permit for any Structure to be constructed on the Development Property prior to the installation by Developer, and approval by the City's Director of Public Works, of all stormwater detention and drainage facilities, storm sewer systems, sanitary sewer mains, site grading, and erosion control Improvements on the Development Property Provided; however, that the Developer may seek foundation permits for the Residential Structures after the binder course for the private streets within the development has been applied.

F. Completion of Construction.

1. Removal of Partially Constructed Structures and Improvements. Subject to Uncontrollable Circumstances, if Developer fails to diligently pursue all demolition and construction as required in, or permitted by, Sections 5 and 6 of this Agreement to completion within the time period prescribed in the building permit or permits issued by the City for such demolition and construction, as the case may be, and if a perfected application to renew the building permit or permits is not filed within 30 days after the expiration of the permit or permits,

Developer must, within 60 days after notice from the City: (a) remove any partially constructed or partially completed buildings, structures, or Improvements from the Development Property; and (b) perform Site Restoration on that portion of the Development Property in which Developer has failed to complete all such demolition and construction, all in accordance with plans approved by the City.

2. **Removal and Restoration by City.** In the event Developer fails or refuses to remove any partially completed buildings, structures, and Improvements, or to perform Site Restoration, as required pursuant to Section 7.F.1 of this Agreement, the City will have, and is hereby granted the right, at its option, to: (a) demolish and/or remove any of the partially completed buildings, structures, and Improvements from any and all portions of the Development Property; (b) perform Site Restoration; and/or (c) cause the buildings, structures, or Improvements to be completed in accordance with the plans submitted. Developer must fully reimburse the City for all costs and expenses, including legal and administrative costs, incurred by the City for such work. If Developer does not so fully reimburse the City, the City will have the right to draw from the Performance Security and the Maintenance Warranty, as described in and provided pursuant to Section 12 of this Agreement, an amount of money sufficient to defray the entire cost of the work, including legal fees and administrative expenses. If Developer does not so fully reimburse the City, and the Performance Security and Maintenance Warranty have no funds remaining in them or are otherwise unavailable to finance such work, then the City will have the right to place a lien on the Development Property for all such costs and expenses in the manner provided by law. The rights and remedies provided in this Section 7.F.2 are in addition to, and not in limitation of, any other rights and remedies otherwise available to the City in this Agreement, at law, and/or in equity.

G. As-Built Plans. After completion of construction of any new structure, Developer must submit to the Director of Community Development final "as-built" plans: (1) related to drainage, grading, storm sewer, sanitary sewer and water mains, and associated structures; and (2) for other final construction documents (in paper and, for Improvements, electronic format) as required and approved by the City Engineer and the City Director of Community and Economic Development. The as-built plans must indicate, without limitation, the amount, in square feet, of impervious surface area on the Development Property.

H. Damage to Public Property. Developer must maintain the Development Property and all streets, sidewalks, and other public property in and adjacent to the Development Property in a good and clean condition at all times during the development of the Development Property and construction of the Improvements. Further, Developer must: (1) promptly clean all mud, dirt, or debris deposited on any street, sidewalk, or other public property in or adjacent to the Development Property by Developer or any agent of or contractor hired by, or on behalf of, Developer; and (2) repair any damage that may be caused by the activities of Developer or any agent of or contractor hired by, or on behalf of, Developer.

SECTION 8. DECLARATION OF COVENANTS. A declaration of covenants, easements, and restrictions, acceptable in form and substance to the City's General Counsel, shall be recorded against the Development Property not later than the date which the closing on the sale of the first Residential Structure occurs. The Declaration of Covenants shall provide for the creation of the Homeowners' Association and shall, without limitation, codify the following provisions, conditions and restrictions of this Agreement:

A. Homeowners' Association.

1. Membership in the Homeowners' Association shall be mandatory for each and every owner, and successive owner, of Lots 1 through 39 and the Residential Structures constructed thereupon.

2. The Declaration of Covenants and bylaws of the Homeowners' Association shall be established and must be approved by the Corporate Authorities prior to becoming effective. Further, said declaration and by-laws shall provide that they not be amended to conflict with this Agreement or the requirements of the Subdivision Code without approval by the Corporate Authorities.

3. The Homeowners' Association shall be responsible for the continuity, care, conservation and maintenance, including operation in a first rate condition and in accordance with predetermined standards, of all Improvements not dedicated to the City and all Common Areas, and all equipment and appurtenances thereon. This maintenance responsibility shall extend to all privately maintained Improvements.

4. The Homeowners' Association shall be responsible for casualty and liability insurance and real estate taxes for all Common Areas.

5. The owners of Lots 1 through 39 shall pay their *pro rata* share of all costs and expenses incurred by the Homeowners' Association by means of an assessment to be levied by the Homeowners' Association which meets the requirements for becoming a lien on the Property in accordance with statutes of the State of Illinois.

6. The Homeowners' Association shall have the right to adjust the assessment to meet changed needs. The membership vote required to authorize such adjustment shall not be fixed at more than fifty one percent of the members voting on the issue.

7. The Homeowner's Association shall contract for, procure, and pay all costs associated with:

- a. Solid waste, recyclable materials, and landscape waste collection services for all Residential Structures in the residential planned development; and
- b. Snow plowing and snow removal from all streets, driveways, alleys, and other Common Areas on the Development Property.

B. Creation of Easements.

1. Utility and enforcement easements shall be granted to the Village and other governmental bodies and utility services over, on, and across the Development Property and specifically Outlots A, B, and C for the purposes of enforcing applicable laws, making repairs, installing and servicing utilities, and providing public and emergency services.

2. The easements for storm water drainage and detention shall remain unobstructed and the access to the retention and detention basins in Outlot B shall not be blocked by a fence, landscaping, or any other structure or planting, of any kind or nature, erected within said easement without written approval of the City Engineer. In addition, no

grade changes shall be permitted in said easement without the prior written approval of the City Engineer.

3. An access and ingress/egress easement for City emergency and utility personnel and vehicles will be granted over the private road on Outlot C as well as all circulation drives on the Development Property.

C. General Provisions.

1. The City, as well as the owners of each of Lots 1 through 39, shall have the right to enforce the Declaration of Covenants.

2. The Village shall have the right, but not the obligation, after ten (10) days' written notice to the Homeowners' Association, to perform any maintenance or repair work which, in the sole opinion of the Village, the Homeowners' Association has neglected to perform on the Common Areas to assess the membership for such work and to file a lien against the property of the Homeowners' Association or the property of any member failing to pay the assessment.

3. The Declaration shall run with and bind the Development Property, and all portions thereof, and shall be binding on the Developer, and its successors in interest, to all portions of the Development Property.

SECTION 9. ANNEXATION FEE.

The Developer must pay to the City, in addition to all other sums required to be paid pursuant to this Agreement or the Requirements of Law, \$1,400 per Residential Structure to be constructed on the Development Property, paid by certified or cashier's check at the time the Developer applies for a building permit from the City for each respective Residential Structure to be constructed on the Development Property.

SECTION 10. PARK DISTRICT FEES IN LIEU OF LAND CONTRIBUTION.

Developer hereby agrees to fully comply with, and cause to be paid, the fees in lieu of land contributions calculated pursuant to Chapter 4 of the Subdivision Regulations minus any credit provided for the private park to be located on Outlot A (collectively, "**Impact Fees**") at the rates set forth in the City Code as of the Effective Date of this Agreement.

The Impact Fees are based on a per unit basis and must be paid prior to the issuance of any building permits for each Residential Structure on the Development Property. The Developer acknowledges that the payment of development impact fees imposed by Chapter 4 of the Subdivision Regulations, are reasonable and that Developer hereby holds harmless and releases the City, the Des Plaines Park District and the Mt. Prospect Park District (collectively, the "**Districts**") from any claim or other action Developer may have against either or both the City or the Districts as a result of Chapter 4 and the impact fees exacted thereunder for distribution to any District by the City.

SECTION 11. PAYMENT OF CITY FEES AND COSTS.

A. Negotiation and Review Fees. In addition to all other costs, payments, fees, charges, contributions, or dedications required by this Agreement or by the Requirements of

Law, Developer must pay to the City, contemporaneous with the execution of this Agreement by the City Manager, all third-party legal, engineering, and other consulting or administrative fees, costs, and expenses incurred or accrued in connection with: (1) the development of the Development Property, including, without limitation, the review and processing of plans therefor; and (2) the negotiation, preparation, consideration, and review of the Annexation Ordinance, the Preliminary PUD Ordinance, the Final PUD and Plat Ordinance, and this Agreement. The City will provide Developer with invoices for all fees and costs requiring reimbursement. Payment of all fees, costs, and expenses must be made by certified or cashier's check. Developer acknowledges and agrees that it will continue to be liable for and to pay, promptly after presentation of a written demand or demands for payment, such third-party fees, costs, and expenses incurred in connection with any applications, documents, proposals, or requests for interpretations or amendments of this Agreement, whether formal or informal, of whatever kind, submitted by Developer during the term of this Agreement in connection with the use and development of the Development Property. Further, Developer acknowledges and agrees that it is liable for and will pay after demand all fees, costs, and expenses incurred by the City for publications and recordings required in connection with the above matters.

B. Other City Fees. In addition to all other costs, payments, fees, charges, contributions, or dedications required by this Agreement, Developer must pay to the City all application, inspection, and permit fees, all water and sewer general and special connection fees, tap-on fees, charges, and contributions, and all other fees, charges, and contributions pursuant to the Requirements of Law at the rates in effect as of the Effective Date of this Agreement.

SECTION 12. PERFORMANCE SECURITY.

A. General Requirements. As security to the City for the performance by the Developer of the Developer's obligations to construct and complete the Improvements pursuant to and in accordance with this Agreement, the Developer hereby irrevocably elects, on behalf of itself and its successors, and agrees to provide the City prior to the issuance of any permits for the Development Property performance and payment security for all Improvements that will be accepted by or dedicated to the City ("**Performance Security**") in the form of one or more letters of credit ("**Letter of Credit**") in the amount and manner set forth in Section 13-2-8 of the Subdivision Regulations. The Letter of Credit shall be in form and substance substantially conforming in all material respects with **Exhibit F** to this Agreement and satisfactory to the City's General Counsel. The Performance Security shall be administered pursuant to and in accordance with Section 13-2-8 of the Subdivision Regulations.

B. Use of Funds in the Event of Breach of Agreement. If the Developer or its lender fail or refuse to complete the Improvements in accordance with this Agreement, or fail or refuse to correct any defect or deficiency in the Improvements, or remove partially completed buildings or structures as required by this Agreement, or fail or refuse to perform Site Restoration in accordance with a demand made pursuant to his Agreement, or the Developer fails or refuses to pay any amount demanded by the City as and when required pursuant to this Agreement, then the City in its reasonable discretion may draw on and retain all or any of the funds remaining in the Performance Security which are necessary to remedy such failure or refusal. The City thereafter shall have the right, subject to 30 days' notice and opportunity for cure, to exercise its rights under this Agreement, to take any other action it deems reasonable and appropriate to mitigate the effects of any failure or refusal, and subject to the terms of the immediately preceding sentence, to reimburse itself from the proceeds of the Letter of Credit for all of its costs and expenses, including legal fees and administrative expenses, resulting from or

incurred as a result of the Developer's failure or refusal to meet its obligations under this Agreement constituting an Event of Default. If the funds remaining in the Letter of Credit are insufficient to repay fully the City for all costs and expenses, then the Developer shall upon demand of the City therefor deposit with the City any additional funds as the City determines are necessary, within 30 days of a request therefor, to fully repay such costs and expenses.

C. Maintenance Warranty for Public Improvements. Following the City's release of any percentage of the Performance Security for any Public Improvement, Developer must substitute for the released percentage of the Performance Security a maintenance warranty in the form of a letter of credit ("**Maintenance Warranty**"), which is equal to 10 percent of one hundred twenty five percent (125%) of the approved City Engineer's estimate of costs for the Improvements to be dedicated to the City. Developer must deposit the Maintenance Warranty with the City. The Maintenance Warranty shall remain with the city until eighteen (18) months after all Improvements to be accepted by the City are completed and certified by the City Engineer as completed in strict accordance with the description, plans and specifications submitted by the subdivider and approved by the City Engineer and accepted by the City Council. ("**Maintenance Warranty Term**"), notwithstanding any transfer of the Common Areas to the Homeowners' Association or the transfer of any or all residential lots to purchasers. The City will return to Developer the Maintenance Warranty upon the end of the Maintenance Warranty Term, minus any portion of the Maintenance Warranty utilized by the City in accordance with Section 12.B.

SECTION 13. LIABILITY AND INDEMNITY OF CITY.

A. City Review. Developer acknowledges and agrees that the City is not, and will not be, in any way liable for any damages or injuries that may be sustained as the result of the City's review and approval of any plans for the Development Property or the Improvements, or the issuance of any approvals, permits, certificates, or acceptances, for the development or use of the Development Property or the Improvements, and that the City's review and approval of any such plans and the Improvements and issuance of any such approvals, permits, certificates, or acceptances does not, and will not, in any way, be deemed to insure Developer or any of its successors, assigns, tenants and licensees, or any third party, against damage or injury of any kind at any time.

B. City Procedure. Developer acknowledges and agrees that all notices, meetings, and hearings have been properly given and held by the City with respect to the approval of the Annexation Ordinance, the Preliminary PUD Ordinance, the Final PUD and Plat Ordinance, and this Agreement, and Developer agrees not to challenge such approvals on the grounds of any procedural infirmity or of any denial of any procedural right.

C. Indemnity. Developer, only as to its own acts or omissions, agrees to, and does hereby, hold harmless and indemnify the City and all City elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of those parties in connection with: (i) the City's review and approval of any plans for the Development Property or the Improvements; (ii) the issuance of any approval, permit, certificate, or acceptance for the Development Property or the Improvements; and (iii) the development, construction, maintenance, or use of any portion of the Development Property or the Improvements ("**Indemnified Claims**"); provided, however, that this indemnity does not, and will not, apply to willful misconduct or gross negligence on the part of the City.

D. Defense Expense. Developer, only as to its own acts or omissions, must, and does hereby agree to, pay all expenses, including legal fees and administrative expenses, incurred by the City in defending itself with regard to any and all of the Indemnified Claims.

SECTION 14. NATURE, SURVIVAL AND TRANSFER OF OBLIGATIONS.

A. Binding Effect. All obligations assumed by Developer under this Agreement are and will be binding upon Developer personally, upon any and all of its heirs, successors, and assigns, and upon any and all of the respective successor legal or beneficial Developers of all or any portion of the Development Property (including, without limitation, the Association).

B. Successors and Transferees. To assure that all grantees, successors, assigns, and transferees of Developer and all successor Developers of all or any portion of the Development Property have notice of this Agreement and the obligations created by it, Developer must:

1. Deposit with the City Clerk, concurrent with the City's approval of this Agreement, any consents or other documents necessary to authorize the City to record this Agreement in the office of the Cook County Recorder of Deeds;

2. Notify the City in writing at least 30 days prior to any date on which Developer transfers (as that term is defined in Section 14.C of this Agreement) a legal or beneficial interest in any portion of the Development Property to a third party; provided, however that this notice shall not be required for the sale of an individual residential lot (Lots 1-39);

3. Incorporate this Agreement by reference into any and all real estate sales contracts for transfers, as that term is defined in Section 14.C of this Agreement, entered into for the sale of all or any portion of the Development Property; provided, however that this notice shall not be required for the sale of an individual residential lot (Lots 1-39); and

4. Except as provided in Section 14.C of this Agreement, require, prior to the transfer of all or any portion of the Development Property, or any legal or equitable interest therein, to any third party (other than (a) a sale to the Association or (b) sale of an individual residential lot), the transferee of said portion or interest in the Development Property to execute an enforceable written agreement, in substantially the form of **Exhibit G** to this Agreement, agreeing to be bound by the provisions of this Agreement ("**Transferee Assumption Agreement**") and to provide the City, upon request, with such reasonable assurance of the financial ability of the transferee to meet those obligations as the City may require. The City agrees that upon a successor becoming bound to the obligation created in the manner provided in this Agreement and providing the financial assurances required pursuant to this Agreement, the liability of Developer will be released to the extent of the transferee's assumption of the liability. The failure of Developer to provide the City with a copy of a Transferee Assumption Agreement fully executed by the transferee and, if requested by the City, with the transferee's proposed assurances of financial capability before completing any transfer, will result in Developer remaining fully liable for all of its obligations under this Agreement but will not relieve the transferee of its liability for all such obligations as a successor to Developer.

C. Transfer Defined. For purposes of this Agreement, the term "transfer" includes, without limitation, any assignment, sale, transfer to a receiver or to a trustee in bankruptcy, transfer in trust, or other disposition of the Development Property, or any beneficial interest in the Development Property, in whole or in part, by voluntary or involuntary sale, foreclosure,

merger, sale and leaseback, consolidation, or otherwise; provided, however, that a sale, assignment or any other transfer of legal or beneficial interest in a single residential lot (Lots 1-39) does not constitute a “transfer” hereunder if no transferee owns any portion of any other Lot on the Development Property.

D. Mortgagees of Property. This Agreement is and will be binding on all mortgagees of the Development Property or other secured parties automatically upon such mortgagee assuming title to the Development Property, in whole or in part, by a foreclosure or a deed in lieu of foreclosure without the necessity of entering into a Transferee Assumption Agreement. Until such time, however, a mortgagee or other secured party will have no personal liability hereunder.

SECTION 15. TERM.

This Agreement will be in full force and effect from and after the Effective Date for a term of 20 years. The provisions of this Agreement run with and bind the Development Property and inure to the benefit of, be enforceable by, and obligate the City, Developer, and any of their respective, grantees, successors, assigns, and transferees, including all successor legal or beneficial Developers of all or any portion of the Development Property. If any of the privileges or rights created by this Agreement would otherwise be unlawful or void for violation of: (i) the rule against perpetuities or some analogous statutory provision; (ii) the rule restricting restraints on alienation; or (iii) any other statutory or common law rules imposing time limits, then the affected privilege or right will continue only until 21 years after the death of the last survivor of the now living lawful descendants of the current President of the United States, or for any shorter period that may be required to sustain the validity of the affected privilege or right.

SECTION 16. EVENTS OF DEFAULT.

A. Developer Events of Default. The following are Developer Events of Default under this Agreement:

1. If any representation made by Developer in this Agreement, or in any certificate, notice, demand or request made by Developer in writing and delivered to the City pursuant to or in connection with this Agreement, proves to be untrue or incorrect in any material respect as of the date made.

2. Default by Developer for a period of 15 days after written notice thereof in the performance or breach of any covenant contained in this Agreement concerning the existence, structure or financial condition of Developer; provided, however, that such default or breach will not constitute an Event of Default if such default cannot be cured within said 15 days and Developer, within said 15 days, initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within 60 days after such notice.

3. Default by Developer for a period of 15 days after written notice thereof from the City in the performance or breach of any covenant, warranty or obligation contained in this Agreement; provided, however, that such default will not constitute an Event of Default if such default cannot be cured within said 15 days and Developer, within said 15 days, initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within 60 days after such notice.

4. The entry, at any time after the Effective Date of this Agreement, of a decree or order for relief by a court having jurisdiction in the premises in respect of Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of 60 consecutive days.

5. The commencement by Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by Developer to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of Developer or of any substantial part of the Development Property, or the making by any such entity of any assignment for the benefit of creditors or the failure of Developer generally to pay such entity's debts as such debts become due or the taking of action by Developer in furtherance of any of the foregoing, or a petition is filed in bankruptcy by others.

6. Failure to have funds to meet Developer's obligations.

7. Sale, assignment, or transfer of the Development Property except in accordance with the Transferee Assumption provisions in Section 14 of this Agreement.

8. Change in the organizational status of Developer except in accordance with the Transferee Assumption provisions in Section 14 of this Agreement.

9. Developer abandons the development of the Development Property. Abandonment will be deemed to have occurred when work stops on the development of the Development Property for more than 30 days for any reason other than Uncontrollable Circumstances, unless otherwise permitted by this Agreement. The failure of Developer to secure any approvals required for the development or construction of the Development Property will not be a valid defense to abandonment.

10. Developer fails to comply with the Requirements of Law in relation to the construction and maintenance of the Improvements and Residential Structures contemplated by this Agreement.

B. Events of Default by the City. The following are City Events of Default under this Agreement:

1. If any material representation made by the City in this Agreement, or in any certificate, notice, demand or request made by the City in writing and delivered to Developer pursuant to or in connection with any of said documents, proves to be untrue or incorrect in any material respect as of the date made.

2. Subject to Uncontrollable Circumstances, default by the City for a period of 30 days after written notice thereof from Developer in the performance or breach of any covenant contained in this Agreement; provided, however, that such default will not constitute an Event of Default if such default cannot be cured within said 30 days and the City, within said 30 days, initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within 90 days after such notice.

SECTION 17. REMEDIES FOR DEFAULT AND ENFORCEMENT.

A. Remedies for Default. In the case of an Event of Default under this Agreement:

1. Except as otherwise provided in this Agreement and subject to the provisions hereinafter set forth, the non-defaulting Party may institute such proceedings in law or in equity, by suit, action, mandamus, or any other proceeding, as may be necessary or desirable in its opinion to cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance of the defaulting Party's obligations under this Agreement.

2. Pursuant to Section 7.F of this Agreement, the City may, without prejudice to any other rights and remedies available to the City, require: (a) the demolition and removal of any partially constructed or partially completed buildings, structures, or Improvements from the Development Property; and (b) the performance of Site Restoration. Concurrent with the City's exercise of its rights under Section 7.F, the Corporate Authorities will have the right, but not the obligation, to terminate the entitlements set forth in the Zoning Approval Ordinance and this Agreement, without protest or objection by Developer.

3. In case the City has proceeded to enforce its rights under this Agreement and such proceedings have been discontinued or abandoned for any reason, then, and in every such case, Developer and the City will be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of Developer and the City will continue as though no such proceedings had been taken.

B. Limitation. Notwithstanding anything to the contrary contained in this Agreement, including the provisions of this Section 17, Developer agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the City or any elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys of the City, on account of the negotiation, execution or breach of any of the terms and conditions of this Agreement.

C. Repeal of Zoning Approval Ordinance. In addition to every other remedy permitted by law for the enforcement of the terms of this Agreement, the City will have the absolute right to repeal the Final PUD and Plat Ordinance if an Developer Event of Default occurs under this Agreement, in accordance with the Final PUD and Plat Ordinance.

D. Prevailing Party. In the event of a judicial proceeding brought by one Party against the other Party, the prevailing Party in the judicial proceeding will be entitled to reimbursement from the unsuccessful Party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with the judicial proceeding.

SECTION 18. WARRANTIES AND REPRESENTATIONS.

A. By the City. The City represents, warrants and agrees as the basis for the undertakings on its part contained in this Agreement that:

1. The City is a municipal corporation duly organized and validly existing under the law of the State of Illinois and has all requisite corporate power and authority to enter into this Agreement;

2. The execution, delivery and the performance of this Agreement and the consummation by the City of the transactions provided for herein and the compliance with the provisions of this Agreement: (i) have been duly authorized by all necessary corporate action on the part of the City; (ii) require no other consents, approvals or authorizations on the part of the City in connection with the City's execution and delivery of this Agreement; and (iii) do not, by lapse of time, giving of notice or otherwise, result in any breach of any term, condition or provision of any indenture, agreement or other instrument to which the City is subject; and

3. To the best of the City's knowledge, there are no proceedings pending or threatened against or affecting the City or the Development Property in any court or before any governmental authority that involves the possibility of materially or adversely affecting the ability of the City to perform its obligations under this Agreement.

B. By Developer. Developer, and the person executing this Agreement on behalf of Developer, represent, warrant, and covenant, as of the Effective Date of this Agreement, that:

1. Developer is an Illinois limited liability company duly organized, validly existing, and qualified to do business in Illinois;

2. Developer has the right, power, and authority to enter into, execute, deliver and perform this Agreement, and Developer is in compliance with all Requirements of Law, the failure to comply with which could affect the ability of Developer to perform its obligations under this Agreement;

3. The execution, delivery and performance by Developer of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its organizational documents, as amended and supplemented, any of the applicable Requirements of Law, or constitute a breach of or default under, or require any consent under, any agreement, instrument, or document to which Developer is now a party or by which Developer is now or may become bound;

4. There are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened, or affecting Developer which would impair its ability to perform under this Agreement;

5. Developer will apply for and will maintain all government permits, certificates, and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct and complete its obligations as required by this Agreement; and

6. Developer has sufficient financial and economic resources to implement and complete its obligations under this Agreement;

7. Developer has no knowledge of any liabilities, contingent or otherwise, of Developer which might have a material adverse effect upon its ability to perform its obligations under this Agreement.

SECTION 19. GENERAL PROVISIONS.

A. Notices. All notices required or permitted to be given under this Agreement must be given by the Parties by: (i) personal delivery; (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon; or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section 19.A. The address of any Party may be changed by written notice to the other Parties. Any mailed notice will be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier will be deemed to have been given and received within 24 hours after deposit. Notices and communications to the Parties must be addressed to, and delivered at, the following addresses:

- If to the City: City of Des Plaines
1420 Miner Street
Des Plaines, IL 60016
Attention: City Manager

- with a copy to: Holland & Knight LLP
131 S. Dearborn Street, 30th Floor
Chicago, IL 60603
Attention: Peter M. Friedman, General Counsel

- If to Developer: Dubin Holdings, Inc.
607 Academy Drive
Northbrook, IL 60062
Attention: Erin Dubin, President

- with a copy to: Bernard Citron
Thompson Coburn LLP
55 E. Monroe St. 37th Floor
Chicago, IL 60603

B. Time of the Essence. Time is of the essence in the performance of all terms and provisions of this Agreement.

C. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement are cumulative and are not exclusive of any other such rights, remedies, and benefits allowed by law.

D. Non-Waiver. The City is not, and will not be, under any obligation to exercise any of the rights granted to it in this Agreement. The failure of the City to exercise at any time any such right will not be deemed or construed to be a waiver thereof, nor will such failure void or affect the City's right to enforce such right or any other right.

E. Consents. Whenever the consent or approval of any Party to this Agreement is required, the consent or approval must be in writing and may not be unreasonably withheld, delayed or conditioned, and, in all matters contained herein, all parties will have an implied obligation of reasonableness, except as may be expressly set forth otherwise.

F. **Governing Law.** This Agreement is to be governed by, and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

G. **Severability.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement and the validity, enforceability, and application to any person, firm, corporation, or property will not be impaired thereby, but the remaining provisions are to be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

H. **Entire Agreement.** This Agreement and the Zoning Approval Ordinance constitute the entire agreement between the parties, superseding any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

I. **Interpretation.** This Agreement is to be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Each provision of this Agreement is to be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting party is not applicable to this Agreement.

J. **Headings.** The table of contents, heading, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

K. **Exhibits/Conflicts.** Exhibits A through G attached to this Agreement are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an exhibit to this Agreement and the text of this Agreement, the latter will control.

L. **Amendments and Modifications.** No amendment or modification to this Agreement will be effective unless and until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

M. **Changes in Laws.** Unless otherwise explicitly provided in this Agreement, any reference to any Requirements of Law will be deemed to include any modifications of, or amendments to the Requirements of Law as may, from time to time, hereinafter occur.

N. **No Third Party Beneficiaries.** No claim as a third party beneficiary under this Agreement by any person, firm, or corporation may be made, or be valid, against the City or Developer.

O. **Recording.** The City will record this Agreement against the Development Property, at the sole cost and expense of Developer, with the Office of the Cook County Recorder of Deeds promptly following the full execution of this Agreement by the Parties.

P. **Counterparts.** This Agreement may be executed in counterparts, each of which will constitute an original document and together will constitute the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the date first above written.

ATTEST:

CITY OF DES PLAINES, an Illinois home rule municipal corporation

Jennifer L. Tsalapatani

By: _____
Matthew J. Bogusz
Its: Mayor

ATTEST:

DUBIN HOLDINGS, INC., an Illinois corporation

By: _____
Its: _____

By: _____
Its: _____

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

This instrument was acknowledged before me on _____, 2017, by Matthew J. Bogusz, the Mayor of the **CITY OF DES PLAINES**, an Illinois municipal corporation, and by Jennifer L. Tsalapatanis, the City Clerk of said municipal corporation.

Given under my hand and official seal this ____ day of _____, 2017.

Notary Public

My Commission expires: _____

SEAL

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

This instrument was acknowledged before me on _____, 2017, by _____, the President of **DUBIN HOLDINGS, INC.**, an Illinois corporation, and by _____, the _____ of said corporation.

Given under my hand and official seal this ____ day of _____, 2017.

Notary Public

My Commission expires: _____

SEAL

CONSENT OF CONTIGUITY PARCEL

(225 N. East River Road)

FRANK SCIANNAMEO, CARMELA SCIANNAMEO and MARIA C. SCIANNAMEO, are the Owners ("**Contiguous Owners**"), not as Tenants in Common but as Joint Tenants, of that certain parcel of real estate commonly known as **225 N. EAST RIVER ROAD, DES PLAINES, IL 60016** ("**Contiguous Parcel**"), we consent to the execution and recording of that certain "Annexation and Development Agreement" ("**Agreement**") between the City of Des Plaines and Dubin Holdings, Inc. ("**Developer**") for the sole purpose of acknowledging that the Developer intends for certain parcels, including the Contiguous Parcel, to be annexed to the City of Des Plaines and redeveloped in accordance with and pursuant to the terms of the Agreement. The Contiguous Owners also consent to the recordation of the Agreement against the Contiguous Parcel.

Executed this _____, day of _____, 2017.

By: _____
FRANK SCIANNAMEO

SUBSCRIBED and SWORN to
Before me this _____ day of _____, 2017.

Notary Public

By: _____
CARMELA SCIANNAMEO

SUBSCRIBED and SWORN to
Before me this _____ day of _____, 2017.

Notary Public

By: _____
MARIA C. SCIANNAMEO

SUBSCRIBED and SWORN to
Before me this _____ day of _____, 2017.

Notary

Public

CONSENT OF CONTIGUITY PARCEL

(301 N. East River Road)

I, _____, in my capacity as Trustee of the **JOSEPH D. VITULLI & MARRY M. VITULLI, LAKESIDE BANK TRUST #3057**, a Trust established pursuant to that certain Trust Agreement dated March 1, 1989, which is the owner ("**Contiguous Owner**") of that certain parcel of real estate commonly known as **301 N. EAST RIVER ROAD, DES PLAINES, IL 60016** ("**Contiguous Parcel**"), I consent to the execution and recording of that certain "Annexation and Development Agreement" ("**Agreement**") between the City of Des Plaines and Dubin Holdings, Inc. ("**Developer**") for the sole purpose of acknowledging that the Developer intends for certain parcels, including the Contiguous Parcel, to be annexed to the City of Des Plaines and redeveloped in accordance with and pursuant to the terms of the Agreement. The Contiguous Owner also consents to the recordation of the Agreement against the Contiguous Parcel.

Executed this _____, day of _____, 2017.

By: _____
Trustee

SUBSCRIBED and **SWORN** to
Before me this _____ day of
_____, 2017.

Notary Public

INDEX OF EXHIBITS

EXHIBIT A	LEGAL DESCRIPTIONS
	A-1 DEVELOPMENT PROPERTY
	A-2 CONTIGUITY PARCELS
EXHIBIT B	ANNEXATION ORDINANCE
EXHIBIT C	ZONING MAP AMENDMENT ORDINANCE
EXHIBIT D	PRELIMINARY PUD APPROVAL ORDINANCE
EXHIBIT E	PRELIMINARY LANDSCAPE PLAN
EXHIBIT F	FORM OF LETTER OF CREDIT
EXHIBIT G	TRANSFeree ASSUMPTION AGREEMENT

EXHIBIT A

LEGAL DESCRIPTIONS

EXHIBIT A-1 LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY

PARCEL 1A:

THAT PART OF THE EAST 1/2 OF THE SOUTH 15 ACRES OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF THE SOUTH 175.0 FEET OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4, 214.17 FEET EAST OF THE WEST LINE OF SAID EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE NORTH PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, 35.0 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID SOUTH 175.0 FEET, 50.0 FEET; THENCE NORTH PARALLEL WITH SAID WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, 105.0 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID SOUTH 175.0 FEET, 323.74 FEET; THENCE SOUTH PARALLEL WITH SAID WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, 140.0 FEET TO THE NORTH LINE OF SAID SOUTH 175.0 FEET OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE WEST ALONG SAID NORTH LINE OF THE SOUTH 175.0 FEET, 273.74 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Commonly known as 300 N. East River Road, Des Plaines, Illinois 60016

PIN: 09-09-400-016-0000

PARCEL 1B:

THAT PART OF THE EAST HALF OF THE SOUTH 15 ACRES OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF THE SOUTH 175.0 FEET OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, 214.17 FEET EAST OF THE WEST LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH PARALLEL WITH THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, 35.0 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID SOUTH 175.0 FEET, 50.0 FEET; THENCE NORTH PARALLEL WITH SAID WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, 105.0 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID SOUTH 175.0 FEET, 323.74 FEET FOR A PLACE OF BEGINNING; THENCE SOUTH PARALLEL WITH SAID WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, 140.0 FEET TO THE NORTH LINE OF SAID SOUTH 175.0 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE EAST ALONG SAID NORTH LINE OF THE SOUTH 175.0 FEET, 176.26 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH ALONG SAID EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, 140.0 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF THE SOUTH 175.0 FEET OF

Exhibit A

SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, 176.26 FEET MORE OR LESS TO THE PLACE OF BEGINNING, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, ON JANUARY 20, 1972 AS DOCUMENT NUMBER 21782711 IN COOK COUNTY, ILLINOIS.

Commonly known as 300 N. East River Road, Des Plaines, Illinois 60016

PIN: 09-09-400-023-0000

PARCEL 2A:

THAT PART OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12, SOUTH OF THE SOUTH LINE OF THE NORTH 50 RODS OF SAID SOUTHEAST 1/4, NORTH OF THE NORTH LINE OF THE SOUTH 175 FEET OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 9, AND EAST OF THE SOUTHEASTERLY LINE OF RAILROAD (EXCEPT THE EAST 176.26 FEET OF THE SOUTH 140 FEET) ALSO EXCEPT;

THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH RANGE 12, EAST OF THE 3RD P.M., DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 9 WITH THE NORTH LINE OF THE SOUTH 331.02 FEET OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 9; THENCE WEST PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, 241.0 FEET; THENCE NORTH 185.18 FEET TO A POINT 241.0 FEET WEST OF THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 9; THENCE EAST 241.0 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 9, 176.46 FEET NORTH OF THE PLACE OF BEGINNING; THENCE SOUTH ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 9, 176.46 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS;

ALSO EXCEPT;

THAT PART OF THE EAST 1/2 OF THE SOUTH 15 ACRES OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE 3RD P.M. DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF THE SOUTH 175.0 FEET OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4, 214.17 FEET EAST OF THE WEST LINE OF SAID EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE NORTH PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AFORESAID, A DISTANCE OF 35.00 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF THE SOUTH 175.0 FEET AFORESAID, A DISTANCE OF 50.0 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AFORESAID, A DISTANCE OF 105.0 FT; THENCE EAST PARALLEL WITH THE NORTH LINE OF THE SOUTH 175.0 FEET AFORESAID, A DISTANCE OF 323.74 FEET; THENCE SOUTH PARALLEL WITH SAID WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 140.0 FEET TO THE NORTH LINE OF THE 175.0 FEET OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AFORESAID; THENCE WEST ALONG THE SAID NORTH LINE OF THE SOUTH 175.0 FEET A DISTANCE OF 273.74 FEET TO THE PLACE OF BEGINNING.

Commonly known as 304 N. East River Road, Des Plaines, Illinois 60016

PIN: 09-09-400-025-0000

PARCEL 2B:

THE SOUTH 210 FEET OF THE NORTH 50 RODS OF THE WEST 80 RODS OF THE SOUTHEAST 1/4 OF SECTION 9 (EXCEPT THE NORTH 110 FEET THEREOF) IN TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF RAILROAD IN COOK COUNTY, ILLINOIS, EXCEPT THAT PART OF THE NORTH 50 RODS OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, 8.89 FEET NORTH OF THE SOUTH LINE OF THE NORTH 50 RODS OF THE SOUTHEAST 1/4 OF SAID SECTION 9; THENCE NORTH ALONG SAID EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 9, 201.11 FEET TO A POINT; THENCE WESTERLY ON A LINE FORMING AN ANGLE OF 89 DEGREES 36 MINUTES 18 SECONDS MEASURED SOUTH TO WEST, A DISTANCE OF 263.0 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 9, 197.69 FEET; THENCE EAST 263.0 FEET TO THE POINT OF BEGINNING, (EXCEPT THE EAST 33 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

AND:

THE NORTH 110 FEET OF THE SOUTH 210 FEET OF THE NORTH 50 RODS OF THE WEST 80 RODS OF THE SOUTHEAST 1/4 OF SECTION 9 IN TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF RAILROAD IN COOK COUNTY, ILLINOIS, EXCEPT THAT PART OF THE NORTH 50 RODS OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, 8.89 FEET NORTH OF THE SOUTH LINE OF THE NORTH 50 RODS OF THE SOUTHEAST 1/4 OF SAID SECTION 9; THENCE NORTH ALONG SAID EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 9, 201.11 FEET TO A POINT; THENCE WESTERLY ON A LINE FORMING AN ANGLE OF 89 DEGREES 36 MINUTES 18 SECONDS MEASURED SOUTH TO WEST, A DISTANCE OF 263.0 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 9, 197.69 FEET; THENCE EAST 263.00 FEET TO THE POINT OF BEGINNING, (EXCEPT THE EAST 33 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

Commonly known as 304 N. East River Road, Des Plaines, Illinois 60016

PIN: 09-09-400-027-0000 and 09-09-400-028-0000

PARCEL 3:

THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9 WITH THE NORTH LINE OF THE SOUTH 331.02 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE WEST PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, 241.0 FEET; THENCE NORTH 185.18 FEET TO A POINT 241.0 FEET WEST OF THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE EAST 241.0 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9, 176.46 FEET NORTH OF THE PLACE OF BEGINNING; THENCE SOUTH ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9, 176.46 FEET TO THE PLACE OF BEGINNING, (EXCEPT THAT PART FALLING IN EAST RIVER ROAD), IN COOK COUNTY, ILLINOIS.

Commonly known as 310 N. East River Road, Des Plaines, Illinois 60016

PIN: 09-09-400-024-0000

PARCEL 4:

THAT PART OF THE NORTH 50 RODS OF THE SOUTH EAST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4, 8.89 FEET NORTH OF THE SOUTH LINE OF THE NORTH 50 RODS OF THE SOUTH EAST 1/4 OF SAID SECTION 9 THENCE NORTH ALONG SAID EAST LINE OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 9, 201.11 FEET TO A POINT; THENCE WESTERLY ON A LINE FORMING AN ANGLE OF 89 DEGREES 36 MINUTES 18 SECONDS MEASURED SOUTH TO WEST, 263.00 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 9, 197.69 FEET; THENCE EAST 263.00 FEET TO THE POINT OF BEGINNING, (EXCEPT THE EAST 33.0 FEET THEREOF), ALL IN COOK COUNTY, ILLINOIS.

Commonly known as 330 N. East River Road, Des Plaines, Illinois 60016

PIN: 09-09-400-026-0000

EXHIBIT A-2 LEGAL DESCRIPTION OF CONTIGUOUS PARCELS

225 N. EAST RIVER ROAD PARCEL:

THAT PART OF THE NORTH 18 ½ ACRES OF THE SOUTH 38 ½ ACRES OF THE NORTH 70 ACRES OF THE EAST ½ OF THE SOUTHEAST ¼ OF FRACTIONAL SECTION 9, LYING NORTH OF THE SOUTH 175 FEET (MEASURED AT RIGHT ANGLES TO THE SOUTH LINE) OF THE WEST 400 FEET OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF FRACTIONAL SECTION 9, ALL IN TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND LYING WEST OF THE WESTERLY RIGHT-OF-WAY LINE OF THE ILLINOIS STATE TOLLWAY COMMISSION, IN COOK COUNTY, ILLINOIS.

Commonly known as 225 N. East River Road, Des Plaines, Illinois 60016

PIN: 09-09-400-021-0000

301 N. EAST RIVER ROAD PARCEL:

THE SOUTH 132.0 FEET (AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE THEREOF) OF THAT PART LYING WEST OF THE WEST LINE AND THE WEST LINE EXTENDED SOUTHERLY OF THE PROPERTY CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION BY WARRANTY DEED DATED NOVEMBER 15, 1956, AND RECORDED NOVEMBER 30, 1956 AS DOCUMENT NO. 16768884 OF THE NORTH 29.89 ACRES OF THE NORTHEAST ¼ OF THE SOUTHEAST ½ OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THAT PART OF THE NORTH 3 RODS OF THE SOUTH 40 ACRES OF THE NORTH 70 ACRES OF THE EAST ½ OF THE SOUTHEAST ¼ OF FRACTIONAL SECTION 9, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WESTERLY LINE AND THE WESTERLY LINE EXTENDED SOUTHERLY OF THE PROPERTY CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION BY WARRANTY DEED DATED MARCH 25, 1957 AND RECORDED APRIL 4, 1957 AS DOCUMENT NO. 16868667, ALL IN COOK COUNTY, ILLINOIS.

Commonly known as 301 N. East River Road, Des Plaines, Illinois 60016

PIN: 09-09-400-035-0000

CITY OF DES PLAINES

ORDINANCE A - 1 - 17

AN ORDINANCE ANNEXING 225, 300, 301, 304, 310, 330 N. EAST RIVER ROAD TO THE CITY OF DES PLAINES. (17-069-PPUD-SUB-MAP).

WHEREAS, Dubin Holdings, Inc. ("**Developer**") is the contract purchaser of those parcels of real property commonly known as 300, 304, 310, 330 N. East River Road (collectively, the "**Development Parcel**") which are located in unincorporated Cook County; and

WHEREAS, the Development Property is located directly across N. East River Road from two parcels also located in unincorporated Cook County ("**Contiguous Parcels**"), (i) 225 N. East River Road which is owned by Frank Sciannameo, Carmela Sciannameo and Maria C Sciannameo, not as tenants in common but as joint tenants; and (ii) 301 N. East River Road which is owned by Joseph D Vitulli & Marry M Vitulli, Lakeside Bank Trust# 3057 pursuant Trust Agreement dated the March 1, 1989 (collectively, the "**Contiguous Owners**"); and

WHEREAS, the Contiguous Parcels are located in Cook County with the 225 N. River Road parcel contiguous to the corporate limits of the City and the 301 N. River Road parcel located directly to the north; and

WHEREAS, The Developer and the Contiguous Owners have filed with the Village petitions seeking annexation of the Development Property and the Contiguous Parcels to the City all in accordance with Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8 ("**Annexation Petitions**"); and

WHEREAS, the Development Property is currently improved with two single family homes which will be demolished after annexation and the Contiguous Parcels are improved with single family homes which are and will remain occupied; and

WHEREAS, the Developer desires to develop a residential planned development consisting of 39 single family homes ("**Proposed Development**") on the Development Property; and

WHEREAS, on October 19, 2017, the notice of this annexation was delivered to the North Maine Fire Protection District and the Trustees thereof and on October 19, 2017, the notice of this annexation was delivered to the Niles-Maine District Library and the officers thereof; and

WHEREAS, on November 6, 2017, the City Council of the City of Des Plaines approved an Annexation Agreement for the Development Property and the Contiguous Parcels between the City and the Developer ("**Annexation Agreement**") pursuant to Resolution No. R-174-17, pursuant to which the City agreed to annex the Development Property and Contiguous Parcels; and

WHEREAS, the City Council hereby find that the annexation of the Development Property and the Contiguous Parcels will serve the best interests of the City;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1. RECITALS. The recitals set forth above are incorporated herein by reference and made a part hereof, the same constituting the factual basis for the annexation and zoning classification set forth herein.

SECTION 2. REAL ESTATE ANNEXED. As authorized by Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, the City of Des Plaines shall, and does hereby, annex the Development Property and the Contiguous Parcels pursuant to a petitions executed by the the Developer and the Contiguous Owners.

SECTION 3. MAP OF ANNEXATION. A Plat of Annexation of the Development Property and the Contiguous Parcels is attached as *Exhibit B* and, by this reference, made a part of this Ordinance.

SECTION 4. RECORDATION. The City Clerk shall be, and is hereby, authorized and directed to cause a certified copy of this Ordinance, together with Exhibits A and B, to be recorded with the Office of the Cook County Recorder upon satisfaction of the conditions listed in Section 6 of this Ordinance.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall be in full force and effect upon:

- A. its passage and publication in pamphlet form in the manner required by law;
- B. execution and recordation of the Annexation Agreement;
- C. payment by the Developer of all amounts due pursuant to Section 11 of the Agreement; and
- D. the occurrence of the “Evidence of Title Date” as defined in the Annexation Agreement.

[SIGNATURE PAGE FOLLOWS]

Exhibit A-1

PASSED this ____ day of _____, 2017.

APPROVED this ____ day of _____, 2017.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

CITY CLERK

Published in pamphlet form this
____ day of _____, 2017.

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

EXHIBIT A

LEGAL DESCRIPTIONS

EXHIBIT A-1 LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY

PARCEL 1A:

THAT PART OF THE EAST 1/2 OF THE SOUTH 15 ACRES OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF THE SOUTH 175.0 FEET OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4, 214.17 FEET EAST OF THE WEST LINE OF SAID EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE NORTH PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, 35.0 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID SOUTH 175.0 FEET, 50.0 FEET; THENCE NORTH PARALLEL WITH SAID WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, 105.0 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID SOUTH 175.0 FEET, 323.74 FEET; THENCE SOUTH PARALLEL WITH SAID WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, 140.0 FEET TO THE NORTH LINE OF SAID SOUTH 175.0 FEET OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE WEST ALONG SAID NORTH LINE OF THE SOUTH 175.0 FEET, 273.74 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Commonly known as 300 N. East River Road, Des Plaines, Illinois 60016

PIN: 09-09-400-016-0000

PARCEL 1B:

THAT PART OF THE EAST HALF OF THE SOUTH 15 ACRES OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF THE SOUTH 175.0 FEET OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, 214.17 FEET EAST OF THE WEST LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH PARALLEL WITH THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, 35.0 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID SOUTH 175.0 FEET, 50.0 FEET; THENCE NORTH PARALLEL WITH SAID WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, 105.0 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID SOUTH 175.0 FEET, 323.74 FEET FOR A PLACE OF BEGINNING; THENCE SOUTH PARALLEL WITH SAID WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, 140.0 FEET TO THE

NORTH LINE OF SAID SOUTH 175.0 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE EAST ALONG SAID NORTH LINE OF THE SOUTH 175.0 FEET, 176.26 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH ALONG SAID EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, 140.0 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF THE SOUTH 175.0 FEET OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, 176.26 FEET MORE OR LESS TO THE PLACE OF BEGINNING, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, ON JANUARY 20, 1972 AS DOCUMENT NUMBER 21782711 IN COOK COUNTY, ILLINOIS.

Commonly known as 300 N. East River Road, Des Plaines, Illinois 60016

PIN: 09-09-400-023-0000

PARCEL 2A:

THAT PART OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12, SOUTH OF THE SOUTH LINE OF THE NORTH 50 RODS OF SAID SOUTHEAST 1/4, NORTH OF THE NORTH LINE OF THE SOUTH 175 FEET OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 9, AND EAST OF THE SOUTHEASTERLY LINE OF RAILROAD (EXCEPT THE EAST 176.26 FEET OF THE SOUTH 140 FEET) ALSO EXCEPT;

THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH RANGE 12, EAST OF THE 3RD P.M., DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 9 WITH THE NORTH LINE OF THE SOUTH 331.02 FEET OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 9; THENCE WEST PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, 241.0 FEET; THENCE NORTH 185.18 FEET TO A POINT 241.0 FEET WEST OF THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 9; THENCE EAST 241.0 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 9, 176.46 FEET NORTH OF THE PLACE OF BEGINNING; THENCE SOUTH ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 9, 176.46 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS;

ALSO EXCEPT;

THAT PART OF THE EAST 1/2 OF THE SOUTH 15 ACRES OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE 3RD P.M. DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF THE SOUTH 175.0 FEET OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4, 214.17 FEET EAST OF THE WEST LINE OF SAID EAST 1/2 OF THE NORTHWEST 1/4 OF THE

SOUTHEAST 1/4; THENCE NORTH PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AFORESAID, A DISTANCE OF 35.00 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF THE SOUTH 175.0 FEET AFORESAID, A DISTANCE OF 50.0 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AFORESAID, A DISTANCE OF 105.0 FT; THENCE EAST PARALLEL WITH THE NORTH LINE OF THE SOUTH 175.0 FEET AFORESAID, A DISTANCE OF 323.74 FEET; THENCE SOUTH PARALLEL WITH SAID WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 140.0 FEET TO THE NORTH LINE OF THE 175.0 FEET OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AFORESAID; THENCE WEST ALONG THE SAID NORTH LINE OF THE SOUTH 175.0 FEET A DISTANCE OF 273.74 FEET TO THE PLACE OF BEGINNING.

Commonly known as 304 N. East River Road, Des Plaines, Illinois 60016

PIN: 09-09-400-025-0000

PARCEL 2B:

THE SOUTH 210 FEET OF THE NORTH 50 RODS OF THE WEST 80 RODS OF THE SOUTHEAST 1/4 OF SECTION 9 (EXCEPT THE NORTH 110 FEET THEREOF) IN TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF RAILROAD IN COOK COUNTY, ILLINOIS, EXCEPT THAT PART OF THE NORTH 50 RODS OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, 8.89 FEET NORTH OF THE SOUTH LINE OF THE NORTH 50 RODS OF THE SOUTHEAST 1/4 OF SAID SECTION 9; THENCE NORTH ALONG SAID EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 9, 201.11 FEET TO A POINT; THENCE WESTERLY ON A LINE FORMING AN ANGLE OF 89 DEGREES 36 MINUTES 18 SECONDS MEASURED SOUTH TO WEST, A DISTANCE OF 263.0 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 9, 197.69 FEET; THENCE EAST 263.0 FEET TO THE POINT OF BEGINNING, (EXCEPT THE EAST 33 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

AND:

THE NORTH 110 FEET OF THE SOUTH 210 FEET OF THE NORTH 50 RODS OF THE WEST 80 RODS OF THE SOUTHEAST 1/4 OF SECTION 9 IN TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF RAILROAD IN COOK COUNTY, ILLINOIS, EXCEPT THAT PART OF THE NORTH 50 RODS OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, 8.89 FEET NORTH OF THE SOUTH LINE OF THE NORTH 50 RODS OF THE SOUTHEAST 1/4 OF SAID SECTION 9; THENCE NORTH ALONG SAID EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 9, 201.11 FEET TO A POINT; THENCE WESTERLY ON A LINE FORMING AN ANGLE OF 89 DEGREES 36 MINUTES 18 SECONDS MEASURED SOUTH TO WEST, A DISTANCE OF 263.0 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 9, 197.69 FEET; THENCE EAST 263.00 FEET TO THE POINT OF BEGINNING, (EXCEPT THE EAST 33 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

Commonly known as 304 N. East River Road, Des Plaines, Illinois 60016

PIN: 09-09-400-027-0000 and 09-09-400-028-0000

PARCEL 3:

THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9 WITH THE NORTH LINE OF THE SOUTH 331.02 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE WEST PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, 241.0 FEET; THENCE NORTH 185.18 FEET TO A POINT 241.0 FEET WEST OF THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE EAST 241.0 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9, 176.46 FEET NORTH OF THE PLACE OF BEGINNING; THENCE SOUTH ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9, 176.46 FEET TO THE PLACE OF BEGINNING, (EXCEPT THAT PART FALLING IN EAST RIVER ROAD), IN COOK COUNTY, ILLINOIS.

Commonly known as 310 N. East River Road, Des Plaines, Illinois 60016

PIN: 09-09-400-024-0000

PARCEL 4:

THAT PART OF THE NORTH 50 RODS OF THE SOUTH EAST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4, 8.89 FEET NORTH OF THE SOUTH LINE OF THE NORTH 50 RODS OF THE SOUTH EAST 1/4 OF SAID SECTION 9 THENCE NORTH ALONG SAID EAST LINE OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 9, 201.11 FEET TO A POINT; THENCE WESTERLY ON A LINE FORMING AN

ANGLE OF 89 DEGREES 36 MINUTES 18 SECONDS MEASURED SOUTH TO WEST, 263.00 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 9, 197.69 FEET; THENCE EAST 263.00 FEET TO THE POINT OF BEGINNING, (EXCEPT THE EAST 33.0 FEET THEREOF), ALL IN COOK COUNTY, ILLINOIS.

Commonly known as 330 N. East River Road, Des Plaines, Illinois 60016

PIN: 09-09-400-026-0000

EXHIBIT A-2 LEGAL DESCRIPTION OF CONTIGUOUS PARCELS

225 N. EAST RIVER ROAD PARCEL:

THAT PART OF THE NORTH 18 ½ ACRES OF THE SOUTH 38 ½ ACRES OF THE NORTH 70 ACRES OF THE EAST ½ OF THE SOUTHEAST ¼ OF FRACTIONAL SECTION 9, LYING NORTH OF THE SOUTH 175 FEET (MEASURED AT RIGHT ANGLES TO THE SOUTH LINE) OF THE WEST 400 FEET OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF FRACTIONAL SECTION 9, ALL IN TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND LYING WEST OF THE WESTERLY RIGHT-OF-WAY LINE OF THE ILLINOIS STATE TOLLWAY COMMISSION, IN COOK COUNTY, ILLINOIS.

Commonly known as 225 N. East River Road, Des Plaines, Illinois 60016

PIN: 09-09-400-021-0000

301 N. EAST RIVER ROAD PARCEL:

THE SOUTH 132.0 FEET (AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE THEREOF) OF THAT PART LYING WEST OF THE WEST LINE AND THE WEST LINE EXTENDED SOUTHERLY OF THE PROPERTY CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION BY WARRANTY DEED DATED NOVEMBER 15, 1956, AND RECORDED NOVEMBER 30, 1956 AS DOCUMENT NO. 16768884 OF THE NORTH 29.89 ACRES OF THE NORTHEAST ¼ OF THE SOUTHEAST ½ OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THAT PART OF THE NORTH 3 RODS OF THE SOUTH 40 ACRES OF THE NORTH 70 ACRES OF THE EAST ½ OF THE SOUTHEAST ¼ OF FRACTIONAL SECTION 9, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WESTERLY LINE AND THE WESTERLY LINE EXTENDED SOUTHERLY OF THE PROPERTY CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION BY WARRANTY DEED DATED MARCH 25, 1957 AND RECORDED APRIL 4, 1957 AS DOCUMENT NO. 16868667, ALL IN COOK COUNTY, ILLINOIS.

Commonly known as 301 N. East River Road, Des Plaines, Illinois 60016

PIN: 09-09-400-035-0000

CITY OF DES PLAINES

ORDINANCE Z - 25 - 17

AN ORDINANCE APPROVING A ZONING MAP AMENDMENT FOR 225, 301, 300, 304, 310, 330 N. EAST RIVER ROAD, DES PLAINES, ILLINOIS. (Case #17-069-PPUD-SUB-MAP).

WHEREAS, Dubin Holdings, Inc. ("**Developer**") is the contract purchaser of those parcels of real property commonly known as 300, 304, 310, 330 N. East River Road (collectively, the "**Development Parcel**") which are located in unincorporated Cook County; and

WHEREAS, the Development Property is located directly across N. East River Road from two parcels also located in unincorporated Cook County ("**Contiguous Parcels**") (i) 225 N. East River Road which is owned by Frank Sciannameo, Carmela Sciannameo and Maria C Sciannameo, not as tenants in common but as joint tenants; and (ii) 301 N. East River Road which is owned by Joseph D Vitulli & Marry M Vitulli, Lakeside Bank Trust# 3057 pursuant Trust Agreement dated the March 1, 1989 (collectively, the "**Contiguous Owners**"); and

WHEREAS, the Contiguous Parcels are located in Cook County with the 225 N. River Road parcel contiguous to the corporate limits of the City and the 301 N. River Road parcel located directly to the north; and

WHEREAS, the Developer and the Contiguous Owners have filed with the Village petitions seeking annexation of the Development Property and the Contiguous Parcels to the City all in accordance with Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8 ("**Annexation Petitions**"); and

WHEREAS, the Development Property is currently improved with two single family homes which will be demolished after annexation and the Contiguous Parcels are improved with single family homes which are and will remain occupied; and

WHEREAS, the Developer desires to develop a residential planned development consisting of 39 single family homes ("**Proposed Development**") on the Development Property; and

WHEREAS, on November 6, 2017, the City Council of the City of Des Plaines approved an Annexation Agreement for the Development Property and the Contiguous Parcels between the City and the Developer ("**Annexation Agreement**") pursuant to Resolution No. R-174-17, pursuant to which the City agreed to zone the Development Property and Contiguous Parcels into the R-1 Single-Family Residential District; and

WHEREAS, also on November 6, 2017, the City Council approved Ordinance No. A-1-17 annexing the Development Property and the Contiguous Parcels to the City of Des Plaines; and

WHEREAS, the City of Des Plaines Zoning Ordinance of 1998, as amended, is codified as Title 12 of the City Code of the City of Des Plaines ("**Zoning Ordinance**"); and

WHEREAS, pursuant to Sections 12-3-7 of the Zoning Ordinance, the Developer and the Contiguous Owners (collectively, the "**Petitioners**") filed applications with the City for the approval of a map amendment ("**Proposed Map Amendment**") to the "Zoning Map of the City of Des Plaines" ("**Zoning Map**") to classify the Development Property and the Contiguous Parcels to the R-1 Single Family Residential District; and

WHEREAS, within fifteen (15) days after the receipt thereof, the Petitioners' application was referred by the Department of Community and Economic Development to the Planning and Zoning Board of the City of Des Plaines ("**Board**"); and

WHEREAS, within ninety (90) days after the date of the Petitioners' application, a public hearing was held by the Board on September 26, 2017, pursuant to publication in the *Des Plaines Journal* on September 8, 2017; and

WHEREAS, notice of the public hearing was mailed to all property owners within 300 feet of the Development Property and the Contiguous Parcels; and

WHEREAS, during the public hearing the Board heard competent testimony and received evidence with respect to how the Petitioners intended to satisfy and comply with the provisions of the Zoning Ordinance; and

WHEREAS, pursuant to Sections 12-3-6 and 12-3-7 of the Zoning Ordinance, the Board filed a written report with the City Council on October 10, 2017, summarizing the testimony and evidence received by the Board and stating its recommendation, by a vote of 6-1, to approve the Proposed Map Amendment, subject to conditions; and

WHEREAS, the Petitioners made representations to the Board with respect to the Proposed Map Amendment, which representations are hereby found by the City Council to be material and upon which the City Council relies in approving the Proposed Map Amendment; and

WHEREAS, the City Council has considered the written report of the Board, the applicable standards for map amendments set forth in the Zoning Ordinance, and the Community and Economic Development Staff Memorandum dated October 10, 2017, and has determined that it is in the best interest of the City and the public to approve the Proposed Map Amendment in accordance with the provisions of this Ordinance;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1. RECITALS. The recitals set forth above are incorporated herein by reference and made a part hereof, the same constituting the factual basis for the approval of the Proposed Map Amendment.

SECTION 2. LEGAL DESCRIPTION OF THE SUBJECT PROPERTIES.

A. The Development Property is legally described as:

PARCEL 1A:

THAT PART OF THE EAST 1/2 OF THE SOUTH 15 ACRES OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF THE SOUTH 175.0 FEET OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4, 214.17 FEET EAST OF THE WEST LINE OF SAID EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE NORTH PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, 35.0 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID SOUTH 175.0 FEET, 50.0 FEET; THENCE NORTH PARALLEL WITH SAID WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, 105.0 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID SOUTH 175.0 FEET, 323.74 FEET; THENCE SOUTH PARALLEL WITH SAID WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, 140.0 FEET TO THE NORTH LINE OF SAID SOUTH 175.0 FEET OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE WEST ALONG SAID NORTH LINE OF THE SOUTH 175.0 FEET, 273.74 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 09-09-400-016-0000

Commonly known as 300 N. East River Road, Des Plaines, Illinois 60016

PARCEL 1B:

THAT PART OF THE EAST HALF OF THE SOUTH 15 ACRES OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF THE SOUTH 175.0 FEET OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, 214.17 FEET EAST OF THE WEST LINE OF SAID EAST HALF OF THE NORTHWEST

QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH PARALLEL WITH THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, 35.0 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID SOUTH 175.0 FEET, 50.0 FEET; THENCE NORTH PARALLEL WITH SAID WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, 105.0 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID SOUTH 175.0 FEET, 323.74 FEET FOR A PLACE OF BEGINNING; THENCE SOUTH PARALLEL WITH SAID WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, 140.0 FEET TO THE NORTH LINE OF SAID SOUTH 175.0 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE EAST ALONG SAID NORTH LINE OF THE SOUTH 175.0 FEET, 176.26 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH ALONG SAID EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, 140.0 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF THE SOUTH 175.0 FEET OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, 176.26 FEET MORE OR LESS TO THE PLACE OF BEGINNING, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, ON JANUARY 20, 1972 AS DOCUMENT NUMBER 21782711 IN COOK COUNTY, ILLINOIS.

PIN: 09-09-400-023-0000

Commonly known as 300 N. East River Road, Des Plaines, Illinois 60016

PARCEL 2A:

THAT PART OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12, SOUTH OF THE SOUTH LINE OF THE NORTH 50 RODS OF SAID SOUTHEAST 1/4, NORTH OF THE NORTH LINE OF THE SOUTH 175 FEET OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 9, AND EAST OF THE SOUTHEASTERLY LINE OF RAILROAD (EXCEPT THE EAST 176.26 FEET OF THE SOUTH 140 FEET) ALSO EXCEPT;

THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH RANGE 12, EAST OF THE 3RD P.M., DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 9 WITH THE NORTH LINE OF THE SOUTH 331.02 FEET OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 9; THENCE WEST PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, 241.0 FEET; THENCE

NORTH 185.18 FEET TO A POINT 241.0 FEET WEST OF THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 9; THENCE EAST 241.0 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 9, 176.46 FEET NORTH OF THE PLACE OF BEGINNING; THENCE SOUTH ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 9, 176.46 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS;

ALSO EXCEPT;

THAT PART OF THE EAST 1/2 OF THE SOUTH 15 ACRES OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE 3RD P.M. DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF THE SOUTH 175.0 FEET OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4, 214.17 FEET EAST OF THE WEST LINE OF SAID EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE NORTH PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AFORESAID, A DISTANCE OF 35.00 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF THE SOUTH 175.0 FEET AFORESAID, A DISTANCE OF 50.0 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AFORESAID, A DISTANCE OF 105.0 FT; THENCE EAST PARALLEL WITH THE NORTH LINE OF THE SOUTH 175.0 FEET AFORESAID, A DISTANCE OF 323.74 FEET; THENCE SOUTH PARALLEL WITH SAID WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 140.0 FEET TO THE NORTH LINE OF THE 175.0 FEET OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AFORESAID; THENCE WEST ALONG THE SAID NORTH LINE OF THE SOUTH 175.0 FEET A DISTANCE OF 273.74 FEET TO THE PLACE OF BEGINNING.

PIN: 09-09-400-025-0000

Commonly known as 304 N. East River Road, Des Plaines, Illinois 60016

PARCEL 2B:

THE SOUTH 210 FEET OF THE NORTH 50 RODS OF THE WEST 80 RODS OF THE SOUTHEAST 1/4 OF SECTION 9 (EXCEPT THE NORTH 110 FEET THEREOF) IN TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF RAILROAD IN COOK COUNTY, ILLINOIS, EXCEPT THAT PART OF THE NORTH 50 RODS OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, 8.89 FEET NORTH OF THE SOUTH LINE OF THE NORTH 50 RODS OF THE SOUTHEAST 1/4 OF SAID SECTION 9; THENCE NORTH ALONG SAID EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 9, 201.11 FEET TO A POINT; THENCE WESTERLY ON A LINE FORMING AN ANGLE OF 89 DEGREES 36 MINUTES 18 SECONDS MEASURED SOUTH TO WEST, A DISTANCE OF 263.0 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 9, 197.69 FEET; THENCE EAST 263.0 FEET TO THE POINT OF BEGINNING, (EXCEPT THE EAST 33 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

AND:

THE NORTH 110 FEET OF THE SOUTH 210 FEET OF THE NORTH 50 RODS OF THE WEST 80 RODS OF THE SOUTHEAST 1/4 OF SECTION 9 IN TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF RAILROAD IN COOK COUNTY, ILLINOIS, EXCEPT THAT PART OF THE NORTH 50 RODS OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, 8.89 FEET NORTH OF THE SOUTH LINE OF THE NORTH 50 RODS OF THE SOUTHEAST 1/4 OF SAID SECTION 9; THENCE NORTH ALONG SAID EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 9, 201.11 FEET TO A POINT; THENCE WESTERLY ON A LINE FORMING AN ANGLE OF 89 DEGREES 36 MINUTES 18 SECONDS MEASURED SOUTH TO WEST, A DISTANCE OF 263.0 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 9, 197.69 FEET; THENCE EAST 263.00 FEET TO THE POINT OF BEGINNING, (EXCEPT THE EAST 33 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

PIN: 09-09-400-027-0000 and 09-09-400-028-0000

Commonly known as 304 N. East River Road, Des Plaines, Illinois 60016

PARCEL 3:

THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF

THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9 WITH THE NORTH LINE OF THE SOUTH 331.02 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE WEST PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER , 241.0 FEET; THENCE NORTH 185.18 FEET TO A POINT 241.0 FEET WEST OF THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE EAST 241.0 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9, 176.46 FEET NORTH OF THE PLACE OF BEGINNING; THENCE SOUTH ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9, 176.46 FEET TO THE PLACE OF BEGINNING, (EXCEPT THAT PART FALLING IN EAST RIVER ROAD), IN COOK COUNTY, ILLINOIS.

PIN: 09-09-400-024-0000

Commonly known as 310 N. East River Road, Des Plaines, Illinois 60016

PARCEL 4:

THAT PART OF THE NORTH 50 RODS OF THE SOUTH EAST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4, 8.89 FEET NORTH OF THE SOUTH LINE OF THE NORTH 50 RODS OF THE SOUTH EAST 1/4 OF SAID SECTION 9 THENCE NORTH ALONG SAID EAST LINE OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 9, 201.11 FEET TO A POINT; THENCE WESTERLY ON A LINE FORMING AN ANGLE OF 89 DEGREES 36 MINUTES 18 SECONDS MEASURED SOUTH TO WEST, 263.00 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 9, 197.69 FEET; THENCE EAST 263.00 FEET TO THE POINT OF BEGINNING, (EXCEPT THE EAST 33.0 FEET THEREOF), ALL IN COOK COUNTY, ILLINOIS.

PIN: 09-09-400-026-0000

Commonly known as 330 N. East River Road, Des Plaines, Illinois 60016

B. The Contiguous Parcels are legally described as:

225 N. EAST RIVER ROAD PARCEL:

THAT PART OF THE NORTH 18 ½ ACRES OF THE SOUTH 38 ½ ACRES OF THE NORTH 70 ACRES OF THE EAST ½ OF THE SOUTHEAST ¼ OF

FRACTIONAL SECTION 9, LYING NORTH OF THE SOUTH 175 FEET (MEASURED AT RIGHT ANGLES TO THE SOUTH LINE) OF THE WEST 400 FEET OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF FRACTIONAL SECTION 9, ALL IN TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND LYING WEST OF THE WESTERLY RIGHT-OF-WAY LINE OF THE ILLINOIS STATE TOLLWAY COMMISSION, IN COOK COUNTY, ILLINOIS.

PIN: 09-09-400-021-0000

Commonly known as 225 N. East River Road, Des Plaines, Illinois 60016

301 N. EAST RIVER ROAD PARCEL:

THE SOUTH 132.0 FEET (AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE THEREOF) OF THAT PART LYING WEST OF THE WEST LINE AND THE WEST LINE EXTENDED SOUTHERLY OF THE PROPERTY CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION BY WARRANTY DEED DATED NOVEMBER 15, 1956, AND RECORDED NOVEMBER 30, 1956 AS DOCUMENT NO. 16768884 OF THE NORTH 29.89 ACRES OF THE NORTHEAST ¼ OF THE SOUTHEAST ½ OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THAT PART OF THE NORTH 3 RODS OF THE SOUTH 40 ACRES OF THE NORTH 70 ACRES OF THE EAST ½ OF THE SOUTHEAST ¼ OF FRACTIONAL SECTION 9, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WESTERLY LINE AND THE WESTERLY LINE EXTENDED SOUTHERLY OF THE PROPERTY CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION BY WARRANTY DEED DATED MARCH 25, 1957 AND RECORDED APRIL 4, 1957 AS DOCUMENT NO. 16868667, ALL IN COOK COUNTY, ILLINOIS.

PIN: 09-09-400-035-0000

Commonly known as 301 N. East River Road, Des Plaines, Illinois 60016

SECTION 3. APPROVAL OF PROPOSED MAP AMENDMENT. Subject to and contingent upon the conditions set forth in Section 4 of this Ordinance, and pursuant to Section 12-3-7 of the Zoning Ordinance, the City Council has considered the factors relevant to the approval of map amendments and has determined that the procedure for the review of map amendments has been satisfied. The City Council hereby approves the Proposed Map

Amendment, and the Zoning Map is hereby amended to classify the Development Property and the Contiguous Parcels in the R-1 Single-Family Residential District.

SECTION 4. CONDITIONS OF APPROVAL. The approval of the Proposed Map Amendment granted pursuant to Section 3 of this Ordinance is expressly subject to and contingent upon compliance by the Petitioners with each and all of the following conditions, all at the sole cost and expense of the Petitioners:

- A. the Petitioners must pay all applicable fees for building permits and related approvals; and
- B. the occurrence of all of the conditions precedent for the effective date of this Ordinance as set forth in Section 5 of this Ordinance.

SECTION 5. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after the occurrence of the following:

- A. its passage and publication in pamphlet form in the manner required by law;
- B. execution and recordation of the Annexation Agreement;
- C. payment by the Developer of all amounts due pursuant to Section 11 of the Agreement; and
- D. the occurrence of the “Evidence of Title Date” as defined in the Annexation Agreement.

SECTION 6. SEVERABILITY. If any paragraph, section, clause or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

[SIGNATURE PAGE FOLLOWS]

PASSED this _____ day of _____, 2017.

APPROVED this _____ day of _____, 2017.

VOTE: AYES _____ NAYS _____ ABSENT _____

MAYOR

ATTEST:

CITY CLERK

Published in pamphlet form this
_____ day of _____, 2016.

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

CITY OF DES PLAINES

ORDINANCE Z - 28 - 17

AN ORDINANCE APPROVING A PRELIMINARY PLANNED UNIT DEVELOPMENT FOR 300, 304, 310, 330 N. EAST RIVER ROAD, DES PLAINES, ILLINOIS. (Case #17-069-PPUD-SUB-MAP).

WHEREAS, Dubin Holdings, Inc. ("**Petitioner**") is the contract purchaser of those parcels of real property commonly known as 300, 304, 310, 330 N. East River Road (collectively, the "**Development Property**") which are located in unincorporated Cook County; and

WHEREAS, the Development Property is comprised of 6.584 acres located in unincorporated Cook County; and

WHEREAS, the Petitioner desires to develop a residential planned development consisting of 39 single family homes ("**Proposed Development**") on the Development Property; and

WHEREAS, on November 6, 2017, the City Council of the City of Des Plaines approved an Annexation and Development Agreement for the Development Property and the Contiguous Parcels between the City and the Petitioner ("**Annexation Agreement**") pursuant to Resolution No. R-174-17, pursuant to which the City agreed to approve a Preliminary Planned Unit Development for the Proposed Development on the Development Property; and

WHEREAS, also on November 6, 2017, the City Council approved (i) Ordinance No. A-1-17 annexing the Development Property to the City of Des Plaines; and (ii) Ordinance No. Z-25-17 zoning the Development Property to the R-1 Single Family Residential District; and

WHEREAS, pursuant to Sections 12-3-7 and 12-3-5 of the City of Des Plaines Zoning Ordinance ("**Zoning Ordinance**") and Title 13 of the City Code of the City of Des Plaines, as amended ("**Subdivision Regulations**"), the Petitioner filed, with the consent of the City, an application with the City for the approval of: (i) a tentative plat of subdivision for the Development Property ("**Proposed Tentative Plat of Subdivision**"); and (ii) a preliminary plat of planned unit development of the Development Property ("**Proposed Preliminary Plat of PUD**"), including certain proposed exceptions within the proposed planned unit development; and

WHEREAS, within fifteen (15) days after the receipt thereof, the Petitioner's application was referred by the Department of Community and Economic Development to the City's Planning and Zoning Board ("**Board**"); and

WHEREAS, within ninety (90) days after the date of the Petitioners' application, a public hearing was held by the Board on September 26, 2017, pursuant to publication in the *Des Plaines Journal* on September 8, 2017; and

WHEREAS, notice of the public hearing was mailed to all property owners within 300

feet of the Development Property; and

WHEREAS, during the public hearing the Board heard competent testimony and received evidence with respect to how the Petitioner intended to satisfy and comply with the provisions of the Zoning Ordinance and the Subdivision Regulations; and

WHEREAS, pursuant to Sections 12-3-6 and 12-3-7 of the Zoning Ordinance, the Board filed a written report with the City Council on October 10, 2017, summarizing the testimony and evidence received by the Board and stating its recommendation, by a vote of 6-1, to (i) approve the Proposed Tentative Plat of Subdivision for the Development Property; and (ii) its recommendation, by a vote of 6-1, to approve the Proposed Preliminary Plat of PUD for the Development Property, subject to certain conditions; and

WHEREAS, the Petitioner made certain representations to the Board with respect to the Proposed Preliminary Plat of PUD, which representations are hereby found by the City Council to be material and upon which the City Council relies in approving the Proposed Preliminary Plat of PUD; and

WHEREAS, the City Council has considered the written report of the Board, the applicable standards for planned unit developments set forth in the Zoning Ordinance, and the Community and Economic Development Staff Memorandum dated October 10, 2017, and has determined that it is in the best interest of the City and the public to approve the Proposed Preliminary Plat of PUD in accordance with the provisions of this Ordinance;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1. RECITALS. The recitals set forth above are incorporated herein by reference and made a part hereof, the same constituting the factual basis for the approval of the Proposed Preliminary Plat of PUD.

SECTION 2. LEGAL DESCRIPTION OF THE DEVELOPMENT PROPERTY.

The Development Property is legally described as:

PARCEL 1A:

THAT PART OF THE EAST 1/2 OF THE SOUTH 15 ACRES OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF THE SOUTH 175.0 FEET OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4, 214.17 FEET EAST OF THE WEST LINE OF

SAID EAST ½ OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼; THENCE NORTH PARALLEL WITH THE WEST LINE OF THE EAST ½ OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼, 35.0 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID SOUTH 175.0 FEET, 50.0 FEET; THENCE NORTH PARALLEL WITH SAID WEST LINE OF THE EAST ½ OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼, 105.0 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID SOUTH 175.0 FEET, 323.74 FEET; THENCE SOUTH PARALLEL WITH SAID WEST LINE OF THE EAST ½ OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼, 140.0 FEET TO THE NORTH LINE OF SAID SOUTH 175.0 FEET OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼; THENCE WEST ALONG SAID NORTH LINE OF THE SOUTH 175.0 FEET, 273.74 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 09-09-400-016-0000

Commonly known as 300 N. East River Road, Des Plaines, Illinois 60016

PARCEL 1B:

THAT PART OF THE EAST HALF OF THE SOUTH 15 ACRES OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF THE SOUTH 175.0 FEET OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, 214.17 FEET EAST OF THE WEST LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH PARALLEL WITH THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, 35.0 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID SOUTH 175.0 FEET, 50.0 FEET; THENCE NORTH PARALLEL WITH SAID WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, 105.0 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID SOUTH 175.0 FEET, 323.74 FEET FOR A PLACE OF BEGINNING; THENCE SOUTH PARALLEL WITH SAID WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, 140.0 FEET TO THE NORTH LINE OF SAID SOUTH 175.0 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE EAST ALONG SAID NORTH LINE OF THE SOUTH 175.0 FEET, 176.26 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH ALONG SAID EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, 140.0 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF THE SOUTH 175.0 FEET OF SAID

NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, 176.26 FEET MORE OR LESS TO THE PLACE OF BEGINNING, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, ON JANUARY 20, 1972 AS DOCUMENT NUMBER 21782711 IN COOK COUNTY, ILLINOIS.

PIN: 09-09-400-023-0000

Commonly known as 300 N. East River Road, Des Plaines, Illinois 60016

PARCEL 2A:

THAT PART OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12, SOUTH OF THE SOUTH LINE OF THE NORTH 50 RODS OF SAID SOUTHEAST 1/4, NORTH OF THE NORTH LINE OF THE SOUTH 175 FEET OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 9, AND EAST OF THE SOUTHEASTERLY LINE OF RAILROAD (EXCEPT THE EAST 176.26 FEET OF THE SOUTH 140 FEET) ALSO EXCEPT;

THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH RANGE 12, EAST OF THE 3RD P.M., DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 9 WITH THE NORTH LINE OF THE SOUTH 331.02 FEET OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 9; THENCE WEST PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, 241.0 FEET; THENCE NORTH 185.18 FEET TO A POINT 241.0 FEET WEST OF THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 9; THENCE EAST 241.0 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 9, 176.46 FEET NORTH OF THE PLACE OF BEGINNING; THENCE SOUTH ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 9, 176.46 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS;

ALSO EXCEPT;

THAT PART OF THE EAST 1/2 OF THE SOUTH 15 ACRES OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE 3RD P.M. DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF THE SOUTH 175.0 FEET OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4, 214.17 FEET EAST OF THE WEST LINE OF SAID EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE NORTH PARALLEL WITH THE WEST

LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AFORESAID, A DISTANCE OF 35.00 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF THE SOUTH 175.0 FEET AFORESAID, A DISTANCE OF 50.0 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AFORESAID, A DISTANCE OF 105.0 FT; THENCE EAST PARALLEL WITH THE NORTH LINE OF THE SOUTH 175.0 FEET AFORESAID, A DISTANCE OF 323.74 FEET; THENCE SOUTH PARALLEL WITH SAID WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 140.0 FEET TO THE NORTH LINE OF THE 175.0 FEET OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AFORESAID; THENCE WEST ALONG THE SAID NORTH LINE OF THE SOUTH 175.0 FEET A DISTANCE OF 273.74 FEET TO THE PLACE OF BEGINNING.

PIN: 09-09-400-025-0000

Commonly known as 304 N. East River Road, Des Plaines, Illinois 60016

PARCEL 2B:

THE SOUTH 210 FEET OF THE NORTH 50 RODS OF THE WEST 80 RODS OF THE SOUTHEAST 1/4 OF SECTION 9 (EXCEPT THE NORTH 110 FEET THEREOF) IN TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF RAILROAD IN COOK COUNTY, ILLINOIS, EXCEPT THAT PART OF THE NORTH 50 RODS OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, 8.89 FEET NORTH OF THE SOUTH LINE OF THE NORTH 50 RODS OF THE SOUTHEAST 1/4 OF SAID SECTION 9; THENCE NORTH ALONG SAID EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 9, 201.11 FEET TO A POINT; THENCE WESTERLY ON A LINE FORMING AN ANGLE OF 89 DEGREES 36 MINUTES 18 SECONDS MEASURED SOUTH TO WEST, A DISTANCE OF 263.0 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 9, 197.69 FEET; THENCE EAST 263.0 FEET TO THE POINT OF BEGINNING, (EXCEPT THE EAST 33 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

AND:

THE NORTH 110 FEET OF THE SOUTH 210 FEET OF THE NORTH 50 RODS OF THE WEST 80 RODS OF THE SOUTHEAST 1/4 OF SECTION 9

IN TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF RAILROAD IN COOK COUNTY, ILLINOIS, EXCEPT THAT PART OF THE NORTH 50 RODS OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, 8.89 FEET NORTH OF THE SOUTH LINE OF THE NORTH 50 RODS OF THE SOUTHEAST 1/4 OF SAID SECTION 9; THENCE NORTH ALONG SAID EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 9, 201.11 FEET TO A POINT; THENCE WESTERLY ON A LINE FORMING AN ANGLE OF 89 DEGREES 36 MINUTES 18 SECONDS MEASURED SOUTH TO WEST, A DISTANCE OF 263.0 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 9, 197.69 FEET; THENCE EAST 263.00 FEET TO THE POINT OF BEGINNING, (EXCEPT THE EAST 33 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

PIN: 09-09-400-027-0000 and 09-09-400-028-0000

Commonly known as 304 N. East River Road, Des Plaines, Illinois 60016

PARCEL 3:

THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9 WITH THE NORTH LINE OF THE SOUTH 331.02 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE WEST PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, 241.0 FEET; THENCE NORTH 185.18 FEET TO A POINT 241.0 FEET WEST OF THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE EAST 241.0 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9, 176.46 FEET NORTH OF THE PLACE OF BEGINNING; THENCE SOUTH ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9, 176.46 FEET TO THE PLACE OF BEGINNING, (EXCEPT THAT PART FALLING IN EAST RIVER ROAD), IN COOK COUNTY, ILLINOIS.

PIN: 09-09-400-024-0000

Commonly known as 310 N. East River Road, Des Plaines, Illinois 60016

PARCEL 4:

THAT PART OF THE NORTH 50 RODS OF THE SOUTH EAST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4, 8.89 FEET NORTH OF THE SOUTH LINE OF THE NORTH 50 RODS OF THE SOUTH EAST 1/4 OF SAID SECTION 9 THENCE NORTH ALONG SAID EAST LINE OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 9, 201.11 FEET TO A POINT; THENCE WESTERLY ON A LINE FORMING AN ANGLE OF 89 DEGREES 36 MINUTES 18 SECONDS MEASURED SOUTH TO WEST, 263.00 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 9, 197.69 FEET; THENCE EAST 263.00 FEET TO THE POINT OF BEGINNING, (EXCEPT THE EAST 33.0 FEET THEREOF), ALL IN COOK COUNTY, ILLINOIS.

PIN: 09-09-400-026-0000

Commonly known as 330 N. East River Road, Des Plaines, Illinois 60016

SECTION 3. APPROVAL OF PROPOSED PRELIMINARY PLAT OF PUD.

Subject to and contingent upon the conditions set forth in Section 7 of this Ordinance, and pursuant to Section 12-3-5 of the Zoning Ordinance, the City Council hereby approves the Proposed Preliminary Plat of PUD, titled "PUD Site Plan" consisting of one sheet, prepared by Spaceco Inc., and with a latest revision date of July 2, 2017, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit A**. The City Council hereby directs the Zoning Administrator to accept the Proposed Preliminary Plat of PUD for the Development Property, subject to and contingent upon the conditions set forth in Section 7 of this Ordinance.

**SECTION 4. ACKNOWLEDGEMENT OF REQUEST FOR HEIGHT
EXCEPTION AND LOCALIZED ALTERNATIVE SIGN REGULATION.**

A. The City Council hereby acknowledges that pursuant to Section 12-3-5.C of the Zoning Ordinance, the Petitioner has requested, and the Proposed Preliminary Plat of PUD contemplates, the following exceptions to PUD exceptions from the R-1 Single-Family Residential Zoning District standards under Section 12-7-2(J) of the Zoning Ordinance:

1. Proposed minimum lot sizes of 4,299 to 8,113 square feet where 6,875 square feet for interior lots and 8,125 square feet for corner lots are respectively required;
2. Proposed minimum lot widths of 40 to 55 feet where 55 feet for interior lots and 65 feet for corner lots are respectively required;
3. Proposed minimum front yard setbacks of 20 feet where 25 feet is required, and
4. Proposed maximum total building coverage of 35% and 50% where only 30% for interior lots and 35% for corner lots are respectively permitted.

At the time of consideration of a proposed final plat of planned unit development (“*Final Plat of PUD*”) for the Development Property, a final plat of subdivision for the Development Property, and a final development plan for the Development Property, the City Council will consider the requested exceptions set forth in this Section 4.

**SECTION 5. SUBMISSION OF FINAL PLAT OF PLANNED UNIT
DEVELOPMENT AND FINAL PLAT OF SUBDIVISION.**

Pursuant to and in accordance with Section 12-3-5.D.3 of the Zoning Ordinance and Section 13-2-4 of the Subdivision Code, the

adoption of this Ordinance authorizes the Petitioner to submit a Final Plat of PUD for the Development Property and a final plat of subdivision for the Development Property to the City.

SECTION 6. EFFECT OF APPROVAL OF PROPOSED PRELIMINARY PLAT OF PUD. Pursuant to Section 12-3-5.D.3 of the Zoning Ordinance, the approval of the Proposed Preliminary Plat of PUD for the Development Property, as provided in Section 3 of this Ordinance, will not be deemed or interpreted as authorizing or entitling the development or the improvement of the Development Property in any manner whatsoever unless and until the City Council approves, by ordinance or resolution duly adopted, as the case may be: (i) a conditional use permit for a planned unit development for the Development Property, pursuant to Section 12-3-5.D.5 of the Zoning Ordinance; and (ii) a final plat of subdivision for the Development Property, pursuant to Section 13-2-8 of the Subdivision Regulations. Nothing herein will be deemed or interpreted as obligating or requiring the City Council to approve a conditional use permit for a planned unit development or a final plat of subdivision. Further, the City Council has no obligation to consider or approve a conditional use permit for a planned unit development or a final plat of subdivision unless and until:

- A. The Petitioner complies with the applicable procedures for the review and approval of a Final Plat of PUD for the Development Property, as set forth in Section 12-3-5.D.5 of the Zoning Ordinance; and
- B. The Petitioner complies with the applicable procedures for review and approval of a final plat of subdivision for the Development Property, as set forth in Chapter 2 of the Subdivision Regulations.

SECTION 7. CONDITIONS OF APPROVAL. The approval of the Proposed Preliminary Plat of PUD granted pursuant to Section 3 of this Ordinance is expressly subject to

and contingent upon compliance by the Petitioner with each and all of the following conditions, all at the sole cost and expense of the Petitioner:

- A. The Petitioner must prepare and submit to the City: (i) a Final Plat of PUD for the Development Property that meets all the requirements of Section 12-3-5 and Section 12-14-5 (Minimum Submittal requirements for PUDs) of the Zoning Ordinance; and (ii) a final plat of subdivision for the Subject Parcel; that meets all the requirements of the Subdivision Regulations.
- B. The Petitioner must pay all applicable fees for building permits and related approvals.
- C. The Petitioner must comply with the Annexation and Development Agreement by and between the City of Des Plaines and the Petitioner dated as of **[INSERT DATE]**.
- D. The Petitioner submit a noise attenuation study with the application for Final Planned Unit Development.
- E. The Petitioner submit full architectural elevations, in color, of all four sides of all potential home styles and models with the application for Final Planned Unit Development.
- F. The final plans submitted with the Final Plat of PUD shall be in substantial compliance with the following, subject only to changes approved by the City Council:
 - 1. PUD Site Plan prepared by Spaceco, Inc., consisting of one sheet with a latest revision date of July 20, 2017;

2. Preliminary Engineering Plans prepared by Spaceco, Inc., consisting of seven sheets with a latest revision date September 18, 2017;
3. Preliminary Landscape Plan prepared by Lakota Group, consisting of three sheets with a latest revision date of September 19, 2017; and
4. Tree Preservation Plan prepared by Spaceco, Inc. consisting of one sheet, and with a latest revision date of September 6, 2017.

SECTION 8: TIME PERIOD FOR SUBMISSION OF FINAL PLAT OF PLANNED UNIT DEVELOPMENT AND FINAL PLAT OF SUBDIVISION. Pursuant to and in accordance with the Annexation and Development Agreement, the Petitioner must submit for review and approval by the City: (a) a Final Plat of PUD for the Development Property no later than the date that is one year after the effective date of this Ordinance; and (b) a final plat of subdivision for the Development Property no later than the date that is one year after the effective date of the approval of the Proposed Tentative Plat of Subdivision by the Board. Provided, however, that these time periods may be extended by the City Council by resolution duly adopted.

SECTION 9. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

SECTION 10. SEVERABILITY. If any paragraph, section, clause or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 2017.

APPROVED this ____ day of _____, 2017.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

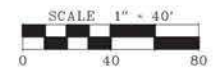
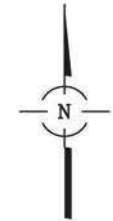
CITY CLERK

Published in pamphlet form this
____ day of _____, 2017.

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel



LEGEND

- HMA PAVEMENT
- CONCRETE SIDEWALK
- CONCRETE SIDEWALK HC RAMP (5' WIDE UNLESS NOTED)
- DEPRESSED CURB & GUTTER
- OPTIONAL PATIO ALLOWANCE (15' BY 30' ASSUMED)

NOTES:

1. THE SINGLE FAMILY RESIDENCE FLOOR PLANS HAVE A ROOF OVERHANG THAT ENEROACHES 2' INTO THE FRONT SETBACK.
2. ALL LOTS WILL HAVE BASEMENT WINDOW WELLS (MAXIMUM 3' X 6' PER WINDOW) THAT WILL ENEROACH INTO FRONT, REAR, AND SIDE YARDS. LOCATION TBD.
3. OTHER YARD ENEROACHMENTS INCLUDING, BUT NOT LIMITED TO, ARE AIR CONDITIONERS, GUTTERS, EAVES, DOWNSPOUTS, VENTS, SHEDS, STEPS, RETAINING WALLS, COMMON ELEMENTS, GENERATORS, ETC.
4. BUILDING FOOTPRINTS SHOWN ARE APPROXIMATE. PLEASE SEE THE BUILDING COVERAGE EXHIBITS FOR PROPOSED BUILDING FOOTPRINTS.
5. ASSUMED ON-STREET PARKING HAS BEEN DIMENSIONED BETWEEN DRIVEWAY CURB CUTS. MINIMUM LENGTH SHALL BE 22' BETWEEN ADJACENT DRIVEWAY CURB CUTS. ON-STREET PARKING TO BE LIMITED TO THE OUTER RING OF NIRE COURT. SIGNAGE/PAVEMENT MARKINGS TO DELINEATE ON-STREET PARKING SPACES TO BE COORDINATED WITH THE CITY OF DES PLAINES AT FINAL ENGINEERING.

SITE DATA:

TOTAL SITE AREA	6.584 ACRES
TOTAL OPEN SPACE/ PRIVATE PARK AREA (OUTLOT A)	0.409 ACRES
TOTAL DETENTION AREA (OUTLOT B)	0.692 ACRES
TOTAL PRIVATE ROADWAY (OUTLOT C)	1.201 ACRES
TOTAL LOT AREA	4.282 ACRES
TOTAL DEVELOPMENT AREA	6.584 ACRES
RESIDENTIAL DENSITY	5.92 DU/AC.

PARKING SUMMARY:

GARAGE	DRIVEWAY	ON-STREET	TOTAL
78	78	19	175



NO.	DATE	REMARKS

NO.	DATE	REMARKS
1	09/18/17	PER CITY

PUD SITE PLAN
300 EAST RIVER ROAD
DES PLAINES, ILLINOIS

CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

9575 W. Higgins Road, Suite 700,
Rosemont, Illinois 60018
Phone: (847) 694-4060 Fax: (847) 694-4065



SPACECO INC.

FILENAME:
8789P-PUD-SP

DATE:
07/20/17

JOB NO.
8789

SHEET
PUD-SP
1 OF 1



LEGEND

- APPROXIMATE LIMIT OF WORK
- EXISTING TREE TO REMAIN
- SHADE TREE, TYPICAL
- ORNAMENTAL TREE, TYPICAL
- EVERGREEN TREE, TYPICAL
- SHRUBS AND GRASSES, TYPICAL
- LAWN SEED
- STORMWATER SEED MIX
- PRAIRIE SEED MIX

NOTES

1. INDIVIDUAL LOTS TO BE LANDSCAPED BY OWNER.

300 E. RIVER RD.
LANDSCAPE PLAN

DES PLAINES, ILLINOIS
 Exhibit E

SCALE: 1"=30'
 0 15' 30' 60'
 NORTH

THE LAKOTA GROUP.

SEPTEMBER 19, 2017

PLANT SCHEDULE

SYMBOL	BOTANIC NAME	COMMON NAME	SIZE	REMARKS
DECIDUOUS TREES				
AF	<i>Acer x freemanii</i> 'Autumn Blaze'	Autumn Blaze Maple	2.5" caliper	B&B
CO	<i>Celtis occidentalis</i>	Common Hackberry	2.5" caliper	B&B
GT	<i>Gleditsia triacanthos inermis</i> 'Skyline'	Skyline Thornless Honeylocust	2.5" caliper	B&B
LS	<i>Liquidambar styraciflua</i>	American Sweet Gum	3" caliper	B&B
PCA	<i>Pyrus calleryana</i> 'Aristocrat'	Aristocrat Pear	2.5" caliper	B&B
QM	<i>Quercus macrocarpa</i>	Bur Oak	3" caliper	B&B
QR	<i>Quercus rubra</i>	Red Oak	2.5" caliper	B&B
TC	<i>Tilia cordata</i> 'Greenspire'	Littleleaf Linden	2.5" caliper	B&B
UAA	<i>Ulmus 'Morton'</i>	Accolade Elm	2.5" caliper	B&B
UH	<i>Ulmus 'Homestead'</i>	Homestead Elm	4" caliper	B&B
ORNAMENTAL TREES				
AC	<i>Amelanchier canadensis</i>	Shadblow Serviceberry	6' ht.	B&B/Multi Stem
BN	<i>Betula nigra</i> 'Heritage'	Heritage River Birch	6' ht.	Multi Stem
BP	<i>Betula platyphylla</i> 'Japonica'	Whitespire Birch	6' ht.	Multi Stem
CC	<i>Cercis canadensis</i>	Red bud	7' ht.	B&B/Single Stem
CCI	<i>Crataegus crusgalli</i> 'Inermis'	Thornless Cockspur Hawthorn	6' ht.	B&B/Multi Stem
MSO	<i>Magnolia soulangiana</i> 'Saucer'	Saucer Magnolia	6' ht.	B&B/Multi Stem
MP	<i>Malus x 'Prairiefire'</i>	Prairie Fire Crabapple	2" caliper	B&B/Single Stem
EVERGREEN TREES				
PGD	<i>Picea glauca</i> 'Densata'	Black Hills Spruce	6' ht.	B&B
PPG	<i>Picea pungens</i> 'Glaucia'	Colorado Blue Spruce	6' ht.	B&B
PM	<i>Pseudotsuga menziesii</i>	Douglas Fir	6' ht.	B&B
DECIDUOUS SHRUBS				
AM	<i>Aronia melanocarpa</i>	Glossy Black Chokeberry	24-30" ht.	#5 Container
BT	<i>Berberis thunbergii</i> 'Atrorubra Nana'	Crimson Pygmy Barberry	5 gal.	#5 Container
EAC	<i>Euonymus alatus</i> 'Compactus'	Dwarf Winged Euonymus	24-30" ht.	#5 Container
HA	<i>Hydrangea arborescens</i> 'Annabelle'	Annabelle Smooth Hydrangea	24-30" ht.	#5 Container
HP	<i>Hydrangea paniculata</i> 'Tardiva'	Tardiva Hydrangea	30-36" ht.	#5 Container
RA	<i>Rhus aromatica</i> 'Gro-Low'	Fragrant Sumac	5 gal.	#5 Container
RC	<i>Rosa 'Flower Carpet Pink'</i>	Flower Carpet Pink Shrub Rose	5 gal.	#5 Container
RK	<i>Rosa 'Knockout'</i>	Knockout Rose	5 gal.	#5 Container
SM	<i>Syringa meyeri</i>	Dwarf Korean Lilac	5 gal.	#5 Container
VD	<i>Viburnum dentatum</i>	Arrowwood Viburnum	30-36" ht.	#5 Container
VP	<i>Viburnum prunifolium</i>	Blackhaw Viburnum	3" ht.	B&B
VTW	<i>Viburnum trilobum</i> 'Wentworth'	Wentworth American Cranberrybush	24-30" ht.	B&B
EVERGREEN SHRUBS				
BM	<i>Buxus microphylla</i> 'Wintergreen'	Wintergreen Boxwood	24"-30" ht.	B&B
JCK	<i>Juniperus chinensis</i> 'Kallays Compacta'	Kallays Compact Juniper	5 gal.	#5 Container
TM	<i>Taxus media</i> 'Densiflora'	Dense Yew	24-30" spr.	B&B
TMH	<i>Taxus media</i> 'Hicksii'	Hicks Yew	24" ht.	#5 Container
TOE	<i>Thuja occidentalis</i> 'Emerald Green'	Emerald Green Arborvitae	4' ht.	B&B
PERENNIALS, ORNAMENTAL GRASSES				
apb	<i>Astilbe</i> 'Peach Blossom'	Peach Blossom Astilbe	1 gal.	18" o.c. spacing
cas	<i>Calamagrostis x acutiflora</i> 'Karl Foerster'	Karl Foerster Feather Reed Grass	3 gal.	24" o.c. spacing
ep	<i>Echinacea purpurea</i> 'Magnus'	Magnus Coneflower	1 gal.	18" o.c. spacing
hh	<i>Hemerocallis</i> 'Happy Returns'	Happy Returns Daylily	1 gal.	18" o.c. spacing
hp	<i>Heuchera micrantha</i> 'Purple Palace'	Purple Palace Coral Bells	1 gal.	18" o.c. spacing
hgu	<i>Hosta 'Guacamole'</i>	Guacamole Hosta	1 gal.	CG/36" o.c. spacing
hf	<i>Hosta sieboldiana</i> 'Frances William'	Frances William Hosta	1 gal.	50" o.c. spacing
hss	<i>Hosta Sum and Substance</i>	Sum and Substance Hosta	1 gal.	60" o.c. spacing
isc	<i>Iris siberica</i> 'Caesar's Brother'	Caesar's Brother Iris	1 gal.	18" o.c. spacing
nm	<i>Nepeta x faassenii</i> 'Walkers Low'	Walkers Low Catmint	1 gal.	24" o.c. spacing
pah	<i>Pennisetum apiculocroides</i> 'Hamel'	Dwarf Fountain Grass	3 gal.	24" o.c. spacing
pat	<i>Perovskia atriplicifolia</i>	Russian Sage	1 gal.	CG/24" o.c. spacing
rf	<i>Rudbeckia fulgida</i> 'Goldstrum'	Goldstrum Black-eyed Susan	1 gal.	18" o.c. spacing
sa	<i>Sedum 'Autumn Joy'</i>	Autumn Joy Sedum	1 gal.	CG/18" o.c. spacing
sh	<i>Sporobolus heterolepis</i>	Prairie Dropseed	1 gal.	24" o.c. spacing
GROUNDCOVERS				
isp	<i>Liriope spicata</i>	Lilyturf	quart	12" o.c. spacing
pt	<i>Pachysandra terminalis</i>	Japanese Flowering Spurge	3" pot	6" o.c. spacing
vm	<i>Vinca minor</i> 'Bowles'	Bowles Periwinkle	3" pot	8" o.c. spacing

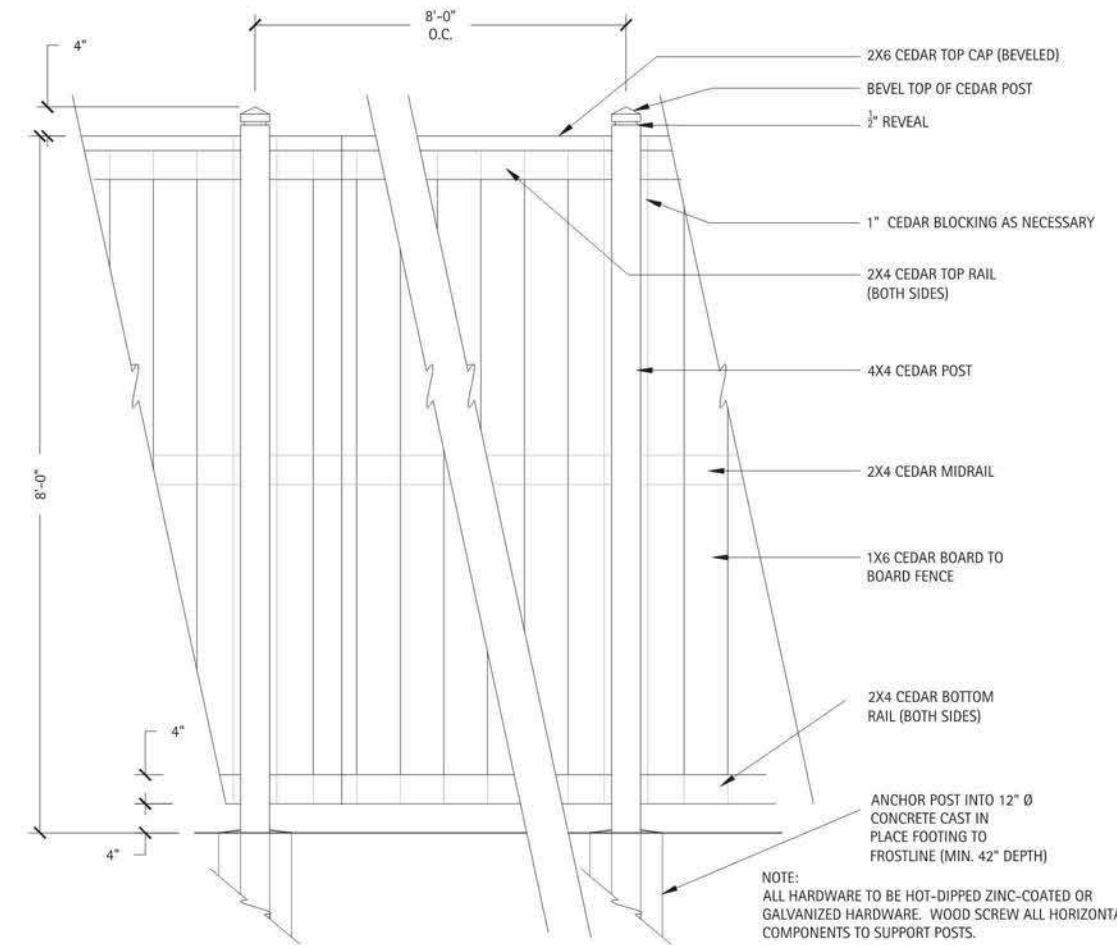
THE LANDSCAPE PLAN WILL CONSIST OF, BUT IS NOT LIMITED TO, THE PLANT LIST AS SHOWN. PLANT SIZES SPECIFIED IN FINAL LANDSCAPE PLAN WILL DEPEND ON AVAILABILITY AT TIME OF PLANTING.

STORMWATER SEED MIX

BOTANIC NAME	COMMON NAME	OUNCES / ACRE
PERMANENT GRASSES / SEDGES / RUSHES		
<i>Bolboschoenus fluvialis</i>	Reed Bulrush	0.25
<i>Carex cristatella</i>	Crested Oat Sedge	2000
<i>Carex flacca</i>	Bull-tussock Sedge	3000
<i>Carex vulpinoidea</i>	Brown Top Sedge	9000
<i>Dryas octopetala</i>	Wetland White Fly	13500
<i>Glyceria striata</i>	Low Meadow Grass	1250
<i>Juncus effusus</i>	Common Rush	2000
<i>Lycurus oryzoides</i>	Rice Cut Grass	1000
<i>Panicum virgatum</i>	Switch Grass	2000
<i>Sclerostictus triflorus</i>	Softstem Bulrush	3000
<i>Scirpus atrovirens</i>	Dark Green Rush	2000
<i>Scirpus cyperinus</i>	Wool Grass	1000
		Total 32000
TEMPORARY COVER		
<i>Aceria sativa</i>	Common Flat Annual Eye	30000
<i>Lolium multiflorum</i>	Annual Eye	10000
		Total 40000
FORBS & SHRUBS		
<i>Alnus</i> spp.	Water Plantain (Various Mix)	4250
<i>Asclepias tuberosa</i>	Swamp Milkweed	1000
<i>Betula</i> spp.	Balders (Various Mix)	2000
<i>Helianthus annuus</i>	Sunflower	2000
<i>Iris virginica</i>	Blue Flag	4000
<i>Lycopus americanus</i>	Common Water Horshoe	0.25
<i>Mimulus rimpens</i>	Monkey Flower	1000
<i>Glycyrrhiza lehrlii</i>	Balders Goldenrod	0.25
<i>Panicum virgatum</i>	Switch Grass	0.25
<i>Polypogon</i> spp.	Polkaweed (Various Mix)	4000
<i>Rudbeckia subtomentosa</i>	Sweet Black-eyed Susan	1000
<i>Rudbeckia triloba</i>	Brown-eyed Susan	1000
<i>Sagittaria latifolia</i>	Common Arrowhead	1000
<i>Sium</i> spp.	Wild Sium	1000
<i>Symphoricarpos racemosa</i>	New England Aster	1000
<i>Thalictrum flavum</i>	Purple Meadow Rue	2000
		Total 20000

PRAIRIE SEED MIX

BOTANIC NAME	COMMON NAME	OUNCES / ACRE
PERMANENT GRASSES		
<i>Amorpha canescens</i>	Big Bluestem	2000
<i>Bouteloua curtipendula</i>	Side Oats Grass	18000
<i>Carex</i> spp.	Prairie Sedge Mix	3000
<i>Elymus canadensis</i>	Canada Wild Eye	24000
<i>Panicum virgatum</i>	Switch Grass	2000
<i>Schizachyrium scoparium</i>	Little Bluestem	24000
<i>Sorghastrum nutans</i>	Indian Grass	2000
		Total 97000
TEMPORARY COVER		
<i>Aceria sativa</i>	Common Flat	34000
<i>Lolium multiflorum</i>	Annual Eye	10000
		Total 44000
FORBS		
<i>Asclepias tuberosa</i>	Common Milkweed	1000
<i>Asclepias tuberosa</i>	Butterfly Weed	1000
<i>Chamaecrista fasciculata</i>	Pasture Pea	5000
<i>Cyperus laevigatus</i>	Sand Cyperus	5000
<i>Felipendula purpurea</i>	Broad-leaved Purple Gumflower	2500
<i>Helianthus scaberrimus</i>	Tube Sunflower	0.25
<i>Lupinus perennis</i>	White Lupine	1000
<i>Monarda mollis</i>	Wild Bergamot	0.50
<i>Penstemon digitalis</i>	Explosive Beard Tongue	1000
<i>Pyrolanthus virginianus</i>	Common Mountain Mint	0.50
<i>Rafanalis paniculata</i>	Yellow Coreflower	3000
<i>Rudbeckia hirta</i>	Black-eyed Susan	4000
<i>Solidago serotina</i>	Showy Goldenrod	1000
<i>Symphoricarpos racemosa</i>	Smooth Blue Aster	0.50
<i>Symphoricarpos racemosa</i>	New England Aster	0.25
		Total 40000



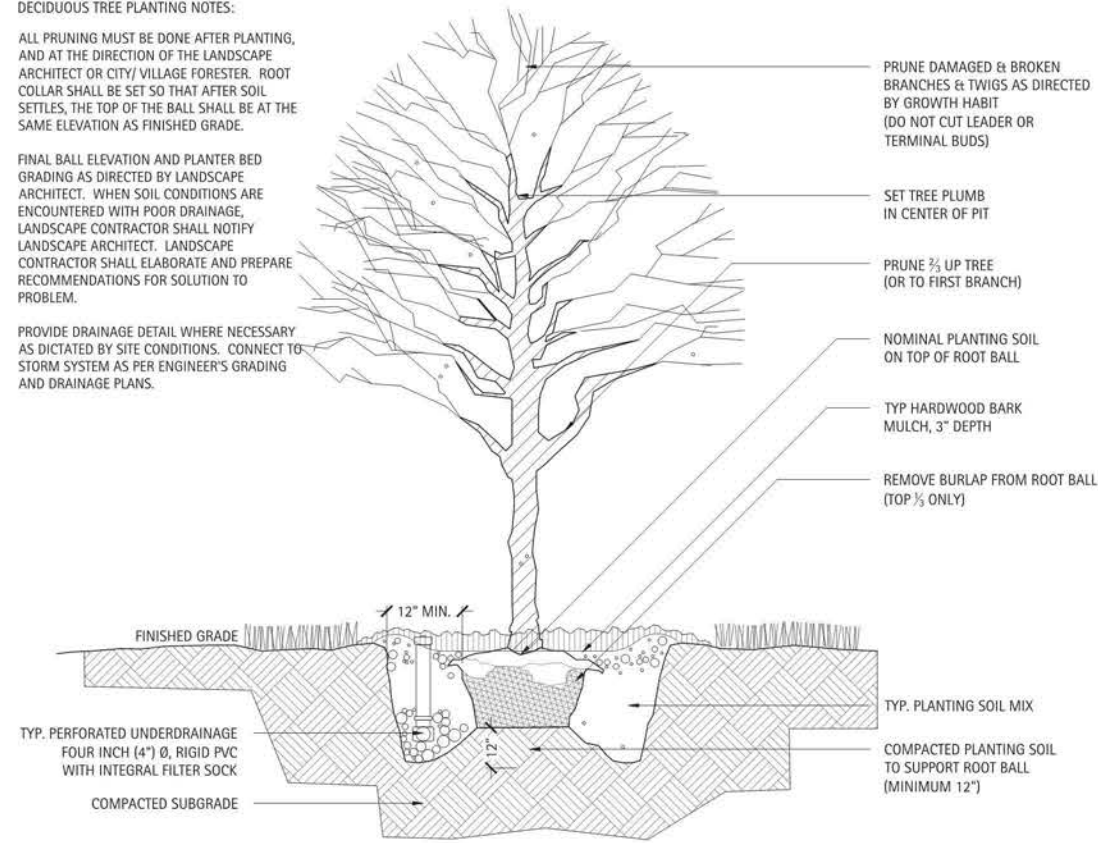
1 Elevation - 8' Wood Screening Fence
Scale: 1" = 1'-0"

DECIDUOUS TREE PLANTING NOTES:

ALL PRUNING MUST BE DONE AFTER PLANTING, AND AT THE DIRECTION OF THE LANDSCAPE ARCHITECT OR CITY/ VILLAGE FORESTER. ROOT COLLAR SHALL BE SET SO THAT AFTER SOIL SETTLES, THE TOP OF THE BALL SHALL BE AT THE SAME ELEVATION AS FINISHED GRADE.

FINAL BALL ELEVATION AND PLANTER BED GRADING AS DIRECTED BY LANDSCAPE ARCHITECT. WHEN SOIL CONDITIONS ARE ENCOUNTERED WITH POOR DRAINAGE, LANDSCAPE CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT. LANDSCAPE CONTRACTOR SHALL ELABORATE AND PREPARE RECOMMENDATIONS FOR SOLUTION TO PROBLEM.

PROVIDE DRAINAGE DETAIL WHERE NECESSARY AS DICTATED BY SITE CONDITIONS. CONNECT TO STORM SYSTEM AS PER ENGINEER'S GRADING AND DRAINAGE PLANS.

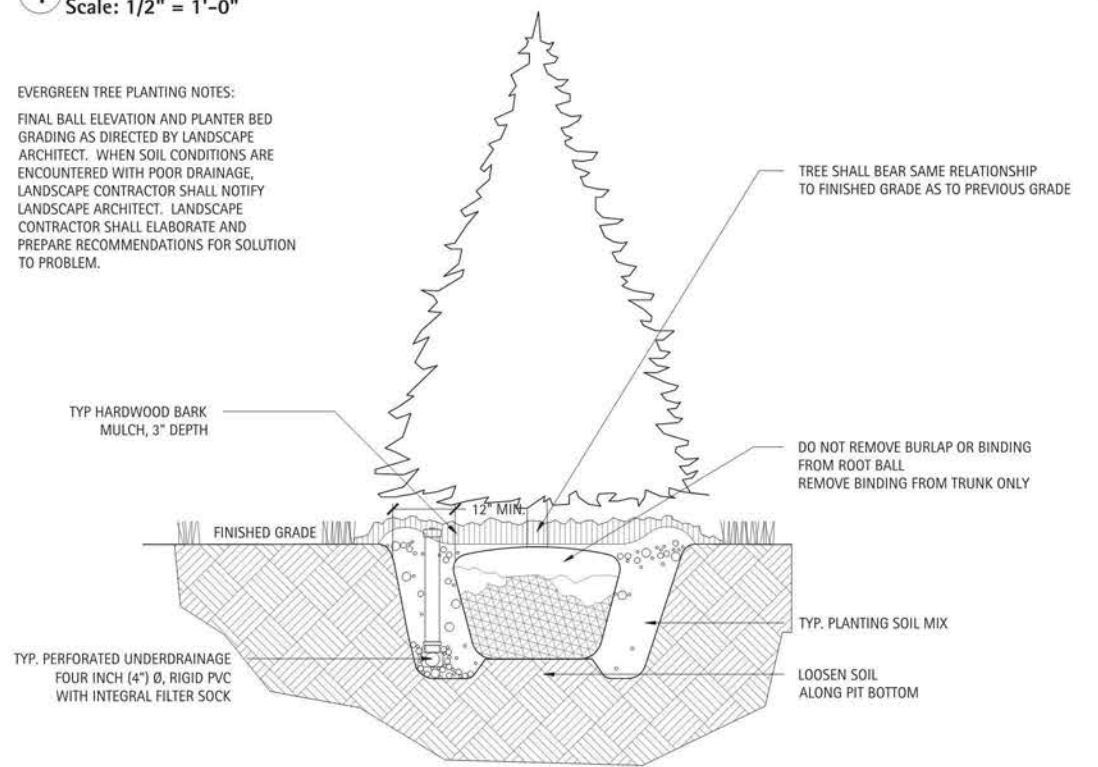


1 Section - Shade Tree Planting

Scale: 1/2" = 1'-0"

EVERGREEN TREE PLANTING NOTES:

FINAL BALL ELEVATION AND PLANTER BED GRADING AS DIRECTED BY LANDSCAPE ARCHITECT. WHEN SOIL CONDITIONS ARE ENCOUNTERED WITH POOR DRAINAGE, LANDSCAPE CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT. LANDSCAPE CONTRACTOR SHALL ELABORATE AND PREPARE RECOMMENDATIONS FOR SOLUTION TO PROBLEM.

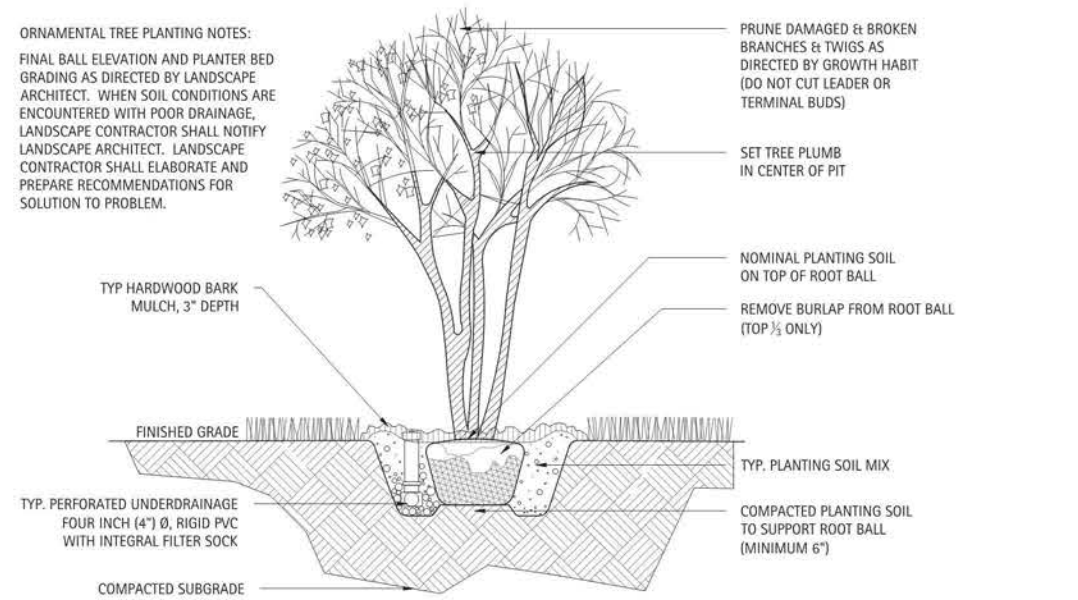


2 Section - Evergreen Tree Planting

Scale: 1/2" = 1'-0"

ORNAMENTAL TREE PLANTING NOTES:

FINAL BALL ELEVATION AND PLANTER BED GRADING AS DIRECTED BY LANDSCAPE ARCHITECT. WHEN SOIL CONDITIONS ARE ENCOUNTERED WITH POOR DRAINAGE, LANDSCAPE CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT. LANDSCAPE CONTRACTOR SHALL ELABORATE AND PREPARE RECOMMENDATIONS FOR SOLUTION TO PROBLEM.

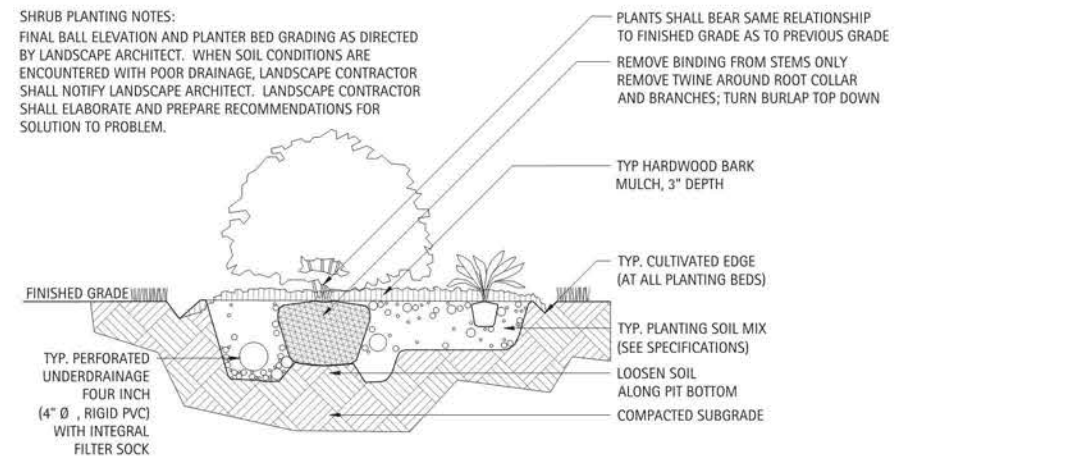


3 Section - Ornamental Tree Planting

Scale: 1/2" = 1'-0"

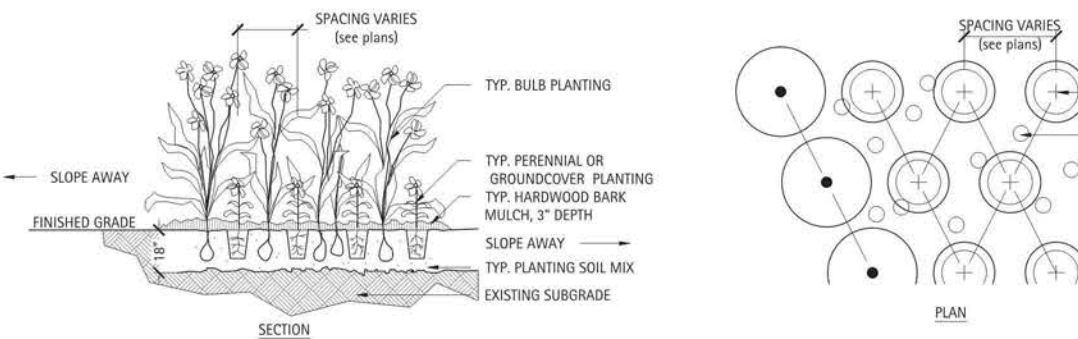
SHRUB PLANTING NOTES:

FINAL BALL ELEVATION AND PLANTER BED GRADING AS DIRECTED BY LANDSCAPE ARCHITECT. WHEN SOIL CONDITIONS ARE ENCOUNTERED WITH POOR DRAINAGE, LANDSCAPE CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT. LANDSCAPE CONTRACTOR SHALL ELABORATE AND PREPARE RECOMMENDATIONS FOR SOLUTION TO PROBLEM.



4 Section - Shrub Planting

Scale: 1" = 1'-0"



NOTES:

FINAL BALL ELEVATION AND PLANTER BED GRADING AS DIRECTED BY LANDSCAPE ARCHITECT. WHEN SOIL CONDITIONS ARE ENCOUNTERED WITH POOR DRAINAGE, LANDSCAPE CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT. LANDSCAPE CONTRACTOR SHALL ELABORATE AND PREPARE RECOMMENDATIONS FOR SOLUTION TO PROBLEM.

PERENNIAL PLANTING LAYOUTS TO BE APPROVED IN THE FIELD BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.

5 Plan, Section - Perennial, Groundcover, and Bulb Planting

Scale: 1/2" = 1'-0"

EXHIBIT F

FORM OF LETTER OF CREDIT

IRREVOCABLE LETTER OF CREDIT NO. _____ AMOUNT: _____

EXPIRATION DATE: _____ DATE OF ISSUE: _____

[Name of Bank]

[Address]

TO: City of Des Plaines (the "**City**")
1420 Miner Street
Des Plaines, Illinois 60016
Attention: City Manager

WE HEREBY AUTHORIZE YOU TO DRAW AT SIGHT on the _____ UP TO AN AGGREGATE
AMOUNT OF _____ United States Dollars
(\$ _____) for account of **DUBIN HOLDINGS, INC.** (the "**Customer**").

Drafts under this Letter of Credit shall bear upon their face the words:

Drawn under _____
Credit No. _____ Dated: _____

Drafts may be for all or any portion of the amount of this Letter of Credit, and shall be in the form attached hereto as Exhibit "A" and shall be accompanied by one of the following documents executed by the City Manager or an individual designated as acting City Manager:

(a) A written statement on the form attached hereto as Exhibit "B" stating that, conditioned upon proper notice to the City Manager, Letter of Credit No. _____ will expire within 35 days or less and that the Customer has failed to deliver to the City Manager evidence of a renewal of Letter of Credit No. _____; or

(b) A written statement on the form attached hereto as Exhibit "C" stating that all or any part of the improvements required to be constructed pursuant to the Annexation and Development Agreement dated _____, 2017 by and between the City and Dubin Holdings, Inc. (the "**Agreement**") have not been constructed in accordance with the Agreement; or

(c) A written statement on the form attached hereto as Exhibit "D" stating that all or any part of the costs, payments, permit fees or other fees required to be paid to the City pursuant to the Agreement have not been paid in accordance with the Agreement; or

(d) A written statement on the form attached hereto as Exhibit "E" stating that all or any portion of the maintenance, repair, or restoration required to be performed pursuant to the Agreement has not been performed in accordance with the Agreement; or

(e) A written statement on the form attached hereto as Exhibit "F" stating that all or any portion of the Customer's undertakings pursuant to the Agreement have not been performed in accordance with the Agreement.

WE HEREBY AGREE with the beneficiary that:

1. Drafts drawn under and in compliance with this Letter of Credit shall be duly honored immediately upon presentation to us if presented on or before the above-stated Expiration Date or presented at our office together with the original of this Letter of Credit on or before that date. Further, one or more drafts may be presented at our office on or before the Expiration Date.

2. If, within three banking days after any draft drawn under this Letter of Credit is presented to us in conformance with the terms of this Letter of Credit, we fail to honor same, we agree to pay all attorneys' fees, court costs and other expenses incurred by the City in enforcing the terms hereof.

3. This Letter of Credit shall expire on _____, _____, as stated hereinabove; provided, however, that we shall send notice to the City Manager by certified mail, return receipt requested, or hand-delivered courier at least 35 days prior to said Expiration Date, that this Letter of Credit is about to expire.

4. In no event shall this Letter of Credit or the obligations contained herein expire except upon the prior written notice required herein, it being expressly agreed that the above expiration date shall be extended as shall be required to comply with the prior written notice required herein.

5. No consent, acknowledgment, or approval of any kind from the Customer shall be necessary or required prior to honoring any draft presented in conformance with the terms of this Letter of Credit.

6. The aggregate amount of this Letter of Credit may be reduced only upon receipt by us of a document executed by the City Manager stating that such aggregate amount shall be reduced in an amount permitted by the City's subdivision regulations because of the satisfactory completion of all or part of the improvements required to be constructed pursuant to the Annexation and Development Agreement dated _____, 2017 by and between the City and Dubin Holdings, Inc..

7. This Letter of Credit is irrevocable.

This Letter of Credit shall be governed by and construed in accordance with the Uniform Customs and Practices for ISP 98 of the International Chamber of Commerce (the "**Uniform Customs**"). This Letter of Credit shall be deemed to be a contract made under the laws of the State of Illinois, including, without limitation, Article 5 of the Uniform Commercial Code as in effect in the State of Illinois, and shall, as to matters not governed by the Uniform Customs, be governed by and construed in accordance with the laws of the State of Illinois, without regard to principles of conflicts of law.

Exhibit F

AS USED HEREIN, THE TERM "BANKING DAY" MEANS ANY DAY OTHER THAN A SATURDAY, SUNDAY, OR A DAY ON WHICH BANKS IN THE STATE OF ILLINOIS ARE AUTHORIZED OR REQUIRED TO BE CLOSED, AND A DAY ON WHICH PAYMENTS CAN BE EFFECTED ON THE FEDWIRE SYSTEM.

[Signature of Bank Officer]

[Signature of Bank Officer]

[Officer's Title]

[Officer's Title]

EXHIBIT "A" TO FORM OF IRREVOCABLE LETTER OF CREDIT

FORM OF DRAFT

[To Be Supplied By Issuing Bank]

Exhibit F

EXHIBIT "B" TO FORM OF IRREVOCABLE LETTER OF CREDIT

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that Letter of Credit No. _____ dated _____ in the amount of \$_____ will expire within 35 days or less and that Dubin Holdings, Inc. has failed to deliver to the City Manager evidence of a renewal of Letter of Credit No. _____.

Very truly yours,

City Manager

EXHIBIT "C" TO FORM OF IRREVOCABLE LETTER OF CREDIT

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that all or any part of the improvements required to be constructed pursuant to the Annexation and Development Agreement dated _____, 2017 by and between the City and Dubin Holdings, Inc., have not been constructed in accordance with said Agreement.

Very truly yours,

City Manager

EXHIBIT "D" TO FORM OF IRREVOCABLE LETTER OF CREDIT

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that all or any part of the costs, payments, permit fees or other fees required to be paid pursuant to the Annexation and Development Agreement dated _____, 2017 by and between the City and Dubin Holdings, Inc., have not been paid in accordance with said Agreement.

Very truly yours,

City Manager

EXHIBIT "E" TO FORM OF IRREVOCABLE LETTER OF CREDIT

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that all or any part of the maintenance, repair or restoration required to be performed pursuant to the Annexation and Development Agreement dated _____, 2017 by and between the City and Dubin Holdings, Inc., have not been performed in accordance with said Agreement.

Very truly yours,

City Manager

EXHIBIT "F" TO FORM OF IRREVOCABLE LETTER OF CREDIT

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that all or any part of the undertakings of the Customer (as that term is defined in the above-referenced Letter of Credit) pursuant to the Annexation and Development Agreement dated _____, 2017 by and between the City and Dubin Holdings, Inc., have not been performed in accordance with said Agreement.

Very truly yours,

City Manager

EXHIBIT G

TRANSFEEE ASSUMPTION AGREEMENT

THIS AGREEMENT is made as of this _____ day of _____, 201__, between the **CITY OF DES PLAINES**, an Illinois home rule municipal corporation ("**City**"), _____, an **DUBIN HOLDINGS, INC.** ("**Developer**"), and _____ ("**Transferee**").

WITNESSETH:

WHEREAS, pursuant to that certain real estate sale contract dated _____, 20__, the Transferee agreed to purchase from Developer certain real property situated in Cook County, Illinois and legally described in **Exhibit 1** attached to and, by this reference, made a part of this Agreement ("**Property**"); and

WHEREAS, following the conveyance of the Property by Developer, the Transferee will be the legal owner of the Property; and

WHEREAS, as a condition to the conveyance of the Property by Developer, the City and Developer require that the Transferee agree to comply with all the terms, requirements, and obligations set forth in that certain Annexation and Development Agreement, dated as of _____, 2017, and recorded in the office of the Cook County Recorder on _____, _____, as Document No. _____, by and between the City and Developer ("**Development Agreement**");

NOW, THEREFORE, in consideration of the agreement of Developer to convey the Property to the Transferee, and of the City to accept the transfer of obligations as provided herein and to grant the releases granted herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by, between, and among the City, Developer, and the Transferee as follows:

1. **Recitals.** The foregoing recitals are by this reference incorporated herein and made a part hereof as substantive provisions of this Agreement.

2. **Assumption of Obligations.** The Transferee, on its behalf and on behalf of its successors, assigns, heirs, executors, and administrators, hereby agrees, at its sole cost and expense, to comply with all of the terms, requirements, and obligations of the Development Agreement, including all exhibits and attachments thereto, regardless of whether such terms, requirements, and obligations are to be performed and provided by, or are imposed upon, Developer of the Development Property.

3. **Payment of City Fees and Costs.** In addition to any other costs, payments, fees, charges, contributions, or dedications required by this Agreement, the Development Agreement or by applicable City codes, ordinances, resolutions, rules, or regulations, the Transferee must pay to the City, immediately upon presentation of a written demand or demands therefor, all legal, engineering, and other consulting or administrative fees, costs, and expenses incurred in connection with the negotiation, preparation, consideration, and review of this Agreement.

4. **Acknowledgment and Release of Developer.** The City hereby acknowledges its agreement to the Transferee's assumption of the obligation to comply with the terms, requirements, and obligations of the Development Agreement, including all exhibits and attachments thereto, and the City hereby releases Developer from any personal liability for failure to comply with the terms, requirements, and obligations of the Development Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

ATTEST:

CITY OF DES PLAINES

an Illinois home rule municipal corporation

City Clerk

By: _____

Its: City Manager

ATTEST:

DUBIN HOLDINGS, INC., an Illinois corporation

By: _____

By: _____

Its: _____

Its: _____

ATTEST:

[TRANSFEREE]

By: _____

By: _____

Its: _____

Its: _____

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

 This instrument was acknowledged before me on _____, 201_, by _____, the City Manager of the **CITY OF DES PLAINES**, an Illinois home rule municipal corporation, and by _____, the City Clerk of said municipal corporation.

Signature of Notary

SEAL

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

This instrument was acknowledged before me on _____, 201_, by _____ the _____ of **DUBIN HOLDINGS, INC.**, an Illinois corporation and by _____, the _____ of said _____.

Signature of Notary

SEAL

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

This instrument was acknowledged before me on _____, 201_, by _____ the _____ of **[TRANSFEEE]**, and by _____, the _____ of **[TRANSFEEE]**.

Signature of Notary

SEAL

MEMORANDUM

Date: October 25, 2017

To: Michael G. Bartholomew, MCP, LEED AP, City Manager

From: Michael McMahon, Community and Economic Development Director *mm*
Johanna Bye, AICP, Senior Planner *jb*

Subject: Consideration of a Conditional Use at 200 E. Howard Avenue, Suite 218 (17-084-CU, 5th Ward)

Issue: The petitioner is requesting a Conditional Use Permit under Section 12-7-4(E)3 of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a Commercial Indoor Recreation Establishment (a boxing gym) in the M-2 General Manufacturing District.

Analysis:

Address: 200 E. Howard Avenue, Suite 218

Owners: Howard O'Hare Business Center, 333 E. Butterfield Road, Lombard, IL 60148

Petitioner: Jason Brandstetter, 200 E. Howard Avenue, Ste. 218, Des Plaines, IL 60018

Case Number: 17-084-CU

Real Estate Index Number: 09-30-101-031-0000

Ward: #5, Alderman Carla Brookman

Existing Zoning: M-2 General Manufacturing District

Existing Land Use: General Office/Manufacturing

Surrounding Zoning: North: M-2 General Manufacturing District
South: M-2 General Manufacturing District
East: M-2 General Manufacturing District
West: M-2 General Manufacturing District

Surrounding Land Use: North: General Office/Manufacturing

South: General Office/Manufacturing
East: General Office/Manufacturing
West: General Office/Manufacturing

Street Classification: The Comprehensive Plan designates Howard Avenue as an arterial road

Comprehensive Plan: The Comprehensive Plan designates the site as Industrial

The applicant, Jason Brandstetter, has requested a Conditional Use Permit to operate a Commercial Indoor Recreation Establishment at 200 E. Howard Avenue, Suite 218. The tenant space is one of approximately 30 in the Howard O'Hare Business Center. The three-building, single-story development is on approximately 9.8 acres and is located on the north side of Howard Avenue, just west of the Union Pacific Railroad. The site is accessed by a single curb cut off of Howard Avenue.

The petitioner proposes to operate Gregory Boxing, Inc., a boxing gym, within the 5,003 square-foot tenant space. The petitioner has stated in his application that the gym will incorporate physical exercise, philosophy, and diet which incorporates various elements of high intensity interval training, weightlifting, and sparring in a one-hour class. The proposed boxing gym would operate Monday-Friday, 8:00 a.m. to 2:00 p.m. for individual classes and 3:00 p.m. to 9:00 p.m. for group classes, and on Saturdays from 8:00 a.m. to 2:00 p.m. for group classes. Classes would have between 10 and 12 people, including a coach. One coach per shift will be on the premises. Athletic apparel may also be sold in the tenant space.

Conditional Use Findings: Conditional Use requests are subject to the standards set forth in Section 12-3-4(E) of the 1998 City of Des Plaines Zoning Ordinance, as amended. In reviewing these standards, staff has the following comments:

A. The proposed Conditional Use is in fact a Conditional Use established within the specific Zoning district involved:

Comment: A Commercial Indoor Recreation Establishment is a Conditional Use in the M-2 General Manufacturing Zoning District as specified in Section 12-7-4(G) of the 1998 City of Des Plaines Zoning Ordinance, as amended.

B. The proposed Conditional Use is in accordance with the objectives of the City's Comprehensive Plan:

Comment: The 2007 Comprehensive Plan recommends an Industrial use for the site.

C. The proposed Conditional Use is designed, constructed, operated and maintained to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity:

Comment: The proposed Commercial Indoor Recreation Establishment is located in an existing business center with approximately 30 tenant spaces. The petitioner does not plan to change the exterior appearance of the building and all operations will occur indoors.

D. The proposed Conditional Use is not hazardous or disturbing to existing neighboring uses:

Comment: Based on the plans submitted, none of the functions of the Commercial Indoor Recreation Establishment are anticipated to be hazardous or disturbing to the surrounding neighborhood. All