
**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: WALTER MAGDZIARZ, COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: ORDINANCE: GRANTING A SPECIAL USE PERMIT FOR A PLANNED UNIT DEVELOPMENT AND APPROVING A FINAL PLAT OF SUBDIVISION (PRAIRIE GROVE COMMONS) (STAR/STER)
AGENDA: NOVEMBER 1, 2022 VILLAGE BOARD MEETING
DATE: OCTOBER 27, 2022

ISSUE

Shall the Village Board approve an Ordinance granting a Special Use Permit for a Planned Unit Development and approving a Final Plat of Subdivision for Prairie Grove Commons Unit 2.

DISCUSSION

The Village Board last discussed this matter at its October 4, 2022 meeting and directed Village staff to prepare the necessary documents to approve the planned unit development document for Prairie Grove Commons. Approval of the Prairie Grove Commons Annexation Agreement Amendment obligates the Village Board to approve the PUD and associated development plans and plats.

The Ordinance approves the PUD including the final subdivision plat and development standards for the development. All exhibits are complete, reviewed and verified.

ATTACHMENTS

- Ordinance Granting a Special Use Permit for a Planned Unit Development and Approving a Final Plat of Subdivision for Prairie Grove Commons Unit 2

COSTS

All costs associated with approving the Ordinance are the responsibility of the applicant.

RECOMMENDATION

That the Village Board approve an Ordinance Granting a Special Use Permit for a Planned Unit Development and Approving a Final Plat of Subdivision for Prairie Grove Commons Unit 2, subject to Attorney review and Village Engineer review.



**VILLAGE OF SUGAR GROVE
KANE COUNTY, ILLINOIS
ORDINANCE NO. 20221101D**

**An Ordinance Granting a Special Use for a Planned Unit Development
and Approving a Final Plat of Subdivision
(Prairie Grove Commons Unit Two)**

Adopted by the Board of Trustees and President of the Village of Sugar Grove
this 1st day of November 2022

Published in Pamphlet Form By Authority of the Board of Trustees of the
Village of Sugar Grove, Kane County, Illinois
this 1st day of November 2022

ORDINANCE NO. 20221101D

**AN ORDINANCE GRANTING A SPECIAL USE FOR A PLANNED UNIT
DEVELOPMENT AND APPROVING A FINAL PLAT OF SUBDIVISION
(PRAIRIE GROVE COMMONS UNIT TWO)**

WHEREAS, the Village of Sugar Grove (“**Village**”) is not a home rule municipality within Article VII, Section 6A of the 1970 Constitution of the State of Illinois, and therefore, acts pursuant to those powers granted to it under 65 ILCS 5/1-1 *et seq.*; and,

WHEREAS, Owner owns fee simple interest in the Owner Property which is legally described in **Exhibit “A”**, attached hereto and incorporated herein by reference, consisting of approximately 36.69 acres, more or less (“**Owner Property**”), which contains the land described in Section One hereinafter and is the subject of this Ordinance (“**Prairie Grove Commons Unit Two**” or “**Unit Two Property**”); and.

WHEREAS, the Unit Two Property is within the corporate boundaries of the Village and is presently zoned B-3 Regional Business District; and,

WHEREAS, the petitioner, SDP Sugar Grove, LLC (“**Owner**”) seeks approval of a Special Use for a Planned Unit Development and a Final Plat of Subdivision; and,

WHEREAS, the Village and Owner have entered into a certain First Amendment to Annexation Agreement (“**Amendment**”) approved pursuant to Ordinance No. _____; and,

WHEREAS, all hearings required to be held before agencies of the Village took place in accordance with all applicable laws and upon providing proper legal notice of the same, including publication; and,

WHEREAS, the Village’s Plan Commission/Zoning Board of Appeals (“**PC/ZBA**”) and the Village of Sugar Grove Board of Trustees (“**Village Board**”) have further found, pursuant to Sections 11-11-3, 11-11-4, 11-11-6, and 11-13-12 of the Village of Sugar Grove Code of Ordinances (“**Village Code**”) that the aforementioned request meets all of the requirements of the Village Code, with the Findings of Fact of the PC/ZBA hereby adopted by reference; and,

WHEREAS, the PC/ZBA, after consideration of an application to grant a Special Use for a Planned Unit Development and approval of a Final Plat of Subdivision for the Unit Two Property (as hereinafter defined) recommended to the Village Board approval of the same; and,

WHEREAS, the Village Board now wishes to approve said Special Use for a Planned Unit Development and Final Plat of Subdivision in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, as follows:

SECTION ONE: ZONING CLASSIFICATION AND APPROVAL OF PLANNED UNIT DEVELOPMENT PERMIT

The property legally described on the attached **Exhibit “A”** is hereby approved as a B-3 Regional Business District with a Special Use for a Planned Unit Development, specifically permitting the uses set forth on **Exhibit “B”**, attached hereto and incorporated herein by reference. The Zoning Ordinance of the Village is hereby amended accordingly and the Village Clerk is directed to update the Village’s Zoning Map to reflect this designation.

SECTION TWO: APPROVAL OF PRELIMINARY/FINAL PLANS AND FINAL PLAT OF SUBDIVISION

- 1) **Final Approvals.** The following combined plans for the Unit Two Property have been reviewed by the PC/ZBA and the Village Board and are hereby approved. For purposes of this Ordinance, land improvements shall include the following categories of on-site and off-site improvements: sanitary sewers, water mains, storm sewers, street and roadway improvements (including construction of IDOT improvements, the installation of a crosswalk at Galena Boulevard and State Route 47 and Galena Boulevard and Lot 7, and berming along State Route 47 and Galena Boulevard), grading and seeding, drainageways and stormwater management facilities, and miscellaneous improvements (including, but not limited to, street signs, street lights, pedestrian ways (e.g. sidewalks, bike paths), burial of overhead lines, etc., as generally depicted on **Exhibits “C-2” and “C-3”**, attached hereto and incorporated herein by reference (collectively **“Land Improvements”**)).
 - a) Final PUD Plan for Lots 1 – 7 (**“Exhibit C-1” – “PUD Plan”**) attached hereto and incorporated herein by reference), prepared by Craig R. Knoche & Associates with latest revision date of September 16, 2022;
 - b) Lots 1 – 7 on-site and off-site Final Engineering for Prairie Grove Commons Unit Two (**“Exhibit C-2” – “Final Engineering Prairie Grove Commons Unit Two”**) attached hereto and incorporated herein by reference), prepared by Craig R. Knoche & Associates with latest revision date of , October 11, 2022, subject to any final revisions approved by the Village Engineer;
 - c) Final Engineering for offsite public roadway improvements to be constructed by Owner (**“Exhibit C-3” - “Final Engineering for Public Road Improvements”**) attached hereto and incorporated herein by reference), prepared by Craig R. Knoche & Associates with latest revision date of May 2, 2022 subject to any final revisions as required by IDOT and approved by the Village Engineer.
 - d) Final Perimeter Landscaping plan for State Route 47 and Galena Boulevard to be installed by end users as each is developed (**“Exhibit C-4.1” - “Perimeter Landscape Plan”**) attached hereto and incorporated herein by reference), prepared

by Pamela Self Landscape Architecture with latest revision date of October 10, 2022.

- e) Final Native Landscape Plan for Lot 6 (“**Exhibit C-4.2**” – “**Native Landscape Plan**”) attached hereto and incorporated herein by reference) prepared by Encap, Inc. with latest revision date of November 8, 2021.
- f) Grant of on-site easements (“**Exhibit D-1**” – “**Grant of Easement**”) attached hereto and incorporated herein by reference), prepared by Craig R. Knoche & Associates with latest revision date of October 10, 2022, subject to any revisions as required by the Grantor and approved by the Village attorney.
- g) Off-site easements for Sanitary Sewer (“**Exhibits D-2.1 and D-2.2**” – “**Temporary Construction and Permanent Drainage and Utility Easement Agreement**”) attached hereto and incorporated herein by reference), prepared by Mickey, Wilson, Weiler, Renzi, Lenert & Julien, P.C. subject to any revisions as required by the Grantor and approved by the Village attorney;
- h) Prairie Grove Commons Unit Two (Lots 1 through 7) Final Plat of Subdivision (“**Exhibit E**” – “**Final Plat of Subdivision**” attached hereto and incorporated herein by reference), prepared by Craig R. Knoche & Associates with latest revision date of September 14, 2022, subject to any final revisions approved by the Village Engineer;

The PUD Plan, Final Engineering Prairie Grove Commons Unit Two, Final Engineering for Public Road Improvements, Final Native Landscape Plan, and Perimeter Landscape Plan are sometimes referred to collectively as the “**Combined PUD Plans**”. Approval of the Combined PUD Plans shall be deemed to be final planned unit development approval to satisfy the time period set forth in Section 11-11-4B-14 of the Village Zoning Ordinance to obtain final planned unit development approval. All references in this Ordinance to a lot number (i.e., Lot 1, Lot 2, etc.) shall mean the corresponding lot as identified on the Final Plat of Subdivision and PUD Plan. Completion of Lots 1-5, inclusive, of the Prairie Grove Commons Unit Two PUD, as set forth in Section 11-11-4B-15 of the Village’s Zoning Ordinance, shall be no later than five (5) years after the effective date of this Ordinance. Lots 1-5 inclusive shall be deemed “complete” to satisfy the requirements set forth in Section 11-11-4B-15 once a building permit is applied for on one of the five lots in the Prairie Grove Commons Unit Two PUD. If a building permit is not applied for within five (5) years after the effective date of this Ordinance on one of the five lots in the Prairie Grove Commons Unit Two PUD, the PUD Plan shall expire and shall be null and void unless otherwise extended by the Village.

Owner shall have two (2) years after receipt of all required permits from governmental bodies and agencies required to to complete all required Land Improvements on the Property (“**Land Improvement Completion Date**”) in accordance with Section 12-4-6-C of the Village’s Subdivision Ordinance, except for any stormwater improvements

not required to service the Property, which shall not have a time limit. In addition, Owner shall be permitted to defer the installation of the sidewalk along Lot 4 (the north side of Lot 7) and Lot 5 until such time as each respective lot is developed or upon the commencement of any subsequent phase of development of the Owner Property, whichever is sooner. If the Land Improvement Completion Date is not met, the approval of the PUD Plan shall expire and shall be null and void unless otherwise extended by the Village. Notwithstanding the foregoing, any individual lot contained in Prairie Grove Commons Unit Two which has been completed prior to this timeframe shall not lose its approvals pursuant to this provision.

- 2) **Final Plat Conditions.** Prior to recording the Final Plat, Owner shall be required to meet all requirements of the Village's Subdivision Ordinance, except as otherwise modified by the Amendment.
- 3) **Future Final PUD Plans.** Owner is intending to sell Lots 1 – 5 to end users who will seek Village approval of the Final PUD Plans, as hereinafter defined, for each individual lot. Plans for final approval of the Planned Unit Development shall be submitted for review and approved by the Plan Commission and the Village Board pursuant to Section 11-11-6D of the Village's Zoning Ordinance. The PC/ZBA shall recommend approval if said submittal is in substantial compliance with the Approved Final Plans or Combined PUD Plans approved by this Ordinance and the terms and provisions of this Ordinance. The final Planned Unit Development plans submitted by a lot owner or its designee for approval shall be referred to as "**Final PUD Plans**". As part of reviewing Final PUD Plans, the Village shall have the right to review exterior architectural elevations for proposed buildings pursuant to the provisions of Paragraph 11 of the Amendment. Provided final engineering plans for a specific lot and Final PUD Plans have been approved by the Village within the Unit Two Property, Owner and its respective successors and assigns shall have the right to construct buildings, parking lots, driveways, utility lines, and other appropriate improvements within such lot, provided the same comply with the Village Code, except as otherwise provided in this Ordinance and the Amendment.

SECTION THREE: DEVELOPMENT CONDITIONS AND DEVIATIONS

- 1) **Land Uses and Lot Deviations.** Except as otherwise provided in this Ordinance or the Amendment, including the deviations to the Village Code contained in **Exhibit "H"** attached hereto and incorporated herein by reference, the development and use of the Unit Two Property shall comply with the standards established under the "B-3" zoning classification as set forth in the Village Code and all applicable subdivision or other ordinances of the Village. If there is any conflict between the regulations of the Village Code, as amended from time to time, this Ordinance and the Amendment shall govern.
 - a) **Uses.** Those uses listed as permitted uses in **Exhibit "B"** shall constitute permitted uses (whether they are permitted or special uses in the ordinances of the Village) on the Unit Two Property (individually a "**Permitted Use**" and collectively the "**Permitted Uses**"). Any uses listed as special uses on **Exhibit "B"** shall be

deemed special uses on the Unit Two Property (individually “**Special Use**” and collectively “**Special Uses**”) (whether they are permitted or special uses in the ordinance of the Village) and shall require subsequent application by the applicable owner pursuant to provisions for special use under the Village Code. The Permitted Uses and Special Uses listed in **Exhibit “B”** shall survive any amendments to the Village Code. Any application for a special use shall be processed in conformance with the Village Code. Any permitted or special uses added after the Effective Date of this Ordinance to the table of permitted or special uses in the commercial and office sections of the B-3 Zoning District of the Village shall be allowed as additional Permitted Uses or Special Uses on the Unit Two Property, as the case may be, in addition to the Permitted Uses and Special Uses listed in **Exhibit “B”**.

- b) **Minimum Lot Size.** The minimum lot size shall be not less than 40,000 square feet on all lots except Lots 6 and 7. Lots 6 and 7 shall not have any minimum lot size or minimum lot width. Lots shall be as provided on the Final Plat and PUD Plan.
- c) **Accessory Structure Height.** Accessory structure height shall be as provided in the Village Code, except for accessory structures located on Lot 1. Accessory structures constructed on Lot 1 shall not exceed a height of twenty (20) feet.
- d) **Setback Requirements.** Building and landscaping setback requirements from public street rights-of-way, roadway easements, and adjacent land uses for each lot within the Unit Two Property shall be as identified on the PUD Plan attached as **Exhibit “C-1”**. If IDOT or the Village requests that Owner convey property or condemn property for additional right-of-way, a commensurate reduction in setbacks shall be granted to lots reduced in size by said additional right-of-way dedication so that the Unit Two Property shall continue to comply with this Ordinance and shall not be considered non-conforming by the Village.
- e) **Yard Requirements.** The required building, parking and landscape setback yards along the periphery and interior of the development shall be as shown on the PUD Plan.
- f) **Property Lines at Intersections.** The requirement that property lines at intersections shall be rounded with a twenty-five (25) foot radius shall be waived.
- g) **Sidewalks.** Sidewalks shall be as shown on the PUD Plan and shall be allowed to be constructed with a five (5) foot width.
- h) **Basin Slopes.** The underwater side slopes of wet basins from the safety ledge to the high-water elevation shall not be steeper than 3:1 (horizontal to vertical). All side slopes above normal water level shall be no steeper than 3:1 (horizontal to vertical).

- 2) **Parking and Loading Berth Requirements and Deviations.** Except as expressly deviated from in this Ordinance, the off-street parking regulations shall be governed by the regulations provided in Chapter 11 of the Village Code.

- a) **Accessible Parking.** The diagonally striped eight foot (8') wide access aisle may be shared with an adjacent accessible parking space. The length of accessibility parking stalls shall be consistent with other parking stalls within the parking area.
- b) **Location of Parking.** Parking for any use can be located either: 1) on the lot upon which the use is located; or, 2) on other lots within the Unit Two Property or outside the Unit Two Property with a properly recorded cross-access easement for parking between the two lots.
- c) **Parking for all Restaurants.** (Fast food, sit-down, carry-out, live entertainment, and banquet hall) parking requirements – ten (10) spaces per one thousand (1,000) square feet. Notwithstanding the foregoing, Lot 3 shall only require seven (7) spaces per one thousand (1,000) square feet. Zero (0) spaces per one thousand (1,000) square feet must be devoted to outdoor dining.
- d) **Loading Berths.** Off-street loading areas shall be provided at either the rear or side of the principal buildings for each lot or any adjoining lots, except as deviated by this Ordinance; however, off-street loading docks shall not be required to be provided. If a loading berth is added, it shall not be located adjacent to Galena Boulevard or State Route 47. The required number of loading berths for a particular use shall be as follows:

| <u>GROSS FLOOR AREA</u> | <u>NUMBER (SIZE)</u> |
|--------------------------------|-----------------------------|
| 0 – 11,000 | 0 |
| 11,000 – 15,000 | 1 (12' x 60') |
| 15,000 – 50,000 | 2 (12' x 60') |
| 50,000 - 100,000 | 3 (12' x 60') |

Receipt or distribution of materials or merchandise by U.S. mail trucks, commercial express vehicles, United Parcel Service vehicles, and the like, shall be permitted at locations other than the required off-street loading locations.

- 3) **Signs.** Owner shall be permitted to construct, operate, and maintain temporary and permanent signs upon the various portions of the Unit Two Property owned or controlled by it, pursuant to a written agreement or easement and in accordance with this Ordinance and other ordinances of the Village.

- a) **Permanent Nonresidential Permitted Signs for a Nonresidential Subdivision Ten (10) or More Acres in Size:** A ("Monument Subdivision Sign") shall be permitted as provided in the Amendment. The Monument Subdivision Sign approved by the Village is attached as **Exhibit "G"**). Said sign structure shall have a maximum height of twenty (20) feet, maximum width

of sixteen (16) feet, and maximum area of three hundred twenty (320) square feet, maximum sign face height of sixteen (16) feet, width of ten (10) feet, and maximum area of one hundred sixty (160) square feet with five (5) sign panels. The maximum panel size for any user shall not exceed sixty (60) square feet. Each panel shall be of uniform size and shape. Only one user shall be identified per panel. A total of two (2) Monument Subdivision Signs shall be permitted as shown on the PUD Plan. Monument Subdivision Signs, as depicted in **Exhibit “G”** shall be located on the Owner Property only at the intersection of Galena Boulevard and Lot 7 and Lot 7 and State Route 47. One individual business may not use more than one panel of the Monument Subdivision Sign to advertise its business. Businesses that have frontage along State Route 47 and Galena Boulevard shall not be permitted to advertise on the Monument Subdivision Signs.

- b) **Lot with Freestanding Single Tenant Building (“Monument Single Tenant Signs”)**. Two (2) Monument Single Tenant Signs shall be permitted on each lot or resubdivided lot, but only one such sign per street frontage (with Lot 7 to be included as street frontage). This provision does not apply to directional signage, which each lot shall be permitted, in accordance with the Village Zoning Ordinance.
- c) **Maintenance**. All maintenance obligations related to signage shall be the responsibility of the Owner and/or successor lot owners or tenants. The Village shall be granted easement rights as provided in the Amendment, which shall provide the Village the right, but not the obligation, to perform maintenance in the instance that Owner and/or successor lot owners fail to adequately maintain signage. This easement shall not preclude the Village from pursuing other remedies available through law or equity.
- d) **Aesthetics and Illumination**. All lot owners shall be permitted to provide internal or external lighting (but not both) of any signs. There shall be no color restrictions on any wall or ground signs.

4) **Land Improvements**. All Land Improvements, including the burial of existing utilities, shall be constructed in substantial conformance with the Final Engineering and Final Engineering for Public Road Improvements shown on **Exhibits “C-2” and “C-3”** as approved by the Village Engineer.

Binder course, rather than final pavement lift, on Lot 7 shall be acceptable for receipt of a temporary occupancy certificate for any building on the Unit Two Property in accordance with the provisions set forth in Section 10(B)(2) of the Amendment.

5) **Landscaping Requirements and Deviations**.

- a) **Individual Lot Landscape Requirements**. Perimeter, parkway, and interior landscaping shall be shown on a Final Landscape Plan to be provided by each individual lot owner at the time it submits its application for Final PUD Plans

approval by the Village (“**Lot Landscape Requirements**”). Any deviations from the landscaping requirements of the Village Code shall be as provided in the PUD Plan or as otherwise set forth herein and the deviation list attached as **Exhibit “H”**. The perimeter landscaping to be installed on State Route 47 and/or Galena Boulevard by each lot owner at the time each lot is developed is depicted on the Perimeter Landscape Plan. The Lot Landscape Requirements shall be installed prior to occupancy of any buildings on the Unit Two Property, weather permitting, or, in the event of adverse weather conditions, within sixty (60) days following the commencement of the next successive planting season following issuance of such occupancy permit.

- b) **Owner Landscape Requirements.** Owner shall be responsible for the berms and native seed mix and entry feature landscaping to be installed pursuant to Section 6.C of the Amendment and **Exhibit C-4.1** and the burial of the overhead utility lines adjacent to Lots 1-4 (“**Overhead Utility Lines**”) (“**Owner Landscape Requirements**”). Burial of the Overhead Utility Lines shall be required to be installed as a condition of receiving an occupancy permit for any lot on the Unit Two Property. In addition, Owner shall be responsible for the perimeter landscaping requirements for each lot as set forth in Section 5(a) if not completed within three (3) years of the approval of the Amendment.

6) **Building and Parking Envelope.** The PUD Plan (**Exhibit “C-1”**) identifies envelopes within which the building or buildings and parking lot on each lot within the Unit Two Property may be constructed (“**Building and Parking Envelope**”). The purpose of the Building and Parking Envelope is to provide reasonable flexibility in design, configuration, and location of the buildings within the Building and Parking Envelope. The actual building footprint and parking lot location for each building constructed within the Unit Two Property may be adjusted to meet the reasonable needs and requirements of the uses of such building provided the building footprint and parking lot location are located within the Building and Parking Envelope as identified on the PUD Plan.

7) **Sidewalks and Bike Path.** Owner and/or each lot owner shall be required to construct sidewalks and bike path as identified on the PUD Plan (**Exhibit “C-1”**) and the Final Engineering Plans (**Exhibit “C-2”**). All sidewalks and bike path shall be installed continuously. Security for improvements made pursuant to this provision shall be part of the overall subdivision guarantee.

- a) **Owner Responsibilities.** Owner shall be responsible for installation of the following concurrent with the construction of improvements shown in Final Engineering Plans:
- i. The crosswalks located at Galena Boulevard and State Route 47 and Galena Boulevard and Lot 7. The obligation to construct a future internal crosswalk located across Lot 7 shall be deferred until the Remainder Property is developed.
 - ii. The ten foot (10’) bike path located along Galena Boulevard and State Route 47 (the entire length of Lots 1-4 along the west side of State Route

- 47 and the entire length of Lot 1 and Lot 5 along the south side Galena Boulevard, terminating at the western boundary of Owner Property).
- iii. All sidewalks immediately along the west side of Lots 1-3 frontage (on the east side of Lot 7).

a) **Lot Owner Responsibilities.** Individual lot owners shall be responsible for the installation of the following:

- i. The sidewalk along Lot 4 (on the north side of Lot 7) and Lot 5 (on the west side of Lot 7) may be deferred until such time as each respective lot is developed or a subsequent phase of development of Owner Property occurs, whichever is sooner.

The sidewalks identified in this Section 3.7 shall be the only sidewalks required to be constructed on the Unit Two Property.

8) Exterior Lighting. All exterior pole mounted lighting constructed on the Unit Two Property shall not exceed a maximum height of twenty-five (25) feet, measured from grade. Any lot owner may place accent lighting to illuminate the building and any of the lot's entrances, so long as such work is performed in accordance with the Village Code and in a manner that ensures that the light leaving the site and fixtures does not exceed the Village Code's photometric standards. Photometric plans for each lot shall be approved by the Village as part of each Final PUD Plans application. The Village may require that any such lighting maintain a certain level of consistency with other developments across the same general corridor. In addition, visual and aesthetic compatibility shall be required within the development.

9) Improvements and Development of Land.

a) **Improvements of Land.** As per Section 6.C of the Amendment, Owner may undertake site preparation, mass grading, and installation of underground utilities prior to obtaining Final Plat of Subdivision approval for the Unit Two Property, at its sole risk, provided: (a) the Village Engineer has reviewed and approved the proposed grading and utility plan; (b) the Village has issued a mass grading permit; (c) to the extent required herein, Owner has posted a performance bond acceptable to the Village as to form and issuer; and (d) soil erosion control, tree protection measures (if any is required by Village Ordinance), and any other governmental approvals are in place. Owner hereby agrees to indemnify, defend, and hold harmless the Indemnitees (as defined in the Amendment) from all claims, liabilities, costs, and expenses incurred by or brought against any or all of the Indemnitees as a direct and proximate results of the mass grading and site development work permitted under this sub-paragraph.

b) **Development of Land.** A phasing plan shall not be required for the entire development. Phasing shall be as per Section 6.C and 13.C of the Amendment. The Remainder Property, as hereinafter defined, will be subdivided when end users are identified.

- 10) **Stormwater.** The development of the Unit Two Property shall comply in all respects with the Kane County Stormwater Ordinance. In the event of a conflict between this Ordinance and the Kane County Stormwater Ordinance, the Kane County Stormwater Ordinance shall control.

The Final Engineering provides for the construction of a stormwater management facility on Lot 6 with associated easements on Lot 5 and the land adjoining the Unit Two Property “**Remainder Property**” to serve the Unit Two Property and the Remainder Property. The temporary drainage and utility easement, recorded as document 2008K039973 on May 9, 2008 on the Unit Two Property and the Remainder Property (“**Temporary Drainage Easement**”) shall be terminated pursuant to agreement attached as **Exhibit “F”**. (“**Termination Document**”). The Parties acknowledge that the Final Plat of Subdivision may be recorded without showing the Temporary Drainage Easement even though the Termination Document has not been recorded prior to recording the Final Plat of Subdivision so long as replacement easements are provided on the Final Plat and the required security is posted for the construction of the replacement stormwater improvements. Notwithstanding anything to the contrary provided herein, the Temporary Drainage Easement shall not terminate until the Termination Document is recorded.

- 11) **Special Service Areas.** A back-up special service area shall be established as per Section 14 of the Amendment.
- 12) **Traffic Enforcement.** A private property traffic enforcement agreement shall be entered into as per **Exhibit “H”** of the Amendment.
- 13) **Site Control Escrow.** Street and site clean-up and site control escrow shall be governed by Paragraph 10 of the Amendment.
- 14) **Cross Access Easements.** As provided in Section 6.I of the Amendment. Any cross access between lots, if any, will be provided as a part of reciprocal easement agreement or similar document to be executed and recorded by Owner at the time the Final Plat of Subdivision is recorded.
- 15) **Security.** Security shall be as provided in Section 13 of the Amendment.

SECTION FOUR: MISCELLANEOUS PROVISIONS

- 1) **Binding Nature of Conditions.** The benefits, duties, and provisions of this Ordinance shall be binding on the heirs, successors, and/or assigns of the Owner and/or owners of record of the Unit Two Property. Except as otherwise expressly provided herein, upon the conveyance or assignment by Owner of its interest in the Unit Two Property to any successor, assign, or nominee, Owner shall be released from any and all further liability or responsibility under this Ordinance, except to the extent previously undertaken by Owner,

or for which Owner has posted security to perform an obligation in which case Owner shall be bound to continue to complete its performance unless a replacement bond or letter of credit is posted by the new owner or developer, and accepted by the Village, which shall not be unreasonably withheld. In such event, the original Owner shall be released from the underlying obligation to perform. The Village shall thereafter look only to the successor, assign, or nominee of Owner, as the case may be, concerning the performance of such duties and obligations of Owner hereby undertaken. Any references in this Ordinance to Owner shall also include any successor and/or assign of Owner for any lot conveyed by Owner to the successor and/or assign.

- 2) **Fees.** Owner shall pay all Village fees (including, but not limited to, all engineering, plan review, and legal fees) incurred by the Village as a result of the granting of this Special Use and PUD and all fees specified by Village ordinance as generally applicable to other similar developments, except as modified by the Amendment.
- 3) **Village Ordinance Amendments.** All references to Village ordinances or similar terms shall be references to such ordinances as they are amended from time to time. This Ordinance may be amended from time to time upon application from the then legal owner of fee title to that portion of the Unit Two Property which is subject to and affected by such amendment; provided, that such amendment, if not executed by the then legal owner or owners of any other portion of the Unit Two Property, shall in no manner alter, amend, or modify any of the right, duties or obligations set forth in the Ordinance as they pertain to such other portions of the Unit Two Property. Any legal owner(s) of the Unit Two Property not seeking to amend this Ordinance shall not be required to consent to an amendment of this Ordinance. The provisions of this Ordinance shall supersede the provisions of any ordinance, code, or regulation of the Village which may be in conflict with the provisions hereof. Any lot owner filing an application for approval of Final PUD Plans or amendment to any previously approved plans or any other Zoning or Subdivision application provided in the Village Code (including but not limited to re-zoning, special use, or plat of re-subdivision) that applies only to its individual lot shall not require any other lot owner's consent to any of these applications or approvals. Notwithstanding the foregoing, the Village may not initiate a zoning map amendment unless no building permit has been applied for within five (5) years on one of the lots shown on the PUD Plan.
- 4) **Changes in Use.** All uses must be developed in substantial conformance with this Ordinance and the Village Code and may not be expanded without prior Village approval in accordance with the Village Code, except as otherwise provided in this Ordinance.
- 5) **Items Not Considered Changes; Resubdivision.** The rearrangement of lots, blocks, and building tracts shall be deemed a minor change and an incidental field change if the lot line is moved five (5) feet or less. Such changes may be approved by the Community Development Director, Village Administrator, or other village personnel so empowered by the Village Board, as the case may be. Any changes to the Final Engineering attached as **Exhibit "C-2"** or Final Public Street Improvements attached as **Exhibit "C-3"** required by the Village Engineer or IDOT shall not be considered a change to this Ordinance and

shall be considered an incidental field change that can be approved by the Village Engineer, or other Village personnel so empowered by the Village Board, as the case may be.

a) **Resubdivision.** Any lot may be resubdivided in conformance with the Plat Act, from time to time, into two (2) or more lots after or concurrently with the initial plat of subdivision for each such lot. In the event, however, following the approval and recordation of the initial plat of subdivision of a lot contained within the Unit Two Property, Owner shall be entitled to resubdivided each such lot without further PC/ZBA review, provided the following conditions are met:

i) All resubdivided lots shall comply with the standards of this Ordinance;

ii) Each resubdivided lot shall have access by way of fee title or easements in a form reasonably acceptable to the Village to:

1. A public street for ingress and egress;
2. Water mains;
3. Sanitary sewers;
4. Storm sewers;
5. Electric distribution facilities; and,
6. Such other public utilities as may be necessary and appropriate for the use and occupancy of such subdivided lot.

iii) Utilities for which easements or ownership shall be necessary, as set forth in ii) above, shall be installed and accepted or collateralized in accordance with the Village Code.

iv) Each subdivided lot shall have sufficient off-street parking located thereon as provided in the Village Zoning Ordinance or have access to and use of off-street parking on other portions of the Unit Two Property by way of easements, as provided in the Village Zoning Ordinance.

b) Owner shall have the right to resubdivide the Unit Two Property into lot configurations other than as shown on the PUD Plan or Final Plat of Subdivision, so long as each such lot platted complies with the requirements of the Village Code, except as amended by or otherwise provided in this Ordinance. A resubdivision of any approved final plat of subdivision shall not be considered a change to the final plat, the PUD Plan, or this Ordinance.

6) **Enactment of Ordinances.** The Village agrees to adopt any ordinances which are required to give legal effect to the matters contained in this Ordinance or to correct any technical defects which may arise after the execution of this Ordinance.

7) **Enforceability.** This Ordinance shall be enforceable by any of the Parties hereto by an appropriate action at law or in equity to secure the performance of the terms, provisions,

conditions, and covenants herein contained. Proper venue shall be in the Sixteenth Judicial Circuit, Kane County, Illinois.

- 8) **Expiration of Approvals.** A variation, deviation, or special use approval shall become null and void if a building permit is not applied for within five (5) years on one of the lots shown on the PUD Plan.
- 9) **Approval of Deviations.** As part of the approval of the Special Use for a Planned Unit Development of the Unit Two Property the Village approves the deviations/modifications from the Village Zoning Ordinance and Subdivision Ordinance for the Unit Two Property as provided in **Exhibit “H”**.
- 10) **On-Site and Off-Site Roadways.** All on-site and off-site improvements to all public roads (“**Roadway Improvements**”) located on the Unit Two Property or adjacent to the Unit Two Property are identified on **Exhibits “C-2” and “C-3”**. The Village shall not require Owner or any lot owner to construct or contribute any money or additional property or any other type of improvements for these Roadway Improvements or any other Land Improvements not specifically required under this Ordinance, including the Plans attached to this Ordinance, for any lot on the Unit Two Property, as part of the approved Combined PUD Plans, Approved Final Plans, or Final PUD Plans submitted by Owner or any lot owner for final approval of any of the Permitted Uses or Special Uses listed in **Exhibit “B”**. Additionally, the Owner or any lot owner, shall not be required to conduct or pay for any traffic studies that have not been already conducted by Owner as part of the approved Combined PUD Plans, Approved Final Plan, or Final PUD Plans submitted by Owner or any lot owner for final approval of any of the Permitted Uses or Special Uses listed in **Exhibit “B”** except, however, Owner shall pay for and conduct any traffic study required by IDOT for the Unit Two Property. The Roadway Improvements for all public or private roads shown in **Exhibit “C-2” and “C-3”** satisfy all provisions of Paragraph 3 of the Amendment.
- 11) **Access Locations.** The Village hereby approves the curb cut locations and access points as shown on **Exhibits “C-1” and “C-2”**. In addition, as part of any approved Final PUD Plans submitted by each lot owner, at least one curb cut on the private access drive currently shown as Lot 7 shall be permitted by the Village for each lot and one additional curb cut on the east-west private access drive (also currently shown as Lot 7) shall be permitted for Lot 4.
- 12) **No Obligation to Construct.** Nothing in this Ordinance shall be construed as requiring or obligating Owner to commence construction of any of the Land Improvements, private improvements, or buildings described in this Ordinance. However, once construction has commenced, Owner shall be obligated to continue with the development as more specifically set forth in Section 25 of the Amendment.

Interpretation. To the greatest extent possible, the Amendment and this Ordinance shall be interpreted as fully compatible with one another. In the event there exists a conflict between any term, condition, or provision of this Ordinance and Amendment, this Ordinance shall control with

regard to the approval of any plat or plan specific to the Unit Two Property. In the event there exists a conflict between any term, condition, or provision of this Ordinance and Amendment that is intended to be a generally applicable obligation to the Owner Property, as defined in the Amendment, the Amendment shall control.

SECTION FIVE: GENERAL PROVISIONS

REPEALER. All ordinances or portions thereof in conflict with this Ordinance are hereby repealed.

SEVERABILITY. Should any provision of this Ordinance be declared invalid by a court of competent jurisdiction, the remaining provisions will remain in full force and effect the same as if the invalid provision had not been a part of this Ordinance.

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

TITLES AND CAPTIONS. All article, section, and paragraph titles or captions contained in this Ordinance are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Ordinance.

INCORPORATION OF EXHIBITS. All exhibits attached to this Ordinance are hereby incorporated herein and made a part of the substance hereof.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois this 1st day of November 2022.

Jennifer Konen,
Village President of the Village of Sugar Grove,
Kane County, Illinois

ATTEST _____
Alison Murphy,
Village Clerk of the Village of Sugar
Grove

EXHIBITS LIST

| | |
|-----------------------------|--|
| <u>Exhibit A</u> | Legal Description |
| <u>Exhibit B</u> | Permitted and Special Uses List |
| <u>Exhibit C-1</u> | PUD Plan |
| <u>Exhibit C-2</u> | Final Engineering – Prairie Grove Commons Unit Two |
| <u>Exhibit C-3</u> | Final Engineering - Public Road Improvements |
| <u>Exhibit C-4.1</u> | Perimeter Landscape Plan |
| <u>Exhibit C-4.2</u> | Native Landscape Plan – Lot 6 |
| <u>Exhibit D-1</u> | Grant of Easement |
| <u>Exhibit D-2.1</u> | Temporary Construction and Permanent Drainage and Utility Easement Agreement |
| <u>Exhibit D-2.2</u> | Temporary Construction and Permanent Drainage and Utility Easement Agreement |
| <u>Exhibit E</u> | Final Plat of Subdivision |
| <u>Exhibit F</u> | Termination of Temporary Drainage Easement |
| <u>Exhibit G</u> | Monument Subdivision Signage Plan |
| <u>Exhibit H</u> | Exceptions and Deviations from Zoning and Subdivision Ordinances – Prairie Grove Commons Unit Two |

EXHIBIT A

LEGAL DESCRIPTION

Property PIN: 14-16-400-016 & 14-16-300-012

Owner Property:

THAT PART OF THE SOUTH 1/2 OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING IN THE CENTER OF THE AURORA AND DIXON ROAD 9.62 CHAINS WEST OF THE EAST LINE OF SAID SECTION; THENCE SOUTH TO THE SOUTH LINE OF SAID SECTION 16; THENCE WEST ALONG SAID SOUTH LINE TO THE CENTER LINE OF STATE ROUTE NO. 47; THENCE NORTH ALONG SAID CENTER LINE 395 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 551.4 FEET; THENCE SOUTH PARALLEL WITH THE CENTER LINE OF STATE ROUTE 47, 395 FEET TO THE SOUTH LINE OF SAID SECTION; THENCE WEST ALONG SAID SOUTH LINE TO A POINT 9.62 CHAINS WEST OF THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE NORTH 40 CHAINS TO THE NORTH LINE OF THE SOUTH 1/2 OF SAID SECTION; THENCE EAST ALONG SAID NORTH LINE TO THE CENTER LINE OF SAID STATE ROUTE 47; THENCE SOUTH ALONG SAID CENTER LINE TO THE CENTER LINE OF THE AURORA AND DIXON ROAD AFORESAID; THENCE EASTERLY ALONG THE CENTER LINE OF SAID AURORA AND DIXON ROAD TO THE POINT OF BEGINNING (EXCEPT THAT PART CONVEYED TO THE STATE OF ILLINOIS BY WARRANTY DEED RECORDED AUGUST 18, 1959 AS DOCUMENT 897944 AND ALSO EXCEPT THAT PART LYING EASTERLY OF SAID CENTER LINE OF STATE ROUTE 47 AND ALSO EXCEPTING THAT PART THEREOF FALLING IN LOT 1 IN PRAIRIE GROVE COMMONS UNIT ONE, RECORDED SEPTEMBER 15, 2010 AS DOCUMENT NUMBER 2010K060656 AND ALSO EXCEPT THAT PART DEDICATED FOR DIVISION DRIVE (66.0 FEET WIDE) ON SAID PLAT OF PRAIRIE GROVE COMMONS UNIT ONE, AND ALSO EXCEPT THAT PART OF THE LAND DEDICATED FOR ROADWAY AND UTILITY PURPOSES TO THE VILLAGE OF SUGAR GROVE RECORDED AS DOCUMENT 2008K039972 IN THE TOWNSHIP OF SUGAR GROVE, KANE COUNTY, ILLINOIS.

Prairie Grove Commons Unit Two (Part of Owner Property):

THAT PART OF THE SOUTH HALF OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE RIGHT-OF-WAY DEDICATED AS GALENA BOULEVARD BY DOCUMENT 2008K039972, SAID POINT ALSO LYING ON A LINE DRAWN FROM A POINT ON THE SOUTH LINE OF SAID SECTION 16 WHICH IS 9.62 CHAINS WEST OF THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 16; THENCE N89°35'19"E ALONG THE SOUTH LINE OF SAID GALENA BOULEVARD, 873.36 FEET TO AN ANGLE POINT IN SAID SOUTH LINE; THENCE S45°13'43"E ALONG SAID SOUTH LINE, 43.23 FEET TO THE SOUTHEAST CORNER OF

SAID GALENA BOULEVARD, SAID POINT LYING ON THE WEST LINE OF ILLINOIS ROUTE 47 AS DEDICATED BY DOCUMENT 897944; THENCE S0°04'31"E ALONG SAID WEST LINE, 642.34 FEET; THENCE S89°35'19"W, 360.19 FEET; THENCE N0°24'41"W, 111.00 FEET; THENCE N19°45'55"W, 273.23 FEET; THENCE N0°17'01"W, 29.21 FEET; THENCE S89°35'19"W, 420.00 FEET; THENCE S0°17'01"E, 398.00 FEET; THENCE N89°35'19"E, 105.00 FEET; THENCE S0°17'01"E, 1077.70 FEET; THENCE N89°42'59"E, 270.62 FEET TO A POINT ON SAID WEST LINE OF ILLINOIS ROUTE 47; THENCE CONTINUING SOUTHWESTERLY ALONG SAID WEST LINE, BEING A CIRCULAR CURVE HAVING A RADIUS OF 357.00 FEET CONCAVE TO THE SOUTHEAST, THE CHORD OF WHICH BEARS S39°14'19"W, 136.28 FEET; THENCE CONTINUING S28°18'09"W ALONG SAID WEST LINE, 195.17 FEET; THENCE SOUTHWESTERLY ALONG SAID WEST LINE, BEING A CIRCULAR CURVE HAVING A RADIUS OF 380.00 FEET CONCAVE TO THE NORTHWEST, THE CHORD OF WHICH BEARS S50°46'53"W, 298.17 FEET TO A POINT ON SAID LINE DRAWN FROM A POINT ON THE SOUTH LINE OF SAID SECTION 16 WHICH IS 9.62 CHAINS WEST OF THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 16; THENCE N0°17'01"W ALONG SAID LINE, 2208.88 FEET TO THE POINT OF BEGINNING IN THE VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS.

EXHIBIT B

PERMITTED AND SPECIAL USES LIST

PERMITTED USES

Only the uses identified in the *Commercial Uses* and *Office Uses* sections under the B-3 Zoning District of the Table of Permitted Uses (Section 11-4-22 of the Village Zoning Ordinance), and Planned Developments, in compliance with the applicable additional standards, conditions and requirements of Section 11-4-22-C of the Village Zoning Ordinance, except as provided otherwise herein, are permitted on the Owner Property, together with any uses added to the uses identified in the Commercial Uses and Office Uses sections under the B-3 Zoning District of Section 11-4-22 of the Village Zoning Ordinance.

In the event the following uses are established on the Unit Two Property, the additional standards, conditions and requirements shall apply:

Motor vehicle sales – must provide a minimum ten thousand (10,000) square feet of indoor showroom for displaying vehicles, not including office or garage space. Primary sales must be of new vehicles and shall be limited to automobiles, SUVs, pick-up trucks, motorcycles, ATVs and UTVs. The sale of any other type of vehicle shall require a special use permit.

Lumberyard – must be indoor only, unless accessory to a retail use and square footage shall not exceed 50% of the square footage of the primary indoor retail use.

Storage facilities must be an indoor, climate-controlled facility only, consisting of individual private storage spaces available for lease or rent to the general public, not for commercial purposes.

Notwithstanding Section 11-4-22 of the Village Zoning Ordinance, Owner is permitted to establish the first bank/financial institution, including drive-through service window, car wash, hotel, and motor vehicle fuel station on the Owner Property, as defined in the Amendment without a Special Use Permit. A Special Use Permit shall be required in order to establish and operate a second or more bank/financial institution, car wash, hotel, and motor vehicle fuel station on the Owner Property.

SECTION 11-4-22C

B-3 Commercial and Office Uses Contained in Zoning Ordinance Currently in Effect

| Use | B-3 Zoning District |
|---|---------------------|
| Commercial Uses | |
| Adult entertainment | |
| Art gallery | P |
| Auction room | S |
| Bank and financial institution | S |
| Banquet hall | P* |
| Banquet Hall, within 600 feet of a residential lot | S |
| Beauty shop, barbershop, and day spa | P |
| Bed and breakfast guesthouse | S |
| Bicycle sales and service | P |
| Car wash | S |
| Carpet and upholstery cleaners | S |
| Catering service | P |
| Cleaning and exterminating service | S |
| Clothing and costume rental store | P |
| Currency exchange | S |
| Drinking establishments | P |
| Equipment rental and leasing service | S |
| Event venue | |
| Florist | P |
| Food store | P |
| Food store, convenience | P |
| General repair service | P |
| General retail | P |
| Hotel, motel, and inn | S |
| Ice cream parlor | P |
| Laundry service | P* |

| | |
|--|-----------|
| Locksmith | P |
| Lumberyard | P |
| Mailing service | P |
| Medical supply rental | P |
| Motor vehicle fuel station | S |
| Motor vehicle parts retail | P* |
| Motor vehicle repair, Class I | P* |
| Motor vehicle repair, Class II | P* |
| Motor vehicle repair, Class III | |
| Motor vehicle repair, Class IV | |
| Motor vehicle sales | P* |
| Mulch, firewood sales | |
| Package liquor and wine, retail | P |
| Pawnshop | S |
| Pharmacy | P |
| Picture framing | P |
| Printing and publishing | P |
| Resale shop | P |
| Restaurant | P |
| Restaurant, alcohol service | P |
| Restaurant, carry out | P |
| Restaurant, drive-through | P |
| Restaurant, live entertainment, or dancing | S |
| Septic tank or sewer cleaning service | P |
| Small engine repair shop (not motor vehicles) | P |
| Sports and recreation, indoor | S |
| Sports and recreation, outdoor | S |
| Storage facilities | S |
| Tailor or dressmaker shop | P |
| Tattoo parlor | P |
| Taxidermist | P |
| Theater | P |
| Tobacco or vape shop | S |

| | |
|---|----------|
| Undertaking establishment, funeral parlor and mortuary | P |
| Office Uses | |
| Contractor's office | P |
| Counseling service | P |
| General office | P |
| Medical laboratory | S |
| Medical office | P |

***Refers to additional standards and criteria in section 11-4-23 for specific uses**

EXHIBIT C-1

PUD PLAN

[Click Here for Exhibit C-1 PUD Plan](#)

EXHIBIT C-2

FINAL ENGINEERING

[Click Here for Link to Exhibit C-2 Final Engineering](#)

EXHIBIT C-3

FINAL ENGINEERING FOR PUBLIC ROAD IMPROVEMENTS

Click here for link to Exhibit C-3 Final Engineering -
Public Road Improvements

EXHIBIT C-4.1

PERIMETER LANDSCAPE PLAN

Click here for link to Exhibit C-4.1 -
Perimeter Landscape Plan

EXHIBIT C-4.2

NATIVE LANDSCAPE PLAN – LOT 6

Click here for link to Exhibit C-4.2 -
Native Landscape Plan - Lot 6

EXHIBIT D-1

GRANT OF EASEMENT

[Click here for link to Exhibit D-1 - Grant of Easement](#)

EXHIBIT D-2.1

**TEMPORARY CONSTRUCTION AND PERMANENT DRAINAGE AND UTILITY
EASEMENT AGREEMENT**

Click here for link to Exhibit D-2.1 - Temporary
Construction and Permanent Drainage and Utility
Easement Agreement

EXHIBIT D-2.2

**TEMPORARY CONSTRUCTION AND PERMANENT DRAINAGE AND UTILITY
EASEMENT AGREEMENT**

**GRANT OF TEMPORARY
CONSTRUCTION AND PERMANENT
DRAINAGE AND UTILITY EASEMENT**

PREPARED BY & RETURN TO:

**Laura M. Julien
MICKEY, WILSON, WEILER, RENZI,
LENERT & JULIEN, P.C.
140 S. Municipal Drive
Sugar Grove, IL 60554**

**GRANT OF TEMPORARY CONSTRUCTION AND PERMANENT DRAINAGE AND
UTILITY EASEMENT**

THIS GRANT OF TEMPORARY CONSTRUCTION AND PERMANENT DRAINAGE AND UTILITY EASEMENT (“Grant”) is made and entered into as of this __ day of ____, 2022, by and between **SUGAR GROVE INVESTMENTS, L.L.C.**, an Illinois limited liability company, 70 W. Madison Street, Suite 2300, Chicago, Illinois 60602; **MMB, L.L.C.**, an Illinois limited liability company, 70 W. Madison Street, Suite 2300, Chicago Illinois 60602; and **RCL, L.L.C.**, an Illinois limited liability company, 70 W. Madison Street, Suite 2300, Chicago, Illinois 60602, and their successors and assigns (“**Grantors**”) and **THE VILLAGE OF SUGAR GROVE**, an Illinois municipal corporation, 10 S. Municipal Drive, Sugar Grove, IL 60554, and its successors and assigns (“**Grantee**”) (as each may be individually referred to as a “**Party**” or collectively as the “**Parties**”).

RECITALS

WHEREAS, Grantors are the owners of record of certain real property identified by parcel numbers 14-15-300-013 & 14-16-400-014, Kane County, Illinois, and legally described on the attached **Exhibit A** (“**Grantors’ Property**”), incorporated herein by reference; and,

WHEREAS, Grantee desires to obtain a permanent drainage and utility easement (“**Permanent Easement**”) across certain portions of Grantors’ Property for the purposes of constructing, operating, and maintaining underground water, storm water, and sanitary sewer mains and related appurtenances (“**Facilities**”); and,

WHEREAS, to install the Facilities on Grantors’ Property, Grantee requires a temporary construction easement for the purpose of locating personnel, equipment, and material (“**Temporary Construction Easement**”); and,

WHEREAS, Grantors desire to grant Grantee both the Temporary Construction Easement and Permanent Easement (collectively, “**Easements**”) in and along Grantors’ Property at the locations set forth on **Exhibit B**, incorporated herein by reference, for the construction and installation of the Facilities in accordance with the terms and conditions of this Grant; and,

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals.** The above recitals are incorporated herein by reference.

2. **Grant of Easements.**

A. Consideration. In consideration for the Grant of Easements set forth herein, Grantee shall pay Grantors a sum in the amount of Ten and 00/100 Dollars (\$10.00).

B. General Conditions. Grantors hereby grant and convey to Grantee, for the benefit of Grantee, both a Permanent Easement for the Facilities and a Temporary Construction Easement for the construction, maintenance and repair of said Facilities, together with the right of ingress and egress for the purpose of constructing and maintaining said Facilities, over, under, along, upon and through said Easements hereinafter described. Further, Grantors agree take any and all other actions necessary to effectuate this Grant.

The Easements described herein are all situated in unincorporated Kane County immediately adjacent to the corporate limits of the Village of Sugar Grove, County of Kane in the State of Illinois, and to the extent applicable, Grantors hereby release and waive all rights under and by virtue of the Homestead Exemption Laws of this State.

Grantee’s rights in the Easements described above shall include the right to have third-parties enter onto Grantors’ Property and utilize the Easements to perform the construction and maintenance activities to the Facilities herein described.

Grantee shall install, or cause to be installed, a twelve-inch (12”) sewer in the within the Permanent Easement.. Grantors and Grantors’ successors and assigns shall have the right to make connections to the Facilities at no cost, including tap-on fees, and without recapture or reimbursement. Grantee shall reserve sufficient capacity to service a residential development on Grantors’ Property with a density of up to twelve (12) units per acre. Any development proposed at a later date is otherwise subject to Village review and approvals per the ordinances of the Village of Sugar Grove. The waiver of tap-on fees and reservation of capacity set forth in this paragraph shall be conditional upon the annexation of Grantors’ Property into the Village of Sugar Grove.

C. Temporary Construction Easement. A temporary, non-exclusive easement over, under, in, along, across, and upon the portion of Grantors’ Property shown on the attached and incorporated **Exhibit B**. Grantee may use the Temporary Construction Easement for the purposes of constructing and installing the Facilities, which shall include, but shall not be limited to, the right to conduct studies, tests, examination and surveys, the right to temporarily place and store

equipment, vehicles and materials, and to erect structures, the right to trim, cut and remove all trees, structures, and any other obstruction or obstacles. The Temporary Construction Easement shall commence on the Effective Date of this Grant and shall automatically terminate and expire upon the completion of construction of the Facilities; provided, however, that Grantee shall have the right to utilize the Temporary Construction Easement as reasonably required in connection with the repair, replacement and maintenance of the Facilities following completion of construction of the Facilities. Upon the completion of any such construction, repair, replacement or maintenance, Grantee shall restore the Easements to the condition that existed prior to the commencement thereof. Grantee shall make reasonable efforts not interfere with the existing farm operation on Grantor's Property.

D. Permanent Easement. A permanent, non-exclusive drainage and utility easement over, under, in, along, across, and upon the portion of Grantors' Property shown on the attached and incorporated **Exhibit B**, including the right to ingress and egress for the lawful construction, installation, operation, maintenance, repair, replacement, and use of the Facilities. The Permanent Easement shall commence upon the effective date of this Grant and shall run with the land and continue in full force and effect until Grantee formally vacates the Permanent Easement. Grantors, successors and assigns, shall have access over the easement for construction of roads, driveways, berming and landscaping within the easement.

3. Cost of Construction and Maintenance. All work undertaken by Grantee or its licensees, successors in interest, or assigns, shall be at no expense to Grantors.

4. Grantee's Obligations. Grantee guarantees to Grantors that:

A. Restoration and Non-Interference. In the event the surface of any Easement is disturbed by Grantee's exercise of any of its easement rights under this Grant, such Easement shall be restored, as reasonably as practical, to the condition in which it existed at the commencement of such activities. Grantee shall not permit, operate, or install any object or improvement in the Easements which would in any way unreasonably restrict or interfere with Grantors' ingress and egress from Grantors' Property or the use of Grantors' Property by Grantors, their tenants, invitees, licensees and guests.

B. Indemnification. Grantee will indemnify and hold harmless Grantors and their agents and employees from and against all claims, damages, losses, and expenses arising out of or resulting from the performance of the work and caused by Grantee, Grantee's contractor, or anyone directly or indirectly employed by either of them, including but not limited to loss of farm rental income to Grantors resulting from the performance of the work. Grantee shall reimburse Grantors for any such loss upon demand.

5. Grantors' Assurances. Grantors, for themselves and their heirs, assigns and successors in interest, hereby covenants with Grantee, that Grantee's officers, agents, employees, or persons under contract with Grantee, may at any and all times, when necessary or convenient to do so, go over and upon the Easements, and do or perform any and all acts necessary or convenient for effectuating the purposes for which this grant is made; that Grantors shall not disturb, injure, molest, or in any manner interfere with any of said Facilities or material for laying, maintaining,

operating or repairing the same in, over or upon the Easements. Grantors further covenants that no buildings, structures or fencing shall be constructed or placed on the Easements, and that Grantee shall have the right to remove any such buildings, structures, or fencing so constructed or placed.

6. Additional Considerations.

A. Title to Property. Full and complete title, ownership and use of Grantors' Property is hereby reserved to Grantors, subject only to the right, permission and authority expressly granted to Grantee with regard to the Easements in this Grant.

B. Title to Improvements. Title to the Facilities, as previously defined, that are installed within the Easements by or on behalf of Grantee or its successors, assigns, and licensees shall vest solely in Grantee.

C. Crop Damage. In consideration for crop damage, Grantee agrees that it will compensate Grantors (or the party farming Grantors' Property or the owner of the crops, as the case may be) in a fair and reasonable amount for the crop losses sustained from said damage and compensate Grantors (or the party farming Grantors' Property or owner of crops, as the case may be) in a fair and reasonable amount for the crop losses sustained from said damage and compensate Grantors (or the party farming Grantors' Property, as the case may be). The reasonable amount of any such loss shall be determined by then current crop prices as set forth in a generally available farm industry publication. In the event any act or omission of Grantee in connection with this Grant results in any loss of farm rent, Grantee shall reimburse Grantors for same based on the rent per acre under the most recent farm lease affecting Grantors Property.

D. No Recapture. Both Grantee and Grantors agree that there shall be no reimbursement to Grantors, nor any recapture, due for the improvements set forth herein.

E. Waiver of Future Village Connection Fee. Upon the annexation of Grantors' Property into the Village of Sugar Grove, Grantee hereby agrees to waive its connection fee for Grantors' Property to connect to Grantee's sanitary sewer main located within the Permanent Easement. This waiver shall be limited to one (1) connection of reasonable size required to serve Grantors' Property tributary to the proposed sewer by gravity, as determined by the Village Engineer of Grantee. This waiver shall not include fees payable to other entities or fees associated with third-party expenses (e.g., consultant review fees). This waiver is conditioned upon the satisfaction of all other Village ordinances for making such a connection. This waiver is not transferrable or applicable to any other property within the Village of Sugar Grove.

F. Insurance. Grantee shall require insurance from any of Grantee's contractors performing work in the Easements for the construction, maintenance, and repair of the Facilities. A copy of said insurance shall be provided to Grantors prior to the commencement of work..Such insurance shall name Grantors as an additional insured.

7. Miscellaneous Provisions.

A. Amendments. Except as otherwise provided herein, this Grant may be amended or modified by, and only by written instrument duly authorized and executed by the Parties hereto.

B. Binding Effect. This Grant shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, beneficiaries, grantees, successors, and assigns, and shall run with the land.

C. Liberal Construction. This Grant and the rights and duties created hereby shall be liberally construed to give effect to the purpose and intent of the Parties hereto.

D. Captions and Paragraph Headings. The captions and paragraph headings inserted into this Grant are for convenience only and are not intended to, and shall not be construed to limit, enlarge, or affect the scope or intent of this Grant or the meaning of any provisions hereof.

E. Recitals and Exhibits. The recitals set forth at the beginning of this Grant and the exhibits attached hereto are incorporated into this Grant and made part of the substance hereof.

F. Governing Law. This Grant shall be governed by and construed in accordance with the laws of the State of Illinois and venue shall lie exclusively in the Sixteenth Judicial Circuit, Kane County, Illinois.

G. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or telecopied with confirmation of receipt, or two business days following deposit in the United States mail, by certified or regular mail, first-class postage paid, return receipt requested, and addressed to the appropriate party or parties as follows:

If to Grantors: c/o Ronald S. Cope
Schain Banks
70 West Madison Street, Suite 2300
Chicago, IL 60602

If to Grantee: Village of Sugar Grove
10 S. Municipal Drive
Sugar Grove, IL 60554
Attn: Village Administrator

With a copy to: Mickey, Wilson, Weiler, Renzi, Lenert & Julien, P.C.
140 S. Municipal Drive
Sugar Grove, IL 60554
Attn: Village Attorney

***[BALANCE OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]***

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

GRANTORS:

**SUGAR GROVE INVESTMENTS,
L.L.C.**, an Illinois limited liability company

By: _____
Ronald S. Cope, Manager

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, _____, a notary public, in and for said county and state aforesaid, do hereby certify that **Ronald S. Cope**, Manager of **SUGAR GROVE INVESTMENTS, L.L.C.**, an Illinois limited liability company, personally known to me the _____, and the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the foregoing instrument as their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 2022.

Notary Public

MMB, L.L.C., an Illinois limited liability company

By: _____
Ronald S. Cope, Manager

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, _____, a notary public, in and for said county and state aforesaid, do hereby certify that **Ronald S. Cope**, Manager of **MMB, L.L.C.**, an Illinois limited liability company, personally known to me the _____, and the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the foregoing instrument as their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 2022.

Notary Public

RCL, L.L.C., an Illinois limited liability company

By: _____
Ronald S. Cope, Manager

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, _____, a notary public, in and for said county and state aforesaid, do hereby certify that **Ronald S. Cope**, Manager of **RCL, L.L.C.**, an Illinois limited liability company, an Illinois limited liability company, personally known to me the _____, and the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the foregoing instrument as their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 2022.

Notary Public

GRANTEE:

VILLAGE OF SUGAR GROVE, an
Illinois municipal corporation

By: _____
Name: _____
Title: _____

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, _____, a notary public, in and for said county and state aforesaid, do hereby certify that _____, _____ of **VILLAGE OF SUGAR GROVE**, an Illinois municipal corporation, personally known to me the _____, and the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the foregoing instrument as their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 2022.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF GRANTORS' PROPERTY

PINs #: 14-15-300-013 & 14-16-400-014

Common Address: Property 1/3 mile Easterly of the Southeast Corner of Route 47 and Galena Road, Sugar Grove, Illinois 60554

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 15 AND PART OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 15; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 15, 674.11 FEET TO A MONUMENTAL LIMESTONE; THENCE SOUTHERLY 5294.07 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER THAT IS 673.20 FEET (10.20 CHAINS) EASTERLY OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER AND ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 16 1308.12 FEET (19.82 CHAINS); THENCE NORTHERLY ALONG THE WEST LINE, AS FORMERLY MONUMENTED, OF A TRACT OF LAND CONVEYED TO HARRIETTE M. MCVAY BY DEED RECORDED AS DOCUMENT 1594484, 71.88 FEET TO THE NORTH LINE OF ILLINOIS STATE ROUTE 56 FOR A POINT OF BEGINNING; THENCE CONTINUING NORTHERLY ALONG THE WEST LINE, AS FORMERLY MONUMENTED, OF SAID MCVAY TRACT 2338.92 FEET TO THE SOUTHERLY LINE OF A TRACT OF LAND CONVEYED TO THE STATE OF ILLINOIS FOR HIGHWAY PURPOSES BY DOCUMENT 93K52850; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID STATE OF ILLINOIS TRACT, BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 2467.16 FEET, TANGENT TO A LINE FORMING AN ANGLE OF 87 DEGREES 05 MINUTES 24 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED COUNTER-CLOCKWISE THEREFROM) 269.92 FEET; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID STATE OF ILLINOIS TRACT, TANGENT TO THE LAST DESCRIBED CURVE AT THE LAST DESCRIBED POINT 1911.31 FEET; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID STATE OF ILLINOIS TRACT, BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 22,140.75 FEET TANGENT TO THE LAST DESCRIBED COURSE 587.27 FEET TO A LINE DRAWN PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER FROM A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER THAT IS 577.50 FEET (8.75 CHAINS) WESTERLY OF THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTHERLY PARALLEL WITH SAID EAST LINE 1871.70 FEET TO THE NORTHERLY LINE OF SAID STATE ROUTE; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID STATE ROUTE. BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 4483.75 FEET TANGENT TO A LINE FORMING AN ANGLE OF 96 DEGREES 10 MINUTES 46 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED COUNTER-CLOCKWISE THEREFROM) 447.42 FEET; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID STATE ROUTE 2278.98 FEET TO THE POINT OF BEGINNING, IN SUGAR GROVE TOWNSHIP, KANE COUNTY, ILLINOIS.

EXHIBIT B

EASEMENT

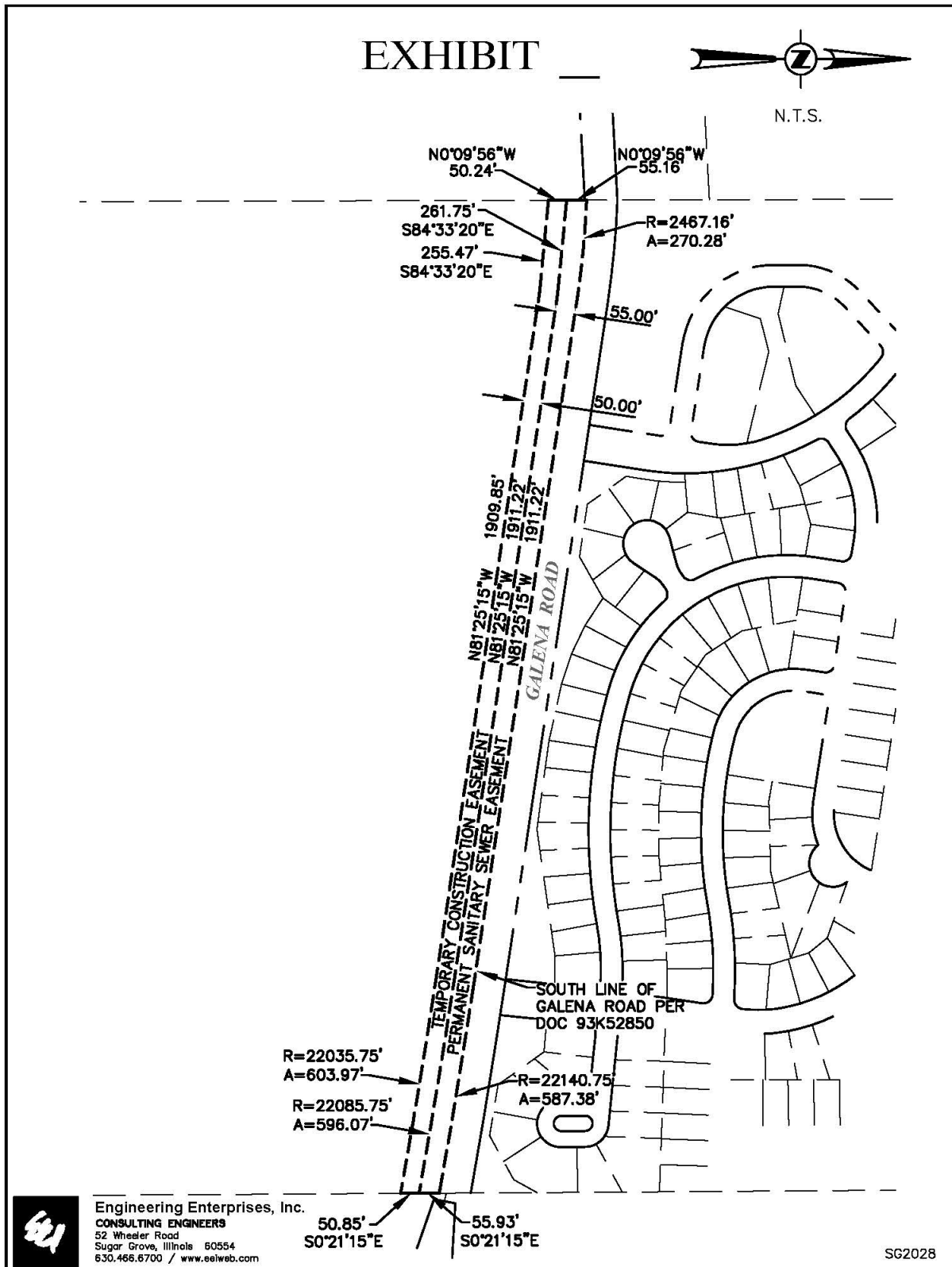


EXHIBIT E

FINAL PLAT OF SUBDIVISION

[Click here for link to Exhibit E - Final Plat of Subdivision](#)

EXHIBIT F

TERMINATION OF TEMPORARY DRAINAGE EASEMENT

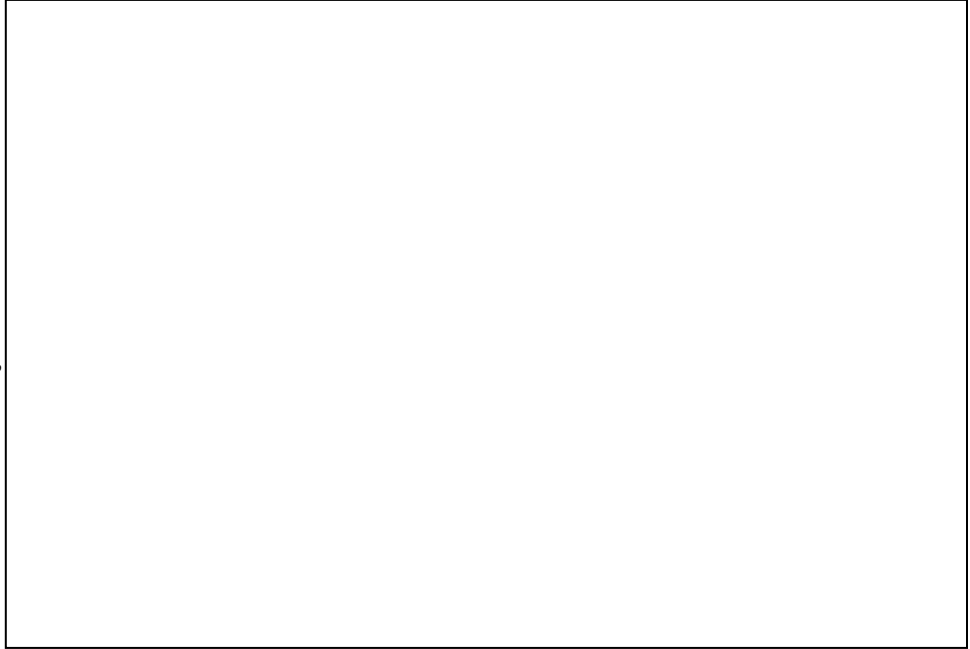
THIS INSTRUMENT

PREPARED BY

AND RETURN TO:

ALAN D. PEARLMAN

Law Offices of Alan D. Pearlman,
2803 Butterfield Road, Suite 300
Oak Brook, Illinois 60523



**TERMINATION OF TEMPORARY CONSTRUCTION EASEMENTS
AND TEMPORARY STORMWATER MANAGEMENT EASEMENT**

THIS TERMINATION OF TEMPORARY CONSTRUCTION EASEMENTS AND TEMPORARY STORMWATER MANAGEMENT EASEMENT ("Termination") is entered into as of the ____ day of _____, 2022 by and between the **VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS ("Village ")** and **SDP SUGAR GROVE, LLC**, an Illinois limited liability company ("**SDP** ").

R E C I T A L S:

A. SDP is the owner of a certain parcel of land at the southwest corner of Galena Boulevard and Illinois Route 47, in the Village of Sugar Grove, Kane County, Illinois, as legally described on **Exhibit "A"** attached hereto and made a part hereof (the "**Property**").

B. The Property is encumbered by that certain Grant of Easement for Public Utilities and Shared Use Path for the benefit of the Village recorded in the Kane County Recorder's Office on May 9, 2008 as Document Number 2008K039973 (the "**Grant of Easement**").

C. The Grant of Easement included the following separate specific grants of easement (all as more specifically set forth therein): (i) temporary construction easements in favor of the

Village over certain portions of the Property as shown on the Grant of Easement (the "**Temporary Construction Easements**"); and (ii) a temporary stormwater management easement in favor of the Village over certain portions of the Property as shown on the Grant of Easement (the "**Temporary Stormwater Easement**").

D. The Temporary Construction Easements and Temporary Stormwater Easement were intended to expire upon the satisfaction of certain conditions as set forth in the Grant of Easement; it being acknowledged, however, that the purpose of such conditions was to ensure that permanent stormwater facilities and easements necessary to serve the Property and certain other adjacent land (collectively, the "**Permanent Stormwater Facilities**") would be in place prior to the termination of the Temporary Construction Easements and Temporary Stormwater Easement.

E. On or before the date hereof the Permanent Stormwater Facilities are in place and operating.

F. The parties desire to memorialize the termination of the Temporary Construction Easements and Temporary Stormwater Easement as more specifically set forth below.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the Village and SDP do hereby agree as follows:

1. **Recitals, Definitions.** The aforesaid Recitals are hereby incorporated herein as if fully set forth in this Paragraph 1.

2. **Termination of Temporary Construction Easements and Temporary Stormwater Easement.** By execution and recordation hereof against the Property, the Village, as the beneficiary of the Temporary Construction Easements and Temporary Stormwater Easement, and SDP, as the sole owner of the Property burdened by the Temporary Construction Easements and Temporary Stormwater Easement, hereby declare that the Temporary Construction Easements and Temporary Stormwater Easement are terminated and null and void and of no further force or effect from and after the date hereof.

3. **Miscellaneous.** The headings, captions, numbering system, etc., are inserted only as a matter of convenience and may under no circumstances be considered in interpreting the provisions of this Termination. All of the provisions of this Termination are hereby made binding upon the personal representatives, heirs, successors, and assigns of both parties hereto. This Termination may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical. This Termination shall be construed under and in accordance with the laws of the State of Illinois.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Village and SDP have executed this Termination of Temporary Construction Easements and Temporary Stormwater Management Easement as of the date first above written.

VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS

By: _____
Name: _____
Its: _____

Attest: _____
Its: _____

STATE OF ILLINOIS)
) **SS.**
COUNTY OF _____)

I, _____, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, _____, _____, and _____ of the Village of Sugar Grove, personally known to me to be the same persons whose names are subscribed to the foregoing **Termination of Temporary Construction Easements and Temporary Stormwater Management Easement**, appeared before me this day in person and acknowledged that they signed and delivered the said instrument, on behalf of said Village and as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this day of _____, 2022.

Notary Public

SDP SUGAR GROVE, LLC, an Illinois limited liability company

By: _____

Name: _____

Its: _____

STATE OF ILLINOIS)
) **SS.**
COUNTY OF _____)

I, _____, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **PATRICK F. DALY**, Manager of SDP Sugar Grove, LLC, personally known to me to be the same person whose name is subscribed to the foregoing **Termination of Temporary Construction Easements and Temporary Stormwater Management Easement**, appeared before me this day in person and acknowledged that he signed and delivered the said instrument on behalf of said limited liability company and as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this ____ day of _____, 2022.

Notary Public

_____ ("Mortgagee"), holder of a [Mortgage] dated as of _____, 2021, recorded in the Kane County Recorder's Office on _____, 2021, as Document Number _____ (the "Mortgage") hereby consents to the execution and joins in the attached **Termination of Temporary Construction Easements and Temporary Stormwater Management Easement**.

IN WITNESS WHEREOF, the Mortgagee has caused this Consent and Joinder of Lender to be signed by its duly authorized officer on its behalf as of this _____ day of _____, 2022.

Its: _____

I, _____, a Notary Public in and for said County and State, do hereby certify that _____, the _____ of _____, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act, and as the free and voluntary act of said Mortgagee, for the uses and purposes therein set forth.

Notary Public

EXHIBIT A

Legal Description of Property

THAT PART OF THE SOUTH 1/2 OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING IN THE CENTER OF THE AURORA AND DIXON ROAD 9.62 CHAINS WEST OF THE EAST LINE OF SAID SECTION; THENCE SOUTH TO THE SOUTH LINE OF SAID SECTION 16; THENCE WEST ALONG SAID SOUTH LINE TO THE CENTER LINE OF STATE ROUTE NO. 47; THENCE NORTH ALONG SAID CENTER LINE 395 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 551.4 FEET; THENCE SOUTH PARALLEL WITH THE CENTER LINE OF STATE ROUTE 47, 395 FEET TO THE SOUTH LINE OF SAID SECTION; THENCE WEST ALONG SAID SOUTH LINE TO A POINT 9.62 CHAINS WEST OF THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE NORTH 40 CHAINS TO THE NORTH LINE OF THE SOUTH 1/2 OF SAID SECTION; THENCE EAST ALONG SAID NORTH LINE TO THE CENTER LINE OF SAID STATE ROUTE 47; THENCE SOUTH ALONG SAID CENTER LINE TO THE CENTER LINE OF THE AURORA AND DIXON ROAD AFORESAID; THENCE EASTERLY ALONG THE CENTER LINE OF SAID AURORA AND DIXON ROAD TO THE POINT OF BEGINNING (EXCEPT THAT PART CONVEYED TO THE STATE OF ILLINOIS BY WARRANTY DEED RECORDED AUGUST 18, 1959 AS DOCUMENT 897944 AND ALSO EXCEPT THAT PART LYING EASTERLY OF SAID CENTER LINE OF STATE ROUTE 47 AND ALSO EXCEPTING THAT PART THEREOF FALLING IN LOT 1 IN PRAIRIE GROVE COMMONS UNIT ONE, RECORDED SEPTEMBER 15, 2010 AS DOCUMENT NUMBER 2010K060656 AND ALSO EXCEPT THAT PART DEDICATED FOR DIVISION DRIVE (66.0 FEET WIDE) ON SAID PLAT OF PRAIRIE GROVE COMMONS UNIT ONE, AND ALSO EXCEPT THAT PART OF THE LAND DEDICATED FOR ROADWAY AND UTILITY PURPOSES TO THE VILLAGE OF SUGAR GROVE RECORDED AS DOCUMENT 2008K039972) IN THE TOWNSHIP OF SUGAR GROVE, KANE COUNTY, ILLINOIS.

Commonly known as: Southwest Corner of Galena Blvd. and Illinois Route 47
Sugar Grove, IL

Permanent Index Numbers: 14-16-300-012
14-16-400-016

MONUMENT SUBDIVISION SIGNAGE PLAN



EXHIBIT H

EXCEPTIONS AND DEVIATIONS FROM ZONING AND SUBDIVISION ORDINANCES PRAIRIE GROVE COMMONS UNIT TWO

| <u>Code Section</u> | <u>Code Requirement</u> | <u>Modification Requested</u> | <u>Rationale</u> |
|--|---|--|--|
| 11-4-7E3 | Height: No accessory use, accessory structure, or accessory building shall exceed the height of fifteen feet (15'). | Modification for Lot 1 only: Accessory structures on Lot 1 shall not exceed the height of twenty feet (20') feet | This is the standard height of fuel canopies |
| 11-4-9B | Permanent, Ground Mounted, Directional: Nonresidential: Monument or two-pole signs only that state directions within the lot such as "Entrance" or "Exit" or list address/suite numbers and the respective business name for directional purposes and subject to the maximum height, width, and area for the structure and face specified in subsection G of this section. Three (3) signs are allowed per lot, with the exception of lots with multiple buildings which are allowed one per building. Advertising matter is not allowed on these signs. These signs may not be illuminated. These are permitted in addition to those permitted by subsection F of this section | "Entrance" or "Exit" signs shall be permitted to be illuminated. | Most end users want illuminated "Entrance" and "Exit" signs. |
| 11-12-3E, only as pertains to restaurants (fast food, sit down, and banquet halls) | Restaurants, fast food, Restaurants, sit down and banquet halls Off-street parking of (13) spaces per one thousand (1,000) square feet of floor area, plus eight (8) stacking spaces for each drive-up window through which food and drink is dispensed. | Off-street parking of ten (10) parking spaces per thousand (1,000) square feet of floor area, plus eight (8) stacking spaces for each drive-up window through which food and drink is dispensed. | This is more than adequate parking ratio for a restaurant use. |

| <u>Code Section</u> | <u>Code Requirement</u> | <u>Modification Requested</u> | <u>Rationale</u> |
|---|---|--|---|
| 11-12-3E, only as pertains to restaurants (fast food) | Restaurants, fast food- Off-street parking of thirteen (13) spaces per one thousand (1,000) square feet of floor area, plus eight (8) stacking spaces for each drive-up window through which food and drink is dispensed | Modification for Lot 3 only: Seven (7) spaces per one thousand (1,000) square feet of floor area, plus eight (8) stacking spaces for each drive-up window through which food and drink is dispensed. | Plans from end user are only proposed to have twenty-eight (28) spaces, according to the square footage of the proposed building they should be required to have forty (40) spaces. |
| 11-4-7F3b | Off-street parking shall be provided at a rate of thirteen (13) spaces per one thousand (1,000) square feet of area devoted to commercial outdoor dining. | Zero (0) spaces per one thousand (1,000) square feet of area devoted to outdoor dining. | The proposed end users do not have enough area devoted to outdoor dining that would require this additional parking. |
| 11-8-6E2 | Minimum Lot width not less than 100 feet | No minimum lot width for lots 6 and 7 | These are not buildable lots |
| 11-8-6G | No more than 70% of lots shall be occupied with buildings, structures, and impervious surfaces | No minimum requirement for Lot 7 | Lot 7 is an access drive |
| 11-8-6F1, 2, 3, 4, and 5 | Yard and Setback Regulations: Every building hereafter erected or enlarged in this district shall provide and maintain a setback in accordance with the following: (1.) Minimum front and corner side yards: Not less than sixty feet (60') from a front or corner side lot line of a public or private street. (2.) Minimum interior side yards: Not less than ten feet (10') from an interior side lot line. (3.) Minimum rear yards: Not less than thirty feet (30') from a rear lot line. (4.) Transition yards: Where a side or rear lot line coincides with a side or rear lot line in a residential or institutional use, the interior side or rear yard requirements for a commercial lot shall be increased as follows: (a.) Interior side yard: Forty feet (40'); (b.) Rear yard: | All required building setbacks as shown on the PUD Plan. | The 2010 Annexation Agreement contained deviations for building setbacks. The deviation list in the 2010 Annexation Agreement provided for twenty (20) foot building setback in the rear yard or corner side yards. Although the 2010 Annexation Agreement did not address interior side yards, five (5) foot instead of ten (10) foot interior side yards are adequate setbacks because all of these outlots are part of an integrated development. In addition, Developer has dedicated an additional twenty (20) feet of right-of-way on Galena Blvd. which require a reduction of any required setback along Galena Blvd. from seventy- |

| <u>Code Section</u> | <u>Code Requirement</u> | <u>Modification Requested</u> | <u>Rationale</u> |
|----------------------------|---|--|---|
| | Forty feet (40'). (5.) Primary roads: Not less than seventy-five feet (75'). | | five (75) feet to fifty-five (55) feet. |
| 11-11-4B5 | Yards: The required yards along the periphery of a planned unit development shall be at least equal in depth to those of the underlying zoning district, or the adjacent zoning district, whichever is greater. The Planning Commission/Zoning Board of Appeals may recommend greater setbacks from the boundary line of a planned unit development when determined necessary to protect the privacy of residents in both existing and proposed subdivisions. | Elimination of this requirement in its entirety. Substitute with required yards along periphery of the development as shown on the PUD Plan. | The 2010 Annexation Agreement deviation list contained periphery yard deviations. In addition, Developer has dedicated an additional twenty (20) feet of right-of-way on Galena Blvd. which require a reduction of any required setback along Galena Blvd. |
| 11-11-4B6 | Landscaping: At a minimum, the proposed planned unit development shall conform to the landscaping requirements set forth in this title. The Planning Commission/Zoning Board of Appeals may recommend landscaping in excess of these minimum standards where determined necessary to achieve the objectives set forth in this chapter. | Modification of this requirement as follows: Any deviations from the landscaping requirements set forth in this title are approved for any of the landscaping as provided on the PUD Plan, PUD ordinance or any plans approved as part of the PUD ordinance. | The 2010 Annexation Agreement deviation list contained periphery yard deviations. Several other landscaping deviations are requested as part of this development. In addition, Developer has dedicated an additional twenty (20) feet of right-of-way on Galena Blvd. which require a reduction of any required setback along Galena Blvd |
| 11-11-4B14 | 14. Preliminary Approval: Preliminary approval of a planned unit development by the village board shall be null and void in the event that the petitioner has failed to obtain final planned unit development approval for at least the first phase of the development within eighteen (18) months of | Approval of the Combined PUD Plans shall be deemed to be final planned unit development approval to satisfy the time period set forth in Section 11-11-4B-14 of the Village Zoning Ordinance to obtain final planned unit development approval. | This deviation is provided in Section 2.1 of the PUD Ordinance |

| <u>Code Section</u> | <u>Code Requirement</u> | <u>Modification Requested</u> | <u>Rationale</u> |
|----------------------------|---|--|--|
| | the date of the preliminary approval. | | |
| 11-11-4B15 | 15. Completion: The planned unit development shall be substantially completed within the period of time specified by the petitioner unless an extension is requested by the petitioner and approved by the village board. All planned unit development phases shall be completed within two (2) years of final planned unit development approval for that phase, except when the size or complexity dictates a longer period, as may be granted by the village board, upon request by the petitioner. | Completion of Lots 1-5, inclusive, of the Prairie Grove Commons Unit Two PUD, as set forth in Section 11-11-4B-15 of the Village's Zoning Ordinance, shall be no later than five (5) years after the effective date of this Ordinance. Lots 1-5 inclusive shall be deemed "complete" to satisfy the requirements set forth in Section 11-11-4B-15 once a building permit is applied for on one of the five lots in the Prairie Grove Commons Unit Two PUD. | This deviation is provided in Section 2.14 of the PUD Ordinance. |
| 11-11-7(B)1b5 | b. Major changes include... (5) Rearrangement of lots, blocks, and building tracts. | Section 11-11-7B1b5 shall be amended and the rearrangement of lots, blocks, and building tracts shall be deemed a minor change and an incidental field change that can be approved by the zoning official if the lot line is moved five (5) feet or less. | Paragraph 11C of the Amendment provides for this provision. |
| 11-12-4A | Size: Each accessible parking stall shall consist of an eight foot (8')-wide parking space and an adjacent, diagonally striped, eight foot (8')-wide access aisle. The length of accessibility parking stalls shall be consistent with other parking stalls within the parking facility. | The diagonally striped eight foot (8') wide access aisle can be shared with an adjacent accessible parking space. The length of accessibility parking stalls shall be consistent with other parking stalls within the parking facility. | This provision allowed by revisions to Illinois Code regarding accessible parking space. |
| 11-12-7A | Minimum Parking Lot Perimeter Landscape Yard (B-2): Street Lot Line: 30' Interior Lot Line: 10' ¹ Rear Lot Line: 10' Transition Lot Line: 30' | The landscape yard setbacks provided in 11-12-7A for (B-2) shall not apply and all required landscape yard setbacks shall be allowed as shown on the PUD Plan. | The Annexation Agreement contained deviations for landscape yard setbacks. The deviation list in the Annexation Agreement provided for a ten-foot rear |

¹ Setback may be reduced to 0 feet where off street parking facilities are shared.

| <u>Code Section</u> | <u>Code Requirement</u> | <u>Modification Requested</u> | <u>Rationale</u> |
|-------------------------------|--|---|--|
| | Primary Road: 45' | | landscape yard for any lot adjoining Rt. 47 or Galena Blvd. interior private drives being constructed will only serve the lots contained on the Subject Property. Five-foot interior landscape setbacks are adequate because all these lots abut an integrated development. In addition, Developer has dedicated an additional twenty (20) feet of right-of-way on Galena Blvd. which require a reduction of any required setback along Galena Blvd. from forty-five (45) feet to twenty-five (25) feet. |
| 11-12-7C(6) | Berms shall be designed and installed in a meandering and undulating style at a maximum slope of four to one (4:1) and an average height of four feet (4") as measured from the average established grade. Trees shall be planted on the slope of the berm, not on the top of the berm | Berms along Galena Blvd. shall be installed in an undulating style with a minimum height of two (2) feet as measured from average established grade. Average established grade shall be measured from the nearest sidewalks in the public right-of-way. | With the twenty-foot dedication along Galena Blvd there will not be enough room within the setback for a four-foot-high berm. |
| 11-12-11 | Off street loading requirements | As provided in PUD ordinance. | Many of the proposed uses will not require dedicated loading berths |
| 11-12-12 | Off street loading standards | The off-street loading standards of Section 11-12-12 shall not apply and shall be as provided in the PUD ordinance. | Many of the proposed uses will not require dedicated loading berths. |
| 11-13-10 H 1 and 11-13-12 I 5 | Variations or Special Uses: An approval pursuant to the provisions of this zoning ordinance of a variation, special use, or special use for a planned development shall become null and void should a building permit to begin | A Variance or Special Use approval shall become null and void if a building permit is not applied for within five (5) years on one of the lots shown on the PUD Plan. | This section is provided in Section 2A of the Amendment. |

| <u>Code Section</u> | <u>Code Requirement</u> | <u>Modification Requested</u> | <u>Rationale</u> |
|----------------------------|---|---|---|
| | construction not be applied for within twelve (12) months of the approval of the ordinance, unless this time limit is expressly extended, by ordinance, by the village board of trustees. | | |
| 11-13-13(B)1 | In any case where a map amendment has been granted, and no building permit for development has been applied for within eighteen (18) months, the planning commission may initiate a public hearing, after due notice according to section 11-13-8 of this chapter has been given, and written notice sent to the applicant at the address contained in the application. | The Village may not initiate a map amendment unless a building permit has not been applied for within five (5) years on one of the lots shown on the PUD Plan. | This deviation is provided in Section 2A of the Amendment. |
| 11-14-9A1; 11-14-9G | Nonresidential Subdivision Sign (10 or more acres) ("Monument Subdivision Sign") Monument Subdivision Sign structure maximum height 16 feet, maximum width 12 feet, maximum area 170 sq. ft.; sign face maximum height 10 feet, maximum width 12 feet, maximum area 100 square feet. | <p>As to Nonresidential Subdivision Sign (10 or more acres) only ("Monument Subdivision Sign"): Monument Subdivision Sign structure shall have a maximum height of twenty (20) feet, maximum width of sixteen (16) feet, and maximum area of three hundred twenty (320) square feet; maximum sign face height of sixteen (16) feet, width of ten (10) feet, and maximum area of one hundred sixty (160) square feet with five (5) sign panels.</p> <p>One individual business may not use more than one panel of the Monument Subdivision Sign to advertise its business. Businesses that have frontage along Rt. 47 or Galena shall not be permitted to advertise on the Monument Subdivision Sign. A Monument Subdivision Sign at the entrance of</p> | Given the size and depth of the ultimate development of the Owner Property the proposed development sign is required to adequately provide signage for all end users, as per Section 6A of the Amendment. The proposed monument sign has the same dimensions as the sign for the Jewel Shopping Center. The shopping center identification sign at the entrance of the interior private drive and Rt. 47 has been requested by the Village as an amenity. |

| <u>Code Section</u> | <u>Code Requirement</u> | <u>Modification Requested</u> | <u>Rationale</u> |
|----------------------------|--|--|--|
| | | the interior private drive and Rt. 47 shall be permitted as identified on the PUD Plans. A second Monument Subdivision Sign shall be located at the entrance at Galena Boulevard and the interior private drive. "Of Sugar Grove" shall not be required | |
| 11-14-9-2-c | Lot with freestanding/single-tenant building: Monument signs only advertising up to two (2) of the following: business name, logo, type of business, subject to the maximum height, width, and area for the structure and face specified in subsection G of this section. One sign is permitted, unless the site abuts two (2) or more public rights of way. In that case, up to two (2) signs are permitted. If two (2) signs are utilized, they each must be placed along a separate right of way. | For purposes of this provision, Lot 7 shall be treated as a public right of way. | Each lot abuts a public right of way and Lot 7 (which is the continuation of a public right of way from the Unit 1 Property) |

EXCEPTIONS AND DEVIATIONS FROM SUBDIVISION ORDINANCE

| <u>Code Section</u> | <u>Code Requirement</u> | <u>Modification Requested</u> | <u>Rationale</u> |
|----------------------------|---|--|--|
| 12-1-3C | Improvements Of Land: No improvements, such as sidewalks, water supply, storm water drainage, sewage facilities, gas service, electric service or lighting, grading, paving, or surfacing of any street, shall be made within any proposed subdivision by any owner or owners or his or their agent, or by any utility whether publicly or privately owned or | Modification of this requirement as provided in Section 6C of the Amendment. . | These improvements necessary to commence in order to complete the development in a timelier fashion. The necessary security will be in place prior to these improvements commencing. |

| <u>Code Section</u> | <u>Code Requirement</u> | <u>Modification Requested</u> | <u>Rationale</u> |
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| | operated, at the request of such owner or owners or by his or their agent until the plans and plat have been reviewed by the village engineer, approved by the village board, and said plat has been recorded in the office of the Kane County recorder in accordance with the procedures set forth in this title. At the village's discretion, site improvements may be constructed prior to the recording of the final plat, but not prior to approval of the preliminary plat, if a site development permit is issued by the village. Said site development permit application form and fee is to be established by village policy. | | |
| 12-1-3D | Development of Land in Stages: Where a tract of land is proposed to be subdivided in several stages over a period of years, the subdivider shall have the entire subdivision designed and presented to the Village for final plan approval. The final plans shall include a phasing plan showing the boundaries of the proposed phases. Phase boundaries shall be located in accordance with the requirements of section 12-4-5-3 of this title. Phases approved but for which construction has not begun within 4 years of final plan approval may be subject to revisions necessitated by changes to this title or other ordinances or policies of the Village which impact the subdivision. Such revisions | Elimination of this requirement in its entirety. | Do not have a phasing plan for the entire development. Section 6.C and 13.C of the Amendment provide for subdivision by Phases of the Owner Property. |

| <u>Code Section</u> | <u>Code Requirement</u> | <u>Modification Requested</u> | <u>Rationale</u> |
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| | shall be submitted to the Planning Commission/Zoning Board of Appeals for review and to the Board of Trustees for approval. | | |
| 12-4-5-3 | The entire subdivision shall be designed and presented to the Village for final approval. If the subdivider desires to construct a subdivision in phases, a phasing plan shall also be submitted to the Village for approval. | Elimination of these provisions in their entirety | Sections 6.C and 13.C of the Amendment provide that the Owner Property may be developed in phases. The remainder of the Owner Property will be subdivided when end users are identified. |
| 12-4-5-4A1 & 2 | Sections 12-4-5-4A1 and 12-4-5-4A2 in their entirety | As modified by Section 13.A of the Amendment | Provided in Section 13.A of the Amendment. |
| 12-4-6-A | Completion: All required land improvements shall be completed within two (2) years of the recording of the final plat unless prior to the expiration of the two (2) year period a time extension is requested by the subdivider and granted by the Village Board. A request for an extension shall halt the two (2) year period. No extension shall be granted unless adequate guarantee collateral has been received and approved by the village board. | All required land improvements shall be completed within two (2) years after receipt of all required permits from governmental bodies and agencies required to commence construction of the land improvements except for any on-site improvements to Lot 5, and the completion of the detention pond for the remainder of the Owner Property, which will have no time limit. | There currently are no anticipated end user for Lot 5, and the remainder of the detention pond will not be constructed until the remainder of the Owner Property is developed. |
| 12-4-6C and D and all subsections | Generally, requires the submission of a deposit of cash, letter of credit, or surety bond equal to 15% of the cost of the land improvements guaranteeing satisfactory performance of the land improvements and shall be held by the Village for a period of 18 months after acceptance of the improvements. | As modified by Section 13B and C of the Annexation Agreement. | Provided in the Amendment. |
| 12-5-3 | Section 12-5-3 (Streets) in its entirety | This provision shall remain in effect, however, there shall be a modification of these requirements | Eighty (80) feet not needed for Right-in, Right-out and limited access to the interior |

| <u>Code Section</u> | <u>Code Requirement</u> | <u>Modification Requested</u> | <u>Rationale</u> |
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| | | that differ from any of the requirements provided on the PUD Plan or and any other engineering, grading, roadway, or other Plan approved by the Village as part of the approved Planned Unit Development Ordinance, final engineering approved by the Village engineer or any final plans approved by staff or the Village as the case may be | private drives from the outlots, Sixty-six (66) foot right-of-way at Rt. 47 and the interior private drive is sufficient. Any other deviations from the requirements of this section are acceptable based on engineering and traffic engineering principles given the limited access and traffic on these proposed roadways. |
| 12-5-3M | Property Lines at Intersections: Property lines at intersections shall be rounded with a twenty-five-foot (25') radius. The Village Board may recommend comparable cutoffs in place of rounded corners. | Elimination of this requirement in its entirety | Width of the right-of-way is larger than typical for portions of the interior private drive. There is no public health and safety issue. Additionally, several of these lots are under contract. |
| 12-5-7C | Pedestrian Crosswalks: Pedestrian crosswalks not less than ten (10) feet wide shall be required where deemed necessary by the Village Board, to provide for pedestrian circulation or access to schools, playgrounds, shopping centers, transportation and other community facilities. | Sidewalks shall be as provided on the PUD Plan | Five (5) foot sidewalks are more than adequate for this Development. |
| 12-5-8A | Appropriate Size: The lot size, width, depth, shape, and orientation shall be appropriate for the location of the subdivision and for the type of development and use contemplated. | As provided on Subdivision Plat and PUD Plan | Justifications for deviations from any of these requirements have been provided. |
| 12-5-8B | Minimum Standards: All lots shall meet the minimum depth, width, and area requirements of Title 11 of this Code for the district in which the subdivision is located. In the case of corner lots, the Planning | As provided on Subdivision Plat and PUD Plan | Justifications for deviations from any of these requirements has been provided. |

| <u>Code Section</u> | <u>Code Requirement</u> | <u>Modification Requested</u> | <u>Rationale</u> |
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| | Commission/Zoning Board of Appeals may recommend, and the Village Board may require a greater width in order to encourage the proper development of intersection design and traffic safety and to secure uniform setback lines from any property line adjoining a street. After setbacks on both street frontages have been taken into account, corner lots shall have a buildable width at least equal to that of the smallest interior lot on the adjacent block. | | |
| 12-5-8E | All lots shall abut a publicly dedicated street | Not required for Lot 6 | Lot 6 is a detention lot |
| 12-6-1B | Off Site Improvements: If it is determined that any existing infrastructure, including, but not limited to, water distribution systems, wastewater collection or treatment systems, storm sewers or other stormwater management facilities and street improvements, which may be situated either in part or entirely offsite is inadequate to facilitate a proposed subdivision when 100% built out, then improvements to any one or all of such facilities may be required | Elimination of this provision in its entirety. All infrastructure required as provided in the PUD plan, engineering, grading, roadway, or other Plan approved by the Village as part of the approved Planned Unit Development Ordinance, final engineering approved by the Village engineer or any final plans approved by staff or the Village as the case may be. | All required improvements must be determined now, otherwise this provision will have a detrimental impact on all lots |
| 12-6-1C | Oversizing of Utilities: Where determined by overall utility planning, the Village Board may require certain utilities to be larger than necessary to serve the subdivision as delineated in the preliminary plan. In such case, a recapture agreement may be made to repay the subdivider the construction cost | Elimination of this provision in its entirety. All required utilities and streets, including sizes and widths, are as provided on the PUD Plan. All engineering, insurance, and inspection costs shall be paid by the subdivider. | Size of the utilities must be determined as part of the approval process |

| <u>Code Section</u> | <u>Code Requirement</u> | <u>Modification Requested</u> | <u>Rationale</u> |
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| | resulting from the increased design. The maximum duration of any recapture agreement shall be 10 years, except that street recapture agreements shall not be longer than 5 years. All engineering, insurance and inspection costs shall be paid by the subdivider. | | |