

AGENDA
Glen Ellyn Plan Commission
Thursday, October 14, 2021 - 7:00 p.m.
Glen Ellyn Civic Center
Galligan Board Room
535 Duane Street



1. **Call to Order.**
 2. **Public Comment (non agenda items).**
 3. **Approval of Draft Minutes. – No minutes to be approved.**
 4. **Public Hearings.**
 - Outlot A, Jenna Court - Brookshire Subdivision HOA, Sign Variation request: The petitioner is requesting a sign variation to allow the construction of a residential establishment sign to be installed near the entry to the subdivision which has 9 residential lots, where residential establishment signs are only permitted for subdivisions of 20 or more dwelling units.
 - 437 Duane Street & 424 Prospect Avenue – Avere on Duane PUD Amendment, Zoning Map Amendment and Lot Consolidation Requests: The petitioner is requesting an amendment to the Preliminary and Final Planned Unit Development plans for the subject property, a Zoning Map Amendment and a Lot Consolidation to allow the construction of an outdoor amenity area for the use of the residents of the Avere on Duane apartment building.
 5. **Trustee's Report.**
 6. **Chairman's Report.**
 7. **Staff Report.**
 8. **Other Business and Adjourn.**
- cc: Glen Ellyn Plan Commission
Liaison Trustee Thompson
Mark Franz, Village Manager
Emily Rodman, Assistant Village Manager
Staci Springer, Community Development Director
Kelly Purvis, Planning Manager
Atrian Fard, Planner
Taylor Gendel, Associate Planner
Meredith Hannah, Economic Development Manager
Megan Plahm, Communications Coordinator
Brian Baltudis, Facilities Manager
Dave Harris, Glen Ellyn Park District
Emily Tammaru, Community Consolidated School District 89

Seth Champan, Glenbard School District 87
Eric DePorter, Glen Ellyn School District 41
Dawn Bussey, Glen Ellyn Public Library
Barbara Dutton Thomas, Plan Commission Secretary
Lindsey Kaminsky, Executive Secretary
Lori Gloude, Administrative Assistant II

This note provides you with information regarding what happens to a petition after it has appeared before the Plan Commission. After the Commission makes a recommendation on a petition, a report of the meeting is prepared. Then, the petition, along with the summary report and all pertinent material, is scheduled for consideration by the Village Board. The Village Board meets on the second and fourth Mondays of each month at 7:00 p.m. in a meeting room on the third floor of the Civic Center, 535 Duane Street. Questions regarding petitions scheduled for review by the Village Board should be directed to the Planning and Development Department at (630) 547-5250.

Individuals with disabilities who plan to attend the hearing and who require certain accommodations in order to allow them to observe and participate, or who have questions regarding the accessibility of the meeting or facilities, are requested to contact the Village at least 24 hours before the meeting.



**Glen Ellyn Plan
Commission**
535 Duane Street
Glen Ellyn, IL 60137

Meeting 10/14/2021 7:00 PM
Department: Community Development
Department Head: Staci Springer
Category: Minutes
Prepared By: Kelly Purvis

**AGENDA ITEM (ID
2021-1512)**

DOC ID: 2021-1512

Draft Minutes of the Plan Commission meeting from September 23, 2021

Statement of the Issue:

See attached minutes.

Analysis:

See attached minutes.

Budget Impact:

See attached minutes.

Action Requested:

See attached minutes.

Attachments:

1. 9-23-21 Plan Commission Meeting Minutes-DRAFT

DRAFT MINUTES
REGULAR PLAN COMMISSION MEETING
September 23, 2021

Call to Order and Roll Call

The meeting was called to order at 7:02 p.m. by Acting Chairperson Angela Fanella, who introduced the evening's agenda along with meeting participants Village Board Trustee Liaison Steve Thompson, Planning Manager Kelly Purvis, and potentially Community Development Director (who ultimately did not join the meeting, though Associate Planner Atrian Fard did).

Roll was called. Present: Acting Chairperson Angela Fanella and Plan Commissioners, Laura Brown, Matt Halkyard, Mohammed Saeed and Jamie Vondruska. Chairperson Tim Loftus and Commissioners Lloyd Berry and Peter Cooper were absent.

Public Comment Non-Agenda Items

There was no public comment pertaining to non-agenda items.

Approval of Plan Commission Meeting Minutes

Commissioner Vondruska moved to approve the draft minutes of the September 2, 2021 Plan Commission meeting; seconded by Commissioner Halkyard, the motion passed by voice vote.

Commissioner Vondruska moved to approve the draft minutes of the September 9, 2021 Plan Commission meeting; seconded by Commissioner Brown, the motion passed by voice vote.

Motions to Open and Continue the Public Hearing to consider a PUD Amendment for Apex 400 at 400 N. Main

Motions to open and continue to Oct. 7, 2021 the Public Hearing to consider a PUD Amendment for Apex 400 at 400 N. Main Street was made by Commissioner Brown and seconded by Commissioner Vondruska. The motions passed by voice vote.

Motions to Open and Continue the Public Hearing to consider a PUD Amendment, Zoning Map Amendment and Lot Consolidation Request for Avere on Duane, 437 Duane Street & 424 Prospect Avenue

Motions to open and continue to Oct. 14, 2021 a Public Hearing to consider a PUD Amendment, Zoning Map Amendment and Lot Consolidation Request for Avere on Duane, 437 Duane Street & 424 Prospect Avenue were made by Commissioner Brown and seconded by Commissioner Vondruska. The motions passed by voice vote.

Pre-Application Meeting for 453 Forest Avenue, 576-580 Duane Street – Avere on Forest Staff Introduction

Village Planning Manager Kelly Purvis introduced the proposal for a multi-family residential building brought forward by Reva Development Partners, explaining that 73 apartment units along with four townhomes are envisioned for the site, located at the northeast corner of Duane and Forest, across

from Leonard's Funeral Home. She displayed illustrations of the proposed development, pointing out terraces and lawn features, and said that two color palettes are being considered for the building, both of which meet Village guidelines. The four-story building, she related, is envisioned to reach 49 feet to the top of the roof, 51 feet to the top of the parapet, and 56 feet at the highest point, the elevator overrun. No height deviation is sought, she added, explaining that 60 feet is permitted by-right. She emphasized that the proposal is in Phase I of the review process. The complex would be predominantly residential, she said, but a small, local vendor (ice cream, coffee, beer, wine, etc.) is envisioned adjacent to the park amenity planned for the northwest part of the site. A standalone ATM is proposed, inclusion of which would require a zoning code text amendment, she said. The developer, she reported, has been in contact with the Glen Ellyn Park District (GEPD) to discuss working together to improve Prairie Path Park and/or coordinate design of open space for the development. Entrance to the parking garage would be via one-way access from Duane, with the exit to Forest.

Planning Manager Purvis listed deviations identified:

- The proposed parking garage design ratio for the development is 1.68 per unit, a variation from 1.8 per unit, but which is in-line with Avere on Duane and more than what was approved for Glenwood Station (recently approved Village projects).
- Setbacks would vary from the permitted 15 feet along the Prairie Path; 25 feet on the Duane Street side; 30 feet on the east (or rear yard) side; and 25 feet on the west (front yard) side.
- The proposed lot coverage of nearly 86 percent exceeds the 65 percent allowed for a PUD.

Signage, storm water management and other aspects of the proposed project will be reviewed as the project moves forward, she explained, but asked for Commission feedback this evening on preliminary plans, specifically anticipated deviations, color palettes, and architectural design.

Acting Chairperson Fanella asked if there had been any complaints about parking at the recently built Avere on Duane. Planning Manager Purvis replied that Staff is not aware of any formal complaints, but noted that the developer has an arrangement to use parking spaces in the commuter lot across the street, and hasn't reached full capacity. Commissioner Brown asked if there were any plans to incorporate the commuter parking lot to the west of the site into the development. Planning Manager Purvis replied that at this time there are no formal plans to change the parking lot, but that the Village may consider open space or an event space for the property in the future

Petitioner Presentation

Warren James, principal of Reva Development Partners, introduced business partners and team members, and reported that the Avere project his firm recently completed at Duane and Prospect is 100 percent leased and occupied. He added that Reva has acquired the property at 424 Prospect, on which the developer plans to construct an outdoor living amenity for the benefit of Avere's residents. Turning to the Avere project now proposed for a site at Duane and Forest, he said that two parcels are under contract and that the site's grade change and location on a one-way street influenced the design concept. Mike Fitzgerald, principal at OKW Architects in Chicago, additionally listed Prairie Path Park, the future underpass, and the anticipated new railroad depot as "forces" that shaped the design for an "H"-shaped building featuring two courtyards, outdoor terraces and below-grade parking. He added that

townhome components serve to break up the building's scale, and suggested that such a multi-family development would serve as a "great transition" from single-family residential to commercial areas.

The building, continued Mr. Fitzgerald, will have a ramp on the Forest Avenue side and will host the loading zone. The "ceremonial" entrance, he said, will be on Duane Street. In conceiving the building's architecture, Mr. Fitzgerald said commercial, civic and institutional buildings in the community were studied, and a number of "common threads" discerned. The buildings, he observed, represent their use, are predominantly masonry, and present a level of detail that imparts a "handcrafted" feel. Examples multi-family architecture, he noted, feature masonry, stepping and varying roof styles. He described the architectural expression of the Petitioner's proposed development as "fresh," and different from other buildings in town, yet containing a familiarity through massing, masonry, siting, and elements such as bay windows. He likened the south configuration to "arms embracing [the] front yard," and said the north side would serve as a connection to Prairie Path Park. Recessed balconies, he said, will avoid a flat façade, and landscaping will embellish the roof of the garage. The first-floor units, he said, will have outdoor terraces with landscape in between. Outdoor seating also figures into the plan. He said that the submerged parking keeps the building height within the allowed limit, with the height appearing at 50 feet on the Duane side and 56 feet on the park side. Showing a series of diagrams to depict sun and shadow patterns, he maintained there would be no adverse effect on any of the adjacent properties.

Mr. James stated that engineering details will be provided in final engineering plans. Relative to Prairie Path Park, he said Reva has been collaborating on site schemes development with the Park District, and that these entities will work out a maintenance agreement. Discussing amenity space, Reva Principal Matt Nix described a kiosk area with a "curated mix of interesting tenants." A market analysis, he said, indicates that Reva is providing the largest units in the market at each level, which he said Reva perceives significant demand. He concluded the allotted parking is "just about the right amount." Noting that the development is in a TIF district, Mr. James related that the Petitioner is having discussions with the Board, and will work to avoid traffic issues, particularly vis á vis Metra.

Commissioner Halkyard asked if the Petitioner anticipated issues connected to garage pick-up on Forest and traffic related to people needing to get to the train. Referencing plans for the revised drop-off for the new depot, Mr. James said while circulation needs to be addressed, he doesn't see an impediment. Commissioner Vondruska asked about provisions for overnight guest parking. Mr. James said the Petitioner would like to work with the Village to utilize existing parking, namely in the new civic parking garage. Planning Manager Purvis interjected that overnight parking is permitted in commuter lots as well.

Commissioner Vondruska wondered, given tenants could be people looking to downsize or to get into the community, about the affordability of larger units. He said he applauds the design, which he called a "nice departure" from other complexes, and complimented the green space. He said he'd like to see setbacks that allow for landscaping to soften the garage sides, and expressed optimism that the area by the Prairie Path Park might be developed to provide a "purposeful" place where people can relax. Voicing agreement with Commissioner Vondruska, Commissioner Brown praised the front yard concept. She asked if there would be a loading zone on Forest to pick someone up. Mr. James said one would be on Forest, and that people could also pick someone up from Duane. She was given an affirmative

response to her subsequent question as to whether there would be opportunity for a curb cut. She asked if the Petitioner had considered a low-pitched roof. Mr. James responded that sensitivity to height prompted the developer to try to utilize an architectural form that would keep the building under the maximum height. She asked if a rooftop garden is planned. Citing code challenges, Mr. James said green roof elements are specified for atop the parking deck, and that the roof is to be utilitarian.

Commissioner Saeed inquired about a drainage system. Mr. James said rooftop collection will discharge into a storm sewer and a sanitary sewer is to be employed inside the garage. He said a back-up generator is proposed for managing water in the event of a power outage. Commissioner Fanella asked if Avere on Duane residents are folks downsizing, families with children, or young couples. Reva's Matt Nix said a wide variety is represented. Commissioner Fanella suggested that the Library and Rotary Club might have some thoughts on utilizing Prairie Path Park. Mr. James said the petitioner is happy to collaborate.

Public Comment

Planning Manager Purvis read into the record the following letters:

Amy Crowley, 580 Hillside Ave.: *"Hello, I live on Hillside Ave, and my home backs up to 1- and 2-story apartments and condos on Duane, next to Leonard's. I'd like to know if the village is considering any developers with low-rise plans for the site. Single or double story residences give the Village a neighborhood feel, and allow new construction to blend in with existing homes and businesses. Are any 'shorter'/smaller options being considered for this site? Thank you!"*

Ed Melka, 41 N. Main: *"I have submitted this to the village President and board members and also on the village's Facebook pg.*

Glen Ellyn's infrastructure cannot handle the three massive apartment buildings currently being built and proposed. Glen Ellyn does not need another massive one! Trustees should remember Park Blvd and Main st are the only two lane streets feeding downtown Glen Ellyn! They already will not handle the traffic without major congestion! The trustees, plan commissioners and all the commissions I hope they remember they are Glen Ellyn citizens and represent all the citizens in Glen Ellyn. This project should be turned away. The Main st project should have not BEEN approved and there is a lot of speculation on the street on how that was approved!? Say no to the US Bank project on Duane!"

Julie Evans, 554 N. Park Blvd.: *"The proposed Avere on Forest development would be ideally located to address the needs of Glen Ellyn residents with disabilities who need centrally located, accessible housing within walking distance of Metra, PACE, employment opportunities and social/recreational opportunities as most do not drive. However, the proposed rental rates would be out of reach for many in this group. Please include affordable units within this development plan to allow residents with disabilities an opportunity to create a more independent future for themselves while remaining in Glen Ellyn where they have built their lives."*

Lee Marks, 425 Hawthorne, former chair of the Glen Ellyn Historic Preservation Commission, said that as a long-time preservationist he is disappointed in the design of the proposed development, preferring instead to see something akin to the Civic Center and the red brick office building east of the subject

property. And while he likes elements proposed for the potential development, he would like to see a more traditional architectural style applied in what he indicated is a distinctive community.

Sherry Theilgaard, 441 N. Park, said she moved to the community in 1976, after being charmed by the downtown. She said that, with the proposed development, she fears her “sunsets are going to be gone,” and that she is also worried about traffic. She said the proposed building oversized for the lot, and would like to see trees and park space added. She also thinks Prairie Path traffic might be problematic.

Expressing concern about a lack of affordable housing, Eleanor Saliamonas, 626 Newton, argued that “a concentration of luxury apartments is not good for the social dynamics of the Village.” She also expressed concern over energy efficiency, and was puzzled by the choice of synthetic turf, which she suggested could contribute to flooding.

Taivo Tammaru, 404 Prospect, stated that he is in support of the project, and suggested that the developer’s track record overrides any concerns about market feasibility. Living near the Avere on Duane complex, he reports a livelier neighborhood and no traffic issues. He said he is a licensed architect.

Steve Swanson, 159 N. Main, said he agrees with Ms. Saliamonas. He also said he is bothered by the utilitarian roof, an approach that renders the structure a “very 20th Century building.” He suggested that a Village sustainability plan would be desirable, and is curious about such applications for the proposed building (which he said he likes otherwise). He concluded with concerns about bicycles and pedestrians near cars exiting the garage, and called for scrutiny to ensure safety.

George Heidenreich, 704 Grand Ave., said his family chose Glen Ellyn because it felt like a village, and was pleased with the high percentage of property owners. Influenced by short-term residency, he suggested, renters vote differently, but their decisions have long-term tax ramifications for property owners. “Do we really need more rental in Glen Ellyn?” he asked. He asserted that it changes the complexion of the town, and that the community has enough.

Saying that his view reflects the prior gentleman’s sentiments, Rob Margets, 570 Hillside, advocated for condos (over rentals) to attract residents with “skin in the game.” Explained that his residence backs up to Leonard’s, he said traffic – specifically funeral and commuter traffic – would affect him. He wondered if the developers might consider a rooftop restaurant for the building, and thought trees that would grow big should be added along Duane Street.

Pam Albrecht, 587 Hillside, opined that the evening’s program was a “great presentation,” but favors a more traditional design and that sustainability “needs to happen.” She asked when a scale model would be available to view, and wondered about attention given to sound attenuation.

Zak Wilson, 716 Crescent Blvd., asked if a planning analysis will be been done and if the lifespan of the development has been calculated. Citing the IRS, he said depreciation is 39 years for a commercial building and 27½ years for residential.

Planning Manager Purvis said a market study will be performed and a 3D model produced.

Commissioner Discussion

Observing that building height has been a “spark point” in town, Commissioner Halkyard said he appreciates the attention to this aspect of the proposed project. He said he is comfortable with the setback, sees park integration as a “great opportunity,” and felt parking had been addressed. He thinks the proposed – on an underutilized space – will be a “great project for Glen Ellyn.” Commissioner Vondruska said he agrees with sustainability goals suggested, and wondered how developers view LEED Certification for these types of projects. He told the audience that he anticipates further review of the proposed project. Commissioner Brown said she likes the plan proposed and appreciates the thought that went into it. She said she agrees with Mr. Marks on the desire for “more of a timeless architectural style” and that what was presented is “very 2021-2022.” The prominent location, she suggested, calls for a design that represents the Village. Stressing the need for housing in the downtown, Commissioner Saeed said he supports the project. Acting Chairperson Fanella said that she likes the location for the project, and the treatment that hides parking. She said she’s not crazy about the wall with the terraced effect, but does appreciate the inclusion of larger units and townhomes, and the green space. She suggested moving the building closer to Duane to provide more space on the Prairie Path side. While she embraces sustainability, she realizes the economic challenges. She urged sound-proofing, given the site’s proximity to the train tracks.

Trustee’s Report

Trustee Thompson reported that the Village Trustees declined to allow cannabis sales in the Village. He said the presentation shown this evening was also given to the Board. He said the Board is discussing burying power lines/utilities along Hillside from Main to Prospect, which would increase street parking. He said that next Monday the Board is to discuss engaging a consultant to help with the Roosevelt Road motel project, and ideas for redevelopment include commercial business and affordable housing. He also said the Board will be deliberating the 2022 Village budget. Asked the status of the Comprehensive Plan, Trustee Thompson responded that he had no update to deliver.

Chairman’s Report

None.

Staff Report

Planning Manager Purvis said Staff awaits trustee comments on the Comprehensive Plan, but once received will be synthesized and given to the consultant to update the Draft. She introduced Planning Intern Josh Hankins and former Intern Adrian Diaz, in the audience, and said a new associate planner hired will be coming on board. Ms. Purvis said meetings are scheduled for Oct. 7th and 14th, but nothing is currently planned for the 28th. To a query as to when the Glenwood Station project would start, she said that demolition of the former McChesney building is likely to occur in November or December, but soils testing has pushed the project back some. Construction is to begin in the spring, she said.

Other Business

None.

Adjournment

Acting Chairperson Fanella adjourned the meeting at 8:57 p.m. following a voice vote on a motion to adjourn by Commissioner Vondruska, seconded by Commissioner Brown.

Respectfully submitted,

Barbara Dutton-Thomas

Recording Secretary



**Glen Ellyn Plan
Commission**
535 Duane Street
Glen Ellyn, IL 60137

Meeting 10/14/2021 7:00 PM
Department: Community Development
Department Head: Staci Springer
Category: Public Hearing
Prepared By: Kelly Purvis, Josh Hankins

**AGENDA ITEM (ID
2021-1513)**

DOC ID: 2021-1513

Brookshire Subdivision - Jenna Court, Sign Variation request to allow a residential establishment sign to be installed near the entry to the subdivision which only has 9 residential lots, where residential establishment signs are only permitted for subdivisions of 20 or more dwelling units.

Statement of the Issue:

See attached staff report.

Analysis:

See attached staff report.

Budget Impact:

See attached staff report.

Action Requested:

See attached staff report.

Attachments:

1. PC Staff Report
2. 1. Aerial Photo
3. 2. Zoning Map
4. 3. Public Notice
5. 4. Public Hearing Buffer Map
6. 5. Public Notice Mailing List
7. 6. Certificate of Publication
8. 7. Petitioner's Application
9. 8. Plat of Subdivision

10. 9. Photo of Existing Sign
11. 10. Draft Utility Easement Affidavit
12. 11. Draft Findings of Fact
13. 12. Draft Motion to Approve

STAFF REPORT

TO: Glen Ellyn Plan Commission

FROM: Kelly Purvis, Planning Manager
Josh Hankins, Planning Intern

DATE: August 2, 2021

FOR: October 14, 2021 Plan Commission Meeting

SUBJECT: Public Hearing – Jenna Court/ Brookshire Subdivision –
Variation from the Sign Code for a Residential Development Sign

PETITIONER: The petitioner is the Brookshire Subdivision Homeowners Association, represented by Samuel Lichtenfeld, attorney for the homeowners association.

REQUEST: The petitioner is requesting a public hearing regarding the installation of a sign at the entrance to Jenna Court (on Outlot “A”) to help people who are driving north along Sunnybrook Road to locate the street. In order to construct the sign as proposed, the petitioner is requesting approval of the following variation from the Sign Code:

1. A variation from Section 4-5-8(D) to allow a freestanding residential development sign to be installed at the entry of a subdivision with only 9 residential lots, where residential development signs are only permitted for subdivisions with 20 or more dwelling units.

**LOCATION/
ZONING:**

The subject property is located on the southwest corner of Jenna Court and Sunnybrook Road, in the R1 Residential District. The property is improved as a detention basin for the Brookshire Subdivision development, but otherwise vacant. The surrounding zoning and land uses are as follows:

<u>Land Use</u>	<u>Zoning</u>
North: Single-family Residential	Unincorporated
South: Single-family Residential	Unincorporated
West: Single-family Residential	Unincorporated/ R2B
East: Single-Family Residential	Unincorporated/R1

NOTICE: Notice of the public hearing was published in the July 28th, 2021 edition of The Daily Herald. A public hearing placard was placed on the property and property owners within 350 feet of the subject property were notified of the

public hearing by mail.

The original date set for the public hearing was August 12, 2021. At the August 12, 2021 meeting, the public hearing was opened and continued to September 9, 2021. At the September 9, 2021 meeting, the public hearing was continued once more to October 14, 2021.

**PROJECT
HISTORY:**

The Brookshire Subdivision received approval of a Final Plat of Subdivision from the Glen Ellyn Village Board in July of 2002. At that time, the property was unincorporated but within the Village's planning jurisdiction. The Village has jurisdiction over the subdivision of all property within its corporate limits and unincorporated territory within one and one-half miles of the Village boundaries. While unincorporated, a small sign was installed on the property with the subdivision's name "Brookshire" (see attached photo). In 2014, Jenna Court was annexed into the Village along with over 100 adjacent properties. The existing subdivision sign is legally non-conforming and would be removed prior to installation of the proposed sign.

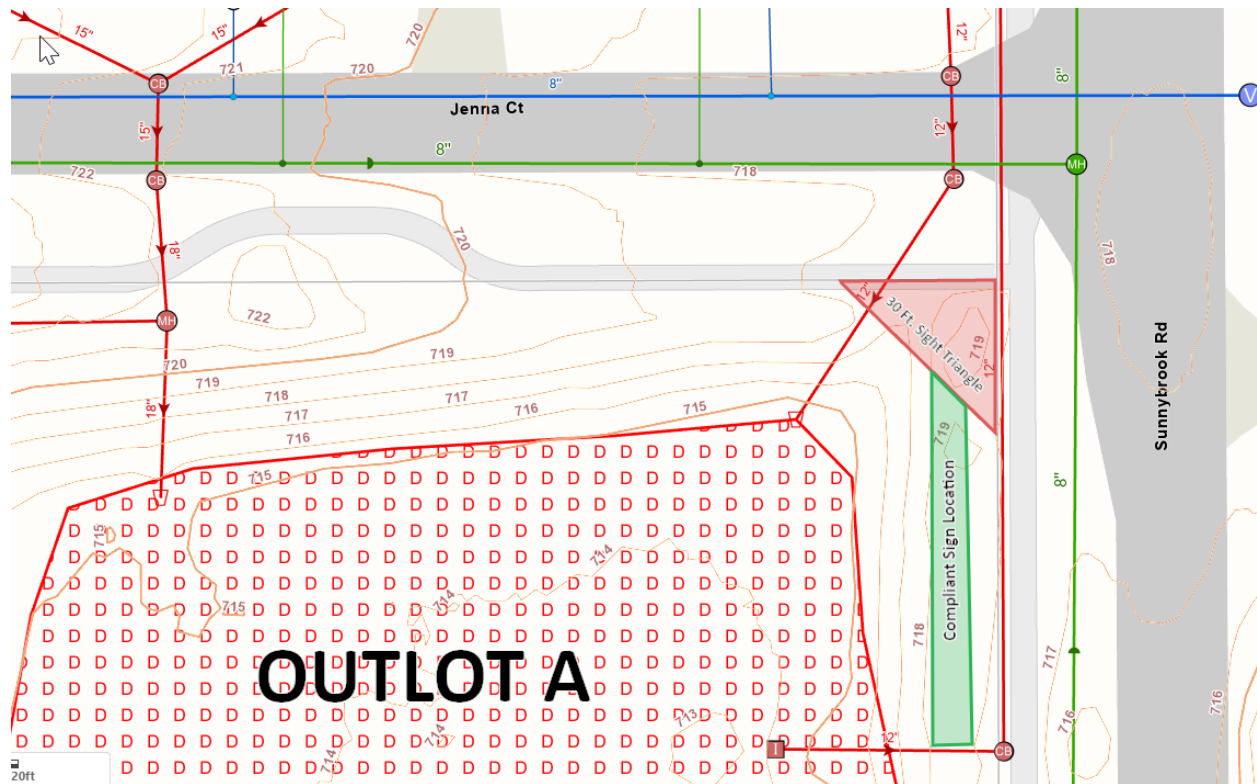
**PROJECT
SUMMARY:**

The petitioner is proposing to install a freestanding residential development sign at the entrance to the subdivision on Outlot "A" and fronting Sunnybrook Road, which will read "Jenna Court". The HOA is requesting that the Plan Commission review their request prior to having a sign fully designed. The petitioner has indicated the sign will otherwise be compliant with the Village's Sign Code in terms of size, square footage of signage and placement on the property.

Residential subdivision signs may not exceed 30 square feet in surface area and can be no taller than 5 feet in height. The base of the freestanding sign must be a minimum of 66% of the width of the sign. The petitioner has indicated that the sign will be setback from the property lines a minimum of 5 feet, it will be placed outside of the 30 foot sight triangle and will have 2 square feet of landscaping around the sign base for each 1 square foot of signage (as required by Code). The proposed sign will be compliant with the requirements of the Sign Code, other than the subdivision meeting the minimum number of units to qualify for a Residential Subdivision Sign.

Staff notes that Outlot A is a detention basin and that the entire parcel is located within a public utility and drainage easements. As such, staff would suggest that if the Commission recommends approval of the requested Sign Variation, the sign be installed above the high water level of the basin (718.2) and that the HOA President sign a utility easement affidavit (example affidavit is attached).

Staff has created the below exhibit illustrating the location within which the sign could be installed. The 30 foot sight triangle is shown in red and Village utility lines for water, sanitary sewer and storm sewers are represented by the red, green and blue lines. The orange lines show the elevation/site topography. The sign would be compliant if installed within the area shaded in green. This area is 5 feet from the lot lines, outside of the 30 foot sight triangle, above the high water level, and avoids conflicts with Village utilities.



COMMISSION ACTION:

The Plan Commission should consider the petitioner's request for approval of the requested variation from the Sign Code and make a recommendation to the Village Board for approval, approval with conditions, or denial. In reviewing the request, the Plan Commission should consider the criteria of Section 4-5-17(G)3 of the Sign Code for granting approval of a Variation. Staff has prepared draft findings of fact for a recommendation of approval of the Sign Variation (attached). Plan Commissioners should feel free to modify the findings based upon information provided at the public hearing. If Commission members wish to recommend denial of the request and would like staff to prepare a motion to deny, please contact staff in advance of the meeting. A draft motion to approve has been attached for the Plan Commission's review and use.

If the sign variation is approved, the Plan Commission may wish to consider the following as conditions of approval:

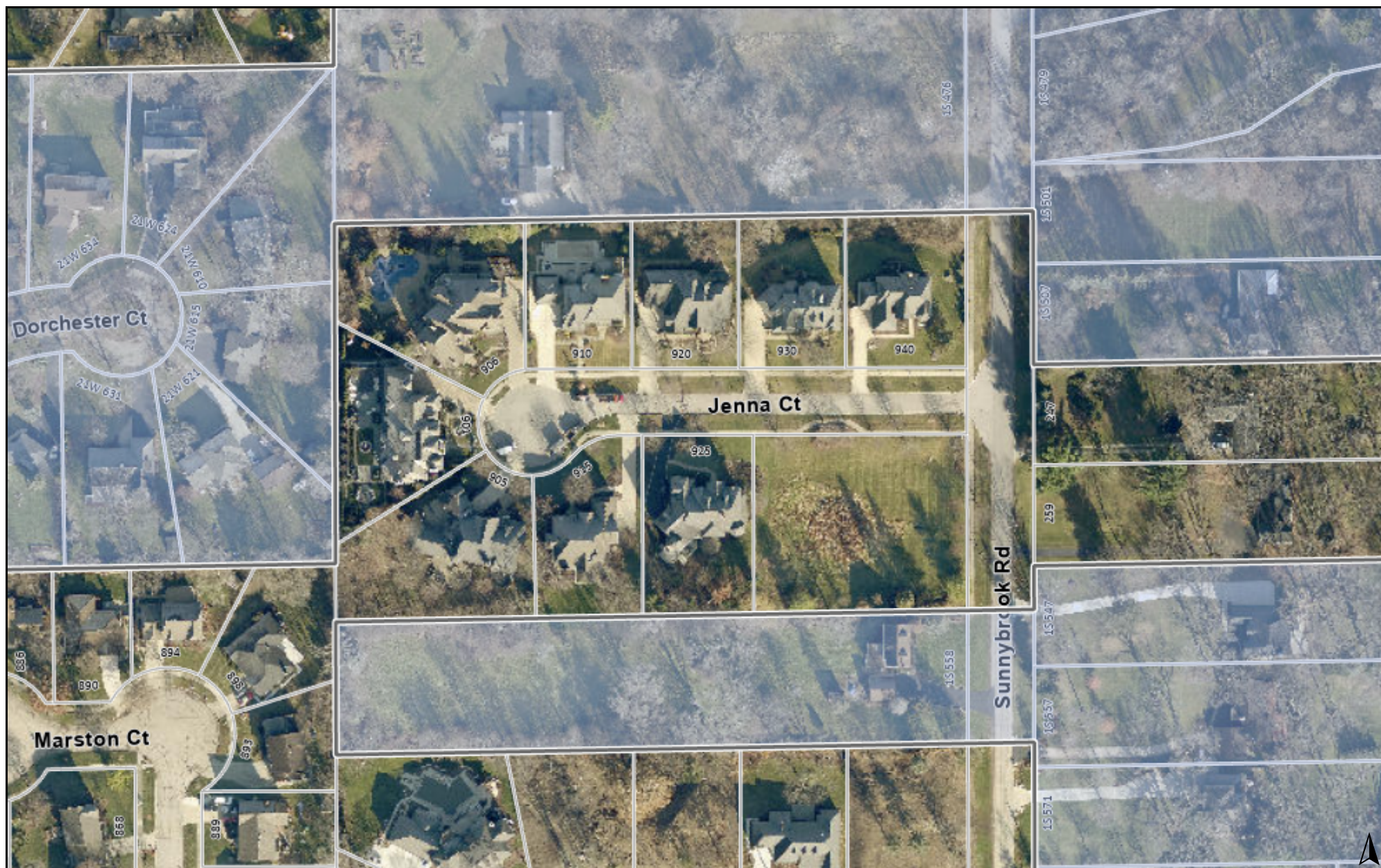
1. That the sign shall be constructed in substantial conformance with the testimony presented at the Plan Commission public hearing and before the Village Board of Trustees; and
2. Other than the variation requested, the proposed sign shall otherwise be compliant with the Village's Sign Code; and
3. That the sign shall be installed in a location on the property that is compliant with the Village's Sign Code; and
4. That the HOA President sign a utility easement affidavit acknowledging the sign would be installed in a recorded easement; that all affected easement holders will be notified of and approve the installation of the sign in the easement; that the HOA will be required to remove the sign at their own expense in the event that any easement holder requires access to the premises; and that the utility easement affidavit be recorded prior to the issuance of a sign permit; and
5. That 2 square feet of landscaping will be installed and at the base of the sign, for each 1 square foot of signage; that the landscaping around the sign base be maintained in perpetuity; and
6. That the non-conforming "Brookshire" sign be removed prior to the installation of the proposed sign; and
7. That it is the obligation of the HOA to maintain the sign in good condition in perpetuity.

ATTACHMENTS:

1. Aerial Photo
2. Zoning Map
3. Public Notice
4. Public Notice Buffer Map
5. Public Notice Mailing List
6. Certificate of Publication
7. Petitioner's Application
8. Plat of Subdivision
9. Photo of Existing Sign
10. Draft Utility Easement Affidavit
11. Draft Findings of Fact
12. Draft Motion to Approve

CC: Staci Springer, Director of Community Development
James Madary II, Petitioner
Samuel Lichtenfeld, Attorney

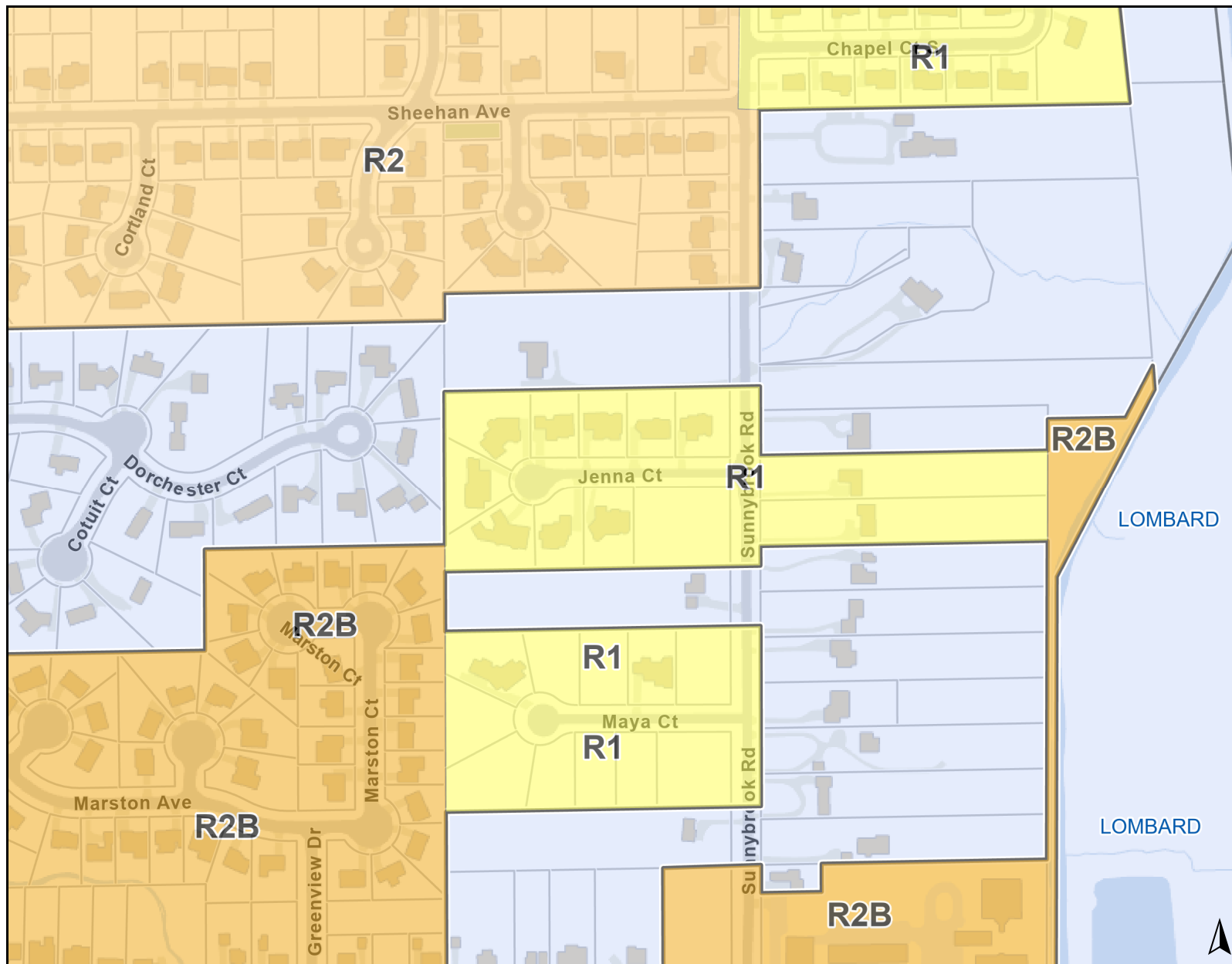
X:\Plandev\PLANNING\DEVELOPMENT PROJECTS\Brookshire Subdivision\Brookshire
Subdivision-Sign\Meeting Material\PC



Print Date: 7/28/2021

Notes

Disclaimer: The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law. This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.



Legend

Zoning and Development

Zoning

- R1: Single Family Residential District
- R2: Single Family Residential District
- R2B: Single Family Residential District

0 500 1000
ft

Print Date: 7/28/2021

Notes

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NOTICE OF PUBLIC HEARING

The Brookshire Subdivision/Jenna Court Homeowners Association, owners of the property located at the corner of Jenna Court and Sunnybrook Road, are requesting a public hearing for a sign variation in accordance with Section 4-5-17(G) of the Glen Ellyn Sign Code. Before the Glen Ellyn Village Board can consider this request, the Glen Ellyn Plan Commission must conduct a public hearing. The Plan Commission will conduct the public hearing to consider the request on Thursday, August 12, 2021, at 7:00 p.m. in the Galligan Board Room, on the third floor of the Civic Center, 535 Duane Street, Glen Ellyn, Illinois. Anyone is welcome to attend.

The property owners are requesting approval of a variation from the Glen Ellyn Sign Code as follows:

1. Section 4-5-8(D) of the Sign Code to allow a freestanding residential development sign to be installed at the entry of the subdivision, for a development with less than 20 units; and
2. Any other zoning relief necessary to allow the installation of the residential development sign as depicted on the plans presented or revised at the public hearing or at a public meeting of the Village Board.

The property is zoning R1, Residential District, and is legally described as follows:

OUTLOT A IN BROOKSHIRE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST ¼ OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 25, 2002 AS DOCUMENT R2002-287516 IN DUPAGE COUNTY, ILLINOIS

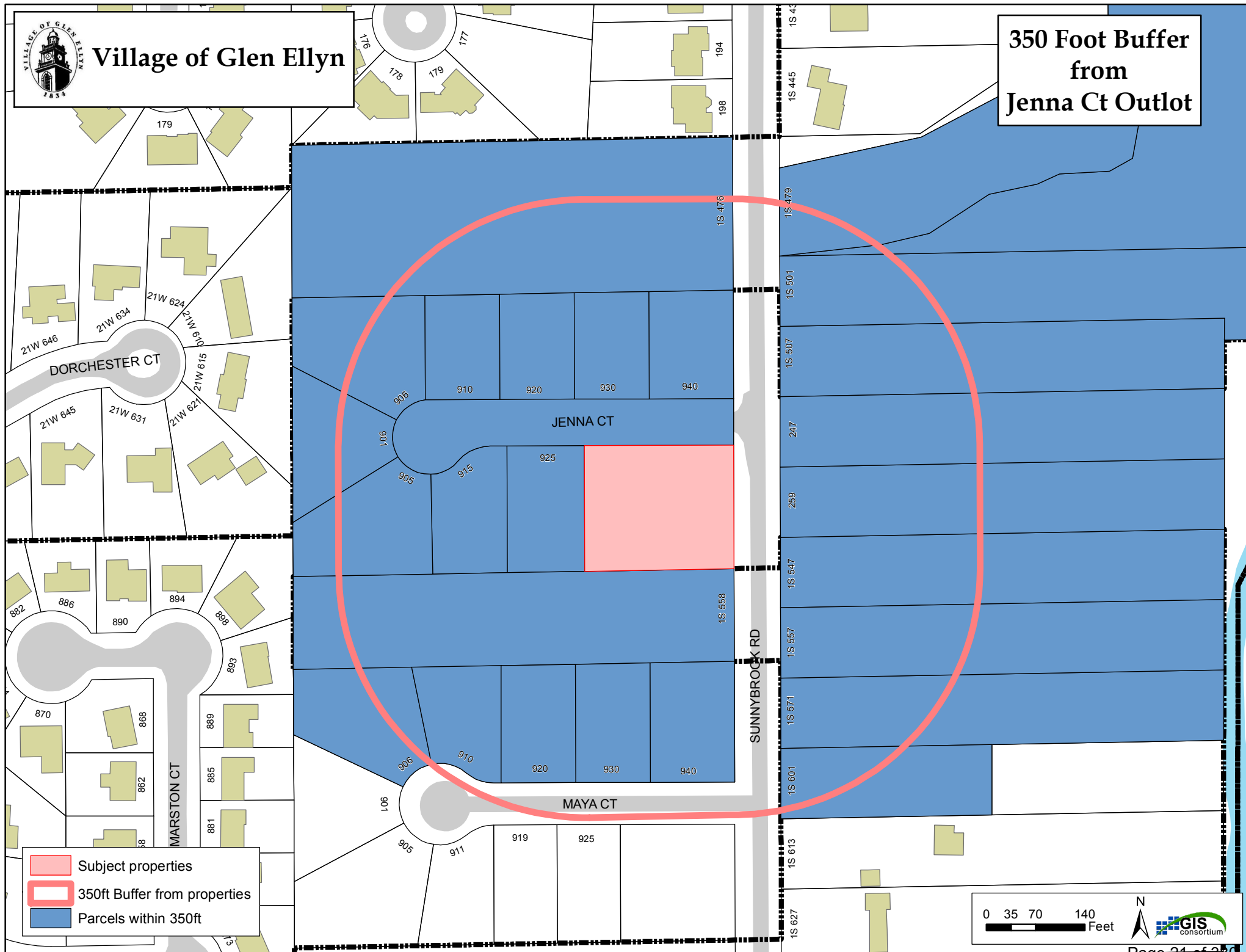
P.I.N.: 05-24-300-140

Plans related to the proposed project are available for public review in the Planning and Development Department, Civic Center, 535 Duane Street, Glen Ellyn, Illinois. If you have questions, please contact Josh Hankins, Planning Intern, at (630) 547-5241. For individuals with disabilities who have questions regarding the accessibility of the meeting or facilities, contact the Village at (630) 469-5000.

X:\Plandev\PLANNING\DEVELOPMENT PROJECTS\Brookshire Subdivision\Brookshire Subdivision-Sign\Public Notice



**350 Foot Buffer
from
Jenna Ct Outlot**



Brookshire Subdivision/Jenna Court

Name	St. #	St. Name	City	State	Zip
ANTONUCCI JR, JOSEPH & C	259	SUNNYBROOK CT	GLEN ELLYN	IL	60137
BOUCHARD, CHARLES & ANNE	1S476	SUNNYBROOK RD	GLEN ELLYN	IL	60137
CARTER, MICHAEL	1S479	SUNNYBROOK RD	GLEN ELLYN	IL	60137
COZZI, MARK	15W136	CONCORD ST	ELMHURST	IL	60126
DANDREA, S	1S558	SUNNYBROOK	GLEN ELLYN	IL	60137
DEVITO, DARREN	1S557	SUNNYBROOK RD	GLEN ELLYN	IL	60137
DISPENSA, MARIE LOUISE	1S571	SUNNYBROOK RD	GLEN ELLYN	IL	60137
FALBO, SALVATORE	1S507	SUNNYBROOK DR	GLEN ELLYN	IL	60137
FORT JR, JEFFREY & SARA	906	MAYA CT	GLEN ELLYN	IL	60137
GOEL, DHARMESH & ANGDA	940	JENNA CT	GLEN ELLYN	IL	60137
GUIDI, JOSEPH & TARA	920	JENNA CT	GLEN ELLYN	IL	60137
JASTER, STEPHEN & SHARON	915	JENNA CT	GLEN ELLYN	IL	60137
JESKE, DEAN M & INDRE M	930	JENNA CT	GLEN ELLYN	IL	60137
KOZMA, LOUIS	247	SUNNYBROOK RD	GLEN ELLYN	IL	60137
LOFTUS, MARK & PATRICIA	906	JENNA CT	GLEN ELLYN	IL	60137
MADARY II, JAMES & JILL	901	JENNA CT	GLEN ELLYN	IL	60137
MC KEOWN CLASSIC HOMES		PO BOX 3984	NAPERVILLE	IL	60567
PAVIA, EVA H		PO BOX 627	GLEN ELLYN	IL	60138
POHLMAN, B M & H H	1S601	SUNNYBROOK RD	GLEN ELLYN	IL	60137
WRAY, RICHARD K	1115	VIRIDIAN PARK LN	ARLINGTON	TX	76005
ZAMAN, BILLAL & FARAH	905	JENNA CT	GLEN ELLYN	IL	60137
ZELLINGER, CHRISTINE E	910	JENNA CT	GLEN ELLYN	IL	60137

NOTICE OF PUBLIC HEARING

The Brookshire Subdivision/Jenna Court Homeowners Association, owners of the property located at the corner of Jenna Court and Sunnybrook Road, are requesting a public hearing for a sign variation in accordance with Section 4-5-17(G) of the Glen Ellyn Sign Code. Before the Glen Ellyn Village Board can consider this request, the Glen Ellyn Plan Commission must conduct a public hearing. The Plan Commission will conduct the public hearing to consider the request on Thursday, August 12, 2021, at 7:00 p.m. in the Galligan Board Room, on the third floor of the Civic Center, 535 Duane Street, Glen Ellyn, Illinois. Anyone is welcome to attend.

The property owners are requesting approval of a variation from the Glen Ellyn Sign Code as follows:

1. Section 4-5-8(D) of the Sign Code to allow a freestanding residential development sign to be installed at the entry of the subdivision, for a development with less than 20 units; and

2. Any other zoning relief necessary to allow the installation of the residential development sign as depicted on the plans presented or revised at the public hearing or at a public meeting of the Village Board.

The property is zoning R1, Residential District, and is legally described as follows:

OUTLOT A IN BROOKSHIRE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST ¼ OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 25, 2002 AS DOCUMENT R2002-287516 IN DUPAGE COUNTY, ILLINOIS

P.I.N.: 05-24-300-140

Plans related to the proposed project are available for public review in the Planning and Development Department, Civic Center, 535 Duane Street, Glen Ellyn, Illinois. If you have questions, please contact Josh Hankins, Planning Intern, at (630) 547-5241. For individuals with disabilities who have questions regarding the accessibility of the meeting or facilities, contact the Village at (630) 469-5000.

Published in Daily Herald July 28, 2021 (4567616)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

**DuPage County
Daily Herald**

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **DuPage County DAILY HERALD**. That said **DuPage County DAILY HERALD** is a secular newspaper, published in Naperville and has been circulated daily in the Village(s) of:

Addison, Aurora, Bartlett, Bensenville, Bloomingdale, Carol Stream,
Darien, Downers Grove, Elmhurst, Glen Ellyn, Glendale Heights,
Hanover Park, Hinsdale, Itasca, Keeneville, Lisle, Lombard, Medinah,
Naperville, Oakbrook, Oakbrook Terrace, Plainfield, Roselle, Villa Park,
Warrenville, West Chicago, Westmont, Wheaton, Willowbrook,
Winfield, Wood Dale, Woodridge

County(ies) of DuPage

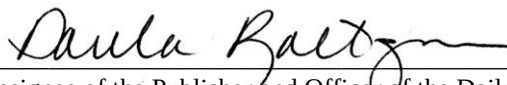
and State of Illinois, continuously for more than one year prior to the date of the first publication of the notice hereinafter referred to and is of general circulation throughout said Village(s), County(ies) and State.

I further certify that the DuPage County DAILY HERALD is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 7/28/21 in said DuPage County DAILY HERALD.

IN WITNESS WHEREOF, the undersigned, the said PADDOCK PUBLICATIONS, Inc., has caused this certificate to be signed by, this authorized agent, at Arlington Heights, Illinois.

PADDOCK PUBLICATIONS, INC.
DAILY HERALD NEWSPAPERS

BY


Designee of the Publisher and Officer of the Daily Herald

Control # 4567616

**VILLAGE OF GLEN ELLYN
535 Duane Street
Glen Ellyn, Illinois 60137
(630) 547-5250**

CLEAR ALL PAGES

APPLICATION FOR SIGN VARIATION

Note to the Applicant: This application should be filed with, and any questions regarding it, should be directed to the Director of the Village Community Development Department.

You may attach separate sheets of paper as needed to answer any of the following questions.

The undersigned hereby petitions the Village of Glen Ellyn, Illinois, for one or more variations from the Glen Ellyn Sign Code, as described in this application.

I. APPLICANT INFORMATION

Name: Brookshire Subdivision Homeowners Association

Address: c/o James V. Madary II, 903 Commerce Drive #250 Oak Brook IL 60523

Phone No.: 630-242-1000 **Fax No.:** _____

E-mail: jay@jvmrealty.com

Ownership Interest in the Property in Question: Homeowners Association

Name and address of the legal owner of the property (if other than the applicant):

Brookshire Subdivision is more commonly known as Jenna Court.

II. PROPERTY INFORMATION

Common address: Jenna Court

Permanent tax index number: 05-24-300-140 **Zoning classification:** R1

Present use: Common area of single-family subdivision

III. INFORMATION REGARDING THE VARIATION(S) REQUESTED

List of the variation(s) requested, including identification of the Sign Code provisions from which the variation is sought:

Relief from Section 4-5-8(D) of the Sign Code, which restricts conforming signs to Residential Developments of at least 20 units.

IV. EVIDENCE RELATING TO SIGN CODE STANDARDS FOR A VARIATION

The following items are intended to elicit information to support conclusions by the Plan Commission and the Village Board that the required findings/standards for a variation have been established and met. Therefore, please complete these items carefully.

Please note that a showing that granting the requested variation would be more profitable to the applicant or that the sign would be more valuable is not grounds for granting approval for a variation (Section 4-5-17(G)3(c) of the Sign Code).

A. Standards Applicable to All Variations Requested

1. Indicate how you believe the requested variation(s) complies with the Statement of Purpose in Section 4-5-2 of the Sign Code (attached):

The Sign's purpose is to help drivers find and distinguish Jenna Court from other subdivisions on Sunnybrook Road. Jenna Court currently has a sign, permitted prior to the subdivision's annexation into Glen Ellyn, but the subdivision's name is not visible to drivers coming from the South. The proposed sign will help people find what they need without difficulty or confusion (Section 4-5-2 Statement of Purpose), while effectively communicating the subdivision's location and providing convenience to the general public (Section 4-5-2(B)).

2. Provide evidence that the practical difficulties or hardship in complying with the Sign Code is based on unique circumstances due to an unusual physical limitation, such as an irregular lot shape, substantial lot depth, unusual geographic location, exceptional topographic feature, or other condition, that is peculiar to the subject property or establishment. Also share how the conditions upon which the request is based are not generally applicable to other property within the same zoning district:

The subdivision is at the top of a hill, so drivers on Sunnybrook do not have an opportunity to recognize it is there before passing the entrance. It is also less than 1,000 feet from the neighboring subdivision to the South, so a sign will reduce any confusion.

3. Provide evidence that the variation(s), if granted, would have no adverse impact on property values in the surrounding area or be injurious to other property or improvements in the neighborhood in which the property is located:

The proposed sign complies with all dimensional and construction requirements per the Sign Code and other applicable zoning codes and standards. It is legally indistinguishable from other signs in the area that have proven to be of no adverse impact on property values.

4. Provide evidence that the variation(s), if granted, would have no adverse impact on the existing or desired character of the surrounding area:

The sign's design and proposed materials are tastefully organized and in harmony with the surrounding area's flora and architectural designs.

5. Provide evidence that the variation(s), if granted, would not endanger the public health, safety, or welfare:

To the contrary, the Sign will help public safety by giving appropriate guidance to drivers on Sunnybrook. There is no evidence that signs of this construction and design have negative effects on the public welfare elsewhere in the Village.

- B. For the purpose of supplementing the above standards, the PC, in making its recommendation that there are practical difficulties or particular hardships, may also take into consideration the extent to which the evidence establishes or fails to establish the following facts favorably to the applicant:

1. Provide evidence that the purpose of the variation(s) is not based exclusively upon a desire to make more money out of the property:

There is no economic value to the Sign. The subdivision had a sign prior to its annexation into the Village so the request is based on a desire to retain a sign but improve its function to the driving public. The sign does not advertise a business enterprise.

2. Provide evidence that the alleged difficulty or particular hardship has not been created by any person presently having an interest in the property or by the applicant:

The current difficulty is due to the annexation of the subdivision. The subdivision's current nonconforming use was not caused by any stakeholder in the subdivision or homeowners association.

3. Provide evidence that the requested variation(s) is/are the minimum variation(s) necessary.

The sign is a conforming structure and satisfies all applicable height, size and setback rules.

4. Provide evidence that the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located:

There is not an investment yield purpose to this application. Rather, the request for relief is to provide the public improved adequate guidance of the location of the subdivision.

Please add any additional comments which you believe may assist the PC in reviewing this application:

VIII. CERTIFICATIONS, CONSENT AND SIGNATURE(S)

I (We) certify that all of the statements and documents submitted as part of this application are true and complete to the best of my (our) knowledge and belief.

I (We) consent to the entry in or upon the premises described in the application by any authorized official of the Village of Glen Ellyn.

I (We) certify that I (we) have carefully reviewed the Glen Ellyn Sign Variation Request Package and applicable provisions of the Glen Ellyn Sign Code.

I (We) understand that this application will not be submitted to the Review Boards and Commissions until all items on the attached list are reviewed by Village staff.

07/08/2021

Date _____

James V. Madary II

Print Name

[Signature]

Signature of Applicant

Date _____

Print Name

Signature of Applicant

Date _____

Print Name _____

Signature of Applicant

AFFIDAVIT OF AUTHORIZATION

I, **James V. Madary II** owner of the property described as

Brookshire Subdivision Homeowners Association

verify that **Samuel A. Lichtenfeld**

is duly authorized to apply and represent my interests before the Glen Ellyn, Plan Commission, Zoning Board of Appeals and/or Village Board. Owner acknowledges that any notice given applicant is actual notice to owner.


Owner Signature

Subscribed and sworn to before me this

8th day of July 2021


Notary Public



SIGNAGE WORKSHEET

List all proposed new, and existing signs to remain, on the establishment,
building and property for the specific type of facility

FACILITY TYPES:

- ☐ NONRESIDENTIAL ESTABLISHMENT (For one establishment in one building on one property)
- ☐ NONRESIDENTIAL ESTABLISHMENT (For one establishment if more than one establishment is in the building or on the property)
- ☐ MULTI-TENANT DEVELOPMENT (For a development with more than two establishments on one property)
- ☐ OFFICE COMPLEX (For a development with more than one business office on one property)
- ☐ RESIDENTIAL DEVELOPMENT (For a development with more than twenty dwelling units on one property)
- ☐ MULTI-FAMILY DWELLING (For a development with more than three dwelling units on one property)
- ☐ PARK OR PUBLIC RECREATION FACILITY
- ☒ OTHER FACILITY - DESCRIBE: Residential Subdivision

SIGN TYPES: (*Please specify one of the following sign types)

Awning, Breezeway, Common Program, Drive-thru Canopy, Freestanding, Indexing, Marquee, Menu Board, Message Board, Nameplate, Off-premises, Office Directory, Order Confirmation, Political Campaign, Portable, Private Parking Lot, Traffic Directional, Wall, Video Display, and Window Sign. (Sign Definitions Section 4-5-3)

Sign	New	Existing	Sign Type *	Dimensions (Length x Width)	Sign Area	Height
1	☒	☐	Freestanding Sign	66" length 3" wide	8'	5'
Words/Symbols: Jenna Court						
2	☐	☐				
Words/Symbols:						
3	☐	☐				
Words/Symbols:						
4	☐	☐				
Words/Symbols:						
5	☐	☐				
Words/Symbols:						
6	☐	☐				
Words/Symbols:						
7	☐	☐				
Words/Symbols:						
8	☐	☐				
Words/Symbols:						

REIMBURSEMENT OF FEES AGREEMENT

Village of Glen Ellyn Acct: # _____

Initial Deposit Amount: _____

- I. DESCRIPTION OF PROJECT: Jenna Court Sign Variance
- II. _____
- III. OWNER:
- A. Owner of Property: Brookshire Subdivision Homeowners Association/Jenna Court
- B. Owner's Address: c/o James V. Madary II 903 Commerce Drive #250, Oak Brook IL 60523
- C. Owner's Home Phone Number: _____ Fax: _____
- D. Owner's Work Phone Number: 630-242-1000
- E. Owner's E-mail: Jay@jvmrealty.com
- F. If Owner is a Land Trust or Corporation, the attached disclosures of interest should be filled out.
- IV. PERSON MAKING REQUEST (Petitioner):
- A. Name of Petitioner: Samuel A. Lichtenfeld
- B. Petitioner's Address: 903 Commerce Drive, #250, Oak Brook, IL 60523
- C. Petitioner's Home Phone Number: 312-203-2133
- D. Petitioner's Work Number: 630-242-1003
- E. Petitioner's E-mail: slichtenfeld@jvmrealty.com
- V. LOCATION OF PROPERTY:
- A. General Location of Property: Jenna Court
- B. Acreage of Parcel: 0.1
- C. Permanent Index Number(s): 05-24-300-140
- D. Legal Description (Please attach)
- VI. REIMBURSEMENT OF FEES:

The Ordinances of the Village require the owners of property, or individuals seeking to utilize property, to receive approval by ordinance or the issuance of a permit to undertake various uses or improvements of property in the Village. These uses can include requests for textual or map changes in the Zoning Ordinance, applications for building permits, requests for zoning relief and other similar requests. The Village has established a fee schedule for the anticipated use of staff time in processing such petitions or applications. In

many cases, however the Village cannot reasonably evaluate the validity or compliance of the petition or application with the Ordinances of the Village without the use of reports from various consultants. In some cases, the application or petition requires among other things, public hearings and associated public notice costs, preparation of minutes or transcripts from the public hearing or meeting, recording costs of Ordinances and the preparation of reports by consultants whose services require the payment of out-of-pocket expenses by the Village. These expenses would not have been incurred but for the petition or application. The Village does not intend to seek to make a profit on its utilization of such consultants, but requires that the applicant, or the person receiving benefit, shall be obligated to reimburse the out-of-pocket expenses incurred by the Village. The Village shall seek to employ consultants who shall charge rates consistent with those paid by private parties who seek similar consulting services. The Village intends, through this Agreement, to cause the payment of out-of-pocket expenses and to require the creation of an escrow fund to guarantee that the petition or application will not result in the citizens of the Village being required to pay for costs incurred at the request of the owner or applicant.

This document shall constitute a contract when an application is made for a license, permit, request for zoning relief or other approval involving the use of real property. Should the Village, in its sole and exclusive discretion, determine that it is necessary or desirable for the Village to obtain professional services, including, but not limited to, attorneys, engineers, planners, architects, surveyors, court reporters, traffic, drainage or other consultants, including full and/or part time site inspection services during the actual construction of any required improvements, and/or to incur costs related to any required notices or recordations, in connection with any application or petition filed by the petitioner then the petitioner and owner shall be jointly and severally liable for the payment of such professional fees and costs, as shall actually be incurred by the Village. The Community Development Director is hereby authorized to assign the above described services to the Village staff or to consultants, as the Director deems appropriate and without prior notification to the petitioner.

Any application or petition to be reviewed by the Community Development Department or by the Plan Commission shall require the petitioner to establish an escrow account with the Village in an amount determined by the Community Development Director to reimburse the Village for all out of pocket costs associated with the request. These out of pocket costs will cover such things as services provided by the Village's consulting engineer, consulting attorney, consulting planner, traffic consultant, wetland consultant, landscape consultant, architectural consultant, appraiser and transcriber, among others, as well as reproduction costs, public hearing notice costs, recording costs, etc. Along with the application the petitioner shall also submit a signed copy of this agreement thereby acknowledging and agreeing to reimburse the Village for all out of pocket costs associated with the application or petition.

This agreement shall be accompanied by an initial deposit in an amount to be determined by the Director of Community Development but shall be no less than \$500. The Village will provide an itemized list of Village expenses incurred related to any charge to the escrow account, and the petitioner shall deposit funds to reimburse the Village for those expenses upon notice from the Village that the deposit has dropped below \$300. If the expenses are not reimbursed, then reviews meetings and permits associated with out of pocket costs will cease, and the request will not be moved forward through the review process. At the completion of the review process, and development of the project, if appropriate, any remaining balance from the deposit will be returned to the petitioner, without interest, after all expenses have been paid.

The Village shall deduct the incurred expenditures and costs from the funds deposited. If the remaining deposit balance falls below \$300.00, the petitioner, upon notice by the Village, shall be required to replenish the deposit to its initial amount. The Village shall mail the petitioner regular invoices for the

fees and costs incurred. The petitioner shall replenish the deposit amount within thirty (30) days of issuance of each such invoice directing replenishment of the deposit.

A petitioner who withdraws his or her petition may apply in writing to the Community Development Director for a refund of his or her remaining escrow balance. The Community Development Director may, at his or her discretion, approve such refund less any actual fees and costs, which the Village has already paid or incurred relative to the application.

Upon the failure of the petitioner or owner to reimburse the Village in accordance with this Agreement, no further action shall be undertaken on the application by the Village President and Board of Trustees, or by any other official or quasi-official individual or body thereunder, including the conduct of any hearings or deliberations, reviews of any plans or applications, the granting of any relief or approvals, issuance of any permits or occupancies, performance of inspections and the execution or recording of any documents, until all such outstanding fees are paid in full and/or the initial deposit is restored to its full amount. Upon any failure to reimburse the Village in accordance with this Section, the Village may in its discretion, apply any or all of the initial deposit to the outstanding balance due.

The remedies available to the Village as set forth hereinabove are non-exclusive and nothing herein shall be deemed to limit or waive the Village's right to seek relief of such fees against any or all responsible parties in a court of competent jurisdiction.

Any remaining balance of any funds deposited pursuant to this Agreement shall be refunded at such time as the completion of Village deliberation on the petition or application, recordation of all necessary documents associated with the petition or application, issuance of a building permit, approval of a final inspection, or issuance of a final certificate of occupancy upon the real property in question whichever occurs later.

BY SIGNING BELOW, THE PETITIONER AND OWNER ACKNOWLEDGE THAT EACH OF THEM HAS READ THE FOREGOING PARAGRAPHS AND EACH OF THEM FULLY UNDERSTANDS AND AGREES TO COMPLY WITH THE TERMS SET FORTH HEREIN. FURTHER, BY SIGNING BELOW, EACH SIGNATORY WARRANTS THAT HE/SHE/IT POSSESSES FULL AUTHORITY TO SO SIGN.

THE PETITIONER AND OWNER AGREE THAT PETITIONER AND OWNER SHALL BE JOINTLY AND SEVERALLY LIABLE FOR PAYMENT OF FEES REFERRED TO IN APPLICABLE SECTIONS OF THE ORDINANCES OF THE VILLAGE OF GLEN ELLYN, AND THE OBLIGATIONS FOR PAYMENT RELATING TO THE FILING OF PETITION OR APPLICATION, AS SET FORTH HEREIN.



Petitioner

Village of Glen Ellyn

Owner

By: _____
Community Development Director

Date: 7/8/2011

Date: _____

Affidavit Affirming No Conflict of Interest

The undersigned, being duly sworn and under oath, states as follows:

1. My name is Samuel A. Lichtefeld, and I hold the position of Attorney for Brookshire Subdivision Homeowners - Jenna Court ("Applicant").
2. I have personal knowledge of all facts stated in this Affidavit, and if called to testify, I could and would testify competently thereto.
3. I am authorized by the Applicant to make the representations and statements in this Affidavit on the Applicant's behalf in support of the application for development approval ("Application") the Applicant filed with the Village of Glen Ellyn ("Village").
4. To the best of my knowledge, and as of the Application's date, no individual that is employed by the Village or sits on an elected or appointed Village board or commission has a financial interest in the Applicant, the Application, or the project proposed by the Applicant.
5. To the best of my knowledge, and as of the Application's date, no individual that is related to any person that is employed by the Village or sits on an elected or appointed Village board or commission has a financial interest in the Applicant, the Application, or the project proposed by the Applicant.
6. I will immediately notify the Village if the Applicant learns of the material inaccuracy of any statement within this Affidavit.

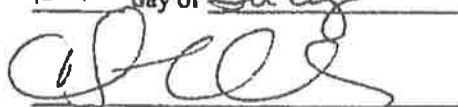
Further affiant sayeth naught.

Name: Samuel A. Lichtefeld

Title: Attorney

Applicant's Name: Samuel A. Lichtefeld

Subscribed and sworn to me this

12 day of July, 2021.

Notary Public



FINAL PLAT OF SUBDIVISION
FOR

BROOKSHIRE SUBDIVISION

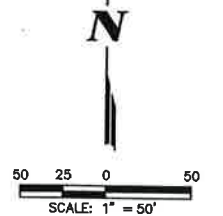
BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 24,
TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PLAT
R2002-287516
OCT. 25, 2002
4:04 PM

PARCEL INDEX NUMBER
05-24-300050
05-24-300051
05-24-300052
VACANT LAND ADJACENT TO
SUNNY BROOK ROAD IN
DUPAGE COUNTY, ILLINOIS

TOTAL AREA OF
SUBDIVISION =
5.596 ACRES
(MORE OR LESS)

SHEET 1 OF 2



THIS PLAT WAS SUBMITTED TO THE COUNTY
RECORDER FOR THE PURPOSES OF RECORDING BY:

(PRINT NAME)

(ADDRESS)

(CITY/TOWN) (STATE) (ZIP CODE)

NOTES

3/4 INCH IRON PIPE SET AT ALL LOT
CORNERS AND POINTS OF CURVATURE UNLESS
OTHERWISE NOTED.

ALL MEASUREMENTS ARE SHOWN IN FEET AND
DECIMAL PARTS THEREOF.

DIMENSIONS SHOWN ALONG CURVES ARE ARC
DISTANCES.

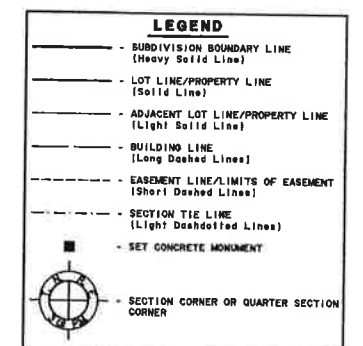
ALL EASEMENTS ARE HEREBY GRANTED UNLESS
OTHERWISE NOTED.

P.U. & D.E. - INDICATES PUBLIC UTILITY &
DRAINAGE EASEMENT HEREBY
GRANTED. SEE PROVISIONS
FOR DETAILS.

THE BEARINGS SHOWN HEREON ARE BASED
UPON THE WEST LINE OF SUNNY BROOK
ROAD BEING S 00°10'14" E (ASSUMED).

DIRECT VEHICULAR INGRESS/EGRESS IS
HEREBY PROHIBITED FROM LOT 1 ONTO
SUNNY BROOK ROAD.

OUTLOTS A & B SHALL BE OWNED BY THE
BROOKSHIRE ASSOCIATION, WHICH IS OWNED
EQUALLY BY LOTS 1-9.



RECEIVED
JUL 12 2021
VILLAGE OF GLEN ELLYN

PREPARED FOR:
JERRY McKEOWN
McKEOWN CLASSIC HOMES
P.O. BOX 3984
NAPERVILLE, ILLINOIS 60567
(630) 978-2040 FAX(630) 978-0886

PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
11131 COUNTY FARM ROAD
WINFIELD, ILLINOIS 60190-2022
PH: (630) 653-1030 FAX: (630) 653-0652
e-mail: cadd@cemcon.com

DISC NO.: 690001P FILE NAME: PLAT1-1.dwg
DRAWN BY: N.K.S. FLD. BK. / PG. NO.: 864/48-75
COMPLETION DATE: 04-22-02 JOB NO.: 690.001
REVISED: 09-23-02/NKS STREET NAME, OUTLOT NOTE, ESMNT

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R2002-287516 1 of 2

SURFACE WATER STATEMENT

STATE OF ILLINOIS) SS.
COUNTY OF DUPAGE)

TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS 24TH DAY OF September, A.D., 2002.

IL. REG. PROFESSIONAL ENGINEER OWNER OR ATTORNEY FOR OWNER

* 32726
STATE REGISTRATION NUMBER

REGISTRATION EXPIRATION DATE

OWNER'S & SCHOOL DISTRICT CERTIFICATE

STATE OF ILLINOIS) SS.
COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF THE LAND DESCRIBED IN THE ANNEXED PLAT, AND THAT HE HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED, AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DO HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

I HEREBY DEDICATE FOR PUBLIC USE THE LANDS SHOWN ON THIS PLAT FOR THOROUGHFARES, STREETS, ALLEYS AND FACILITIES; AND I HEREBY ALSO RESERVE FOR AMERITECH, COMMONWEALTH Edison COMPANY AND NICOR GAS COMPANY THE EASEMENT PROVISIONS WHICH ARE STATED IN THE PUBLIC UTILITY AND DRAINAGE EASEMENT PROVISIONS ATTACHED HERETO.

TO THE BEST OF OWNER'S KNOWLEDGE AND BELIEF, SAID SUBDIVISION LIES ENTIRELY WITHIN THE LIMITS OF GLEN ELLYN HIGH SCHOOL DISTRICT 29 AND GLEN ELLYN ELEMENTARY SCHOOL DISTRICT 29.

McKeown Classic Homes, Inc.
P.O. Box 3984, Naperville, IL 60567
ADDRESS

DATED THIS 24 DAY OF September, A.D., 2002.

By: *[Signature]* ATTEST: *[Signature]*

NOTARY CERTIFICATE

STATE OF ILLINOIS) SS.
COUNTY OF DUPAGE)

I, *[Signature]*, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT *[Signature]* AND *[Signature]* ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS, WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AS OWNERS, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACTS, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 25TH DAY OF September, A.D., 2002.

NOTARY PUBLIC

MY COMMISSION EXPIRES August 15, 2005

VILLAGE ENGINEER'S CERTIFICATE

STATE OF ILLINOIS) SS.
COUNTY OF DUPAGE)

I, *[Signature]*, VILLAGE ENGINEER OF THE VILLAGE OF GLEN ELLYN, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF ALL MATTERS PERTAINING TO PLAT REQUIREMENTS AS PRESCRIBED IN THE REGULATIONS GOVERNING PLATS ADOPTED BY THE VILLAGE BOARD OF THE VILLAGE OF GLEN ELLYN, ILLINOIS, INsofar AS THEY PERTAIN TO THE SUBJECT PLAT, HAVE BEEN COMPLIED WITH. I FURTHER CERTIFY THAT THE STREET NAMES HAVE BEEN EXAMINED BY ME AND FOUND TO COMPLY WITH THE VILLAGE OF GLEN ELLYN REGULATIONS.

DATED AT GLEN ELLYN, DUPAGE COUNTY, ILLINOIS, THIS 22ND DAY OF October, A.D., 2002.

VILLAGE ENGINEER

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS) SS.
COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT I, THOMAS C. WHITT, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

LOTS 30, 31, AND 32 IN F.H. BARTLETTS SUNNYSIDE FARMS A SUBDIVISION OF A PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS.

THE PLAT HEREON DRAWN IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY, DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

AS SHOWN BY THE ATTACHED PLAT, WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION, ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF. I CERTIFY THAT ALL REGULATIONS ENACTED BY THE COUNTY BOARD RELATIVE TO PLATS AND SUBDIVISIONS HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT AND THAT SAID PLAT IS NOT WITHIN THE CORPORATE LIMITS OF ANY CITY OR VILLAGE BUT IS LOCATED WITHIN ONE AND ONE-HALF (1-1/2) MILES OF THE VILLAGE OF GLEN ELLYN. I FURTHER CERTIFY THAT THE PARCELS INCLUDED IN THIS PLAT ARE NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY ACCORDING TO THE FLOOD RATE MAP, PANEL NO. 170197 0040 B DATED APRIL 15, 1982.

NOTE: THIS DOES NOT GUARANTEE THAT THE SUBJECT PROPERTY WILL NOT FLOOD.

GIVEN UNDER MY HAND AND SEAL THIS 22ND DAY OF APRIL, A.D., 2002.

IL. REG. PROFESSIONAL LAND SURVEYOR NO. 2357

MY REGISTRATION EXPIRES ON NOVEMBER 30, 2002

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS) SS.
COUNTY OF DUPAGE)

APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF GLEN ELLYN, DUPAGE COUNTY, ILLINOIS.

DATED THIS 26TH DAY OF September, A.D., 2002.

SIGNED: *[Signature]* CHAIRMAN

ATTEST: *[Signature]* RECORDING SECRETARY

VILLAGE BOARD OF TRUSTEES

STATE OF ILLINOIS) SS.
COUNTY OF DUPAGE)

APPROVED BY THE PRESIDENT AND VILLAGE BOARD OF THE VILLAGE OF GLEN ELLYN, DUPAGE COUNTY, ILLINOIS, THIS 22ND DAY OF April, A.D., 2002.

SIGNED: *[Signature]* ATTEST: *[Signature]*

I, *[Signature]*, VILLAGE CLERK OF THE VILLAGE OF GLEN ELLYN, ILLINOIS, DO HEREBY CERTIFY THAT THE ANNEXED PLAT WAS PRESENTED TO AND BY ORDINANCE DULY APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF GLEN ELLYN, AT ITS MEETING HELD ON April 22, A.D., 2002.

VILLAGE CLERK

DUPAGE COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS) SS.
COUNTY OF DUPAGE)

I, *[Signature]*, COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT.

I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT WHEATON, ILLINOIS, THIS 24TH DAY OF October, A.D., 2002.

COUNTY CLERK

DUPAGE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS) SS.
COUNTY OF DUPAGE)

THIS INSTRUMENT NO. B2002-287516 WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, ON THE 25TH DAY OF OCTOBER, A.D., 2002 AT 4:01 PM O'CLOCK.

RECORDER OF DEEDS

CERTIFICATE OF TOWNSHIP HIGHWAY COMMISSIONER

STATE OF ILLINOIS) SS.
COUNTY OF DUPAGE)

APPROVED THIS 24TH DAY OF September, 2002.

HIGHWAY COMMISSIONER

CERTIFICATE OF COUNTY ENGINEER

STATE OF ILLINOIS) SS.
COUNTY OF DUPAGE)

APPROVED BY THE DUPAGE COUNTY DIVISION OF TRANSPORTATION THIS 24TH DAY OF October, A.D., 2002.

COUNTY ENGINEER

CERTIFICATE OF DEVELOPMENT AND ENVIRONMENTAL CONCERNS

STATE OF ILLINOIS) SS.
COUNTY OF DUPAGE)

I, *[Signature]*, DIRECTOR FOR THE DUPAGE COUNTY DEPARTMENT OF DEVELOPMENT AND ENVIRONMENTAL CONCERNS, DO HEREBY CERTIFY THAT THIS PLAT, AND THE PLANS AND SPECIFICATIONS FOR THE IMPROVEMENTS THEREOF, MEET THE REQUIREMENTS OF THE DEVELOPMENT AND ENVIRONMENTAL CONCERNS DEPARTMENT OF DUPAGE COUNTY.

DATED AT WHEATON, DUPAGE COUNTY, ILLINOIS THIS 25 DAY OF October, A.D., 2002.

DIRECTOR

CERTIFICATE OF HEALTH DEPARTMENT

STATE OF ILLINOIS) SS.
COUNTY OF DUPAGE)

APPROVED THIS 24 DAY OF October, 2002.

ENVIRONMENTAL ENGINEER

CERTIFICATE OF DATA PROCESSING DEPARTMENT (GIS SECTION)

STATE OF ILLINOIS) SS.
COUNTY OF DUPAGE)

APPROVED THIS 25TH DAY OF October, 2002.

MANAGER OF GEOGRAPHIC INFORMATION SYSTEMS DATA PROCESSING DEPARTMENT

CERTIFICATE OF PLAT OFFICER

STATE OF ILLINOIS) SS.
COUNTY OF DUPAGE)

APPROVED THIS 25TH DAY OF October, 2002.

PLAT OFFICER, DUPAGE COUNTY

LINE OF SIGHT EASEMENT PROVISION

A LINE OF SIGHT EASEMENT IS HEREBY RESERVED AND GRANTED OVER ALL AREAS HEREON PLATTED AND NOTED AS "LINE OF SIGHT EASEMENT" FOR THE USE OF THE TOWNSHIP OF MILTON/COUNTY OF DUPAGE, ILLINOIS, AS WELL AS THEIR HEIRS, SUCCESSORS AND ASSIGNS, FOR THE PURPOSE OF MAINTAINING AN UNOBSTRUCTED LINE OF SIGHT AT INTERSECTIONS FOR VEHICULAR TRAFFIC USING THE ROADWAYS ADJACENT TO THE SUBDIVISION. OBSTRUCTIONS SHALL NOT BE PLACED OVER THE SUBJECT EASEMENT, WITH THE EXCEPTION OF LANDSCAPE PLANTINGS WHICH MUST BE MAINTAINED AT A HEIGHT NOT TO EXCEED 3.0 FEET ABOVE THE BACK OF CURB ELEVATION.

PUBLIC UTILITY AND DRAINAGE EASEMENT PROVISIONS

A NON-EXCLUSIVE EASEMENT FOR SERVING THIS SUBDIVISION AND OTHER PROPERTY IS HEREBY RESERVED FOR AND GRANTED TO THE TOWNSHIP OF MILTON, THE COUNTY OF DUPAGE, AND TO PUBLIC UTILITY COMPANIES, INCLUDING BUT NOT LIMITED TO, AMERITECH ILLINOIS BELL TELEPHONE COMPANY, COMMONWEALTH Edison COMPANY, AMERITECH ILLINOIS GAS COMPANY, AT&T BROADBAND, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, OVER THOSE AREAS DESIGNATED AS "PUBLIC UTILITY AND DRAINAGE EASEMENT", TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE, MAINTAIN, AND REMOVE, FROM TIME TO TIME, THE FACILITIES USED IN CONNECTION WITH THE UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, SOUNDS, SIGNALS, GAS, WATER, STORM WATER, OVERLAND DRAINAGE OR SANITARY SEWER IN, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF SAID EASEMENT AREAS, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS UNDER OR ON THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON, THE RIGHT TO CUT, TRIM, OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENTAL TO THE RIGHTS HEREIN GIVEN AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL OF THESE PURPOSES. THE LOCATION OF ALL SUCH FACILITIES IS SUBJECT TO THE APPROVAL OF THE OWNERS OF THE PROPERTY OR THE RESPECTIVE OWNER'S REPRESENTATIVE ASSOCIATION, WHICH APPROVAL SHALL NOT BE UNREASONABLY WITHHELD, AND ALL SUCH INSTALLATIONS ARE SUBJECT TO THE ORDINANCES OF THE COUNTY OF DUPAGE AND THE TOWNSHIP OF MILTON. NO OBSTRUCTIONS OF ANY TYPE SHALL BE PLACED OVER GRANTEES FACILITIES OR IN, UPON OR OVER SUCH EASEMENTS WITHOUT PRIOR WRITTEN CONSENT OF THE GRANTEES. SUCH FACILITIES SHALL BE LOCATED UNDERGROUND OR ON THE SURFACE AND AFTER INSTALLATION OF ANY SUCH FACILITIES THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

PERTAINING TO THOSE EASEMENT AREAS AS UTILIZED FOR STORM WATER AND OVERLAND DRAINAGE PURPOSES, NO BUILDINGS OR OTHER STRUCTURES SHALL BE PLACED ON SAID EASEMENT BUT THE SAME MAY BE USED FOR OTHER PURPOSES THAT DO NOT ADVERSELY AFFECT THE STORAGE/FREE-FLOW OF STORM WATER. EACH OWNER OR SUBSEQUENT PURCHASER SHALL BE EQUALLY RESPONSIBLE FOR MAINTAINING THE STORM WATER AND OVERLAND DRAINAGE EASEMENT AREAS AND SHALL NOT DESTROY OR MODIFY GRADES OR SLOPES WITHOUT HAVING FIRST RECEIVED PRIOR WRITTEN APPROVAL OF THE TOWNSHIP OF MILTON/COUNTY OF DUPAGE, ILLINOIS, OR ANY OTHER UNIT OF LOCAL GOVERNMENT HAVING JURISDICTION OVER DRAINAGE. IN THE EVENT ANY OWNER OR SUBSEQUENT PURCHASER FAILS TO PROPERLY MAINTAIN THE STORM WATER AND OVERLAND DRAINAGE EASEMENT AREAS, THE COUNTY OF DUPAGE, ILLINOIS OR ANY OTHER UNIT OF LOCAL GOVERNMENT HAVING JURISDICTION OVER DRAINAGE, SHALL UPON TEN (10) DAYS PRIOR OF WRITTEN NOTICE, RESERVE THE RIGHT, BUT NOT THE DUTY, TO PERFORM, OR HAVE PERFORMED ON ITS BEHALF, ANY MAINTENANCE WORK TO OR UPON THE STORM WATER AND OVERLAND DRAINAGE AREAS REASONABLY NECESSARY TO INSURE ADEQUATE STORM WATER STORAGE AND FREE FLOW OF STORM WATER THROUGH THE STORM WATER AND OVERLAND DRAINAGE AREAS. IN THE EVENT THE COUNTY OF DUPAGE, ILLINOIS, OR ANY OTHER UNIT OF LOCAL GOVERNMENT HAVING JURISDICTION OVER DRAINAGE, SHALL BE REQUIRED TO PERFORM, OR HAVE PERFORMED ON ITS BEHALF, ANY MAINTENANCE WORK TO OR UPON THE STORM WATER AND OVERLAND DRAINAGE EASEMENT AREAS, THE COST TOGETHER WITH AN ADDITIONAL SUM OF TEN (10) PERCENT OF SAID COST SHALL UPON RECORDATION OF A NOTICE OF LIEN WITHIN NINETY (90) DAYS OF COMPLETION OF THE WORK CONSTITUTE LIEN AGAINST ALL LOTS CREATED BY THIS PLAT WHICH MAY BE FORECLOSED BY ANY ACTION BROUGHT BY OR ON BEHALF OF THE COUNTY OF DUPAGE, ILLINOIS.

DETENTION EASEMENT PROVISIONS

ALL EASEMENTS INDICATED HEREON AS "DETENTION EASEMENT" ARE HEREBY RESERVED FOR AND GRANTED TO THE TOWNSHIP OF MILTON/THE COUNTY OF DUPAGE, AND THEIR SUCCESSORS AND ASSIGNS, TOGETHER WITH THE RIGHT OF ACCESS ACROSS THE BLANKET EASEMENT AREA ON OUTLOT A FOR THE MEN AND EQUIPMENT THAT MAY BE NECESSARY TO EXERCISE THE RIGHTS HEREIN GIVEN. NO BUILDINGS SHALL BE PLACED ON OR WITHIN SAID EASEMENT AREAS BUT THE SAME MAY BE USED FOR OTHER PURPOSES THAT DO NOT ADVERSELY AFFECT THE STORAGE/FREE-FLOW OF STORMWATER. EACH OWNER OR SUBSEQUENT PURCHASER SHALL BE EQUALLY RESPONSIBLE FOR MAINTAINING THE DETENTION EASEMENT AND SHALL NOT DESTROY OR MODIFY SLOPES WITHOUT HAVING FIRST RECEIVED PRIOR WRITTEN APPROVAL OF THE TOWNSHIP OF MILTON/THE COUNTY OF DUPAGE, OR ANY OTHER UNIT OF LOCAL GOVERNMENT HAVING JURISDICTION OVER DRAINAGE ON THE PROPERTY INCLUDED IN THIS SUBDIVISION.

IN THE EVENT THAT OWNER OR SUBSEQUENT PURCHASER FAILS TO PROPERLY MAINTAIN THE DETENTION EASEMENT AREA, THE TOWNSHIP OF MILTON/THE COUNTY OF DUPAGE, OR ANY OTHER UNIT OF LOCAL GOVERNMENT HAVING JURISDICTION OVER DRAINAGE ON THE PROPERTY INCLUDED IN THIS SUBDIVISION, SHALL BE REQUIRED TO PERFORM OR HAVE PERFORMED ON ITS BEHALF, ANY MAINTENANCE WORK TO OR UPON THE DETENTION EASEMENT AREA REASONABLY NECESSARY TO ENSURE ADEQUATE STORMWATER STORAGE AND THE FREE FLOW OF STORMWATER THROUGH SAID DETENTION EASEMENT AREA.

IN THE EVENT THAT THE TOWNSHIP OF MILTON/THE COUNTY OF DUPAGE, OR ANY OTHER UNIT OF LOCAL GOVERNMENT HAVING JURISDICTION OVER DRAINAGE ON THE PROPERTY INCLUDED IN THIS SUBDIVISION, SHALL BE REQUIRED TO PERFORM OR HAVE PERFORMED ON ITS BEHALF, ANY MAINTENANCE WORK TO OR UPON THE DETENTION EASEMENT AREA, THE COST TOGETHER WITH AN ADDITIONAL SUM OF TEN (10) PERCENT OF SAID COST SHALL, UPON RECORDATION OF A NOTICE OF LIEN WITHIN NINETY (90) DAYS OF THE COMPLETION OF SAID WORK, CONSTITUTE A LIEN AGAINST ALL LOTS CREATED BY THIS PLAT WHICH MAY BE FORECLOSED BY ANY ACTION BROUGHT BY OR ON BEHALF OF THE TOWNSHIP OF MILTON/THE COUNTY OF DUPAGE, ILLINOIS.

PREPARED FOR:

JERRY McKEOWN
McKEOWN CLASSIC HOMES
P.O. BOX 3984
NAPERVILLE, ILLINOIS 60567
(630) 978-2040 FAX(630) 978-0886

PREPARED BY:

CEMCON, Ltd.

Consulting Engineers, Land Surveyors & Planners
1N131 COUNTY FARM ROAD
WINFIELD, ILLINOIS 60190-2022
PH: (630) 653-1030 FAX: (630) 653-0652
e-mail: cadd@cemcon.com

DISC NO.: 690001P FILE NAME: PLAT1-2.dwg
DRAWN BY: N.K.S. FLD. BK. / PG. NO.: 864/48-75
COMPLETION DATE: 04-22-02 JOB NO.: 690.001
REVISED: 09-23-02/NKS ADDED LINE OF SIGHT PROVISION
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B2002-287516 2 of 2

A photograph of a garden scene. In the center, a rectangular stone sign with the word "BROOKSHIRE" in a serif font is mounted on a low stone base. The sign is surrounded by green foliage and mulch. A concrete sidewalk is visible in the foreground. In the background, there are trees and a building with a dark roof.

BROOKSHIRE

This space for Recorder's use only



This space for Recorder's use only

Village of Glen Ellyn
UTILITY EASEMENT(S) AFFIDAVIT FOR THE CONSTRUCTION OF A FREE
STANDING RESIDENTIAL DEVELOPMENT SIGN

PROPERTY OWNER(S) NAME: _____

PROPERTY OWNER(S) ADDRESS: _____

PROPERTY ADDRESS: _____

PROPERTY IDENTIFICATION NUMBER (PIN): _____

I, the undersigned, acknowledge that the attached permit application is for a free standing sign which encroaches in whole, or in part, into a recorded easement. I further acknowledge that I, the Owner, shall notify all affected easement holders and inform them of the contemplated development or activity to occur within their designated easement area(s) and obtain their approval.

I recognize that the failure to obtain all required approval(s) from easement holder(s) renders any permit issued by the Village of Glen Ellyn null and void and without any further effect. I also recognize, as Owner, should any permit be deemed null and void I am obligated under the laws and ordinances of the Village of Glen Ellyn to immediately cease and desist activity and/or remove all improvements erected, built, constructed or relocated by the permit at my own expense.



I further realize that the easement holder may, at any time in the future, request access to the easement area, for any purpose, and that I, as the Owner, may be required to cease any activity or remove any improvement authorized under the Village permit(s) at my own expense.

I acknowledge that the issuance of a permit by the Village of Glen Ellyn does not affect, in any way, any right, liability, responsibility, duty or obligation pursuant to the easement conditions and terms nor is the issuance of a permit, a license or grant of authority to engage in any use or improve the subject area in any manner contrary to the terms and conditions of the easement. I further acknowledge that the Village of Glen Ellyn does not warranty or guaranty any applicant representations regarding his/her rights, liabilities, responsibilities, duties or obligations under the terms and conditions of the easement.

State of Illinois

County of _____.

Subscribed and sworn to before me this

_____ day of _____, 20____

by _____

Name of person signing

Signature of Notary

Signature of Property Owner:

Printed Name of Property Owner:

**"DRAFT FINDINGS OF FACT" FOR A RECOMMENDATION OF APPROVAL
OF A SIGN VARIATION FOR BROOKSHIRE SUBDIVISION/
JENNA COURT HOMEOWNER'S ASSOCIATION
TO BE LOCATED ON THE PROPERTY AT THE CORNER OF JENNA COURT AND
SUNNYBROOK ROAD (OUTLOT A)**

Having considered the application of the Brookshire Subdivision/Jenna Court Homeowner's Association for approval of a sign variation from the Glen Ellyn Sign Code for property located at the corner of Jenna Court and Sunnybrook Road and commonly known as "Outlot A", the Plan Commission hereby makes the following findings of fact in regard to the requested sign variation:

(Draft reasons, taken partially from the petitioner's application packet, as to how the project may comply with the necessary findings have been drafted by Staff; the Commission may wish to consider the findings but should feel free to amend the below reasons to make your own findings of fact based upon information provided at the public hearing).

1. The request complies with the Statement of Purpose in Section 4-5-2 of this Chapter because:

The petitioner believes that the sign will help drivers find and distinguish Jenna Court from other subdivisions on Sunnybrook Road. The subdivision currently has a sign, which was permitted prior to the subdivision's annexation to the Village of Glen Ellyn. However, this current sign, which is to the south of Jenna Court, is not visible to drivers heading north on Sunnybrook Road. The proposed sign will help people find the subdivision without difficulty or confusion while effectively communicating the subdivision's location and providing convenience to the general public.

2. The plight of the owner is based on unique circumstances due to an unusual physical limitation, such as an irregular lot shape, substantial lot depth, unusual geographic location, exceptional topographic feature, or other condition, that is peculiar to the subject property or establishment and the conditions upon which the request is based are not generally applicable to other property within the same zoning district because:

The subdivision is at the top of a hill, which inhibits drivers on Sunnybrook from having the opportunity to recognize the subdivision before passing the entrance on Jenna Court. This sign will also reduce confusion between this subdivision and the neighboring subdivision 1,000 feet to its south.

3. The variation, if granted, would have no adverse impact on property values in the surrounding area or be injurious to other property or improvement in the neighborhood in which the property is located because:

The proposed sign will comply with all dimensional and construction requirements per the Village Sign Code and other applicable Zoning Codes and standards. It would be

indistinguishable from other signs in the area that have no adverse impact on property values.

4. The variation, if granted, would have no adverse impact on the existing or desired character of the surrounding area because:

The sign's design and proposed materials will be tastefully organized and in harmony with the surrounding area's flora and architectural designs and will be otherwise compliant with Village Codes and Ordinances.

5. The variation, if granted, would not endanger, the public health, safety, or welfare because:

The sign will help safety by giving appropriate guidance to drivers on Sunnybrook Road. The sign will be constructed in accordance with Village Codes and Ordinances and will not be installed within the 30 foot sight triangle.

The Commission further adopts the supplemental findings of fact in the petitioner's application packet dated July 12, 2021.

(DRAFT) MOTION TO RECOMMEND APPROVAL OF A SIGN VARIATION FOR THE PROPERTY LOCATED AT THE CORNER OF JENNA COURT AND SUNNYBROOK ROAD.

After conducting a public hearing and deliberating on the request of the petitioner, Brookshire Subdivision/Jenna Court Homeowners Association, for approval of a Sign Variation to allow the construction of a sign on the south side of Jenna Court fronting Sunnybrook Road in the R1 Residential District, the Plan Commission hereby recommends approval based on the findings of fact, as discussed or amended at the Plan Commission public hearing on October 14, 2021, which are hereby incorporated into the Motion by reference as though fully set forth herein, and a copy of which will be attached to the minutes of this meeting and kept on file as part of the permanent records of the Village. The Plan Commission makes this recommendation of approval with the following conditions:

1. That the sign shall be constructed in substantial conformance with the testimony presented at the Plan Commission public hearing and before the Village Board of Trustees; and
2. Other than the variation requested, the proposed sign shall otherwise be compliant with the Village's Sign Code; and
3. That the sign shall be installed in a location on the property that is compliant with the Village's Sign Code; and
4. That the HOA President sign a utility easement affidavit acknowledging the sign would be installed in a recorded easement; that all affected easement holders will be notified of and approve the installation of the sign in the easement; that the HOA will be required to remove the sign at their own expense in the event that any easement holder requires access to the premises; and that the utility easement affidavit be recorded prior to the issuance of a sign permit; and
5. That 2 square feet of landscaping will be installed and at the base of the sign, for each 1 square foot of signage; that the landscaping around the sign base be maintained in perpetuity; and
6. That the non-conforming "Brookshire" sign be removed prior to the installation of the proposed sign; and
7. That it is the obligation of the HOA to maintain the sign in good condition in perpetuity.

Motion by: _____ Seconded by: _____



**Glen Ellyn Plan
Commission**
535 Duane Street
Glen Ellyn, IL 60137

Meeting 10/14/2021 7:00 PM
Department: Community Development
Department Head: Staci Springer
Category: Public Hearing
Prepared By: Kelly Purvis

**AGENDA ITEM (ID
2021-1514)**

DOC ID: 2021-1514

**437 Duane Street & 424 Prospect Avenue - Avere on Duane
Planned Unit Development Amendment, Zoning Map Amendment
and Consolidation requests to allow the addition of an outdoor
amenity area to the subject property.**

Statement of the Issue:

See attached Staff Report.

Analysis:

See attached Staff Report.

Budget Impact:

See attached Staff Report.

Action Requested:

See attached Staff Report.

Attachments:

1. Staff Report 10-14-21
2. 1. Aerial Photo
3. 2. Zoning & Location Map
4. 3. Public Hearing Notice
5. 4. Mailing List for Public Notice
6. 5. Location Map for Public Notice
7. 6. Certificate of Publication
8. 7. Meeting Minutes - June 20, 2019 Pan Commission
9. 8. Meeting Minutes - July 8, 2019 Village Board
10. 9. Ordinance No. 6705
11. 10. Ordinance No. 6706
12. 11. Preliminary & Final PUD Application Forms

- 13. 12. Zoning Map Amendment Application
- 14. 13. Lot Consolidation Application
- 15. 14. Supporting Application Information
- 16. 15. PUD Plat & Plan
- 17. 16. Avere Private Park Illustrative Plan
- 18. 17. Engineering Plans
- 19. 18. Landscape & Details
- 20. 19. Draft Findings of Fact
- 21. 20. Draft Motion to Approve

STAFF REPORT

TO: Glen Ellyn Plan Commission
FROM: Kelly Purvis, Planning Manager
DATE: October 2, 2021
FOR: October 14, 2021 - Plan Commission Public Hearing
SUBJECT: 437 Duane Street and 424 Prospect Avenue
Public Hearing to review the proposal for a Planned Unit Development Amendment for the Avere on Duane project, which would allow the addition of an outdoor amenity space to the property, for use by the apartment's residents

PETITIONER: The petitioners are Warren James and Matt Nix of REVA Development Partners, who are part owners of the properties located at 437 Duane Street and 424 Prospect Avenue. Ownership of each property is AVERE on Duane, LLC and REVA 424 Prospect, LLC respectively.

REQUEST: The petitioners have submitted formal applications for approval of an amendment to the Planned Unit Development Plans for the Avere on Duane project, a Lot Consolidation and Zoning Map Amendment to allow the construction of an outdoor amenity space to be used by the residents of the multi-family building. In order to proceed with the project as proposed the petitioners will need approval of the following:

1. An Amendment to the Special Use Permit for a Preliminary and Final Planned Unit Development Plat and Plan in accordance with Section 10-10-15 of the Glen Ellyn Zoning Code.
2. A Zoning Map Amendment in accordance with Section 10-10-13 of the Zoning Code to rezone the 424 Prospect Avenue property from R2 District to C5B Central Business District.
3. A lot consolidation.

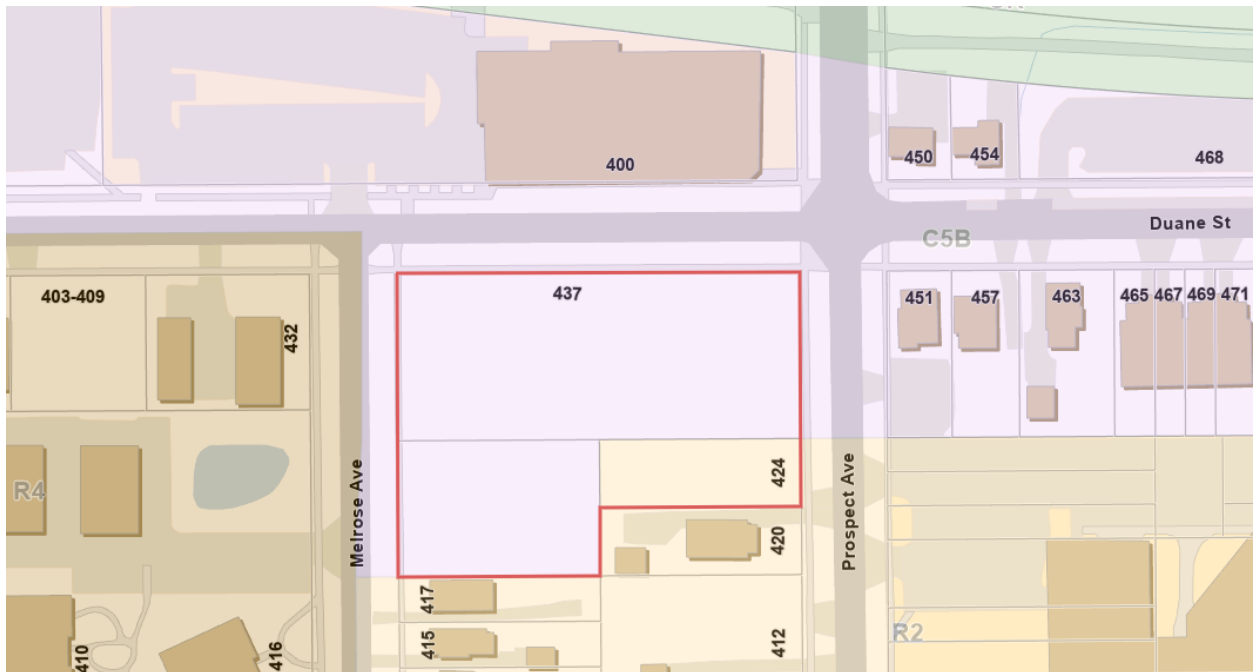
LOCATION: The Avere on Duane property is located on the south side of Duane Street between Melrose Avenue and Prospect Avenue with a portion of the site extending southerly along the east side of Melrose Avenue. The property is approximately 1.18 acres and is currently improved with a 48-unit luxury apartment building with underground parking and a surface parking lot. The 424 Prospect Avenue property is on the west side of Prospect Avenue, south of and adjacent to the Avere on Duane property. The lot is currently vacant and approximately .17 acres.

The Avere on Duane site is zoned C5B Central Business District, Central Service Subdistrict. The 424 Prospect Avenue property is currently zoned

R2 Residential District, but rezoning to C5B District is proposed as part of the project.

The surrounding zoning and land uses are as follows:

<u>Surrounding Land Uses</u>	<u>Zoning</u>
North: Commercial, Glen Ellyn Public Library	C5B
South: Residential, Single Family	R2
East: Commercial	C5B
West: Residential, Multi-Family	R4



**PUBLIC
NOTICE:**

Notice of the public hearing was published in the September 8, 2021 edition of the Daily Herald and mailed to property owners within 250 feet of the subject property, and a placard was placed on the site.

**PROJECT
BACKGROUND:**

In January of 2019, REVA Development Partners submitted their formal application for development of the 437 Duane Street property with a 4-story multi-family development, featuring 48-luxury apartment units with underground parking and a surface parking lot. The petitioners appeared before the Plan Commission on June 20, 2019 for a public hearing where the following requests were considered:

1. A Special Use Permit for a Planned Unit Development in accordance with Section 10-10-15 of the Glen Ellyn Zoning Code.

2. The following deviations from the Glen Ellyn Zoning Code:
 - a. Section 10-4-17-2(E) to allow the construction of a building that will be 68.65 feet in lieu of the permitted height of 60 feet; and
 - b. Section 10-4-17-2(E) to allow the portion of the building over 45 feet to be stepped back 0 feet in lieu of the minimum step back of 15 feet; and
 - c. Section 10-4-17-2(G) to allow 82 parking spaces to be provided for the development in lieu of 92 spaces required; and
 - d. Section 10-4-17-2(D)3(a) to allow a front yard setback along Melrose Avenue to be 17.81 feet in lieu of the required 25 feet; and
 - e. Section 10-4-17-2(D)3(a) to allow a front yard setback along Prospect Avenue to be 8 feet in lieu of the required 25 feet; and
 - f. Section 10-4-17-2(D)3(b) to allow a corner side yard setback along Duane Street of 10 feet in lieu of the required 25 feet; and
 - g. Section 10-5-8(I) to allow 3 parking spaces in the garage to be 8 feet 6 inches wide in lieu of the 9 feet width required; and
 - h. Section 10-5-5(C)1 to allow an impervious surface setback along a portion of the southern property line to be 0 feet in lieu of the required 6.17 feet to allow for the construction of a private sidewalk and retaining wall at the property line; and
3. A Special Use Permit in accordance with Section 10-10-14 of the Zoning Code to allow multi-family dwelling units in the C5B Central Business District.
4. A Zoning Map Amendment in accordance with Section 10-10-13 of the Zoning Code to rezone two of the parcels on the property at 425 Melrose Avenue from R4 to C5B Central Business District, and to rezone one of the parcels on the property at 425 Melrose Avenue from R2 to C5B Central Business District zoning district.
5. A Sign Variation from Section 4-5-11(D) of the Sign Code to allow two (2) residential development signs in lieu of the one (1) sign permitted.
6. The Exterior Appearance of the building.

By a roll call vote of 7 “yes” and 0 “no” votes, the Plan Commission recommended unanimously that the Village Board approve the petitioners’ requests. The Plan Commission meeting minutes are attached.

On July 8, 2019, the Village Board considered the Special Use Permit for the Preliminary and Final Planned Unit Development Plans with

Deviations, the Special Use Permit to allow dwelling units in the C5B Central Business District, the Zoning Map Amendment to rezone some of the properties within the development site, a Sign Variation, the Exterior Appearance of the building and a Redevelopment Agreement for the proposed development.

The Village Board adopted Ordinance No. 6705 approving the Redevelopment Agreement between the Village and Avere on Duane, LLC by a vote of 5 “yes” and 1 “no” votes. The Village Board also approved Ordinance No. 6706 granting approval of the entitlements for the project, including the Special Use Permit for the Preliminary and Final Planned Unit Development with Deviations, a Special Use Permit, a Zoning Map Amendment, a Sign Variation and the Exterior Appearance by a vote of 5 “yes” and 1 “no” votes. A copy of the meeting minutes and Ordinance No. 6705 and 6706 are attached.

In August of 2019, the developers submitted a building permit application and plans to begin demolition of the buildings on the site. The demo permit was issued on August 27, 2019. In November of 2019, the developers submitted their permit application and plans for the construction of the new building and site improvements. The full building permit was issued in March of 2020. At this time, construction is substantially complete and staff is working with the development team to close out the project.

The developers acquired the property at 424 Prospect Avenue in December of 2019. While they contemplated constructing a new single-family home on the property, they ultimately determined that the property would be better used as an amenity space for the Avere on Duane residents.

**PROJECT
SUMMARY:**

The amendment to the Planned Unit Development Plans includes the consolidation of another property into the development site and the addition of an open space amenity for use by the Avere on Duane residents. The amenity area includes two grills, a fire pit and seating area, a pergola and seating area, a putting green and raised garden beds. The amenity area will be fenced in and appropriately landscaped with screening along the south lot line. The existing wood fence along the south property line is proposed to remain, while a new single rail cedar fence is proposed along the east property line adjacent to the amenity area. The attached plans include details of each of the accessory structures.

One additional bollard light will be installed, which will match the existing bollards along the walking path. Tivoli string lights are also proposed on the pergola.

The petitioner indicates that the outdoor amenity will have limited hours of use: Sunday – Thursday 7:00 AM – 11:00 PM, Friday – Saturday 7:00 AM – Midnight with hours of operation further subject to restriction by ownership/management.

The developers would like to begin construction on the site improvements as soon as they receive approval of the plans and the associated permits for the project. They anticipate the completion of the project in 6-8 weeks depending upon weather.

**COMMISSION
ACTION:**

The Plan Commission should consider the petitioners' requests for approval of an amendment to the Planned Unit Development Plans for the Avere on Duane project, a Lot Consolidation and Zoning Map Amendment to allow the construction of an outdoor amenity space, and make a recommendation to the Village Board for approval, approval with conditions, or denial. In deliberating this recommendation, the Plan Commission should consider the criteria in Sections 10-7-7 and 10-10-14(E) of the Zoning Code for the Amendment to the Planned Unit Development, and Section 10-10-13(E) for the Zoning Map Amendment. Staff has prepared draft findings of fact for a recommendation of approval of the requests (attached). Plan Commissioners should feel free to modify the findings based upon information provided at the public hearing. If Commission members wish to recommend denial of the requests and would like staff to prepare a motion to deny, please contact staff in advance of the meeting. A draft motion to approve has been attached for the Plan Commissioners' review and use.

Staff would recommend the Plan Commission consider the following conditions of approval:

1. That the project be constructed in substantial conformance with the plans and testimony presented at the Plan Commission public hearing and before the Village Board of Trustees.
2. That it is the obligation of the owners of the development to install, maintain, and replace all landscape materials in accordance with the approved landscape plan on a continuing basis.

ATTACHMENTS:

- Aerial Photo
- Zoning Map
- Notice of Public Hearing
- Mailing Labels for Public Hearing Notice

- Location Map for Notification
- Certificate of Publication
- Meeting Minutes – June 20, 2019 Plan Commission
- Meeting Minutes – July 8, 2019 Village Board
- Ordinance No. 6705
- Ordinance No. 6706
- Petitioners Application for Preliminary & Final PUD Approval
- Petitioner’s Application for a Zoning Map Amendment
- Petitioners’ Application for Lot Consolidation
- Supporting Application Information
- PUD Plat & Plan
- Avere on Duane Park – Illustrative Plan
- Engineering Plans
 - a. General Notes & Specifications
 - b. Existing Conditions & Demolition Plan
 - c. Site Management Plan
 - d. Final PUD Site Plan & Grading Plan
- Landscape Plan & Details
 - e. Tree Preservation Plan
 - f. Layout Plan
 - g. Landscape Plan
 - h. Site Details
 - i. Lighting Details
 - j. Planting Details
- Draft Findings of Fact
- Draft Motion to Approve

Cc: Staci Springer, Community Development Director
Amy McKenna, Development Civil Engineer
Warren James, Petitioner
Matt Nix, Petitioner

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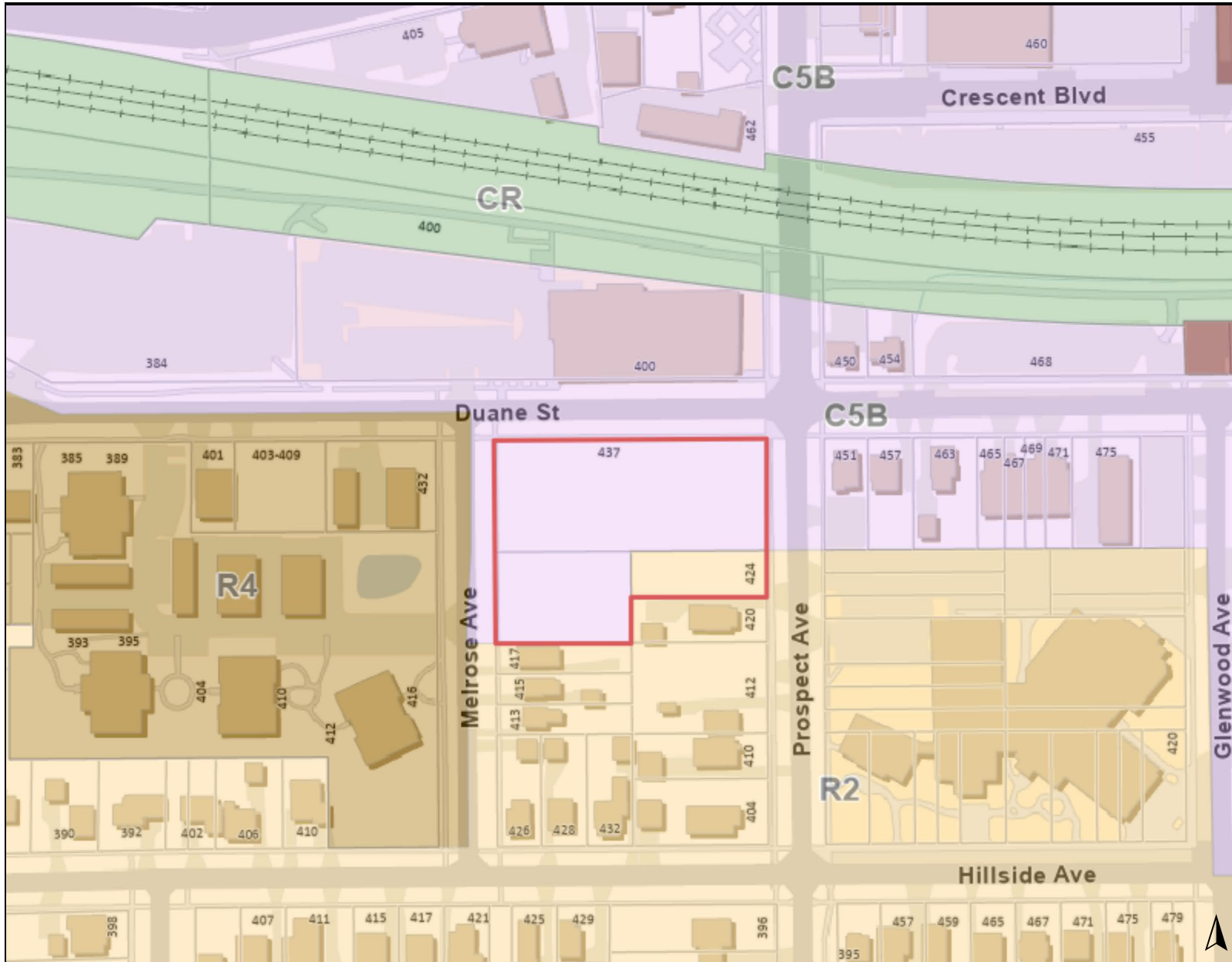


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Print Date: 10/4/2021

Notes

Disclaimer: The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law. This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.



Legend

Zoning and Development

Zoning

- C5A: Central Business District (Retail Core)
- C5B: Central Business District (Service)
- CR: Conservation/Recreation District
- R2: Single Family Residential District
- R4: Multi-Family Residential District

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ft

Print Date: 10/4/2021

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P.I.N.s: 05-11-325-026 & 05-11-325-027; and

424 PROSPECT AVENUE

LOTS 13 AND 14 IN BLOCK 3 IN GLENWOOD, BEING C.A. PHILLIPS SUBDIVISION OF PART OF SECTION 10, AND PART OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 22, 1873 AS DOCUMENT NUMBER 16688, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-11-325-015

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Kelly Purvis
Planning Manager, Village of Glen Ellyn

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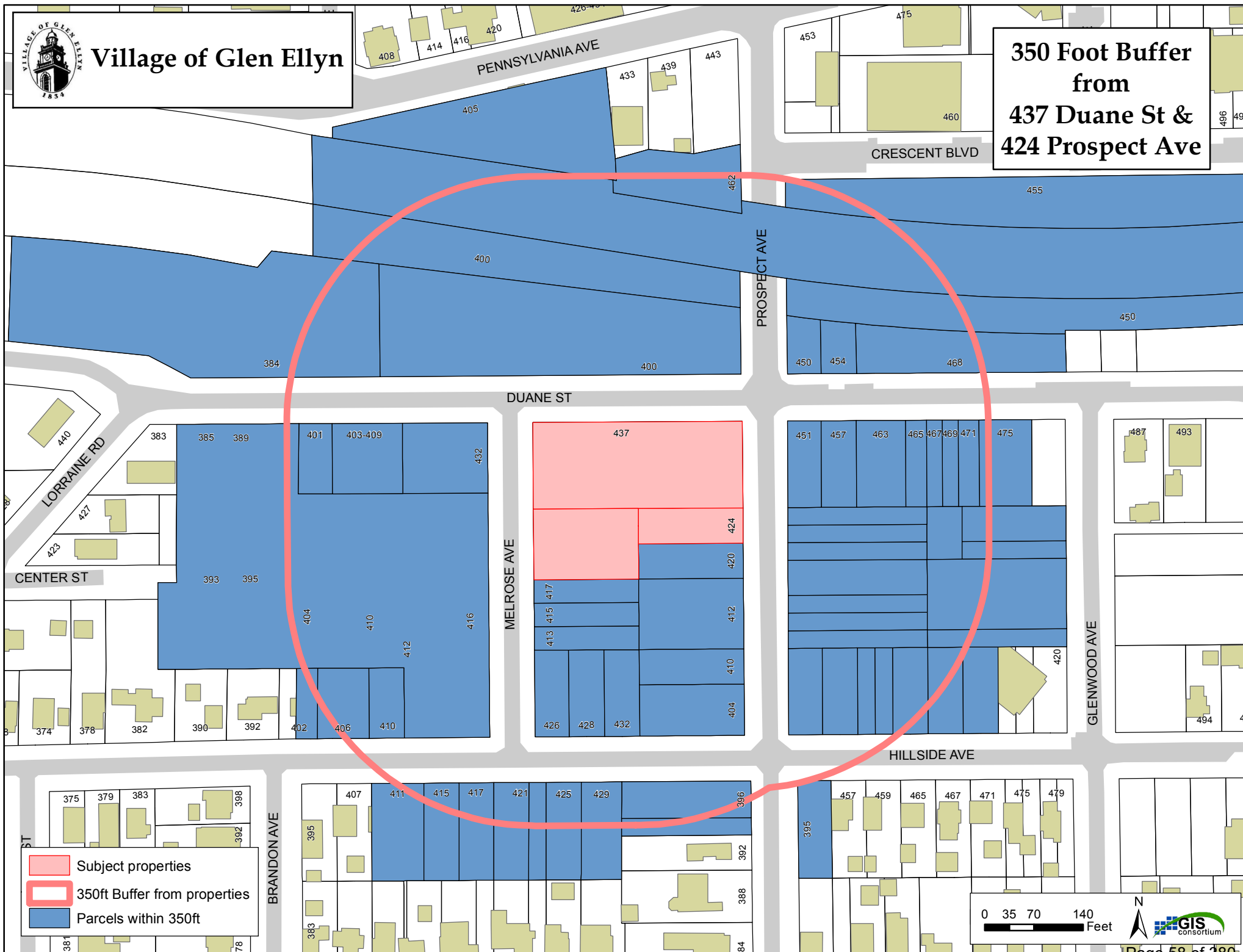
BILLNAME	BILLSTNUM	BILLSTNAME	BILLAPT	BILLCITY	BILLSTATE	BILLZIP
427 429 DUANE LLC	490	PENNSYLVANIA AVE		GLEN ELLYN	IL	60137
450 DUANE ST LLC	450	DUANE ST		GLEN ELLYN	IL	60137
ALMENDINGER, CATHERINE I	395	DUANE ST	301	GLEN ELLYN	IL	60137
ANDERSON, WILLIAM & SARAH	416	MELROSE AVE	102	GLEN ELLYN	IL	60137
BAPTISTA JR, ROBERT C	467	DUANE ST		GLEN ELLYN	IL	60137
BARNETT, DANIEL A	417	MELROSE AVE		GLEN ELLYN	IL	60137
BIELBY, DONNA	1	WHEATON CTR	1710	WHEATON	IL	60187
BMO HARRIS BANK	111	MONROE ST	24W	CHICAGO	IL	60603
BOSSENGA, SUSANNA B	410	MELROSE AVE	102	GLEN ELLYN	IL	60137
BRAUN, ROBERT P	389	DUANE ST	4-201	GLEN ELLYN	IL	60137
BRESOLIN, JUDITH A	385	DUANE ST	4-303	GLEN ELLYN	IL	60137
BRINKER, TIMOTHY M & MARY	421	HILLSIDE AVE		GLEN ELLYN	IL	60137
BRINKER, TIMOTHY M & MARY	421	HILLSIDE AVE		GLEN ELLYN	IL	60137
BRISK, BETTY A	412	MELROSE AVE	103	GLEN ELLYN	IL	60137
BURKE, B & A BARRETT	415	MELROSE AVE		GLEN ELLYN	IL	60137
CARDELLI, DAN	389	DUANE ST	4-202	GLEN ELLYN	IL	60137
CARLSON, MARY	404	MELROSE AVE	204	GLEN ELLYN	IL	60137
CARTER, ADAM C & SUSAN A	426	HILLSIDE AVE		GLEN ELLYN	IL	60137
CLARK, H JANE	395	DUANE ST	102	GLEN ELLYN	IL	60137
COMMUTER RAIL DIVISION	547	JACKSON BLVD		CHICAGO	IL	60661
COUNTY OF DU PAGE	421	COUNTY FARM RD		WHEATON	IL	60187
DASKO, JOSEPH R	395	DUANE ST	302	GLEN ELLYN	IL	60137
DAVIS, CHRIS M	416	MELROSE AVE	302	GLEN ELLYN	IL	60137
DELANY, JOHN L	410	PROSPECT AVE		GLEN ELLYN	IL	60137
DI BATTISTA, CAROLINE	395	DUANE ST	101	GLEN ELLYN	IL	60137
DIOCESE OF JOLIET	425	SUMMIT ST		JOLIET	IL	60435
DIOCESE OF JOLIET	425	SUMMIT ST		JOLIET	IL	60435
DIOCESE OF JOLIET	425	SUMMIT ST		JOLIET	IL	60435
DIOCESE OF JOLIET	425	SUMMIT ST		JOLIET	IL	60435
DIOCESE OF JOLIET	425	SUMMIT ST		JOLIET	IL	60435
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DIOCESE OF JOLIET	425	SUMMIT ST		JOLIET	IL	60435
DISCH, LYNN	404	MELROSE AVE	104	GLEN ELLYN	IL	60137
DRONEN, MARK & MELISSA	395	PROSPECT AVE		GLEN ELLYN	IL	60137
DUANE ST LLC	906	NORTH PATH		WHEATON	IL	60187
DUANE STREET PROPERTIES	1200	INTERNATIONALE	125	WOODRIDGE	IL	60517
DUANE STREET PROPERTIES	1200	INTERNATIONALE	125	WOODRIDGE	IL	60517
DUNCAN, KRISTIN	402	HILLSIDE AVE		GLEN ELLYN	IL	60137
DUPAGE COUNTY HWY DEPT	130	COUNTY FARM RD		WHEATON	IL	60187
EICHIN, RICHARD & E A	471	DUANE ST		GLEN ELLYN	IL	60137
EICHLER, F & S MANLEY	389	DUANE ST	301	GLEN ELLYN	IL	60137
ELSHAFER EQUITY PARTNERS	1200	INTERNATIONALE	125	WOODRIDGE	IL	60517
EMANUEL, ROLAND J	433	DUANE ST		GLEN ELLYN	IL	60137
ENGSTROM, CRAIG & N	404	MELROSE AVE	303	GLEN ELLYN	IL	60137
FAMILY SHELTER CARE SERV		PO BOX 646		GLEN ELLYN	IL	60138
FAMILY SHELTER CARE SERV		PO BOX 646		GLEN ELLYN	IL	60138
FAMILY SHELTER SRVCE INC		PO BOX 3404		GLEN ELLYN	IL	60138
FETTER, MARY T	410	MELROSE AVE	201	GLEN ELLYN	IL	60137
FRANKLIN & KENT DESIGNS	155	FOREST AVE		GLEN ELLYN	IL	60137

GLEN ELLYN LIBRARY	400	DUANE ST		GLEN ELLYN	IL	60137
HAMPTON, MARGARET	410	MELROSE AVE	101	GLEN ELLYN	IL	60137
HARPER LEE HOLDINGS LLC	462	PROSPECT AVE		GLEN ELLYN	IL	60137
HART, GRAHAM & LINDA	389	DUANE ST		GLEN ELLYN	IL	60137
HOGAN, LESLIE H	393	DUANE ST	303	GLEN ELLYN	IL	60137
HOOD, SANDRA M	404	MELROSE AVE	203	GLEN ELLYN	IL	60137
HOWES, MICHAEL & KAREN	457	DUANE ST		GLEN ELLYN	IL	60137
HUDSON, JOHN & DAILENE	429	HILLSIDE AVE		GLEN ELLYN	IL	60137
KAMP, PETER	412	MELROSE AVE	1-303	GLEN ELLYN	IL	60137
KELLEGHAN, BARABRA J	406	HILLSIDE AVE		GLEN ELLYN	IL	60137
KEOUGH, SARA	412	MELROSE ST	204	GLEN ELLYN	IL	60137
KILKER, ELIZABETH	385	DUANE ST	103	GLEN ELLYN	IL	60137
KLEINEDLER, SYLVIA	385	DUANE ST	104	GLEN ELLYN	IL	60137
KOEHLER, GAYLE E	393	DUANE ST	104	GLEN ELLYN	IL	60137
KOUTOULAS, FRANK	8657	SUMMERDALE		CHICAGO	IL	60656
KUNNEMANN, NANCY G	506	CARLTON AVE		GLEN ELLYN	IL	60137
LANDBERG, THOMAS J	451	DUANE ST		GLEN ELLYN	IL	60137
LANTZ, SPENCER & CANDICE	410	MELROSE AVE	202	GLEN ELLYN	IL	60137
LEONARD, LUANNE & LAURA	393	DUANE ST		GLEN ELLYN	IL	60137
LORCH, MICHAEL & MARJORIE	396	PROSPECT AVE		GLEN ELLYN	IL	60137
LORCH, MICHAEL & MARJORIE	396	PROSPECT AVE		GLEN ELLYN	IL	60137
MAHENDRA, VIKAS	385	DUANE ST	304	GLEN ELLYN	IL	60137
MAIER, SHARI & STEPHANIE	416	MELROSE AVE	201	GLEN ELLYN	IL	60137
MARTELL, T & M JACKSON	412	MELROSE AVE	304	GLEN ELLYN	IL	60137
MAUDE, JOSEPH & SUSAN	475	DUANE ST		GLEN ELLYN	IL	60137
MEYERS, NANCY A	352	TAYLOR AVE		GLEN ELLYN	IL	60137
MUNCH, LAUREN E	404	MELROSE AVE	304	GLEN ELLYN	IL	60137
MUNROE, BARBARA	428	HILLSIDE AVE		GLEN ELLYN	IL	60137
NOSAL, DOLORES L 80415-0	404	MELROSE		GLEN ELLYN	IL	60137
PAYTON, DEAN & LISA	425	HILLSIDE		GLEN ELLYN	IL	60137
PELLETTIERE, LYNETTE	385	DUANE ST	204	GLEN ELLYN	IL	60137
PIPER, ROBERT P	393	DUANE ST	103	GLEN ELLYN	IL	60137
RADZINSKI, JAMES D	415	HILLSIDE AVE		GLEN ELLYN	IL	60137
REGOLE JR, RICH & LAUREN	420	PROSPECT AVE		GLEN ELLYN	IL	60137
SADLER, BOB KLOTZ	424	PROSPECT AVE		GLEN ELLYN	IL	60137
SALIM, FEBIANTO	389	DUANE ST	302	GLEN ELLYN	IL	60137
SCHAFER, CLAUDIA	410	MELROSE AVE	302	GLEN ELLYN	IL	60137
SCRIBNER, JEFFERY&SHIRLEY	432	HILLSIDE AVE		GLEN ELLYN	IL	60137
SHANNON, JENNIFER	640	MAIN ST		GLEN ELLYN	IL	60137
SHEEHY, BRENDAN & MARY	411	HILLSIDE AVE		GLEN ELLYN	IL	60137
SHUMWAY, HOWARD	389	DUANE ST	102	GLEN ELLYN	IL	60137
SIMMONS, KAREN	465	DUANE ST		GLEN ELLYN	IL	60137
SKILTON, KELLY A	412	MELROSE AVE	104	GLEN ELLYN	IL	60137
SMITH, TATYANA	416	MELROSE AVE	202	GLEN ELLYN	IL	60137
STACEY, CURT D	416	MELROSE AVE	301	GLEN ELLYN	IL	60137
STOSUR, APRIL	395	DUANE ST	201	GLEN ELLYN	IL	60137
STUART BUCKLEY ENTERPRISE	454	DUANE ST		GLEN ELLYN	IL	60137
STUTTS, ALLISON	410	MELROSE AVE	301	GLEN ELLYN	IL	60137
TAMMARU, TAIVO & NIKKI	404	PROSPECT AVE		GLEN ELLYN	IL	60137
TOBIN, RYAN B & ERIN M	417	HILLSIDE AVE		GLEN ELLYN	IL	60137
TUINENGA, JAMES & JANET	502	RAINTREE DR		GLEN ELLYN	IL	60137
VAZZANO, KATHY	416	MELROSE AVE	101	GLEN ELLYN	IL	60137
VILLAGE OF GLEN ELLYN	535	DUANE ST		GLEN ELLYN	IL	60137
VILLAGE OF GLEN ELLYN	535	DUANE ST		GLEN ELLYN	IL	60137
WALKER, KAMIAH A	393	DUANE ST	204	GLEN ELLYN	IL	60137
WHITE, WM & ROBB SACKETT	712	ESSEX CT		GLEN ELLYN	IL	60137
WILSON, CATHERINE JUNE	385	DUANE ST	203	GLEN ELLYN	IL	60137
WONG, GARY	413	MELROSE AVE		GLEN ELLYN	IL	60137
YU, CHIU & SHAUJING LUU	412	MELROSE AVE	203	GLEN ELLYN	IL	60137



Village of Glen Ellyn

**350 Foot Buffer
from
437 Duane St &
424 Prospect Ave**



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Kelly Purvis

Planning Manager, Village of Glen Ellyn
Published in Daily Herald September 8, 2021 (4569923)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

DuPage County Daily Herald

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Addison, Aurora, Bartlett, Bensenville, Bloomingdale, Carol Stream,
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Hanover Park, Hinsdale, Itasca, Keeneville, Lisle, Lombard, Medinah,
Naperville, Oakbrook, Oakbrook Terrace, Plainfield, Roselle, Villa Park,
Warrenville, West Chicago, Westmont, Wheaton, Willowbrook,
Winfield, Wood Dale, Woodridge

County(ies) of DuPage

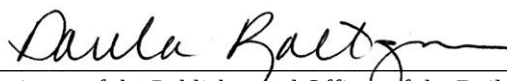
and State of Illinois, continuously for more than one year prior to the date of the first publication of the notice hereinafter referred to and is of general circulation throughout said Village(s), County(ies) and State.

I further certify that the DuPage County DAILY HERALD is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 9/8/21 in said DuPage County DAILY HERALD.

IN WITNESS WHEREOF, the undersigned, the said PADDOCK PUBLICATIONS, Inc., has caused this certificate to be signed by, this authorized agent, at Arlington Heights, Illinois.

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BY


Designee of the Publisher and Officer of the Daily Herald

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MINUTES
SPECIAL PLAN COMMISSION MEETING
JUNE 20, 2019

Call to Order

The special meeting of the Plan Commission was called to order by Chairperson Mary Loch at 7:00 p.m. Plan Commissioners Lloyd Berry, Angela Fanella, Phillip Hartweg, Tracy Heming Littwin, Mohammed Saeed and Jamie Vondruska were present. Commissioners John Mulherin and David Rodemann were excused. Also present were Community Development Director Staci Springer, Village Planner Kelly Purvis, Village Planner Katie Ashbaugh, Associate Planner Cole Jackson, Planning Intern Laura Kenney, Professional Engineer Rich Daubert, Development Civil Engineer Amy McKenna, Traffic Engineer Dan Schoenberg, Trustee Liaison Bill Enright and Recording Secretary Debbie Solomon.

Public Comment

No general comments on non-agenda items were made by the public at this Plan Commission meeting.

Approval of May 9, 2019 Plan Commission Minutes

Commissioner Heming-Littwin moved, seconded by Commission Hartweg, to approve the minutes of the May 9, 2019 Plan Commission minutes. The motion carried unanimously by voice vote.

Approval of May 30, 2019 Special Plan Commission Minutes

Commissioner Heming-Littwin moved, seconded by Commissioner Hartweg, to approve the minutes of the May 30, 2019 Special Plan Commission minutes. The motion carried unanimously by voice vote.

Chairperson Loch explained the procedures and role of the Plan Commission. Chairperson Loch stated this is a one-step project, and the next step would be for the project to go before the Village Board for a vote at a future meeting.

Public Hearing – 427-443 Duane Street & 425-431 Melrose Avenue - Avere on Duane -
Planned Unit Development, Special Use Permit, Zoning Map Amendment, Sign
Variation

On the agenda was a public hearing to review the proposal for a Planned Unit Development for a multi-family residential building featuring 48 luxury apartment units.

PUBLIC HEARING – 427-443 DUANE STREET & 425-431 MELROSE AVENUE - AVERE ON DUANE - PLANNED UNIT DEVELOPMENT, SPECIAL USE PERMIT, ZONING MAP AMENDMENT, SIGN VARIATION

PUBLIC HEARING WITH DISCUSSION, CONSIDERATION, AND RECOMMENDATION REGARDING A PROPOSAL FOR A PLANNED UNIT DEVELOPMENT FOR A MULTI-FAMILY RESIDENTIAL BUILDING FEATURING 48 LUXURY APARTMENT UNITS.

Commissioner Heming-Littwin moved, seconded by Commissioner Fanella, to open the public hearing at 7:05 p.m. The motion carried unanimously by voice vote.

Staff Introduction

Sworn in for the Village were Community Development Director Springer, Village Planner Purvis, Professional Engineer Daubert and Traffic Engineer Schoenberg.

Village Planner Purvis showed an overview of the properties and stated this public hearing is regarding a request from petitioners Warren James and Matt Nix of Reva Development Partners, contract purchasers of the properties located at 443, 435, 431-433, 427-429 Duane Street and 425-431 Melrose Avenue, for a Planned Unit Development of the subject properties with a new multi-family residential building featuring 48 luxury apartment units, an underground parking garage and a surface parking lot on the south side of the site.

Village Planner Purvis stated in order to proceed with the project as proposed, the petitioners will need approval of the following:

1. A Special Use Permit for a Planned Unit Development in accordance with Section 10-10-15 of the Glen Ellyn Zoning Code.
2. The following deviations from the Glen Ellyn Zoning Code:
 - a. Section 10-4-17-2(E) to allow the construction of a building that will be 68.65 feet in lieu of the permitted height of 60 feet; and
 - b. Section 10-4-17-2(E) to allow the portion of the building over 45 feet to be stepped back 0 feet in lieu of the minimum step back of 15 feet; and

- c. Section 10-4-17-2(G) to allow 82 parking spaces to be provided for the development in lieu of 92 spaces required; and
 - d. Section 10-4-17-2(D)3(a) to allow a front yard setback along Melrose Avenue to be 17.81 feet in lieu of the required 25 feet; and
 - e. Section 10-4-17-2(D)3(a) to allow a front yard setback along Prospect Avenue to be 8 feet in lieu of the required 25 feet; and
 - f. Section 10-4-17-2(D)3(b) to allow a corner side yard setback along Duane Street of 10 feet in lieu of the required 25 feet; and
 - g. Section 10-5-8(I) to allow 3 parking spaces in the garage to be 8 feet 6 inches wide in lieu of the 9 feet width required; and
 - h. Section 10-5-5(C)1 to allow an impervious surface setback along a portion of the southern property line to be 0 feet in lieu of the required 6.17 feet to allow for the construction of a private sidewalk and retaining wall at the property line; and
 - i. Any other deviations necessary to construct the development as depicted on the plans presented and available for public review.
- 3. A Special Use Permit in accordance with Section 10-10-14 of the Zoning Code to allow multi-family dwelling units in the C5B Central Business District.
 - 4. A Zoning Map Amendment in accordance with Section 10-10-13 of the Zoning Code to rezone two of the parcels on the property at 425 Melrose Avenue from R4 to C5B Central Business District, and to rezone one of the parcels on the property at 425 Melrose Avenue from R2 to C5B Central Business District zoning district.
 - 5. A Sign Variation from Section 4-5-11(D) of the Sign Code to allow two (2) residential development signs in lieu of the one (1) sign permitted.
 - 6. The Exterior Appearance of the building (reviewed by staff, with Village Board approval).
 - 7. The consolidation of the lots (reviewed and approved by staff). Discussions related to the redevelopment agreement and the request for TIF funds will be considered by the Village Board.

Village Planner Purvis stated notice of the public hearing was published in the June 5, 2019 edition of the Daily Herald and mailed to property owners within 350 feet of the subject property, and a placard was placed at 443 Duane Street and 425 Melrose Avenue on June 5, 2019.

Village Planner Purvis stated the subject properties are located on the south side of Duane Street between Melrose Avenue and Prospect Avenue with a portion of the site extending southerly along the east side of Melrose Avenue, and the total site is comprised of six properties totaling 1.18 acres. Village Planner Purvis stated a majority of the property is zoned C5B Central Business District, Central Service Subdistrict. Village Planner Purvis stated the property extending southerly along Melrose Avenue is zoned R4 Residential and R2 Residential, and the surrounding zoning and land uses are as follows:

Surrounding Land Uses	Zoning
North: Commercial, Glen Ellyn Public Library	C5B
South: Residential, Single Family	R2
East: Commercial	C5B
West: Residential, Multi-Family	R4

Village Planner Purvis showed a rendering of the proposed building and stated the exterior appearance is not under the Plan Commission's purview; however, they will see samples of the building's materials in the petitioners' presentation. Village Planner Purvis stated the exterior appearance will be reviewed by the staff and then the Village Board.

Village Planner Purvis stated the Comprehensive Plan highlights this part of the downtown as an area where replacement of older structures with high-quality townhomes and similar multi-family developments would be appropriate. Village Planner Purvis stated the Downtown Strategic Plan also suggests the site would be appropriate for multi-family development and further encourages that 450 dwelling units be added to the downtown.

Village Planner Purvis stated Reva Development Partners came before the Plan Commission on November 9, 2017 for a pre-application meeting. Village Planner Purvis stated the pre-application meeting was highly publicized, and eight members of the public present at the meeting spoke against the project. Village Planner Purvis stated the Plan Commission was supportive of the project in concept including the proposed height deviation of approximately 8 feet.

Village Planner Purvis stated there are some deviations being requested with this project, including the Building Height, the Building Setbacks, the Impervious Surface Setback, Parking and Parking Stall Width. Village Planner Purvis stated the project will require approval of a height deviation as part of the proposed Planned Unit Development. Village Planner Purvis

stated a total building height of 55 feet and 4-stories is permitted in the C5B zoning district. Village Planner Purvis stated an additional 5 feet of height, is permitted when at least 75% of the floor area at or below grade is used for parking. Village Planner Purvis stated since the proposed project meets this requirement, the maximum permitted height for the project is 60 feet. Village Planner Purvis stated the Code also requires that any portion of the structure higher than 45 feet be stepped back 15 feet from the front façade(s). Village Planner Purvis stated in this case, the property has two front yards, one along Melrose Avenue and one along Prospect Avenue. Village Planner Purvis stated the building is proposed to be 68 feet 8 ½ inches from the average grade on the site and will be comparable in height to the Glen Ellyn Public Library.

Village Planner Purvis stated there is no step-back proposed for the top floor on the Melrose or Prospect frontages. Village Planner Purvis stated the petitioners have included a building height study and 3-D models which provide some context as to how the development will fit into the existing neighborhood. Village Planner Purvis stated staff would also note that the site is in a low-lying part of the downtown, and the proposed Avere project is 744.1 feet above sea level.

Village Planner Purvis stated the Code requires that lots fronting on two non-intersecting streets meet the front yard setback requirement on both frontages. Village Planner Purvis stated the two front yard setbacks of 25 feet are required from the lot lines adjacent to Melrose Avenue and Prospect Avenue. Village Planner Purvis stated a corner side yard setback of 25 feet is also required from the lot line adjacent to Duane Street. Village Planner Purvis stated the proposed setbacks for the development are 17.81 feet from the lot line along Melrose Avenue, 8 feet from the lot line along Prospect Avenue, and 10 feet from the lot line along Duane Street. Village Planner Purvis stated according to the petitioners, the building has been positioned to maximize parking on the site, provide a long enough driveway to safely access the parking garage, and to minimize the impact of the development on the adjacent single-family homes to the south of the site.

Village Planner Purvis stated the Code requires that an impervious surface setback of 6.17 feet be provided from each lot line. Village Planner Purvis stated the project proposes a walkway from the surface parking lot to the main entrance of the building (on the southeast side of the site) which then leads out to Prospect Avenue. Village Planner Purvis stated due to the positioning of the building and in order to provide an ADA compliant walkway, the walkway is proposed to be constructed adjacent to south the lot line so a deviation is necessary to reduce the impervious surface setback from 6.17 feet to 0 feet along the south property line. Village Planner Purvis stated a screening fence will be provided on the site between where the walkway is proposed and the adjacent property to the south.

Village Planner Purvis stated the proposal includes an underground parking garage with 48 parking spaces that will be numbered and assigned to each unit. Village Planner Purvis stated

the surface parking lot on the southwest portion of the property provides an additional 34 surface parking spaces for residents and their guests. Village Planner Purvis stated a total parking ratio of 1.7 spaces per unit (82 parking spaces total) is proposed for the development. Village Planner Purvis stated the Village Code requires 1.5 parking spaces for every one-bedroom unit and 2 parking spaces for every unit with two or more bedrooms. Village Planner Purvis stated with 8 one-bedroom units proposed and 40 two-bedroom units proposed, the total required number of parking spaces for this project is 92 or 1.92 spaces per unit. Village Planner Purvis stated Village Staff is comfortable with the proposed parking ratio of 1.7 spaces per unit due to the building's proximity to the train station and based upon planning standards that suggest transit oriented developments require less parking. Village Planner Purvis stated the Village's traffic consultant has reviewed the proposed parking ratio and has suggested that a parking ratio of 1.47-1.54 would be adequate for this development.

Village Planner Purvis stated three parking stalls within the garage are proposed to have a width of 8 feet 6 inches in lieu of the required 9 feet width required by Code. Village Planner Purvis stated due to the location of the stairwells in the garage, the three narrower parking stalls cannot be widened further. Village Planner Purvis stated the Village's traffic consultant has suggested that these three stalls may present some challenges. Staff has suggested that the parking stalls that do not meet the 9 foot Code requirement should be used by compact cars only so parking stalls #4, #21 and #22 require a deviation from the Code.

Village Planner Purvis reviewed additional site details, including vehicular access and circulation, a traffic analysis, stormwater, utility undergrounding, landscaping and screening, lighting, a loading space and refuse and recycling.

Questions from the Plan Commission

Commissioner Saeed asked what the height of the library is. Village Planner Purvis stated the library is about 65 feet in height from the average existing grade.

Petitioners' Presentations

Sworn in for the petitioner were Warren James, Principal with Reva Development Partners, Matt Nix, Principal with Reva Development Partners, Javier Millan with KLOA, Paul Gianni, with BSB Architecture, Kim Lask, Project Manager with Haeger Engineering and Scott Ferris, Principal with Lakota Group.

Mr. James thanked the Village Staff and the Plan Commissioner for the great guidance that was given while reviewing the plans for this proposed project. Mr. James stated he has been a builder/developer for 32 years, and he has developed many successful communities. Mr. James stated he is attuned to the need for providing this kind of housing, and they want to create an appropriate housing style so the residents of Glen Ellyn can stay in Glen Ellyn. Mr. James stated they are making a long-term commitment to the Village as they are planning to own this development for many years to come. Mr. James showed pictures of the existing developments they have and stated the plan needs to work for the residents and the building and will need to fit into the community.

Mr. James reviewed the existing conditions of the properties in question and stated the grade rises as the properties go to the south which is why the building is measured as high as it is. Mr. James stated they are trying to integrate the building into the land. Mr. James showed a residential site plan and stated there will be an 18-inch landscape wall along the perimeter. Mr. James stated they used the Village's base date from the existing stormwater models to estimate the flood water projections of a 100-year storm event, and they are making changes to the plan to reroute the down spouts. Mr. James showed renderings of the building's elevations and stated the mass of the building is broken down into smaller pieces. Mr. James stated the top of the first floor to the primary eave will be 42 feet. Mr. James reviewed the unit types and building amenities and stated the units will be condo-quality finishes.

Mr. Nix reviewed the market and the benefits of renting for empty-nesters. Mr. Nix stated there has been a shift in a preference to rent. Mr. Nix reviewed the market factors, the benefits of renting and the benefits to the community.

Plan Commission Questions

Commissioner Vondruska stated his flood concern questions were answered and asked if there can be a landscape allowance to provide cushioning to the residence to the south of the property. Mr. James stated they are still having on-going negotiations with this property owner.

Chairperson Loch asked about the grade drop. Mr. James showed a rendering showing building heights and stated from Hillside to Duane, there is a significant grade change of about 20 feet.

Commissioner Fanella asked about the 3 compact parking spaces in the underground parking. Mr. James stated there will be 1 parking space per unit reserved in the underground parking with 2 ADA spaces as well. Mr. James stated they will be renting the spaces so if a resident has a smaller car then they can lease the compact space.

Commissioner Heming-Littwin asked if some people in the building will not have cars. Mr. James stated this could be conceivable, but they are not planning on it.

Chairperson Loch asked if 20-somethings would find this development interesting. Mr. James stated they are not age-restrictive, and everyone has different reasons for renting. Mr. James stated they designed the building to appeal the most to empty-nesters.

Commissioner Fanella asked if they expected school-aged kids in the building. Mr. James stated there might be infants in the building, but they do not expect school-aged kids.

Public Comment

Tim Brinker, who resides at 421 Hillside Avenue, stated he lives one block from the proposed development. Mr. Brinker stated he is pro-development and would like to see the Village charm kept. Mr. Brinker stated there will be a negative impact on the current residents with a building of this size, and this will set a precedent for more development like this. Mr. Brinker stated there are many deviations requested, including ones for height and green space. Mr. Brinker stated if this project is good for the Village then they need to consider other locations. Mr. Brinker asked the Plan Commission not to go forward with this.

Claudia Schafer, who resides at 410 Melrose Avenue #302, stated the size and scale are not right, and the height of this proposed building is supposedly comparable to the library. Ms. Schafer stated this will be a large rectangular box, and it is too dense for this location. Ms. Schafer stated if the library is a barometer, this sits at the tracks and serves a public interest. Ms. Schafer stated the single-family homes will be in shadow due to this building, and it will not be good for property values. Ms. Schafer stated there will be little to no street parking and wonders why the project would be approved if it does not have the required number of spaces. Ms. Schafer stated the residents are entitled to Zoning Code protections too, and they need responsible growth in the Village. Ms. Schafer stated this project does not deserve to be approved with the current plan as there are too many variances.

Jim Bertholdt, who resides at 674 Essex Road, stated he is an empty-nester which is what this project is fit for. Mr. Bertholdt stated he might be one of this building's first customers. Mr. Bertholdt stated he understands the traffic control because if they moved into this building, they will probably go down to only 1 car and will walk to the downtown area. Mr. Bertholdt stated this building will help to support local business, and he does not think traffic will be a problem.

Jaimee Klotz-Sadler, who resides at 424 Prospect Avenue, stated she is here representing her aging father and disabled sister who live right by the development. Ms. Klotz-Sadler stated their woodsy backyard will become a parking lot with lights on 24 hours a day, 7 days a week. Ms. Klotz-Sadler stated they have been told by the developers that this will be approved. Ms. Klotz-Sadler stated the petitioners want their home so the workmen can park there. Ms. Klotz-Sadler stated the median price in the neighborhood is over \$400,000, but they were only offered \$249,000 for their property and then \$301,000. Ms. Klotz-Sadler stated if they stay in the home, they would be trapped in a bright, noisy home for the rest of their days.

Adam Carter, who resides at 426 Hillside Avenue, stated he agrees development is important, but they are forcing a square peg into a round hole as this development does not fit the space. Mr. Carter thanked the petitioners for the 3-D models as these showed how out of place this building would be. Mr. Carter stated he has done research on Reva Development, and they have done nice developments where there is space. Mr. Carter stated Reva is attempting a small development, but this still does not fit. Mr. Carter stated this building will be a concrete monolith that will not fit. Mr. Carter stated he has a hard time with the alleged traffic tests. Mr. Carter asked the Plan Commission to not let this project go forward.

Jeff Scribner, who resides at 432 Hillside Avenue, stated he is representing his property and his in-laws' property at 413 Melrose Avenue. Mr. Scribner stated both properties will stare at this building. Mr. Scribner stated he would like to see development at this site, but this is still too big. Mr. Scribner stated he has a hard time believing there will be no traffic problems. Mr. Scribner stated row homes or something 2 stories would be more in scale and more appropriate here. Mr. Scribner stated he does not see how this benefits his family and their property values. Mr. Scribner stated the Plan Commission should reject this request and look for something more appropriate.

Sharon Wussow, who resides at 519 Western Avenue, stated she served for 10 years on the Architectural Review Commission. Ms. Wussow asked if the EIFS was to be used on the first floor because this can damage easily. Mr. James stated it is generally on the second floor and up and showed where the EIFS is proposed on the rendering. Ms. Wussow stated this looks like an attractive building, and there is a demand in the community for this. Ms. Wussow stated her heart does go out to the homeowners near this development.

Daniel Barnett, who resides at 417 Melrose Avenue, stated he is just south of the proposed parking lot, and he is concerned about how long and how noisy construction will be. Mr. Barnett asked the petitioners to be mindful and respectful as all the neighbors will be impacted.

Lawrence Rajeck, who resides at 364 Duane Street, stated he is surprised they are building this development in this space as there are better places down by him. Mr. Rajeck asked what will

happen to the sewers and the amount of back-ups with this added development as he has water issues often. Mr. Rajeck asked if an impact study on the sewers were done as he is very concerned about this building being built on this site. Mr. Rajeck stated the Village continues to build, and there are still problems with the sewers. Mr. Rajeck stated they need to think about the impact on the sewers and such.

John Micheli, who resides at 546 St. Charles Road, stated he has read that this type of architecture is controversial and is being banned across the country. Mr. Micheli stated many towns are limiting to 3 stories, and these developments are putting problems into every community. Mr. Micheli stated a building like this is not appropriate, and this building will be shoe-horned into a plot of land where it does not fit. Mr. Micheli stated there have been no hardships offered as to why the petitioners need the variances, and this is self-inflicted. Mr. Micheli stated they will not rent all the garage spaces so residents will park outside. Mr. Micheli stated this development is not in the best interest of the community, and more thought should be put into this.

Brian Garofalo, who resides at 355 Center Street, stated he is all for development, but this dense of a property development is not right for this area. Mr. Garofalo stated this building will be too big. Mr. Garofalo stated he finds the traffic study hard to believe as well as that Reva will be long-term partners with the community. Mr. Garofalo stated this development is not in Glen Ellyn's best interest.

Jim Prescott, who resides at 764 Highland Avenue, stated anytime a development comes to town, parking is an issue. Mr. Prescott stated he thinks this development will give 48 families the opportunity to walk to church, walk to the train and walk to a nice dinner. Mr. Prescott stated he is going to be an empty-nester, and he would want one of these units. Mr. Prescott stated he cannot think of a nicer place that will be so close to town.

Arthur Borkowski, who resides at 693 Elm Street, stated he is an empty-nester, and this would be a perfect place. Mr. Borkowski stated he hopes this gets approved as he want to stay in a nice place in Glen Ellyn. Mr. Borkowski stated he knows some residents many not benefit from this development, but 48 families will be affected positively.

Chris Wilson, who resides at 537 Phillips, stated she is a part of the Citizens for Glen Ellyn Preservation, and they should preserve the character and community of Glen Ellyn. Ms. Wilson stated if this building would fit in, it would be great, but it is too tall and too dense. Ms. Wilson stated this building is for the developer and not for the community. Ms. Wilson stated Glen Ellyn's citizens need to fight to keep their community, and they do not need a building of this size.

Mike Wilson, who resides at 716 Crescent Boulevard, stated the Village's Zoning regulations are a joke as Glen Ellyn gives into everything. Mr. Wilson stated they need to scale back to what the Zoning Code says. Mr. Wilson stated someone will come in, keep to the Zoning Code and can still make a profit from it.

Pete Ladesic, who resides at 615 Scott, stated a development like this is needed in the community, and he thinks the rents are affordable. Mr. Ladesic stated it would be good to have this opportunity for empty-nesters, and this is a well-thought out development. Mr. Ladesic stated they need to seize opportunities like this if they are going to save Glen Ellyn.

Tom Kamm, who resides at 392 Prospect Avenue, asked why they would need 6 variances. Mr. Kamm stated they should get rid of all the Zoning regulations because the Village is just going to give all the variances anyways. Mr. Kamm asked why they have Zoning regulations if they are not going to be listened to. Mr. Kamm asked if the developers would be developing this property without the TIF District.

Christine Fiebig, who resides at 297 Lorraine, stated she is concerned about any development going on as they need to think about spending money on traffic control. Ms. Fiebig stated she lives where Sawyer joins Lorraine, and people are always moving fast down Lorraine. Ms. Fiebig stated any more development down there will affect Main Street and Lorraine.

Commissioner Hartweg moved, seconded by Commissioner Heming-Littwin, to close the public hearing at 9:00 p.m. The motion carried unanimously by voice vote.

Chairperson Loch called for a 5-minute break at 9:00 p.m.

Chairperson Loch reconvened the meeting at 9:08 p.m.

Chairperson Loch stated there were some questions about the traffic study and asked the traffic consultants to share their findings.

Mr. Schoenberg stated they used normal methodology of trip generation which has a large number of statistics. Mr. Schoenberg stated projects are looked at with how many trips are expected based on the size and number of people on the land use. Mr. Schoenberg stated they use nationally accepted statistics to estimate the trip generation. Mr. Schoenberg stated for a 48-unit apartment building, there are 17 morning trips generated and 22 evening trips generated. Mr. Schoenberg stated for retail or office, it would be 15 morning trips and 38 evening trips generated. Mr. Schoenberg stated there will be a reduction in vehicles coming and going based on the national standards.

Mr. Millan stated for typical morning traffic counts, they survey between 7:00 a.m. and 9:00 a.m. Mr. Millan stated to account for St. Petronille's School, they expanded the afternoon survey from 2:30 p.m. to 6:00 p.m. Mr. Millan stated these traffic standards are used by the government and private entities and have 50 years of data. Mr. Millan stated even though this is an apartment building, they assumed everyone would be driving and not taking the train so they could see the worst-case scenario, and the traffic counts were still reduced.

Commissioner Fanella asked when KLOA did their traffic counts. Mr. Millan stated on Tuesday, August 28, 2018 when St. Petronille's School was back in session for the school year.

Comments from the Plan Commission

Commissioner Hartweg stated this was a thorough presentation. Commissioner Hartweg states he typically hears from residents, "This is a great idea, but not in my backyard." Commissioner Hartweg stated he appreciates the comments as he knows the values could go down, but they also could go up. Commissioner Hartweg stated he feels pretty good overall about the project, and he is not concerned about the traffic or the parking. Commissioner Hartweg stated he is supportive of this project.

Commissioner Vondruska stated the Plan Commission is made up of Glen Ellyn residents appointed to this Commission, and the Plan Commission is an advisory commission. Commissioner Vondruska stated if the Plan Commission votes to not recommend a project, they cannot put conditions on the project. Commissioner Vondruska stated there are always a faction of people who are against projects, and the Plan Commission looks at the project as a whole with the plusses and minuses. Commissioner Vondruska stated Glen Ellyn has a reputation of being a not-developer friendly Village, and there has not been much development. Commissioner Vondruska stated no one on the Plan Commission wants to harm the character of Glen Ellyn, and residential construction is very different than commercial construction. Commissioner Vondruska stated they need to balance the needs of the people who want a place like this and the people who do not want this. Commissioner Vondruska stated the parking spaces are more targeted toward empty-nesters, and a reduction in cars will keep happening. Commissioner Vondruska stated he is not concerned about the parking variances. Commissioner Vondruska stated he hopes the Village and the petitioners can work things out with the resident to the south. Commissioner Vondruska stated this project is pushing boundaries, but it is not a bad project. Commissioner Vondruska stated he is fine with the Staff-recommended conditions.

Commissioner Berry stated he supports the overall project. Commissioner Berry stated the developer has a proven track record. Commissioner Berry stated he was initially concerned about the roof, but he is fine with this.

Commissioner Saeed thanked the petitioners for coming back with a redesigned project, and he is confident the petitioners will do a good job. Commissioner Saeed stated his previous concerns about the project have been answered, and the deviations are not that great. Commissioner Saeed stated there will not be a big height difference between this project and the library. Commissioner Saeed stated the Comprehensive Plan encouraged development on this site, and this type of building will enhance this area. Commissioner Saeed stated he asks the petitioners to set aside a small percentage of units for seniors and retirees. Commissioner Saeed stated he fully supports the project.

Commissioner Fanella stated she has been debating on this, but she does not think the Village can let perfect get in the way of good. Commissioner Fanella stated she would have liked to have seen the building pulled back a bit, but she is fine with this. Commissioner Fanella stated they need to bring this type of opportunity to the Village. Commissioner Fanella stated she supports all the Staff-recommended conditions. Commissioner Fanella stated she understands some residents do not want this in their backyard, but this will be an improvement from what is there now.

Commissioner Heming-Littwin thanked all the public who came out and the developer as well. Commissioner Heming-Littwin stated the streets of Glen Ellyn are narrow, and the developer is not required to have underground parking, but will have 1 space per unit anyways. Commissioner Heming-Littwin stated more and more people are down to 1 car or no car at all. Commissioner Heming-Littwin stated the community and character of Glen Ellyn are very important, and the community is based on the people who live in the Village and not the buildings that are built. Commissioner Heming-Littwin stated she wants to see Glen Ellyn continue to thrive, and this development is what she believes is the best thing for the Village. Commissioner Heming-Littwin stated she is concerned about what she heard about what is happening with the property to the south and hopes this gets resolved appropriately. Commissioner Heming-Littwin stated she would like to see landscaping on the south side of the parking lot as an additional buffer and not just a fence. Commissioner Heming-Littwin stated the Plan Commission can only address what is being proposed for a property, and they need this kind of housing in Glen Ellyn. Commissioner Heming-Littwin stated she will vote in favor of this.

Commissioner Heming-Littwin stated she is fine with the sign variation. Chairperson Loch polled the other Plan Commissioners, and all were fine with this sign variation.

Chairperson Loch stated projects like this that come before the Plan Commission are complex. Chairperson Loch stated there are not a lot of deviation requests with this project compared to other projects. Chairperson Loch stated the Plan Commissioners did have some letters from residents in their packet and another on the dais, supporting this project. Chairperson Loch stated underground parking is expensive, but the developers are putting this in. Chairperson Loch stated she understands the setback is close to Duane Street, but this is because if the building was further south, it would affect more single-family homes. Chairperson Loch thanked the neighbors and community members who came to the meeting. Chairperson Loch stated the building fits into the whole general area, and she is in support of this. Chairperson Loch stated no done deal ever comes before the Plan Commission, and the Plan Commission made suggestions on this project over a year ago. Chairperson Loch stated the Plan Commission does not see a packet on a project until right before a Plan Commission meeting.

Commissioner Heming-Littwin moved, seconded by Commission Berry, to recommend approval of a Special Use Permit for the Preliminary and Final Planned Unit Development, a Special Use Permit for a Zoning Map Amendment and a Sign Variation for a proposed multi-family development on the south side of Duane Street between Melrose Avenue and Prospect Avenue.

After conducting a Public Hearing and deliberating on the request of Warren James and Matt Nix of Reva Development Partners, contract purchasers of the properties located at 443, 435, 431-433, 427-429 Duane Street and 425-431 Melrose Avenue, for approval of a Special Use Permit to allow dwelling units in the C5B Central Business District and a Special Use Permit for Preliminary and Final Planned Unit Development of a multi-family development, including 48 luxury apartments, an underground parking garage and a surface lot on the south side of Duane Street between Melrose Avenue and Prospect Avenue, the Plan Commission makes the following findings of fact in regards to the request:

1. The proposed use will be harmonious in accordance with the general objective for within a specific objective of the Comprehensive Plan and the Zoning Code.
2. The Planned Unit Development will be designed, constructed, operated and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general facility, and that such use will not change the essential character of the area.
3. The proposed Unit will not be hazardous or disturbing to existing or future neighborhood uses of the property.

4. The proposed Unit will be served adequately by existing public facilities and services, such as highways, street, police, fire protection, drainage, structure, refuse disposal, water, sewers and schools.
5. The proposed use will not create an excessive additional requirement and public cost for public facilities and services and will not be detrimental to the economic welfare of the Village.
6. The use will not involve activities, processes, materials, equipment and/or conditions of operation that will be detrimental to any persons, property or the general welfare by reason of excessive production of noise, traffic, smoke, fumes, glares and odors.
7. The development will have vehicular approach to the property which shall be designed as not create undo interference to traffic or surrounding public streets or roads.
8. The development will not increase the potential for flood damage to adjacent properties or require additional public expense for flood protection or rescue or relief.
9. The development will not result in destruction, loss or damage of natural, scenic or historic features of major importance to the community.

In addition, the Plan Commission makes the following findings in regards to the requested Zoning Map amendment:

1. The identification of the existing use of the property within the general area of affected property.
2. The identification of general classifications of the property within the general area of affected property.
3. The determination as to the suitability of the property in question to the uses permitted under the existing classification under the proposed classification or district.

4. The tend or development, if any in the general area of the affected property including changes if any, which take place since the date the affected property was placed in its present zoning classification.

In addition, the Plan Commission makes the following findings regarding the Sign Variation:

1. The requested variation complies with the state and the purpose.
2. The practical difficulties or hardships in compliance with the Sign Code is based on a unique circumstance.
3. The variation if granted would have no adverse impact on the existing or desired character of the surrounding area.
4. The variation if granted would not endanger public health or safety.

Therefore, the Plan Commission recommends that the Village Board approve a Special Use to allow residential dwelling units in the C5B Zoning District, Special Use for a Planned Unit Development with deviations for building height, parking ratio, parking stall width, building setbacks and stepbacks and impervious surface, the Zoning Map Amendment and Sign Variation to allow two (2) signs instead of one (1) residential identification sign, all subject to the following conditions:

1. That prior to the issuance of a building permit, the petitioners pay the abovementioned Developer Donations to Village taxing bodies.
2. That the project be constructed in substantial conformance with the plans and testimony presented at the Plan Commission public hearing and before the Village Board of Trustees.
3. That prior to the issuance of a building permit, a construction management plan must be prepared, reviewed at a pre-construction meeting and approved by the Police, Fire, Public Works and Community Development Departments.
4. That prior to the issuance of a building permit, the Utility Plan shall be revised to show the roof drains on the northwest portion of the building (north of the parking garage entrance) be connected to the storm sewer at the intersection of Duane Street and Prospect Avenue.

5. That it is the obligation of the owners of the development to install and maintain the retaining walls on the site in perpetuity.
6. That it is the obligation of the property owners to install and maintain the loading area on the east side of the Melrose Avenue right-of-way in perpetuity.
7. That it is the obligation of the owners of the development to install, maintain, and replace all landscape materials in accordance with the approved landscape plan.

Village Planner Purvis asked Commissioner Hemming-Littwin if her motion includes the full findings of fact and standards that were provided to the Plan Commission this evening and were largely based on the petitioners' application packet, and if she would like those findings of fact and standards attached as an exhibit to the Plan Commission minutes. Commissioner Hemming-Littwin affirmed that the motion did include the aforementioned pieces as well. Chairperson Loch stated there was verbiage in the motion as prepared that the Plan Commission would like included, but did not feel the need to read, so it should be attached.

The motion carried with seven (7) yes votes and zero (0) no votes as follows: Plan Commissioners Hemming-Littwin, Berry, Fanella, Hartweg, Saeed and Vondruska and Chairperson Loch voted "yes."

Chairperson Loch stated the Plan Commission is an advisory board, and this project will go before the Village Board for a vote on July 8, 2019.

Trustee's Report

Trustee Enright stated the Village Board is working on the update to the Comprehensive Plan, and there is an Open House on Wednesday, June 26, 2019 from 4:00 p.m. to 7:00 p.m. for the public to give feedback on the 6 Catalyst Sites, 3 in the downtown and 3 on Roosevelt Road.

Chairperson's Report

None

Staff Report

Village Planner Purvis stated there will be a meeting on June 27, 2019 as they will continue the public hearing regarding off-premise signage in the downtown and will also talk about a minor subdivision.

Other Business

None

Adjournment

Plan Commissioner Hartweg moved, seconded by Plan Commissioner Heming-Littwin, to adjourn the meeting at 9:47 p.m. The motion carried unanimously by voice vote.

Respectfully Submitted,

Debbie Solomon
Recording Secretary



Minutes
Village of Glen Ellyn
Special Meeting
Monday, July 8, 2019
7:00 PM

Glen Ellyn Civic Center, Galligan Board Room

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

Attendee Name	Title	Status	Arrived
Diane McGinley	Village President	Present	
Bill Enright	Village Trustee	Present	
Gary Fasules	Village Trustee	Excused	
Craig R. Pryde	Village Trustee	Present	
Kelli E. Christiansen	Village Trustee	Present	
Steve Thompson	Village Trustee	Present	
Mark Senak	Village Trustee	Present	
John Chereskin	Village Clerk	Present	
Mark Franz	Village Manager	Present	
Greg Mathews	Village Attorney	Excused	
William Holmer	Assistant Village Manager	Present	
Christina Coyle	Finance Director	Present	
Julius Hansen	Public Works Director	Excused	
Staci Springer	Director	Present	
Phil Norton	Chief of Police	Present	
Greg Jones	Village Attorney	Present	
Rich Daubert	Professional Engineer	Present	
Kelly Purvis	Planner	Present	
Amy McKenna	Development Civil Engineer	Present	
Cole Jackson	Associate Planner	Present	

D. Village Recognition: (Village Clerk)

The Glen Ellyn Chamber of Commerce sent a letter of appreciation for the Village's assistance with the 2019 Taste of Glen Ellyn. The Chamber notes that the Taste's success would not have been possible without the cooperation, time, energy and support of the Village as well as the hardworking employees of the Glen Ellyn Police Department and Public Works.

E. Audience Participation

1. Open:

None.

F. Consent Agenda - The following items are considered routine business by the Village Board and will be approved in a single vote in the form listed below:

RESULT:	APPROVED [5 TO 0]
MOVER:	Kelli E. Christiansen, Village Trustee
SECONDER:	Bill Enright, Village Trustee
AYES:	Enright, Pryde, Christiansen, Thompson, Senak
EXCUSED:	Fasules
PRESENT:	McGinley

Motion to approve the following items (Trustee Christiansen):

1. Glen Ellyn Village Board - Special Meeting - Jun 17, 2019 6:30 PM
2. Glen Ellyn Village Board - Regular Workshop Meeting - Jun 17, 2019 7:00 PM
3. Approve the Recommendation of Village President Diane McGinley for the Appointment of Zoning Board of Appeals Commissioner Michelle Covington, for a Term Ending May 31, 2022.
4. Ordinance No. 6702 An Ordinance Approving a Variation from the Interior Side Yard Setback Requirement for a Deck on the Property Located at 532 Turner (Community Development Director Springer)
5. Ordinance No. 6703, An Ordinance Approving a Variation from the Front Yard Setback Requirement for a Front Porch on the Property Located at 431 Carleton Avenue (Community Development Director Springer)
- G. 2019-2020 Refuse Rates (Presented by Finance Director Coyle) (Trustee Pryde)**
 1. Ordinance No. 6704-VC, An Ordinance Amending Chapter Six of Title Seven (Solid Waste Collection and Disposal) of the Village Code

Finance Director Coyle presented information on the 2019-2020 refuse rates and stated each year the Village Board meets to discuss the refuse rate changes which will take effect on the August 1, 2019 Village Services bill. Finance Director Coyle stated the current contract increases rates by CPI, with a minimum increase of 3% and a maximum increase of 5%, and this year's base rates will increase by 3% in accordance with the contract. Finance Director Coyle stated staff has reviewed the supplemental rates and is proposing a total increase to the supplemental rate of \$0.33 per account per month. Finance Director Coyle reviewed the Branch and Brush Rate, the Toter Rate, the Administrative Fee and the Clean Sweep. Finance Director Coyle stated the Village received no recycling rebates for 2018 so there is no credit for these in the 2019-2020 year. Finance Director Coyle stated based on the projections, the fund will remain in compliance with its reserve policy (25% of operating expenses) over the remaining life of the contract.

Trustee Enright asked if the Village will ever receive recycling rebates again. Finance Director Coyle stated this rebate has been at zero so the Village is not counting on this. Trustee Enright asked if the Village could be charged for recycling to which Finance Director Coyle stated not in this contract.

RESULT:	APPROVED [5 TO 0]
MOVER:	Craig R. Pryde, Village Trustee
SECONDER:	Steve Thompson, Village Trustee
AYES:	Enright, Pryde, Christiansen, Thompson, Senak
EXCUSED:	Fasules
PRESENT:	McGinley

H. Avere on Duane (Presented by Community Development Director Springer) (Trustee Enright)

Community Development Director Springer presented background on Avere on Duane which is being proposed by petitioners Reva Development Acquisitions, LLC, which consists of Warren James and Matt Nix. Community Development Director Springer stated the petitioners are the contract purchasers of the properties located at 427-443 Duane Street and 4254 and 431 Melrose Avenue, and they have submitted a formal application for the Planned Unit Development of the subject properties with a new multi-family residential building featuring 48 luxury apartment units, an underground parking garage and a surface parking lot on the south side of the site. Community Development Director Springer stated the subject properties are located on the south side of Duane Street between Melrose Avenue and Prospect Avenue with a portion of the site extending southerly along the east side of Melrose Avenue. Community Development Director Springer stated a majority of the property is zoned C5B Central Business District, Central Service Subdistrict, and the property extending southerly along Melrose Avenue is zoned R4 Residential and R2 Residential.

Community Development Director Springer stated the petitioners are requesting approval of a Special Use for a Planned Unit Development with 8 deviations, a Special Use Permit to allow multi-family dwelling units in the C5B Central Business District, a Zoning Map Amendment, a Sign Variation, Exterior Appearance Approval, a Redevelopment Agreement and the consolidation of the lots. Community Development Director Springer stated the consolidation of the lots is reviewed and approved by staff. Community Development Director Springer showed an overview map of the properties and stated the Comprehensive Plan does highlight this part of the downtown where multi-family developments would be fine. Community Development Director Springer stated in the Trustees' packet was a market analysis submitted by the petitioners, showing the demand in the area for this type of housing.

Community Development Director Springer stated the building height in C5B is allowed to be a maximum of 55 feet and 4 stories, and if there is underground parking, an additional 5 feet in height is allowed so a maximum of 60 feet would be allowed. Community Development Director Springer stated the building is proposed to be 68.65 feet. Community Development Director Springer stated the average existing grade is where the Village measures the height, and in this case, even though the first floor is 9 feet higher than the average grade which puts the petitioners at a disadvantage due to the Zoning Code.

Trustee Enright asked about the height of the Glen Ellyn Public Library to which Community Development Director Springer stated it is 64 feet, with the highest ridge at approximately 69 feet. Trustee Senak asked if the library is measured at the average existing grade as well. Trustee Pryde stated every site is unique due to the grade of the site. Community Development Director Springer showed a graphic on how average grade is measured and explained this process. Community Development Director Springer stated the average grade depends on the topography of the site. Village Planner Purvis showed a grade elevation map and stated the site does go up 20 feet from the north to the south of the site.

Community Development Director Springer stated the petitioners are proposing shortened setbacks so the development is moved forward more on the site so there is an increase in distance between the building and the existing single-family homes to the south. Community Development Director Springer stated in the Code, the setbacks are to be 25 feet for a residential development. Community Development Director Springer stated the petitioners are proposing a 17.81-foot setback along Melrose Avenue, an 8-foot setback along Prospect Avenue and a 10-foot setback along Duane Street. Community Development Director Springer stated the library has an 8-foot setback from Duane Street.

Community Development Director Springer stated there will be a surface parking lot proposed to the south of the site, and this lot will be made up of pavers. Community Development Director Springer stated there will also be underground parking with 48 spaces which is 1 space per unit which will be numbered and assigned. Community Development Director Springer stated the surface parking lot will have an additional 34 spaces for residents and guests. Community Development Director Springer stated the site's proposed parking ratio will be 1.7 spaces per unit. Community Development Director Springer stated Code stated 1.92 spaces per unit, but staff is fine with the 1.7 spaces. Community Development Director Springer stated there was a traffic study done by KLOA and reviewed by the Village's Traffic Consultant, and the traffic generated by this development will be lower than the traffic for the existing buildings on this site now. Community Development Director Springer stated this is a low-lying site, but is not in a flood plain. Community Development Director Springer stated there have been water issues in this area when there are heavy rains. Community Development Director Springer stated the petitioners will be creating less impervious surface than what is currently on the site, and the stormwater will be re-routed to Prospect to avoid water in the low area on Duane Street and to go to a larger storm sewer. Community Development Director Springer stated the proposed landscaping plan far exceeds the Village's requirements, and there will be a 6-foot wood fence as a buffer. Community Development Director Springer stated staff reviews the Exterior Appearance for this project.

Community Development Director Springer stated all documentation required to meet the minimum contents to constitute a preliminary plan were provided for the Plan Commission's review; however, 3 items from the list of supporting documentation were not provided as these pieces were addressed in other ways. Community Development Director Springer stated the 3 items were a Cost Revenue Study, an Environmental Impact Study and a Covenants, Conditions and Restrictions. Community Development Director Springer stated the Plan Commission did review this project at a public hearing, and the Plan Commission did recommend approval of this proposed development.

Trustee Senak asked why the plans were submitted to the Plan Commission sequentially. Community Development Director Springer stated she has authority to do this per the Zoning Code, and this was based on a decision on knowing the Plan Commission, the Village Board and the community. Community Development Director Springer stated the Plan Commission did not see anything different. Trustee Senak asked if this was done by Community Development Director Springer or asked for by the developer. Community Development Director Springer stated there were conversations about this along the way, and the Comprehensive Plan and the Downtown Plan supported this so it was her decision. Trustee Pryde stated the level of detail in the submittal far exceeds what would normally be submitted.

Trustee Christiansen asked about the piece about any other deviations necessary to construct the development as depicted on the plans presented. Community Development Director Springer stated this is standard language in all public notices and is a catch-all in case something comes up.

Trustee Enright asked about the landscape plan by the surface lot. Community Development Director Springer showed on the site plan where the 6-foot fence will run and stated there will be a retaining wall too along with shrubs inside the fence.

Trustee Senak stated there will be a number of covenants with this and asked if this would run with the land to which Attorney Jones stated it will.

Warren James, principal with Reva Development, stated he has been in the business for 32 years as a builder and developer, with the past 8 years in multi-family development. Mr. James reviewed Reva's other developments, the existing conditions of the properties, the residential site plan, the current grade conditions, the building elevations, the building height, the building's amenities and apartment floor plans.

Matt Nix, principal with Reva Development, stated this type of development is in response to the down-sizing/empty-nester market. Mr. Nix stated they are creating products for people who have not rented in 25 to 30 years or more. Mr. Nix stated this type of development is for a renter-by-choice profile who is seeking flexibility by renting. Mr. Nix reviewed the market factors, the benefits of renting and the benefits to the community.

Trustee Enright asked about the retaining wall. Mr. James stated it will remain as it is holding back the property to the south. Trustee Enright asked if they could plant larger trees to help with the screening to the neighboring properties. Mr. James stated the landscape plan does exceed the Village's requirements, but they would be happy to screen better if they need to. Trustee Enright stated he feels the neighbors have some legitimate concerns that needs to be listened to.

Trustee Senak asked if Reva owns all their developments. Mr. James stated Reva owns the Deer Park one, but not the others. Mr. James stated Avere on Duane will be owned by Reva as they are using their own private and personal funds. Trustee Senak asked if this be LEED certified. Mr. James stated most of the communities are LEED Silver. Trustee Senak asked if this development would qualify for LEED Silver. Mr. James stated they can build to the standard, but it will not be LEED certified. Trustee Senak asked to Mr. James' knowledge, if anyone who is employed by the Village or sits on the Village Board or a Village Commission have a financial interest in this development to which Mr. James stated no.

Village Manager Franz summarized the past year on this project and stated the proforma was reviewed at a Village Board Workshop in June 2018 and has since been updated. Village Manager Franz stated the Redevelopment Agreement was drafted with Attorney Jones. Village Manager Franz reviewed the 7 essential business terms of the Redevelopment Agreement, including the 90%/10% (developer/village) split for the performance-based agreement, a cap of 10 years and an open-book approach. Village Manager Franz stated the incentives would be performance-based, include only the increment being generated by the project and be paid directly from the TIF District Fund, eliminating any risk to other Village funds.

Bob Rychlicki, President at Kane, McKenna and Associates, Inc., stated they have reviewed and analyzed Reva's proforma and incentive request. Mr. Rychlicki stated there would be an incremental increase in tax revenue. Mr. Rychlicki explained the TIF program and how it can be used. Mr. Rychlicki stated the risk position is being shifted to the petitioners.

Trustee Enright asked if any taxpayer dollars are going toward this to which Mr. Rychlicki stated this feeds its own.

Claudia Schafer, who resides at 410 Melrose Avenue, stated you cannot compare the library to Avere as Avere carries the height along the entire structure. Ms. Schafer stated the Avere development will create negative home values, and the neighborhood is already over-saturated with parking. Ms. Schafer stated they need a project that will provide the recommended number of parking spots per unit. Ms. Schafer stated the dream of 48 families will be the nightmare of 100 or more other people. Ms. Schafer stated the

Village really needs additional affordable housing for seniors, and they need a project more physically suited in this location.

Arthur Borkowski, who resides at 693 Elm Street, stated they are soon to be empty-nesters and still want to call Glen Ellyn home. Mr. Borkowski stated they would like to be close to the library, the downtown and other amenities. Mr. Borkowski stated he would like to be the first on the list to rent at Avere as it checks all his boxes to stay in Glen Ellyn. Mr. Borkowski stated he is strongly in favor of this.

Jim Bertholdt, who resides at 674 Essex Road, stated he and his wife are empty-nesters and will be looking to sell their home in the next few years. Mr. Bertholdt stated they would like to stay in Glen Ellyn, and he thinks this development will be a plus for Glen Ellyn. Mr. Bertholdt stated they will probably go down to 1 car as they will walk to the downtown. Mr. Bertholdt stated he likes the way they are talking about this development.

Jeff Scribner, who resides at 432 Hillside Avenue, stated he is there representing his family and his in-laws who live at 413 Melrose Avenue. Mr. Scribner stated he would like to see more sanity for the scale of this project as he does not think the scale of this project fits the neighborhood, and it should be only 3 stories. Mr. Scribner stated he has not been contacted by the petitioners, and none of his neighbors have been contacted either. Mr. Scribner stated the traffic will go up. Mr. Scribner stated at the Plan Commission meeting, the owner of 424 Prospect spoke as there was an offer made on their property. Mr. Scribner stated the petitioners should possibly get this property and convert it to a park space.

Adam Carter, who resides at 426 Hillside Avenue, stated development is needed in this area, but he urges the Village Board not to jump on the first development to come as this is a square peg in a round hole. Mr. Carter stated the 3-D model shown at the Plan Commission shows how out of scale this development will be. Mr. Carter stated this would be a concrete monolith that does not fit there. Mr. Carter stated the traffic study is based on statistics and not reality. Mr. Carter stated the constituents are not asking for this en masse so is this best. Mr. Carter stated he urges the Village Board to practice restraint and patience as they do not need an enormous apartment building in the community. Mr. Carter stated if the Village Board goes forward with this, they will irreversibly alter the nature of the downtown.

Trustee Enright stated he would like to see a few units put aside for affordable housing and see a meeting between the developers and the neighbors to help alleviate any concerns and reach an agreement. President McGinley stated the residents have benefitted as the developers moved the building up so it will be further away from the residents. President McGinley reviewed the benefits of this project, including stormwater improvements, burying the ComEd lines, the 6-foot wood fence and shrubs for screening and the roof matching the library.

Trustee Pryde stated the Village Board should address affordable housing down the road. Trustee Pryde stated to do affordable housing, there needs to be a source of funding to complete this. Trustee Pryde stated there are different levels of affordability that can be provided. Trustee Pryde stated he does not want to layer the affordable housing piece on unless it was talked about at the onset of the project. Trustee Pryde stated he thinks the architecture being presented is consistent with the architecture in the Village.

Trustee Senak asked to see the 3-D rendering shown at the Plan Commission. Community Development Director Springer put this on the screen and then showed other multi-story structures in town that are next to single-family homes.

Community Development Director Springer reviewed the Affordable Housing piece and stated per legislation, there has to be at least 10% of affordable housing in the community. Community Development Director Springer stated Glen Ellyn has 15.9%, and this is in line with other nearby communities.

Trustee Thompson stated he likes the idea of a housing-stock mix coming to Glen Ellyn. Trustee Thompson stated this area does need to be redeveloped, and he thinks the project looks attractive. Trustee Thompson stated he is fine with the height, the pitch of the roof, the setbacks, the landscaping and the sign variation. Trustee Thompson stated he thinks the parking is logical. Trustee Thompson stated he is concerned about the traffic, stormwater and the landscape screening. Trustee Thompson stated he thinks the TIF benefits are outstanding, and this will add more residential units to the downtown. Trustee Thompson stated he thinks the project will increase home values in the area. Trustee Thompson stated he is concerned about senior housing and affordable housing. Trustee Senak thanked Reva and the Village staff for this great effort. Trustee Senak stated the height is obviously an issue, and it is not one size fits all in Glen Ellyn. Trustee Senak stated he does not believe the height of this project is prohibitive, and it will be 22 feet lower than the Apex development. Trustee Senak stated they are only seeking an 8-foot variation on height. Trustee Senak stated this development will be located off Main Street on an east/west street which will not obscure light down Duane Street. Trustee Senak stated the petitioners have complied with the necessary requirements under the Special Use Permit and met each criteria so he is in favor of the project. Trustee Christiansen thanked the developers for their thoughtful and thorough work on the project. Trustee Christiansen stated she has concern around the cookie-cutter design, the parking, the setbacks and the perimeter seat wall, the precedent that these setbacks could bring, the increase in traffic and the rental rates. Trustee Christiansen stated she sees a lot of potential here and does think the revenue to the library, Village and schools are an upside. Trustee Enright stated the developer donations will be helping the Park District, the schools, the Fire Company and the Glen Ellyn Library. Trustee Enright stated he does request that the developers meet with the neighbors to come to an agreement that will appease the neighbors. Trustee Pryde stated he does not think the property values will go down. Trustee Pryde stated he supports the parking ratios. Trustee Pryde stated the Village Board can only vote on what is put in front of them, and Reva has demonstrated success with projects. Trustee Pryde stated he is not opposed to a developer and neighbor meeting, but he is fine with the current landscape plan as it is per Code. Trustee Thompson stated the Village could possibly put the staff and Forestry team on the tree issue. Trustee Thompson stated there is a tree cost-sharing program. President McGinley stated this is only for parkway trees. Mr. James stated they would be happy to meet with the neighbors. President McGinley stated this is fine, but does not need to be officially included in the motion.

1. Ordinance No. 6705, An Ordinance Approving a Redevelopment Agreement, Subject to Attorney Review, Between the Village of Glen Ellyn and Avere on Duane, LLC, concerning 427-443 Duane Street and 425 and 431 Melrose Avenue

RESULT:	APPROVED [5 TO 1]
MOVER:	Bill Enright, Village Trustee
SECONDER:	Craig R. Pryde, Village Trustee
AYES:	McGinley, Enright, Pryde, Thompson, Senak
NAYS:	Christiansen
EXCUSED:	Fasules

2. Ordinance No. 6706, An Ordinance Granting Approval of a Special Use Permit for a Preliminary and Final Planned Unit Development, a Special Use Permit, a Zoning Map Amendment, a Sign Variation, and the Exterior Appearance of a Multi-Family Residential Development to be Known as Avere on Duane and Located at 427-443 Duane Street and 425 and 431 Melrose Avenue.

RESULT:	APPROVED [5 TO 1]
MOVER:	Bill Enright, Village Trustee
SECONDER:	Craig R. Pryde, Village Trustee
AYES:	McGinley, Enright, Pryde, Thompson, Senak
NAYS:	Christiansen
EXCUSED:	Fasules

I. Reminders

1. A Village Board Workshop is scheduled for Monday, July 15, 2019 at 7:00 PM in Room 301 of the Glen Ellyn Civic Center.
2. A Village Board Meeting is scheduled for Monday, July 22, 2019 at 7:00 PM in the Galligan Board Room of the Glen Ellyn Civic Center.

J. Other Business

None

K. Adjournment

Adjournment

RESULT:	APPROVED [5 TO 0]
MOVER:	Craig R. Pryde, Village Trustee
SECONDER:	Steve Thompson, Village Trustee
AYES:	Enright, Pryde, Christiansen, Thompson, Senak
EXCUSED:	Fasules
PRESENT:	McGinley

Respectfully submitted, Debbie Solomon Recording Secretary

Reviewed and approved, John A. Chereskin Village Clerk



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Tx:40061818

FRED BUCHOLZ, RECORDER
DUPAGE COUNTY ILLINOIS
08/21/2019 11:41 AM



DOCUMENT # R2019-072324

Village of Glen Ellyn

Ordinance No. 6705

An Ordinance Approving a Redevelopment Agreement Between
the Village of Glen Ellyn and Avere on Duane, LLC
Concerning 427-443 Duane Street and 425 and 431 Melrose Avenue
Glen Ellyn, IL 60137

Adopted by the
President and the Board of Trustees
Of the Village of Glen Ellyn
DuPage County, Illinois
This 8 Day of July, 2019.

Published in pamphlet form by the authority
of the President and Board of Trustees of the
Village of Glen Ellyn, DuPage County, Illinois,
this 9 day of July, 2019.

PREPARED BY AND MAIL TO:
VILLAGE OF GLEN ELLYN
(ATTN: VILLAGE CLERK)
535 DUANE STREET
GLEN ELLYN, IL 60137

Ordinance No. 6705

**An Ordinance Approving a Redevelopment Agreement Between
the Village of Glen Ellyn and Avere on Duane, LLC
Concerning 427-443 Duane Street and 425 and 431 Melrose Avenue
Glen Ellyn, IL 60137**

Whereas, the Village of Glen Ellyn ("Village") is an Illinois municipal corporation with a population of more than 25,000 people, and is therefore a home rule unit of local government pursuant to the State of Illinois Constitution of 1970 ("Constitution") and the Illinois Municipal Code (65 ILCS 5/1-1-1, *et seq.*) ("Code"); and

Whereas, Avere on Duane, LLC ("Avere on Duane") is an Illinois limited liability company with offices located at 116 W. Illinois Street, Floor 7, Chicago, IL 60654; and

Whereas, the Constitution (Art. VII, Sec. 6(a)) provides that a home rule municipality may exercise any power and perform any function pertaining to its government affairs, including, without limitation, the power to regulate for the protection of the public health, safety, morals, and welfare, the power to license, the power to tax, and the power to incur debt; and

Whereas, the Constitution (Art. VII, Sec. 10; Art VIII) authorizes the Village to enter agreements with individuals and use public funds for public purposes; and

Whereas, the Code (65 ILCS 5/8-1-2.5) authorizes the Village to appropriate and expend funds for economic development purposes, including, without limitation, making grants necessary to promote economic development in the Village; and

Whereas, the Code (65 5/11-74.4-1) authorizes the Village to finance redevelopment projects in accordance with and pursuant to the Tax Increment Allocation Redevelopment Act; and

Whereas, the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-4(b), (c)) authorizes the Village to make and enter into all contracts necessary or incidental to implement and further the Village's redevelopment plan and project for the Glen Ellyn Central Business District Tax Increment Redevelopment

Project Area; and

Whereas, on February 13, 2012, the Village approved Ordinance Numbers 6002, 6003, and 6004 approving a redevelopment plan and project for the Glen Ellyn Central Business District Tax Increment Redevelopment Project Area, designating the Glen Ellyn Central Business District Tax Increment Redevelopment Project Area, and adopting tax increment allocation financing for the Glen Ellyn Central Business District Tax Increment Redevelopment Project Area, respectively (collectively, "TIF Ordinances"); and

Whereas, Avere on Duane subsequently proposed to redevelop the properties located at 427-443 Duane Street and 425 and 431 Melrose Avenue (collectively the "Subject Property"), with a multi-family development; and

Whereas, the Subject Property is legally described on Exhibit 1; and

Whereas, the Village has complied with all procedural and substantive requirements imposed by the Tax Increment Allocation Redevelopment Act, the Code, and the Constitution; and

Whereas, the Village President and Trustees have exercised their legislative judgment and determined that the Redevelopment Agreement is consistent with the goals and objectives contained in the TIF Ordinances, the Code, and the Constitution, that the Redevelopment Agreement serves a valid public purpose, and that approving the Redevelopment Agreement will promote the public health, safety, and welfare; and

Whereas, the Village wishes to assist Avere on Duane with redevelopment of the Subject Property in accordance with and pursuant to the Redevelopment Agreement;

Now, therefore, be it ordained by the President and Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois, in exercise of its home rule powers, as follows:

Section One: Recitals. The foregoing recitals are incorporated as though fully set forth herein.

Section Two: Agreement Approved. The Village's Corporate Authorities approve the Redevelopment Agreement attached as Exhibit 2, and the President and Village Clerk are authorized and directed to execute the Redevelopment Agreement on the Village's behalf.

Section Three: Recording and Authority. The Village Clerk is authorized and directed to record this Ordinance and the Redevelopment Agreement against the Subject Property with the DuPage County Recorder, and the Village Manager is: a) authorized and directed to take all steps necessary to implement the Redevelopment Agreement's terms; and b) authorized to make minor, non-substantive revisions to the Redevelopment Agreement.

Section Four: Superseder. In the event a conflict exists between the terms of this Ordinance and any other ordinance of the Village, the terms of this Ordinance shall govern.

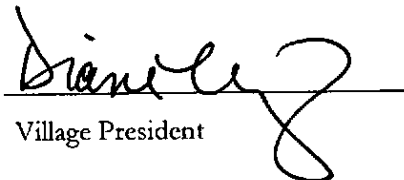
Section Five: Severability. If any part, subsection, or clause of this Ordinance shall be deemed to be unconstitutional or otherwise invalid, the remaining sections, subsections, and clauses shall not be affected thereby.

Section 6: Effective Date. This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form, in accordance with law.

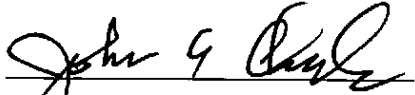
Passed by the President and Board of Trustees of the Village of Glen Ellyn, Illinois this 8 day of July 2019.

Ayes	☒	Diane McGinley	☒	Steve Thompson	☒	Mark Senak
	☒	Craig Pryde	☒	Bill Enright		Gary Fasules
		Kelli Christiansen				
Nayes		Diane McGinley		Steve Thompson		Mark Senak
		Craig Pryde		Bill Enright		Gary Fasules
	☒	Kelli Christiansen				
Absent		Diane McGinley		Steve Thompson		Mark Senak
		Craig Pryde		Bill Enright	☒	Gary Fasules
		Kelli Christiansen				

Approved by the Village President of the Village of Glen Ellyn, Illinois this 8 day of July 2019.


Village President

Attest:


Village Clerk

AFFIX VILLAGE SEAL

(Published in pamphlet form and posted on the 9 day of July, 2029.)

LEGAL DESCRIPTIONS

443 DUANE STREET

LOTS 9, 10, 11 AND 12 IN BLOCK 3 IN GLENWOOD, BEING C.A. PHILLIPS SUBDIVISION OF PART OF SECTION 10 AND PART OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 22, 1873 AS DOCUMENT 16688, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-11-325-005; and

435 DUANE STREET

LOTS 7 AND 8 IN BLOCK 3 IN GLENWOOD, BEING C.A. PHILLIPS SUBDIVISION OF PART OF SECTION 10 AND PART OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 22, 1873 AS DOCUMENT NUMBER 16688, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-11-325-004; and

431-433 DUANE STREET

LOT 5 AND 6 IN BLOCK 3 IN GLENWOOD, BEING C.A. PHILLIPS SUBDIVISION OF PART OF SECTION 10 AND PART OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 22, 1873 AS DOCUMENT NUMBER 16688, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-11-325-003; and

427-429 DUANE STREET

LOT 3 AND 4 IN BLOCK 3 IN GLENWOOD, BEING C.A. PHILLIPS SUBDIVISION OF PART OF SECTION 10 AND PART OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 22, 1873 AS DOCUMENT NUMBER 16688, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-11-325-002; and

431 MELROSE AVENUE

LOTS 1 AND 2 IN BLOCK 3 IN GLENWOOD, BEING C.A. PHILLIPS SUBDIVISION OF PART OF SECTION 10 AND PART OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 22, 1873 AS DOCUMENT NUMBER 16688, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-11-325-001; and

425 MELROSE AVENUE

LOTS 37, 38, 39, 40 IN BLOCK 3 IN GLENWOOD, BEING C.A. PHILLIPS SUBDIVISION OF PART OF SECTION 10 AND PART OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 22, 1873 AS DOCUMENT NUMBER 16688, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.s: 05-11-325-006, 05-11-325-022, & 05-11-325-023

**RETURN AFTER
RECORDING:**

Village Clerk
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, IL 60137

**THIS DOCUMENT
PREPARED BY:**

Gregory W. Jones, Esq.
Ancel Glink, P.C.
140 S. Dearborn Street
Sixth Floor
Chicago, IL 60603

Above Space for Recorder's Use Only

REDEVELOPMENT AGREEMENT

BETWEEN

VILLAGE OF GLEN ELLYN

AND

AVERE ON DUANE, LLC

(AVERE ON DUANE, 427-443 DUANE ST AND 425 AND 431 MELROSE AVE)

REDEVELOPMENT AGREEMENT

BETWEEN

THE VILLAGE OF GLEN ELLYN

AND

AVERE ON DUANE, LLC

(AVERE ON DUANE, 427-443 DUANE ST AND 425 AND 431 MELROSE AVE)

THIS REDEVELOPMENT AGREEMENT ("Agreement") is dated as of the ____ day of _____, 2019 ("*Effective Date*"), and is by and between the **VILLAGE OF GLEN ELLYN**, an Illinois municipal corporation and home rule unit of local government with offices at 535 Duane Street, Glen Ellyn, Illinois ("*Village*"), and **AVERE ON DUANE, LLC**, an Illinois limited liability company with offices located at 116 W. Illinois Street, 7th Floor, Chicago, Illinois ("*Developer*") (collectively, with the Village, the "*Parties*").

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, the Parties agree as follows:

Section 1. Recitals.

A. The Village has the authority, pursuant to the laws of the State of Illinois and its home rule authority, to promote the health, safety, and welfare of the Village and its residents, to prevent the spread of conditions detrimental to healthy economic development, to encourage private development in order to enhance the local tax base, to increase employment, and to enter into contractual agreements with developers and redevelopers for the purpose of achieving such objectives.

B. The Village is authorized under the provisions of Art. VII, Section 10 of the State of Illinois Constitution to contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law.

C. The Village is authorized under the provisions of Art. VIII of the State of Illinois Constitution to use public funds for public purposes.

D. The Village is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, as amended, 65 ILCS 5/11-74.4-1, *et seq.* ("*Act*"), to finance redevelopment projects in accordance with and pursuant to the Act.

E. The Village is authorized under the provisions of the Illinois Municipal Code to make grants to commercial enterprises that are deemed necessary or desirable for the promotion of economic development within the Village, 65 ILCS 5/8-1-2.5 ("*Code*").

F. On February 13, 2012, the Corporate Authorities, pursuant to and in accordance with the Act, adopted Ordinance Nos. 6002, 6003, and 6004, which: (i) approved a Tax Increment Redevelopment Plan and a Tax Increment Redevelopment Project (collectively, the "*TIF Plan and Project*"), (ii) designated a Tax Increment Redevelopment Project Area, and (iii) adopted Tax Increment Allocation Financing (collectively, "*TIF Ordinances*"), establishing the Central Business District Redevelopment Project Area (the "*TIF District*").

G. The Developer is the contract purchaser of six (6) properties commonly known as 427, 431, , 435, and 443 Duane Street, and 425 and 431 Melrose Street, all in Glen Ellyn, Illinois, as depicted and legally described in Exhibits A and B (collectively, the "*Subject Property*").

H. The Developer desires and proposes to develop the Subject Property as a planned unit development in the C5B Zoning District, consisting of a four (4) story, forty eight (48) unit multi-family development with accessory parking facilities and amenities, all as depicted in the Development Plans attached as Exhibit C (the "*Development*").

I. The Village and the Developer desire that the Subject Property be developed and used in compliance with this Agreement, and the Village desires to financially assist the Developer, pursuant to and in accordance with this Agreement, the Code, and the Act, to facilitate the Development on the Subject Property.

J. The Village desires to see the Subject Property developed in accordance with this Agreement to clear the blight and conservation factors and characteristics of the TIF District, to promote the health, safety, and welfare of the Village and its residents, to prevent the spread of those conservation conditions and characteristics in the TIF District, encourage further private investment and development and promote economic development within the Village, enhance the Village's tax base, increase employment opportunities for Village residents, and enhance the future tax revenues for those overlying taxing bodies who levy against the Subject Property, and within the TIF District.

K. The Development is essential to meet the overall objectives of the TIF District, thereby implementing and advancing the TIF Plan and Project.

L. The Developer has represented to the Village that without financial assistance from the Village as detailed herein, the Development is not economically feasible and that Developer would not undertake the Development.

M. The Corporate Authorities, after due and careful consideration, have concluded that the zoning, subdivision, redevelopment, and use of the Subject Property pursuant to and in accordance with this Agreement would further enable the Village to control the development of the area, facilitate new redevelopment of the Village's downtown, and would serve the best interests of the Village.

N. The Corporate Authorities have exercised their legislative judgment and determined, based on studies, analysis, and information available, including, without limitation, the Village's Comprehensive Plan, the Downtown Plan, Financial Forecast, the Central Business District Redevelopment Plan and Project, and the Developer's proforma that the Development

provides public benefits, including, without limitation, tax revenue, additional downtown housing and parking options, modern stormwater management facilities, pedestrian-scale improvements, and improvements intended to help the Village achieve the vision contained in the Village's long term plans.

O. The Corporate Authorities have reviewed and considered the proposed Development of the Subject Property, and the zoning and subdivision approvals requested to allow for its implementation, and have found them to be consistent with the Village's goals and objectives set forth in the TIF Plan and Project, the TIF District, and the TIF Ordinances.

P. The foregoing Recitals are incorporated herein and made a part of this Agreement.

Section 2. Definitions; Rules of Construction.

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

"Budget:" As defined in Section 8(F)(1).

"Building:" The four (4) story, forty eight (48) unit multi-family residential structure proposed to be constructed on the Subject Property, including, without limitation, indoor and outdoor improvements, all as depicted on the Development Plans.

"Building Code:" Title 4, entitled "Building Regulations," of the Village Code of the Village of Glen Ellyn, including all local amendments, as amended.

"Corporate Authorities:" The Village President and Board of Trustees of the Village of Glen Ellyn.

"Developer:" Avere on Duane, LLC

"Developer's Lender:" As defined in Section 8(A).

"Development Plans:" Those certain development plans for the Subject Property consisting of the following documents:

"Floor Plans:" Floor 0 through Floor 4, BSB Design, November 28, 2019, 5 Pages;

"Elevations:" Character Elevations, BSB Design, June 11, 2019, 2 Pages;

"Preliminary/Final PUD Site Plan:" Development Site Plan, Haeger Engineering, June 12, 2019, 1 Page;

"Preliminary/Final Landscaping Plan:" Site Landscape Plan, The Lakota Group, June 11, 2019, 1 Page;

"Preliminary Engineering Plan:" Existing Conditions, Demolition Plan, Grading Plan, Utility Plan and Stormwater Pollution Prevention Plan, Haeger Engineering, May 31, 2019 and June 12, 2019, 5 Pages;

"Final Engineering Plan:" As defined in Section 4(D); and

"Preliminary/Final Plat of Subdivision:" Avere on Duane Subdivision, Haeger Engineering, April 26, 2019, 2 Pages.

copies of which are attached respectively as Exhibits C1 through C6 to this Agreement.

"Force Majeure:" Strikes, lockouts, acts of God, or other factors beyond a party's reasonable control and reasonable ability to remedy; provided, however, that Force Majeure shall not include delays caused by weather conditions, unless those conditions are unusually severe or abnormal considering the time of year and the particular location of the Subject Property. In no event shall increased costs or other financial considerations be considered a force majeure event.

"Incremental Taxes:" Such ad valorem taxes which, pursuant to the TIF Ordinances and the Act, are allocated to and when collected are paid to the Village for deposit into the TIF Fund established to pay Redevelopment Project Costs and obligations incurred in the payment thereof. Incremental Taxes shall exclude the Base EAV.

"Person:" Any corporation, partnership, individual, joint venture, trust, estate, association, business, enterprise, proprietorship, or other legal entity of any kind, either public or private, and any legal successor, agent, representative, or authorized assign of the above.

"Public Improvements:" All of the public improvements, infrastructure, and facilities necessary or proposed to serve the Subject Property including, without limitation, all of the right-of-way improvements on Duane Street, Melrose Avenue, and Prospect Avenue adjacent to the Subject Property, and all of the water, sanitary and storm sewer extensions depicted on the Final Engineering Plan. The Public Improvements are more specifically set forth on the list attached to this Agreement as Exhibit D.

"Qualified Investor:" An institutional "Accredited Investor" within the meaning of Rule 501(a)(1), (2), (3) or (7) under the Securities Act of 1933 (the "Securities Act"), or a person (other than a dealer) whom the seller reasonably believes is a "Qualified Institutional Buyer" within the meaning of Rule 144A(a)(1) under the Securities Act.

"Qualified Transfer:"(i) a pledge of the Agreement to a Lender or (ii) the sale of the Agreement to a Qualified Investor or to a trust where certificates of participation are sold to Qualified Investors or (iii) any other such sale or pledge as is approved by the Village Manager.

"Redevelopment Project Costs:" Redevelopment project costs as defined in the Act that are included in the Budget.

"Requirements of Law:" All applicable federal, state, and local laws, statutes, codes, ordinances, resolutions, orders, rules, and regulations, as amended.

"Subdivision Code:" Title 11, entitled "Subdivision Regulations Code," of the Village Code of the Village of Glen Ellyn, as amended.

"Subject Property:" The real property legally described and depicted on Exhibits A and B.

"Substantial Completion" or "Substantially Complete:" Refers to the point that (1) the Developer's construction of the Development (as hereinafter obligated) has received all final inspections, (2) the Developer has obtained all final approvals for the public and private improvements (subject to any maintenance guaranty obligations), and (3) all life safety elements, as determined by the Zoning Administrator, have been approved and (4) the Development is eligible for issuance of a temporary certificate of occupancy.

"SSA Law:" The Special Service Area Tax Law, 35 ILCS 200/27, *et seq.*

"TIF Fund:" The special tax allocation fund created by the Village in connection with the TIF District into which Incremental Taxes will be deposited.

"Village Attorney:" The Village Attorney of the Village of Glen Ellyn.

"Village Code:" The Village of Glen Ellyn Village Code, as amended.

"Village Manager:" The Village Manager of the Village of Glen Ellyn.

"Zoning Administrator:" The Community Development Director of the Village of Glen Ellyn.

"Zoning Code:" Title 10, entitled "Zoning Code," of the Village of Glen Ellyn Village Code, as amended.

B. Rules of Construction.

1. Grammatical Usage and Construction. In construing this Agreement, pronouns include all genders, and the plural includes the singular and vice versa.
2. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.
3. Calendar Days. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

Section 3. Acquisition of Subject Property. The Developer shall acquire fee simple title to the Subject Property and provide the Village Manager with written proof of the same by no later than ninety (90) days following the Effective Date of this Agreement. Developer's failure to acquire title to the Subject Property or provide the Village Manager with satisfactory written proof, to the Village Manager's reasonable satisfaction, in accordance with this Section shall entitle the Village, in its sole discretion, to terminate this Agreement and all of the Parties' rights and obligations hereunder.

Section 4. Zoning and Entitlements Approvals.

A. **Zoning and Entitlements Ordinance.** Immediately after approval of the ordinance approving this Agreement, the Corporate Authorities will adopt ordinances, in substantially the same form as Exhibit E and in accordance with the requirements of Village Code that grants: 1) a map amendment to rezone 425 Melrose Avenue to C5B; 2) a special use permit for a planned unit development to construct and operate the Development on the Subject Property; 3) a sign variance and the deviations requested by the Developer and necessary to construct the Development on the Subject Property and recommended for approval by the Plan Commission; and 4) a special use to allow dwelling units on the Subject Property.

B. **No Construction Prior to Acquisition.** The Developer agrees that unless approved by the Village Manager, in his reasonable discretion, no permanent construction, improvement, or physical development of any kind shall be permitted on any portion of the Subject Property unless and until the Developer acquires title to the Subject Property.

C. **Recordation of Zoning Ordinance** Upon approval of this Agreement and Developer providing the Village with proof of ownership of the Subject Property in accordance with Section 3, the Village will promptly cause the ordinance to be recorded against the Subject Property with the DuPage County Recorder of Deeds.

D. **Final Engineering Plan.** The final engineering plan shall: 1) depict the Development's infrastructure and other improvements; 2) comply with all Village ordinances, rules, and regulations; and 3) substantially conform to the Preliminary Engineering Plan, excluding modifications approved by the Zoning Administrator ("*Final Engineering Plan*"). The Developer shall obtain the Village's approval of the Final Engineering Plan before the Village issues a permit to construct the Development.

Section 5. Development of the Subject Property.

A. **General Restrictions.** Subject to the particular terms for development set forth in Section 5(D) of this Agreement, Developer's development of the Subject Property, except for minor alterations approved by the Village Manager, shall be pursuant to and in accordance with the following:

1. This Agreement.
2. The Development Plans.
3. The Zoning Code.

4. The Subdivision Code.
5. The Building Code.
6. The other Requirements of Law.

Unless otherwise provided in this Agreement, in the event of a conflict between or among any of the above plans or documents, the plan or document that provides the greatest control and protection for the Village, as determined by the Village Manager, shall control. All of the above plans and documents shall be interpreted so that the duties and requirements imposed by any one of them are cumulative among all of them, unless otherwise provided in this Agreement.

B. Public Utility and Storm Water Easements. The Developer will grant utility easements to the Village and other governmental bodies and utility services over, on, and across the Subject Property, as specifically detailed on the Preliminary/Final Plat of Subdivision, for the purposes of making repairs, maintaining, installing and servicing utilities, and providing public and emergency services.

C. Utility Location and Relocation. The Developer will, subject to the Village's approval, relocate all existing utilities through and around the Subject Property as needed to accommodate the Development. When proposing utility relocation, the Developer will exercise its best efforts to coordinate with the Village and all other governmental bodies and utility services providing utility service to or through the Subject Property.

D. Particular Terms for Development. Notwithstanding any use or development right that may be applicable or available to the Subject Property pursuant to the Zoning Code or any other Requirement of Law, the Subject Property shall be used and developed, subject to the provisions in this Subsection 5(D), as follows:

1. The Building shall contain forty eight (48) multi-family units and an underground parking garage containing approximately forty eight (48) parking spaces, all accessible by elevator service.
2. The Development will contain thirty four (34) outdoor parking spaces.
3. The units within the Building will contain a mix of 1 bedroom, 1 bedroom/den, 2 bedroom, and 2 bedroom/den homes ranging from approximately 870 square feet to 1,656 square feet, and the average unit size will be approximately 1,358 square feet.
4. The Development will include private storage units for each unit, bike storage and repair facilities, a pet washing and grooming area, and comparable amenities traditionally found in luxury multi-family developments located in municipalities in the Chicago Metropolitan Statistical Area.
5. The Development will be staffed and managed by a professional management company with experience managing multi-family

developments that command comparable or higher rents and are located in the Chicago Metropolitan Statistical Area.

6. The Building shall be constructed as depicted in the Development Plans, and the Developer shall be solely responsible for ensuring that the Development complies with all Requirements of Law, including, without limitation, any floodplain regulations.
7. The Building shall contain no more than (4) stories above grade, not including the story occupied by enclosed vehicle parking spaces. The height of the Building shall be not greater than 68.65 feet.
8. The Building's exterior façade shall be constructed of the materials set forth in the Elevations.

E. Damage to Public Property. The Developer will maintain all streets, sidewalks, and other public property adjacent to the Subject Property in a good and clean condition during development of the Subject Property and construction of the Development. Further, the Developer will promptly clean all mud, dirt, or debris deposited on any street, sidewalk, or other public property in or adjacent to the Subject Property by the Developer or any agent of or contractor hired by, or on behalf of, the Developer, and will repair any damage to public property that may be caused by the activities of the Developer or any agent of or contractor hired by, or on behalf of, the Developer. Within a reasonable period of time, but in no event more than 12 hours after the Village gives the Developer notice to clean all mud, dirt, or debris deposited on any street, sidewalk, or other public property in or adjacent to the Subject Property deposited by the Developer or any agent of or contractor hired by, or on behalf of, the Developer, if the Developer neglects to clean, or undertake with due diligence to clean, the affected public property, then the Village will be entitled to clean, either with its own forces or with contract forces, the affected public property and to recover from the Developer costs or charges reasonably incurred by the Village to perform the cleaning.

F. Changes to the Planned Unit Development (PUD), including the Development Plans. All changes to the Development Plans shall be processed in accordance with Zoning Code.

G. Demolition. Developer shall be responsible, at its own cost, for demolishing and removing all improvements, structures, buildings, and appurtenances located above or below grade on the Subject Property, subject to all Requirements of Law.

H. Construction Type. The Buildings shall be constructed pursuant to the Building Code.

I. Issuance of Building Permits. The Developer may seek issuance of multiple building permits with respect to the construction of the Development. If requested by Developer, the Village shall grant a building permit for the construction of a Building foundation to facilitate timely commencement of construction, subject to the terms of this Agreement. The Village will not unreasonably withhold issuance of any complete and properly filed application for a building permit.

J. Issuance of Occupancy Permits. Upon the Developer's request, the Zoning Administrator may issue a temporary occupancy permit, as may be appropriate, for the Building upon Substantial Completion of an entire floor of residential units.

Section 6. Public Improvements.

A. Developer Duty to Construct Public Improvements. The Developer will construct and install all of Public Improvements identified on **Exhibit D** (collectively, the "**Public Improvements**"), including, without limitation, streetscape improvements located in the Duane Street, Prospect Avenue, and Melrose Avenue rights of way adjacent to the Subject Property, including, without limitation, parkway trees, sidewalk paving, and street lighting, as depicted in the Final Engineering Plan and the Preliminary/Final Landscape Plan.

B. Standards Applicable to Public Improvements.

1. General Standards. The Developer will construct all Public Improvements pursuant to, and in accordance with, the Final Engineering Plan, Preliminary/Final Landscape Plan, and the Subdivision Code, and to the reasonable satisfaction of the Zoning Administrator. All work performed on the Public Improvements will be conducted in a good and workmanlike manner and in accordance with this Agreement. All materials used for construction of the Public Improvements will be new and of first-rate quality.
2. Contract Terms; Prosecution of the Work. The Developer and all of its contractors will prosecute the work diligently, in full compliance with, and as required by or pursuant to, this Agreement, until the work is properly completed.
3. Village Inspections and Approvals. During the course of construction of the Public Improvements, Village inspectors will have the full right, permission, and authority to inspect and approve all work on the Public Improvements with reasonable notice to the Developer.
4. Other Approvals. If the construction and installation of any Public Improvement requires the consent, permission, or approval of any Person, then the Developer will take all steps required to obtain the required consent, permission, or approval. No work requiring the consent, permission, or approval of any Person will commence without that prior consent, permission, or approval.

C. Closure of Sidewalk and Right-of-Way. The Developer shall be entitled to close the Duane Street or Melrose Avenue sidewalk immediately adjacent to the Subject Property and use said area for Developer's purposes during the course of construction, subject to the Village's approval of a traffic control plan that provides adequate protection and direction to pedestrians and vehicles. Developer and the Village shall cooperate and schedule any sidewalk closures or partial

closures as may be necessary and appropriate to complete any improvements located within the right-of-way. Developer will be responsible, at Developer's sole cost, for repairing any damage or injury to the Duane Street, Melrose Avenue, or Prospect Avenue rights of way, and any other public property or rights of way, in compliance with the Village Code.

D. Final Inspections and Approvals. When the Developer determines that a Public Improvement has been properly completed, the Developer shall request final inspection, approval, and, as appropriate, acceptance of the Public Improvement by the Village. The notice and request shall be given sufficiently in advance to allow the Village time to inspect the Public Improvement and to prepare a punch list of items requiring repair or correction and to allow the Developer time to make all required repairs and corrections prior to the scheduled completion date. The Developer shall promptly make all necessary repairs and corrections as specified on the punch list. Subject to the provisions of Subsection 6(E), the Village shall not be required to approve or accept any Public Improvement until all of the Public Improvements, including without limitation all punch list items, have been fully and properly completed.

E. Dedication and Acceptance of Specified Public Improvements. The Developer shall dedicate to the Village and the Village shall accept from the Developer the Public Improvements identified in Exhibit D. Nothing whatsoever shall constitute an acceptance by the Village of any Public Improvement except express written acceptance by the Village in compliance with the requirements of the Subdivision Code. Prior to acceptance of any Public Improvement to be accepted by the Village, the Developer shall execute, or cause to be executed, a lien waiver and bill of sale to transfer ownership of the Public Improvement to, and to evidence ownership of the Public Improvement by the Village, free and clear of all liens, claims, encumbrances, and restrictions unless otherwise approved by the Village. The documents transferring ownership of any Public Improvement to, and to evidence ownership of the Public Improvement by, the Village shall be reasonably acceptable in form and substance to the Village Attorney. Notwithstanding the foregoing, said documentation shall not impose any warranty or other burden on Developer associated with the dedication of the Public Improvement except as expressly set forth in this Agreement or the Subdivision Code. Developer shall, simultaneously, grant, or cause to be granted, to the Village all insured easements or other property rights as the Village may require to install, operate, maintain, service, repair, and replace the Public Improvements that have not previously been granted to the Village, free and clear of all liens, claims, encumbrances, and restrictions, unless otherwise approved by the Village.

F. Developer's Guaranty and Maintenance of Public Improvements. The Developer hereby guarantees the prompt and satisfactory correction of all defects and deficiencies in the Public Improvements that occur or become evident within one (1) year after approval and any required acceptance of the Public Improvements by the Village pursuant to this Agreement. If any defect or deficiency occurs or becomes evident during the one-year period, then the Developer shall, after ten (10) days' prior written notice from the Village, diligently commence to correct it or cause it to be corrected. In the event any Public Improvement is repaired or replaced pursuant to the demand of the Village, the Guaranty provided by this Section 6(F) shall be extended, as to the repair or replacement, for one (1) full year from the date of completion of the repair or replacement.

G. Commencement and Completion of Construction. Developer shall commence work on the Development not later than 90 days following acquisition of fee simple title to the Subject Property ("**Commencement Date**"). Construction of the Development shall begin, proceed, be Substantially Completed, and made ready for inspection, approval, and any required acceptance by the Village, in accordance with the schedule attached to this Agreement as **Exhibit F** ("**Construction Schedule**") with an understanding that minor delays caused by weather or availability of labor and/or materials less than 90 days does not constitute a default under this Section. Developer will pursue diligently, continuously, and in full compliance with this Agreement, Substantial Completion of all construction, as required in, or permitted by, Sections 5 and 6 of this Agreement. Delays due to Force Majeure events shall not constitute a default under this Section, subject to the terms of Section 15(U).

H. Village Remedy for Failure to Complete Construction. If the Developer fails to comply with the Construction Schedule, or any portion thereof, the Developer will, subject to any right to cure granted to Developer and Developer's Lender in Subsection 6(I) of this Agreement, promptly remove any partially constructed or partially completed buildings, structures, or improvements from the Subject Property. If the Developer fails or refuses to remove the partially constructed or partially completed buildings, structures, or improvements from the Subject Property, the Village will have, and is hereby granted, in addition to all other rights and remedies afforded to the Village in this Agreement and by law, the right, at its option, to complete the Development, in whole or in part, or demolish and remove any of the partially constructed or partially completed buildings, structures, or improvements from the Subject Property, and the Village will have the right to charge the Developer an amount sufficient to defray the entire cost of such completion, in whole or in part, demolition and removal, including, without limitation, legal and administrative costs.

I. Developer and Lender Notice and Right to Cure for Failure to Complete Construction. In the event Developer fails to comply with the Construction Schedule, or any portion thereof, the Village will provide written default notice to Developer and to Developer's Lender. The default notice will specify the basis of the default. Developer and Developer's Lender will have a period of sixty (60) days from the date of the default notice to a) Substantially Complete the Development; or b) resume construction of the Development in the event the Development cannot be completed in said sixty (60) day period and request a hearing before the Corporate Authorities to request additional time to Substantially Complete the Development. In the event Developer or Developer's Lender requests a hearing, the Corporate Authorities will reasonably consider, in light of prior investment in the Subject Property and the current financial ability of the Developer or Developer's Lender, a proposal from Developer or Developer's Lender that sets forth a reasonable schedule for Substantial Completion of the Development. The Village will reasonably cooperate with the Developer or the Developer's Lender to ensure that Substantial Completion of construction can be achieved within the agreed upon schedule with the Developer or Developer's Lender.

Section 7. Construction Traffic and Parking; Streets; Construction Trailer.

A. Construction Traffic and Parking; Streets.

1. Designated Traffic Routes. The Village may designate routes of access to the Subject Property for construction traffic to protect pedestrians and to minimize disruption of traffic and damage to paved street surfaces; provided, however, that the designated routes shall not unduly hinder or obstruct efficient access to the Subject Property for construction traffic. The Developer shall keep all routes used for construction traffic free and clear of mud, dirt, debris, obstructions, and hazards and shall repair all damage caused by the construction traffic. The Developer shall maintain and operate the Subject Property and the Development in accordance with the Village's Construction Site Rules of Conduct attached as Exhibit G.
2. Parking. All construction vehicles, including, without limitation, passenger vehicles and construction equipment, shall be parked within the Subject Property or in areas designated by the Village.

B. Construction Trailer. The Village shall allow the Developer to use the Subject Property for purposes of siting one (1) construction trailer, subject to the Developer obtaining a building permit for the trailer and placing the trailer in a location approved by the Zoning Administrator. No trailer shall be sited on the Subject Property prior to the Developer acquiring title to the Subject Property in accordance with Section 3, and no trailer may be located on the Subject Property after the date of issuance of any temporary occupancy permit for the Subject Property.

Section 8. Development Financing and Monitoring

A. Developer Financing. Within ninety (90) days of the Effective Date, the Developer shall secure a binding financing commitment committing funds which, together with Developer equity, are sufficient to Substantially Complete the Development, including, without limitation, a loan commitment from a lender. The Developer's financing commitment shall be sufficient to cover the debt financing in the amounts set forth in Exhibit H. The Developer shall provide evidence of Development financing acceptable to the Village, in the Village Manager's reasonable discretion, within ninety (90) days of the Effective Date. The Developer may extend the time period to provide Development financing evidence by up to an additional thirty (30) days by delivering notice to the Village on or before the ninetieth day after the Effective Date. As a precondition of the Village issuing any building permit for the Development, the Developer shall provide the Village with the contact name, mailing address, phone number, and e-mail address for the Developer's lender or lenders (collectively, "*Developer's Lender*"). The Village may unilaterally terminate this Agreement and all of the Parties' rights and obligations hereunder if the Developer fails to provide evidence of Development financing and assurances that are reasonably acceptable to the Village Manager within the timeframes set forth in this Section.

B. Village Incentives.

1. Property Tax Base. The Subject Property's equalized assessed value as of the Effective Date, and for the purposes of this Agreement, is \$598,312

("Base EAV"). The Developer is not entitled to receive any portion of the Base EAV.

2. TIF Incentive. Based upon the Developer's representation of the need for assistance, and provided the Developer fulfills its obligations in this Agreement and under the Act, the Village will provide the following tax increment financing assistance to facilitate the Development:
 - a. Upon Substantial Completion of the Development, the Village shall pay to the Developer ninety percent (90%) of the Incremental Tax revenue generated by the Subject Property in an amount not to exceed \$3,121,791 (the "*TIF Incentive*"). The Village will pay the TIF Incentive, or a portion thereof, once annually on or before December 1st each year beginning on the December 1st immediately following the Development's Substantial Completion date until the full TIF Incentive has been paid to the Developer, or until December 1, 2031, whichever occurs first (the "*Incentive Period*"). The Village's obligation to pay the TIF Incentive is conditioned on: a) the Developer providing a written request and supporting documentation in accordance with Section 8(E); b) Incremental Tax revenue generated by the Subject Property being available; c) no more than twenty five (25%) of the Development becoming uninhabitable due to fire, flood, disaster, or other man made or natural casualty or occurrence; and d) the Developer complying with the Act and this Agreement's terms, including, without limitation, those set forth in Section 8(B)(2)(b) below. The Developer shall have no right to any Incremental Taxes collected after the Incentive Period's expiration.
 - b. The Village will retain ten percent (10%) of the Incremental Tax revenue generated by the Subject Property from each annual TIF Incentive payment made to the Developer. The Village may use this Incremental Tax revenue for any purpose authorized by the Act or other law. The Village's share of the Incremental Tax revenue under this Section shall be in addition to all other Incremental Tax revenue the Village is authorized to receive under this Agreement.
3. School District Payments. Before the Developer is entitled to receive any annual TIF Incentive payment, the Village shall use Incremental Taxes to satisfy its payment obligations to School District 41 and School District 87 School District (collectively, the "*School District*") to the extent required by the Act, in accordance with this Section. Section 3(q)(7.5) of the Act requires the Village to make payments to the School District from Incremental Taxes calculated by multiplying the net number of new students attending School District facilities and living at the Subject Property by the average operating expense per student for the School District, up to a cap of 40% of Incremental Taxes generated by the Subject

Property (the "*School District Share of Incremental Taxes*"). The Village's obligation to make TIF Incentive payments to the Developer shall be secondary and subordinate to the Village's payment obligations to the School District pursuant to this Section and the Act. Any portion of the School District Share of Incremental Taxes that is not paid to the School District as a result of there being fewer students generated on the Subject Property than the Act would cover will be allocated to payment of the TIF Incentive; provided, however, this portion shall be split fifty percent (50%) to the Village and fifty percent (50%) to the Developer. This is in addition to other Incremental Taxes the Village is entitled to receive under this Agreement, including, without limitation, the Incremental Taxes retained by the Village pursuant to Section 8(B)(2).¹

4. Capital Expense Grant. The Developer anticipates incurring certain expenses related to the construction of Development improvements located in public rights of way adjacent to the Subject Property, as detailed on Exhibit D. Within one hundred twenty (120) days of Developer Substantially Completing any of the improvements listed on Exhibit D, the Developer may apply for reimbursement for up to two hundred thousand (\$200,000) dollars of costs actually incurred by the Developer for Redevelopment Project Costs for Development improvements the Developer constructed on or in adjacent rights of way ("*Capital Expense Grant*"). Improvements funded using the Capital Expense Grant shall be in addition to Redevelopment Project Costs funded by the TIF Incentive. The Developer shall submit a reimbursement request and supporting documents in accordance with Section 8(E) to substantiate its Capital Expense Grant request. The Developer shall only be entitled to receive Capital Expense Grant funds for improvements that: a) the Developer has not previously received payments or any other form of Village financial incentive, including, without limitation, TIF Incentive funds; and b) qualify as Redevelopment Project Costs. The Developer warrants and represents that it will not seek reimbursement for the improvements paid for by the Capital Expense Grant through the TIF Incentive or any other Village-administered incentive program. The Parties agree that the Village may record against the Subject Property an instrument approved by the Village Attorney memorializing the Capital Expense Grant, including, without limitation, the Parties' obligations under the Agreement.

¹ For example, and for illustrative purposes only, assume that in Incentive Period year 4 the Subject Property generates \$100,000 in Incremental Taxes. Also in year 4, the Development generates no school age children that would entitle the School District to payment pursuant to the Act. In that case, the Village would receive: (a) \$6,000 (or 10% of \$60,000 [*i.e.*, 10% of 60% of \$100,000]) pursuant to Section 8(B)(2)(b) plus (b) an additional \$20,000 (*i.e.*, 50% of the unused School District Share of Incremental Taxes of \$40,000 [*i.e.*, 50% of 40% of \$100,000]) because no school-age children were created (*See* Sec. 8(B)(3)).

5. Non-Recourse Against the Village. The TIF Incentive will be payable from Incremental Taxes generated by the Subject Property as such funds become available, and from no other source. The Developer shall have no recourse against the Village's general fund or other Village revenues and this Agreement shall have no effect on the Village's ability to issue debt in the future. Upon expiration of the Incentive Period, any unpaid amount, including any unpaid TIF Incentive amount, owed by the Village to the Developer shall be forgiven in full.

C. Future Sale of Subject Property. If the Developer conveys title to the Subject Property, or any portion thereof, to any third party within five (5) years of the Effective Date without the prior written consent of the Village Manager in accordance with Section 12(A), the Developer shall, prior to conveying title, reimburse the Village the full cost of the Capital Expense Grant. Upon the Developer reimbursing the Capital Expense Grant, the Village agrees to provide the Developer with a signed, written release, in a form approved by the Village Attorney, of the Village's right to reimbursement of the Capital Expense Grant.

D. TIF Eligible Costs. The Village will reimburse the Developer for certified Redevelopment Project Costs up to the amount of the TIF Incentive. Reimbursement will occur as Incremental Taxes generated by the Subject Property become available and in accordance with this Agreement. The Parties anticipate the Redevelopment Project Costs to include those expenditures identified in Exhibit I. Reimbursement from the Village will occur as the Developer submits Certificates of Reimbursable Project Costs in accordance with this Agreement, and as Incremental Taxes generated by the Subject Property become available.

E. Certification of Reimbursable Project Costs. Developer represents and warrants that the Developer has incurred, or will incur prior to the Development's Substantial Completion, the costs set forth on Exhibit I. When seeking TIF Incentive funds from the Village, the Developer shall submit to the Village Manager a Certificate of TIF Reimbursable Project Costs, in a form substantially consistent with Exhibit J, certifying costs incurred in connection with the Development that qualify as Redevelopment Project Costs. The Developer's reimbursement requests shall occur no more than once per calendar year, and no request may be made for an amount less than ten thousand (\$10,000) dollars.

Each Certificate of TIF Reimbursable Project Costs shall be accompanied by documentation supporting the requested reimbursement, including, without limitation, sworn statements, title insurance updates, lien waivers, invoices, financing statements, receipts, checking account statements, canceled checks, payroll records, project expenditure summaries, and all other documentation reasonably deemed necessary by the Village Manager. The Developer shall only be eligible for reimbursement of those costs eligible for reimbursement under the Act and supported by a Certificate of TIF Reimbursable Project Costs, including all supporting documentation reasonably deemed necessary by the Village Manager to verify compliance with the Act. Any material inaccuracy, false statement, misrepresentation, or false representation made by the Developer within a Certificate of TIF Reimbursable Project Costs or within documentation accompanying a Certificate of TIF Reimbursable Project Costs shall constitute a breach of this Agreement.

F. Open Book Development.

1. Attached hereto as **Exhibit K** is the Developer's good faith estimate of the overall costs of the Development (the "**Budget**"). The Developer acknowledges that the amount of the TIF Incentive is based upon the Budget. The Development shall be an "open book" project, and the Developer will provide the Village full access, upon the Village providing reasonable notice, to all portions of the Development. During business hours and at the office of the Developer, the Developer shall make available for review by the Village and its agents the books and records relating to the Developer's costs with respect to the Development to enable the Village to verify the Development's costs, including, but not limited to, the Developer's, general contractor's and contractor's sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts, invoices, and all other information reasonably requested by the Village. These records shall be available for inspection, audit and examination. The Village agrees to keep all financial information of the Developer confidential, except to the extent required for compliance with any applicable law, rule or regulation. The foregoing Village review and audit rights shall terminate upon the voluntary or involuntary termination of this Agreement.
2. If upon Substantial Completion of the Development, the Village determines that the cost of the Development is below the amount contained in the Budget, as set forth in **Exhibit K** the TIF Incentive amount will be reduced proportionally. For example, if the Development cost equals ninety five (95%) percent of the amount contained in the Budget, the TIF Incentive amount will be reduced by five (5%) percent from \$3,121,791 to \$2,965,701. In no event shall the TIF Incentive amount be reduced pursuant to this Section 8(F)(2) by more than ten (10%) percent.

G. Progress Meetings. Developer shall at all times have an individual designated as the Village's primary point of contact for matters pertaining to this Agreement. Upon written request of the Village, Developer shall meet on a monthly basis with the Village Manager, or his designee, and other Village staff as appropriate, to provide a comprehensive progress report on the Development. Appropriate Development team personnel shall attend the meeting on behalf of Developer and the Village, and the Developer shall provide information regarding the status of construction and occupancy, pending permit requests, and other logistical information deemed necessary by the Village.

H. Property Taxes and Valuation. Developer shall timely and fully pay when due all taxes levied against the Subject Property. With respect to the Subject Property, Developer shall have the right to petition to reduce the assessed value of the Subject Property, appeal the applicable property tax rate, seek any real estate tax exemption, or otherwise pursue a reduction in any real property tax owed during this Agreement's term, provided that:

1. The Developer provides the Village with at least thirty (30) days advance notice of filing any appeal, exemption, or other request to reduce tax monies owed by the Developer, regardless of the amount of or nature of the reduction sought; and
2. The Developer shall provide the Village upon written request copies of all documents, including, without limitation, appeal applications, appraisals, expert statements and testimony, and studies, submitted or presented to any unit, agency, or body of government or court in connection with the appeal, including, without limitation, the DuPage County Board of Review, the Illinois Property Tax Appeal Board, or any court or tribunal, at the same time such materials are provided to the unit, agency, or body of government or court.

Developer does not waive its right to receive any additional TIF Incentive by filing a petition seeking to reduce the Subject Property's assessed value, appeal the applicable tax rate, seek a real estate tax exemption, or otherwise reduce the amount of real estate tax owed for the Subject Property. However if the Developer's petition results in a refund of previously paid tax installment payments while under appeal, which were part of a prior TIF Incentive payment to the Developer, then there will be a recalculation and reconciliation of the previously paid TIF Incentive payment and Developer will return any funds to the TIF Fund for use by the Village in accordance with the Act. The Village reserves the right to withhold future TIF Incentive payments to Developer until reconciliation occurs, and Developer hereby waives any objection or challenge to the same.

I. Special Service Area. The Developer hereby consents to the Village's establishment and administration of a Special Service Area ("SSA") during this Agreement's term. The SSA will encompass the Subject Property and will generate revenue sufficient to pay any ongoing or one time maintenance obligations associated with the Subject Property, the Development, and to pay for any service or activity authorized by the SSA Law. The Village will comply with all Requirements of Law when proposing and establishing the SSA, and the Developer acknowledges that any objection to the SSA's proposal, creation, tax levy, or tax increase shall constitute a default under this Agreement.

Section 9. Fees, Dedications, Donations, and Contributions.

A. Negotiation and Review Fees. In addition to all other costs, payments, fees, charges, contributions, or dedications required by this Agreement or by the Requirements of Law, the Developer shall pay to the Village, after presentation of a written demand or demands for payment, all reasonable legal, engineering, and landscape architect fees, costs, and expenses incurred or accrued in connection with the review and processing of plans for the development of the Subject Property. Payment of all fees, costs, and expenses for which demand has been made, but payment has not been received, by the Village prior to execution of this Agreement, shall be made by a certified or cashier's check contemporaneous with the execution of this Agreement by the Village. The Developer agrees that it will continue to be liable for and to pay, immediately after presentation of a written demand or demands for payment, the fees, costs and expenses, as required pursuant to the Village Code, this Agreement, or the Village's Reimbursement of Fees

Agreement for the Development, and incurred in connection with any applications, documents, or proposals, whether formal or informal, of whatever kind submitted by the Developer during the term of this Agreement in connection with the use and development of the Subject Property. Further, the Developer agrees that it shall be liable for and will pay after demand all fees, costs, and expenses incurred by the Village for publications and recordings required in connection with the above matters.

B. Fees to the Village and Others. In addition to all other costs, payments, fees, charges, contributions, or dedications required by this Agreement, the Developer will pay to the Village or other entity from whom an invoice is received, all application, inspection, and permit fees, all water and sewer general and special connection fees, tap-on fees, charges, contributions, impact fees, and all other fees, charges, and contributions pursuant to the Requirements of Law, including, without limitation, all DuPage County fees and Village impact fees.

C. Dedications, Donations, and Contributions to Others. As required by the Village Code, the Developer will make cash contributions to the School District, Park District, Library, Fire Company and any other authority with jurisdiction over the Subject Property. The Village may withhold issuing a building permit for the Development until the Developer has made all payments required by this Section 9(C).

Section 10. Security Instruments.

A. Performance Security. As security to the Village for the performance by the Developer of the Developer's obligations (1) to construct and Substantially Complete the Development, including, without the limitation, the Public Improvements, pursuant to and in accordance with this Agreement, (2) to pay all Village costs, fees, and charges due from the Developer pursuant to this Agreement, (3) to maintain and repair streets, sidewalks, and other public property pursuant to this Agreement, and (4) to otherwise faithfully perform its undertakings pursuant to this Agreement, the Developer shall, within thirty (30) days of the Effective Date and prior to the issuance of any building permit for the Subject Property or reimbursement of eligible costs pursuant to this Agreement, deposit with the Village Manager a cash deposit or letter of credit ("*Performance Security*"), in a form approved by the Village Attorney, and in an amount equal to 125% of the Zoning Administrator's Approved Cost Estimate for the Development. The Performance Security shall be maintained and renewed by the Developer, and shall be held in escrow by the Village. The Developer may apply to the Village to reduce the Performance Security in accordance with the Subdivision Code.

B. Guaranty Security. Immediately prior to any required acceptance by the Village of the Public Improvements pursuant to this Agreement, the Developer shall post a new cash deposit or letter of credit, in a form approved by the Village Attorney, and in the amount of ten percent (10%) of the actual total cost of the Public Improvements as security for the performance of the Developer's obligations under this Agreement ("*Guaranty Security*"). The Guaranty Security shall be held by the Village in escrow until the last to occur of (i) the date that is the end of the one-year guaranty period set forth in this Agreement or (ii) the date that is one (1) year after the proper correction of any defect or deficiency in the Public Improvements pursuant to this Agreement and payment of the cost of correction. If the Village is required to draw on the Guaranty Security by reason of the Developer's failure to fulfill its obligations under this

Agreement, then the Developer shall within ten (10) days thereafter cause the Guaranty Security to be increased to its full original amount.

C. Costs. The Developer shall bear the full cost of securing and maintaining the Performance Security and the Guaranty Security.

D. Form of Security Instruments.

The Performance Security and Guaranty Security each shall be in the form attached as Exhibit L, as approved by the Village Attorney. All security instruments shall be from an institution (i) acceptable to the Village, (ii) licensed in the State of Illinois, and either (iii) having capital resources of at least Fifty Million Dollars (\$50,000,000) or (iv) having an AM Best rating of at least A-. Each form of security shall, at a minimum, provide that (1) it shall not be canceled or modified without the prior consent of the Village; (2) it shall not require the consent of the Developer prior to any draw on it by the Village; and (3) if at any time it will expire within 60 or fewer days, and if it has not been renewed, and if any applicable obligation of the Developer for which it is security remains uncompleted or unsatisfactory, then the Village may, call and draw down the security and employ the proceeds to complete the obligations and reimburse the Village for any and all costs and expenses, including, without limitation, legal fees and administrative costs, incurred by the Village. The Performance Security may provide that the aggregate amount of the cash deposit or security instrument may be reduced, but only after joint direction by the Developer and the Village. No reduction for payment of Public Improvement work satisfactorily completed shall be allowed except after presentation by the Developer of proper contractors' sworn statements, partial or final waivers of lien, as may be appropriate, and any additional documentation that the Village may reasonably request to demonstrate satisfactory completion of the Public Improvement in question and full payment of all contractors, subcontractors, and material suppliers and in accordance with the Subdivision Code. The Guaranty Security shall not be reduced by reason of any cost incurred by the Developer to satisfy its obligations under this Agreement.

E. Replenishment of Security. If at any time the Village reasonably determines that i) the funds remaining in the Performance Security are not, or may not be, sufficient to pay in full the remaining unpaid cost of all Public Improvements, or ii) the funds remaining in the Guaranty Security are not, or may not be, sufficient to pay all unpaid costs of correcting any and all defects and deficiencies in the Public Improvements, then, within ten (10) days after a demand by the Village, the Developer shall increase the amount of the cash deposit or security instrument to an amount reasonably determined by the Village Manager to be sufficient to pay the unpaid costs of correcting defects and deficiencies.

F. Replacement of Security. If at any time the Village reasonably determines that the institution issuing the Performance Security or Guaranty Security is unable to meet any federal or state requirement for reserves, is insolvent, is in danger of becoming any of the foregoing, or is otherwise in danger of being unable to honor the appropriate letter of credit at any time during its term, or if the Village otherwise reasonably deems itself to be insecure, then the Village shall have the right to demand that the Developer provide replacement security instruments from a financial institution or surety satisfactory to the Village. The replacement security instrument shall be deposited with the Village not later than ten (10) days after the demand. After deposit of the

replacement security instrument, the Village shall surrender the original security instrument to the Developer.

G. Use of Funds in the Event of Breach of Agreement. If the Developer fails or refuses to complete the Development in accordance with this Agreement, or fails or refuses to correct any defect or deficiency in the Public Improvements as required by Section 6 of this Agreement, or fails or refuses to restore property in accordance with a demand made pursuant to Section 6 of this Agreement, or in any other manner fails or refuses to meet fully any of its obligations under this Agreement, then the Village may, in its sole and absolute discretion, draw on security instrument provided pursuant to this Agreement or the Requirements of Law, according to the specific terms set forth in the security instrument, and use the funds according to the terms of the surety.

H. Village Lien Rights. If any money or other consideration due from the Developer to the Village pursuant to this Agreement is not either recovered from any security instrument provided for in this Section 10 or paid or conveyed to the Village by the Developer within ten (10) days after a demand for payment or conveyance, then the money, together with interest at the maximum rate permitted by law and costs of collection, including reasonable legal fees and administrative expenses, shall become a lien on the Subject Property, and the Village shall have the right to collect the amount or value, with applicable interest and costs, including reasonable legal fees and administrative expenses, and the right to enforce the lien in the manner provided by law for mortgage foreclosure proceedings. The lien shall be subordinate to the lien of any first mortgage now or hereafter placed on the Subject Property; provided, however, that the lien subordination shall apply only to charges that have become due and payable prior to a sale or transfer of the Subject Property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure, but the sale or transfer shall not relieve the Subject Property from liability for any charges thereafter becoming due, nor from the lien of any subsequent charge.

I. Developer's Assistance in the Event of Breach of Agreement. In the event the Village exercises its rights under the Performance Security or Guaranty Security, then the Developer will cooperate with the Village's efforts to collect funds under the security instrument(s) for completion of the Development or remedying the default according to the terms of this Agreement.

J. Survival of Performance Security and Guaranty Security Obligations. The Performance Security and Guaranty Security obligations set forth in this Section 10 shall survive the expiration of this Agreement; provided, however, upon completion of the Public Improvements, acceptance thereof by the Village and conclusion of any guaranty period under Subsection 6(B) of this Agreement, Developer's Guaranty Security obligations under this Section 10 shall be satisfied.

Section 11. Liability, Indemnity of Village, and Insurance.

A. Village Review. The Developer acknowledges and agrees that the Village is not, and shall not be, in any way liable for any damages or injuries to Developer that may be sustained as the result of the Village's review and approval of any plans for the Subject Property or the Public Improvements, or the issuance of any approvals, permits, certificates, or acceptances for the Development or use of the Subject Property or the Public Improvements, and that the Village's

review and approval of those plans and the Public Improvements and issuance of those approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed to insure the Developer, or any of its heirs, successors, assigns, tenants, and licensees, or any other Person, against damage or injury of any kind at any time.

B. Village Procedure. The Developer acknowledges and agrees that notices, meetings, and hearings have been properly given and held by the Village with respect to the approval of this Agreement and agrees not to challenge the Village's approval of this Agreement on the grounds of any procedural infirmity or of any denial of any procedural right.

C. Indemnity. The Developer agrees to defend, hold harmless, and indemnify the Village, the Corporate Authorities, the Village Plan Commission, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims, liabilities, damages, penalties, and costs that may be asserted at any time against any of them, or awarded against them, in connection with (i) the Village's review and approval of any plans for the Subject Property or the Public Improvements; (ii) the issuance of any approval, permit, or certificate; and (iii) the Developer's Construction of the Development; or (iv) this Agreement.

D. Defense Expense. The Village shall provide the Developer written notice of any claim for which the Village may seek indemnification or to be held harmless within ten (10) days of obtaining notice of a claim. The Developer shall have the right to hire counsel of its choosing, with consent of the Village, and to control defense of any claim or to settle any claim provided that the Village shall have the right to participate in the defense and settlement of the claim. The Village shall provide Developer timely notice of any defense to a claim so as to avoid prejudice. Failure of the Village to tender timely notice or defense of a claim shall waive any obligation of Developer to indemnify, defend, and hold harmless the Village. In the event that the Village retains defense of any claim the Developer shall, and does hereby agree to, pay all expenses, including without limitation all reasonable legal fees, incurred by the Village in defending itself with regard to any and all of the claims referenced in Section 11(C) of this Agreement, provided that Developer shall have the right to participate in said defense and approval of any settlement of a claim.

E. Insurance.

1. Liability Insurance Prior to Completion. Prior to issuance of a building permit, Developer shall procure and deliver evidence of such policies to the Village, at Developer's cost and expense, and shall maintain in full force and effect through completion of construction of the Development, a policy or policies naming the Village of Glen Ellyn, together with its officers, agents, employees, contractors, attorneys, and engineers as additional primary, non-contributory named insureds. All such policies shall be in such form and issued by such companies as shall be reasonably acceptable to the Village, and any insurance carried by the Village for like risks shall be secondary and in excess of the insurance required hereby. All policies shall be written on a "per occurrence" basis. The Developer shall procure and maintain insurance for protection from claims under worker's compensation

acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any Person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, alleged to arise from the Developer's negligence in the performance of services under this Agreement. Developer's certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to the Village. Developer shall promptly forward new certificate(s) of insurance evidencing the coverage(s) required herein upon annual renewal of the subject policies. Failure of the Developer to supply a valid certificate of insurance, or if a previously valid certificate of insurance has expired and is not replaced, is grounds for issuance of a stop work order, in addition to all other remedies available at law or in equity, until such time as a valid certificate of insurance is provided. Failure of the Village to collect or demand a certificate of insurance shall not be deemed a waiver of the requirement to provide one. The limits of liability for the insurance required by this Subsection shall not be less than the following:

Workmen's Compensation Insurance:

All Liability imposed by Workmen's Compensation statute

Employer's Liability Insurance \$1,000,000

Contractual Liability Insurance \$1,000,000

Completed Operations Insurance \$ 500,000

Owned, Hired, and Non-Ownership Vehicle, Bodily Injury and Property Damage to the following Limits:

Commercial General Liability	\$2,000,000 (each occurrence)
Bodily Injury	\$2,000,000 (each person) \$2,000,000 (each accident)
Property Damage	\$2,000,000 (each accident)
Automobile Liability	\$1,000,000 combined single limit (each accident)
Umbrella Liability	\$7,500,000 (each occurrence)
	\$7,500,000 (aggregate)

2. Developer's Risk Prior to Completion. Prior to Substantial Completion of the Development, Developer shall keep in force at all times builders risk insurance on a completed value basis, in non-reporting form, against all risks of physical loss, including collapse, covering the total value of work performed and equipment, supplies and materials furnished for the Development (including on-site stored materials), all as to work by Developer. Such insurance policies shall be issued by companies satisfactory to the Village. Such policies shall contain a provision that the

same will not be canceled or materially amended without prior written notice to the Village.

3. Developer's Ongoing Obligations. Throughout this Agreement's term, the Developer shall maintain in full force and effect insurance, in a form and amount approved by the Village Attorney, sufficient to cover the replacement cost of the Development in the event the Development is destroyed in whole or in part. The Developer shall be obligated to use the insurance proceeds to reconstruct the Development and make it habitable again, consistent with the Development Plans.

Section 12. Nature, Survival, and Transfer of Obligations.

A. All obligations assumed by the Developer under this Agreement shall be binding on the Developer individually, on any and all of the Developer's successors, and assigns, and on any and all of the respective successor legal or beneficial owners of all or any portion of the Subject Property. To assure that the Developer's successors, and assigns, and successor owners of all or any portion of the Subject Property have notice of this Agreement and the obligations created by it, the Developer shall:

1. Deposit with the Village Clerk, contemporaneously with the Village's approval of this Agreement, any consents or other documents necessary to authorize the Village to record this Agreement in the office of the Recorder of DuPage County; and
2. Notify the Village in writing at least thirty (30) days prior to any date after which the Developer transfers a legal or beneficial interest in any portion of the Subject Property to any Person not a party to this Agreement; and
3. Incorporate, by reference, this Agreement into any and property sales contracts entered into for the sale of all or any portion of the Subject Property to a Person not a party to this Agreement; and
4. Require, prior to the transfer of all or any portion of the Subject Property, or any legal or equitable interest in the Subject Property to any Person not a party to this Agreement, the transferee to execute an enforceable written agreement, in substantially the form attached to this Agreement as **Exhibit M**, agreeing to be bound by this Agreement ("*Transferee Assumption Agreement*"), and to provide the Village, after request, with reasonable assurance of the financial ability of the transferee to meet those obligations as the Village may require;

Provided, however, that the requirements stated in the four preceding clauses shall not apply to any lease for a portion of the Subject Property irrespective of the status of Substantial Completion. The Village agrees that after a successor becoming bound to the personal obligation created in the manner provided in this Agreement and providing the financial assurances required in this Section 12, the individual liability of the Developer shall be released to the extent of the transferee's

assumption of liability. The failure of the Developer to provide the Village with a fully executed copy of a Transferee Assumption Agreement with the transferee's proposed assurances of financial capability before completing the transfer shall result in the Developer remaining fully liable for all of the Developer's obligations under this Agreement but shall not relieve the transferee of its liability for those obligations as a successor to the Developer.

B. Notwithstanding the provisions of Section 12(A), the Developer may sell, assign, or pledge its rights to the TIF Incentive to a Qualified Investor approved by the Village Manager, via a Qualified Transfer approved by the Village Manager.

Section 13. Term With the exception of Sections 5, 6, 10, 11, 12, 13, and 14 of this Agreement, this Agreement shall run with and bind the Subject Property until January 1, 2037, unless such term is extended by mutual agreement of the Parties, and shall inure to the benefit of and be enforceable by the Developer and the Village, and any of their respective legal representatives, heirs, successors, and assigns. Agreement Sections 5, 6, 10, 11, 12, 13, and 14 will survive the term set forth in this Section 13 and shall run with and bind the Subject Property in perpetuity, and shall inure to the benefit of and be enforceable by the Developer and the Village, and any of their respective legal representatives, heirs, successors, and assigns. If any of the privileges or rights created by this Agreement would otherwise be unlawful or void for violation of (1) the rule against perpetuities or some analogous statutory provision, (2) the rule restricting restraints on alienation, or (3) any other statutory or common law rules imposing time limits, then the affected privilege or right shall continue only until 21 years after the death of the last survivor of the now living lawful descendants of the current President of the United States, or for any shorter period that may be required to sustain the validity of the affected privilege or right.

Section 14. Enforcement Each Party to this Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement. Developer agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the Village, or any of its elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys, on account of the negotiation, execution, or breach of this Agreement; except to the extent that the Village has committed fraud, exhibited willful or wanton disregard to the right of Developer or the terms of this Agreement, or otherwise acted in bad-faith or in a manner to intentionally prevent Developer from performing under the terms of this Agreement. In addition to every other remedy permitted by law for the enforcement of the terms of this Agreement, the Village will be entitled to withhold the issuance of building permits, certificates of occupancy for any and buildings and structures within the Subject Property, and/or payment or reimbursement of the TIF Incentive, Capital Expense Grant, or other monies authorized by this Agreement at any time the Developer has failed or refused to meet fully any of its obligations under this Agreement. In the event of a judicial proceeding brought by one party to this Agreement against the other party to this Agreement pursuant to this Section 14, the prevailing party shall be entitled to reimbursement from the unsuccessful party of all costs and expenses, including without limitation reasonable attorneys' fees, incurred in connection with the judicial proceeding.

Section 15. General Provisions.

A. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("*e-mail*"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid only to the extent that they are (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 15(A), each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Glen Ellyn
ATTN: Village Manager
535 Duane Street
Glen Ellyn, IL 60137
Fax: 630.469.8849
Email: manager@glenellyninfo.org

With a copy to:

Village of Glen Ellyn
ATTN: Village Attorney
535 Duane Street
Glen Ellyn, IL 60137
Fax: 630.469.8849
Email: gmathews@glenellyn.org

Notices and communications to the Developer shall be addressed to, and delivered at, the following address:

Avere on Duane, LLC
ATTN: Matthew T. Nix and Warren A. James
c/o Reva Development Partners, LLC
116 W. Illinois Street, 7th Floor
Chicago, Illinois 60654
Fax: _____
Email: _____

With a copy to:

Richard F. Klawiter
DLA Piper LLP (US)
444 W. Lake, Suite 900
Chicago, Illinois 60613
Fax: 312-630-7337
Email: Richard.klawiter@dlapiper.com

- B. Time of the Essence. Time is of the essence in the performance of this Agreement.
- C. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.
- D. Non-Waiver. The Parties shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of a Party to exercise at any time any right granted to the Party shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the Party's right to enforce that right or any other right, except as otherwise set forth herein.
- E. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.
- F. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois. Venue for disputes arising from or related to this Agreement, the Development, or the Subject Property shall be in the Illinois Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.
- G. Severability. It is hereby expressed to be the intent of the Parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied,

and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

H. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the Parties relating to the subject matter of this Agreement.

I. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

J. Exhibits. Exhibits A through M attached to this Agreement are, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

K. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all Parties to this Agreement in accordance with all Requirements of Law.

L. Changes in Laws. Unless otherwise provided in this Agreement, any reference to the Requirements of Law shall be deemed to include any modifications of, or amendments to, the Requirements of Law that may occur in the future.

M. Compliance with Laws. Developer agrees to comply with all Requirements of Law when performing any task associated with this Agreement or the Development, including, without limitation, the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, *et seq.* (the "*Wage Act*"). To the extent that the Wage Act applies, the Developer agrees to pay and require every contractor and subcontractor to pay prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with the Act. The Developer shall prominently post the current schedule of prevailing wages at the Subject Property and shall notify immediately in writing all of its contractors and subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to the Developer due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of the Developer and not at the expense of the Village. The Developer agrees to indemnify and hold harmless the Village from any and all claims, damages, fines, fees and penalties arising out of non-compliance with the Requirements of Law, including, without limitation, the Wage Act, by the Developer and its agents, contractors, employees, successors, and assigns.

N. Disclosures. Upon the Village's request, Developer will provide a list of all entities owning a greater than one percent (1%) interest in Developer. Developer will update this information at the request of the Village. Based in part on the information provided by Developer and in part on information from the Village's independent investigation, the Village will affirm that its Corporate Authorities, and all appropriate Village elected and appointed officials, officers, employees, agents and representatives of the Village have or will comply with the disclosure and

conflict-of-interest provisions of the Public Officer Prohibited Activities Act (50 ILCS 105/3), the Act, and the Illinois Governmental Ethics Act (5 ILCS 420).

O. Authority to Execute. The Village hereby warrants and represents to the Developer that the Persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. The Developer hereby warrants and represents to the Village that it has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and to bind the Subject Property as set forth in this Agreement, that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and that neither the execution of this Agreement nor the performance of the obligations assumed by the Developer will (a) result in a breach or default under any agreement to which the Developer is a party or to which it or the Subject Property is bound or (b) violate any statute, law, restriction, court order, or agreement to which the Developer or the Subject Property are subject.

P. Standard of Performance. Developer's performance pursuant to this Agreement shall exhibit the same level of care, competence, judgment, and diligence that is reasonably expected of a real estate development firm in the Chicago Metropolitan Statistical Area that has experience which developments that are equally and more complex than the Development. The Development shall be constructed in a good and workmanlike manner and in compliance with (a) all Village ordinances, rules, and regulations; and (b) this Agreement. All improvements associated with the Development or the Subject Property shall be new and of the best grade of their respective kinds for their intended purpose.

Q. No Third Party Beneficiaries. Nothing herein, express or implied, is intended to or shall confer upon any other person, entity, company, or organization, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

R. Recording. After the Developer has paid to the Village the amounts due pursuant to Section 9 of this Agreement and the Developer has paid to the Village an amount sufficient to cover the cost of recording this Agreement, all necessary ordinances, plats, and other instruments, the Village shall promptly cause this Agreement to be recorded in the office of the Recorder of DuPage County.

S. Counterparts. This Agreement may be executed in counterpart, each of which shall constitute an original document, which together shall constitute one and the same instrument.

T. Freedom of Information Act. Developer agrees to maintain, without charge, all records and documents concerning or relating to this Agreement, the Subject Property, the Development, and the Village in accordance with the Freedom of Information Act ("FOIA") 5 ILCS 140/1, *et seq.* Upon the Village's request, the Developer shall produce all records requested by the Village within the timeframe requested by the Village, and if additional time is needed to compile the requested records, the Developer shall promptly notify the Village. In the event that either party is found to have not complied with FOIA due to the other party's failure to produce documents or otherwise appropriately respond to a request under the Act, then the party failing to produce and/or respond shall indemnify and hold harmless the other party, and pay all amounts determined to be due, including, but not limited to, fines, costs, attorneys' fees and penalties

U. Force Majeure. Whenever any performance that is required hereunder shall be delayed at any time by Force Majeure, then the party excused from performance shall be excused from performance: 1) only after delivery of notice to the other party, which notice shall identify the nature of the Force Majeure event and the anticipated duration of the delay due to the Force Majeure event; 2) only during the duration of the Force Majeure event; and 3) only so long as the party whose performance is impaired continues to take reasonable steps to mitigate the effect of the Force Majeure Event and to substantially perform despite the occurrence of the Force Majeure Event.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed on the date first above written.

AVERE ON DUANE, LLC, an Illinois limited liability company

By **AVERE DUANE MANAGER, LLC**, an Illinois limited liability company, its manager

By **REVA DEVELOPMENT PARTNERS, L.L.C.**, an Illinois limited liability company, its manager

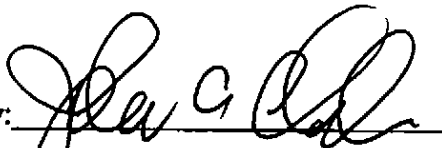


By: Matt Nix

Its: Manager

ATTEST:

VILLAGE OF GLEN ELLYN, an Illinois municipal corporation

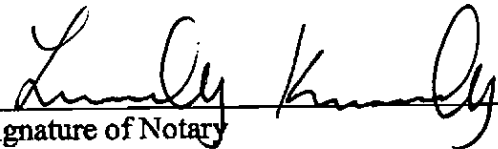
By: 
Its: Village Clerk

By: 
Its: Village President

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

This instrument was acknowledged before me on July 23, 2019, ~~2018~~,
by **DIANE MCGINLEY**, the President of the **VILLAGE OF GLEN ELLYN**, an Illinois
municipal corporation, and by **JOHN CHERESKIN**, the Village Clerk of said municipal
corporation.

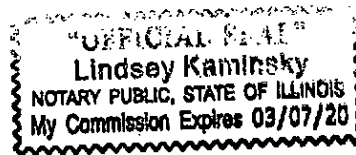


Signature of Notary

SEAL

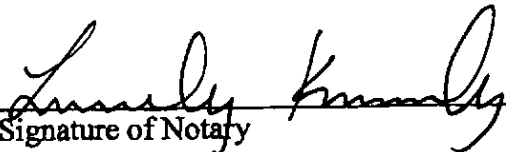
My Commission expires:

03/07/2020



STATE OF ILLINOIS)
) SS.
COUNTY OF DuPage)

The foregoing instrument was acknowledged before me on
July 23 2019, by Matt Nix the Manager and
the _____ of **AVERE ON DUANE, LLC**, an Illinois limited
liability company, as their free and voluntary act in their capacities as officers of said company for
the uses and purposes herein.



Signature of Notary

SEAL

My Commission expires:

03/07/2020

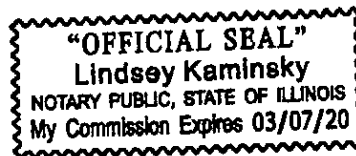


Exhibit List:

- A. Subject Property depiction
- B. Subject Property legal description
- C. Development plans (Exs. C1-C6)
- D. Public improvements
- E. Zoning entitlement ordinance
- F. Construction schedule
- G. Construction site rules of conduct
- H. Debt / equity schedule
- I. TIF eligible costs
- J. Certificate of TIF reimbursable project costs
- K. Budget
- L. Irrevocable standby letter of credit
- M. Transferee assumption agreement

4838-1963-1469, v. 1



Avere on Duane Development Site



Map created on: July 1, 2019

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Disclaimer: This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently verify for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.

LEGAL DESCRIPTIONS

443 DUANE STREET

LOTS 9, 10, 11 AND 12 IN BLOCK 3 IN GLENWOOD, BEING C.A. PHILLIPS SUBDIVISION OF PART OF SECTION 10 AND PART OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 22, 1873 AS DOCUMENT 16688, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-11-325-005; and

435 DUANE STREET

LOTS 7 AND 8 IN BLOCK 3 IN GLENWOOD, BEING C.A. PHILLIPS SUBDIVISION OF PART OF SECTION 10 AND PART OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 22, 1873 AS DOCUMENT NUMBER 16688, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-11-325-004; and

431-433 DUANE STREET

LOT 5 AND 6 IN BLOCK 3 IN GLENWOOD, BEING C.A. PHILLIPS SUBDIVISION OF PART OF SECTION 10 AND PART OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 22, 1873 AS DOCUMENT NUMBER 16688, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-11-325-003; and

427-429 DUANE STREET

LOT 3 AND 4 IN BLOCK 3 IN GLENWOOD, BEING C.A. PHILLIPS SUBDIVISION OF PART OF SECTION 10 AND PART OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 22, 1873 AS DOCUMENT NUMBER 16688, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-11-325-002; and

431 MELROSE AVENUE

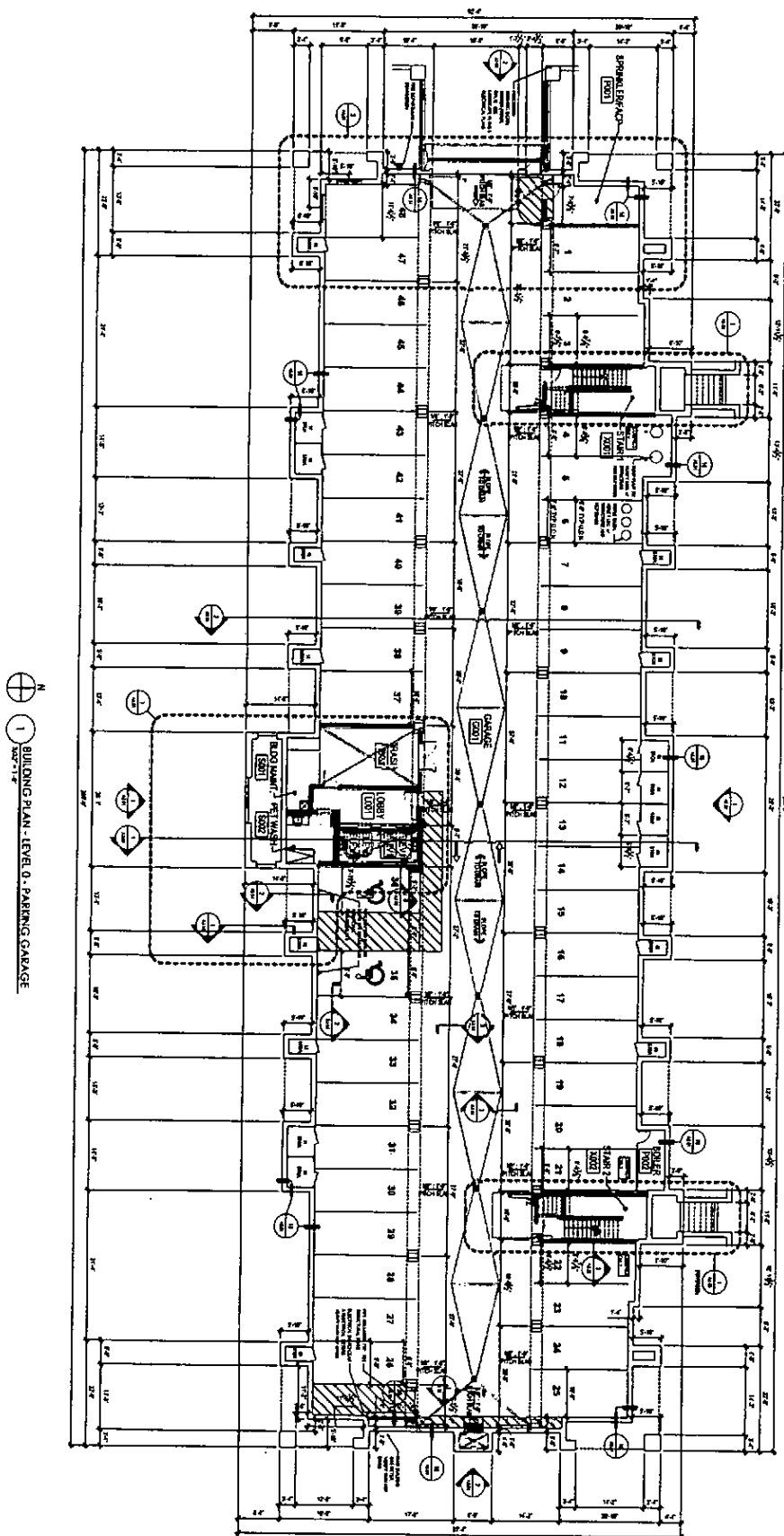
LOTS 1 AND 2 IN BLOCK 3 IN GLENWOOD, BEING C.A. PHILLIPS SUBDIVISION OF PART OF SECTION 10 AND PART OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 22, 1873 AS DOCUMENT NUMBER 16688, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-11-325-001; and

425 MELROSE AVENUE

LOTS 37, 38, 39, 40 IN BLOCK 3 IN GLENWOOD, BEING C.A. PHILLIPS SUBDIVISION OF PART OF SECTION 10 AND PART OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 22, 1873 AS DOCUMENT NUMBER 16688, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.s: 05-11-325-006, 05-11-325-022, & 05-11-325-023



BUILDING PLAN NOTES

- [illegible]

ISSUE DATE: 12/28/2018

REVISIONS

Country	1950	1960	1970	1980	1990	2000	2010	2020	2030	2040	2050
Japan	7	8	10	12	14	16	18	20	22	24	26
Germany	10	11	12	13	14	15	16	17	18	19	20
France	11	12	13	14	15	16	17	18	19	20	21
Italy	12	13	14	15	16	17	18	19	20	21	22
Spain	13	14	15	16	17	18	19	20	21	22	23
Sweden	14	15	16	17	18	19	20	21	22	23	24
United Kingdom	15	16	17	18	19	20	21	22	23	24	25
United States	16	17	18	19	20	21	22	23	24	25	26
Canada	17	18	19	20	21	22	23	24	25	26	27
South Korea	18	19	20	21	22	23	24	25	26	27	28
China	19	20	21	22	23	24	25	26	27	28	29
India	20	21	22	23	24	25	26	27	28	29	30
Brazil	21	22	23	24	25	26	27	28	29	30	31
South Africa	22	23	24	25	26	27	28	29	30	31	32
Indonesia	23	24	25	26	27	28	29	30	31	32	33
Nigeria	24	25	26	27	28	29	30	31	32	33	34
Kenya	25	26	27	28	29	30	31	32	33	34	35
Uganda	26	27	28	29	30	31	32	33	34	35	36
Zambia	27	28	29	30	31	32	33	34	35	36	37
Malawi	28	29	30	31	32	33	34	35	36	37	38
Sierra Leone	29	30	31	32	33	34	35	36	37	38	39
Liberia	30	31	32	33	34	35	36	37	38	39	40
Ghana	31	32	33	34	35	36	37	38	39	40	41
Senegal	32	33	34	35	36	37	38	39	40	41	42
Guinea	33	34	35	36	37	38	39	40	41	42	43
Sierra Leone	34	35	36	37	38	39	40	41	42	43	44
Liberia	35	36	37	38	39	40	41	42	43	44	45
Ghana	36	37	38	39	40	41	42	43	44	45	46
Senegal	37	38	39	40	41	42	43	44	45	46	47
Guinea	38	39	40	41	42	43	44	45	46	47	48
Sierra Leone	39	40	41	42	43	44	45	46	47	48	49
Liberia	40	41	42	43	44	45	46	47	48	49	50
Ghana	41	42	43	44	45	46	47	48	49	50	51
Senegal	42	43	44	45	46	47	48	49	50	51	52
Guinea	43	44	45	46	47	48	49	50	51	52	53
Sierra Leone	44	45	46	47	48	49	50	51	52	53	54
Liberia	45	46	47	48	49	50	51	52	53	54	55
Ghana	46	47	48	49	50						

1998年12月15日

【解答】

AVERE ON DUANE

437 DUANE STREET
GLEN ELLYN, IL 60137



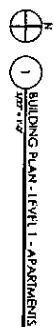
REVA
KINGDOM OF SWEDEN
PARTS OF THE

APT
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BSB
Business School



1. Atrial fibrillation, atrial flutter, and ventricular tachycardia, ventricular fibrillation, and ventricular standstill.
2. Atrial premature complexes, premature ventricular contractions, ST-T wave depression, and ST-T wave elevation.
3. Atrial premature complexes, premature ventricular contractions, and ventricular tachycardia.
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20. Atrial premature complexes, premature ventricular contractions, and ventricular tachycardia.

REVIEWING

NOTES ON CONTRIBUTORS

● 2019年10月1日起，新到图书一律按9折销售。



A1.01

Model 1: Standard length 300-350	Model 2: Standard length 300-350
Product 1: 100%	Product 2: 100%
Price 1: 100%	Price 2: 100%
Cost 1: 100%	Cost 2: 100%
Revenue 1: 100%	Revenue 2: 100%
Profit 1: 100%	Profit 2: 100%
Loss 1: 100%	Loss 2: 100%
Breakdown: 100%	Breakdown: 100%

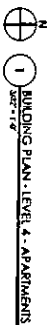


[illegible]

Abstract

A1.02



[illegible]

ISSUE DATE: JULY 2013

THE WEEK

NAME _____
ADDRESS _____
CITY _____
STATE _____
ZIP _____
PHONE _____



REVA
 日本リバーランド株式会社
 日本リバーランド株式会社

AVERE ON DUANE

437 DUANE STREET
GLEN ELLYN, IL 60137



1941 E. Avenue Road, Suite 704
Pittsford, N. York
645/794-2000

A1.04

South Elevation

CAST STONE MASONRY
UNITS TO MATCH INSULTECH
ALUMINUM STOREFRONT:
KYNAR MEDIUM BRONZE

CAST STONE

SLIDING DOORS:
JELD-WEN DESERT SAND

EIF S. SW-7063
GRAY AREA

EIF S. TRIM SW-7051
ANALYTICAL GRAY

CUTTER AND DOWNSPOUT
SYSTEM TO MATCH TRIM

EIF S. SW-7063
ADAPTIVE SHADE

ARCHITECTURAL
SHINGLES OWENS
CORNING ESTATE GRAY

EIF S. TRIM SW-7051
ANALYTICAL GRAY

BRICK VENEER:
GLEN-GERRY
NORTHBRIDGE

PREPRESSED METAL
PAINTING SYSTEM TO
MATCH TRIM

WINDOWS:
JELD-WEN DESERT SAND

ARCHITECTURAL
SHINGLES OWENS CORNING
ESTATE GRAY

EIF S. SW-7063
ADAPTIVE SHADE

EIF S. TRIM SW-7051
ANALYTICAL GRAY

BRICK VENEER:
GLEN-GERRY
NORTHBRIDGE

SLIDING DOORS:
JELD-WEN
DESERT SAND

CAST STONE BANDING

PREPRESSED METAL
PAINTING SYSTEM
COLOR TO MATCH TRIM

INSULTECH ICMS
BLOCK UNITS
COLOR DOVE

EIF S. SW-7062 GRAY AREA

East Elevation

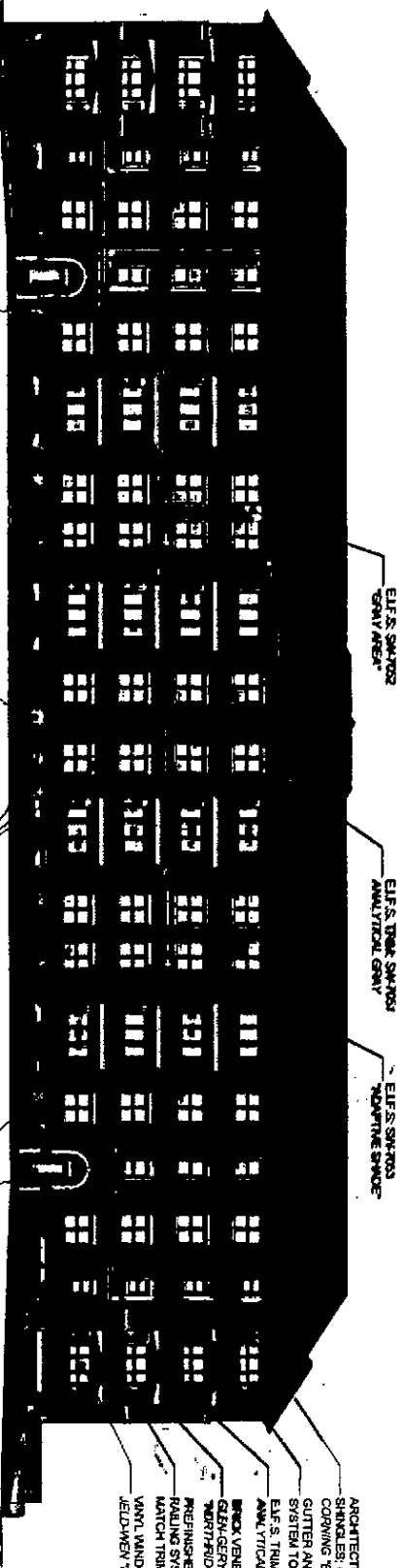
Character Elevations

AVERE ON DUANE

Glen Ellyn, IL

June 11, 2019

North Elevation



ARCHITECTURAL SHINGLES: OWENS CORNING ESTATE GRAY
 ELF S. SW-7053
 "ADAPTIVE SPACE"
 ELF S. TRIM SW-7054 ANALYTICAL GRAY
 BRICK VENEER: GLEN-GERY "NORTHBRIDGE"
 SLIDING DOORS: JELD-WEN DESERT SAND
 CAST STONE BANDING
 PREFINISHED METAL RAILING SYSTEM COLOR TO MATCH TRIM
 INSULTECH IONS BLOCK UNITS COLOR DOVE
 ELF S. SW-7052 GRAY AREA
 CAST STONE
 HOLLOW METAL DOOR TO MATCH TRIM SW-7051 ANALYTICAL GRAY
 SLIDING DOORS: JELD-WEN DESERT SAND

West Elevation

OVERHEAD GARAGE DOOR
 HOLLOW METAL DOOR TO MATCH TRIM SW-7051 ANALYTICAL GRAY

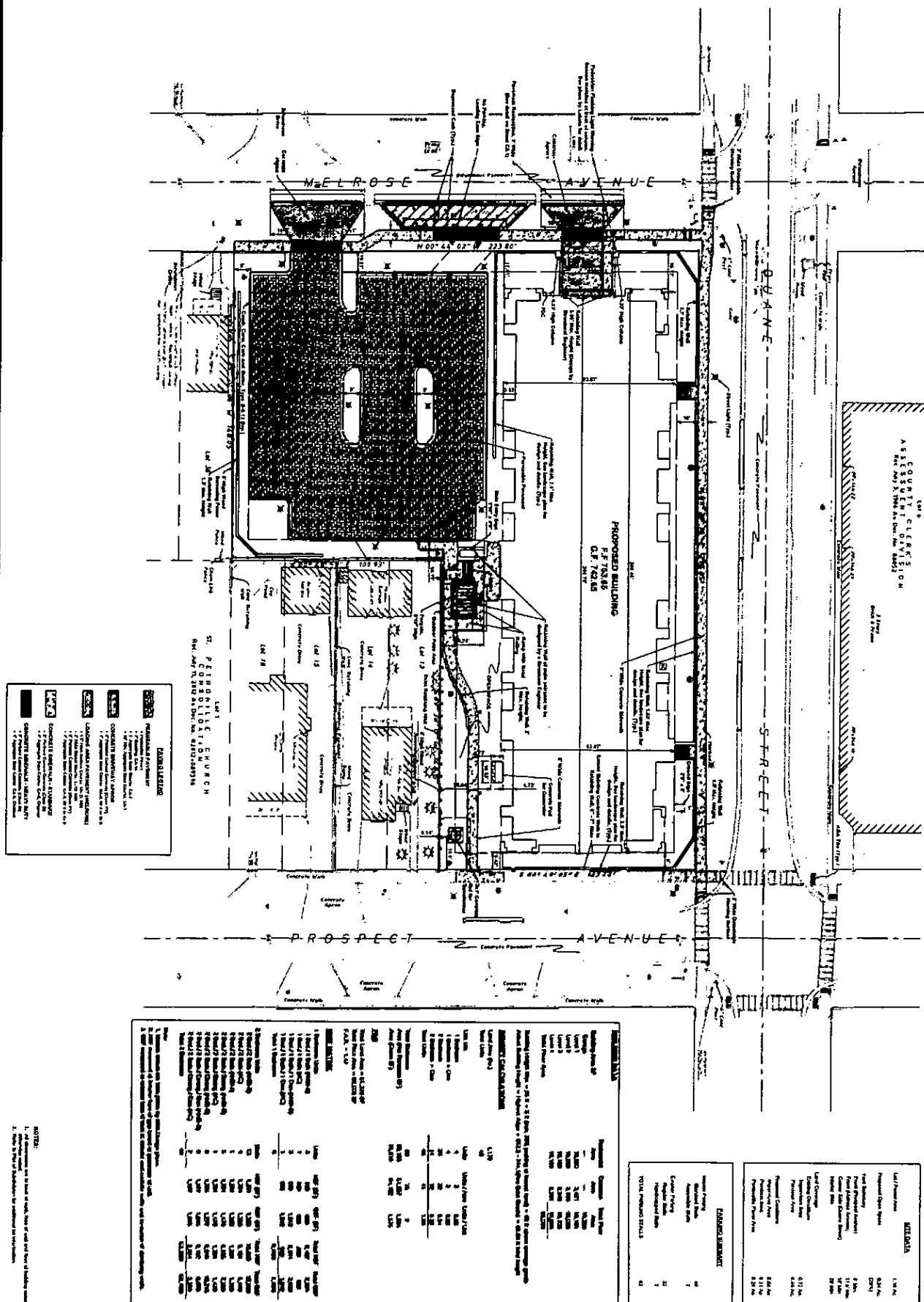
Character Elevations

AVERE ON DUANE
 Glen Ellyn, IL

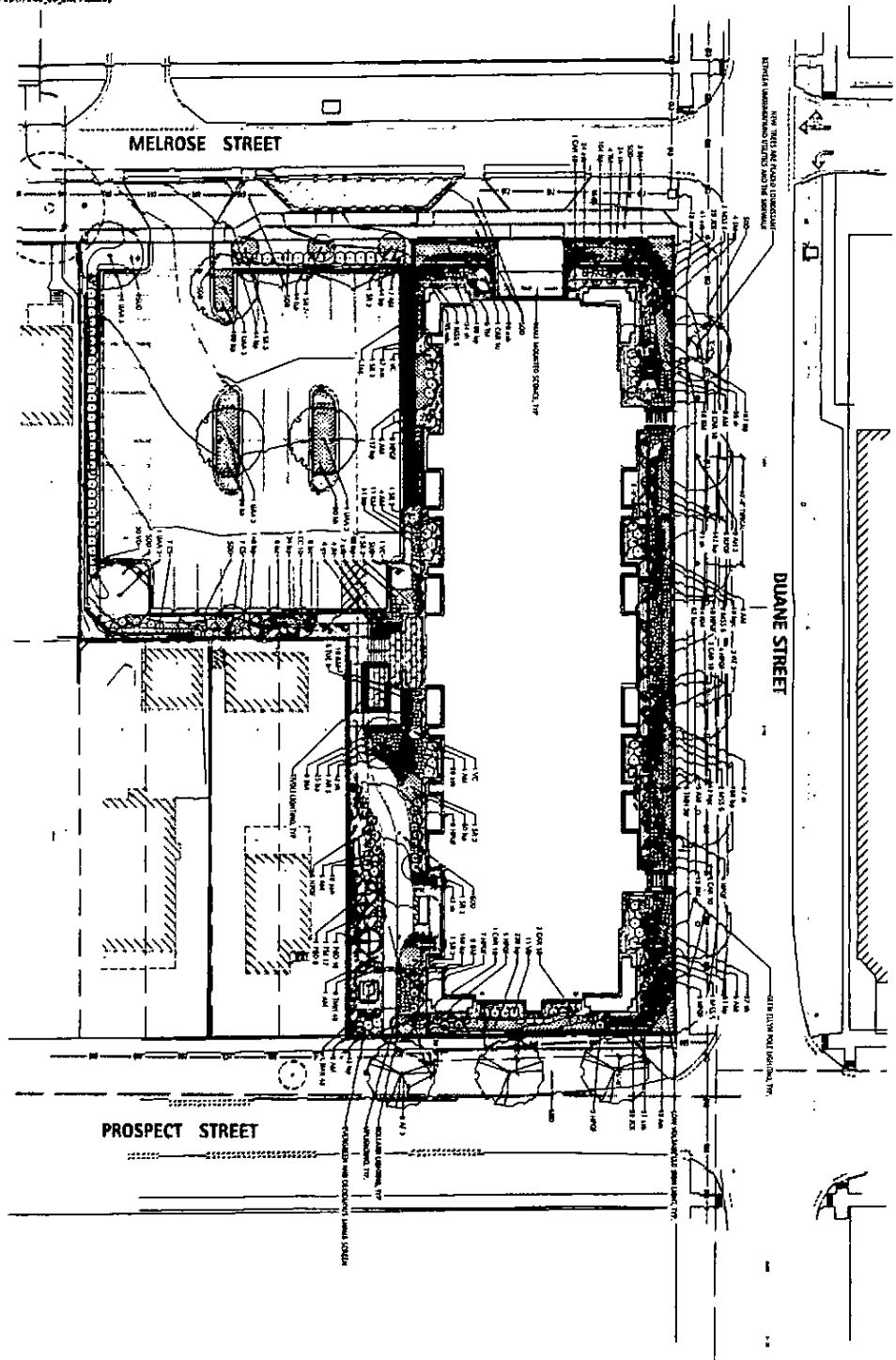
The drawings presented are a statement of design and intent only. They are subject to change without notice. The design is intended to be a guide only. The final design is subject to change without notice. The design is intended to be a guide only. The final design is subject to change without notice.

June 11, 2019





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- LEGEND**
- 1. Existing Tree to be Retained
 - 2. New Tree to be Planted (See Detail 1, Schedule 1)
 - 3. Existing Tree to be Removed (See Detail 2, Schedule 1)
 - 4. New Tree to be Planted (See Detail 1, Schedule 1)
 - 5. Existing Tree to be Retained (See Detail 1, Schedule 1)
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THE LAKOTA GROUP.

1000 Broadway Street
 Suite 200
 Minneapolis, MN 55402
 Tel: 612.467.7444
 Fax: 612.467.7444
 Email: info@lakotagroup.com

REVA DEVELOPMENT PARTNERS LLC
 PROJECT
 427 Duane St.
 Duane
 55401, Minnesota 55401

CONTRACTOR
 427 Duane St.
 Duane
 55401, Minnesota 55401

NOT FOR CONSTRUCTION

DATE
 17/04/2015

ISSUED
 17/04/2015

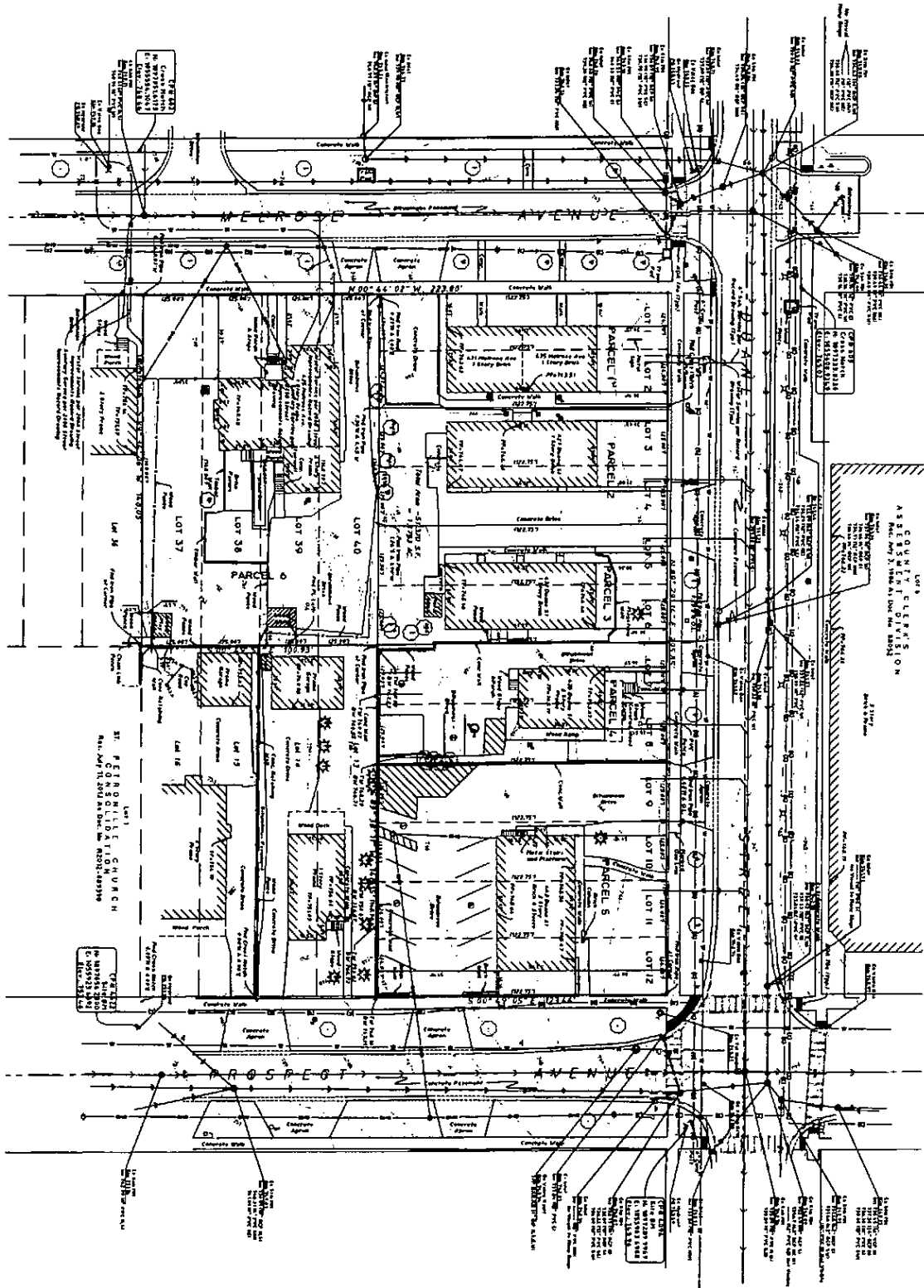
REVISIONS

CONTRACTED BY
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LANDSCAPE PLAN

SCALE
 1" = 10'

13.0



EXISTING CONDITIONS SITE PLAN

AVERE ON DUANE SITE IMPROVEMENT PLANS

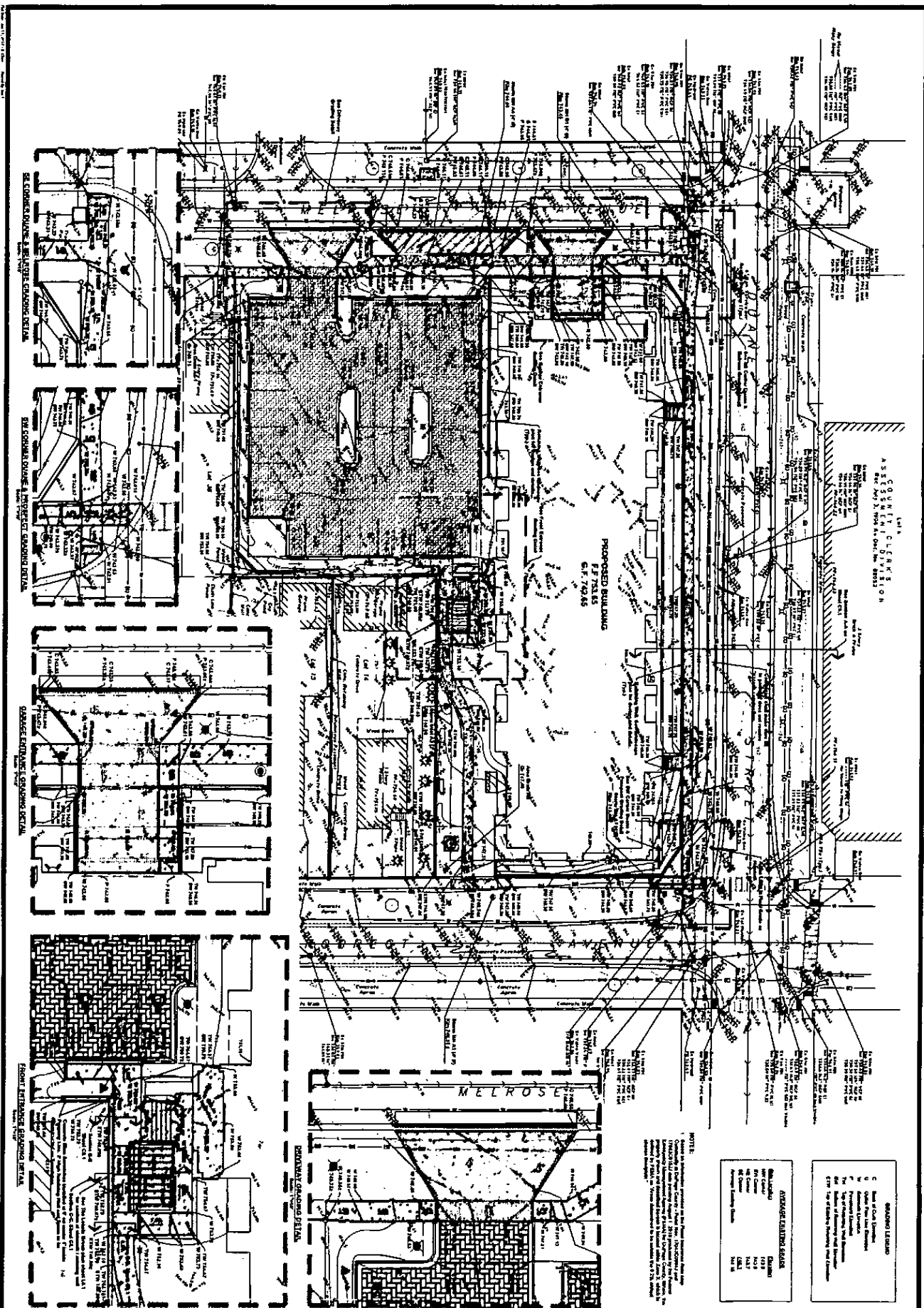

HAEGER ENGINEERING
 consulting engineers • land surveyors

188 Deer Run Parkway, Schaumburg, IL 60197 Tel: 617 354-6480 Fax: 617 354-6488
 Stress Professional Design Firm, License No. 134-000137

7	28.3.2019	Village Saratu
1	28.3.2019	Village Gerdie
No.	Date	Location

Wings: 20-25

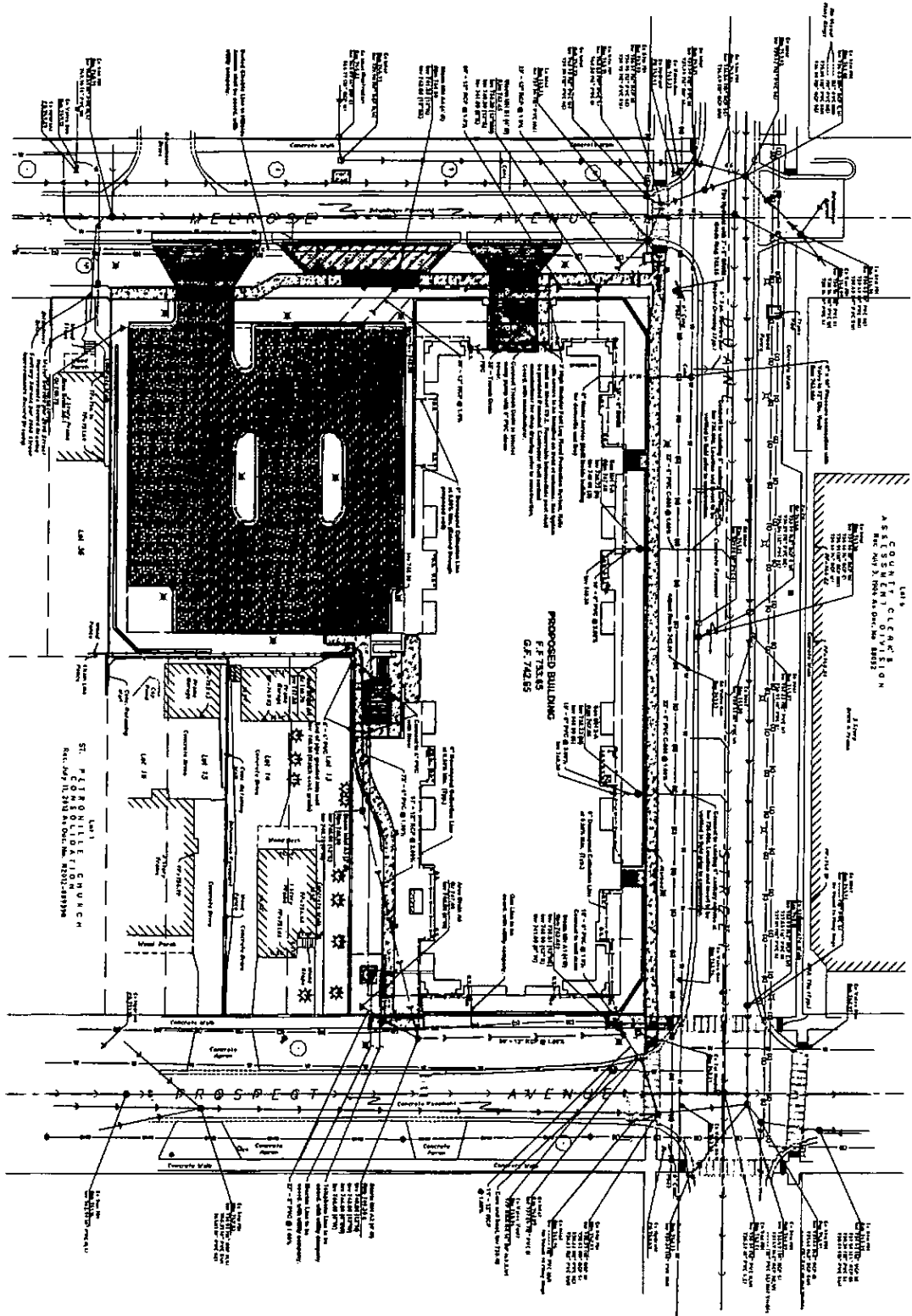




COUNTY CLERK'S
ASSESSMENT DIVISION
100 N. 1st St., Room 100, St. Paul, MN 55101

REVISIONS	
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2	Issue for Public Review
3	Issue for Public Review
4	Issue for Public Review
5	Issue for Public Review
6	Issue for Public Review
7	Issue for Public Review
8	Issue for Public Review
9	Issue for Public Review
10	Issue for Public Review

ATTACHED EXHIBITS	
1	Site Plan
2	Grading Plan
3	Drainage Plan
4	Foundation Plan
5	Structural Plan
6	Electrical Plan
7	Plumbing Plan
8	Mechanical Plan
9	Other
10	Other



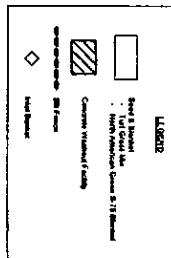
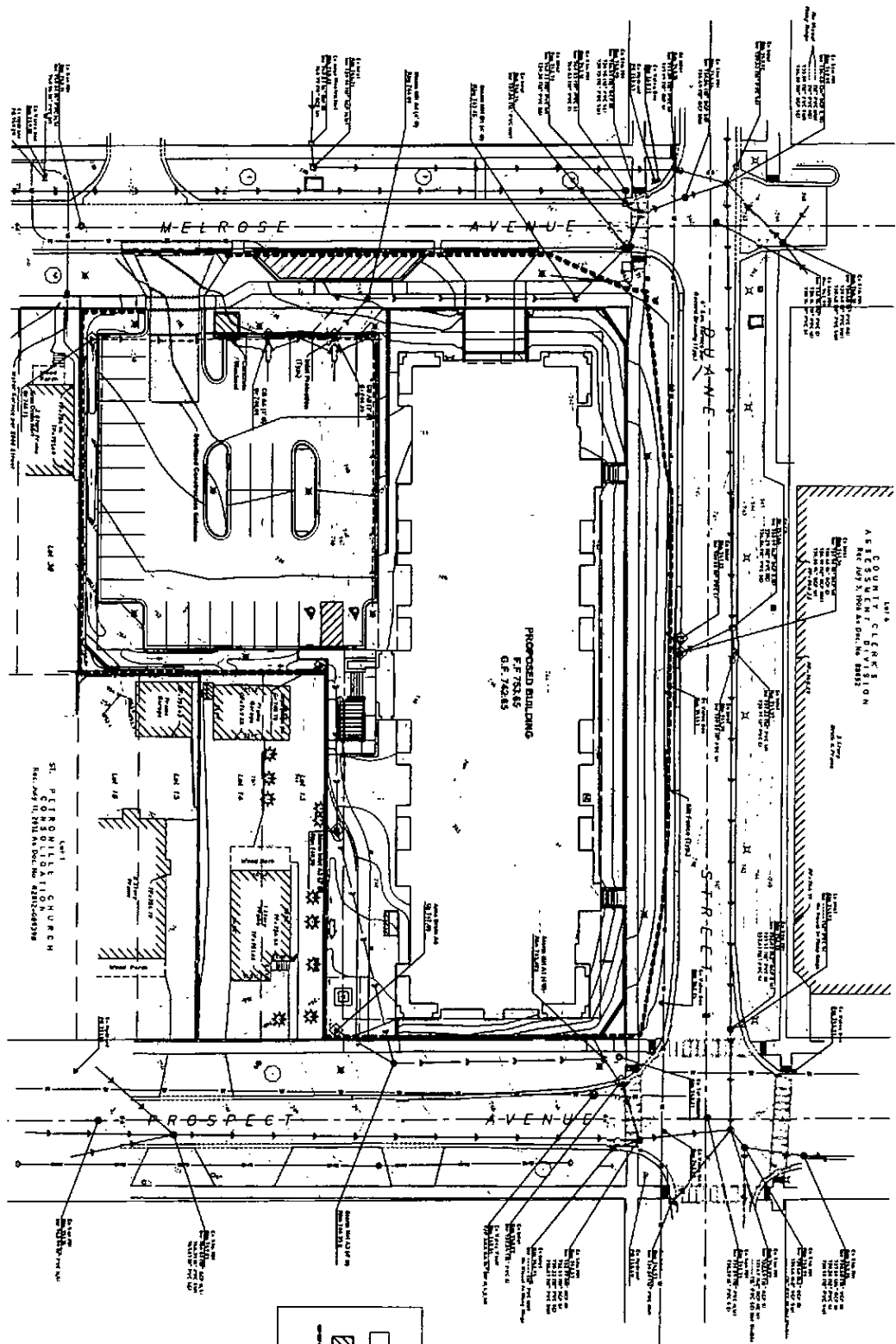
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UTILITY PLAN
AVERE ON DUANE
SITE IMPROVEMENT PLANS
 OLIN RUTH, KANSAS

HAEGER ENGINEERING
 consulting engineers & land surveyors
 100 East Main Street, Suite 100, Olathe, KS 66045
 Phone: (913) 765-1100 Fax: (913) 765-1101
 Email: info@haeger-engineering.com

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P.L.N. No. 05-0-325-001
 05-0-325-002
 05-0-325-003
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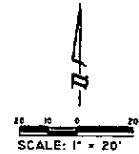
NAME PLAT NO.
 HAEGER ENGINEERING LLC
 CONSULTING ENGINEERS AND LAND SURVEYORS
 80 EAST STATE PARKWAY
 CHICAGO, IL 60611

AVERE ON DUANE SUBDIVISION

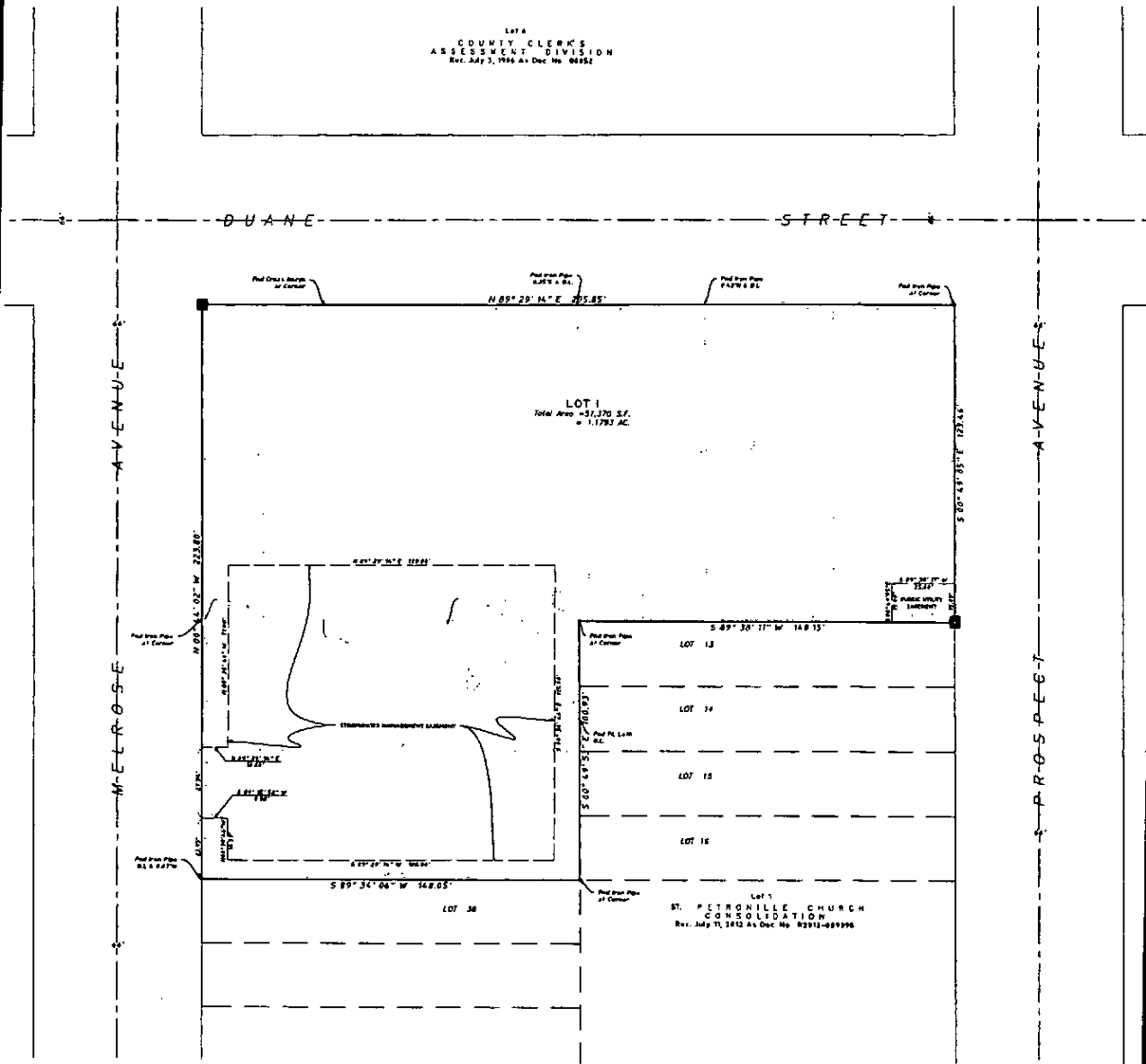
Exhibit "C-6"

OF

BEING A SUBDIVISION OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, AND 17 IN
 BLOCK 2 IN GLENWOOD, BEING C.A. PHILLIPS SUBDIVISION OF PART OF SECTION 18
 AND PART OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 18, EAST OF THE THIRD
 PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 22,
 1879 AS DOCUMENT NUMBER 18996, IN DUANE COUNTY, ILLINOIS



DATA
 COUNTY CLERK'S
 ASSESSMENT DIVISION
 Rec. July 7, 1966 as Doc No. 00552



Surveyor's Notes:

- Field work was completed on December 18, 2017.
- The books of bearing shown herein are based on IAD 82(2017) Block East Zone 1991.
 State Plane Coordinates as referenced from NAD 83 datum.

LOT 1

LEGEND

Underlying Subdivision Lot No.
 New Subdivision Lot No.
 Conveyance Measurement Set
 Property Corner
 Subdivision Boundary Line

Reel Corner Line
 Underlying Lot Lines
 New Easement Lines
 Proposed
 Building Setback Line
 Old Line

PREPARED FOR:

BEING NEW TAX BILL TO:

WARRANTED BY AND RETURN TO:
 VILLAGE OF GLEN ELEVY
 800 DUANE STREET
 GLEN ELEVY, IL 60040

HAEGER ENGINEERING
 Consulting Engineers
 80 East State Parkway, Suite 100, Chicago, IL 60611
 Tel: 312.344.4444 Fax: 312.344.4444
 Email: info@haeger-engineering.com Website: www.haeger-engineering.com

AVERE ON DUANE SUBDIVISION

SHEET 2 OF 2

OF

BEING A SUBDIVISION OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

OWNERS CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUANE } 83

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF THE LAND DESCRIBED IN THE ANNEXED PLAT AND DESCRIBED HEREON AS:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

AND THAT HE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED THEREON FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

I HEREBY DEDICATE FOR PUBLIC USE THE LANDS SHOWN ON THIS PLAT FOR THORNSHARES, STREETS, ALLEYS, AND FACILITIES, AND I HEREBY ALSO RESERVE FOR THAT COMPANY OR COMPANIES WHICH HAVE BEEN GRANTED BY THE VILLAGE OR OTHER BODIES WITH THE POWER TO DO SO, FRANCHISES WITHIN THE VILLAGE FOR UTILITY SERVICES, INCLUDING NATURAL GAS, ELECTRICITY, TELEPHONE, WATER, SEWER, CABLE AND OTHER SIMILAR UTILITIES THE EASEMENTS, RIGHTS, AND INTERESTS STATED ON THIS PLAT, WHICH ARE ATTACHED HERETO.

THIS IS TO CERTIFY, AS OWNER OF THE PROPERTY DESCRIBED HEREIN AND LEGALLY DESCRIBED ON THE PLAT, THAT I HAVE DETERMINED TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS PROPERTY LIES WHOLLY WITHIN HIGH SCHOOL DISTRICT 81 AND ELEMENTARY SCHOOL DISTRICT 41.

(ADDRESS) _____
DATED THIS _____ DAY OF _____, A.D. 20____
SIGNED _____
OWNER

NOTARY CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUANE } 83

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT _____, PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES AND RESIDENCES ARE SET FORTH IN THE FOREGOING INSTRUMENT AS SUCH OWNERS, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED THE ANNEXED PLAT 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 _____, A.D. 20____

SIGNED _____
NOTARY PUBLIC

COMMISSION EXPIRES: _____ (SEAL)

MORTGAGEE'S CERTIFICATE

STATE OF _____ }
COUNTY OF _____ } 83

PROVISIONS OF A CERTAIN MORTGAGE DATED _____, A.D. 20____, AND RECORDED IN THE RECORDER'S OFFICE OF _____ COUNTY, ILLINOIS, ON THE _____ DAY OF _____, A.D. 20____, AS DOCUMENT NO. _____, DO HEREBY CERTIFY THAT _____, AS MORTGAGEE, APPROVES THE SUBDIVISION OF LAND AND THE GRANTING OF THE EASEMENT(S) DESCRIBED HEREON.

BY _____, ATTEST: _____
ITS _____ ITS _____

NOTARY CERTIFICATE

STATE OF _____ }
COUNTY OF _____ } 83

THE UNDERSIGNED, A NOTARY PUBLIC IN THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT _____, OF _____, WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBMITTED TO THE FOREGOING INSTRUMENT, AS SUCH _____, AND _____, RESPECTIVELY, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID _____, AS MORTGAGEE, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, A.D. 20____

SIGNED _____
NOTARY PUBLIC

COMMISSION EXPIRES: _____ (SEAL)

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUANE } 88

I, _____, COUNTY CLERK OF DUANE COUNTY, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, AND NO DELINQUENT TAX SALES, AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT, GIVEN UNDER MY HAND AND SEAL AT DUANE COUNTY, ILLINOIS.

DATED THIS _____ DAY OF _____, A.D. 20____

SIGNED _____
COUNTY CLERK

VILLAGE ENGINEER'S CERTIFICATE AS TO STREETS, DOMESTIC WATER, AND SANITARY SEWER SYSTEMS

STATE OF ILLINOIS }
COUNTY OF DUANE } 88

I, _____, VILLAGE ENGINEER FOR THE VILLAGE OF GLEN ELYN, DO HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT ALL MATTERS PERTAINING TO THE PLAT REQUIREMENTS AS PRESCRIBED IN THE REGULATIONS CONCERNING PLATS ADOPTED BY THE VILLAGE BOARD OF GLEN ELYN, ILLINOIS, INsofar AS THEY PERTAIN TO THE SUBJECT PLAT, HAVE BEEN COMPLIED WITH BY THE SUBDIVIDER TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE REQUIRED PERFORMANCE SECURITY IS POSTED FOR THE COMPLETION OF THE IMPROVEMENTS CONCERNING SANITARY SEWERAGE SYSTEMS AND DOMESTIC WATER SUPPLY AND TRANSMISSION SYSTEM UNDER JURISDICTION OF THE VILLAGE OF GLEN ELYN, BASED ON ENGINEER'S PLANS AND SPECIFICATIONS PREPARED BY A LICENSED ENGINEER AND APPROVED BY ALL PUBLIC AUTHORITIES HAVING JURISDICTION, EXCEPT _____.

FURTHER, I CERTIFY THAT THE STREET NAMES HAVE BEEN EXAMINED BY ME AND FOUND TO COMPLY WITH THE VILLAGE OF GLEN ELYN REGULATIONS.

DATED AT GLEN ELYN, DUANE COUNTY, ILLINOIS, _____ DAY OF _____, A.D. 20____

SIGNED _____
VILLAGE ENGINEER

SURFACE WATER DRAINAGE CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUANE } 88

WE HEREBY CERTIFY TO THE BEST OF OUR KNOWLEDGE AND BELIEF THAT ADEQUATE PROVISIONS HAVE BEEN MADE FOR THE DIVERSION AND DETENTION OF SURFACE WATERS OVER AND DRAINAGE WITHIN THE RIGHTS OF THE SUBDIVIDER AND THAT SUCH SURFACE WATERS WILL NOT BE DEPOSITED ON ADJACENT LAND OWNERS' PROPERTY IN SUCH CONCENTRATION AS MAY CAUSE DAMAGE BY EROSION OR SETTLEMENT TO SUCH PROPERTY BECAUSE OF CONSTRUCTION OF THE SUBDIVISION.

BY: _____, OWNER, DATED _____
BY: _____, ILLINOIS PROFESSIONAL ENGINEER, NO. _____, DATED _____

UTILITY EASEMENT PROMISORS

AN EXCLUSIVE EASEMENT FOR SERVING THE SUBDIVISION WITH ELECTRICAL AND COMMUNICATIONS SERVICES, GAS, SEWER, WATER, DRAINAGE, AND SANITARY SERVICES IS HEREBY RESERVED FOR AND GRANTED TO:

COMMONWEALTH SEWER COMPANY, THE "SEWER",
THEIR RESPECTIVE LICENSEES, SUCCESSORS AND AGENTS JOINTLY AND SEVERALLY, TO CONSTRUCT, OPERATE, REPAIR, SANITARY, RECONSTRUCT, REPLACE, SUPPLEMENT, RELOCATE AND REMOVE, FROM TIME TO TIME, POLES, DIPS, ANCHORS, SPIRES, CABLES, CONDUITS, PIPES, MANHOLES, TRANSFORMERS, WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, COMMUNICATIONS, SOUND AND SIGNALS, NATURAL GAS, OIL, WATER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DASHED OR DOTTED LINES OR SIMILAR DESIGNATION ON THE PLAT AND MARKED "EASEMENT", "UTILITY EASEMENT", "PUBLIC UTILITY EASEMENT", "P.U.E." OR SIMILAR DESIGNATION. THE PROPERTY DESIGNATED IN THE DECLARATION OF COMMONWEALTH SEWER COMPANY ON THIS PLAT AS "COMMON ELEMENTS", AND THE PROPERTY DESIGNATED ON THE PLAT AS "COMMON AREA OR AREAS", WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHTS TO INSTALL

EXHIBIT D

Public Improvements

AVERE on Duane

6/27/2019

Public Improvements

Demolition & Debris Removal	29,000
Watermain & Storm Sewer Improvements	27,000
Paving (Public walkways, paving, curb/gutter)	38,000
Removal of Power Poles & OHW, Bury Lines	160,000
Light Poles in ROW	36,000
Parkway Trees & Tree Replacement Fees	50,000

Total	340,000
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Village of Glen Ellyn

Ordinance No. _____

**An Ordinance Granting Approval of a
Special Use Permit for a Preliminary and Final Planned Unit
Development, a Special Use Permit, a Zoning Map Amendment, a
Sign Variation, and the Exterior Appearance of a
Multi-Family Residential Development
to be Known as Avere on Duane and
to be Located at
427-443 Duane Street and 425-431 Melrose Avenue
Glen Ellyn, IL 60137**

**Adopted by the
President and the Board of Trustees
Of the Village of Glen Ellyn
DuPage County, Illinois
This _____ Day of _____, 20__.**

Published in pamphlet form by the authority
of the President and Board of Trustees of the
Village of Glen Ellyn, DuPage County, Illinois,
this _____ day of _____, 20__.

PREPARED BY AND MAIL TO:

VILLAGE OF GLEN ELLYN
ATTN: VILLAGE CLERK
535 DUANE STREET
GLEN ELLYN, IL 60137

Ordinance No. _____

**An Ordinance Granting Approval of a
Special Use Permit for a Preliminary and Final Planned Unit
Development, a Special Use Permit, a Zoning Map Amendment, a
Sign Variation, and the Exterior Appearance of a
Multi-Family Residential Development
to be Known as Avere on Duane and
to be Located at
427-443 Duane Street and 425-431 Melrose Avenue
Glen Ellyn, IL 60137**

Whereas, Warren James and Matt Nix of Reva Development Acquisitions, LLC, are the contract purchasers of the six properties commonly known as 427-443 Duane Street and 425 and 431 Melrose Avenue; and

Whereas, Reva Development Acquisitions, LLC, has petitioned the President and Board of Trustees of the Village of Glen Ellyn for approval of the following:

- A. A Special Use Permit for a Preliminary & Final Planned Unit Development in accordance with Section 10-10-15 of the Glen Ellyn Zoning Code and the following deviations to the Glen Ellyn Zoning Code:
1. Section 10-4-17-2(E) to allow the construction of a building that will be 68.65 feet in lieu of the permitted height of 60 feet; and
 2. Section 10-4-17-2(E) to allow the portion of the building over 45 feet to be stepped back 0 feet from the front façade(s) in lieu of the minimum step back of 15 feet; and
 3. Section 10-4-17-2(G) to allow 82 parking spaces to be provided for the development in lieu of 92 spaces required; and
 4. Section 10-4-17-2(D)3(a) to allow a front yard setback along Melrose Avenue to be 17.81 feet in lieu of the required 25 feet; and
 5. Section 10-4-17-2(D)3(a) to allow a front yard setback along Prospect Avenue to be 8 feet in lieu of the required 25 feet; and
 6. Section 10-4-17-2(D)3(b) to allow a corner side yard setback along Duane Street of 10 feet in lieu of the required 25 feet; and

7. Section 10-5-8(I) to allow 3 parking spaces in the garage to be 8 feet 6 inches wide in lieu of the 9 feet width required; and
 8. Section 10-5-5(C)1 to allow an impervious surface setback along a portion of the southern property line to be 0 feet in lieu of the required 6.17 feet to allow for the construction of a private sidewalk and retaining wall at the property line; and
 9. Any other deviations necessary to construct the development as depicted on the plans presented and available for public review.
- B. A Special Use Permit in accordance with Section 10-10-14 of the Zoning Code to allow multi-family dwelling units in the C5B Central Business District.
 - C. A Zoning Map Amendment in accordance with Section 10-10-13 of the Zoning Code to rezone two of the parcels on the property at 425 Melrose Avenue from R4 to C5B Central Business District, and to rezone one of the parcels on the property at 425 Melrose Avenue from R2 to C5B Central Business District zoning district.
 - D. A Sign Variation from Section 4-5-11(D) of the Sign Code to allow two (2) residential development signs in lieu of the one (1) sign permitted.
 - E. Exterior Appearance approval in accordance with the Glen Ellyn Appearance Review Guidelines, Ordinance No. 5508.

all to allow the construction of a multi-family residential development with 48 luxury apartment units, an underground parking garage and a surface parking lot; and

Whereas, the subject property is located at 427-443 Duane Street and 425 and 431 Melrose Avenue, on the south side of Duane Street between Melrose Avenue and Prospect Avenue in the C5B Central Business District, the R4 Residential District and the R2 Residential District and legally described as follows:

443 DUANE STREET

LOTS 9, 10, 11 AND 12 IN BLOCK 3 IN GLENWOOD, BEING C.A. PHILLIPS SUBDIVISION OF PART OF SECTION 10 AND PART OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 22, 1873 AS DOCUMENT 16688, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-11-325-005; and

435 DUANE STREET

LOTS 7 AND 8 IN BLOCK 3 IN GLENWOOD, BEING C.A. PHILLIPS SUBDIVISION OF PART OF SECTION 10 AND PART OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 22, 1873 AS DOCUMENT NUMBER 16688, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-11-325-004; and

431-433 DUANE STREET

LOT 5 AND 6 IN BLOCK 3 IN GLENWOOD, BEING C.A. PHILLIPS SUBDIVISION OF PART OF SECTION 10 AND PART OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 22, 1873 AS DOCUMENT NUMBER 16688, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-11-325-003; and

427-429 DUANE STREET

LOT 3 AND 4 IN BLOCK 3 IN GLENWOOD, BEING C.A. PHILLIPS SUBDIVISION OF PART OF SECTION 10 AND PART OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 22, 1873 AS DOCUMENT NUMBER 16688, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-11-325-002; and

431 MELROSE AVENUE

LOTS 1 AND 2 IN BLOCK 3 IN GLENWOOD, BEING C.A. PHILLIPS SUBDIVISION OF PART OF SECTION 10 AND PART OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 22, 1873 AS DOCUMENT NUMBER 16688, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-11-325-001; and

425 MELROSE AVENUE

LOTS 37, 38, 39, 40 IN BLOCK 3 IN GLENWOOD, BEING C.A. PHILLIPS SUBDIVISION OF PART OF SECTION 10 AND PART OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 22, 1873 AS DOCUMENT NUMBER 16688, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.s: 05-11-325-006, 05-11-325-022, & 05-11-325-023

Whereas, following due and proper publication of notice in The Daily Herald not less than fifteen (15) nor more than thirty (30) days prior thereto, and following written notice to all property

owners within 250 feet, and following the placement of a placard on the subject property not less than fifteen (15) days prior thereto, the Plan Commission of the Village of Glen Ellyn conducted a public hearing on June 20, 2019 at which hearing the petitioners presented evidence and testimony in support of the request for approval of a Special Use Permit for Preliminary and Final Planned Unit Development with zoning deviations, a Special Use to allowing dwelling units in the C5B Central Business District, a Zoning Map Amendment to rezone two (2) of the parcels on the property at 425 Melrose Avenue from R4 to C5B Central Business District zoning district and to rezone one (1) of the parcels on the property at 425 Melrose Avenue from R2 to C5B Central Business District zoning district, and a Sign Variation to allow two (2) residential identification signs, at which hearing, twelve (12) people spoke against the development and raised concerns about the height of the building, traffic generated from the development, the mass of the building; and at which hearing, four (4) people spoke in favor of the development and raised concerns about aging in place and a need for this type of housing in the Village; and at which hearing three (3) people spoke neither for or against the development but had general comments; and

Whereas, after having considered the evidence presented, including the exhibits and materials submitted, the Plan Commission made its findings and recommendations and by a vote of seven (7) “yes” and zero (0) “no”, the Plan Commission recommended unanimous approval of the requests with conditions as set forth in the June 20, 2019 minutes of the Plan Commission, a copy of which is attached hereto as Exhibit “A”; and

Whereas, the Village President and Board of Trustees have reviewed the evidence, exhibits, and materials presented at the public hearing of the Plan Commission and have considered the findings and recommendations of the Plan Commission; and

Whereas, staff has performed the review of the application for Exterior Appearance and has determined the proposed Exterior Appearance is in substantial conformance with the Village's Appearance Review Guidelines and recommends approval of the proposed Exterior Appearance; and

Whereas, the President and Board of Trustees have determined that granting a Special Use Permit for a Preliminary and Final Planned Unit Development, a Special Use permit to allow dwelling units in the C5B Zoning District, a Zoning Map Amendment to rezone three (3) parcels on one (1) property within the development site, and a sign variation to allow two (2) residential identification signs is consistent with the goals of the Glen Ellyn Zoning Code and the Glen Ellyn Sign Code and that approving the Exterior Appearance of the proposed development is consistent with the recommendations of the Appearance Review Guidelines and in the best interests of the Village of Glen Ellyn.

Now, therefore, be it ordained by the President and Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois, in the exercise of its home rule powers, as follows:

Section One: The Plan Commission meeting minutes, dated June 20, 2019 Exhibit "A" attached hereto, and the findings and recommendations set forth therein and in the preambles above are hereby adopted as the findings of the Village President and Board of Trustees based upon their review of the evidence, exhibits, and materials presented at the public hearing of the Plan Commission.

Section Two: Based upon the findings and recommendations of the Plan Commission for the Special Use for a Preliminary and Final Planned Unit Development with deviations from the Zoning Code, a Special Use Permit to allow dwelling units in the C5B Central Business District, a Zoning Map Amendment to rezone three (3) parcels on one (1) property within the development, and a Sign Variation to allow two (2) residential development signs, and based upon the staff recommendation for the Exterior Appearance approval, as adopted herein, and the findings and conclusions set forth in the preambles above, the Village President and Board of Trustees hereby grant approval of the Special Use

for a Preliminary and Final Planned Unit Development with deviations from the Zoning Code, a Special Use Permit to allow dwelling units in the C5B Central Business District, a Zoning Map Amendment to rezone three (3) parcels on one (1) property within the development, a Sign Variation to allow two (2) residential development signs and the Exterior Appearance to allow the construction of a four-story multi-family development to be called Avere on Duane, including 48 apartment units, underground parking and a surface parking lot on the properties commonly known as 427-443 Duane Street and 425 and 431 Melrose Avenue.

Section Three: This grant of approval of the Special Use for Preliminary and Final Planned Unit Development with deviations from the Zoning Code, a Special Use Permit to allow dwelling units in the C5B Central Business District, a Zoning Map Amendment to rezone three (3) parcels on one (1) property within the development, a Sign Variation to allow two (2) residential development signs and the Exterior Appearance is subject to the following conditions:

A. Construction of the subject development shall be in substantial conformance with the testimony presented at the June 20, 2019 public hearing before the Plan Commission, including the following plans and documents referenced below, all of which are incorporated into this Ordinance as though they were attached hereto:

1. Petitioner's Application Packet, including the following materials:
 - a. Narrative Statement/Cover Letter dated June 12, 2019
 - b. Proof of Ownership
 - c. Disclosures of Interest forms & Affidavits of Authorization forms
 - d. Preliminary PUD Application dated May 2, 2019
 - e. Final PUD Application dated May 2, 2019
 - f. Special Use Permit Application dated May 2, 2019
 - g. Zoning Map Amendment Application dated May 2, 2019
 - h. Sign Variation Application dated June 11, 2019

- i. Exterior Appearance Application dated January 22, 2019
- j. Reimbursement of Fees Agreement dated May 2, 2019
- k. List of Deviations and Clarifications dated June 12, 2019
- l. Alta Survey prepared by Haeger Engineering, dated December 14, 2018
- m. Plat of Consolidation prepared by Haeger Engineering, dated April 26, 2019
- n. Letter of Authorization for recordation of the Plat, dated May 3, 2019
- o. Surrounding Conditions Plan prepared by Haeger Engineering, dated January 18, 2019
- p. Final Engineering Plans, all prepared by Haeger Engineering and dated March 22, 2019 including:
 - 1. Existing Conditions Site Plan
 - 2. Demolition Plan, Exhibit "B"
 - 3. PUD Site Plan, Exhibit "C"
 - 4. Grading Plan, Exhibit "D"
 - 5. Cross Sections
 - 6. Utility Plan, Exhibit "E"
 - 7. Stormwater Pollution Prevention Plan
 - 8. Project Detail Plans
 - 9. Fire Truck Access
 - 10. Site Distance Analysis
- q. Landscape Construction Package prepared by The Lakota Group and dated June 11, 2019
 - 1. Tree Survey - ROW, Sheet L1.0
 - 2. Hardscape Plan, Sheet L2.0, Exhibit "F"
 - 3. Hardscape Plan (including Sign Plan), Sheet L2.1, Exhibit "G"
 - 4. Landscape Plan, Sheet L3.0, Exhibit "H"
 - 5. Photometric Plan (1 of 2), Sheet L4, Exhibit "I"
 - 6. Photometric Plan (2 of 2), Sheet L4.1
 - 7. Planting Schedule and Notes, Sheet L5.0, Exhibit "J"
 - 8. Site Details (retaining walls, handrail), Sheet L6.0

9. Site Details (Stairs, Wood Fence, Paver), Sheet L6.1
10. Site Details (Ornamental Fence, Railing), Sheet L6.2
11. Site Details (Pergola), Sheet L6.3, Exhibit "K"
12. Lighting Details, Sheet L6.4 – Sheet L6.6, Group Exhibit "L"
13. Planting Details, Sheet L6.7
14. Site Plan Rendering, Sheet L7.0
15. Aerial Perspectives, Sheet L7.1
- r. Floor Plans, all prepared by BSB Designs and dated November 28, 2018
 1. Building Plan – Level 0 – Parking Garage, Sheet A1.00, Exhibit "M"
 2. Building Plan – Level 1 – Apartments, Sheet A1.01
 3. Building Plan – Level 2 – Apartments, Sheet A1.02
 4. Building Plan – Level 3 – Apartments, Sheet A1.03
 5. Building Plan – Level 4 – Apartments, Sheet A1.04
- s. Roof Plan, prepared by BSB Designs, dated November 28, 2018, Sheet A1.05
- t. Example Unit Plan – 1 Bedroom, prepared by BSB Designs, dated November 28, 2018, Sheet A5.02A
- u. Example Unit Plan – 2 Bedroom, prepared by BSB Designs, dated November 28, 2018, Sheet A5.03A
- v. Building Elevations, prepared by BSB Designs, dated June 11, 2019, Group Exhibit "N"
- w. Elevation Finish Schedule, prepared by BSB Designs, dated November 28, 2018, Sheet A2.01 – Sheet A2.02, Group Exhibit "O"
- x. Renderings, prepared by The Lakota Group
- y. 3-D Perspectives, Building Roof Form, prepared by BSB Design
- z. 3-D Perspectives, Roof Conditions, prepared by BSB Design
- aa. Market Study, prepared by Tracy Cross & Associates, Inc., dated September 2018
- bb. Traffic Impact Study, prepared by KLOA, Inc., dated March 25, 2019
- cc. Residential Parking Ratio Exhibit, prepared by KLOA
- dd. IDNR Eco Cat, dated December 5, 2017
- ee. Land Use Opinion Application, dated January 21, 2019

- ff. Construction Schedule
- gg. Chart of Developer Donations
- hh. Building Height Study, prepared by BSB Design, dated March 22, 2019
- ii. Exterior Appearance Review Addendum, dated May 24, 2019
- jj. Drainage Analysis, prepared by Haeger Engineering, dated August 16, 2018
- kk. Final Geotechnical Report, prepared by Testing Service Corporation, dated April 24, 2019

and these plans and documents shall be filed with and made part of the permanent records of the Glen Ellyn Community Development Department.

- B. Prior to issuance of a building permit, the petitioners shall pay the Village \$144,347.84 to be dispersed to Village taxing bodies in the following amounts:
 - 1. Glen Ellyn Park District - \$49,529.60
 - 2. School District 41 - \$28,696.00
 - 3. School District 87 - \$10,030.40
 - 4. Fire Company - \$24,000.00
 - 5. Glen Ellyn Library - \$32,091.84
- C. That prior to the issuance of a building permit, a construction management plan must be prepared, reviewed at a pre-construction meeting and approved by the Police, Fire, Public Works and Community Development Departments.
- D. That prior to the issuance of a building permit, the Utility Plan shall be revised to show the roof drains on the northwest portion of the building (north of the parking garage entrance) be connected to the storm sewer at the intersection of Duane Street and Prospect Avenue.
- E. That it is the obligation of the owners of the development to install and maintain the retaining walls on the site in perpetuity.
- F. That it is the obligation of the property owners to install and maintain the loading area on the east side of the Melrose Avenue right-of-way in perpetuity.
- G. That it is the obligation of the owner of the development to install, maintain and replace all landscape materials in accordance with the approved landscape plan.
- H. The subject development shall be constructed, operated, and maintained in compliance with the Redevelopment Agreement between the Village of Glen Ellyn and Reva Development

Acquisitions, LLC a form of which is attached hereto as Exhibit "P" and which is subject to the final review and approval of the Village Attorney.

- I. That all requirements outlined in the Redevelopment Agreement shall be satisfied prior to the issuance of a building permit.
- J. That the owner of the development replace any damaged or deteriorating portions of the EIFS within 60 days' notice from the Village.

Section Four: The Village Board may, for good cause shown, waive or modify any conditions set forth in this Ordinance without requiring that the matter return for public hearing.

Section Five: This Ordinance shall be in full force and effect from and after the passage, approval, and publication in pamphlet form.

Section Six: Failure of the owners or other party in interest or a subsequent owner or other party in interest to comply with the terms of this Ordinance, after execution of such Ordinance, shall subject the owners or party in interest to the penalties set forth in Section 10-10-18(A) and (B) of the Village of Glen Ellyn Zoning Code.

Section Seven: The Village Clerk is hereby authorized to record this Ordinance with the DuPage County Recorder.

Section Eight: The privileges, obligations, and provisions of each and every section of this Ordinance shall be binding on Reva Development Acquisitions LLC, on any and all of their successors and assigns, and on any and all of the respective successor legal or beneficial owners of all or any portion of the property commonly known as 427-443 Duane Street and 425 and 431 Melrose Avenue, Glen Ellyn, Illinois.

Section Nine: The foregoing recitals are incorporated as though fully set forth in this Section Nine.

Passed by the President and Board of Trustees of the Village of Glen Ellyn, Illinois this _____ day of _____.

Ayes		Diane McGinley	Steve Thompson	Mark Senak
		Craig Pryde	Bill Enright	Gary Fasules
		Kelli Christensen		
Nayes		Diane McGinley	Steve Thompson	Mark Senak
		Craig Pryde	Bill Enright	Gary Fasules
		Kelli Christensen		
Absent		Diane McGinley	Steve Thompson	Mark Senak
		Craig Pryde	Bill Enright	Gary Fasules
		Kelli Christensen		

Approved by the Village President of the Village of Glen Ellyn, Illinois this _____ day of _____.

Village President

Attest:

Village Clerk

AFFIX VILLAGE SEAL

(Published in pamphlet form and posted on the _____ day of _____, 20____.)

Exhibit "F"

Construction Schedule

Avere on Duane						
ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
1		AVERE ON DUANE				
2		Construction Schedule				
3		6.10.19				
4		Site Development	321 days	Fri 7/5/19	Fri 9/25/20	
5		Permitting Process	36 days	Fri 7/5/19	Fri 8/23/19	
18		Demolition & Construction Staging	36 days	Mon 8/19/19	Mon 10/7/19	
19		Site tree clearing and bldg prep for demo	4 days	Mon 8/19/19	Thu 8/22/19	
20		Demolition	10 days	Fri 8/23/19	Thu 9/5/19	19
21		Grade for geopiers	2 days	Fri 9/6/19	Mon 9/9/19	20
22		Geo-Pier soil stabilization	10 days	Tue 9/10/19	Mon 9/23/19	21
23		Underground Utilities - San, Water & Storm	6 days	Tue 9/24/19	Tue 10/1/19	22
24		Dry Utility Sleeving	2 days	Wed 10/2/19	Thu 10/3/19	23
25		Cement Stabilization	2 days	Fri 10/4/19	Mon 10/7/19	24,23
26		Parking Lot/Driveway Staging area for construction	2 days	Tue 9/24/19	Wed 9/25/19	22
27		Parking lot Improvements	33 days	Wed 8/12/20	Fri 9/25/20	
28		Subgrade for walks, curbs, lot	2 days	Wed 8/12/20	Thu 8/13/20	46
29		Street lighting	3 days	Fri 8/14/20	Tue 8/18/20	28
30		Concrete Curbs and Sidewalks	10 days	Mon 8/17/20	Fri 8/28/20	29
31		Subgrade prep/stone/permeable paver lot	10 days	Mon 8/31/20	Fri 9/11/20	30
32		Topsoil respread/landscape/fencing	10 days	Mon 9/14/20	Fri 9/25/20	31
33		Vertical	384 days	Wed 7/24/19	Mon 1/11/21	
34		Building Permit Submittal Process	40 days	Wed 7/24/19	Tue 9/17/19	
35		Podium Building	338 days	Thu 9/26/19	Mon 1/11/21	
36		Foundation Excavation	5 days	Thu 9/26/19	Wed 10/2/19	26
37		Footings, Foundations, Walls and Stone	25 days	Thu 10/3/19	Wed 11/6/19	36
38		Foundation Precast	15 days	Thu 11/7/19	Wed 11/27/19	37
39		Mechanicals	12 days	Thu 11/28/19	Fri 12/13/19	38
40		Concrete Slab	4 days	Mon 12/16/19	Thu 12/19/19	39
41		Masonry (Elevator, stairwell, mechanical)	10 days	Fri 12/20/19	Thu 1/2/20	40
42		Concrete Topping	4 days	Fri 1/3/20	Wed 1/8/20	41
43		Framing	16 wks	Thu 1/9/20	Wed 4/29/20	42
44		Mechanicals	55 days	Thu 3/26/20	Wed 6/10/20	43FS-25 days
45		Insulation	30 days	Thu 4/30/20	Wed 6/10/20	44FS-30 days
46		Drywall / HVAC	70 days	Thu 5/14/20	Wed 8/19/20	45FS-20 days
47		Interior Trim	70 days	Thu 6/25/20	Wed 9/30/20	46FS-40 days
48		Punch Work Village Acceptance	70 days	Tue 8/4/20	Mon 11/9/20	47FS-42 days
49		Completion Window	45 days	Tue 11/10/20	Mon 1/11/21	48
50		Project Substantial Completion	1 day	Tue 1/12/21	Tue 1/12/21	49
51						
52		Note: Schedule subject to change based on final village approvals, closing date, permit issuance, and weather delays beyond contractor's control				



Village of Glen Ellyn
Community Development Department
535 Duane Street
Glen Ellyn, IL 60137
Phone: 630-547-5250
Fax: 630-547-5370
www.glenellyn.org

Avere on Duane

437 Duane Street
Glen Ellyn, IL

Construction Site Rules of Conduct

Project:

New 5-story residential building with 48 parking stalls at the first floor level and 48 total dwelling units on floors 2 through 5 to be constructed at the property commonly known as 437 Duane Street, Glen Ellyn, Illinois.

Purpose:

The purpose of this guide is to provide the developer and contractor (the "Parties") with information regulating construction personnel activities on site for the duration of the work to construct the project as described above. By signing this document, the Parties acknowledge they have read and will adhere to the requirements set forth herein and will enforce them on their subcontractors and other third-party entities on the site.

This document shall serve as the one and only notice that the Village will issue a citation(s) and/or a Stop Work Order for violation of any condition listed herein or violation of any provisions of the Village's codes regulating construction during the course of the work. In the event that a citation(s) is issued, attendance at an Administrative Hearing is mandatory. If the citation is issued to a corporation, the corporation must be represented by an attorney. The Hearing may result in the assessment of a fine for each violation. Each day that a violation exists is considered a separate offense.

For purpose of this document, the properties collectively and commonly known as 437 Duane Street shall be herein referred to as the "construction site".

General Requirements:

1. Permitted Work Hours are from 7:00 A.M. until 7:00 P.M. Monday thru Saturday and 8:00 A.M until 5:00 P.M. on Sunday. No construction activities shall occur on or loud noises emanate from the site outside of the permitted work hours.
2. The building permit placard shall be kept on the construction site until completion of the project and shall be displayed in a prominent location visible from the public way.
3. A copy of the approved construction drawings, approved addenda and inspection reports must be maintained on site at all times and be made available to Village inspectors upon request.
4. The contractor shall maintain the public walks and streets, and adjoining properties, free from construction gravel, dirt and debris on a daily basis. Adjacent streets and sidewalks shall be swept clean on a daily basis. No litter shall be placed or allowed to collect in the public rights-of-way at any time.
5. Silt fencing and other erosion control measures shall be inspected and maintained according to the approved Site Management Plan, Erosion and Sediment Control Plan and Stormwater Pollution Prevention Plan; only clear water may be discharged into the street; muddy water must be filtered; storm sewer inlets shall be protected with filtration devices.

6. Tree protection fencing shall be checked daily and maintained according to the approved Tree Preservation Plan; unsecured fabric or unstable posts shall be immediately repaired; a copy of the approved Tree Preservation Plan shall be displayed and maintained at the coordination site in a prominent location visible from the public way and within 5 feet of the property line.
7. All construction deliveries shall occur during permitted work hours.
8. A stabilized construction entrance shall be maintained at primary points of ingress/egress from the public right-of-way and points of emergency access to prevent "tracking" of dirt and debris onto the public right-of-way at each of the sites.
9. Dust from the sites must be controlled through the use of water, tackifiers, or other appropriate means.
10. Stockpiled equipment and material shall be kept away from neighboring properties, ideally outside of the side yard setback where applicable; stockpiled material shall not be placed in a manner that affects the natural surface water runoff patterns in a detrimental way to properties upstream or downstream of the site; any stockpile of earth to remain in place for more than three days shall be protected with silt fence, coir logs, or other perimeter erosion control barrier; stockpiles in place for more than 14 days must be stabilized or covered.
11. No construction material or equipment shall be stored off site without the written approval of the owner of the affected property and the Village.
12. All gates within the temporary construction fences and barriers shall be gated and locked at all times that contractors are not on site. Keys to operate the locks shall be maintained in the Knox box for emergency access to the site. The Knox box shall be maintained in a location approved by the Village.
13. Pedestrian protection measures such as fencing, barricades, walkways, covered walkways and the temporary construction fences shall be maintained in accordance with the Site Management Plan and all applicable codes and ordinances and kept in good order for the entire length of time pedestrians may be endangered. Unintended openings in, damage to, or collapse of pedestrian protection measures or temporary construction fences shall be immediately repaired.
14. Temporary lighting at covered walkways and flashing lights at walkways and traffic control devices shall be checked on a daily basis. Non-operational fixtures shall be immediately repaired.
15. Walkways shall generally remain open to pedestrian traffic. The contractor shall provide all pedestrian traffic control devices in locations approved by the Village. Temporary sidewalk closures may occur from time to time; however, all closures must be coordinated a minimum of 48 hours in advance with the Village.
 - a. Community Development: Steve Witt, via switt@glenellyn.org
Brian Beck, via bbeck@glenellyn.org
 - b. Fire Company: Fire Administrator, via chief@glenellynfire.org
 - c. Police: Norm Webber, via 630-547-5403
Records Clerk, via 630-469-1187 for emergency closings with less than 48-hour notice
 - d. Public Works: Rich Daubert, via rdaubert@glenellyn.org
Dave Buckley, via dbuckley@glenellyn.org
16. Contractor shall coordinate all partial and full street closures a minimum of 48 hours in advance with Dave Buckley, Assistant Director of Public Works (630-547-5513) dbuckley@glenellyn.org or Jennifer Brown, Streets/Forestry Superintendent (630-547-5533) jenniferb@glenellyn.org.
17. All water from a public hydrant to be used for construction purposes must be metered. Contact John Hubsy, Utilities Superintendent in the Public Works Department (630-547-5516) to obtain a hydrant meter; all charges for construction water shall be paid monthly.

18. All water main shutdowns shall be coordinated with the Village's Public Works Department by contacting John Hubsky, Utilities Superintendent at 630-547-5516 or Bill Miller, Utilities Inspector at 630-742-3286. Only Village personnel shall operate existing Village owned and maintained fire hydrants and water main valves.
19. All hoses connected to a public hydrant for demolition or construction water shall be blocked on each side for the full width of the sidewalk to prevent a pedestrian tripping hazard. Hoses may not be extended across streets or other vehicular access ways.
20. All temporary project signs shall be maintained secured to a barrier or fence in the location(s) indicated on the Site Management Plan. No other signage shall be permitted on either of the construction sites.
21. Temporary toileting and hand cleansing facilities shall be provided in accordance with the Illinois Construction Site Temporary Restroom Facility Act. Temporary restroom facilities shall be located at least ten (10) feet from the front and corner side property lines and at a minimum distance equal to 10% of lot width from all side and rear property lines; the door to all toileting units should face the building; toileting units shall be serviced regularly to prevent odors from emanating from the site.
22. A 20-ABC fire extinguisher shall be provided and maintained in the following locations and as directed by the Fire Company:
 - a. Inside, and mounted to the outside of the temporary construction trailer
 - b. At each construction exit from the building under construction
 - c. Immediately outside each stairwell of the building under construction on all floor levels where combustible materials have accumulated or have been incorporated into the work
 - d. In every storage and construction shed
 - e. In areas where flammable or combustible liquids are being used or stored
23. Weeds and grass on the sites, including on adjacent parkways and within tree protection fencing, must be controlled by regular cutting; maximum allowable height is eight (8) inches.
24. Remove or contain scattered construction debris on a daily basis; refuse dumpsters shall not be maintained in an overflowing condition; dumpsters shall not be located within ten (10) feet of any building or structure.
25. Maintain emergency vehicle access on and around the site at all times.
26. All contractors shall park only where indicated on the Site Management Plan.
27. Vehicles staging in the public right-of-way shall not occupy vehicular traffic lanes without approval of appropriate traffic control and protection plans by the Village's Public Works Department. Driveways shall not be blocked without notification of the affected properties. All vehicles staged in the public right-of-way shall be attended at all times to ensure they can be relocated in a timely manner if necessary.
28. Construction equipment or vehicles shall not stand idling for more than ten (10) minutes. All idling vehicles shall be attended at all times to ensure they can be relocated in a timely manner if necessary.

Acknowledgement:

By signing below, I attest that I have proper legal authority to represent the owner/developer/contractor in matters related to construction of the project as described herein above. I have read the Construction Site Rules of Conduct contained in this document and agree to abide by them. I understand that a citation(s) may be issued without further notice from the Village for any violation of these rules that is verified by the Village.

Printed Name
(on behalf of the Owner)

Printed Name
(on behalf of the Developer)

Printed Name
(on behalf of the Contractor)

Signature
(on behalf of the Owner)

Signature
(on behalf of the Developer)

Signature
(on behalf of the Contractor)

Cell Phone

Cell Phone

Cell Phone

Date

Date

Date

Exhibit "H"

Debt/Equity Schedule

AVERE on Duane

6/27/2019

BUDGET SUMMARY- SOURCES:	Total	Unit	% Cost
AVERE on Duane, LLC Equity	5,672,439	\$118,176	29.5%
Capital Expense Grant	200,000	\$4,167	1.0%
Construction Loan	13,377,000	\$278,688	69.5%
Total Sources	19,249,439	\$401,030	100.0%

Exhibit "I"

TIF Eligible Costs

AVERE on Duane

6/27/2019

Costs	Total	Unit	% Cost
Land	2,710,000	\$56,458	63.7%
Land Development*	1,547,347	\$32,236	36.3%
Total	4,257,347	\$88,695	100.0%

*Excludes Public Improvements to be reimbursed through Capital Expense Grant

Exhibit "J"

CERTIFICATE OF REIMBURSABLE PROJECT COSTS¹

The undersigned _____, being first duly sworn, on oath states as follows:

1. I am _____ [title] of AVERE ON DUANE, LLC ("*Developer*") and I am authorized by the Developer to make the following representations on behalf of the Developer to the Village of Glen Ellyn (the "*Village*") for the purpose of inducing the Village to make certain payments to Developer, as hereafter set forth.

2. I hereby certify that the costs set forth on Schedule A hereto have been incurred by Developer in connection with Developer's performance of its obligations under the Redevelopment Agreement Between the Village and the Developer concerning 427-443 Duane Street and 425-435 Melrose Avenue, Glen Ellyn, Illinois, commonly known as Avere on Duane, dated _____, 20__ (the "*RDA*"), and that such costs are eligible for payment from the Village's Special Tax Allocation Fund in connection with the redevelopment project described in the RDA.

3. I hereby certify that: i) the Developer has reviewed all costs for which payment is sought; ii) the Developer has reviewed the Illinois Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1, *et seq.*) (the "*Act*") and understands what costs are eligible for

¹ This form may be revised by the Village at its sole discretion. The Village may request additional information from the Developer for the purpose of evaluating the completeness, accuracy, and eligibility of any reimbursement request.

reimbursement; iii) the Developer has determined, with the assistance of its counsel, that all costs for which payment is sought are eligible for reimbursement under the Act and the RDA.

4. I hereby certify the Developer has neither previously requested nor received payment from the Village for any of the costs Developer now seeks reimbursement for.

5. I hereby certify that all representations made by the Developer within the RDA are accurate and correct, and hereby restate all of the same as of the date of this Certificate of Reimbursable Project Cost.

6. I hereby certify that the Developer is in full compliance with the RDA, including, without limitation, the Construction Schedule attached as Exhibit J to the RDA.

7. I hereby certify that the information provided in and accompanying this Certificate is complete and accurate.

Dated _____, 20__

AVERE ON DUANE, LLC, an Illinois limited liability company

By: _____

Its: _____

Subscribed and sworn to before me

this _____ day of _____, 20__

Notary Public

Schedule A

- Itemized expenditures
- Identification of relationship of each expenditure to development project
- Evidence of payment
- Lien waivers
- Amount of this payment request
- Total payments received to date

4850-5746-1323, v. 1

Exhibit "K"

Budget

AVERE on Duane

6/27/2019

BUDGET SUMMARY- USES:	Total	Unit	% Cost
Land Value	2,710,000	56,458	14.1%
Tap & Impact Fees	448,524	9,344	2.3%
Land Development	1,547,347	32,236	8.0%
Hard Costs	11,519,474	239,989	59.8%
Soft Costs	3,024,094	63,002	15.7%
Total Uses	19,249,439	401,030	100.0%

"BANK LETTERHEAD"

IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____ DATE: _____

BENEFICIARY

VILLAGE OF GLEN ELLYN

Attention: Planning and Development Director

535 Duane Street

Glen Ellyn, IL 60137

APPLICANT / DEVELOPER

AMOUNT OF CREDIT: \$ _____

EXPIRY DATE: (2 Years After Issuance)

Ladies and Gentlemen:

We hereby establish our Irrevocable Standby Letter of Credit No. _____ in the favor of the Village of Glen Ellyn, Illinois, an Illinois municipal corporation ("Village"), in the amount of (125% of the Developer's Engineer's Estimate of Construction Costs as approved by the Village Engineer).

This Irrevocable Standby Letter of Credit will be used to secure the construction of certain improvements ("Improvements"), including but not limited to (List improvements such as water distribution system, sanitary sewer system improvements, storm water collection system improvements, erosion control, roadway improvements, sidewalk improvements, street trees, and miscellaneous site improvements).

This Irrevocable Letter of Credit secures the payment by Developer of costs to construct the on and off-site improvements. If the Improvements have not been approved by the Village Engineer, and/or paid in full, then the Village is hereby granted authority to draw the then remaining balance of this Irrevocable Letter of Credit for the purpose of paying, or holding for payment the cost to complete the Improvements, the unpaid cost of completed portions of the improvements and/or to itself complete the Improvements.

This Irrevocable Letter of Credit shall remain in effect for the period of two (2) years from the date hereof, without regard to any default in payment of money owed to us by the Applicant / Developer and without regard to other claims which we may have against the Applicant/Developer.

We hereby engage with Beneficiary, Village of Glen Ellyn, that we shall honor all drafts drawn on (Name of Bank), at sight, under Irrevocable Standby Letter of Credit No. _____, signed by the Village Manager, or his designee, of the Village of Glen Ellyn, bearing the clause "Drawn under (Name of Bank) Irrevocable Letter of Credit No. _____ effective (Date)" accompanied by the following documents:

1. This original Irrevocable Letter of Credit and all amendment(s) thereto (if any).

2. A statement signed by the Village Manager, Village of Glen Ellyn, reading as follows:
"(Name of Applicant) has failed to comply with any one or more of the following as such relates to the (Name of Project):"

1. Ordinance _____ approved by the Village of Glen Ellyn approving (Name of Project) and any terms, plans, or conditions referenced therein; and/or
2. Any other applicable Agreement entered into by and between the Village of Glen Ellyn and (Name of Applicant / Developer); and/or
3. The Village of Glen Ellyn Subdivision Regulations, Zoning Ordinance, Engineering Regulations, or any other Codes and Ordinances of the Village.
4. Without regard to specific ordinance requirements, the Improvements have not been satisfactorily completed or carried out in accordance with the schedule approved by the Village, or if no schedule is approved, or even if none is set out, in accordance with a pace necessary to provide needed improvements for the installation of the development undertaken to service completed structures or to serve occupants.
5. No new Letter of Credit or an amendment of the Letter of Credit, containing equivalent terms, has been submitted within sixty (60) days of any event which causes the expiration of this Letter of Credit.

The funds claimed under this Irrevocable Letter of Credit are for the payment of the cost of construction of improvements according to the engineering plans prepared by (Name of Engineering Firm) and dated (Date of Plans), together with any amendments thereto approved by the Village and/or reimbursement to the Village of expenses or other costs."

The amount of this Irrevocable Letter of Credit may be reduced from time to time upon receipt of the Beneficiary's request purportedly signed by the Village Manager or his designee, stating the reduction amount and listing the improvements installed and completed. Reductions are not to occur more than once a month.

Upon receipt of written notice from the Applicant's / Developer's Engineer that all of the Improvements have been completed, accompanied by a written certificate of the Village of Glen Ellyn, Illinois, stating that the Ordinances of the Village of Glen Ellyn and any Plans and Specifications and Agreements have been complied with, the balance then outstanding under this Irrevocable Letter of Credit shall be fully and completely reduced and released, provided, however, that ten percent (10%) of the face amount shall remain in effect for a period of one (1) year

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following said notice of completion to secure the Applicant's / Developer's guarantee of the Improvements, which ten percent (10%) amount may be drawn upon by the Village in the manner recited above. In the event Applicant / Developer, or Developer's contractors, deposit substitute security with the Village of Glen Ellyn to secure all or a portion of said one (1) year guarantee, and provided the Village accepts such substitute security, the remaining balance of this Irrevocable shall be reduced by the amount of such substitute security as designated by the Village. Any amount remaining hereunder at the end of said one (1) year guarantee period for which the Village of Glen Ellyn has not drawn upon in the manner recited above, shall be released and this Irrevocable Letter of Credit thereby terminated. In the event that portions of the public improvements are completed and accepted by the Village of Glen Ellyn at different times resulting in differing one (1) year guarantee periods, this Irrevocable Letter of Credit shall be reduced on a pro-rata basis in accordance with the improvements accepted pursuant to the terms herein provided.

It is a condition of this Irrevocable Letter of Credit that it shall be automatically extended, without amendment, for additional periods of one year from the present and each future expiration date, unless we notify you in writing via Certified Mail, Return Receipt Requested, at least sixty (60) days prior to any given expiry date that we have elected not to renew this Irrevocable Letter of Credit for such additional period of time. If we fail to notify you by Certified Mail, Return Receipt Requested, this Irrevocable Letter of Credit shall automatically be extended for an additional period of one year. We will honor such additional one-year extensions as may be requested by the Village, until the project is completed in accordance with the applicable Ordinances, Codes, and Approved Plans.

Except as otherwise expressly stated herein, this credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision) International Chamber of Commerce, Publication 500.

Very truly yours,

Authorized Signature & Name of Bank

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Exhibit "M"

TRANSFeree ASSUMPTION AGREEMENT

THIS AGREEMENT, made as of this ____ day of _____, 20__, by, between and among Avere on Duane, LLC, an Illinois limited liability company ("**Owner**"); _____, a _____ ("**Transferee**"); and the Village of Glen Ellyn, an Illinois municipal corporation ("**Village**"),

WITNESSETH:

WHEREAS, pursuant to that certain real estate sale contract dated _____, 20__, the Transferee agreed to purchase from the Owner certain real property situated in DuPage County, Illinois and legally described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof ("**Property**"); and

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

WHEREAS, as a condition to the conveyance of the Property by the Owner, the Owner and the Village require that the Transferee agree to comply with all the terms, requirements and obligations set forth in that certain Redevelopment Agreement, dated as of _____, 20__, and recorded in the Office of the DuPage County Recorder on _____, 20__, as Document No. _____, by and between the Village and Owner, as amended from time to time ("**Redevelopment Agreement**");

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

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

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

3. **Assurances of Financial Ability.** Contemporaneously with the Transferee's execution of this Agreement, the Transferee shall, upon the request of the Village, provide the Village with reasonable assurances of financial ability to meet the obligations assumed hereunder as the Village may require.

4. **Acknowledgement and Release of Transferor.** The Village hereby acknowledges its agreement to the Transferee's assumption of the obligation to comply with the terms, requirements and obligations of the Redevelopment Agreement, including all exhibits and attachments thereto, and the Village hereby releases the Owner from any and all liability for failure to comply with the terms, requirements and obligations of the Redevelopment Agreement.

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

ATTEST:

AVERE ON DUANE, LLC, an Illinois
limited liability company

By: _____
Its: _____

By: _____
Its: _____

ATTEST:

VILLAGE OF GLEN ELLYN, an Illinois
municipal corporation

By: _____
Its: _____

By: _____
Its: _____

ATTEST:

TRANSFEREE
Name:
A:

By: _____
Its: _____

By: _____
Its: _____

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF DuPAGE)

 This instrument was acknowledged before me on _____,
20____, by _____, the President of the **VILLAGE OF GLEN ELLYN**, an
Illinois municipal corporation, and by _____, the Village Clerk of said
municipal corporation.

Signature of Notary

SEAL

My Commission expires:

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

 The foregoing instrument was acknowledged before me on
_____ 20____, by _____ the _____ and
_____ the _____ of **AVERE ON DUANE, LLC**, an Illinois limited
liability company, as their free and voluntary act in their capacities as officers of said company
for the uses and purposes herein.

Signature of Notary

SEAL

My Commission expires:

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

 The foregoing instrument was acknowledged before me on
_____ 20____, by _____ the _____ and
_____ the _____ of _____, a _____, as
their free and voluntary act in their capacities as officers of said company for the uses and
purposes herein.

Signature of Notary

SEAL

My Commission expires:

CERTIFICATION

I, John Chereskin, duly elected Village Clerk of the Village of Glen Ellyn, Illinois, do hereby certify that the attached is a true and correct copy of Ordinance No. 6705, passed by the Board of Trustees of the Village of Glen Ellyn, Illinois, at the SPECIAL Meeting of said Board held on the 8 day of JULY 2019, and that the same was signed and approved by the President of said Village on the 8 day of JULY 2019.

I do further certify that the original, of which the attached is a true and correct copy, is entrusted to me as Village Clerk of said Village for safekeeping and that I am the lawful custodian and keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Glen Ellyn, Illinois, this 8 day of JULY, 2019.

CORPORATE SEAL


Village Clerk



8 0 1 1 3 6 7 2

Tx:40061818

FRED BUCHOLZ, RECORDER
DUPAGE COUNTY ILLINOIS
08/21/2019 11:41 AM



DOCUMENT # R2019-072325

Village of Glen Ellyn

Ordinance No. 6706
An Ordinance Granting Approval of a
Special Use Permit for a Preliminary and Final Planned Unit Development, a Special Use
Permit, a Zoning Map Amendment, a Sign Variation, and the Exterior Appearance of a
Multi-Family Residential Development
to be Known as Avere on Duane and
to be Located at
427-443 Duane Street and 425 and 431 Melrose Avenue
Glen Ellyn, IL 60137

Adopted by the
President and the Board of Trustees
Of the Village of Glen Ellyn
DuPage County, Illinois
This 8 Day of July, 2019

Published in pamphlet form by the authority
of the President and Board of Trustees of the
Village of Glen Ellyn, DuPage County, Illinois,
this 9 day of July, 2019.

PREPARED BY AND MAIL TO
VILLAGE OF GLEN ELLYN
ATTN: VILLAGE CLERK
535 DUANE STREET
GLEN ELLYN, IL 60137

Ordinance No. 6706

**An Ordinance Granting Approval of a
Special Use Permit for a Preliminary and Final Planned Unit Development, a Special Use
Permit, a Zoning Map Amendment, a Sign Variation, and the Exterior Appearance of a
Multi-Family Residential Development
to be Known as Avere on Duane and
to be Located at
427-443 Duane Street and 425 and 431 Melrose Avenue
Glen Ellyn, IL 60137**

Whereas, Warren James and Matt Nix of Reva Development Acquisitions, LLC, are the contract purchasers of the six properties commonly known as 427-443 Duane Street and 425 and 431 Melrose Avenue; and

Whereas, Reva Development Acquisitions, LLC, has petitioned the President and Board of Trustees of the Village of Glen Ellyn for approval of the following:

- A. A Special Use Permit for a Preliminary & Final Planned Unit Development in accordance with Section 10-10-15 of the Glen Ellyn Zoning Code and the following deviations to the Glen Ellyn Zoning Code:
1. Section 10-4-17-2(E) to allow the construction of a building that will be 68.65 feet in lieu of the permitted height of 60 feet; and
 2. Section 10-4-17-2(E) to allow the portion of the building over 45 feet to be stepped back 0 feet from the front façade(s) in lieu of the minimum step back of 15 feet; and
 3. Section 10-4-17-2(G) to allow 82 parking spaces to be provided for the development in lieu of 92 spaces required; and
 4. Section 10-4-17-2(D)3(a) to allow a front yard setback along Melrose Avenue to be 17.81 feet in lieu of the required 25 feet; and
 5. Section 10-4-17-2(D)3(a) to allow a front yard setback along Prospect Avenue to be 8 feet in lieu of the required 25 feet; and
 6. Section 10-4-17-2(D)3(b) to allow a corner side yard setback along Duane Street of 10 feet in lieu of the required 25 feet; and
 7. Section 10-5-8(I) to allow 3 parking spaces in the garage to be 8 feet 6 inches

wide in lieu of the 9 feet width required; and

8. Section 10-5-5(C)1 to allow an impervious surface setback along a portion of the southern property line to be 0 feet in lieu of the required 6.17 feet to allow for the construction of a private sidewalk and retaining wall at the property line; and
 9. Any other deviations necessary to construct the development as depicted on the plans presented and available for public review.
- B. A Special Use Permit in accordance with Section 10-10-14 of the Zoning Code to allow multi-family dwelling units in the C5B Central Business District.
- C. A Zoning Map Amendment in accordance with Section 10-10-13 of the Zoning Code to rezone two of the parcels on the property at 425 Melrose Avenue from R4 to C5B Central Business District, and to rezone one of the parcels on the property at 425 Melrose Avenue from R2 to C5B Central Business District zoning district.
- D. A Sign Variation from Section 4-5-11(D) of the Sign Code to allow two (2) residential development signs in lieu of the one (1) sign permitted.
- E. Exterior Appearance approval in accordance with the Glen Ellyn Appearance Review Guidelines, Ordinance No. 5508.

all to allow the construction of a multi-family residential development with 48 luxury apartment units, an underground parking garage and a surface parking lot; and

Whereas, the subject property is located at 427-443 Duane Street and 425 and 431 Melrose Avenue, on the south side of Duane Street between Melrose Avenue and Prospect Avenue in the C5B Central Business District, the R4 Residential District and the R2 Residential District and legally described as follows:

443 DUANE STREET

LOTS 9, 10, 11 AND 12 IN BLOCK 3 IN GLENWOOD, BEING C.A. PHILLIPS SUBDIVISION OF PART OF SECTION 10 AND PART OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 22, 1873 AS DOCUMENT 16688, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-11-325-005; and

435 DUANE STREET

LOTS 7 AND 8 IN BLOCK 3 IN GLENWOOD, BEING C.A. PHILLIPS SUBDIVISION OF PART OF SECTION 10 AND PART OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF,

RECORDED AUGUST 22, 1873 AS DOCUMENT NUMBER 16688, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-11-325-004; and

431-433 DUANE STREET

LOT 5 AND 6 IN BLOCK 3 IN GLENWOOD, BEING C.A. PHILLIPS SUBDIVISION OF PART OF SECTION 10 AND PART OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 22, 1873 AS DOCUMENT NUMBER 16688, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-11-325-003; and

427-429 DUANE STREET

LOT 3 AND 4 IN BLOCK 3 IN GLENWOOD, BEING C.A. PHILLIPS SUBDIVISION OF PART OF SECTION 10 AND PART OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 22, 1873 AS DOCUMENT NUMBER 16688, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-11-325-002; and

431 MELROSE AVENUE

LOTS 1 AND 2 IN BLOCK 3 IN GLENWOOD, BEING C.A. PHILLIPS SUBDIVISION OF PART OF SECTION 10 AND PART OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 22, 1873 AS DOCUMENT NUMBER 16688, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-11-325-001; and

425 MELROSE AVENUE

LOTS 37, 38, 39, 40 IN BLOCK 3 IN GLENWOOD, BEING C.A. PHILLIPS SUBDIVISION OF PART OF SECTION 10 AND PART OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 22, 1873 AS DOCUMENT NUMBER 16688, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.s: 05-11-325-006, 05-11-325-022, & 05-11-325-023

Whereas, following due and proper publication of notice in The Daily Herald not less than fifteen (15) nor more than thirty (30) days prior thereto, and following written notice to all property owners within 250 feet, and following the placement of a placard on the subject property not less

than fifteen (15) days prior thereto, the Plan Commission of the Village of Glen Ellyn conducted a public hearing on June 20, 2019 at which hearing the petitioners presented evidence and testimony in support of the request for approval of a Special Use Permit for Preliminary and Final Planned Unit Development with zoning deviations, a Special Use to allowing dwelling units in the C5B Central Business District, a Zoning Map Amendment to rezone two (2) of the parcels on the property at 425 Melrose Avenue from R4 to C5B Central Business District zoning district and to rezone one (1) of the parcels on the property at 425 Melrose Avenue from R2 to C5B Central Business District zoning district, and a Sign Variation to allow two (2) residential identification signs, at which hearing, twelve (12) people spoke against the development and raised concerns about the height of the building, traffic generated from the development, the mass of the building; and at which hearing, four (4) people spoke in favor of the development and raised concerns about aging in place and a need for this type of housing in the Village; and at which hearing three (3) people spoke neither for or against the development but had general comments; and

Whereas, after having considered the evidence presented, including the exhibits and materials submitted, the Plan Commission made its findings and recommendations and by a vote of seven (7) "yes" and zero (0) "no", the Plan Commission recommended unanimous approval of the requests with conditions as set forth in the June 20, 2019 minutes of the Plan Commission, a copy of which is attached hereto as Exhibit "A"; and

Whereas, the Village President and Board of Trustees have reviewed the evidence, exhibits, and materials presented at the public hearing of the Plan Commission and have considered the findings and recommendations of the Plan Commission; and

Whereas, staff has performed the review of the application for Exterior Appearance and has determined the proposed Exterior Appearance is in substantial conformance with the Village's

Appearance Review Guidelines and recommends approval of the proposed Exterior Appearance; and

Whereas, the President and Board of Trustees have determined that granting a Special Use Permit for a Preliminary and Final Planned Unit Development, a Special Use permit to allow dwelling units in the C5B Zoning District, a Zoning Map Amendment to rezone three (3) parcels on one (1) property within the development site, and a sign variation to allow two (2) residential identification signs is consistent with the goals of the Glen Ellyn Zoning Code and the Glen Ellyn Sign Code and that approving the Exterior Appearance of the proposed development is consistent with the recommendations of the Appearance Review Guidelines and in the best interests of the Village of Glen Ellyn.

Now, therefore, be it ordained by the President and Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois, in the exercise of its home rule powers, as follows:

Section One: The Plan Commission meeting minutes, dated June 20, 2019 Exhibit "A" attached hereto, and the findings and recommendations set forth therein and in the preambles above are hereby adopted as the findings of the Village President and Board of Trustees based upon their review of the evidence, exhibits, and materials presented at the public hearing of the Plan Commission.

Section Two: Based upon the findings and recommendations of the Plan Commission for the Special Use for a Preliminary and Final Planned Unit Development with deviations from the Zoning Code, a Special Use Permit to allow dwelling units in the C5B Central Business District, a Zoning Map Amendment to rezone three (3) parcels on one (1) property within the development, and a Sign Variation to allow two (2) residential development signs, and based upon the staff recommendation for the Exterior Appearance approval, as adopted herein, and the findings and conclusions set forth in the preambles above, the Village President and Board of Trustees hereby

grant approval of the Special Use for a Preliminary and Final Planned Unit Development with deviations from the Zoning Code, a Special Use Permit to allow dwelling units in the C5B Central Business District, a Zoning Map Amendment to rezone three (3) parcels on one (1) property within the development, a Sign Variation to allow two (2) residential development signs and the Exterior Appearance to allow the construction of a four-story multi-family development to be called Avere on Duane, including 48 apartment units, underground parking and a surface parking lot on the properties commonly known as 427-443 Duane Street and 425 and 431 Melrose Avenue.

Section Three: This grant of approval of the Special Use for Preliminary and Final Planned Unit Development with deviations from the Zoning Code, a Special Use Permit to allow dwelling units in the C5B Central Business District, a Zoning Map Amendment to rezone three (3) parcels on one (1) property within the development, a Sign Variation to allow two (2) residential development signs and the Exterior Appearance is subject to the following conditions:

A. Construction of the subject development shall be in substantial conformance with the testimony presented at the June 20, 2019 public hearing before the Plan Commission, including the following plans and documents referenced below, all of which are incorporated into this Ordinance as though they were attached hereto:

1. Petitioner's Application Packet, including the following materials:
 - a. Narrative Statement/Cover Letter dated June 12, 2019
 - b. Proof of Ownership
 - c. Disclosures of Interest forms & Affidavits of Authorization forms
 - d. Preliminary PUD Application dated May 2, 2019
 - e. Final PUD Application dated May 2, 2019
 - f. Special Use Permit Application dated May 2, 2019
 - g. Zoning Map Amendment Application dated May 2, 2019
 - h. Sign Variation Application dated June 11, 2019
 - i. Exterior Appearance Application dated January 22, 2019
 - j. Reimbursement of Fees Agreement dated May 2, 2019
 - k. List of Deviations and Clarifications dated June 12, 2019
 - l. Alta Survey prepared by Haeger Engineering, dated December 14, 2018
 - m. Plat of Consolidation prepared by Haeger Engineering, dated April 26, 2019
 - n. Letter of Authorization for recordation of the Plat, dated May 3, 2019

- o. Surrounding Conditions Plan prepared by Haeger Engineering, dated January 18, 2019
- p. Final Engineering Plans, all prepared by Haeger Engineering and dated March 22, 2019 including:
 - 1. Existing Conditions Site Plan
 - 2. Demolition Plan, Exhibit "B"
 - 3. PUD Site Plan, Exhibit "C"
 - 4. Grading Plan, Exhibit "D"
 - 5. Cross Sections
 - 6. Utility Plan, Exhibit "E"
 - 7. Stormwater Pollution Prevention Plan
 - 8. Project Detail Plans
 - 9. Fire Truck Access
 - 10. Site Distance Analysis
- q. Landscape Construction Package prepared by The Lakota Group and dated June 11, 2019
 - 1. Tree Survey - ROW, Sheet L1.0
 - 2. Hardscape Plan, Sheet L2.0, Exhibit "F"
 - 3. Hardscape Plan (including Sign Plan), Sheet L2.1, Exhibit "G"
 - 4. Landscape Plan, Sheet L3.0, Exhibit "H"
 - 5. Photometric Plan (1 of 2), Sheet L4, Exhibit "I"
 - 6. Photometric Plan (2 of 2), Sheet L4.1
 - 7. Planting Schedule and Notes, Sheet L5.0, Exhibit "J"
 - 8. Site Details (retaining walls, handrail), Sheet L6.0
 - 9. Site Details (Stairs, Wood Fence, Paver), Sheet L6.1
 - 10. Site Details (Ornamental Fence, Railing), Sheet L6.2
 - 11. Site Details (Pergola), Sheet L6.3, Exhibit "K"
 - 12. Lighting Details, Sheet L6.4 – Sheet L6.6, Group Exhibit "L"
 - 13. Planting Details, Sheet L6.7
 - 14. Site Plan Rendering, Sheet L7.0
 - 15. Aerial Perspectives, Sheet L7.1
- r. Floor Plans, all prepared by BSB Designs and dated November 28, 2018
 - 1. Building Plan – Level 0 – Parking Garage, Sheet A1.00, Exhibit "M"
 - 2. Building Plan – Level 1 – Apartments, Sheet A1.01
 - 3. Building Plan – Level 2 – Apartments, Sheet A1.02
 - 4. Building Plan – Level 3 – Apartments, Sheet A1.03
 - 5. Building Plan – Level 4 – Apartments, Sheet A1.04
- s. Roof Plan, prepared by BSB Designs, dated November 28, 2018, Sheet A1.05
- t. Example Unit Plan – 1 Bedroom, prepared by BSB Designs, dated November 28, 2018, Sheet A5.02A
- u. Example Unit Plan – 2 Bedroom, prepared by BSB Designs, dated November 28, 2018, Sheet A5.03A
- v. Building Elevations, prepared by BSB Designs, dated June 11, 2019, Group Exhibit "N"

- w. Elevation Finish Schedule, prepared by BSB Designs, dated November 28, 2018, Sheet A2.01 – Sheet A2.02, Group Exhibit “O”
- x. Renderings, prepared by The Lakota Group
- y. 3-D Perspectives, Building Roof Form, prepared by BSB Design
- z. 3-D Perspectives, Roof Conditions, prepared by BSB Design
- aa. Market Study, prepared by Tracy Cross & Associates, Inc., dated September 2018
- bb. Traffic Impact Study, prepared by KLOA, Inc., dated March 25, 2019
- cc. Residential Parking Ratio Exhibit, prepared by KLOA
- dd. IDNR Eco Cat, dated December 5, 2017
- ee. Land Use Opinion Application, dated January 21, 2019
- ff. Construction Schedule
- gg. Chart of Developer Donations
- hh. Building Height Study, prepared by BSB Design, dated March 22, 2019
- ii. Exterior Appearance Review Addendum, dated May 24, 2019
- jj. Drainage Analysis, prepared by Haeger Engineering, dated August 16, 2018
- kk. Final Geotechnical Report, prepared by Testing Service Corporation, dated April 24, 2019

and these plans and documents shall be filed with and made part of the permanent records of the Glen Ellyn Community Development Department.

- B. Prior to issuance of a building permit, the petitioners shall pay the Village \$144,347.84 to be dispersed to Village taxing bodies in the following amounts:
 - 1. Glen Ellyn Park District - \$49,529.60
 - 2. School District 41 - \$28,696.00
 - 3. School District 87 - \$10,030.40
 - 4. Fire Company - \$24,000.00
 - 5. Glen Ellyn Library - \$32,091.84
- C. That prior to the issuance of a building permit, a construction management plan must be prepared, reviewed at a pre-construction meeting and approved by the Police, Fire, Public Works and Community Development Departments.
- D. That prior to the issuance of a building permit, the Utility Plan shall be revised to show the roof drains on the northwest portion of the building (north of the parking garage entrance) be connected to the storm sewer at the intersection of Duane Street and Prospect Avenue.
- E. That it is the obligation of the owners of the development to install and maintain the retaining walls on the site in perpetuity.
- F. That it is the obligation of the property owners to install and maintain the loading area on the east side of the Melrose Avenue right-of-way in perpetuity.

- G. That it is the obligation of the owner of the development to install, maintain and replace all landscape materials in accordance with the approved landscape plan.
- H. The subject development shall be constructed, operated, and maintained in compliance with the Redevelopment Agreement between the Village of Glen Ellyn and Reva Development Acquisitions, LLC a form of which is attached hereto as Exhibit "P" and which is subject to the final review and approval of the Village Attorney.
- I. That all requirements outlined in the Redevelopment Agreement shall be satisfied prior to the issuance of a building permit.
- J. That the owner of the development replace any damaged or deteriorating portions of the EIFS within 60 days' notice from the Village.

Section Four: The Village Board may, for good cause shown, waive or modify any conditions set forth in this Ordinance without requiring that the matter return for public hearing.

Section Five: This Ordinance shall be in full force and effect from and after the passage, approval, and publication in pamphlet form.

Section Six: Failure of the owners or other party in interest or a subsequent owner or other party in interest to comply with the terms of this Ordinance, after execution of such Ordinance, shall subject the owners or party in interest to the penalties set forth in Section 10-10-18(A) and (B) of the Village of Glen Ellyn Zoning Code.

Section Seven: The Village Clerk is hereby authorized to record this Ordinance with the DuPage County Recorder.

Section Eight: The privileges, obligations, and provisions of each and every section of this Ordinance shall be binding on Reva Development Acquisitions LLC, on any and all of their successors and assigns, and on any and all of the respective successor legal or beneficial owners of all or any portion of the property commonly known as 427-443 Duane Street and 425 and 431 Melrose Avenue, Glen Ellyn, Illinois.

Section Nine: The foregoing recitals are incorporated as though fully set forth in this Section Nine.

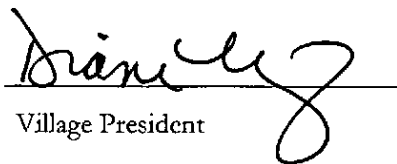
Passed by the President and Board of Trustees of the Village of Glen Ellyn, Illinois this 8 day of

July 19

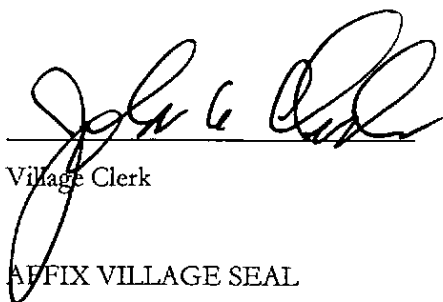
Ayes	☒	Diane McGinley	☒	Steve Thompson	☒	Mark Senak
	☒	Craig Pryde	☒	Bill Enright		Gary Fasules
		Kelli Christiansen				
Nayes		Diane McGinley		Steve Thompson		Mark Senak
		Craig Pryde		Bill Enright		Gary Fasules
	☒	Kelli Christiansen				
Absent		Diane McGinley		Steve Thompson		Mark Senak
		Craig Pryde		Bill Enright	☒	Gary Fasules
		Kelli Christiansen				

Approved by the Village President of the Village of Glen Ellyn, Illinois this 8 day of

July 2019


Village President

Attest:


Village Clerk
AFFIX VILLAGE SEAL

(Published in pamphlet form and posted on the 9 day of July, 2019.)

LEGAL DESCRIPTIONS

443 DUANE STREET

LOTS 9, 10, 11 AND 12 IN BLOCK 3 IN GLENWOOD, BEING C.A. PHILLIPS SUBDIVISION OF PART OF SECTION 10 AND PART OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 22, 1873 AS DOCUMENT 16688, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-11-325-005; and

435 DUANE STREET

LOTS 7 AND 8 IN BLOCK 3 IN GLENWOOD, BEING C.A. PHILLIPS SUBDIVISION OF PART OF SECTION 10 AND PART OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 22, 1873 AS DOCUMENT NUMBER 16688, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-11-325-004; and

431-433 DUANE STREET

LOT 5 AND 6 IN BLOCK 3 IN GLENWOOD, BEING C.A. PHILLIPS SUBDIVISION OF PART OF SECTION 10 AND PART OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 22, 1873 AS DOCUMENT NUMBER 16688, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-11-325-003; and

427-429 DUANE STREET

LOT 3 AND 4 IN BLOCK 3 IN GLENWOOD, BEING C.A. PHILLIPS SUBDIVISION OF PART OF SECTION 10 AND PART OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 22, 1873 AS DOCUMENT NUMBER 16688, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-11-325-002; and

431 MELROSE AVENUE

LOTS 1 AND 2 IN BLOCK 3 IN GLENWOOD, BEING C.A. PHILLIPS SUBDIVISION OF PART OF SECTION 10 AND PART OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 22, 1873 AS DOCUMENT NUMBER 16688, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-11-325-001; and

425 MELROSE AVENUE

LOTS 37, 38, 39, 40 IN BLOCK 3 IN GLENWOOD, BEING C.A. PHILLIPS SUBDIVISION OF PART OF SECTION 10 AND PART OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 22, 1873 AS DOCUMENT NUMBER 16688, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.s: 05-11-325-006, 05-11-325-022, & 05-11-325-023

DRAFT MINUTES
SPECIAL PLAN COMMISSION MEETING
JUNE 20, 2019

Call to Order

The special meeting of the Plan Commission was called to order by Chairperson Mary Loch at 7:00 p.m. Plan Commissioners Lloyd Berry, Angela Fanella, Phillip Hartweg, Tracy Heming Littwin, Mohammed Saeed and Jamie Vondruska were present. Commissioners John Mulherin and David Rodemann were excused. Also present were Community Development Director Staci Springer, Village Planner Kelly Purvis, Village Planner Katie Ashbaugh, Associate Planner Cole Jackson, Planning Intern Laura Kenney, Professional Engineer Rich Daubert, Development Civil Engineer Amy McKenna, Traffic Engineer Dan Schoenberg, Trustee Liaison Bill Enright and Recording Secretary Debbie Solomon.

Public Comment

No general comments on non-agenda items were made by the public at this Plan Commission meeting.

Approval of May 9, 2019 Plan Commission Minutes

Commissioner Heming-Littwin moved, seconded by Commissioner Hartweg, to approve the minutes of the May 9, 2019 Plan Commission minutes. The motion carried unanimously by voice vote.

Approval of May 30, 2019 Special Plan Commission Minutes

Commissioner Heming-Littwin moved, seconded by Commissioner Hartweg, to approve the minutes of the May 30, 2019 Special Plan Commission minutes. The motion carried unanimously by voice vote.

Chairperson Loch explained the procedures and role of the Plan Commission. Chairperson Loch stated this is a one-step project, and the next step would be for the project to go before the Village Board for a vote at a future meeting.

Public Hearing -- 427-443 Duane Street & 425-431 Melrose Avenue - Avere on Duane -
Planned Unit Development, Special Use Permit, Zoning Map Amendment, Sign
Variation

On the agenda was a public hearing to review the proposal for a Planned Unit Development for a multi-family residential building featuring 48 luxury apartment units.

PUBLIC HEARING – 427-443 DUANE STREET & 425-431 MELROSE AVENUE - AVERE ON DUANE - PLANNED UNIT DEVELOPMENT, SPECIAL USE PERMIT, ZONING MAP AMENDMENT, SIGN VARIATION

PUBLIC HEARING WITH DISCUSSION, CONSIDERATION, AND RECOMMENDATION REGARDING A PROPOSAL FOR A PLANNED UNIT DEVELOPMENT FOR A MULTI-FAMILY RESIDENTIAL BUILDING FEATURING 48 LUXURY APARTMENT UNITS.

Commissioner Heming-Littwin moved, seconded by Commissioner Fanella, to open the public hearing at 7:05 p.m. The motion carried unanimously by voice vote.

Staff Introduction

Sworn in for the Village were Community Development Director Springer, Village Planner Purvis, Professional Engineer Daubert and Traffic Engineer Schoenberg.

Village Planner Purvis showed an overview of the properties and stated this public hearing is regarding a request from petitioners Warren James and Matt Nix of Reva Development Partners, contract purchasers of the properties located at 443, 435, 431-433, 427-429 Duane Street and 425-431 Melrose Avenue, for a Planned Unit Development of the subject properties with a new multi-family residential building featuring 48 luxury apartment units, an underground parking garage and a surface parking lot on the south side of the site.

Village Planner Purvis stated in order to proceed with the project as proposed, the petitioners will need approval of the following:

1. A Special Use Permit for a Planned Unit Development in accordance with Section 10-10-15 of the Glen Ellyn Zoning Code.
2. The following deviations from the Glen Ellyn Zoning Code:
 - a. Section 10-4-17-2(E) to allow the construction of a building that will be 68.65 feet in lieu of the permitted height of 60 feet; and
 - b. Section 10-4-17-2(E) to allow the portion of the building over 45 feet to be stepped back 0 feet in lieu of the minimum step back of 15 feet; and

- c. Section 10-4-17-2(G) to allow 82 parking spaces to be provided for the development in lieu of 92 spaces required; and
 - d. Section 10-4-17-2(D)3(a) to allow a front yard setback along Melrose Avenue to be 17.81 feet in lieu of the required 25 feet; and
 - e. Section 10-4-17-2(D)3(a) to allow a front yard setback along Prospect Avenue to be 8 feet in lieu of the required 25 feet; and
 - f. Section 10-4-17-2(D)3(b) to allow a corner side yard setback along Duane Street of 10 feet in lieu of the required 25 feet; and
 - g. Section 10-5-8(I) to allow 3 parking spaces in the garage to be 8 feet 6 inches wide in lieu of the 9 feet width required; and
 - h. Section 10-5-5(C)1 to allow an impervious surface setback along a portion of the southern property line to be 0 feet in lieu of the required 6.17 feet to allow for the construction of a private sidewalk and retaining wall at the property line; and
 - i. Any other deviations necessary to construct the development as depicted on the plans presented and available for public review.
- 3. A Special Use Permit in accordance with Section 10-10-14 of the Zoning Code to allow multi-family dwelling units in the C5B Central Business District.
 - 4. A Zoning Map Amendment in accordance with Section 10-10-13 of the Zoning Code to rezone two of the parcels on the property at 425 Melrose Avenue from R4 to C5B Central Business District, and to rezone one of the parcels on the property at 425 Melrose Avenue from R2 to C5B Central Business District zoning district.
 - 5. A Sign Variation from Section 4-5-11(D) of the Sign Code to allow two (2) residential development signs in lieu of the one (1) sign permitted.
 - 6. The Exterior Appearance of the building (reviewed by staff, with Village Board approval).
 - 7. The consolidation of the lots (reviewed and approved by staff). Discussions related to the redevelopment agreement and the request for TIF funds will be considered by the Village Board.

Village Planner Purvis stated notice of the public hearing was published in the June 5, 2019 edition of the Daily Herald and mailed to property owners within 350 feet of the subject property, and a placard was placed at 443 Duane Street and 425 Melrose Avenue on June 5, 2019.

Village Planner Purvis stated the subject properties are located on the south side of Duane Street between Melrose Avenue and Prospect Avenue with a portion of the site extending southerly along the east side of Melrose Avenue, and the total site is comprised of six properties totaling 1.18 acres. Village Planner Purvis stated a majority of the property is zoned C5B Central Business District, Central Service Subdistrict. Village Planner Purvis stated the property extending southerly along Melrose Avenue is zoned R4 Residential and R2 Residential, and the surrounding zoning and land uses are as follows:

Surrounding Land Uses	Zoning
North: Commercial, Glen Ellyn Public Library	C5B
South: Residential, Single Family	R2
East: Commercial	C5B
West: Residential, Multi-Family	R4

Village Planner Purvis showed a rendering of the proposed building and stated the exterior appearance is not under the Plan Commission's purview; however, they will see samples of the building's materials in the petitioners' presentation. Village Planner Purvis stated the exterior appearance will be reviewed by the staff and then the Village Board.

Village Planner Purvis stated the Comprehensive Plan highlights this part of the downtown as an area where replacement of older structures with high-quality townhomes and similar multi-family developments would be appropriate. Village Planner Purvis stated the Downtown Strategic Plan also suggests the site would be appropriate for multi-family development and further encourages that 450 dwelling units be added to the downtown.

Village Planner Purvis stated Reva Development Partners came before the Plan Commission on November 9, 2017 for a pre-application meeting. Village Planner Purvis stated the pre-application meeting was highly publicized, and eight members of the public present at the meeting spoke against the project. Village Planner Purvis stated the Plan Commission was supportive of the project in concept including the proposed height deviation of approximately 8 feet.

Village Planner Purvis stated there are some deviations being requested with this project, including the Building Height, the Building Setbacks, the Impervious Surface Setback, Parking and Parking Stall Width. Village Planner Purvis stated the project will require approval of a height deviation as part of the proposed Planned Unit Development. Village Planner Purvis

stated a total building height of 55 feet and 4-stories is permitted in the C5B zoning district. Village Planner Purvis stated an additional 5 feet of height, is permitted when at least 75% of the floor area at or below grade is used for parking. Village Planner Purvis stated since the proposed project meets this requirement, the maximum permitted height for the project is 60 feet. Village Planner Purvis stated the Code also requires that any portion of the structure higher than 45 feet be stepped back 15 feet from the front façade(s). Village Planner Purvis stated in this case, the property has two front yards, one along Melrose Avenue and one along Prospect Avenue. Village Planner Purvis stated the building is proposed to be 68 feet 8 ½ inches from the average grade on the site and will be comparable in height to the Glen Ellyn Public Library.

Village Planner Purvis stated there is no step-back proposed for the top floor on the Melrose or Prospect frontages. Village Planner Purvis stated the petitioners have included a building height study and 3-D models which provide some context as to how the development will fit into the existing neighborhood. Village Planner Purvis stated staff would also note that the site is in a low-lying part of the downtown, and the proposed Avere project is 744.1 feet above sea level.

Village Planner Purvis stated the Code requires that lots fronting on two non-intersecting streets meet the front yard setback requirement on both frontages. Village Planner Purvis stated the two front yard setbacks of 25 feet are required from the lot lines adjacent to Melrose Avenue and Prospect Avenue. Village Planner Purvis stated a corner side yard setback of 25 feet is also required from the lot line adjacent to Duane Street. Village Planner Purvis stated the proposed setbacks for the development are 17.81 feet from the lot line along Melrose Avenue, 8 feet from the lot line along Prospect Avenue, and 10 feet from the lot line along Duane Street. Village Planner Purvis stated according to the petitioners, the building has been positioned to maximize parking on the site, provide a long enough driveway to safely access the parking garage, and to minimize the impact of the development on the adjacent single-family homes to the south of the site.

Village Planner Purvis stated the Code requires that an impervious surface setback of 6.17 feet be provided from each lot line. Village Planner Purvis stated the project proposes a walkway from the surface parking lot to the main entrance of the building (on the southeast side of the site) which then leads out to Prospect Avenue. Village Planner Purvis stated due to the positioning of the building and in order to provide an ADA compliant walkway, the walkway is proposed to be constructed adjacent to south the lot line so a deviation is necessary to reduce the impervious surface setback from 6.17 feet to 0 feet along the south property line. Village Planner Purvis stated a screening fence will be provided on the site between where the walkway is proposed and the adjacent property to the south.

Village Planner Purvis stated the proposal includes an underground parking garage with 48 parking spaces that will be numbered and assigned to each unit. Village Planner Purvis stated

the surface parking lot on the southwest portion of the property provides an additional 34 surface parking spaces for residents and their guests. Village Planner Purvis stated a total parking ratio of 1.7 spaces per unit (82 parking spaces total) is proposed for the development. Village Planner Purvis stated the Village Code requires 1.5 parking spaces for every one-bedroom unit and 2 parking spaces for every unit with two or more bedrooms. Village Planner Purvis stated with 8 one-bedroom units proposed and 40 two-bedroom units proposed, the total required number of parking spaces for this project is 92 or 1.92 spaces per unit. Village Planner Purvis stated Village Staff is comfortable with the proposed parking ratio of 1.7 spaces per unit due to the building's proximity to the train station and based upon planning standards that suggest transit oriented developments require less parking. Village Planner Purvis stated the Village's traffic consultant has reviewed the proposed parking ratio and has suggested that a parking ratio of 1.47-1.54 would be adequate for this development.

Village Planner Purvis stated three parking stalls within the garage are proposed to have a width of 8 feet 6 inches in lieu of the required 9 feet width required by Code. Village Planner Purvis stated due to the location of the stairwells in the garage, the three narrower parking stalls cannot be widened further. Village Planner Purvis stated the Village's traffic consultant has suggested that these three stalls may present some challenges. Staff has suggested that the parking stalls that do not meet the 9 foot Code requirement should be used by compact cars only so parking stalls #4, #21 and #22 require a deviation from the Code.

Village Planner Purvis reviewed additional site details, including vehicular access and circulation, a traffic analysis, stormwater, utility undergrounding, landscaping and screening, lighting, a loading space and refuse and recycling.

Questions from the Plan Commission

Commissioner Saeed asked what the height of the library is. Village Planner Purvis stated the library is about 65 feet in height from the average existing grade.

Petitioners' Presentations

Sworn in for the petitioner were Warren James, Principal with Reva Development Partners, Matt Nix, Principal with Reva Development Partners, Javier Millan with KLOA, Paul Gianni, with BSB Architecture, Kim Lask, Project Manager with Haeger Engineering and Scott Ferris, Principal with Lakota Group.

Mr. James thanked the Village Staff and the Plan Commissioner for the great guidance that was given while reviewing the plans for this proposed project. Mr. James stated he has been a builder/developer for 32 years, and he has developed many successful communities. Mr. James stated he is attuned to the need for providing this kind of housing, and they want to create an appropriate housing style so the residents of Glen Ellyn can stay in Glen Ellyn. Mr. James stated they are making a long-term commitment to the Village as they are planning to own this development for many years to come. Mr. James showed pictures of the existing developments they have and stated the plan needs to work for the residents and the building and will need to fit into the community.

Mr. James reviewed the existing conditions of the properties in question and stated the grade rises as the properties go to the south which is why the building is measured as high as it is. Mr. James stated they are trying to integrate the building into the land. Mr. James showed a residential site plan and stated there will be an 18-inch landscape wall along the perimeter. Mr. James stated they used the Village's base date from the existing stormwater models to estimate the flood water projections of a 100-year storm event, and they are making changes to the plan to reroute the down spouts. Mr. James showed renderings of the building's elevations and stated the mass of the building is broken down into smaller pieces. Mr. James stated the top of the first floor to the primary eave will be 42 feet. Mr. James reviewed the unit types and building amenities and stated the units will be condo-quality finishes.

Mr. Nix reviewed the market and the benefits of renting for empty-nesters. Mr. Nix stated there has been a shift in a preference to rent. Mr. Nix reviewed the market factors, the benefits of renting and the benefits to the community.

Plan Commission Questions

Commissioner Vondruska stated his flood concern questions were answered and asked if there can be a landscape allowance to provide cushioning to the residence to the south of the property. Mr. James stated they are still having on-going negotiations with this property owner.

Chairperson Loch asked about the grade drop. Mr. James showed a rendering showing building heights and stated from Hillside to Duane, there is a significant grade change of about 20 feet.

Commissioner Fanella asked about the 3 compact parking spaces in the underground parking. Mr. James stated there will be 1 parking space per unit reserved in the underground parking with 2 ADA spaces as well. Mr. James stated they will be renting the spaces so if a resident has a smaller car then they can lease the compact space.

Commissioner Heming-Littwin asked if some people in the building will not have cars. Mr. James stated this could be conceivable, but they are not planning on it.

Chairperson Loch asked if 20-somethings would find this development interesting. Mr. James stated they are not age-restrictive, and everyone has different reasons for renting. Mr. James stated they designed the building to appeal the most to empty-nesters.

Commissioner Fanella asked if they expected school-aged kids in the building. Mr. James stated there might be infants in the building, but they do not expect school-aged kids.

Public Comment

Tim Brinker, who resides at 421 Hillside Avenue, stated he lives one block from the proposed development. Mr. Brinker stated he is pro-development and would like to see the Village charm kept. Mr. Brinker stated there will be a negative impact on the current residents with a building of this size, and this will set a precedent for more development like this. Mr. Brinker stated there are many deviations requested, including ones for height and green space. Mr. Brinker stated if this project is good for the Village then they need to consider other locations. Mr. Brinker asked the Plan Commission not to go forward with this.

Claudia Schafer, who resides at 410 Melrose Avenue #302, stated the size and scale are not right, and the height of this proposed building is supposedly comparable to the library. Ms. Schafer stated this will be a large rectangular box, and it is too dense for this location. Ms. Schafer stated if the library is a barometer, this sits at the tracks and serves a public interest. Ms. Schafer stated the single-family homes will be in shadow due to this building, and it will not be good for property values. Ms. Schafer stated there will be little to no street parking and wonders why the project would be approved if it does not have the required number of spaces. Ms. Schafer stated the residents are entitled to Zoning Code protections too, and they need responsible growth in the Village. Ms. Schafer stated this project does not deserve to be approved with the current plan as there are too many variances.

Jim Bertholdt, who resides at 674 Essex Road, stated he is an empty-nester which is what this project is fit for. Mr. Bertholdt stated he might be one of this building's first customers. Mr. Bertholdt stated he understands the traffic control because if they moved into this building, they will probably go down to only 1 car and will walk to the downtown area. Mr. Bertholdt stated this building will help to support local business, and he does not think traffic will be a problem.

Jaimee Klotz-Sadler, who resides at 424 Prospect Avenue, stated she is here representing her aging father and disabled sister who live right by the development. Ms. Klotz-Sadler stated their woodsy backyard will become a parking lot with lights on 24 hours a day, 7 days a week. Ms. Klotz-Sadler stated they have been told by the developers that this will be approved. Ms. Klotz-Sadler stated the petitioners want their home so the workmen can park there. Ms. Klotz-Sadler stated the median price in the neighborhood is over \$400,000, but they were only offered \$249,000 for their property and then \$301,000. Ms. Klotz-Sadler stated if they stay in the home, they would be trapped in a bright, noisy home for the rest of their days.

Adam Carter, who resides at 426 Hillside Avenue, stated he agrees development is important, but they are forcing a square peg into a round hole as this development does not fit the space. Mr. Carter thanked the petitioners for the 3-D models as these showed how out of place this building would be. Mr. Carter stated he has done research on Reva Development, and they have done nice developments where there is space. Mr. Carter stated Reva is attempting a small development, but this still does not fit. Mr. Carter stated this building will be a concrete monolith that will not fit. Mr. Carter stated he has a hard time with the alleged traffic tests. Mr. Carter asked the Plan Commission to not let this project go forward.

Jeff Scribner, who resides at 432 Hillside Avenue, stated he is representing his property and his in-laws' property at 413 Melrose Avenue. Mr. Scribner stated both properties will stare at this building. Mr. Scribner stated he would like to see development at this site, but this is still too big. Mr. Scribner stated he has a hard time believing there will be no traffic problems. Mr. Scribner stated row homes or something 2 stories would be more in scale and more appropriate here. Mr. Scribner stated he does not see how this benefits his family and their property values. Mr. Scribner stated the Plan Commission should reject this request and look for something more appropriate.

Sharon Wussow, who resides at 519 Western Avenue, stated she served for 10 years on the Architectural Review Commission. Ms. Wussow asked if the EIFS was to be used on the first floor because this can damage easily. Mr. James stated it is generally on the second floor and up and showed where the EIFS is proposed on the rendering. Ms. Wussow stated this looks like an attractive building, and there is a demand in the community for this. Ms. Wussow stated her heart does go out to the homeowners near this development.

Daniel Barnett, who resides at 417 Melrose Avenue, stated he is just south of the proposed parking lot, and he is concerned about how long and how noisy construction will be. Mr. Barnett asked the petitioners to be mindful and respectful as all the neighbors will be impacted.

Lawrence Rajeck, who resides at 364 Duane Street, stated he is surprised they are building this development in this space as there are better places down by him. Mr. Rajeck asked what will

happen to the sewers and the amount of back-ups with this added development as he has water issues often. Mr. Rajeck asked if an impact study on the sewers were done as he is very concerned about this building being built on this site. Mr. Rajeck stated the Village continues to build, and there are still problems with the sewers. Mr. Rajeck stated they need to think about the impact on the sewers and such.

John Micheli, who resides at 546 St. Charles Road, stated he has read that this type of architecture is controversial and is being banned across the country. Mr. Micheli stated many towns are limiting to 3 stories, and these developments are putting problems into every community. Mr. Micheli stated a building like this is not appropriate, and this building will be shoe-horned into a plot of land where it does not fit. Mr. Micheli stated there have been no hardships offered as to why the petitioners need the variances, and this is self-inflicted. Mr. Micheli stated they will not rent all the garage spaces so residents will park outside. Mr. Micheli stated this development is not in the best interest of the community, and more thought should be put into this.

Brian Garofalo, who resides at 355 Center Street, stated he is all for development, but this dense of a property development is not right for this area. Mr. Garofalo stated this building will be too big. Mr. Garofalo stated he finds the traffic study hard to believe as well as that Reva will be long-term partners with the community. Mr. Garofalo stated this development is not in Glen Ellyn's best interest.

Jim Prescott, who resides at 764 Highland Avenue, stated anytime a development comes to town, parking is an issue. Mr. Prescott stated he thinks this development will give 48 families the opportunity to walk to church, walk to the train and walk to a nice dinner. Mr. Prescott stated he is going to be an empty-nester, and he would want one of these units. Mr. Prescott stated he cannot think of a nicer place that will be so close to town.

Arthur Borkowski, who resides at 693 Elm Street, stated he is an empty-nester, and this would be a perfect place. Mr. Borkowski stated he hopes this gets approved as he want to stay in a nice place in Glen Ellyn. Mr. Borkowski stated he knows some residents many not benefit from this development, but 48 families will be affected positively.

Chris Wilson, who resides at 537 Phillips, stated she is a part of the Citizens for Glen Ellyn Preservation, and they should preserve the character and community of Glen Ellyn. Ms. Wilson stated if this building would fit in, it would be great, but it is too tall and too dense. Ms. Wilson stated this building is for the developer and not for the community. Ms. Wilson stated Glen Ellyn's citizens need to fight to keep their community, and they do not need a building of this size.

Mike Wilson, who resides at 716 Crescent Boulevard, stated the Village's Zoning regulations are a joke as Glen Ellyn gives into everything. Mr. Wilson stated they need to scale back to what the Zoning Code says. Mr. Wilson stated someone will come in, keep to the Zoning Code and can still make a profit from it.

Pete Ladesic, who resides at 615 Scott, stated a development like this is needed in the community, and he thinks the rents are affordable. Mr. Ladesic stated it would be good to have this opportunity for empty-nesters, and this is a well-thought out development. Mr. Ladesic stated they need to seize opportunities like this if they are going to save Glen Ellyn.

Tom Kamm, who resides at 392 Prospect Avenue, asked why they would need 6 variances. Mr. Kamm stated they should get rid of all the Zoning regulations because the Village is just going to give all the variances anyways. Mr. Kamm asked why they have Zoning regulations if they are not going to be listened to. Mr. Kamm asked if the developers would be developing this property without the TIF District.

Christine Fiebig, who resides at 297 Lorraine, stated she is concerned about any development going on as they need to think about spending money on traffic control. Ms. Fiebig stated she lives where Sawyer joins Lorraine, and people are always moving fast down Lorraine. Ms. Fiebig stated any more development down there will affect Main Street and Lorraine.

Commissioner Hartweg moved, seconded by Commissioner Heming-Littwin, to close the public hearing at 9:00 p.m. The motion carried unanimously by voice vote.

Chairperson Loch called for a 5-minute break at 9:00 p.m.

Chairperson Loch reconvened the meeting at 9:08 p.m.

Chairperson Loch stated there were some questions about the traffic study and asked the traffic consultants to share their findings.

Mr. Schoenberg stated they used normal methodology of trip generation which has a large number of statistics. Mr. Schoenberg stated projects are looked at with how many trips are expected based on the size and number of people on the land use. Mr. Schoenberg stated they use nationally accepted statistics to estimate the trip generation. Mr. Schoenberg stated for a 48-unit apartment building, there are 17 morning trips generated and 22 evening trips generated. Mr. Schoenberg stated for retail or office, it would be 15 morning trips and 38 evening trips generated. Mr. Schoenberg stated there will be a reduction in vehicles coming and going based on the national standards.

Mr. Millan stated for typical morning traffic counts, they survey between 7:00 a.m. and 9:00 a.m. Mr. Millan stated to account for St. Petronille's School, they expanded the afternoon survey from 2:30 p.m. to 6:00 p.m. Mr. Millan stated these traffic standards are used by the government and private entities and have 50 years of data. Mr. Millan stated even though this is an apartment building, they assumed everyone would be driving and not taking the train so they could see the worst-case scenario, and the traffic counts were still reduced.

Commissioner Fanella asked when KLOA did their traffic counts. Mr. Millan stated on Tuesday, August 28, 2018 when St. Petronille's School was back in session for the school year.

Comments from the Plan Commission

Commissioner Hartweg stated this was a thorough presentation. Commissioner Hartweg states he typically hears from residents, "This is a great idea, but not in my backyard." Commissioner Hartweg stated he appreciates the comments as he knows the values could go down, but they also could go up. Commissioner Hartweg stated he feels pretty good overall about the project, and he is not concerned about the traffic or the parking. Commissioner Hartweg stated he is supportive of this project.

Commissioner Vondruska stated the Plan Commission is made up of Glen Ellyn residents appointed to this Commission, and the Plan Commission is an advisory commission. Commissioner Vondruska stated if the Plan Commission votes to not recommend a project, they cannot put conditions on the project. Commissioner Vondruska stated there are always a faction of people who are against projects, and the Plan Commission looks at the project as a whole with the plusses and minuses. Commissioner Vondruska stated Glen Ellyn has a reputation of being a not-developer friendly Village, and there has not been much development. Commissioner Vondruska stated no one on the Plan Commission wants to harm the character of Glen Ellyn, and residential construction is very different than commercial construction. Commissioner Vondruska stated they need to balance the needs of the people who want a place like this and the people who do not want this. Commissioner Vondruska stated the parking spaces are more targeted toward empty-nesters, and a reduction in cars will keep happening. Commissioner Vondruska stated he is not concerned about the parking variances. Commissioner Vondruska stated he hopes the Village and the petitioners can work things out with the resident to the south. Commissioner Vondruska stated this project is pushing boundaries, but it is not a bad project. Commissioner Vondruska stated he is fine with the Staff-recommended conditions.

Commissioner Berry stated he supports the overall project. Commissioner Berry stated the developer has a proven track record. Commissioner Berry stated he was initially concerned about the roof, but he is fine with this.

Commissioner Saeed thanked the petitioners for coming back with a redesigned project, and he is confident the petitioners will do a good job. Commissioner Saeed stated his previous concerns about the project have been answered, and the deviations are not that great. Commissioner Saeed stated there will not be a big height difference between this project and the library. Commissioner Saeed stated the Comprehensive Plan encouraged development on this site, and this type of building will enhance this area. Commissioner Saeed stated he asks the petitioners to set aside a small percentage of units for seniors and retirees. Commissioner Saeed stated he fully supports the project.

Commissioner Fanella stated she has been debating on this, but she does not think the Village can let perfect get in the way of good. Commissioner Fanella stated she would have liked to have seen the building pulled back a bit, but she is fine with this. Commissioner Fanella stated they need to bring this type of opportunity to the Village. Commissioner Fanella stated she supports all the Staff-recommended conditions. Commissioner Fanella stated she understands some residents do not want this in their backyard, but this will be an improvement from what is there now.

Commissioner Heming-Littwin thanked all the public who came out and the developer as well. Commissioner Heming-Littwin stated the streets of Glen Ellyn are narrow, and the developer is not required to have underground parking, but will have 1 space per unit anyways. Commissioner Heming-Littwin stated more and more people are down to 1 car or no car at all. Commissioner Heming-Littwin stated the community and character of Glen Ellyn are very important, and the community is based on the people who live in the Village and not the buildings that are built. Commissioner Heming-Littwin stated she wants to see Glen Ellyn continue to thrive, and this development is what she believes is the best thing for the Village. Commissioner Heming-Littwin stated she is concerned about what she heard about what is happening with the property to the south and hopes this gets resolved appropriately. Commissioner Heming-Littwin stated she would like to see landscaping on the south side of the parking lot as an additional buffer and not just a fence. Commissioner Heming-Littwin stated the Plan Commission can only address what is being proposed for a property, and they need this kind of housing in Glen Ellyn. Commissioner Heming-Littwin stated she will vote in favor of this.

Commissioner Heming-Littwin stated she is fine with the sign variation. Chairperson Loch polled the other Plan Commissioners, and all were fine with this sign variation.

Chairperson Loch stated projects like this that come before the Plan Commission are complex. Chairperson Loch stated there are not a lot of deviation requests with this project compared to other projects. Chairperson Loch stated the Plan Commissioners did have some letters from residents in their packet and another on the dais, supporting this project. Chairperson Loch stated underground parking is expensive, but the developers are putting this in. Chairperson Loch stated she understands the setback is close to Duane Street, but this is because if the building was further south, it would affect more single-family homes. Chairperson Loch thanked the neighbors and community members who came to the meeting. Chairperson Loch stated the building fits into the whole general area, and she is in support of this. Chairperson Loch stated no done deal ever comes before the Plan Commission, and the Plan Commission made suggestions on this project over a year ago. Chairperson Loch stated the Plan Commission does not see a packet on a project until right before a Plan Commission meeting.

Commissioner Heming-Littwin moved, seconded by Commission Berry, to recommend approval of a Special Use Permit for the Preliminary and Final Planned Unit Development, a Special Use Permit for a Zoning Map Amendment and a Sign Variation for a proposed multi-family development on the south side of Duane Street between Melrose Avenue and Prospect Avenue.

After conducting a Public Hearing and deliberating on the request of Warren James and Matt Nix of Reva Development Partners, contract purchasers of the properties located at 443, 435, 431-433, 427-429 Duane Street and 425-431 Melrose Avenue, for approval of a Special Use Permit to allow dwelling units in the C5B Central Business District and a Special Use Permit for Preliminary and Final Planned Unit Development of a multi-family development, including 48 luxury apartments, an underground parking garage and a surface lot on the south side of Duane Street between Melrose Avenue and Prospect Avenue, the Plan Commission makes the following findings of fact in regards to the request:

1. The proposed use will be harmonious in accordance with the general objective for within a specific objective of the Comprehensive Plan and the Zoning Code.
2. The Planned Unit Development will be designed, constructed, operated and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general facility, and that such use will not change the essential character of the area.
3. The proposed Unit will not be hazardous or disturbing to existing or future neighborhood uses of the property.

4. The proposed Unit will be served adequately by existing public facilities and services, such as highways, street, police, fire protection, drainage, structure, refuse disposal, water, sewers and schools.
5. The proposed use will not create an excessive additional requirement and public cost for public facilities and services and will not be detrimental to the economic welfare of the Village.
6. The use will not involve activities, processes, materials, equipment and/or conditions of operation that will be detrimental to any persons, property or the general welfare by reason of excessive production of noise, traffic, smoke, fumes, glares and odors.
7. The development will have vehicular approach to the property which shall be designed as not create undo interference to traffic or surrounding public streets or roads.
8. The development will not increase the potential for flood damage to adjacent properties or require additional public expense for flood protection or rescue or relief.
9. The development will not result in destruction, loss or damage of natural, scenic or historic features of major importance to the community.

In addition, the Plan Commission makes the following findings in regards to the requested Zoning Map amendment:

1. The identification of the existing use of the property within the general area of affected property.
2. The identification of general classifications of the property within the general area of affected property.
3. The determination as to the suitability of the property in question to the uses permitted under the existing classification under the proposed classification or district.

4. The tend or development, if any in the general area of the affected property including changes if any, which take place since the date the affected property was placed in its present zoning classification.

In addition, the Plan Commission makes the following findings regarding the Sign Variation:

1. The requested variation complies with the state and the purpose.
2. The practical difficulties or hardships in compliance with the Sign Code is based on a unique circumstance.
3. The variation if granted would have no adverse impact on the existing or desired character of the surrounding area.
4. The variation if granted would not endanger public health or safety.

Therefore, the Plan Commission recommends that the Village Board approve a Special Use to allow residential dwelling units in the C5B Zoning District, Special Use for a Planned Unit Development with deviations for building height, parking ratio, parking stall width, building setbacks and stepbacks and impervious surface, the Zoning Map Amendment and Sign Variation to allow two (2) signs instead of one (1) residential identification sign, all subject to the following conditions:

1. That prior to the issuance of a building permit, the petitioners pay the abovementioned Developer Donations to Village taxing bodies.
2. That the project be constructed in substantial conformance with the plans and testimony presented at the Plan Commission public hearing and before the Village Board of Trustees.
3. That prior to the issuance of a building permit, a construction management plan must be prepared, reviewed at a pre-construction meeting and approved by the Police, Fire, Public Works and Community Development Departments.
4. That prior to the issuance of a building permit, the Utility Plan shall be revised to show the roof drains on the northwest portion of the building (north of the parking garage entrance) be connected to the storm sewer at the intersection of Duane Street and Prospect Avenue.

5. That it is the obligation of the owners of the development to install and maintain the retaining walls on the site in perpetuity.
6. That it is the obligation of the property owners to install and maintain the loading area on the east side of the Melrose Avenue right-of-way in perpetuity.
7. That it is the obligation of the owners of the development to install, maintain, and replace all landscape materials in accordance with the approved landscape plan.

Village Planner Purvis asked Commissioner Hemming-Littwin if her motion includes the full findings of fact and standards that were provided to the Plan Commission this evening and were largely based on the petitioners' application packet, and if she would like those findings of fact and standards attached as an exhibit to the Plan Commission minutes. Commissioner Hemming-Littwin affirmed that the motion did include the aforementioned pieces as well. Chairperson Loch stated there was verbiage in the motion as prepared that the Plan Commission would like included, but did not feel the need to read, so it should be attached.

The motion carried with seven (7) yes votes and zero (0) no votes as follows: Plan Commissioners Hemming-Littwin, Berry, Fanella, Hartweg, Saeed and Vondruska and Chairperson Loch voted "yes."

Chairperson Loch stated the Plan Commission is an advisory board, and this project will go before the Village Board for a vote on July 8, 2019.

Trustee's Report

Trustee Enright stated the Village Board is working on the update to the Comprehensive Plan, and there is an Open House on Wednesday, June 26, 2019 from 4:00 p.m. to 7:00 p.m. for the public to give feedback on the 6 Catalyst Sites, 3 in the downtown and 3 on Roosevelt Road.

Chairperson's Report

None

Staff Report

Village Planner Purvis stated there will be a meeting on June 27, 2019 as they will continue the public hearing regarding off-premise signage in the downtown and will also talk about a minor subdivision.

Other Business

None

Adjournment

Plan Commissioner Hartweg moved, seconded by Plan Commissioner Heming-Littwin, to adjourn the meeting at 9:47 p.m. The motion carried unanimously by voice vote.

Respectfully Submitted,

Debbie Solomon
Recording Secretary

Attached Findings

"MOTION" (DRAFT) TO RECOMMEND APPROVAL OF A SPECIAL USE PERMIT FOR THE PRELIMINARY AND FINAL PLANNED UNIT DEVELOPMENT, A SPECIAL USE PERMIT, A ZONING MAP AMENDMENT, AND A SIGN VARIATION FOR A PROPOSED MULTI-FAMILY DEVELOPMENT ON THE SOUTH SIDE OF DUANE STREET BETWEEN MELROSE AVENUE AND PROSPECT AVENUE.

After conducting a public hearing and deliberating on the request of Warren James and Matt Nix of Reva Development Partners, contract purchasers of the property located at 427-443 Duane Street and 425-431 Melrose Avenue, for approval of a Special Use Permit to allow dwelling units in the C5B Central Business District and a Special Use Permit for Preliminary and Final Planned Unit Development of a multi-family development including 48 luxury apartments, an underground parking garage and surface parking lot on the south side of Duane Street between Melrose Avenue and Prospect Avenue, the Plan Commission makes the following findings of fact in regard to the requests.

(The below underlined findings have been derived from the petitioners' applications. The Commission may feel free to amend or modify the findings as appropriate).

1. The proposed use will be harmonious and in accordance with the general objectives, or within a specific objective of the Comprehensive Plan and/or Zoning Code, because the Comprehensive Plan highlights this area of the downtown as an "improvement and development site" where replacement of older structures with high-quality townhomes and similar multi-family developments should be promoted. Both the Comprehensive Plan and Downtown Strategic Plan indicate that this location is suitable for multi-family development. The Downtown Strategic Plan includes several references encouraging the type of development proposed on the subject property. Specifically, this development will increase the Village's population within walking distance of the downtown, by increasing the number of dwelling units (and thereby, consumers) in and around the Downtown. The Strategic Plan further emphasizes a need to provide additional dwelling units for different types of households – especially empty-nesters and young professionals. Avere on Duane is designed to fulfill the multi-family housing needs described in the Village's Comprehensive and Strategic Plans.
2. The planned unit development will be designed, constructed, operated and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that such use will not change the essential character of the same area because the proposed design of the building is in keeping with the character of the adjacent library. The proposed building is proximate to larger scale buildings such as the library and St. Petronille Church and is adjacent to an existing multi-family building to the west. The assemblage of property (between Melrose and Prospect) is at the low end of the block as the terrain rises to the south. The intended character of the area as set forth in the Glen Ellyn Strategic Plan is for multi-family residential, consistent with the proposed development. The proposed use of the property is residential, which is more compatible with the neighborhood than the current commercial uses on the site.
3. The proposed use will not be hazardous or disturbing to existing or future neighborhood uses of the property because the proposed residential use is consistent with the residential uses to the east, south and west of the subject property. The traffic study prepared by KLOA in connection with the proposed development determined that the relatively low traffic generated by the use

will not overburden adjacent streets and that the access to the building off of Melrose is the most appropriate location, avoiding the busier Prospect Avenue and Duane Street.

4. The proposed use will be served adequately by existing public facilities and services such as highways, streets, police, fire protection, drainage structure, refuse disposal, water, sewers and schools because the character of the building and the target market will not place an undue demand on municipal services. The existing storm, sanitary and water services have sufficient capacity to serve the proposed development. The parking lot will be constructed with permeable pavers in order to capture runoff prior to discharge into the existing storm sewer. The building will be equipped with automatic fire sprinklers and an emergency generator for added safety. The anticipated future residents are likely to be adults with few, if any, school aged children. The apartment building will be owned by a single entity and will be professionally managed. The owner of the building will contract for private refuse and recycling, building and grounds maintenance including landscaping and snow removal.
5. The proposed use will not create excessive additional requirements at public cost for public facilities and services and will not be detrimental to the economic welfare of the Village because the anticipated residents of the proposed building are expected to be "renters by choice" that are seeking an alternative to a traditional single-family home. In keeping with the objectives of the Downtown Strategic Plan, increasing downtown population is critical to attracting and supporting local retailers and restaurants. The target market of Avere on Duane is primarily empty nesters, single professionals and couples that may be moving to the area. The developer's experience with similar developments of this kind have shown low demand on public services and few if any school aged students. In addition, as evidenced by the TIF projections which have been verified by the Village's consultant, the Avere on Duane development will generate significant increment a substantial portion of which will inure to the benefit of the Village. In summary, the proposed development of Avere on Duane will add to the economic vibrancy of the community and will not incur significant demands on public resources or facilities and will result in a positive fiscal impact to the community and its taxing districts.
6. The use will not involve activities, processes, materials, equipment and/or conditions of operation that will be detrimental to any persons, property or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare and odors because the proposed residential use will not involve uses, activities, processes, material or equipment that would be detrimental to any persons or property or the general welfare and will not produce excessive traffic (as outlined in the traffic study conducted by KLOA), noise smoke, fumes, glare or odors.
7. The development will have vehicular approaches to the property, which shall be so designed as not to create an undue interference with traffic on surrounding public streets or roads because traffic will be directed to Melrose Avenue to minimize disturbance on Duane Street and Prospect Avenue which are busier roads. The traffic study conducted by KLOA indicates that the traffic generated by the proposed development will be less than the traffic generated by the existing uses on the site. It is also shown that the traffic to be generated can be accommodated by the area roadway system and that the development will provide a sufficient number of parking spaces to accommodate its projected parking demand.
8. The development will not increase the potential for flood damage to adjacent property or require additional public expense for flood protection, rescue or relief since the proposed multi-family

building is located at the low end of Melrose and Prospect along Duane Street and is within the Lake Ellyn watershed boundary. The existing structures and associated driveways and parking areas include 0.72 acres of impervious area, or 61% of the total area of the site. The proposed development reduces the impervious lot coverage to 0.58 acres or 49% impervious lot coverage. The proposed plan includes a permeable paver parking lot with underground permeable volume to capture and filter runoff from vehicles prior to discharge to the storm sewer. No additional expense is anticipated for flood protection, rescue or relief. Stormwater will be directed to the storm sewer main on Prospect Avenue, past the low point on Duane street, so it will not contribute to the stormwater issues on Duane.

9. The development will not result in destruction, loss or damage of natural, scenic or historic features of major importance to the community because the Illinois Department of Natural Resources conducted a natural resources review and has indicated that there is no record of natural resources on the site. In addition, Section 7 of the Downtown Strategic Plan includes an "Historic Preservation Analysis" in which each of the six structures to be demolished as part of the proposed development are noted to be "non-contributing" structures. In summary, the removal of the structures will not result in the loss or damage of any major natural, scenic or historical structures of significance to the community.

In addition, the Plan Commission makes the following findings in regard to the requested Zoning Map Amendment.

(The below underlined findings have been derived from the petitioners' applications. The Commission may feel free to amend or modify the findings as appropriate).

1. Identification of the existing uses of the property within the general area of the affected property: The property is adjacent to the public library to the north, existing single family to the south, commercial property to the east and existing multi-family residential to the west; it is proximate to St. Petronille Church and downtown Glen Ellyn.
2. Identification of the zoning classification of property within the general area of the affected property: Most of the site (including all the parcels along the Duane Street frontage where the proposed building is to be constructed) is already zoned C5B. The existing single-family home located at Melrose Avenue sits on a lot that is 100 feet by 148 feet. The northerly parcels of that lot are zoned R4 and the southerly 25 foot wide parcel is zoned R2. The zoning classification of the adjacent properties are as follows: to the north C5B Central Business District, to the south is R2 Residential, the east C5B Central Business District and to the west R4 Residential.
3. Determination as to the suitability of the property in question to the uses permitted under the existing classification of district and under the proposed classification or district: As noted, most of the property is already zoned C5B Central Business District, which allows dwelling units/multi-family housing as a Special Use. The request is to change the zoning of 425 Melrose from R4 and R2 Residential to C5B Central Business District to be consistent with the balance of the development site. The proposed use of the portion of the site where 425 Melrose is located would be a parking lot to serve the proposed multi-family use which will be appropriately screened with landscaping and fencing.

4. The trend or development, if any, in the general area of the affected property, including changes, if any, which have taken place since the date the affected property was placed in its present zoning classification or district: The only recent development in the immediate vicinity of the site is the construction of the Glen Ellyn Public Library immediately north of the subject property and a newer construction single family home to the east of the subject property. The height and scale of the Public Library building is similar to the proposed development.
5. The trend or development, if any, as to the proposed uses of property within the general area of the affected property, as represented on the Comprehensive Plan: The 2001 Comprehensive Plan included the call to "promote replacement of older structures with high quality townhomes and similar multi-family development". The more recent 2009 Glen Ellyn Downtown Strategic Plan calls to "redevelop existing multiple-family to new multiple-family with a historically-sensitive development pattern".
6. The length of time the property has been vacant as zoned, considered in the context of the land development and the area surrounding the subject property: Each of the existing homes on Duane and Melrose has long since been repurposed for other uses. The three single story structures have been converted to commercial office space, the two-story home on Duane is a pottery shop and the single-family home on Melrose is now vacant but was most recently used as a family shelter. Only the two-story building at the corner of Prospect and Duane is being used for its original purpose (commercial/office). As evidenced by the Comprehensive Plan and Downtown Strategic Plans, the Village has promoted a change in use for nearly two decades calling for multi-family redevelopment.
7. The extent to which property values are diminished, if at all, by the particular zoning restrictions: The piece of property that is the subject of the rezoning request is zoned R4 and R2 Residential and is proposed to be consolidated into a single parcel with the balance of the development site. The parcels that are the subject of the rezoning are ancillary to the majority of the proposed development site which is already zoned C5B Central Business District. The rezoning request allows for the consolidated parcel to have a single zoning designation consistent with the intent of the Downtown Plan. If the existing rezoning were to preclude the redevelopment of the consolidated parcel it would reduce the value of the subject property. Because this parcel will be developed with surface parking and appropriate buffering and landscaping there would be limited, if any impact on adjoining property values.

In addition, the Plan Commission makes the following findings in regard to the requested Sign Variation.

(The below underlined findings have been derived from the petitioners' applications. The Commission may feel free to amend or modify the findings as appropriate).

1. That the requested variation complies with the Statement of Purpose in Section 4-5-2 of the Sign Code because the additional signage adjacent to the main entrance would allow people to properly identify the building when approaching the entrance. Not being able to have a sign in this location could lead to confusion for those who aren't familiar with the building.
2. That the practical difficulties or hardship in complying with the Sign Code is based on unique circumstances due to an unusual physical limitation, such as an irregular lot shape, substantial lot depth, unusual geographic location, exceptional topographic feature, or other condition, that is peculiar to the subject property or establishment and that the conditions upon which the request is based are not generally applicable to other property within the same zoning district because

the main entrance to the building is on the opposite side of the building (facing south) of where the first sign is to be located at the corner of Duane and Prospect. Having two residential identification signs would allow the property to be identified both from the street and from the parking lot as you approach the entrance to the building.

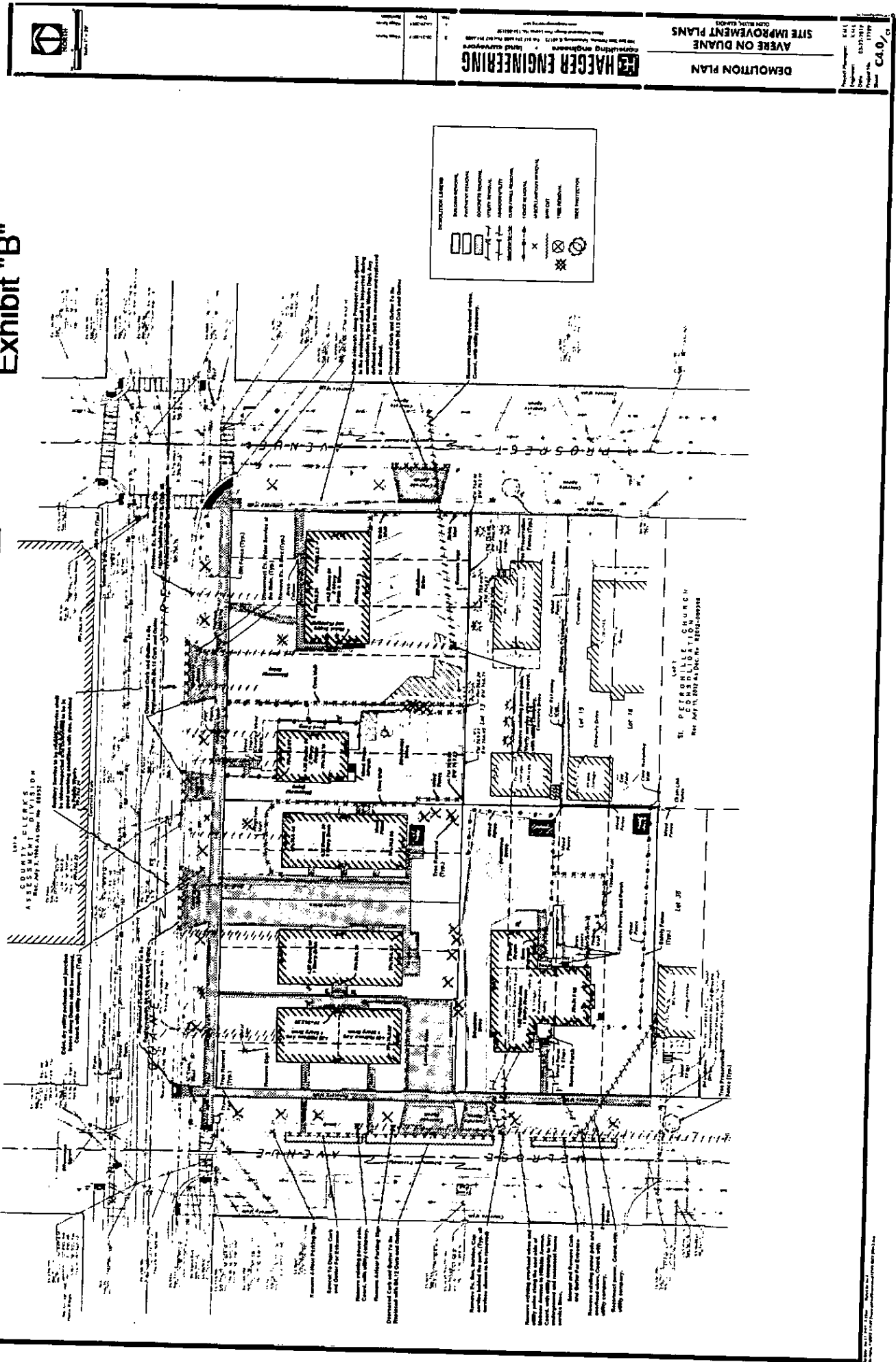
3. That the variation, if granted, would have no adverse impact on the existing or desired character of the surrounding area because the requested additional sign is consistent with the character of the other signage and the overall design of the building. Its scale, design, and location would reflect positively on the character of the surrounding area. The sign is not free-standing and is comprised of letters placed on a planter wall that will already be in place as part of construction. In addition the total combined amount of signage proposed for the site in the two residential identification signs (23.8 sf) is less than the amount of signage permitted for a single residential identification sign (35 sf).
4. That the variation, if granted, would not endanger the public health, safety, or welfare because the requested additional sign would help people find the building without difficulty and the sign is minimal in size, so as not to create a distraction.
5. That the purpose of the variation is not based exclusively upon a desire to make more money out of the property because the additional sign has no impact on the money generated by the property and is simply to help identify the building at the main entrance as well as from the street. The sign is not free-standing and is minimal in size.
6. That the alleged difficulty or particular hardship has not been created by any person presently having an interest in the property or by the applicant because the hardship has to do with the orientation of the building on the site and the particular dimensions of the site. The additional sign will allow the building to have sign visibility on both the north (street side) and south (parking lot) side.
7. That the requested variation is the minimum variation necessary because the Sign Code only allows one residential identification sign in the C5B Zoning District and the request is for the minimum variation of one additional sign for the building. Note also that the combined square footage of the two proposed signs is 23.8 square feet, which is less than the 35 square feet that is permitted on a single sign.
8. That the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located because without the additional sign it would be difficult for people to identify the building when approaching the main entrance on the south side of the property. Lack of appropriate signage could be confusing to potential residents and may discourage them from renting.

Therefore, the Plan Commission recommends that the Village Board approve a Special Use to allow residential dwelling units in the C5B Zoning District, a Special Use for a Planned Unit Development with deviations for building height, parking ratio, parking stall width, building setbacks and stepback, and impervious surface setback, a Zoning Map Amendment and a Sign Variation to allow two signs instead of one residential identification sign.

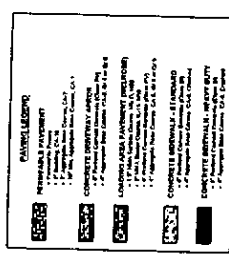
All subject to the following conditions:

1. That prior to the issuance of a building permit the petitioners pay the abovementioned Developer Donations to Village taxing bodies.
2. That the project be constructed in substantial conformance with the plans and testimony presented at the Plan Commission public hearing and before the Village Board of Trustees.
3. That prior to the issuance of a building permit, a construction management plan must be prepared, reviewed at a pre-construction meeting, and approved by the Police, Fire, Public Works and Community Development Departments.
4. That prior to the issuance of a building permit the Utility Plan shall be revised to show the roof drains on the northwest portion of the building (north of the parking garage entrance) be connected to the storm sewer at the intersection of Duane Street and Prospect Avenue.
5. That it is the obligation of the owners of the development to install and maintain the retaining walls on the site in perpetuity.
6. That it is the obligation of the property owners to install and maintain the loading area on the east side of the Melrose Avenue right-of-way in perpetuity.
7. That it is the obligation of the owners of the development to install, maintain, and replace all landscape materials in accordance with the approved landscape plan.

Exhibit "B"



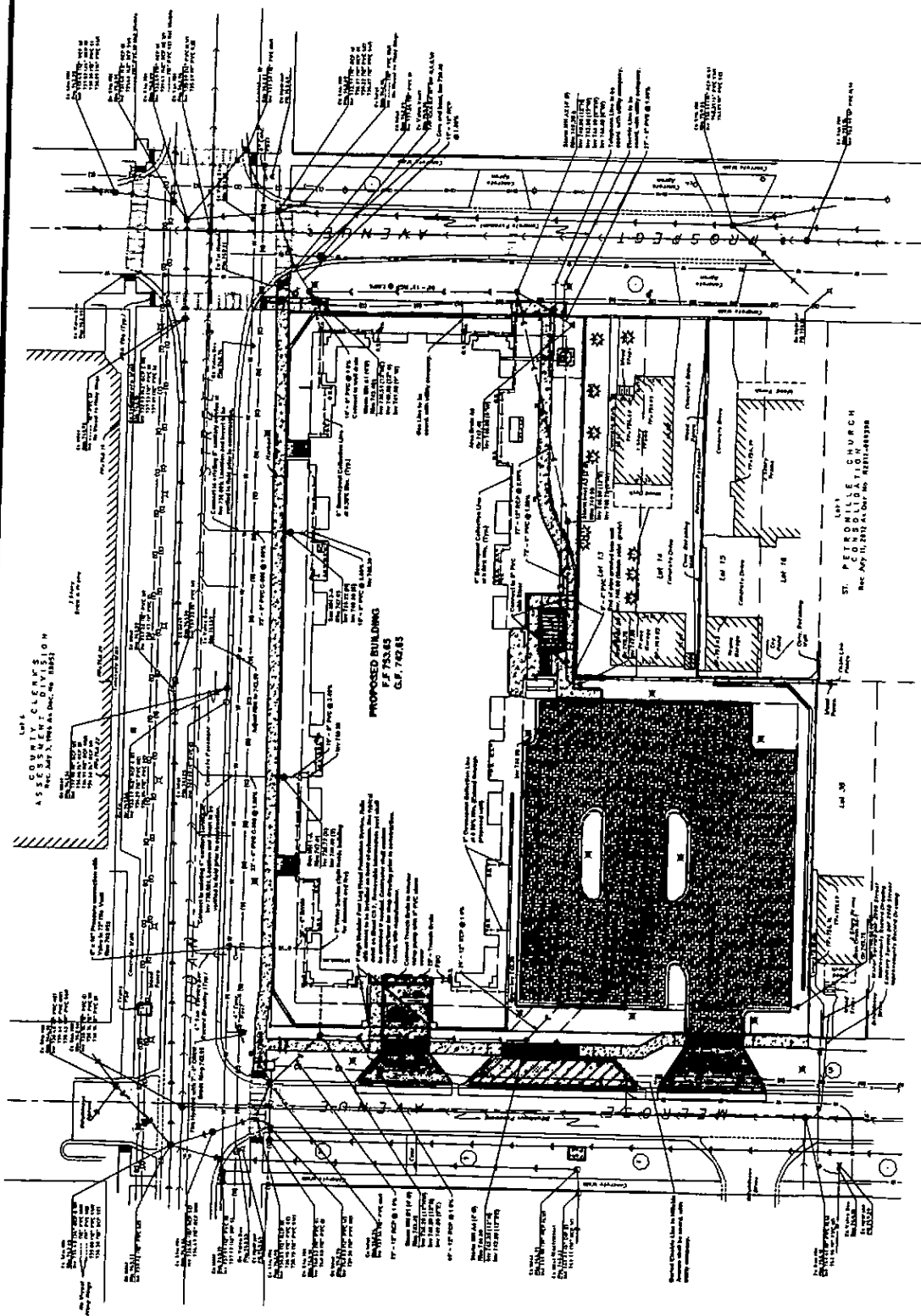
COUNTY CLERK'S
ASSESSMENT DIVISION

[illegible][illegible]

THE NEW YORK PUBLIC LIBRARY
ASTOR LENOX TILDEN FOUNDATION
500 5TH AVENUE
NEW YORK 17, N.Y.

Exhibit "E"

Exhibit "E"



ASSEMBLY CLERK'S
DIVISION

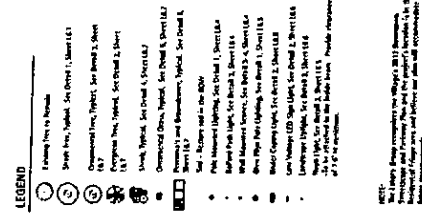
PROPOSED BUILDING
F.F. 75,548
G.F. 74,245

ST. PETRUS CHURCH
REC. 100, 200, 300, 400, 500, 600, 700, 800, 900, 1000

HAEGER ENGINEERING
consulting engineers and surveyors
100 West 10th Street, Suite 100, New York, N.Y. 10011
Tel. (212) 398-1000
Fax (212) 398-1001

UTILITY PLAN
AVENUE ON DUANE
SITE IMPROVEMENT PLANS
CITY OF NEW YORK
DEPT. OF PUBLIC WORKS
BUREAU OF STREET DESIGN

DATE: 10/1/00
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]



114 West Woods Street
Floor 7
Chicago, Illinois 60634
312.467.3443
312.467.3484
christine@comp.com

PRODUCT
AVERE on
Duane
427 Duane St.
Ston Elys, Minn's 60137

NOT FOR CONSTRUCTION

**Call before
you dig.
811**

[illegible]

SHEET TITLE
HARDSCAPE
PLAN

SCALE IN FEET
1" = 20'

10' 20' 60'

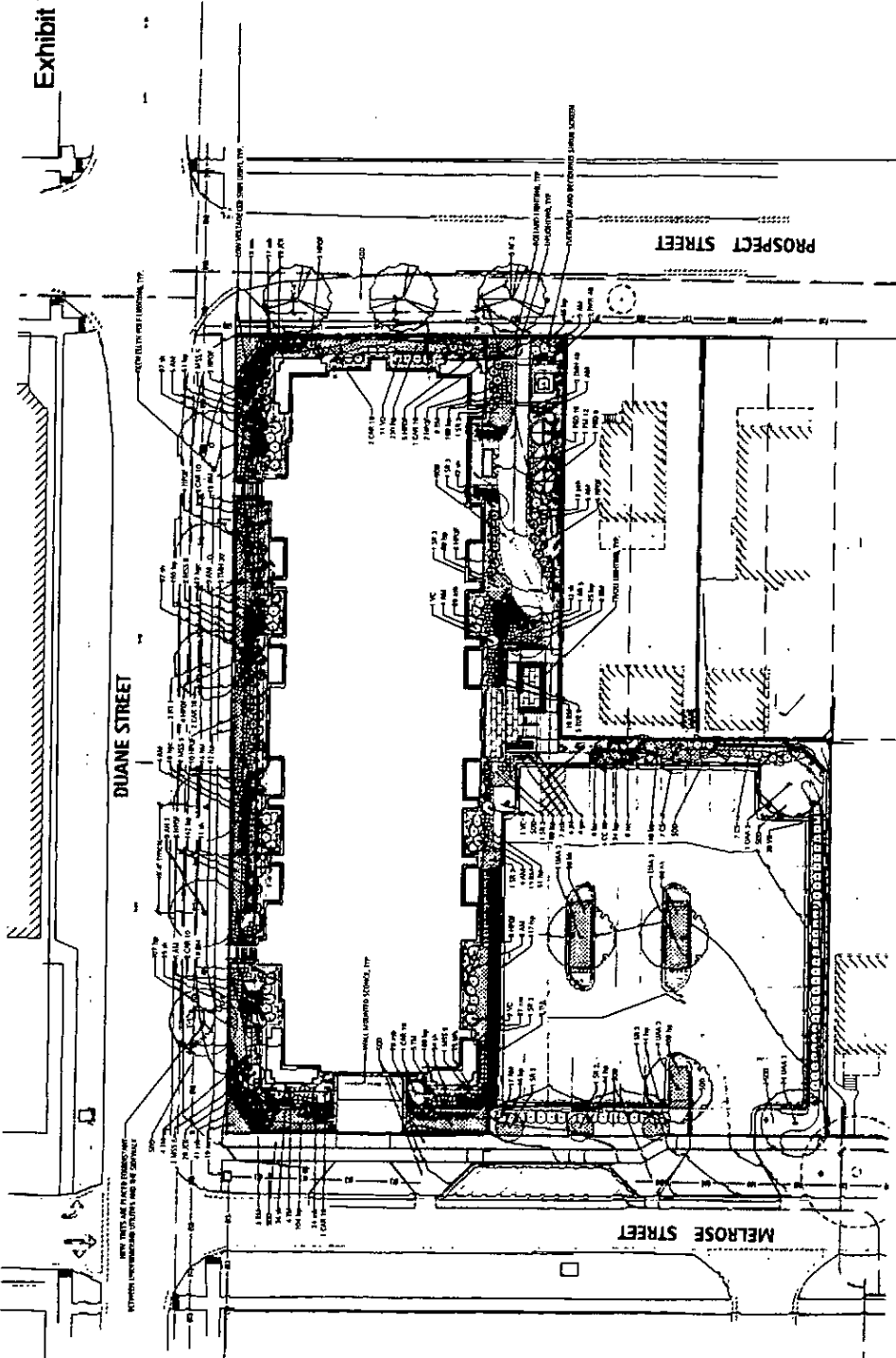


L2.0
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Exhibit "H"

LEGEND

- 1. Existing Tree to be Preserved
- 2. Street Tree, Typical, See Detail 1, Sheet 18.7
- 3. Street Tree, Typical, See Detail 2, Sheet 18.7
- 4. Street Tree, Typical, See Detail 3, Sheet 18.7
- 5. Street Tree, Typical, See Detail 4, Sheet 18.7
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- 94. Street Tree, Typical, See Detail 93, Sheet 18.7
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- 98. Street Tree, Typical, See Detail 97, Sheet 18.7
- 99. Street Tree, Typical, See Detail 98, Sheet 18.7
- 100. Street Tree, Typical, See Detail 99, Sheet 18.7



THE LAKOTA GROUP.
184 West Milwaukee Street
Chicago, Illinois 60654
P 312.467.5445
F 312.467.5484
thelakotagroup.com

PREPARED FOR
REVA
DEVELOPMENT
PARTNERS LLC
312 W. ALABAMA ST.
CHICAGO, ILLINOIS 60654

PROJECT
AVERE on
Duane
427 Duane St.
Chicago, Illinois 60637

CONCRETE/STEEL
Civil Engineer
Major Engineering
Firm
Chicago, Illinois
T 312.324.4800
F 312.324.4800
T 312.324.4800

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REVISIONS
June 15, 2015
REVISIONS

No.	Date	Description
01	06/15/2015	ISSUED FOR PERMIT
02	07/06/2015	ADD REMOVAL OF EXISTING CURB AND GUTTER
03	07/06/2015	ADD REMOVAL OF EXISTING CURB AND GUTTER
04	07/06/2015	ADD REMOVAL OF EXISTING CURB AND GUTTER

CHECKED BY: JF
DATE: 06/15/2015

SHEET TITLE
LANDSCAPE PLAN

SCALE
1" = 20'
1" = 10'

DATE
06/15/2015
BY
JF

PROJECT
L3.0

**THE
LAKOTA
GROUP.**

116 West Illinois Street
 Floor 7
 Chicago, Illinois 60654
 p 312.467.5445
 f 312.467.5484
theinfo@wtpa.com

**REVA
DEVELOPMENT
PARTNERS LLC**
140 W. ALLAMORE ST.
CHICAGO, ILLINOIS 60654

PRODUCT
AVERE on
Duane
427 Duane St.
Olen Ethya, Illinois 60137

CONSULTANTS
Civil Engineer
 Hepper Engineering
 Schomburg, Illinois
 Y 847.394.6400

Architect
 B2B Design, Inc.
 Schomburg, Illinois
 Y 847.708.3290

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1552567
 June 13, 1979
 1552567

id	date	name
1	2009-04-27	ACG Submitted
2	2009-04-27	ACG Submitted
3	2009-04-27	ACG Submitted
4	2009-04-27	ACG Submitted
5	2009-04-27	ACG Submitted
6	2009-04-27	ACG Submitted
7	2009-04-27	ACG Submitted
8	2009-04-27	ACG Submitted
9	2009-04-27	ACG Submitted
10	2009-04-27	ACG Submitted

		SECTION BY	DRAWN BY

DATE _____

SHEET TITLE _____

NO. _____

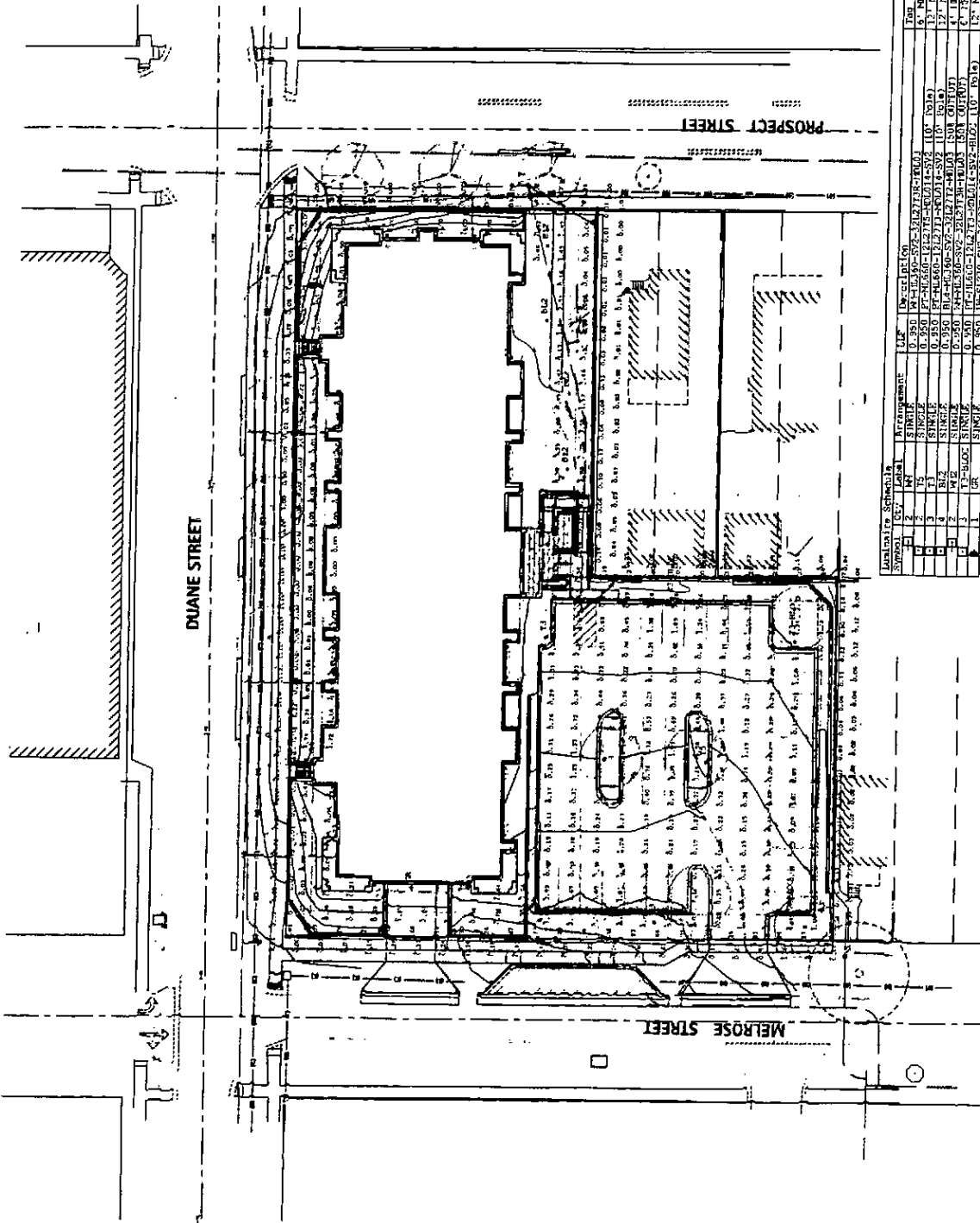
PLAN

SCALE IN FEET
P = 20'

DATE	SHEET NUMBER
10-20-67	507



6-2016 FWS Labeling Sheet

[illegible]

Calculation Summary							12 Mo.
Date	Surface	Unit	Units	Avg	Max/Min		
08/07/94	All	Luminance	FC	1.00	2.50	11n	
08/07/94	S. Of Property Boundary	Luminance	FC	1.00	1.45	0.00	
08/07/94	E. Of Property Line Readings	Luminance	FC	0.27	2.95	0.00	

NOTE:
ALL BOLLARD AND POLE MOUNTED LIGHTS ARE TO BE PLACED 10' OFF OF ANY UTILITY STRUCTURE

Lighting Schedule without Glen Ellyn ROW Lights

Group Exhibit "L"

Group Exhibit "L"

THE LAKOTA GROUP.
156 West Wacker Drive
Chicago, Illinois 60604
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F 312.467.3484
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REVA DEVELOPMENT PARTNERS LLC
19 W. BALDWIN ST.
CHICAGO, ILLINOIS 60654

PROJECT AVERE on Duane
427 Duane St.
Stone City, Illinois 60137

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F 312.467.3484
www.lakotagroup.com

PROJECT DESCRIPTION AND FEATURES

ILLUMINATION CONFIGURATION

STERNBERG LIGHTING

PROJECT DESCRIPTION AND FEATURES

ILLUMINATION CONFIGURATION

STERNBERG LIGHTING

PROJECT DESCRIPTION AND FEATURES

ILLUMINATION CONFIGURATION

STERNBERG LIGHTING

Labels to submit lighting fixture for Village approval.

1 Typical Parking Lot Light and Pole Mount

Scale: NTS

Labels to submit lighting fixture for Village approval.

2 Typical Bollard Path Light

Scale: NTS

MILLENNIA ML360

ILLUMINATION CONFIGURATION

STERNBERG LIGHTING

PROJECT DESCRIPTION AND FEATURES

ILLUMINATION CONFIGURATION

STERNBERG LIGHTING

PROJECT DESCRIPTION AND FEATURES

ILLUMINATION CONFIGURATION

STERNBERG LIGHTING

Labels to submit lighting fixture for Village approval.

3 Typical Wall Mounted Sconce At Building Entrances

Scale: NTS

Labels to submit lighting fixture for Village approval.

4 Typical Wall Mounted Sconce Above Garage Door

Scale: NTS

MILLENNIA ML360

ILLUMINATION CONFIGURATION

STERNBERG LIGHTING

PROJECT DESCRIPTION AND FEATURES

ILLUMINATION CONFIGURATION

STERNBERG LIGHTING

PROJECT DESCRIPTION AND FEATURES

ILLUMINATION CONFIGURATION

STERNBERG LIGHTING

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811

ISSUED June 19, 2019

REVISIONS

NO DATE

BY

FOR

DATE

REVISIONS

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NO DATE

BY

FOR

THE LAKOTA GROUP.

THE West Wauke Street
Floor 7
Chicago, Illinois 60654
P 312.467.3445
F 312.467.3484
info@lakotagroup.com

PREPARED FOR
**REVA
DEVELOPMENT
PARTNERS LLC**
18 W. LAKOTA ST.
CHICAGO, ILLINOIS 60604

PROJECT
**AVERE ON
Duane**
427 Duane St.
Glen Ellyn, Illinois 60137

DESIGNED BY
CONCRETE TENTS
Civil Engineer
Noyes Engineering
Schaumburg, Illinois
P 815.394.6800
F 815.394.6800

**NOT FOR
CONSTRUCTION**

Call Lakota
312.467.3445
312.467.3484

ISSUED
June 14, 2019
REVISED

NO. 01
02
03
04

CHECKED BY
DATE

SHEET TITLE
**LIGHTING
DETAILS**

SCALE: 1/8" = 1'-0"

SHEET NUMBER

L6.5

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963TC-XRLED GLEN ELLYN SERIES

12 ft. pole to match existing light poles and color.

StembergLighting

963TC-XRLED GLEN ELLYN SERIES

12 ft. pole to match existing light poles and color.

StembergLighting

963TC-XRLED GLEN ELLYN SERIES

12 ft. pole to match existing light poles and color.

StembergLighting

1 Glen Ellyn Street Light
Scale: 1/8" = 1'-0"

Tivoli Light at Pergola

Scale: 1/8" = 1'-0"

Under Copping Light

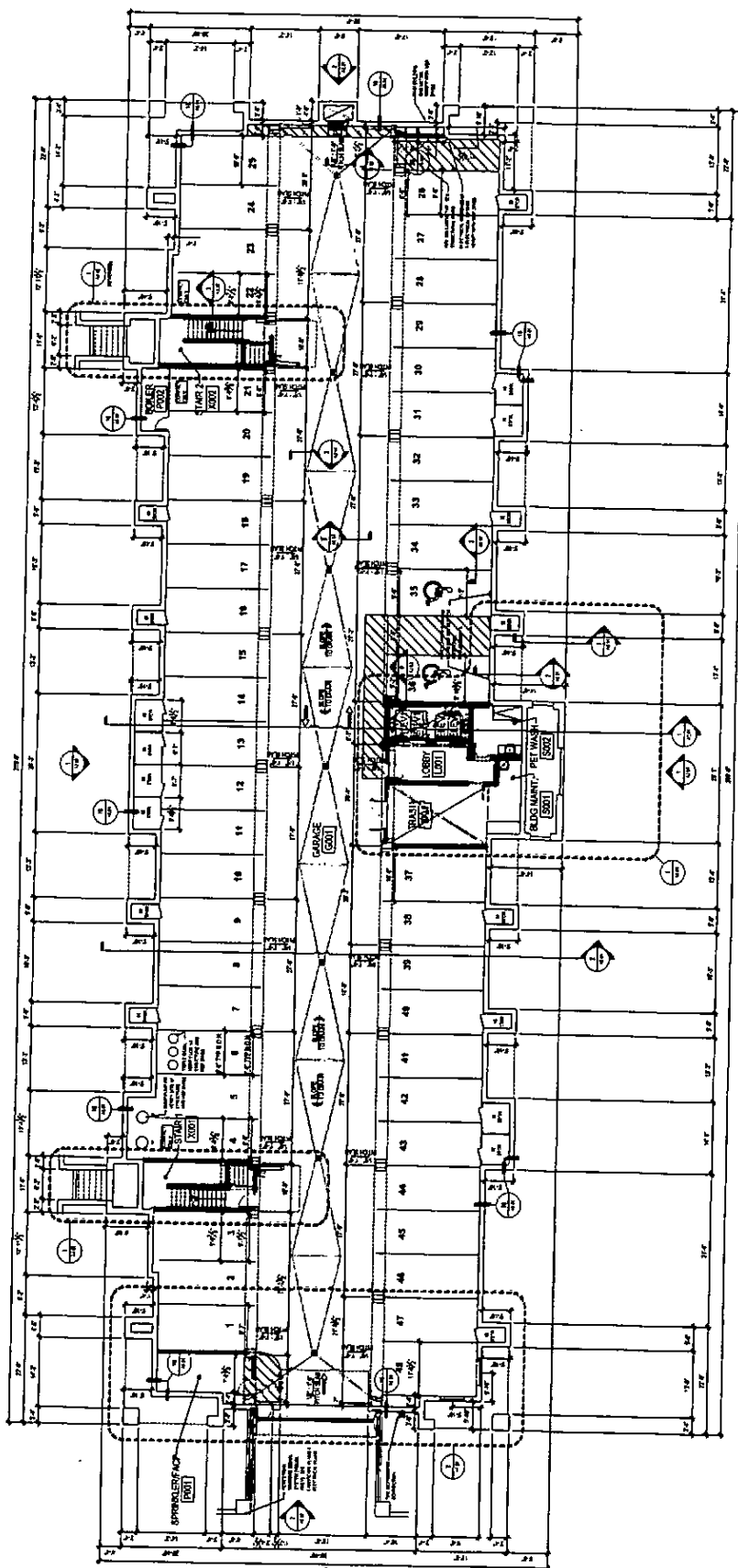
Scale: 1/8" = 1'-0"

3 Tivoli Light at Pergola
Scale: 1/8" = 1'-0"

Exhibit "M"

BUILDING PLAN NOTES

- [illegible]



N

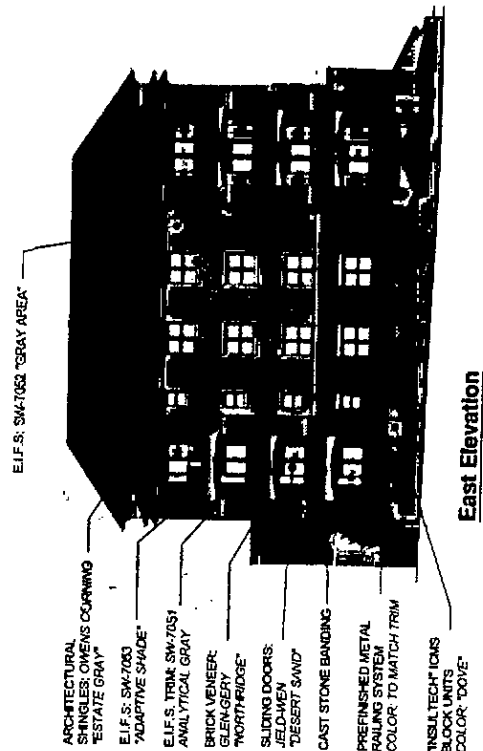
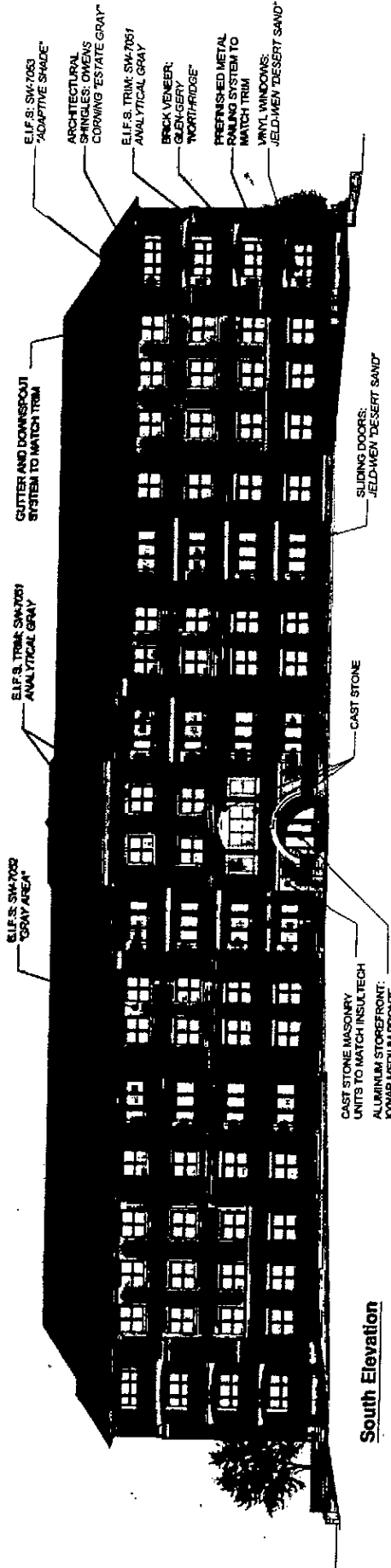
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BUILDING PLAN - LEVEL 0 - PARKING GARAGE

1/12" = 1'-0"

Group Exhibit "N"

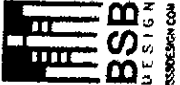
Group Exhibit "N"



Character Elevations

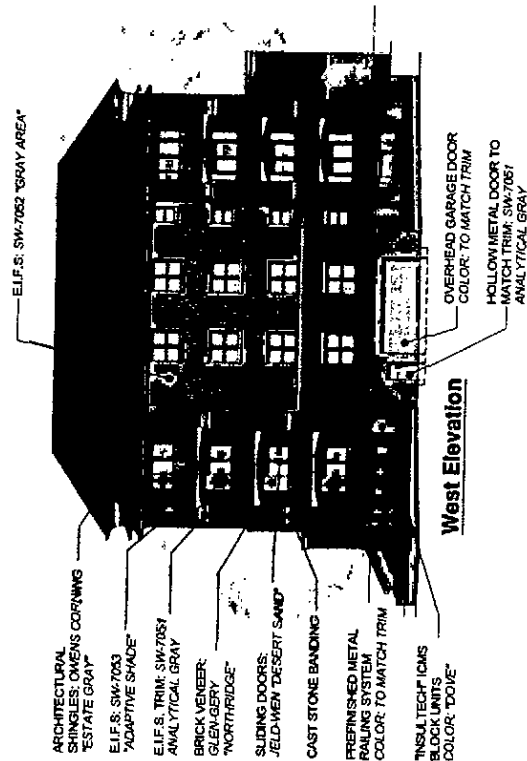
AVERE ON DUANE
Glen Ellyn, IL

June 11, 2019



BSB
DESIGN
SSODESIGN.COM

The drawings represent an anticipated design and are subject to change without notice. Design considerations include applicable codes, standards and MEP design requirements and other applicable design considerations. BSB DESIGN is not responsible for the design of the building or the design of the building's systems.

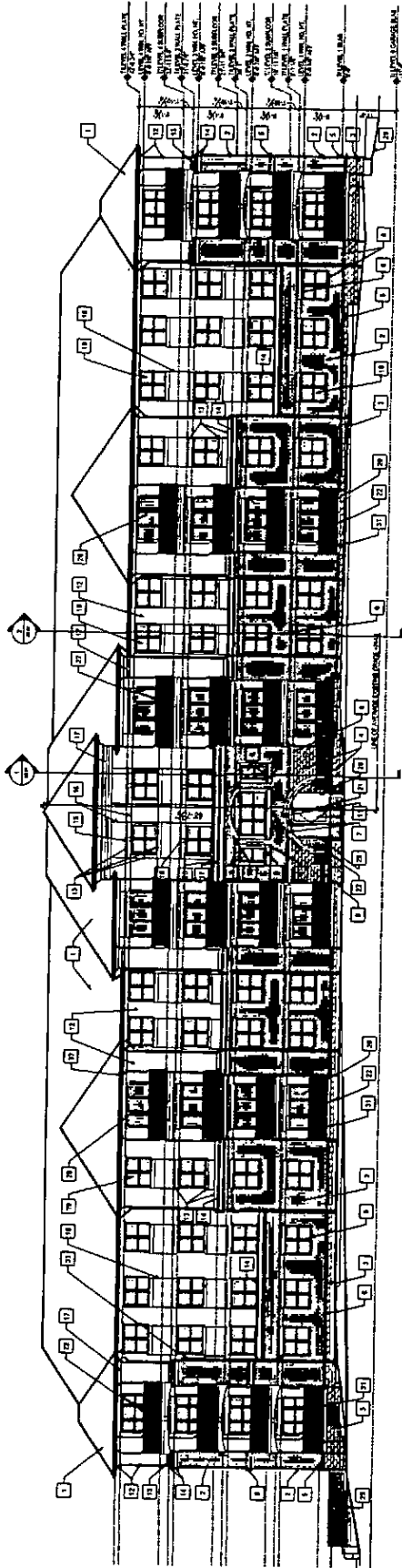


AVERE ON DUANE

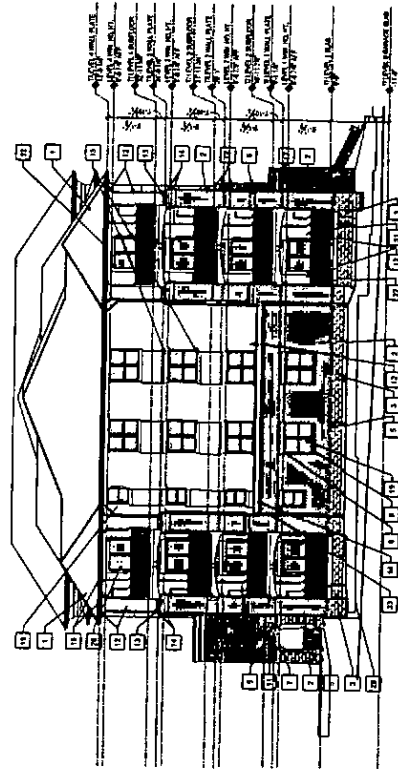
June 11, 2019



Group Exhibit "O"

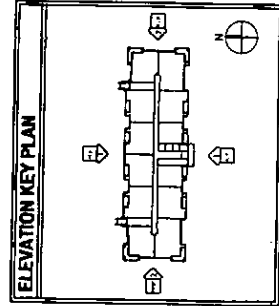


1 SOUTH ELEVATION
NOT TO SCALE



2 EAST ELEVATION
NOT TO SCALE

ELEVATION FINISH SCHEDULE	
1	ROOF SHINGLES
2	BRICK VENEER - UTILITY SIDE
3	WALL & CEILING - CONCRETE UNITS
4	CAST STONE - MAINPORT UNITS
5	CAST STONE - MAINPORT UNITS
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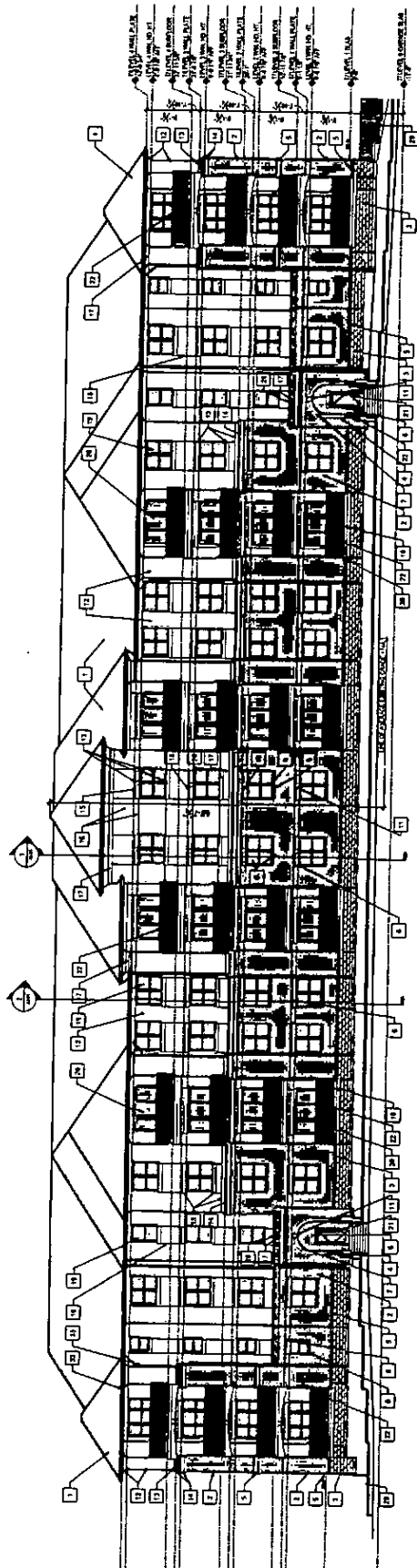


AVERE ON DUANE
437 DUANE STREET
GLEN ELLYN, IL 60137

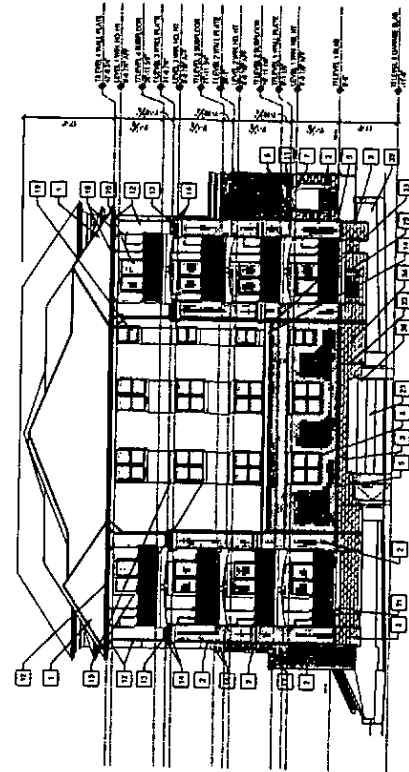


ALL ELEVATIONS ARE
BASED ON THE
GIVEN ELEVATION
AND THE ELEVATION
IS NOT TO SCALE

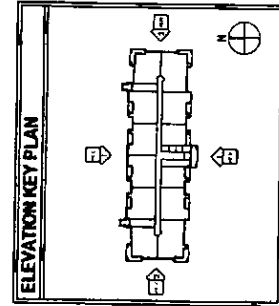
APT
A2.01



1 NORTH ELEVATION
202-11-2



2 WEST ELEVATION
202-11-2



ELEVATION KEY PLAN

ELEVATION FINISH SCHEDULE	
NO.	DESCRIPTION
1	ROOF SHINGLES
2	BRICK VENEER - UTILITY SIDE
3	TRIM/TECH FLOOR BLACK UNITS
4	CAST STONE MASONRY UNITS
5	CAST STONE MASONRY - SEE DET.
6	CAST STONE - 1" F
7	CAST STONE ARCH - 1" F
8	CAST STONE BELL - 1" F
9	CAST STONE ARCH - 1" F
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100	CAST STONE - 1" F

AVERE ON DUANE
437 DUANE STREET
GLEN ELLYN, IL 60137



APR 2002
1000 S. WILSON ST.
GLEN ELLYN, IL 60137
GLEN ELLYN, IL 60137
GLEN ELLYN, IL 60137

APR 2002

***RETURN AFTER
RECORDING:***

Village Clerk
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, IL 60137

***THIS DOCUMENT
PREPARED BY:***

Gregory W. Jones, Esq.
Ancel Glink, P.C.
140 S. Dearborn Street
Sixth Floor
Chicago, IL 60603

Above Space for Recorder's Use Only

REDEVELOPMENT AGREEMENT

BETWEEN

VILLAGE OF GLEN ELLYN

AND

AVERE ON DUANE, LLC

(AVERE ON DUANE, 427-443 DUANE ST AND 425 AND 431 MELROSE AVE)

REDEVELOPMENT AGREEMENT

BETWEEN

THE VILLAGE OF GLEN ELLYN

AND

AVERE ON DUANE, LLC

(AVERE ON DUANE, 427-443 DUANE ST AND 425 AND 431 MELROSE AVE)

THIS REDEVELOPMENT AGREEMENT ("*Agreement*") is dated as of the ____ day of _____, 2019 ("*Effective Date*"), and is by and between the VILLAGE OF GLEN ELLYN, an Illinois municipal corporation and home rule unit of local government with offices at 535 Duane Street, Glen Ellyn, Illinois ("*Village*"), and AVERE ON DUANE, LLC, an Illinois limited liability company with offices located at 116 W. Illinois Street, 7th Floor, Chicago, Illinois ("*Developer*") (collectively, with the Village, the "*Parties*").

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, the Parties agree as follows:

Section 1. Recitals.

A. The Village has the authority, pursuant to the laws of the State of Illinois and its home rule authority, to promote the health, safety, and welfare of the Village and its residents, to prevent the spread of conditions detrimental to healthy economic development, to encourage private development in order to enhance the local tax base, to increase employment, and to enter into contractual agreements with developers and redevelopers for the purpose of achieving such objectives.

B. The Village is authorized under the provisions of Art. VII, Section 10 of the State of Illinois Constitution to contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law.

C. The Village is authorized under the provisions of Art. VIII of the State of Illinois Constitution to use public funds for public purposes.

D. The Village is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, as amended, 65 ILCS 5/11-74.4-1, *et seq.* ("*Act*"), to finance redevelopment projects in accordance with and pursuant to the Act.

E. The Village is authorized under the provisions of the Illinois Municipal Code to make grants to commercial enterprises that are deemed necessary or desirable for the promotion of economic development within the Village, 65 ILCS 5/8-1-2.5 ("*Code*").

F. On February 13, 2012, the Corporate Authorities, pursuant to and in accordance with the Act, adopted Ordinance Nos. 6002, 6003, and 6004, which: (i) approved a Tax Increment Redevelopment Plan and a Tax Increment Redevelopment Project (collectively, the "*TIF Plan and Project*"), (ii) designated a Tax Increment Redevelopment Project Area, and (iii) adopted Tax Increment Allocation Financing (collectively, "*TIF Ordinances*"), establishing the Central Business District Redevelopment Project Area (the "*TIF District*").

G. The Developer is the contract purchaser of six (6) properties commonly known as 427, 431, , 435, and 443 Duane Street, and 425 and 431 Melrose Street, all in Glen Ellyn, Illinois, as depicted and legally described in Exhibits A and B (collectively, the "*Subject Property*").

H. The Developer desires and proposes to develop the Subject Property as a planned unit development in the C5B Zoning District, consisting of a four (4) story, forty eight (48) unit multi-family development with accessory parking facilities and amenities, all as depicted in the Development Plans attached as Exhibit C (the "*Development*").

I. The Village and the Developer desire that the Subject Property be developed and used in compliance with this Agreement, and the Village desires to financially assist the Developer, pursuant to and in accordance with this Agreement, the Code, and the Act, to facilitate the Development on the Subject Property.

J. The Village desires to see the Subject Property developed in accordance with this Agreement to clear the blight and conservation factors and characteristics of the TIF District, to promote the health, safety, and welfare of the Village and its residents, to prevent the spread of those conservation conditions and characteristics in the TIF District, encourage further private investment and development and promote economic development within the Village, enhance the Village's tax base, increase employment opportunities for Village residents, and enhance the future tax revenues for those overlying taxing bodies who levy against the Subject Property, and within the TIF District.

K. The Development is essential to meet the overall objectives of the TIF District, thereby implementing and advancing the TIF Plan and Project.

L. The Developer has represented to the Village that without financial assistance from the Village as detailed herein, the Development is not economically feasible and that Developer would not undertake the Development.

M. The Corporate Authorities, after due and careful consideration, have concluded that the zoning, subdivision, redevelopment, and use of the Subject Property pursuant to and in accordance with this Agreement would further enable the Village to control the development of the area, facilitate new redevelopment of the Village's downtown, and would serve the best interests of the Village.

N. The Corporate Authorities have exercised their legislative judgment and determined, based on studies, analysis, and information available, including, without limitation, the Village's Comprehensive Plan, the Downtown Plan, Financial Forecast, the Central Business District Redevelopment Plan and Project, and the Developer's proforma that the Development

provides public benefits, including, without limitation, tax revenue, additional downtown housing and parking options, modern stormwater management facilities, pedestrian-scale improvements, and improvements intended to help the Village achieve the vision contained in the Village's long term plans.

O. The Corporate Authorities have reviewed and considered the proposed Development of the Subject Property, and the zoning and subdivision approvals requested to allow for its implementation, and have found them to be consistent with the Village's goals and objectives set forth in the TIF Plan and Project, the TIF District, and the TIF Ordinances.

P. The foregoing Recitals are incorporated herein and made a part of this Agreement.

Section 2. Definitions; Rules of Construction.

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

"Budget:" As defined in Section 8(F)(1).

"Building:" The four (4) story, forty eight (48) unit multi-family residential structure proposed to be constructed on the Subject Property, including, without limitation, indoor and outdoor improvements, all as depicted on the Development Plans.

"Building Code:" Title 4, entitled "Building Regulations," of the Village Code of the Village of Glen Ellyn, including all local amendments, as amended.

"Corporate Authorities:" The Village President and Board of Trustees of the Village of Glen Ellyn.

"Developer:" Avere on Duane, LLC

"Developer's Lender:" As defined in Section 8(A).

"Development Plans:" Those certain development plans for the Subject Property consisting of the following documents:

"Floor Plans:" Floor 0 through Floor 4, BSB Design, November 28, 2019, 5 Pages;

"Elevations:" Character Elevations, BSB Design, June 11, 2019, 2 Pages;

"Preliminary/Final PUD Site Plan:" Development Site Plan, Haeger Engineering, June 12, 2019, 1 Page;

"Preliminary/Final Landscaping Plan:" Site Landscape Plan, The Lakota Group, June 11, 2019, 1 Page;

"Preliminary Engineering Plan:" Existing Conditions, Demolition Plan, Grading Plan, Utility Plan and Stormwater Pollution Prevention Plan, Haeger Engineering, May 31, 2019 and June 12, 2019, 5 Pages;

"Final Engineering Plan:" As defined in Section 4(D); and

"Preliminary/Final Plat of Subdivision:" Avere on Duane Subdivision, Haeger Engineering, April 26, 2019, 2 Pages.

copies of which are attached respectively as **Exhibits C1 through C6** to this Agreement.

"Force Majeure:" Strikes, lockouts, acts of God, or other factors beyond a party's reasonable control and reasonable ability to remedy; provided, however, that Force Majeure shall not include delays caused by weather conditions, unless those conditions are unusually severe or abnormal considering the time of year and the particular location of the Subject Property. In no event shall increased costs or other financial considerations be considered a force majeure event.

"Incremental Taxes:" Such ad valorem taxes which, pursuant to the TIF Ordinances and the Act, are allocated to and when collected are paid to the Village for deposit into the TIF Fund established to pay Redevelopment Project Costs and obligations incurred in the payment thereof. Incremental Taxes shall exclude the Base EAV.

"Person:" Any corporation, partnership, individual, joint venture, trust, estate, association, business, enterprise, proprietorship, or other legal entity of any kind, either public or private, and any legal successor, agent, representative, or authorized assign of the above.

"Public Improvements:" All of the public improvements, infrastructure, and facilities necessary or proposed to serve the Subject Property including, without limitation, all of the right-of-way improvements on Duane Street, Melrose Avenue, and Prospect Avenue adjacent to the Subject Property, and all of the water, sanitary and storm sewer extensions depicted on the Final Engineering Plan. The Public Improvements are more specifically set forth on the list attached to this Agreement as **Exhibit D**.

"Qualified Investor:" An institutional "Accredited Investor" within the meaning of Rule 501(a)(1), (2), (3) or (7) under the Securities Act of 1933 (the "Securities Act"), or a person (other than a dealer) whom the seller reasonably believes is a "Qualified Institutional Buyer" within the meaning of Rule 144A(a)(1) under the Securities Act.

"Qualified Transfer:"(i) a pledge of the Agreement to a Lender or (ii) the sale of the Agreement to a Qualified Investor or to a trust where certificates of participation are sold to Qualified Investors or (iii) any other such sale or pledge as is approved by the Village Manager.

"Redevelopment Project Costs:" Redevelopment project costs as defined in the Act that are included in the Budget.

"Requirements of Law:" All applicable federal, state, and local laws, statutes, codes, ordinances, resolutions, orders, rules, and regulations, as amended.

"Subdivision Code:" Title 11, entitled "Subdivision Regulations Code," of the Village Code of the Village of Glen Ellyn, as amended.

"Subject Property:" The real property legally described and depicted on Exhibits A and B.

"Substantial Completion" or "Substantially Complete:" Refers to the point that (1) the Developer's construction of the Development (as hereinafter obligated) has received all final inspections, (2) the Developer has obtained all final approvals for the public and private improvements (subject to any maintenance guaranty obligations), and (3) all life safety elements, as determined by the Zoning Administrator, have been approved and (4) the Development is eligible for issuance of a temporary certificate of occupancy.

"SSA Law:" The Special Service Area Tax Law, 35 ILCS 200/27, *et seq.*

"TIF Fund:" The special tax allocation fund created by the Village in connection with the TIF District into which Incremental Taxes will be deposited.

"Village Attorney:" The Village Attorney of the Village of Glen Ellyn.

"Village Code:" The Village of Glen Ellyn Village Code, as amended.

"Village Manager:" The Village Manager of the Village of Glen Ellyn.

"Zoning Administrator:" The Community Development Director of the Village of Glen Ellyn.

"Zoning Code:" Title 10, entitled "Zoning Code," of the Village of Glen Ellyn Village Code, as amended.

B. Rules of Construction.

1. Grammatical Usage and Construction. In construing this Agreement, pronouns include all genders, and the plural includes the singular and vice versa.
2. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.
3. Calendar Days. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

Section 3. Acquisition of Subject Property. The Developer shall acquire fee simple title to the Subject Property and provide the Village Manager with written proof of the same by no later than ninety (90) days following the Effective Date of this Agreement. Developer's failure to acquire title to the Subject Property or provide the Village Manager with satisfactory written proof, to the Village Manager's reasonable satisfaction, in accordance with this Section shall entitle the Village, in its sole discretion, to terminate this Agreement and all of the Parties' rights and obligations hereunder.

Section 4. Zoning and Entitlements Approvals.

A. **Zoning and Entitlements Ordinance.** Immediately after approval of the ordinance approving this Agreement, the Corporate Authorities will adopt ordinances, in substantially the same form as Exhibit E and in accordance with the requirements of Village Code that grants: 1) a map amendment to rezone 425 Melrose Avenue to C5B; 2) a special use permit for a planned unit development to construct and operate the Development on the Subject Property; 3) a sign variance and the deviations requested by the Developer and necessary to construct the Development on the Subject Property and recommended for approval by the Plan Commission; and 4) a special use to allow dwelling units on the Subject Property.

B. **No Construction Prior to Acquisition.** The Developer agrees that unless approved by the Village Manager, in his reasonable discretion, no permanent construction, improvement, or physical development of any kind shall be permitted on any portion of the Subject Property unless and until the Developer acquires title to the Subject Property.

C. **Recordation of Zoning Ordinance** Upon approval of this Agreement and Developer providing the Village with proof of ownership of the Subject Property in accordance with Section 3, the Village will promptly cause the ordinance to be recorded against the Subject Property with the DuPage County Recorder of Deeds.

D. **Final Engineering Plan.** The final engineering plan shall: 1) depict the Development's infrastructure and other improvements; 2) comply with all Village ordinances, rules, and regulations; and 3) substantially conform to the Preliminary Engineering Plan, excluding modifications approved by the Zoning Administrator ("***Final Engineering Plan***"). The Developer shall obtain the Village's approval of the Final Engineering Plan before the Village issues a permit to construct the Development.

Section 5. Development of the Subject Property.

A. **General Restrictions.** Subject to the particular terms for development set forth in Section 5(D) of this Agreement, Developer's development of the Subject Property, except for minor alterations approved by the Village Manager, shall be pursuant to and in accordance with the following:

1. This Agreement.
2. The Development Plans.
3. The Zoning Code.

4. The Subdivision Code.
5. The Building Code.
6. The other Requirements of Law.

Unless otherwise provided in this Agreement, in the event of a conflict between or among any of the above plans or documents, the plan or document that provides the greatest control and protection for the Village, as determined by the Village Manager, shall control. All of the above plans and documents shall be interpreted so that the duties and requirements imposed by any one of them are cumulative among all of them, unless otherwise provided in this Agreement.

B. Public Utility and Storm Water Easements. The Developer will grant utility easements to the Village and other governmental bodies and utility services over, on, and across the Subject Property, as specifically detailed on the Preliminary/Final Plat of Subdivision, for the purposes of making repairs, maintaining, installing and servicing utilities, and providing public and emergency services.

C. Utility Location and Relocation. The Developer will, subject to the Village's approval, relocate all existing utilities through and around the Subject Property as needed to accommodate the Development. When proposing utility relocation, the Developer will exercise its best efforts to coordinate with the Village and all other governmental bodies and utility services providing utility service to or through the Subject Property.

D. Particular Terms for Development. Notwithstanding any use or development right that may be applicable or available to the Subject Property pursuant to the Zoning Code or any other Requirement of Law, the Subject Property shall be used and developed, subject to the provisions in this Subsection 5(D), as follows:

1. The Building shall contain forty eight (48) multi-family units and an underground parking garage containing approximately forty eight (48) parking spaces, all accessible by elevator service.
2. The Development will contain thirty four (34) outdoor parking spaces.
3. The units within the Building will contain a mix of 1 bedroom, 1 bedroom/den, 2 bedroom, and 2 bedroom/den homes ranging from approximately 870 square feet to 1,656 square feet, and the average unit size will be approximately 1,358 square feet.
4. The Development will include private storage units for each unit, bike storage and repair facilities, a pet washing and grooming area, and comparable amenities traditionally found in luxury multi-family developments located in municipalities in the Chicago Metropolitan Statistical Area.
5. The Development will be staffed and managed by a professional management company with experience managing multi-family

developments that command comparable or higher rents and are located in the Chicago Metropolitan Statistical Area.

6. The Building shall be constructed as depicted in the Development Plans, and the Developer shall be solely responsible for ensuring that the Development complies with all Requirements of Law, including, without limitation, any floodplain regulations.
7. The Building shall contain no more than (4) stories above grade, not including the story occupied by enclosed vehicle parking spaces. The height of the Building shall be not greater than 68.65 feet.
8. The Building's exterior façade shall be constructed of the materials set forth in the Elevations.

E. Damage to Public Property. The Developer will maintain all streets, sidewalks, and other public property adjacent to the Subject Property in a good and clean condition during development of the Subject Property and construction of the Development. Further, the Developer will promptly clean all mud, dirt, or debris deposited on any street, sidewalk, or other public property in or adjacent to the Subject Property by the Developer or any agent of or contractor hired by, or on behalf of, the Developer, and will repair any damage to public property that may be caused by the activities of the Developer or any agent of or contractor hired by, or on behalf of, the Developer. Within a reasonable period of time, but in no event more than 12 hours after the Village gives the Developer notice to clean all mud, dirt, or debris deposited on any street, sidewalk, or other public property in or adjacent to the Subject Property deposited by the Developer or any agent of or contractor hired by, or on behalf of, the Developer, if the Developer neglects to clean, or undertake with due diligence to clean, the affected public property, then the Village will be entitled to clean, either with its own forces or with contract forces, the affected public property and to recover from the Developer costs or charges reasonably incurred by the Village to perform the cleaning.

F. Changes to the Planned Unit Development (PUD), including the Development Plans. All changes to the Development Plans shall be processed in accordance with Zoning Code.

G. Demolition. Developer shall be responsible, at its own cost, for demolishing and removing all improvements, structures, buildings, and appurtenances located above or below grade on the Subject Property, subject to all Requirements of Law.

H. Construction Type. The Buildings shall be constructed pursuant to the Building Code.

I. Issuance of Building Permits. The Developer may seek issuance of multiple building permits with respect to the construction of the Development. If requested by Developer, the Village shall grant a building permit for the construction of a Building foundation to facilitate timely commencement of construction, subject to the terms of this Agreement. The Village will not unreasonably withhold issuance of any complete and properly filed application for a building permit.

J. Issuance of Occupancy Permits. Upon the Developer's request, the Zoning Administrator may issue a temporary occupancy permit, as may be appropriate, for the Building upon Substantial Completion of an entire floor of residential units.

Section 6. Public Improvements.

A. Developer Duty to Construct Public Improvements. The Developer will construct and install all of Public Improvements identified on Exhibit D (collectively, the "*Public Improvements*"), including, without limitation, streetscape improvements located in the Duane Street, Prospect Avenue, and Melrose Avenue rights of way adjacent to the Subject Property, including, without limitation, parkway trees, sidewalk paving, and street lighting, as depicted in the Final Engineering Plan and the Preliminary/Final Landscape Plan.

B. Standards Applicable to Public Improvements.

1. General Standards. The Developer will construct all Public Improvements pursuant to, and in accordance with, the Final Engineering Plan, Preliminary/Final Landscape Plan, and the Subdivision Code, and to the reasonable satisfaction of the Zoning Administrator. All work performed on the Public Improvements will be conducted in a good and workmanlike manner and in accordance with this Agreement. All materials used for construction of the Public Improvements will be new and of first-rate quality.
2. Contract Terms; Prosecution of the Work. The Developer and all of its contractors will prosecute the work diligently, in full compliance with, and as required by or pursuant to, this Agreement, until the work is properly completed.
3. Village Inspections and Approvals. During the course of construction of the Public Improvements, Village inspectors will have the full right, permission, and authority to inspect and approve all work on the Public Improvements with reasonable notice to the Developer.
4. Other Approvals. If the construction and installation of any Public Improvement requires the consent, permission, or approval of any Person, then the Developer will take all steps required to obtain the required consent, permission, or approval. No work requiring the consent, permission, or approval of any Person will commence without that prior consent, permission, or approval.

C. Closure of Sidewalk and Right-of-Way. The Developer shall be entitled to close the Duane Street or Melrose Avenue sidewalk immediately adjacent to the Subject Property and use said area for Developer's purposes during the course of construction, subject to the Village's approval of a traffic control plan that provides adequate protection and direction to pedestrians and vehicles. Developer and the Village shall cooperate and schedule any sidewalk closures or partial

closures as may be necessary and appropriate to complete any improvements located within the right-of-way. Developer will be responsible, at Developer's sole cost, for repairing any damage or injury to the Duane Street, Melrose Avenue, or Prospect Avenue rights of way, and any other public property or rights of way, in compliance with the Village Code.

D. Final Inspections and Approvals. When the Developer determines that a Public Improvement has been properly completed, the Developer shall request final inspection, approval, and, as appropriate, acceptance of the Public Improvement by the Village. The notice and request shall be given sufficiently in advance to allow the Village time to inspect the Public Improvement and to prepare a punch list of items requiring repair or correction and to allow the Developer time to make all required repairs and corrections prior to the scheduled completion date. The Developer shall promptly make all necessary repairs and corrections as specified on the punch list. Subject to the provisions of Subsection 6(E), the Village shall not be required to approve or accept any Public Improvement until all of the Public Improvements, including without limitation all punch list items, have been fully and properly completed.

E. Dedication and Acceptance of Specified Public Improvements. The Developer shall dedicate to the Village and the Village shall accept from the Developer the Public Improvements identified in Exhibit D. Nothing whatsoever shall constitute an acceptance by the Village of any Public Improvement except express written acceptance by the Village in compliance with the requirements of the Subdivision Code. Prior to acceptance of any Public Improvement to be accepted by the Village, the Developer shall execute, or cause to be executed, a lien waiver and bill of sale to transfer ownership of the Public Improvement to, and to evidence ownership of the Public Improvement by the Village, free and clear of all liens, claims, encumbrances, and restrictions unless otherwise approved by the Village. The documents transferring ownership of any Public Improvement to, and to evidence ownership of the Public Improvement by, the Village shall be reasonably acceptable in form and substance to the Village Attorney. Notwithstanding the foregoing, said documentation shall not impose any warranty or other burden on Developer associated with the dedication of the Public Improvement except as expressly set forth in this Agreement or the Subdivision Code. Developer shall, simultaneously, grant, or cause to be granted, to the Village all insured easements or other property rights as the Village may require to install, operate, maintain, service, repair, and replace the Public Improvements that have not previously been granted to the Village, free and clear of all liens, claims, encumbrances, and restrictions, unless otherwise approved by the Village.

F. Developer's Guaranty and Maintenance of Public Improvements. The Developer hereby guarantees the prompt and satisfactory correction of all defects and deficiencies in the Public Improvements that occur or become evident within one (1) year after approval and any required acceptance of the Public Improvements by the Village pursuant to this Agreement. If any defect or deficiency occurs or becomes evident during the one-year period, then the Developer shall, after ten (10) days' prior written notice from the Village, diligently commence to correct it or cause it to be corrected. In the event any Public Improvement is repaired or replaced pursuant to the demand of the Village, the Guaranty provided by this Section 6(F) shall be extended, as to the repair or replacement, for one (1) full year from the date of completion of the repair or replacement.

G. Commencement and Completion of Construction. Developer shall commence work on the Development not later than 90 days following acquisition of fee simple title to the Subject Property ("Commencement Date"). Construction of the Development shall begin, proceed, be Substantially Completed, and made ready for inspection, approval, and any required acceptance by the Village, in accordance with the schedule attached to this Agreement as Exhibit F ("Construction Schedule") with an understanding that minor delays caused by weather or availability of labor and/or materials less than 90 days does not constitute a default under this Section. Developer will pursue diligently, continuously, and in full compliance with this Agreement, Substantial Completion of all construction, as required in, or permitted by, Sections 5 and 6 of this Agreement. Delays due to Force Majeure events shall not constitute a default under this Section, subject to the terms of Section 15(U).

H. Village Remedy for Failure to Complete Construction. If the Developer fails to comply with the Construction Schedule, or any portion thereof, the Developer will, subject to any right to cure granted to Developer and Developer's Lender in Subsection 6(I) of this Agreement, promptly remove any partially constructed or partially completed buildings, structures, or improvements from the Subject Property. If the Developer fails or refuses to remove the partially constructed or partially completed buildings, structures, or improvements from the Subject Property, the Village will have, and is hereby granted, in addition to all other rights and remedies afforded to the Village in this Agreement and by law, the right, at its option, to complete the Development, in whole or in part, or demolish and remove any of the partially constructed or partially completed buildings, structures, or improvements from the Subject Property, and the Village will have the right to charge the Developer an amount sufficient to defray the entire cost of such completion, in whole or in part, demolition and removal, including, without limitation, legal and administrative costs.

I. Developer and Lender Notice and Right to Cure for Failure to Complete Construction. In the event Developer fails to comply with the Construction Schedule, or any portion thereof, the Village will provide written default notice to Developer and to Developer's Lender. The default notice will specify the basis of the default. Developer and Developer's Lender will have a period of sixty (60) days from the date of the default notice to a) Substantially Complete the Development; or b) resume construction of the Development in the event the Development cannot be completed in said sixty (60) day period and request a hearing before the Corporate Authorities to request additional time to Substantially Complete the Development. In the event Developer or Developer's Lender requests a hearing, the Corporate Authorities will reasonably consider, in light of prior investment in the Subject Property and the current financial ability of the Developer or Developer's Lender, a proposal from Developer or Developer's Lender that sets forth a reasonable schedule for Substantial Completion of the Development. The Village will reasonably cooperate with the Developer or the Developer's Lender to ensure that Substantial Completion of construction can be achieved within the agreed upon schedule with the Developer or Developer's Lender.

Section 7. Construction Traffic and Parking; Streets; Construction Trailer.

A. Construction Traffic and Parking: Streets.

1. Designated Traffic Routes. The Village may designate routes of access to the Subject Property for construction traffic to protect pedestrians and to minimize disruption of traffic and damage to paved street surfaces; provided, however, that the designated routes shall not unduly hinder or obstruct efficient access to the Subject Property for construction traffic. The Developer shall keep all routes used for construction traffic free and clear of mud, dirt, debris, obstructions, and hazards and shall repair all damage caused by the construction traffic. The Developer shall maintain and operate the Subject Property and the Development in accordance with the Village's Construction Site Rules of Conduct attached as Exhibit G.
2. Parking. All construction vehicles, including, without limitation, passenger vehicles and construction equipment, shall be parked within the Subject Property or in areas designated by the Village.

B. Construction Trailer. The Village shall allow the Developer to use the Subject Property for purposes of siting one (1) construction trailer, subject to the Developer obtaining a building permit for the trailer and placing the trailer in a location approved by the Zoning Administrator. No trailer shall be sited on the Subject Property prior to the Developer acquiring title to the Subject Property in accordance with Section 3, and no trailer may be located on the Subject Property after the date of issuance of any temporary occupancy permit for the Subject Property.

Section 8. Development Financing and Monitoring

A. Developer Financing. Within ninety (90) days of the Effective Date, the Developer shall secure a binding financing commitment committing funds which, together with Developer equity, are sufficient to Substantially Complete the Development, including, without limitation, a loan commitment from a lender. The Developer's financing commitment shall be sufficient to cover the debt financing in the amounts set forth in Exhibit H. The Developer shall provide evidence of Development financing acceptable to the Village, in the Village Manager's reasonable discretion, within ninety (90) days of the Effective Date. The Developer may extend the time period to provide Development financing evidence by up to an additional thirty (30) days by delivering notice to the Village on or before the ninetieth day after the Effective Date. As a precondition of the Village issuing any building permit for the Development, the Developer shall provide the Village with the contact name, mailing address, phone number, and e-mail address for the Developer's lender or lenders (collectively, "*Developer's Lender*"). The Village may unilaterally terminate this Agreement and all of the Parties' rights and obligations hereunder if the Developer fails to provide evidence of Development financing and assurances that are reasonably acceptable to the Village Manager within the timeframes set forth in this Section.

B. Village Incentives.

1. Property Tax Base. The Subject Property's equalized assessed value as of the Effective Date, and for the purposes of this Agreement, is \$598,312

("Base EAV"). The Developer is not entitled to receive any portion of the Base EAV.

2. TIF Incentive. Based upon the Developer's representation of the need for assistance, and provided the Developer fulfills its obligations in this Agreement and under the Act, the Village will provide the following tax increment financing assistance to facilitate the Development:
 - a. Upon Substantial Completion of the Development, the Village shall pay to the Developer ninety percent (90%) of the Incremental Tax revenue generated by the Subject Property in an amount not to exceed \$3,121,791 (the "*TIF Incentive*"). The Village will pay the TIF Incentive, or a portion thereof, once annually on or before December 1st each year beginning on the December 1st immediately following the Development's Substantial Completion date until the full TIF Incentive has been paid to the Developer, or until December 1, 2031, whichever occurs first (the "*Incentive Period*"). The Village's obligation to pay the TIF Incentive is conditioned on: a) the Developer providing a written request and supporting documentation in accordance with Section 8(E); b) Incremental Tax revenue generated by the Subject Property being available; c) no more than twenty five (25%) of the Development becoming uninhabitable due to fire, flood, disaster, or other man made or natural casualty or occurrence; and d) the Developer complying with the Act and this Agreement's terms, including, without limitation, those set forth in Section 8(B)(2)(b) below. The Developer shall have no right to any Incremental Taxes collected after the Incentive Period's expiration.
 - b. The Village will retain ten percent (10%) of the Incremental Tax revenue generated by the Subject Property from each annual TIF Incentive payment made to the Developer. The Village may use this Incremental Tax revenue for any purpose authorized by the Act or other law. The Village's share of the Incremental Tax revenue under this Section shall be in addition to all other Incremental Tax revenue the Village is authorized to receive under this Agreement.
3. School District Payments. Before the Developer is entitled to receive any annual TIF Incentive payment, the Village shall use Incremental Taxes to satisfy its payment obligations to School District 41 and School District 87 School District (collectively, the "*School District*") to the extent required by the Act, in accordance with this Section. Section 3(q)(7.5) of the Act requires the Village to make payments to the School District from Incremental Taxes calculated by multiplying the net number of new students attending School District facilities and living at the Subject Property by the average operating expense per student for the School District, up to a cap of 40% of Incremental Taxes generated by the Subject

Property (the "*School District Share of Incremental Taxes*"). The Village's obligation to make TIF Incentive payments to the Developer shall be secondary and subordinate to the Village's payment obligations to the School District pursuant to this Section and the Act. Any portion of the School District Share of Incremental Taxes that is not paid to the School District as a result of there being fewer students generated on the Subject Property than the Act would cover will be allocated to payment of the TIF Incentive; provided, however, this portion shall be split fifty percent (50%) to the Village and fifty percent (50%) to the Developer. This is in addition to other Incremental Taxes the Village is entitled to receive under this Agreement, including, without limitation, the Incremental Taxes retained by the Village pursuant to Section 8(B)(2).¹

4. Capital Expense Grant. The Developer anticipates incurring certain expenses related to the construction of Development improvements located in public rights of way adjacent to the Subject Property, as detailed on Exhibit D. Within one hundred twenty (120) days of Developer Substantially Completing any of the improvements listed on Exhibit D, the Developer may apply for reimbursement for up to two hundred thousand (\$200,000) dollars of costs actually incurred by the Developer for Redevelopment Project Costs for Development improvements the Developer constructed on or in adjacent rights of way ("*Capital Expense Grant*"). Improvements funded using the Capital Expense Grant shall be in addition to Redevelopment Project Costs funded by the TIF Incentive. The Developer shall submit a reimbursement request and supporting documents in accordance with Section 8(E) to substantiate its Capital Expense Grant request. The Developer shall only be entitled to receive Capital Expense Grant funds for improvements that: a) the Developer has not previously received payments or any other form of Village financial incentive, including, without limitation, TIF Incentive funds; and b) qualify as Redevelopment Project Costs. The Developer warrants and represents that it will not seek reimbursement for the improvements paid for by the Capital Expense Grant through the TIF Incentive or any other Village-administered incentive program. The Parties agree that the Village may record against the Subject Property an instrument approved by the Village Attorney memorializing the Capital Expense Grant, including, without limitation, the Parties' obligations under the Agreement.

¹ For example, and for illustrative purposes only, assume that in Incentive Period year 4 the Subject Property generates \$100,000 in Incremental Taxes. Also in year 4, the Development generates no school age children that would entitle the School District to payment pursuant to the Act. In that case, the Village would receive: (a) \$6,000 (or 10% of \$60,000 [*i.e.*, 10% of 60% of \$100,000]) pursuant to Section 8(B)(2)(b) plus (b) an additional \$20,000 (*i.e.*, 50% of the unused School District Share of Incremental Taxes of \$40,000 [*i.e.*, 50% of 40% of \$100,000]) because no school-age children were created (*See* Sec. 8(B)(3)).

5. Non-Recourse Against the Village. The TIF Incentive will be payable from Incremental Taxes generated by the Subject Property as such funds become available, and from no other source. The Developer shall have no recourse against the Village's general fund or other Village revenues and this Agreement shall have no effect on the Village's ability to issue debt in the future. Upon expiration of the Incentive Period, any unpaid amount, including any unpaid TIF Incentive amount, owed by the Village to the Developer shall be forgiven in full.

C. Future Sale of Subject Property. If the Developer conveys title to the Subject Property, or any portion thereof, to any third party within five (5) years of the Effective Date without the prior written consent of the Village Manager in accordance with Section 12(A), the Developer shall, prior to conveying title, reimburse the Village the full cost of the Capital Expense Grant. Upon the Developer reimbursing the Capital Expense Grant, the Village agrees to provide the Developer with a signed, written release, in a form approved by the Village Attorney, of the Village's right to reimbursement of the Capital Expense Grant.

D. TIF Eligible Costs. The Village will reimburse the Developer for certified Redevelopment Project Costs up to the amount of the TIF Incentive. Reimbursement will occur as Incremental Taxes generated by the Subject Property become available and in accordance with this Agreement. The Parties anticipate the Redevelopment Project Costs to include those expenditures identified in Exhibit I. Reimbursement from the Village will occur as the Developer submits Certificates of Reimbursable Project Costs in accordance with this Agreement, and as Incremental Taxes generated by the Subject Property become available.

E. Certification of Reimbursable Project Costs. Developer represents and warrants that the Developer has incurred, or will incur prior to the Development's Substantial Completion, the costs set forth on Exhibit I. When seeking TIF Incentive funds from the Village, the Developer shall submit to the Village Manager a Certificate of TIF Reimbursable Project Costs, in a form substantially consistent with Exhibit J, certifying costs incurred in connection with the Development that qualify as Redevelopment Project Costs. The Developer's reimbursement requests shall occur no more than once per calendar year, and no request may be made for an amount less than ten thousand (\$10,000) dollars.

Each Certificate of TIF Reimbursable Project Costs shall be accompanied by documentation supporting the requested reimbursement, including, without limitation, sworn statements, title insurance updates, lien waivers, invoices, financing statements, receipts, checking account statements, canceled checks, payroll records, project expenditure summaries, and all other documentation reasonably deemed necessary by the Village Manager. The Developer shall only be eligible for reimbursement of those costs eligible for reimbursement under the Act and supported by a Certificate of TIF Reimbursable Project Costs, including all supporting documentation reasonably deemed necessary by the Village Manager to verify compliance with the Act. Any material inaccuracy, false statement, misrepresentation, or false representation made by the Developer within a Certificate of TIF Reimbursable Project Costs or within documentation accompanying a Certificate of TIF Reimbursable Project Costs shall constitute a breach of this Agreement.

F. Open Book Development.

1. Attached hereto as **Exhibit K** is the Developer's good faith estimate of the overall costs of the Development (the "**Budget**"). The Developer acknowledges that the amount of the TIF Incentive is based upon the Budget. The Development shall be an "open book" project, and the Developer will provide the Village full access, upon the Village providing reasonable notice, to all portions of the Development. During business hours and at the office of the Developer, the Developer shall make available for review by the Village and its agents the books and records relating to the Developer's costs with respect to the Development to enable the Village to verify the Development's costs, including, but not limited to, the Developer's, general contractor's and contractor's sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts, invoices, and all other information reasonably requested by the Village. These records shall be available for inspection, audit and examination. The Village agrees to keep all financial information of the Developer confidential, except to the extent required for compliance with any applicable law, rule or regulation. The foregoing Village review and audit rights shall terminate upon the voluntary or involuntary termination of this Agreement.
2. If upon Substantial Completion of the Development, the Village determines that the cost of the Development is below the amount contained in the Budget, as set forth in **Exhibit K** the TIF Incentive amount will be reduced proportionally. For example, if the Development cost equals ninety five (95%) percent of the amount contained in the Budget, the TIF Incentive amount will be reduced by five (5%) percent from \$3,121,791 to \$2,965,701. In no event shall the TIF Incentive amount be reduced pursuant to this Section 8(F)(2) by more than ten (10%) percent.

G. Progress Meetings. Developer shall at all times have an individual designated as the Village's primary point of contact for matters pertaining to this Agreement. Upon written request of the Village, Developer shall meet on a monthly basis with the Village Manager, or his designee, and other Village staff as appropriate, to provide a comprehensive progress report on the Development. Appropriate Development team personnel shall attend the meeting on behalf of Developer and the Village, and the Developer shall provide information regarding the status of construction and occupancy, pending permit requests, and other logistical information deemed necessary by the Village.

H. Property Taxes and Valuation. Developer shall timely and fully pay when due all taxes levied against the Subject Property. With respect to the Subject Property, Developer shall have the right to petition to reduce the assessed value of the Subject Property, appeal the applicable property tax rate, seek any real estate tax exemption, or otherwise pursue a reduction in any real property tax owed during this Agreement's term, provided that:

1. The Developer provides the Village with at least thirty (30) days advance notice of filing any appeal, exemption, or other request to reduce tax monies owed by the Developer, regardless of the amount of or nature of the reduction sought; and
2. The Developer shall provide the Village upon written request copies of all documents, including, without limitation, appeal applications, appraisals, expert statements and testimony, and studies, submitted or presented to any unit, agency, or body of government or court in connection with the appeal, including, without limitation, the DuPage County Board of Review, the Illinois Property Tax Appeal Board, or any court or tribunal, at the same time such materials are provided to the unit, agency, or body of government or court.

Developer does not waive its right to receive any additional TIF Incentive by filing a petition seeking to reduce the Subject Property's assessed value, appeal the applicable tax rate, seek a real estate tax exemption, or otherwise reduce the amount of real estate tax owed for the Subject Property. However if the Developer's petition results in a refund of previously paid tax installment payments while under appeal, which were part of a prior TIF Incentive payment to the Developer, then there will be a recalculation and reconciliation of the previously paid TIF Incentive payment and Developer will return any funds to the TIF Fund for use by the Village in accordance with the Act. The Village reserves the right to withhold future TIF Incentive payments to Developer until reconciliation occurs, and Developer hereby waives any objection or challenge to the same.

I. Special Service Area. The Developer hereby consents to the Village's establishment and administration of a Special Service Area ("SSA") during this Agreement's term. The SSA will encompass the Subject Property and will generate revenue sufficient to pay any ongoing or one time maintenance obligations associated with the Subject Property, the Development, and to pay for any service or activity authorized by the SSA Law. The Village will comply with all Requirements of Law when proposing and establishing the SSA, and the Developer acknowledges that any objection to the SSA's proposal, creation, tax levy, or tax increase shall constitute a default under this Agreement.

Section 9. Fees, Dedications, Donations, and Contributions.

A. Negotiation and Review Fees. In addition to all other costs, payments, fees, charges, contributions, or dedications required by this Agreement or by the Requirements of Law, the Developer shall pay to the Village, after presentation of a written demand or demands for payment, all reasonable legal, engineering, and landscape architect fees, costs, and expenses incurred or accrued in connection with the review and processing of plans for the development of the Subject Property. Payment of all fees, costs, and expenses for which demand has been made, but payment has not been received, by the Village prior to execution of this Agreement, shall be made by a certified or cashier's check contemporaneous with the execution of this Agreement by the Village. The Developer agrees that it will continue to be liable for and to pay, immediately after presentation of a written demand or demands for payment, the fees, costs and expenses, as required pursuant to the Village Code, this Agreement, or the Village's Reimbursement of Fees

Agreement for the Development, and incurred in connection with any applications, documents, or proposals, whether formal or informal, of whatever kind submitted by the Developer during the term of this Agreement in connection with the use and development of the Subject Property. Further, the Developer agrees that it shall be liable for and will pay after demand all fees, costs, and expenses incurred by the Village for publications and recordings required in connection with the above matters.

B. Fees to the Village and Others. In addition to all other costs, payments, fees, charges, contributions, or dedications required by this Agreement, the Developer will pay to the Village or other entity from whom an invoice is received, all application, inspection, and permit fees, all water and sewer general and special connection fees, tap-on fees, charges, contributions, impact fees, and all other fees, charges, and contributions pursuant to the Requirements of Law, including, without limitation, all DuPage County fees and Village impact fees.

C. Dedications, Donations, and Contributions to Others. As required by the Village Code, the Developer will make cash contributions to the School District, Park District, Library, Fire Company and any other authority with jurisdiction over the Subject Property. The Village may withhold issuing a building permit for the Development until the Developer has made all payments required by this Section 9(C).

Section 10. Security Instruments.

A. Performance Security. As security to the Village for the performance by the Developer of the Developer's obligations (1) to construct and Substantially Complete the Development, including, without the limitation, the Public Improvements, pursuant to and in accordance with this Agreement, (2) to pay all Village costs, fees, and charges due from the Developer pursuant to this Agreement, (3) to maintain and repair streets, sidewalks, and other public property pursuant to this Agreement, and (4) to otherwise faithfully perform its undertakings pursuant to this Agreement, the Developer shall, within thirty (30) days of the Effective Date and prior to the issuance of any building permit for the Subject Property or reimbursement of eligible costs pursuant to this Agreement, deposit with the Village Manager a cash deposit or letter of credit ("*Performance Security*"), in a form approved by the Village Attorney, and in an amount equal to 125% of the Zoning Administrator's Approved Cost Estimate for the Development. The Performance Security shall be maintained and renewed by the Developer, and shall be held in escrow by the Village. The Developer may apply to the Village to reduce the Performance Security in accordance with the Subdivision Code.

B. Guaranty Security. Immediately prior to any required acceptance by the Village of the Public Improvements pursuant to this Agreement, the Developer shall post a new cash deposit or letter of credit, in a form approved by the Village Attorney, and in the amount of ten percent (10%) of the actual total cost of the Public Improvements as security for the performance of the Developer's obligations under this Agreement ("*Guaranty Security*"). The Guaranty Security shall be held by the Village in escrow until the last to occur of (i) the date that is the end of the one-year guaranty period set forth in this Agreement or (ii) the date that is one (1) year after the proper correction of any defect or deficiency in the Public Improvements pursuant to this Agreement and payment of the cost of correction. If the Village is required to draw on the Guaranty Security by reason of the Developer's failure to fulfill its obligations under this

Agreement, then the Developer shall within ten (10) days thereafter cause the Guaranty Security to be increased to its full original amount.

C. Costs. The Developer shall bear the full cost of securing and maintaining the Performance Security and the Guaranty Security.

D. Form of Security Instruments.

The Performance Security and Guaranty Security each shall be in the form attached as Exhibit L, as approved by the Village Attorney. All security instruments shall be from an institution (i) acceptable to the Village, (ii) licensed in the State of Illinois, and either (iii) having capital resources of at least Fifty Million Dollars (\$50,000,000) or (iv) having an AM Best rating of at least A-. Each form of security shall, at a minimum, provide that (1) it shall not be canceled or modified without the prior consent of the Village; (2) it shall not require the consent of the Developer prior to any draw on it by the Village; and (3) if at any time it will expire within 60 or fewer days, and if it has not been renewed, and if any applicable obligation of the Developer for which it is security remains uncompleted or unsatisfactory, then the Village may, call and draw down the security and employ the proceeds to complete the obligations and reimburse the Village for any and all costs and expenses, including, without limitation, legal fees and administrative costs, incurred by the Village. The Performance Security may provide that the aggregate amount of the cash deposit or security instrument may be reduced, but only after joint direction by the Developer and the Village. No reduction for payment of Public Improvement work satisfactorily completed shall be allowed except after presentation by the Developer of proper contractors' sworn statements, partial or final waivers of lien, as may be appropriate, and any additional documentation that the Village may reasonably request to demonstrate satisfactory completion of the Public Improvement in question and full payment of all contractors, subcontractors, and material suppliers and in accordance with the Subdivision Code. The Guaranty Security shall not be reduced by reason of any cost incurred by the Developer to satisfy its obligations under this Agreement.

E. Replenishment of Security. If at any time the Village reasonably determines that i) the funds remaining in the Performance Security are not, or may not be, sufficient to pay in full the remaining unpaid cost of all Public Improvements, or ii) the funds remaining in the Guaranty Security are not, or may not be, sufficient to pay all unpaid costs of correcting any and all defects and deficiencies in the Public Improvements, then, within ten (10) days after a demand by the Village, the Developer shall increase the amount of the cash deposit or security instrument to an amount reasonably determined by the Village Manager to be sufficient to pay the unpaid costs of correcting defects and deficiencies.

F. Replacement of Security. If at any time the Village reasonably determines that the institution issuing the Performance Security or Guaranty Security is unable to meet any federal or state requirement for reserves, is insolvent, is in danger of becoming any of the foregoing, or is otherwise in danger of being unable to honor the appropriate letter of credit at any time during its term, or if the Village otherwise reasonably deems itself to be insecure, then the Village shall have the right to demand that the Developer provide replacement security instruments from a financial institution or surety satisfactory to the Village. The replacement security instrument shall be deposited with the Village not later than ten (10) days after the demand. After deposit of the

replacement security instrument, the Village shall surrender the original security instrument to the Developer.

G. Use of Funds in the Event of Breach of Agreement. If the Developer fails or refuses to complete the Development in accordance with this Agreement, or fails or refuses to correct any defect or deficiency in the Public Improvements as required by Section 6 of this Agreement, or fails or refuses to restore property in accordance with a demand made pursuant to Section 6 of this Agreement, or in any other manner fails or refuses to meet fully any of its obligations under this Agreement, then the Village may, in its sole and absolute discretion, draw on security instrument provided pursuant to this Agreement or the Requirements of Law, according to the specific terms set forth in the security instrument, and use the funds according to the terms of the surety.

H. Village Lien Rights. If any money or other consideration due from the Developer to the Village pursuant to this Agreement is not either recovered from any security instrument provided for in this Section 10 or paid or conveyed to the Village by the Developer within ten (10) days after a demand for payment or conveyance, then the money, together with interest at the maximum rate permitted by law and costs of collection, including reasonable legal fees and administrative expenses, shall become a lien on the Subject Property, and the Village shall have the right to collect the amount or value, with applicable interest and costs, including reasonable legal fees and administrative expenses, and the right to enforce the lien in the manner provided by law for mortgage foreclosure proceedings. The lien shall be subordinate to the lien of any first mortgage now or hereafter placed on the Subject Property; provided, however, that the lien subordination shall apply only to charges that have become due and payable prior to a sale or transfer of the Subject Property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure, but the sale or transfer shall not relieve the Subject Property from liability for any charges thereafter becoming due, nor from the lien of any subsequent charge.

I. Developer's Assistance in the Event of Breach of Agreement. In the event the Village exercises its rights under the Performance Security or Guaranty Security, then the Developer will cooperate with the Village's efforts to collect funds under the security instrument(s) for completion of the Development or remedying the default according to the terms of this Agreement.

J. Survival of Performance Security and Guaranty Security Obligations. The Performance Security and Guaranty Security obligations set forth in this Section 10 shall survive the expiration of this Agreement; provided, however, upon completion of the Public Improvements, acceptance thereof by the Village and conclusion of any guaranty period under Subsection 6(B) of this Agreement, Developer's Guaranty Security obligations under this Section 10 shall be satisfied.

Section 11. Liability, Indemnity of Village, and Insurance.

A. Village Review. The Developer acknowledges and agrees that the Village is not, and shall not be, in any way liable for any damages or injuries to Developer that may be sustained as the result of the Village's review and approval of any plans for the Subject Property or the Public Improvements, or the issuance of any approvals, permits, certificates, or acceptances for the Development or use of the Subject Property or the Public Improvements, and that the Village's

review and approval of those plans and the Public Improvements and issuance of those approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed to insure the Developer, or any of its heirs, successors, assigns, tenants, and licensees, or any other Person, against damage or injury of any kind at any time.

B. Village Procedure. The Developer acknowledges and agrees that notices, meetings, and hearings have been properly given and held by the Village with respect to the approval of this Agreement and agrees not to challenge the Village's approval of this Agreement on the grounds of any procedural infirmity or of any denial of any procedural right.

C. Indemnity. The Developer agrees to defend, hold harmless, and indemnify the Village, the Corporate Authorities, the Village Plan Commission, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims, liabilities, damages, penalties, and costs that may be asserted at any time against any of them, or awarded against them, in connection with (i) the Village's review and approval of any plans for the Subject Property or the Public Improvements; (ii) the issuance of any approval, permit, or certificate; and (iii) the Developer's Construction of the Development; or (iv) this Agreement.

D. Defense Expense. The Village shall provide the Developer written notice of any claim for which the Village may seek indemnification or to be held harmless within ten (10) days of obtaining notice of a claim. The Developer shall have the right to hire counsel of its choosing, with consent of the Village, and to control defense of any claim or to settle any claim provided that the Village shall have the right to participate in the defense and settlement of the claim. The Village shall provide Developer timely notice of any defense to a claim so as to avoid prejudice. Failure of the Village to tender timely notice or defense of a claim shall waive any obligation of Developer to indemnify, defend, and hold harmless the Village. In the event that the Village retains defense of any claim the Developer shall, and does hereby agree to, pay all expenses, including without limitation all reasonable legal fees, incurred by the Village in defending itself with regard to any and all of the claims referenced in Section 11(C) of this Agreement, provided that Developer shall have the right to participate in said defense and approval of any settlement of a claim.

E. Insurance.

1. Liability Insurance Prior to Completion. Prior to issuance of a building permit, Developer shall procure and deliver evidence of such policies to the Village, at Developer's cost and expense, and shall maintain in full force and effect through completion of construction of the Development, a policy or policies naming the Village of Glen Ellyn, together with its officers, agents, employees, contractors, attorneys, and engineers as additional primary, non-contributory named insureds. All such policies shall be in such form and issued by such companies as shall be reasonably acceptable to the Village, and any insurance carried by the Village for like risks shall be secondary and in excess of the insurance required hereby. All policies shall be written on a "per occurrence" basis. The Developer shall procure and maintain insurance for protection from claims under worker's compensation

acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any Person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, alleged to arise from the Developer's negligence in the performance of services under this Agreement. Developer's certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to the Village. Developer shall promptly forward new certificate(s) of insurance evidencing the coverage(s) required herein upon annual renewal of the subject policies. Failure of the Developer to supply a valid certificate of insurance, or if a previously valid certificate of insurance has expired and is not replaced, is grounds for issuance of a stop work order, in addition to all other remedies available at law or in equity, until such time as a valid certificate of insurance is provided. Failure of the Village to collect or demand a certificate of insurance shall not be deemed a waiver of the requirement to provide one. The limits of liability for the insurance required by this Subsection shall not be less than the following:

Workmen's Compensation Insurance:

All Liability imposed by Workmen's Compensation statute

Employer's Liability Insurance	\$1,000,000
Contractual Liability Insurance	\$1,000,000
Completed Operations Insurance	\$ 500,000

Owned, Hired, and Non-Ownership Vehicle, Bodily Injury and Property Damage to the following Limits:

Commercial General Liability	\$2,000,000 (each occurrence)
Bodily Injury	\$2,000,000 (each person) \$2,000,000 (each accident)
Property Damage	\$2,000,000 (each accident)
Automobile Liability	\$1,000,000 combined single limit (each accident)
Umbrella Liability	\$7,500,000 (each occurrence) \$7,500,000 (aggregate)

2. Developer's Risk Prior to Completion. Prior to Substantial Completion of the Development, Developer shall keep in force at all times builders risk insurance on a completed value basis, in non-reporting form, against all risks of physical loss, including collapse, covering the total value of work performed and equipment, supplies and materials furnished for the Development (including on-site stored materials), all as to work by Developer. Such insurance policies shall be issued by companies satisfactory to the Village. Such policies shall contain a provision that the

same will not be canceled or materially amended without prior written notice to the Village.

3. Developer's Ongoing Obligations. Throughout this Agreement's term, the Developer shall maintain in full force and effect insurance, in a form and amount approved by the Village Attorney, sufficient to cover the replacement cost of the Development in the event the Development is destroyed in whole or in part. The Developer shall be obligated to use the insurance proceeds to reconstruct the Development and make it habitable again, consistent with the Development Plans.

Section 12. Nature, Survival, and Transfer of Obligations.

A. All obligations assumed by the Developer under this Agreement shall be binding on the Developer individually, on any and all of the Developer's successors, and assigns, and on any and all of the respective successor legal or beneficial owners of all or any portion of the Subject Property. To assure that the Developer's successors, and assigns, and successor owners of all or any portion of the Subject Property have notice of this Agreement and the obligations created by it, the Developer shall:

1. Deposit with the Village Clerk, contemporaneously with the Village's approval of this Agreement, any consents or other documents necessary to authorize the Village to record this Agreement in the office of the Recorder of DuPage County; and
2. Notify the Village in writing at least thirty (30) days prior to any date after which the Developer transfers a legal or beneficial interest in any portion of the Subject Property to any Person not a party to this Agreement; and
3. Incorporate, by reference, this Agreement into any and property sales contracts entered into for the sale of all or any portion of the Subject Property to a Person not a party to this Agreement; and
4. Require, prior to the transfer of all or any portion of the Subject Property, or any legal or equitable interest in the Subject Property to any Person not a party to this Agreement, the transferee to execute an enforceable written agreement, in substantially the form attached to this Agreement as **Exhibit M**, agreeing to be bound by this Agreement ("*Transferee Assumption Agreement*"), and to provide the Village, after request, with reasonable assurance of the financial ability of the transferee to meet those obligations as the Village may require;

Provided, however, that the requirements stated in the four preceding clauses shall not apply to any lease for a portion of the Subject Property irrespective of the status of Substantial Completion. The Village agrees that after a successor becoming bound to the personal obligation created in the manner provided in this Agreement and providing the financial assurances required in this Section 12, the individual liability of the Developer shall be released to the extent of the transferee's

assumption of liability. The failure of the Developer to provide the Village with a fully executed copy of a Transferee Assumption Agreement with the transferee's proposed assurances of financial capability before completing the transfer shall result in the Developer remaining fully liable for all of the Developer's obligations under this Agreement but shall not relieve the transferee of its liability for those obligations as a successor to the Developer.

B. Notwithstanding the provisions of Section 12(A), the Developer may sell, assign, or pledge its rights to the TIF Incentive to a Qualified Investor approved by the Village Manager, via a Qualified Transfer approved by the Village Manager.

Section 13. Term. With the exception of Sections 5, 6, 10, 11, 12, 13, and 14 of this Agreement, this Agreement shall run with and bind the Subject Property until January 1, 2037, unless such term is extended by mutual agreement of the Parties, and shall inure to the benefit of and be enforceable by the Developer and the Village, and any of their respective legal representatives, heirs, successors, and assigns. Agreement Sections 5, 6, 10, 11, 12, 13, and 14 will survive the term set forth in this Section 13 and shall run with and bind the Subject Property in perpetuity, and shall inure to the benefit of and be enforceable by the Developer and the Village, and any of their respective legal representatives, heirs, successors, and assigns. If any of the privileges or rights created by this Agreement would otherwise be unlawful or void for violation of (1) the rule against perpetuities or some analogous statutory provision, (2) the rule restricting restraints on alienation, or (3) any other statutory or common law rules imposing time limits, then the affected privilege or right shall continue only until 21 years after the death of the last survivor of the now living lawful descendants of the current President of the United States, or for any shorter period that may be required to sustain the validity of the affected privilege or right.

Section 14. Enforcement. Each Party to this Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement. Developer agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the Village, or any of its elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys, on account of the negotiation, execution, or breach of this Agreement; except to the extent that the Village has committed fraud, exhibited willful or wanton disregard to the right of Developer or the terms of this Agreement, or otherwise acted in bad-faith or in a manner to intentionally prevent Developer from performing under the terms of this Agreement. In addition to every other remedy permitted by law for the enforcement of the terms of this Agreement, the Village will be entitled to withhold the issuance of building permits, certificates of occupancy for any and buildings and structures within the Subject Property, and/or payment or reimbursement of the TIF Incentive, Capital Expense Grant, or other monies authorized by this Agreement at any time the Developer has failed or refused to meet fully any of its obligations under this Agreement. In the event of a judicial proceeding brought by one party to this Agreement against the other party to this Agreement pursuant to this Section 14, the prevailing party shall be entitled to reimbursement from the unsuccessful party of all costs and expenses, including without limitation reasonable attorneys' fees, incurred in connection with the judicial proceeding.

Section 15. General Provisions.

A. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("*e-mail*"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid only to the extent that they are (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 15(A), each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Glen Ellyn
ATTN: Village Manager
535 Duane Street
Glen Ellyn, IL 60137
Fax: 630.469.8849
Email: manager@glenellyninfo.org

With a copy to:

Village of Glen Ellyn
ATTN: Village Attorney
535 Duane Street
Glen Ellyn, IL 60137
Fax: 630.469.8849
Email: gmathews@glenellyn.org

Notices and communications to the Developer shall be addressed to, and delivered at, the following address:

Avere on Duane, LLC
ATTN: Matthew T. Nix and Warren A. James
c/o Reva Development Partners, LLC
116 W. Illinois Street, 7th Floor
Chicago, Illinois 60654
Fax: _____
Email: _____

With a copy to:

Richard F. Klawiter
DLA Piper LLP (US)
444 W. Lake, Suite 900
Chicago, Illinois 60613
Fax: 312-630-7337
Email: Richard.klawiter@dlapiper.com

- B. Time of the Essence. Time is of the essence in the performance of this Agreement.
- C. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.
- D. Non-Waiver. The Parties shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of a Party to exercise at any time any right granted to the Party shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the Party's right to enforce that right or any other right, except as otherwise set forth herein.
- E. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.
- F. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois. Venue for disputes arising from or related to this Agreement, the Development, or the Subject Property shall be in the Illinois Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.
- G. Severability. It is hereby expressed to be the intent of the Parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied,

and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

H. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the Parties relating to the subject matter of this Agreement.

I. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

J. Exhibits. Exhibits A through M attached to this Agreement are, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

K. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all Parties to this Agreement in accordance with all Requirements of Law.

L. Changes in Laws. Unless otherwise provided in this Agreement, any reference to the Requirements of Law shall be deemed to include any modifications of, or amendments to, the Requirements of Law that may occur in the future.

M. Compliance with Laws. Developer agrees to comply with all Requirements of Law when performing any task associated with this Agreement or the Development, including, without limitation, the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, *et seq.* (the "*Wage Act*"). To the extent that the Wage Act applies, the Developer agrees to pay and require every contractor and subcontractor to pay prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with the Act. The Developer shall prominently post the current schedule of prevailing wages at the Subject Property and shall notify immediately in writing all of its contractors and subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to the Developer due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of the Developer and not at the expense of the Village. The Developer agrees to indemnify and hold harmless the Village from any and all claims, damages, fines, fees and penalties arising out of non-compliance with the Requirements of Law, including, without limitation, the Wage Act, by the Developer and its agents, contractors, employees, successors, and assigns.

N. Disclosures. Upon the Village's request, Developer will provide a list of all entities owning a greater than one percent (1%) interest in Developer. Developer will update this information at the request of the Village. Based in part on the information provided by Developer and in part on information from the Village's independent investigation, the Village will affirm that its Corporate Authorities, and all appropriate Village elected and appointed officials, officers, employees, agents and representatives of the Village have or will comply with the disclosure and

conflict-of-interest provisions of the Public Officer Prohibited Activities Act (50 ILCS 105/3), the Act, and the Illinois Governmental Ethics Act (5 ILCS 420).

O. Authority to Execute. The Village hereby warrants and represents to the Developer that the Persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. The Developer hereby warrants and represents to the Village that it has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and to bind the Subject Property as set forth in this Agreement, that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and that neither the execution of this Agreement nor the performance of the obligations assumed by the Developer will (a) result in a breach or default under any agreement to which the Developer is a party or to which it or the Subject Property is bound or (b) violate any statute, law, restriction, court order, or agreement to which the Developer or the Subject Property are subject.

P. Standard of Performance. Developer's performance pursuant to this Agreement shall exhibit the same level of care, competence, judgment, and diligence that is reasonably expected of a real estate development firm in the Chicago Metropolitan Statistical Area that has experience which developments that are equally and more complex than the Development. The Development shall be constructed in a good and workmanlike manner and in compliance with (a) all Village ordinances, rules, and regulations; and (b) this Agreement. All improvements associated with the Development or the Subject Property shall be new and of the best grade of their respective kinds for their intended purpose.

Q. No Third Party Beneficiaries. Nothing herein, express or implied, is intended to or shall confer upon any other person, entity, company, or organization, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

R. Recording. After the Developer has paid to the Village the amounts due pursuant to Section 9 of this Agreement and the Developer has paid to the Village an amount sufficient to cover the cost of recording this Agreement, all necessary ordinances, plats, and other instruments, the Village shall promptly cause this Agreement to be recorded in the office of the Recorder of DuPage County.

S. Counterparts. This Agreement may be executed in counterpart, each of which shall constitute an original document, which together shall constitute one and the same instrument.

T. Freedom of Information Act. Developer agrees to maintain, without charge, all records and documents concerning or relating to this Agreement, the Subject Property, the Development, and the Village in accordance with the Freedom of Information Act ("FOIA") 5 ILCS 140/1, *et seq.* Upon the Village's request, the Developer shall produce all records requested by the Village within the timeframe requested by the Village, and if additional time is needed to compile the requested records, the Developer shall promptly notify the Village. In the event that either party is found to have not complied with FOIA due to the other party's failure to produce documents or otherwise appropriately respond to a request under the Act, then the party failing to produce and/or respond shall indemnify and hold harmless the other party, and pay all amounts determined to be due, including, but not limited to, fines, costs, attorneys' fees and penalties

U. Force Majeure. Whenever any performance that is required hereunder shall be delayed at any time by Force Majeure, then the party excused from performance shall be excused from performance: 1) only after delivery of notice to the other party, which notice shall identify the nature of the Force Majeure event and the anticipated duration of the delay due to the Force Majeure event; 2) only during the duration of the Force Majeure event; and 3) only so long as the party whose performance is impaired continues to take reasonable steps to mitigate the effect of the Force Majeure Event and to substantially perform despite the occurrence of the Force Majeure Event.

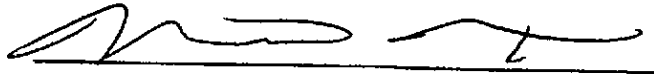
[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed on the date first above written.

AVERE ON DUANE, LLC, an Illinois limited liability company

By AVERE DUANE MANAGER, LLC, an Illinois limited liability company, its manager

By REVA DEVELOPMENT PARTNERS, L.L.C., an Illinois limited liability company, its manager

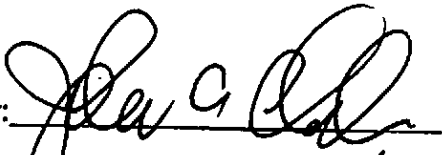


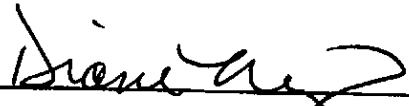
By: Matt Nix

Its: Manager

ATTEST:

VILLAGE OF GLEN ELLYN, an Illinois municipal corporation

By: 
Its: Village Clerk

By: 
Its: Village President

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

This instrument was acknowledged before me on July 23, 2019, ~~2018~~,
by DIANE MCGINLEY, the President of the VILLAGE OF GLEN ELLYN, an Illinois
municipal corporation, and by JOHN CHERESKIN, the Village Clerk of said municipal
corporation.

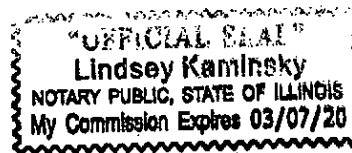


Signature of Notary

SEAL

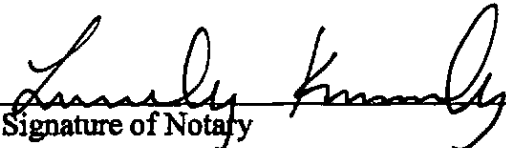
My Commission expires:

03/07/2020



STATE OF ILLINOIS)
) SS.
COUNTY OF DuPage)

The foregoing instrument was acknowledged before me on
July 23 2019, by Matt Nix the Manager and
the _____ of AVERE ON DUANE, LLC, an Illinois limited
liability company, as their free and voluntary act in their capacities as officers of said company for
the uses and purposes herein.



Signature of Notary

SEAL

My Commission expires:

03/07/2020

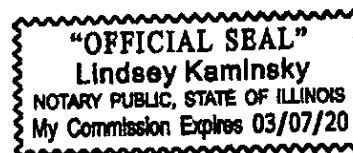


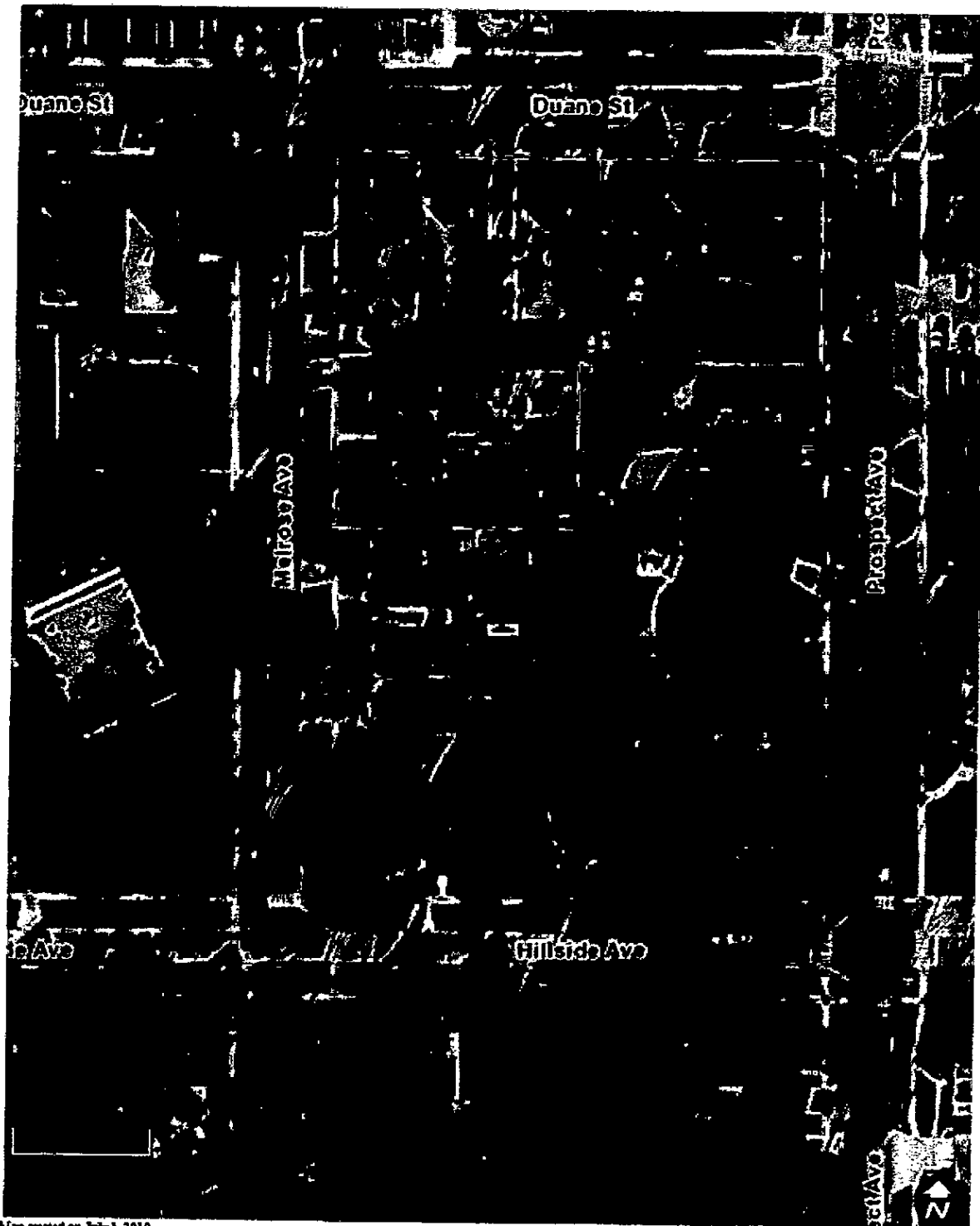
Exhibit List:

- A. Subject Property depiction
- B. Subject Property legal description
- C. Development plans (Exs. C1-C6)
- D. Public improvements
- E. Zoning entitlement ordinance
- F. Construction schedule
- G. Construction site rules of conduct
- H. Debt / equity schedule
- I. TIF eligible costs
- J. Certificate of TIF reimbursable project costs
- K. Budget
- L. Irrevocable standby letter of credit
- M. Transferee assumption agreement

4838-1963-1469, v. 1



Avere on Duane Development Site



Map created on July 1, 2019.

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Disclaimer: This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.

LEGAL DESCRIPTIONS

443 DUANE STREET

LOTS 9, 10, 11 AND 12 IN BLOCK 3 IN GLENWOOD, BEING C.A. PHILLIPS SUBDIVISION OF PART OF SECTION 10 AND PART OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 22, 1873 AS DOCUMENT 16688, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-11-325-005; and

435 DUANE STREET

LOTS 7 AND 8 IN BLOCK 3 IN GLENWOOD, BEING C.A. PHILLIPS SUBDIVISION OF PART OF SECTION 10 AND PART OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 22, 1873 AS DOCUMENT NUMBER 16688, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-11-325-004; and

431-433 DUANE STREET

LOT 5 AND 6 IN BLOCK 3 IN GLENWOOD, BEING C.A. PHILLIPS SUBDIVISION OF PART OF SECTION 10 AND PART OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 22, 1873 AS DOCUMENT NUMBER 16688, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-11-325-003; and

427-429 DUANE STREET

LOT 3 AND 4 IN BLOCK 3 IN GLENWOOD, BEING C.A. PHILLIPS SUBDIVISION OF PART OF SECTION 10 AND PART OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 22, 1873 AS DOCUMENT NUMBER 16688, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-11-325-002; and

431 MELROSE AVENUE

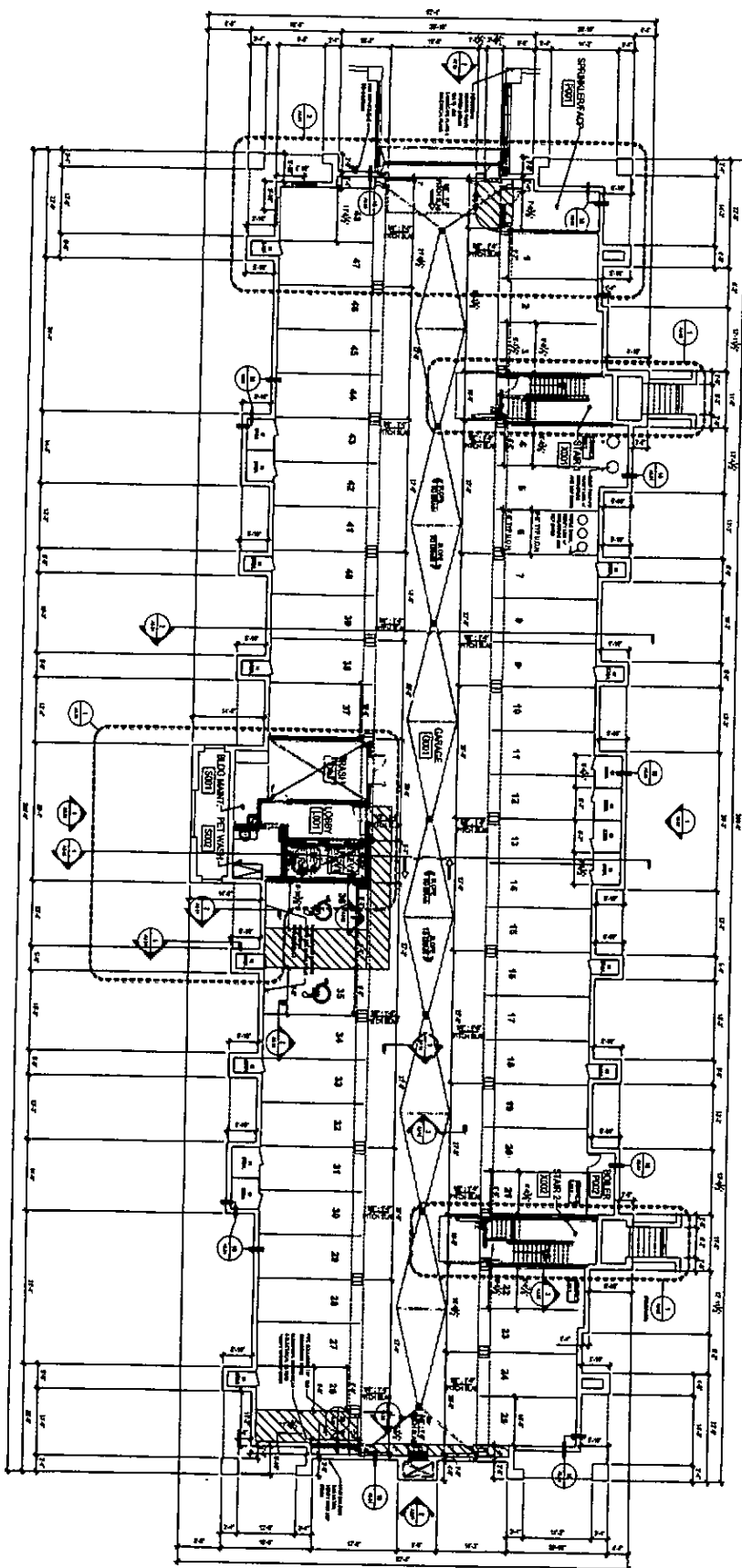
LOTS 1 AND 2 IN BLOCK 3 IN GLENWOOD, BEING C.A. PHILLIPS SUBDIVISION OF PART OF SECTION 10 AND PART OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 22, 1873 AS DOCUMENT NUMBER 16688, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-11-325-001; and

425 MELROSE AVENUE

LOTS 37, 38, 39, 40 IN BLOCK 3 IN GLENWOOD, BEING C.A. PHILLIPS SUBDIVISION OF PART OF SECTION 10 AND PART OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 22, 1873 AS DOCUMENT NUMBER 16688, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.s: 05-11-325-006, 05-11-325-022, & 05-11-325-023



1 BUILDING PLAN - LEVEL 0 - PARKING GARAGE
Scale = 1" = 50'

As of
A1.00

AVERE ON DUANE
437 DUANE STREET
GLEN ELLYN, IL 60137



ISSUE DATE: 11/29/2018

REVISIONS:

RECEIVED BY: [Signature]



12. **RESEARCH AND DEVELOPMENT:** The following information is required for the research and development activities of the company and its subsidiaries and affiliates:

13. **PERSONNEL:** The following information is required for the personnel of the company and its subsidiaries and affiliates:

14. **FINANCIAL STATEMENTS:** The following information is required for the financial statements of the company and its subsidiaries and affiliates:

15. **OTHER INFORMATION:** The following information is required for other information of the company and its subsidiaries and affiliates:

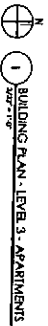

REVA
 DEVELOPMENT
 PARTNERS LLC

References

● 2014 年 12 月 1 日

1. *Phragmites australis* (Cav.) Trin. ex Steud.

Page 267 of 380



- [illegible]

AVERE ON DUANE
437 DUANE STREET
GLEN ELLYN, IL 60137



REVA
HAYES-ROTH
PAPER & PASTE CO.

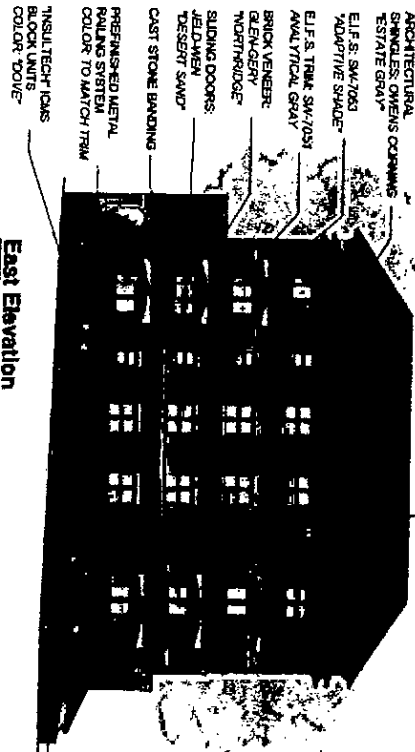
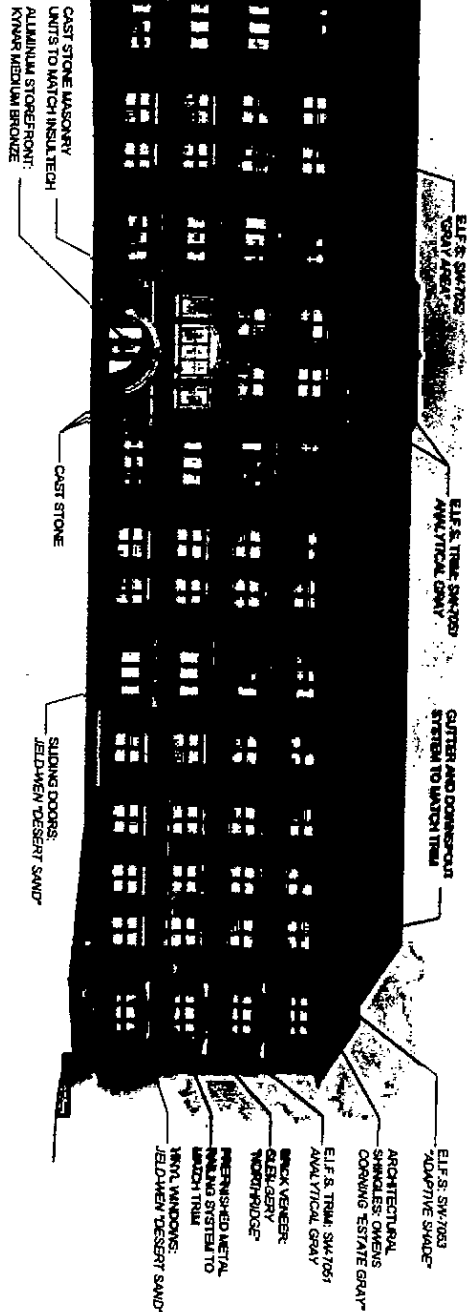
ISSUE DATE: 11/29/2018

REVISIONS

● 2007 年 12 月 15 日

[illegible]
REVA
 DEVELOPMENT
 ACTIVITIES LTD.[illegible]

South Elevation



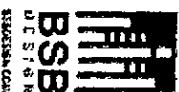
East Elevation

Character Elevations

AVERE ON DUANE

Glen Ellyn, IL

June 11, 2019



The drawings provided are the property of the Architect and are not to be used for any other project without the written consent of the Architect. The drawings are not to be used for any other project without the written consent of the Architect. The drawings are not to be used for any other project without the written consent of the Architect.

North Elevation

CAST STONE
SURROUND

INSULTECH LONG BLOCK
UNITS, COLOR TOIVE

CAST STONE

HOLLOW METAL DOOR TO
MATCH TRIM, SW/7057
ANALYTICAL GRAY
SLIDING DOORS:
JELD-WEN DESERT SAND

CAST STONE

CAST STONE

ARCHITECTURAL
SHINGLES: OWENS
CORNING ESTATE GRAY
EIF S, SW/7053
MODULINE SHOE
EIF S, TRIM, SW/7057
ANALYTICAL GRAY
BRICK VENEER
GLENN-GERRY
NORTHROCK
SLIDING DOORS:
JELD-WEN DESERT SAND
CAST STONE BANDING
PREPRESSED METAL
RAILING SYSTEM
COLOR TO MATCH TRIM
INSULTECH LONG
BLOCK UNITS
COLOR TOIVE

West Elevation

OVERHEAD GARAGE DOOR
COLOR TO MATCH TRIM
HOLLOW METAL DOOR TO
MATCH TRIM, SW/7057
ANALYTICAL GRAY

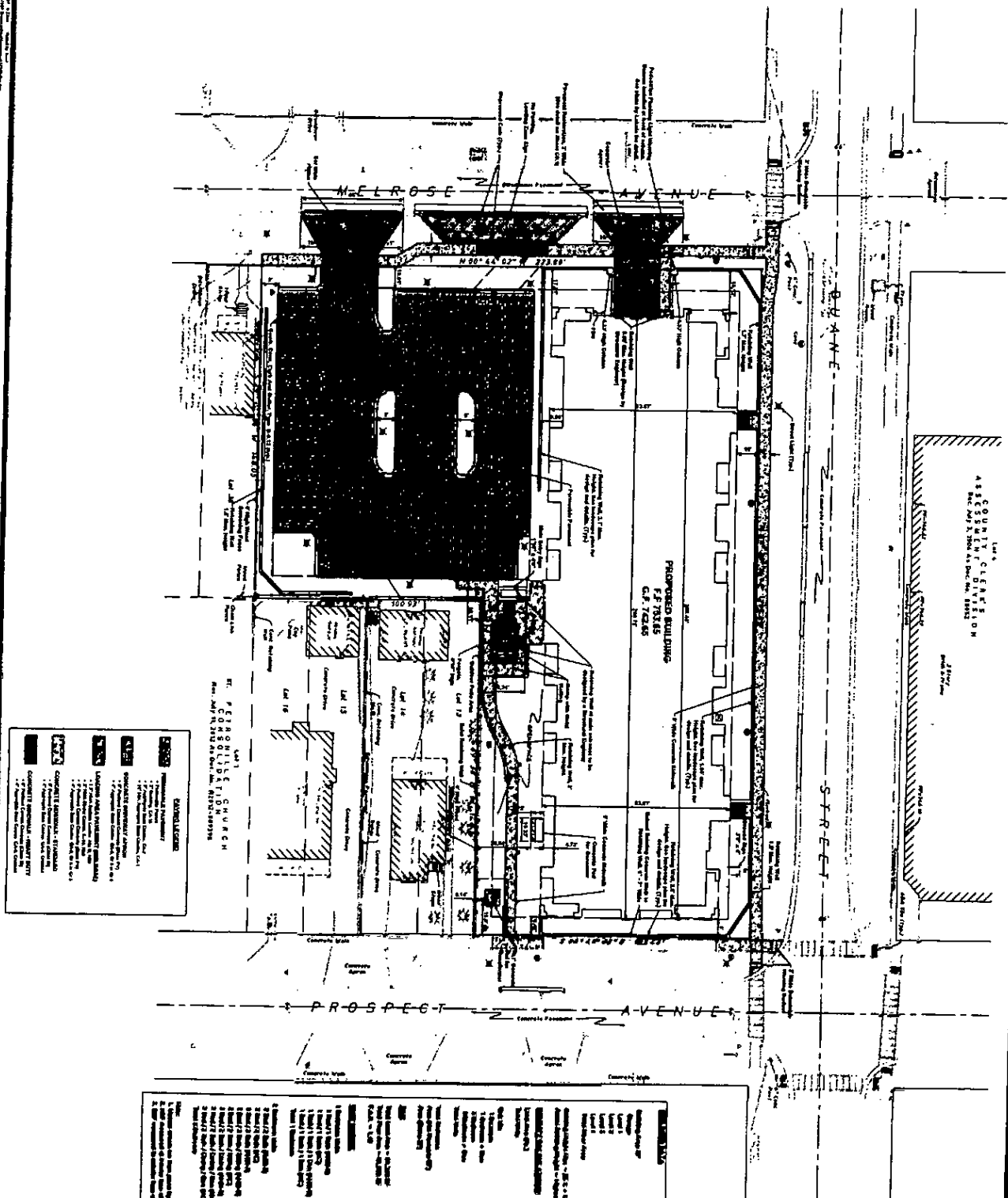
Character Elevations

AVERE ON DUANE

Chen Edm II

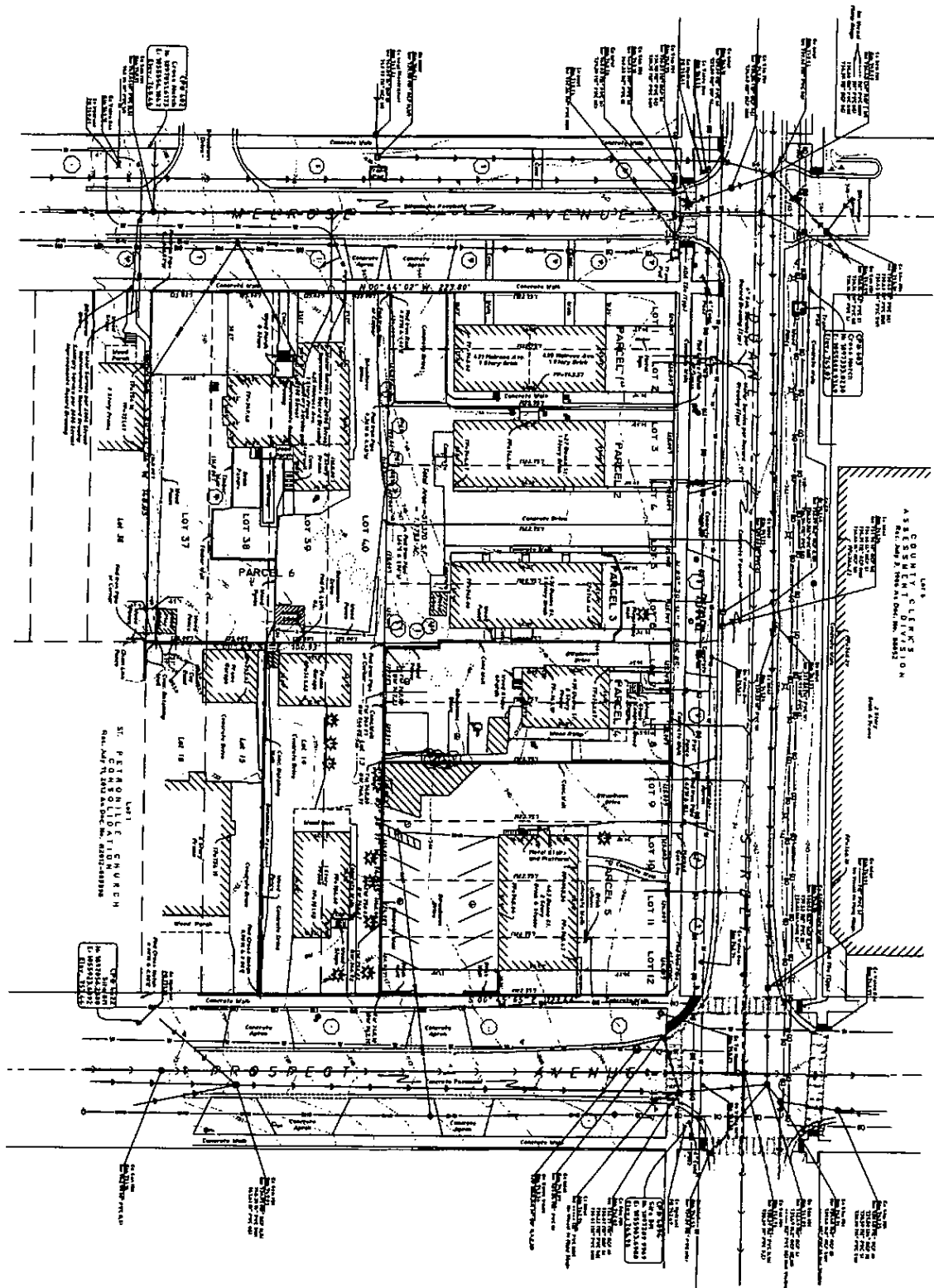
June 11, 2019



[illegible]

PACIFIC RIM	
Interest Payable	46
Dividend Income	2
Available Cash	
Owner Paying	
Payroll Costs	24
Technology Costs	3
TOTAL PACIFIC RIM	42

[illegible]



EXISTING CONDITIONS SITE PLAN

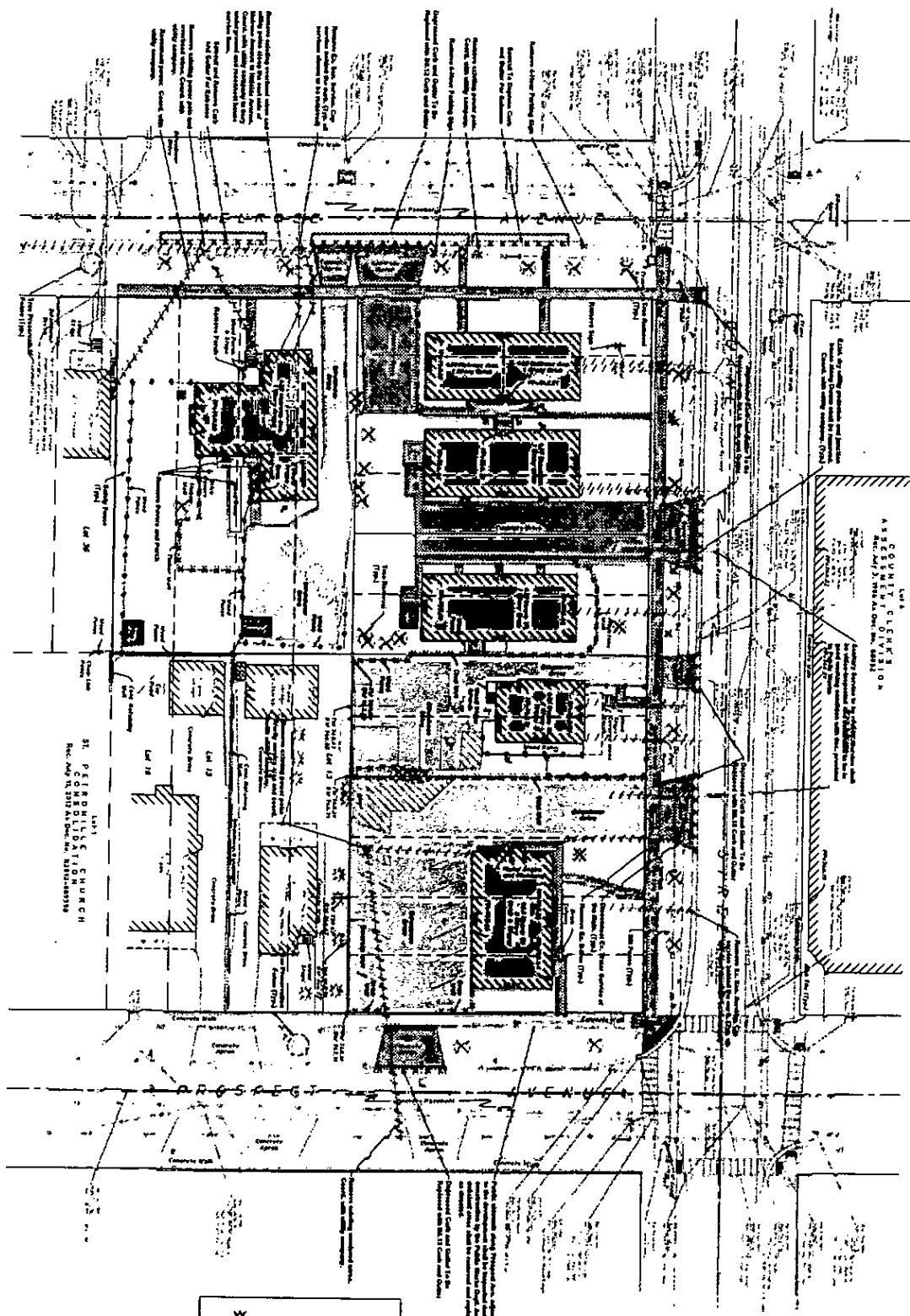
AVERE ON DUANE
SITE IMPROVEMENT PLANS
CUM BIRTH PLANS

HAEGER ENGINEERING
consulting engineers • land surveyors

100 East Main Street, Columbus, IN 47202 Tel: 317.281.2000 Fax: 317.281.2001
www.haegerengineering.com

08-01-2014
08-01-2014
Date





DEMOLITION LEGEND

	EXISTING STRUCTURE
	STRUCTURE TO BE DEMOLISHED
	FOUNDATION TO BE DEMOLISHED
	UTILITY TO BE REMOVED
	STRUCTURE TO BE PRESERVED
	FOUNDATION TO BE PRESERVED
	UTILITY TO BE PRESERVED
	AREA TO BE EXCAVATED
	AREA TO BE BACKFILLED
	AREA TO BE GRADED
	AREA TO BE PLANTED

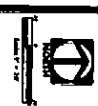
Project No. 15-001
 Date: 03/23/2015
 Scale: 1/8" = 1'-0"
 Drawn by: CAD/10

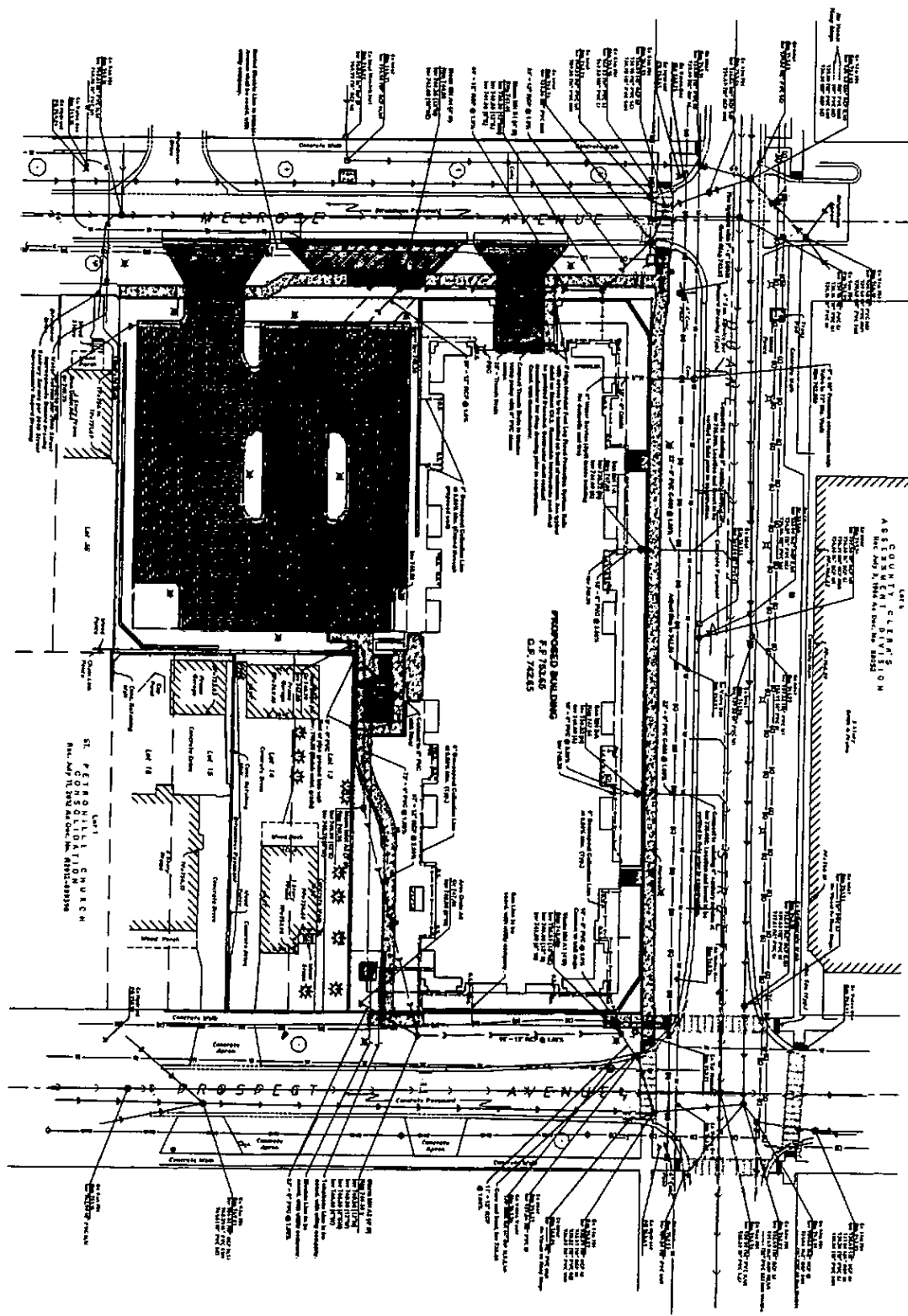
DEMOLITION PLAN
AVERE ON DUANE
SITE IMPROVEMENT PLANS
 GUY BLUTH, ARCHITECT

HAEGER ENGINEERING
 consulting engineers & land surveyors
 100 East Main Street, Suite 100, St. Louis, MO 63101
 Phone: (314) 433-1111 Fax: (314) 433-1112
 www.haeger-engineering.com

03/23/2015
 04/20/2015
 05/15/2015

Project Name
 Avere on Duane
 Site Plan

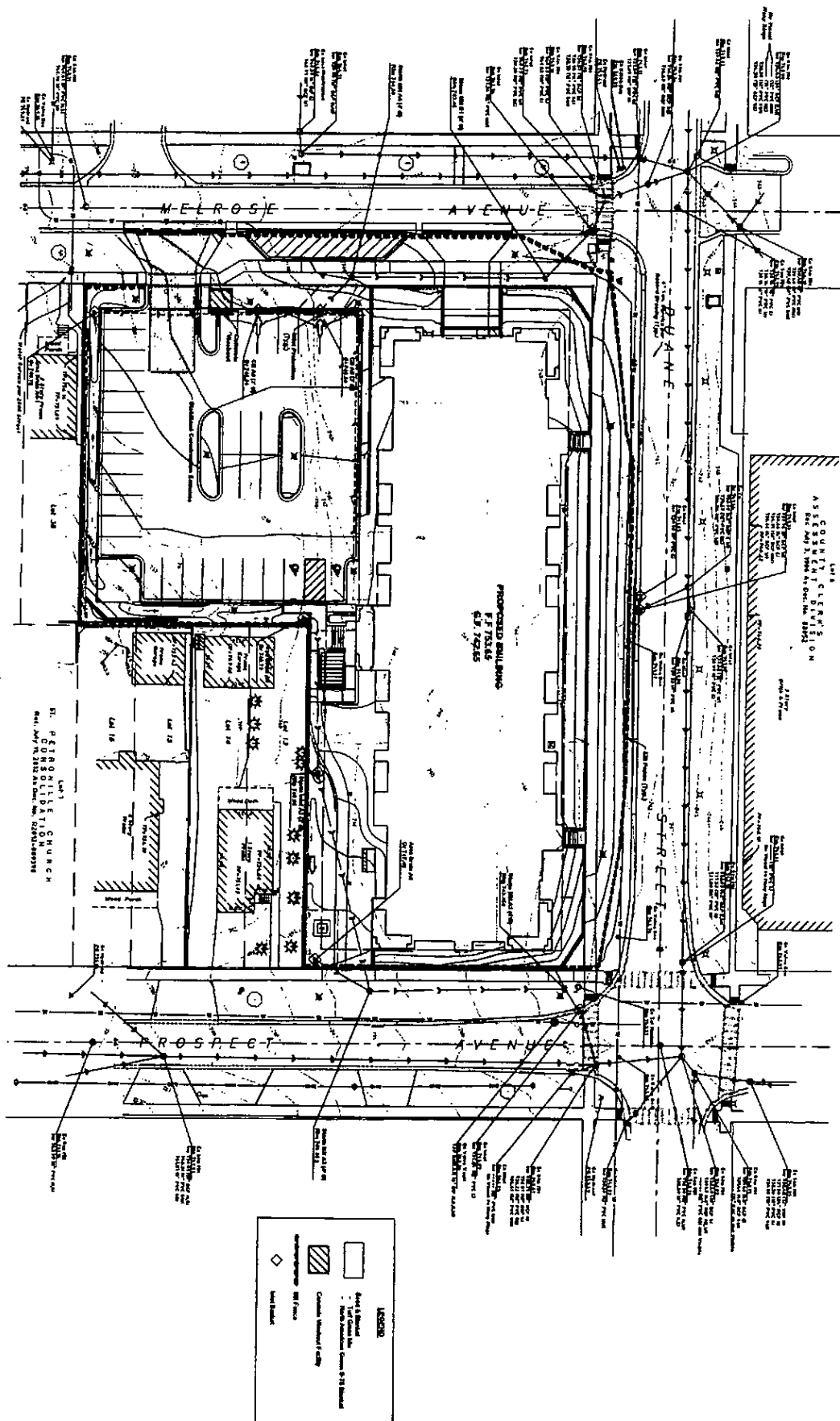




UTILITY PLAN
AVERE ON DUANE
SITE IMPROVEMENT PLANS
 (24x36) (1/4" = 1' - 0")

HAEGER ENGINEERING
 Consulting Engineers & Surveyors
 100 East 10th Street, Indianapolis, IN 46202-1000
 Phone: (317) 634-1000 Fax: (317) 634-1001
 Email: info@haeger-engineering.com
 Website: www.haeger-engineering.com

No.	Date	By	Check	Appr.	Revised
1	01.12.2011	W. J. Haeger	W. J. Haeger	W. J. Haeger	
2	02.01.2012	W. J. Haeger	W. J. Haeger	W. J. Haeger	
3	02.02.2012	W. J. Haeger	W. J. Haeger	W. J. Haeger	
4	02.03.2012	W. J. Haeger	W. J. Haeger	W. J. Haeger	
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58	06.09.2016	W. J. Haeger	W. J. Haeger	W. J. Haeger	
59	06.10.2016	W. J. Haeger	W. J. Haeger	W. J. Haeger	
60	06.11.2016	W. J. Haeger	W. J. Haeger	W. J. Haeger	
61	06.12.2016	W. J. Haeger	W. J. Haeger	W. J. Haeger	
62	07.01.2017	W. J. Haeger	W. J. Haeger	W. J. Haeger	
63	07.02.2017	W. J. Haeger	W. J. Haeger	W. J. Haeger	
64	07.03.2017	W. J. Haeger	W. J. Haeger	W. J. Haeger	
65	07.04.2017	W. J. Haeger	W. J. Haeger	W. J. Haeger	
66	07.05.2017	W. J. Haeger	W. J. Haeger	W. J. Haeger	
67	07.06.2017	W. J. Haeger	W. J. Haeger	W. J. Haeger	
68	07.07.2017	W. J. Haeger	W. J. Haeger	W. J. Haeger	
69	07.08.2017	W. J. Haeger	W. J. Haeger	W. J. Haeger	
70	07.09.2017	W. J. Haeger	W. J. Haeger	W. J. Haeger	
71	07.10.2017	W. J. Haeger	W. J. Haeger	W. J. Haeger	
72	07.11.2017	W. J. Haeger	W. J. Haeger	W. J. Haeger	
73	07.12.2017	W. J. Haeger	W. J. Haeger	W. J. Haeger	
74	08.01.2018	W. J. Haeger	W. J. Haeger	W. J. Haeger	
75	08.02.2018	W. J. Haeger	W. J. Haeger	W. J. Haeger	
76	08.03.2018	W. J. Haeger	W. J. Haeger	W. J. Haeger	
77	08.04.2018	W. J. Haeger	W. J. Haeger	W. J. Haeger	
78	08.05.2018	W. J. Haeger	W. J. Haeger	W. J. Haeger	
79	08.06.2018	W. J. Haeger	W. J. Haeger	W. J. Haeger	
80	08.07.2018	W. J. Haeger	W. J. Haeger	W. J. Haeger	
81	08.08.2018	W. J. Haeger	W. J. Haeger	W. J. Haeger	
82	08.09.2018	W. J. Haeger	W. J. Haeger	W. J. Haeger	
83	08.10.2018	W. J. Haeger	W. J. Haeger	W. J. Haeger	
84	08.11.2018	W. J. Haeger	W. J. Haeger	W. J. Haeger	
85	08.12.2018	W. J. Haeger	W. J. Haeger	W. J. Haeger	
86	09.01.2019	W. J. Haeger	W. J. Haeger	W. J. Haeger	
87	09.02.2019	W. J. Haeger	W. J. Haeger	W. J. Haeger	
88	09.03.2019	W. J. Haeger	W. J. Haeger	W. J. Haeger	
89	09.04.2019	W. J. Haeger	W. J. Haeger	W. J. Haeger	
90	09.05.2019	W. J. Haeger	W. J. Haeger	W. J. Haeger	
91	09.06.2019	W. J. Haeger	W. J. Haeger	W. J. Haeger	
92	09.07.2019	W. J. Haeger	W. J. Haeger	W. J. Haeger	
93	09.08.2019	W. J. Haeger	W. J. Haeger	W. J. Haeger	
94	09.09.2019	W. J. Haeger	W. J. Haeger	W. J. Haeger	
95	09.10.2019	W. J. Haeger	W. J. Haeger	W. J. Haeger	
96	09.11.2019	W. J. Haeger	W. J. Haeger	W. J. Haeger	
97	09.12.2019	W. J. Haeger	W. J. Haeger	W. J. Haeger	
98	10.01.2020	W. J. Haeger	W. J. Haeger	W. J. Haeger	
99	10.02.2020	W. J. Haeger	W. J. Haeger	W. J. Haeger	
100	10.03.2020	W. J. Haeger	W. J. Haeger	W. J. Haeger	



**STORMWATER POLLUTION
PREVENTION PLAN**
AVIRE ON DUANE
SITE IMPROVEMENT PLANS
BIRMINGHAM, ALABAMA

HAEGER ENGINEERING
consulting engineers • land surveyors
100 East Main Parkway, Birmingham, AL 35201 • Tel: 205.261.1000 • Fax: 205.261.1001
www.haeger-engineering.com

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AVERE ON DUANE SUBDIVISION

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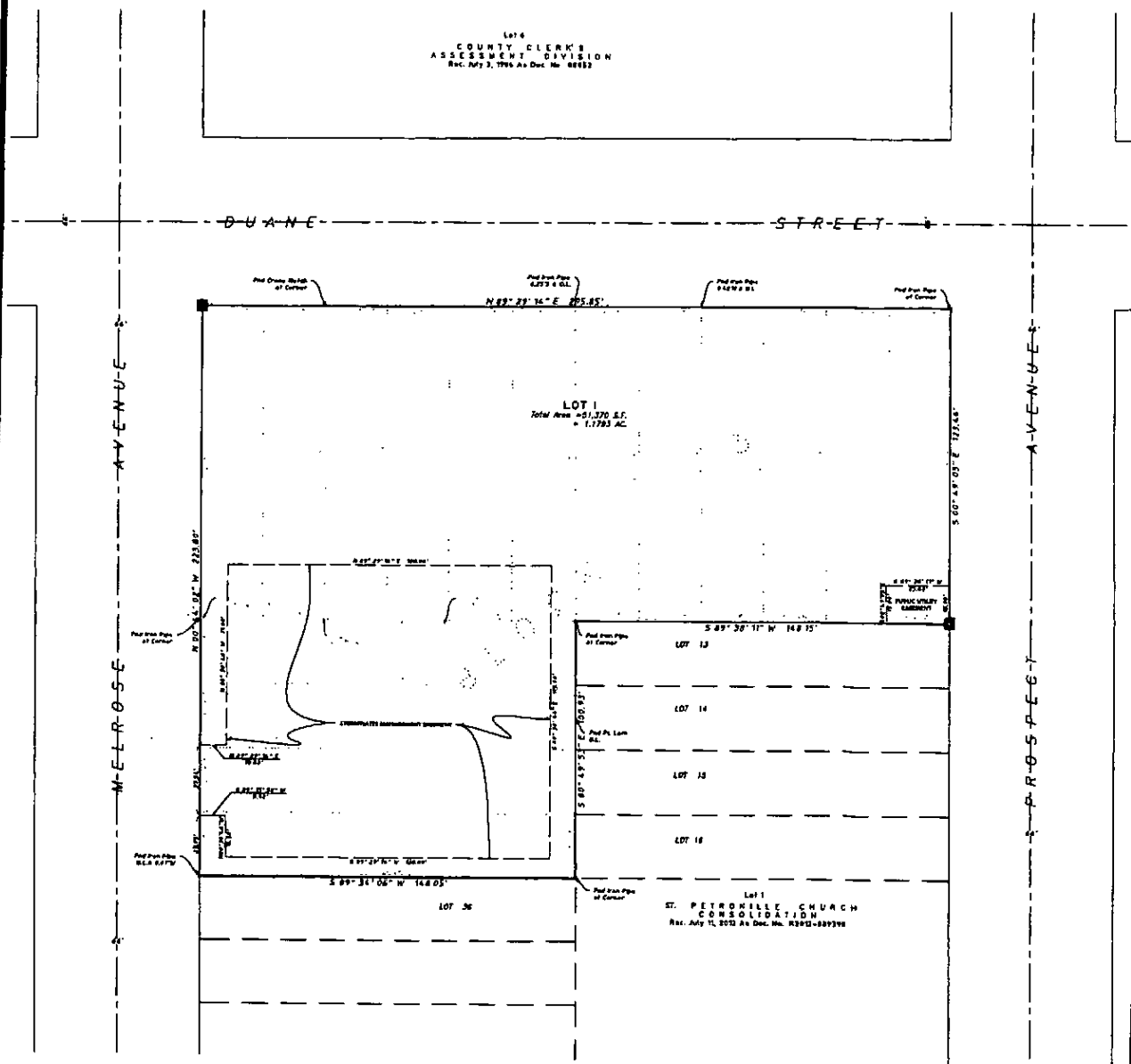
Exhibit "C-6"

PLAYED

HAASER ENGINEERING LLC
CONSULTING ENGINEERING AND LAND SURVEYORS
100 EAST STATE PARKWAY
BOHANNON, N. D. 58203

BEING A SUBDIVISION OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, AND 21 IN BLOCK 3 IN GLENWOOD, BEING C. A. PHILLIPS SUBDIVISION OF PART OF SECTION 10 AND PART OF SECTION 11, TOWNSHIP 30 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 22, 1973 AS DOCUMENT NUMBER 19823, IN DUFAYE COUNTY, ILLINOIS.

SCALE: 1" = 20'



Summary Table

2. The birds of breeding shown herein are listed on SHAD 830812) Shale East Zone 1201 State Plane Coordinates as referenced from Kala Company's RTK network.

LOT 1

LEGEND

University Publishers Ltd. 1984.

Many Publications / at 50c

New Swedish Let No.
 Edmund Morgan 2nd

Concrete Monument: 200
Stonework: 1000

Property Owner
 Richard J. & Mary Ann ...

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POST-TEST 2000

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EXPERIMENTAL AND DISCUSSION

VILLAGE OF GLEN ELLEN
1206 DUNDEE STREET
GLEN ELLEN, ILL. 60137

HAEGER ENGINEERING
 consulting engineers • land resources

100 New Sun Parkway, Schenectady, NY 12307
Tel: 518.384.4444 Fax: 518.384.4444
Black Professional Design Res. Group Inc. 100
www.bpdg.com

EXHIBIT D

Public Improvements

AVERE on Duane

6/27/2019

Public Improvements

Demolition & Debris Removal	29,000	
Watermain & Storm Sewer Improvements	27,000	
Paving (Public walkways, paving, curb/gutter)	38,000	
Removal of Power Poles & OHW, Bury Lines	160,000	
Light Poles in ROW	36,000	
Parkway Trees & Tree Replacement Fees	50,000	
Total	340,000	



Village of Glen Ellyn

Ordinance No. _____

**An Ordinance Granting Approval of a
Special Use Permit for a Preliminary and Final Planned Unit
Development, a Special Use Permit, a Zoning Map Amendment, a
Sign Variation, and the Exterior Appearance of a
Multi-Family Residential Development
to be Known as Avere on Duane and
to be Located at
427-443 Duane Street and 425-431 Melrose Avenue
Glen Ellyn, IL 60137**

**Adopted by the
President and the Board of Trustees
Of the Village of Glen Ellyn
DuPage County, Illinois
This _____ Day of _____, 20__.**

Published in pamphlet form by the authority
of the President and Board of Trustees of the
Village of Glen Ellyn, DuPage County, Illinois,
this _____ day of _____, 20__.

**PREPARED BY AND MAIL TO:
VILLAGE OF GLEN ELLYN
ATTN: VILLAGE CLERK
535 DUANE STREET
GLEN ELLYN, IL 60137**

Ordinance No. _____

**An Ordinance Granting Approval of a
Special Use Permit for a Preliminary and Final Planned Unit
Development, a Special Use Permit, a Zoning Map Amendment, a
Sign Variation, and the Exterior Appearance of a
Multi-Family Residential Development
to be Known as Avere on Duane and
to be Located at
427-443 Duane Street and 425-431 Melrose Avenue
Glen Ellyn, IL 60137**

Whereas, Warren James and Matt Nix of Reva Development Acquisitions, LLC, are the contract purchasers of the six properties commonly known as 427-443 Duane Street and 425 and 431 Melrose Avenue; and

Whereas, Reva Development Acquisitions, LLC, has petitioned the President and Board of Trustees of the Village of Glen Ellyn for approval of the following:

A. A Special Use Permit for a Preliminary & Final Planned Unit Development in accordance with Section 10-10-15 of the Glen Ellyn Zoning Code and the following deviations to the Glen Ellyn Zoning Code:

1. Section 10-4-17-2(E) to allow the construction of a building that will be 68.65 feet in lieu of the permitted height of 60 feet; and
2. Section 10-4-17-2(E) to allow the portion of the building over 45 feet to be stepped back 0 feet from the front façade(s) in lieu of the minimum step back of 15 feet; and
3. Section 10-4-17-2(G) to allow 82 parking spaces to be provided for the development in lieu of 92 spaces required; and
4. Section 10-4-17-2(D)3(a) to allow a front yard setback along Melrose Avenue to be 17.81 feet in lieu of the required 25 feet; and
5. Section 10-4-17-2(D)3(a) to allow a front yard setback along Prospect Avenue to be 8 feet in lieu of the required 25 feet; and
6. Section 10-4-17-2(D)3(b) to allow a corner side yard setback along Duane Street of 10 feet in lieu of the required 25 feet; and

7. Section 10-5-8(I) to allow 3 parking spaces in the garage to be 8 feet 6 inches wide in lieu of the 9 feet width required; and
 8. Section 10-5-5(C)1 to allow an impervious surface setback along a portion of the southern property line to be 0 feet in lieu of the required 6.17 feet to allow for the construction of a private sidewalk and retaining wall at the property line; and
 9. Any other deviations necessary to construct the development as depicted on the plans presented and available for public review.
- B. A Special Use Permit in accordance with Section 10-10-14 of the Zoning Code to allow multi-family dwelling units in the C5B Central Business District.
 - C. A Zoning Map Amendment in accordance with Section 10-10-13 of the Zoning Code to rezone two of the parcels on the property at 425 Melrose Avenue from R4 to C5B Central Business District, and to rezone one of the parcels on the property at 425 Melrose Avenue from R2 to C5B Central Business District zoning district.
 - D. A Sign Variation from Section 4-5-11(D) of the Sign Code to allow two (2) residential development signs in lieu of the one (1) sign permitted.
 - E. Exterior Appearance approval in accordance with the Glen Ellyn Appearance Review Guidelines, Ordinance No. 5508.
- all to allow the construction of a multi-family residential development with 48 luxury apartment units, an underground parking garage and a surface parking lot; and

Whereas, the subject property is located at 427-443 Duane Street and 425 and 431 Melrose Avenue, on the south side of Duane Street between Melrose Avenue and Prospect Avenue in the C5B Central Business District, the R4 Residential District and the R2 Residential District and legally described as follows:

443 DUANE STREET

LOTS 9, 10, 11 AND 12 IN BLOCK 3 IN GLENWOOD, BEING C.A. PHILLIPS SUBDIVISION OF PART OF SECTION 10 AND PART OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 22, 1873 AS DOCUMENT 16688, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-11-325-005; and

435 DUANE STREET

LOTS 7 AND 8 IN BLOCK 3 IN GLENWOOD, BEING C.A. PHILLIPS SUBDIVISION OF PART OF SECTION 10 AND PART OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 22, 1873 AS DOCUMENT NUMBER 16688, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-11-325-004; and

431-433 DUANE STREET

LOT 5 AND 6 IN BLOCK 3 IN GLENWOOD, BEING C.A. PHILLIPS SUBDIVISION OF PART OF SECTION 10 AND PART OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 22, 1873 AS DOCUMENT NUMBER 16688, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-11-325-003; and

427-429 DUANE STREET

LOT 3 AND 4 IN BLOCK 3 IN GLENWOOD, BEING C.A. PHILLIPS SUBDIVISION OF PART OF SECTION 10 AND PART OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 22, 1873 AS DOCUMENT NUMBER 16688, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-11-325-002; and

431 MELROSE AVENUE

LOTS 1 AND 2 IN BLOCK 3 IN GLENWOOD, BEING C.A. PHILLIPS SUBDIVISION OF PART OF SECTION 10 AND PART OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 22, 1873 AS DOCUMENT NUMBER 16688, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-11-325-001; and

425 MELROSE AVENUE

LOTS 37, 38, 39, 40 IN BLOCK 3 IN GLENWOOD, BEING C.A. PHILLIPS SUBDIVISION OF PART OF SECTION 10 AND PART OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 22, 1873 AS DOCUMENT NUMBER 16688, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.s: 05-11-325-006, 05-11-325-022, & 05-11-325-023

Whereas, following due and proper publication of notice in The Daily Herald not less than fifteen (15) nor more than thirty (30) days prior thereto, and following written notice to all property

owners within 250 feet, and following the placement of a placard on the subject property not less than fifteen (15) days prior thereto, the Plan Commission of the Village of Glen Ellyn conducted a public hearing on June 20, 2019 at which hearing the petitioners presented evidence and testimony in support of the request for approval of a Special Use Permit for Preliminary and Final Planned Unit Development with zoning deviations, a Special Use to allowing dwelling units in the C5B Central Business District, a Zoning Map Amendment to rezone two (2) of the parcels on the property at 425 Melrose Avenue from R4 to C5B Central Business District zoning district and to rezone one (1) of the parcels on the property at 425 Melrose Avenue from R2 to C5B Central Business District zoning district, and a Sign Variation to allow two (2) residential identification signs, at which hearing, twelve (12) people spoke against the development and raised concerns about the height of the building, traffic generated from the development, the mass of the building; and at which hearing, four (4) people spoke in favor of the development and raised concerns about aging in place and a need for this type of housing in the Village; and at which hearing three (3) people spoke neither for or against the development but had general comments; and

Whereas, after having considered the evidence presented, including the exhibits and materials submitted, the Plan Commission made its findings and recommendations and by a vote of seven (7) “yes” and zero (0) “no”, the Plan Commission recommended unanimous approval of the requests with conditions as set forth in the June 20, 2019 minutes of the Plan Commission, a copy of which is attached hereto as Exhibit “A”; and

Whereas, the Village President and Board of Trustees have reviewed the evidence, exhibits, and materials presented at the public hearing of the Plan Commission and have considered the findings and recommendations of the Plan Commission; and

Whereas, staff has performed the review of the application for Exterior Appearance and has determined the proposed Exterior Appearance is in substantial conformance with the Village's Appearance Review Guidelines and recommends approval of the proposed Exterior Appearance; and

Whereas, the President and Board of Trustees have determined that granting a Special Use Permit for a Preliminary and Final Planned Unit Development, a Special Use permit to allow dwelling units in the C5B Zoning District, a Zoning Map Amendment to rezone three (3) parcels on one (1) property within the development site, and a sign variation to allow two (2) residential identification signs is consistent with the goals of the Glen Ellyn Zoning Code and the Glen Ellyn Sign Code and that approving the Exterior Appearance of the proposed development is consistent with the recommendations of the Appearance Review Guidelines and in the best interests of the Village of Glen Ellyn.

Now, therefore, be it ordained by the President and Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois, in the exercise of its home rule powers, as follows:

Section One: The Plan Commission meeting minutes, dated June 20, 2019 Exhibit "A" attached hereto, and the findings and recommendations set forth therein and in the preambles above are hereby adopted as the findings of the Village President and Board of Trustees based upon their review of the evidence, exhibits, and materials presented at the public hearing of the Plan Commission.

Section Two: Based upon the findings and recommendations of the Plan Commission for the Special Use for a Preliminary and Final Planned Unit Development with deviations from the Zoning Code, a Special Use Permit to allow dwelling units in the C5B Central Business District, a Zoning Map Amendment to rezone three (3) parcels on one (1) property within the development, and a Sign Variation to allow two (2) residential development signs, and based upon the staff recommendation for the Exterior Appearance approval, as adopted herein, and the findings and conclusions set forth in the preambles above, the Village President and Board of Trustees hereby grant approval of the Special Use

for a Preliminary and Final Planned Unit Development with deviations from the Zoning Code, a Special Use Permit to allow dwelling units in the C5B Central Business District, a Zoning Map Amendment to rezone three (3) parcels on one (1) property within the development, a Sign Variation to allow two (2) residential development signs and the Exterior Appearance to allow the construction of a four-story multi-family development to be called Avere on Duane, including 48 apartment units, underground parking and a surface parking lot on the properties commonly known as 427-443 Duane Street and 425 and 431 Melrose Avenue.

Section Three: This grant of approval of the Special Use for Preliminary and Final Planned Unit Development with deviations from the Zoning Code, a Special Use Permit to allow dwelling units in the C5B Central Business District, a Zoning Map Amendment to rezone three (3) parcels on one (1) property within the development, a Sign Variation to allow two (2) residential development signs and the Exterior Appearance is subject to the following conditions:

A. Construction of the subject development shall be in substantial conformance with the testimony presented at the June 20, 2019 public hearing before the Plan Commission, including the following plans and documents referenced below, all of which are incorporated into this Ordinance as though they were attached hereto:

1. Petitioner's Application Packet, including the following materials:
 - a. Narrative Statement/Cover Letter dated June 12, 2019
 - b. Proof of Ownership
 - c. Disclosures of Interest forms & Affidavits of Authorization forms
 - d. Preliminary PUD Application dated May 2, 2019
 - e. Final PUD Application dated May 2, 2019
 - f. Special Use Permit Application dated May 2, 2019
 - g. Zoning Map Amendment Application dated May 2, 2019
 - h. Sign Variation Application dated June 11, 2019

- i. Exterior Appearance Application dated January 22, 2019
- j. Reimbursement of Fees Agreement dated May 2, 2019
- k. List of Deviations and Clarifications dated June 12, 2019
- l. Alta Survey prepared by Haeger Engineering, dated December 14, 2018
- m. Plat of Consolidation prepared by Haeger Engineering, dated April 26, 2019
- n. Letter of Authorization for recordation of the Plat, dated May 3, 2019
- o. Surrounding Conditions Plan prepared by Haeger Engineering, dated January 18, 2019
- p. Final Engineering Plans, all prepared by Haeger Engineering and dated March 22, 2019 including:
 - 1. Existing Conditions Site Plan
 - 2. Demolition Plan, Exhibit "B"
 - 3. PUD Site Plan, Exhibit "C"
 - 4. Grading Plan, Exhibit "D"
 - 5. Cross Sections
 - 6. Utility Plan, Exhibit "E"
 - 7. Stormwater Pollution Prevention Plan
 - 8. Project Detail Plans
 - 9. Fire Truck Access
 - 10. Site Distance Analysis
- q. Landscape Construction Package prepared by The Lakota Group and dated June 11, 2019
 - 1. Tree Survey - ROW, Sheet L1.0
 - 2. Hardscape Plan, Sheet L2.0, Exhibit "F"
 - 3. Hardscape Plan (including Sign Plan), Sheet L2.1, Exhibit "G"
 - 4. Landscape Plan, Sheet L3.0, Exhibit "H"
 - 5. Photometric Plan (1 of 2), Sheet L4, Exhibit "I"
 - 6. Photometric Plan (2 of 2), Sheet L4.1
 - 7. Planting Schedule and Notes, Sheet L5.0, Exhibit "J"
 - 8. Site Details (retaining walls, handrail), Sheet L6.0

9. Site Details (Stairs, Wood Fence, Paver), Sheet L6.1
10. Site Details (Ornamental Fence, Railing), Sheet L6.2
11. Site Details (Pergola), Sheet L6.3, Exhibit "K"
12. Lighting Details, Sheet L6.4 – Sheet L6.6, Group Exhibit "L"
13. Planting Details, Sheet L6.7
14. Site Plan Rendering, Sheet L7.0
15. Aerial Perspectives, Sheet L7.1
- r. Floor Plans, all prepared by BSB Designs and dated November 28, 2018
 1. Building Plan – Level 0 – Parking Garage, Sheet A1.00, Exhibit "M"
 2. Building Plan – Level 1 – Apartments, Sheet A1.01
 3. Building Plan – Level 2 – Apartments, Sheet A1.02
 4. Building Plan – Level 3 – Apartments, Sheet A1.03
 5. Building Plan – Level 4 – Apartments, Sheet A1.04
- s. Roof Plan, prepared by BSB Designs, dated November 28, 2018, Sheet A1.05
- t. Example Unit Plan – 1 Bedroom, prepared by BSB Designs, dated November 28, 2018, Sheet A5.02A
- u. Example Unit Plan – 2 Bedroom, prepared by BSB Designs, dated November 28, 2018, Sheet A5.03A
- v. Building Elevations, prepared by BSB Designs, dated June 11, 2019, Group Exhibit "N"
- w. Elevation Finish Schedule, prepared by BSB Designs, dated November 28, 2018, Sheet A2.01 – Sheet A2.02, Group Exhibit "O"
- x. Renderings, prepared by The Lakota Group
- y. 3-D Perspectives, Building Roof Form, prepared by BSB Design
- z. 3-D Perspectives, Roof Conditions, prepared by BSB Design
- aa. Market Study, prepared by Tracy Cross & Associates, Inc., dated September 2018
- bb. Traffic Impact Study, prepared by KLOA, Inc., dated March 25, 2019
- cc. Residential Parking Ratio Exhibit, prepared by KLOA
- dd. IDNR Eco Cat, dated December 5, 2017
- ee. Land Use Opinion Application, dated January 21, 2019

- ff. Construction Schedule
- gg. Chart of Developer Donations
- hh. Building Height Study, prepared by BSB Design, dated March 22, 2019
- ii. Exterior Appearance Review Addendum, dated May 24, 2019
- jj. Drainage Analysis, prepared by Haeger Engineering, dated August 16, 2018
- kk. Final Geotechnical Report, prepared by Testing Service Corporation, dated April 24, 2019

and these plans and documents shall be filed with and made part of the permanent records of the Glen Ellyn Community Development Department.

- B. Prior to issuance of a building permit, the petitioners shall pay the Village \$144,347.84 to be dispersed to Village taxing bodies in the following amounts:
 - 1. Glen Ellyn Park District - \$49,529.60
 - 2. School District 41 - \$28,696.00
 - 3. School District 87 - \$10,030.40
 - 4. Fire Company - \$24,000.00
 - 5. Glen Ellyn Library - \$32,091.84
- C. That prior to the issuance of a building permit, a construction management plan must be prepared, reviewed at a pre-construction meeting and approved by the Police, Fire, Public Works and Community Development Departments.
- D. That prior to the issuance of a building permit, the Utility Plan shall be revised to show the roof drains on the northwest portion of the building (north of the parking garage entrance) be connected to the storm sewer at the intersection of Duane Street and Prospect Avenue.
- E. That it is the obligation of the owners of the development to install and maintain the retaining walls on the site in perpetuity.
- F. That it is the obligation of the property owners to install and maintain the loading area on the east side of the Melrose Avenue right-of-way in perpetuity.
- G. That it is the obligation of the owner of the development to install, maintain and replace all landscape materials in accordance with the approved landscape plan.
- H. The subject development shall be constructed, operated, and maintained in compliance with the Redevelopment Agreement between the Village of Glen Ellyn and Reva Development

Acquisitions, LLC a form of which is attached hereto as Exhibit "P" and which is subject to the final review and approval of the Village Attorney.

- I. That all requirements outlined in the Redevelopment Agreement shall be satisfied prior to the issuance of a building permit.
- J. That the owner of the development replace any damaged or deteriorating portions of the EIFS within 60 days' notice from the Village.

Section Four: The Village Board may, for good cause shown, waive or modify any conditions set forth in this Ordinance without requiring that the matter return for public hearing.

Section Five: This Ordinance shall be in full force and effect from and after the passage, approval, and publication in pamphlet form.

Section Six: Failure of the owners or other party in interest or a subsequent owner or other party in interest to comply with the terms of this Ordinance, after execution of such Ordinance, shall subject the owners or party in interest to the penalties set forth in Section 10-10-18(A) and (B) of the Village of Glen Ellyn Zoning Code.

Section Seven: The Village Clerk is hereby authorized to record this Ordinance with the DuPage County Recorder.

Section Eight: The privileges, obligations, and provisions of each and every section of this Ordinance shall be binding on Reva Development Acquisitions LLC, on any and all of their successors and assigns, and on any and all of the respective successor legal or beneficial owners of all or any portion of the property commonly known as 427-443 Duane Street and 425 and 431 Melrose Avenue, Glen Ellyn, Illinois.

Section Nine: The foregoing recitals are incorporated as though fully set forth in this Section Nine.

Passed by the President and Board of Trustees of the Village of Glen Ellyn, Illinois this _____ day of _____.

Ayes		Diane McGinley	Steve Thompson	Mark Senak
		Craig Pryde	Bill Enright	Gary Fasules
		Kelli Christensen		
Nayes		Diane McGinley	Steve Thompson	Mark Senak
		Craig Pryde	Bill Enright	Gary Fasules
		Kelli Christensen		
Absent		Diane McGinley	Steve Thompson	Mark Senak
		Craig Pryde	Bill Enright	Gary Fasules
		Kelli Christensen		

Approved by the Village President of the Village of Glen Ellyn, Illinois this _____ day of _____.

Village President

Attest:

Village Clerk

AFFIX VILLAGE SEAL

(Published in pamphlet form and posted on the _____ day of _____, 20____.)

Exhibit "F"

Construction Schedule

Avere on Duane						
ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
1		AVERE ON DUANE				
2		Construction Schedule				
3		6.10.19				
4		Site Development				
5		Permitting Process	321 days	Fri 7/5/19	Fri 9/25/20	
18		Demolition & Construction Staging	36 days	Fri 7/5/19	Fri 8/23/19	
19		Site tree clearing and bldg prep for demo	36 days	Mon 8/19/19	Mon 10/7/19	
20		Demolition	4 days	Mon 8/19/19	Thu 8/22/19	
21		Grade for geopiers	10 days	Fri 8/23/19	Thu 9/5/19	19
22		Geo-Pier soil stabilization	2 days	Fri 9/6/19	Mon 9/9/19	20
23		Underground Utilities - San, Water & Storm	10 days	Tue 9/10/19	Mon 9/23/19	21
24		Dry Utility Sleeving	6 days	Tue 9/24/19	Tue 10/1/19	22
25		Cement Stabilization	2 days	Wed 10/2/19	Thu 10/3/19	23
26		Parking Lot/Driveway Staging area for construction	2 days	Fri 10/4/19	Mon 10/7/19	24,23
27		Parking lot improvements	2 days	Tue 9/24/19	Wed 9/25/19	22
28		Subgrade for walks,curbs, lot	33 days	Wed 8/12/20	Fri 9/25/20	
29		Street lighting	2 days	Wed 8/12/20	Thu 8/13/20	46
30		Concrete Curbs and Sidewalks	3 days	Fri 8/14/20	Tue 8/18/20	28
31		Subgrade prep/stone/permeable paver lot	10 days	Mon 8/17/20	Fri 8/28/20	29
32		Topsoil respread/landscape/fencing	10 days	Mon 8/31/20	Fri 9/11/20	30
33		Vertical	10 days	Mon 9/14/20	Fri 9/25/20	31
34		Building Permit Submittal Process	354 days	Wed 7/24/19	Mon 1/11/21	
35		Podium Building	40 days	Wed 7/24/19	Tue 9/17/19	
36		Foundation Excavation	338 days	Thu 9/26/19	Mon 1/11/21	
37		Footings, Foundations, Walls and Stone	5 days	Thu 9/26/19	Wed 10/2/19	26
38		Foundation Precast	25 days	Thu 10/3/19	Wed 11/6/19	36
39		Mechanicals	15 days	Thu 11/7/19	Wed 11/27/19	37
40		Concrete Slab	12 days	Thu 11/28/19	Fri 12/13/19	38
41		Masonry (Elevator, stairwell, mechanical)	4 days	Mon 12/16/19	Thu 12/19/19	39
42		Concrete Topping	10 days	Fri 12/20/19	Thu 1/2/20	40
43		Framing	4 days	Fri 1/3/20	Wed 1/8/20	41
44		Mechanicals	16 wks	Thu 1/9/20	Wed 4/29/20	42
45		Insulation	55 days	Thu 3/26/20	Wed 6/10/20	43FS-25 days
46		Drywall / HVAC	30 days	Thu 4/30/20	Wed 6/10/20	44FS-30 days
47		Interior Trim	70 days	Thu 5/14/20	Wed 8/19/20	45FS-20 days
48		Punch Work Village Acceptance	70 days	Thu 6/25/20	Wed 9/30/20	46FS-40 days
49		Completion Window	70 days	Tue 8/4/20	Mon 11/9/20	47FS-42 days
50		Project Substantial Completion	45 days	Tue 11/10/20	Mon 1/11/21	48
51			1 day	Tue 1/12/21	Tue 1/12/21	49
52		Note: Schedule subject to change based on final village approvals, closing date, permit issuance, and weather delays beyond contractor's control				



Village of Glen Ellyn
Community Development Department
535 Duane Street
Glen Ellyn, IL 60137
Phone: 630-547-5250
Fax: 630-547-5370
www.glenellyn.org

Avere on Duane

437 Duane Street
Glen Ellyn, IL

Construction Site Rules of Conduct

Project:

New 5-story residential building with 48 parking stalls at the first floor level and 48 total dwelling units on floors 2 through 5 to be constructed at the property commonly known as 437 Duane Street, Glen Ellyn, Illinois.

Purpose:

The purpose of this guide is to provide the developer and contractor (the "Parties") with information regulating construction personnel activities on site for the duration of the work to construct the project as described above. By signing this document, the Parties acknowledge they have read and will adhere to the requirements set forth herein and will enforce them on their subcontractors and other third-party entities on the site.

This document shall serve as the one and only notice that the Village will issue a citation(s) and/or a Stop Work Order for violation of any condition listed herein or violation of any provisions of the Village's codes regulating construction during the course of the work. In the event that a citation(s) is issued, attendance at an Administrative Hearing is mandatory. If the citation is issued to a corporation, the corporation must be represented by an attorney. The Hearing may result in the assessment of a fine for each violation. Each day that a violation exists is considered a separate offense.

For purpose of this document, the properties collectively and commonly known as 437 Duane Street shall be herein referred to as the "construction site".

General Requirements:

1. Permitted Work Hours are from 7:00 A.M. until 7:00 P.M. Monday thru Saturday and 8:00 A.M. until 5:00 P.M. on Sunday. No construction activities shall occur on or loud noises emanate from the site outside of the permitted work hours.
2. The building permit placard shall be kept on the construction site until completion of the project and shall be displayed in a prominent location visible from the public way.
3. A copy of the approved construction drawings, approved addenda and inspection reports must be maintained on site at all times and be made available to Village inspectors upon request.
4. The contractor shall maintain the public walks and streets, and adjoining properties, free from construction gravel, dirt and debris on a daily basis. Adjacent streets and sidewalks shall be swept clean on a daily basis. No litter shall be placed or allowed to collect in the public rights-of-way at any time.
5. Silt fencing and other erosion control measures shall be inspected and maintained according to the approved Site Management Plan, Erosion and Sediment Control Plan and Stormwater Pollution Prevention Plan; only clear water may be discharged into the street; muddy water must be filtered; storm sewer inlets shall be protected with filtration devices.

6. Tree protection fencing shall be checked daily and maintained according to the approved Tree Preservation Plan; unsecured fabric or unstable posts shall be immediately repaired; a copy of the approved Tree Preservation Plan shall be displayed and maintained at the coordination site in a prominent location visible from the public way and within 5 feet of the property line.
7. All construction deliveries shall occur during permitted work hours.
8. A stabilized construction entrance shall be maintained at primary points of ingress/egress from the public right-of-way and points of emergency access to prevent "tracking" of dirt and debris onto the public right-of-way at each of the sites.
9. Dust from the sites must be controlled through the use of water, tackifiers, or other appropriate means.
10. Stockpiled equipment and material shall be kept away from neighboring properties, ideally outside of the side yard setback where applicable; stockpiled material shall not be placed in a manner that affects the natural surface water runoff patterns in a detrimental way to properties upstream or downstream of the site; any stockpile of earth to remain in place for more than three days shall be protected with silt fence, coir logs, or other perimeter erosion control barrier; stockpiles in place for more than 14 days must be stabilized or covered.
11. No construction material or equipment shall be stored off site without the written approval of the owner of the affected property and the Village.
12. All gates within the temporary construction fences and barriers shall be gated and locked at all times that contractors are not on site. Keys to operate the locks shall be maintained in the Knox box for emergency access to the site. The Knox box shall be maintained in a location approved by the Village.
13. Pedestrian protection measures such as fencing, barricades, walkways, covered walkways and the temporary construction fences shall be maintained in accordance with the Site Management Plan and all applicable codes and ordinances and kept in good order for the entire length of time pedestrians may be endangered. Unintended openings in, damage to, or collapse of pedestrian protection measures or temporary construction fences shall be immediately repaired.
14. Temporary lighting at covered walkways and flashing lights at walkways and traffic control devices shall be checked on a daily basis. Non-operational fixtures shall be immediately repaired.
15. Walkways shall generally remain open to pedestrian traffic. The contractor shall provide all pedestrian traffic control devices in locations approved by the Village. Temporary sidewalk closures may occur from time to time; however, all closures must be coordinated a minimum of 48 hours in advance with the Village.
 - a. Community Development: Steve Witt, via switt@glenellyn.org
Brian Beck, via bbeck@glenellyn.org
 - b. Fire Company: Fire Administrator, via chief@glenellynfire.org
 - c. Police: Norm Webber, via 630-547-5403
Records Clerk, via 630-469-1187 for emergency closings with less than 48-hour notice
 - d. Public Works: Rich Daubert, via rdaubert@glenellyn.org
Dave Buckley, via dbuckley@glenellyn.org
16. Contractor shall coordinate all partial and full street closures a minimum of 48 hours in advance with Dave Buckley, Assistant Director of Public Works (630-547-5513) dbuckley@glenellyn.org or Jennifer Brown, Streets/Forestry Superintendent (630-547-5533) jenniferb@glenellyn.org.
17. All water from a public hydrant to be used for construction purposes must be metered. Contact John Hubsy, Utilities Superintendent in the Public Works Department (630-547-5516) to obtain a hydrant meter; all charges for construction water shall be paid monthly.

18. All water main shutdowns shall be coordinated with the Village's Public Works Department by contacting John Hubsky, Utilities Superintendent at 630-547-5516 or Bill Miller, Utilities Inspector at 630-742-3286. Only Village personnel shall operate existing Village owned and maintained fire hydrants and water main valves.
19. All hoses connected to a public hydrant for demolition or construction water shall be blocked on each side for the full width of the sidewalk to prevent a pedestrian tripping hazard. Hoses may not be extended across streets or other vehicular access ways.
20. All temporary project signs shall be maintained secured to a barrier or fence in the location(s) indicated on the Site Management Plan. No other signage shall be permitted on either of the construction sites.
21. Temporary toileting and hand cleansing facilities shall be provided in accordance with the Illinois Construction Site Temporary Restroom Facility Act. Temporary restroom facilities shall be located at least ten (10) feet from the front and corner side property lines and at a minimum distance equal to 10% of lot width from all side and rear property lines; the door to all toileting units should face the building; toileting units shall be serviced regularly to prevent odors from emanating from the site.
22. A 20-ABC fire extinguisher shall be provided and maintained in the following locations and as directed by the Fire Company:
 - a. Inside, and mounted to the outside of the temporary construction trailer
 - b. At each construction exit from the building under construction
 - c. Immediately outside each stairwell of the building under construction on all floor levels where combustible materials have accumulated or have been incorporated into the work
 - d. In every storage and construction shed
 - e. In areas where flammable or combustible liquids are being used or stored
23. Weeds and grass on the sites, including on adjacent parkways and within tree protection fencing, must be controlled by regular cutting; maximum allowable height is eight (8) inches.
24. Remove or contain scattered construction debris on a daily basis; refuse dumpsters shall not be maintained in an overflowing condition; dumpsters shall not be located within ten (10) feet of any building or structure.
25. Maintain emergency vehicle access on and around the site at all times.
26. All contractors shall park only where indicated on the Site Management Plan.
27. Vehicles staging in the public right-of-way shall not occupy vehicular traffic lanes without approval of appropriate traffic control and protection plans by the Village's Public Works Department. Driveways shall not be blocked without notification of the affected properties. All vehicles staged in the public right-of-way shall be attended at all times to ensure they can be relocated in a timely manner if necessary.
28. Construction equipment or vehicles shall not stand idling for more than ten (10) minutes. All idling vehicles shall be attended at all times to ensure they can be relocated in a timely manner if necessary.

Acknowledgement:

By signing below, I attest that I have proper legal authority to represent the owner/developer/contractor in matters related to construction of the project as described herein above. I have read the Construction Site Rules of Conduct contained in this document and agree to abide by them. I understand that a citation(s) may be issued without further notice from the Village for any violation of these rules that is verified by the Village.

Printed Name
(on behalf of the Owner)

Printed Name
(on behalf of the Developer)

Printed Name
(on behalf of the Contractor)

Signature
(on behalf of the Owner)

Signature
(on behalf of the Developer)

Signature
(on behalf of the Contractor)

Cell Phone

Cell Phone

Cell Phone

Date

Date

Date

Exhibit "H"

Debt/Equity Schedule

AVERE on Duane

6/27/2019

BUDGET SUMMARY- SOURCES:			
	Total	Unit	% Cost
AVERE on Duane, LLC Equity	5,672,439	\$118,176	29.5%
Capital Expense Grant	200,000	\$4,167	1.0%
Construction Loan	13,377,000	\$278,688	69.5%
Total Sources	19,249,439	\$401,030	100.0%

Exhibit "I"

TIF Eligible Costs

AVERE on Duane

6/27/2019

Costs	Total	Unit	% Cost
Land	2,710,000	\$56,458	63.7%
Land Development*	1,547,347	\$32,236	36.3%
Total	4,257,347	\$88,695	100.0%

*Excludes Public Improvements to be reimbursed through Capital Expense Grant

Exhibit "J"

CERTIFICATE OF REIMBURSABLE PROJECT COSTS¹

The undersigned _____, being first duly sworn, on oath states as follows:

1. I am _____ [title] of AVERE ON DUANE, LLC ("Developer") and I am authorized by the Developer to make the following representations on behalf of the Developer to the Village of Glen Ellyn (the "Village") for the purpose of inducing the Village to make certain payments to Developer, as hereafter set forth.

2. I hereby certify that the costs set forth on Schedule A hereto have been incurred by Developer in connection with Developer's performance of its obligations under the Redevelopment Agreement Between the Village and the Developer concerning 427-443 Duane Street and 425-435 Melrose Avenue, Glen Ellyn, Illinois, commonly known as Avere on Duane, dated _____, 20__ (the "RDA"), and that such costs are eligible for payment from the Village's Special Tax Allocation Fund in connection with the redevelopment project described in the RDA.

3. I hereby certify that: i) the Developer has reviewed all costs for which payment is sought; ii) the Developer has reviewed the Illinois Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1, *et seq.*) (the "Act") and understands what costs are eligible for

¹ This form may be revised by the Village at its sole discretion. The Village may request additional information from the Developer for the purpose of evaluating the completeness, accuracy, and eligibility of any reimbursement request.

reimbursement; iii) the Developer has determined, with the assistance of its counsel, that all costs for which payment is sought are eligible for reimbursement under the Act and the RDA.

4. I hereby certify the Developer has neither previously requested nor received payment from the Village for any of the costs Developer now seeks reimbursement for.

5. I hereby certify that all representations made by the Developer within the RDA are accurate and correct, and hereby restate all of the same as of the date of this Certificate of Reimbursable Project Cost.

6. I hereby certify that the Developer is in full compliance with the RDA, including, without limitation, the Construction Schedule attached as Exhibit J to the RDA.

7. I hereby certify that the information provided in and accompanying this Certificate is complete and accurate.

Dated _____, 20__

AVERE ON DUANE, LLC, an Illinois limited liability company

By: _____

Its: _____

Subscribed and sworn to before me

this _____ day of _____, 20__

Notary Public

Schedule A

- Itemized expenditures
 - Identification of relationship of each expenditure to development project
 - Evidence of payment
 - Lien waivers
-
- Amount of this payment request
 - Total payments received to date

4850-5746-1323, v. 1

Exhibit "K"

Budget

AVERE on Duane

6/27/2019

BUDGET SUMMARY- USES:			
	Total	Unit	% Cost
Land Value	2,710,000	56,458	14.1%
Tap & Impact Fees	448,524	9,344	2.3%
Land Development	1,547,347	32,236	8.0%
Hard Costs	11,519,474	239,989	59.8%
Soft Costs	3,024,094	63,002	15.7%
Total Uses	19,249,439	401,030	100.0%

"BANK LETTERHEAD"

IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____ DATE: _____

BENEFICIARY

VILLAGE OF GLEN ELLYN

Attention: Planning and Development Director

535 Duane Street

Glen Ellyn, IL 60137

APPLICANT / DEVELOPER

AMOUNT OF CREDIT: \$ _____
EXPIRY DATE: (2 Years After Issuance)

Ladies and Gentlemen:

We hereby establish our Irrevocable Standby Letter of Credit No. _____ in the favor of the Village of Glen Ellyn, Illinois, an Illinois municipal corporation ("Village"), in the amount of (125% of the Developer's Engineer's Estimate of Construction Costs as approved by the Village Engineer).

This Irrevocable Standby Letter of Credit will be used to secure the construction of certain improvements ("Improvements"), including but not limited to (List improvements such as water distribution system, sanitary sewer system improvements, storm water collection system improvements, erosion control, roadway improvements, sidewalk improvements, street trees, and miscellaneous site improvements)

This Irrevocable Letter of Credit secures the payment by Developer of costs to construct the on and off-site improvements. If the Improvements have not been approved by the Village Engineer, and/or paid in full, then the Village is hereby granted authority to draw the then remaining balance of this Irrevocable Letter of Credit for the purpose of paying, or holding for payment the cost to complete the Improvements, the unpaid cost of completed portions of the improvements and/or to itself complete the Improvements.

This Irrevocable Letter of Credit shall remain in effect for the period of two (2) years from the date hereof, without regard to any default in payment of money owed to us by the Applicant / Developer and without regard to other claims which we may have against the Applicant/Developer.

We hereby engage with Beneficiary, Village of Glen Ellyn, that we shall honor all drafts drawn on (Name of Bank), at sight, under Irrevocable Standby Letter of Credit No. _____, signed by the Village Manager, or his designee, of the Village of Glen Ellyn, bearing the clause "Drawn under (Name of Bank) Irrevocable Letter of Credit No. _____ effective (Date)" accompanied by the following documents:

1. This original Irrevocable Letter of Credit and all amendment(s) thereto (if any).

2. A statement signed by the Village Manager, Village of Glen Ellyn, reading as follows: "(Name of Applicant) has failed to comply with any one or more of the following as such relates to the (Name of Project)":

1. Ordinance _____ approved by the Village of Glen Ellyn approving (Name of Project) and any terms, plans, or conditions referenced therein; and/or
2. Any other applicable Agreement entered into by and between the Village of Glen Ellyn and (Name of Applicant / Developer); and/or
3. The Village of Glen Ellyn Subdivision Regulations, Zoning Ordinance, Engineering Regulations, or any other Codes and Ordinances of the Village.
4. Without regard to specific ordinance requirements, the Improvements have not been satisfactorily completed or carried out in accordance with the schedule approved by the Village, or if no schedule is approved, or even if none is set out, in accordance with a pace necessary to provide needed improvements for the installation of the development undertaken to service completed structures or to serve occupants.
5. No new Letter of Credit or an amendment of the Letter of Credit, containing equivalent terms, has been submitted within sixty (60) days of any event which causes the expiration of this Letter of Credit.

The funds claimed under this Irrevocable Letter of Credit are for the payment of the cost of construction of improvements according to the engineering plans prepared by (Name of Engineering Firm) and dated (Date of Plans), together with any amendments thereto approved by the Village and/or reimbursement to the Village of expenses or other costs."

The amount of this Irrevocable Letter of Credit may be reduced from time to time upon receipt of the Beneficiary's request purportedly signed by the Village Manager or his designee, stating the reduction amount and listing the improvements installed and completed. Reductions are not to occur more than once a month.

Upon receipt of written notice from the Applicant's / Developer's Engineer that all of the Improvements have been completed, accompanied by a written certificate of the Village of Glen Ellyn, Illinois, stating that the Ordinances of the Village of Glen Ellyn and any Plans and Specifications and Agreements have been complied with, the balance then outstanding under this Irrevocable Letter of Credit shall be fully and completely reduced and released, provided, however, that ten percent (10%) of the face amount shall remain in effect for a period of one (1) year

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following said notice of completion to secure the Applicant's / Developer's guarantee of the Improvements, which ten percent (10%) amount may be drawn upon by the Village in the manner recited above. In the event Applicant / Developer, or Developer's contractors, deposit substitute security with the Village of Glen Ellyn to secure all or a portion of said one (1) year guarantee, and provided the Village accepts such substitute security, the remaining balance of this Irrevocable shall be reduced by the amount of such substitute security as designated by the Village. Any amount remaining hereunder at the end of said one (1) year guarantee period for which the Village of Glen Ellyn has not drawn upon in the manner recited above, shall be released and this Irrevocable Letter of Credit thereby terminated. In the event that portions of the public improvements are completed and accepted by the Village of Glen Ellyn at different times resulting in differing one (1) year guarantee periods, this Irrevocable Letter of Credit shall be reduced on a pro-rata basis in accordance with the improvements accepted pursuant to the terms herein provided.

It is a condition of this Irrevocable Letter of Credit that it shall be automatically extended, without amendment, for additional periods of one year from the present and each future expiration date, unless we notify you in writing via Certified Mail, Return Receipt Requested, at least sixty (60) days prior to any given expiry date that we have elected not to renew this Irrevocable Letter of Credit for such additional period of time. If we fail to notify you by Certified Mail, Return Receipt Requested, this Irrevocable Letter of Credit shall automatically be extended for an additional period of one year. We will honor such additional one-year extensions as may be requested by the Village, until the project is completed in accordance with the applicable Ordinances, Codes, and Approved Plans.

Except as otherwise expressly stated herein, this credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision) International Chamber of Commerce, Publication 500.

Very truly yours,

Authorized Signature & Name of Bank

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Exhibit "M"

TRANSFeree ASSUMPTION AGREEMENT

THIS AGREEMENT, made as of this ____ day of _____, 20__, by, between and among Avere on Duane, LLC, an Illinois limited liability company ("**Owner**"); _____, a _____ ("**Transferee**"); and the Village of Glen Ellyn, an Illinois municipal corporation ("**Village**"),

WITNESSETH:

WHEREAS, pursuant to that certain real estate sale contract dated _____, 20__, the Transferee agreed to purchase from the Owner certain real property situated in DuPage County, Illinois and legally described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof ("**Property**"); and

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

WHEREAS, as a condition to the conveyance of the Property by the Owner, the Owner and the Village require that the Transferee agree to comply with all the terms, requirements and obligations set forth in that certain Redevelopment Agreement, dated as of _____, 20__, and recorded in the Office of the DuPage County Recorder on _____, 20__, as Document No. _____, by and between the Village and Owner, as amended from time to time ("**Redevelopment Agreement**");

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

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

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

3. **Assurances of Financial Ability.** Contemporaneously with the Transferee's execution of this Agreement, the Transferee shall, upon the request of the Village, provide the Village with reasonable assurances of financial ability to meet the obligations assumed hereunder as the Village may require.

4. **Acknowledgement and Release of Transferor.** The Village hereby acknowledges its agreement to the Transferee's assumption of the obligation to comply with the terms, requirements and obligations of the Redevelopment Agreement, including all exhibits and attachments thereto, and the Village hereby releases the Owner from any and all liability for failure to comply with the terms, requirements and obligations of the Redevelopment Agreement.

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

ATTEST:

AVERE ON DUANE, LLC, an Illinois
limited liability company

By: _____
Its: _____

By: _____
Its: _____

ATTEST:

VILLAGE OF GLEN ELLYN, an Illinois
municipal corporation

By: _____
Its: _____

By: _____
Its: _____

ATTEST:

TRANSFeree
Name:
A:

By: _____
Its: _____

By: _____
Its: _____

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF DuPAGE)

 This instrument was acknowledged before me on _____,
20____, by _____, the President of the **VILLAGE OF GLEN ELLYN**, an
Illinois municipal corporation, and by _____, the Village Clerk of said
municipal corporation.

Signature of Notary

SEAL

My Commission expires:

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

 The foregoing instrument was acknowledged before me on
_____ 20____, by _____ the _____ and
_____ the _____ of **AVERE ON DUANE, LLC**, an Illinois limited
liability company, as their free and voluntary act in their capacities as officers of said company
for the uses and purposes herein.

Signature of Notary

SEAL

My Commission expires:

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

 The foregoing instrument was acknowledged before me on
_____ 20____, by _____ the _____ and
_____ the _____ of _____, a _____, as
their free and voluntary act in their capacities as officers of said company for the uses and
purposes herein.

Signature of Notary

SEAL

My Commission expires:

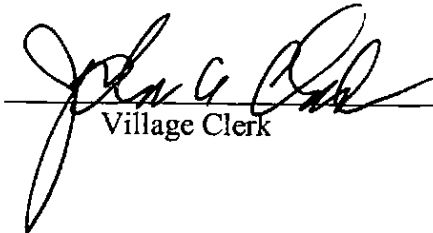
CERTIFICATION

I, John Chereskin, duly elected Village Clerk of the Village of Glen Ellyn, Illinois, do hereby certify that the attached is a true and correct copy of Ordinance No. 6726, passed by the Board of Trustees of the Village of Glen Ellyn, Illinois, at the Special Meeting of said Board held on the 8 day of July 2019, and that the same was signed and approved by the President of said Village on the 8 day of July 2019.

I do further certify that the original, of which the attached is a true and correct copy, is entrusted to me as Village Clerk of said Village for safekeeping and that I am the lawful custodian and keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Glen Ellyn, Illinois, this 8 day of July, 2019.

CORPORATE SEAL


Village Clerk

**APPLICATION FOR APPROVAL OF
PRELIMINARY PLANNED UNIT DEVELOPMENT PLAN**

CLEAR PAGE

The undersigned petitions the President and Village Board of Trustees of the Village of Glen Ellyn, Illinois, to consider this Application for approval of a Preliminary Planned Unit Development Plan (PUD), as described below.

Date Filed: 06/28/21 Application No. _____

Type of PUD: Residential
(Residential, Commercial, Other)

Name of Applicant: Matt Nix (on behalf of REVA 424 Prospect, LLC)

Address of Applicant: 116 W Illinois St., 7th FL, Chicago, IL 60654

Business Phone: _____ (Mobile): 312-320-6712

Email: matt.nix@revadevelopment.com (Fax): _____

Property Interest of Applicant: Owner
(Owner, Owner Representative, Contract Purchaser, etc.)

Name of Owner(s): REVA 424 Prospect, LLC & AVERE on Duane, LLC

Address: 424 Prospect Avenue & 437 Duane Street, Glen Ellyn, IL

Legal Description of Property:

PIN- 05-11-325-015 (424 Prospect)
Residential lot located at 424 Prospect Avenue, Glen Ellyn, IL

PIN- 05-11-325-026, 05-11-325-027
AVERE on Duane PINS (437 Duane St.)

Zoning Classification: R2/C5B Property Size/Area: 1.35 acres

Present Use: Vacant Residential Lot & Multi-Family Residential Building

Requested Use/Construction:

Add landscape and hardscape improvements for an outdoor park/amenity area for the exclusive use of AVERE on Duane.

Estimated Date to Start Construction: 08/01/21

(You may attach separate sheets as needed to answer any of the following questions)

Narrative Statement evaluating the economic effects of adjoining property, the effect of such elements as noise, glare, odor, fumes, and vibration on adjoining property, a discussion of the general compatibility with the adjacent and other properties in the district, the effect of traffic, the relationship of the proposed use to the Comprehensive Plan, and how it fulfills the requirements of paragraph (E) of Section 10-10-14 of the Zoning Code:

See supplemental information attached.

Describe How the PUD:

1. Will be harmonious with and in accordance with the general objectives, or within a specific objective of the Comprehensive Plan and/or this Zoning Code:

See supplemental information attached.

2. Will be designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that such use will not change the essential character of the same area:

See supplemental information attached.

3. Will not be hazardous or disturbing to existing or future neighborhood uses:

See supplemental information attached.

4. Will be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water, sewers and schools, or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide adequately any such services:

See supplemental information attached.

5. Will not create excessive additional requirements at public cost for public facilities and services and will not be detrimental to the economic welfare of the Village:

See supplemental information attached.

6. Will not involve uses, activities, processes, materials, equipment and/or conditions of operation that will be detrimental to any persons, property or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors:

See supplemental information attached.

7. Will have vehicular approaches to the property which shall be so designed as not to create an undue interference with traffic on surrounding public streets or roads:

See supplemental information attached.

8. Will not increase the potential for flood damage to adjacent property or require additional public expense for flood protection, rescue or relief:

See supplemental information attached.

9. Will not result in destruction, loss or damage of natural, scenic or historical features of major importance to the community:

See supplemental information attached.

**APPLICATION FOR APPROVAL OF
FINAL PLANNED UNIT DEVELOPMENT PLAN**

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Date filed: 06/28/21 Application No. _____

Common Name of PUD: AVERE on Duane

Type of PUD: Residential
(Residential, Commercial, Other)

Name of Applicant: Matt Nix (on behalf of REVA 424 Prospect, LLC)

Address of Applicant: 116 W Illinois St., 7th FL, Chicago, IL 60654

Business Phone: _____ (Mobile): 312-320-6712

Email: matt.nix@revadevelopment.com (Fax): _____

Property Interest of Applicant: Owner
(Owner, Owner Representative, Contract Purchaser, etc.)

Name of Owner(s): REVA 424 Prospect, LLC & AVERE on Duane, LLC

Address: 424 Prospect Avenue & 437 Duane Street, Glen Ellyn, IL

Legal Description of Property:

PIN- 05-11-325-015 (424 Prospect)
Residential lot located at 424 Prospect Avenue, Glen Ellyn, IL

PIN- 05-11-325-026, 05-11-325-027
AVERE on Duane PINS (437 Duane St.)

Zoning Classification: R2/C5B Property Size/Area: 1.35 acres

Requested Use/Construction:

Add landscape and hardscape improvements for an outdoor park/amenity area for the exclusive use of AVERE on Duane.

Date of Preliminary PUD Plan Approval: _____

Estimated Date to Start Construction: 08/01/21

6/21/21
Date


Signature of Applicant

NARRATIVE STATEMENT

Narrative Statement evaluating the economic effects of adjoining property, the effect of such elements as noise, glare, odor, fumes, and vibration on adjoining property, a discussion of the general compatibility with the adjacent and other properties in the district, the effect of traffic, the relationship of the proposed use to the Comprehensive Plan, and how it fulfills the requirements of paragraph (E) of Section 10-10-14 of the Zoning Code:

The proposed park on 424 Prospect Ave would have positive economic effects of the adjoining properties. It will be used as an outdoor amenity area for the AVERE on Duane apartment community at 437 Duane St and will greatly enhance the look and feel of the neighborhood. It will have a positive impact on 420 Prospect (adjoining property due South) because the landscaping will beautify the current vacant lot and help screen the property's view of the back of the apartment building. Any resident noise will be minimal and similar to any quiet park setting. The proposed use is compatible with the adjacent uses and will act serve as a transitional use from the apartment building to the residential uses going south along Prospect Ave. There will be no effect on traffic as it will have only pedestrian access and is for the use of residents of AVERE on Duane.

1. Will be harmonious with and in accordance with the general objectives, or within a specific objective of the Comprehensive Plan and/or this Zoning Code:

The proposed plan is harmonious with the comprehensive plan and zoning ordinance. Specifically, it provides an open space "Amenity" as referenced in the *Strategies and Measures* section of the Glen Ellyn Downtown Strategic Plan (hereinafter referred to as "The Plan"). The 424 Prospect pocket park will, "provide active and passive recreation opportunities and create a unique ambiance in the Downtown" for the residents of AVERE on Duane.

2. Will be designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that such use will not change the essential character of the same area:

As shown on the included plans, the proposed design of the 424 Prospect pocket park integrates harmoniously into the design of AVERE on Duane and the surrounding neighborhood. By allowing the parcel to remain open space with additional landscape elements, it will improve upon the existing appearance and maintain the essential character of the area.

3. Will not be hazardous or disturbing to existing or future neighborhood uses:

The proposed use is consistent with the residential-related uses to the north, south, east, and west of the subject property. There will be no additional automobile traffic generated by the amenity area as it will be accessed only by pedestrians primarily from within the AVERE on Duane community. The proposed use will not be hazardous or disturbing to existing or future neighborhood uses.

4. Will be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water, sewers and schools, or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide adequately any such services:

The public facilities and services are sufficient to serve the proposed use. The existing storm, sanitary and water services have sufficient capacity to serve the proposed development. The

amenity area will be integrated with AVERE on Duane and professionally managed. AVERE on Duane ownership will contract for private refuse and recycling, building and grounds maintenance including landscaping and snow removal.

5. Will not create excessive additional requirements at public cost for public facilities and services and will not be detrimental to the economic welfare of the Village:

The proposed 424 Prospect Ave pocket park will not incur significant demands on public resources or facilities nor will it be detrimental to the economic welfare of the Village.

6. Will not involve uses, activities, processes, materials, equipment and/or conditions of operation that will be detrimental to any persons, property or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors:

The proposed residential use will not involve uses, activities, processes, material or equipment that would be detrimental to any persons or property or the general welfare and will not produce excessive traffic, noise, smoke, fumes, glare of odors.

7. Will have vehicular approaches to the property which shall be so designed as not to create an undue interference with traffic on surrounding public streets or roads:

There will not be any increase in vehicular traffic as all access will be pedestrian-only from Prospect Avenue or from the AVERE on Duane parking lot.

8. Will not increase the potential for flood damage to adjacent property or require additional public expense for flood protection, rescue or relief:

The proposed park will be primarily permeable surfaces and landscaped green space with sufficient drainage and flood protection. No additional expense is anticipated for flood protection, rescue or relief.

9. Will not result in destruction, loss or damage of natural, scenic or historical features of major importance to the community:

There will be no destruction, loss, or damage of natural, scenic or historical features. We will be adding landscaping, green space, and addition scenic elements to the surrounding area that were not there previously

Supplemental statement describing the arrangements proposed to regulate the use of the property to assure proper maintenance and repair:

The use of the 424 Prospect Park will be limited to residents and their guests and will include limitations on the hours of use. The additional park space has been included in the expanded scope of the landscaping contract with Landscape Concepts which will ensure regular professional maintenance of all landscape and hardscape.

APPLICATION FOR ZONING MAP AMENDMENT

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You may attach separate sheets as needed to answer any of the following questions.

The undersigned petitions the President and Village Board of Trustees of the Village of Glen Ellyn, Illinois, to consider the Zoning Map Amendment described in this application.

Date Filed: **06/28/21** Application No: _____

Name of Applicant: **Matt Nix (on behalf of REVA 424 Prospect, LLC)**

Address of Applicant: **116 W Illinois St., 7th FL
Chicago, IL 60654**

Business Phone No.: _____ Home Phone No.: _____

Mobile Phone No.: **312-320-6712** Fax No.: _____

Property Interest of Applicant: **Owner**

(Owner, Contract Purchaser, Owner Representative)

Name of Property Owner: **REVA 424 Prospect, LLC**

Address of Owner: **116 W Illinois St., 7th FL
Chicago, IL 60654**

Phone No. (Business): _____ (Home): _____

Mobile Phone No.: **312-320-6712** Fax No.: _____

Address of Property: **424 Prospect Ave, Glen Ellyn, IL**

Legal Description of Property:

**PIN- 0511325015
Residential lot located at 424 Prospect Avenue, Glen Ellyn, IL**

Lot Frontage: **50' along Prospect Ave** Lot Area: **0.17 acres**

Present Use: **Vacant residential lot**

Requested Zoning: **Amend and incorporate into AVERE on Duane PUD (C5B)**

Requested Use/Construction: **Add landscape and hardscape improvements for an outdoor park/amenity area for the exclusive use of AVERE on Duane.**

The lot will be consolidated with AVERE on Duane property at 437 Duane Street.

Estimated Date to Begin New Use/Construction: **08/01/21**

Name(s), Address(es), and Phone No(s). of Experts (architects, engineers, etc.):

Land Planner/Landscape Architect- Scott Freres, Lakota Group
116 W Illinois St, 7th FL
Chicago, IL 60654
312-467-5445

General Contractor- John Lifka, Kinzie Builders
678 Broadway St, Suite 200
Libertyville, IL 60048
847-383-6780

Engineer- Kim Lask, Haeger Engineering
100 East State Parkway
Schaumburg, IL 60173
847-394-6600

Narrative Statement evaluating the economic effects on adjoining property, the effect of such elements as noise, glare, odor, fumes and vibration on adjoining property, a discussion of the general compatibility with the adjacent and other properties in the district, the effect of traffic, and the relationship of the proposed use to the Comprehensive Plan, and how it fulfills the requirements of paragraph (E) of Section 10-10-13 of the Zoning Code:

See attached supplemental info.

Discuss the Requested Zone Change with Respect to Each of the Following:

1. Identification of the existing uses of property within the general area of the affected property:

The property is adjacent to AVERE on Duane to the north and west, existing single family to the east and south, and is proximate to St. Petronille church and downtown Glen Ellyn.

2. Identification of the zoning classification of property within the general area of the affected property:

Property is zoned R2. Surrounding properties are zoned C5B to the North, East, and West and R2 to the South.

3. Determination as to the suitability of the property in question to the uses permitted under the existing classification or district and under the proposed classification or district:

We are requesting to amend the AVERE on Duane PUD and incorporate the 424 Prospect parcel. AVERE on Duane is zoned C5B, so we would rezone the R2 parcel to C5B for consistent zoning.

4. The trend or development, if any, in the general area of the affected property, including changes, if any, which have taken place since the date the affected property was placed in its present zoning classification or district:

AVERE on Duane parcels were a combination of C5B, R4, and R2 and were re-zoned to C5B as part the PUD. We are requesting to amend the AVERE on Duane PUD and incorporate 424 Prospect.

5. The trend or development, if any, as to the proposed uses of property within the general area of the affected property, as represented on the Comprehensive Plan:

The affected property would be integrated as an open space amenity area to AVERE on Duane which had been identified by the Comprehensive Plan as an area of opportunity for multifamily.

6. The length of time the property has been vacant as zoned, considered in the context of the land development and the area surrounding the subject property:

Previous existing single family home was in disrepair and was demolished in August/September of 2020 in order to clean up the area surrounding AVERE on Duane.

7. The extent to which property values are diminished, if at all, by the particular zoning restrictions:

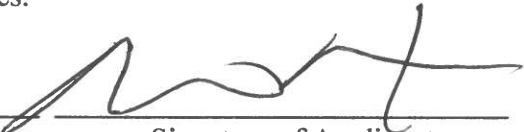
Property values will not be diminished but rather will be enhanced by the proposed improvements on the vacant lot if it can be incorporated as part of the AVERE on Duane PUD.

I (We) certify that all of the statements and documents submitted as part of this application are true to the best of my (our) knowledge and belief.

I (We) consent to entry in or upon the premises described in this application by any unauthorized official of the Village of Glen Ellyn for the purpose of inspection.

I (We) consent to pay the Village of Glen Ellyn all costs incurred for transcribing the public hearing on this application.

I (We) understand that no final action shall be taken by the Village Board subsequent to the public hearing until and upon payment of transcribing fees.

<u>6/21/21</u>	<u>Matt Nix</u>	
Date	Print Name	Signature of Applicant

_____	_____	_____
Date	Print Name	Signature of Applicant

_____	_____	_____
Date	Print Name	Signature of Applicant

**THE BEST INTERESTS OF THE APPLICANT WILL BE SERVED
BY COMPLETEING THIS APPLICATION IN DETAIL**

**Application for Approval of a
Land Transfer, Lot Consolidation, or Two-Lot Subdivision**



I. APPLICATION INFORMATION:

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Date Filed: **06/21/2021**

Request: (Please Check):

Land Transfer ☐ Lot Consolidation ☒ Two- Lot Subdivision ☐

Project Name: **424 Prospect Ave & AVERE on Duane**

Address of Property: **424 Prospect Ave & 437 Duane St.**

Permanent Index No.: **0511325015, 0511325026, 0511325027** Zoning: **R2/C5B**

Name of Applicant: **Matt Nix**

Address of Applicant: **116 W Illinois St., 7th FL**

Business Phone No.: _____ Home Phone No.: _____

Mobile No.: **312-320-6712** Fax No.: _____

E-mail Address: **matt.nix@revadevelopment.com**

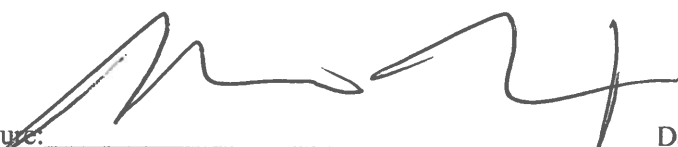
Name of Property Owner: **REVA 424 Prospect, LLC**

Address of Property Owner: **116 W Illinois St, 7th FL**

Business Phone No.: _____ Home Phone No.: _____

Mobile No.: **312-320-6712** Fax No.: _____

E-Mail Address of Property Owner: **matt.nix@revadevelopment.com**

Applicant Signature:  Date: **06/21/2021**

Affidavit Affirming No Conflict of Interest

The undersigned, being duly sworn and under oath, states as follows:

1. My name is Math Nix, and I hold the position of Manager for REVA 424 Prospeo LLC ("Applicant").
2. I have personal knowledge of all facts stated in this Affidavit, and if called to testify, I could and would testify competently thereto.
3. I am authorized by the Applicant to make the representations and statements in this Affidavit on the Applicant's behalf in support of the application for development approval ("Application") the Applicant filed with the Village of Glen Ellyn ("Village").
4. To the best of my knowledge, and as of the Application's date, no individual that is employed by the Village or sits on an elected or appointed Village board or commission has a financial interest in the Applicant, the Application, or the project proposed by the Applicant.
5. To the best of my knowledge, and as of the Application's date, no individual that is related to any person that is employed by the Village or sits on an elected or appointed Village board or commission has a financial interest in the Applicant, the Application, or the project proposed by the Applicant.
6. I will immediately notify the Village if the Applicant learns of the material inaccuracy of any statement within this Affidavit.

Further affiant sayeth naught.

Name: [Signature]
Title: Manager
Applicant's Name: Math Nix

Subscribed and sworn to me this

29th day of June, 2021.

[Signature]
Notary Public



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OWNERSHIP BY A CORPORATION

Date: **06/28/21**

Address: **424 Prospect Avenue**

Legal Description:

PIN- 05-11-325-015 (424 Prospect)
Residential lot located at 424 Prospect Avenue, Glen Ellyn, IL

LIST ALL SHAREHOLDERS AND OFFICERS/DIRECTORS (AND % OF INTEREST
OWNED IN EXCESS OF 5% STOCK)

Name: Matt Nix	Address: 116 W Illinois St., 7th FL, Chicago, IL 60654	% 50
Name: _____	Address: _____	% _____
Name: Warren James	Address: 116 W Illinois St., 7th FL, Chicago, IL 60654	% 50
Name: _____	Address: _____	% _____
Name: _____	Address: _____	% _____
Name: _____	Address: _____	% _____
Name: _____	Address: _____	% _____
Name: _____	Address: _____	% _____
Name: _____	Address: _____	% _____
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Name: _____	Address: _____	% _____
Name: _____	Address: _____	% _____
Name: _____	Address: _____	% _____
Name: _____	Address: _____	% _____

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OWNERSHIP BY A CORPORATION

Date: **06/28/21**

Address: **437 Duane Street**

Legal Description:

**AVERE on Duane (437 Duane St.)
PINS- 05-11-325-026, 05-11-325-027**

LIST ALL SHAREHOLDERS AND OFFICERS/DIRECTORS (AND % OF INTEREST
OWNED IN EXCESS OF 5% STOCK)

Name: AVERE Duane Investors, LLC	Address: 116 W Illinois St., 7th FL, Chicago, IL 60654	% 55.4%
Name: AVERE Duane Manager, LLC	Address: 116 W Illinois St., 7th FL, Chicago, IL 60654	% 44.6%
Name: _____	Address: _____	% _____
Name: _____	Address: _____	% _____
Name: _____	Address: _____	% _____
Name: _____	Address: _____	% _____
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Name: _____	Address: _____	% _____
Name: _____	Address: _____	% _____

ILLINOIS

PREPARED BY AND RETURN
TO:

Howard & Howard Attorneys
200 S. Michigan Ave. #1100
Chicago, IL 60604
Aaron B. Zarkowsky
Direct: 312.456.3661
Fax: 312.939.5617
abz@h2law.com

PIN:

05-11-325-001
05-11-325-002
05-11-325-003
05-11-325-004
05-11-325-005
05-11-325-006
05-11-325-022
05-11-325-023

FRED BUCHOLZ, RECORDER
DUPAGE COUNTY ILLINOIS
01/02/2020 03:44 PM
RHSP

DOCUMENT # R2020-000386

This space reserved for Recorder's use only.

ATA / GMT Title Agency
175 E. Hawthorn Parkway, Suite 135
Vernon Hills, IL 60061
File # 19680983 1/3

Commonly known as: 437 Duane St., Glen Ellyn, IL 60137

**FIRST AMENDED AND RESTATED CONSTRUCTION MORTGAGE, SECURITY
AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING**

**THIS FIRST AMENDED AND RESTATED CONSTRUCTION MORTGAGE,
SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE
FILING**, made as of December 9, 2019 by Avere on Duane, LLC, an Illinois limited liability
company ("Mortgagor") to LIBERTYVILLE BANK & TRUST COMPANY, N.A., a national
banking association, its successors and/or assigns ("Mortgagee"), witnesseth:

R E C I T A L S:

WHEREAS, Mortgagee made a loan ("Original Loan") to Mortgagor in the original
principal amount of One Million Five Hundred Five Thousand and no/100 Dollars (\$1,505,000)
pursuant to the terms and conditions of a Loan and Security Agreement dated as of July 18, 2019
between Mortgagor and Mortgagee and as evidenced by a Promissory Note dated as of July 18,
2019, in the principal amount of the Loan made payable by Mortgagor to the order of Lender
("Original Note").

WHEREAS, the Original Note is secured by, among other things that certain Mortgage,
Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of July 18, 2019,

from Mortgagor to Mortgagee recorded with the Recorder of Deeds in DuPage County, Illinois (the "Recorder's Office") on July 23, 2019, as Document No. R2019-061381 ("Original Mortgage"),

WHEREAS, in accordance with the terms and conditions of that certain Construction Loan and Security Agreement of even date herewith, by and among Mortgagee and Mortgagor (the "Loan Agreement"), Mortgagee agreed to refinance the Original Loan pursuant to an extension of credit in the original principal amount of \$14,500,000 (the "Loan"). The Loan is evidenced by that certain Promissory Note of even date herewith executed by Mortgagor to the Mortgagee (the "Note"). The rate of interest payable on the Loan will fluctuate from time to time as the "Interest Rate" based on LIBOR fluctuates.

WHEREAS, a condition precedent to Mortgagee's making the Loan to Mortgagor is the execution and delivery by Mortgagor of this Mortgage in full amendment and restatement of the Original Mortgage.

WHEREAS, this Mortgage is given pursuant to the Loan Agreement, and payment, fulfillment, and performance by the Mortgagor of its obligations thereunder and under the other Loan Documents are secured hereby, and each and every term and provision of the Loan Agreement and the Note, including the rights, remedies, obligations, covenants, conditions, agreements, indemnities, representations and warranties of the parties therein, are hereby incorporated by reference herein as though set forth in full and shall be considered a part of this Mortgage (the Loan Agreement, the Note, this Mortgage, Interest Rate Agreements, if any, that certain Assignment of Rents and Leases of even date herewith made by Mortgagor in favor of the Mortgagee (the "Assignment of Leases") and all other documents evidencing or securing the Indebtedness or delivered in connection with the making of the Loan are hereinafter referred to collectively as the "Loan Documents").

A G R E E M E N T S:

Definitions and Incorporation. The foregoing recitals constitute an integral part of this Mortgage, evidencing the intent of the Mortgagor and describing the circumstances surrounding its execution. Accordingly, the recitals are, by this express reference, made a part of the covenants hereof, and this Mortgage shall be construed in the light thereof. All capitalized terms which are not defined herein shall have the meanings ascribed thereto in the Loan Agreement.

The Mortgagor to secure the payment of the Indebtedness (as defined below), and all extensions, modifications, and renewals thereof, including any future advances which shall have the same priority as any advances made on the date hereof, together with interest and charges as therein provided, and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, hereby mortgages, grants, assigns, remises, releases, warrants and conveys to the Mortgagee, its successors and assigns, and grants a security interest in, the following described property, rights and interests (referred to collectively herein as the "Premises"), all of which property, rights and interests are hereby pledged primarily and on a parity with the Real Estate (as defined below) and not secondarily:

The real estate located in the County of **DuPage**, State of **Illinois** and legally described on Exhibit "A" attached hereto and made a part hereof (the "Real Estate")

TOGETHER with all rights and easements now and/or hereafter created which are appurtenant to the Real Estate, including but not limited to those rights and easements more fully identified thereon, if any; and

TOGETHER with all and singular right, title and interest, including any after-acquired title or reversion, in and to any and all strips and gores of land adjacent to and used in connection with the Premises and in and to all other ways, easements, streets, alleys, passages, water, water courses, riparian rights, rights, liberties and privileges thereof, if any, and in any way appertaining thereto; and

TOGETHER with all rents, issues, proceeds, income, royalties, revenue, profits, "accounts," escrows, letter-of-credit rights (each as defined in the Code hereinafter defined) accruing and to accrue from said Premises (which are pledged primarily and on a parity with the real estate and not secondarily); and

TOGETHER with all buildings and improvements of every kind and description now or hereafter erected or placed thereon and all materials intended for construction, reconstruction, alteration and repairs of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the property subject to this Mortgage, immediately upon the delivery thereof to the said Premises, and all fixtures and articles of personal property now or hereafter owned by Mortgagor and attached to, or located on, and used in the management or operation of the Premises, including but not limited to all furniture, furnishings, apparatus, machinery, motors, elevators, fittings, radiators, awnings, shades, blinds, office equipment, carpeting and other furnishings, and all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air-conditioning and sprinkler equipment and fixtures and appurtenances thereto; and all renewals or replacements thereof, proceeds therefrom, or articles in substitution therefor, whether or not the same are or shall be attached to said building or buildings in any manner and all proceeds of any of the foregoing; it being mutually agreed that all the aforesaid property owned by the Mortgagor and placed by it on the Premises shall, so far as permitted by law, be deemed to be fixtures and a part of the realty, security for the said Indebtedness, and as to the balance of the property aforesaid to the extent that such agreement and declaration may not be effective and that any of said articles may constitute goods (as that term is used in the Uniform Commercial Code of the State of Illinois in effect from time to time (the "Code")); and

TOGETHER with all awards and other compensation heretofore or hereafter to be made to the present and all subsequent owners of the property subject to this Mortgage for any taking by eminent domain, either permanent or temporary, of all or any part of the said Premises or any easement or appurtenance thereof, including severance and consequential damage and change in grade of streets, which said awards and compensation are hereby assigned to Mortgagee; and

TOGETHER with all of Mortgagor's interest in all present and future leases, lettings and licenses of the land, improvements and personalty including, without limitation, cash or securities

deposited thereunder to secure performance by Mortgagor's lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or applied to one or more of the expiration of such terms, as well as in and to all judgments, awards of damages and other proceeds relating to rent, tenancies, subtenancies and occupancies of the land, improvements and personalty, and in and to present and future remainders, rents, issues and profits thereof; and

TOGETHER with all of Mortgagor's right, title and interest in and to all unearned premiums accrued, accruing or to accrue under any and all insurance policies now or hereafter obtained by Mortgagor insuring the Premises and in and to any and all proceeds payable under any one or more of said policies; and

TOGETHER with all of Mortgagor's interests in "general intangibles" including "payment intangibles" and "software" (each as defined in the Code) now owned or hereafter acquired and related to the Premises, including, without limitation, all of Mortgagor's right, title and interest in and to: (i) all agreements, licenses, permits and contracts to which Mortgagor is or may become a party and which relate to the Premises; (ii) all obligations and indebtedness owed to Mortgagor thereunder; (iii) all intellectual property related to the Premises; and (iv) all choses in action and causes of action relating to the Premises;

TOGETHER with all of Mortgagor's accounts now owned or hereafter created or acquired as they relate to the Premises, including, without limitation, all of the following now owned or hereafter created or acquired by Mortgagor: (i) accounts, contract rights, health-care-insurance receivables, book debts, notes, drafts, and other obligations or indebtedness owing to the Mortgagor arising from the sale, lease or exchange of goods or other property and/or the performance of services; (ii) the Mortgagor's rights in, to and under all purchase orders for goods, services or other property; (iii) the Mortgagor's rights to any goods, services or other property represented by any of the foregoing; (iv) monies due or to become due to the Mortgagor under all contracts for the sale, lease or exchange of goods or other property and/or the performance of services including the right to payment of any interest or finance charges in respect thereto (whether or not yet earned by performance on the part of the Mortgagor); (v) "securities", "investment property," "financial assets," and "securities entitlements" (each as defined in the Code), and (vi) proceeds of any of the foregoing and all collateral security and guaranties of any kind given by any person or entity with respect to any of the foregoing; and all warranties, guarantees, permits and licenses in favor of Mortgagor with respect to the Premises;

TOGETHER with all of Mortgagor's interest in all proceeds of any of the foregoing and any renewals, replacements, substitutions, extensions, improvements, betterments, appurtenances and additions to the improvements or personalty made or acquired by Mortgagor after the date hereof; all judgments, awards of damages and settlements hereafter made resulting from condemnation proceeds or the taking of the Real Estate, Improvements or Collateral or any portion thereof under the power of eminent domain, and all licenses, permits and other like rights or interests now or hereafter held or acquired by Mortgagor and necessary or useful for the operation of the Premises.

The property hereinabove mentioned is hereinafter referred to as the "Real Property" to the extent that the same is realty, and as the "Collateral" to the extent that the same is personalty. The Real Property and the Collateral are collectively referred to herein as the "Premises", except where Real Property and Collateral are specifically referred to.

TO HAVE AND TO HOLD the above described Premises with the appurtenances and fixtures thereto appertaining or belonging unto the Mortgagee, its successors and assigns, forever, for the purposes herein set forth and for the security of the Indebtedness, and interest thereon and free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

The conditions of this Mortgage are such that whereas the Mortgagor has executed and delivered this Mortgage for the purpose of securing the performance of the covenants and agreements contained herein and in any agreement made with respect to any loan secured hereby, and to secure the payment when due, but not necessarily in the order set forth, of the following:

(a) any and all sums due or owing under the Note of even date herewith executed by Mortgagor to Mortgagee;

(b) all sums expended or advanced by Mortgagee pursuant to any term or provision of the Note, this Mortgage, or any other instrument securing the Indebtedness;

(c) all advances or disbursements of Mortgagee with respect to the Premises for the payment of taxes, levies, assessments, insurance, insurance premiums or costs incurred in the protection of the Premises;

(all of such debts and obligations being collectively referred to herein as the "Indebtedness"), and as security for the payment of the Indebtedness, Mortgagor has granted to Mortgagee hereunder a lien against the Premises. In accordance with the provisions of the Note, the whole of the principal sum thereof then unpaid may be declared and become due and payable upon the occurrence of an Event of Default (as hereinafter defined) hereunder, or thereunder. The maximum Indebtedness, other than costs and expenses incurred in connection with actions to collect the Indebtedness, whether pursuant to a foreclosure of this Mortgage or otherwise, shall not exceed \$29,000,000.00.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. The Mortgagor covenants with the Mortgagee, that (i) the Mortgagor is the absolute owner in fee simple of the Premises and is well seized of the Premises and has a good and indefeasible estate in fee simple in the real property described in Exhibit A and has good right to bargain, sell and convey the same in manner and form as above written; (ii) the Mortgagor shall forever warrant and defend the Premises with the appurtenances thereunto belonging to the said Mortgagee, its successors and assigns, forever against all lawful claims, and demands whatsoever; (iii) the Premises is free and clear of all liens and encumbrances except those liens and encumbrances either in favor of Mortgagee or as accepted by Mortgagee in an ALTA Mortgage Loan Policy of title insurance insuring the lien of this Mortgage as a first mortgage (the "Permitted

Encumbrances”), and, in either event, as otherwise; (iv) the Premises and the intended use thereof by Mortgagor comply in all material respects with all applicable restrictive covenants, zoning ordinances and building codes, flood disaster laws, applicable health and environmental laws and regulations and all other applicable laws, rules and regulations; and (v) the Mortgagor will execute, acknowledge and deliver all necessary assurances unto the Mortgagee of the title to all and singular the Premises hereby conveyed and intended so to be, or which Mortgagor may be or shall become hereafter bound so to do.

2. Mortgagor shall pay or cause to be paid, before any penalty, interest or costs may be imposed, all real estate taxes, assessments, levies, water charges, sewer service charges, charges for public utilities and all other governmental charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever which at any time during the term of this Mortgage may be assessed, levied, imposed upon, or become due and payable out of or in respect of, or become a lien on, the Premises or any part thereof or any appurtenance thereto (all such taxes, assessments, levies, water and sewer rents and charges, charges for public utilities, and other governmental charges being hereinafter referred to collectively as "Taxes", and any of the same being hereinafter referred to singularly as a "Tax"). Mortgagor shall however, have the right to contest in good faith any of such Taxes and assessments upon posting with Mortgagee sufficient security, satisfactory to Mortgagee, for the payment thereof, with interest, costs and penalties, under written agreement conditioning payment of such contested Taxes and assessments upon determination of such contest, or prior thereto if the continuance of such contest shall put the Premises in jeopardy of a tax sale or forfeiture.

3. Other than as stated in Paragraph 2 above, if at any time the United States or the State of Illinois or any of their subdivisions having jurisdiction shall levy, assess, or charge any tax, assessment or imposition upon this Mortgage or the credit or Indebtedness or the interest of Mortgagee in the Premises or upon Mortgagee by reason of or as holder of any of the foregoing, then the Indebtedness and the accrued interest thereon become due and payable at the election of the Mortgagee ninety (90) days after the mailing of notice of such election to Mortgagor; provided however, said election and the right to elect shall be unavailing, if Mortgagor lawfully may pay for such assessments or tax including interest and penalties thereon to or for Mortgagee and elects to pay and does, in fact, pay when payable, for all such assessments or such Tax, as the case may be, including interest and penalties thereon. In the event of default hereunder or in the event the Mortgagor does not pay the real estate taxes in a timely manner, Mortgagee shall have the right, but not the obligation, to require the Mortgagor to establish a tax escrow with the Mortgagee for the prompt payment of the real estate taxes.

4. Mortgagor shall keep the Premises free and clear from all mechanics liens and statutory liens of every kind other than Taxes and permitted assessments which may be a lien but not yet due and payable, and Mortgagor will not voluntarily create or permit to be created or filed against its interest in the Premises or suffer to exist, any mortgage lien or other lien or liens inferior or superior to the lien of this Mortgage (other than the lien or liens for real estate taxes and assessments not yet due and payable) or if filed, Mortgagor will have the same discharged of record either by payment, the bonding thereof or other lawful means for discharging any such lien, within sixty (60) days after notice of filing; provided, however, that Mortgagor shall have the right to contest in good faith any such mechanics' lien or statutory lien upon posting sufficient security,

satisfactory to Mortgagee, for the payment thereof, with interest, costs and penalties, under written agreement conditioning payment of such contested mechanics' lien or statutory lien upon determination of such contest, or prior thereto if the continuance of such contest or litigation shall put the Premises in jeopardy of foreclosure sale or forfeiture for such lien.

5. Intentionally Omitted.

6. Intentionally Omitted.

7. The Mortgagor, without the prior written consent of the Mortgagee, shall not effect, suffer or permit any Prohibited Transfer (as defined herein). Any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation (or any agreement to do any of the foregoing) of any of the following properties or interests without the Mortgagee's prior written consent shall constitute a "Prohibited Transfer" (i) the sale, encumbrance (including without limitation by means of subordinate mortgage or lien upon the Premises or any part thereof or interest therein), assignment, lease (other than leases in the ordinary course of business) or disposition of the Premises or any part thereof or interest thereon, (ii) the entry into any contract or agreement to do anything prohibited by clause (i) of this subsection, expressly including without limitation any land contract, lease/purchase, lease/option or option agreement; (iii) any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation (or any agreement to do any of the foregoing) of all or any part of the member interest, in the Mortgagor (provided that so long as a Prohibited Transfer would not result, the addition of new or additional members for the Mortgagor and/or Mortgagor's managing member or transfers by and among members of the managing member entity (so long as a Change in Control would not result) shall be permitted); or (iv) if there shall be any change in control (by way of transfers of member interests or otherwise) in the managing member, as applicable, which directly or indirectly controls the day to day operations and management of the Mortgagor. Except as permitted above, any sale or lease not actually approved by Mortgagee, shall, at the option of Mortgagee, be null and void and shall not grant any rights in the Premises to the tenant named therein. In the event of a Prohibited Transfer the Indebtedness shall become due and payable in full at Mortgagee's option. In the event ownership of the Premises, or any part thereof or interest therein, becomes vested in such person or persons other than the parties hereto, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this Mortgage, and the said obligations in the same manner as with Mortgagor, without in any way releasing, discharging or otherwise affecting any liability hereunder, or the Indebtedness. Any lease or sublease of the Premises or any part thereof or interest therein shall provide for the attornment by the subtenant thereof and of all subtenants or estates thereunder to the owner of the Premises after foreclosure or after a deed in lieu of foreclosure in the event the sublease would otherwise have been terminated because of the foreclosure. Notwithstanding anything herein to the contrary, so long as the priority, validity and enforceability of the liens created by the Mortgage or any of the other Loan Documents and are not impaired, threatened or jeopardized, Mortgagor shall be permitted to enter into such agreements and undertakings, including a redevelopment agreement with the applicable municipality, as necessary and appropriate to effectuate the redevelopment of the Property. Mortgagor shall deliver a copy of any such agreement and undertaking to the Mortgagee prior to

execution thereof, and Mortgagee shall have the opportunity to review and approve same in its reasonable discretion.

8. Mortgagor represents warrants and covenants that:

(a) Mortgagor is not now in default under any instruments or obligations relating to the Premises and no party has asserted any claim of default against Mortgagor relating to the Premises.

(b) The execution and performance of this Mortgage and the consummation of the transactions hereby contemplated will not result in any breach of, or constitute a default under, any mortgage, lease, loan, or credit agreement, trust indenture, or other instrument to which Mortgagor is a party or by which it may be bound or affected; nor do any such instruments impose or contemplate any obligations which are or may be inconsistent with any other obligations imposed on Mortgagor under any other instrument(s) heretofore or hereafter delivered by Mortgagor.

(c) There are no actions, suits or proceedings (including, without limitation, any condemnation or bankruptcy proceedings) pending or, to the best of Mortgagor's knowledge, threatened against or affecting Mortgagor or the Premises, or which may adversely affect the validity or enforceability of this Mortgage, at law or in equity, or before or by any governmental authority and that Mortgagor is not in default with respect to any writ, injunction, decree or demand of any court or any governmental authority affecting the Premises.

(d) The financial statements for the Mortgagor and the Premises previously submitted to the Mortgagee are true, complete and correct in all material respects, disclose all actual and contingent liabilities of the Mortgagor or relating to the Premises and do not contain any untrue statement of a material fact or omit to state a fact material to such financial statements. No material adverse change has occurred in the financial condition of the Mortgagor or the Premises from the dates of said financial statements until the date hereof. The Mortgagor shall furnish to the Mortgagee such financial information regarding the Mortgagor, its constituent partners or members, as the case may be, the Premises and the Guarantors as the Mortgagee may from time to time reasonably request.

(e) The Mortgagor shall not hold or acquire, directly or indirectly, any ownership interest (legal or equitable) in any real or personal property other than the Premises, or become a shareholder of or a member or partner in any entity which acquires any property other than the Premises, until such time as the Indebtedness has been fully repaid (provided nothing herein contained shall be deemed a prohibition on the managing member's ability to acquire, hold, or control, directly or indirectly, such other ownership interests so long as such interests are held separately from the Mortgagor and are not comingled in whole or in part, with the Mortgagor's property). If requested by the Mortgagee, the articles of organization and/or operating agreement of the Mortgagor shall limit its purpose to the acquisition, operation, management and disposition of the Premises, and such purposes shall not be amended without the prior written consent of the Mortgagee. Notwithstanding the foregoing, so long as the priority, validity and enforceability of the liens created by the Mortgage or any of the other Loan Documents and are not impaired, threatened or jeopardized, nothing herein shall be construed as a limitation on Mortgagor's ability

to acquire benefits, including Tax Increment Financing (“TIF”) benefits relating to agreements pertaining to the redevelopment of the Property and any applicable redevelopment agreement.

9. (a) Mortgagor shall, once construction is substantially completed, keep all buildings, improvements, fixtures and articles of personal property now or hereafter situated on the Premises insured by a policy or policies of All Risk Replacement Cost Insurance (with Agreed Amount Endorsement) against loss or damage by, or abatement of rental income resulting from fire, flood and such other hazards, casualties and contingencies (including, but not limited to, extended coverage, vandalism and malicious mischief), in an amount reasonably satisfactory to the Mortgagee (provided Mortgagee acknowledges that existing improvements may, at the option of the Mortgagor, be razed prior to the Maturity Date, and all insurance requirements relating to improvements shall be deemed terminated); however, such amount will be at least equal to the amount necessary so that none of the parties hereto shall be deemed a co-insurer of a loss, and for such length of time as shall be required by the Mortgagee, for the benefit of said Mortgagee, as its interests may appear, and shall place and keep the original policy of such insurance with said Mortgagee or, at Mortgagee's election, a copy thereof and an original certificate thereof. Unless the Mortgagor provides the Mortgagee evidence of the insurance coverages required hereunder, the Mortgagee may purchase insurance at the Mortgagor's expense to cover the Mortgagee's interest in the Premises. The insurance may, but need not, protect the Mortgagor's interest. Mortgagor will also maintain Flood Insurance, if required, pursuant to a designation of the area in which the Premises are located as flood prone or a flood risk area, as defined by the Flood Disaster Protection Act of 1973, as amended, in an amount satisfactory to the Mortgagee, however, such amount will be at least equal to the amount necessary so that none of the parties hereto shall be deemed a co-insurer of a loss, as well as comply with any additional requirements of the National Flood Insurance Program as set forth in said Act.

(b) Mortgagor shall maintain for the mutual benefit of Mortgagee and Mortgagor general public liability insurance against claims for personal injury, death or property damage occurring upon, in or about the Premises or any elevators therein and on, in or about the adjoining streets and passageways, such insurance to afford protection to the limits of not less than those then customarily carried with respect to premises similar in construction, general location, use and occupancy to the Premises, but in no event less than a single limit amount of \$1,000,000.00. All of such insurance shall be primary and non-contributing with any insurance which may be carried by Mortgagee.

(c) All such insurance policies shall be paid in accordance with the terms of the policies currently in force. In the event such coverage is provided as part of a blanket policy, then in such event the amount of the coverage specifically applicable to the Premises shall be stated on the face of the policy. All insurance policies are to be held by and, to the extent of its interest, are to be for the benefit of and first payable in case of loss to the Mortgagee as first mortgagee without contribution, and the Mortgagor shall deliver to the Mortgagee a new policy of replacement insurance for any expiring policy, with evidence of advance premium payments, to Mortgagee at its principal office in Libertyville, Illinois, at least fifteen (15) days before the date of such expiration or at such other place or to such other party as the Mortgagee may, from time to time, designate in writing.

(d) All amounts recoverable under any policy of casualty insurance are hereby assigned to the Mortgagee. Mortgagee is authorized and empowered, at its option to adjust or compromise any loss covered by any insurance policies on the Premises, subject to Mortgagor's consent which shall not be unreasonably withheld or delayed, and to collect and receive the proceeds from any such policy or policies. After deducting from said proceeds any reasonable expenses incurred by it in the collection or handling thereof, and provided that the Note has not matured or no Event of Default (as hereinafter defined) then exists, provided the Mortgagee determines that the work required to complete the repair or restoration of the Premises necessitated by such loss can be completed no later than six (6) months prior to the Maturity Date, and the total of the insurance proceeds and such additional amounts placed on deposit with the Mortgagee by the Mortgagor for the specific purpose of rebuilding or restoring the Premises equals or exceeds, in the sole and absolute discretion of the Mortgagee, the reasonable costs of such rebuilding or restoration, then Mortgagor shall be allowed to use the insurance proceeds to restore and rebuild the Premises. To the extent the proceeds are not used to restore or rebuild the Premises, or if the Note has matured or an Event of Default then exists, the insurance proceeds shall be applied to the Indebtedness.

The Mortgagee is hereby irrevocably appointed by the Mortgagor as attorney-in-fact for the Mortgagor to assign any policy to itself or its nominees in the event of the foreclosure of this Mortgage. This power as attorney-in-fact granted hereunder shall be a power coupled with an interest and cannot be revoked by Mortgagor. In the event of foreclosure of this Mortgage, or other transfer of title in lieu of foreclosure of the Premises, all right, title and interest of the Mortgagor in and to any insurance policies then in force, shall pass to the purchaser or grantee thereof.

10. Mortgagor will give Mortgagee immediate notice of the actual or threatened commencement of any proceedings under eminent domain affecting all or any part of the Premises or any easement therein or appurtenance hereof, including severance and consequential damage and change in grade of streets, and will deliver to Mortgagee copies of any and all papers served in connection with any such proceedings. Mortgagor agrees that all awards hereafter made by any public or quasi-public authority to the present and all subsequent owners of the Premises by virtue of an exercise of the right of eminent domain by such authority, including any award for taking of title, possession or right of access to a public way, or for any change of grade or streets affecting said Premises, are hereby assigned to the Mortgagee and Mortgagee at its option is hereby authorized, directed and empowered to settle or compromise, and to collect and receive the proceeds of any such award and awards from the authorities making the same and to give proper receipts therefore. After deducting from such proceeds any reasonable expenses incurred by Mortgagee in the collection or handling thereof, and provided that the Note has not matured or no Event of Default then exists, and subject to Paragraph 11 below, Mortgagor shall be allowed to use such award or awards to restore and rebuild the Premises. To the extent the award or awards are not used to restore or rebuild the Premises, or if the Note has matured or an Event of Default then exists, the award or awards shall be applied to the Indebtedness.

The Mortgagor hereby covenants and agrees to and with the Mortgagee upon request of the Mortgagee to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning all such awards to the Mortgagee, free and clear and discharged of any and all encumbrances of any kind or nature whatsoever except as above stated.

Notwithstanding any taking under the power of eminent domain, alteration of the grade of any street, or other injury to or decrease in value of the Premises by any public or quasi-public authority or corporation, Mortgagor shall continue to pay the Indebtedness and any reduction in the principal sum resulting from the application by the Mortgagee of such award or payment as hereinafter set forth shall be deemed to take effect only on the date of such receipt.

11. In the event that insurance proceeds or the proceeds of an eminent domain proceeding are to be applied to pay for the cost of rebuilding or restoration of the building and improvements on the Premises, such funds will be placed in an account at Mortgagee and made available for disbursement by Mortgagee.

In the event such proceeds are applied toward restoration or rebuilding, the buildings and improvements shall be so restored or rebuilt so that the Premises shall be of at least equal value and the buildings and improvement therein shall be of substantially the same character as prior to such damage or destruction. Such proceeds shall be made available, from time to time, upon the Mortgagee being furnished with satisfactory evidence of the estimated cost of completion thereof and with all necessary architect's certificates, waivers of lien, contractor's sworn statements and other evidence of cost and of payments. All plans and specifications for such rebuilding or restoration shall be presented to and approved by Mortgagee prior to the commencement of any such repair or rebuilding. At all times the undisbursed balance of said proceeds remaining in the hands of the Mortgagee shall be at least sufficient to pay for the cost of completion of the work free and clear of liens.

12. Mortgagor hereby agrees that in the event Mortgagor shall fail to comply with any or all of the respective covenants, agreements, conditions and stipulations herein set forth, then the Mortgagee, shall be and hereby is authorized and empowered at its option, but without legal obligation to do so, to pay, perform the same without waiver of any other remedy, any unpaid obligation secured by any lien on the Premises, water rents, sewer rental charges and other governmental charges and rates and all or any part of the unpaid taxes, levies, assessments and reassessments; to effect insurance on the Premises in the amounts above named; and, subject to the rights of tenants, to enter or have its agents enter upon the Premises whenever necessary for the purpose of inspecting the Premises and curing any default hereunder. The Mortgagor agrees that the Mortgagee shall thereupon have a claim against the Mortgagor for all sums paid by Mortgagee for such water charges, sewer service charges and other governmental or municipal charges and rates, taxes, levies, assessments and re-assessments, insurance and defaults cured, together with a lien upon the Premises for the sum so paid plus interest at the Default Rate.

13. Mortgagor shall not commit waste upon the Premises or suffer waste to be committed thereon. Once construction of the improvements are completed, Mortgagor will keep the Premises in good order and repair and in material compliance with any law, regulation, ordinance, or contract applicable to the use and occupation of the Premises, and from time to time make all needful and proper replacements so that said buildings, fixtures, machinery and appurtenances will at all times, be in good condition, fit and proper for the respective purposes for which they were erected or installed (provided Mortgagee acknowledges that such existing improvements may, at the option of the Mortgagor, be razed prior to the Maturity Date). Mortgagor shall observe and comply with all conditions and requirements necessary to maintain

any and all rights, licenses, permits (including but not limited to zoning variances, special exceptions and non-conforming uses), privileges, franchises and concessions which are applicable to the Premises or which have been granted to or contracted for by Mortgagor in connection with any existing or presently contemplated use of the Premises and shall obtain and keep in full force and effect all required governmental and municipal approvals as may be required from time to time to comply with all environmental, ecological and other requirements and with any and all conditions attached to the insurance relating to the Premises and maintenance thereof, with all work that is outside the usual and ordinary course of Mortgagor's business being subject to prior written approval by Mortgagee which Mortgagee shall not unreasonably withhold. Mortgagor shall permit Mortgagee or its agents, at all reasonable times, subject to the rights of tenants, to enter upon and inspect the Premises.

14. Mortgagor covenants and agrees that it will keep and maintain books and records of account, or cause books and records of account to be kept and maintained in which full, true and correct entries shall be made of all dealings and transactions relative to the Premises, which books and records of account shall, at reasonable times and on reasonable notice, be open to the inspection of Mortgagee and its accountants and other duly authorized representatives. Such books of record and account shall be kept and maintained in accordance with a cash basis or other recognized comprehensive basis of accounting consistently applied.

15. (a) In the event an action shall be instituted to foreclose this Mortgage, or prior to foreclosure but after an Event of Default (as hereinafter defined), Mortgagee shall be entitled to the appointment of a receiver of the rents, issues and profits of the Premises as a matter of right and without notice, with power to collect the rents, issues and profits of the Premises due and becoming due during the period of default and/or the pendency of such foreclosure suit to and including the date of confirmation of the sale under such foreclosure and during the redemption period, if any, after such confirmation, such rents and profits being hereby expressly assigned and pledged as security for the payment of the Indebtedness without regard to the value of the Premises or the solvency of any person or persons liable for the payment of the Indebtedness and regardless of whether Mortgagee has an adequate remedy at law. The Mortgagor for itself and for any subsequent owner hereby waives any and all defenses to the application for a receiver as above provided and hereby specifically consents to such appointment but nothing herein contained is to be construed to deprive the holder of the Mortgage of any other right or remedy or privilege it may now have under the law to have a receiver appointed. The provision for the appointment of a receiver and the assignment of such rents, issues and profits is made an express condition upon which the Indebtedness is made. In such event, the court shall at once on application of the Mortgagee or its attorney in such action, after notice, appoint a receiver to take immediate possession of, manage and control the Premises, for the benefit of the holder or holders of the Indebtedness and of any other parties in interest, with power to collect the rents and profits of said Premises during the pendency of such action, and to apply the same toward the payment of the several obligations herein mentioned and described, notwithstanding that the same or any part thereof is occupied by Mortgagor or any other person. The rights and remedies herein provided for shall be deemed to be cumulative and in addition to and not in limitation of, those provided by law and if there be no receiver so appointed, Mortgagee itself may proceed to collect the rents, issues and profits from the Premises. From any said rents, issues and profits collected by the receiver or by the Mortgagee prior to a foreclosure sale, there shall be deducted the cost of

collection thereof and the expenses of operation of the Premises, including but not limited to real estate commissions, receiver's fee and the reasonable fees of its attorney, if any, and Mortgagee's reasonable attorneys' fees, if permitted by law, and court costs; the remainder shall be applied against the Indebtedness in such order and in such manner as Mortgagee may elect. In the event the rental and other income is not adequate to pay all tax and other expenses of operation, the Mortgagee may, but is not obligated to, advance to any receiver the amounts necessary to operate, maintain and repair, if necessary, the Premises and any such amounts so advanced, together with interest thereon at the Default Rate, shall be secured by this Mortgage and have the same priority of collection as the principal Indebtedness.

(b) During the continuance of any Event of Default, which remains uncured after the expiration of any applicable cure period, Mortgagor shall forthwith upon demand of Mortgagee surrender to Mortgagee the possession of the Premises, and Mortgagee shall be entitled to take actual possession of the Premises or any part thereof personally or by its agents or attorneys, as for condition broken, and Mortgagee in its discretion may enter upon and take and maintain possession of all or any part of the Premises together with all documents, books, records, papers and accounts of the Mortgagor or the then owner of the Premises relating thereto, and may under the powers herein granted:

(i) perform such construction, make all necessary and proper maintenance, repairs, renewals, replacements, additions and improvements thereto and thereon, and purchase or otherwise acquire additional fixtures and personal property as may be necessary or appropriate;

(ii) insure or keep the Premises insured;

(iii) hold, operate, manage or control the Premises and conduct the business, if any, thereof, either personally or by its agents, and with full power to use such measures, legal or equitable, as in its discretion it deems proper or necessary to enforce the payment or security of the income, rents, issues and profits of the Premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress for rents, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to Mortgagor;

(iv) enter into agreements with others to exercise the powers herein granted Mortgagee, all as Mortgagee from time to time may determine; and Mortgagee may collect and receive all the proceeds from the rents, income and other benefits of the Premises, including those past due as well as those accruing thereafter;

(v) cancel or terminate any lease or sublease for any cause or on any ground which would entitle Mortgagor to cancel the same;

(vi) extend or modify any then existing leases and make new leases, upon commercially reasonable terms and conditions, which extensions, modifications and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the Note and the issuance of a deed or deeds to a

purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interests in the Premises are subject to the lien hereof and shall be binding also upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the Indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser;

(vii) make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises as it may deem judicious, insure and reinsure the same and all risks incidental to Mortgagee's possession, operation and management thereof, and receive all income, rents, issues and profits.

Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any lease, and the Mortgagor shall and does hereby agree to indemnify and to hold Mortgagee harmless of and from all liability, loss or damage which it might incur under said leases or under or by reason of the assignment thereof, and of and from any and all claims or demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said leases except, to the extent any such liability, loss, damage, claim or demand is caused by the gross negligence or willful misconduct of Mortgagee. Should Mortgagee incur any such liability, loss or damage under any of said leases, or under or by reason of the assignment thereof, or in the defense of any claims or demands, unless the claims or demands are the result of Mortgagee's gross negligence or willful misconduct, the amount thereof, including costs, expenses and reasonable attorneys' fees, including attorneys' fees on appeal, shall be secured hereby and Mortgagor shall reimburse Mortgagee therefor immediately upon demand.

(c) Mortgagee in the exercise of the rights and powers hereinabove conferred upon it shall have the full power to use and apply the avails, rents, issues and profits of the Premises to the payment of or on account of the following, in such order as Mortgagee may determine:

(i) to the payment of the reasonable expenses of operating the Premises, including cost of management and leasing thereof (which shall include reasonable compensation to Mortgagee's agent or agents if management is delegated to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), establishing claims for damages, if any, and premiums on insurance as hereinabove authorized;

(ii) to the payment of Taxes and special assessments now due or which may hereafter become due on the Premises;

(iii) to the payment of all reasonable repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements of the Premises and of placing the Premises in such condition as will in the judgment of Mortgagee make it readily rentable or saleable;

(iv) to the payment of any Indebtedness or any deficiency which may result from any foreclosure sale.

Without limiting the provisions of this Mortgage, the assignment of lease and rents granted herein is intended to grant to the Bank all rights, privileges and remedies provided under such statutes. These assignments shall run with the land and shall be good and valid against the Mortgagor and all persons claiming by, under, or through the Mortgagor from the date of recording of this Mortgage and shall continue to be operative during foreclosure or any other proceedings taken to enforce this Mortgage. If any foreclosure sale results in a deficiency, the assignments shall continue as security during the foreclosure redemption period

16. No sale of the Premises, no forbearance on the part of Mortgagee, no extension of the time for the payment of the Indebtedness or any change in the terms thereof consented to by Mortgagee shall in any way whatsoever operate to release, discharge, modify, change or affect the liability of Mortgagor herein, either in whole or in part. No waiver by Mortgagee of any breach of any covenant of Mortgagor herein contained shall be construed as a waiver of any subsequent breach of the same or any other covenant herein contained. The failure of the Mortgagee to exercise the option for acceleration of maturity and/or foreclosure following any default as aforesaid or to exercise any other option granted to the Mortgagee hereunder in any one or more instances, or the acceptance by Mortgagee of partial payments hereunder shall not constitute a waiver of any such default, nor extend or affect the grace period, if any, but such option shall remain continuously in force with respect to any unremedied or uncured default. Acceleration of maturity once claimed hereunder by Mortgagee may, at the option of Mortgagee, be rescinded by written acknowledgment to that effect by the Mortgagee, but the tender and acceptance of partial payments alone shall not in any way affect or rescind such acceleration of maturity, or extend or affect the grace period, if any. Mortgagee may pursue its rights without first exhausting its rights hereunder and all rights, powers and remedies conferred upon the Mortgagee herein are in addition to each and every right which the Mortgagee may have hereunder at law or equity, and may be enforced concurrently therewith.

17. If any action or proceeding be commenced, to which action or proceeding the Mortgagee is made a party by reason of the execution of this Mortgage or the Indebtedness or in which it becomes necessary to defend or uphold the lien of this Mortgage, or the priority thereof or possession of the Premises, or otherwise to perfect the security herein under, or in any suit, action, legal proceeding or dispute of any kind in which Mortgagee is made a party or appears as party plaintiff or defendant, affecting the Indebtedness, this Mortgage, or the interest created herein, or the Premises, including, but not limited to, bankruptcy, probate and administration proceedings, foreclosure of this Mortgage or any condemnation action involving the Premises, other than actions or proceedings that result from Mortgagee's gross negligence or willful misconduct, all sums paid by the Mortgagee, including reasonable attorneys' fees, for the expense of any litigation to prosecute and defend the rights and liens created hereby shall be paid by the Mortgagor together with interest thereon from the date of payment at the Default Rate. Any such sum and the interest thereon shall be immediately due and payable and be secured hereby, having the benefit of the lien hereby created, as a part hereof and its priority.

18. This Mortgage is hereby deemed to be a Security Agreement within the meaning of the Code with respect to (a) all sums at any time on deposit for the benefit of Mortgagor or held by the Mortgagee (whether deposited by or on behalf of Mortgagor or anyone else) pursuant to any of the provisions of this Mortgage or the other Loan Documents, and (b) with respect to any personal property included in the granting clauses of this Mortgage, which personal property may not be deemed to be affixed to the Premises or may not constitute a “fixture” (within the meaning of Section 9-102(41) of the Code) (which property is hereinafter referred to as “Personal Property”), and all replacements of, substitutions for, additions to, and the proceeds thereof, and the “supporting obligations” (as defined in the Code) (all of said Personal Property and the replacements, substitutions and additions thereto and the proceeds thereof being sometimes hereinafter collectively referred to as “Collateral”), and that a security interest in and to the Collateral is hereby granted to the Mortgagee, and the Collateral and all of Mortgagor's right, title and interest therein are hereby assigned to Mortgagee, all to secure payment of the Indebtedness. All of the provisions contained in this Mortgage pertain and apply to the Collateral as fully and to the same extent as to any other property comprising the Premises; and the following provisions of this Paragraph shall not limit the applicability of any other provision of this Mortgage but shall be in addition thereto. Mortgagor by this Mortgage:

(a) grants to Mortgagee a security interest in all of Mortgagor's right, title and interest in and to all Collateral, including, but not limited to, the items referred to above, together with all additions, accessions and substitutions and all similar property hereafter acquired and used or obtained for use on, or in connection with the Real Property. The proceeds of the Collateral are intended to be secured hereby; however, such intent shall never constitute an expressed or implied consent on the part of the Mortgagee to the sale of any or all Collateral;

(b) agrees that the security interest hereby granted by this Mortgage shall secure the payment of the Indebtedness;

(c) unless otherwise provided in the other Loan Documents, agrees not to sell, convey, mortgage or grant a security interest in, or otherwise dispose of (other than obsolete equipment) or encumber, any of the Collateral or any of the Mortgagor's right, title or interest therein;

(d) agrees that if any of Mortgagor's rights in the Collateral are voluntarily or involuntarily transferred, whether by sale, creation of a security interest, attachment, levy, garnishment or other judicial process, without the written consent of Mortgagee, such transfer shall constitute an Event of Default by the Mortgagor under the terms of this Mortgage, however nothing stated herein shall preclude the right of the Mortgagor hereunder to substitute Collateral of approximately equal value in the ordinary course of operation of the Premises;

(e) agrees that upon or after the occurrence of any Event of Default hereunder or under the Note, or any of the other Loan Documents, which is not remedied within any applicable grace periods, Mortgagee may, with or without notice to Mortgagor, exercise its rights to declare all Indebtedness secured by the security interest created hereby immediately due and payable, in which case Mortgagee shall have all rights and remedies granted by law and more particularly the Uniform Commercial Code, including, but not limited to, the right to take possession of the Collateral, and for this purpose may enter upon any Premises on which any or all of the Collateral

is situated without being deemed guilty of trespass and without liability for damages thereby occasioned, and take possession of and operate said Collateral or remove it therefrom. Mortgagee shall have the further right to take any action it deems appropriate, necessary or desirable, at its option and in its discretion, to repair, refurbish or otherwise prepare the Collateral for sale, lease or other use or disposition, and to sell at public or private sales or otherwise dispose of, lease or utilize the Collateral and any part thereof in any manner authorized or permitted by law and to apply the proceeds thereof toward payment of any costs and expenses including reasonable attorneys' fees and legal expenses, to the extent permitted by law, incurred by Mortgagee and toward payment of Mortgagor's obligations under the Note and all other Indebtedness described in this Mortgage, in such order and manner as Mortgagee may elect. Any notice given by Mortgagee depositing such notice for mailing, postage prepaid certified mail, to the Mortgagor at the address designated herein at least ten (10) days before the time of sale or disposition, shall be deemed reasonable and shall fully satisfy any requirements for giving of said notice;

(f) agrees, to the extent permitted by law and without limiting any rights and privileges herein granted to Mortgagee, that Mortgagee may dispose of any or all of the Collateral at the same time and place upon giving the same notice provided for in this Mortgage, and in the same manner as the nonjudicial foreclosure sale provided under the terms and conditions of this Mortgage; and

(g) authorizes Mortgagee to prepare and file, in the appropriate jurisdictions, financing statements covering the Collateral; Mortgagor will pay the cost of filing the same in all public offices at any time and from time to time wherever Mortgagee deems filing or recording of any financing statements or of this instrument to be desirable or necessary.

(h) intends this to be a financing statement within the purview of Section 9-502(b) of the Code with respect to the Collateral and the goods described herein, which goods are or may become fixtures relating to the Premises. This Mortgage is to be filed for recording with the Recorder of Deeds of the county or counties where the Premises are located.

(i) to the extent permitted by applicable law, the security interest created hereby is specifically intended to cover all Leases between Mortgagor or its agents as lessor, and various tenants named therein, as lessee, including all extended terms and all extensions and renewals of the terms thereof, as well as any amendments to or replacement of said Leases, together with all of the right, title and interest of Mortgagor, as lessor thereunder.

(j) The Mortgagor represents and warrants that: (i) the Mortgagor is the record owner of the Premises; (ii) the Mortgagor's chief executive office is located in the State of Illinois; (iii) the Mortgagor's state of formation is the State of Illinois; and (iv) the Mortgagor's exact legal name is as set forth on Page 1 of this Mortgage.

(k) The Mortgagor hereby agrees that: (i) where Collateral is in possession of a third party, the Mortgagor will join with the Mortgagee in notifying the third party of the Mortgagee's interest and obtaining an acknowledgment from the third party that it is holding the Collateral for the benefit of the Mortgagee; (ii) the Mortgagor will cooperate with the Mortgagee in obtaining control with respect to Collateral consisting of: deposit accounts, investment property, letter of credit rights and electronic chattel paper; and (iii) until the Indebtedness is paid in full, Mortgagor will

not change the state where it is located or change its name or form of organization without giving the Mortgagee at least thirty (30) days prior written notice in each instance.

19. Each remedy or right of Mortgagee shall not be exclusive of but shall be in addition to every other remedy or right now or hereafter existing at law or in equity. No delay in the exercise or omission to exercise any remedy or right accruing on any default shall impair any such remedy or right or be construed to be a waiver of any such default or acquiescence therein, nor shall it affect any subsequent default of the same or different nature. Every such remedy or right may be exercised concurrently or independently and when and as often as may be deemed expedient by Mortgagee.

20. Concurrently herewith the Mortgagor and the Guarantors have executed and delivered to the Mortgagee that certain Environmental Indemnity Agreement dated as of the date hereof (the "Indemnity") pursuant to which the Mortgagor and the Guarantors have indemnified the Mortgagee for environmental matters concerning the Premises, as more particularly described therein. The provisions of the Indemnity are hereby incorporated herein and this Mortgage shall secure the obligations of the Mortgagor thereunder.

21. If more than one property, lot, parcel, estate or interest is covered by this Mortgage, and if this Mortgage is foreclosed upon, or judgment is entered upon any obligation secured hereby, execution may be made upon any one or more of the properties, lots, estates, parcels or interests and not upon the others, or upon all of such properties or parcels, either together or separately, and at different times or at the same time, and execution sales may likewise be conducted separately or concurrently, in each case at Mortgagee's election.

22. In case of foreclosure of this Mortgage in any court of law or equity, whether or not any order or decree shall have been entered therein, and to the extent permitted by law, a reasonable sum as aforesaid shall be allowed for attorneys' fees of the plaintiff in such proceedings, appraiser's fees, broker's commissions, stenographer's fees and for all moneys expended for documentary evidence and the cost of all abstracts of title, title searches and examinations and publication costs, such sums to be secured by the lien hereunder; and, to the extent permitted by law, there shall be included in any judgment or decree foreclosing this Mortgage and be paid out of said rents, issues and profits or out of the proceeds of any sale made in pursuance of any such judgment or decree: (a) all of the costs stated above; (b) all moneys advanced by Mortgagee, if any, for any purpose authorized in this Mortgage with interest as herein provided; (c) all the accrued interest remaining unpaid on the Indebtedness; (d) the Indebtedness, and (e) the balance, if any, to Mortgagor or as directed by the court.

23. Mortgagee, in making any payment herein, and as hereby authorized in the place and stead of the Mortgagor (i) relating to taxes, assessments, water rents, sewer rentals and other governmental or municipal charges, fines, impositions or liens asserted against the Premises, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the validity of any tax, assessment, sale forfeiture, tax lien or title or claim thereof, subject to the right to contest as otherwise provided herein; or (ii) relating to any adverse title, lien, statement of lien, encumbrance, claim or charge, shall in good faith determine the legality or validity of same; or (iii) otherwise relating to any purpose herein and hereby authorized,

but not enumerated in this paragraph, may do so whenever in its good faith, judgment and discretion, such advance or advances shall seem necessary to protect the full security intended to be created by this instrument, and provided further that in connection with any advance, Mortgagee, in the event of apparent or thereafter adverse title, lien or encumbrance, or foreclosure, by Mortgagee or any other lien claimant, at its option, may and is hereby authorized to obtain a continuation report of title prepared by a title insurance company, the cost and expenses of which shall be repayable by the Mortgagor upon demand and shall be secured hereby.

24. Should the proceeds of the Indebtedness, the repayment of which is hereby secured, or any part thereof, or any amount paid out or advanced by the Mortgagee, be used directly or indirectly to pay off, discharge, or satisfy, in whole or in part, any prior lien or encumbrance upon the Premises or any part thereof, then the Mortgagee shall be subrogated to such other liens or encumbrances and to any additional security held by the holder thereof and shall have the benefit of the priority of all of the same.

25. Mortgagor agrees without affecting the liability of any person for payment of the Indebtedness or affecting the lien of this Mortgage upon the Premises or any part thereof (other than persons or property explicitly released as a result of the exercise by Mortgagee of its rights and privileges hereunder), that Mortgagee, without notice, and without regard to the consideration, if any, paid therefor, and notwithstanding the existence at that time of any inferior liens thereon, may release as to itself and this Mortgage any part of the security described herein or any person liable for any Indebtedness, without in any way affecting the priority of the lien of this Mortgage to the full extent of the Indebtedness remaining unpaid hereunder upon any part of the security not expressly released, and may agree with any party obligated on the Indebtedness or having any interest in the security described herein to extend the time for payment of any part or all of the Indebtedness. Such agreement shall not, in any way, release or impair the lien hereof, but shall extend the lien hereof as against the title of all parties having any interest in said security which interest is subject to said lien. In the event the Mortgagee: (a) releases, as aforesaid, any part of the security described herein or any person liable for any Indebtedness, (b) grants an extension of time for any payments of the Indebtedness, (c) takes other or additional security for the payment thereof, or (d) waives or fails to exercise any right granted herein or in the Note, no such act or omission shall release the Mortgagor, subsequent purchasers of the Premises or any part thereof, or sureties or guarantors of this Mortgage or of the Indebtedness, under any covenant of this Mortgage or of the Indebtedness, or preclude the Mortgagee from exercising any right, power or privilege herein granted or intended to be granted in the event of any other default then made or any subsequent default.

26. (a) To the extent permitted by law with respect to the Indebtedness or any renewals or extensions thereof, Mortgagor waives and renounces any and all homestead and exemption rights, as well as the benefit of all valuation and appraisal privileges, and also moratoriums under or by virtue of the constitution and laws of the State of Illinois, or any other state or of the United States, now existing or hereafter enacted.

(b) To the fullest extent permitted by law, Mortgagor hereby waives any and all rights of reinstatement and redemption from the foreclosure, if any, for itself, the trust estate, and all persons beneficially interested therein, and each and every person acquiring any interest in or title to the

premises described herein subsequent to the date of this Mortgage, and on behalf of all other persons to the full extent permitted by the provisions of Illinois Compiled Statutes 735 ILCS 5/15-1601 or other applicable law or replacement statutes.

27. If any provisions hereof are in conflict with any statute or rule of law of the State of Illinois or are otherwise unenforceable for any reason whatsoever, then such provision(s) shall be deemed null and void to the extent of such conflict or unenforceability, but shall be deemed separable from and shall not invalidate any other provisions of this Mortgage. All the covenants hereof shall run with the land. Nothing herein contained nor any transaction related hereto shall be construed or shall so operate, either presently or prospectively to require Mortgagor to pay interest at a rate greater than is now lawful in such case to contract for, but shall require payment of interest only to the extent of such lawful rate. Notwithstanding anything herein or in the Note to the contrary, no provision contained herein or in the Note which purports to obligate Mortgagor to pay any amount of interest or any fees, costs or expenses which are in excess of the maximum permitted by applicable law, shall be effective to the extent that it calls for the payment of any interest or other sums in excess of such maximum.

28. Any notices, communications and waivers under this Mortgage shall be in writing and shall be (a) delivered in person, (b) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (c) sent by overnight express carrier, addressed in each case as follows:

To the Mortgagee	Libertyville Bank & Trust Company Wintrust Commercial Banking 1101 Lakeview Pkwy Vernon Hills, IL 60061 Dan Lawlor, Senior Vice President Phone:(847) 367-5014 Fax:(847) 247-4057 Email: dlawlor@wintrust.com
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With a copy to:	Howard & Howard Attorneys 200 S. Michigan Ave. #1100 Chicago, IL 60604 Aaron B. Zarkowsky Direct: 312.456.3661 Fax: 312.939.5617 abz@h2law.com
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To the Mortgagor:	Avere on Duane, LLC c/o Reva Development Partners, L.L. C. 116 W ILLINOIS ST, 7TH FL CHICAGO, IL – 60654 Attn: Warren A. James Matthew T. Nix
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With copy to:	SATC Law
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311 South Wacker Drive, Suite 2500
Chicago, IL 60606-6674
Andrew J. Annes, Esquire
Direct: 312.554.3110
Fax: 312.554.3115
aannes@satclaw.com

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this section shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received. In connection with the courtesy copy to Mortgagor's counsel above, the Mortgagee will exercise reasonable efforts to provide copies of any notices given to the Mortgagor to Mortgagee's counsel above; however, Mortgagee's failure to furnish copies of such notices shall not limit Mortgagor's exercise of any of its rights and remedies under any document evidencing, securing or governing the Loan from the Mortgagee to the Mortgagor.

29. Whenever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders. All of the covenants of "Mortgagor" herein contained are joint and several. All of the covenants and agreements herein contained shall bind the parties hereto and their respective successors, permitted assigns and transferees and the benefits and advantages thereof shall also inure to their respective successors, permitted assigns and transferees.

30. Each of the following shall constitute an "Event of Default" for purposes of this Mortgage:

(a) The Mortgagor fails to pay (i) any installment of principal or interest payable pursuant to the terms of the Note, or (ii) any other amount payable to Mortgagee under the Note, this Mortgage or any of the other Loan Documents within ten (10) days after the date when any such payment is due in accordance with the terms hereof or thereof;

(b) The Mortgagor fails to perform or cause to be performed any other obligation or observe any other condition, covenant, term, agreement or provision required to be performed or observed by the Mortgagor under the Note, this Mortgage or any of the other Loan Documents; provided, however, that if such failure by its nature can be cured, then so long as the continued operation and safety of the Premises, and the priority, validity and enforceability of the liens created by the Mortgage or any of the other Loan Documents and the value of the Premises are not impaired, threatened or jeopardized, then the Mortgagor shall have a period (the "Cure Period") of thirty (30) days after the Mortgagor obtains actual knowledge of such failure or receives written notice of such failure to cure the same and an Event of Default shall not be deemed to exist during the Cure Period, provided further that if the Mortgagor commences to cure such failure during the Cure Period and is diligently and in good faith attempting to effect such cure, the Cure Period

shall be extended for thirty (30) additional days, but in no event shall the Cure Period be longer than sixty (60) days in the aggregate;

(c) the existence of any inaccuracy or untruth in any material respect in any certification, representation or warranty contained in this Mortgage or any of the other Loan Documents or of any statement or certification as to facts delivered to the Mortgagee by the Mortgagor or any of the Guarantors;

(d) The Mortgagor or any of the Guarantors files a voluntary petition in bankruptcy or is adjudicated a bankrupt or insolvent or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal, state, or other statute or law, or seeks or consents to or acquiesces in the appointment of any trustee, receiver or similar officer of the Mortgagor or of all or any substantial part of the property of the Mortgagor, any of the Guarantors, the Premises or all or a substantial part of the assets of the Mortgagor or any of the Guarantors are attached, seized, subjected to a writ or distress warrant or are levied upon unless the same is released, dismissed, or vacated within thirty (30) days;

(e) the commencement of any involuntary petition in bankruptcy against the Mortgagor or any of the Guarantors, or the institution against the Mortgagor or any of the Guarantors of any reorganization, arrangement, composition, readjustment, dissolution, liquidation or similar proceedings under any present or future federal, state or other statute or law, or the appointment of a receiver, trustee or similar officer for all or any substantial part of the property of the Mortgagor or any of the Guarantors which shall remain undismissed or undischarged for a period of sixty (60) days;

(f) the dissolution, termination or merger of the Mortgagor or any of the Guarantors or the occurrence of the death or declaration of legal incompetency of (any of) the Guarantors; unless within the sixty (60) day period immediately following such death or declaration of legal incompetency (i) Mortgagor provides the Mortgagee with a substitute guarantor whose creditworthiness and real estate experience and skills are comparable to those of the original guarantor and who is otherwise acceptable to the Mortgagee in the Mortgagee's sole discretion, and (ii) such substitute guarantor executes a guaranty in favor of the Mortgagee in form and substance substantially similar to the existing guaranty and otherwise satisfactory to Mortgagee;

(g) the occurrence of a Prohibited Transfer; provided, however, that if a Prohibited Transfer that is not the sale, assignment, lease (other than leases in the ordinary course of business) or disposition of the Premises or any part thereof or interest thereon, can be dismissed or discharged, then so long as the continued operation and safety of the Premises, and the priority, validity and enforceability of the liens created by the Mortgage or any of the other Loan Documents and the value of the Premises are not impaired, threatened or jeopardized, then the Mortgagor shall have the Cure Period after the Mortgagor obtains actual knowledge of such Prohibited Transfer, or receives written notice of such Prohibited Transfer, and an Event of Default shall not be deemed to exist during the Cure Period, provided further that if the Mortgagor commences to cure such failure during the Cure

Period and is diligently and in good faith attempting to effect such cure, the Cure Period shall be extended for thirty (30) additional days, but in no event shall the Cure Period be longer than sixty (60) days in the aggregate;

(h) the occurrence of any development, condition or event which has a Material Adverse Effect on the Mortgagor;

(i) the occurrence of an Event of Default under the Note, the Loan Agreement or any of the other Loan Documents; or

(j) the occurrence of any default or event of default, after the expiration of any applicable periods of notice or cure, under any document or agreement evidencing or securing any other obligation or indebtedness of the Mortgagor and/or the Guarantor to the Mortgagee.

If an Event of Default occurs, the Mortgagee may, at its option, declare the whole of the Indebtedness to be immediately due and payable without further notice to the Mortgagor, with interest thereon accruing from the date of such Event of Default until paid at the Default Rate. For purposes hereof, a Material Adverse Effect shall mean (a) a material adverse change in, or a material adverse effect upon, the assets, business, properties, prospects, condition (financial or otherwise) or results of operations of the Mortgagor taken as a whole, (b) a material impairment of the ability of the Mortgagor to perform any of the obligations under any of the Loan Documents, or (c) a material adverse effect on (i) any substantial portion of the Collateral, (ii) the legality, validity, binding effect or enforceability against the Mortgagor of any of the Loan Documents, (iii) the perfection or priority of any lien granted to the Mortgagee under any Loan Document, or (iv) the rights or remedies of the Mortgagee under any Loan Document.

31. Upon the occurrence of any Event of Default as set forth in Paragraph 30 above, at the option of the Mortgagee, the whole Indebtedness shall become immediately due and payable, although the period specified for the payment thereof may not have expired, anything hereinbefore contained to the contrary notwithstanding and thereupon or at any time during the existence of such default, the Mortgagee shall have the right to foreclose the lien hereof for such the Loan or part thereof and/or exercise any right, power or remedy provided in this Mortgage or any of the other Loan Documents in accordance with the Illinois Mortgage Foreclosure Act (Chapter 735, Sections 5/15-1101 et seq., Illinois Compiled Statutes) (as may be amended from time to time, the “Act”), or otherwise pursue any other right or remedy herein or by law not prohibited.

32. Upon any such Event of Default, the Mortgagee, its legal representatives, successors and assigns are hereby authorized and empowered to exercise any right or remedy available under this Mortgage, at law and in equity, including, but not limited to, the right, if and to the extent permitted by law, to sell or cause to be sold at public auction, independent of formal foreclosure proceedings, the Premises and to convey same by the execution and delivery to the purchaser at such sale of good and sufficient deeds of conveyance in law. In any suit to foreclose the lien hereof, and in any sale of the Premises, there shall be allowed and included as additional Indebtedness payable by Mortgagor to Mortgagee and secured hereby all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, including

reasonable attorneys' fees on appeal, appraisers' fees, expenditures for documentary and expert evidence, stenographer's charges, publication and advertising costs, survey costs and costs (which may be estimated as to items to be expended after the entry of any decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to title as Mortgagee deems reasonably necessary either to prosecute such suit or to consummate such sale or to evidence to bidders at any sale the true condition of the title to or the value of the Premises.

33. MORTGAGOR HEREBY CONSENTS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN COOK COUNTY, ILLINOIS AND WAIVES ANY OBJECTION WHICH MORTGAGOR MAY HAVE BASED ON IMPROPER VENUE OR FORUM NON CONVENIENS TO THE CONDUCT OF ANY PROCEEDING IN ANY SUCH COURT. MORTGAGOR WAIVES PERSONAL SERVICE OF PROCESS UPON THE MORTGAGOR, AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL DIRECTED TO THE MORTGAGOR AT THE ADDRESS STATED HEREIN AND SERVICE SO MADE WILL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT. This Mortgage is to be construed in accordance with and governed by the laws of the State of Illinois.

34. MORTGAGOR AND MORTGAGEE KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE IRREVOCABLY THE RIGHT THEY MAY HAVE TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING BASED HEREIN, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE NOTE, THE INDEBTEDNESS, OR THE PREMISES, OR ANY AGREEMENT EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith OR ANY COURSE OF CONDUCT OR COURSE OF DEALING IN WHICH MORTGAGEE AND MORTGAGOR ARE ADVERSE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR MORTGAGEE IN GRANTING ANY FINANCIAL ACCOMMODATION TO MORTGAGOR.

35. The proceeds of any foreclosure sale, or other sale of the Premises in accordance with the terms hereof or as permitted by law shall be distributed and applied in the following order of priority: First, to the payment of all costs and expenses incident to the foreclosure and/or sale proceedings, including all items as are mentioned in any preceding or succeeding paragraph hereof; second, to the payment of all other items which under the terms hereof constitute Indebtedness with interest thereon as herein provided; third, to the payment of all principal and accrued interest remaining unpaid on the Indebtedness, in such order and in such manner as Mortgagee may elect; fourth, any overplus to the Mortgagor, its successors or assigns, as their rights may appear.

36. It is specifically agreed that time is of the essence of this Mortgage and that the waiver of the rights or options, or obligations secured hereby, shall not at any time thereafter be held to be an abandonment of such rights. Notice of the exercise of any right or option granted to the Mortgagee herein, or in the Indebtedness, is not required to be given.

37. In the event the Indebtedness and all other obligations hereby secured shall be punctually paid when due and owing, and if Mortgagor shall punctually perform all of Mortgagor's

covenants and agreements herein contained, then this Mortgage shall be void and shall be released by the Mortgagee, otherwise the same shall remain in full force and virtue in law.

38. Nothing herein contained shall be construed as constituting the Mortgagee a mortgagee-in-possession in the absence of the actual taking of possession of the Premises by the Mortgagee pursuant to this Mortgage.

39. The Mortgagee shall in no event be construed for any purpose to be a partner, joint venturer, agent or associate of the Mortgagor or of any lessee, operator, concessionaire or licensee of the Mortgagor in the conduct of their respective businesses, and, without limiting the foregoing, the Mortgagee shall not be deemed to be such partner, joint venturer, agent or associate on account of the Mortgagee becoming a mortgagee-in-possession or exercising any rights pursuant to this Mortgage, any of the other Loan Documents, or otherwise. The relationship of the Mortgagor and the Mortgagee hereunder is solely that of debtor/creditor.

40. This Mortgage, the Note and the other Loan Documents constitute the complete agreement between the parties with respect to the subject matter hereof and the Loan Documents may not be modified, altered or amended except by an agreement in writing signed by both the Mortgagor and the Mortgagee.

41. Amendment and Restatement of Original Mortgage. This Mortgage amends, restates and supplants the Original Mortgage in its entirety.

42. Construction Loan. The Note evidences a debt created by one or more disbursements made by the Mortgagee to the Mortgagor to finance the cost of the construction of certain improvements upon the Real Estate in accordance with the provisions of the Loan Agreement, and this Mortgage is a construction mortgage as such term is defined in Section 9-334(h) of the Code. The terms and conditions recited and set forth in the Loan Agreement are fully incorporated in this Mortgage and made a part hereof, and an Event of Default under any of the conditions or provisions of the Loan Agreement shall constitute a default hereunder. Upon the occurrence of any such Event of Default, the holder of the Note may at its option declare the Indebtedness immediately due and payable, or complete the construction of said improvements and enter into the necessary contracts therefor, in which case all money expended shall be so much additional Indebtedness and any money expended in excess of the amount of the original principal shall be immediately due and payable with interest until paid at the Default Rate. In the event of a conflict between the terms of the Loan Agreement and this Mortgage, the provisions of the Loan Agreement shall apply and take precedence over this Mortgage.

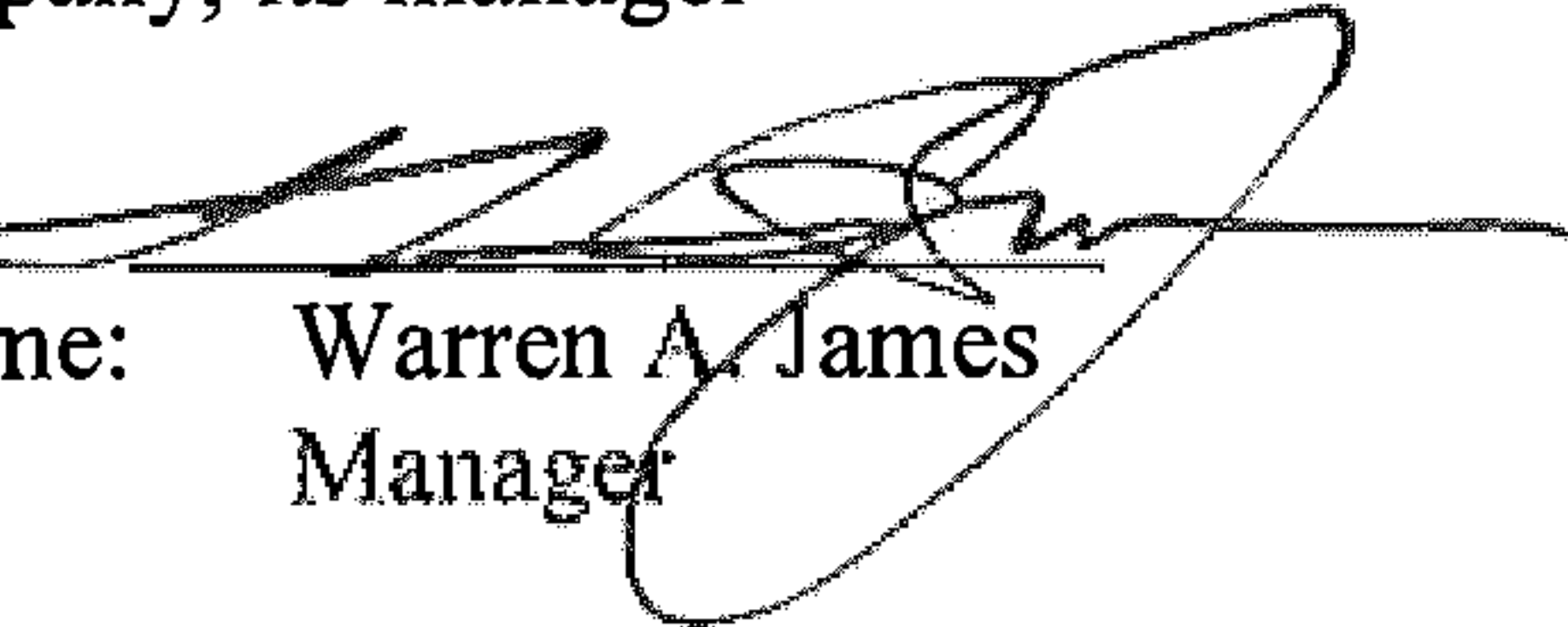
Signature Page Follows

IN WITNESS WHEREOF, Mortgagor has executed this **FIRST AMENDED AND RESTATED CONSTRUCTION MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING** as of the date set forth above.

Avere on Duane, LLC, an Illinois limited liability company

By: Avere Duane Manager, LLC, an Illinois limited liability company, its manager

By: REVA DEVELOPMENT PARTNERS, L.L.C., an Illinois limited liability company, its manager

By: 
Name: Warren A. James
Its: Manager

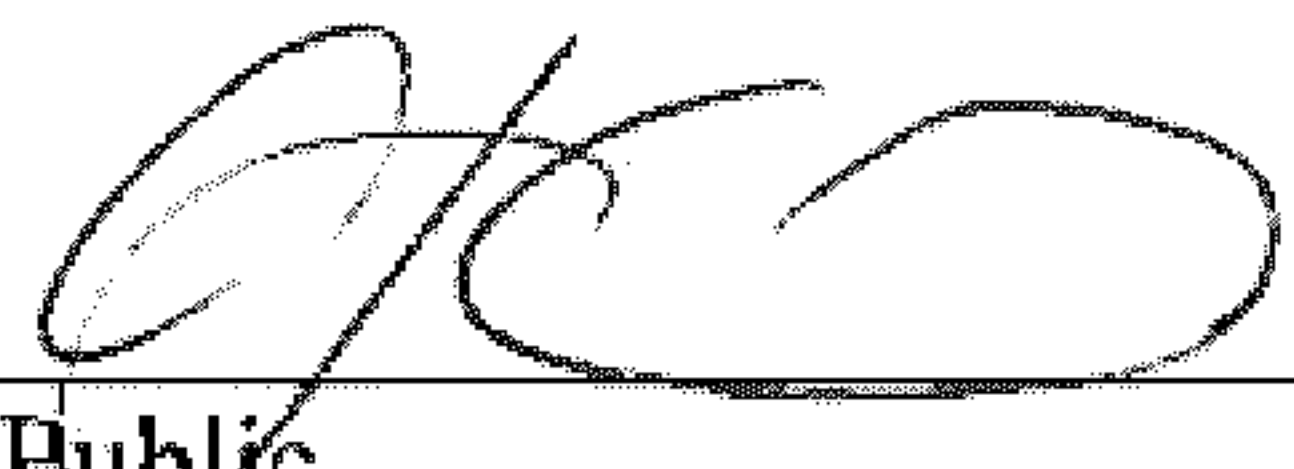
STATE OF ILLINOIS _____)

COUNTY OF Cook _____)

SS:

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Warren A. James, the Manager of REVA DEVELOPMENT PARTNERS, L.L.C., an Illinois limited liability company, the manager of Avere Duane Manager, LLC, an Illinois limited liability company, the manager of Avere on Duane, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal, as of the 19th day of December, 2019.



Notary Public

Commission expires: 9-18-22

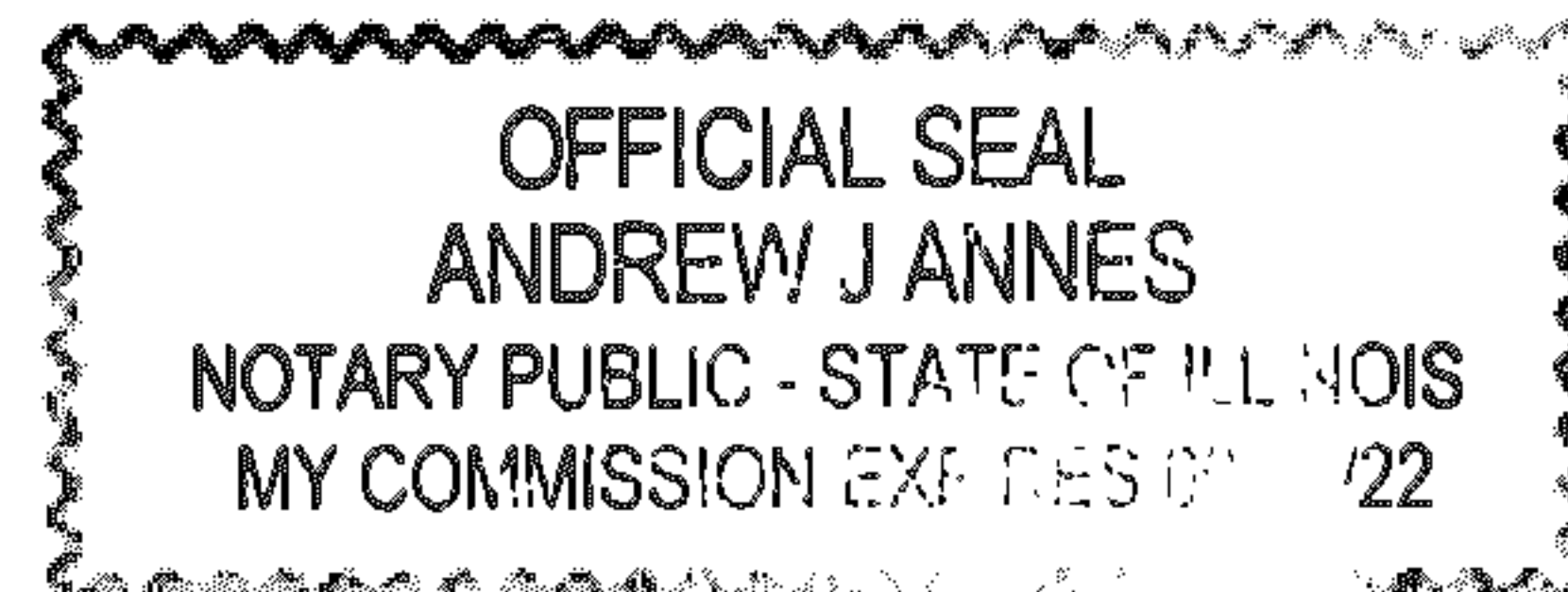


EXHIBIT A

Legal Description

LOT 1 IN AVERE ON DUANE CONSOLIDATION, BEING A CONSOLIDATION OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 37, 38, 39 AND 40 IN BLOCK 3 IN GLENWOOD, BEING C.A. PHILLIPS SUBDIVISION OF PART OF SECTION 10 AND PART OF SECTION 11, TOWNSHIP 39 NORTH, RANGE10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE AFORESAID PLAT OF CONSOLIDATION RECORDED NOVEMBER 15, 2019 AS DOCUMENT R2019-106235, IN DUPAGE COUNTY, ILLINOIS.

PIN:

05-11-325-001

05-11-325-002

05-11-325-003

05-11-325-004

05-11-325-005

05-11-325-006

05-11-325-022

05-11-325-023

Commonly known as: 437 Duane St., Glen Ellyn, IL 60137

WARRANTY DEED

THIS INDENTURE WITNESSETH,

That the Grantor,

BOB KLOTZ-SADLER, a single man,

of the Village of Glen Ellyn, County of DuPage, and State of Illinois,

FRED BUCHOLZ, RECORDER
DUPAGE COUNTY ILLINOIS
12/19/2019 02:33 PM

RHSP

COUNTY TAX STAMP FEE 155.00
STATE TAX STAMP FEE 310.00

DOCUMENT # R2019-118421

THE ABOVE SPACE FOR RECORDER'S USE ONLY

for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, CONVEYS and WARRANTS to

Grantee,

REVA 424 PROSPECT, LLC

whose address is: 116 West Illinois Street, FL7, Chicago, IL 60654

the following described real estate, to wit:

LOT 13 AND 14 IN BLOCK 3 IN GLENWOOD, BEING C. A. PHILLIPS SUBDIVISION OF PART OF SECTION 10, AND PART OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 22, 1873 AS DOCUMENT 16688, IN DU PAGE COUNTY, ILLINOIS.

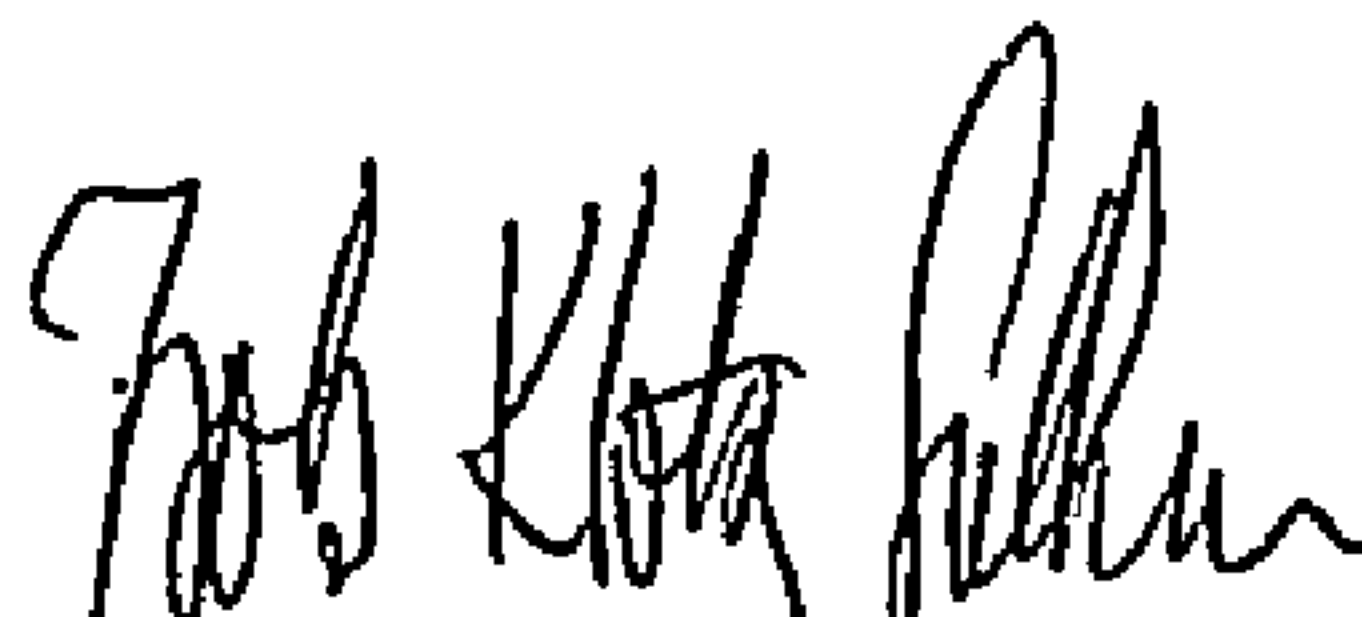
P.I.N. 05-11-325-015-0000

Commonly known as: 424 Prospect Avenue, Glen Ellyn, IL 60137

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Dated this 16th day of December, 2019.

	Village of Glen Ellyn Real Estate Transfer Tax 022338
Sale \$	<u>310,000.00</u>
Tax \$	<u>930.00</u>
Date	<u>12/18/19</u> Initials <u>CB</u>

X 
BOB KLOTZ-SADLER

HM 631L ON 101

STATE OF ILLINOIS }
DU PAGE COUNTY } SS

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY that BOB KLOTZ-SADLER, personally known to me to be the same person whose name is subscribed to the foregoing instrument as having executed the same, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the use and purpose therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 16 day of December, 2019.



Scott David Bromann
Notary Public

My Commission Expires: 11-7-2021

Future Taxes to Grantee's Address (x)

Reva 424 Prospect, LLC
116 West Illinois Street, FL 7
Chicago, IL 60654

Return this document to:

John W. Campbell
Attorney at Law
311 South Wacker Drive, #2500
Chicago, IL 60606

This Instrument was prepared by:

Scott D. Bromann
Attorney at Law
127 West Willow Avenue
Wheaton, IL 60187

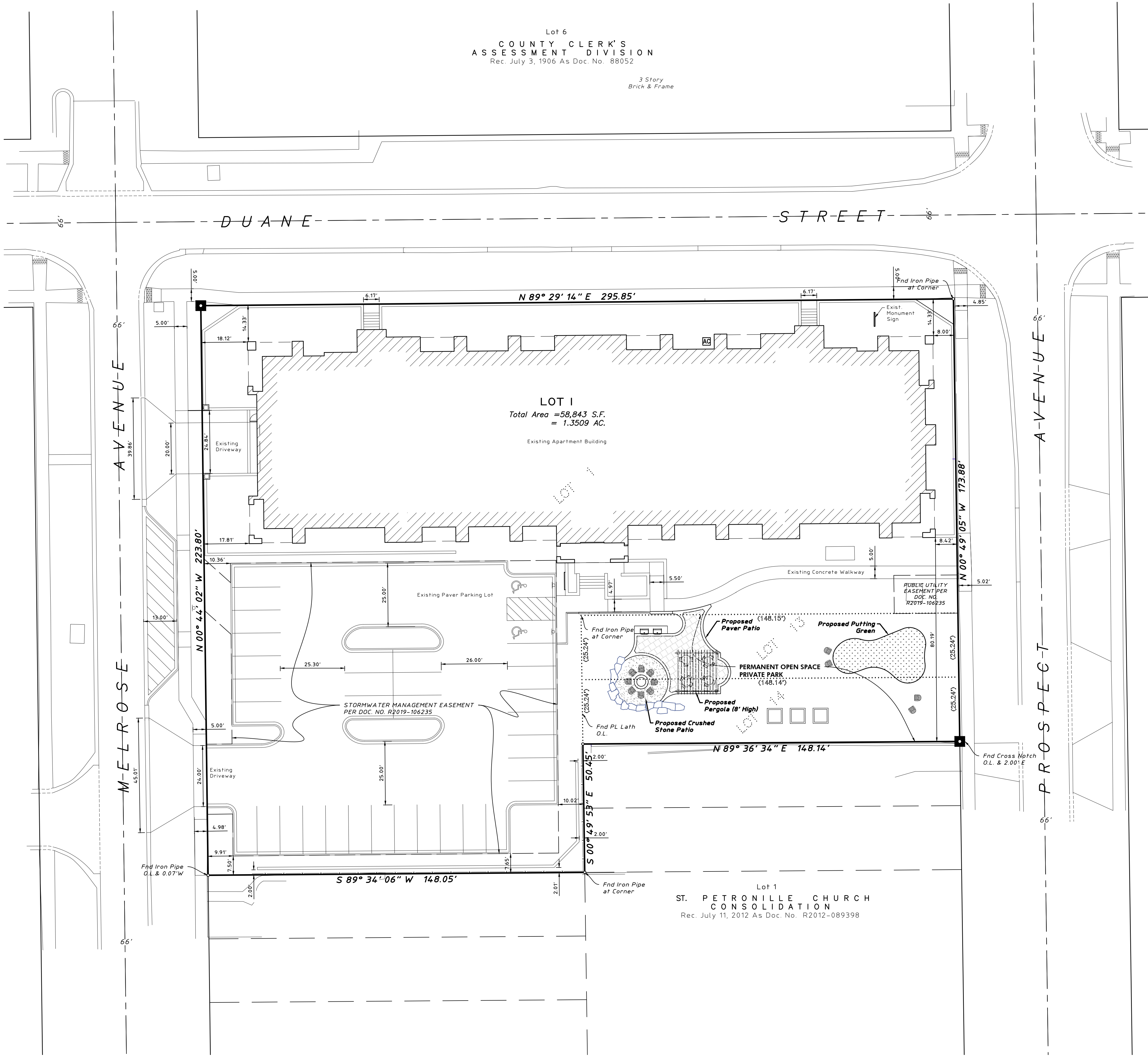
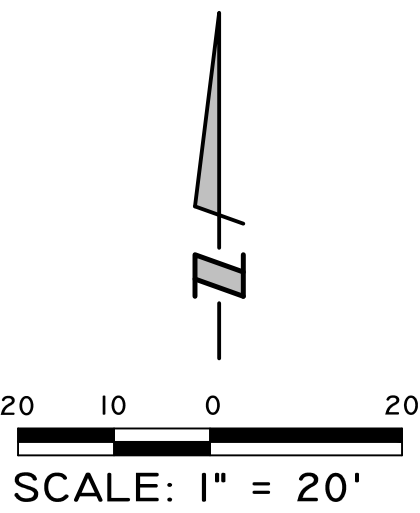
AFFIX TRANSFER TAX STAMP OR	
"Exempt under provisions of Paragraph _____" Section 4, Real Estate Transfer Tax Act.	
Date	Buyer, Seller, or Representative

MAIL PLAT TO:

HAEGER ENGINEERING LLC
CONSULTING ENGINEERS AND LAND SURVEYORS
100 EAST STATE PARKWAY
SCHAUMBURG, IL 60173

PRELIMINARY AND FINAL PLANNED UNIT DEVELOPMENT PLAT AND PLAN AVERE ON DUANE 2ND CONSOLIDATION

BEING A CONSOLIDATION OF LOT 1 IN AVERE ON DUANE CONSOLIDATION OF PART OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED NOVEMBER 15, 2019 AS DOCUMENT NUMBER R2019-106235 AND LOTS 13 AND 14 IN BLOCK 3 IN GLENWOOD, BEING C. A. PHILLIPS SUBDIVISION OF PART OF SECTION 10 AND PART OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 22, 1873 AS DOCUMENT NUMBER 16688, IN DUPAGE COUNTY, ILLINOIS.



SURVEYOR'S NOTES:

1. THE COMPLETION DATE OF THE FIELD WORK FOR THIS SURVEY IS DECEMBER 9, 2019.
2. THE BASIS OF BEARING SHOWN HEREON BASED ON NAD 83(2011) ILLINOIS EAST ZONE 1201 STATE PLANE COORDINATES AS REFERENCED FROM KARA COMPANY'S RTK NETWORK.
3. UNLESS OTHERWISE NOTED, 3/4" DIAMETER IRON PIPES WILL BE SET AT ALL LOT CORNERS IN ACCORDANCE TO THE PLAT ACT (765 ILCS 205/0.01 ET SEQ.).
4. ALL MEASUREMENTS AND DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
5. ALL EASEMENTS ARE HEREBY GRANTED UNLESS OTHERWISE NOTED.

LOT 1

LEGEND

Underlying Subdivision Lot No.	---
New Subdivision Lot No.	
Concrete Monument Set	()
Property Corner	B.S.L.
Subdivision Boundary Line	O.L.

Road Center Line	---
Underlying Lot Lines	---
New Easement Lines	---
Record	---
Building Setback Line	---
On Line	---

PREPARED FOR:

AVERE ON DUANE, LLC
AN ILLINOIS LIMITED LIABILITY COMPANY
116 W. ILLINOIS, 7TH FLOOR
CHICAGO, IL 60654

SEND NEW TAX BILL TO:

AVERE ON DUANE, LLC
AN ILLINOIS LIMITED LIABILITY COMPANY
116 W. ILLINOIS, 7TH FLOOR
CHICAGO, IL 60654

SUBMITTED BY AND RETURN TO:

VILLAGE OF GLEN ELLYN
535 DUANE STREET
GLEN ELLYN, IL 60137

PRELIMINARY AND FINAL PLANNED UNIT
DEVELOPMENT PLAT AND PLAN
AVERE ON DUANE 2ND CONSOLIDATION

BEING A CONSOLIDATION OF LOT 1 IN AVERE ON DUANE CONSOLIDATION OF PART OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED NOVEMBER 15, 2019 AS DOCUMENT NUMBER R2019-106235 AND LOTS 13 AND 14 IN BLOCK 3 IN GLENWOOD, BEING C. A. PHILLIPS SUBDIVISION OF PART OF SECTION 10 AND PART OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 22, 1873 AS DOCUMENT NUMBER 16688, IN DUPAGE COUNTY, ILLINOIS.

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF) SS

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF THE LAND DESCRIBED IN THE PLAT AND DESCRIBED HEREON AS:

LOT 1 IN AVERE ON DUANE CONSOLIDATION OF PART OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED NOVEMBER 15, 2019 AS DOCUMENT NUMBER R2019-106235 AND LOTS 13 AND 14 IN BLOCK 3 IN GLENWOOD, BEING C. A. PHILLIPS SUBDIVISION OF PART OF SECTION 10 AND PART OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 22, 1873 AS DOCUMENT NUMBER 16688, IN DUPAGE COUNTY, ILLINOIS.

AND THAT HE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED, AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

I HEREBY DEDICATE FOR PUBLIC USE THE LANDS SHOWN ON THIS PLAT FOR THOROUGHFARES, STREETS, ALLEYS, AND FACILITIES; AND I HEREBY ALSO RESERVE FOR THAT COMPANY OR COMPANIES WHICH HAVE BEEN GRANTED BY THE VILLAGE OR OTHER ENTITIES WITH THE POWER TO DO SO, FRANCHISES WITHIN THE VILLAGE FOR UTILITY SERVICES, INCLUDING NATURAL GAS, ELECTRICITY, TELEPHONE, WATER, SEWER, CABLE AND OTHER SIMILAR ENTITIES THE EASEMENT PROVISIONS, WHICH ARE STATED ON THEIR STANDARD FORM, WHICH IS ATTACHED HERETO.

THIS IS TO CERTIFY, AS OWNER OF THE PROPERTY DESCRIBED HEREIN AND LEGALLY DESCRIBED ON THE PLAT, THAT I HAVE DETERMINED TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS PROPERTY LIES WHOLLY WITHIN HIGH SCHOOL DISTRICT 87 AND ELEMENTARY SCHOOL DISTRICT 41.

116 W. ILLINOIS, 7TH FLOOR
CHICAGO, IL 60654

DATED THIS DAY OF , A.D., 20 .

BY: AVERE ON DUANE, LLC,
AN ILLINOIS LIMITED LIABILITY COMPANY

BY: AVERE ON DUANE MANAGER, LLC,
AN ILLINOIS LIMITED LIABILITY COMPANY

BY: REVA DEVELOPMENT PARTNERS, LLC,
AN ILLINOIS LIMITED LIABILITY COMPANY

BY: NAME: WARREN JAMES
TITLE: MANAGER

NOTARY CERTIFICATE

STATE OF)
COUNTY OF) SS

I, , A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT , PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNERS, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGE THAT THEY SIGNED THE ANNEXED PLAT 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 , A.D., 20 .

SIGNED: NOTARY PUBLIC

COMMISSION EXPIRES: (SEAL)

MORTGAGEE'S CERTIFICATE

STATE OF)
COUNTY OF) SS

, AS MORTGAGEE UNDER THE PROVISIONS OF A CERTAIN MORTGAGE DATED , A.D., 20 AND RECORDED IN THE RECORDER'S OFFICE OF COUNTY, ILLINOIS ON THE DAY OF , A.D., 20 AS DOCUMENT NO. HEREBY CONSENTS TO AND APPROVES THE SUBDIVISION OF LAND AND THE GRANTING OF THE EASEMENT(S) DEPICTED HEREON.

BY: ATTEST:
ITS: ITS:

NOTARY CERTIFICATE

STATE OF)
COUNTY OF) SS

THE UNDERSIGNED, A NOTARY PUBLIC IN THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT OF AND OF, WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH AND RESPECTIVELY, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID AS MORTGAGEE, FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

SIGNED: NOTARY PUBLIC

COMMISSION EXPIRES: (SEAL)

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

I, , COUNTY CLERK OF DUPAGE COUNTY, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES, AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT. GIVEN UNDER MY HAND AND SEAL AT DUPAGE COUNTY ILLINOIS.

DATED THIS DAY OF , A.D., 20 .

SIGNED: COUNTY CLERK

VILLAGE ENGINEER'S CERTIFICATE AS TO STREETS, DOMESTIC WATER, AND SANITARY SEWER SYSTEMS

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

I, , VILLAGE ENGINEER FOR THE VILLAGE OF GLEN ELLYN, DO HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT ALL MATTERS PERTAINING TO THE PLAT REQUIREMENTS AS PRESCRIBED IN THE REGULATIONS GOVERNING PLATS ADOPTED BY THE VILLAGE BOARD OF GLEN ELLYN, ILLINOIS, INSOFAR AS THEY PERTAIN TO THE SUBJECT PLAT, HAVE BEEN COMPLIED WITH. I FURTHER CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE REQUIRED PERFORMANCE SECURITY IS POSTED FOR THE COMPLETION OF THE IMPROVEMENTS COVERING SANITARY SEWERAGE SYSTEM AND DOMESTIC WATER SUPPLY AND TRANSMISSION SYSTEM UNDER JURISDICTION OF THE VILLAGE OF GLEN ELLYN, BASED ON ENGINEER'S PLANS AND SPECIFICATIONS PREPARED BY A LICENSED ENGINEER AND APPROVED BY ALL PUBLIC AUTHORITIES HAVING JURISDICTION, EXCEPT: . I FURTHER CERTIFY THAT THE STREET NAMES HAVE BEEN EXAMINED BY ME AND FOUND TO COMPLY WITH THE VILLAGE OF GLEN ELLYN REGULATIONS.

DATED AT GLEN ELLYN, DUPAGE COUNTY, ILLINOIS, DAY OF , A.D., 20 .

SIGNED: VILLAGE ENGINEER

CERTIFICATE AS TO SPECIAL ASSESSMENTS

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

I, , VILLAGE COLLECTOR OF THE VILLAGE OF GLEN ELLYN, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THE PLAT.

DATED AT GLEN ELLYN, DUPAGE COUNTY, ILLINOIS, THIS DAY OF , A.D., 20 .

SIGNED: VILLAGE COLLECTOR

PLANNING COMMISSION CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF GLEN ELLYN, DUPAGE COUNTY, ILLINOIS, DAY OF , A.D., 20 .

SIGNED: CHAIRMAN

ATTEST: RECORDING SECRETARY

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

APPROVED BY THE PRESIDENT AND VILLAGE BOARD OF THE VILLAGE OF GLEN ELLYN, DUPAGE COUNTY, ILLINOIS, THIS DAY OF , A.D., 20 .

SIGNED: PRESIDENT

ATTEST: CLERK

I, , VILLAGE CLERK OF THE VILLAGE OF GLEN ELLYN, ILLINOIS, DO HEREBY CERTIFY THAT THE ANNEXED PLAT WAS PRESENTED TO AND BY ORDINANCE DULY APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF GLEN ELLYN, AT ITS MEETING HELD ON , A.D., 20 IN WITNESS WHEREOF I HAVE HEREUNTO SET THE SEAL OF THE VILLAGE OF GLEN ELLYN, ILLINOIS.

SIGNED: VILLAGE CLERK

DUPAGE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

THIS INSTRUMENT NO. , WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS,

ON THE DAY OF , A.D., 20 AT O'CLOCK M.

RECORDER OF DEEDS

SURFACE WATER DRAINAGE CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS

WE HEREBY CERTIFY TO THE BEST OF OUR KNOWLEDGE AND BELIEF THAT ADEQUATE PROVISIONS HAVE BEEN MADE FOR THE DIVERSION AND DETENTION OF SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WITHIN THE RIGHTS OF THE SUBDIVIDER AND THAT SUCH SURFACE WATERS WILL NOT BE DEPOSITED ON ADJACENT LAND OWNERS' PROPERTY IN SUCH CONCENTRATION AS MAY CAUSE DAMAGE BY EROSION OR SEDIMENTATION TO SUCH PROPERTY BECAUSE OF CONSTRUCTION OF THE SUBDIVISION.

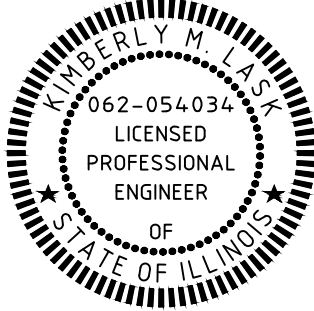
BY: AVERE ON DUANE, LLC,
AN ILLINOIS LIMITED LIABILITY COMPANY

BY: AVERE ON DUANE MANAGER, LLC,
AN ILLINOIS LIMITED LIABILITY COMPANY

BY: REVA DEVELOPMENT PARTNERS, LLC,
AN ILLINOIS LIMITED LIABILITY COMPANY

BY: NAME: WARREN JAMES
TITLE: MANAGER

BY: DATED
ILLINOIS PROFESSIONAL ENGINEER
NO.



EXPIRES 11-30-21

PROFESSIONAL AUTHORIZATION

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, LEENDERT KLEINJAN, A PROFESSIONAL LAND SURVEYOR OF THE STATE OF ILLINOIS, LICENSE NUMBER 35-3760, DO HEREBY AUTHORIZE VILLAGE OF GLEN ELLYN, TO PLACE THIS DOCUMENT OF RECORD IN THE COUNTY RECORDERS OFFICE IN MY NAME AND IN COMPLIANCE WITH THE ILLINOIS STATUTES CHAPTER 109 PARAGRAPH 2, AS AMENDED.

SCHAUMBURG, ILLINOIS

LEENDERT KLEINJAN
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3760
MY LICENSE EXPIRES NOVEMBER 30, 2022 AND IS RENEWABLE

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS

THIS IS TO CERTIFY THAT I, LEENDERT KLEINJAN, AN ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3760 HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

LOT 1 IN AVERE ON DUANE CONSOLIDATION OF PART OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED NOVEMBER 15, 2019 AS DOCUMENT NUMBER R2019-106235 AND LOTS 13 AND 14 IN BLOCK 3 IN GLENWOOD, BEING C. A. PHILLIPS SUBDIVISION OF PART OF SECTION 10 AND PART OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 22, 1873 AS DOCUMENT NUMBER 16688, IN DUPAGE COUNTY, ILLINOIS.

AS SHOWN BY THE ANNEXED PLAT, WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF. I FURTHER CERTIFY THAT ALL REGULATIONS ENACTED BY THE VILLAGE BOARD RELATIVE TO PLATS AND SUBDIVISIONS HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT.

I FURTHER CERTIFY THAT UPON COMPLETION OF CONSTRUCTION BUT NOT LONGER THAN ONE YEAR FROM THE RECORDING OF THIS PLAT, CONCRETE MONUMENTS, AS SHOWN, AND IRON PIPES AT ALL LOT CORNERS AND POINTS OF CHANGE IN ALIGNMENT WILL BE SET, AS REQUIRED BY THE PLAT ACT (765 ILCS 205/0.01 ET SEQ.).

I FURTHER CERTIFY THAT THE PROPERTY SHOWN ON THE PLAT HEREON IS SITUATED WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF GLEN ELLYN, DUPAGE COUNTY, ILLINOIS, WHICH HAS ADOPTED A COMPREHENSIVE PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE II OF ILLINOIS MUNICIPAL CODE AS HERETOFORE AND HEREAFTER AMENDED.

I FURTHER CERTIFY THAT BASED ON INFORMATION PROVIDED ON THE FLOOD INSURANCE RATE MAP COMMUNITY - PANEL NO. 17043C0064J AND 17043C0162J DATED AUGUST 1, 2019 PRODUCED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR DUPAGE COUNTY, ILLINOIS, THE PROPERTY SHOWN AND DESCRIBED HEREON IS LOCATED WITHIN ZONE X, WHICH IS DEFINED BY FEMA AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN."

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS OF PRACTICE APPLICABLE TO BOUNDARY SURVEYS.

SCHAUMBURG, ILLINOIS JUNE 25, 2021

BY: ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3760



EXPIRES 11-30-22

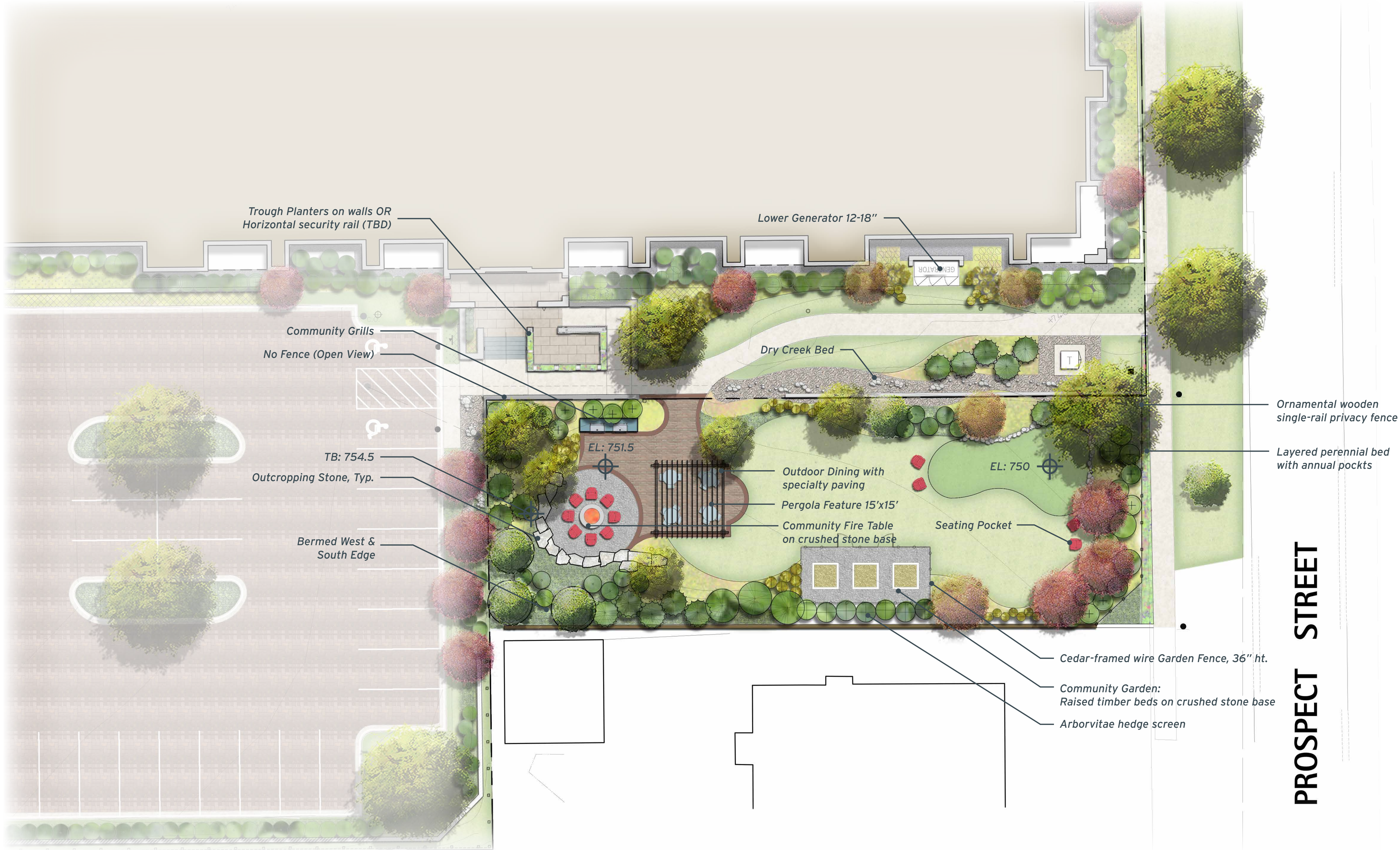
Originally Prepared: 06/25/21 Project No. 17-189

HAEGE ENGINEERING
consulting engineers • land surveyors

100 East State Parkway, Schaumburg, IL 60173
Tel: 847.394.6600 Fax: 847.394.6608
Illinois Professional Design Firm License No. 184-003152
www.haegerengineering.com

Ordered By: REVA Development
Order No. : 17-189

2	08-30-2021	Village Review (Added Dimensions)
1	08-02-2021	Village Review (Renamed Plat, Added Certs, Added Park)
No.	Date	Revision



PROSPECT STREET

AVERE ON DUANE
PROSPECT PARK
437 DUANE STREET

SECTION 11 TOWNSHIP 39 NORTH RANGE 10 EAST
GLEN ELLYN, ILLINOIS
DuPAGE COUNTY

DEVELOPER / OWNER:
REVA Development Partners, LLC
116 W. Illinois Street, Floor 7
Chicago, IL 60654
Tel: 312-464-8800

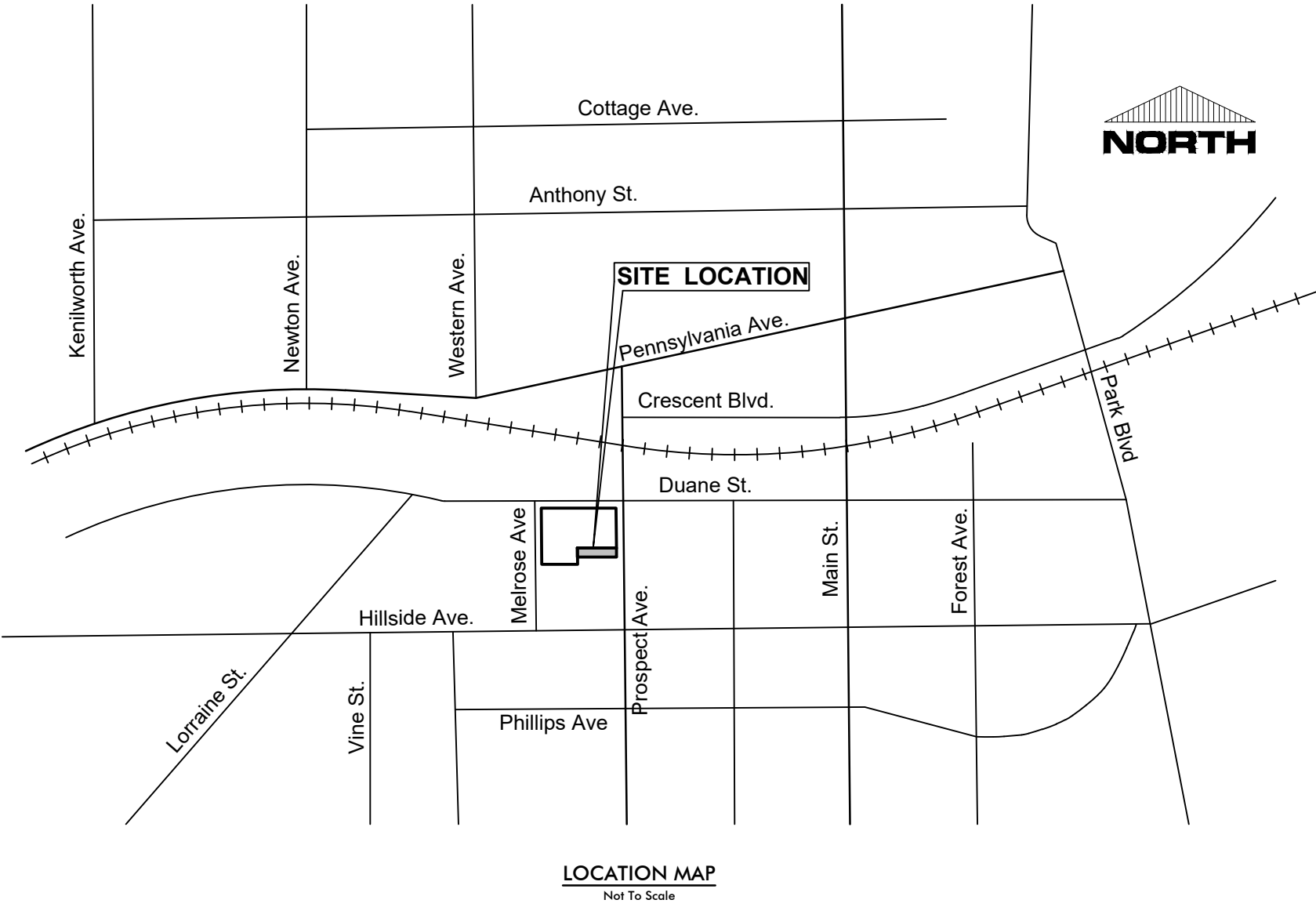
PREPARED BY:
Haeger Engineering LLC
Illinois Prof. Design Firm #184-003152
100 E. State Parkway
Schaumburg, IL 60173
Tel: 847-394-6600
Fax: 847-394-6608
www.haegerengineering.com

VILLAGE:
Village of Glen Ellyn
355 Duane Street
Glen Ellyn, IL 60137
Tel: 630-469-5000
Fax: 630-469-8849

BENCHMARKS:

Site Benchmark:
GP # 4094 (See Survey)
Description: Bolt on Hydrant
Elevation: 745.96 NAVD 88 (Geoid 12A)

CP # 603 (See Survey)
Description: Cross Notch in Sidewalk
Elevation: 745.02 NAVD 88 (Geoid 12A)



INDEX TO SHEETS	
NO.	DESCRIPTION
C1.0	TITLE SHEET
C2.0	GENERAL NOTES & SPECIFICATIONS AND TYPICAL DETAILS
C3.0	EXISTING CONDITIONS & DEMOLITION PLAN
C4.0	SITE MANAGEMENT PLAN FOR CONSTRUCTION
C5.0	FINAL PUD SITE PLAN AND GRADING PLAN

Existing Symbol	Description	Proposed Symbol
	Storm Sewer Manhole	
	Catch Basin	
	Inlet	
	Flared End Section	
	Headwall	
	Area Drain	
	Sanitary Sewer Manhole	
	Clean Out	
	Storm Sewer	
	Storm Sewer Service	
	Perforated Underdrain	
	Sanitary Sewer	
	Sanitary Sewer Service	
	Combined Sewer	
	Force Main	
	Water Main	
	Water Main Service	
	Fire Hydrant	
	Valve Vault	
	Valve Box	
	B-Box	
	Well Head	
	Light Pole	
	Light Pole With Mast Arm	
	Traffic Signal	
	Traffic Signal With Mast Arm	
	Hand Hole	
	Fence	
	Guardrail	
	Pipe Bollard	
	Sign	
	Gas Valve	
	Gas Line	
	Electric Line	
	Overhead Utility Line	
	Fiber Optic Line	
	Electrical Pedestal	
	Electric Manhole	
	Guy Wire	
	Utility Pole	
	Telephone Pedestal	
	Telephone Manhole	
	Telephone Line	
	Cable TV Line	
	Cable TV Pedestal	
	Flagpole	
	Mailbox	
	Handicapped Parking Stall	
	Number of Parking Stalls	
	Curb & Gutter	
	Reverse Pitch Curb & Gutter	
	Depressed Curb	
	Retaining Wall	
	Curb Elevation and Gutter/Pavement Elevation	
	Pavement Elevation	
	Sidewalk Elevation	
	Ground Elevation	
	Top of Wall Elevation	
	Bottom of Wall Elevation	
	Open Lid Frame & Grate	
	Closed Lid Frame & Lid	
	Swale	
	Hardscape Flow	
	Softscape Flow	
	Contour Line	
	Wetland	
	Wetland Buffer	
	Normal Water Level	
	High Water Level	
	Flood Plain	
	Flood Way	
	Deciduous Tree	
	Coniferous Tree	
	Bush	
	Brushline	
	Soil Boring	
	Over Land Flow Route	
	Recommended Garage Hand With Driveway Slope	



Know what's below.
Call before you dig.

Note:
Call 811 at least 48 hours, excluding weekends and holidays, before you dig.



Revision	Date	No.
Village Review	08-30-2021	3
Village Review	08-03-2021	2
Contractor Revisions (Added Drain, Driveway Removal, Tree Removal)	07-27-2021	1

HAEGER ENGINEERING
consulting engineers • land surveyors
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TITLE SHEET
AVERE ON DUANE
PROSPECT PARK
GLEN ELLYN, ILLINOIS

Project Manager: K M L
Engineer: K M L
Date: 06-25-2021
Project No. 17189
Sheet C1.0

GENERAL NOTES

- Definition of Terms:
 - "Owner" shall mean the person or entity with which Haeger Engineering, LLC has been contracted to prepare the Plans and Specifications.
 - "Engineer" shall mean Haeger Engineering, LLC.
 - "Contractor" shall mean the persons or entities responsible for performing and constructing the work described in the Plans, Specifications and other Construction Documents including but not limited to furnishing all labor, materials, tools, equipments, and other incidentals necessary.
 - "Plans and Specifications" shall mean the Engineering Drawings and any Specifications prepared by Haeger Engineering, LLC, the Engineer.
 - "Jurisdictional Agency" shall mean any local, municipal, county, township, state or federal entity of government or other entity having jurisdiction of some aspect of the project from whom approval, permit and/or review and approval was required.
- The Specifications governing this project are as follows:
 - All applicable Village/City and other applicable Jurisdictional Agency Ordinances, Codes, Regulations, Requirements, Policies, Specifications, Standards, etc.
 - Roadway and Earthwork construction shall conform to the Illinois Department of Transportation (IDOT) "Standard Specifications for Road and Bridge Construction", latest edition and any subsequent "Supplemental Specifications and Recurring Special Provisions" as well as any applicable IDOT Highway Standards. Hereafter these items shall be collectively be referred to as the IDOT Standard Specifications.
 - Water Main, Storm Sewer, and Sanitary Sewer construction shall conform to the "Standard Specifications for Water and Sewer Construction in Illinois", latest edition.
 - Soil Erosion and Sedimentation Control shall conform to the Illinois Environmental Protection Agency (IEPA) "Illinois Urban Manual" (IUM), latest edition and "Illinois Procedures and Standards for Urban Soil Erosion and Sedimentation Control", latest edition.
 - Traffic Control shall conform to the "Manual of Uniform Traffic Control Devices" (MUTCD), latest edition, as well as the latest edition of the "Illinois Supplement to the MUTCD", and IDOT "Quality Standard for Work Zone Traffic Control Devices", latest edition.
 - All handicap accessibility items shall conform to the Illinois Accessibility Code (IAC), latest edition.
 - General Notes and Specifications contained herein or elsewhere as a separate document.If a conflict, contradiction, or discrepancy occurs between any of the above Specifications the more stringent requirements shall apply, unless directed otherwise by the applicable Jurisdictional Agency.
- Contract Documents:
 - The Engineer's Plans and Specifications shall be included as part of the Contract Documents.
 - All Contractors shall carefully examine the Plans and Specifications, and other Contract Documents prepared for the work. They shall visit the site of the work and acquaint themselves with all local conditions, codes, and requirements affecting the contract. If awarded the contract they shall not be allowed extra compensation by reason of any unforeseen difficulties or obstacles which the Contractor could have discovered or reasonably anticipated or inferred prior to bidding or start of construction.
 - Should it appear that the work covered by the Plans and Specifications or other Contract Documents is not sufficiently detailed or explained, a Request For Information (RFI) Form shall be submitted to the Engineer for further explanations and drawings as may be necessary to clarify the point in question prior to the contract award. It is the intention of the Contract Documents to provide a job complete in every respect. Incidental items or accessories necessary to complete the work may not be specifically noted or shown but that are necessary to complete the project shall be considered incidental to the Contract. The Contractor shall be responsible for this result and to turn over the project in complete operating condition, irrespective of whether the contract documents cover every individual item in minute detail.
 - The Contractor shall review the subsurface exploration and geotechnical report (a.k.a. soil boring report) prepared by dated to become familiar with the subsurface soil conditions for the site. Copies of all such soil boring reports for the property can be obtained from the Owner. If any additional soils data is needed to confirm the Contractor's opinions of the subsurface conditions, this shall be done at the Contractor's expense. The Contractor shall obtain the Owner's written authorization to access the site to conduct a supplemental soils investigation. The Owner and Engineer make no representation or warranty regarding the number, location, spacing or depth of borings taken, nor of the accuracy or reliability of the information given in the results thereof. Furthermore, the Owner and Engineer assume no responsibility for the possibility that during construction, the soil and groundwater conditions may vary between borings or are different than previously indicated. Any bracing, sheeting, dewatering or special construction methods deemed necessary by the Contractor in order to install the proposed improvements shall be considered incidental to the Contract and no additional compensation will be allowed.
 - Should any apparent errors, omissions, discrepancies or conflicts be discovered on the Plans, Specifications, Quantities or other Contract Documents by the Contractor, whether prior to or after the award of the contract, the Engineer's attention shall be called to the same before work is begun thereon, so that proper clarification can be provided or revision made. If any work is done without contacting the Engineer, it shall be considered that the Contractor has proceeded at their own risk and expense.
 - Whenever the performance of work is indicated on the Plans, and no specific item is included in the Contract for payment, the work shall be considered incidental to the Contract and no additional compensation will be allowed. The Contractor shall provide all necessary labor, material, equipment, etc. necessary to perform all the work required for construction of the proposed improvements.
 - The base plan/drawing for the Engineering Plans (existing conditions, site topography, utilities, rights-of-way, etc.) was obtained from the asbuilt survey prepared by:

Haeger Engineering LLC
100 East State Parkway
Schaumburg, IL 60173
847-394-6600
Job No.: 17189
Date: May 26, 2021
- The Owner shall obtain the necessary approvals from the following Jurisdictional Agencies:
 - Village of Glen Ellyn
- The Contractor, unless otherwise agreed upon in writing with the Owner prior to the start of Construction, shall at his own expense, obtain all other approvals including permits, licenses, etc., as may be required for the execution of this work as well as provide all necessary notices, pay all fees required, post bonds, obtain all necessary insurance and other approvals, rules, and regulations relating to the work and to the preservation of public health and safety. The Contractor shall also provide all required insurance and/or bonds as may be required by the Jurisdictional Agencies. In addition, the Contractor shall meet all of the requirements of any permits as might be issued for this work by other Agencies, and shall pay for at their sole expense any surety, insurance or bonds as may be required by the Jurisdictional Agencies.
- No work shall proceed until the appropriate permit or permits have been obtained for the item or items to be constructed. If any work does proceed without the appropriate permits or approvals, it is being done without the permission or consent of the Engineer. The Contractor and Party authorizing the work to proceed shall be assumed to be proceeding at their own risk and the Engineer shall not be held liable or responsible for any work being performed without the appropriate permits or approvals.
- The Contractor shall indemnify and hold harmless the Owner, Engineer, Village/City, and other Jurisdictional Agencies as well as all of their respective officers, employees, agents, and Engineers from and against all losses, claims, demands, payments, suits, actions, recoveries, and judgment of every nature and description brought or recovered against them, by reason of any act, error or omission of said Contractor, their agents or employees in the execution of the work or in the guarding of it.
- The construction shall be under the general inspection and observation of the designated individual authorized by the Village/City or other applicable Jurisdictional Agencies. The Village/City, Jurisdictional Agencies, Owner, and Engineer shall be notified at least two working days prior to the commencement of work.
- The location of existing underground utilities such as water mains, sewers, gas lines, electric lines, cable TV lines, fiber optic lines, etc., as shown on the Plans, has been determined from the best available information and has been provided for the convenience of the Contractor. However, the Owner and Engineer do not assume responsibility in the event that during construction, utilities other than those shown may be encountered and that the actual location of those which are shown may be different from the location as shown on the Plans. The Contractor is to verify the location of all utilities prior to the start of work and is responsible for damage to the same. The Contractor shall contact J.U.L.I.E. or Digger by dialing 811 (Outside the City of Chicago - J.U.L.I.E.: 1-800-892-0123 or within the City of Chicago - Digger: 312-744-7000) and the Village/City Public Works Department for utility locations at least 48 hours, excluding weekends and holidays, before digging. For any utility companies which are not members of J.U.L.I.E. or DIGGER, the Contractor shall contact the Owners of each respective utility directly for utility locations at least 48 hours, excluding weekends and holidays, before digging.
- In some instances, the existing utilities are shown on the Plans according to information obtained from the utility companies (atlas information) and/or surveys performed by Others. The Owner and Engineer do not guarantee the accuracy or completeness of this information. The Contractor shall be aware of potential conflicts with existing or other proposed utilities as indicated on the Plans or that become apparent as the result of field locates by Others. The Contractor shall make their own investigations as necessary to determine the existence, nature, and location of all utility lines and related appurtenances within the limits or adjacent to the proposed improvements. The Contractor shall locate all utilities far enough in advance to avoid any damage to existing utilities and proposed improvements and make the Engineer aware of any such conflicts. If the Contractor encounters a conflict between the proposed improvements and existing utility that was not located in advance by the Contractor, then the Contractor shall at no cost to Owner, relocate the proposed improvements and/or utility to avoid the conflict.
- The Contractor will be required to cooperate with all utility companies involved in connection with the removal, temporary relocation, construction, reconstruction or abandonment by these companies of any and all services or facilities owned or operated by them within the limits or general vicinity of the proposed improvements. Further, at the direction of the Owner and Utility Companies the Contractor shall coordinate the location and install PVC sleeves as necessary under the proposed pavement, curbs, walks, etc. for utility companies to run their proposed utility lines.
- Before doing any work which will damage, disturb or leave unsupported, or unprotected any utility lines

- or related appurtenances encountered, the Contractor shall notify the respective Owner thereof, who will make all arrangements for relocating, adjusting, bracing, or otherwise maintaining or abandoning service on lines that fall within the limits of the proposed construction without cost to the Contractor, including the removal of all cables, manhole covers and other related appurtenances which the Owner desires to salvage. After such arrangements have been made, the Contractor will proceed with the work as directed by the Engineer. All utility lines and related appurtenances which are abandoned shall be removed if necessary and legally disposed of legally off-site by the Contractor.
- No extra compensation will be allowed by the Contractor for any work complying with all of these aforementioned utility coordination and cooperation requirements, or because of delays, inconvenience or interruptions in their work resulting from the failure of any utility company to remove, relocate, construct, reconstruct or abandon their services. The responsibility for prompt and timely removal, relocation, reconstruction or abandonment of their facilities by all utility companies involved, or the coordination of their own work with that of these companies to the end that work on this improvement is not delayed because of the necessary changes in the existing utilities, public or private, shall rest upon the Contractor.
- Prior to commencing work, the Contractor is to field check and verify all critical locations, elevations, materials, sizes, dimensions, and conditions affecting the work, and notify the Engineer immediately if there are any suspected discrepancies. No work shall be performed until the suspected discrepancy has been resolved. The Contractor shall also call to the attention of the Engineer any errors or discrepancies which may be suspected in the lines and grades which are established by the Surveyor, and shall not proceed with the work until any lines and grades which are to be believed to be in error have been verified or corrected by the Engineer.
- The Contractor shall maintain positive drainage at all times during construction. Construction shall not block off-site drainage and the flow from any drainage ways, field tiles, storm sewers or similar draining off-site properties. All on-site existing field tiles, storm sewers, drainage ways or similar encountered or damaged during construction shall be maintained, restored to their original pre-construction condition or better, properly re-routed, and/or connected to the proposed stormwater drainage system. If this can't be accomplished then the field tile should be repaired or re-routed with new pipe of similar diameter to the original line and put back in service. The Contractor shall notify the Engineer if any such field tiles are encountered. Whenever during any construction activities any loose material is deposited in the flow line of gutters, ditches, drainage structures, etc. such that the natural flow of water is obstructed, this material shall be removed by the responsible party.
- Prior to commencement of construction, on sites that will ultimately result in the disturbance of one (1) acre or more, the Contractor shall be responsible for obtaining a copy of the notice of coverage letter and the IEPA National Pollutant Discharge Elimination System (NPDES) General Permit ILR10 from the Owner. The Owner together along with the Contractor and/or other entities if so designated by the Owner, shall be responsible for ensuring that all the requirements of the General Permit and the Storm Water Pollution Prevention Plan (SWPPP) including but not limited to the installation, maintenance as well as the installation of any additional measures necessary that may be required, and inspections of the soil erosion and sediment control measures as well as completing all of the necessary applicable certifications, reports, logs, etc. Inspections are required to be performed at least once every seven (7) calendar days and within 24 hours of the end of a storm event of 0.5 inches of rain (or equivalent snowfall) or greater. The SWPPP and all the required paperwork shall be kept on-site and be organized and ready for viewing.
- No construction activities, disturbance or fill shall occur within the limits of natural resources such as wetlands, floodplains, creeks, streams, ponds, lakes, basins, reservoirs, etc. or their respective buffers unless specifically specified on the Plans and further that the work has been permitted. The Contractor shall take sufficient precautions to protect these natural resources that are to be retained, whether on-site or on adjacent property, to protect them from sediment, fuels, petroleum products, or other harmful materials that may be a detriment. The Contractor shall conduct and schedule their construction so as to avoid siltation, or other disturbance or impact to these natural resource areas. The Contractor shall not disturb or otherwise impact these designated natural resource areas, or areas that have been designated to be protected or as essential habitat for State or Federal listed endangered or threatened species, or Prairie or Savannah areas where the Owner has made commitments for protection of these areas. Also, if previously unidentified natural resource areas, prairies, savannahs, or areas or locations suspected of containing protected species are identified during construction, the Contractor shall not disturb them unless written permission to do so is granted by the Owner or applicable Jurisdictional Agency. If the Owner, Engineer, or applicable Jurisdictional Agency determines that additional measures are necessary to prevent or mitigate project effects on natural resource areas, prairies, savannahs, protected species, or essential habitat the Contractor shall cooperate in accomplishing these measures.
- The Contractor shall confine their activities to within the project boundaries, work areas, or easements specified. No work shall be performed on adjacent private property or outside the project work areas without the written permission of each respective Owner. The Contractor shall be liable for damage caused to existing or newly installed improvements as well as to adjacent property or areas outside designated work areas, provided damage is a result of Contractor action, or lack thereof.
- The Contractor is responsible for returning all areas affected by equipment, materials and/or laborers to pre-construction condition or better. All existing utilities or improvements, including but not limited to pavements, curbs, drives, trees, and pathways damaged or removed during construction shall be promptly restored to their respective original pre-construction condition or better. The Contractor is also responsible for protecting all newly constructed work from damage until the project has been completed and has been approved and accepted by the Owner.
- Clean-up and final restoration shall be performed immediately upon completion of each phase of the work or when directed to do so by the Owner, County, State or Federal rules and regulations. The Contractor shall be responsible for returning all areas affected by equipment, materials and/or laborers to their original pre-construction condition or better, and shall include but not be limited to, restoration of maintained lawns and rights-of-way, roadways, driveways, sidewalks, ditches, landscaping, fences, mailboxes, storm sewers, drain tiles, sanitary sewers, water mains, etc. It shall also be the responsibility of the Contractor to remove from the site any and all materials and debris which results from their construction operations at no additional expense to the Owner.
- All proposed grades shown on the Plans shall be considered to be finished grade surface elevations unless noted otherwise.
- Construction staking/layout shall be provided by the Contractor and shall be included in the Contract Price unless otherwise agreed upon in writing with the Owner prior to the start of Construction.
- All Construction means and methods, techniques, procedures, scheduling, sequencing, and job site safety is the sole responsibility of the Contractor.
- The Contractor shall observe and comply with all the Occupational Safety and Health Administration (OSHA) standards, rules and regulations, as well as any other applicable local, state and federal safety requirements.
- All trenching, shoring, bracing and construction work performed shall be in accordance with the Occupational Safety and Health Administration (OSHA) standards.
- The Contractor shall take whatever steps necessary to protect the public from open trenches, excavations, and other site obstructions or hazards. No trenches, excavations or holes in the pavement or parkway are to be left open over a holiday, weekend, or after 3 p.m. on the day preceding a holiday or weekend.
- During construction the Contractor and their Sub-Contractors shall keep the premises clean by removing all rubbish, debris, waste material and other accumulations as necessary. The Contractor shall clean the premises to the satisfaction of the Village/City and Owner.
- The Contractor shall have appropriate equipment and material including street sweepers and end loaders available on-site at all times when equipment or vehicles are using existing public or private roads and pavement. The Contractor shall immediately remove any sediment or debris including but not limited to dirt, mud, clay, sediment, concrete, gravel, sand, stones, plant material, refuse, garbage, oil, grease, etc. deposited on any roadway, street, walk, alley or other pavement by any equipment, vehicles or personnel associated with this project. This work shall be considered incidental to the Contract.
- The Contractor shall at all times maintain proper dust control at the site and shall have a watering truck readily available during all working hours. The Contractor shall water the entire site whenever the site conditions become unhealthy due to blowing soil or dust. The site shall be watered as many times per day as necessary to maintain a healthy work site as determined by the Owner or Engineer. Water for non-emergency use shall not be obtained from any fire hydrant, unless the fire hydrant is metered with a proper backflow preventer in accordance with Village/City or Jurisdictional Agency requirements. The cost to furnish dust control shall be incidental to the cost of Construction.
- Trees not marked for removal shall be protected as necessary by the Contractor. In the event that a tree is damaged by the Contractor during construction, the Contractor shall replace such tree with a tree or trees in accordance with Village/City requirements. If the Village/City does not have specific tree replacement requirements, the damaged existing or newly planted tree shall be replaced in accordance with the procedures outlined in Section 205 of the IDOT Standard Specifications. The Contractor shall ensure that they are familiar with the applicable tree preservation requirements and shall be held responsible for the replacement of all damaged trees not designed for removal, and any penalties associated with the unapproved removal of trees.
- Where overhanging branches, limbs, or roots interfere with the required construction activities, said branches, limbs, or roots shall be trimmed or pruned as necessary in accordance with Section 201 of the IDOT Standard Specifications. This work shall be performed under the supervision of an approved arborist or landscape architect.
- The Contractor is responsible for the installation and maintenance of adequate signs, traffic control devices, and warning devices, in accordance with the Plans, applicable IDOT Standard Specifications and the MUTCD Standards to inform and protect the public during the construction of the project. The Contractor shall provide all signage, barricades, devices, equipment, personnel, etc. necessary to provide for safe and efficient traffic flow in all areas where the work will interrupt, interfere or cause a change in any form, the conditions of traffic flow that existed prior to the commencement of any portions of the work. Roadways shall remain open to a degree satisfactory to the Owner or applicable Jurisdictional Agency which at their discretion may require the Contractor to furnish traffic control under these or other circumstances where in their opinion it is necessary for the protection of life and property. Emergency vehicle access along with access to fire hydrants shall be maintained at all times. Further, unless authorized by the Owner, all existing access points shall be maintained at all times by the Contractor.
- Where noted in the Plans, the Contractor shall have Shop Drawings and any other required supporting documentation or calculations prepared and submitted for review and approval prior to any fabrication, placement, or construction. If structural elements such as retaining walls are required, the drawings and any required supporting design calculations must be prepared, signed and sealed by an Illinois licensed Structural Engineer.
- The Contractor is responsible for having a set of approved Plans and Specifications with the latest revision date on the job site at all times during the construction period.

- The Contractor shall maintain a clean, legible, undamaged set of Field Marked Construction Plans. These Field Marked Construction Plans shall show the location of the actual installed location of all underground utilities including related appurtenances (sanitary, storm, water, service stubs, gas, telephone, electric, cable TV, etc.) giving particular attention to concealed elements that would be difficult to measure and record at a later date. Any approved modifications, deviations, or alterations from the approved Plans should also be noted and shown on these Field Marked Construction Plans. These Field Marked Construction Plans shall be provided to the Owner/Engineer at the completion of the work.
- All work that is performed that is not in conformity with the Plans, Specifications or other Contract Documents or that is defective shall be removed and replaced, or otherwise corrected or remedied by and at the sole expense of the Contractor. Any unauthorized work or work performed beyond the limits or in excess of that shown on the Plans will not be measured or paid for.
- All work performed under the Plans, Specifications or other Contract Documents shall be guaranteed against all defects in materials and workmanship of whatever nature by the Contractor and his surety for a minimum period of 12 months from the date of final acceptance of the work by the Village/City, other applicable Jurisdictional Agencies, and the Owner, unless otherwise agreed upon in writing with the Owner prior to the start of construction.
- All work performed under the Plans, Specifications or other Contract Documents shall be guaranteed against all defects in materials and workmanship of whatever nature by the Contractor and his surety for a minimum period of 12 months from the date of final acceptance of the work by the Village/City, other applicable Jurisdictional Agencies, and the Owner, unless otherwise agreed upon in writing with the Owner prior to the start of construction.
- If required, the Owner shall have As-built or Record Drawings prepared and submitted to the Village/City and all other applicable Jurisdictional Agencies for approval after the completion of construction. These drawings shall be prepared in accordance with the Village/City and other applicable Jurisdictional Agency requirements. The As-built or Record Drawings must be prepared, and signed and sealed by a registered professional Engineer in Illinois.

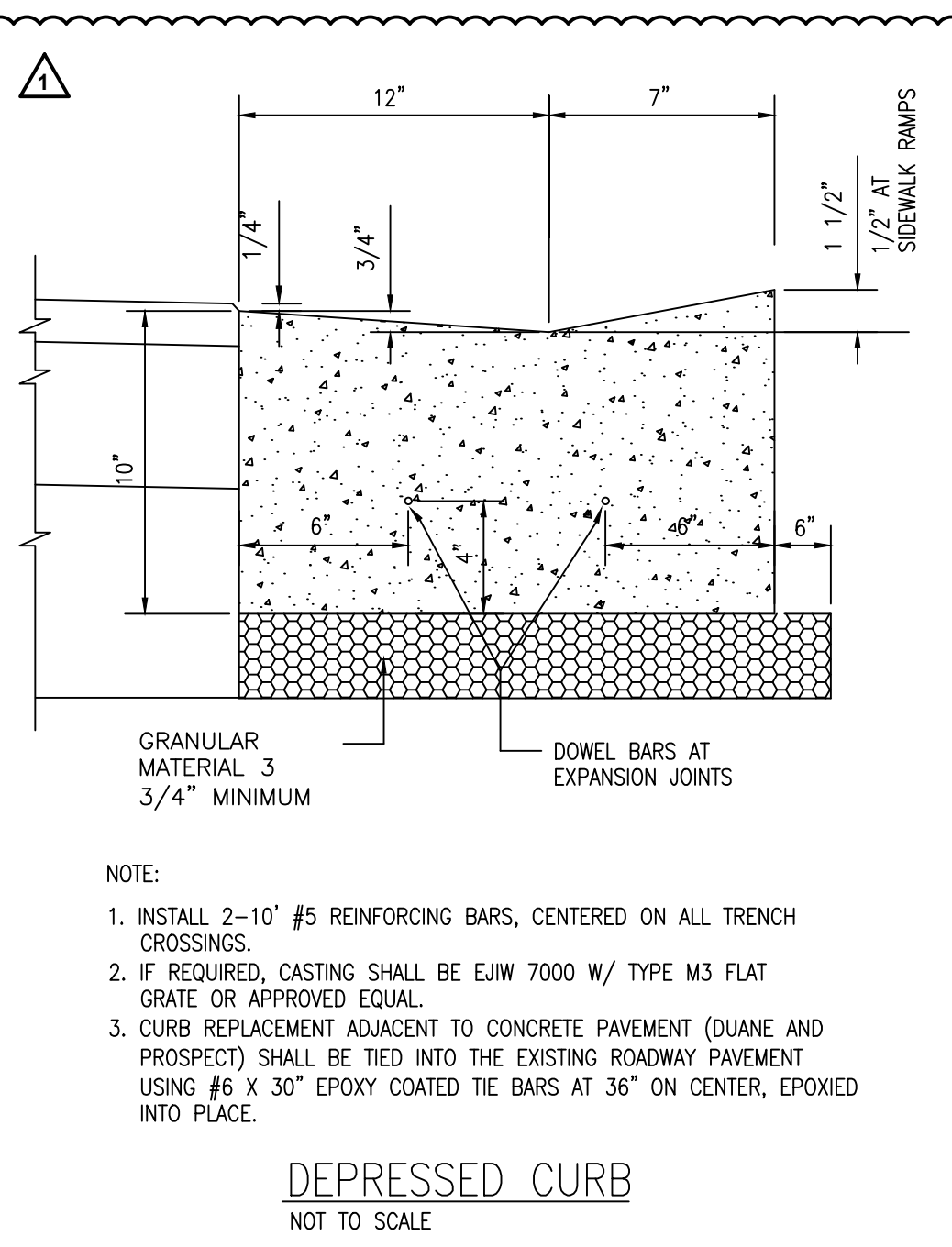
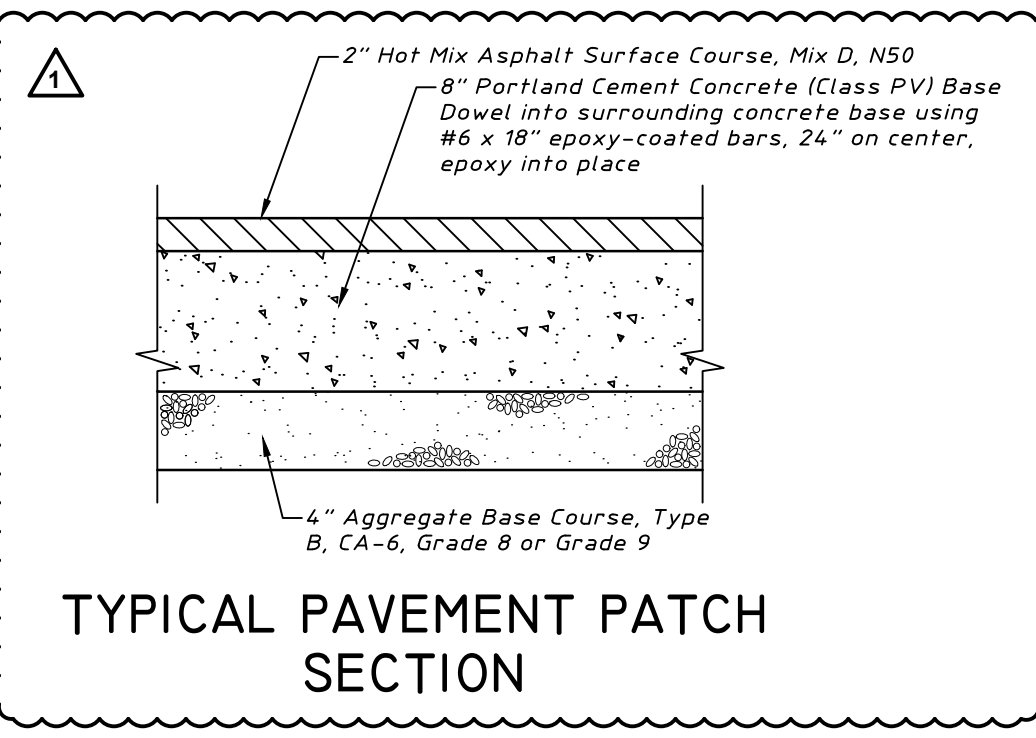
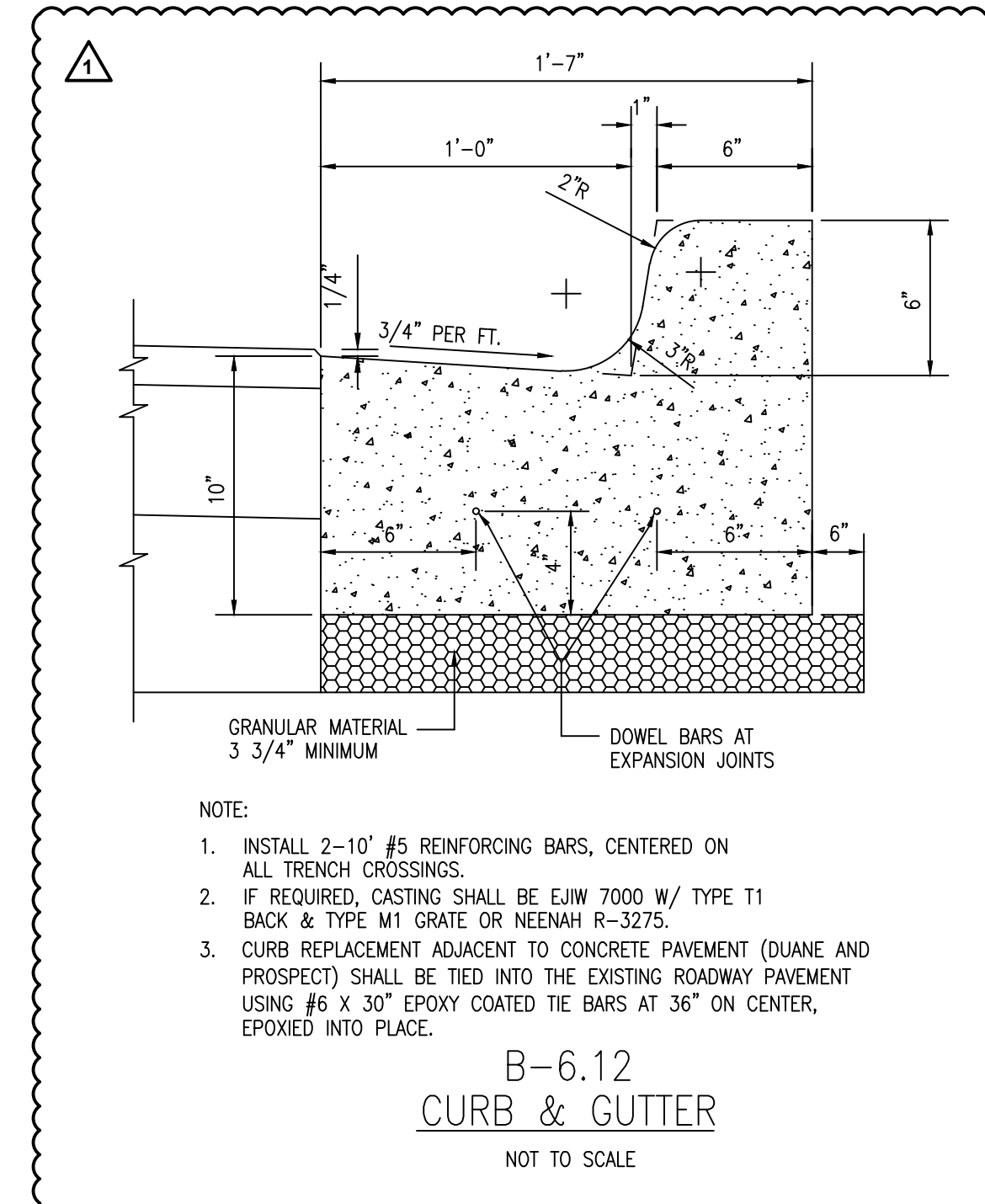
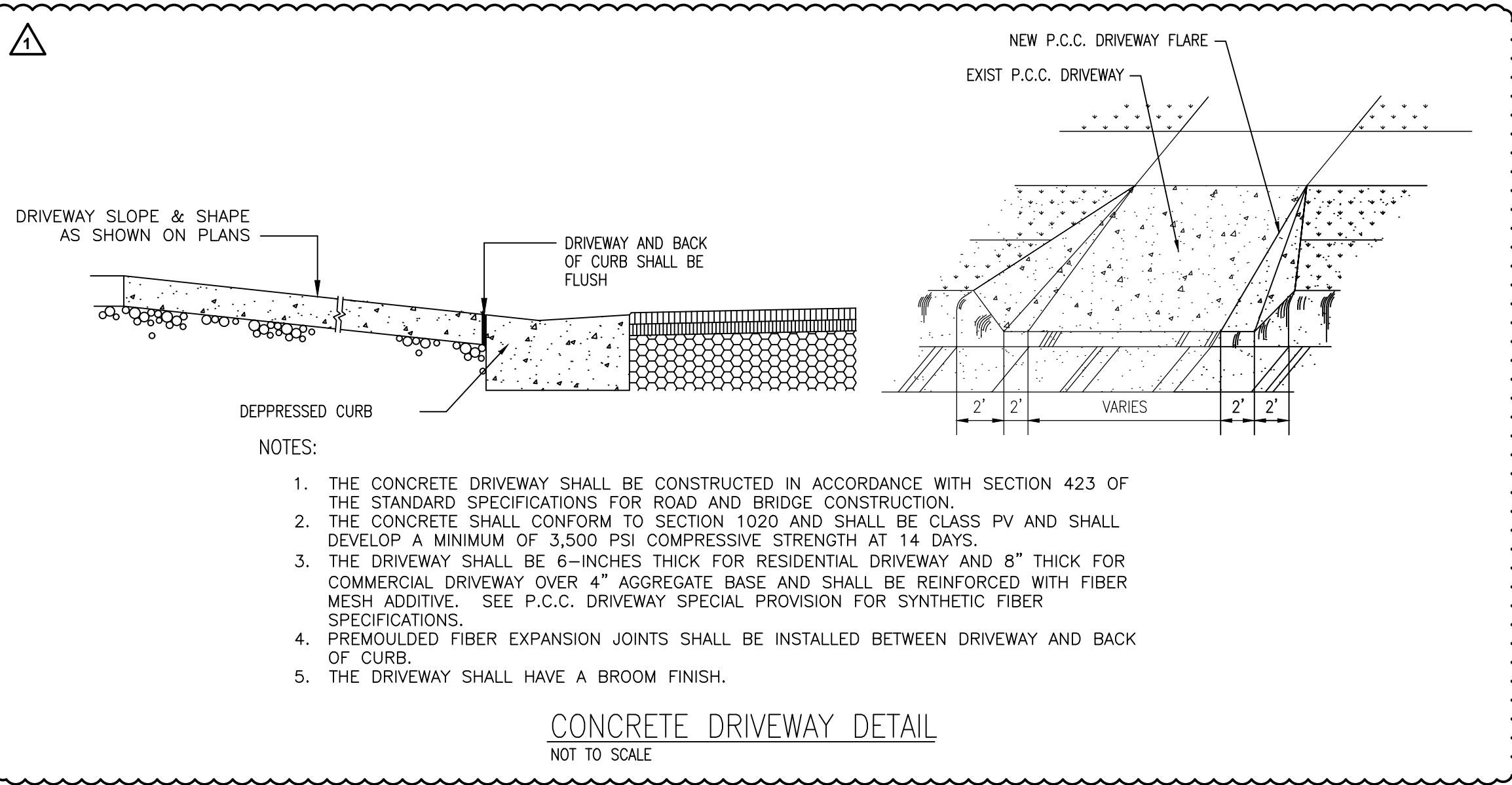
DEMOLITION AND CLEARING

- The Contractor shall perform all demolition, clearing, grubbing, and tree removal and protection work in accordance with all applicable Federal, State, County and Local requirements or as noted in the Plans.
- Prior to the commencement of any demolition or clearing activities, the Owner or Contractor shall obtain all applicable permits to disconnect the existing utility services to each building proposed for demolition.
- The Contractor shall coordinate all demolition work with the Village/City, utility companies, and other Jurisdictional Agencies, so as to ensure the protection of all existing sewer, water main, and other utilities, and further to ensure that proper stormwater conveyance is attained until the proposed improvements can be installed and placed into operation.
- Clearing shall consist of the removal and legal disposal of all obstructions such as trees, hedges, fences, walls, accumulations of rubbish of whatever nature, and all logs, shrubs, brush, grass, weeds, and other vegetation and stumps. These items shall be removed whenever they are found within the street right-of-ways or within the limits of construction. Trees to be saved or protected shall be identified by the Engineer on the Plans or in the field. All trees except those designated to be saved or protected, as well as all stumps and hedges within the limits of construction, shall be removed completely and legally disposed of off-site or as otherwise designated on the Plans or authorized by the Owner. Trees designated to be saved or protected as indicated on the Plans or as directed by the Engineer, shall be protected from damage in accordance with the procedures outlined in Section 201 of the IDOT Standard Specifications.
- All vegetation left by item removed under any proposed building, pavement walk or other structural areas or within zones of influence thereof shall be properly backfilled with suitable backfill material and/or compacted as necessary by the Contractor.
- The Contractor shall implement a daily program for dust control as it relates to the demolition and clearing activities. This program is to be approved by the Village/City prior to the start of any demolition or clearing work.
- All existing building services serving buildings that are to be removed shall be disconnected and removed as required by the applicable Jurisdictional Agency.
- All existing wells shown on the Plans to be abandoned or that are discovered during the course of construction shall be exposed and cut-off three (3) feet below the proposed finished grade and sealed by the Contractor in accordance with Section 920 of the "Illinois Water Well Construction Code", latest edition, or as required by the Health Department or by any other Local, County, State or Federal rules and regulations.
- All existing septic tanks, grease traps or similar shown on the Plans to be abandoned or that are discovered during the course of construction shall have all liquids and solids removed and disposed of legally off-site by a licensed commercial waste hauler in accordance with the requirements of the Health Department or as required by any other Local, County, State or Federal rules and regulations. The structures shall then be removed and disposed legally off-site or broken in-place, so as not to hold liquid, and back-filled with suitable materials by the Contractor or as required by the Health Department or by any other Local, County, State or Federal rules and regulations.
- Any material containing asbestos or other hazardous materials found within existing structures or other items shown to be removed in order to construct the proposed improvements shall be removed from the site and legally disposed of off-site by the Contractor in accordance with applicable County, State or Federal rules or regulations.
- All fire access lanes or routes located within the existing project area shall remain in service, clean of debris, and accessible for use by emergency vehicles at all times while demolition and clearing work is being performed.
- It shall be the responsibility of the Contractor to legally remove from the site any and all materials and debris which results from their demolition or clearing operations at no additional expense to the Owner. Burning or incineration on the site is not permitted.

EARTHWORK AND GRADING

- All earthwork and grading activities shall be performed in accordance with the IDOT Standard Specifications or as noted in the Plans. Included in this work, but not necessarily limited to the following are: stripping and stockpiling of topsoil, mass grading and fine grading of the site and roadways, excavation of unsuitable materials and adequate disposal of unsuitable materials and their replacement with suitable materials where required, construction of detention ponds, berm construction, and miscellaneous topsoil spread and seeding.
- Any earthwork quantities, calculations, summaries that have been furnished by the Engineer are for information purposes only and are provided without any guarantee by the Owner or Engineer whatsoever as to their sufficiency or accuracy. They are intended to be used solely as a guide for the Contractor in determining the scope of the completed project. It is the responsibility of the Contractor to determine all material quantities and prepare themselves of all site conditions. The Contractor warrants that he has performed his own investigations as necessary and his own calculations to determine site soil conditions and earthwork quantities. The Engineer makes no representation or guarantee regarding earthwork quantities or that the earthwork for this project will balance due to the varying field conditions, changing soil types, allowable construction tolerances, and construction methods that are beyond the control of the Engineer. In the event that the Earthwork is indicated to be Lump Sum then the Contract Price submitted by the Contractor shall be considered as Lump Sum and shall include all items necessary for the complete project and no claims for extra work will be recognized unless authorized in writing by the Owner.
- The soil boring reports for the subject property can be obtained from the Owner. The information presented in these reports is solely for the guidance of the Contractor. The Owner and the Engineer make no representation or warranty regarding the information contained in the boring logs or soils report. The Contractor shall make their own investigations and shall plan their work accordingly. Arrangements to enter the property during the bidding phase may be made upon request of the Owner. There will be no additional payment for expenses incurred by the Contractor resulting from adverse soil or ground water conditions.
- The initial establishment of soil erosion and sediment control measures such as the placement of erosion control silt fence, stabilized construction entrance, inlet protection, etc. shall be installed by the Contractor prior to the start of demolition, clearing and mass grading.
- All earthwork and grading operations are to be supervised and inspected by a qualified Geotechnical/Soils Engineer or their designated representative. All testing, inspection, observation, and supervision of soil quality, unsuitable soil removal and its replacement, compaction testing, ensuring ponds and retention areas hold/retain water and other soils related operations shall be entirely the responsibility of the Geotechnical/Soils Engineer. Furthermore, no undercut or other recommended remedial work shall be performed without authorization by the Owner and documentation of extent by the Geotechnical/Soils Engineer.
- A qualified Geotechnical/Soils Engineer or their designated representative shall observe the construction of the retention and detention areas including berming to ensure the areas will be capable of holding the designated normal and high water levels. Gravel or sand seams, or other conditions which may be encountered and which might tend to dewater the area shall be remedied as directed by the Geotechnical/Soils Engineer.
- Topsoil stripping or excavation shall initially consist of the removal of the uppermost layers of organic soil and stockpiling at a location shown on the Plans, in another area deemed appropriate by the Contractor and approved by the Owner, or at a location specified by the Owner or Engineer. No stockpile location shall be finalized without the explicit approval from the Owner. Further, stockpiles shall not be located within flood prone areas or within designated buffer areas.
- Stripping of vegetation or ground cover, grading, or other soil disturbance activities shall be done in a manner which will minimize soil erosion. Further, the disturbance shall be kept to a minimum and all disturbed areas shall be stabilized with temporary or permanent measures within fourteen (14) days of completion of the work.
- The Contractor shall take precautionary measures to minimize earthwork and other activities in the areas where trees are to be saved or protected so as not to cause injury to roots or trunks.
- Embankment placement including preparation of existing ground surface prior to embankment placement and compaction shall be in accordance with Section 205 of the IDOT Standard Specifications. All embankments located within structural fill areas or zones of influence thereof shall

- be constructed to a minimum 95% of the modified proctor density in accordance with ASTM D1557. Embankments located in non-structural fill areas shall be constructed to a minimum of 90% of the modified proctor density in accordance with ASTM D1557.
- Topsoil spread shall consist of placing a minimum of a four (4) inch layer of topsoil or depth indicated on the Plans over the disturbed unpaved areas within the construction limits. These areas shall then be seeded, sodded, landscaped, stabilized, etc. as indicated on the Plans.
- Soil shall be placed on all disturbed areas within the right-of-way and at other locations indicated on the Plans.
- Refer to the Landscape Plans prepared by Others for additional information on the landscaping and ground cover requirements.
- Completed subgrade grading and final finished grading for all proposed improvements shall be within a tolerance of plus or minus one-tenth (0.1) foot of the design elevation.
- Contractor shall provide uniform slopes between proposed grades and smooth vertical curves/transitions through all high and low points. Smooth transitions shall be provided where any proposed improvements match into or abut existing improvements.
- The subgrade for the proposed streets and other pavement areas shall be proof-rolled by the Contractor in the presence of the Village/City Engineer or applicable Jurisdictional Agency and the Geotechnical/Soils Engineer. Any unstable areas or failures encountered shall be removed and replaced or remediated as directed by the Village/City Engineer or applicable Jurisdictional Agency and Geotechnical/Soils Engineer. Any unstable areas or failures encountered and remediation method including approximate size, quantity, etc. shall be documented by the Geotechnical/Soils Engineer.
- It shall be the responsibility of the Contractor to legally remove from the site any and all materials and debris which results from their construction operations at no additional expense to the Owner. Burning or incineration on the site is not permitted.



- NOTE:
- INSTALL 2-10" #5 REINFORCING BARS, CENTERED ON ALL TRENCH CROSSECTIONS.
 - IF REQUIRED, CASTING SHALL BE EIW 7000 W/ TYPE T1 BACK & TYPE M1 GRATE OR NEENAH R-3275.
 - CURB REPLACEMENT ADJACENT TO CONCRETE PAVEMENT (DUANE AND PROSPECT) SHALL BE TIED INTO THE EXISTING ROADWAY PAVEMENT USING #6 X 30" EPOXY COATED TIE BARS AT 36" ON CENTER, EPOXYED INTO PLACE.

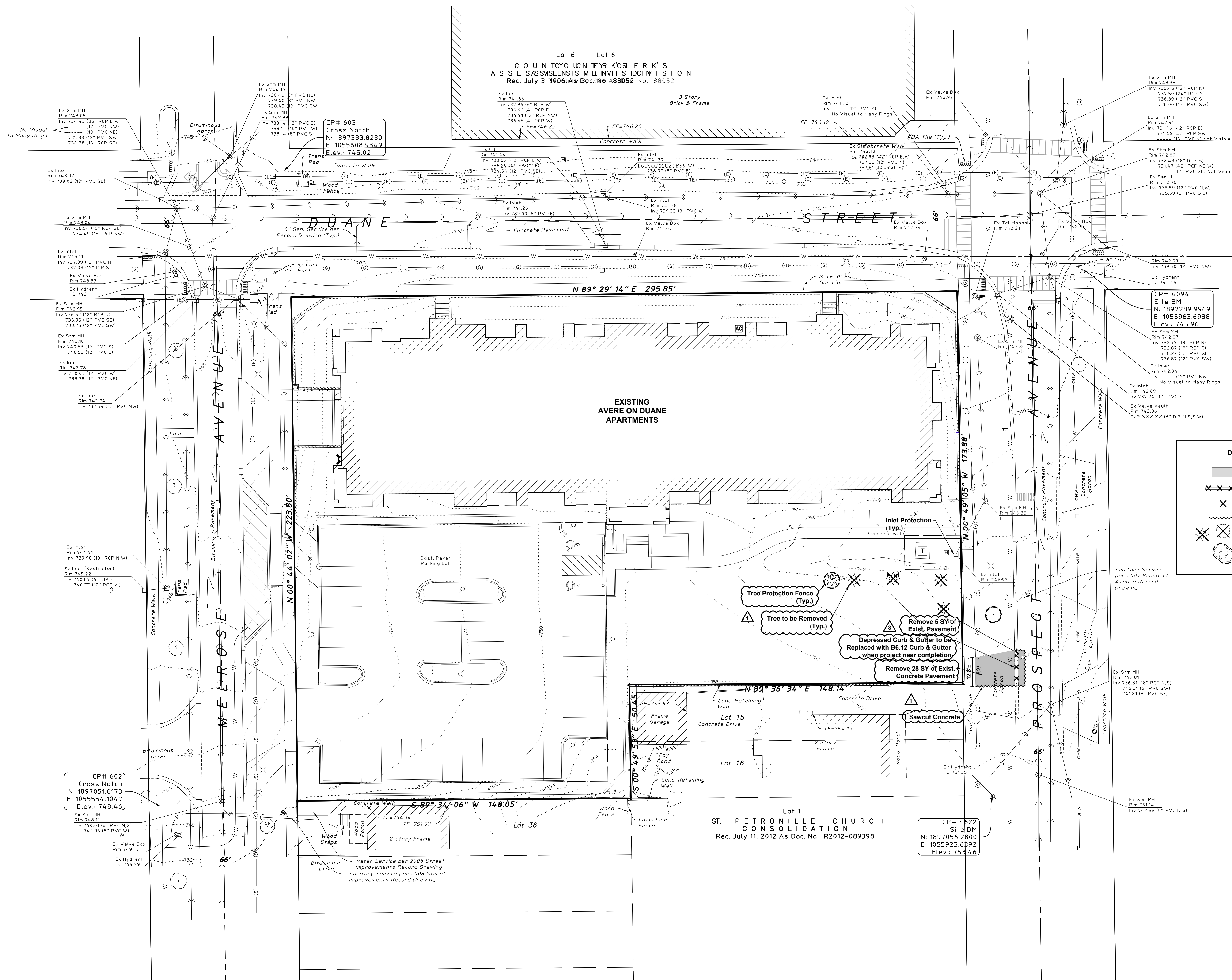
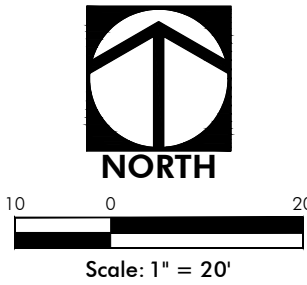
Revision	Date	No.
1	08-30-2021	3
2	08-03-2021	2
3	07-27-2021	1

08-30-2021
08-03-2021
07-27-2021

Project Manager: K M L
Engineer: K M L
Date: 06-25-2021
Project No. 17189
Sheet C2.0

GENERAL NOTES & SPECIFICATIONS
AND TYPICAL DETAILS
AVERE ON DUANE
PROSPECT PARK
GLEN ELLYN, ILLINOIS

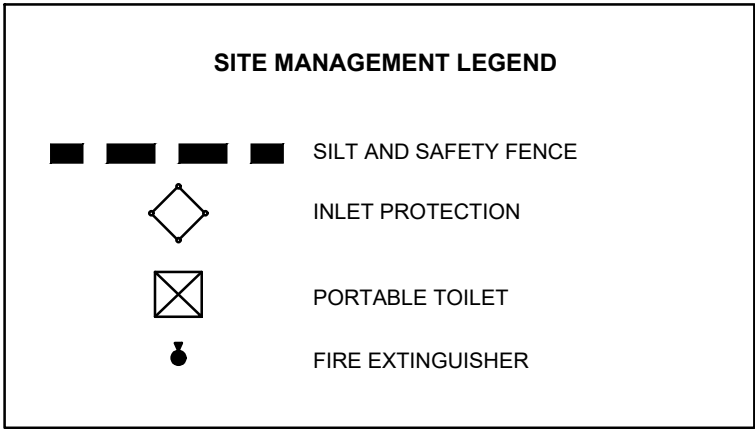
Project Manager: K M L
Engineer: K M L
Date: 06-25-2021
Project No. 17189
Sheet C2.0



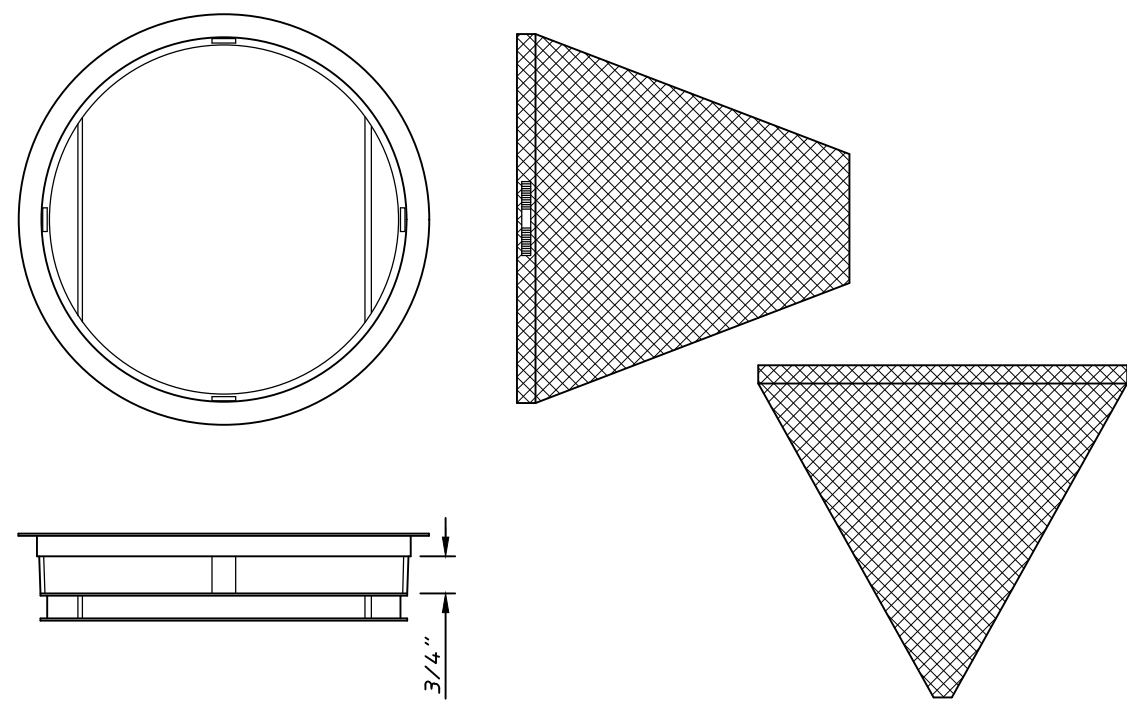
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**EXISTING CONDITIONS &
DEMOLITION PLAN**
**AVERE ON DUANE
PROSPECT PARK**
GLEN ELYN, ILLINOIS

Project Manager: K M L
Engineer: K M L
Date: 06-25-2021
Project No. 17189
Sheet **C3.0**



Safety Fence Note:
Safety fence shall be a minimum 8' high chain link,
with driven posts and opaque fabric covering.

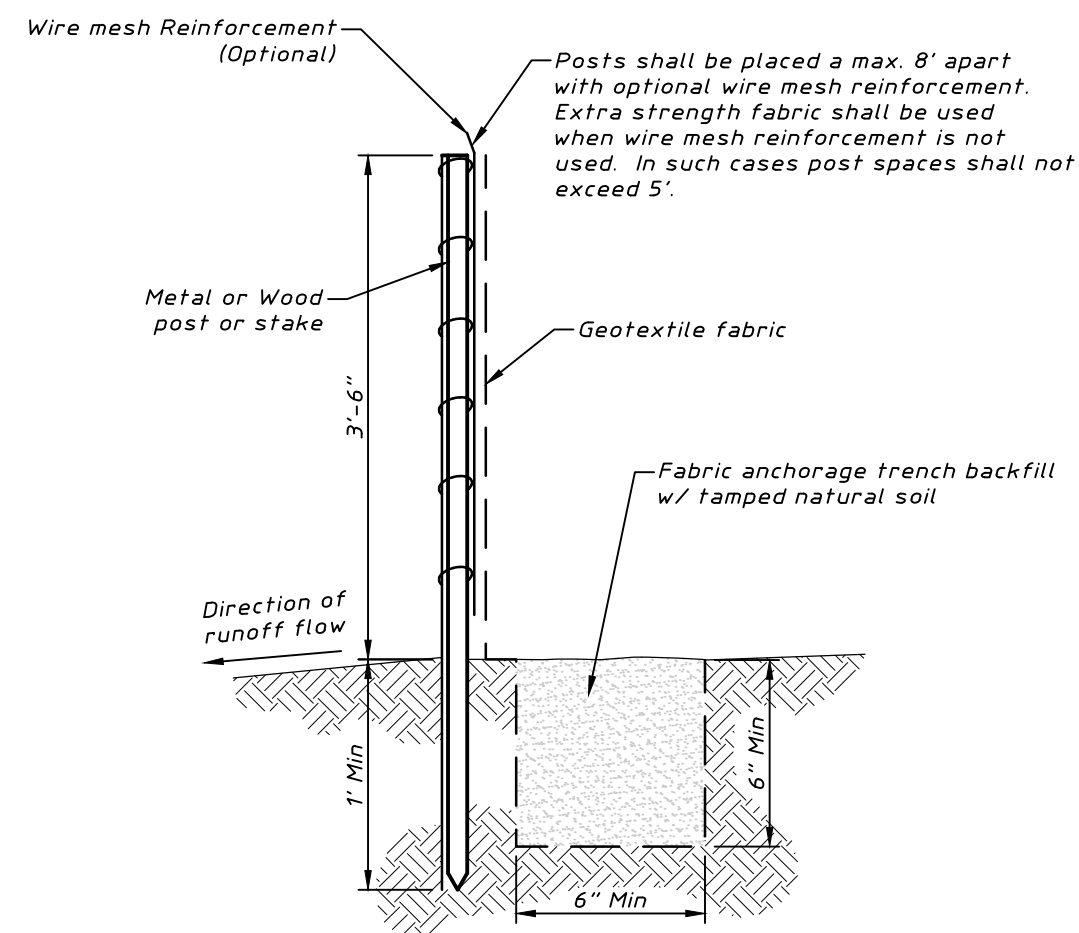


GENERAL NOTES:

FRAME: Top flange fabricated from 1-1/4"x1-1/4"x1/8" angle. Base rim fabricated from 1-1/2"x1/2"x1/8" channel. Handles and suspension brackets fabricated from 1-1/4"x1/4" flat stock. All domestic steel conforming to ASTM-A36.

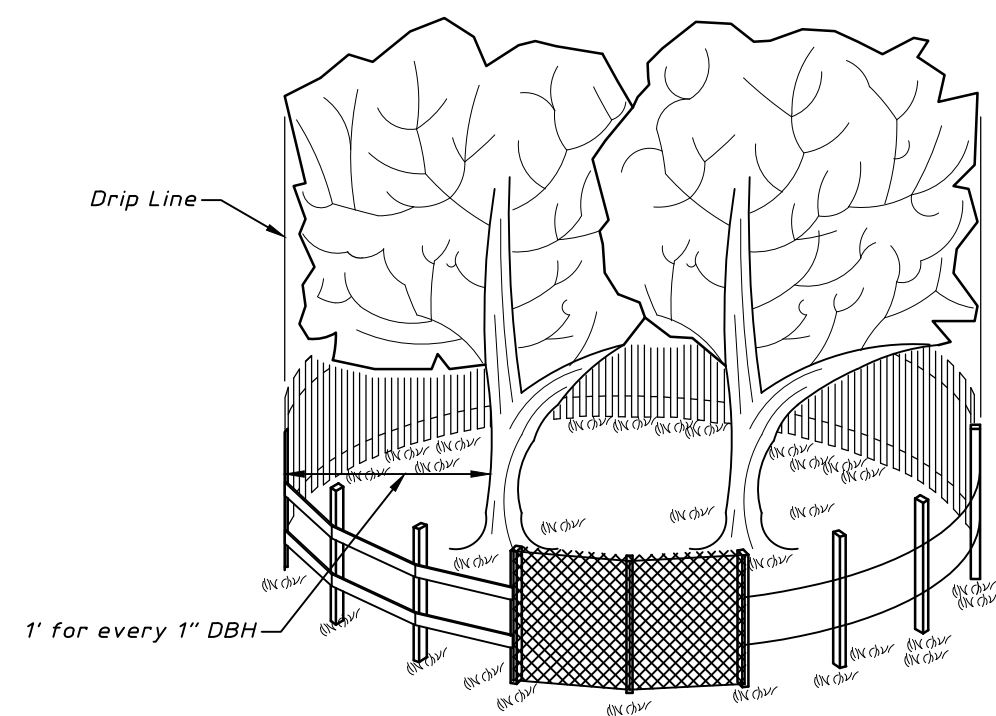
SEDIMENT BAG: Bag fabricated from 4 oz./sq.yd. non-woven polypropylene geotextile reinforced with polyester mesh. Bag secured to base rim with a stainless steel strap and lock. All storm structures must have either a curb silt basket cath-all or an inlet silt basket cath-all inserted prior to construction.

INLET SILT BASKET CATCH-ALL

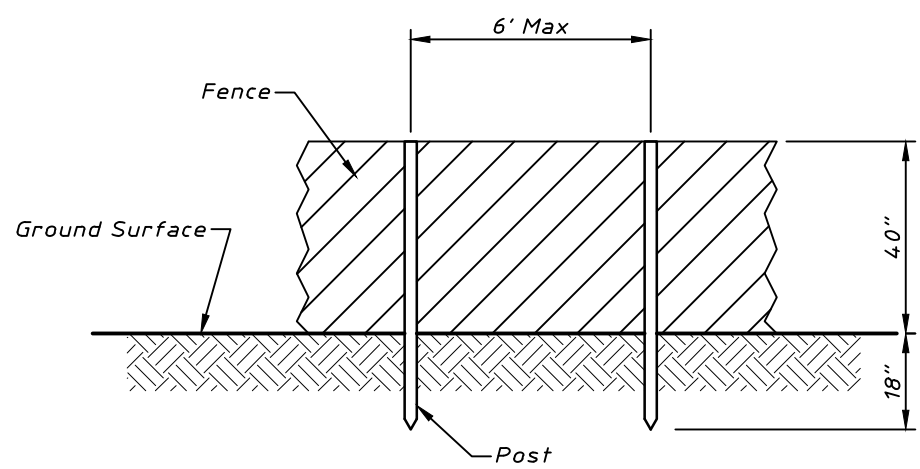


NOTES: Depending upon configuration, attach fabric to wire mesh w/ hog rings, steel posts w/ tie wires, wood posts w/ nails.

SILT FENCE



SIDE VIEW

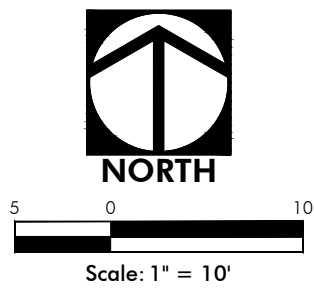


POST AND FENCE DETAIL

NOTES:

1. *The fence shall be located outside the drip line of the tree to be saved and in no case closer than 1 foot for every 1" DBH to the trunk of any tree.*
2. *Fence posts shall be either standard steel posts or wood posts with a minimum cross sectional area of 3.0 sq. in..*
3. *The fence may be either 40" high snow fence, 40" plastic web fencing or any other material as approved by the engineer.*

TREE PROTECTION - FENCING



Village Review
Village Review
Contractor Revisions (Added Drain, Driveway Removal, Tree Removal)
Revision

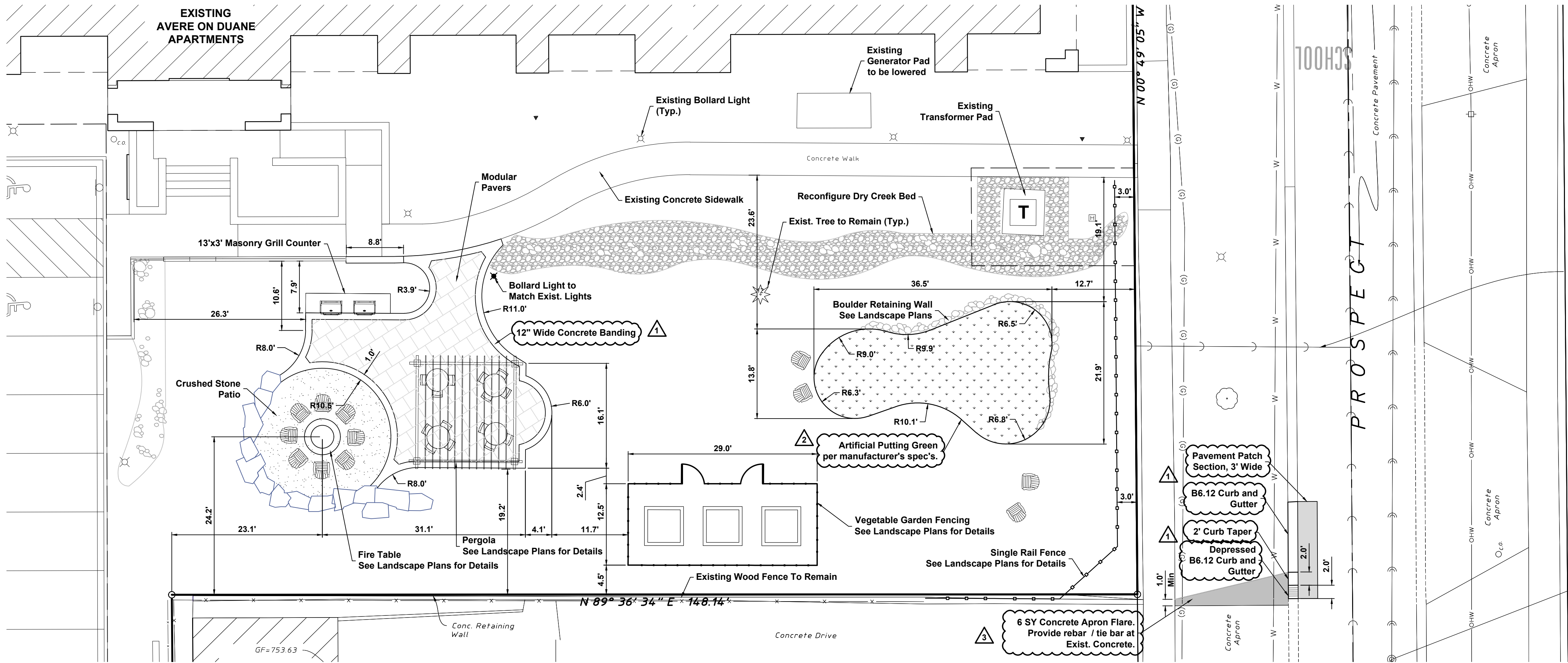
$$3 \quad 2 \quad 1 \quad \text{Zn}^0$$

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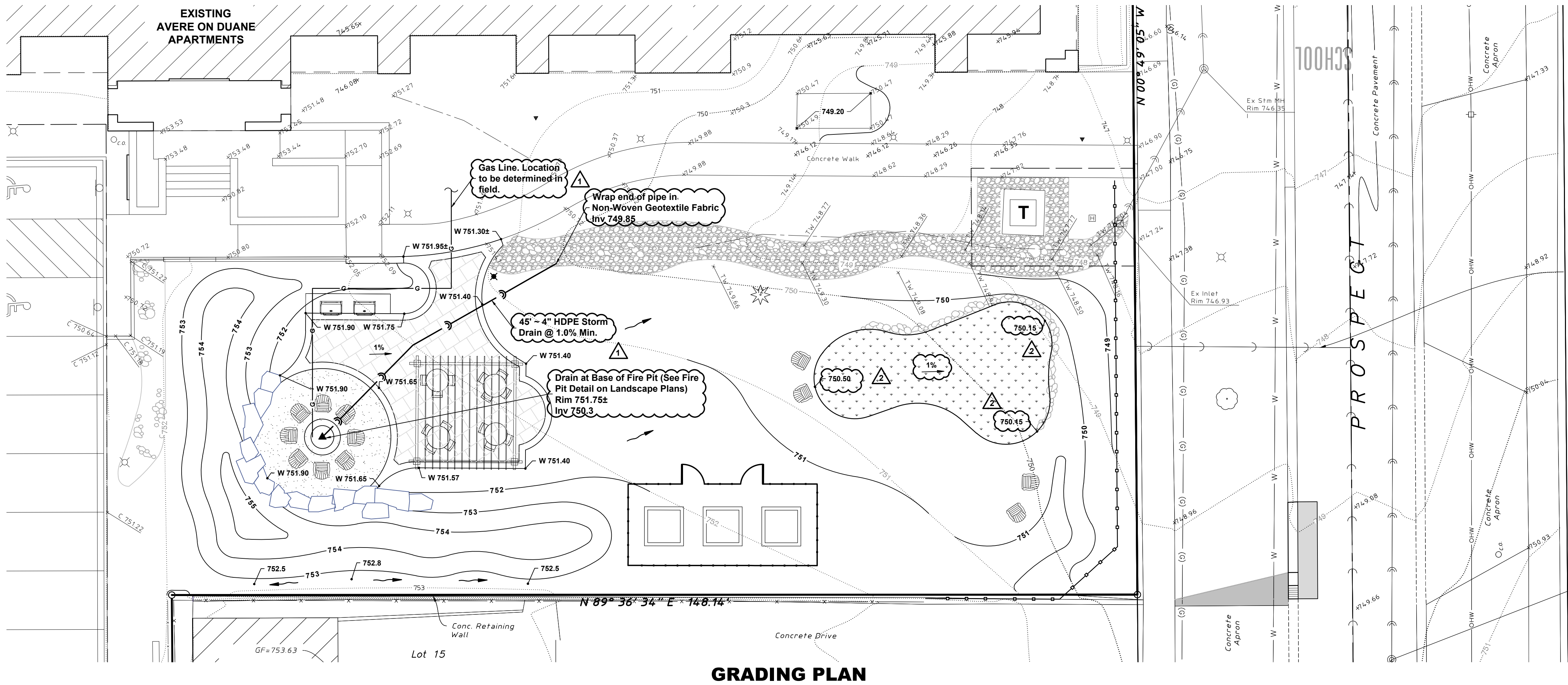
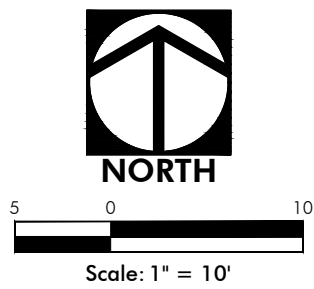
**SITE MANAGEMENT PLAN
FOR CONSTRUCTION**

**AVERE ON DUANE
PROSPECT PARK**
GLEN ELLYN, ILLINOIS

Project Manager: K M L
Engineer: K M L
Date: 06-25-2021
Project No. 17189
Sheet **C4.0** / C5



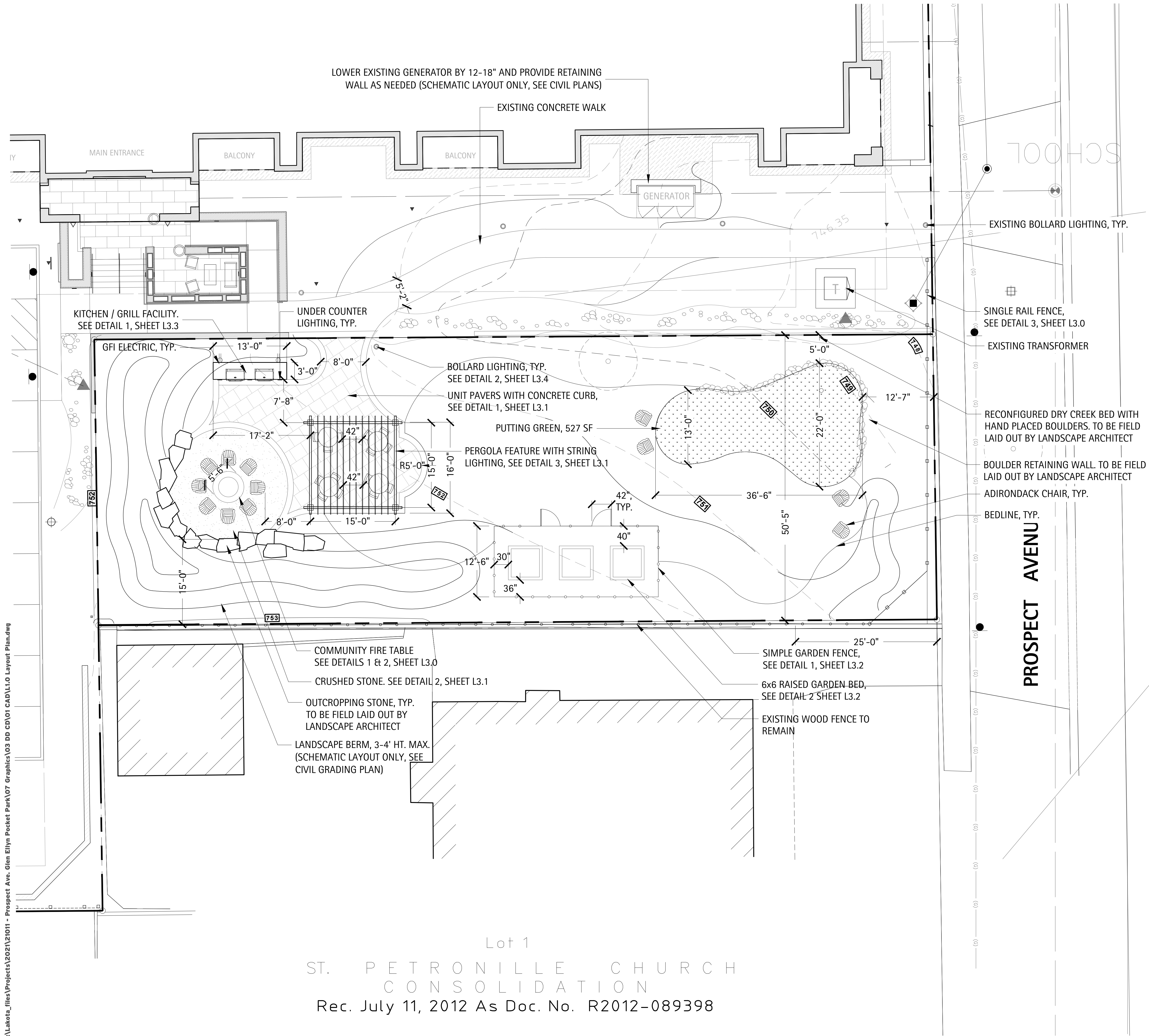
SITE DATA	
Land Coverage	
Existing Conditions (prior to demolition)	
Impervious Area (Bldgs. and Pavement)	4,302 s.f.
Pervious Area	3,171 s.f.
Proposed Conditions	
Impervious Area	1,602 s.f.
(Paver and Stone Patio, Putting Green)	
Pervious Area	5,871 s.f.
Change in Impervious Area	- 2,700 s.f.



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**FINAL PUD SITE PLAN AND
GRADING PLAN**
**AVERE ON DUANE
PROSPECT PARK**
GLEN ELLYN, ILLINOIS

Project Manager: K M L
Engineer: K M L
Date: 06-25-2021
Project No. 17189
Sheet **C5.0**



LEGEND

- EXISTING TREE TO REMAIN
- PUTTING GREEN, TYP.
- SOD - RESTORE SOD IN THE ROW
- BOLLARD PATH LIGHT, SEE DETAIL 2, SHEET L3.4
- EXISTING POLE MOUNTED LIGHTING
- EXISTING WALL MOUNTED SCONCE
- EXISTING GLEN ELLYN POLE LIGHTING

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PROJECT
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SHEET TITLE
LAYOUT PLAN

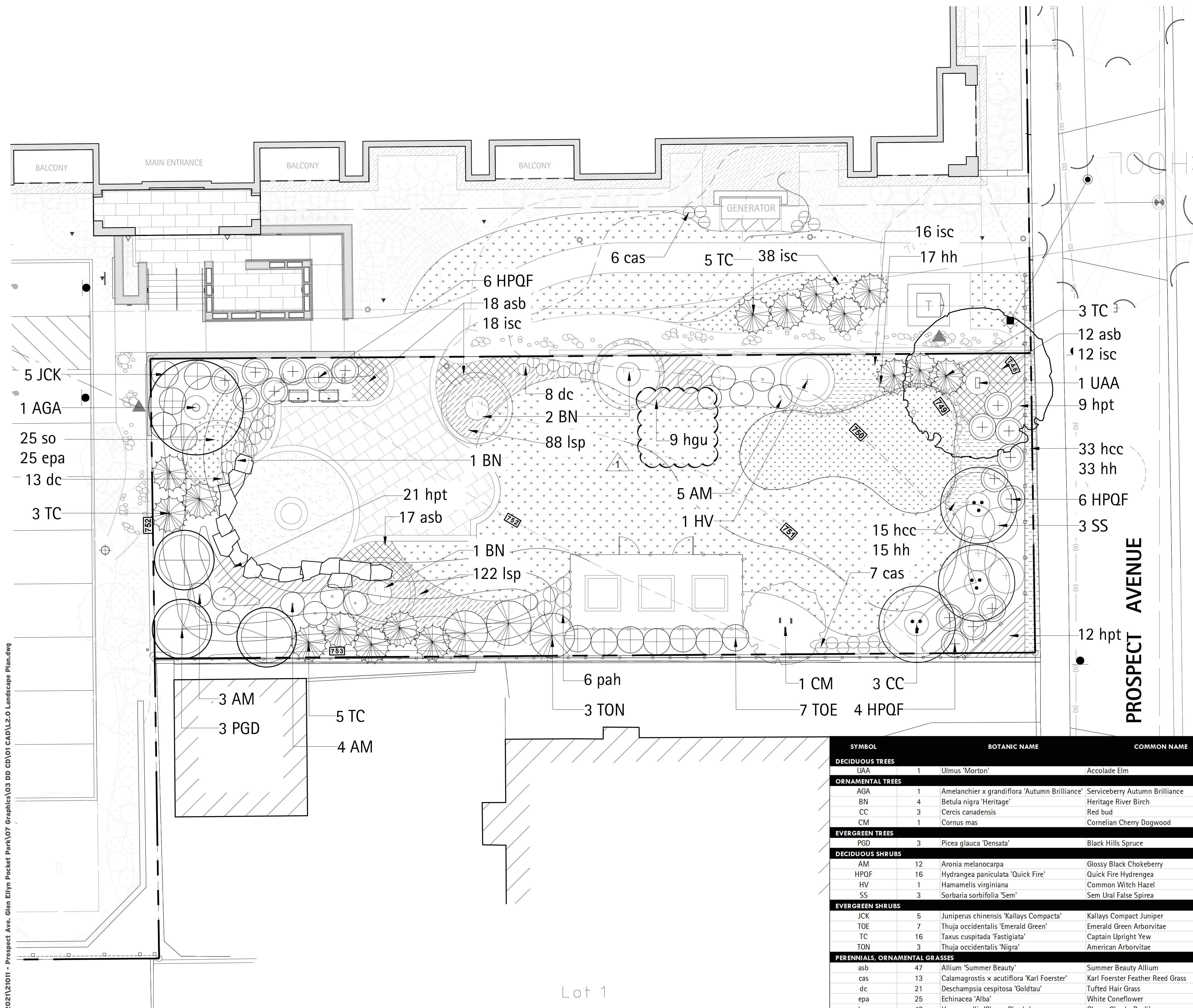
SCALE IN FEET
1" = 8'

NORTH

SHEET NUMBER
L1.0
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H:\Lakota_files\Projects\2021\21011 - Prospect Ave. Glen Ellyn Pocket Park\07 Graphics\03 DD CD\01 CAD\L2.0 Landscape Plan.dwg



Lot 1
ST. PETRONILLE CHURCH
CONSOLIDATION
Rec. July 11, 2012 As Doc. No. R2012-089398

LEGEND

- EXISTING TREE TO REMAIN
- SHADE TREE, TYP.
SEE DETAIL 1, SHEET L3.5
- ORNAMENTAL TREE, TYP.
SEE DETAIL 3, SHEET L3.5
- EVERGREEN TREE, TYP.
SEE DETAIL 2, SHEET L3.5
- SHRUB, TYP.
SEE DETAIL 4, SHEET L3.5
- ORNAMENTAL GRASS, TYP.
SEE DETAIL 5, SHEET L3.5
- PERENNIALS, TYP.
SEE DETAIL 5, SHEET L3.5
- GROUNDCOVER, TYP.
SEE DETAIL 5, SHEET L3.5
- PUTTING GREEN, TYP.
- SOD - RESTORE SOD IN THE ROW
- BOLLARD PATH LIGHT,
SEE DETAIL 2, SHEET L3.4
- EXISTING POLE MOUNTED LIGHTING
- EXISTING WALL MOUNTED SCONCE
- EXISTING GLEN ELLYN POLE LIGHTING

SYMBOL	BOTANIC NAME	COMMON NAME	SIZE	SPACING
DECIDUOUS TREES				
UAA	1 Ulmus 'Morton'	Accolade Elm	6" caliper B&B	As Shown
ORNAMENTAL TREES				
AGA	1 Amelanchier x grandiflora 'Autumn Brilliance'	Serviceberry Autumn Brilliance	10' ht. B&B/Multi Stem	As Shown
BN	4 Betula nigra 'Heritage'	Heritage River Birch	10' ht. B&B/Multi Stem	As Shown
CC	3 Cercis canadensis	Red bud	8' ht. B&B/Multi Stem	As Shown
CM	1 Cornus mas	Cornelian Cherry Dogwood	6' ht. B&B/Multi Stem	As Shown
EVERGREEN TREES				
PGD	3 Picea glauca 'Densata'	Black Hills Spruce	10' ht. B&B	As Shown
DECIDUOUS SHRUBS				
AM	12 Aronia melanocarpa	Glossy Black Chokeberry	30" ht. B&B	36" o.c. spacing
HPQF	16 Hydrangea paniculata 'Quick Fire'	Quick Fire Hydrangea	30" ht. B&B	36" o.c. spacing
HV	1 Hamamelis virginiana	Common Witch Hazel	4' ht. B&B	As Shown
SS	3 Sorbaria sorbifolia 'Sem'	Sem Ural False Spirea	30" ht. B&B	36" o.c. spacing
EVERGREEN SHRUBS				
JCK	5 Juniperus chinensis 'Kallays Compacta'	Kallays Compact Juniper	5 gal./CG	48" o.c. spacing
TOE	7 Thuja occidentalis 'Emerald Green'	Emerald Green Arborvitae	8' ht. B&B	48" o.c. spacing
TC	16 Taxus cuspidata 'Fastigiata'	Captain Upright Yew	5' ht. B&B	48" o.c. spacing
TON	3 Thuja occidentalis 'Nigra'	American Arborvitae	8' ht. B&B	48" o.c. spacing
PERENNIALS, ORNAMENTAL GRASSES				
asb	47 Allium 'Summer Beauty'	Summer Beauty Allium	1 gal./CG	18" o.c. spacing
cas	13 Calamagrostis x acutiflora 'Karl Foerster'	Karl Foerster Feather Reed Grass	1 gal./CG	24" o.c. spacing
dc	21 Deschampsia cespitosa 'Goldtau'	Tufted Hair Grass	1 gal./CG	24" o.c. spacing
epa	25 Echinacea 'Alba'	White Coneflower	1 gal./CG	18" o.c. spacing
hcc	48 Hemerocallis 'Cherry Cheeks'	Cherry Cheeks Daylily	1 gal./CG	18" o.c. spacing
hgu	9 Hosta 'Guacamole'	Guacamole Hosta	1 gal./CG	24" o.c. spacing
hh	65 Hemerocallis 'Happy Returns'	Happy Returns Daylily	1 gal./CG	18" o.c. spacing
hpt	42 Hosta 'Patriot'	Patriot Hosta	1 gal./CG	24" o.c. spacing
isc	84 Iris siberica 'Caesar's Brother'	Caesar's Brother Iris	1 gal./CG	18" o.c. spacing
pah	6 Pennisetum apolocourides 'Hameln'	Dwarf Fountain Grass	1 gal./CG	24" o.c. spacing
so	25 Stachys officinalis 'Hummelo'	Alpine Betony	1 gal./CG	18" o.c. spacing
GROUNDCOVERS				
lsp	210 Liriope spicata	Lilyturf	quart/CG	12" o.c. spacing

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SHEET TITLE

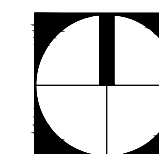
**LANDSCAPE
PLAN**

SCALE IN FEET

1" = 8'



NORTH

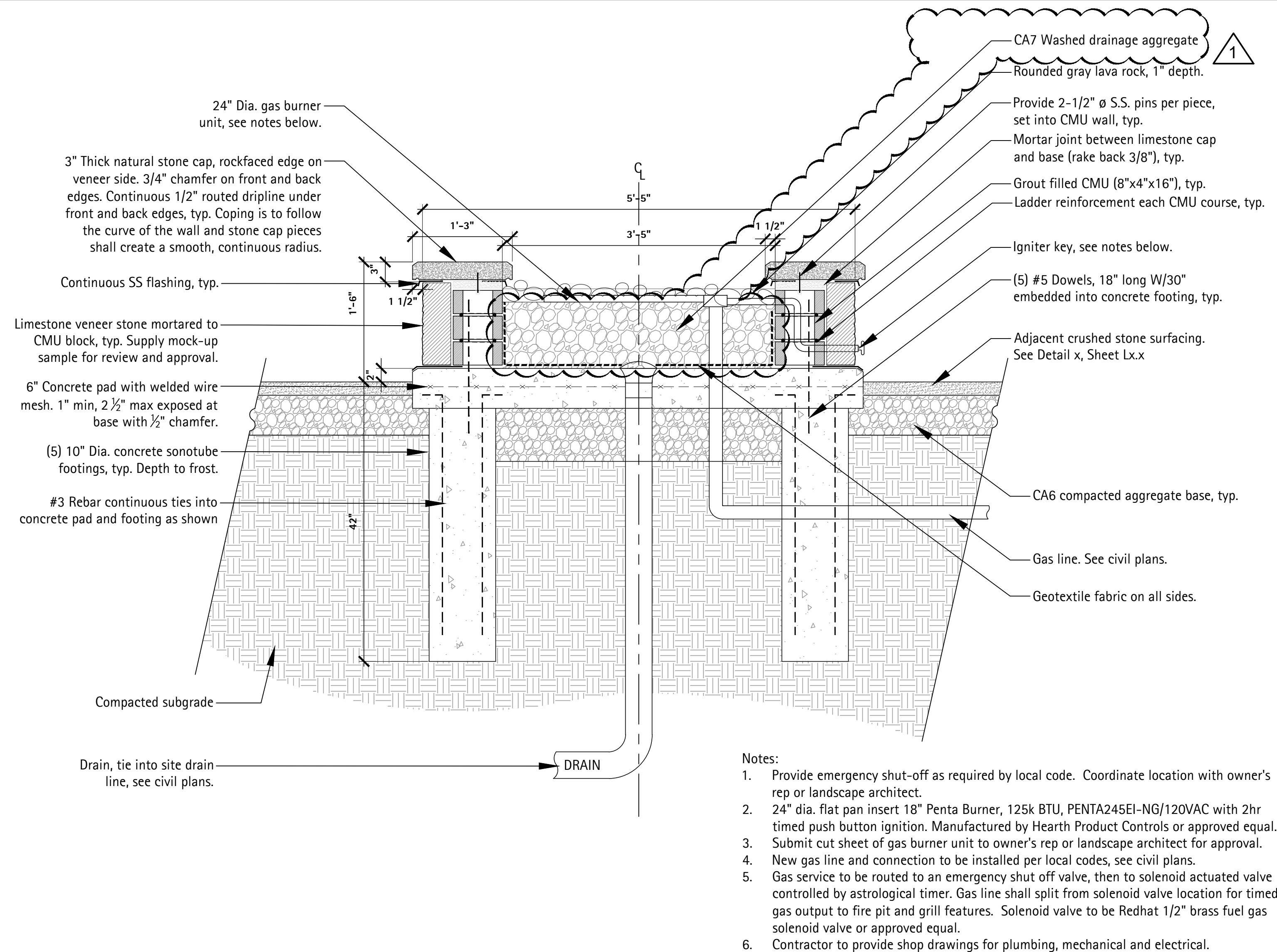


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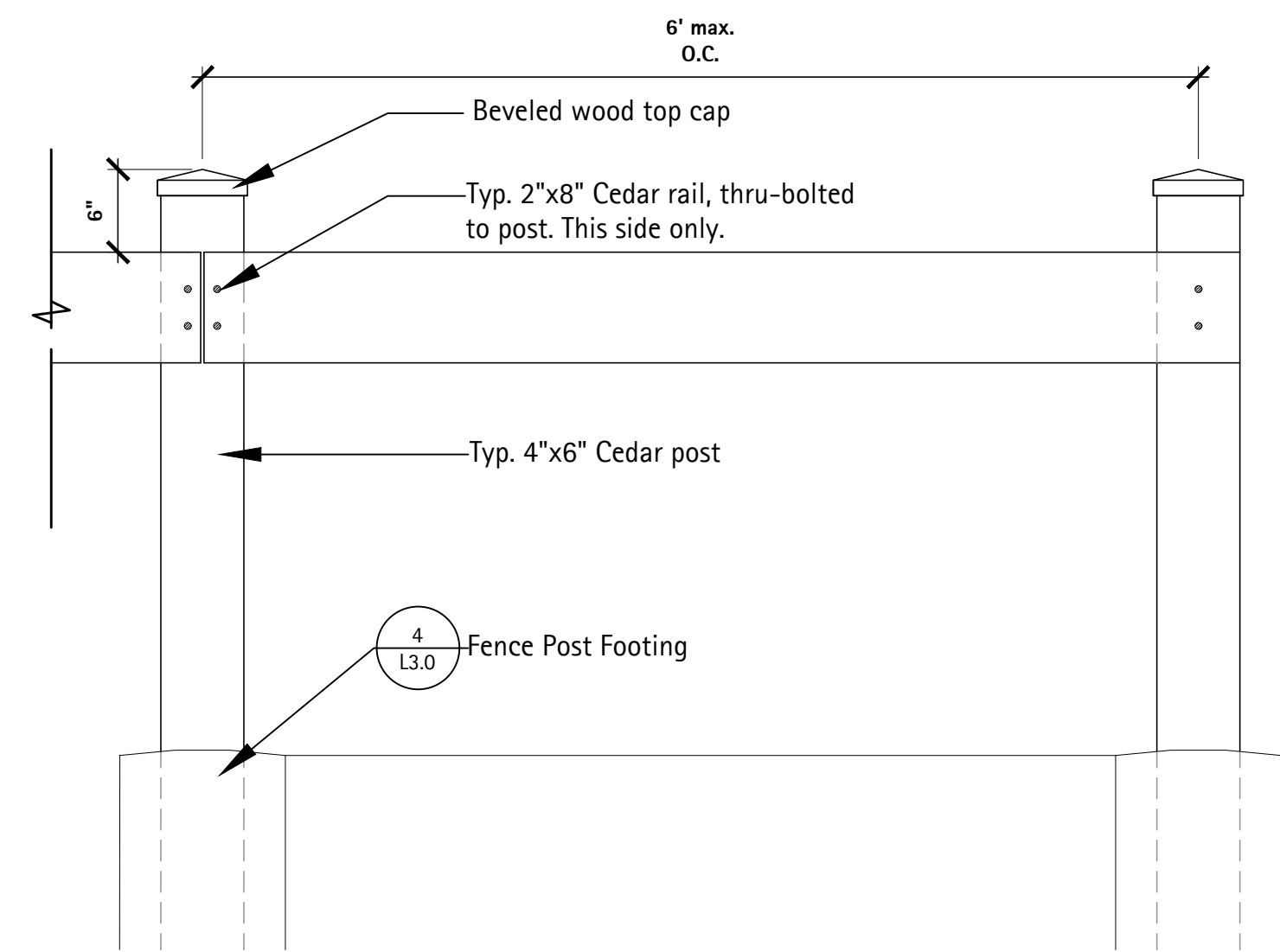
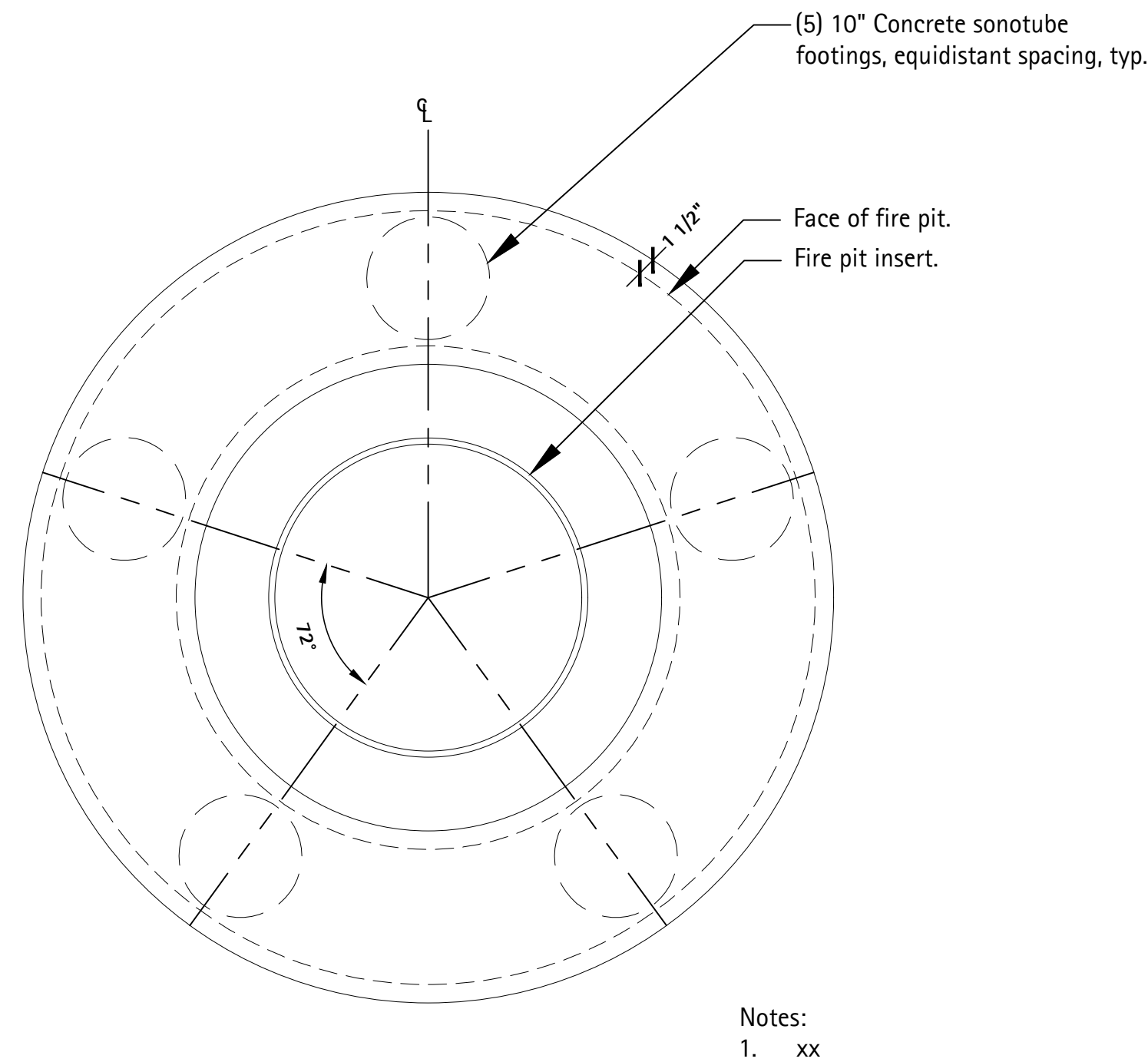


1 Community Fire Table - Section

Scale: 1" = 1'-0"

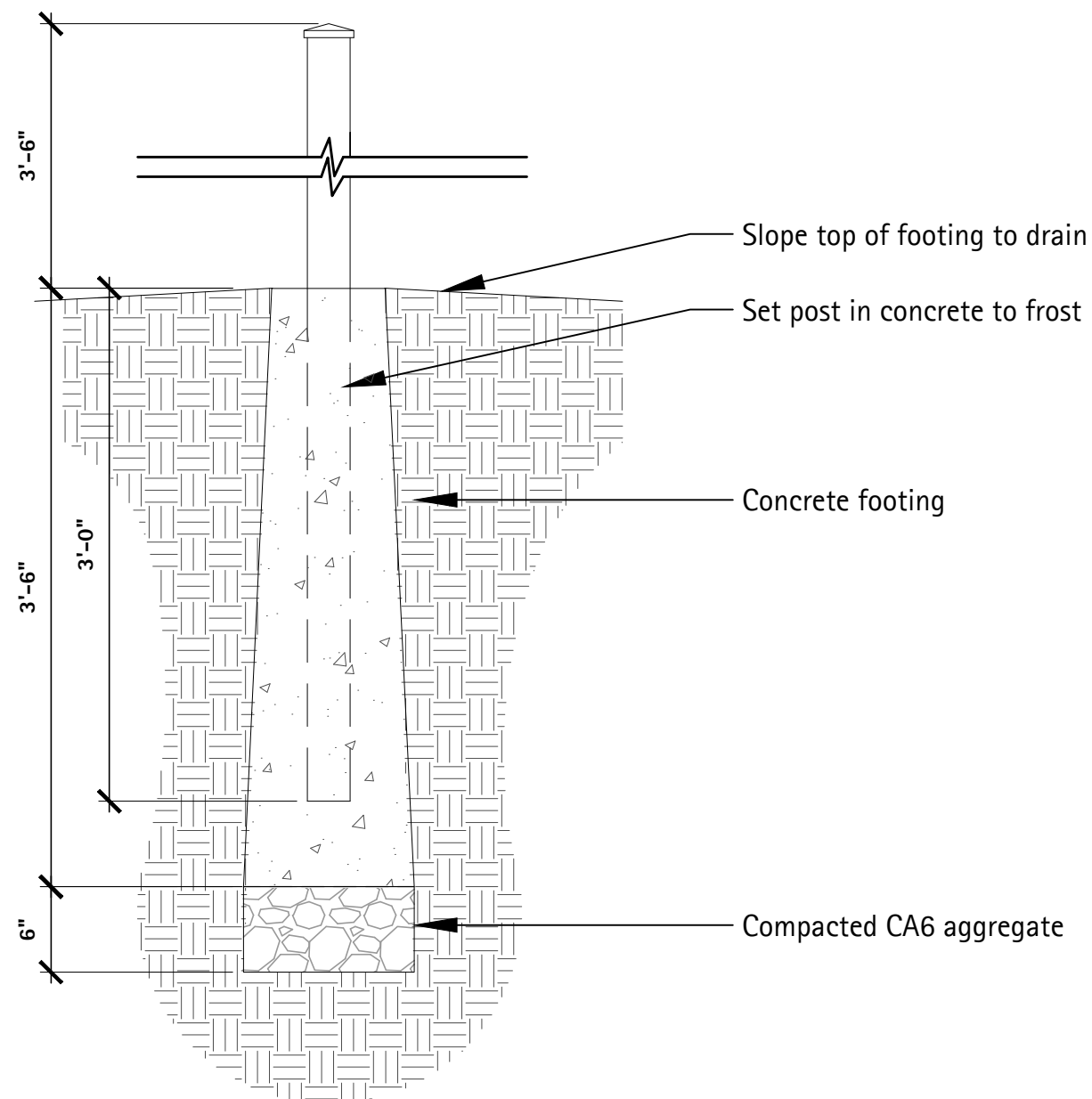
2 Community Fire Table - Footing Plan

Scale: 1" = 1'-0"



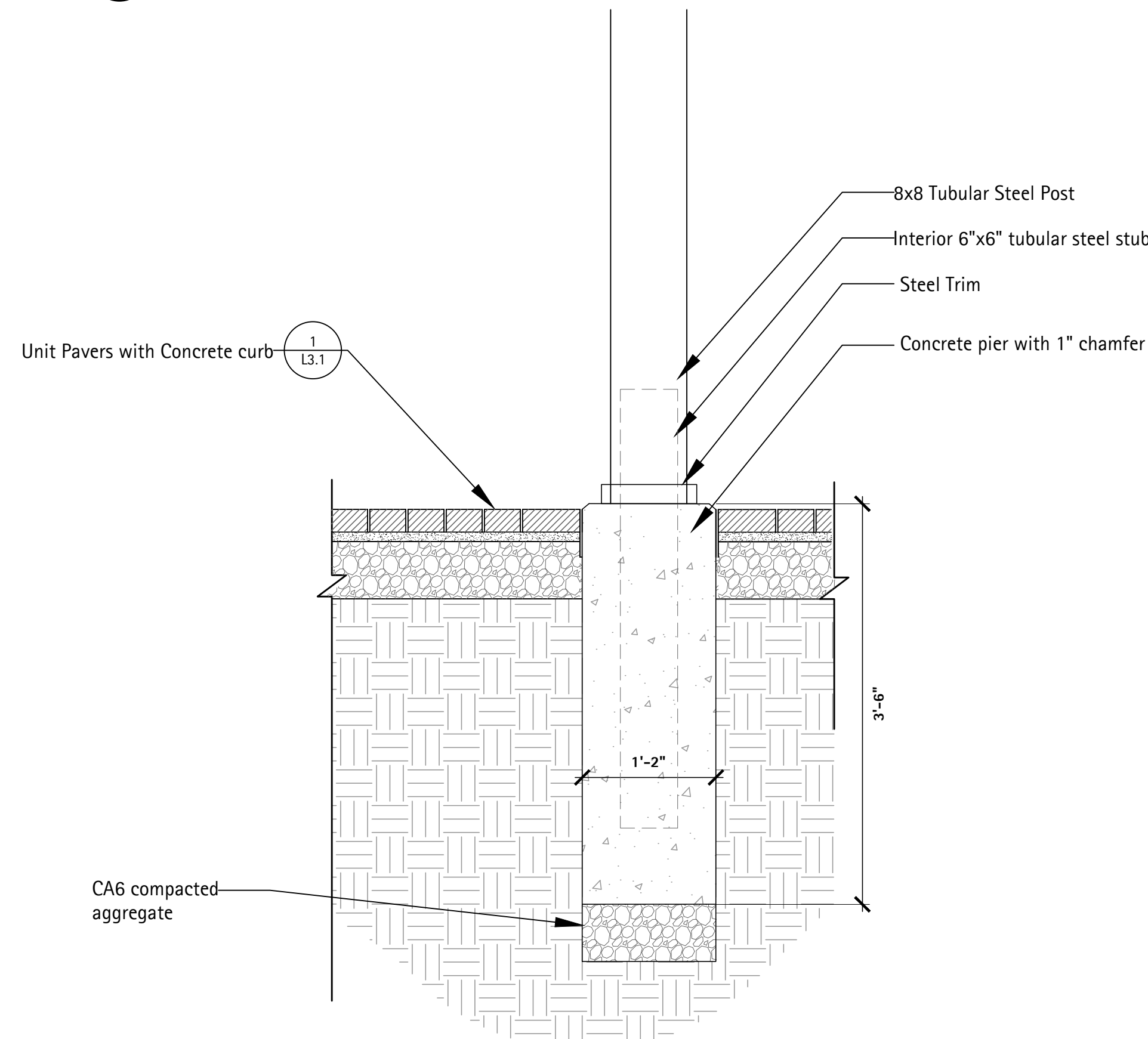
3 Single Rail Fence

Scale: 1" = 1'-0"



4 Fence Footing

Scale: 1" = 1'-0"



5 Pergola Footing

Scale: 1" = 1'-0"

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PROJECT
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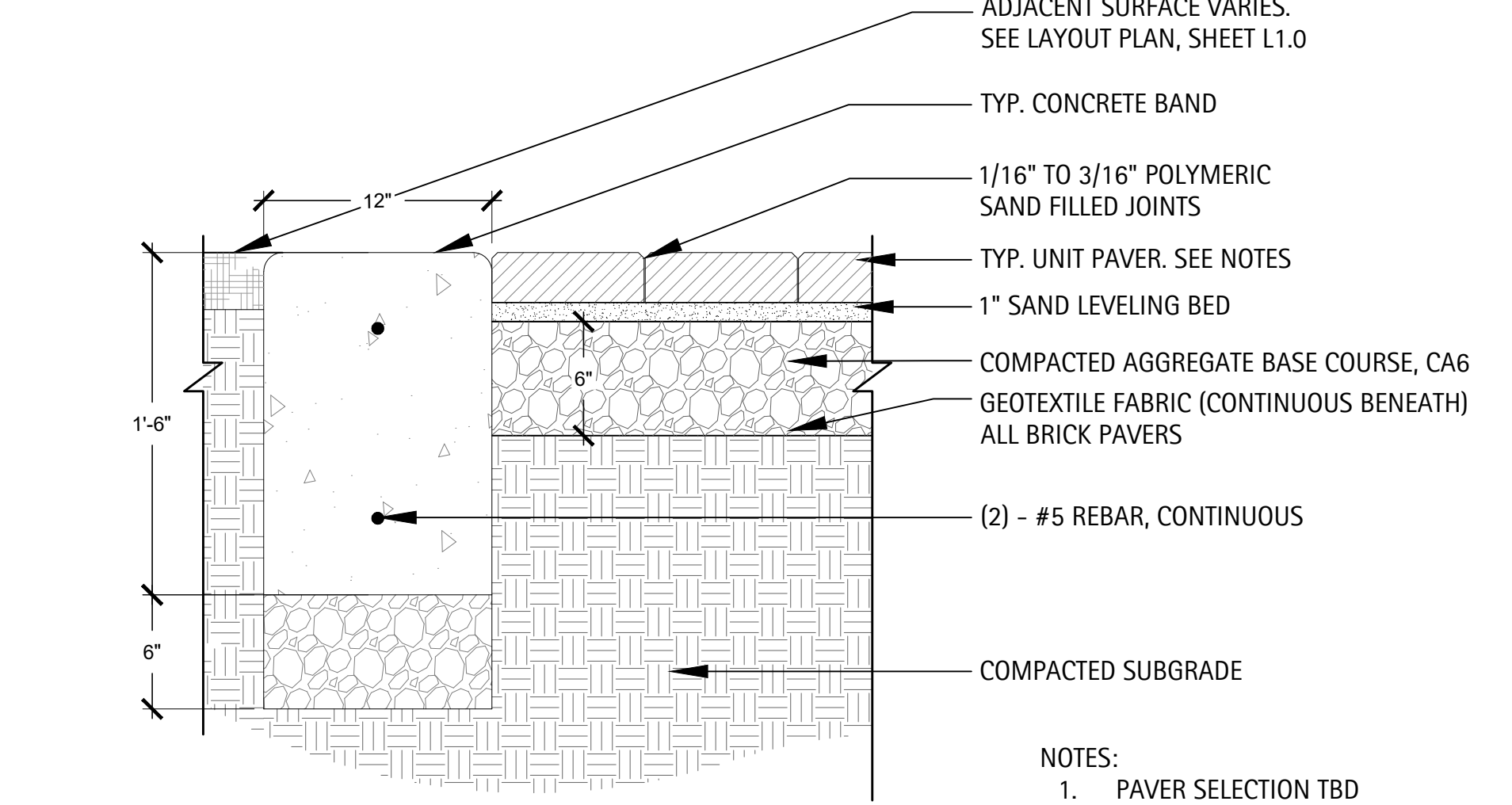
SHEET TITLE
SITE DETAILS

SCALE IN FEET
1" = 8'

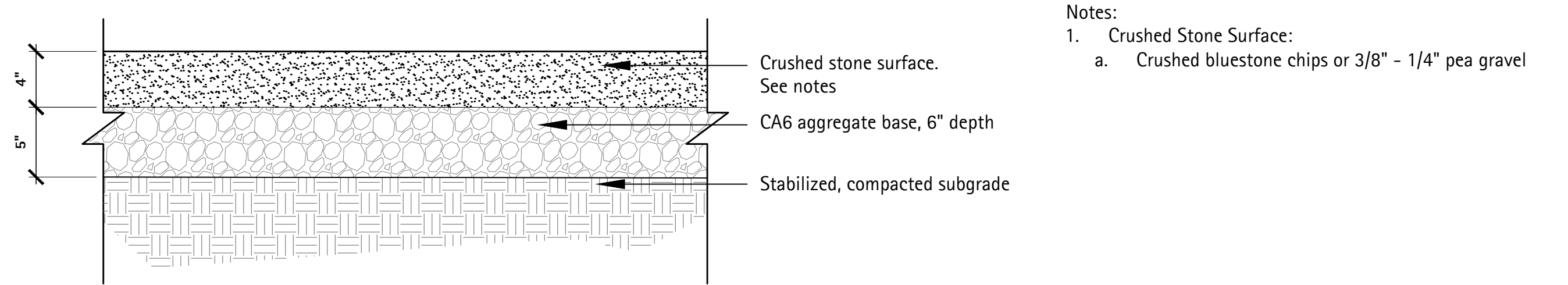
0' 4' 8' 24'

NORTH

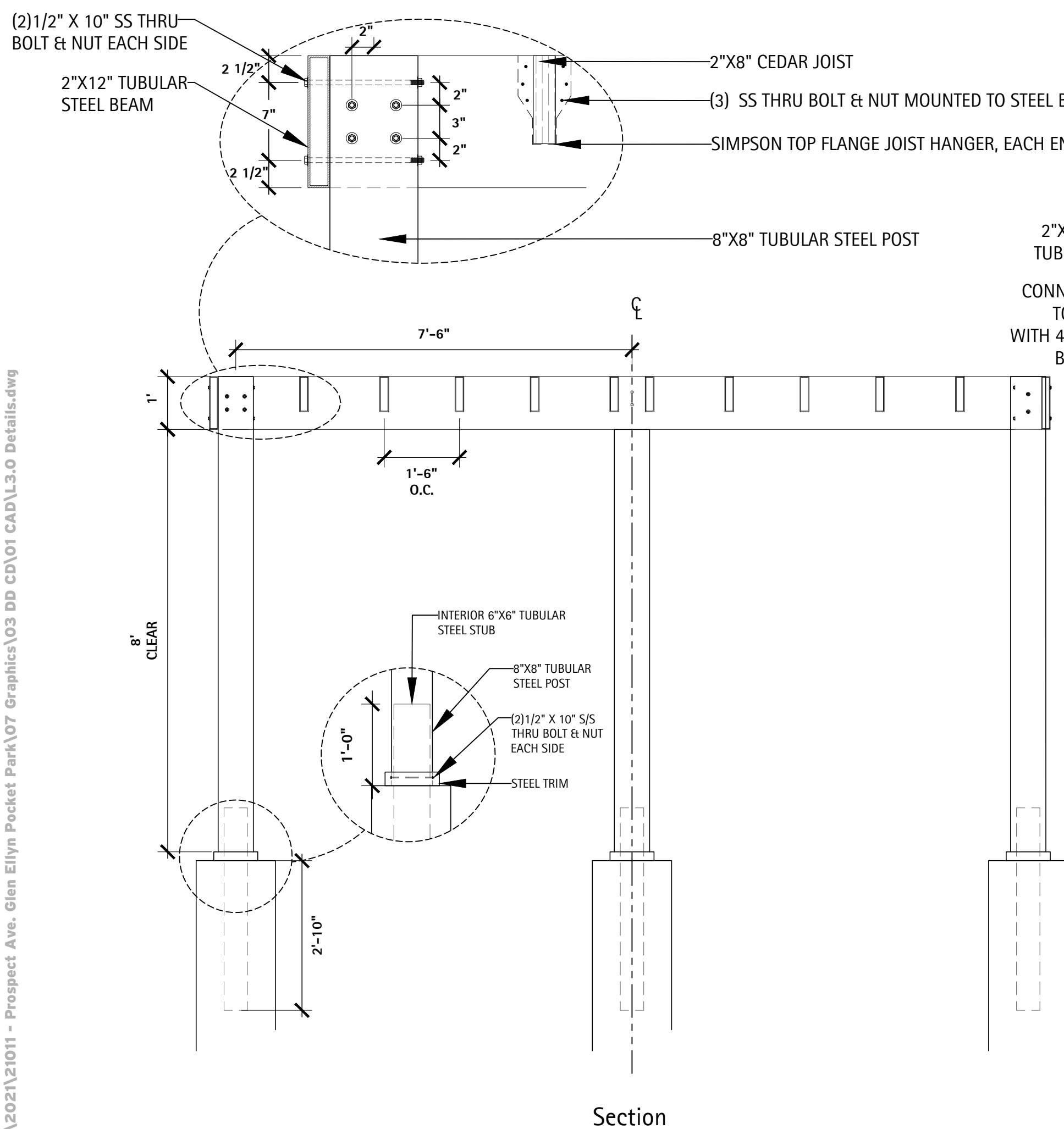
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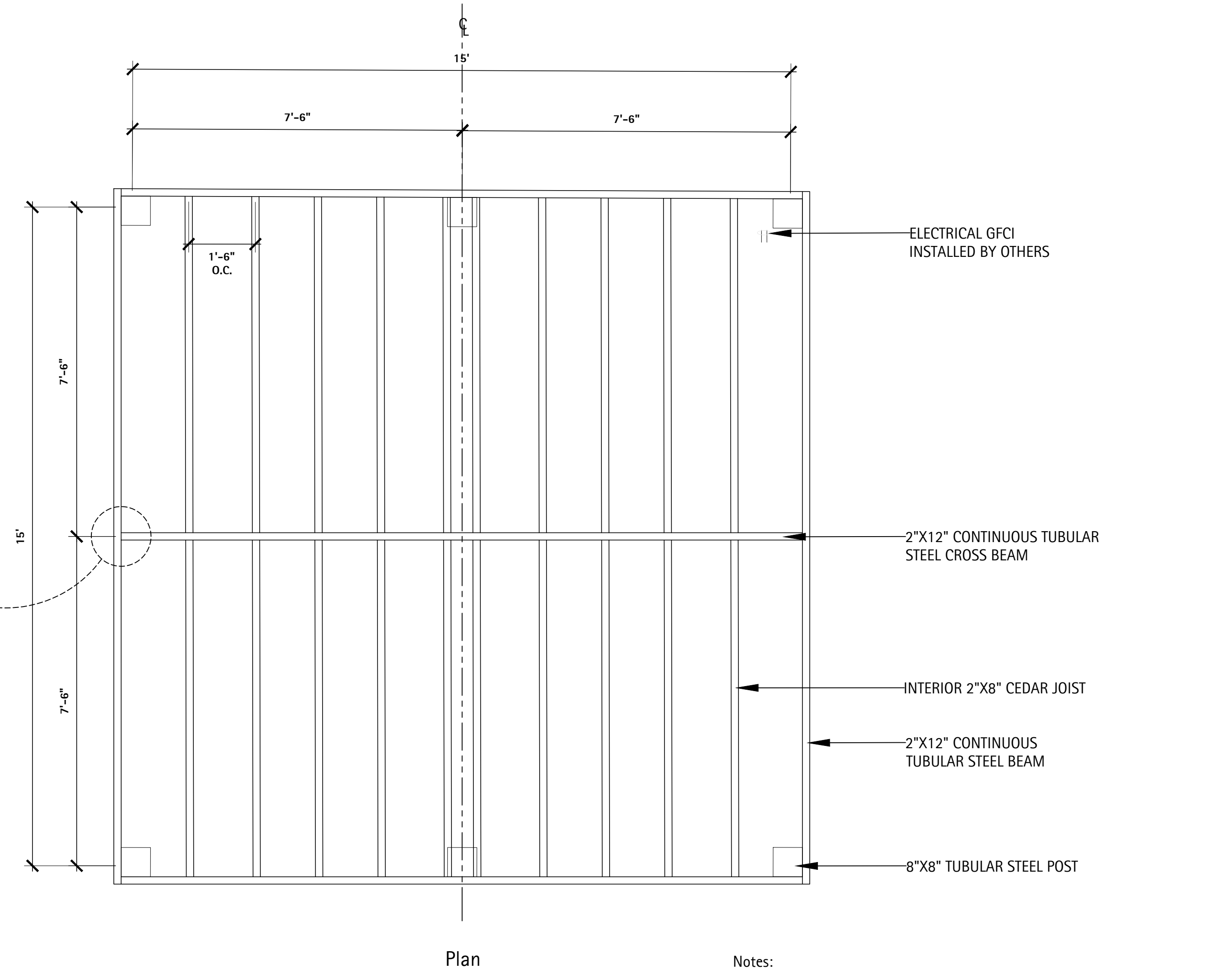
1 Unit Pavers w/ Concrete Curb
Scale: 1 1/2" = 1'-0"



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



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



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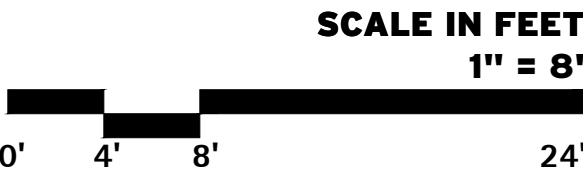
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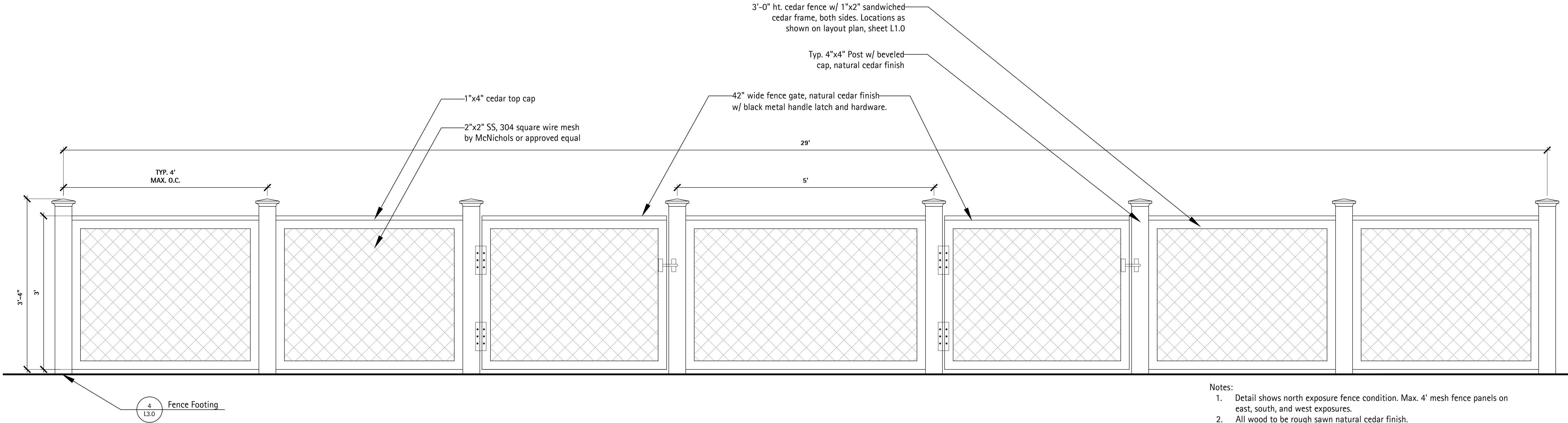
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SHEET TITLE
SITE DETAILS



NORTH

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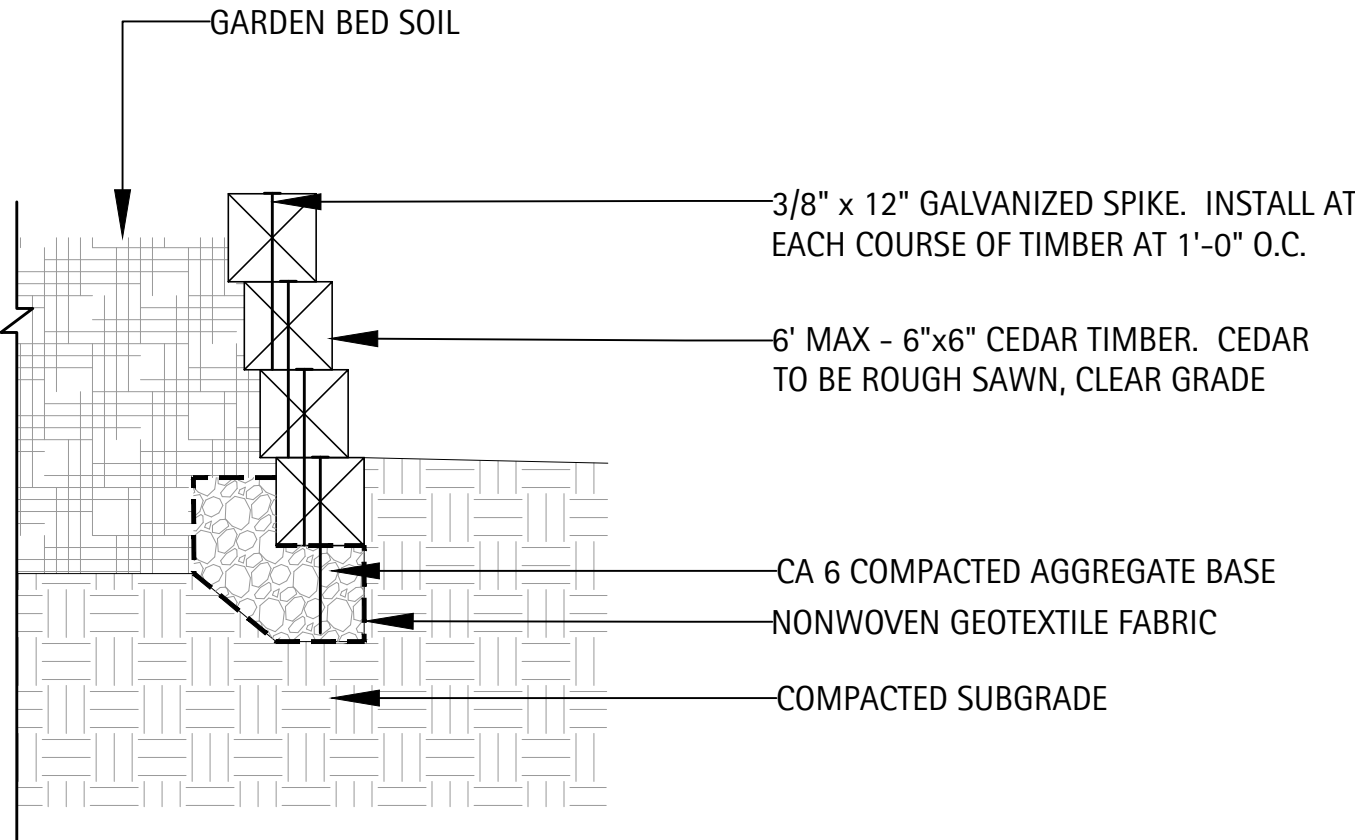


- Notes:
1. Detail shows north exposure fence condition. Max. 4' mesh fence panels on east, south, and west exposures.
 2. All wood to be rough sawn natural cedar finish.
 3. All hardware to be hot-dipped zinc-coated galvanized steel or stainless steel.
 4. Contractor to provide shop drawings for approval by landscape architect or owner's representative.

1 Simple Garden Fence

Scale: 1" = 1'-0"

d-garden fence



2 Section - 6x6 Raised Garden Bed

Scale: 1" = 1'-0"

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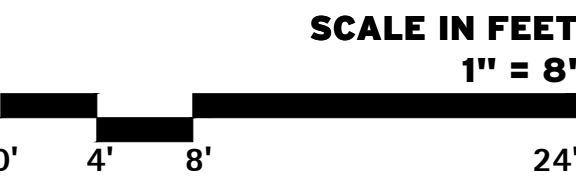
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SHEET TITLE
**SITE
DETAILS**



NORTH

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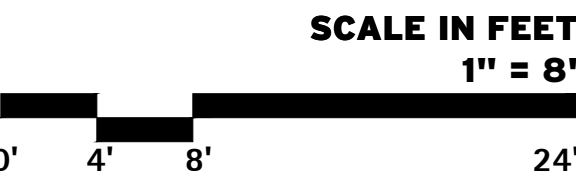
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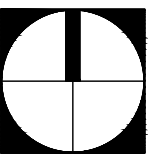
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SHEET TITLE
**SITE
DETAILS**



NORTH



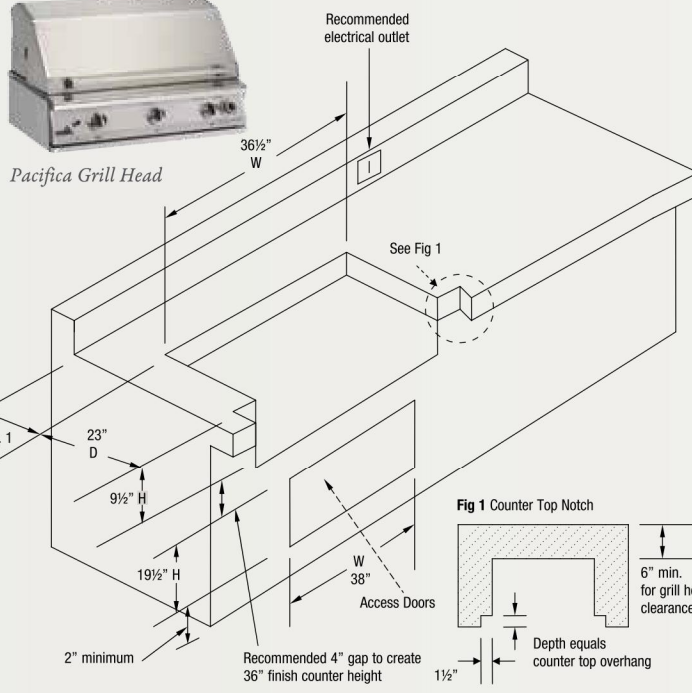
SHEET NUMBER

L3.3

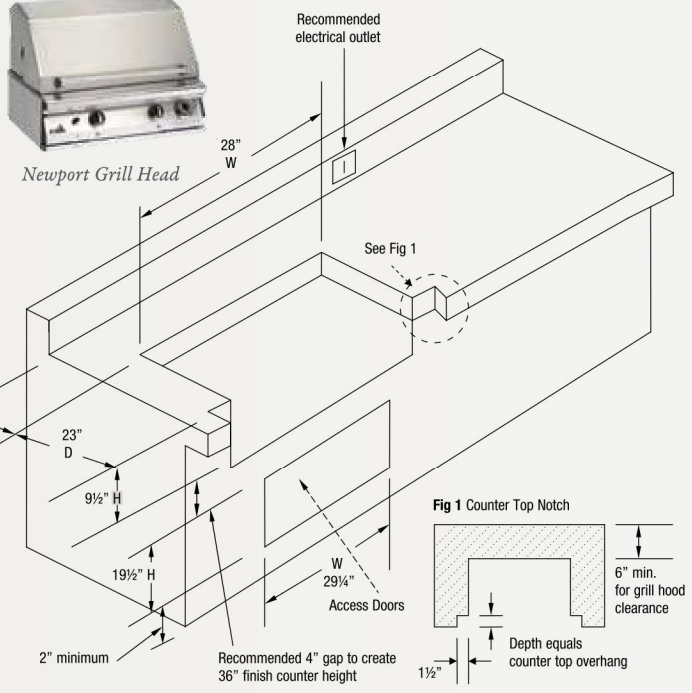
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- NOTES:
1. PROVIDE EMERGENCY SHUT-OFF AS REQUIRED BY LOCAL CODE. COORDINATE LOCATION WITH OWNER'S REP OR LANDSCAPE ARCHITECT.
 2. GRILL TO BE T-SERIES COMMERCIAL GAS GRILL BY PGS.
 3. MODEL: S27T NEWPORT GRILL HEAD WITH MDS L30 PRO SERIERS DOOR KIT SUBMIT CUT SHEET OF GAS GRILL UNIT TO OWNER'S REP OR LANDSCAPE ARCHITECT FOR APPROVAL.
 4. NEW GAS LINE AND CONNECTION TO BE INSTALLED PER LOCAL CODES, SEE CIVIL PLANS.
 5. CONTRACTOR TO INSTALL SOLENOID VALVE ON GAS LINE FOR TIMED GAS OUTPUT TO FIRE PIT AND GRILL FEATURES. SOLENOID VALVE TO BE REDHAT 1/2" BRASS FUEL GAS SOLENOID VALVE OR APPROVED EQUAL.
 6. CONTRACTOR TO PROVIDE SHOP DRAWINGS FOR MASONRY, PLUMBING, MECHANICAL AND ELECTRICAL.

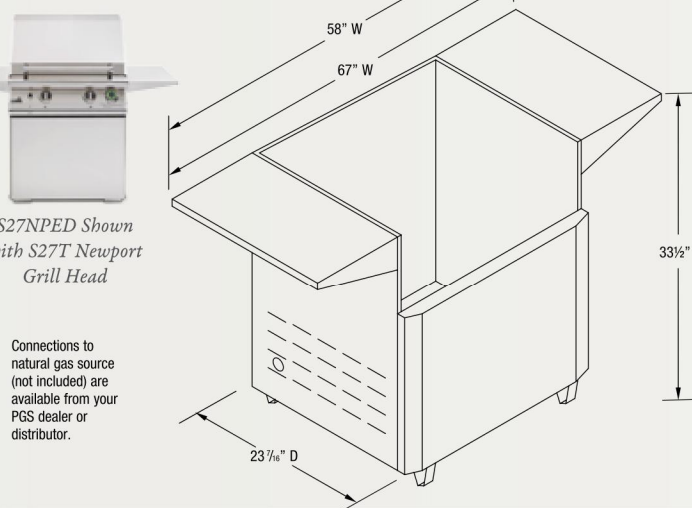
S36T
S36T Pacifica Grill Head 36½" width 23" depth 9½" height
MDS L39 Door Kit 38" width 19½" height



S27T
S27T Newport Grill Head 28" width 23" depth 9½" height
MDS L30 Door Kit 29¼" width 19½" height



S27NPED
S27NPED Pedestal Mount 58" width 23½" depth 33½" height
S36NPED Pedestal Mount 68" width 23½" depth 33½" height



Other PGS Grill Masonry Accessories

LBC Beverage Center
28" width 23" depth 9½" height

Side Burner & SCM Small Beverage Center
12½" width 18½" depth 9" height

MDS L30 Pro Series 30" SS Dual Doors
29 1/4" width 19 3/8" height

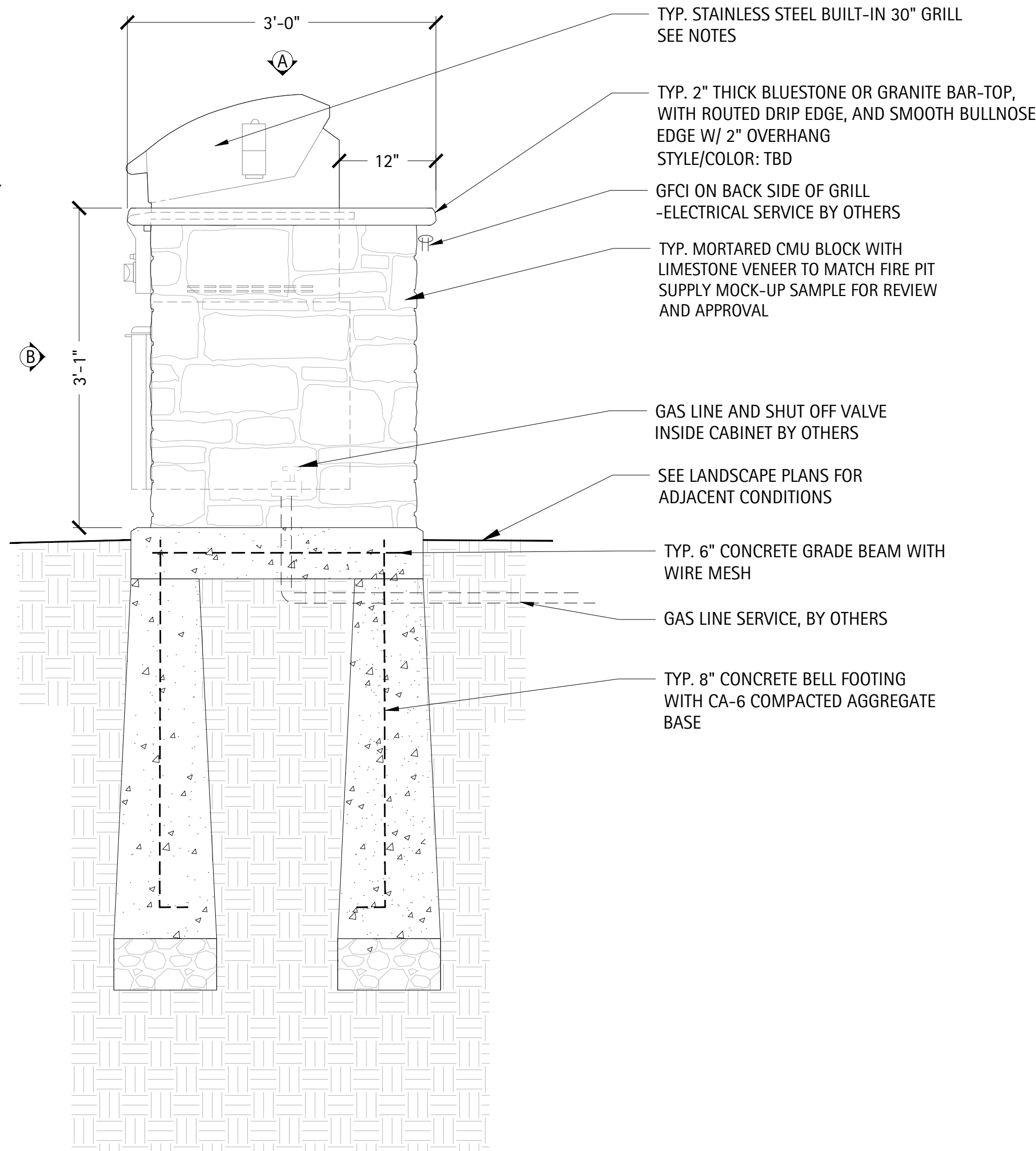
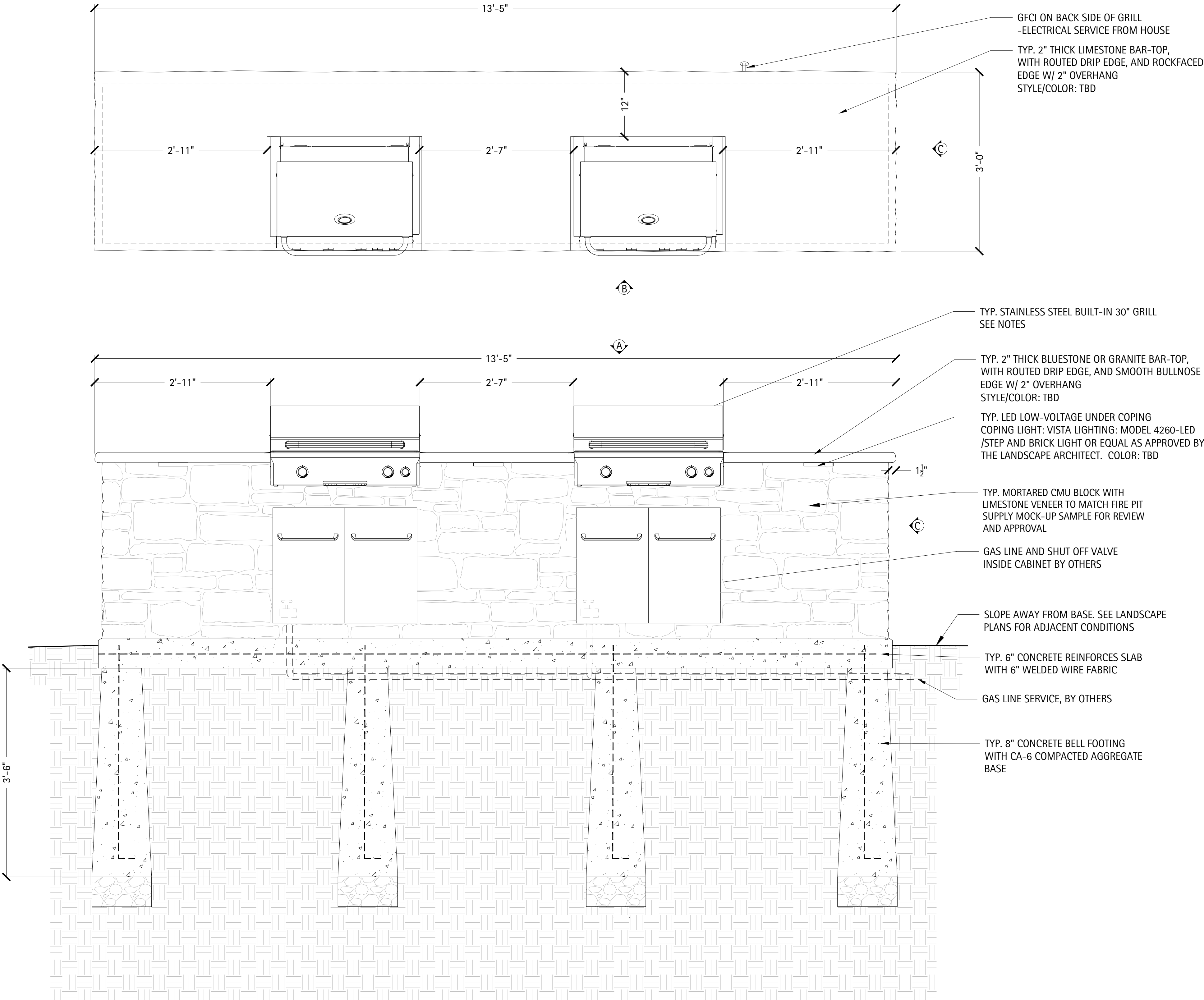
MDS L39 Pro Series 39" SS Dual Doors
38" width 19½" height

MZDS Twin SS Pull-Out Utility Drawers
14" width 20" height

NOTE: Island must be vented to comply with all building and ANSI codes. Grill head must be installed in a non combustible masonry or metal enclosure. Dimensions and specifications are subject to change without notice. Please call our customer service department for the latest updates.

Masonry Islands not available from AEI.

 www.aeicommercial.com www.aecommercial.com All models available in natural gas or propane - please specify 



H:\Lakota_files\Projects\2021\21011 - Prospect Ave. Glen Ellyn Pocket Park\07 Graphics\03 DD CD\01 CAD\L3.0 Details.dwg

Plan / Elevation - Kitchen / Grill Facility
Scale: 1" = 1'-0"

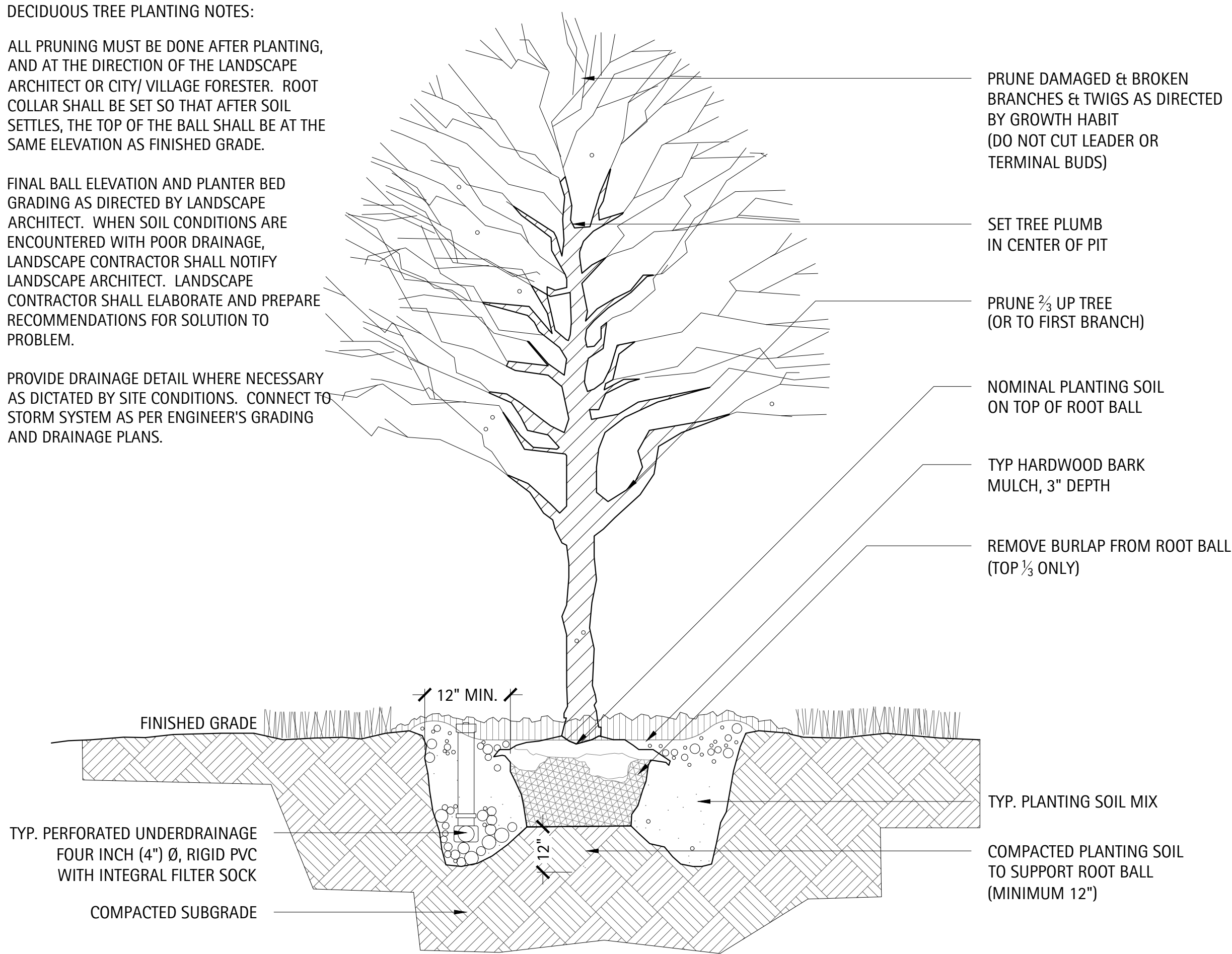
H:\Lakota_files\Projects\2021\21011 - Prospect Ave. Glen Ellyn Pocket Park\07 Graphics\03 DD CD\01 CAD\L3.0 Details.dwg

DECIDUOUS TREE PLANTING NOTES:

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

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

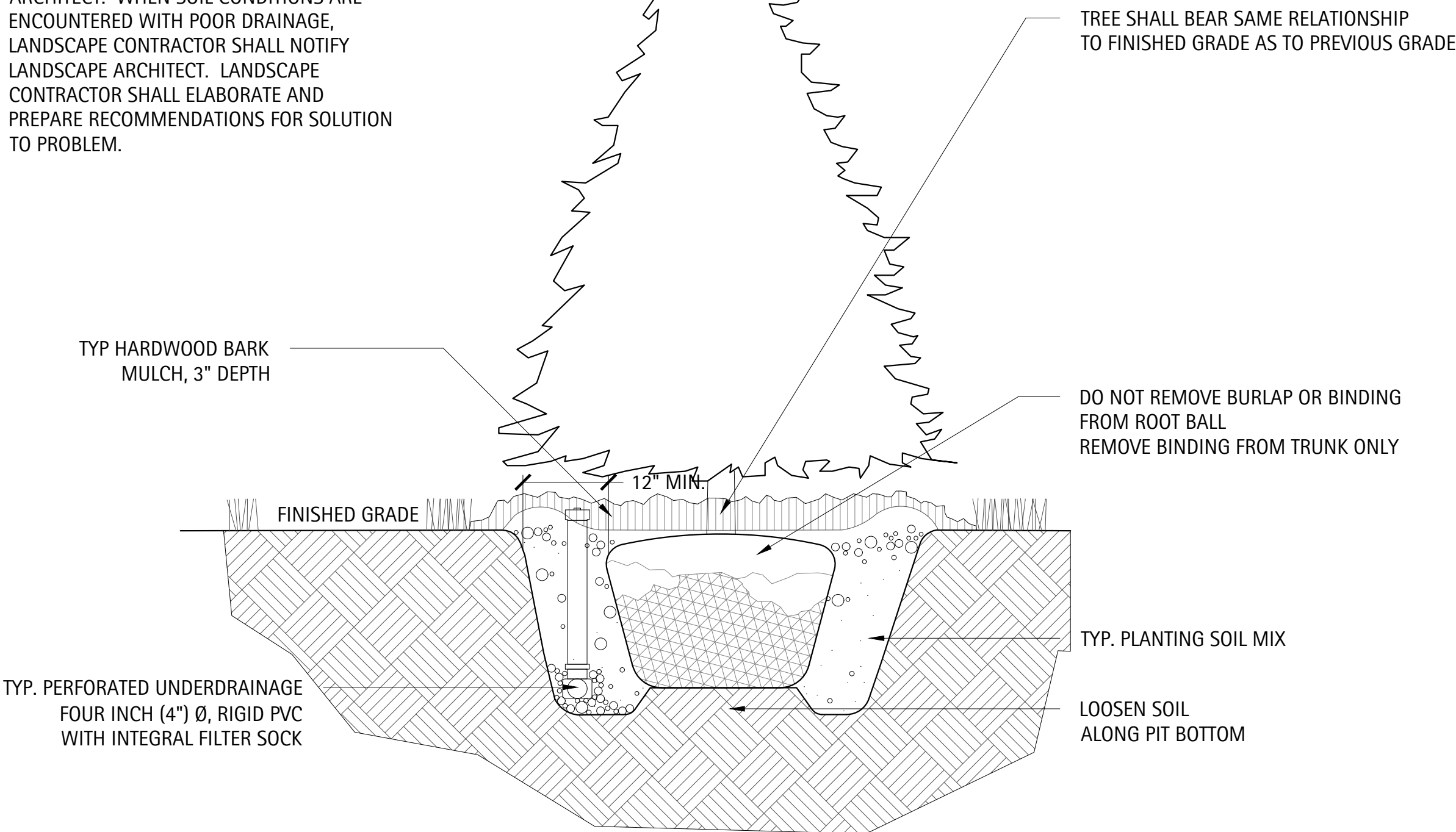
PROVIDE DRAINAGE DETAIL WHERE NECESSARY AS DICTATED BY SITE CONDITIONS. CONNECT TO STORM SYSTEM AS PER ENGINEER'S GRADING AND DRAINAGE PLANS.



1 Section - Shade Tree Planting
Scale: 1/2" = 1'-0"

EVERGREEN TREE PLANTING NOTES:

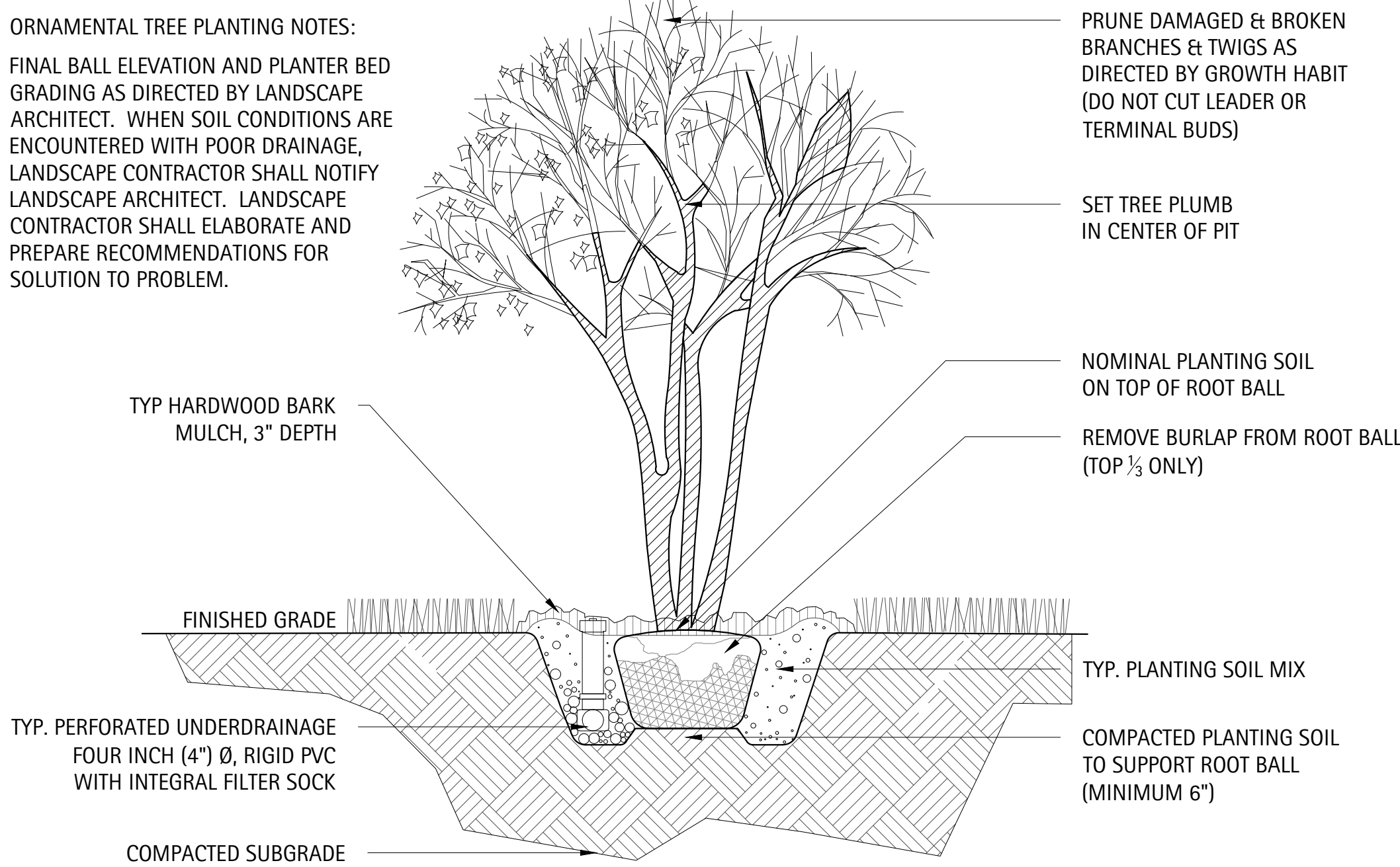
FINAL BALL ELEVATION AND PLANTER BED GRADING AS DIRECTED BY LANDSCAPE ARCHITECT. WHEN SOIL CONDITIONS ARE ENCOUNTERED WITH POOR DRAINAGE, LANDSCAPE CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT. LANDSCAPE CONTRACTOR SHALL ELABORATE AND PREPARE RECOMMENDATIONS FOR SOLUTION TO PROBLEM.



2 Section - Evergreen Tree Planting
Scale: 1/2" = 1'-0"

ORNAMENTAL TREE PLANTING NOTES:

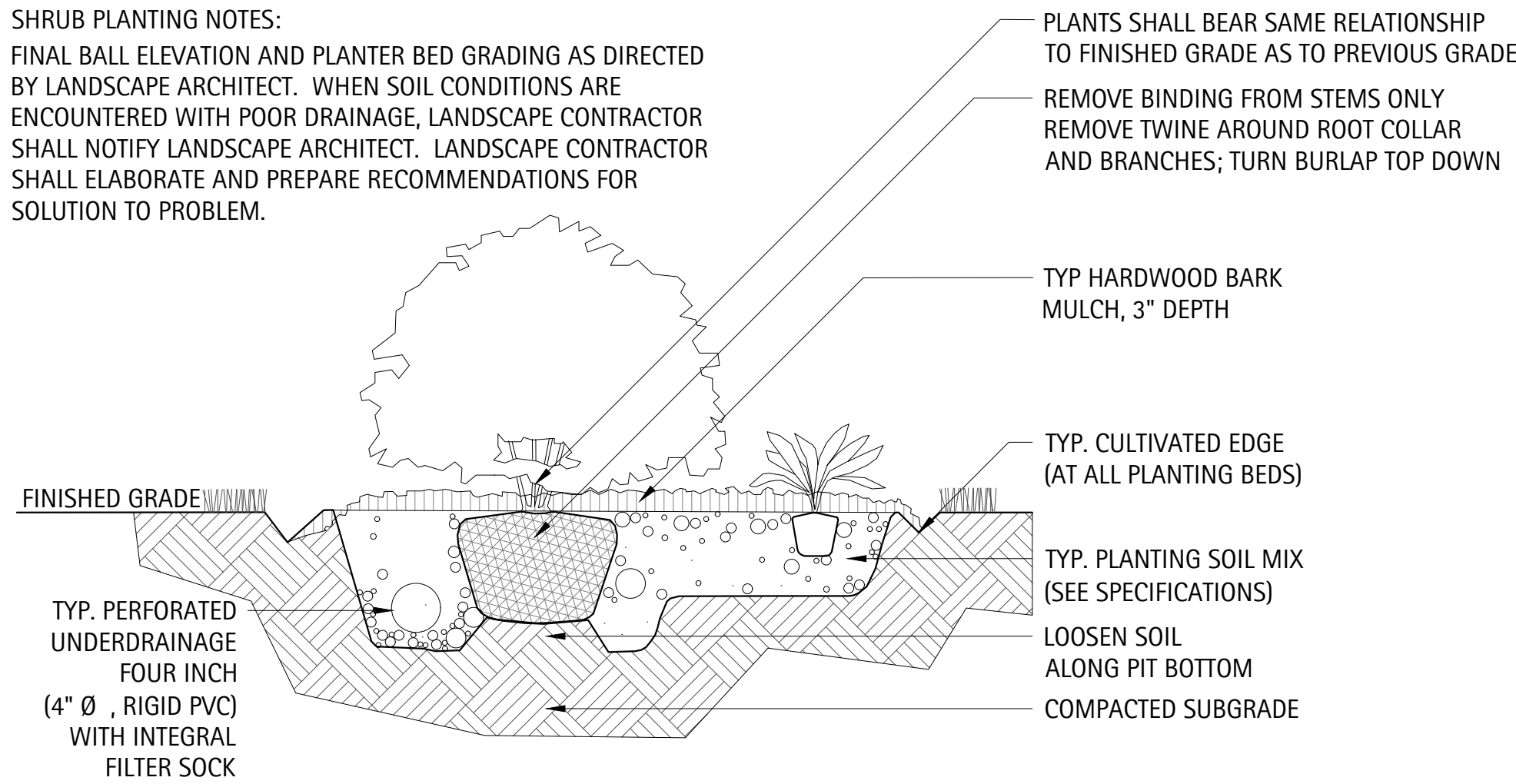
FINAL BALL ELEVATION AND PLANTER BED GRADING AS DIRECTED BY LANDSCAPE ARCHITECT. WHEN SOIL CONDITIONS ARE ENCOUNTERED WITH POOR DRAINAGE, LANDSCAPE CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT. LANDSCAPE CONTRACTOR SHALL ELABORATE AND PREPARE RECOMMENDATIONS FOR SOLUTION TO PROBLEM.



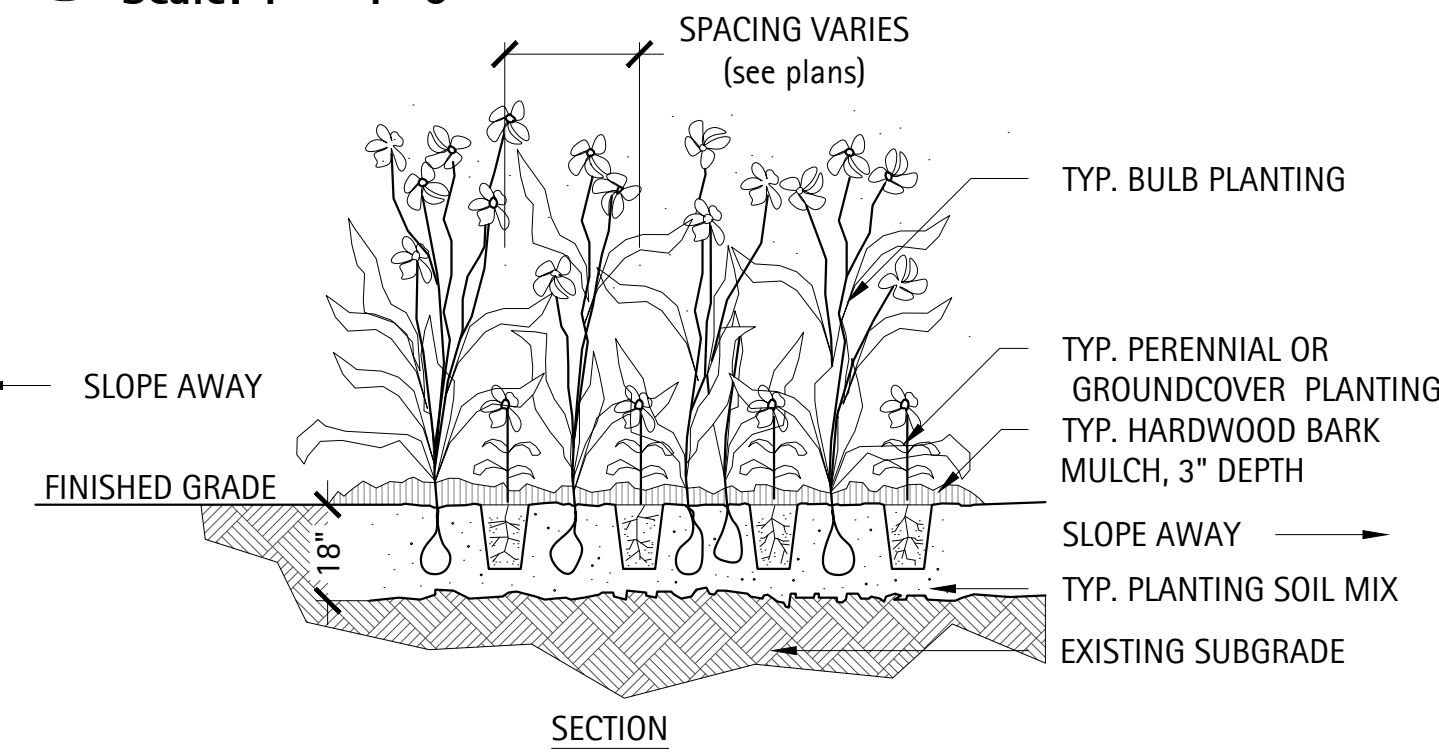
3 Section - Ornamental Tree Planting
Scale: 1/2" = 1'-0"

SHRUB PLANTING NOTES:

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



4 Section - Shrub Planting
Scale: 1" = 1'-0"



NOTES:

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

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

5 Plan, Section - Perennial, Ornamental Grass, Groundcover, and Bulb Planting
Scale: 1/2" = 1'-0"

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REVA DEVELOPMENT PARTNERS LLC
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PROJECT
AVERE on Duane Private Park

424 Prospect Ave.
Glen Ellyn, Illinois 60137

CONSULTANTS
Civil Engineer
Haeger Engineering
Schaumburg, Illinois
T 847.394.6600

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811

ISSUED
MONTH X, 2021
REVISIONS

No	Date	Issue

CHECKED BY
SF

DRAWN BY
MH

SHEET TITLE
PLANTING DETAILS

SCALE IN FEET

NORTH

SHEET NUMBER

L3.5

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DRAFT FINDINGS OF FACT TO SUPPORT A MOTION TO RECOMMEND APPROVAL OF AN AMENDMENT TO THE PRELIMINARY AND FINAL PLANNED UNIT DEVELOPMENT PLANS, AS APPROVED BY ORDINANCE 6705 AND 6706 AND TO REZONE THE PROPERTY LOCATED AT 424 PROSPECT AVENUE, ALL TO ALLOW THE CONSTRUCTION OF AN OUTDOOR AMENITY SPACE FOR THE DEVELOPMENT AT 437 DUANE STREET AND 424 PROSPECT AVENUE, GLEN ELLYN.

Related to the requests of the petitioners, Warren James & Matt Nix, for approval of the following:

1. An Amendment to the Special Use Permit for a Preliminary and Final Planned Unit Development Plat and Plan in accordance with Section 10-10-15 of the Glen Ellyn Zoning Code.
2. A Zoning Map Amendment in accordance with Section 10-10-13 of the Zoning Code to rezone the 424 Prospect Avenue property from R2 District to C5B Central Business District.

...the Plan Commission hereby makes the following Findings of Fact related to the criteria set forth in Section 10-10-14(E) of the Glen Ellyn Zoning Code:

(Draft reasons, taken partially from the petitioner's application packet, as to how the project may comply with the necessary findings have been drafted by Staff; the Commission may wish to consider the findings but should feel free to amend the below reasons to make your own findings of fact based upon information provided at the public hearing).

1. The proposed use will be harmonious and in accordance with the general objectives, or within a specific objective of the Comprehensive Plan and/or Zoning Code, because the plan provides an open space amenity as referenced in the *Strategies and Measures* section of the Glen Ellyn Downtown Strategic Plan. The 424 Prospect Avenue pocket park will, "provide active and passive recreation opportunities and create a unique ambiance in the Downtown" for the residents of Avere on Duane.
2. The project will be designed, constructed, operated and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that such use will not change the essential character of the same area because as shown on the plans submitted, the proposed design of the 424 Prospect pocket park integrates harmoniously into the design of Avere on Duane and the surrounding neighborhood. By allowing the parcel to remain open space with additional landscape elements, it will improve upon the existing appearance and maintain the essential character of the area.
3. The proposed use will not be hazardous or disturbing to existing or future neighborhood uses of the property because the proposed use is consistent with the residential-related uses to the north, south, east, and west of the subject property. There will be no additional automobile traffic generated by the amenity area as it will be accessed only by pedestrians primarily from within the Avere on Duane community. The proposed use will not be hazardous or disturbing to existing or future neighborhood uses.

4. The proposed use will be served adequately by existing public facilities and services such as highways, streets, police, fire protection, drainage structure, refuse disposal, water, sewers and schools because the existing storm, sanitary and water services have sufficient capacity to serve the proposed development. The amenity area will be integrated with Avere on Duane and professionally managed. Avere on Duane ownership will contract for private refuse and recycling, building and grounds maintenance including landscaping and snow removal.
5. The proposed use will not create excessive additional requirements at public cost for public facilities and services and will not be detrimental to the economic welfare of the Village because the 424 Prospect Avenue pocket park (amenity area) will not incur significant demands on public resources or facilities nor will it be detrimental to the economic welfare of the Village. The improvements will be typical of those seen on residential properties.
6. The use will not involve activities, processes, materials, equipment and/or conditions of operation that will be detrimental to any persons, property or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare and odors because the proposed residential use will not involve uses, activities, processes, materials or equipment that would be detrimental to any persons or property or the general welfare and will not produce excessive traffic, noise, smoke, fumes, glare or odors.
7. The development will have vehicular approaches to the property, which shall be so designed as not to create an undue interference with traffic on surrounding public streets or roads because there will not be any change in vehicular approaches due to the construction of these improvements as access will be pedestrian-only from Prospect Avenue or from the Avere on Duane premises.
8. The development will not increase the potential for flood damage to adjacent property or require additional public expense for flood protection, rescue or relief because the proposed park will be primarily permeable surfaces and landscaped green space with sufficient drainage and flood protection. No additional expense is anticipated for flood protection, rescue or relief.
9. The development will not result in destruction, loss or damage of natural, scenic or historic features of major importance to the community because the developer will be adding landscaping, green space and additional scenic elements to the surrounding area that were not there previously.

The Plan Commission hereby makes the following findings in relation to the evaluation factors set forth in Section 10-7-7 of the Glen Ellyn Zoning Code:

(Draft reasons, taken partially from the petitioner's application packet, as to how the project may comply with the necessary findings have been drafted by Staff; the Commission may wish to consider the findings but should feel free to amend the below reasons to make your own findings of fact based upon information provided at the public hearing).

1. That the proposed pocket park/amenity space will not negatively affect the community as a whole because these amenities and accessory structures are typical of what are found in residential areas. They will be appropriately screened and landscaped and will create an attractive open space where there is currently a vacant lot.
2. That the proposed pocket park/amenity space will not negatively affect the neighborhood because, these are typical improvements seen on residential properties. The proposed landscaping and open space will be an improvement to the neighborhood. Additionally, all of the proposed areas of activity are setback from the property lines and are located in the buildable area of the property.
3. That the proposed pocket park/amenity space will not impact the bulk of the development. The proposed improvements will not have an impact on the gross areas of the development, or the area ratios or the designation of land surfaces to which they apply. The amenity area will not impact the building's spacing; it will increase the common open areas and/or recreational facilities; it will not impact the width of streets in the development, building setbacks, or parking and loading facilities.
4. That the proposed pocket park/amenity space will not negatively impact development procedures, as the Avere on Duane construction project is substantially complete and the accessory structures and landscaping that will be installed as part of the amended PUD plans are minor site improvements which will enhance the property; they will not impact streets, lighting, parking or other improvements being performed by the Village.

In addition, the Plan Commission makes the following findings in relation to the evaluation factors set forth in Section 10-10-13(E) of the Glen Ellyn Zoning Code.

(Draft reasons, taken partially from the petitioner's application packet, as to how the project may comply with the necessary findings have been drafted by Staff; the Commission may wish to consider the findings but should feel free to amend the below reasons to make your own findings of fact based upon information provided at the public hearing).

1. Identification of the existing uses of the property within the general area of the affected property: The property is adjacent to Avere on Duane to the north and west, existing single-family to the east and south, and is proximate to St. Petronille Church and downtown Glen Ellyn.
2. Identification of the zoning classification of property within the general area of the affected property: The 424 Prospect Avenue property is zoned R2 Residential District, surrounded by properties that are zoned C5B Central Business District to the north, east and west. The property to the south of the subject property is zoned R2 Residential District.
3. Determination as to the suitability of the property in question to the uses permitted under the existing classification of district and under the proposed classification or district: The petitioner is requesting to amend the Avere on Duane PUD to incorporate/consolidate the

424 Prospect parcel into the development site. Avere on Duane is zoned C5B, so they are requesting to rezone the R2 parcel to C5B for consistent zoning within the development site.

4. The trend or development, if any, in the general area of the affected property, including changes, if any, which have taken place since the date the affected property was placed in its present zoning classification or district: The Avere on Duane parcels were an assemblage of C5B, R4 and R2 District parcels and were rezoned to C5B District as part of the project. The developers would like to incorporate the 424 Prospect Avenue parcel into the development site. Outside of the Avere on Duane development, the adjacent properties have not been redeveloped in recent years.
5. The trend or development, if any, as to the proposed uses of property within the general area of the affected property, as represented on the Comprehensive Plan: The 2001 Comprehensive Plan included the call to “promote replacement of older structures with high quality townhomes and similar multi-family development” on the Avere on Duane property. The more recent 2009 Glen Ellyn Downtown Strategic Plan calls to “redevelop existing multiple-family to new multiple-family with a historically-sensitive development pattern”. The 424 Prospect Avenue property would be integrated as an open space amenity area to the Avere on Duane property.
6. The length of time the property has been vacant as zoned, considered in the context of the land development and the area surrounding the subject property: The previous single-family home that was located on the 424 Prospect Avenue property was in disrepair and was demolished in August/September of 2020 in order to clean up the area surrounding the Avere on Duane property.
7. The extent to which property values are diminished, if at all, by the particular zoning restrictions: The property values will not be diminished but rather will be enhanced by the proposed improvements on the vacant lot if it can be incorporated as part of the Avere on Duane PUD.

“MOTION” (DRAFT) TO RECOMMEND APPROVAL OF AN AMENDMENT TO THE PRELIMINARY AND FINAL PLANNED UNIT DEVELOPMENT PLANS, AS APPROVED BY ORDINANCE 6705 AND 6706 AND TO REZONE THE PROPERTY LOCATED AT 424 PROSPECT AVENUE, ALL TO ALLOW THE CONSTRUCTION OF AN OUTDOOR AMENITY SPACE FOR THE DEVELOPMENT AT 437 DUANE STREET AND 424 PROSPECT AVENUE, GLEN ELLYN.

After conducting a public hearing and deliberating on the requests of the petitioners, Warren James and Matt Nix, for approval of an Amendment to the Special Use Permit for a Preliminary and Final Planned Unit Development plan, as approved by Ordinance No. 6705 and Ordinance No. 6706 and a Zoning Map Amendment to rezone the property located at 424 Prospect Avenue, all to allow the construction of an outdoor amenity space for the Avere on Duane property, the Plan Commission hereby recommends approval of the requests based on the findings of fact, as discussed or amended at the Plan Commission public hearing on October 14, 2021, which are hereby incorporated into the Motion by reference as though fully set forth herein, and a copy of which will be attached to the minutes of this meeting and kept on file as part of the permanent records of the Village. The Plan Commission makes this recommendation of approval of the requests with the following conditions:

1. That the project be constructed in substantial conformance with the plans and testimony presented at the Plan Commission public hearing and before the Village Board of Trustees.
2. That it is the obligation of the owners of the development to install, maintain, and replace all landscape materials in accordance with the approved landscape plan on a continuing basis.