

A G E N D A

REGULAR MEETING OF THE PLAN COMMISSION OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON WEDNESDAY, AUGUST 6, 2014 AT 7:00 P.M. AT THE VILLAGE HALL, 7760 QUINCY STREET, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER
2. ROLL CALL
3. OMNIBUS VOTE AGENDA
 - A. Waive Reading of Minutes (APPROVE)
 - B. Minutes - Special Meeting July 16, 2014 (APPROVE)
 - C. Minutes - Village Board Meeting June 23, 2014
4. PLAN COMMISSION CONSIDERATION: Zoning Hearing Case 14-11: Petition for approval of a Planned Unit Development, including all variations and relief as may be required to permit the construction of a building and related site improvements.
 - A. PUBLIC HEARING
 - B. DISCUSSION
5. PLAN COMMISSION CONSIDERATION: Zoning Hearing Case 14-10: Petition for text amendments to the Title 9 of the Village Code (Zoning Ordinance) defining and regulating Medical Marijuana Facilities in the Village of Willowbrook.
 - A. PUBLIC HEARING (continued from the July 16, 2014 Plan Commission Special Meeting)
 - B. DISCUSSION
6. VISITOR'S BUSINESS
7. COMMUNICATIONS
8. ADJOURNMENT

MINUTES OF THE SPECIAL MEETING OF THE PLAN COMMISSION HELD ON WEDNESDAY, JULY 16, 2014, AT THE VILLAGE HALL, 7760 QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

Chairman Kopp called the meeting to order at the hour of 7:00 p.m.

2. ROLL CALL

Those present at roll call were Commissioners Soukup, Kaucky, Ruffolo, Vice-Chairman Wagner and Chairman Kopp. Also present were Village Planner Jo Ellen Charlton, Building Inspector Roy Giuntoli and Secretary Joanne Prible. ABSENT: Commissioners Lacayo and Remkus.

Commissioner Lacayo entered the meeting at 7:05.

3. OMNIBUS VOTE AGENDA

The items on the Omnibus Vote Agenda were as follows:

- A. Waive Reading of Minutes (APPROVE)
- B. Minutes – Regular Meeting May 7, 2014 (APPROVE)
- C. Minutes – Village Board Meeting April 28, May 12, May 27 and June 9, 2014

MOTION: Made by Commissioner Wagner seconded by Commissioner Soukup, to approve the Omnibus Vote Agenda.

4. PLAN COMMISSION CONSIDERATION: Zoning Hearing Case 14-06 - 6300 Kingery Highway, "Oishi Sushi": Petition for a Special Use permit and other relief as may be required to allow a 1,890 square foot restaurant to operate in Hinsdale Lake Commons Shopping Center.

- A. PUBLIC HEARING
- B. DISCUSSION

See Court Reporter Minutes.

MOTION: Made by Commissioner Ruffolo, seconded by Commissioner Soukup based on the submitted petition and testimony presented, I move that the Plan Commission approve and adopt the standards for special use outlined in Exhibit 3 of the staff report prepared for PC 14-06 for the July 16, 2014 Plan Commission meeting, and that the Plan Commission recommend to the Village Board approval of a special use for a restaurant subject to the following condition:

1. The special use for a restaurant shall only apply to the 1900 square feet in tenant space number 2.

ROLL CALL: AYES: Commissioners Lacayo, Soukup, Kaucky, Ruffolo, Vice-Chairman Wagner, and Chairman Kopp; NAYS: None. ABSENT: Commissioner Remkus.

MOTION DECLARED CARRIED

5. PLAN COMMISSION CONSIDERATION: Zoning Hearing Case 14-07 - 6258 Kingery Highway, "Little Sunshine Playhouse": Petition to amend a special use for a PUD and other variations and relief as may be required to allow the construction of a new 9,267 square foot daycare facility and site improvements.
 - A. PUBLIC HEARING
 - B. DISCUSSION

See Court Reporter Minutes.

MOTION: Made by Vice-Chairman Wagner, seconded by Commissioner Soukup based on the submitted petition and testimony presented, I move that the Plan Commission approve and adopt the standards for special use and PUD and the findings outlined in Exhibits 4, 5, and 6 respectively of the staff report prepared for PC 14-07 for the July 16, 2014 Plan Commission meeting; and that the Plan Commission recommend to the Village Board approval of a special use authorizing a major change to an existing PUD and granting preliminary and final plat and plan approval for Lot 2, including all identified or incorporated exceptions included in the plans subject to the following conditions:

1. Improvements shall be in substantial compliance with all plans described in Exhibits 1 of the staff report prepared for PC 14-07 except as may be modified to comply with Village Codes or in response to compliance with conditions recommended by the Plan Commission and as approved by the Village Engineer.
2. Plans shall be revised prior to being considered by the Village Board in compliance with the engineering and planning comments outlined in Exhibits 2 and 3 respectively of the staff report prepared for PC 14-07 for the July 16, 2014 Plan Commission meeting except for comment 4 of the site plan comments and comment 6 of the landscape plan comments.

ROLL CALL: AYES: Commissioners Lacayo, Soukup, Kaucky, Ruffolo, Vice-Chairman Wagner, and Chairman Kopp; NAYS: None. ABSENT: Commissioner Remkus.

MOTION DECLARED CARRIED

6. PLAN COMMISSION CONSIDERATION: Zoning Hearing Case 14-08 - 301 W. 75th Street, "Chishack": Petition for a special use permit for a restaurant and drive through and approval of variations to allow a 1,187 square foot restaurant.
 - A. PUBLIC HEARING
 - B. DISCUSSION

See Court Reporter Minutes.

MOTION: Made by Commissioner Ruffolo, seconded by Vice-Chairman Wagner based on the submitted petition and testimony presented, I move that the Plan Commission approve and adopt the standards for special use and variations outlined in Exhibits 3 and 4 respectively of the staff report prepared for PC 14-08 for the July 16, 2014 Plan Commission meeting; and that the Plan Commission recommend to the Village Board approval of a special use for a drive through restaurant; a variation from 9-12-2 to allow a refuse enclosure less than 10' from property line; a variation from 9-10-5G to allow a western interior parking setback of 2' and eastern interior parking setback of 2'7" when 10' is required; and a variation from 9-10-5G to allow a northern front parking setback of 9'10" when 15' is required subject to the following conditions:

1. Improvements shall be in substantial compliance with all plans described in Exhibit 1 of the staff report prepared for PC 14-08 except as may be modified in response to compliance with Village Codes or conditions recommended by the Plan Commission and as approved by the Village Engineer. Approved signage is limited to the 105.27 square feet of signage including one monument sign and one wall sign on each of the north, east and west frontages will be permitted.
2. The Landscape Plan shall be revised, resubmitted and approved by the Village in compliance with Village Codes prior to installation of landscape materials
3. Plans shall be revised prior to being considered by the Village Board in compliance with the planning comments outlined in Exhibit 2 of the staff report prepared for PC 14-08 for the July 16, 2014 Plan Commission meeting.

ROLL CALL: AYES: Commissioners Lacayo, Soukup, Kaucky, Ruffolo, Vice-Chairman Wagner, and Chairman Kopp; NAYS: None. ABSENT: Commissioner Remkus.

MOTION DECLARED CARRIED

7. **PLAN COMMISSION CONSIDERATION: Zoning Hearing Case 14-09 - 7580 Quincy Street "Westmont Swim Club":** Petition for a rezoning from M1 to OR, a special use permit for a recreational use and a variation to allow a swim club.
 - A. PUBLIC HEARING
 - B. DISCUSSION

See Court Reporter Minutes.

MOTION: Made by Commissioner Ruffolo, seconded by Commissioner Kaucky based on the submitted petition and testimony provided, I move that the Plan Commission approve and adopt the standards for special use and variations outlined in Exhibits 4 and 5 respectively of the staff report prepared for PC 14-09 for the July 16, 2014 Plan Commission meeting; and that the Plan Commission recommend to the Village Board approval of a rezoning from M-1 to OR, granting of a special use for a recreational use; a variation from Section 9-10-4 to not provide 1 loading space; a variation from 9-10-5(L) 1 to allow parallel parking; and a variation from 9-14-2.23(B)3(d) to provide no foundation landscaping along the newly paved areas along the west and south sides of the building; subject to the following conditions:

1. Improvements shall be in substantial compliance with all plans described in Exhibits 1 of the staff report prepared for PC 14-09 except as may be modified to comply with Village Codes or in response to compliance with conditions recommended by the Plan Commission and as approved by the Village Engineer.
2. Plans shall be revised prior to being considered by the Village Board in compliance with the engineering and planning comments outlined in Exhibits 2 and 3 respectively of the staff report prepared for PC 14-09 for the July 16, 2014 Plan Commission meeting.
3. The facility will not be used for swim meets.
4. We ask the Village to consider placing "No Parking" signs on Quincy Avenue adjacent to this property and the property to the north.

DISCUSSION ON MOTION: Planner Charlton asked whether any modifications would be made to the dumpster requirement outlined in Exhibit 3.

AMENDMENT TO MOTION: Made by Commissioner Kaucky, seconded by Vice-Chairman Wagner to add a condition 5 to the original motion that the requirement for an exterior dumpster will be eliminated.

ROLL CALL ON AMENDED MOTION: AYES: Commissioners Lacayo, Soukup, Kaucky, Ruffolo, Vice-Chairman Wagner, and Chairman Kopp; NAYS: None. ABSENT: Commissioner Remkus.

ROLL CALL ON ORIGINAL MOTION: AYES: Commissioners Lacayo, Soukup, Kaucky, Ruffolo, Vice-Chairman Wagner, and Chairman Kopp; NAYS: None. ABSENT: Commissioner Remkus.

MOTION DECLARED CARRIED

8. PLAN COMMISSION CONSIDERATION: Zoning Hearing Case 14-10: Petition for text amendments to the Title 9 of the Village Code (Zoning Ordinance) defining and regulating Medical Marijuana Facilities in the Village of Willowbrook.

- A. PUBLIC HEARING
- B. DISCUSSION

MOTION: Made by Vice-Chairman Wagner, seconded by Commissioner Lacayo, to continue the discussion to the August 6, 2014 regular Plan Commission meeting.

MOTION DECLARED CARRIED

9. VISITOR'S BUSINESS

None.

10. COMMUNICATIONS

None.

11. ADJOURNMENT

MOTION: Made by Commissioner Soukup, seconded by Commissioner Lacayo, to adjourn the regular meeting of the Plan Commission at the hour of 9:45 p.m.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

PRESENTED, READ AND APPROVED,

_____, 2014

Minutes transcribed by Joanne Prible.

Chairman

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, JUNE 23, 2014 AT THE VILLAGE HALL, 7760 QUINCY STREET, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

The meeting was called to order at the hour of 6:30 p.m. by Mayor Frank Trilla.

2. ROLL CALL

Those present at roll call were Mayor Frank Trilla, Village Clerk Leroy Hansen, Trustees Dennis Baker, Sue Berglund, Umberto Davi, Terrence Kelly, Michael Mistele, and Paul Oggerino.

ABSENT: None.

Also present were Village Attorney Thomas Bastian, Village Attorney Michael Durkin, Village Administrator Timothy Halik, Chief Mark Shelton, Deputy Chief Mark Altobella, Management Analyst Garrett Hummel, and Deputy Clerk Cindy Stuchl.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Village Resident, Scott Pauga, to lead everyone in saying the Pledge of Allegiance.

4. VISITORS' BUSINESS

None presented.

5. OMNIBUS VOTE AGENDA

- a. Waive Reading of Minutes (APPROVE)
- b. Minutes - Regular Board Meeting - June 9, 2014 (APPROVE)
- c. Minutes - Executive Session - June 9, 2014 (APPROVE)
- d. Warrants - \$421,139.70 (APPROVE)
- e. Monthly Financial Report - May 31, 2014 (APPROVE)
- f. Ordinance - An Ordinance Declaring Surplus Property and Authorizing the Sale of the Same - Ordinance No. 14-O-27 (PASS)

Mayor Trilla asked the Board if there were any items to be removed from the Omnibus Vote Agenda.

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund to approve the Omnibus Vote Agenda as presented.

ROLL CALL VOTE: AYES: Trustees Baker, Berglund, Davi, Kelly, Mistele, and Oggerino. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

NEW BUSINESS

6. DELINQUENT WATER BILLS

Administrator Halik reported that there was one (1) delinquent water bill in the amount of \$105.66. Staff requested authorization to proceed in accordance with past practices which was approved.

7. PROCLAMATION - A PROCLAMATION RECOGNIZING THE SUCCESSFUL EFFORTS OF FORMER WILLOWBROOK RESIDENT BRIAN PAUGA, DIRECTOR OF SCOUTING FOR THE SAN ANTONIO SPURS, IN WINNING THE 2014 NBA CHAMPIONSHIP

Mayor Trilla presented Jean Pauga, mother of Brian Pauga, with a proclamation recognizing Brian's accomplishments.

8. ORDINANCE - AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS, AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AMENDMENT TO THE DEVELOPMENT AGREEMENT REGARDING THE ROUTE 83 AND PLAINFIELD ROAD TAX INCREMENT REDEVELOPMENT PROJECT AREA

Administrator Halik stated that the Village had previously entered into an agreement with the Harlem Irving Companies to escrow unspent funds to be used to benefit the properties within the TIF District. The deadline to use the funds is currently set for August 1, 2014. These funds are anticipated to be used towards traffic improvements and the installation of a new traffic signal on Plainfield Road as part of the Pete's Fresh Market development. The road work associated with this development will not commence prior to August 1st.

Administrator Halik advised that he had contacted Harlem Irving's General Counsel and requested a time extension, which he was agreeable to.

An amendment to both the development agreement and the next Agenda item for the escrow deposit agreement would be required to extend the agreements to August 1, 2015. All other conditions within both agreements will stay the same.

MOTION: Made by Trustee Baker and seconded by Trustee Mistele to pass Ordinance No. 14-O-28 as presented.

PREVIOUS ROLL CALL VOTE: AYES: Trustees Baker, Berglund, Davi, Kelly, Mistele, and Oggerino. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

9. ORDINANCE - AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS, AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AMENDMENT TO THE ESCROW DEPOSIT AGREEMENT WITH WILLOWBROOK TOWN CENTER LLC

MOTION: Made by Trustee Baker and seconded by Trustee Mistele to pass Ordinance No. 14-O-29 as presented.

PREVIOUS ROLL CALL VOTE: AYES: Trustees Baker, Berglund, Davi, Kelly, Mistele, and Oggerino. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

10. RESOLUTION - A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT A PROPOSAL FOR THE PURCHASE OF ONE (1) 2015 FORD F-350 4WD REGULAR CAB WITH SERVICE BODY PUBLIC WORKS VEHICLE - WILLOWBROOK FORD, INC.

Administrator Halik stated that the Fiscal Year Budget 2014/15 included \$30,000 for the replacement of a Public Works vehicle. Price quote received from Willowbrook Ford was \$1,250 lower than the State of Illinois Joint Purchase Program. The quote was \$29,133.

MOTION: Made by Trustee Baker and seconded by Trustee Oggerino to adopt Resolution No. 14-R-30 as presented.

PREVIOUS ROLL CALL VOTE: AYES: Trustees Baker, Berglund, Davi, Kelly, Mistele, and Oggerino. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

PRIOR BUSINESS

11. COMMITTEE REPORTS

Trustee Baker had no report.

Trustee Kelly had no report.

Trustee Mistele stated that the bid opening was conducted this afternoon for the new Village Hall renovation project. The low bid was from FBG Corporation in the amount of \$1,409,000. Contract approval should be on the next Board meeting agenda on July 14, 2014.

Trustee Berglund had no report.

Trustee Davi had no report.

Trustee Oggerino had no report.

12. ATTORNEY'S REPORT

Attorney Bastian stated that it has been a year since his law firm has been appointed to represent the Village of Willowbrook. Attorney Bastian wished to thank the Village Board and Staff on behalf of the firm for a great year.

13. CLERK'S REPORT

Clerk Hansen had no report.

14. ADMINISTRATOR'S REPORT

Administrator Halik had no report.

15. MAYOR'S REPORT

Mayor Trilla had no report.

16. EXECUTIVE SESSION

Mayor Trilla stated that there was no need for Executive Session during tonight's meeting.

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17. ADJOURNMENT

MOTION: Made by Trustee Mistele and seconded by Trustee Baker, to adjourn the Regular Meeting at the hour of 6:42 p.m.

ROLL CALL VOTE: AYES: Trustees Baker, Berglund, Davi, Kelly, Mistele, and Oggerino. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED.

July 14, 2014.

Mayor

Minutes transcribed by Deputy Clerk Cindy Stuchl.

VILLAGE OF WILLOWBROOK

STAFF REPORT TO THE PLAN COMMISSION

Meeting Date: August 6, 2014

Prepared By: Jo Ellen Charlton, Planning Consultant

Case Number and Title: PC 14-11: 700 Willowbrook Center Parkway, Willowbrook Business Center

Petitioner: David J. Hrizak for Willowbrook Business Center, LLC., 501 Willow Blvd., Suite 102, Willow Springs, IL 60480.

Action Requested: Approval of a special use for a Planned Unit Development and approval of a Preliminary and Final Plat of PUD.

Location: 700 Willowbrook Center Parkway, west side, just north of Public Work Facility.

PINs: 09-26-204-065

Existing Zoning: LOR

Existing Land Use: Vacant property

Property Size: 2.77 Acres

Surrounding Land Use:

	<i>Use</i>	<i>Zoning</i>
<i>North</i>	Vacant Property South end of Adams	LOR
<i>South</i>	Public Works Facility	LOR
<i>East</i>	Unused/Vacant Part of USPS Facility Off of Monroe	LOR
<i>West</i>	742 73 rd Single Family	R-2

Documents Attached: Exhibit 1. Submitted Documents/Plans
Exhibit 2. Planning Comments
Exhibit 3. Standards for Special Use
Exhibit 4. Standards and Findings for Planned Unit Development

Necessary Action by Plan Commission: Make a recommendation to the Mayor and Village Board. A sample motion can be found on Page 8 of this report.

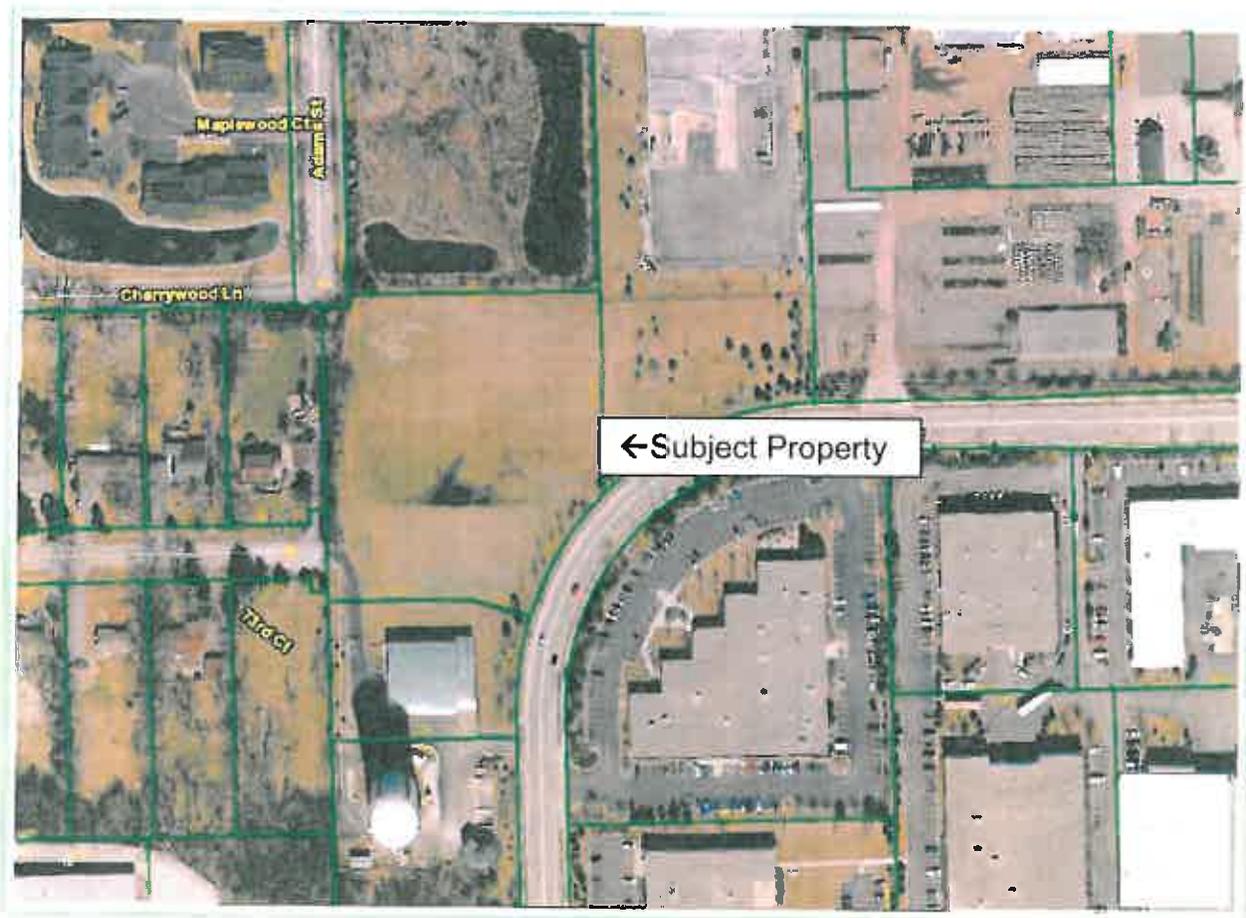
Site Description:

The subject property is located on the west side of Willowbrook Center Parkway, just north of the Public Works facility. 73rd Court dead ends into the west property line of the property. Adams Street dead ends into the north property line of this property.

History and Proposal:

The applicant wishes to utilize the existing vacant property to build two new buildings, which requires conditional use approval for a PUD since standard zoning only allows one principal building on a zoning lot.

This lot was previously part of the Willowbrook Public Works property. The original intent for this property was to add a Village Hall and other public buildings in this area. Recently, the Village Hall was able to obtain two buildings adjacent the current Village Hall, so the extra property at the Willowbrook Center Parkway property became “surplus” and available for other development. The lot was approved recently as part of a subdivision of the Public Works Property.



The applicant desires to build two (2) buildings parallel to each other in a north/south direction. The main entrances for each building will face east and west. Customers and employees will park and enter the units in these areas. A central drive between the buildings will provide access to service areas and overhead doors. These overhead doors are proposed in lieu of traditional

“loading” dock areas. This area will also be utilized to service garbage for each unit. Instead of a common dumpster area on the exterior of the site, each tenant will manage their own garbage in their unit, and place their garbage outside the overhead door in the central drive area for servicing on garbage day. Otherwise, this central drive area will be expected to remain open and free of obstructions and cars at all other times.

Staff Analysis

Bulk Regulations and PUD Standards

PUDs may depart from the strict conformance with the required density, dimension, area, height, bulk and other regulations for the underlying zoning district and other provisions of the Zoning Ordinance to the extent specified in the preliminary plat and document authorized the PUD so long as it will not be detrimental to or endanger the public health, safety and general welfare, except that there are no exceptions for complying with 7 specific PUD Standards. The departures are identified as “exceptions” and outlined in any approving ordinance. A list of all underlying requirements of the LOR District, along with how the project meets the requirement is provided in the table below. Items that appear as shaded are exceptions and would identified in any approving ordinance.

Regulation	Required	Provided
Lot Size	Varies based on use	120,962 (exceeds all minimums)
Lot Coverage	40%/48,444	30%/35,803
FAR	.5	.3
Height	3 stories or 38'	24' 3"
West Building Setback (Transitional due to Residential)	80'	90'
West Parking Setback (Transitional due to Residential)	40'	40' 6 ¼"
North Building	20'	34' 6 ¾"
North Parking Setback	10'	10' 6 ¾"
East Building Setback	20'	90' 11"
East parking Setback	10'	11' 6"
South Building Setback	20'	35' 0 ½"
South Parking Setback	10'	10' 6"
Street Building Setback	50' or 150% of bldg. ht.	55'
Street Parking Setback	15'	5'
Minimum Foundation	7'	North/South = 0' East/West (Exterior) 7' East/West (Interior) 5.5'
Loading Space	1 space at 12'x55'	Each Unit provided with access to smaller interior loading space
Driveway Centerline	Not < 70' from lot line	34'

Access and Circulation

The project will be served by only one access drive located near the south property line. There will be no access to the site from 73rd Court or Adams Street. Section 9-10-5(L)2d of the Zoning Ordinance requires the centerline of any driveway to be at least 70' from any lot line. The setback between the centerline of the drive and the lot line is about 34'. Staff supports this exception as part of the PUD approval given the street angle and the proposed circulation around the site. After entering the site, traffic can turn right to access the front of the east building, or continue straight, along the south sides of both buildings to gain access to the central service area between the building and to the west side of the west building, for access to the front doors of those tenant spaces.

A turning exhibit was provided to show that garbage trucks and a fire truck can maneuver on the site. It is expected that garbage trucks will enter the site, continue west to the central service area, turn north, and the circulate clockwise around the east building back to the curb cut to exit the property. The turning diagram also shows that a 44' fire truck can maneuver all the way around the perimeter of the site.

As a condition of approval, staff recommends the loading/service area between the buildings be designated as a "No Parking" Zone, and that this requirement be incorporated into the proposed declarations. This will help ensure that the area is open to all tenants for loading and for proper servicing of garbage in the area.

Parking

The applicant's plan for parking provides 76 spaces for 35,803 square feet of space. This is based on an assumption that 25 percent of the space will be utilized for office space (at a parking ratio of 1/225), while 75 percent of the space will be utilized for manufacturing, fabricating, processing, storing, cleaning, testing, assembly, repairing and service establishments (at a parking ratio of 1/800) and assuming that not more than 1 employee occupies the larger space. As condominiums, it is not possible at this time to determine what each specific use might be. There are, however, otherwise permitted uses, that will not be allowed because of their higher parking requirement. Based on the applicant's assumption that each space will require no more than 4 parking spaces, staff recommends that each potential permitted or conditional use be authorized only when its parking requirement, as regulated by the Zoning Ordinance, is equal to or less than 1 parking space for every 450 square feet of space. This is the equivalent of the proposed 25/75 office/manufacturing split. As a condition of the PUD, staff is recommending that this language be incorporated into the proposed declarations to ensure no one purchases property without knowing the parking limitation.

Given the unique nature of the type of tenant this space is designed for and targeted to, it would be appropriate for the applicant to provide testimony during the public hearing as to their expected market for this type of space. For example, do they have commitments for a certain amount of this space that meets the parking expectations, or will this be purely speculative space added to the market. If there are commitments for the space with these restrictions, the Village can be more assured that the space will be productively occupied more quickly. If there are limited to no commitments for the space, the space may experience longer vacancy due to the restrictions on the types of uses that can be authorized due to the limited parking. This can generate pressure to the Village to approve uses that have higher parking requirements, which could result in the illegal use of drive aisles or the central loading/service area for illegal parking.

Loading

In lieu of the 1 12'x55' loading space required by the Zoning Ordinance for the total amount of square footage on this site, the applicant is proposing smaller individual loading spaces for each of these relatively small tenant spaces via a common loading/service drive aisle between the two buildings. Each unit will be equipped with an overhead door that provides access into a 12'x14' loading space within the unit. The central area cannot be accessed by semis, but instead can be accessed by smaller UPS delivery type trucks. These same overhead doors will also be utilized to store all garbage indoors, except on pick-up days, when garbage can be placed in the central area for pick-up. Staff therefore recommends the declarations specify that owners are not authorized to allow semis to utilize the property, and that the association shall arrange for common garbage pickup on site from the central area, and that all garbage must be kept indoors except on pick up day, when it can be placed outside no sooner than 6:00 AM and returned inside no later than 5:00 PM.

Stormwater Management

Detention for this property was designed as part of the original Centerpoint Subdivision. The basin that will accept water from this development is across the street from the Public Works property. All water collected from this site will be ultimately be directed to the storm sewer in Willowbrook Center Parkway, which flows south to reach this detention basin. An infiltration and water quality basin is located on the west side of the development. This feature is a "BMP" requirement of the DuPage County Stormwater Ordinance. This basin is designed with native vegetation, and the purpose is to filter pollutants from the site's stormwater before it is directed to the storm system and detention pond.

Area Flooding Concerns

The Village is aware that residents along 73rd Court experience rear yard flooding. Staff has confirmed with the Village Engineer that this water comes from the north and is generally directed west, however the subject site must accept and handle whatever flow currently comes to it.

Use:

The property is zoned LOR, which permits the following uses:

- (A) Business and professional offices.
- (B) Research laboratories.
- (C) Governmental office buildings.
- (D) Mortuaries.
- (E) Related commercial uses.
- (F) Medical and/or dental clinics.
- (G) Any production, manufacturing, assembling, processing, cleaning, servicing, testing, repair or storage of materials, goods or products, and business offices accessory thereto, which conform with the performance standards set out in [Chapter 9](#) of this Title.
- (H) Any business or commercial establishment which provides supplies and/or services primarily to industrial, manufacturing and warehousing customers, and which conforms to the performance standards set out in [Chapter 9](#) of this Title.
- (I) Public utility and public service uses, including:
- (J) Kitchen, washroom and sleeping quarters exclusively for the temporary use and occupancy of security personnel only, and only as essential to the conduct or the operation of a primary use

within this District. There shall be permitted one hundred (100) square feet of such facilities for each acre or part thereof contained in the lot or parcel on which such facilities are to be constructed, provided that such lot or parcel shall not be less than two (2) acres in area. In all cases, the floor area of such facilities shall not exceed five hundred (500) square feet. The construction of any facilities shall conform to all applicable building or L-O-R Limited Office and Research District Regulations.

(K) Accessory uses and structures as provided in [Chapter 12](#) of this Title

As discussed above in the parking section, the applicant has decided to limit the sale/use of these units based on available parking. A particular use would be allowed only if its parking requirement did not exceed the same parking that would be required assuming 25 percent of the use space at 1 space for every 225 square feet, and 75 percent of the use space at 1 parking space for every 800 square feet.

A limited number of additional uses are possible via special use approval, which would require a separate public hearing in order to be considered. Parking would be considered as part of the special use process.

Landscaping:

Existing landscaping on the site is limited mostly to the edges and along the Willowbrook Center Parkway frontage. Most of the trees along the frontage are fairly young, and were planted as part of the original subdivision. They will need to be removed to accommodate the development. Three (3) evergreen trees (2 on the east and 1 on the south property lines) will be preserved. The remainder of the area on the east and south property lines are relatively free of landscaped material.

The west and north property lines are heavily "wooded" with a mix of both quality and "scrub" material. The west property line is of particular concern, given its proximity to a single family residential property. It is not clear where the property line is within the tree line and how much of this growth is on the subject property and how much is on the adjoining residential property. The plan shows three (3) named trees to be preserved along the west line, and shows the actual location on the adjoining residential property. All other material is shown to be removed and replaced with new landscaping within a 40' required transitional landscape yard, that is also intended to be improved to meet the County Stormwater "BMP" requirements. Basically, this means a drainage swale is proposed in this yard. While the proposed landscaping in this area meets the minimum requirements for general development, it does not meet the requirements within a transitional yard next to a residential property. Section 9-7(C)3 F7 requires protection of the privacy of the adjoining residential district with a minimum "6' earthen berm planted with 3" overstory trees every 30'". Given that a 6' berm is not possible in order to comply with County BMP requirements, staff feels the proposed screening is inadequate. At a minimum, the required overstory trees in this area must be increased from 2.5" caliper to 3' caliper and should be complimented with a continuous year-round (evergreen) screen. The low lying shrubs adjacent the parking should be substituted with a hearty upright arborvitae that is installed at a minimum height of 4 feet. Over time, these shrubs grow to about 15' in height. Preferably, this choice should be made available to the adjoining property owner. Staff is reaching out to this owner to determine their preference. This preference could include new landscaping, the maintenance of the existing "scrub" screen if the adjoining property owner prefers, or a combination of both. In addition to the landscape screen, a solid fence could also be supported to protect the adjoining residential property from the impacts of this property. This should be placed on or near the property line. The ten feet (10') east of the west property line is dedicated as a "sidewalk easement" and should be preserved free of most

landscaping improvements in the event there is interest in the future to provide the sidewalk connection between Adams and 73rd Court. Staff will attempt to discuss these options with the adjoining owner prior to the meeting.

The north property line is also characterized by a heavy growth of a variety of quality and "scrub" materials. The adjoining property to the north, however, is an out lot for detention purposes, is zoned LOR and is largely characterized with ponds and other natural features surrounded by a thick growth of mature landscaping. The plans for this area show no landscaping due to the presence of a watermain. While the watermain location might be flexible, staff does not object to a different landscape treatment along this boundary as long as work on the site does not jeopardize the viability of plant material on the adjoining property. Staff recommends a mix of planted and seeded flowering perennials in this area (purple coneflower, blackeyed susans, daylilys, etc.)

Given the modifications on the west and north property lines discussed above, and with the exception of the minor plan modifications outlined in Exhibit 2, all other proposed landscaping on the site is supported.

Snow Removal:

While the logical spot for storing snow might be along the north property line, this area is not recommended as the salts would be deposited to the pond on the neighboring property to the north. And, given the limitations on parking, there is no room to store snow on site. Therefore, it will be necessary to include provisions in the declarations that require snow to be removed from the site.

Signage:

No sign plans were included with the application, therefore the site will be limited to only that signage that is permitted by the Zoning Ordinance.

Engineering:

The Village Engineer's comments will be provided to the Plan Commission at the public hearing.

Special Use Standards:

The Willowbrook Zoning Ordinance requires special uses to meet certain standards. These standards are enumerated in Exhibit 3, along with the applicant's response to how the project meets each standard.

PUD Standards and Findings:

The Willowbrook Zoning Ordinance requires PUDs to meet certain standards and for the Plan Commission to make certain findings with regard to the PUD. These standards and findings are presented in Exhibit 4.

Summary

Staff is generally supportive of the concept plan. By using two buildings instead of one, the developer is able to eliminate the negative impacts that the rear of building can have on an adjoining property owner. Instead of seeing the rear of a building, the entrances to the west building will be closest to the adjoining residential property owner to the west. Building and parking lot setbacks meet all transitional requirements for non-residential properties being next to residential property. Additionally, the site is designed and intended for low impact uses. Semis will not be allowed on the property, and available parking on the site will limit the type of uses to lower impact uses, all of which will be regulated in proposed covenants.

Exhibit 2 contains certain required changes and conditions to which the applicant must complete and/or agree to prior to the project being forwarded to the Village Board for final consideration. The Village Engineer will also be providing comments prior to the meeting which must be addressed prior to being forwarded to the Village Engineer for final consideration. Staff supports this project if these conditions are met.

If the Plan Commission wishes to support the project, staff recommends APPROVAL of the following sample motion:

Based on the submitted petition and testimony presented, I move that the Plan Commission approve and adopt the standards for special use and the standards and findings for a Planned Unit Development outlined in Exhibits 3 and 4 respectively of the staff report prepared for PC 14-11 for the August 6, 2014 Plan Commission meeting; and that the Plan Commission recommend to the Village Board approval of a special use for a Planned Unit Development and approval of a preliminary and final plat of PUD for Willowbrook Corporate Center, 700 Willowbrook Center Parkway, subject to the following conditions:

- 1. Improvements shall be in substantial compliance with all plans described in Exhibits 1 of the staff report prepared for PC 14-11 except as may be modified in response to compliance with conditions recommended by the Village Engineer, Village Planner, and the Plan Commission, to be finally approved by the Village Engineer.**
- 2. Plans shall be revised, resubmitted and approved prior to being considered by the Village Board in compliance with planning comments outlined in Exhibit 2 of the staff report prepared for PC 14-11 for the August 6, 2014 Plan Commission meeting, and any engineering comments yet to be provided.**

Exhibit 1. Submitted Documents/Plans

1. Application
2. Declarations of Party Wall Rights, Covenants, Conditions, Easements and Restrictions for Willowbrook Business Center Office Park Association.
3. Final Engineering Plans for Willowbrook Corp. Center, prepared by DesignTek Engineering, Inc, dated 6/4/14, consisting of 11 sheets.
4. Autoturn Exhibit, prepared by DesignTek Engineering, Inc, dated 6/4/14.
5. Elevation Sheets, labeled A1, A2, and A4, prepared by Architects by Design, dated 6/26/14.
6. Landscape Plan, consisting of sheets L-1 and L-2, prepared by IRG, Inc., dated 6/12/14.
7. Site Lighting Solution, prepared by CBMC, consisting of 1 sheet, dated 6/10/14.
8. Site Plan, labeled Sheet SP-3, prepared by Architects by Design, dated 6/4/14.
9. Final Plat and PUD, consisting of 2 sheets, prepared by DesignTek Surveying, LLC dated 6/5/14.



Willowbrook

7760 Quincy Street
Willowbrook, IL 60527-5594

Phone: (630) 323-8215 Fax: (630) 323-0787 www.willowbrookil.org

APPLICATION FOR PLANNING REVIEW

NAME OF PROJECT: Willowbrook Business Center

NAME OF APPLICANT(S): David J. Hrizak for Willowbrook Business Center, LLC

ADDRESS: 501 Willow Blvd., Suite 102

CITY, STATE, ZIP: Willow Springs, IL 60480 **TELEPHONE:** 630-247-8122 **FAX:** 708-216-9700

NAME OF PROPERTY OWNER(S): Willowbrook Business Center, LLC U/C with Village of Willowbrook

ADDRESS: 501 Willow Blvd., Suite 102

CITY, STATE, ZIP: Willow Springs, IL 60480 **TELEPHONE:** 630-247-8122 **FAX:** 708-216-9700

APPLICATION SUBMITTED FOR: (check all that apply)

- Site Plan Review
- Preliminary Plat of Subdivision
- Final Plat Subdivision
- Preliminary PUD
- Final PUD

- Annexation
- Annexation Agreement
- Special Use Permit
- Map Amendment (Rezoning)
- Text Amendment
- Variation

SITE INFORMATION:

COMMON ADDRESS OR DISTANCE IN FEET & DIRECTION OF SUBJECT PROPERTY FROM CLOSEST STREET INTERSECTION:
700 Willowbrook Center Parkway

PERMANENT INDEX NUMBER(S) (PIN #) OF SUBJECT PROPERTY: 09-26-204-065

LEGAL DESCRIPTION: ATTACH LEGAL DESCRIPTION TYPED ON SEPARATE 8.5 X 11" PAGE(S) AND SUBMIT A DIGITAL COPY.

AREA OF SUBJECT PROPERTY IN ACRES: 2.77

CURRENT ZONING CLASSIFICATION OF SUBJECT PROPERTY: LOR

CURRENT USE OF SUBJECT PROPERTY: Vacant land

PROPOSED ZONING CLASSIFICATION OF SUBJECT PROPERTY: LOR

PROPOSED USE OF SUBJECT PROPERTY: Multi tenant office Warehouse

PROPOSED IMPROVEMENTS TO SUBJECT PROPERTY: 2 multi tenant office warehouse buildings

AGENT PROPERTIES

CURRENT ZONING

LAND USE

NORTH OF SITE LOR
SOUTH OF SITE LOR
EAST OF SITE LOR
WEST OF SITE R-2 Single Family

Vacant
Willowbrook Public Works
Office/Landscape facility
Single Family Residential

UTILITIES - PROVIDE INFORMATION ON LOCATION, SIZE AND OWNERSHIP OF UTILITIES

WATER

LOCATION: R.O.W. of Willowbrook Center Parkway SIZE: 12" DIP
OWNERSHIP: Village of Willowbrook

SANITARY SEWER

LOCATION: Est. @ SE portion of parcel SIZE: 6"
OWNERSHIP: DuPage County Sanitary District

STORM SEWER

LOCATION: NW R.O.W. of Willowbrook Center Parkway SIZE: 21" RCP

SCHOOL DISTRICT - INDICATE WHICH SCHOOL DISTRICT SERVES THE SUBJECT REALTY

ELEMENTARY SCHOOL DISTRICT: Gower School District #62
JUNIOR HIGH SCHOOL DISTRICT: Gower School District #62
HIGH SCHOOL DISTRICT: Gower School District #62

FIRE DISTRICT - INDICATE WHICH FIRE DISTRICT SERVES THE SUBJECT REALTY

FIRE DISTRICT: Pleasantview Fire Protection District
DISTANCE TO FIRE STATION: 2.5 miles

CONSULTANTS

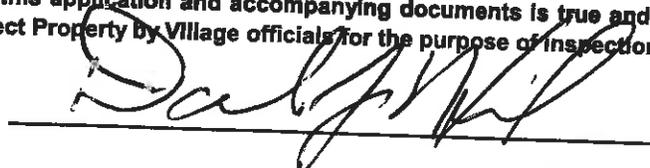
NAME OF ATTORNEY OR AGENT: Griffin & Gallagher
ADDRESS: 10001 S. Roberts Road
CITY, STATE, ZIP: Palos Hills, IL 60462 TELEPHONE: 708-598-6800 FAX: 708-598-6913

NAME OF ENGINEER: Design Tek Engineering
ADDRESS: 9500 Bormet, Suite 304
CITY, STATE, ZIP: Mokena, IL 60448 TELEPHONE: 708-326-4962 FAX: 708-326-4962

NAME OF ARCHITECT: Architects by Design
ADDRESS: 109 Ogden Ave.
CITY, STATE, ZIP: Clarendon Hills, IL 60514 TELEPHONE: 630-323-9604 FAX: 630-323-9615

NAME OF LANDSCAPE ARCHITECT: Ives Ryan Group
ADDRESS: 324 Eisenhower Lane
CITY, STATE, ZIP: Lombard, IL 60148 TELEPHONE: 630-717-0726 FAX: _____

With the submittal of this application, I hereby request that the President and Board of Trustees of the Village of Willowbrook grant approval of this application and/or development as described in the attached documents and specifications, and do hereby certify that all information contained in this application and accompanying documents is true and correct to the best of my knowledge. I so permit entrance on the Subject Property by Village officials for the purpose of inspections related to this request.

Signature of Property Owner(s):  Date: 6/23/14

**THIS DOCUMENT PREPARED
BY AND MAIL TO:**

**GRIFFIN & GALLAGHER
10001 SOUTH ROBERTS ROAD
PALOS HILLS, ILLINOIS 60465
(708) 598-6800**

**DECLARATION OF PARTY WALL RIGHTS, COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS FOR
WILLOWBROOK BUSINESS CENTER OFFICE PARK ASSOCIATION**

THIS DECLARATION of Party Wall Rights, Covenants, Conditions, Easements and Restrictions for WILLOWBROOK BUSINESS CENTER OFFICE PARK ASSOCIATION (the "Declaration") made this 16th day of June, 2014, by Willowbrook Business Center, LLC its successors and/or assigns (hereinafter "Declarant"):

RECITALS

- A. Declarant is the record owner of certain real estate in the proposed development area commonly known as WILLOWBROOK BUSINESS CENTER in the Village of Willowbrook, County of DuPage, State of Illinois, which is legally described in Exhibit A attached hereto (the "Property").**
- B. Willowbrook Business Center, LLC, an Illinois Limited Liability Company, is the Developer herein ("Developer").**
- C. Developer intends to develop and improve the Property with commercial and/or industrial buildings, together with walk ways, landscaping, parking areas, and signs, if any, and other improvements for the common use and enjoyment of the owners, occupants and invitees of said commercial and/or industrial units.**

- D. Developer intends to submit the Property to the provisions of this Declaration and to form an Illinois not-for-profit corporation known as WILLOWBROOK BUSINESS CENTER ASSOCIATION, INC., for the purpose of owning, maintaining and administering certain portions of the Property (as defined herein) and the facilities and improvements thereof, as hereinafter provided.

NOW, THEREFORE, Declarant hereby declares that all of the Property shall be held, sold and conveyed subject to the following party wall rights, covenants, conditions, easements and restrictions, all of which shall run with the land and be binding on all parties having or acquiring any rights, title or interest therein or any part thereof, and shall inure to the benefit of each Owner thereof.

ARTICLE 1 **DEFINITIONS**

The following words when used in this Declaration or in any Supplementary Declaration (as defined herein) shall, unless the context shall prohibit, have the following meanings:

- 1.01 Access Area. The unenclosed sidewalks from time to time or at any time located or constructed upon the Units and utilized for ingress, egress and access to, from and through the Property.
- 1.02 Additional Property. Intentionally Omitted.
- 1.03 Association. WILLOWBROOK BUSINESS CENTER ASSOCIATION, an Illinois not-for-profit corporation, its successors and assigns.
- 1.04 Board. The Board of Directors of the Association.
- 1.05 Bylaws. The Bylaws of the Association set forth in this Declaration, as may be amended from time to time.
- 1.06 Common Area. That portion of the Property designated herein, designated on the Plat(s), if any, designated on the Plat of Subdivision, if any, and/or designated on the Annexation Agreement, if any, including but not limited to the following if applicable: (i) entrance monuments; (ii) ponds; (iii) detention/retention areas; (iv) storm water management facilities; (v) wetlands; (vi) swales, culverts, inlets, drainage pipes, appurtenant drainage lines and ditches; (vii) landscaping and/or berms; (viii) parkway trees; (ix) sidewalks, paths, street lights, if not maintained by the applicable governmental entity or the Owner; (x) parking areas and/or parking stall; and (xi) all other common structures and other identification features of the Property, together with all improvements and facilities at any time located thereon.

- 1.07 **Common Interest Property.** Real Estate with respect to which, any person, by virtue of his or her ownership, of a partial interest, or unit, in the property, is obligated to pay for maintenance, improvement, insurance premiums, or real estate taxes, of other real estate, described in a declaration, that is administered by an association.
- 1.08 **Declarant.** Willowbrook Business Center, LLC a Illinois Company, its successors and/or assigns.
- 1.09 **Developer.** Willowbrook Business Center, LLC a Illinois Company, its successors and/or assigns.
- 1.10 **First Mortgagee.** A bona fide lender holding a validly recorded mortgage or trust deed on a lot or the Common Area which mortgage or trust deed was recorded prior in time to all other mortgages or trust deeds against said lot or Common Area.
- 1.11 **Member.** Every Owner of a Unit.
- 1.12 **Non-maintenance Area.** Any ground area outside of the walls of any commercial Unit is designated as a non-maintenance area which is not maintained by the Unit Owner but which is maintained by the Association.
- 1.13 **Owner.** The record owner, whether one or more persons, individuals or entities, of a fee-simple title to any Unit, including contract sellers having such interest merely as security for the performance of an obligations.
- 1.14 **Party Walls.** Each wall built as part of the original construction of the Units upon the Property and placed on the vertical or horizontal dividing line between the Units and/or serves two or more Units.
- 1.15 **Plat of Subdivision.** Plat of Subdivision previously recorded _____ as Document #R20 _____ in DuPage County Illinois affecting the Property and any portion thereof including any subsequent Plats of re-Subdivision or Certificates of Correction.
- 1.16 **Plat.** Any Plat of Survey, recorded or unrecorded, prepared by an Illinois licensed Surveyor, affecting the Property or any portion thereof.
- 1.17 **Property.** The real estate described in Exhibit "A", attached hereto.
- 1.18 **Storm Water Detention Facilities.** The Storm Water Detention Facilities shall mean the storm water detention facilities located anywhere on the Property.

- 1.19 Unit. Any plot of land shown upon the Plat which is designated as a separate lot thereon and which is improved with commercial office space or industrial office space.

ARTICLE 2
ANNEXATION OF ADDITIONAL PROPERTY

Intentionally Omitted.

ARTICLE 3
MEMBERSHIP AND BOARD OF DIRECTORS

- 3.01 Membership. Every owner of a Unit shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit. Ownership of a Unit shall be the sole qualification for membership.
- 3.02 Voting Rights. The Association shall have one class of membership and each member shall have one vote for each Unit such member owns, provided that in no event shall more than one (1) vote be cast with respect to any Unit. If more than one person is the record owner of any Unit, or if an Owner is a trustee, corporation, partnership or other legal entity, the vote for such Unit shall be exercised as such Owner of that Unit shall designate. Such designation shall be made in writing to the Board (as defined herein) or in such other manner as may be provided in the by-laws of the Association attached hereto as Exhibit "C" (the "By-Laws"). Developer shall designate the person who shall exercise the voting rights with respect to the Units owned by Declarant.
- 3.03 Board of Directors. The Association shall be governed by a Board of Directors (the "Board") comprised of not less than three (3) persons, duly appointed or elected as provided herein and in the By-laws; provided, however, that the number of persons comprising the Board may be increased, in the discretion of Developer, by written notice to the Association provided, further, that in no event shall the number of persons comprising the Board exceed eight (8). Except for directors appointed by Developer, all directors shall be members of the Association. The Board shall govern the Association in the exercise of the rights of the Association and performance of the Association's obligations in accordance with the terms and provisions of this Declaration and the By-laws, as amended from time to time. Prior to the appointment of the first Board, the Developer shall exercise all rights, powers and privileges and act in the capacity of the Board and may perform all its functions as set forth in this Declaration and in the By- laws.

- 3.04 **Appointment of Directors by Developer.** Notwithstanding anything in this Declaration or the By-laws to the contrary, the first and each subsequent Board shall consist of, and vacancies on the Board shall be filled by, such persons as Developer shall from time to time appoint, who may but need not be members of the Association, until the first to occur of any one of the following events: (a) the expiration of ninety (90) days after the sale and transfer of title by Declarant of seventy-five (75%) percent of the total number of units; (b) three (3) years from the recording of this declaration; or (c) Developer, by written notice to the Association, voluntarily elects to release its right to appoint all members of the Board. Without the prior written consent of Developer, neither the Articles of Incorporation of the Association nor the By-laws shall be amended, modified or changed to in any way diminish the authority of the Board while the Developer has the right to appoint any members of the Board. Developer may, from time to time, by written notice to the Association, elect to relinquish its right to appoint any one or more directors, and continue to exercise its right to appoint the remaining members of the Board for the period hereinabove specified. All directors not appointed by Developer shall be elected as hereinafter provided.
- 3.05 **Election of Directors by Members.** Upon termination of Developer's right to appoint any or all of the directors as provided in the preceding paragraph, those directors not subject to appointment by Developer shall be elected by the members of the Association at a meeting called by the President of the Association, by Developer, or by any three (3) members of the Association. Such meeting shall be called by notice sent in accordance with the By-laws.
- 3.06 **Director and Officer Liability.** Neither the Developer, who in their representative capacity acts as either a director and/or officer, nor the directors, nor the officers, shall be personally liable to the Owners or the Association for any mistake of judgment or for any other acts or omissions of any nature whatsoever, including but not limited to deficiencies in the reserve account and/or failure to fund the reserve account, while acting in the capacity of such directors or officers, except for any acts or omissions found by a court to constitute gross negligence or fraud. The Association shall indemnify and hold harmless the directors and officers, their heirs and legal representatives, against all contractual and other liabilities to third parties arising out of the contracts made by or other acts of the directors and officers of behalf of the Owners or the Association or arising out of their status as directors or officers, unless any such contract or act shall have been made fraudulently or with gross negligence. The foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, attorneys fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, in which any such director or officer may be involved by virtue of being or having been such director or officer; provided, however, that such indemnity shall not be

operative with respect to (i) any matter as to which any such person shall have finally been adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such director or officer, or (ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such person being adjudged liable for gross negligence or fraud in the performance of his duties as such director or officer.

- 3.07 Governing Law. Except as otherwise provided in this Declaration, the Association, its Board, the officers and members of the Association shall be governed by the Illinois general not for profit corporation act.

ARTICLE 4

EASEMENTS AND PROPERTY RIGHTS

- 4.01 Easements of Use and Enjoyment. Declarant hereby grants a perpetual, non-exclusive easement, over and upon the Common Area for the benefit of the Property, and every Owner shall have a right and easement, of use and enjoyment and a right of access to and of pedestrian and vehicular ingress and egress on, over, across, in, upon and to the Common Area, and such right easement shall be appurtenant to and shall pass with title to every Unit, subject to the rights of Declarant and Developer reserved in this Declaration, and the rights of others granted in this Declaration and the following rights of the Association exercised in the manner provided in the By-laws:
- a. To adopt rules and regulations governing the use, operation and maintenance of the Common Area.
 - b. To borrow money for the purpose of improving the Common Area and facilities located thereon and with respect to any recreational facilities comprising a part of the Common Area in aid thereof to mortgage that part of the Common Area, provided that the rights of any such mortgagee in and to the Common Area and facilities located thereon shall, in the event of default, be limited to a right, after taking possession of such properties, to charge admission and other fees for the use and enjoyment by the Owners of any recreational facilities that may be situated thereon until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Owners hereunder shall be fully restored. Notwithstanding the foregoing, no mortgage shall be placed upon the Common Area unless such mortgage is approved by the Board, by a majority of the members of the Association, other than Declarant, voting at a general or special meeting duly called and held in accordance with the By-laws, and by the First Mortgagees as provided in Section 7.01; provided that as long as Declarant owns one or more Units, Developer's written consent to any such mortgage shall also be required.

- c. To dedicate or transfer all or any part of the Common Area, or any utility system thereon, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members provided that as long as the Developer has the power to appoint any director of the Association, such instrument must also be signed by Developer.
- d. To pay for, out of the assessment funds, all taxes and assessments and other liens and encumbrances which shall be properly assessed or charged against the Common Area.

4.02 Easements of Access.

- a. Every Owner is hereby granted and reserved a perpetual non-exclusive easement for the purpose of reasonable ingress and egress from his Unit to, through and from all public and private ways which adjoin the Property through, over and across the Access Area; provided, however, that no Owner may remove, relocate, or cause to be removed or relocated, any portion of the Access Area now or hereafter located upon his Unit.
- b. The Association, Declarant, and Developer, and each of them, is hereby granted and reserved perpetual non-exclusive easements to, through, over and across the Property for the purposes of exercising the rights, performing the functions, and discharging the responsibilities, permitted or required to be performed or discharged by any of them pursuant to any provision of this Declaration.

- 4.03 Municipal Service Easements. Declarant hereby grants a perpetual non-exclusive easement to the applicable governmental entity over the Property to enforce all applicable laws, ordinances and regulations and for the purpose of providing police and fire protection and such other municipal services as the Association may request and the applicable governmental entity may agree to furnish. Furthermore, the applicable governmental entity and any other governmental authority having jurisdiction over the Property are hereby granted an easement to enter upon, on and over the Property for the purpose of inspecting the Property to determine whether the Common Area improvements, facilities and systems have been and are being properly maintained in conformity with the applicable ordinances and regulations. If it is determined that inadequate maintenance exists, the governmental authority shall give the Association written notice of such determination, including a description of the actions that must be taken to perform the necessary maintenance. If the Association fails to perform the necessary maintenance within a reasonable time after receiving notice of the determination, the governmental authority shall have the right, but not the obligation to perform such maintenance or other operations it deems necessary. If the governmental authority is required to perform such service, it shall be entitled to reimbursement

by the Association (including expenses, reasonable attorneys' fees and court costs). In the event the Association fails to pay such bill within the time required, the governmental authority may place and enforce a lien, pro-rata, against each Unit, which lien and right of recovery shall include expenses, reasonable attorneys' fees, and court costs. Failure of the governmental authority to exercise or enforce its rights in any particular circumstances shall not be deemed a waiver of its rights. Notwithstanding any other provision of this Declaration, the rights granted to the governmental authority under this section shall not be modified in any manner without the written approval of the governmental authority.

- 4.04 Utility Easements. The Declarant, the Association, and their respective representatives, employees and contractors and every subsequent Owner along with SBC, Commonwealth Edison Company, Nicor Gas, Peoples' Gas and all other suppliers of utilities serving the Property, are hereby granted and reserved a perpetual nonexclusive easement for the benefit of the Property, in, over, under, to and across the Property (including the Units) for the installation, laying, construction, operation, maintenance, renewal, repair and replacement of any and all public and private utility conduits, cables, wires, ducts, pipes, and other lines, and all associated equipment for the provision of utility services to the Property, including without limitation, those for the transmission and distribution of water, electricity, gas, telephone, common sewer lines, drainage, cable or satellite television. For so long as Declarant owns a Unit subject to the terms hereof, Developer shall have the right to connect to all utilities serving the Property.
- 4.05 Implied Easements. Declarant hereby acknowledges that, due to the length and complexity of this Declaration, certain omissions may have occurred in connection with the grants of various easements including, but not limited to, those for access, ingress and egress, use and enjoyment, utilities, light and air, support and maintenance. Declarant therefore hereby grants any easement omitted herein which easement is reasonably implied from and by the provisions and scheme of this Declaration and is reasonably necessary for the purpose of furthering the beneficial purposes and intentions of Declarant as expressed in this Declaration.

- 4.06 Encroachments. In the event that (a) by reason of design, construction, location, repair, settlement, shifting or movement, any commercial dwelling or other improvement as originally constructed by Developer on any Unit or upon the Common Area overhangs or otherwise encroaches or shall hereafter encroach upon any other Unit or upon the Common Area, or (b) by reason of such design, construction, location, repair, settlement, shifting or movement it shall be necessary or advantageous to an Owner to use or occupy any portion of the Common Area for any reasonable use appurtenant thereto which will not unreasonably interfere with the use or enjoyment of the Common Area by other Owners, or (c) by reason of the design or construction of utility, ventilation and exhaust systems, as originally constructed by Developer, any mains, pipes, ducts or conduits servicing any Unit or more than one Unit, encroach or shall hereafter encroach upon any part of any Unit, or the Common Area, then, in any such case, valid easements for the maintenance of such encroachment and for such use of the Common Area, together with the right to enter upon such other Unit or Common Area to maintain, repair and replace such encroachment are hereby established and shall exist for the benefit of such Unit or the Common Area, as the case may be, so long as such commercial dwelling or other improvement shall remain standing; provided, however, that if any such commercial dwelling or other improvement is partially or totally destroyed and thereafter repaired or rebuilt, the same encroachment may be re-established and the easements herein granted for the maintenance, repair and replacement thereof shall continue in force; provide further that in no event shall a valid easement for any encroachment or use of the Common Area be created in favor of any Owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Common Area by other or if it occurred due to the willful conduct of any Owner.
- 4.07 Transfer of Common Area to Association. Declarant will convey to the Association and the Association shall accept the Common Area herein described and any additions thereto, together with such facilities and improvements as the Developer may elect to install thereon and subject to such easements as the Developer may cause to be placed thereon, and at such time or times as the Developer shall determine, provided that all Common Area shall be conveyed to the Association by the date upon which Developer shall cease to have the right to appoint one or more members of the Board. At the time of any such conveyance to the Association, the Association shall assume and agree to perform the obligations of Declarant, Developer and the Association under this Declaration with respect to the property so conveyed.

- 4.08 Agreement for Grant of Easements. In the event, at any time after the recording of this Declaration, Declarant or Developer shall deem it necessary to do so, Declarant may (i) reserve or grant easements for the benefit of the Property in, over, under, to and across the Property for the installation, construction and maintenance of any and all public and private utility conduits, wires, ducts, pipes, cables and other lines, and all associated equipment for the provision of utilities services for the Property, including without limitation, those for the transmission and distribution of water, electricity, gas telephone, sewage, drainage, cable or satellite television, and (ii) dedicate any portion of the Common Area to any public or quasi-public utility or to any governmental authority for the installation, construction and maintenance of any such utilities and for ingress and egress thereto. For so long as Declarant owns a Unit subject to the terms hereof, Developer shall have the right to connect to all utilities serving the Property.
- 4.09 Rights of Occupants. All persons who, by ownership, lease, or other equitable interest, lawfully occupy a Unit shall have the same rights to use and enjoy the Common Area and all improvements situated thereon as the Owner of that Unit.
- 4.10 Easements to Run with the Land. All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding upon the Declarant, its successors or assigns, and any Owner, purchaser, mortgagee or other person having an interest in the Existing Property, or any part or portion thereof. Reference in the respective deeds of conveyance or in any mortgage or trust deed or other evidence of obligation to the easements and rights described in this Article or in any other part of this Declaration shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees, or trustees as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.
- 4.11 No Dedication to Public Use. Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Property to or for any public use or purpose whatsoever.

- 4.12 Certain Rights Reserved to Developer. The right is reserved by Declarant for Developer, or its agents, to place and maintain on the Property all models, sales offices, advertising signs and banners and lighting in connection therewith, and other promotional facilities at such locations and in such forms as shall be determined by Developer. There is also reserved to Developer, its agents and prospective purchasers and tenants, the right of ingress, egress and transient parking in and through the Property. Declarant also reserves the right for Developer to maintain on the Property without charge (i) a general office for the purpose of exercising the development and management rights and (ii) appropriate permanent and transient parking facilities for the employees of Developer and of Developer's agents and for prospective purchasers of lots in the Property. Developer's aforesaid reserved rights shall exist at any time Developer is engaged in the sale or leasing of lots on the Property, and no charge shall be made with respect thereto. In connection therewith, Declarant hereby reserves for the benefit of Developer a non-exclusive easement to, through, over and across the Property for the purpose of exercising the rights reserved to Developer pursuant to this Declaration. Such rights of Developer shall continue until the sale or rental of all Units located on the Property unless Developer, by written notice to the Association, elects to terminate such rights prior to such date. All rights and easements created by this Declaration are subject and subordinate to the development rights of Developer, whether or not inconvenience to any Owner shall result therefrom; provided, however, that Developer shall not exercise any of such rights in a manner so as to prevent the exercise of the rights of use and enjoyment of the Common Area.

ARTICLE 5

OBLIGATIONS OF ASSOCIATION AND OWNERS WITH RESPECT TO MAINTENANCE AND ADMINISTRATION OF THE PROPERTY

- 5.01 Association's Obligations. In addition to all other rights, powers and duties for the Association under applicable law or as otherwise set forth in this Declaration and in the By-Laws of the Association, the Association shall have the following rights, powers and duties with regard to the Common Area and Units respectively, the cost and expense of which shall be paid for by the Association from assessment funds:

- a. Common Area. The Association shall maintain, repair, replace and manage the Common Area, the Non-maintenance Area and all facilities and improvements thereon, and, without limiting the generality of the foregoing, provide for snow removal, above a minimum level, as defined by the Board and scavenger services, maintain continuously in force comprehensive liability, hazard and other insurance, maintain all underground utilities located in the Common Area serving the Property (including water pipes, sanitary and storm sewer lines, telephone and electrical cables and gas mains) to the extent that the responsibility to maintain such utilities has not been assumed by any public utility agency, the applicable governmental entity Sanitary District, the applicable governmental entity, or other governmental authority or agency, or any Owner, pay all taxes, assessments and other liens and encumbrances which are assessed to or charged against the Common Area or other property owned by the Association, pay all sums due the applicable governmental entity for the enforcement of local laws and provide such other services for the Common Area as the Board deems to be in the best interests of the Association and its members.
- b. Units. With respect to the Units and the improvements thereon, the Association shall provide for the following: all painting, staining, refinishing, maintenance, repair, replacement and tuckpointing of the exterior surfaces of the Units, including, without limiting the generality of the foregoing, all roofs, sidings, outer walls, shutters, but excluding all screens, doors and glass surfaces (which shall be the Owner's responsibility), except that the Association shall paint and stain the exterior surfaces of the outer doors; maintenance, repair and replacement of sidewalks (except snow removal e.g. deck, patio, porch, if any and roof); all lawn mowing (except fully enclosed rear yards or rear yards which have been made inaccessible by enclosures installed on adjacent Units); and such other services as the Board deems to be in the best interest of the Association and its members; provided, however, that the Association's obligation under this subparagraph with respect to sidewalks and exterior surfaces of Units shall be limited to maintenance, repair and replacement due to normal wear and tear.

- c. Real Estate Taxes. It is understood that real estate taxes are to be separately taxed to each Owner on their individual Unit. In the event the Unit real estate taxes are not issued a separate real estate tax bill, then, in such case, the amount due from each Owner shall be allocated between each Owner and the Developer as follows and shall be determinative as to each Owners share whether or not said calculations are in conflict with the Assessors' calculations: (i) The vacant land estimated or final tax bill shall be determined by multiplying the current vacant land assessment by the most recent ascertainable state and local equalizer (vacant land portion) and by then dividing the vacant land portion of the tax bill by the number of Units in the applicable phase of the Development and by then dividing same by 365/366 to obtain the per diem (per diem), and by then multiplying the number of days the Developer and the Owner each owned the Unit to obtain the Developers and each Owners' vacant land share; (ii) The improvement estimated or final tax bill shall be allocated between the Owners only (not including the Developer who shall not be responsible for payment of any taxes assessed on an improvement basis) and shall be determined by dividing the number of days each Owner owned their Unit into the multiple of 365/366 multiplied by the number of Units in the applicable phase of the Development to obtain each Owners' percentage share of the total improvement assessment (Owners Percentage) and each Owners Percentage shall be multiplied by the current improvement assessment multiplied by the most recent ascertainable state and local equalizer (improved portion) to obtain each Owners improvement share. In the event the tax bill is assessed against more than one Unit, and in the further event an Owner fails to pay his/her share within a reasonable time after the tax bill is issued, the Association shall pay the outstanding tax bill and charge the cost thereof to such Owner as his/her personal obligation. Any real estate tax payment made by the Association shall be a continuing lien upon the nonpaying Owners' Unit in the aggregate amount of (i) the cost thereof, (ii) penalties and interest lawfully assessed by the County and (iii) reasonable attorneys' fees and any court or other costs incurred by the Association in connection therewith, which lien shall bind such Unit in the hands of such Unit Owner(s), their heirs, devisees, personal representatives, grantees and assigns. In the event the Owner does not fully repay the Association within 30 days after payment of their Units' real estate taxes, such lien may be foreclosed against the Unit and shall be enforceable in the manner and to the extent herein set forth in this Declaration and the failure of such Owner to pay such costs shall carry with it the same consequences as the failure to pay any assessments levied hereunder when due, as herein provided.

5.02 Owner's Obligations. The Owner shall have the following duties with regard to their Units, the cost and expense of which shall be paid for by the Owner:

- a. Units. Each owner, at his sole cost and expense, shall maintain, repair and replace his Unit and the improvements thereon, keeping the same sightly and in good condition and repair, including, without limitation, the watering and replacement of shrubs, trees, grass and other landscaping, snow removal (e.g. deck, patio and porch, if any, and roof), window washing and repair, and the maintenance of all underground utilities serving his Unit, to the extent that the responsibility to maintain such utilities has not been assumed by any public utility agency, the applicable governmental entity, or other governmental authority or agency, or the Association. Each Owner shall be responsible for the cost of maintenance, repair and replacement of such exterior surfaces, walks and landscaping on his Unit resulting from causes other than normal wear and tear, including, without limitation, damage caused by acts of God or other hazards (whether or not covered by insurance) or by the negligence or willful or wanton conduct of the Owner or any other person (except that the Association shall be liable for any damage to a Unit or any improvements thereon caused by the negligence or willful, wanton or intentional acts of an employee, agent or independent contractor of the Association while acting for or on behalf of the Association). In the event any Owner shall fail to perform any of the foregoing obligations, the Association, in addition to all other remedies available to it hereunder or by law, and without waiving any of said alternate remedies, shall have the right (but not the obligation), through its employees and agents or through independent contractor's upon reasonable notice or, in the case of an emergency, without notice, to enter upon any Unit and, if required, into any commercial dwelling, to repair and maintain the Unit and the improvements situated thereon. Each Owner, by acceptance of a deed for his Unit, hereby covenants and agrees to pay the Association the cost of such repairs and maintenance, upon demand, and the Association shall have a lien upon said Unit enforceable in the manner and to the extent herein set forth in this Declaration and the failure of such Owner to pay such costs shall carry with it the same consequences as the failure to pay any assessments levied hereunder when due, as herein provided. The Association shall be responsible for and shall repair any damage caused by it in the exercise of its rights hereunder.

- b. **Insurance.** The Owner shall keep the Unit, as well as his additions and improvements thereto, constantly insured, covering the full insurable replacement cost of his Unit, for the benefit of the Association, against fire and such other hazards and risks customarily covered by the standard form of extended coverage endorsement available in the State where the Unit is located, including risks of vandalism and malicious mischief, and shall further provide flood insurance (if the Unit is situated in an area designated as a flood risk area by the Director of the Federal Emergency Management Agency or as otherwise required by the Flood Disaster Protection Act of 1973 and regulations issued under it), and such other appropriate insurance as the Association may require from time to time. All insurance policies and renewals must name the Association as an additional insured, must contain, if possible a waiver of subrogation rights by the insurer against the other Unit Owners and the Association, must be approved by and acceptable to the Association, must provide for payment to the Association in the event of loss, must require 30 days notice to the Association in the event of nonrenewal or cancellation, and must be delivered to the Association within thirty (30) days prior to their respective effective dates. Should the Owner fail to insure or fail to pay the premiums on any insurance or fail to deliver the policies or certificates or renewals to the Association, then the Association, at its option, without inquiry into whether or not the Unit is currently insured, may, but need not, have the insurance written or renewed and pay the premiums for the account of the Owner. All sums paid for procurement or renewal of the insurance premium, for enforcement of collection, and all expenses paid or incurred in connection therewith, including attorney's fees, shall become a lien upon said Unit enforceable in the manner and to the extent herein set forth in this Declaration and the failure of such Owner to pay such costs shall carry with it the same consequences as the failure to pay any assessments levied hereunder when due, as herein provided. Inaction of the Association shall never be considered as a waiver of any right accruing to the Association on account of any default hereunder on the part of the Owner.
- c. **Repair and Reconstruction.** In the event of damage to or destruction of any commercial dwelling or other improvement installed by Developer on any Unit, the Owner or Owners from time to time of any such improvement covenant and agree that they will, within a reasonable time after such destruction, repair or rebuild the same in a substantial and workmanlike manner with materials comparable to those used in the original structure, and shall conform in all respects to the laws or ordinances regulating the construction of such structures in force at the time of such repair or reconstruction. The exterior of such structure, when rebuilt, shall be substantially the same as and of architectural design in conformance with the exterior of such structure immediately prior to such damage or destruction. If an Owner fails to make the necessary repairs or reconstruction within a reasonable time after such damage or destruction occurs, the Board may cause the same to be done and the cost thereof shall be charged to such Owner as

his personal obligation and shall be a continuing lien upon said Unit to which any repair or rebuilding is furnished by the Association in the aggregate amount of (i) the cost thereof, (ii) interest at 18% or at the maximum rate permitted by the laws of Illinois, and (iii) reasonable attorneys' fees and any court or other costs incurred by the Association in connection therewith, which lien shall bind such Unit in the hands of such Unit Owner(s), their heirs, devisees, personal representatives, grantees and assigns. In the event the Unit Owner does not fully repay the Association within 30 days after repair and/or reconstruction, such lien may be foreclosed against the Unit and shall be enforceable in the manner and to the extent herein set forth in this Declaration and the failure of such Owner to pay such costs shall carry with it the same consequences as the failure to pay any assessments levied hereunder when due, as herein provided.

5.03 Maintenance of the Common Area Prior to Conveyance to Association.

Notwithstanding the retention by Declarant of title to all or any portion of the Property designated as Common Area, the Association shall pay or reimburse the Developer for all real estate taxes and all other costs and expenses arising out of or incident to the ownership, maintenance and repair of such portion of the Common Area that is available for use by the Owners to the same extent as such costs and expenses would be the obligation of the Association if it were the record owner thereof.

5.04 Condemnation. In the case of a condemnation or taking by eminent domain (a "taking") by competent authority of any part of the Common Area, the Association shall, if necessary, restore the improvements in the remaining portion of the Common Area to conform as closely as possible to the general design, structure and materials used with respect to the improvements as they existed prior to the taking. Any proceeds or awards made to the Association in connection with any such taking shall be applied first to the cost of any restoration, with the balance to be used by the Association to carry out its obligations under this Declaration.

ARTICLE 6
COVENANT FOR ASSESSMENTS

- 6.01 **Creation of the Lien and Personal Obligation for Assessments.** Each Owner of a Unit (excluding Declarant), by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees and shall be deemed to covenants and agree to pay to the Association, for each Unit owned by such Owner, all assessments and charges levied pursuant to this Declaration. Such assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge and a continuing lien upon the Unit against which such assessment is made. Each such assessment, together with such interest and costs, shall also be the continuing personal obligation of the person who was the Owner of such Unit at the time when such assessment fell due.
- 6.02 **Purpose of Assessments.** The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the members of the Association and, in particular, without limiting the foregoing, for maintenance, repair, replacement, improvement and additions of and to the Common Area and the improvements thereon, for all taxes, insurance, utilities, professional and other services, materials, supplies, equipment and other costs and expenses incident to the ownership of the Common Area and all facilities and improvements thereon, for certain maintenance, repair and replacement of portions of the Units and the exterior surfaces of certain improvements thereon, as hereinabove provided, and for otherwise carrying out the duties and obligations of the Board and of the Association as stated herein and in its Articles of Incorporation and By- laws.
- 6.03 **Assessment Procedure - Annual Assessments.**
- a. Each year, on or before December 1, the Board shall prepare a budget for the Association for the ensuing calendar year which shall include estimated cash expenditures and reasonable amounts as a reserve for repairs to and replacement of the improvements on the Common Area and those portions of the Units for which the Association is responsible, and for such other contingencies as the Board may deem proper, and shall, on or before December 15, notify each Owner in writing of the amount of such estimate, with reasonable itemization thereof. The budget shall also take into account the estimated net available cash income for the year, if any, that may be received by the Association. On or before January 1 of the ensuing year, each Owner, jointly and severally, shall be personally liable for and obligated to pay the Board or as it may direct, one-twelfth (1/12) of the assessment made pursuant to this Section.

On or before April 15 of each year following the initial meeting, the Board shall supply to all Owners an itemized accounting of actual expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimate provided, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be, at the election of the Board, applied to the reserve account or credited to the next monthly installment due under the current year's estimate, until exhausted, and one-third (1/3) of any net shortage shall be added to the installments due in each of the succeeding three (3) months after rendering of the account. Such adjustment shall be allocated among the Units that were subject to assessment during the prior year in the proportion that the annual assessment against each Unit during the year bears to the annual assessment against all the Units during that year.

- b. If said annual assessments prove inadequate for any reason, including nonpayment of any owner's assessment, the Board may, subject to the limitations on the use of capital reserves, charge the deficiency against existing reserves subject to assessment, or may levy a further assessment which shall be assessed equally against all Units. The Board shall serve notice of such further assessment on all Owners by a statement in writing showing the amount due and reasons therefor, and such further assessment shall become effective with the monthly installment which is due more than fifteen (15) days after delivery or mailing of such notice of further assessment. All Owners shall be personally liable for and obligated to pay their respective adjusted monthly assessment.

- d. When the first Board elected hereunder takes office, it shall prepare a budget for the period commencing thirty (30) days after said election and ending on December 31 of the year in which said election occurs. Monthly assessments shall be levied against all Units subject to assessment during said period as provided in Section 6.01 hereof.

- e. The failure or delay of the Board to prepare or serve the annual or adjusted-estimate on any Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay his monthly installment at the then existing rate established for the previous period until the monthly installment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

- 6.04 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Board may levy special assessments for the purpose of defraying, in whole or in part, the cost of constructing or purchasing a specified capital improvement upon or to the Common Area, and for the necessary fixtures and personal property related thereto, provided that, unless otherwise provided in the By-laws, any such assessments which in one year exceed \$1,000.00 shall first be approved by a majority of the Board and thereafter by a majority of the votes cast by members at a general or special meeting duly called for that purpose or, in lieu of such member's meeting, by an instrument signed by the members owning two-thirds (2/3) of the Units. Special assessments levied hereunder shall be due and payable at such time or times and in such manner as shall be fixed by the Board, or, where applicable, as approved by the members and shall be used only for the specific purpose for which such assessment was levied.
- 6.05 Capital Reserves. To the extent the annual budget includes an amount specifically designated as a capital reserve, each Owner shall, as to each installment of the annual assessment paid by him, be deemed to have made a non-refundable capital contribution to the Association in the proportion that the amount of such designated capital reserve bears to the total annual budget. Such proportion of each annual assessment installment paid to the Association shall be segregated and maintained by it in a special capital reserve account to be used solely for making major repairs and replacements to the Common Area, to those portions of the Units and the improvements thereon which the Association is obligated to repair and replace in accordance with the provisions of this Declaration, and for the purchase of equipment to be used by the Association in connection with its duties hereunder. **AT THE ELECTION OF THE DEVELOPER, THE RESERVE ACCOUNT MAY OR MAY NOT BE FUNDED, AND THE ANNUAL BUDGET MAY OR MAY NOT PROVIDE FOR THE COLLECTION OF CAPITAL RESERVES DURING THE PERIOD THAT THE DEVELOPER CONTROLS THE ASSOCIATION, EXCEPT AS SET FORTH IN 6.06 HEREINBELOW.**
- 6.06 Initial Capital Contribution. At each closing of the sale of a Unit by the Declarant after the recording of this Declaration, the Owner purchasing such Unit will be required to make a capital contribution to the Association in an amount equal to \$ _____, or if no amount specified, twice the monthly installment of the annual assessment for such Unit then in effect. Such payment shall be held and used by the Association as a working capital reserve.

- 6.07 Notice and Quorum. Written notice of any meeting called for the purpose of authorizing special assessments which require approval of the members shall be sent to all members not less than fifteen (15) days nor more than sixty (60) days in advance of such meeting. At the first such meeting called, the presence of voting members, in person or by proxy, having sixty percent (60%) of the votes entitled to be cast shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.
- 6.08 Uniform Assessments. Both annual and special assessments must be fixed as a uniform rate for all Units, provided that no Unit owned by the Declarant shall be subject to assessment unless the Unit thereon is completed and is occupied.
- 6.09 Commencement of Annual Assessments. Annual assessments shall commence upon conveyance of the first Unit by Declarant after the recording of this Declaration.
- 6.10 Assessments on Units Owned by Declarant or Developer. Notwithstanding the foregoing, the monthly assessment for each Unit subject to assessment hereunder shall be established by the Developer. While the Declarant or Developer holds title to unoccupied Units and in lieu of paying monthly assessments on unsold units, the Developer shall pay to the Association only the amount, if any, by which actual operating expenses exceed the aggregate of the assessments established and due from Owners (excluding declarant) pursuant to this paragraph. Actual operating expenses means those expenses actually incurred that are reasonably necessary to normal maintenance and operation of the Common Area and of those portions of the Units and the improvements thereon which the Association is to provide pursuant to Section 5.01(b), and does not include capital expenditures, reserves, prepaid items, inventory items or similar expenses to the extent attributable to any subsequent period. Except as set forth herein, the developer shall have no obligation to pay assessments for unsold or unoccupied units.

6.11 Collection of Assessments. If a Unit Owner is in default in the payment of the aforesaid charges or assessments, the members of the Board may bring suit for and on behalf of themselves and as representatives of all Unit Owners, to enforce collection thereof or to foreclose the lien therefore as hereinafter provided; and there shall be added to the amount due legal interest and the costs of said suit to include the managing agent's fees and costs attributable to collecting the delinquent assessments as well as reasonable attorney's fees and costs. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs, and fees as above provided, shall be and become a lien or charge against the Unit Ownership of the Unit Owner involved. Notice of the lien may be recorded by the board, or if the developer has a majority of seats on the board and the board fails to do so, any unit owner may record notice of the lien. Upon the recording of such notice the lien may be foreclosed by an action brought in the name of the board in the same manner as a mortgage of real estate. Such lien shall take effect and be in force when and as provided in the Act; provided, however, that encumbrances owned or held by any bank, insurance company, savings and loan association, or other lender shall be subject as to priority after written notice to said encumbrancer of unpaid Common Expenses only to the lien of all Common Expenses on the encumbered Unit Ownership which become due and payable subsequent to the date the encumbrancer either takes possession of the Unit, accepts a conveyance of any interest in the Unit Ownership or has a receiver appointed in a suit to foreclose its lien or as otherwise provided by law. In addition to the foregoing, the Board or its agents shall have such other rights and remedies to enforce such collection as shall otherwise be provided or permitted by law from time to time. Without limiting the generality of the foregoing, if any Unit Owner shall fail to pay the proportionate share of the Common Expenses or of any other expenses required to be paid hereunder upon due, such rights and remedies shall include: (i) the right to enforce the collection of such defaulting Unit Owner's share of such expenses (whether due by acceleration or otherwise), together with PENALTIES AS APPROVED BY THE board and interest thereof, at eighteen (18%) percent or the maximum rate permitted by law, whichever is less, and all fees and costs (including managing agent's and attorney's fees and costs) incurred in the collection thereof; (ii) the right, by giving such defaulting Unit Owner five (5) days' written notice of the election of the Board to do so, to accelerate the maturity of the unpaid installments of such expenses accruing with respect to the balance of the assessment year; and (iii) the right to take possession of such defaulting Unit Owner's interest in the Property, to maintain for the benefit of all the other Unit Owners an action for possession in the manner prescribed in the Illinois Code of Civil Procedure, as amended, (735 ILCS 5/9-101 et seq), also known as the Forcible Entry and Detainer Act, approved February 16, 1874 and to execute leases of such defaulting Unit Owner's interest in the Property and apply the rents derived therefrom against such expenses.

- 6.12 No Waiver of Liability. No Owner may waive or otherwise escape liability for assessments provided for herein by any act or omission including without limitation non-use of the services provided by the Association, the Common Area or abandonment of his Unit.
- 6.13 Subordination of the Lien or Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage placed at any time on a Unit by a bona fide lender. Each holder of a first mortgage on a Unit who obtains title, or comes into possession of that Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, will take the Unit free of any claims for unpaid assessments or charges which have accrued prior to such acquisition of title or possession.

ARTICLE 7

RIGHTS OF FIRST MORTGAGEES

In addition to all other rights of first mortgagees pursuant to this Declaration, and notwithstanding any other provisions herein to the contrary:

- 7.01 Right of Approval. Unless at least 75% of the first mortgagees (based upon one vote for each Unit encumbered by a mortgage) of individual Units ("First Mortgagees") have given their prior written approval, the Association shall not:
- a. By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any real estate or improvements thereon which are owned, directly or indirectly, by the Association for the benefit of the Units and the Owners. (The granting of easements for public utilities or for other purposes consistent with the intended use of such property by the Association shall not, for purposes of the foregoing, be deemed to be a transfer.)
 - b. Change the method of determining the obligations, assessments, dues or other charges which may be levied against a Unit and the Owner thereof as provided in Article 6, subject, however, to the provisions in Section 2.03 hereof. (c) By act or omission waive, abandon or materially change any scheme or regulations or enforcement thereof pertaining to the architectural design or the exterior appearance of any commercial dwelling or garage on a Unit, the exterior maintenance of any such commercial dwelling or garage, the maintenance of party walls or common fences and driveways, or the upkeep of laws and planting on the Property.

- 7.02 Examination of Books and Records. First Mortgagees shall have the right to examine the books and records of the Association at reasonable times during normal business hours.
- 7.03 Option to Pay Taxes, Insurance Premiums. First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common Area and First Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.
- 7.04 Notice of Default. Any First Mortgagee, at its written request, shall be entitled to written notice from the Board of any default by an Owner in the performance of such Owner's obligations hereunder or under the By-laws or rules and regulations of the Association which has not been cured within thirty (30) days.
- 7.05 Amendment. This Article 7 may be amended only with the written consent of 75% of the First Mortgagees (based upon one vote for each Unit encumbered by a mortgage).

ARTICLE 8

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

The Units and Common Area shall be occupied and used only as follows:

- 8.01 Commercial Use or Industrial Use. No part of the Property shall be used for purposes other than commercial business or industrial business, parking and related common purposes for which the Property was designed. Each Unit shall be used as a commercial or industrial business and for no other purposes, subject to such reasonable rules and regulation as may be adopted by the Board.
- 8.02 Parking. The outdoor parking areas shall be used for the parking of passenger automobiles, subject to such rules and regulations as the Board may prescribe. No boats, trailers, trucks, motorcycles, motor scooters or other vehicles or property of any kind shall be parked or stored thereon unless permitted by such rules and regulations. Every Owner, occupant and other person shall be responsible for his personal property located or kept in the outdoor parking areas. Neither the Board nor the Association shall be considered the bailee of any such personal property nor shall either be responsible for any loss or damage thereto, whether or not due to the negligence of the Board and/or the Association.
- 8.03 Obstructions. There shall be no obstruction of the Common Area, nor shall ready access to any Unit be obstructed or impeded in any manner.

- 8.04 Waste. No Owner shall permit anything to be done or kept on his Unit or in the Common Area which will increase the rate charged for or cause the cancellation of insurance carried by the Association on the Common Area improvements or contents thereof, or which would be in violation of any law, nor shall any waste be committed on any Unit or in the Common Area.
- 8.05 Window Accessories. The covering of windows and other glass surfaces, whether by shades, draperies or other items visible from the exterior of any commercial dwelling, including canopies or awnings and antenna, shall be subject to the rules and regulations of the Board.
- 8.06 Animals. Unless the zoning code otherwise provides, no animals of any kind shall be raised, bred or kept on any Unit. Notwithstanding the foregoing, no animals of any kind shall be raised, bred or kept upon the Common Area.
- 8.07 Noxious Activities. No noxious or offensive activity shall be conducted on any Unit or in the Common Area nor shall anything be done therein or thereon, either willfully or negligently, which may be or become an annoyance or a nuisance to other Owners or occupants.
- 8.08 Conduct of Business. No industry, business, trade, occupation or profession of any kind, commercial, religious, education or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any Unit unless permitted and in compliance with the applicable governmental entity zoning code. Notwithstanding the foregoing, no lewd and lascivious industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any Unit whether or not permitted under the applicable governmental entity zoning code.
- 8.09 Signs. No signs (including without limitation "For Sale" or "For Rent" signs), advertising or other displays shall be maintained or permitted on any part of the Property, except at such location and in such form as the applicable governmental entity and the Board may approve. In the event the applicable governmental entity proscribes no rules or regulations as to the maintenance of signs, advertising or other displays, then the Board, in its sole discretion, may proscribe reasonable rules and regulations as to the location and the form of signs, advertising or other displays permitted. Notwithstanding the foregoing, the right is reserved by Developer or its agents to place and maintain on the Common Area or any Unit it owns, as long as Developer is engaged in sales or leasing activities in connection with the Property or any portion of the Additional Property (whether or not added to the Property), sales models, a sales or leasing office, advertising signs or banners and lighting in connection therewith, at such locations and in such forms as the Developer shall determine. Declarant hereby grants to Developer, its agents

and prospective purchasers and lessees, the right of ingress and egress in and through the Common Area and Access Area, for or incident to such sales or leasing purposes and, during construction by the Developer, the right of ingress and egress in and through the Common Area in connection with such construction. The provisions of this paragraph shall inure to the benefit of any assignee of Developer.

- 8.10 Alterations. Except as constructed or altered by or with the permission of the Developer, nothing shall be altered or constructed in or removed from the Common Area except upon the written consent of the Board.

ARTICLE 9

PARTY WALLS

- 9.01 Applicable Law. Each wall which is built as a part of the original construction of the commercial units upon the Property and placed on the dividing line between the Units and/or serves two or more commercial units shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions shall apply thereto.
- 9.02 Cost of Repair, Maintenance and Replacement. The cost of reasonable repair, maintenance and replacement of a party wall shall be shared equally by the Owners who make use of the wall, except that the entire cost of repairing damage caused by the negligence or willful act or omission of one Owner shall be paid for by such Owner.
- 9.03 Damage or Destruction. If a party wall is destroyed or damaged by fire or other casualty any Owner whose Unit is served by such wall may restore it, and the other Owners who shared the use of such wall shall promptly contribute to the cost of restoration thereof equally without prejudice, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.
- 9.04 Exposure to Elements. Notwithstanding any other provisions of this Article, an Owner who by negligence or willful act causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
- 9.05 Right of Contribution. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

ARTICLE 10
ARCHITECTURAL CONTROL

- 10.01 **General Review and Approval.** No building, fence, wall, deck, porch, antenna, awning or other structure shall be commenced, erected or maintained upon the Property or upon any Unit, commercial dwelling or other improvement thereon, nor shall any exterior addition to or change or alteration therein be made, except such as are erected or approved by the Developer and/or the Board, until written plans and specifications showing the nature, kind, shape, height, materials, color scheme and location of the same and the approximate cost thereof shall have been submitted to and approved in writing by the Board or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event the Board or its designated committee fail to approve or disapprove such design and location within ninety (90) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.
- 10.02 **Television Antenna & Satellite Dish.** Notwithstanding the provisions of the Section immediately preceding, no outdoor television antenna and/or Satellite Dish shall be affixed to or placed upon the exterior walls or roof of any commercial dwelling or other improvement on a Unit or upon any other portion of a Unit, or on any portion of the Common Area, without the prior written consent of the Board and the Developer; provided that an outdoor television antenna and other components of a community antenna television service system may be affixed to or placed upon any Unit or improvement thereon and upon the Common Area only with the written consent of the Developer and no Board or other consent shall be required or be effective.
- 10.03 **Fences.** Notwithstanding the foregoing, any fence installed upon the Property shall comply with all provisions of applicable law.

ARTICLE 11
LEASE OF UNITS

Any lease agreement between an Owner and a Lessee shall be in writing, shall be for a period of not less than one year, shall cover all, or a portion of, the Unit, and shall provide that the terms of such lease are subject to, and such lessee shall comply with, the provisions of this Declaration and the Articles of Incorporation, By-laws and rules and regulations of the Association and that failure by the lessee to comply with the terms of such documents, rules and regulations shall be a default under said lease. Other than the foregoing, there is no restriction on the right of any Owner, including Declarant or Developer, to lease any Unit or any portion of a Unit it owns.

ARTICLE 12
GENERAL PROVISIONS

12.01 **Management and other Contracts.** The Developer hereby reserves the right, from time to time, for and on behalf of the Association, to engage a manager for the Association and its property during all or any portion of the period Developer has the right to appoint directors to the Board. Thereafter, the Board may engage the services of an agent to manage the Property to the extent deemed advisable by the Board. Any management agreement shall be terminable by either party for cause upon thirty (30) days written notice, and the term of any such agreement may not exceed one year, renewable by agreement of the parties for successive one year periods. Any other contract providing for services by the Developer must provide for termination on ninety (90) days written notice and be for a maximum contract term of three years.

12.02 **Enforcement.** The Board of Directors of the Association shall have standing and capacity to act in a representative capacity on behalf of the Owners. In furtherance of the foregoing and in addition to all other rights herein granted to the Association, the Association may enforce the provisions of this Declaration and the Articles of Incorporation, By-laws and rules and regulations of the Association by any proceeding at law or in equity against any person or persons violating or attempting to violate any such provisions. All rights and remedies may be exercised at any time and from time to time, cumulatively, or otherwise, and failure of the Association to enforce any such provisions shall in no way be deemed a waiver of the right to do so thereafter. All expenses incurred by the Association in connection with any such proceedings, including court costs and attorneys' fees, together with interest thereon at 18% per annum, shall be charged to and assessed against any Owner violating any such provisions and shall be added to and deemed a part of his assessment and constitute a lien on his Unit and be enforceable as provided in Article 6.

12.03 **Severability.** If any term, restriction or covenant of this instrument is deemed illegal or unenforceable, all other terms, restrictions or covenants and the application thereof shall remain unaffected to the extent permitted by law.

- 12.04 Title in Land Trust. In the event title to any Unit is conveyed to a title-holding trust, under the terms of which all powers of management, operation and control of the Unit remain vested in the trust beneficiary or beneficiaries, then the beneficiary or beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Unit. No claim shall be made against any such title-holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Unit and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Unit.
- 12.05 Amendment, Change, Modification, or Rescission. No provision of this Declaration affecting or creating any of the rights, options, privileges or duties of the Declarant or Developer, including but not limited to Declarant or Developers' right to rent Units, may be amended, changed, modified or rescinded in any way without the prior written consent of the Trustee and Developer. The provisions of this Paragraph 12.05 may only be amended, changed, modified, or rescinded by an instrument in writing setting forth such amendment, change, modification or rescission and signed, acknowledged and approved by the Board, the Developer and all of the Owners and all mortgagees having bona fide liens of record against any of the Unit Ownerships. Except for amendments to this Paragraph 12.05, and except as elsewhere provided in this Declaration, the provisions of this Declaration may only be amended, changed, modified or rescinded by an instrument in writing setting forth such amendment, change, modification or rescission and signed and acknowledged by the Board and approved by the Owners having at least seventy-five percent (75%) of the total vote at a meeting called for that purpose and approved by any mortgagees required under these Instruments and containing an affidavit by an officer of the Board certifying that a copy of such instrument (without such affidavit) has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit not less than ten (10) days prior to the date of such affidavit. Each instrument of amendment, change, modification or rescission, made in accordance with this Declaration, shall be effective upon the recording of such instrument in the office of the DuPage County, Illinois Recorder.

- 12.06 Special Amendment. Notwithstanding any other provision of this Declaration, the Declarant and the Developer and each of them singly reserves and shall have the right at any time and from time to time to record a Special Amendment to this Declaration to (i) conform this Declaration with the requirements of any applicable local ordinance or the requirements of any institutional lender issuing a commitment to the Declarant, to the Developer or to a Purchaser or (ii) correct clerical or typographical errors in this declaration, or (iii) complete the data on the plat after improvements constructed at any time on the Parcel are completed by the Developer or (iv) modify or amend this Declaration so long as such modifications and amendments shall not materially impair the rights of Owners. In furtherance of the foregoing, each Owner and each holder of mortgage, trust deed, or lien affecting any Unit and each person having any other interest in the Property hereby grants to the Declarant and Developer and each of them (and the Declarant hereby reserves for each of them) an irrevocable power of attorney coupled with an interest on behalf of each Owner and each such holder or person to make, sign and record on behalf of each Owner and each such holder and person any amendment described in this Paragraph 12.06. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a unit or the property and the acceptance of any such instrument shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the afore-described power of attorney to the Declarant, Developer, and each of them, to make, sign and record on behalf of each of the Owners, holders and persons described in this Paragraph any amendment described in this Paragraph.
- 12.07 Notices. Any notice required or desired to be given under the provisions of this Declaration to any Owner shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, directed to the person who appears as the Owner at his last known address, as shown in the records of the Association at the time of such mailing.

- 12.08 Binding Effect. The easements created by this Declaration shall be of perpetual duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any Unit subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Owners of not less than seventy-five (75%) percent of the Units has been recorded, agreeing to amend said covenants and restrictions in whole or in part.
- 12.09 Successors and Predecessors of Declarant or Developer. No party exercising rights as Declarant or Developer hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights.
- 12.10 Successors and Assigns. This Declaration shall inure to the benefit of and be binding upon the successors and permitted assigns of Declarant, Developer and all persons that may have or hereafter obtain any interest in the Property.

CONSENT OF MORTGAGEE

_____ holder of mortgages on the property dated
_____, 20____ and recorded _____, 20____ as document number
_____ and dated _____, 20____ and recorded
_____, 20____ as document number _____ hereby
consents to the execution and recording of the within Declaration Owner and agrees that said
mortgages are subject to the provisions of said Declaration.

IN WITNESS WHEREOF, the said _____ has caused this
instrument to be signed by its duly authorized officers on its behalf, all done at _____,
Illinois on the _____ day of _____, 20____.

BY: _____

ATTEST:

PROPERTY
EXHIBIT B

ADDITIONAL PROPERTY

Intentionally Omitted.

EXHIBIT C
BY-LAWS OF
WILLOWBROOK BUSINESS CENTER OFFICE PARK ASSOCIATION
AN ILLINOIS NOT-FOR-PROFIT CORPORATION

ARTICLE 1
NAME OF CORPORATION

The name of this Not-For-Profit Corporation is WILLOWBROOK BUSINESS CENTER OFFICE PARK ASSOCIATION (the "Association").

ARTICLE 2
DEFINITIONS

All terms used herein shall have the meanings set forth in the Declaration including, without limitation:

- 2.01 Access Area. The unenclosed sidewalks from time to time or at any time located or constructed upon the Units and utilized for ingress, egress and access to, from and through the Property.
- 2.02 Additional Property. Intentionally Omitted.
- 2.03 Association. WILLOWBROOK BUSINESS CENTER ASSOCIATION, an Illinois not-for-profit corporation, its successors and assigns.
- 2.04 Board. The Board of Directors of the Association.
- 2.05 Bylaws. The Bylaws of the Association set forth in this Declaration, as may be amended from time to time.
- 2.06 Common Area. That portion of the Property designated herein, designated on the Plat(s), if any, designated on the Plat of Subdivision, if any, and/or designated on the Annexation Agreement, if any, including but not limited to the following if applicable: (i) entrance monuments; (ii) ponds; (iii) detention/retention areas; (iv) storm water management facilities; (v) wetlands; (vi) swales, culverts, inlets, drainage pipes, appurtenant drainage lines and ditches; (vii) landscaping and/or berms; (viii) parkway trees; (ix) sidewalks, paths, street lights, if not maintained by the applicable governmental entity or the Owner; (x) parking areas and/or parking stall; and (xi) all other common structures and other identification features of the Property, together with all improvements and facilities at any time located thereon.

- 2.07 Common Interest Property. Real Estate with respect to which, any person, by virtue of his or her ownership, of a partial interest, or unit, in the property, is obligated to pay for maintenance, improvement, insurance premiums, or real estate taxes, of other real estate, described in a declaration, that is administered by an association.
- 2.08 Declarant. Willowbrook Business Center, LLC a Illinois Company, its successors and/or assigns.
- 2.09 Developer. Willowbrook Business Center, LLC a Illinois Company, its successors and/or assigns.
- 2.10 First Mortgagee. A bona fide lender holding a validly recorded mortgage or trust deed on a lot or the Common Area which mortgage or trust deed was recorded prior in time to all other mortgages or trust deeds against said lot or Common Area.
- 2.11 Member. Every Owner of a Unit.
- 2.12 Non-maintenance Area. Any ground area outside of the walls of any commercial Unit is designated as a non-maintenance area which is not maintained by the Unit Owner but which is maintained by the Association.
- 2.13 Owner. The record owner, whether one or more persons, individuals or entities, of a fee-simple title to any Unit, including contract sellers having such interest merely as security for the performance of an obligations.
- 2.14 Party Walls. Each wall built as part of the original construction of the Units upon the Property and placed on the vertical or horizontal dividing line between the Units and/or serves two or more Units.
- 2.15 Plat of Subdivision. Plat of Subdivision previously recorded _____ as Document #R20 _____ in DuPage County Illinois affecting the Property and any portion thereof including any subsequent Plats of re-Subdivision or Certificates of Correction.
- 2.16 Plat. Any Plat of Survey, recorded or unrecorded, prepared by an Illinois licensed Surveyor, affecting the Property or any portion thereof.
- 2.17 Property. The real estate described in Exhibit "A", attached hereto.
- 2.18 Storm Water Detention Facilities. The Storm Water Detention Facilities shall mean the storm water detention facilities located anywhere on the Property.

- 2.19 Unit. Any plot of land shown upon the Plat which is designated as a separate lot thereon and which is improved with commercial office space or industrial office space.

ARTICLE 3
PURPOSES AND POWERS

- 3.01 Purposes: The purposes of this Association are to perform all the obligations of the Association as set forth in the Declaration, including without limitation, owning, maintaining and administering the Common Area and the facilities and improvements thereon and those portions of the Units as designated therein; to promote the health, safety and welfare, and the common use and enjoyment thereof by its Members; and to exercise all the rights and powers granted the Association in the Declaration, all on a not-for-profit basis, subject to and in accordance with the terms and provisions of the Declaration.
- 3.02 Powers: The Association shall have and exercise all powers as are now or may hereafter be granted by the General Not-For-Profit Corporation Act of the State of Illinois, the Declaration and these By-Laws.

ARTICLE 4
OFFICES

- 4.01 Registered Offices: The Association shall have and continuously maintain in the State of Illinois a registered office and registered agent whose office shall be identical with such registered office, and may have other offices within or without the State of Illinois as the Board of Directors may from time to time determine.
- 4.02 Principal Office: After the turnover Date, as hereinafter defined, the principal office of the Association shall be maintained as determined from time to time by the Board. Prior to the Turnover Date the location of the principal office shall be determined from time to time by Developer.

ARTICLE 5
MEMBERSHIP AND VOTING RIGHTS

- 5.01 Membership: Every Owner of a Unit shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit. Ownership of a Unit shall be the sole qualification for membership.

- 5.05 **Notice of Meetings:** Written or printed notice stating the place, day and hour of any meeting of Members shall be delivered either personally or by mail to each Owner not less than five (5) nor more than forty (40) days before the day of such meeting. Said notice shall be given by or at the direction of the President, Secretary or persons calling the meeting. In case of a special meeting or when required by statute or these By-Laws, the purpose for which the meeting is called shall be stated in the notice. Notices of the meetings shall be in writing addressed to the Owner at the address furnished by him to the Association for the purpose of service of notices or if not such address has been furnished, to the Unit owned by such Owner. Notices addressed as above shall be deemed delivered when deposited in the United States mail, postage prepaid, or when personally delivered to that address.
- 5.06 **Place of Meetings:** All meetings of Members shall be held at such place in DuPage County, Illinois as determined by the Board.
- 5.07 **Quorum:** The presence at any meeting, in person and by proxy, of Owners having twenty percent (20%) of the total votes shall constitute a quorum for any action to be taken by the Members except as may otherwise be provided in the Declaration or in these By-Laws. Unless otherwise expressly provided in the Declaration or in these By-Laws any action that may be taken by the Members may be taken at any meeting at which a quorum is present upon the affirmative vote of a majority of the Voting Members present at such meeting. If a quorum is not present at any meeting, a majority of the Voting Members present may adjourn the meeting at any time, without further notice. At any adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting. Withdrawal of Voting Members from any meeting shall not cause failure of a duly constituted quorum at that meeting.
- 5.08 **Proxies:** At all meetings of Members, a Voting Member may vote either in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically be void upon termination by the Member of his interest in his Unit.

ARTICLE 6
BOARD OF DIRECTORS

- 6.01 In General: The affairs of the Association shall be managed by the Board of Directors. At the initial meeting of the Voting Members, the Voting members shall elect the Board of Directors consisting of not less than three (3) nor more than eight (8) members, in accordance with the terms of the Illinois Not-For-Profit Act. In all elections for members of the Board of Directors, each Voting member shall be entitled to vote on a cumulative voting basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. Members of the Board elected at the initial meeting of the Voting Members shall serve until the first annual meeting of the Voting Members. At the first annual meeting no less than three (3) nor more than eight (8) Board members shall be elected in accordance with the terms of the Illinois Not-For-Profit Act. Upon the expiration of the terms of office of the Board members so elected at the first annual meeting and thereafter, successors shall be elected for a term of one (1) year each. The Voting Members having at least two-thirds (2/3rds) of the total vote may increase or decrease such number of persons on the Board or may increase or decrease the term of office of Board members at any annual or special meeting, provided that (i) the number of Directors shall be within the variable range of not less than three (3) nor more than eight (8) members, (ii) the terms of at least one-third (1/3) of the persons on the Board shall expire annually, and (iii) no Board member or officer shall be elected for a term of more than two (2) years but Board members or officers may succeed themselves. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt and as provided in the Declaration and/or in these By-laws. Except as provided elsewhere in the Declaration or in these By-Laws, all directors elected by the Members shall be Owners.
- 6.02 Appointment of Directors by Developer: Anything herein to the contrary notwithstanding, as provided in the Declaration, until the initial meeting of Members has been held following the Turnover Date, the Board shall consist of, and vacancies on the Board shall be filled by, such persons, not less than three (3), as Developer shall from time to time, appoint. Prior to the Turnover Date, Developer may, from time to time, by written notice to the Association, elect to relinquish its right to appoint any one or more directors, and continue to exercise its right to appoint the remaining directors.
- 6.03 Election of Directors: At the initial meeting of Members after the Turnover Date the Voting Members shall elect the number of directors then in effect. In all elections for directors each Voting Member shall be entitled to vote on a noncumulative basis.

- 6.04 **Annual Meetings:** The Board shall hold an annual meeting of the Board within ten (10) days after each annual meeting of the Members, at such time and place as shall be fixed by the directors at the annual meeting of Members and no further notice to the directors of their annual meeting shall be necessary.
- 6.05 **Regular Meetings:** In addition to its annual meeting, regular meetings of the Board shall be held at such time and place as a majority of the Board shall by resolution determine, provided that there shall be not less than one regular meeting each calendar quarter. Notice of such regular meetings of the Board shall be given to each director personally, by mail or by telephone at least five (5) days prior to the meeting.
- 6.06 **Special Meetings:** Special meetings of the Board may be called by the President or a majority of the directors. The person or persons authorized to call such special meetings of the Board may fix the place within DuPage County, Illinois for holding any special meeting of the Board called by them.
- 6.07 **Notice of Special Meetings:** Notice of any special meeting of the Board shall be given at least three (3) days prior to any such meeting by written notice delivered personally or by mail to each director of his address as shown by the records of the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid.
- 6.08 **Waiver of Notice; Contents of Notice:** Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice of such meeting, unless specifically required by law or by these By-Laws.
- 6.09 **Informal Action:** Any action required to or which may be taken at a meeting of the Board, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all directors entitled to vote with respect to the subject matter thereof. Any such signed consent shall have the same effect as a unanimous vote of the directors.
- 6.10 **Quorum:** A majority of the directors serving from time to time on the Board shall constitute a quorum for the election of officers and for the transaction of business at any meeting of the Board, provided that if less than a quorum is present a majority of the directors present may adjourn the meeting from time to time without further notice.

any Voting Members shall be required with respect to any rules or regulations, or any amendments or modifications thereof adopted by the Board prior to the Turnover Date.

- b. To cause the annual budget to be prepared, each owner to be notified of the annual and any special assessments against his Unit and to collect the same all in accordance with and as more fully set forth in the Declaration.
- c. To formulate policies for the administration, management, maintenance, improvement and operation of the Property.
- d. To provide for the designation, hiring and removal of employees and other personnel, including lawyers, engineers, architects and accountants, and to engage or contract for services to the Property.
- e. To procure and maintain such fire and extended coverage, public liability, workmen's compensation, fidelity, directors' and officers' liability and other insurance in such amounts and insuring against such risks as the Board deems desirable.
- f. Subject to the provisions of the Declaration, to engage the services of a professional manager for the Association and the Property, and such other personnel and services, including accountants and attorneys, as the Board may, in its discretion, deem appropriate.
- g. To provide for the maintenance, repair, replacements, improvements and additions of and to the Common Area and the facilities and improvements thereon, and to the extent set forth in the Declaration, the Units and improvements thereon.
- h. To pay all taxes and other costs and expenses incident to the ownership of the Common Area and all facilities and improvements thereon.
- i. To cause all officers or employees having fiscal responsibility to be bonded, as it may deem appropriate.
- k. To exercise all other rights, powers, duties and authority vested in or delegated to the Board or the Association by the Illinois Not-For-Profit Corporation Act, the Declaration, or these By-Laws, not expressly reserved to the Members.

ARTICLE 9
COMMITTEES

- 9.01 **Board Committees**: The Board, by resolution adopted by a majority of the directors in office, may designate one or more committees, each of which shall consist of two or more directors; said committees, to the extent consistent with law and as provided in said resolution, shall have the exercise the authority of the Board in the management of the Association; but the designation of such committees and the delegation thereof of authority shall not operate to relieve theBoard, or any individual directors, of any responsibility imposed upon it or him by law.
- 9.02 **Special Committees**: Other committees not having and exercising the authority of the Board in the management of the Association may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Members of the Association, and the President of the Association shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Association shall be served by such removal.
- 9.03 **Term**: Each member of a committee shall continue as such until the next annual meeting of the Board and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.
- 9.04 **Chairman**: One member of each committee shall be appointed chairman.
- 9.05 **Vacancies**: Vacancies in the membership of any committee may be filled by appointed made in the same manner as provided in the case of the original appointments.
- 9.06 **Quorum**: Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee may be filled by appointment made in the same manner as provided in the case of the original appointments.
- 9.07 **Rules**: Each committee may adopt rules for its own government not inconsistent with the Declaration, these By-Laws or with rules adopted by the Board.

ARTICLE 10
CONTRACTS, CHECKS, DEPOSITS AND FUNDS

- 10.01 Contracts: The Board may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances.
- 10.02 Payments: All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association, and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice President of the Association.
- 10.03 Bank Accounts: All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board may select.
- 10.04 Special Receipts: The Board may accept on behalf of the Association any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Association.

ARTICLE 11
FISCAL MANAGEMENT

- 11.01 Fiscal Year: The fiscal year of the Association shall begin on the first day of January each year, except that the first fiscal year shall begin at the date of incorporation, and shall end on the last day of December of each year.
- 11.02 Financial Statements: On or before April 15 of each year following the initial meeting of Members, the Association shall furnish its Members with a statement of the income and disbursements of the Association for such fiscal year and such other information set forth in the Declaration. As provided in the Declaration, an annual budget shall be adopted and communicated to the Members by December 15 of the prior year.
- 11.03 Annual Assessments: The Board in its sole discretion shall determine the monthly assessments subject to the terms, conditions and limitations set forth in the Declaration.

11.04 Special Assessments: Special assessments may be authorized pursuant to the terms set forth in the Declaration.

ARTICLE 12
BOOKS AND RECORDS

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

ARTICLE 13
SEAL

The Board may provide for a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the Association.

ARTICLE 14
WAIVER OF NOTICE

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

ARTICLE 15
AMENDMENTS

The By-Laws may be amended or modified at any time or from time to time at any meeting of the Board, by a majority of the directors then serving on the Board, provided that (i) no amendments affecting the rights granted by these By-Laws to Developer shall be effective unless consented to in writing by the Developer; (ii) no provision of these By-Laws shall conflict with the Declaration; and (iii) no amendment shall diminish the authority of the Board while Developer has the right to appoint any members of the Board.

FINAL ENGINEERING PLANS FOR WILLOWBROOK CORP. CENTER

WILLOWBROOK, ILLINOIS

FINAL ENGINEERING PLANS
FOR
WILLOWBROOK CORP. CENTER
WILLOWBROOK, ILLINOIS

DEVELOPER:
STREAMLINE CONSTRUCTION CORP.
501 WILLOW BLVD
WILLOW SPRINGS, ILLINOIS 60480
(708) 216-9700

ENGINEER:
DESIGNTEK ENGINEERING, INC.
9500 BORMET DRIVE, SUITE 305
MOKENA, ILLINOIS 60448
(708) 326-4961

SURVEYOR:
DESIGNTEK SURVEYING, LLC.
9500 BORMET DRIVE, SUITE 305
MOKENA, ILLINOIS 60448
(708) 478-6161



LOCATION MAP
NOT TO SCALE

INDEX OF PLAN SHEETS

1. COVER SHEET
- 2.-3. SPECIFICATIONS
4. GEOMETRIC PLAN
5. SOIL EROSION AND SEDIMENT CONTROL
6. SOIL EROSION AND SEDIMENT CONTROL DETAILS
7. GRADING PLAN
8. UTILITY PLAN
9. PLAN & PROFILES
10. DETAILS

BENCHMARKS:

1. INITIAL BENCHMARK: DUPAGE COUNTY MONUMENT NUMBER 135, BEING A 3.5" BRASS DISK LOCATED ON THE BASE OF A TRAFFIC SIGNAL AT THE SOUTHEAST CORNER OF PLAINFIELD ROAD AND MADISON STREET. ELEVATION: 732.18 (NAVD 88)
2. TEMPORARY BENCHMARK #1 (TBM #1): THE NORTHEAST BOLT ON A FIRE HYDRANT LOCATED AT THE NORTHWEST CORNER OF CHERRYWOOD LANE AND ADAMS STREET. ELEVATION: 722.12 (NAVD 88)
3. TEMPORARY BENCHMARK #2 (TBM #2): THE NORTHEAST CORNER OF A CONCRETE TRANSFORMER PAD LOCATED ON THE NORTH SIDE OF A 2 STORY BUILDING, LYING SOUTH AND ADJOINING THE SURVEY SITE. ELEVATION: 718.53 (NAVD 88)

LEGAL DESCRIPTION:

LOT 2 IN THE PLAT OF RESUBDIVISION OF WILLOWBROOK CORPORATE CENTER NUMBER 2, BEING A RESUBDIVISION OF LOT 3 IN FINAL PLAT OF SUBDIVISION OF WILLOWBROOK CORPORATE CENTER UNIT NO. 2, BEING THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 11, 2000 AS DOCUMENT R2000-139930, IN DUPAGE COUNTY, ILLINOIS, SAID PLAT OF RESUBDIVISION OF WILLOWBROOK CORPORATE CENTER NUMBER 2 BEING RECORDED ON NOVEMBER 6, 2013 AS DOCUMENT NUMBER R2013-152663.

SURFACE WATER DRAINAGE CERTIFICATE

STATE OF ILLINOIS
COUNTY OF WILL. ILL.

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 PROVISIONS HAVE BEEN MADE FOR THE COLLECTION AND DISCHARGE OF SURFACE WATERS INTO PUBLIC OR PRIVATE AREAS AND 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 SUBSTANTIVE DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS 5TH DAY OF JUNE, 2014.

ENGINEER

LEGEND	
EXISTING	PROPOSED
---> SANITARY SEWER	---> SANITARY SEWER
---> STORM SEWER	---> STORM SEWER
□ CATCH BASIN	□ CATCH BASIN
○ OPEN LID MANHOLE	○ OPEN LID MANHOLE
○ CLOSED LID MANHOLE	○ CLOSED LID MANHOLE
□ INLET	□ INLET
W WATER MAIN	W WATER MAIN
V VALVE	V VALVE
H HYDRANT	H HYDRANT
△ FLARED END	△ FLARED END
* STREET LIGHT	* STREET LIGHT
• UTILITY POLE	• UTILITY POLE
• B-BOX	• B-BOX
— RETAINING WALL	— RETAINING WALL
— SILT FENCE	— SILT FENCE
— CONTOUR	— CONTOUR
FM FORCEMAIN	FM FORCEMAIN
--- FLOODPLAIN	--- FLOODPLAIN
--- FLOODWAY	--- FLOODWAY
→ OVERLAND FLOW ROUTE	→ OVERLAND FLOW ROUTE
WETLANDS	WETLANDS
WETLAND BUFFER	WETLAND BUFFER
DEPRESSED WALK	DEPRESSED WALK

CALL BEFORE YOU DIG

JULIE

CALL 1-800-892-0123
AT LEAST 48 HOURS (2 WORKING
DAYS) BEFORE YOU DIG

REVIEW SET
NOT FOR CONSTRUCTION

REVISIONS			
NO.	DATE	DESCRIPTION	BY



PROJECT INFORMATION	
Project No.:	14-0015
Date:	06-04-2014
Design By:	SOS
Drafted By:	ADM
Checked By:	SOS

1
OF
11

DESIGNTEK ENGINEERING, INC.
CONSULTING AND SITE DESIGN ENGINEERS

GENERAL NOTES

- 1. Definition of Terms
a. The CONTRACTOR is the individual, firm, partnership or corporation contracting with the OWNER for performance of the prescribed work.
b. The OWNER is the individual, firm, partnership or corporation having the authority to award the contract for the prescribed work.
c. The ENGINEER where specifically referred to in the Special Provisions shall be the OWNER'S representative.
2. All CONTRACTORS shall be responsible for the following, which shall also be incidental to the cost of construction:
a. Examination of the Engineering Plans and Specifications and the existing site conditions prior to submitting a bid, and notifying the ENGINEER at once of any discrepancies.
b. The obtaining of any necessary permits not previously applied for by the OWNER, and posting of the necessary bonds.
c. The notification of the start of construction to the Village of Willowbrook Public Works at (630) 920-2238, utility companies, and the ENGINEER at least two (2) working days prior to said start. All existing utilities must be staked prior to construction. All construction, including equipment startup, shall be between the hours of 7:00 a.m. to 8:00 p.m. weekdays, and 8:00 a.m. to 7:00 p.m. weekends and holidays.
d. Calling attention to the OWNER of any errors or discrepancies, which may be suspected in lines and grades, which are established by the OWNER. The CONTRACTOR shall not proceed with the work until the lines and grades which are believed to be in error have been verified or corrected by the OWNER. Additional staking that may be required due to CONTRACTOR negligence shall be paid for by the CONTRACTOR.
e. The providing of safe and healthful working conditions throughout the prosecution of the construction work. This shall include, but not be limited to: the removal of debris, the protecting of construction hazards with barricades and the keeping of public street pavements clean of construction dirt and debris.
f. The restoration to the original condition or better of any areas that are damaged by the CONTRACTOR during construction.
g. The testing of materials, if required by the OWNER and/or the jurisdictional agencies.
h. The guarantee of all materials and workmanship for a period of one (1) year upon final acceptance by the OWNER and other jurisdictional agencies. Verify warranty period with the Village of Willowbrook.
i. Trees shall be installed a minimum of five (5) feet horizontally from sanitary sewers, sanitary manholes, water mains, and water services. Trees and light poles shall be installed a minimum of ten (10) feet horizontally from utility structures and appurtenances, including but not limited to manholes, valve vaults, valve boxes and fire hydrants.
j. The contractor shall be responsible for implementation & maintenance of all soil erosion & sedimentation control measures throughout the entire project.
k. Contractors are required to obtain applicable Village of Willowbrook Permit(s).
3. The OWNER shall be responsible for the following:
a. Scheduling the necessary preconstruction meeting(s) with the jurisdictional agencies at least two (2) working days prior to the commencement of work.
a. Insurance certificates from all contractors, naming the Village of Willowbrook as additional insured, prior to preconstruction meeting being set.
b. Providing the CONTRACTOR with one (1) set of control lines and grade stakes (at offsets mutually agreed upon) for the proper prosecution and control of the work.
c. Applying for IEPA, NOI, and IDOT permits, and all applicable Village of Willowbrook Permits. Other necessary permits shall be the responsibility of the CONTRACTOR.
4. The ENGINEER shall be responsible for the following:
a. To periodically visit the construction site in order to better carry out the duties and responsibilities assigned by the OWNER and undertaken by the ENGINEER.
b. The ENGINEER shall not, during such visits or as a result of such observations of the CONTRACTOR(s)' work in progress, supervise, direct or have control over the CONTRACTOR(s)' work nor shall the ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the CONTRACTOR(s), for safety precautions and programs incident to the work of the CONTRACTOR(s) or for any failure of the CONTRACTOR(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to the CONTRACTOR(s) furnishing and performing their work. Accordingly, the ENGINEER can neither guarantee the performance of the construction contracts by the CONTRACTOR(s) nor assume responsibility for the CONTRACTOR(s)' failure to furnish and perform their work in accordance with the Contract Documents.

STANDARD SPECIFICATIONS

- 1. The Standard Specifications, which apply to the construction work as shown on the Engineering Plans, are contained in the following documents:
a. Standard Specifications for Road and Bridge Construction, latest edition, as adopted by the State of Illinois, Department of Transportation.
b. Standard Specifications for Water and Sewer Main Construction in Illinois, latest edition, as adopted by the Illinois Society of Professional Engineers, et al.
c. Village of Willowbrook Code, latest edition.
2. In the event of a conflict between statements, which apply to the construction work, the OWNER should contact the Public Works Director at (630) 920-2238 for direction.

SPECIAL PROVISIONS

- 1. EARTHWORK IMPROVEMENTS
a. Topsoil Excavation Includes:
1) Excavation of topsoil and other structurally unsuitable materials within those areas that will require earth excavation or compacted earth fill material, in order to achieve the plan subgrade elevations. The amount of topsoil to be stripped shall be verified in the field by a soils engineer.
2) Placement of the excavated material in OWNER designated areas for future use within areas to be landscaped, and those areas not requiring structural fill material.
3) Compaction of the excavated material where placed in areas not requiring structural fill material, shall be moderate.
4) Excess materials, if not utilized as fill or if not stockpiled for future landscaping, shall be completely removed from the construction site and disposed of by the CONTRACTOR.
b. Earth Excavation Includes:
1) Excavation of earth and other materials which are suitable for use as structural fill. The excavation shall be to within a tolerance of 0.3 feet (+/-) of the plan subgrade elevations. The (+/-) tolerance within pavement areas shall be such that the earth material shall "balance" as part of the fine grading operation.
2) Placement of the earth and other suitable materials shall be within those areas requiring structural fill in order to achieve the plan subgrade elevations to within a tolerance of 0.3 feet (+/-). The fill material shall be placed in loose lifts that shall not exceed eight (8) inches in thickness, and the water content shall be adjusted in order to achieve the required compaction. Earth material may be placed within those portions of the building site not requiring structural fill, to within six (6) inches of the plan finished grade elevation. In areas requiring structural fill, however, the earth material shall not be placed over topsoil or other unsuitable materials unless specifically directed by a Soils Engineer with the concurrence of the OWNER.
3) Compaction of the earth and other suitable materials shall be at least 95% of the maximum dry density as determined by the Modified Proctor Test, ASTM D1557 laboratory procedure within proposed pavement areas, building areas, and rear yards abutting proposed lakes. Moderate compaction is required elsewhere. All fill shall be placed in 8" lifts, loose measure.
4) Excess materials, if not utilized as fill, shall be completely removed from the construction site and disposed of by the CONTRACTOR.
c. Unsuitable Material
1) Unsuitable material shall be considered as material which is not suitable for the support of pavement and building construction, and is encountered below normal topsoil depths and the proposed subgrade elevation. The decision to remove said material, and to what extent, shall be made by a Soils Engineer with the concurrence of the OWNER in writing.
d. General
The Grading CONTRACTOR shall:
1) Maintain proper site drainage at all times during the course of construction, and prevent storm water from running into or standing in excavated areas.
2) Spread and compact uniformly, to the degree specified, all excess trench spoil after completion of the underground improvements.
3) Scarify and compact, to the degree specified, the upper twelve (12) inches of the suitable subgrade material, in all areas that may be soft due to excess moisture content. This applies to cut areas as well as fill areas.
4) Provide water to add to dry material in order to adjust the moisture content for the purpose of achieving the specified compaction.
5) Be responsible for implementation of the "Soil Erosion and Sedimentation Control Measures" as assigned to the grading CONTRACTOR on the Engineering Plan.
6) Maintain silt fence until grass is established.
e. Testing and Final Acceptance
1) The CONTRACTOR shall provide, as a minimum, a fully loaded six-wheel truck for proof rolling the pavement subgrade prior to the placement of the curb and gutter and the base material. In addition, the pavement aggregate base course shall also be proof rolled. Public Works shall be notified 48 hours in advance of any proof roll at (630) 920-2238.
2) Specific compaction testing may be required by the OWNER in selected fill areas. The CONTRACTOR shall bear the cost of any compaction testing which does not meet specification as well as the responsibility and cost for the necessary correction(s).
3) Approval of the pavement subgrade by the OWNER shall be required prior to the placement of the pavement materials.
4) The subgrade soil shall be tested by a professional geotechnical engineer at the developer's expense and shall have a minimum designated Illinois Bearing Ratio (IBR) equal to three (3).
5) A soil investigation report shall be provided to the Village to verify the in situ IBR value. Pavement structures with subgrade soil having an IBR value less than three (3) shall have an increased pavement structure as necessary to carry the design traffic loading.
6) Pavement structures carrying vehicular loading prior to application of the surface course shall have a structure number no less than the values given in item 2.02.L.2 minus five-tenths (0.50).

- f. Method of Measurement
1) As-built measurements of earthwork for the purpose of payment shall not apply. The quantities shown in the ENGINEER'S "Quantity Estimate" shall be utilized unless said quantities are adjusted by mutual consent of the OWNER and CONTRACTOR prior to the signing and acceptance of a contract.
2) The quantities as shown in the ENGINEER'S "Quantity Estimate" are those estimated by the ENGINEER and are provided solely for the convenience of the CONTRACTOR. The CONTRACTOR, by choosing to utilize these quantities in the preparation of his "lump sum" bid, also accepts their accuracy. The CONTRACTOR is therefore encouraged to make his own independent earthwork calculation, and to visit the site prior to the preparation of his bid.
3) Prior to the removal of unsuitable material, the CONTRACTOR shall notify the OWNER for authorization to remove said material. Upon authorization and removal, the CONTRACTOR shall request that the unsuitable material shall be field measured by the ENGINEER in place.
g. Basis of Payment
1) Payment for all earthwork shall be "lump sum". The CONTRACTOR shall provide unit prices for earthwork for the purpose of contract adjustment, if required.
2) Payment for the removal of unsuitable material shall be based on the quantities as field measured by the ENGINEER. The contractor shall provide as part of his bid a unit price per CUBIC YARD for the removal of unsuitable material. Said unit price shall include the complete removal of the material, replacement with a suitable material obtained by the CONTRACTOR from a borrow source, and compaction to the required specification.
2. PAVING IMPROVEMENTS
a. Fine Grading
1) Prior to the construction of the curb and gutter and the placement of the base material, the streets shall be fine graded to within 0.1 feet +/- of final subgrade elevation, to a point two (2) feet beyond the back of the proposed curb.
b. Curb and Gutter
1) The curb and gutter type is detailed on the Engineering Plans.
2) The curbs shall be backfilled after their construction and prior to the placement of the base course.
c. Pavement
1) The pavement materials is detailed on the Engineering Plans. Thickness specified shall be considered to be the minimum compacted thickness.
d. General
The Paving Contractor shall:
1) Repair any base course and binder course failures prior to the installation of the final hot-mix asphalt surface course.
2) Sweep clean the binder course prior to the installation of the final hot-mix asphalt surface course. Excessive cleaning of the binder course that may be required, and is not the fault of the Paving CONTRACTOR, shall be paid for on a time and material basis by prior agreement with the OWNER.
3) Permit the hot-mix asphalt binder course to weather one (1) winter season prior to the installation of the hot-mix asphalt surface course.
4) Install street signs & traffic signs.
e. Testing and Final Acceptance
1) Prior to the placement of the base course, the subgrade must be approved by the local jurisdictional authority. (See "Testing and Final Acceptance for Earthwork")
2) Prior to placement of the hot-mix asphalt surface course, the CONTRACTOR if requested by the OWNER, shall obtain specimens of the binder course with a core drill where directed by the ENGINEER, for the purpose of thickness verification. Coring shall be in accordance with the applicable provisions of ART.406.15 of the Standard Specification entitled "Standard Specifications for Road and Bridge Construction". The cost for obtaining cores, which meet or exceed the specification, shall be borne by the OWNER.
3) Deficiencies in the hot-mix asphalt binder course shall be adjusted for by increasing the plan thickness of the surface course with no additional cost to the OWNER.
4) A nuclear density test must be conducted on asphalt pavement in accordance with IDOT standards.
5) Final acceptance of the total pavement installation shall be subject to the testing and checking requirements cited above.
f. Method of Measurement
1) Curb and Gutter, and base course shall be measured in the field by the CONTRACTOR. The quantities shall be submitted to the OWNER for verification.
2) When requested by the OWNER, documentation for the installed base course, hot-mix asphalt binder, and surface, shall be submitted to the ENGINEER for verification. Deficiencies in total hot-mix asphalt pavement thickness shall be adjusted for in accordance with the requirements of the jurisdictional authority.
g. Basis of Payment
1) Curb and Gutter will be paid for at the contract unit price per LINEAL FOOT.
2) Prime Coat material will be paid for at the contract unit price per GALLON.
3) Base Course will be paid for at the contract unit price per SQUARE YARD.
4) Hot-mix asphalt will be paid for at the contract unit price per SQUARE YARD.

- 3. UNDERGROUND IMPROVEMENTS
a. Sanitary Sewer Mains and Services
1) Material shall be:
a) Polyvinyl chloride pipe (PVC), shall meet or exceed the performance requirements of ASTM D-2241, SDR-26.
b) Polyvinyl chloride pipe (PVC) C-900, shall be used when within 10 feet of water mains or water services.
2) Joints shall be:
a) For PVC; SDR-26 HW.
b) For DIP; push-on rubber gasket joints (bell-lite) type, ANSI A21.11.
3) Bedding shall be CA-11 aggregate with pipe encased to 6" above top of pipe.
4) Cover over the pipe shall be as specified on the plans.
5) Slope for an 8 inch diameter pipe shall be a minimum of 0.42%, and the slope for 6 inch diameter services shall be a minimum of 1.00%.
6) Wyes Type Tees or water department approved saddle tap shall be provided on the new sanitary sewers for proposed building services. All connections to existing sanitary sewers not having wyes shall be made with a "Shower-Tap" for building services and with a manhole for sewer extensions. All taps shall include a properly installed hub wye saddle.
7) "Bond Seal" or similar couplings shall be used when joining pipes of dissimilar materials.
8) Services shall be a minimum 6 inches and extend to the property line or beyond any utility located in the front yard of a lot being served (single-family development), or to within five (5) feet from the face of a proposed building being served (multi-family and commercial development). The termination points shall be clearly located with a green-topped 4inch x 4inch stake.
9) Sizes shall be as indicated on the Engineering Plan.
10) Polyethylene encasement shall be provided for all DIP sanitary sewer as noted under "Water Main and Services", note number 5.
11) Internal chimney seals shall be provided on all sanitary manholes. Internal flexible water-tight seals shall extend from the manhole cone to the manhole frame.
12) Castings/Covers
a) Manhole frame and cover - E.J.I.W. 1058 or Neenah R-1550, with machined bearing surfaces and self sealing Type A heavy duty lid, embossed "SANITARY" and "VILLAGE OF WILLOWBROOK". Covers shall be gasket sealed, have watertite assembly and closed pickholes.
b) Bolt down lids shall be provided where indicated on plans.
c) Manhole castings shall be adjusted to finished grade using precast concrete adjusting rings set in mortar. Maximum adjustment shall be six (6) inches.
13) All sanitary sewers shall conform to the requirements of the Standard Specifications for Water and Sewer Main Construction in Illinois.
14) Backfilling
a) Backfilling of the trench shall be accomplished by careful replacement of the excavated material. Any pipe installed under or within three (3) feet of a pavement edge, driveway (when driveway location is known), or curb and gutter shall be backfilled to the top of the trench with compacted CA-6 material.
b) Compaction shall be compacted using 8" lifts (uncompacted) and mechanical compaction to 95% density. All costs for compaction and testing shall be paid for by the developer or contractor. Results shall be copied to the Village Engineer.
b. Water Main and Services
1) Material for the water main shall be ductile iron pipe, which shall meet or exceed the performance requirements of ANSI A21.51, Class 52 cement-lined, ext. coated & bituminous coated as specified in AWWA C-151. Water service material shall be type "K" 1-2" copper. Ductile iron 3-10" (polywrapped). All installations shall conform to the requirements of the Standard Specifications for Water and Sewer Main Construction in Illinois.
2) Joints for the ductile iron pipe shall be the push-on or mechanical (small footage), AWWA C-111. Mechanical joints Mega-Lug should be used in all changes in direction and between hydrant tee and auxiliary valve. All Mega-Lug and other mechanical joint connections shall be secured using stainless steel bolts.
3) Cover over the pipe shall be a minimum of 5.5 feet.
4) Polyethylene Encasement, conforming to AWWA C-105 shall be provided for all ductile iron pipe.
5) Water Services shall be Mueller Brass fittings with flare joint type. Services shall terminate with a H-1502-2 Orisval III for 3/4"-1" or H-15201 Orisval for 1-1/4" - 2" curb stop. The termination points shall be clearly located with a blue-topped 4 inch x 4 inch stake. The Curb Box shall be Arch Pattern H-10385 for 3/4" - 1" or Arch Pattern H-10616 for 1-1/4" - 2". All curb boxes shall include formed concrete base.
6) Sizes for water main & water service line is indicated on the Engineering Plan.
7) Manhole frame and cover - East Jordan Iron Works, Inc. (E.J.I.W.) 1058 or Neenah R-1550. Covers shall be gasket sealed and embossed "WATER".
8) Copper water line and connection to be left open for inspection by the Village Plumbing Inspector. After inspection, the copper service line shall be backfilled to 6" above the pipe with FA-6 sand.

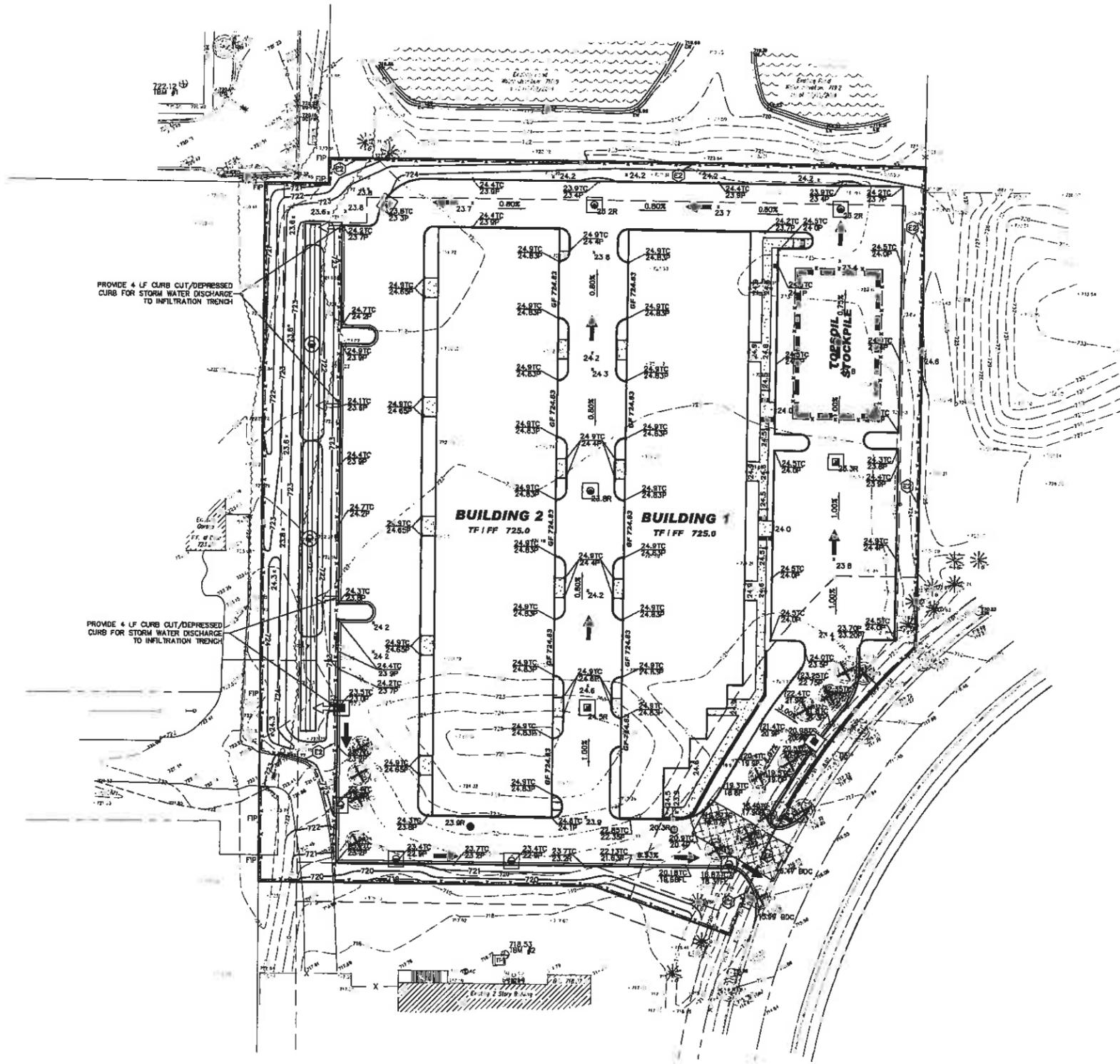
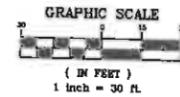
REVISIONS table with columns for NO., DATE, and DESCRIPTION. Below it, project information including: PROJECT INFORMATION, Project No.: 14-0015, Scale: N/A, Date: 06-04-14, Design By: SDS, Drafted By: ADM, Checked By: SDS. At the bottom, a large '2 OF 11' and 'SPECIFICATIONS' text.

REVIEW SET NOT FOR CONSTRUCTION

EROSION CONTROL AND SEDIMENTATION NOTES

- UNLESS OTHERWISE INDICATED, ALL VEGETATIVE AND STRUCTURAL EROSION AND SEDIMENT CONTROL PRACTICES WILL BE CONSTRUCTED ACCORDING TO MINIMUM STANDARDS AND SPECIFICATIONS IN THE ILLINOIS URBAN MANUAL, LATEST EDITION, AND ALL OTHER AUTHORITIES HAVING JURISDICTION.
- THE APPLICANT AND/OR CONTRACTOR IS RESPONSIBLE FOR INSURING THE PERMIT IS OBTAINED AND POSTED ON SITE IN A PROMINENT LOCATION BEFORE COMMENCEMENT OF ANY WORK ON SITE AND SHALL CONTACT THE VILLAGE AT LEAST 2 WORKING DAYS BEFORE THE START OF CONSTRUCTION. INSTALLATION OF SEDIMENT AND EROSION MEASURES AND COMPLETION OF FINAL LANDSCAPING. IN ADDITION, THE VILLAGE SHALL BE PROVIDED WITH A COPY OF THE IEPA LETTER OF NOTIFICATION OF COVERAGE PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- THE DEVELOPER SHALL INSPECT THE SOIL EROSION AND SEDIMENT CONTROL PRACTICES EVERY FOURTEEN DAYS AND AFTER 0.5" OR MORE RAINFALL. IMMEDIATE REPAIR SHALL BE MADE OF ANY DAMAGED EROSION CONTROL ELEMENTS THROUGHOUT THE CONSTRUCTION OF THE PROJECT.
- ALL CONSTRUCTION TRAFFIC SHALL ENTER SITE ONLY AT PROPOSED STABILIZED CONSTRUCTION ENTRANCE(S) AS SHOWN ON PLANS.
- ALL ADJACENT STREETS MUST BE KEPT CLEAR OF DEBRIS. STREET SWEEPING IS REQUIRED EVERY OTHER DAY AND AS NECESSARY. BOBCATS WITH SWEEPING MECHANISMS ARE NOT ALLOWED.
- TECHNIQUES SHALL BE EMPLOYED TO PREVENT THE BLOWING OF DUST OR SEDIMENT FROM THE SITE.
- SILT FENCE SHALL BE CONSTRUCTED AS DETAILED ON THE ENGINEERING PLANS PRIOR TO THE START OF CONSTRUCTION AND SHALL REMAIN IN PLACE UNTIL THE DISTURBED AREA IS STABILIZED. IN ADDITION, SILT FENCE SHALL BE PROVIDED FOR AREAS DRAINING 200' AND GREATER IN ACCORDANCE WITH NRCS CODE 920.
- SCHEDULE OF CONTROL MEASURE IMPLEMENTATION:
 - CONSTRUCT THE APPLICABLE PORTIONS OF THE EROSION AND SEDIMENTATION CONTROLS PRIOR TO SITE CLEARING.
 - CONTROL SITE DEVELOPMENT IN ACCORDANCE WITH THE SPECIFICATIONS.
 - MAINTAIN INLET PROTECTION, CONSTRUCTION TRAFFIC SURFACES, CLEANING OF STORM STRUCTURES AND THE LIKE ON A REGULAR BASIS AFTER EACH HEAVY RAIN OR AS OTHERWISE REQUIRED.
- THE ESTIMATED CONSTRUCTION SCHEDULE IS AS FOLLOWS:

TOPSOIL STRIPPING	SUMMER	2014
ROUGH GRADING AND CONST.	SUMMER	2014
FINAL GRADING	FALL	2014
FINAL LANDSCAPING	FALL	2014
- THE ENTIRE SITE MUST BE STABILIZED, USING A HEAVY MULCH LAYER OR ANOTHER METHOD AT THE CLOSE OF THE CONSTRUCTION SEASON.
- DISTURBED AREAS WITHIN ALL PUBLIC R.O.W.'S SHALL BE RESTORED W/ 6" MIN. TOPSOIL & SOD. RESTORATION SHALL OCCUR IMMEDIATELY AFTER COMPLETION OF CONSTRUCTION, WEATHER PERMITTING. ALL OTHER DISTURBED AREAS SHALL BE RESTORED WITH TOPSOIL & SEED.
- STRAW BALES ARE NOT PERMITTED IN AREAS OF CONCENTRATED FLOW. ROCK CHECK DAMS SHALL BE USED IN THESE AREAS. TECHNIQUES THAT DIVERT UPLAND RUNOFF PAST DISTURBED SLOPES SHALL BE EMPLOYED.
- THE STORM WATER MANAGEMENT FACILITY IS THE MAJOR AREA OF INUNDATION WITHIN THE SITE. POCKETS UPSTREAM OF THE BASIN SHALL BE GRADED IN SUCH A MANNER THAT THEY WILL FUNCTION AS SEDIMENTATION BASINS DURING THE SITE GRADING OPERATIONS. INITIAL WORK SHALL INCLUDE THE CONSTRUCTION OF THE EARTHEN BERMS WHICH CONTAIN THE RUN-OFF, AND THE INSTALLATION OF THE NECESSARY STORM STRUCTURES AND PIPES. SEE THE FINAL GRADING PLAN FOR ELEVATIONS.
- THE PROTECTION OF THE OPEN LID DRAINAGE STRUCTURES SHALL BE CONSTRUCTED AS SPECIFIED IN DETAILS. ALL OPEN LID DRAINAGE STRUCTURES LOCATED IN YARD AREAS AND THE SEDIMENTATION BASIN MUST BE PROTECTED PER INLET PROTECTION DETAILS UNTIL SUCH A TIME THAT THE LANDSCAPING IS IN PLACE AND EFFECTIVELY PREVENTING POTENTIAL SILTATION OF THESE STRUCTURES. ALL OPEN LID DRAINAGE STRUCTURES IN PAVED AREAS SHALL HAVE FILTER BASKETS INSTALLED UNDER THE LIDS. IN THE EVENT THE GRAVEL BASE IS NOT IN PLACE UPON INSTALLATION, INLET PROTECTION SHALL BE PROVIDED AS INDICATED PER INLET PROTECTION DETAIL.
- EROSION CONTROL BLANKET (ECB) SHALL BE INSTALLED TO ALL DISTURBED AREAS WITH SLOPES EQUAL TO OR STEEPER THAN 5H:1V AND IN CRITICAL AREAS (EX: DETENTION BASIN PERIMETERS, STREAMBANKS, BERMS, ETC.) IMMEDIATELY UPON FINAL GRADING. S175 NORTH AMERICAN GREEN (OR SIMILAR) ECB SHALL BE USED. ECB WITH GREEN DYE IS NOT ACCEPTABLE.
- SOIL STOCKPILES SHALL BE STABILIZED OR COVERED AT THE END OF EACH WORKDAY. STOCKPILES TO REMAIN IN PLACE FOR 14 DAYS OR MORE SHALL RECEIVE TEMPORARY SEEDING.
- DURING DEWATER OPERATIONS, WATER WILL BE PUMPED INTO SEDIMENT BASINS OR SILT TRAPS. DEWATERING DIRECTLY INTO FIELD TILES OR STORMWATER STRUCTURES IS PROHIBITED.
- THE DEVELOPER IS RESPONSIBLE FOR HAVING THE SWPPP AND A STAMPED AND SIGNED COPY OF THE APPROVED SOIL EROSION AND SEDIMENT CONTROL PLAN SHALL ON SITE AT ALL TIMES AND BE PRESENTED WHEN REQUESTED BY ANY AUTHORIZED AGENCY.
- AN INCIDENT OF NON-COMPLIANCE (ION) MUST BE COMPLETED AND SUBMITTED BY THE OWNER TO THE IEPA AND COPIED TO THE VILLAGE IF, AT ANY TIME, AN EROSION OR SEDIMENT CONTROL DEVICE FAILS.



EROSION CONTROL LEGEND

- (1) CONSTRUCTION ENTRANCE PER NRCS SPECIFICATIONS
- (2) SILT FENCE PER NRCS SPECIFICATIONS

LEGEND

- X SILT FENCE
- [Symbol] STORM STRUCTURE W/ FILTER BASKET AND INLET PROTECTION (I.E. FABRIC DROP, EXCAVATED DRAIN, ETC.)
- [Symbol] STORM STRUCTURE WITH FILTER FABRIC
- X TREE REMOVAL

NO.	DATE	REVISIONS	DESCRIPTION

STREAMLINE CONSTRUCTION CORP
501 WILLOW BOULEVARD
WILLOW SPRINGS, IL 60480
(708) 216-9700

FINAL ENGINEERING PLANS
FOR
WILLOWBROOK CORP. CENTER
WILLOWBROOK, ILLINOIS

DESIGNTEK ENGINEERING, INC.
CORPORATE OFFICE: 2725 W. 141ST ST.
9500 BORMET DRIVE, SUITE 305
MOKENA, ILLINOIS 60448
(708) 328-4961
IL PROF. LIC. NO.: 184-003740



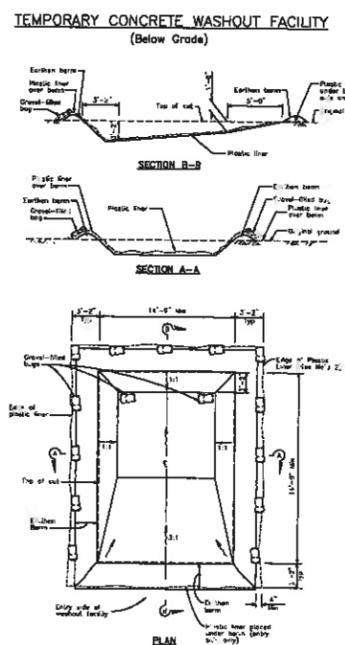
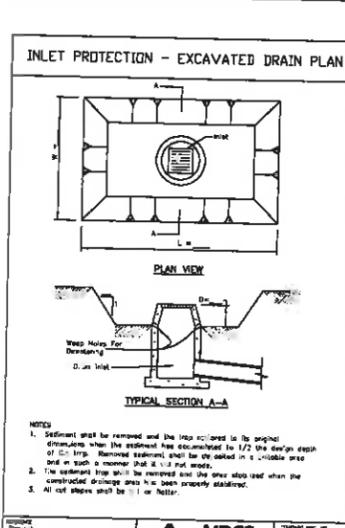
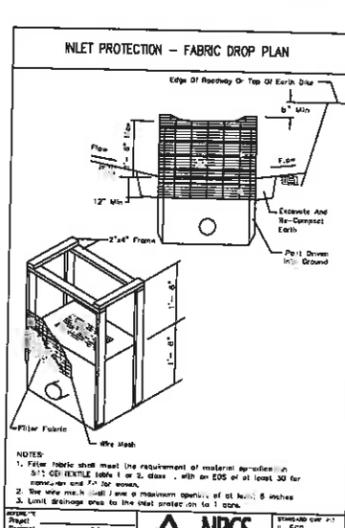
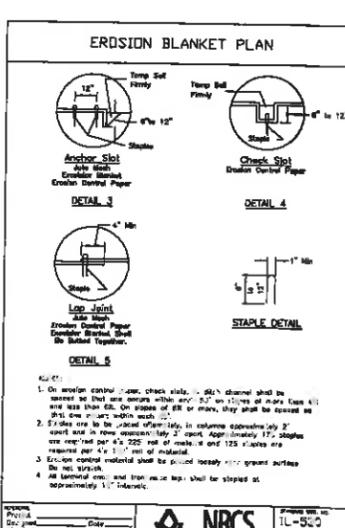
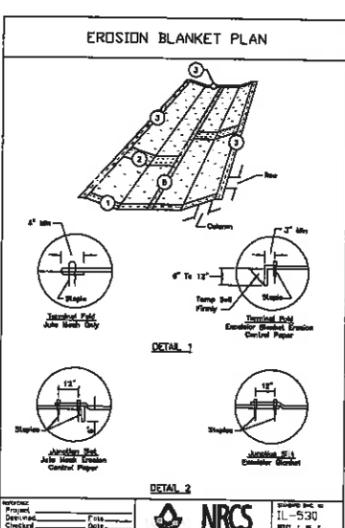
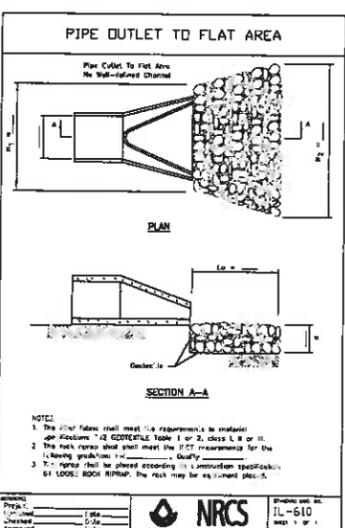
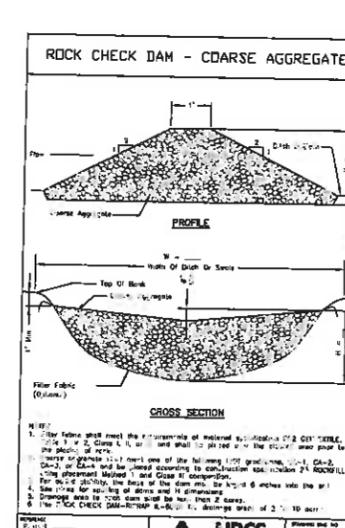
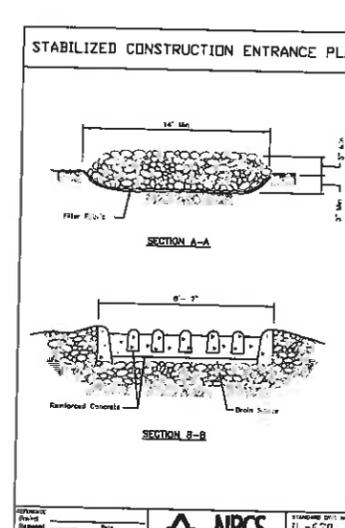
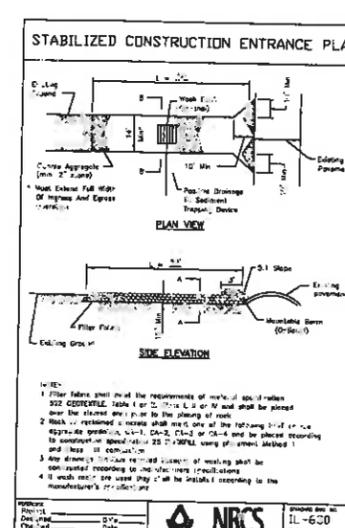
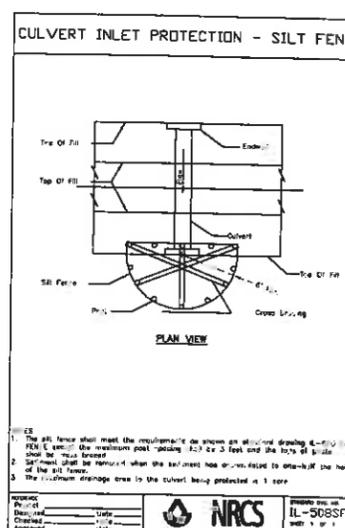
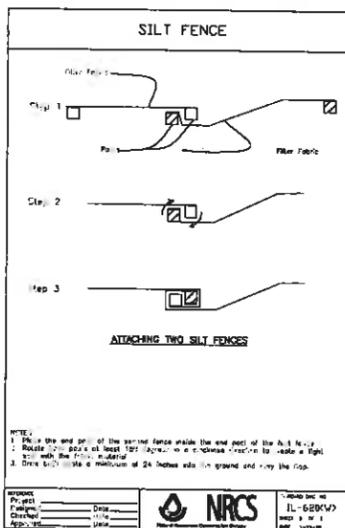
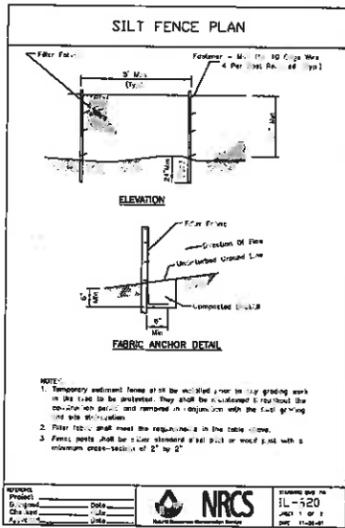
PROJECT INFORMATION
Project No.: 14-0015
Scale: 1" = 30'
Date: 06-04-14
Design By: SDS
Drafted By: ADM
Checked By: SDS

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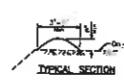
REVIEW SET
NOT FOR CONSTRUCTION

SOIL EROSION AND SEDIMENT CONTROL PLAN

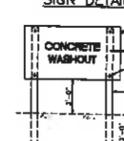
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EARTHEN BERM



CONCRETE WASHOUT SIGN DETAIL



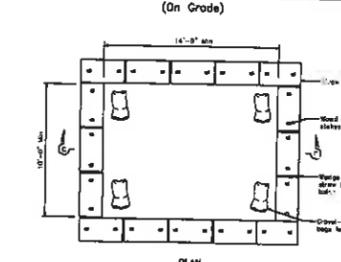
NOTES:

- The concrete washout sign shall be constructed in accordance with the specifications.
- The concrete washout sign shall be placed according to construction specifications.

STAPLE DETAIL



TEMPORARY CONCRETE WASHOUT FACILITY (On Grade)



NOTES:

- The concrete washout facility shall be constructed in accordance with the specifications.
- The concrete washout facility shall be placed according to construction specifications.

STAPLE DETAIL



SOIL PROTECTION CHART

STABILIZATION TYPE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
PERMANENT SEEDING			A									
CORMANT SEEDING												
TEMPORARY SEEDING												
MULCHING												

- A. KENTUCKY BLUEGRASS 90 LBS/AC MIXED WITH PERENNIAL RYEGRASS 30 LBS/AC
- B. KENTUCKY BLUEGRASS 135 LBS/AC MIXED WITH PERENNIAL RYEGRASS 45 LBS/AC + 2 TONS STRAW MULCH/AC
- C. SPRING OATS 100 LBS/AC
- D. WHEAT OR CORAL RYE 150 LBS/AC
- E. SOO
- F. STRAW MULCH 2 TONS/AC

* IRRIGATION NEEDED DURING JUNE AND JULY
 ** IRRIGATION NEEDED FOR 2 TO 3 WEEKS AFTER APPLYING SOO

NO.	DATE	REVISIONS	DESCRIPTION

STREAMLINE CONSTRUCTION CORP
 501 WILLOW BOULEVARD
 WILLOW SPRINGS, IL 60480
 (708) 216-9700

FINAL ENGINEERING PLANS FOR
WILLOWBROOK CORP. CENTER
WILLOWBROOK, ILLINOIS

DESIGNTEK ENGINEERING, INC.
 9500 BORNHET DRIVE, SUITE 305
 MOKENA, ILLINOIS 60448
 (708) 326-4961
 IL Prof. Lic. No.: 184-003740



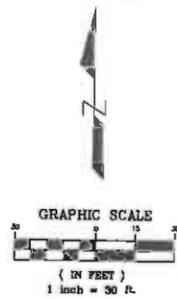
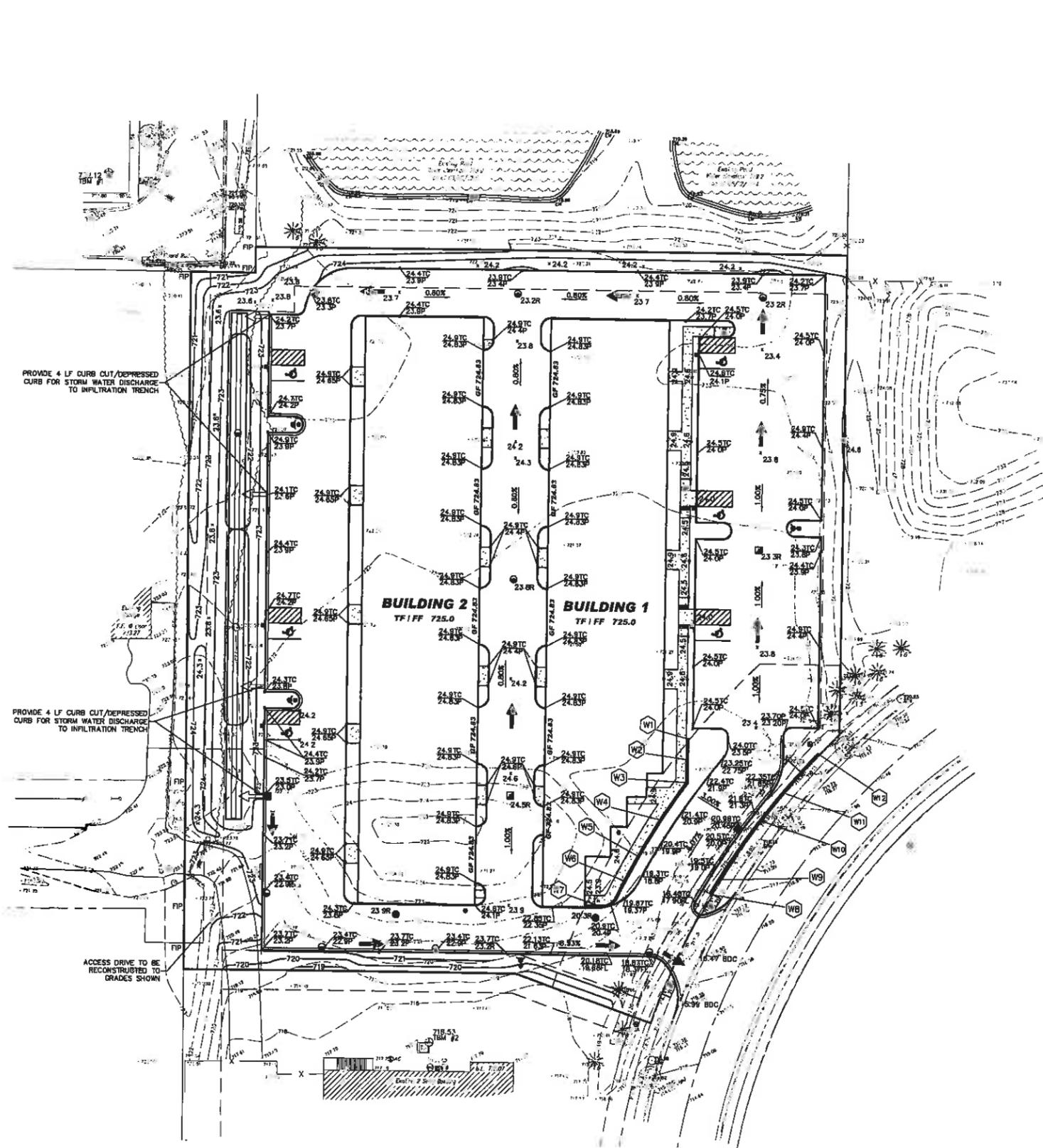
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 Scale: N/A
 Date: 06-04-14
 Design By: SDS
 Drafted By: ADM
 Checked By: SDS

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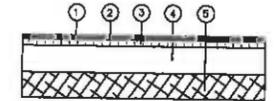
REVIEW SET
 NOT FOR CONSTRUCTION

SOIL EROSION AND SEDIMENT CONTROL DETAIL

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BITUMINOUS PAVEMENT SECTION
NOT TO SCALE



1. 2" HOT MIX ASPHALT SURFACE COURSE, MIX "C", N50
2. PRIME COAT, MC-30, AT 0.15 GAL./S.Y.
3. 2" HOT MIX ASPHALT BINDER COURSE, N50
4. 4" AGGREGATE BASE COURSE, TYPE B, CA-6, COMPACTED W/ NO SLAC
5. WELL DRAINED SUB-GRADE (SUB-GRADE TO MODIFIED 95 PROCTOR MIN. COMPACTION)

PAVING LEGEND

W1	TW 24.5 BW 24.4	W8	TW 19.0 BW 17.7
W2	TW 24.5 BW 24.0	W9	TW 19.5 BW 18.0
W3	TW 24.2 BW 23.0	W10	TW 21.5 BW 18.8
W4	TW 24.2 BW 22.0	W11	TW 21.9 BW 18.9
W5	TW 24.2 BW 21.2	W12	TW 19.8 BW 19.3
W6	TW 23.9 BW 20.9		
W7	TW 23.9 BW 20.9		

NO.	DATE	REVISIONS	DESCRIPTION

STREAMLINE CONSTRUCTION CORP
501 WILLOW BOULEVARD
WILLOW SPRINGS, IL 60480
(708) 216-9700

FINAL ENGINEERING PLANS
FOR
WILLOWBROOK CORP. CENTER
WILLOWBROOK, ILLINOIS

DESIGNTEK ENGINEERING, INC.
CONSULTING AND SITE DESIGN ENGINEERS
9500 BORNHET DRIVE, SUITE 305
MOKENA, ILLINOIS 60448
(708) 326-4961
IL PROF. LIC. NO.: 1184-003740



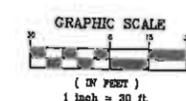
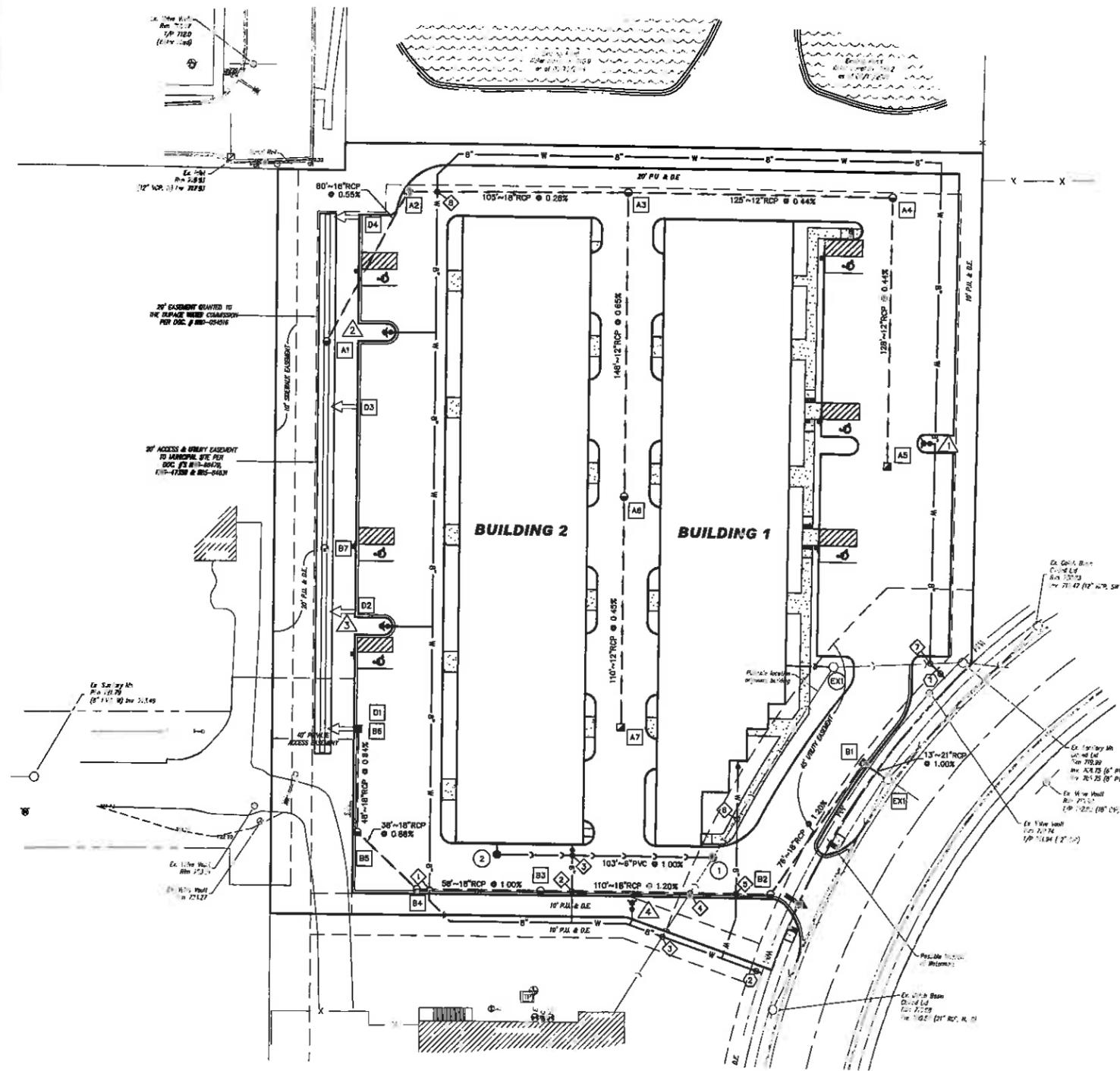
PROJECT INFORMATION

Project No.:	14-0015
Scale:	1" = 30'
Date:	06-04-14
Design By:	SDS
Drafted By:	ADM
Checked By:	SDS

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OF
11

REVIEW SET
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GRADING PLAN



SANITARY STRUCTURES

- EX SAN MANHOLE
EX RIM 724.20 (ADD BARREL SECTION)
EX INV 704.42 (SEE E, F)
- 1 48" MANHOLE, C.L.
CONSTRUCT AROUND EXISTING 6"
SANITARY SEWER
RIM 720.30
INV 710.51
- 2 48" MANHOLE, C.L.
RIM 723.90
INV 711.55

FIRE HYDRANT

- 1 FIRE HYDRANT ASSEMBLY
GRADE RING 724.50
- 2 FIRE HYDRANT ASSEMBLY
GRADE RING 725.30
- 3 FIRE HYDRANT ASSEMBLY
GRADE RING 724.90
- 4 FIRE HYDRANT ASSEMBLY
GRADE RING 721.30

WATER VALVES

- 1 8" VALVE IN 48" VAULT
RIM 720.00
- 2 8" VALVE IN 48" VAULT
RIM 718.50

STORM STRUCTURES

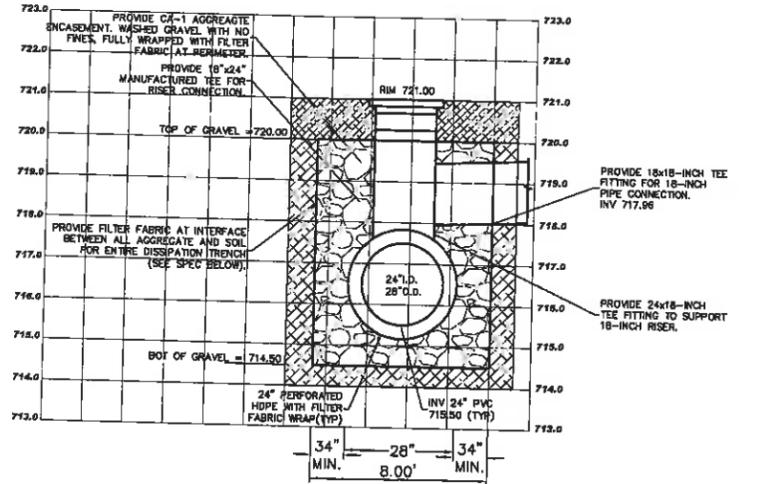
- A1 18" HDPE RISER PIPE
W/BASE 24x24x18 TEE
W/NEENAH R-5901-C F&G
(SEE DETAIL)
RIM 721.00
INV 715.50 (24" HDPE)
INV 717.95 (18" RCP)
- A2 48" CATCHBASIN, O.L.
RIM 723.30
INV 718.39
- A3 48" MANHOLE, O.L.
RIM 723.20
INV 719.56 (S, 12")
INV 719.19 (E, 12")
INV 718.69 (W, 18")
- A4 48" MANHOLE, O.L.
RIM 723.30
INV 719.74
- A5 24" INLET, O.L.
RIM 723.30
INV 719.74
- A6 48" MANHOLE, O.L.
RIM 723.80
INV 720.51
- A7 24" INLET, O.L.
RIM 724.50
INV 721.00

- B1 48" CATCHBASIN, O.L.
RIM 720.48
INV 713.75 (SW, 18")
INV 712.00 (E, 21")
- B2 48" MANHOLE, O.L.
RIM 718.37
INV 714.86
- B3 48" MANHOLE, O.L.
RIM 722.90
INV 717.98 (W)
INV 715.98 (E)
- B4 48" MANHOLE, O.L.
RIM 722.90
INV 718.56
- B5 48" MANHOLE, O.L.
RIM 722.90
INV 718.90
- B6 48" CATCHBASIN, O.L.
RIM 723.00
INV 719.30

- B7 18" HDPE RISER PIPE
W/BASE 24x24x18 TEE
W/NEENAH R-5901-C F&G
RIM 721.00
INV 715.50 (24" HDPE)
- EX CATCHBASIN, C.L.
EX RIM 718.15
EX INV 711.06 (NEEN, 12")
EX INV 711.00 (E, 21")
EX INV 711.80 (W, 21")
WEST 21" PIPE TO BE
RESET AT STRUCTURE B1
PR INV 711.87 (W, 21")

- D1 4" CURB CUT/DEPRESSED
CURB TO ALLOW DRAINAGE
TO INFILTRATION TRENCH
(SEE GRADING PLAN)
- D2
- D3
- D4

NOTE: ONCE THE DISSIPATION SYSTEM HAS BEEN CONSTRUCTED IT IS NOT TO BE DISTURBED AND ALL PIPE CONNECTIONS TO THE 18-INCH RISER SHALL BE STUBBED A MINIMUM OF TWO (2) FEET BEYOND THE ENVELOPE OF THE DISSIPATION SYSTEM. HOLES ARE TO BE CREATED THROUGH THE FILTER FABRIC FOR ANY PIPES THAT ARE REQUIRED TO PENETRATE THE DISSIPATION SYSTEM AND FILTER FABRIC IS TO BE USED AT THE PIPE PENETRATION TO PREVENT SOIL FROM MITIGATING INTO THE AGGREGATE OF THE DISSIPATION SYSTEM.



DRY WELL / STRUCTURE A1 DETAIL

DISSIPATION SYSTEM SPECIFICATIONS:

PIPE:
PIPE SHALL BE HDPE, PLAIN-END, DUAL WALL, PERFORATED WITH SPLIT BAND COUPLER CONNECTIONS. THE PERFORATED PIPE SEGMENTS SHALL BE PROVIDED WITH A KNITTED POLYESTER MESH SOCK. THE PIPE SHALL BE EQUAL TO THE N12 PRODUCT SERIES (#249300200W), MANUFACTURED BY ADVANCED DRAINAGE SYSTEMS (ADS).

HDPE FITTINGS:
FITTINGS SHALL BE PLAIN-END, DUAL WALL, NON-PERFORATED WITH SPLIT-BAND COUPLER CONNECTIONS. PIPE FITTINGS SHALL BE EQUAL TO THE N12 PRODUCT SERIES MANUFACTURED BY ADS. FITTINGS SHALL INCLUDE:
24-INCH END CAPS - #2467AA
24x18-INCH REDUCING TEE - #2466AN
24x24-INCH TEE - #2451AN
24-INCH 1/2 BEND - #2498AN
18x18-INCH TEE - #1866AN

SOIL FILTER FABRIC:
FABRIC SHALL BE NEEDLE-PUNCHED NON-WOVEN GEOTEXTILE COMPOSED OF POLYPROPYLENE FIBERS EQUAL TO MIRAFI 150N PRODUCT DISTRIBUTED BY TENCATE GEOSYNTHETICS.

UTILITY SEPARATION INFORMATION

1. MAINTAIN 18" MINIMUM SEPARATION BETWEEN WATERMAIN AND STORM AND SANITARY SEWERS.
2. WHENEVER A STORM SEWER IS LOCATED ABOVE A WATERMAIN, THE WATERMAIN SHALL BE ENCASED 10" EITHER SIDE OF THE CROSSING OR AS AN ALTERNATE, THE STORM SEWER SHALL BE CONSTRUCTED WITH WATERMAIN QUALITY PIPE AND JOINTS 10" EITHER SIDE OF THE CROSSING.
3. WHENEVER A SANITARY SEWER IS LOCATED ABOVE A WATERMAIN, THE WATERMAIN SHALL BE ENCASED 10" EITHER SIDE OF THE CROSSING.
4. DEPTHS OF EXISTING WM ARE ASSUMED AND MUST BE FIELD VERIFIED PRIOR TO START OF CONSTRUCTION.

NUMBER	TOP OF SEWER	BOTTOM OF SEWER	TOP OF WATER	WATER INVERT	CROSSING INVERT
1	718.30	718.80	714.10	---	LOWER WM UNDER STM
2	711.50	715.60	713.00	---	LOWER WM UNDER STM
3	711.31	714.82	713.10	---	PR STM OVER EX SAN
4	711.31	714.82	713.10	---	PR STM OVER EX SAN
5	710.89	714.66	712.70	---	LOWER WM UNDER STM
6	710.89	714.66	712.70	---	PR WM OVER EX SAN
7	709.50	---	717.20	---	PR WM OVER EX SAN
8	718.22	716.70	---	---	LOWER WM UNDER STM

NO.	DATE	REVISIONS	DESCRIPTION

STREAMLINE CONSTRUCTION CORP
501 WILLOW BOULEVARD
WILLOW SPRINGS, IL 60480
(708) 216-9700

FINAL ENGINEERING PLANS
FOR
WILLOWBROOK CORP. CENTER
WILLOWBROOK, ILLINOIS

DESIGNTEK ENGINEERING, INC.
CORP. 1102 W. 112th St. Oak Brook, IL 60448
9500 BORMET DRIVE, SUITE 305
MOKENA, ILLINOIS 60448
(708) 326-4961
IL Prof. Lic. No.: 184-003740



PROJECT INFORMATION
Project No.: 14-0015
Scale: 1" = 30'
Date: 06-04-14
Design By: SDS
Drafted By: ADM
Checked By: SDS

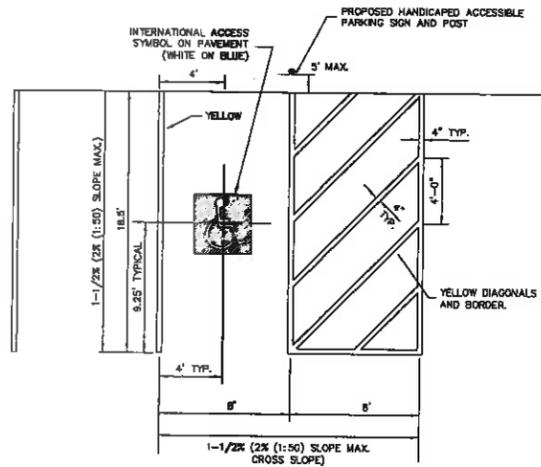
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OF
11

REVIEW SET
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UTILITY PLAN

HANDICAP PARKING

NOT TO SCALE



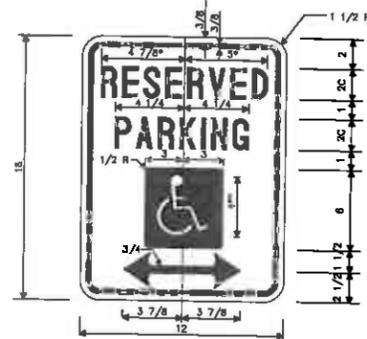
NOTES:
EACH PARKING SPACE SHALL CONSIST OF A SIXTEEN FOOT WIDE PARKING SPACE INCLUDING AN EIGHT FOOT WIDE DIAGONALLY STRIPED ACCESS AISLE. ADJACENT PARKING SPACES SHALL NOT SHARE A COMMON ACCESS AISLE. A HIGH QUALITY YELLOW PAINT RECOMMENDED BY THE PAINT MANUFACTURER FOR PAVEMENT STRIPING SHALL BE USED. EACH PARKING SPACE SHALL HAVE ITS OWN ACCESS AISLE AND ALL ACCESS AISLES SHALL BLEND TO A COMMON LEVEL WITH AN ACCESSIBLE ROUTE. PARKING SPACES AND ACCESS AISLES SHALL BE LEVEL WITH SURFACE SLOPES NOT EXCEEDING 1:50 (2%) IN ALL DIRECTIONS. MINIMUM VEHICLE CLEARANCE OF 88 IN. AT THE PARKING SPACE AND ALONG AT LEAST ONE VEHICLE ACCESS ROUTE TO SUCH SPACES FROM SITE ENTRANCE(S) AND EXIT(S) SHALL BE PROVIDED.

A U.S. DEPARTMENT OF TRANSPORTATION R7-8 (RESERVED PARKING) AND SUPPLEMENTAL SIGNS AS NOTED ABOVE MUST BE MOUNTED ON A PERMANENT POST NO LOWER THAN FOUR FEET FROM THE PAVEMENT. THE POST MUST BE MOUNTED IN THE CENTER OF THE 6 FOOT WIDE ACCESSIBLE PARKING SPACE, NO MORE THAN 5 FEET FROM THE FRONT OF THE PARKING SPACE. SEE ILLUSTRATION ABOVE.

HANDICAP PARKING SIGN

NOT TO SCALE

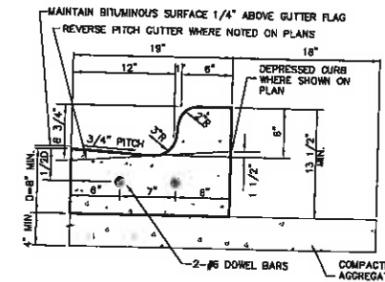
EFFECTIVE JANUARY 1, 1985, PUBLIC ACT 83-1316 AMENDED SEC. 11-301 OF "THE ILLINOIS VEHICLE CODE" TO REQUIRE HANDICAPPED PARKING SIGNS (FOR PARKING LOTS SUBJECT TO "THE ILLINOIS VEHICLE CODE") TO COMPLY WITH THE R 7-8 SIGN SHOWN BELOW (U.S. DEPARTMENT OF TRANSPORTATION STANDARD). EXISTING SIGNS MAY REMAIN, BUT THEIR USEFUL LIVES SHALL NOT BE EXTENDED BY OTHER MEANS THAN NORMAL MAINTENANCE.



COLORS
LEGEND AND BORDER - GREEN
WHITE SYMBOL ON BLUE BACKGROUND
BACKGROUND - WHITE
* REDUCE SPACING 50%
** SEE "HANDICAP PAINTED SYMBOL" FOR SYMBOL PROPORTIONS.

B-6.12 CURB AND GUTTER

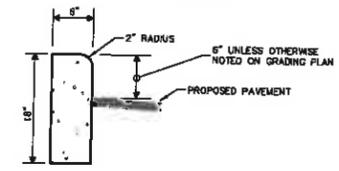
NOT TO SCALE



- NOTES:**
- 3/4" PREFORMED BITUMINOUS EXPANSION JOINT MATERIAL WITH TWO (2) NUMBER 6 SMOOTH DOWELBARS (3/4" DIA. X 18") WITH GREASE CAPS SHALL BE PLACED EVERY 150 FEET, 10 FEET EITHER SIDE OF DRAINAGE STRUCTURES, P.C.'S, RADIUS POINTS AND BACK OF CUL-DE-SACS. WHEN EXPANSION JOINTS ARE CONSTRUCTED ADJACENT TO EXISTING CURB AND GUTTER THE EXISTING CURB SHALL BE DRILLED WITH TWO (2) NUMBER 6 SMOOTH DOWEL BARS (3/4" DIA. X 18") GROUTED IN PLACE. GREASE CAPS SHALL BE PLACED ON THE SIDE OF THE NEW CURB AND GUTTER.
 - TOOLED CONTROL JOINTS OR SAWCUTS SHALL BE MADE EVERY 15 FEET.
 - SAWCUTS SHALL BE MADE WITHIN TWENTY-FOUR (24) HOURS AND SEALED WITH AN APPROVED JOINT SEALANT. JOINTS SHALL BE CLEAN AND DRY PRIOR TO APPLICATION OF SEALANT.

CONCRETE BARRIER CURB

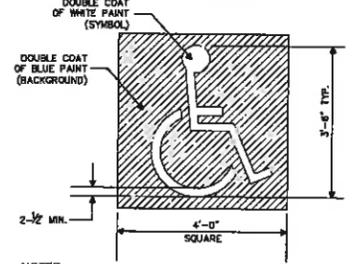
NOT TO SCALE



- NOTES:**
- 3/4" PREFORMED EXPANSION STRIPS WITH TWO (2) NUMBER 6 SMOOTH DOWEL BARS WITH GREASE CAPS SHALL BE PLACED EVERY 150 FEET, AT PC'S AND PT'S, RADIUS POINTS AND BACK OF CUL-DE-SACS. WHEN EXPANSION JOINTS ARE CONSTRUCTED ADJACENT TO EXISTING CURB, THE EXISTING CURB SHALL BE DRILLED WITH TWO (2) NUMBER 6 SMOOTH DOWEL BARS (3/4" DIA. X 18") GROUTED IN PLACE. GREASE CAPS SHALL BE PLACED ON THE SIDE OF THE NEW CURB.
 - TOOLED CONTROL JOINTS OR SAWCUTS SHALL BE MADE EVERY 15 FEET.
 - SAWCUTS SHALL BE MADE WITHIN TWENTY-FOUR (24) HOURS AND SEALED WITH AN APPROVED JOINT SEALANT. JOINTS SHALL BE CLEAN AND DRY PRIOR TO APPLICATION OF SEALANT.

HANDICAP PAINTED SYMBOL

NOT TO SCALE



- NOTES:**
- SYMBOL TO BE CENTERED ON WIDTH OF PARKING STALL.

SIGN REQUIRING "\$250 FINE"

ILLINOIS STANDARD R7-4101 TO BE USED WITH R7-8



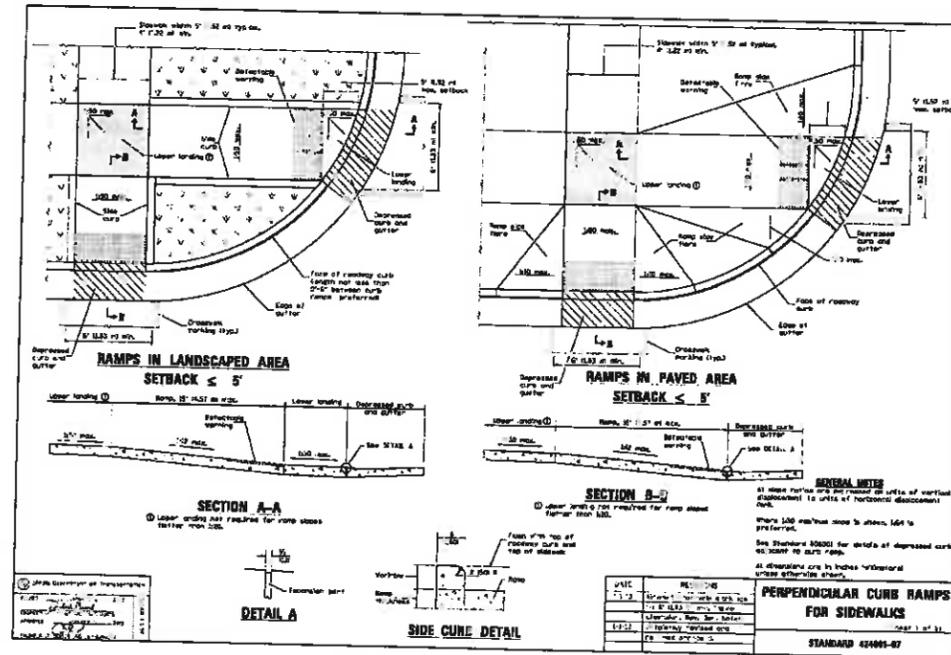
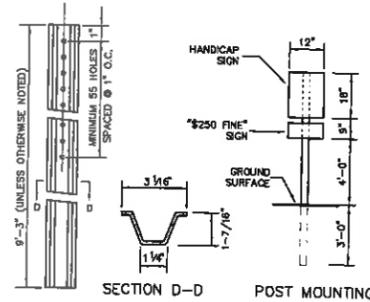
COLORS
LEGEND AND BORDER - GREEN NON-REFLECTORIZED (PANTONE 340C)
BACKGROUND - WHITE REFLECTORIZED

SIGN SIZE	DIMENSIONS (INCHES)							
	A	B	C	D	E	F	G	H
12x6	12.0	6.0	1.5	4.5	1.10	3.53	4.8	4.0

SIGN SIZE	SERIES	MAR-GN	BOR-DR	BLK STD
12x6	1			

HANDICAP SIGN POST

NOT TO SCALE



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WILLOW SPRINGS, IL 60480
(708) 216-9700

FINAL ENGINEERING PLANS
FOR
WILLOWBROOK CORP. CENTER
WILLOWBROOK, ILLINOIS

DESIGNTEK ENGINEERING, INC.
CORPORATE OFFICE: 1400 W. 14TH ST., SUITE 205
MORRIS, ILLINOIS 60448
(708) 328-4861
IL PROF. LIC. NO.: 184-003740



PROJECT INFORMATION

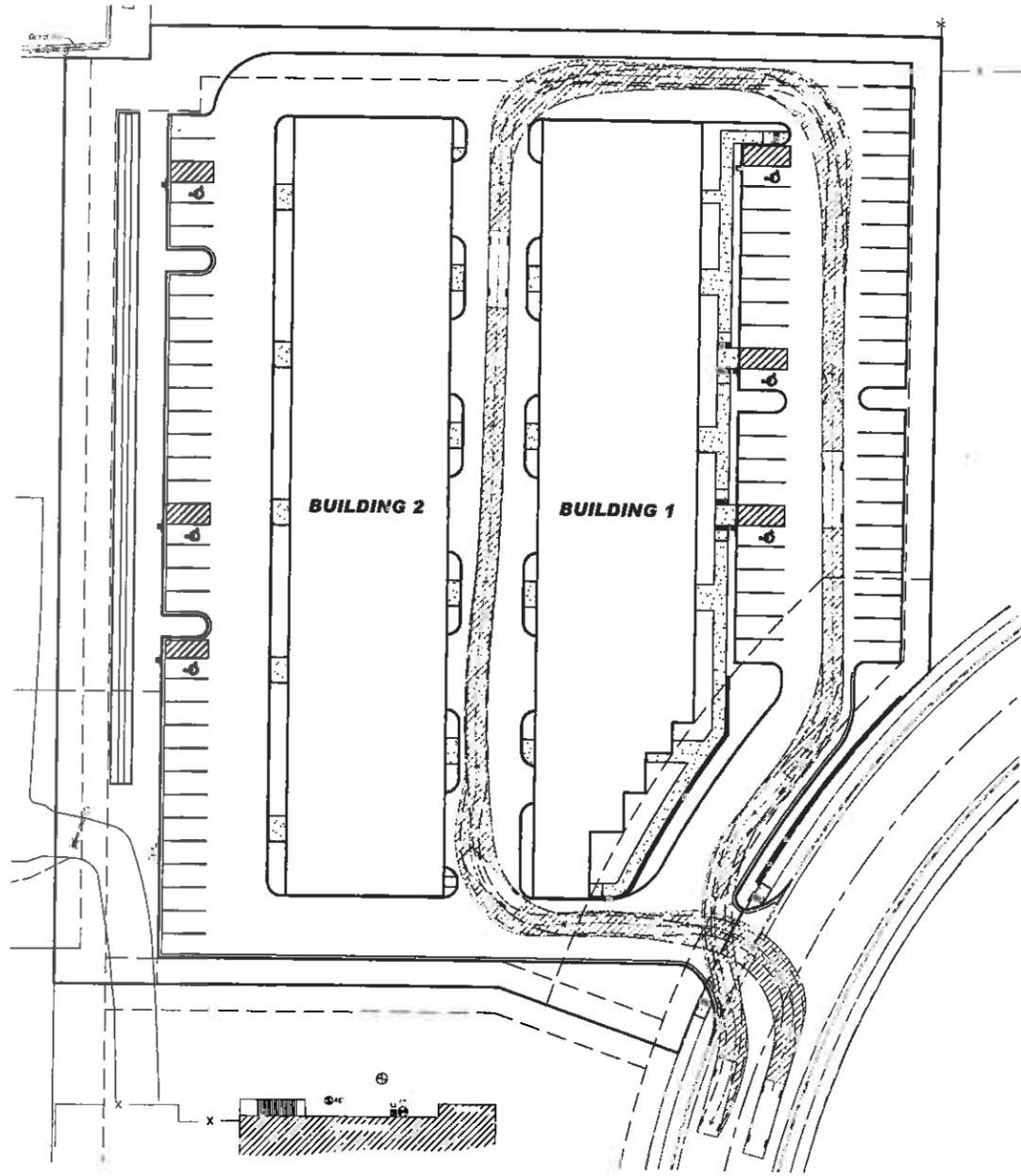
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Scale:	N/A
Date:	06-04-14
Design By:	SDS
Drafted By:	ADM
Checked By:	SDS

11 OF 11

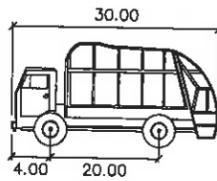
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NOT FOR CONSTRUCTION

DETAILS 3

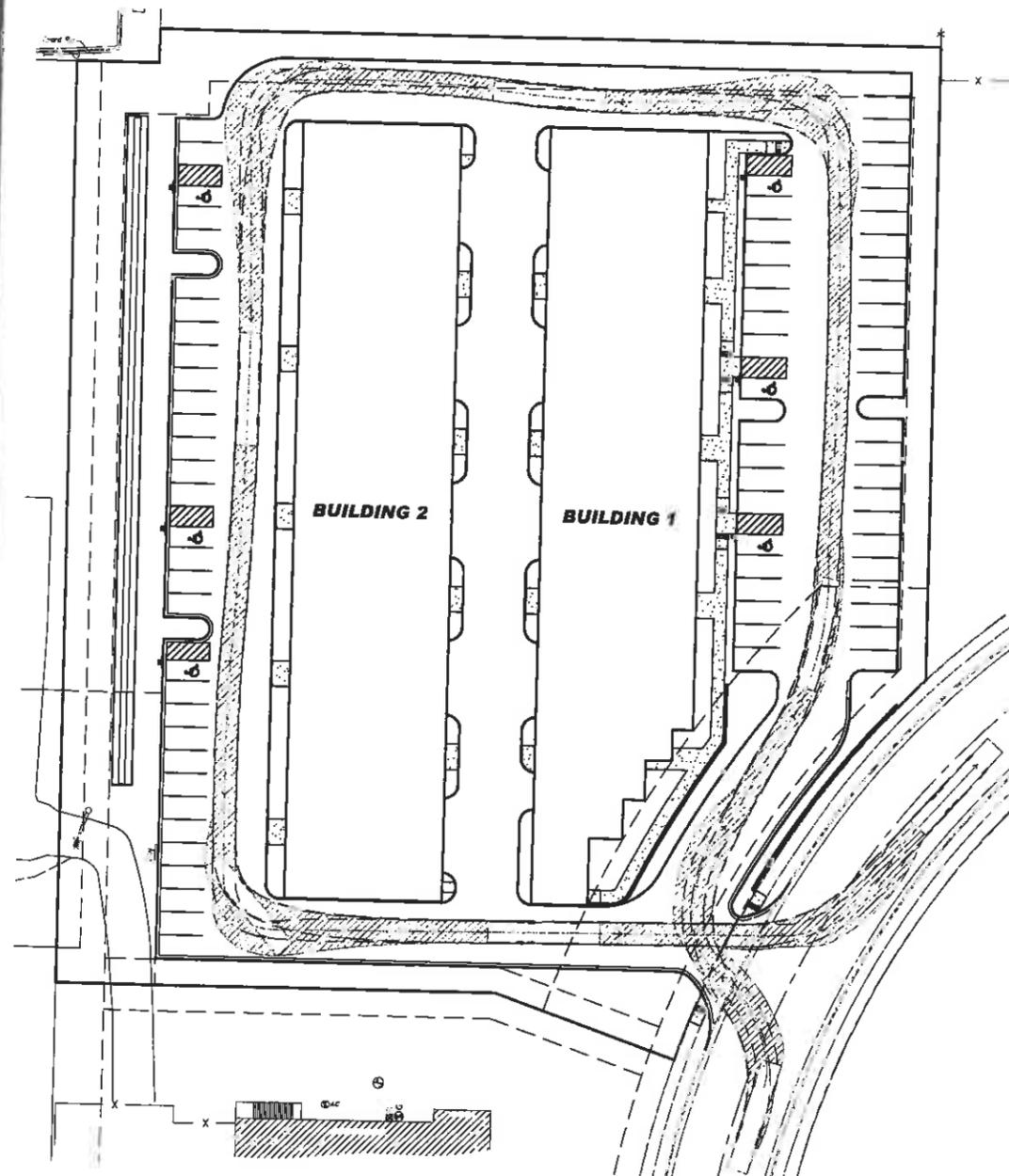
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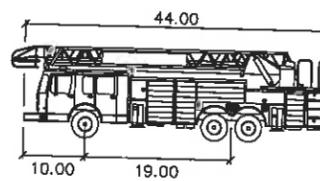
GARBAGE TRUCK



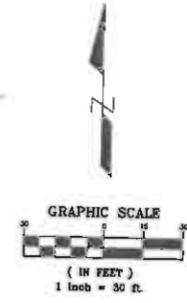
	feet
Width	: 8.00
Track	: 8.00
Lock to Lock Time	: 6.00
Steering Angle	: 31.80



44' FIRE TRUCK



	feet
Width	: 8.00
Track	: 8.83
Lock to Lock Time	: 6.00
Steering Angle	: 45.00



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 WILLOW SPRINGS, IL 60480
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 FOR
 WILLOWBROOK CORP. CENTER
 WILLOWBROOK, ILLINOIS

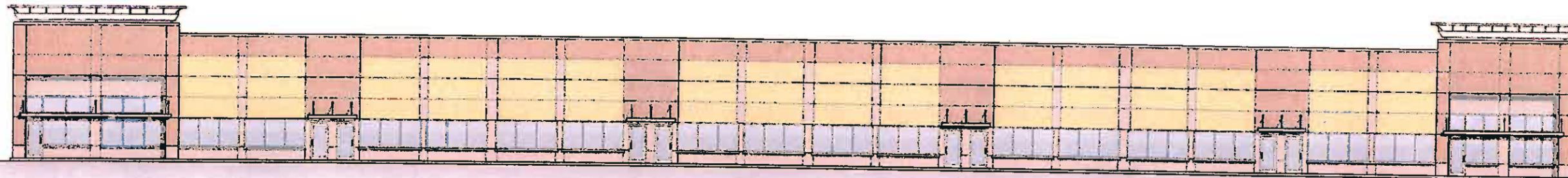
DESIGNTEK ENGINEERING, INC.
 CONSULTING AND ENGINEERING
 9500 BORNHET DRIVE, SUITE 305
 MOKENA, ILLINOIS 60448
 (708) 326-4961
 IL PROF. LIC. NO.: 184-003740



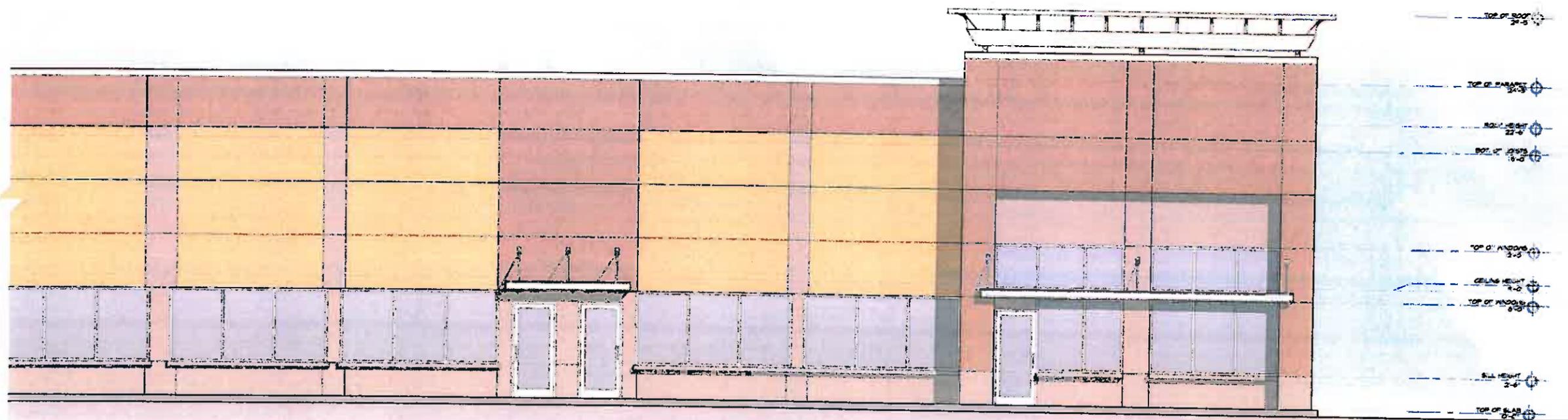
PROJECT INFORMATION	
Project No.:	14-0015
Scale:	1" = 30'
Date:	06-04-14
Design By:	SDS
Drafted By:	ADM
Checked By:	SDS

REVIEW SET
 NOT FOR CONSTRUCTION

EXHIBIT - AutoTURN



West Elevation SCALE: NTS
BUILDING 200 COMPLETE ELEVATION



West Elevation SCALE: NTS
BUILDING 200 PARTIAL ELEVATION



Architects
By
Design, PC
109 Ogden Avenue
Clarendon Hills
Illinois 60514
(630) 323-8804 (p)
(630) 323-8816 (f)
archbydesign@
architectbydesign.com

A COMMERCIAL DEVELOPMENT
WILLOWBROOK BUSINESS CENTER
100 WILLOWBROOK PARKWAY
WILLOWBROOK, IL

File No: 13-204 Date: 6-26-14

Checked: RJK Drawn: B.P.

STAMP:

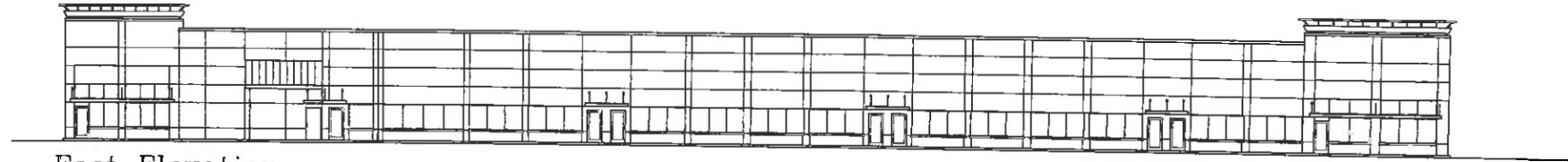
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A-1

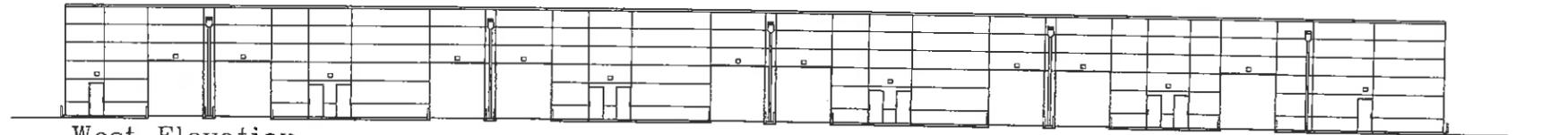
1 OF 1 SHEETS

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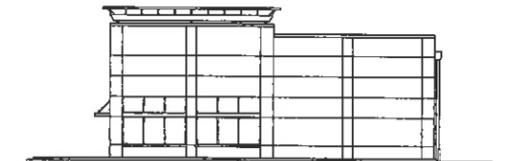
Building 100



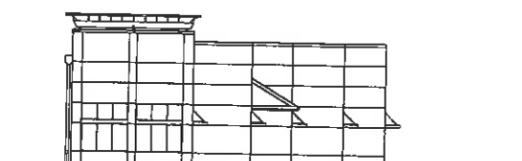
East Elevation
BUILDING 100 SCALE: 1/8"=1'-0"



West Elevation
BUILDING 100 SCALE: 1/8"=1'-0"

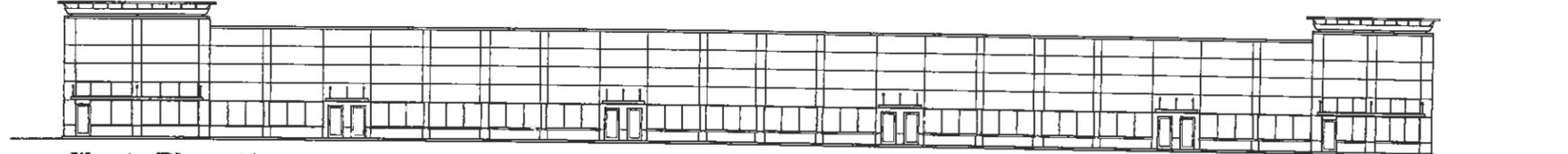


North Elevation
BUILDING 100 SCALE: 1/8"=1'-0"

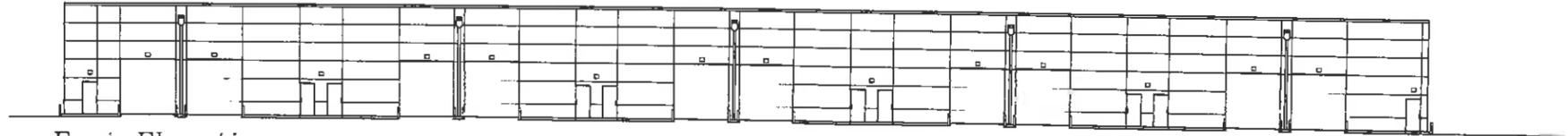


South Elevation
BUILDING 100 SCALE: 1/8"=1'-0"

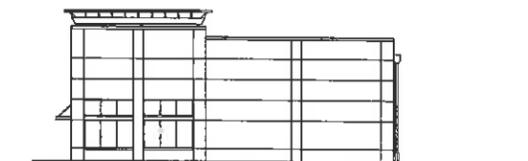
Building 200



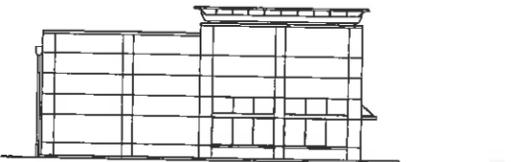
West Elevation
BUILDING 200 SCALE: 1/8"=1'-0"



East Elevation
BUILDING 200 SCALE: 1/8"=1'-0"



South Elevation
BUILDING 200 SCALE: 1/8"=1'-0"



North Elevation
BUILDING 200 SCALE: 1/8"=1'-0"



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architectsbydesign.com

A COMMERCIAL DEVELOPMENT
WILLOWBROOK CORP. CENTER
100 WILLOWBROOK PARKWAY
WILLOWBROOK, IL

File No: 13-204 Date: 6-4-14

Checked: R.N.K. Drawn: B.P.

REVISIONS

NO.	DATE	DESCRIPTION

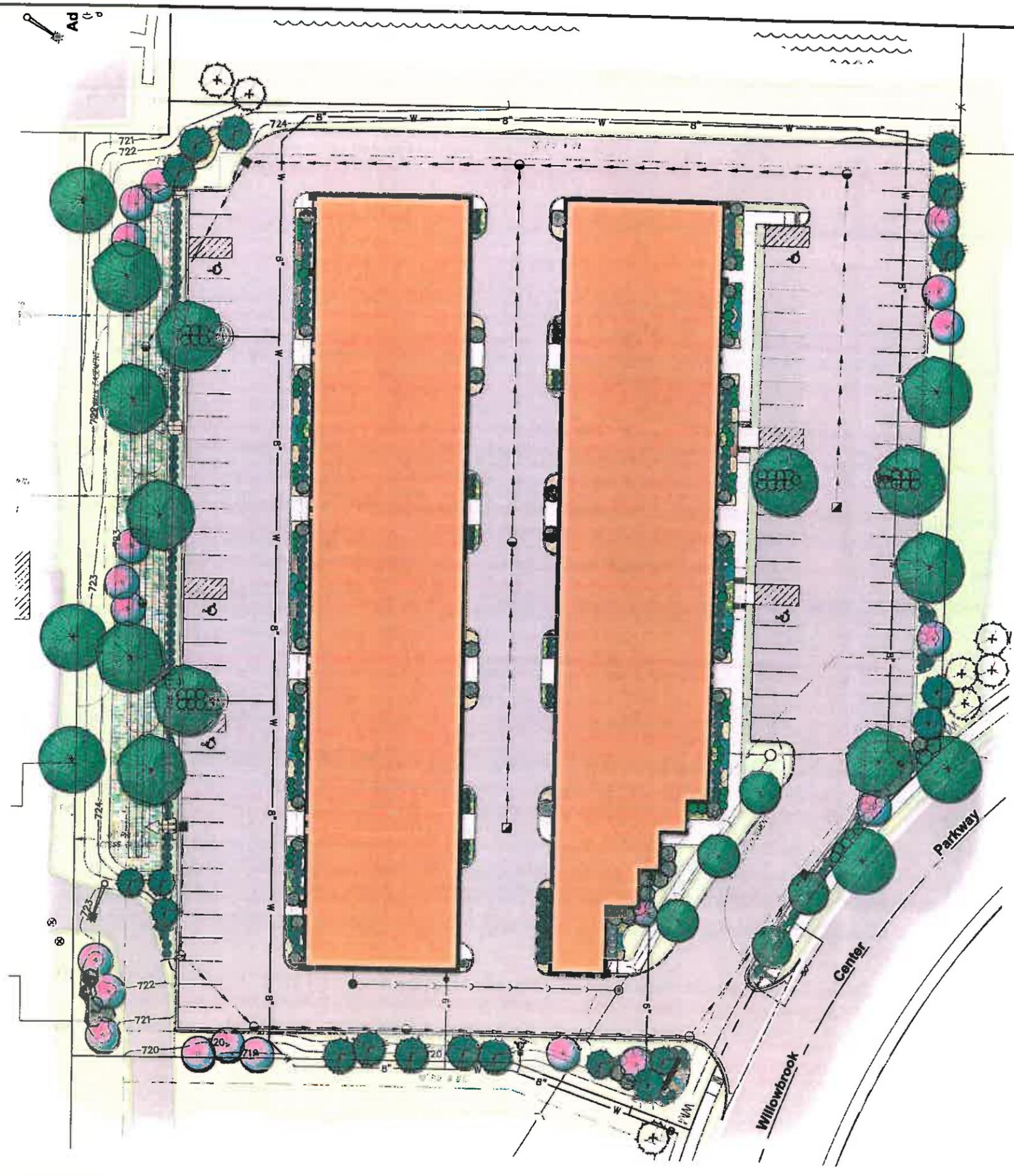
STAMP:

SHEET NO:

A-2

2 OF 4 SHEETS

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KEY	QTY	BOTANICAL NAME	COMMON NAME	SIZE/TYPE
DECIDUOUS SHADE TREES				
AFM	2	Acer L. 'Nimbus'	Nimbus	2.5' BB
CO	2	Celastrus occidentalis	Hackberry	2.5' BB
GTS	3	Gladiolus L. 'Styfer'	Styfer Holyhock	2.5' BB
QB	2	Quercus bicolor	Swamp White Oak	2.5' BB
TD	3	Taxodium distichum	Bald Cypress	2.5' BB
EVERGREEN TREES				
PP	3	Picea pungens	Colorado Green Spruce	6' BB
PFA	5	Picea s. 'Fat Albert'	Fat Albert Colorado Spruce	6' BB
PM	8	Pseudotsuga menziesii	Douglas Fir	6' BB
TOT	5	Thuja o. 'Teddy'	Teddy Arborvitae	5' BB
DECIDUOUS ORNAMENTAL TREES				
AG	6	Alnus glutinosa	Common Black Alder	6' BBd
CCI	8	Crataegus c. 'nana'	Thornless Cockspur Hawthorn	6' BBd
MJ	1	Magnolia s. 'Jane'	Jane Magnolia	6' BBd
MA	2	Malus 'Adams'	Adams Crabapple	6' BBd
MDW	3	Malus 'Donald Wyman'	Donald Wyman Crabapple	6' BBd
MRJ	2	Malus 'Red Jewel'	Red Jewel Crabapple	6' BBd
PCC	5	Pyrus c. 'Glen's Farm'	Glen's Farm Pear	6' BBd
DECIDUOUS SHRUBS & SUB-ROSES				
HLL	4	Hydrangea s. 'Jane'	Little Lime Hydrangea	#3
HPL	7	Hydrangea s. 'Lime Light'	Lime Light Hydrangea	#5
RGL	27	Rosa s. 'Cris-Low'	Cris-Low Rose	#5
RDC	20	Rosa 'Medford'	Medford Rose	#5
RDK	15	Rosa 'Radar'	Radar Rose	#5
RFP	2	Rosa 'Freesia'	Freesia Rose	#5
SBT	13	Spiraea 'Bumgold's'	Bumgold's Spiraea	#5
SJG	6	Spiraea s. 'Galen'	Galen Spiraea	#5
SJB	6	Spiraea s. 'Pender'	Pender Spiraea	#5
VBM	16	Viburnum dentatum	Common Viburnum	#5
VD	19	Viburnum dentatum	Blue Muffin Arrowwood Viburnum	30'x45'
VDH	8	Weigela s. 'Dark Horse'	Dark Horse Weigela	3' BB
WDH	8	Weigela s. 'Wine & Roses'	Wine & Roses Weigela	#5
WFM	24	Weigela s. 'Minuet'	Minuet Weigela	#5
WFR	2	Weigela s. 'Wine & Roses'	Wine & Roses Weigela	#5
EVERGREEN SHRUBS				
JKC	78	Juniperus c. 'Kobold'	Kobold Juniper	24'x6'
JOG	65	Juniperus c. 'Gold Lace'	Gold Lace Juniper	24'x6'
JSG	43	Juniperus c. 'Sea Green'	Sea Green Juniper	24'x6'
JCV	16	Juniperus c. 'Sargentii'	Sargentii Juniper	24'x6'
TMD	5	Thuja s. 'Danae'	Danae Thuja	24'x6'
TOS	26	Thuja s. 'Savoy'	Savoy Thuja	24'x6'
ORNAMENTAL GRASS				
CKF	40	Calamagrostis s. 'Yard Foalier'	Yard Foalier Grass	#1
PVFP	15	Panicum s. 'Prairie Fire'	Prairie Fire Grass	#1
SBC	13	Schizanthus s. 'Caracas'	Caracas Grass	#1
SA	72	Saxifraga autumnalis	Autumn Saxifrage	#1
SP	12	Scirpus pectinatus	Prairie Cord Grass	#1
SH	81	Sporobolus heterolepis	Prairie Dropseed	#1
PERENNIALS				
CBR	12	Coreopsis v. 'Creme Brulee'	Creme Brulee Coreopsis	#1
GR	11	Geranium 'Gerani'	Geranium	#1
GMP	22	Geranium s. 'Max Fric'	Max Fric Geranium	#1
HSN	14	Hesperis h. 'Barnum's Night'	Barnum's Night	#1
HCC	83	Hemerocallis 'Cherry Cheeks'	Cherry Cheeks Day Lily	#1
HGB	5	Hemerocallis 'Gang Barons'	Gang Barons Day Lily	#1
HMT	53	Hemerocallis 'Mary Todd'	Mary Todd Day Lily	#1
HWR	22	Hemerocallis 'Starburst Oro'	Starburst Day Lily	#1
HSDO	22	Hemerocallis 'Starburst Oro'	Starburst Day Lily	#1
HSW	3	Hosta 'Sunset Wave'	Sunset Wave Hosta	#1
HGS	3	Hosta 'Gold Standard'	Gold Standard Hosta	#1
NEB	30	Nepeta s. 'Early Bird'	Early Bird Catmint	#1
NWL	57	Nepeta s. 'Walker's Low'	Walker's Low Catmint	#1
POT	14	Pentstemon s. 'Dark Tower'	Dark Tower Pentstemon	#1
PAL	40	Parosela s. 'Larkit'	Larkit Parosela	#1
SPCC	10	Stachys s. 'Pink Cotton Candy'	Pink Cotton Candy Salvia	#1
GROUNDCOVERS & VINES				
RH	36	Ruellia humilis	Wild Petunia	from 12' flat
SK	36	Saxifraga lancheastrum	Russian Echinium	from 12' flat
MATERIAL & LABOR LIST:				
QTY	ITEM	DESCRIPTION		
5Y	Sec of Straw Blanket	Kentucky Bluegrass Blend w/Perennial Rye 575 by North American Green (or equal)		
5Y	Sec	Kentucky Bluegrass Blend (or equal)		
568 SY	Sec of Straw/Coconut Blanket	Swale Seed Mix		
75 CY	Mulch	SC150 by North American Green (or equal)		
5 CY	Mulch	Shredded Hardwood Bark		
18 CY	Mulch	Southern Pine Bark Fines		
		Compost (Mushroom or Yard Waste)		

GENERAL NOTES

Plant material shall be nursery grown and be either balled and burlapped or container grown. Sizes and spreads on plant list represent minimum requirements.

Size & grading standards of plant materials shall conform to the latest edition of ANSI Z60.1 AMERICAN STANDARD OF NURSERY STOCK, by the American Nursery & Landscape Association.

Any materials with damaged or crooked/unfigured leaders, bark abrasion, sunscald, insect damage, etc. are not acceptable and will be rejected. Trees with multiple leaders will be rejected unless called for in the plant list as multi-stem or clump (c).

Grading shall provide slopes which are smooth and continuous. Post-ure drainage shall be provided in all areas.

Quantity lists are provided as a convenience. However, the contractor should verify all quantities. The drawings shall take precedence over the lists.

All plant species specified are subject to availability. Material shortages in the nursery may require substitutions. All substitutions must be approved by the Landscape Architect and/or Owner.

Contractor shall verify location of all underground utilities prior to digging. For locations outside the City of Chicago call "U.U.L.E." (Joint Utility Location for Excavators) 1-800-892-0123.

Grass seed shall be applied mechanically so that the seed is incorporated into the top one-half inch (1/2") of the seed bed. The seed shall then be covered with the specified straw blanket or Hydro-mulch.

All plant material shall be guaranteed for one (1) year from the date of acceptance.

Contractor shall report any discrepancies in the field to the Landscape Architect and/or Owner.

Plant symbols illustrated on this plan are a graphic representation of proposed plant material types and are intended to provide for visual clarity. However, the symbols do not necessarily represent actual plant spread at the time of installation.

All perennial, ornamental grass, groundcover and annual beds shall be topdressed with a minimum of three inches (3") of mushroom compost. The topdressing shall be worked into the soil to a minimum depth of nine inches (9") by the use of a cultivating mechanism. Upon completion perennials & ornamental grasses shall be mulched with an additional two inch (2") layer of shredded wood mulch; Annuals & groundcovers shall be covered with an additional two inch (2") layer of mushroom compost.

All other planting beds and tree saucers shall be mulched with a minimum of three inches (3") of shredded wood mulch, with the exception of evergreen trees which shall receive one inch (1") of shredded hardwood mulch over two inches (2") of southern pine bark.

All final trees and tree saucers shall require a hand spaced edge between lawn and mulched areas.

Planting beds adjacent to building shall be mulched in their entirety to the building foundation. Plant materials shall not be installed under building overhangs and other such areas which do not receive natural rainfall.

SWALE SEED MIX
Carthagen

PERMANENT MATRIX:

Andropogon gerardii (Big Bluestem)	12.00
Carex oenocarpa (Bottle Sedge)	2.00
Carex cristata (Crested Oval Sedge)	1.00
Carex arifida (Bottlebrush Sedge)	2.50
Carex sp. (Fragrant Sedge)	2.00
Carex vulpinoidea (Bottle Sedge)	4.00
Elymus virginicus (Virginia Wild Rye)	8.50
Cyperus setosus (Four-Mane Grass)	1.00
Panicum virginicum (Switch Grass)	2.00
Scirpus cyperinus (Wood Grass)	0.50
Scirpus atrovirens (Dark Green Bulrush)	2.00
Spartina pectinata (Prairie Cord Grass)	3.00
TOTAL	48.00

TEMPORARY COVER:

Avena sativa (Seed Cuts)	360.00
Lolium multiflorum (Annual Rye)	300.00
TOTAL	660.00

FORBS:

A. sativa spp. (Water Plantain Mix)	1.00
Alopecurus incarnatus (Swamp Milkweed)	2.00
Aster novae-angliae (New England Aster)	0.50
Coreopsis tripteris (Flat Coreopsis)	1.00
Eupatorium maculatum (Spotted Joe-Pye Weed)	0.25
Rhus typhina (Blue Hicory)	4.00
Liatris spicata (Marsh Blazing Star)	1.00
Loelia cardinalis (Coralroot Flower)	0.25
Loelia spicata (Great Blue Lobelia)	0.50
Lycopus americanus (Common Water Horehound)	0.25
Sagittaria latifolia (Cormon Arrowhead)	0.75
Siphium terre-strictum (Pine Dock)	1.00
Verbena hastata (Blue Vervain)	0.25
Zizia aurea (Golden Alexanders)	0.25
TOTAL	14.75

REQUIRED LANDSCAPING CALCULATIONS:
Requirement: One (1) approved planting per 725 sq. ft. of gross lot area
121,110 sq. ft. divided by 725 = 167

Required Plantings	Plantings Provided
167	469 (incl. 3 existing conifers)
Required Tree Matrix:	
Shade Trees (minimum 5% of required landscape plantings)	
Required: 9	Provided: 12
Conifers (minimum 10% of required landscape plantings)	
Required: 17	Provided: 21 proposed & 3 existing
Ornamental Trees (minimum 20% of required landscape plantings)	
Required: 33	Provided: 25
Tree Matrix Total	
Required: 59	Provided: 58 proposed & 3 existing



CALL JULIE
48 HOURS BEFORE YOU DIG
1-800-892-0123
TOLL FREE
Operation 24 Hours Every Day

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REVISIONS

NO.	DATE	DESCRIPTION

WILLOWBROOK CORPORATE CENTER

STREAMLINE Construction & Development
501 Willow Blvd., Suite 102
Willow Springs, IL 60480

IRG Ives/Ryan Group, Inc.
324 N. EISENHOWER LANE
LOMBARD, IL 60148
PHONE: 630.717.0725

Landscape Architecture
Park & Recreation Design
Site & Community Planning
www.ivesryangroup.com

LANDSCAPE PLAN

PROJECT NO.: L1414 JOB NO.: 8638A

DATE: 6-12-14 SHEET: L-1

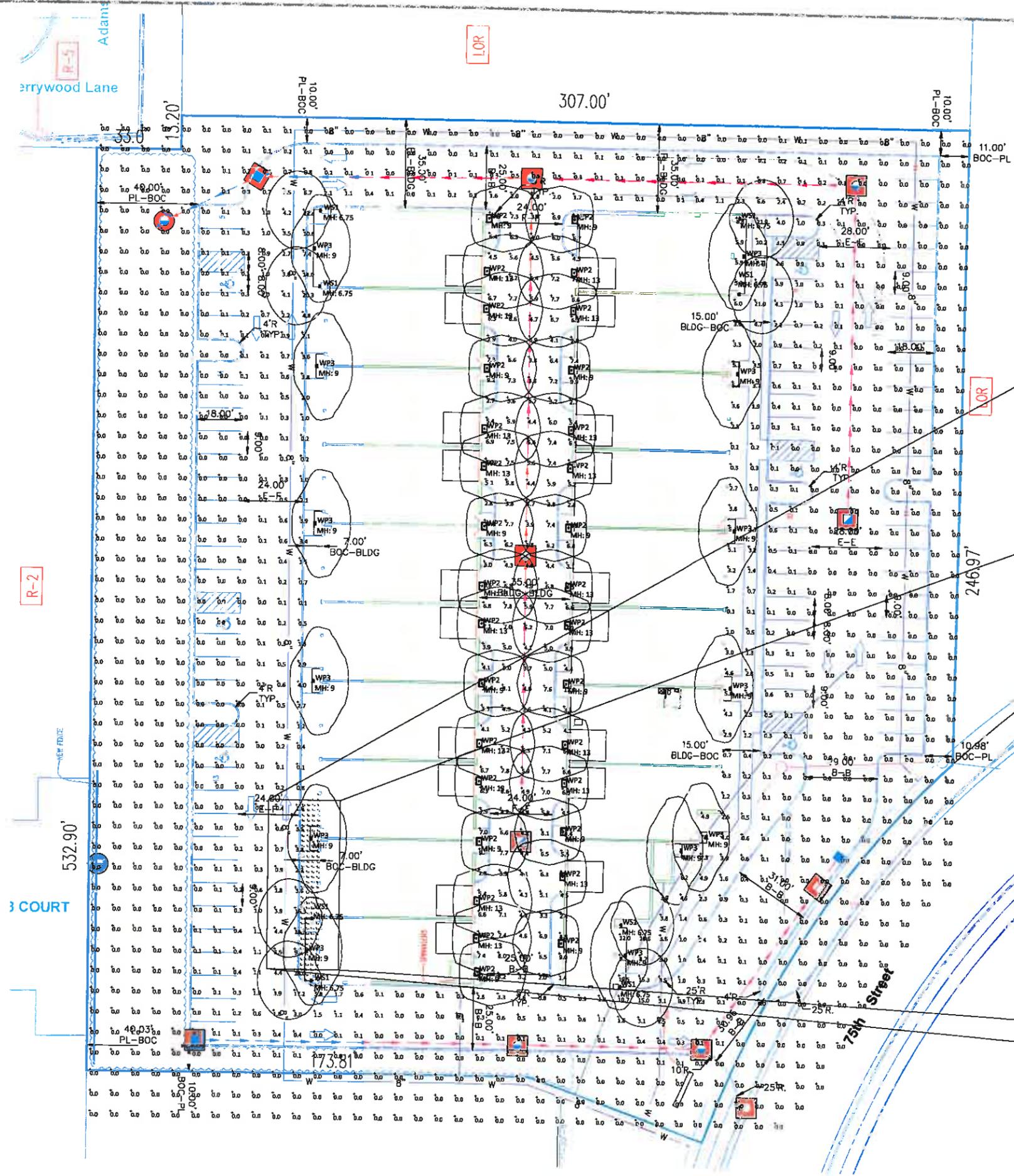
SCALE: 1"=20'

PLANNER: RM

DRAWN BY: RM

CHECKED: _____

Based on the information provided, all dimensions and fixture locations shown represent recommended conditions. The user must determine the applicability of the layout to existing or future field conditions. The lighting pattern represents illumination levels calculated from laboratory data and field measurements. Actual performance of any lighting fixture may vary from the recommended conditions. The user must determine the applicability of the layout to existing or future field conditions.



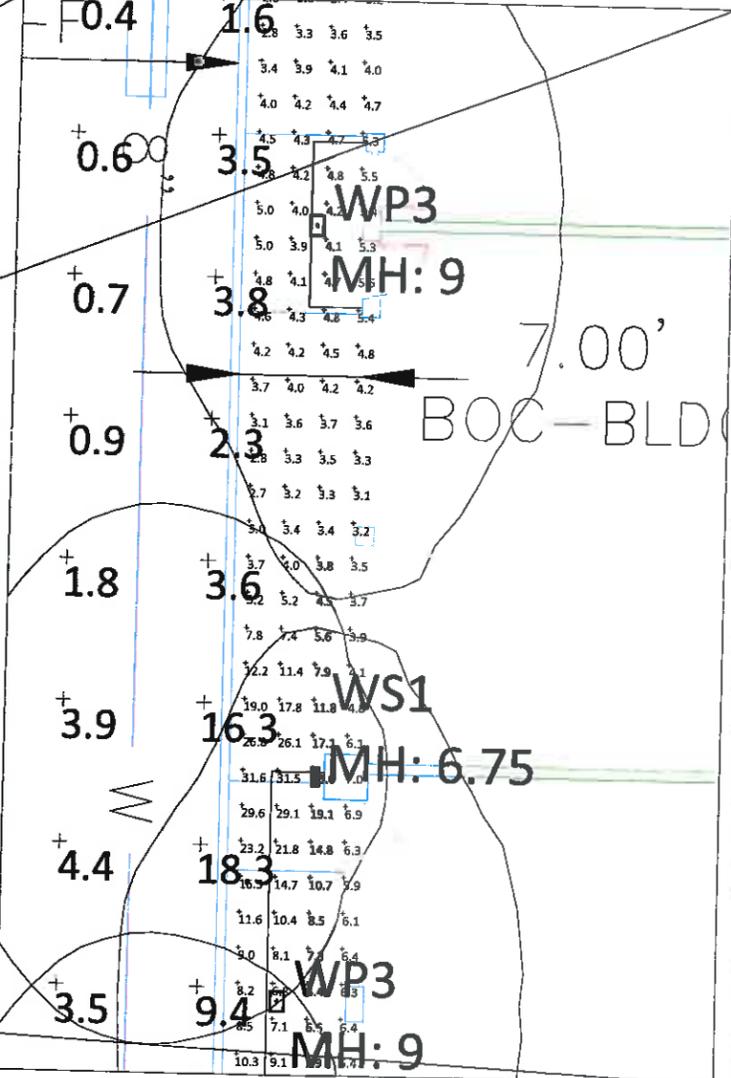
GENERAL NOTES

1. METAL HALIDE LIGHT LEVELS ARE MAINTAINED WITH A .72 LIGHT LOSS FACTOR.
2. LED LIGHT LEVELS ARE MAINTAINED WITH A .90 LIGHT LOSS FACTOR.
3. FOOTCANDLE VALUES ARE CALCULATED AT GRADE LEVEL.

Category	Quantity	Unit	Value	Notes
ALL CALC. POINTS	1,236	POINTS	1,236	
SIDEWALK SQUARE FEET	1,236	SQ. FT.	1,236	
ROADWAY SQUARE FEET	1,236	SQ. FT.	1,236	
TOTAL SQUARE FEET	2,472	SQ. FT.	2,472	

Fixture	Qty	Height	Beam Angle	Beam Diameter	Beam Spread	Beam Diameter at Height	Beam Diameter at Ground	Beam Diameter at 10'	Beam Diameter at 20'	Beam Diameter at 30'	Beam Diameter at 40'	Beam Diameter at 50'	Beam Diameter at 60'	Beam Diameter at 70'	Beam Diameter at 80'	Beam Diameter at 90'	Beam Diameter at 100'
WP2	12	12.0'	120°	10.0'	10.0'	10.0'	10.0'	10.0'	10.0'	10.0'	10.0'	10.0'	10.0'	10.0'	10.0'	10.0'	10.0'
WP3	12	12.0'	120°	10.0'	10.0'	10.0'	10.0'	10.0'	10.0'	10.0'	10.0'	10.0'	10.0'	10.0'	10.0'	10.0'	10.0'
WS1	12	12.0'	120°	10.0'	10.0'	10.0'	10.0'	10.0'	10.0'	10.0'	10.0'	10.0'	10.0'	10.0'	10.0'	10.0'	10.0'

CANOPY/BUILDING PERIMETER DETAIL CALCULATION



CBMC LIGHTING SOLUTIONS
 5855 KOPETSKY DRIVE SUITE G
 INDIANAPOLIS, IN. 46217
 (T) 317 780 8350 (F) 317 780 8355

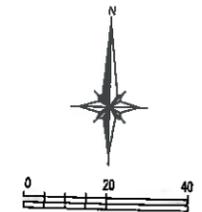
WILLOWBROOK CORP. CENTER
 700 WILLOWBROOK PKWY., WILLOWBROOK, IL
 Site Lighting Photometry
 Architects by Design
 108 Ogden Ave. Carmel, IN, 46034

NO.	DATE	REVISION
1	11/24/14	NEW FIXTURE SELECTION, ADDED DETAIL

START DATE	PRINT DATE	DRAWN BY	CHECKED BY
08/02/2014	2014-08-12	WVP	RT

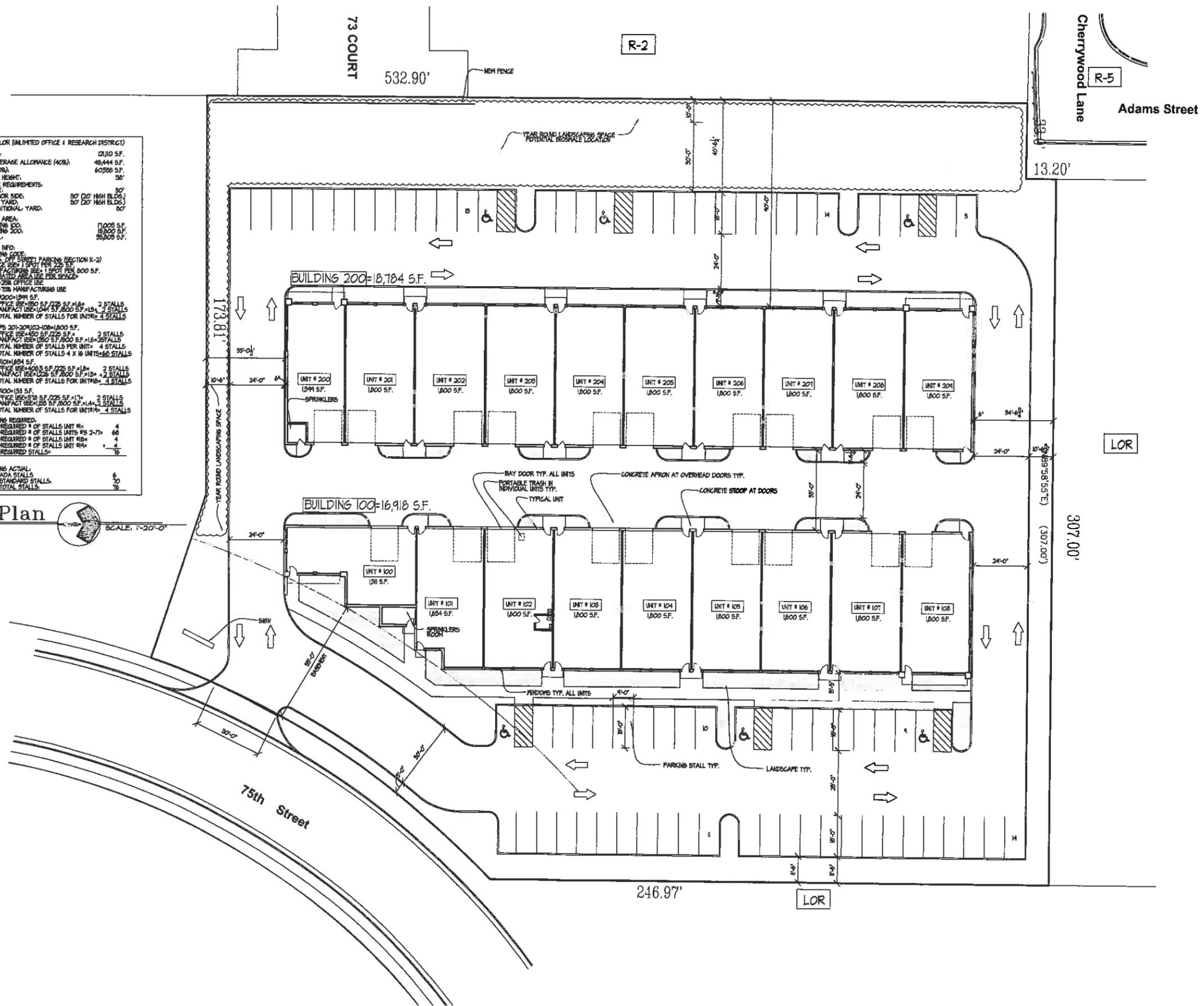
SITE LIGHTING SOLUTION

SCALE 1" = 20'



ZONING: LOR (UNLIMITED OFFICE / RESEARCH DISTRICT)	
LOT SIZE:	12,110 S.F.
LOT COVERAGE ALLOWANCE (40%):	4,844 S.F.
F.A.R. (2.0):	6,058 S.F.
MAXIMUM HEIGHT:	30'
SETBACK REQUIREMENTS:	
FRONT:	50'
INTERIOR SIDE:	30' (20' HIGH BLDG.)
REAR YARD:	30' (20' HIGH BLDG.)
TRANSITIONAL YARD:	50'
BUILDING AREA:	
BUILDING 100:	11,008 S.F.
BUILDING 200:	18,900 S.F.
TOTAL:	29,908 S.F.
PARKING INFO:	
PARKING CODE:	
-OFFICE USE (SECTION K-2):	
-OFFICE USE (SECTION K-2):	
-MANUFACTURING USE (1 SPOT PER 1,000 S.F.):	
-ESTIMATED AREA USE PER SPACE:	
-OFFICE USE:	
-75% MANUFACTURING USE:	
-UNIT #200=1,800 S.F.:	
OFFICE USE=1,800 S.F. @ 1.14	2 STALLS
MANUFACT. USE=1,800 S.F. @ 1.14	2 STALLS
TOTAL NUMBER OF STALLS FOR UNIT# 200	4 STALLS
-UNIT #5 201-204(102-108)=1,800 S.F.:	
OFFICE USE=1,800 S.F. @ 1.14	2 STALLS
MANUFACT. USE=1,800 S.F. @ 1.14	2 STALLS
TOTAL NUMBER OF STALLS PER UNIT# 5	4 STALLS
TOTAL NUMBER OF STALLS 4 X 16 UNITS=64 STALLS	
-UNIT #100=1,634 S.F.:	
OFFICE USE=1,634 S.F. @ 1.14	2 STALLS
MANUFACT. USE=1,634 S.F. @ 1.14	2 STALLS
TOTAL NUMBER OF STALLS FOR UNIT# 100	4 STALLS
-UNIT #100=1,511 S.F.:	
OFFICE USE=1,511 S.F. @ 1.14	2 STALLS
MANUFACT. USE=1,511 S.F. @ 1.14	2 STALLS
TOTAL NUMBER OF STALLS FOR UNIT# 100	4 STALLS
PARKING REQUIRED:	
REQUIRED # OF STALLS UNIT #100	4
REQUIRED # OF STALLS UNIT #5 2-7	64
REQUIRED # OF STALLS UNIT #100	4
REQUIRED # OF STALLS UNIT #100	4
REQUIRED STALLS	76
PARKING ACTUAL:	
ADA STALLS	6
STANDARD STALLS	70
TOTAL STALLS	76

Site Plan SCALE: 1"=20'-0"



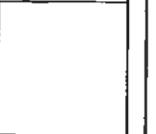
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architectsbydesign.com

A COMMERCIAL DEVELOPMENT
WILLOWBROOK CORP. CENTER
700 WILLOWBROOK PARKWAY
WILLOWBROOK, IL

File No: B-2124 Date: 6-4-14

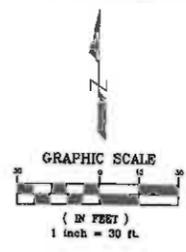
Checked: RJK Drawn: B.P.

STAMP:



SHEET NO:
SP-3

3 OF 4 SHEETS
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BASIS OF BEARING
 THE BASIS OF BEARINGS IS ASSUMED PER THE RECORD PLAT OF WILLOWBROOK CORPORATE CENTER UNIT NUMBER 2

LEGEND

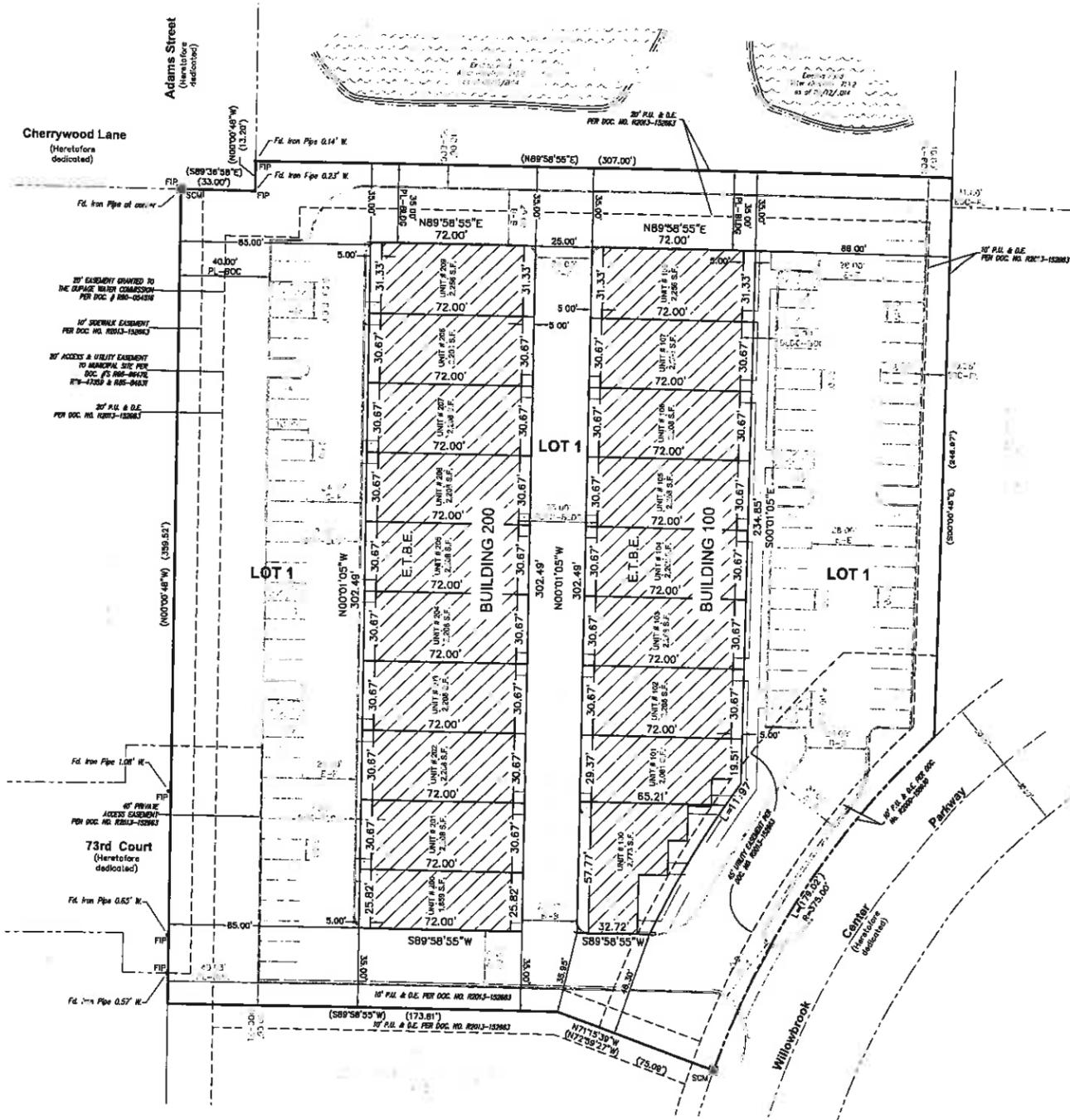
(###-##)	RECORD DATUM
P.U. & D.E.	PUBLIC UTILITY & DRAINAGE EASEMENT
S.F.	SQUARE FEET
AC	ACRES
BLDG	BUILDING
PL	PROPERTY LINE
BOC	BACK OF CURB
B-C	BACK OF CURB TO BACK OF CURB
F	FACE OF CURB
E	EDGE
SET	SET CONCRETE MONUMENT

FINAL PLAT & P.U.D. OF WILLOWBROOK CORPORATE CENTER

BEING A SUBDIVISION OF LOT 2 IN THE PLAT OF RESUBDIVISION OF WILLOWBROOK CORPORATE CENTER NUMBER 2, BEING A RESUBDIVISION OF LOT 3 IN FINAL PLAT OF SUBDIVISION OF WILLOWBROOK CORPORATE CENTER UNIT NO. 2, BEING THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PARCEL IDENTIFICATION NUMBER
08-26-204-065-0000

PROPERTY ADDRESS
700 WILLOWBROOK CENTER PARKWAY
WILLOWBROOK, ILLINOIS 60480



ZONING: LOR (UNLIMITED OFFICE & RESEARCH DISTRICT)

LOT SIZE:	120,892 S.F.
LOT COVERAGE ALLOWANCE (40%):	48,441 S.F.
F.A.R. (50%):	60,565 S.F.
MAXIMUM HEIGHT:	38'

SETBACK REQUIREMENTS:

FRONT:	50'
INTERIOR SIDE:	30' (20' HIGH BLDG.)
REAR YARD:	30' (20' HIGH BLDG.)
TRANSITIONAL YARD:	80'

BUILDING AREA:

BUILDING 100:	18,320 S.F.
BUILDING 200:	18,754 S.F.
TOTAL:	37,074 S.F.

UNIT (LOT) AREAS:

UNITS 100-108:	20,158 S.F.
UNITS 200-208:	21,778 S.F.
PARKING/OPEN AREA:	70,885 S.F.
TOTAL:	120,892 S.F.

DWELLING UNITS:

BUILDING #100:	8
BUILDING #200:	10
DWELLING UNITS PER ACRE:	6.84

NORTHERN ILLINOIS GAS COMPANY EASEMENT PROVISIONS
 AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO NORTHERN ILLINOIS GAS COMPANY, ITS SUCCESSORS AND ASSIGNS ("NI-GAS") TO INSTALL, OPERATE, MAINTAIN, REPAIR, REPLACE AND REMOVE FACILITIES USED IN CONNECTION WITH THE TRANSMISSION AND DISTRIBUTION OF NATURAL GAS IN, OVER, UNDER ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN ON THIS PLAT MARKED "EASEMENT".

"COMMON AREA OR AREAS" AND STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, AND THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT AS "COMMON ELEMENTS," TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, AND REMOVE OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO, TREES, BUSHES, ROOTS AND FENCES, AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HERIN GIVEN, AND THE RIGHT TO ENTER UPON THE PROPERTY FOR ALL SUCH PURPOSES.

OBSTRUCTIONS SHALL NOT BE PLACED OVER "NI-GAS" FACILITIES OR IN, UPON OR OVER THE PROPERTY IDENTIFIED ON THIS PLAT FOR UTILITY PURPOSES WITHOUT THE PRIOR WRITTEN CONSENT OF NI-GAS. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

THE TERM "COMMON ELEMENTS" SHALL HAVE THAT MEANING SET FORTH FOR SUCH TERM IN SECTION 605/2(e) OF THE "CONDOMINIUM PROPERTY ACT" (ILLINOIS COMPILATED STATUTES, CH. 765, SEC. 605/2(e)), AS AMENDED FROM TIME TO TIME. THE TERM "COMMON AREA OR AREAS" IS DEFINED AS A LOT, PARCEL OR AREA OF REAL PROPERTY, INCLUDING REAL PROPERTY SURFACED WITH INTERIOR DRIVEWAYS AND WALKWAYS, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE AS AN APPURTENANCE TO THE SEPARATELY OWNED LOTS, PARCELS OR AREAS WITHIN THE PROPERTY, EVEN THOUGH SUCH AREAS MAY BE DESIGNATED ON THIS PLAT BY OTHER TERMS.

EASEMENT PROVISIONS

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

COMMONWEALTH EDISON COMPANY
AND

AMERITECH (ILLINOIS BELL TELEPHONE COMPANY), GRANTEEES,

THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, TO INSTALL, OPERATE, MAINTAIN AND REMOVE, FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND SOUNDS AND SIGNALS IN, OVER, UNDER ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DOTTED LINES ON THE PLAT AND MARKED "EASEMENT", AND THE PROPERTY DESIGNATED ON THE PLAT AS "COMMON ELEMENTS", AND THE PROPERTY DESIGNATED ON THE PLAT AS A "COMMON AREA OR AREAS", TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES AND ROOTS, AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HERIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE DOTTED LINES MARKED "EASEMENT" WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEEES. 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. THE TERM "COMMON ELEMENTS" SHALL HAVE THE MEANING SET FORTH FOR SUCH TERM IN SECTION 2(E) OF "AN ACT IN RELATION TO CONDOMINIUMS" (ILLINOIS REVISED STATUTES, CH. 30, PAR 302(E)), AS AMENDED FROM TIME TO TIME. THE TERM "COMMON AREA OR AREAS" IS DEFINED AS A LOT, PARCEL OR AREA OF REAL TO THE SEPARATELY OWNED LOTS, PARCEL OR AREAS WITHIN THE PLANNED DEVELOPMENT, EVEN THOUGH SUCH OTHERWISE DESIGNATED ON THE PLAT BY TERMS SUCH AS "OUTLOTS", "COMMON ELEMENTS", "AREA OR AREAS", "COMMON GROUND", "PARKING AND COMMON AREA". THE TERMS "COMMON AREA OR AREAS" AND "COMMON ELEMENTS" INCLUDES REAL PROPERTY SURFACES WITH INTERIOR DRIVEWAYS AND WALKWAYS, BUT EXCLUDES REAL PROPERTY PHYSICALLY OCCUPIED BY A BUILDING, SERVICE BUSINESS DISTRICT OR STRUCTURES SUCH AS A POOL OR RETENTION POND, OR MECHANICAL EQUIPMENT. RELOCATION OF FACILITIES WILL BE DONE BY GRANTEEES AT COST OF GRANTOR/LOT OWNER, UPON WRITTEN REQUEST.

BLANKET EASEMENT PROVISIONS

A BLANKET EASEMENT IS HEREBY GRANTED FOR INGRESS AND EGRESS, PRIVATE WATER, PRIVATE SANITARY SEWER AND STORM SEWER SYSTEMS AND DRAINAGE AND DETENTION FOR THE BENEFIT OF THE VILLAGE OF WILLOWBROOK AND THOSE PUBLIC UTILITY COMPANIES OPERATING WITHIN THE VILLAGE OF WILLOWBROOK, SAID UTILITY COMPANIES BEING THE AMERITECH TELEPHONE COMPANY, COMMONWEALTH EDISON COMPANY, CENTRAL CABLE SYSTEMS OF ILLINOIS, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS WITHIN THOSE AREAS OVER THE LOTS DESIGNATED ON THE PLAT HEREON DRAWN AS "BLANKET EASEMENT" AREAS EXCEPTING THEREFROM THOSE AREAS DESIGNATED AS E.T.B.E. OR "EXCEPTION TO THIS PLAT" BEING RECORDED. THE AS-BUILT LOCATION(S) OF BUILDING FOUNDATION(S), TO INSTALL LAY CONSTRUCT, RENEW, OPERATE AND MAINTAIN CONDUITS, CABLES AND WIRES, STORM AND SANITARY SEWER AND WATER MAINS AND DRAINAGE SWALES, ABOVE AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THE SUBDIVISION UPON THE LOTS AT ALL TIMES TO INSTALL, LAY, CONSTRUCT, RENEW OPERATE AND MAINTAIN WITHIN SAID BLANKET EASEMENT AREAS SAID CONDUITS, CABLES, WIRES, MAINS, WATER VALVES AND OTHER EQUIPMENT, AND FOR THE INSTALLATION, MAINTENANCE, RELOCATION, RENEWAL AND REMOVAL OF GAS MAINS AND APPURTENANCES, AND FINALLY THE RIGHT IS HEREBY GRANTED TO CUT DOWN AND REMOVE AND TRIM AND KEEP TRIMMED, TREES, SHRUBS, OR SAPLINGS THAT INTERFERE OR THREATEN TO INTERFERE WITH EASEMENT, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HERIN GRANTED. HOWEVER, IF FENCES ARE TO BE CREATED BY ANY OWNER OR OWNERS IN THIS SUBDIVISION WITHIN SAID BLANKET EASEMENT, THESE MUST BE PLACED IN A LOCATION ACCEPTABLE TO THE VILLAGE OF WILLOWBROOK.



9500 Bormet Drive, Suite 305
Mokena, Illinois 60448
708-326-4961 voice
708-326-4962 fax

PREPARED FOR:
Streamline Construction Corp.
(708) 216-9700

NO.	DATE	DESCRIPTION	REVISIONS	
			NO.	DATE

FINAL PLAT & P.U.D.

WILLOWBROOK CORPORATE CENTER			
DRAFTING COMPLETED:	06/25/2014	DRAWN BY:	S.J.L.
FIELD WORK COMPLETED:	09/12/2014	CHECKED BY:	S.J.L.
PROJECT MANAGER:	S.J.L.	SCALE:	1" = 30'

SHEET NO.
1 of 2

Project No: 14-04013

FINAL PLAT & P.U.D.

OF

WILLOWBROOK CORPORATE CENTER

BEING A SUBDIVISION OF LOT 2 IN THE PLAT OF RESUBDIVISION OF WILLOWBROOK CORPORATE CENTER NUMBER 2, BEING A RESUBDIVISION OF LOT 3 IN FINAL PLAT OF SUBDIVISION OF WILLOWBROOK CORPORATE CENTER UNIT NO. 2, BEING THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PARCEL IDENTIFICATION NUMBER

09-26-204-065-0000

PROPERTY ADDRESS

700 WILLOWBROOK CENTER PARKWAY WILLOWBROOK, ILLINOIS 60480

OWNER CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

THIS IS TO CERTIFY THAT THE UNDERSIGNED, IS / ARE THE SOLE OWNER(S) OF RECORD OF THE FOLLOWING DESCRIBED LAND, AND HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED, AS SHOWN ON THIS PLAT OF SUBDIVISION, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND, DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

LOT 2 IN THE PLAT OF RESUBDIVISION OF WILLOWBROOK CORPORATE CENTER NUMBER 2, BEING A RESUBDIVISION OF LOT 3 IN FINAL PLAT OF SUBDIVISION OF WILLOWBROOK CORPORATE CENTER UNIT NO. 2, BEING THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 11, 2000 AS DOCUMENT R2000-1586-50, IN DUPAGE COUNTY, ILLINOIS, SAID PLAT OF RESUBDIVISION OF WILLOWBROOK CORPORATE CENTER NUMBER 2 BEING RECORDED ON NOVEMBER 6, 2013 AS DOCUMENT NUMBER R2013-152663.

THE UNDERSIGNED ALSO ACKNOWLEDGES ALL EASEMENTS, SETBACK LINES AND EASEMENT PROVISIONS THEREOF AS STATED AND SHOWN ON THIS PLAT.

THE UNDERSIGNED FURTHER CERTIFIES THAT THERE ARE NO UNPAID DEFERRED INSTALLMENTS OF OUTSTANDING UNPAID SPECIAL ASSESSMENTS AFFECTING THE LAND DESCRIBED AND SHOWN ON THIS SUBDIVISION PLAT OR, IF ANY OF SAID INSTALLMENTS ARE NOT PAID, THEN SUCH INSTALLMENTS HAVE BEEN DIVIDED IN ACCORDANCE WITH THE SUBDIVISION AND APPROVED BY THE COURT WHICH CONFIRMED THE SPECIAL ASSESSMENT AND THE PROPER COLLECTOR OF ANY SUCH SPECIAL ASSESSMENT HAS SO CERTIFIED SUCH DIVISION ON THE FACE OF THE SUBDIVISION PLAT.

THIS IS TO CERTIFY THAT THE UNDERSIGNED, IS THE SOLE OWNER(S) OF RECORD OF THE FOLLOWING DESCRIBED LAND, AND HEREBY CERTIFIES THAT THE SUBJECT PROPERTY IS LOCATED WITH THE FOLLOWING SCHOOL

DISTRICTS: ELEMENTARY: HIGH SCHOOL: OTHER:

OWNER: ADDRESS:

TITLE:

ATTEST:

TITLE:

NOTARY PUBLIC CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

I, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT AND , RESPECTIVELY, THE (TITLE) AND (TITLE) OF (CORPORATION OR OTHER ENTITY)

PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THIS SUBDIVISION PLAT AS OWNERS, AS SUCH (TITLE) AND (TITLE) RESPECTIVELY, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED THIS SUBDIVISION PLAT AS THEIR OWN FREE AND VOLUNTARY ACT, AND AS THE FREE AND VOLUNTARY ACT OF SAID (CORPORATION OR OTHER ENTITY), FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THIS DAY OF 20

NOTARY PUBLIC

BOARD OF TRUSTEES CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK, AT A MEETING HELD THIS DAY OF 20 A.D.

BY: PRESIDENT ATTEST: VILLAGE CLERK

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF WILLOWBROOK, ILLINOIS THIS DAY OF 20 A.D.

CHAIRPERSON

VILLAGE ENGINEER CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

I, VILLAGE ENGINEER OF THE VILLAGE OF WILLOWBROOK, ILLINOIS, HEREBY CERTIFY THAT THE LAND IMPROVEMENTS IN THIS SUBDIVISION, AS SHOWN BY THE PLANS AND SPECIFICATIONS THEREOF, MEET THE MINIMUM REQUIREMENTS OF SAID VILLAGE AND HAVE BEEN APPROVED BY ALL PUBLIC AUTHORITIES HAVING JURISDICTION THEREOF.

DATED AT WILLOWBROOK, DUPAGE COUNTY, ILLINOIS, THIS DAY OF A.D. 20

VILLAGE ENGINEER

SURFACE WATER DRAINAGE CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

WE HEREBY CERTIFY THAT THE TOPOGRAPHICAL AND PROFILE STUDIES REQUIRED BY ILLINOIS PLAT ACT, ILL. REV. STAT., CH. 109, SEC. 1 ET SEQ., AS NOW OR HEREAFTER AMENDED, HAVE BEEN FILED WITH THE VILLAGE OF WILLOWBROOK, A MUNICIPAL CORPORATION IN DUPAGE COUNTY, ILLINOIS, AND THE CERTIFICATION AS TO DRAINAGE REQUIRED BY SAID ACT MADE THEREON.

DATED THIS DAY OF A.D. 20

PROFESSIONAL ENGINEER OWNER(S) OR DULY AUTHORIZED AGENT

SPECIAL ASSESSMENT CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

I, VILLAGE CLERK OF THE VILLAGE OF WILLOWBROOK, ILLINOIS, CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID, CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENT THEREOF THAT HAVE BEEN APPOINTED AGAINST THE LAND INCLUDED IN THIS PLAT OF SUBDIVISION.

DATED AT WILLOWBROOK, DUPAGE COUNTY, ILLINOIS, THIS DAY OF A.D. 20

VILLAGE TREASURER

SANITARY DISTRICT CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

I, DIRECTOR OF THE COUNTY OF DUPAGE DEPARTMENT OF PUBLIC WORKS & OPERATIONS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS, OR ANY DEFERRED INSTALLMENTS OF ANY OUTSTANDING UNPAID SPECIAL ASSESSMENTS WHICH HAVE NOT BEEN DIVIDED IN ACCORDANCE WITH THE PROPOSED SUBDIVISION AND DULY APPROVED BY THE COURT THAT CONFIRMED THE SPECIAL ASSESSMENT.

DATED AT DUPAGE COUNTY, ILLINOIS, THIS DAY OF 20

DIRECTOR OF PUBLIC WORKS & OPERATIONS

DUPAGE COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

I, COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT I FIND NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, NO DELINQUENT OR UNPAID SPECIAL ASSESSMENTS, NO REDEEMABLE TAX SALES AGAINST ANY OF THE LANDS SHOWN ON THIS PLAT OF SUBDIVISION AND NO DEFERRED INSTALLMENTS OF ANY OUTSTANDING UNPAID SPECIAL ASSESSMENTS WHICH HAVE NOT BEEN DIVIDED IN ACCORDANCE WITH THE PROPOSED SUBDIVISION AND DULY APPROVED BY THE COURT THAT APPROVED THE SPECIAL ASSESSMENT.

GIVEN UNDER MY HAND AND SEAL AT DUPAGE COUNTY, ILLINOIS THIS DAY OF A.D. 20

DUPAGE COUNTY CLERK

RECORDER CERTIFICATE

THIS INSTRUMENT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS THIS DAY OF A.D. 20 AT O'CLOCK A.M. AS DOCUMENT NUMBER

DUPAGE COUNTY RECORDER

Send all future tax bills to:

Willowbrook Corporate Center, LLC
501 Willow Blvd., Suite 102
Willow Springs, Illinois 60480

Submitted by:

Village of Willowbrook
7760 Quincy Street
Willowbrook, Illinois 60527

Return the original Mylar to:

DesignTek Surveying, LLC
9500 Bormet Drive, Suite 305
Mokena, Illinois 60448

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF WILL } SS

I, STEVEN J. LAUB, A LICENSED ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE FOLLOWING DESCRIBED PROPERTY:

LOT 2 IN THE PLAT OF RESUBDIVISION OF WILLOWBROOK CORPORATE CENTER NUMBER 2, BEING A RESUBDIVISION OF LOT 3 IN FINAL PLAT OF SUBDIVISION OF WILLOWBROOK CORPORATE CENTER UNIT NO. 2, BEING THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 11, 2000 AS DOCUMENT R2000-1586-50, IN DUPAGE COUNTY, ILLINOIS, SAID PLAT OF RESUBDIVISION OF WILLOWBROOK CORPORATE CENTER NUMBER 2 BEING RECORDED ON NOVEMBER 6, 2013 AS DOCUMENT NUMBER R2013-152663.

AND THAT THIS SUBDIVISION PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION.

ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

I FURTHER CERTIFY THAT ALL REGULATIONS ENACTED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK, A MUNICIPAL CORPORATION IN DUPAGE COUNTY, ILLINOIS, RELATIVE TO PLATS AND SUBDIVISION HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT.

THIS PROPERTY CONTAINS 2.31 ACRES, MORE OR LESS.

3/4" x 24" IRON PIPES WILL BE SET AT ALL LOT CORNERS AFTER FINAL GRADING OF ALL LOTS.

I FURTHER CERTIFY THAT NO PART OF THE PROPERTY COVERED BY THIS PLAT OF SUBDIVISION IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND THAT NO PART OF SAID PROPERTY BORDERS ON OR INCLUDES ANY PUBLIC WATERS IN WHICH THE STATE OF ILLINOIS HAS ANY PROPERTY RIGHTS OR PROPERTY INTERESTS.

I FURTHER CERTIFY THAT THIS SUBDIVISION LIES WITHIN THE CORPORATE LIMITS OF SAID VILLAGE OF WILLOWBROOK OR WITHIN 1 1/2 MILES OF THE CORPORATE LIMITS OF SAID VILLAGE WHICH HAS ADOPTED A CITY PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE, AS NOW OR HEREAFTER AMENDED.

I HEREBY GRANT PERMISSION TO A REPRESENTATIVE OF THE VILLAGE OF WILLOWBROOK, ILLINOIS TO RECORD THIS PLAT. SAID REPRESENTATIVE SHALL SHOW PROPER IDENTIFICATION TO THE RECORDER OF DUPAGE COUNTY.

DATED AT WILLOWBROOK, ILLINOIS, THIS DAY OF A.D. 20

DRAFT COPY
STEVEN J. LAUB, ILLINOIS PROFESSIONAL LAND SURVEYOR
LICENSE NUMBER 035-003160
MY CURRENT LICENSE EXPIRES NOVEMBER 30, 2014



9500 Bormet Drive, Suite 305
Mokena, Illinois 60448
708-326-4961 voice
708-326-4962 fax

PREPARED FOR:
Streamline Construction Corp.
(708) 216-9700

Table with columns: NO., DATE, DESCRIPTION, REVISIONS, NO., DATE, DESCRIPTION

FINAL PLAT & P.U.D.
WILLOWBROOK CORPORATE CENTER
DRAFTING COMPLETED: 06/05/2014 DRAWN BY: SJL PROJECT MANAGER: SJL
FIELD WORK COMPLETED: 05/12/2014 CHECKED BY: SCALE: 1" = 10'

SHEET NO.
2 of 2
Project No: 14-04013

Exhibit 2.

Planning Comments

Consistency of Plans:

The Site Plan, prepared by Architects by Design and the Final Plat & PUD, prepared by Design Tek Surveying, LLC vary in many respects. These documents must be consistent and provide the same following data in a table that is also depicted on the plans

Zoning District:

Lot size:

Building Area: Total gross area (outside dimensions) for each building and a total

Lot Coverage Percentage: Actual based on Building Area and Lot Size

FAR: Actual

Unit areas: (For each unit) measured to outside walls, except that common walls are measured half to each adjoining unit.

Building Setbacks for North, South, East, West and Street Frontages

Parking Setbacks for North, South, East, West and Street Frontages

Access Drive setback to property line

Building Height at 24'3"

Unit Parking Requirement: Willowbrook Zoning Ordinance Equivalent to 1 space/450 square feet.

On Site Parking: Number of Regular and Accessible

Parking space Dimensions: 9x18 (9x16 accessible)

Minimum drive aisle width: 24', unless otherwise noted on plan

Landscape Plan

1. West property line is not adequate as a transitional yard. In lieu of shrubs by parking, replace with upright arborvitae at a minimum of 4' high (or similar) at time of planting. Increase shade trees to 3" caliper as required by ordinance. Confirm with adjacent property owner to west prior to Village Board approval (if possible).
2. Transitional Landscaping along the west property line is not sufficient. A continuous screen of evergreen screening is required. The proposed shrubs next to the parking should be replaced with minimum 4' tall upright arborvitae at the time of planting. Additional material and/or a new fence may be required, or the existing 'scrub' landscaping could remain if requested by the adjacent owner prior to the Village Board meeting.
3. In lieu of relocating water line to the south, the north property line should be provided with a mix of seeded and planted native perennial plants such as Purple Coneflower, Shasta Daisy, Black-Eyed Susans, Day lilies, etc.
4. Details shall indicate that substitutions shall not be approved without the written consent of the Village Manager of the Village of Willowbrook
5. All grass areas shall be sodded, except for the swale area.

6. A note shall be added requiring that plant materials delivered to the site must be inspected by the Village of Willowbrook prior to installation with 48 hours notice provided.
7. The revised plan for submittal to the Village Board for final approval will not be approved unless the Plant List matches the quantities shown in the plan. Please note that JGL and SJB materials shown in the plan do not show up in the Plant List. Other quantities are incorrect.
8. Details must indicate that no existing plant material shall be removed from the west and north property lines until the property lines have been marked on the ground and the materials to be removed have been marked with an "x" and approved in writing by the Village of Willowbrook.

Other Comments:

1. Frontage right-of-way is Willowbrook Center Parkway, not 75th Street.
2. Show the existing pavement area that provides access from 73rd Court to Public Works Property on all plans
3. Show the locations of closest building walls on adjoining properties to the west and south.
4. The "new fence" shown on the west line of the Site Plan is not correct. Fencing in this area will not be required pending review and approval of a revised landscape plan in this area showing the required evergreen screening discussed above in number 3. A permanent fence along the balance of the west property line may be required if requested/desired by the adjoining residential property owner.
5. The elevations show a monotonous detail for the long distance between the two edges where a different color and different height parapets are used. Add similar vertical treatments over each doorway area or propose modified architectural treatment.
6. While the location of the proposed monument sign is appropriate, size, details and construction must comply with Zoning Ordinance requirements.
7. Plans must be revised, resubmitted and approved pursuant to all Planning and Engineering comments prior to consideration by the Village Board for final approval.

Covenant Requirements: The following requirements must be noted on the PUD Plat and included in a revised covenant document.

1. Each tenant will manage their own garbage in their unit, and place their garbage outside the overhead door in the central drive area for servicing on garbage day. Garbage may only be placed outside of any unit on "garbage day" no sooner than 6AM, and must be returned inside no later than 5PM. The "association" will provide common garbage for all tenants on a routine basis as required to manage garbage needs.
2. Except for authorized garbage service on garbage day and deliveries that occur within the overhead door areas for each unit, the central drive area will remain clear of vehicles at all times.
3. Parking of passenger vehicles is not allowed in the central service area at any time.
4. Semi trucks and trailers may not have access anywhere on the site.

5. Uses will not be authorized for occupancy by the Village unless they meet a parking equivalent of 1 parking space for every 450 square feet of space based on the use requirement as required by the Village of Willowbrook Zoning Ordinance.
6. Provide for the off-site disposal of all snow from the site.

List of Exceptions:

PUDs may depart from the strict conformance with the required density, dimension, area, height, bulk and other regulations for the underlying zoning district and other provisions of the Zoning Ordinance to the extent specified in the preliminary plat and document authorized the PUD so long as it will not be detrimental to or endanger the public health, safety and general welfare, except that there are no exceptions for complying with 7 specific PUD Standards. The departures are identified as "exceptions" and outlined in any approving ordinance. A list of all underlying requirements of the LOR District, along with how the project meets the requirement is provided in the table below. Items that appear as shaded are exceptions that will be incorporated into any approving ordinance.

Regulation	Required	Provided
Lot Size	Varies based on use	120,962 (exceeds all minimums)
Lot Coverage	40%/48,444	30%/35,803
FAR	.5	.3
Height	3 stories or 38'	24' 3"
West Building Setback (Transitional due to Residential)	80'	90'
West Parking Setback (Transitional due to Residential)	40'	40' 6 1/4"
North Building	20'	34' 6 3/4"
North Parking Setback	10'	10' 6 3/4"
East Building Setback	20'	90' 11"
East parking Setback	10'	11' 6"
South Building Setback	20'	35' 0 1/2"
South Parking Setback	10'	10' 6"
Street Building Setback	50' or 150% of bldg. ht.	55'
Street Parking Setback	15'	5'
Minimum Foundation	7'	North/South = 0' East/West (Exterior) 7' East/West (Interior) 5.5'
Driveway Centerline	Not < 70' from lot line	34'
Loading	1 space at 12x55	Smaller spaces for each unit

Exhibit 3.
Standards for Special Use

Section 9-14-5.2 Standards for a Special Use for a Planned Unit Development

Re. Property located on Willowbrook Center Parkway between Route 83 and Madison Avenue

- A. That the establishment , maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.**

The Petitioner is seeking a special use for a planned unit development to allow two multi-tenant Pre Cast concrete buildings to be developed on the site. The site is one of very few vacant parcels in what is currently an area dominated by a mixture of office and industrial buildings. The space is adjacent to the Village of Willowbrook Public Works facility. The intended use of the site as developed will be consistent with other uses in the area and in no way detrimental to the public health, safety, morals, comfort or general welfare. Petitioner will comply with all Village requirements to ensure that the proposed project is a danger or detriment to the immediate are or the Village at large.

- B. That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.**

The special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted. The use of the site under the Petitioners plan would bring the site into conformity with the use of neighboring parcels, but would not interfere with the current uses of those neighboring parcels. The development of the site in accordance with the proposed plan would be a benefit to the property values in the neighborhood. The parcel is currently vacant and as developed would add value to the largely developed business area.

- C. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.**

The establishment of the Special Use will not in any way impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district. The subject parcel is currently zoned LOR (Limited Office and Research District and is one of the few remaining undeveloped parcels in the area). The immediate area is largely already developed and the permitted uses are consistent with the intended uses by prospective occupants of the proposed complex. The anticipated uses are in conformance with the existing uses in the vicinity. Current businesses operating in the area include Turtle Wax, Trane and Hinsdale Nurseries.

D. That adequate utilities, access, roads, drainage, and/or other necessary facilities have been or are being provided.

All required facilities to the subject property are either currently in place as this is a rather developed area, or will be put in place by the Petitioner in conjunction with the proposed project. The project remains subject to final engineering approval by the Village of Willow Springs.

E. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

The proposed project is subject to final engineering. The current proposal provides for ingress and egress onto Willowbrook Centre Parkway. Petitioner does not project any traffic congestion issues with the development of the subject site in the proposed manner. All traffic flow and engineering items are subject to review and approval by the Village of Willowbrook.

F. That the special use shall in all other respects conform to the applicable regulations of the district in which it is located except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission.

Petitioner will, in addition to seeking approval for a special use for a Planned Unit Development, be seeking variances for the following exceptions to the Village of Willowbrook Code as part of its PUD:

1. The village requires 7' of landscaping at the base of the building on all sides. Petitioner is seeking to provide 5'-6' of landscaping on the back sides of both buildings and 0' on the north and south sides of both buildings in accordance with the submitted concept plans and renderings.
2. The Village requires a 12' x 55' loading space on a proposed project such as this one, however, the proposed project does not contain such a loading space. In lieu of such a loading space the subject project proposes loading areas between the two buildings allowing a more efficient layout as well as ample loading space for the individual units.
3. The Village requires a 15' paving setback in the front yard, and the proposed project only provides a 5' setback.

The total area of both buildings combined is approximately 35,702 SF. Building 100 is approximately 16,918 and Building 200 is approximately 18,784 SF.

- G. Conditions in the area have substantially changed, and at least one year has elapsed since any denial by the Village Board of any prior application for a special use permit that would have authorized substantially the same use of all or part of the site.**

The property is currently owned by the Village and has not been the subject, to the best of Petitioner's knowledge, of any denial by the Village Board of any prior application for a special use permit that would have authorized substantially the same use of all or part of the site.

Exhibit 4.

Standards and Findings for Planned Unit Development

Pursuant to the Zoning Ordinance, a planned unit development must meet certain standards and the Plan Commission should make certain findings. These required standards and findings are enumerated below, along with how the project meets the standard or finding provided in *italics*.

STANDARDS

- (A) Comprehensive Plan: A planned unit development must conform with the intent and spirit of the planning goals and objectives of the village comprehensive plan.

The proposed development complies with the Comprehensive Plan which recommends a mix of limited office and research development in the area surrounding the public works property.

- (B) Size And Ownership: The site of the planned unit development must be under single ownership and/or unified control and be not less than two (2) acres in area.

The proposed development contains 2.77 acres.

- (C) Compatibility: The uses permitted in the planned unit development must be of a type and so located as to exercise no undue detrimental influence upon surrounding properties.

The building and parking setbacks meet all transitional yard requirements when located next to residential property.

- (D) Storm Water Management: Adequate facilities, both on site and off site, shall be provided to ensure that all drainage related issues are addressed.

Detention for the site was designed as part of the original Center Point Subdivision. All stormwater will be directed to a detention basin south of the site, across the street from Public Works via storm sewers already in place under Willowbrook Center Parkway. An infiltration basin proposed on the west side of the site will remove sediments and pollutants from the water before it enters the storm sewer system.

- (E) Space Between Buildings: The minimum horizontal distance between buildings shall be:

1. Thirty feet (30') between one-story, two-story and two and one-half story buildings or combinations thereof.

The buildings are one story and there is a 34' separation between the buildings

- (F) Yards: The required yards or setbacks along the periphery of the planned unit development shall be at least equal in width or depth to that of the applicable required yard within the adjacent zoning district. Notwithstanding the foregoing, buildings of more than twenty four feet (24') in height shall provide a setback from any property line not less than a distance equal to the height of such buildings.

The proposed project meets this requirement.

- (G) Parking Requirements: Adequate parking shall be provided as set forth in other sections of this title.

Parking is adequate for a specific type of tenant, which will be regulated in covenant documents.

- (H) Traffic: That adequate provision be made to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

Access is controlled and located to minimize traffic congestion along Willowbrook Center Parkway.

- (I) Preservation Standards: Due regard shall be demonstrated for any existing site conditions worthy of consideration including: desirable trees of a minimum six inch (6") caliper or greater, natural bodies of water, designated wetlands and/or flood hazard areas, etc. All desirable vegetation shall be identified by location, caliper size, type, condition and a method by which preservation efforts will be conducted.

Certain existing landscape materials are being preserved when possible. Care is also being exercised to protect the vegetation on the property to the north. The west property line is characterized by a mix of scrub and quality material. Preserving some or all of that material and supplementing with additional screening as required by the Zoning Ordinance will ensure compliance with the ordinance.

- (J) Design Standards: The provisions of the Willowbrook subdivision ordinance shall be adhered to, unless a variance is granted by the village board.

No variations to the Willowbrook Subdivision regulations are required.

- (K) Uses For PUDs Greater Than Five Acres: Any permitted or special use available under any of the various zoning districts classifications, whether singly or in combination, and any other use permitted by law, may be allowed as either a permitted or special use within a planned unit development consisting of more than five (5) acres, but only to the extent specifically approved by the village board, after a finding that such use is consistent with the objectives of this chapter.

The PUD is not greater than 5 acres.

- (L) Other Standards: The planned unit development may depart from strict conformance with the required density, dimension, area, height, bulk, and other regulations for the underlying zoning district and other provisions of this title to the extent specified in the preliminary plat and documents authorizing the planned unit development so long as the planned unit development will not be detrimental to or endanger the public health, safety and general welfare. Notwithstanding the foregoing, every planned unit development must comply with the minimum standards set forth in subsections (A), (B), (C), (D), (H), (I) and (K) of this section.

Minor exceptions are incorporated into the PUD as identified in the staff report prepared for the August 6, 2014 meeting, however the development does comply with standards A, B, C, D, H, I and K as required.

FINDINGS

- (A) In what respects the proposed plan is consistent with the stated purpose of the planned unit development regulations.

The proposed plan provides flexibility to permit two buildings, when one is typically allowed. The developer has designed these buildings with central loading between the buildings, which means the owner to the west does not have to experience the negative impacts that go along with being next to the rear of a property. The development incorporates the required BMPs to filter and purify stormwater before it enters the detention basin. Uses that will be allowed in the project will be limited in scope to low impact uses that don't require semis, and that do not generate high levels of customer activity on the property.

- (B) The extent to which the proposed plan meets the requirements and standards of the planned unit development regulations.

The PUD meets the standards as identified above.

- (C) The extent to which the proposed plan departs from the zoning and subdivision regulations otherwise applicable to the subject property, including, but not limited to, the density, dimension, area, bulk and use, and the reasons why such departures are deemed to be in the public interest.

The PUD includes exceptions as identified in the staff report prepared for the August 6, 2014 meeting.

- (D) The method by which the proposed plan makes adequate provision for public services, provides adequate control over vehicular traffic, provides for and protects designated common open space, and furthers the amenities of light and air, recreation and visual enjoyment.

The PUD provides reasonable access for intended low intensity users. Semis will not be permitted on the site. Garbage trucks and Fire apparatus can maneuver on the site to provide necessary services. Measures are in place to protect the vegetation on

the property to the north from being damaged by potential harmful salts associated with snow removal. Snow will be removed from the site.

- (E) The relationship and compatibility of the proposed plan to the adjacent properties and neighborhood.

The proposed project will be marketed to relatively low impact users that don't require deliveries by semis. Deliveries that do occur will happen in a central loading area that is protected from surrounding properties by the buildings themselves. Transitional setbacks to residential properties meet all Village Codes in distance, and landscaping alternatives are available to balance the desires of the adjoining property owner, if determined, with code requirements.

- (F) The desirability of the proposed plan with respect to the physical development, tax base and economic well being of the village.

The proposed plan promotes new development in compliance with Zoning Ordinance requirements and will bring new people to the area to shop and otherwise utilize local restaurants, which will benefit the local tax base.

- (G) The conformity with the intent and spirit of the current planning objectives of the village.

The plan conforms to the spirit and intent of the Village's current planning objectives.

VILLAGE OF WILLOWBROOK
STAFF REPORT TO THE PLAN COMMISSION

Plan Commission Meeting Date: July 16, 2014 (Continued to August 6, 2014)

Prepared By: Jo Ellen Charlton, AICP, Planning Consultant

Case Number: 14-102

Case Title: Text Amendments that define and regulate medical marijuana

Applicant: Village of Willowbrook

Action Requested by Applicant: Consideration and recommendation of the following text amendments:

Add following definitions 9-2-2 alphabetically

Medical Cannabis Cultivation Center:

A facility operated by a registered organization that is regulated by the Illinois Department of Agriculture to grow and produce cannabis to dispense to registered medical cannabis dispensing organizations pursuant to the Compassionate Use of Medical Cannabis Pilot Program Act, enacted by the State of Illinois effective January 1, 2014, as may be amended. There are no eligible sites in the Village of Willowbrook that meet the location criteria of the Act for medical cannabis cultivation centers.

Medical Cannabis Dispensary:

A business operated by a registered dispensing organization that is regulated by the Illinois Department of Financial and Professional Regulations to acquire cannabis and related products for medical purposes from a registered Illinois Medical Cannabis Cultivation Center and sell retail to qualifying patients and caregivers pursuant to the Compassionate Use of Medical Cannabis Pilot Program Act, enacted by the State of Illinois effective January 1, 2014, as may be amended.

Add "Medical Cannabis Dispensary, except when located 100' or less from a residential district boundary or use, and in compliance with State of Illinois Compassionate Use of Medical Cannabis Pilot Program Act and meeting the parking requirements of Chapter 10 of this Title for 'Other Business and Commercial Establishments' "

to

9-7B1(H) (for permitted use in O-R); OR to 9-7B2(J) (for special use)

9-7C-1(L) (for permitted use in L-O-R); OR to 9-7C-2(G) (for special use)

9-8-1(L) (for permitted use in M-1); OR to 9-8-2(D) (for special use)

Amend 9-7B-4(B), 9-7C-4(B), and 9-8-4(B) as follows:

Retail Sales: Notwithstanding any other provision of this code to the contrary,
~~n~~No retail sales or services shall be permitted except as incidental or accessory to a permitted use.

Necessary Action By Plan Commission: Make a recommendation to the Mayor and Village Board regarding approval of the proposed text amendments.

A sample recommendation can be found on Page 8.

History of the Request:

The Compassionate Use of Medical Cannabis Pilot Program Act became effective in the State of Illinois on January 1, 2014. The Act provides the framework to make cannabis available to qualified patients and caregivers for medical purposes after the state's Joint Commission on Administrative Rules (JCAR) finalizes rules and procedures for cultivation centers (where cannabis and cannabis products are grown and produced, and dispensaries (where cannabis and cannabis products are sold to qualified patients and caregivers. The State announced yesterday that the rule making process is complete and that they will likely start accepting applications for a 30 day period starting some time in September. In anticipation of these applications, prospective businesses wishing to be considered for one or more of the State's 21 authorized cultivation centers and/or 60 dispensaries have been contacting the Village as to where these facilities can be located in our community and how they will be regulated. The Act has many built in restrictions and requirements that must be followed, many of which already go beyond normal Zoning Ordinance requirements. The Act is clear, however, that no municipality (even home rule) can unnecessarily restrict facilities which otherwise meet the State's criteria from locating in a given area. Most local communities have responded by identifying one or more zoning districts where these facilities can be located given the State's parameters, then deciding whether to list them as permitted uses or special/conditional uses. Staff has evaluated the State's criteria against Willowbrook properties and has determined that "cultivation centers" are not possible in Willowbrook because there are no properties that are greater than 2,500 feet from a residential property. Dispensary sites, however, are available given the State's criteria. The Village must therefore determine where they can be located and how they should be regulated in order to comply with the State law.

Staff undertook a 2-step process to determine possible regulations for cannabis dispensaries. First, the Village Engineer produced the attached map which drew a 1,000 foot boundary from all schools and licensed daycare properties. Any commercial property within the circles is not eligible per the State's requirements. Residential properties are also not eligible. Therefore, only those darker purple colored properties outside the rings are possible dispensary sites. With a few exceptions, the non-residential properties between Route 83, Plainfield Road, Madison and I-55 stand out possible sites. Within that area, there are 6 possible non-residential zoning categories including B-2, B-3, B-4, OR, LOR, and M1. The Village Board has expressed an interest to exclude the B-2 and B-3 District from becoming possible dispensary locations, as there are a number of possible locations in the OR, LOR, and M1 District. The second step was a complete evaluation of the State's requirements in order to determine whether the use might be regulated as a permitted use or a special use. Most of the requirements are outlined below in an abbreviated/bulleted fashion in order to consolidate many pages of documents. Not all requirements are listed.

Who medical cannabis is available to:

1. Available to “cardholder” who is a qualifying patient (with a “debilitating medical condition”) or a designated caregiver who has been issued and possesses a valid registry identification card by the Department of Public Health.
2. “Debilitating medical condition” means a medical doctor has diagnosed the patient with one or more of the following:
 - a. Cancer, glaucoma, positive status for human immunodeficiency virus, acquired immune deficiency syndrome, hepatitis C, amyotrophic lateral sclerosis, Crohn’s disease, agitation of Alzheimer’s disease, cachexia/wasting syndrome, muscular dystrophy, severe fibromyalgia, spinal cord disease, including but not limited to arachnoiditis, Tarlov cysts, hydromyelia, syringomyelia, Rheumatoid arthritis, fibrous dysplasia, spinal cord injury, traumatic brain injury and post-consussion syndrome, Multiple Sclerosis, Arnold-Chiari malformation and Syringomyelia, Spinocerebellar Ataxia, SCA), Parkinson’s, Tourette’s, Myoclonus, Dystonia, Reflect Sympathetic Dystrophy, RSD (Complex Regional Pain Syndromes Type I), Causalgia, CRPS (Complex Regional Pain Syndromes Type II), Neurofibromatosis, Chronic Inflammatory Demyelinating Polyneuropathy, Sjogren’s syndrome, Lupus, Interstitial Cystitis, Myasthenia Gravis, Hydrocephalus, nail-patella syndrome, residual limb pain, or the treatment of these conditions; or
 - b. Any other debilitating medical condition or its treatment that is added by the Department of Public Health by rule as provided in Section 45.
3. “Designated Caregiver” means a person who
 - a. Is at least 21 years of age
 - b. Has agreed to assist with a patient’s medical use of cannabis
 - c. Has not been convicted of an “excluded offense”
 - d. Assists no more than one registered qualifying patient with his or her medical use of cannabis

Dispensaries:

1. Regulated by the Department of Financial and Professional Regulation
2. Only 60 registrations available in the State
3. Only 3 registrations available in DuPage County
4. Cannabis can only be accepted from one of 21 authorized Illinois cultivation center and must be stored in an enclosed, locked facility
5. Dispensaries must comply with local zoning rules
6. May not be located within 1,000 feet of the property line of a pre-existing public or private preschool or elementary or secondary school or day care center, day care home, group day care home, or part day child care facility. May not be located in a house, apartment, condominium, or area zoned for residential use.
7. May dispense only to registered qualifying patients or caregivers
8. May not dispense more than 2.5 ounces to a qualifying patient or caregiver in any 14 day period.
9. Cannabis may not be consumed on dispensary premises

10. May not share office space with or refer patients to a physician
11. Area where cannabis stored, may only be accessed by personnel, state officials performing inspections, law enforcement or emergency personnel, and contractors

Dispensary Application Requirements to IDFPR

1. Name of Dispensing Organization
2. Contact information for principal officers
3. Name of proposed dispensary
4. Type of Ownership (Sole proprietor, etc)
5. Description of plan to educate patients
6. Description of training for employees
7. Copy of business plan including description of products and services/education to be offered, and process to ensure access will be limited to qualifying patients, caregivers, registered agents, and security personnel.
8. Description of process cannabis will be received from cultivations, including protocols that will be used to avoid diversion, theft or loss
9. A copy of current relevant local zoning ordinance and verification from the local zoning office that the proposed dispensary location is in compliance with the local zoning rules or restrictions.
10. Consent from land owner or confirmation of ownership
11. Copy of marketing/advertising plan
12. A map of area surrounding 1,000 feet from property line in all directions showing compliance
13. Plat of survey and building layout details.
14. Complete layout plan, including square footage of each room, ingress egress, location of restricted and limited access areas, location of cannabis storage areas when business is open and closed, location of safes and vaults, location of bullet proof glass/walls, location of fire exits, location of video cameras and other security features, a detailed description of air treatments systems to reduce off-site odors, accessibility plans, parking, etc.

Relevant security measures

1. Product delivered from cultivation center in a sealed, traceable, food compliant, tamper resistant, tamper evident container, or package used for the purpose of containment of medical cannabis from a cultivation center to a dispensing organization.
2. Keeps an electronic daily log of dispensary agents with access to the safe and knowledge of the access code or combination to the safe.
3. Ensure outside perimeter of the dispensing organization premises are sufficiently lit to facilitate surveillance
4. Ensure that trees bushes and other foliage outside of the dispensing organization premises do not allow people to conceal themselves

5. Security and alarm systems required to prevent and detect diversion, theft or loss of cannabis and currency
6. Perimeter alarm on all entry points and perimeter windows
7. Automated security system failure notification
8. Panic alarms
9. Unobstructed video surveillance of all enclosed dispensary areas, to allow for facial recognition.
10. Unobstructed video surveillance of the parking lot, to allow for facial recognition and license plates
11. 24 hour recordings from all video available upon request...retained for 90 days.
12. Ability to remain operational during a power outage
13. Security equipment tested every 30 days.

Advertising

1. No ad within 1000 feet of school, playground, recreation center or facility, child care center, public park, or library or any game arcade
2. In a public transit vehicle or shelter
3. On any publicly owned or operated property

Limitations on use

1. Undertaking any task under the influence of cannabis, when doing so would constitute negligence, professional malpractice, or professional misconduct
2. Possessing cannabis in a school bus, on the grounds of any school, in any correctional facility, in a vehicle unless cannabis is reasonably secured, sealed, tamper-evident container and reasonably inaccessible while the vehicle is moving, in a private residence that is used for child care or other similar social service care is not allowed.
3. Using cannabis in a school bus, on the grounds of any school, in any correctional facility, in any motor vehicle, in a private residence that is used for child care or other similar social service care, in any public place, knowingly in the presence of anyone under the age of 18, operating or otherwise controlling any motor vehicle, aircraft, motorboat while using or under the influence, using or possessing cannabis if that person does not have a debilitating medical condition and is not registered, allowing any person who is not allowed to use cannabis, transferring cannabis to any person, use by an active duty law enforcement officer, correctional officer, correctional probation officer, or firefighter, use by a person who has a school bus permit or a CDL, is not allowed.

Medical Cannabis Map

The attached map is provided to show where dispensaries might be considered given the State's criteria for being no less than 1,000 feet from schools and licensed daycare facilities. Everything shown in dark purple and not within a circle is eligible. Generally, many of the properties in the area bounded by Route 83, Plainfield Road, Madison, and I-55 are eligible. As stated earlier, the Village Board earlier indicated a preference to exclude commercial properties. A copy of the current zoning map is also attached for reference. Staff has learned that potential applicants believe the state will be giving preference to stand alone buildings

to ensure proper security measures, so many of the commercial sites in the dark purple area would not be desirable anyway. Also excluded from eligible properties according to the State's criteria are the residential properties east and south of Town Center. Staff recommends a provision that would exclude any otherwise eligible property that is 100' or less from any residential property. Given the great care taken by the State to heavily regulate these businesses, the only justification staff could identify for assigning the use as a special use, would be to consider impacts when located close to residential properties. By excluding properties that are 100' or less from residential properties, it may be possible to consider the use as a permitted use in the OR, LOR, and M1 District instead of a special use.

Parking

Potential uses requesting occupancy of a new location are always evaluated as to whether adequate parking is provided on site. It is expected that a dispensary will be more "retail" in nature, where customers will come to the site, enter a "storefront", and consult with and/or make purchases for one or more employees. Other employees will also be available on the site. The use operates more like traditional retail uses, which command a parking requirement of 4 parking spaces per thousand square feet. Staff is recommending this requirement, which is entitled "Other Business and Commercial Enterprises" in Chapter 10 of the Zoning Ordinance. Therefore, if a dispensary were to request consideration for occupancy in a 5,000 square foot building that only had 15 parking spaces, they could not be approved unless an additional 5 parking spaces could be added.

DEFINITIONS:

The following new definitions are proposed. Note that the cultivation center definition indicates that there are no eligible sites that meet the State's location criteria.

Add following definitions 9-2-2 alphabetically

Medical Cannabis Cultivation Center:

A facility operated by a registered organization that is regulated by the Illinois Department of Agriculture to grow and produce cannabis to dispense to registered medical cannabis dispensing organizations pursuant to the Compassionate Use of Medical Cannabis Pilot Program Act, enacted by the State of Illinois effective January 1, 2014, as may be amended. There are no eligible sites in the Village of Willowbrook that meet the location criteria of the Act for medical cannabis cultivation centers.

Medical Cannabis Dispensary:

A business operated by a registered dispensing organization that is regulated by the Illinois Department of Financial and Professional Regulations to acquire cannabis and related products for medical purposes from a registered Illinois Medical Cannabis Cultivation Center and sell retail to qualifying patients and caregivers pursuant to the Compassionate Use of Medical Cannabis Pilot Program Act, enacted by the State of Illinois effective January 1, 2014, as may be amended.

Adding Dispensaries as a permitted OR and special use in the OR, LOR and M-1 Districts

Add “Medical Cannabis Dispensary, except when located 100’ or less from a residential district boundary or use, and in compliance with State of Illinois Compassionate Use of Medical Cannabis Pilot Program Act and meeting the parking requirements of Chapter 10 of this Title for ‘Other Business and Commercial Establishments’ ”

9-7B1(H) (for permitted use in O-R); or to 9-7B2(J) (for special use)

9-7C-1(L) (for permitted use in L-O-R); or to 9-7C-2(G) (for special use)

9-8-1(L) (for permitted use in M-1); or to 9-8-2(D) (for special use)

The following amendments are necessary because “retail sales” as a principal use is not permitted in the O-R, L-O-R or M-1 Districts. The additional language allows for the retail sales associated with a dispensary as defined.

Amend 9-7B-4(B) as follows:

Retail Sales: Notwithstanding any other provision of this code to the contrary, nNo retail sales or services shall be permitted except as incidental or accessory to a permitted use.

Amend 9-7C-4(B) as follows:

Retail Sales: Notwithstanding any other provision of this code to the contrary, nNo retail sales or services shall be permitted except as incidental or accessory to a permitted use.

Amend 9-8-4(B) as follows:

Retail Sales: Notwithstanding any other provision of this code to the contrary, nNo retail sales or services shall be permitted except as incidental or accessory to a permitted use.

Recommendation:

The State of Illinois is providing strict procedures to allow for the use of medical cannabis. Procedures to verify and track patients, caregivers, growers and retail sellers are all in place. The State further provides local government with the ability to regulate where these facilities can be located within their communities. In Willowbrook, the logical place seems to be in that part of town generally bounded by Route 83, Plainfield Road, Madison and I-55. Further, the Village Board generally agrees that the use should be allowed only in OR, LOR, and M1 Districts. Finally, based on the strict rules, it is staff’s opinion that a dispensary can be a permitted use, but only when it can meet the parking requirement of 4 space per 1,000 square feet and only when it is more than 100’ away from any residential property line. If there are concerns with making this use a permitted use, however, the Village may choose to list these uses as special uses, which would also need to meet the same requirements, but would require a public hearing and approval of an ordinance prior to the use being approved. If a special use process is desired, it is recommended that certain standards by which to evaluate the special use should be identified and written into the ordinance.

If additional time or testimony is needed, the Plan Commission may wish to continue this hearing and/or consideration of the amendment to the August 6, 2014 regular meeting in three weeks. If the Plan Commission's work is completed, the following sample motion is provided for the Plan Commission's use:

Based on the submitted petition and testimony presented, I move that the Plan Commission recommend approval of text amendments presented on Page 1 of the Staff Report for PC Case Number 14-11 that add definitions for Medical Cannabis Cultivation Center and Medical Cannabis Dispensary, and provides amendments that regulate said uses in the OR, LOR, and M-1 Zoning Districts as (CHOOSE "PERMITTED" OR "SPECIAL") uses.