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| <p>Village President P. Sean Michels</p> <p>Village Clerk Cynthia Galbreath</p> <p>Village Administrator Brent M. Eichelberger</p> |  <p>INCORPORATED 1981 SUGAR GROVE 10 S. Municipal Drive Sugar Grove, Illinois 60554 Phone: 630-466-4507 Fax: 630-466-4521</p> | <p>Village Trustees</p> <p>Robert Bohler Kevin Geary Mari Johnson Rick Montalto David Paluch Thomas Renk</p> |
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**Agenda
May 01, 2012
Regular Board Meeting
6:00 P.M.**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Public Hearing:
 - a. Annexation Agreement Amendment #1 - Molloy Bolz
5. Appointments and Presentations
 - a. Citizen Recognition
6. Public Comment on Items Scheduled for Action
7. Consent Agenda
 - a. Approval: Minutes for April 17, 2012 Meeting
 - b. Approval: Vouchers
 - c. Proclamation: Work Zone and Roadway Safety
 - d. Proclamation: Public Works Week
 - e. Proclamation: Motorcycle Awareness Week
 - f. Proclamation: National Police Week & Peace Officer's Memorial Day
8. General Business
 - a. Discussion: Annexation Agreement Amendment, Preliminary PUD, Preliminary & Final Plat, and Final PUD for Unit #1 - Hampstead Court Assisted Living Facility
 - b. Discussion: Cross and Route 47 Intersection Improvements
9. New Business
 - a. None
10. Reports
 - a. Staff Reports
 - b. Trustee Reports
 - c. Presidents Report
11. Public Comments
12. Airport Report
13. Closed Session: Land Acquisition, Personnel, Litigation
14. Adjournment

**Committee of the Whole
Cancelled**

* STAR – Subject to Attorney Review

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: ANTHONY SPECIALE, DIRECTOR OF PUBLIC WORKS
GEOFF PAYTON, STREETS & PROPERTIES SUPERVISOR
SUBJECT: DISCUSSION: IL47 & CROSS STREET STP PROJECT
AGENDA: MAY 1, 2012 VILLAGE BOARD MEETING
DATE: APRIL 25, 2012

ISSUE

Engineering Enterprises, Inc. will provide an update on the Design; Right-of-way acquisitions and tentative construction schedules for the IL 47 & Cross Street Intersection Improvement STP Project.

DISCUSSION

At the February 12, 2010 Regular Board Meeting, the Village Board reviewed a proposal from Engineering Enterprises, Inc. (EEI) for the IL 47 & Cross Street Intersection Improvement STP Project. The project consists of constructing right turn lanes on the north, south and east legs of the intersection. Additional work will include storm sewer, utility adjustments, traffic signal modification, guardrail, and curb and gutter.

Engineering Enterprises, Inc. will provide an update on the Design; Right-of-way acquisitions and tentative construction schedules for the IL 47 & Cross Street Intersection Improvement STP Project.

COST

There are no costs associated with this discussion.

RECOMMENDATION

No action is required at this time.

ALTA/ACSM LAND TITLE SURVEY

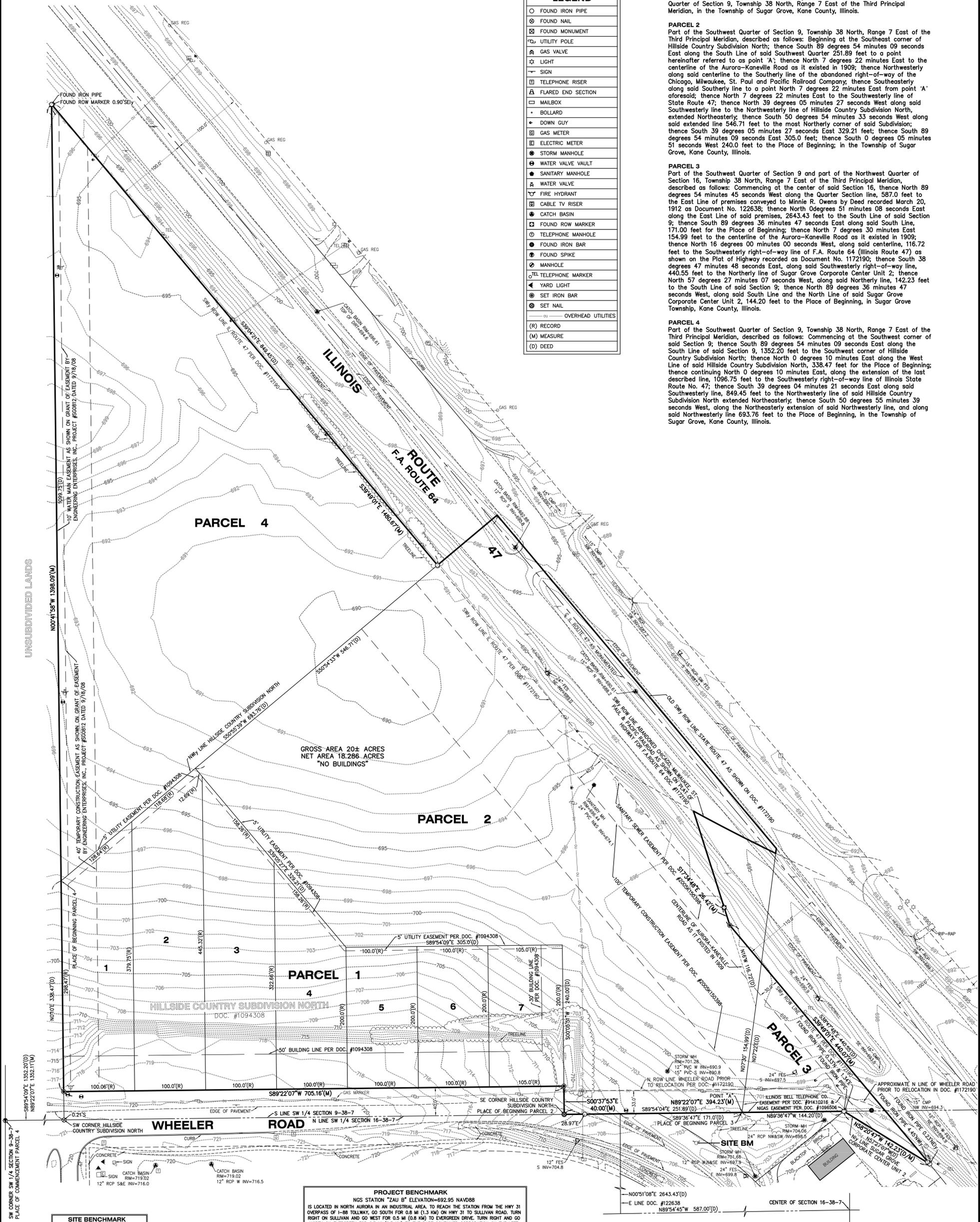
| LEGEND | |
|--------|--------------------|
| ○ | FOUND IRON PIPE |
| ⊗ | FOUND NAIL |
| ⊠ | FOUND MONUMENT |
| ⊕ | UTILITY POLE |
| ⊗ | GAS VALVE |
| ☆ | LIGHT |
| — | SIGN |
| ⊠ | TELEPHONE RISER |
| ⊠ | FLARED END SECTION |
| ⊠ | MAILBOX |
| ⊠ | BOLLARD |
| ⊠ | DOWN GUY |
| ⊠ | GAS METER |
| ⊠ | ELECTRIC METER |
| ⊠ | STORM MANHOLE |
| ⊠ | WATER VALVE VAULT |
| ⊠ | SANITARY MANHOLE |
| ⊠ | WATER VALVE |
| ⊠ | FIRE HYDRANT |
| ⊠ | CABLE TV RISER |
| ⊠ | CATCH BASIN |
| ⊠ | FOUND ROW MARKER |
| ⊠ | TELEPHONE MANHOLE |
| ⊠ | FOUND IRON BAR |
| ⊠ | FOUND SPIKE |
| ⊠ | MANHOLE |
| ⊠ | TELEPHONE MARKER |
| ⊠ | YARD LIGHT |
| ⊠ | SET IRON BAR |
| ⊠ | SET NAIL |
| — | OVERHEAD UTILITIES |
| (R) | RECORD |
| (M) | MEASURE |
| (D) | DEED |

PARCEL 1
 Lots 1 to 7 both inclusive in Hillside Country Subdivision North, in the Southwest Quarter of Section 9, Township 38 North, Range 7 East of the Third Principal Meridian, in the Township of Sugar Grove, Kane County, Illinois.

PARCEL 2
 Part of the Southwest Quarter of Section 9, Township 38 North, Range 7 East of the Third Principal Meridian, described as follows: Beginning at the Southeast corner of Hillside Country Subdivision North; thence South 89 degrees 54 minutes 09 seconds East along the South Line of said Southwest Quarter 251.89 feet to a point hereinafter referred to as point 'A'; thence North 7 degrees 22 minutes East to the centerline of the Aurora-Kaneville Road as it existed in 1909; thence Northwesterly along said centerline to the Southerly line of the abandoned right-of-way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company; thence Southeast along said Southerly line to a point North 7 degrees 22 minutes East from point 'A' aforesaid; thence North 7 degrees 22 minutes East to the Southerly line of State Route 47; thence North 39 degrees 05 minutes 27 seconds West along said Southerly line to the Northwesterly line of Hillside Country Subdivision North, extended Northwesterly; thence South 50 degrees 54 minutes 33 seconds West along said extended line 546.71 feet to the most Northerly corner of said Subdivision; thence South 39 degrees 05 minutes 27 seconds East 329.21 feet; thence South 89 degrees 54 minutes 09 seconds East 305.0 feet; thence South 0 degrees 05 minutes 51 seconds West 240.0 feet to the Place of Beginning; in the Township of Sugar Grove, Kane County, Illinois.

PARCEL 3
 Part of the Southwest Quarter of Section 9 and part of the Northwest Quarter of Section 16, Township 38 North, Range 7 East of the Third Principal Meridian, described as follows: Commencing at the center of said Section 16, thence North 89 degrees 54 minutes 45 seconds West along the Quarter Section line, 587.0 feet to the East Line of premises conveyed to Minnie R. Owens by Deed recorded March 20, 1912 as Document No. 122638; thence North 0 degrees 51 minutes 08 seconds East along the East Line of said premises, 2643.43 feet to the South Line of said Section 9; thence South 89 degrees 36 minutes 47 seconds East along said South Line, 171.00 feet to the Place of Beginning; thence North 7 degrees 30 minutes East 154.99 feet to the centerline of the Aurora-Kaneville Road as it existed in 1909; thence North 16 degrees 00 minutes 00 seconds West, along said centerline, 116.72 feet to the Southwesterly right-of-way line of F.A. Route 64 (Illinois Route 47) as shown on the Plat of Highway recorded as Document No. 1172190; thence South 38 degrees 47 minutes 48 seconds East, along said Southwesterly right-of-way line, 440.55 feet to the Northerly line of Sugar Grove Corporate Center Unit 2; thence North 57 degrees 27 minutes 07 seconds West, along said Northerly line, 142.23 feet to the South Line of said Section 9; thence North 89 degrees 36 minutes 47 seconds West, along said South Line and the North Line of said Sugar Grove Corporate Center Unit 2, 144.20 feet to the Place of Beginning, in Sugar Grove Township, Kane County, Illinois.

PARCEL 4
 Part of the Southwest Quarter of Section 9, Township 38 North, Range 7 East of the Third Principal Meridian, described as follows: Commencing at the Southwest corner of said Section 9; thence South 89 degrees 54 minutes 09 seconds East along the South Line of said Section 9, 1352.20 feet to the Southwest corner of Hillside Country Subdivision North; thence North 0 degrees 10 minutes East along the West Line of said Hillside Country Subdivision North, 338.47 feet to the Place of Beginning; thence continuing North 0 degrees 10 minutes East, along the extension of the last described line, 1096.75 feet to the Southwesterly right-of-way line of Illinois State Route No. 47; thence South 39 degrees 04 minutes 21 seconds East along said Southwesterly line, 849.45 feet to the Northwesterly line of said Hillside Country Subdivision North extended Northwesterly; thence South 50 degrees 54 minutes 33 seconds West, along the Northwesterly extension of said Northwesterly line, and along said Northwesterly line 693.76 feet to the Place of Beginning, in the Township of Sugar Grove, Kane County, Illinois.



UNSUBDIVIDED LANDS

SITE BENCHMARK
 ARROW BOLT ON FIRE HYDRANT.
 ELEVATION=704.09 NAVD88

PROJECT BENCHMARK
 NGS STATION "ZAU B" ELEVATION=692.95 NAVD88
 IS LOCATED IN NORTH AURORA IN AN INDUSTRIAL AREA. TO REACH THE STATION FROM THE HWY 31 OVERPASS OF I-88 TOLLWAY, GO SOUTH FOR 0.8 MI (1.3 KM) ON HWY 31 TO SULLIVAN ROAD. TURN RIGHT ON SULLIVAN AND GO WEST FOR 0.5 MI (0.8 KM) TO EVERGREEN DRIVE. TURN RIGHT AND GO NORTH ON EVERGREEN FOR 0.3 MI (0.5 KM) TO THE DART CONTAINER CORPORATION ON THE LEFT AND THE STATION ON THE RIGHT. THE STATION IS 77.6 FT (23.7 M) SW OF A RAILROAD JUNCTION SWITCH LEVER, 41.7 FT (12.7 M) WEST OF THE CENTERLINE OF THE MAIN NORTH/SOUTH RAILROAD TRACK, 39.2 FT (11.9 M) EAST OF THE CENTERLINE OF EVERGREEN DRIVE AND ON LINE WITH THE DART CONTAINER CORPORATION SIGN AND FLAGPOLE.

CLIENT: MJ CALDWELL ENGINEERING
 DRAWN BY: APG CHECKED BY: WJV
 SCALE: 1"=60' SEC. 9, 16, T. 38, R. 7 E.
 BASIS OF BEARING: ASSUMED
 P.I.N.:
 JOB NO.: 110531 I.D. ALT
 FIELDWORK COMP.: 12/2/11 BK. 72, PG. 78
 ALL DISTANCES SHOWN IN FEET AND DECIMAL REF.
 PARTS THEREOF CORRECTED TO 68° F.

SURVEYOR'S NOTES

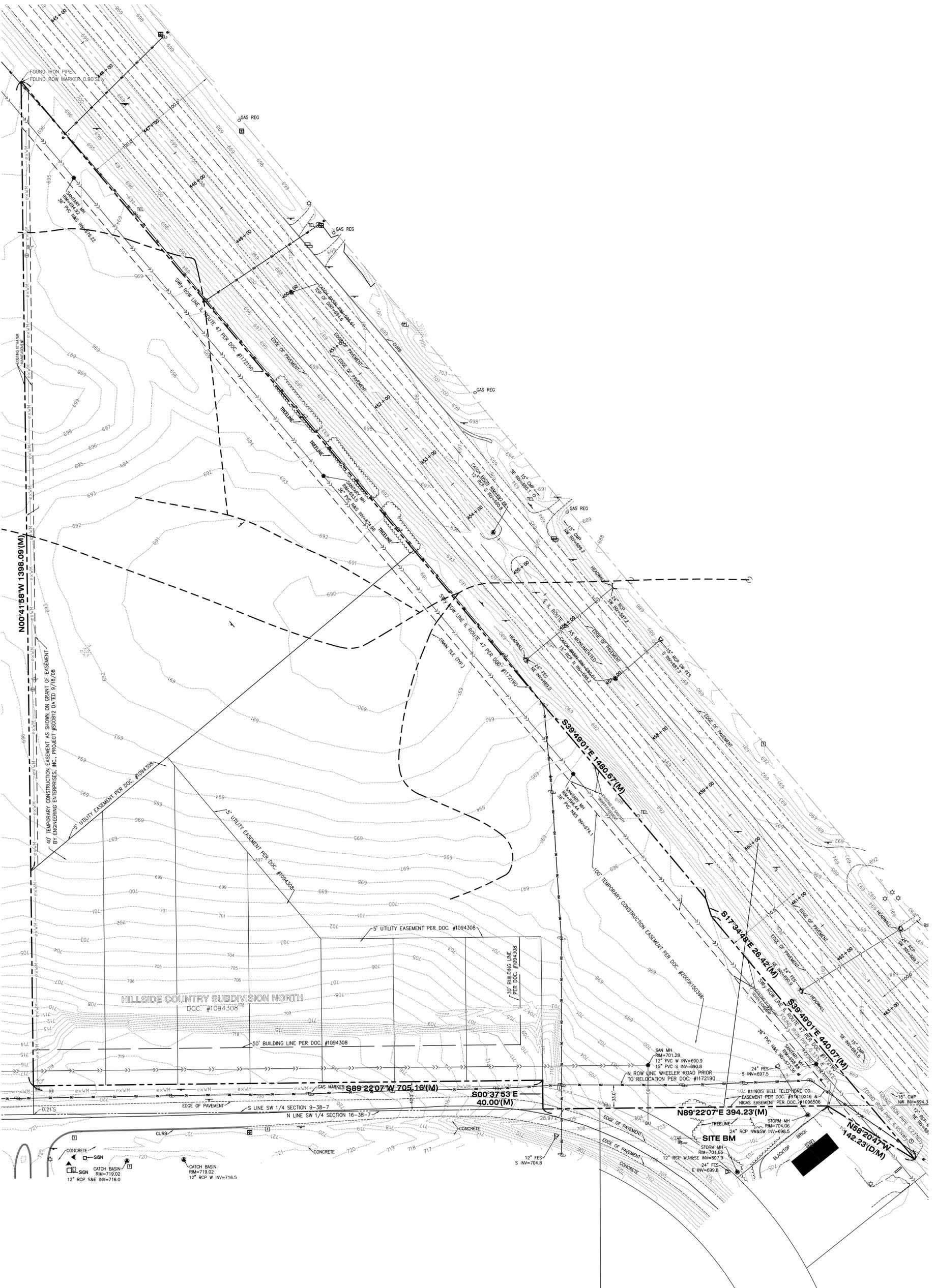
- The legal description and utility easements shown hereon have been provided by Chicago Title Insurance Company, Commitment policy #1410 00054592 KA dated December 20, 2005. The title information shown hereon is exclusively that provided to the Surveyor by the Title Insurer or the client. The Surveyor does not warrant the exact location of the Utility Easements shown hereon, but does state that they are located as accurately as possible from the information provided.
- The underground utilities shown have been located from visible field evidence and existing drawings, maps and records supplied to Surveyor. The Surveyor makes no guarantees that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The Surveyor further does not warrant that the underground utilities shown are in the exact location indicated, although he does certify that they are located as accurately as possible from available information. The Surveyor has physically located visible structures; however, he has not physically located the underground lines.
- Based on Flood Insurance Rate Map, Panel No. 17089C0315E, dated August 3, 2009, the subject property lies within Zone "X", areas determined to be outside the 0.2% annual chance floodplain.

STATE OF ILLINOIS)
) S.S.
 COUNTY OF McHENRY)
 Certified to: 1) Chicago Title Insurance Company
 2) Wheeler Road, LLC, an Illinois Limited Liability Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 3, 4, 8, 11a, 14 & 21 of Table A thereof. The field work was completed on December 2nd, 2011.

Dated this 7th day of December, A.D., 2011.
 VANDERSTAPPEN SURVEYING & ENGINEERING, INC.
 Design Firm No. 184-002792

MICHAEL J. VANDERSTAPPEN, 035-003719 (seal)
 PROFESSIONAL LAND SURVEYOR



Signature _____
 Title _____
 SHEET TITLE
EXISTING COND.
 SHEET NUMBER
C-2

PROJECT:
Hampstead Court
 Route 47 & Wheeler Road
 Sugar Grove, Illinois 60554
 CLIENT:
 Sugar Grove Care Partners, LLC
 P.O. Box 1183
 Sugar Grove, Illinois 60554

JOB NO. 09-012
 DATE 11-15-2011
 FILE SCALE
 OWNER APPROVAL
 Signature _____
 Title _____
 PROJECT:
MJ Caldwell
ENGINEERING
 704 S. Oak Park Ave
 Oak Park, Illinois 60304
 224.563.5080

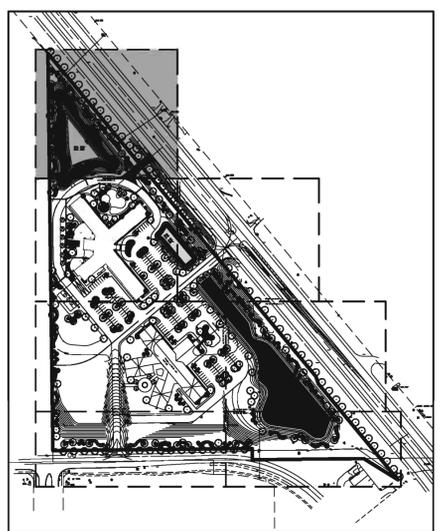
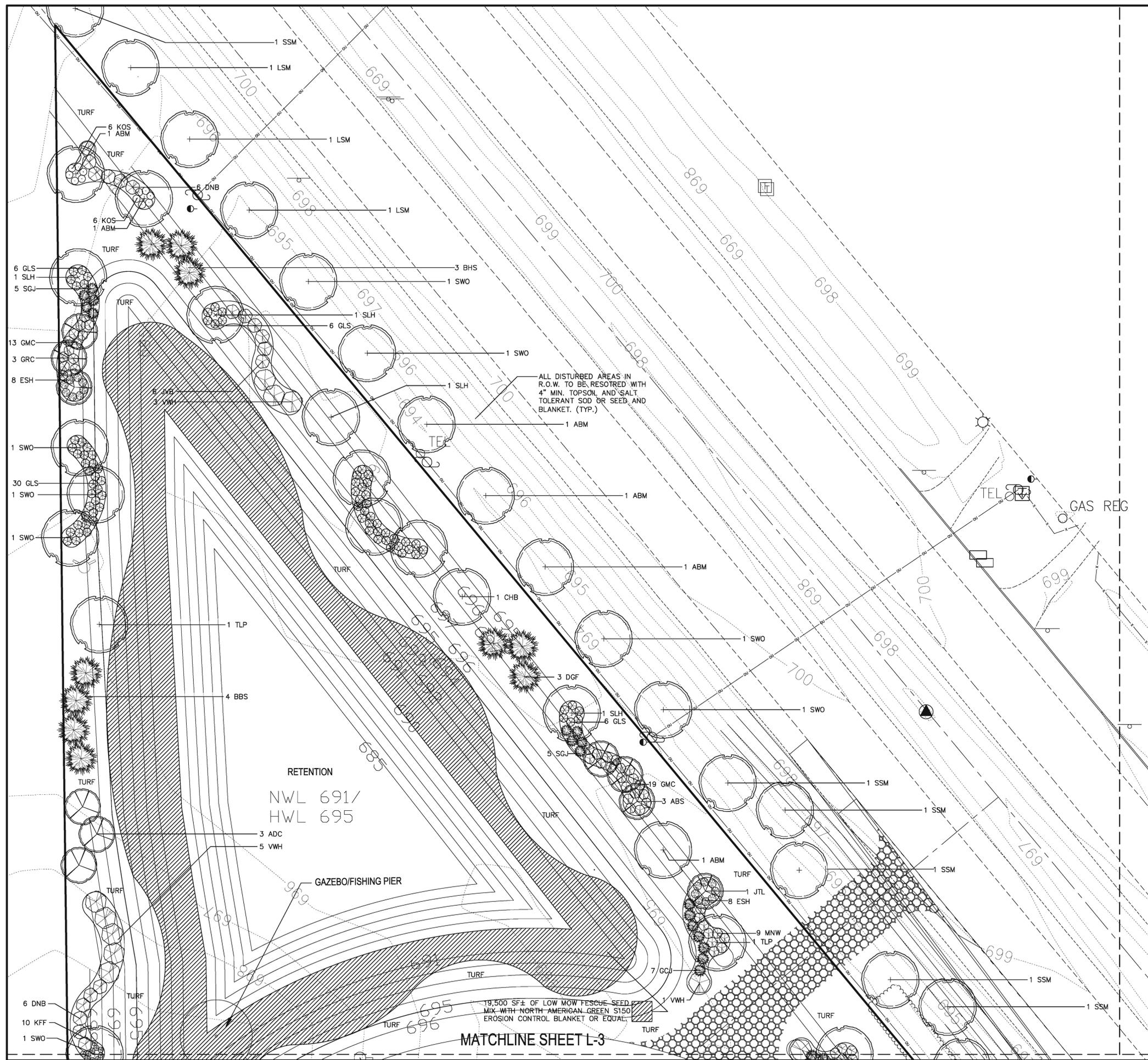
| REVISIONS | DATE |
|-----------|----------|
| 1 | 4-9-2012 |

ISSUED FOR APPROVAL
 FOR PERMIT
 FOR BID
 FOR CONST.

THESE DRAWINGS, INCLUDING ALL REVISIONS, ARE THE PROPERTY OF GLEASON ARCHITECTS, P.C. AND SHALL REMAIN THE PROPERTY OF GLEASON ARCHITECTS, P.C. IF THEY ARE USED FOR ANY OTHER WORK WITHOUT THE WRITTEN PERMISSION OF GLEASON ARCHITECTS, P.C.

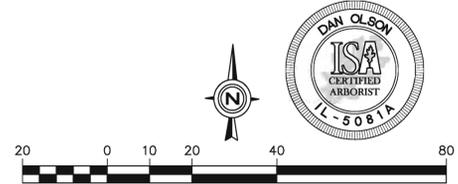
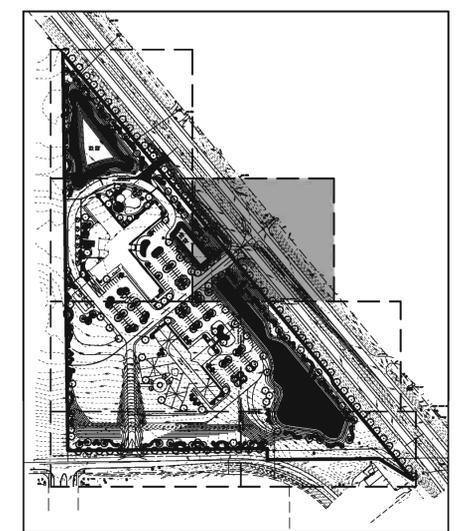
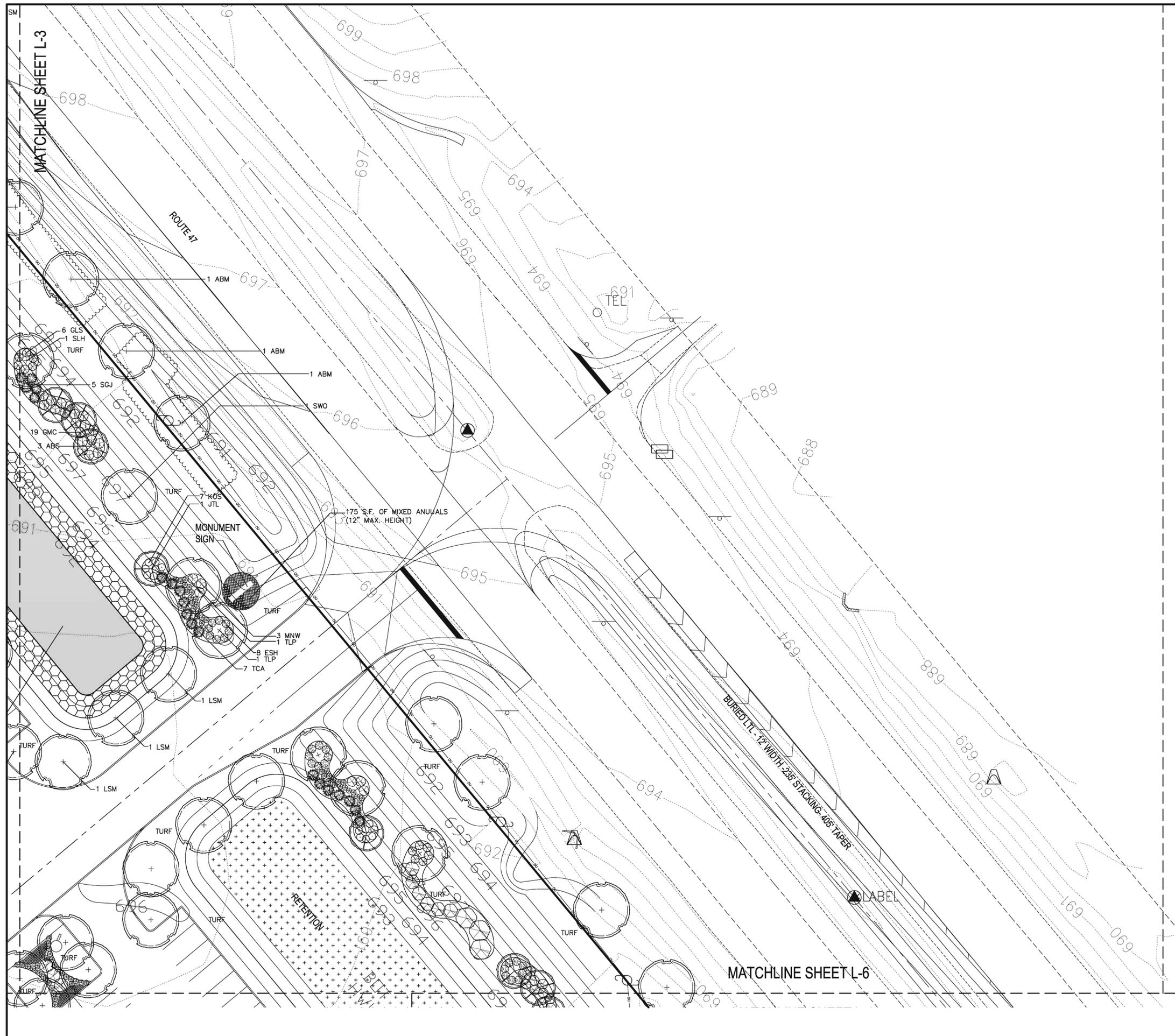
GLEASON ARCHITECTS, P.C.
 789 Hortland Drive, Unit A
 Sugar Grove, Illinois 60554
 Phone: 630-466-8740
 Fax: 630-466-8780
 E-mail: info@gleasonarchitects.com





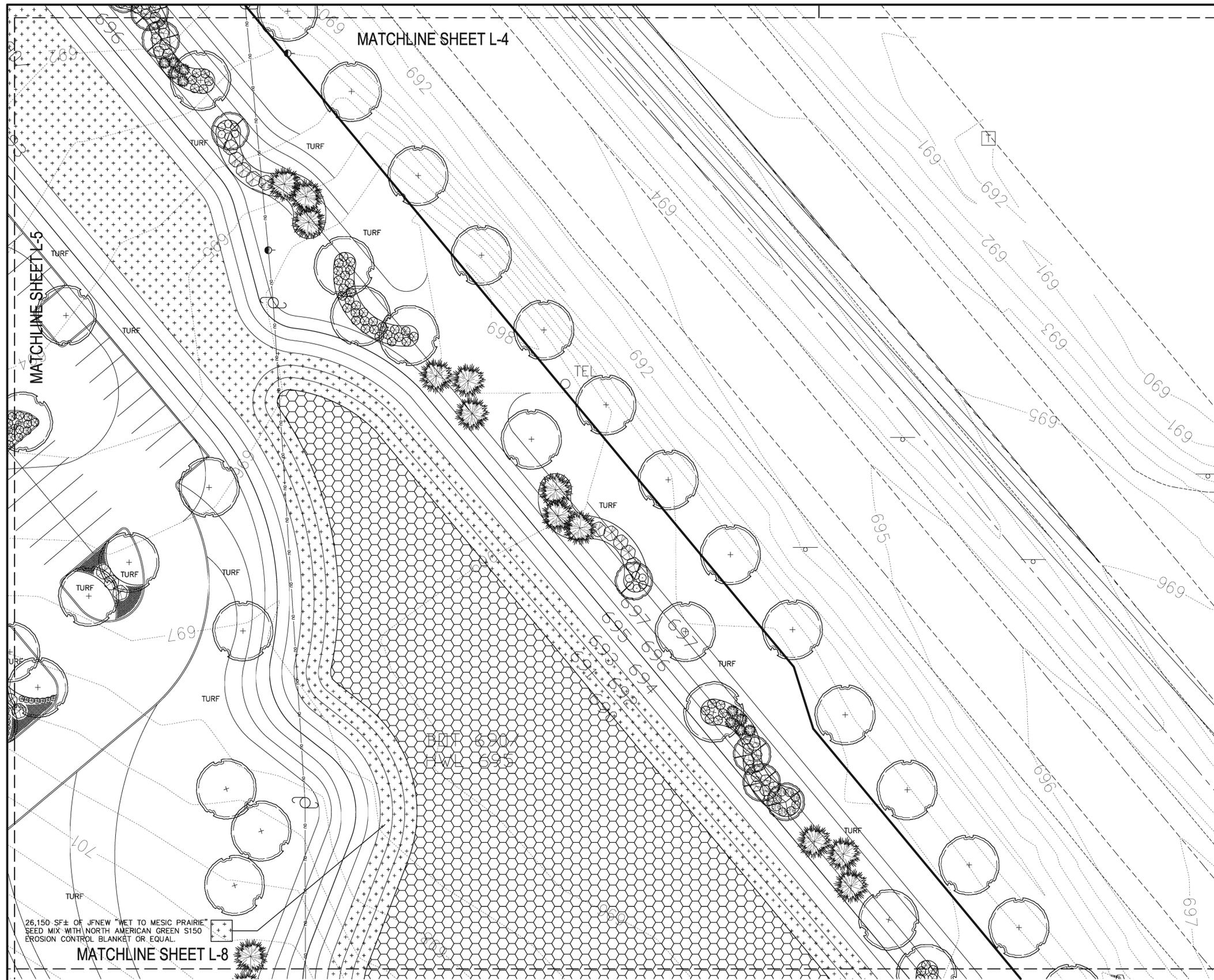
**FINAL - PHASE 1
LANDSCAPE PLAN**

| | |
|------------------------|---|
| DESIGN BY: D. OLSON | DATE: 4/9/12 |
| DRAWN BY: D. OLSON | REVISED: VILLAGE 3/9/12 |
| DATE: JANUARY 11, 2012 | NO. 1 |
| SCALE: 1" = 20' | Prepared For: |
| PROJECT NO.: 11-131 | Gleason Architects 769 Heartland Drive Sugar Grove, IL 60554 |
| | ASSISTED LIVING FACILITY-SUGAR GROVE NWC of Route 47 and Wheeler Road Sugar Grove, Illinois |
| | Prepared By: |
| | Watermark Engineering Resources, Ltd. 2631 Ginger Woods Parkway, Suite 100, Aurora, IL 60502 phone 630-375-1800 fax 630-238-9800 www.watermark-engineering.com |
| | L-2 |
| | FINAL - PHASE 1 LANDSCAPE PLAN |



**FINAL - PHASE 1
LANDSCAPE PLAN**

| | | | |
|---|--|-------------------------|--------------|
| DESIGN BY: D. OLSON | NO. 1 | REVISED: VILLAGE 3/9/12 | DATE: 4/9/12 |
| DRAWN BY: D. OLSON | Prepared For: | | |
| DATE: JANUARY 11, 2012 | Gleason Architects 769 Heartland Drive Sugar Grove, IL 60554 | | |
| SCALE: 1" = 20' | ASSISTED LIVING FACILITY-SUGAR GROVE | | |
| PROJECT NO.: 11-131 | NWC of Route 47 and Wheeler Road Sugar Grove, Illinois | | |
| 2631 Ginger Woods Parkway, Suite 100, Aurora, IL 60502 phone 630-375-1800 fax 630-238-9800 www.watermark-engineering.com | | | |
| Watermark Engineering Resources, Ltd. | | | |
| FINAL - PHASE 1 LANDSCAPE PLAN | | | |



26,150 SF± OF JFNEW "WET TO MESIC PRAIRIE"
SEED MIX WITH NORTH AMERICAN GREEN S150
EROSION CONTROL BLANKET OR EQUAL.

MATCHLINE SHEET L-8

MATCHLINE SHEET L-4

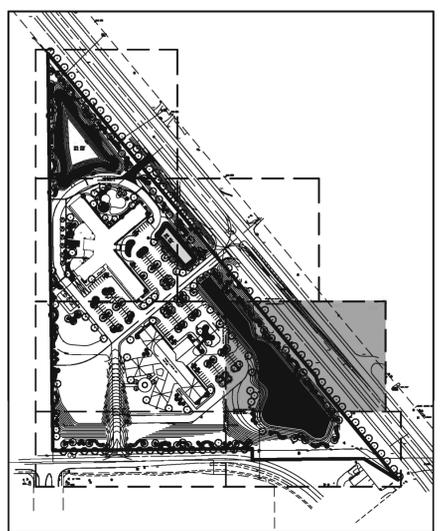
MATCHLINE SHEET L-5



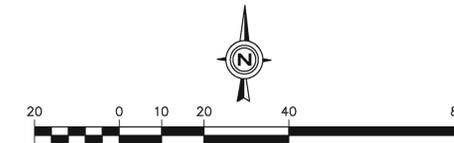
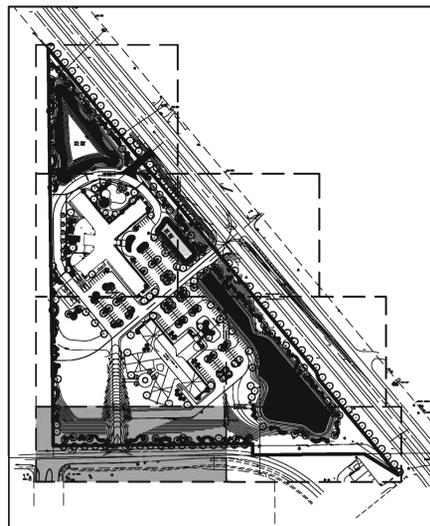
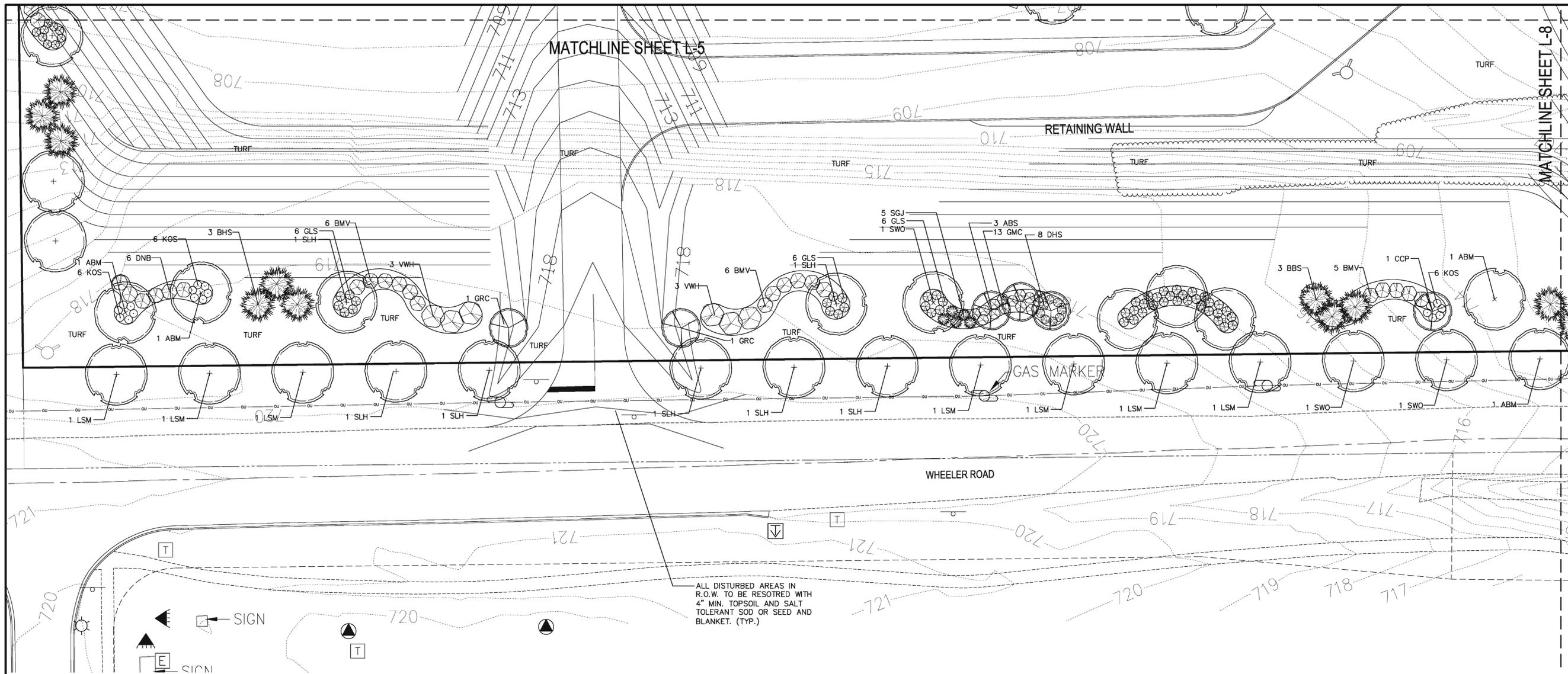
FINAL - PHASE 1
LANDSCAPE PLAN

DESIGN BY: D. OLSON
DRAWN BY: D. OLSON
DATE: JANUARY 11, 2012
SCALE: 1" = 20'
PROJECT NO.: 11-131

L-6



| | | | |
|--|----------------|------|--------|
| NO. | 1 | DATE | 4/9/12 |
| REVISED | VILLAGE 3/9/12 | | |
| Prepared For: | | | |
| Gleason Architects 769 Heartland Drive Sugar Grove, IL 60554 ASSISTED LIVING FACILITY-SUGAR GROVE NWC of Route 47 and Wheeler Road Sugar Grove, Illinois | | | |
| Prepared By: | | | |
| 2631 Ginger Woods Parkway, Suite 100, Aurora, IL 60502 phone 630-375-1800 fax 630-238-9800 www.watermark-engineering.com | | | |
| FINAL - PHASE 1 LANDSCAPE PLAN | | | |



FINAL - PHASE 1
LANDSCAPE PLAN

DESIGN BY: D. OLSON
DRAWN BY: D. OLSON
DATE: JANUARY 11, 2012
SCALE: 1" = 20'
PROJECT NO.: 11-131

L-7

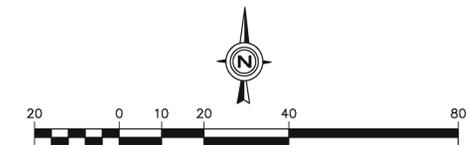
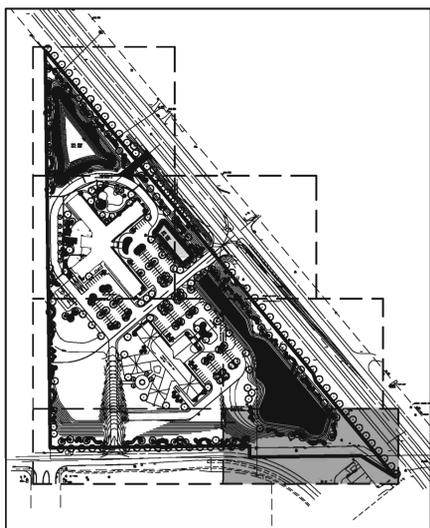
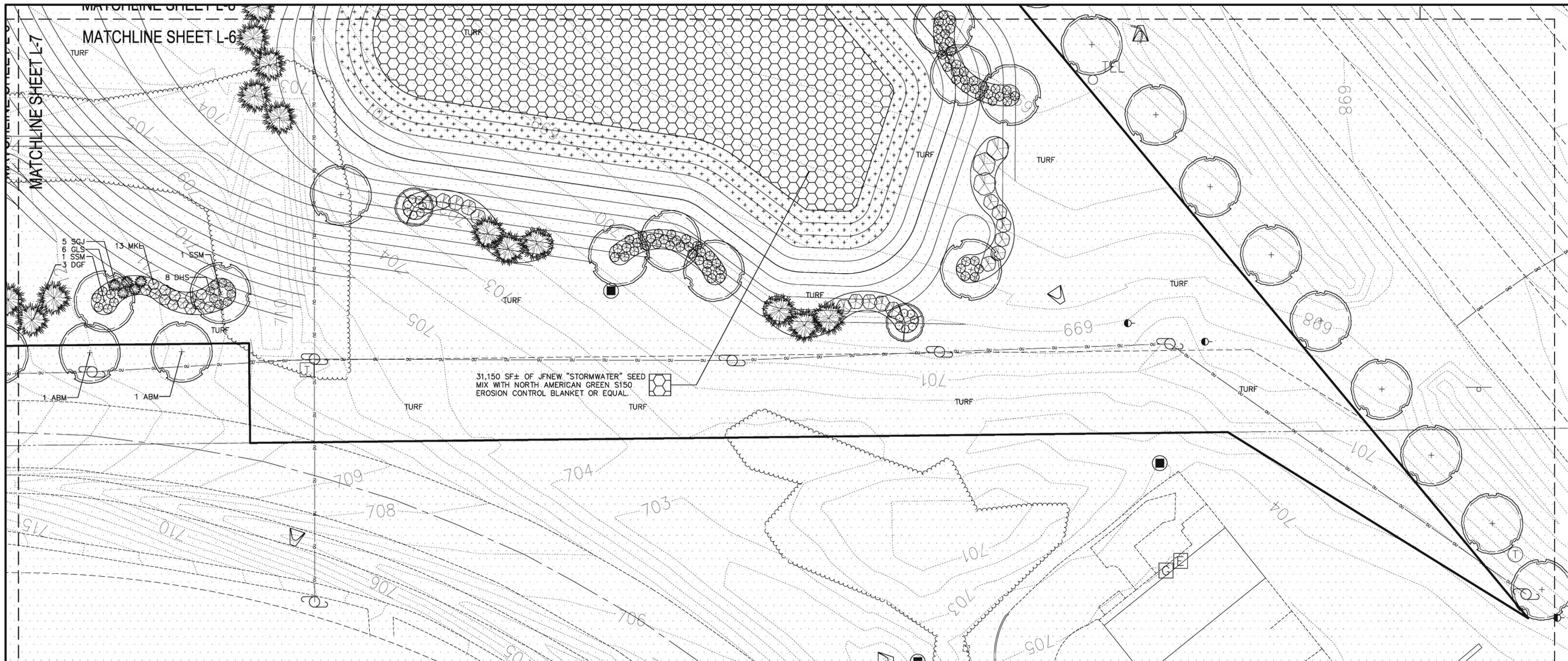


Prepared By:

Gleason Architects
769 Heartland Drive
Sugar Grove, IL 60554
ASSISTED LIVING FACILITY-SUGAR GROVE
NWC of Route 47 and Wheeler Road
Sugar Grove, Illinois

Prepared For:

| | |
|-----------|----------------|
| NO. | 1 |
| REVISIONS | VILLAGE 3/9/12 |
| DATE | 4/9/12 |



**FINAL - PHASE 1
LANDSCAPE PLAN**

DESIGN BY: D. OLSON
 DRAWN BY: D. OLSON
 DATE: JANUARY 11, 2012
 SCALE: 1" = 20'
 PROJECT NO.: 11-131

Watermark Engineering
 RESOURCES, LTD
 2631 Ginger Woods Parkway, Suite 100, Aurora, IL 60502
 phone 630-375-1800 fax 630-238-9800 www.watermark-engineering.com

Prepared By:
ASSISTED LIVING FACILITY-SUGAR GROVE
 NWC of Route 47 and Wheeler Road
 Sugar Grove, Illinois

| | |
|---------|----------------|
| NO. | 1 |
| REVISED | VILLAGE 3/9/12 |
| DATE | 4/9/12 |

Prepared For:
 Gleason Architects
 769 Heartland Drive
 Sugar Grove, IL 60554

WHEREAS, all notices required by law relating to this 1st Amendment to Annexation Agreement have been given to the persons or entities entitled to such notice pursuant to the applicable provisions of the Illinois Compiled Statutes; and,

WHEREAS, the Corporate Authorities of the VILLAGE have duly affixed the time for a public hearing on this Agreement and pursuant to legal notice have held such hearing thereon all as required by the provisions of the Illinois Compiled Statutes; and,

WHEREAS, in accordance with the powers granted to the VILLAGE by the provisions of 65 ILCS 5/11-15.1-1 through 15.1-5, inclusive, relating to Annexation Agreements, the parties hereto wish to enter into a binding 1st Amendment to Agreement with respect to the Property and to provide for various other matters related directly or indirectly to the annexation of the Property as authorized by the provisions of said statutes; and,

WHEREAS, pursuant to due notice and publication in the manner provided by law, the appropriate zoning authorities of the VILLAGE have had such public hearing and have taken all further action required by the provisions of 65 ILCS 5/11-15.1-3 and the ordinances of the VILLAGE relating to the procedure for the authorization, approval and execution of this Agreement by the VILLAGE.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions herein contained, and by authority of and in accordance with the aforesaid statutes of the State of Illinois, the Parties agree as follows:

1. **Rezoning.**

Section 4 of the Agreement shall be modified as underlined below:

“Immediately upon passage of the ordinance annexing the Subject Property to the Village, the corporate authorities of the Village shall adopt an ordinance classifying the Property, subject to all provisions and conditions as set forth herein, as Business (B-3) General Business District with the permitted uses as herein provided on attached Exhibit D. With adoption of the Hampstead Court Planned Unit Development, the zoning will subsequently be updated to B-3 Regional Business District with a Planned Unit Development and with the Permitted and Special Uses as herein provided on attached Exhibit D.”

1. **Planned Unit Development Adopted.**

Section 9 of the Agreement shall be modified as underlined below:

“Except to the extent modified herein, all statutes, ordinances, resolutions, rules and regulations of the Village and applicable to the Property from time to time shall remain in

full force and effect. Until development is proposed for any part of said Property, the same may be used for farming and agricultural purposes. At the time of any proposed development of any portion of the Property, the Owners and/or developer shall be required to enter into an amendment to this Agreement which shall address all aspects of the development and shall include but not be limited to compliance with any applicable subdivision control ordinance, architectural requirements of the Village, school/park land/cash donation ordinances, impact fees, and any other applicable requirements, rules, regulations or ordinances of the Village. The Planned Unit Development known as Hampstead Court has addressed all known development issues and no further amendment of this annexation agreement is required other than the modifications proposed with this amendment.”

2. **Overhead Utility Lines.**

Section 10 of the Agreement shall be modified as underlined below:

“Any and all billboards shall be removed within 30 days of annexation but Owners shall be permitted to erect multiple signs on the Property advertising its sale and/or development in accordance with Village Ordinances and codes. All overhead utility lines (interior to the Property, along North side of Wheeler Road, and the West Side of Route 47) shall be buried upon development of Lot 2 of Hampstead Court subdivision. All overhead utility lines adjacent to the Property, but not interior to the Property, shall be buried as determined by the Parties’ Engineers. All unneeded utility and drainage easements as determined by the Parties shall be vacated prior to development of the Property. A 10’ wide utility easement shall be dedicated, at such time as requested by the Village, along the north 1096.75 feet of the western property line for a main water line extension in such exact locations and with such specifications as are determined by the Parties’ Engineers. At such time as requested by the Village in such exact locations and with such specifications as are determined by the Parties’ Engineers in order to insure that a total of 50 feet North from the centerline of the roadway is dedicated to the Village for Wheeler Road shall be made (Subject to final verification as provided above, a dedication for Wheeler Road of a ten foot right of way along the west 705.06 feet of the southern lot line and 50 foot right of way east of the aforesaid 705.06 feet along the Owner’s southern lot line shall be made.). Dedication of a 35 foot right of way for Hampstead Road along the western property line shall be made at such time as requested by the Village in such exact locations and with such specifications as are determined by the Parties’ Engineers. All such joint determinations shall not be unreasonably withheld or denied.”

3. **Uses.**

Exhibit D of the Agreement shall be modified to add the uses to the Permitted Use list as underlined in the attached Exhibit D.

All other provisions of the original annexation agreement shall remain in full force and effect.

4. **Miscellaneous**

A. Headings: The article headings are inserted for convenience only, and in no way define, limit or describe the scope or intent of any article or section of this Agreement

B. Governing Law and Venue: This Agreement, and the covenants and undertakings made hereunder, are performable in Kane County, Illinois, and shall be governed by the laws of the State of Illinois. Any legal proceeding of any kind arising from this Agreement shall be filed in the Circuit Court for the Sixteenth Judicial Circuit, Kane County, Illinois.

C. Mutual Assurances: The Parties shall do all things necessary or appropriate to carry out the terms and provision of this Agreement, and to aid and assist each other in carrying out the terms and objectives of this Agreement and the intentions of the Parties as stated herein. Such actions shall include, but not be limited to, giving of such notices, holding public hearings, enactment by the Village of such resolutions, ordinances, or other measures as may be necessary to enable the Parties' compliance with the provisions of this Agreement.

D. Amendment: This Agreement, together with the exhibits attached hereto, may be amended only by the written agreement of the Parties, and execution of all required ordinances and after provided public notice as provided by law.

E. Entire Agreement: This Agreement, together with all exhibits referenced herein and attached hereto, contains all agreements, understandings, and covenants of the Parties.

F. Conflict: In the event there is a conflict between the terms and provision of the body of the text of this Agreement with the applicable Village codes, ordinances, or regulations, the terms and provisions of this Agreement shall control and prevail. Except as specifically provided otherwise in this agreement, all parties shall perform their obligations under this agreement in accordance with all applicable State, Federal and County laws, rules, ordinances and regulations and all Village Ordinances, resolutions and rules and regulations at the time of reference.

G. Counterparts. This Agreement may be signed in counterparts.

H. Incorporation of Recitals. The Recitals are material to this Agreement, and are incorporated as part of this Agreement by this reference.

I. Exhibits. All Exhibits attached hereto are incorporated herein by reference.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

VILLAGE:

THE VILLAGE OF SUGAR GROVE

By: _____
Village President

Attest: _____
Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that P. Sean Michels and Cynthia Galbreath, personally known to me to be the Village President and Village Clerk, respectively, of the Village of Sugar Grove, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledge that as such Village President and Village Clerk, they signed and delivered the said instrument as President and Village Clerk caused the corporate seal of said Village to be affixed thereto, pursuant to authority, given by the Village of Sugar Grove Village Trustees as the free and voluntary act and deed of said Village for the uses and purposes set forth.

Given under my hand and official seal, this _____ day of _____, 2012.

Notary Public

DISTRICT:

By: _____

Name: _____

Its: _____

Attest: _____

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that _____ and _____, personally known to me to be the _____ and _____ of _____, an Illinois _____, and _____, an Illinois _____, and personally known to me to be the same persons whose name are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledge that as such _____ and _____, they signed and delivered the said instrument and caused the corporate seal of said _____ to be affixed thereto, as the free and voluntary act for the uses and purposes set forth.

Given under my hand and official seal, this _____ day of _____, 2012.

Notary Public

EXHIBIT LIST

Exhibit "A"

LEGAL DESCRIPTION

Exhibit "D"

PERMITTED AND SPECIAL USES

EXHIBIT A

PARCEL 1

LOTS 1 TO 7 BOTH INCLUSIVE IN HILLSIDE COUNTRY SUBDIVISION NORTH, IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF SUGAR GROVE, KANE COUNTY, ILLINOIS.

PARCEL 2

PART OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF HILLSIDE COUNTRY SUBDIVISION NORTH; THENCE SOUTH 89 DEGREES 54 MINUTES 09 SECONDS EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER 251.89 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE NORTH 7 DEGREES 22 MINUTES EAST TO THE CENTERLINE OF THE AURORA-KANEVILLE ROAD AS IT EXISTED IN 1909; THENCE NORTHWESTERLY ALONG SAID CENTERLINE TO THE SOUTHERLY LINE OF THE ABANDONED RIGHT-OF-WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE TO A POINT NORTH 7 DEGREES 22 MINUTES EAST FROM POINT "A" AFORESAID; THENCE NORTH 7 DEGREES 22 MINUTES EAST TO THE SOUTHWESTERLY LINE OF STATE ROUTE 47; THENCE NORTH 39 DEGREES 05 MINUTES 27 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE TO THE NORTHWESTERLY LINE OF HILLSIDE COUNTRY SUBDIVISION NORTH, EXTENDED NORTHEASTERLY; THENCE SOUTH 50 DEGREES 54 MINUTES 33 SECONDS WEST ALONG SAID EXTENDED LINE 546.71 FEET TO THE MOST NORTHERLY CORNER OF SAID SUBDIVISION; THENCE SOUTH 39 DEGREES 05 MINUTES 27 SECONDS EAST 329.21 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 09 SECONDS EAST 305.0 FEET; THENCE SOUTH 0 DEGREES 05 MINUTES 51 SECONDS WEST 240.0 FEET TO THE PLACE OF BEGINNING; IN THE TOWNSHIP OF SUGAR GROVE, KANE COUNTY, ILLINOIS.

PARCEL 3

PART OF THE SOUTHWEST QUARTER OF SECTION 9 AND PART OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 16, THENCE NORTH 89 DEGREES 54 MINUTES 45 SECONDS WEST ALONG THE QUARTER SECTION LINE, 587.0 FEET TO THE EAST LINE OF PREMISES CONVEYED TO MINNIE R. OWENS BY DEED RECORDED MARCH 20, 1912 AS DOCUMENT NO. 122638; THENCE NORTH 0 DEGREES 51 MINUTES 08 SECONDS EAST ALONG THE EAST LINE OF SAID PREMISES, 2643.43 FEET TO THE SOUTH LINE OF SAID SECTION 9; THENCE SOUTH 89 DEGREES 36 MINUTES 47 SECONDS EAST

ALONG SAID SOUTH LINE, 171.00 FEET FOR THE PLACE OF BEGINNING; THENCE NORTH 7 DEGREES 30 MINUTES EAST 154.99 FEET TO THE CENTERLINE OF THE AURORA-KANEVILLE ROAD AS IT EXISTED IN 1909; THENCE NORTH 16 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG SAID CENTERLINE, 116.72 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF F.A. ROUTE 64 (ILLINOIS ROUTE 47) AS SHOWN ON THE PLAT OF HIGHWAY RECORDED AS DOCUMENT NO. 1172190; THENCE SOUTH 38 DEGREES 47 MINUTES 48 SECONDS EAST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, 440.55 FEET TO THE NORTHERLY LINE OF SUGAR GROVE CORPORATE CENTER UNIT 2; THENCE NORTH 57 DEGREES 27 MINUTES 07 SECONDS WEST, ALONG SAID NORTHERLY LINE, 142.23 FEET TO THE SOUTH LINE OF SAID SECTION 9; THENCE NORTH 89 DEGREES 36 MINUTES 47 SECONDS WEST, ALONG SAID SOUTH LINE AND THE NORTH LINE OF SAID SUGAR GROVE CORPORATE CENTER UNIT 2, 144.20 FEET TO THE PLACE OF BEGINNING, IN SUGAR GROVE TOWNSHIP, KANE COUNTY, ILLINOIS.

PARCEL 4

PART OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE SOUTH 89 DEGREES 54 MINUTES 09 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 9, 1352.20 FEET TO THE SOUTHWEST CORNER OF HILLSIDE COUNTRY SUBDIVISION NORTH; THENCE NORTH 0 DEGREES 10 MINUTES EAST ALONG THE WEST LINE OF SAID HILLSIDE COUNTRY SUBDIVISION NORTH, 338.47 FEET FOR THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 0 DEGREES 10 MINUTES EAST, ALONG THE EXTENSION OF THE LAST DESCRIBED LINE, 1096.75 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF ILLINOIS STATE ROUTE NO. 47; THENCE SOUTH 39 DEGREES 04 MINUTES 21 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE, 849.45 FEET TO THE NORTHWESTERLY LINE OF SAID HILLSIDE COUNTRY SUBDIVISION NORTH EXTENDED NORTHEASTERLY; THENCE SOUTH 50 DEGREES 55 MINUTES 39 SECONDS WEST, ALONG THE NORTHEASTERLY EXTENSION OF SAID NORTHWESTERLY LINE, AND ALONG SAID NORTHWESTERLY LINE 693.76 FEET TO THE PLACE OF BEGINNING, IN THE TOWNSHIP OF SUGAR GROVE, KANE COUNTY, ILLINOIS.

EXHIBIT D
ALLOWED USES LIST

Permitted Uses (including uses listed as Special Uses in the Sugar Grove Municipal Code that are hereby approved as Permitted Uses under this Development Ordinance):

1. Retail

Antique shops
Appliance sales and service
Art and school supplies
Art galleries
Bakeries in which the manufacture of goods is primarily retailed on the premises
Bicycle sales and repair
Bookstores
Bridal shops
Butcher shops
Camera stores
Candle shops
Candy and confectionary stores
Card shops
Children's apparel shops
China and glassware stores
Christmas shops
Compact disc, cassette tape and phonograph record stores
Computer sales and service
Drug stores and pharmacies, excluding drive-thru
Florist shops
Food stores including grocery, convenience and specialty (coffee, fudge, health)
Furniture Sales
Gift shops
Handmade crafts
Hardware stores
Hearing aid stores
Herb, spices and kitchen specialties
Hobby shops
Ice cream stores and stands
Jewelry stores
Ladies apparel stores
Leather goods and luggage stores
Linen and bath shops
Mail order stores

Men's apparel stores
Millinery and haberdasheries
Musical instrument sales and repairs
Office supply stores
Orthopedic and medical appliance stores
Package liquor sales
Paint and wallpaper stores
Pewter and silver stores
Pottery shops
Sewing machine sales and service
Shoe stores
Special import stores
Sports and card shops
Sporting goods
Tack shops
Tombstone and monument sales (indoor only)
Toy stores
Variety and notion stores (dime stores)
Woodcraft shops
Yarn and needlework shops

2. Business Services

Animal hospital if incidental use to a pet store, provided that no overnight stay of animals are permitted
Artist and design studios
Automobile driving instruction
Beauty and barbershops
Blue print and photocopy shops
Brokerage houses
Business schools
Chambers of commerce
Charitable organizations (only if all activities relating to said use are conducted indoors)
Civic associations
Clothing and costume rental stores
Coin and philatelic sales
Commercial or trade schools (dance studios, music schools or martial arts)
Credit agencies
Data processing centers
Daycare centers and nursery schools
Delicatessens

Dry-cleaning shops
Employment agencies
Furrier shops, storage and conditioning
Gift-wrapping and mailing services
Hotels
Interior decorating shops
Laundries
Locksmiths
Mailing services
Merchants' associations
Newspaper offices
Pet Grooming facilities if an incidental use to a pet store, provided that no overnight stay of animals are permitted
Photocopying and printing
Photographic and art studios
Picture framing
Real estate offices
Recording studio
Restaurant, without drive-through, entertainment or dancing
Security and commodity brokers
Sign contractor
Shoe repair shops
Swimming pool sales and service
Tailor and dressmaking shops
Tire, battery and accessory sales and service (indoor only)
Travel agency
Video rentals

3. Professional Offices

Accounting, auditing and bookkeeping offices
Attorney and law offices
Business and management consultants
Engineering and architectural services
Insurance agencies
Investment companies
Land surveyors
Landscape architects
Professional consultants

4. Medical Offices

Chiropractors' offices

Dentists' offices
Doctors' surgeons' and/or physicians' offices
Ophthalmologists
Opticians

5. Institutional:

Congregate care

Convalescent centers and nursing homes

Special Uses (No entitlement to these Special Uses. Each use is subject to required Village approvals and conditions per all applicable ordinances):

Animal hospital (but permitted if incidental to use as a pet store, provided no overnight stay of animals are permitted)
Automobile Body Shop
Automobile Diagnostic Center
Automobile Gas Station
Automobile Rental Services
Automobile Sales, Rental and Service
Automobile Service and Repair Shops
Banks and Financial Institutions, one only, with or without drive-thru
Building services and supplies
Catering services
Clubs and lodges, private fraternal or religious
Commercial greenhouses
Drug stores and pharmacies, including drive-thru
Electrical and household appliance sales and repair (repair services must be accompanied by sales in order to be permitted hereunder)
Equipment rental and leasing service (indoor only)
Furnace sales and repair
Furniture repair
Game room
General repair shops
Health clubs
Lawn mower repair, with inside storage only
Libraries
Motorcycle sales, service and repair
Nurseries
Pet grooming facilities (but permitted if incidental to use in a pet store, provided no overnight stay of animals permitted)
Physical culture and health services
Plumbing and heating shops
Radio and television: service, repair and studios
Recreation Vehicle Sales
Restaurants with drive-in or drive-through service
Restaurant and eating places with live entertainment or dancing
Snowmobile sales, service & repair
Taverns
Taxidermists
Theaters and auditoriums, indoor only

Tobacco shops

Upholstery shops

Water softening service

Wholesale Direct Selling Establishments (where products are stored and distributed)

Window cleaning firm



STATE OF ILLINOIS

}SS

COUNTY OF KANE

2007K056269

Prepared by:

Steven A. Andersson
Mickey, Wilson, Weiler, Renzi &
Andersson, P.C.
2111 Plum Street, Suite 201
Aurora, IL 60506

SANDY WEGMAN
RECORDER - KANE COUNTY, IL

RECORDED: 5/24/2007 9:23 AM
REC FEE: 65.00
PAGES: 18

Return to after recording:

Village Clerk
Village of Sugar Grove
10 Municipal Drive
Sugar Grove, IL 60554

chg

MAP ATTACHED

Reserved for Recorder's Use

ANNEXATION AGREEMENT
(WHEELER ROAD LLC)

THIS AGREEMENT is made this 15th day of May, 2007, by and between Wheeler Road LLC, hereinafter referred to as "Owner" or "Owners", and the VILLAGE OF SUGAR GROVE, a municipal corporation, Kane County, Illinois, hereinafter referred to as "Village".

WHEREAS, the Owners are the owners of record of certain real property located in unincorporated Kane County, Illinois, which property is legally described on Exhibit A attached hereto and made a part hereof, hereinafter referred to as "Subject Property", which Subject Property contains approximately 6 acres; and, in addition, is the owner of certain property contiguous to the Subject Property which is already annexed to the Village, consisting of approximately 12 acres, which property is legally described on the attached Exhibit B, hereinafter referred to as the "Adjoining Property," the Subject and Adjoining Property being referred to collectively as the "Property"; and

WHEREAS, the permanent tax parcel numbers of the Property are 14-09-300-017 through -023, 14-09-300-028, 14-09-300-031, and 14-09-300-029; and

WHEREAS, the Subject Property is contiguous to the Village and is not included in any other incorporated city or village and is as delineated on Exhibit "C"; and

WHEREAS, the Village and Owners desire to have the Subject Property annexed to the Village in accordance with the terms and conditions of this Agreement, and as provided in the Illinois Municipal Code [65ILCS 5/7-1-1 et seq.]

WHEREAS, the incorporation of the Adjoining Property into this Agreement shall clarify its status as property already annexed into the Village and will enhance the Village's ability to protect itself from possible undesirable or unharmonious use and development of the area; and

WHEREAS, the Owner's desire to have the Property classified as Business (B-3) with the permitted uses as herein provided on attached Exhibit D and subject to all provisions and conditions as herein set forth; and

WHEREAS, the Village, after due and careful consideration, has concluded that the annexation of the Subject Property on the terms and conditions set forth herein will ultimately further the growth of the Village, increase the taxable value of property within the Village, properly and beneficially extend the corporate limits and jurisdiction of the Village, enable the Village to control the development of the area, and otherwise promote the proper growth, general welfare and best interests of the Village, and that an integral part of the consideration for annexing the Subject Property is the extension of binding requirements onto the Property; and

WHEREAS, the Owners, after full consideration, recognize the many advantages to the Owners as a result of including the Subject Property as an integral part of the Sugar Grove Community and binding the Property to the terms of this Agreement; and,

WHEREAS, the Village desires to enter into this Agreement to permit the Village to annex the Subject Property and has, through its Planning Commission and corporate authorities, held all necessary hearings and meetings required by law, after giving due and proper notice of the same, with respect to this Agreement, and shall adopt an ordinance directing and authorizing the President of the Village to execute this Agreement and the Clerk of the Village to attest to this Agreement and affix the corporate seal hereon; and

WHEREAS, if the annexation of the Subject Property is accomplished, the Village will extend its zoning, building, health, police power, and other municipal regulations and ordinances over the Subject Property, thereby protecting the Village from possible undesirable or unharmonious use and development of unincorporated areas surrounding the Village; and

WHEREAS, the corporate authorities of the Village have considered the annexation of the Subject Property and are agreeable to such annexation.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Incorporation of Preamble and Exhibits.** The Preamble to this Agreement and all exhibits referred to in this Agreement are incorporated herein as if fully set forth in this Paragraph 1.

2. **Mutual Agreement.** The Village and Owners, in consideration of the mutual agreements herein contained, the sufficiency of which consideration is hereby acknowledged, agree that, from and after the execution of this Agreement, they will perform or allow to be performed all the covenants and agreements herein contained.

3. **Annexation.**

A. The Owners shall file with the Village Clerk a properly executed Annexation Petition pursuant to this Agreement, covering the Subject Property as described in Exhibit A not later than sixty (60) days after the execution of this Agreement. Subsequent to the approval of this Annexation Agreement, and after proper petition therefore, and contiguity with the corporate limits, the Village shall adopt ordinances annexing the Subject Property to the Village pursuant to the Annexation Petition, and subject to the terms and conditions herein.

B. The Village agrees to do all things necessary or appropriate to carry out the terms of this Agreement and to aid and assist Owner, including the enactment of such resolutions and ordinances and the taking of such other action as may be necessary or desirable to enable the Village and Owner to comply with the terms hereof.

C. No action shall be taken by the Village to annex any part of the Subject Property:

(i) until and unless this Annexation Agreement shall have been validly executed by the parties hereto; and

(ii) unless all of the Subject Property is annexed to the Village at the same time and by the same ordinance, or by separate ordinances concurrently adopted.

D. The Village represents that no fees due for annexation are payable by Owners as a result of the annexation of the Subject Property to the Village pursuant hereto. The Village further represents that no recapture fees are due and payable to any person/entity by Owners as a result of the annexation of the Subject Property to the Village pursuant hereto.

4. **Zoning.** Immediately upon passage of the ordinance annexing the Subject Property to the Village, the corporate authorities of the Village shall adopt an ordinance classifying the Property, subject to all provisions and conditions as set forth herein, as Business (B-3) General Business District with the permitted uses as herein provided on attached Exhibit D.

5. **Sanitary Sewer.**

A. The Village agrees that at such time in the future that development is sought for the Property, and upon payment of any fees as then applicable, to allow connection of the development proposed on the Property to the Village's sanitary sewer lines now owned and/or operated by the Fox Metro Water Reclamation District (hereinafter "Fox Metro").

B. Any connection by the Owners or any developer to any sanitary sewer lines owned and/or operated by Fox Metro shall be in accordance with all applicable ordinances, rules and regulations in effect at such time and enacted by Fox Metro.

C. The Owners have verified that the sanitary sewer lines have been extended to the lot lines of the Property. Nothing herein shall be construed to require the Village to extend sewer lines to, or in, the Property.

6. **Water Distribution System.** The Village agrees, upon development of the Property, and payment of all applicable fees in effect at such time, to allow such development to connect to the Village's water distribution system for domestic consumption and fire protection. The Owners have verified that the water lines have been extended to the lot lines of the Property. Nothing herein shall be construed to require the Village to extend water lines to, or in, the Property.

7. **Plat of Annexation.** The Owner shall prepare and provide a Plat of Annexation of the Subject Property.

8. **Adjoining Property.**

A. The Adjoining Property as legally identified in the attached Exhibit B, shall be bound by the terms and conditions of this Agreement, including, but not limited to, the zoning for said Adjoining Property and Section 9 hereof.

B. The Owner has indicated and does hereby indicate its consent to subjecting the Adjoining Property to the terms and conditions contained herein in exchange for the actions the Village has agreed to undertake under the terms of this Agreement.

9. **Development.** Except to the extent modified herein, all statutes, ordinances, resolutions, rules and regulations of the Village and applicable to the Property from time to time shall remain in full force and effect. Until development is proposed for any part of said Property, the same may be used for farming and agricultural purposes. At the time of any proposed development of any portion of the Property, the Owners and/or developer shall be required to enter into an amendment to this Agreement which shall address all aspects of the development and shall include but not be limited to compliance with any applicable subdivision control ordinance, architectural requirements of the Village, school/park land/cash donation ordinances, impact fees, and any other applicable requirements, rules, regulations or ordinances of the Village.

10. **Miscellaneous.** Any and all billboards shall be removed within 30 days of annexation but Owners shall be permitted to erect multiple signs on the Property advertising its sale and/or development in accordance with Village Ordinances and codes. All overhead utility lines (interior to the Property, along North side of Wheeler Road, and the West Side of Route 47) shall be buried upon development of the Property. All overhead utility lines adjacent to the Property, but not interior to the Property, shall be buried as determined by the Parties' Engineers. All unneeded utility and drainage easements as determined by the Parties shall be vacated prior to development of the Property. A 10' wide utility easement shall be dedicated, at such time as requested by the Village, along the north 1096.75 feet of the western property line for a main water line extension in such exact locations and with such specifications as are determined by the Parties' Engineers. At such time as requested by the Village in such exact locations and with such specifications as are determined by the Parties' Engineers in order to insure that a total of 50 feet North from the centerline of the roadway is dedicated to the Village for Wheeler Road shall be made (Subject to final verification as provided above, a dedication for Wheeler Road of a ten foot right of way along the west 705.06 feet of the southern lot line and 50 foot right of way east of the aforesaid 705.06 feet along the Owner's southern lot line shall be made.). Dedication of a 35 foot right of way for Hampstead Road along the western property line shall be made at such time as requested by the Village in such exact locations and with such specifications as are determined by the Parties' Engineers. All such joint determinations shall not be unreasonably withheld or denied.

11. **Benefit.** This Agreement shall inure to the benefit of and be binding upon the Owners and their successors or assigns, and shall be binding upon the Village and the successor corporate authorities of the Village and any successor municipality.

12. **Recording.** This Agreement shall be recorded in the Office of the Recorder of Kane County.

13. **Term.** The term of this Agreement shall be for twenty (20) years from the date of execution hereof.

14. **Enforceability and Severability.** This Agreement shall be enforceable solely in the 16th Judicial Circuit, Kane County, Illinois by any party hereto by any appropriate action at law or in equity to secure the performance of the covenants herein contained. If any provision of this Agreement is held invalid, such provision shall be deemed to be excised from and the invalidity thereof shall not affect any of the other provisions contained herein.

15. **General Provisions.**

A. From and after the annexation of the Subject Property, the Village shall use its best efforts to provide, on a basis comparable to and not less favorable than that applicable to other areas of the Village, all services (excluding sewer and water) for the Subject Property of the same kind, character and quality which are at any such time provided for other areas of the Village.

B. Any notice of demand hereunder from either party to the other shall be in writing and shall be deemed duly served if mailed by prepaid registered or certified mail, return receipt requested, or personally delivered with evidence of receipt addressed as follows:

TO THE VILLAGE: Village Clerk
Village of Sugar Grove
10 Municipal Drive
Sugar Grove, Illinois 60554

WITH A COPY TO: Steven A. Andersson
Mickey, Wilson, Weiler, Renzi &
Andersson, P.C.
2111 Plum Street, Suite 201,
P.O. Box 787 Aurora, Illinois 60507-0787

TO THE OWNERS: Wheeler Road, LLC
c/o Robert W. Bolz
PO Box 1183
St. Charles IL 60174

WITH A COPY TO: James M. Bolz
McCuaig, Haeger, Bolz & McCarty
895 W. Main Street

or to such address as any party may from time to time designate by notice to the other party.

C. This Agreement may be executed in two or more counterparts, each of which, taken together, shall constitute one and the same instrument.

D. This Agreement in its entirety shall, at the option of Owners, be null and void, and of no force and effect unless the Subject Property is validly annexed to the Village and validly zoned and classified in accordance with and as contemplated by this Agreement.

E. The Village agrees that in the event that Owners and/or developers are unable to proceed with development in a manner approved by the Village by reason of an inability to obtain utility easements over, under, across, or through property now owned by the Village or under the Village's control which may be necessary or appropriate for such development at a cost and on conditions acceptable to Owners and/or developers, the Village shall at the request of Owners and/or developers use, to the full extent permitted by law, its eminent domain power to secure such easements. Prior to commencing such eminent domain (condemnation) action, the Owners and/or developers requesting same shall submit for review and approval by the Village, written documentation demonstrating that the Owners and/or developers have pursued reasonable alternatives for the acquisition of such easements and, further, such Owners and/or developers shall deposit with the Village an amount of funds equal to the anticipated award to be paid in such eminent domain action.

F. During the term of this Agreement, the Village agrees that it will not exercise its powers of Eminent Domain as to any portion of the Property for economic development purposes as defined and authorized in the case of *Kelo v. City of New London*, 125 S.Ct. 2655 (2005).

G. If any provision of this Agreement, or any ordinance adopted pursuant hereto, is found to be in conflict with any other code, ordinance, or regulation of the Village in existence as of the date hereof, then, by executing this Agreement, the Village shall be deemed to have modified any such conflicting code, ordinance, or regulation so as to conform to the provisions hereof as same may otherwise apply to the Property or shall otherwise be interpreted so as not to be in conflict with the provisions hereof.

H. This Agreement constitutes a covenant running with the land composing the Property and shall be binding upon all grantees, successors, and assigns.

I. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

J. The terms and provisions contained herein shall survive the annexation and zoning of the Subject Property to the Village and shall not be merged or expunged by the annexation or zoning of the Subject Property.

K. This Agreement is and shall be deemed and construed to be the joint and collective work product of the Owner and the Village and, as such, this Agreement shall not be construed against either party, as the otherwise purported drafter of same, by any court of competent jurisdiction in order to resolve any inconsistency, ambiguity, vagueness or conflict, if any, in the terms or provisions contained herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

VILLAGE:
THE VILLAGE OF SUGAR GROVE

By: P. Sean Michels
Village President

Attest: Cynthia Welsch
Village Clerk



STATE OF ILLINOIS }
COUNTY OF KANE }SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that P. Sean Michels and Cynthia Welsch, personally known to me to be the Village President and Village Clerk, respectively, of the Village of Sugar Grove, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledge that as such Village President and Village Clerk, they signed and delivered the said instrument as President and Village Clerk caused the corporate seal of said Village to be affixed thereto, pursuant to authority, given by the Village of Sugar Grove Village Trustees as the free and voluntary act and deed of said Village for the uses and purposes set forth.

Given under my hand and official seal, this 17th day of May 2007.

Theresa L. Ferrario
Notary Public

OWNER:
By: Robert W. Bolz
Name: Robert W. Bolz
Its Member

Attest: Patrick A. Molloy



STATE OF ILLINOIS

COUNTY OF KANE }SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Robert W. Bolz and Patrick Molloy personally known to me to be the Members of Wheeler Road, LLC, an Illinois limited liability company, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledge that as such members they signed and delivered the said instrument as the free and voluntary act for the uses and purposes set forth.

Given under my hand and official seal, this 17th day of May, 2007.

Cynthia L. Welsh
Notary Public

**OFFICIAL SEAL
CYNTHIA L. WELSCH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/06/10**

EXHIBIT LIST

- Exhibit "A" LEGAL DESCRIPTION OF SUBJECT PROPERTY
- Exhibit "B" LEGAL DESCRIPTION OF ADJOINING PROPERTY
- Exhibit "C" PLAT OF SURVEY
- Exhibit "D" PERMITTED USES

PARCEL FOUR:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE SOUTH 89 DEGREES 54 MINUTES 09 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 9, 1352.20 FEET TO THE SOUTHWEST CORNER OF HILLSIDE COUNTRY SUBDIVISION NORTH; THENCE NORTH 0 DEGREES 10 MINUTES EAST ALONG THE WEST LINE OF SAID HILLSIDE COUNTRY SUBDIVISION NORTH, 338.47 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 0 DEGREES 10 MINUTES EAST, ALONG THE EXTENSION OF THE LAST DESCRIBED LINE, 1096.75 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF ILLINOIS STATE ROUTE NO. 47; THENCE SOUTH 39 DEGREES 04 MINUTES 21 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE, 849.45 FEET TO THE NORTHWESTERLY LINE OF SAID HILLSIDE COUNTRY SUBDIVISION NORTH EXTENDED NORTHEASTERLY; THENCE SOUTH 50 DEGREES 55 MINUTES 39 SECONDS WEST, ALONG THE NORTHEASTERLY EXTENSION OF SAID NORTHWESTERLY LINE, AND ALONG SAID NORTHWESTERLY LINE 693.76 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF SUGAR GROVE, KANE COUNTY, ILLINOIS.

POOR ORIGINAL
Recorder Not Responsible
For Reproductions

Exhibit A

PARCEL ONE:

LOTE 1 TO 7 BOTH INCLUSIVE IN HILLSIDE COUNTRY SUBDIVISION NORTH, IN THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF SUGAR GROVE, KANE COUNTY, ILLINOIS.

PARCEL TWO: THAT PART OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF HILLSIDE COUNTRY SUBDIVISION NORTH; THENCE SOUTH 89 DEGREES 54 MINUTES 09 SECONDS EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 251.89 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE NORTH 7 DEGREES 22 MINUTES EAST TO THE CENTER LINE OF THE AURORA-KANEVILLE ROAD AS IT EXISTED IN 1909; THENCE NORTHWESTERLY ALONG SAID CENTER LINE TO THE SOUTHERLY LINE OF THE ABANDONED RIGHT OF WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE TO A POINT NORTH 7 DEGREES 22 MINUTES EAST FROM POINT "A" AFORESAID; THENCE NORTH 7 DEGREES 22 MINUTES EAST TO THE SOUTHWESTERLY LINE OF STATE ROUTE 47; THENCE NORTH 39 DEGREES 05 MINUTES 27 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE TO THE NORTHWESTERLY LINE OF HILLSIDE COUNTRY SUBDIVISION NORTH, EXTENDED NORTHEASTERLY; THENCE SOUTH 50 DEGREES 54 MINUTES 33 SECONDS WEST ALONG SAID EXTENDED LINE 546.71 FEET TO THE MOST NORTHERLY CORNER OF SAID SUBDIVISION; THENCE SOUTH 39 DEGREES 05 MINUTES 27 SECONDS EAST 329.21 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 09 SECONDS EAST 305.0 FEET; THENCE SOUTH 0 DEGREES 05 MINUTES 51 SECONDS WEST 240.0 FEET TO THE POINT OF BEGINNING; IN THE TOWNSHIP OF SUGAR GROVE, KANE COUNTY, ILLINOIS.

PARCEL THREE:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 9 AND PART OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 16, THENCE NORTH 89 DEGREES 54 MINUTES 45 SECONDS WEST ALONG THE QUARTER SECTION LINE, 587.0 FEET TO THE EAST LINE OF PREMISES CONVEYED TO MINNIE R. OWENS BY DEED RECORDED MARCH 20, 1912 AS DOCUMENT 122638; THENCE NORTH 0 DEGREES 51 MINUTES 08 SECONDS EAST ALONG THE EAST LINE OF SAID PREMISES, 2643.43 FEET TO THE SOUTH LINE OF SAID SECTION 9; THENCE SOUTH 89 DEGREES 36 MINUTES 47 SECONDS EAST ALONG SAID SOUTH LINE, 171.00 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 7 DEGREES 30 MINUTES EAST 154.99 FEET TO THE CENTER LINE OF THE AURORA-KANEVILLE ROAD AS IT EXISTED IN 1090; THENCE NORTH 16 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG SAID CENTER LINE, 116.72 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF F.A. ROUTE 64 (ILLINOIS ROUTE 47) AS SHOWN ON THE PLT OF HIGHWAY RECORDED AS DOCUMENT NUMBER 1172190; THENCE SOUTH 38 DEGREES 47 MINUTES 48 SECONDS EAST, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 440.55 FEET TO THE NORTHERLY LINE OF SUGAR GROVE CORPORATE CENTER UNIT 2; THENCE NORTH 57 DEGREES 27 MINUTES 07 SECONDS WEST, ALONG SAID NORTHERLY LINE, 142.23 FEET TO THE SOUTH LINE OF SAID SECTION 9; THENCE NORTH 89 DEGREES 36 MINUTES 47 SECONDS WEST ALONG SAID SOUTH LINE AND THE NORTH LINE OF

SAID SUGAR GROVE CORPORATE CENTER UNIT 2, 144.20 FEET TO THE POINT OF BEGINNING, IN SUGAR GROVE TOWNSHIP, KANE COUNTY ILLINOIS.

POOR ORIGINAL
Recorder Not Responsible
For Reproductions

Exhibit B

**EXHIBIT D
ALLOWED USES LIST**

Permitted Uses (including uses listed as Special Uses in the Sugar Grove Municipal Code that are hereby approved as Permitted Uses under this Development Ordinance):

1. Retail

Antique shops
Appliance sales and service
Art and school supplies
Art galleries
Bakeries in which the manufacture of goods is primarily retailed on the premises
Bicycle sales and repair
Bookstores
Bridal shops
Butcher shops
Camera stores
Candle shops
Candy and confectionary stores
Card shops
Children's apparel shops
China and glassware stores
Christmas shops
Compact disc, cassette tape and phonograph record stores
Computer sales and service
Drug stores and pharmacies, excluding drive-thru
Florist shops
Food stores including grocery, convenience and specialty (coffee, fudge, health)
Furniture Sales
Gift shops
Handmade crafts
Hardware stores
Hearing aid stores
Herb, spices and kitchen specialties
Hobby shops
Ice cream stores and stands
Jewelry stores
Ladies apparel stores
Leather goods and luggage stores
Linen and bath shops
Mail order stores

Men's apparel stores
Millinery and haberdasheries
Musical instrument sales and repairs
Office supply stores
Orthopedic and medical appliance stores
Package liquor sales
Paint and wallpaper stores
Pewter and silver stores
Pottery shops
Sewing machine sales and service
Shoe stores
Special import stores
Sports and card shops
Sporting goods
Tack shops
Tombstone and monument sales (indoor only)
Toy stores
Variety and notion stores (dime stores)
Woodcraft shops
Yarn and needlework shops

2. Business Services

Animal hospital if incidental use to a pet store, provided that no overnight stay of animals are permitted
Artist and design studios
Automobile driving instruction
Beauty and barbershops
Blue print and photocopy shops
Brokerage houses
Business schools
Chambers of commerce
Charitable organizations (only if all activities relating to said use are conducted indoors)
Civic associations
Clothing and costume rental stores
Coin and philatelic sales
Commercial or trade schools (dance studios, music schools or martial arts)
Credit agencies
Data processing centers
Daycare centers and nursery schools
Delicatessens

Dry-cleaning shops
Employment agencies
Furrier shops, storage and conditioning
Gift-wrapping and mailing services
Hotels
Interior decorating shops
Laundries
Locksmiths
Mailing services
Merchants' associations
Newspaper offices
Pet Grooming facilities if an incidental use to a pet store, provided that no overnight stay of animals are permitted
Photocopying and printing
Photographic and art studios
Picture framing
Real estate offices
Recording studio
Restaurant, without drive-through, entertainment or dancing
Security and commodity brokers
Sign contractor
Shoe repair shops
Swimming pool sales and service
Tailor and dressmaking shops
Tire, battery and accessory sales and service (indoor only)
Travel agency
Video rentals

3. Professional Offices

Accounting, auditing and bookkeeping offices
Attorney and law offices
Business and management consultants
Engineering and architectural services
Insurance agencies
Investment companies
Land surveyors
Landscape architects
Professional consultants

4. Medical Offices

Chiropractors' offices

Dentists' offices
Doctors' surgeons' and/or physicians' offices
Ophthalmologists
Opticians

Special Uses (No entitlement to these Special Uses. Each use is subject to required Village approvals and conditions per all applicable ordinances):

- Animal hospital (but permitted if incidental to use as a pet store, provided no overnight stay of animals are permitted)
- Automobile Body Shop
- Automobile Diagnostic Center
- Automobile Gas Station
- Automobile Rental Services
- Automobile Sales, Rental and Service
- Automobile Service and Repair Shops
- Banks and Financial Institutions, one only, with or without drive-thru
- Building services and supplies
- Catering services
- Clubs and lodges, private fraternal or religious
- Commercial greenhouses
- Drug stores and pharmacies, including drive-thru
- Electrical and household appliance sales and repair (repair services must be accompanied by sales in order to be permitted hereunder)
- Equipment rental and leasing service (indoor only)
- Furnace sales and repair
- Furniture repair
- Game room
- General repair shops
- Health clubs
- Lawn mower repair, with inside storage only
- Libraries
- Motorcycle sales, service and repair
- Nurseries
- Pet grooming facilities (but permitted if incidental to use in a pet store, provided no overnight stay of animals permitted)
- Physical culture and health services
- Plumbing and heating shops
- Radio and television: service, repair and studios
- Recreation Vehicle Sales
- Restaurants with drive-in or drive-through service
- Restaurant and eating places with live entertainment or dancing
- Snowmobile sales, service & repair
- Taverns
- Taxidermists
- Theaters and auditoriums, indoor only

Tobacco shops

Upholstery shops

Water softening service

Wholesale Direct Selling Establishments (where products are stored and distributed)

Window cleaning firm

SMITH ENGINEERING CONSULTANTS, INC.
CIVIL/STRUCTURAL ENGINEERS AND SURVEYORS

759 JOHN STREET
YORKVILLE, ILLINOIS 60560
PH: 630-553-7650 FAX: 630-553-7646
www.smithengineering.com E-MAIL: sec@smithengineering.com
#MCENRY #HUNTER #YORKVILLE
ILLINOIS PROFESSIONAL DESIGN FIRM # 184-00108

ALTA/ACSM LAND TITLE SURVEY

OF PART SECTIONS 9 AND 16, TWP. 38 N.,
R. 7 E., SUGAR GROVE TWP., KANE COUNTY,
ILLINOIS

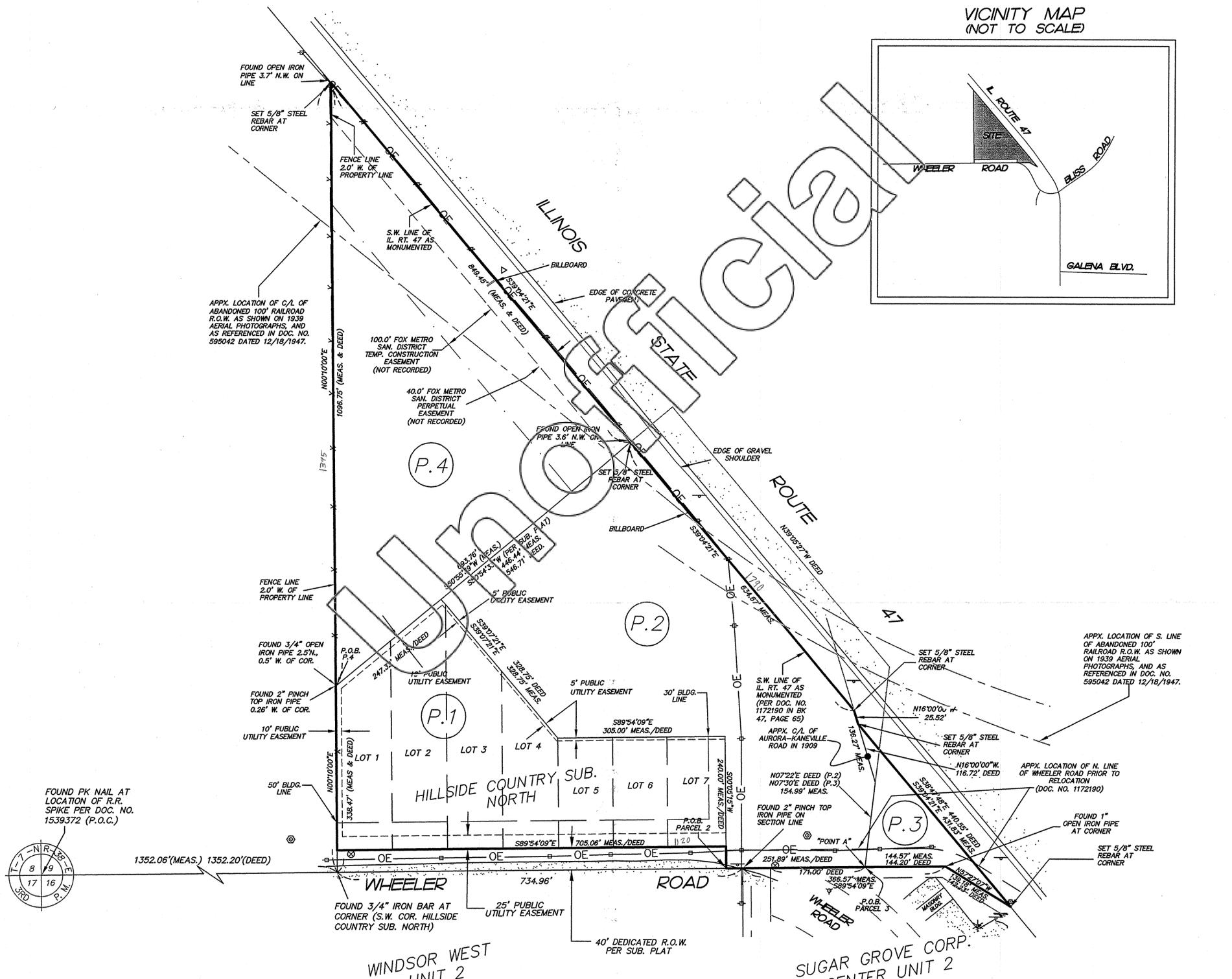
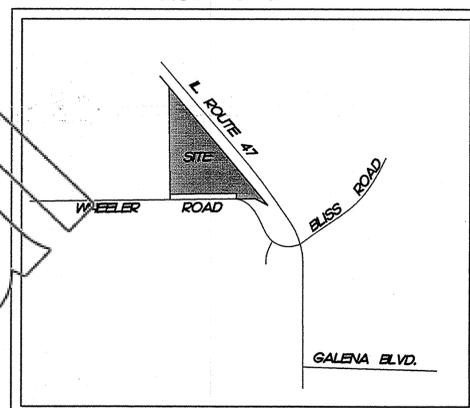


2007K056269

SANDY WEGMAN
RECORDER - KANE COUNTY, IL
RECORDED: 5/24/2007 9:23 AM
REC FEE: 65.00
PAGES: 18

COMP FILE: 050520 rev 121905.DWG
PLOT FILE: STANDARD
VIEW: Layout1

VICINITY MAP
(NOT TO SCALE)



PARCEL ONE: LOTS 1 TO 7 BOTH INCLUSIVE IN HILLSIDE COUNTRY SUBDIVISION NORTH, IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF SUGAR GROVE, KANE COUNTY, ILLINOIS.

PARCEL TWO: THAT PART OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF HILLSIDE COUNTRY SUBDIVISION NORTH; THENCE SOUTH 89 DEGREES 54 MINUTES 09 SECONDS EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER 291.89 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE NORTH 7 DEGREES 22 MINUTES EAST TO THE CENTER LINE OF THE AURORA-KANEVILLE ROAD AS IT EXISTED IN 1909; THENCE NORTHWESTERLY ALONG SAID CENTER LINE TO THE SOUTHERLY LINE OF THE ABANDONED RIGHT OF WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE TO A POINT NORTH 7 DEGREES 22 MINUTES EAST FROM POINT "A" AFORESAID; THENCE NORTH 7 DEGREES 22 MINUTES EAST TO THE SOUTHWESTERLY LINE OF STATE ROUTE 47; THENCE NORTH 39 DEGREES 05 MINUTES 27 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE TO THE NORTHWESTERLY LINE OF HILLSIDE COUNTRY SUBDIVISION NORTH, EXTENDED NORTHEASTERLY; THENCE SOUTH 50 DEGREES 54 MINUTES 33 SECONDS WEST ALONG SAID EXTENDED LINE 546.71 FEET TO THE MOST NORTHERLY CORNER OF SAID SUBDIVISION; THENCE SOUTH 39 DEGREES 05 MINUTES 27 SECONDS EAST 328.21 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 09 SECONDS EAST 305.00 FEET; THENCE SOUTH 0 DEGREES 05 MINUTES 51 SECONDS WEST 240.00 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF SUGAR GROVE, KANE COUNTY, ILLINOIS.

PARCEL THREE: THAT PART OF THE SOUTHWEST QUARTER OF SECTION 9 AND PART OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 16; THENCE NORTH 89 DEGREES 54 MINUTES 45 SECONDS WEST ALONG THE QUARTER SECTION LINE 587.00 FEET TO THE EAST LINE OF PREMISES CONVEYED TO MINNE R. OWENS BY DEED RECORDED MARCH 20, 1912 AS DOCUMENT 122828; THENCE NORTH 0 DEGREES 51 MINUTES 09 SECONDS EAST ALONG THE EAST LINE OF SAID PREMISES 284.43 FEET TO THE SOUTH LINE OF SAID SECTION 9; THENCE SOUTH 89 DEGREES 36 MINUTES 47 SECONDS EAST ALONG SAID SOUTH LINE, 171.00 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 7 DEGREES 30 MINUTES EAST 154.99 FEET TO THE CENTER LINE OF THE AURORA-KANEVILLE ROAD AS IT EXISTED IN 1909; THENCE NORTH 16 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID CENTER LINE, 116.72 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF F.A. ROUTE 64 (ILLINOIS RT. 47) AS SHOWN ON THE PLAT OF HIGHWAY RECORDED AS DOCUMENT NO. 1172190; THENCE SOUTH 38 DEGREES 47 MINUTES 48 SECONDS EAST ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 440.63 FEET TO THE NORTHERLY LINE OF SUGAR GROVE CORPORATE CENTER UNIT 2; THENCE NORTH 57 DEGREES 27 MINUTES 07 SECONDS WEST, ALONG SAID NORTHERLY LINE, 142.23 FEET TO THE SOUTH LINE OF SAID SECTION 9; THENCE NORTH 89 DEGREES 36 MINUTES 47 SECONDS WEST ALONG SAID SOUTH LINE AND THE NORTH LINE OF SAID SUGAR GROVE CORPORATE CENTER UNIT 2, 144.20 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF SUGAR GROVE, KANE COUNTY, ILLINOIS.

PARCEL FOUR: THAT PART OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE NORTH 89 DEGREES 54 MINUTES 09 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 9, 1352.20 FEET TO THE SOUTHWEST CORNER OF HILLSIDE COUNTRY SUBDIVISION NORTH; THENCE NORTH 0 DEGREES 10 MINUTES EAST, ALONG THE WEST LINE OF SAID HILLSIDE COUNTRY SUBDIVISION NORTH, 338.47 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 0 DEGREES 10 MINUTES EAST, ALONG THE EXTENSION OF THE LAST DESCRIBED LINE, 1096.75 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF ILLINOIS STATE ROUTE NO. 47; THENCE SOUTH 39 DEGREES 04 MINUTES 21 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE, 845.45 FEET TO THE NORTHWESTERLY LINE OF SAID HILLSIDE COUNTRY SUBDIVISION NORTH EXTENDED NORTHEASTERLY; THENCE SOUTH 50 DEGREES 55 MINUTES 39 SECONDS WEST, ALONG THE NORTHEASTERLY EXTENSION OF SAID NORTHWESTERLY LINE, AND ALONG SAID NORTHWESTERLY LINE, 693.76 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF SUGAR GROVE, KANE COUNTY, ILLINOIS.

PARCEL LIES IN "ZONE X (UNSHADED)" - AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.

PARCELS CONTAIN 18.61 TOTAL ACRES OF LAND MORE OR LESS

FIELD WORK COMPLETED 07/22/2005

PER CHICAGO TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE NO. 1410 000546592 KA - EFFECTIVE DATE 6/02/2005, PERTINENT SCHEDULE B EXCEPTION DETAILS:

15. - SHOWN HEREON
16. - NO VISIBLE STREAMS CROSS THE SUBJECT PROPERTY
17. - SHOWN HEREON
18. - SHOWN HEREON
19. - SHOWN HEREON
20. - LIES WITHIN CURRENT RIGHT OF WAY AS SHOWN HEREON.
21. - PER DOCUMENT NO. 1096606, THIS WOULD AFFECT PARCEL 3 ONLY. SUBJECT EASEMENT DOCUMENT REFERS TO THE NORTH HALF OF WHEELER ROAD, AND SAID DOCUMENT WAS RECORDED 8/28/1967. WHEELER ROAD WAS RELOCATED SUBSEQUENT TO THIS EASEMENT, SO THE LOCATION OF SAID EASEMENT IS UNCERTAIN.
22. - PER DOCUMENT NO. 91K10216, THIS WOULD AFFECT PARCEL 3 ONLY. SUBJECT EASEMENT DOCUMENT REFERS TO THE NORTH HALF OF WHEELER ROAD, AND SAID DOCUMENT WAS RECORDED 3/8/1991. WHEELER ROAD WAS RELOCATED PREVIOUS TO THIS EASEMENT, SO THE LOCATION OF SAID EASEMENT IS UNCERTAIN.
23. - LIES WITHIN CURRENT RIGHT OF WAY AS SHOWN HEREON.
24. - LIES WITHIN CURRENT RIGHT OF WAY AS SHOWN HEREON.
25. - SHOWN HEREON AS THE CURRENT MONUMENTED RIGHT OF WAY.
26. - SHOWN HEREON AS THE CURRENT MONUMENTED RIGHT OF WAY.

NOTE: Only those Building Line Restrictions or Easements shown on a Recorded Subdivision Plat are shown hereon unless the description ordered to be surveyed contains a proper description of the required building lines or easements.
* No distance should be assumed by scaling.
* No underground improvements have been located unless shown and noted.
* No representation as to ownership, use, or possession should be hereon implied.
* This Survey and Plat of Survey are void without original embossed or red colored seal and signature affixed.
* This professional service conforms to the current Illinois minimum standards for a boundary survey and was performed for:

Moser Enterprises
Compare your description and site markings with this plat and

To: Wheeler Road, LLC - an Illinois Limited Liability Company, Chicago Title Insurance Company and Old Second National Bank:

This is to certify that this map or plat and the survey on which it is based were made in accordance with "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA, ACSM and NSPS in 1999, and includes Items 1, 2, 3, 4, 8, 10 and 11A of Table A thereof. Pursuant to the Accuracy Standards as adopted by ALTA, NSPS, and ACSM and in effect on the date of this certification, undersigned further certifies that proper field procedures, instrumentation and adequate survey personnel were employed in order to achieve results comparable to those outlined in the Minimum Angle, Distance and Closure Requirements for Surveying Measurements Which Control Land Boundaries for ALTA/ACSM Land Title Surveys.

Date: August 29, 2005
(signed) [Signature]
Illinois Professional Land Surveyor No. 33595

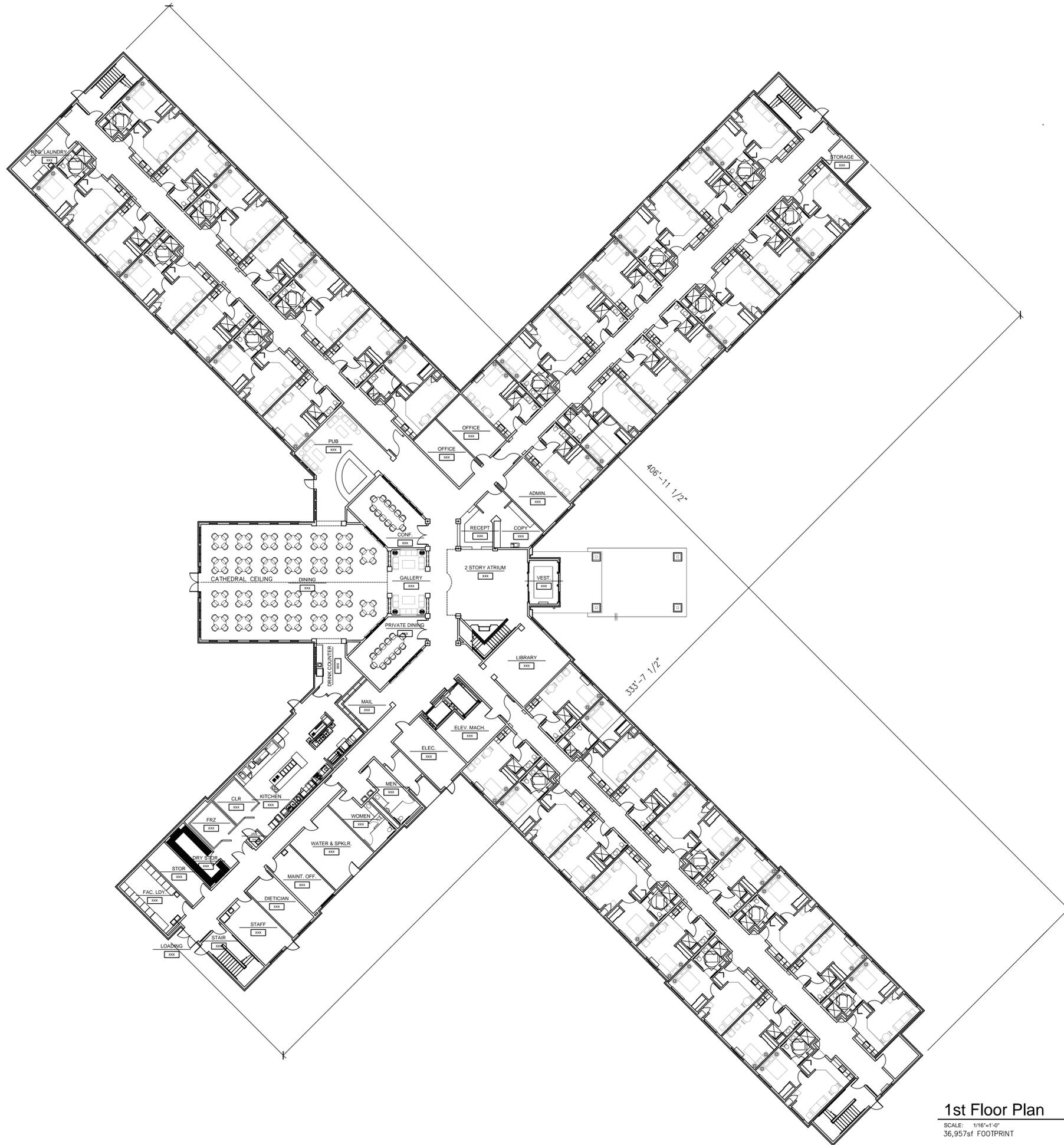
- = REGULATORY SIGN
- ⊗ = WATER VALVE
- ▽ = HYDRANT
- * = LIGHT POLE
- ⊙ = SANITARY SEWER MANHOLE
- = UTILITY POLE
- ▷ = FLARED END SECTION
- X = EXISTING WIRE FENCE
- OE— = OVERHEAD UTILITY WIRES

ALTA/ACSM
LAND TITLE SURVEY

OF PART OF SECTIONS 9 & 16,
SUGAR GROVE TWP., KANE COUNTY, ILLINOIS

| REVISIONS | DRAWN BY: | DATE: | PROJECT NO. |
|-----------|-----------|--------------|---------------|
| 1. CLD | 9/08/05 | 7/22/05 | 050520 |
| 2. CLD | 11/23/05 | DESIGNED BY: | HORIZ. SCALE: |
| 3. CLD | 12/17/05 | | 1"=100' |

SHEET NO.



LOT ACREAGE
 Total 18.64 Acres
 Phase 1 B3 40,000 sf Min. Lot Area
 7.89 Acres Actual
 343,638 sf Actual
 42% of Total Area
 Phase 2 B3 40,000 sf Min. Lot Area
 10.75 Acres Actual
 468,467 sf Actual
 58% of Total Area

MAXIMUM LOT COVERAGE
 Phase 1 2.99 Acres
 38% Impervious
 Phase 2 2.83 Acres
 26% Impervious

GREEN SPACE
 Phase 1 4.9 Acres
 62% Green Space
 Phase 2 7.92 Acres
 74% Green Space

DENSITY
 Phase 1 Assisted Living
 150 Resident Units
 19 Units/Acre
 Skilled Nursing
 150 Resident Beds
 14 Beds/Acre
 Phase 2

BUILDING AREAS
 Phase 1 104,440 sf
 Phase 2 56,500 sf

FAR
 Phase 1 .30
 Phase 2 .12

STRUCTURE HEIGHT
 Phase 1 35' Maximum to Mean Roof Height
 3 Story Maximum
 37'-6" Actual to Mean Roof Height
 3 Story Actual
 Phase 2 35' Maximum to Mean Roof Height
 3 Story Maximum
 26'-6" Actual to Mean Roof Height
 2 Story Actual

OFFSTREET PARKING
 Phase 1 Required - 88 spaces
 Actual - 103 Parking Spaces
 5 of which are Accessible
 9'x18' Typ. Spaces
 Phase 2 Required - 88 spaces
 Actual - 92 Parking Spaces
 4 of which are Accessible
 9'x18' Typ. Spaces

Fire Lanes 26' Wide
 Loading Zones 12'x60' Typ.
 Drive Aisles 24' Min.



| ISSUED | DATE |
|--------------|--------|
| FOR APPROVAL | 1/5/12 |
| FOR PERMIT | |
| FOR BID | |
| FOR CONST. | |

| REVISIONS | DATE |
|------------------|--------|
| 1 Village 3-9-12 | 4-9-12 |
| 2 | |
| 3 | |

PROJECT: Hampstead Court
 Route 47 & Wheeler Road
 Sugar Grove, Illinois 60554

CLIENT: Sugar Grove Care Partners, LLC
 P.O. Box 1183
 Sugar Grove, Illinois 60554

JOB NO. 09-012
 DATE 11-15-2011
 FILE AS1
 PLOT SCALE 1:1

OWNER APPROVAL

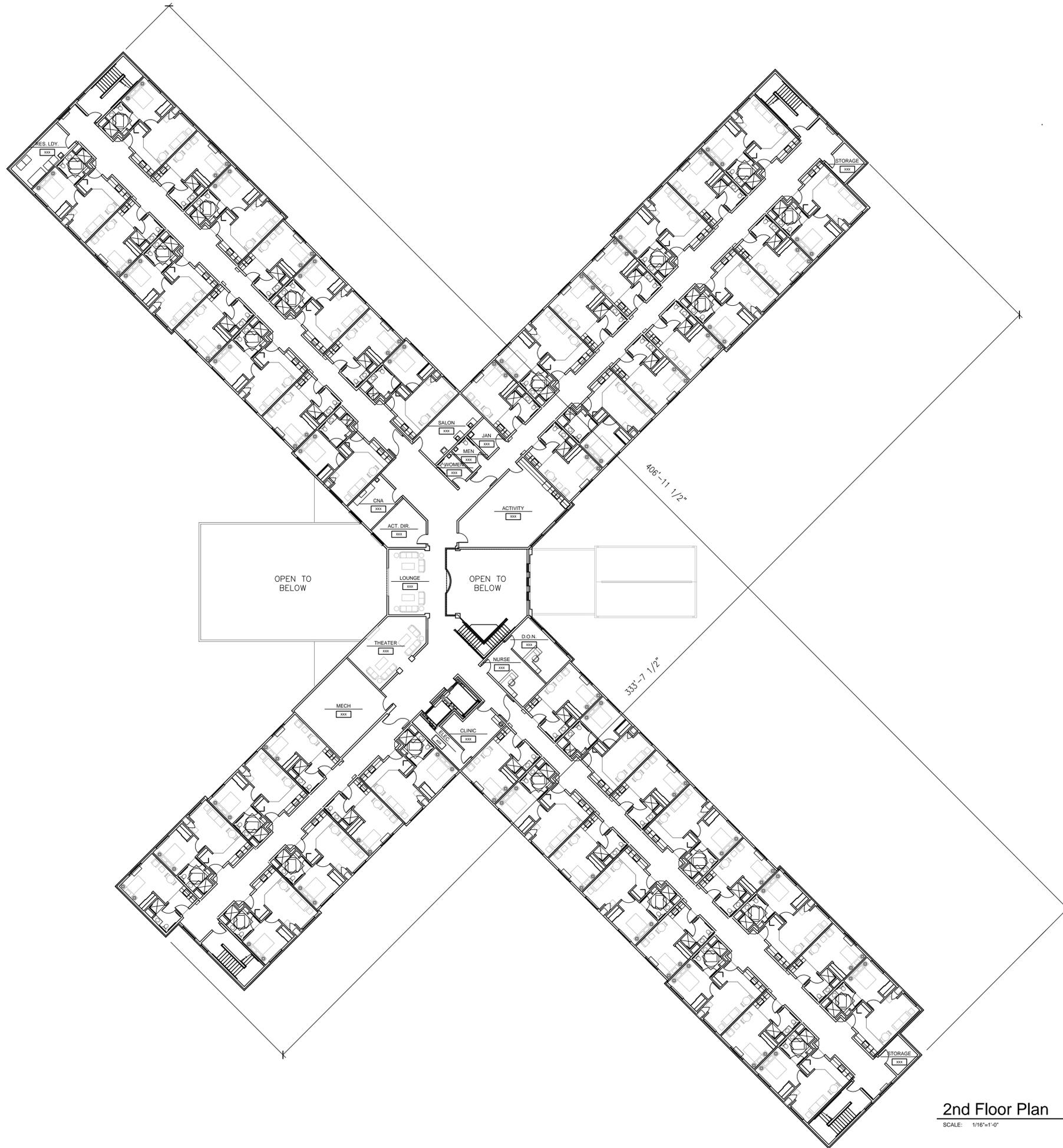
Signature _____
 Date _____

SHEET TITLE
 FINAL PHASE 1
 1st FLOOR PLAN

SHEET NUMBER
A2

1st Floor Plan
 SCALE: 1/16"=1'-0"
 36,957sf FOOTPRINT





LOT ACREAGE
 Total 18.64 Acres
 Phase 1 83 40,000 sf Min. Lot Area
 7.89 Acres Actual
 343,638 sf Actual
 42% of Total Area
 Phase 2 83 40,000 sf Min. Lot Area
 10.75 Acres Actual
 468,467 sf Actual
 58% of Total Area

MAXIMUM LOT COVERAGE
 Phase 1 2.99 Acres
 38% Impervious
 Phase 2 2.83 Acres
 26% Impervious

GREEN SPACE
 Phase 1 4.9 Acres
 62% Green Space
 Phase 2 7.92 Acres
 74% Green Space

DENSITY
 Phase 1 Assisted Living
 150 Resident Units
 19 Units/Acre
 Phase 2 Skilled Nursing
 150 Resident Beds
 14 Beds/Acre

BUILDING AREAS
 Phase 1 104,440 sf
 Phase 2 56,500 sf

FAR
 Phase 1 .30
 Phase 2 .12

STRUCTURE HEIGHT
 Phase 1 35' Maximum to Mean Roof Height
 3 Story Maximum
 37'-6" Actual to Mean Roof Height
 3 Story Actual
 Phase 2 35' Maximum to Mean Roof Height
 3 Story Maximum
 26'-6" Actual to Mean Roof Height
 2 Story Actual

OFFSTREET PARKING
 Phase 1 Required - 88 spaces
 Actual - 103 Parking Spaces
 5 of which are Accessible
 9'x18' Typ. Spaces
 Phase 2 Required - 88 spaces
 Actual - 92 Parking Spaces
 4 of which are Accessible
 9'x18' Typ. Spaces

Fire Lanes 26' Wide
 Loading Zones 12'x60' Typ.
 Drive Aisles 24' Min.



**GLEASON
ARCHITECTS, P.C.**
 769 Heartland Drive, Unit A
 Sugar Grove, Illinois 60554
 Phone: 630-466-8740
 Fax: 630-466-8760
 E-mail: th@gleasonarchitectpc.com

THESE DRAWINGS, INCLUDING ALL DESIGNS, DETAILS, SPECIFICATIONS AND INFORMATION, ARE THE SOLE PROPERTY AND COPYRIGHT OF GLEASON ARCHITECTS, P.C. AND ARE FOR USE ON THIS SPECIFIC PROJECT AND SHALL NOT BE USED ON ANY OTHER WORK WITHOUT THE AGREEMENT AND WRITTEN PERMISSION OF GLEASON ARCHITECTS, P.C.

| ISSUED | DATE |
|--------------|--------|
| FOR APPROVAL | 1/5/12 |
| FOR PERMIT | |
| FOR BID | |
| FOR CONST. | |

| REVISIONS | DATE |
|------------------|--------|
| 1 Village 3-9-12 | 4-9-12 |
| 2 | |
| 3 | |

PROJECT:
 Hampstead Court
 Route 47 & Wheeler Road
 Sugar Grove, Illinois 60554

CLIENT:
 Sugar Grove Care Partners, LLC
 P.O. Box 1183
 Sugar Grove, Illinois 60554

JOB NO. 09-012
 DATE 11-15-2011
 FILE AS1
 PLOT SCALE 1:1

OWNER APPROVAL

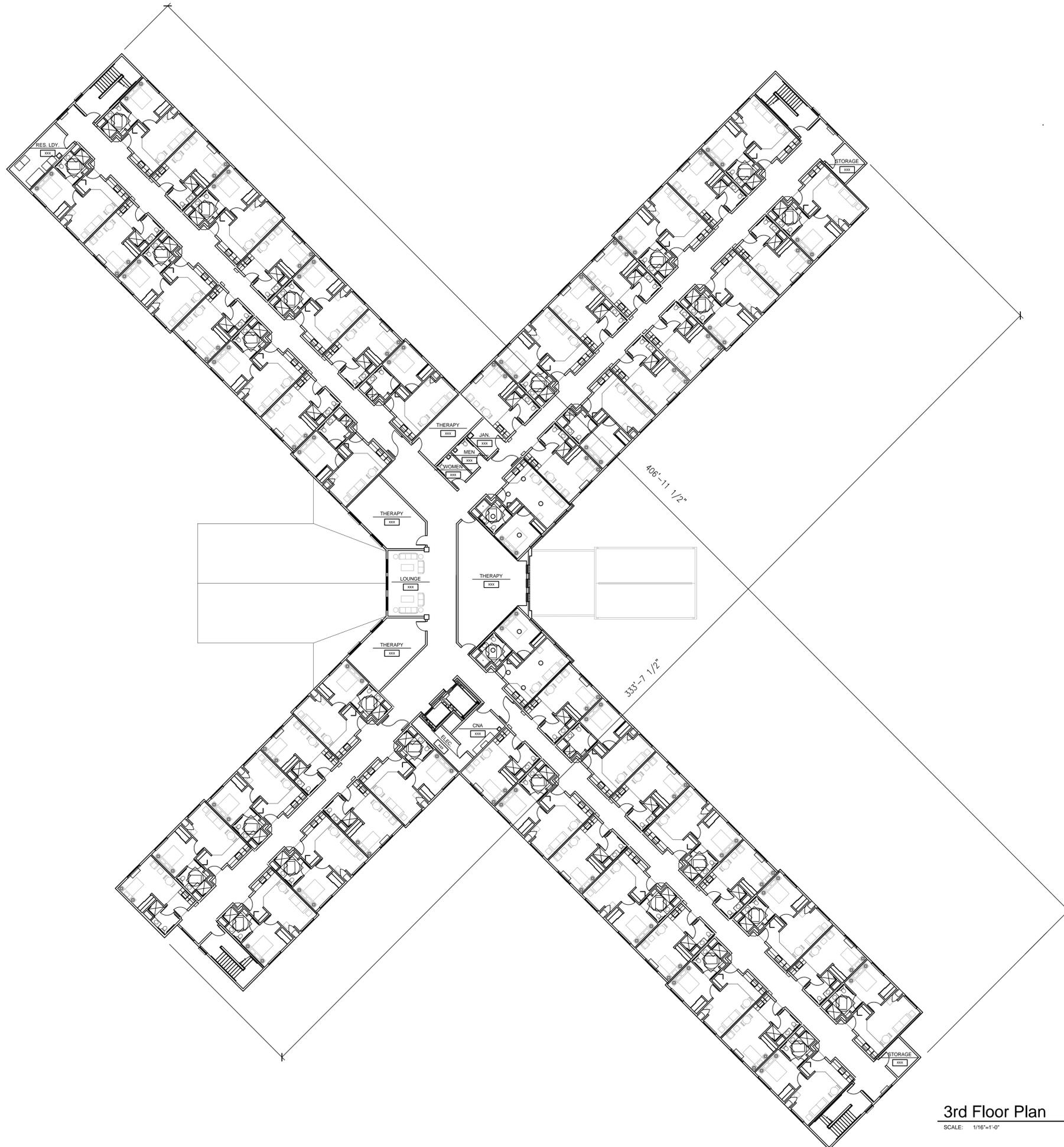
Signature _____
 Date _____

SHEET TITLE
 FINAL PHASE 1
 2nd FLOOR PLAN

SHEET NUMBER
A3

2nd Floor Plan
 SCALE: 1/16"=1'-0"





LOT ACREAGE

| | |
|---------|--|
| Total | 18.64 Acres |
| Phase 1 | B3 40,000 sf Min. Lot Area 7.89 Acres Actual 343,638 sf Actual 42% of Total Area |
| Phase 2 | B3 40,000 sf Min. Lot Area 10.75 Acres Actual 468,467 sf Actual 58% of Total Area |

MAXIMUM LOT COVERAGE

| | |
|---------|------------------------------|
| Phase 1 | 2.99 Acres 38% Impervious |
| Phase 2 | 2.83 Acres 26% Impervious |

GREEN SPACE

| | |
|---------|-------------------------------|
| Phase 1 | 4.9 Acres 62% Green Space |
| Phase 2 | 7.92 Acres 74% Green Space |

DENSITY

| | |
|---------|--|
| Phase 1 | Assisted Living 150 Resident Units 19 Units/Acre |
| Phase 2 | Skilled Nursing 150 Resident Beds 14 Beds/Acre |

BUILDING AREAS

| | |
|---------|------------|
| Phase 1 | 104,440 sf |
| Phase 2 | 56,500 sf |

FAR

| | |
|---------|-----|
| Phase 1 | .30 |
| Phase 2 | .12 |

STRUCTURE HEIGHT

| | |
|---------|---|
| Phase 1 | 35' Maximum to Mean Roof Height 3 Story Maximum 37'-6" Actual to Mean Roof Height 3 Story Actual |
| Phase 2 | 35' Maximum to Mean Roof Height 3 Story Maximum 26'-6" Actual to Mean Roof Height 2 Story Actual |

OFFSTREET PARKING

| | |
|---------|--|
| Phase 1 | Required - 88 spaces Actual - 103 Parking Spaces 5 of which are Accessible 9'x18' Typ. Spaces |
| Phase 2 | Required - 88 spaces Actual - 92 Parking Spaces 4 of which are Accessible 9'x18' Typ. Spaces |

Fire Lanes 26' Wide
Loading Zones 12'x60' Typ.
Drive Aisles 24' Min.

GLEASON ARCHITECTS, P.C.
769 Heartland Drive, Unit A
Sugar Grove, Illinois 60554
Phone: 630-466-8740
Fax: 630-466-8760
E-mail: th@gleasonarchitectpc.com

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| ISSUED | DATE |
|--------------|--------|
| FOR APPROVAL | 1/5/12 |
| FOR PERMIT | |
| FOR BID | |
| FOR CONST. | |

| REVISIONS | DATE |
|------------------|--------|
| 1 Village 3-9-12 | 4-9-12 |
| 2 | |
| 3 | |

PROJECT: Hampstead Court
Route 47 & Wheeler Road
Sugar Grove, Illinois 60554

CLIENT: Sugar Grove Care Partners, LLC
P.O. Box 1183
Sugar Grove, Illinois 60554

JOB NO. 09-012
DATE 11-15-2011
FILE AS1
PLOT SCALE 1:1

OWNER APPROVAL

Signature _____
Date _____

SHEET TITLE
FINAL PHASE 1
3rd FLOOR PLAN

SHEET NUMBER
A4

3rd Floor Plan
SCALE: 1/16"=1'-0"





GLEASON ARCHITECTS, P.C.

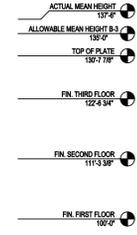
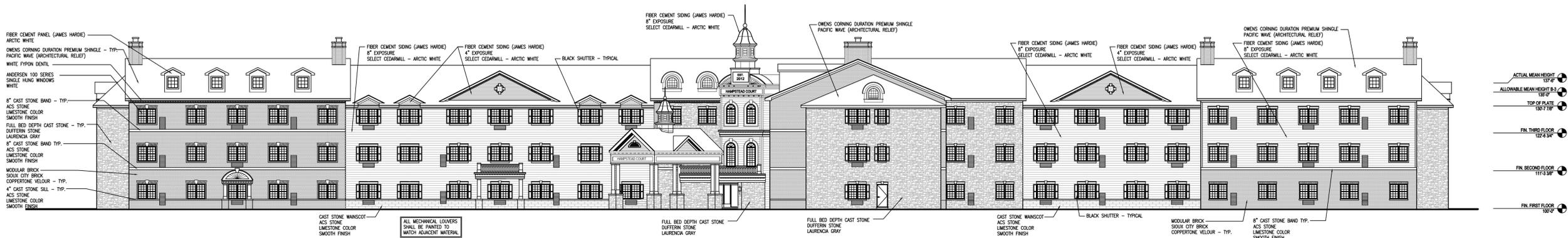
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| REVISIONS | DATE |
|------------------|--------|
| 1 Village 3-9-12 | 4-9-12 |
| 2 | |
| 3 | |



NORTHEAST ELEVATION

SCALE: 1/16"=1'-0"

LOT ACREAGE

| | |
|---------|--|
| Total | 18.64 Acres |
| Phase 1 | 83 40,000 sf Min. Lot Area 7.89 Acres Actual 343,638 sf Actual 42% of Total Area |
| Phase 2 | 83 40,000 sf Min. Lot Area 10.75 Acres Actual 468,467 sf Actual 58% of Total Area |

MAXIMUM LOT COVERAGE

| | |
|---------|------------------------------|
| Phase 1 | 2.99 Acres 38% Impervious |
| Phase 2 | 2.83 Acres 26% Impervious |

GREEN SPACE

| | |
|---------|-------------------------------|
| Phase 1 | 4.9 Acres 62% Green Space |
| Phase 2 | 7.92 Acres 74% Green Space |

DENSITY

| | |
|---------|--|
| Phase 1 | Assisted Living 150 Resident Units 19 Units/Acre Skilled Nursing 150 Resident Beds 14 Beds/Acre |
| Phase 2 | |

BUILDING AREAS

| | |
|---------|------------|
| Phase 1 | 104,440 sf |
| Phase 2 | 56,500 sf |

FAR

| | |
|---------|-----|
| Phase 1 | .30 |
| Phase 2 | .12 |

STRUCTURE HEIGHT

| | |
|---------|---|
| Phase 1 | 35' Maximum to Mean Roof Height 3 Story Maximum 37'-6" Actual to Mean Roof Height 3 Story Actual |
| Phase 2 | 35' Maximum to Mean Roof Height 3 Story Maximum 26'-6" Actual to Mean Roof Height 2 Story Actual |

OFFSTREET PARKING

| | |
|---------|--|
| Phase 1 | Required - 88 spaces Actual - 103 Parking Spaces 5 of which are Accessible 9'x18' Typ. Spaces |
| Phase 2 | Required - 88 spaces Actual - 92 Parking Spaces 4 of which are Accessible 9'x18' Typ. Spaces |

Fire Lanes 26' Wide
Loading Zones 12'x60' Typ.
Drive Aisles 24' Min.

PROJECT: Hampstead Court
 Route 47 & Wheeler Road
 Sugar Grove, Illinois 60554
CLIENT: Sugar Grove Care Partners, LLC
 P.O. Box 1183
 Sugar Grove, Illinois 60554

JOB NO. 09-012
DATE 11-15-2011
FILE AS1
PLOT SCALE 1:1

OWNER APPROVAL

Signature _____
Date _____

SHEET TITLE
FINAL PHASE 1
ELEVATIONS

SHEET NUMBER
A1



SOUTHEAST ELEVATION

SCALE: 1/16"=1'-0"



NORTHWEST ELEVATION

SCALE: 1/16"=1'-0"



SOUTHWEST ELEVATION

SCALE: 1/16"=1'-0"



GLEASON ARCHITECTS, P.C.

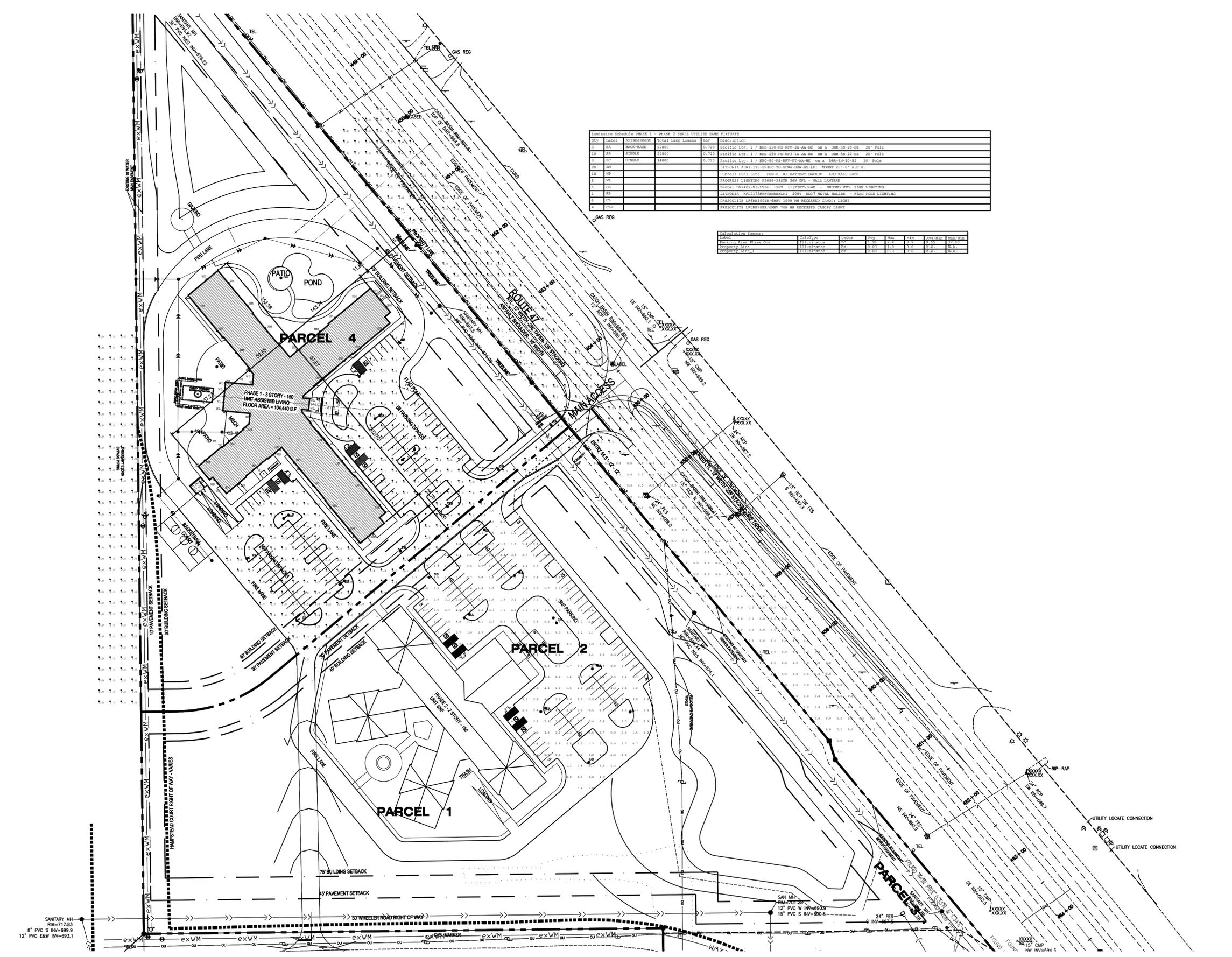
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| FOR APPROVAL | 1/5/12 |
| FOR PERMIT | |
| FOR BID | |
| FOR CONST. | |

| REVISIONS | DATE |
|------------------|--------|
| 1 Village 3-9-12 | 4-9-12 |
| 2 | |
| 3 | |



| QTY | Label | Arrangement | Total Lamp Lumens | IES | Description |
|-----|-------|-------------|-------------------|-------|--|
| 1 | SA | BACK-BACK | 22000 | 0.720 | Pacific Std. 2 / HSB-250-90-RV-2A-AA-BB on a DBB-58-20-80 20' Pole |
| 10 | SB | STRIPLE | 22000 | 0.720 | Pacific Std. 1 / HSB-250-90-RV-1A-AA-BB on a DBB-58-20-80 20' Pole |
| 10 | SC | STRIPLE | 14000 | 0.720 | Pacific Std. 1 / HSB-250-90-RV-1A-AA-BB on a DBB-58-20-80 20' Pole |
| 1 | SM | | | | LITONIA A64-175-SR60-TB-S04W-R08-01-1-1-1 W/ 2' x 4' x 2' |
| 1 | SP | | | | Subbell Dual Lite 200-2' W/ BATTERY BACKUP LED WALL PACK |
| 1 | SL | | | | PROGRESS LIGHTING P568-33278 5W CFL - WALL LAMP/ERN |
| 1 | SD | | | | Shubbe RP4402-88-LV96 120W (112875/646) GROUND MTD. STOM LIGHTING |
| 1 | SE | | | | LITONIA A64-175-SR60-TB-S04W-R08-01-1-1-1 W/ 2' x 4' x 2' |
| 1 | CL | | | | PROSCOLITE LP6000ES/DRV 150W HI BAY/CEILING LIGHT |
| 1 | CLC | | | | PROSCOLITE LP6000ES/DRV 150W HI BAY/CEILING LIGHT |

| Utilization Category | Category | Rate | Foot |
|----------------------|------------|------|------|------|------|------|------|------|------|
| Building Area | Footcandle | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 |
| Open Area | Footcandle | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 |
| Open Area | Footcandle | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 |

PHOTOMETRIC

SCALE: NTS



PROJECT: **Hampstead Court**
Route 47 & Wheeler Road
Sugar Grove, Illinois 60554

CLIENT: **Sugar Grove Care Partners, LLC**
P.O. Box 1183
Sugar Grove, Illinois 60554

JOB NO. 09-012
 DATE 11-15-2011
 FILE AS1
 PLOT SCALE 1:1

OWNER APPROVAL

Signature _____
 Date _____

SHEET TITLE
**PRELIMINARY
 PHOTOMETRIC**

SHEET NUMBER
PH

**NOTICE OF PUBLIC HEARING
ON ANNEXATION
AGREEMENT
SUGAR GROVE
VILLAGE BOARD
SUGAR GROVE, ILLINOIS**

On May 1, 2012, at 6:00 p.m., a public hearing will be held by the President and Board of Trustees of the Village of Sugar Grove in the Sugar Grove Village Hall, 10 Municipal Drive, Sugar Grove, Illinois, for the purpose of considering and hearing testimony as to an ordinance authorizing the execution of an amendment to an Annexation Agreement in regard to a tract of property comprising approximately 18.64 acres of land (Molloy Bolz Property) located between State Route 47 and Wheeler Road, east of Hampstead Drive, with no known address, and consists of the following parcel identification numbers:

14-09-300-050
14-09-300-051

A copy of the proposed Annexation Agreement is on file with the Village.

You are further notified that the proposed Annexation Agreement may be changed, altered, modified, amended, or redrafted in its entirety after the public hearing.

All interested parties are invited to attend the public hearing and will be given an opportunity to be heard.

If you have questions regarding this petition, you may direct them to the Community Development Department office at (630) 466-8954 x36. This petition will be on file in the Community Development Department office:

601 N. Heartland Drive
Sugar Grove, Illinois 60554
By order of the Corporate Authorities of the Village of Sugar Grove, Kane County, Illinois.
Cindy Welsch, Village Clerk
286890 Pub: April 16, 2012

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: RICH YOUNG, COMMUNITY DEVELOPMENT DIRECTOR
MIKE FERENCAK, VILLAGE PLANNER
SUBJECT: PUBLIC HEARING: MOLLOY BOLZ ANNEXATION AGREEMENT
1ST AMENDMENT
AGENDA: MAY 1, 2012 REGULAR VILLAGE BOARD MEETING
DATE: APRIL 27, 2012

ISSUE

Shall the Board hold a public hearing to consider an amendment to the Annexation Agreement for the Molloy Bolz Property (Wheeler Road, LLC), located along the west side of State Route 47, north of Wheeler Road.

DISCUSSION

The Annexation Agreement for this property was approved on May 15, 2007 and requires that the owner / developer come back to the Village for an Annexation Agreement amendment as well as for approvals for any proposed development or non-agricultural use of the property at the time development is proposed.

All development issues are essentially being handled through the proposed Planned Unit Development for the site. However, the Annexation Agreement still needs to be considered for amendment for two reasons:

- 1) The applicant is requesting that all overhead utility lines on or near the property not be required to be buried upon initial development of the property.
- 2) The applicant is requesting to add “congregate care” and “convalescent centers and nursing homes” as permitted uses on the land bound by the agreement.

No discussion is planned. These items may be discussed as part of the Hampstead Court item on the agenda. However the public hearing shall be opened, comments received, and the public hearing may be closed. The existing

Annexation Agreement and the draft Annexation Agreement amendment are attached.

COSTS

The public hearing notice will be paid for by the developer.

RECOMMENDATION

That public comment is taken on the draft Annexation Agreement amendment and the public hearing is then closed for the Molloy Bolz Property.

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: RICHARD YOUNG, COMMUNITY DEVELOPMENT DIRECTOR
MIKE FERENCAK, VILLAGE PLANNER
SUBJECT: DISCUSSION: ANNEXATION AGREEMENT AMENDMENT,
PRELIMINARY PUD, AND PRELIMINARY & FINAL PLAT FOR A
PROPOSED INSTITUTIONAL DEVELOPMENT, AS WELL AS A
FINAL PUD FOR AN ASSISTED LIVING FACILITY IN THE B-3
REGIONAL BUSINESS DISTRICT LOCATED BETWEEN STATE
ROUTE 47 AND WHEELER ROAD
AGENDA: MAY 1, 2012 REGULAR VILLAGE BOARD MEETING
DATE: APRIL 27, 2012

ISSUE

Should the Village Board consider amending the text of the Molloy Bolz Annexation Agreement to modify the requirement that all overhead utility lines on or near the property be buried upon development of the property and amend Exhibit D of the Annexation Agreement to add “congregate care” and “convalescent centers and nursing homes” as permitted uses on the land bound by the Agreement.

Should the Village Board consider approving a Preliminary PUD and Preliminary / Final Plat of two lots for a proposed institutional development to be called Hampstead Court, as well as a Final PUD for one lot for an assisted living facility on land located between State Route 47 and Wheeler Road.

DISCUSSION

A full background is not included in this report. Prior report(s) are available upon request.

The item was briefly reviewed at the Committee of the Whole meeting on April 17, 2012. The focus of that meeting was to make the Committee familiar with the project in advance of developer presentation and full discussion at the May 1, 2012 meeting.

The previous report highlighted the handful of conditions generated by staff that had been recommended for modification by the Plan Commission. It did not discuss the other remaining conditions as the Plan Commission agreed with staff's recommendations, and it is believed that the developer finds them acceptable. Acceptance of the conditions will be verified as updated plans are received.

During the brief discussion at the April 17 COTW meeting, there appeared to be preliminary consensus regarding the handful of conditions that were recommended for modification by the Plan Commission and other facets of the plan.

- The Committee was in agreement with the bicycle path routing via Wheeler Road and Hampstead Drive rather than Route 47.
- No objections were heard to including bicycle racks in the plan.
- The Committee agreed with staff that an easement should be reserved along Route 47 in case of a future bicycle path in that location.
- The Committee agreed with the clarification of the wording on the condition regarding vehicular access to Wheeler Road.
- No objections were heard to including a new condition regarding the timing of the installation of Hampstead Drive.
- The Committee stated that they would prefer using the Village's decorative residential streetlights in the parking lot of this site. Please note that all existing installations of these in Village rights-of-way are high pressure sodium. CD staff confirmed with PW staff that these are available in metal halide for the parking lot.
- The Committee agreed with the concept of a bike path cash-in-lieu fund that could be created for this and other projects. Staff is in the process of determining the appropriate fee.
- The Committee asked for the size of the average unit. The facility would include 150 units. There would be 72 units at 330 square feet and 78 units at 528 square feet. This results in an average unit size of 433 square feet.

While we await complete full-size plan sets, staff is providing PDFs of the sheets that were previously provided to the Committee in 11" x 17" format. The Committee may look at these closer on a computer with the "Zoom" tool in Adobe Acrobat Reader. Should anyone want paper copies please contact the Village Clerk.

The following were previously provided:

1. Minutes of the March 21, 2012 Plan Commission Meeting (n/a)
2. Staff Report to the March 21, 2012 Plan Commission
3. Area Map
4. EEI Preliminary Review Letter dated February 24, 2012
5. Plans to provided April 17, 2012

COSTS

There is no direct cost associated with this proposal. All costs will be paid for by the petitioner.

RECOMMENDATION

That the Board discuss the Annexation Agreement Amendment, Preliminary PUD, Final PUD for Lot 1, and Preliminary / Final Plat requests in preparation for the next meeting on May 15, 2012.



GLEASON ARCHITECTS, P.C.

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Sugar Grove, Illinois 60554
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Fax: 630-466-8760

E-mail: thgleason@gleasonarchitectpc.com

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LOT ACREAGE

| | |
|---------|--|
| Total | 18.64 Acres |
| Phase 1 | B3 40,000 sf Min. Lot Area 7.89 Acres Actual 343,638 sf Actual 42% of Total Area |
| Phase 2 | B3 40,000 sf Min. Lot Area 10.75 Acres Actual 468,467 sf Actual 58% of Total Area |

MAXIMUM LOT COVERAGE

| | |
|---------|------------------------------|
| Phase 1 | 2.99 Acres 38% Impervious |
| Phase 2 | 2.83 Acres 26% Impervious |

GREEN SPACE

| | |
|---------|-------------------------------|
| Phase 1 | 4.9 Acres 62% Green Space |
| Phase 2 | 7.92 Acres 74% Green Space |

DENSITY

| | |
|---------|---|
| Phase 1 | Assisted Living 150 Resident Units 19 Units/Acre Skilled Nursing |
| Phase 2 | 150 Resident Beds 14 Beds/Acre |

BUILDING AREAS

| | |
|---------|------------|
| Phase 1 | 104,440 sf |
| Phase 2 | 56,500 sf |

FAR

| | |
|---------|-----|
| Phase 1 | .30 |
| Phase 2 | .12 |

STRUCTURE HEIGHT

| | |
|---------|---|
| Phase 1 | 35' Maximum to Mean Roof Height 3 Story Maximum 37'-6" Actual to Mean Roof Height 3 Story Actual |
| Phase 2 | 35' Maximum to Mean Roof Height 3 Story Maximum 26'-6" Actual to Mean Roof Height 2 Story Actual |

OFFSTREET PARKING

| | |
|---------|--|
| Phase 1 | Required - 88 spaces Actual - 103 Parking Spaces 5 of which are Accessible 9'x18' Typ. Spaces |
| Phase 2 | Required - 88 spaces Actual - 92 Parking Spaces 4 of which are Accessible 9'x18' Typ. Spaces |

Fire Lanes 26' Wide
Loading Zones 12'x60' Typ.
Drive Aisles 24' Min.

ISSUED DATE

| | |
|--------------|--------|
| FOR APPROVAL | 1/5/12 |
| FOR PERMIT | |
| FOR BID | |
| FOR CONST. | |

REVISIONS DATE

| | | |
|---|----------------|--------|
| 1 | Village 3-9-12 | 4-9-12 |
| 2 | | |
| 3 | | |

PROJECT: Hampstead Court
Route 47 & Wheeler Road
Sugar Grove, Illinois 60554

CLIENT: Sugar Grove Care Partners, LLC
P.O. Box 1103
Sugar Grove, Illinois 60554

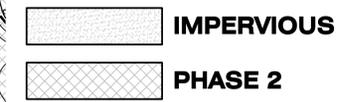
JOB NO. 09-012
DATE 11-15-2011
FILE AS1
PLOT SCALE 1:1

OWNER APPROVAL

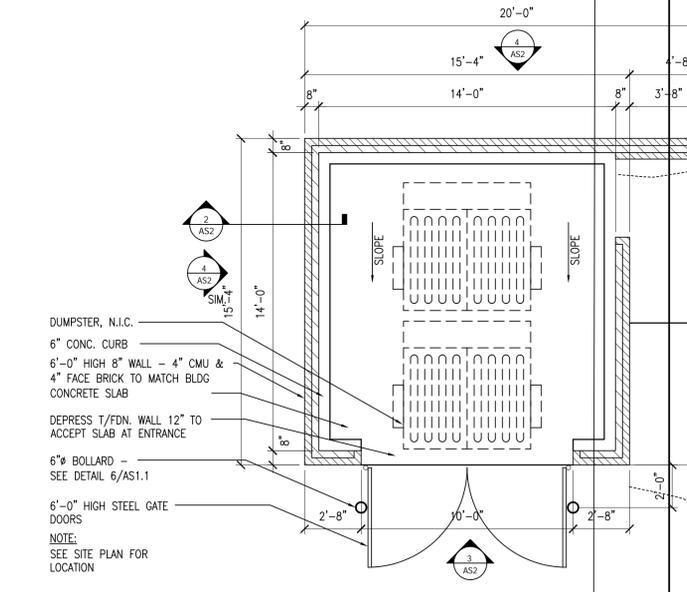
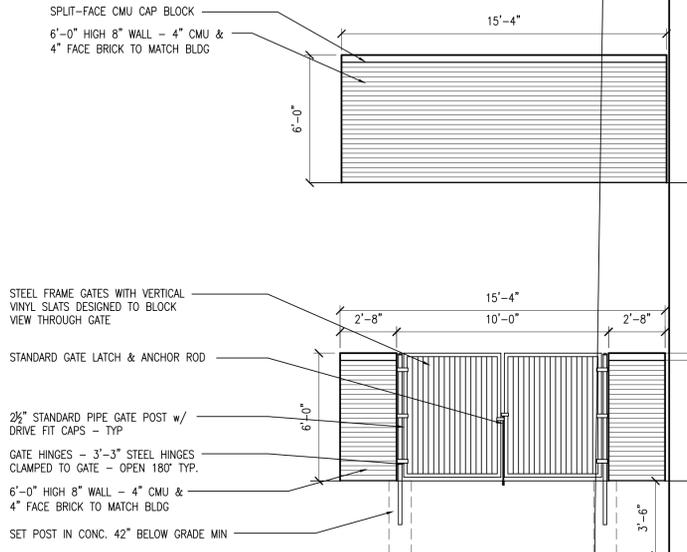
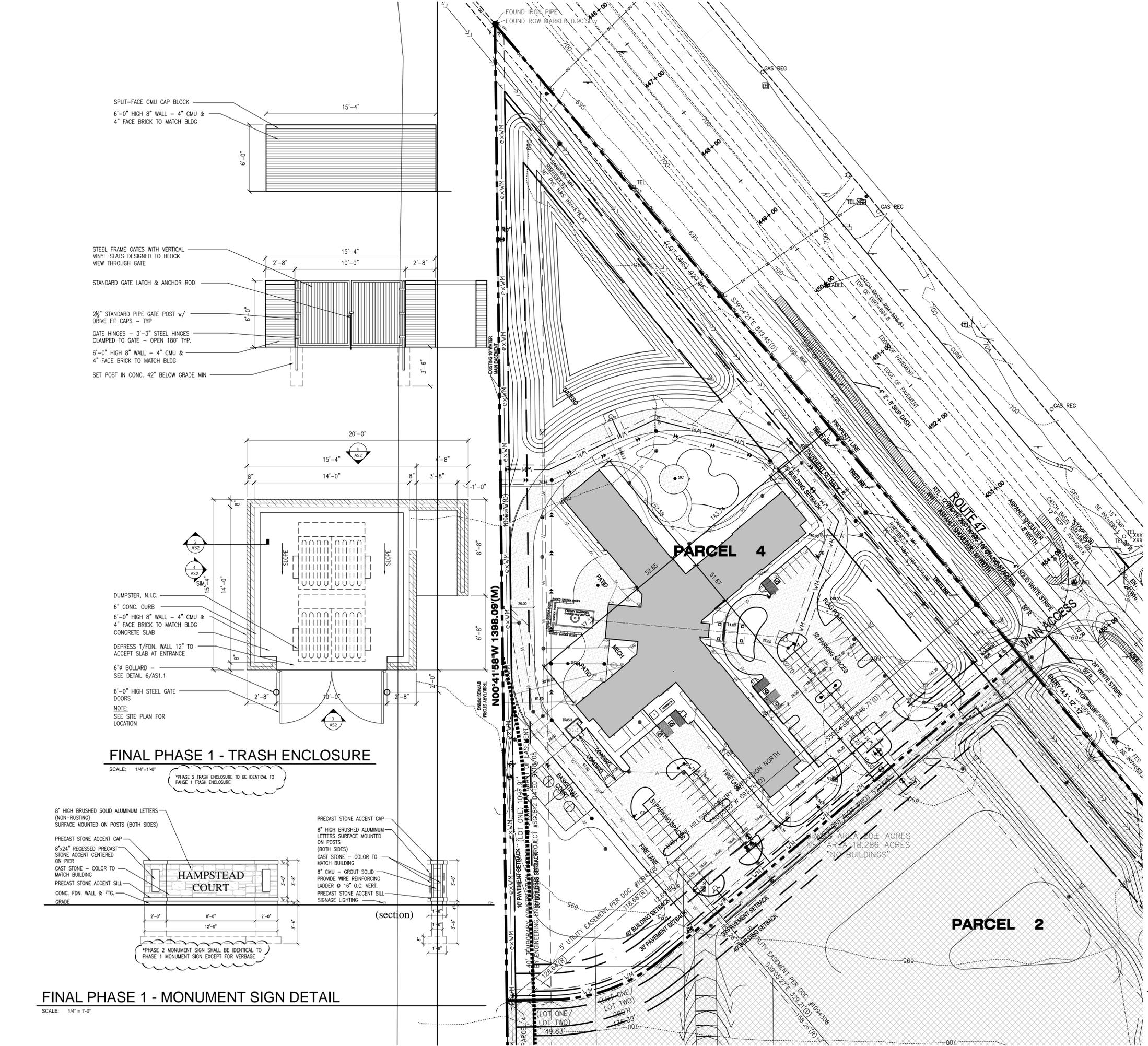
Signature _____
Date _____

SHEET TITLE
FINAL - PHASE 1
ARCHITECTURAL
SITE PLAN

SHEET NUMBER
AS2

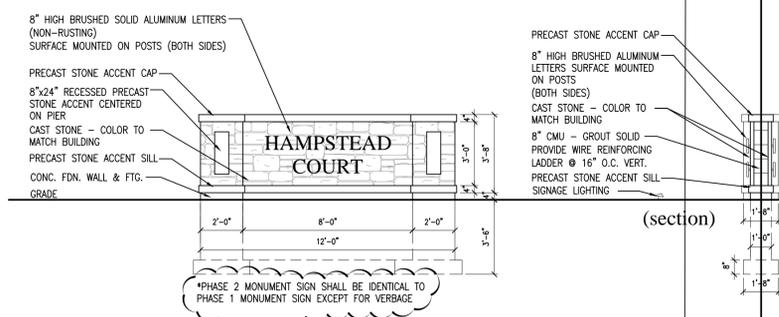


FINAL PHASE 1 SITE PLAN
SCALE: 1/50



FINAL PHASE 1 - TRASH ENCLOSURE
SCALE: 1/4"=1'-0"

*PHASE 2 TRASH ENCLOSURE TO BE IDENTICAL TO PHASE 1 TRASH ENCLOSURE



(section)

*PHASE 2 MONUMENT SIGN SHALL BE IDENTICAL TO PHASE 1 MONUMENT SIGN EXCEPT FOR VERBAGE

FINAL PHASE 1 - MONUMENT SIGN DETAIL
SCALE: 1/4"=1'-0"



**PROCLAMATION
MOTORCYCLE AWARENESS MONTH
MAY 2012**

WHEREAS, motorcycle riding is a popular form of recreation and transportation for thousands of people across the state and nation; and

WHEREAS, motorcycles are a common and economical means of transportation that reduces fuel consumption and road wear, and contributes in a significant way to the relief of traffic and parking congestion; and

WHEREAS, the National Highway Traffic Safety Administration and the Motorcycle Safety Foundation have named May as Motorcycle Safety Awareness Month; and

WHEREAS, states and motorcycle organizations across this country will be conducting a variety of activities to promote the importance of motorist awareness and safely sharing the road with motorcycles; and

WHEREAS, the Village of Sugar Grove, wishes to promote the safety campaign of the National Highway Traffic Safety Administration in their effort to ensure the safety and well being of all.

WHEREAS, it is especially important that the citizens of Sugar Grove and the State of Illinois be aware of motorcycles on the streets and highways and recognize the importance of motorcycle safety; and

WHEREAS, all highway users should unite in the safe sharing of roadways throughout the Village of Sugar Grove, Kane County and Illinois.

NOW, THEREFORE, I, P. Sean Michels, Village President of the Village of Sugar Grove, do hereby proclaim the month of May 2012 as **MOTORCYCLE SAFETY AWARENESS MONTH** and urge all motor vehicle operators to join in this effort to keep our highways safe.

Passed 1st day of May, 2012

President, P. Sean Michels

Trustee, Robert E. Bohler

Trustee, Kevin M. Geary

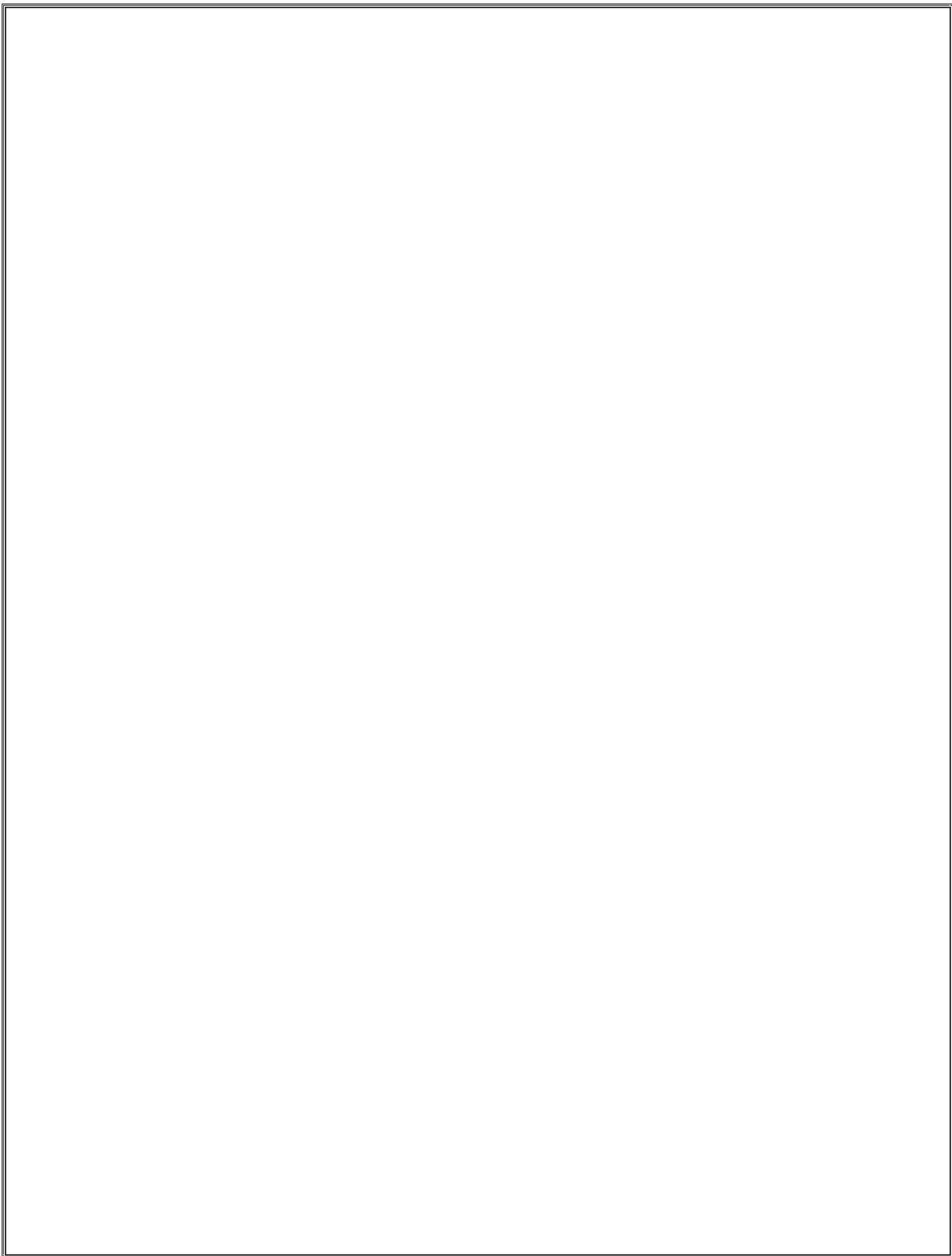
Trustee, Mari Johnson

Trustee, Rick Montalto

Trustee, David Paluch

Trustee Thomas Renk

Attest: _____
Village Clerk, Cynthia L. Galbreath





Proclamation

May 13 through May 19, 2012 National Police Week

May 15, 2012 Peace Officers' Memorial Day

WHEREAS, the members of the law enforcement agency of the Village of Sugar Grove play an important role in safeguarding the rights and freedoms of the citizens of our community; and

WHEREAS, it is important that all citizens know and understand the problems, duties and responsibilities of their police department, and that members of our department recognize their duty to serve the people by safeguarding life and property, protecting them against violence or disorder, and protecting the innocent against deception and the weak against oppression or intimidation; and

WHEREAS, our police department has grown to be a modern and scientific law enforcement agency which unceasingly provides a vital public service;

THEREFORE, I, President P. Sean Michels and the Trustees of the Village of Sugar Grove urge our citizens to join in commemorating law enforcement officers, past and present, who by their faithful and loyal devotion to their communities, have established for themselves the rights and security of all citizens.

*NOW, THEREFORE, I, P. Sean Michels, President of the Board of the Trustees of the Village of Sugar Grove, Kane County, Illinois, do hereby proclaim the week of **May 13 through May 19, 2012** as **National Police Week** and **May 15, 2012** as **Peace Officers' Memorial Day** in the Village of Sugar Grove Sugar Grove. .*

Passed this 1st day of May, 2012

President, P. Sean Michels

Trustee, Robert E. Bohler

Trustee, Kevin M. Geary

Trustee, Mari Johnson

Trustee, Rick Montalto

Trustee, David Paluch

Trustee Thomas Renk

Village Clerk, Cynthia L. Galbreath



PROCLAMATION NATIONAL PUBLIC WORKS WEEK

WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways and public buildings; and

WHEREAS, the health, safety and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design and construction, is vitally dependent upon the efforts and skill of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform, and

WHEREAS, this year's theme, "Public Works: Creating a Lasting Impression", speaks to the never-ending effort of public works professionals to use sustainable solutions to bring their communities the highest possible quality of life within a framework of environmental, social and economic responsibility.

*THEREFORE, I, P. Sean Michels, President of the Village of Sugar Grove, do hereby proclaim the week of **May 20, 2012 through May 26, 2012** as*

NATIONAL PUBLIC WORKS WEEK

in the Village of Sugar Grove, and I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

Passed 1st day of May, 2012

President, P. Sean Michels

Trustee, Robert E. Bohler

Trustee, Kevin M. Geary

Trustee, Mari Johnson

Trustee, Rick Montalto

Trustee, David Paluch

Trustee Thomas Renk

Attest: _____



Proclamation

Work Zone and Roadway Safety

Whereas, highway construction work and repairs to roadways must be done while they are open to traffic putting both motorist and workers at risk every day; and

Whereas, workers diligently continue to improve, rebuild and maintain roadways so that motorists can safely and efficiently travel; and

Whereas, in 2011, twenty-four people died in work zones accidents; and

Whereas, accidents can be prevented by setting aside distractions, using extra caution, reducing speed, and giving a work zone undivided attention when motoring; and

Whereas, the Village of Sugar Grove is dedicated to insuring the safety in work zones for workers, motorists, passengers, bicyclists, and pedestrians; and

Whereas, the Federal Highway Administration kicked off the 2012 roadway construction season with their annual "National Work Zone Awareness" on April 23, 2012; and

Whereas, the Village of Sugar Grove urges all motorists to continue to recognize the responsibility that comes with driving a motor vehicle and the importance of maintaining safe and smart driving habits during the construction season and at all times when operating a motor vehicle; and

Whereas, the Village of Sugar Grove asks motorist to obey the posted speed limits, remain attentive and watch for lane changes and closures to "Embrace the Orange" cones, signs, and barrels; and

Whereas, the Village of Sugar Grove reminds motorist that the use of cell phones in a construction or school zone is prohibited, that sending, reading, or composing an electronic message is prohibited at all times, and that motorist are required to slow down and changes lanes, if possible, when approaching an emergency, construction, or maintenance vehicle that is stationary and displaying flashing, red, blue, white or amber lights.

NOW THEREFORE, the Village of Sugar Grove does hereby resolve to promote roadway safety and call upon all motorists to acquaint themselves with the rules of the road, to remain alert and vigilant when motoring, and to recognize the contributions of those who work in construction zones as they work to maintain and enhance our highways and roadways.

Passed this 1st day of May, 2012

President, P. Sean Michels

Trustee, Robert E. Bohler

Trustee, Kevin M. Geary

Trustee, Mari Johnson

Trustee, Rick Montalto

Trustee, David Paluch

Trustee Thomas Renk

Village Clerk, Cynthia L. Galbreath