

ITEM RES 2015-6405

VILLAGE OF DOWNERS GROVE
Report for the Village Council Meeting
9/8/2015

| | |
|--|---|
| SUBJECT: | SUBMITTED BY: |
| Final Plat of Subdivision at 2801 Ogden Avenue & Subdivision Improvement Agreement | Stanley J. Popovich, AICP Planning Manager |

SYNOPSIS

A resolution has been prepared to resubdivide the subject property's seven existing lots into two new lots. Additionally, a separate resolution has been prepared to authorize the execution of a subdivision improvement agreement with the property owners at 2801 Ogden Avenue.

STRATEGIC PLAN ALIGNMENT

The goals for 2011-2018 include *Exceptional Municipal Services*.

FISCAL IMPACT

N/A

UPDATE & RECOMMENDATION

This item was discussed at the September 1, 2015 Village Council meeting. Staff recommends approval on the September 8, 2015 Active Agenda.

BACKGROUND

The applicant is requesting approval of the Final Plat of Subdivision to resubdivide seven vacant existing lots into two new lots. One lot (3.3 acres), owned by the Alter Group, will be marketed for commercial development. The second lot (14.8 acres), owned by the Downers Grove Park District, will have wetland and park uses. The subject property is located at the southeast corner of Ogden and Walnut Avenues and is currently zoned O-R-M, Office-Research-Manufacturing.

There are no plans for development on either lot at this time. As such, the property owners will be entering into a Subdivision Improvement Agreement with the Village for public improvements. The applicants will be responsible for installing public improvements when development plans are presented for either lot.

Compliance with the Subdivision Ordinance

The proposal meets the Subdivision Ordinance requirements for lot area and depth as shown in the chart below:

| 2801 Ogden Ave. Subdivision | Lot Width (req. 100 ft.) | Lot Depth (req. 140 ft.) | Lot Area (req. 20,000 sq. ft.) |
|--|-------------------------------------|-------------------------------------|---|
| Lot 1 | 390 feet | 469 ft. | 145,634 sq. ft. (3.3 acres) |
| Lot 2 | 709 feet | 835 ft. | 644,766 sq. ft. (14.8 acres) |

There are no exceptions being requested with this petition.

Compliance with the Zoning Ordinance

The subject property is currently zoned O-R-M, Office-Research-Manufacturing. The two new lots comply with the minimum lot area (20,000 square feet) requirement per Section 3.030 of the Zoning Ordinance. Any future development will have to comply with the Zoning Ordinance.

Public Improvements

There are no public improvements associated with this petition. The property owners will be responsible for installing public improvements at the time when development occurs as outlined in the Subdivision Improvement Agreement.

Compliance with the Comprehensive Plan

The Comprehensive Plan identifies this site as Catalyst Site #23. The future development of Lot 1 will meet the goal of enhancing the Ogden Avenue corridor. Lot 2, now owned by the park district, will satisfy the goal to continue enhancing the recreational opportunities provided to residents and visitors. This petition is consistent with the Comprehensive Plan.

Public Comment

One resident stated her support for the Downers Grove Park District purchasing Lot 2. However, she was concerned about new development and that this area is prone to flooding. She also addressed concerns about wildlife habitat and protecting the existing trees.

ATTACHMENTS

Subdivision Improvement Agreement Resolution
Agreement

Staff Report with attachments dated August 3, 2015

Minutes of the Plan Commission Hearing dated August 3, 2015

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING EXECUTION OF A
SUBDIVISION IMPROVEMENT AGREEMENT
BETWEEN THE VILLAGE OF DOWNERS GROVE,
TAG LAND DGS LLC AND THE DOWNERS GROVE PARK DISTRICT
(OGDEN & WALNUT RESUBDIVISION)**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Subdivision Improvement Agreement (the "Agreement"), between the Village of Downers Grove ("Village"), TAG Land DGS LLC and the Downers Grove Park District ("Owner" and "Developer") for improvements to the Ogden & Walnut Resubdivision, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Mayor and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____

Village Clerk

THIS INSTRUMENT PREPARED BY
AND RETURN TO:



THE ABOVE SPACE FOR RECORDER'S USE

VILLAGE OF DOWNERS GROVE
SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of September, 2015, by and between the VILLAGE OF DOWNERS GROVE, an Illinois municipal corporation ("Village"), TAG Land DGS LLC and Downers Grove Park District ("Owner" and "Developer").

W I T N E S S E T H

WHEREAS, the Village is a body politic and corporate, duly organized and existing under the laws of the State of Illinois; and

WHEREAS, the Village may exercise any power and perform any function pertaining to its government by virtue of 65 ILCS 5/1-1 *et seq.*; and

WHEREAS, the Village is a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution and pursuant to said section, may exercise any power and perform any function pertaining to its government and affairs for the protection of the health, safety, morals and welfare; and

WHEREAS, the Owner owns the approximately 18.14 acres of real estate located 2801 Ogden Avenue (PINs 08-01-304-002,-003 ,-022, -028 & 08-01-307-001, -002, -003) and described on Exhibit A, attached hereto and made part hereof by this reference (the "Property"); and

WHEREAS, TAG Land DGS LLC and the Downers Grove Park District are the Developer of the project who shall be responsible for subdividing the Property; and

WHEREAS, the Developer and/or future owner of either subdivided lot shall be responsible for installing all of the public improvements; and

WHEREAS, the Developer desires to subdivide and develop the Property and has submitted to the Village a Final Plat of Subdivision designated as the Ogden & Walnut Resubdivision (the "Subdivision"); said Plat of Subdivision is on file in the Office of the Village Clerk and is incorporated into this Subdivision Improvement Agreement (hereinafter "Agreement") by this reference, as though fully set forth; and

WHEREAS, the Village is willing to approve the Final Plat of Subdivision provided that this Agreement is signed in order to ensure the completion of certain public improvements and compliance with certain other conditions and obligations, as defined herein, in accordance with the Municipal Code of the Village ("Village Codes"); and

WHEREAS, the definitions found in the Village Codes shall apply to the terms used in this Agreement.

NOW, THEREFORE, in consideration of the foregoing preambles and other good and valuable consideration, the receipt of which is acknowledged, the Village, Owner and Developer agree as follows:

1. INCORPORATION OF PREAMBLE.

The preamble is incorporated herein as if each and every one of its terms were set forth herein.

2. INSTALLATION OF IMPROVEMENTS.

The Developer shall furnish at its own cost and expense all necessary materials, labor, and equipment to complete the improvements required by the Village Codes. These improvements are defined in the Village Subdivision Regulations (Chapter 20 of the Village Codes) and further set

forth in this Agreement. Said public improvements may include some or all of the following improvements: dedication of public rights-of-way, streets (public and private), traffic signals, traffic control devices, parking area(s), utilities, sidewalks, street lighting, sanitary sewer system, storm sewers and storm water management systems, water supply system, soil erosion and sedimentation control, public tree preservation and installation, common area landscaping, and all other improvements identified in either the Village Codes or in the ordinances approved by the Village Council in connection with the development. All public improvements shall be in accordance with the standards, specifications and requirements of the Village.

Public improvements along Walnut Avenue shall be required upon any of the following events:

- a.) Submittal of a permit application for construction on the Property (excluding fence permits or temporary sign permits);
- b.) Submittal of an application for connection to the Village water system;
- c.) Submittal of an entitlement application for consideration by the Village (i.e. rezoning, planned unit development, special use, plat of subdivision, plat of consolidation, plat of reconfiguration, variance, etc.)

3. ENGINEERING DRAWINGS & SECURITY FOR PROJECT IMPROVEMENTS.

Upon the occurrence of any of the above events, the Owner shall submit to the Village engineering drawings and cost estimates for the public improvements, along with sufficient security for the completion of the public improvements as set forth in Section 20.402 of the Subdivision Ordinance ("Security Instrument").

The parties agree that should Lot 2 be redeveloped prior to Lot 1, then the public improvements shall be constructed up to and including the intersection of Ogden Avenue. A recapture agreement may be entered into to collect monies for the public improvements constructed adjacent to Lot 1. If Lot 1 is redeveloped prior to Lot 2, the public improvements shall

be constructed up to the south boundary line of Lot 1 or the Village may elect to collect a fee-in-lieu of for all public improvements required to be constructed for Lot 1.

4. **RECORDATION OF PLAT.**

Upon receipt of a fully executed copy of this Agreement the Developer/Owner shall record this Agreement and the Final Plat of Subdivision within ninety (90) days of Village Council approval.

5. **REDUCTION OF SECURITY.**

Reduction of security shall be accomplished consistent with the requirements set forth in the Village Codes.

6. **VILLAGE ENGINEER'S APPROVAL.**

All work related to the public improvements shall be subject to inspection and approval of the Village Engineer, and his written approval thereof shall be a condition precedent to release of or reduction of the Security Instrument. The approval provided for in this paragraph shall not constitute final acceptance of any or all of the public improvements.

7. **REIMBURSEMENT FOR COSTS.**

The Developer shall pay to the Village all plan review, inspection and other fees, as required by the Village Codes.

8. **INSURANCE.**

Prior to commencement of any work provided for herein, Developer and/or its contractor shall furnish the Village with evidence of insurance providing for workmen's compensation and employer's liability insurance, including occupational disease coverage and comprehensive liability insurance to cover said work in the following amounts:

- (a) Workmen's compensation (statutory limits);
- (b) Employer's liability (limits \$1,000,000.00/\$2,000,000.00) including liability for injury or death of Village's employees;

- (c) A minimum of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) for injury to one person;
- (d) A minimum of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for injury to more than one person; and
- (e) A minimum of One Hundred Thousand and 00/100 Dollars (\$100,000.00) for property damage.

The above amounts being the minimum for each accident. Said certificates of insurance shall name the Village as an additional insured with respect to construction of public improvements covered by this Agreement.

9. **INDEMNIFICATION OF VILLAGE.**

The Developer hereby agrees, to the greatest extent permitted under Illinois law, to indemnify and hold harmless the Village, its officers, boards, commissions, elected and appointed officials, agents, servants, and employees, and each of them, against all loss, damage, attorney's fees or expenses which they may sustain or become liable for on account of injury or death of persons, or on account for damage to or destruction of property resulting from the performance of work under this Agreement by the Developer or his contractors or any employee or subcontractor of any of them, or by the Village, its agents, servants, or employees, or due to the condition of the premises or other property of the Developer upon, about, or in connection with which any work incident to the performance of the terms of this Agreement is carried on except for any negligent or willful act or omission by the Village, its agents, servants, employees or contractors.

10. **PERFORMANCE GUARANTEE**

The Developer for the public improvements herein specified guarantees that the workmanship and material furnished under the specifications and used in said public improvements will be furnished and performed in accordance with well-known, established practice and standards recognized by engineers in the trade. All such public improvements shall be new and of the best grade of their respective kinds for the purpose. All materials and

workmanship will be guaranteed by the Developer for a period of two (2) years from the date for final acceptance by the Village ("Guarantee Period").

There shall be retained by the Village, under the Security Instrument, an amount equal to ten percent (10%) of the amount of the Security Instrument as a performance guarantee, as set forth in Section 20.402 of the Subdivision Code.

The Developer shall make or cause to be made, at its own expense, any and all repairs which may become necessary under and by virtue of this performance guarantee, and shall leave the improvement in good and sound condition, satisfactory to the Village and the Village Engineer, at the expiration of the Guarantee Period.

Further, if during said Guarantee Period, the improvement shall, in the opinion of the Village Engineer or Village, require any repairs or renewal which, in his or its judgment are necessitated by reason of settlement of foundation, structure, or backfill, or other defective workmanship of materials, the Developer shall, upon notification by the Village Engineer or Village of necessity for such repairs or renewals, make such repairs or renewals at its own cost and expense. Should the Developer fail to make repairs or renewals within a reasonable time following written notification, in each case taking into account winter weather conditions, thereof from the Village, or fail to start working within thirty (30) days after such notification, the Village may cause such work to be done, either by contract or otherwise, and the entire cost and expense thereof shall be paid and deducted from the amount retained in the Security Instrument. Should such cost and expense exceed the amount retained or remaining in the Security Instrument, the Developer shall pay such amount of excess to the Village.

11. COMPLETION OF PROJECT IMPROVEMENTS.

(a) The Developer shall cause the public improvements to be completed within two (2) years from the date of submittal of the engineering plans, or, in the alternative, maintain, extend, or substitute the Security Instrument in the full amount provided therein, less any reductions

theretofore from time to time approved by the Village, until such time as said public improvements are completed. Streets, trees and sidewalks shall be installed from time to time as buildings within the development are completed, subject to winter weather conditions. Developer shall cause its engineers to correct drawings to show work as actually constructed, and said engineers shall turn over original tracings thereof to the Village as and for the Village's property. In the event Developer fails or refuses to cause the extension or substitution of the Security Instrument to be delivered to the Village not less than forty-five (45) days prior to said expiration date, the Village shall have the right, but not the obligation to draw upon the Security Instrument then in force in accordance with the provisions contained therein to complete said Project Improvements.

(b) Upon completion of any public improvement and, further, upon the submission to the Village of a certificate from the engineering firm employed by the Developer stating that the said public improvements have been completed in conformance with this Agreement, Village ordinances, the final engineering plans and specifications relative thereto, and any applicable Agreements and all state and federal laws and standards, the Village Engineer shall, within thirty (30) business days after the Village receives the aforesaid certification from the Developer's engineer either (i) recommend to the Village's corporate authorities final acceptance of said public improvement or (ii) designate in writing to Developer all corrections or alterations which shall be required to obtain a recommendation of final acceptance of said public improvement, specifically citing sections of the final engineering plans and specifications, the applicable ordinances or this Agreement, any applicable Agreement or state or federal law or standard, relied upon by said Village Engineer. Should the Village Engineer reject any public improvement, or any portion or segment thereof, for a recommendation of final acceptance, the Developer shall cause to be made to such public improvement such corrections or modifications as may be required by the Village Engineer. The Developer shall cause the public improvements to be submitted and resubmitted as

herein provided until the Village Engineer shall recommend final acceptance of same to the corporate authorities of the Village and the corporate authorities shall finally accept same. No public improvement shall be deemed to be finally accepted until the corporate authorities shall, by appropriate resolution, finally accept same.

Upon completion and as a condition of final acceptance by the Village, Developer agrees to convey and transfer those improvements, which are deemed by the Village to be public improvements to the Village by appropriate bill(s) of sale.

12. COMPLIANCE WITH LAWS AND ORDINANCES.

Notwithstanding this Agreement, in the event an existing valid ordinance of the Village was overlooked at the date hereof, the Developer, upon notice from the Village, and prior to acceptance of the Project Improvements, shall install or perform the improvement or work so required unless otherwise provided in the documentation referenced in this Agreement; further, any law or ordinance which shall be passed by the Village after the date of this Agreement, which is a law or ordinance directed to life-safety consideration, shall apply to the Property as of the effective date of said law or ordinance unless a building permit has been issued, in which case work may be completed pursuant to that building permit. However, should the "life-safety" ordinance contain a retroactive clause and an occupancy certificate has not been issued, the building shall be brought into conformance with the retroactive ordinance. All future work for which building permits have not been issued shall comply with said life-safety law or ordinance.

13. MAINTENANCE OF PROJECT IMPROVEMENTS.

The Developer shall be responsible for the maintenance of the public improvements until such time as they are accepted by the corporate authorities of the Village. This maintenance shall include routine maintenance as well as emergency maintenance such as sewer blockages and water main breaks. If the Developer fails to maintain the public improvements, the Village shall

have the right, but not the duty, to undertake such maintenance. Developer hereby agrees to reimburse the Village its reasonable costs for the performance of this maintenance or repair upon receipt of an invoice from the Village setting forth said cost to the Village.

14. DAMAGE TO PUBLIC IMPROVEMENTS.

Developer shall be responsible for any and all damage to the public improvements, which may occur during the construction of the Project irrespective of whether the public improvements damaged have or have not been finally accepted hereunder. Developer shall replace and repair damage to the public improvements installed within, under or upon the Property resulting from construction activities by Developer, its successors or assigns and its employees, agents, contractors or subcontractors during the term of this Agreement, but shall not be deemed hereby to have released any other party from liability or obligation in this regard. Developer shall have no obligation with respect to damage resulting from ordinary use, wear and tear occurring after final acceptance.

15. RELEASE OF SECURITY INSTRUMENT.

At the expiration of the Guaranty Period, the amount retained in the Security Instrument, less any and all necessary expenses which have been incurred by the Village in connection with the maintenance of the public improvement, other than the ordinary and usual care and maintenance thereof for any improvement of such type and age, shall be released by the Village and the Security Instrument shall be terminated.

16. VILLAGE REMEDIES.

(a) From and after the date on which the Village's Engineer notifies the Developer, in writing, that the Developer is in default of any of its obligations under this Agreement, the Developer shall pay to the Village, upon demand, all of the Village's fees, costs and expenses incurred in enforcing the provisions of this Agreement against Developer, including, without limitation, reasonable engineers' and reasonable attorneys' fees, costs and expenses, and if any

litigation is instituted as part of such enforcement, any court costs and filing fees in addition to the attorneys' fees incurred therein.

(b) The Village shall have the right to pursue any and all remedies at law or in equity against the Developer and/or Owner, including, but not limited to drawing on the Security Instrument, pursuing all remedies at law to recover all costs owed by the Developer, or an action for specific performance of Developer's obligations under this Agreement.

(c) The rights and remedies of the Village as provided herein, in the Village Codes and/or in any agreements between the Village and Developer regarding the Subdivision, shall be cumulative and concurrent, and may be pursued singularly, successively, or together, at the sole discretion of the Village, and may be exercised as often as occasion thereof shall arise. Failure of the Village, for any period of time or on more than one occasion, to exercise such rights and remedies, shall not constitute a waiver of the right to exercise the same at any time thereafter or in the event of any subsequent default. No act or omission of the Village, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same; any such waiver or release shall be affected only through a written document executed by the Village and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as a waiver or release of any subsequent event or as a bar to any subsequent exercise of the Village's rights or remedies hereunder. Except as otherwise specifically required, notice of the exercise of any right or remedy granted to the Village is not required to be given.

17. **BINDING EFFECT.**

This Agreement shall be binding upon all parties, their successors, assigns, and grantees.

18. CONTINUITY OF OBLIGATIONS.

(a) This Agreement shall inure to the benefit of and shall be binding upon Developer's and Owner's successors in title, and shall be binding upon the Village and the successor Corporate Authorities of the Village and any successor municipality.

(b) Owner and Developer acknowledge and agree that the obligations assumed by each of them under this Agreement shall be binding upon them respectively and any and all of their respective heirs, successors, and assigns and the successor record owners and/or successor Developers of all or any portion of the Property. To assure that such heirs, successors, and assigns have notice of this Agreement and the obligations created by it, Owner and Developer agree:

- (i) that this Agreement shall be recorded with the DuPage County Recorder of Deeds;
- (ii) to require, prior to the transfer of title to all or any portion of the Property, the transferee of said portion of the Property to be bound by the provisions of this Agreement pursuant to the execution of an Assignment and Assumption Agreement (the "Assignment and Assumption Agreement"), said Assignment and Assumption Agreement to be in a form substantially in conformance with Exhibit B attached hereto and made a part hereof. The Village agrees that upon a successor becoming bound to the personal obligations created herein by execution of the Assignment and Assumption Agreement, the personal liability of Owner and/or Developer or other predecessor obligor under this Agreement shall be released to the extent of the successor's interest in the Property. Owner agrees to notify the Village in writing at least thirty (30) days prior to any date upon which Owner transfers a legal or beneficial interest in any portion of the Property to a transferee. Owner or any other predecessor obligor shall, not less than seven (7) business days prior to the effective date of the Assignment and Assumption Agreement becoming enforceable against the Village, provide the Village with a fully executed copy of the hereinabove required Assignment and Assumption Agreement by the transferee to be bound by the provisions of this Agreement. Security previously posted for subdivision improvements by the Owner and/or Developer or other predecessor obligor, shall not be released by the Village until a suitable substitute is provided by the successor and is accepted in writing by the Village. In the event any transferee or Owner or Developer requires proof that a particular provision of this Agreement has been satisfied, the Village agrees to issue a written statement as to which provisions of this Agreement, if any, have been satisfied.

(c) All the terms and conditions of this Agreement shall constitute covenants running

with the land.

19. AMENDMENTS.

All amendments to this Agreement shall be in writing and approved by the Mayor and Village Council. Village ordinance provisions in effect at the time of the request for amendment shall apply, unless otherwise expressly specified.

20. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one Agreement.

21. GOVERNING LAW.

This Agreement shall be interpreted and construed in accordance with laws of the State of Illinois.

22. NOTICES.

All Notices hereunder shall be in writing and must be served either personally or by registered or certified mail to:

(a) The Village at: Village Manager
Village of Downers Grove
801 Burlington Avenue
Downers Grove, Illinois 60515-4776;

(b) Developer/Owner at: TAG Land DGS LLC
5500 West Howard Street
Skokie, IL 60077

Downers Grove Park District
2455 Warrenville Road
Downers Grove, IL 60515

IN WITNESS WHEREOF, the Village has caused this Agreement to be executed by its Mayor and attested by its Clerk as of the date first above written.

VILLAGE OF DOWNERS GROVE, an Illinois municipal corporation

By: _____
Its: Mayor

ATTEST:

Its: Village Clerk

TAG LAND DGS LLC
By: *[Signature]* _____
Its: _____

ATTEST:

DOWNERS GROVE PARK DISTRICT
By: *[Signature]* _____
Its: EXECUTIVE DIRECTOR

ATTEST:

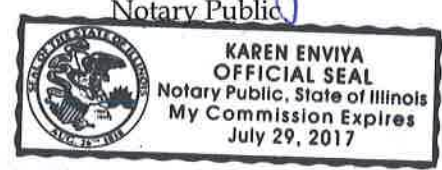
STATE OF ILLINOIS)
)
) ss
 COUNTY OF COOK)
)
 COUNTY OF ~~DUPAGE~~)

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO
 HEREBY CERTIFY that Ronald Siegel, VP of TAG-Land DG-S LLC
 ("Developer"), of said corporation, personally known to me to be the same person whose name is
 subscribed to the foregoing instrument as such Ronald Siegel appeared before me this day in
 person and acknowledged that (s)he signed and delivered the said instrument, as his/her own free
 and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes
 therein set forth; and the said _____, as custodian of the corporate seal of said corporation,
~~did affix the corporate seal of said corporation to said instrument, as his/her own free and~~
~~voluntary act and as the free and voluntary act of said corporation, for the uses and purposes~~
~~therein set forth.~~

GIVEN under my hand and Notarial Seal this 19th day of August, 2005.

Karen Enviya

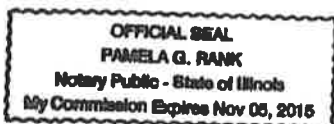
 Notary Public



STATE OF ILLINOIS)
) ss
 COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that William McAdam, Executive Director of the ("Owner"), of said corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such William McAdam and appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument, as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said _____, as custodian of the corporate seal of said corporation, ~~did affix the corporate seal of said corporation to said instrument, as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.~~

GIVEN under my hand and Notarial Seal this 21 day of August, 2012.



Pamela G. Rank
 Notary Public

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT BASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT is dated as of

_____, 20__, and is entered into between _____ a
 _____ ("Assignor") and _____,
 a _____ ("Assignee").

WHEREAS, the Village of Downers Grove and _____ ("Owner")
 and _____ ("Developer") entered into the _____ Subdivision
 Improvement Agreement, dated _____, 20__, (as it may be amended, modified or
 supplemented from time to time, the "Agreement"), regarding the real property or a portion of the
 real property described on the attached Exhibit A, which Agreement was recorded by the DuPage
 County Recorder of Deeds on _____, 20__, as Document No. _____; and

WHEREAS, Assignor became a party to the Agreement pursuant to an Assignment and
 Assumption Agreement dated as of _____, 20__, which Assignment and Assumption
 Agreement was recorded by the DuPage County Recorder of Deeds on _____, 20__, as Document
 No. _____; and

WHEREAS, Assignor desires to assign all or a portion of its right, title and interest in and
 to the Agreement to Assignee and Assignee desires to accept said assignment and assume all or a
 portion of Assignor's liabilities and obligations related to or arising under the Agreement.

NOW, THEREFORE, in consideration of Ten and 00/100 Dollars (\$10.00) and other
 good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,
 (a) Assignor does hereby assign, transfer, and convey unto Assignee all or the portion as set forth
 in Exhibit A hereto, of Assignor's right, title and interest in and to the Agreement and any benefits

hereafter derived thereunder and (b) Assignee does unconditionally hereby assume and promise to pay and perform in full, from and after 12:01 a.m. on the date first written above, all, or the portion as set forth in Exhibit A hereto, of the obligations and liabilities of Assignor related to or arising under the Agreement.

This Agreement shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, this Assignment and Assumption Agreement is executed as of the date first written above.

ASSIGNOR:

By: _____
Its: _____

ASSIGNEE:

By: _____
Its: _____

CONSENT AND RELEASE

The undersigned, being the remaining parties to the Agreement referred to above, do hereby consent to the above Assignment and Assumption Agreement and forever releases the above Assignor (together with its successors, assigns, heirs and personal representative, as the case may be, other than Assignee) from the liabilities and obligations related to or arising under the Agreement as set forth in Exhibit A.

Executed this ___ date of _____, 20__.

By: _____
Its: _____

By: _____
Its: _____



**VILLAGE OF DOWNERS GROVE
REPORT FOR THE PLAN COMMISSION
AUGUST 3, 2015 AGENDA**

| SUBJECT: | TYPE: | SUBMITTED BY: |
|----------------------------------|---------------------------|------------------------------------|
| 15-PLC-0021 2801 Ogden Avenue | Final Plat of Subdivision | Patrick Ainsworth, AICP Planner |

REQUEST

The petitioner is requesting final plat of subdivision approval to resubdivide seven lots into two new lots.

NOTICE

The application has been filed in conformance with applicable procedural and public notice requirements.

GENERAL INFORMATION

| | | | |
|-------------------|---|---|---|
| OWNERS: | TAG Land DGS LLC 5500 West Howard Street Skokie, IL 60077 | & | Downers Grove Park District 2455 Warrenville Road Downers Grove, IL 60515 |
| APPLICANT: | The Alter Group 500 West Howard Street Skokie, IL 60077 | | |

PROPERTY INFORMATION

| | |
|---------------------------|--|
| EXISTING ZONING: | O-R-M, Office-Research-Manufacturing |
| EXISTING LAND USE: | Vacant |
| PROPERTY SIZE: | 790,400 square feet (18.14 acres) |
| PIN: | 08-01-304-002,-003 ,-022, -028 & 08-01-307-001, -002, -003 |

SURROUNDING ZONING AND LAND USES**ZONING**

| | |
|---------------|--|
| NORTH: | R-1, Single Family Residence (DuPage County) |
| SOUTH: | R-1, Detached Residential House 1 |
| EAST: | R-3, Residential Detached House 3 R-1, Residential Detached House 1 B-3, General Services and Highway Business |
| WEST: | R-4, Single Family Residence (DuPage County) |

FUTURE LAND USE

| |
|---------------------------|
| Office/Corporate Campus |
| Institutional |
| Single Family Residential |
| Single Family Residential |
| Corridor Commercial |
| N/A |

ANALYSIS**SUBMITTALS**

This report is based on the following documents, which are on file with the Department of Community Development and are attached as noted:

15-PLC-0021, 2801 Ogden Avenue
August 3, 2015

Page 2

1. Application for Public Hearing
2. Location Map
3. Project Narrative
4. Plat of Survey
5. Final Plat of Subdivision

PROJECT DESCRIPTION

The petitioner is requesting approval of the Final Plat of Subdivision to subdivide seven existing lots into two new lots. The property is located on the southeast corner of Walnut and Ogden Avenues and is currently zoned O-R-M, Office-Research-Manufacturing.

Currently, the 18.1 acre property is unimproved and heavily vegetated. The property contains a designated county wetland near the north central part of the property. Acknowledging this wetland, the property owners have proposed a new property configuration that separates the proposed Lot 1 and Lot 2 while encompassing the entire wetland area on Lot 2. Lot 2 was purchased by the Downers Grove Park District. At this time, there are no plans to develop either lot.

COMPLIANCE WITH COMPREHENSIVE PLAN

The subject property is identified as Catalyst Site #23 in the Comprehensive Plan. Catalyst Sites are classified as underutilized properties that contain characteristics which are prime for development or redevelopment. After numerous years of marketing the property for a large retailer, the applicant is requesting to resubdivide into two lots. Lot 1, which abuts Ogden Avenue, will continue to be marketed for future commercial development. Lot 2 of the subdivision is now Downers Grove Park District property and will be used for recreational purposes.

While the Comprehensive Plan states that this large tract of land is prime for a large retail use, the Comprehensive Plan also identified goals to enhance the access to recreational opportunities. The Park District's purchase of Lot 2 will supply more land to provide more access to recreational opportunities to the Downers Grove residents and park district users. The Park District has not announced plans for any future development on Lot 2 at this time. In effect, this land subdivision can fulfill two goals of the Comprehensive Plan simultaneously which is to develop the land along the Ogden Avenue corridor and to increase recreational opportunities to the community.

The proposed subdivision is consistent with the Comprehensive Plan.

COMPLIANCE WITH ZONING ORDINANCE

The 18.1 acre size property is currently zoned O-R-M, Off-Research-Manufacturing which meets the minimum district area size of five acres. The two new lots also comply with the minimum lot area (20,000 square feet) per Section 3.030 of the Zoning Ordinance. There are no plans for development on either lot at this time; however, any future development will have to comply with the zoning regulations.

The resubdivision is consistent with the Zoning Ordinance.

COMPLIANCE WITH THE SUBDIVISION ORDINANCE

The two new lots will meet the minimum lot dimension requirements outlined in Section 20.301 of the Village's Subdivision Ordinance. The lot dimensions are specified in the table below:

15-PLC-0021, 2801 Ogden Avenue
August 3, 2015

Page 3

| 2801 Ogden Ave. Subdivision | Lot Width (req. 100 ft.) | Lot Depth (req. 140 ft.) | Lot Area (req. 20,000 sq. ft.) |
|------------------------------------|---------------------------------|---------------------------------|---------------------------------------|
| Lot 1 | 390 feet | 469 ft. | 145,634 sq. ft. (3.3 acres) |
| Lot 2 | 709 feet | 835 ft. | 644,766 sq. ft. (14.8 acres) |

The petitioner is providing the required five-foot wide public utility and drainage easements along the side lot lines and the ten-foot wide public utility and drainage easements along the rear lot lines, as applicable. There are no school and park donations required with this application. The proposed resubdivision is consistent with the Subdivision Ordinance.

ENGINEERING/PUBLIC IMPROVEMENTS

There are no public improvements required with the subdivision application at this time. However, the property owners will be entering into a Subdivision Agreement with the Village for future public improvements if and when development is proposed for either lot. The type of public improvements will be determined when development plans are presented to the Village. Both property owners will be responsible for installing the required public improvements.

NEIGHBORHOOD COMMENT

Notice was provided to all property owners within 250 feet of the subject property in addition to posting a public hearing notice sign onsite and publishing the notice in *Downers Grove Suburban Life*. Staff has received comments from multiple residents concerned about future development. There are no development plans for either lot at this time.

FINDINGS OF FACT

The proposed Final Plat of Subdivision to subdivide the existing seven lots into two lots meets the standards of Sections 20.301 and 20.305 of the Subdivision Ordinance and Section 3.030 of the Zoning Ordinance.

RECOMMENDATION

The proposed final plat of subdivision is consistent with surrounding uses and zoning classifications. Staff finds that the request is consistent with the Comprehensive Plan and meets the requirements of the Zoning and Subdivision Ordinances. Based on the findings listed above, staff recommends that the Plan Commission make a positive recommendation to the Village Council subject to the following conditions:

1. The final plat of subdivision shall substantially conform to the Final Plat of Subdivision for the Ogden and Walnut Resubdivision prepared by Edward J. Malloy & Associates, LTD. last revised on June 18, 2015, except as such plans may be modified to conform to Village Codes and Ordinances.
2. The property owners shall enter into a Subdivision Agreement with the Village.

15-PLC-0021, 2801 Ogden Avenue
August 3, 2015

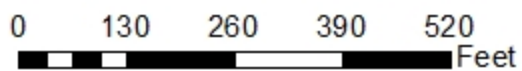
Page 4

Staff Report Approved By:

Stanley J. Popovich, AICP
Planning Manager

SP:pa
-att

P:\P&CD\PROJECTS\PLAN COMMISSION\2015 PC Petition Files\15-PLC-0021 - 2801 Ogden Final Subdivision SE Corner
Walunt_Ogden\Staff Report 15-PLC-0021.docx



2801 Ogden Avenue Location Map



THEALTERGROUP®

5500 W. Howard Street
Skokie, Illinois 60077

TEL (847) 676-4300
FAX (847) 676-4305
NET altergroup.com

July 23, 2015



Department of Community Development
Village of Downers Grove
801 Burlington Avenue
Downers Grove, IL 60515

Re: Project Summary / Narrative Letter

Dear Sir or Madam:

The purpose of the Plat of Subdivision is to divide the property into two parcels. The front parcel will remain owned by TAG LAND DGS LLC for possible future hotel use or other use as permitted by the existing ORM zoning designation. The remaining southern parcel will be sold to the Downers Grove Park District for their use. The lot line between the two parcels is somewhat irregular since the Park district wishes to keep the existing wetlands and incorporate them into their design. The newly acquired land would complement the prairie / ecological style that the Park District has in place directly south of this site.

Please note that we are submitting this along with a subdivision improvement agreement.

If you have any questions or comments, please call me at (312) 391-1142.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael D. Ricamato".

Michael D. Ricamato
Vice President – Development

**Administration Office**

2455 Warrenville Road
Downers Grove, IL 60515
Phone: 630.963.1304
Fax: 630.963.1543

Recreation and Fitness Center

4500 Belmont Road
Downers Grove, IL 60515
Phone: 630.960.7250
Fax: 630.960.7251

Lincoln Center

935 Maple Avenue
Downers Grove, IL 60515
Phone: 630.963.1300
Fax: 630.963.5884

Golf Course

2420 Haddow Avenue
Downers Grove, IL 60515
Phone: 630.963.1306
Fax: 630.963.9435

Museum

831 Maple Avenue
Downers Grove, IL 60515
Phone: 630.963.1309
Fax: 630.963.0496

William F. Sherman, Jr.**Interpretive Center**

901 31st Street
Downers Grove, IL 60515
Phone: 630.963.9388
Fax: 630.963.9389

July 24, 2015

Downers Grove Plan Commission
801 Burlington Avenue
Downers Grove, IL 60515

Re: Newly Acquired Park District Property

I am pleased to provide the Downers Grove Plan Commission the Park District's intended use of the recently acquired Alter Property as well as the adjacent Walnut Property.

The District's intention is to combine the parcels into continuous cohesive Recreational use. In the near term the newly acquired property will remain undeveloped open space. The existing Walnut Avenue Park will begin to be used for field sports (soccer, flag football, lacrosse, etc.) this fall. In the future the District plans on using the entire property for preservation of Open Space, Recreation and Athletics.

Sincerely,

William G. McAdam
Executive Director

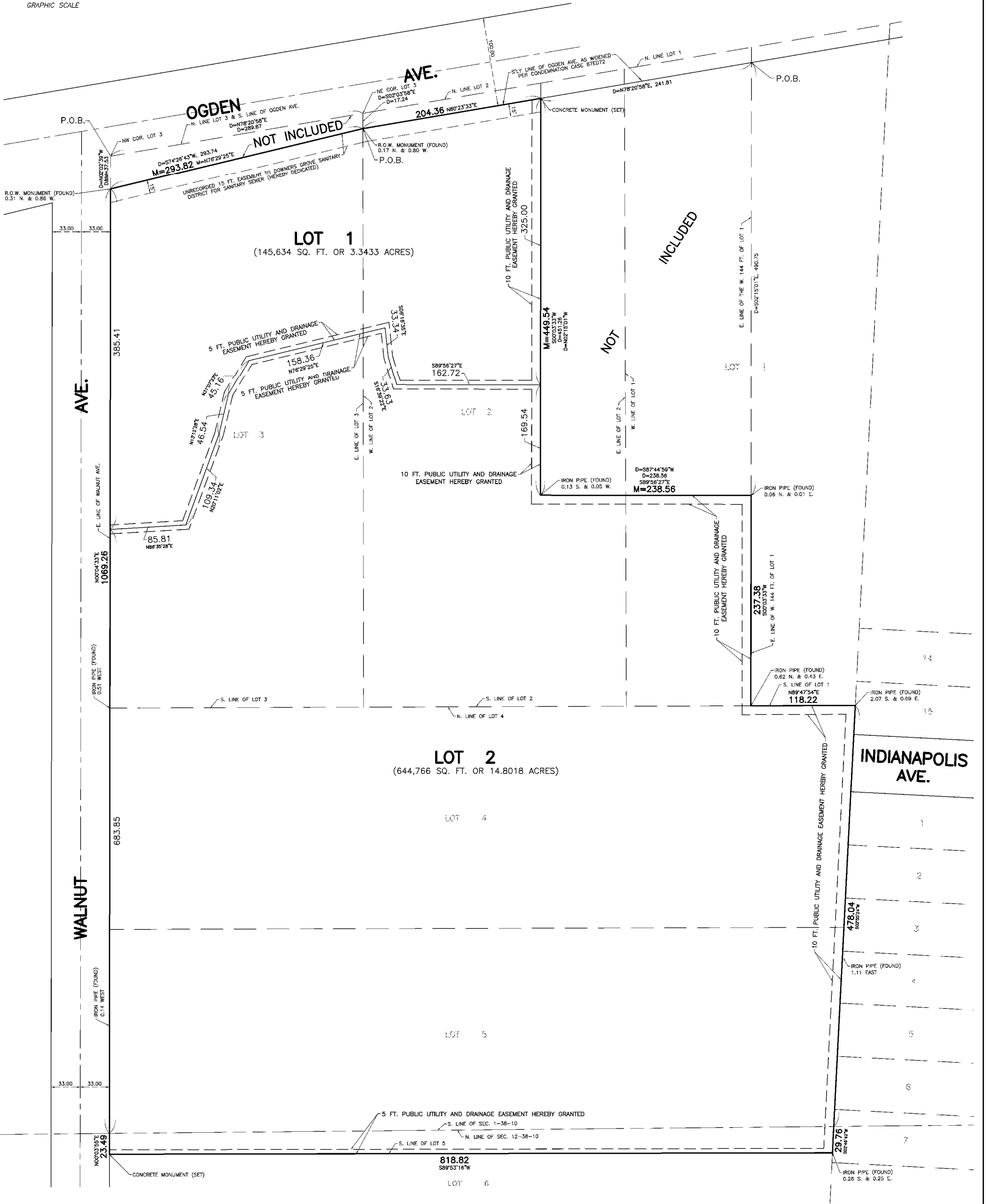
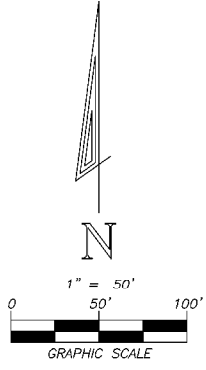
WGM:db



OGDEN & WALNUT RESUBDIVISION

OF PARTS OF LOTS 1 TO 5, INCLUSIVE IN ARTHUR T. MCINTOSH AND COPMANY'S FIRST ADDITION TO BELMONT, A SUBDIVISION OF PARTS OF SECTIONS 1, 2, 11 AND 12, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

FINAL SUBDIVISION PLAT



DRAFTED BY: BJE
 PAGE: 1 OF 2
 ORDER NO.: 150094(SUB)
 FILE: 1-38-10
 PROJECT NO.: 117

PREPARED BY:
 EDWARD J. MOLLOY & ASSOCIATES, LTD.
 LAND & CONSTRUCTION SURVEYORS
 1236 MARK STREET, BENSENVILLE, ILLINOIS 60106 (630) 595-2600 FAX:(630) 595-4700
 E-MAIL: TMOLLOY@EJMOLLOY.COM

OGDEN & WALNUT RESUBDIVISION

OF PARTS OF LOTS 1 TO 5, INCLUSIVE IN ARTHUR T. MCINTOSH AND COMPANY'S FIRST ADDITION TO BELMONT, A SUBDIVISION OF PARTS OF SECTIONS 1, 2, 11 AND 12, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

FINAL SUBDIVISION PLAT

OWNER'S CERTIFICATE AND SCHOOL DISTRICT STATEMENT

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

TAG LAND DGS LLC, A DELAWARE LIMITED LIABILITY COMPANY DOES HEREBY CERTIFY THAT IT IS THE OWNER OF PART OF THE PROPERTY DESCRIBED HEREON AND THAT IT HAS CAUSED SAID PROPERTY TO BE SURVEYED AND PLATTED FOR THE PURPOSE OF SUBDIVIDING. IT FURTHER CERTIFIES TO THE BEST OF ITS KNOWLEDGE, THAT THE LAND INCLUDED HEREIN FALLS WITHIN THE FOLLOWING SCHOOL DISTRICTS: DOWNERS GROVE GRADE SCHOOL DISTRICT 58, 1860 63RD STREET, DOWNERS GROVE, IL 60516, (630) 719-5800; COMMUNITY HIGH SCHOOL DISTRICT 99, 6301 SPRINGSIDE AVE., DOWNERS GROVE, IL 60516, (630) 795-7100.

SIGNED AT _____ THIS _____ DAY OF _____, A.D. 2015

TAG LAND DGS LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____
NAME: _____
TITLE: _____

NOTARY PUBLIC CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ OF TAG LAND DGS LLC, A DELAWARE LIMITED LIABILITY COMPANY, PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE SIGNED AND DELIVERED THE SAID INSTRUMENT AS HIS/HER OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID LIMITED LIABILITY COMPANY FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, A.D. 2015

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

OWNER'S CERTIFICATE AND SCHOOL DISTRICT STATEMENT

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

DOWNERS GROVE PARK DISTRICT DOES HEREBY CERTIFY THAT IT IS THE OWNER OF PART OF THE PROPERTY DESCRIBED HEREON AND THAT IT HAS CAUSED SAID PROPERTY TO BE SURVEYED AND PLATTED FOR THE PURPOSE OF SUBDIVIDING. IT FURTHER CERTIFIES TO THE BEST OF ITS KNOWLEDGE, THAT THE LAND INCLUDED HEREIN FALLS WITHIN THE FOLLOWING SCHOOL DISTRICTS: DOWNERS GROVE GRADE SCHOOL DISTRICT 58, 1860 63RD STREET, DOWNERS GROVE, IL 60516, (630) 719-5800; COMMUNITY HIGH SCHOOL DISTRICT 99, 6301 SPRINGSIDE AVE., DOWNERS GROVE, IL 60516, (630) 795-7100.

SIGNED AT _____ THIS _____ DAY OF _____, A.D. 2015

DOWNERS GROVE PARK DISTRICT

BY: _____
NAME: _____
TITLE: _____

NOTARY PUBLIC CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ OF DOWNERS GROVE PARK DISTRICT, PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE SIGNED AND DELIVERED THE SAID INSTRUMENT AS HIS/HER OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID DOWNERS GROVE PARK DISTRICT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, A.D. 2015

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF DOWNERS GROVE THIS _____ DAY OF _____, A.D. 2015.

BY: _____
CHAIRMAN OF THE PLAN COMMISSION

VILLAGE COUNCIL CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

APPROVED THIS _____ DAY OF _____, A.D. 2015 BY THE COUNCIL OF THE VILLAGE OF DOWNERS GROVE.

MAYOR OF DOWNERS GROVE

VILLAGE CLERK OF DOWNERS GROVE

VILLAGE COLLECTOR CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

I, _____, COLLECTOR FOR THE VILLAGE OF DOWNERS GROVE, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE NOT BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THIS PLAT.

APPROVED THIS _____ DAY OF _____, A.D. 2015.

COLLECTOR FOR THE VILLAGE OF DOWNERS GROVE

DOWNERS GROVE SANITARY DISTRICT CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

I, _____, COLLECTOR FOR THE DOWNERS GROVE SANITARY DISTRICT, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE NOT BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THIS PLAT.

APPROVED THIS _____ DAY OF _____, A.D. 2015.

COLLECTOR FOR THE DOWNERS GROVE SANITARY DISTRICT

DRAINAGE CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

I, _____, A REGISTERED PROFESSIONAL ENGINEER IN ILLINOIS AND OWNERS OF THE LAND DEPICTED HEREON OR DULY AUTHORIZED ATTORNEY, DO HEREBY STATE, THAT TO THE BEST OF OUR KNOWLEDGE AND BELIEF, REASONABLE PROVISION WILL BE MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS AND PUBLIC AREAS, OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION. FURTHER AS ENGINEER, I HEREBY CERTIFY THAT THE PROPERTY WHICH IS THE SUBJECT OF THIS SUBDIVISION OR ANY PART THEREOF IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

DATED THIS _____ DAY OF _____, A.D. 2015.

OWNER OR ATTORNEY

DATED THIS _____ DAY OF _____, A.D. 2015.

OWNER OR ATTORNEY

DATED THIS _____ DAY OF _____, A.D. 2015.

DESIGN ENGINEER _____ LICENSE NUMBER _____

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

I, PAUL HINDS, COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THIS PLAT. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THIS PLAT.

GIVEN UNDER MY HAND AND SEAL AT WHEATON, DUPAGE COUNTY, ILLINOIS, THIS _____ DAY OF _____, A.D. 2015.

COUNTY CLERK

COUNTY RECORDERS CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

THIS PLAT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS ON THE _____ DAY OF _____, A.D. 2015 AT _____ O'CLOCK _____ M AS DOCUMENT NUMBER _____

RECORDER OF DEEDS OF DUPAGE COUNTY

ILLINOIS DEPARTMENT OF TRANSPORTATION CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF _____) SS

THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION WITH RESPECT TO ROADWAY ACCESS PURSUANT TO ILLINOIS COMPILLED STATUTES CH. 765, SEC. 205/2; HOWEVER, A HIGHWAY PERMIT IS REQUIRED OF THE OWNER OF THE PROPERTY, A PLAN THAT MEETS REQUIREMENTS CONTAINED IN THE DEPARTMENT'S POLICY ON PERMITS FOR ACCESS DRIVeways TO STATE HIGHWAYS WILL BE REQUIRED.

DATED THIS _____ DAY OF _____, A.D. 2015

SIGNED: _____

DECLARATION OF RESTRICTIVE COVENANTS

THE UNDERSIGNED OWNER HEREBY DECLARES THAT THE REAL PROPERTY DESCRIBED IN AND DEPICTED ON THIS PLAT OF SUBDIVISION SHALL BE HELD, TRANSFERRED, SOLD, CONVEYED AND OCCUPIED SUBJECT TO THE FOLLOWING COVENANTS AND RESTRICTIONS:

(A) ALL PUBLIC UTILITY STRUCTURES AND FACILITIES, WHETHER LOCATED ON PUBLIC OR PRIVATE PROPERTY, SHALL BE CONSTRUCTED WHOLLY UNDERGROUND, EXCEPT FOR TRANSFORMERS, TRANSFORMER PADS, LIGHT POLES, REGULATORS, VALVES, MARKERS AND SIMILAR STRUCTURES APPROVED BY THE VILLAGE ENGINEER OF THE VILLAGE OF DOWNERS GROVE PRIOR TO RECORDING OF THIS PLAT OF SUBDIVISION.

(B) AN EASEMENT FOR SERVING THE SUBDIVISION, AND OTHER PROPERTY WITH STORM DRAINAGE, SANITARY SEWER, STREET LIGHTING, POTABLE WATER SERVICE AND OTHER PUBLIC UTILITY SERVICES, IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF DOWNERS GROVE AND DOWNERS GROVE SANITARY DISTRICT. THEIR RESPECTIVE SUCCESSORS AND ASSIGNS JOINTLY AND SEPARATELY, TO INSTALL, OPERATE AND MAINTAIN AND REMOVE, FROM TIME TO TIME, FACILITIES AND EQUIPMENT USED IN CONNECTION WITH THE PUBLIC WATER SUPPLY, TRANSMISSION LINES, SANITARY SEWERS, STORM DRAINAGE SYSTEM, STREET LIGHTING SYSTEM, OR OTHER PUBLIC UTILITY SERVICE, AND THEIR APPURTENANCES EITHER ON, OVER, ACROSS, BELOW OR THROUGH THE GROUND SHOWN WITHIN THE DOTTED LINES ON THE PLAT MARKED "PUBLIC UTILITY AND DRAINAGE EASEMENT", OR SIMILAR LANGUAGE DESIGNATING A STORMWATER OR SEWER EASEMENT, AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, TOGETHER WITH THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEE'S FACILITIES OR IN, UPON OR OVER, THE PROPERTY WITHIN THE STORMWATER OR SEWER EASEMENT WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEE. AFTER INSTALLATION OF ANY SUCH FACILITIES THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

DECLARATION OF RESTRICTIVE COVENANTS

WHEREAS SAID LOTS WILL BE CONVEYED TO PURCHASERS SUBJECT TO THIS DECLARATION TO THE END THAT THE RESTRICTIONS IMPOSED SHALL INURE TO THE BENEFIT OF EACH AND ALL OF THE PURCHASERS OF SUCH LOTS WHETHER THEY SHALL ACQUIRE SAME SUCH BEFORE OR AFTER THE DATE THEREOF, AND THEIR RESPECTIVE HEIRS AND ASSIGNS AND

WHEREAS, THE AFORESAID PROPERTY DESCRIBED ON THE ATTACHED PLAT IS LOCATED ENTIRELY WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF DOWNERS GROVE, ILLINOIS, AND

WHEREAS, ALL OF THE PROVISIONS, RESTRICTIONS, CONDITIONS, COVENANTS, AGREEMENTS, AND CHARGES HEREIN CONTAINED SHALL RUN WITH AND BIND ALL OF SAID LOTS AND LAND AND SHALL INURE TO THE BENEFIT OF, AND BE ENFORCEABLE BY THE VILLAGE OF DOWNERS GROVE, ILLINOIS, AND THE OWNERS OR OWNER OF ANY OF THE LOTS OF LAND COMPRISED WITHIN SAID PLAT, AND THEIR RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS.

NOW, THEREFORE, ALL PERSONS, FIRMS OR CORPORATIONS NOW OWNING THE AFORESAID PROPERTY DO COVENANT AND AGREE THAT THEY OR ANY PERSON, FIRM OR CORPORATION HEREAFTER ACQUIRING ANY PROPERTY OR LOTS SHOWN UPON THE ATTACHED PLAT OF SUBDIVISION ARE HEREBY SUBJECT TO THE FOLLOWING RESTRICTIONS RUNNING WITH SAID PROPERTY TO WHOMSOEVER OWNED, TO WIT:

1. NO IMPROVEMENTS SHALL BE MADE IN OR UPON THE STORMWATER EASEMENT, INCLUDING DETENTION OR RETENTION AREAS, AS DESCRIBED IN THE PLAT OF SUBDIVISION, EXCEPT FOR LANDSCAPE INSTALLATION OF TREES, SHRUBS, BUSHES AND GRASS AND THE INSTALLATION OF UNDERGROUND UTILITY LINES AND DRIVEWAYS.

2. EACH OWNER OR PURCHASER SHALL BE RESPONSIBLE FOR MAINTAINING THE STORMWATER EASEMENT, INCLUDING DETENTION OR RETENTION AREAS, APPLICABLE TO HIS LOT IN SUCH MANNER AS TO INSURE THE FREE AND UNINTERRUPTED FLOW OF STORM WATER THROUGH THE DRAINAGE SYSTEM OF THE SUBDIVISION AND SHALL NOT DESTROY OR MODIFY GRADES OR SLOPES WITHOUT HAVING FIRST RECEIVED PRIOR WRITTEN APPROVAL OF THE VILLAGE OF DOWNERS GROVE, ILLINOIS.

3. IN THE EVENT ANY OWNER OR PURCHASER FAILS TO PROPERLY MAINTAIN THE STORMWATER EASEMENT, INCLUDING DETENTION OR RETENTION AREAS, THE VILLAGE OF DOWNERS GROVE, ILLINOIS, SHALL UPON TEN DAYS PRIOR WRITTEN NOTICE, RESERVE THE RIGHT TO PERFORM, OR HAVE PERFORMED ON ITS BEHALF, ANY MAINTENANCE WORK TO OR UPON THE STORMWATER EASEMENT, INCLUDING DETENTION OR RETENTION AREAS, REASONABLY NECESSARY TO INSURE ADEQUATE STORMWATER STORAGE AND FREE FLOW OF STORMWATER THROUGH THE STORMWATER EASEMENT INCLUDING DETENTION OR RETENTION AREAS.

4. IN THE EVENT THE VILLAGE OF DOWNERS GROVE, ILLINOIS, SHALL BE REQUIRED TO PERFORM, OR HAVE PERFORMED ON ITS BEHALF, ANY MAINTENANCE WORK TO OR UPON THE STORMWATER EASEMENT, INCLUDING DETENTION OR RETENTION AREAS, THE COST TOGETHER WITH THE ADDITIONAL SUM OF TEN PERCENT SHALL, UPON REFORMATION OF A NOTICE OF LIEN WITHIN SIXTY DAYS OF COMPLETION OF THE WORK, CONSTITUTE A LIEN AGAINST HIS LOT WHICH MAY BE FORECLOSED BY AN ACTION BROUGHT BY OR ON BEHALF OF THE VILLAGE OF DOWNERS GROVE, ILLINOIS.

5. THE AFORESAID RESTRICTIONS AND COVENANTS AND EACH AND EVERY ONE OF THEM, ARE HEREBY EXPRESSLY MADE AN ESSENTIAL PART OF THIS INSTRUMENT, AND SHALL BE AND REMAIN PERPETUAL EFFICACY AND OBLIGATION IN RESPECT TO THE SAID PREMISES AND THE PARTIES HEREIN DESIGNATED, THEIR AND EACH OF THEIR SUCCESSORS, HEIRS, AND ASSIGNS.

IN WITNESS WHEREOF, THE OWNERS HAVE SET THEIR HANDS UPON THE ATTACHED PLAT THE DAY AND DATE FIRST WRITTEN THEREON.

DATED THIS _____ DAY OF _____, A.D. 2015

OWNER

NOTARY PUBLIC

EASEMENT PROVISIONS

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

COMMONWEALTH EDISON COMPANY AND AT&T TELEHOLDINGS INCORPORATED, ILLINOIS A.K.A. ILLINOIS BELL TELEPHONE COMPANY, GRANTEEES.

THEIR RESPECTIVE LICENSEES, SUCCESSORS AND ASSIGNS JOINTLY AND SEVERALLY, TO CONSTRUCT, OPERATE, REPAIR, MAINTAIN, MODIFY, RECONSTRUCT, REPLACE, SUPPLEMENT, RELOCATE AND REMOVE, FROM TIME TO TIME, POLES, GUYS, ANDERS, CROSS ARMS, CROSS ARMS, CROSS ARMS, MARKERS, TRANSFORMERS, TRANSFORMER PADS, EQUIPMENT CABINETS OR OTHER FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, COMMUNICATIONS, SIGNALS AND SIGNALS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION) ON THE PLAT AND MARKED "EASEMENT", "UTILITY EASEMENT", "PUBLIC UTILITY EASEMENT", "P.U.E." (OR SIMILAR DESIGNATION), THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT AS "COMMON ELEMENTS", AND THE PROPERTY DESIGNATED ON THE PLAT AS "COMMON AREA OR AREAS", AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHTS TO INSTALL, REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES, ROOTS AND SAPLINGS AND TO CLEAR OBSTRUCTIONS FROM THE SURFACE AND SUBSURFACE AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION) MARKED "EASEMENT", "UTILITY EASEMENT", "PUBLIC UTILITY EASEMENT", "P.U.E." (OR SIMILAR DESIGNATION) WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

THE TERM "COMMON ELEMENTS" SHALL HAVE THE MEANING SET FORTH FOR SUCH TERM IN THE "CONDOMINIUM PROPERTY ACT", CHAPTER 765 (ILCS 605/2), AS AMENDED FROM TIME TO TIME. THE TERM "COMMON AREA OR AREAS" IS DEFINED AS A LOT, PARCEL OR AREA OF REAL PROPERTY, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE OR AS AN APPURTENANCE TO THE SEPARATELY OWNED LOTS, PARCELS OR AREAS WITHIN THE PLANNED DEVELOPMENT, EVEN THOUGH SUCH BE OTHERWISE DESIGNATED ON THE PLAT BY TERMS SUCH AS "GUILDS", "COMMON ELEMENTS", "OPEN SPACE", "OPEN AREA", "COMMON GROUND", "PARKING" AND "COMMON AREA". THE TERM "COMMON AREA OR AREAS", AND "COMMON ELEMENTS" INCLUDE REAL PROPERTY SURFACED WITH INTERIOR DRIVEWAYS AND WALKWAYS, BUT EXCLUDES REAL PROPERTY PHYSICALLY OCCUPIED BY A BUILDING, SERVICE BUSINESS DISTRICT OR STRUCTURES SUCH AS A POOL, RETENTION POND OR MECHANICAL EQUIPMENT.

RELOCATION OF FACILITIES WILL BE DONE BY GRANTEEES AT COST OF THE GRANTOR/LOT OWNER, UPON WRITTEN REQUEST.

LAND SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

I, THOMAS A. MOLLOY, AN ILLINOIS PROFESSIONAL LAND SURVEYOR AND MANAGING AGENT OF EDWARD J. MOLLOY AND ASSOCIATES, LTD., AN ILLINOIS PROFESSIONAL DESIGN FIRM, HEREBY CERTIFY THAT I HAVE SURVEYED AND PLATTED THE FOLLOWING DESCRIBED PROPERTY FOR THE PURPOSE OF RESUBDIVIDING SAME INTO A TWO LOT SUBDIVISION:

THE WEST 144 FEET OF LOT 1 AND PART OF LOT 2 IN ARTHUR T. MCINTOSH AND COMPANY'S FIRST ADDITION TO BELMONT, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 13, 1919 AS DOCUMENT 137824, AND LYING SOUTH OF THE SOUTHERLY LINE OF THE LAND TAKEN IN CONDEMNATION CASE NUMBER 87ED722 (EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SAID SOUTH LINE IN SAID CONDEMNATION CASE AND THE EAST LINE OF THE WEST 144 FEET OF SAID LOT 1; THENCE ON AN ASSUMED BEARING OF SOUTH 02 DEGREES 15 MINUTES AND 01 SECOND EAST ALONG THE EAST LINE OF SAID WEST 144 FEET OF LOT 1, A DISTANCE OF 490.75 FEET; THENCE SOUTH 87 DEGREES 44 MINUTES AND 59 SECONDS WEST, A DISTANCE OF 238.56 FEET; THENCE NORTH 2 DEGREES 15 MINUTES AND 01 SECOND WEST, A DISTANCE OF 451.26 FEET TO THE SOUTHERLY LINE IN SAID CONDEMNATION CASE NUMBER 87ED722; THENCE NORTH 78 DEGREES 20 MINUTES AND 58 SECONDS EAST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 241.81 FEET TO THE POINT OF BEGINNING), ALL IN SECTION 1, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

ALSO KNOWN AS:

PARCEL 2 IN BORG'S OGDEN AVENUE PLAT OF ASSESSMENT IN THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 15, 1994 AS DOCUMENT 894-040343, IN DUPAGE COUNTY, ILLINOIS.

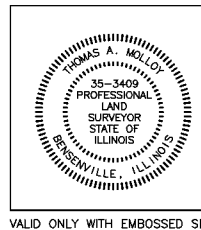
TOGETHER WITH:

LOTS 4, 5 AND 3 (EXCEPTING FROM SAID LOT 3 THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3, ALSO BEING ON THE EAST RIGHT OF WAY LINE OF WALNUT AVENUE, AND THE SOUTH RIGHT OF WAY LINE OF OGDEN AVENUE; THENCE NORTH 78 DEGREES 20 MINUTES 58 SECONDS EAST ALONG THE SOUTH RIGHT OF WAY LINE OF OGDEN AVENUE, A DISTANCE OF 189.67 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE SOUTH 02 DEGREES 03 MINUTES 58 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 17.24 FEET; THENCE SOUTH 74 DEGREES 26 MINUTES 43 SECONDS WEST, A DISTANCE OF 293.74 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WALNUT AVENUE, BEING 37.53 FEET SOUTHERLY OF THE NORTHWEST CORNER OF SAID LOT 3; THENCE NORTH 02 DEGREES 02 MINUTES 39 SECONDS WEST ALONG THE EAST RIGHT OF WAY LINE OF WALNUT AVENUE, A DISTANCE OF 37.53 FEET TO THE POINT OF BEGINNING), ALL IN ARTHUR T. MCINTOSH AND CO'S FIRST ADDITION TO BELMONT, BEING A SUBDIVISION OF PART OF SECTIONS 1, 2, 11 AND 12, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 13, 1919 AS DOCUMENT 137824, IN DUPAGE COUNTY, ILLINOIS.

SIGNED AT BENSENVILLE, ILLINOIS, THIS 18TH DAY OF JUNE, A.D. 2015.

EDWARD J. MOLLOY AND ASSOCIATES, LTD.
AN ILLINOIS PROFESSIONAL DESIGN FIRM - LICENSE NO. 184-002910

THOMAS A. MOLLOY
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 31-409
(EXPIRES NOVEMBER 30, 2016 AND IS RENEWABLE)
MANAGING AGENT, ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184-002910
(EXPIRES APRIL 30, 2017 AND IS RENEWABLE)



DRAFTED BY: BJE
PAGE: 2 OF 2
ORDER NO.: 150094(SUB)
FILE: 1-38-10
PROJECT NO.: 117

PREPARED BY:
EDWARD J. MOLLOY & ASSOCIATES, LTD.
LAND & CONSTRUCTION SURVEYORS
1236 MARK STREET, BENSENVILLE, ILLINOIS 60106 (630) 595-2600 FAX:(630) 595-4700
E-MAIL: TMOLLOY@EJMOLLOY.COM

AFTER RECORDING RETURN TO:
VILLAGE OF DOWNERS GROVE
ATTENTION: VILLAGE CLERK
801 BURLINGTON AVE.
DOWNERS GROVE, ILLINOIS 60515

TAX PARCEL PERMANENT INDEX NUMBERS:
08-01-307-001
08-01-307-002
08-01-307-003
08-01-304-002
08-01-304-003
08-01-304-004
08-01-304-022

PLAT SUBMITTED BY AND SEND FUTURE TAX BILLS TO:
TAG LAND DGS LLC
C/O

VALID ONLY WITH EMBOSSED SEAL

DRAFT

FILE 15-PLC-0021 (previously continued): A petition seeking approval of a Final Plat of Subdivision to subdivide the existing property into two lots. The property is currently zoned O-R-M, Office-Research-Manufacturing. The subject property is located at the southeast corner of Ogden and Walnut Avenues, commonly known as 2801 Ogden Avenue, Downers Grove, IL (08-01-304-002, -003, -022, -028 and 08-01-307-001, -002, and -003). The Alter Group, Petitioner and Owner.

Mr. Ainsworth reviewed the location of the 18.1-acre site which sat vacant. The lot is co-owned by the Alter Group and the Downers Grove Park District. The proposal is to redistribute the seven existing lots into two new lots. Lot 2 would be owned by the Downers Grove Park District and contain the existing wetland while Lot 1 would be owned by the Alter Group. No development plans were planned for the two lots at this time. Originally the entire site was set aside in the Comprehensive Plan for big box retail; however, due to development issues, the proposal tonight was for Lot 1 (3.3 acres) to go to the Alter Group and Lot 2 (14.8 acres) to go to the park district. Mr. Ainsworth discussed how certain provisions in the Comprehensive Plan encourage recreational opportunities within the village.

Continuing, Mr. Ainsworth reported the village would be entering into a subdivision improvement agreement with the two property owners for future public improvements based on future developments. Details followed. There were no standards for approval on this proposal although both lots met the lot dimension requirements in both the Subdivision and Zoning Ordinances.

Questions followed as to how the irregular shape was benefiting the owner, i.e., it allowed development to take place on Lot 1 and would have a buffer zone around the wetland, per county regulations. Asked if Lot 1 would have access to Walnut Avenue, Mr. Ainsworth explained it would depend upon the development coming in. Determining lot depth to Ogden Avenue was then discussed. Staff was satisfied with the lot depth.

Mr. Ken Rathje, Rathje Planning Services, 412 Chicago Avenue, Downers Grove, stated he was representing both owners and explained that the proposal was more of a lot consolidation into two lots versus a subdivision. A history of the parcels followed, noting that the park district had always planned to acquire the piece of property, for as long as 20 years, as open, passive space. Continuing, Mr. Rathje described that the Alter piece of property on the north would include access, at minimum, along Walnut Avenue with a possibility of a right-in/right-out on Ogden Avenue. Lot dimensions followed. To date, he said the park district had no plans to develop the property but was responsible for providing appropriate storm water management and appropriate public improvements when development came in. The same followed for the Alter Group. The depth of the property was, again, discussed, noting the narrowest part of Lot 1 was about 230 feet.

Mr. Quirk found it interesting that the site, even though being eyed by the park district for many years, was listed as a catalyst site for big box retail and mixed into the comprehensive plan. However, Mr. Rathje explained that many times public entities, when interested in acquiring property will not disclose, publicly, their interest and it was not unusual for a comprehensive plan to not disclose something similar. Mr. Rathje did acknowledge that there was language in the comprehensive plan that did anticipate the possibility of open space. He further explained the initial challenges of the property with the Alter Group.

DRAFT

Chairman Rickard opened up the meeting to public comment.

Ms. Donna DeLou, 4617 Druendel Road, Downers Grove, was pleased to see that the park district was acquiring the open space because she always had concerns about the property. Also there were many empty stores in the strip mall nearby. She was glad to see the open space because it helped with the flooding in the area but also helped with the wildlife. She asked that if future development does come in to keep the 100-year old tree on the site and the parties work with the park district.

No further comments followed.

Mr. Rathje emphasized that both parties will be obligated to provide stormwater detention for the development of their property, as appropriate and as required by the ordinance.

Chairman Rickard closed the public hearing and opened up the discussion to the commissioners.

Commissioner comments were that the proposal appeared to be a win for both parties; by having the wetlands removed from the lot, it made Lot 1 more marketable; and it was consistent with the comprehensive plan.

WITH RESPECT TO FILE 15-PLC-0021, MR. COZZO MADE A MOTION TO FORWARD A POSITIVE RECOMMENDATION TO THE VILLAGE COUNCIL, SUBJECT TO THE TWO (2) CONDITIONS LISTED IN STAFF'S MEMORANDUM.

SECONDED BY MRS. RABATAH. ROLL CALL:

**AYE: MR. COZZO, MRS. RABATAH, MR. BASSLER, MS. HOGSTROM, MR. QUIRK,
MR. THOMAN; CHAIRMAN RICKARD**

NAY: NONE

MOTION CARRIED. VOTE: 7-0