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**PLANNING & ZONING COMMISSION**  
**Regular Meeting**  
**Wednesday, February 21, 2018**  
**6:30 p.m.**

**Planning and  
Zoning Commission**

Anthony Spinelli,  
Chairman

Commission  
Members:  
Sean Cunningham  
Sam Forzley  
Jerry McGleam  
Samuel Glomp  
Joe Plahm  
Matthew Zolecki

**I. CALL TO ORDER**

**A. Pledge of Allegiance**

**B. Verify Quorum**

**C. Approval of Minutes: January 17, 2018 meeting**

**II. CHAIRMAN'S COMMENTS**

**III. PUBLIC HEARINGS**

**A. 18-03 12630 Archer Avenue Carlson Rezoning**

**B. 18-04 Willow Pointe Duplexes Annexation Agreement  
Amendment, Rezoning, and Preliminary PUD/Plat**

**IV. ACTION ITEMS**

**A. 17-14 1166 McCarthy Road Mierzwa Subdivision  
(continued from January 17, 2018 PZC Meeting)**

**V. GENERAL DISCUSSION**

**A. Update from Village Board**

**VI. AUDIENCE PARTICIPATION**

**VII. ADJOURNMENT**

**Community  
Development:  
Planning Division  
Staff**

Jason Berry, AICP,  
Community Development  
Director  
Jamie Tate, AICP,  
Consulting Planner

**Village of Lemont**  
**Planning and Zoning Commission**  
Regular Meeting of January 17, 2018

A meeting of the Planning and Zoning Commission for the Village of Lemont was held at 6:30 p.m. on Wednesday, January 17, 2018 in the second floor Board Room of the Village Hall, 418 Main Street, Lemont, Illinois.

**I. CALL TO ORDER**

**A. Pledge of Allegiance**

Chairman Spinelli called the meeting to order at 6:35 p.m. He then led the Pledge of Allegiance.

**B. Verify Quorum**

Upon roll call the following were:

Present: Cunningham, Glomp, McGleam, Plahm, Zolecki, Spinelli

Absent: Forzley

Community Development Director Jason Berry, Consulting Planner Jamie Tate and Village Trustee Ron Stapleton were also present.

**C. Approval of Minutes: November 15, 2017 Meeting**

Commissioner Zolecki made a motion, seconded by Commissioner Cunningham to approve the minutes from November 15, 2017 meeting with no changes. A voice vote was taken:

*Ayes: All*

*Nays: None*

*Motion passed*

**II. CHAIRMAN'S COMMENTS**

Chairman Spinelli greeted the audience. He then asked everyone in the audience to stand and raise his/her right hand. He then administered the oath.

**III. PUBLIC HEARINGS**

**A. 17-15 SAINTS CYRIL & METHODIUS PARISH CENTER SETBACK VARIATION**

Chairman Spinelli called for a motion to open the public hearing.

Commissioner McGleam made a motion, seconded by Commission Cunningham to open the public hearing for Case 17-15. A voice vote was taken:

*Ayes: All*  
*Nays: None*  
*Motion passed*

### **Staff Presentation**

Jamie Tate, Consulting Planner, said the applicant is requesting a variation to the UDO for rear setback. The requested variation is to allow a rear setback of 16 feet 9 inches instead of the 30 feet that is required in the R-4A Zoning District. They want to construct a new parish center on the site. The subject property is zoned R-4A Single-Family Preservation & Infill District. Per the UDO, churches are a special use in the R-4A Zoning District. While the original application was proposing rezoning, staff looked at the history of the subject site and the existence of several churches within residential districts. Staff's desire is to maintain the existing residential zoning for future uses. It is typical to find churches in residential zoning even while the classified land use might be Institutional.

There are four parcels that make up the campus at the intersection of Sobieski Street and Ledochowski Street. Parcel 1 is the southeast corner of the intersection and the location of all proposed changes and construction. Parcel 1 currently contains an existing church, a two-story brick rectory building, a frame garage, a brick garage, a playground area, and asphalt parking lot and open space. The parcel has a significant grade change with retaining walls along the sidewalk on both Czacki Street and Moczygemba Street.

Mrs. Tate stated the applicant is proposing to demolish the existing rectory building, two garages, and playground area to construct a new 11,444 square foot parish center. The new parish will be attached to the existing 11,101 square foot church. The interior of the new parish center is mainly offices and meeting rooms. It is categorized as "office" for off-street parking and requires 38 parking stalls. The existing parking lot is going to remain and they are proposing additional parking along Ledochowski Street with 7 parking stalls which will bring them to 226 parking stalls for the entire campus.

The new parish center meets all lot dimensional standards except the rear setback. R-4A requires a minimum 30' setback from the rear property line and the applicant is proposing 16'-9" which is 13'-3" short of the required minimum. There is an existing side yard setback nonconformity that is 8'-1" from the side property line to the nearest point. The code today would require a minimum of 27' of a setback, but the church was constructed in 1930 and most likely at the time there were no side yard setbacks.

A tree survey, tree preservation plan and landscape plan will be required as part of the site development process and must meet all regulations found in the UDO. The Village Engineer, Fire Marshall and Arborist have made comments in regards to this application and are included in staff's packet. Many of the comments are preliminary

and will be addressed through the site development permit process. The architect has been responsive and is already addressing comments.

Mrs. Tate then read through the Standards for Variations which were included in staff's packet. The architect did provide a picture of what the view would look like from the rear setback as far as what the distance would be from the street. Lastly, staff does recommend approval contingent on compliance with outstanding comments.

Chairman Spinelli said the total lot coverage shown for Lot 1 is 67.6%. From looking at the site plan it seems a little low and would think that it would be greater than 70%.

Mrs. Tate stated she could verify it with the Village Engineer.

Commissioner McGleam asked what are staff's recommendations.

Mrs. Tate said she didn't really have comments but rather items that would be required for the process. One of the questions that she had was the replacement of the playground and where that is going.

Chairman Spinelli asked if the Village Engineer's and Fire Marshall's comments have been addressed.

Ben Deanda, Fire Marshall, stated he has not seen any answers to his comments at this time.

Mrs. Tate said that is one of the conditions that they need to be in compliance with any outstanding comments.

Chairman Spinelli asked if the Village Engineer and Fire Marshall seen the response letter from January 10<sup>th</sup>.

Mrs. Tate stated she included it in the packet but it has not been forwarded on at this time.

Chairman Spinelli asked if there were any further questions for staff at this time. None responded. He then asked if the applicant wanted to make a presentation.

### **Applicant Presentation**

Karen Kristianson, Newman Architecture, introduced Father Valdi Stawiarski of St. Cyril and Methodius Parish (SSCM).

Father Valdi thanked the Commission for their time and consideration of this case. St. Cyril has been a part of this community for almost 150 years providing religious and education opportunities for people who live in the community and within the

vicinity. The new parish center is something that they have thought of for the last decade or more. They have been working out of the rectory which was meant to be the residence for the priest. The last few years it has been turned into office space and meeting space. They need something more professional to provide services for the parishioners and those who are part of the community. They have been raising money to address this need and have come up with this beautiful building which will complement the church. He thanked the Commission again for their time and consideration.

Ms. Kristianson said she would like to address a couple of concerns. The playground will move across the street by the school. They plan on addressing the Fire Marshall comments before final building permit drawings. Their civil engineer reached out to the Village's Engineer to address some of his comments also. There are a couple of reasons for the placement on the site. There is a large existing gathering plaza on the north side and they didn't want to hinge on that. There is also a connection to go back into the existing church so there is an accessible connection. Because of that connection it had landlocked where the building could sit. So there is a reason why it was placed there. She stated she is available for any questions.

Chairman Spinelli said on the site plan there appears to be a grass area between the pavers that are being extended and the building.

Ms. Kristianson stated that is correct. Part of the tie is where it connects into the building. They want the church to be the dominant feature on the sight which is why they are using similar materials to make this blend together. If they push farther forward they would go into the parking area and they do not want to lose parking either.

Chairman Spinelli asked if the trees that are shown south of the addition going to remain.

Ms. Kristianson said that is the intent. One of the things that they will be working on before they come back for building permit is the landscape plan and tree preservation plan.

Chairman Spinelli stated there is a storm sewer that is coming out of the southwest corner of the detention basin right through about five of the trees. If the intent is to preserve them then that outlet storm sewer needs to be adjusted for a better attempt to save those trees. He asked if the relocated statue is part of this addition.

Ms. Kristianson said there are two statues that will switch places.

Commissioner McGleam asked what does this setback give them inside the building.

Ms. Kristianson showed a layout of what the building will look like on the inside. If they were to shorten the building they would be losing meeting room space. One of

the goals was to be able to fit 150 people at tables and chairs. If they don't have this then they are losing a major function of the building.

Chairman Spinelli stated if they rotated the rooms 90 degrees and had two meeting rooms you would be able to fit about 270 people in chairs.

Ms. Kristianson said it might be possible but she would have to look further into that. This parish is very pressed for meeting space. They only have one small meeting room in the existing rectory. To be able to have three rooms to subdivide gives them the ultimate flexibility for different ministries during the day and not have to be in the school trying to meet with kids around.

Chairman Spinelli asked if prior to drawing this up did they meet with staff.

Ms. Kristianson stated they met with staff either in July or August of 2017. They wanted to make sure that the Building Department and Planning Development was good with it. Besides the variance staff had pushed for the rezoning of the property which is why they submitted with the rezoning. After working with Mrs. Tate, staff felt there was no need to rezone the parcels.

Commissioner Zolecki asked where are they now with the project.

Ms. Kristianson said they just finished bidding and have selected a general contractor. So they are waiting to move forward based on approvals and hope to start the project right after Easter.

Commissioner Zolecki asked if they planned on adding any additional landscaping to the south.

Ms. Kristianson stated that the entire parcel would have to be brought up to code in regards to landscaping.

Commissioner Zolecki said they need to consider that south side specifically with the elevations and how it relates to those meeting rooms and the homes across the street. There is a home across the street that has second story windows. He would recommend screening with some evergreen trees on the south. The same consideration needs to be taken with lighting on the building. The elevations can make it deceiving. There also needs to be more screening for mechanicals on the southwest corner. Staff's Engineer had commented to some degree about the retaining wall on the east and mentioned visual screening which he is assuming landscaping on top of that wall. He asked if they could consider a form liner or decorative concrete for the wall. This might help with the visual instead of a blank concrete wall.

Commissioner Cunningham asked if anyone currently lives in the rectory and is there any residency planned for the new parish center.

Father Valdi stated he currently lives in the rectory. They are planning on possibly using a house across the street that they own for a rectory so there will be no residency at the new parish.

Chairman Spinelli asked if at the time they had met with staff, did they advise you to proceed with as much drawings as was done with the variance that was being requested.

Ms. Kristianson said not at that time. They were planning on coming before the Commission much sooner, but when they asked for the rezoning they had to get some alta surveys done. They had a difficult time getting them and they were not able to submit back until towards November and then they found out they did not need them.

Chairman Spinelli stated there has been a lot of money spent on the drawings. He is not sure where the break down happened, but they should have been advised to proceed with caution before spending all the money on the drawings. The variance is for a 50% reduction on a setback.

Ms. Kristianson said when they had met with them there were not that many concerns about what they are proposing and the direction that they are taking, therefore they weren't as hesitant.

Commissioner McGleam asked if they got a sense that they were proceeding at risk.

Ms. Kristianson stated probably. They wanted to submit earlier but with the added variance requirement and some additional stuff needed for the variance it delayed their submittal.

Chairman Spinelli asked if the Commission had any further questions for the applicant at this time. None responded. He then asked if there was anyone in the audience that wanted to come up and speak in regards to this public hearing.

### **Public Comment**

Beverly Young, 601 Ledochowski Street, asked where is the playground going to be located.

Chairman Spinelli said his understanding is that they are going to move it north of the church.

Ms. Young asked what is going to be located where the playground was and how many feet from the street will the building be.

Chairman Spinelli stated part of it will be building.

Mrs. Tate said the variance is from Moczygamba Street which is south. There is no variance from Ledochowski Street because it is set back significantly.

Ms. Kristianson stated she wanted to clarify that the playground is going in the grassy area by the parking lot on the southeast side. It will be located on parcel 4.

Jeff Wandersen, 600 Moczygamba Street, said it is so much above street level and so close to the street that he is concerned that it will make the street seem narrow.

Chairman Spinelli stated from the plans that he has seen both retaining walls are going to remain. He asked if there were any more questions or comments from the audience. None responded. He then called for a motion to close the public hearing.

Commissioner McGleam made a motion, seconded by Commissioner Zolecki to close the public hearing for Case 17-15. A voice vote was taken:

*Ayes: All*

*Nays: None*

*Motion passed*

### **Plan Commission Discussion**

Chairman Spinelli stated that Moczygamba Street is narrow and the homes on the south side are also very close to the roadway. The landscape plan should include some lower type plantings to break up the view of all building along the upper retaining wall. He is disappointed if the applicant was not advised as to how much of a variance they would be asking for. The current staffing was not there at the time and he does not know who they met with. This might be something that they need to discuss with the current staff.

Chairman Spinelli asked if there were any further comments from the Commission. None responded. He then called for a motion for recommendation.

### **Plan Commission Recommendation**

Commissioner McGleam made a motion, seconded by Commissioner Cunningham to recommend to the Mayor and Board of Trustees approval of Case 17-15 St. Cyril & Methodius Parish Center Rear Setback Variation with the following conditions:

1. Comply with Fire District comments.
2. Comply with Village Engineer comments
3. Review potential conflict between the proposed storm sewer at the detention area and the existing trees.
4. Review additional landscape screening to the south elevation.
5. Review lighting at the south elevation to ensure no adverse effects to neighboring properties.
6. Review mechanical screening at the southwest corner of the proposed building.
7. Review form liner or architectural treatments to the proposed retaining wall.

A roll call vote was taken:

*Ayes: McGleam, Cunningham, Zolecki, Glomp, Plahm, Spinelli*

*Nays: None*

*Motion passed*

Chairman Spinelli called for a motion for Findings of Fact.

Commissioner Glomp made a motion, seconded by Commissioner McGleam to authorize the Chairman to approve the Findings of Fact for Case 17-15 as prepared by staff. A voice vote was taken:

*Ayes: All*

*Nays: None*

*Motion passed*

### **B. 18-02 New Horizon Homes Rezoning 127<sup>th</sup> and Rolling Meadows**

Chairman Spinelli called for a motion to open the public hearing for Case 18-02.

Commissioner McGleam made a motion, seconded by Commissioner Glomp to open the public hearing for Case 18-02. A voice vote was taken:

*Ayes: All*

*Nays: None*

*Motion passed*

### **Staff Presentation**

Mrs. Tate, Consulting Planner, said John Jurinek of New Horizon Home Builders, the owner the subject property, is seeking rezoning from B-3 Arterial Commercial District to R-5 Single Family Attached District. The purpose of the rezoning change is to allow the construction of a residential subdivision comprised of approximately 22 single-family detached dwelling units. The subject property is 8.5 acres and the Comprehensive Plan designates this area as Employment Center.

In 1996, approximately 76 acres were annexed and zoned which included 42 acres of R-4 Single-Family Detached Zoning District and 34 acres of B-3 Commercial Zoning District. In 2002, there was an amendment to the Annexation Agreement for this site rezone 18.09 acres of the B-3 Arterial Commercial District to R-4 Detached Single-Family District. After the rezoning was approved, only 15.91 acres of land fronting 127<sup>th</sup> Street remained as B-3 Arterial Commercial District. It has been slowly reduced over the years to become residential. The rezoning of this proposal would remove the opportunity of a commercial project nearest to the I-355 exit at 127<sup>th</sup> Street. She showed on the overhead the subject property and the property that is owned by the Illinois Tollway.

Mrs. Tate stated the proposal is for the rezoning only and the plans included are conceptual and preliminary in nature to demonstrate the applicant's reasoning for the

rezoning. The plans show one east-west street off of Rolling Meadows Drive terminating with a cul-de-sac that abuts Tollway property and Lemont Park District property. There are 22 single-family dwelling units which are approximately 11,000 square feet to 12,000 square feet. At this time, the proposed lots would require exceptions within the PUD including but not limited to:

- Reduced minimum side yard setback to 10 feet from 15 feet
- Reduced minimum corner side yard setback to 15 feet from 25 feet
- Reduced pavement width to 27 feet from 30 feet

The Comprehensive Plan shows the area as Employment Center. The primary benefit is generating local employment, and may have a secondary benefit of providing useful services to local residents. Whereas retail districts primarily exist to provide services of use to residents and visitors, with the secondary benefit of adding employment. The buildings in this type of district vary widely in size but are generally no more than three stories high. Within the Comprehensive Plan, a Target Industries report was created. It identifies ten locations within the Village or its planning area as economic activity centers. These activity centers are the locations where the Village's targeted industries are already located or may be located in the future. This area being proposed for a zoning change is one of the Economic Activity Centers that is a growth target area for the health care industry and the professional, scientific & technical service industry.

Mrs. Tate said they did look at the LaSalle factors for the standards for rezoning and also general analysis which looks at consistency with the Comprehensive Plan, compatibility with existing land use, and transportation and access. She then read through the LaSalle factors and general analysis listed in staff's packet. A Technical Review Committee meeting was held on December 8, 2017 to discuss the rezoning and potential residential subdivision. The Village Engineer had comments related to stormwater management. The Fire Department had concern about the cul-de-sac size. The Planning Department had concerns about the lot sizes and setback variance requests. They would like to see a safe pedestrian connection, a landscape buffer between the rear yards and uniform landscaping. However, they also have concerns about changing the zoning when it does not meet the future land use map. The Lemont Police Department has concerns about street lighting, adding a stop bar and stop sign and providing a safe lit connection to the park with a sidewalk. Representatives from the Lemont Park District mentioned concerns about impact fees and expressed they are open to a pedestrian connection from the cul-de-sac to Mayfair Park.

The proposed rezoning would not follow the future land use map in the Comprehensive Plan but would allow for faster development as the applicant is ready to start building homes. The proposed rezoning would remove the opportunity for a non-residential use at the west exist of 127<sup>th</sup> and I-355. Staff is available for any questions and the applicant is present also.

Chairman Spinelli asked what was the purpose of the request being R-5 and not the R-4 zoning. His concern is that the R-5 zoning does allow for duplexes. The current rezoning request is not tied to a preliminary plat guaranteeing single-family detached houses.

Mrs. Tate stated it allowed for smaller lot sizes. The applicant had no intention of building attached dwellings.

Mr. Berry asked if they could make it a condition.

Chairman Spinelli said they could not since there is no preliminary plat attached to it. He would rather see an R-4 Zoning request and when they have a plat they can come back and ask for variances on lot sizes or at that time change it to R-5 when they are definitely platting single-family detached lots.

Mr. Berry stated their intention was to get this in front of the PZC early. The question at hand is should this piece of property be rezoned from commercial to residential.

Commissioner McGleam asked what is the recommendation from staff.

Mr. Berry said it is hard to make a recommendation when the Comprehensive Plan states that the property should be commercial. This is a commercial piece that is on the very edge of Cook County which makes it very difficult to develop. This is a higher level of discussion because there are other pieces of properties from Rolling Meadows to Smith Road that are also zoned commercial.

Chairman Spinelli stated one difference with those properties is that they have direct access to 127<sup>th</sup> Street. He travels this area a lot and feels that this commercial piece unfortunately is on the wrong side of the interchange. He does not see this piece of property being commercial.

Mr. Berry said when this was annexed in there were over 30 acres that were commercial. Over the years it was chipped away and it became less and less practical as a commercial piece.

Chairman Spinelli asked when the original subdivision came in was the park donation based on the number of residential units or acreage.

Mr. Berry stated he did not look at that.

Mr. Jurinek, applicant, stated on the first and second phase they gave the money. On the third phase they gave two acres of land and that is what they are going to developing.

Discussion continued in regards to impact fees.

Chairman Spinelli asked if there were any further questions for staff. None responded. He then asked the applicant to make a presentation.

### **Applicant Presentation**

John D. Jurinek, New Horizon Homes Builders, said this commercial land has been listed on and off for the last 14 to 15 years and for the last two years consistently. There have been only two to three interested parties. Either the taxes are too high, or there is not enough land or too much land. The people that have bought homes from them do not want to see commercial go up on that land. They would prefer more homes.

Chairman Spinelli asked if in their sales office do they have a drawing indicating that property is zoned commercial.

Mr. Jurinek stated that they verbally tell all their clients that it is zoned commercial and they do not know what the future of that property is. They do let them know that they are trying to change the zoning and they still purchase them.

Chairman Spinelli said they have heard his comments earlier in regards to R-5 zoning. He is confident that they will not build duplexes, but his hesitation is that it would entitle them to. He asked if they would consider R-4 zoning.

John Jurinek, Sr. stated when they originally were talking that is what they were looking at, but it was recommended to go with the R-5. They are planning to build 22 single-family homes. Their design of homes are narrow with side loaded garages and that is what they want to continue. Their goal is to get this zoned residential and they do not care if it is R-4 or R-5. This property will not sell as commercial. As far as the impact fees, they will do whatever is required. They plan on building the same type of homes that are on Willow Drive, but these will just be a little bit smaller.

Chairman Spinelli asked if there were any further questions for the applicant. None responded. He then asked if there was anyone in the audience that wanted to speak in regards to this public hearing.

### **Public Comment**

Regina Miller, 16482 Pasture Drive, said she enjoys the beautiful homes that the Jurinek's have built. The 19 years that she has lived there she has driven past a vacant parcel. She understands that it is zoned commercial; however in her mind it does not make sense to have a commercial property exit onto Rolling Meadows, which is a safety concern.

Gladstone Mechler, 12727 Smith Road, asked if the property to the south was being developed and who owns the property to the north.

Chairman Spinelli stated that the property to the south is being developed and the property to the north is owned by the Tollway.

Mr. Mechler asked what the zoning was for the properties in Phase One and Two.

Chairman Spinelli said they are zoned R-4.

Mr. Mechler stated it would make sense to zone this then R-4.

Chairman Spinelli asked if there was anyone else in the audience that wanted to speak in regards to this case. None responded. He then asked the representative from the Lemont Park District if he could comment about any improvement plans for the existing park.

Larry Rizzo, Director of Parks and Maintenance for Lemont Park District, said they are in the process of scheduling construction of the new Mayfair Park. It is going to be starting the spring of this year. They are in the process of purchasing the access property from the Tollway. They have preliminary plans for utilizing that property but there is no real commitment to that. They are still open for improving their development in any way. The Park District does feel that residential would be a good decision for that commercial property and it would be a nice addition to the Mayfair Park. They are in favor of having access to the park from the new development.

Pat Jurinek, New Horizon Homes, stated their mind has always been for single family homes. She asked if they did the R-4 with a PUD can they come before the Commission and ask for the variances and side lots. If they can't then that is why they would go for the R-5. They need a minimum of 22 lots to make this financially feasible for them to move forward. Otherwise they would rather leave that land vacant and get a different piece of land that they could develop.

Chairman Spinelli said the current proposal at R-5 is still asking for a side yard setback. The R-4 will be requiring the same exact request. The minimum square footage on an R-4 size lot is 12,500 and the minimum width is 90 feet. He would personally support residential, and without seeing a plan would probably support reduced lot sizes to keep it R-4. The other potential is if they were coming in with a final plat at the same time as the R-5 zoning, he would then possibly consider the R-5 zoning because the plat is going with it. He understands that they don't want to spend the money if they don't know if they are going to get the zoning. He would prefer at this point that the request be change to an R-4 zoning request and move forward as an R-4 as opposed to an R-5.

Mr. Berry stated that the public notice is a request for rezoning and does not specify that it is an R-5 so it would be appropriate enough to consider an R-4.

Eric Peterson, 16531 Willow Drive, said he just moved in recently and did know that there was vacant commercial property behind them. There are a lot of other vacant buildings in Lemont. Even though this one has closer access to I355, their anticipation was that it was not necessarily developable as commercial. He is in support of rezoning the property to single-family homes, but agrees that it should be rezoned as R-4. He did not buy this home to have multi-family dwellings behind him.

Chairman Spinelli asked if there was anyone else in the audience that wanted to speak in regards to this public hearing. None responded. He then called for a motion to close the public hearing.

Commissioner McGleam made a motion, seconded by Commissioner Zolecki to close the public hearing for Case 18-02. A voice vote was taken:

*Ayes: All*

*Nays: None*

*Motion passed*

### **Plan Commission Discussion**

Chairman Spinelli said he stated several times that he would rather see this parcel as an R-4 zoning. He does not see it as commercial because there is no direct access to 127<sup>th</sup> Street. The Employment Center designation is a B-3 which is a less restrictive zoning than all the other stuff on 127<sup>th</sup> and it still can't sell. He feels this is on the wrong side of the highway. He supports residential but with the R-4 zoning.

Commissioner Glomp stated the neighborhood grew up around this when they envisioned this. He feels it also needs to go to R-4.

Commissioner Cunningham said it is nice to see the future plans but this is purely just rezoning.

Chairman Spinelli asked the applicant if they would like to revise the request from an R-5 to a different zoning.

Mrs. Jurinek stated her concern is if she asks for a continuance and come back asking for R-5 with a plat attached showing single-family homes they could always deny it. She would want to know if this is a viable thing for them to do.

Chairman Spinelli said instead of asking for a continuance, because she has only heard their opinion and not the Village Board, let it continue and hear the Village Board's opinion prior to spending any money on surveys and/or plats.

Mr. Jurinek, Sr. stated they would like proceed and change the rezoning to R-4 single-family.

Chairman Spinelli asked if there were any further questions or comments. None responded. He then called for a motion for recommendation.

**Plan Commission Recommendation**

Commissioner Zolecki made a motion, seconded by Commissioner Cunningham to recommend to the Mayor and Board of Trustees approval of Case 18-02 rezoning from B-3 Arterial Commercial to R-4 Single-Family Detached District. A roll call vote was taken:

*Ayes: Zolecki, Cunningham, McGleam, Glomp, Plahm, Spinelli*

*Nays: None*

*Motion passed*

Chairman Spinelli called for a motion for Findings of Fact.

Commissioner Glomp made a motion, seconded by Commissioner McGleam to authorize the Chairman to approve the Findings of Fact for Case 18-02 as prepared by staff. A voice vote was taken:

*Ayes: All*

*Nays: None*

*Motion passed*

**IV. ACTION ITEMS**

**A. 17-14 - 1166 MCCARTHY ROAD MIERZWA SUBDIVISION**

**Staff Presentation**

Jamie Tate, Consulting Planner, said Wanda Mierzwa is the Trustee of the Mierzwa Family Member of Trust, who are the owners of the subject property. They are being represented by John Antonopoulos who could not be present this evening. They are seeking a Final Plat of Subdivision for the purpose of creating an additional lot to construct a single-family detached residence. Their 0.9 acre lot is proposed to be divided into two single-family lots and staff is recommending approval.

The surrounding land use is R-4 Single-Family Detached Residential. Lot 1 will house the existing residence and Lot 2 will have the new single-family resident. Both lots will meet the lot size and lot width. There are no plans at this time for the new residence but at the time of construction, impact fees will be calculated and paid. There is no concerns with access or traffic. The UDO will require landscaping and landscape trees at the time of permit for the new single-family residence.

Mrs. Tate stated the Village Engineer has requested preliminary engineering to show that water and sewer are available to each platted lot. The applicant's engineer requested relief from the water for the new single family home. There is water from a well on the property. He stated that sewer runs within the west side of the front yard

ROW and they will comply with Village standards for connection. The applicant's engineer states that drainage is in an existing ditch system on McCarthy Road and 6<sup>th</sup> Street without curb and gutter. The Fire Marshall had no comments and the Village Arborist made comments listed in staff's packet. She showed on the overhead an aerial view of the subject property and said staff does recommend approval.

Chairman Spinelli clarified that it was the applicant's engineer that is requesting relief from the water requirement.

Mrs. Tate said that is correct.

Chairman Spinelli asked if they received anything from the applicant that they may have received preliminary approval from Cook County Health Department that would allow a well on this lot.

Mrs. Tate stated she has not seen anything from Cook County Health Department. She does not believe that staff has asked for that.

Commissioner McGleam asked if the Village Engineer commented on the request to use a shared well.

Mr. Berry said he has not.

Chairman Spinelli stated he has an issue with recommending approval of a subdivision when we don't know if Cook County Health Department will approve a well on it. He asked staff what happens if they approve the lot for a well and then find out the lot is too small for a well. He recommended tabling the item until more information is provided on the well.

Discussion continued in regards to the well and the size of the lot.

### **Applicant Presentation**

Judie Mechalek said this is her mom's property and she has lived there for over 70 years. Everyone on 6<sup>th</sup> Street has wells and everyone on 4<sup>th</sup> Street has water. Their intention was selling this other lot and using the proceeds to help take care of her mother. For this area, sewers were brought in after the tornado hit, but everyone kept their wells.

Chairman Spinelli stated they are not against the well. He just wants to make sure that if the County states that a certain acreage is needed they have the ability to adjust the lot line accordingly before it is recorded.

Trustee Stapleton said he believes you cannot do a shared well.

Mrs. Mechalek stated she knows and would not do a shared well.

John Mechalek asked if that is the only issue.

Chairman Spinelli said they are only looking at the resubdivision. There are no engineering drawings for them to look at. There should be no issues that he could see once they confirm what the minimum lot size needs to be for the well.

Commissioner Zolecki stated fundamentally there are no issues.

Chairman Spinelli asked if there was anyone else in the audience that wanted to speak in regards to this case.

### **Public Comment**

None

### **Plan Commission Recommendation**

Commissioner McGleam made a motion, seconded by Commissioner Cunningham to recommend a continuation of Case 17-14 to the next available meeting for the following reason:

1. To allow the applicant time to research Cook County's Public Health Department requirements for minimum lot size for a well.

A voice vote was taken:

*Ayes: All*

*Nays: None*

*Motion passed*

## **V. GENERAL DISCUSSION**

### **A. Update from Village Board**

Mr. Berry said the Pasture Drive Shed Variation will go before the COW (Committee of the Whole) on February 19<sup>th</sup>. At the next Village Board meeting, they should be approving the 132<sup>nd</sup> Court Annexation and Rezoning. Donegal should be coming before the Village Board also.

Chairman Spinelli asked if the met all of the conditions.

Mr. Berry stated the screening was discussed at length and it was proposed to the Village Board that they would provide a donation to the Village for trail or other landscape improvements in lieu of the screening on the bridge. The concern was getting the IDOT approval and the maintenance. The discussion started with getting the maintenance bond to providing this donation. The Kotlin Annexation, Rezoning and Preliminary Plat will also be at the next board meeting.

Commissioner McGleam asked what the deadline was for getting a public hearing on an agenda.

Mr. Berry said it is 15 days but they generally state 21 days.

Discussion continued in regards to when the Commissioners receive staff's packet.

Commissioner McGleam asked if there was any update on getting the utility easement for Ruffled Feather's sanitary sewer.

Mr. Berry said public works and the Village Engineer have been looking at it. There are some issues with some of the ponds in there as well so he thinks they are looking at it in a comprehensive way.

Chairman Spinelli stated the roundabout on Christopher Drive in Rolling Meadows, the very first home on the south side, has large parties at least three to four times a year. The roundabout is designed so cars cannot park there. People who attend the party always park in the roundabout which is causing a safety hazard. He asked if public works can put up no parking signs there.

## **VI. AUDIENCE PARTICIPATION**

None

## **VII. ADJOURNMENT**

Chairman Spinelli called for a motion to adjourn the meeting.

Commissioner McGleam made a motion, seconded by Commissioner Glomp to adjourn the meeting. A voice vote was taken:

*Ayes: All*

*Nays: None*

*Motion passed*

*Minutes prepared by Peggy Halper*



TO: Planning & Zoning Commission

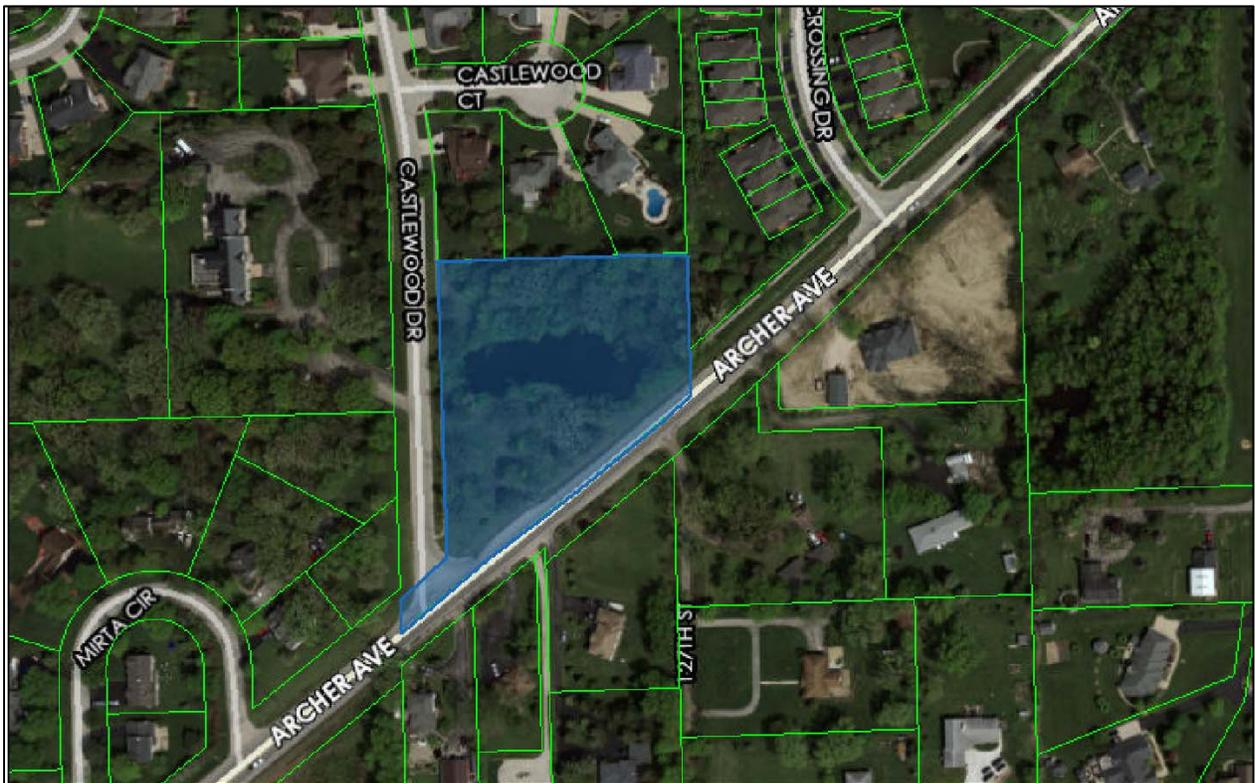
FROM: Jamie Tate, AICP, Consulting Planner

SUBJECT: Case 18-03 12630 Archer Avenue Carlson Rezoning

DATE: February 21, 2018

**SUMMARY**

Mark and Stephanie Carlson, owners of the subject property, are seeking Rezoning to R-4 Single-Family Detached Residential District from B-1 Office/Retail Transitional District for the purposes of constructing one single family detached residence. This home site was originally proposed as Lot 1 in Castlewood Estates shown in Attachment 3. Staff is recommending approval.



*Subject site shown in blue*

## PROPOSAL INFORMATION

Case No.	18-03
Project Name	12630 Archer Avenue Rezoning – Carlson Residence

General Information	
Applicant	Mark and Stephanie Carlson
Status of Applicants	Owners
Requested Actions:	Rezoning
Purpose for Requests	Construct a single-family detached home
Site Location	12630 Archer Avenue (PIN: 22-27-300-047-0000)
Existing Zoning	B-1 Office/Retail Transitional District
Size	91,577 square feet (2.10 acres)
Existing Land Use	Vacant land
Surrounding Land Use/Zoning	North: R-4 Single-Family Detached Residential District (residence) South: Unincorporated Cook County Single-family Residence District East: R-5 Single-Family Attached Residential District (Bailey's Crossing Townhome Subdivision) West: R-1 and R-4 Single-Family Detached Residential District (residences and Ateitis Foundation)
Lemont 2030 Comprehensive Plan	The Comprehensive Plan map designates this area Infill Residential (INF).

## BACKGROUND

The applicants are requesting Rezoning to allow construction of one single-family home on a 2.10 acre lot. There is a large pond in the center of the lot that makes a portion of the lot unbuildable and naturally separates the north part of the lot from the south part off the lot along Archer Avenue. The applicants are proposing to construct the home in the northwest corner of the site along Castlewood Drive and to leave the remaining portion of the site undeveloped therefore taking advantage of the existing trees and vegetation.

## STANDARDS FOR REZONING

The UDO does not establish any specific criteria that must be met in order for the Village Board to approve a rezoning request. Likewise, Illinois Statutes does not provide any specific criteria. Historically, Illinois courts have used eight factors enunciated in two court cases, LaSalle Bank of Chicago v. Count of Cook (1957) and Sinclair Pipeline v. Village of Richton Park (1960), when evaluating the validity of zoning changes. The so-called “LaSalle factors” are as follows:



1. The existing uses and zoning of nearby property;
2. The extent to which property values are diminished by the particular zoning;
3. The extent to which the destruction of property values of the complaining party benefits the health, safety, or general welfare of the public;
4. The relative gain to the public as compared to the hardship imposed on the individual property owner;
5. The suitability of the property for the zoned purpose;
6. The length of time the property has been vacant as zoned, compared to development in the vicinity of the property;
7. The public need for the proposed use; and
8. The thoroughness with which the municipality has planned and zoned its land use.

Staff finds the proposed zoning amendment from B-1 to R-4 meets the eight LaSalle factors.

## GENERAL ANALYSIS

**Consistency with Lemont 2030 Comprehensive Plan.** The Lemont 2030 Comprehensive Plan map envisions this area as Infill Residential (INF) land use.

The proposed development is consistent with the goals of the Lemont 2030. The rezoning will allow the construction of a single-family detached home. The 2030 Plan states “any new development in INF will be consistent with the established character of the neighborhood”. The applicant has stated in the Project Summary (Attachment 2) that the proposed home will be constructed of similar style, size and design as the Castlewood Community. In the Our Homes section of the 2030 Plan, a Guiding Principle is to ‘encourage infill development’. This vacant lot surrounded by residentially zoned land will meet the goals of the 2030 Plan by encouraging infill development in an existing neighborhood. Also pursuant to the Lemont 2030 plan, sidewalks for pedestrians will be incorporated since there is an existing sidewalk and parkway along Castlewood Drive.

**Compatibility with Existing Land Uses.** There are no compatibility issues. The properties to the north, south and west are single-family detached homes. The property to the east is an established townhome subdivision.

**Traffic & Site Access.** Staff has no concerns with access or traffic. The amount of traffic that is generated by one single-family home is not significant enough to impact the level of service of Castlewood Drive or Archer Avenue.

**Landscaping.** The UDO requires parkway trees be installed. Staff is recommending that 1 canopy tree is installed every 40 ft. pursuant to UDO Table 17-20-01. There is existing vegetation that should be saved as much as possible and the applicant should adhere to the Tree Preservation code found in the UDO at time of permit.



**Engineering & Stormwater.** Engineering is requesting a full current topo of the site so that the high water level of the existing lake can be determined. The Village Engineer also recommends soil borings at the proposed home site, due to possible poor local soil conditions and a potential high water table that could affect basement drainage. The Village Engineer also requested the applicant to consider providing a sidewalk on this lot along Archer Avenue. The sidewalk along Castlewood is already constructed.

**Village Arborist Comments.** The Village Arborist notes that at permit a tree inventory will be required for trees 6 in. in diameter at breast height or larger. Owner will also be responsible for tree protection fencing and an action plan for tree care activities such as root pruning, crown pruning, and fertilizing for trees that are to be saved, pursuant to UDO Section 17.20.130 Tree Preservation.

**Fire District Comments.** The Fire Marshal had no comments after reviewing the rezoning and the preliminary proposed site plan.

## **CONCLUSIONS & RECOMMENDATIONS**

The proposed Rezoning meets with the goals of the Lemont 2030 plan and meets the requirements of the UDO as presented. Staff recommends approval.

1. Owners will meet all requirements of the Village's UDO at time of permit.

## **ATTACHMENTS**

1. Site Photographs
2. Application package
3. Lot 1 of Castlewood Estates Topo and Plan



Attachment 1. Site Photos



Figure 1 of 3: Streetview looking southeast from Castlewood Drive where near entrance to proposed home



Figure 2 of 3: Streetview looking northeast from Castlewood Drive near Archer Avenue





Figure 3 of 3: Streetview looking northwest from Archer Avenue



# Rezoning Application Form

**APPLICANT INFORMATION**

Mark & Stephanie Carlson

Applicant Name

Company/Organization

1249 Keough Street - Lemont, IL 60439

Applicant Address

815-693-5700 (F) 815-531-3401

Telephone & Fax

mcarlson@carlson-construction.net

E-mail

**CHECK ONE OF THE FOLLOWING:**

- Applicant is the owner of the subject property and is the signer of this application.
- Applicant is the contract purchaser of the subject property.
- Applicant is acting on behalf of the beneficiary of a trust.
- Applicant is acting on behalf of the owner.

**PROPERTY INFORMATION**

12630 Archer Ave. Lemont, IL 60439

Address of Subject Property/Properties

22-27-300-047-0000

Parcel Identification Number of Subject Property/Properties

2 acres

Size of Subject Property/Properties

**DESCRIPTION OF REQUEST**

Requested Zoning: R4

**REQUIRED DOCUMENTS**

See Form 502-A, *Rezoning Application Checklist of Required Materials*, for items that must accompany this application.

**FOR OFFICE USE ONLY**

Application received on: \_\_\_\_\_

By: \_\_\_\_\_

Application deemed complete on: \_\_\_\_\_

By: \_\_\_\_\_

Current Zoning: \_\_\_\_\_

Fee Amount Enclosed: \_\_\_\_\_

Escrow Amount Enclosed: \_\_\_\_\_



**Rezoning Overview:**

Property Common Address:	12630 South Archer – Lemont, IL 60439
Acreage of Property:	2.10 acres (91,577 square feet)
Existing Zoning:	B-1
Proposed Zoning:	R-4
Proposed Residential Density:	.476 units/acre
Total Square Footage Coverage by Structures:	3,428 square feet (3.74% lot coverage)
Total Square Footage Covered by Roads/Impervious:	2,388 square feet (2.6% lot coverage)

**Project Summary:**

The zoning request is to modify the property located at 12630 Archer from the current B-1 to R-4 zoning to enable the construction of one single family home. The property has an existing naturally fed pond that acts as a natural division between the north and south sides of the property. The surrounding land uses to the north are single family; the east townhomes; the west religious/institutional and to the south is a variety of vacant land and single family homes.

The R-4 zoning change is a natural fit to the area. Modifying the zoning will protect the existing property owners from any of the uses that would be allowed under the current commercial zoning. There has never been any type of development on the property and given the substantial amount of sites available in the major thoroughfares within the village, this site would not be a viable candidate with the challenges associated with the pond that divides the site, a deterrent to commercial development.

Upon receiving a formal rezoning approval for the subject parcel, our intention is to construct one single home on the property for our family to reside in fronting on Castlewood Drive. We are current residents of the Covington Knolls subdivision and wish to build a new home to afford our children the ability to maintain many of the existing day to day aspects of their lives.

At this time, we have no intentions to subdivide the parcel. We are making every effort to place the home on the lot in a manner that preserves as many of the quality and mature trees as possible as well as take advantage of the pond to enhance the natural character of our home. There are no variances being requested and all setbacks and easements within the zoning ordinance will be maintained including front side and rear yard.

The home that is currently being designed will fit in with the general architectural character in size and design of the surrounding Castlewood community to the north. The exterior of the home will be generally constructed utilizing a combination of brick and stone with a small amount of cedar siding to meet or exceed the standards within the immediate area and ultimately preserving the integrity of the Castlewood community.



**Special Warranty Deed  
ILLINOIS**

Freedom Title Corporation  
2280 Hicks Road  
Suite 415  
Rolling Meadows IL 60008

Doc# 1633549883 Fee \$44.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 11/30/2016 09:40 AM PG: 1 OF 4

6716152 1/3

*Above Space for Recorder's Use Only*

THIS AGREEMENT between **Byline Bank**, formerly known as North Community Bank, party of the first part, and **Mark Carlson**, 17250 New Lenox Rd., Joliet, IL 60433, party of the second part, WITNESSETH, that the party of the first part, for and in consideration of the sum of TEN and 00/100 Dollars and other good and valuable consideration in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, and pursuant to the authority of the Board of Directors, by these persons does REMISE, RELEASE, ALIEN AND CONVEY unto the party of the second part, and to his/her/their heirs and assigns, FOREVER, all the following described real estate, situated in the County of Cook and State of Illinois known and described as follows, to wit: *(see legal description rider attached as page 3 hereto)*

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the party of the first part, either in law or equity, of, in and to the above described premises, with the hereditaments and appurtenances: TO HAVE AND TO HOLD the said premises as described on legal description rider, attached hereto, with the appurtenances, unto the party of the second part **Mark Carlson** his/her/their heirs and assigns forever.

And the party of the first part, for itself, and its successors, does covenant, promise and agree, to and with the party of the second part, his/her/their heirs and assigns, that it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that the said premises, against all persons lawfully claiming, or to claim the same, by, through or under it, it WILL WARRANT AND DEFEND,

SUBJECT to: General Taxes for the year 2016 and subsequent years; Covenants, conditions and restrictions of record, if any;

Permanent Real Estate Index Number(s): 22-27-300-047-0000

Address(es) of Real Estate: 12630 S. Archer Ave., Lemont, IL 60439

**REAL ESTATE TRANSFER TAX**

29-Nov-2016



COUNTY:	34.00
ILLINOIS:	68.00
TOTAL:	102.00

22-27-300-047-0000

| 20161101682745 | 0-403-140-800

The date of this deed of conveyance is November 17, 2016.

IN WITNESS WHEREOF, the GRANTOR aforesaid has caused its Corporate Seal to be hereto affixed, and has caused its name to be signed these presents by its Real Estate Counsel, on the date stated herein.

Byline Bank

By: Elka Nelson, Real Estate Counsel, Its authorized agent

State of Illinois  
County of Cook ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Elka Nelson personally known to me to be the Real Estate Counsel of Byline Bank, formerly known as North Community Bank, and 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 severally acknowledged that as such Real Estate Counsel, she signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said corporation, as her free and voluntary act, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.



Given under my hand and official seal 11-17, 2016

Notary Public

This instrument was prepared by:  
Elka Nelson  
Byline Bank  
180 North LaSalle Suite 300  
Chicago, Illinois 60601

Send subsequent tax bills to:

Mark Carlson  
17250 New Lenox Rd  
Joliet, IL 60433

Recorder-mail recorded document to:

Mark Carlson  
17250 New Lenox Rd  
Joliet, IL 60433

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# PLAT OF SURVEY

PROFESSIONAL LAND SURVEYING, INC.

3080 OGDEN AVENUE SUITE 307  
LISLE, ILLINOIS 60532  
PHONE: 630-778-1757  
PROF. DESIGN FIRM # 184-004196  
E-MAIL: info@plsilsle.com

## LEGAL DESCRIPTION

(AS PROVIDED TO SURVEYOR)

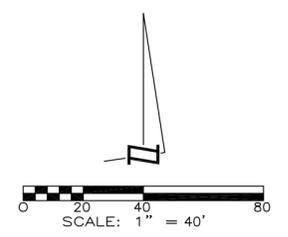
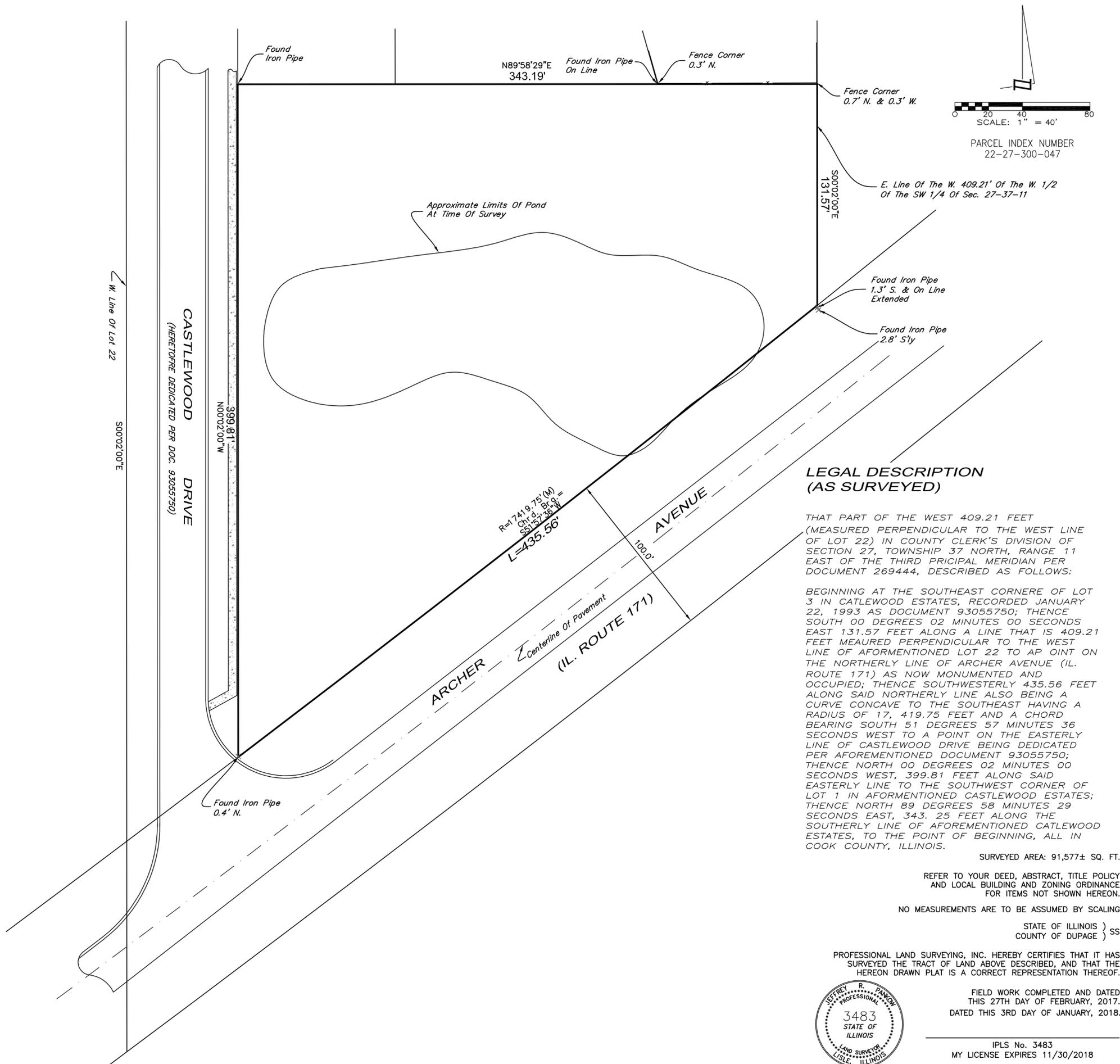
THAT PART OF THE WEST 409.21 FEET (MEASURED PERPENDICULAR TO THE WEST LINE OF LOT 22) IN COUNTY CLERK'S DIVISION OF SECTION 27, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN PER DOCUMENT 269444, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF LOT 22 AT THE NORTHWESTERLY RIGHT OF WAY LINE OF ARCHER AVENUE, BEING 33 FEET NORTHWESTERLY OF THE CENTERLINE; THENCE NORTH 0 DEGREES 02 MINUTES WEST ALONG THE WEST LINE OF LOT 22, 328.0 FEET; THENCE NORTH 89 DEGREES 58 MINUTES EAST, 330.96 FEET TO A POINT 50.00 FEET NORTHWESTERLY OF THE EXISTING CENTERLINE OF THE ARCHER AVENUE RIGHT OF WAY; THENCE SOUTHWESTERLY ALONG A LINE 50.00 FEET NORTHWESTERLY OF THE CENTERLINE OF ARCHER AVENUE, BEING A CURVE LINE CONVEX SOUTHEASTERLY AND HAVING A RADIUS OF 10,061.08 FEET, AN ARC DISTANCE OF 219.72 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 52 DEGREES 33 MINUTES 10 SECONDS WEST, 198.76 FEET TO A POINT 66.0 FEET EAST OF THE WEST LINE OF SAID LOT 22; THENCE NORTH 0 DEGREES 02 MINUTES WEST, 256.11 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS,

AND ALSO,

THAT PART OF THE WEST 409.21 FEET (MEASURED PERPENDICULAR TO THE WEST LINE) OF LOT 22 IN COUNTY CLERK'S DIVISION IN SECTION 27, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

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SURVEYED AREA: 91,577± SQ. FT.

REFER TO YOUR DEED, ABSTRACT, TITLE POLICY AND LOCAL BUILDING AND ZONING ORDINANCE FOR ITEMS NOT SHOWN HEREON.

NO MEASUREMENTS ARE TO BE ASSUMED BY SCALING

STATE OF ILLINOIS )  
COUNTY OF DUPAGE ) SS

PROFESSIONAL LAND SURVEYING, INC. HEREBY CERTIFIES THAT IT HAS SURVEYED THE TRACT OF LAND ABOVE DESCRIBED, AND THAT THE HEREON DRAWN PLAT IS A CORRECT REPRESENTATION THEREOF.

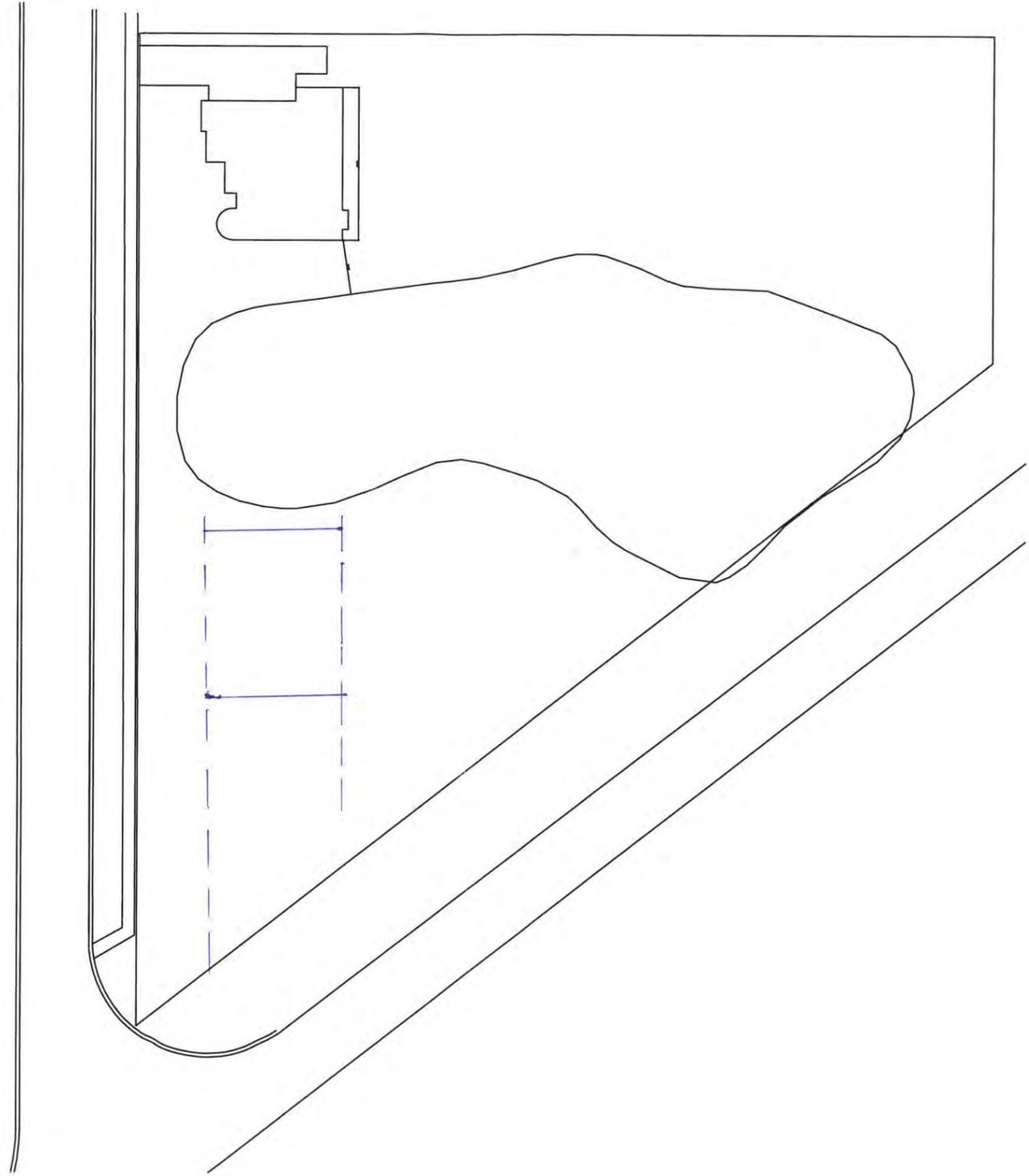


FIELD WORK COMPLETED AND DATED THIS 27TH DAY OF FEBRUARY, 2017.  
DATED THIS 3RD DAY OF JANUARY, 2018.

IPLS No. 3483  
MY LICENSE EXPIRES 11/30/2018

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

PREPARED FOR: CARLSON  
ADDRESS: 12630 S. ARCHER AVE. LEMONT, ILLINOIS  
BOOK & PG: \_\_\_\_\_ DATE: 12-29-17 JOB NO: \_\_\_\_\_  
DRAWN BY: \_\_\_\_\_ CHECK BY: \_\_\_\_\_  
REVISED: \_\_\_\_\_



# PLAT OF SURVEY

PROFESSIONAL LAND SURVEYING, INC.

3080 OGDEN AVENUE SUITE 307  
LISLE, ILLINOIS 60532  
PHONE: 630-778-1757  
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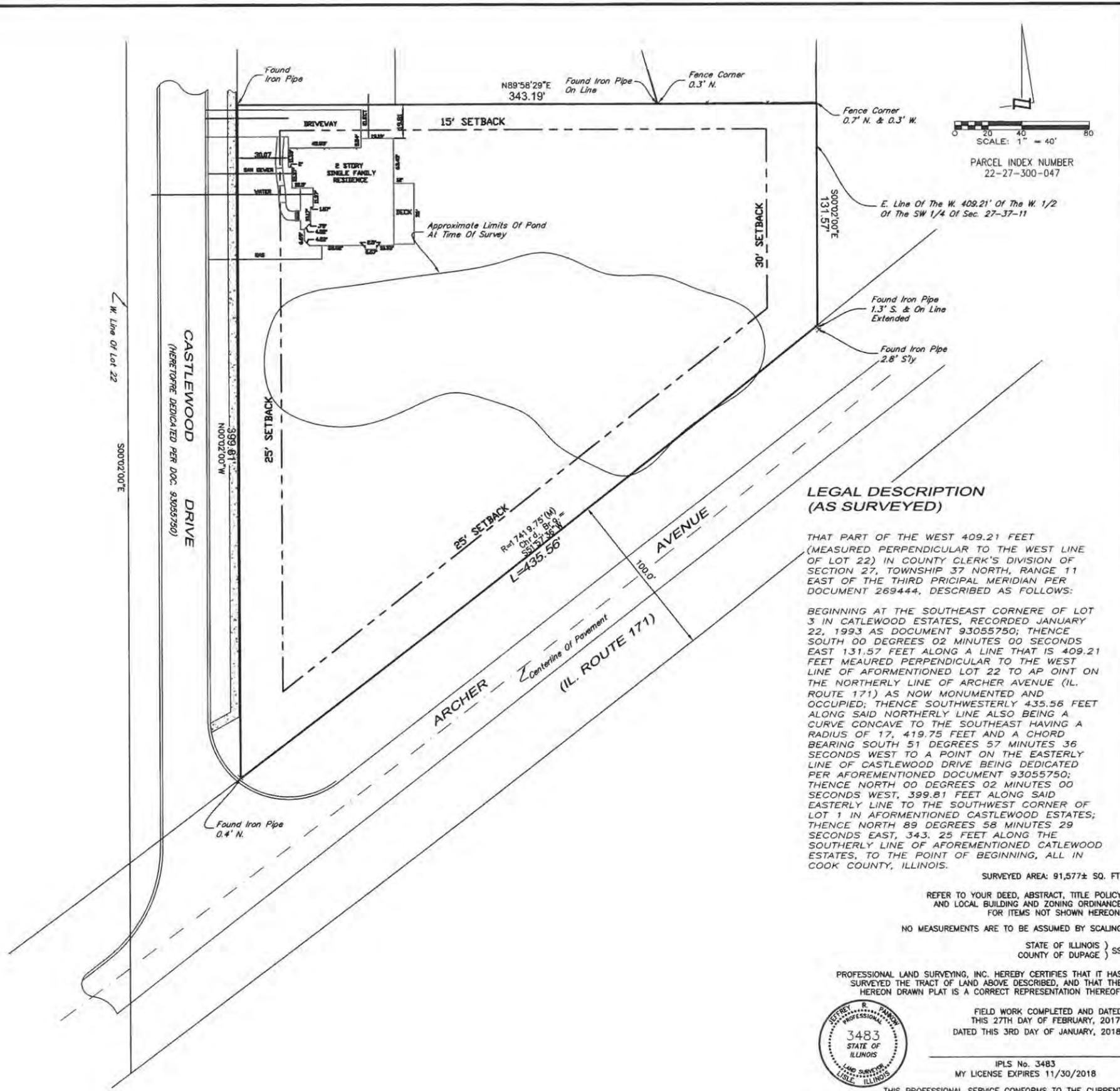
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AND ALSO,

THAT PART OF THE WEST 409.21 FEET (MEASURED PERPENDICULAR TO THE WEST LINE) OF LOT 22 IN COUNTY CLERK'S DIVISION IN SECTION 27, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

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## LEGAL DESCRIPTION (AS SURVEYED)

THAT PART OF THE WEST 409.21 FEET (MEASURED PERPENDICULAR TO THE WEST LINE OF LOT 22) IN COUNTY CLERK'S DIVISION OF SECTION 27, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN PER DOCUMENT 269444, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 3 IN CASTLEWOOD ESTATES, RECORDED JANUARY 22, 1993 AS DOCUMENT 93055750; THENCE SOUTH 00 DEGREES 02 MINUTES 00 SECONDS EAST 131.57 FEET ALONG A LINE THAT IS 409.21 FEET MEASURED PERPENDICULAR TO THE WEST LINE OF AFOREMENTIONED LOT 22 TO A POINT ON THE NORTHERLY LINE OF ARCHER AVENUE (IL ROUTE 171) AS NOW MONUMENTED AND OCCUPIED; THENCE SOUTHWESTERLY 435.56 FEET ALONG SAID NORTHERLY LINE ALSO BEING A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 17,419.75 FEET AND A CHORD BEARING SOUTH 51 DEGREES 57 MINUTES 36 SECONDS WEST TO A POINT ON THE EASTERLY LINE OF CASTLEWOOD DRIVE BEING DEDICATED PER AFOREMENTIONED DOCUMENT 93055750; THENCE NORTH 00 DEGREES 02 MINUTES 00 SECONDS WEST, 399.81 FEET ALONG SAID EASTERLY LINE TO THE SOUTHWEST CORNER OF LOT 1 IN AFOREMENTIONED CASTLEWOOD ESTATES; THENCE NORTH 89 DEGREES 58 MINUTES 29 SECONDS EAST, 343.25 FEET ALONG THE SOUTHERLY LINE OF AFOREMENTIONED CASTLEWOOD ESTATES, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

SURVEYED AREA: 91,577± SQ. FT.

REFER TO YOUR DEED, ABSTRACT, TITLE POLICY AND LOCAL BUILDING AND ZONING ORDINANCE FOR ITEMS NOT SHOWN HEREON.

NO MEASUREMENTS ARE TO BE ASSUMED BY SCALING

STATE OF ILLINOIS )  
COUNTY OF DUPAGE ) SS

PROFESSIONAL LAND SURVEYING, INC. HEREBY CERTIFIES THAT IT HAS SURVEYED THE TRACT OF LAND ABOVE DESCRIBED, AND THAT THE HEREON DRAWN PLAT IS A CORRECT REPRESENTATION THEREOF.



FIELD WORK COMPLETED AND DATED THIS 27TH DAY OF FEBRUARY, 2017.  
DATED THIS 3RD DAY OF JANUARY, 2018.

IPLS No. 3483  
MY LICENSE EXPIRES 11/30/2018

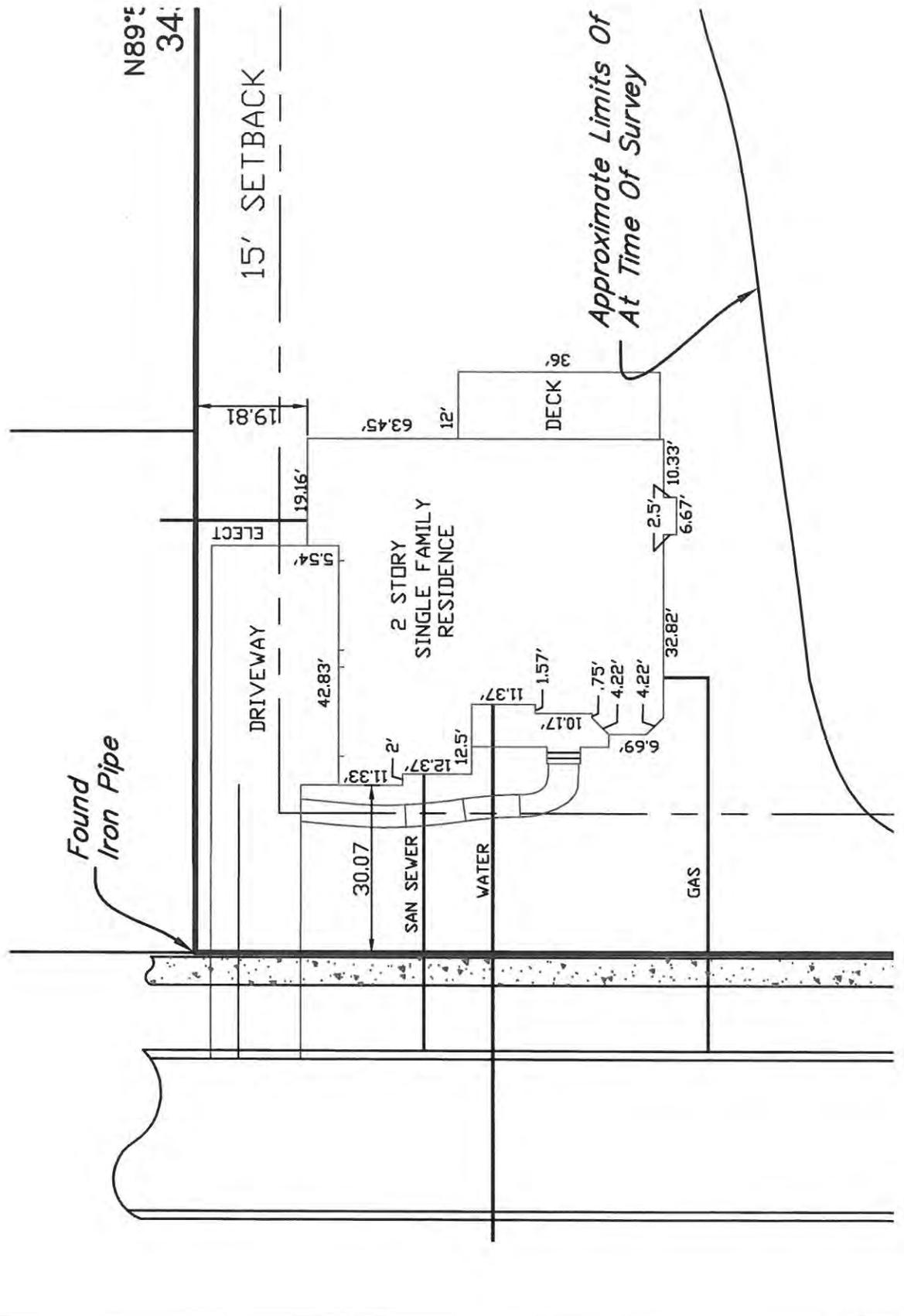
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

PREPARED FOR: CARLSON  
ADDRESS: 12630 S. ARCHER AVE. LEMONT, ILLINOIS  
BOOK & PG: \_\_\_\_\_ DATE: 12-29-17 JOB NO: \_\_\_\_\_  
DRAWN BY: \_\_\_\_\_ CHECK BY: \_\_\_\_\_  
REVISED: \_\_\_\_\_

N89°E  
34'

15' SETBACK

Approximate Limits Of  
At Time Of Survey



Found Iron Pipe

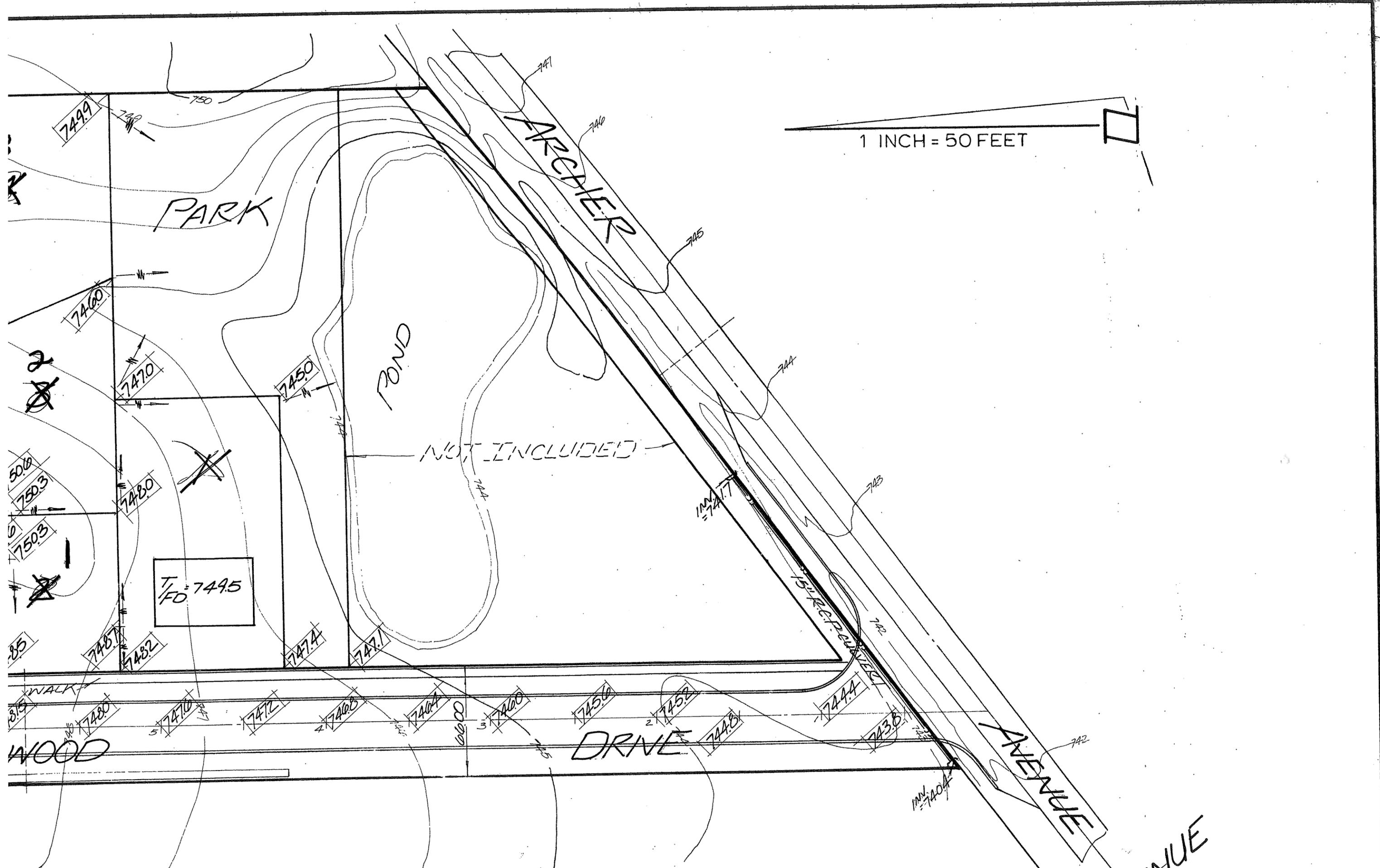
DRIVEWAY  
ELECT

2 STORY  
SINGLE FAMILY  
RESIDENCE

DECK

SAN SEWER  
WATER  
GAS

W.



PARK

POND

ARCHER

1 INCH = 50 FEET

NOT INCLUDED

T1  
FD 7495

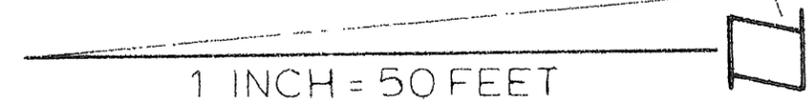
WOOD

DRIVE

AVENUE

AVENUE

164.79 100.21 33.10



LOT 3

H  
5  
2

LOT 2

205.14

LOT 1

F.H.  
268  
4.58

ARCHER

NOT  
INCLUDED

ST-4A 24" Ø C.B.  
RIM=745.50  
INV=743.00

48" Ø C.B.

93.24 208' x 12" R.C.P.

ST-A 60" Ø F.H.  
RIM=747.90  
INV=737.13 (18'S)  
736.88 (21" W)  
737.63 (22'E)

S-5 48" Ø F.H.  
RIM=747.1  
INV=738.20

ST-1 48" Ø C.B.  
RIM=742.81  
INV=739.81

ST-2A 24" Ø INLET  
TYPE A  
RIM=743.00  
INV=740.00

ST-1A 24" Ø INLET  
TYPE A  
RIM=743.00  
INV=740.00

CASTLEWOOD

DRIVE

AVENUE

FIRE HYDRANT  
W/AUX. VALVE  
(EXISTING)

FIRE HYDRANT  
W/AUX. VALVE  
(EXISTING)

12" WATER MAIN (EXISTING)

12" x 12" x 6" TEE

12" x 12" x 6" TEE

15' x 12" R.C.P.

50' x 8" R.C.P.

30.5' x 8" P.V.C.

379.4' x 18" R.C.P.

12' x 12" R.C.P.

15' x 12" R.C.P.

27' x 12" R.C.P.

STOP SIGN

48" Ø F.H.

24" Ø INLET

INV=741.7

ST-1 48" Ø F.H.  
RIM=745.43  
INV=735.43 (18'S)  
735.43 (21" W)  
735.43 (22'E)

ST-1A 48" Ø C.B.  
RIM=744.31  
INV=735.31

220' x 8" R.C.P.

15' x 12" R.C.P.

TO: Planning & Zoning Commission

FROM: Jamie Tate, AICP, Consulting Planner

THUR: Jason Berry, AICP, Community Development Director

SUBJECT: Case 18-04 Willow Pointe Duplexes Rezoning and Preliminary PUD

DATE: February 21, 2018

[www.lemont.il.us](http://www.lemont.il.us)

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## SUMMARY

Matthew Dill of Teton Development LLC, the contract purchaser of the subject property, is seeking Rezoning to R-5 Single Family Attached Residential District from R-4 Single-Family Detached Residential District, a Preliminary PUD and Preliminary Plat of Subdivision. The purpose of the requested zoning entitlements is to allow the construction of a 42 home single-family duplex community. Staff is recommending approval with conditions.



## PROPOSAL INFORMATION

Case No. 18-04

Project Name Willow Pointe Rezoning and Preliminary PUD

### General Information

Applicant	Matthew Dill, Teton Development LLC
Status of Applicant	Contract purchaser
Requested Actions:	Rezoning, and Preliminary PUD/Plat, Annexation Agreement Amendment
Purpose for Requests	42 duplex units with R-5 zoning
Site Location	13101 Parker Road (PIN: 22-35-300-002-0000)
Existing Zoning	R-4 Single-family residential (vacant)
Size	11.99 acres
Existing Land Use	Vacant land
Surrounding Land Use/Zoning	North: R-4 Unincorporated Cook County, Single-Family Residence District (Fox Hills Subdivision)
	South: R-3 Unincorporated Cook County, Single-Family Residence District (Fox Estates Subdivision)
	West: R-4 (Village) Single-Family Detached Residential (Kettering Subdivision)
	East: R-3 Unincorporated Cook County Single-Family Residence District (Fox Estates Subdivision)
Lemont 2030 Comprehensive Plan	The Comprehensive Plan map designates this area Conventional Neighborhood (CVN)

## BACKGROUND

The subject property was annexed to the Village and zoned R-5 Single-Family Attached Residential in June 2008 for a senior assisted living development called Paradise Park. A development plan was approved for Paradise Park to construct five 16-unit assisted living/memory care buildings as well as sixteen Senior Independent Living Manor Homes for a total of 96 units on the subject property. A club house and an attached garage with accessory uses including food service, beauty/barber salon, administrative and marketing offices, landscaped grounds and gazebo, putting green and entertainment area were included in the

plan. This senior development never came to fruition and eight years later in June 2016, the Village approved a rezoning of the subject property from R-5 Single-Family Attached Residential to R-4 Single-Family Detached Residential and a preliminary PUD/Plat to allow the construction of a 27 single-family detached home subdivision known as Fox Meadows by Tempo Development Inc. Despite receiving entitlement for the property, Tempo Development did not move forward with its purchase contract and never began the construction of Fox Meadows.

## **PROPOSAL**

The proposed Willow Pointe subdivision will consist of 42 dwelling units on 21 duplex lots. Each home will be designed to accommodate ranch and ranch with loft style duplex homes with an average lot size of approximately 13,356 square-feet. Each home will range in variety from a single story ranch home to a 1.5 story home. The square footage of each home will generally range between 1,900 sf to 2,200 sf.

**Technical Review Committee.** Prior to submitting a formal application, the applicant submitted plans to the Technical Review Committee (TRC) on October 3, 2017. At that time, the applicant presented a concept plan to all members of the TRC that included 21 two-family attached dwelling units for a total of 42 residences.

The TRC raised concerns about open space, setbacks, landscaping, access points, lighting, stormwater, pathway connections and tree preservation. Previous plans and approvals were discussed including annexation agreement requirements, allowed variances and recapture amounts.

**Application.** Following the TRC, the applicant revised the subdivision layout, provided information on existing trees, delivered preliminary engineering, and updated the landscape plan. The revisions were incorporated into their application for a Preliminary PUD/Plat that is before the PZC today.

## **DEPARTURES FROM ZONING STANDARDS**

Section 17.08.010 of the UDO describes the purpose of PUDs: “Within the framework of a PUD normal zoning standards may be modified. The resulting flexibility is intended to encourage a development that is more environmentally sensitive, economically viable, and aesthetically pleasing than might otherwise be possible under strict adherence to the underlying zoning district’s standards.” The table below illustrates how the application deviates from the current standards of the UDO. Below is a summary of current UDO standards, how the proposed PUD differs from those standards, and staff’s recommendations related to those deviations.

<b>UDO Section</b>	<b>UDO Standard</b>	<b>Proposed PUD</b>	<b>Staff Comments</b>
<b>17.07.010 (Table 17.07.01)</b>	30 ft. minimum rear yard setback in R-5	The proposed rear yard setbacks are 25 ft. for the interior lots.	Staff finds the deviation acceptable as the majority of the duplexes meet the requirement and the deviation only applies to the interior lots. The requested deviation will not affect the existing adjacent properties.
<b>17.07.010 (Table 17.07.01)</b>	15 ft. minimum side yard setback in R-5	The proposed interior side yard setbacks are 10 ft.	Staff finds this deviation acceptable as the R-5 zoning district is considered medium density and a 10 ft. setback still provides 20 ft. between each duplex building. The Lemont 2030 Plan recommends compact and efficient design for these types of parcels and subdivisions.
<b>17.26.040.C.1</b>	Cul-de-sacs shall not be more than 300 lineal feet in length.	The proposed cul-de-sac is greater than 300 feet in length.	Staff recommends approval as long as emergency vehicles can safely maneuver the area and the plan is approvable by the Fire Marshal. Staff is in favor of reducing the amount of curb cuts on Parker Road and reducing intersection conflicts at 131 <sup>st</sup> and Parker Road. The subdivision revision from the first submittal removed the closest access point near 131 <sup>st</sup> and Parker Road.
<b>17.08.030.D</b>	All PUDs with a residential component must include 15% open space for the benefit of residents within the PUD.	The applicant is providing 2.16 (18%) acres of open spaces; however, of that open space only 0 acres (0%).	With the limited area for open space staff would find a deviation of less than 15% acceptable if a plan for a common amenity (e.g. benches, gazebo, flower garden, etc.) is placed on Lot 22 and in the stormwater/detention area.
<b>Appendix GLS-10</b>	Minimum pavement width for	Proposed at 30 ft. pavement width with 60 ft. ROW.	The pavement width is 30 ft. and will meet code. The 60 ft. ROW is consistent with the

<b>Table 17-26-10</b>	streets back-to-back curb 30 ft. and 66 ft. ROW  Minimum pavement width for local streets 27 ft.		prior approved single-family subdivision
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**STANDARDS FOR REZONING**

Illinois courts have used an established set of criteria when evaluating the validity of zoning changes. The criteria are known as the LaSalle factors, as they were established in a 1957 lawsuit and serve as a useful guide to planners and appointed and elected officials who are contemplating zoning changes. The LaSalle factors are as follows with Staff analysis:

- 1. *The compatibility with the existing use and zoning of nearby property;*

**Analysis:** The proposed zoning and existing zoning are both compatible with the existing use and zoning of nearby properties. Both R-4 and R-5 would be appropriate for the subject property. They both allow residential subdivisions and development which is the surrounding zoning and land use on all sides.

- 2. *The extent to which property values of the subject property are diminished by the existing zoning restrictions;*

**Analysis:** The property value of the subject property are not diminished by the existing zoning restrictions. The applicant wishes to rezone the property to develop the land and therefore increase the property value. According to the applicant, the price points of the proposed duplex homes will be from the \$390s to the upper \$400s which should enhance the overall values in the area.

- 3. *The extent to which the proposed amendment promotes the public health, safety, and welfare of the Village;*

**Analysis:** The proposed rezoning for the purpose of a high quality duplex subdivision will promote the health, safety, and welfare of the Village by providing desirable housing that meets most all standards set forth in the Village’s code and policies. The housing will be built to the most modern building codes and provide amenities such as a multi-use path connection to encourage non-motorized modes of transportation. The development will provide housing for all sectors of resident’s life, as many homebuyers in their senior years are looking for minimal maintenance with less or no stairs while still maintaining quality construction and modern amenities.

4. *The relative gain to the public, as compared to the hardship imposed upon the applicant;*

**Analysis:** There is no hardship upon the subject property's owners, as the requested rezoning will allow the owners to achieve their desired development of subject property and increase the value of the land. Lemont residents will gain an opportunity to live in a low maintenance high quality home subdivision that is in the community they call home close to their family and friends. It provides homebuyers the opportunity to down size to a home that is either a ranch or at least has a first floor master bedroom.

5. *The suitability of the subject property for the purposes for which it is presently zoned;*

**Analysis:** The site is suitable to be zoned residential whether R-4 or R-5. It is noted that it has not been developed in either zoning district to this point and two proposals have been presented and approved by the Village in the past. Nonetheless, residential zoning is appropriate as determined by the Village's 2030 Comprehensive Plan.

6. *The length of time that the subject property in question has been vacant, as presently zoned, considered in the context of development in the area where the property is located;*

**Analysis:** The site has been vacant as R-4, Detached Single Family for approximately two years. Previously, the site was vacant as R-5, Attached Residential Zoning District for approximately eight years. The site has never been developed even while housing and subdivisions have been built around it over the years.

7. *The public need for the proposed use; and*

**Analysis:** A duplex subdivision such as Willow Pointe will provide a housing variety that will allow residents and new homebuyers to age in place, possibly close to their families and friends when the typical homes found in the Village are that of more traditional two-story home. Ranches and first-floor master homes are becoming more and more desirable as the baby boomer generation ages and searches for homes more appropriate for their lifestyle.

8. The thoroughness with which the municipality has planned and zoned its land use.

**Analysis:** The proposed amendment is in line with the Village's plans and policies as further discussed below.

## GENERAL ANALYSIS

**Consistency with Lemont 2030 Plan.** The Comprehensive Plan map designates the subject property Conventional Neighborhood (CVN). Per Lemont 2030, the CVN is:

“Characterized by mostly single-family detached homes, with some single-family attached homes and multi-family homes incorporated throughout the district. The different housing types in this district are designed to relate to each other to create cohesive streetscapes. Similarity of massing, building setbacks, architectural styles, and exterior building materials help single-family attached blend with surrounding single-family detached homes. Neighborhoods in this district have a typical gross density of two to four dwelling units per acre...All neighborhoods in this district will have a walkable design with streets that connect in a logical manner throughout the neighborhood in a seamless transition to adjacent developments.

The proposed development is consistent with the goals of the Lemont 2030 Comprehensive Plan. The proposed development falls in line with typical gross density at 3.5 dwelling units per acre. The proposal achieves the following recommendations in the Our Homes section of the 2030 Plan:

*Achieve and Maintain the Right Housing Mix*

- Allow Duplexes on corner locations within Single-Family Zoning Districts
- Encourage Residential Planned Unit Developments that Contain a range of Housing products
- Encourage more single-family attached housing in order to provide the opportunity for family to live near each other at different stages of their lives.

**Consistency with PUD Objectives.** UDO Section 17.08.010.C lists 11 different objectives to be achieved through planned unit developments. The applicant has provided a narrative regarding the objectives related to Willow Pointe provided within Attachment 8. Staff analysis is below:

1. *To ensure that future growth and development which occurs is in accordance with the policies and goals of the Village.* The proposed PUD supports this objective as it achieves many goals of the 2030 Comprehensive Plan.
2. *To provide a more desirable living environment by preserving and integrating the natural environment and landscape features of the property into land development.* The wetland in the northwest corner of the site is being preserved and celebrated with naturalized plantings and a passive recreation area with benches. The pond will adhere to the Native Planting Guidelines and be reviewed by the Village Ecology Consultant.
3. *To stimulate creative approaches to the residential, commercial and industrial development of land.* The proposed PUD supports creative approaches through the development of a challenging property with wetlands on the subject property and a relatively small parcel of land.

4. *To encourage and stimulate economic development with the Village.* The site is undeveloped; the proposed development would utilize the land while keeping the nature and character of the surrounding neighborhoods intact.
5. *To preserve or enhance natural features on the site.* The wetland area in the northwest corner of the site is being maintained and enhanced as a natural detention basin.
6. *To provide useable open space areas within a reasonable distance of all dwelling units.* The stormwater area will have benches for residents to utilize. The applicant states they intend to add open space features to Lot 22 in the future. Lot 22 is currently proposed as secondary access for emergency vehicles with a Grasscrete path from Eliza Court to 131<sup>st</sup> Street.
7. *To facilitate, in a cost effective manner, the development and maintenance of adequate public services.* The Village's requirements for Land/Cash Fees help ensure the maintenance of adequate public services.
8. *To encourage patterns of and uses that decrease trip lengths and increase the use of modes of transportation other than a private vehicle.* Willow Pointe is providing a multi-use path along Parker Road that will connect to the pathway system across the street at Kettering. Within Kettering, there is a dedicated park space that will be developed as the subdivision moves towards completion. It is the hope that residents will use these pathways to travel to outside destinations therefore reducing the reliance on private vehicles.
9. *To reduce energy demand and consumption.* While the developer delivers energy efficient homes and is committed to providing lower utility bills, it is true that the land vacant would produce less demand of and consumption of energy. It is also assumed that the land will eventually develop into a site that utilizes energy. As explained in the applicant's project summary, typical Beechen and Dill homes are more energy efficient and committed to providing homebuyers with less expensive energy bills. This assists in the objective to reduce energy demand and consumption.
10. *To encourage the introduction of related and complementary land uses.* The proposed duplex subdivision is a complementary land use to detached single family homes. A traditional land use pattern is comprised of more density and [sometimes] multi-family or two-family homes along the buffers of subdivisions. These transition areas provide the opportunity for diversifying the housing choice options and buffering the internal single-family home lots with denser home lots on the fringe and borders.
11. *To allow a clustering of residential uses on smaller lots to conserve or create open space.* The proposed subdivision is designed to with smaller lots to concentrate the development away from the environmentally sensitive wetland area in the northwest corner of the site. This wetland detention area is also serving as the open space for the subdivision.

**Compatibility with Existing Land Uses.** The properties to the north, south, and east are large lot rural single-family residences. The properties to the west are R-4 Detached Single-Family homes and lots in the Kettering Subdivision. The applicant is proposing a higher residential density than the properties immediately adjacent, however; the distance between the actual buildings will be sufficient. Additionally, Staff is recommending a landscape buffer/easement along the property lines that abut the existing residences and the applicant has been agreeable to the suggestion.

**Traffic & Site Access.** The site is proposed to be from one full access point off of Parker Road farthest from the intersection of 131<sup>st</sup> Street and Parker Road. The first proposal and previously approved Fox Meadows subdivision was designed with two access points off of Parker Road. With this new subdivision proposal, Staff was looking for less movement conflicts nearest the intersection of 131<sup>st</sup> and Parker Road. The applicant provided a trip generation comparison in the Petition for Rezoning.

**Landscaping.** The applicant has submitted a landscape plan and existing tree survey. The majority of the trees are of poor quality species, in poor condition, and in the construction area. The eight trees on the plan indicated to be saved are boundary line trees or they are over the property line. There is an opportunity to save more trees if the proper precautions are taken by the applicant's arborist along the east edge of the trench for the storm sewer. There is a 30" Boxelder on the site that should be removed (Tree 103) and an 18" elm in poor condition that should also be removed (Tree 87). The Village Arborist also notes the street trees must be a minimum of 3" caliper and the housing units along the southern and eastern property lines should have at least one tree behind each unit. This is in line with the recommendation staff made to provide a landscape buffer along the southern and eastern property lines abutting the existing residential homes. Full comments from the Village Arborist are attached.

The Village Ecologist also provided comments on the landscape plan. The detention facility is indicated as natural; however, a full maintenance plan was not submitted for review. The Ecologist found the plans acceptable for Preliminary PUD approval but also provided some comments that must be addressed. The development will require a full native planting maintenance and monitoring plan at the time of final PUD submittal. Full comments from the Village Ecologist are attached.

**Building Design.** The applicant has submitted a rendering of the type of housing unit proposed. The single-family attached (duplexes) are proposed to be constructed with brick and masonry materials, engineered wood, architectural shingles and decorative accents. There will be front elevation options for homebuyers, but the applicant wishes to maintain a uniform and complimentary feel throughout the subdivision, so the changes in elevations will be minimal. The homes will be designed to have the appearance of single-family homes with

varying roof peaks therefore helping to blend the duplex subdivision into the existing neighborhoods.

**Engineering Comments & Stormwater Management.** The Village Engineer has completed two reviews of the preliminary engineering plans and stormwater calculations. He has requested more information regarding drainage calculations and the method being used to determine the calcs. The applicant's engineer should determine the Base Flood Elevation of the area north of 131<sup>st</sup> Street at Parker Road and confirm that the Willow Pointe duplexes will not be adversely affected by its 100-year high water elevation. The approximate recapture fee amounts been provided but it is noted that the amount provided may change due to an agreement between Lemont and Homewerks, LLC. Village Engineer's full comments are attached.

**Fire District Comments.** The Fire Marshal's comments are attached; he generally finds the plans acceptable. However, he does mention that additional hydrants may be required so that no portions of the buildings will be more than 300 feet from any hydrant. The Fire Marshal's full comment letter is attached.

## **CONCLUSIONS & RECOMMENDATIONS**

Overall, the proposed development is well-designed considering the size of the site and natural wetland area. The proposal complies with most requirements of the UDO considering the challenges the site contains. The applicant is meeting parkway landscaping and major street landscaping. The proposal also achieves the goals of the Lemont 2030 Comprehensive plan. The subdivision provides a diverse high-quality housing choice allowing current Lemont residents the opportunity to downsize and not relocate out of the Village. Therefore, staff recommends approval with the following conditions:

1. Provide buffer landscaping along the southern and eastern property lines. Each housing unit should have at least a one tree behind it
2. Provide Base Flood Elevation of the area to the north of 131<sup>st</sup> Street, at Parker Road, to confirm that Willow Pointe Duplexes, if hydraulically connected to the flood plain area, is not adversely affected by its 100-year high water elevation.
3. Provide drainage calculations using the method that requires the most detention storage.
4. Clarify the underdrain elevation on the Utility Plan and whether or not the intent is to drain the water from the basin or have water remaining in basin. Whatever the case, adjust the planting scheme for the appropriate type of basin.
5. Add more clean-out access points in the underdrain system.

6. Provide a full native planting maintenance and monitoring plan with the Final PUD along with any other required submittals listed in the Village of Lemont Native Planting Guidelines.
7. Update the Tree Preservation and Removal plan to address Village Arborist comments.
8. All street trees must be a minimum 3' caliper.
9. Provide a plan for the residents to utilize Lot 22 as open space.
10. Place the landscaping in an easement that is to be maintained by the HOA.
11. Place cul-de-sac islands in an outlet.
12. Address all requirements in Annexation Agreement from 2008 and Amendment in 2016.
13. Address the outstanding issues as noted by the Consulting Planner, Village Arborist, Village Engineer, Village Ecologist, and Fire Marshal in their attached comment letters.

## **ATTACHMENTS**

1. Site Photographs
2. Village Arborist review
3. Village Engineer review
4. Village Ecologist review
5. Fire Marshal review
6. Consulting Planner review
7. TRC Comments
8. Application package
9. Revised Engineering

Attachment 1 Site Photos



**Figure 1** Looking southeast from corner of 131<sup>st</sup> & Parker Road



**Figure 2** View from 131<sup>st</sup> Street looking southwest (Kettering across Parker Road in distance)



Figure 3: View looking east from Parker Road



Ms. Jamie Tate, AICP  
Consulting Planner  
Village of Lemont  
418 Main Street  
Lemont, IL 60439

February 8, 2018

RE: Willow Pointe Duplexes – Case #18-04  
Engineering and Landscape Plan Review #1

Dear Jamie:

As requested, I have reviewed the Engineering plan by DesignTek Engineering, Inc. dated 01-23-18 and last revised 01-18 and the Landscape Plan dated Sheets L-1 through L-4 and the Tree Preservation and Removal Plan Sheet TP both by Metz & Company and both dated 01-24-18. The following comments summarize my review:

1. The Tree Preservation and Removal Plan needs a little work. The majority of the trees are of poor quality species, in poor condition, and in the construction area. The 8 trees on the plan to be saved are either right on the property line (which makes them boundary line trees) or they are over the property line. The 6 maple trees that are to be saved are on the east property line (51, 54, 55, 56, 57, & 58) are boundary line trees in 'good condition. Trees 52 & 53 are also maples in good condition. They appear to be 2' to 3' in side of the property line. The inlet is 20' south of tree 51. The proposed storm sewer has the inlet 10' south of tree 51 and 5' from the property line and the manhole 15' south of tree 56 and 15" from the property line. If the east edge of the trench for the storm sewer is identified on the ground and their arborist root prunes these trees and if the arborist protects the ground between the east side of the trench and the property line, then all of the trees could be saved.
2. Tree 87 is an 18" elm in poor condition and it should be removed. Tree 103 is the real problem. It is a 30" Boxelder in poor condition that is 10' from the storm sewer manhole and the tree appears to be off of the property. The construction of the storm sewer and the manhole could significantly impact the survivability and the stability of the tree. The effort should be made to remove this tree.
3. The street trees are to be 3" caliper and each half of the units that are along the east and south property lines should at least have one tree behind each unit.

Sincerely,  
URBAN FOREST MANAGEMENT, INC.

Charles A. Stewart  
Vice-President

February 2, 2018

Mr. Jason Berry  
Community Development Director  
Village of Lemont  
418 Main Street  
Lemont, Illinois 60439

Re: **Willow Pointe Duplexes**  
**131<sup>st</sup> Street & Parker Road**  
**Case No. 18-04**  
**Preliminary Engineering Plan Review**

Dear Jason:

I have reviewed the preliminary engineering plan for the Willow Pointe Duplexes, and have the following comments **directed to the Permittee**.

1. The following Permits are needed:

<b>Agency</b>	<b>For</b>
MWRDGC – WMO	Earthwork & Sanitary Sewers
IEPA - PWPC	Sanitary Sewer
IEPA – DPWS	Water Main
IEPA – NOI	Earthwork
Cook County Highway Dept.	131 <sup>st</sup> St. Emergency Access & Utility Work Connections
USACOE	Wetland Banking

2. The utility plan basically follows the previously acceptable plan that was submitted for Fox Meadows, utilizing the same design engineer.
3. Preliminary drainage calculations have not been submitted.
4. The 4:1 side slopes in the detention area will require a variance from the new 5:1 side slope UDO Standard.
5. Access to maintain the detention basin at a maximum 8:1 slope needs to be provided.
6. The proposed 20 feet dimension between Lots 40, 41 and Lots 2 and 3 will not be acceptable unless the offsite 100 year-flow is provided in a storm sewer. In any case, the presence of escape windows along the overflow route needs to be carefully analyzed.
7. The proposed storm sewer between Lots 11 and 12 should not cut across the lot outside of the rear setback area.
8. It seems logical that pedestrians will want to cross Parker Road at Eliza Court. If so, pedestrian accommodations should be provided.

Mr. Jason Berry  
Village of Lemont  
February 2, 2018  
Page Two

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9. Another street light would be useful near Lot 38.
10. The location of the rear yard catch basins at the mid-rear yard behind the duplexes could affect the functionality of the rear yards for recreation.
11. The project is subject to the 131<sup>st</sup> Street Sanitary & Water Main Recapture Agreement (see attached chart).

Current recapture amounts:

Sanitary Sewer	30 Units x 3 PE Unit x \$920.68 =	\$ 82,861.20
Water Main	30 Units x 3 PE Unit x \$343.42 =	\$ <u>30,907.80</u>
		\$113,769.00

This amount may have been reduced by a separate agreement between the Village and Homewerks, LLC.

Should you have any questions concerning this matter, please do not hesitate to contact me.

Sincerely,

**NOVOTNY ENGINEERING**



James L. Cainkar, P.E., P.L.S.

JLC/kes  
Enclosure

cc: Mr. George Schafer, Village Administrator, w/Enc.  
Mr. Ralph Pukula, Director of Public Works, w/Enc.  
Mr. Jamie Tate, Consulting Planner, w/Enc.  
Mr. Andy Stahr, Ecology+Vision, LLC, w/Enc.  
File No. 18025

18025 Eng Rev 1.docx

Village of Lemont  
 131st Street Sanitary Sewer & Water Main Extension  
 Water and Sewer Recapture per PE -- as of January 2018

Water Recapture per PE (Oct 2006)	\$ 219.21
Multiplier (Compound Interest w/ Prime Rate -- 10/06 to 01/18)	x 1.57 (a)
<b>Water Recapture per PE (Jan 2018)</b>	<b>\$ 343.42</b>
Sewer Recapture per PE (Oct 2006)	\$ 587.68
Multiplier (Compound Interest w/ Prime Rate -- 10/06 to 01/18)	x 1.57 (a)
<b>Sewer Recapture per PE (Jan 2018)</b>	<b>\$ 920.68</b>

Historical Prime Rate (based on first day of each month)													
Month	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
Jan		8.25%	7.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.50%	3.75%	4.50%
Feb		8.25%	6.00%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.50%	3.75%	
Mar		8.25%	6.00%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.50%	3.75%	
Apr		8.25%	5.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.50%	4.00%	
May		8.25%	5.00%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.50%	4.00%	
Jun		8.25%	5.00%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.50%	4.00%	
Jul		8.25%	5.00%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.50%	4.25%	
Aug		8.25%	5.00%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.50%	4.25%	
Sep		8.25%	5.00%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.50%	4.25%	
Oct		7.75%	5.00%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.50%	4.25%	
Nov	8.25%	7.50%	4.00%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.50%	4.25%	
Dec	8.25%	7.50%	4.00%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.50%	4.25%	

Value of \$1 U.S. Compounded Monthly using Prime Rate													
Month	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
Jan		\$ 1.02	\$ 1.11	\$ 1.16	\$ 1.20	\$ 1.24	\$ 1.28	\$ 1.32	\$ 1.37	\$ 1.41	\$ 1.46	\$ 1.51	\$ 1.57 (a)
Feb		1.03	1.11	1.16	1.20	1.24	1.28	1.33	1.37	1.41	1.46	1.51	
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May		1.05	1.13	1.17	1.21	1.25	1.29	1.34	1.38	1.43	1.47	1.53	
Jun		1.06	1.13	1.18	1.22	1.26	1.30	1.34	1.38	1.43	1.48	1.53	
Jul		1.06	1.14	1.18	1.22	1.26	1.30	1.34	1.39	1.43	1.48	1.54	
Aug		1.07	1.14	1.18	1.22	1.26	1.30	1.35	1.39	1.44	1.49	1.54	
Sep		1.08	1.15	1.19	1.23	1.27	1.31	1.35	1.39	1.44	1.49	1.55	
Oct	\$	1.00	1.09	1.15	1.19	1.23	1.27	1.31	1.40	1.44	1.50	1.56	
Nov	1.01	1.09	1.15	1.19	1.23	1.27	1.31	1.36	1.40	1.45	1.50	1.56	
Dec	1.01	1.10	1.16	1.20	1.24	1.28	1.32	1.36	1.41	1.45	1.50	1.57	

## Instructions for Fast Track Service Connection Permit Application

This application form is applicable only for service connection projects and is not applicable for construction permit application of any publicly owned or regulated sanitary sewer extension. Application form WPC-PS-1 must also be completed and submitted with all appropriate signatures along with Schedule FTP. Do Not Submit Detailed Plans and Specification for Projects which Qualify for the Fast Track Permit.

When the schedule item is not applicable to your project, write "not applicable" or "N/A".

1. The name of the project must be the same as the project name on Form WPC-PS-1.
2. The certification by the design engineer is required to certify Schedule FTP was completed by or under the direction of the design engineer and that there are no deviations from the requirements of the Illinois Recommended Standards for Sewage Works.
3. Commencing July 1, 2003, Section 12.2 of the Environmental Protection Act (415 ILCS 5/12.2, as amended by P.A. 93-32) requires the Agency to collect a fee for certain applications for the installation of sanitary sewer connections and extensions which serve domestic sewage sources or industrial wastewater.

Please send the appropriate fee, as specified in Schedule FTP by certified or cashiers check made out to: "Treasurer, State of Illinois, Environmental Protection Permit and Inspection Fund" with the applicant's Federal Employee Identification Number (FEIN) appearing on the face of the check and submit along with this schedule. Any fee remitted to the Agency shall not be refunded at any time or for any reason, either in whole or in part.

4. Submit the appropriate maps pursuant to Sections 4A. and 4C. in order for the Agency to verify the project is within a facility planning area boundary and ensure no portion of the project is a sanitary sewer extension which may serve additional projects.
5. Complete the checklist shown in this section. In order for this project to qualify for the Fast Track Permit all items in this section must be checked "True." If any item in this Section is checked "False" the project does not qualify for the Fast Track Permit. You must therefore submit Schedules WPC-PS-1 and A/B for your project.
6. Complete the checklist shown in this Section. These items may require additional considerations by the consulting engineers or permittee of the project.
7. The following design criteria should be used in estimating the population equivalent of a residential building:

Efficiency or Studio Apartment	= 1	person
1 Bedroom Apartment	= 1.5	persons
2 Bedroom Apartment	= 3	persons
3 Bedroom Apartment	= 3	persons
Single Family Home	= 3.5	persons
Mobile Home	= 2.25	persons

Commonly used quantities of sewage flows from miscellaneous type facilities are listed in Appendix B, Table No. 2 of the Illinois Recommended Standards for Sewage Works.

### 7.D. Total of Items 7B and 7C.

If the population equivalent for the project cannot be estimated from Appendix A or Appendix B of the Illinois Recommended Standards for Sewage Works, attach the appropriate calculations or water use records to justify the population equivalent loading for the project.

8. Indicate the number of connections, pipe size(s), pipe length and manhole(s) for the project. The values provided should coincide with plan view map provided pursuant to Section 4C.
9. Indicate the type (sanitary or combined), size and location of the downstream sewer to which this project will be connected.

February 13, 2018

Mr. Jason Berry  
Community Development Director  
Village of Lemont  
418 Main Street  
Lemont, Illinois 60439

Re: **Willow Pointe Duplexes**  
**131<sup>st</sup> Street & Parker Road**  
**Case No. 18-04**  
**Revised Preliminary Engineering Plan Review No. 2**

Dear Jason:

The revised preliminary engineering plan for the Willow Pointe Duplexes, dated 2/6/18, appears to satisfactorily address comments 4, 5, 6 and 8 of my February 2, 2018 review letter.

- Also, I note that for Item #11 of my letter, the recapture fee should be figured as follows:

Sanitary Sewer	42 Units x 3 x \$920.68 =	\$116,005.68
Water Main	42 Units x 3 x \$343.42 =	<u>\$ 43,270.92</u>
	Total	\$159,276.60

Please note that this value may have been reduced by agreement between the Village of Lemont and Homewerks, LLC.

- For Item #3, drainage calculations have been submitted which indicate 3.67 Acre Feet of Stormwater Detention and 0.34 Acre Feet of Volume Control, for a total of 4.01 Acre Feet of stormwater management (0.39 Acre Ft/Acre). This value needs to be compared with the Village of Lemont stormwater detention method (Modified Rationale Method, 0.15 cfs/acre release rate, computed at 125% of Calculated Storage), in order to determine which method requires the most detention storage. The design Engineer needs to provide this calculation.
- Additionally, the Engineer should determine the Base Flood Elevation of the area to the north of 131<sup>st</sup> Street, at Parker Road, and confirm that Willow Pointe Duplexes, if hydraulically connected to the flood plain area, is not adversely affected by its 100-year high water elevation.

Mr. Jason Berry  
February 13, 2018  
Page Two

Should you have any questions concerning this matter, please do not hesitate to contact me.

Sincerely,

**NOVOTNY ENGINEERING**



James L. Cainkar, P.E., P.L.S.

JLC/kes  
Enclosure

cc: Mr. George Schafer, Village Administrator, w/Enc.  
Mr. Ralph Pukula, Director of Public Works, w/Enc.  
Mr. Jamie Tate, Consulting Planner, w/Enc.  
Mr. Andy Stahr, Ecology+Vision, LLC, w/Enc.  
Mr. Bruce Hill, P.E., Novotny Engineering, w/Enc.  
File No. 18025

18025 Revised Eng Review.docx

## James L. Cainkar

---

**From:** Scott Schreiner <sschreiner@dtekcorp.com>  
**Sent:** Tuesday, February 6, 2018 6:16 PM  
**To:** James L. Cainkar  
**Cc:** Vince Rosanova; Matt Dill  
**Subject:** Updated Willow Pointe Plans  
**Attachments:** 17-0051 PRELIMINARY ENG GRADING & UTILITIES REVISED 2018-02-06.pdf; 17-0051 PRELIMINARY P.U.D. REVISED 2018-02-06.pdf

Jim,

Based on your review memorandum we have updated the preliminary engineering plans. The pond slopes have been revised to the 5:1 slope you requested and the sidewalk/cross walk was added at the intersection with Parker Rd and Eliza Court. We did add additional notes to the plan to address some of the other comments as well. I wanted you to have a copy of the revised plan for your records. Let me know if you have any additional comments or questions.

Sincerely,

**Scott Schreiner** | President

**DesignTek Engineering, Inc.**

9930 W. 190<sup>th</sup> Street | Suite L | Mokena, IL 60448

708-326-4961 *phone*

708-906-3473 *cell*

708-326-4962 *facsimile*

[sschreiner@dtekcorp.com](mailto:sschreiner@dtekcorp.com)

The information contained herein or attached may be CONFIDENTIAL and / or PRIVILEGED. If you are not the intended recipient, use of the contents and information is prohibited. If you have received this transmission in error, please notify myself or DEI at the number or email above immediately and delete from your email system. Thank you.





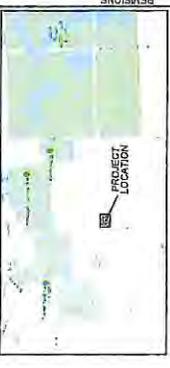
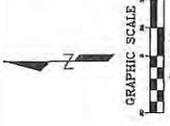
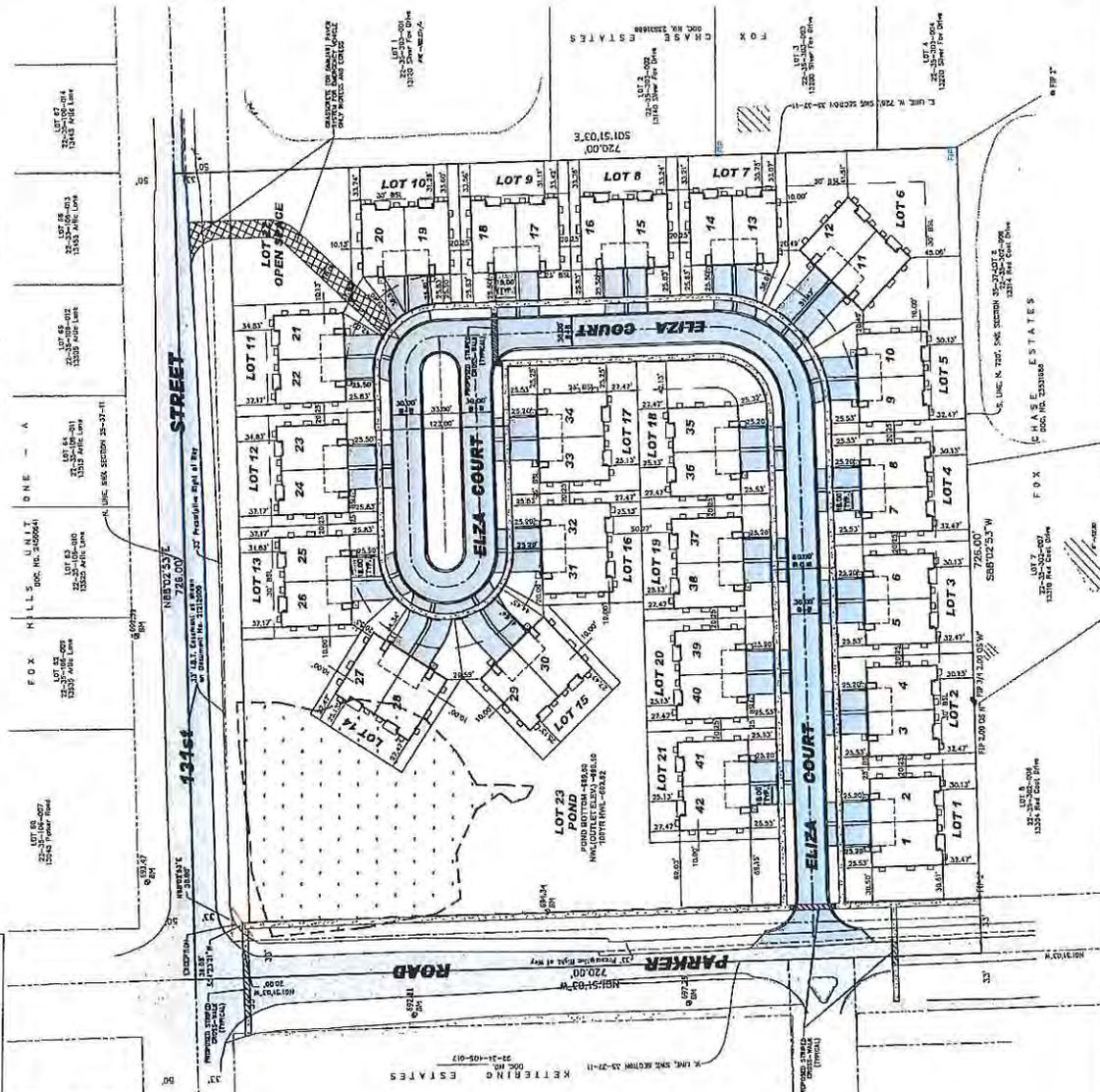
# PRELIMINARY P.U.D. PLAN FOR WILLOW POINTE LEMONT, ILLINOIS

**LEGAL DESCRIPTION**  
THE NORTH 720 FEET OF THE WEST 720 FEET OF THE WEST HALF OF THE EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, IS BEING PART DESCRIBED AS FOLLOWS: THAT PART OF THE WEST 1/2 OF THE EAST 1/4 OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 10 WEST, 3RD EAS. OF 3RD FOUR 1/4 SECTION WITH THE EASTERN BOUNDARY OF THE 3RD FOUR 1/4 SECTION, THENCE EAST ALONG SAID SOUTHERLY LINE 30 FEET, THENCE S 89° 58' 00" W 117.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**PARCEL IDENTIFICATION NUMBER**  
22-30-300-002-0005

**SITE DATA**  
AREA: 322,430 SQUARE FEET  
OR 1,293 ACRES

**BASIS OF BEARING**  
THE BASIS OF BEARINGS IS THE NAD83 STATE PLANE SYSTEM -



**LOCATION MAP**  
NOT TO SCALE

**SUMMARY TABLE OF LOT SIZES**

LOT	SO FT	AC	SO FT	AC
1	12,821	0.29	12,821	0.29
2	12,821	0.29	12,821	0.29
3	12,821	0.29	12,821	0.29
4	12,821	0.29	12,821	0.29
5	12,821	0.29	12,821	0.29
6	12,821	0.29	12,821	0.29
7	12,821	0.29	12,821	0.29
8	12,821	0.29	12,821	0.29
9	12,821	0.29	12,821	0.29
10	12,821	0.29	12,821	0.29
11	12,821	0.29	12,821	0.29
12	12,821	0.29	12,821	0.29
13	12,821	0.29	12,821	0.29
14	12,821	0.29	12,821	0.29
15	12,821	0.29	12,821	0.29
16	12,821	0.29	12,821	0.29
17	12,821	0.29	12,821	0.29
18	12,821	0.29	12,821	0.29
19	12,821	0.29	12,821	0.29
20	12,821	0.29	12,821	0.29
21	12,821	0.29	12,821	0.29
22	12,821	0.29	12,821	0.29
23	12,821	0.29	12,821	0.29
24	12,821	0.29	12,821	0.29
25	12,821	0.29	12,821	0.29
26	12,821	0.29	12,821	0.29
27	12,821	0.29	12,821	0.29
28	12,821	0.29	12,821	0.29
29	12,821	0.29	12,821	0.29
30	12,821	0.29	12,821	0.29
31	12,821	0.29	12,821	0.29
32	12,821	0.29	12,821	0.29
33	12,821	0.29	12,821	0.29
34	12,821	0.29	12,821	0.29
35	12,821	0.29	12,821	0.29
36	12,821	0.29	12,821	0.29
37	12,821	0.29	12,821	0.29
38	12,821	0.29	12,821	0.29
39	12,821	0.29	12,821	0.29
40	12,821	0.29	12,821	0.29
41	12,821	0.29	12,821	0.29
42	12,821	0.29	12,821	0.29
43	12,821	0.29	12,821	0.29
44	12,821	0.29	12,821	0.29
45	12,821	0.29	12,821	0.29
46	12,821	0.29	12,821	0.29
47	12,821	0.29	12,821	0.29
48	12,821	0.29	12,821	0.29
49	12,821	0.29	12,821	0.29
50	12,821	0.29	12,821	0.29

13,336 SF  
AVERAGE LOT SIZE (47.7):

**ZONING REQUIREMENTS**

REQUIREMENTS:  
 FRONT: 25'  
 SIDE: 10'  
 REAR: 10'  
 DEPTH: 100'  
 MIN. LOT AREA: 10,000 SF  
 MIN. LOT WIDTH: 50.00 FT  
 MIN. LOT DEPTH: 100.00 FT  
 MIN. LOT AREA PER UNIT: 2,000 SF  
 LOT COVERAGE: 60%

**TYPICAL INTERIOR LOT PLAN (LOTS 14 THRU 21)**

NOTE: 1. THIS PLAN SHOWS THE GENERAL LAYOUT OF THE INTERIOR LOT. 2. DIMENSIONS ARE TO THE CENTER OF THE LOT. 3. DIMENSIONS ARE TO THE CENTER OF THE LOT.

**TYPICAL EXTERIOR LOT PLAN (LOTS 1 THRU 13)**

NOTE: 1. THIS PLAN SHOWS THE GENERAL LAYOUT OF THE EXTERIOR LOT. 2. DIMENSIONS ARE TO THE CENTER OF THE LOT. 3. DIMENSIONS ARE TO THE CENTER OF THE LOT.

DESIGNER: DEI ENGINEERING, INC.  
 930 W. 150TH STREET, SUITE L  
 MORNING, ILLINOIS 60448  
 TEL: (708) 326-4981  
 FAX: (708) 326-4981  
 IL Prof. Lic. No. 184-003740

CONCEPT PLAN/UTILITY OVERLAY  
 FOR  
 WILLOW POINTE  
 MULTI-FAMILY DUPLEX UNITS  
 LEMONT, ILLINOIS

TETON DEVELOPMENT, LLC  
 7512 COUNTY LINE ROAD  
 BURR RIDGE, IL 60527  
 (630) 920-9430

1 OF 1

February 2, 2018

Mr. Jason Berry  
Community Development Director  
Village of Lemont  
418 Main Street  
Lemont, Illinois 60439

Re: **Willow Pointe Duplexes**  
**131<sup>st</sup> Street & Parker Road**  
**Case No. 18-04**  
**Preliminary Engineering Plan Review**

Dear Jason:

I have reviewed the preliminary engineering plan for the Willow Pointe Duplexes, and have the following comments directed to the Permittee.

- The following Permits are needed:

Agency	For
MWRDGC – WMO	Earthwork & Sanitary Sewers
IEPA - PWPC	Sanitary Sewer
IEPA – DPWS	Water Main
IEPA – NOI	Earthwork
Cook County Highway Dept.	131 <sup>st</sup> St. Emergency Access & Utility Work Connections
USACOE	Wetland Banking

- The utility plan basically follows the previously acceptable plan that was submitted for Fox Meadows, utilizing the same design engineer.
- Preliminary drainage calculations have not been submitted.
- The 4:1 side slopes in the detention area will require a variance from the new 5:1 side slope UDO Standard.
- Access to maintain the detention basin at a maximum 8:1 slope needs to be provided.
- The proposed 20 feet dimension between Lots 40, 41 and Lots 2 and 3 will not be acceptable unless the offsite 100 year-flow is provided in a storm sewer. In any case, the presence of escape windows along the overflow route needs to be carefully analyzed.
- The proposed storm sewer between Lots 11 and 12 should not cut across the lot outside of the rear setback area.
- It seems logical that pedestrians will want to cross Parker Road at Eliza Court. If so, pedestrian accommodations should be provided.

Mr. Jason Berry  
Village of Lemont  
February 2, 2018  
Page Two

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9. Another street light would be useful near Lot 38.
10. The location of the rear yard catch basins at the mid-rear yard behind the duplexes could affect the functionality of the rear yards for recreation.
11. The project is subject to the 131<sup>st</sup> Street Sanitary & Water Main Recapture Agreement (see attached chart).

Current recapture amounts:

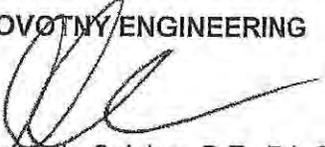
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		\$113,769.00

This amount may have been reduced by a separate agreement between the Village and Homewerks, LLC.

Should you have any questions concerning this matter, please do not hesitate to contact me.

Sincerely,

**NOVOTNY ENGINEERING**

  
James L. Cainkar, P.E., P.L.S.

JLC/kes  
Enclosure

cc: Mr. George Schafer, Village Administrator, w/Enc.  
Mr. Ralph Pukula, Director of Public Works, w/Enc.  
Mr. Jamie Tate, Consulting Planner, w/Enc.  
Mr. Andy Stahr, Ecology+Vision, LLC, w/Enc.  
File No. 18025

18025 Eng Rev 1.docx

Village of Lemont  
 151st Street Sanitary Sewer & Water Main Extension  
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May		8.25%	5.00%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.50%	4.00%	
Jun		8.25%	5.00%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.50%	4.00%	
Jul		8.25%	5.00%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.50%	4.00%	
Aug		8.25%	5.00%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.50%	4.25%	
Sep		8.25%	5.00%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.50%	4.25%	
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Jun		1.06	1.13	1.18	1.22	1.26	1.30	1.34	1.38	1.43	1.48	1.53	
Jul		1.06	1.14	1.18	1.22	1.26	1.30	1.34	1.39	1.43	1.48	1.54	
Aug		1.07	1.14	1.18	1.22	1.26	1.30	1.35	1.39	1.44	1.49	1.54	
Sep		1.08	1.15	1.19	1.23	1.27	1.31	1.35	1.39	1.44	1.49	1.55	
Oct	\$	1.09	1.15	1.19	1.23	1.27	1.31	1.35	1.39	1.44	1.49	1.55	
Nov		1.01	1.09	1.15	1.23	1.27	1.31	1.35	1.40	1.44	1.50	1.56	
Dec		1.01	1.10	1.16	1.24	1.28	1.32	1.36	1.41	1.45	1.50	1.57	

Value of \$1 U.S. Compounded Monthly using Prime Rate

## Instructions for Fast Track Service Connection Permit Application

This application form is applicable only for service connection projects and is not applicable for construction permit application of any publicly owned or regulated sanitary sewer extension. Application form WPC-PS-1 must also be completed and submitted with all appropriate signatures along with Schedule FTP. Do Not Submit Detailed Plans and Specification for Projects which Qualify for the Fast Track Permit.

When the schedule item is not applicable to your project, write "not applicable" or "N/A".

1. The name of the project must be the same as the project name on Form WPC-PS-1.
2. The certification by the design engineer is required to certify Schedule FTP was completed by or under the direction of the design engineer and that there are no deviations from the requirements of the Illinois Recommended Standards for Sewage Works.
3. Commencing July 1, 2003, Section 12.2 of the Environmental Protection Act (415 ILCS 5/12.2, as amended by P.A. 93-32) requires the Agency to collect a fee for certain applications for the installation of sanitary sewer connections and extensions which serve domestic sewage sources or industrial wastewater.

Please send the appropriate fee, as specified in Schedule FTP by certified or cashiers check made out to: "Treasurer, State of Illinois, Environmental Protection Permit and Inspection Fund" with the applicant's Federal Employee Identification Number (FEIN) appearing on the face of the check and submit along with this schedule. Any fee remitted to the Agency shall not be refunded at any time or for any reason, either in whole or in part.

4. Submit the appropriate maps pursuant to Sections 4A. and 4C. in order for the Agency to verify the project is within a facility planning area boundary and ensure no portion of the project is a sanitary sewer extension which may serve additional projects.
5. Complete the checklist shown in this section. In order for this project to qualify for the Fast Track Permit all items in this section must be checked "True." If any item in this Section is checked "False" the project does not qualify for the Fast Track Permit. You must therefore submit Schedules WPC-PS-1 and A/B for your project.
6. Complete the checklist shown in this Section. These items may require additional considerations by the consulting engineers or permittee of the project.
7. The following design criteria should be used in estimating the population equivalent of a residential building:

Efficiency or Studio Apartment	= 1 person
1 Bedroom Apartment	= 1.5 persons
2 Bedroom Apartment	= 3 persons
3 Bedroom Apartment	= 3 persons
Single Family Home	= 3.5 persons
Mobile Home	= 2.25 persons

Commonly used quantities of sewage flows from miscellaneous type facilities are listed in Appendix B, Table No. 2 of the Illinois Recommended Standards for Sewage Works.

### 7.D. Total of Items 7B and 7C.

If the population equivalent for the project cannot be estimated from Appendix A or Appendix B of the Illinois Recommended Standards for Sewage Works, attach the appropriate calculations or water use records to justify the population equivalent loading for the project.

8. Indicate the number of connections, pipe size(s), pipe length and manhole(s) for the project. The values provided should coincide with plan view map provided pursuant to Section 4C.
9. Indicate the type (sanitary or combined), size and location of the downstream sewer to which this project will be connected.



February 9, 2018

Jamie Tate, AICP  
Consulting Planner  
Village of Lemont  
418 Main St  
Lemont, IL 60439  
(630) 640-5860

**RE: Willow Pointe, Lemont, IL  
Native Detention Area Plan – Review #1**

ecology + vision, llc has received and reviewed the Landscape Plan – Sheet L-2 dated 01/24/2018 prepared by Metz & Company Landscape Architecture/Site Planning and the Preliminary Engineering: Utility Plan – Sheet 2 of 2 dated 01/23/2018 prepared by DesignTek Engineering, Inc.

The purpose of our review of this plan is to ascertain its general compliance with Village ordinances and standard practices regarding native plantings. This review and comments made herein shall not relieve the designer from his or her duties to conform to all required codes, regulations and acceptable industry standards and practices. ecology + vision, llc's review shall not be considered an in-depth quality assurance review, we cannot and do not assume responsibility for errors or omissions throughout the design of these plans. Following are our review comments:

Utility Plan Comments

1. There is an underdrain shown on the Utility Plan, of which the invert elevation at the point of outlet into the manhole appears to be 689.2. If this is the case, the underdrain outlet appears to be below the designed normal water level of 690.1 and would likely result in complete drainage of the basin. Consider raising the invert elevation of the underdrain outlet to 690.1 and/or providing a valve that can be closed to ensure that standing water remains within the basin to support the emergent plant material specified in the landscape plans. If the intent is to drain all of the water from the basin, then the planting plan will need to be modified to accommodate a dry-bottom basin hydrology.
2. We would also recommend that several clean-out access points be included in the underdrain system in the event that the system becomes clogged in the future, at a minimum clean-outs should be placed at the end of each pipe section and at each pipe intersection.

Native Planting Comments

In general the plan references the Village of Lemont Native Planting Guidelines (Guideline) for all phases of planting design, including a general note reading “All proposed naturalized detention ponds will ‘comply with the Village of Lemont UDO Appendix F the Native Planting Guidelines and be finalized at the time of Final PUD’”. In our opinion the plans are acceptable for preliminary PUD submittal with the following exceptions:

1. Under the General Notes, Long-term maintenance section, paragraph 3 states “Application of herbicide to control invasive species may be necessary if burning does not control or eliminate them.” Applicant should replace the word “may” with “will”.
2. The “Typical Native Detention Basin Section” contains a note that reads “\*If the pond bottom has standing water or can not remain dry until seed germinates, the emergent plug mix shall be used.” An Emergent Plug Mix has not been provided on the plan, the Applicant shall include the Emergent Plug Mix on the plans or otherwise explain how an appropriate plug mix will be determined if required.
3. See Utility Plan Comments above. If the designed condition is to be dry-bottom via underdrain water conveyance, the planting scheme will need to be modified.

This documents our review of the above referenced plan(s). A full native planting maintenance and monitoring plan shall be required for review with the final PUD submittal along with any other required submittals listed in the Guideline. Please contact our office with questions or if additional information is required.

**Andy Stahr, PLA, LEED AP**  
Principal  
(815) 751-2410



**LEMONT FIRE PROTECTION DISTRICT**



---

**BUREAU OF FIRE PREVENTION**

15900 New Avenue  
Lemont, IL 60439  
Business: (630) 257-0191  
Fax: (630) 257-5318  
fpb@lemontfire.com  
[lemontfire.com](http://lemontfire.com)

January 30, 2018

Building Department  
Village of Lemont  
418 Main Street  
Lemont, IL. 60439

Re: Willow Pointe  
Lemont, IL, 60439

Dear Building Department;

This Department is in receipt of the site plans for the above mentioned project. The 2015 edition of the International Fire Code along with local amendments were used for this review. These plans are APPROVED AS NOTED subject to the following comments:

1. The address for the property shall be permanently displayed, either on a sign or on the building. The type and size of the address a minimum four inches (4") - shall be in compliance with Lemont Fire Protection District Ordinance #16-01, and International Fire Code, 2015 Edition (Section 505).
2. Fire hydrants shall be located along road so that no portion of the buildings or facilities will be more than 300 feet from any hydrant. Additional hydrants and mains shall be provided where required by the code official. Lemont Fire Protection District Ordinance #16-01 (Section 507.5).
  - a. Access: Access to fire hydrants shall be by any approved roadway as specified by this code.
  - b. Distance to Roadways: Hydrants shall be located approximately ten (10) feet from all-weather roadways.
  - c. Pumper Outlet Direction: Each hydrant shall have the pumper (steamer) connection facing the primary roadway and shall be accessible so that a connection can be made between the hydrant and the apparatus located in the street with twenty (20) feet of suction hose.
  - d. Hydrant Outlet Location: Fire hydrant outlets shall be a minimum of eighteen (18) inches and no more than thirty-six (36) inches above the finished grade.

- e. Hydrant Type: Fire hydrants used in conjunction with water supplies shall be of a type acceptable to the Lemont Fire Protection District.
  - f. Cover/Cap: The larger steamer port on the hydrant is to be equipped with a five (5) inch “storz” fitting with a cover/cap. This cover/cap shall be connected to the hydrant with a 0.125” vinyl coated aircraft cable. If this type of connection cannot be used, final determination shall be made by the fire code official. Lemont Fire Protection District Ordinance #16-01 (Section 507.5.3).
3. Obstruction: Posts, fences, vehicles, growth, trash, storage and other materials or objects shall not be placed or kept near fire hydrants, fire department inlet connections or fire protection system control valves in a manner that would prevent such equipment or fire hydrants from being immediately discernible. The fire department shall not be deterred or hindered from gaining immediate access to fire protection equipment or fire hydrants in accordance with International Fire Code, 2015 Edition (Section 507.5.4).
  4. Clear space around hydrants. A 3-foot (914 mm) clear space shall be maintained around the circumference of fire hydrants except as otherwise required or approved in accordance with International Fire Code, 2015 Edition (Section 507.5.5).
  5. Review of the plans show that the required dimensions for the turning radius have met the requirements for **the turning radius required to handle our ladder truck.**

The review of these drawings does not relieve the contractor or building owner from designing and installing and completing this project per all code and standard requirements. Fire code and standard requirements not necessarily noted on these plans, in the plan review letter, or noted during inspections are still required to be provided and installed in full compliance with all adopted codes standards and ordinances. I will recommend approval of these plans with the stipulation that the above items are addressed and complied with. This APPROVAL with noted requirements of the Codes and Standards for the submitted project is not to be construed as final approval. This can only be granted after construction and occupancy inspections. If you should have any further questions please don't hesitate to contact me.

Sincerely,



Benjamin DeAnda, MPA, MS, CFO, FM  
Fire Marshal

cc: Village of Lemont Building Department



Teton Development LLC  
7512 County Line Road  
Burr Ridge, Illinois 60527

February 8, 2018

RE: Willow Pointe Duplex Subdivision Preliminary PUD/Plat UDO Review 1

Dear Mr. Matthew Dill:

The Village of Lemont has received your application and plans for a Preliminary PUD Plan/Plat Duplex Subdivision located at 13101 Parker Road, Lemont IL. The following Unified Development Code (UDO) comments must be addressed regarding the proposal:

#### **Architecture**

1. Confirm that the exterior of any chimney will be constructed of brick or stone.
2. While the anti-monotony code in Chapter 17.22.020 applies to only single-family homes, clarify if all proposed 21 building units will be the exact same or there will be a differentiation in materials, architectural features, colors, etc. in order to provide a bit of change between the lots.

#### **Planned Unit Development**

3. The reduction in the open space requirement is an exception request within the PUD. Chapter 17.08.030 requires at least 15% of the subdivision to be open space (not to include detention areas, streets, alleys, etc.). The proposed subdivision is requesting a reduction to approximately 2% (Lot 22 is designated OPEN SPACE on the Plat). Provide a narrative and description of how this area will be used as open space and maintained according to Section 17.08.030. If it does not meet the requirements for open space, remove the label from the plat.

#### **Lot and Dimensional Standards**

4. The interior side yards do not meet the setback requirement set forth in the requested R-5 Zoning district. A reduction to a 10' setback rather than 15' required by the UDO will be a requested exception in the PUD.
5. The rear yard setbacks do not meet the required 30' for Lots 16, 17, 18, 19, 20 and 21. This will be a requested exception in the PUD.

### Landscaping

6. Minimum caliper for canopy trees in a parkway is 3"; adjust the landscape plan accordingly.
7. Confirm that single trunk ornamental trees will be a minimum 2" caliper; multi-trunk ornamental trees will be a minimum 6' in height; large shrubs will be a minimum 24" in height and small shrubs will be a minimum 18" in height.
8. Show stop bar and stop sign on landscape plan to confirm the proposed monument sign is not within the vision sight triangle.
9. Place a note on the plan: Landscaping in parkways shall be a minimum of four inches of top soil and sod.
10. Verify the landscape seeding will be Class 1A seeding mixture.
11. Front and side yards shall be landscaped with a minimum of four inches of top soil and sod.
12. Landscaping should be provided along the southern and eastern property line adjacent to the existing residential homes. One plant unit for every 100 feet (1 plant unit per lot width) is suggested. See Chapter 17.20.040 for the definition of a plant unit.
13. Since there is no open space, this proposal does not meet the Landscape Standards for Common Open Space (Chapter 17.20.100).
14. Clarify if the landscaping along 131<sup>st</sup> Street and Parker Road is in a landscape easement. The Sample Covenants reference the HOA being responsible for maintenance and replacement of all landscaping located in areas marked on the Plat as Landscape Easement.
15. Clarify if there will be an irrigation system. If so, it should be explained in the covenants that it will be the HOAs responsibility to maintain.

### Other Comments – Streets, Sidewalks, and Other

16. See Engineer Jim Cainkar Comment #8; provide a safe pedestrian connection across Parker from Eliza Court.
17. Provide mailbox detail. See LS-91 in Appendix G of the UDO. If proposing a universal mailbox, provide the location and proper landscaping screening.
18. Pavement width. Minimum pavement width for streets back to back curb is 30 feet with and 66 foot right of way. The ROW is proposed at 60 feet. This is a requested exception in the PUD.
19. Show stop bar(s) and stop sign(s) on all plans and pages.
20. Street signs and traffic signs shall match existing Village street signs and comply with Village standards.
21. 17.26.040 C. 1. Cul-de-sacs. Shall not be more than 300 lineal feet in length. The narrative states that the proposed cul-de-sac is greater than 300' but the actual length is not provided on the plans. Provide the proposed length and place the dimension on appropriate plans.
22. 17.26.040 C. 3. When Islands are located within a cul-de-sac, they must be located within an outlot and not within the public right-of-way. Islands or medians in a cul-de-sac shall be maintained by a HOA.

23. The Preliminary PUD Plan says “Elza Court” in the cul-de-sac area while the street is named “Eliza Court” on other portions of the document. Clarify and ensure consistency.
24. Provide a lighting plan according to [17.26.140 B. Design Standards].
  - a. See Standard LS-82 in code.

*The purpose of this review is to make certain its general compliance with Village ordinances and standard practices regarding site development, landscaping and design. This review is only for general conformance with the design criteria established by the Village and is subject to both the completeness of the information submitted by the developer’s professional staff and also the actual ability of the plan to perform in accordance with its intent. Actual field conditions may vary and additional items may arise which are not readily apparent based on this submittal. The developer’s design professionals are responsible for performing and checking all design computations, dimensions, and details relating to design, construction, compliance with all applicable codes and regulations, and obtaining all permits. Additionally, other bodies of government may have jurisdiction over various aspects of this development. The developer should be advised that additional measures may be required based on actual field conditions and formal approvals of the other agencies.*

A written response must be provided to all comments with the next submittal. Please contact me with any further questions.

Sincerely,



Jamie Tate, AICP  
Consulting Planner  
630.640.5860  
[jtate@lemont.il.us](mailto:jtate@lemont.il.us)



**NOVOTNY**  
ENGINEERING

CIVIL ENGINEERS  
MUNICIPAL CONSULTANTS  
SINCE 1948

October 3, 2017

Mr. Jason Berry  
Community Development Director  
Village of Lemont  
418 Main Street  
Lemont, Illinois 60439-3708

Re: **Fox Meadows – 2**  
**Teton Development**

Dear Jason:

I have review the Site Plan for the above-captioned project, dated September 8, 2017, and have the following comments.

1. The Site Plan reflects the majority of the key design elements that were part of the original Fox Meadows (by Tempo Development). Exceptions that are noted included:
  - a. The north roadway exit onto Parker Road is now shown as full access; previous plan was a right in/right out.
  - b. The sidewalk extension to cross Parker Road are not shown at the south roadway entrance.
2. Further details are needed for verifying that the detention basin is properly sized with:
  - a. 4-foot depth;
  - b. 5:1 side slopes;
  - c. Access provided to maintain the basin; and
  - d. Compliance with the "berm rule" along 131<sup>st</sup> Street.
3. Project is subject to a sanitary sewer and water main recapture, and there also may have been other escrows that were due for the 131<sup>st</sup> Street sidewalks and future traffic signal.
4. Resolution of any Army Corps of Engineers wetland issues need to be finalized.

Should you have any questions concerning this matter, please do not hesitate to contact me.

Sincerely,

**NOVOTNY ENGINEERING**

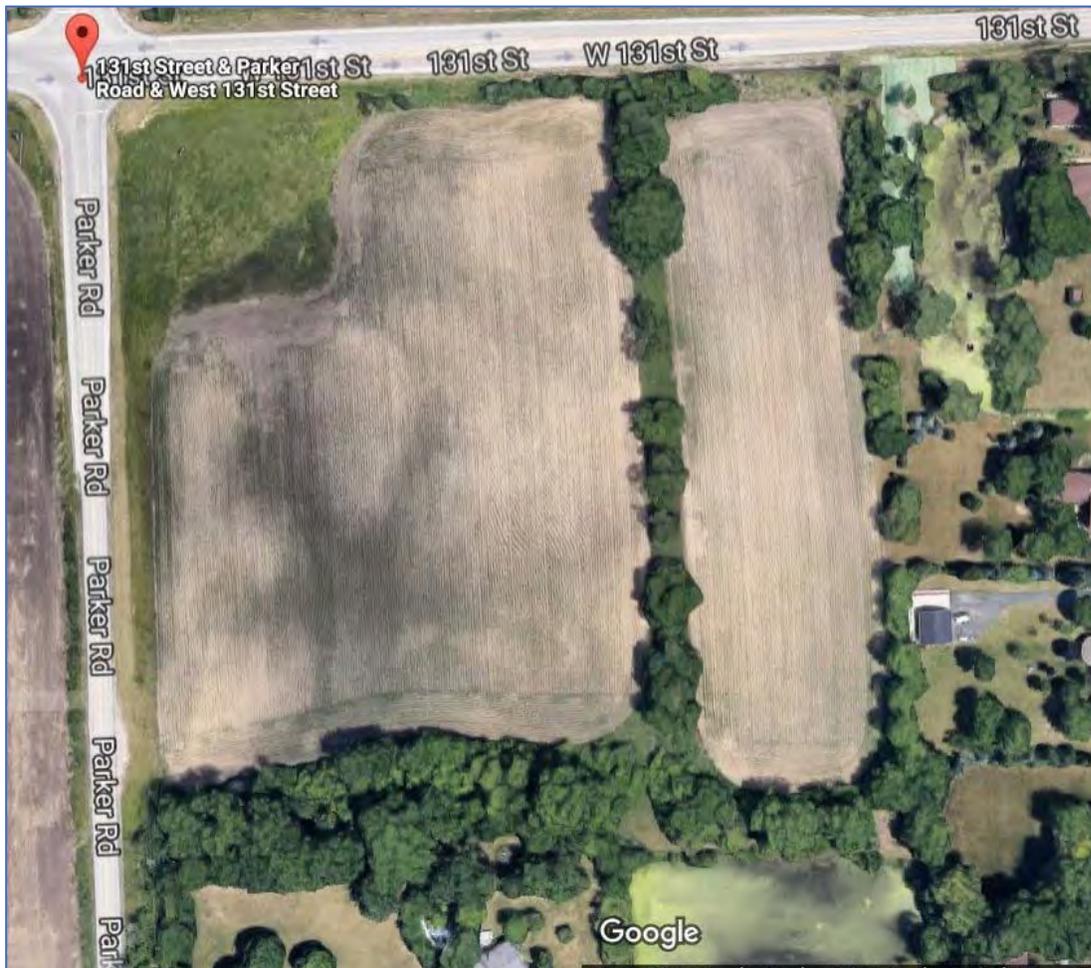
James L. Cainkar, P.E., P.L.S.

JLC/dn

cc: Mr. George Schafer, Village Administrator  
Mr. Ralph Pukula, Director of Public Works  
Mr. Mark LaChappell, Building Inspector  
File No. 17347

17347\_Site Plan Review.docx

Zoning	R-5 <sup>1</sup> , Single Family Detached
Use	Duplex, Two-Family Detached Dwelling
Acres	10.4
Structures	21 buildings
Dwelling Units	42
Density	4 DU/Acre
FY Setback	25'
Side Setback	20' between structures (30' required in R-5)
RY Setback	30' to lot line; 50' between structures (30' is required in R-5)



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<sup>1</sup> This district is intended to provide medium-density areas for single-family attached dwellings, i.e. duplexes, two-family detached dwellings, and town homes.

### **Comprehensive Plan**

Achieve and Maintain the Right Housing Mix. This proposal is in line with the Village's Comprehensive Plan to encourage single-family attached and MF housing. "Allow duplexes on corner locations with single-family zoning districts".

### **Process:**

- Amend Annexation Agreement
- Plat
- Major change to the approved Planned Unit Development (PUD)
- Rezoning (verify)
- Discussed developer variances:
  - 15% open space requirement
  - ROW Width
  - Side yard and rear yard setback

### **Planning Comments:**

- The northernmost access point appears close to the intersection of Parker & 131<sup>st</sup> Street. Discussion of RI/RO only for northernmost access point. This was the access approved with previous PUD (Fox Meadows).
- Provide lot coverage for all lots.
- What is % of open space? Must be 15% open space per PUD code (Requirements listed on page 8-4). If requesting a variance, provide narrative for variance request.
- Will the subdivision be a HOA or an SSA? Provide info on either (i.e. timing, description of maintenance, etc.).
- Will there be a subdivision sign? Provide info on the setbacks, description, type, vision triangle, etc.
- Is there enough feet of road dedication along Parker and 131<sup>st</sup>?
- Provide information on the detention pond (maintenance, schedule, etc.)
- Provide mailbox detail. See LS-91. If proposing a universal mailbox, provide the location and proper landscaping screening.
- Sidewalk shall be 5' wide within subdivision and (minimum) 6' wide along Parker.
- Provide a lighting plan according to [17.26.140 B. Design Standards].
  - See Standard LS-82 in code.
- If there will be a retaining wall, provide the height and a description of what it will look like.

### **Landscaping**

- Landscaping: Reference Section 17.20.030 Landscape Plan for UDO
- There is concern with the eastern property line and screening from adjacent property owners. Provide a description and tree survey of the existing landscaping along southern and eastern property line adjacent to existing homeowners. Additional landscaping may be required.
- It is suggested the developer contact the neighboring property owners to discuss proposal and gain input.
- What is the quality and species of existing trees?

**Residential Design** (Chapter 17.22)

- Provide details on the exterior materials. They must meet Section 17.22.050 D. Permitted exterior materials.
- Verify the development will meet Section 17.22.020 Design Variety in Residential Construction. What will be the variations in materials used?

# PUD Preliminary Plan/Plat Application Form

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**APPLICANT INFORMATION**

Matthew G. Dill, Manager

Applicant Name

Teton Development, LLC, an Illinois limited liability company (a subsidiary of Beechen & Dill Homes)

Company/Organization

7512 County Line Road, Burr Ridge, IL 60527

Applicant Address

630-920-9430 (P) 630-352-3610

Telephone & Fax

mdill@beechendill.com

E-mail

**CHECK ONE OF THE FOLLOWING:**

- Applicant is the owner of the subject property and is the signer of this application.
- Applicant is the contract purchaser of the subject property.
- Applicant is acting on behalf of the beneficiary of a trust.
- Applicant is acting on behalf of the owner.

---

**PROPERTY INFORMATION**

13101 Parker Road, Lemont, Illinois 60439

Address of Subject Property/Properties

22-35-300-002-0000

Parcel Identification Number of Subject Property/Properties

+/- 11.99 Acres

Size of Subject Property/Properties

---

**REQUIRED DOCUMENTS**

See Form 507-A, *PUD Preliminary Plan/Plat Application Checklist of Required Materials*, for items that must accompany this application.

---

**FOR OFFICE USE ONLY**

Application received on: \_\_\_\_\_

By: \_\_\_\_\_

Application deemed complete on: \_\_\_\_\_

By: \_\_\_\_\_

Current Zoning: \_\_\_\_\_

Fee Amount Enclosed: \_\_\_\_\_

Escrow Amount Enclosed: \_\_\_\_\_

# PUD Preliminary Plan/Plat Application Form

Village of Lemont

## APPLICATION FEE & ESCROW

### Application Fee:

\$500 for properties less than 10 acres, \$750 for properties 10 acres or larger

AND

If the PUD includes a preliminary plat of subdivision, the following fee applies (based on size of property and number of proposed and/or existing dwelling units):

< 3 acres = \$300, plus \$50 per existing and/or proposed dwelling unit

3 to <5 acres = \$600, plus \$50 per existing and/or proposed dwelling unit

5 to <10 acres = \$1000, plus \$50 per existing and/or proposed dwelling unit

10 acres or more = \$1200, plus \$50 per existing and/or proposed dwelling unit

Fee is non-refundable.

### Required Escrow = \$2,000

At the time of application, the applicant shall submit a check for the establishment of an escrow account. The escrow money shall be used to defray costs of public notice, consultants, or other direct costs incurred by the Village in association with the PUD preliminary plan/plat application. After completion of the review process, any unused portion of the escrow account will be refunded upon request.

## AFFIRMATION

I hereby affirm that I have full legal capacity to authorize the filing of this application and that all information and exhibits herewith submitted are true and correct to the best of my knowledge. I permit Village representatives to make all reasonable inspections and investigations of the subject property during the period of processing of this application. I understand that as part of this application I am required to establish an escrow account to pay for direct costs associated with the approval of this application, such as the fulfillment of public notice requirements, removal of the public notice sign, taking of minutes at the public hearing and fees for consultants hired by the Village to evaluate this application. I understand that the submitted fee is non-refundable and that any escrow amount leftover upon project completion will be refunded upon request.

Signature of Applicant

Date

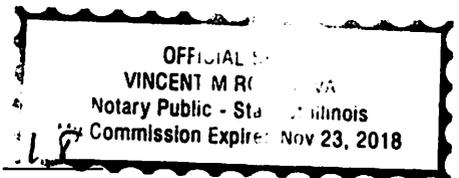
ILLINOIS

State

County

I, the undersigned, a Notary Public in and for the aforesaid County and State, do hereby certify that Matthew G. Dill is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and that said person signed, sealed and delivered the above petition as a free and voluntary act for the uses and purposes set forth.

Notary Signature



Given under my hand and notary seal this 25<sup>th</sup> day of January A.D. 20 15

My commission expires this 23 day of November A.D. 20 15

# PUD Preliminary Plan/Plat Application Checklist of Required Materials

## PUD Preliminary Plan/Plat Materials Required at Submittal of Application

A complete application for preliminary plan/plat must include all of the following items. Any application that does not include all of the following items will not be considered complete. The Planning & Economic Development Department **will not** schedule a preliminary plan/plat request for Planning & Zoning Commission review until a complete application has been submitted.

- ✓ **Application Form.** One original copy of the attached *PUD Preliminary Plan/Plat Application Form*, signed by the applicant and notarized.
- ✓ **Application Fee.** A non-refundable fee in the appropriate amount.
- ✓ **Escrow Account.** \$2,000 per application. Any unused portion may be refunded upon request after completion of the final plan/plat review process.
- ✓ **Proof of Ownership & Applicant Authorization.** One copy of a deed that documents the current ownership of the subject property/properties. If the applicant is the owner, this is the only documentation necessary. If the applicant is not the owner, the following are required in addition to a copy of the deed:
  - If the applicant is the contract purchaser of the property, a copy of the contract must be attached.
  - If the applicant is acting on behalf of the beneficiary of a trust, a notarized letter from an authorized trust officer identifying the applicant as an authorized individual acting in behalf of the beneficiaries must be attached. The letter must also provide the name, address and percentage of interest of each beneficiary.
  - If the applicant is acting on behalf of the owner, a notarized letter of consent from the owner must be attached.
  - If the property owner is a company, a disclosure of the principals of the company must be included in the application materials. For example, an LLC may submit a copy of the LLC Management Agreement.

- ✓  
\_\_\_\_\_ **Title Search.** Current Title Search, Title Commitment, or Title Policy for all subject properties shall be submitted.
- ✓  
\_\_\_\_\_ **Legal Description.** A legal description of the subject property.
- ✓  
\_\_\_\_\_ **Submittal Packet at time of Application.** 9 complete and collated submittal packets must be provided for staff and Planning and Zoning Commission review. One digital copy of the submittal packet must also be provided. See Form 507-B, *Preliminary Plan/Plat Packet Requirements* for required packet contents. These packets shall contain full-size copies of all plans. Plans and drawings shall be at a minimum scale of 1 inch = 60 feet, unless otherwise indicated on Form 507-B.

### **PUD Preliminary Plan/Plat Materials Required prior to Ordinance Approval**

\_\_\_\_\_ **Ordinance Approval Submittal Packet.** After review by the Planning and Zoning Commission and COW, the preliminary plan/plat is formally presented to the Village Board of Trustees for approval. 3 complete, collated, and full-size submittal packets must be provided. The full-size sets of plans shall be drawn at a scale of 1 inch=60 feet or greater. One digital copy of the submittal packet must also be provided.

The ordinance approval submittal packets shall include the following:

- Preliminary Plan/Plat
- Plat of Annexation (if applicable)
- Site Plan (if applicable)
- Engineering Plans
- Landscape Plans, to include tree preservation measures
- Building Elevations (if applicable)
- Samples of Exterior Building Materials and Colors
- Other documents as required by the Planning & Economic Development Director

STATE OF ILLINOIS        )  
  )  
COUNTY OF COOK         )  
  )  
VILLAGE OF LEMONT        )

**PETITION TO THE LEMONT VILLAGE BOARD**  
**AND PLANNING AND ZONING COMMISSION FOR ZONING APPROVAL**

Teton Development, LLC, an Illinois limited liability company (hereinafter “Petitioner” or “Teton”), respectfully petitions the Village of Lemont (hereinafter the “Village”) to approve the preliminary planned unit development plan and plat of subdivision for the property legally described in **Exhibit A** (hereinafter the “Subject Property”); approve a rezoning of the Subject Property from R-4 Single-Family Detached Residential District to R-5 Single-Family Attached Residential District; approve zoning deviations from the Village’s Unified Development Ordinance (hereinafter “Code”) Section 17.08.030.D allowing for a reduction of common open space from 15% to 0%, from Code Section 17.07.020 reducing the interior side yard setbacks from 15’ to 10’, from Code Section 17.07-01 reducing the required rear yard setback from 30’ to 25’, from Code Section 17. 26.040 C 1 allowing for a cul-de-sac exceeding 300’ in length and from Code Appendix Section GLS10 reducing internal right-of-way widths from 66’ to 60’; and approval of an annexation agreement amendment all pursuant to the appropriate provisions of the Village’s Code.

**BACKGROUND INFORMATION**

1. The Subject Property consists of approximately twelve (12) acres located within the Village’s corporate boundary.
2. The existing zoning and land uses surrounding the Subject Property are as follows:
  - a. North: R-4 Unincorporated Cook County Single-Family Residence District (Fox Hills Subdivision)
  - b. South: R-3 Unincorporated Cook County Single Family Residence District (Fox Estates Subdivision)
  - c. East: R-3 Unincorporated Cook County Single Family Residence District (Fox Estates Subdivision)

d. West: R-4 Village Single-Family Detached Residential (Kettering Subdivision)

3. The current owner of the Subject Property is Paradise Park Assisted Living - Lemont, LLC, an Illinois limited liability company with an address of 16 Lilac Avenue, Fox Lake, Illinois 60020 (hereinafter "Paradise Park").

4. In June of 2008, the Village annexed and zoned the Subject Property R-5 Single-Family Attached Residential District and approved Paradise Park's development plans consisting of five (5) 16-unit assisted living and memory care units as well as sixteen (16) senior living manor homes for a total of ninety-six (96) units on the Subject Property.

5. Eight years later, in June of 2016, the Village approved a rezoning of the Subject Property from R-5 to R-4 as well as a preliminary plat of subdivision to accommodate a development request by Tempo Development, Inc. which consisted of twenty-seven (27) single-family detached homes.

6. Despite requesting the rezoning and plat of subdivision approval, Tempo Development, Inc. never moved forward, did not close on the Subject Property and terminated its purchase contract.

7. Today, the Subject Property continues to sit vacant and underperforming.

8. Petitioner, Teton Development, LLC, an Illinois limited liability company is the contract purchaser of the Subject Property.

9. Teton Development, LLC, is the land development subsidiary of Beechen & Dill Homes, Inc. which is a step-up homebuilding company capable of serving homeowners during all phases of life through distinct housing options.

10. Beechen & Dill Homes is a local independently owned builder which brings decades of construction and development experience to each project. Beechen & Dill Homes has been building homes in the Chicagoland area since the 1970's and is currently building homes in the adjacent Kettering Estates.

11. Petitioner seeks approval of a preliminary PUD plan and plat of subdivision to develop the Subject Property as a forty-two (42) home single-family duplex community as depicted on the preliminary PUD Plan and plat of subdivision attached hereto and made a part hereof as **Exhibit B**. The community will be known as Willow Pointe.

12. Willow Pointe will appeal to home buyers 55 years of age and older who are looking to downsize but not downgrade, those seeking low maintenance (homeowner's association being responsible for exterior maintenance, snow plowing, landscaping and mowing), those preferring first floor master bedrooms and modern floor plans in a convenient setting with walking paths in close proximity.

13. According to the 2014 census, Lemont's population age 62 and over has increased by 39% since the year 2000. Additionally, in 2015 the United States Census Bureau determined that approximately 38% of the Village of Lemont's population is already age 55 or older.

14. The median age of the Village's residents is 42.6 compared to the Illinois median age of 36.6 and Chicago-Joliet and Naperville metro area median age of 35.8.

15. Despite its aging population, the Village of Lemont's housing stock is, especially in the area surrounding the Subject Property, predominantly two-story single-family detached homes more suitable for families.

#### **SUMMARY OF DEVELOPMENT**

The proposed Willow Pointe Subdivision will both build upon the already established residential character of the area and provide a new housing opportunity not generally available in the area. Willow Pointe will consist of forty-two (42) home sites on twenty-one (21) duplex lots. Each home will be designed to accommodate ranch and ranch with loft style duplex homes with an average lot size of approximately 13,356 square feet. Each home will range in size from a single story ranch styled home to a one and one-half (1.5) story home. The square footage of each home will generally range between 1,900 square feet up to 2,200 square feet. All homes will be designed to be less than thirty feet (30') in height and will have the appearance of well-designed large single-family homes. As a result, Willow Pointe will not diminish property values but instead will improve property values by improving the Subject Property with a harmonious and unified residential community.

The exterior architecture will attract buyers seeking quality through the use of fine materials such as architectural shingles, masonry materials, engineered wood, and decorative accents which will all require low maintenance and withstand the test of time. Willow Pointe will also allow for a maintenance free lifestyle as the homeowner's association will be responsible for all exterior maintenance, snow removal and landscaping. The price points will range from the \$390's to upper \$400's with the average purchase price falling right around \$465,000.00. Each

home will have a first floor master bedroom appealing to “empty nesters” and move down buyers seeking upscale and modern floor plans designed for entertaining. Each home will have a two car garage.

The use of landscaping materials will also enhance the overall aesthetics of the site which will include perimeter landscape buffer plantings along 131<sup>st</sup> Street and Parker Road, decorative plantings around the storm water management open space area as well as elegant landscaping on each lot consisting of parkway trees, decorative trees and other landscape materials drastically improving the aesthetics of the Subject Property. An open space storm water management area at the northwest portion of the Subject Property will improve the existing conditions by diverting the current runoff from the Subject Property to the detention basin where it will be stored and released in a controlled manner compliant with all applicable Village and County requirements. On-site wetlands will also be mitigated on-site to enhance overall water quality. A seating area as well as extensive landscaping will transform the open space detention area into a passive relaxation area for the residents. An additional open space area will be located at the north east corner of the development.

Village sanitary sewer and potable water are available to the site in the requisite capacity to serve the development. Sidewalks will be constructed throughout the development to encourage pedestrian and bicycle usage along with a path along Parker Road and a connection point to Kettering Park. Access to Willow Pointe will be provided by one access point from Parker Road which will create a serene atmosphere for its residents. Parker Road has already been constructed and anticipated to serve this development as a residential community pursuant to the Village’s Comprehensive Plan. Additionally, based upon the Institute of Traffic Engineers manuals, Petitioner anticipates that the traffic impact of Willow Pointe will be significantly less than what is generated by a traditional single-family detached community as evidenced by the estimated traffic projections attached hereto as Exhibit C. Similarly, Willow Pointe is anticipated to have a lesser impact on schools than the prior approved twenty-seven (27) traditional single-family detached homes due to the nature of the development as evidenced by the student generation tables attached hereto as Exhibit D.

### **REQUIRED ZONING APPROVALS**

1. The Petitioner seeks approval of a preliminary PUD plan and Plat of Subdivision for the proposed forty-two (42) home Willow Pointe community.

2. The Petitioner seeks approval of a rezoning of the Subject Property from R-4 Single-Family Detached Residential District back to R-5 Single-Family Attached Residential District which was the zoning granted when the property was annexed to the Village in 2008.

3. The Petitioner seeks approval of deviations from the Villages Code Section 17.08.030.D allowing for a reduction of common open space from 15% to 0%, Code Section 17.07.020 reducing the interior side yard setbacks from 15' to 10', Code Section 17.07.202 reducing the rear yard setbacks from 30' to 25', Code Section 17. 26.040 C 1 allowing for a Cul-de-Sac exceeding 300' in length and Appendix GLS10 reducing internal right-of-way widths from 66' to 60'.

4. The Petitioner seeks approval of an annexation agreement amendment.

#### **CONSISTENCY TO THE VILLAGE OF LEMONT COMPREHENSIVE PLAN**

It is essential to the public health, comfort, safety, convenience and general welfare to develop a variety of housing types to accommodate the needs of our aging population and provide for a diverse housing stock. Providing a range of housing choices allows existing residents to remain in the community close to their kids and grandkids after they no longer wish to maintain and/or occupy a traditional two-story single-family home. Not only does Willow Pointe satisfy this important objective, but it is also directly in conformance with the Village's Comprehensive Plan which designates the Subject Property as residential. In addition, the proposed overall density for Willow Pointe of 3.5 homes per acre is also consistent with the Comprehensive Plan which envisions the overall density falling between 2 and 4 homes per acre. Most importantly, the proposed development would create an optimum use of the Subject Property by providing this underserved segment of the housing market with an opportunity to reside in Lemont while also enhancing Lemont's real estate tax base, infusing Lemont's local economy with additional income and improving its work force.

Here is a summary of the specific points of the Village's 2030 Plan satisfied by the proposed Willow Pointe community:

<p>“Promotes and emphasizes developments that are more compact and livable” (2030 Plan p. 5)</p>	
<p>“Promotes obtainable options for residents at different stages of life, so multiple generations can call Lemont home” (2030 Plan p. 9)</p>	
<p>“Recommends Broadening the allowable kinds of new developments to achieve a balanced mix of housing” (2030 Plan p. 9)</p>	
<p>“Suggests a social vibrancy and economic health of the community can be greatly enhanced by a cohesive mix of housing types” (2030 Plan p. 61)</p>	
<p>“The creation of housing options, including multi-generational products, is important to maintaining and enhancing family and communal ties and ensuring that people in all stages of life can find a housing option that meets their needs” (2030 Plan p. 61)</p>	
<p>“The Village should encourage more single-family attached and multi-family housing” (2030 Plan p. 65)</p>	
<p>“The Village should consider proposals to add a diversity of lot sizes and/or housing types to previously approved subdivisions comprised of homogeneous single-family detached lots” (2030 Plan p. 65)</p>	
<p><b>Allow Two-Flats and/or Duplexes on Corner Locations within Single-Family Zoning Districts:</b></p> <p>The Village should do more to encourage single-family attached and multi-family housing. Two-flats, at least legal ones, are uncommon in Lemont. This housing product offers great opportunities for multi-generational usage, or provides an income-producing opportunity for homeowners. The two-flat has proven popular in the immigrant communities, and their availability in Lemont could be particularly attractive to our existing Lithuanian and Polish communities. Two-flats and duplexes have been successfully blended within the fabric of single-family neighborhoods in many urban environments, and with attendant design controls, need not appear out of place. (2030 Plan p. 68)</p>	
<p><b>Allow the Construction of “Rowhouses”</b></p> <p>The Village should do more to encourage single-family attached and multi-family housing. Current zoning regulations effectively prohibit the construction of rowhouses, i.e. groups of townhouse units more than five abreast. The rowhouse product should be allowed as of right in the R-5 and R-6 zoning districts. The allowance for rowhouses should be coupled with a requirement for articulation of the façade, i.e. one or more units should protrude from the plane of the other façades. (2030 Plan p. 68)</p>	
<p><b>Allow Detached Single-Family Development on Smaller Lots</b></p> <p>As part of the effort to re-evaluate greenfield development, the Village should consider the creation of a new zoning district aimed at allowing detached single-family home construction on smaller lots. Requirements for lot size, width, and setbacks should be reduced from the current R-4 zoning standards. Smaller lot sizes should be tied to controls over the size of the house on the lot, e.g. standards similar to the Village’s floor</p>	

area allowance in the R-4A. Additionally, subdivisions with such lot standards should be required, through PUD, annexation, or other zoning control to contain adequate open space. (2030 Plan p. 68)	
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### **VILLAGE PLANNED UNIT DEVELOPMENT OBJECTIVES**

The proposed Willow Pointe Subdivision also meets the Village's Planned Unit Development standards as follows:

1. *To ensure that future growth and development which occurs is in accordance with policies and goals of the Village.*

As stated above in specific detail, the proposed Willow Pointe Subdivision is directly in line with the Village's 2030 Plan.

2. *To provide a more desirable living environment by preserving and integrating the natural environmental and landscape features of the property into land development.*

The Subject Property is currently used for agricultural purposes and does not have many natural features other than existing wetlands. The Petitioner will work with the Army Core of Engineers to mitigate the existing wetlands on-site as well as purchase wetland mitigation bank credits to enhance overall water quality in the tributary area. In addition, the proposed development will include open space areas, and extensive landscape improvements to enhance the overall aesthetics of the area as well as preserving and enhancing the landscape buffer areas. Lastly, the open space detention area will be improved with a seating area as well as native landscape plantings to create a passive recreation and relaxation area.

3. *To stimulate creative approaches to the residential commercial and industrial development of land.*

Consistent with the Village's 2030 Plan, the proposed Willow Pointe Subdivision will provide for a creative land plan and a housing opportunity appealing to the segment of the Village's population 55 years of age and older.

4. *To encourage and stimulate economic development with the Village.*

The Willow Pointe Subdivision will provide an underserved segment of the housing market with suitable housing which will enhance the Village's population, real estate tax base as well as create additional local spending.

5. *To preserve or enhance natural features on the site.*

The existing wetlands will be mitigated on-site as well as wetland mitigation credits purchased to improve the overall water quality in the area. Additionally, extensive landscaping will much improve the aesthetics of the Subject Property.

6. *To provide usable open space areas within a reasonable distance of all dwelling units.*

The Willow Pointe Subdivision will include an open space detention area at the northwest corner of the property which will not only improve detention in the area and water quality, but will also provide a passive recreation and relaxation area. In addition, there will be an eight (8') foot wide public path along Parker Road connecting to the public park in Kettering Estates as well as benches and sidewalks within the Willow Pointe Subdivision.

7. *To facilitate, in a cost effective manner, the development and maintenance of adequate public services.*

In accordance with the Village's 2030 Plan, the Willow Pointe Subdivision has been designed to be compact and efficient. In addition, water and sewer are already available to the property in sufficient capacity to serve this development.

8. *To encourage patterns of and uses that decrease trip lengths and increase the use of modes of transportation other than private vehicle.*

The proposed community will include public sidewalks internal to the site as well as an eight (8') foot wide public path along Parker Road with a connection to the Kettering Estates park site which will hopefully reduce the total number of vehicular trips.

9. *To reduce energy demand and consumption.*

Each Beechen & Dill Home is certified through a third party energy testing company. Performance testing is done in all homes, and Beechen & Dill Homes guarantees energy consumption savings resulting in lower utility bills. Beechen & Dill Homes are approximately thirty-five percent (35%) more energy efficient than a code built home and approximately seventy-seven percent (77%) more efficient than a typical existing home.

10. *To encourage the introduction of related and complementary land uses.*

The proposed Willow Pointe Subdivision both offers a residential land use complimentary to the surrounding residential communities while also providing for a unique housing opportunity which is in short supply in the Village. The Willow Pointe Subdivision will provide a much needed

housing option, will not compete with the surrounding single-family detached homes and will increase property values in the vicinity.

*11. To allow a clustering of residential uses on smaller lots to conserve or create open space.*

Each of the lots will contain duplex homes allowing for 42 homes on 21 lots. In addition, the open space detention area and open space lot at the northeast corner will consist of approximately 2 acres which will allow for the preservation of a portion of the on-site wetland areas.

### **REZONING FROM R-4 to R-5**

The requested Rezoning from R-4 to R-5 meets the requirements for a rezoning under the Lemont Code and is appropriate based upon the following factors:

*a. The existing uses and zoning of nearby properties*

The Subject Property was zoned R-5 Single-Family Attached Residential District when it was annexed to the Village in 2008. In 2016, upon the request of a prior contract purchaser, the Subject property was rezoned R-4. The Subject Property has sat dormant and underperforming at all times since being annexed to the Village. Various prior projects have been proposed but never came to fruition. The area on all sides of the Subject Property is used for residential purposes. Petitioner's proposed use builds upon an already established residential character while at the same time improving the conditions of the Subject Property consequently increasing surrounding property values. From a massing perspective these duplex homes will look like large single-family homes on large lots.

*b. The extent to which the property values are diminished by the particular zoning*

Price points will be from the \$390's to the upper \$400's which will enhance the overall values and exceed the price per square foot of the adjacent residential subdivisions. The proposed Willow Pointe community will also promote compatibility between adjacent developments and not compete with the adjacent subdivisions which appeal to a different buyer (families). Willow Pointe will improve the Subject Property providing a much needed improvement to a parcel that has remained largely unchanged and underutilized for a significant period of time. In addition, Petitioner's rezone to R-5 will create consistency and security for the surrounding residential subdivisions ensuring elimination of any future commercial or high density use which may

negatively affect the public health, comfort, moral, safety and general welfare. The establishment of the Willow Pointe Subdivision, among other things, secures a quiet residential district compatible with the surrounding area and improves property values.

*c. The extent to which the destruction of property values of the complaining party benefits health, safety, or general welfare of the public*

The neighboring properties are residential which is consistent with the Petitioner's requested rezoning. The proposed Willow Pointe Subdivision will improve on the residential character of the area while also providing a housing option in shortly supply. The price per square foot of the proposed Willow Pointe Subdivision will exceed the adjacent subdivisions and will not compete with the adjacent homes. Willow Pointe will also improve upon the health, safety and general welfare by providing for a residential development consistent with the surrounding area and avoiding any commercial or high density uses on the Subject Property.

*d. The relative gain to the public as compared to the hardship imposed on the individual property owner*

The property has been vacant and farmed for a number of years. The gain to the public will be enhancing the Village's housing stock consistent with the vision of the comprehensive plan. The relative gain to the public is significant. As previously stated, Lemont has significant need for diversity in its housing stock; ranch styled homes meet this unmet need. Ranch homes provide "empty nesters" with the ability to age in place without having to relocate to a different city. In contrast, if the property is left in its current state, the Subject Property will continue to sit idle causing the Subject Property as well as the surrounding property values to diminish.

*e. The suitability of the property for the zoned purpose*

The Subject Property is perfectly situated to support the Petitioner's proposed R-5 designation. Surrounded by residential uses on all four sides, the Subject Property is idyllically situated for the proposed development. Further, the surrounding residential character is perfectly aligned with the proposed development creating uniformity and consistency. Additionally, ingress and egress to and from the proposed subdivision has already been established. Lastly, Kettering Park to the west along with sidewalks for walking will provide an excellent recreational and social opportunity for the residents of Willow Pointe.

*f. The length of time the property has been vacant as zoned, compared to development in the vicinity of the property*

While the majority of the property surrounding the Subject Property has been developed as residential, the Subject Property has remained vacant.

*g. The need for the proposed use*

As previously stated, the community need for a diverse housing stock is well documented by both the recent census data as well as the Village's 2030 code. In addition, by developing the Subject Property with luxury duplex homes, Petitioner will create that type of transitional area between the low-density residential neighborhoods to the east and south and higher activity roadways to the north and west. With the vast majority of Lemont's housing stock two (2) story single family detached homes, there is a need for new single story ranch alternatives. Petitioner's development will provide variety for residents of Lemont and allow them to age in place without having to relocate to a surrounding area to accommodate their needs.

*h. The thoroughness with which the municipality has planned and zoned its land use*

The proposed amendment is also in conformance with the Village's official plans and addresses the Village's 2030 Plan head on. Lemont established its 2030 Plan in 2014 with a view toward the future. Considerable care was taken to evaluate the needs of Lemont's residents and business owners. Petitioner's proposed development furthers the objectives and goals laid out in the Comprehensive Plan by specifically addressing the need to promote diversity, efficiency and harmony with the community at large.

**DEVIATION TO REDUCE THE INTERNAL RIGHT-OF-WAY WIDTHS FROM 66' TO**

**60'**

The Petitioner seeks approval to reduce the right-of-way widths of the internal roads from 66' to 60' which is consistent with the prior approved 2016 single-family detached community which also had 60' right-of-way widths. The request will have no negative effect as the pavement widths will still be in accordance with the Village's 30' standard and the Petitioner will grant a 3' easement on the outer edge of the right-of-way to the Village to make sure the Village has sufficient area for all public utilities. In addition, it is important to point out that the Village's Code actually contains conflicting requirements for a road right-of-way, and since 2002 many developments have been approved in Lemont with 60' right-of-way without negative impacts.

**DEVIATION TO REDUCE THE SIDYARD SETBACK FROM 15' TO 10'**

The Petitioner's request to reduce the interior side yards from 15' to 10' is consistent with the Village 2030 Plan which favors compact and efficient design. In addition, the 10' interior side yards were approved as part of the prior 2016 plan and are also consistent with what was approved for the Glens of Connemara, Equestrian Meadows, and the Estates of Montefiore projects.

**DEVIATION TO REDUCE REAR YARD SETBACKS FROM 30' TO 25'**

All lots located around the perimeter of the Property will have setbacks that exceed the Village's 30' requirement. Only, the interior lots 16 and 17 will have setbacks of 25' which still creates a total building separation of more than 50'. As such the requested variance will have no effect on the adjacent properties.

**DEVIATION TO ELIMINATE THE COMMON OPEN SPACE REQUIREMENTS**

**SECTION 17.08.030.D**

In order to qualify as "Open Space" under Village Code, the open space must include an amenity or active recreation. Willow Pointe will include approximately 2 acres (approximately 21%) of open space areas which will be maintained by the homeowner's association. The open space areas will include a private open space/detention area at the northwest quadrant of the Subject Property which will include on-site mitigation of wetlands to enhance water quality and protect the environment. In addition, the passive private open space will include a seating area as well as extensive landscaping to improve the overall area. There will also be a small open space lot at the northeast quadrant of the Property. There will also be a path connection to Kettering and an eight (8') foot wide bicycle path constructed along Parker Road. Petitioner will also contribute funds to the park district to enhance the overall community options. Lastly, this is the same deviation that was approved as part of the prior twenty-seven (27) lot single family detached community.

**DEVIATION TO ALLOW CUL DE SAC LENGTHS IN EXCESS OF 300'**

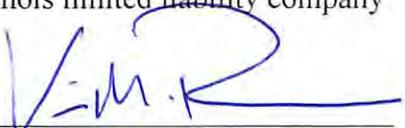
**SECTION 17.26.040 C 1**

The Petitioner seeks approval to allow for a cul-de-sac with a length in excess of 300'. The request will have no negative effect as the pavement widths will still be in accordance with the Village's 30' standard and the Petitioner will grant a 3' easement on the outer edge of the right-

of-way to the Village to make sure the Village has sufficient area for all public utilities. In addition, to insure for safety an emergency access road will be provided through Lot 22 to 131<sup>st</sup> to insure two points of access thus eliminating any life safety concerns. Lastly, limiting the subdivision to one daily access point will create more of a secluded quiet environment and also eliminate an unnecessary curb cut along Parker road as well as reduce intersection conflicts at 131<sup>st</sup>.

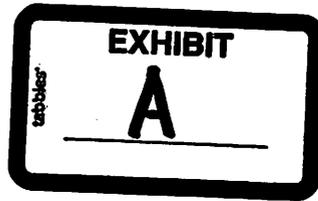
**NOW, THEREFORE**, the Petitioner respectfully requests that the Village take necessary and appropriate action for the approval of the preliminary planned unit development plan and plat of subdivision for the property legally described in **Exhibit A** (hereinafter the "Subject Property"), approve a rezoning of the Subject Property from R-4 Single-Family Detached Residential District to R-5 Single-Family Attached Residential District, approve zoning deviations from the Villages Unified Development Ordinance (hereinafter "Code") Section 17.08.030.D allowing for a reduction of common open space from 15% to 0%, Code Section 17.07.020 reducing the interior side yard setbacks from 15' to 10', Code Section 17.07.020 reducing the rear yard setback from 30' to 25', Code Section 17.26.040 C1 allowing for a cul-de-sac in excess of 300', Code Appendix Section GLS10 reducing internal right-of-way widths from 66' to 60', and approval of an annexation agreement amendment all pursuant to the appropriate provisions of the Village's Code.

Petitioner: Teton Development, LLC,  
An Illinois limited liability company

By: 

It's Attorney *Rosanova & Whitzker, LTD.*

**EXHIBIT A**  
**LEGAL DESCRIPTION**



### Legal Description

The North 720 feet of the West 726 feet of the West 1/2 of the Southwest 1/4 of Section 35, Township 37 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois except that part described as follows:

That part of the West 1/2 of the Southwest 1/4 of Section 35, Township 37 North, Range 11 East of the Third Principal Meridian, bounded and described as follows:

Beginning at the intersection of the Southerly right of way line of 83 foot 131<sup>st</sup> Street with the Easterly right of way line of 66 Foot Parker Road; thence East along said Southerly Line 30 feet; thence Southwesterly to a point on said Easterly line that is 20 feet South of the point of beginning; thence North along said Easterly line 20 feet to the place of beginning, in Cook County, Illinois.

Commonly known as: 1310 Parker Road, Lemont, IL 60439

PIN: 22-35-300-002-0000

**EXHIBIT B**

**PUD PLAN**

**EXHIBIT C**  
**TRAFFIC ANALYSIS**



Table 1  
TRIP GENERATION COMPARISON

Land Use Type	Density	Weekday Morning Peak Hour			Weekday Evening Peak Hour		
		In	Out	Total	In	Out	Total
Duplex (LUC 230)	42	5	23	28	21	11	32
Single-Family Detached (LUC 210)	27	11	29	40	23	13	36
Age Targeted homes (LUC 252)	42	3	5	8	7	5	12

**EXHIBIT D**  
**SCHOOL IMPACT**

**Detached Single Family**

	Pre-School	Elementary (K-5)	Junior High	Total K-8	High School	Adults	Total per D.U.
	0-4 years	5-10 years	11-13 years	5-13 years	14-17 years	(18+ years)	
<b>Detached Single Family</b>							
4 Bedroom	0.418	0.530	0.298	0.828	0.360	2.158	3.764

Number of Units **27**

	Pre-School	Elementary (K-5)	Junior High	Total K-8	High School	Adults	Total per D.U.
<b>GRAND TOTAL</b>	11.286	14.310	8.046	<b>22.356</b>	9.720	58.266	<b>101.628</b>

**LIBRARY DONATION**

Land Donation (acres)  
 Cash Donation \$ 4,635.25 \$ 45.61 Per Person

**PARK DONATION**

Land Donation 1.01628  
 Cash Donation \$152,442.00 \$150,000.00 Per Acre

**FIRE DONATION**

Housing Units 27  
 Cash Donation \$2,700 \$100 Per Unit

**PUBLIC SAFETY DONATION**

Housing Units 27  
 Cash Donation \$ 27,000.00 \$1,000 Per Unit

**SCHOOL DONATION**

**Elementary (K-5)**  
 (650 students - 15 ac.)  
 Land Donation (acres) 0.33  
 Cash Donation \$ 49,534.62

**Junior High (6-8)**  
 (1200 students - 25 ac.)  
 Land Donation (acres) 0.17  
 Cash Donation \$ 25,143.75

**High School (9-12)**  
 (3000 students - 80 ac.)  
 Land Donation (acres) 0.26  
 Cash Donation \$ 38,880.00

**TOTAL**

Land Donation 1.77  
 Cash Donation \$ 297,635.62

## SINGLE-FAMILY DETACHED HOMES- SCHOOL DISTRICT TAX ANALYSIS

<b>Lemont High School District 210</b>	
Cost to Educate a Child	\$ 10,376.00
Number of Children	9.72
<b>TOTAL COST TO EDUCATE</b>	<b>\$ 100,854.72</b>
Lemont District 210 Tax Rate	0.02211
Total Taxes paid per unit (EAV * Tax Rate)	\$ 3,245.03
<b>TOTAL TAXES TO DISTRICT 210</b>	<b>\$ 87,615.79</b>
Land Cash Contribution to District	
<b>ANNUAL LOSS TO LEMONT DISTRICT 210</b>	<b>\$ (13,238.93)</b>

<b>Computing EAV</b>	
Projected Purchase Price	\$ 550,000.00
Assessment Level	10%
Proposed assessed valuation	\$ 55,000.00
State equalizer	2.6685
<b>Equalized Assessed Value (EAV)</b>	<b>\$ 146,767.50</b>

<b>Total Number of Homes</b>
27

<b>Lemont Bromberek CSD - District 113A</b>	
Cost to Educate a Child	\$ 5,559.00
Number of Children	22.356
<b>TOTAL COST TO EDUCATE</b>	<b>\$ 124,277.00</b>
Lemont - Bromberek District 113A Tax Rate	0.02381
Total Taxes paid per unit (EAV * Tax Rate)	\$ 3,494.53
<b>TOTAL TAXES TO DISTRICT 113A</b>	<b>\$ 94,352.42</b>
Land Cash Contribution to District 113A	
<b>ANNUAL LOSS TO LEMONT DISTRICT 113A</b>	<b>\$ (29,924.58)</b>

**Attached Single Family (Duplex)**

	Pre-School	Elementary (K-5)	Junior High	Total K-8	High School	Adults	Total per D.U.
	0-4 years	5-10 years	11-13 years	5-13 years	14-17 years	(18+ years)	
<b>Attached Single Family</b>							
2 Bedroom	0.064	0.088	0.048	0.136	0.038	1.752	1.990
3 Bedroom	0.212	0.234	0.058	0.292	0.059	1.829	2.392

Number of Units	
2 Bedroom	21
3 Bedroom	21
<b>TOTAL Units</b>	<b>42</b>

	Pre-School	Elementary (K-5)	Junior High	Total K-8	High School	Adults	Total per D.U.
2 Bedroom	1.344	1.848	1.008	2.856	0.798	36.792	41.790
3 Bedroom	4.452	4.914	1.218	6.132	1.239	38.409	50.232
<b>Grand Total</b>	<b>5.796</b>	<b>6.762</b>	<b>2.226</b>	<b>8.988</b>	<b>2.037</b>	<b>75.201</b>	<b>92.022</b>

**LIBRARY DONATION**

Land Donation (acres)

Cash Donation                   \$ 4,197.12   \$ 45.61 Per Person

**PARK DONATION**

Land Donation                                   0.42

Cash Donation                   \$62,685.00   \$150,000.00 Per Acre

**FIRE DONATION**

Housing Units                                   42

Cash Donation                   \$ 4,200.00           \$100 Per Unit

**PUBLIC SAFETY DONATION**

Housing Units                                   42

Cash Donation                   \$42,000.00   \$ 1,000.00 Per Unit

**SCHOOL DONATION**

**Elementary (K-5)**  
(650 students - 15 ac.)

Land Donation (acres)                   0.16

Cash Donation                   \$ 23,406.92

**Junior High (6-8)**  
(1200 students - 25 ac.)

Land Donation (acres)                   0.05

Cash Donation                   \$ 6,956.25

**High School (9-12)**  
(3000 students - 80 ac.)

Land Donation (acres)                   0.02

Cash Donation                   \$ 3,192.00

**TOTAL**

Land Donation                                   0.64

Cash Donation                   \$ 104,637.30

## DUPLEX - SCHOOL DISTRICT TAX ANALYSIS

<b>Lemont High School District 210</b>
--

Cost to Educate a Child	\$ 10,376.00
Number of Children	2.037
<b>TOTAL COST TO EDUCATE</b>	<b>\$ 21,135.91</b>
Lemont District 210 Tax Rate	0.02211
Total Taxes paid per unit (EAV * Tax Rate)	\$ 2,802.53
<b>TOTAL TAXES TO DISTRICT 210</b>	<b>\$ 117,706.07</b>
Land Cash Contribution to District 210	

**ANNUAL SURPLUS TO LEMONT DISTRICT 210**      **\$ 96,570.16**

Computing EAV	
Projected Purchase Price	\$ 475,000.00
Assessment Level	10%
Proposed assessed valuation	\$ 47,500.00
State equalizer	2.6685
<b>Equalized Assessed Value (EAV)</b>	<b>\$ 126,753.75</b>

<b>Total Number of Homes</b>	<b>42</b>
------------------------------	-----------

<b>Lemont Bromberek CSD - District 113A</b>
---

Cost to Educate a Child	\$ 5,559.00
Number of Children	8.988
<b>TOTAL COST TO EDUCATE</b>	<b>\$ 49,964.29</b>
Lemont - Bromberek District 113A Tax Rate	0.02381
Total Taxes paid per unit (EAV * Tax Rate)	\$ 3,018.01
<b>TOTAL TAXES TO DISTRICT 113A</b>	<b>\$ 126,756.29</b>
Land Cash Contribution to District 113A	

**ANNUAL SURPLUS TO LEMONT DISTRICT 113A**      **\$ 76,791.99**

## PUBLIC NOTICE LETTER

February 5, 2018

Dear Property Owner:

You are listed within the Cook County - Lemont Township official tax records as the owner of a parcel of land within two hundred fifty (250) feet of the property that is subject to a petition for PUD Preliminary Plan/Plat. The Petition concerns the property that is generally located at 13101 Parker Road, Lemont Illinois 60439 ("Property"). The Petitioner requests the following relief to allow for a forty-two unit duplex community:

1. A Preliminary Planned Unit Development Plan and Plat of Subdivision for the Property legally described in **Exhibit A**; and
2. A rezoning of the Property from R-4 Single-Family Detached Residential District to R-5 Single-Family Attached Residential District; and
3. An Annexation Agreement Amendment; and
4. Deviations from following Sections of the Village's Unified Development Ordinance (hereinafter "Code"):
  - a. Section 17.08.030.d allowing for a reduction of common open space from 15% to 0%; and
  - b. Section 17.07.020 reducing the interior side yard setbacks from 15' to 10'; and
  - c. Section 17.07-01 reducing the required rear yard setback from 30' to 25'; and
  - d. Section 17. 26.040 (c) (1) allowing for a cul-de-sac exceeding 300' in length; and
  - e. Code Appendix Section GLS10 reducing internal right-of-way widths from 66' to 60'.

The Petitioner is Teton Development, LLC an Illinois limited liability company with an address of 7512 County Line Road, Burr Ridge, Illinois 60527 and the owner of the Property is Paradise Park Assisted Living - Lemont, LLC, an Illinois limited liability company with an address of 16 Lilac Avenue, Fox Lake, Illinois 60020

In accordance with the provisions of the Village of Lemont Unified Development Ordinance, the Petitioner hereby notifies you of the scheduled public hearing on this Petition. The Lemont Planning & Zoning Commission will hold a public hearing on this Petition on **February 21, 2018 at 6:30 p.m.** The public hearing will be held in the Village Board Chambers of the Lemont Village Hall, 418 Main Street, Lemont, IL 60439.

All interested parties will be given the opportunity to speak at the public hearing. Interested persons may present either written or verbal comments at the public hearing. If the public hearing is not concluded on **February 21, 2018**, it may be continued to another Planning & Zoning Commission meeting date. If the hearing is continued, another written notice will not be sent.

If you have any questions regarding this petition you may contact the Lemont Planning & Economic Development Department by phone (630)257-1595, or in person at Village Hall, 418 Main Street, Lemont, IL 60439.

Rosanova & Whitaker, Ltd.  
30 W. Jefferson Ave., Suite 200  
Naperville, Illinois 60540

By: \_\_\_\_\_  
Vincent Rosanova, Attorney for Petitioner

**EXHIBIT A**  
**SUBJECT PROPERTY**

THE NORTH 720 FEET OF THE WEST 726 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS EXCEPT THAT PART DESCRIBED AS FOLLOWS:

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF 83 FOOT 131ST STREET WITH THE EASTERLY RIGHT OF WAY LINE OF 66 FOOT PARKER ROAD; THENCE EAST ALONG SAID SOUTHERLY LINE 30 FEET; THENCE SOUTHWESTERLY TO A POINT ON SAID EASTERLY LINE THAT IS 20 FEET SOUTH OF THE POINT OF BEGINNING; THENCE NORTH ALONG SAID EASTERLY LINE 20 FEET TO THE PLACE OF BEGINNING, COOK COUNTY, ILLINOIS.

**NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN FOR A PUBLIC HEARING CONCERNING A LAND APPLICATION FOR THIS PROPERTY.

HEARING FOR:

A Preliminary Planned Unit Development Plan and Plat of Subdivision for a 43 unit duplex home community. A rezoning of the subject property from R-4 Single-Family Detached Residential District to R-5 Single-Family Attached Residential District; An Annexation Agreement Amendment; Deviations from the following Sections of the Village's Unified Development Ordinance: (i) Section 17.08.030.d to allow for a reduction of common open space from 15% to 0%; (ii) Section 17.07.020 reducing the interior side yard setbacks from 15' to 10'; (iii) Section 17.07-01 reducing the required rear yard setback from 30' to 25'; (iv) Section 17.26.040 (c) (1) allowing for a cul-de-sac exceeding 300' in length; (v) Code Appendix Section GLS10 reducing internal right-of-way widths from 66' to 60'.

VENUE OF HEARING:

VILLAGE HALL  
418 MAIN ST.  
LEMONT (UPSTAIRS CHAMBER ROOM)

HEARING BODY: PLANNING AND ZONING COMMISSION

DATE AND TIME OF HEARING: FEBRUARY 21, 2017 AT 6:30 PM

PUBLIC ATTENDANCE AND COMMENTS INVITED:

FOR ADDITIONAL INFORMATION CONTACT:

VILLAGE OF LEMONT  
PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT  
418 MAIN STREET  
(630)257-1595



**PARADISE PARK ASSISTED LIVING – LEMONT, LLC**

16 Lilac Avenue \* Fox Lake, IL 60020

Email: [jboris@paradiseparkalf.com](mailto:jboris@paradiseparkalf.com)

630-399-3224

January 8, 2018

Village of Lemont  
Mr. Jason Berry, AICP  
Community Development Director  
418 Main Street  
Lemont, Illinois 60439

**Re: *Owner's Authorization  
Consent to Application for Zoning Entitlements***

To Whom It May Concern:

Paradise Park Assisted Living – Lemont, LLC, an Illinois limited liability company ("Paradise Park"), is owner of the approximately 10.40 acre property commonly known as 13101 Parker Road, Lemont, Illinois, Cook County (the "Property"). Please accept this correspondence as Paradise Park's authorization of Teton Development LLC, an Illinois limited liability company ("Teton") and/or Beechen & Dill Homes, Inc., an Illinois corporation ("B&D") to apply for Planned Unit Development, Plat of Subdivision, Zoning Variances, Annexation Agreement Amendment and other relief necessary for Teton & B&D's intended development of the Property.

Please do not hesitate to contact me should you have any questions or concerns.

Sincerely,

Paradise Park Assisted Living - Lemont, LLC,  
An Illinois limited liability company  
By: JFB Enterprises, Inc., its Managing Member

By:   
James F. Boris, its President

# ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:



**Fidelity National Title**  
Insurance Company

Commitment Number:

**OC16005972A**

FIDELITY NATIONAL TITLE INSURANCE COMPANY, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, FIDELITY NATIONAL TITLE INSURANCE COMPANY has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

**Fidelity National Title Insurance Company**

By:

\_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

Countersigned By:

\_\_\_\_\_  
Authorized Officer or Agent



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ALTA Commitment (06/17/2006)



ORIGINATING OFFICE	FOR SETTLEMENT INQUIRIES, CONTACT
Fidelity National Title Company, LLC 6250 W 95th St Oak Lawn, IL 60453 Main Phone: (708)430-3030 Email: iloaklawn@fnf.com	Fidelity National Title Company, LLC 6250 W 95th St Oak Lawn, IL 60453 Main Phone: (708)430-3030 Main Fax: (708)430-3434

SCHEDULE A

ORDER NO. OC16005972A

Property Ref.: 13101 S. Parker Road, Lemont, IL 60439

1. Effective Date: October 18, 2017
2. Policy or Policies to be issued:
  - a. ALTA Owner's Policy 2006  
 Proposed Insured: Teton Development, LLC  
 Policy Amount:
3. The estate or interest in the land described or referred to in this Commitment is:  
 Fee Simple
4. Title to the estate or interest in the land is at the Effective Date vested in:  
 Paradise Park Assisted Living-Lemont Limited Liability Company, an Illinois Limited Liability Company
5. The land referred to in this Commitment is described as follows:  
 The North 720 feet of the West 726 feet of the West 1/2 of the Southwest 1/4 of Section 35, Township 37 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois except that part described as follows:  
  
 that part of the West 1/2 of the Southwest 1/4 of Section 35, Township 37 North, Range 11 East of the Third Principal Meridian, bounded and described as follows:  
 Beginning at the intersection of the Southerly right of way line of 83 foot 131ST street with the Easterly right of way line of 66 foot Parker Road; Thence East along said Southerly Line 30 feet; thence Southwesterly to a point on said Easterly line that is 20 feet South of the point of beginning; thence North along said Easterly line 20 feet to the place of beginning, in Cook County, Illinois.

END OF SCHEDULE A

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ALTA Commitment (06/17/2006)



20446



MAIL TO:



Doc#: 0826022104 Fee: \$42.00  
Eugene "Gene" Moore FHS Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 09/16/2008 03:17 PM Pg. 1 of 4

This indenture made this 10th day of September, of 2008, between STANDARD BANK AND TRUST COMPANY, a corporation of Illinois, as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said bank in pursuance of a Trust Agreement dated the 1st day of September, 2005, and known as Trust Number 19063, party of the first part and Paradise Park Assisted Living - Lemont, LLC whose address is 7701 S. Grant Street, Suite D, Burr Ridge, IL 60527 party of the second part. *an Illinois limited liability company*

WITNESSETH, That said party of the first part, in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration in hand paid, does hereby grant, sell and convey unto said party of the second part, the following described real estate, situated in Cook County, Illinois, to wit:

Legal Description Attached

Pin: 22-35-300-002-0000

Common Address: 13101 ~~S.~~ Parker Road - 12 Acres ~~(contiguous)~~, Lemont, IL 60439  
*UD*  
together with the tenements and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the same unto said party of the second part, and to the proper use, benefit and behoof forever of said party of the second part.

This deed is executed pursuant to and in the exercise of power and authority granted to and vested in said trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust deed or mortgage (if any there be) of record in said county given to secure the payment of money, and remaining unreleased at the date of delivery hereof.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed and has caused its name to be signed to these presents by its AVP and attested by its AVP the day and year first above written.

STANDARD BANK AND TRUST COMPANY  
As Trustee as aforesaid:

Attest:

*Thomas Mulqueen*  
Thomas Mulqueen, AVP

By:

*Patricia Ralphson*  
Patricia Ralphson, AVP

Box 430



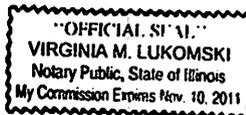
STATE OF Illinois COUNTY OF Cook}

SS: I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Patricia Ralphson of the STANDARD BANK AND TRUST COMPANY and Thomas Mulqueen of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such AVP and AVP, respectively, appeared before me this day in person and acknowledge that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth; and the said AVP did also then and there acknowledge that he as custodian of the corporate seal of said Company did affix the said corporate seal of said Company to said instrument as his own free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes of therein set forth.

Given under my hand and Notarial Seal this 10th day of September, 20 08.

STATE TAX  REAL ESTATE TRANSFER TAX DEPARTMENT OF REVENUE	STATE OF ILLINOIS	REAL ESTATE TRANSFER TAX
	SEP. 16. 08	02 100.00
	# 00000035073	FP 103037

NOTARY PUBLIC  
*Virginia M. Lukomski*



COUNTY TAX  REAL ESTATE TRANSACTION TAX REVENUE STAMP	COOK COUNTY	REAL ESTATE TRANSFER TAX
	SEP. 16. 08	0 1050.00
	# 0000047344	FP 103042

PREPARED BY:  
Standard Bank & Trust Co.  
7800 W. 95<sup>th</sup> Street  
Hickory Hills, IL 60457

The North 720 Feet of the West 726 Feet of the West Half of the Southwest Quarter of Section 35, Township 37 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois, except that part described as follows:

That part of the West Half of the Southwest Quarter of Section 35, Township 37 North, Range 11 East of the Third Principal Meridian, bounded and described as follows:

Beginning at the intersection of the Southerly Right of Way Line of 83 Foot 131<sup>st</sup> Street with the Easterly Right of Way Line of 66 Foot Parker Road; thence East along said Southerly Line 30 Feet; thence Southwesterly to a point on said Easterly Line that is 20 Feet South of the point of beginning; thence North along said Easterly Line 20 Feet to the place of beginning, in Cook County, Illinois

**Plat Act Affidavit**

William Conrad, being duly sworn on oath, state that I reside at Palms Hts Il  
and that the attached Deed is not in violation of the Plat Act, Ch. 765  
ILCS 205/1.1(b), as the provisions of this Act do not apply and no plat is required due to the following  
allowed exception (Circle the number applicable to the attached deed):

1. The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access;
2. The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access;
3. The sale or exchange of parcels of land between owners of adjoining and contiguous land;
4. The conveyance of parcels of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipe lines which does not involve any new streets or easements of access;
5. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
6. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;
7. Conveyances made to correct descriptions in prior conveyances;
8. The sale or exchange of parcels or tracts of land following the division into no more than 2 parts of a particular parcel or tract of land existing on July 17, 1959, and not involving any new streets or easements of access;
9. The sale of a single lot of less than 5 acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor, provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land;
10. The conveyance of land does not involve any land division and is described in the same manner as title was taken by grantor(s).

AFFIANT further states that this affidavit is made for the purpose of inducing the RECORDER OF \_\_\_\_\_ COUNTY, ILLINOIS to accept the attached deed for recording.

SUBSCRIBED and SWORN to before me this 12<sup>th</sup> day of September, 2008.

Notary: Emily Wachowicz (Signature) (Seal)



(This affidavit is not applicable to Facsimile Assignment of Beneficial Interest.)

**SAMPLE COVENANTS**  
**DECLARATION OF COVENANTS,**  
**CONDITIONS, RESTRICTIONS, EASEMENTS AND BY-LAWS**  
**FOR \_\_\_\_\_ SUBDIVISION**

*This instrument prepared by  
and after recording mailed to:*

*Vincent M. Rosanova  
Rosanova & Whitaker, Ltd.  
30 W. Jefferson Ave., Suite 200  
Naperville, Illinois 60540*

**DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS, EASEMENTS AND BY-LAWS  
FOR \_\_\_\_\_ SUBDIVISION**

---

This Declaration, made this \_\_\_\_\_ day of \_\_\_\_\_ 2017, by \_\_\_\_\_, LLC, an Illinois limited liability company ("Declarant").

WITNESSETH:

WHEREAS, the Declarant is the record owner of certain real estate (the "Development Parcel") located in the Village of Lemont (the "Village"), County of Cook, State of Illinois, the legal description of which is set forth in Exhibit A attached hereto and made a part hereof, and desires to create thereon a residential community of detached single-family homes; and

WHEREAS, the Declarant desires to establish certain covenants, conditions, restrictions and easements for the mutual benefit and enjoyment of the owners from time to time of the Development Parcel in order to promote, preserve and enhance the value and desirability of the Development Parcel and the architectural integrity and continuity of the improvements erected thereon and to facilitate the continuing care and maintenance thereof; and in furtherance thereof, intends to submit the Development Parcel to the provisions of the Declaration.

NOW THEREFORE, the Declarant, as the legal title holder of the Development Parcel, hereby declares that the Development Parcel legally described in Exhibit A, attached hereto and made a part hereof, is hereby submitted to the provisions of this Declaration and shall be owned, transferred, held, sold, conveyed and accepted subject to this Declaration; all the provisions of which shall be deemed to be covenants running with the Development Parcel and which shall be binding upon and inure to the benefit of the owners, mortgagees and any other persons, from time to time having or acquiring any right, title or interest in the Development Parcel or any portion thereof.

ARTICLE 1

Definitions

1.1 Association: \_\_\_\_\_ Homeowner's Association, an Illinois not-for-profit corporation, its successors and assigns shall be registered by the Declarant with the Illinois Secretary of State.

1.2 Board: The Board of Directors of the Association, as constituted at any time or from time to time, in accordance with the applicable provisions of Article 3.

1.3 Building or Duplex: A structure which is built or intended to be built by the Developer on a Lot containing two (2) Dwelling Units.

1.4 Common Area: See Exhibit B attached hereto. Outlot \_\_\_\_ as depicted on the Plat shall be conveyed and maintained by the Association. All Common Areas and any landscaping improvements located within areas marked on the Plat as "Landscape Easement" shall be maintained by the Association.

1.5 Community Mailboxes: Common mail box structures serving more than one Dwelling Unit which may be installed in clusters at location(s) directed by the Postmaster. Maintenance and repair of Community Mailboxes shall be the responsibility of the Association. In the event that Community Mailboxes are not required by the Postmaster, individual mail boxes serving each Dwelling Unit shall be maintained and repaired by each Dwelling Unit Owner.

1.6 Declarant: \_\_\_\_\_, LLC, an Illinois limited liability company or its assign.

1.7 Developer: Teton Development, LLC, an Illinois limited liability company or its assign.

1.8 Development Parcel: The real estate legally described on Exhibit A attached hereto.

1.9 Dwelling Unit: A residential housing unit located on a Lot and intended for use as a residential living quarters.

1.10 Eligible Mortgagee: The holder of a first Security Interest on a Lot which has notified the Association in writing of the Eligible Mortgagee’s name and address and that it holds a mortgage (“Eligible Mortgage”) on a Lot. Such notice will be deemed to include a request that the Eligible Mortgagee be given the notices and other rights described in Article 10.

1.11 Homebuilder: Beechen & Dill Homes, Inc., an Illinois corporation or its assign.

1.12 Lot: Any individual subdivided parcel of real estate shown upon the Plat which a Dwelling Unit is intended to be constructed on whether or not such Lot is improved with a Dwelling Unit.

1.13 Member: Each person who holds membership in the Association.

1.14 Owner: The person or persons who have estates or interest, individually or collectively, with aggregate fee simple absolute ownership of a Dwelling Unit or who have entered into an installment contract or articles of agreement for deed for the purchase of a Dwelling Unit; provided that no contract purchaser shall be a member or having voting rights in the Association. For the purposes hereof, unless otherwise specifically provided herein, the word “Owner” shall include any beneficiary of a trust, shareholders of a corporation or partner of a partnership holding title to a Lot or purchasing a Lot as aforesaid.

1.15 Person: A natural individual, corporation, partnership, trust or other legal entity capable of holding title to real property.

1.15 Plat: The plat of subdivision of \_\_\_\_\_ which has been recorded with the Cook County Recorder of Deeds as Document No. \_\_\_\_\_

1.17 Village: The Village of Lemont, an Illinois municipal corporation.

ARTICLE 2

## Easements

2.1 Easement for Unintentional Encroachments: In the event that any water, electric, gas, or other utility pipe or conduit or portion of utility system serving a Building encroaches by reason of construction, settlement or shifting of any Building or shall hereafter encroach upon any portion of any other Lot which is not owned by the Owner of the Building so encroaching or upon any portion of the Common Area, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of the Owner of the Building so encroaching; however, in no event shall a valid easement for any encroachments be created in favor of any Owner if such encroachment or use is detrimental to or materially interferes with the reasonable use and enjoyment of the Lot burdened thereby or such encroachment results from the willful conduct of the Owner of the Building so encroaching.

2.2 Utility Easements: The Village, S.B.C. Ameritech, NICOR Gas, Commonwealth Edison Company, and all other public utilities serving the Development Parcel (including any utility company providing cable, microwave or other satellite television service) are hereby granted the right to lay, construct, renew, operate and maintain conduits, cables, pipes, mains, sanitary and storm sewers and services, drainage ways and swales, ducts, wires, street lights and other equipment into and through the areas of the Development Parcel designated on the Plat for the purpose of providing the Lots with such utilities.

2.3 Easements Over Common Areas:

(a) A non-exclusive easement is hereby granted to each Owner over and across the Common Areas for the use and enjoyment thereof.

(b) Easements are hereby established and confirmed as set forth on the Plat.

(c) Additional easements over, across and under the Common Area may be granted by the Declarant or Association as provided hereunder.

2.4 General Provisions: All easements described in this Declaration are perpetual non-exclusive appurtenant easements, running with the land. They shall at all times inure to the benefit of and be binding on the undersigned and the Owners from time to time of any Lot and their respective heirs, administrators, executors, personal representatives, successors and assigns.

## ARTICLE 3

### Administration

3.1 Association: The Association has been or will be formed as a not-for-profit Illinois corporation under the General Not-For-Profit Corporation Act of the State of Illinois having the name “\_\_\_\_\_ Homeowner’s Association” (or one similar thereto) and shall, to the extent hereafter provided and subject to the limitations hereafter contained, be the governing body of the use, exterior maintenance and repair of the Lots and Buildings.

3.2 Membership: Every Owner of a Lot shall be a Member of the Association and such membership shall automatically terminate when such Member ceases to be an Owner. Membership is appurtenant to and shall not be separated from ownership of a Lot. Each Owner by acceptance of a deed or other conveyance of a Lot thereby becomes a Member, whether or not this declaration of such membership is made a part of, incorporated by reference or expressed in said deed of conveyance. There shall be one (1) person with respect to every Lot who shall be entitled to vote at any meeting of the Members. Such

person shall be known as a “voting member”. Such voting member may be the Owner of a Lot or may be some person designated by such Owner or Owners to act as proxy on his or her behalf and who need not be an Owner. Such designation shall be made in writing and shall be revocable at any time by Owner or Owners.

3.3 Voting Rights: The Association shall have two (2) classes of voting members:

Class A: Class A Member shall be all Owners with the exception of the Declarant, and each Class A member shall be entitled to one (1) vote for each Lot owned by such Class A Member.

Class B: The Class B Member shall be the Declarant who shall at any given time be entitled to five (5) votes for each Lot owned by it. The Declarant shall cease to be a Class B Member and shall become a Class A Member upon the first to occur of any of the following dates:

- (a) The date upon which the Developer and Declarant shall have sold and conveyed title to all Lots to third party buyers;
- (b) On December 1, \_\_\_\_\_; or
- (c) The date upon which the Declarant elects to convert its Class B membership to Class A membership by written notice of such election to the Association.

3.4 Qualifications of Board: For a period commencing on the date this Declaration is executed and ending upon the qualification of the directors elected at the initial meeting of voting members, the Declarant shall have the right to designate and select the persons who shall serve as members of each Board or exercise the powers of the Board as provided herein. Except for directors so designated by Declarant, each member of the Board shall be one of the Owners and shall reside in a Dwelling Unit; however, in the event an Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, any designated agent of such corporation, partnership, trust or other legal entity shall be eligible to serve as a member of the Board so long as any such agent (other than a person designated by Developer) resides in a Dwelling Unit.

3.5 Election of Directors:

(a) The initial Board of Directors designated by the Declarant shall consist of three (3) directors who shall serve without compensation. Such initial Board shall serve for a period commencing on the date the Association is formed by the filing of the Articles of Incorporation therefor in the office of the Secretary of State of Illinois and ending upon the qualification of the Directors elected at the initial meeting of voting members held as provided in this Article 3. At the initial meeting held as provided in Section 3.6 hereof, the voting members shall elect three (3) Board members who shall serve until the first annual meeting. In all elections for members of the Board, each voting member shall be entitled to vote on a non-cumulative voting basis, and the candidates receiving the highest number of votes with respect to the office to be filled shall be deemed to be elected. Each voting member shall be entitled to cast the number of votes specified in Section 3.3 hereof. Members of the Board elected at the initial meeting shall serve until the first annual meeting. At the first annual meeting, three (3) Board members shall be elected. The two (2) persons receiving the highest number of votes at the first annual meeting shall be elected to the Board for a term of two (2) years, and the one (1) person receiving the next highest number of votes shall be elected to the Board for a term of one (1) year. The election and term of office for candidates receiving the same number of votes shall be determined by Lot. Upon the expiration of the terms of office by the Board members so elected at the first annual meeting and thereafter, successors shall be elected for a term of two

(2) years each. The voting members having at least two-thirds (2/3) of the total votes may from time to time increase or decrease the term of the office of Board members at any annual or special meeting, provided that such number shall not be less than three (3) and that the terms of at least one-third (1/3) of the persons of the Board shall expire annually. Vacancies in the Board, including vacancies due to any increase in the number of persons on the Board, shall be filled by the majority vote of all remaining Board members. The Board shall act by majority vote of those present at its meeting when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt. A majority of the total number of members on the Board shall constitute a quorum.

(b) The Board shall elect from among its members a President who shall preside over both its meetings and those of the voting members and who shall be the chief executive officer of the Board and Association, a Vice President, a Secretary who shall keep minutes of all meetings, a Treasurer and such other officers as the Board shall see fit. Except for Directors designated by the Developer, any Board member may be removed from office by the affirmative vote of voting members holding two-thirds (2/3) of the total votes.

### 3.6 Meetings of Voting Members:

(a) Meetings of the voting members shall be held at such places and times as shall be designated in any notice of a meeting by the Board. The presence in person or by proxy at any meeting of the voting members having a majority of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members having a majority of the total votes present at such meeting. In the event that a quorum is not present at any meeting of the voting members, another meeting may be called by notice from the Board, and the required quorum at any such subsequent meeting shall be one half (1/2) of the required quorum of the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

(b) The initial meeting of voting members shall be held upon not less than ten (10) days prior written notice from the Declarant. Such notice must be given no later than the earlier of (i) thirty (30) days after the sale and conveyance of title to one hundred percent (100%) of the Lots (including on Lots within the Additional Land, if any) or (ii) December 31, 2020, but such notice may, at the discretion of the Declarant, be given earlier. Thereafter, there shall be an annual meeting of the voting members on or about the second Tuesday of September following such initial meeting and on or about the second Tuesday of September of each succeeding year thereafter, or at such other reasonable date, such time and such place as may be designated by written notice from the Board.

(c) Special meetings of the voting members may be called at any time for any reasonable purpose on not less than ten (10) days notice from a majority of the Board or the voting members holding one-fourth (1/4th) of the total votes.

(d) Notices of meetings may be delivered personally or by mail to the voting members and addressed to each such voting member at the address given by him to the Board. If no address is given, notices of meetings shall be addressed to such voting member to the address of his Dwelling Unit.

### 3.7 General Powers of the Board: The Board shall have the following powers:

(a) To adopt rules and regulations governing the use, maintenance and administration of the Common Areas and any improvements located thereon for the health, comfort, safety, and general welfare of the Owners and occupants thereof;

(b) To adopt rules and regulations concerning the enforcement of the provisions of this Declaration;

(c) To enter into contracts on behalf of and to purchase or secure in the name of the Association any materials, supplies, insurance (including directors and officers liability insurance), equipment, fixtures, labor, services (including the services of accountants and attorneys) required by the terms of this Declaration, or which in its reasonable opinion shall be necessary or proper for the operation or protection of the Association and its members and for the enforcement of the provisions of this Declaration;

(d) To enter upon, and to have its contractors, subcontractors and agents enter upon any Lot and the exterior of any Lot, Building, or Dwelling Unit as may be required to exercise all of the rights and obligations granted to or imposed upon it pursuant to this Declaration or to correct any condition that in the Board's judgment is a nuisance or is damaging to any Owner or occupant;

(e) To maintain one (1) or more bank accounts (granting authority as the Board shall desire to one (1) or more persons to draw upon such accounts) and, generally, to have all the powers necessary and incidental to the operation and management of the Association;

(f) To adjust the amount, collect and use any insurance proceeds to repair damaged or replace lost property and, if proceeds are insufficient, to repair damaged or replace lost property and to assess the appropriate Member in proportionate amounts to cover the deficiency;

(g) To take such action as may be required to enforce the provisions of this Declaration and the rules and regulations made hereunder;

(h) To enter into a contract for the management of the Development Parcel with a professional manager or management company on such reasonable terms as the Board shall determine; and

(i) Upon the affirmative vote of two-thirds (2/3rds) of the members of the Board or not less than a majority of the Lot Owners at a meeting duly called for such purpose, the Board, acting on behalf of all Lot Owners, shall have authority to seek relief from or in connection with the assessment or levy of general or special real estate taxes and/or assessments and to charge and collect all expenses incurred in connection therewith as an Association Expense.

3.8 Liability of the Board of Directors: Neither the members of the Board, the Declarant, Developer, nor the officers of the Association shall be liable to the Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Board members and officers except for any acts or omissions found by a court to constitute gross negligence or fraud. The Owners shall indemnify and hold harmless each of the members of the Board, the Declarant, Developer and each of the officers of the Association against all contractual and other liabilities to others arising out of contracts made by or other acts of the Board and officers unless any such contract or act shall have been made fraudulently or with gross negligence or contrary to the provisions of this Declaration. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) reasonably incurred in connection with the defense against any claim, action, suit, or proceeding to be liable for gross negligence or fraud in the performance of his duties as such member or officer, or any matter settled or compromised unless, in

the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such person being adjudged liable for gross negligence or fraud in the performance of his duties as such member or officer.

3.9 Books and Records: The books and records of the Association may be examined by any Owner at the office where such books and records are maintained during normal business hours for any proper purpose upon prior written notice to the Board.

## ARTICLE 4

### Insurance

4.1 Types of Insurance: The Board shall have the authority to and shall obtain insurance as follows:

(a) Physical damage insurance with regard to any improvements constructed on the Common Area and other tangible assets of the Association including coverage against damage or destruction by the perils of fire, lightening and those perils contained in an all risk form, and such other perils as the Board of Directors of the Association from time to time may determine should be included in such coverage, in an amount equal to one hundred percent (100%) of the insurable replacement cost thereof, without depreciation and with an agreed amount of provision. The proceeds of such insurance shall be made available, as the Board of Directors of the Association shall reasonably determine, for the repair, reconstruction and restoration of such insured improvements. To the extent feasible, all such policies of insurance shall (i) provide that the insurance shall not be invalidated by the act or neglect of the Declarant, the Association, its Board of Directors, its Officers, any owner or occupant, or any agent, employee, guest or invitee of any of them, and (ii) shall contain an endorsement that such policies shall not be canceled without at least thirty (30) days' prior notice to the Association, the Owners, and all first Mortgagees of the Lots;

(b) Commercial General Liability Insurance covering bodily injury and property damage insuring against hazards of premises/operation, death, personal injury liability, independent contractors and other extensions as deemed necessary by the Board. Such insurance shall provide limits of liability as deemed desirable by the Board, but in no event for less than One Million Dollars (\$1,000,000.00) with respect to each occurrence. Such policy shall be endorsed to cover cross-liability claims of one insured against the other;

(c) Umbrella Liability Insurance in excess of the required Commercial General Liability and Employee Liability Policies in an amount deemed desirable by the Board, but in no event less than Two Million Dollars (\$2,000,000.00) with respect to each occurrence;

(d) Worker's Compensation and Employer Liability Insurance (minimum amount of the greater of Three Hundred Thousand Dollars (\$300,000.00) or statutory limits) as necessary to comply with applicable laws;

(e) Fidelity Bond Insurance covering any officer, director, managing agent or other person who handles or is responsible for funds of the Association, in an amount necessary to comply with the insurance requirements of the Federal National Mortgage Association; and

(f) Such other insurance, which may include, without limitation, any or all of the following, in such amounts as the Board shall deem desirable: directors and officers liability insurance for the officers and directors of the Board of Directors or the Association; medical payments coverage for

members of the public (not Owners) injured on the Development Parcel, without regard to liability of the Board or the Association; and non-owned and hired automobile liability coverage.

4.2 Insurance Carriers: All insurance provided for in Section 4.1 shall be effected under valid and enforceable policies issued by insurance companies authorized and licensed to transact business in the State of Illinois and holding a current Policyholder's Alphabetic and Financial Size Category Rating of not less than A-VII according to Best's Insurance Reports or a substantially equivalent rating from a nationally-recognized insurance rating service. All such policies shall provide a minimum of thirty (30) days advance notice of cancellation in writing to the insureds thereunder unless such cancellation is for non-payment of premium in which case ten (10) days' advance written notice shall be sufficient.

4.3 Insureds: All policies of insurance shall name as insureds the Association, the Board, managing agent, and the other agents and employees of such Association, Board and managing agent and the Developer and where applicable, shall contain an endorsement or clause whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, members of the Board, the Developer, the managing agent, their respective employees and agents, and the Owners and Occupants.

## ARTICLE 5

### Assessments

5.1 Personal Obligation: Each Owner (except for the Developer, Declarant and Homebuilder) by acceptance of a deed for a Lot, whether or not it shall be so expressed in any such deed, or other conveyance for such Lot, hereby covenants and agrees to pay to the Association such assessments and fees as are levied pursuant to the provisions of this Declaration. Such assessments and fees, whether special or otherwise, not paid when due, together with interest thereon at the rate of ten percent (10%) per annum, late fees or twenty-five dollars (\$25.00) per month (or such other amount as the Board shall from time to time determine) and costs of collection, including attorneys' fees incurred in respect thereto whether or not suit shall be instituted, shall be a charge and a continuing lien upon the Lot against which such assessment is made. Furthermore, each such assessment, together with such interest, costs, late fees and other fees, shall be the personal obligation of the person who was the Owner of such Lot on the date upon which such assessment became due. Personal liability for such assessments shall not pass to a bona fide purchaser of a Lot unless expressly assumed by such purchaser.

5.2 Purpose of Assessments: The assessments and fees levied by the Association shall be used for the purpose of promoting the health, safety and welfare of the Members of the Association, and, in particular, for (a) maintenance, repairs and replacements for which the Association is responsible pursuant to the terms of this Declaration, including, but not limited to, the cost of labor, equipment, utilities and security services, accountants', attorneys' and other professional fees, licenses and permits and the materials in connection therewith, (b) the establishment of such reasonable reserves, if any, as the Board deems appropriate, (c) the performance of the duties of the Board as set forth in this Declaration, including the enforcement of the provisions thereof, (d) paying the cost of insurance required or permitted to be maintained by the Association, and (e) in general, carrying out the purposes of the Association as stated herein and in the Articles of Incorporation of the Association (collectively, the "Association Expenses").

5.3 Annual Assessments: Each year on or before December 1, the Board shall estimate the total amount (the "Aggregate Annual Assessment") necessary to provide the materials and services which will be required for the ensuing calendar year in the operation of the Association and shall notify each Owner in writing as to the amount of the Aggregate Annual Assessment with a reasonable itemization thereof and of the amount allocable to such Owner. Each Owner (with the exception of the Developer and Declarant) shall be allocated that portion of the Aggregate Annual Assessment as shall be determined by

dividing the Aggregate Annual Assessment by the total number of Lots within the Development Parcel, excluding lots Owned by Declarant, Developer and Homebuilder. On or before January 1 of the ensuing year, and on the first day of each and every month of said year, each Owner, jointly and severally, shall be personally liable for and obligated to pay one-twelfth (1/12th) of the portion of the Aggregate Annual Assessment allocated to such Owner. On or before April 1 of each calendar year following the initial meeting of voting members, the Board shall furnish each Owner with an itemized accounting of the expenses for the preceding calendar year and the amount collected from the Owners.

5.4 Special Assessments: In addition to the annual assessments authorized pursuant to Section 5.3, the Board may at any time or from time to time levy special assessments. Special assessments shall be levied for the purpose of defraying, in whole or in part, the cost incurred by the Association for any repair, replacement, maintenance, service, labor or materials not provided for in the Aggregate Annual Assessment for the then current calendar year. Any such special assessment shall first be approved by the affirmative votes of not less than one-half (1/2) of the votes cast at the annual or a special meeting of the Members called and held in accordance with the provisions of Section 5.5 hereof. Special assessments shall be allocated to each Owner (excluding Declarant, Developer and Homebuilder) in the same manner as such Owner's respective share of the Aggregate Annual Assessment.

5.5 Notice and Quorum: Written notice of any meeting called for the purpose of authorizing any special assessment requiring approval pursuant to Section 5.4 hereof shall be sent to all members not less than thirty (30) days and no more than sixty (60) days in advance of the meeting. At such meeting, the presence in person or by proxy of Members entitled to cast one-half (1/2) of all votes shall constitute a quorum.

5.6 Proof of Payment: Upon written demand of an Owner or mortgagee at any time, the Association shall furnish such Owner or mortgagee a written certificate signed by an officer of the Association setting forth whether there are any unpaid annual special assessments levied against such Owner's Lot. Such certificate shall be conclusive evidence of payment of any annual or special assessments not stated therein as paid.

5.7 Nonpayment of Assessments: Any assessment which is not paid when due shall be deemed delinquent. If an assessment is not paid within ten (10) days after the delinquency date, such assessment shall bear interest at the rate provided in Section 5.1 from the delinquency date, and the Board may impose a late fee as provided in Section 5.1. In the event of the failure of any Owner to pay any assessment, maintenance charge, interest charge, late fee or other fees or costs of collection when due, the amount thereof shall constitute a lien on the Lot of such Owner. In the event such Owner fails to pay such assessment within thirty (30) days after notice from the Board of such default, the Board may accelerate the maturity of the remainder of the installments of assessments due from such Owner for the balance of the calendar year and may enforce collection thereof. The Board shall, in the name of and on behalf of the Association, have all rights and remedies to enforce such collections as shall from time to time be permitted by law, including bringing an action at law or in equity against such Owner and foreclosing the aforesaid lien. All expenses of the Association in connection with such action or proceedings, whether or not suit shall be instituted, including attorneys' fees and court costs and other fees and expenses shall be charged to and assessed against such Owner (and shall constitute a personal liability of such Owner) and shall be added to and deemed part of his assessments, and the Association shall have a lien for all of the same upon the Lot of such Owner.

5.8 Subordination of Lien to Mortgage: The lien of the assessments provided for herein shall be subordinate to the lien of any prior, recorded first mortgage or trust deed on a Lot made to any bank, savings and loan association or other institutional lender except for the amount of any assessments which becomes due and payable from and after the date such lender obtains title to or possession of such

Lot pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such transfer of title or possession shall not relieve the owner of such Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

5.9 Exemption from Assessment on Lots Owned by Developer, Declarant and Homebuilder: In order that those Lots which are improved with Buildings containing Dwelling Units and conveyed or leased by Developer, Declarant or Homebuilder or its Agents may, with reasonable promptness, receive the benefits of maintenance by the Association for the enjoyment of the residents of the Developmental Parcel, and also be subject to assessments therefor, and so as not to discourage the Declarant, Developer and Homebuilder from voting for such assessments at such time as the Developer, Declarant and Homebuilder may still own a substantial number of vacant Lots or unoccupied Dwelling Units, and inasmuch as assessments levied against such vacant Lots or unoccupied Dwelling Units impose a burden on the Developer, Declarant and Homebuilder or receiving the benefits of maintenance upon such vacant Lots or unoccupied Dwelling Units as may from time to time be provided by the Association, it is therefore expressly provided that no Lot owned by the Developer, Declarant or Homebuilder shall be subject to the assessments, charges and liens provided herein until the date upon which such Lot shall be conveyed to a bona fide purchaser, leased to any person who shall have commenced to pay rental therefor or sold pursuant to installment contract or articles of agreement for deed.

Upon the conveyance or leasing by Developer, Declarant or Homebuilder of a Lot or Dwelling Unit which was theretofore entitled to the foregoing exemption from assessments, such Lot or Dwelling Unit and the Owner thereof shall immediately become subject to the payment of all assessments and other charges and the lien provided for herein.

5.10 Initial Assessments: The Declarant, Developer or Homebuilder shall collect from each purchaser of a Lot with a Dwelling Unit constructed thereon, at the time of closing of the purchase thereof, an amount equal to two (2) times the monthly assessment allocable to such Lot. The amounts so collected shall be utilized to fund an operating reserve for the Association.

## ARTICLE 6

### Covenants and Restrictions as to Use and Occupancy

6.1 General Restrictions: The Development Parcel and the Owners shall be subject to and comply with the following:

(a) No animals of any kind shall be raised, bred, or kept in or about any Dwelling Unit or Lot except that dogs, cats, or other usual domesticated household pets, not to exceed three (3) per Dwelling Unit (or such greater number as the Board shall approve in writing) may be kept in a Dwelling Unit, subject to rules and regulations from time to time adopted by the Board, provided that they are not kept, bred, or maintained for any commercial purpose; and further provided that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Development Parcel upon three (3) days' written notice from the Board. Pets shall be leashed or fenced in at all times when outside any Dwelling Unit. Dog runs and dog kennels are prohibited. Any pet waste shall be immediately removed from public or private property. Rules and regulations adopted by the Board may prohibit certain species of pets.

(b) No noxious, offensive, or illegal activity shall be carried on in or on any Dwelling Unit, Building or Lot, nor shall anything be done therein or thereon, either willfully or negligently, which may be or become an annoyance or nuisance to the Owners or occupants.

(c) No motor vehicle (“vehicle”) shall be parked on any Lot in an area other than a driveway or garage and, without limiting the generality of the foregoing, no such vehicle shall be parked on the lawn of any Lot. No vehicle which is inoperative shall be parked on any driveway for a period in excess of twenty-four (24) hours. No vehicle shall be repaired on the driveway of any Lot. Only “Permitted Vehicle(s)” may be parked overnight on the driveway of a Lot. For purposes of this Section, the term “Permitted Vehicle(s)” shall mean any motor vehicle designed to carry eight (8) or fewer passengers, including, a motorcycle, passenger car, passenger truck, passenger van, or sport utility vehicle provided that no signage, decal or mark which identifies or advertises the name of a trade or business is affixed to such vehicle and further provided that no snow plow, salt spreading device, ladder, or winch is affixed to such vehicle. Notwithstanding the foregoing, the following vehicles shall not be considered “Permitted Vehicles” for purposes of this Declaration: all-terrain vehicles, ambulances, boats, buses, camping trailers, commercial vehicles, commuter vans, farm tractors, hearses, house trailers, limousines, medical transportation vehicles, motor homes, recreational vehicles, road tractors, school buses, semi-trailers, snowmobiles, tow trucks and trailers. The Association may promulgate reasonable rules and regulations in connection with the use, operation, parking and storage of motor vehicles. The foregoing restriction shall not apply to any trucks or other vehicles owned by the Developer, its contractors, subcontractors, material suppliers, agents and employees which may be parked on any portion of any Lots owned by the Developer or the Declarant during the construction and marketing of the Development or necessary to make service calls.

(d) No clotheslines, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of a Lot. All rubbish, trash, and garbage shall be placed in closed plastic bags, deposited in closed trash receptacles and regularly removed from each Lot. No trash receptacles shall be kept outside a Dwelling Unit, and no burning of trash shall be permitted.

(e) Developer may store or permit to be stored upon any Lot owned by the Developer or Declarant during construction and marketing of Lots or Dwelling Units, machinery, equipment, building materials, and supplies or similar items.

(f) All exterior lighting, seasonal lighting, and decorations shall be subject to the rules and regulations as may be enacted by the Board.

(g) Miniature satellite dish antennae shall be permitted subject to the rules and regulations of the Board. No other radio or television antennas shall be affixed to or placed in, through or upon the exterior walls, roof, or windows of a Lot or Dwelling Unit or shall be installed on any exterior part of a Building.

(h) No window air conditioning units shall be installed in any Dwelling Unit.

(i) No sheds, storage buildings, tents, above ground pools or their permanent or temporary accessory structures of any kind shall be erected on any Lot, except for children’s play equipment which shall be subject to standards established by the Architectural Control Committee.

(j) No Owner shall alter the landscaping furnished by the Developer or the Association in the Common Areas or remove or add any shrubbery, trees, gardens, or other plants, rock gardens, fountains, or other elements of landscaping from the Common Areas. No modifications in the color, materials, or otherwise of the exterior of a Dwelling Unit or Building from that originally furnished by the Developer shall be permitted without the approval of the Architectural Control Committee.

(k) The following fence requirements shall be applicable to all Lots:

- (i) The only permitted fence material and style shall be “Jerith” aluminum black fence (style #202), as depicted on Exhibit C, or equivalent as approved by the Architectural Review Committee.
- (ii) No fence shall exceed four feet (4’) in height.
- (iii) In the event an in-ground pool is installed on any Lot, the maximum height of the fence shall be increased from four feet (4’) to five feet (5’).

(l) Other than as may be made by Developer or Homebuilder, an exterior addition to or exterior change or alteration in a Dwelling Unit including, but without limitation, paint colors, siding materials and/or colors, storm doors and windows, railings, flowerboxes, benches and shutters shall be made without the approval of the Architectural Control Committee (as defined in Article 7 below). Any such exterior additions or changes shall comply with all applicable building, zoning and fire laws, statutes, and ordinances and any other requirements of the Village, shall be performed in a good and workmanlike manner and shall harmonize, to the satisfaction of the Architectural Control Committee, as to design, color, location and size, with surrounding structures and topography.

(m) Garbage cans shall not be placed out of doors for pick up until the night before pick up and shall be placed indoors the same day pick up is made.

(n) No building, fixture, driveway, fence, patio, front screen door, wall or other structure, improvement or addition shall be erected, placed, removed or altered on any Lot within the Development Parcel (except as are installed by Developer or Homebuilder in connection with the initial construction of dwellings or other improvements on the Lots which shall not require any Association approvals), nor shall any improvement be replaced or substantially modified until plans and specifications describing such improvements have first been approved by the Architectural Control Committee as provided in Article 7.

(o) Except as provided herein, and excluding any lots owned by Developer or Homebuilder, no advertising signs, for-sale signs, billboards, objects of unsightly appearance or nuisances shall be erected, placed or permitted to remain on any Lot or on any Building until the Class B Voting Rights cease to exist. No Lot shall be used in any way or for any purpose which may endanger the health or unreasonably disturb the residents of the Development Parcel.

(p) All woodpiles shall be screened by adequate planting so as to conceal them from view of neighboring Lots and streets. All rubbish, trash and garbage shall be regularly removed from the Property, shall not be stored outside (except for days of pickup) and shall not be allowed to accumulate thereon.

(q) Each owner of a Lot agrees to cause his or her Lot to be mowed frequently enough so that grass heights do not exceed six (6) inches. If any such owner fails to maintain his or her lawn in the manner provided for in this paragraph, then the Association may do so and demand reimbursement for the cost thereof from the Lot owner in question together with a fine as determined by the Board.

(r) No Lot or Dwelling Unit may be leased for “transient purposes”. For purposes of this Section 6.1, “transient purposes” shall mean for a term of less than six (6) months. All leases shall be in writing and shall require the lessee to observe and comply with the provisions of this Declaration and any rules and regulations from time to time enacted by the Board. Any Owner who leases his Lot or Dwelling Unit shall provide the Association prior to occupancy by a tenant with (a) a copy of such lease, (b) the names of all persons who will occupy his Lot or Dwelling Unit, and (c) the lessee’s telephone

number at the Dwelling Unit. The Board may enact reasonable rules and regulations in connection with the leasing of Lots or Dwelling Units.

(s) Except as provided in Article 10, each Lot and Dwelling Unit shall be used for private, residential purposes and no other purposes, and no industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, conducted for profit, altruism or otherwise shall be conducted, maintained, or permitted in a Dwelling Unit or Building or on a Lot.

(t) No owner shall place anything whatsoever (including, but without limitation, fencing, sheds, swings or playsets, or landscaping) within any designated "buffer area" or "berm" area along a public street.

(u) The location of any type of mail boxes for all Lots shall be as directed by the Developer and postmaster and shall be of a consistent material. No Masonry mailboxes shall be permitted.

(v) All house numbers shall be Times New Roman – Bold Italic Font.

6.2 Architectural Restrictions: In addition to the restrictions set forth in Section 6.1 above, every residence constructed on a Lot shall be subject to the following:

(a) No single level (ranch) shall contain less than \_\_\_\_\_ square feet of living area (i.e. exclusive of basement, garage, patio or deck area), and no two story residence shall contain less than 2,500 square feet of living area.

(b) All roofs must be of architectural grade shingle or a comparable quality product approved by the Architectural Control Committee.

(c) No vinyl or aluminum siding shall be permitted

(d) All driveways shall be constructed concrete or brick pavers; no asphalt is permitted.

6.3 Minimum Landscaping Requirement: Excluding parkway trees and landscape materials installed by the Homebuilder or Developer, within one (1) year of issuance of an occupancy permit for each Dwelling Unit, the Owner of said Dwelling Unit shall install landscaping materials in the front yard of their Lot which meet or exceed the following minimum landscaping requirement and which shall be based upon a point system. The minimum total points to be realized by each Owner shall be two-hundred and fifty (250) and each planting/material shall be assigned the following values. Every Owner is encouraged to exceed the minimum requirement and provide ample landscaping treatments on all sides of their Lot in a first class manner to enhance the overall community and increase property values.

(a) Shade Tree: 3.0 caliper or greater	100 points
(b) Shade Tree: 3.0 caliper or less	50 points
(c) Ornamental Tree: 3.0 caliper or greater	50 points
(d) Ornamental Tree: 3.0 caliper or less	25 points
(e) Evergreen Tree: 6' tall or greater	50 points
(f) Evergreen Tree: 6' tall or less	25 points
(g) Large Shrub: 36" tall or greater	10 points
(h) Small Shrub: 18" tall or greater	5 points
(i) Decorative Retaining Wall: 20 linear feet minimum	50 points
(j) Decorative flower beds: 100 square feet minimum	40 points

6.4 Remedies: The violation of any covenant, condition, restriction, rule or regulation adopted by the Board, or the breach of any provision herein contained, shall give the Board the right, upon not less than ten (10) days' notice (or immediately in the event of any matter of an emergency nature which might result in damage to persons or property), in addition to the rights set forth in the next succeeding section:

(a) to enter upon that part of the Development Parcel where such violation or breach exists and summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Declarant, or its beneficiaries, or their successors or assigns, or the Board, or its agents, shall not thereby be deemed guilty in any matter of trespass;

(b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; or

(c) to levy fines in such reasonable amount and pursuant to such procedures for hearings and appeals as the Board shall from time to time determine.

All expenses of the Board in connection with such actions or proceedings, including court costs and attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of ten percent (10%) per annum until paid, shall be charged to and assessed against such defaulting Owner, and shall be added to and deemed part of his respective share of the expenses of the Association, and the Association shall have a lien for all of the same upon the Lot of such defaulting Owner and upon all of his additions and improvements thereto and upon all of his personal property upon his Lot or located elsewhere on his Lot. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board.

## ARTICLE 7

### Architectural Control Committee

7.1 Membership: The "Architectural Control Committee" shall consist of three (3) persons who shall be appointed by the Board. Until the initial meeting of voting members, the Declarant shall designate the members of the Architectural Control Committee. Upon the sale and conveyance by the Developer and Homebuilder of all of the Lots with Dwelling Units located thereon, all three (3) members shall be appointed by the Board. Except for members designated by the Declarant, each member of the Architectural Control Committee shall be an Owner and shall reside in a Dwelling Unit. The Developer, Declarant and Homebuilder shall not require Architectural Review Committee approval prior to constructing any Dwelling Unit on any Lot owned by Developer, Declarant or Homebuilder.

7.2 Powers and Duties: The Architectural Control Committee shall have the following powers and duties:

(a) to review requests by Owners for approval of any exterior addition or modification or alteration to a Lot or other matter described in this Declaration as requiring approval of the Architectural Control Committee and, subject to final approval thereof by the Board, to render decisions thereon;

(b) to propose to the Board rules, regulations and procedures concerning exterior maintenance, repair, landscaping, fences, trash removal, and the enforcement of the provisions of this Declaration in relation thereto; and

- (c) such other power and duties as the Board shall from time to time delegate.

7.3 Procedures: Any matter requiring the approval of the Architectural Control Committee shall be submitted to the Architectural Control Committee in writing and, if approval of any alteration or addition to a Dwelling Unit or Building shall be requested, shall include preliminary design drawings, plans and specifications, elevations, landscaping schemes and descriptive materials showing the size, color, design, configuration, height, shape, and materials of such alteration or addition. Within a reasonable time not exceeding thirty (30) days after receipt of all such items, the Architectural Control Committee shall advise such Owner and the Board in writing:

- (a) Whether such Owner's request has been approved or denied and if denied, the specific reason therefor; or

- (b) Whether the Architectural Control Committee requires additional information, plans or other materials to render a decision, in which case such additional items shall be furnished as expeditiously as possible.

If additional items shall be required pursuant to subsection (b) above, within a reasonable period of time not exceeding ten (10) days from the date of receipt of all such items, the Architectural Control Committee shall advise such Owner and the Board in writing whether such Owner's request has been approved or denied and if denied, the specific reasons therefor. If such Owner's request for approval shall have been denied, such Owner shall have the right to appeal the decision of the Architectural Control Committee to the Board pursuant to Section 7.4 hereof.

7.4 Right of Appeal: Any adverse decision of the Architectural Control Committee may be appealed to the Board, which shall render a final decision as to the matter in question. An Owner desiring to appeal shall so advise the Board in writing. The Board shall consult with the Architectural Control Committee and such owner, shall review the plans and other materials submitted by such Owner and shall render a written decision as to the matter under consideration as expeditiously as practical. In rendering its decision, the Board shall take into consideration the criteria set forth in Section 7.5, the manner in which the Architectural Control Committee has applied such criteria to the matter under review and such other factors as the Board deems relevant in respect to the overall enhancement of the value and desirability of the Lots and Development Parcel.

7.5 Review Criteria: In evaluating requests by Owners for approvals required of the Architectural Control Committee hereunder, the factors to be considered by the Architectural Control Committee shall include the following:

- (a) the architectural integrity and compatibility of any proposed exterior modification to a Dwelling Unit with the design, color scheme, and materials of such Dwelling Unit as originally constructed;

- (b) the aesthetic effect of any proposed modification of landscaping, exterior fences or exterior lighting, compliance with the restrictions set forth in Article 6 above; and

- (c) such other factors as the Architectural Control Committee deems relevant in assessing the overall effect of the Owner's request upon the maintenance and operation of the Parcel.

7.6 Final Board Approval: There is hereby reserved to the Board the power to reverse any decision of the Architectural Control Committee, whether approving or denying an Owner's request,

if, in the Board's judgment, which shall not be subject to challenge or review, the Architectural Control Committee, in rendering such decision, has failed to correctly apply the criteria set forth in Section 7.5.

## ARTICLE 8

### Exterior Maintenance

8.1 Maintenance, Repairs and Replacements: The Association shall be responsible for the maintenance and repair of Common Area and all improvements thereon, including landscaping. The Association shall also be responsible for maintenance and replacement of all landscaping located in areas marked on the Plat as "Landscape Easement". Such maintenance, repairs, and replacements shall be made when and as deemed necessary by the Board to maintain the Development Parcel as a first-class residential development.

8.2 By the Owner: Except as otherwise provided in Section 8.3 hereof, each Owner shall, at his expense, maintain his Lot and all improvements thereon, including all structures, fixtures, Buildings, fencing, and landscaping located thereon in first-class condition. In the event any Owner fails to maintain or repair his Lot and improvements thereon as aforesaid, the Association shall have the right, but not the obligation, to enter upon such Owner's Lot to perform such maintenance or repair, and such Owner shall pay all costs and expenses of the Association incurred thereby upon demand. The cost of any maintenance, repairs and replacements performed by the Association under this Section shall be charged to the Lot Owners and shall bear interest and constitute the personal liability of such Owner and shall be a continuing lien on such Owner's Lot enforceable as provided in Article 5 hereof.

8.3 Nature of the Obligation: Nothing herein contained shall be construed to impose a contractual liability upon the Association for maintenance, repair, and replacement of any Lot or any improvement thereof or any parts thereof; the Association's liability shall be limited to damages resulting from its negligence. The respective obligations of the Association and Owners set forth in this Declaration shall not be limited, discharged, or postponed by reason of the fact that any such maintenance, repair, or replacement is required to cure a latent or patent defect in material or workmanship in the contraction of the Building, nor because they may become entitled to proceeds under policies of insurance. In addition, and notwithstanding anything herein above to the contrary, no Owner shall have a claim against the Board or Association (or against the Developer) for any work ordinarily the responsibility of the Board or Association, but which the Owner himself has performed or paid for, unless the same shall have been agreed to in advance, in writing, by the Board, the Association or the Developer.

8.4 Negligence of Owner: If, due to the negligent or willful act or omission of an Owner, a member of his family, a household pet, or a guest or other authorized Occupant or visitor of such Owner, damage shall be caused to a Building or a Dwelling Unit or Units owner by others, or maintenance, repairs, or replacements shall be required which would otherwise be an Association Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs, and replacements as may be determined by the Board.

8.5 Storm Water Management Areas: Storm Water Management Areas conveyed to the Association as part of the Common Area shall be maintained by the Association in accordance with sound engineering principals so as to keep such areas functioning in the manner for which they were originally designed, and in accordance with all applicable laws, ordinances, or regulations promulgated by any governmental entity having jurisdiction over such matters.

## ARTICLE 9

## Rights Reserved to Developer and Homebuilder

### 9.1 Developer's Promotional Rights:

(a) The right is reserved to the Developer and Homebuilder to place and maintain on any area of the Development Parcel model Dwelling Units, construction trailers, sales offices, fencing, flag poles, advertising signs, banners and lighting in connection therewith and other promotional facilities at such locations and in such forms as shall be determined by Developer and Homebuilder for construction, sales and leasing purposes. There is also reserved to the Developer and Homebuilder, their agents, employees and prospective purchasers and tenants, the right of ingress, egress and transient parking in and through the Development Parcel for such sales and leasing purposes. The Developer and Homebuilder also reserves the right to maintain on the Development Parcel without charge (a) a general construction office for the purpose of exercising the rights reserved in this Article 9, (b) a general construction office for the Developer's and Homebuilder's contractors and subcontractors and (c) appropriate parking facilities for the employees of Developer's and Homebuilder's agents and contractors. Developer's and Homebuilder's aforesaid reserved rights shall continue for so long as Developer or Homebuilder or any or their successors are engaged in the construction, sale or leasing of Lots or Dwelling Units on any portion of the Development Parcel.

(b) Until the time at which Developer and Homebuilder no longer own any Lots, no party other than Developer and Homebuilder or their assigns shall be permitted to place any signs on any Lot, Dwelling Unit, or any other area within the Development Parcel advertising of listing any Dwelling Unit or Lot For Sale or For Rent.

9.2 Developer's and Homebuilder's Easements: The Developer reserves unto itself and the Homebuilder a non-exclusive easement to, through, over, under and across the Development Parcel and all portions thereof for the purpose of exercising the rights reserved to the Developer and Homebuilder pursuant to this Declaration, and for the purpose of implementing the overall development of the Development Parcel, including, without limitation, the planning, construction, marketing, leasing, management and maintenance of improvements in any portion of the Development Parcel. Such easement shall continue for a period of ten (10) years from the date of this Declaration unless Developer and Homebuilder, by written notice to the Association, elects to terminate such rights prior to such date. All rights and easements in favor of the Owners created by this Declaration shall be subject and subordinate to the aforesaid development rights and easements of Developer and Homebuilder, whether or not inconvenience to any Owner shall result therefrom. The rights and easements reserved pursuant to this Article 9 shall inure to the benefit of the Developer, Homebuilder, and Declarant, their respective successors and assigns, including any successor to or assignee of the Developer's rights under this Declaration.

9.3 Right of Declarant and Developer to Make Dedications to Grant Utility Easements: As used in this Section 9.3, the term "utilities" means all public and private utility conduits, wires, ducts, pipes, cables, and other lines, and all associated equipment, which serve the Development Parcel, including, without limitation, those for the transmission and/or distribution of water, electricity, gas, telephone, sewage, drainage, and television and other electronic signals. Said term also includes all standpipes, hydrants, pumps, equipment vaults and other structures and facilities for the provision of fire protection services.

Declarant and Developer hereby reserve the following rights and easements:

(a) to dedicate streets and street lights, walks, malls, parkways, parkland drives, open space and water rights to any governmental authority and to make such other dedications as may be required to implement the ordinances of any governmental authority from time to time applicable to the Development Parcel and to the public improvements therein;

(b) to dedicate space in the Development Parcel or any portion thereof to any public or quasi-public utility or to any governmental authority for the location of utilities serving an portion of the Development Parcel;

(c) to reserve or grant easements in, over, under, to and across the Development Parcel or any portion thereof for ingress and egress to, and for installation, construction and maintenance of, any of all of the utilities; and

(d) to record plats of subdivision and resubdivision of portions of the Development Parcel.

Any rights hereby reserved to the Developer and Declarant may be assigned and transferred by the Declarant and Developer to any successor developer or to the Association by an instrument in writing, executed by the Declarant and Developer and recorded in the office of the Recorder of Deeds in which the Development Parcel is located, following which the rights so assigned and transferred shall be exercised by such successor developer or the Association as the case may be. All rights shall be mortgageable and may be exercised by the holder of any mortgage from the Developer encumbering the Development Parcel which succeeds to the interest of the Developer by foreclosure or deed in lieu of foreclosure by any assignee of such holder. Until Developer's rights under Article 9 hereof are terminated, Developer shall have the right to tap into all utilities for the purpose of exercising all such rights.

9.4 Contracts: The Declarant shall have the right to enter into contracts on behalf of the Association prior to the date of the initial meeting of Members.

## ARTICLE 10

### Eligible Mortgagees' Rights

10.1 Notice to Eligible Mortgagees: Each Owner shall notify the Association of the name and address of his Eligible Mortgagee, and the Association shall maintain a record of such information with respect to all Lots. Each Eligible Mortgagee, upon prior written request, shall have the right to examine the books and records of the Association at the place where such books and records are maintained at any reasonable time upon prior written request. Upon the specific written request of an Eligible Mortgagee to the Board, the Eligible Mortgagee shall receive notice of any default in payment of assessments by the Owner of the Lot which is subject to the Eligible Mortgagee's mortgage when such default is not cured by the Owner within sixty (60) days after the giving of notice by the Association to the Owner of the existence of the default.

10.2 Inspection of Books: The Association must maintain current copies of the Declaration, By-Laws, Rules, books, records, and financial statements. The Association will permit any Eligible Mortgagee, Eligible Insurer or other first mortgagees of Lots to inspect the books and records of the Association during normal business hours.

10.3 Attendance at Meetings: Any representative of an Eligible Mortgagee or Eligible Insurer may attend any meeting which a Unit Owner may attend.

## ARTICLE 11

### General

11.1 Amendment by Declarant and Board: Prior to the initial meeting of voting members, the Declarant (with Developer's written consent), and after the initial meeting of voting members, the Board shall have the right to change or modify this Declaration. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant and/or the Board, as the case may be, to make any change or modifications as authorized hereunder on behalf of each Owner as attorney-in-fact for such Owner. Each deed, mortgage, trust deed, or other evidence obligation affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgement of and a covenant and reservation of the power of the Declarant as aforesaid. Such amendment shall become effective upon recording in the office of the Recorder of Deeds for the County in which the Development Parcel is located.

11.2 Severability: Invalidation of all or any portion of any of the covenants, restrictions, easements, conditions, reservations, liens and charges imposed by this Declaration by legislation, judgment or court order shall in no way affect any other provisions of this Declaration; all of which shall remain in full force and effect.

11.3 Amendment By Owners: The provisions of this Declaration may be amended by an instrument executed and acknowledged by the Board and approved by the Owners of not less than seventy-five percent (75%) of the Lots which are subject to the provisions of this Declaration and containing an affidavit by an officer of the Board certifying that a copy of the amendment has been mailed by certified mail to all mortgagees having bona-fide liens of record against any Lot no less than five (5) days prior to the date of such affidavit. No amendment shall be effective unless recorded in the office of the Recorder of Deeds of the County in which the Development Parcel is located. Those provisions of this Declaration relating to the rights, privileges or obligations of the declarant or the Developer may only be amended upon the prior written consent of the Declarant and Developer. This Declaration may be amended by the Declarant or Developer in any manner prior to the conveyance by Declarant or Developer of any Lot to any other Owner.

11.4 Enforcement: Enforcement by the Association or any Owner of the covenants and restrictions contained in this Declaration shall be had by any proceeding at law or in equity against any person or persons violating or attempting to violate any such covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; failure by the Association or any Owner to enforce any covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter.

11.5 Notices: Any notice required to be sent to any Member of the Association or to an Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of such Member or Owner as it appears on the records of the Association at the time of such mailing.

11.6 Title holding Land Trust: In the event title to any Lot is conveyed to a title holding trust, under the terms of which all power of management, operation and control of such Lot remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants, and undertakings chargeable or created under this Declaration against such Lot. No claim shall be made against any such title holding trustee personally for payment of any lien or obligations hereunder created, and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon such Lot and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Lot.

11.7 Duration: The covenants, restrictions, conditions, reservations, liens, and charges imposed or established by or created under this Declaration shall run with and bind the land for a period of forty (40) years from the date of the recording of this Declaration and may be enforced by the Association or any Owner through any proceeding in law or in equity. Failure by the Association or any Owner to so enforce shall in no event be deemed a waiver of the right to do so thereafter. After the expiration of said forty (40) year period, all of such covenants, restrictions, conditions, reservations, liens and charges shall continue to run with and bind the land for successive periods of ten (10) years each unless revoked, changed, or amended in whole or in part, by an instrument in writing which is executed by the Owners of not less than two-thirds (2/3rds) of the Lots and recorded in the office of the Recorder of Deeds for the County in which the Development Parcel is located. The legal status of the Association shall not be terminated without the affirmative vote of not less than sixty-seven percent (67%) of the holders of Eligible Mortgage on the Lots.

11.8 Captions: The Article and Section headings herein are intended for convenience only and shall not be construed with any substantive effect in this Declaration.

IN WITNESS WHEREOF, the Declarant hereto has caused these presents to be signed by its authorized member as of the day and year first above written.

\_\_\_\_\_, LLC., an Illinois limited liability company

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF ILLINOIS            )  
  )  
COUNTY OF \_\_\_\_\_ )

I HEREBY CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 2017, before me personally appeared Matthew G. Dill, Manager of \_\_\_\_\_, an Illinois limited liability company, to me known to be the same person who signed the foregoing instrument as his free act and deed as such officer for the use and purpose therein mentioned, and that the said instrument is the act and deed of said company.

Subscribed and sworn before me the \_\_\_\_ day of \_\_\_\_\_ 2017.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION**

**EXHIBIT B**

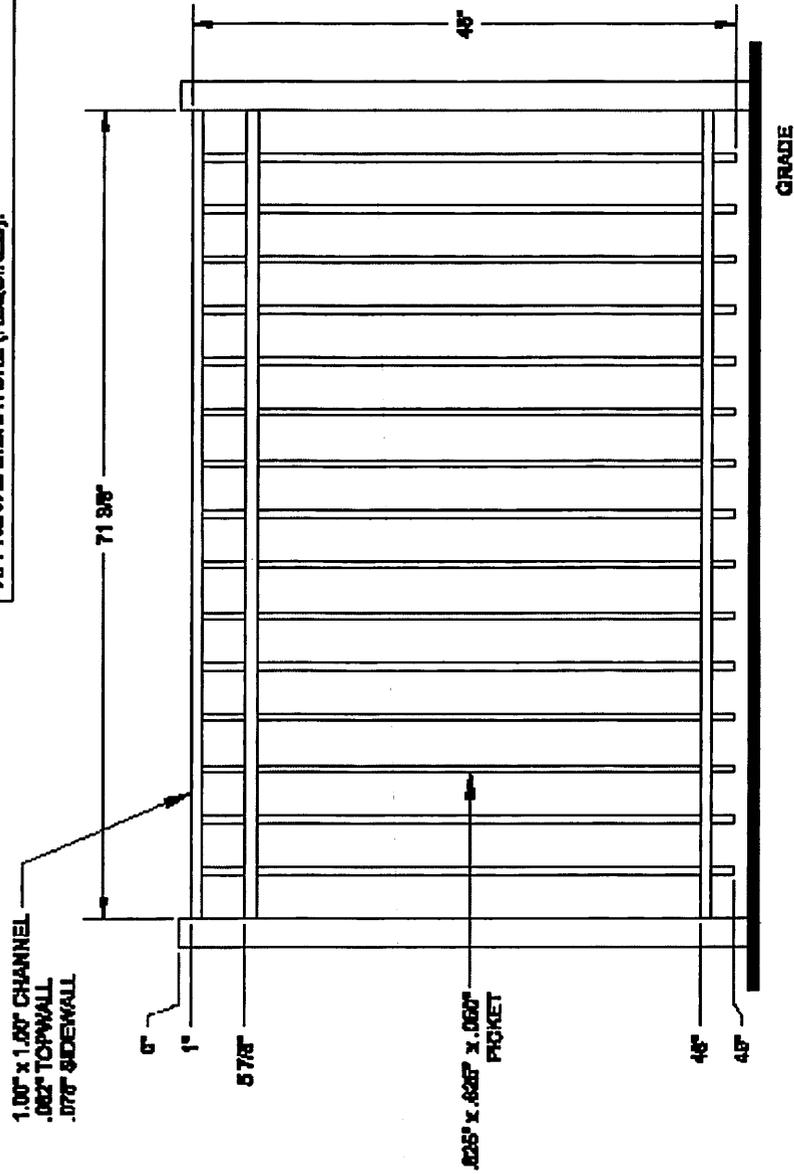
**EXHIBIT C**  
**PERMITTED FENCE EXHIBIT**



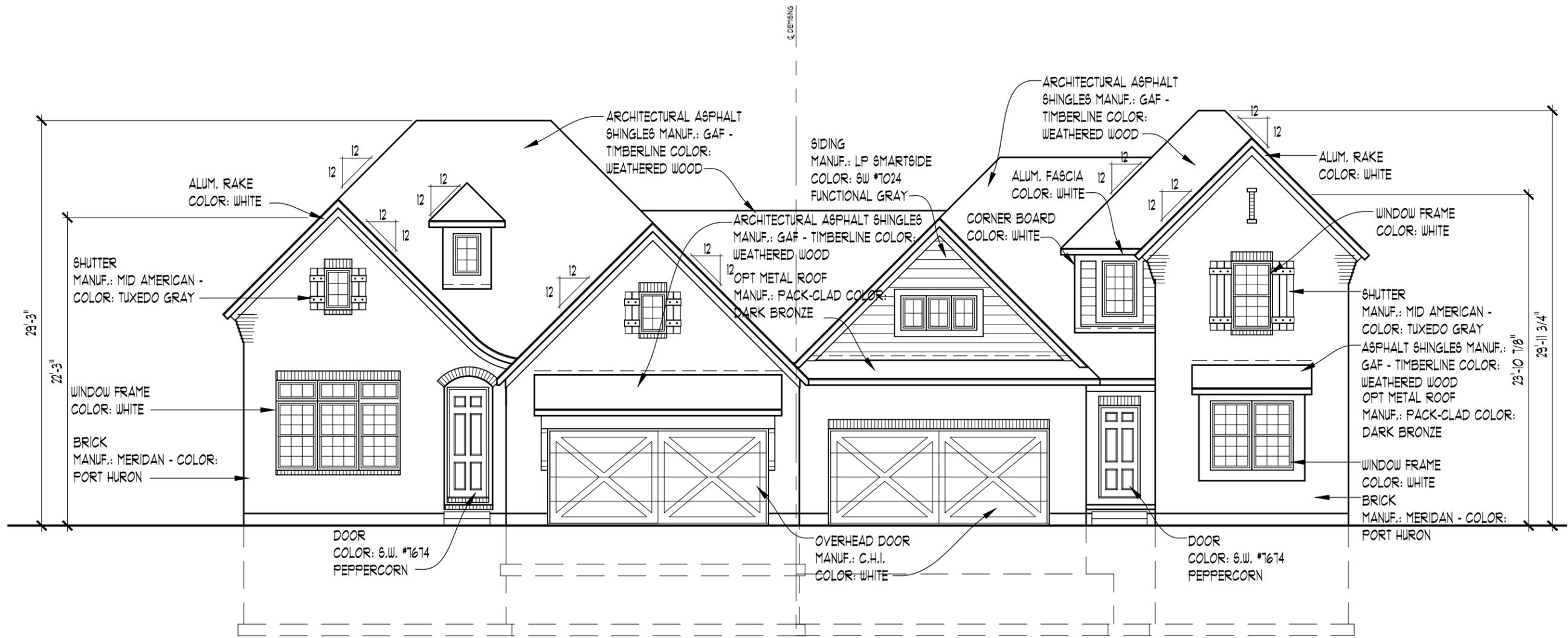
71.376" PANEL ASCOT  
3-CH 48" RESIDENTIAL

ALLIUM-GUARD, INC.	DATE: 09/02/2013
PO/JOB NAME	SWING: PANEL
QUOTE NO: Q13090303	HINGE TYPE: --
COLOR: --	DAYLIGHT OPENING: --

APPROVAL SIGNATURE (REQUIRED):



13/09/2013 09:09 AM Project: Q13090303 LOWE, PROJECT 11/12/13 11:12 AM



# FRONT ELEVATION

SCALE: 1/8" = 1'-0"



**TK DESIGN & ASSOCIATES**

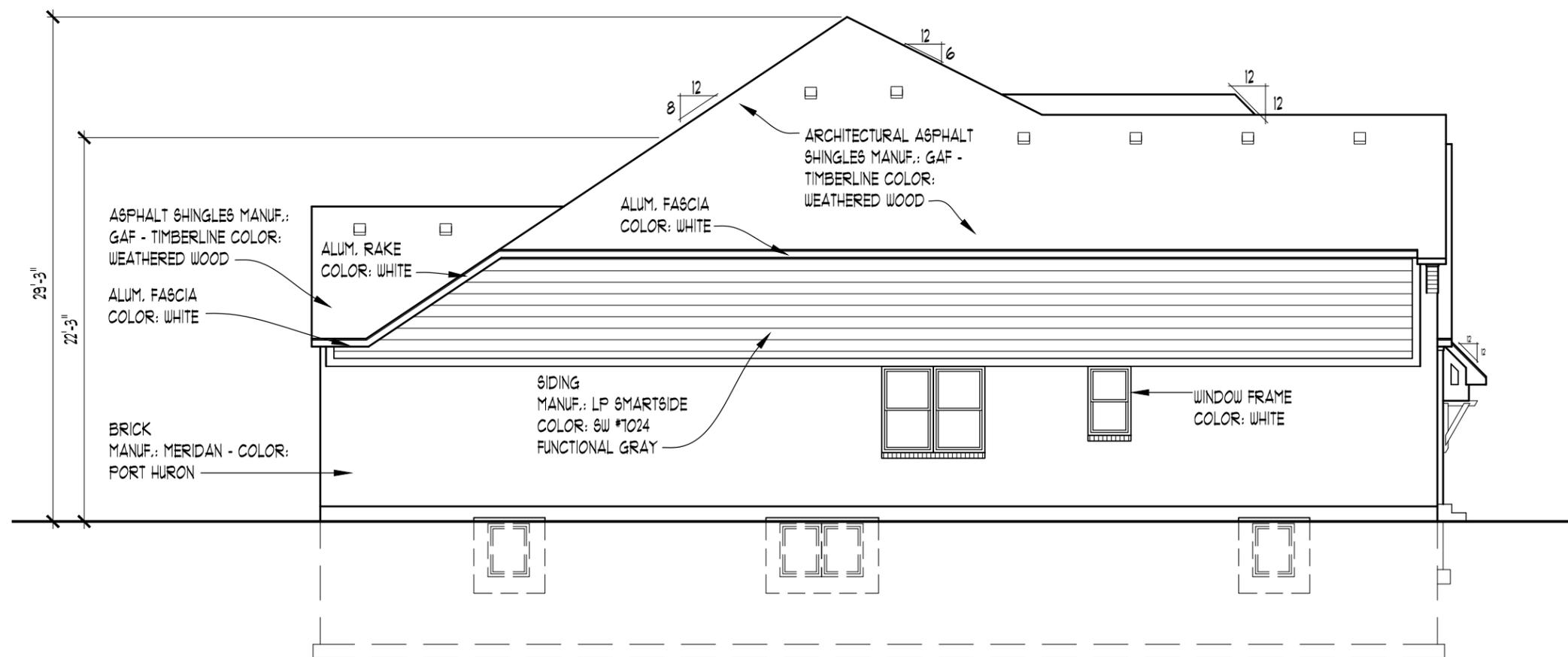
WWW.TKHOMEDSIGN.COM

26030 PONTIAC TRAIL  
SOUTH LYON, MI 48178  
PHONE: (248)-446-1960  
FAX: (248)-446-1961

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CONTRACTOR TO FIELD VERIFY ALL DRAWING ASPECTS BEFORE CONSTRUCTION. DISCREPANCIES AND DESIGN CHANGES SHALL BE REPORTED TO THE DESIGNER IN WRITTEN FORM IMMEDIATELY.  
CALL MISS DIG AT 688-482-7271 3 DAYS PRIOR TO ANY EXCAVATION.  
CONSTRUCTION IS THE SOLE RESPONSIBILITY OF THE PERMIT HOLDER.

CLIENT / PROJECT

**BEECHEN AND DILL  
LEMONT DUPLEX**



# LEFT ELEVATION

SCALE: 1/8" = 1'-0"



**TK DESIGN  
&  
ASSOCIATES**

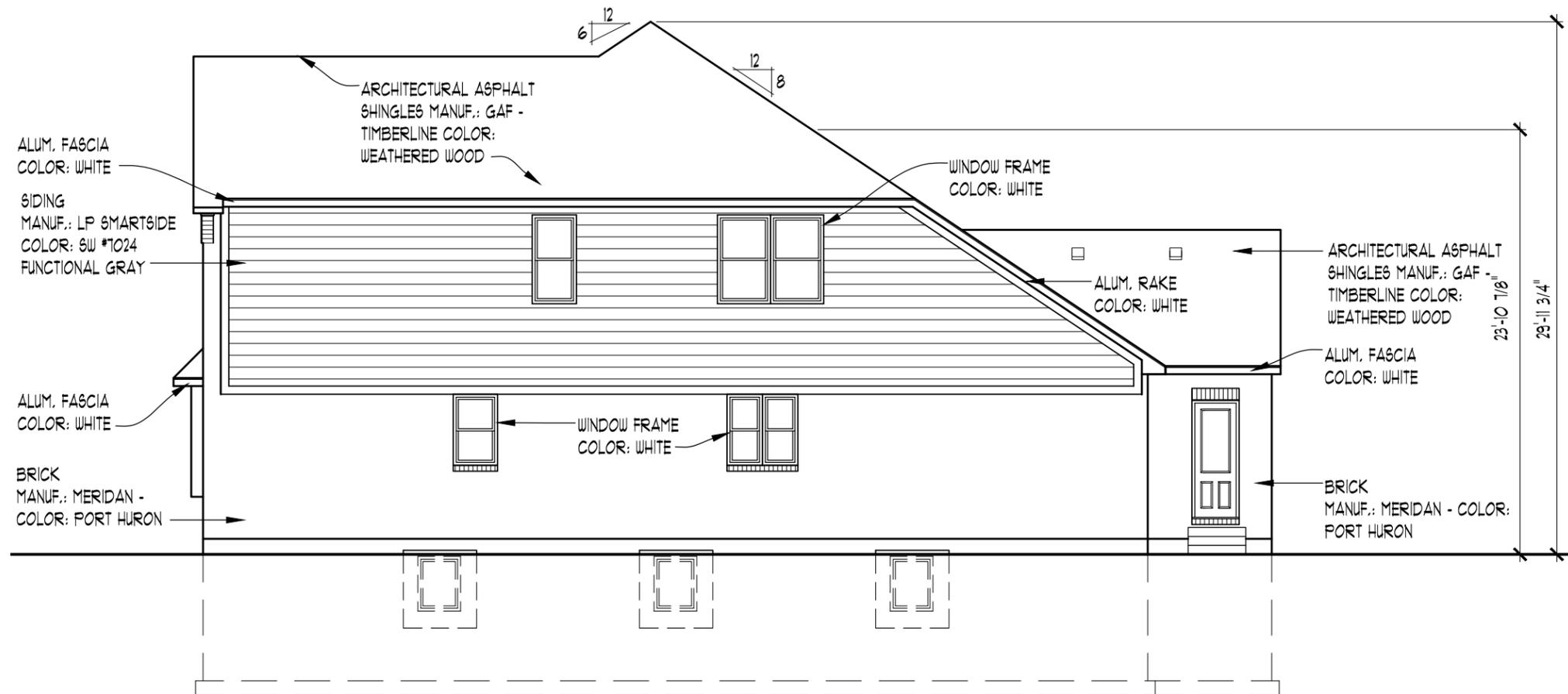
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CLIENT / PROJECT

BEECHEN AND DILL  
LEMONT DUPLEX



# RIGHT ELEVATION

SCALE: 1/8" = 1'-0"



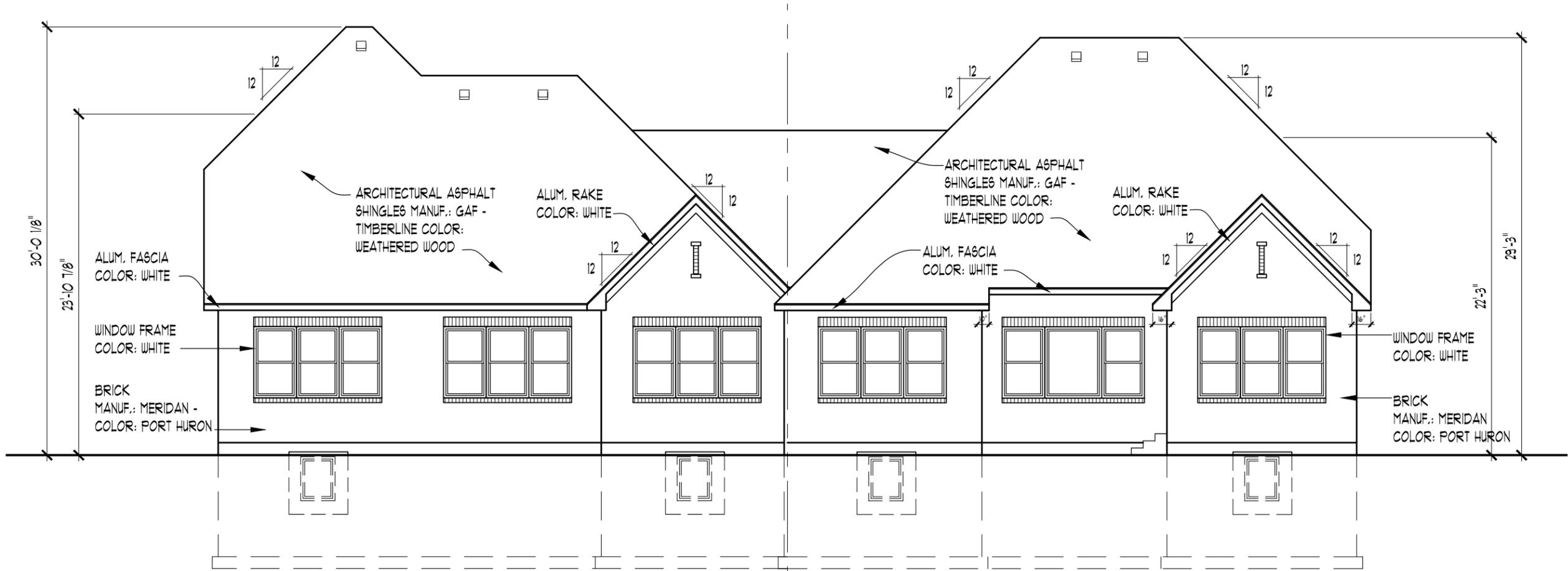
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CLIENT / PROJECT

**BEECHEN AND DILL  
LEMONT DUPLEX**



# REAR ELEVATION

SCALE: 1/8" = 1'-0"



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&  
ASSOCIATES**

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**CLIENT / PROJECT**

**BEECHEN AND DILL  
 LEMONT DUPLEX**





**LEGAL DESCRIPTION**

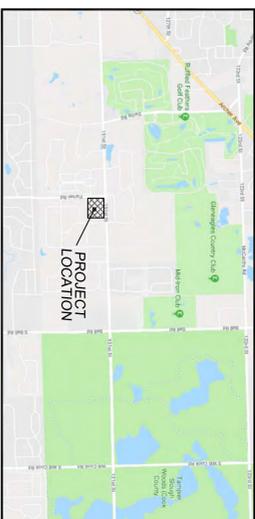
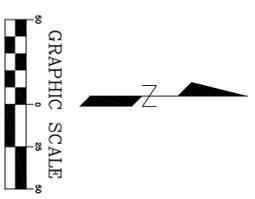
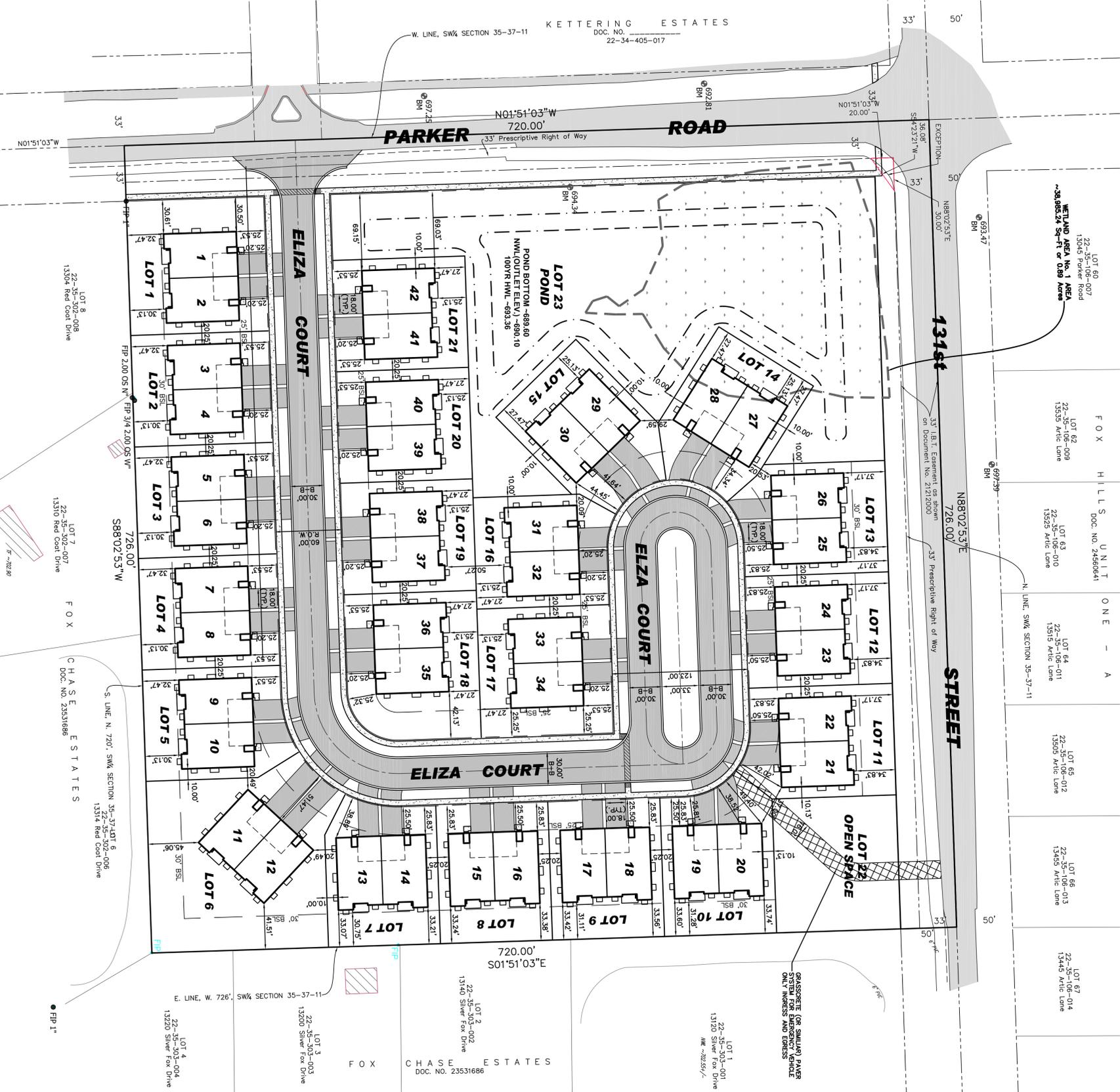
THE NORTH 720 FEET OF THE WEST 726 FEET OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPT THAT PART DESCRIBED AS FOLLOWS: THOSE PARTS OF THE WEST 1/2 OF THE NORTH 720 FEET OF THE WEST 726 FEET OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF 66 FOOT PARKER ROAD, THENCE EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE 30 FEET, THENCE SOUTHWESTERLY TO A POINT ON SAID SOUTHERLY RIGHT OF WAY LINE THAT IS 20 FEET SOUTH OF THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PRELIMINARY P.U.D. PLAN  
FOR  
**WILLOW POINTE**  
LEMONT, ILLINOIS

**PARCEL IDENTIFICATION NUMBER**  
22-35-300-002-0000

**SITE DATA**  
AREA: 522,421 SQUARE FEET OR 11,993 ACRES

**BASIS OF BEARING**  
THE BASIS OF BEARINGS IS THE ILLINOIS STATE PLANE SYSTEM - EAST ZONE

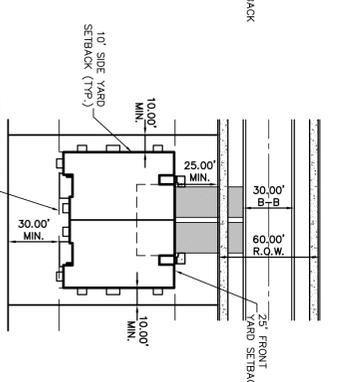
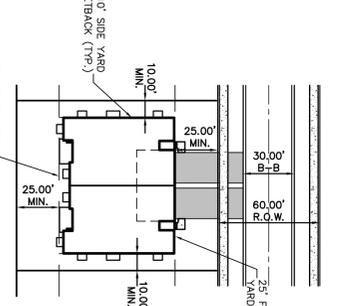


**SUMMARY TABLE OF LOT SIZES**

LOT	SQ.FT.	AC.	LOT	SQ.FT.	AC.
1	14,843	0.34	13	12,839	0.29
2	12,331	0.28	14	12,553	0.29
3	12,331	0.28	15	12,989	0.30
4	12,331	0.28	16	11,772	0.27
5	12,486	0.29	17	13,613	0.31
6	12,486	0.29	18	11,830	0.27
7	12,486	0.29	19	11,830	0.27
8	12,446	0.29	20	11,830	0.27
9	12,446	0.29	21	11,815	0.27
10	13,077	0.30	22	13,376	0.31
11	12,976	0.30	23	80,908	1.86
12	12,831	0.29	24	80,908	1.86
			ROW*	752,921	17.40
			* SUBDIVISION STREET ROW		
				13,366 SF	

**ZONING REQUIREMENTS**

ZONING: MULTIFAMILY UNITS: MULTIFAMILY LOTS:	REQUIRED	PROPOSED
R5	25'	25'
R4	30'	30' EXTERIOR & 25' INTERIOR
R2	25'	25'
21	15'	0'
	15'	0'
	300'	1,062'
	10,000 SF	12,000 SF
	80'	100'
	3,000 SF	6,000 SF
	65%	38.91%



**REVISIONS**

NO.	DATE	DESCRIPTION	BY
1	01-18	PER. OFFICE REV., CLIENT & ATTORNEY	SDS

TETON DEVELOPMENT, LLC  
7512 COUNTY LINE ROAD  
BURR RIDGE, IL 60527  
(630) 920-9430

CONCEPT PLAN/UTILITY OVERLAY  
FOR  
WILLOW POINTE  
MULTI-FAMILY DUPLEX UNITS  
LEMONT, ILLINOIS

**DESIGNTEK ENGINEERING, INC.**  
CONSULTING AND SITE DESIGN ENGINEERS  
9930 W. 190TH STREET, SUITE L  
MOKENA, ILLINOIS 60448  
(708) 326-4961  
IL PROF. LIC. NO.: 184-003740

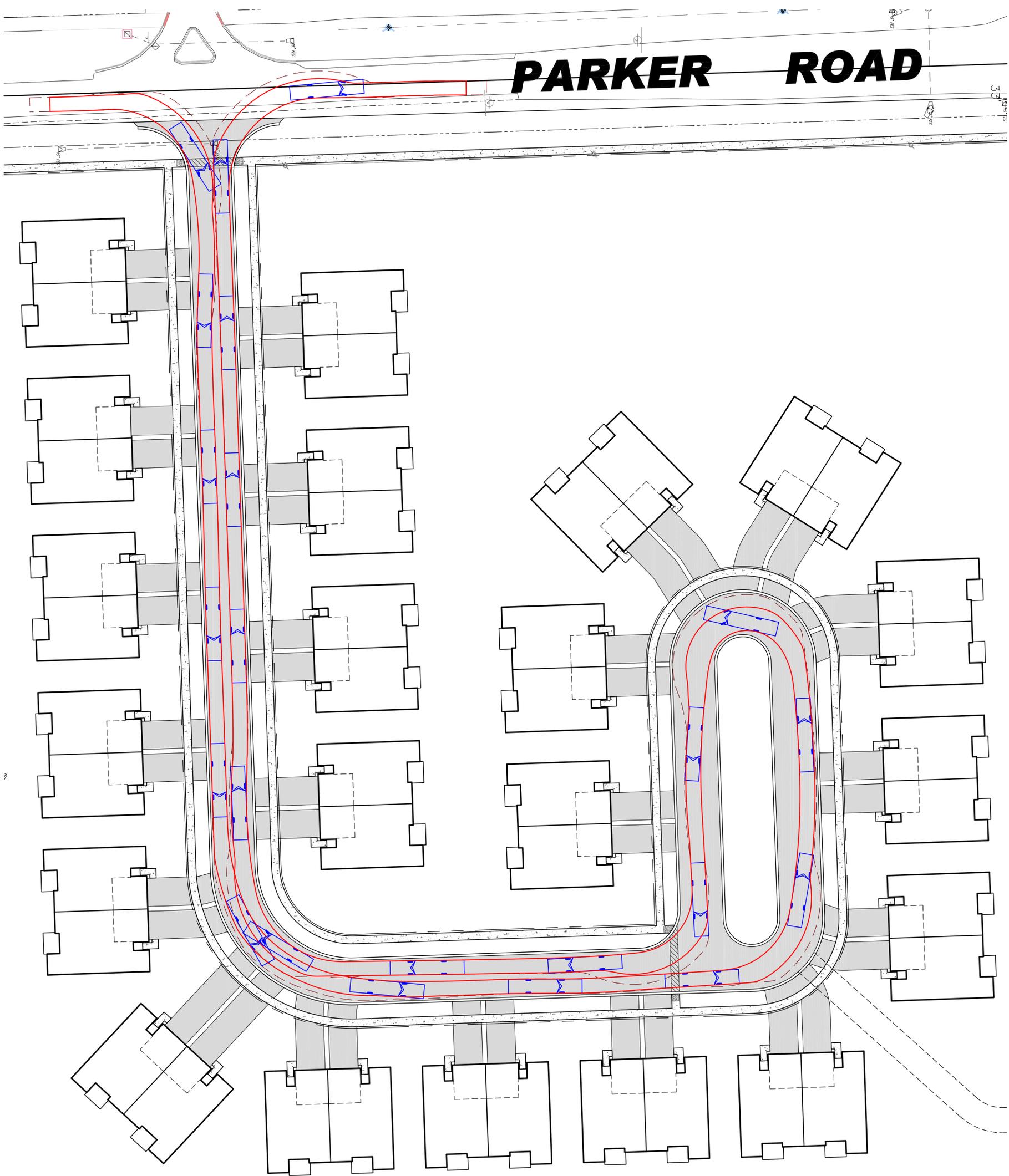


**PROJECT INFORMATION**  
Project No.: 17-0051  
Scale: 1" = 50'  
Date: 01-23-18  
Design By: SDS  
Drawn By: DEI  
Checked By: SDS

1 OF 1







# PARKER ROAD

**LEGEND**

FRONT OVERHANG: — — — — —

WHEELBASE: — — — — —

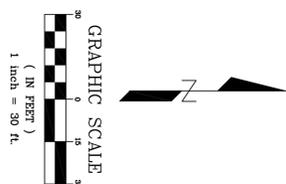
**VEHICLE DATA**

WHEELBASE: 21.25 FEET

TRACK WIDTH: 9 FEET

CURB TO CURB TURNING RADIUS: 37.14 FEET

FIRE TRUCK AS PROVIDED BY VILLAGE OF LEMONT



 <b>DESIGNTEK ENGINEERING, INC.</b> <small>CONSULTING AND SITE DESIGN ENGINEERS</small> 9930 W. 190TH STREET, SUITE L MOKENA, ILLINOIS 60448 (708) 326-4961 IL Prof. Lic. No.: 184-003740	<b>AUTO-TURN EXHIBIT FOR WILLOW POINTE MULTI-FAMILY DUPLEX UNITS LEMONT, ILLINOIS</b>	<b>TETON DEVELOPMENT, LLC</b> 7512 COUNTY LINE ROAD BURR RIDGE, IL 60527 (630) 920-9430	<b>REVISIONS</b> NO. DATE DESCRIPTION BY																																
	PROJECT INFORMATION Project No.: 17-0051 Scale: 1" = 30' Date: 01-08-18 Design By: SDS Drawn By: AUS Checked By: SDS			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td> </td><td> </td><td> </td><td> </td></tr> </table>																															







Southeast corner of 131st Street and Parker Road - Lemont, Illinois

TREE SURVEY			
completed by JGS Landscape			
Tree No.	Species	Size	Condition
39	elm	24	avg
40	ash	12,18	avg
41	ash	8	avg
42	osage orange	12	poor
43	cherry	12,8,12	avg
44	elm	36	poor
45	cherry	12	poor
46	cherry	24	poor
47	poplar	24	poor
48	cherry	24	poor
49	cherry	12	poor
50	cherry	12	poor
51	maple	24	good
52	maple	18	good
53	maple	12	good
54	maple	24	good
55	maple	12	good
56	maple	24	good
57	maple	12	good
58	maple	18	good
59	poplar	36	poor
60	maple	12	avg
61	poplar	28	avg
62	elm	12,12	poor
63	poplar	24	poor
64	maple	30	avg
65	ash	12	poor
66	elm	24	poor
67	boxelder	36	avg
68	boxelder	12	avg
69	elm	12,24	poor
70	elm	24,24	poor
71	elm	24	poor
72	elm	24	poor
73	elm	36	poor
74	elm	24	poor
75	poplar	24	poor
76	cherry	18	poor
77	elm	18	poor
78	elm	24	poor
79	elm	24	poor
80	elm	48	avg
81	elm	18	poor
82	elm	12	poor
83	elm	12	poor
84	elm	12	poor
85	elm	12	poor
86	elm	12	poor
87	elm	18	poor
88	poplar	36	avg
89	elm	18,18,18	poor
90	boxelder	12	poor
91	cherry	8	poor
92	poplar	18	poor
93	ash	12	poor
94	boxelder	18	poor
95	boxelder	24	poor
96	maple	12	avg
97	boxelder	8	poor
98	boxelder	24	poor
99	boxelder	24	poor
100	maple	24	avg
101	cherry	12	poor
102	boxelder	18	poor
103	boxelder	30	poor
104	poplar	24	poor
105	boxelder	12	poor
106	juniper	12	good
107	poplar	18	poor
108	boxelder	18	poor
109	poplar	42	good
110	boxelder	12	avg
111	boxelder	12	poor
112	boxelder	12	poor
113	cottonwood	9	poor
114	boxelder	12	poor

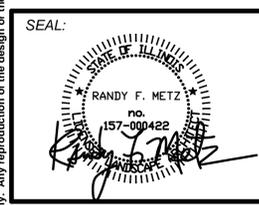
Note: Size is trunk diameter at 5 feet above grade

**LEGEND**  
 TREES TO BE REMOVE  
 TREES TAG NUMBER



REVISIONS

**WILLOW POINTE  
LEMONT**



**METZ & COMPANY**  
 LANDSCAPE ARCHITECTURE/SITE PLANNING

826 East Maple Street  
 Lombard, Illinois 60148  
 PH: 630.561.3903  
 Email: metz\_landarch@comcast.net

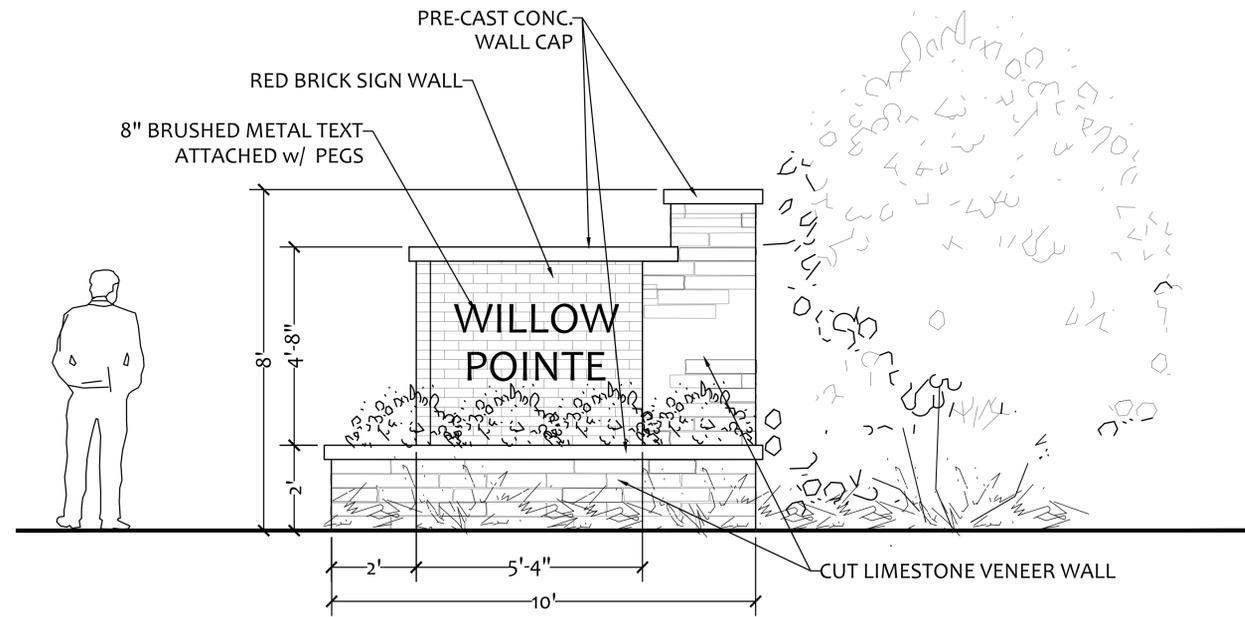
TITLE  
**TREE  
 PRESERVATION &  
 REMOVAL PLAN**

PROJECT NO.:  
 17-066

DATE: 01-24-18  
 SCALE: 1"=40'

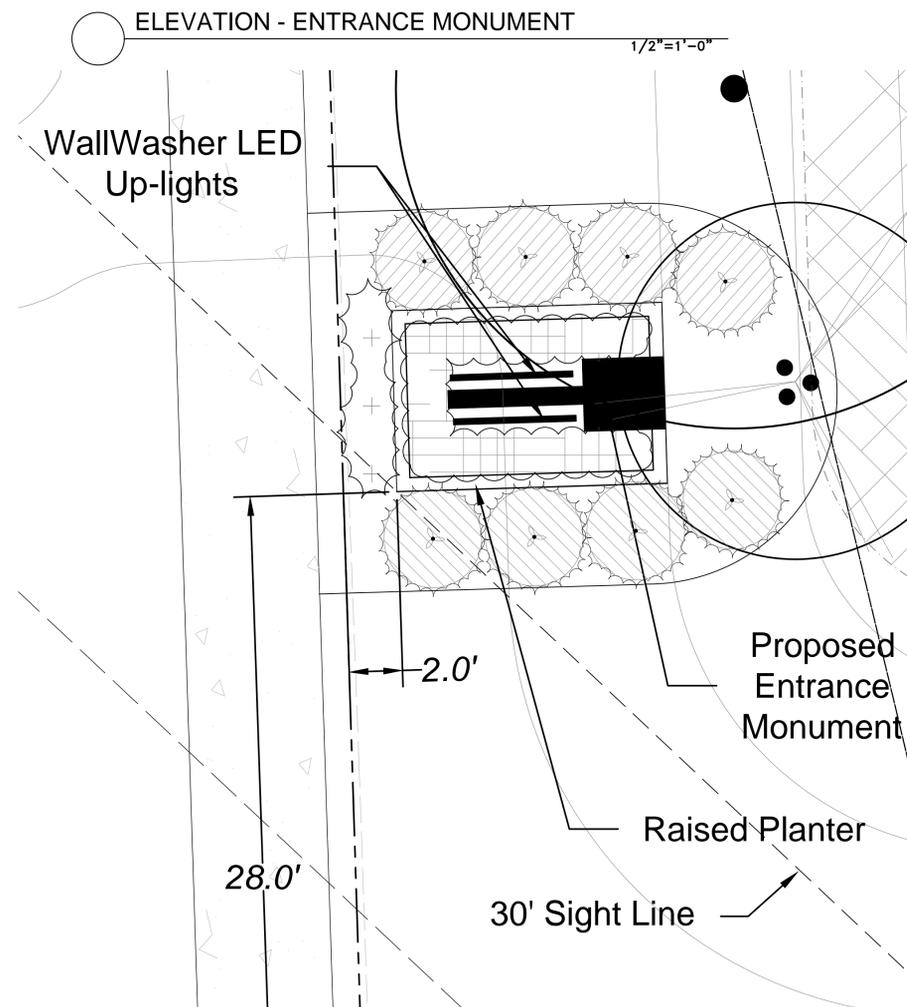
SHEET  
**TP-1**

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ELEVATION - ENTRANCE MONUMENT

1/2" = 1'-0"

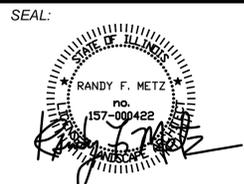


PLAN VIEW - ENTRANCE MONUMENT

1" = 5'-0"

REVISIONS	

**WILLOW POINTE  
LEMONT**



**METZ & COMPANY**  
LANDSCAPE ARCHITECTURE/SITE PLANNING

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Lombard, Illinois 60148  
PH: 630.561.3903  
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TITLE  
**ENTRANCE  
MONUMENT**

PROJECT NO.:  
**17-066**

DATE: **01-24-18**

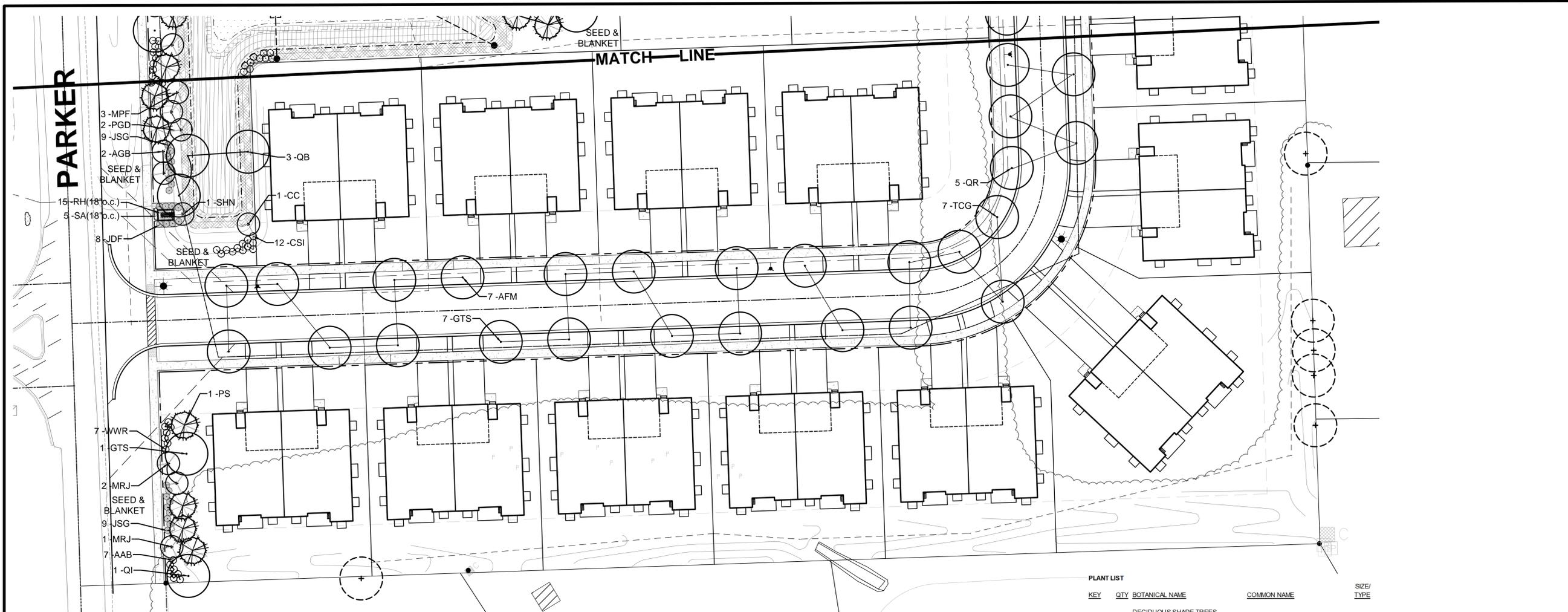
SCALE: **as noted**

SHEET  
**L-4**

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**LANDSCAPE MAINTENANCE**

- A. Maintenance. The owner, tenant, and their agent, if any, shall be jointly and severally responsible for the maintenance of all landscaping required by this ordinance or preserved under the provisions of this ordinance in good condition so as to present a healthy, neat, and orderly appearance. Specifically:
- All plant growth in landscaped areas shall be controlled by pruning, trimming, or other suitable methods so that plant materials do not interfere with public utilities, restrict pedestrian or vehicular access, or otherwise constitute a traffic hazard; and
  - All planted areas shall be maintained in a relatively weed-free condition and clear of undergrowth; and
  - All trees, shrubs, ground covers, and other plant materials must be replaced if they die or become unhealthy because of accidents, drainage problems, disease, or other causes.

**PLANT CALCULATIONS: OPEN SPACE**  
 42 Units x .025 = 10.5 Plant Units  
**Canopy Trees: 0.5 x 10.5 = 2.75 or 6 Trees**  
**Evergreen Trees: 1 x 10.5 = 5.5 or 11 Trees**  
**Understory/Ornamental Trees: 1.5 x 10.5 = 8.25 or 16 Trees**  
**Shrubs: 6 x 10.5 = 63 Shrubs**

**PROVIDED - 6**  
**PROVIDED - 11**  
**PROVIDED - 16**  
**PROVIDED - 63**

**PLANT CALCULATIONS: PARKER ROAD - 670' - 60' = 610**  
 610 divided by 100 = 6.1  
**6.1 x 3 = 18.3 or 19 Plant Units**  
**Canopy Trees: 0.5 x 19 = 9.5 or 10 Trees**  
**Evergreen Trees: 1 x 19 = 19 Trees**  
**Understory/Ornamental Trees: 1.5 x 19 = 28.5 or 29 Trees**  
**Shrubs: 6 x 19 = 144 Shrubs**

**PROVIDED - 10**  
**PROVIDED - 19**  
**PROVIDED - 29**  
**PROVIDED - 144**

**PLANT CALCULATIONS: 131st STREET - 693**  
 693 divided by 100 = 6.9  
**6.9 x 3 = 20.73 or 21 Plant Units**  
**Canopy Trees: 0.5 x 21 = 10.5 or 11 Trees**  
**Evergreen Trees: 1 x 21 = 21 Trees**  
**Understory/Ornamental Trees: 1.5 x 21 = 31.5 or 32 Trees**  
**Shrubs: 6 x 21 = 126 Shrubs**

**PROVIDED - 11**  
**PROVIDED - 21**  
**PROVIDED - 32**  
**PROVIDED - 126**

**PLANT CALCULATIONS: PARKWAY TREES - 2,191 I.F.**  
 2191 divided by 40 = 54.7 or 55 Trees  
**2.5" Canopy Trees: 49**  
**8' Evergreen Trees: 3**  
**2.5" Understory/Ornamental Trees: 3**

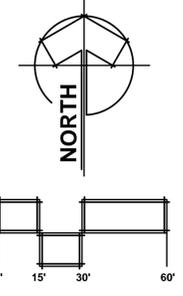
**PROVIDED - 55**

**GENERAL NOTES:**

- Plant material shall be nursery grown and be either balled and bur-lapped or container grown. Sizes and spreads on plant list represent minimum requirements.
- The requirements for measurement, branching and ball size shall conform to the latest addition of ANSI Z60.1, AMERICAN STANDARD OF NURSERY STOCK by the American Nursery & Landscape Association.
- Any materials with damaged or crooked/disfigured leaders, bark abrasion, sunscald, insect damage, etc. are not acceptable and will be rejected. Trees with multiple leaders will be rejected unless called for in the plant list as multi-stem or clump (cl.).
- If any mistakes, omissions, or discrepancies are found to exist with the work product, the Landscape Architect shall be promptly notified so that they have the opportunity to take any steps necessary to resolve the issue. Failure to notify the Landscape Architect and the Owner of such conditions shall absolve them from any responsibility for the consequences of such failure.
- Quantity lists are supplied as a convenience. However, Bidders and the Installing Contractor should verify all quantities. The drawings shall take precedence over the lists. Any discrepancies shall be reported to the Landscape Architect.
- Actions taken without the knowledge and consent of the Owner and the Landscape Architect or in contradiction to the Owner and the Landscape Architect's work product or recommendations, shall become the responsibility not of the Owner and the Landscape Architect, but for the parties responsible for the taking of such action.
- Civil Engineering or Architectural base information has been provided by others. The location of various site improvements on this set of drawings is only illustrative and should not be relied upon for construction purposes.
- Refer to Civil Engineering documents for detailed information regarding size, location, depth and type of utilities, as well as locations of other site improvements, other than landscape improvements.
- Plant symbols illustrated on this plan are a graphic representation of proposed plant material types and are intended to provide for visual clarity. However, the symbols do not necessarily represent actual plant spread at the time of installation.
- All plant species specified are subject to availability. Material shortages in the landscape industry may require substitutions. All substitutions must be approved by the Village, Landscape Architect and Owner.
- Contractor shall verify location of all underground utilities prior to digging. For location outside the City of Chicago call "J.U.L.I.E." (Joint Utility Location for Excavators) 1-800-892-0123.
- All perennial, ornamental grass, groundcover and annual beds shall be top dressed with a minimum of three inches (3") of mushroom compost. The top dressing shall be worked into the soil to a minimum depth of nine inches (9") by the use of a cultivating mechanism. Upon completion perennials & ornamental grasses shall be mulched with an additional two inch (2") layer of shredded wood mulch; Annuals & groundcovers shall be covered with an additional two inch (2") layer of mushroom compost.
- All other planting beds and tree saucers shall be mulched with a minimum of three inches (3") of shredded wood mulch.
- Planting beds adjacent to building shall be mulched in their entirety to the building foundation. Plant materials shall not be installed under building overhangs and other such areas which do not receive natural rainfall.
- All bed lines and tree saucers shall require a hand spaded edge between lawn and mulched areas.
- Grading shall provide slopes which are smooth and continuous. Positive drainage shall be provided in all areas.
- Sod shall be mineral base only.
- Turf grass seed mixes shall be applied mechanically so that the seed is incorporated into the top one-half inch (1/2") of the seed bed. The seed shall then be covered with the specified blanket (installed per manufacturer's specs) or Hydro-mulch.
- All plant material shall be guaranteed for one (1) year from the date of acceptance.
- PARKWAY TREES SHALL NOT BE PLANTED WITHIN 15' OF ANY TRAFFIC SIGN; 12' FROM A STREET LIGHT; 10' OF A FIRE HYDRANT; OR 10' OF A DRIVEWAY. CONTRACTOR SHALL MAKE FIELD ADJUSTMENTS AS NEEDED DURING INSTALLATION.**

**PLANT LIST**

KEY	QTY	BOTANICAL NAME	COMMON NAME	SIZE/TYPE
<b>DECIDUOUS SHADE TREES</b>				
AFM	7	Acer f. 'Marmo'	Marmo Freeman Maple	2.5"BB
ARR	3	Acer f. 'Frank Jr'	Redpointe Red Maple	2.5"BB
AS	4	Acer saccharum	Sugar Maple	2.5"BB
CS	2	Catalpa speciosa	Northern Catalpa	2.5"BB
CO	10	Celtis occidentalis	Hackberry	2.5"BB
GTS	15	Gleditsia tl. 'Skyline'	Skyline Honeylocust	2.5"BB
QB	5	Quercus bicolor	Swamp White Oak	2.5"BB
QI	2	Quercus imbricaria	Shingle Oak	2.5"BB
QBO	3	Quercus macrocarpa	Burr Oak	2.5"BB
QR	8	Quercus rubra	Red Oak	2.5"BB
TD	3	Taxodium distichum	Bald Cypress	2.5"BB
TCG	7	Tilia c. 'Glenleven'	Glenleven Littleleaf Linden	2.5"BB
UF	7	Ulmus 'Frontier'	Frontier Elm	2.5"BB
<b>EVERGREEN TREES</b>				
PA	8	Picea abies	Norway Spruce	8'BB
PCD	16	Picea g. 'Densata'	Black Hills Spruce	8'BB
PP	12	Picea pungens	Colorado Green Spruce	8'BB
PS	2	Pinus strobus	Eastern White Pine	8'BB
PM	13	Pseudotsuga menziesii	Douglas Fir	8'BB
<b>DECIDUOUS ORNAMENTAL TREES</b>				
AR	9	Alnus rugosa	Speckled Alder	#15
AGE	12	Amelanchier g. 'Autumn Brilliance'	Autumn Brilliance Serviceberry	6'BBcl.
BN	3	Betula nigra	River Birch	6'BBcl.
CAH	3	Carpinus americana	American Hornbeam	6'BBcl.
CC	4	Cercis canadensis	Red Bud	6'BBcl.
CCI	18	Crataegus c. inermis	Thornless Cockspur Hawthorn	6'BBcl.
MDW	6	Malus 'Donald Wyman'	Donald Wyman Crabapple	6'BBcl.
MRJ	8	Malus 'Red Jewel'	Red Jewel Crabapple	6'BBcl.
MPF	6	Malus 'Prairie Fire'	Prairie Fire Crabapple	6'BBcl.
SHN	1	Salix l. 'H. Nishiki'	Hakura Nishiki Willow	#15
SIS	6	Syringa r. 'Ivory Silk'	Ivory Silk Japanese Tree Lilac	6'BBcl.
SIS	3	Syringa r. 'Ivory Silk'	Ivory Silk Japanese Tree Lilac	2.5"BB
<b>DECIDUOUS SHRUBS &amp; SHRUB ROSES</b>				
AAB	37	Aronia a. 'Brilliantissima'	Red Chokeberry	#5
CSI	51	Cornus s. 'Insanti'	Redosier Dogwood	#5
CR	49	Cornus racemosa	Grey Dogwood	3'BB
CL	42	Cotoneaster lucidus	Peking Cotoneaster	30"BB
PSW	16	Physocarpus o. 'Seward'	Summer Wine Ninebark	#5
VJ	29	Viburnum dentatum	Arrowwood Viburnum	3'BB
WWR	22	Weigela f. 'Alexandra'	Wine & Roses Weigela	#5
<b>EVERGREEN SHRUBS</b>				
JDF	8	Juniperus c. 'Daub's Frosted'	Daub's Frosted Juniper	#5
JSG	56	Juniperus c. 'Sea Green'	Sea Green Juniper	#5
<b>ORNAMENTAL GRASS &amp; PERENNIALS</b>				
SA	5	Sesleria autumnalis	Autumn Moor Grass	#1
RH	15	Ruellia humilis	Wild Petunia	#1
<b>PLANT LIST SUB-TOTAL</b>				
<b>MATERIAL &amp; LABOR LIST:</b>				
QTY	ITEM	DESCRIPTION		
8,175 SY	Seed w/ Straw Blanket	Kentucky Bluegrass Blend w/Perennial Ryegrass		
	Exterior Pkwy. & Open Space Only	S75 by North American Green (or equal)		
72 CY	Mulch	Shredded Hardwood Bark		



**REVISIONS**


**WILLOW POINTE LEMONT**

**SEAL:**

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 Lombard, Illinois 60148  
 PH: 630.561.3903  
 Email: metz\_landarch@comcast.net

**TITLE**  
**LANDSCAPE PLAN**

**PROJECT NO.:**  
 17-066

**DATE:** 01-24-18

**SCALE:** 1"=30'

**SHEET**  
 L-1

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PHONE: (708) 326-4961  
FAX: (708) 326-4962

# **PRELIMINARY STORMWATER MANAGEMENT REPORT**

**FOR**

**WILLOW POINTE  
LEMONT, ILLINOIS**

**Prepared For:  
Beechen and Dill  
7512 County Line Road  
Burr Ridge, Illinois 60527  
(630) 920-9430**

**January 23, 2018**

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**Stormwater Analysis/Detention:**

**Runoff Curve Number Determination Tables**

**Time of Concentration Worksheet**

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**Proposed Stage Storage Tables**

**TR20 Analysis of Onsite Areas Only**

**TR20 Input**

**TR20 Output**

**Volume Control BMP Requirement Calculations**

## SUMMARY

---

Willow Pointe is an approximately 10.4 acre multi-family (duplex) development, located at the south east corner of 131<sup>st</sup> Street and Parker Road in Lemont, Illinois. The entire 10.4 acres will be tributary to the storm water facility. There is one large storm water management facility proposed for this parcel.

A wetland delineation was completed by Gary Weber and Associates, and a low quality wetland area that is 38,985.24 square feet (0.89 acres) exist near the north western corner of the property. It is our client's intention to mitigate this wetland at an offsite wetland bank.

FIRM maps indicate that no regulatory floodplain exists on this parcel.

The storm water management facility is being proposed to be constructed with a bottom elevation that will allow discharge to the existing adjacent swale and culvert along Parker Road near the intersection with 131<sup>st</sup> Street.

VCBMP's are being proposed in the form of a wetland bottom located within the proposed storm water facility. The VCBMP volume will be provided between elevations 689.60 and 690.10, and will provide 0.404 Ac-Ft of storage. This volume requirement is based on 4.33 acres of new impervious surfaces. Storm water detention calculations were prepared based on the WMO. No CN adjustments were considered at this time. The CN was determined to be 85.0.

Attached within the report are CN and Time of Concentration calculations. CN calculations were based on all lots being constructed as shown on the preliminary plat and engineering plans and all impervious areas were considered. In addition, the pond bottom was assumed to be impervious.

The total tributary area that was used for the storm water analysis was based on the total onsite area that would create runoff that would drain to the pond. The total onsite area tributary to the facility has been estimated at 10.40 acres. The required volume of storage needed based on the attached TR20 analysis has been calculated at 3.39 Ac-Ft. This volume requirement is met at elevation 693.36. The proposed volume being provided at weir elevation 693.60 is 3.67 Ac-Ft.

One hundred year discharge rates based on 0.15 cfs/acre have been met by the proposed 5.40 inch restrictor plate with a coefficient estimated to be 0.61. The peak allowable 100-year storm discharge is 1.56 cfs. The proposed restrictor will control flow such that the peak 100-year discharge has been estimated at 1.53 cfs. This restrictor will be constructed with a drilled hole within a plate and will be bolted to the manhole wall.

## Worksheet 2: Runoff Curve Number

### Willow Pointe Basin

Project: Fox Meadows By: sds Date: 1/3/2017

Location: Lemont, IL Chkd: sds Date: 1/3/2017

Conditions (i.e. Present / Developed): Proposed

#### Runoff Curve Number (CN)

Soil Name and Hydrologic Group (Appendix A)	Cover Description (cover type, treatment, and hydrologic condition; percent impervious; unconnected/connected impervious area ratio)	CN*			Area <input checked="" type="checkbox"/> acres <input type="checkbox"/> mi <sup>2</sup> <input type="checkbox"/> %	Product of CN x Area
		Table 2-2	Fig. 2-3	Fig. 2-4		
C	Pervious - Lots, ROW, & SW Areas	74			5.516	408.216
C	Impervious, Lots and ROW	98			4.333	424.646
C	Detention Basin-NWL	99			0.548	54.259
<b>Totals =</b>					<b>10.398</b>	<b>887.122</b>

\* Use only one CN source per line.

$$\text{CN (weighted)} = \frac{\text{total product}}{\text{total area}} = \frac{887.12}{10.3976} = \underline{85.3} \quad ; \quad \text{use CN} = \boxed{85}$$

## Time of Concentration (T<sub>c</sub>) or Travel Time (T<sub>t</sub>) Worksheet

Project: Willow Pointe By: SDS Date: 1/3/2017

Location: 131st and Parker Road Chkd: SDS Date: 1/3/2017

Conditions (i.e. Present / Developed): Onsite Area Tributary to Proposed Pond

NOTES: Space for as many as two segments per flow type can be used for each worksheet.  
Include a map, schematic, or description of flow segments.

### Sheet Flow: (Applicable to T<sub>c</sub> only)

	Segment ID	AB		
1 Surface Description (Table 3-1).....		Grass		
2 Manning's Roughness Coeff., 'n' (Table 3-1).....		0.240		
3 Flow Length, L (Total < 300 ft).....	ft	100		
4 Two-year, 24-hour Rainfall, P <sub>2</sub> .....	in	3.04	3.04	
5 Land slope, S.....	ft / ft	0.020		
6 $T_t = \frac{0.007 (nL)^{0.8}}{P_2^{0.5} S^{0.4}}$ Compute T <sub>t</sub> .....	hr	0.24	+	= 0.24

### Shallow Concentrated Flow:

	Segment ID			
7 Surface Description (paved or unpaved).....				
8 Flow Length, L .....	ft	50		
9 Watercourse slope, S .....	ft / ft	0.020	0.020	
10 Average Velocity, V (Figure 3-1) .....	ft / s	2.3	2.3	
11 $T_t = L / 3600V$ Compute T <sub>t</sub> .....	hr	0.01	+	= 0.01

### Channel Flow:

	Segment ID	BC-Pipe		in pipe
12 Cross Sectional Flow Area, a .....	ft <sup>2</sup>			
13 Wetted Perimeter, p <sub>w</sub> .....	ft			
14 Hydraulic Radius, R = a/p <sub>w</sub> .....	ft			
15 Channel Slope, S .....	ft / ft			
16 Manning's Roughness Coeff., 'n'.....				
17 $V = [1.49R^{2/3} S^{1/2}] / n$ .....	ft / s	3	3	
18 Flow Length, L .....	ft	1120	0	
19 $T_t = L / 3600V$ Compute T <sub>t</sub> .....	hr	0.10	+	= 0.10
20 Watershed or Subarea T <sub>c</sub> or T <sub>t</sub> (add T <sub>t</sub> in steps 6, 11, and 19) .....	hr			= 0.35



5) Pond Storage: VOLUMES BASED ON PRELIMINARY DESIGN

PRELIMINARY POND VOLUMES:

Notes	Pond Elev. (Ft.)	Area (SF)	Depth (Ft.)	Vol. (CF)	Vol. (Ac. Ft.)	Cumulative Vol. (Ac. Ft.)
	689.00	27,804				0.00
			0.3	7,068	0.16	
Restrictor Invert	689.25	28,746				0.00
			0.3	7,306	0.17	
	689.50	29,704				0.00
			0.1	2,990	0.07	
Pond Bottom	689.60	30,091				0.00
			0.1	4,558	0.10	
	689.75	30,677				0.10
			0.3	7,793	0.18	
	690.00	31,666				0.28
			0.1	3,190	0.07	
Outlet Pipe Invert	690.10	32,130				0.357
			0.9	30,844	0.71	
	691.00	36,457				1.06
			0.5	18,876	0.43	
	691.50	39,064				1.50
			0.5	20,202	0.46	
	692.00	41,760				1.96
			0.5	21,591	0.50	
	692.50	44,620				2.46
			0.2	9,041	0.21	
	692.70	45,791				2.67
			0.3	14,004	0.32	
	693.00	47,575				2.99
			0.4	17,513	0.40	
100-Year HWL	693.36	49,729				3.39
			0.2	12,110	0.28	
Weir/Spillway	693.60	51,191				3.67
			0.4	20,971	0.48	
	694.00	53,675				4.15
			0.4	21,991	0.50	
	694.40	56,292				4.65
			0.2	11,391	0.26	
Top of Berm	694.60	57,624				4.91
			0.4	23,589	0.54	
	695.00	60,334				5.46
			0.3	18,399	0.42	
	695.30	62,333				5.88
			0.3	19,004	0.44	
Freeboard to 131st	695.60	64,365				6.31
			0.2	13,010	0.30	
	695.80	65,738				6.61
			0.2	13,286	0.31	
	696.00	67,125				6.92

```

*****
*                                     * TR 20 S/N      :          *
*                                     * HMVersion   : 3.40        *
*          TR 20                       * Date       : 1/03/**      *
*                                     * Time       : 17:41:05     *
*   Project Formulation Hydrology      * Input file  : prel.t20    *
*                                     * Output file : prel.out    *
*                                     *              *
*                                     *              *
*****

```

January 12, 2018

PRELIMINARY STORM WATER DETENTION ANALYSIS  
MODEL INCLUDED ONSITE AREAS ONLY WITH FREE DISCHARGE

MODEL USED TO ESTIMATE REQUIRED STORAGE VOLUME

VOLUME CONTROL FOR ALL NEW IMPERVIOUS AREAS INCLUDED IN BASIN

```

XXXXXXXX XXXXXX XXXXXX XXXXXX
X  X  X  X  X  X  X  X  XX
X  X  X  X  X  X  X  X
X  XXXXXX X  X  X  X
X  X  X  X  X  X  X  X
X  X  X  X  X  XX  X
X  X  X  XXXXXX XXXXXX

```

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::::::::::::::::::::::::::::::::::::
::::::::::::::::::::::::::::::::::::
::
:: Full Microcomputer Implementation ::
:: by ::
:: Haestad Methods, Inc. ::
::
::::::::::::::::::::::::::::::::::::
::::::::::::::::::::::::::::::::::::

```

37 Brookside Road \* Waterbury, Connecticut 06708 \* (203) 755-1666

\*\*\*\*\*80-80 LIST OF INPUT DATA FOR TR-20 HYDROLOGY\*\*\*\*\*

JOB TR-20		SUMMARY		NOPLOTS	
TITLE Fox Meadows Duplex Units					
TITLE File: L:\TR20\17-0051\pre1.t20				01-03-2017	
5	RAINFL 6		.05		
8		0.00	0.16	0.33	0.43 0.52 Huff
8		0.60	0.66	0.71	0.75 0.79 1st
8		0.82	0.84	0.86	0.88 0.90 Quart.
8		0.92	0.94	0.96	0.97 0.98
8		1.00	1.00	1.00	1.00 1.00
9	ENDTBL				
5	RAINFL 7		.05		
8		0.00	0.03	0.08	0.12 0.16 Huff
8		0.22	0.29	0.39	0.51 0.62 2nd
8		0.70	0.76	0.81	0.85 0.88 Quart.
8		0.91	0.93	0.95	0.97 0.98
8		1.00	1.00	1.00	1.00 1.00
9	ENDTBL				
5	RAINFL 8		0.05		
8		0.00	0.03	0.06	0.09 0.12 Huff
8		0.15	0.19	0.23	0.27 0.32 3rd
8		0.38	0.45	0.57	0.70 0.79 Quart.
8		0.85	0.89	0.92	0.95 0.97
8		1.00	1.00	1.00	1.00 1.00
9	ENDTBL				
5	RAINFL 9		0.05		
8		0.00	0.02	0.05	0.08 0.10 Huff
8		0.13	0.16	0.19	0.22 0.25 4th
8		0.28	0.32	0.35	0.39 0.45 Quart.
8		0.51	0.59	0.72	0.84 0.92
8		1.00	1.00	1.00	1.00 1.00
9	ENDTBL				
3	STRUCT 01				
8		689.25	0.00	0.00	
8		689.60	0.001	0.001	
8		690.10	0.002	0.36	
8		690.50	0.79	0.66	
8		691.00	0.96	1.06	
8		691.50	1.11	1.50	
8		692.00	1.24	1.96	
8		692.50	1.35	2.46	
8		693.00	1.46	2.99	
8		693.50	1.56	3.55	
8		693.80	1.62	3.90	
8		694.00	1.66	4.15	
8		694.30	1.71	4.52	
8		694.50	1.75	4.78	
8		695.00	60.17	5.46	
9	ENDTBL				
6	RUNOFF 1 001 1	1	0.016247	85.	0.351 1 1 1 1 Site
6	RESVOR 2 01 1 2	2	689.25		1 1 1 1 1 Pr-Pond
ENDATA					
7	LIST				
7	INCREM 6		0.2		
7	COMPUT 7 001 01		1.18	1.06 2 01 01	1yr-1hr
ENDCMP 1					
7	COMPUT 7 001 01		1.48	2.06 2 02 01	1yr-2hr
ENDCMP 1					
7	COMPUT 7 001 01		1.60	3.06 2 03 01	1yr-3hr
ENDCMP 1					
7	COMPUT 7 001 01		1.88	6.06 2 06 01	1yr-6hr
ENDCMP 1					
7	COMPUT 7 001 01		2.18	12.07 2 12 01	1yr-12hr
ENDCMP 1					
7	COMPUT 7 001 01		2.51	24.08 2 24 01	1yr-24hr
ENDCMP 1					
7	COMPUT 7 001 01		2.70	48.09 2 48 01	1yr-48hr
ENDCMP 1					
7	COMPUT 7 001 01		1.43	1.06 2 01 02	2yr-1hr
ENDCMP 1					
7	COMPUT 7 001 01		1.79	2.06 2 02 02	2yr-2hr
ENDCMP 1					
7	COMPUT 7 001 01		1.94	3.06 2 03 02	2yr-3hr
ENDCMP 1					
7	COMPUT 7 001 01		2.28	6.06 2 06 02	2yr-6hr
ENDCMP 1					
7	COMPUT 7 001 01		2.64	12.07 2 12 02	2yr-12hr
ENDCMP 1					
7	COMPUT 7 001 01		3.04	24.08 2 24 02	2yr-24hr
ENDCMP 1					
7	COMPUT 7 001 01		3.30	48.09 2 48 02	2yr-48hr
ENDCMP 1					
7	COMPUT 7 001 01		1.79	1.06 2 01 05	5yr-1hr
ENDCMP 1					
7	COMPUT 7 001 01		2.24	2.06 2 02 05	5yr-2hr
ENDCMP 1					
7	COMPUT 7 001 01		2.43	3.06 2 03 05	5yr-3hr
ENDCMP 1					
7	COMPUT 7 001 01		2.85	6.06 2 06 05	5yr-6hr



COMPUTER PROGRAM FOR PROJECT FORMULATION - HYDROLOGY USER NOTES

THE USERS MANUAL FOR THIS PROGRAM IS THE MAY 1982 DRAFT OF TR-20. CHANGES FROM THE 2/14/74 VERSION INCLUDE:

REACH ROUTING - THE MODIFIED ATT-KIN ROUTING PROCEDURE REPLACES THE CONVEX METHOD. INPUT DATA PREPARED FOR PREVIOUS PROGRAM VERSIONS USING CONVEX ROUTING COEFFICIENTS WILL NOT RUN ON THIS VERSION.

THE PREFERRED TYPE OF DATA ENTRY IS CROSS SECTION DATA REPRESENTATIVE OF A REACH. IT IS RECOMMENDED THAT THE OPTIONAL CROSS SECTION DISCHARGE-AREA PLOTS BE OBTAINED WHENEVER NEW CROSS SECTION DATA IS ENTERED. THE PLOTS SHOULD BE CHECKED FOR REASONABLENESS AND ADEQUACY OF INPUT DATA FOR THE COMPUTATION OF "M" VALUES USED IN THE ROUTING PROCEDURE.

GUIDELINES FOR DETERMINING OR ANALYZING REACH LENGTHS AND COEFFICIENTS (X,M) ARE AVAILABLE IN THE USERS MANUAL. SUMMARY TABLE 2 DISPLAYS REACH ROUTING RESULTS AND ROUTING PARAMETERS FOR COMPARISON AND CHECKING.

HYDROGRAPH GENERATION - THE PROCEDURE TO CALCULATE THE INTERNAL TIME INCREMENT AND PEAK TIME OF THE UNIT HYDROGRAPH HAVE BEEN IMPROVED. PEAK DISCHARGES AND TIMES MAY DIFFER FROM THE PREVIOUS VERSION. OUTPUT HYDROGRAPHS ARE STILL INTERPOLATED, PRINTED, AND ROUTED AT THE USER SELECTED MAIN TIME INCREMENT.

INTERMEDIATE PEAKS - METHOD ADDED TO PROVIDE DISCHARGES AT INTERMEDIATE POINTS WITHIN REACHES WITHOUT ROUTING.

OTHER - THIS VERSION CONTAINS SOME ADDITIONS TO THE INPUT AND NUMEROUS MODIFICATIONS TO THE OUTPUT. USER OPTIONS HAVE BEEN MODIFIED AND AUGMENTED ON THE JOB RECORD, RAINTABLES ADDED, ERROR AND WARNING MESSAGES EXPANDED, AND THE SUMMARY TABLES COMPLETELY REVISED. THE HOLDOUT OPTION IS NOT OPERATIONAL AT THIS TIME.

PROGRAM QUESTIONS OR PROBLEMS SHOULD BE DIRECTED TO HYDRAULIC ENGINEERS AT THE SCS NATIONAL TECHNICAL CENTERS:

CHESTER, PA (NORTHEAST) -- 215-499-3933, FORT WORTH, TX (SOUTH) -- 334-5242 (FTS)  
LINCOLN, NB (MIDWEST) -- 541-5318 (FTS), PORTLAND, OR (WEST) -- 423-4099 (FTS)  
OR HYDROLOGY UNIT, ENGINEERING DIVISION, LANHAM, MD -- 436-7383 (FTS).

PROGRAM CHANGES SINCE MAY 1982:

- 12/17/82 - CORRECT PEAK RATE FACTOR FOR USER ENTERED DIMHYD  
CORRECT REACH ROUTING PEAK TRAVEL TIME PRINTED WITH FULLPRINT OPTION
- 5/02/83 - CORRECT COMPUTATIONS FOR ---
  - 1. DIVISION OF BASEFLOW IN DIVERT OPERATION
  - 2. HYDROGRAPH VOLUME SPLIT BETWEEN BASEFLOW AND ABOVE BASEFLOW
  - 3. CROSS SECTION DATA PLOTTING POSITION
  - 4. INTERMEDIATE PEAK WHEN "FROM" AREA IS LARGER THAN "THRU" AREA
  - 5. STORAGE ROUTED REACH TRAVEL TIME FOR MULTYPEAK HYDROGRAPH
  - 6. ORDERING "FLOW-FREQ" FILE FROM SUMMARY TABLE #3 DATA
  - 7. BASEFLOW ENTERED WITH READHYD
  - 8. LOW FLOW SPLIT DURING DIVERT PROCEDURE #2 WHEN SECTION RATINGS START AT DIFFERENT ELEVATIONS
- ENHANCEMENTS ---
  - 1. REPLACE USER MANUAL ERROR CODES (PAGE 4-9 TO 4-11) WITH MESSAGES
  - 2. LABEL OUTPUT HYDROGRAPH FILES WITH CROSS SECTION/STRUCTURE, ALTERNATE AND STORM NO'S
- 09/01/83 - CORRECT INPUT AND OUTPUT ERRORS FOR INTERMEDIATE PEAKS  
CORRECT COMBINATION OF RATING TABLES FOR DIVERT  
CHECK REACH ROUTING PARAMETERS FOR ACCEPTABLE LIMITS  
ELIMINATE MINIMUM REACH TRAVEL TIME WHEN ATT-KIN COEFFICIENT EQUALS ONE

EXECUTIVE CONTROL OPERATION LIST

RECORD ID

LISTING OF CURRENT DATA

STRUCT	STRUCT NO.	ELEVATION	DISCHARGE	STORAGE
3	1			
8		689.25	.00	.00
8		689.60	.00	.00
8		690.10	.00	.36
8		690.50	.79	.66
8		691.00	.96	1.06
8		691.50	1.11	1.50
8		692.00	1.24	1.96
8		692.50	1.35	2.46
8		693.00	1.46	2.99
8		693.50	1.56	3.55
8		693.80	1.62	3.90
8		694.00	1.66	4.15
8		694.30	1.71	4.52
8		694.50	1.75	4.78
8		695.00	60.17	5.46

9 ENDTBL

TIME INCREMENT

4 DIMHYD	TIME INCREMENT				
	.0200				
8	.0000	.0300	.1000	.1900	.3100
8	.4700	.6600	.8200	.9300	.9900
8	1.0000	.9900	.9300	.8600	.7800
8	.6800	.5600	.4600	.3900	.3300
8	.2800	.2410	.2070	.1740	.1470
8	.1260	.1070	.0910	.0770	.0660
8	.0550	.0470	.0400	.0340	.0290
8	.0250	.0210	.0180	.0150	.0130
8	.0110	.0090	.0080	.0070	.0060
8	.0050	.0040	.0030	.0020	.0010
8	.0000	.0000	.0000	.0000	.0000

9 ENDTBL

COMPUTED PEAK RATE FACTOR = 484.00

TABLE NO. TIME INCREMENT

5 RAINFL 1	TIME INCREMENT				
	.5000				
8	.0000	.0080	.0170	.0260	.0350
8	.0450	.0550	.0650	.0760	.0870
8	.0990	.1120	.1260	.1400	.1560
8	.1740	.1940	.2190	.2540	.3030
8	.5150	.5830	.6240	.6550	.6820
8	.7060	.7280	.7480	.7660	.7830
8	.7990	.8150	.8300	.8440	.8570
8	.8700	.8820	.8930	.9050	.9160
8	.9260	.9360	.9460	.9560	.9650
8	.9740	.9830	.9920	1.0000	1.0000

9 ENDTBL

TABLE NO. TIME INCREMENT

5 RAINFL 2	TIME INCREMENT				
	.2500				
8	.0000	.0020	.0050	.0080	.0110
8	.0140	.0170	.0200	.0230	.0260
8	.0290	.0320	.0350	.0380	.0410
8	.0440	.0480	.0520	.0560	.0600
8	.0640	.0680	.0720	.0760	.0800
8	.0850	.0900	.0950	.1000	.1050
8	.1100	.1150	.1200	.1260	.1330
8	.1400	.1470	.1550	.1630	.1720
8	.1810	.1910	.2030	.2180	.2360
8	.2570	.2830	.3870	.6630	.7070
8	.7350	.7580	.7760	.7910	.8040
8	.8150	.8250	.8340	.8420	.8490
8	.8560	.8630	.8690	.8750	.8810
8	.8870	.8930	.8980	.9030	.9080
8	.9130	.9180	.9220	.9260	.9300
8	.9340	.9380	.9420	.9460	.9500
8	.9530	.9560	.9590	.9620	.9650
8	.9680	.9710	.9740	.9770	.9800
8	.9830	.9860	.9890	.9920	.9950
8	.9980	1.0000	1.0000	1.0000	1.0000

9 ENDTBL

TABLE NO. TIME INCREMENT

5 RAINFL 3	TIME INCREMENT				
	.5000				
8	.0000	.0100	.0220	.0360	.0510
8	.0670	.0830	.0990	.1160	.1350
8	.1560	.1790	.2040	.2330	.2680
8	.3100	.4250	.4800	.5200	.5500
8	.5770	.6010	.6230	.6440	.6640

8	.6830	.7010	.7190	.7360	.7530
8	.7690	.7850	.8000	.8150	.8300
8	.8440	.8580	.8710	.8840	.8960
8	.9080	.9200	.9320	.9440	.9560
8	.9670	.9780	.9890	1.0000	1.0000

9 ENDTBL

TABLE NO. TIME INCREMENT  
5 RAINFL 4 .5000

8	.0000	.0040	.0080	.0120	.0160
8	.0200	.0250	.0300	.0350	.0400
8	.0450	.0500	.0550	.0600	.0650
8	.0700	.0750	.0810	.0870	.0930
8	.0990	.1050	.1110	.1180	.1250
8	.1320	.1400	.1480	.1560	.1650
8	.1740	.1840	.1950	.2070	.2200
8	.2360	.2550	.2770	.3030	.4090
8	.5150	.5490	.5830	.6050	.6240
8	.6400	.6550	.6690	.6820	.6940
8	.7050	.7160	.7270	.7380	.7480
8	.7580	.7670	.7760	.7840	.7920
8	.8000	.8080	.8160	.8230	.8300
8	.8370	.8440	.8510	.8580	.8640
8	.8700	.8760	.8820	.8880	.8940
8	.9000	.9060	.9110	.9160	.9210
8	.9260	.9310	.9360	.9410	.9460
8	.9510	.9560	.9610	.9660	.9710
8	.9760	.9800	.9840	.9880	.9920
8	.9960	1.0000	1.0000	1.0000	1.0000

9 ENDTBL

TABLE NO. TIME INCREMENT  
5 RAINFL 5 .5000

8	.0000	.0020	.0050	.0080	.0110
8	.0140	.0170	.0200	.0230	.0260
8	.0290	.0320	.0350	.0380	.0410
8	.0440	.0470	.0510	.0550	.0590
8	.0630	.0670	.0710	.0750	.0790
8	.0840	.0890	.0940	.0990	.1040
8	.1090	.1140	.1200	.1260	.1330
8	.1400	.1470	.1540	.1620	.1710
8	.1810	.1920	.2040	.2170	.2330
8	.2520	.2770	.3180	.6380	.6980
8	.7290	.7520	.7700	.7850	.7980
8	.8090	.8190	.8290	.8380	.8460
8	.8540	.8610	.8680	.8740	.8800
8	.8860	.8920	.8970	.9020	.9070
8	.9120	.9170	.9210	.9250	.9290
8	.9330	.9370	.9410	.9450	.9490
8	.9530	.9570	.9600	.9630	.9660
8	.9690	.9720	.9750	.9780	.9810
8	.9840	.9870	.9900	.9930	.9960
8	.9980	1.0000	1.0000	1.0000	1.0000

9 ENDTBL

TABLE NO. TIME INCREMENT  
5 RAINFL 6 .0500

8	.0000	.1600	.3300	.4300	.5200
8	.6000	.6600	.7100	.7500	.7900
8	.8200	.8400	.8600	.8800	.9000
8	.9200	.9400	.9600	.9700	.9800
8	1.0000	1.0000	1.0000	1.0000	1.0000

9 ENDTBL

TABLE NO. TIME INCREMENT  
5 RAINFL 7 .0500

8	.0000	.0300	.0800	.1200	.1600
8	.2200	.2900	.3900	.5100	.6200
8	.7000	.7600	.8100	.8500	.8800
8	.9100	.9300	.9500	.9700	.9800
8	1.0000	1.0000	1.0000	1.0000	1.0000

9 ENDTBL

TABLE NO. TIME INCREMENT  
5 RAINFL 8 .0500

8	.0000	.0300	.0600	.0900	.1200
8	.1500	.1900	.2300	.2700	.3200
8	.3800	.4500	.5700	.7000	.7900
8	.8500	.8900	.9200	.9500	.9700
8	1.0000	1.0000	1.0000	1.0000	1.0000

9 ENDTBL

TABLE NO. TIME INCREMENT  
5 RAINFL 9 .0500

8	.0000	.0200	.0500	.0800	.1000
8	.1300	.1600	.1900	.2200	.2500
8	.2800	.3200	.3500	.3900	.4500
8	.5100	.5900	.7200	.8400	.9200

8 1.0000 1.0000 1.0000 1.0000 1.0000  
9 ENDTBL

STANDARD CONTROL INSTRUCTIONS

6 RUNOFF 1 1 1 .0162 85.0000 .35001 1 0 1 1 1  
6 RESVOR 2 1 1 2 689.2500 1 1 1 1 1  
ENDATA

END OF LISTING

SUMMARY TABLE 1 - SELECTED RESULTS OF STANDARD AND EXECUTIVE CONTROL INSTRUCTIONS IN THE ORDER PERFORMED  
(A STAR(\*) AFTER THE PEAK DISCHARGE TIME AND RATE (CFS) VALUES INDICATES A FLAT TOP HYDROGRAPH  
A QUESTION MARK(?) INDICATES A HYDROGRAPH WITH PEAK AS LAST POINT.)

SECTION/ STRUCTURE ID	STANDARD CONTROL OPERATION	DRAINAGE AREA (SQ MI)	RAIN TABLE #	ANTEC MOIST COND	MAIN TIME INCREM (HR)	PRECIPITATION			PEAK DISCHARGE					
						BEGIN (HR)	AMOUNT (IN)	DURATION (HR)	RUNOFF AMOUNT (IN)	ELEVATION (FT)	TIME (HR)	RATE (CFS)	RATE (CSM)	
ALTERNATE	1	STORM	1											
XSECTION	1	RUNOFF	.02	6	2	.20	.0	1.18	1.00	.26	---	.61	3.71	228.2
STRUCTURE	1	RESVOR	.02	6	2	.20	.0	1.18	1.00	.00	---	.00	.00	.0
ALTERNATE	2	STORM	1											
XSECTION	1	RUNOFF	.02	6	2	.20	.0	1.48	2.00	.44	---	.78	3.84	236.1
STRUCTURE	1	RESVOR	.02	6	2	.20	.0	1.48	2.00	.02	690.12	2.60?	.05?	3.0
ALTERNATE	3	STORM	1											
XSECTION	1	RUNOFF	.02	6	2	.20	.0	1.60	3.00	.52	---	.94	3.30	203.0
STRUCTURE	1	RESVOR	.02	6	2	.20	.0	1.60	3.00	.10	690.20	3.40?	.20?	12.1
ALTERNATE	6	STORM	1											
XSECTION	1	RUNOFF	.02	6	2	.20	.0	1.88	6.00	.71	---	1.54	2.53	155.5
STRUCTURE	1	RESVOR	.02	6	2	.20	.0	1.88	6.00	.29	690.32	6.20?	.44?	26.8
ALTERNATE	12	STORM	1											
XSECTION	1	RUNOFF	.02	7	2	.20	.0	2.18	12.00	.93	---	5.38	2.34	143.8
STRUCTURE	1	RESVOR	.02	7	2	.20	.0	2.18	12.00	.51	690.39	9.80	.57	34.8
ALTERNATE	24	STORM	1											
XSECTION	1	RUNOFF	.02	8	2	.20	.0	2.51	24.00	1.19	---	15.60	1.92	118.1
STRUCTURE	1	RESVOR	.02	8	2	.20	.0	2.51	24.00	.77	690.46	18.40?	.72?	44.0
ALTERNATE	48	STORM	1											
XSECTION	1	RUNOFF	.02	9	2	.20	.0	2.70	48.00	1.34	---	40.80	1.10	67.6
STRUCTURE	1	RESVOR	.02	9	2	.20	.0	2.70	48.00	.89	690.48	48.00?	.75?	46.2
ALTERNATE	1	STORM	2											
XSECTION	1	RUNOFF	.02	6	2	.20	.0	1.43	1.00	.40	---	.57	5.73	352.6
STRUCTURE	1	RESVOR	.02	6	2	.20	.0	1.43	1.00	.00	---	.00	.00	.0
ALTERNATE	2	STORM	2											
XSECTION	1	RUNOFF	.02	6	2	.20	.0	1.79	2.00	.65	---	.72	5.73	352.9
STRUCTURE	1	RESVOR	.02	6	2	.20	.0	1.79	2.00	.23	690.32	2.40?	.44?	27.1
ALTERNATE	3	STORM	2											
XSECTION	1	RUNOFF	.02	6	2	.20	.0	1.94	3.00	.75	---	.89	5.00	307.8
STRUCTURE	1	RESVOR	.02	6	2	.20	.0	1.94	3.00	.33	690.40	3.40?	.59?	36.4
ALTERNATE	6	STORM	2											
XSECTION	1	RUNOFF	.02	6	2	.20	.0	2.28	6.00	1.00	---	1.50	3.60	221.3
STRUCTURE	1	RESVOR	.02	6	2	.20	.0	2.28	6.00	.59	690.49	6.20?	.78?	47.8
ALTERNATE	12	STORM	2											
XSECTION	1	RUNOFF	.02	7	2	.20	.0	2.64	12.00	1.29	---	5.36	3.22	198.2
STRUCTURE	1	RESVOR	.02	7	2	.20	.0	2.64	12.00	.87	690.59	9.40?	.82?	50.6
ALTERNATE	24	STORM	2											
XSECTION	1	RUNOFF	.02	8	2	.20	.0	3.04	24.00	1.62	---	15.60	2.54	156.5
STRUCTURE	1	RESVOR	.02	8	2	.20	.0	3.04	24.00	1.20	690.72	18.80?	.86?	53.1
ALTERNATE	48	STORM	2											
XSECTION	1	RUNOFF	.02	9	2	.20	.0	3.30	48.00	1.84	---	40.80	1.45	89.5
STRUCTURE	1	RESVOR	.02	9	2	.20	.0	3.30	48.00	1.37	690.73	48.00?	.87?	53.4
ALTERNATE	1	STORM	5											
XSECTION	1	RUNOFF	.02	6	2	.20	.0	1.79	1.00	.63	---	.53	9.09	559.6
STRUCTURE	1	RESVOR	.02	6	2	.20	.0	1.79	1.00	.23	690.33	1.60?	.46?	28.1
ALTERNATE	2	STORM	5											
XSECTION	1	RUNOFF	.02	6	2	.20	.0	2.24	2.00	.97	---	.68	9.25	569.4
STRUCTURE	1	RESVOR	.02	6	2	.20	.0	2.24	2.00	.56	690.62	2.40?	.83?	51.1
ALTERNATE	3	STORM	5											
XSECTION	1	RUNOFF	.02	6	2	.20	.0	2.43	3.00	1.12	---	.84	7.66	471.4
STRUCTURE	1	RESVOR	.02	6	2	.20	.0	2.43	3.00	.70	690.71	3.40?	.86?	53.0
ALTERNATE	6	STORM	5											
XSECTION	1	RUNOFF	.02	6	2	.20	.0	2.85	6.00	1.46	---	1.38	5.28	324.8
STRUCTURE	1	RESVOR	.02	6	2	.20	.0	2.85	6.00	1.04	690.85	6.20?	.91?	56.0
ALTERNATE	12	STORM	5											
XSECTION	1	RUNOFF	.02	7	2	.20	.0	3.31	12.00	1.85	---	5.34	4.56	280.5
STRUCTURE	1	RESVOR	.02	7	2	.20	.0	3.31	12.00	1.43	691.02	10.80?	.97?	59.5
ALTERNATE	24	STORM	5											
XSECTION	1	RUNOFF	.02	8	2	.20	.0	3.80	24.00	2.28	---	15.60	3.45	212.4
STRUCTURE	1	RESVOR	.02	8	2	.20	.0	3.80	24.00	1.86	691.15	19.40?	1.01?	61.9

ALTERNATE	48	STORM	5											
XSECTION	1	RUNOFF	.02	9	2	.20	.0	4.09	48.00	2.54	---	40.80	1.93	118.7
STRUCTURE	1	RESVOR	.02	9	2	.20	.0	4.09	48.00	2.00	691.11	48.20?	.99?	61.0
ALTERNATE	1	STORM	10											
XSECTION	1	RUNOFF	.02	6	2	.20	.0	2.10	1.00	.85	---	.50	13.08	804.9
STRUCTURE	1	RESVOR	.02	6	2	.20	.0	2.10	1.00	.45	690.55	1.40?	.81?	49.7
ALTERNATE	2	STORM	10											
XSECTION	1	RUNOFF	.02	6	2	.20	.0	2.64	2.00	1.29	---	.66	12.45	766.6
STRUCTURE	1	RESVOR	.02	6	2	.20	.0	2.64	2.00	.87	690.92	2.40?	.93?	57.5
ALTERNATE	3	STORM	10											
XSECTION	1	RUNOFF	.02	6	2	.20	.0	2.86	3.00	1.46	---	.81	10.19	627.2
STRUCTURE	1	RESVOR	.02	6	2	.20	.0	2.86	3.00	1.05	691.04	3.40?	.97?	59.8
ALTERNATE	6	STORM	10											
XSECTION	1	RUNOFF	.02	6	2	.20	.0	3.35	6.00	1.88	---	.80	6.86	422.4
STRUCTURE	1	RESVOR	.02	6	2	.20	.0	3.35	6.00	1.47	691.21	6.23	1.02	62.9
ALTERNATE	12	STORM	10											
XSECTION	1	RUNOFF	.02	7	2	.20	.0	3.89	12.00	2.36	---	5.33	5.74	353.4
STRUCTURE	1	RESVOR	.02	7	2	.20	.0	3.89	12.00	1.94	691.41	11.00	1.08	66.7
ALTERNATE	24	STORM	10											
XSECTION	1	RUNOFF	.02	8	2	.20	.0	4.47	24.00	2.88	---	15.51	4.30	264.4
STRUCTURE	1	RESVOR	.02	8	2	.20	.0	4.47	24.00	2.46	691.54	19.60*	1.12*	69.0
ALTERNATE	48	STORM	10											
XSECTION	1	RUNOFF	.02	9	2	.20	.0	4.81	48.00	3.19	---	40.80	2.36	145.3
STRUCTURE	1	RESVOR	.02	9	2	.20	.0	4.81	48.00	2.51	691.45	48.20?	1.10?	67.4
ALTERNATE	1	STORM	50											
XSECTION	1	RUNOFF	.02	6	2	.20	.0	3.04	1.00	1.59	---	.47	25.58	1574.3
STRUCTURE	1	RESVOR	.02	6	2	.20	.0	3.04	1.00	1.20	691.29	1.49	1.05	64.5
ALTERNATE	2	STORM	50											
XSECTION	1	RUNOFF	.02	6	2	.20	.0	3.82	2.00	2.28	---	.62	22.82	1404.4
STRUCTURE	1	RESVOR	.02	6	2	.20	.0	3.82	2.00	1.87	691.84	2.43	1.20	73.8
ALTERNATE	3	STORM	50											
XSECTION	1	RUNOFF	.02	6	2	.20	.0	4.14	3.00	2.56	---	.72	18.52	1139.7
STRUCTURE	1	RESVOR	.02	6	2	.20	.0	4.14	3.00	2.16	692.02	3.38	1.24	76.6
ALTERNATE	6	STORM	50											
XSECTION	1	RUNOFF	.02	6	2	.20	.0	4.85	6.00	3.22	---	.85	13.74	845.4
STRUCTURE	1	RESVOR	.02	6	2	.20	.0	4.85	6.00	2.81	692.30	6.20*	1.31*	80.4
ALTERNATE	12	STORM	50											
XSECTION	1	RUNOFF	.02	7	2	.20	.0	5.62	12.00	3.94	---	5.00	9.38	577.3
STRUCTURE	1	RESVOR	.02	7	2	.20	.0	5.62	12.00	3.52	692.59	11.00	1.37	84.3
ALTERNATE	24	STORM	50											
XSECTION	1	RUNOFF	.02	8	2	.20	.0	6.46	24.00	4.73	---	15.51	6.70	412.7
STRUCTURE	1	RESVOR	.02	8	2	.20	.0	6.46	24.00	4.30	692.71	21.80	1.40	85.9
ALTERNATE	48	STORM	50											
XSECTION	1	RUNOFF	.02	9	2	.20	.0	6.84	48.00	5.10	---	40.80	3.57	219.7
STRUCTURE	1	RESVOR	.02	9	2	.20	.0	6.84	48.00	3.60	692.47	48.20?	1.34?	82.6
ALTERNATE	1	STORM	99											
XSECTION	1	RUNOFF	.02	6	2	.20	.0	3.56	1.00	2.03	---	.47	33.12	2038.8
STRUCTURE	1	RESVOR	.02	6	2	.20	.0	3.56	1.00	1.65	691.70	1.50	1.16	71.6
ALTERNATE	2	STORM	99											
XSECTION	1	RUNOFF	.02	6	2	.20	.0	4.47	2.00	2.86	---	.60	28.91	1779.4
STRUCTURE	1	RESVOR	.02	6	2	.20	.0	4.47	2.00	2.46	692.33	2.45	1.31	80.9
ALTERNATE	3	STORM	99											
XSECTION	1	RUNOFF	.02	6	2	.20	.0	4.85	3.00	3.20	---	.69	24.05	1480.3
STRUCTURE	1	RESVOR	.02	6	2	.20	.0	4.85	3.00	2.81	692.54	3.40	1.36	83.7
ALTERNATE	6	STORM	99											
XSECTION	1	RUNOFF	.02	6	2	.20	.0	5.68	6.00	3.99	---	.83	17.69	1088.7
STRUCTURE	1	RESVOR	.02	6	2	.20	.0	5.68	6.00	3.58	692.88	6.30	1.43	88.3
ALTERNATE	12	STORM	99											
XSECTION	1	RUNOFF	.02	7	2	.20	.0	6.59	12.00	4.86	---	4.80	11.50	707.8
STRUCTURE	1	RESVOR	.02	7	2	.20	.0	6.59	12.00	4.44	693.22	12.16	1.50	92.6
ALTERNATE	24	STORM	99											
XSECTION	1	RUNOFF	.02	8	2	.20	.0	7.58	24.00	5.80	---	15.51	8.05	495.5
STRUCTURE	1	RESVOR	.02	8	2	.20	.0	7.58	24.00	5.32	693.36	24.11	1.53	94.3
ALTERNATE	48	STORM	99											
XSECTION	1	RUNOFF	.02	9	2	.20	.0	8.16	48.00	6.36	---	40.80	4.35	267.6
STRUCTURE	1	RESVOR	.02	9	2	.20	.0	8.16	48.00	4.23	693.12	48.20?	1.48?	91.3

SUMMARY TABLE 3 - DISCHARGE (CFS) AT XSECTIONS AND STRUCTURES FOR ALL STORMS AND ALTERNATES

XSECTION/ STRUCTURE ID	DRAINAGE AREA (SQ MI)	STORM NUMBERS.....					
		1	2	5	10	50	99
STRUCTURE 1	.02						
ALTERNATE 1		.00	.00	.46	.81	1.05	1.16
ALTERNATE 2		.05	.44	.83	.93	1.20	1.31
ALTERNATE 3		.20	.59	.86	.97	1.24	1.36
ALTERNATE 6		.44	.78	.91	1.02	1.31	1.43
ALTERNATE 12		.57	.82	.97	1.08	1.37	1.50
ALTERNATE 24		.72	.86	1.01	1.12	1.40	1.53
ALTERNATE 48		.75	.87	.99	1.10	1.34	1.48
XSECTION 1	.02						
ALTERNATE 1		3.71	5.73	9.09	13.08	25.58	33.12
ALTERNATE 2		3.84	5.73	9.25	12.45	22.82	28.91
ALTERNATE 3		3.30	5.00	7.66	10.19	18.52	24.05
ALTERNATE 6		2.53	3.60	5.28	6.86	13.74	17.69
ALTERNATE 12		2.34	3.22	4.56	5.74	9.38	11.50
ALTERNATE 24		1.92	2.54	3.45	4.30	6.70	8.05
ALTERNATE 48		1.10	1.45	1.93	2.36	3.57	4.35

END OF 1 JOBS IN THIS RUN  
Stop - Program terminated.

**Preliminary Design - Willow Pointe - Lemont, IL**

Rev 01-03-18

VOLUME CONTROL CALCULATIONS - VOLUME REQUIRED		
New Impervious Area	<b>4.05</b>	Acres
New Impervious Area	176219.00	Sq-Ft
Volume Required	1 inch/sq-ft	
Volume (cu-ft)	14684.92	Cu-Ft
Volume (ac-ft)	0.34	Ac-Ft

VOLUME CONTROL CALCULATIONS - VOLUME PROVIDED		
Avg Area 689.60 & 690.10 Contours	<b>31133.00</b>	Sq-Ft
Excludes sedimentation area - Depth > 1.0'		
Pond Bottom Elevation	689.60	
Outlet Elevation	690.10	
Depth of VCBMP	0.50	
Volume (cu-ft)	15566.50	Cu-Ft
Volume Provided (Ac-Ft)	0.357	Ac-Ft
Infiltration Trench w/Perforated PVC		
Volume	5600	Cu-Ft
Void Space = 10' x 280' x 2' =	2016	Cu-Ft
Void Space	0.0463	Ac-Ft
Total VCBMP Volume Provided	0.404	Ac-Ft







TO: Planning & Zoning Commission

FROM: Jamie Tate, AICP, Consulting Planner

THRU: Jason Berry, AICP, Community Development Director

SUBJECT: Case 17-14 1166 McCarthy Road Mierzwa Final Plat of Subdivision

DATE: February 21, 2018

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## SUMMARY

Wanda Mierzwa, Trustee of the Mierzwa Family Member of Trust, owners of the subject property and represented by attorney John Antonopoulos, are seeking a Final Plat of Subdivision for the purpose of creating an additional lot to construct a single-family detached residence. The Mierzwa's existing 0.9 acre lot is proposed to be divided into two single family lots. Staff is recommending approval.



*Subject site highlighted in blue*

**PROPOSAL INFORMATION**

Case No. 17-14  
 Project Name Case 17-14 1166 McCarthy Road Mierzwa Final Plat of Subdivision

<b>General Information</b>	
Applicant	Wanda Mierzwa
Status of Applicants	Owner
Requested Actions:	Final Plat of Subdivision
Purpose for Requests	Create an additional lot for a new single family residence
Site Location	1166 McCarty Road (PIN: 22-28-105-019-0000)
Existing Zoning	R-4 Single-Family Detached Residential District
Size	39,305 square feet (0.9 acres)
Existing Land Use	Single Family Residence
Surrounding Land Use/Zoning	North: R-4 Single-Family Detached Residential District (residence)
	South: R-4 Single-Family Detached Residential District (residence)
	East: R-4 Single-Family Detached Residential District (residence)
	West: R-4 Single-Family Detached Residential District (residence)
Lemont 2030 Comprehensive Plan	The Comprehensive Plan map designates this area Infill Residential (INF)

**BACKGROUND**

The applicants are requesting a Final Plat of Subdivision to allow construction of an additional single family residence on a newly created lot. The existing residence at 1166 McCarthy Road will remain on Lot 1 and Lot 2 will be created for the new single family residence. Both lots meet the minimum lot size and lot width. There are no plans at this time for the new residence on Lot 2. Impact fees will be calculated and paid at time of construction for a home on Lot 2.

<b>Lot Standards</b>	<b>R-4</b>	<b>Lot 1</b>	<b>Lot 2</b>
Lot Size	12,500 sf (min)	22,657 sf	16,648 sf
Lot Width	90 (min)	124.59	122.27
Front Yard Setback	25	42.92'	25'
Side Yard Setback	15	17.39'	NA
Rear Yard Setback	30'	50'	NA



**Traffic & Site Access.** Staff has no concerns with access or traffic. The amount of traffic that is generated by one single-family home is not significant enough to impact the level of service of McCarthy Road.

**Landscaping.** The UDO will require parkway trees and landscaping at the time of permit for the new single family residence.

**Engineering & Stormwater.** The Village Engineer has requested preliminary engineering to show that water and sewer are available to each platted lot. He has stated that the subdivision will not be exempt from sidewalks, trees, and other requirements of a subdivision once a new single family home is proposed. The applicant's engineer requests relief from the water requirement as the water is on a well in this area. He states that sewer runs within the west side of the front yard ROW and they will comply with Village standards for the connection. The applicant's engineer states that drainage is in an existing ditch system on McCarthy Road and 6<sup>th</sup> Street without curb and gutter.

**Update from January 17, 2018 PZC Meeting.** At the previous PZC meeting on January 17, 2018, the PZC requested that the applicant confirm with the Cook County Department of Health that the use of a well on the proposed [new] lot was acceptable. The Cook County Department of Health was to be consulted and verified that the well would be permitted. The applicant's engineer, Morris Engineering, has stated that the County will not give formal approval without submitting plans to construct a new home. At this time, there are no plans to construct a new home as the applicant is looking to subdivide and then sell the vacant lot. Morris Engineering has been in communication with the Village Public Works department and has received verbal approval to install a well on this property. The Village will be required to sign off on the application to Cook County when applying for a new well.

**Village Arborist Comments.** Owner will be responsible for tree protection fencing and an action plan for tree care activities such as root pruning, crown pruning, and fertilizing for trees that are to be saved, pursuant to UDO Section 17.20.130 Tree Preservation at time of construction.

**Fire District Comments.** The Fire Marshal had no comments.

## **CONCLUSIONS & RECOMMENDATIONS**

The proposed Plat of Subdivision meets with the goals of the Lemont 2030 plan and meets the requirements of the UDO. Staff recommends approval.

## **ATTACHMENTS**

1. Site Photographs
2. Application package



3. Plat of Subdivision by Morris Engineering, dated 10/26/2017
4. Plat of Subdivision with conceptual home on Lot 2 and existing home on Lot 1 by Morris Engineering, dated 7/25/2017



Attachment 1. Site Photos



Figure 1 of 3: Google streetview looking southwest



Figure 2 of 3: Google streetview looking northwest





Figure 3 of 3: Google streetview looking south

# Final Plat Application Form

## APPLICANT INFORMATION

John P. Antonopoulos

Applicant Name

Antonopoulos & Virtel, P.C.

Company/Organization

15419 127th Street, Suite 100, Lemont, Illinois 60439

Applicant Address

630-257-5816

Telephone & Fax

john@avlawoffice.net

E-mail

### CHECK ONE OF THE FOLLOWING:

Applicant is the owner of the subject property and is the signer of this application.

Applicant is the contract purchaser of the subject property.

Applicant is acting on behalf of the beneficiary of a trust.

Applicant is acting on behalf of the owner.

## PROPERTY INFORMATION

1166 McCarthy Road, Lemont, IL 60439

Address of Subject Property/Properties

22-28-105-019-0000

Parcel Identification Number of Subject Property/Properties

Size of Subject Property/Properties

## REQUIRED DOCUMENTS

See Form 505-A, *Final Plat Application Checklist of Required Materials*, for items that must accompany this application.

### FOR OFFICE USE ONLY

Application received on: \_\_\_\_\_

By: \_\_\_\_\_

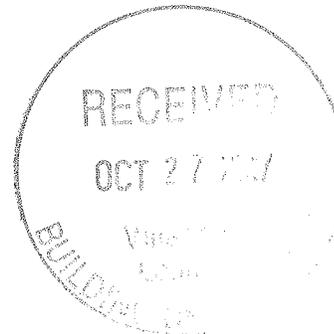
Application deemed complete on: \_\_\_\_\_

By: \_\_\_\_\_

Current Zoning: \_\_\_\_\_

Fee Amount Enclosed: \_\_\_\_\_

Escrow Amount Enclosed: \_\_\_\_\_



# Final Plat Application Form

Village of Lemont

## APPLICATION FEE & ESCROW

### Application Fee (based on size of property and number of proposed and/or existing dwelling units):

- < 3 acres = \$300, plus \$25 per existing and/or proposed dwelling unit
- 3 to <5 acres = \$600, plus \$25 per existing and/or proposed dwelling unit
- 5 to <10 acres = \$1000, plus \$25 per existing and/or proposed dwelling unit
- 10 acres or more = \$1200, plus \$25 per existing and/or proposed dwelling unit

Fee is non-refundable.

### Required Escrow = \$750

At the time of application, the applicant shall submit a check for the establishment of an escrow account. The escrow money shall be used to defray costs of public notice, consultants, or other direct costs incurred by the Village in association with the preliminary plat application. After completion of the review process, any unused portion of the escrow account will be refunded upon request.

## AFFIRMATION

I hereby affirm that I have full legal capacity to authorize the filing of this application and that all information and exhibits herewith submitted are true and correct to the best of my knowledge. I permit Village representatives to make all reasonable inspections and investigations of the subject property during the period of processing of this application. I understand that as part of this application I am required to establish an escrow account to pay for direct costs associated with the approval of this application, such as the fulfillment of public notice requirements, removal of the public notice sign, taking of minutes at the public hearing and fees for consultants hired by the Village to evaluate this application. I understand that the submitted fee is non-refundable and that any escrow amount leftover upon project completion will be refunded upon request.

*John Antonopoulos*  
Signature of Applicant

October 27, 2017

Date

Illinois

Cook

State

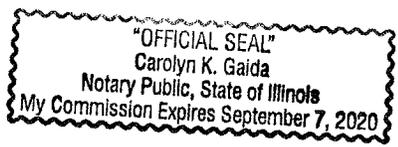
County

I, the undersigned, a Notary Public in and for the aforesaid County and State, do hereby certify that John Antonopoulos is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and that said person signed, sealed and delivered the above petition as a free and voluntary act for the uses and purposes set forth.

*Carolyn K. Gaida*  
Notary Signature

Given under my hand and notary seal this 27th day of October A.D. 20 17.

My commission expires this 7th day of September A.D. 20 20.



From: **Coleen McAuliffe** coleen@avlawoffice.net   
Subject: re: Letter of Direction attached  
Date: October 27, 2017 at 12:08 PM  
To: jjmichalek@comcast.net



Coleen McAuliffe  
Antonopoulos & Virtel, P.C.  
15419 127th Street, Suite 100  
Lemont, Illinois 60439  
630-257-5816 - phone  
630-257-8619 - fax  
coleen@avlawoffice.net

**WANDA MIERZWA, TRUSTEE OF  
THE MIERZWA FAMILY DECLARATION OF TRUST  
DATED SEPTEMBER 12, 1994**

1166 McCarthy Road  
Lemont, Illinois 60439  
630-257-7320

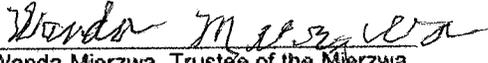
October 27, 2017

To: Village of Lemont  
418 Main Street  
Lemont, Illinois 60439

Re: 1166 McCarthy Road, Lemont, IL 60439  
PIN: 22-28-105-019

Dear Sirs:

Please be advised that I authorize the law firm of Antonopoulos & Virtel, P.C. to represent me in the Application for Subdivision Approval and to execute any and all documents that may be necessary.

  
Wanda Mierzwa, Trustee of the Mierzwa  
Family Declaration of Trust dated 9/12/94

# Final Plat Application Checklist of Required Materials

## Final Plat Materials Required at Submittal of Application

A complete application for final plat must include **all** of the following items. Any application that does not include all of the following items will not be considered complete. The Planning & Economic Development Department **will not** schedule a final plat request for Planning & Zoning Commission review until a complete application has been submitted.

\_\_\_\_\_ **Application Form.** One original copy of the attached *Final Plat Application Form*, signed by the applicant and notarized.

\_\_\_\_\_ **Application Fee.** A non-refundable fee in the appropriate amount.

\_\_\_\_\_ **Escrow Money.** \$750 per application. Any unused portion may be refunded upon request after completion of the final plat review process. The escrow money shall be used to defray costs of public notice, consultants, or other direct costs associated with the application incurred by the Village. Additionally, should the applicant fail to remove the public notice sign in a timely manner, the escrow may be used to defray the costs of the sign's removal.

\_\_\_\_\_ **Executed Performance Assurance.**

\_\_\_\_\_ **Proof of Ownership & Applicant Authorization.** The requirements of this paragraph may be waived if the applicant has previously completed an application for a preliminary plan/plat. Proof of ownership of the subject property shall be provided. One copy of a deed that documents the current ownership of the subject property/properties is required. If the applicant is the owner, this is the only documentation necessary. If the applicant is not the owner, the following are required in addition to a copy of the deed:

- If the applicant is the contract purchaser of the property, a copy of the contract must be attached.
- If the applicant is acting on behalf of the beneficiary of a trust, a notarized letter from an authorized trust officer identifying the applicant as an authorized individual acting in behalf of the beneficiaries must be attached. The letter

must also provide the name, address and percentage of interest of each beneficiary.

- If the applicant is acting on behalf of the owner, a notarized letter of consent from the owner must be attached.
- If the property owner is a company, a disclosure of the principals of the company must be included in the application materials. For example, an LLC may submit a copy of the LLC Management Agreement.

\_\_\_\_\_ **Title Search.** Current title search, Title Commitment, or Title Policy for all subject properties must be included.

\_\_\_\_\_ **Restrictions and Covenants (if applicable).** A draft of any proposed protective restrictions and covenants or existing restrictions and covenants shall be provided, as applicable.

\_\_\_\_\_ **Declaration of Easements.** A statement on easements that will be required for public improvements (e.g. water service), and whether easements have been obtained shall be provided.

\_\_\_\_\_ **Signed Final Plat (Mylar/vellum).** The final plat shall be prepared on permanent reproducible material, such as Mylar, suitable for recording with the County Recorder of Deeds. It is recommended that the applicant submit a paper copy first; then upon staff approval, submit the Mylar/vellum copy. The final plat must include all necessary certificates as described in Appendix D of the Unified Development Ordinance. The final plat must be prepared at a scale of one inch equals one hundred feet, or larger. All final plats shall include:

- Proposed name of subdivision not duplicating name of any plate heretofore recorded in the Village or the appropriate county.
- Location by township, section, town, and range, or by other legal description.
- An identification system for all lots and blocks.
- Accurate angular and lineal dimensions for all lines, angles, and curvatures used to describe boundaries, streets, alleys, easements, areas to be reserved for public use, and other important features. Lot lines to show dimensions in feet and hundredths. All dimensions shown on curved lines shall be arc distances.

- True angles and distances to the nearest established street lines or established survey monuments (not less than two), which shall be accurately described in the plat.
- North Point (true north).
- Township, county, or section lines accurately tied to the lines of the subdivision by distance and angles.
- An indication of the square footage of all lots within the subdivision.
- All horizontal dimensions, including radii, internal angles, points of tangency and curvature, tangent bearings and lengths of arcs.
- Accurate location of all monuments, which shall meet the requirements of the Illinois Compiled Statutes.
- Accurate outlines and legal descriptions of any areas to be dedicated or reserved for public use, or for the exclusive use of the property owners within the subdivision, with use purposes indicated on the plat.
- All easements required for the installation and maintenance of utilities (electric, water, waste water, gas, telephone, ect) together with a statement that dedicates the easements to the Village or other appropriate authority.
- All scenic or access easements together with a statement that dedicates the easements to the Village or other appropriate authority.
- Certification by a licensed surveyor, to the effect that the plat represents a survey made by him/her and that monuments and markers shown thereon exist as shown and that all dimensions are correct.
- Notarized certifications (see Appendix D of the Unified Development Ordinance)
- Supporting documents as required by the Village, such as special studies, landscaping plans, homeowners' association covenants and agreements, etc.

\_\_\_\_\_ **Signed Final Plat (Paper Copies).** 9 paper copies of the final plat. All plats should be printed on at least 11"x17" sized paper. Additional copies of the final plat may be required after initial submission of the application. Planning & Economic Development staff will advise if/when additional copies are needed.

\_\_\_\_\_ **Final Engineering Plan.** For subdivisions where a road is required to access one of the lots, or where sewer and water extension is required to service one of the lots, final engineering plans for all public or private support facilities including roads, sidewalks, drainage ditches, culverts, water retention areas, sanitary sewers, storm sewers, water supply lines, and illumination. Final Engineering Plans shall include the following:

1. A title sheet showing the name of the project, section, township, and range, an index of sheets, a tabulation of symbols, locations of benchmarks, and a graphic location with respect to the nearest traveled streets and roads.
2. A detailed grading plan indicating the vertical elevations of all buildings, lot corners, and points of change in gradient. Directions of flow of surface waters will be delineated with arrows and the gradient of the land indicated about with arrows. Curb elevations will be indicated opposite each lot corner and at all changes in gradient.
3. A detailed plan of street improvements showing horizontal and vertical locations of all street improvements and including horizontal and vertical locations of all points of curvature, points of intersection, points of tangency, points of vertical curvature, points of vertical intersection, and points of vertical tangency. Radii of intersections of streets will be shown on this plan.
4. A detailed plan of storm improvements showing horizontal and vertical location of all manholes, catch basins, inlets, headwalls, and the like and indicating lengths, types and grades and gradients of all storm sewers. Manholes, catch basins and inlets will be dimensioned from lot corners.
5. A detailed plan of sanitary sewer improvements showing horizontal and vertical locations of all manholes, and indicating lengths, types and grades and gradients of all sanitary sewers. Manholes will be dimensioned from lot corners.
6. A detailed plan of water system improvements indicating horizontal and vertical location of all fire hydrants and valve vaults and showing lengths, sizes, and locations of all water mains. Fire hydrants and valve vaults will be dimensioned from lot corners.

7. Plans and profiles drawn to scale not to exceed one inch equals one hundred feet (1"=100') horizontally and one inch equals ten feet (1"=10') vertically indicating additional horizontal and vertical locations of streets, sewers, appurtenances and the existing grade.
8. Such additional details as necessary to clarify the extent or manner of construction.
9. Detailed material and construction specifications concerning the work to be performed including general conditions of the contract acceptable to the Village.
10. A detailed cost estimate of the work to be performed.
11. A detailed erosion control plan showing clearing, stockpiling, construction sequences, configuration of erosion controls and areas to be landscaped or lawn established. Proposed schedules for restoration must be submitted with the plan.
12. Existing and proposed cross sections at intervals not more than 100 feet of proposed roadways where roadway grading and alignments will impact on undisturbed ground must be provided.

\_\_\_\_\_ **Proposed Grading Plan.** In lieu of final engineering plans, for subdivisions creating 3 lots or less, where no new roadway construction or utility extensions are required, the applicant shall submit a proposed lot development plan for each lot, which will indicate proposed contours and individual lot grading, including location of connections to public water supply and sanitary sewer, for each newly created lot.

\_\_\_\_\_ **Executed Agreements.** If there are any agreements, they must be attached.

\_\_\_\_\_ **Electronic copies.** A digital copy of all required plans and documents. The digital copy of the final plat does not have to be signed.

\_\_\_\_\_ **Additional Information.** The Planning & Economic Development Director may require additional information necessary to allow a complete and adequate evaluation of the application.

94857048

4 3 3 7 0 4 0 94857048

**This Indenture,** Made this 12th day of September 19 94

between **FIRST NATIONAL BANK OF LOCKPORT**, a National Banking Association, as trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Bank in pursuance of a trust agreement dated the 2nd day of January 19 90, and known as Trust Number 72-21610, party of the first part, and THE MIERZWA FAMILY DECLARATION OF TRUST DATED SEPTEMBER 12, 1994 of 1166 McCarthy Road party of the second part. Lemont, Il. 60439

**WITNESSETH**, That said party of the first part, in consideration of the sum of Ten and 00/100 (\$10.00) Dollars, and other good and valuable considerations in hand paid, does hereby convey and quit claim unto said party of the second part, all interest in the following described real estate, situated in Cook County, Illinois, to-wit:

Lot 1 in Gust Lindgren's Resubdivision of Lots 71, 70 and 69 and the North half of Lot 68 of Becker's Subdivision of the East half of the Northwest Quarter of Section 28, Township 37 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois. Also, the East half of each of Lots 45 and 46 and the East 100 Feet (measured on the South line thereof) of Lot 44 in Becker's Subdivision of the East half of the Northwest Quarter of Section 28, Township 37 North, Range 11, East of the Third Principal Meridian, in Cook County, Il.

DEPT-01 RECORDING 9:25 AM  
180012 TRAM 3109 10/06/94 11:46:00  
#6790 # SK # 4-857048  
COOK COUNTY RECORDER

94857048

together with the tenement and appurtenances thereunto belonging.

**TO HAVE AND TO HOLD** the same unto said party of the second part, and to the proper use, benefit and behoof forever of said party of the second part.  
TOTAL CONSIDERATION LESS THAN \$100.00.  
EXEMPT UNDER PARAGRAPH E, SECTION 4 OF THE REAL ESTATE TRANSFER TAX ACT.

Dated: September 12, 1994

By: *John S. Antropoulos*

Subject to: Covenants, conditions and restrictions of record, public and utility easements and roads and highways, general real estate taxes for 1994 and subsequent years.

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust deed or mortgage (if any there be) of record in said county given to secure the payment of money, and remaining unreleased at the date of the delivery hereof.

**IN WITNESS WHEREOF**, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Trust Officer and attested by its Vice-President the day and year first above written.

THIS INSTRUMENT PREPARED BY:  
First National Bank of Lockport  
800 S. State St. - Lockport, IL 60441

FIRST NATIONAL BANK OF LOCKPORT  
as Trustee as aforesaid.

By: *Anna J. Wroblewski*  
TRUST OFFICER

Attest: *John S. Antropoulos*  
VICE-PRESIDENT

Exempt Under Section 4 of the Illinois Transfer Tax Act Sec. 4  
& Cook County Code, Section 10-1  
Date 9/12/94  
Sgt. John S. Antropoulos

25<sup>50</sup>  
93

STATE OF ILLINOIS } ss.  
COUNTY OF WILL }

I the undersigned

A Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that Donna J. Wroblewski

Trust Officer of the FIRST NATIONAL BANK OF LOCKPORT and Theodora Ziegler

Vice-President of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Vice-President respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said Vice-President did also then and there acknowledge that he, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 13th day of September 19 94.

94857048



*Joan M. Reeves*  
Notary Public

PERMANENT INDEX NUMBER

22-28-105-019  
22-28-105-032  
22-28-105-033

AFTER RECORDING MAIL THIS INSTRUMENT TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROPERTY ADDRESS

1106 McCarthy Road  
Lemont, Il. 60439

MAIL TAX BILL TO:

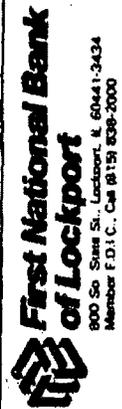
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DEED

FIRST NATIONAL BANK  
OF LOCKPORT  
As Trustee under Trust Agreement  
TO

11882788

Dated  
Trust No.



**THE MIERZWA FAMILY**  
**DECLARATION OF TRUST**  
**DATED SEPTEMBER 12, 1994**

I, WANDA L. MIERZWA, a widow, of Lemont, Cook County, Illinois, Social Security #337-03-9286, Settlor, declares that WANDA L. MIERZWA is the Trustee of the property described in the attached Schedule A. The Trustee shall hold and dispose of that property, and any other property which may be received by the Trustee ("Trust Property"), as follows:

**ARTICLE I**

Section 1: The Settlor, or any other person, may transfer by Will or otherwise, any other property to the Trustee in trust to be administered as provided in this Agreement.

Section 2: The property referred to in Sections 1 and 2 and all investments and reinvestments thereof are herein collectively referred to as the "trust estate" and shall be held and administered as provided in this Agreement.

**ARTICLE II**

The Settlor shall have the right at any time during the Settlor's lifetime by instrument in writing delivered to the Trustee to alter, amend or revoke this instrument either in whole or part, provided, however, that if altered or amended, the duties, powers and responsibilities of the Trustee shall not be substantially changed without consent. In case of revocation, the property held in trust, or that part as to which this instrument may be revoked, shall be redelivered by the Trustee to the Settlor or in accordance with the Settlor's written directions.

### ARTICLE III

During the lifetime of the Settlor, the Trustee shall pay the net income of the trust to the Settlor, or for the benefit of the Settlor or shall deposit the net income to any account Settlor may designate. The Trustee shall pay to the Settlor such sums from the principal of the trust as the Settlor may direct in writing delivered to the Trustee or as the Trustee shall deem to be necessary or advisable for the support, maintenance, comfort, welfare and medical, dental, hospital or similar care for the Settlor.

### ARTICLE IV

For purpose of this instrument, Settlor, acting as Trustee, shall be considered unable to manage affairs and incapable of acting as Trustee if an adjudication of legal disability is made by a Court of proper jurisdiction, or if the Trustee, by reason of illness or mental or physical condition, cannot make intelligent and timely decisions regarding the financial affairs of the Trust. The determination as to the Trustee's inability or incapacity shall be made by the Trustee's treating physician and JUDITH ANN MICHALEK, unanimously. Written notice of the determination shall be delivered to the Alternate Trustee, who may rely upon it in accepting the Trust and exercising powers and discretion hereunder.

### ARTICLE V

Upon the death of the Settlor, the Trustee shall pay from the principal of the trust property any expenses of the last illness and funeral, the cost of administering the estate, wherever situated, debts otherwise allowable as claims against the probate estate, and all estate, inheritance, transfer or succession taxes which may become due by reason of death, other than any tax on a generation-skipping transfer which is not a liability of the estate or of this trust. Interest and penalties shall be paid in the same manner as any tax. Any

payments may be made directly or through the personal representative of my estate, but no such payment shall be made out of an asset not otherwise includable in my estate for federal estate tax purposes. The Trustee shall not seek contribution or reimbursement for any such payments, except to the extent the Trustee has the right by law or otherwise to seek contribution or reimbursement for taxes payable by reason of property over which the decedent has a power of appointment or in which there exists an income interest for life for which a federal estate tax marital deduction has been elected and allowed.

#### ARTICLE VI

Upon the death of the Settlor, the following bequests are to be made as follows:

TWO THOUSAND DOLLARS (\$2,000.00) shall go to each of the following then-living grandchildren: DANA DEVEREAUX, BRADLEY DEVEREAUX, ROCHELLE MICHALEK, MARLO MICHALEK, KEELEE AHLGREN and KRISTA AHLGREN.

ONE THOUSAND DOLLARS (\$1,000.00) shall go to each of the then-living great-grandchildren.

Upon the death of the Settlor, all remaining assets of the Trust including principal and accumulated interest, after satisfaction of all matters listed in Article V, shall be distributed equally between JUDITH ANN MICHALEK, PAULETTE AHLGREN and CAROLE JOYCE DEVEREAUX to be divided equally, per stirpes.

In the event any of my children are predeceased, then their share shall be divided equally between their children.

In the event that any of the descendants of any deceased child or grandchildren have not attained the age of twenty-one (21) years at the time of my death, I then give, devise and bequeath the share of said descendant of my deceased child or grandchild to JUDITH ANN MICHALEK, as Trustee; a separate Trust to be established for each descendant who

has not attained the age of 21 years.

The bequest to the Trustee for each descendant shall be used in the following manner:

To hold, invest and re-invest the same and to keep the same invested and to receive the rent, issues and profits therefrom and, after defraying all taxes and other lawful charges upon the same, to accumulate the income therefrom and to use said income or principal for providing care, maintenance, education and/or medical expenses for said descendants until each has attained the age of 21 years.

Each Trust shall terminate when the descendant either shall attain the age of twenty-one (21) years or dies. When the trust terminates, the trust assets, less all proper deduction, shall be paid to:

- a) the beneficiary thereof, if living; or
- b) the then-living child(ren) of the said beneficiary, in equal shares, if the said beneficiary shall theretofore have died, but shall be survived by a child(ren); or
- c) the beneficiary's siblings (if any) in equal shares.

#### ARTICLE VII

Section 1: JUDITH ANN MICHALEK may resign as Trustee at any time by giving written notice to the Alternate Trustee. Any other Trustee may resign by giving thirty (30) days written notice to the beneficiaries of said Trust.

Section 2: If JUDITH ANN MICHALEK at any time fails or ceases to act as Trustee, PAULETTE AHLGREN shall become Alternate Trustee, with all powers as listed in this document.

Section 3: If PAULETTE AHLGREN at any time fails or ceases to act as

Alternate Trustee, CAROLE JOYCE DEVEREAUX shall become Second Alternate Trustee, with all powers as listed in this document.

Section 4: No Trustee wherever acting shall be required to give bond or surety or be appointed by or account for the administration of any trust to any court. Each Alternate Trustee shall have all of the powers and discretion of its predecessor and shall not be liable personally for any action or failure to act of a predecessor, any may, without incurring any liability for so doing, accept without examination or review the accounts rendered and the property distributed by or for a predecessor Trustee.

#### ARTICLE VIII

The Trustee shall have the following powers with respect to each trust, together with those now or hereafter conferred by law, exercisable in the Trustee's discretion:

- (a) To retain any property transferred to the Trustee without liability for any loss, even though the Trustee would not purchase the property as a trust investment and though to retain it might violate sound investment diversification principles;
- (b) To sell at public or private sale, contract to sell, grant options to buy, sell covered options, convey, transfer, exchange or otherwise deal with any trust property and any reinvestments thereof, from time to time for such prices and upon such terms as the Trustee sees fit; to lease or grant easements for a term within or extending beyond the term of the trust, and to repair, improve, remodel, demolish, abandon, partition or dedicate any real or personal property of the trust;
- (c) To borrow money from any lender, including a Trustee hereunder individually; to extend or renew any existing indebtedness and to mortgage or pledge trust property; and also to open accounts, margin or otherwise, with brokerage firms, banks or others, and to invest the trust property in, and to conduct, maintain and operate, these accounts for the purchase, sale and exchange of stocks, bonds and other securities, and in connection therewith to borrow money, obtain guarantees, and engage in all other activities necessary or incidental to conducting, maintaining and operating these accounts;

- (d) To invest and reinvest in any type of real or personal property, including bonds, common or preferred stocks, notes, real estate mortgages, commons trust funds, shares of any investment company or trust, or other securities;
- (e) To allot to any trust an undivided interest in property, make joint investments for two or more trusts, distribute property in cash or in kind or partially in each, to allow different kinds or disproportionate shares or undivided interests in property among the distributed shares, without regard to the income tax basis of such property or interest, and to determine the value of any property so allotted or distributed;
- (f) To exercise in person or by proxy all voting and other rights, powers and privileges, and to take all steps to realize all benefits, with respect to stocks or other securities;
- (g) To cause any security or other property to be held in the name of a Trustee personally, or in the name of a nominee;
- (h) To pay all expenses incurred in the administration of the trust, including reasonable compensation to the Trustee, and to employ and pay reasonable compensation to agents, proxies of all types, including but not limited to accountants, attorneys, bankers and other financial institutions, and investment advisors, and to delegate to them such powers as the Trustee considers desirable;
- (i) To accept additional property from any person and administer it as a part of the trust;
- (j) To establish out of income and credit to principal reasonable reserves for depletion, but reserves for depreciation shall not be established except to the extent that the Trustee determines that readily marketable assets in the principal of the trust shall be insufficient for any renovation, major repair, improvements or replacement of trust property which the Trustee deems advisable;
- (k) To deal with, purchase assets from or make loans to the fiduciary of any other estate or trust, even though the fiduciary is a Trustee hereunder;
- (l) To compromise, contest, prosecute or abandon any claim or demand in favor of or against the trust;

- (m) To make any election permitted under the tax laws that the Trustee deems advisable, without regard to its effect on the relative interests of the beneficiaries, and the Trustee shall make no adjustment between principal and income, nor with respect to the relative interests of the beneficiaries, to compensate for the effect of elections, either under the tax laws or under settlement options available for any employee benefit plan or individual retirement account, made by the Trustee or by my personal representative, such action to be binding on all persons;
- (n) To collect in any manner the net proceeds of any employee benefit plan, individual retirement account, deferred compensation plan or life insurance policy, in which case payment to and the receipt of the Trustee shall be a full discharge of the liability of any payor, which need not take notice of this instrument or see to the application of any payment, but the Trustee need not engage in litigation to enforce payment without indemnification satisfactory to it for any resulting expense;
- (o) To do all other acts to accomplish the proper management, investment, and distribution of the trust.

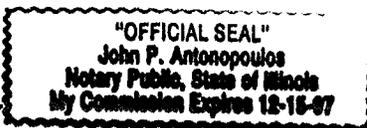
**ARTICLE IX**

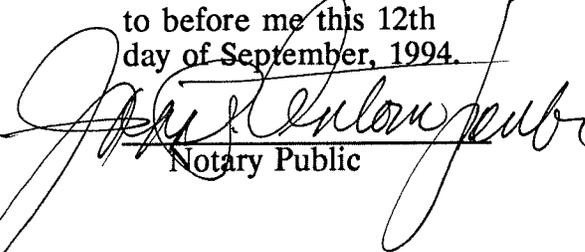
The Settlor may amend or revoke this instrument in whole or in part by a written instrument (other than a Will) delivered to the Trustee during her life. This power is personal to Settlor and may not be exercised by my legal representative or others. No amendment may change the Trustee's duties, powers and discretions without the Trustee's consent.

I have signed this instrument on this 12th day of September, 1994.

  
WANDA L. MIERZWA, Settlor/Trustee

SUBSCRIBED AND SWORN  
to before me this 12th  
day of September, 1994.



  
Notary Public

## SCHEDULE "A"

WANDA L. MIERZWA, Grantor, does hereby sell, transfer, convey quitclaim and assign for Ten Dollars (\$10.00) and other good and valuable consideration, all rights, title and interest in the property set forth below to the Grantor as Trustee of THE MIERZWA FAMILY DECLARATION OF TRUST DATED SEPTEMBER 12, 1994, Grantee.

1. All present and future interest of the undersigned in the following real estate, together with all present and future improvements thereon, and all present and future water and water rights thereunto belonging and also including all present and all future personal property locate thereon or wheresoever located:

Residence: 1166 McCarthy Road, Lemont, Illinois 60439

Real Estate Tax Number: 337-03-9286

Legal Description:

Lot 1 in Gust Lindgren's Resubdivision of Lots 71, 70 and 69 and the North half of lot 68 of Becker's Subdivision of the East half of the Northwest Quarter of Section 28, Township 37 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois. Also, the East half of each of Lots 45 and 46 and the East 100 feet (measured on the South line thereof) of Lot 44 in Becker's Subdivision of the East half of the Northwest quarter of Section 28, Township 37 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

2. All household and personal affects.

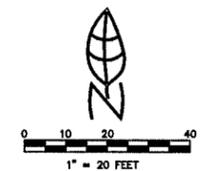
  
WANDA L. MIERZWA

# MIERZWA SUBDIVISION

OF

LOT 1 IN GUST LINDGREN'S RESUBDIVISION OF LOTS 71, 70 AND 69 AND THE NORTH 1/2 OF LOT 68 OF BECKER'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TOTAL LAND AREA = 44,562 SF  
OR 1.02 ACRES MORE OR LESS



VILLAGE OF LEMONT  
BASIS OF BEARING:  
WESTERLY BOUNDARY LINE OF 6TH STREET  
AS FOUND MONUMENTED AND OCCUPIED,  
S 0°00'00" W (A)

APPROVED  
 APPROVED AS NOTED  
 NOT APPLIED



Date \_\_\_\_\_ Signature \_\_\_\_\_  
PUBLIC UTILITY AND DRAINAGE EASEMENT PROVISIONS

A NON-EXCLUSIVE PERPETUAL EASEMENT IS HEREBY RESERVED AND GRANTED TO THE VILLAGE OF LEMONT, AND THEIR SUCCESSORS, AND ASSIGNS OVER ALL AREAS DESIGNATED "PUBLIC UTILITY AND DRAINAGE EASEMENT" AND THOSE AREAS DESIGNATED "PU & DE" ON THE PLAT, TO CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN, AND OPERATE VARIOUS TRANSMISSIONS, AND COLLECTION SYSTEMS, INCLUDING BUT NOT LIMITED TO WATER LINES, SANITARY SEWERS AND STORM SEWERS, TOGETHER WITH ANY AND ALL NECESSARY VALVE VAULTS, FIRE HYDRANTS, MANHOLES, CATCH BASINS, CONNECTIONS, APPLIANCES AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID VILLAGE, OVER, UPON, ALONG, UNDER AND THROUGH THE SURFACE OF THE PROPERTY SHOWN ON THE PLAT, TOGETHER WITH THE RIGHT OF ACCESS FOR NECESSARY LABOR, MATERIALS AND EQUIPMENT TO DO ANY OF THE ABOVE WORK. THE RIGHT IS ALSO GRANTED TO CUT DOWN, TRIM, OR REMOVE, WITHOUT OBLIGATION TO RESTORE OR REPLACE ANY OBSTRUCTION, INCLUDING BUT NOT LIMITED TO TREES, SHRUBS, OTHER PLANTS, STRUCTURES OR IMPROVEMENTS ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OR UNDER THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, THE RIGHT TO CUT, TRIM, OR REMOVE TREES, BUSHES AND ROOTS, AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREON GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES, NO BUILDING OR OTHER OBSTRUCTION SHALL BE PLACED OVER GRANTEES FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE "PUBLIC UTILITY AND DRAINAGE EASEMENT" OR "PU & DE" WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES, NOR SHALL ANY OTHER USE BE MADE THEREOF WHICH WILL INTERFERE WITH THE EASEMENTS RESERVED AND GRANTED HEREBY. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

PERPETUAL EASEMENTS ARE HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF LEMONT AND OTHER GOVERNMENTAL AUTHORITIES HAVING JURISDICTION OF THE LAND, OVER THE ENTIRE EASEMENT AREA FOR INGRESS, EGRESS, AND THE PERFORMANCE OF MUNICIPAL AND OTHER GOVERNMENTAL SERVICES INCLUDING WATER, STORM AND SANITARY SEWER, SERVICE AND MAINTENANCE AND EMERGENCY AND ROUTINE POLICE, FIRE, AND OTHER PUBLIC SAFETY RELATED SERVICES.

**COMED COMPANY AND AT&T CORPORATION**  
AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO COMED COMPANY AND AT&T CORPORATION, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, FOR THE INSTALLATION, RELOCATION, RENEWAL AND REMOVAL OF OVERHEAD AND UNDERGROUND ELECTRIC AND COMMUNICATIONS CABLES AND APPURTENANCES IN, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN ON THE PLAT AND DESIGNATED AS "PUBLIC UTILITY AND DRAINAGE EASEMENT" OR "PU & DE" AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS AS REQUIRED TO PROVIDE THE SUBDIVISION AND OTHER PROPERTY, WHETHER OR NOT CONTIGUOUS THERETO, WITH ELECTRIC AND COMMUNICATIONS SERVICES, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, THE RIGHT TO CUT, TRIM, OR REMOVE TREES, BUSHES AND ROOTS, AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREON GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES, NO BUILDING OR OTHER OBSTRUCTION SHALL BE PLACED OVER GRANTEES FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE "PUBLIC UTILITY AND DRAINAGE EASEMENT" OR "PU & DE" WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES, NOR SHALL ANY OTHER USE BE MADE THEREOF WHICH WILL INTERFERE WITH THE EASEMENTS RESERVED AND GRANTED HEREBY. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

**NICOR CORPORATION / NICOR GAS COMPANY**  
AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO NICOR CORPORATION AND NICOR GAS COMPANY, THEIR SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, FOR THE INSTALLATION, RELOCATION, RENEWAL AND REMOVAL OF GAS LINES AND APPURTENANCES IN, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN ON THE PLAT AND DESIGNATED AS "PUBLIC UTILITY AND DRAINAGE EASEMENT" OR "PU & DE" AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS AS REQUIRED TO PROVIDE THE SUBDIVISION AND OTHER PROPERTY, WHETHER OR NOT CONTIGUOUS THERETO, WITH GAS SUPPLY SERVICES, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS FOR EACH LOT, NO BUILDINGS OR OTHER OBSTRUCTION SHALL BE CONSTRUCTED OR ERRECTED IN ANY SUCH "PUBLIC UTILITY AND DRAINAGE EASEMENT" OR "PU & DE" AREAS, WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES, NOR SHALL ANY OTHER USE BE MADE THEREOF WHICH WILL INTERFERE WITH THE EASEMENTS RESERVED AND GRANTED HEREBY.

**COMCAST COMMUNICATIONS**  
AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO COMCAST COMMUNICATIONS CORPORATION, OPERATING WITHIN THE VILLAGE OF LEMONT, ITS SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, FOR THE INSTALLATION, MAINTENANCE, RELOCATION, RENEWAL AND REMOVAL OF CABLE COMMUNICATION AND BROADCAST SIGNAL SYSTEMS IN, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN ON THE PLAT AND DESIGNATED AS "PUBLIC UTILITY AND DRAINAGE EASEMENT" OR "PU & DE" AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS AS REQUIRED TO PROVIDE THE SUBDIVISION AND OTHER PROPERTY, WHETHER OR NOT CONTIGUOUS THERETO, WITH COMMUNICATION AND BROADCAST TV SERVICES, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS FOR EACH LOT, NO BUILDINGS OR OTHER OBSTRUCTION SHALL BE CONSTRUCTED OR ERRECTED IN ANY SUCH "PUBLIC UTILITY AND DRAINAGE EASEMENT" OR "PU & DE" AREAS, WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES, NOR SHALL ANY OTHER USE BE MADE THEREOF WHICH WILL INTERFERE WITH THE EASEMENTS RESERVED AND GRANTED HEREBY.

**SURVEYOR'S CERTIFICATE**  
STATE OF ILLINOIS)  
COUNTY OF DUPAGE) SS  
I, THOMAS J. CESAL, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

LOT 1 IN GUST LINDGREN'S RESUBDIVISION OF LOTS 71, 70 AND 69 AND THE NORTH 1/2 OF BECKER'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,  
AND THAT THE SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE SAME. ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS OF A FOOT AND ARE CORRECT AT A TEMPERATURE OF 68 DEGREES FAHRENHEIT.

I FURTHER CERTIFY THAT BASED ON EXAMINATION OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, PANEL NUMBER 1703100568J, EFFECTIVE DATE OF AUGUST 10, 2006, THAT THE PARCEL INCLUDED IN THIS RECORD OF DEED IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA.

I FURTHER CERTIFY THAT UPON COMPLETION OF MASS GRADING, IRON PIPES WILL BE SET AT ALL LOT CORNERS.

FURTHERMORE, I DESIGNATE THE VILLAGE OF LEMONT TO ACT AS MY AGENT, FOR THE PURPOSES OF RECORDING THIS DOCUMENT.

DATED THIS 26TH DAY OF OCTOBER AD 2017  
BY: *Thomas J. Cesal*  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-2205  
MY LICENSE EXPIRES NOVEMBER 30, 2018  
ILLINOIS PROFESSIONAL DESIGN FIRM PROFESSIONAL ENGINEERING CORPORATION NO. 184-001245



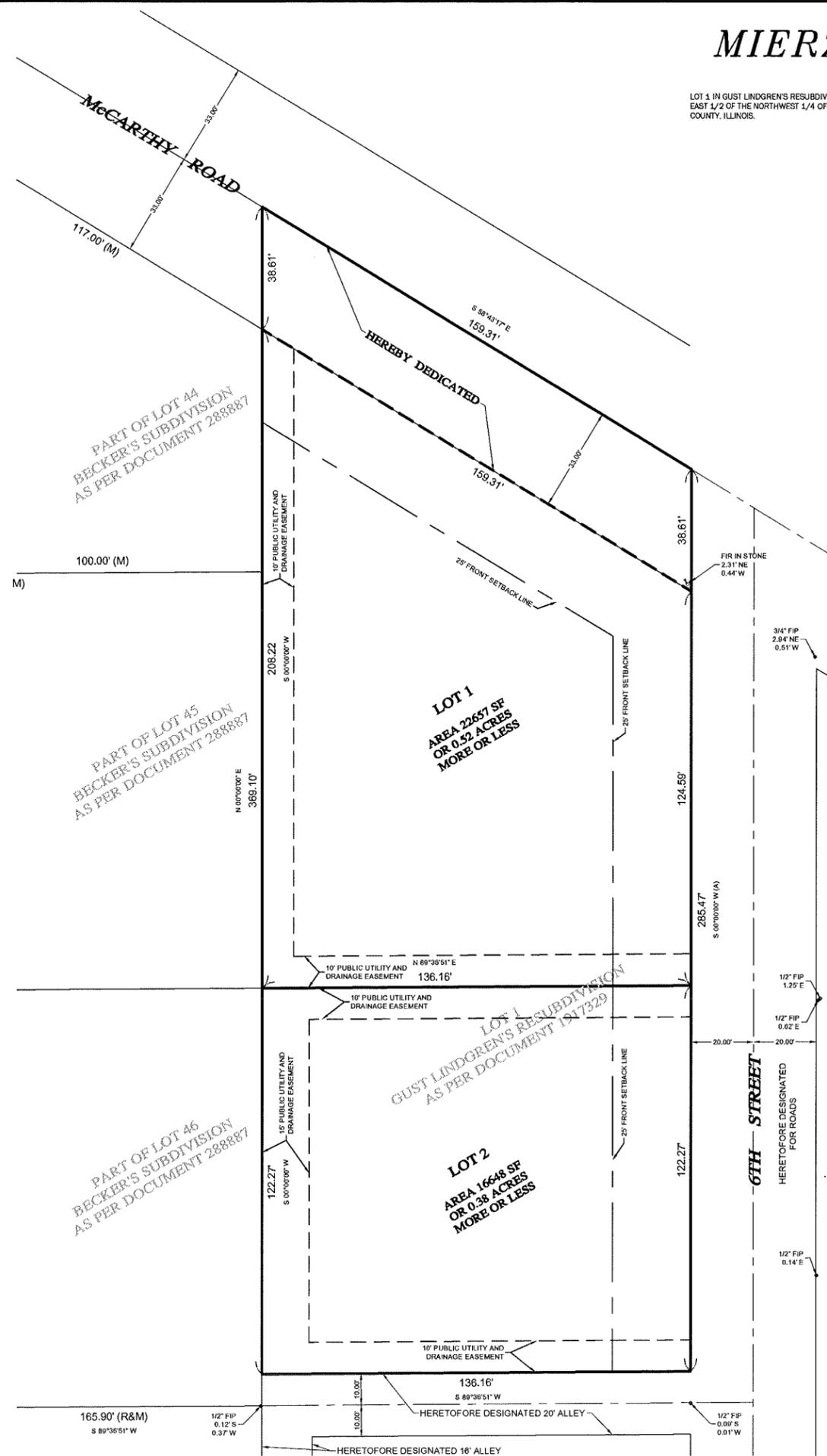
DATE	1	2	3	4	5	6

BOUNDARY AND TOPOGRAPHIC SURVEY  
ADDRESS  
CITY, STATE

Morris Engineering, Inc.  
Civil Engineering + Consulting  
Land Surveying  
515 Warrenville Road, Suite 1L, 05352  
Phone: (630) 271-0770  
Survey: (630) 271-0599  
Fax: (630) 271-0774  
Website: www.mesvi.com



FIELD CREW: crew  
DRAWN BY: drafter  
CHECKED BY: surveyor  
APPROVED BY: surveyor  
DATE: date  
SCALE: HORIZ. vert. NONE  
SHEET  
1  
OF 1 SHEETS  
PROJ# 17-05-1002



**PROPERTY OWNER'S CERTIFICATE**  
STATE OF ILLINOIS)  
COUNTY OF COOK) SS  
I, WE, \_\_\_\_\_ DO HEREBY CERTIFY THAT I (AM/WE ARE THE OWNER(S) OF THE PROPERTY DESCRIBED IN THE CAPTION TO THE PLAT HEREON DRAWN AND AS SUCH OWNER(S), I/WE HAVE CAUSED SAID PROPERTY TO BE SURVEYED AND SUBDIVIDED AS HEREON SHOWN, AS MY/OUR OWN FREE AND VOLUNTARY ACT AND DEED.

I/WE HEREBY DEDICATE FOR PUBLIC USE THE LANDS SHOWN ON THIS PLAT, INCLUDING BUT NOT LIMITED TO, THOROUGHFARES, STREETS, ALLEYS, WALKWAYS AND PUBLIC SERVICES: GRANT THE TELEPHONE, GAS, ELECTRIC AND ANY OTHER PUBLIC OR PRIVATE UTILITY EASEMENTS AS STATED AND SHOWN ON THIS PLAT, AND GRANT AND DECLARE THE STORM WATER DRAINAGE AND DETENTION EASEMENTS AS STATED AND SHOWN ON THIS PLAT.

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

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ AD 20\_\_\_\_  
OWNER(S): \_\_\_\_\_

**OWNER'S NOTARY CERTIFICATE**  
STATE OF ILLINOIS)  
COUNTY OF COOK) SS

I, \_\_\_\_\_ A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT \_\_\_\_\_ PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH \_\_\_\_\_ APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED THE PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL:  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ AD 20\_\_\_\_  
BY: \_\_\_\_\_ NOTARY PUBLIC

**OWNER'S MORTGAGE CERTIFICATE**  
STATE OF ILLINOIS)  
COUNTY OF \_\_\_\_\_) SS

I, \_\_\_\_\_ AS MORTGAGEE FOR THE LAND DESCRIBED IN THIS SUBDIVISION OR PLANNED UNIT DEVELOPMENT HEREBY CONSENTS TO SAID SUBDIVISION OR PLANNED UNIT DEVELOPMENT AS SHOWN AND DESCRIBED ON THIS PLAT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ AD 20\_\_\_\_  
BY: \_\_\_\_\_ TITLE: \_\_\_\_\_  
ATTEST: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS \_\_\_\_\_

**MORTGAGEE'S NOTARY CERTIFICATE**  
STATE OF ILLINOIS)  
COUNTY OF COOK) SS

I, \_\_\_\_\_ A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT \_\_\_\_\_ AND \_\_\_\_\_ OF \_\_\_\_\_ RESPECTIVELY THE \_\_\_\_\_ AND \_\_\_\_\_ OF \_\_\_\_\_ 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 ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ AD 20\_\_\_\_  
BY: \_\_\_\_\_ NOTARY PUBLIC

**SCHOOL DISTRICT CERTIFICATE**  
STATE OF ILLINOIS)  
COUNTY OF \_\_\_\_\_) SS

THIS IS TO CERTIFY THAT TO THE BEST OF MY/OUR KNOWLEDGE, I/WE THE UNDERSIGNED AS OWNER(S)/TRUSTEE OF THE PROPERTY, WHICH WILL BE KNOWN AS MIERZWA SUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF:

ELEMENTARY SCHOOL DISTRICT: \_\_\_\_\_  
HIGH SCHOOL DISTRICT: \_\_\_\_\_  
JUNIOR COLLEGE DISTRICT: \_\_\_\_\_

IN \_\_\_\_\_ COUNTY, ILLINOIS.  
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ AD 20\_\_\_\_  
BY: \_\_\_\_\_ OWNERS'/TRUSTEE

**SCHOOL DISTRICT'S NOTARY CERTIFICATE**  
STATE OF ILLINOIS)  
COUNTY OF COOK) SS

I, \_\_\_\_\_ A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH \_\_\_\_\_ APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT \_\_\_\_\_ SIGNED THE SUBDIVISION PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL:  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ AD 20\_\_\_\_  
BY: \_\_\_\_\_ NOTARY PUBLIC

**SURFACE WATER DRAINAGE CERTIFICATE**  
STATE OF ILLINOIS)  
COUNTY OF \_\_\_\_\_) SS

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

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ AD 20\_\_\_\_  
BY: \_\_\_\_\_ OWNER(S) / TRUSTEE / OR DULY AUTHORIZED ATTORNEY

**VILLAGE ENGINEER'S CERTIFICATE**  
STATE OF ILLINOIS)  
COUNTY OF COOK) SS

I, \_\_\_\_\_ VILLAGE ENGINEER OF THE VILLAGE OF LEMONT, COOK, WILL, AND DUPAGE COUNTIES, HEREBY CERTIFY THAT THE LAND IMPROVEMENTS IN THIS SUBDIVISION, AS SHOWN BY THE PLANS AND SPECIFICATIONS THEREFOR, MEET THE MINIMUM REQUIREMENTS OF SAID VILLAGE AND HAVE BEEN APPROVED BY ALL PUBLIC AUTHORITIES HAVING JURISDICTION THEREOF.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ AD 20\_\_\_\_  
BY: \_\_\_\_\_ VILLAGE ENGINEER

**VILLAGE TREASURER'S CERTIFICATE**  
STATE OF ILLINOIS)  
COUNTY OF COOK) SS

I, \_\_\_\_\_ VILLAGE TREASURER OF THE VILLAGE OF LEMONT, COOK, WILL, AND DUPAGE COUNTIES, DO HEREBY CERTIFY THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS, OR ANY DEFERRED INSTALLMENTS OF ANY OUTSTANDING UNPAID SPECIAL ASSESSMENTS WHICH HAVE NOT BEEN DIVIDED IN ACCORDANCE WITH THE PROPOSED SUBDIVISION AND DULY APPROVED BY THE COURT THAT CONFIRMED THE SPECIAL ASSESSMENT.

DATED AT LEMONT, \_\_\_\_\_ COUNTY, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ AD 20\_\_\_\_  
BY: \_\_\_\_\_ VILLAGE TREASURER

**PRESIDENT & BOARD OF TRUSTEES CERTIFICATE**  
STATE OF ILLINOIS)  
COUNTY OF \_\_\_\_\_) SS

APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK COUNTY, ILLINOIS, AT A PUBLIC MEETING HELD:

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ AD 20\_\_\_\_  
BY: \_\_\_\_\_ PRESIDENT  
ATTEST: \_\_\_\_\_ VILLAGE CLERK

**COOK COUNTY HIGHWAY DEPARTMENT CERTIFICATE**

THE FOLLOWING CERTIFICATE RELATES TO THE COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS ENTRANCE PERMIT NUMBER \_\_\_\_\_

STATE OF ILLINOIS)  
COUNTY OF DUPAGE) SS

THIS PLAT HAS BEEN APPROVED BY THE COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS WITH RESPECT TO ROADWAY ACCESS PURSUANT TO 785 ILCS 205/2. HOWEVER, A HIGHWAY PERMIT CONFORMING TO THE STANDARDS OF THE COOK COUNTY HIGHWAY DEPARTMENT IS REQUIRED BY THE OWNER OF THE PROPERTY FOR THIS ACCESS.

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ AD 20\_\_\_\_  
SUPERINTENDENT OF TRANSPORTATION AND HIGHWAYS  
COOK COUNTY, ILLINOIS

**STATE OF ILLINOIS HIGHWAY CERTIFICATE**  
STATE OF ILLINOIS)  
COUNTY OF COOK) SS

THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION WITH RESPECT TO ROADWAY ACCESS PURSUANT OF 820 ILCS 5/10-1 TO REVISE THE LAW IN RELATION TO PLATS, AS AMENDED, A PLAN THAT MEETS THE REQUIREMENTS CONTAINED IN THE DEPARTMENTS' POLICY ON PERMITS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS" WILL BE REQUIRED BY THE DEPARTMENT.

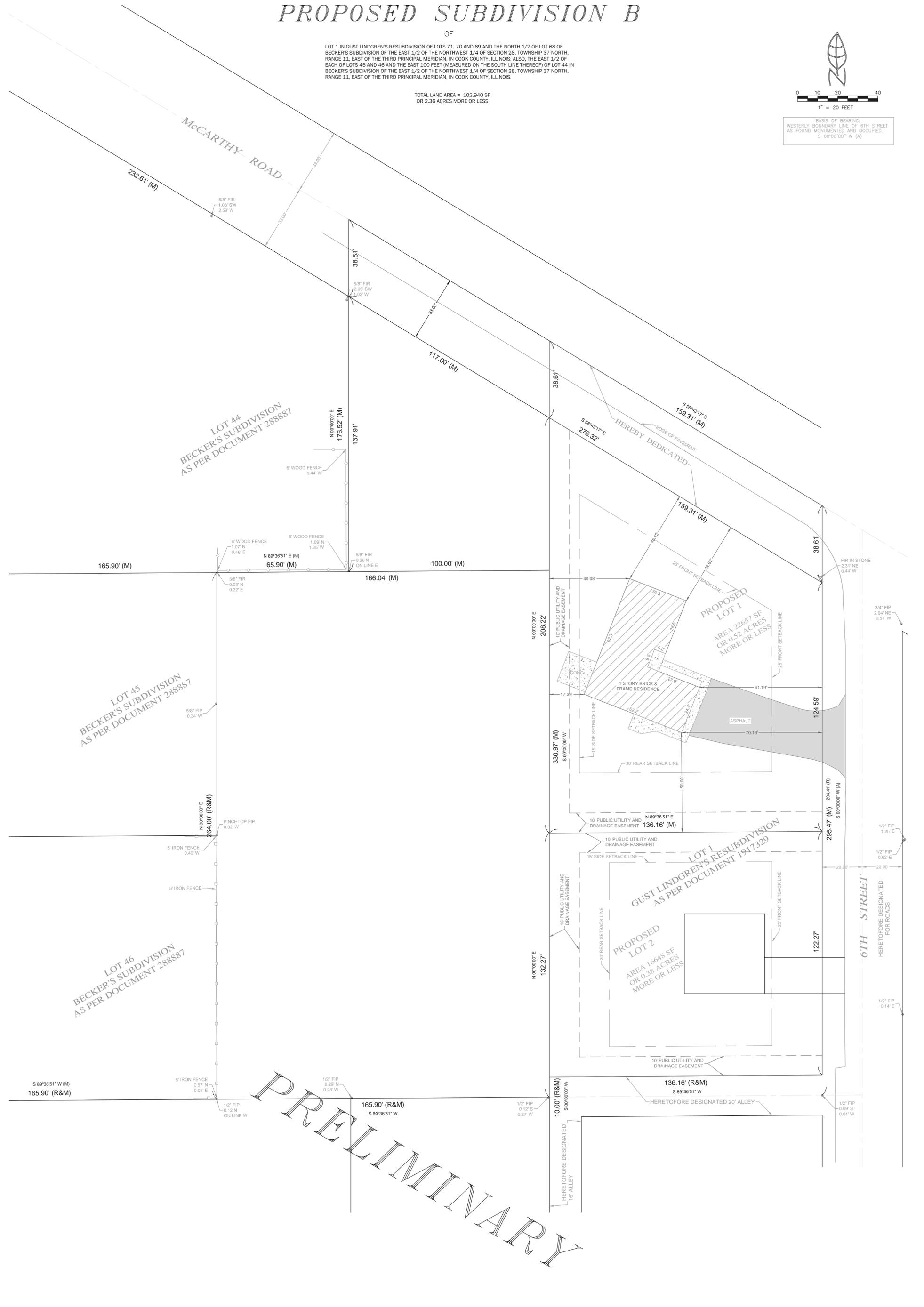
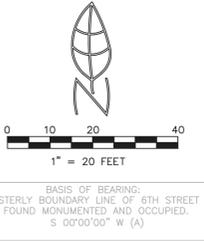
DEPUTY DIRECTOR OF HIGHWAYS,  
REGION ONE ENGINEER

# PROPOSED SUBDIVISION B

OF

LOT 1 IN GUST LINDGREN'S RESUBDIVISION OF LOTS 71, 70 AND 69 AND THE NORTH 1/2 OF LOT 68 OF BECKER'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; ALSO, THE EAST 1/2 OF EACH OF LOTS 45 AND 46 AND THE EAST 100 FEET (MEASURED ON THE SOUTH LINE THEREOF) OF LOT 44 IN BECKER'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TOTAL LAND AREA = 102,940 SF  
OR 2.36 ACRES MORE OR LESS



PRELIMINARY

DATE	
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3	
4	
5	
6	



**Morris Engineering, Inc.**  
Civil Engineering • Consulting  
Land Surveying  
515 Warrenville Road, Lisle, IL 60532  
Phone: (630) 271-0770  
Survey: (630) 271-0599  
FAX: (630) 271-0774  
Website: www.ecivil.com

PROPOSED SUBDIVISION B  
McCARTHY ROAD & 6TH STREET  
LEMONT, ILLINOIS

FIELD CREW: GB  
DRAWN BY: CJS  
CHECKED BY: TC  
APPROVED BY: TC  
DATE: 7/25/2017  
SCALE: HORIZ 1"=20'  
VERT NONE

SHEET  
**1**  
OF 1 SHEETS  
PROJ # 17-05-1002