AGENDA FOR PINGREE GROVE
PLANNING AND ZONING COMMISSION MEETING
Municipal Center, 555 Reinking Rd, Pingree Grove, IL  60140
Second Floor Board Meeting Room

Monday, December 2, 2019
6:00 p.m.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. APPROVAL OF MINUTES
   a. Approval of Minutes from June 17, 2019 (Page 3)

5. PUBLIC HEARINGS:
   a. Conduct of a Public Hearing to Consider the Rezoning of Certain Property
to a combined C-1 / I-1 Commercial/Industrial Zoning District within a
Planned Unit Development Designation, with specific permitted and
prohibited uses, development standards and related planning and
zoning requirements (Central Tree)
      i. Open Public Hearing
      ii. Public Comment
      iii. Close Public Hearing
   b. Conduct of a Public Hearing to Consider the Rezoning of Certain Property
to a C-1 Commercial Zoning District with a Planned Unit Development
Designation, with specific permitted and prohibited uses, development
standards and related planning and zoning requirements (former Village
Hall)
      i. Open Public Hearing
      ii. Public Comment
      iii. Close Public Hearing
c. Conduct of a Public Hearing regarding consideration of Amendments to Village Code, including Chapter 2 (Definitions), Chapter 5 (General Zoning Provisions), Chapter 6 (Residence District), Chapter 9 (Planned Unit Developments) and miscellaneous other provisions relating to the zoning, regulation, planning, signage and location of cannabis-related businesses

   i. Open Public Hearing
   ii. Public Comment
   iii. Close Public Hearing

6. ITEMS FOR SEPARATE ACTION

   a. Approval of recommendation regarding Rezoning of Certain Property (Central Tree) (Page 5)

   b. Approval of recommendation regarding Rezoning of Certain Property (former Village Hall) (Page 67)

   c. Approval of recommendation regarding Amendments to Village Code relating to the zoning, regulation, planning, signage and location of cannabis-related businesses (Page 117)

7. OLD BUSINESS

8. NEW BUSINESS

9. ADJOURNMENT
MINUTES FOR PUBLIC HEARING FOR ZONING VARIANCE REQUEST
AND
PLANNING AND ZONING COMMISSION MEETING
Village Municipal Center, 14N042 Reinking Rd, Pingree Grove, IL  60140

Monday, June 17, 2019
6:00 p.m.

1. CALL TO ORDER
Chairman Smith called the meeting to order at 6:10 pm to accommodate anyone who may have gone to the Municipal Center.

2. PLEDGE OF ALLEGIANCE
The Pledge of Allegiance was recited by all.

3. ROLL CALL
The Roll was called. Answering present were Chairman Smith and Planning Commissioners: Eckert, Sutton, Grant, Nowosielski, Book, and Schliesmann. Also present were: Village Manager Dean Frieders, and Village Clerk Dawn Grivetti. The requestor, Rafal Rapacz was also present.

4. PUBLIC HEARING: Conduct of a Public Hearing to Consider a Request For a Zoning Variance at 1795 Prospect Circle, Pingree Grove, IL
   A. Open Public Hearing - Chairman Smith opened the hearing at 6:11pm.
   B. Public Comment - Village Manager Frieders presented the unique circumstances regarding the request detailing the proposed location of the swimming pool and the hardship in conforming to Village Code.
   C. Close Public Hearing - Hearing no further comments from the public, the hearing was closed at 6:15pm.

5. APPROVAL OF MINUTES
Commissioner Eckert made a motion, seconded by Commissioner Grant to approve the Public Hearing and Planning and Zoning Commission meeting minutes from September 17, 2018. A Voice Vote determined all responded aye, and the motion carried.
6. **ITEMS FOR SEPARATE ACTION**
   A. **Discussion/Approval of Recommendation Regarding a Pool Variance Request for 1795 Prospect Circle, Pingree Grove, IL**

   Following a discussion regarding the petition, the Commission recommended a change to #5 under the Finding of Fact and Recommendation extending the time to reinstall the pool to one full year instead of 30 days.

   Commissioner Nowosielski made a motion, seconded by Commissioner Sutton to adopt the findings of fact as amended to extend the time in item #5 to one year, and recommend approval of the variation request for 1795 Prospect Circle.

7. **OLD BUSINESS**
   There was no old business discussed.

8. **NEW BUSINESS**
   There was no new business discussed.

9. **ADJOURNMENT**
   A motion was made by Commissioner Sutton seconded by Commissioner Nowosielski to adjourn the meeting. A voice vote determined all responded aye, and the motion carried. The meeting was adjourned at 6:18pm.
Meeting Date: December 2, 2019

Item: Approval of Ordinance 2019-O-49, Providing for the Annexation of the Central Tree property, the Rezoning of said Property to a C-1/I-1 Planned Unit Development, and the Approval of an Annexation and Development Agreement therefor

Plan Commission Motion: I move to recommend approval of the rezoning of the Central Tree Property to a C-1/I-1 combined Planned Unit Development zoning district.

Board Motion: I move to approve Ordinance 2019-O-49, providing for the annexation, rezoning, and approval of an annexation agreement for the Central Tree Property.

Staff Contact: Dean Frieders, Village Manager
Mick Gronewold, Village Engineer
Chris Heinen, Village Planner

Purpose: This item approves of the annexation and preliminary rezoning of the Central Tree property.

Background: The Village was recently approached by the contract purchasers of the Morse Farm, a 20-acre triangular parcel of property located across Route 20 from the existing Bell Land commercial/industrial development. The contract purchasers, Central Tree & Mulch, are seeking to purchase the property, annex it to the Village, and have it rezoned to a Commercial/Industrial PUD so that they can relocate their mulch production and retail sales facility to the site.

Central Tree has a very preliminary concept plan showing potential development of the site. No preliminary (or final) engineering has been completed. Central Tree is seeking to annex and rezone the land so that they can satisfy financing contingencies and close on the purchase of the
property. The Village Planner and Engineer have reviewed the concept plans and have provided preliminary comment.

The annexation and development agreement is based upon the development standards utilized in the Bell Land PUD located immediately across the street. The setbacks, screening standards, architectural standards and related requirements are directly pulled from the Bell Land PUD approvals, as those standards have proven effective in addressing that similar commercial/industrial use. Separately, as the only plans that have been submitted are very general concept plans, the Village has reserved full review and consideration of approval of the proposed preliminary or final plans that will be required to be submitted prior to development occurring on the property. The developer may engage in limited at-risk activity (site clearing and mass grading), but will have to obtain final plan approval from the Village prior to engaging in any vertical construction. The proposed final plans will return to the Plan Commission and the Village Board prior to their approval. The use list included herein is more descriptive in the list of special and prohibited uses, in order to ensure that any on-site development is high quality and consistent with the Village’s future growth plans.

Central Tree has provided a marked-up copy of the concept plan outlining their general plans for the property. The mulch area will be used for storing finished, processed mulch, and the future expansion area is for the mulch yard. The developer proposes to lease a portion of the property to other companies that may wish to engage in on-site contractor yard usage (denoted as the rental area on the plans). As the developer needs additional area, the rental area would be reduced and replaced with additional space for Central Tree.

**Options:**

1. **Approve the Ordinance.** This recommended option allows the Village to proceed forward with the annexation and development of the property, and allows the developer to close on the property and proceed with the purchase.

2. **Amend the Ordinance.** The Village could amend the ordinance, or its standards or setbacks to alter the nature of the development. This is not recommended, as the existing Bell Land standards are proving highly effective.

3. **Do not Approve the Ordinance.** If the Village Board chooses to not approve the ordinance, the property will not be annexed or rezoned, and the developer will not relocate its business to the Village.

**Financial Impact:**
The developer does engage in retail (taxable) sales of mulch, which will produce revenue for the Village at the Village’s 1% sales tax rate. In addition, the property would pay a one-time impact fee to the Village of $2,000 per net developable acre (likely to be 14-16 net developable acres), which fee would be paid within 30 days of the date of final plat approval for the site.

**Recommendation:**
It is recommended to approve the ordinance, and to permit continuing growth and development in the Village.
NOTE: WETLAND DELINEATION COMPLETED BY MIDWEST ECOLOGICAL (AUGUST 13, 2019).

STORMWATER MANAGEMENT: Note that the detention areas shown above have been provided by the contract purchaser/client and will require verification for size and location to be based on site-specific topography (to be surveyed on-site with linear channel cross-sections) and stormwater calculations and modeling to be completed based on Kane County, Village of Pingree Grove, and Village of Hoffman Estates requirements to confirm location, depth, size and a viable discharge method and location.

WETLANDS & MITIGATION: In order to finalize a viable site plan a full wetland delineation report and permitting will be required. Per the direction of the contract purchaser/client, the concept plan shown above assumes that the farmed wetland channel near the center of the site can be filled in order to unify the site to become a larger single development area. Permitting and costs for this proposed mitigation need to be verified in order to make final site planning decisions.
PLANNING CONSULTANTS MEMORANDUM

Date: November 22, 2019
To: Chairman and Planning and Zoning Commission Members
    Village of Pingree Grove
From: Rolf Campbell Associates
    Village Planning & Zoning Consultant
Re: Central Tree Annexation

Pursuant to your request, we have reviewed the annexation agreement and concept plan for Central Tree annexation located along Route 20 across from the Bell Land development.

Location Map
Concept Plan

Land Uses

**Industrial:**
The Applicant is proposing the site to be mainly used for an industrial use with several areas for storage of landscaping material. The proposed parking lot and building appear to have adequate setbacks from Route 20 but would need to be reviewed closer at time of Final Plan approval. I am concerned about the area designated for Outdoor Storage/Display/Landscaping & Signage areas. We would need to see more detail on what the intent of this area is to be used for. The Applicant is proposing several areas of outdoor storage, mulch yard, etc. very close to Route 20. As with the Bell Land development across the street, these would need to be screened appropriately and potential setback further from the ROW.

**Open Space:**
There are several areas depicted as wetland and open space and covers a portion of the property.
Access

The Applicant is proposing one access point off of Route 20 and will create a full intersection with the Bell Land development. We defer to the Village Engineer for comments regarding this access point.

Comprehensive Plan

The current comprehensive plan indicates single-family detached as the future land use. While this is the adopted plan, I would tend to disagree with this land use as the corridor is becoming more of an industrial or commercial end user type land use. The Village may want to look at a minor update to the Comp Plan to address the Route 20 corridor.

Annexation/Zoning

Upon annexation of the Property, the Village will enact such ordinances as are necessary to rezone the property to Planned Unit Development-Commercial / Industrial. In addition to the annexation and rezoning of the property, an annexation agreement will be in place to regulate the bulk restrictions of each of the zoning districts and will outline the overall architectural guidelines.
At such time as the Developer proposes to proceed forward with final plans for consideration and approval by the Village, the Developer shall submit to the Village detailed Final Plans including full site plans with civil engineering plans and related calculations, full building floor plans and elevations, inclusive of color schemes and building materials, landscaping plans, lighting plans, screening plans, signage plans and related planning and civil engineering plans as required by the Village Planner or Village Engineer.

Staff will be available at the meeting to discuss the development and answer any questions the Village may have.
November 25, 2019

Mr. Matt D’Amico
Damico Property
3030 Salt Creek Lane
Suite 145
Arlington Heights, Illinois 60005

Re: Preliminary Concept Plan Review
Central Tree Site

On behalf of the Village of Pingree Grove, Fehr Graham has reviewed the preliminary concept plan for the above-referenced property that is intended to be annexed into the Village. The data was reviewed for compliance with Village of Pingree Grove Code and Construction Standards. We reserve final comments and review upon submission of final plans. Our engineering review has generated the following comments:

General Comments:

1) An Illinois Department of Transportation (IDOT) Highway Access permit will need to be granted by District 1 to allow an entrance off of Route 20 in this location. This may or may not require traffic study components due to being aligned with Bell Road to the northwest. It’s not anticipated that the IDOT would require roadway improvements (right turn lanes, deceleration lanes, acceleration lanes, etc.), but that is ultimately under their purview. Should IDOT indicate the need for right of way to be dedicated, this will be required by the developer.

2) Typically the Village would require the property owner to extend water and sewer to the SE extents of the property along IL Route 20 per 12-4E-1 and 12-4C-1 of the Village code, but considering the fact that Elgin’s boundary encroaches and the forest preserve is also present, it is our understanding that the Village does not intend on requiring these extensions by the property owner at this time.

3) If there is any intention of having multiple lots or multiple buildings needing water and sewer service, there should be consideration given to extending water and sewer main to the other side of IL Route 20. If the main is extended, Illinois Environmental Protection Agency (IEPA) permits would be required, but multiple services could be connected to the mains for future development. If no main is extended and future development of the parcel occurs, separate water and sewer service lines would need to be bored underneath IL Route 20. Keep in mind that IEPA does not approve dead-end water mains, so it is likely that if a water main extension were completed, the developer would likely have to loop the water main back into the other side of IL Route 20. Whether mains or services are installed, IDOT permits will be required to cross IL Route 20. If there is any intention to subdivide or have multiple users of water/sewer, the Village will require water and sewer mains to be extended. Also note that water main extensions may be required for the installation of fire hydrants, based upon final engineering review.
4) Please know that per Village Ordinance 12-4E-4, it requires that fire department connections be within 150 feet of a hydrant. It is not known at this time whether or not there will be a fire department connection (FDC) for the building indicated in the concept plan, but should there be an FDC, a fire hydrant may need to be installed by the developer via a looped main which will be based on final engineering plan review and the requirements of IDPH and IEPA.

5) Plans should show the site access roadways as private roadway/driveway and cross-access easements will be required to be noted on the plat.

6) Should wetlands be impacted, US Army Corps of Engineers permitting will be required prior to any work being initiated. Also, the Village will require compliance with the Kane County Stormwater Ordinance. These shall be the two controlling requirements related to wetland impacts.

7) We understand that this is a concept drawing, but in the hand sketch concept, there doesn’t appear to be amenities such as curb and gutter that are referenced in Title 12 of the Pingree Grove code. These items will need to be accommodated during the preliminary/final engineering phase.

8) The Village will require Municipal Utility Easements (MUE) and Public Utility Easements (PUE) on the final plans based upon review thereof.

9) The surfaces of drive aisles and parking areas shall be noted on the final plans. The developer has tentatively proposed asphalt crushings, which does not comply with minimum Village standards.

Please feel free to contact me if you have any questions or concerns. If you would like to meet to discuss this project further, please call me at 815.394.4700.

Respectfully Submitted,

[Signature]

Seth W. Gronewold, PE
Project Engineer

SWG:cld
AN ORDINANCE APPROVING THE ANNEXATION, ANNEXATION AGREEMENT, REZONING AND DESIGNATION AS A C-1/I-1 PLANNED UNIT DEVELOPMENT FOR THE CENTRAL TREE PROPERTY FOR THE VILLAGE OF PINGREE GROVE, KANE COUNTY, ILLINOIS


Ordinance NO. 2019-O-49

AN ORDINANCE APPROVING THE ANNEXATION, ANNEXATION AGREEMENT, REZONING AND DESIGNATION AS A C-1/I-1 PLANNED UNIT DEVELOPMENT FOR THE CENTRAL TREE PROPERTY FOR THE VILLAGE OF PINGREE GROVE, KANE COUNTY, ILLINOIS


PUBLISHED IN PAMPHLET FORM BY THE BOARD OF TRUSTEES OF THE VILLAGE OF PINGREE GROVE, KANE COUNTY, ILLINOIS THIS 2ND DAY OF DECEMBER, 2019.

WHEREAS, the Village of Pingree Grove is not a home rule municipality within Article VII, Section 6A of the Illinois Constitution and, pursuant to the powers granted to it under 65 ILCS 5/1-1 et seq.; and,

WHEREAS, the Planning and Zoning Commission of the Village of Pingree Grove did, on December 2, 2019, conduct a public hearing regarding the proposed rezoning of the Central Tree property legally described in the attached Exhibit 1 (“the Property”), and did recommend such rezoning with the adoption of the Findings of Fact attached hereto as Exhibit 2; and,

WHEREAS, the Board of Trustees of the Village of Pingree Grove, Kane County, Illinois did, on December 2, 2019, conduct a public hearing regarding the proposed annexation of the Property; and,

WHEREAS, both public hearings were conducted pursuant to notice as required by law, and all procedural requirements antecedent to the consideration of approval of the annexation, approval of an annexation agreement, and rezoning of the Property have been satisfied; and

WHEREAS, the Village of Pingree Grove Board of Trustees wish to approve of the annexation of the Property pursuant to the terms of the Annexation Agreement attached hereto as Exhibit 3 (which the Board has relied upon in considering the voluntary annexation of the property and the extension of benefits to the Property), along with the approval of the Annexation Agreement, and the approval of the rezoning of the Property to a C-1/I-1 Planned Unit Development; and,

WHEREAS, the Village of Pingree Grove has heretofore complied with all relevant provisions of all other applicable statutes, ordinances and regulations as required by law;
NOW, THEREFORE, BE IT ORDAINED by the corporate authorities of the Village of Pingree Grove:

SECTION ONE: ANNEXATION AGREEMENT APPROVED.
The Village Board hereby approves of the Annexation Agreement attached hereto as Exhibit 3, subject to such revisions as shall be acceptable to the Village President with the recommendation of Village staff, and authorizes its execution and full approval. The Village Clerk is directed to record the Annexation Agreement, this Ordinance and all related documents once executed and prepared for recordation. Such recording shall be at the cost of the Developer, as identified in the Annexation Agreement. The Clerk shall be authorized to reproduce this Ordinance in one or more counterparts, or one or more sections, if required to comply with the applicable recordation requirements of Kane County.

SECTION TWO: ANNEXATION APPROVED.
The Village Board does hereby approve the voluntary annexation of the Property, pursuant to the Plat of Annexation attached hereto as Exhibit 4, and does authorize its execution and recording.

SECTION THREE: REZONING APPROVED.
The Village Board does hereby adopt the C-1/I-1 Planned Unit Development zoning designation for the Property pursuant to the terms of the Annexation Agreement and its exhibits.

SECTION FOUR: GENERAL PROVISIONS.
REPEALER: All ordinances or portions thereof in conflict with this ordinance are hereby repealed, amended to be consistent with this requirement, or superseded by this requirement.

SEVERABILITY: Should any provision of this ordinance be declared invalid by a court of competent jurisdiction, the remaining provisions will remain in full force and effect the same as if the invalid provision had not been a part of this ordinance.

EFFECTIVE DATE: This ordinance shall take effect as provided for under Illinois law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Pingree Grove, Kane County, Illinois, on the 2nd day of December, 2019 by roll call vote.

______________________________
Steve Wiedmeyer, President of the Board of Trustees of the Village of Pingree Grove

ATTEST:

______________________________
Shelly Jureczek, Clerk of the Village of Pingree Grove
Aye  Nay  Absent  Abstain

President Steve Wiedmeyer  ______  ______  ________  ________
Trustee Patricia Dulkoski  ______  ______  ________  ________
Trustee Joseph Hirschbein  ______  ______  ________  ________
Trustee Amber Kubiak  ______  ______  ________  ________
Trustee Charles Pearson  ______  ______  ________  ________
Trustee Luke Hall  ______  ______  ________  ________
Trustee Raúl Lemus  ______  ______  ________  ________

APPROVED this 2nd day of December, 2019.

____________________________________________
Steve Wiedmeyer, President of the Board of Trustees
of the Village of Pingree Grove

ATTEST:

____________________________________________
Shelly Jureczek, Clerk of the Village of Pingree Grove
Exhibit 1: Legal Description of the Property

That part of the Southeast 1/4 of the Northwest 1/4 of Section 32, Township 42 North, Range 7 east of the Third Principal Meridian, lying South of the following described line; Beginning at the point of intersection of the West line of the Southeast 1/4 of the Northwest 1/4 of said Section 32 with the South line of Illinois Route 20 as dedicated per Document Number 424667; thence Southeasterly along the Southerly line of said Route 20, a distance of 177.90 feet to a point of curvature in said line; thence Southeasterly along the curved Southerly line of said Route 20, being the arc of a circle convex to the Northeast and having a radius of 1597.28 feet, an arc distance of 383.86 feet to a point of tangency in said line; thence Southeasterly along said Southerly line of said Route 20, a distance of 338.53 feet to its intersection with a line drawn from the Southwest corner to the Northeast corner of the Southeast 1/4 of the Northwest 1/4 of said Section 32; thence Northeasterly along the last described line, 80.05 feet to its intersection with the North line of Illinois Route 20, as aforementioned; thence Southeasterly along said North line, 150.00 feet; thence Southwesterly along a line which is parallel to said line drawn from the Southwest corner to the Northeast corner of the Southeast 1/4 of the Northwest 1/4 of said Section 32, a distance of 80.05 feet to its intersection with the Southerly line of said Route 20; thence Southeasterly along the said Southerly line of Route 20, a distance of 761.41 feet to its intersection with the South line of the Southeast 1/4 of the Northwest 1/4 of said Section 32 and the terminus of said line, in Kane County, Illinois.

Containing 20.518 Acres more or less
Exhibit 2: Findings of Fact

VILLAGE OF PINGREE GROVE PLAN COMMISSION
FINDINGS OF FACT AND RECOMMENDATIONS
CENTRAL TREE PROPERTY

INTRODUCTION

The owners of the property legally described herein ("Owners") have petitioned the Village of Pingree Grove to annex and rezone a certain piece of property ("the Property"). Owners seek to have the property annexed and zoned as a Commercial/Industrial zoning district with a special use permit for Planned Unit Development, with all such special uses being conducted consistent with the Development Standards promulgated for the Property, and subject to the provisions of the Planned Unit Development Agreement for the Property.

The Owners have developed, in cooperation with the Village, a set of rigorous Development Standards, Plans and Use List, which are incorporated in a proposed development agreement attached hereto as Exhibit 3.

On December 2, 2019, the Village of Pingree Grove Plan Commission held a public hearing to consider a petition filed by the Owners with respect to the Property for approval of the following: (1) annexation and rezoning of the Property to a C-1/I-1 Commercial/Industrial Zoning District; (2) approval of a Special Use for the purposes described above; and, (3) approval of certain departures, exceptions and variations from Village codes and regulations necessary to permit development of the property in compliance with the Preliminary Plans and Development Standards (collectively, the “Requested Approvals”).

In accordance with the Zoning Ordinance, the Plan Commission makes these findings of fact and recommendations relative to the Property with respect to the Requested Approvals after careful consideration of the petition materials, testimony and exhibits submitted by the Owners, and their respective consultants and of the comments, testimony and materials submitted by the community.

1) ZONING OF THE PROPERTY, SPECIAL USE AND EXCEPTIONS THEREFOR:

FINDINGS OF FACT

Rezoning upon annexation of the Property to a C-1/I-1 Commercial/Industrial Zoning District. The Property is currently unincorporated and upon annexation would be automatically classified as the Village’s lowest intensity zoning classification. The Owners seek the rezoning and classification of the Property to a C-1/I-1 PUD Commercial/Industrial Zoning District. Permitted, Special and Prohibited uses shall be only those consistent with the Use List and the terms of the Planned Unit Development Agreement. The request is in the public interest and is not solely for the interest of the Owners when considered in light of the following matters:
The existing uses of property within the general area of the property in question. Agriculture use, commercial and open space are the primary uses of property within the general area of the Property. The property immediately across the street from the Property is the Bell Land commercial/industrial development, which presently has a nearly identical zoning designation. While the Village’s Comprehensive Plan identifies this property for potential residential use, given the use of property in the surrounding areas, the use of the Property for the zoning purpose proposed herein is consistent with existing uses.

The zoning classification of property within the general area of the property in question. The Property borders parcels which are classified in a C-1/I-1 Commercial/Industrial Zoning District, with P.U.D.

The suitability of the property in question to the uses permitted under the existing zoning classification. Upon annexation, the property would be zoned to single family residential zoning, which would not be suitable given the location and configuration of the property.

The trend of development, if any, in the general area of the property in question. The requested rezoning of the Property is consistent with a need to provide commercially/industrially zoned areas to provide commercial/industrial services for residential development in the area, and to further develop the Village’s non-residential tax base.

Projected use of the property, as indicated in the Comprehensive Plan. As noted above, the Village’s Comprehensive Plan is not consistent with existing uses in the area and the use proposed therein is not appropriate given the status of the Property.

Approval of a Special Use. The Owners seek a special use permit for Planned Unit Development, with all such special uses being conducted consistent with the Development Standards promulgated for the Property, the Preliminary Plans for the Property, and subject to the provisions of the Planned Unit Development Agreement for the Property.

Standards for Special Use Permit. The Special Use will not be detrimental to or endanger the public health, safety, comfort or general welfare. Inclusion of the Property as part of the Central Tree PUD will ensure that the Property is utilized appropriately, with respect to the unique nature and conditions of the area. Traffic from the Property will be accommodated by road infrastructure improvements being made in the area. The Property will be served by existing public infrastructure systems (including sanitary sewer and water service). These facts, when considered collectively, ensure that the Special Use will not be detrimental to the health, safety and welfare of the community.

The Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted, nor substantially diminish or impair property values within the neighborhood. The Property will be subject to rigorous standards of development and innovative concept plans, pursuant to the Planned Unit Development Agreement for the same, which shall contribute to enhanced property values.
The Special Use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district. The Special Use does not impede orderly development of surrounding properties.

Adequate utilities, access roads, drainage and/or necessary facilities have been, or are being, provided. The existing roadway network system coupled with proposed roadway system improvements for the area of the Property ensure adequate access roads are available or are being provided for the Property. The Property will be annexed to the Village and thus will benefit from the water, water storage, sanitary sewer, stormwater management systems being constructed.

Adequate measures have been, or will be, taken to provide ingress and egress so designed as to minimize traffic congestion in public streets. Adequate roadways are already in place to service the existing property and are in use for the existing uses. Site ingress and egress, as well as any proposed on-site roadways, will be subject to further review by the Village and the Illinois Department of Transportation.

The development shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the Village Board pursuant to the recommendations of the Plan Commission. The Village will require that the development on the Property will be constructed in accordance with all laws, rules and regulations and pursuant to all necessary permits or approvals that may be required. Notwithstanding the foregoing, the Plan Commission recommends approval of those exceptions and special uses provided for in the Planned Unit Development for the Property.

Standards for Development. The requested Special Use and Plans meet the standards of the Village regulations as set forth below.

The development of the Property conforms with the following objectives of the Village’s Comprehensive Plan:

To allow for the design of developments that are architecturally and environmentally innovative, and that achieve better utilization of land than is possible through strict application of standard zoning and subdivision controls. Inclusion of the Property in the Village will result in the better utilization of land and more architectural control. The annexation agreement includes comprehensive architectural control and an innovative review process for the same.

To encourage land development that, to the greatest extent possible, preserves natural vegetation, respects natural topographic and geologic conditions, and refrains from adversely affective flooding, soil, drainage, and other natural ecologic conditions. The Owners and the Village will work to so preserve natural conditions and avoid adverse impact. The Property contains a number of flood/wetland areas that will be accommodated by the approved final engineering plans for the Property.
To combine and coordinate architectural styles, building forms, and structural/visual relationships within an environment that allows mixing of different land uses in an innovative and functionally efficient manner. The proposed Property development is innovative and will contribute to the architectural diversity of the area.

To provide for abundant, accessible, and property located public open and recreation space, private open and recreation space, schools, and other public and private facilities. The Property is adequately serviced by existing and to-be-constructed public open and recreation space and other public and private facilities, shall provide additional recreational opportunities.

To promote the efficient use of land resulting in networks of utilities, streets and other infrastructure features that maximize the allocation of fiscal and natural resources. The inclusion of the Property in the Village will allow the Property to benefit from the water, water storage, sanitary sewer, stormwater management systems being constructed in the Village, thereby increasing the size and efficiency of those networks, as well as maximizing the allocation of natural resources within the Village.

To enable land developments to be completely compatible and congruous with adjacent and nearby land developments. The inclusion and development of the Property as part of the Village will give the Village adequate control to ensure that the Property is developed in a manner that is compatible with nearby uses.

To ensure that development occurs at proper locations, away from environmentally sensitive areas, and on land physically suited to construction. The development of the Property will not disturb any environmentally sensitive areas. The Owners have determined that the Property is physically suited for the proposed construction and use, and the Property shall be developed in conformity with the applicable federal, state, county and local environmental regulations.

To allow unique and unusual land uses to be planned for and located in a manner that ensures harmony with the surrounding community. The inclusion of the Property in the Village will create more opportunity for unique land uses and provide harmony with the surrounding community.

To create a method for the permanent preservation of historic building and/or landmarks. As the Plan Commission has not received any evidence or testimony as to the presence of any historic buildings and/or landmarks on the Property, this standard is not applicable.

The Property will be under single ownership and/or unified control. The Owners have represented in their petition that they are the single owners of the Property and that they or their successor(s) will have sole ownership and control of the Property during construction.

The proposed uses are of a type and so located as to exercise no undue detrimental influence upon surrounding properties. The proposed uses of the Property are consistent with surrounding uses approved for the area, and will not endanger the public health, welfare, or safety, nor shall it substantially diminish or impair property values in the neighborhood in which it is to be located.
The proposed uses are of a character and contain such uses that are needed in the area. The proposed uses are needed in the area.

The net density of the development will generally correspond to the net density regulations imposed by the underlying zoning district. The Property will meet the Village’s requirements for planned unit developments with respect to space between buildings, yards, building height, parking requirements, ingress and egress, and compliance with applicable subdivision regulations.

Exceptions. In connection with the requested Central Tree Special Use the Owners have requested that the certain exceptions from the Village’s zoning and subdivision regulations. Said exceptions are those necessary to permit the usage of the Development Standards, Use List and Preliminary Plans for the C-1/I-1 Commercial/Industrial Zoning District PUD designation. All plans developed for the Property shall be subject to revision consistent with the comments of Village Staff including the Village Planner and Village Engineer. The Plan Commission finds that such exceptions are appropriate for the Property, and that the proposed zoning is appropriate provided that all uses are governed by the Planned Unit Development Agreement and Use List.
RECOMMENDATIONS

Based on the foregoing findings, the Plan Commission recommends that the C-1/I-1 zoning designation, with a special use permit for Planned Unit Development, with all such special uses being conducted consistent with the Use List and Development Standards promulgated for the Property, and subject to the provisions of the Planned Unit Development Agreement for the Property, and with the above-referenced exceptions and variations, be granted for the Property, subject to the following conditions:

(None).

____________________________
Robert Smith
Chairman, Village of Pingree Grove Plan Commission

Dated: December 2, 2019
Exhibit 3: Annexation and Development Agreement
Central Tree Annexation Agreement

11.21.19 DMF

This Annexation and Development Agreement (the "Agreement") is made and entered the____ day of December, 2019 by and among the Village of Pingree Grove, an Illinois municipal corporation located in Kane County, Illinois, (the "Village"), Central Tree & Landscape Mulch, LLC (“Developer”) and Morse Farm (“Owner”). As of the date of the closing of the sale of the Property (described in Recital A and Exhibit A herein) to Developer by Owner (anticipated to occur on December 20, 2019), any references herein to “Owner” and any attendant obligations thereto of Owner shall be interpreted also as applicable solely to Developer. The Village, Owner, and the Developer are collectively referred to as “Parties” and individually referred to as a “Party.”

RECITALS

A. The Owner is the Owner of record of real property situated on Illinois Route 20 in Kane County, Illinois, which property is legally described on Exhibit A attached hereto and incorporated herein by reference as the “Property”.

B. The Owner proposes to annex the Property and the Developer proposes to develop it as a commercial / industrial property in accordance with the Conceptual Plans attached hereto as Group Exhibit "B", and incorporated herein by reference (collectively, the "Concept Plans").

C. The Parties desire to enter into this Agreement pursuant to the provisions of 65 ILCS 5/11-15.1-1, et. seq., in accordance with the terms and conditions hereinafter set forth.
D. The Property is not presently located within the corporate limits of any municipality, but is contiguous to and may be annexed to the Village as provided in 65 ILCS 5/7-1-1, et seq, and this Agreement provides for the annexation of the Property, subject to the terms of this Agreement, as a voluntary, Owner-initiated annexation.

E. Owner seeks to provide for the immediate annexation of the Property to the Village and the rezoning of the Property by the Village as set forth herein; provided, however, that the execution and fulfillment of the development pursuant to any approved Final Plans shall be the sole responsibility of the Developer, consistent with the Developer also becoming the Owner by and through the closing of the sale of the Property from Owner to Developer on December 20, 2019. In the event that said closing fails to occur within thirty days of the date listed in this recital (E), this agreement shall, at the sole option of the Village, either continue in effect or become null and void.

F. The Owner represents to the Village that there are no electors that reside on the Property.

G. The Village acknowledges that the Developer's proposed use of the Property as set forth in this Agreement, will be compatible with and will further the planning objectives of the Village and that the annexation of the Property to the Village will be of benefit to the Village, will extend the corporate limits and jurisdiction of the Village, will permit orderly growth, planning and development of the Village, will increase the tax base of the Village, and will promote and enhance the general welfare of the Village and its residents. The Owner acknowledges that the Village is not obligated to annex or provide services to the Property, and that the Village’s agreement to annex the Property, to rezone the Property in accordance with the provisions of this Agreement, to provide access to public utility services and other Village services, and to otherwise perform the Village’s obligations under this Agreement constitutes valuable, bargained-for consideration that benefits the Owner and the Property.

H. The Village acknowledges and the Owner agrees that a Planned Unit Development-Commercial/Industrial zoning designation, as provided under the Village zoning ordinance, will be the most appropriate zoning classifications for the development of the respective portions of the Property as depicted on the Concept Plans.

I. The Village has agreed to annex the Property to the Village concurrently with the approval of this Agreement, and has agreed to zone the Property as hereinafter described, upon the appropriate petition(s) of Owner being duly filed with the Village Clerk, including all necessary supporting materials and documentation as outlined herein and in the Village’s zoning ordinance.
J. Pursuant to the applicable provisions of 65 ILCS 5/7-1-1 et seq., a proposed Annexation Agreement similar in substance and in form to this Agreement was submitted to the President and Village Board of the Village (hereinafter collectively referred to as the "Corporate Authorities") and a public hearing was held thereon pursuant to notice, as provided by statute.

K. Pursuant to notice, as required by statute and ordinance, public hearings were held by the Village’s Plan Commission on the requested zoning of the Property, and the findings of fact and recommendations made by said body relative to such requests have been forwarded to the Corporate Authorities.

L. All other and further notices, publications, procedures, public hearings and other matters attendant to the consideration and approval of this Agreement and the annexation and rezoning of the Property have been given, made, held and performed by the Village as required by the Illinois Municipal Code, and all other applicable statutes, and all applicable ordinances, regulations and procedures of the Village. This Agreement is made and entered into by the Parties pursuant to the provisions of 65 ILCS 5/11-15.1-1.

M. The Corporate Authorities have duly considered all necessary matters to enter into this Agreement, have considered the recommendations of the Village’s Plan Commission in connection with the proposed zoning of the Property and have further duly considered the terms and provisions of this Agreement and have, by an ordinance duly adopted by a vote of two-thirds (2/3) of the Corporate Authorities then holding office, authorized the President to execute, and the Village Clerk to attest, this Agreement on behalf of the Village.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements herein made, the Parties hereby agree as follows:

ARTICLE I
RECITALS

The Parties acknowledge that the statements and representations contained in the recitals, both inclusive of the foregoing recitals are true and accurate and incorporate such recitals into this Agreement as if fully set forth in this Article I.

ARTICLE II
ANNEXATION OF THE PROPERTY

The Owner has previously filed a petition for annexation with the Village Clerk. Upon approval of this Agreement, the Corporate Authorities shall proceed, subject to
the terms and conditions set forth in this Agreement, to annex the Property to the Village and do all things necessary or appropriate to cause the Property to be validly annexed to the Village. All ordinances, plats, affidavits and other documents necessary to accomplish annexation shall be recorded by the Village at Developer’s expense. Developer shall develop the Property in accordance with this Agreement and shall not petition to disconnect any portion or all of said Property from the VILLAGE hereafter.

ARTICLE III

ZONING OF THE PROPERTY

A. Default Zoning. Upon annexation of the Property, the Corporate Authority shall enact such ordinances as are necessary to rezone the Property to Planned Unit Development-Commercial/Industrial, in accordance with the Concept Plans and the terms of this Agreement. The Concept Plans, as amended in accordance with the requirements of this Agreement, shall serve as the basis of development for the Property, and all development shall be in substantial conformity with the Concept Plans and the terms and conditions of this Agreement. No residential housing or occupancy of any kind shall be permitted on the Property.

B. “PUD-C” Provisions. It is herein agreed that the PD-C zoning for the property shall include the following provisions and restrictions:

1. Permitted, Special and Prohibited Uses: The uses allowed on the Property shall be limited to those described in Exhibit C to this Agreement. Should the Village later adopt any ordinance permitting the conduct of cannabis-related businesses within areas of the Village zoned as commercial or industrial, such uses shall be deemed a special use for the Property.

2. Parking Provisions: Parking shall conform to the requirements of the Village Code and shall only be permitted on concrete, asphalt or other hard (non-gravel/non-dirt) surface in accordance with Village Code. No inoperable motor vehicle (as defined by Village Code or state statute) shall be permitted to be stored or parked upon the Property in any location.

3. Permitted Outdoor Storage:

   a. Outdoor dumpsters, trash compactors, and similar rubbish disposal facilities shall be permitted within the Property, provided that all such facilities shall be completely screened from view with either landscaping and/or a wall or fence constructed of materials and colors matching the principal building it services.
purposes of this subsection, “similar rubbish disposal facilities” shall include development-specific rubbish containers (e.g. grease containers for restaurant use). Any such proposed outdoor rubbish disposal facilities and their related landscaping/screening shall be subject to prior review and approval by the Village Board through the approval of the Final Plans to confirm compliance with this section.

b. Bulk landscaping materials including but not limited to mulch, gravel, decorative stone, boulders and other similar landscaping materials ("Bulk Materials") shall be permitted to be stored on the Property in accordance with the following guidelines:

i. All screening requirements of this Agreement shall be complied with.

ii. Any Bulk Materials stored within 100’ of the right of way of Route 20 shall be maintained in piles of not greater than 20’ in height.

iii. Any Bulk Materials stored further than 100’ of the right of way of Route 20 shall be maintained in piles of not greater than 45’ in height.

iv. Any storage areas for Bulk Materials shall be maintained in a neat and orderly fashion and delineated by walls, concrete bunker-blocks or another similar material.

v. No Bulk Materials shall be stored within any setback area required under this Agreement.

4. Plan Review Procedures: It is acknowledged that the Developer has only submitted a conceptual development plan attached hereto as Exhibit B ("the Concept Plan") and has not submitted preliminary or proposed final engineering or preliminary or final plans for the Property. The Concept Plan is incorporated herein by reference, and the Village specifically notes that it shall be revised to comply with the review comments of the Village Planner and Engineer, attached hereto as Exhibits B-1 and B-2. The Village reserves, in its absolute and sole discretion, review and approval of all final plats, stormwater and engineering plan, landscaping plans, proposed architectural designs, elevations, photometric plans, signage plans, uses of discrete lots and areas, renderings or plans, mass grading plans, and all related development or design plans which the Village shall seek review and approval of during the time of development, proposal of concept plans, preliminary or final plat review, building permit application, or any other aspect of site development. At such time as the Developer proposes to proceed forward with final plans for consideration
and approval by the Village, the Developer shall submit to the Village detailed Final Plans including full site plans with civil engineering plans and related calculations, full building floor plans and elevations, inclusive of color schemes and building materials, landscaping plans, lighting plans, screening plans, signage plans and related planning and civil engineering plans as required by the Village Planner or Village Engineer. The Parties acknowledge that the Concept Plans submitted to date lack adequate detail for a full review by the Village Planner, Engineer or Board, and thus the Village reserves full discretion to review and approve or require amendment to the final plans. The Village’s determination as to whether or not proposed buildings, building materials, signs and development layout conform to the Village’s requirements shall be in the Village’s sole and absolute discretion. The approval of the final plans may be provided by the Village Board, or the Board may require the recommendation of the Village Plan Commission. In no event shall the approval of the final plans require the conduct of additional public hearings, unless specified by the Village Board. The Developer agrees that it shall submit the detailed final plans contemplated above within twelve months of the date of annexation of the Property.

a. Review Process: The VILLAGE agrees that it shall take all reasonable steps possible to ensure that any areas of the Property undergo a streamlined review process. Said areas shall be subject to full review as contemplated by this Agreement, and said review shall consist of one of the following review processes (either “Full Review” or “Board Review”), unless otherwise agreed to by the Village and the petitioner at or after the time of the request. The Village Manager shall initially determine whether a given submission requires Full Review or Board Review, and his determination shall be appealable to the Village President, whose decision shall be final. Neither a Full Review nor a Board Review shall require any publication or mailing of any notices, provided that the documentation being reviewed proposes uses consistent with the terms of this Agreement.

FULL REVIEW:

i. Owner shall submit any document sought to be reviewed, such as a final plat or architectural elevation (“Document”) to Village Staff (including the Village Engineer, Village Attorney, Village Planner and Village Manager), for initial review by staff, and for staff recommendation. Staff recommendations and comments shall be provided within a reasonable time of receipt of the Document.
ii. After receiving a staff recommendation, Owner shall submit said Document for review by the Village Plan Commission. Said review shall be performed by Plan Commission at a Plan Commission meeting deemed acceptable to the Village Manager, following a presentation of the Document to the Plan Commission by the Owner (and following presentation of staff comments by Village Staff), continued from time to time as necessary, and the Plan Commission shall provide a recommendation to the Village Board, along with a list of recommended changes to the Document, if any.

iii. After receiving the Plan Commission recommendation, Owner shall submit said Document for review to the Village Board. Said Village Board review shall be performed by the Village Board at a Village Board meeting deemed acceptable to the Village Manager, following a presentation of the Document to the Board by the Owner (and following presentation of staff comments by Village Staff), continued from time to time as necessary. The Village Board shall evaluate staff and Plan Commission recommendations, and may approve or reject the Document, with any required changes, by a majority vote of the Corporate Authorities.

iv. Example: Owner seeks to get approval of a sign plan on the Property. Owner submits copies of the sign plan to Village Staff, who prepare and submit to the Village (and Owner) recommendations regarding the plan. Owner may amend the plans in response to staff recommendations, or may submit the plans to the Plan Commission for review. Before the Plan Commission, Owner presents the plan and Staff provide their comments. The Plan Commission reviews the plan at one or more meetings, and develops and approves a recommendation to reject the plan (with any recommended rejection including a written statement as to why the plan is rejected), to approve the plan, or to approve the elevations subject to certain revisions (with any recommended revisions being documented in writing). Thereafter, the Staff and Plan Commission recommendations shall be forwarded to the Village Board for final review and approval. The Village Board reviews the plan at one or more meetings, and either rejects the plan (with any recommended rejection including a written statement as to why the plan is rejected), approves the plan, or approve the plan subject to certain revisions (with any required revisions being documented in writing).
BOARD REVIEW:

a. Board Review shall consist of the same steps as Full Review, without any intervention or hearing before the Plan Commission.

2. Planned Unit Development District: The VILLAGE and OWNER acknowledge that the entirety of the Property shall have overlay zoning as contemplated above, and thus that configuration or reconfiguration of portions or the entirety of the Property with varying uses which are permissible under this Agreement shall not require a rezoning. Accordingly, following the initial rezoning of the Property, use of the Property in accordance with this Agreement and the overlay P.U.D. zoning imposed hereunder shall not require a public hearing or the other statutory processes associated with a rezoning. Any concept, preliminary or final plat or plan shall require compliance with the above-listed requirements. The Owner and Village agree and acknowledge that further preliminary and final plats and plans shall be submitted to the Village and shall be subject to review and approval by the corporate authorities of the Village at a public meeting, after receipt of a recommendation from the Plan Commission and Village staff, without need for a separate public hearing.

3. Phasing of Development: The Property may be developed in one or more phases. Such phases shall be configured in such a manner that each such phase shall be served by all utilities, including adequate service capacity and looping within that particular phase (and contained solely within the Property) as shall be required by the Village Engineer. Developer shall provide not less than one point of access, comprised of a full access point to a public road, for each phase, unless waived by the Village. To the extent that utility improvements may be developed or installed in phases, the Village shall inspect and accept the same on a phase by phase basis provided that such improvements are sufficient to service the phase developed on a stand-alone basis, as determined by the Village Engineer. Each phase shall be required to adhere to all applicable provisions of this Agreement.

4. IDOT Approvals: The Parties acknowledge that the Property fronts on Route 20 which is under the jurisdiction of the Illinois Department of Transportation. The Village agrees that it shall, at Developer’s sole cost and expense, apply for any permits or permissions required to secure access points on Route 20, in locations consistent with final plans approved by the Village.
C. Architecture and Design Provisions

1. **Compliance with Design and Development Standards:** At the time of approval, the Developer shall submit detailed, color architectural elevations and floor plans for the proposed development, inclusive of all specified building and canopy materials, for review and approval by the Village Board. Such elevations, plans and materials shall be subject to approval by the Village Board, in their sole and absolute discretion, as a component of approval of the final plans.

The final plans shall also incorporate proposed signage (both building mounted and monument signs), with full color renderings, as a component of final plan approval. All such signage shall be subject to review and approval by the Village Board in their sole and absolute discretion.

There shall only be up to one (1) monument sign at the Property (unless the Village approves additional monument signs at the time of final plan approval), and such sign shall comply with Village Code unless the Village Board approves deviations from the same at the time of final plan approval.

The Developer shall design, install and/or construct all signage, landscaping, lighting and improvements in conformance with the approved final plans.

Developer shall be responsible for installing approved parking lot area lighting as shown on the approved final plans. Prior to the issuance of any building permits for any area of the Property, the Developer shall provide the Village with a development plan showing the timing of installation and the timing of illumination of lighting, showing that lighting will be adequate, as required under the Village Code, to provide safe conditions in the areas under development, and to provide final lighting prior to the issuance of certificates of occupancy. The expense of installing and operating such lighting shall be exclusively borne by the Owner. All lights shall be designed and installed to conform to the requirements of the Final Plans, which shall comply with Village Code with regard to parking area lighting.

The final plans proposed by Developer shall also include all landscaping and screening elements proposed by the Developer, which landscaping and screening shall be subject to review and approval by the Village Board in their sole and absolute discretion.
2. **Signage:** Any permanent signs, marketing signs, off-site signage, temporary signs or other signs of any form shall be installed only in strict compliance with the applicable provisions of the Village’s zoning code pertaining to permitting and authorization of such signs, unless alternate signage is approved with the final plans.

D. **Density of the Project:** The density and site coverage contemplated by the approved final plans shall constitute the approved maximum density of the Property. Any future development contemplating greater density or more intensive use or site coverage shall require an amendment of this Agreement and the PD-C zoning.

E. **Detention Basin Maintenance:** The Parties acknowledge that stormwater detention shown on the approved final plans, whether underground or as a component of a detention basin, shall be maintained by the Developer. This maintenance obligation shall be for the area starting at and extending both above and below the design high water line of such detention basins and shall extend to all components of the basin including outfall weirs, manholes, berms, or other structures or facilities, regardless of whether the basins are designed as a wet bottom, dry bottom, wetland bottom, or other design. The obligation of the Developer to maintain the detention basins shall be backed up by the commercial backup special service areas described herein. As a component of the required maintenance obligation, the Developer shall have an inspection of any underground stormwater detention areas completed at least annually, by a qualified person acceptable to the Village Engineer. A copy of such inspection report shall be filed with the Village. The Developer shall comply with any maintenance or repair recommendations provided in such report.

F. **Special Service Area:** Developer and its respective successors, assignees and grantees, shall not object to and agree to cooperate with the Village in establishing a special service area ("SSA") for the Property. The execution of this Agreement shall constitute consent to this section, agreeing and waiving any objection to the creation of a back-up Special Tax Service Area that shall pay for the cost of maintenance of all detention and earthen berms or dams, underground or above-ground stormwater detention facilities, drains, tiles, waterways, valves and related appurtenances, open space, and common areas (including islands) of the said areas, commercial property monumentation, landscaping, signage, maintenance of all private curbs and roadways, parking lots and parking areas, driveways and drive aisles, and any other common areas of said areas ("Common Facilities"). Such SSA shall also cover any costs associated with mosquito abatement within the Property.

Execution of this Agreement by the Developer constitutes the waiver of objection to the establishment of a single SSA to cover all portions of the Property. This waiver of objection shall be binding upon all successor Developer of the Property or any portion
thereof, for the term of this Agreement. Developer shall have the primary responsibility of providing for the above referenced maintenance, so as to keep the same in a clean, sightly and first-class condition (the “Common Facilities Maintenance”). If at any time such Developer fails to conduct the Common Facilities Maintenance, then the Village shall have the right, but not the obligation, to undertake such maintenance and utilize the SSA to provide sufficient funds to pay the costs of the Common Facilities Maintenance undertaken by the Village. The Special Tax Service Area shall be recorded prior to or concurrent with the recording of the First Final Plat of Subdivision for the commercial areas. Said SSA shall have a rate as determined by the Village Engineer.

A maintenance easement ("Common Facilities Maintenance Easement") shall be established over all of those Common Facilities located on the Final Plat for the Common Facilities Maintenance. The substance of the Common Facilities Maintenance Easement shall be as approved by legal counsel for the Village and Developer, which approvals shall not be unreasonably withheld.

Any purchaser of property subject to this Agreement shall be deemed to consent to the Village’s establishment of one or more active special service areas (individually, an “SSA”) hereafter described. As indicated above, the Developer shall own and maintain the stormwater management systems and all improvements related thereto, including stormwater management systems included within areas dedicated to the Village.

Nothing in this Agreement shall prevent the Village from levying or imposing property taxes, including but not limited to special service areas, special assessment areas, or other ad valorem or flat rate taxes upon the Property in the manner provided by law which are applicable to and apply equally to all other properties within the Village or from establishing a special service area that encompasses solely the Property, and from levying and imposing special service area taxes solely on the Property. The Village shall have no obligation to provide such additional municipal services unless and until such special service area is established.

G. Excavation and Grading

1. At-Risk Work: The Developer shall have the right, prior to obtaining approval of final engineering drawings and prior to approval of a building permit for any phase of the Property, to undertake site clearing, excavation, preliminary grading work, filling and soil stockpiling on the Property in preparation for the development of the Property, upon approval of grading, soil erosion and sedimentation control plans by the Village Engineer. Such work shall be undertaken at the Developer’s sole risk and without injury to the property of surrounding property owners.
2. **IEPA Violations:** The Parties agree that, to the best of their knowledge, there are no pending IEPA investigations of or environmental contamination issues with the Property.

3. **Truck Staging, Stockpile, Lane Closure:** Developer shall provide adequate space on the Property at all times for staging of trucks on the property, and construction deliveries or vehicles relating to or working at the site shall not be permitted to queue or park on any roadway or roadway shoulder. Additionally, Developer shall provide a designated on-site location for stockpiling of construction materials that permits trucks to load and unload entirely on the Property, without obstructing the flow of traffic on any public street or sidewalk. In the event that Developer’s construction plans require the temporary closure of any public street or sidewalk, prior to such closure, Developer shall submit a traffic control plan to the Village Engineer, shall modify such plan to be acceptable to the Village Engineer, and shall thereafter abide by such plan.

**H. Security for Public Improvements**

Security to be provided by the Developer for the completion of the public improvements benefitting the Property or related off-site improvements, including but not limited to the curbing, striping, utility connections and related improvements within the public right of way shall be provided prior to the commencement of construction and shall be in accordance with the terms of this Agreement and applicable Village ordinances, as modified by this Agreement. The Developer shall provide such security to the Village in the form of cash, irrevocable letters of credit or performance bonds. Bonds and letters of credit shall be in a form approved by the Village Attorney and be issued by an entity approved by the Village President or his designee from a bank or financial institution located in the United States of America. Any bonds required under Village Code or this Agreement shall be from a company licensed to do business in the State of Illinois. Any Letters of Credit required under Village Code or this Agreement shall be from a financial institution acceptable to the Village President, and the Developer shall provide such information or documentation as to the status of the proposed financial institution as the Village President shall require, to demonstrate their creditworthiness and stability. The amount of security posted with the Village shall at all time equal one hundred twenty percent (120%) of the cost of completing required public improvements. The Village Board shall authorize the reduction of such security from time to time, but no more than once every one hundred and eighty (180) days, as related offsite work or public improvements within the Property are completed and approved by the Village Engineer and prior to their acceptance of such improvements by the Village.
1. **Acceptance of Public Improvements and Maintenance Bond for Public Improvements:** Upon completion of public improvements and acceptance by the Village, the Developer shall provide a signed bill of sale for any items of personal property to be transferred to the Village, and shall execute all documentation required to denote acceptance and transfer of ownership, warranties, and similar interests. Prior to the acceptance of the streets (if any) by the Village, the improvements shall be in a condition acceptable to the Village in accordance with the requirements of Village Code and the recommendations of the Village Engineer, and completed with any other required final improvements, and all punchlist items previously identified by the Village shall be satisfied. Upon acceptance of any public improvement by the Village in accordance with this Agreement, Developer shall be entitled to a corresponding release or reduction of any Subdivision Performance Bond or Letter of Credit. For a 18 month period following acceptance of any public improvement, the Developer shall guarantee the workmanship of any public improvements constructed, and shall be responsible for the performance of any repairs or remediation required on such public improvements, as determined by the Village Engineer, to return them to a condition in which they would be appropriate for initial acceptance by the Village, including the repair of any ordinary wear and tear on the aforesaid improvements or the repair of any broken or damaged improvements. To secure the performance of this obligation, the Developer shall provide a Maintenance Bond which shall remain in place for an 18-month period from date of acceptance by the Village. Said maintenance bond shall be equivalent to twenty percent (20%) of the value of the improvement constructed, and shall be in the form of a cash escrow, letter of credit, bond or other security acceptable in form and content to the Village. Developer shall also be responsible for the repair of damage to any public improvement caused through the intentional or negligent conduct of Developer, its contractors, subcontractors, agents, successors and assignees, and for the repair of any design or construction defect in any public improvement that is identified prior to or during the 18-month maintenance period (e.g. sagging sewer, sinkhole in roadway, etc.).

I. **Plan Review and Construction Supervision:** Developer shall comply with the applicable provisions of Village Code pertaining to the establishment of an escrow for planning and civil engineering services, and shall be responsible for the payment of all internal and third-party planning, legal and civil engineering fees incurred by the Village with respect to the plan review, inspection, development, permit application(s) or construction observation associated with the Property. Developer agrees that it shall post additional funds with the Village, in an amount reasonably determined by the
Village, as shall be necessary to fully cover such costs, plus a three percent (3%) administration fee payable to the Village. Such payments shall be made to the Village within fifteen (15) days of the date of any request by the Village. The Village shall provide Developer with copies of all invoices payable from such funds, upon request.

J. **Rezoning of Property:** The Parties agree that, for the term of this Agreement, the Property shall not be rezoned to any zoning other than that imposed under this Agreement without the approval of the Village and the Developer, with such rezoning requiring consent from the Village in the sole and absolute discretion of the Village without regard to statutory or common law zoning prerequisites and the agreement of the Developer to an amendment of this Agreement on terms and conditions acceptable to the Developer, and further agree that the approvals described in this Agreement are based upon the Village’s agreement with the zoning imposed under this Agreement; any amendment of said zoning shall require an amendment to this Agreement, on terms and conditions acceptable to the Village and Developer.

K. **Required Amendments to Final Plans:** The final plans shall be prepared to address all comments of the Village Plan Commission, Village Board, Village Attorney, Village Engineer and Village Planner, as memorialized in the approval documents associated with this Agreement.

1. Developer must revise the Final Plans to address any conditions identified in the approval provided by Village Board, Plan Commission, Attorney, Engineer or Planner.
2. Developer shall provide landscaping, lighting, screening and similar improvements in the vicinity of the proposed parking area at the rear of the property, in a format acceptable to the Village.
3. Developer shall prepare the final plat for the property to include such certifications, signatures and approvals as the Village Engineer shall require.
4. Developer shall submit a final plan showing LED outdoor lighting compliant with Dark Sky certifications, and inclusive of a photometric plan acceptable to the Village Board with the recommendation of the Village Engineer.
5. Final Plans shall include landscaping screening along the Route 20 frontage of the property in form and configuration acceptable to the Village.

Notwithstanding any other provision of this Agreement, until the revised final plans are submitted to and approved by the Village, the documents appended hereto shall not be considered the final plans and shall remain only conceptual in nature.

L. **Non-Conforming Final Plat or Plan:** Should the Parties mutually agree that an
amendment to the final plat and plan that deviates from exhibits included herein, the Parties may jointly elect to approve a Final Plat and Plan including those different terms or conditions of development, without requiring an amendment to this Agreement. Any such changes in the final plat and plan that deviate from the requirements of the Plans included herein, as those plans are defined in and contemplated by this Agreement, shall require the mutual consent of both Parties, and neither party shall: a) be obligated to accept deviations from the final plans; or, b) be obligated to accept deviations from the final plans contemplated herein without first requiring an amendment to this Agreement on terms and conditions acceptable to both parties.

ARTICLE IV
INFRASTRUCTURE

A. Water Mains, Potable Water Supply and Sanitary Sewers:

1. Village Water Supply and Sanitary Sewer Service: The Village represents and warrants that it owns, operates and maintains a potable water supply and distribution system and a sanitary sewer system within its borders. The Village shall assist the Developer in obtaining all required permission to connect to the water and sewer mains located within the Village, at the Developer’s sole expense. Provided that there remains adequate pressure, flow and capacity at the time of proposed connection, the Developer shall have the right to connect to and use such systems and mains upon payment of those capital, tap-on and user fees required by the then-current Village ordinance or resolution (subject to Section III(M) above). Said fees may be changed by the Village from time to time in the Village’s sole and absolute discretion, and Developer agrees to pay the amount as required by the Village at the time such payment is due. The Developer has verified that there is current volume, pressure and capacity available in the utility mains to service the Property, as of the date of this Agreement, for the potable water, fire suppression and sanitary sewer needs of the Property. The Developer shall be responsible for constructing all on-site and off-site improvements necessary to connect to the Property and any development on the Property to the presently existing utility mains of the Village, in the fashion and orientation contemplated by the final plans (once approved). The Developer shall be exclusively responsible for the payment of all costs, expenses and charges associated with the design, construction and permitting of such improvements, including but not limited to any security required under this Agreement or applicable law, any permits required by the Village, the Illinois Environmental Protection Agency or any other agency having jurisdiction, or any other costs whatsoever. The Developer shall loop existing water mains and connect to two points on
the existing water mains of the Village in a fashion acceptable to the Village Engineer, if required by the Village Engineer, and shall extend water and sewer mains to the westerly boundary of the Property if required by the Village. Additionally, the Developer shall install oil and water separators and/or grease traps on the sanitary sewer lines at the property as required by the Director of Public Works and Village Engineer (if applicable). The Village reserves the right to either require Developer to install private water and sewer services/lines under Route 20 to connect to the Village’s existing utility infrastructure, or to require Developer to construct utility extensions (water and sewer main extensions) under Route 20 and to the perimeter of Developer’s property in such locations as the Village shall require.

B. Streets, Access and Public Rights of Way

1. **ROW Dedications:** Should the Village approve of final plans including the construction of any public right of way, all rights-of-way dedications shall be made at the time of final plat and shall conform to the widths, dimensions and amounts as approved in the final plans. The roadway specifications for the Property shall be in accordance with the final plans. The Village reserves the right to approve of final plans that do not include any public right of way (i.e. that include only private streets or driveways), to require the dedication of on-site public right of way to permit future development of the property with multiple tenancies, or to permit the construction of private driveways with dedicated easements for potential future public use.

   a. **IDOT ROW Dedication:** Developer shall dedicate any portion of the Property required for Illinois Department of Transportation Right of Way purposes to the Illinois Department of Transportation or to the Village at the Village’s preference, at the time of recording of the final plans, in a fashion acceptable to the Village Engineer.

2. **Road Improvements:** Developer shall be responsible for the construction of all on-site public and private road improvements reflected on the approved final plans, and for the construction of those off-site public road improvements reflected on the final plans. The Developer shall construct sidewalks as reflected on the attached final plans.

3. **Traffic Controls:** A traffic control and signalization plan, including plans for off-site traffic control devices shall be submitted and approved by the Village Engineer prior to final plat approval, and Developer shall be responsible for installing all such improvements at its sole cost. Such plan
shall also be subject to approval by IDOT, and Developer shall comply with all comments and requirements of IDOT.

C. Storm Water Retention, Facilities and Improvements

1. **Developer Responsibility:** The Developer shall provide all necessary storm sewers, detention systems and compensatory storage in compliance with the Village Code, the existing flood plain ordinance of the Village and all other applicable laws and regulations, as modified or amended pursuant to the terms of this Agreement including all storm water calculations prepared by a licensed Illinois engineer. For any underground storm water systems, the Developer shall comply with such inspection and best management practices as required by the Village. Developer shall also comply with all regulations applicable to floodplains, detention basins, wetlands, surface waters or other similar issues, as they may affect the design or configuration of the Property or stormwater systems/detention, and shall obtain all required reviews, permits and approvals when required. Developer shall indemnify, defend and hold harmless the Village, its planners, engineers, attorneys and other consultants from any claims arising out of or relating to the use, development, configuration or impact of any wetlands, floodplains, floodways, or stormwater detention areas or related facilities.

**ARTICLE V**

**RECAPTURE AGREEMENT**

The Village makes no representations as to the absence or presence of recapture, and the Owner and Developer acknowledge that they have conducted their own due diligence with regard to such matters. Neither the Owner nor the Developer shall be entitled to any recapture in association with any improvement constructed by them with respect to this development.

**ARTICLE VI**

**CONTINUATION OF CURRENT USES**

A. **General Provisions:** No new buildings or structures shall be erected on the Property, except in compliance with all applicable provisions of this Agreement. The Parties acknowledge that the Property is currently vacant and not being utilized for any commercial purpose. Accordingly, and notwithstanding any provision of the Village Code or any other code, ordinance or regulation, now in effect or adopted during the
term of this Agreement, and notwithstanding the Village’s zoning of the Property pursuant to the terms hereof, but subject to the express terms of this Agreement specifically relating thereto, the property shall continue to be unused until such time that a final plan has been approved, and construction has commenced, for any part of the Property is approved by the Village, with no temporary or interim uses permitted. The Property shall be maintained in accordance with all Village property maintenance regulations. No buildings or structures shall be erected on the Property, except in compliance with all applicable provisions of this Agreement, after approval of a Final Plat and Plan for that portion of the Property in which the building or structure is proposed to be constructed.

B. Wells and Industrial Water Use: No wells or septic systems shall be constructed on the Property. If the Developer seeks to engage in an industrial use of water that does not discharge into the Village’s sanitary sewer system (e.g. the use of potable water for the dying of mulch), the Village shall permit the Developer to have a separately metered water line for such industrial use, and the Village shall charge the Developer a reduced per-unit cost for water utilized through such separately metered line. The Village shall establish a per-unit cost for water utilized through such line by ordinance from time to time; the initial charge shall be $3.50 per 1,000 gallons of water use.

ARTICLE VII
FEES

A. Fees: The Developer shall pay all fees, in the amount and at the time as required by any applicable Village Ordinance. The Parties further agree that the fees and donations contained within this Agreement are specifically and uniquely attributable to the development of the Property and that the Developer participated in the calculation and reconciliation of said fees, and neither the Developer nor any successor, hereby agree they will neither file any lawsuit nor take any other legal action challenging the imposition, collection, use, necessity enforceability, validity, or applicability of the fees, nor shall Developer pay any such fees under protest. The Developer shall pay the Donation sum of $2,000.00 per net acre (exclusive of detention basins, wetlands, rights of way or undevelopable areas) to the Village of Pingree Grove for and in complete satisfaction of the Developer’s initial obligation to pay for public safety or municipal impact fees and all other fees and obligations otherwise due to any governmental or quasi-governmental body, in addition to the other payments, dedications and donations required by this Agreement. Such fee shall be paid within 30 days of the date of approval of the first final plan or plats for any portion of the Property. Notwithstanding the foregoing, Developer or the subsequent owners of any portion of the Property shall be responsible for payment of all future fees, charges and assessments relating to their use or modification of the property, including but not limited to building permit fees for remodeling of any structure on the development, and similar charges or fees.
B. **Kane County Transportation Impact fees.** The Owner/Developer, or their successors, shall further pay, and provide the Village proof, satisfactory to the Village, that the Kane County Transportation Impact fees for the site have been fully satisfied and paid to the County of Kane prior to the issuance of building permits on any of the lots.

**ARTICLE VIII**

**DEVELOPMENT RESTRICTIONS**

A. **Stop Work Orders:** The Village shall issue stop orders as necessary to insure development occurs as required by this Agreement and Village Ordinances. Unless issued in case of emergency, said stop orders shall be preceded by reasonable notice (not less than three days) and opportunity to comply.

B. **Compliance with Village Ordinances:** The Village and Developer agree that, except as specifically modified in this Agreement and as shown in the attached Final Plans, the Property shall be developed in compliance with all ordinances, codes and regulations of the Village in effect at the time of development, including but not limited to the Village Subdivision Control Ordinance. The Parties acknowledge that it is the ultimate responsibility of the Developer to comply with any and all requirements of this Agreement and applicable Village Codes. Thus, in the event that up to, but prior to construction or any time after execution of this Agreement, the Village or its consultants issue a permit or give an approval not consistent with the terms of this Agreement or any applicable Village Codes, such erroneous permit or approval may be of no force and effect and thus may be revoked. The Developer agrees that it may not rely on any such issued permit or approval for purposes of vested rights or estoppels to compel an improvement not consistent with the terms of this Agreement or applicable Village Codes. Owner and Developer hereby waive any claims of damages, of any type or character, against the Village, its employees or its consultants based on such erroneously issued permits or approvals.

C. **Easements to be Provided:** A public access easement shall be provided over all bike/pedestrian paths on private property within the Property. A generic utility easement shall be provided by the Developer as may be requested by the Village Engineer. All additional easements or dedications as may be requested by the Village or Village Engineer at the time of final plat approval shall be provided by the Developer. In the event that during the development of the Property, Developer determines that any existing utility easements and/or underground lines require relocation to facilitate the completion of Developer’s obligation for the Property in accordance with the Standards set forth in this Agreement, the Village shall fully cooperate with Developer in causing the vacation and relocation of such existing easements and/or utilities, however, all costs incurred in furtherance thereof shall be borne by the Developer. If any easement granted
to the Village as a part of the development of the Property is subsequently determined to be in error or located in a manner inconsistent with the intended development of the Property as reflected on the Standards set forth in this Agreement and in this Agreement, the Village shall cooperate with Developer in vacating and relocating such easement and utility facilities located therein, which costs shall be borne by Developer. Notwithstanding the foregoing, and as a condition precedent to any vacation of easement, Developer shall pay for the cost of design and relocation of any such easement and the public utilities located therein.

D. Engineering Review and Permits: All construction shall be in accordance with the final plans. Any issues not addressed by the final plans or any proposed changes to the final plans shall be required to comply with the Village codes and ordinances and any comments of the Village Engineer, Village Planner or other Village consultants which shall be provided at the time of plan review. All such comments must be addressed prior to site development. All versions of the plat, including the final plat, shall be subject to the requirements of the final plans or, if revised, shall be subject to such revised engineering specifications or engineering comments as shall be promulgated by the Village or the Village Engineers. All permits from the Illinois Environmental Protection Agency or any other agency with jurisdiction over the Property must be issued prior to work on water main, sanitary sewer or storm sewer improvements commences; the Village will reasonably cooperate with the Developer in signing such applications. Prior to issuance of any such permits, Developer shall provide such documentation required by the Village Engineer to establish compliance with all regulations applicable to wetlands, and to establish compliance with all erosion control standards applicable.

E. Utility Extensions: The installation of the necessary and appropriate on-site electric, natural gas, cable, television, telephone facilities, future internet access facilities and other utilities (when available) to the Property shall be by underground installation and pursuant to the requirements of such utility companies or pursuant to the agreement of the Village with such entities and at no cost to the Village. Developer agrees to bury all overhead utility lines existing at the time of development that run within the Property at the time of development of the area in question.

F. Traffic Enforcement Agreement: Contemporaneously with the recording of this Agreement, the Developer and Village shall enter into a separate written agreement providing for traffic law enforcement on all private parking lots, roads and commercial areas of the Property covered by the Final Plat or Plan, in form acceptable to the Village. The Village Chief of Police or designee thereof is authorized to execute such agreement.

G. Site Control: Developer acknowledges that, depending on weather conditions, construction traffic entering and leaving a construction site creates debris, especially dirt, dust, and mud clots on streets and roadways adjacent to the construction site.
Developer agrees that it shall inspect and clean the streets and roadways adjacent to and within 1,000 feet of the entrance to Developer’s construction site of debris that came from the Property or in relation to the development thereof, and take measures to control dust as needed daily while construction is occurring on said site. Within the Property, Developer further agrees to periodically mow weeds, pick up trash and debris and repair and replace soil erosion control fencing so as to comply with applicable ordinances of the Village, all of which activities may be contracted to its development trades and contractors. Developer shall also patch or repair damage to any roadway, path, driveway, sidewalk or other similar improvement within the Property, prior to the conclusion of the maintenance period for any such improvement. As security for such obligations, and as a condition of the issuance of any filling or grading permits, Developer agrees to deposit with the Village the sum of five thousand ($5,000.00) dollars (“Site Control Escrow”). In the event Developer fails to clean, snow plow or de-ice the streets, mow weeds, pick-up debris or repair or replace soil erosion control fencing as required, or fails to patch or repair any street, path, roadway or sidewalk prior to the acceptance of such street, path, roadway or sidewalk as herein provided, within forty-eight (48) hours after receipt of notice from the Village of Developer’s failure to comply with this provision, then the Village may perform or contract with others to perform such undertaking and deduct the cost thereof from the Site Control Escrow. In the event that the Village reasonably determines that the 48 hour waiting period presents an undue hazard to public welfare or safety, the Village may take action without satisfying such waiting period. Developer shall, within 15 business days following written notice from the Village, replenish the Site Control Escrow as funds are from time to time properly withdrawn there from by the Village, so as to maintain the same at a five thousand ($5,000.00) dollar balance. All sums remaining on deposit with the Village pursuant to this provision shall be credited against other fees or charges due from the Developer upon conclusion of the last of the maintenance periods for public improvements within the Property, or completion of the development of all lots and units within the Property in accordance with the last Final Plat thereof, whichever shall be the last to occur. At the Village’s option, such escrow may be utilized to satisfy any other obligation of the Developer to the Village, where lawful.

H. Sidewalks and Asphalt: Concrete sidewalks, as required and specified by applicable Village codes and the terms of this Agreement, shall not be installed between October 31st and April 15th of any given year, unless otherwise permitted by the Village Building Department. Asphalt shall not be placed except in accordance with the requirements of the Village Engineer with regard to compaction, subbase, and weather/temperatures.
ARTICLE IX
MUTUAL ASSISTANCE

A. Mutual Cooperation: The Parties shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement; to aid and assist each other in carrying out the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms, including, without limitation, the giving of such notices, the holding of such public hearings, the enactment by the Village of such resolutions and ordinances and the taking of such other actions as may be necessary to enable the Parties’ compliance with the terms and provisions of this Agreement and as may be necessary to give effect to the terms and objectives of this Agreement.

B. Superior Governmental Authority: All Parties shall cooperate fully with each other in seeking from any or all appropriate governmental bodies (whether Federal, State or County) financial or other aid and assistance required or useful for the (i) construction of road connections; (ii) the construction or improvement of property and facilities in and on the Property; (iii) connections from the Property and/or its individual Parcels to the Village’s potable water supply and distribution system; (iv) connections from the Property or its Parcels to the utility systems; or (v) provision of services to occupants or businesses located on the Property, including, without limitation, grants and assistance for public transportation, roads and highways, water and sanitary sewage facilities and storm water disposal facilities.

ARTICLE X
REMEDIES

A. Upon a breach of this Agreement, any of the Parties, in any court of competent jurisdiction, by an action or proceedings at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance or both. No action taken by any party hereto pursuant to the provisions of this Article or pursuant to the provisions of any other Article of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and nonexclusive of any other remedy either set forth herein or available to any party at law or in equity.

B. In the event of a material breach of this Agreement, the Parties agree that the party alleged to be in breach shall have thirty (30) days after written notice of said breach to correct the same prior to the non-breaching party's seeking of any remedy provided for herein (provided, however, that said thirty (30) day period shall be extended if the defaulting party has initiated the cure of said default and is diligently proceeding to cure the same).
C. If any of the Parties shall fail to perform any of its obligations hereunder, and the party affected by such default shall have given written notice of such default to the defaulting party, and such defaulting party shall have failed to cure such default within thirty (30) day of such default notice (provided, however, that said thirty (30) day period shall be extended if the defaulting party has initiated the cure of said default and is diligently proceeding to cure the same), then, in addition to any and all other remedies that may be available, either in law or equity, the party affected by such default shall have the right (but not the obligation) to take such action as in its reasonable discretion and judgment shall be necessary to cure such default.

D. The failure of the Parties to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

E. If the performance of any covenant to be performed hereunder by any Party is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances may include acts of God, war, acts of civil disobedience, weather, terrorist acts of a direct or indirect nature, material shortages, flooding, strikes or similar acts), the time for such performance shall be extended by the amount of time of such delay.

ARTICLE XI

TERM

This Agreement shall be binding upon the Parties and their respective successors and assigns for twenty (20) years, commencing as of the date hereof, and for such further terms as may hereinafter be authorized by statute and by Village ordinance. The expiration of the Term of this Agreement shall not affect the continuing validity of the zoning of the Property or any ordinance enacted by the Village pursuant to this Agreement.

ARTICLE XII

OWNER/DEVELOPER OBLIGATIONS

A. Termination of Obligation Upon Sale: In the event all or any portion of the Property is sold or conveyed at any time during the term of this Agreement, all of the obligations and responsibilities of the Owner deriving from this Agreement for the parcels sold or otherwise conveyed shall devolve upon and by assumed by such purchaser or grantee, and Owner as herein defined shall be released from all obligations of Owner which relate to the sold portion of the Property upon same being sold or conveyed.
B. Execution Solely as Owner: The VILLAGE specifically acknowledges that the Owner is executing this Agreement solely for the reason that they are the owners of record of the Property and may continue to be owner of record of portions of the Property during a portion of the term of this Agreement, until Developer acquires the Property. The VILLAGE further acknowledges that Owner is not, and does not intend to become, a developer of the Property, except and only to the extent that prior to the closing of the purchase of the Property by Developer, one or more of them may from time to time execute various documents, such as subdivision plats, applications for utility permits, and the like in order to comply with rules and regulations applicable to the development of the Property as well as the provisions of contracts with other parties. In light of the foregoing, the VILLAGE agrees that Owner shall not be responsible for the performance of any of the provisions of this Agreement, except for the provisions described herein below. In the event a record owner of the Property, or any portion thereof, assigns its rights and obligations under this Agreement by sale of a portion of the Property and such assignee in whole or in part defaults in the performance of this Agreement or any provision hereof, the VILLAGE shall look solely to the applicable successor or successors who is or are record owners, and not to the Owner, for such performance or for compensation for damages due to the failure of such performance as it related to the portion of the Property being developed.

C. Development of Property: Notwithstanding the foregoing, the Property shall be subject to the provisions of this Agreement and any development or improvement of the Property shall be subject to the terms of this Agreement. In the event that the Owner determines to improve or develop the Property, the Owner shall then be obligated to perform all obligations of this Agreement as would any other developer of the Property. In addition, the Owner shall be bound by the following obligations:

i. The OWNER shall be bound by the provisions of this Agreement pertaining to the annexation and zoning of the Property and shall not petition to disconnect the Property from the Village.

ii. The OWNER shall be bound by the provisions of this Agreement pertaining to the pre-development donation of easements or rights of way.

iii. The OWNER shall be bound by any other pre-development obligation contained within this Agreement, and shall be bound by any other obligation which the OWNER assumes by virtue of a separate written undertaking.

D. DEVELOPER Obligation: Notwithstanding anything to the contrary within this Agreement, the party or parties who submit any plans or documentation proposing
to develop all or any part of the Property (i.e., a proposed concept, preliminary or final plat, plan or other similar document) shall be considered to be the DEVELOPER under this Agreement, and shall assume all OWNER and DEVELOPER responsibilities. Said DEVELOPER shall be required to execute an amendment to this Agreement, addressing those issues requiring an amendment as described above, and further identifying said party as the DEVELOPER. Said party shall also be responsible, prior to the time of preliminary plat approval, for reimbursing the VILLAGE for all professional fees and other expenses incurred to date, relating to the Property, and shall be responsible for paying any and all other fees, costs or expenses attributable to the Property at the times specified in this Agreement or in the amendment to be prepared.

E. Interpretation of Agreement: The Parties agree and acknowledge that this Agreement has been prepared with the intention of allocating responsibility between the Owner and Developer. Notwithstanding the foregoing, the Parties further agree and acknowledge that the Village shall have the final ability to determine the allocation of responsibilities between Owner and Developer with regard to the performance of obligations hereunder, in its sole and absolute discretion.

ARTICLE XIII
MISCELLANEOUS

A. Amendment. This Agreement, and the exhibits attached hereto, may be amended only by mutual consent of the Village and then-current Owner at the time of such amendment of an affected Parcel, by adoption of an ordinance by the Village approving said amendment as provided by law, and by the execution of said amendment by the Village and then-current Owner.

B. Severability. If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements and portions of this Agreement, and to that end, all provisions, covenants, agreements and portions of the Agreement are declared to be severable. If for any reason the annexation or zoning of the Property is ruled invalid, in whole or in part, the Corporate Authorities, as soon as possible, shall take such actions (including the holding of such public hearings and the adoption of such ordinances and resolutions) as may be necessary to give effect to the spirit and intent of this Agreement and the objectives of the Parties, as disclosed by this Agreement, provided that the foregoing shall be undertaken at the expense of the Developer/Owner, as applicable.

C. Entire Agreement. This Agreement sets forth all agreements, undertakings and covenants between and among the Parties. This Agreement supersedes all contrary ordinances, prior agreements, negotiations and understandings, written and oral, and is
a full integration of the entire agreement of the Parties. In the event of any conflict between two or more components of this Agreement providing standards, guidelines or requirements for Developer to act upon in or around the Property, construction or related activities for the Property, if the Developer and Village are able to agree upon the applicable standard in a writing acceptable to both parties, said agreed upon standard may be utilized without an amendment to this Agreement.

D. **Survival.** The provisions contained herein shall survive the annexation of the Property and shall not be merged or expunged by the annexation of the Property to the Village.

E. **Successors and Assigns.** This Agreement shall inure to the benefit of, and be binding upon, successors of the Owner and its respective successors, grantees, lessees, and assigns, and upon successor corporate authorities of the Village and successor municipalities, and shall constitute a covenant running with the land. This Agreement may be assigned without the Village's approval, and upon said assignment and acceptance by an assignee, the assignor shall have no further obligations hereunder. If a portion of the Property is sold, the seller shall be deemed to have assigned to the purchaser any and all rights and obligations Seller may have under this Agreement which affect the portion of the Property sold or conveyed and thereafter the seller shall have no further obligations under this Agreement as it relates to the portion of the Property conveyed.

1. **Sale to Third Party:** Upon the conveyance of all or a portion of the Property and full compliance with all of the applicable provisions of this Agreement relating to such conveyances or transfers in interest, Owner or Developer as the case may be, shall be released of any and all obligation or liability under this Agreement for that portion of the Property conveyed (if the entire Property is not so conveyed, and if the entire Property is conveyed, then for the entire portion), immediately upon conveyance and the substitution of any performance bond or other security required under the terms of this Agreement, including but not limited to the Site Control Escrow. However, Developer or its successor shall remain liable for all public improvements until accepted by the Village, and thereafter until completion of any required maintenance period.

F. **Hazardous Materials.** Each Owner, Developer, lessee, or occupant of all or a portion of a Parcel shall use, or permit the use of Hazardous Materials on, about, under or in its Parcel, only in the ordinary course of its usual business operations conducted thereon, and any such use shall at all times be in compliance with all Environmental Laws. Each Owner agrees to defend, protect, indemnify and hold harmless each other Owner and the Village from and against all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind
relating thereof, including but not limited to costs of investigation, remedial response, and reasonable attorneys' fees and cost of suit, arising out of or resulting from any Hazardous Materials used or permitted to be used by such Party, whether or not in the ordinary course of business. For the purpose of this Agreement, the term "Hazardous Materials" shall mean petroleum products, asbestos, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials or substances listed or identified in, or regulated by, any Environmental Law; and the term "Environmental Laws" shall mean all federal, state, county, municipal, local and other statutes, laws, ordinances and regulations which relate to or deal with human health or the environment, all as may be amended from time to time.

G. Notices. Any notice required or permitted by the provisions of this Agreement shall be in writing and sent by certified mail, return receipt requested, or personally delivered, to the Parties at the following addresses, or at such other addresses as the Parties may, by notice, designate:

Village Clerk: Village of Pingree Grove
555 Reinking Road
Pingree Grove, IL 60140

If to the Developer:

If to the Owner:

Notices shall be deemed given on the third (3rd) business day following deposit in the U.S. Mail, if given by certified mail as aforesaid, and upon receipt, if personally delivered.

H. Time of Essence. Time is of the essence of this Agreement and of each and every provision hereof.

I. Indemnification. The Developer covenants and agrees to pay, at its expense, any and all damages, expenses, liabilities and losses resulting from this Agreement, the construction and development activities of the Developer, or its agents, contractors and subcontractors, and to defend and indemnify and save the Village and its officers, elected and appointed agents, employees, engineers and attorneys (collectively, the "Indemnifieds") harmless of, from and against such damages, expenses, liabilities and losses, except to the extent such damages, expenses, liabilities and losses arise by reason of the gross negligence or willful or wanton act or omission of the Indemnifieds. The Developer shall provide satisfactory proof of insurance covering such defense and indemnity of the Indemnifieds. Developer further agrees to indemnify, defend and hold harmless the Village and the Corporate Authorities, officers, agents, employees, and consultants (collectively "Indemniteses") from all claims, liabilities, costs and expenses
incurred by or brought against all or any of the Indemnitees as a direct and proximate result of the construction activities of the Developer, unless any such claim is based in whole upon the negligence or willful act of the Indemnitees.

1. **Wetland and Floodplain Issues:** Without limiting the applicability of the foregoing indemnification provisions, the Developer expressly and without limitation agrees that they shall indemnify and hold harmless the Village from any claims, damages, fines, penalties, legal fees or other costs or expenses whatsoever, arising out of Developer’s activities or construction on the Property and relating to any federally protected wetland, the delineation or failure to delineate wetlands, the protection or mitigation or failure to protect or mitigate wetlands, the identification of floodplains, or the construction of any improvement or structure in or near any wetland or floodplain area, within or outside the Property. In addition, Developer shall not engage in any construction activities within or near any identified wetlands on the Property without the express, separate written approval of the Village Engineer, which approval shall be conditioned upon the Developer providing an acceptable plan for the preservation, replacement, relocation or mitigation of the wetlands.

2. **Compliance with Laws:** The Developer certifies that it has and will comply with all other applicable laws, regulations, ordinances or restrictions applicable to any component of the development process, this Agreement, or any services or materials provided in connection herewith. The Developer acknowledges that it is responsible for identifying and complying with all applicable laws, ordinances, rules and regulations, and that it shall indemnify and hold harmless the Village from any claim, liability or damages arising out of the Developer or any contractor or subcontractor thereto’s failure to identify or comply with any such applicable legal restriction.

J. The following Exhibits referred to herein and attached to this Agreement are hereby made a part of this Agreement:

- **Exhibit A** Legal Description of the Property
- **Exhibit B** Concept Plans
- **Exhibit B-1** Village Engineer Review Memo
- **Exhibit B-2** Village Planner Review Memo
- **Exhibit C** Development Standards
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written and, by so executing, each of the Parties warrants that it possesses full right and authority to enter into this Agreement.

VILLAGE:

VILLAGE OF Pingree Grove, an Illinois Municipal corporation

By: _____________________________ Attest _____________________________
    Steve Wiedmeyer, President                       Shelly Jureczek, Village Clerk

OWNER:

By: _____________________________ By: _____________________________

DEVELOPER:

By: _____________________________ By: _____________________________
Exhibit A: Legal Description:

That part of the Southeast 1/4 of the Northwest 1/4 of Section 32, Township 42 North, Range 7 east of the Third Principal Meridian, lying South of the following described line; Beginning at the point of intersection of the West line of the Southeast 1/4 of the Northwest 1/4 of said Section 32 with the South line of Illinois Route 20 as dedicated per Document Number 424667; thence Southeasterly along the Southerly line of said Route 20, a distance of 177.90 feet to a point of curvature in said line; thence Southeasterly along the curved Southerly line of said Route 20, being the arc of a circle convex to the Northeast and having a radius of 1597.28 feet, an arc distance of 383.86 feet to a point of tangency in said line; thence Southeasterly along said Southerly line of said Route 20, a distance of 338.53 feet to its intersection with a line drawn from the Southwest corner to the Northeast corner of the Southeast 1/4 of the Northwest 1/4 of said Section 32; thence Northeasterly along the last described line, 80.05 feet to its intersection with the North line of Illinois Route 20, as aforementioned; thence Southeasterly along said North line, 150.00 feet; thence Southwesterly along a line which is parallel to said line drawn from the Southwest corner to the Northeast corner of the Southeast 1/4 of the Northwest 1/4 of said Section 32, a distance of 80.05 feet to its intersection with the Southerly line of said Route 20; thence Southeasterly along the said Southerly line of Route 20, a distance of 761.41 feet to its intersection with the South line of the Southeast 1/4 of the Northwest 1/4 of said Section 32 and the terminus of said line, in Kane County, Illinois.

Containing 20.518 Acres more or less
Exhibit B: Concept Plan
Exhibit C: Development Standards

Design and Development Standards
CENTRAL TREE ANNEXATION

Proposed Underlying Zoning I – 1 & C-1 General Industrial & Commercial Districts

Minimum Lot Size 1 Acre / 40,000 Square Feet
Minimum Lot Width 100 Feet / Measured at Building Setback Line
Maximum Building / Tower Height 45 Feet. (Any building or tower in excess of 45 feet shall require a Special use approval by the Village.)

Building Setbacks
- Front Yard / Street Yard 30 Feet
- Side Yard / Interior Yard 12 Feet
- Rear Yard 30 Feet

Parking Setbacks
- Front Yard / Street Yard 10 Feet
- Side Yard / Interior Yard 5 Feet
- Rear Yard 5 Feet

Floor Area Ratio (FAR)
- Building Height – 1 Story Commercial - .30, Industrial - .50
- Building Height – 2 Story Commercial - .35, Industrial - .60
- Building Height – 3 Story Commercial - .40, Industrial - .65
- Building Height + 3 Story (Maximum 45 Feet) Commercial - .45, Industrial - .70

Impervious Surface Ratio (ISR)
- For Lots 1.00 to 2.99 Acres* Impervious – .80, Minimum Green - .20
- For Lots 3.00 to 4.99 Acres Impervious - .85, Minimum Green - .15
- For Lots 5.00 and Up Impervious - .87, Minimum Green - .13

* Any one Lot .85, minimum .15

Outside Storage
Any Bulk Materials stored within 100’ of the right of way of Route 20 shall be maintained in piles of not greater than 20’ in height.
Any Bulk Materials stored further than 100’ of the right of way of Route 20 shall be maintained in piles of not greater than 45’ in height.
Off Street Parking Dimensions
   Parking Stall  9 Feet by 18 Feet (90d Parking)
   Aisle Width   24 Feet (90d Parking)

Parking Lot Construction
   Commercial / Retail/ Office   All parking areas and access drives will be paved with a hard surface.

   Industrial Parking All parking areas and access drives will be paved with a hard surface except; where there is outside storage of equipment, construction vehicles, or building materials, the use of a compacted gravel surface will be permitted.

Off Street Parking Requirements
   Commercial & Retail Uses    4 spaces per 1,000 square feet of gross floor area

   Office                    3 spaces per 1,000 square feet of gross floor area

   Restaurants               8 spaces per 1,000 square feet of gross floor area for a drive-thru restaurant
                              5 spaces per 1,000 square feet of gross floor area for a sit-down restaurant

   Industrial
       0 to 5,000 square feet in a building    1 space per 1,000 square feet of gross floor area
       Plus
       5,000 to 10,000 square feet in a building    1 space per 1,250 square feet of gross floor area
       Plus
       10,000 to 20,000 square feet in a building    1 space per 1,500 square feet of gross floor area
       Plus
       20,000 to 50,000 square feet
feet in a building 1 space per 1,750 square feet of gross floor area

Plus

50,000 to 75,000 square feet in a building 1 space per 2,000 square feet of gross floor area

Plus

75,000 & over square feet in a building 1 space per 2,500 square feet of gross floor area

Drive – Thru Requirements 4 reservoir spaces per drive thru station Including a bypass lane

Landscape Requirements

Route 20 Frontage Per 100 feet of frontage the minimum (within 10-foot setback for landscaping that will be planted:

- 2 shade or evergreen trees,
- 2 ornamental trees and,
- 20 – 5-gallon container size shrubs

Perimeter Landscaping For every 40 feet a 2-1/2” BB shade tree, or a 6’BB evergreen tree, or a 8’ BB ornamental tree will be planted.

Street Trees – Trees to be 1 shade tree per 60 feet. planted on both sides of the public right-of-way.

On-Site Landscaping Per 10,000 square feet of the front 100 Feet of each lot excluding the building footprint the following minimum landscaping should be provided:

- 2 – shade or evergreen trees
- 1 – ornamental tree
- 10 – deciduous or evergreen shrubs – 5 gallon containers

Existing Trees Credit will be given to existing trees per Village review.

Minimum Plant Material Sizes Shade Tree (Deciduous Tree) – 3 inch Caliper
Evergreen Tree – 6 foot height

Ornamental Tree (Deciduous Tree) – 8 Foot height

Deciduous or evergreen shrub – 5 gallon container or 3 foot height.

Sidewalks

Sidewalks will be included on the final engineering plans and will be required to be constructed only as indicated on the Preliminary Plat. Sidewalks (where required) will be required to be constructed only as to each Lot as such lot is developed with a building.

Street Lights

A minimum of 1 decorative street lights (Village Decorative Light) will be provided and shown on the Final Engineering Plans. The lights will be shown at the intersection of Rt. 20 and the entry to the Parking Lot.

Appearance Standard

Any side of a building facing either of said streets will have a minimum of 50% of the building façade constructed with architectural concrete panels, brick, stone, or decorative stone.
EXHIBIT C-2
Permitted and Special Use List

1. Permitted Uses:
   a) All uses listed as "Permitted Uses" in the Village's I-1 General Industrial District and C-1 General Commercial District Ordinance as in effect as of the date of this Annexation Agreement (unless limited as a Special or Prohibited Use below)
   b) The following additional "Permitted Uses" (unless limited as a Special or Prohibited Use below):
      1. In connection with any retail, banking or restaurant facility there shall also be permitted an associated drive-through window / facility;
      2. Restaurant and taverns;
      3. Banks and financial institutions and associated ATM machines and drive-through windows / facilities;
      4. Hotels, including dining and meeting rooms;
      5. Wholesale establishments;
      6. Automobile vehicle sales lots and other outdoor sales lots;
      7. Building material stores for retail sale with accessory outdoor storage;
      8. Contractor and construction yards and / or offices;
      9. Restaurants (both traditional and so-called "fast food", and associated drive-through windows / facilities;
      10. Mini-warehouse facilities;
      11. Warehouses;
      12. Packaged liquor sales establishments (subject to the procurement of a liquor license pursuant to the Village's codes and ordinances).
      13. Accessory uses to the above permitted use;

2. Special Uses (Unless limited as a prohibited use below):
   a) All uses listed as "Special Uses" in the Village's I-1 General Industrial District and C-1 General Commercial District Ordinance as in effect as of the date of this Annexation Agreement.
   b) Automobile service stations with or without associated car wash and / or mini-mart retail facility;
   c) Animal hospitals and kennels;
   d) Any building or structure otherwise "permitted" that is in excess of 45 feet in height.

3. Prohibited Uses (the Prohibited Uses list shall preempt all other use lists):
Village of Pingree Grove

a. Acid manufacture;
b. Acetylene gas manufacture;
c. Adult oriented uses; adult bookstores or other establishment displaying, leasing, trading, selling pornographic materials as defined in the Village Code, whether as a principal use or accessory to an allowed principal use;
d. Ammonia, bleaching powder or chlorine manufacturer;
e. Animal boarding;
f. Arsenal;
g. Asphalt manufacture or refinement;
h. Auto title loan or postdated check or payday loan facility or equivalent
i. Auto wrecking, junk storage, towing services or impound yards;
j. Automobile or motor vehicle/recreational vehicle/implement repair, service, sales, rentals or maintenance;
k. Bar, tavern, package liquor store, dance hall or any other facility;
l. Blast furnaces (provided, this does not apply to operations ancillary to indoor manufacturing);
m. Car washes, drive-thrus;

n. Cement, lime, gypsum or plaster of paris manufacture;
o. Cemeteries, mausoleums, funeral homes and mortuaries;
p. Commercial excavation of building or construction materials, except in construction;
q. Community residences, group homes, rooming houses or residential uses of any kind, provided that this shall not prohibit hotels or similar transient lodging facilities renting sleeping facilities for temporary guests for stays not exceeding thirty (30) days;
r. Concrete and asphalt crushing and recycling.
s. Creosote manufacture or treatment;
t. Currency exchange, money wiring, check cashing facility or equivalent;
u. Distillation of bones, coal or wood;
v. Dollar stores, discount department stores, or wholesale establishments;
w. Drug paraphernalia or “head shop” or a retail establishment that permits the sale of drug paraphernalia as defined by Village Code or state law, or other similar establishment that sells glassware or items which are designed for or intended to be utilized for the ingestion or consumption of items intended to be burned and ingested, whether sold for such purpose or sold as ‘art’ or glassware;
x. Explosives or fireworks manufacture or storage;
y. Fat rendering;
z. Fertilizer manufacture;

aa. Fire, bankruptcy sale, wholesale, overstock auction house or their equivalent;
bb. Forge plants (provided, this shall not apply to metal stamping operations);
cc. Garbage, offal or dead animals, reduction or dumping;
dd. Gas manufacture;
e. Glue, size or gelatin manufacture;
ff. Landfill;

gg. Junk yards, vehicle salvage yards, and recycling facilities and garbage/waste transfer or sorting facilities;
Village of Pingree Grove

hh. Massage parlor;
ii. Oil drilling, water drilling, oil refining, quarrying, or mining operations, and all construction incident thereto;
jj. Ore reduction;
kk. Other or additional self-storage uses not contemplated by the approved Final Plans;
ll. Outdoor, drive-thru or standalone automatic teller machines (except for ATMs wholly concealed within the primary structure on the Property and accessible only from within the structure).
mm. Paint manufacture;
nn. Parking lots, as a principal use;
oo. Pawn shops;
pp. Penal, correctional and other institutions necessitating restraint of inhabitants;
qq. Refinement or storage in bulk of petroleum or its products, provided that nothing shall prohibit storage of petroleum products ancillary to automotive or automotive product warehousing operations;
rr. Residential Units, Attached or Detached
ss. Retail tobacco stores;
tt. Rolling mills;
uu. "Second-hand", resale or consignment store;
vv. Smelting of tin, copper, zinc or iron ores;
ww. Stone mills or quarries;
xx. Stockyard or slaughter of animals or fowls;
yy. Tanning, curing or storage of raw hides or skins;
zz. Tattoo, body art or body modification related uses; and,
aaa. Any use not expressly identified as a Permitted Use herein.
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Meeting Date: December 2, 2019

Item: Approval of Ordinance 2019-O-50, Rezoning the Village Hall property to a C-1 Planned Unit Development and approving a related Development Agreement

Plan Commission Motion: I move to recommend approval of a C-1 PUD zoning for the Village Hall properties.

Board Motion: Continuance to December 16, 2019 recommended.

Staff Contact: Dean Frieders, Village Manager
Chris Heinen, Village Planner

Purpose: This item approves the rezoning of the Village Hall properties to a C-1 PUD zoning district.

Background: On October 21, 2019, the Village Board authorized the sale of the Village Hall properties to Anchor Spa and Pool, Inc., the owner of the former Fire Station at Reinking Road and Public Street. Four of the five parcels of land are at the location of the former Village Hall, including the site on which the trailers are located and also the house in which the Building Division was previously located. The area in question bounded by the blue outline, below ("Hall Parcels").
The other parcel is a vacant park parcel at Reinking and US Route 20 (“Route 20 Parcel”), which is bounded in turquoise below:

With the sale of the properties authorized, the Village is working with the contract purchaser of the property to rezone the properties to permit their beneficial future use. The properties are all currently zoned Heritage District. Heritage District is placeholder zoning that freezes permitted uses at one point in time and eliminates any flexibility for future uses. As the properties are proposed to be utilized for commercial uses, a rezoning to a commercial district is appropriate. As the parcels have irregular shapes, and as there will be access challenges for the Route 20 parcel (based on the proposed construction of a roundabout at Reinking Road and Route 20), a Planned Unit Development zoning designation is proposed for the site.

At this time, no concept plans have been developed for the site. The zoning standards permit some flexibility in setbacks and related bulk standards to encourage full use of the sites, but any proposed plans for development will have to return to the Village for consideration of approval. As there are no concept plans in hand at present, the Village reserved the full panoply of potential reviews and considerations of approval, in order to retain maximum discretion to consider future uses of the property.
The development standards for the property recognize the current existence of two portable office trailers on the Village Hall property. Under the development standards, those trailers are permitted to be maintained for up to three years from the date of closing on the property, and thereafter are required to be removed. No additional or new trailers would be permitted on the property.

Residential uses are permitted in the existing home on the property, and if the developer builds a two-story project, a mixed-use is permitted with residential units on the second floor. This is consistent with a traditional “downtown” project feel, and also enhances site traffic to ensure viability of any proposed commercial businesses. The agreement includes a very detailed list of permitted, prohibited and special uses.

This zoning approval should be considered preliminary in nature, as the developer will be returning with proposed final plans for development of the property.

At the time that the agenda went to print, staff was continuing discussions with the developer regarding the development agreement. The staff recommendation is to complete the Plan Commission public hearing and obtain a Plan Commission recommendation regarding the zoning, and for the Village Board to continue the matter to December 16, 2019 to provide an opportunity to make any recommended updates to the zoning standards.

**Options:**

1. **Approve the Ordinance.** This will result in the property being rezoned to a commercial use list that enables it to be available for development.
2. **Amend the Ordinance.** The Village could amend the standards or setbacks, or to otherwise revise applicable standards. This option is not recommended as the proposed standards are designed to allow for productive use of the site.
3. **Do not Approve the Ordinance.** If the Village Board chooses to not approve the Ordinance, the Village will need to consider alternate zoning standards, as the existing zoning will not permit any redevelopment of the site.

**Financial Impact:**
Development of the site with commercial uses will permit the development of property and sales tax revenue for the Village.

**Recommendation:**
It is recommended to conduct the public hearing and provide Plan Commission comments and recommendations, and for the Village Board to continue the matter to December 16, 2019.
VILLAGE OF PINGREE GROVE

ORDINANCE NO. 2019-O-50

_______________________________________________________________

AN ORDINANCE APPROVING THE REZONING AND DESIGNATION AS A C-1/I-1 PLANNED UNIT DEVELOPMENT FOR THE ANCHOR SPA PROPERTY FOR THE VILLAGE OF PINGREE GROVE, KANE COUNTY, ILLINOIS

_______________________________________________________________


ORDINANCE NO. 2019-O-50

AN ORDINANCE APPROVING THE REZONING AND
DESIGNATION AS A C-1/I-1 PLANNED UNIT DEVELOPMENT
FOR THE ANCHOR SPA PROPERTY
FOR THE VILLAGE OF PINGREE GROVE,
KANE COUNTY, ILLINOIS

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE BOARD OF PINGREE GROVE, KANE
COUNTY, ILLINOIS THIS 2ND DAY OF DECEMBER, 2019.

PUBLISHED IN PAMPHLET FORM BY THE BOARD OF TRUSTEES OF THE VILLAGE OF PINGREE GROVE, KANE
COUNTY, ILLINOIS THIS 2ND DAY OF DECEMBER, 2019.

WHEREAS, the Village of Pingree Grove is not a home rule municipality within Article VII,
Section 6A of the Illinois Constitution and, pursuant to the powers granted to it under 65 ILCS
5/1-1 et seq.; and,

WHEREAS, the Planning and Zoning Commission of the Village of Pingree Grove did, on
December 2, 2019, conduct a public hearing regarding the proposed rezoning of the Anchor Spa
property legally described in the attached Exhibit 1 ("the Property"), and did recommend such
rezoning with the adoption of the Findings of Fact attached hereto as Exhibit 2; and,

WHEREAS, the public hearing was conducted pursuant to notice as required by law, and
all procedural requirements antecedent to the consideration of approval of the annexation,
approval of an annexation agreement, and rezoning of the Property have been satisfied; and

WHEREAS, the Village of Pingree Grove Board of Trustees wish to approve of the rezoning
of the Property pursuant to the terms of the Development Agreement attached hereto as
Exhibit 3 (which the Board has relied upon in considering the voluntary annexation of the
property and the extension of benefits to the Property); and,

WHEREAS, the Village of Pingree Grove has heretofore complied with all relevant
provisions of all other applicable statutes, ordinances and regulations as required by law;

NOW, THEREFORE, BE IT ORDAINED by the corporate authorities of the Village of Pingree
Grove:

SECTION ONE: REZONING APPROVED.
The Village Board does hereby adopt the C-1/I-1 Planned Unit Development zoning designation
for the Property pursuant to the terms of the Development Agreement and its exhibits. The
Village President is authorized and directed to execute the Development Agreement, subject to such revisions as shall be acceptable to him with the recommendation of Village staff.

**SECTION TWO: GENERAL PROVISIONS.**

REPEALER: All ordinances or portions thereof in conflict with this ordinance are hereby repealed, amended to be consistent with this requirement, or superseded by this requirement.

SEVERABILITY: Should any provision of this ordinance be declared invalid by a court of competent jurisdiction, the remaining provisions will remain in full force and effect the same as if the invalid provision had not been a part of this ordinance.

EFFECTIVE DATE: This ordinance shall take effect as provided for under Illinois law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Pingree Grove, Kane County, Illinois, on the 2nd day of December, 2019 by roll call vote.

______________________________
Steve Wiedmeyer, President of the Board of Trustees of the Village of Pingree Grove

ATTEST:

______________________________
Shelly Jureczek, Clerk of the Village of Pingree Grove

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APPROVED this 2\textsuperscript{nd} day of December, 2019.

______________________________
Steve Wiedmeyer, President of the Board of Trustees of the Village of Pingree Grove
ATTEST:

____________________________________________
Shelly Jureczek, Clerk of the Village of Pingree Grove
Exhibit 1: Legal Description of the Property

Village Hall Site:
Comprised of:
PINs 02-34-352-001, 02-33-481-007
LOTS 12 AND 13 IN JOHN H. DORAN’S ADDITION TO PINGREE GROVE, KANE COUNTY, ILLINOIS,
EXCEPTING FROM SAID LOT 12 THAT PART CONVEYED TO LOUIS KOTH AND HERMAN BAHE BY
DEED DATED JUNE 25, 1904 AND RECORDED NOVEMBER 3, 1904 IN BOOK 447, PAGE 159, AND
EXCEPTING ALSO THAT PART CONVEYED TO THE VILLAGE OF PINGREE GROVE BY DEED DATED
MAY 27, 1911 AND RECORDED MAY 29, 1911 AS DOCUMENT NO. 116967, IN BOOK 531, PAGE
355, IN THE VILLAGE OF PINGREE GROVE, KANE COUNTY, ILLINOIS.

PIN 02-34-352-002
THAT PART OF LOT 12 OF JOHN H. DORAN’S ADDITION TO PINGREE GROVE, DESCRIBED AS
FOLLOWS: COMMENCING AT THE NORTHEASTERLY CORNER OF SAID LOT 12; THENCE
SOUTHERLY ALONG THE EASTERLY LINE OF SAID LOT 40 FEET; THENCE WESTERLY AT RIGHT
ANGLES WITH THE EASTERLY LINE OF SAID LOT, 78 FEET; THENCE NORTHERLY PARALLEL WITH
THE EASTERLY LINE OF LOT 12 AFORESAID 76 FEET; THENCE NORTHEASTERLY 38 FEET TO A POINT
ON THE NORTHERLY LINE OF SAID LOT WHICH IS 78 FEET WESTERLY FROM THE NORTHEAST
CORNER THEREOF; THENCE SOUTHEASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 78 FEET
TO THE POINT OF BEGINNING; IN THE VILLAGE OF PINGREE GROVE, KANE COUNTY, ILLINOIS.

PIN 02-34-352-003
THAT PART OF LOT 12 OF JOHN H. DORAN’S ADDITION TO PINGREE GROVE, AS PLATTED AND
RECORDED, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT: COMMENCING AT A POINT ON THE
EAST LINE OF SAID LOT FORTY FEET SOUTHERLY FROM THE NORTHEASTERLY CORNER OF SAID
LOT, THENCE WESTERLY AT RIGHT ANGLES WITH SAID EASTERLY LINE OF SAID LOT 78 FEET,
THENCE SOUTHERLY PARALLEL WITH SAID EASTERLY LINE OF SAID LOT 12 TO THE SOUTHERLY
LINE THEREOF, THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT TO THE EASTERLY
LINE THEREOF AND TO THE PUBLIC ROAD OR STREET, THENCE NORTHERLY ALONG THE EASTERLY
LINE OF SAID LOT TO THE PLACE OF BEGINNING, SITUATED IN THE VILLAGE OF PINGREE GROVE.

The foregoing assemblage of property is located north of Public Street, west of Reinking Road and
south of Railroad Street, and includes an existing two-story block building, two existing mobile
office trailers, an existing two-story single-family residence and related outbuildings.

Reinking Site:
Comprised of:
PIN 05-02-153-007
THAT PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 41
NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF SAID SECTION 2, WITH
THE EXTENSION NORTHERLY OF THE EASTERLY LINE OF LOT 1 IN BLOCK 1 OF DANIEL PINGREE’S
ADDITION TO PINGREE GROVE; THENCE SOUTHERLY ALONG SAID EXTENDED EASTERLY LINE AND
THE EASTERLY LINE OF SAID LOT 1, 1.99 CHAINS FOR THE POINT OF BEGINNING; THENCE NORTH 59 DEGREES EAST, 2.50 CHAINS TO THE WESTERLY LINE OF STATE STREET (ALSO KNOWN AS REINKING ROAD); THENCE SOUTHERLY ALONG SAID WESTERLY LINE TO THE CENTER LINE OF OAK STREET; THENCE WESTERLY ALONG SAID CENTER LINE TO THE EASTERLY LINE EXTENDED SOUTHERLY OF SAID LOT 1; THENCE NORTHERLY ALONG THE EXTENSION OF SAID EASTERLY LINE TO THE POINT OF BEGINNING, IN THE VILLAGE OF PINGREE GROVE, KANE COUNTY, ILLINOIS.

Excluding the following Property which is reserved by the Village for future right of way use:

THAT PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 21 TOWNSHIP 41 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF SAID SECTION 2, WITH THE EXTENSION NORTHERLY OF THE EASTERLY LINE OF LOT 1 IN BLOCK 1 OF DANIEL PINGREES ADDITION TO PINGREE GROVE; THENCE SOUTHERLY ALONG SAID EXTENDED EASTERLY LINE AND THE EASTERLY LINE OF SAID LOT 1, 1.99 CHAINS; THENCE NORTH 59 DEGREES EAST 2.50 CHAINS TO THE WESTERLY LINE OF STATE STREET (ALSO KNOWN AS REINKING ROAD); THENCE SOUTHERLY ALONG SAID WESTERLY LINE, 17.36 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTHERLY ALONG SAID WESTERLY LINE TO THE CENTER LINE OF OAK STREET; THENCE WESTERLY ALONG SAID CENTER LINE TO THE EASTERLY LINE EXTENDED SOUTHERLY OF SAID LOT 1; THENCE NORTHERLY ALONG THE EXTENSION OF SAID EASTERLY LINE AND THE EASTERLY LINE OF SAID LOT 1, 34.08 FEET; THENCE EASTERLY 113.10 FEET TO A POINT BEING 68.41 FEET NORTHERLY OF SAID CENTER LINE AND 52.28 FEET WESTERLY OF SAID WESTERLY LINE; THENCE NORTHEASTERLY 16.05 FEET TO A POINT BEING 80.68 FEET NORTHERLY OF SAID CENTER LINE AND 39.12 FEET WESTERLY OF SAID WESTERLY LINE; THENCE NORTHERLY 146.22 FEET TO THE POINT OF BEGINNING; CONTAINING 14, 059 SQUARE FEET, MORE OR LESS, IN THE VILLAGE OF PINGREE GROVE, KANE COUNTY, ILLINOIS.
VILLAGE OF PINGREE GROVE PLAN COMMISSION
FINDINGS OF FACT AND RECOMMENDATIONS
ANCHOR SPA PROPERTY

INTRODUCTION

The Village of Pingree Grove is the owner of the Properties legally described herein, and seeks to enable the rezoning of the Property to permit its sale to the Developer identified in the Development Agreement attached hereto, and its subsequent redevelopment and utilization.

The Owners have developed, in cooperation with the Village, a set of rigorous Development Standards, Plans and Use List, which are incorporated in a proposed development agreement attached hereto as Exhibit 3.

On December 2, 2019, the Village of Pingree Grove Plan Commission held a public hearing to consider a petition filed by the Owners with respect to the Property for approval of the following: (1) annexation and rezoning of the Property to a C-1 Commercial Zoning District; (2) approval of a Special Use for the purposes described above; and, (3) approval of certain departures, exceptions and variations from Village codes and regulations necessary to permit development of the property in compliance with the Development Standards (collectively, the “Requested Approvals”).

In accordance with the Zoning Ordinance, the Plan Commission makes these findings of fact and recommendations relative to the Property with respect to the Requested Approvals after careful consideration of the petition materials, testimony and exhibits submitted by the Owners, and their respective consultants and of the comments, testimony and materials submitted by the community.

1) ZONING OF THE PROPERTY, SPECIAL USE AND EXCEPTIONS THEREFOR:

FINDINGS OF FACT

Rezoning upon annexation of the Property to a C-1 Commercial Zoning District. The Property is currently zoned as Heritage District. The Developer and Village seek the rezoning and classification of the Property to a C-1 Commercial Zoning District. Permitted, Special and Prohibited uses shall be only those consistent with the Use List and the terms of the Planned Unit Development Agreement. The request is in the public interest and is not solely for the interest of the Owners when considered in light of the following matters: The existing uses of property within the general area of the property in question. Residential use, agricultural, commercial and open space are the primary uses of property within the general area of the Property.
The zoning classification of property within the general area of the property in question. The Property borders parcels which are classified in a Heritage District, which incorporates a variety of various uses.

The suitability of the property in question to the uses permitted under the existing zoning classification. The Heritage District zoning only permits continuation of existing (public) uses which the property is no longer utilized for.

The trend of development, if any, in the general area of the property in question. The requested rezoning of the Property is consistent with a need to provide commercially zoned areas to provide commercial services for residential development in the area, and to further develop the Village’s non-residential tax base.

Projected use of the property, as indicated in the Comprehensive Plan. As noted above, the Village’s Comprehensive Plan is not consistent with existing uses in the area and the use proposed therein is not appropriate given the status of the Property.

Approval of a Special Use. The Owners seek a special use permit for Planned Unit Development, with all such special uses being conducted consistent with the Development Standards promulgated for the Property, the Preliminary Plans for the Property, and subject to the provisions of the Planned Unit Development Agreement for the Property.

Standards for Special Use Permit.

The Special Use will not be detrimental to or endanger the public health, safety, comfort or general welfare. Inclusion of the Property as part of the Anchor Spa PUD will ensure that the Property is utilized appropriately, with respect to the unique nature and conditions of the area. Traffic from the Property will be accommodated by road infrastructure improvements being made in the area. The Property will be served by existing public infrastructure systems (including sanitary sewer and water service). These facts, when considered collectively, ensure that the Special Use will not be detrimental to the health, safety and welfare of the community.

The Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted, nor substantially diminish or impair property values within the neighborhood. The Property will be subject to rigorous standards of development and innovative concept plans, pursuant to the Planned Unit Development Agreement for the same, which shall contribute to enhanced property values.

The Special Use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district. The Special Use does not impede orderly development of surrounding properties.
Adequate utilities, access roads, drainage and/or necessary facilities have been, or are being, provided. The existing roadway network system coupled with proposed roadway system improvements for the area of the Property ensure adequate access roads are available or are being provided for the Property. The Property will be annexed to the Village and thus will benefit from the water, water storage, sanitary sewer, stormwater management systems being constructed.

Adequate measures have been, or will be, taken to provide ingress and egress so designed as to minimize traffic congestion in public streets. Adequate roadways are already in place to service the existing property and are in use for the existing uses. Site ingress and egress, as well as any proposed on-site roadways, will be subject to further review by the Village and the Illinois Department of Transportation.

The development shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the Village Board pursuant to the recommendations of the Plan Commission. The Village will require that the development on the Property will be constructed in accordance with all laws, rules and regulations and pursuant to all necessary permits or approvals that may be required. Notwithstanding the foregoing, the Plan Commission recommends approval of those exceptions and special uses provided for in the Planned Unit Development for the Property.

Standards for Development. The requested Special Use and Plans meet the standards of the Village regulations as set forth below.

The development of the Property conforms with the following objectives of the Village’s Comprehensive Plan:

To allow for the design of developments that are architecturally and environmentally innovative, and that achieve better utilization of land than is possible through strict application of standard zoning and subdivision controls. Rezoning of the Property in the Village will result in the better utilization of land and more architectural control. The development agreement includes comprehensive architectural control and an innovative review process for the same.

To encourage land development that, to the greatest extent possible, preserves natural vegetation, respects natural topographic and geologic conditions, and refrains from adversely affective flooding, soil, drainage, and other natural ecologic conditions. The Owners and the Village will work to so preserve natural conditions and avoid adverse impact. The Property contains a number of flood/wetland areas that will be accommodated by the approved final engineering plans for the Property.

To combine and coordinate architectural styles, building forms, and structural/visual relationships within an environment that allows mixing of different land uses in an innovative and functionally efficient manner. The proposed Property development is innovative and will contribute to the architectural diversity of the area.
To provide for abundant, accessible, and property located public open and recreation space, private open and recreation space, schools, and other public and private facilities. The Property is adequately serviced by existing and to-be-constructed public open and recreation space and other public and private facilities, shall provide additional recreational opportunities.

To promote the efficient use of land resulting in networks of utilities, streets and other infrastructure features that maximize the allocation of fiscal and natural resources. The inclusion of the Property in the Village will allow the Property to benefit from the water, water storage, sanitary sewer, stormwater management systems being constructed in the Village, thereby increasing the size and efficiency of those networks, as well as maximizing the allocation of natural resources within the Village.

To enable land developments to be completely compatible and congruous with adjacent and nearby land developments. The inclusion and development of the Property as part of the Village will give the Village adequate control to ensure that the Property is developed in a manner that is compatible with nearby uses.

To ensure that development occurs at proper locations, away from environmentally sensitive areas, and on land physically suited to construction. The development of the Property will not disturb any environmentally sensitive areas. The Owners have determined that the Property is physically suited for the proposed construction and use, and the Property shall be developed in conformity with the applicable federal, state, county and local environmental regulations.

To allow unique and unusual land uses to be planned for and located in a manner that ensures harmony with the surrounding community. The inclusion of the Property in the Village will create more opportunity for unique land uses and provide harmony with the surrounding community.

To create a method for the permanent preservation of historic building and/or landmarks. As the Plan Commission has not received any evidence or testimony as to the presence of any historic buildings and/or landmarks on the Property, this standard is not applicable.

The Property will be under single ownership and/or unified control. The Owners have represented in their petition that they are the single owners of the Property and that they or their successor(s) will have sole ownership and control of the Property during construction.

The proposed uses are of a type and so located as to exercise no undue detrimental influence upon surrounding properties. The proposed uses of the Property are consistent with surrounding uses approved for the area, and will not endanger the public health, welfare, or safety, nor shall it substantially diminish or impair property values in the neighborhood in which it is to be located.

The proposed uses are of a character and contain such uses that are needed in the area. The proposed uses are needed in the area.
The net density of the development will generally correspond to the net density regulations imposed by the underlying zoning district. The Property will meet the Village’s requirements for planned unit developments with respect to space between buildings, yards, building height, parking requirements, ingress and egress, and compliance with applicable subdivision regulations.

Exceptions. In connection with the requested Anchor Spa Special Use the Owners have requested that the certain exceptions from the Village’s zoning and subdivision regulations. Said exceptions are those necessary to permit the usage of the Development Standards, Use List and Preliminary Plans for the C-1 Commercial Zoning District PUD designation. All plans developed for the Property shall be subject to revision consistent with the comments of Village Staff including the Village Planner and Village Engineer. The Plan Commission finds that such exceptions are appropriate for the Property, and that the proposed zoning is appropriate provided that all uses are governed by the Planned Unit Development Agreement and Use List.
RECOMMENDATIONS

Based on the foregoing findings, the Plan Commission recommends that the C-1 zoning designation, with a special use permit for Planned Unit Development, with all such special uses being conducted consistent with the Use List and Development Standards promulgated for the Property, and subject to the provisions of the Planned Unit Development Agreement for the Property, and with the above-referenced exceptions and variations, be granted for the Property, subject to the following conditions:

(None).

____________________________
Robert Smith
Chairman, Village of Pingree Grove Plan Commission

Dated: December 2, 2019
Exhibit 3: Development Agreement
Anchor Spa Development Agreement

11.15.19 DMF

This Development Agreement (the "Agreement") is made and entered the____ day of December, 2019 by and among the Village of Pingree Grove, an Illinois municipal corporation located in Kane County, Illinois, (the "Village") and Anchor Spa and Pool, Inc., (“Developer”, and collectively, “the Parties”). At the time of approval of this Agreement (and the rezoning contemplated herein), the Village is the owner of certain parcels of property legally described in the attached Exhibit A (“the Property”), and Developer is the contract purchaser. It is contemplated that the Parties shall conclude a real estate closing whereby the Developer shall become the owner of the Property. This Development Agreement is entered into in anticipation of such exchange of ownership, for the benefit of the Developer.

RECITALS

A. The Village is the Owner of record of real property situated on Reinking Road in Kane County, Pingree Grove, Illinois, which property is legally described on Exhibit A attached hereto and incorporated herein by reference as the “Property”.

B. The Developer proposes to purchase the Property and to develop it as a commercial property in accordance with the requirements of this Agreement.

C. The Village acknowledges that the Developer’s proposed use of the Property as set forth in this Agreement, will be compatible with and will further the planning objectives of the Village and that the rezoning of the Property to the Village will be of benefit to the Village, will permit orderly growth, planning and development of the Village, will increase the tax base of the Village, and will promote and enhance the general welfare of the Village and its residents. The Owner acknowledges that the Village is not obligated to rezone the Property to a PUD zoning designation, and that the Village’s agreement to rezone the Property in
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accordance with the provisions of this Agreement, to provide access to public utility services and other Village services, and to otherwise perform the Village’s obligations under this Agreement constitutes valuable, bargained-for consideration that benefits the Owner and the Property.

**D.** The Village acknowledges and the Owner agrees that a Planned Unit Development-Commercial zoning designation, as provided under the Village zoning ordinance, will be the most appropriate zoning classifications for the development of the Property.

**E.** The Village has agreed to zone the Property as hereinafter described, including all necessary supporting materials and documentation as outlined herein and in the Village’s zoning ordinance.

**F.** Pursuant to notice, as required by statute and ordinance, public hearings were held by the Village’s Plan Commission on the requested zoning of the Property, and the findings of fact and recommendations made by said body relative to such requests have been forwarded to the Corporate Authorities.

**G.** All other and further notices, publications, procedures, public hearings and other matters attendant to the consideration and approval of this Agreement and the rezoning of the Property have been given, made, held and performed by the Village as required by the Illinois Municipal Code, and all other applicable statutes, and all applicable ordinances, regulations and procedures of the Village.

**H.** The Corporate Authorities have duly considered all necessary matters to enter into this Agreement, have considered the recommendations of the Village’s Plan Commission in connection with the proposed zoning of the Property and have further duly considered the terms and provisions of this Agreement and have, by an ordinance duly adopted by a vote of the Corporate Authorities then holding office, authorized the President to execute, and the Village Clerk to attest, this Agreement on behalf of the Village.

**NOW, THEREFORE,** in consideration of the foregoing recitals and the mutual covenants and agreements herein made, the Parties hereby agree as follows:

**ARTICLE I**

**RECITALS**

The Parties acknowledge that the statements and representations contained in the recitals, both inclusive of the foregoing recitals are true and accurate and incorporate such recitals into this Agreement as if fully set forth in this Article I.
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ARTICLE II
INTENTIONALLY OMITTED

ARTICLE III
ZONING OF THE PROPERTY

A. “PUD-C” Provisions. It is herein agreed that the PD-C zoning for the property shall include the following provisions and restrictions:

1. Permitted, Special and Prohibited Uses: The uses allowed on the Property shall be limited to those described in Exhibit C to this Agreement. Should the Village later adopt any ordinance permitting the conduct of cannabis-related businesses within areas of the Village zoned as commercial, such uses shall be deemed a special use for the Property.

2. Parking Provisions: Parking shall conform to the requirements of the Village Code and shall only be permitted on concrete, asphalt or other hard (non-gravel/non-dirt) surface in accordance with Village Code. No inoperable motor vehicle (as defined by Village Code or state statute) shall be permitted to be stored or parked upon the Property in any location.

3. Permitted Outdoor Storage:

   a. Outdoor dumpsters, trash compactors, and similar rubbish disposal facilities shall be permitted within the Property, provided that all such facilities shall be completely screened from view with either landscaping and/or a wall or fence constructed of materials and colors matching the principal building it services. For purposes of this subsection, “similar rubbish disposal facilities” shall include development-specific rubbish containers (e.g. grease containers for restaurant use). Any such proposed outdoor rubbish disposal facilities and their related landscaping/screening shall be subject to prior review and approval by the Village Board through the approval of the Final Plans to confirm compliance with this section.

4. Plan Review Procedures: It is acknowledged that the Developer has not submitted preliminary or proposed final engineering or preliminary or final plans for the Property. The Village reserves, in its absolute and sole discretion, review and approval of all final plats, stormwater and engineering plan, landscaping plans, proposed architectural designs, elevations, photometric plans, signage plans, uses of discrete lots and areas, renderings or plans, mass grading plans, and all related development or design plans which the Village shall seek review and approval of during the time of development, proposal of concept plans,
preliminary or final plat review, building permit application, or any other aspect of site development. At such time as the Developer proposes to proceed forward with final plans for consideration and approval by the Village, the Developer shall submit to the Village detailed Final Plans including full site plans with civil engineering plans and related calculations, full building floor plans and elevations, inclusive of color schemes and building materials, landscaping plans, lighting plans, screening plans, signage plans and related planning and civil engineering plans as required by the Village Planner or Village Engineer. The Parties acknowledge that the discussions conducted to date lack adequate detail for a full review by the Village Planner, Engineer or Board, and thus the Village reserves full discretion to review and approve or require amendment to the final plans. The Village’s determination as to whether or not proposed buildings, building materials, signs and development layout conform to the Village’s requirements shall be in the Village’s sole and absolute discretion. The approval of the final plans may be provided by the Village Board, or the Board may require the recommendation of the Village Plan Commission. In no event shall the approval of the final plans require the conduct of additional public hearings, unless specified by the Village Board. The Developer agrees that it shall submit the detailed final plans contemplated above within twelve months of the date of annexation of the Property.

a. Review Process: The VILLAGE agrees that it shall take all reasonable steps possible to ensure that any areas of the Property undergo a streamlined review process. Said areas shall be subject to full review as contemplated by this Agreement, and said review shall consist of one of the following review processes (either “Full Review” or “Board Review”), unless otherwise agreed to by the Village and the petitioner at or after the time of the request. The Village Manager shall initially determine whether a given submission requires Full Review or Board Review, and his determination shall be appealable to the Village President, whose decision shall be final. Neither a Full Review nor a Board Review shall require any publication or mailing of any notices, provided that the documentation being reviewed proposes uses consistent with the terms of this Agreement.

FULL REVIEW:

i. Owner shall submit any document sought to be reviewed, such as a final plat or architectural elevation (“Document”) to Village Staff (including the Village Engineer, Village Attorney, Village Planner and Village Manager), for initial review by staff, and for staff recommendation. Staff recommendations and comments shall be provided within a reasonable time of receipt of the Document.

ii. After receiving a staff recommendation, Owner shall submit said Document for review by the Village Plan Commission. Said review
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shall be performed by Plan Commission at a Plan Commission meeting deemed acceptable to the Village Manager, following a presentation of the Document to the Plan Commission by the Owner (and following presentation of staff comments by Village Staff), continued from time to time as necessary, and the Plan Commission shall provide a recommendation to the Village Board, along with a list of recommended changes to the Document, if any.

iii. After receiving the Plan Commission recommendation, Owner shall submit said Document for review to the Village Board. Said Village Board review shall be performed by the Village Board at a Village Board meeting deemed acceptable to the Village Manager, following a presentation of the Document to the Board by the Owner (and following presentation of staff comments by Village Staff), continued from time to time as necessary. The Village Board shall evaluate staff and Plan Commission recommendations, and may approve or reject the Document, with any required changes, by a majority vote of the Corporate Authorities.

iv. Example: Owner seeks to get approval of a sign plan on the Property. Owner submits copies of the sign plan to Village Staff, who prepare and submit to the Village (and Owner) recommendations regarding the plan. Owner may amend the plans in response to staff recommendations, or may submit the plans to the Plan Commission for review. Before the Plan Commission, Owner presents the plan and Staff provide their comments. The Plan Commission reviews the plan at one or more meetings, and develops and approves a recommendation to reject the plan (with any recommended rejection including a written statement as to why the plan is rejected), to approve the plan, or to approve the elevations subject to certain revisions (with any recommended revisions being documented in writing). Thereafter, the Staff and Plan Commission recommendations shall be forwarded to the Village Board for final review and approval. The Village Board reviews the plan at one or more meetings, and either rejects the plan (with any recommended rejection including a written statement as to why the plan is rejected), approves the plan, or approve the plan subject to certain revisions (with any required revisions being documented in writing).

BOARD REVIEW:

a. Board Review shall consist of the same steps as Full Review, without any intervention or hearing before the Plan Commission.

2. Overlay Zoning District: The VILLAGE and OWNER acknowledge that the entirety of the Property shall have overlay zoning as contemplated above, and thus that configuration or reconfiguration of portions or the entirety of the
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Property with varying uses which are permissible under this Agreement shall not require a rezoning. Accordingly, following the initial rezoning of the Property, use of the Property in accordance with this Agreement and the overlay P.U.D. zoning imposed hereunder shall not require a public hearing or the other statutory processes associated with a rezoning. Any concept, preliminary or final plat or plan shall require compliance with the above-listed requirements. The Owner and Village agree and acknowledge that preliminary and final plats and plans shall be submitted to the Village and shall be subject to review and approval by the corporate authorities of the Village at a public meeting, after receipt of a recommendation from the Plan Commission and Village staff, without need for a separate public hearing.

3. Phasing of Development: The Property may be developed in one or more phases. Such phases shall be configured in such a manner that each such phase shall be served by all utilities, including adequate service capacity and looping within that particular phase (and contained solely within the Property) as shall be required by the Village Engineer. Developer shall provide not less than one point of access, comprised of a full access point to a public road, for each phase, unless waived by the Village. To the extent that utility improvements may be developed or installed in phases, the Village shall inspect and accept the same on a phase by phase basis provided that such improvements are sufficient to service the phase developed on a stand-alone basis, as determined by the Village Engineer. Each phase shall be required to adhere to all applicable provisions of this Agreement.

4. IDOT Approvals: The Parties acknowledge that the Property fronts on Route 20 which is under the jurisdiction of the Illinois Department of Transportation. The Village agrees that it shall, at Developer’s sole cost and expense, apply for any permits or permissions required to secure access points on Route 20, in locations consistent with final plans approved by the Village.

C. Architecture and Design Provisions

1. **Compliance with Design and Development Standards:** At the time of approval, the Developer shall submit detailed, color architectural elevations and floor plans for the proposed development, inclusive of all specified building and canopy materials, for review and approval by the Village Board. Such elevations, plans and materials shall be subject to approval by the Village Board, in their sole and absolute discretion, as a component of approval of the final plans.

The final plans shall also incorporate proposed signage (both building mounted and monument signs), with full color renderings, as a component of final plan approval. All such signage shall be subject to review and approval by the Village Board in their sole and absolute discretion.
There shall only be up to two (2) monument signs at the Property (unless the Village approves additional monument signs at the time of final plan approval), and such signs shall comply with Village Code unless the Village Board approves deviations from the same at the time of final plan approval.

The Developer shall design, install and/or construct all signage, landscaping, lighting and improvements in conformance with the approved final plans.

Developer shall be responsible for installing approved parking lot area lighting as shown on the approved final plans. Prior to the issuance of any building permits for any area of the Property, the Developer shall provide the Village with a development plan showing the timing of installation and the timing of illumination of lighting, showing that lighting will be adequate, as required under the Village Code, to provide safe conditions in the areas under development, and to provide final lighting prior to the issuance of certificates of occupancy. The expense of installing and operating such lighting shall be exclusively borne by the Owner. All lights shall be designed and installed to conform to the requirements of the Final Plans, which shall comply with Village Code with regard to parking area lighting.

The final plans proposed by Developer shall also include all landscaping and screening elements proposed by the Developer, which landscaping and screening shall be subject to review and approval by the Village Board in their sole and absolute discretion.

2. **Signage:** Any permanent signs, marketing signs, off-site signage, temporary signs or other signs of any form shall be installed only in strict compliance with the applicable provisions of the Village’s zoning code pertaining to permitting and authorization of such signs, unless alternate signage is approved with the final plans.

D. **Density of the Project:** The density and site coverage contemplated by the approved final plans shall constitute the approved maximum density of the Property. Any future development contemplating greater density or more intensive use or site coverage shall require an amendment of this Agreement and the PD-C zoning.

E. **Detention Basin Maintenance:** The Parties acknowledge that stormwater detention shown on the approved final plans, whether underground or as a component of a detention basin, shall be maintained by the Developer. This maintenance obligation shall be for the area starting at and extending both above and below the design high water line of such detention basins and shall extend to all components of the basin including outfall weirs, manholes, berms, or other structures or facilities, regardless of whether the basins are designed as a wet bottom, dry bottom, wetland bottom, or other design. The obligation of the Developer to maintain the
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detention basins shall be backed up by the commercial backup special service areas described herein. As a component of the required maintenance obligation, the Developer shall have an inspection of any underground stormwater detention areas completed at least annually, by a qualified person acceptable to the Village Engineer. A copy of such inspection report shall be filed with the Village. The Developer shall comply with any maintenance or repair recommendations provided in such report.

F. Special Service Area: Developer and its respective successors, assignees and grantees, shall not object to and agree to cooperate with the Village in establishing a special service area (“SSA”) for the Property. The execution of this Agreement shall constitute consent to this section, agreeing and waiving any objection to the creation of a back-up Special Tax Service Area that shall pay for the cost of maintenance of all detention and earthen berms or dams, underground or above-ground stormwater detention facilities, drains, tiles, waterways, valves and related appurtenances, open space, and common areas (including islands) of the said areas, commercial property monumentation, landscaping, signage, maintenance of all private curbs and roadways, parking lots and parking areas, driveways and drive aisles, and any other common areas of said areas (“Common Facilities”). Such SSA shall also cover any costs associated with mosquito abatement within the Property.

Execution of this Agreement by the Developer constitutes the waiver of objection to the establishment of a single SSA to cover all portions of the Property. This waiver of objection shall be binding upon all successor Developer of the Property or any portion thereof, for the term of this Agreement. Developer shall have the primary responsibility of providing for the above referenced maintenance, so as to keep the same in a clean, sightly and first-class condition (the “Common Facilities Maintenance”). If at any time such Developer fails to conduct the Common Facilities Maintenance, then the Village shall have the right, but not the obligation, to undertake such maintenance and utilize the SSA to provide sufficient funds to pay the costs of the Common Facilities Maintenance undertaken by the Village. The Special Tax Service Area shall be recorded prior to or concurrent with the recording of the First Final Plat of Subdivision for the commercial areas. Said SSA shall have a rate as determined by the Village Engineer.

A maintenance easement (“Common Facilities Maintenance Easement”) shall be established over all of those Common Facilities located on the Final Plat for the Common Facilities Maintenance. The substance of the Common Facilities Maintenance Easement shall be as approved by legal counsel for the Village and Developer, which approvals shall not be unreasonably withheld.

Any purchaser of property subject to this Agreement shall be deemed to consent to the Village’s establishment of one or more active special service areas (individually, an “SSA”) hereafter described. As indicated above, the Developer shall own and maintain the stormwater management systems and all improvements related thereto, including stormwater management systems included within areas dedicated to the Village.
Nothing in this Agreement shall prevent the Village from levying or imposing property taxes, including but not limited to special service areas, special assessment areas, or other ad valorem or flat rate taxes upon the Property in the manner provided by law which are applicable to and apply equally to all other properties within the Village or from establishing a special service area that encompasses solely the Property, and from levying and imposing special service area taxes solely on the Property. The Village shall have no obligation to provide such additional municipal services unless and until such special service area is established.

G. Excavation and Grading

1. **At-Risk Work:** The Developer shall have the right, prior to obtaining approval of final engineering drawings and prior to approval of a building permit for any phase of the Property, to undertake excavation, preliminary grading work, filling and soil stockpiling on the Property in preparation for the development of the Property, upon approval of grading, soil erosion and sedimentation control plans by the Village Engineer. Such work shall be undertaken at the Developer’s sole risk and without injury to the property of surrounding property owners.

2. **IEPA Violations:** The Parties agree that, to the best of their knowledge, there are no pending IEPA investigations of or environmental contamination issues with the Property.

3. **Truck Staging, Stockpile, Lane Closure:** Developer shall provide adequate space on the Property at all times for staging of trucks on the property, and construction deliveries or vehicles relating to or working at the site shall not be permitted to queue or park on any roadway or roadway shoulder. Additionally, Developer shall provide a designated on-site location for stockpiling of construction materials that permits trucks to load and unload entirely on the Property, without obstructing the flow of traffic on any public street or sidewalk. In the event that Developer’s construction plans require the temporary closure of any public street or sidewalk, prior to such closure, Developer shall submit a traffic control plan to the Village Engineer, shall modify such plan to be acceptable to the Village Engineer, and shall thereafter abide by such plan.

H. Security for Public Improvements

Security to be provided by the Developer for the completion of the public improvements benefitting the Property or related off-site improvements, including but not limited to the curbing, striping, utility connections and related improvements within the public right of way shall be provided prior to the commencement of construction and shall be in accordance with the terms of this Agreement and applicable Village ordinances, as modified by this Agreement. The Developer shall provide such security to the Village in the form of cash, irrevocable letters of credit or performance bonds. Bonds and letters of credit shall be in a form approved by the Village Attorney and be issued by an entity approved by the Village President or his designee.
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from a bank or financial institution located in the United States of America. Any bonds required under Village Code or this Agreement shall be from a company licensed to do business in the State of Illinois. Any Letters of Credit required under Village Code or this Agreement shall be from a financial institution acceptable to the Village President, and the Developer shall provide such information or documentation as to the status of the proposed financial institution as the Village President shall require, to demonstrate their creditworthiness and stability. The amount of security posted with the Village shall at all time equal one hundred twenty percent (120%) of the cost of completing required public improvements. The Village Board shall authorize the reduction of such security from time to time, but no more than once every one hundred and eighty (180) days, as related offsite work or public improvements within the Property are completed and approved by the Village Engineer and prior to their acceptance of such improvements by the Village.

1. Acceptance of Public Improvements and Maintenance Bond for Public Improvements: Upon completion of public improvements and acceptance by the Village, the Developer shall provide a signed bill of sale for any items of personal property to be transferred to the Village, and shall execute all documentation required to denote acceptance and transfer of ownership, warranties, and similar interests. Prior to the acceptance of the streets (if any) by the Village, the improvements shall be in a condition acceptable to the Village in accordance with the requirements of Village Code and the recommendations of the Village Engineer, and completed with any other required final improvements, and all punchlist items previously identified by the Village shall be satisfied. Upon acceptance of any public improvement by the Village in accordance with this Agreement, Developer shall be entitled to a corresponding release or reduction of any Subdivision Performance Bond or Letter of Credit. For a 18 month period following acceptance of any public improvement, the Developer shall guarantee the workmanship of any public improvements constructed, and shall be responsible for the performance of any repairs or remediation required on such public improvements, as determined by the Village Engineer, to return them to a condition in which they would be appropriate for initial acceptance by the Village, including the repair of any ordinary wear and tear on the aforesaid improvements or the repair of any broken or damaged improvements. To secure the performance of this obligation, the Developer shall provide a Maintenance Bond which shall remain in place for an 18-month period from date of acceptance by the Village. Said maintenance bond shall be equivalent to twenty percent (20%) of the value of the improvement constructed, and shall be in the form of a cash escrow, letter of credit, bond or other security acceptable in form and content to the Village. Developer shall also be responsible for the repair of damage to any public improvement caused through the intentional or negligent conduct of Developer, its contractors, subcontractors, agents, successors and assignees, and for the repair of any design or construction defect in any public improvement that is identified prior
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to or during the 18-month maintenance period (e.g. sagging sewer, sinkhole in roadway, etc.).

I. Plan Review and Construction Supervision: Developer shall comply with the applicable provisions of Village Code pertaining to the establishment of an escrow for planning and civil engineering services, and shall be responsible for the payment of all internal and third-party planning, legal and civil engineering fees incurred by the Village with respect to the plan review, inspection, development, permit application(s) or construction observation associated with the Property. Developer agrees that it shall post additional funds with the Village, in an amount reasonably determined by the Village, as shall be necessary to fully cover such costs, plus a three percent (3%) administration fee payable to the Village. Such payments shall be made to the Village within fifteen (15) days of the date of any request by the Village. The Village shall provide Developer with copies of all invoices payable from such funds, upon request.

J. Rezoning of Property: The Parties agree that, for the term of this Agreement, the Property shall not be rezoned to any zoning other than that imposed under this Agreement without the approval of the Village and the Developer, with such rezoning requiring consent from the Village in the sole and absolute discretion of the Village without regard to statutory or common law zoning prerequisites and the agreement of the Developer to an amendment of this Agreement on terms and conditions acceptable to the Developer, and further agree that the approvals described in this Agreement are based upon the Village’s agreement with the zoning imposed under this Agreement; any amendment of said zoning shall require an amendment to this Agreement, on terms and conditions acceptable to the Village and Developer.

K. Required Amendments to Final Plans: The final plans shall be prepared to address all comments of the Village Plan Commission, Village Board, Village Attorney, Village Engineer and Village Planner, as memorialized in the approval documents associated with this Agreement.

1. Developer must revise the Final Plans to address any conditions identified in the approval provided by Village Board, Plan Commission, Attorney, Engineer or Planner.
2. Developer shall provide landscaping, lighting, screening and similar improvements in the vicinity of the proposed parking area at the rear of the property, in a format acceptable to the Village.
3. Developer shall prepare the final plat for the property to include such certifications, signatures and approvals as the Village Engineer shall require.
4. Developer shall submit a final plan showing LED outdoor lighting compliant with Dark Sky certifications, and inclusive of a photometric plan acceptable to the Village Board with the recommendation of the Village Engineer.

Notwithstanding any other provision of this Agreement, until the revised final plans are submitted to and approved by the Village, the documents appended hereto shall not be considered the final plans and shall remain only conceptual in nature.
L. **Non-Conforming Final Plat or Plan:** Should the Parties mutually agree that an amendment to the final plat and plan that deviates from exhibits included herein, the Parties may jointly elect to approve a Final Plat and Plan including those different terms or conditions of development, without requiring an amendment to this Agreement. Any such changes in the final plat and plan that deviate from the requirements of the Plans included herein, as those plans are defined in and contemplated by this Agreement, shall require the mutual consent of both Parties, and neither party shall: a) be obligated to accept deviations from the final plans; or, b) be obligated to accept deviations from the final plans contemplated herein without first requiring an amendment to this Agreement on terms and conditions acceptable to both parties.

**ARTICLE IV**

**INFRASTRUCTURE**

A. **Water Mains, Potable Water Supply and Sanitary Sewers:**

1. **Village Water Supply and Sanitary Sewer Service:** The Village represents and warrants that it owns, operates and maintains a potable water supply and distribution system and a sanitary sewer system within its borders. The Village shall assist the Developer in obtaining all required permission to connect to the water and sewer mains located within the Village, at the Developer’s sole expense. Provided that there remains adequate pressure, flow and capacity at the time of proposed connection, the Developer shall have the right to connect to and use such systems and mains upon payment of those capital, tap-on and user fees required by the then-current Village ordinance or resolution (subject to Section III(M) above). Said fees may be changed by the Village from time to time in the Village’s sole and absolute discretion, and Developer agrees to pay the amount as required by the Village at the time such payment is due. The Developer has verified that there is current volume, pressure and capacity available in the utility mains to service the Property, as of the date of this Agreement, for the potable water, fire suppression and sanitary sewer needs of the Property. The Developer shall be responsible for constructing all on-site and off-site improvements necessary to connect to the Property and any development on the Property to the presently existing utility mains of the Village, in the fashion and orientation contemplated by the final plans (once approved). The Developer shall be exclusively responsible for the payment of all costs, expenses and charges associated with the design, construction and permitting of such improvements, including but not limited to any security required under this Agreement or applicable law, any permits required by the Village, the Illinois Environmental Protection Agency or any other agency having jurisdiction, or any other costs whatsoever. The Developer shall loop existing water mains and connect to two points on the existing water mains of the Village in a fashion acceptable to the Village Engineer, if required by the Village Engineer, and shall extend water and sewer mains to the westerly boundary of
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the Property if required by the Village. Additionally, the Developer shall install oil and water separators and/or grease traps on the sanitary sewer lines at the property as required by the Director of Public Works and Village Engineer (if applicable).

B. Streets, Access and Public Rights of Way

1. **ROW Dedications:** Should the Village approve of final plans including the construction of any public right of way, all rights-of-way dedications shall be made at the time of final plat and shall conform to the widths, dimensions and amounts as approved in the final plans. The roadway specifications for the Property shall be in accordance with the final plans. The Village reserves the right to approve of final plans that do not include any public right of way (i.e. that include only private streets or driveways), to require the dedication of on-site public right of way to permit future development of the property with multiple tenancies, or to permit the construction of private driveways with dedicated easements for potential future public use.

   a. **IDOT ROW Dedication:** Developer shall dedicate any portion of the Property required for Illinois Department of Transportation Right of Way purposes to the Illinois Department of Transportation or to the Village at the Village’s preference, at the time of recording of the final plans, in a fashion acceptable to the Village Engineer.

2. **Road Improvements:** Developer shall be responsible for the construction of all on-site public and private road improvements reflected on the approved final plans, and for the construction of those off-site public road improvements reflected on the final plans. The Developer shall construct sidewalks as reflected on the attached final plans.

3. **Traffic Controls:** A traffic control and signalization plan, including plans for off-site traffic control devices shall be submitted and approved by the Village Engineer prior to final plat approval, and Developer shall be responsible for installing all such improvements at its sole cost. Such plan shall also be subject to approval by IDOT, and Developer shall comply with all comments and requirements of IDOT.

C. Storm Water Retention, Facilities and Improvements

1. **Developer Responsibility:** The Developer shall provide all necessary storm sewers, detention systems and compensatory storage in compliance with the Village Code, the existing flood plain ordinance of the Village and all other applicable laws and regulations, as modified or amended pursuant to the terms of this Agreement including all storm water calculations prepared by a licensed
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Illinois engineer. For any underground storm water systems, the Developer shall comply with such inspection and best management practices as required by the Village. Developer shall also comply with all regulations applicable to floodplains, detention basins, wetlands, surface waters or other similar issues, as they may affect the design or configuration of the Property or stormwater systems/detention, and shall obtain all required reviews, permits and approvals when required. Developer shall indemnify, defend and hold harmless the Village, its planners, engineers, attorneys and other consultants from any claims arising out of or relating to the use, development, configuration or impact of any wetlands, floodplains, floodways, or stormwater detention areas or related facilities.

ARTICLE V
RECAPTURE AGREEMENT

The Village makes no representations as to the absence or presence of recapture, and the Owner and Developer acknowledge that they have conducted their own due diligence with regard to such matters. Neither the Owner nor the Developer shall be entitled to any recapture in association with any improvement constructed by them with respect to this development.

ARTICLE VI
CONTINUATION OF CURRENT USES

No new buildings or structures shall be erected on the Property, except in compliance with all applicable provisions of this Agreement. The Parties acknowledge that the Property is currently vacant and not being utilized for any commercial purpose. Accordingly, and notwithstanding any provision of the Village Code or any other code, ordinance or regulation, now in effect or adopted during the term of this Agreement, and notwithstanding the Village’s zoning of the Property pursuant to the terms hereof, but subject to the express terms of this Agreement specifically relating thereto, the property shall continue to be unused until such time that a final plan has been approved, and construction has commenced, for any part of the Property is approved by the Village, with no temporary or interim uses permitted. The Property shall be maintained in accordance with all Village property maintenance regulations. No wells or septic systems shall be constructed on the Property. No buildings or structures shall be erected on the Property, except in compliance with all applicable provisions of this Agreement, after approval of a Final Plat and Plan for that portion of the Property in which the building or structure is proposed to be constructed.

ARTICLE VII
FEES

A. Fees: The Developer shall pay all fees, in the amount and at the time as required by any applicable Village Ordinance. The Parties further agree that the fees and donations contained within this Agreement are specifically and uniquely attributable to the development of the
Property and that the Developer participated in the calculation and reconciliation of said fees, and neither the Developer nor any successor, hereby agree they will neither file any lawsuit nor take any other legal action challenging the imposition, collection, use, necessity enforceability, validity, or applicability of the fees, nor shall Developer pay any such fees under protest. Notwithstanding the foregoing, Developer or the subsequent owners of any portion of the Property shall be responsible for payment of all future fees, charges and assessments relating to their use or modification of the property, including but not limited to building permit fees for remodeling of any structure on the development, and similar charges or fees.

B. **Kane County Transportation Impact fees.** The Owner/Developer, or their successors, shall further pay, and provide the Village proof, satisfactory to the Village, that the Kane County Transportation Impact fees for the site have been fully satisfied and paid to the County of Kane prior to the issuance of building permits on any of the lots.

**ARTICLE VIII**

**DEVELOPMENT RESTRICTIONS**

A. **Stop Work Orders:** The Village shall issue stop orders as necessary to insure development occurs as required by this Agreement and Village Ordinances. Unless issued in case of emergency, said stop orders shall be preceded by reasonable notice (not less than three days) and opportunity to comply.

B. **Compliance with Village Ordinances:** The Village and Developer agree that, except as specifically modified in this Agreement and as shown in the attached Final Plans, the Property shall be developed in compliance with all ordinances, codes and regulations of the Village in effect at the time of development, including but not limited to the Village Subdivision Control Ordinance. The Parties acknowledge that it is the ultimate responsibility of the Developer to comply with any and all requirements of this Agreement and applicable Village Codes. Thus, in the event that up to, but prior to construction or any time after execution of this Agreement, the Village or its consultants issue a permit or give an approval not consistent with the terms of this Agreement or any applicable Village Codes, such erroneous permit or approval may be of no force and effect and thus may be revoked. The Developer agrees that it may not rely on any such issued permit or approval for purposes of vested rights or estoppels to compel an improvement not consistent with the terms of this Agreement or applicable Village Codes. Owner and Developer hereby waive any claims of damages, of any type or character, against the Village, its employees or its consultants based on such erroneously issued permits or approvals.

C. **Easements to be Provided:** A public access easement shall be provided over all bike/pedestrian paths on private property within the Property. A generic utility easement shall be provided by the Developer as may be requested by the Village Engineer. All additional easements or dedications as may be requested by the Village or Village Engineer at the time of final plat approval shall be provided by the Developer. In the event that during the development of the Property, Developer determines that any existing utility easements and/or underground
Village of Pingree Grove

lines require relocation to facilitate the completion of Developer’s obligation for the Property in accordance with the Standards set forth in this Agreement, the Village shall fully cooperate with Developer in causing the vacation and relocation of such existing easements and/or utilities, however, all costs incurred in furtherance thereof shall be borne by the Developer. If any easement granted to the Village as a part of the development of the Property is subsequently determined to be in error or located in a manner inconsistent with the intended development of the Property as reflected on the Standards set forth in this Agreement and in this Agreement, the Village shall cooperate with Developer in vacating and relocating such easement and utility facilities located therein, which costs shall be borne by Developer. Notwithstanding the foregoing, and as a condition precedent to any vacation of easement, Developer shall pay for the cost of design and relocation of any such easement and the public utilities located therein.

D. **Engineering Review and Permits:** All construction shall be in accordance with the final plans. Any issues not addressed by the final plans or any proposed changes to the final plans shall be required to comply with the Village codes and ordinances and any comments of the Village Engineer, Village Planner or other Village consultants which shall be provided at the time of plan review. All such comments must be addressed prior to site development. All versions of the plat, including the final plat, shall be subject to the requirements of the final plans or, if revised, shall be subject to such revised engineering specifications or engineering comments as shall be promulgated by the Village or the Village Engineers. All permits from the Illinois Environmental Protection Agency or any other agency with jurisdiction over the Property must be issued prior to work on water main, sanitary sewer or storm sewer improvements commences; the Village will reasonably cooperate with the Developer in signing such applications. Prior to issuance of any such permits, Developer shall provide such documentation required by the Village Engineer to establish compliance with all regulations applicable to wetlands, and to establish compliance with all erosion control standards applicable.

E. **Utility Extensions:** The installation of the necessary and appropriate on-site electric, natural gas, cable, television, telephone facilities, future internet access facilities and other utilities (when available) to the Property shall be by underground installation and pursuant to the requirements of such utility companies or pursuant to the agreement of the Village with such entities and at no cost to the Village. Developer agrees to bury all overhead utility lines existing at the time of development that run within the Property at the time of development of the area in question.

F. **Traffic Enforcement Agreement:** Contemporaneously with or at any time after the recording of this Agreement, the Developer and Village shall enter into a separate written agreement providing for traffic law enforcement on all private parking lots, roads and commercial areas of the Property covered by the Final Plat or Plan, in form acceptable to the Village. The Village Chief of Police or designee thereof is authorized to execute such agreement.
Village of Pingree Grove

G. Site Control: Developer acknowledges that, depending on weather conditions, construction traffic entering and leaving a construction site creates debris, especially dirt, dust, and mud clots on streets and roadways adjacent to the construction site. Developer agrees that it shall inspect and clean the streets and roadways adjacent to and within 500 feet of the entrance to Developer’s construction site of debris that came from the Property or in relation to the development thereof, and take measures to control dust as needed daily while construction is occurring on said site. Within the Property, Developer further agrees to periodically mow weeds, pick up trash and debris and repair and replace soil erosion control fencing so as to comply with applicable ordinances of the Village, all of which activities may be contracted to its development trades and contractors. Developer shall also patch or repair damage to any roadway, path, driveway, sidewalk or other similar improvement within the Property, prior to the conclusion of the maintenance period for any such improvement. As security for such obligations, and as a condition of the issuance of any filling or grading permits, Developer agrees to deposit with the Village the sum of five thousand ($5,000.00) dollars (“Site Control Escrow”). In the event Developer fails to clean, snow plow or de-ice the streets, mow weeds, pick-up debris or repair or replace soil erosion control fencing as required, or fails to patch or repair any street, path, roadway or sidewalk prior to the acceptance of such street, path, roadway or sidewalk as herein provided, within forty-eight (48) hours after receipt of notice from the Village of Developer’s failure to comply with this provision, then the Village may perform or contract with others to perform such undertaking and deduct the cost thereof from the Site Control Escrow. In the event that the Village reasonably determines that the 48 hour waiting period presents an undue hazard to public welfare or safety, the Village may take action without satisfying such waiting period. Developer shall, within 15 business days following written notice from the Village, replenish the Site Control Escrow as funds are from time to time properly withdrawn there from by the Village, so as to maintain the same at a five thousand ($5,000.00) dollar balance. All sums remaining on deposit with the Village pursuant to this provision shall be credited against other fees or charges due from the Developer upon conclusion of the last of the maintenance periods for public improvements within the Property, or completion of the development of all lots and units within the Property in accordance with the last Final Plat thereof, whichever shall be the last to occur. At the Village’s option, such escrow may be utilized to satisfy any other obligation of the Developer to the Village, where lawful.

H. Sidewalks and Asphalt: Concrete sidewalks, as required and specified by applicable Village codes and the terms of this Agreement, shall not be installed between October 31st and April 15th of any given year, unless otherwise permitted by the Village Building Department. Asphalt shall not be placed except in accordance with the requirements of the Village Engineer with regard to compaction, subbase, and weather/temperatures.

ARTICLE IX
MUTUAL ASSISTANCE

A. Mutual Cooperation: The Parties shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement; to aid and assist each other in carrying out the
Village of Pingree Grove

terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms, including, without limitation, the giving of such notices, the holding of such public hearings, the enactment by the Village of such resolutions and ordinances and the taking of such other actions as may be necessary to enable the Parties' compliance with the terms and provisions of this Agreement and as may be necessary to give effect to the terms and objectives of this Agreement.

B. **Superior Governmental Authority:** All Parties shall cooperate fully with each other in seeking from any or all appropriate governmental bodies (whether Federal, State or County) financial or other aid and assistance required or useful for the (i) construction of road connections; (ii) the construction or improvement of property and facilities in and on the Property; (iii) connections from the Property and/or its individual Parcels to the Village’s potable water supply and distribution system; (iv) connections from the Property or its Parcels to the utility systems; or (v) provision of services to occupants or businesses located on the Property, including, without limitation, grants and assistance for public transportation, roads and highways, water and sanitary sewage facilities and storm water disposal facilities.

**ARTICLE X**

**REMEDIES**

A. **Upon a breach of this Agreement,** any of the Parties, in any court of competent jurisdiction, by an action or proceedings at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance or both. No action taken by any party hereto pursuant to the provisions of this Article or pursuant to the provisions of any other Article of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and nonexclusive of any other remedy either set forth herein or available to any party at law or in equity.

B. **In the event of a material breach of this Agreement,** the Parties agree that the party alleged to be in breach shall have thirty (30) days after written notice of said breach to correct the same prior to the non-breaching party's seeking of any remedy provided for herein (provided, however, that said thirty (30) day period shall be extended if the defaulting party has initiated the cure of said default and is diligently proceeding to cure the same).

C. **If any of the Parties shall fail to perform any of its obligations hereunder,** and the party affected by such default shall have given written notice of such default to the defaulting party, and such defaulting party shall have failed to cure such default within thirty (30) day of such default notice (provided, however, that said thirty (30) day period shall be extended if the defaulting party has initiated the cure of said default and is diligently proceeding to cure the same), then, in addition to any and all other remedies that may be available, either in law or equity, the party affected by such default shall have the right (but not the obligation) to take such action as in its reasonable discretion and judgment shall be necessary to cure such default.
Village of Pingree Grove

D. The failure of the Parties to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

E. If the performance of any covenant to be performed hereunder by any Party is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances may include acts of God, war, acts of civil disobedience, weather, terrorist acts of a direct or indirect nature, material shortages, flooding, strikes or similar acts), the time for such performance shall be extended by the amount of time of such delay.

ARTICLE XI
TERM

This Agreement shall be binding upon the Parties and their respective successors and assigns for twenty (20) years, commencing as of the date hereof, and for such further terms as may hereinafter be authorized by statute and by Village ordinance. The expiration of the Term of this Agreement shall not affect the continuing validity of the zoning of the Property or any ordinance enacted by the Village pursuant to this Agreement.

ARTICLE XII
OWNER/DEVELOPER OBLIGATIONS

A. The Parties further agree and acknowledge that should the Developer fail to close on and acquire the Property within ninety (90) days of the date of this Agreement, the Village shall have the right (but not the obligation) to unilaterally terminate this Agreement and/or to rezone the Property as owner thereof. Such right may be exercised by providing the Developer with written notice of the Village’s intent to consider termination, the provision of an opportunity for the Developer to respond to the Village either in writing or at a public meeting of the Village Board, and the Board’s subsequent consideration of termination. This right to terminate shall end upon the closing of the Property’s sale to Developer.

B. Execution Solely as Owner: The Parties specifically acknowledge that the Village as owner of the Property is not committing to undertake any development thereof. The Parties further acknowledge that Village is not, and does not intend to become, a developer of the Property, except and only to the extent that prior to the closing of the purchase of the Property by Developer, one or more of them may from time to time execute various documents, such as subdivision plats, applications for utility permits, and the like in order to comply with rules and regulations applicable to the development of the Property as well as the provisions of contracts with other parties.
Development of Property: Notwithstanding the foregoing, the Property shall be subject to the provisions of this Agreement and any development or improvement of the Property shall be subject to the terms of this Agreement.

D. DEVELOPER Obligation: Notwithstanding anything to the contrary within this Agreement, the party or parties who submit any plans or documentation proposing to develop all or any part of the Property (i.e., a proposed concept, preliminary or final plat, plan or other similar document) shall be considered to be the DEVELOPER under this Agreement, and shall assume all DEVELOPER responsibilities. Said DEVELOPER shall be required to execute an amendment to this Agreement, addressing those issues requiring an amendment as described above, and further identifying said party as the DEVELOPER. Said party shall also be responsible, prior to the time of preliminary plat approval, for reimbursing the VILLAGE for all professional fees and other expenses incurred to date, relating to the Property, and shall be responsible for paying any and all other fees, costs or expenses attributable to the Property at the times specified in this Agreement or in the amendment to be prepared.

E. Interpretation of Agreement: The Parties agree and acknowledge that this Agreement has been prepared with the intention of allocating responsibility between the Owner and Developer. Notwithstanding the foregoing, the Parties further agree and acknowledge that the Village shall have the final ability to determine the allocation of responsibilities between Owner and Developer with regard to the performance of obligations hereunder, in its sole and absolute discretion.

ARTICLE XIII
MISCELLANEOUS

A. Amendment. This Agreement, and the exhibits attached hereto, may be amended only by mutual consent of the Village and then-current Owner at the time of such amendment of an affected Parcel, by adoption of an ordinance by the Village approving said amendment as provided by law, and by the execution of said amendment by the Village and then-current Owner.

B. Severability. If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements and portions of this Agreement, and to that end, all provisions, covenants, agreements and portions of the Agreement are declared to be severable. If for any reason the annexation or zoning of the Property is ruled invalid, in whole or in part, the Corporate Authorities, as soon as possible, shall take such actions (including the holding of such public hearings and the adoption of such ordinances and resolutions) as may be necessary to give effect to the spirit and intent of this Agreement and the objectives of the Parties, as disclosed by this Agreement, provided that the foregoing shall be undertaken at the expense of the Developer/Owner, as applicable.
C. Entire Agreement. This Agreement sets forth all agreements, undertakings and covenants between and among the Parties. This Agreement supersedes all contrary ordinances, prior agreements, negotiations and understandings, written and oral, and is a full integration of the entire agreement of the Parties. In the event of any conflict between two or more components of this Agreement providing standards, guidelines or requirements for Developer to act upon in or around the Property, construction or related activities for the Property, if the Developer and Village are able to agree upon the applicable standard in a writing acceptable to both parties, said agreed upon standard may be utilized without an amendment to this Agreement.

D. Survival. The provisions contained herein shall survive the annexation of the Property and shall not be merged or expunged by the annexation of the Property to the Village.

E. Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, successors of the Owner and its respective successors, grantees, lessees, and assigns, and upon successor corporate authorities of the Village and successor municipalities, and shall constitute a covenant running with the land. This Agreement may be assigned without the Village's approval, and upon said assignment and acceptance by an assignee, the assignor shall have no further obligations hereunder. If a portion of the Property is sold, the seller shall be deemed to have assigned to the purchaser any and all rights and obligations Seller may have under this Agreement which affect the portion of the Property sold or conveyed and thereafter the seller shall have no further obligations under this Agreement as it relates to the portion of the Property conveyed.

1. Sale to Third Party: Upon the conveyance of all or a portion of the Property and full compliance with all of the applicable provisions of this Agreement relating to such conveyances or transfers in interest, Developer shall be released of any and all obligation or liability under this Agreement for that portion of the Property conveyed (if the entire Property is not so conveyed, and if the entire Property is conveyed, then for the entire portion), immediately upon conveyance and the substitution of any performance bond or other security required under the terms of this Agreement, including but not limited to the Site Control Escrow. However, Developer or its successor shall remain liable for all public improvements until accepted by the Village, and thereafter until completion of any required maintenance period.

F. Hazardous Materials. Each Developer, lessee, or occupant of all or a portion of a Parcel shall use, or permit the use of Hazardous Materials on, about, under or in its Parcel, only in the ordinary course of its usual business operations conducted thereon, and any such use shall at all times be in compliance with all Environmental Laws. Each Owner agrees to defend, protect, indemnify and hold harmless each other Owner and the Village from and against all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereof, including but not limited to costs of investigation, remedial response, and reasonable attorneys' fees and cost of suit, arising out of or resulting from any Hazardous Materials used or permitted to be used by such Party, whether or not in
Village of Pingree Grove

the ordinary course of business. For the purpose of this Agreement, the term "Hazardous Materials" shall mean petroleum products, asbestos, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials or substances listed or identified in, or regulated by, any Environmental Law; and the term "Environmental Laws" shall mean all federal, state, county, municipal, local and other statutes, laws, ordinances and regulations which relate to or deal with human health or the environment, all as may be amended from time to time.

G. Notices. Any notice required or permitted by the provisions of this Agreement shall be in writing and sent by certified mail, return receipt requested, or personally delivered, to the Parties at the following addresses, or at such other addresses as the Parties may, by notice, designate:

Village Clerk: Village of Pingree Grove
555 Reinking Road
Pingree Grove, IL 60140

If to the Developer:

Notices shall be deemed given on the third (3rd) business day following deposit in the U.S. Mail, if given by certified mail as aforesaid, and upon receipt, if personally delivered.

H. Time of Essence. Time is of the essence of this Agreement and of each and every provision hereof.

I. Indemnification. The Developer covenants and agrees to pay, at its expense, any and all damages, expenses, liabilities and losses resulting from this Agreement, the construction and development activities of the Developer, or its agents, contractors and subcontractors, and to defend and indemnify and save the Village and its officers, elected and appointed agents, employees, engineers and attorneys (collectively, the “Indemnifieds”) harmless of, from and against such damages, expenses, liabilities and losses, except to the extent such damages, expenses, liabilities and losses arise by reason of the gross negligence or willful or wanton act or omission of the Indemnifieds. The Developer shall provide satisfactory proof of insurance covering such defense and indemnity of the Indemnifieds. Developer further agrees to indemnify, defend and hold harmless the Village and the Corporate Authorities, officers, agents, employees, and consultants (collectively “Indemnitees”) from all claims, liabilities, costs and expenses incurred by or brought against all or any of the Indemnitees as a direct and proximate result of the construction activities of the Developer, unless any such claim is based in whole upon the negligence or willful act of the Indemnitees.

1. Wetland and Floodplain Issues: Without limiting the applicability of the foregoing indemnification provisions, the Developer expressly and without limitation
Village of Pingree Grove

agrees that they shall indemnify and hold harmless the Village from any claims, damages, fines, penalties, legal fees or other costs or expenses whatsoever, arising out of Developer’s activities or construction on the Property and relating to any federally protected wetland, the delineation or failure to delineate wetlands, the protection or mitigation or failure to protect or mitigate wetlands, the identification of floodplains, or the construction of any improvement or structure in or near any wetland or floodplain area, within or outside the Property. In addition, Developer shall not engage in any construction activities within or near any identified wetlands on the Property without the express, separate written approval of the Village Engineer, which approval shall be conditioned upon the Developer providing an acceptable plan for the preservation, replacement, relocation or mitigation of the wetlands.

2. Compliance with Laws: The Developer certifies that it has and will comply with all other applicable laws, regulations, ordinances or restrictions applicable to any component of the development process, this Agreement, or any services or materials provided in connection herewith. The Developer acknowledges that it is responsible for identifying and complying with all applicable laws, ordinances, rules and regulations, and that it shall indemnify and hold harmless the Village from any claim, liability or damages arising out of the Developer or any contractor or subcontractor thereto’s failure to identify or comply with any such applicable legal restriction.

J. The following Exhibits referred to herein and attached to this Agreement are hereby made a part of this Agreement:

Exhibit A Legal Description of the Property
Exhibit B Intentionally Omitted
Exhibit C Development Standards

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written and, by so executing, each of the Parties warrants that it possesses full right and authority to enter into this Agreement.

VILLAGE:

VILLAGE OF Pingree Grove, an Illinois Municipal corporation

By: ____________________________  Attest: ____________________________
    Steve Wiedmeyer, President               Shelly Jureczek, Village Clerk

DEVELOPER:

By: ____________________________

By: ____________________________
Village of Pingree Grove

Exhibit A: Legal Description

Village Hall Site:
Comprised of:
PINs 02-34-352-001, 02-33-481-007
LOTS 12 AND 13 IN JOHN H. DORAN’S ADDITION TO PINGREE GROVE, KANE COUNTY, ILLINOIS, EXCEPTING FROM SAID LOT 12 THAT PART CONVEYED TO LOUIS KOTH AND HERMAN BAHE BY DEED DATED JUNE 25, 1904 AND RECORDED NOVEMBER 3, 1904 IN BOOK 447, PAGE 159, AND EXCEPTING ALSO THAT PART CONVEYED TO THE VILLAGE OF PINGREE GROVE BY DEED DATED MAY 27, 1911 AND RECORDED MAY 29, 1911 AS DOCUMENT NO. 116967, IN BOOK 531, PAGE 355, IN THE VILLAGE OF PINGREE GROVE, KANE COUNTY, ILLINOIS.

PIN 02-34-352-002
THAT PART OF LOT 12 OF JOHN H. DORAN’S ADDITION TO PINGREE GROVE, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEASTERLY CORNER OF SAID LOT 12; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LOT 40 FEET; THENCE WESTERLY AT RIGHT ANGLES WITH THE EASTERLY LINE OF SAID LOT, 78 FEET; THENCE NORTHERLY PARALLEL WITH THE EASTERLY LINE OF LOT 12 AFORESAID 76 FEET; THENCE NORTHEASTERLY 38 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT WHICH IS 78 FEET WESTERLY FROM THE NORTHEAST CORNER THEREOF; THENCE SOUTHEASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 78 FEET TO THE POINT OF BEGINNING; IN THE VILLAGE OF PINGREE GROVE, KANE COUNTY, ILLINOIS.

PIN 02-34-352-003
THAT PART OF LOT 12 OF JOHN H. DORAN’S ADDITION TO PINGREE GROVE, AS PLATTED AND RECORDED, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT: COMMENCING AT A POINT ON THE EAST LINE OF SAID LOT FORTY FEET SOUTHERLY FROM THE NORTHEASTERLY CORNER OF SAID LOT, THENCE WESTERLY AT RIGHT ANGLES WITH SAID EASTERLY LINE OF SAID LOT 78 FEET, THENCE SOUTHERLY PARALLEL WITH SAID EASTERLY LINE OF SAID LOT 12 TO THE SOUTHERLY LINE THEREOF, THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT TO THE EASTERLY LINE THEREOF AND TO THE PUBLIC ROAD OR STREET, THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT TO THE PLACE OF BEGINNING, SITUATED IN THE VILLAGE OF PINGREE GROVE.

The foregoing assemblage of property is located north of Public Street, west of Reinking Road and south of Railroad Street, and includes an existing two-story block building, two existing mobile office trailers, an existing two-story single-family residence and related outbuildings.

Reinking Site:
Comprised of:
PIN 05-02-153-007
THAT PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 41 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
Village of Pingree Grove

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF SAID SECTION 2, WITH
THE EXTENSION NORTHERLY OF THE EASTERLY LINE OF LOT 1 IN BLOCK 1 OF DANIEL PINGREE'S
ADDITION TO PINGREE GROVE; THENCE SOUTHERLY ALONG SAID EXTENDED EASTERLY LINE
AND THE EASTERLY LINE OF SAID LOT 1, 1.99 CHAINS FOR THE POINT OF BEGINNING; THENCE
NORTH 59 DEGREES EAST, 2.50 CHAINS TO THE WESTERLY LINE OF STATE STREET (ALSO
KNOWN AS REINKING ROAD); THENCE SOUTHERLY ALONG SAID WESTERLY LINE TO THE CENTER
LINE OF OAK STREET; THENCE WESTERLY ALONG SAID CENTER LINE TO THE EASTERLY LINE
EXTENDED SOUTHERLY OF SAID LOT 1; THENCE NORTHERLY ALONG THE EXTENSION OF SAID
EASTERLY LINE TO THE POINT OF BEGINNING, IN THE VILLAGE OF PINGREE GROVE, KANE
COUNTY, ILLINOIS.

Excluding the following Property which is reserved by the Village for future right of way use:

THAT PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 21 TOWNSHIP 41
NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF SAID SECTION 2, WITH
THE EXTENSION NORTHERLY OF THE EASTERLY LINE OF LOT 1 IN BLOCK 1 OF DANIEL PINGREES
ADDITION TO PINGREE GROVE; THENCE SOUTHERLY ALONG SAID EXTENDED EASTERLY LINE
AND THE EASTERLY LINE OF SAID LOT 1, 1.99 CHAINS; THENCE NORTH 59 DEGREES EAST 2.50
CHAINS TO THE WESTERLY LINE OF STATE STREET (ALSO KNOWN AS REINKING ROAD); THENCE
SOUTHERLY ALONG SAID WESTERLY LINE, 17.36 FEET FOR THE POINT OF BEGINNING; THENCE
CONTINUING SOUTHERLY ALONG SAID WESTERLY LINE TO THE CENTER LINE OF OAK STREET;
THENCE WESTERLY ALONG SAID CENTER LINE TO THE EASTERLY LINE EXTENDED SOUTHERLY OF
SAID LOT 1; THENCE NORTHERLY ALONG THE EXTENSION OF SAID EASTERLY LINE AND THE
EASTERLY LINE OF SAID LOT 1, 34.08 FEET; THENCE EASTERLY 113.10 FEET TO A POINT BEING
68.41 FEET NORTHERLY OF SAID CENTER LINE AND 52.28 FEET WESTERLY OF SAID WESTERLY
LINE; THENCE NORTHEASTERLY 16.05 FEET TO A POINT BEING 80.68 FEET NORTHERLY OF SAID
CENTER LINE AND 39.12 FEET WESTERLY OF SAID WESTERLY LINE; THENCE NORTHERLY 146.22
FEET TO THE POINT OF BEGINNING; CONTAINING 14,059 SQUARE FEET, MORE OR LESS, IN THE
VILLAGE OF PINGREE GROVE, KANE COUNTY, ILLINOIS.
Village of Pingree Grove

Exhibit C: Development Standards

Underlying Zoning: C-1 Commercial Planned Unit Development

Minimum Lot Size / Width: No minimum lot size/width shall be imposed. One or more lots under common ownership may be combined into a zoning lot of record for site configuration and design purposes.

Maximum Building Height: Buildings may be a maximum of three stories in height, and overall building height shall not exceed forty-five (45) feet.

Maximum Tower Height: Only building-mounted towers shall be permitted, and overall height shall be not more than six (6) feet above the highest finished point of the building to which they are mounted. No cellular antennae or other telecommunications equipment shall be mounted to the buildings, except when necessary for the service of tenancies within the building (and when not offering a supplemental regional service).

Building Setbacks: Building setbacks shall comply with the applicable setbacks in the Village’s C-1 zoning district. Notwithstanding the foregoing, given the unique size and configuration of the Property, the Village reserves the right to approve alternate setbacks by virtue of approving final plans with a reduced setback, including zero lot line setbacks, without a public hearing process.

Parking Setbacks: Parking setbacks shall comply with the applicable setbacks in the Village’s C-1 zoning district. Notwithstanding the foregoing, given the unique size and configuration of the Property, the Village reserves the right to approve alternate setbacks by virtue of approving final plans with a reduced setback, including zero lot line setbacks.

Floor Area Ratio: 1 Story: 0.75  
2 Story: 1.0  
3 Story: 1.5

Impervious Surface Ratio: No limit on ISR shall be imposed, provided that the Property has a drainage / detention plan acceptable to the Village Engineer.
### Village of Pingree Grove

<table>
<thead>
<tr>
<th>Section</th>
<th>Requirements</th>
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<tbody>
<tr>
<td><strong>ff-Street Parking:</strong></td>
<td>Parking stalls shall be nine (9) feet by eighteen (18) feet and parking aisles not less than twenty-four (24) feet in width for ninety-degree parking. Equivalent size acceptable to Village based upon approval of final plans for all other parking.</td>
</tr>
<tr>
<td><strong>Parking Lot Construction:</strong></td>
<td>Other than existing gravel outdoor storage areas, all parking areas and access drives shall be paved with a hard surface (concrete, bituminous asphalt, brick paver or equivalent acceptable to the Village)</td>
</tr>
<tr>
<td><strong>Off-Street Parking Requirements:</strong></td>
<td>Commercial/Retail: 4 spaces per 1,000 square feet of gross floor area. Office: 3 spaces per 1,000 square feet of gross floor area. For purposes of calculating gross floor area, areas that are used exclusively for inventory storage or shop space may be excluded. Drive-Thru Restaurants: 8 spaces per 1,000 square feet of gross floor area. Sit-Down Restaurants: 5 spaces per 1,000 square feet of gross floor area. With regard to all of the foregoing standards, the Village reserves the right to approve a final plan with a downward deviation from the minimum parking requirements, and/or to approve plans that permit the utilization of existing or construction of additional future on-street, public parking areas to count towards the minimum standards.</td>
</tr>
<tr>
<td><strong>Drive-Thru Requirements:</strong></td>
<td>Any drive-thru must have off-street queueing space for at least 4 vehicles. If feasible, a bypass lane shall be provided.</td>
</tr>
<tr>
<td><strong>Landscape Requirements:</strong></td>
<td>Given the unique configuration of the site, the Developer shall be required to develop a landscaping plan for review and approval by the Village, in the Village’s sole discretion.</td>
</tr>
<tr>
<td><strong>Street Lights and Parking Lot Lights:</strong></td>
<td>Site lighting shall comply with the Village’s C-1 zoning designation requirements. All commercial lighting shall be fully shielded to prevent light spillage onto adjacent parcels and public right of way, unless the Developer elects to use historic or decorative light fixtures approved by the Village.</td>
</tr>
</tbody>
</table>
Village of Pingree Grove

Village. All light fixtures (other than decorative/historic) shall be Dark Skies Association certified (or equivalent).

Appearance Standards: Building façades facing a public right of way shall be constructed with architectural concrete panels, brick, stone, decorative stone, glass curtain walls or similar materials. Up to 25% of a façade may be constructed of Hardi-Plank or an equivalent material. In the event that Developer proposes an exterior elevation which incorporates a consistent decorative theme, the Village reserves the right to waive strict compliance with these requirements, in favor of an alternative façade treatment which provides a similar degree of aesthetic enhancement. Based on the location of the Property, the Developer shall either provide 360 degree (four-sided) architectural enhancements, or shall provide adequate screening via landscaping and fences, to shield neighboring properties from view of unimproved portions of structures. Building details such as awnings, covered walkways, eaves and cornices, rain gutters, parapets and related matters, are encouraged to be developed in a fashion that creates an attractive building with a distinct character. The Village reserves final review and approval of building architectural elevations.

Wall Signs: Wall signs not greater than 15% of the height of the face of the wall of the building on which they are mounted shall be permitted. A consistent sign design appearance shall be required, with exceptions made for specific corporate logos or similar matters. A preference shall be made for building-mounted signs that are illuminated with gooseneck lamps or similar aesthetic enhancements (in lieu of internally illuminated signs). No flashing signs or moving signs shall be permitted.

Window-Mounted Signs: No flashing, strobing, or moving signs, or signs that otherwise vary their appearance or configuration in order to attract attention, shall be permitted. A maximum of 50% window coverage for other signs is allowed.

LED Changeable Copy Signs: The Village reserves the right to approve signage plans with not more than one, double-sided, changeable copy LED sign on the property south of Public Street, and not more than one, double-sided, changeable copy LED sign on
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the property north of Public Street. Should Developer request such signage, appropriate restrictions on content, timing of changes, light output/NITS and related regulations shall be imposed at the time of plan approval or permit.

Portable Trailers: The Property presently has 2 portable office trailers located thereupon. No new office trailers or portable trailers may be located on the Property (other than equipment trailers, not used for occupancy or office purposes, used in the performance of a business located on the Property, not permanently installed/immobile, and not stored in any one location for longer than seven days at a time). The existing portable office trailers shall be removed from the Property within three (3) years of the date of closing on the Property (the date on which Developer acquires the Property).

Outdoor Storage: Outdoor storage shall not be permitted on the Property, except where enclosed in a sight-proof fence of equal or greater height to the items being stored, and where such items are stored on a hard surface (asphalt or concrete) parking lot (it being acknowledged that it is permitted on adjacent properties). All outdoor storage shall be clearly denoted on proposed final plans, and is subject to review, consideration and approval by the Village, in the Village’s sole discretion. Outdoor dumpsters, trash compactors, and similar rubbish disposal facilities shall be permitted within the Property, provided that all such facilities shall be completely screened from view with either landscaping and/or a wall or fence constructed of materials and colors matching the principal building it services. For purposes of this subsection, “similar rubbish disposal facilities” shall include development-specific rubbish containers (e.g. grease containers for restaurant use. Any such proposed outdoor rubbish disposal facilities and their related landscaping/screening shall be subject to prior review and approval by the Village Board through the approval of the Final Plans to confirm compliance with this section.

Property Maintenance: The exterior design, elevations, appearance, dimensions and building materials proposed for any structure or sign proposed to be built on the Property which does not directly comply with these requirements shall be subject to
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separate review and approval by the Village, in its sole discretion. Following the installation of such materials, the Developer shall maintain such materials (including the exterior of the building, landscaping, parking areas and other portions of the Property) in good condition and shall take appropriate actions necessary to prevent the deterioration of the Property or its appearance, excepting ordinary wear and tear that does not violate applicable property maintenance codes. The Parties agree and acknowledge that environmental factors, such as the appearance and maintenance of a structure, have a significant impact on crime and on surrounding properties. Accordingly, the Parties agree and acknowledge that inherent in the zoning permissions granted herein (to establish a high-density development) is the Developer’s affirmative obligation to comply with all applicable property maintenance codes to maintain the attractiveness and appearance of the Property. The failure to maintain the building façade, architectural improvements, landscaping or other aesthetic components of the Property that are either described herein or contemplated in the Plans shall constitute a violation of the zoning authorization provided under the PD-C designation contemplated herein.

Street Furniture: Street furniture, such as benches, bicycle racks, trash receptacles, and similar items, shall be incorporated into the development of the Property in convenient and aesthetically appropriate locations.

Residential Uses: The existing, two-story home located on the Property may be utilized for residential purposes for such period as it is maintained in good condition (or promptly reconstructed if destroyed). Residential uses shall be otherwise permitted only on the second-floor of a multi-floor building, where the first floor is reserved for permitted commercial uses as outlined herein. If second-floor residential uses are proposed by any final plan, the Developer shall made adequate provisions for off-street resident parking. Such parking shall be reserved for residents, but may be provided on any portion of the Property (without regard to whether the parking or residential use is north or south of Public Street). Other than the existing two-story residential structure, no first-floor residential use shall be
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permitted. Residential uses shall be limited to owned, condominium or rental units. No hotel use, group home use, rooming house / dormitory use (i.e. multiple unrelated persons sharing a single domicile with shared restroom or kitchen facilities) shall be permitted on the Property.

Permitted Uses:

- The existing pool/spa business located on the parcel immediately south of Public Street (former fire station) shall be a permitted use (“Pool/Spa Use”).
- Purely Retail uses shall be permitted unless otherwise prohibited or limited. Minor, indoor incidental services shall be permitted as a component of Retail uses (e.g. sale of computers with incidental computer servicing, jewelry store providing incidental jeweler services).
- Restaurants and retail food establishments, including fast-food, sit-down or other similar establishments and also including bars that maintain service of food. In association with such use, the Owner shall be permitted to establish and maintain outdoor seating areas in accordance with any approved Final Plans.
- Professional Service Offices, such as medical offices for licensed doctors or chiropractors, urgent care, dental office, legal office, optometrist/ophthalmologist, accountant, or other similar professional service-based offices (with the determination of what constitutes a similar professional office being made by the Village). Notwithstanding the foregoing, no more than 1,000 square feet of the available commercial square footage on the Property shall be permitted to be utilized for this purpose.
- Recreational and entertainment uses.
- Amusement establishments.
- Daycare centers and nursery schools.
- Retail business uses, except where prohibited below.
- Bars and taverns.
- Restaurants and places for eating.
- Commercial kitchens.
- Outdoor farmer’s market / food market.
- Sales of food and beverage from food trucks.
Village of Pingree Grove

- Not more than one drive-thru, in a location acceptable to the Village based upon approved final plans.

Special Uses:

- No special uses shall be permitted except upon the approval of an amendment to the Development Agreement relating to the Property, with the agreement of both of the Parties, on terms and conditions that are mutually acceptable.

Prohibited Uses:

- Any use which is not expressly authorized as a Permitted or Special Use.
- Any residential use other than as contemplated above.
- Community residences.
- Group homes.
- Parking lots, as a principal use (and more specifically, any lease, rental or otherwise offering use of on-site parking by any party other than a resident or employee of the Property).
- Outdoor storage of any form not expressly authorized herein.
- Other than equipment trailers used by the Pool/Spa Use, any sales or construction trailers, intermodal shipping containers, van trailers or similar items used for storage or office purposes, temporary structures or similar appurtenances used for office, work or storage purposes. Any such item shall be deemed to be used for office, work or storage purposes if it remains on the Property in one exterior location for more than twenty-four (24) hours at any given time. Notwithstanding the foregoing, this Section shall not apply during any time when there is a building or demolition permit outstanding.
- Adult-oriented uses; adult bookstores or other establishment displaying, leasing, trading, or selling pornographic materials, sex toys, or any similar use as defined in Village Code, whether as a principal use or accessory to an allowed principal use (the foregoing not prohibiting a general audience bookstore with not more than 1% of its merchandise being adult-oriented).
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- Animal boarding.
- Fire, bankruptcy sale, wholesale, overstock auction house or their equivalent (except that a Court-Ordered bankruptcy sale of less than thirty days duration shall be permitted).
- Massage parlor or other similar massage establishment.
- "Head shop", marijuana dispensary, hookah bars, or establishments that specialize primarily in the sale of tobacco, tobacco paraphernalia, glass pipes, implements utilized to burn or concentrate a substance for the purpose of permitting the smoke, fumes or vapor therefrom to be inhaled, or drug paraphernalia.
- Cemeteries and mausoleums.
- Funeral homes and mortuaries.
- Automobile, truck, motorcycle, ATV, motor-scooter, agricultural equipment, boat or motor vehicle/recreational vehicle/implement repair, service, sales, rentals, parts or components sales or installation, or maintenance.
- Other than the Pool/Spa use, contractor offices associated with onsite storage of vehicles, supplies or equipment, building material or equipment sales, building or equipment service or maintenance offices, or the equivalent (except that temporary contractor offices present during demolition or construction activities on the Property shall be permitted).
- Warehouses, whether accessory to a retail use, or self-service storage.
- Tattoo parlor, massage parlor, psychic reading/tarot card shop.
- Church or religious uses.
- Gas or fuel station or any form of car wash or auto detailing center.
- A dollar store or a discount department store or wholesale establishment.
- A second-hand store.
- A cash for gold store.
- A full service, FDIC-insured bank, credit union, retail bank, consumer banking institution or savings and loan or a partial version of such a facility.
- Currency exchange, money wiring, check cashing facility or equivalent (as a primary use).
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- Auto title loan or post-dated check or payday loan facility or equivalent, unless associated with a full-service federally-insured bank, credit union or savings and loan.
- Pawn shops.
- Building materials and garden supply stores.
- Tire, battery, or auto parts sales or service.
Meeting Date: December 2, 2019

Item: Approval of Ordinance 2019-O-51, Amending Village Code Title 11, Zoning Regulations Relating to Adult-Use Cannabis

Plan Commission Motion: I move to recommend approval of Ordinance 2019-O-51, amending zoning regulations pertaining to Adult-Use cannabis.

Board Motion: I move to approve Ordinance 2019-O-51, amending zoning regulations pertaining to Adult-Use cannabis.

Staff Contact: Dean Frieders, Village Manager
Shawn Beane, Chief of Police

Purpose:
This item approves of a local ordinance implementing zoning restrictions with regard to Adult-Use cannabis.

Background:
Over the past several years, Illinois has taken a number of steps to legalize use of cannabis. The Compassionate Use of Medical Cannabis Act took initial steps to legalize medical cannabis, and to establish potential zoning setbacks for cannabis-related uses (growing, processing and sales). More recently, the state legalized recreational cannabis, effective as of January 1, 2020.

The Village Board recently engaged in discussions regarding their policy towards cannabis-related businesses. With the legalization being statewide, the Village will feel the impacts of cannabis-related businesses whether they locate in the Village or not. If the Village chooses to exclude such businesses from the Village, the Village will not benefit from any of the local revenue generated by their operations. At present there are no discussions with any developers proposing locating a cannabis-related business in the Village. However, the Village is working to be proactive and adopt regulations prior to the point in time at which a business comes forward.

The draft ordinance is drafted based on the statewide model ordinance proposed by the Illinois Municipal League. It has been amended to be based on the Village’s local zoning standards, but
to incorporate setbacks and related language consistent with state law. This ordinance would permit all forms of cannabis-related businesses, *if they met the applicable setback requirements.*

It should be noted that all cannabis-related businesses are special uses in any district where permitted, so each such business would go through an independent zoning review prior to being able to locate in the Village.

**Options:**

1. **Approve the Ordinance.** This will result in the Village having a process for adult-cannabis-related businesses to locate in the Village.
2. **Amend the Ordinance.** The Village could amend the standards or setbacks to make them more stringent. Reducing the setbacks in the ordinance is not permitted as it would cause Village standards to conflict with state laws. As the state standards are drafted, the local standards preclude many of the existing, available commercial sites in the Village based on their proximity to residential development.
3. **Do not Approve the Ordinance.** If the Village Board chooses to not approve the ordinance, the Village will not have cannabis-related businesses as a use in the available zoning districts, and any business would have to seek a rezoning with a Planned Unit Development.

**Financial Impact:**
If a cannabis-related business located in the Village, there is the potential to produce significant local revenue.

**Recommendation:**
It is recommended to approve the ordinance, based upon Board discussion to date.
AN ORDINANCE AMENDING VILLAGE CODE TITLE 11, ZONING REGULATIONS RELATING TO ADULT-USE CANNABIS IN THE VILLAGE OF PINGREE GROVE, KANE COUNTY, ILLINOIS


Ordinance NO. 2019-O-51

AN ORDINANCE AMENDING VILLAGE CODE TITLE 11, ZONING REGULATIONS RELATING TO ADULT-USE CANNABIS IN THE VILLAGE OF PINGREE GROVE, KANE COUNTY, ILLINOIS

WHEREAS, the Village of Pingree Grove is not a home rule municipality within Article VII, Section 6A of the Illinois Constitution and, pursuant to the powers granted to it under 65 ILCS 5/1-1 et seq.; and,

WHEREAS, the Village of Pingree Grove currently regulates zoning under the Village Code; and,

WHEREAS, the Village of Pingree Grove wishes to amend such regulations so as to address adult-use cannabis and related businesses; and,

WHEREAS, the State of Illinois enacted the Cannabis Regulation and Tax Act (Act), which pertains to the possession, use, cultivation, transportation and dispensing of adult-use cannabis, which became effective June 25, 2019; and,

WHEREAS, pursuant to the Act, the Village may enact reasonable zoning ordinances or resolutions not in conflict with the Act, regulating cannabis business establishments, including rules adopted governing the time, place, manner and number of cannabis business establishments, and minimum distance limitations between cannabis business establishments and locations the Village deems sensitive; and

WHEREAS, the Planning and Zoning Commission conducted a public hearing with regard to the proposed amendment on December 2, 2019, pursuant to publication notice and all applicable procedural requirements, and duly recommended adoption of the Ordinance; and,

WHEREAS, the Village of Pingree Grove Board of Trustees has determined that this amendment is necessary and advantageous and supports the public health, welfare, safety and morals of the public;

NOW, THEREFORE, BE IT ORDAINED by the corporate authorities of the Village of Pingree Grove:

SECTION ONE: ORDINANCE AMENDED.

Village Code Title 11, shall be amended as follows:

Title 11, Chapter 2, Section 11-2-2 of the Village Code is amended with the insertion of the following definitions:
ADULT-USE CANNABIS BUSINESS ESTABLISHMENT:
An adult-use cannabis cultivation center, craft grower, processing organization, infuser organization, dispensing organization or transporting organization.

ADULT-USE CANNABIS CRAFT GROWER:
A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to cultivate, dry, cure and package cannabis and perform other necessary activities to make cannabis available for sale at a dispensing organization or use at a processing organization, per the Cannabis Regulation and Tax Act, as it may be amended from time to time, and regulations promulgated thereunder.

ADULT-USE CANNABIS CULTIVATION CENTER:
A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to cultivate, process, transport and perform necessary activities to provide cannabis and cannabis-infused products to licensed cannabis business establishments, per the Cannabis Regulation and Tax Act, as it may be amended from time to time, and regulations promulgated thereunder.

ADULT-USE CANNABIS DISPENSING ORGANIZATION:
A facility operated by an organization or business that is licensed by the Illinois Department of Financial and Professional Regulation to acquire cannabis from licensed cannabis business establishments for the purpose of selling or dispensing cannabis, cannabis-infused products, cannabis seeds, paraphernalia or related supplies to purchasers or to qualified registered medical cannabis patients and caregivers, per the Cannabis Regulation and Tax Act, as it may be amended from time to time, and regulations promulgated thereunder.

ADULT-USE CANNABIS INFUSER ORGANIZATION OR INFUSER:
A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to directly incorporate cannabis or cannabis concentrate into a product formulation to produce a cannabis-infused product, per the Cannabis Regulation and Tax Act, as it may be amended from time to time, and regulations promulgated thereunder.

ADULT-USE CANNABIS PROCESSING ORGANIZATION OR PROCESSOR:
A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to either extract constituent chemicals or compounds to produce cannabis concentrate or incorporate cannabis or cannabis concentrate into a product formulation to produce a cannabis product, per the Cannabis Regulation and Tax Act, as it may be amended from time to time, and regulations promulgated thereunder.

ADULT-USE CANNABIS TRANSPORTING ORGANIZATION OR TRANSPORTER:
An organization or business that is licensed by the Illinois Department of Agriculture to transport cannabis on behalf of a cannabis business establishment or a community college licensed under the Community College Cannabis Vocational Training Pilot Program, per the Cannabis Regulation and Tax Act, as it may be amended from time to time, and regulations promulgated thereunder.
CANNABIS:
Any species of the family Cannabaceae including but not limited to Cannabis sativa, Cannabis indica, and Cannabis ruderalis used for recreational, medicinal, or industrial purposes. This term shall refer to marijuana, hashish, and other substances that are identified as including any parts of the plant, whether growing or not; the seeds thereof, the resin extracted from any part of the plant; and any compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin, including tetrahydrocannabinol (THC) and all other naturally produced cannabinol derivatives, whether produced directly or indirectly by extraction or independently by chemical synthesis or by a combination of extraction and chemical synthesis; however, "cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted from it), fiber, oil or cake, or the sterilized seed of the plant that is incapable of germination. "Cannabis" does not include industrial hemp as defined and authorized under the Illinois Industrial Hemp Act. "Cannabis" also means concentrate and cannabis-infused products.

Cannabidiol (CBD):
A chemical derived from cannabis that is used primarily for medical purposes. CBD has less pronounced psychoactive effects than THC.

Hemp:
Otherwise known as “industrial hemp,” this material is made from Cannabis with a delta-9 tetrahydrocannabinol (THC) concentration of not more than 0.3 percent on a dry weight basis that has been cultivated under a license issued under the Illinois Industrial Hemp Act or is otherwise lawfully present in the State of Illinois, and includes any intermediate or finished product made or derived from industrial hemp. Hemp shall not be subject to this Article.

Tetrahydrocannabinol (THC):
A chemical derived from cannabis that is used primarily for recreational purposes. THC is the principal psychoactive chemical in cannabis.

Title 11, Chapter 5, Section 11-5-10 of the Village Code is hereby created, as follows:

11-5-10: ADULT-USE CANNABIS:

1. Purpose and Applicability: It is the intent and purpose of this Section to provide regulations regarding the cultivation, processing and dispensing of adult-use cannabis occurring within the corporate limits of the Village of Pingree Grove. Such facilities shall comply with all regulations provided in the Cannabis Regulation and Tax Act (Act), as it may be amended from time to time, and regulations promulgated thereunder, and the regulations provided below. In the event that the Act is amended, the more restrictive of the state or local regulations shall apply.

2. Special Use: Adult-Use Cannabis Business Establishment facilities, as defined herein, requiring approval of a Special Use in the respective districts in which they are requested shall be processed
in accordance with Section 11-3-4 (Special Uses) of this Title and Section 3 of this Section 11-5-10 (Adult-Use Cannabis Facility Components) as provided herein, along with all other applicable zoning regulations.

3. Adult-Use Cannabis Facility Components: In determining compliance with Section 11-3-4 (Special Uses) of this Title, the following components of the Adult-Use Cannabis Facility shall be evaluated based on the entirety of the circumstances affecting the particular property in the context of the existing and intended future use of the properties (in addition to the normal factors evaluated for a Special Use):

   3.1 Impact of the proposed facility on existing or planned uses located within the vicinity of the subject property.
   3.2 Proposed structure in which the facility will be located, including co-tenancy (if in a multi-tenant building), total square footage, security installations/security plan and building code compliance. Any security installations/security plan shall be subject to the review and approval of the Chief of Police, and subject to any revisions required by the Chief.
   3.3 Hours of operation and anticipated number of customers/employees.
   3.4 Anticipated parking demand based on applicable parking standards and available private parking supply.
   3.5 Anticipated traffic generation in the context of adjacent roadway capacity and access to such roadways.
   3.6 Site design, including access points and internal site circulation.
   3.7 Proposed signage plan.
   3.8 Compliance with all requirements provided in Section 4 (Adult-Use Cannabis Craft Grower); Section 5 (Adult-Use Cannabis Cultivation Center); Section 6 (Adult-Use Cannabis Dispensing Organization); Section 7 (Adult-Use Cannabis Infuser Organization); Section 8 (Adult-Use Cannabis Processing Organization); or Section 9 (Adult-Use Cannabis Transporting Organization), as applicable.
   3.8 Other criteria determined to be necessary to assess compliance with Village Code or other applicable laws.

4. Adult-Use Cannabis Craft Grower: In those zoning districts in which an Adult-Use Cannabis Craft Grower may be located, the proposed facility must comply with the following:

   4.1 Facility may not be located within 1,500 feet of the property line of a pre-existing public or private nursery school, preschool, primary or secondary school, day care center, day care home or residential care home. Learning centers and vocational/trade centers shall not be classified as a public or private school for purposes of this Section.
   4.2 Facility may not be located within 1,500 feet of the property line of a pre-existing property zoned or used for residential purposes.
   4.3 Facility may not conduct any sales or distribution of cannabis other than as authorized by the Act.
   4.4 For purposes of determining required parking, Adult-Use Cannabis Craft Grower shall be classified as “Manufacturing” per Section 11-10-4 (Off Street Parking Requirements), provided, however, that the Village may require that additional parking be provided as a
result of the analysis completed through Section 11-5-10(2) (Adult-Use Cannabis: Special Use) herein.

4.5 Petitioner shall file an affidavit with the Village affirming compliance with the Village Zoning Code and all requirements of the Act.

5. Adult-Use Cannabis Cultivation Center: In those zoning districts in which an Adult-Use Cannabis Cultivation Center may be located, the proposed facility must comply with the following:

5.1 Facility may not be located within 1,500 feet of the property line of a pre-existing public or private nursery school, preschool, primary or secondary school, day care center, day care home or residential care home. Learning centers and vocational/trade centers shall not be classified as a public or private school for purposes of this Section.

5.2 Facility may not be located within 1,500 feet of the property line of a pre-existing property zoned or used for residential purposes.

5.3 Facility may not conduct any sales or distribution of cannabis other than as authorized by the Act.

5.4 For purposes of determining required parking, Adult-Use Cannabis Craft Grower shall be classified as “Manufacturing” per Section 11-10-4 (Off Street Parking Requirements), provided, however, that the Village may require that additional parking be provided as a result of the analysis completed through Section 11-5-10(2) (Adult-Use Cannabis: Special Use) herein.

5.5 Petitioner shall file an affidavit with the Village affirming compliance with the Village Zoning Code and all requirements of the Act.

6. Adult-Use Cannabis Dispensing Organization: In those zoning districts in which an Adult-Use Cannabis Dispensing Organization may be located, the proposed facility must comply with the following:

6.1 Facility may not be located within 1,500 feet of the property line of a pre-existing public or private nursery school, preschool, primary or secondary school, day care center, day care home or residential care home. Learning centers and vocational/trade centers shall not be classified as a public or private school for purposes of this Section.

6.2 Facility may not be located in a dwelling unit or within 250 feet of the property line of a pre-existing property zoned or used for residential purposes.

6.3 At least 75% of the floor area of any tenant space occupied by a dispensing organization shall be devoted to the activities of the dispensing organization as authorized by the Act, and no dispensing organization shall also sell food for consumption on the premises other than as authorized in Section 6.5 below in the same tenant space.

6.4 Facility may not conduct any sales or distribution of cannabis other than as authorized by the Act.

6.5 Facility may be issued a permit to host on-site consumption of cannabis if located in a freestanding structure occupied solely by the dispensing organization and smoke from the facility does not migrate into an enclosed area where smoking is prohibited. The security plan for the facility required by Section 10 (Additional Requirements) shall also reflect adequate provisions to respond to disruptive conduct and over-consumption. The on-site consumption permit shall be reviewed annually and may be suspended or revoked.
following the same procedures applicable to the suspension or revocation of Liquor Licenses as provided in Title 4, Chapter 2 of the Village Code.

6.6 For purposes of determining required parking, said facilities shall be classified as “Retail Store” per Section 11-10-4 (Required Parking Spaces) of the Village of Pingree Grove Municipal Code, provided, however, that the Village may require that additional parking be provided as a result of the analysis through Section 11-5-10(2) (Adult-Use Cannabis: Special Use) herein.

6.7 Petitioner shall file an affidavit with the Village affirming compliance with the Village Zoning Code and all requirements of the Act.

7. Adult-Use Cannabis Infuser Organization: In those zoning districts in which an Adult-Use Cannabis Infuser Organization may be located, the proposed facility must comply with the following:

7.1 Facility may not be located within 1,500 feet of the property line of a pre-existing public or private nursery school, preschool, primary or secondary school, day care center, day care home or residential care home. Learning centers and vocational/trade centers shall not be classified as a public or private school for purposes of this Section.

7.2 Facility may not be located in a dwelling unit or within 250 feet of the property line of a pre-existing property zoned or used for residential purposes.

7.3 At least 75% of the floor area of any tenant space occupied by an infusing organization shall be devoted to the activities of the infusing organization as authorized by the Act. Facility may not conduct any sales or distribution of cannabis other than as authorized by the Act.

7.4 For purposes of determining required parking, said facilities shall be classified as “Manufacturing” per Section 11-10-4 (Required Parking Spaces) of the Village of Pingree Grove Municipal Code, provided, however, that the Village may require that additional parking be provided as a result of the analysis through Section 11-5-10(2) (Adult-Use Cannabis: Special Use) herein.

7.5 Petitioner shall file an affidavit with the Village affirming compliance with the Village Zoning Code and all requirements of the Act.

8. Adult-Use Cannabis Processing Organization: In those zoning districts in which an Adult-Use Cannabis Processing Organization may be located, the proposed facility must comply with the following:

8.1 Facility may not be located within 1,500 feet of the property line of a pre-existing public or private nursery school, preschool, primary or secondary school, day care center, day care home or residential care home. Learning centers and vocational/trade centers shall not be classified as a public or private school for purposes of this Section.

8.2 Facility may not be located in a dwelling unit or within 250 feet of the property line of a pre-existing property zoned or used for residential purposes.

8.3 At least 75% of the floor area of any tenant space occupied by a processing organization shall be devoted to the activities of the processing organization as authorized by the Act. Facility may not conduct any sales or distribution of cannabis other than as authorized by the Act.

8.4 For purposes of determining required parking, said facilities shall be classified as
“Manufacturing” per Section 11-10-4(Required Parking Spaces) of the Village of Pingree Grove Municipal Code, provided, however, that the Village may require that additional parking be provided as a result of the analysis through Section 11-5-10(2) (Adult-Use Cannabis: Special Use) herein.

8.5 Petitioner shall file an affidavit with the Village affirming compliance with the Village Zoning Code and all requirements of the Act.

9. Adult-Use Cannabis Transporting Organization: In those zoning districts in which an Adult-Use Transporting Organization may be located, the proposed facility must comply with the following:

9.1 Facility may not be located within 1,500 feet of the property line of a pre-existing public or private nursery school, preschool, primary or secondary school, day care center, day care home or residential care home. Learning centers and vocational/trade centers shall not be classified as a public or private school for purposes of this Section.

9.2 Facility may not be located in a dwelling unit or within 250 feet of the property line of a pre-existing property zoned or used for residential purposes.

9.3 The transporting organization shall be the sole use of the tenant space in which it is located. Facility may not conduct any sales or distribution of cannabis other than as authorized by the Act.

9.4 Purposes of determining required parking, said facilities shall be classified as “Manufacturing” per Section 11-10-4(Required Parking Spaces) of the Village of Pingree Grove Municipal Code, provided, however, that the Village may require that additional parking be provided as a result of the analysis through Section 11-5-10(2) (Adult-Use Cannabis: Special Use) herein.

9.5 Petitioner shall file an affidavit with the Village affirming compliance with the Village Zoning Code and all requirements of the Act.

10. Additional Requirements: Petitioner shall install building enhancements, such as security cameras, lighting or other improvements, as set forth in the special use permit, to ensure the safety of employees and customers of the adult-use cannabis business establishments, as well as its environs. Said improvements shall be determined based on the specific characteristics of the floor plan for an Adult-Use Cannabis Business Establishment and the site on which it is located, consistent with the requirements of the Act. The Chief of Police shall review and provide recommended conditions of approval for any proposed special use permit. Such conditions may also regulate building occupancy, co-tenancies, hours of operation or dispensing, or such other conditions as the Village shall deem appropriate.

11. Co-Location of Cannabis Business Establishments. The Village may approve the co-location of an Adult-Use Cannabis Dispensing Organization with an Adult-Use Cannabis Craft Grower Center or an Adult-Use Cannabis Infuser Organization, or both, subject to the provisions of the Act and the Special Use criteria within the Village of Pingree Grove Municipal Code. In a co-location, the floor space requirements of Section 6.3 and 7.3 shall not apply, but the co-located establishments shall be the sole use of the tenant space.

12. Additional Conditions of Approval. The Village specifically notes that the nature of Adult-Use Cannabis businesses poses potential threats to public safety, welfare and morals that are of
significant potential concern, and thus the Village reserves the right to impose additional conditions of approval with regard to any proposed cannabis-related business.

13. Signs for Adult-Use Cannabis Businesses. Any Adult-Use Cannabis business that seeks to install any signage visible from the exterior of their premises/property, including but not limited to freestanding signage, building-mounted signage, window-mounted signage or vehicle-mounted signage, whether temporary or permanent, shall be required to obtain approval of the Village Board for all such signage as a component of their Special Use permit application. Any proposed changes to the approved signage (if any) shall require an amendment of the Special Use permit.

Chapter 11, Title 7, Section 11-7-3 of the Municipal Code is hereby amended by adding the following uses, as follows:

11-7-3: SPECIAL USES:
The following special uses may be permitted in specific situations in accordance with the procedures outlined in this Title, as appropriate:
Adult-Use Cannabis Dispensing Organization.
Adult-Use Cannabis Dispensing Organization.
Adult-Use Cannabis Infuser Organization.
Adult-Use Cannabis Processing Organization.
Adult-Use Cannabis Transporting Organization.

Chapter 11, Title 8, Section 11-8-3 of the Municipal Code is hereby amended by adding the following uses, as follows:

11-8-3: SPECIAL USES:
The following special uses may be permitted in specific situations in accordance with the procedures outlined in this Title, as appropriate:
Adult-Use Cannabis Craft Grower Organization.
Adult-Use Cannabis Cultivation Organization.
Adult-Use Cannabis Dispensing Organization.
Adult-Use Cannabis Infuser Organization.
Adult-Use Cannabis Processing Organization.
Adult-Use Cannabis Transporting Organization.

SECTION TWO: GENERAL PROVISIONS.

REPEALER: All ordinances or portions thereof in conflict with this Ordinance are hereby repealed, amended to be consistent with this requirement, or superseded by this requirement.

SEVERABILITY: Should any provision of this Ordinance be declared invalid by a court of competent jurisdiction, the remaining provisions will remain in full force and effect the same as if the invalid provision had not been a part of this Ordinance.
EFFECTIVE DATE: This Ordinance shall take effect as provided for under Illinois law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Pingree Grove, Kane County, Illinois, on the 2nd day of December, 2019.

____________________________________________
Steve Wiedmeyer, President of the Board of Trustees
of the Village of Pingree Grove

ATTEST:

____________________________________________
Shelly Jureczek, Clerk of the Village of Pingree Grove

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<th>President Steve Wiedmeyer</th>
<th>Aye</th>
<th>Nay</th>
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