

**VILLAGE OF BARTLETT**  
**BOARD AGENDA**  
**JULY 20, 2021**  
**7:00 P.M.**

1. CALL TO ORDER
2. ROLL CALL
3. INVOCATION
4. PLEDGE OF ALLEGIANCE
5. \*CONSENT AGENDA\*

*All items listed with an asterisk\* are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Board member so requests, in which event, the item will be removed from the General Order of Business and considered at the appropriate point on the agenda.*

- \*6. MINUTES: Board & Committee Minutes – July 6, 2021
- \*7. BILL LIST: July 20, 2021
8. TREASURER'S REPORT: May, 2021  
Sales Tax Report – May, 2021  
Motor Fuel Tax Report – May, 2021
9. PRESIDENT'S REPORT:  
A. Police Facility Dog (Maverick) Swearing In  
B. National Night Out Proclamation
10. QUESTION/ANSWER: PRESIDENT & TRUSTEES
11. TOWN HALL: (Note: Three (3) minute time limit per person)
12. STANDING COMMITTEE REPORTS:

**A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS**

- \*1. Ordinance Approving a Site Plan, Granting Special Use Permits and Granting a Major Design Exception for Le P'Tit Resto Bar Tapas
2. Ordinance Approving and Directing the Execution of the Planned Development Agreement Between Bartlett 59 LLC and the Village of Bartlett (Grasslands Subdivision)
3. Ordinance Rezoning the 192.023 +/- Acre Property to the PD Planned Development Zoning District, Approving a Preliminary Subdivision Plat/Preliminary PUD Plan, Granting Special Use Permits for a Planned Unit Development and Wetlands, and Amending the Future Land Use Plan for Grasslands Subdivision

**B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY**

- \*1. Trackside Diner BEDA Application

**C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE**

1. None

**D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN GUNSTEEN**

- \*1. Ordinance Creating a Class A Liquor License

**E. POLICE & HEALTH COMMITTEE, CHAIRMAN SUWANSKI**

1. None

**F. PUBLIC WORKS COMMITTEE, CHAIRMAN REINKE**

- \*1. Resolution Approving of the Village of Bartlett's 2021 Various Streets Resurfacing Project Agreement Between the Village of Bartlett and Arrow Road Construction Co.
- \*2. Purchase of a 2022 Ford F-250 Pick-Up from Currie Motors in Frankfort, IL
- \*3. Ordinance Accepting the Public Improvements for the Artis Senior Living Facility at 1035 S. Route 59

13. NEW BUSINESS

- A. Eggceptional Café Class A Liquor License Request

14. QUESTION/ANSWER: PRESIDENT & TRUSTEES

15. ADJOURNMENT



**VILLAGE OF BARTLETT**  
**BOARD MINUTES**  
**July 6, 2021**

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1. CALL TO ORDER

President Wallace called the regular meeting of July 6, 2021 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:00 p.m.

2. ROLL CALL

PRESENT: Trustees Deyne, Gandsey, Gunsteen, Hopkins, Reinke, Suwanski and President Wallace

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Economic Development Coordinator Tony Fradin, Sr. Management Analyst Sam Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Director of Public Works Dan Dinges, Assistant Public Works Director Tyler Isham, Public Works Engineer Bob Allen, Planning & Development Director Roberta Grill, Head Golf Professional Phil Lenz, Police Chief Patrick Ullrich, Village Attorney Bryan Mraz and Village Clerk Lorna Giless.

3. INVOCATION – Reverend Andrew Weiss, Faith World Outreach Church gave the invocation.

4. PLEDGE OF ALLEGIANCE

5. CONSENT AGENDA

President Wallace stated that all items marked with an asterisk on the Agenda are considered to be routine and will be enacted by one motion. He further stated that there will be no separate discussion of these items unless a Board member so requests, in which event, that item will be removed from the Consent Agenda and considered at the appropriate point on the Agenda. He asked if there were any items a Board member wished to remove from the Consent Agenda, or any items a Board member wished to add to the Consent Agenda.

There were no changes to the Consent Agenda.

President Wallace then recited each item that was on the Consent Agenda, including the nature of the matters being considered and other information to inform the public of matters being voted upon. He then stated that he would entertain a motion to Approve the Consent Agenda, and the items designated to be approved by consent therein.



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BOARD MINUTES  
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Trustee Deyne moved to Approve the Consent Agenda and that motion was seconded by Trustee Suwanski.

**ROLL CALL VOTE TO APPROVE THE CONSENT AGENDA AND CONSENT ITEMS THEREIN**

AYES: Trustees Deyne, Gandsey, Gunsteen, Reinke, Suwanski

NAYS: None

ABSTAIN: Trustee Hopkins

ABSENT: None

**MOTION CARRIED**

6. MINUTES – Covered and approved under the Consent Agenda.
7. BILL LIST – Covered and approved under the Consent Agenda.
8. TREASURER'S REPORT - None
9. PRESIDENT'S REPORT - None
10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

President Wallace commented on the great job the police department did during the Fourth of July festival as well as the community collaboration with the other taxing districts.

Trustee Gandsey thanked the fire department. Her son passed out after a carnival ride and the person who helped them was super calm.

President Wallace also thanked the volunteers on the Fourth of July Committee.

Trustee Deyne recognized birthdays and anniversaries of village staff. He also thanked the fire department for the quick response to his home when his wife had an injury on the 4<sup>th</sup> of July.

Trustee Gunsteen thanked the Lions Club and Fourth of July Committee for the festival and thought they did an outstanding job. All the feedback he received stated that it was definitely needed and he thanked all the volunteers that helped.



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11. TOWN HALL

**Carol Cerami, 140 Hillcrest Lane**

Ms. Cerami stated that two weeks ago she went to the police department to report that the Dunkin Donuts on Norwood has a "Do Not Enter" sign that people can't see (it is very faded). She has watched cars disregard this sign and warned of potential accidents that could be fatal.

President Wallace asked the police to look into this issue.

**David Barry, 900 Poplar Lane**

Mr. Barry stated that is the Chairman of the Fourth of July Committee. He thanked the mayor and board for their support. They didn't know the fest was going to happen until the last minute. He thanked the professionalism of the police department as well as the village, fire department and park district, and most of all the fantastic volunteers on the Fourth of July Committee. This is a fantastic community.

Trustee Deyne asked how many volunteers they had.

Mr. Barry stated 25 to 30. They are always looking for new volunteers.

Village Administrator Paula Schumacher thanked the public works department for their signage, barricades, etc.

**Kevin Williams, 419 Timber Ridge Drive**

Mr. Williams stated that he wanted to recognize the streets, sanitation and sidewalk department. He asked for sidewalk repairs and had results within a half hour. He appreciated the planning that needed to happen as well as funding. He was very impressed and it did get fixed. He thanked them for a well-done job.

**Jay Langfelder, 415 S. Hickory**

Mr. Langfelder stated that on July 1 the village held a joint special meeting of the Zoning Board of Appeals and the Plan Commission. He was there for concerns over the Zoning Boards approval of Section 2016-Residents at Bartlett Station apartment complex. Variations from the downtown zoning overlay district form-based code which are two of the six ordinances that were overturned. The maximum height requirement of four stories to five stories; minimum parking was 1.25 spaces per unit and the proposed was reduced to 1.17 per unit. The Zoning Board approved the measure along with four other changes to the form-based code. The height change from four to five stories will increase the units to 104 apartments. The change to the parking ordinance will decrease the amount of parking to 120 stalls. His major concern is the parking with the approval of these two



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ordinances. He referred to the Puckett Reserve concept plan review and compared the amount of parking spaces. His major concern is the parking with 104 units on 1.873 acres and 121 parking stalls.

**Aaron Keefneer, 1008 Bentley Lane**

Mr. Keefneer stated that he was there on behalf of Sonny and Perri Patel (owners of More Brewing) at 126 Bennington Lane. He represents More Brewing Company as the general manager. There were discussions regarding the delays that they have had and he wanted to clarify that the delays were related to COVID-19. They opened a new facility on February 29, 2020 in Huntley, Illinois and were open for 16 days and then promptly closed until mid-May when they were able to open up with outdoor seating. Both restaurants were then forced to close again in October, 2020 and did not reopen until February of 2021. Those are the main reasons the Bartlett project has been delayed. With that, he was happy to announce that they will be presenting their plans for the Bartlett facility next week. They usually see a four-week turnaround for approval, depending on the village changes. They estimate that they will be able to start construction on the third week of August. He wanted everyone to have this update and hopefully the town can start getting excited.

Trustee Gandsey stated that the town is super excited and most of the questions she gets is "when is More coming".

Mr. Keefneer stated that as a Bartlett resident, he is very excited to open here and he can hopefully work one day a week close to home.

Trustee Deyne asked if there was any way to fast-track this.

Mr. Keefneer stated that since they re-opened in February, they have spent the last four months getting their plans dialed in as much as possible so once they are submitted to the village, hopefully the approval process will be quick. They want to get started as soon as possible. They have a basement in the plans now and would like to get the shell complete before it gets too cold. If they get the shell done in December, they can do all the remaining final work over the winter with hopes of getting the summer crowd.

## 12. STANDING COMMITTEE REPORTS

### A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that Ordinance 2021-66, an Ordinance Amending Title 3 of the Bartlett Municipal Code Establishing Landlord and Tenant Regulations was covered and approved under the Consent Agenda.



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B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

Trustee Gandsey stated that there was no report.

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne stated that there was no report.

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN GUNSTEEN

Trustee Gunsteen stated that there was no report.

E. POLICE & HEALTH COMMITTEE, CHAIRMAN SUWANSKI

Trustee Suwanski stated that there was no report.

F. PUBLIC WORKS COMMITTEE, CHAIRMAN REINKE

Trustee Reinke stated that Resolution 2021-67-R, a Resolution Approving of the Purchase of Electricity by the Village of Bartlett at a Price Not-to-Exceed \$0.046/kWh was covered and approved under the Consent Agenda.

13. NEW BUSINESS

Trustee Gandsey stated that she has had complaints about the weeds at Ruzicka Park and wondered if they can take a look at it.

Public Works Director Dan Dinges stated that it is the baseball/football responsibility to maintain the grass.

Trustee Gansey clarified that it is the parking lot.

Trustee Gunsteen stated that he is on the baseball board and they have worked their butts off to try to keep it maintained. The weeds are bad but he was not sure if the parking lot was their responsibility.

Mr. Dinges stated that they would take a look at it.

14. QUESTION/ANSWER PRESIDENT & TRUSTEES – None



**VILLAGE OF BARTLETT  
BOARD MINUTES  
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15. ADJOURN

President Wallace stated that the Board would be going directly into the Committee of the Whole meeting following adjournment. and then into Executive Session to Discuss Sale of Village Owned Property Pursuant to Section 2(c)6 of the Open Meetings Act.

There being no further business to discuss, Trustee Deyne moved to adjourn the regular Board meeting and that motion was seconded by Trustee Hopkins.

ROLL CALL VOTE TO ADJOURN

AYES: Trustees Deyne, Gandsey, Gunsteen, Hopkins, Reinke, Suwanski

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 7:23 p.m.

Lorna Giles  
Village Clerk



**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
July 6, 2021**

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CALL TO ORDER

President Wallace called the Committee of the Whole meeting of July 6, 2021 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:23 p.m.

ROLL CALL

PRESENT: Chairmen Deyne, Gandsey, Gunsteen, Hopkins, Reinke, Suwanski, President Wallace

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Sr. Management Analyst Sam Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Director of Public Works Dan Dinges, Assistant Public Works Director Tyler Isham, Public Works Engineer Bob Allen, Planning & Development Director Roberta Grill, Head Golf Professional Phil Lenz, Police Chief Patrick Ullrich, Village Attorney Bryan Mraz and Village Clerk Lorna Giless.

**COMMUNITY & ECONOMIC DEVELOPMENT, CHAIRMAN GANDSEY**  
**Trackside Diner BEDA Application**

Chairman Gandsey stated Trackside Diner is looking to add about 8 tables, 16 chairs, four parking stoppers and new fencing and the grant would total \$2,000.

Chairman Deyne stated he thinks anything we can do to help our businesses right now would be a good thing.

The item was forwarded on to the following board meeting for approval.

**BUILDING AND ZONING, CHAIRMAN HOPKINS**  
**The Grasslands**

Planning and Development Services Director, Roberta Grill stated this is coming back to you from the Plan Commission meeting and it is the second time you are reviewing it. It is a rezone of 192 acres, preliminary subdivision/PUD of the property with P-1 traditional single family, 60 active adult ranch homes and 90 active adult duplexes. There would also be 116 townhomes proposed north of the railroad tracks and commercial on the corner of W. Bartlett Rd. and Rt. 59 as well as a wetland natural area on the east side of Rt. 59. They are asking for special use permits for the PUD and wetland mitigation, and a comprehensive plan amendment to the future land use plan. The Plan Commission reviewed the requests and conducted the public hearing at their meeting on June 12,



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2021. The commissioners expressed concern with the size of the commercial site, lack of an emergency exit for the townhomes, reduced lot size for the active adult community and the 5' side yard set backs for the active adult community. The Plan Commission did however recommend approval subject to the conditions and findings of fact outlined by staff with the additional condition that the light pole in the subdivision entrances and the commercial center match those lights in the W. Bartlett Corridor Plan. Also, attached tonight is the draft development agreement. Staff and the petitioners can answer in questions you may have.

Chairman Deyne asked how many acres the commercial site was.

Ms. Grill stated there are 6 acres with 4 acres being useable.

Chairman Hopkins asked how staff feels about it.

Ms. Grill stated staff is recommending approval.

President Wallace stated he agrees with the Plan Commission because that is such a valuable corner. The more potential commercial we can get on that corner would be best. President Wallace asked what the potential uses would be on 4 acres.

Ms. Grill stated the concept plan shows a 35,000 sq.ft. grocer and 2,800 sq.ft. restaurant.

President Wallace asked if the duplexes to the northwest of the commercial area were in the original concept plan. He asked if there was any other space for commercial.

Dan Olsem, Director of Engineering of Crown Community Development stated that Crown has owned this property for a decade. They have been marketing almost a third of the site as commercial for a majority of that decade. They almost had a big box store at one point but it fell through. Another issue is the Cook County property taxes. All of those factors convinced them that they need to shrink the commercial a bit, which is how they came up with the 6 acres they had today.

President Wallace asked if the back area was the only area with common maintenance.

Mr. Olsem stated that the duplexes as well as the active adult ranch home areas will all be common maintenance. The single family detached homes will not.

President Wallace stated he is not worried about the lot sizes for people that do not want to take care of a lot and just want a ranch home. He understands what they are saying about the commercial area though as well.



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COMMITTEE MINUTES  
July 6, 2021**

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Mr. Olsem stated that retail and commercial is more profitable for them so they would rather see those uses there but there just isn't a call for it.

President Wallace asked what the main entrance to the residential area is like.

Mr. Olsem stated it is across from Cheviot. The main entrance to the commercial space is across from the retirement home. They are also proposing a right in, right out off of Naperville Road in that area. In their discussions with IDOT, they are favorable to that, but have not yet responded.

President Wallace asked if they were beginning those intersection improvements in the spring of 2022.

Mr. Olsem stated he believes they will begin in November of 2021.

Chairman Gandsey asked what type of grocery store would go in there and if none did, who would.

Mr. Olsem stated that he thought is a good fit there, but currently they have no interest in the property. A lot of those types of uses do not show up until homes do, but right now they are not getting a lot of interest.

Chairman Gunsteen confirmed that the homes that back up to the commercial space will be notified that they will have commercial behind them one day.

Mr. Olsem stated they will put up screens in between, but they will also be made aware.

Chairman Deyne asked what the screen would be.

Mr. Olsem stated there would be vegetation as well as a fence.

President Wallace confirmed that with IDOT's improvements they will have to raise the elevation of that corner somewhat.

Mr. Olsem stated IDOT has purchased property from them a number of years ago to expand the intersection and raise the land a bit. Their commercial area will be raised up, but not as high as the roadway.

Chairman Hopkins asked how soon they would be selling houses if it were approved.

Mr. Olsem stated they would not be developing or building the homes, they would sell to Pulte homes to develop and sell the homes. Their hope is that they would be able to start



## VILLAGE OF BARTLETT COMMITTEE MINUTES July 6, 2021

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land development this year, get the underground work done in the winter, get roads down next year and build immediately.

Chairman Hopkins stated they have been working to connect our bike paths and the Rt. 59 underpass is an important connection to that. He does not want to wait four years to get that done so he is not fond of the language that was spelled out in negotiating. One thing he wants to add to that is, not one residential permit should be approved until this bike path is complete. He didn't mind if the village pays a little bit of money.

Mr. Olsem stated that they share in getting the bike path completed as quickly as possible. The problem with waiting to issue permits until the bike path is complete is that there are jurisdictions beyond their control. It takes a while to get through IDOT and he is guessing that they have higher priorities like the intersection improvements down the road a bit. They will act aggressively and are starting the design which will be completed within six months and that will open up the opportunities for grants to pay for the improvement. They will get it before IDOT as quickly as possible so they can get their feedback. When they first met with IDOT, they were favorable to it but they must have the plans in hand. It will not work with Pulte as far as holding up building permits because they need to move ahead and he hoped they could appreciate that.

Chairman Hopkins stated that if they have to wait ten years to get this overpass, perhaps we can work on the language and certain milestones or some kind of insurance with IDOT before this comes back to the board. He was happy that they chose Bartlett to develop this land but felt that this was key.

Mr. Olsem stated that they will not get any further assurance from IDOT except that it looks good until they get a plan in front of them. When they first met with the board, there were issues with crossing. They worked very close to the staff to find the best way to cross such as tunneling (expensive), going over with a bridge (expensive and would eat up a lot of the commercial land). They don't think, as developers that this is a good idea. The plan that they presented to the board is the best idea and a good likelihood it is going to happen. If it doesn't and they don't get the permit, they are back to the grade crossing that exists there now.

Chairman Reinke stated that he did not like negotiating from the dais, but he agreed with Chairman Hopkins. He conveyed to the staff that if there is a way we can expedite this and not wait five years. He understood the complications and issues.

Chairman Suwanski stated that the Plan Commission was questioning a stop light on West Bartlett Road because this development is going to add a lot of traffic.

Mr. Olsem stated that the traffic report showed that it is not warranted as well as the traffic consultant. The State of Illinois will not grant a traffic signal if it is not warranted.



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COMMITTEE MINUTES  
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There is also spacing requirements that is an issue as well.

Chairman Suwanski stated that perhaps once this gets built out and purchased, maybe another traffic study could be completed. She also questioned the emergency access.

Mr. Olsem stated that they struggle with that and they are landlocked with the railroad, wetland and the townhomes to the north. That is why they relocated the main entrance as far north as possible. With the turn lanes they can't get too close to the railroad tracks. They support the Plan Commissions recommendation to do emergency access there as long as Cook County will allow. That will be part of the final plan.

Chairman Suwanski asked what the fire departments input was after they looked at it.

Ms. Grill stated that they still have not approved it at this time but they are tweaking a few minor changes. It has nothing to do with emergency access, it is more the location of the townhomes and the turning radius for the fire trucks.

Chairman Reinke asked if they have some alternative access.

Mr. Olsem stated that they have talked with other communities and if there is an accident that blocks the entrance and there is a fire simultaneously, how do they get in. Some communities agree to a boulevard and they are also considering this. They will work with staff on it.

Chairman Gunsteen had concerns with the site layout. He was excited to see development happen and he thought it was great. He shared the same concerns as the Plan Commission regarding the commercial space. He suggested an increase to the potential commercial area.

Mr. Olsem stated that one of the considerations was the entrance to the community with access to commercial is not quite as desirable from a residential standpoint. One of the issues is the high grades that are uphill straight down to the bottom. They have grade transitions that they are trying to meet. They can look at it again.

President Wallace agreed with Chairman Gunsteen on the additional commercial.

Chairman Reinke stated that he would like to see a topo.

Chairman Gunsteen asked if the cost for the underpass bridge was defined by an engineer.

Mr. Olsem stated that they talked to several engineers and their best estimation is \$150,000. They talked to IDOT about grants and feel there is opportunities.



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COMMITTEE MINUTES  
July 6, 2021**

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Chairman Gunsteen stated that he was not in favor of holding up building permits. He suggested a bond or escrow to put this money aside until they have a hard number.

They discussed an overpass and unfortunately it would not be feasible.

Chairman Hopkins stated that they will forward this to the village board for a final vote.

Chairman Gandsey stated that she read that construction traffic must turn left onto Naperville Road and asked about construction traffic entering.

Mr. Olsem stated that they were well aware about the issues on Naperville Road. A lot has to do with the W. Bartlett Road and Route 59 intersection. He felt that when IDOT mitigates the intersection improvements, it will prevent a lot of the issues. Pulte will talk to the contractors and assure that they understand the rules.

President Wallace stated that the Board would be going directly into Executive Session to Discuss Sale of Village Owned Property Pursuant to Section 2(c)6 of the Open Meetings Act.

There being no further business to discuss, Trustee Deyne moved to adjourn the regular Board meeting and that motion was seconded by Trustee Gandsey.

**ROLL CALL VOTE TO ADJOURN**

AYES: Trustees Deyne, Gandsey, Gunsteen, Hopkins, Reinke, Suwanski

NAYS: None

ABSENT: None

**MOTION CARRIED**

The meeting was adjourned at 7:57 p.m.

Lorna Gilles  
Village Clerk

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
 INVOICES DUE ON/BEFORE 7/20/2021

**100-GENERAL FUND REVENUES**

**420230-BUILDING PERMITS**

| VENDOR                    | INVOICE DESCRIPTION    | INVOICE AMOUNT |
|---------------------------|------------------------|----------------|
| 1 F POMPILIO CONSTRUCTION | BUILDING PERMIT REFUND | 60.00          |
| <b>INVOICES TOTAL:</b>    |                        | <b>60.00</b>   |

**100000-GENERAL FUND**

**210002-GROUP INSURANCE PAYABLE**

| VENDOR                                   | INVOICE DESCRIPTION           | INVOICE AMOUNT   |
|--|-------------------------------|------------------|
| ** 1 DEARBORN LIFE INSURANCE COMPANY     | MONTHLY INSURANCE - JULY 2021 | 4,488.68         |
| ** 1 METROPOLITAN LIFE INSURANCE COMPANY | MONTHLY INSURANCE - JULY 2021 | 15,848.58        |
| <b>INVOICES TOTAL:</b>                   |                               | <b>20,337.26</b> |

**1100-VILLAGE BOARD/ADMINISTRATION**

**541600-PROFESSIONAL DEVELOPMENT**

| VENDOR                        | INVOICE DESCRIPTION           | INVOICE AMOUNT |
|-------------------------------|-------------------------------|----------------|
| 1 ALBERTSONS - SAFEWAY        | RETIREMENT GIFT/FOOD PURCHASE | 51.17          |
| 1 AMAZON CAPITAL SERVICES INC | BOOK PURCHASE                 | 25.94          |
| <b>INVOICES TOTAL:</b>        |                               | <b>77.11</b>   |

**543101-DUES**

| VENDOR                 | INVOICE DESCRIPTION          | INVOICE AMOUNT  |
|------------------------|------------------------------|-----------------|
| 1 ICMA                 | MEMBERSHIP RENEWAL/S SKRYCKI | 1,216.00        |
| <b>INVOICES TOTAL:</b> |                              | <b>1,216.00</b> |

**543900-COMMUNITY RELATIONS**

| VENDOR                 | INVOICE DESCRIPTION  | INVOICE AMOUNT  |
|------------------------|----------------------|-----------------|
| 1 BARTLETT SPORTS      | CAPS                 | 288.00          |
| 1 MARK YOUR SPACE INC  | POLE BANNERS         | 194.91          |
| ** 1 SAM'S CLUB        | MATERIALS & SUPPLIES | 1,861.62        |
| <b>INVOICES TOTAL:</b> |                      | <b>2,344.53</b> |

**546900-CONTINGENCIES**

| VENDOR                 | INVOICE DESCRIPTION | INVOICE AMOUNT |
|------------------------|---------------------|----------------|
| 1 COMCAST              | CABLE SERVICE       | 31.55          |
| <b>INVOICES TOTAL:</b> |                     | <b>31.55</b>   |

**1200-PROFESSIONAL SERVICES**

**523400-LEGAL SERVICES**

| VENDOR                             | INVOICE DESCRIPTION   | INVOICE AMOUNT |
|------------------------------------|-----------------------|----------------|
| 1 CULLEN INC                       | PROFESSIONAL SERVICES | 2,000.00       |
| 1 LAW OFFICES OF ROBERT J KRUPP PC | PROFESSIONAL SERVICES | 925.00         |

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 7/20/2021**

INVOICES TOTAL: 2,925.00

**523401-ARCHITECTURAL/ENGINEERING SVC**

| VENDOR                            | INVOICE DESCRIPTION              | INVOICE AMOUNT  |
|-----------------------------------|----------------------------------|-----------------|
| 1 HAMPTON LENZINI AND RENWICK INC | EASTFIELD SUBDIVISION INSPECTION | 780.00          |
| 1 HAMPTON LENZINI AND RENWICK INC | MAGNOLIA PARK/GRASSLANDS REVIEW  | 512.50          |
| <u>INVOICES TOTAL:</u>            |                                  | <u>1,292.50</u> |

**1400-FINANCE**

**522400-SERVICE AGREEMENTS**

| VENDOR                     | INVOICE DESCRIPTION | INVOICE AMOUNT |
|----------------------------|---------------------|----------------|
| 1 QUADIENT LEASING USA INC | LEASE PAYMENT       | 475.38         |
| <u>INVOICES TOTAL:</u>     |                     | <u>475.38</u>  |

**523500-AUDIT SERVICES**

| VENDOR                 | INVOICE DESCRIPTION | INVOICE AMOUNT  |
|------------------------|---------------------|-----------------|
| 1 FOSTER & FOSTER INC  | OPEB REPORT - FY'21 | 7,900.00        |
| <u>INVOICES TOTAL:</u> |                     | <u>7,900.00</u> |

**1500-PLANNING & DEV SERVICES**

**526000-SERVICE TO MAINTAIN VEHICLES**

| VENDOR                 | INVOICE DESCRIPTION | INVOICE AMOUNT |
|------------------------|---------------------|----------------|
| 1 UNITED AUTO REPAIR   | VEHICLE MAINTENANCE | 203.84         |
| <u>INVOICES TOTAL:</u> |                     | <u>203.84</u>  |

**526006-INSPECTION SERVICES**

| VENDOR                 | INVOICE DESCRIPTION | INVOICE AMOUNT  |
|------------------------|---------------------|-----------------|
| 1 JOHN BLACK           | INSPECTION SERVICES | 1,680.00        |
| <u>INVOICES TOTAL:</u> |                     | <u>1,680.00</u> |

**1700-POLICE**

**522400-SERVICE AGREEMENTS**

| VENDOR                 | INVOICE DESCRIPTION      | INVOICE AMOUNT |
|------------------------|--------------------------|----------------|
| 1 PROSHRED SECURITY    | PAPER SHREDDING SERVICES | 120.00         |
| <u>INVOICES TOTAL:</u> |                          | <u>120.00</u>  |

**522700-COMPUTER SERVICES**

| VENDOR                 | INVOICE DESCRIPTION          | INVOICE AMOUNT |
|------------------------|------------------------------|----------------|
| 1 DATACOM              | UCC UPDATE                   | 449.00         |
| 1 STRICTLY TECHNOLOGY  | UNINTERRUPTIBLE POWER SUPPLY | 520.00         |
| <u>INVOICES TOTAL:</u> |                              | <u>969.00</u>  |

\*\* Indicates pre-issue check.

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**526000-SERVICE TO MAINTAIN VEHICLES**

| VENDOR                                    | INVOICE DESCRIPTION | INVOICE AMOUNT  |
|---|---------------------|-----------------|
| 1 AMAZON CAPITAL SERVICES INC             | ZEBRA PRINTERS      | 108.30          |
| 1 CLERK OF THE 18TH JUDICIAL CIRCUIT COUR | ZEBRA PRINTER       | 600.00          |
| 1 SQUEAKY G'S CAR WASH INC                | CAR WASHES          | 51.00           |
| 1 SQUEAKY G'S CAR WASH INC                | CAR WASHES          | 63.00           |
| 1 UNITED AUTO REPAIR                      | VEHICLE MAINTENANCE | 833.13          |
| 1 UNITED AUTO REPAIR                      | VEHICLE MAINTENANCE | 164.95          |
| 1 UNITED AUTO REPAIR                      | VEHICLE MAINTENANCE | 78.03           |
| 1 UNITED AUTO REPAIR                      | VEHICLE MAINTENANCE | 19.95           |
| 1 UNITED AUTO REPAIR                      | VEHICLE MAINTENANCE | 164.33          |
| 1 UNITED AUTO REPAIR                      | VEHICLE MAINTENANCE | 22.95           |
| 1 UNITED AUTO REPAIR                      | VEHICLE MAINTENANCE | 190.86          |
| 1 UNITED AUTO REPAIR                      | VEHICLE MAINTENANCE | 19.95           |
| 1 UNITED AUTO REPAIR                      | VEHICLE MAINTENANCE | 514.20          |
| 1 UNITED AUTO REPAIR                      | VEHICLE MAINTENANCE | 19.95           |
| 1 UNITED AUTO REPAIR                      | VEHICLE MAINTENANCE | 19.95           |
| 1 UNITED AUTO REPAIR                      | VEHICLE MAINTENANCE | 22.61           |
| <b>INVOICES TOTAL:</b>                    |                     | <b>2,893.16</b> |

**526050-VEHICLE SET UP**

| VENDOR                 | INVOICE DESCRIPTION           | INVOICE AMOUNT |
|------------------------|-------------------------------|----------------|
| 1 EBY GRAPHICS INC     | VEHICLE GRAPHICS INSTALLATION | 785.90         |
| <b>INVOICES TOTAL:</b> |                               | <b>785.90</b>  |

**526100-AUTO BODY REPAIRS**

| VENDOR                 | INVOICE DESCRIPTION | INVOICE AMOUNT |
|------------------------|---------------------|----------------|
| 1 BOB'S AUTO BODY INC  | AUTO BODY REPAIRS   | 305.00         |
| <b>INVOICES TOTAL:</b> |                     | <b>305.00</b>  |

**530100-MATERIALS & SUPPLIES**

| VENDOR                           | INVOICE DESCRIPTION  | INVOICE AMOUNT |
|----------------------------------|----------------------|----------------|
| 1 AMAZON CAPITAL SERVICES INC    | MAGLITE BATTERIES    | 97.86          |
| 1 HOME DEPOT CREDIT SERVICES     | DRILL/SIGN MATERIALS | 79.00          |
| ** 1 SAM'S CLUB                  | MATERIALS & SUPPLIES | 245.23         |
| 1 WAREHOUSE DIRECT               | TONER                | 105.99         |
| 1 WAREHOUSE DIRECT               | INK CARTRIDGE        | 139.73         |
| 1 WESTERN FIRST AID & SAFETY LLC | FIRST AID SUPPLIES   | 182.92         |
| 1 ZIEGLER'S ACE HARDWARE         | MATERIALS & SUPPLIES | 7.99           |
| <b>INVOICES TOTAL:</b>           |                      | <b>858.72</b>  |

**530110-UNIFORMS**

| VENDOR                | INVOICE DESCRIPTION         | INVOICE AMOUNT |
|-----------------------|-----------------------------|----------------|
| 1 RAY O'HERRON CO INC | UNIFORM APPAREL/ACCESSORIES | 975.89         |
| 1 RAY O'HERRON CO INC | UNIFORM APPAREL/ACCESSORIES | 817.49         |
| 1 RAY O'HERRON CO INC | UNIFORM APPAREL/ACCESSORIES | 808.56         |
| 1 RAY O'HERRON CO INC | UNIFORM APPAREL/ACCESSORIES | 692.20         |
| 1 RAY O'HERRON CO INC | UNIFORM APPAREL             | 81.09          |

\*\* Indicates pre-issue check.

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|                       |                    |                                 |
|-----------------------|--------------------|---------------------------------|
| 1 RAY O'HERRON CO INC | UNIFORM APPAREL    | 103.57                          |
| 1 RAY O'HERRON CO INC | BODY ARMOR         | 659.01                          |
| 1 RAY O'HERRON CO INC | BODY ARMOR         | 659.01                          |
| 1 STREICHER'S INC     | PISTOL VAULTS/HATS | 173.96                          |
|                       |                    | <b>INVOICES TOTAL: 4,970.78</b> |

**532200-OFFICE SUPPLIES**

| VENDOR             | INVOICE DESCRIPTION          | INVOICE AMOUNT                  |
|--------------------|------------------------------|---------------------------------|
| 1 WAREHOUSE DIRECT | FLASH DRIVES/OFFICE SUPPLIES | 535.04                          |
| 1 WAREHOUSE DIRECT | BINDERS/PENS                 | 493.14                          |
|                    |                              | <b>INVOICES TOTAL: 1,028.18</b> |

**532300-POSTAGE**

| VENDOR          | INVOICE DESCRIPTION | INVOICE AMOUNT               |
|-----------------|---------------------|------------------------------|
| 1 THE UPS STORE | SHIPPING CHARGES    | 39.47                        |
|                 |                     | <b>INVOICES TOTAL: 39.47</b> |

**541600-PROFESSIONAL DEVELOPMENT**

| VENDOR                         | INVOICE DESCRIPTION           | INVOICE AMOUNT                  |
|--------------------------------|-------------------------------|---------------------------------|
| 1 VICTORIA M ANDERSON          | IJOA/IDOA CONFERENCE EXPENSES | 527.94                          |
| 1 TRACEY DENDINGER             | IJOA/IDOA CONFERENCE EXPENSES | 99.00                           |
| 1 IL ASSOC OF CHIEFS OF POLICE | TRAINING FEES                 | 45.00                           |
| ** 1 AMY JENKINS               | CONFERENCE EXPENSES           | 1,446.60                        |
| 1 NORTH EAST MULTI-REGIONAL    | TRAINING FEES                 | 255.00                          |
| 1 NORTH EAST MULTI-REGIONAL    | TRAINING FEES                 | 35.00                           |
|                                |                               | <b>INVOICES TOTAL: 2,408.54</b> |

**543900-COMMUNITY RELATIONS**

| VENDOR                         | INVOICE DESCRIPTION        | INVOICE AMOUNT                  |
|--------------------------------|----------------------------|---------------------------------|
| ** 1 THE FUN ONES              | BOOM BLASTERS/PUMPS        | 225.00                          |
| 1 GLOWBY THE BUBBLER           | BUBBLE ENTERTAINMENT/NNO   | 415.00                          |
| 1 HOME DEPOT CREDIT SERVICES   | DRILL/SIGN MATERIALS       | 7.98                            |
| 1 JOE COTTON FORD              | MINI RACE TRACK RENTAL/NNO | 600.00                          |
| 1 NATIONAL ASSOC OF TOWN WATCH | NNO T-SHIRTS & GIVEAWAYS   | 4,136.95                        |
| 1 ANTHONY S PASSARELLA         | DEPOSIT/NNO VIDEOGRAPHER   | 1,580.00                        |
| 1 ZIEGLER'S ACE HARDWARE       | MATERIALS & SUPPLIES       | 13.18                           |
|                                |                            | <b>INVOICES TOTAL: 6,978.11</b> |

**545200-POLICE/FIRE COMMISSION**

| VENDOR                 | INVOICE DESCRIPTION | INVOICE AMOUNT                  |
|------------------------|---------------------|---------------------------------|
| 1 CONRAD POLYGRAPH INC | POLYGRAPH EXAMS     | 800.00                          |
| 1 CONRAD POLYGRAPH INC | POLYGRAPH EXAMS     | 1,440.00                        |
|                        |                     | <b>INVOICES TOTAL: 2,240.00</b> |

**1800-STREET MAINTENANCE**

\*\* Indicates pre-issue check.

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**522500-EQUIPMENT RENTALS**

| VENDOR                             | INVOICE DESCRIPTION       | INVOICE AMOUNT   |
|------------------------------------|---------------------------|------------------|
| 1 CHARLES EQUIPMENT ENERGY SYSTEMS | GENERATOR RENTAL          | 3,747.60         |
| 1 COMCAST                          | CABLE SERVICE             | 2.09             |
| 1 TRAFFIC CONTROL & PROTECTION INC | JULY 4TH EQUIPMENT RENTAL | 7,545.00         |
| 1 VERIZON WIRELESS                 | WIRELESS SERVICES         | 268.73           |
| 1 VERIZON WIRELESS                 | WIRELESS SERVICES         | 76.29            |
| <b>INVOICES TOTAL:</b>             |                           | <b>11,639.71</b> |

**524120-UTILITIES**

| VENDOR                 | INVOICE DESCRIPTION | INVOICE AMOUNT |
|------------------------|---------------------|----------------|
| 1 NICOR GAS            | GAS BILL            | 126.81         |
| <b>INVOICES TOTAL:</b> |                     | <b>126.81</b>  |

**526000-SERVICE TO MAINTAIN VEHICLES**

| VENDOR                           | INVOICE DESCRIPTION | INVOICE AMOUNT  |
|----------------------------------|---------------------|-----------------|
| 1 KAMMES AUTO & TRUCK REPAIR INC | VEHICLE MAINTENANCE | 1,040.00        |
| 1 KAMMES AUTO & TRUCK REPAIR INC | VEHICLE MAINTENANCE | 80.00           |
| 1 KAMMES AUTO & TRUCK REPAIR INC | VEHICLE MAINTENANCE | 159.50          |
| 1 POMP'S TIRE SERVICE INC        | TIRE REPLACEMENTS   | 345.78          |
| 1 POMP'S TIRE SERVICE INC        | TIRE REPAIRS        | 83.80           |
| 1 PRECISE MRM LLC                | VEHICLE MAINTENANCE | 300.00          |
| <b>INVOICES TOTAL:</b>           |                     | <b>2,009.08</b> |

**527113-SERVICES TO MAINT. GROUNDS**

| VENDOR                           | INVOICE DESCRIPTION              | INVOICE AMOUNT  |
|----------------------------------|----------------------------------|-----------------|
| 1 C E SMITH LAWN MAINTENANCE INC | LANDSCAPING SERVICES - JUNE 2021 | 2,113.57        |
| 1 DEIGAN & ASSOCIATES LLC        | LUST CLOSEOUT WORK               | 478.89          |
| 1 TRUGREEN                       | FERTILIZER APPLICATION           | 811.12          |
| <b>INVOICES TOTAL:</b>           |                                  | <b>3,403.58</b> |

**527130-SIDEWALK & CURB REPLACEMENT**

| VENDOR                           | INVOICE DESCRIPTION         | INVOICE AMOUNT  |
|----------------------------------|-----------------------------|-----------------|
| 1 JOE BYRNE                      | PUBLIC SIDEWALK REPLACEMENT | 1,241.00        |
| 1 ELMHURST CHICAGO STONE COMPANY | PSI AIR                     | 986.00          |
| 1 ELMHURST CHICAGO STONE COMPANY | PSI AIR                     | 928.00          |
| 1 ELMHURST CHICAGO STONE COMPANY | PSI AIR                     | 696.00          |
| 1 ELMHURST CHICAGO STONE COMPANY | PSI AIR                     | 870.00          |
| 1 LANE GIBSON                    | PUBLIC SIDEWALK REPLACEMENT | 460.80          |
| 1 JESUS GOMEZ                    | PUBLIC SIDEWALK REPLACEMENT | 288.00          |
| 1 JULIE KAPADOUKAKIS             | PUBLIC SIDEWALK REPLACEMENT | 638.00          |
| 1 LUIGI MANCINI                  | PUBLIC SIDEWALK REPLACEMENT | 438.00          |
| <b>INVOICES TOTAL:</b>           |                             | <b>6,545.80</b> |

**530100-MATERIALS & SUPPLIES**

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|--------|---------------------|----------------|
|--------|---------------------|----------------|

\*\* Indicates pre-issue check.

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|                               |                             |                 |
|-------------------------------|-----------------------------|-----------------|
| 1 AMAZON CAPITAL SERVICES INC | INSECTICIDE                 | 89.95           |
| 1 FLAT CAN RECYCLING          | PAINT CAN RECYCLING SERVICE | 162.50          |
| 1 HOME DEPOT CREDIT SERVICES  | MATERIALS & SUPPLIES        | 491.37          |
| 1 JSN CONTRACTORS SUPPLY      | UTILITY MARKING PAINT       | 90.00           |
| 1 MONROE TRUCK EQUIPMENT INC  | MATERIALS & SUPPLIES        | 859.91          |
| 1 USA BLUE BOOK               | FIRE HOSES                  | 431.12          |
| 1 ZIEGLER'S ACE HARDWARE      | MATERIALS & SUPPLIES        | 28.44           |
|                               | <u>INVOICES TOTAL:</u>      | <u>2,153.29</u> |

**532200-OFFICE SUPPLIES**

| VENDOR             | INVOICE DESCRIPTION       | INVOICE AMOUNT |
|--------------------|---------------------------|----------------|
| 1 WAREHOUSE DIRECT | COFFEE/OFFICE SUPPLIES    | 14.99          |
| 1 WAREHOUSE DIRECT | BATTERIES/OFFICE SUPPLIES | 95.47          |
|                    | <u>INVOICES TOTAL:</u>    | <u>110.46</u>  |

**534300-EQUIPMENT MAINTENANCE MATLS**

| VENDOR                             | INVOICE DESCRIPTION     | INVOICE AMOUNT |
|------------------------------------|-------------------------|----------------|
| 1 CAROL STREAM LAWN & POWER        | MOWER SUPPLIES          | 71.96          |
| 1 GRAINGER                         | MISC. HARDWARE          | 22.42          |
| 1 NAPA AUTO PARTS                  | MAINTENANCE SUPPLIES    | 547.04         |
| 1 STANDARD INDUSTRIAL & AUTOMOTIVE | ANNUAL LIFT INSPECTIONS | 335.00         |
|                                    | <u>INVOICES TOTAL:</u>  | <u>976.42</u>  |

**534400-STREET MAINTENANCE MATERIALS**

| VENDOR       | INVOICE DESCRIPTION    | INVOICE AMOUNT |
|--------------|------------------------|----------------|
| 1 GRIMCO INC | SIGN MAKING MATERIALS  | 164.14         |
| 1 GRIMCO INC | VINYL CUTTER           | 7.73           |
|              | <u>INVOICES TOTAL:</u> | <u>171.87</u>  |

**541600-PROFESSIONAL DEVELOPMENT**

| VENDOR                        | INVOICE DESCRIPTION           | INVOICE AMOUNT |
|-------------------------------|-------------------------------|----------------|
| 1 AMERICAN PUBLIC WORKS ASSOC | CONFERENCE FEES               | 130.00         |
| 1 AMERICAN PUBLIC WORKS ASSOC | ROADEO COMPETITION EVENT FEES | 150.00         |
|                               | <u>INVOICES TOTAL:</u>        | <u>280.00</u>  |

**543800-STORMWATER FACILITIES MAINT**

| VENDOR                        | INVOICE DESCRIPTION    | INVOICE AMOUNT    |
|-------------------------------|------------------------|-------------------|
| 1 CHRISTOPHER B BURKE ENG LTD | M&M-FEMA NATIVE BASINS | 395.07            |
| 1 TRACY & ED CONSTRUCTION INC | BIKE PATH REPLACEMENT  | 100,473.30        |
| 1 WELCH BROS INC              | GRAVEL PURCHASE        | 217.50            |
|                               | <u>INVOICES TOTAL:</u> | <u>101,085.87</u> |

**546900-CONTINGENCIES**

| VENDOR                               | INVOICE DESCRIPTION              | INVOICE AMOUNT |
|--------------------------------------|----------------------------------|----------------|
| 1 MULTISYSTEM MANAGEMENT COMPANY INC | JANITORIAL SERVICES - MARCH 2021 | 139.00         |
| 1 MULTISYSTEM MANAGEMENT COMPANY INC | JANITORIAL SERVICES - APRIL 2021 | 139.00         |

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 278.00

**570100-MACHINERY & EQUIPMENT**

| VENDOR       | INVOICE DESCRIPTION | INVOICE AMOUNT                   |
|--------------|---------------------|----------------------------------|
| 1 GRIMCO INC | HP LATEX PRINTER    | 15,126.84                        |
|              |                     | <u>INVOICES TOTAL: 15,126.84</u> |

**2200-MFT EXPENDITURES**

**583005-MFT MAINTENANCE PROGRAM**

| VENDOR                      | INVOICE DESCRIPTION         | INVOICE AMOUNT                   |
|-----------------------------|-----------------------------|----------------------------------|
| 1 CHASTAIN & ASSOCIATES LLC | DITCH/DRAINAGE IMPROVEMENTS | 11,338.29                        |
|                             |                             | <u>INVOICES TOTAL: 11,338.29</u> |

**4200-MUNICIPAL BLDG PROJECTS EXP**

**584023-GOLF COURSE FACILITY IMPROV**

| VENDOR                       | INVOICE DESCRIPTION  | INVOICE AMOUNT               |
|------------------------------|----------------------|------------------------------|
| 1 HOME DEPOT CREDIT SERVICES | MATERIALS & SUPPLIES | 26.18                        |
| 1 ZIEGLER'S ACE HARDWARE     | MATERIALS & SUPPLIES | 12.26                        |
|                              |                      | <u>INVOICES TOTAL: 38.44</u> |

**430000-DEVELOPER DEPOSITS FUND**

**262099-DEPOSIT-ORDINANCE 89-49**

| VENDOR                | INVOICE DESCRIPTION | INVOICE AMOUNT                  |
|-----------------------|---------------------|---------------------------------|
| 1 SHAHBAZ HASHMI      | VBR BOND REFUND     | 500.00                          |
| 1 MCCON BUILDING CORP | TOPO BOND REFUND    | 1,000.00                        |
| 1 STEVE NEVRLY        | VBR BOND REFUND     | 250.00                          |
| 1 HARSH PATEL         | VBR BOND REFUND     | 500.00                          |
|                       |                     | <u>INVOICES TOTAL: 2,250.00</u> |

**5000-WATER OPERATING EXPENSES**

**520025-DWC WATER AGREEMENT**

| VENDOR                       | INVOICE DESCRIPTION     | INVOICE AMOUNT                    |
|------------------------------|-------------------------|-----------------------------------|
| ** 1 DUPAGE WATER COMMISSION | DWC WATER BILL - MAY 21 | 505,950.97                        |
|                              |                         | <u>INVOICES TOTAL: 505,950.97</u> |

**522400-SERVICE AGREEMENTS**

| VENDOR                           | INVOICE DESCRIPTION           | INVOICE AMOUNT                   |
|----------------------------------|-------------------------------|----------------------------------|
| 1 OTM ENVIRONMENTAL SERVICES INC | SERVICE AGREEMENT - JUNE 2021 | 7,600.00                         |
| 1 WATER REMEDIATION TECHNOLOGY   | BASE TREATMENT CHARGE/W-4     | 11,252.75                        |
| 1 WATER REMEDIATION TECHNOLOGY   | BASE TREATMENT CHARGE/W-7     | 2,293.33                         |
|                                  |                               | <u>INVOICES TOTAL: 21,146.08</u> |

\*\* Indicates pre-issue check.

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**522500-EQUIPMENT RENTALS**

| VENDOR                 | INVOICE DESCRIPTION | INVOICE AMOUNT |
|------------------------|---------------------|----------------|
| 1 VERIZON WIRELESS     | WIRELESS SERVICES   | 268.73         |
| <b>INVOICES TOTAL:</b> |                     | <b>268.73</b>  |

**522800-ANALYTICAL TESTING**

| VENDOR                      | INVOICE DESCRIPTION | INVOICE AMOUNT  |
|-----------------------------|---------------------|-----------------|
| 1 SUBURBAN LABORATORIES INC | SAMPLE TESTING      | 1,668.50        |
| <b>INVOICES TOTAL:</b>      |                     | <b>1,668.50</b> |

**523401-ARCHITECTURAL/ENGINEERING SVC**

| VENDOR                    | INVOICE DESCRIPTION         | INVOICE AMOUNT  |
|---------------------------|-----------------------------|-----------------|
| 1 DEIGAN & ASSOCIATES LLC | LUST CLOSEOUT WORK          | 478.89          |
| 1 DIXON ENGINEERING INC   | T-MOBILE/ONEIDA AVE PROJECT | 1,750.00        |
| <b>INVOICES TOTAL:</b>    |                             | <b>2,228.89</b> |

**524120-UTILITIES**

| VENDOR                         | INVOICE DESCRIPTION | INVOICE AMOUNT  |
|--------------------------------|---------------------|-----------------|
| 1 COMMONWEALTH EDISON CO       | ELECTRIC BILL       | 45.71           |
| 1 CONSTELLATION NEW ENERGY INC | ELECTRIC BILL       | 3,613.20        |
| 1 NICOR GAS                    | GAS BILL            | 46.10           |
| 1 NICOR GAS                    | GAS BILL            | 66.84           |
| <b>INVOICES TOTAL:</b>         |                     | <b>3,771.85</b> |

**527120-SVCS TO MAINT MAINS/STORM LINE**

| VENDOR                 | INVOICE DESCRIPTION | INVOICE AMOUNT |
|------------------------|---------------------|----------------|
| 1 WELCH BROS INC       | GRAVEL PURCHASE     | 380.46         |
| 1 WELCH BROS INC       | GRAVEL PURCHASE     | 381.32         |
| <b>INVOICES TOTAL:</b> |                     | <b>761.78</b>  |

**530100-MATERIALS & SUPPLIES**

| VENDOR                       | INVOICE DESCRIPTION    | INVOICE AMOUNT  |
|------------------------------|------------------------|-----------------|
| 1 ACTION LOCK & KEY INC      | DUPLICATE PADLOCK KEYS | 30.00           |
| 1 CORE & MAIN LP             | MATERIALS & SUPPLIES   | 1,392.26        |
| 1 CORE & MAIN LP             | MATERIALS & SUPPLIES   | 539.23          |
| 1 GRAINGER                   | MATERIALS & SUPPLIES   | 146.56          |
| 1 HOME DEPOT CREDIT SERVICES | MATERIALS & SUPPLIES   | 239.26          |
| 1 MCGARD                     | MAINTENANCE SUPPLIES   | 1,610.26        |
| 1 WELCH BROS INC             | MATERIALS & SUPPLIES   | 24.48           |
| 1 ZIEGLER'S ACE HARDWARE     | MATERIALS & SUPPLIES   | 20.33           |
| <b>INVOICES TOTAL:</b>       |                        | <b>4,002.38</b> |

**532200-OFFICE SUPPLIES**

| VENDOR             | INVOICE DESCRIPTION       | INVOICE AMOUNT |
|--------------------|---------------------------|----------------|
| 1 WAREHOUSE DIRECT | COFFEE/OFFICE SUPPLIES    | 14.99          |
| 1 WAREHOUSE DIRECT | BATTERIES/OFFICE SUPPLIES | 95.47          |

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 110.46

**532300-POSTAGE**

| VENDOR             | INVOICE DESCRIPTION | INVOICE AMOUNT                  |
|--------------------|---------------------|---------------------------------|
| 1 SEBIS DIRECT INC | JULY BILLS POSTAGE  | 2,593.33                        |
| 1 THE UPS STORE    | SHIPPING CHARGES    | 96.66                           |
|                    |                     | <u>INVOICES TOTAL: 2,689.99</u> |

**534300-EQUIPMENT MAINTENANCE MATLS**

| VENDOR                   | INVOICE DESCRIPTION  | INVOICE AMOUNT               |
|--------------------------|----------------------|------------------------------|
| 1 ZIEGLER'S ACE HARDWARE | MATERIALS & SUPPLIES | 79.99                        |
|                          |                      | <u>INVOICES TOTAL: 79.99</u> |

**534810-METER MAINTENANCE MATERIALS**

| VENDOR                | INVOICE DESCRIPTION  | INVOICE AMOUNT                |
|-----------------------|----------------------|-------------------------------|
| 1 WATER RESOURCES INC | WATER METER/SUPPLIES | 730.50                        |
|                       |                      | <u>INVOICES TOTAL: 730.50</u> |

**541600-PROFESSIONAL DEVELOPMENT**

| VENDOR                        | INVOICE DESCRIPTION | INVOICE AMOUNT                |
|-------------------------------|---------------------|-------------------------------|
| 1 AMERICAN PUBLIC WORKS ASSOC | CONFERENCE FEES     | 130.00                        |
|                               |                     | <u>INVOICES TOTAL: 130.00</u> |

**546900-CONTINGENCIES**

| VENDOR                               | INVOICE DESCRIPTION              | INVOICE AMOUNT                |
|--------------------------------------|----------------------------------|-------------------------------|
| 1 MULTISYSTEM MANAGEMENT COMPANY INC | JANITORIAL SERVICES - MARCH 2021 | 139.00                        |
| 1 MULTISYSTEM MANAGEMENT COMPANY INC | JANITORIAL SERVICES - APRIL 2021 | 139.00                        |
|                                      |                                  | <u>INVOICES TOTAL: 278.00</u> |

**547072-DWC CAPITAL BUY IN PRINCIPAL**

| VENDOR                       | INVOICE DESCRIPTION     | INVOICE AMOUNT                   |
|------------------------------|-------------------------|----------------------------------|
| ** 1 DUPAGE WATER COMMISSION | DWC WATER BILL - MAY 21 | 36,196.20                        |
|                              |                         | <u>INVOICES TOTAL: 36,196.20</u> |

**5090-WATER CAPITAL PROJECTS EXP**

**581029-WATERMAIN REPLACEMENT**

| VENDOR                     | INVOICE DESCRIPTION            | INVOICE AMOUNT                    |
|----------------------------|--------------------------------|-----------------------------------|
| 1 GERARDI SEWER & WATER CO | WATER MAIN REPLACEMENT PROJECT | 822,348.55                        |
|                            |                                | <u>INVOICES TOTAL: 822,348.55</u> |

**5100-SEWER OPERATING EXPENSES**

**522500-EQUIPMENT RENTALS**

| VENDOR             | INVOICE DESCRIPTION | INVOICE AMOUNT |
|--------------------|---------------------|----------------|
| 1 VERIZON WIRELESS | WIRELESS SERVICES   | 268.74         |

\*\* Indicates pre-issue check.

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**532300-POSTAGE**

| VENDOR                 | INVOICE DESCRIPTION | INVOICE AMOUNT  |
|------------------------|---------------------|-----------------|
| 1 SEBIS DIRECT INC     | JULY BILLS POSTAGE  | 2,593.33        |
| <b>INVOICES TOTAL:</b> |                     | <b>2,593.33</b> |

**534300-EQUIPMENT MAINTENANCE MATLS**

| VENDOR                             | INVOICE DESCRIPTION         | INVOICE AMOUNT   |
|------------------------------------|-----------------------------|------------------|
| 1 CORE & MAIN LP                   | MAINTENANCE SUPPLIES        | 658.28           |
| 1 CORE & MAIN LP                   | MAINTENANCE SUPPLIES        | 112.59           |
| 1 FULLIFE SAFETY CENTER            | SAFETY EQUIPMENT REPAIRS    | 953.20           |
| 1 GASVODA & ASSOCIATES INC         | REPLACEMENT PUMP CONTROLLER | 6,900.00         |
| 1 GRAINGER                         | MAINTENANCE SUPPLIES        | 921.04           |
| 1 GRAINGER                         | MAINTENANCE SUPPLIES        | 57.24            |
| 1 GRAINGER                         | MAINTENANCE SUPPLIES        | 697.35           |
| 1 JDV EQUIPMENT CORP               | DRIVE SHAFT REPAIRS         | 6,175.00         |
| 1 LAI LTD                          | EQUIPMENT REPAIRS           | 1,660.00         |
| 1 LIONHEART CRITICAL POWER         | EQUIPMENT REPAIRS           | 500.80           |
| 1 LIONHEART CRITICAL POWER         | EQUIPMENT REPAIRS           | 802.97           |
| 1 STENSTROM PETROLEUM SERVICES INC | MONTHLY INSPECTION FEE      | 150.00           |
| <b>INVOICES TOTAL:</b>             |                             | <b>19,588.47</b> |

**541600-PROFESSIONAL DEVELOPMENT**

| VENDOR                        | INVOICE DESCRIPTION           | INVOICE AMOUNT |
|-------------------------------|-------------------------------|----------------|
| 1 AMERICAN PUBLIC WORKS ASSOC | CONFERENCE FEES               | 130.00         |
| 1 AMERICAN PUBLIC WORKS ASSOC | ROADEO COMPETITION EVENT FEES | 60.00          |
| <b>INVOICES TOTAL:</b>        |                               | <b>190.00</b>  |

**546200-PERMIT FEES**

| VENDOR                 | INVOICE DESCRIPTION | INVOICE AMOUNT   |
|------------------------|---------------------|------------------|
| 1 ILLINOIS EPA         | ANNUAL NPDES FEE    | 17,500.00        |
| 1 ILLINOIS EPA         | ANNUAL NPDES FEE    | 500.00           |
| <b>INVOICES TOTAL:</b> |                     | <b>18,000.00</b> |

**546900-CONTINGENCIES**

| VENDOR                               | INVOICE DESCRIPTION              | INVOICE AMOUNT |
|--------------------------------------|----------------------------------|----------------|
| 1 MULTISYSTEM MANAGEMENT COMPANY INC | JANITORIAL SERVICES - MARCH 2021 | 138.00         |
| 1 MULTISYSTEM MANAGEMENT COMPANY INC | JANITORIAL SERVICES - APRIL 2021 | 138.00         |
| <b>INVOICES TOTAL:</b>               |                                  | <b>276.00</b>  |

**5190-SEWER CAPITAL PROJECTS EXP**

**582025-SANITARY SEWER EVALUATION**

| VENDOR                   | INVOICE DESCRIPTION  | INVOICE AMOUNT  |
|--------------------------|----------------------|-----------------|
| 1 NEENAH FOUNDRY COMPANY | SOLID LIDS           | 984.00          |
| 1 NEENAH FOUNDRY COMPANY | FRAME/ADJUSTING RING | 255.00          |
| <b>INVOICES TOTAL:</b>   |                      | <b>1,239.00</b> |

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
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**582026-LIFT STATIONS**

| VENDOR                     | INVOICE DESCRIPTION       | INVOICE AMOUNT   |
|----------------------------|---------------------------|------------------|
| 1 TROTTER & ASSOCIATES INC | LIFT STATION REHAB/DESIGN | 18,038.25        |
| <b>INVOICES TOTAL:</b>     |                           | <b>18,038.25</b> |

**5200-PARKING OPERATING EXPENSES**

**522400-SERVICE AGREEMENTS**

| VENDOR                  | INVOICE DESCRIPTION  | INVOICE AMOUNT |
|-------------------------|----------------------|----------------|
| 1 T2 SYSTEMS CANADA INC | MONTHLY EMS SERVICES | 400.00         |
| <b>INVOICES TOTAL:</b>  |                      | <b>400.00</b>  |

**524120-UTILITIES**

| VENDOR                   | INVOICE DESCRIPTION | INVOICE AMOUNT |
|--------------------------|---------------------|----------------|
| 1 COMMONWEALTH EDISON CO | ELECTRIC BILL       | 115.12         |
| 1 COMMONWEALTH EDISON CO | ELECTRIC BILL       | 37.33          |
| 1 NICOR GAS              | GAS BILL            | 40.91          |
| 1 NICOR GAS              | GAS BILL            | 81.67          |
| <b>INVOICES TOTAL:</b>   |                     | <b>275.03</b>  |

**570200-BLDG & GROUNDS IMPROVEMENTS**

| VENDOR                           | INVOICE DESCRIPTION              | INVOICE AMOUNT  |
|----------------------------------|----------------------------------|-----------------|
| 1 C E SMITH LAWN MAINTENANCE INC | LANDSCAPING SERVICES - JUNE 2021 | 1,684.29        |
| <b>INVOICES TOTAL:</b>           |                                  | <b>1,684.29</b> |

**5500-GOLF PROGRAM EXPENSES**

**522400-SERVICE AGREEMENTS**

| VENDOR                               | INVOICE DESCRIPTION              | INVOICE AMOUNT |
|--------------------------------------|----------------------------------|----------------|
| 1 MULTISYSTEM MANAGEMENT COMPANY INC | JANITORIAL SERVICES - MARCH 2021 | 275.62         |
| 1 MULTISYSTEM MANAGEMENT COMPANY INC | JANITORIAL SERVICES - APRIL 2021 | 275.62         |
| <b>INVOICES TOTAL:</b>               |                                  | <b>551.24</b>  |

**524100-BUILDING MAINTENANCE SERVICES**

| VENDOR                            | INVOICE DESCRIPTION    | INVOICE AMOUNT  |
|-----------------------------------|------------------------|-----------------|
| 1 CINTAS FIRE PROTECTION          | FIRE SPRINKLER REPAIRS | 5,536.00        |
| 1 JENSEN'S PLUMBING & HEATING INC | ROOFTOP UNIT REPAIRS   | 315.00          |
| <b>INVOICES TOTAL:</b>            |                        | <b>5,851.00</b> |

**529000-OTHER CONTRACTUAL SERVICES**

| VENDOR                      | INVOICE DESCRIPTION | INVOICE AMOUNT  |
|-----------------------------|---------------------|-----------------|
| 1 NADLER GOLF CAR SALES INC | ANNUAL CAFE RENTAL  | 2,475.00        |
| <b>INVOICES TOTAL:</b>      |                     | <b>2,475.00</b> |

**534200-GOLF CART MAINTENANCE MATLS**

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|--------|---------------------|----------------|
|--------|---------------------|----------------|

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
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|                             |                                |               |
|-----------------------------|--------------------------------|---------------|
| 1 NADLER GOLF CAR SALES INC | GOLF CART MAINTENANCE SUPPLIES | 45.50         |
| 1 NADLER GOLF CAR SALES INC | GOLF CART MAINTENANCE SUPPLIES | 422.19        |
| <u>INVOICES TOTAL:</u>      |                                | <u>467.69</u> |

**5510-GOLF MAINTENANCE EXPENSES**

**534300-EQUIPMENT MAINTENANCE MATLS**

| VENDOR                 | INVOICE DESCRIPTION  | INVOICE AMOUNT  |
|------------------------|----------------------|-----------------|
| 1 BURRIS EQUIPMENT CO  | MAINTENANCE SUPPLIES | 172.61          |
| 1 R & R PRODUCTS INC   | MAINTENANCE SUPPLIES | 158.07          |
| 1 REINDERS INC         | MAINTENANCE SUPPLIES | 922.72          |
| <u>INVOICES TOTAL:</u> |                      | <u>1,253.40</u> |

**534500-GROUNDS MAINTENANCE MATERIALS**

| VENDOR                       | INVOICE DESCRIPTION  | INVOICE AMOUNT |
|------------------------------|----------------------|----------------|
| 1 HOME DEPOT CREDIT SERVICES | MATERIALS & SUPPLIES | 216.05         |
| <u>INVOICES TOTAL:</u>       |                      | <u>216.05</u>  |

**5560-GOLF RESTAURANT EXPENSES**

**522400-SERVICE AGREEMENTS**

| VENDOR                               | INVOICE DESCRIPTION              | INVOICE AMOUNT |
|--------------------------------------|----------------------------------|----------------|
| 1 MULTISYSTEM MANAGEMENT COMPANY INC | JANITORIAL SERVICES - MARCH 2021 | 36.19          |
| 1 MULTISYSTEM MANAGEMENT COMPANY INC | JANITORIAL SERVICES - APRIL 2021 | 36.19          |
| <u>INVOICES TOTAL:</u>               |                                  | <u>72.38</u>   |

**523100-ADVERTISING**

| VENDOR                 | INVOICE DESCRIPTION | INVOICE AMOUNT |
|------------------------|---------------------|----------------|
| 1 PAUL PETERSEN        | JOB AD PLACEMENT    | 62.51          |
| <u>INVOICES TOTAL:</u> |                     | <u>62.51</u>   |

**524100-BUILDING MAINTENANCE SERVICES**

| VENDOR                            | INVOICE DESCRIPTION  | INVOICE AMOUNT |
|-----------------------------------|----------------------|----------------|
| 1 JENSEN'S PLUMBING & HEATING INC | ROOFTOP UNIT REPAIRS | 315.00         |
| <u>INVOICES TOTAL:</u>            |                      | <u>315.00</u>  |

**530100-MATERIALS & SUPPLIES**

| VENDOR                          | INVOICE DESCRIPTION    | INVOICE AMOUNT |
|---------------------------------|------------------------|----------------|
| 1 SYSCO FOOD SERVICES - CHICAGO | FOOD PURCHASE/SUPPLIES | 92.50          |
| <u>INVOICES TOTAL:</u>          |                        | <u>92.50</u>   |

**532200-OFFICE SUPPLIES**

| VENDOR                 | INVOICE DESCRIPTION | INVOICE AMOUNT |
|------------------------|---------------------|----------------|
| 1 WAREHOUSE DIRECT     | PAPER/PENS          | 24.35          |
| <u>INVOICES TOTAL:</u> |                     | <u>24.35</u>   |

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
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**534320-PURCHASES - FOOD & BEVERAGE**

| VENDOR                          | INVOICE DESCRIPTION    | INVOICE AMOUNT  |
|---------------------------------|------------------------|-----------------|
| 1 EUCLID BEVERAGE LLC           | BEER PURCHASE          | 175.92          |
| 1 GRECO AND SONS INC            | FOOD PURCHASE          | 489.99          |
| 1 HIGHLAND BAKING COMPANY       | FOOD PURCHASE          | 60.31           |
| 1 PEPSI BEVERAGES COMPANY       | SOFT DRINK PURCHASE    | 107.46          |
| 1 SCHAMBERGER BROTHERS INC      | BEER PURCHASE          | 355.59          |
| 1 SYSCO FOOD SERVICES - CHICAGO | FOOD PURCHASE/SUPPLIES | 851.87          |
| <b>INVOICES TOTAL:</b>          |                        | <b>2,041.14</b> |

**5570-GOLF BANQUET EXPENSES**

**522400-SERVICE AGREEMENTS**

| VENDOR                               | INVOICE DESCRIPTION              | INVOICE AMOUNT |
|--------------------------------------|----------------------------------|----------------|
| 1 A MAESTRANZI SONS                  | KNIFE SERVICE                    | 19.00          |
| 1 ALSCO                              | LINEN SERVICES                   | 270.57         |
| 1 CLUBTEC                            | MONTHLY SOFTWARE SUPPORT         | 58.00          |
| 1 MULTISYSTEM MANAGEMENT COMPANY INC | JANITORIAL SERVICES - MARCH 2021 | 36.19          |
| 1 MULTISYSTEM MANAGEMENT COMPANY INC | JANITORIAL SERVICES - APRIL 2021 | 36.19          |
| <b>INVOICES TOTAL:</b>               |                                  | <b>419.95</b>  |

**523100-ADVERTISING**

| VENDOR                 | INVOICE DESCRIPTION | INVOICE AMOUNT |
|------------------------|---------------------|----------------|
| 1 PAUL PETERSEN        | JOB AD PLACEMENT    | 62.50          |
| <b>INVOICES TOTAL:</b> |                     | <b>62.50</b>   |

**524100-BUILDING MAINTENANCE SERVICES**

| VENDOR                            | INVOICE DESCRIPTION  | INVOICE AMOUNT |
|-----------------------------------|----------------------|----------------|
| 1 JENSEN'S PLUMBING & HEATING INC | ROOFTOP UNIT REPAIRS | 315.00         |
| <b>INVOICES TOTAL:</b>            |                      | <b>315.00</b>  |

**530100-MATERIALS & SUPPLIES**

| VENDOR                          | INVOICE DESCRIPTION    | INVOICE AMOUNT |
|---------------------------------|------------------------|----------------|
| 1 SYSCO FOOD SERVICES - CHICAGO | FOOD PURCHASE/SUPPLIES | 46.64          |
| <b>INVOICES TOTAL:</b>          |                        | <b>46.64</b>   |

**532200-OFFICE SUPPLIES**

| VENDOR                 | INVOICE DESCRIPTION | INVOICE AMOUNT |
|------------------------|---------------------|----------------|
| 1 WAREHOUSE DIRECT     | PAPER/PENS          | 24.36          |
| <b>INVOICES TOTAL:</b> |                     | <b>24.36</b>   |

**534320-PURCHASES - FOOD & BEVERAGE**

| VENDOR                 | INVOICE DESCRIPTION    | INVOICE AMOUNT |
|------------------------|------------------------|----------------|
| 1 ALBERTSONS - SAFEWAY | FOOD PURCHASES         | 402.17         |
| 1 GRECO AND SONS INC   | FOOD PURCHASE          | 617.81         |
| 1 GRECO AND SONS INC   | FOOD PURCHASE/SUPPLIES | 146.92         |

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
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|                                 |                        |                                 |
|---------------------------------|------------------------|---------------------------------|
| 1 HIGHLAND BAKING COMPANY       | FOOD PURCHASE          | 60.31                           |
| 1 SYSCO FOOD SERVICES - CHICAGO | FOOD PURCHASE/SUPPLIES | 472.02                          |
|                                 |                        | <b>INVOICES TOTAL: 1,699.23</b> |

**5580-GOLF MIDWAY EXPENSES**

**530100-MATERIALS & SUPPLIES**

| VENDOR               | INVOICE DESCRIPTION    | INVOICE AMOUNT               |
|----------------------|------------------------|------------------------------|
| 1 GRECO AND SONS INC | FOOD PURCHASE/SUPPLIES | 42.99                        |
|                      |                        | <b>INVOICES TOTAL: 42.99</b> |

**534320-PURCHASES - FOOD & BEVERAGE**

| VENDOR                          | INVOICE DESCRIPTION    | INVOICE AMOUNT                  |
|---------------------------------|------------------------|---------------------------------|
| 1 CIGAR WERKS INC               | CIGAR PURCHASE         | 134.80                          |
| 1 EUCLID BEVERAGE LLC           | BEER PURCHASE          | 82.50                           |
| 1 GRECO AND SONS INC            | FOOD PURCHASE          | 356.22                          |
| 1 LAKESHORE BEVERAGE            | BEER PURCHASE          | 134.17                          |
| 1 PEPSI BEVERAGES COMPANY       | SOFT DRINK PURCHASE    | 101.84                          |
| ** 1 SAM'S CLUB                 | MATERIALS & SUPPLIES   | 96.30                           |
| 1 SCHAMBERGER BROTHERS INC      | BEER PURCHASE          | 137.34                          |
| 1 SYSCO FOOD SERVICES - CHICAGO | FOOD PURCHASE/SUPPLIES | 407.72                          |
|                                 |                        | <b>INVOICES TOTAL: 1,450.89</b> |

**6000-CENTRAL SERVICES EXPENSES**

**522400-SERVICE AGREEMENTS**

| VENDOR                          | INVOICE DESCRIPTION          | INVOICE AMOUNT                |
|---------------------------------|------------------------------|-------------------------------|
| 1 ALLEGIANT FIRE PROTECTION LLC | ANNUAL FIRE ALARM INSPECTION | 275.00                        |
| 1 ALLEGIANT FIRE PROTECTION LLC | ANNUAL FIRE ALARM INSPECTION | 225.00                        |
|                                 |                              | <b>INVOICES TOTAL: 500.00</b> |

**522700-COMPUTER SERVICES**

| VENDOR      | INVOICE DESCRIPTION       | INVOICE AMOUNT                  |
|-------------|---------------------------|---------------------------------|
| 1 THINKGARD | MONTHLY SERVICE AGREEMENT | 2,090.90                        |
|             |                           | <b>INVOICES TOTAL: 2,090.90</b> |

**524100-BUILDING MAINTENANCE SERVICES**

| VENDOR                               | INVOICE DESCRIPTION              | INVOICE AMOUNT                  |
|--------------------------------------|----------------------------------|---------------------------------|
| 1 JENSEN'S PLUMBING & HEATING INC    | DRAIN PIPE LEAK REPAIRS          | 863.89                          |
| 1 MULTISYSTEM MANAGEMENT COMPANY INC | JANITORIAL SERVICES - MARCH 2021 | 3,752.00                        |
| 1 MULTISYSTEM MANAGEMENT COMPANY INC | JANITORIAL SERVICES - APRIL 2021 | 3,752.00                        |
| 1 TRUGREEN                           | FERTILIZER APPLICATION           | 139.51                          |
|                                      |                                  | <b>INVOICES TOTAL: 8,507.40</b> |

**524110-TELEPHONE**

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|--------|---------------------|----------------|
|--------|---------------------|----------------|

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
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|                    |                   |                               |
|--------------------|-------------------|-------------------------------|
| 1 VERIZON WIRELESS | WIRELESS SERVICES | 410.11                        |
| 1 VERIZON WIRELESS | WIRELESS SERVICES | 407.73                        |
|                    |                   | <b>INVOICES TOTAL: 817.84</b> |

**524120-UTILITIES**

| VENDOR                   | INVOICE DESCRIPTION | INVOICE AMOUNT                |
|--------------------------|---------------------|-------------------------------|
| 1 COMMONWEALTH EDISON CO | ELECTRIC BILL       | 86.95                         |
| 1 NICOR GAS              | GAS BILL            | 130.85                        |
| 1 NICOR GAS              | GAS BILL            | 417.66                        |
|                          |                     | <b>INVOICES TOTAL: 635.46</b> |

**530100-MATERIALS & SUPPLIES**

| VENDOR                           | INVOICE DESCRIPTION           | INVOICE AMOUNT                  |
|----------------------------------|-------------------------------|---------------------------------|
| 1 ALBERTSONS - SAFEWAY           | RETIREMENT GIFT/FOOD PURCHASE | 508.73                          |
| 1 GREAT LAKES COCA-COLA          | SOFT DRINK PURCHASE           | 418.02                          |
| ** 1 SAM'S CLUB                  | MATERIALS & SUPPLIES          | 223.36                          |
| 1 WESTERN FIRST AID & SAFETY LLC | FIRST AID SUPPLIES            | 102.22                          |
|                                  |                               | <b>INVOICES TOTAL: 1,252.33</b> |

**534600-BUILDING MAINTENANCE MATERIALS**

| VENDOR                          | INVOICE DESCRIPTION            | INVOICE AMOUNT                  |
|---------------------------------|--------------------------------|---------------------------------|
| 1 ALLEGIANT FIRE PROTECTION LLC | FIRE PUMP/SPRINKLER INSPECTION | 947.00                          |
| 1 HOME DEPOT CREDIT SERVICES    | MATERIALS & SUPPLIES           | 53.40                           |
|                                 |                                | <b>INVOICES TOTAL: 1,000.40</b> |

**7000-POLICE PENSION EXPENDITURES**

**523001-PERSONNEL TESTING**

| VENDOR                 | INVOICE DESCRIPTION    | INVOICE AMOUNT                  |
|------------------------|------------------------|---------------------------------|
| 1 INSPE ASSOCIATES LLC | DEPOSITION - G SELMANI | 3,300.00                        |
| 1 INSPE ASSOCIATES LLC | DEPOSITION - G SELMANI | 3,720.00                        |
|                        |                        | <b>INVOICES TOTAL: 7,020.00</b> |

**523400-LEGAL SERVICES**

| VENDOR                           | INVOICE DESCRIPTION | INVOICE AMOUNT                  |
|----------------------------------|---------------------|---------------------------------|
| 1 REIMER DOBROVOLNY & LABARDI PC | LEGAL SERVICES      | 5,420.52                        |
|                                  |                     | <b>INVOICES TOTAL: 5,420.52</b> |

**541600-PROFESSIONAL DEVELOPMENT**

| VENDOR             | INVOICE DESCRIPTION         | INVOICE AMOUNT                |
|--------------------|-----------------------------|-------------------------------|
| ** 1 DEREK BANSLEY | PENSION CONFERENCE EXPENSES | 457.68                        |
|                    |                             | <b>INVOICES TOTAL: 457.68</b> |

**GRAND TOTAL: 1,770,430.48**

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
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|                         |                     |
|-------------------------|---------------------|
| GENERAL FUND            | 206,047.76          |
| MOTOR FUEL TAX FUND     | 11,338.29           |
| MUNICIPAL BUILDING FUND | 38.44               |
| DEVELOPER DEPOSITS FUND | 2,250.00            |
| WATER FUND              | 1,402,362.87        |
| SEWER FUND              | 100,847.45          |
| PARKING FUND            | 2,359.32            |
| GOLF FUND               | 17,483.82           |
| CENTRAL SERVICES FUND   | 14,804.33           |
| POLICE PENSION FUND     | 12,898.20           |
| <b>GRAND TOTAL</b>      | <b>1,770,430.48</b> |

VILLAGE OF BARTLETT TREASURER'S REPORT  
 CASH & INVESTMENT REPORT  
 FISCAL YEAR 2021/22 as of May 31, 2021

| Fund                     | 4/30/2021         | Receipts         | Disbursements    | Detail of Ending Balance |                   |                   |                   |
|--------------------------|-------------------|------------------|------------------|--------------------------|-------------------|-------------------|-------------------|
|                          |                   |                  |                  | Cash                     | Investments       | Net Assets/Liab.  |                   |
| General                  | 14,785,470        | 1,982,982        | 1,720,729        | 10,968,267               | 5,724,855         | (1,645,398)       | 15,047,723        |
| MFT                      | 4,188,305         | 588,508          | 0                | 3,115,682                | 418,143           | 1,242,989         | 4,776,813         |
| Debt Service             | 854,077           | 137,425          | 210,800          | 499,996                  | 280,706           | 0                 | 780,702           |
| Capital Projects         | 42,439            | 1                | 0                | 27,180                   | 15,259            | 0                 | 42,440            |
| Municipal Building       | 998,722           | 712              | 200              | 462,885                  | 259,872           | 276,477           | 999,234           |
| Developer Deposits       | 2,495,566         | 20,055           | 0                | 164,173                  | 2,083,122         | 268,327           | 2,515,622         |
| 59 & Lake TIF            | (73,719)          | 0                | 0                | 476,583                  | 267,561           | (817,863)         | (73,719)          |
| BC Municipal TIF         | 952,795           | 66,862           | 49,610           | 630,484                  | 353,964           | (14,401)          | 970,047           |
| Bluff City TIF Municipal | 118,077           | 2                | 0.00             | 75,623                   | 42,456            | 0                 | 118,079           |
| Water                    | 222,885           | 920,323          | 588,654          | 3,192,154                | 1,792,072         | (4,429,672)       | 554,555           |
| Sewer                    | 19,484,923        | 568,068          | 356,630          | 1,779,885                | 999,201           | 16,917,275        | 19,696,361        |
| Parking                  | (57,166)          | 1,192            | 9,469            | 0                        | 0                 | (65,443)          | (65,443)          |
| Golf                     | (468,689)         | 260,230          | 148,837          | 0                        | 0                 | (357,296)         | (357,296)         |
| Central Services         | 777,577           | 121,336          | 86,853           | 415,828                  | 233,453           | 162,779           | 812,060           |
| Vehicle Replacement      | 3,878,544         | 49,508           | 0                | 1,064,595                | 597,681           | 2,265,776         | 3,928,053         |
| <b>TOTALS</b>            | <b>48,199,807</b> | <b>4,717,205</b> | <b>3,171,781</b> | <b>22,873,335</b>        | <b>13,068,346</b> | <b>13,803,549</b> | <b>49,745,231</b> |

|                          |            |         |           |           |            |           |            |
|--------------------------|------------|---------|-----------|-----------|------------|-----------|------------|
| BC Project TIF           | 4,069,400  | 467,919 | 0         | 0         | 0          | 4,537,319 | 4,537,319  |
| Bluff City Project TIF   | 7,947      | 0       | 0         | 5,090     | 2,858      | 0         | 7,947      |
| Bluff City SSA Debt Srv. | 629,321    | 21      | 44,037.50 | 0         | 0          | 585,304   | 585,304    |
| Police Pension           | 57,674,521 | 598,927 | 211,854   | 1,559,975 | 56,499,722 | 1,897     | 58,061,594 |



Todd Dowden  
 Finance Director

VILLAGE OF BARTLETT TREASURER'S REPORT  
 REVENUE & EXPENDITURE BUDGET COMPARISONS BY FUND  
 FISCAL YEAR 2021/22 as of MAY 31, 2021

| Fund                         | Revenues  |                     |         | Expenditures |           |                     |         |             |
|------------------------------|-----------|---------------------|---------|--------------|-----------|---------------------|---------|-------------|
|                              | Actual    | Current Year Budget | Percent | Prior YTD %  | Actual    | Current Year Budget | Percent | Prior YTD % |
| General                      | 1,982,982 | 25,213,747          | 7.86%   | 5.00%        | 1,720,729 | 26,272,809          | 6.55%   | 5.79%       |
| MFT                          | 588,508   | 2,530,256           | 23.26%  | 7.01%        | 0.00      | 3,170,000           | 0.00%   | 0.00%       |
| Debt Service                 | 137,425   | 3,015,233           | 4.56%   | 0.81%        | 210,800   | 3,018,675           | 6.98%   | 11.25%      |
| Capital Projects             | 1         | 100                 | 0.71%   | 100.00%      | 0         | 0                   | 0.00%   | 0.00%       |
| Municipal Building           | 712       | 5,000               | 14.24%  | 3.90%        | 200       | 375,000             | 0.05%   | 0.00%       |
| Developer Deposits           | 20,055    | 375,000             | 5.35%   | 0.11%        | 0         | 626,958             | 0.00%   | 0.00%       |
| Bluff City SSA               | 21        | 923,983             | 0.00%   | 0.04%        | 44,038    | 1,015,175           | 4.34%   | 7.74%       |
| 59 & Lake TIF                | 0         | 61,000              | 0.00%   | 0.00%        | 0         | 61,000              | 0.00%   | 0.00%       |
| Bluff City Municipal TIF     | 2         | 35,100              | 0.01%   | 0.09%        | 0         | 105,000             | 0.00%   | 0.00%       |
| Bluff City Project TIF       | 0         | 2,030,500           | 0.00%   | 0.00%        | 0         | 2,030,000           | 0.00%   | 0.00%       |
| Brewster Creek Municipal TIF | 66,862    | 875,500             | 7.64%   | 0.08%        | 49,610    | 1,207,867           | 4.11%   | 3.73%       |
| Brewster Creek Project TIF   | 467,919   | 9,090,000           | 5.15%   | 0.10%        | 0         | 9,088,040           | 0.00%   | 0.00%       |
| Water                        | 920,323   | 12,237,500          | 7.52%   | 7.62%        | 588,654   | 13,264,853          | 4.44%   | 7.19%       |
| Sewer                        | 568,068   | 22,967,000          | 2.47%   | 4.69%        | 356,630   | 27,258,677          | 1.31%   | 3.20%       |
| Parking                      | 1,192     | 100,000             | 1.19%   | 0.21%        | 9,469     | 272,787             | 3.47%   | 3.33%       |
| Golf                         | 260,230   | 2,414,258           | 10.78%  | 4.15%        | 148,837   | 2,401,103           | 6.20%   | 4.31%       |
| Central Services             | 121,336   | 1,456,404           | 8.33%   | 8.31%        | 86,853    | 1,450,904           | 5.99%   | 12.45%      |
| Vehicle Replacement          | 49,508    | 605,770             | 8.17%   | 7.65%        | 0         | 659,619             | 0.00%   | 0.00%       |
| Police Pension               | 598,927   | 6,333,403           | 9.46%   | 29.65%       | 211,854   | 6,333,403           | 3.35%   | 3.58%       |
| Subtotal                     | 5,784,072 | 90,269,754          | 6.41%   | 6.95%        | 3,427,674 | 98,611,870          | 3.48%   | 4.79%       |
| Less Interfund Transfers     | (310,223) | (4,886,665)         | 6.35%   | 4.36%        | (310,223) | (4,886,665)         | 6.35%   | 4.36%       |
| Total                        | 5,473,849 | 85,383,089          | 6.41%   | 7.13%        | 3,117,451 | 93,725,205          | 3.33%   | 4.82%       |

VILLAGE OF BARTLETT TREASURER'S REPORT  
 MAJOR REVENUE BUDGET COMPARISONS  
 FISCAL YEAR 2021/22 as of May 31, 2021

| Fund                       | Actual  | Current Year |         | Prior YTD % |
|----------------------------|---------|--------------|---------|-------------|
|                            |         | Budget       | Percent |             |
| Property Taxes             | 522,610 | 11,541,646   | 4.53%   | 0.82%       |
| Sales Taxes (General Fund) | 185,540 | 3,400,000    | 5.46%   | 6.09%       |
| Income Taxes               | 693,410 | 4,560,000    | 15.21%  | 9.61%       |
| Telecommunications Tax     | 37,478  | 480,000      | 7.81%   | 8.60%       |
| Home Rule Sales Tax        | 126,029 | 2,380,000    | 5.30%   | 5.39%       |
| Real Estate Transfer Tax   | 192,759 | 850,000      | 22.68%  | 13.05%      |
| Use Tax                    | 111,892 | 900,000      | 12.43%  | 7.15%       |
| Building Permits           | 77,900  | 650,000      | 11.98%  | 7.34%       |
| MFT                        | 135,751 | 1,620,000    | 8.38%   | 7.13%       |
| Water Charges              | 901,804 | 12,000,000   | 7.52%   | 7.74%       |
| Sewer Charges              | 502,356 | 6,075,000    | 8.27%   | 6.87%       |
| Interest Income            | 678     | 45,600       | 1.49%   | 3.26%       |

VILLAGE OF BARTLETT TREASURER'S REPORT  
 GOLF FUND DETAIL (Excluding Capital Projects)  
 FISCAL YEAR 2021/22 as of May 31, 2021

| Fund                        | Current Year   |                  | Percent        |
|-----------------------------|----------------|------------------|----------------|
|                             | Actual         | Budget           |                |
| <b>Golf Program</b>         |                |                  |                |
| Revenues                    | 190,618        | 1,363,258        | 13.98%         |
| Expenses                    | 94,779         | 1,340,168        | 7.07%          |
| Net Income                  | <u>95,839</u>  | <u>23,090</u>    | <u>415.07%</u> |
| <b>F&amp;B - Restaurant</b> |                |                  |                |
| Revenues                    | 20,029         | 150,000          | 13.35%         |
| Expenses                    | 22,943         | 335,184          | 6.84%          |
| Net Income                  | <u>(2,914)</u> | <u>(185,184)</u> | <u>1.57%</u>   |
| <b>F&amp;B - Banquet</b>    |                |                  |                |
| Revenues                    | 30,371         | 765,000          | 3.97%          |
| Expenses                    | 28,441         | 661,251          | 4.30%          |
| Net Income                  | <u>1,930</u>   | <u>103,749</u>   | <u>1.86%</u>   |
| <b>F&amp;B - Midway</b>     |                |                  |                |
| Revenues                    | 19,211         | 136,000          | 14.13%         |
| Expenses                    | 2,674          | 64,500           | 4.15%          |
| Net Income                  | <u>16,538</u>  | <u>71,500</u>    | <u>23.13%</u>  |
| <b>Golf Fund Total</b>      |                |                  |                |
| Revenues                    | 260,230        | 2,414,258        | 10.78%         |
| Expenses                    | 148,837        | 2,401,103        | 6.20%          |
| Net Income                  | <u>111,393</u> | <u>13,155</u>    | <u>846.77%</u> |

Sales Taxes

| Month             | FY 12/13         | FY 13/14         | FY 14/15         | FY 15/16         | FY 16/17         | FY 17/18         | FY 18/19         | FY 19/20         | FY 20/21         | FY 21/22         |
|-------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| May               | 137,931          | 143,188          | 125,055          | 141,609          | 161,850          | 159,411          | 167,379          | 156,194          | 160,850          | 185,540          |
| June              | 168,284          | 162,596          | 153,553          | 170,308          | 178,006          | 186,494          | 194,753          | 187,952          | 183,798          |                  |
| July              | 175,701          | 173,657          | 178,983          | 170,734          | 181,943          | 201,320          | 200,041          | 205,572          | 198,797          |                  |
| August            | 191,865          | 191,196          | 200,051          | 200,031          | 224,385          | 219,629          | 227,783          | 232,110          | 209,005          |                  |
| September         | 190,899          | 186,097          | 188,547          | 193,484          | 211,186          | 224,268          | 218,236          | 220,524          | 233,289          |                  |
| October           | 180,797          | 184,425          | 190,872          | 204,424          | 209,930          | 215,328          | 211,089          | 262,349          | 221,535          |                  |
| November          | 179,526          | 186,229          | 181,445          | 198,880          | 206,205          | 208,760          | 215,922          | 227,334          | 202,764          |                  |
| December          | 165,188          | 170,530          | 188,055          | 212,286          | 212,435          | 219,639          | 196,081          | 214,284          | 236,916          |                  |
| January           | 181,865          | 174,037          | 179,846          | 204,437          | 207,123          | 221,599          | 221,276          | 243,184          | 208,079          |                  |
| February          | 161,047          | 149,669          | 160,774          | 170,190          | 201,075          | 206,836          | 196,714          | 186,495          | 199,411          |                  |
| March             | 168,154          | 210,506          | 187,865          | 194,219          | 190,934          | 196,530          | 181,590          | 203,051          | 203,477          |                  |
| April             | 147,189          | 151,678          | 141,054          | 149,630          | 167,837          | 180,413          | 170,866          | 193,930          | 211,072          |                  |
| <b>Total</b>      | <b>2,048,447</b> | <b>2,083,807</b> | <b>2,076,100</b> | <b>2,210,232</b> | <b>2,352,909</b> | <b>2,440,227</b> | <b>2,401,729</b> | <b>2,532,977</b> | <b>2,468,994</b> | <b>185,540</b>   |
| <b>% increase</b> | <b>3.43%</b>     | <b>1.73%</b>     | <b>-0.37%</b>    | <b>6.46%</b>     | <b>6.46%</b>     | <b>3.71%</b>     | <b>-1.58%</b>    | <b>5.46%</b>     | <b>-2.53%</b>    | <b>15.35%</b>    |
| <b>Budget</b>     | <b>1,975,000</b> | <b>2,010,000</b> | <b>2,075,000</b> | <b>2,115,000</b> | <b>2,205,000</b> | <b>2,400,000</b> | <b>2,425,000</b> | <b>2,460,000</b> | <b>2,575,000</b> | <b>3,400,000</b> |

# VENDOR WARRANT DETAIL

## BARTLETT VILLAGE TREASURER

[RETURN HOME](#)  
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 [CONTRACT SEARCH](#)  
 [PAYMENTS SEARCH](#)  
 [PAYMENTS ISSUED](#)  
 [PENDING PAYMENTS](#)

PAYMENTS NOTIFICATIONS

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Warrant/EFT#: EF 0020484

|               |              |                |          |
|---------------|--------------|----------------|----------|
| Fiscal Year   | 2021         | Issue Date     | 05/06/21 |
| Warrant Total | \$185,540.46 | Warrant Status |          |

| Agency        | Contract | Invoice  | Voucher   | Agency Amount |
|---------------|----------|----------|-----------|---------------|
| 492 - REVENUE |          | A1904427 | 1A1904427 | \$185,540.46  |

IOC Accounting Line Details

| Fund | Agency | Organization | Appropriation | Object | Amount       | Appropriation Name             |
|------|--------|--------------|---------------|--------|--------------|--------------------------------|
| 0189 | 492    | 27           | 44910055      | 4491   | \$185,540.46 | DISTRIBUTE MUNI/CNTY SALES TAX |

Payment Voucher Description

| Line | Text  |
|------|---|
| 1    | IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 05/05/2021 |
| 2    | MUNICIPAL 1 % SHARE OF SALES TAX                          |
| 3    | LIAB MO: FEB. 2021 COLL MO: MAR. 2021 VCHR MO: MAY. 2021  |
| 4    | ?S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV   |
| 61   | MUNICIPAL 1 % SHARE OF SALES TAX                          |

MOTOR FUEL TAX

| Month                | FY 2012-13 | FY 2013-14 | FY 2014-15 | FY 2015-16 | FY 2016-17 | FY 2017-18 | FY 2018-19 | FY 2019-20 | FY 2020-21 | FY 2021-22 |
|----------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| May                  | 89,115     | 104,788    | 106,665    | 89,988     | 93,139     | 91,478     | 86,848     | 83,590     | 96,769     | 134,647    |
| June                 | 75,066     | 71,924     | 80,212     | 58,408     | 58,737     | 72,645     | 79,592     | 76,204     | 99,562     |            |
| July                 | 87,721     | 84,361     | 89,915     | 103,948    | 94,278     | 95,252     | 93,416     | 95,250     | 121,837    |            |
| August               | 87,924     | 99,063     | 61,056     | 100,154    | 89,533     | 89,970     | 90,079     | 137,033    | 142,172    |            |
| September            | 76,347     | 70,076     | 83,006     | 67,441     | 79,032     | 79,527     | 75,247     | 148,846    | 132,059    |            |
| October              | 83,510     | 90,026     | 89,337     | 87,626     | 91,489     | 91,053     | 98,725     | 136,575    | 130,305    |            |
| November             | 89,027     | 77,655     | 90,552     | 101,486    | 93,216     | 92,796     | 92,950     | 153,788    | 131,647    |            |
| December             | 85,014     | 103,117    | 103,771    | 93,002     | 97,757     | 91,055     | 89,502     | 180,890    | 136,795    |            |
| January              | 82,788     | 90,866     | 97,525     | 89,828     | 92,928     | 93,233     | 89,403     | 128,180    | 119,239    |            |
| February             | 70,348     | 83,687     | 74,031     | 90,531     | 88,602     | 80,765     | 81,313     | 126,802    | 112,605    |            |
| March                | 83,251     | 65,802     | 37,978     | 77,861     | 75,544     | 80,062     | 77,761     | 131,268    | 116,673    |            |
| April                | 70,866     | 75,969     | 95,841     | 93,782     | 90,224     | 94,326     | 91,212     | 122,218    | 135,751    |            |
| Subtotal             | 980,978    | 1,017,334  | 1,009,889  | 1,054,055  | 1,044,479  | 1,052,164  | 1,046,048  | 1,520,643  | 1,475,415  | 134,647    |
| Plus:                |            |            |            |            |            |            |            |            |            |            |
| High Growth          | 29,031     | 37,678     | 37,682     | 37,743     | 37,801     | 37,266     | 36,909     | 9,192      | 89,348     |            |
| Jobs Now             | 179,796    | 179,796    | 359,592    |            |            |            |            |            |            |            |
| Rebuild Illinois     |            |            |            |            |            |            |            |            |            |            |
| Total                | 1,189,805  | 1,234,808  | 1,407,163  | 1,091,798  | 1,082,280  | 1,089,430  | 1,082,957  | 1,529,835  | 2,922,648  | 452,628    |
| Budget               | 1,250,000  | 1,175,000  | 1,188,990  | 1,025,000  | 1,067,287  | 1,095,000  | 1,095,000  | 1,085,000  | 1,715,000  | 1,620,000  |
| Annual Inc in \$     |            |            |            |            |            |            |            |            |            |            |
| only MFT Allocations | -6.80%     | 3.71%      | -0.73%     | 4.37%      | -0.91%     | 0.74%      | -0.58%     | 45.37%     | -2.97%     | 39.14%     |



# Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

Bureau of Local Roads & Streets  
217-782-1662

Municipality Report

June 2, 2021

Bartlett

## MOTOR FUEL TAX ALLOTMENT AND TRANSACTIONS FOR MAY, 2021

|   |             |                       |
|---|-------------|-----------------------|
| Beginning Unobligated Balance             |             | <b>\$6,344,909.51</b> |
| Motor Fuel Tax Fund Allotment             | \$78,240.51 |                       |
| MFT Transportation Renewal Fund Allotment | \$56,406.75 |                       |
| Minus Amount Paid to State                | \$0.00      |                       |
| Net Motor Fuel Tax Allotment              |             | <b>\$134,647.26</b>   |
| Plus Credits Processed                    |             | \$452,628.22          |
| Minus Authorizations Processed            |             | \$0.00                |
| Current Unobligated Balance               |             | <b>\$6,932,184.99</b> |

### PROCESSED TRANSACTIONS:

#### CREDITS:

| Date      | Section | Category               | Memo  | Amount              |
|-----------|---------|------------------------|---|---------------------|
| 5/13/2021 |         | Supplemental Allotment | FY2021 Rebuild Illinois Bond Grant Installment #4 | \$452,628.22        |
|           |         |                        | <b>TOTAL</b>                                      | <b>\$452,628.22</b> |

VILLAGE OF BARTLETT TREASURER'S REPORT  
 CASH & INVESTMENT REPORT  
 FISCAL YEAR 2021/22 as of May 31, 2021

| Fund                     | 4/30/2021         | Receipts         | Disbursements    | Detail of Ending Balance |                   |                   |
|--------------------------|-------------------|------------------|------------------|--------------------------|-------------------|-------------------|
|                          |                   |                  |                  | Cash                     | Investments       | Net Assets/Liab.  |
| General                  | 14,785,470        | 1,982,982        | 1,720,729        | 10,968,267               | 5,724,855         | (1,645,398)       |
| MFT                      | 4,188,305         | 588,508          | 0                | 3,115,682                | 418,143           | 1,242,989         |
| Debt Service             | 854,077           | 137,425          | 210,800          | 499,996                  | 280,706           | 0                 |
| Capital Projects         | 42,439            | 1                | 0                | 27,180                   | 15,259            | 0                 |
| Municipal Building       | 998,722           | 712              | 200              | 462,885                  | 259,872           | 276,477           |
| Developer Deposits       | 2,495,566         | 20,055           | 0                | 164,173                  | 2,083,122         | 268,327           |
| 59 & Lake TIF            | (73,719)          | 0                | 0                | 476,583                  | 267,561           | (817,863)         |
| BC Municipal TIF         | 952,795           | 66,862           | 49,610           | 630,484                  | 353,964           | (14,401)          |
| Bluff City TIF Municipal | 118,077           | 2                | 0.00             | 75,623                   | 42,456            | 0                 |
| Water                    | 222,885           | 920,323          | 588,654          | 3,192,154                | 1,792,072         | (4,429,672)       |
| Sewer                    | 19,484,923        | 568,068          | 356,630          | 1,779,885                | 999,201           | 16,917,275        |
| Parking                  | (57,166)          | 1,192            | 9,469            | 0                        | 0                 | (65,443)          |
| Golf                     | (468,689)         | 260,230          | 148,837          | 0                        | 0                 | (357,296)         |
| Central Services         | 777,577           | 121,336          | 86,853           | 415,828                  | 233,453           | 162,779           |
| Vehicle Replacement      | 3,878,544         | 49,508           | 0                | 1,064,595                | 597,681           | 2,265,776         |
| <b>TOTALS</b>            | <b>48,199,807</b> | <b>4,717,205</b> | <b>3,171,781</b> | <b>22,873,335</b>        | <b>13,068,346</b> | <b>13,803,549</b> |
|                          |                   |                  |                  |                          |                   | <b>49,745,231</b> |

|                          |            |         |           |           |            |                   |
|--------------------------|------------|---------|-----------|-----------|------------|-------------------|
| BC Project TIF           | 4,069,400  | 467,919 | 0         | 0         | 0          | 4,537,319         |
| Bluff City Project TIF   | 7,947      | 0       | 0         | 5,090     | 2,858      | 0                 |
| Bluff City SSA Debt Srv. | 629,321    | 21      | 44,037.50 | 0         | 0          | 585,304           |
| Police Pension           | 57,674,521 | 598,927 | 211,854   | 1,559,975 | 56,499,722 | 1,897             |
|                          |            |         |           |           |            | <b>58,061,594</b> |

  
 Todd Dowden  
 Finance Director

VILLAGE OF BARTLETT TREASURER'S REPORT  
 REVENUE & EXPENDITURE BUDGET COMPARISONS BY FUND  
 FISCAL YEAR 2021/22 as of MAY 31, 2021

| Fund                         | Revenues  |                     |         | Expenditures |           |                     |         |             |
|------------------------------|-----------|---------------------|---------|--------------|-----------|---------------------|---------|-------------|
|                              | Actual    | Current Year Budget | Percent | Prior YTD %  | Actual    | Current Year Budget | Percent | Prior YTD % |
| General                      | 1,982,982 | 25,213,747          | 7.86%   | 5.00%        | 1,720,729 | 26,272,809          | 6.55%   | 5.79%       |
| MFT                          | 588,508   | 2,530,256           | 23.26%  | 7.01%        | 0.00      | 3,170,000           | 0.00%   | 0.00%       |
| Debt Service                 | 137,425   | 3,015,233           | 4.56%   | 0.81%        | 210,800   | 3,018,675           | 6.98%   | 11.25%      |
| Capital Projects             | 1         | 100                 | 0.71%   | 100.00%      | 0         | 0                   | 0.00%   | 0.00%       |
| Municipal Building           | 712       | 5,000               | 14.24%  | 3.90%        | 200       | 375,000             | 0.05%   | 0.00%       |
| Developer Deposits           | 20,055    | 375,000             | 5.35%   | 0.11%        | 0         | 626,958             | 0.00%   | 0.00%       |
| Bluff City SSA               | 21        | 923,983             | 0.00%   | 0.04%        | 44,038    | 1,015,175           | 4.34%   | 7.74%       |
| 59 & Lake TIF                | 0         | 61,000              | 0.00%   | 0.00%        | 0         | 61,000              | 0.00%   | 0.00%       |
| Bluff City Municipal TIF     | 2         | 35,100              | 0.01%   | 0.09%        | 0         | 105,000             | 0.00%   | 0.00%       |
| Bluff City Project TIF       | 0         | 2,030,500           | 0.00%   | 0.00%        | 0         | 2,030,000           | 0.00%   | 0.00%       |
| Brewster Creek Municipal TIF | 66,862    | 875,500             | 7.64%   | 0.08%        | 49,610    | 1,207,867           | 4.11%   | 3.73%       |
| Brewster Creek Project TIF   | 467,919   | 9,090,000           | 5.15%   | 0.10%        | 0         | 9,088,040           | 0.00%   | 0.00%       |
| Water                        | 920,323   | 12,237,500          | 7.52%   | 7.62%        | 588,654   | 13,264,853          | 4.44%   | 7.19%       |
| Sewer                        | 568,068   | 22,967,000          | 2.47%   | 4.69%        | 356,630   | 27,258,677          | 1.31%   | 3.20%       |
| Parking                      | 1,192     | 100,000             | 1.19%   | 0.21%        | 9,469     | 272,787             | 3.47%   | 3.33%       |
| Golf                         | 260,230   | 2,414,258           | 10.78%  | 4.15%        | 148,837   | 2,401,103           | 6.20%   | 4.31%       |
| Central Services             | 121,336   | 1,456,404           | 8.33%   | 8.31%        | 86,853    | 1,450,904           | 5.99%   | 12.45%      |
| Vehicle Replacement          | 49,508    | 605,770             | 8.17%   | 7.65%        | 0         | 659,619             | 0.00%   | 0.00%       |
| Police Pension               | 598,927   | 6,333,403           | 9.46%   | 29.65%       | 211,854   | 6,333,403           | 3.35%   | 3.58%       |
| Subtotal                     | 5,784,072 | 90,269,754          | 6.41%   | 6.95%        | 3,427,674 | 98,611,870          | 3.48%   | 4.79%       |
| Less Interfund Transfers     | (310,223) | (4,886,665)         | 6.35%   | 4.36%        | (310,223) | (4,886,665)         | 6.35%   | 4.36%       |
| Total                        | 5,473,849 | 85,383,089          | 6.41%   | 7.13%        | 3,117,451 | 93,725,205          | 3.33%   | 4.82%       |

VILLAGE OF BARTLETT TREASURER'S REPORT  
 MAJOR REVENUE BUDGET COMPARISONS  
 FISCAL YEAR 2021/22 as of May 31, 2021

| Fund                       | Actual  | Current Year |         | Prior<br>YTD % |
|----------------------------|---------|--------------|---------|----------------|
|                            |         | Budget       | Percent |                |
| Property Taxes             | 522,610 | 11,541,646   | 4.53%   | 0.82%          |
| Sales Taxes (General Fund) | 185,540 | 3,400,000    | 5.46%   | 6.09%          |
| Income Taxes               | 693,410 | 4,560,000    | 15.21%  | 9.61%          |
| Telecommunications Tax     | 37,478  | 480,000      | 7.81%   | 8.60%          |
| Home Rule Sales Tax        | 126,029 | 2,380,000    | 5.30%   | 5.39%          |
| Real Estate Transfer Tax   | 192,759 | 850,000      | 22.68%  | 13.05%         |
| Use Tax                    | 111,892 | 900,000      | 12.43%  | 7.15%          |
| Building Permits           | 77,900  | 650,000      | 11.98%  | 7.34%          |
| MFT                        | 135,751 | 1,620,000    | 8.38%   | 7.13%          |
| Water Charges              | 901,804 | 12,000,000   | 7.52%   | 7.74%          |
| Sewer Charges              | 502,356 | 6,075,000    | 8.27%   | 6.87%          |
| Interest Income            | 678     | 45,600       | 1.49%   | 3.26%          |

VILLAGE OF BARTLETT TREASURER'S REPORT  
 GOLF FUND DETAIL (Excluding Capital Projects)  
 FISCAL YEAR 2021/22 as of May 31, 2021

| Fund                        | Actual  | Current Year |  | Percent |
|-----------------------------|---------|--------------|--|---------|
|                             |         | Budget       |  |         |
| <b>Golf Program</b>         |         |              |  |         |
| Revenues                    | 190,618 | 1,363,258    |  | 13.98%  |
| Expenses                    | 94,779  | 1,340,168    |  | 7.07%   |
| Net Income                  | 95,839  | 23,090       |  | 415.07% |
| <b>F&amp;B - Restaurant</b> |         |              |  |         |
| Revenues                    | 20,029  | 150,000      |  | 13.35%  |
| Expenses                    | 22,943  | 335,184      |  | 6.84%   |
| Net Income                  | (2,914) | (185,184)    |  | 1.57%   |
| <b>F&amp;B - Banquet</b>    |         |              |  |         |
| Revenues                    | 30,371  | 765,000      |  | 3.97%   |
| Expenses                    | 28,441  | 661,251      |  | 4.30%   |
| Net Income                  | 1,930   | 103,749      |  | 1.86%   |
| <b>F&amp;B - Midway</b>     |         |              |  |         |
| Revenues                    | 19,211  | 136,000      |  | 14.13%  |
| Expenses                    | 2,674   | 64,500       |  | 4.15%   |
| Net Income                  | 16,538  | 71,500       |  | 23.13%  |
| <b>Golf Fund Total</b>      |         |              |  |         |
| Revenues                    | 260,230 | 2,414,258    |  | 10.78%  |
| Expenses                    | 148,837 | 2,401,103    |  | 6.20%   |
| Net Income                  | 111,393 | 13,155       |  | 846.77% |

Sales Taxes

| Month             | FY 12/13         | FY 13/14         | FY 14/15         | FY 15/16         | FY 16/17         | FY 17/18         | FY 18/19         | FY 19/20         | FY 20/21         | FY 21/22         |
|-------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| May               | 137,931          | 143,188          | 125,055          | 141,609          | 161,850          | 159,411          | 167,379          | 156,194          | 160,850          | 185,540          |
| June              | 168,284          | 162,596          | 153,553          | 170,308          | 178,006          | 186,494          | 194,753          | 187,952          | 183,798          |                  |
| July              | 175,701          | 173,657          | 178,983          | 170,734          | 181,943          | 201,320          | 200,041          | 205,572          | 198,797          |                  |
| August            | 191,865          | 191,196          | 200,051          | 200,031          | 224,385          | 219,629          | 227,783          | 232,110          | 209,005          |                  |
| September         | 190,899          | 186,097          | 188,547          | 193,484          | 211,186          | 224,268          | 218,236          | 220,524          | 233,289          |                  |
| October           | 180,797          | 184,425          | 190,872          | 204,424          | 209,930          | 215,328          | 211,089          | 262,349          | 221,535          |                  |
| November          | 179,526          | 186,229          | 181,445          | 198,880          | 206,205          | 208,760          | 215,922          | 227,334          | 202,764          |                  |
| December          | 165,188          | 170,530          | 188,055          | 212,286          | 212,435          | 219,639          | 196,081          | 214,284          | 236,916          |                  |
| January           | 181,865          | 174,037          | 179,846          | 204,437          | 207,123          | 221,599          | 221,276          | 243,184          | 208,079          |                  |
| February          | 161,047          | 149,669          | 160,774          | 170,190          | 201,075          | 206,836          | 196,714          | 186,495          | 199,411          |                  |
| March             | 168,154          | 210,506          | 187,865          | 194,219          | 190,934          | 196,530          | 181,590          | 203,051          | 203,477          |                  |
| April             | 147,189          | 151,678          | 141,054          | 149,630          | 167,837          | 180,413          | 170,866          | 193,930          | 211,072          |                  |
| <b>Total</b>      | <b>2,048,447</b> | <b>2,083,807</b> | <b>2,076,100</b> | <b>2,210,232</b> | <b>2,352,909</b> | <b>2,440,227</b> | <b>2,401,729</b> | <b>2,532,977</b> | <b>2,468,994</b> | <b>185,540</b>   |
| <b>% increase</b> | <b>3.43%</b>     | <b>1.73%</b>     | <b>-0.37%</b>    | <b>6.46%</b>     | <b>6.46%</b>     | <b>3.71%</b>     | <b>-1.58%</b>    | <b>5.46%</b>     | <b>-2.53%</b>    | <b>15.35%</b>    |
| <b>Budget</b>     | <b>1,975,000</b> | <b>2,010,000</b> | <b>2,075,000</b> | <b>2,115,000</b> | <b>2,205,000</b> | <b>2,400,000</b> | <b>2,425,000</b> | <b>2,460,000</b> | <b>2,575,000</b> | <b>3,400,000</b> |

# VENDOR WARRANT DETAIL

## BARTLETT VILLAGE TREASURER

[RETURN HOME](#)  
 [VENDOR SUMMARY](#)  
 [CONTRACT SEARCH](#)  
 [PAYMENTS SEARCH](#)  
 [PAYMENTS ISSUED](#)  
 [PENDING PAYMENTS](#)

**PAYMENTS NOTIFICATIONS**

➔ Return Back

Warrant/EFT#: EF 0020484

|                      |              |                       |          |
|----------------------|--------------|-----------------------|----------|
| <b>Fiscal Year</b>   | 2021         | <b>Issue Date</b>     | 05/06/21 |
| <b>Warrant Total</b> | \$185,540.46 | <b>Warrant Status</b> |          |

| Agency        | Contract | Invoice  | Voucher   | Agency Amount |
|---------------|----------|----------|-----------|---------------|
| 492 - REVENUE |          | A1904427 | 1A1904427 | \$185,540.46  |

IOC Accounting Line Details

| Fund | Agency | Organization | Appropriation | Object | Amount       | Appropriation Name             |
|------|--------|--------------|---------------|--------|--------------|--------------------------------|
| 0189 | 492    | 27           | 44910055      | 4491   | \$185,540.46 | DISTRIBUTE MUNI/CNTY SALES TAX |

Payment Voucher Description

| Line | Text  |
|------|---|
| 1    | IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 05/05/2021 |
| 2    | MUNICIPAL 1 % SHARE OF SALES TAX                          |
| 3    | LIAB MO: FEB. 2021 COLL MO: MAR. 2021 VCHR MO: MAY. 2021  |
| 4    | ?S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV   |
| 61   | MUNICIPAL 1 % SHARE OF SALES TAX                          |

MOTOR FUEL TAX

| Month                | FY 2012-13 | FY 2013-14 | FY 2014-15 | FY 2015-16 | FY 2016-17 | FY 2017-18 | FY 2018-19 | FY 2019-20 | FY 2020-21 | FY 2021-22 |
|----------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| May                  | 89,115     | 104,788    | 106,665    | 89,988     | 93,139     | 91,478     | 86,848     | 83,590     | 96,769     | 134,647    |
| June                 | 75,066     | 71,924     | 80,212     | 58,408     | 58,737     | 72,645     | 79,592     | 76,204     | 99,562     |            |
| July                 | 87,721     | 84,361     | 89,915     | 103,948    | 94,278     | 95,252     | 93,416     | 95,250     | 121,837    |            |
| August               | 87,924     | 99,063     | 61,056     | 100,154    | 89,533     | 89,970     | 90,079     | 137,033    | 142,172    |            |
| September            | 76,347     | 70,076     | 83,006     | 67,441     | 79,032     | 79,527     | 75,247     | 148,846    | 132,059    |            |
| October              | 83,510     | 90,026     | 89,337     | 87,626     | 91,489     | 91,053     | 98,725     | 136,575    | 130,305    |            |
| November             | 89,027     | 77,655     | 90,552     | 101,486    | 93,216     | 92,796     | 92,950     | 153,788    | 131,647    |            |
| December             | 85,014     | 103,117    | 103,771    | 93,002     | 97,757     | 91,055     | 89,502     | 180,890    | 136,795    |            |
| January              | 82,788     | 90,866     | 97,525     | 89,828     | 92,928     | 93,233     | 89,403     | 128,180    | 119,239    |            |
| February             | 70,348     | 83,687     | 74,031     | 90,531     | 88,602     | 80,765     | 81,313     | 126,802    | 112,605    |            |
| March                | 83,251     | 65,802     | 37,978     | 77,861     | 75,544     | 80,062     | 77,761     | 131,268    | 116,673    |            |
| April                | 70,866     | 75,969     | 95,841     | 93,782     | 90,224     | 94,326     | 91,212     | 122,218    | 135,751    |            |
| Subtotal             | 980,978    | 1,017,334  | 1,009,889  | 1,054,055  | 1,044,479  | 1,052,164  | 1,046,048  | 1,520,643  | 1,475,415  | 134,647    |
| Plus:                |            |            |            |            |            |            |            |            |            |            |
| High Growth          | 29,031     | 37,678     | 37,682     | 37,743     | 37,801     | 37,266     | 36,909     | 9,192      | 89,348     |            |
| Jobs Now             | 179,796    | 179,796    | 359,592    |            |            |            |            |            |            |            |
| Rebuild Illinois     |            |            |            |            |            |            |            |            |            |            |
| Total                | 1,189,805  | 1,234,808  | 1,407,163  | 1,091,798  | 1,082,280  | 1,089,430  | 1,082,957  | 1,529,835  | 2,922,648  | 452,628    |
| Budget               | 1,250,000  | 1,175,000  | 1,188,990  | 1,025,000  | 1,067,287  | 1,095,000  | 1,095,000  | 1,085,000  | 1,715,000  | 1,620,000  |
| Annual Inc in \$     |            |            |            |            |            |            |            |            |            |            |
| only MFT Allocations | -6.80%     | 3.71%      | -0.73%     | 4.37%      | -0.91%     | 0.74%      | -0.58%     | 45.37%     | -2.97%     | 39.14%     |



# Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

Bureau of Local Roads & Streets  
217-782-1662

Municipality Report

June 2, 2021

Bartlett

## MOTOR FUEL TAX ALLOTMENT AND TRANSACTIONS FOR MAY, 2021

|   |             |                       |
|---|-------------|-----------------------|
| Beginning Unobligated Balance             |             | <b>\$6,344,909.51</b> |
| Motor Fuel Tax Fund Allotment             | \$78,240.51 |                       |
| MFT Transportation Renewal Fund Allotment | \$56,406.75 |                       |
| Minus Amount Paid to State                | \$0.00      |                       |
| Net Motor Fuel Tax Allotment              |             | <b>\$134,647.26</b>   |
| Plus Credits Processed                    |             | \$452,628.22          |
| Minus Authorizations Processed            |             | \$0.00                |
| Current Unobligated Balance               |             | <b>\$6,932,184.99</b> |

### PROCESSED TRANSACTIONS:

#### CREDITS:

| Date      | Section | Category               | Memo  | Amount              |
|-----------|---------|------------------------|---|---------------------|
| 5/13/2021 |         | Supplemental Allotment | FY2021 Rebuild Illinois Bond Grant Installment #4 | \$452,628.22        |
|           |         |                        | <b>TOTAL</b>                                      | <b>\$452,628.22</b> |



*Proclamation  
National Night Out 2021  
Tuesday, August 3, 2021*

WHEREAS, the National Association of Town Watch (NATW) is sponsoring a unique, nationwide crime, drug and violence prevention program on Tuesday, August 3, 2021 entitled “National Night Out”; and

WHEREAS, the “38th Annual National Night Out” provides an exceptional opportunity for Bartlett, Illinois to join forces with thousands of other communities across the country in promoting cooperative, police-community crime prevention efforts; and

WHEREAS, the Village of Bartlett plays a vital role in assisting the Bartlett Police Department through joint crime, drug and violence prevention efforts in Bartlett, Illinois and is supporting “National Night Out 2021” locally; and

WHEREAS, it is essential all citizens of the Village of Bartlett be aware of the importance of crime prevention programs and understand the impact their participation can have on reducing crime, drugs and violence in Bartlett, Illinois; and

WHEREAS, police-community partnerships, neighborhood safety, awareness and cooperation are essential themes of the “National Night Out” program;

NOW, THEREFORE, I, VILLAGE PRESIDENT KEVIN WALLACE, do hereby call upon all citizens of Bartlett, Illinois to join the VILLAGE OF BARTLETT and the National Association of Town Watch in supporting the “38th Annual National Night Out” on Tuesday, August 3, 2021.

FURTHER, LET IT BE RESOLVED THAT I, VILLAGE PRESIDENT KEVIN WALLACE, do hereby proclaim Tuesday, August 3, 2021 as “NATIONAL NIGHT OUT” in Bartlett, Illinois.

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Village Clerk

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Village President





# Agenda Item Executive Summary

Item Name Le P'tit Resto Bar Tapas - Site Plan  
Amendment/Special Use Permits/Major Design  
Exception Committee or Board Board

## BUDGET IMPACT

|                |     |          |     |
|----------------|-----|----------|-----|
| Amount:        | N/A | Budgeted | N/A |
| List what fund | N/A |          |     |

## EXECUTIVE SUMMARY

The petitioner is requesting a **site plan amendment** for a tapas bar and lounge to be located in an existing 1,235 square-foot barn building on the Banbury Fair property.

**Special use permits** are also being requested to allow a restaurant to serve liquor, outdoor seating, live entertainment, and a PUD to allow two principal buildings on one zoning lot.

The petitioner is also requesting a **major design exception** to reduce the number of required parking spaces from 16 to 4.

The proposed restaurant would be located in the existing barn building on the south side of the property and would have 40 seats located inside and 62 seats located on the existing patio and lawn space.

The **Plan Commission and Zoning Board of Appeals** reviewed the petitioner's requests and conducted the required public hearing at a joint special meeting on July 1, 2021. The **Plan Commission** recommended **approval** of the requests subject to the conditions and findings of fact outlined in the staff report and the **Zoning Board of Appeals** recommended **approval** of the major design exception based upon the conditions and standards outlined in the staff report.

*As directed, this case is being forwarded to the Village Board for a final vote.*

## ATTACHMENTS (PLEASE LIST)

PDS memo, ordinance, minutes of the July 1, 2021 joint special meeting of the Plan Commission and Zoning Board of Appeals, applicant cover letter, application, location map, approved site plan, proposed site plan, floor plan, elevations, and downtown parking map

## ACTION REQUESTED

- For Discussion only
- Resolution
- Ordinance - Motion to approve Ordinance #2021-\_\_\_ An Ordinance Approving A Site Plan, Granting Special Use Permits And Granting A Major Design Exception For Le P'tit Resto Bar Tapas
- Motion

Staff: Roberta Grill, Planning and Development Services  
Director

Date: 7/12/2021

**PLANNING AND DEVELOPMENT SERVICES MEMORANDUM**  
**21-69**

DATE: July 2, 2021  
TO: Paula Schumacher, Village Administrator  
FROM: Roberta B. Grill, PDS Director *RBG*  
RE: **(#20-19) Le P'tit Resto Bar Tapas**

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**PETITIONER**

Rakesh Chopra

**SUBJECT SITE**

211 W Railroad Ave (Banbury Fair Building) and 215 W Railroad Ave (Barn—proposed restaurant)

**REQUEST**

**Site Plan Amendment**

**Special Uses**—for a restaurant to serve liquor, outdoor seating, live entertainment, and a PUD to allow two principal buildings on one zoning lot

**Major design exception**—to reduce the required number of parking spaces

*As directed, this case is being forwarded to the Village Board for a final vote.*

**SURROUNDING LAND USES**

| <b>Subject Site</b> | <b><u>Land Use</u></b><br><b>Commercial</b> | <b><u>Comprehensive Plan</u></b><br><b>Commercial</b> | <b><u>Zoning</u></b><br><b>B-1</b> |
|---------------------|---|---|------------------------------------|
| North               | Commuter Parking                            | Commercial  | B-1                                |
| South               | Residential                                 | Village Center Residential                            | SR-4                               |
| East                | Village Parking                             | Public  | P-1                                |
| West                | Commercial                                  | Commercial  | B-1                                |

**ZONING HISTORY**

This property falls within the original Village of Bartlett corporate limits (1891) and was zoned Business in 1941. As part of the comprehensive rezoning of the village in 1978, the property was zoned B-1 Village Center. The site plan for Banbury Fair, which widened the main driveway and proposed a possible through connection to Hickory Avenue, was approved on July 14, 1987. A site plan for an addition, adding first floor

retail space and 2 additional second floor rooms, was approved in 1989. Ordinance #2004-98 approved a site plan for an addition including first floor space as well as a second-floor apartment and a 17-foot variation for a wraparound porch. Ordinance #2012-41 granted a special use permit for a banquet facility to allow up to 6 outdoor banquets/events per year.

## **DISCUSSION**

1. The petitioner is requesting a **site plan amendment** for a tapas bar and lounge to be located in an existing 1,235 square-foot barn building on the Banbury Fair property.
2. **Special use permits** are also being requested to allow a restaurant to serve liquor, outdoor seating, live entertainment, and a PUD to allow two principal buildings on one zoning lot.
3. An addition is proposed on the west side of the barn that includes bathrooms, expands the kitchen area and provides additional seating. Water and sewer service connections would be extended to the barn for these improvements.
4. The building will be under 2,500 square feet; therefore, a fire sprinkler system is not required. However, a smoke alarm system will be required.
5. The proposed restaurant would have 40 seats located inside and 62 seats located on the existing patio and lawn space.
6. The petitioner is also requesting a **major design exception** to reduce the number of required parking spaces from 16 to 4. Two on-site spaces will be designated for the apartment above Banbury Fair and an additional on-site space will be ADA compliant. In accordance with the Downtown Bartlett Zoning Overlay, the proposed restaurant would require 8 parking spaces, 3 for the interior seating area and 5 for the exterior seating area. The existing retail store (Banbury Fair) would require 6 parking spaces, with an additional 2 spaces required for the apartment.
7. The adjacent public parking lot to the east of this property contains 25 parking spaces and 58 spaces are available in the commuter lot directly to the north of the site. The commuter parking spaces are free after 11 am and on weekends.
8. The existing fencing and landscaping would remain or be enhanced to provide screening to the properties to the south.
9. The outdoor dumpster enclosure would be screened by an existing shed structure and gate.

10. The restaurant would operate between the hours of 4:00 PM and 10:00 PM, 7 days a week.
11. Any amplifiers used for outdoor live entertainment must be approved through the amplifier permit process with the village.
12. A maximum of six (6) large outdoor live entertainment events may take place within a calendar year. These events may utilize the entire site including the lawn area east of the restaurant and may or may not use amplification.
13. Fencing for outdoor liquor service would be required.

### **RECOMMENDATIONS**

1. The staff recommends **approval** of the petitioner's requests for a site plan amendment and special use permits subject to the following conditions and findings of fact:
  - a. Building permits shall be required for all construction activities;
  - b. Village Engineer approval of the Engineering Plan;
  - c. The hours of operation shall be from 4:00 PM to 10:00 PM;
  - d. All outdoor events making use of amplification shall require an amplifier permit;
  - e. A maximum of six (6) large outdoor live entertainment events utilizing the site outside of the designated outdoor seating area shall take place within a calendar year;
  - f. Fencing shall be required around the outdoor seating area where alcohol will be consumed;
  - g. A smoke alarm system shall be required;
  - h. An occupancy permit shall not be issued until all building code issues have been satisfied, including the completion of the bathrooms at 215 W Railroad Ave.
  - i. Findings of Fact (Site Plan):
    - i. That the proposed restaurant is a permitted use in the B-1 Zoning District;
    - ii. That the proposed building, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses;
    - iii. That the vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient and convenient movement of traffic not only within the site but on adjacent roadways as well;
    - iv. That the site plan provides for the safe movement of pedestrians within the site;

- v. That there is a sufficient mixture of grass, trees, and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses. Any part of the site plan area not used for buildings, structures, parking or access ways shall be landscaped with a mixture of grass, trees and shrubs; (All landscape improvements shall be in compliance with Chapter 10-11A, Landscape Requirements.)
  - vi. That all outdoor storage areas are screened and are in accordance with standards specified by this Ordinance.
  - j. Findings of Fact (Special Use Permits):
    - i. The proposed Special Uses are desirable to provide a use which is in the interest of public convenience and will contribute to the general welfare of the community;
    - ii. That the proposed Special Uses will not under the circumstances of the particular case be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity;
    - iii. That the Special Uses shall conform to the regulations and conditions specified in the Bartlett Zoning Ordinance for such use and with the stipulations and conditions made a part of the authorization granted by the Village Board of Trustees.
2. The Zoning Board of Appeals reviewed the petitioner's request for a major design exception and conducted the requisite public hearing on July 1, 2021. The **Zoning Board of Appeals recommended approval** based upon the following conditions and standards:
- a. The exception fulfills the intent defined for this Article 10-9C of the zoning regulations. Refer to Sec. 10-9C-1.A.
  - b. The resulting development is consistent or compatible with the surrounding context or the vision defined in the village's comprehensive plan, the downtown TOD master plan, and/or other planning documents approved by the village.
  - c. The requested exception results in a development of equal or higher quality and durability of design.
  - d. The resulting development would not impede adjacent development from complying with the overlay district regulations.
  - e. The requested exception results from conditions that are unique to the subject development and would not establish a precedent that would prevent the board from reasonably denying a similar exception for similarly situated properties.

- f. And the following additional conditions and standards specifically related to parking:
  - i. The required motor vehicle parking ratios do not accurately reflect the actual day-to-day parking demand that can reasonably be anticipated for the proposed use;
  - ii. The allowed parking credits and reduction alternatives of this section are infeasible or do not apply; and
  - iii. The reduced parking ratios proposed are not likely to cause adverse impacts on traffic safety or on the general welfare of property owners and residents in the area.
3. The Plan Commission reviewed the petitioner's requests and conducted the requisite public hearing on July 1, 2021. **The Plan Commission recommended approval** of the site plan and the special use permits subject to the conditions and findings of fact recommended above by the staff.
4. The ordinance and exhibits, the minutes from the joint special meeting of the Plan Commission and Zoning Board of Appeals, and background information are attached for your reference.

dk/attachments

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ORDINANCE 2021 - \_\_\_\_\_

**AN ORDINANCE APPROVING A SITE PLAN, GRANTING SPECIAL USE PERMITS  
AND GRANTING A MAJOR DESIGN EXCEPTION FOR LE P'TIT RESTO BAR  
TAPAS**

---

**WHEREAS**, Bruce Suffern, on behalf of Banbury Fair Properties, Inc., (the "Owner") is the owner of the subject property, zoned B-1 (Village Center District), in the Village of Bartlett, and is located in the DT-O (Downtown Overlay District), and is legally described on **Exhibit A**, and is referred to herein as the "Subject Property"; and

**WHEREAS**, Rakesh Chopra (the "Petitioner"), has filed a petition (the "Petition") for a site plan approval, special use permits to allow (a) a restaurant to serve liquor, (b) outdoor seating, (c) live entertainment, and (d) a PUD to allow two principal buildings on one zoning lot (the "Special Use Permits"), and a major design exception to reduce the number of required parking spaces from 16 to 4 (the "Major Design Exception") on the Subject Property; and

**WHEREAS**, the Owner of the Subject Property has consented to the Petition of Rakesh Chopra; and

**WHEREAS**, the Bartlett Plan Commission reviewed the Petition with respect to the Site Plan and conducted the required public hearing with respect to the Special Use Permits on the Subject Property at the joint special meeting on July 1, 2021 (Case #20-19) and has recommended to the Corporate Authorities that the Site Plan be approved

and the Special Use Permits to allow (a) a restaurant to serve liquor, (b) outdoor seating, (c) live entertainment, and (d) a PUD to allow two principal buildings on one zoning lot be granted, subject to the conditions and findings of fact set forth in its report; and;

**WHEREAS**, the Bartlett Zoning Board of Appeals conducted a public hearing at the joint special meeting on July 1, 2021 with respect to the Petition for the Major Design Exception to reduce the number of required parking spaces from 16 to 4 and has recommended to the Corporate Authorities that the Major Design Exception be granted, subject to the findings of fact outlined in its report; and

**WHEREAS**, the Corporate Authorities have determined that it is in the public interest to approve of the Site Plan and grant the Special Use Permits recommended by the Plan Commission based on its findings of fact and conditions set forth in its report and in Sections One, Two, Three and Seven of this Ordinance; and

**WHEREAS**, the Corporate Authorities have determined that it is in the public interest to grant the Major Design Exception recommended by the Zoning Board of Appeals based on the findings of fact set forth in Section Five of this Ordinance;

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois (the "Corporate Authorities") as follows:

**SECTION ONE:** That based in part on the conditions set forth in Section Seven of this Ordinance, the Corporate Authorities do hereby make the following findings of fact with respect to the Site Plan (hereinafter defined):

- A. That the proposed restaurant is a permitted use in the B-1 Zoning District;
- B. That the proposed building, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses;
- C. That the vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient and convenient movement of traffic not only within the site but on adjacent roadways as well;
- D. That the site plan provides for the safe movement of pedestrians within the site;
- E. That there is a sufficient mixture of grass trees and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses. Any part of the site plan area not used for buildings, structures, parking or access ways shall be landscaped with a mixture of grass, trees and shrubs; (All landscape improvements shall be in compliance with Chapter 10-11A, Landscape Requirements.)
- F. That all outdoor storage areas are screened and are in accordance with standards specified by this Ordinance.

**SECTION TWO:** That the Architectural Site Plan prepared by Jakl Brandeis Architects LTD., dated May 13, 2021, (the "Preliminary Architectural Site Plan") attached hereto as **Exhibit B**; the Exterior Elevations, prepared by Jakl Brandeis Architects LTD., dated May 13, 2021 (the "Elevations") attached hereto as **Exhibit C**; the Floor Plan, prepared by Jakl Brandeis Architects LTD., dated May 13, 2021 (the "Floor Plan") attached hereto as **Exhibit D**; are expressly made a part of this Ordinance by this

reference and are collectively defined and referred to as the "Site Plan", are hereby approved, subject to the findings of fact and conditions set forth in Sections One, Two, Three and Seven of this Ordinance.

**SECTION THREE:** That based in part on the conditions set forth in Section Seven of this Ordinance, the Corporate Authorities do hereby make the following findings of fact pertaining to the Special Use Permits on the Subject Property:

- A. The proposed special uses are desirable to provide uses which are in the interest of public convenience and will contribute to the general welfare of the community;
- B. That the proposed special uses will not under the circumstances of the particular case be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity;
- C. That the special uses shall conform to the regulations and conditions specified in the Bartlett Zoning Ordinance for such use and with the stipulations and conditions made a part of the authorization granted by the Village Board of Trustees by the passage of this Ordinance.

**SECTION FOUR:** That the Special Use Permits to allow (a) a restaurant to serve liquor, (b) outdoor seating, (c) live entertainment, and (d) a PUD to allow two principal buildings on one zoning lot are hereby granted, subject to the findings of fact and the conditions set forth in Sections Three and Seven of this Ordinance.

**SECTION FIVE:** The Corporate Authorities do hereby make the following findings of fact pertaining to the Major Design Exception on the Subject Property based in part on the conditions set forth in Section Seven of this Ordinance:

- A. The exception fulfills the intent defined for this Article 10-9C of the zoning regulations. Refer to Sec. 10-9C-1.A.
- B. The resulting development is consistent or compatible with the surrounding context or the vision defined in the village's comprehensive plan, the downtown TOD master plan, and/or other planning documents approved by the village.
- C. The requested exception results in a development of equal or higher quality and durability of design.
- D. The resulting development would not impede adjacent development from complying with the overlay district regulations.
- E. The requested exception results from conditions that are unique to the subject development and would not establish a precedent that would prevent the board from reasonably denying a similar exception for similarly situated properties.
- F. And the following additional conditions and standards specifically related to parking:
  - i. The required motor vehicle parking ratios do not accurately reflect the actual day-to-day parking demand that can reasonably be anticipated for the proposed use;
  - ii. The allowed parking credits and reduction alternatives of this section are infeasible or do not apply; and
  - iii. The reduced parking ratios proposed are not likely to cause adverse impacts on traffic safety or on the general welfare of property owners and residents in the area.

**SECTION SIX:** That the Major Design Exception to reduce the number of required parking spaces from 16 to 4 is hereby granted subject to the findings of fact and conditions set forth in Sections Five and Seven of this Ordinance.

**SECTION SEVEN:** The Site Plan approved in Section Two, the Special Use Permit granted in Section Four and the Major Design Exception granted in Section Six of this Ordinance, are based upon and are hereby made contingent upon the satisfaction of the following conditions:

- A. Building permits shall be required for all construction activities including, but not limited to, tank removal, demolition and new construction;
- B. Staff approval of the Landscape and Sign Plans;
- C. Village Engineer approval of the Engineering Plans;
- D. The restaurant shall not be in operation outside of the hours of 4:00 PM and 10:00 PM;
- E. All outdoor events making use of amplification shall require an amplifier permit;
- F. A maximum of six (6) large outdoor live entertainment events utilizing the site outside of the designated outdoor seating area shall take place within a calendar year;
- G. Fencing shall be required around the outdoor seating area where alcohol will be consumed;
- H. A smoke alarm system shall be required;
- I. An occupancy permit shall not be issued until all building code issues have been satisfied, including the completion of the bathrooms at 215 W Railroad Ave;
- J. Signage shall be reviewed and approved separately by the Planning and Development Services Department in accordance with the Sign Ordinance;

**SECTION EIGHT:** The violation of any of the above conditions shall be cause for the revocation of the approval of the Site Plan, and the granting of the Special Use Permits and the Major Design Exception approved by this Ordinance.

**SECTION NINE: SEVERABILITY.** The various provisions of this Ordinance are to be considered as severable, and if any Court of competent jurisdiction shall hold any part or portion of this Ordinance invalid, such decision shall not affect the validity of the remaining provisions of this Ordinance.

**SECTION TEN: REPEAL OF PRIOR ORDINANCES.** All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

**SECTION ELEVEN: EFFECTIVE DATE.** This Ordinance shall be in full force and effect after its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED this 20<sup>th</sup> day of July, 2021

APPROVED this 20<sup>th</sup> day of July, 2021

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**Kevin Wallace, Village President**

**ATTEST:**

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**Lorna Giless, Village Clerk**

## CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2021- \_\_\_\_\_ enacted on July 20, 2021 and approved on July 20, 2021, as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
Lorna Giles, Village Clerk

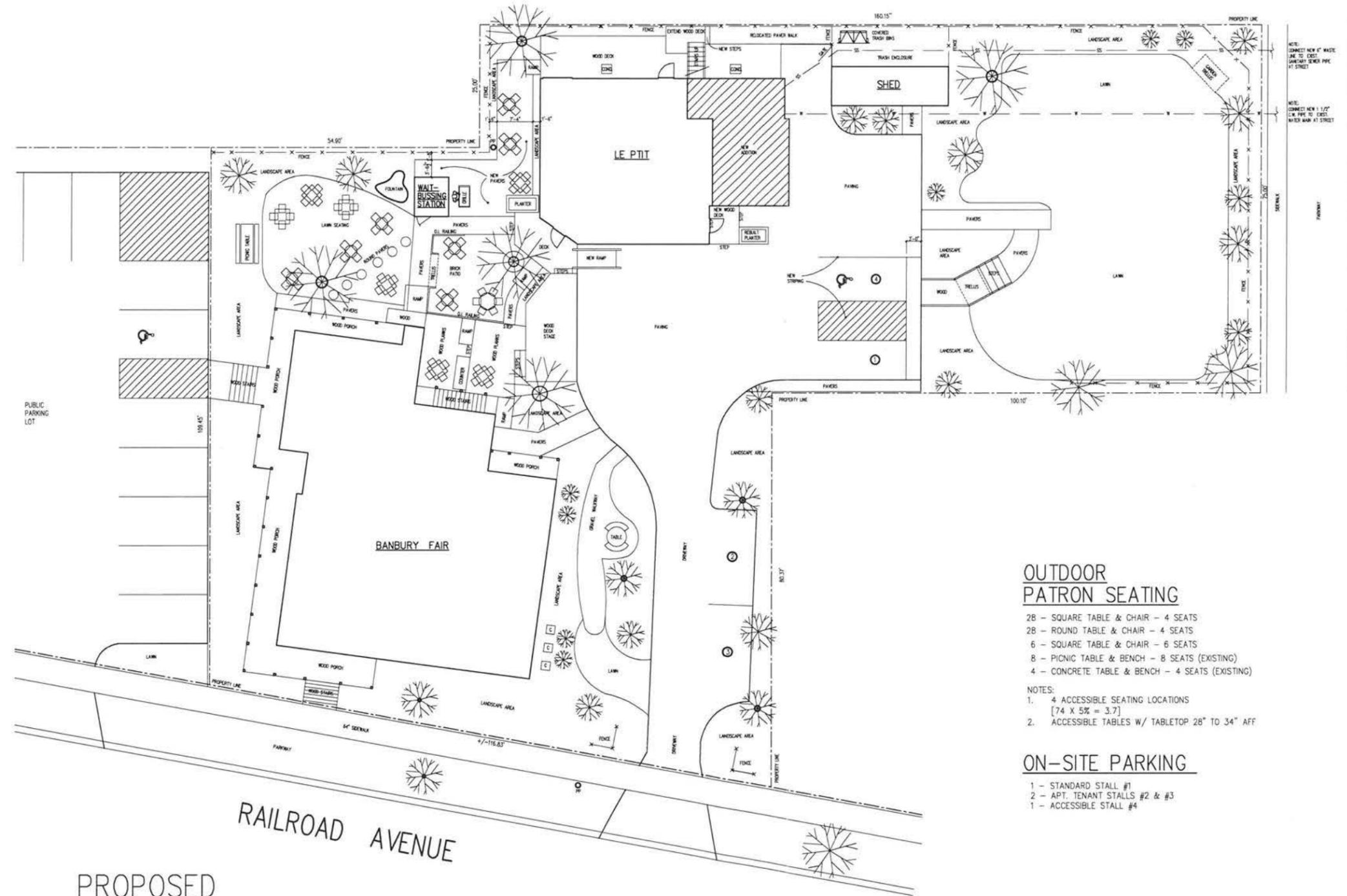
## **Exhibit A**

### **Legal Description of the Property**

PARCEL 1: (EXCEPT THAT PART OF LOT 1 LYING EAST OF A STRAIGHT LINE DRAWN IN A POINT IN THE NORTHERLY LINE OF SAID LOT 1 THAT IS 106.5 FEET WESTERLY MEASURED ALONG THE NORTHERLY LINE FROM THE NORTHEAST CORNER OF SAID LOT TO A POINT IN THE SOUTH LINE OF SAID LOT THAT IS 105.1 FEET WEST MEASURED ALONG SAID SOUTH LINE FROM THE SOUTHEAST CORNER OF SAID LOT) IN BLOCK 5, IN BARTLETT'S SUBDIVISION OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: ALL OF LOTS 12, 13 AND 14 (EXCEPT THE WEST 100 FEET OF SAID LOTS 13 AND 14) IN BLOCK 5 IN BARTLETT'S SUBDIVISION A SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: LOT 11 (EXCEPT THE SOUTH 25.0 FEET THEREOF) IN BLOCK 5 IN BARTLETT'S SUBDIVISION A SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



HICKORY AVENUE

RAILROAD AVENUE



**PROPOSED  
ARCHITECTURAL SITE PLAN**  
SCALE: 3/32" = 1'-0"

**OUTDOOR  
PATRON SEATING**

- 28 - SQUARE TABLE & CHAIR - 4 SEATS
- 28 - ROUND TABLE & CHAIR - 4 SEATS
- 6 - SQUARE TABLE & CHAIR - 6 SEATS
- 8 - PICNIC TABLE & BENCH - 8 SEATS (EXISTING)
- 4 - CONCRETE TABLE & BENCH - 4 SEATS (EXISTING)

**NOTES:**

1. 4 ACCESSIBLE SEATING LOCATIONS  
[74 X 5% = 3.7]
2. ACCESSIBLE TABLES W/ TABLETOP 28" TO 34" AFF

**ON-SITE PARKING**

- 1 - STANDARD STALL #1
- 2 - APT. TENANT STALLS #2 & #3
- 1 - ACCESSIBLE STALL #4

NOTE: CONNECT NEW 4" WASTE LINE TO EXIST. SANITARY SEWER PIPE AT STREET

NOTE: CONNECT NEW 1 1/2" C.W. PIPE TO EXIST. WATER MAIN AT STREET

**JAKL BRANDEIS ARCHITECTS LTD.**  
1800 WEST HAWTHORNE LANE  
WEST CHICAGO, ILLINOIS 60185

PH. (630) 562-3900 FAX (630) 562-2570

|                   |          |
|-------------------|----------|
| ISSUE             | DATE     |
| ZONING SUBMISSION | 05-13-21 |
|                   |          |
|                   |          |

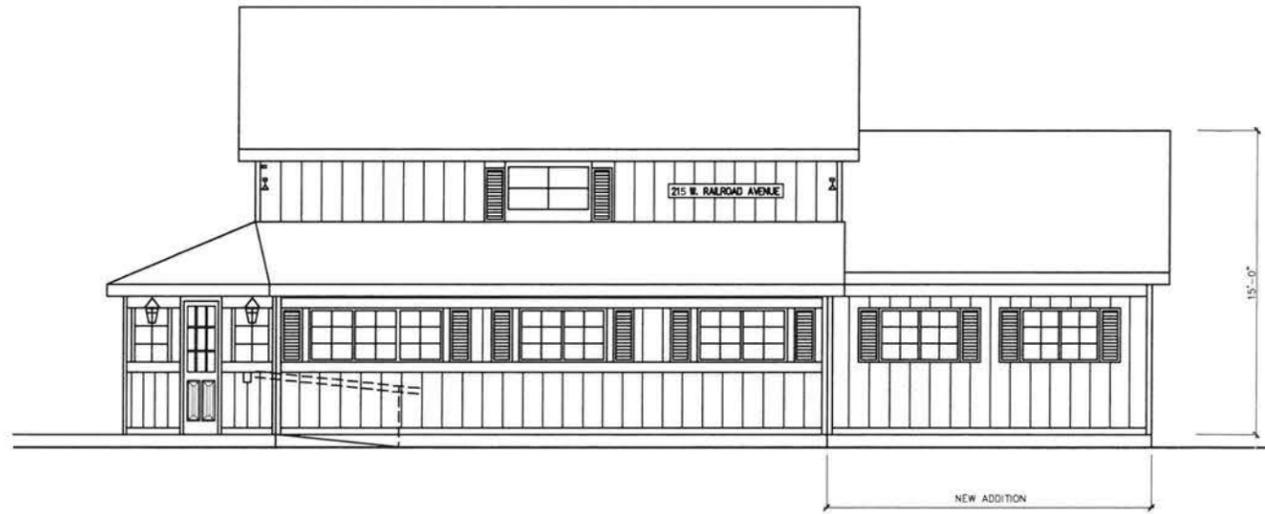
NEW WINE LOUNGE IN EXISTING BUILDING  
**LE PETIT RESTO BAR TAPAS**  
215 W. RAILROAD AVENUE  
BARTLETT, ILLINOIS  
ARCHITECTURAL SITE PLAN - PROPOSED

**JAKL BRANDEIS ARCHITECTS LTD.**

1800 WEST HAWTHORNE LANE  
WEST CHICAGO, ILLINOIS 60185  
PH: (630) 562-3900 FAX (630) 562-2570

|                   |          |
|-------------------|----------|
| ISSUE             | DATE     |
| ZONING SUBMISSION | 05-13-21 |
|                   |          |
|                   |          |

NEW WINE LOUNGE IN EXISTING BUILDING  
**LE PITT RESTO BAR TAPAS**  
215 W. RAILROAD AVENUE  
BARTLETT, ILLINOIS  
**EXTERIOR ELEVATIONS**



NORTH ELEVATION

SCALE: 1/4"=1'-0"



EAST ELEVATION

SCALE: 1/4"=1'-0"



SOUTH ELEVATION

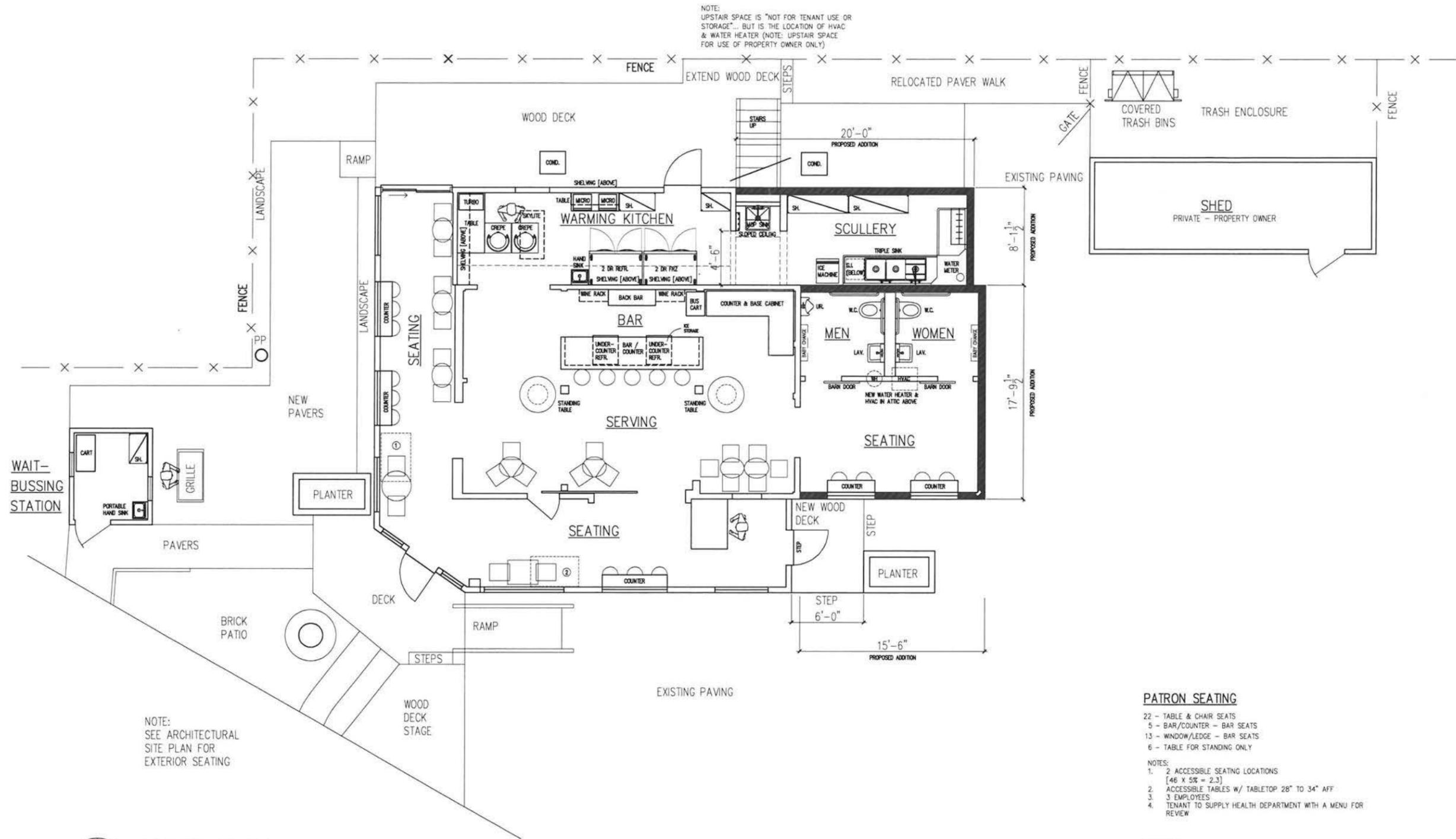
SCALE: 1/4"=1'-0"



WEST ELEVATION

SCALE: 1/4"=1'-0"

NOTE:  
NEW ADDITION TO RECEIVE  
WOOD SIDING, WOOD TRIM,  
WINDOWS AND SHINGLES TO  
MATCH EXISTING



NOTE:  
UPSTAIR SPACE IS "NOT FOR TENANT USE OR STORAGE"... BUT IS THE LOCATION OF HVAC & WATER HEATER (NOTE: UPSTAIR SPACE FOR USE OF PROPERTY OWNER ONLY)

NOTE:  
SEE ARCHITECTURAL SITE PLAN FOR EXTERIOR SEATING



**FLOOR PLAN**  
SCALE: 1/4"=1'-0"

**PATRON SEATING**

- 22 - TABLE & CHAIR SEATS
- 5 - BAR/COUNTER - BAR SEATS
- 13 - WINDOW/LEDGE - BAR SEATS
- 6 - TABLE FOR STANDING ONLY

NOTES:

1. 2 ACCESSIBLE SEATING LOCATIONS [46 X 58" = 2.3]
2. ACCESSIBLE TABLES W/ TABLETOP 28" TO 34" AFF
3. 3 EMPLOYEES
4. TENANT TO SUPPLY HEALTH DEPARTMENT WITH A MENU FOR REVIEW

**LEGEND**

- EXISTING WALLS
- NEW WALLS

**JAKL BRANDEIS ARCHITECTS LTD.**  
1800 WEST HAWTHORNE LANE  
WEST CHICAGO, ILLINOIS 60185  
PH. (630) 562-3900 FAX (630) 562-2570

| ISSUE             | DATE     |
|-------------------|----------|
| ZONING SUBMISSION | 05-13-21 |
|                   |          |
|                   |          |
|                   |          |

NEW WINE LOUNGE IN EXISTING BUILDING  
**LE PTTI RESTO BAR TAPAS**  
215 W. RAILROAD AVENUE  
BARTLETT, ILLINOIS  
FLOOR PLAN



**Village of Bartlett**  
**Joint Special Meeting of the Zoning Board of Appeals and Plan Commission Minutes**  
**July 1, 2021**

---

**Case (#20-19) Le P'Tit Resto Bar Tapas**  
**Site Plan Amendment**

**Special Uses**—for a restaurant to serve liquor, outdoor seating, live entertainment, and a PUD to allow two principal buildings on one zoning lot

**Major Design Exception**—to reduce the required number of parking spaces

**PUBLIC HEARING**

**The following exhibits were presented:**

**Exhibit A – Picture of Sign**

**Exhibit B – Mail Affidavit**

**Exhibit C – Notification of Publication**

**C. Deveaux** I will recuse myself since I am good friends with the petitioners (7:06 pm).

**D. Kamperschroer** this property falls within the original Village of Bartlett corporate limits (1891) and was zoned Business in 1941. As part of the comprehensive rezoning of the village in 1978, the property was zoned B-1 Village Center District. The site plan for Banbury Fair, which widened the main driveway and proposed a possible through connection to Hickory Avenue was approved in July 1987. A site plan for an addition, adding first floor retail space and 2 additional second floor rooms, was approved in 1989. Ordinance #2004-98 approved a site plan for an addition including first floor space as well as a second-floor apartment and a 17-foot variation for a wraparound porch. Ordinance #2012-41 granted a special use permit for a banquet facility to allow up to 6 outdoor banquets/events per year. The petitioner is requesting a site plan amendment for a tapas bar and lounge to be located in an existing 1,235 square-foot barn building on the Banbury Fair property. They are also requesting special use permits to allow a restaurant to serve liquor, outdoor seating, live entertainment, and a PUD to allow 2 principal buildings on 1 zoning lot. An addition is proposed on the west side of the barn that includes bathrooms, expands the kitchen area and provides additional seating. Water and sewer service connections would be extended to the barn for these improvements. The building will be under 2,500 square feet; therefore, a fire sprinkler system is not required. However, a smoke alarm system will be required. The proposed restaurant would have 40 seats located inside and 62 seats located on the existing patio and lawn space. The petitioner is also requesting a major design exception to reduce the number of required parking spaces from 16 to 4. Two on-site spaces will be designated for the apartment above Banbury Fair and an additional on-site space will be ADA compliant. In accordance with the Downtown Zoning Overlay, the proposed restaurant would require 8 parking spaces, 3 for the interior seating area and 5 for the exterior seating area. The existing retail store would require 6 parking spaces, with an additional 2 spaces required for the apartment. The Downtown Overlay allows for on-street spaces located on an abutting street to be counted as a credit towards the parking requirement. Staff has not applied that credit as the spaces in the commuter lot directly across the street require a fee before 11 am. However, the adjacent public parking lot east of the property contains 25 parking spaces and 58 spaces are available in the commuter lot directly to the north of the site. The commuter parking spaces are free after 11 am and on weekends. The existing fencing and landscaping would remain or be enhanced to provide screening to the properties to the south. The outdoor dumpster enclosure would be screened by an existing shed structure and gate. The restaurant would operate between the hours of 4:00 PM and 10:00 PM, 7 days a week. Any amplifiers used for outdoor live



**Village of Bartlett**  
**Joint Special Meeting of the Zoning Board of Appeals and Plan Commission Minutes**  
**July 1, 2021**

---

entertainment must be approved through the amplifier permit process with the village. A maximum of 6 large outdoor live entertainment events may take place within a calendar year. These events may utilize the entire site including the lawn area west of the restaurant and may or may not use amplification. Fencing for outdoor liquor service would be required. Staff recommends approval of the petitioner's requests for a Site Plan Amendment and the Special Use Permits subject to the conditions and findings of fact outlined in the staff report. Also, in accordance with the Downtown Overlay District major design exceptions and variations are allowed by article 10-9C-1.A subject to the conditions and standards detailed in the addendum to the staff report.

**M. Werden** when do you hope to have operations begin? The petitioners **Rakesh Chopra** and **Bruce Suffern** came forward and were sworn in by **M. Werden**. **R. Chopra** we will be operational after the bathrooms are done next year. **M. Werden** will there be extensive rehabbing on the barn and will it have the same look? **B. Suffern** the interior of the barn is being extensively remodeled. We just finishing putting in new doors and windows. All of the electric is going to be new. We have worked with the fire district on the design of the fire alarm system for the barn. The major challenge will be tearing down what we call the cottage, which is the building on the side of the barn. That will be torn down and a new structure will be built there to house the bathrooms and it will be connected to the back of the barn where the prep kitchen will be. We are going to great lengths to preserve the character of the barn. The barn has been a commercial property for 30 years and has successfully attracted people because of its unique appearance and charm. We are going to great lengths to preserve that and also doing the necessary upgrades to make it safe and attractive. **B. Bucaro** regarding the parking variance, I view this as very similar to More Brewing and 120 Live in the downtown area. Spaces are available and it is not uncommon in other villages to have to walk a block or two and as demonstrated with the parking in the Metra lots and other small village lots. I think that suffices and I do not have an issue with the parking.

**M. Werden** opened the public hearing portion of the meeting.

**Terry Hogan** of 350 Wayne Court stated that he supports Bruce as well as Banbury Fair and their efforts to get this accomplished. They have very nice shops and this is very nice for the neighborhood. When I saw what they were doing I was very excited. I just wanted to say that I am here to support them and I hope that the Board will approve this so that we can have more shopping and dining opportunities. **Matthew Newman** of 310 S. Hickory Avenue stated I am pretty close to this property and I am excited about it. I am a little worried about noise. **D. Kamperschroer** stated each amplifier permit application would need to go through a staff permitting process. **M. Newman** I am 4 or 5 houses down and I have a baby on the way so it is a concern. I cannot see people using the parking across the street because it is across the tracks and you have to go to the next street over. There are already people parking on the street, across the street. I would like you to consider the parking and the noise.

**M. Werden** asked if there were any further questions. No one came forward.

**M. Werden** closed the public hearing portion of the meeting.



Village of Bartlett  
Joint Special Meeting of the Zoning Board of Appeals and Plan Commission Minutes  
July 1, 2021

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**M. Hopkins** made a motion to pass along **a positive recommendation** to the Village Board to approve case **(#20-19) Le P'Tif Resto Bar Tapas** for a Site Plan Amendment and Special Use Permits subject to the conditions and findings of fact outlined in the staff report.

**Motioned by: M. Hopkins**  
**Seconded by: A. Hopkins**

**Roll Call**

**Ayes: A. Hopkins, M. Hopkins, J. Miaso, J. Kallas, J. Lemberg**  
**Nays: None**

**The motion carried.**

**G. Koziol** made a motion to pass along **a positive recommendation** to the Village Board to approve case **(#20-19) Le P'Tif Resto Bar Tapas** for a major design exception to reduce the required number of parking spaces subject to the conditions and findings of fact outlined in the staff report.

**Motioned by: G. Koziol**  
**Seconded by: M. Sarwas**

**Roll Call**

**Ayes: G. Koziol, B. Bucaro, J. Banno, M. Sarwas, and M. Werden**  
**Nays: None**

**The motion carried.**

**C. Deveaux** returned to the meeting (7:25 pm).

From: Rakesh Chopra

d^licious Fusion Tapas Lounge

124 Bartlett Plaza, Bartlett, IL 60103

To:

Village President and Board of Trustees

Village of Bartlett,

Bartlett, IL 60103

RECEIVED  
PLANNING & DEVELOPMENT

MAY 28 2021

VILLAGE OF  
BARTLETT

Subject: Request to build a New Resto, Wine Tapas Lounge "Le P'tit" concept

By remodelling THE BARN at Banbury Fair, Bartlett, IL 60103

Dear Village President and Board of Trustees,

Thank you for taking the time to hear this new proposal regarding our new Eclectic and unique Concept in a historical location of Bartlett. In the past many years of our Restaurant experience, Village of Bartlett has enthusiastically supported many our different restaurant concepts, from Sansaveria to Tipsi Monkey to d^licious Crepes and Roti and now presently in operation d^licious Fusion Tapas Lounge. The new Concept of Le P'tit is an extremely unique concept which we feel would bring folks not only from Bartlett to enjoy, but from the surrounding suburbs as well. The Goal is to be well known and be recognized in the Restaurant magazines with an award-winning venue. This concept will feature the following:

- SHOW CASE MAKING OF SWEET CREPES WITH EUROPEAN LIQUORS DRIZZLED ON TOP, SELF HELPED
- WINES FROM AROUND THE WORLD WITH WINE TASTING STATIONS WITH TAPAS MADE TO ORDER.
- OPEN FROM 4 PM UNTIL 9 OR 10 PM DAILY
- SOFT LIVE JAZZ VENUES, AT LEAST COUPLE TIMES A MONTH
- OPEN AIR GRILLING DURING WARM WEATHER MONTHS, ALL YOU CAN EAT FROM GRILL TO PLATE
- SOFT LIGHTING AND SOFT MUSIC IN BACKGROUND DURING BUSINESS HOURS TO COMPLIMENT THE SETTINGS.

Village staff has reviewed our concept and have been extremely supportive with tremendous enthusiasm. We feel it could be a very popular attraction for Bartlett. Hope to get your approval soon to embark on this new amazing concept.

Thank you again for your time,

Regards

Rakesh Chopra



# VILLAGE OF BARTLETT DEVELOPMENT APPLICATION

For Office Use Only  
 Case # 2020-19  
 RECEIVED  
 PLANNING & DEVELOPMENT  
 DEC 30 2020  
 VILLAGE OF  
 BARTLETT

PROJECT NAME LeP'tit RESTO BAR TAPAS

### PETITIONER INFORMATION (PRIMARY CONTACT)

Name: RAKESH CHOPRA

Street Address: 211 W. RAILROAD

City, State: BARTLETT, IL. 60103

Zip Code: 60103

Email Address: RAKESH@DLICIOUSINC.COM

Phone Number: 808 364 9708 (cell)

Preferred Method to be contacted: See Dropdown

### PROPERTY OWNER INFORMATION

Name: BRUCE SUFFERN

Street Address: 211 W RAILROAD AVE

City, State: BARTLETT, IL

Zip Code: 60103

Phone Number: 630-363-8606

OWNER'S SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_  
(OWNER'S SIGNATURE IS REQUIRED or A LETTER AUTHORIZING THE PETITION SUBMITTAL.)

### ACTION REQUESTED (Please check all that apply)

- Annexation
  - PUD (preliminary)
  - PUD (final)
  - Subdivision (preliminary)
  - Subdivision (final)
  - Site Plan (please describe use: commercial, industrial, square footage): \_\_\_\_\_
  - Unified Business Center Sign Plan
  - Other (please describe) \_\_\_\_\_
- Text Amendment
  - Rezoning See Dropdown to See Dropdown
  - Special Use for: TAPAS AND LOUNGE BAR
  - Variation: \_\_\_\_\_

**SIGN PLAN REQUIRED?** See Dropdown

(Note: A Unified Business Center Sign Plan is required for four or more individual offices or businesses sharing a common building entrance or private parking lot.)

**PROPERTY INFORMATION**

Common Address/General Location of Property: 211 W RAILROAD AVE., BARTLETT, IL 601

Property Index Number ("Tax PIN"/"Parcel ID"): \_\_\_\_\_

Zoning: Existing: See Dropdown  
(Refer to Official Zoning Map)

Land Use: Existing: See Dropdown

Proposed: See Dropdown

Proposed: See Dropdown

Comprehensive Plan Designation for this Property: See Dropdown  
(Refer to Future Land Use Map)

Acreage: \_\_\_\_\_

**For PUD's and Subdivisions:**

No. of Lots/Units: \_\_\_\_\_

Minimum Lot: Area \_\_\_\_\_ Width \_\_\_\_\_ Depth \_\_\_\_\_

Average Lot: Area \_\_\_\_\_ Width \_\_\_\_\_ Depth \_\_\_\_\_

**APPLICANT'S EXPERTS** (If applicable, including name, address, phone and email)

Attorney N/A

Engineer N/A

Other N/A

**FINDINGS OF FACT (Standards)**

The Village of Bartlett Zoning Ordinance requires that certain findings of fact, or standards, must be met before a special use permit, variation, site plan or planned unit development may be granted. Each application for a hearing before the Plan Commission or Zoning Board of Appeals for a special use, variation, site plan or planned unit development must address the required findings of fact for each particular request. The petitioner should be aware that he or she must present specific testimony at the hearing with regards to the findings. **(On the following pages are the findings of fact, or standards, to be met. Please respond to each standard, in writing, as it relates to the case.)**

**\*\*PLEASE FILL OUT THE FOLLOWING FINDINGS OF FACT AS THEY  
RELATE TO YOUR PETITION\*\***

Findings of Fact for **Site Plans**: Pages 4-5

Findings of Fact for **Planned Unit Developments**: Pages 6-9

Findings of Fact for **Special Uses**: Page 10

Findings of Fact for **Variations**: Pages 11-12

## FINDINGS OF FACT FOR SITE PLANS

Both the Plan Commission and Village Board must decide if the requested Site Plan meets the standards established by the Village of Bartlett Zoning Ordinance.

The Plan Commission shall make findings based upon evidence presented on the following standards: (Please respond to each of these standards in writing below as it relates to your case. It is important that you write legibly or type your responses as this application will be included with the staff report for the Plan Commission and Village Board to review.)

1. The proposed use is a permitted use in the district in which the property is located.

WINE BAR & RESTAURANT.

2. The proposed arrangement of buildings, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses.

Yes.

PROPERTY HAS BEEN USED COMMERCIALY IN THE PAST.

3. The vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient and convenient movement of traffic not only within the site but on adjacent roadways as well.

Yes.

Same as in #2 above

4. The site plan provides for the safe movement of pedestrians within the site.

Yes.  
Same as in #2

5. There is sufficient mixture of grass, trees and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses and will provide a pleasing appearance to the public. Any part of the site plan area not used for buildings, structures, parking or accessways shall be landscaped with a mixture of grass, trees and shrubs. (All landscape improvements shall be in compliance with Chapter 10-11A, Landscape Requirements)

Yes. WILL BE ADHERED  
"SAFETY RECORD HAS BEEN 100%  
IN THE PAST"

6. All outdoor storage areas are screened and are in accordance with standards specified by this Ordinance.

Yes - EXISTING FENCING

**FINDINGS OF FACT FOR PLANNED UNIT DEVELOPMENTS**

Both the Plan Commission and Village Board must decide if the requested Planned Unit Development meets the standards established by the Village of Bartlett Zoning Ordinance.

The Plan Commission shall make findings based upon evidence presented on the following standards: **(Please respond to each of these standards in writing below as it relates to your case. It is important that you write legibly or type your responses as this application will be included with the staff report for the Plan Commission and Village Board to review.)**

- 1. The proposed Planned Unit Development is desirable to provide a mix of uses which are in the interest of public convenience and will contribute to the general welfare of the community.

WE ARE BRINGING A UNIQUE RESTAURANT  
CONCEPT IN DOWNTOWN BARTLETT

- 2. The Planned Unit Development will not under the circumstances of the particular case be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity.

IT WILL NOT BE DETRIMENTAL TO HEALTH  
AND SAFETY, MORALS, OR GENERAL WELFARE OF  
PERSONS RESIDING OR WORKING IN THE VICINITY.

- 3. The Planned Unit Development shall conform to the regulations and conditions specified in the Title for such use and with the stipulation and conditions made a part of the authorization granted by the Village Board of Trustees.

Yes

4. The proposed uses conform to the Comprehensive Plan and the general planning policies of the Village for this parcel.

Yes - BUSINESS DISTRICT.

5. Each of the proposed uses is a permitted or special use in the district or districts in which the Planned Unit Development would be located.

Yes

6. The Planned Unit Development is designed, located and proposed to be operated and maintained so that the public health, safety and welfare will not be endangered or detrimentally affected.

Yes

7. It shall not substantially lessen or impede the suitability for permitted use and development of, or be injurious to the use and enjoyment of, or substantially diminish or impair the value of, or be incompatible with, other property in the immediate vicinity.

IT WILL NOT

8. Impact donations shall be paid to the Village in accordance with all applicable Village ordinances in effect at the time of approval.

Yes

9. The plans provide adequate utilities, drainage and other necessary facilities.

Yes

10. The plans provide adequate parking and ingress and egress and are so designed as to minimize traffic congestion and hazards in the public streets.

Yes - Applying for VARIATIONS

11. The plans have adequate site area, which area may be greater than the minimum in the district in which the proposed site is located, and other buffering features to protect uses within the development and on surrounding properties.

Yes

12. There is reasonable assurance that, if authorized, the PUD will be completed according to schedule and adequately maintained.

yes

## FINDINGS OF FACT FOR SPECIAL USES

Both the Plan Commission and Village Board must decide if the requested Special Use meets the standards established by the Village of Bartlett Zoning Ordinance.

The Plan Commission shall make findings based upon evidence presented on the following standards: (Please respond to each of these standards in writing below as it relates to your case. It is important that you write legibly or type your responses as this application will be included with the staff report for the Plan Commission and Village Board to review.)

1. That the proposed use at that particular location requested is necessary or desirable to provide a service or a facility which is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community.

BARN - WHICH IS LOCATED AT BANBURY FAIR IS A PERFECT LOCATION FOR A WINE & TAPAS CONCEPT. DELICIOUS PLANS TO ATTRACT CUSTOMERS WHO SEEK THIS KIND OF CONCEPT AT OTHER POSH SUBURBS - NAPERVILLE, SAINT CHARLES, SOUTH BARRINGTON and more... A DEFINITE FEATHER IN THE CAP FOR BARTLETT.

2. That such use will not under the circumstances of the particular case be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity.

NOT AT ALL. AS A MATTER OF FACT PEOPLE WILL BE PROUD TO INTRODUCE THIS TO THEIR FRIENDS & FAMILY MEMBERS.

3. That the special use shall conform to the regulations and conditions specified in this Title for such use and with the stipulation and conditions made a part of the authorization granted by the Village Board of Trustees.

Yes. AS DIRECTED BY THE VILLAGE RULES & REGULATIONS

## FINDINGS OF FACT FOR VARIATIONS

Both the Zoning Board of Appeals and the Village Board must decide if the requested variation is in harmony with the general purpose and intent of the Zoning Ordinance and if there is a practical difficulty or hardship in carrying out the strict letter of the regulations of the Zoning Ordinance.

The Zoning Board of Appeals shall make findings based upon evidence presented on the following standards: **(Please respond to each of these standards in writing below as it relates to your case. It is important that you write legibly or type your responses as this application will be included with the staff report for the ZBA and Village Board to review.)**

1. That the particular physical surroundings, shape or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.

DUE TO UNIQUE LOT, WE ARE RETROFITTING  
THE BUILDING — SO, THE HARSHIP IS EXPERIENCED

2. That conditions upon which the petition for a variation is based are unique to the property for which the variation is sought and are not applicable, generally, to other property within the same zoning classifications.

DUE TO THE SHAPE & EXISTANCE OF THE BUILDING  
IT IS UNIQUE TO THIS SITUATION

3. That the purpose of the variation is not based exclusively upon a desire to make more money out of the property.

THIS HAS NOTHING TO DO WITH INCREASE  
OF PROPERTY VALUE

4. That the alleged difficulty or hardship is caused by the provisions of this Title and has not been created by any person presently having an interest in the property.

No.

5. That the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhoods in which the property is located.

No.

6. That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the adjacent neighborhood.

No.

7. That the granting of the variance requested will not confer on the applicant any special privilege that is denied by the provisions of this Title to other lands, structures or buildings in the same district.

No.

**ACKNOWLEDGEMENT**

I understand that by signing this form, that the property in question may be visited by village staff and Board/Commission members throughout the petition process and that the petitioner listed above will be the primary contact for all correspondence issued by the village.

I certify that the information and exhibits submitted are true and correct to the best of my knowledge and that I am to file this application and act on behalf of the above signatures.

Any late, incomplete or non-conforming application submittal will not be processed until ALL materials and fees have been submitted.

SIGNATURE OF PETITIONER: Rakesh Chopra

PRINT NAME: RAKESH CHOPRA

DATE: 12/21/20

**REIMBURSEMENT OF CONSULTANT FEES AGREEMENT**

The undersigned hereby acknowledges his/her obligation to reimburse the Village of Bartlett for all necessary and reasonable expenses incurred by the Village for review and processing of the application. Further, the undersigned acknowledges that he/she understands that these expenses will be billed on an ongoing basis as they are incurred and will be due within thirty days. All reviews of the petition will be discontinued if the expenses have not been paid within that period. Such expenses may include, but are not limited to: attorney's fees, engineer fees, public advertising expenses, and recording fees. Please complete the information below and sign.

NAME OF PERSON TO BE BILLED: RAKESH CHOPRA

ADDRESS: 124 BARTLETT PLAZA  
BARTLETT, IL 60103

PHONE NUMBER: 808 364 9708

EMAIL: RAKESH@DLICIOUSINC.COM

SIGNATURE: Rakesh Chopra

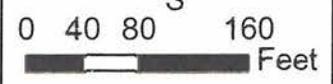
DATE: 12/21/20 12/21/20



# Location Map

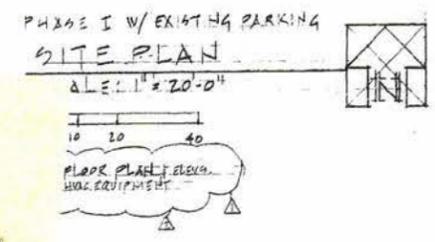
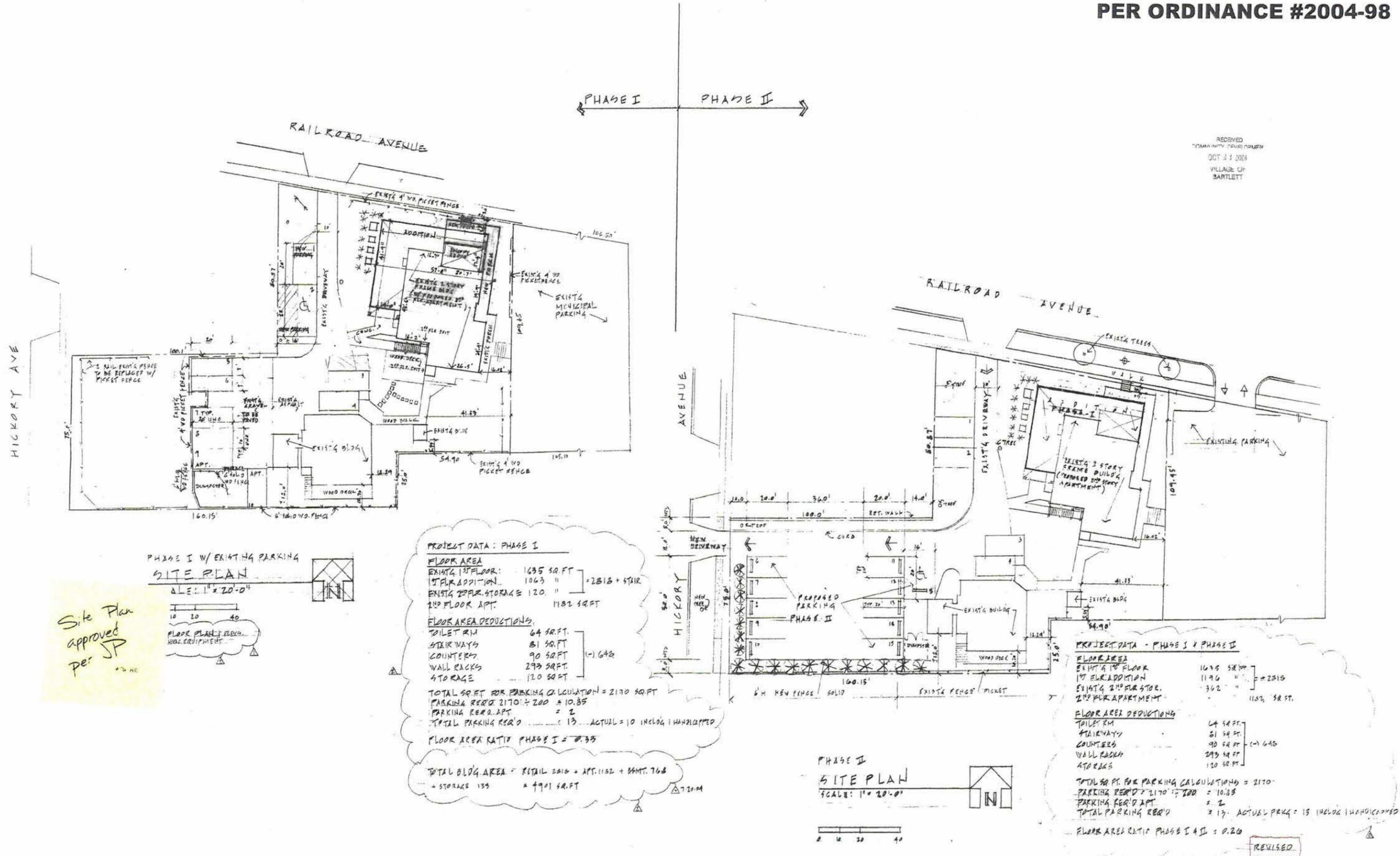
Le P'tit Tapas  
PINs: 06-34-408-020,  
06-34-408-022 & 06-34-408-024

2021



**APPROVED SITE PLAN  
PER ORDINANCE #2004-98**

RECEIVED  
COMMUNITY DEVELOPMENT  
OCT 27 2004  
VILLAGE OF  
BARTLETT



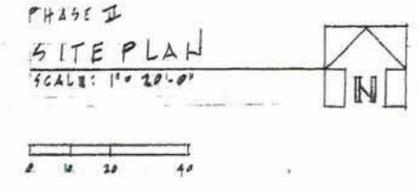
Site Plan  
approved  
per JP

**PROJECT DATA: PHASE I**

|   |                         |
|---|-------------------------|
| <b>FLOOR AREA</b>   |                         |
| EXIST'G 1ST FLOOR:  | 1635 SQ. FT.            |
| 1ST FLR ADDITION:   | 1043 " ] ± 2818 + STAIR |
| EXIST'G 2ND FLR STORAGE:                                  | 120 " ]                 |
| 2ND FLOOR APT:  | 1182 SQ. FT.            |
| <b>FLOOR AREA DEDUCTIONS</b>                              |                         |
| TOILET RM   | 64 SQ. FT.              |
| STAIRWAYS   | 81 SQ. FT.              |
| COUNTERS  | 90 SQ. FT. (-) 648      |
| WALL RACKS  | 293 SQ. FT.             |
| STORAGE   | 120 SQ. FT.             |
| TOTAL SQ. FT. FOR PARKING CALCULATION = 2170 SQ. FT.      |                         |
| PARKING REQ'D 2170 ÷ 200 = 10.85                          |                         |
| PARKING REQ'D APT = 2                                     |                         |
| TOTAL PARKING REQ'D = 13. ACTUAL = 10 INCLG 1 HANDICAPPED |                         |
| FLOOR AREA RATIO PHASE I = 0.35                           |                         |
| TOTAL BLDG. AREA = RETAIL 2818 + APT. 1182 + 84MT. 768    |                         |
| + STORAGE 133 = 4991 SQ. FT.                              |                         |

**PROJECT DATA - PHASE I & PHASE II**

|  |                    |
|--|--------------------|
| <b>FLOOR AREA</b>  |                    |
| EXIST'G 1ST FLOOR  | 1635 SQ. FT.       |
| 1ST FLR ADDITION   | 1196 " ] ± 2818    |
| EXIST'G 2ND FLR STOR.  | 362 " ]            |
| 2ND FLR APT.   | 1182 SQ. FT.       |
| <b>FLOOR AREA DEDUCTIONS</b>                                   |                    |
| TOILET RM  | 64 SQ. FT.         |
| STAIRWAYS  | 81 SQ. FT.         |
| COUNTERS   | 90 SQ. FT. (-) 648 |
| WALL RACKS   | 293 SQ. FT.        |
| STORAGE  | 120 SQ. FT.        |
| TOTAL SQ. FT. FOR PARKING CALCULATION = 2170                   |                    |
| PARKING REQ'D 2170 ÷ 200 = 10.85                               |                    |
| PARKING REQ'D APT = 2  |                    |
| TOTAL PARKING REQ'D = 13. ACTUAL PRKG = 13 INCLG 1 HANDICAPPED |                    |
| FLOOR AREA RATIO PHASE I & II = 0.20                           |                    |

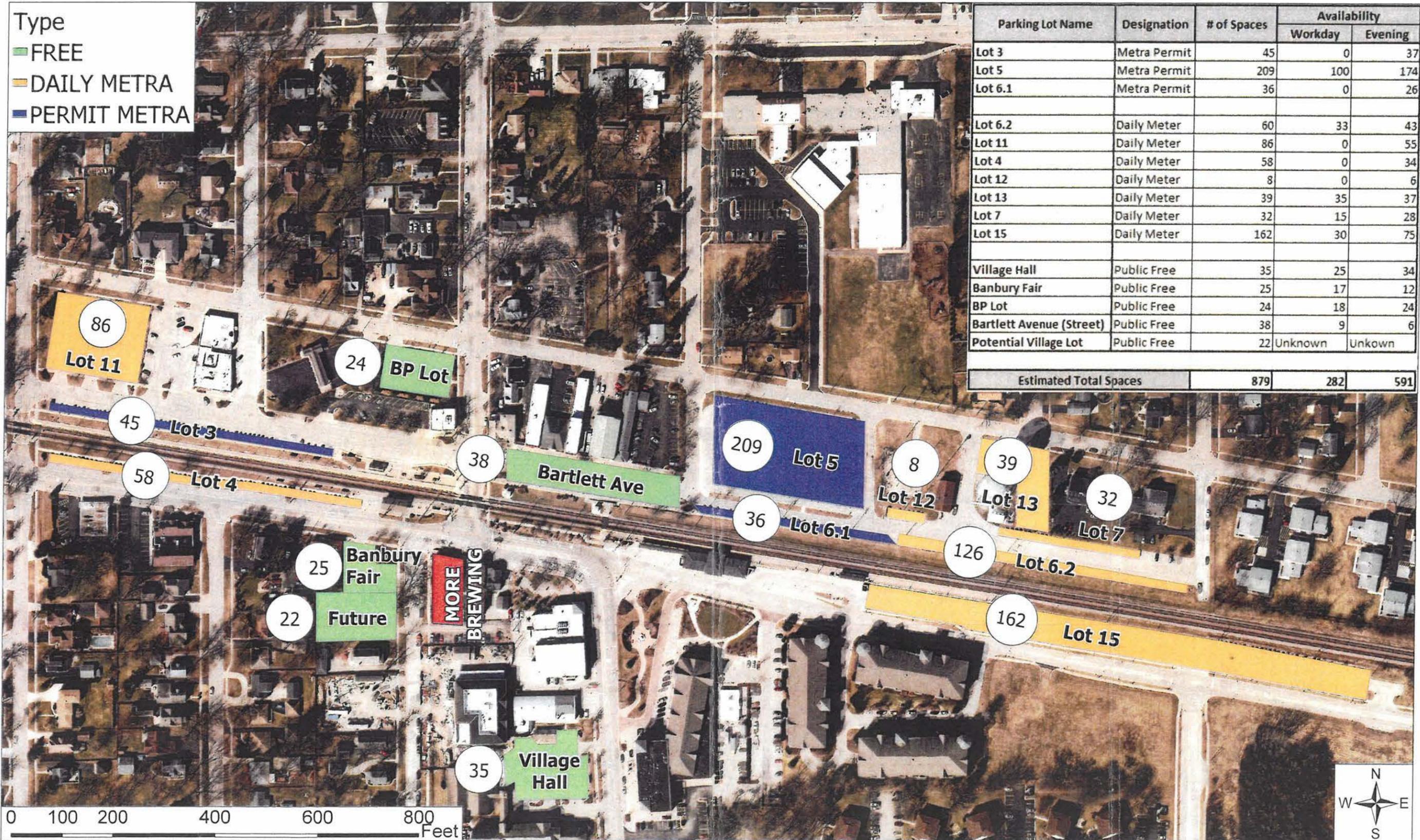


# DOWNTOWN PARKING

Type

- FREE
- DAILY METRA
- PERMIT METRA

| Parking Lot Name         | Designation  | # of Spaces | Availability |         |
|--------------------------|--------------|-------------|--------------|---------|
|                          |              |             | Workday      | Evening |
| Lot 3                    | Metra Permit | 45          | 0            | 37      |
| Lot 5                    | Metra Permit | 209         | 100          | 174     |
| Lot 6.1                  | Metra Permit | 36          | 0            | 26      |
| Lot 6.2                  | Daily Meter  | 60          | 33           | 43      |
| Lot 11                   | Daily Meter  | 86          | 0            | 55      |
| Lot 4                    | Daily Meter  | 58          | 0            | 34      |
| Lot 12                   | Daily Meter  | 8           | 0            | 6       |
| Lot 13                   | Daily Meter  | 39          | 35           | 37      |
| Lot 7                    | Daily Meter  | 32          | 15           | 28      |
| Lot 15                   | Daily Meter  | 162         | 30           | 75      |
| Village Hall             | Public Free  | 35          | 25           | 34      |
| Banbury Fair             | Public Free  | 25          | 17           | 12      |
| BP Lot                   | Public Free  | 24          | 18           | 24      |
| Bartlett Avenue (Street) | Public Free  | 38          | 9            | 6       |
| Potential Village Lot    | Public Free  | 22          | Unknown      | Unknown |
| Estimated Total Spaces   |              | 879         | 282          | 591     |





# Agenda Item Executive Summary

Item Name    The Grasslands - Planned Development Agreement    Committee or Board    Board

## BUDGET IMPACT

Amount:    N/A    Budgeted    N/A

List what fund    N/A

## EXECUTIVE SUMMARY

Attached is an ordinance approving and directing the execution of the Planned Development Agreement for the 192 acres located at Route 59 and West Bartlett Road. After the Committee of the Whole's review of the Planned Development Agreement at their July 6, 2021 meeting, the petitioner submitted revised plans increasing the size of the commercial area and relocating one duplex lot to the west (10 acre) park site.

The Park District Board reviewed the proposed park dedications at their July 13, 2021 Committee meeting. The Park Board moved the proposal forward for a vote.

The development agreement has been updated with the following revisions:

- the commercial area on the Preliminary Commercial PUD Plan has increased from 6.3 acres to 7.0 acres and the estimated building square footage increased from 37,500 to 47,800;
- a duplex lot was relocated to the west park site; the west property line of the park site will be adjusted to maintain the required land dedication.
- language was added regarding the Owner's efforts to obtain approvals to allow the bike path system over the railroad crossing;
- the pavement width of Street I in Phase 2 (townhomes) will be increased to 39-feet to accommodate a partial lane closure in case of an emergency; and
- one townhome building (lot 207) in Phase 2 (townhomes) will lose one unit to improve emergency access around the buildings.

## ATTACHMENTS (PLEASE LIST)

PDS Memo, Ordinance, Planned Development Agreement

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance - Move to approve *Ordinance #2021- \_\_\_\_\_ An Ordinance Approving and Directing the Execution of the Planned Development Agreement Between Bartlett 59 LLC and the Village of Bartlett (Grasslands Subdivision)*
- Motion

Staff:    Roberta Grill, Planning & Dev Services Director    Date:    7/7/2021

**PLANNING & DEVELOPMENT SERVICES MEMORANDUM**  
**21-070**

DATE: July 7, 2021  
TO: Paula Schumacher, Village Administrator  
FROM: Roberta B. Grill, PDS Director *RBG*  
RE: Grasslands Subdivision Planned Development Agreement

---

Attached is an ordinance approving and directing the execution of the Planned Development Agreement for the 192 acres located at Route 59 and West Bartlett Road. After the Committee of the Whole's review of the Planned Development Agreement at their July 6, 2021 meeting, the petitioner submitted revised plans increasing the size of the commercial area and relocating one duplex lot to the west (10 acre) park site.

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- the pavement width of Street I in Phase 2 (townhomes) will be increased to 39-feet to accommodate a partial lane closure in case of an emergency; and
- one townhome building (lot 207) in Phase 2 (townhomes) will lose one unit to improve emergency access around the buildings.

**RECOMMENDATION**

***Move to approve Ordinance #2021- \_\_\_\_\_ An Ordinance Approving and Directing the Execution of the Planned Development Agreement Between Bartlett 59 LLC and the Village of Bartlett (Grasslands Subdivision)***

ORDINANCE 2021- \_\_\_\_\_

AN ORDINANCE APPROVING AND DIRECTING THE  
EXECUTION OF THE PLANNED DEVELOPMENT AGREEMENT BETWEEN  
BARTLETT 59 LLC AND THE VILLAGE OF BARTLETT  
(GRASSLANDS SUBDIVISION)

---

**BE IT ORDAINED** by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, as follows:

**SECTION ONE:** That the Planned Development Agreement dated July 20, 2021, between Bartlett 59 LLC, and the Village of Bartlett, a copy of which is appended hereto and expressly incorporated herein (the "Agreement"), is hereby approved.

**SECTION TWO:** That the Village President and Village Clerk are hereby authorized and directed to sign and attest, respectively, the Agreement on behalf of the Village of Bartlett.

**SECTION THREE:** That the Village Clerk is authorized and directed to cause a certified copy of this Ordinance and the attached Agreement to be recorded with the Cook County Recorder.

**SECTION FOUR: SEVERABILITY.** The various provisions of this Ordinance are to be considered as severable, and of any part or portion of this Ordinance shall be held shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance.

**SECTION FIVE: REPEAL OF PRIOR ORDINANCES.** All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

**SECTION SIX: EFFECTIVE DATE.** This Ordinance shall be in full force and effect upon passage and approval.

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**PASSED:** July 20, 2021

**APPROVED:** July 20, 2021

\_\_\_\_\_  
Kevin Wallace, Village President

**ATTEST:**

\_\_\_\_\_  
Lorna Giles, Village Clerk

**CERTIFICATION**

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2021-\_\_\_ enacted on July 20, 2021 and approved on July 20, 2021, as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
Lorna Giles, Village Clerk

**THIS INSTRUMENT PREPARED BY  
AND RETURN TO:**

John H. Mays  
Gould & Ratner  
222 N. LaSalle Street  
Suite 300  
Chicago, Illinois 60601

Permanent Index Numbers:  
06-33-101-001-0000  
06-33-200-001-0000  
06-33-201-014-0000  
06-33-201-015-0000

**THE ABOVE SPACE FOR RECORDER'S USE**

**PLANNED DEVELOPMENT AGREEMENT**

**THIS PLANNED DEVELOPMENT AGREEMENT** (“Agreement”) is made and entered into as of this 20th day of July, 2021 (“Effective Date”), by and between the Village of Bartlett, an Illinois municipal corporation of the Counties of Cook, DuPage and Kane, the State of Illinois (the “Village”) and Bartlett 59 LLC, an Illinois limited liability company (referred to herein as “Owner”). Within this Agreement, the Village and the Owner may be referred to individually as a “Party” or collectively as the “Parties”.

**WITNESSETH:**

**WHEREAS**, the Village is an Illinois home rule municipal corporation organized under the Illinois Municipal Code and located in the Counties of Cook, DuPage and Kane, State of Illinois; and

**WHEREAS**, OWNER is the legal titleholder of approximately 192 acres of real property legally described in Exhibit A attached hereto and made part hereof (“Subject Property” or the “Development”); and

**WHEREAS**, the Subject Property is located within the Village and is located at the northwest and northeast corners of Route 59 and West Bartlett Road within the municipal limits of the Village; and

**WHEREAS**, the Subject Property is vacant; and

**WHEREAS**, the Subject Property is currently zoned Suburban Residential – Single Family (SR-2), Estate Residence – Single Family (ER-2) Suburban Residence – Multiple Family

– Low Density (SR-5) Suburban Residence – Multiple Family – Medium Density Planned Development (SR-6 PUD) and Local Convenience Shopping District (B-2) under Title 10 of the Village Code of Bartlett, Illinois (the “Zoning Ordinance”); and

**WHEREAS**, Owner wishes to rezone the Subject Property as a PD Planned Development District, with a special use permit for a planned unit development to be developed in accordance with a preliminary PUD plan and a special use permit for wetland mitigation and disturbance, and amend the Comprehensive Plan’s Future Land Use Plan to develop the Subject Property in accordance with the Preliminary PUD Plan attached as Exhibit B to this Agreement (“Preliminary PUD Plan”); the Phasing Plan attached as Exhibit C (the “Phasing Plan”); the Preliminary Landscape Plan for Phase 1 attached as Exhibit D (the “Preliminary Landscape Plan”); the Preliminary Plat of Subdivision for the Grasslands attached as Exhibit E (the “Preliminary Plat”); the Preliminary Commercial PUD Plan for Phase 3 attached as Exhibit F (the “Preliminary Commercial PUD Plan”); and the Schedule of Special Conditions, Rights, Waivers and Conditions Precedent for Development attached as Exhibit G (the “Schedule of Special Conditions”). The Preliminary PUD Plan, the Phasing Plan; the Preliminary Landscape Plan, the Schedule of Special Conditions and Preliminary Commercial PUD Plan constitute and are collectively referred to herein as the “Preliminary Subdivision Plat/Preliminary PUD Plan”; and

**WHEREAS**, the Village’s PD Planned Development District is intended and established to provide for greater freedom of design and flexibility in the development of land while assuring substantial compliance with the Village’s Zoning Ordinance intent and accordingly a PD Planned Development District allows diversification and variation in the relationship of uses, structures, and open spaces in developments planned as comprehensive, cohesive projects which are unified by a shared concept; and

**WHEREAS**, Chapter 24 of Title 9 of the Village’s Code of Ordinances (the “Building Code”) provides, in part, for the granting of a special use for disturbance of wetlands and wetland mitigation; and

**WHEREAS**, the Preliminary Subdivision Plat/Preliminary PUD Plan identifies approximately 19.13 acres of the Subject Property as traditional single family lots (the “Traditional Single Family Tract:”), approximately 10.62 acres of the Subject Property as active adult cottage lots (the “Cottage Homes Tract”); approximately 12.65 acres of the Subject Property as active adult duplex lots (the “Duplex Homes Tract”); approximately 10.0 acres of the Subject Property as Park District Dedication (the “West Park Site”); approximately 10.98 acres of the Subject Property at the NE corner of Rt. 59 and West Bartlett Road (the “NE Vacant Tract”); approximately 10.32 acres of the Subject Property to be developed for urban townhomes (the “Townhome Tract”); approximately 50.7 acres of the Subject Property to be maintained as a wetland area (“Wetland Tract”); and approximately 5.86 acres of the Subject Property to be developed with any of the permitted commercial uses in the B-3 Neighborhood Shopping zoning district (the “Commercial Tract”); and various open spaces; and

**WHEREAS**, Phase 1 of the Phasing Plan includes development of (i) the Traditional Single Family Tract designated thereon as “PHASE 1 Traditional Single Family Lots” (sometimes referred to herein as “Phase 1, POD 1”); (ii) the Cottage Homes “Phase 1 Active

Adult Single Family Lots” (sometimes referred to herein as “Phase 1, POD 2”); (iii) PHASE 1 Active Adult Duplex Lots (sometimes referred to herein as “Phase 1, POD 3”); (iv) the NE Vacant Tract designated on the Phasing Plan as “PHASE 1 OPEN SPACE/WETLANDS” (sometimes referred to herein as “Phase 1, POD 4”); and (v) the 10.00 acre parcel (the “Proposed Park Site”) designated on the Phasing Plan as “LOT 198, PARK DEDICATION” (sometimes referred to herein as “Phase 1, POD 5”); and

**WHEREAS**, Phase 2 of the Phasing Plan includes (i) development of the Townhome Tract designated on the Phasing Plan as “PHASE 2 TOWNHOMES” and (ii) an existing natural/wetland area to be preserved and designated on the Phasing Plan as “PHASE 2 OPEN SPACE/WETLANDS”; and

**WHEREAS**, Phase 3 of the Phasing Plan includes the 5.56 acre parcel at the NW corner of Route 59 and West Bartlett Road (with 4.0 acres of buildable area) designated on the Phasing Plan as “PHASE 3 FUTURE COMMERCIAL”; and

**WHEREAS**, the Owner has petitioned and applied to the Village for such planning, zoning and subdivision approvals as may be necessary and desirable for the purposes stated herein; and the Village has conducted such public hearings and meetings as provided by Illinois law as are necessary and proper for such petitions and applications; and

**WHEREAS**, the Village and its staff reviewed the materials submitted by Owner with its application (the “Application”) and Village has found the Owner’s submissions to be complete for the rezoning of the Subject Property to the PD Planned Development Zoning District, for the preliminary subdivision and preliminary planned unit development (a/k/a preliminary site plan) approvals sought in the Application or, in light of the size and the scope of the proposed development, to be sufficiently complete to enable the Village to evaluate the Owner’s Application, and has determined that Owner’s submissions satisfy the Zoning Ordinance, the Bartlett Subdivision and PUD Ordinance (the “Subdivision Ordinance”), and all other Village ordinances and procedures for preliminary subdivision and preliminary PUD approval in all respects, except as the same may be modified by this Agreement; and

**WHEREAS**, after due consideration, the Village has determined that current conditions and planning considerations are such that the Comprehensive Plan’s Future Land Use Plan of the Village should be amended to include and adopt the uses proposed for the Subject Property; and

**WHEREAS**, after due consideration, the Village has determined that: (i) the Preliminary Subdivision Plat/Preliminary PUD Plan is consistent with the Comprehensive Plan of the Village as amended; (ii) the proposed uses depicted on the Preliminary Subdivision Plat/Preliminary PUD Plan are compatible with each other use within the proposed development shown on the Preliminary Subdivision Plat/Preliminary PUD Plan; and (iii) development in accordance with the Preliminary Subdivision Plat/Preliminary PUD Plan is likely to be compatible with development permitted under the Zoning Ordinance on substantially all land in the vicinity of the Subject Property; and

**WHEREAS**, after due consideration, the Village has determined that the proposed use and maintenance of the wetlands within phase 1 and any of Owner’s proposed modifications to

the wetlands within phase 1 subject to the conditions imposed by the Corporate Authorities in an ordinance granting a special use permit therefor with respect to wetlands on the Subject Property, in accordance with Chapter 24 of the Building Code and will not be injurious to the neighborhood, detrimental to the public welfare or in conflict with the Village's comprehensive plan and official map for development; and

**WHEREAS**, the Village and the Owner, acting consistent with Illinois law, have agreed to the terms and conditions in this Agreement as evidenced by their signatures affixed hereto.

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and Owner agree as follows:

**ARTICLE 1  
INCORPORATION OF RECITALS**

The representations and recitations set forth in the preambles hereto are material to this Agreement and are hereby incorporated into and made a part hereof as though fully set forth in this Article 1 and said representations and recitations constitute the understandings of the Village and the Owner. All terms not defined in this Agreement shall have the meanings attributed to them in the Village Zoning Ordinance.

**ARTICLE 2  
AUTHORITY**

This Agreement is made pursuant to and in accordance with the provisions of the Illinois Constitution and the Illinois Municipal Code (Chapter 65 of the Illinois Compiled Statutes) which grant the Village the authority as a home rule community to enter into this Agreement and under its zoning authority to impose reasonable restrictions and conditions on any special or conditional use permit granted, and take such actions as are contemplated herein.

**ARTICLE 3  
THE ZONING, SPECIAL USE PRELIMINARY  
SUBDIVISION/PRELIMINARY PUD PLAN, AMENDMENT TO THE  
COMPREHENSIVE PLAN'S FUTURE LAND USE PLAN APPROVAL**

3.1 Zoning. Concurrent with the enactment of the ordinance approving this Agreement and the execution of this Agreement, Village shall enact an ordinance or ordinances classifying and rezoning the Subject Property in the PD Planned Development District in the Village. The ordinance rezoning the Subject Property to the PD Planned Development District pursuant hereto shall not conflict with this Agreement nor shall any such ordinance provide for an expiration of the PD Planned Development District zoning district classification, the intent of the Parties being to create a permanent zoning classification.

3.2 Comprehensive Plan Future Land Use Plan Amendment. Concurrent with the enactment of the ordinance approving this Agreement, Village has taken such action as required to amend its Comprehensive Plan and Future Land Use Plan to reflect the uses proposed by the Owner.

3.3 Special Use Permit for a Preliminary Planned Unit Development. Concurrent with the enactment of the ordinance approving this Agreement, Village shall enact an ordinance or ordinances granting the Subject Property a special use permit for a preliminary planned unit development with such uses and entitlements as may be shown on the Preliminary Subdivision Plat/Preliminary PUD Plan or otherwise described in this Agreement, and subject to the conditions set forth in this Agreement (the “Preliminary Subdivision/Preliminary PUD Plan Approval Ordinance”). The special use ordinance granting the special use permit shall not conflict with this Agreement, nor shall any such ordinance provide for an expiration of the special use permit therein granted, provided the Owner or an applicable developer with whom the Owner has entered a contract to develop the Subject Property or applicable portion thereof applies for and procures final PUD plan approval or final plat approval for Phase 1 of the Subject Property within five (5) years of the passage of the Preliminary Subdivision/Preliminary PUD Plan Approval Ordinance, and applies for and procures final PUD plan or final PD approval for Phase 2 of the Subject Property within ten (10) years of approval of the Preliminary Subdivision/Preliminary PUD Plan Approval Ordinance. The special use permit granted for the Preliminary PUD and preliminary plat of subdivision approval for the Commercial Tract, including approval of the Preliminary Commercial PUD Plan approved by the Preliminary Subdivision/Preliminary PUD Approval Ordinance shall not expire nor shall there be a time limit within which a Final PUD Plan and/or final plat of subdivision must be submitted to the Village for approval, or the fact that construction has not commenced on the Commercial Tract within a certain time be cause to revoke the special use granted. The Preliminary Subdivision/Preliminary PUD Approval Ordinance shall be subject to the special conditions, rights, waivers and conditions precedent pertaining to the special use for the preliminary planned unit development can be found in the Preliminary Subdivision Plat/Preliminary PUD Plan, in Article 4 below, and in the Schedule of Special Conditions, Rights, Waivers, and Conditions Precedent to Development attached hereto as Exhibit G and expressly incorporated herein.

3.4 Special Use for a Wetland. Concurrent with the enactment of the ordinance approving this Agreement, Village shall enact an ordinance or include a provision in the Preliminary Subdivision / Preliminary PUD Approval Ordinance granting a special use permit to disturb and mitigate wetlands within Phase 1 with such uses and entitlements as may be permitted under Chapter 24 of the Building Code or otherwise described in this Agreement. The Wetland Tract will be preserved as provided in that report titled “Preliminary Engineering and Stormwater Management Report – The Grasslands” last revised May 7, 2021 which is incorporated into this Agreement by reference (the “Wetland Study”) and any other wetlands within Phase 1 will be mitigated as provided in the Wetland Study after it is reviewed and accepted by the Village (which review and acceptance shall be in accordance with generally accepted engineering and environmental practices and standards). The ordinance granting the special use permit to disturb and mitigate wetlands shall not conflict with this Agreement nor shall any such ordinance provide for an expiration of the special use permit therein granted. It is not anticipated that there will be wetland mitigation to the NE Vacant Tract, however, should mitigation be required Owner or any subsequent developer will comply with the jurisdiction’s requirements. Notwithstanding any provision of the Zoning Ordinance, the Subdivision Ordinance, or the Building Code, the special use permit granted pursuant to this Section 3.4 shall not expire nor shall the fact that construction has not commenced on the Subject Property within a certain period of time be cause to revoke or nullify the special use so granted.

3.5 Final Subdivision Plat(s) / Final PUD Plans – Phase 1. Provided the Owner has submitted, or the applicable developer with whom the Owner has entered a written contract to develop a Tract and/or Phase of the development, including without limitation (i) final engineering plans for Phase 1 including for the Traditional Single Family Tract, the Cottage Homes Tract, the Duplex Homes Tract, and the NE Vacant Tract (collectively, the “Phase 1 Tracts”) final engineering plans as may be approved by the Village Engineer; (ii) a final plat or final plats of subdivision for the Phase 1 Tracts meeting the requirements therefor as set forth in the Subdivision Ordinance and consistent with the Preliminary Subdivision Plat/Preliminary PUD Plan; (iii) a final PUD Plan or final PUD plans for the Phase 1 Tracts meeting the requirements set forth in the Subdivision Ordinance and Zoning Ordinance, the Village shall enact an ordinance or ordinance approving of the final plat(s) of subdivision and final PUD plan(s) for the Phase 1 Tracts (hereinafter collectively referred to as the “Phase 1 Final Subdivision Plat / Final PUD Plan”) subject to the applicable provisions of the Schedule of Special Conditions attached as Exhibit G.

3.6 Village Action Taken. The Village represents that it has taken all action(s) and given such notices as may be required and necessary to enact such ordinances, amendments, grant such special use permits and grant such modifications, exceptions and departures from or pursuant to the Subdivision Ordinance, Zoning Ordinance, the Building Code and the Village’s other ordinances, codes and regulations, as may be necessary to rezone, classify and allow for the development of the Subject Property subject to the conditions and in the manner described in this Agreement and in the Preliminary Subdivision Plat/Preliminary PUD Plan and to enable the Village to execute this Agreement and fully carry out and perform the terms, covenants, agreements and duties and obligations on its part to be kept and performed as created and imposed by the terms and provisions hereof.

3.7 Final Subdivision Plat(s) / Final PUD Plans(s) Phases 2 and 3. The Village shall approve a final subdivision plat(s) and a final PUD Plan(s) for Phases 2 and 3 of the Development pursuant to the procedures, standards and timelines set forth in the Zoning Ordinance and the Subdivision Ordinance (as same may be modified by this Agreement).

3.8 Phasing. Development and construction may be phased on the Subject Property in accordance with the Phasing Plan attached hereto as Exhibit C, except that the Owner may elect to combine any Phases, or may create additional phases provided the Village Engineer determines that the preliminary engineering plans and final engineering plans therefor are sufficient and approves of any such additional Phases. A final PUD Plan must be submitted and approved for the first Phase to be developed within five (5) years from the passage of the Preliminary Subdivision/Preliminary PUD Plan Approval Ordinance, and a final PUD Plan must be submitted and approved for development of Phase 2 of the Phasing Plan within ten (10) years from the passage of the Preliminary Subdivision/Preliminary PUD Plan Approval Ordinance.

3.9 Final Subdivision Plat/Final PUD Plan Consistent with Preliminary Subdivision Plat/Preliminary PUD Plan. In preparing final plats of subdivision and final PUD plans for the Subject Property, the Owner may make minor modifications to the general design and layout of lots, streets, rights-of-way, and improvements shown on the Preliminary Subdivision / Preliminary PUD Plan as the term minor modification is defined in and limited by Section 10-9-10:B of the Zoning Ordinance in order to facilitate the effective, efficient, and economical

development of the Subject Property. Any such minor modifications shall be subject to the approval of the Village Engineer and the Director of Planning & Development and shall not require a formal submission to the Plan Commission for a public hearing or for recommendation by the Plan Commission to the Village Board for approval. Any such minor modifications shall be consistent with the Village's applicable regulations (as modified by this Agreement and any entitlements granted pursuant hereto). Notwithstanding the foregoing, however, all final plats of subdivision and final PUD plans shall require approval by an ordinance passed by the Village corporate authorities.

3.10 No Further Hearings Required. Following approval of the Preliminary Subdivision Plat/Preliminary PUD Plan, provided the applicable final subdivision plat(s) and final PUD plan(s) are consistent with the Preliminary Subdivision Plat/Preliminary PUD Plan, except for minor modifications as defined in Section 3.9, no further public hearings shall be required as a prerequisite to the approval of such final plat(s) of subdivision and final PUD Plans necessary to the development of any portion of the Subject Property in accordance with the zoning provided for in this Agreement; provided, however, that the Owner shall be required to obtain approval of all final plats of subdivision and final PUD plans when and as required by the Subdivision Ordinance, the Zoning Ordinance, and to satisfy the conditions precedent set forth in the Schedule of Special Conditions referred in Article 4 and as set forth on Exhibit G. The Owner's right to develop the Subject Property in substantial conformance with the Preliminary Subdivision Plat/Preliminary PUD Plan shall be, and is hereby, vested; provided, however, that such vesting is subject to Owner's compliance with any and all requirements of the regulations governing the Village's PD Planned Development Districts and the granting of special use permits for planned unit developments, except as modified and conditioned by the Preliminary Subdivision Plat/Preliminary PUD Plan and this Agreement. Owner may make minor modifications to an approved Final PUD Plan as authorized by Section 10-9-10-1: of the Zoning Ordinance provided such minor modifications are approved by the Village Engineer and the Director of Planning & Development without amendment to this Agreement or the applicable ordinance approving the underlying Final PUD Plan.

#### **ARTICLE 4**

#### **SPECIAL CONDITIONS, RIGHTS AND WAIVERS PERTAINING TO THE SPECIAL USE PERMITS FOR THE PLANNED UNIT DEVELOPMENT AND CONDITIONS PRECEDENT FOR DEVELOPMENT**

The uses and the special conditions, rights, waivers and conditions precedent for development of the Subject Property as shown or described on the Preliminary Subdivision Plat/Preliminary PUD Plan, are subject to the Schedule of Special Conditions, Rights, Waivers and Conditions Precedent for Development attached hereto as Exhibit G and expressly incorporated into this Agreement.

#### **ARTICLE 5**

#### **DEVELOPER, OWNER AND VILLAGE OBLIGATIONS**

The Owner shall not be responsible for procuring permits and easements, and paying for any new off-site improvements not specifically referenced or shown on the Preliminary

Subdivision / Preliminary PUD Plan as being an Owner responsibility, except as noted in this Article 5:

5.1 Intersection Improvements. To the extent local cost sharing is required by controlling agencies to help pay for the improvement of the Route 59 and West Bartlett Road intersection, those costs shall be borne by the Village.

5.2 Commercial Tract Sidewalk. Owner or the applicable developer shall install a sidewalk along the frontage of the Commercial Tract along West Bartlett Road. Such sidewalk to be installed as part of the Phase I improvements.

5.3 Turn-lane Improvements. Turn-lanes into the Subject Property and related improvements shall be the obligation of the Owner.

5.4 Path System East of Route 59. Owner or the applicable developer shall be obligated to construct, pay for, and bond for a path system on the NE Vacant Tract lying east of Illinois Route 59 provided that the Route 59 Bicycle Path and Underpass can be constructed as provided in Section 5.6 below. Should the Route 59 Bicycle Path and Underpass not be able to be constructed as provided in Section 5.6 below within five (5) years of the commencement of development within Phase I, Owner or the applicable developer shall not be obligated to construct a path system on the NE Vacant Tract lying east of Illinois Route 59, but shall instead construct a 5 foot wide sidewalk on the north side of West Bartlett Road along the entire frontage of the NE Vacant Tract.

5.5 Bicycle Path Crossing Railroad Right-of-Way. Owner or the applicable developer shall construct and bond for the proposed bicycle path crossing at the railroad right-of-way along the east side of Naperville Road as part of Phase 2 of the development (the "Pedestrian Railroad Crossing Improvements"). The Village and Owner (or the applicable developer), shall equally share the cost of the Pedestrian Railroad Crossing Improvements, provided however that the Owner's or the applicable developer's maximum contribution shall be \$30,000. Owner shall use commercially reasonable best efforts to secure all necessary approvals to construct the Pedestrian Railroad Crossing Improvements and will keep the Village advised of its progress in that regard. If at the earlier of the time of the Phase 2 development or five (5) years, the Owner has not obtained the necessary authority to construct the Pedestrian Railroad Crossing Improvements, Owner shall pay the Village \$30,000 for its share of any future work, but thereafter shall have no obligation to construct or bond for the Pedestrian Railroad Crossing Improvements. The Pedestrian Railroad Crossing Improvements shall not include the installation of automated railroad crossing gates on either side of the railroad tracks where the Pedestrian Crossing Improvement(s) intersect the railroad right-of-way and/or railroad tracks ("Automated Pedestrian Crossing Gates") for which the Village may in the future apply for a grant to fund, but as to which neither the Owner, nor the applicable developer, shall have any obligation to pay for any portion or share.

5.6 Bicycle Path Crossing Under Route 59. Owner or the applicable developer shall engineer, apply for all necessary easements and permits, construct and bond for the proposed bicycle path crossing underneath Illinois Route 59 (the "Route 59 Bicycle Path and Underpass"). The Village and the Owner or the applicable developer shall equally share the direct cost of the

Route 59 Bicycle Path and Underpass, provided however that Owner's or the applicable developer's maximum contribution for the Route 59 Bicycle Path and Underpass shall be \$35,000.00. The Village shall pay for all direct costs of the Route 59 Bicycle Path and Underpass above \$70,000.00. In calculating direct costs, the parties shall deduct any reimbursement or funding received through a grant. Owner or the applicable developer shall submit engineering plans to the Village as may be required to enable it to submit a grant application within six months of Phase 1 final plat approval. The Village reserves the right, but need not, apply for a grant to pay or reimburse it for a portion of the Route 59 Bicycle Path and Underpass. If, within five (5) years of development commencing within Phase 1, the Owner has not obtained the necessary easements, permits and other necessary authority to construct the Route 59 Bicycle Path and Underpass, provided the Owner or the applicable developer has timely and diligently pursued the same, Owner or the applicable developer shall not be obligated to bond or construct the Route 59 Bicycle Path and Underpass, but shall instead construct a 5 foot wide sidewalk on the north side of West Bartlett Road along the entire frontage of the NE Vacant Tract. Owner or the applicable developer shall engineer, construct and bond for the proposed bicycle path adjacent to the Metra Railroad mainline north of West Bartlett Road and connect it to the Route 59 Bicycle Path and Underpass path at its sole expense concurrently with the construction of the Route 59 Bicycle Path and Underpass.

5.7 Watermain Extension to the Intersection of Naperville and Spaulding Roads. As part of Phase 2 of the development of the Subject Property, Owner or the applicable developer will either (i) construct and bond to extend a watermain from the Subject Property along the east side of Naperville Road and connect to the existing watermain on the east side of Naperville Road located at the intersection of Naperville and Spaulding Roads provided the Village procures all necessary easements therefor (the "Northerly Water Main Option"), or (ii) shall be responsible to construct, bond and procure all necessary easements to auger under Naperville Road and extend the watermain from the Subject Property and connect it to the Village's existing water main on the west side of Naperville Road (the "Westerly Water Main Option") to meet the fire flow requirements for the development of the Townhome Tract. If the Village selects the Northerly Watermain Extension Option, the Village shall reimburse the Owner for additional cost of the Northerly Watermain Extension Option above the engineer's estimate of \$55,000.00 for the Westerly Watermain Option within thirty (30) days of completion and verification of payment in full for performing the Northerly Watermain Extension Work.

Owner or any subsequent developer shall install the watermain connection at West Bartlett Road through the Commercial Tract at time of commercial development of the Commercial Tract or earlier should a hydraulic study require it to serve the residential portion of the Subject Property.

5.8 Tree Survey. With the Owner's or the applicable developer's submittal of a final plat of subdivision and final PUD plan for Phase 2, the Owner or the applicable developer shall submit a Tree Survey.

5.9 Phase 2 Sidewalk. The sidewalk on the north side of Street I in the Townhome Tract is not required to be constructed from Naperville Road to the service walk for Lot 219.

5.10 Entryway to Townhome Tract. Owner agrees that as part of the development of the Townhome Tract, the roadway (as distinguished from the right-of-way) that provides entry into the Townhome Tract will be 39' wide (back to back) from the entrance to the Townhome Tract through to the first street intersection within the Townhome Tract. Village agrees that the referenced widening is approved and, if not reflected in the Preliminary Subdivision Plat/Preliminary PUD Plan, shall be incorporated into the Final Development Plan without any additional amendment to the Preliminary Subdivision Plat/Preliminary PUD Plan being required and without further public hearings.

5.11 Building 207. Owner agrees that as part of the development of the Townhome Tract, Building 207 depicted on the Preliminary Subdivision Plat/Preliminary PUD Plan shall be reduced from 6 units to 5 units to facilitate emergency vehicle turning movements. As part of its final engineering and Final Development Plan for the Townhome Tract, Owner will incorporate the reduction in the unit count for Building 207. Village agrees that the referenced unit reduction is approved and, if not reflected in the Preliminary Subdivision Plat/Preliminary PUD Plan, shall be incorporated into the Final Development Plan without any additional amendment to the Preliminary Subdivision Plat/Preliminary PUD Plan being required and without further public hearings.

5.12 Expansion of the Commercial Tract. Village and Owner agree that it would be beneficial to increase the size of the Commercial Tract from what was depicted on the Preliminary Subdivision Plat/Preliminary PUD Plan and the Preliminary Commercial PUD Plan initially submitted to the Village. Attached hereto as Exhibits I-1 and I-2 is an agreed redesign of the Commercial Tract and areas immediately adjacent thereto within the Duplex Tract. As part of its final engineering and Final Development Plan for the Duplex Tract and, subsequently, for the Commercial Tract, Owner will incorporate the design changes shown on Exhibit I-1 and I-2. Village agrees that the Preliminary Subdivision Plat/Preliminary PUD Plan and the Preliminary Commercial PUD Plan are modified as depicted in Exhibit I-1 and I-2 and such modifications shall be incorporated into the Final Development Plan for the Duplex Tract and the Final Development Plan for the Commercial Tract without any further amendment to the Preliminary Subdivision Plat/Preliminary PUD Plan or the Preliminary Commercial PUD Plan being required and without further public hearings.

5.13 Village Cooperation. To the extent any of the obligations of this Article 5 are predicated or dependent on grants or other funding from or through programs offered by other government bodies (specifically excluding any grant application for the Automatic Pedestrian Crossing Gates as defined in Section 5.5, or the decision as to whether or not to apply for grant funding for the Route 59 Bicycle Path and Underpass as defined in Section 5.6, both of which are both of which are solely discretionary on the part of the Village), the Village will act diligently to apply for and process applications for such funds. To the extent any of the improvements in this Article 5 require right-of-way or easements from third parties, the Owner or applicable developer shall be responsible for obtaining such easements, except for any easement necessary for the Northerly Watermain Extension Option, which shall be the Village's sole obligation to procure.

**ARTICLE 6  
PARK DEDICATION**

Parcels identified on the Preliminary Subdivision Plat/Preliminary PUD Plan as park sites or sites to be donated for park purposes shall be conveyed to the Bartlett Park District by warranty deed for park purposes and shall meet all the requirements therefor set forth in the Subdivision Ordinance. Parcels identified as open space and/or detention basins or retention ponds not identified as park sites on the Preliminary Subdivision Plat/Preliminary PUD Plan and any site identified on the Preliminary Subdivision Plat/Preliminary PUD Plan as a park site to be donated for park purposes but not accepted by the Bartlett Park District shall be owned and maintained by the master owners' association to be formed for Phase 1. The owner's association created for the Townhome Parcel shall maintain the parcels identified for open space, detention basins or retention ponds or wetlands on the Townhome Tract and the Wetlands on the Wetland Tract. If the Proposed Park Site is accepted by the Bartlett Park District as a park dedication, it shall satisfy all park district impact fee or other park district contribution obligations.

**ARTICLE 7  
HOME STYLES**

Notwithstanding any Village ordinance or regulation to the contrary, the home style elevations for the Traditional Single Family Tract, Cottage Home Tract and Duplex Homes Tract attached here to as Exhibit H shall be approved in the ordinance approving the Phase 1 Final Subdivision Plat/Final PUD Plan and subject to satisfaction of the Conditions Precedent in the Schedule of Conditions attached hereto are permitted and may be constructed within the Traditional Single Family Tract, Cottage Home Tract and Duplex Homes Tract (the "Approved Elevations"). Specifically, the Approved Elevations are hereby approved and supersede any masonry or siding requirements in Section 9-2-14 of the Building Code regarding the percentage of vinyl siding permitted on the front facade of a single family residence. Any subsequent building elevations for the Traditional Single Family Tract, Cottage Home Tract and Duplex Homes Tract that the Owner or the original developer, or any subsequent developer of the Traditional Single Family Tract, Cottage Home Tract and Duplex Homes Tract submits to the Building & Enforcement Division Manager that are substantially similar to the Approved Elevations and comply with the Building Code may be approved by the Building & Enforcement Division Manager without an amendment to this Agreement or to the Preliminary Subdivision / Preliminary PUD Plan Approval Ordinance, or to the Phase 1 Final Subdivision Plat/Final PUD Plan Approval Ordinance and shall not be subject to any masonry or siding requirements in Section 9-2-14 of the Building Code provided the ratio of single family detached products having brick in the subsequent approved elevations does not differ from the ratio of single family detached products having brick in the Approved Elevations. The Duplex Homes Tract and the Town Home Tract shall not be subject to Section 9-2-14 of the Building Code currently in effect. Future amendments to Section 9-2-14 of the Building Code shall not apply to any attached product constructed within the Subject Property.

**ARTICLE 8  
TERM OF AGREEMENT**

This Agreement shall remain in full force and effect until the completion and issuance of the last certificate of final occupancy by the Village for the last building or unit located on the Subject Property, but in no event longer than 20 years from the date herein.

**ARTICLE 9  
AMENDMENT**

The Village and the Owner, as the case may be, and/or their respective successors and assigns may, by mutual consent, agree in writing to amend the terms and conditions set forth in this Agreement. Any such amendment may be for less than all of the Subject Property without the consent of the owners of other parts of the Subject Property. Only the written approval of the legal title holder of an interest in the property affected by the amendment and the Village shall be required to affect an amendment to this Agreement. No purported oral amendment to the Agreement shall be binding or enforceable.

**ARTICLE 10  
NOTICES**

All notices, requests and demands shall be in writing and shall be delivered by hand, mailed by certified mail, return receipt requested, or sent via overnight courier as follows:

**To the Village:** Village of Bartlett  
228 S Main St  
Bartlett, IL 60103  
Phone: (630) 837-0800

**With a copy to:** Bryan E. Mraz & Associates, P.C.  
111 East Irving Park Road  
Roselle, IL 60172  
Attn: Bryan E. Mraz  
Phone: (630) 529-2541

**To the Owner:** Bartlett 59 LLC  
c/o Crown Community Development  
1751 West Diehl Road, Suite A  
Naperville, IL 60563  
Attn: Theresa O. Frankiewicz  
Phone: (630) 851-5490

**With a copy to:** Gould & Ratner  
222 North LaSalle Street  
Suite 300  
Chicago, Illinois 60601  
Attn: John H. Mays  
Phone: (312) 236-3003

Notices shall be deemed received, in the case of hand delivery, when actually delivered; in the case of certified mail, 5 days after deposit with the U.S. Postal Service; and in the case of overnight courier, the day following the deposit with the courier.

## **ARTICLE 11 REMEDIES**

11.1 Enforcement. This Agreement may be enforced by any of the Parties by an appropriate action at law or in equity to secure the performance of the covenants herein described. Any such action shall be filed in the circuit court of Cook County, Illinois, which court shall be the exclusive venue for any such action. If this Agreement or any provision hereof is held invalid, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the terms of the remaining provisions contained herein, unless both the Village and Owner mutually deem the provision to be material to this Agreement.

11.2 Remedies. Upon a breach of this Agreement, any of the Parties, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained for failure of performance. No action taken by any Party hereto pursuant to the provisions of this Section or pursuant to the provisions of any other Section of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity. However, the Village shall not have the right to withhold any approval, consent, license or permit during the pendency of any lawsuit unless the same is related to the subject matter of the lawsuit.

11.3 Force Majeure. If the performance of any covenant to be performed hereunder by any Party is delayed as a result of events of force majeure, the time for such performance shall be extended by the amount of time of such delay. As used in this Agreement, the term "force majeure" includes: strikes, lock-outs, other labor disputes and shortages of qualified tradesmen; bankruptcy filing by contractors and materialmen, inability to procure or rationing of necessary materials and supplies; power failures, shortages of power generation equipment and rolling blackouts; acts of God and nature including storms, floods, extreme heat or cold, tornadoes and

other natural events which hinder or prevent construction; delays by permitting authorities to process or grant permit applications after application has been made; institution of proceedings and administrative or judicial orders halting or restricting work during the pendency of such proceedings; governmental restrictions; pandemics; enemy action, acts of terrorism, war, or civil commotion or unrest; inability of or delays in obtaining offsite easements or rights of way; fires, unavoidable casualties or other causes beyond the reasonable control of Owner.

## **ARTICLE 12 REIMBURSEMENT**

The Owner or the applicable developer, once it has entered a contract with the Owner to purchase a portion of the Subject Property and has submitted any plans or documents for the Village's review, shall be obligated to reimburse the Village for all reasonable attorneys, engineering design and review, construction engineering and planning consultant fees, Village staff time and costs incurred by the Village in connection with the processing and review of all matters pertaining to the Subject Property, this Planned Development Agreement, including the drafting and negotiation hereof and all matters pertaining to the initial negotiations and all revisions to: (1) the review of plans, reports and submittals by the Owner and/or its consultants, and/or any developer and/or its consultants; (2) any rezoning ordinance, any ordinance granting a special use permit and approving of any preliminary plat of subdivision and preliminary PUD plan, and any ordinance approving any final plat of subdivision and/or any final planned unit development; (3) the SSA ordinances; (4) the PICA(s); (5) reviewing any CCRs; and (6) all other matters related to the development of the Subject Property as contemplated herein, beginning retroactive to the date of the Owner's first submittal in connection with the Subject Property, or any portion thereof that may predate this Planned Development Agreement, and continuing during the entire term of this Agreement or until the Subject Property is fully-developed and all Public Improvements have been accepted by the Village and the applicable maintenance periods have been successfully completed, whichever is longer. Payment by the Owner or the applicable developer to the Village shall occur promptly after receipt by the Owner of invoices for such work. If such amounts are not paid within 30 days of invoice, the Village shall have no further obligation to proceed or act upon any element of the Owner's or any applicable developer's development, nor to conduct any further inspections or issue any permits, building, occupancy or otherwise, until the outstanding amounts are paid. All amounts previously deposited with the Village, if any, and not previously used to reimburse the Village for costs associated with any prior applications with respect to the Subject Property shall be credited by the Village toward the costs owed by the Owner.

## **ARTICLE 13 BINDING ON SUCCESSORS**

This Agreement shall inure to the benefit of and be binding upon the Parties hereto, the successors in title of the Owner, and each of them, their respective successors, grantees, lessees and assigns and upon successor corporate authorities of the Village and successor municipalities.

**ARTICLE 14  
OWNER**

When the term “Owner” is used throughout this Agreement, it refers to the actual entity (which may be Owner, its assigns or any future owner of record part or all of the Subject Property) which applies for and receives approval as to a final plat or seeks or obtains building permits for any or all of the Subject Property.

**ARTICLE 15  
TIME OF THE ESSENCE**

It is understood and agreed that time is of the essence of this Agreement and that all Parties will make every reasonable effort, including calling of special meetings, to expedite the subject matters hereof. The failure of a Party 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.

**ARTICLE 16  
COUNTERPARTS**

This Agreement may be executed in several counterparts, all of which shall be an original and all of which shall constitute but one and the same agreement.

**SIGNATURES APPEAR ON FOLLOWING PAGES**

IN WITNESS WHEREOF, the Parties herein have signed this Agreement on the date and year first above written.

**VILLAGE:**

**VILLAGE OF BARTLETT,**  
an Illinois municipal corporation

By: \_\_\_\_\_  
Village President

ATTEST:

By: \_\_\_\_\_  
Village Clerk

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

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

Given under my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2021.

Notary Public

\_\_\_\_\_

**OWNER:**

**BARTLETT 59 LLC,**  
an Illinois limited liability company

By: \_\_\_\_\_  
Name: Theresa O. Frankiewicz  
Title: Authorized Signatory

STATE OF ILLINOIS     )  
                                  )  
COUNTY OF DUPAGE    )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Theresa O. Frankiewicz, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and delivered the said instrument as a free and voluntary act for the uses and purposes set forth.

Given under my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2021.

Notary Public

\_\_\_\_\_

## **LIST OF EXHIBITS**

|             |  |
|-------------|--|
| Exhibit A   | <b>SUBJECT PROPERTY</b>                  |
| Exhibit B   | <b>PRELIMINARY PUD PLAN</b>              |
| Exhibit C   | <b>PHASING PLAN</b>                      |
| Exhibit D   | <b>LANDSCAPE PLAN</b>                    |
| Exhibit E   | <b>PRELIMINARY PLAT</b>                  |
| Exhibit F   | <b>PRELIMINARY COMMERCIAL PUD PLAN</b>   |
| Exhibit G   | <b>SCHEDULE OF SPECIAL CONDITIONS</b>    |
| Exhibit G-1 | <b>SUPPLEMENTAL GRADING REQUIREMENTS</b> |
| Exhibit G-2 | <b>HOA/SSA MAINTENANCE PLAN</b>          |
| Exhibit H   | <b>HOME STYLES</b>                       |
| Exhibit I   | <b>COMMERCIAL TRACT REDESIGN</b>         |

**EXHIBIT A**

**SUBJECT PROPERTY**

**LEGAL DESCRIPTION – “THE GRASSLANDS”**

THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE DEED DATED MARCH 3, 1945 AND RECORDED IN THE COUNTY OR LESS. ALSO EXCEPTING

THEREFROM RECORDER'S OFFICE IN COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 13490455 AND RECORDED IN BOOK 39843 ON PAGE 204, EXCEPTING THEREFROM;

THAT PART OF SAID PREMISES CONVEYED TO THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD, AS RECORDED BY DOCUMENT NUMBER 414744, ALSO EXCEPTING;

THAT PART CONVEYED TO HENRY A. SCANDREL T, WALTER J. CUMMINGS AND GEORGE I. HAIGHT, TRUSTEES OF THE PROPERTY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, THEIR SUCCESSORS AND ASSIGNS AND RECORDED AS DOCUMENT NUMBER 12905600, FILED FOR RECORD JUNE 8, 1942, RECORD BOOK 37528, PAGE 311 CONTAINING 9.7153 ACRES, MORE OR LESS, AND THAT PART CONVEYED FROM JENNIE ALPERIN AND NORMAN ALPERIN TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION RECORDED AS DOCUMENT NUMBER 92087412 CONTAINING 0.126 ACRES, MORE OR LESS, AND THAT PART CONVEYED TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION RECORDED AS DOCUMENT NUMBER 92087414, CONTAINING 0.673 ACRES, MORE OR LESS, AND THAT PART CONVEYED TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION RECORDED AS DOCUMENT NUMBER 92087416, CONTAINING 1.772 ACRES, MORE OR LESS ALSO EXCEPTING THEREFROM:

**TRACT 1:**

THAT PART OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OR SAID NORTHEAST 1/4, THENCE WEST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 62.5 FEET FOR A PLACE OF BEGINNING; THENCE WEST ALONG SAID NORTH LINE 400.0 FEET; THENCE SOUTH 4 DEGREES 24 MINUTES WEST, 182.5 FEET; THENCE SOUTH 8 DEGREES 57 MINUTES WEST, 89.5 FEET; THENCE SOUTH 11 DEGREES 28 MINUTES WEST, 86.5 FEET; THENCE SOUTH 13 DEGREES 24 MINUTES WEST, 100.0 FEET; THENCE SOUTH 18 DEGREES 9 MINUTES WEST 80.0 FEET; THENCE SOUTH 19 DEGREES 42 MINUTES WEST, 92.8 FEET; THENCE SOUTH 22 DEGREES 20 MINUTES WEST, 89.5 FEET; THENCE SOUTH 24 DEGREES 48 MINUTES WEST, 92.8 FEET; THENCE SOUTH 32 DEGREES 33 MINUTES WEST, 62.5 FEET; THENCE SOUTH 26 DEGREES 42 MINUTES WEST, 272.4 FEET; THENCE SOUTH 68 DEGREES 9 MINUTES EAST, 398.9 FEET TO THE WESTERLY LINE OF THE PUBLIC HIGHWAY (ROUTE 59); THENCE NORTH 26 DEGREES 19 MINUTES EAST, 357.5 FEET ALONG SAID WESTERLY LINE TO A POINT OF CURVE; THENCE ON A CURVE TO THE LEFT, TANGENT TO LAST DESCRIBED COURSE AND HAVING A RADIUS OF 2171.68 FEET, FOR A DISTANCE OF 942.5 FEET TO THE PLACE OF BEGINNING, CONTAINING 13 ACRES, MORE OR LESS ALSO EXCEPTING THEREFROM:

**TRACT 2:**

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID NORTHEAST 1/4 WITH THE CENTER LINE OF STATE ROUTE 59; THENCE ALONG SAID CENTER LINE 498.9 FEET; THENCE ALONG A LINE THAT FORMS AN ANGLE OF 90 DEGREES OF 0MINUTES TO THE LEFT WITH THE PROLONGATION OF SAID CENTER LINE, 50.0 FEET TO THE WESTERLY LINE OF AFORESAID STATE ROUTE 59, FOR A PLACE OF BEGINNING;

THENCE NORTH 26 DEGREES 19 MINUTES EAST ALONG THE AFORESAID WESTERLY LINE OF STATE ROUTE 59, 235.1 FEET; THENCE NORTH 22 DEGREES 10 MINUTES EAST ALONG SAID WESTERLY LINE, 328.0 FEET TO A POINT IN A LINE OF 25.0 FEET SOUTHERLY FROM AND PARALLEL WITH THE SOUTHERLY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD; THENCE NORTH 63 DEGREES 44 MINUTES WEST ALONG SAID PARALLEL LINE, 462.33 FEET; THENCE SOUTH 17 DEGREES 22 MINUTES WEST, 397.0 FEET; THENCE SOUTH 5 DEGREES 11 MINUTES EAST,

200.0 FEET; THENCE SOUTH 63 DEGREES 44 MINUTES EAST, 319.5 FEET TO THE PLACE OF BEGINNING, CONTAINING 5.465 ACRES, MORE OR LESS ALSO EXCEPTING THEREFROM;

TRACT 3:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF WEST BARTLETT ROAD AS ORIGINALLY DEDICATED WITH THE CENTER LINE OF STATE ROUTE NO. 59 AS SHOWN ON THE PLAT OF DEDICATION RECORDED MAY 7, 1935 AS DOCUMENT NUMBER 11611940; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID ROUTE NO. 59, 473.8 FEET FOR A PLACE OF BEGINNING; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID ROUTE NO. 59, 300.0 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO LAST MENTIONED CENTER LINE 340.4 FEET; THENCE SOUTHWESTERLY PARALLEL WITH THE CENTER LINE OF SAID ROUTE NO. 59, 300.0 FEET; THENCE NORTHWESTERLY ALONG A LINE AT RIGHT ANGLES TO LAST MENTIONED CENTER LINE 340.4 FEET TO THE PLACE OF BEGINNING (EXCEPTING THEREFROM THAT PART THEREOF FALLING IN THE RIGHT OF WAY OF SAID ROUTE NO. 59) IN COOK COUNTY, ILLINOIS, CONTAINING 2 ACRES, MORE OR LESS,

ALSO EXCEPTING THEREFROM;

THAT PART AS SHOWN IN THE PLAT OF DEDICATION RECORDED MAY 7, 1935 AS DOCUMENT 11611340. ALSO EXCEPTING: THAT PART OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES, 15 MINUTES, 38 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 697.50 FEET TO THE INTERSECTION OF SAID EAST LINE WITH THE EASTERLY RIGHT OF-WAY LINE OF ILLINOIS STATE ROUTE 59 PER WARRANTY DEED RECORDED FEBRUARY 11, 1992 AS DOCUMENT NUMBER 92087416 FOR THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES, 15 MINUTES 38 SECONDS EAST ALONG SAID EAST LINE, 1152.33 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE (100 FEET WIDE) OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD PER DOCUMENT NUMBER 414744; THENCE NORTH 65 DEGREES, 05 MINUTES, 32 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 430.54 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID ILLINOIS STATE ROUTE 59; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF THE FOLLOWING FOUR (4) COURSES AND DISTANCES: (1) NORTH 28 DEGREES, 47 MINUTES, 55 SECONDS EAST, 288.63 FEET TO A NONTANGENT CURVE: (2) ALONG AN ARC OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 2968.51 FEET, HAVING A CHORD BEARING OF NORTH 25 DEGREES 01 MINUTES 17 SECONDS EAST, 207.24 FEET TO A NONTANGENT LINE: (3) NORTH 18 DEGREES, 17 MINUTES, 43 SECONDS EAST, 207.09 FEET TO A NONTANGENT CURVE: (4) ALONG AN ARC OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 2958.65 FEET; HAVING A CHORD BEARING OF NORTH 15 DEGREES, 39 MINUTES, 47 SECONDS EAST, 346.76 FEET (347.30 FEET RECORD) TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**EXHIBIT B**

**PRELIMINARY PUD PLAN**

SEE SHEET 2 FOR TOWNHOME POD DETAILS

**OVERALL SITE DATA**

| LAND USE                        | UNITS      | ACRES         | PERCENT        |
|---------------------------------|------------|---------------|----------------|
| TRADITIONAL SINGLE FAMILY LOTS  | 81         | 19.13         | 9.96%          |
| ACTIVE ADULT COTTAGE HOMES LOTS | 60         | 10.62         | 5.53%          |
| ACTIVE ADULT DUPLEX LOTS        | 90         | 12.65         | 6.59%          |
| URBAN TOWNHOMES                 | 116        | 10.32         | 5.37%          |
| OPEN SPACE                      |            | 91.11         | 47.44%         |
| COMMERCIAL                      |            | 5.86          | 3.05%          |
| PARK DEDICATION                 |            | 20.98         | 10.92%         |
| RIGHT-OF-WAY DEDICATION         |            | 21.37         | 11.13%         |
| <b>TOTAL</b>                    | <b>347</b> | <b>192.04</b> | <b>100.00%</b> |

**DESIGN STANDARDS**

|                                   |            |
|-----------------------------------|------------|
| <b>TRADITIONAL SINGLE FAMILY</b>  |            |
| SETBACKS:                         |            |
| FRONT                             | 25'        |
| SIDE CORNER                       | 25'        |
| SIDE INTERIOR                     | 7.5'       |
| REAR                              | 35'        |
| MINIMUM LOT WIDTH                 | 70'        |
| MINIMUM LOT AREA                  | 9,100 S.F. |
| MAXIMUM LOT COVERAGE              | 40%        |
| <b>ACTIVE ADULT SINGLE FAMILY</b> |            |
| SETBACKS:                         |            |
| FRONT                             | 20'        |
| SIDE CORNER                       | 20'        |
| SIDE INTERIOR                     | 5'         |
| REAR                              | 25'        |
| MINIMUM LOT WIDTH                 | 51'        |
| MINIMUM LOT AREA                  | 6,375 S.F. |
| MAXIMUM LOT COVERAGE              | 53%        |
| <b>ACTIVE ADULT DUPLEX</b>        |            |
| SETBACKS:                         |            |
| FRONT                             | 20'        |
| SIDE CORNER                       | 20'        |
| SIDE INTERIOR                     | 5'         |
| REAR                              | 25'        |
| MINIMUM LOT WIDTH                 | 70'        |
| MINIMUM LOT AREA                  | 9,590 S.F. |
| MAX LOT COVERAGE                  | 56%        |
| <b>TOWNHOME</b>                   |            |
| SETBACKS:                         |            |
| FRONT                             | 15'        |
| SIDE TO R.O.W.                    | 15'        |
| FRONT TO ADJ. USE                 | 50'        |
| SIDE TO ADJ. USE                  | 45'        |
| <b>SEPARATIONS:</b>               |            |
| FRONT TO FRONT                    | 60'        |
| SIDE TO SIDE                      | 20'        |
| SIDE TO REAR                      | 50'        |
| REAR TO REAR                      | 60'        |

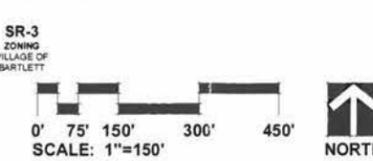
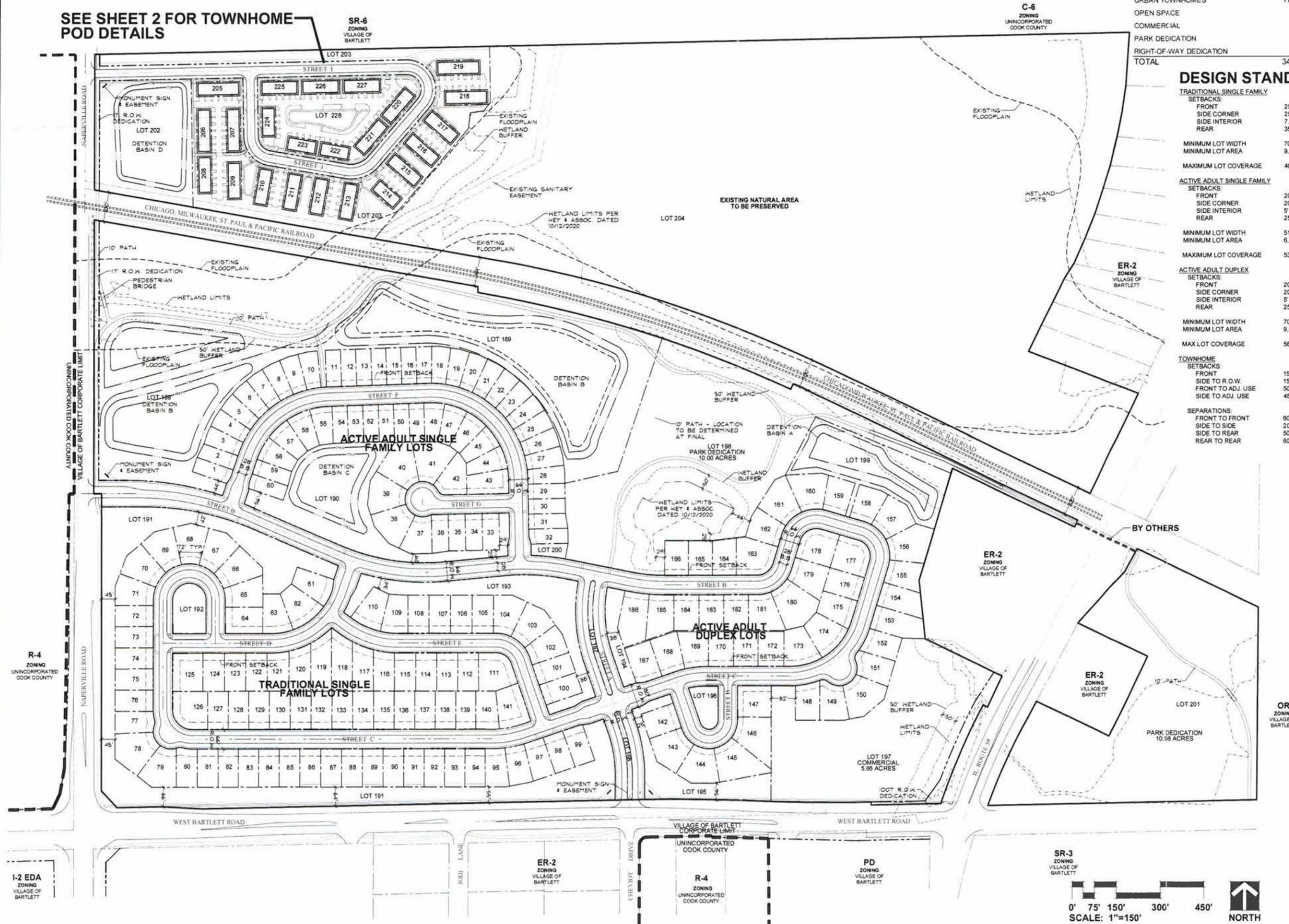
**GRWA**  
**GARY R. WEBER ASSOCIATES, INC.**  
 LAND PLANNING  
 ECOLOGICAL CONSULTING  
 LANDSCAPE ARCHITECTURE  
 402 W. LIBERTY DRIVE  
 WHEATON, ILLINOIS 60187  
 PHONE: 630-668-7197

DEVELOPER  
**CROWN COMMUNITY DEVELOPMENT**  
 1751 A WEST DEER ROAD  
 NAPERVILLE, ILLINOIS 60563  
 CIVIL ENGINEER  
**ESM CIVIL SOLUTIONS, LLC.**  
 4320 WINFIELD ROAD, #200  
 WARRENVILLE, ILLINOIS 60555

**THE GRASSLANDS**  
 BARTLETT, ILLINOIS  
**PRELIMINARY PUD PLAN**

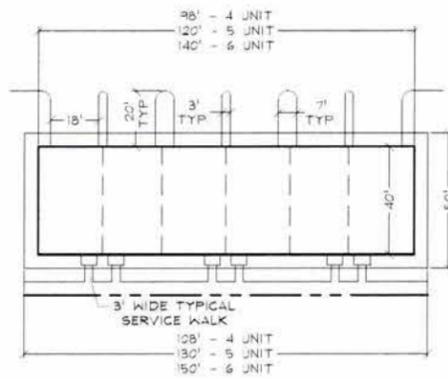
| REVISIONS | DATE      |
|-----------|-----------|
| 3         | 6.25.2021 |
| 2         | 5.07.2021 |
| 1         | 3.29.2021 |

DATE: 1.29.2021  
 PROJECT NO.: CRN2001  
 DRAWN: GFB  
 CHECKED: MGM  
 SHEET NO.:

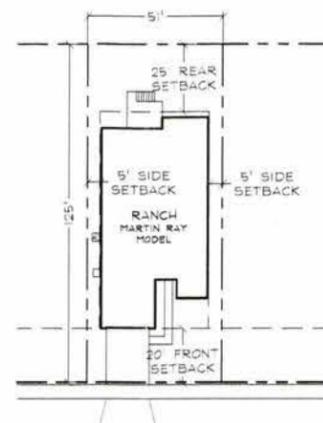


### TOWNHOME SITE DATA

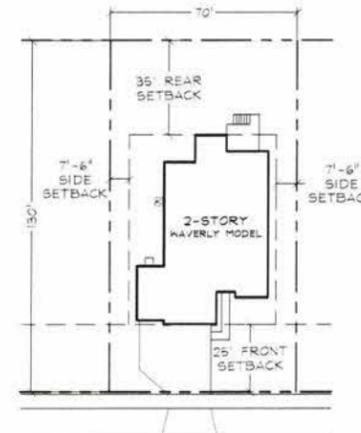
| Net Site Area*                        | Square Footage    | Acres         |               |
|---------------------------------------|-------------------|---------------|---------------|
| Includes Lots 202 thru 228 & Street I | 3,052,696         | 70.080        |               |
| Town Home Units                       | 118               |               |               |
| Net Density                           | 7.3 du / ac       |               |               |
| Building Coverage                     | Square Footage    | Acres         | % of Site     |
|                                       | 108,800           | 2.498         | 3.56%         |
| Pavement Coverage                     | Square Footage    | Acres         | % of Site     |
| Alleys & Driveways                    | 117,514           | 2.698         | 3.85%         |
| Walks                                 | 14,945            | 0.343         | 0.49%         |
| Covered Stoops                        | 2,784             | 0.064         | 0.09%         |
| <b>Total Pavement</b>                 | <b>135,243</b>    | <b>3.105</b>  | <b>4.43%</b>  |
| Total Impervious Coverage             | Square Footage    | Acres         | % of Site     |
|                                       | 244,043           | 5.602         | 7.99%         |
| Open Space                            | Square Footage    | Acres         | % of Site     |
| Detention Pond                        | 127,095           | 2.918         | 4.16%         |
| Preservation Easement                 | 51,762            | 1.188         | 1.70%         |
| Wetland (Out of 204)                  | 2,361,479         | 54.212        | 77.36%        |
| Common Areas                          | 153,239           | 3.518         | 5.02%         |
| <b>Total Open Space</b>               | <b>2,693,575</b>  | <b>61.836</b> | <b>88.24%</b> |
| Dedicated Right-of-Way                | Square Footage    | Acres         | % of Site     |
|                                       | 115,078           | 2.642         | 3.77%         |
| Parking                               | Spaces            |               |               |
| 2 Car Garage                          | 232 Spaces        |               |               |
| Off Street Drive Parking              | 232 Spaces        |               |               |
| Guest Off Street Parking              | 39 Spaces         |               |               |
| <b>Total Parking</b>                  | <b>503 Spaces</b> |               |               |
| Total Cars / Unit                     | 4.33              |               |               |



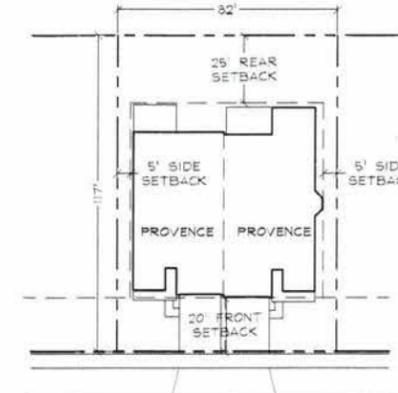
**TYPICAL TOWNHOME SETBACK DETAIL**  
SCALE: 1"=30'



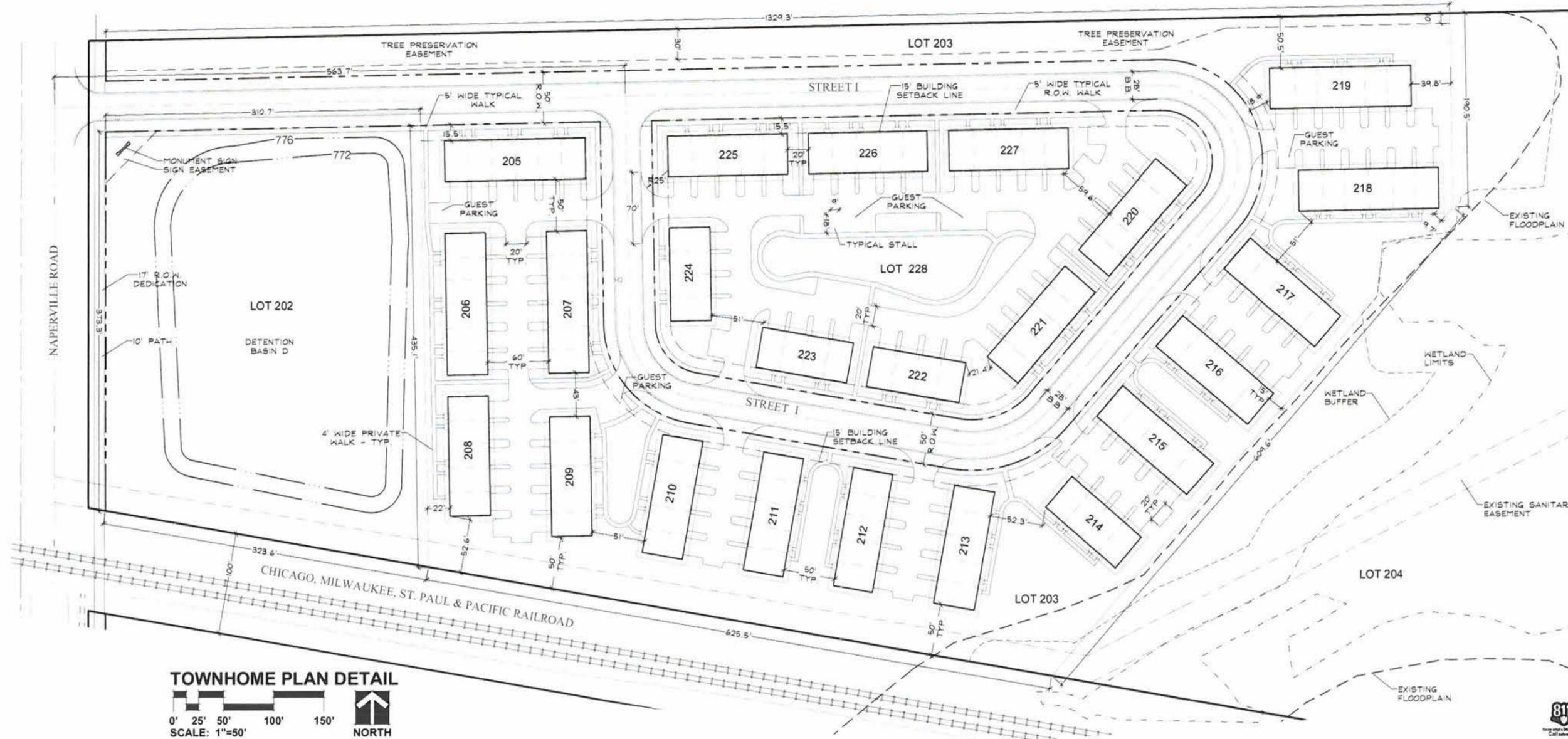
**TYPICAL ACTIVE ADULT SINGLE FAMILY LOT**  
SCALE: 1"=30'



**TYPICAL SINGLE FAMILY LOT**  
SCALE: 1"=30'



**TYPICAL ACTIVE ADULT DUPLEX LOT**  
SCALE: 1"=30'



**TOWNHOME PLAN DETAIL**  
SCALE: 1"=50'

**GRWA**  
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ECOLOGICAL CONSULTING  
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PHONE: 630-668-7197

DEVELOPER  
**CROWN COMMUNITY DEVELOPMENT**  
1751 A WEST DEHL ROAD  
NAPERVILLE, ILLINOIS 60563  
CIVIL ENGINEER  
**ESM CIVIL SOLUTIONS, LLC.**  
4320 WINFIELD ROAD, #200  
WARRENVILLE, ILLINOIS 60555

**THE GRASSLANDS**  
BARTLETT, ILLINOIS  
**PRELIMINARY PUD PLAN DETAILS**

| NO. | DATE      | DESCRIPTION |
|-----|-----------|-------------|
| 3   | 6/25/2021 |             |
| 2   | 5/07/2021 |             |
| 1   | 3/29/2021 |             |

DATE: 1/28/2021  
PROJECT NO.: CRN2001  
DRAWN: GFB  
CHECKED: MGM  
SHEET NO.:

**EXHIBIT C**  
**PHASING PLAN**



GARY R. WEBER  
ASSOCIATES, INC.  
LAND PLANNING  
ECOLOGICAL CONSULTING  
LANDSCAPE ARCHITECTURE  
403 W. LIBERTY DRIVE  
WHEATON, ILLINOIS 60187  
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DEVELOPER  
CROWN COMMUNITY  
DEVELOPMENT  
1751 A WEST DEHL ROAD  
NAPERVILLE, ILLINOIS 60563  
CIVIL ENGINEER  
ESM CIVIL SOLUTIONS, LLC.  
4320 WINFIELD ROAD, #200  
WARRENVILLE, ILLINOIS 60555

### SITE DATA

| PHASE 1                         |            |               |                |
|---------------------------------|------------|---------------|----------------|
| LAND USE                        | UNITS      | ACRES         | PERCENT        |
| TRADITIONAL SINGLE FAMILY LOTS  | 81         | 19.13         | 16.54%         |
| ACTIVE ADULT COTTAGE HOMES LOTS | 60         | 10.62         | 9.18%          |
| ACTIVE ADULT DUPLEX LOTS        | 90         | 12.65         | 10.93%         |
| OPEN SPACE                      | -          | 34.01         | 29.40%         |
| PARK DEDICATION                 | -          | 20.98         | 18.13%         |
| RIGHT-OF-WAY DEDICATION         | -          | 18.30         | 15.82%         |
| <b>PHASE 1 TOTAL</b>            | <b>231</b> | <b>115.69</b> | <b>100.00%</b> |

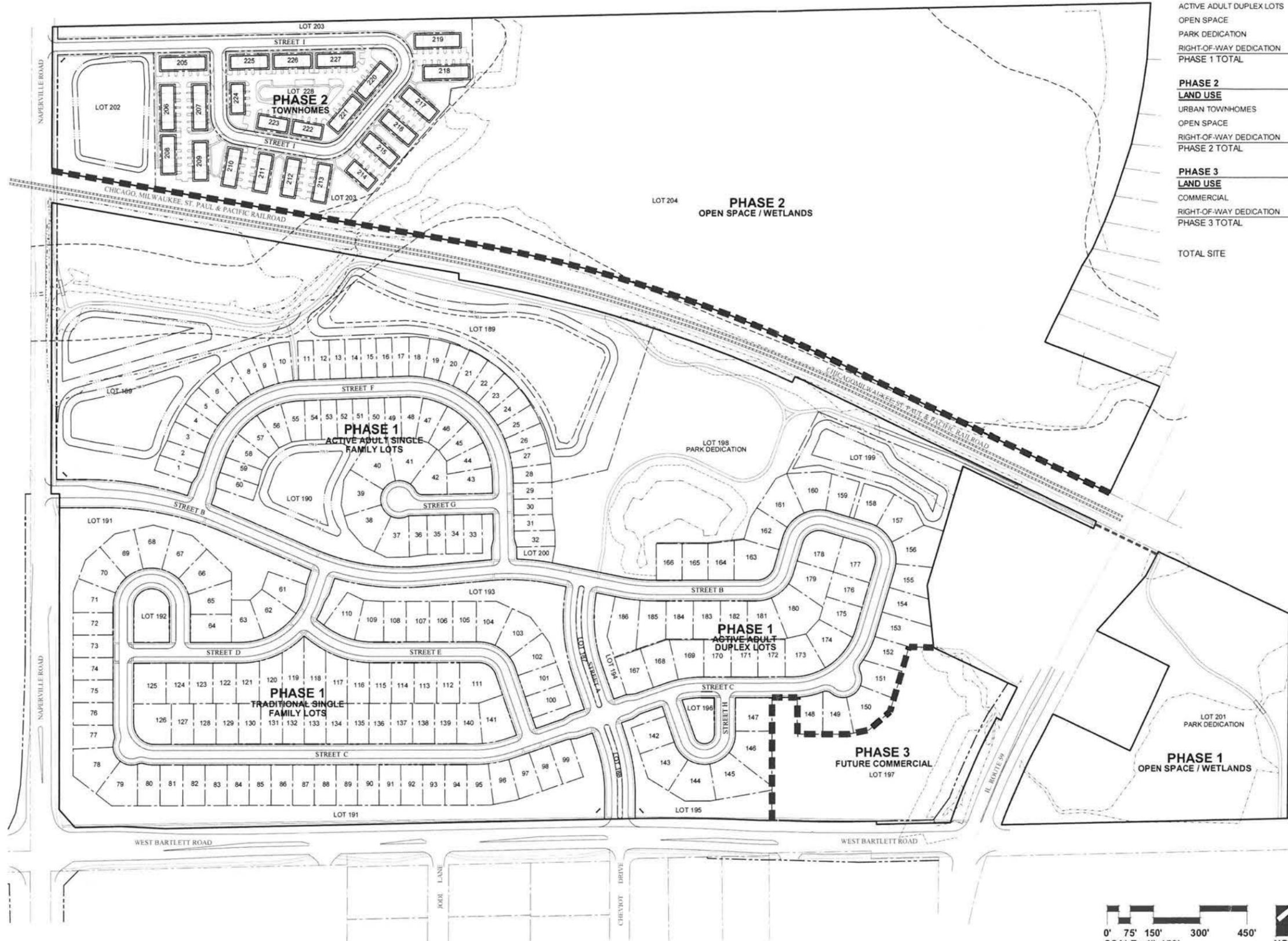
| PHASE 2                 |            |              |                |
|-------------------------|------------|--------------|----------------|
| LAND USE                | UNITS      | ACRES        | PERCENT        |
| URBAN TOWNHOMES         | 116        | 10.32        | 14.73%         |
| OPEN SPACE              | -          | 57.10        | 81.50%         |
| RIGHT-OF-WAY DEDICATION | -          | 2.64         | 3.77%          |
| <b>PHASE 2 TOTAL</b>    | <b>116</b> | <b>70.06</b> | <b>100.00%</b> |

| PHASE 3                 |          |             |                |
|-------------------------|----------|-------------|----------------|
| LAND USE                | UNITS    | ACRES       | PERCENT        |
| COMMERCIAL              | -        | 5.86        | 93.16%         |
| RIGHT-OF-WAY DEDICATION | -        | 0.43        | 6.84%          |
| <b>PHASE 3 TOTAL</b>    | <b>0</b> | <b>6.29</b> | <b>100.00%</b> |

|                   |            |               |  |
|-------------------|------------|---------------|--|
| <b>TOTAL SITE</b> | <b>347</b> | <b>192.04</b> |  |
|-------------------|------------|---------------|--|



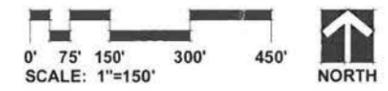
# THE GRASSLANDS

BARTLETT, ILLINOIS

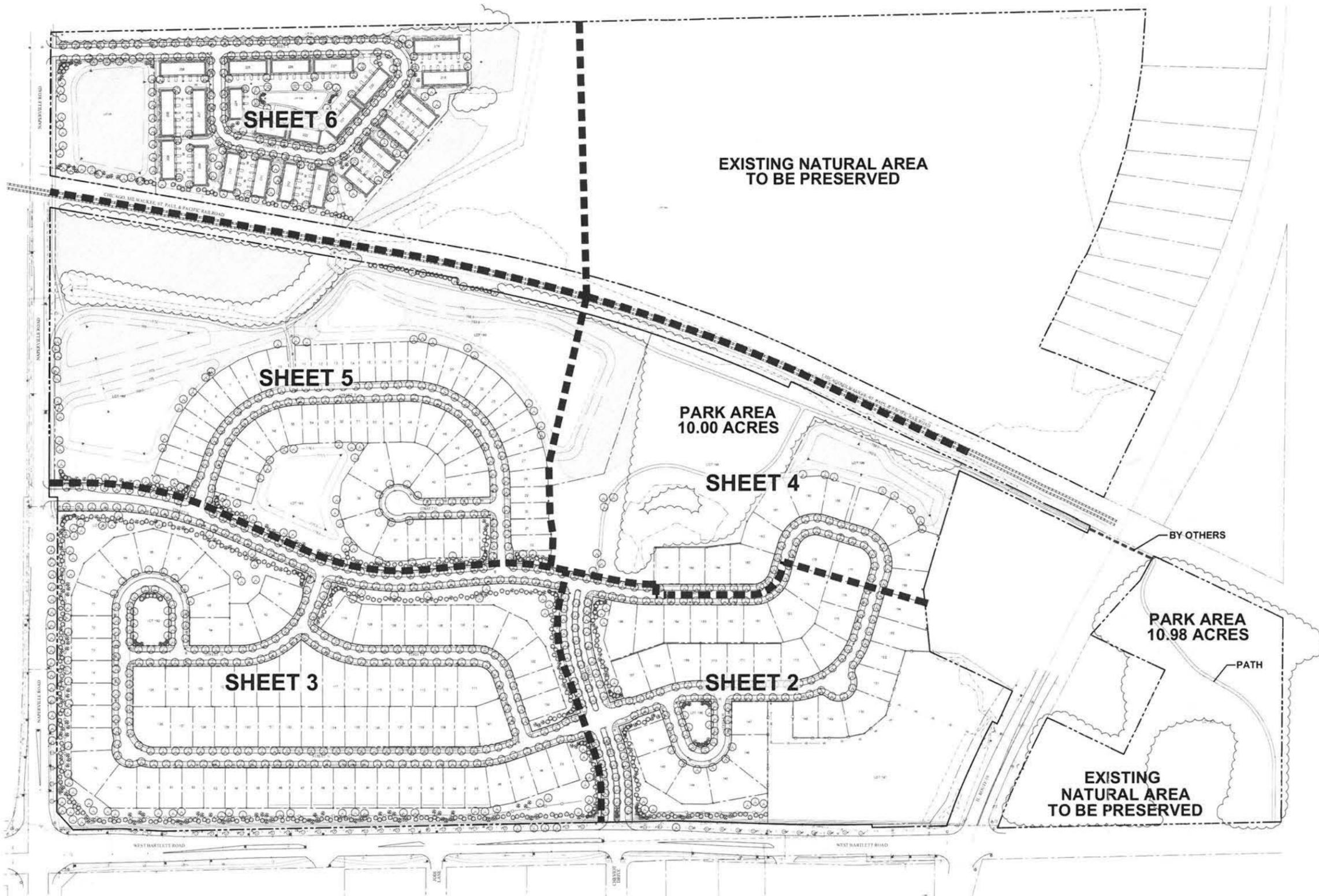
## PRELIMINARY PHASING PLAN

1 5.07.2021  
REVISIONS

DATE 3.29.2021  
PROJECT NO. CRN2001  
DRAWN GFB  
CHECKED MGM  
SHEET NO.



**EXHIBIT D**  
**LANDSCAPE PLAN**



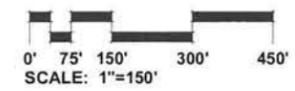
**GARY R. WEBER ASSOCIATES, INC.**  
 LAND PLANNING  
 ECOLOGICAL CONSULTING  
 LANDSCAPE ARCHITECTURE  
 402 W. LIBERTY DRIVE  
 WHEATON, ILLINOIS 60187  
 PHONE: 630-668-7197

DEVELOPER  
**CROWN COMMUNITY DEVELOPMENT**  
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 NAPERVILLE, ILLINOIS 60563  
 CIVIL ENGINEER  
**ESM CIVIL SOLUTIONS, LLC.**  
 4320 WINFIELD ROAD, #200  
 WARRENVILLE, ILLINOIS 60555

**THE GRASSLANDS**  
 BARTLETT, ILLINOIS  
**OVERALL LANDSCAPE PLAN**

**GENERAL LANDSCAPE NOTES**

- Contractor shall verify underground utility lines and is responsible for any damage.
- Contractor shall verify all existing conditions in the field prior to construction and shall notify landscape architect of any variance.
- Material quantities shown are for contractors convenience only. The Contractor must verify all material and supply sufficient materials to complete the job per plan.
- The landscape architect reserves the right to inspect plant materials either at place of growth or at site before planting, for compliance with requirements of variety, size and quality.
- Work shall conform to American Standard for Nursery Stock, State of Illinois Horticultural Standards, and Local Municipal requirements.
- Contractor shall secure and pay for all permits, fees, and inspections necessary for the proper execution of this work and comply with all codes applicable to this work.
- See General Conditions and Specifications for landscape work for additional requirements.



| REVISIONS | DATE      |
|-----------|-----------|
| 2         | 5.07.2021 |
| 1         | 3.29.2021 |

|             |           |
|-------------|-----------|
| DATE        | 2.24.2021 |
| PROJECT NO. | CRN2001   |
| DRAWN       | GFB       |
| CHECKED     | MGM       |
| SHEET NO.   |           |



**REPRESENTATIVE PLANT LIST**

| Key                     | Botanical/Common Name  | Size        | Remarks    |
|-------------------------|--|-------------|------------|
| <b>SHADE TREES</b>      |  |             |            |
|                         | Acer x freemanii 'Autumn Blaze' MAPLE                                | 2 1/2" Cal. |            |
|                         | Acer saccharum 'Sugar' MAPLE   | 2 1/2" Cal. |            |
|                         | Celtis occidentalis COMMON HACKBERRY                                 | 2 1/2" Cal. |            |
|                         | Gleditsia triacanthos inermis 'Skyline' SKYLINE HONEYLOCUST          | 2 1/2" Cal. |            |
|                         | Platanus x acerifolia 'Horton's Grace' EXCLAMATION! LONDON PLANETREE | 2 1/2" Cal. |            |
|                         | Quercus bicolor SWAMP WHITE OAK                                      | 2 1/2" Cal. |            |
|                         | Quercus rubra RED OAK  | 2 1/2" Cal. |            |
|                         | Tilia americana 'Redmond' REDMOND AMERICAN LINDEN                    | 2 1/2" Cal. |            |
|                         | Tilia cordata LITTLELEAF LINDEN LINDEN                               | 2 1/2" Cal. |            |
|                         | Ulmus carpinifolia 'Regal' REGAL SMOOTHLEAF ELM                      | 2 1/2" Cal. |            |
| <b>ORNAMENTAL TREES</b> |  |             |            |
|                         | Amelanchier grandiflora APPLE SERVICEBERRY                           | 6' Tall     | Multi-stem |
|                         | Betula nigra RIVER BIRCH   | 6' Tall     | Multi-stem |
|                         | Cercis canadensis EASTERN REDBUD                                     | 6' Tall     | Multi-stem |
|                         | Cornus mas CORNELIANCHERRY DOGWOOD                                   | 6' Tall     | Multi-stem |
|                         | Crataegus crus-galli inermis THORNLESS COCKSPUR HAWTHORN             | 6' Tall     | Multi-stem |
|                         | Malus 'Prairiefire' PRAIRIEFIRE GRABAPPLE                            | 6' Tall     | Multi-stem |
|                         | Syringa pekinensis 'Morton' CHINA SNOW PEKING LILAC                  | 6' Tall     | Multi-stem |

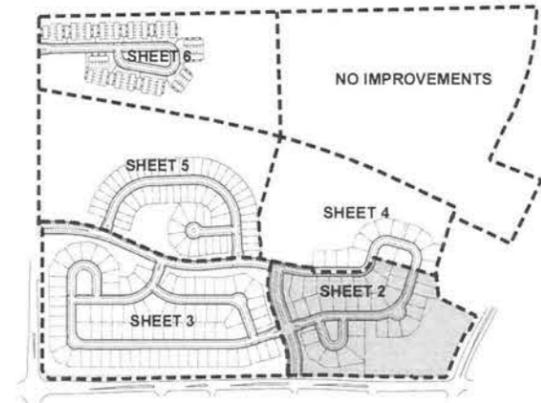
| Key                     | Botanical/Common Name                                   | Size     | Remarks |
|-------------------------|---|----------|---------|
| <b>EVERGREEN TREES</b>  |   |          |         |
|                         | Abies concolor WHITE FIR                                | 6' Tall  |         |
|                         | Picea glauca 'Denata' BLACK HILLS SPRUCE                | 6' Tall  |         |
|                         | Picea omorika SERBIAN SPRUCE                            | 6' Tall  |         |
|                         | Picea pungens GREEN COLORADO SPRUCE                     | 6' Tall  |         |
|                         | Pinus strobus WHITE PINE                                | 6' Tall  |         |
| <b>DECIDUOUS SHRUBS</b> |   |          |         |
|                         | Cornus sericea 'Bailey' BAILEY'S REDTWIN DOGWOOD        | 36" Tall | 5' O.C. |
|                         | Cotoneaster acutifolia PEKING COTONEASTER               | 36" Tall | 4' O.C. |
|                         | Spiraea betulifolia 'Tyr' BIRCHLEAF SPIREA              | 24" Tall | 3' O.C. |
|                         | Syringa meyeri 'Palibin' DWARF KOREAN LILAC             | 24" Tall | 4' O.C. |
|                         | Viburnum dentatum ARROWWOOD VIBURNUM                    | 36" Tall | 6' O.C. |
|                         | Viburnum trilobum 'Highal' HAH'S CRANBERRYBUSH VIBURNUM | 36" Tall | 4' O.C. |

| Key                       | Botanical/Common Name   | Size     | Remarks  |
|---------------------------|---|----------|----------|
| <b>EVERGREEN SHRUBS</b>   |   |          |          |
|                           | Juniperus chinensis v. argentea 'Vinda' GREEN SARGENT JUNIPER       | 24" Wide | 5' O.C.  |
|                           | Juniperus chinensis 'Sea Green' SEA GREEN JUNIPER                   | 24" Wide | 4' O.C.  |
|                           | Juniperus chinensis 'Kaiyus Compact' KALLAY COMPACT PRITZER JUNIPER | 24" Wide | 4' O.C.  |
|                           | Taxus x media 'Densiflora' DENSE YEW                                | 24" Wide | 4' O.C.  |
| <b>ORNAMENTAL GRASSES</b> |   |          |          |
|                           | Calamagrostis x acutiflora 'Karl Foerster' FEATHER REED GRASS       | #        | 30" O.C. |
|                           | Panicum virgatum 'Northwind' NORTHWIND SWITCHGRASS                  | #        | 24" O.C. |
|                           | Pennisetum alopecuroides 'Hammer' DWARF FOUNTAIN GRASS              | #        | 24" O.C. |
|                           | Sporobolus heterolepis PRAIRIE DROPSIED                             | #        | 24" O.C. |

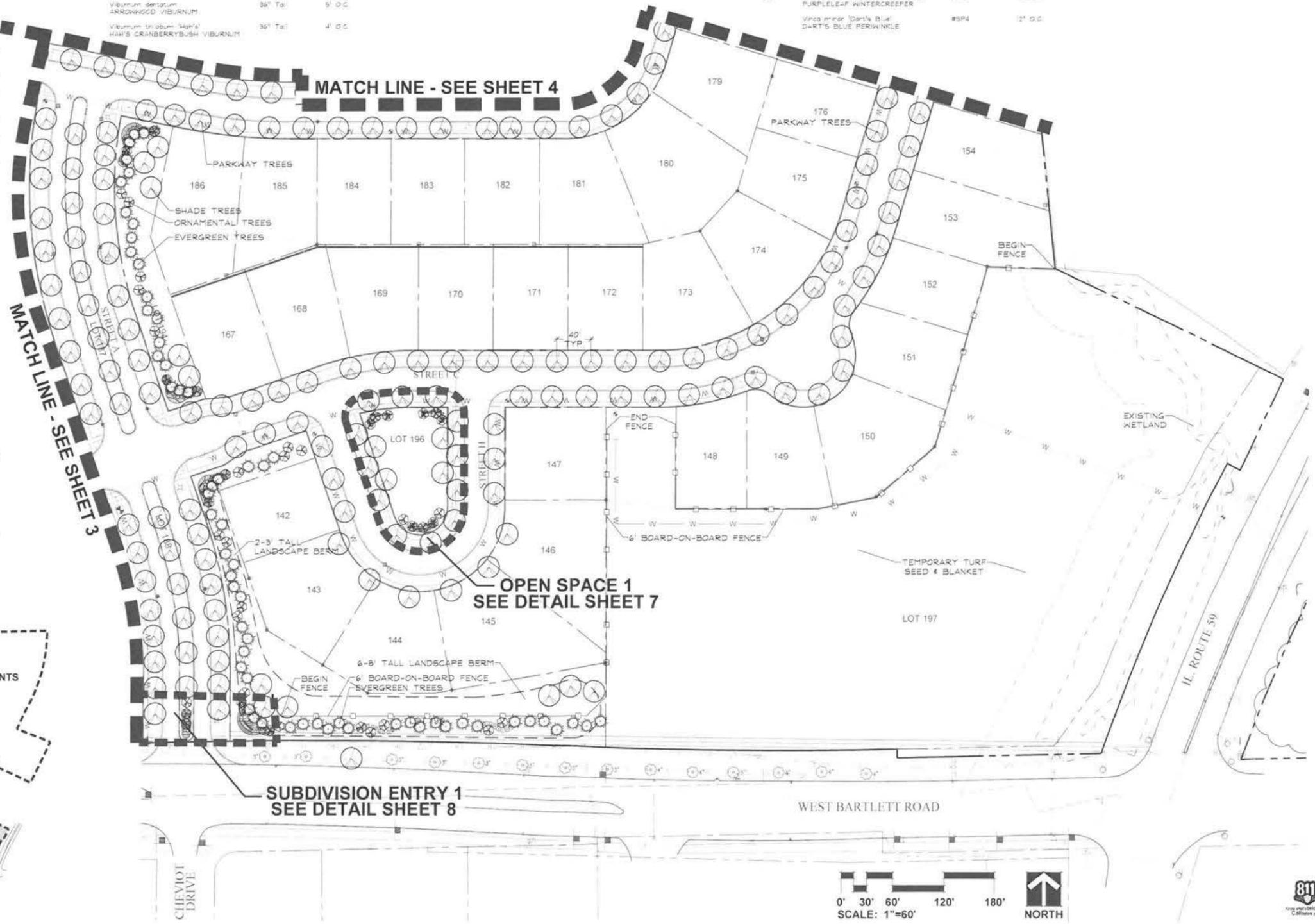
| Key                 | Botanical/Common Name  | Size | Remarks  |
|---------------------|--|------|----------|
| <b>PERENNIALS</b>   |  |      |          |
|                     | Carexpsis verticillata 'Dagreb' DAGREB COREOPSIS             | #    | 18" O.C. |
|                     | Hosta sieboldiana 'Frances Williams' FRANCES WILLIAMS HOSTA  | #    | 24" O.C. |
|                     | Hemerocallis 'Happy Returns' HAPPY RETURNS DAYLILY           | #    | 18" O.C. |
|                     | Liatris spicata 'Kobold' BLAZING STAR                        | #    | 18" O.C. |
|                     | Pennisetum alopecuroides 'Hammer' DWARF FOUNTAIN GRASS       | #2   | 24" O.C. |
|                     | Rubecula fugida 'Goldatum' BLACK-EYED SUSAN                  | #    | 18" O.C. |
|                     | Salvia nemorosa 'East Friesland' EAST FRIESLAND SALVIA       | #    | 18" O.C. |
|                     | Sporobolus heterolepis PRAIRIE DROPSIED                      | #    | 18" O.C. |
| <b>GROUNDCOVERS</b> |  |      |          |
|                     | Euphyasia fortunei var. 'Coloratus' PURPLELEAF WINTERCREEPER | #SP4 | 12" O.C. |
|                     | Viola minor 'Dart's Blue' DART'S BLUE PERIWINKLE             | #SP4 | 12" O.C. |

**LEGEND**

|  |                    |  |                            |
|--|--------------------|--|----------------------------|
|  | SHADE TREES        |  | NATURALIZED PLANTINGS      |
|  | ORNAMENTAL TREES   |  | EXISTING WETLAND           |
|  | EVERGREEN TREES    |  | EXISTING VEGETATION LIMITS |
|  | DECIDUOUS SHRUBS   |  | EXISTING FLOODPLAIN        |
|  | EVERGREEN SHRUBS   |  | PROPOSED H.W.L. / N.K.L.   |
|  | PERENNIALS         |  |                            |
|  | ORNAMENTAL GRASSES |  |                            |
|  | GROUNDCOVERS       |  |                            |



**SHEET KEY**  
SCALE: N.T.S.



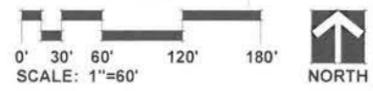
**GRWA**  
GARY R. WEBER  
ASSOCIATES, INC.  
LAND PLANNING  
ECOLOGICAL CONSULTING  
LANDSCAPE ARCHITECTURE  
402 W. LIBERTY DRIVE  
WHEATON, ILLINOIS 60187  
PHONE: 630-668-7197

DEVELOPER  
CROWN COMMUNITY  
DEVELOPMENT  
1751 A WEST DIEHL ROAD  
NAPERVILLE, ILLINOIS 60563  
CIVIL ENGINEER  
ESM CIVIL SOLUTIONS, LLC.  
4320 WINFIELD ROAD, #200  
WARRENVILLE, ILLINOIS 60555

**THE GRASSLANDS**  
BARTLETT, ILLINOIS  
**PRELIMINARY LANDSCAPE PLAN**

2 5/07/2021  
1 3/29/2021  
REVISIONS

DATE: 2/24/2021  
PROJECT NO.: GRN2001  
DRAWN: GFB  
CHECKED: MGM  
SHEET NO.:





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**THE GRASSLANDS**  
BARTLETT, ILLINOIS  
**PRELIMINARY LANDSCAPE PLAN**

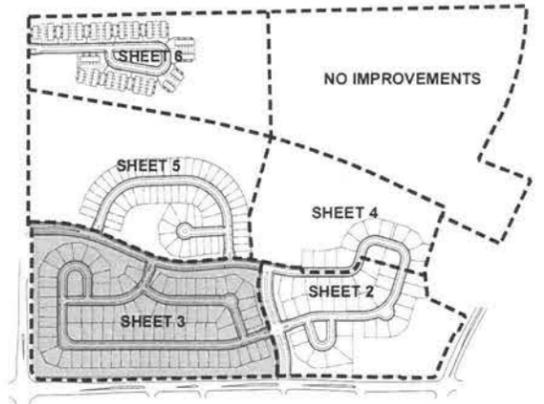
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|---|-----------|
| 2 | 5.07.2021 |
| 1 | 3.29.2021 |

REVISIONS

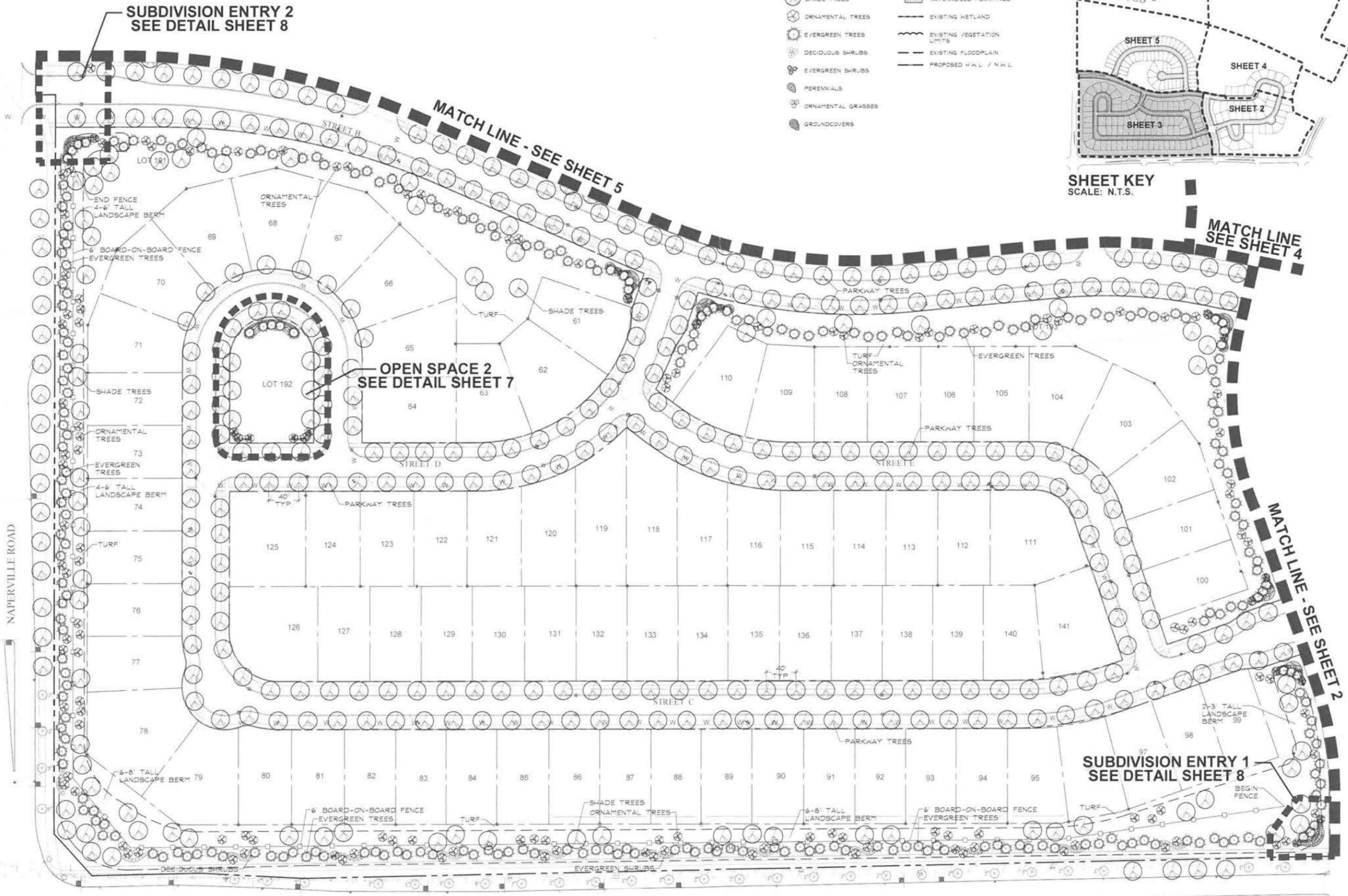
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| PROJECT NO. | CRN2001   |
| DRAWN       | GF8       |
| CHECKED     | MGM       |
| SHEET NO.   |           |

**LEGEND**

- ⊙ SHADE TREES
- ⊙ ORNAMENTAL TREES
- ⊙ EVERGREEN TREES
- ⊙ DECIDUOUS SHRUBS
- ⊙ EVERGREEN SHRUBS
- ⊙ PERENNIALS
- ⊙ ORNAMENTAL GRASSES
- ⊙ GROUNDCOVERS
- ▭ NATURALIZED PLANTINGS
- EXISTING WETLAND
- EXISTING VEGETATION LIMITS
- EXISTING FLOODPLAIN
- PROPOSED H/W/L / N/W/L

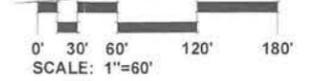


**SHEET KEY**  
SCALE: N.T.S.



NAPERVILLE ROAD

WEST BARTLETT ROAD



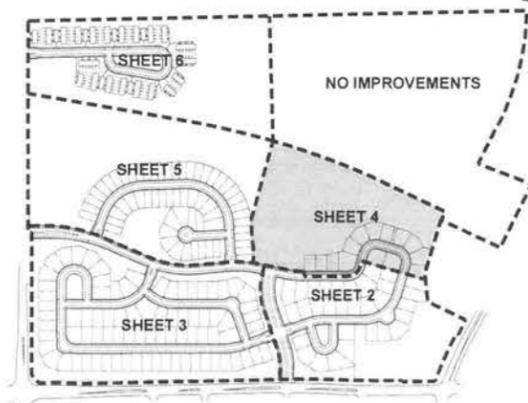
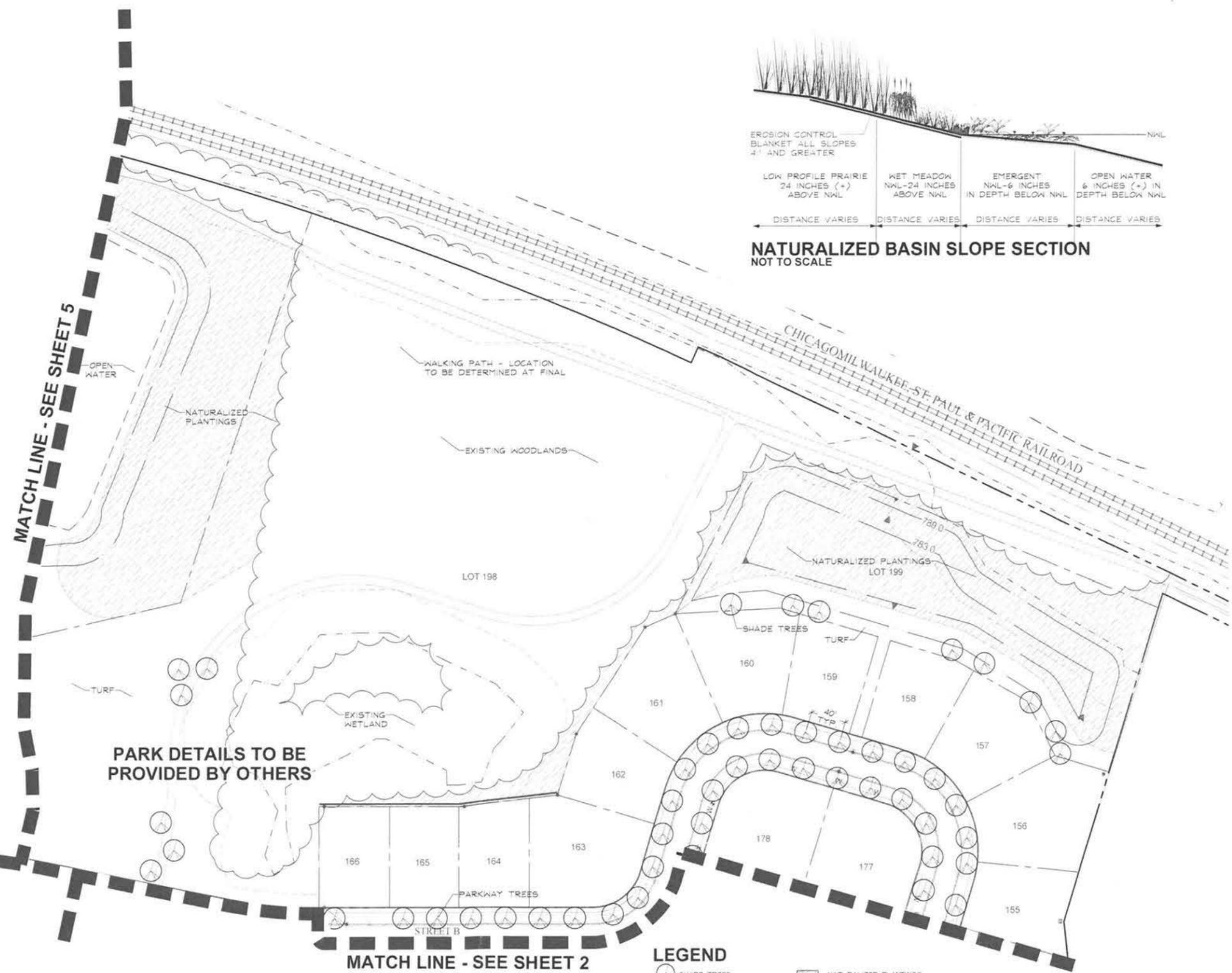
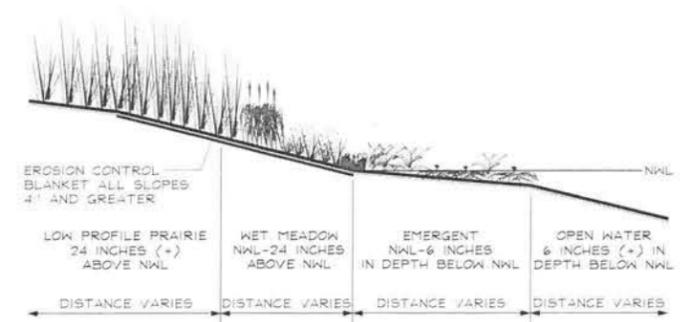


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ASSOCIATES, INC.  
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ECOLOGICAL CONSULTING  
LANDSCAPE ARCHITECTURE  
402 W. LIBERTY DRIVE  
WHEATON, ILLINOIS 60187  
PHONE: 630-668-7197

DEVELOPER  
CROWN COMMUNITY  
DEVELOPMENT  
1751 A WEST DEHL ROAD  
NAPERVILLE, ILLINOIS 60563

CIVIL ENGINEER  
ESM CIVIL SOLUTIONS, LLC.  
4320 WINFIELD ROAD #200  
WARRENVILLE, ILLINOIS 60555

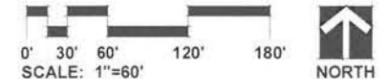
**THE GRASSLANDS**  
BARTLETT, ILLINOIS  
**PRELIMINARY LANDSCAPE PLAN**



**SHEET KEY**  
SCALE: N.T.S.

**LEGEND**

- ⊙ SHADE TREES
- ⊗ ORNAMENTAL TREES
- ⊕ EVERGREEN TREES
- ⊖ DECIDUOUS SHRUBS
- ⊗ EVERGREEN SHRUBS
- ⊙ PERENNIALS
- ⊗ ORNAMENTAL GRASSES
- ⊙ GROUNDCOVERS
- ▭ NATURALIZED PLANTINGS
- EXISTING WETLAND
- ~ EXISTING VEGETATION LIMITS
- - - EXISTING FLOODPLAIN
- PROPOSED H.W.L. / N.W.L.



|           |           |
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| 2         | 5.07.2021 |
| 1         | 3.29.2021 |
| REVISIONS |           |

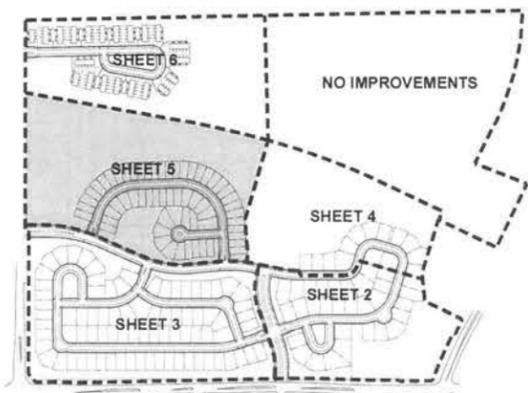
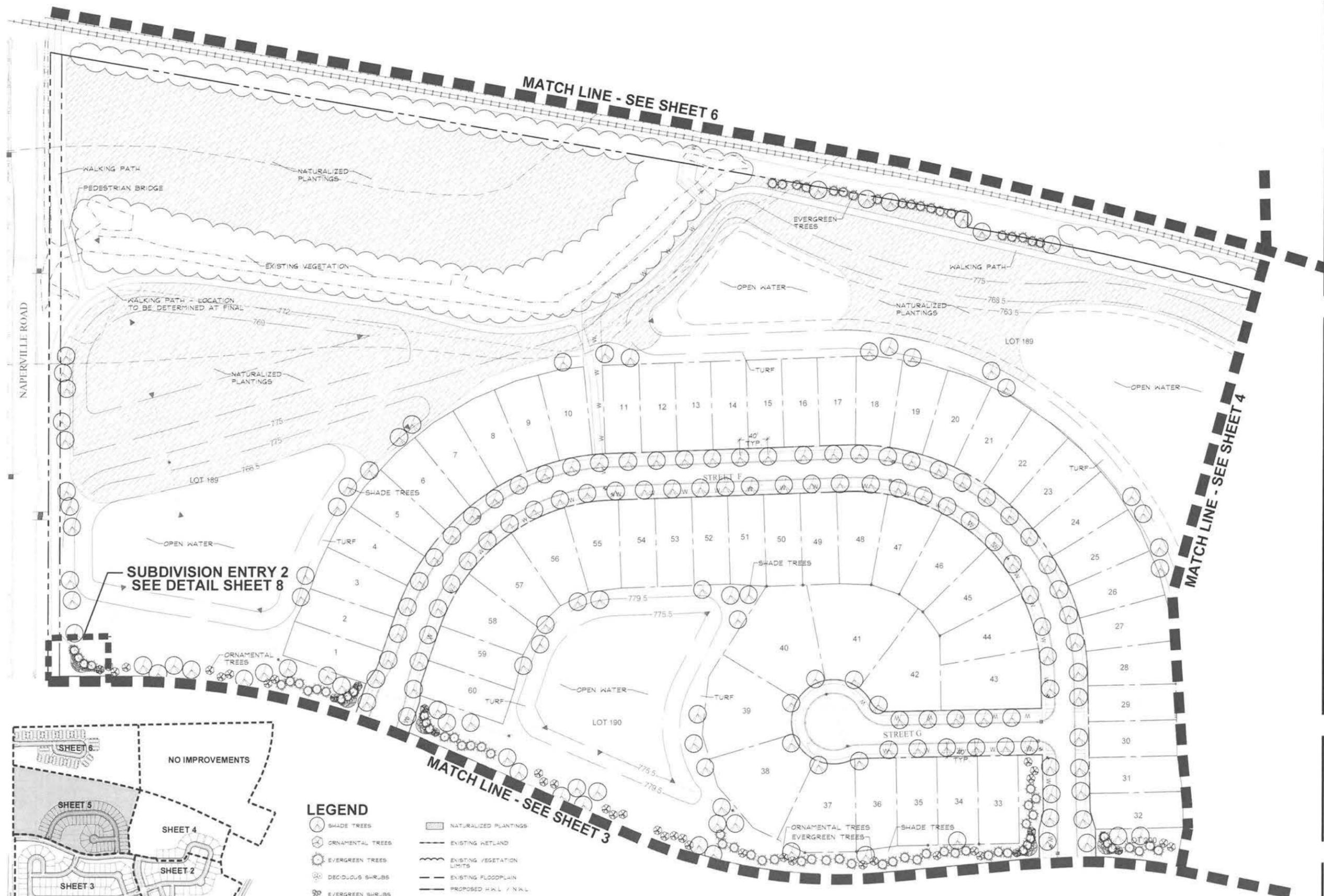
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| DATE        | 2.24.2021 |
| PROJECT NO. | CRN2001   |
| DRAWN       | GFB       |
| CHECKED     | MGM       |
| SHEET NO.   |           |



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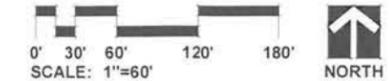
DEVELOPER  
CROWN COMMUNITY  
DEVELOPMENT  
1751 A WEST DIEHL ROAD  
NAPERVILLE, ILLINOIS 60563  
CIVIL ENGINEER  
ESM CIVIL SOLUTIONS, LLC.  
4320 WINFIELD ROAD, #200  
WARRENVILLE, ILLINOIS 60555

**THE GRASSLANDS**  
BARTLETT, ILLINOIS  
**PRELIMINARY LANDSCAPE PLAN**



**SHEET KEY**  
SCALE: N.T.S.

- LEGEND**
- SHADE TREES
  - ORNAMENTAL TREES
  - EVERGREEN TREES
  - DECIDUOUS SHRUBS
  - EVERGREEN SHRUBS
  - PERENNIALS
  - ORNAMENTAL GRASSES
  - GROUNDCOVERS
  - NATURALIZED PLANTINGS
  - EXISTING WETLAND
  - EXISTING /VEGETATION LIMITS
  - EXISTING FLOODPLAIN
  - PROPOSED H.W.L. / N.K.L.



| REVISIONS | DATE      |
|-----------|-----------|
| 2         | 5.07.2021 |
| 1         | 3.29.2021 |

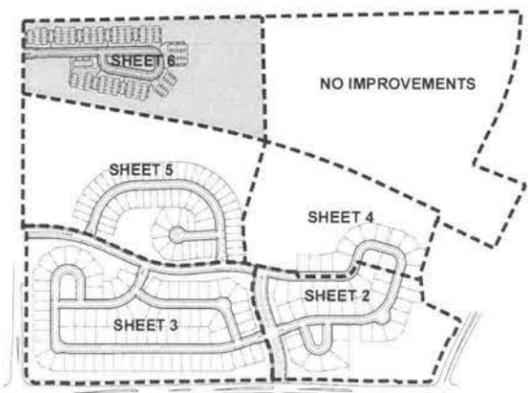
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PROJECT NO.: CRN2001  
DRAWN: GFB  
CHECKED: MGM  
SHEET NO.:



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ASSOCIATES, INC.  
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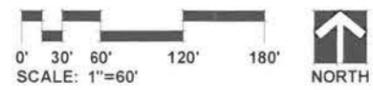
DEVELOPER  
**CROWN COMMUNITY DEVELOPMENT**  
1751 A WEST DIEHL ROAD  
NAPERVILLE, ILLINOIS 60563  
CIVIL ENGINEER  
**ESM CIVIL SOLUTIONS, LLC**  
4320 WINFELD ROAD #200  
WARRENVILLE, ILLINOIS 60555

**THE GRASSLANDS**  
BARTLETT, ILLINOIS  
**PRELIMINARY LANDSCAPE PLAN**



**SHEET KEY**  
SCALE: N.T.S.

- LEGEND**
- SHADE TREES
  - ORNAMENTAL TREES
  - EVERGREEN TREES
  - DECIDUOUS SHRUBS
  - EVERGREEN SHRUBS
  - PERENNIALS
  - ORNAMENTAL GRASSES
  - GROUNDCOVERS
  - NATURALIZED PLANTINGS
  - EXISTING WETLAND
  - EXISTING VEGETATION LIMITS
  - EXISTING FLOODPLAIN
  - PROPOSED H.A.L. / N.W.L.



| NO. | DATE      | REVISIONS |
|-----|-----------|-----------|
| 2   | 5.07.2021 |           |
| 1   | 3.29.2021 |           |

DATE: 2.24.2021  
PROJECT NO.: CRN2001  
DRAWN: GFB  
CHECKED: MGM  
SHEET NO.:





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PHONE: 630-668-7197

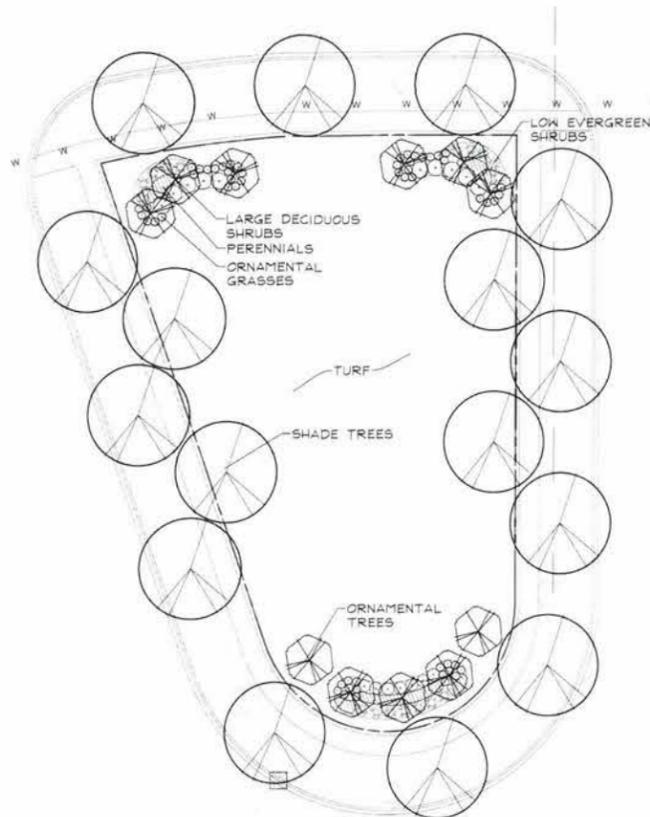
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DEVELOPMENT  
1751 A WEST DIEHL ROAD  
NAPEVILLE, ILLINOIS 60563

CIVIL ENGINEER  
ESM CIVIL SOLUTIONS, LLC.  
4323 WINFIELD ROAD, #200  
WARRENVILLE, ILLINOIS 60555

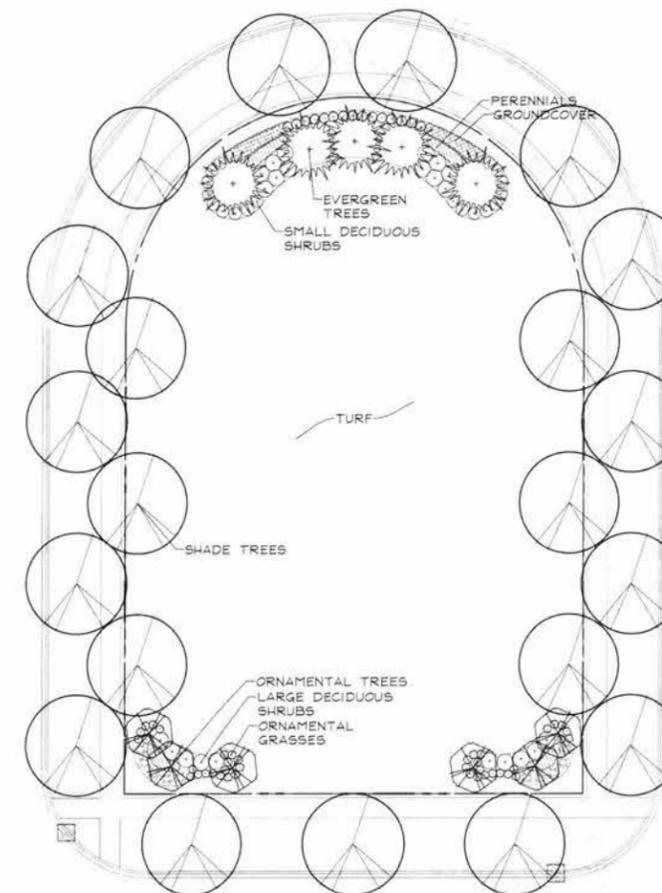
**THE GRASSLANDS**  
BARTLETT, ILLINOIS  
**LANDSCAPE DETAILS**

**LEGEND**

- SHADE TREES
- ORNAMENTAL TREES
- EVERGREEN TREES
- DECIDUOUS SHRUBS
- EVERGREEN SHRUBS
- PERENNIALS
- ORNAMENTAL GRASSES
- GROUNDCOVERS
- NATURALIZED PLANTINGS
- EXISTING WETLAND
- EXISTING VEGETATION LIMITS
- EXISTING FLOODPLAIN
- PROPOSED HWL / NWL

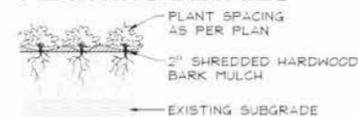


**OPEN SPACE 1**  
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SCALE: 1"=20'  
NORTH

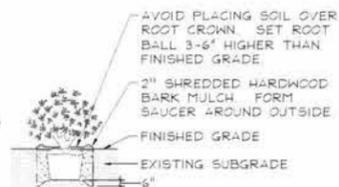


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NORTH

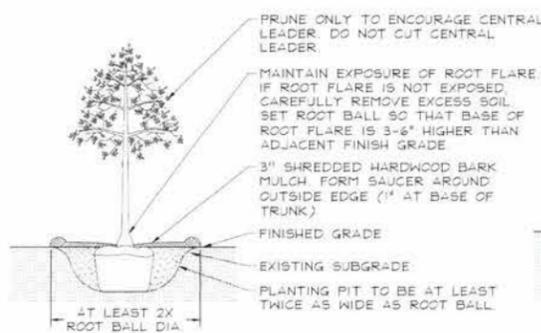
**PLANTING DETAILS**



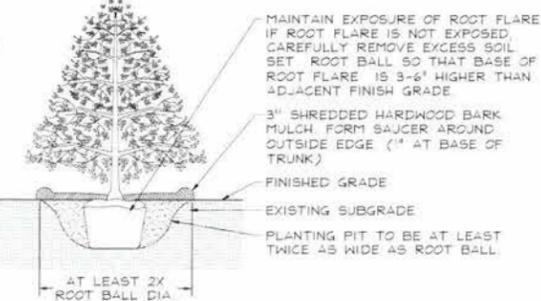
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NOT TO SCALE



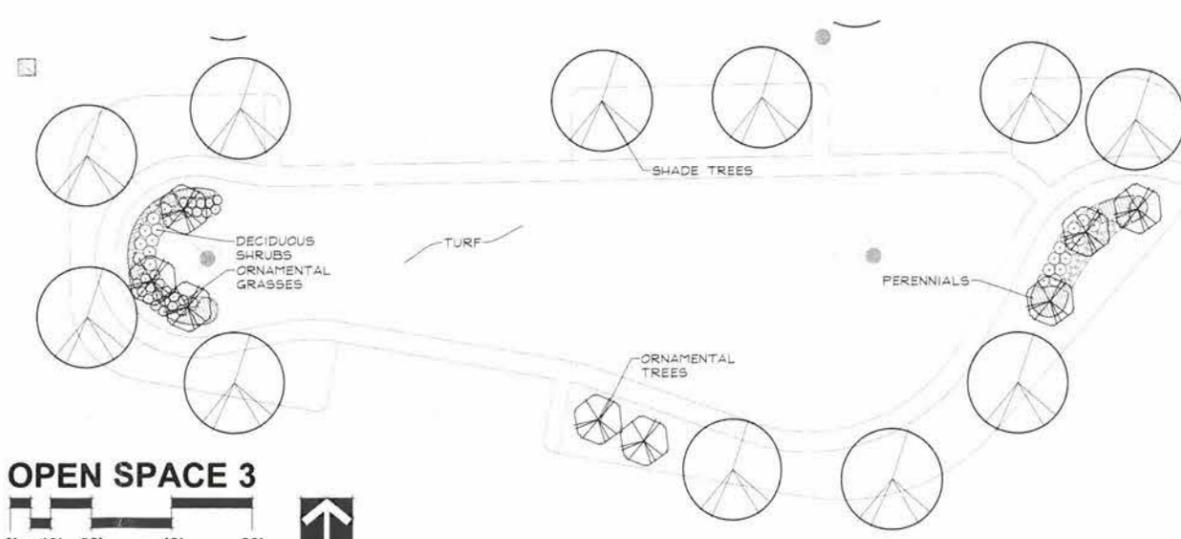
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NOT TO SCALE



**DECIDUOUS TREES**  
NOT TO SCALE



**EVERGREEN TREES**  
NOT TO SCALE

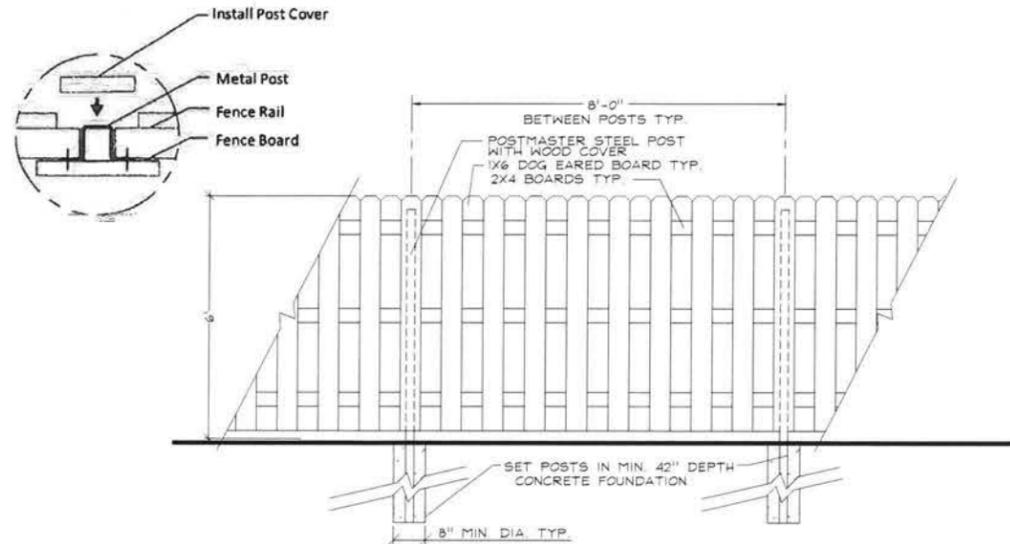


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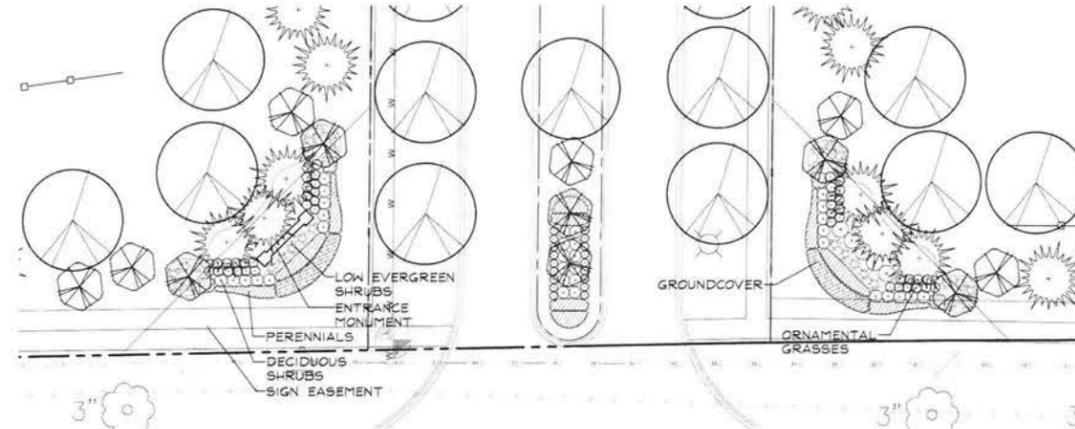
| REVISIONS | DATE      |
|-----------|-----------|
| 2         | 5.07.2021 |
| 1         | 3.29.2021 |

|             |           |
|-------------|-----------|
| DATE        | 2.24.2021 |
| PROJECT NO. | CRN2001   |
| DRAWN       | GFB       |
| CHECKED     | MGM       |
| SHEET NO.   |           |

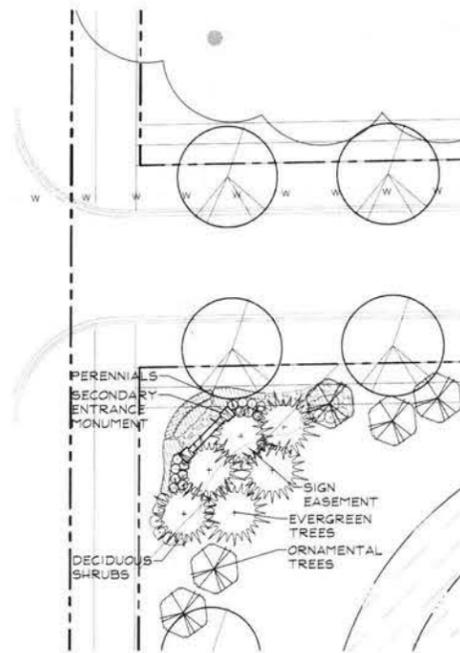
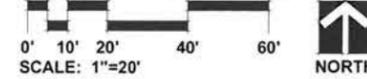




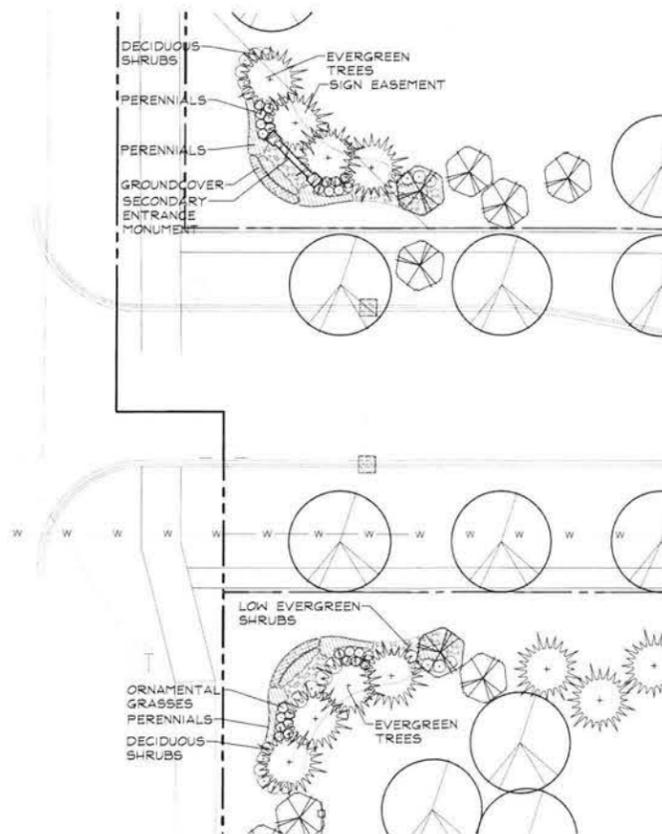
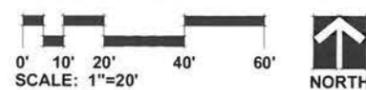
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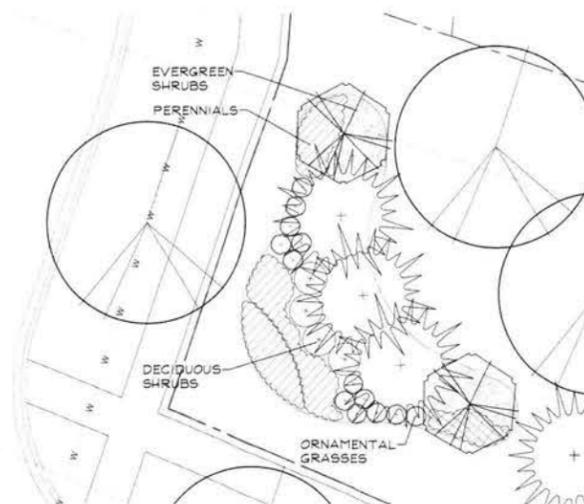
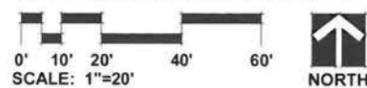
**SUBDIVISION ENTRY 1 LANDSCAPE DETAIL**



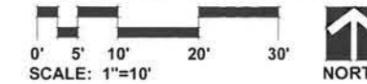
**SUBDIVISION ENTRY 3 LANDSCAPE DETAIL**



**SUBDIVISION ENTRY 2 LANDSCAPE DETAIL**



**TYPICAL CORNER LANDSCAPE DETAIL**



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WHEATON, ILLINOIS 60187  
PHONE: 630-668-7197

DEVELOPER  
CROWN COMMUNITY  
DEVELOPMENT  
1751 A WEST DIEHL ROAD  
NAPERVILLE, ILLINOIS 60563

CIVIL ENGINEER  
ESM CIVIL SOLUTIONS, LLC.  
4323 WINFIELD ROAD, #200  
WARRENVILLE, ILLINOIS 60555

**THE GRASSLANDS**  
BARTLETT, ILLINOIS  
**LANDSCAPE DETAILS**

|   |           |
|---|-----------|
| 2 | 5.07.2021 |
| 1 | 3.29.2021 |

REVISIONS

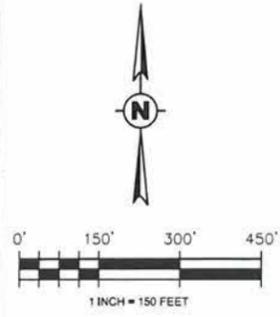
DATE 2.24.2021  
PROJECT NO. CRN2001  
DRAWN GFB  
CHECKED MGM  
SHEET NO.



**EXHIBIT E**  
**PRELIMINARY PLAT**

# FINAL PLAT OF SUBDIVISION FOR THE GRASSLANDS

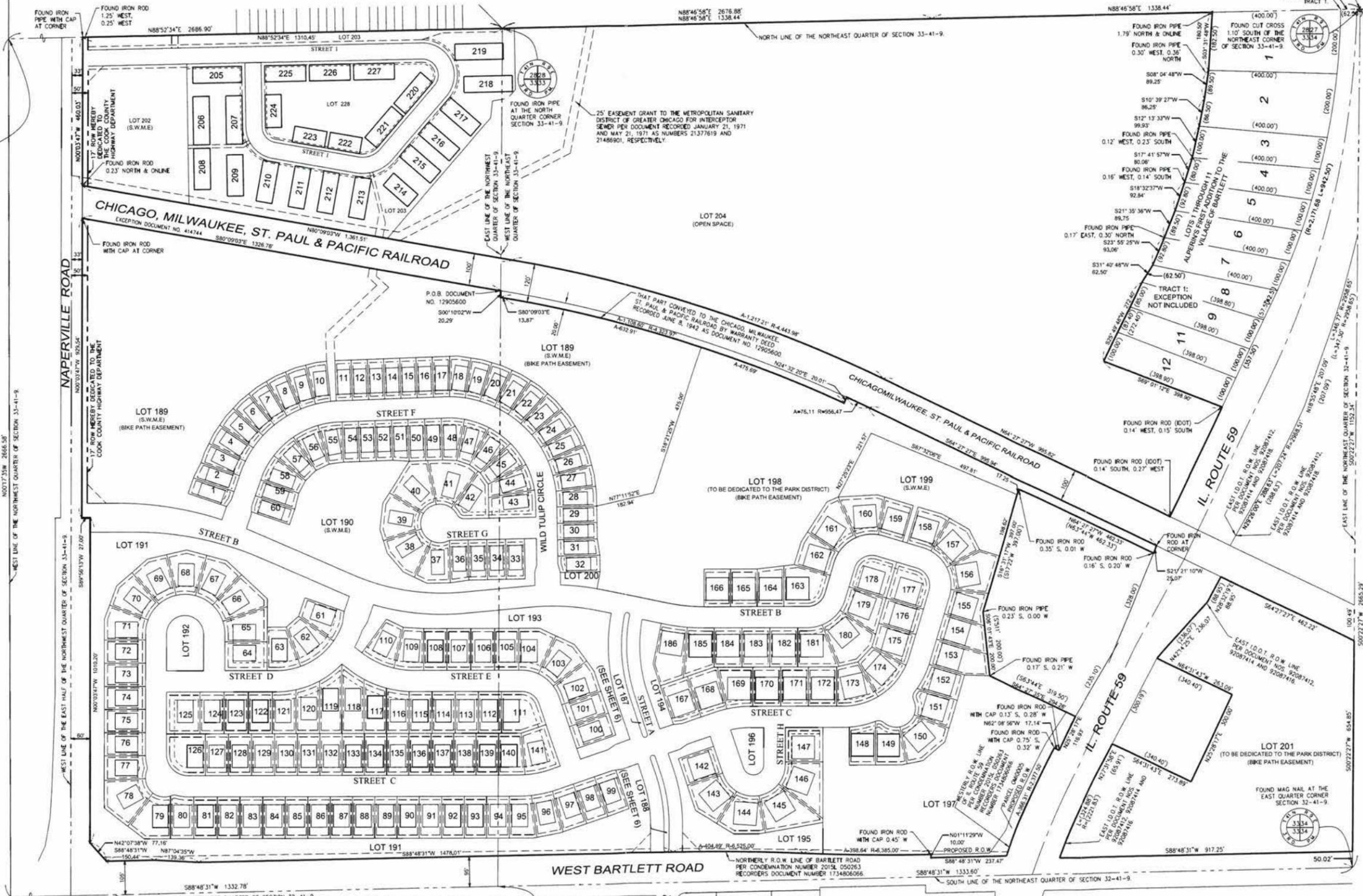
PART OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS



FOUND IRON PIPE AT THE NW CORNER SECTION 33-41-9



FOUND IR AT THE NW CORNER SECTION 32-41-9



PLAT DATE = 04/2024  
 FILE NAME = 19-0123-01  
 FILE NUMBER = 19-0123-01

**HOME OWNER'S ASSOCIATION NOTE**  
 PARCELS 187-198, 199-200, 202-204 AND 228 ARE TO BE OWNED AND MAINTAINED BY THE THE GRASSLANDS HOMEOWNERS ASSOCIATION.

**TOTAL ACREAGE**  
 PROPOSED SUBDIVISION CONTAINS 8,364.500 SQUARE FEET MORE OR LESS OR 192.023 ACRES MORE OR LESS

**OWNER, SUBDIVIDER & DEVELOPER**  
 BARTLETT 59, LLC  
 1751A WEST DIEHL ROAD  
 NAPERVILLE, IL 60563

**CURRENT ZONING**  
 THE PROPERTY IS CURRENTLY ZONED INTO FIVE (5) DIFFERENT ZONING DISTRICTS: B-2, ER-2, SR-2, SR-5 AND SR-6 PUD.

**NOTE**  
 THE 1"=150' SCALE DRAWING ON SHEET 1 IS PROVIDED TO DISPLAY THE OVERALL BOUNDARY OF THE SUBDIVISION. REFER TO SHEETS 2 THRU 5 FOR FURTHER INFORMATION ON INDIVIDUAL LOTS, BUILDING SETBACK LINES, EXISTING AND PROPOSED EASEMENT LINES, DIMENSIONS AND ADDITIONAL NOTES.

**PLAT OF SUBDIVISION**  
**THE GRASSLANDS**

| NO. | DATE     | REVISION DESCRIPTION |
|-----|----------|----------------------|
| 1   | 04/20/24 | PER VILLAGE COMMENTS |
| 2   | 04/21/24 | PER VILLAGE COMMENTS |
| 3   |          |                      |
| 4   |          |                      |
| 5   |          |                      |
| 6   |          |                      |
| 7   |          |                      |
| 8   |          |                      |

ENGINEER:  
 ESM CIVIL SOLUTIONS, LLC  
 270 VIDA COURT  
 SYCAMORE, ILLINOIS 60178  
 PHONE: (618) 559-2260

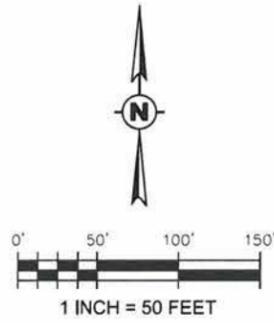


**REGIONAL LAND SERVICES**  
 270 VIDA COURT  
 SYCAMORE, ILLINOIS 60178  
 PHONE: (618) 559-2260

PROJECT NO. 19-0123  
 DATE: 03/20/2021  
 SHEET 1 OF 7  
 DRAWING NO. 1

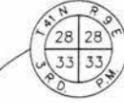
# FINAL PLAT OF SUBDIVISION FOR THE GRASSLANDS

PART OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS



ZONING - SR-6 PUD  
SUBURBAN RESIDENCE - MULTIPLE FAMILY-MEDIUM DENSITY  
PLANNED UNIT DEVELOPMENT

FOUND IRON PIPE  
AT THE NORTH  
QUARTER CORNER  
SECTION 33-41-9.



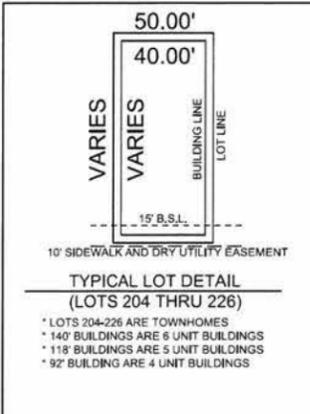
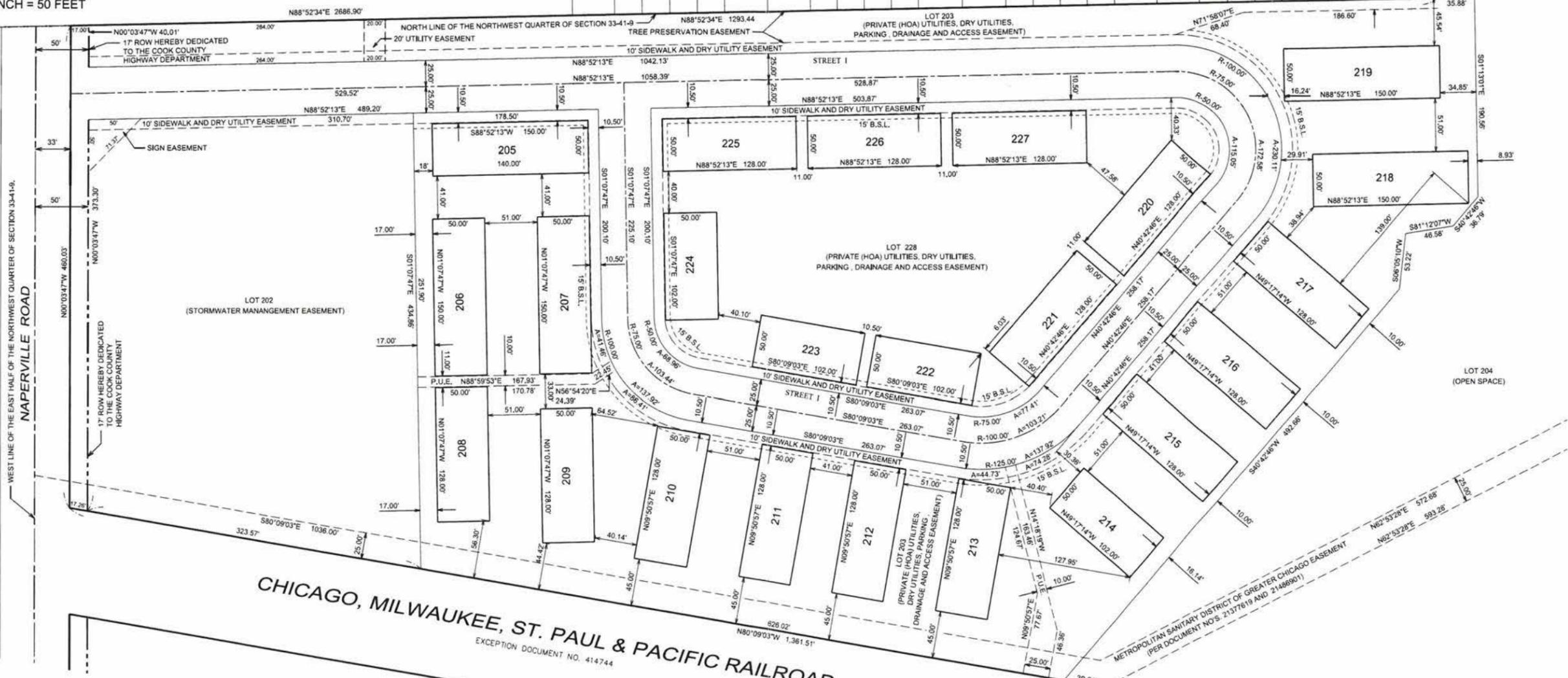
PLAT OF SUBDIVISION  
THE GRASSLANDS

| NO. | DATE     | REVISION DESCRIPTION |
|-----|----------|----------------------|
| 1   | 08/04/21 | PER VILLAGE COMMENTS |
| 2   | 08/21/21 | PER VILLAGE COMMENTS |
| 3   |          |                      |
| 4   |          |                      |
| 5   |          |                      |
| 6   |          |                      |
| 7   |          |                      |
| 8   |          |                      |

ENGINEER:  
ESM CIVIL SOLUTIONS, LLC  
180 WILLOW ROAD, SUITE 200 WARRENVILLE, IL 60555  
D: 630-300-0933 C: 630-824-0020  
CIVIL ENGINEERING - LAND ENTITLEMENTS - PROJECT FEASIBILITY

**REGIONAL LAND SERVICES**  
270 VIDA COURT  
SYCAMORE, ILLINOIS 60178  
PHONE: (618) 559-2260

PROJECT NO. 19-0123  
DATE: 03/20/2021  
SHEET 2 OF 7  
DRAWING NO.  
**2**



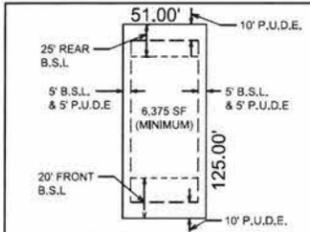
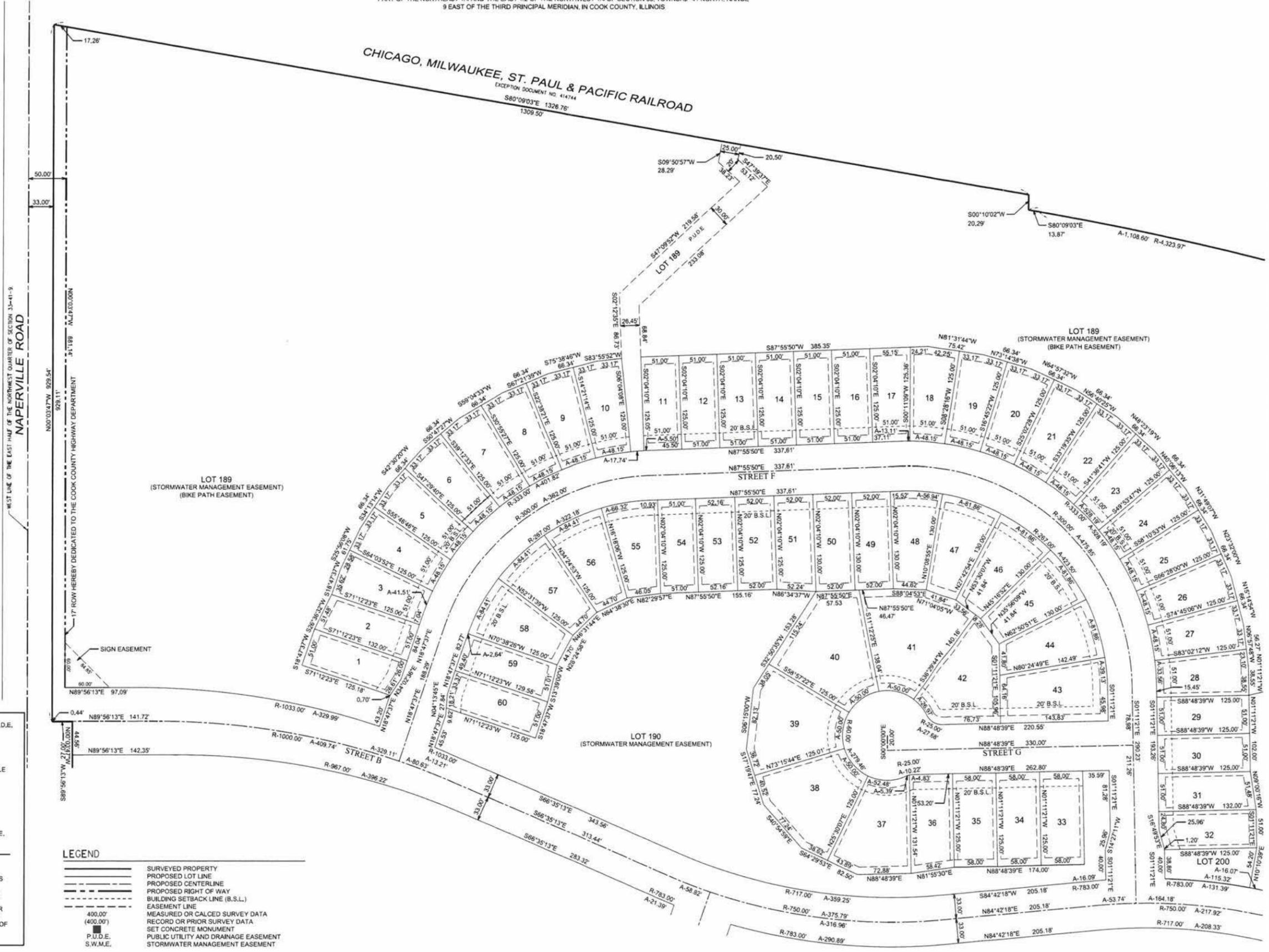
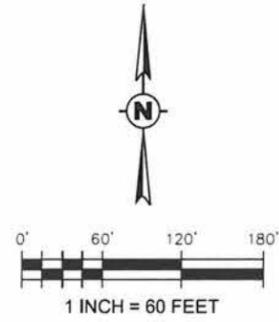
**LEGEND**

|  |                                      |
|--|--------------------------------------|
|  | SURVEYED PROPERTY                    |
|  | PROPOSED LOT LINE                    |
|  | PROPOSED CENTERLINE                  |
|  | PROPOSED RIGHT OF WAY                |
|  | BUILDING SETBACK LINE (B.S.L.)       |
|  | EASEMENT LINE                        |
|  | MEASURED OR CALCED SURVEY DATA       |
|  | RECORD OR PRIOR SURVEY DATA          |
|  | SET CONCRETE MONUMENT                |
|  | PUBLIC UTILITY AND DRAINAGE EASEMENT |
|  | STORMWATER MANAGEMENT EASEMENT       |

PLAT DATE = 03/20/21  
DRAWN BY = JEFFREY W. WILSON  
FILE NAME = 19-0123-02

# FINAL PLAT OF SUBDIVISION FOR THE GRASSLANDS

PART OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS



TYPICAL LOT DETAIL (LOTS 1 THRU 60)

**LEGEND**

|  |                                    |
|--|------------------------------------|
|  | SURVEYED PROPERTY                  |
|  | PROPOSED LOT LINE                  |
|  | PROPOSED CENTERLINE                |
|  | PROPOSED RIGHT OF WAY              |
|  | BUILDING SETBACK LINE (B.S.L.)     |
|  | EASEMENT LINE                      |
|  | MEASURED OR CALCULATED SURVEY DATA |
|  | RECORD OR PRIOR SURVEY DATA        |
|  | SET CONCRETE MONUMENT              |
|  | P.U.D.E.                           |
|  | S.W.M.E.                           |

- ALL EASEMENT ARE AS SHOWN UNLESS OTHERWISE NOTED
- UNLESS SHOWN OTHERWISE, CORNER LOTS SHALL HAVE A 20' FRONT YARD BUILDING RESTRICTION & A 20' CORNER SIDE YARD BUILDING RESTRICTION (20' SIDEYARDS ARE ON THE STREET SIDE OF SUBJECT LOT).

PLAT OF SUBDIVISION  
THE GRASSLANDS

| NO. | DATE     | REVISION DESCRIPTION |
|-----|----------|----------------------|
| 1   | 05/04/21 | PER VILLAGE COMMENTS |
| 2   | 06/21/21 | PER VILLAGE COMMENTS |
| 3   |          |                      |
| 4   |          |                      |
| 5   |          |                      |
| 6   |          |                      |
| 7   |          |                      |

ESM CIVIL SOLUTIONS, LLC  
4320 WINFIELD ROAD - SUITE 200 WARRENVILLE, IL 60555  
O: 630-300-0933 C: 630-824-0520  
CIVIL ENGINEERING - LAND ENTITLEMENTS - PROJECT FEASIBILITY

ENGINEER:

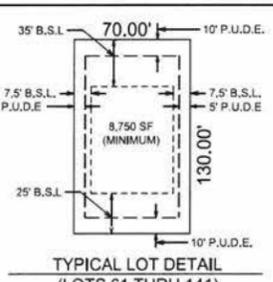
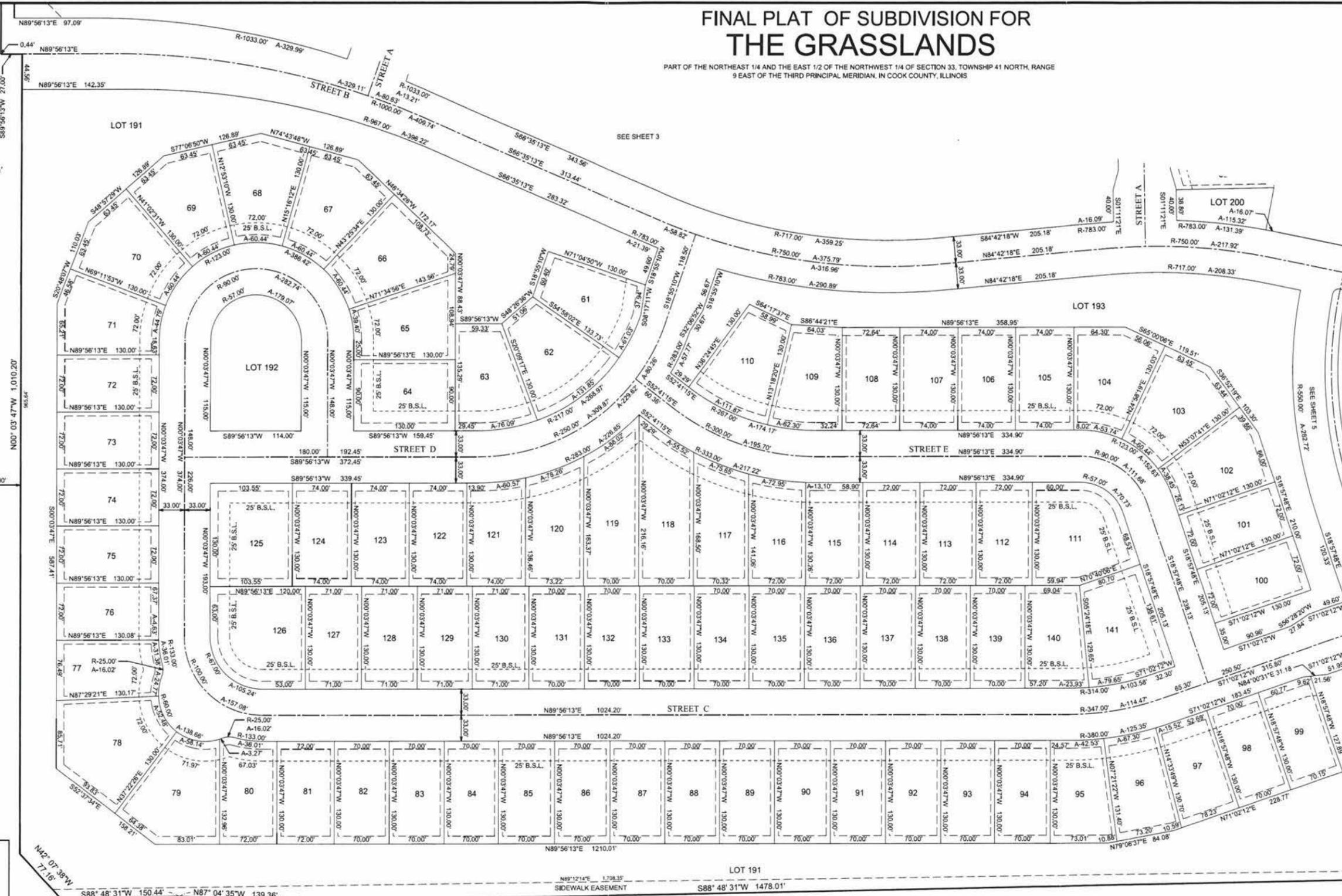
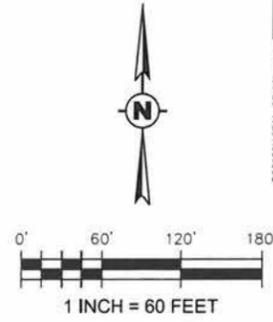
**REGIONAL LAND SERVICES**  
270 VIDA COURT  
SYCAMORE, ILLINOIS 60178  
PHONE: (618) 559-2260



PROJECT NO. 19-0123  
DATE: 03/20/2021  
SHEET 3 OF 7  
DRAWING NO.

# FINAL PLAT OF SUBDIVISION FOR THE GRASSLANDS

PART OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS



### LEGEND

- SURVEYED PROPERTY
- PROPOSED LOT LINE
- PROPOSED CENTERLINE
- PROPOSED RIGHT OF WAY
- BUILDING SETBACK LINE (B.S.L.)
- EASEMENT LINE
- MEASURED OR CALCULATED SURVEY DATA
- RECORD OR PRIOR SURVEY DATA
- SET CONCRETE MONUMENT
- PUBLIC UTILITY AND DRAINAGE EASEMENT
- STORMWATER MANAGEMENT EASEMENT
- 400.00'
- (400.00')
- P.U.D.E.
- S.W.M.E.

TYPICAL LOT DETAIL  
(LOTS 61 THRU 141)

\* ALL EASEMENT ARE AS SHOWN UNLESS OTHERWISE NOTED  
 \* UNLESS SHOWN OTHERWISE, CORNER LOTS SHALL HAVE A 25' FRONT YARD BUILDING RESTRICTION & A 25' CORNER SIDE YARD BUILDING RESTRICTION (25' SIDEYARDS ARE ON THE STREET SIDE OF SUBJECT LOT).

PLAT OF SUBDIVISION  
 THE GRASSLANDS

| NO. | DATE     | REVISION DESCRIPTION |
|-----|----------|----------------------|
| 1   | 06/06/21 | PER VILLAGE COMMENTS |
| 2   | 06/21/21 | PER VILLAGE COMMENTS |
| 3   |          |                      |
| 4   |          |                      |
| 5   |          |                      |
| 6   |          |                      |
| 7   |          |                      |

ESM CIVIL SOLUTIONS, LLC  
 4320 WINFIELD ROAD - SUITE 200 WARRENVILLE, IL 60555  
 P: 630-504-9853 C: 630-624-6520  
 CIVIL ENGINEERING - LAND ENTITLEMENTS - PROJECT FEASIBILITY

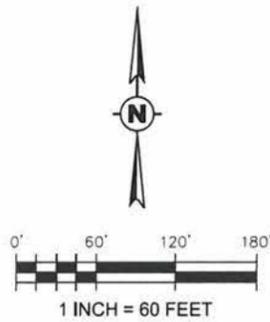
**REGIONAL LAND SERVICES**  
 270 VIDA COURT  
 SYCAMORE, ILLINOIS 60178  
 PHONE: (618) 559-2260



PROJECT NO. 19-0123  
 DATE: 03/20/2021  
 SHEET 4 OF 7  
 DRAWING NO.  
**4**

# FINAL PLAT OF SUBDIVISION FOR THE GRASSLANDS

PART OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

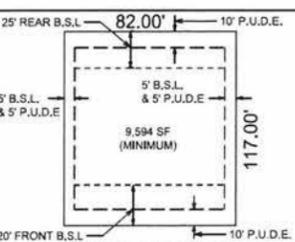


SEE SHEET 3

SEE SHEET 4

### LEGEND

- SURVEYED PROPERTY
- PROPOSED LOT LINE
- PROPOSED CENTERLINE
- PROPOSED RIGHT OF WAY
- BUILDING SETBACK LINE (B.S.L.)
- EASEMENT LINE
- MEASURED OR CALCULATED SURVEY DATA
- RECORD OR PRIOR SURVEY DATA
- SET CONCRETE MONUMENT
- PUBLIC UTILITY AND DRAINAGE EASEMENT
- STORMWATER MANAGEMENT EASEMENT



TYPICAL LOT DETAIL (LOTS 142 THRU 186)

- \* ALL EASEMENT ARE AS SHOWN UNLESS OTHERWISE NOTED
- \* UNLESS SHOWN OTHERWISE, CORNER LOTS SHALL HAVE A 20' FRONT YARD BUILDING RESTRICTION & A 20' CORNER SIDE YARD BUILDING RESTRICTION (20' SIDEYARDS ARE ON THE STREET SIDE OF SUBJECT LOT).



PLAT OF SUBDIVISION  
THE GRASSLANDS

| NO. | DATE     | REVISION DESCRIPTION |
|-----|----------|----------------------|
| 1   | 05/08/21 | PER VILLAGE COMMENTS |
| 2   | 06/21/21 | PER VILLAGE COMMENTS |
| 3   |          |                      |
| 4   |          |                      |
| 5   |          |                      |
| 6   |          |                      |
| 7   |          |                      |
| 8   |          |                      |

ESM CIVIL SOLUTIONS, LLC  
4320 WINFIELD ROAD - SUITE 200 WARRENVILLE, IL 60555  
C: 630-300-9933 F: 630-424-6500  
CIVIL ENGINEERING - LAND ENTITLEMENTS - PROJECT FEASIBILITY



ENGINEER:  
**REGIONAL LAND SERVICES**  
270 VIDA COURT  
SYCAMORE, ILLINOIS 60178  
PHONE: (618) 559-2260



PROJECT NO. 19-0123  
DATE: 03/20/2021  
SHEET 5 OF 7  
DRAWING NO.  
**5**

# FINAL PLAT OF SUBDIVISION FOR THE GRASSLANDS

PART OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

## SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)  
SS.  
COUNTY OF DEKALB)

THIS IS TO CERTIFY THAT I RUDY P. DIXON, AN ILLINOIS PROFESSIONAL LAND SURVEYOR HAVE SURVEYED, SUBDIVIDED AND PLATTED FOR THE OWNERS THEREOF THAT:

THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE DEED DATED MARCH 3, 1945 AND RECORDED IN THE COUNTY OR LESS, ALSO EXCEPTING THEREFROM RECORDERS' OFFICE IN COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 13490455 AND RECORDED IN BOOK 39843 ON PAGE 204, EXCEPTING THEREFROM;

THAT PART OF SAID PREMISES CONVEYED TO THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD, AS RECORDED BY DOCUMENT NUMBER 414744, ALSO EXCEPTING;

THAT PART CONVEYED TO HENRY A. SCANDRELL, WALTER J. CUMMINGS AND GEORGE I. HAIGHT, TRUSTEES OF THE PROPERTY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, THEIR SUCCESSORS AND ASSIGNS AND RECORDED AS DOCUMENT NUMBER 12905600, FILED FOR RECORD JUNE 8, 1942, RECORD BOOK 37528, PAGE 311 CONTAINING 9,715 ACRES, MORE OR LESS, AND THAT PART CONVEYED FROM JENNIE ALPERIN AND NORMAN ALPERIN TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION RECORDED AS DOCUMENT NUMBER 92087412 CONTAINING 0.126 ACRES, MORE OR LESS, AND THAT PART CONVEYED TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION RECORDED AS DOCUMENT NUMBER 92087414, CONTAINING 0.673 ACRES, MORE OR LESS, AND THAT PART CONVEYED TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION RECORDED AS DOCUMENT NUMBER 92087416, CONTAINING 1,772 ACRES, MORE OR LESS ALSO EXCEPTING THEREFROM;

### TRACT 1:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST 1/4, THENCE WEST ALONG THE NORTH LINE SAID NORTHEAST 1/4 82.5 FEET FOR A PLACE OF BEGINNING; THENCE WEST ALONG SAID NORTH LINE 400.0 FEET; THENCE SOUTH 4 DEGREES 24 MINUTES WEST, 182.5 FEET; THENCE SOUTH 8 DEGREES 57 MINUTES WEST, 89.5 FEET; THENCE SOUTH 11 DEGREES 28 MINUTES WEST, 86.5 FEET; THENCE SOUTH 13 DEGREES 24 MINUTES WEST, 100.0 FEET; THENCE SOUTH 18 DEGREES 9 MINUTES WEST 80.0 FEET; THENCE SOUTH 19 DEGREES 42 MINUTES WEST, 92.8 FEET; THENCE SOUTH 22 DEGREES 20 MINUTES WEST, 89.5 FEET; THENCE SOUTH 24 DEGREES 48 MINUTES WEST, 92.8 FEET; THENCE SOUTH 32 DEGREES 33 MINUTES WEST, 62.5 FEET; THENCE SOUTH 36 DEGREES 42 MINUTES WEST, 272.4 FEET; THENCE SOUTH 48 DEGREES 9 MINUTES EAST, 398.9 FEET TO THE WESTERLY LINE OF THE PUBLIC HIGHWAY ROUTE 59; THENCE NORTH 26 DEGREES 19 MINUTES EAST, 357.5 FEET ALONG SAID WESTERLY LINE TO A POINT OF CURVE; THENCE ON A CURVE TO THE LEFT, TANGENT TO LAST DESCRIBED COURSE AND HAVING A RADIUS OF 2171.68 FEET, FOR A DISTANCE OF 942.5 FEET TO THE PLACE OF BEGINNING, CONTAINING 13 ACRES, MORE OR LESS ALSO EXCEPTING THEREFROM;

### TRACT 2:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID NORTHEAST 1/4 WITH THE CENTER LINE OF STATE ROUTE 59; THENCE ALONG SAID CENTER LINE 498.9 FEET; THENCE ALONG A LINE THAT FORMS AN ANGLE OF 90 DEGREES 0 MINUTES TO THE LEFT WITH THE PROLONGATION OF SAID CENTER LINE, 50.0 FEET TO THE WESTERLY LINE OF AFORESAID STATE ROUTE 59, FOR A PLACE OF BEGINNING; THENCE NORTH 28 DEGREES 19 MINUTES EAST ALONG THE AFORESAID WESTERLY LINE OF SAID STATE ROUTE 59, 235.1 FEET; THENCE NORTH 22 DEGREES 10 MINUTES EAST ALONG SAID WESTERLY LINE, 325.0 FEET TO A POINT IN A LINE OF 25.0 FEET SOUTHERLY FROM AND PARALLEL WITH THE SOUTHERLY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD; THENCE NORTH 63 DEGREES 44 MINUTES WEST ALONG SAID PARALLEL LINE, 462.33 FEET; THENCE SOUTH 17 DEGREES 22 MINUTES WEST, 397.0 FEET; THENCE SOUTH 5 DEGREES 11 MINUTES EAST, 200.0 FEET; THENCE SOUTH 63 DEGREES 44 MINUTES EAST, 319.5 FEET TO THE PLACE OF BEGINNING, CONTAINING 5,465 ACRES, MORE OR LESS ALSO EXCEPTING THEREFROM;

### TRACT 3:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF WEST BARTLETT ROAD AS ORIGINALLY DEDICATED WITH THE CENTER LINE OF STATE ROUTE NO. 59 AS SHOWN ON THE PLAT OF DEDICATION RECORDED MAY 7, 1935 AS DOCUMENT NUMBER 11611940; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID ROUTE NO. 59, 473.8 FEET FOR A PLACE OF BEGINNING; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID ROUTE NO. 59, 300.0 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO LAST MENTIONED CENTER LINE 340.4 FEET; THENCE SOUTH-WESTERLY PARALLEL WITH THE CENTER LINE OF SAID ROUTE NO. 59, 300.0 FEET; THENCE NORTH-WESTERLY ALONG A LINE AT RIGHT ANGLES TO LAST MENTIONED CENTER LINE 340.4 FEET TO THE PLACE OF BEGINNING (EXCEPTING THEREFROM THAT PART THEREOF FALLING IN THE RIGHT OF WAY OF SAID ROUTE NO. 59) IN COOK COUNTY, ILLINOIS, CONTAINING 2 ACRES, MORE OR LESS.

ALSO EXCEPTING THEREFROM:

THAT PART AS SHOWN IN THE PLAT OF DEDICATION RECORDED MAY 7, 1935 AS DOCUMENT 11611340, ALSO EXCEPTING; THAT PART OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES, 15 MINUTES, 38 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 697.50 FEET TO THE INTERSECTION OF SAID EAST LINE WITH THE EASTERLY RIGHT-OF-WAY LINE OF ILLINOIS STATE ROUTE 59 PER WARRANTY DEED RECORDED FEBRUARY 11, 1992 AS DOCUMENT NUMBER 92087416 FOR THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES, 15 MINUTES 38 SECONDS EAST ALONG SAID EAST LINE, 1152.33 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE (100 FEET WIDE) OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD PER DOCUMENT NUMBER 414744; THENCE NORTH 85 DEGREES, 05 MINUTES, 32 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 430.54 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID ILLINOIS STATE ROUTE 59; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF THE FOLLOWING FOUR (4) COURSES AND DISTANCES: (1) NORTH 28 DEGREES, 47 MINUTES, 55 SECONDS EAST, 288.63 FEET TO A NONTANGENT CURVE; (2) ALONG AN ARC OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 2968.51 FEET, HAVING A CHORD BEARING OF NORTH 25 DEGREES 01 MINUTES 17 SECONDS EAST, 207.24 FEET TO A NONTANGENT LINE; (3) NORTH 18 DEGREES, 17 MINUTES, 43 SECONDS EAST, 207.09 FEET TO A NONTANGENT CURVE; (4) ALONG AN ARC OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 2958.89 FEET; HAVING A CHORD BEARING OF NORTH 15 DEGREES, 39 MINUTES, 47 SECONDS EAST, 346.76 FEET (347.30 FEET RECORD) TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO EXCEPTING THAT PART TAKEN FOR BARTLETT AND NAPERVILLE ROADS.

ALSO EXCEPTING THEREFROM THAT PART ACQUIRED BY THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS IN CONDEMNATION PROCEEDINGS CASE NO. 2015L 050263 PER ORDER ENTERED MAY 21, 2015 AND PER FINAL JUDGMENT ORDER ENTERED DECEMBER 5, 2017 AND RECORDED DECEMBER 14, 2017 AS DOCUMENT NO. 1734806066.

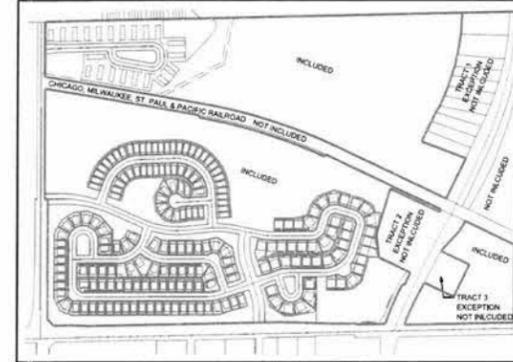
CONTAINING 191.022 ACRES MORE OR LESS.

I FURTHER CERTIFY THAT IRON STAKES HAVE BEEN SET AT ALL LOT CORNERS, POINTS OF CURVATURE AND TANGENCY, EXCEPT WHERE CONCRETE MONUMENTS ARE INDICATED, AND THAT THE PLAT HEREOF DRAWN CORRECTLY REPRESENTS SAID SURVEY AND SUBDIVISION, DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.

I FURTHER CERTIFY THAT THE FOREGOING PROPERTY FALLS WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF BARTLETT, AND I FURTHER CERTIFY THAT NO PART OF SAID PROPERTY IS SITUATED WITHIN A FLOOD HAZARD AREA, AS PER NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP 17031C0305J, COMMUNITY PANEL NUMBER 170059, EFFECTIVE DATE 08/19/2008 AND FLOOD INSURANCE RATE MAP 17031C0164J, COMMUNITY PANEL NUMBER 170059, EFFECTIVE DATE 08/19/2008.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

BY: \_\_\_\_\_  
SURVEYOR SIGNATURE  
REGIONAL LAND SERVICES, LLC  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003832  
LICENSE EXPIRES NOVEMBER 30, 2022  
PROFESSIONAL DESIGN FIRM NO. 184-007525  
DESIGN FIRM LICENSE EXPIRES APRIL 30, 2023



KEY MAP  
LEGAL DESCRIPTION

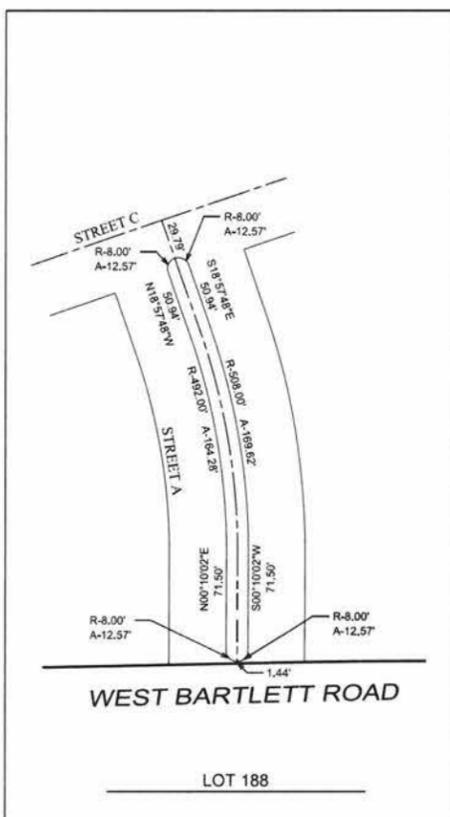
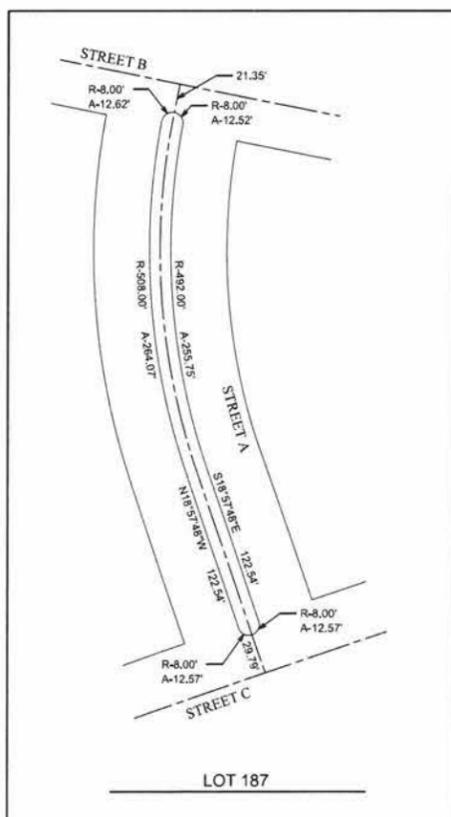
## NOTES

- IRON RODS SET ALL ALL LOT CORNERS UNLESS OTHERWISE NOTED.
- DISTANCES ARE SHOWN IN FEET AND DECIMALS.
- DIMENSIONS ALONG CURVES ARE ARC DISTANCES.
- ALL EASEMENTS ARE HEREBY GRANTED UNLESS OTHERWISE NOTED.
- THE BASIS FOR THIS SURVEY IS GRID NORTH OF THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, BASED ON MULTIPLE AVERAGED RTK GPS OBSERVATIONS REFERENCE TO THE TRIMBLE VRS NETWORK.
- PARCELS 187-196, 199-200, 202-204 AND 228 ARE TO BE OWNED AND MAINTAINED BY THE GRASSLANDS HOMEOWNERS' ASSOCIATION.
- ALL OF PARCELS 189, 190, 199 AND 202 ARE STORM WATER MANAGEMENT EASEMENTS.
- ALL STORMWATER MANAGEMENT AREAS INCLUDING DETENTION FACILITIES, OPEN SPACES, DRAINAGE SWALES, PIPES AND STRUCTURES, LOCATED WITHIN THE VILLAGE OF BARTLETT RIGHT OF WAY, SHALL BE OWNED AND MAINTAINED BY THE GRASSLANDS HOMEOWNERS' ASSOCIATION.

## LEGEND

- SURVEYED PROPERTY
- PROPOSED LOT LINE
- PROPOSED CENTERLINE
- BUILDING SETBACK LINE (B.S.L.)
- EASEMENT LINE
- MEASURED OR CALCULATED SURVEY DATA
- RECORD OR PRIOR SURVEY DATA
- SET CONCRETE MONUMENT
- PUBLIC UTILITY AND DRAINAGE EASEMENT
- STORMWATER MANAGEMENT EASEMENT

| R.O.W., LOT AND PARCEL AREA TABLE |             |     |             |     |             |     |             |     |             |        |             |
|-----------------------------------|-------------|-----|-------------|-----|-------------|-----|-------------|-----|-------------|--------|-------------|
| LOT                               | AREA (S.F.) | LOT | AREA (S.F.) | LOT | AREA (S.F.) | LOT | AREA (S.F.) | LOT | AREA (S.F.) | PARCEL | AREA (S.F.) |
| 1                                 | 6,647       | 45  | 8,096       | 89  | 9,100       | 133 | 9,100       | 177 | 13,517      | 221    | 6,400       |
| 2                                 | 6,554       | 46  | 8,096       | 90  | 9,100       | 134 | 9,100       | 178 | 13,499      | 222    | 5,100       |
| 3                                 | 7,059       | 47  | 8,096       | 91  | 9,100       | 135 | 9,100       | 179 | 12,132      | 223    | 5,100       |
| 4                                 | 7,175       | 48  | 7,656       | 92  | 9,100       | 136 | 9,100       | 180 | 17,023      | 224    | 5,100       |
| 5                                 | 7,175       | 49  | 6,760       | 93  | 9,100       | 137 | 9,100       | 181 | 12,877      | 225    | 6,400       |
| 6                                 | 7,175       | 50  | 6,760       | 94  | 9,100       | 138 | 9,100       | 182 | 10,492      | 226    | 6,400       |
| 7                                 | 7,175       | 51  | 6,630       | 95  | 8,856       | 139 | 9,100       | 183 | 10,492      | 227    | 6,400       |
| 8                                 | 7,175       | 52  | 6,500       | 96  | 8,856       | 140 | 9,757       | 184 | 10,492      | R.O.W. | 85081       |
| 9                                 | 7,175       | 53  | 6,520       | 97  | 9,522       | 141 | 12,962      | 185 | 12,478      |        |             |
| 10                                | 7,175       | 54  | 6,375       | 98  | 9,100       | 142 | 10,296      | 186 | 15,736      |        |             |
| 11                                | 6,375       | 55  | 7,785       | 99  | 9,109       | 143 | 13,854      | 187 | 6,320       |        |             |
| 12                                | 6,375       | 56  | 8,134       | 100 | 9,360       | 144 | 13,753      | 188 | 4,831       |        |             |
| 13                                | 6,375       | 57  | 8,134       | 101 | 9,360       | 145 | 17,164      | 189 | 844,444     |        |             |
| 14                                | 6,375       | 58  | 8,134       | 102 | 11,118      | 146 | 15,860      | 190 | 123,873     |        |             |
| 15                                | 6,375       | 59  | 6,544       | 103 | 12,335      | 147 | 12,519      | 191 | 254,470     |        |             |
| 16                                | 6,375       | 60  | 6,568       | 104 | 11,950      | 148 | 10,213      | 192 | 18,214      |        |             |
| 17                                | 6,587       | 61  | 10,675      | 105 | 9,620       | 149 | 11,071      | 193 | 72,344      |        |             |
| 18                                | 7,201       | 62  | 12,238      | 106 | 9,620       | 150 | 14,500      | 194 | 16,093      |        |             |
| 19                                | 7,175       | 63  | 11,019      | 107 | 9,620       | 151 | 10,794      | 195 | 44,926      |        |             |
| 20                                | 7,175       | 64  | 11,700      | 108 | 9,444       | 152 | 9,929       | 196 | 11,326      |        |             |
| 21                                | 7,175       | 65  | 11,445      | 109 | 10,398      | 153 | 14,187      | 197 | 273,967     |        |             |
| 22                                | 7,175       | 66  | 13,172      | 110 | 11,261      | 154 | 12,232      | 198 | 435,815     |        |             |
| 23                                | 7,175       | 67  | 12,335      | 111 | 14,547      | 155 | 10,869      | 199 | 89,790      |        |             |
| 24                                | 7,175       | 68  | 12,335      | 112 | 9,360       | 156 | 15,538      | 200 | 5,376       |        |             |
| 25                                | 7,175       | 69  | 12,335      | 113 | 9,360       | 157 | 12,843      | 201 | 478,165     |        |             |
| 26                                | 7,175       | 70  | 12,335      | 114 | 9,360       | 158 | 10,648      | 202 | 127,047     |        |             |
| 27                                | 7,175       | 71  | 11,453      | 115 | 9,361       | 159 | 10,170      | 203 | 215,482     |        |             |
| 28                                | 6,923       | 72  | 9,360       | 116 | 9,670       | 160 | 13,419      | 204 | 2,358,793   |        |             |
| 29                                | 6,375       | 73  | 9,360       | 117 | 10,776      | 161 | 13,946      | 205 | 7,500       |        |             |
| 30                                | 6,375       | 74  | 9,360       | 118 | 13,352      | 162 | 10,952      | 206 | 7,500       |        |             |
| 31                                | 6,554       | 75  | 9,360       | 119 | 13,084      | 163 | 15,123      | 207 | 7,500       |        |             |
| 32                                | 6,636       | 76  | 9,360       | 120 | 10,836      | 164 | 9,978       | 208 | 6,400       |        |             |
| 33                                | 7,250       | 77  | 9,752       | 121 | 9,749       | 165 | 9,594       | 209 | 6,400       |        |             |
| 34                                | 7,250       | 78  | 15,461      | 122 | 9,620       | 166 | 9,594       | 210 | 6,400       |        |             |
| 35                                | 7,250       | 79  | 13,496      | 123 | 9,620       | 167 | 11,920      | 211 | 6,400       |        |             |
| 36                                | 7,452       | 80  | 9,511       | 124 | 9,620       | 168 | 12,137      | 212 | 6,400       |        |             |
| 37                                | 10,973      | 81  | 9,360       | 125 | 13,461      | 169 | 11,838      | 213 | 6,400       |        |             |
| 38                                | 12,964      | 82  | 9,100       | 126 | 14,637      | 170 | 10,492      | 214 | 5,100       |        |             |
| 39                                | 13,009      | 83  | 9,100       | 127 | 9,230       | 171 | 10,492      | 215 | 6,400       |        |             |
| 40                                | 14,778      | 84  | 9,100       | 128 | 9,230       | 172 | 10,743      | 216 | 6,400       |        |             |
| 41                                | 14,983      | 85  | 9,100       | 129 | 9,230       | 173 | 12,782      | 217 | 6,400       |        |             |
| 42                                | 11,053      | 86  | 9,100       | 130 | 9,230       | 174 | 12,419      | 218 | 7,500       |        |             |
| 43                                | 10,717      | 87  | 9,100       | 131 | 9,100       | 175 | 10,796      | 219 | 7,500       |        |             |
| 44                                | 8,354       | 88  | 9,100       | 132 | 9,100       | 176 | 9,981       | 220 | 6,400       |        |             |
| TOTAL S.F. 8,364,500              |             |     |             |     |             |     |             |     |             |        |             |
| TOTAL AC. 192,022                 |             |     |             |     |             |     |             |     |             |        |             |



**PLAT OF SUBDIVISION**  
**THE GRASSLANDS**

| NO. | DATE     | REVISION DESCRIPTION |
|-----|----------|----------------------|
| 1   | 06/04/21 | PER VILLAGE COMMENTS |
| 2   | 06/21/21 | PER VILLAGE COMMENTS |
| 3   |          |                      |
| 4   |          |                      |
| 5   |          |                      |
| 6   |          |                      |
| 7   |          |                      |
| 8   |          |                      |

DSGN. RPD  
 DWN. RPD  
 CHKD. RPD  
 SCALE: 1"=1/4"

PER VILLAGE COMMENTS  
 PER VILLAGE COMMENTS

ESM CIVIL SOLUTIONS, LLC  
 4320 WINFIELD ROAD - SUITE 200 WARRENVILLE, IL 60555  
 C: 630-300-0933 C: 630-424-0250  
 CIVIL ENGINEERING - LAND ENTITLEMENTS - PROJECT FEASIBILITY

**REGIONAL LAND SERVICES**  
 270 VIDA COURT  
 SYCAMORE, ILLINOIS 60178  
 PHONE: (618) 559-2260

PROJECT NO. 19-0123  
 DATE: 03/20/2021  
 SHEET 6 OF 7  
 DRAWING NO.

6

PLOT DATE = 04/05/21  
 PLOT NAME = GRASSLANDS  
 FILE NAME = 19-0123

# FINAL PLAT OF SUBDIVISION FOR THE GRASSLANDS

PART OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE  
9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

**OWNER'S AND SCHOOL DISTRICT CERTIFICATE**

STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK )

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS (ARE) THE LEGAL OWNER(S) OF THE LAND DESCRIBED ON THE SUBJECT PLAT, AND HAS (HAVE) CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED THEREON, FOR THE USES AND PURPOSES HEREIN SET FORTH.

ALSO, THIS IS TO CERTIFY THAT THE PROPERTY BEING SUBDIVIDED AFORESAID AND, TO THE BEST OF OWNER'S KNOWLEDGE AND BELIEF, SAID SUBDIVISION LIES ENTIRELY WITHIN THE BOUNDARIES OF THE U-46 SCHOOL DISTRICT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

BY: \_\_\_\_\_  
SIGNATURE

BY: \_\_\_\_\_  
PRINT

BARTLETT 59, LLC  
1751A WEST DIEHL ROAD  
NAPERVILLE, IL 60563

**NOTARY CERTIFICATE**

STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK )

I HEREBY CERTIFY THAT \_\_\_\_\_, WHOSE NAME(S) IS (ARE) SUBSCRIBED IN THE FOREGOING CERTIFICATE IS (ARE) KNOWN TO ME AS SUCH OWNER(S).

GIVEN UNDER MY HAND AND NOTARIAL SEAL  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021 AT \_\_\_\_\_, ILLINOIS.

PRINT: \_\_\_\_\_  
NOTARY PUBLIC

**OWNER'S CERTIFICATE**

STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK )

THIS IS TO CERTIFY THAT BARTLETT 59, LLC, IS (ARE) THE OWNER OF THE PROPERTY DESCRIBED ON THE SUBJECT PLAT AND HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED THEREON, FOR THE USES AND PURPOSES HEREIN SET FORTH, AND DOES (DO) HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

BY: \_\_\_\_\_  
SIGNATURE

BY: \_\_\_\_\_  
PRINT

ITS: \_\_\_\_\_

ADDRESS: 1751A WEST DIEHL ROAD  
NAPERVILLE, IL 60563

ATTEST: \_\_\_\_\_

BY: \_\_\_\_\_  
SIGNATURE

BY: \_\_\_\_\_  
PRINT

TITLE: \_\_\_\_\_

**NOTARY CERTIFICATE**

STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK )

I HEREBY CERTIFY THAT \_\_\_\_\_ PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) IS (ARE) SUBSCRIBED TO THE AFORESAID INSTRUMENT, ACKNOWLEDGED THAT HE/SHE (THEY) SIGNED AND DELIVERED THE INSTRUMENT.

GIVEN UNDER MY HAND AND NOTARIAL SEAL  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021 AT \_\_\_\_\_, ILLINOIS.

PRINT: \_\_\_\_\_  
NOTARY PUBLIC

**VILLAGE OF BARTLETT CERTIFICATE**

STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK )

APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BARTLETT, COOK, DUPAGE AND KANE COUNTIES, ILLINOIS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

BY: \_\_\_\_\_ ATTEST: \_\_\_\_\_

PRINT: \_\_\_\_\_ VILLAGE PRESIDENT PRINT: \_\_\_\_\_ VILLAGE CLERK

**PLAN COMMISSION CERTIFICATE**

STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK )

REVIEWED BY THE PLAN COMMISSION OF THE VILLAGE OF BARTLETT, COOK, DUPAGE, AND KANE COUNTIES, ILLINOIS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

BY: \_\_\_\_\_ ATTEST: \_\_\_\_\_

PRINT: \_\_\_\_\_ PLAN COMMISSION CHAIRMAN PRINT: \_\_\_\_\_ PLAN COMMISSION SECRETARY

**VILLAGE TREASURER CERTIFICATE**

STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK )

I, \_\_\_\_\_ TREASURER FOR THE VILLAGE OF BARTLETT, COOK, DUPAGE AND KANE COUNTIES, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED ON THE SUBJECT PLAT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

BY: \_\_\_\_\_

PRINT: \_\_\_\_\_ VILLAGE TREASURER

**VILLAGE ENGINEER'S CERTIFICATE**

STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK )

I, \_\_\_\_\_ VILLAGE ENGINEER OF THE VILLAGE OF BARTLETT, COOK, DUPAGE AND KANE COUNTIES, ILLINOIS, CERTIFY THAT THE LAND IMPROVEMENTS FOR THE SUBJECT PLATTED AREA AS DESCRIBED IN THE PLANS AND SPECIFICATIONS FOR THE GRASSLANDS, DATED \_\_\_\_\_

LAST REVISED: \_\_\_\_\_ PREPARED BY: \_\_\_\_\_ MEET THE MINIMUM REQUIREMENTS OF THE VILLAGE OF BARTLETT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

BY: \_\_\_\_\_

PRINT: \_\_\_\_\_ VILLAGE ENGINEER

**COUNTY HIGHWAY CERTIFICATE**

STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK )

THIS PLAT HAS BEEN APPROVED BY THE COOK COUNTY HIGHWAY DEPARTMENT WITH RESPECT TO ROADWAY ACCESS TO COUNTY HIGHWAY V44, NAPERVILLE ROAD AND COUNTY HIGHWAY B10, WEST BARTLETT ROAD PURSUANT TO 765 ILCS 205/2; HOWEVER, A HIGHWAY PERMIT FOR ACCESS IS REQUIRED OF THE OWNER OF THE PROPERTY PRIOR TO CONSTRUCTION WITHIN THE COUNTY RIGHT OF WAY.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

BY: \_\_\_\_\_

PRINT: \_\_\_\_\_ COUNTY ENGINEER

**COUNTY CLERK CERTIFICATE**

STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK )

I, \_\_\_\_\_ COUNTY CLERK OF COOK COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE SUBJECT PLAT.

I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE SUBJECT PLAT.

GIVEN UNDER MY HAND AND SEAL AT CHICAGO, COOK COUNTY, ILLINOIS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

BY: \_\_\_\_\_

PRINT: \_\_\_\_\_ COUNTY CLERK

**OWNER'S CERTIFICATE**

STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK )

THIS INSTRUMENT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M, AND RECORDED IN MAP BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ AS DOCUMENT NO. \_\_\_\_\_.

BY: \_\_\_\_\_

PRINT: \_\_\_\_\_ COUNTY RECORDER

**SPECIAL SERVICE AREA NOTICE**

**UTILITY EASEMENT APPROVED AND ACCEPTED**

COMMONWEALTH EDISON  
BY: \_\_\_\_\_ DATED: \_\_\_\_\_

TITLE: \_\_\_\_\_

SBC  
BY: \_\_\_\_\_ DATED: \_\_\_\_\_

TITLE: \_\_\_\_\_

NICOR  
BY: \_\_\_\_\_ DATED: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMCAST  
BY: \_\_\_\_\_ DATED: \_\_\_\_\_

TITLE: \_\_\_\_\_

**PUBLIC UTILITY EASEMENT PROVISIONS**

A PERPETUAL EASEMENT IS HEREBY GRANTED TO THE VILLAGE OF BARTLETT, COOK, DUPAGE AND KANE COUNTIES, ILLINOIS, ITS SUCCESSORS AND ASSIGNS, OVER, UPON, ACROSS, THROUGH AND UNDER THOSE PORTIONS OF THE ABOVE DESCRIBED REAL ESTATE DESIGNATED PUBLIC UTILITY EASEMENT ON THIS PLAT, FOR THE PURPOSE OF INSTALLING, LAYING, CONSTRUCTING, OPERATING, MAINTAINING, REPAIRING, RENOVATING AND REPLACING; WATERMANS, SANITARY SEWER LINES, STORM SEWER LINES, STREET LIGHT CABLES AND ANY OTHER VILLAGE UTILITIES, TOGETHER WITH ALL APPURTENANT STRUCTURES, INCLUDING, BUT NOT LIMITED TO: MANHOLES, WET WELLS, LIFT STATIONS, FIRE HYDRANTS, VALVE VAULTS, STREET LIGHTS AND ANY AND ALL OTHER FIXTURES AND EQUIPMENT REQUIRED FOR THE PURPOSE OF SERVING THE ABOVE DESCRIBED REAL ESTATE WITH WATER SERVICE, SANITARY SEWER SERVICE, STORM WATER COLLECTION, STREET LIGHTING AND OTHER MUNICIPAL SERVICES AND FOR THE PURPOSE OF PROVIDING INGRESS TO AND EGRESS FROM THE PROPERTY SHOWN HEREON FOR EMERGENCY VEHICLES OF ANY AND ALL TYPES WHATSOEVER. IN NO EVENT SHALL ANY PERMANENT BUILDING(S) BE PLACED UPON THE SAID EASEMENT AREAS, BUT THE EASEMENT AREAS MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER SUCH PURPOSES THAT DO NOT, AND WILL NOT IN THE FUTURE, INTERFERE UNREASONABLY WITH THE EASEMENT RIGHTS HEREIN GRANTED TO THE VILLAGE OF BARTLETT.

**SURFACE WATER STATEMENT**

STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK )

DATED AT \_\_\_\_\_, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

BY: \_\_\_\_\_

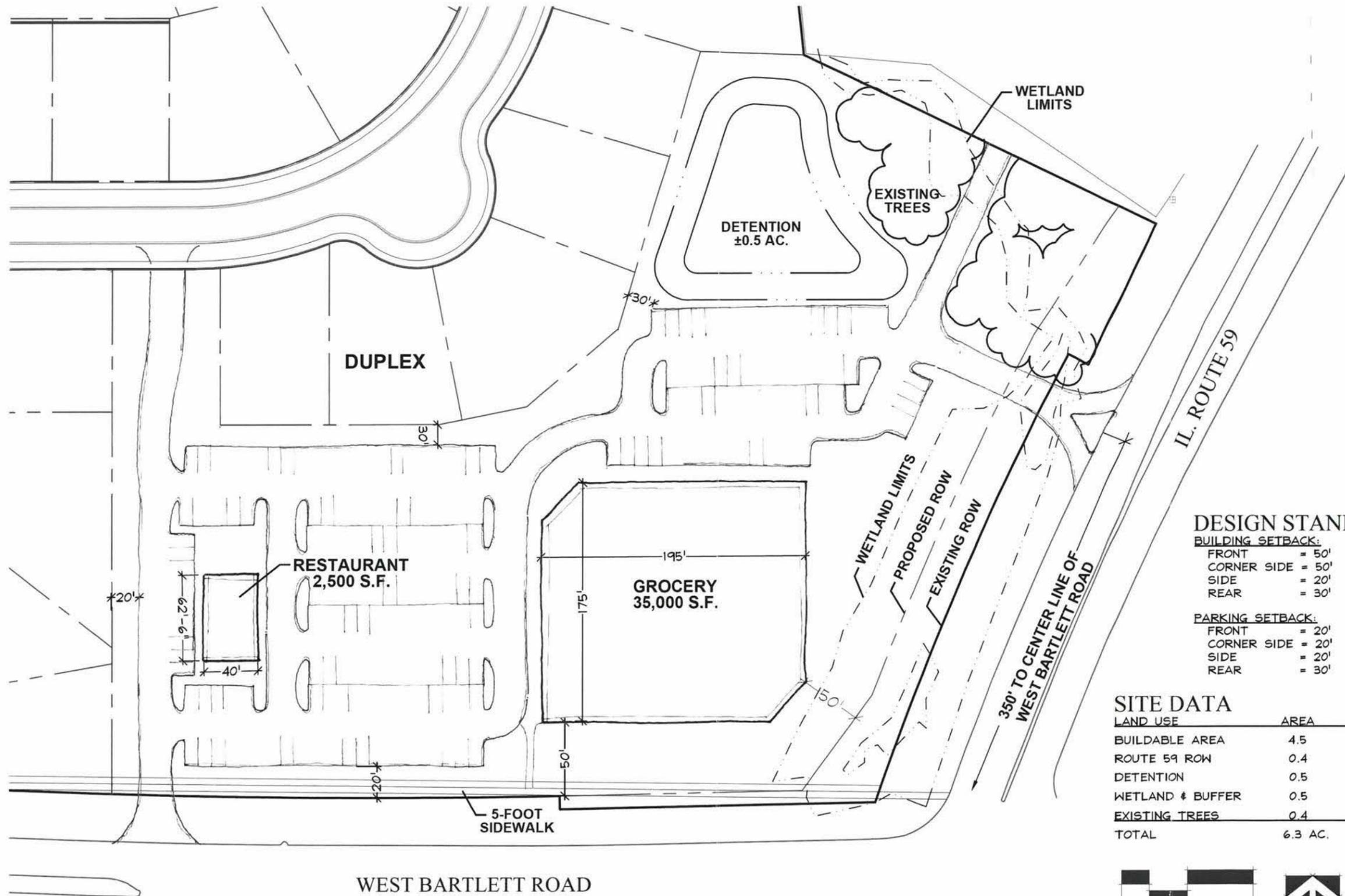
PRINT: \_\_\_\_\_ REGISTERED PROFESSIONAL ENGINEER

BY: \_\_\_\_\_

PRINT: \_\_\_\_\_ OWNER OR DULY AUTHORIZED ATTORNEY

|                                 |                                 |                |     |
|---------------------------------|---------------------------------|----------------|-----|
| PLAT OF SUBDIVISION             |                                 | THE GRASSLANDS |     |
| 1 06/08/21 PER VILLAGE COMMENTS | 2 06/21/21 PER VILLAGE COMMENTS | 3              | 4   |
| 5                               | 6                               | 7              | 8   |
| 9                               | 10                              | 11             | 12  |
| 13                              | 14                              | 15             | 16  |
| 17                              | 18                              | 19             | 20  |
| 21                              | 22                              | 23             | 24  |
| 25                              | 26                              | 27             | 28  |
| 29                              | 30                              | 31             | 32  |
| 33                              | 34                              | 35             | 36  |
| 37                              | 38                              | 39             | 40  |
| 41                              | 42                              | 43             | 44  |
| 45                              | 46                              | 47             | 48  |
| 49                              | 50                              | 51             | 52  |
| 53                              | 54                              | 55             | 56  |
| 57                              | 58                              | 59             | 60  |
| 61                              | 62                              | 63             | 64  |
| 65                              | 66                              | 67             | 68  |
| 69                              | 70                              | 71             | 72  |
| 73                              | 74                              | 75             | 76  |
| 77                              | 78                              | 79             | 80  |
| 81                              | 82                              | 83             | 84  |
| 85                              | 86                              | 87             | 88  |
| 89                              | 90                              | 91             | 92  |
| 93                              | 94                              | 95             | 96  |
| 97                              | 98                              | 99             | 100 |
| 101                             | 102                             | 103            | 104 |
| 105                             | 106                             | 107            | 108 |
| 109                             | 110                             | 111            | 112 |
| 113                             | 114                             | 115            | 116 |
| 117                             | 118                             | 119            | 120 |
| 121                             | 122                             | 123            | 124 |
| 125                             | 126                             | 127            | 128 |
| 129                             | 130                             | 131            | 132 |
| 133                             | 134                             | 135            | 136 |
| 137                             | 138                             | 139            | 140 |
| 141                             | 142                             | 143            | 144 |
| 145                             | 146                             | 147            | 148 |
| 149                             | 150                             | 151            | 152 |
| 153                             | 154                             | 155            | 156 |
| 157                             | 158                             | 159            | 160 |
| 161                             | 162                             | 163            | 164 |
| 165                             | 166                             | 167            | 168 |
| 169                             | 170                             | 171            | 172 |
| 173                             | 174                             | 175            | 176 |
| 177                             | 178                             | 179            | 180 |
| 181                             | 182                             | 183            | 184 |
| 185                             | 186                             | 187            | 188 |
| 189                             | 190                             | 191            | 192 |
| 193                             | 194                             | 195            | 196 |
| 197                             | 198                             | 199            | 200 |
| 201                             | 202                             | 203            | 204 |
| 205                             | 206                             | 207            | 208 |
| 209                             | 210                             | 211            | 212 |
| 213                             | 214                             | 215            | 216 |
| 217                             | 218                             | 219            | 220 |
| 221                             | 222                             | 223            | 224 |
| 225                             | 226                             | 227            | 228 |
| 229                             | 230                             | 231            | 232 |
| 233                             | 234                             | 235            | 236 |
| 237                             | 238                             | 239            | 240 |
| 241                             | 242                             | 243            | 244 |
| 245                             | 246                             | 247            | 248 |
| 249                             | 250                             | 251            | 252 |
| 253                             | 254                             | 255            | 256 |
| 257                             | 258                             | 259            | 260 |
| 261                             | 262                             | 263            | 264 |
| 265                             | 266                             | 267            | 268 |
| 269                             | 270                             | 271            | 272 |
| 273                             | 274                             | 275            | 276 |
| 277                             | 278                             | 279            | 280 |
| 281                             | 282                             | 283            | 284 |
| 285                             | 286                             | 287            | 288 |
| 289                             | 290                             | 291            | 292 |
| 293                             | 294                             | 295            | 296 |
| 297                             | 298                             | 299            | 300 |
| 301                             | 302                             | 303            | 304 |
| 305                             | 306                             | 307            | 308 |
| 309                             | 310                             | 311            | 312 |
| 313                             | 314                             | 315            | 316 |
| 317                             | 318                             | 319            | 320 |
| 321                             | 322                             | 323            | 324 |
| 325                             | 326                             | 327            | 328 |
| 329                             | 330                             | 331            | 332 |
| 333                             | 334                             | 335            | 336 |
| 337                             | 338                             | 339            | 340 |
| 341                             | 342                             | 343            | 344 |
| 345                             | 346                             | 347            | 348 |
| 349                             | 350                             | 351            | 352 |
| 353                             | 354                             | 355            | 356 |
| 357                             | 358                             | 359            | 360 |
| 361                             | 362                             | 363            | 364 |
| 365                             | 366                             | 367            |     |

**EXHIBIT F**  
**PRELIMINARY COMMERCIAL PUD PLAN**



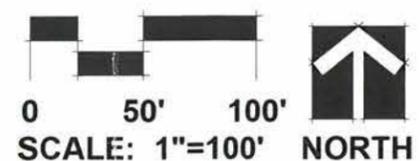
**DESIGN STANDARDS**

**BUILDING SETBACK:**  
 FRONT = 50'  
 CORNER SIDE = 50'  
 SIDE = 20'  
 REAR = 30'

**PARKING SETBACK:**  
 FRONT = 20'  
 CORNER SIDE = 20'  
 SIDE = 20'  
 REAR = 30'

**SITE DATA**

| LAND USE         | AREA           | % OF SITE     |
|------------------|----------------|---------------|
| BUILDABLE AREA   | 4.5            | 71.4%         |
| ROUTE 59 ROW     | 0.4            | 6.3%          |
| DETENTION        | 0.5            | 7.9%          |
| WETLAND & BUFFER | 0.5            | 7.9%          |
| EXISTING TREES   | 0.4            | 6.5%          |
| <b>TOTAL</b>     | <b>6.3 AC.</b> | <b>100.0%</b> |



**PRELIMINARY COMMERCIAL P.U.D. PLAN**  
 THE GRASSLANDS  
 BARTLETT, ILLINOIS  
 6/04/2021

**GRWA**  
 GARY R. WEBER  
 ASSOCIATES, INC.  
 LAND PLANNING  
 ECOLOGICAL CONSULTING  
 LANDSCAPE ARCHITECTURE  
 WWW.GRWAINC.COM  
L:\Projects\CRN2001\Acad\CRN2001\_G03\_01CP\_comm.dwg

## EXHIBIT G

### SCHEDULE OF SPECIAL CONDITIONS, RIGHTS AND WAIVERS AND CONDITIONS PRECEDENT FOR DEVELOPMENT

#### I. THE DEVELOPMENT

- A. Driveway Slopes will permit a maximum grade of 8% rather than the 5% allowed under current ordinances.
- B. Section 11-7-3:A.1, Bartlett Municipal Code titled “Minimum/Maximum Yard Grades – Foundation Elevation Differences” shall apply to the Subject Property, except the applicability of the first paragraph of Ordinance Section 11-7-3:A “Elevation Differences” shall be modified to state: “the difference in elevation between adjacent buildings tops of foundation shall be a maximum of two feet six inches (2’-6”) for the Traditional Single Family Tract; two feet (2’) for the Cottage Homes Tract; and three feet six inches (3’-6”) for the Duplex Homes Tract.”
- C. In order to restrict traffic from the portion of the Subject Property located south of the adjacent railroad right of way from proceeding north, Owners will erect and maintain traffic control signage during construction on the Subject Property requiring all construction traffic exiting onto Naperville Road from that portion of the Subject Property under construction to turn south.
- D. For all residential Tracts other than the Townhome Tract, the maximum building height for buildings within the Tract shall not exceed 32’ measured from the top of building foundation.

#### II. TRADITIONAL SINGLE FAMILY TRACT

- A. This sub-area is most akin to the SR-3 Suburban Residence zoning district.
- B. Uses permitted: All uses permitted in the SR-3 Suburban Residence zoning district.
- C. Special Conditions, Rights and Waivers:
  - 1. Minimum Yard Standards:
    - Front: 25
    - Corner Side: 25’

#### III. COTTAGE HOMES TRACT

- A. Uses permitted: All uses permitted in the SR-4 Suburban Residence zoning district.

B. Special Conditions, Rights and Waivers:

1. Minimum Lot Size: 6,375 square feet.
2. Minimum Yard Standards:
  - Front: 20'
  - Corner Side: 20'
  - Interior Side: 5'
  - Rear (lots 1-40 and 51-60): 25'
  - Rear (lots 41-50): 30'
3. Maximum Impervious Surface: 53%

IV. DUPLEX HOMES TRACT

- A. This sub-area is most akin to the SR-3 Suburban Residence zoning district.
- B. Uses permitted: All uses permitted in the SR-3 Suburban Residence zoning district.
- C. Special Conditions, Rights and Waivers:
  1. Minimum Yard Standards:
    - Front: 20'
    - Corner Side: 20'
    - Interior Side: 5'
    - Rear: 25'
  2. Maximum Impervious Surface: 56%

V. TOWNHOME TRACT

- A. This sub-area is most akin to the SR-6 Suburban Residence - Medium Density - Multiple-Family Residence zoning district.
- B. Uses permitted: All uses permitted in the SR-6 Suburban Residence - Medium Density - Multiple-Family Residence.
- C. The mean building height for buildings within the Tract shall not exceed 50' measured from the top of building foundation.
- D. Special Conditions, Rights and Waivers:
  1. Minimum Front Yard: 15'
  2. Minimum Building Separation (Side to Side): 20'

VI. COMMERCIAL TRACT

- A. This sub-area is most akin to the B-3 Neighborhood Shopping District.
- B. Minimum parking setbacks in the front and corner side yards shall be 20 feet.
- C. Uses permitted: Uses and bulk regulations as specified in the B-3 Neighborhood Shopping District.
- D. Maximum floor area ratio of any nonresidential uses shall not exceed 0.5.
- E. Notwithstanding the provisions set forth in Section 11-4-3:C.3 of the Subdivision Ordinance, the Final PUD Plan for the Commercial Tract shall not be required to substantially comply with the Commercial Preliminary PUD Plan.

VII. **CONDITIONS PRECEDENT TO DEVELOPMENT**

A. **CONDITIONS TO PASSAGE OF FINAL PUD APPROVAL ORDINANCE AND ISSUANCE OF EARLY EARTHWORK PERMIT, SITE DEVELOPMENT PERMIT, AND/OR BUILDING PERMITS.** The Village Corporate Authorities will not pass the Final Subdivision / Final PUD Approval Ordinance, or issue an early earthworks permit or a site development permit for any Phase of the Planned Development or issue any building permits unless and until the following conditions precedent have been satisfied:

- 1. Approval by the Village of all proposed work, filling, modification and/or disturbance to any special management areas, including wetland buffer areas, and with respect to any wetland mitigation on the Subject Property. It is agreed by the Village and the Owner that such areas are under the Village's jurisdiction and that the United States Army Corps of Engineers ("USACE"), does not have jurisdiction over such areas in Phase 1.
- 2. Letter from the Executive Director or President of the Bartlett Park District evidencing the Park District's approval of the proposed land donation conveyance of the West Park Site, or its agreement with respect to such other cash in lieu of land donations, if any, and cash donations in accordance with the requirements set forth in the Bartlett Donation Ordinance as amended and codified as Title 11, Chapter 10 of the Bartlett Municipal Code.
- 3. Engineering Approval Phase 1. Approval by the Village Engineer of the final engineering plans prepared by \_\_\_\_\_ dated \_\_\_\_\_, last revised \_\_\_\_\_, for Phase 1 of the Subject Property, consisting of \_\_\_\_\_ sheets (collectively, the "Final Engineering Plans for Phase 1"), which Final Engineering Plans for Phase 1 shall meet the requirements of the Subdivision Ordinance as same may be modified by this Agreement. The Owner's engineer shall submit its opinion of probable cost for all of the Public Improvements for Phase 1 purposes

of completing the PICA (hereinafter defined) and fixing the amount of security to be posted to guaranty that the on-site and off-site Public Improvements for Phase 1 to be constructed and installed by the Owner or a separate developer with whom the Owner enters a written agreement to construct and install the Public Improvements and private improvements for each phase and POD (the “applicable developer”), or by a separate general contractor or construction manager hired by the Owner or the applicable developer, will be completed, fully paid for and maintained by the Owner or the applicable developer for the Maintenance Period (hereinafter defined).

4. Engineering Approval for all Other Phases. Approval by the Village Engineer of the final engineering for plans for all other Phases (Phase 2 and Phase 3) which meet the requirements therefor as set forth in the Subdivision Ordinance. The owner or applicable developer’s engineer shall submit engineer’s estimate of probable cost for all Public Improvements (hereinafter defined) for the applicable Phase for the purpose of completing the PICA (hereinafter defined) for that Phase and to fix the amount of security to be posted to guaranty that said on-site and off-site Public Improvements (hereinafter defined) for that Phase are completed and fully paid for and will be maintained for the Maintenance Period (hereinafter defined).

**B. CONDITIONS TO VILLAGE SIGNING FINAL PLATS OF SUBDIVISION AND TO RECORDING SAME.** The following shall be conditions precedent to the Village signing the Final Plat of Subdivision and the recording any Final Plat of Subdivision, or approval of a Final PUD Plan (sometimes referred to in the Zoning Ordinance as a “Final Development Plan”):

1. All of the conditions precedent in Section VII. A. of the Schedule of Conditions to Development shall have been satisfied.
2. Public Improvements Completion Agreement. The Owner and the applicable developer of the Phase or portion thereof to be developed and all PODs within such Phase or portion for which a Final Subdivision / Final PUD Approval Ordinance has been passed shall execute and deliver to the Village a Public Improvements Completion Agreement (the “PICA”) in form set forth in the Subdivision Ordinance for each Phase or portion of the development, in which the Owner (or the applicable developer if a separate developer will be performing any of the Public Improvements work agree to be jointly and severally obligated), except for such deviations from said form approved by the Village Attorney, agreeing to construct and install all of the on-site and off-site public improvements including, but not limited to (i) site grading and proposed locations of stockpiled and stored materials; (ii) erosion control; (iii) on-site and off-site underground improvements; (iv) water distribution system improvements, including transmission mains for domestic and fire flows; (v) sanitary sewer system improvements, including interceptor and collector sewer lines to connect to sewage treatment facilities; (vi) stormwater management system improvements, including, the acre feet of stormwater storage necessary for the Subject Property

and on-site and off-site floodwater routing and detention basin and retention pond improvements; (vii) on-site and off-site roadway improvements, including curbs, gutters, and driveway approaches, street lights, sidewalks, parkway trees and parkway landscaping; (viii) other landscaping on public property or property to be conveyed to a public entity as required in the Subdivision Ordinance; and (ix) bike paths (the “Public Improvements”) in strict accordance with the approved Final Engineering Plans for the applicable Phase of development of the Subject Property and in compliance with the Subdivision Ordinance by a mutually agreed upon date not greater than three (3) years from the date of the Final Subdivision / Final PUD Approval Ordinance for the applicable Phase and that the Public Improvements will be fully paid for and will be maintained for the Maintenance Period (hereinafter defined). The PICA shall provide, among other things, in the event any of the on-site or off-site Public Improvements that will serve the development on the Subject Property are damaged as a result of the on-site or off-site construction activities of the Owner or the applicable developer, their respective contractors and their sub-contractors, that such damage shall be promptly repaired, or caused to be repaired, to the Village’s satisfaction by the Owner or the applicable developer without cost to the Village.

3. Public Improvement Security. The Owner or the applicable developer shall submit either (i) an irrevocable standby letter of credit, in a form as set forth in the Subdivision except for such deviations from said terms as approved by the Village Attorney and in amounts approved by the Village Engineer (the “Letter of Credit”), issued by a federally insured financial institution which meets the minimum requirement therefor under the Subdivision Ordinance, or (ii) a performance bond and a labor and material payment bond in form as set forth in the Subdivision Ordinance, except for such deviations from said form as approved by the Village Attorney, issued by a surety authorized by the Illinois Department of Insurance to issue and sign sureties in Illinois, with a financial strength rating (“FSR”) of at least A- from A.M. Best Company, Inc., Moody’s Investor Service, Standard & Poors Corporation, or similar rating agency (the “Performance and Payment Bonds”), or (iii) a cash bond in form as set forth in the Subdivision Ordinance (the “Cash Bond”), except for such deviations from said form as approved by the Village Attorney, to ensure that the Public Improvements for the subdivision(s) approved in the applicable Phase of the Development will be completed and fully paid for, and after acceptance of the Public Improvements by the Village Corporate Authorities, will be maintained for a period of 15 to 24 months from the date of completion thereof as determined by the Village Engineer at the time of completion based on normal weather conditions at the time of year when the said Public Improvements are completed and the ability to inspect and reinspect said Public Improvements and any punch list work (the “Maintenance Period”).
4. Declaration and Special Service Area Consents.
  - (a) The Owner or applicable developer shall submit for review by the Village to be recorded against the Subject Property (the “Master Declaration”), or if no Master Declaration is submitted a separate Declaration of Covenants, Conditions and Restrictions for, excluding the Commercial Tract, each

Phase and POD of the Development which the Owner or the applicable developer may elect to combine by Phase (the "Applicable Declaration of CCRs"). The Master Declaration or each Applicable Declaration of CCRs shall provide for the creation of an owner's association to maintain all common areas of the Subject Property or the applicable Phase and/or POD, including but not limited to the wetland areas and naturalized detention basins and wetland retention ponds, the stormwater retention basins, retention ponds, drainage swales and ditches, drainage pipes or conduit, fences and berms, and for the maintenance, repair or possible replacement of the storm sewer and stormwater management system to be constructed and installed on the applicable Phase and POD of the Subject Property by the Owner or the applicable developer; and disclosing the special service area obligations of each owner's association and future owners with respect thereto. The Master Declaration and/or the Applicable Declaration of CCRs must be recorded against the subdivision for the applicable Phase and POD prior to closing on the sale of any residential lot or unit in any such Phase and POD.

- (b) The Owner or the applicable developer shall have timely filed all Owner's consents, and the consent of the person or persons in whose name the general real estate taxes for the last preceding year were paid on each tract lying within the proposed special service area, and documents necessary for the Village to establish a special service area for the applicable Phase and POD of the Subject Property to pay for future maintenance, repair, and/or replacement, if necessary, of all stormwater management areas, storm sewers, drain pipes or conduit, structures and appurtenances, drainage swales and ditches, storm water detention basins and retention ponds, wetland areas and natural detention basins and retention ponds (the "SSA Consents"). The SSA shall be established pursuant to Section D.4 of the Conditions Precedent.
5. The Master Declaration and/or the Applicable Declaration of CCRs must be recorded against the property with the approved Final Subdivision Plat/Final PUD Plan for the applicable Phase and POD. The Owner or the applicable developer of a Phase and/or POD shall incorporate a new not-for-profit corporation or articles of organization for a new limited liability company for the applicable recorded subdivision as an owner's association(s) prior to the closing of a residential lot or unit on any portion of the Subject Property.
  6. The attached Exhibit G-2 shows the Owner's current plan for the associations within the Development.

**C. EARLY EARTHWORK AND SITE DEVELOPMENT REQUIREMENTS.** In the event the Owner or the applicable developer desires to commence any grading or earthwork on any portion of the Subject Property prior to the establishment of a special service area and the recording of a final plat of subdivision covering any particular Phase and POD, the following shall be conditions precedent for

an early earthwork permit to begin excavation and preliminary grading and filling and soil stockpiling on the applicable portions of the Subject Property only as shown on the Final Engineering Plans or a grading plan approved by the Village Engineer:

1. All of the conditions precedent set forth in Section VII, subsections A and B of this Schedule of Special Conditions shall have been satisfied but the ordinance establishing the SSA, the final plat of subdivision for the applicable Phase, and the ordinance proposing the SSA need not have yet been recorded provided each such ordinance approving the same has been adopted and further provided the Master Declaration and/or the Applicable Declaration of CCRs have/has been approved by the Village Attorney.
2. Compliance with the early earthwork procedures and early earth work check list as set forth in the Subdivision Ordinance, except as modified in this Section C.
3. The execution and submittal of a hold harmless agreement in form approved by the Village Attorney executed by the Owner or the applicable developer.
4. Submittal of all consents required by statute for the establishment of a special service area as approved by the Village Attorney.
5. Submittal of an engineer's estimate from the Owner's or the developer's engineer for the cost to perform erosion control measures, site grading, and to the cost to restore and regrade the applicable Phase of the Subject Property to its original condition, including removal of all soils and stockpiles, and replacement of soils and fill removed from the Subject Property ("Early Earthwork Security Amount").
6. Submittal of separate security in the form of a Letter of Credit, Performance and Payment Bond or Cash Bond, in the amount of 110% of the Early Earthwork Security Amount, which may be drawn upon in the event (i) the Final Plat of Subdivision is not recorded within six (6) months of the issuance of an early earthwork permit; (ii) the ordinance establishing the SSA for the applicable Phase/POD is not recorded within six (6) months of the issuance of an early earthwork permit; and (iii) the Master Declaration and/or the Applicable Declaration of CCRs is not recorded within six (6) months of the issuance of the an early earthwork permit; and/or (iv) the Public Improvements security for the remaining Public Improvements in the applicable Phase/POD is not furnished to the Village within one (1) year from the date of the issuance of the applicable early earth works permit, and/or (y) the Public Improvements for the applicable Phase/POD are not completed and evidence they have been fully paid for has not been submitted to the Village within three (3) years of the date of the issuance of an applicable early earth works permit. The Owner or the applicable developer may submit the Public Improvement Security required under section VII B.3 in lieu of the separate security provided in this paragraph 6 provided it includes the cost to restore the site in the event the Applicable Declaration of CCRs is not recorded within six (6) months of the issuance of the early earthworks permit.

7. Erosion control measures shall be installed on the entire Phase or affected portion thereof, including around all wetland areas and wetland buffers in each POD within a Phase being constructed before any grading work commences on any Phase or POD with respect to the issuance of any such early earthworks permit.
8. All excavation and grading contractors and subcontractors and other contractors and subcontractors that perform any early earthwork, shall have in place prior to commencing any excavation or grading work comprehensive general liability (“CGL”) of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate CGL coverage, worker’s compensation, and employer’s liability insurance, and each shall be licensed by the Village and bonded as required in the Building Code.
9. No work or activities of any kind shall take place in any wetland area until all governmental approvals required by law for such work have been procured and separate security as may be required by the DuPage County Countywide Stormwater and Flood Plain Ordinance, as amended (the “DuPage County Stormwater Ordinance”) which has been adopted by the Village as part of the Bartlett Municipal Code for the entire Village including the Subject Property, notwithstanding the fact that it is located in Cook County.
10. Such early earthwork shall be performed at Owner’s and the Developer’s sole risk and without injury or work on any property surrounding the Subject Property, except as permitted under a written grant of easement, easement agreement or license agreement with such surrounding owner.
11. The Owner or the applicable developer shall apply for an Erosion Control Permit and adhere to measures for the prevention of soil erosion during the development for the Subject Property pursuant to the Village’s erosion control requirements set forth in the Subdivision Ordinance, or the “Illinois Urban Manual” (Latest Edition, as amended), and the recommended procedures of the Kane-DuPage Soil and Water Conservation District and any other applicable regulatory agency with jurisdiction thereof, whichever is more restrictive in effect at the time of construction. The owner or the applicable developer shall submit to the Village an erosion control plan with the Final Engineering Plans for the applicable Phase/POD that show the proposed sequence of any site grading, excavation and land balancing work to be performed where dirt, fill or spoils will be piled or stored, and shall be subject to review and approval of the Village Engineer. All erosion control work and methods shall be specifically stated in the engineering plans and be specifically set forth in the performance bond(s) submitted by the Owner or the applicable developer, and in the event the Owner or the applicable developer requests an early earth work permit, the cost to remove all spoils piled and/or stored and to restore the site to its original condition shall be included in a separate performance bond posted with the Village in accordance with the procedure set forth in the Subdivision Ordinance as if the Subdivision Ordinance were to apply to the Owner or the applicable developer’s development of the Subject Property.

**D. ADDITIONAL CONDITIONS FOR BUILDING PERMIT – SPECIAL SERVICE AREA.** After the recording of the Final Plat of Subdivision for a particular Phase and POD, it shall be a condition precedent to the issuance of any building permits and to closing on the sale of any residential lot in said subdivision to any buyer who will occupy any residence or unit in any building to be built upon the Subject Property, and to the application for the issuance of any occupancy permit for any residence or unit in any building constructed on the Subject Property, that the conditions precedent thereto set forth in Sections VII. A, B and C above have been satisfied, even if the Owner or applicable developer does or do not apply for early earthwork and/or a site development permit and the following condition precedents thereto shall have taken place.

1. Compliance with the applicable provisions of chapter 2 of the Building Code (Title 9, Chapter 2, Sections 9-2-1 through 9-2-15 of the Bartlett Municipal Code), and the Supplemental Grading Requirements set forth on Exhibit G-1 attached.
2. The Corporate Authorities shall have adopted an ordinance proposing the establishment of a special service area for the subdivision that encompasses the applicable Phase and POD, that provides for the levy of taxes to maintain and the issuance of bonds in an amount determined by the Village Engineer using usual and customary methodology to establish said amount for the purpose of paying the cost of providing special services in and for the applicable subdivision (the “Ordinance Proposing the SSA”), and the Ordinance Proposing the SSA shall have been recorded. It is contemplated that there will be two special service areas for the Subject Property (i) Grasslands Special Service Area Number One encompassing the Traditional Single Family Tract ( Phase 1, POD 1), the Cottage Homes Tract (Phase 1, POD 2), the Duplex Homes Tract (Phase 1, POD 3), and the NE Vacant Tract (Phase 1, POD 4); and (ii) Grasslands Special Service Area Number Two encompassing the Townhome Tract (Phase 2, POD 1) and the Wetland Tract (Phase 2, POD 2). No special service area shall be required for the Commercial Tract. Village agrees, provided the Owner or the applicable developer has satisfied all preconditions, to act promptly to adopt any such ordinance.
3. The Corporate Authorities shall have held a public hearing to consider establishment of a special service area for the applicable Phase/POD not less than 60 days after the adoption of the Ordinance Proposing the SSA, pursuant to statutory notice mailed to or waived by the person or persons in whose name the general taxes for the last preceding year were paid on each property lying within the proposed special service area for the applicable Phase/POD of the development, and notice of said public hearing shall have been published not less than 15 days before the public hearing on the proposed SSA. Village agrees, provided the Owner or the applicable developer has satisfied all preconditions, to promptly hold the referenced public hearing.

4. The Corporate Authorities shall have adopted an ordinance establishing a special service area for the subdivision for the applicable Phase/POD which provides (1) authority for the levy of an annual maintenance tax in an amount to be calculated by the Village Engineer (using a reasonable determination of costs based on the scope of work and current costs obtained from industry sources) after receipt of final engineering for ordinary maintenance and care including erosion control of the detention and retention ponds and basins; drainage swales and ditches and ordinary maintenance and repair of storm sewers, drain tile, pipes and other conduit, appurtenant structures and ordinary care and maintenance of wetlands and naturalized areas (“Ordinary Services”) plus inflation, in the event the homeowners association(s) for the applicable Phase and POD fail to provide the Ordinary Services; and (2) for the issuance of bonds in an amount to be calculated by the Village Engineer (using a reasonable determination of costs based on the scope of work and current costs obtained from industry sources) after receipt of final engineering after adjustment for increases in construction costs levied against the applicable subdivision (the “SSA Bonds”) for the purpose of paying the cost of cleaning and dredging the stormwater detention and retention ponds and basins, drainage swales and ditches, and replacing storm sewers, drain tiles, drain pipes and conduit, and appurtenant structures and restoring wetlands area and naturalized detention basin areas which will serve the applicable subdivision (“Extraordinary Services”), and which SSA Bonds will only be issued in the event the Extraordinary Services are not performed by the Owner, the applicable developer, the homeowners association for each subdivision in question, or the current or future owners of the said subdivision(s) (the “Ordinance Establishing the SSA”), and the Ordinance Establishing the SSA has been recorded.
5. Notwithstanding the foregoing, however, Owner or the applicable developer may submit for and obtain a Site Development Permit for the applicable subdivision prior to the adoption of an ordinance establishing a special service area provided the SSA Consents have been signed, the Ordinance Proposing the SSA for that Phase/POD has been adopted, and the remaining checklist items in Section 11-12-5, Appendix E-3 of the Subdivision Ordinance have been submitted and completed.

## EXHIBIT G-1

### SUPPLEMENTAL GRADING REQUIREMENTS

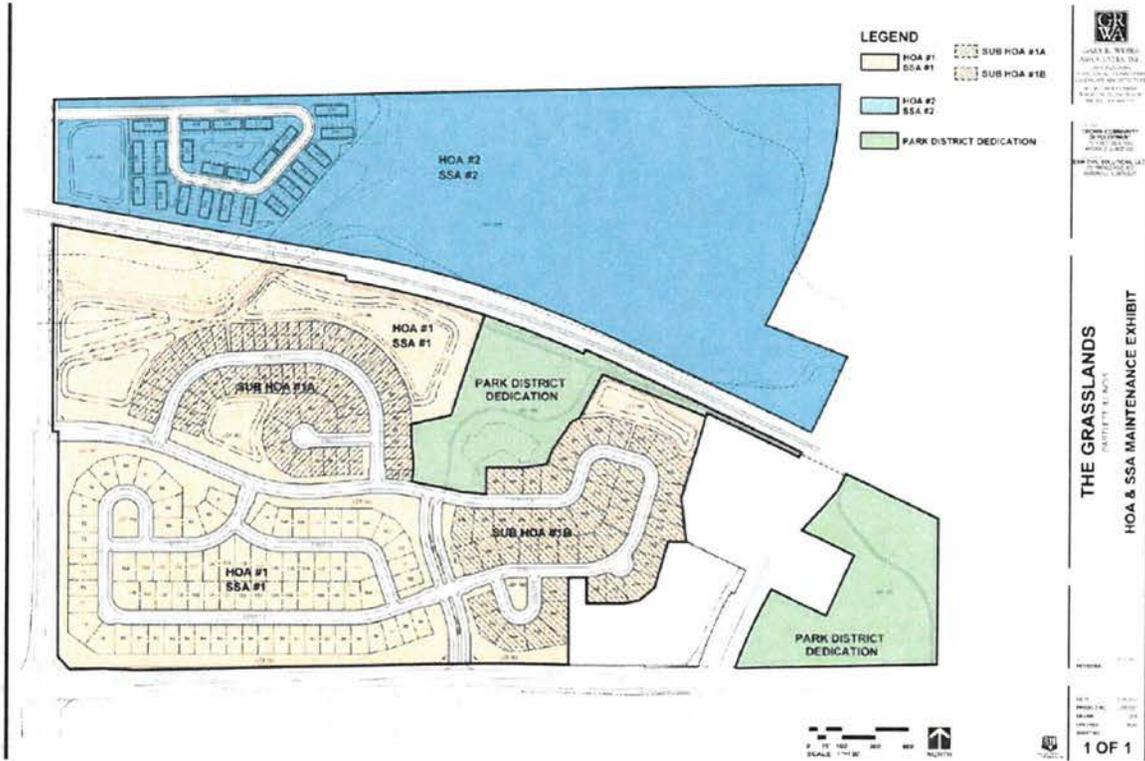
Additional Lot Engineering, Grading and Drainage Plan Requirements for each Lot in the Traditional Single Family Tract, the Cottage Homes Tract, and the Duplex Homes Tract.

The plans submitted for each Lot shall comply with the requirements of the Bartlett Municipal Code, except as modified by the Planned Development Agreement, and shall comply with the approved Final Plat of Subdivision, Final PUD Plan, and the Final Engineering Plans approved by the Village Engineer, but shall include the following additional information:

1. Contours: Existing contours on one foot (1') intervals. Existing contours will be shown in dashed lines and proposed contours show in solid lines.
2. Elevations: All elevations will be on the USGS Datum and benchmarks used will be indicated. The plan will include the following:
  - (a) Spot elevation of all existing and proposed critical locations.
  - (b) Spot elevation at corners and at twenty-five foot (25') intervals along the property lines or along the perimeter of the area to be regraded or relandscaped.
  - (c) Proposed top of building foundation.
  - (d) Elevations of all grade level entries.
  - (e) Elevations of proposed finished ground grade at all significant points around the proposed building.
  - (f) Elevations and locations where drainage courses, ditches, swales or overland drainage flows cross the property lines.
  - (g) As-built grading for all improved adjacent lots must be shown.
  - (h) All in place erosion control measures on adjoining lots under construction must be shown.
3. Proposed Driveways and Sidewalks:
  - (a) Locations.
  - (b) Shapes and spatial arrangement of driveways and sidewalks.
  - (c) Gradients.
4. Setbacks, Yard Requirements, Easements: The plan will adhere to the requirements of the Bartlett Municipal Code, except as expressly modified by the Planned Development Agreement.
5. Sanitary Sewers, Storm Sewers & Water Mains:
  - (a) Location of existing and proposed connections:
    - (1) Size.
  - (b) Water shutoff boxes.
  - (c) Location and disposition of sump pump.

# EXHIBIT G-2

## HOA/SSA MAINTENANCE PLAN



**EXHIBIT H**  
**HOME STYLES**

## Estates Series Line-up

|             | Square Footage | Bedrooms | Garage | Elevations |
|-------------|----------------|----------|--------|------------|
| Greenfield  | 2,621 – 3,235  | 4 – 5    | 2 – 3  | 4          |
| Hilltop     | 2,899 – 3,299  | 4 – 5    | 2 – 3  | 4          |
| Riverton    | 3,126 – 3,437  | 4        | 2 – 3  | 6          |
| Westchester | 3,300 – 3,507  | 4 – 6    | 2 – 3  | 4          |

# Westchester - Estates



Confidential and Proprietary

# Riverton - Estates



Confidential and Proprietary

# Riverton - Estates



# Hilltop - Estates



Confidential and Proprietary

# Greenfield - Estates



Confidential and Proprietary

## The Landings Series Line-up

|            | Square Footage | Bedrooms | Garage | Elevations |
|------------|----------------|----------|--------|------------|
| Abbeyville | 1,683 – 2,445  | 2 – 4    | 2      | 8          |
| Ascend     | 1,936 – 2,682  | 2 – 4    | 2      | 8          |
| Martin Ray | 1,963 – 2,992  | 2 - 4    | 2      | 7          |

# Abbeywood – The Landings



Confidential and Proprietary

# Abbeyville – The Landings



Confidential and Proprietary

# Ascend – The Landings



Confidential and Proprietary

# Ascend – The Landings



Confidential and Proprietary

# Martin Ray – The Landings



# Martin Ray – The Landings



Confidential and Proprietary

# Duplex Series Line-up

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|          | Square Footage | Bedrooms | Garage | Elevations |
|----------|----------------|----------|--------|------------|
| Provence | 1,577 – 2,781  | 2 – 4    | 2      | 4          |

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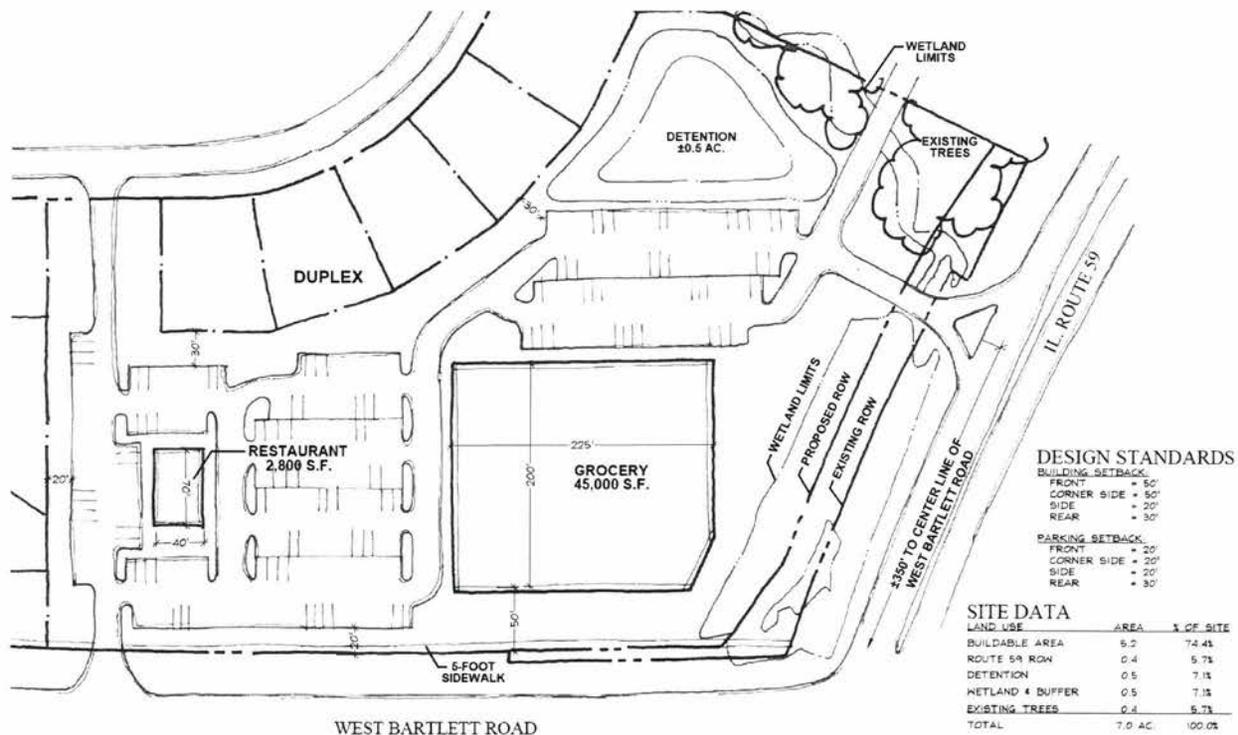
## Provence – Duplex (Bottom is with loft Option)



Confidential and Proprietary

**EXHIBIT I-1**

**COMMERCIAL TRACT REDESIGN**



**DESIGN STANDARDS**

**BUILDING SETBACK**

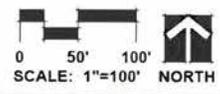
- FRONT = 50'
- CORNER SIDE = 50'
- SIDE = 20'
- REAR = 30'

**PARKING SETBACK**

- FRONT = 20'
- CORNER SIDE = 20'
- SIDE = 20'
- REAR = 30'

**SITE DATA**

| LAND USE         | AREA           | % OF SITE     |
|------------------|----------------|---------------|
| BUILDABLE AREA   | 5.2            | 74.4%         |
| ROUTE 59 ROW     | 0.4            | 5.7%          |
| DETENTION        | 0.5            | 7.1%          |
| WETLAND 4 BUFFER | 0.5            | 7.1%          |
| EXISTING TREES   | 0.4            | 5.7%          |
| <b>TOTAL</b>     | <b>7.0 AC.</b> | <b>100.0%</b> |

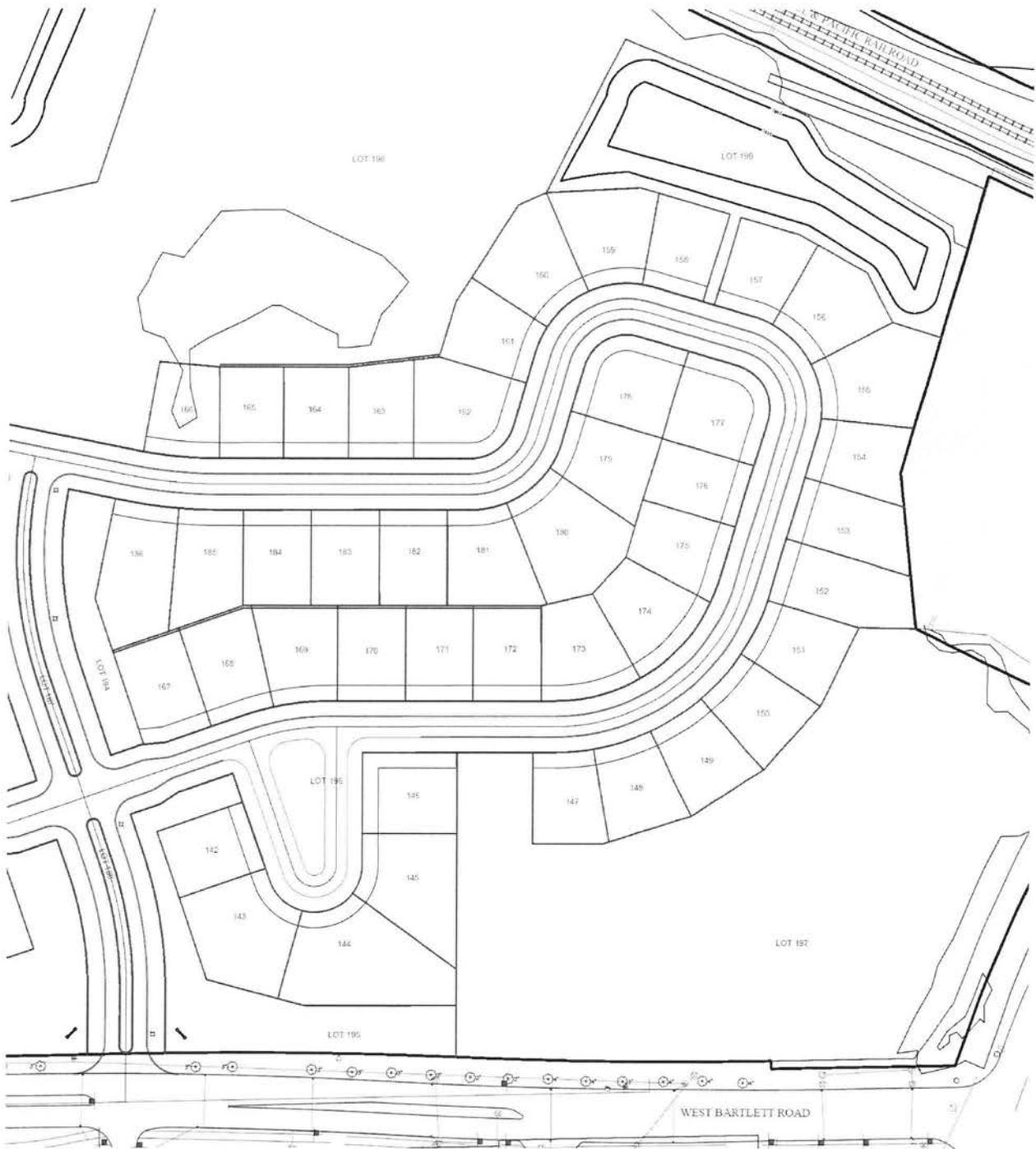


**PRELIMINARY COMMERCIAL P.U.D. PLAN**  
 THE GRASSLANDS  
 BARTLETT, ILLINOIS

7/8/2021

**GRWA**  
 GARY R. WEBER ASSOCIATES, INC.  
 LAND PLANNING  
 ECOLOGICAL CONSULTING  
 LANDSCAPE ARCHITECTURE  
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**EXHIBIT I-2**





# AGENDA ITEM EXECUTIVE SUMMARY

Item Name Grasslands Subdivision

Committee or Board Board

## BUDGET IMPACT

Amount: N/A

Budgeted N/A

List what fund N/A

## EXECUTIVE SUMMARY

The petitioner is requesting to **rezone** 192 acres to the PD Planned Development Zoning District for a proposed mixed-use development located at Rt. 59 and West Bartlett Road.

The petitioner is also requesting **Preliminary Subdivision Plat/ Preliminary PUD Plan** approval of the subject property. This Plan identifies four (4) PODs or neighborhoods, including a 116 unit townhome development on the east side of Naperville Road, north of the Chicago, Milwaukee, St. Paul & Pacific rail line consisting of 23 buildings.

**Special Use Permits** are being requested for a Planned Unit Development and for wetland mitigation.

A **Comprehensive Plan amendment to the Bartlett Future Land Use Plan**, which currently designates this area as "Residential", "Commercial", "Open Space" and "Office/Business Park," is also being requested.

The **Preliminary Commercial PUD Plan** identifies a grocery/retail store along with a possible restaurant.

The Plan Commission reviewed the petitioner's requests and conducted the public hearing at their meeting on June 10, 2021. The Commissioners expressed concerns with the following: (a) the size of the commercial site, (b) the lack of an emergency exit for the townhomes (Phase 2), (c) the reduced lot size for the active adult PODs and (d) the 5-foot side yard setbacks for the active adult PODs.

The **Plan Commission** recommended **approval** subject to the conditions and findings of fact outlined in the Staff Report and the following additional condition:

- y. Light poles at the subdivision entrances and within the commercial site shall match those in the West Bartlett Road Corridor Plan (Lumec Harmonia Series).

The **Committee of the Whole** reviewed the petitioner's requests at their July 6, 2021 meeting. The Committee raised concerns with emergency access for Phase 2 (townhomes) and requested the commercial area be increased.

The petitioner has agreed to increase the pavement width of Street I in the townhome development to accommodate a partial lane closure in the event of an emergency and to reduce one unit in a townhome building (lot 207) to improve emergency access around its' perimeter.

The petitioner submitted a revised Preliminary Commercial PUD Plan in which the size of this commercial lot increased from 6.3 acres to 7.0 acres and the estimated building square footage increased from 37,500 to 47,800. Due to the increased area of the commercial site, a duplex lot was relocated to the west acre park site. The west property line of the park site will be adjusted to maintain the required land dedication. The Park District Board reviewed the proposed park dedications at their July 13, 2021 Committee meeting and moved the proposal forward for a vote.

## ATTACHMENTS (PLEASE LIST)

PDS Memo, Ordinance with Exhibits

## ACTION REQUESTED

- For Discussion only
- Resolution
- Ordinance - Move to Approved Ordinance #2021-\_\_\_ An Ordinance Rezoning the 192.023 Acre Property to the PD Planned Development Zoning District, Approving a Preliminary Subdivision Plat/Preliminary PUD Plan, Granting Special Use Permits for a Planned Unit Development and Wetlands and Amending the Future Land Use Plan for Grasslands Subdivision
- Motion

Staff: Roberta Grill, Planning & Development Services Director Date: 07.08.2021

**PLANNING AND DEVELOPMENT SERVICES MEMORANDUM**  
**21-71**

DATE: July 8, 2021  
TO: Paula Schumacher, Village Administrator  
FROM: Roberta Grill, Planning & Development Services Director *RBG*  
RE: **(#21-04) Grasslands**

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**PETITIONER**

Chris Naatz and Dan Olsem on behalf of Crown Community Development

**SUBJECT SITE**

Rt. 59 and West Bartlett Road

**REQUEST**

**Rezoning** from the B-2 (Local Convenience Shopping), ER-2 (Estate Residence), SR-2 (Suburban Residence), SR-5 (Suburban Residence), SR-6 PUD (Suburban Residence) Zoning Districts to the PD (Planned Development) Zoning District,  
**Preliminary Subdivision Plat/Preliminary PUD Plan,**  
**Comprehensive Plan Amendment** to the Future Land Use Plan,  
**Special uses** for a planned unit development and wetland mitigation,  
**Phasing Plan**

**UPDATE**

The **Committee of the Whole** reviewed the petitioner's requests at their July 6, 2021 meeting. The Committee raised concerns with emergency access for Phase 2 (townhomes) and requested the commercial area be increased.

The petitioner has agreed to increase the pavement width of Street I in the townhome development to accommodate a partial lane closure in the event of an emergency and to reduce one unit in a townhome building (lot 207) to improve emergency access around its' perimeter.

The petitioner submitted a revised Preliminary Commercial PUD Plan in which the size of this commercial lot increased from 6.3 acres to 7.0 acres and the estimated building square footage increased from 37,500 to 47,800. Due to the increased area of the commercial site, a duplex lot was relocated to the west acre park site. The west property line of the park site will be adjusted to maintain the required land dedication. The Park District Board reviewed the proposed park

dedications at their July 13, 2021 Committee meeting and moved the proposal forward for a vote.

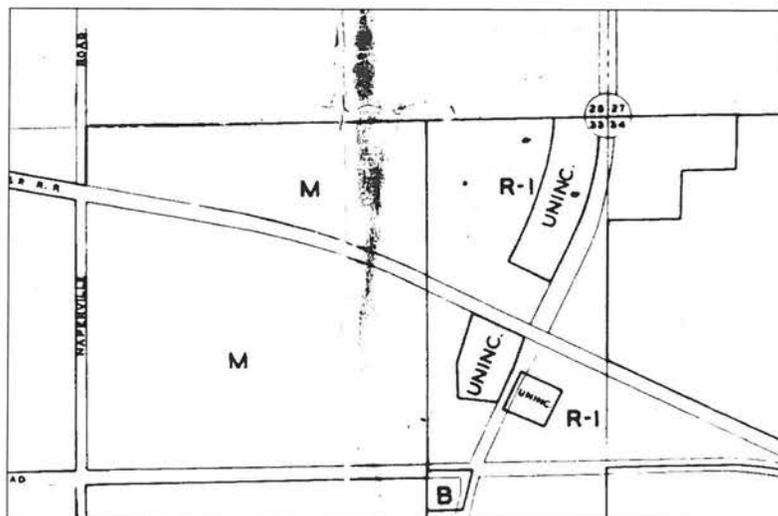
**SURROUNDING LAND USES**

|                     | <u>Land Use</u>             | <u>Comprehensive Plan</u>                | <u>Zoning</u>                              |
|---------------------|-----------------------------|--|--|
| <b>Subject Site</b> | <b>Vacant</b>               | <b>Commercial/<br/>Residential</b>       | <b>B-2, ER-2, SR-2,<br/>SR-5, SR-6 PUD</b> |
| North               | Townhomes/<br>Single Family | Attached Residential<br>(Medium Density) | SR-5 PUD/<br>SR-6 PUD                      |
| South               | Single Family               | Single Family                            | R-4 PUD*                                   |
| East                | Vacant/Office               | Office/Business Park                     | ER-2, OR                                   |
| West                | Vacant                      | Office/Business Park                     | R4*  |

\*Cook County – Single Family Residence

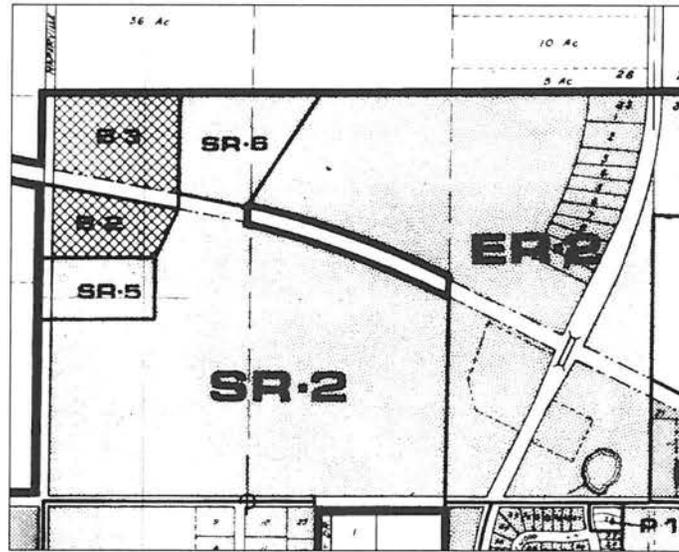
**ZONING HISTORY**

Through the staff’s research and as shown on the Village’s Annexation Map, the eastern portion of this property has been part of Bartlett since its incorporation in 1891 and was shown on the Village’s first Zoning Map (1941) as part of the Farm District. The 1961 Zoning Map identifies the eastern portion of the subject property as R-1 Single Family Residence District. Ordinance 1963-20 annexed the remaining portion of the subject property and ordinance 1963-21 rezoned the western portion of subject property to the Manufacturing District.



1961 Zoning Map

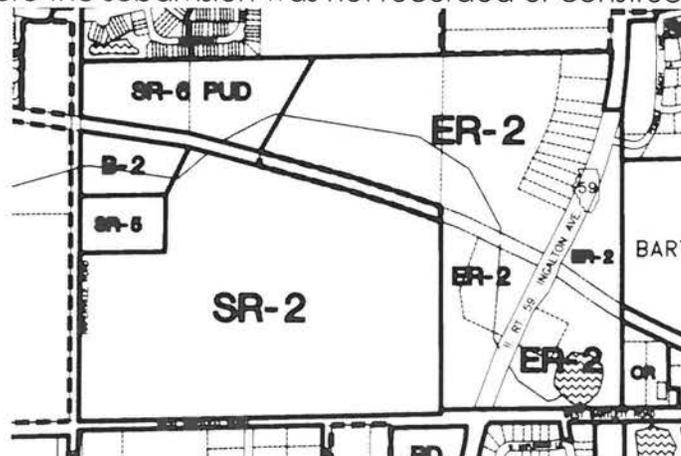
As part of the comprehensive rezoning of the village in 1978, the subject property was rezoned to B-2 (Local Convenience Shopping), B-3 (Neighborhood Shopping), SR-2 (Suburban Residence – Single Family), SR-5 (Suburban Residence – Multiple Family) and SR-6 (Suburban Residence – Multiple Family) Districts.



1979 Zoning Map

Resolution 2007-77-R approved a pre-development agreement between the Village of Bartlett and Los Castores, LLC. The pre-development agreement included a 125-unit townhome development north of the rail line and the preliminary concept plan exhibit (for the portion of the subject property south of the rail line) proposed 95 single-family lots, 172 townhome units and 20 acres for commercial development.

In accordance with the pre-development agreement, ordinance #2007-78 rezoned 20.89 acres (on the east side of Naperville Road, north of the railroad tracks) of the subject property from B-3 and SR-6 to SR-6 PUD and approved the preliminary subdivision/PUD, site plan review and special uses for Magnolia Place Subdivision, a 125-unit townhome development. The developer of Magnolia Place did not submit a final subdivision/PUD application, therefore the subdivision was not recorded or constructed.



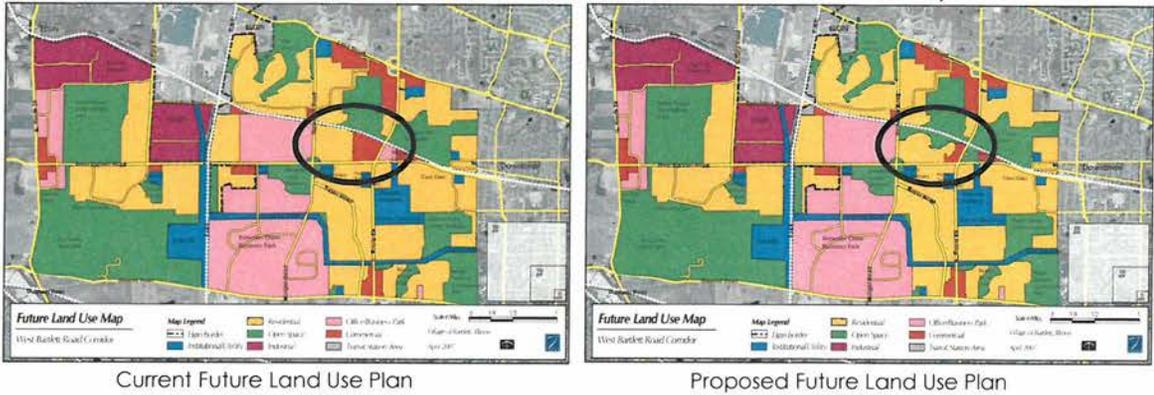
2008 Zoning Map

The property was subject to foreclosure proceedings in 2010 and was purchased by Bartlett 59 LLC in 2012.

**DISCUSSION**

1. The petitioner is requesting to **rezone** the subject property from the SR-2, ER-2, SR-5, SR-6 PUD and B-2 Zoning Districts to the PD (Planned Development) Zoning District.
2. The petitioner is also requesting a **Preliminary Subdivision/PUD** and **Preliminary PUD Plan** approval of the property. The preliminary PUD Plan identifies four (4) PODs or neighborhoods proposed for residential development. POD 1 would consist of 81 typical single-family homes. POD 2 would consist of 60 active-adult ranch homes with POD 3 consisting of 90 active-adult duplexes and POD 4 consisting of 116 townhome units. Six (6) acres of commercial is designated at the northwest corner of Rt. 59 and W. Bartlett Road with 11 acres proposed for open space on the east side of Rt. 59.
3. The plan identifies a full access curb cut across from Cheviot Drive on West Bartlett Road which would provide direct access to the duplex and single family neighborhoods. A full access curb cut is also proposed further east on West Bartlett Road and a right-in/right-out is proposed on Route 59 to provide access to the commercial parcel at the northwest corner. On Naperville Road, two full access curb cuts are proposed; one located south of the railroad tracks providing access to the detached residential uses and one north of the tracks providing access to the townhome development. Both West Bartlett and Naperville Roads are under the jurisdiction of Cook County Department of Transportation and Highways and Route 59 is under the jurisdiction of IDOT. The petitioner has submitted plans to both agencies for their review. (The petitioner and the village are waiting for responses from each agency.)
4. IDOT's proposed West Bartlett Road/Route 59 intersection improvements identify dual left turn lanes and designated right turn lanes at each leg of the intersection. The project is tentatively scheduled for the November 5, 2021 letting.
5. The petitioner has submitted a traffic study which was reviewed by the Village's traffic consultant who generally concurred with the findings in the study. A revised traffic study will be submitted once the petitioner receives comments from Cook County and IDOT.
6. The petitioner is requesting **Special Use Permits** for a Planned Unit Development to allow a mixed-use development and for wetland mitigation. Approximately 0.52 acres of low-quality, isolated wetlands in PODS 2 and 3 will be mitigated and credits will be purchased from a regional wetland mitigation bank.

7. A **Comprehensive Plan amendment to the Bartlett Future Land Use Plan** is being requested which currently designates the area as "Residential", "Commercial", "Open Space" and "Office/Business Park". This proposed amendment would match the uses identified on the Preliminary PUD Plan.



8. Due to the size of the mixed-use development, the petitioner has submitted a **Phasing Plan** for the project. Phase 1 includes the traditional single-family, active-adult single-family & active-adult duplexes, phase 2 includes the townhomes and phase 3 is proposed for the commercial lot.

*Traditional Single-Family Homes POD 1 (Phase 1)*

9. The proposed bulk regulations for the 81 traditional single family lots are most similar to the SR-3 single family zoning district regulations:

|                                   | Proposed     | SR-3 Zoning  |
|-----------------------------------|--------------|--------------|
| Front & Corner Side Yard Setbacks | 25'          | 35'          |
| Interior Side Yard Setback        | 7.5'         | 7.5'         |
| Rear Yard Setback                 | 35'          | 35'          |
| Minimum Lot Width                 | 70'          | 60'          |
| Minimum Lot Size                  | 9,100 sq.ft. | 8,100 sq.ft. |
| Maximum Impervious Surface        | 40%          | 40%          |

10. A 6-8 ft. tall landscaped berm with a 6-ft tall solid wood fence is proposed on lot 191 to screen the homes from Naperville and W. Bartlett Roads in accordance with the West Bartlett Road Plan. The landscaping includes a mix of 6-ft tall evergreen trees, shade trees, ornamental trees and shrubs.
11. The 10-foot wide bike path will be extended along the east side of Naperville Road to the existing sidewalk south of Spaulding Road. As part of the development agreement, the village will pursue grant opportunities and split the local share with the developer.
12. A 5-ft. wide sidewalk will be installed along W. Bartlett Road (within lots 191, 195

and 197) from Naperville Road to Route 59. IDOT will install a pedestrian crossing on the west leg of W. Bartlett Road from this sidewalk to the bike path on the south side of W. Bartlett Road as part of their intersection improvements.

13. As part of the PUD, the petitioner is requesting modifications from the Subdivision Ordinance for POD 1 to allow maximum driveway slopes up to 8% and to allow the difference in elevation between adjacent building's top of foundation to exceed 5%.

*Active Adult Single Family Cottages POD 2 (Phase 1)*

14. The proposed bulk regulations for the 60 active adult single-family cottages are most similar to the Bartlett on the Greens Subdivision near Villa Olivia and Rose Lane. For comparison purposes, the lot sizes are most similar to the SR-4 District:

|                                   | Proposed                | Bartlett on the Greens                             | SR-4         |
|-----------------------------------|-------------------------|--|--------------|
| Front & Corner Side Yard Setbacks | 20'                     | 25'<br>(30' on Rose Lane)                          | 25'          |
| Interior Side Yard Setback        | 5'                      | 12' between homes                                  | 5'           |
| Rear Yard Setback                 | 25'<br>30' (Lots 41-50) | 30'<br>20' (abutting golf course)                  | 45'          |
| Minimum Lot Width                 | 51'                     | 55'  | 60'          |
| Minimum Lot Size                  | 6,375 sq.ft.            | 6,000 sq.ft.                                       | 6,000 sq.ft. |
| Maximum Impervious Surface        | 53%                     | <i>(Pre-dates impervious surface requirements)</i> | 40%          |

15. Lot 189 contains a 10-ft wide bike path, detention basin, wetlands and floodplain. Lot 190 (2.84 acres) contains a retention pond.
16. As part of the PUD, the petitioner is requesting a modification from the Subdivision Ordinance for POD 2 to allow a retention pond less than 4 acres in area and a modification from the Zoning Ordinance to allow a maximum impervious surface of 53%.
17. The petitioner is proposing to dedicate lots 198 and 201 to the Bartlett Park District. The Park District is currently reviewing the proposed park site concept plan.
18. A 10-ft wide bike path would meander through the subdivision and would be located within lots 189 and 198. It would connect under the Route 59 bridge adjacent to the railroad tracks and then continue through the open space area (lot 201) and connect (via a crosswalk) to the existing bike path on the south side of W. Bartlett Road, east of Route 59. This proposed bike path

would also connect to the proposed path on Naperville Road that will be constructed as part of this development.

*Active Adult Duplexes POD 3 (Phase 1)*

19. The proposed bulk regulations for the 45 active adult single-family duplex lots (90 units) are most similar to the Orchards of Bartlett subdivision which includes duplexes:

|                                   | Proposed     | Orchards of Bartlett  |
|-----------------------------------|--------------|---|
| Front & Corner Side Yard Setbacks | 20'          | 35'<br>(reduced to 25' when rear yard setback increased to 45') |
| Interior Side Yard Setback        | 5'           | 7.5'  |
| Rear Yard Setback                 | 25'          | 35'   |
| Minimum Lot Width                 | 70'          | 84'   |
| Minimum Lot Size                  | 9,590 sq.ft. | 10,500 sq.ft.   |
| Maximum Impervious Surface        | 56%          | <i>(Pre-dates impervious surface requirements)</i>              |

20. The petitioner is providing a 6-ft tall solid wood fence along the rear property lines of lots 146-153 which abut the commercial property to provide a buffer between the uses.
21. A 6-8 ft. tall landscaped berm with a 6-ft tall solid wood fence is proposed on lot 195 to screen the duplexes from W. Bartlett Road in accordance with the West Bartlett Road Plan. The landscaping includes a mix of 6-ft tall evergreen trees, shade trees, ornamental trees and shrubs.
22. A wetland detention basin (lot 199) is proposed between lots 156-160 and the railroad.
23. As part of the PUD, the petitioner is requesting a modification from the Zoning Ordinance to allow a maximum impervious surface of 56%.

*Townhomes POD 4 (Phase 2)*

24. The petitioner the preliminary PUD plan identifies a townhome development on the east side of Naperville Road, north of the Chicago, Milwaukee, St. Paul & Pacific rail line. This development would consist of a total of 116 units in 23 buildings with five 6-unit buildings, fourteen 5-unit buildings and four 4-unit buildings.

25. The PUD plan identifies the following setbacks/building separations most similar to the SR-5 Multi-Family Attached Residential Zoning District:

|   | Proposed setbacks/<br>building separations | SR-5 setbacks/<br>building separations |
|---|--|--|
| North property line<br>(Amber Grove Sub.) | 50'  | 40'                                    |
| South property line<br>(railroad)         | 50'  | 50'                                    |
| Front yard                                | 15'  | 25'                                    |
| Side to side                              | 20'  | 30'                                    |
| Side to rear                              | 50'  | 40'                                    |
| Rear to rear                              | 61'  | 60'                                    |
| Front to front                            | 50'  | 60'                                    |

26. The PUD plan identifies a gross density of 1.66 dwelling units per acre and a net density (excluding ROW and wetlands/flood plain) of 7.3 dwelling units per acre.
27. The PUD plan identifies 39 guest parking spaces for a parking ratio of 2.97 units per guest parking space which meets the Zoning Ordinance requirement for guest parking.
28. The proposed site would have one access point off of Naperville Road (Street I) which would require approval from the Cook County Highway Department. Street I would consist of the standard 28 feet of pavement within a 50' wide reduced right-of-way.
29. As part of the PUD, the petitioner is requesting two (2) modifications from the Subdivision Ordinance for POD 4 (townhomes): to exceed the maximum 600-foot cul-de-sac length and to reduce the right-of-way width from 66 feet to 50 feet.
30. The plat identifies a 17-foot wide road dedication along the east side of Naperville Road and includes a 10-foot wide bike path that would continue the bicycle/pedestrian system along Naperville Road.
31. A tree preservation easement has been proposed along the north property line of this site to protect the line of existing trees. A tree survey will be required as part of the final subdivision/PUD and final site plan application.
32. Lot 202 contains a wetland detention basin adjacent to Naperville Road.
33. Lot 204 is approximately 54.18 acres of open space; the property contains floodplain and wetlands. Both the wetlands and floodplain on this site are part

of a much larger wetland and floodplain area located to the north, east and south of this property.



National Wetlands Inventory



FEMA National Flood Hazard Layer

34. The petitioner will be selling Phase 2 to a residential builder. The residential builder will be required to submit building elevations as part of their application for final subdivision/PUD.

*Commercial (Phase 3)*

35. Lot 197, located at the northwest corner of Route 59 and W. Bartlett Road, is designated for commercial uses in accordance with the B-3 (Neighborhood Shopping) District.
36. The buildable area of the 6.3-acre site is approximately 4.2 acres due to right-of-way dedication, wetlands, and detention.
37. The petitioner the preliminary commercial PUD plan identifies a retail/grocery store and a restaurant on the parcel.
38. A final PUD plan submittal, including floor plans and building elevations, would be required before the property could be developed.
39. Parking requirements would be calculated at the time of the final PUD plan submittal.
40. The plan identifies three access points for the site, a right-in/right out on Route 59, a full access point on W. Bartlett Road and a full access point on Street C in the Grasslands Subdivision.
41. A cross access easement will be required on the commercial site to provide access to the property to the north that is not included in this development.
42. The stormwater detention and wetland buffer requirements for the

commercial site would be determined during the final PUD plan review process.

### **RECOMMENDATION**

1. The Staff recommends approval of the petitioner's requests for rezoning, preliminary subdivision/PUD, preliminary PUD plan review and special uses for a planned unit development and wetland mitigation subject to the following conditions and Findings of Fact:
  - a. Approval of a Development Agreement between the Village of Bartlett and the petitioner;
  - b. Village Engineer approval of the Preliminary Engineering Plans;
  - c. Staff approval of the Preliminary Landscape Plans;
  - d. Final Landscape Plans shall be in substantial conformance to the approved Preliminary Landscape Plan and shall be approved by Planning & Development Services;
  - e. A revised traffic study must be submitted and reviewed by the Village's traffic consultant as part of the final plat submittal for Phase 1;
  - f. A wetland delineation for the 10-acre property on the east side of Route 59 must be submitted and reviewed by the Village's engineering consultant prior to the recording of the final plat of subdivision for Phase 1;
  - g. Sidewalks and bike paths are required to be installed in accordance with the Subdivision Ordinance except where waived or in-lieu of the construction of a bike path as outlined in the Development Agreement;
  - h. Village approval of the wetland mitigation;
  - i. Documentation of payment for the wetland mitigation costs for compensatory wetland mitigation credit from a regional wetland mitigation bank;
  - j. All construction traffic shall exit the site southbound on Naperville Road
  - k. Approval from the Cook County Division of Transportation for the curb cuts along W. Bartlett Road and Naperville Road;
  - l. Approval from the Illinois Department of Transportation for the curb cuts along Route 59;
  - m. A Tree Survey shall be submitted and a Tree Preservation Easement established as identified on the Preliminary Subdivision/PUD Plan, the PUD Plan and the Preliminary Landscape Plan for Phase 2 (townhomes);
  - n. A Special Service Area shall be established prior to the issuance of a residential building permit for each phase;
  - o. Proposed CCR's shall be reviewed and approved by the Village Attorney prior to the recording of the final plats of subdivision/PUD for each phase;
  - p. Building elevations for Phase 2 (townhomes) shall be submitted as part of the final subdivision/PUD application;
  - q. A 10-ft. wide bike path shall be installed along the east side of Naperville Road in accordance with the Development Agreement,

- r. A 10-ft. wide bike path shall be installed on lots 189, 198 and 201 in accordance with the Preliminary PUD Plan;
- s. Park District approval of the required park donations;
- t. A final PUD plan for the commercial lot (lot 197) shall be submitted for review and approval prior to development and the issuance of building permits for phase 3;
- u. Findings of Fact (Planned Unit Development):
  - i. That the proposed mixed-use development is a permitted use in the PD Zoning District in which the Subject Property is located;
  - ii. The Planned Unit Development is designed, located and proposed to be operated and maintained so that the public health, safety and welfare will not be endangered or detrimentally affected;
  - iii. The Planned Unit Development will not substantially lessen or impede the suitability for adjacent permitted uses and development of, or be injurious to the use and enjoyment of, or substantially diminish or impair the value of, or be incompatible with, other property in the immediate vicinity;
  - iv. The Planned Unit Development shall include impact donations and such donations shall be paid at the time of an application for a building permit;
  - v. The plan will provide adequate utilities, drainage and other necessary facilities;
  - vi. The plan shall provide adequate parking and ingress and egress and be so designed as to minimize traffic congestion and hazards in the public streets;
  - vii. The plan shall have adequate site area, which area may be greater than the minimum in the district in which the proposed site is located, and other buffering features to protect uses within the development and on surrounding properties;
  - viii. There shall be reasonable assurance that, if authorized, it will be completed according to schedule and adequately maintained;
- v. Findings of Fact (Special Use – Planned Unit Development):
  - i. That the proposed mixed-use development will contribute to the general welfare of the neighborhood and/or community;
  - ii. That the proposed townhome development will not, under the circumstances of the particular case, be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity;
  - iii. That the special use shall conform to the regulations and conditions specified in the Title for such use and with the stipulation and conditions made a part of the authorization granted by the Village Board of Trustees;
- w. Findings of Fact: (Special Use - Wetland):
  - i. That the granting of the Special Use is in harmony with the general purpose and intent of this Ordinance, and will not be injurious to the

- neighborhood, detrimental to the public welfare, or in conflict with the Village's Comprehensive Plan and Official Map for development.
- ii. That the granting of the Special Use will not:
    - (a) Diminish the value of land and buildings in its neighborhood;
    - (b) Increase the potential for flood damages to adjacent property;
    - (c) Incur additional public expense for flood protection, rescue or relief;
    - (d) Increase the hazard from other dangers to said property;
    - (e) Otherwise impair the public health, safety, comfort, or general welfare of the inhabitants of the Village, nor will it otherwise create a nuisance;
  - x. Findings of Fact (Preliminary PUD Plan):
    - i. That the proposed single-family, duplex, townhome, open space and commercial uses are permitted uses in the PD Zoning District;
    - ii. That the proposed building, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses;
    - iii. That the vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient and convenient movement of traffic not only within the site but on adjacent roadways as well;
    - iv. That the PUD plan provides for the safe movement of pedestrians within the site;
    - v. That there is a sufficient mixture of grass trees and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses. Any part of the site plan area not used for buildings, structures, parking or access ways shall be landscaped with a mixture of grass, trees and shrubs; (All landscape improvements shall be in compliance with Chapter 10-11A, Landscape Requirements.)
    - vi. That all outdoor storage areas are screened and are in accordance with standards specified by this Ordinance.
2. The **Plan Commission** reviewed the petitioner's requests and conducted the public hearing at their meeting on June 10, 2021. The Commissioners expressed concerns with the following:
- (a) the size of the commercial site
  - (b) the lack of an emergency exit for the townhomes (Phase 2)
  - (c) the reduced lot size for the active adult PODs
  - (d) the 5-foot side yard setback for the active adult PODs

The Plan Commission recommended **approval** subject to the conditions and Findings of Fact outlined in the Staff Report and the following additional condition:

- y. Light poles at the subdivision entrances and within the commercial site shall match those in the West Bartlett Road Corridor Plan (Lumec Harmonia Series).

3. Staff has added the following two conditions to the Ordinance and the Development Agreement:
  - z. Street I within Phase 2 (townhomes) shall have a 39-ft wide cross section at the curb cut to provide emergency access;
  - aa. The townhome building located on Lot 207 in Phase 2 shall be reduced from 6 units to 5 units
4. The Ordinance with Exhibits is attached for your review.

kms/attachments

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ORDINANCE 2021 - \_\_\_\_\_

**AN ORDINANCE REZONING THE 192.023 +/- ACRE PROPERTY TO THE PD PLANNED DEVELOPMENT ZONING DISTRICT, APPROVING A PRELIMINARY SUBDIVISION PLAT/PRELIMINARY PUD PLAN, GRANTING SPECIAL USE PERMITS FOR A PLANNED UNIT DEVELOPMENT AND WETLANDS, AND AMENDING THE FUTURE LAND USE PLAN FOR GRASSLANDS SUBDIVISION**

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**WHEREAS**, Bartlett 59 LLC, (the “Owner”) is the owner of record of real estate comprising approximately 192.023+/- acres located at the northeast and northwest corners of Route 59 and West Bartlett Road, in Cook County Illinois, and which is legally described on **Exhibit A** attached hereto (the “Property”), and

**WHEREAS**, the Owner has filed a petition (1) to rezone the Property from the B-2 (Local Convenience Shopping), ER-2 (Estate Residence), SR-2 (Suburban Residence), SR-5 (Suburban Residence), SR-6 PUD (Suburban Residence) Zoning Districts to the PD (Planned Development) Zoning District; (2) for approval of the Preliminary Subdivision Plat/Preliminary PUD Plan; (3) for special use permits to allow a planned unit development and wetland mitigation; and (6) for a Comprehensive Plan Amendment to the Future Land Use Plan to allow the designation of the Property to change from Residential, Commercial, Open Space and Office/Business Park Uses to Residential, Commercial and Open Space Uses (collectively, the “Zoning Requests”); and

**WHEREAS**, after notice was duly (1) published in a newspaper of general circulation in the Village; (2) mailed to all property owners within 250 feet of the Property by certified mail; (3) posted on the Property, all in accordance with State law and the Village ordinances; the Bartlett Plan Commission conducted a public hearing on June

10 on the Zoning Requests and has made its report to the Village President and Board of Trustees (the "Corporate Authorities") regarding the land use and development contemplated herein and has made certain findings of fact and recommended approval thereof to the Corporate Authorities subject to certain conditions; and

**WHEREAS**, on July 20, 2021, the Corporate Authorities passed an ordinance approving the Planned Development Agreement between the Owner, Bartlett 59 LLC, and the Village, which ordinance is hereinafter referred to as the "Planned Development Agreement Ordinance" and which agreement is hereby expressly incorporated herein by this reference and is hereinafter referred to as the "Development Agreement"; and

**WHEREAS**, the Development Agreement provides, among other things, that the Corporate Authorities will approve the Zoning Requests with respect to the Property by passing the "Approval Ordinance" as that term is defined therein, subject to certain conditions and restrictions, and this Ordinance is intended to constitute the said "Approval Ordinance";

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois (the "Corporate Authorities") as follows:

**SECTION ONE:** That the Property is hereby rezoned from the B-2 (Local Convenience Shopping), ER-2 (Estate Residence), SR-2 (Suburban Residence), SR-5 (Suburban Residence), SR-6 PUD (Suburban Residence) Zoning Districts to the PD (Planned Development) Zoning District, subject to the terms, conditions and requirements set forth in Sections Two and Twelve of this Ordinance, and the Official

Zoning Map of the Village is hereby amended to reflect said rezoning to the PD Zoning District, subject to said same terms, conditions and requirements.

**SECTION TWO:** The Preliminary PUD Plan prepared by Gary R. Weber Associates, Inc dated January 29, 2021 and last revised June 25, 2021, attached as **Exhibit B** (“Preliminary PUD Plan”); the Phasing Plan prepared by Gary R. Weber Associates, Inc dated March 29, 2021 and last revised May 7, 2021, attached as **Exhibit C** (the “Phasing Plan”); the Preliminary Landscape Plan prepared by Gary R. Weber Associates, Inc dated February 24, 2021 and last revised May 7, 2021, attached as **Exhibit D** (the “Preliminary Landscape Plan”); the Preliminary Plat of Subdivision for the Grasslands prepared by Regional Land Services dated March 20, 2021 and last revised June 21, 2021, attached as **Exhibit E** (the “Preliminary Plat”); the Preliminary Commercial PUD Plan for Phase 3 prepared by Gary R. Weber Associates, Inc dated June 4, 2021, attached as **Exhibit F** (the “Preliminary Commercial PUD Plan”); and the Schedule of Special Conditions, Rights, Waivers and Conditions Precedent for Development attached as **Exhibit G** (the “Schedule of Special Conditions”); the Supplemental Grading Requirements, attached as **Exhibit G-1** (the “Supplemental Grading Requirements”); the HOA/SSA Maintenance Plan, attached as **Exhibit G-2** (the HOA/SSA Maintenance Plan”); the Home Styles, attached as **Exhibit H** (the “Home Styles”); and the Commercial Tract Redesign, attached as **Exhibits I-1 and I-2** (the “Commercial Tract Redesign”) are expressly made part of this Ordinance. The Preliminary PUD Plan, the Phasing Plan; the Preliminary Landscape Plan, Preliminary Plat, the Preliminary Commercial PUD Plan, the Schedule of Special Conditions, the Supplemental Grading Requirements, the HOA/SSA Maintenance Plan, the Home

Styles and the Commercial Tract Redesign constitute and are collectively referred to herein as the "Preliminary Subdivision Plat/Preliminary PUD Plan" and are hereby approved, subject to the following conditions which must be satisfied before execution by the Village of a final plat of subdivision for the Property:

1. Public Improvement Security. The Owner or the applicable developer shall submit either (i) an irrevocable standby letter of credit, in a form as set forth in the Subdivision except for such deviations from said terms as approved by the Village Attorney and in amounts approved by the Village Engineer (the "Letter of Credit"), issued by a federally insured financial institution which meets the minimum requirement therefor under the Subdivision Ordinance, or (ii) a performance bond and a labor and material payment bond in form as set forth in the Subdivision Ordinance, except for such deviations from said form as approved by the Village Attorney, issued by a surety authorized by the Illinois Department of Insurance to issue and sign sureties in Illinois, with a financial strength rating ("FSR") of at least A- from A.M. Best Company, Inc., Moody's Investor Service, Standard & Poors Corporation, or similar rating agency (the "Performance and Payment Bonds"), or (iii) a cash bond in form as set forth in the Subdivision Ordinance (the "Cash Bond"), except for such deviations from said form as approved by the Village Attorney, to ensure that the Public Improvements for the subdivision(s) approved in the applicable Phase of the Development will be completed and fully paid for, and after acceptance of the Public Improvements by the Village Corporate Authorities, will be maintained for a period of 15 to 24 months from the date of completion thereof as determined by the Village Engineer at the time of completion based on normal weather conditions at the time of year when the said Public Improvements are completed and the ability to inspect and reinspect said Public Improvements and any punch list work (the "Maintenance Period").

2. Easements. Prior to commencing construction, the recording of easements approved by the Village Attorney and the Village Engineer for all drainage, detention and retention facilities and public utilities with appropriate access thereto, as set forth in the Subdivision Ordinance and as may be required based upon the final engineering plans submitted by the Owner and/or any developer and approved by the Village Engineer in his reasonable discretion, whether all such easements are granted as part of the Final Plat of Subdivision, or by separate grant of easement signed by the Owner and/or any developer after it has become the new owner of the Property at the time of final recording.

3. Land and Cash Donations. By agreement of the parties, the Owner and/or any developer, after it becomes the new owner of the Property and the Final Plat of Subdivision has been recorded, shall convey approximately 20-acres of land (depicted as Lots 198 and 201 on the Preliminary Plat of Subdivision) (the "Park Sites") as a land donation to the Bartlett Park District in lieu of cash donations. Cash-in-lieu of land contributions for the Police, Fire, Library, School and Village contributions (other than Municipal Building Fund) shall be made in accordance with the Donation Ordinance in

effect at the time each building permit in the development is applied for. The actual cash and cash-in-lieu of land contribution amounts shall be recalculated and adjusted based on the actual number of bedrooms per unit when the building permit for each unit is applied for. The conveyance of the Park Sites shall not be made until the Owner and/or any developer of Phase 1 has met the final topography and grading requirements, including without limitation, the establishment of an acceptable stand of grass as set forth in Section 11-10-7:E and has completed the Conveyance of Land Requirements set forth in Section 11-10-11 of the Bartlett Donation Ordinance codified as Title 11 of Chapter 10 of the Bartlett Municipal Code. In addition, the Owner and/or any developer shall pay the sum of \$140 per lot to the Village as a contribution to the Village's Municipal Building Fund, payable at the time of application for a building permit for each unit.

4. Road Improvements. The Owner and/or any developer shall construct all on-site and off-site road improvements in accordance with the approved Engineering Plans and the provisions of the Subdivision Ordinance.

5. The Owner and the applicable developer of the Phase or portion thereof to be developed and all PODs within such Phase or portion for which a Final Subdivision / Final PUD Approval Ordinance has been passed shall execute and deliver to the Village a Public Improvements Completion Agreement (the "PICA") in form set forth in the Subdivision Ordinance for each Phase or portion of the development, in which the Owner (or the applicable developer if a separate developer will be performing any of the Public Improvements work agree to be jointly and severally obligated), except for such deviations from said form approved by the Village Attorney, agreeing to construct and install all of the on-site and off-site public improvements including, but not limited to (i) site grading and proposed locations of stockpiled and stored materials; (ii) erosion control; (iii) on-site and off-site underground improvements; (iv) water distribution system improvements, including transmission mains for domestic and fire flows; (v) sanitary sewer system improvements, including interceptor and collector sewer lines to connect to sewage treatment facilities; (vi) stormwater management system improvements, including, the acre feet of stormwater storage necessary for the Subject Property and on-site and off-site floodwater routing and detention basin and retention pond improvements; (vii) on-site and off-site roadway improvements, including curbs, gutters, and driveway approaches, street lights, sidewalks, parkway trees and parkway landscaping; (viii) other landscaping on public property or property to be conveyed to a public entity as required in the Subdivision Ordinance; and (ix) bike paths (the "Public Improvements") in strict accordance with the approved Final Engineering Plans for the applicable Phase of development of the Subject Property and in compliance with the Subdivision Ordinance by a mutually agreed upon date not greater than three (3) years from the date of the Final Subdivision / Final PUD Approval Ordinance for the applicable Phase and that the Public Improvements will be fully paid for and will be maintained for the Maintenance Period (hereinafter defined). The PICA shall provide, among other things, in the event any of the on-site or off-site Public Improvements that will serve the development on the Subject Property are damaged as a result of the on-site or off-site construction activities of the Owner or the applicable developer, their respective

contractors and their sub-contractors, that such damage shall be promptly repaired, or caused to be repaired, to the Village's satisfaction by the Owner or the applicable developer without cost to the Village.

6. Security for Protection of Public Improvements. The Owner or the applicable developer shall submit either (i) an irrevocable standby letter of credit, in a form as set forth in the Subdivision except for such deviations from said terms as approved by the Village Attorney and in amounts approved by the Village Engineer (the "Letter of Credit"), issued by a federally insured financial institution which meets the minimum requirement therefor under the Subdivision Ordinance, or (ii) a performance bond and a labor and material payment bond in form as set forth in the Subdivision Ordinance, except for such deviations from said form as approved by the Village Attorney, issued by a surety authorized by the Illinois Department of Insurance to issue and sign sureties in Illinois, with a financial strength rating ("FSR") of at least A- from A.M. Best Company, Inc., Moody's Investor Service, Standard & Poors Corporation, or similar rating agency (the "Performance and Payment Bonds"), or (iii) a cash bond in form as set forth in the Subdivision Ordinance (the "Cash Bond"), except for such deviations from said form as approved by the Village Attorney, to ensure that the Public Improvements for the subdivision(s) approved in the applicable Phase of the Development will be completed and fully paid for, and after acceptance of the Public Improvements by the Village Corporate Authorities, will be maintained for a period of 15 to 24 months from the date of completion thereof as determined by the Village Engineer at the time of completion based on normal weather conditions at the time of year when the said Public Improvements are completed and the ability to inspect and reinspect said Public Improvements and any punch list work (the "Maintenance Period").

7. All existing and new utilities and communication facilities on the Property, including telephone, electric and cable television which serve and/or will serve the Property, or any part hereof, shall be installed underground with the exception of the existing above ground utilities located on West Bartlett Road and Route 59. The Owner and/or any developer shall promptly notify all utility and communication companies of the need for such underground installation and services prior to the construction of any improvements for the development and shall provide the Village with a copy of such notice.

8. No construction of any Public Improvements on or adjacent to the Property, including, but not limited to, site grading, shall commence until the Owner and/or any developer and all contractors and subcontractors hired by the Owner and/or any developer, or any of them, to construct all or a portion of the Public Improvements have furnished the Village with certificates of insurance evidencing that each of them has in place commercial general liability, business auto liability, worker compensation and employer's liability insurance in such amounts and coverages as required in the Subdivision Ordinance, except as otherwise approved by the Village Attorney, and naming the Village as additional insureds thereon, subject to the foregoing requirements and the requirement in paragraph 9 of this Section. Site grading only may commence pursuant to the issuance of an early earthworks permit issued by the Corporate

Authorities. Installation of underground improvements and other Public Improvements may commence upon the issuance of a Site Development Permit prior to the establishment of a special service area for the Subdivision as provided in the Annexation Agreement.

9. Prior to commencing construction, the Owner and/or any developer shall submit an Erosion Control Plan to the Village Engineer for his review and approval. During construction the Owner and/or any developer shall adhere to measures for the prevention of soil erosion pursuant to the Village Erosion Control Ordinance, or the "Procedures and Standards for Urban Soil Erosion and Sedimentation Control in Illinois", published in 1981, as amended, and the recommended procedures of the DuPage County Soil and Water Conservation District, whichever is more restrictive.

10. The development of the Property, shall be governed by the requirements of the Subdivision Ordinance, the Bartlett Building Code (the "Building Code"), the Bartlett Zoning Ordinance (the "Zoning Ordinance"), and the other provisions of the Bartlett Municipal Code as the same are amended from time to time and in effect and of general applicability, except to the extent that any such ordinance or code is expressly and specifically modified by the Development Agreement, this Ordinance, or other ordinances specifically related to the development of the Property that are consistent with the terms of the Development Agreement.

11. Engineering Approval. The Village Engineer's approval of the final engineering plans for each phase of the Subdivision and the off-site improvements set forth in the Development Agreement, including detention and stormwater management requirements, final grades, drainage, utilities, street design and cost estimates.

12. Declaration of Covenants, Conditions and Restrictions. The Owner or applicable developer shall submit for review by the Village to be recorded against the Subject Property (the "Master Declaration"), or if no Master Declaration is submitted a separate Declaration of Covenants, Conditions and Restrictions for, excluding the Commercial Tract, each Phase and POD of the Development which the Owner or the applicable developer may elect to combine by Phase (the "Applicable Declaration of CCRs"). The Master Declaration or each Applicable Declaration of CCRs shall provide for the creation of an owner's association to maintain all common areas of the Subject Property or the applicable Phase and/or POD, including but not limited to the wetland areas and naturalized detention basins and wetland retention ponds, the stormwater retention basins, retention ponds, drainage swales and ditches, drainage pipes or conduit, fences and berms, and for the maintenance, repair or possible replacement of the storm sewer and stormwater management system to be constructed and installed on the applicable Phase and POD of the Subject Property by the Owner or the applicable developer; and disclosing the special service area obligations of each owner's association and future owners with respect thereto. The Master Declaration and/or the Applicable Declaration of CCRs must be recorded against the subdivision for the applicable Phase and POD prior to closing on the sale of any residential lot or unit in any such Phase and POD.

13. Grasslands HOA. The Master Declaration and/or the Applicable Declaration of CCRs must be recorded against the property with the approved Final Subdivision Plat/Final PUD Plan for the applicable Phase and POD. The Owner or the applicable developer of a Phase and/or POD shall incorporate a new not-for-profit corporation or articles of organization for a new limited liability company for the applicable recorded subdivision as an owner's association(s) prior to the closing of a residential lot or unit on any portion of the Subject Property.

14. Special Service Area. The Owner or the applicable developer shall have timely filed all Owner's consents, and the consent of the person or persons in whose name the general real estate taxes for the last preceding year were paid on each tract lying within the proposed special service area, and documents necessary for the Village to establish a special service area for the applicable Phase and POD of the Subject Property to pay for future maintenance, repair, and/or replacement, if necessary, of all stormwater management areas, storm sewers, drain pipes or conduit, structures and appurtenances, drainage swales and ditches, storm water detention basins and retention ponds, wetland areas and natural detention basins and retention ponds (the "SSA Consents"). The SSA shall be established pursuant to Section D.4 of the Conditions Precedent.

15. Bike Path. The Owner and/or any developer shall construct a ten (10) foot wide bike path along the east side of Naperville Road and within Lots 189, 198, and 201 on the Plat of Subdivision for Grasslands Subdivision and in accordance with the approved Engineering Plans and Development Agreement. The bike path shall be installed in accordance with the Subdivision Ordinance.

16. Sidewalks. Five (5) foot sidewalks shall be installed on both sides of the street throughout the development and along the north side of West Bartlett Road, west of Route 59 as required and in accordance with the Subdivision Ordinance and the Final Engineering Plans. Sidewalks are not required on the north side of Street I in Phase 2 from Naperville Road to the service walk on lot 219 or along Route 59.

17. Parkway Trees. Parkway trees shall be planted on both sides of the street spaced not less than forty feet (40') nor more than sixty feet (60') apart as required in the Subdivision Ordinance and approved by the Village Forester.

18. Satisfaction of the additional conditions set forth in Section Seven of this Ordinance.

**SECTION THREE:** That the Corporate Authorities hereby make the following findings of fact pertaining to the Special Use Permit for the Planned Unit

Development for a mixed-use development, after taking into account the conditions established in Sections Two and Ten of this Ordinance:

- A. The proposed mixed-use development is desirable to provide a use which is in the interest of public convenience and will contribute to the general welfare of the community;
- B. That the proposed mixed-use development will not under the circumstances of the particular case be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity;
- C. That the special use shall conform to the regulations and conditions specified in the Bartlett Zoning Ordinance for such use and with the stipulations and conditions made a part of the authorization granted by the Village Board of Trustees.

**SECTION FOUR:** That the Corporate Authorities do hereby make the following findings of fact pertaining to the Planned Unit Development, after taking into account the conditions of the special use permit set forth in Sections Two and Ten of this Ordinance:

- A. The Comprehensive Plan Amendment to change the Future Land Use Plan coincides with the trend and character that has been established in the area and which conforms with general planning policies and precedents of the Village;
- B. The single-family, multi-family and commercial uses may be permitted uses in the PD Planned Development Zoning District, but a Planned Unit Development is a special use in the PD District;
- C. The mixed-use development is designed, located and proposed to be operated and maintained so that the public health, safety and welfare will not be endangered or detrimentally affected;
- D. The mixed-use development shall not substantially lessen or impede the suitability for uses and development of, or be injurious to the use and enjoyment of, or substantially diminish or impair the value of, or be incompatible with, other property in the immediate vicinity;
- E. The mixed-use development shall include impact donations;
- F. Adequate utilities and drainage shall be provided for this use;
- G. Adequate parking and ingress and egress will be provided for this use so as to minimize traffic congestion and hazards in public streets;
- H. Adequate buffering and landscaping shall be provided to protect uses within the development and on surrounding properties;

- I. There shall be reasonable assurance that, if authorized, this facility will be completed according to an appropriate schedule and adequately maintained.

**SECTION FIVE:** The Corporate Authorities do hereby make the following findings of fact with respect to the Owner's petition for a Special Use Permit to allow wetland mitigation based on the conditions set forth in Section Two and Ten of this Ordinance:

- A. That the granting of the Special Use Permit is in harmony with the general purpose and intent of this Ordinance, and will not be injurious to the neighborhood, detrimental to the public welfare, or in conflict with the Village's Comprehensive Plan and Official Map for development;
- B. That the granting of the Special Use Permit will not:
  - i. Diminish the value of land and building in its neighborhood;
  - ii. Increase the potential for flood damages to adjacent property;
  - iii. Incur additional public expenses for flood protection, rescue or relief;
  - iv. Increase the hazard from other dangers to said property
  - v. Otherwise impair the public health, safety, comfort or general welfare of the inhabitants of the Village, nor will it otherwise create a nuisance.
- C. The Special Use Permit to allow a retention area to discharge into a wetland shall meet any additional criteria outlined in Ordinance 88-7, the Village of Bartlett Floodplain and Wetland Ordinance, which is incorporated hereby by reference.

**SECTION SIX:** That the Special Use Permits to allow a planned unit development and wetland mitigation on the Property are hereby granted, based upon the Findings of Fact set forth in Sections Three, Four and Five, and subject to the Schedule of Special Conditions and the conditions set forth in Sections Two and Ten .

**SECTION SEVEN:** The Corporate Authorities do hereby make the following findings of fact with respect to the Owner's petition for Preliminary PUD Plan approval based on the conditions set forth in Sections Two and Ten of this Ordinance:

- A. That the proposed single-family, duplex, townhome, commercial and open space uses are permitted uses in the PD Zoning District;
- B. That the proposed building, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses;
- C. That the vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient and convenient movement of traffic not only within the site but on adjacent roadways as well;
- D. That the PUD plan provides for the safe movement of pedestrians within the site;
- E. That there is a sufficient mixture of grass trees and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses. Any part of the site plan area not used for buildings, structures, parking or access ways shall be landscaped with a mixture of grass, trees and shrubs; (All landscape improvements shall be in compliance with Chapter 10-11A, Landscape Requirements.)
- F. That all outdoor storage areas are screened and are in accordance with standards specified by this Ordinance.

**SECTION EIGHT:** The Corporate Authorities do hereby make the following finding with respect to the Owner's petition to amend the Village's Comprehensive Plan entitled "Future Land Use Plan Amendment" in its Development Application to allow the designation of the Property to change from Residential, Commercial, Open Space and Office/Business Park Uses to Residential, Commercial and Open Space Uses:

- A. It is necessary to amend the Official Comprehensive Plan and maps of the Village of Bartlett for the Property to provide for the orderly growth of the Village to the end that adequate light, pure air, and safety from fire and other dangers may be secure, that the taxable value of land and buildings throughout the municipality and its surrounding environs may be conserved, that the congestion in the public streets may be avoided, that the hazards to persons and damage to property resulting from accumulation of run off of storm and flood waters may be lessened or

avoided, and that the public health, safety and welfare may otherwise be promoted, and to insure and facilitate the preservation of sites, areas, and structures of historical, architectural, and aesthetic importance;

**SECTION NINE:** That the Owner's petition for a Future Land Use Plan Amendment thereby amending the Village's Comprehensive Plan to allow the designation of the Property to change from Residential, Commercial, Open Space and Office/Business Park Uses to Residential, Commercial and Open Space Uses is hereby approved and granted, subject to the finding set forth in Section Eight, and subject to the conditions set forth in Sections Two and Ten of this Ordinance.

**SECTION TEN:** That the approval of the rezoning of the Property approved in Section One; the approval of the Preliminary Subdivision Plat/Preliminary PUD Plan in Section Two, the special use permits to allow a planned unit development and wetland mitigation granted in Section Six; and the approval of the Future Land Use Plan Amendment and amending the Village's Comprehensive Plan in Section Nine of this Ordinance are based upon and are hereby made contingent upon the satisfaction of the following conditions:

- A. Village Engineer approval of the Preliminary Engineering Plans;
- B. Staff approval of the Preliminary Landscape Plans;
- C. Final Landscape Plans shall be in substantial conformance to the approved Preliminary Landscape Plan and shall be approved by Planning & Development Services;
- D. A revised traffic study must be submitted and reviewed by the Village's traffic consultant as part of the final plat submittal for Phase 1;
- E. A wetland delineation for the 10-acre property on the east side of Route 59 must be submitted and reviewed by the Village's engineering consultant prior to the recording of the final plat of subdivision for Phase 1;
- F. Sidewalks and bike paths are required to be installed in accordance with the Subdivision Ordinance except where waived or in-lieu of the construction of a bike path as outlined in the Development Agreement;

- G. Village approval of the wetland mitigation;
- H. Documentation of payment for the wetland mitigation costs for compensatory wetland mitigation credit from a regional wetland mitigation bank;
- I. All construction traffic shall exit the site southbound on Naperville Road
- J. Approval from the Cook County Division of Transportation for the curb cuts along W. Bartlett Road and Naperville Road;
- K. Approval from the Illinois Department of Transportation for the curb cuts along Route 59;
- L. A Tree Survey shall be submitted and a Tree Preservation Easement established as identified on the Preliminary Subdivision/PUD Plan, the PUD Plan and the Preliminary Landscape Plan for Phase 2 (townhomes);
- M. A Special Service Area shall be established prior to the issuance of a residential building permit for each phase;
- N. Proposed CCR's shall be reviewed and approved by the Village Attorney prior to the recording of the final plats of subdivision/PUD for each phase;
- O. Building elevations for Phase 2 (townhomes) shall be submitted as part of the final subdivision/PUD application;
- P. A 10-ft. wide bike path shall be installed along the east side of Naperville Road in accordance with the Development Agreement,
- Q. A 10-ft. wide bike path shall be installed on lots 189, 198 and 201 in accordance with the Preliminary PUD Plan;
- R. Park District approval of the required park donations;
- S. A final PUD plan for the commercial lot (lot 197) shall be submitted for review and approval prior to development and the issuance of building permits for Phase 3;
- T. Light poles at the subdivision entrances and within the commercial site shall match those in the West Bartlett Road Corridor Plan (Lumec Harmonia Series).
- U. Street I within Phase 2 (townhomes) shall have a 36-ft wide cross section at the curb cut to provide emergency access;
- V. Lot 207 within Phase 2 (townhomes) shall be reduced from 6 units to 5 units;
- W. Compliance with the Zoning Ordinance, the Subdivision Ordinance and all of the codes and ordinances of the Village, except for such modifications expressly modified or agreed to in the Development Agreement.
- X. Compliance with or satisfaction of all of the terms and conditions of the Development Agreement between the Owner and/or any developer and the Village.
- Y. In the event of a conflict between this Ordinance and the Development Agreement, the Development Agreement shall control, but only to the extent the Development Agreement expressly provides a specific exception to the applicability of the Village ordinances, including without limitation, this Ordinance.

**SECTION ELEVEN: SEVERABILITY.** The various provisions of this Ordinance are to be considered as severable, and if any part or portion of this Ordinance shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance.

**SECTION TWELVE: REPEAL OF PRIOR ORDINANCES.** All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

**SECTION THIRTEEN: EFFECTIVE DATE.** This Ordinance shall be in full force and effect upon passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: July 20, 2021

APPROVED: July 20, 2021

\_\_\_\_\_  
Kevin Wallace, Village President

ATTEST:

\_\_\_\_\_  
Lorna Giless, Village Clerk

#### CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true,

complete and exact copy of Ordinance 2021-\_\_\_\_\_ enacted on July 20, 2021 and approved on July 20, 2021, as the same appears from the official records of the Village of Bartlett.

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Lorna Giles, Village Clerk

## LEGAL DESCRIPTION – “THE GRASSLANDS”

THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE DEED DATED MARCH 3, 1945 AND RECORDED IN THE COUNTY OR LESS. ALSO EXCEPTING

THEREFROM RECORDER'S OFFICE IN COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 13490455 AND RECORDED IN BOOK 39843 ON PAGE 204, EXCEPTING THEREFROM;

THAT PART OF SAID PREMISES CONVEYED TO THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD, AS RECORDED BY DOCUMENT NUMBER 414744, ALSO EXCEPTING;

THAT PART CONVEYED TO HENRY A. SCANDREL T, WALTER J. CUMMINGS AND GEORGE I. HAIGHT, TRUSTEES OF THE PROPERTY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, THEIR SUCCESSORS AND ASSIGNS AND RECORDED AS DOCUMENT NUMBER 12905600, FILED FOR RECORD JUNE 8, 1942, RECORD BOOK 37528, PAGE 311 CONTAINING 9.7153 ACRES, MORE OR LESS, AND THAT PART CONVEYED FROM JENNIE ALPERIN AND NORMAN ALPERIN TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION RECORDED AS DOCUMENT NUMBER 92087412 CONTAINING 0.126 ACRES, MORE OR LESS, AND THAT PART CONVEYED TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION RECORDED AS DOCUMENT NUMBER 92087414, CONTAINING 0.673 ACRES, MORE OR LESS, AND THAT PART CONVEYED TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION RECORDED AS DOCUMENT NUMBER 92087416, CONTAINING 1.772 ACRES, MORE OR LESS ALSO EXCEPTING THEREFROM:

### TRACT 1:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OR SAID NORTHEAST 1/4, THENCE WEST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 62.5 FEET FOR A PLACE OF BEGINNING; THENCE WEST ALONG SAID NORTH LINE 400.0 FEET; THENCE SOUTH 4 DEGREES 24 MINUTES WEST, 182.5 FEET; THENCE SOUTH 8 DEGREES 57 MINUTES WEST, 89.5 FEET; THENCE SOUTH 11 DEGREES 28 MINUTES WEST, 86.5 FEET; THENCE SOUTH 13 DEGREES 24 MINUTES WEST, 100.0 FEET; THENCE SOUTH 18 DEGREES 9 MINUTES WEST 80.0 FEET; THENCE SOUTH 19 DEGREES 42 MINUTES WEST, 92.8 FEET; THENCE SOUTH 22 DEGREES 20 MINUTES WEST, 89.5 FEET; THENCE SOUTH 24 DEGREES 48 MINUTES WEST, 92.8 FEET; THENCE SOUTH 32 DEGREES 33 MINUTES WEST, 62.5 FEET; THENCE SOUTH 26 DEGREES 42 MINUTES WEST, 272.4 FEET; THENCE SOUTH 68 DEGREES 9 MINUTES EAST, 398.9 FEET TO THE WESTERLY LINE OF THE PUBLIC HIGHWAY (ROUTE 59); THENCE NORTH 26 DEGREES 19 MINUTES EAST, 357.5 FEET ALONG SAID WESTERLY LINE TO A POINT OF CURVE; THENCE ON A CURVE TO THE LEFT, TANGENT TO LAST DESCRIBED COURSE AND HAVING A RADIUS OF 2171.68 FEET, FOR A DISTANCE OF 942.5 FEET TO THE PLACE OF BEGINNING, CONTAINING 13 ACRES, MORE OR LESS ALSO EXCEPTING THEREFROM:

### TRACT 2:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID NORTHEAST 1/4 WITH THE CENTER LINE OF STATE ROUTE 59; THENCE ALONG SAID CENTER LINE 498.9 FEET; THENCE ALONG A LINE THAT FORMS AN ANGLE OF 90 DEGREES OF 0MINUTES TO THE LEFT WITH THE PROLONGATION OF SAID CENTER LINE, 50.0 FEET TO THE WESTERLY LINE OF AFORESAID STATE ROUTE 59, FOR A PLACE OF BEGINNING;

THENCE NORTH 26 DEGREES 19 MINUTES EAST ALONG THE AFORESAID WESTERLY LINE OF STATE ROUTE 59, 235.1 FEET; THENCE NORTH 22 DEGREES 10 MINUTES EAST ALONG SAID WESTERLY LINE, 328.0 FEET TO A POINT IN A LINE OF 25.0 FEET SOUTHERLY FROM AND PARALLEL WITH THE SOUTHERLY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD; THENCE NORTH 63 DEGREES 44 MINUTES WEST ALONG SAID PARALLEL LINE, 462.33 FEET; THENCE SOUTH 17 DEGREES 22 MINUTES WEST, 397.0 FEET; THENCE SOUTH 5 DEGREES 11 MINUTES EAST,

200.0 FEET; THENCE SOUTH 63 DEGREES 44 MINUTES EAST, 319.5 FEET TO THE PLACE OF BEGINNING, CONTAINING 5.465 ACRES, MORE OR LESS ALSO EXCEPTING THEREFROM;

TRACT 3:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF WEST BARTLETT ROAD AS ORIGINALLY DEDICATED WITH THE CENTER LINE OF STATE ROUTE NO. 59 AS SHOWN ON THE PLAT OF DEDICATION RECORDED MAY 7, 1935 AS DOCUMENT NUMBER 11611940; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID ROUTE NO. 59, 473.8 FEET FOR A PLACE OF BEGINNING; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID ROUTE NO. 59, 300.0 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO LAST MENTIONED CENTER LINE 340.4 FEET; THENCE SOUTHWESTERLY PARALLEL WITH THE CENTER LINE OF SAID ROUTE NO. 59, 300.0 FEET; THENCE NORTHWESTERLY ALONG A LINE AT RIGHT ANGLES TO LAST MENTIONED CENTER LINE 340.4 FEET TO THE PLACE OF BEGINNING (EXCEPTING THEREFROM THAT PART THEREOF FALLING IN THE RIGHT OF WAY OF SAID ROUTE NO. 59) IN COOK COUNTY, ILLINOIS, CONTAINING 2 ACRES, MORE OR LESS,

ALSO EXCEPTING THEREFROM;

THAT PART AS SHOWN IN THE PLAT OF DEDICATION RECORDED MAY 7, 1935 AS DOCUMENT 11611340. ALSO EXCEPTING: THAT PART OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES, 15 MINUTES, 38 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 697.50 FEET TO THE INTERSECTION OF SAID EAST LINE WITH THE EASTERLY RIGHT-OF-WAY LINE OF ILLINOIS STATE ROUTE 59 PER WARRANTY DEED RECORDED FEBRUARY 11, 1992 AS DOCUMENT NUMBER 92087416 FOR THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES, 15 MINUTES 38 SECONDS EAST ALONG SAID EAST LINE, 1152.33 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE (100 FEET WIDE) OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD PER DOCUMENT NUMBER 414744; THENCE NORTH 65 DEGREES, 05 MINUTES, 32 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 430.54 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID ILLINOIS STATE ROUTE 59; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF THE FOLLOWING FOUR (4) COURSES AND DISTANCES: (1) NORTH 28 DEGREES, 47 MINUTES, 55 SECONDS EAST, 288.63 FEET TO A NONTANGENT CURVE: (2) ALONG AN ARC OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 2968.51 FEET, HAVING A CHORD BEARING OF NORTH 25 DEGREES 01 MINUTES 17 SECONDS EAST, 207.24 FEET TO A NONTANGENT LINE: (3) NORTH 18 DEGREES, 17 MINUTES, 43 SECONDS EAST, 207.09 FEET TO A NONTANGENT CURVE: (4) ALONG AN ARC OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 2958.65 FEET; HAVING A CHORD BEARING OF NORTH 15 DEGREES, 39 MINUTES, 47 SECONDS EAST, 346.76 FEET (347.30 FEET RECORD) TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.



GARY R. WEBER ASSOCIATES, INC.  
 LAND PLANNING  
 ECOLOGICAL CONSULTING  
 LANDSCAPE ARCHITECTURE  
 402 W. LIBERTY DRIVE  
 WHEATON, ILLINOIS 60187  
 PHONE: 630-668-7197

DEVELOPER  
 CROWN COMMUNITY DEVELOPMENT  
 1751 W. WEST DEHL ROAD  
 NAPERVILLE, ILLINOIS 60563  
 CIVIL ENGINEER  
 ESM CIVIL SOLUTIONS, LLC.  
 4320 WINFIELD ROAD, #200  
 WARRENVILLE, ILLINOIS 60555

OVERALL SITE DATA

| LAND USE                        | UNITS | ACRES  | PERCENT |
|---------------------------------|-------|--------|---------|
| TRADITIONAL SINGLE FAMILY LOTS  | 81    | 19.13  | 9.96%   |
| ACTIVE ADULT COTTAGE HOMES LOTS | 60    | 10.62  | 5.53%   |
| ACTIVE ADULT DUPLEX LOTS        | 90    | 12.65  | 6.59%   |
| URBAN TOWNHOMES                 | 116   | 10.32  | 5.37%   |
| OPEN SPACE                      |       | 91.11  | 47.44%  |
| COMMERCIAL                      |       | 5.86   | 3.05%   |
| PARK DEDICATION                 |       | 20.98  | 10.92%  |
| RIGHT-OF-WAY DEDICATION         |       | 21.37  | 11.13%  |
| TOTAL                           | 347   | 192.04 | 100.00% |

DESIGN STANDARDS

| TRADITIONAL SINGLE FAMILY SETBACKS:  |            |
|--------------------------------------|------------|
| FRONT                                | 25'        |
| SIDE CORNER                          | 25'        |
| SIDE INTERIOR                        | 7.5'       |
| REAR                                 | 35'        |
| MINIMUM LOT WIDTH                    | 70'        |
| MINIMUM LOT AREA                     | 9,100 S.F. |
| MAXIMUM LOT COVERAGE                 | 40%        |
| ACTIVE ADULT SINGLE FAMILY SETBACKS: |            |
| FRONT                                | 20'        |
| SIDE CORNER                          | 20'        |
| SIDE INTERIOR                        | 5'         |
| REAR                                 | 25'        |
| MINIMUM LOT WIDTH                    | 51'        |
| MINIMUM LOT AREA                     | 6,375 S.F. |
| MAXIMUM LOT COVERAGE                 | 53%        |
| ACTIVE ADULT DUPLEX SETBACKS:        |            |
| FRONT                                | 20'        |
| SIDE CORNER                          | 20'        |
| SIDE INTERIOR                        | 5'         |
| REAR                                 | 25'        |
| MINIMUM LOT WIDTH                    | 70'        |
| MINIMUM LOT AREA                     | 9,590 S.F. |
| MAX LOT COVERAGE                     | 56%        |
| TOWNHOME SETBACKS:                   |            |
| FRONT                                | 15'        |
| SIDE TO R.O.W.                       | 15'        |
| FRONT TO ADJ. USE                    | 50'        |
| SIDE TO ADJ. USE                     | 45'        |
| SEPARATIONS:                         |            |
| FRONT TO FRONT                       | 60'        |
| SIDE TO SIDE                         | 20'        |
| SIDE TO REAR                         | 50'        |
| REAR TO REAR                         | 60'        |

THE GRASSLANDS  
 BARTLETT, ILLINOIS  
 PRELIMINARY PUD PLAN

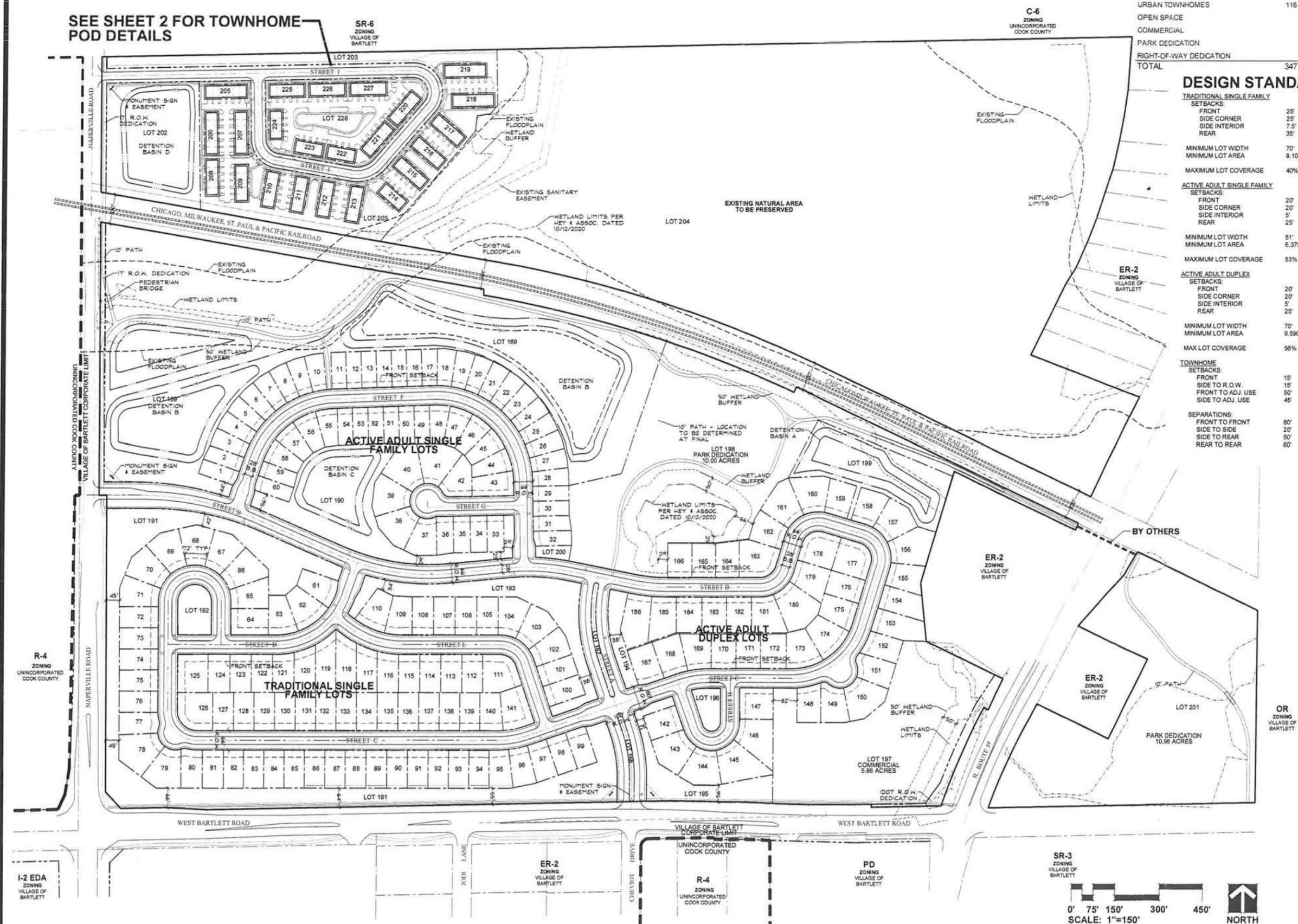
| REVISIONS | DATE      |
|-----------|-----------|
| 3         | 6.25.2021 |
| 2         | 5.07.2021 |
| 1         | 3.29.2021 |

DATE 1.29.2021  
 PROJECT NO. CRN2001  
 DRAWN GFB  
 CHECKED MGM  
 SHEET NO.



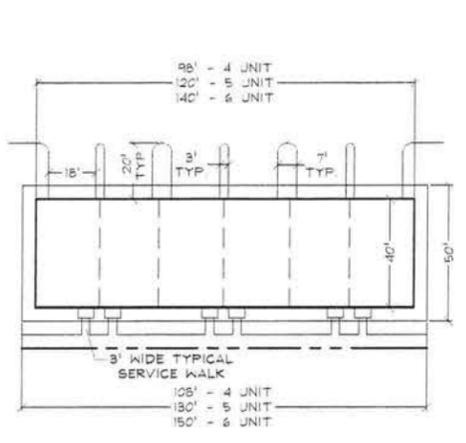
0' 75' 150' 300' 450'  
 SCALE: 1"=150'

SEE SHEET 2 FOR TOWNHOME POD DETAILS

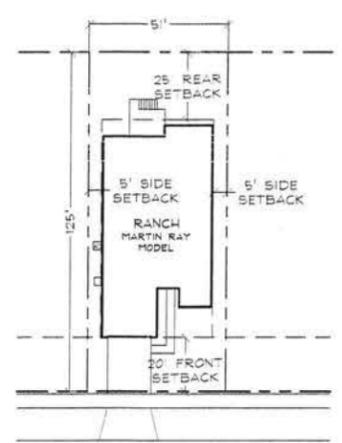


**TOWNHOME SITE DATA**

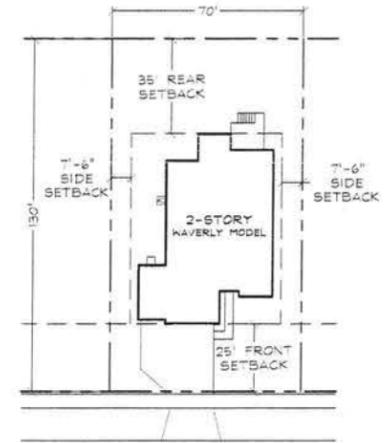
|  | Square Footage | Acres  |           |
|--|----------------|--------|-----------|
| <b>Net Site Area*</b>                  | 3,052,696      | 70.080 |           |
| *Includes Lots 202 thru 228 & Street I |                |        |           |
| <b>Town Home Units</b>                 | 116            |        |           |
| <b>Net Density</b>                     | 7.3 du / ac    |        |           |
|  | Square Footage | Acres  | % of Site |
| <b>Building Coverage</b>               | 108,800        | 2.498  | 3.56%     |
| <b>Pavement Coverage</b>               |                |        |           |
| Alleys & Driveways                     | 117,514        | 2.698  | 3.85%     |
| Walks                                  | 14,945         | 0.343  | 0.49%     |
| Covered Sloops                         | 2,784          | 0.064  | 0.09%     |
| <b>Total Pavement</b>                  | 135,243        | 3.105  | 4.43%     |
| <b>Total Impervious Coverage</b>       | 244,043        | 5.602  | 7.99%     |
| <b>Open Space</b>                      |                |        |           |
| Detention Pond                         | 127,095        | 2.918  | 4.16%     |
| Presentation Easement                  | 51,762         | 1.188  | 1.70%     |
| Wetland (Outlot 204)                   | 2,361,478      | 54.212 | 77.36%    |
| Common Areas                           | 153,239        | 3.518  | 5.02%     |
| <b>Total Open Space</b>                | 2,693,575      | 61.836 | 88.24%    |
| <b>Dedicated Right-of-Way</b>          | 115,078        | 2.642  | 3.77%     |
| <b>Parking</b>                         |                |        |           |
| 2 Car Garage                           | 232 Spaces     |        |           |
| Off Street Drive Parking               | 232 Spaces     |        |           |
| Guest Off Street Parking               | 39 Spaces      |        |           |
| <b>Total Parking</b>                   | 503 Spaces     |        |           |
| <b>Total Cars / Unit</b>               | 4.33           |        |           |



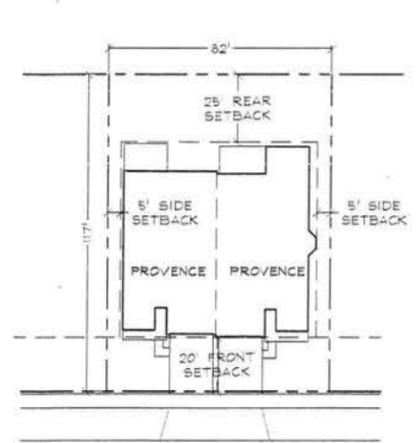
**TYPICAL TOWNHOME SETBACK DETAIL**  
SCALE: 1"=30'



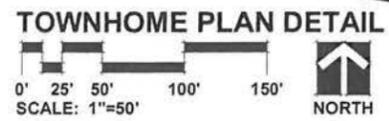
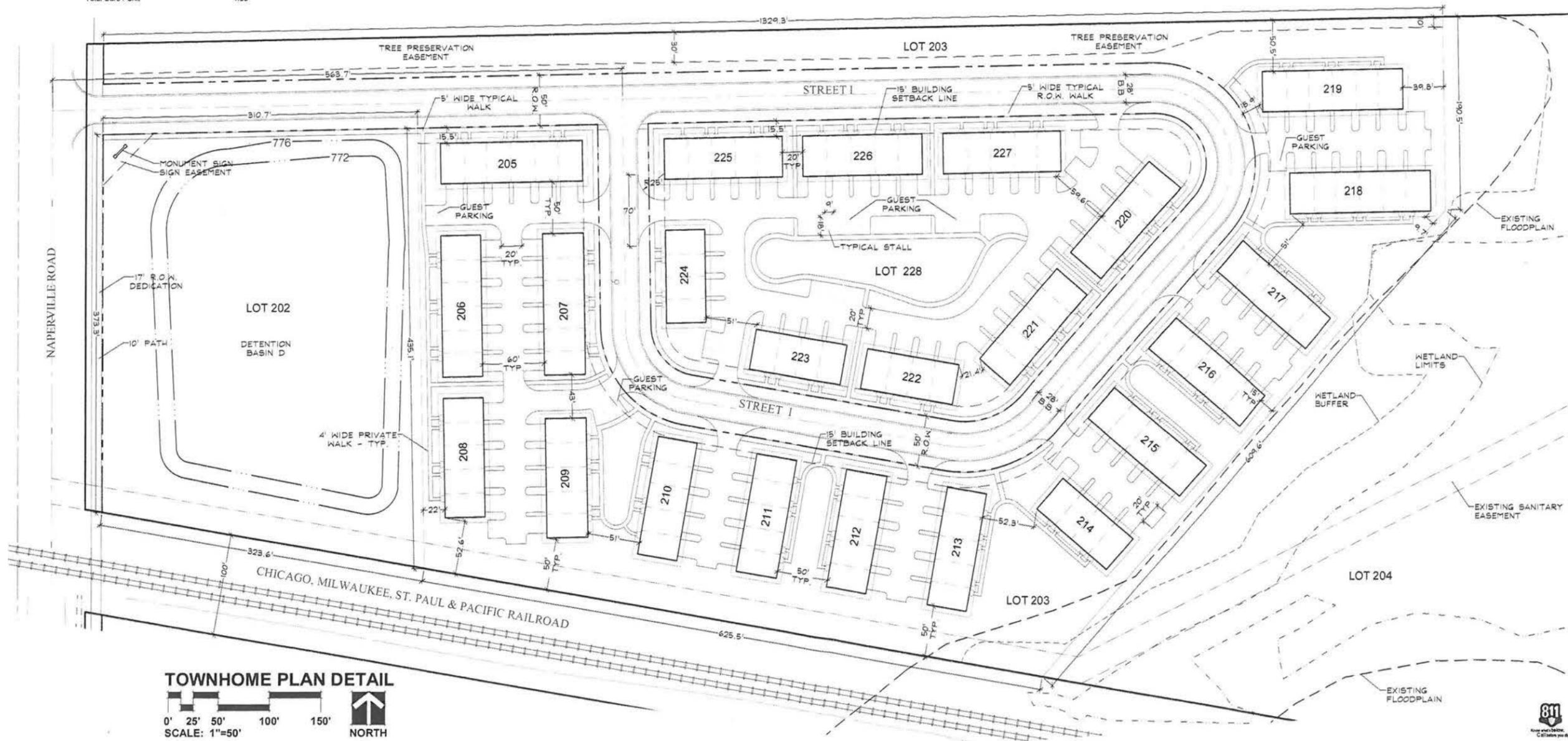
**TYPICAL ACTIVE ADULT SINGLE FAMILY LOT**  
SCALE: 1"=30'



**TYPICAL SINGLE FAMILY LOT**  
SCALE: 1"=30'



**TYPICAL ACTIVE ADULT DUPLEX LOT**  
SCALE: 1"=30'



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**THE GRASSLANDS**  
BARTLETT, ILLINOIS  
**PRELIMINARY PUD PLAN DETAILS**

| REVISIONS | DATE      |
|-----------|-----------|
| 3         | 6.25.2021 |
| 2         | 5.07.2021 |
| 1         | 3.29.2021 |

DATE: 1.29.2021  
PROJECT NO.: CRN2001  
DRAWN: GFB  
CHECKED: MGM  
SHEET NO.

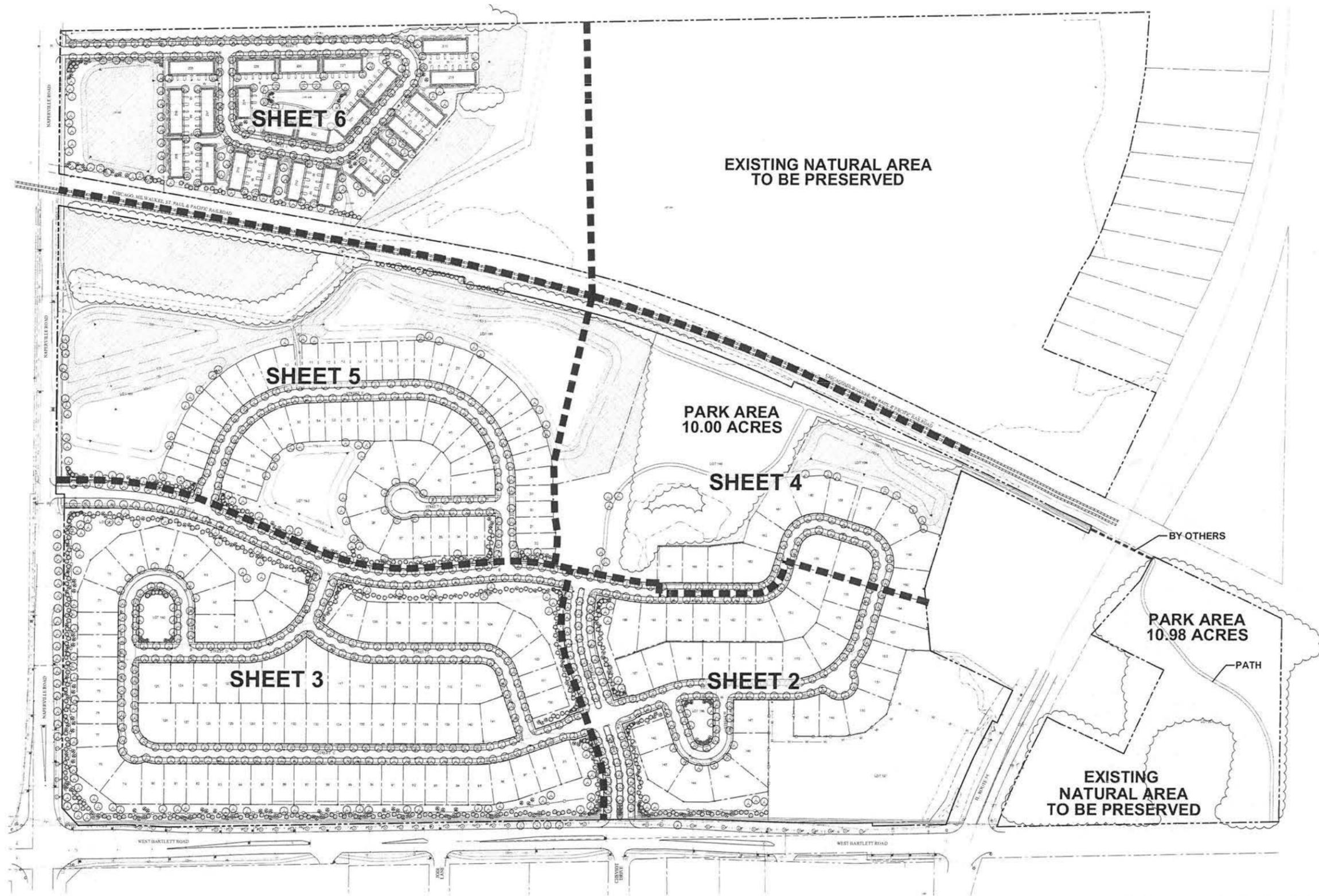




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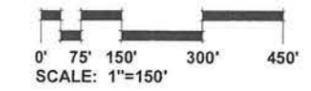
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**THE GRASSLANDS**  
 BARTLETT, ILLINOIS  
**OVERALL LANDSCAPE PLAN**



**GENERAL LANDSCAPE NOTES**

- Contractor shall verify underground utility lines and is responsible for any damage.
- Contractor shall verify all existing conditions in the field prior to construction and shall notify landscape architect of any variance.
- Material quantities shown are for contractors convenience only. The Contractor must verify all material and supply sufficient materials to complete the job per plan.
- The landscape architect reserves the right to inspect plant materials either at place of growth or at site before planting, for compliance with requirements of variety, size and quality.
- Work shall conform to American Standard for Nursery Stock, State of Illinois Horticultural Standards, and Local Municipal requirements.
- Contractor shall secure and pay for all permits, fees, and inspections necessary for the proper execution of this work and comply with all codes applicable to this work.
- See General Conditions and Specifications for landscape work for additional requirements.



| NO. | DATE      | REVISIONS |
|-----|-----------|-----------|
| 2   | 5.07.2021 |           |
| 1   | 3.29.2021 |           |

|             |           |
|-------------|-----------|
| DATE        | 2.24.2021 |
| PROJECT NO. | CRN2001   |
| DRAWN       | GFB       |
| CHECKED     | MGM       |
| SHEET NO.   |           |



**REPRESENTATIVE PLANT LIST**

| Key                     | Botanical/Common Name   | Size        | Remarks    |
|-------------------------|---|-------------|------------|
| <b>SHADE TREES</b>      |   |             |            |
|                         | Acer x freemanii 'Autumn Blaze Maple'                               | 2 1/2" Cal. |            |
|                         | Acer saccharum 'Sugar Maple'  | 2 1/2" Cal. |            |
|                         | Celtis occidentalis 'Common Hackberry'                              | 2 1/2" Cal. |            |
|                         | Gleditsia triacanthos inermis 'Skyline Honeylocust'                 | 2 1/2" Cal. |            |
|                         | Platanus x acerifolia 'Morton Circle Exclamation! London Planetree' | 2 1/2" Cal. |            |
|                         | Quercus bicolor 'Shamp White Oak'                                   | 2 1/2" Cal. |            |
|                         | Quercus rubra 'Red Oak'   | 2 1/2" Cal. |            |
|                         | Tilia americana 'Redmond' Redmond American Linden                   | 2 1/2" Cal. |            |
|                         | Tilia cordata 'Littleleaf Linden Linden'                            | 2 1/2" Cal. |            |
|                         | Ulmus carpinifolia 'Regal' Regal Smoothleaf Elm                     | 2 1/2" Cal. |            |
| <b>ORNAMENTAL TREES</b> |   |             |            |
|                         | Amelanchier grandiflora 'Apple Serviceberry'                        | 6' Tall     | Multi-stem |
|                         | Betula nigra 'River Birch'  | 6' Tall     | Multi-stem |
|                         | Cercis canadensis 'Eastern Redbud'                                  | 6' Tall     | Multi-stem |
|                         | Cornus mas 'Corneliancherry Dogwood'                                | 6' Tall     | Multi-stem |
|                         | Crataegus crus-galli inermis 'Thornless Cockspur Hawthorn'          | 6' Tall     | Multi-stem |
|                         | Morus 'Prairie' 'Prairie Crabapple'                                 | 6' Tall     | Multi-stem |
|                         | Syringa pekinensis 'Peking China Snow Peking Lilac'                 | 6' Tall     | Multi-stem |

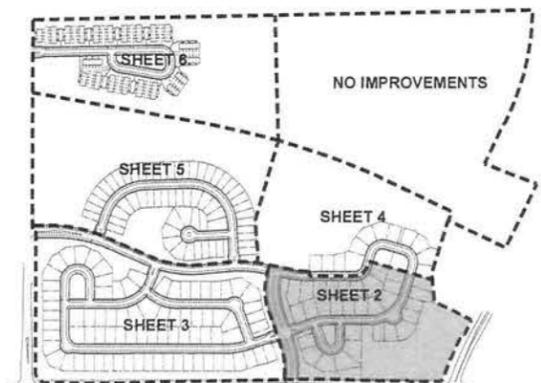
| Key                     | Botanical/Common Name                                   | Size     | Remarks |
|-------------------------|---|----------|---------|
| <b>EVERGREEN TREES</b>  |   |          |         |
|                         | Abies concolor 'White Fir'                              | 6' Tall  |         |
|                         | Picea glauca 'Denata' 'Black Hills Spruce'              | 6' Tall  |         |
|                         | Picea omorika 'Serbian Spruce'                          | 6' Tall  |         |
|                         | Picea pungens 'Green Colorado Spruce'                   | 6' Tall  |         |
|                         | Pinus strobus 'White Pine'                              | 6' Tall  |         |
| <b>DECIDUOUS SHRUBS</b> |   |          |         |
|                         | Cornus sericea 'Bailey' 'Bailey's Redwing Dogwood'      | 36" Tall | 5' O.C. |
|                         | Cotoneaster acutifolia 'Peking Cotoneaster'             | 36" Tall | 4' O.C. |
|                         | Spirea betulifolia 'Tall' 'Birchleaf Spirea'            | 24" Tall | 3' O.C. |
|                         | Syringa meyeri 'Palibin' 'Dwarf Korean Lilac'           | 24" Tall | 4' O.C. |
|                         | Viburnum dentatum 'Arrowwood Viburnum'                  | 36" Tall | 5' O.C. |
|                         | Viburnum trilobum 'High' 'Halls Cranberrybush Viburnum' | 36" Tall | 4' O.C. |

| Key                       | Botanical/Common Name   | Size     | Remarks  |
|---------------------------|---|----------|----------|
| <b>EVERGREEN SHRUBS</b>   |   |          |          |
|                           | Juniperus chinensis 'sargentii' 'Vanda' 'Green Sargent Juniper'         | 24" Wide | 5' O.C.  |
|                           | Juniperus chinensis 'Sagegreen' 'SEA-GREEN JUNIPER'                     | 24" Wide | 4' O.C.  |
|                           | Juniperus chinensis 'Kallay's Compact' 'Kallay Compact Pfitzer Juniper' | 24" Wide | 4' O.C.  |
|                           | Taxus x media 'Densiformis' 'Dense Yew'                                 | 24" Wide | 4' O.C.  |
| <b>ORNAMENTAL GRASSES</b> |   |          |          |
|                           | Calamagrostis x acutiflora 'Karl Foerster' 'Feather Reed Grass'         | #1       | 30" O.C. |
|                           | Panicum virgatum 'Northwind' 'Northwind Switchgrass'                    | #1       | 24" O.C. |
|                           | Pennisetum alopecuroides 'Hameln' 'Dwarf Fountain Grass'                | #1       | 24" O.C. |
|                           | Sporobolus heterolepis 'Prairie Dropseed'                               | #1       | 24" O.C. |

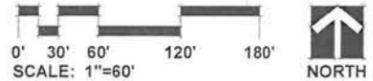
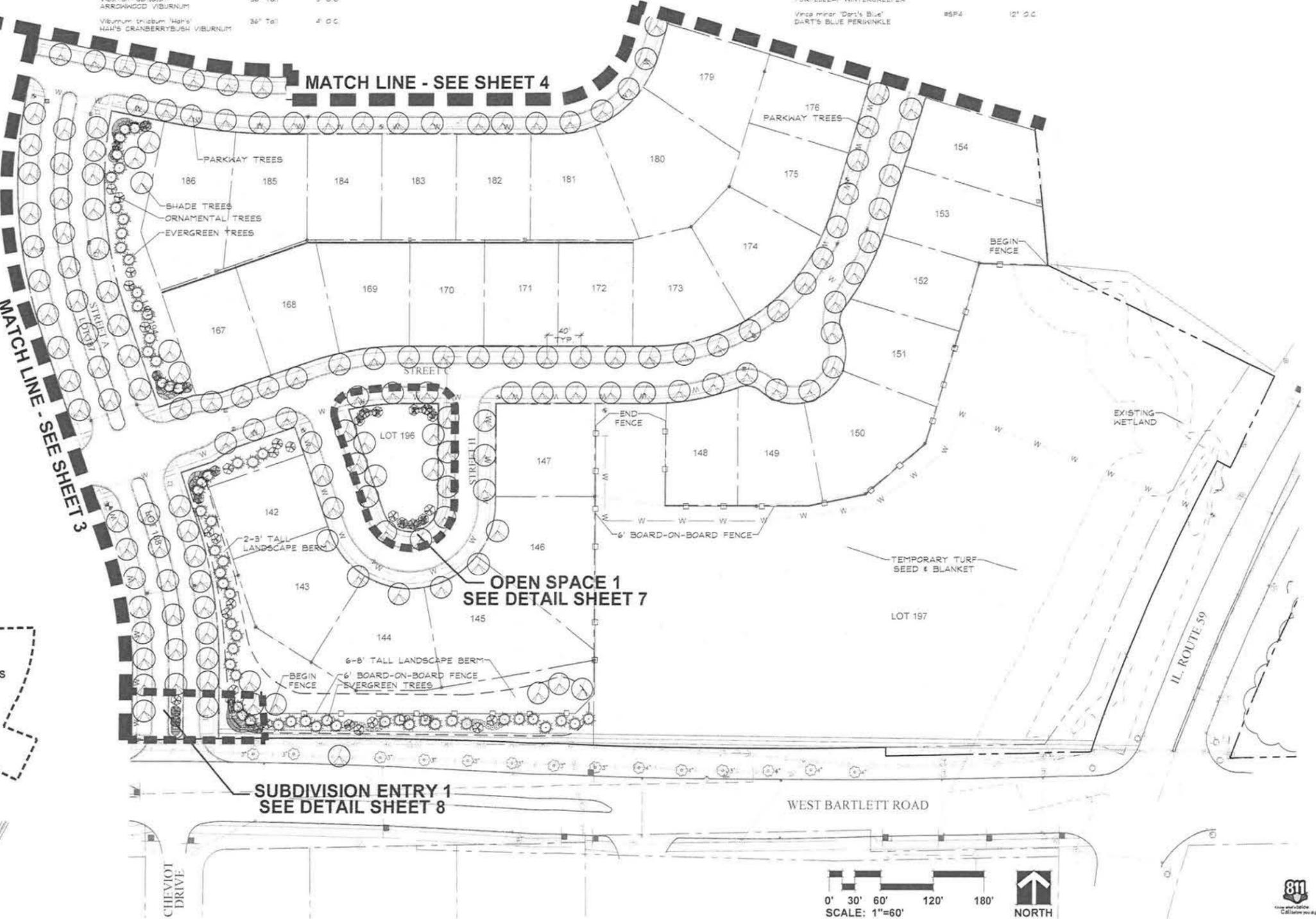
| Key                 | Botanical/Common Name  | Size | Remarks  |
|---------------------|--|------|----------|
| <b>PERENNIALS</b>   |  |      |          |
|                     | Coreopsis verticillata 'Zagreb' 'Zagreb Coreopsis'               | #1   | 18" O.C. |
|                     | Hosta sieboldiana 'Frances Williams' 'Frances Williams Hosta'    | #1   | 24" O.C. |
|                     | Hemerocallis 'Happy Returns' 'Happy Returns Daylily'             | #1   | 18" O.C. |
|                     | Liatris spicata 'Kobold' 'Blazing Star'                          | #1   | 18" O.C. |
|                     | Pennisetum alopecuroides 'Hameln' 'Dwarf Fountain Grass'         | #2   | 24" O.C. |
|                     | Rudbeckia fulgida 'Goldsturm' 'Black-eyed Susan'                 | #1   | 18" O.C. |
|                     | Salvia nemorosa 'East Friesland' 'East Friesland Salvia'         | #1   | 18" O.C. |
|                     | Sporobolus heterolepis 'Prairie Dropseed'                        | #1   | 18" O.C. |
| <b>GROUNDCOVERS</b> |  |      |          |
|                     | Erythronium fortunei var. 'Solestial' 'Purpleleaf Wintercreeper' | #SP4 | 12" O.C. |
|                     | Vincetoxicum 'Dart's Blue' 'Dart's Blue Periwinkle'              | #SP4 | 12" O.C. |

**LEGEND**

|  |                    |  |                            |
|--|--------------------|--|----------------------------|
|  | SHADE TREES        |  | NATURALIZED PLANTINGS      |
|  | ORNAMENTAL TREES   |  | EXISTING WETLAND           |
|  | EVERGREEN TREES    |  | EXISTING VEGETATION LIMITS |
|  | DECIDUOUS SHRUBS   |  | EXISTING FLOODPLAIN        |
|  | EVERGREEN SHRUBS   |  | PROPOSED H&W / N&W         |
|  | PERENNIALS         |  |                            |
|  | ORNAMENTAL GRASSES |  |                            |
|  | GROUNDCOVERS       |  |                            |



**SHEET KEY**  
SCALE: N.T.S.



**GRWA**  
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**THE GRASSLANDS**  
BARTLETT, ILLINOIS  
**PRELIMINARY LANDSCAPE PLAN**

2 5.07.2021  
1 3.29.2021

REVISIONS

DATE 2.24.2021  
PROJECT NO. CRN2001  
DRAWN GFB  
CHECKED MGM  
SHEET NO.



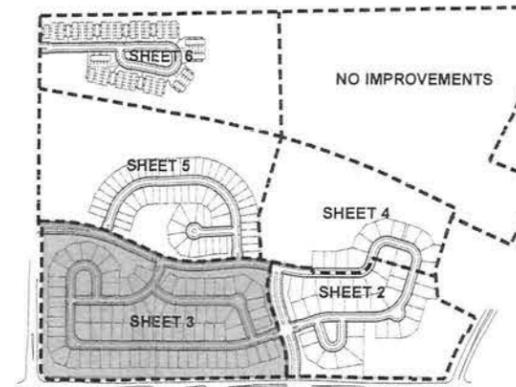
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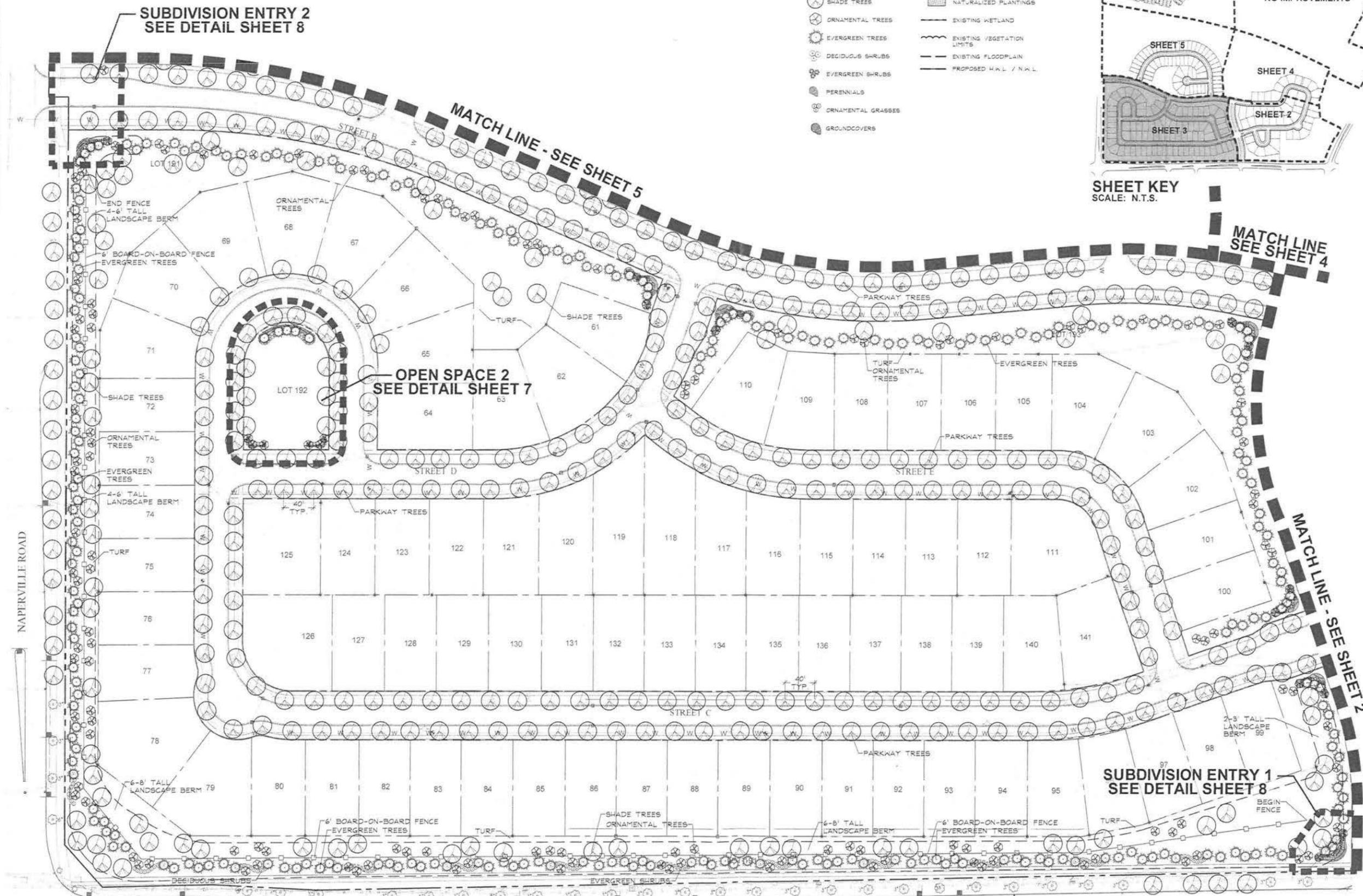
**THE GRASSLANDS**  
BARTLETT, ILLINOIS  
**PRELIMINARY LANDSCAPE PLAN**

**LEGEND**

- ☉ SHADE TREES
- ☉ ORNAMENTAL TREES
- ☉ EVERGREEN TREES
- ☉ DECIDUOUS SHRUBS
- ☉ EVERGREEN SHRUBS
- ☉ PERENNIALS
- ☉ ORNAMENTAL GRASSES
- ☉ GROUNDCOVERS
- ▨ NATURALIZED PLANTINGS
- EXISTING WETLAND
- ~ EXISTING VEGETATION LIMITS
- - - EXISTING FLOODPLAIN
- PROPOSED H.A.L. / N.A.L.



**SHEET KEY**  
SCALE: N.T.S.



**SUBDIVISION ENTRY 2**  
SEE DETAIL SHEET 8

**MATCH LINE - SEE SHEET 5**

**OPEN SPACE 2**  
SEE DETAIL SHEET 7

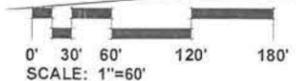
**MATCH LINE**  
SEE SHEET 4

**MATCH LINE - SEE SHEET 2**

**SUBDIVISION ENTRY 1**  
SEE DETAIL SHEET 8

NAPERVILLE ROAD

WEST BARTLETT ROAD



| REVISIONS | DATE      |
|-----------|-----------|
| 2         | 5.07.2021 |
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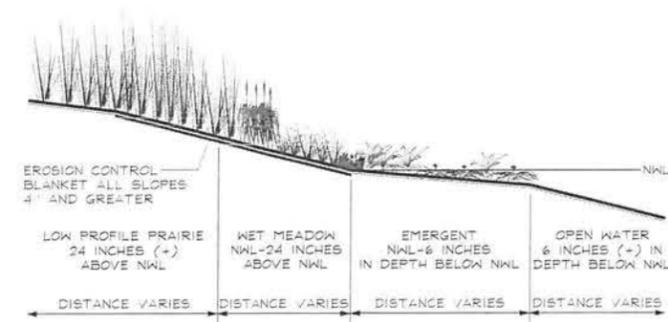
**3 OF 8**



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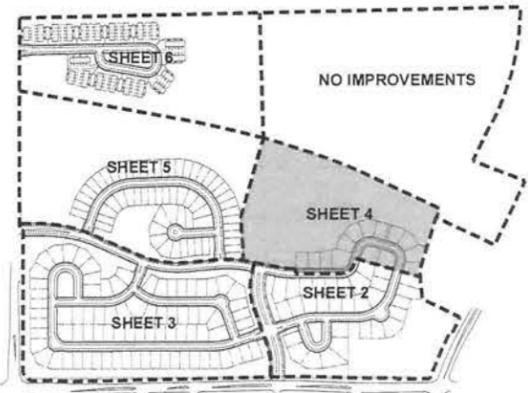
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4320 WINFIELD ROAD #200  
WARRENVILLE, ILLINOIS 60555



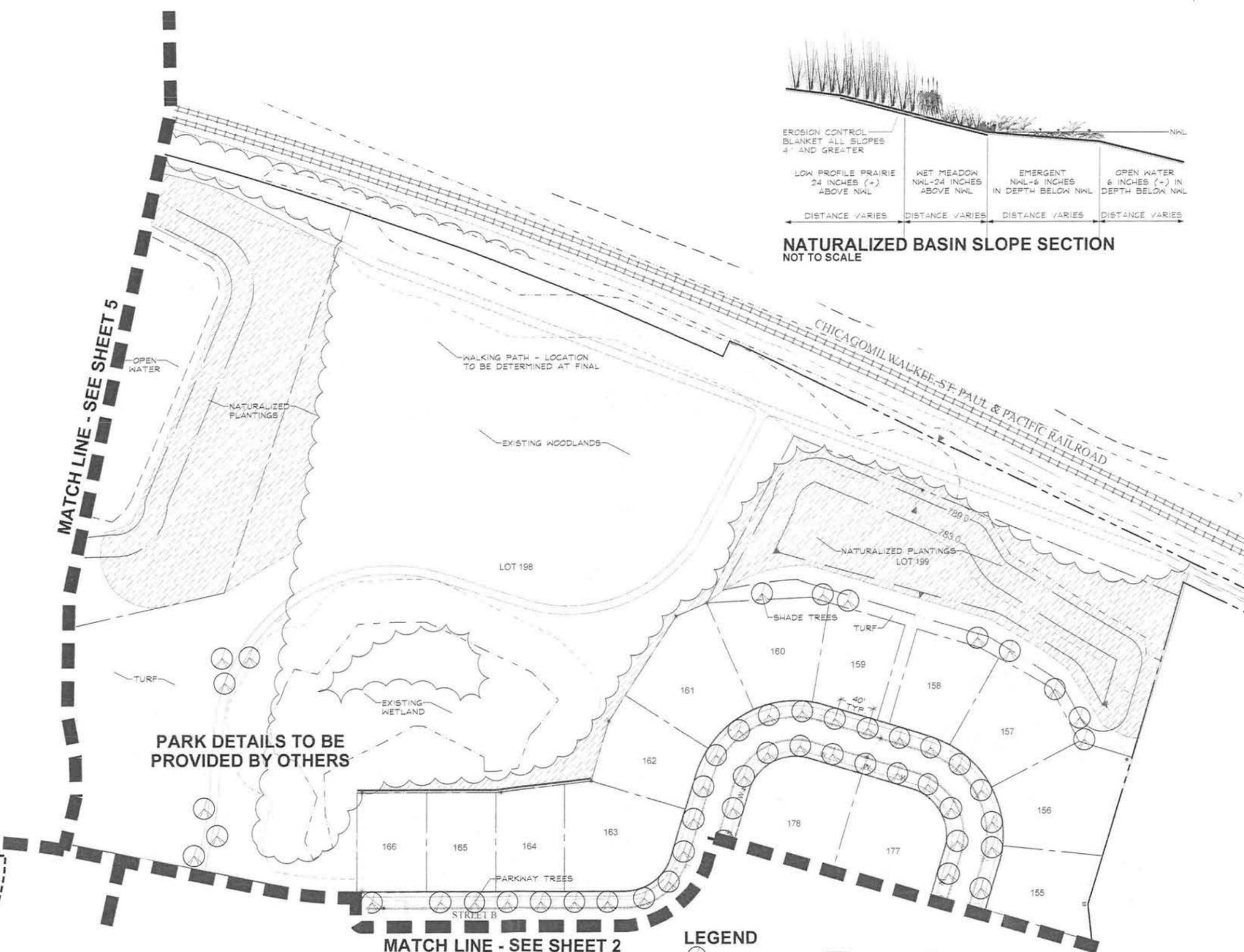
**NATURALIZED BASIN SLOPE SECTION**  
NOT TO SCALE

MATCH LINE - SEE SHEET 5

MATCH LINE - SEE SHEET 2

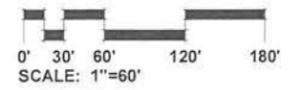


**SHEET KEY**  
SCALE: N.T.S.



**LEGEND**

- ⊙ SHADE TREES
- ⊗ ORNAMENTAL TREES
- ⊙ EVERGREEN TREES
- ⊙ DECIDUOUS SHRUBS
- ⊙ EVERGREEN SHRUBS
- ⊙ PERENNIALS
- ⊙ ORNAMENTAL GRASSES
- ⊙ GROUNDCOVERS
- ▨ NATURALIZED PLANTINGS
- EXISTING WETLAND
- ~ EXISTING VEGETATION LIMITS
- - - EXISTING FLOODPLAIN
- PROPOSED H.W.L. / N.W.L.



**THE GRASSLANDS**  
BARTLETT, ILLINOIS  
**PRELIMINARY LANDSCAPE PLAN**

|           |           |
|-----------|-----------|
| 2         | 5.07.2021 |
| 1         | 3.29.2021 |
| REVISIONS |           |

|             |           |
|-------------|-----------|
| DATE        | 2.24.2021 |
| PROJECT NO. | GRN2001   |
| DRAWN       | GFB       |
| CHECKED     | MGM       |
| SHEET NO.   |           |



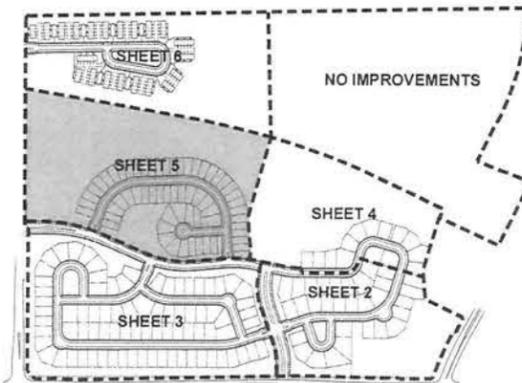
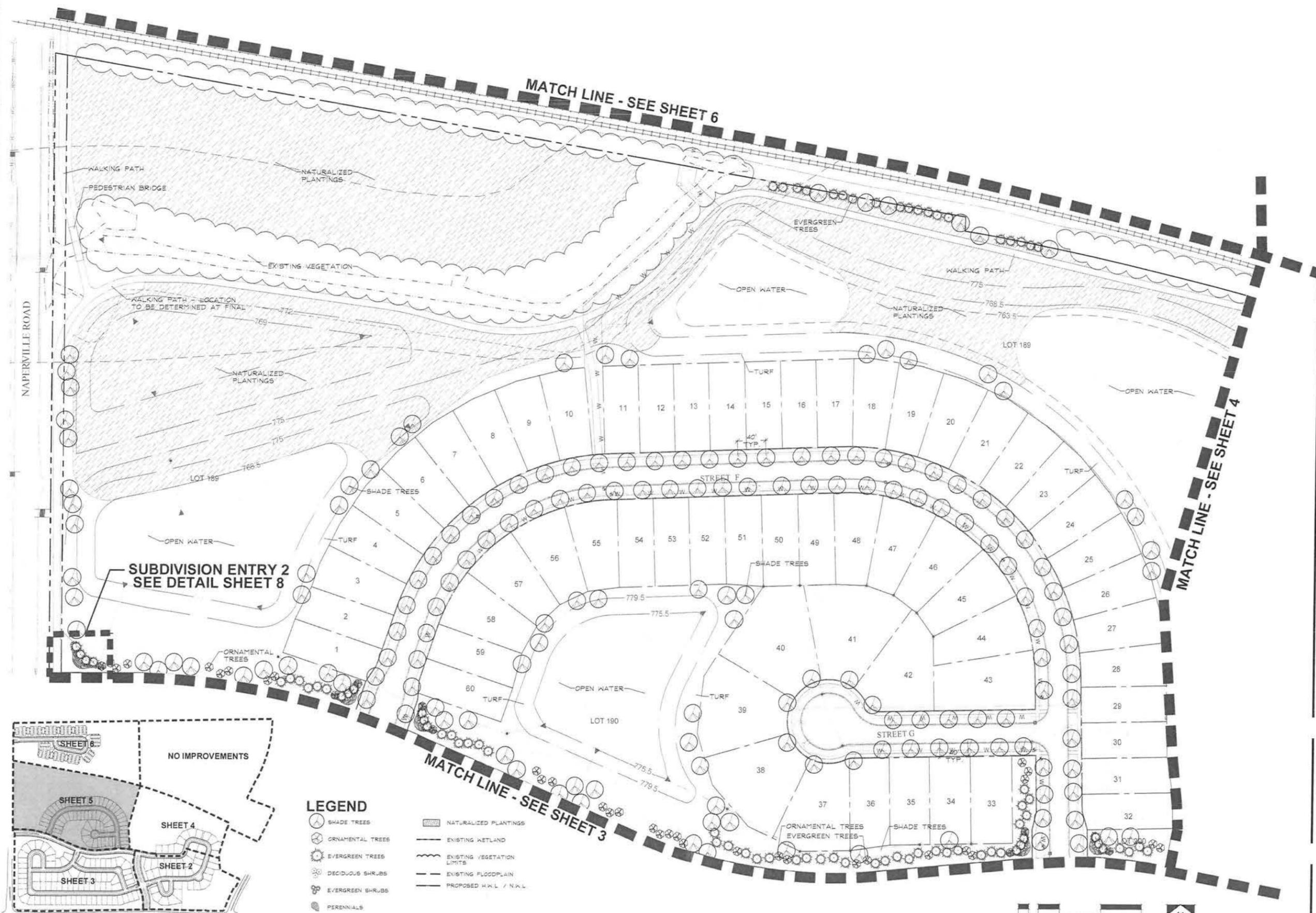


GARY R. WEBER  
ASSOCIATES, INC.  
LAND PLANNING  
ECOLOGICAL CONSULTING  
LANDSCAPE ARCHITECTURE  
402 W. LIBERTY DRIVE  
WHEATON, ILLINOIS 60187  
PHONE: 630-668-7197

DEVELOPER  
CROWN COMMUNITY  
DEVELOPMENT  
1751 A WEST DIEHL ROAD  
NAPERVILLE, ILLINOIS 60563

CIVIL ENGINEER  
ESM CIVIL SOLUTIONS, LLC.  
4320 WINFIELD ROAD #200  
WARRENVILLE, ILLINOIS 60555

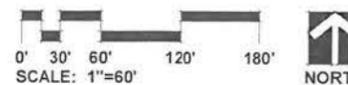
**THE GRASSLANDS**  
BARTLETT, ILLINOIS  
**PRELIMINARY LANDSCAPE PLAN**



**SHEET KEY**  
SCALE: N.T.S.

**LEGEND**

- SHADE TREES
- ORNAMENTAL TREES
- EVERGREEN TREES
- DECIDUOUS SHRUBS
- EVERGREEN SHRUBS
- PERENNIALS
- ORNAMENTAL GRASSES
- GROUNDCOVERS
- NATURALIZED PLANTINGS
- EXISTING WETLAND
- EXISTING VEGETATION LIMITS
- EXISTING FLOODPLAIN
- PROPOSED H.W.L. / N.W.L.



| NO. | DATE      | DESCRIPTION |
|-----|-----------|-------------|
| 2   | 5.07.2021 |             |
| 1   | 3.29.2021 |             |

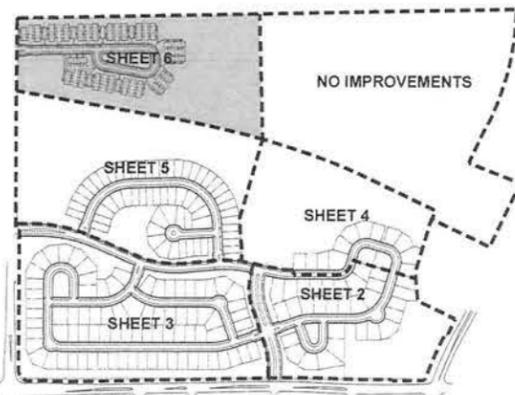
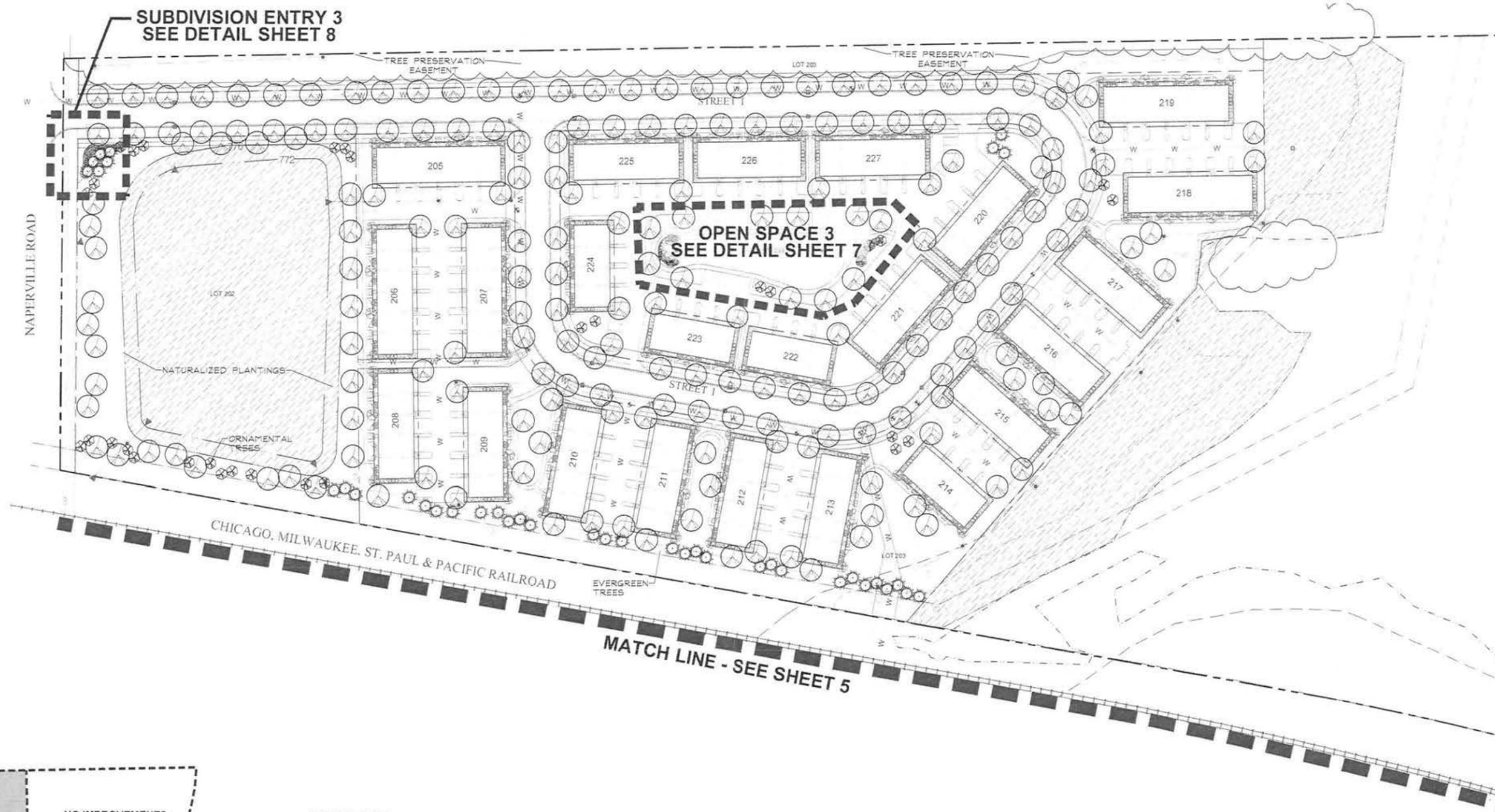
DATE: 2.24.2021  
PROJECT NO.: CRN2001  
DRAWN: GFB  
CHECKED: MGM  
SHEET NO.:



GARY R. WEBER  
ASSOCIATES, INC.  
LAND PLANNING  
ECOLOGICAL CONSULTING  
LANDSCAPE ARCHITECTURE  
402 W. LIBERTY DRIVE  
WHEATON, ILLINOIS 60187  
PHONE: 630-668-7197

DEVELOPER  
CROWN COMMUNITY  
DEVELOPMENT  
1751 A WEST DIEHL ROAD  
NAPERVILLE, ILLINOIS 60563  
CIVIL ENGINEER  
ESM CIVIL SOLUTIONS, LLC.  
4520 WINFIELD ROAD #200  
WARRENVILLE, ILLINOIS 60555

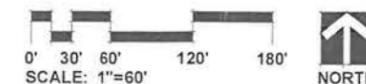
**THE GRASSLANDS**  
BARTLETT, ILLINOIS  
**PRELIMINARY LANDSCAPE PLAN**



**SHEET KEY**  
SCALE: N.T.S.

**LEGEND**

- |  |                    |  |                            |
|--|--------------------|--|----------------------------|
|  | SHADE TREES        |  | NATURALIZED PLANTINGS      |
|  | ORNAMENTAL TREES   |  | EXISTING WETLAND           |
|  | EVERGREEN TREES    |  | EXISTING VEGETATION LIMITS |
|  | DECIDUOUS SHRUBS   |  | EXISTING FLOODPLAIN        |
|  | EVERGREEN SHRUBS   |  | PROPOSED H.W.L. / N.W.L.   |
|  | PERENNIALS         |  |                            |
|  | ORNAMENTAL GRASSES |  |                            |
|  | GROUNDCOVERS       |  |                            |



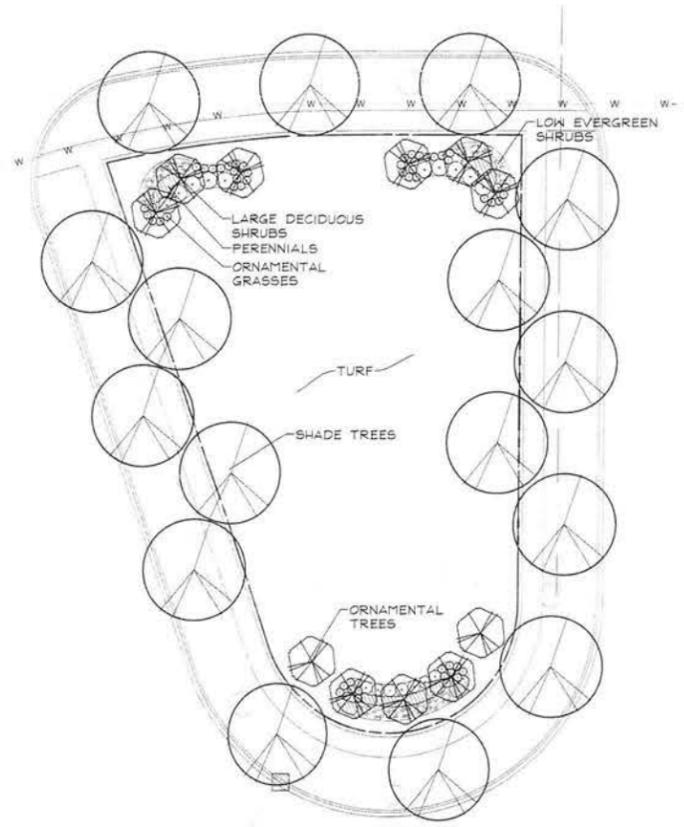
| NO. | DATE      | DESCRIPTION |
|-----|-----------|-------------|
| 2   | 5.07.2021 |             |
| 1   | 3.29.2021 |             |

DATE: 2.24.2021  
PROJECT NO.: CRN2001  
DRAWN: GFB  
CHECKED: MGM  
SHEET NO.: 6 OF 8

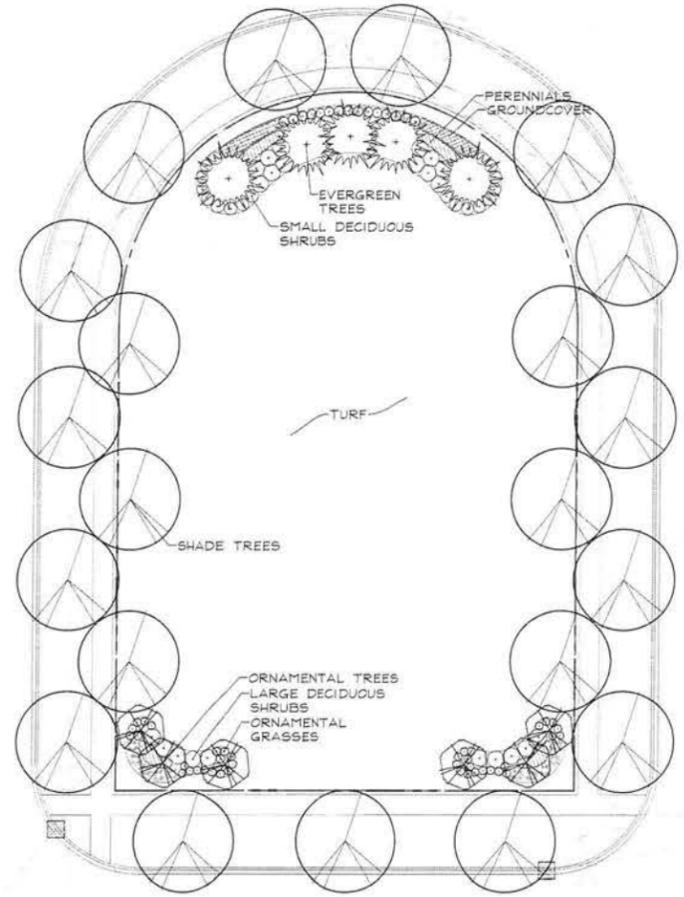


**LEGEND**

- SHADE TREES
- ORNAMENTAL TREES
- EVERGREEN TREES
- DECIDUOUS SHRUBS
- EVERGREEN SHRUBS
- PERENNIALS
- ORNAMENTAL GRASSES
- GROUNDCOVERS
- NATURALIZED PLANTINGS
- EXISTING WETLAND
- EXISTING VEGETATION LIMITS
- EXISTING FLOODPLAIN
- PROPOSED H.K.L. / N.K.L.



**OPEN SPACE 1**  
 0' 10' 20' 40' 60'  
 SCALE: 1"=20'  
 NORTH



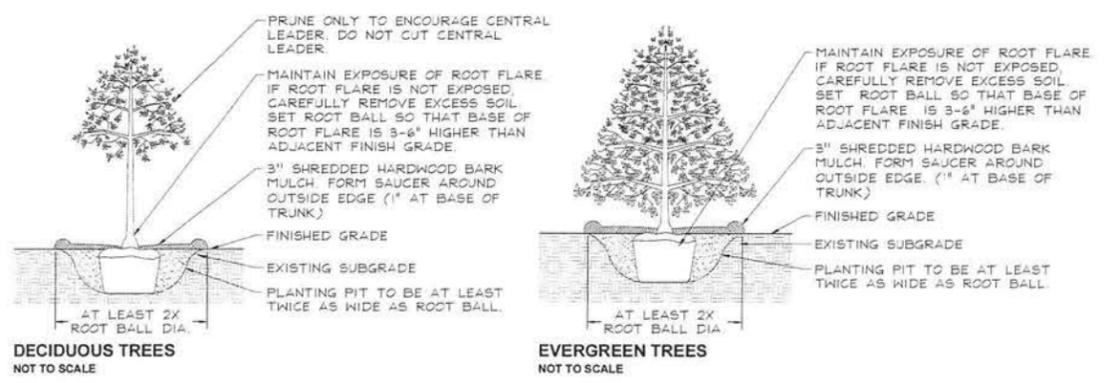
**OPEN SPACE 2**  
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 SCALE: 1"=20'  
 NORTH

**PLANTING DETAILS**



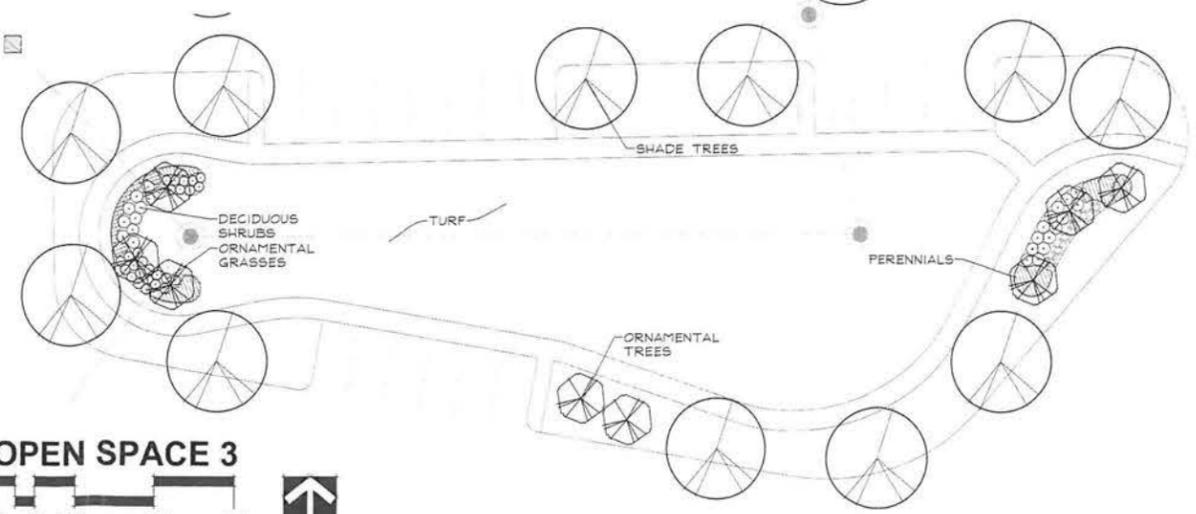
**PERENNIALS AND GROUNDCOVERS**  
 NOT TO SCALE

**DECIDUOUS AND EVERGREEN SHRUBS**  
 NOT TO SCALE



**DECIDUOUS TREES**  
 NOT TO SCALE

**EVERGREEN TREES**  
 NOT TO SCALE



**OPEN SPACE 3**  
 0' 10' 20' 40' 60'  
 SCALE: 1"=20'  
 NORTH

**GRWA**  
 GARY R. WEBER  
 ASSOCIATES, INC.  
 LAND PLANNING  
 ECOLOGICAL CONSULTING  
 LANDSCAPE ARCHITECTURE  
 402 W. LIBERTY DRIVE  
 WHEATON, ILLINOIS 60187  
 PHONE: 630-668-7197

DEVELOPER  
**CROWN COMMUNITY DEVELOPMENT**  
 1751 A WEST DEHL ROAD  
 NAPERVILLE, ILLINOIS 60563

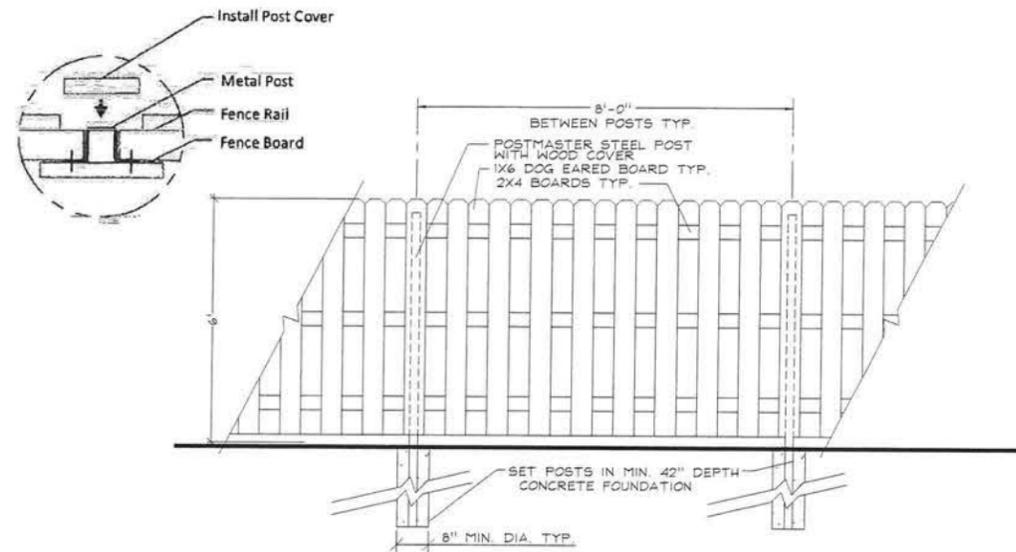
CIVIL ENGINEER  
**ESM CIVIL SOLUTIONS, LLC.**  
 4320 WINFIELD ROAD, #200  
 WARRENVILLE, ILLINOIS 60555

**THE GRASSLANDS**  
 BARTLETT, ILLINOIS  
**LANDSCAPE DETAILS**

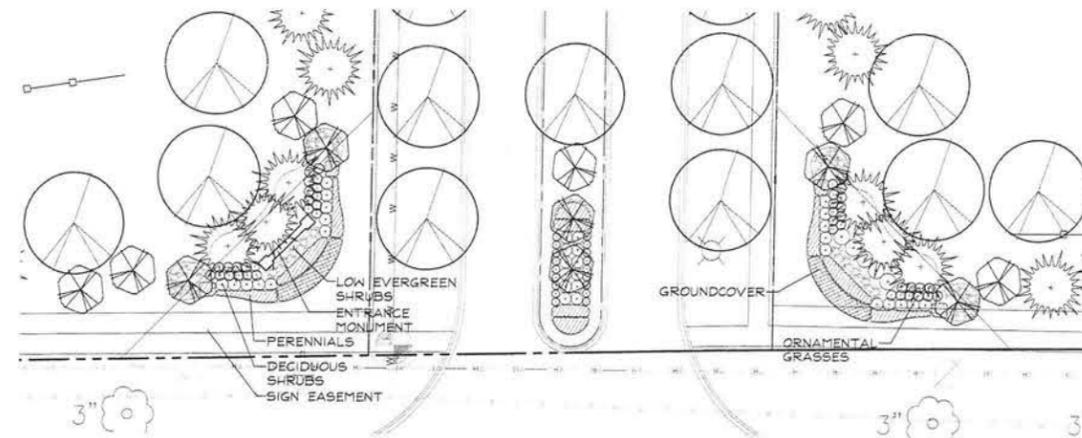
|   |           |
|---|-----------|
| 2 | 5.07.2021 |
| 1 | 3.29.2021 |

REVISIONS

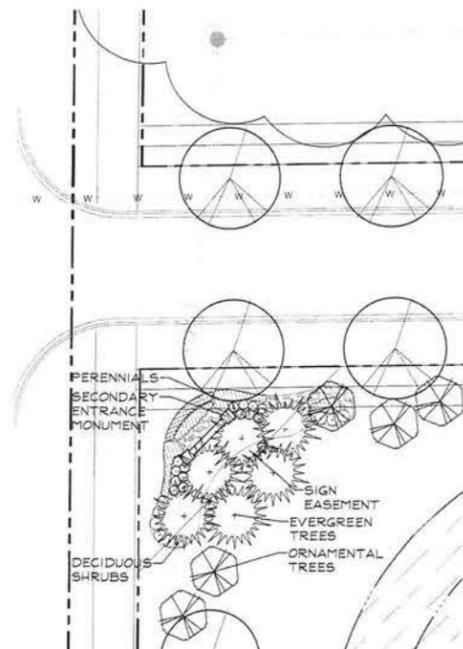
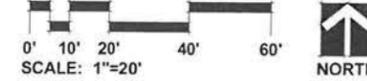
DATE 2.24.2021  
 PROJECT NO. CRN2001  
 DRAWN GFB  
 CHECKED MGM  
 SHEET NO.



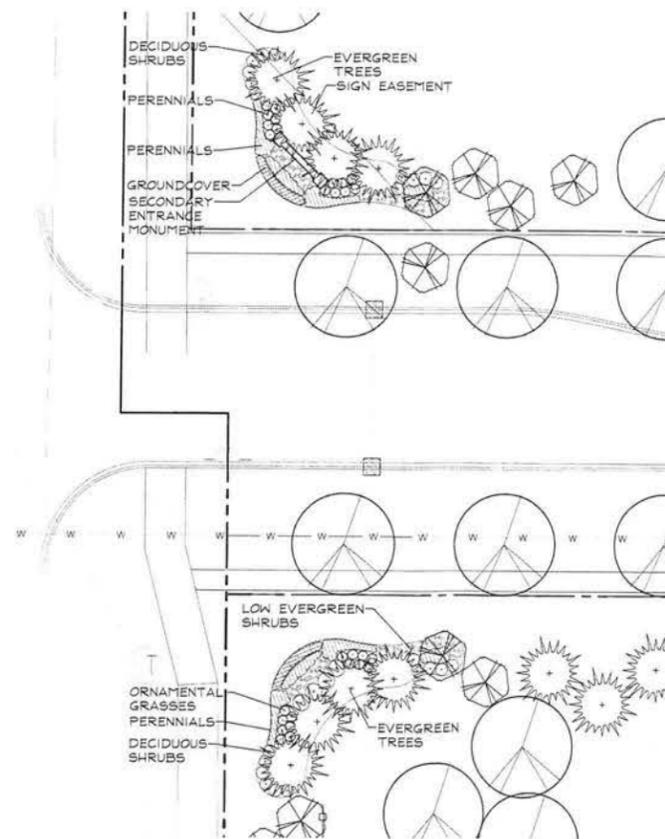
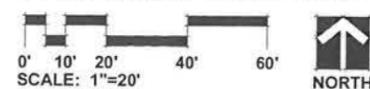
**BOARD-ON-BOARD FENCE DETAIL**  
SCALE: N.T.S.



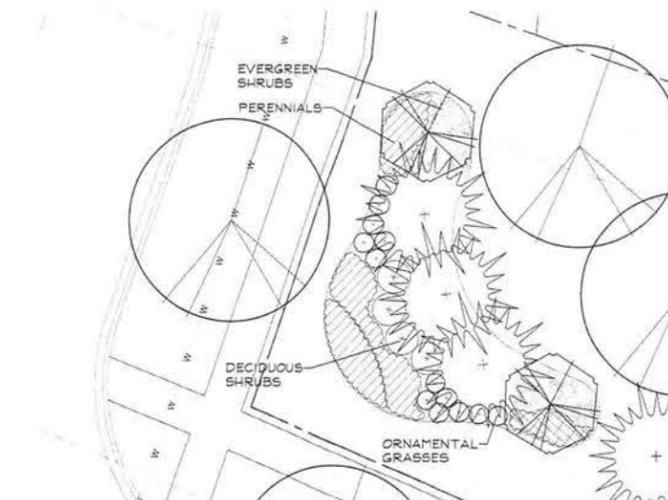
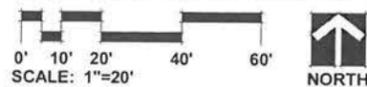
**SUBDIVISION ENTRY 1 LANDSCAPE DETAIL**



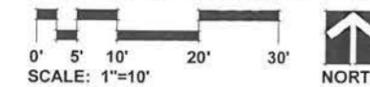
**SUBDIVISION ENTRY 3 LANDSCAPE DETAIL**



**SUBDIVISION ENTRY 2 LANDSCAPE DETAIL**



**TYPICAL CORNER LANDSCAPE DETAIL**



GARY R. WEBER  
ASSOCIATES, INC.  
LAND PLANNING  
ECOLOGICAL CONSULTING  
LANDSCAPE ARCHITECTURE  
402 W. LIBERTY DRIVE  
WHEATON, ILLINOIS 60187  
PHONE: 630-668-7197

DEVELOPER  
CROWN COMMUNITY  
DEVELOPMENT  
1751 A WEST DEHL ROAD  
NAPERVILLE, ILLINOIS 60563  
CIVIL ENGINEER  
ESM CIVIL SOLUTIONS, LLC.  
4320 WINFIELD ROAD, #200  
WARRENVILLE, ILLINOIS 60555

**THE GRASSLANDS**  
BARTLETT, ILLINOIS  
**LANDSCAPE DETAILS**

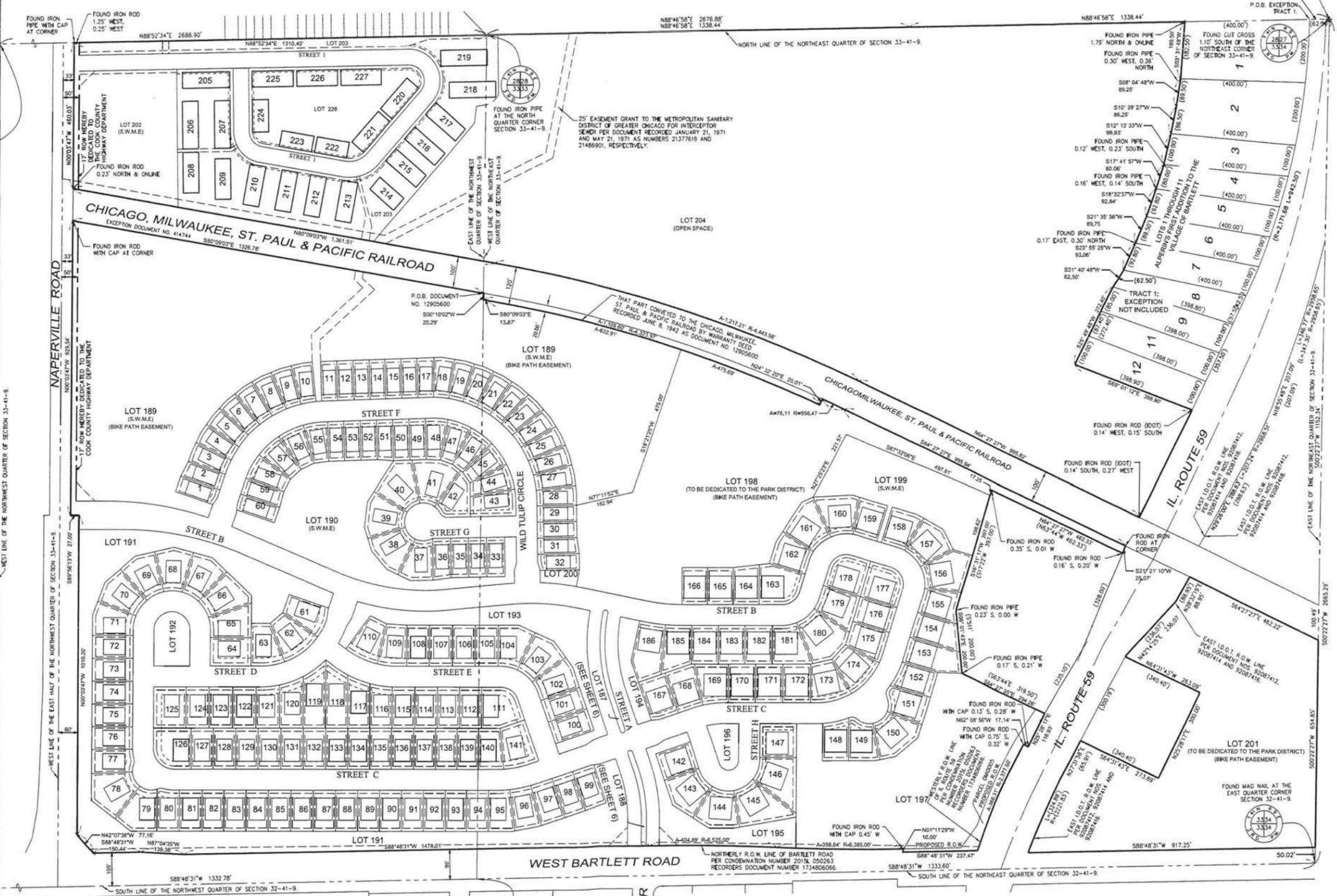
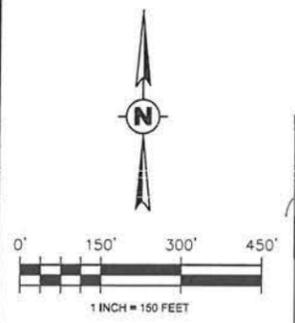
|           |           |
|-----------|-----------|
| 2         | 5.07.2021 |
| 1         | 3.29.2021 |
| REVISIONS |           |

|             |           |
|-------------|-----------|
| DATE        | 2.24.2021 |
| PROJECT NO. | CRN2001   |
| DRAWN       | GFB       |
| CHECKED     | MGM       |
| SHEET NO.   |           |



# FINAL PLAT OF SUBDIVISION FOR THE GRASSLANDS

PART OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS



PLAT NAME = GRASSLANDS  
USER NAME = WISEMAN@ESM  
FILE NAME = FILE1

**HOME OWNER'S ASSOCIATION NOTE**  
PARCELS 187-196, 199-200, 202-204 AND 228 ARE TO BE OWNED AND MAINTAINED BY THE THE GRASSLANDS HOMEOWNERS' ASSOCIATION.

**TOTAL ACREAGE**  
PROPOSED SUBDIVISION CONTAINS 8,364.500 SQUARE FEET MORE OR LESS OR 192.023 ACRES MORE OR LESS

**OWNER, SUBDIVIDER & DEVELOPER**  
BARTLETT 59, LLC  
1751A WEST DIEHL ROAD  
NAPERVILLE, IL 60563

**CURRENT ZONING**  
THE PROPERTY IS CURRENTLY ZONED INTO FIVE (5) DIFFERENT ZONING DISTRICTS: B-2, ER-2, SR-2, SR-5 AND SR-6 PUD.

**NOTE**  
THE 1"=150' SCALE DRAWING ON SHEET 1 IS PROVIDED TO DISPLAY THE OVERALL BOUNDARY OF THE SUBDIVISION. REFER TO SHEETS 2 THRU 5 FOR FURTHER INFORMATION ON INDIVIDUAL LOTS, BUILDING SETBACK LINES, EXISTING AND PROPOSED EASEMENT LINES, DIMENSIONS AND ADDITIONAL NOTES.

| PLAT OF SUBDIVISION |      | THE GRASSLANDS       |         |
|---------------------|------|----------------------|---------|
| NO.                 | DATE | REVISION DESCRIPTION | SCALE   |
| 1                   |      | PER VILLAGE COMMENTS | 1"=150' |
| 2                   |      | PER VILLAGE COMMENTS |         |
| 3                   |      | PER VILLAGE COMMENTS |         |
| 4                   |      | PER VILLAGE COMMENTS |         |
| 5                   |      | PER VILLAGE COMMENTS |         |
| 6                   |      | PER VILLAGE COMMENTS |         |
| 7                   |      | PER VILLAGE COMMENTS |         |
| 8                   |      | PER VILLAGE COMMENTS |         |

|   |        |     |
|---|--------|-----|
| 1 | DESIGN | RPD |
| 2 | CHKD.  | RPD |
| 3 | CHKD.  | RPD |
| 4 | CHKD.  | RPD |
| 5 | CHKD.  | RPD |
| 6 | CHKD.  | RPD |
| 7 | CHKD.  | RPD |
| 8 | CHKD.  | RPD |

|                     |  |  |  |
|---------------------|--|--|--|
| ENGINEER:           |  | ESM CIVIL SOLUTIONS, LLC<br>2200 WINDFIELD ROAD, SUITE 200 WARRENVILLE, IL 60555<br>CHICAGO, ILLINOIS 60639<br>CIVIL ENGINEERING - LAND ENTITLEMENTS - PROJECT FEASIBILITY |  |
| PROJECT NO. 19-0123 |  | DATE: 03/20/2021   |  |
| SHEET 1 OF 7        |  | DRAWING NO.  |  |
|                     |  | 1  |  |

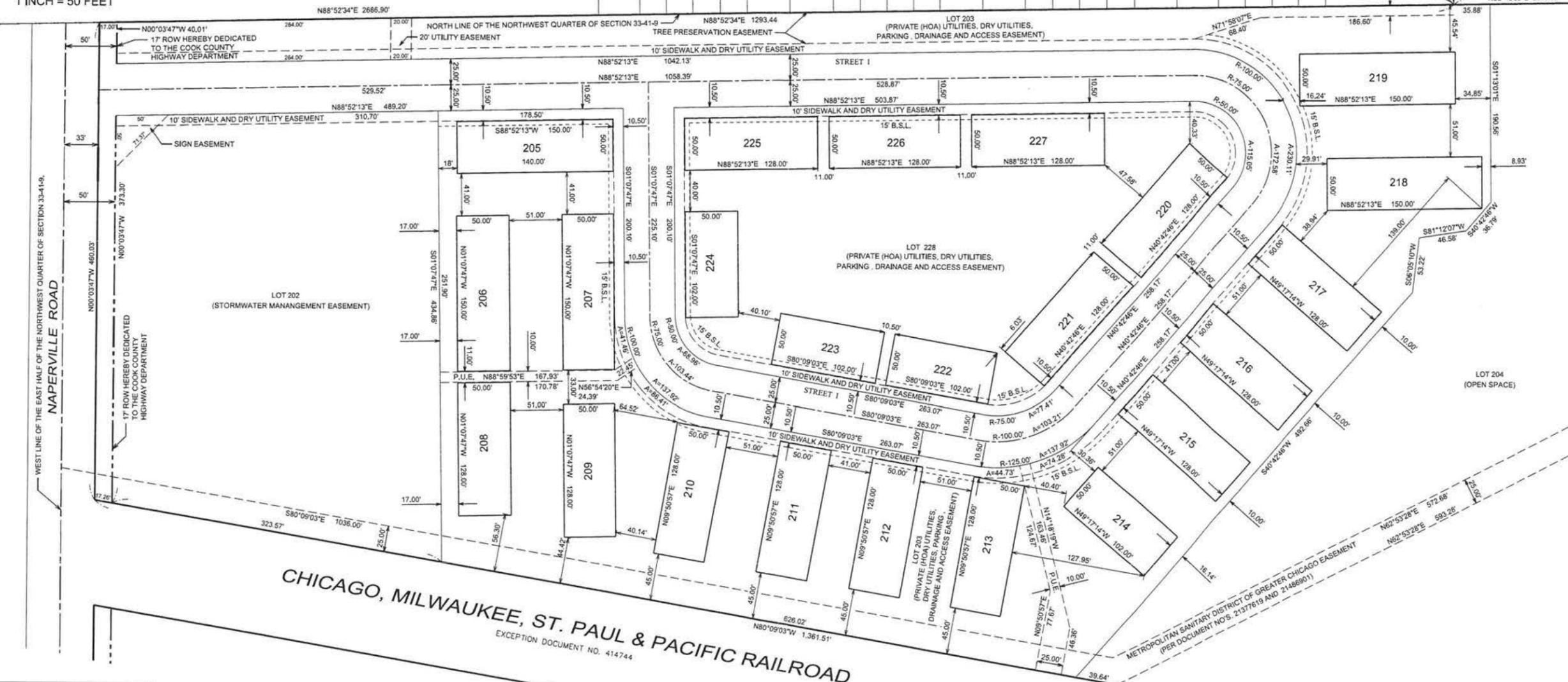
# FINAL PLAT OF SUBDIVISION FOR THE GRASSLANDS

PART OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

FOUND IRON PIPE AT THE NORTH QUARTER CORNER SECTION 33-41-9.

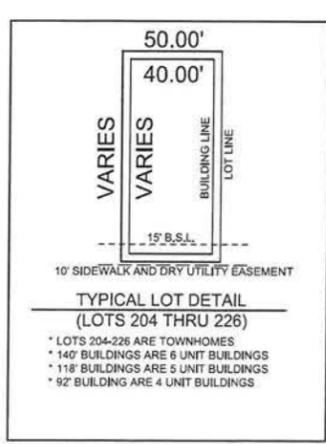


ZONING - SR-6 PUD  
SUBURBAN RESIDENCE - MULTIPLE FAMILY-MEDIUM DENSITY  
PLANNED UNIT DEVELOPMENT



WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 33-41-9.  
NAPERVILLE ROAD

CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD  
EXCEPTION DOCUMENT NO. 414744



| LEGEND |                                    |
|--------|------------------------------------|
|        | SURVEYED PROPERTY                  |
|        | PROPOSED LOT LINE                  |
|        | PROPOSED CENTERLINE                |
|        | PROPOSED RIGHT OF WAY              |
|        | BUILDING SETBACK LINE (B.S.L.)     |
|        | EASEMENT LINE                      |
|        | MEASURED OR CALCULATED SURVEY DATA |
|        | RECORD OR PRIOR SURVEY DATA        |
|        | SET CONCRETE MONUMENT              |
|        | P.U.D.E.                           |
|        | S.W.M.E.                           |
|        | STORMWATER MANAGEMENT EASEMENT     |

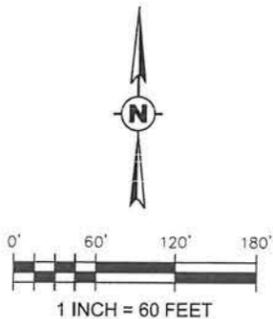
\* LOTS 204-226 ARE TOWNHOMES  
\* 140' BUILDINGS ARE 6 UNIT BUILDINGS  
\* 118' BUILDINGS ARE 5 UNIT BUILDINGS  
\* 92' BUILDING ARE 4 UNIT BUILDINGS

|   |          |                      |
|---|----------|----------------------|
| PLAT OF SUBDIVISION   |          |                      |
| THE GRASSLANDS  |          |                      |
| 1   | 06/06/21 | PER VILLAGE COMMENTS |
| 2   | 06/21/21 | PER VILLAGE COMMENTS |
| 3   |          |                      |
| 4   |          |                      |
| 5   |          |                      |
| 6   |          |                      |
| 7   |          |                      |
| 8   |          |                      |
| NO.   | DATE     | REVISION DESCRIPTION |
| ENGINEER:<br><br><b>REGIONAL LAND SERVICES</b><br>270 VIDA COURT<br>SYCAMORE, ILLINOIS 60178<br>PHONE: (618) 559-2260 |          |                      |
| PROJECT NO. 19-0123<br>DATE: 03/20/2021<br>SHEET 2 OF 7<br>DRAWING NO.  |          |                      |
| 2   |          |                      |

PLOT DATE = 03/20/21  
USER NAME = MURPHY  
FILE NAME = 19-0123

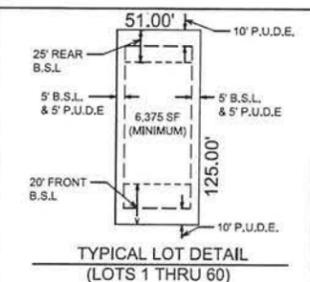
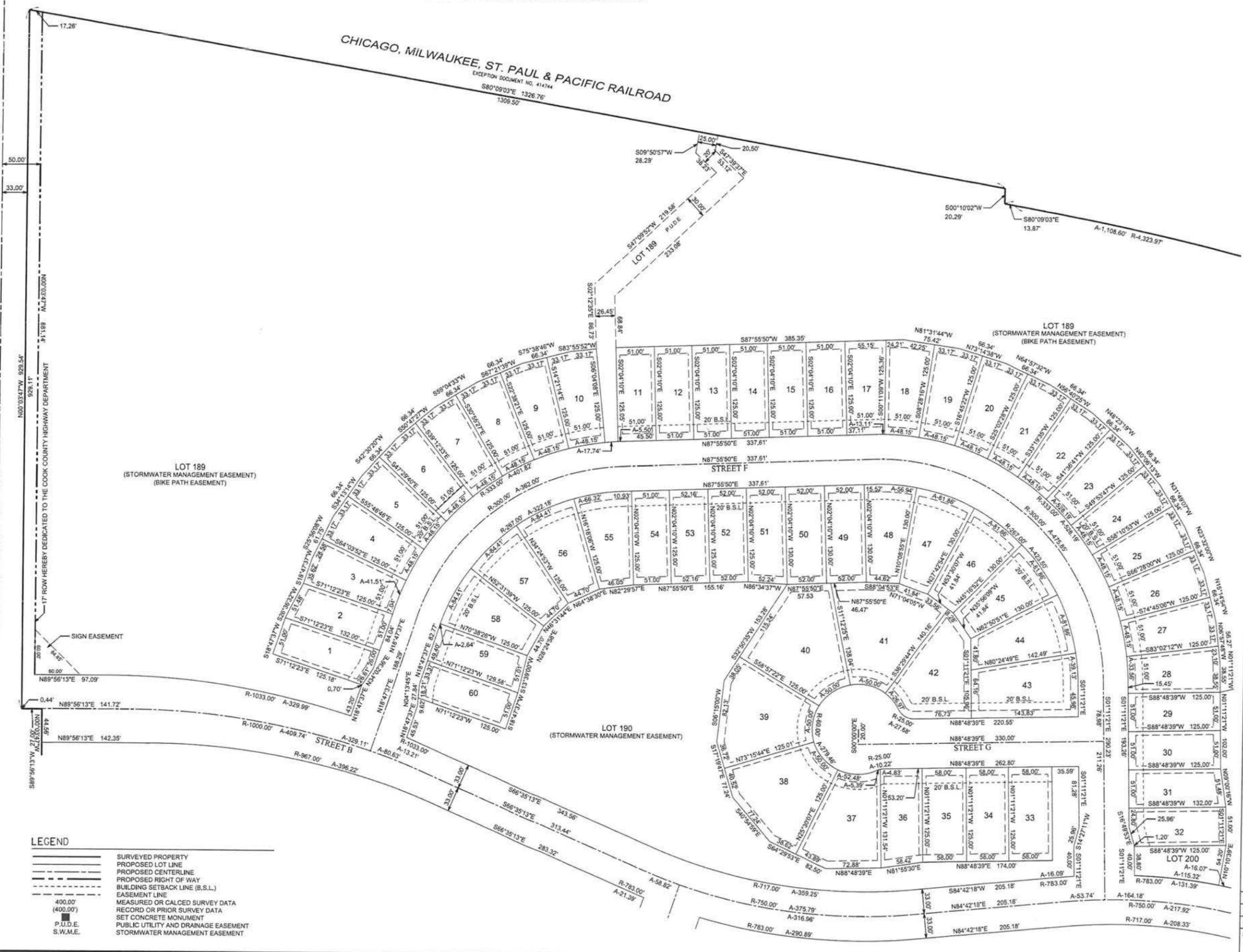
# FINAL PLAT OF SUBDIVISION FOR THE GRASSLANDS

PART OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS



CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD  
EXCEPTION DOCUMENT NO. 414744  
S80°09'03"E 1326.76'  
1309.50'

WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 33-41-9  
NAPERVILLE ROAD



**LEGEND**

|  |                                      |
|--|--------------------------------------|
|  | SURVEYED PROPERTY                    |
|  | PROPOSED LOT LINE                    |
|  | PROPOSED CENTERLINE                  |
|  | PROPOSED RIGHT OF WAY                |
|  | BUILDING SETBACK LINE (B.S.L.)       |
|  | EASEMENT LINE                        |
|  | MEASURED OR CALCULATED SURVEY DATA   |
|  | RECORD OR PRIOR SURVEY DATA          |
|  | SET CONCRETE MONUMENT                |
|  | PUBLIC UTILITY AND DRAINAGE EASEMENT |
|  | STORMWATER MANAGEMENT EASEMENT       |

\* ALL EASEMENTS ARE AS SHOWN UNLESS OTHERWISE NOTED  
\* UNLESS SHOWN OTHERWISE, CORNER LOTS SHALL HAVE A 20' FRONT YARD BUILDING RESTRICTION & A 20' CORNER SIDE YARD BUILDING RESTRICTION (20' SIDEYARDS ARE ON THE STREET SIDE OF SUBJECT LOT).

PLOT DATE = 03/20/2021  
DRAWING NO. = 19-0123  
FILE NAME = 19-0123

PLAT OF SUBDIVISION  
**THE GRASSLANDS**

| NO. | DATE     | REVISION DESCRIPTION |
|-----|----------|----------------------|
| 1   | 03/02/21 | PER VILLAGE COMMENTS |
| 2   | 03/22/21 | PER VILLAGE COMMENTS |
| 3   |          |                      |
| 4   |          |                      |
| 5   |          |                      |
| 6   |          |                      |
| 7   |          |                      |
| 8   |          |                      |

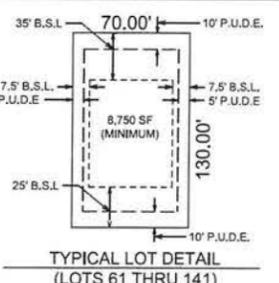
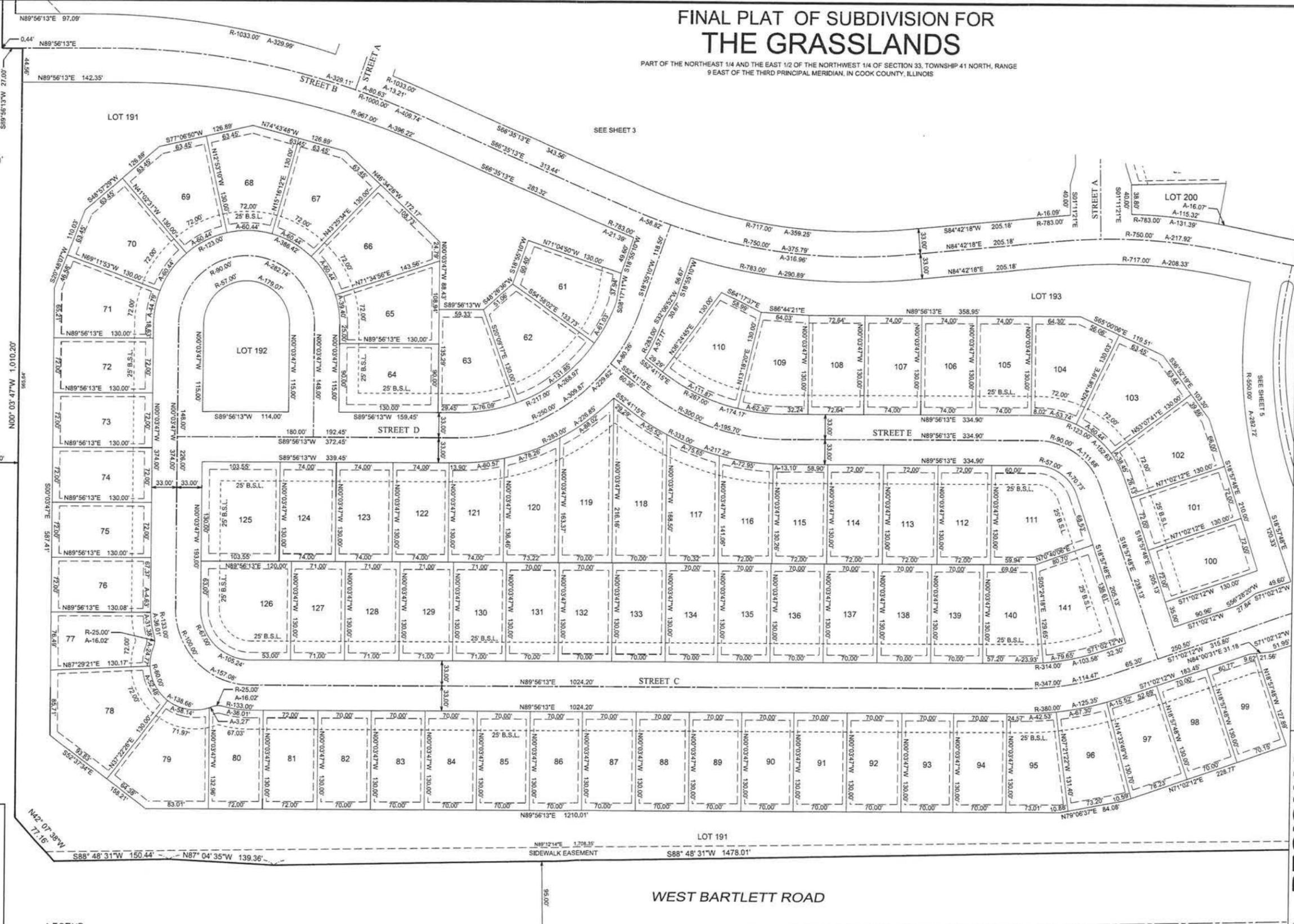
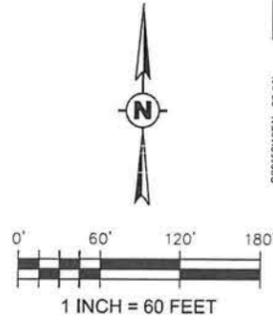
ESM CIVIL SOLUTIONS, LLC  
4320 WINFIELD ROAD - SUITE 200 WARRENVILLE, IL 60555  
O: 630-300-0933 C: 630-624-0520  
CIVIL ENGINEERING - LAND ENTITLEMENTS - PROJECT FEASIBILITY

**REGIONAL LAND SERVICES**  
270 VIDA COURT  
SYCAMORE, ILLINOIS 60178  
PHONE: (618) 559-2260

PROJECT NO. 19-0123  
DATE: 03/20/2021  
SHEET 3 OF 7  
DRAWING NO.  
**3**

# FINAL PLAT OF SUBDIVISION FOR THE GRASSLANDS

PART OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS



**LEGEND**

|  |                                      |
|--|--------------------------------------|
|  | SURVEYED PROPERTY                    |
|  | PROPOSED LOT LINE                    |
|  | PROPOSED CENTERLINE                  |
|  | PROPOSED RIGHT OF WAY                |
|  | BUILDING SETBACK LINE (B.S.L.)       |
|  | EASEMENT LINE                        |
|  | MEASURED OR CALC'D SURVEY DATA       |
|  | RECORD OR PRIOR SURVEY DATA          |
|  | SET CONCRETE MONUMENT                |
|  | PUBLIC UTILITY AND DRAINAGE EASEMENT |
|  | STORMWATER MANAGEMENT EASEMENT       |
|  | 400.00'                              |
|  | (400.00')                            |
|  | P.U.D.E.                             |
|  | S.W.M.E.                             |

**TYPICAL LOT DETAIL (LOTS 61 THRU 141)**

\* ALL EASEMENTS ARE AS SHOWN UNLESS OTHERWISE NOTED.

\* UNLESS SHOWN OTHERWISE, CORNER LOTS SHALL HAVE A 25' FRONT YARD BUILDING RESTRICTION & A 25' CORNER SIDE YARD BUILDING RESTRICTION (25' SIDEYARDS ARE ON THE STREET SIDE OF SUBJECT LOT).

PLAT DATE = 03/20/2021  
 USER NAME = JESSEWARR  
 FILE NAME = 19-0123

PLAT OF SUBDIVISION  
 THE GRASSLANDS

| NO. | DATE     | REVISION DESCRIPTION |
|-----|----------|----------------------|
| 1   | 03/20/21 | PER VILLAGE COMMENTS |
| 2   | 03/22/21 | PER VILLAGE COMMENTS |
| 3   |          |                      |
| 4   |          |                      |
| 5   |          |                      |
| 6   |          |                      |
| 7   |          |                      |
| 8   |          |                      |

ENGINEER:  
 ESM CIVIL SOLUTIONS, LLC  
 4320 WINFIELD ROAD - SUITE 200 WARRENVILLE, IL 60555  
 C: 630-300-0933 C: 630-464-6520  
 CIVIL ENGINEERING - LAND ENTITLEMENTS - PROJECT FEASIBILITY

**REGIONAL LAND SERVICES**  
 270 VIDA COURT  
 SYCAMORE, ILLINOIS 60178  
 PHONE: (618) 559-2260

PROJECT NO. 19-0123  
 DATE: 03/20/2021  
 SHEET 4 OF 7  
 DRAWING NO.  
 4



# FINAL PLAT OF SUBDIVISION FOR THE GRASSLANDS

PART OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)  
SS.  
COUNTY OF DEKALB)

THIS IS TO CERTIFY THAT I, RUDY P. DIXON, AN ILLINOIS PROFESSIONAL LAND SURVEYOR HAVE SURVEYED, SUBDIVIDED AND PLATTED FOR THE OWNERS THEREOF THAT:

THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE DEED DATED MARCH 3, 1945 AND RECORDED IN THE COUNTY OR LESS. ALSO EXCEPTING THEREFROM RECORDOR'S OFFICE IN COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 13490455 AND RECORDED IN BOOK 38843 ON PAGE 204, EXCEPTING THEREFROM:

THAT PART OF SAID PREMISES CONVEYED TO THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD, AS RECORDED BY DOCUMENT NUMBER 414744, ALSO EXCEPTING;

THAT PART CONVEYED TO HENRY A. SCANDRETT, WALTER J. CUMMINGS AND GEORGE I. HAIGHT, TRUSTEES OF THE PROPERTY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, THEIR SUCCESSORS AND ASSIGNS AND RECORDED AS DOCUMENT NUMBER 12905600, FILED FOR RECORD JUNE 8, 1942, RECORD BOOK 37528, PAGE 311 CONTAINING 9.7153 ACRES, MORE OR LESS, AND THAT PART CONVEYED FROM JENNIE ALPERIN AND NORMAN ALPERIN TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION RECORDED AS DOCUMENT NUMBER 92087412 CONTAINING 0.126 ACRES, MORE OR LESS, AND THAT PART CONVEYED TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION RECORDED AS DOCUMENT NUMBER 92087414, CONTAINING 0.673 ACRES, MORE OR LESS, AND THAT PART CONVEYED TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION RECORDED AS DOCUMENT NUMBER 92087416, CONTAINING 1.772 ACRES, MORE OR LESS ALSO EXCEPTING THEREFROM:

TRACT 1:  
THAT PART OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OR SAID NORTHEAST 1/4, THENCE WEST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 62.5 FEET FOR A PLACE OF BEGINNING; THENCE NORTH ALONG SAID NORTH LINE 400.0 FEET; THENCE SOUTH 4 DEGREES 24 MINUTES WEST, 182.5 FEET; THENCE SOUTH 8 DEGREES 57 MINUTES WEST, 89.5 FEET; THENCE SOUTH 11 DEGREES 28 MINUTES WEST, 86.5 FEET; THENCE SOUTH 13 DEGREES 24 MINUTES WEST, 100.0 FEET; THENCE SOUTH 18 DEGREES 9 MINUTES WEST 80.0 FEET; THENCE SOUTH 19 DEGREES 42 MINUTES WEST, 92.8 FEET; THENCE SOUTH 22 DEGREES 20 MINUTES WEST, 89.5 FEET; THENCE SOUTH 24 DEGREES 48 MINUTES WEST, 92.8 FEET; THENCE SOUTH 32 DEGREES 33 MINUTES WEST, 62.5 FEET; THENCE SOUTH 26 DEGREES 42 MINUTES WEST, 272.4 FEET; THENCE SOUTH 68 DEGREES 9 MINUTES EAST, 398.9 FEET TO THE WESTERLY LINE OF THE PUBLIC HIGHWAY (ROUTE 59); THENCE NORTH 28 DEGREES 19 MINUTES EAST, 357.5 FEET ALONG SAID WESTERLY LINE TO A POINT OF CURVE; THENCE ON A CURVE TO THE LEFT, TANGENT TO LAST DESCRIBED COURSE AND HAVING A RADIUS OF 2171.68 FEET, FOR A DISTANCE OF 942.5 FEET TO THE PLACE OF BEGINNING, CONTAINING 13 ACRES, MORE OR LESS ALSO EXCEPTING THEREFROM:

TRACT 2:  
COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID NORTHEAST 1/4 WITH THE CENTER LINE OF STATE ROUTE 59; THENCE ALONG SAID CENTER LINE 488.9 FEET; THENCE ALONG A LINE THAT FORMS AN ANGLE OF 90 DEGREES OF OMNITUDE TO THE LEFT WITH THE PROLONGATION OF SAID CENTER LINE, 50.0 FEET TO THE WESTERLY LINE OF AFORESAID STATE ROUTE 59, FOR A PLACE OF BEGINNING; THENCE NORTH 26 DEGREES 19 MINUTES EAST ALONG THE AFORESAID WESTERLY LINE OF STATE ROUTE 59, 235.1 FEET; THENCE NORTH 22 DEGREES 10 MINUTES EAST ALONG SAID WESTERLY LINE, 328.0 FEET TO A POINT IN A LINE OF 25.0 FEET SOUTHERLY FROM AND PARALLEL WITH THE SOUTHERLY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD; THENCE NORTH 63 DEGREES 44 MINUTES WEST ALONG SAID PARALLEL LINE, 462.33 FEET; THENCE SOUTH 17 DEGREES 22 MINUTES WEST, 397.0 FEET; THENCE SOUTH 5 DEGREES 11 MINUTES EAST, 200.0 FEET; THENCE SOUTH 63 DEGREES 44 MINUTES EAST, 319.5 FEET TO THE PLACE OF BEGINNING, CONTAINING 5.465 ACRES, MORE OR LESS ALSO EXCEPTING THEREFROM:

TRACT 3:  
THAT PART OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF WEST BARTLETT ROAD AS ORIGINALLY DEDICATED WITH THE CENTER LINE OF STATE ROUTE NO. 59 AS SHOWN ON THE PLAT OF DEDICATION RECORDED MAY 7, 1935 AS DOCUMENT NUMBER 11611940; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID ROUTE NO. 59, 473.8 FEET FOR A PLACE OF BEGINNING; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID ROUTE NO. 59, 300.0 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO LAST MENTIONED CENTER LINE 340.4 FEET; THENCE SOUTHWESTERLY PARALLEL WITH THE CENTER LINE OF SAID ROUTE NO. 59, 300.0 FEET; THENCE NORTHWESTERLY ALONG A LINE AT RIGHT ANGLES TO LAST MENTIONED CENTER LINE 340.4 FEET TO THE PLACE OF BEGINNING (EXCEPTING THEREFROM THAT PART THEREOF FALLING IN THE RIGHT OF WAY OF SAID ROUTE NO. 59) IN COOK COUNTY, ILLINOIS, CONTAINING 2 ACRES, MORE OR LESS.

ALSO EXCEPTING THEREFROM:  
THAT PART AS SHOWN IN THE PLAT OF DEDICATION RECORDED MAY 7, 1935 AS DOCUMENT 11611340, ALSO EXCEPTING; THAT PART OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES, 15 MINUTES, 38 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 697.50 FEET TO THE INTERSECTION OF SAID EAST LINE WITH THE EASTERLY RIGHT-OF-WAY LINE OF ILLINOIS STATE ROUTE 59 PER WARRANTY DEED RECORDED FEBRUARY 11, 1992 AS DOCUMENT NUMBER 92087416 FOR THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES, 15 MINUTES 38 SECONDS EAST ALONG SAID EAST LINE, 1152.33 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE (100 FEET WIDE) OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD PER DOCUMENT NUMBER 414744; THENCE NORTH 65 DEGREES, 05 MINUTES, 32 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 430.54 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID ILLINOIS STATE ROUTE 59; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF THE FOLLOWING FOUR (4) COURSES AND DISTANCES: (1) NORTH 28 DEGREES, 47 MINUTES, 55 SECONDS EAST, 288.63 FEET TO A NONTANGENT CURVE; (2) ALONG AN ARC OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 2968.51 FEET, HAVING A CHORD BEARING OF NORTH 25 DEGREES 01 MINUTES 17 SECONDS EAST, 207.24 FEET TO A NONTANGENT LINE; (3) NORTH 18 DEGREES, 17 MINUTES, 43 SECONDS EAST, 207.09 FEET TO A NONTANGENT CURVE; (4) ALONG AN ARC OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 2968.55 FEET; HAVING A CHORD BEARING OF NORTH 15 DEGREES, 39 MINUTES, 47 SECONDS EAST, 346.76 FEET (347.30 FEET RECORD) TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

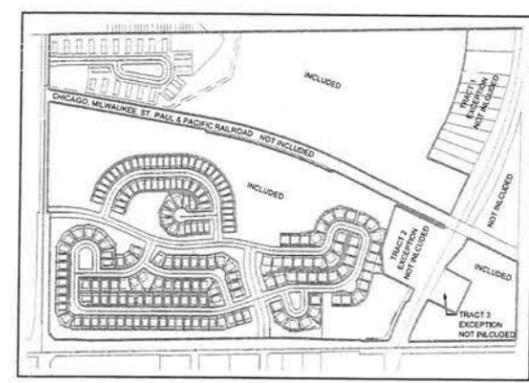
ALSO EXCEPTING THAT PART TAKEN FOR BARTLETT AND NAPERVILLE ROADS.  
ALSO EXCEPTING THEREFROM THAT PART ACQUIRED BY THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS IN CONDEMNATION PROCEEDINGS CASE NO. 2015L 050263 PER ORDER ENTERED MAY 21, 2015 AND PER FINAL JUDGMENT ORDER ENTERED DECEMBER 5, 2017 AND RECORDED DECEMBER 14, 2017 AS DOCUMENT NO. 1734806066.  
CONTAINING 191.022ACRES MORE OR LESS.

I FURTHER CERTIFY THAT IRON STAKES HAVE BEEN SET AT ALL LOT CORNERS, POINTS OF CURVATURE AND TANGENCY, EXCEPT WHERE CONCRETE MONUMENTS ARE INDICATED, AND THAT THE PLAT HEREON DRAWN CORRECTLY REPRESENTS SAID SURVEY AND SUBDIVISION, DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.

I FURTHER CERTIFY THAT THE FOREGOING PROPERTY FALLS WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF BARTLETT, AND I FURTHER CERTIFY THAT NO PART OF SAID PROPERTY IS SITUATED WITHIN A FLOOD HAZARD AREA, AS PER NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP 1703100305L, COMMUNITY PANEL NUMBER 170059, EFFECTIVE DATE 08/19/2008 AND FLOOD INSURANCE RATE MAP 1703100164J, COMMUNITY PANEL NUMBER 170059, EFFECTIVE DATE 08/19/2008.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

BY:  
SURVEYOR SIGNATURE  
REGIONAL LAND SERVICES, LLC  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003632  
LICENSE EXPIRES NOVEMBER 30, 2022  
PROFESSIONAL DESIGN FIRM NO. 184-07525  
DESIGN FIRM LICENSE EXPIRES APRIL 30, 2023

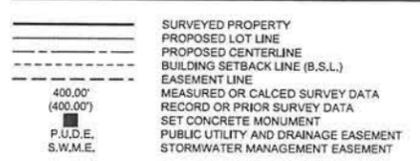


KEY MAP  
LEGAL DESCRIPTION

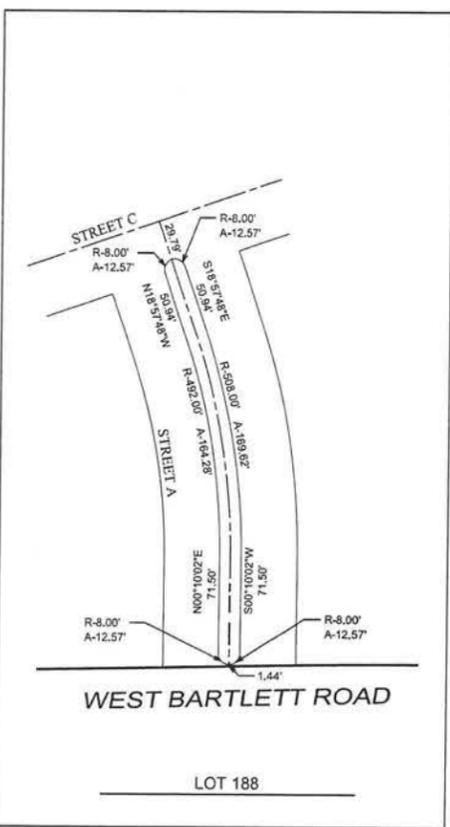
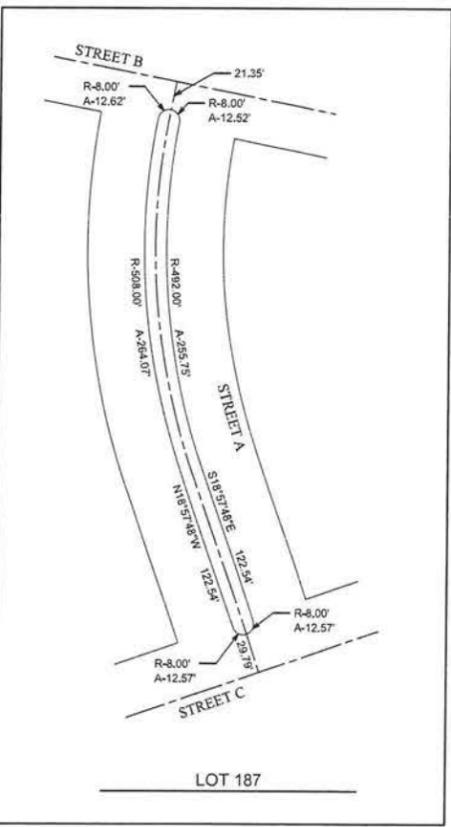
**NOTES**

1. IRON RODS SET ALL ALL LOT CORNERS UNLESS OTHERWISE NOTED.
2. DISTANCES ARE SHOWN IN FEET AND DECIMALS.
3. DIMENSIONS ALONG CURVES ARE ARC DISTANCES.
4. ALL EASEMENTS ARE HEREBY GRANTED UNLESS OTHERWISE NOTED.
5. THE BASIS FOR THIS SURVEY IS GRID NORTH OF THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, BASED ON MULTIPLE AVERAGED RTK GPS OBSERVATIONS REFERENCE TO THE TRIMBLE VRS NETWORK.
6. PARCELS 187-196, 199-200, 202-204 AND 228 ARE TO BE OWNED AND MAINTAINED BY THE THE GRASSLANDS HOMEOWNERS' ASSOCIATION.
7. ALL OF PARCELS 189, 190, 199 AND 202 ARE STORM WATER MANAGEMENT EASEMENTS.
8. ALL STORMWATER MANAGEMENT AREAS INCLUDING DETENTION FACILITIES, OPEN SPACES, DRAINAGE SWALES, PIPES AND STRUCTURES, LOCATED WITHIN THE VILLAGE OF BARTLETT RIGHT OF WAY, SHALL BE OWNED AND MAINTAINED BY THE GRASSLANDS HOMEOWNERS' ASSOCIATION.

**LEGEND**



| R.O.W., LOT AND PARCEL AREA TABLE |             |     |             |     |             |     |             |     |             |            |             |
|-----------------------------------|-------------|-----|-------------|-----|-------------|-----|-------------|-----|-------------|------------|-------------|
| LOT                               | AREA (S.F.) | LOT | AREA (S.F.) | LOT | AREA (S.F.) | LOT | AREA (S.F.) | LOT | AREA (S.F.) | PARCEL     | AREA (S.F.) |
| 1                                 | 6,547       | 45  | 8,096       | 89  | 9,100       | 133 | 9,100       | 177 | 13,517      | 221        | 6,400       |
| 2                                 | 6,554       | 46  | 8,096       | 90  | 9,100       | 134 | 9,100       | 178 | 13,499      | 222        | 5,100       |
| 3                                 | 7,059       | 47  | 8,096       | 91  | 9,100       | 135 | 9,100       | 179 | 12,132      | 223        | 5,100       |
| 4                                 | 7,175       | 48  | 7,656       | 92  | 9,100       | 136 | 9,100       | 180 | 17,023      | 224        | 5,100       |
| 5                                 | 7,175       | 49  | 6,760       | 93  | 9,100       | 137 | 9,100       | 181 | 12,877      | 225        | 6,400       |
| 6                                 | 7,175       | 50  | 6,760       | 94  | 9,100       | 138 | 9,100       | 182 | 10,492      | 226        | 6,400       |
| 7                                 | 7,175       | 51  | 6,630       | 95  | 9,856       | 139 | 9,100       | 183 | 10,492      | 227        | 6,400       |
| 8                                 | 7,175       | 52  | 6,500       | 96  | 9,856       | 140 | 9,757       | 184 | 10,492      | R.O.W.     | 85081       |
| 9                                 | 7,175       | 53  | 6,520       | 97  | 9,522       | 141 | 12,962      | 185 | 12,478      |            |             |
| 10                                | 7,175       | 54  | 6,375       | 98  | 9,100       | 142 | 10,296      | 186 | 15,736      |            |             |
| 11                                | 6,375       | 55  | 7,765       | 99  | 9,109       | 143 | 13,854      | 187 | 6,320       |            |             |
| 12                                | 6,375       | 56  | 8,134       | 100 | 9,360       | 144 | 13,753      | 188 | 4,831       |            |             |
| 13                                | 6,375       | 57  | 8,134       | 101 | 9,360       | 145 | 17,164      | 189 | 844,444     |            |             |
| 14                                | 6,375       | 58  | 8,134       | 102 | 11,118      | 146 | 15,860      | 190 | 123,873     |            |             |
| 15                                | 6,375       | 59  | 6,544       | 103 | 12,335      | 147 | 12,519      | 191 | 254,470     |            |             |
| 16                                | 6,375       | 60  | 6,568       | 104 | 11,950      | 148 | 10,213      | 192 | 18,214      |            |             |
| 17                                | 6,587       | 61  | 10,675      | 105 | 9,620       | 149 | 11,071      | 193 | 72,344      |            |             |
| 18                                | 7,201       | 62  | 12,238      | 106 | 9,620       | 150 | 14,500      | 194 | 16,093      |            |             |
| 19                                | 7,175       | 63  | 11,019      | 107 | 9,620       | 151 | 10,794      | 195 | 44,926      |            |             |
| 20                                | 7,175       | 64  | 11,700      | 108 | 9,444       | 152 | 9,929       | 196 | 11,326      |            |             |
| 21                                | 7,175       | 65  | 11,445      | 109 | 10,398      | 153 | 14,187      | 197 | 273,967     |            |             |
| 22                                | 7,175       | 66  | 13,172      | 110 | 11,261      | 154 | 12,232      | 198 | 435,815     |            |             |
| 23                                | 7,175       | 67  | 12,335      | 111 | 14,547      | 155 | 10,669      | 199 | 89,790      |            |             |
| 24                                | 7,175       | 68  | 12,335      | 112 | 9,360       | 156 | 15,538      | 200 | 5,376       |            |             |
| 25                                | 7,175       | 69  | 12,335      | 113 | 9,360       | 157 | 12,843      | 201 | 478,165     |            |             |
| 26                                | 7,175       | 70  | 12,335      | 114 | 9,360       | 158 | 10,648      | 202 | 127,047     |            |             |
| 27                                | 7,175       | 71  | 11,453      | 115 | 9,361       | 159 | 10,170      | 203 | 215,482     |            |             |
| 28                                | 6,923       | 72  | 9,360       | 116 | 9,670       | 160 | 13,419      | 204 | 2,358,793   |            |             |
| 29                                | 6,375       | 73  | 9,360       | 117 | 10,776      | 161 | 13,946      | 205 | 7,500       |            |             |
| 30                                | 6,375       | 74  | 9,360       | 118 | 13,352      | 162 | 10,952      | 206 | 7,500       |            |             |
| 31                                | 6,554       | 75  | 9,360       | 119 | 13,084      | 163 | 15,123      | 207 | 7,500       |            |             |
| 32                                | 6,636       | 76  | 9,360       | 120 | 10,836      | 164 | 9,978       | 208 | 6,400       |            |             |
| 33                                | 7,250       | 77  | 9,752       | 121 | 9,749       | 165 | 9,594       | 209 | 6,400       |            |             |
| 34                                | 7,250       | 78  | 15,481      | 122 | 9,620       | 166 | 9,594       | 210 | 6,400       |            |             |
| 35                                | 7,250       | 79  | 13,496      | 123 | 9,620       | 167 | 11,920      | 211 | 6,400       |            |             |
| 36                                | 7,452       | 80  | 9,511       | 124 | 9,620       | 168 | 12,137      | 212 | 6,400       |            |             |
| 37                                | 10,973      | 81  | 9,360       | 125 | 13,461      | 169 | 11,838      | 213 | 6,400       |            |             |
| 38                                | 12,964      | 82  | 9,100       | 126 | 14,637      | 170 | 10,492      | 214 | 5,100       |            |             |
| 39                                | 13,009      | 83  | 9,100       | 127 | 9,230       | 171 | 10,492      | 215 | 6,400       |            |             |
| 40                                | 14,778      | 84  | 9,100       | 128 | 9,230       | 172 | 10,743      | 216 | 6,400       |            |             |
| 41                                | 14,983      | 85  | 9,100       | 129 | 9,230       | 173 | 12,782      | 217 | 6,400       |            |             |
| 42                                | 11,053      | 86  | 9,100       | 130 | 9,230       | 174 | 12,419      | 218 | 7,500       |            |             |
| 43                                | 10,717      | 87  | 9,100       | 131 | 9,100       | 175 | 10,796      | 219 | 7,500       |            |             |
| 44                                | 8,354       | 88  | 9,100       | 132 | 9,100       | 176 | 9,981       | 220 | 6,400       |            |             |
|                                   |             |     |             |     |             |     |             |     |             | TOTAL S.F. | 8,364,500   |
|                                   |             |     |             |     |             |     |             |     |             | TOTAL AC.  | 192.022     |



PLOT DATE = DATE  
USER NAME = USERNAME  
FILE NAME = FILENAME

PLAT OF SUBDIVISION

THE GRASSLANDS

1 06/20/21 PER VILLAGE COMMENTS

2 06/21/21 PER VILLAGE COMMENTS

3

4

5

6

7

8

NO.

DATE

REVISION DESCRIPTION

DSGN. RPD

DYN. RPD

CHKD. RPD

SCALE: 1"= 1/4"

ESM CIVIL SOLUTIONS, LLC  
200 W. FIELD ROAD, SUITE 200 WARRENVILLE, IL 60555  
CHICAGO, ILLINOIS 60462  
CIVIL ENGINEERING - LAND ENTITLEMENTS - PROJECT FEASIBILITY

ENGINEER:

REGIONAL LAND SERVICES  
270 VIDA COURT  
SYCAMORE, ILLINOIS 60178  
PHONE: (618) 559-2260

PROJECT NO. 19-1123

DATE: 03/20/2021

SHEET 6 OF 7

DRAWING NO.

6

# FINAL PLAT OF SUBDIVISION FOR THE GRASSLANDS

PART OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE  
9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

**OWNER'S AND SCHOOL DISTRICT CERTIFICATE**

STATE OF ILLINOIS) ) SS  
COUNTY OF COOK)

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS (ARE) THE LEGAL OWNER(S) OF THE LAND DESCRIBED ON THE SUBJECT PLAT, AND HAS (HAVE) CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED THEREON, FOR THE USES AND PURPOSES HEREIN SET FORTH.

ALSO, THIS IS TO CERTIFY THAT THE PROPERTY BEING SUBDIVIDED AFORESAID AND, TO THE BEST OF OWNER'S KNOWLEDGE AND BELIEF, SAID SUBDIVISION LIES ENTIRELY WITHIN THE BOUNDARIES OF THE U-46 SCHOOL DISTRICT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

BY: \_\_\_\_\_  
SIGNATURE

BY: \_\_\_\_\_  
PRINT

BARTLETT 59, LLC  
1751A WEST DIEHL ROAD  
NAPERVILLE, IL 60563

**NOTARY CERTIFICATE**

STATE OF ILLINOIS) ) SS  
COUNTY OF COOK)

I HEREBY CERTIFY THAT \_\_\_\_\_ WHOSE NAME(S) IS (ARE) SUBSCRIBED IN THE FOREGOING CERTIFICATE IS (ARE) KNOWN TO ME AS SUCH OWNER(S).

GIVEN UNDER MY HAND AND NOTARIAL SEAL

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021 AT \_\_\_\_\_, ILLINOIS.

PRINT: \_\_\_\_\_  
NOTARY PUBLIC

**OWNER'S CERTIFICATE**

STATE OF ILLINOIS) ) SS  
COUNTY OF COOK)

THIS IS TO CERTIFY THAT BARTLETT 59, LLC, IS (ARE) THE OWNER OF THE PROPERTY DESCRIBED ON THE SUBJECT PLAT AND HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED THEREON, FOR THE USES AND PURPOSES HEREIN SET FORTH, AND DOES (DO) HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

BY: \_\_\_\_\_  
SIGNATURE

BY: \_\_\_\_\_  
PRINT

ITS: \_\_\_\_\_

ADDRESS: 1751A WEST DIEHL ROAD  
NAPERVILLE, IL 60563

ATTEST:  
BY: \_\_\_\_\_  
SIGNATURE

BY: \_\_\_\_\_  
PRINT

TITLE: \_\_\_\_\_

**NOTARY CERTIFICATE**

STATE OF ILLINOIS) ) SS  
COUNTY OF COOK)

I HEREBY CERTIFY THAT \_\_\_\_\_ PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) IS (ARE) SUBSCRIBED TO THE AFORESAID INSTRUMENT, ACKNOWLEDGED THAT HE/SHE (THEY) SIGNED AND DELIVERED THE INSTRUMENT.

GIVEN UNDER MY HAND AND NOTARIAL SEAL

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021 AT \_\_\_\_\_, ILLINOIS.

PRINT: \_\_\_\_\_  
NOTARY PUBLIC

**VILLAGE OF BARTLETT CERTIFICATE**

STATE OF ILLINOIS) ) SS  
COUNTY OF COOK)

APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BARTLETT, COOK, DUPAGE AND KANE COUNTIES, ILLINOIS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

BY: \_\_\_\_\_ ATTEST: \_\_\_\_\_

PRINT: \_\_\_\_\_ VILLAGE PRESIDENT PRINT: \_\_\_\_\_ VILLAGE CLERK

**PLAN COMMISSION CERTIFICATE**

STATE OF ILLINOIS) ) SS  
COUNTY OF COOK)

REVIEWED BY THE PLAN COMMISSION OF THE VILLAGE OF BARTLETT, COOK, DUPAGE, AND KANE COUNTIES, ILLINOIS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

BY: \_\_\_\_\_ ATTEST: \_\_\_\_\_

PRINT: \_\_\_\_\_ PLAN COMMISSION CHAIRMAN PRINT: \_\_\_\_\_ PLAN COMMISSION SECRETARY

**VILLAGE TREASURE CERTIFICATE**

STATE OF ILLINOIS) ) SS  
COUNTY OF COOK)

I, \_\_\_\_\_, TREASURER FOR THE VILLAGE OF BARTLETT, COOK, DUPAGE AND KANE COUNTIES, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED ON THE SUBJECT PLAT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

BY: \_\_\_\_\_

PRINT: \_\_\_\_\_ VILLAGE TREASURE

**VILLAGE ENGINEER'S CERTIFICATE**

STATE OF ILLINOIS) ) SS  
COUNTY OF COOK)

I, \_\_\_\_\_, VILLAGE ENGINEER OF THE VILLAGE OF BARTLETT, COOK, DUPAGE AND KANE COUNTIES, ILLINOIS, CERTIFY THAT THE LAND IMPROVEMENTS FOR THE SUBJECT PLATTED AREA AS DESCRIBED IN THE PLANS AND SPECIFICATIONS FOR THE GRASSLANDS, DATED \_\_\_\_\_

LAST REVISED: \_\_\_\_\_ PREPARED BY: \_\_\_\_\_ MEET THE MINIMUM REQUIREMENTS OF THE VILLAGE OF BARTLETT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

BY: \_\_\_\_\_

PRINT: \_\_\_\_\_ VILLAGE ENGINEER

**COUNTY HIGHWAY CERTIFICATE**

STATE OF ILLINOIS) ) SS  
COUNTY OF COOK)

THIS PLAT HAS BEEN APPROVED BY THE COOK COUNTY HIGHWAY DEPARTMENT WITH RESPECT TO ROADWAY ACCESS TO COUNTY HIGHWAY V44, NAPERVILLE ROAD AND COUNTY HIGHWAY B10, WEST BARTLETT ROAD PURSUANT TO 765 ILCS 205/2; HOWEVER, A HIGHWAY PERMIT FOR ACCESS IS REQUIRED OF THE OWNER OF THE PROPERTY PRIOR TO CONSTRUCTION WITHIN THE COUNTY RIGHT OF WAY.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

BY: \_\_\_\_\_

PRINT: \_\_\_\_\_ COUNTY ENGINEER

**COUNTY CLERK CERTIFICATE**

STATE OF ILLINOIS) ) SS  
COUNTY OF COOK)

I, \_\_\_\_\_ COUNTY CLERK OF COOK COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE SUBJECT PLAT.

I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE SUBJECT PLAT.

GIVEN UNDER MY HAND AND SEAL AT CHICAGO, COOK COUNTY, ILLINOIS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

BY: \_\_\_\_\_

PRINT: \_\_\_\_\_ COUNTY CLERK

**OWNER'S CERTIFICATE**

STATE OF ILLINOIS) ) SS  
COUNTY OF COOK)

THIS INSTRUMENT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AT \_\_\_\_\_ O'CLOCK \_\_\_\_M, AND RECORDED IN MAP BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ AS DOCUMENT NO. \_\_\_\_\_.

BY: \_\_\_\_\_

PRINT: \_\_\_\_\_ COUNTY RECORDER

**SPECIAL SERVICE AREA NOTICE**

**UTILITY EASEMENT APPROVED AND ACCEPTED**

COMMONWEALTH EDISON  
BY: \_\_\_\_\_ DATED: \_\_\_\_\_

TITLE: \_\_\_\_\_

SBC  
BY: \_\_\_\_\_ DATED: \_\_\_\_\_

TITLE: \_\_\_\_\_

NICOR  
BY: \_\_\_\_\_ DATED: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMCAST  
BY: \_\_\_\_\_ DATED: \_\_\_\_\_

TITLE: \_\_\_\_\_

**PUBLIC UTILITY EASEMENT PROVISIONS**

A PERPETUAL EASEMENT IS HEREBY GRANTED TO THE VILLAGE OF BARTLETT, COOK, DUPAGE AND KANE COUNTIES, ILLINOIS, ITS SUCCESSORS AND ASSIGNS, OVER, UPON, ACROSS, THROUGH AND UNDER THOSE PORTIONS OF THE ABOVE DESCRIBED REAL ESTATE DESIGNATED PUBLIC UTILITY EASEMENT ON THIS PLAT, FOR THE PURPOSE OF INSTALLING, LAYING, CONSTRUCTING, OPERATING, MAINTAINING, REPAIRING, RENEWING AND REPLACING: WATERMANS, SANITARY SEWER LINES, STORM SEWER LINES, STREET LIGHT CABLES AND ANY OTHER VILLAGE UTILITIES, TOGETHER WITH ALL APPURTENANT STRUCTURES, INCLUDING, BUT NOT LIMITED TO: MANHOLES, WET WELLS, LIFT STATIONS, FIRE HYDRANTS, VALVE VAULTS, STREET LIGHTS AND ANY AND ALL OTHER FIXTURES AND EQUIPMENT REQUIRED FOR THE PURPOSE OF SERVING THE ABOVE DESCRIBED REAL ESTATE WITH WATER SERVICE, SANITARY SEWER SERVICE, STORM WATER COLLECTION, STREET LIGHTING AND OTHER MUNICIPAL SERVICES AND FOR THE PURPOSE OF PROVIDING INGRESS TO AND EGRESS FROM THE PROPERTY SHOWN HEREON FOR EMERGENCY VEHICLES OF ANY AND ALL TYPES WHATSOEVER. IN NO EVENT SHALL ANY PERMANENT BUILDING(S) BE PLACED UPON THE SAID EASEMENT AREAS, BUT THE EASEMENT AREAS MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER SUCH PURPOSES THAT DO NOT, AND WILL NOT IN THE FUTURE, INTERFERE UNREASONABLY WITH THE EASEMENT RIGHTS HEREIN GRANTED TO THE VILLAGE OF BARTLETT.

**SURFACE WATER STATEMENT**

STATE OF ILLINOIS) ) SS  
COUNTY OF COOK)

DATED AT \_\_\_\_\_, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

BY: \_\_\_\_\_

PRINT: \_\_\_\_\_ REGISTERED PROFESSIONAL ENGINEER

BY: \_\_\_\_\_

PRINT: \_\_\_\_\_ OWNER OR DULY AUTHORIZED ATTORNEY

PLAT OF SUBDIVISION

THE GRASSLANDS

|      |          |                      |            |
|------|----------|----------------------|------------|
| 1    | 03/20/21 | PER VILLAGE COMMENTS | RPD        |
| 2    | 03/22/21 | PER VILLAGE COMMENTS | RPD        |
| 3    |          |                      | RPD        |
| 4    |          |                      | RPD        |
| 5    |          |                      | RPD        |
| 6    |          |                      | RPD        |
| 7    |          |                      | 1"=1/4" NA |
| 8    |          |                      |            |
| IND. | DATE     | REVISION DESCRIPTION |            |

ENGINEER:

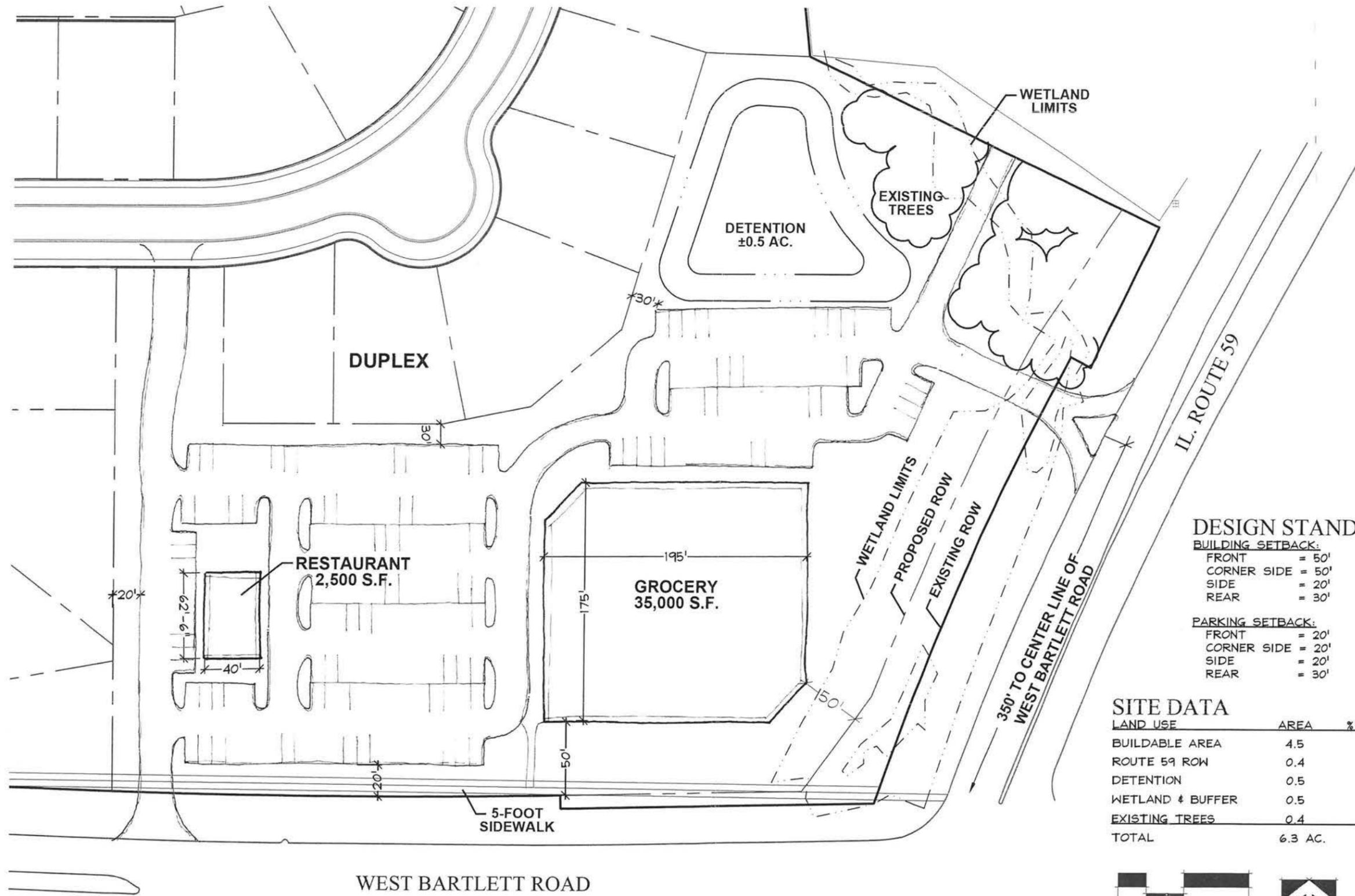
**REGIONAL LAND SERVICES**  
270 VIDA COURT  
SYCAMORE, ILLINOIS 60178  
PHONE: (618) 559-2260

PROJECT NO. 19-0123

DATE: 03/20/2021

SHEET 7 OF 7

DRAWING NO.

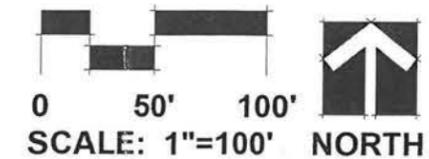


**DESIGN STANDARDS**

- BUILDING SETBACK:**  
 FRONT = 50'  
 CORNER SIDE = 50'  
 SIDE = 20'  
 REAR = 30'
- PARKING SETBACK:**  
 FRONT = 20'  
 CORNER SIDE = 20'  
 SIDE = 20'  
 REAR = 30'

**SITE DATA**

| LAND USE         | AREA           | % OF SITE     |
|------------------|----------------|---------------|
| BUILDABLE AREA   | 4.5            | 71.4%         |
| ROUTE 59 ROW     | 0.4            | 6.3%          |
| DETENTION        | 0.5            | 7.9%          |
| WETLAND & BUFFER | 0.5            | 7.9%          |
| EXISTING TREES   | 0.4            | 6.5%          |
| <b>TOTAL</b>     | <b>6.3 AC.</b> | <b>100.0%</b> |



**PRELIMINARY COMMERCIAL P.U.D. PLAN**  
 THE GRASSLANDS  
 BARTLETT, ILLINOIS

6/04/2021



GARY R. WEBER  
 ASSOCIATES, INC.  
 LAND PLANNING  
 ECOLOGICAL CONSULTING  
 LANDSCAPE ARCHITECTURE  
 WWW.GRWAINC.COM

L:\Projects\CR20200\GARD\CR2021\_001\_01ICP\_south.dwg

**EXHIBIT G**

**SCHEDULE OF SPECIAL CONDITIONS, RIGHTS AND WAIVERS AND  
CONDITIONS PRECEDENT FOR DEVELOPMENT**

I. THE DEVELOPMENT

- A. Driveway Slopes will permit a maximum grade of 8% rather than the 5% allowed under current ordinances.
- B. Section 11-7-3:A.1, Bartlett Municipal Code titled “Minimum/Maximum Yard Grades – Foundation Elevation Differences” shall apply to the Subject Property, except the applicability of the first paragraph of Ordinance Section 11-7-3:A “Elevation Differences” shall be modified to state: “the difference in elevation between adjacent buildings tops of foundation shall be a maximum of two feet six inches (2’-6”) for the Traditional Single Family Tract; two feet (2’) for the Cottage Homes Tract; and three feet six inches (3’-6”) for the Duplex Homes Tract.”
- C. In order to restrict traffic from the portion of the Subject Property located south of the adjacent railroad right of way from proceeding north, Owners will erect and maintain traffic control signage during construction on the Subject Property requiring all construction traffic exiting onto Naperville Road from that portion of the Subject Property under construction to turn south.
- D. For all residential Tracts other than the Townhome Tract, the maximum building height for buildings within the Tract shall not exceed 32’ measured from the top of building foundation.

II. TRADITIONAL SINGLE FAMILY TRACT

- A. This sub-area is most akin to the SR-3 Suburban Residence zoning district.
- B. Uses permitted: All uses permitted in the SR-3 Suburban Residence zoning district.
- C. Special Conditions, Rights and Waivers:
  - 1. Minimum Yard Standards:
    - Front: 25
    - Corner Side: 25’

III. COTTAGE HOMES TRACT

- A. Uses permitted: All uses permitted in the SR-4 Suburban Residence zoning district.

B. Special Conditions, Rights and Waivers:

1. Minimum Lot Size: 6,375 square feet.
2. Minimum Yard Standards:
  - Front: 20'
  - Corner Side: 20'
  - Interior Side: 5'
  - Rear (lots 1-40 and 51-60): 25'
  - Rear (lots 41-50): 30'
3. Maximum Impervious Surface: 53%

IV. DUPLEX HOMES TRACT

- A. This sub-area is most akin to the SR-3 Suburban Residence zoning district.
- B. Uses permitted: All uses permitted in the SR-3 Suburban Residence zoning district.
- C. Special Conditions, Rights and Waivers:
  1. Minimum Yard Standards:
    - Front: 20'
    - Corner Side: 20'
    - Interior Side: 5'
    - Rear: 25'
  2. Maximum Impervious Surface: 56%

V. TOWNHOME TRACT

- A. This sub-area is most akin to the SR-6 Suburban Residence - Medium Density - Multiple-Family Residence zoning district.
- B. Uses permitted: All uses permitted in the SR-6 Suburban Residence - Medium Density - Multiple-Family Residence.
- C. The mean building height for buildings within the Tract shall not exceed 50' measured from the top of building foundation.
- D. Special Conditions, Rights and Waivers:
  1. Minimum Front Yard: 15'
  2. Minimum Building Separation (Side to Side): 20'

VI. COMMERCIAL TRACT

- A. This sub-area is most akin to the B-3 Neighborhood Shopping District.
- B. Minimum parking setbacks in the front and corner side yards shall be 20 feet.
- C. Uses permitted: Uses and bulk regulations as specified in the B-3 Neighborhood Shopping District.
- D. Maximum floor area ratio of any nonresidential uses shall not exceed 0.5.
- E. Notwithstanding the provisions set forth in Section 11-4-3:C.3 of the Subdivision Ordinance, the Final PUD Plan for the Commercial Tract shall not be required to substantially comply with the Commercial Preliminary PUD Plan.

VII. **CONDITIONS PRECEDENT TO DEVELOPMENT**

A. **CONDITIONS TO PASSAGE OF FINAL PUD APPROVAL ORDINANCE AND ISSUANCE OF EARLY EARTHWORK PERMIT, SITE DEVELOPMENT PERMIT, AND/OR BUILDING PERMITS.** The Village Corporate Authorities will not pass the Final Subdivision / Final PUD Approval Ordinance, or issue an early earthworks permit or a site development permit for any Phase of the Planned Development or issue any building permits unless and until the following conditions precedent have been satisfied:

- 1. Approval by the Village of all proposed work, filling, modification and/or disturbance to any special management areas, including wetland buffer areas, and with respect to any wetland mitigation on the Subject Property. It is agreed by the Village and the Owner that such areas are under the Village's jurisdiction and that the United States Army Corps of Engineers ("USACE"), does not have jurisdiction over such areas in Phase 1.
- 2. Letter from the Executive Director or President of the Bartlett Park District evidencing the Park District's approval of the proposed land donation conveyance of the West Park Site, or its agreement with respect to such other cash in lieu of land donations, if any, and cash donations in accordance with the requirements set forth in the Bartlett Donation Ordinance as amended and codified as Title 11, Chapter 10 of the Bartlett Municipal Code.
- 3. Engineering Approval Phase 1. Approval by the Village Engineer of the final engineering plans prepared by \_\_\_\_\_ dated \_\_\_\_\_, last revised \_\_\_\_\_, for Phase 1 of the Subject Property, consisting of \_\_\_\_\_ sheets (collectively, the "Final Engineering Plans for Phase 1"), which Final Engineering Plans for Phase 1 shall meet the requirements of the Subdivision Ordinance as same may be modified by this Agreement. The Owner's engineer shall submit its opinion of probable cost for all of the Public Improvements for Phase 1 purposes

of completing the PICA (hereinafter defined) and fixing the amount of security to be posted to guaranty that the on-site and off-site Public Improvements for Phase 1 to be constructed and installed by the Owner or a separate developer with whom the Owner enters a written agreement to construct and install the Public Improvements and private improvements for each phase and POD (the “applicable developer”), or by a separate general contractor or construction manager hired by the Owner or the applicable developer, will be completed, fully paid for and maintained by the Owner or the applicable developer for the Maintenance Period (hereinafter defined).

4. Engineering Approval for all Other Phases. Approval by the Village Engineer of the final engineering for plans for all other Phases (Phase 2 and Phase 3) which meet the requirements therefor as set forth in the Subdivision Ordinance. The owner or applicable developer’s engineer shall submit engineer’s estimate of probable cost for all Public Improvements (hereinafter defined) for the applicable Phase for the purpose of completing the PICA (hereinafter defined) for that Phase and to fix the amount of security to be posted to guaranty that said on-site and off-site Public Improvements (hereinafter defined) for that Phase are completed and fully paid for and will be maintained for the Maintenance Period (hereinafter defined).

**B. CONDITIONS TO VILLAGE SIGNING FINAL PLATS OF SUBDIVISION AND TO RECORDING SAME.** The following shall be conditions precedent to the Village signing the Final Plat of Subdivision and the recording any Final Plat of Subdivision, or approval of a Final PUD Plan (sometimes referred to in the Zoning Ordinance as a “Final Development Plan”):

1. All of the conditions precedent in Section VII. A. of the Schedule of Conditions to Development shall have been satisfied.
2. Public Improvements Completion Agreement. The Owner and the applicable developer of the Phase or portion thereof to be developed and all PODs within such Phase or portion for which a Final Subdivision / Final PUD Approval Ordinance has been passed shall execute and deliver to the Village a Public Improvements Completion Agreement (the “PICA”) in form set forth in the Subdivision Ordinance for each Phase or portion of the development, in which the Owner (or the applicable developer if a separate developer will be performing any of the Public Improvements work agree to be jointly and severally obligated), except for such deviations from said form approved by the Village Attorney, agreeing to construct and install all of the on-site and off-site public improvements including, but not limited to (i) site grading and proposed locations of stockpiled and stored materials; (ii) erosion control; (iii) on-site and off-site underground improvements; (iv) water distribution system improvements, including transmission mains for domestic and fire flows; (v) sanitary sewer system improvements, including interceptor and collector sewer lines to connect to sewage treatment facilities; (vi) stormwater management system improvements, including, the acre feet of stormwater storage necessary for the Subject Property

and on-site and off-site floodwater routing and detention basin and retention pond improvements; (vii) on-site and off-site roadway improvements, including curbs, gutters, and driveway approaches, street lights, sidewalks, parkway trees and parkway landscaping; (viii) other landscaping on public property or property to be conveyed to a public entity as required in the Subdivision Ordinance; and (ix) bike paths (the "Public Improvements") in strict accordance with the approved Final Engineering Plans for the applicable Phase of development of the Subject Property and in compliance with the Subdivision Ordinance by a mutually agreed upon date not greater than three (3) years from the date of the Final Subdivision / Final PUD Approval Ordinance for the applicable Phase and that the Public Improvements will be fully paid for and will be maintained for the Maintenance Period (hereinafter defined). The PICA shall provide, among other things, in the event any of the on-site or off-site Public Improvements that will serve the development on the Subject Property are damaged as a result of the on-site or off-site construction activities of the Owner or the applicable developer, their respective contractors and their sub-contractors, that such damage shall be promptly repaired, or caused to be repaired, to the Village's satisfaction by the Owner or the applicable developer without cost to the Village.

3. Public Improvement Security. The Owner or the applicable developer shall submit either (i) an irrevocable standby letter of credit, in a form as set forth in the Subdivision except for such deviations from said terms as approved by the Village Attorney and in amounts approved by the Village Engineer (the "Letter of Credit"), issued by a federally insured financial institution which meets the minimum requirement therefor under the Subdivision Ordinance, or (ii) a performance bond and a labor and material payment bond in form as set forth in the Subdivision Ordinance, except for such deviations from said form as approved by the Village Attorney, issued by a surety authorized by the Illinois Department of Insurance to issue and sign sureties in Illinois, with a financial strength rating ("FSR") of at least A- from A.M. Best Company, Inc., Moody's Investor Service, Standard & Poors Corporation, or similar rating agency (the "Performance and Payment Bonds"), or (iii) a cash bond in form as set forth in the Subdivision Ordinance (the "Cash Bond"), except for such deviations from said form as approved by the Village Attorney, to ensure that the Public Improvements for the subdivision(s) approved in the applicable Phase of the Development will be completed and fully paid for, and after acceptance of the Public Improvements by the Village Corporate Authorities, will be maintained for a period of 15 to 24 months from the date of completion thereof as determined by the Village Engineer at the time of completion based on normal weather conditions at the time of year when the said Public Improvements are completed and the ability to inspect and reinspect said Public Improvements and any punch list work (the "Maintenance Period").
4. Declaration and Special Service Area Consents.
  - (a) The Owner or applicable developer shall submit for review by the Village to be recorded against the Subject Property (the "Master Declaration"), or if no Master Declaration is submitted a separate Declaration of Covenants, Conditions and Restrictions for, excluding the Commercial Tract, each

Phase and POD of the Development which the Owner or the applicable developer may elect to combine by Phase (the "Applicable Declaration of CCRs"). The Master Declaration or each Applicable Declaration of CCRs shall provide for the creation of an owner's association to maintain all common areas of the Subject Property or the applicable Phase and/or POD, including but not limited to the wetland areas and naturalized detention basins and wetland retention ponds, the stormwater retention basins, retention ponds, drainage swales and ditches, drainage pipes or conduit, fences and berms, and for the maintenance, repair or possible replacement of the storm sewer and stormwater management system to be constructed and installed on the applicable Phase and POD of the Subject Property by the Owner or the applicable developer; and disclosing the special service area obligations of each owner's association and future owners with respect thereto. The Master Declaration and/or the Applicable Declaration of CCRs must be recorded against the subdivision for the applicable Phase and POD prior to closing on the sale of any residential lot or unit in any such Phase and POD.

- (b) The Owner or the applicable developer shall have timely filed all Owner's consents, and the consent of the person or persons in whose name the general real estate taxes for the last preceding year were paid on each tract lying within the proposed special service area, and documents necessary for the Village to establish a special service area for the applicable Phase and POD of the Subject Property to pay for future maintenance, repair, and/or replacement, if necessary, of all stormwater management areas, storm sewers, drain pipes or conduit, structures and appurtenances, drainage swales and ditches, storm water detention basins and retention ponds, wetland areas and natural detention basins and retention ponds (the "SSA Consents"). The SSA shall be established pursuant to Section D.4 of the Conditions Precedent.
5. The Master Declaration and/or the Applicable Declaration of CCRs must be recorded against the property with the approved Final Subdivision Plat/Final PUD Plan for the applicable Phase and POD. The Owner or the applicable developer of a Phase and/or POD shall incorporate a new not-for-profit corporation or articles of organization for a new limited liability company for the applicable recorded subdivision as an owner's association(s) prior to the closing of a residential lot or unit on any portion of the Subject Property.
  6. The attached Exhibit G-2 shows the Owner's current plan for the associations within the Development.

**C. EARLY EARTHWORK AND SITE DEVELOPMENT REQUIREMENTS.** In the event the Owner or the applicable developer desires to commence any grading or earthwork on any portion of the Subject Property prior to the establishment of a special service area and the recording of a final plat of subdivision covering any particular Phase and POD, the following shall be conditions precedent for

an early earthwork permit to begin excavation and preliminary grading and filling and soil stockpiling on the applicable portions of the Subject Property only as shown on the Final Engineering Plans or a grading plan approved by the Village Engineer:

1. All of the conditions precedent set forth in Section VII, subsections A and B of this Schedule of Special Conditions shall have been satisfied but the ordinance establishing the SSA, the final plat of subdivision for the applicable Phase, and the ordinance proposing the SSA need not have yet been recorded provided each such ordinance approving the same has been adopted and further provided the Master Declaration and/or the Applicable Declaration of CCRs have/has been approved by the Village Attorney.
2. Compliance with the early earthwork procedures and early earth work check list as set forth in the Subdivision Ordinance, except as modified in this Section C.
3. The execution and submittal of a hold harmless agreement in form approved by the Village Attorney executed by the Owner or the applicable developer.
4. Submittal of all consents required by statute for the establishment of a special service area as approved by the Village Attorney.
5. Submittal of an engineer's estimate from the Owner's or the developer's engineer for the cost to perform erosion control measures, site grading, and to the cost to restore and regrade the applicable Phase of the Subject Property to its original condition, including removal of all soils and stockpiles, and replacement of soils and fill removed from the Subject Property ("Early Earthwork Security Amount").
6. Submittal of separate security in the form of a Letter of Credit, Performance and Payment Bond or Cash Bond, in the amount of 110% of the Early Earthwork Security Amount, which may be drawn upon in the event (i) the Final Plat of Subdivision is not recorded within six (6) months of the issuance of an early earthwork permit; (ii) the ordinance establishing the SSA for the applicable Phase/POD is not recorded within six (6) months of the issuance of an early earthwork permit; and (iii) the Master Declaration and/or the Applicable Declaration of CCRs is not recorded within six (6) months of the issuance of the an early earthwork permit; and/or (iv) the Public Improvements security for the remaining Public Improvements in the applicable Phase/POD is not furnished to the Village within one (1) year from the date of the issuance of the applicable early earth works permit, and/or (y) the Public Improvements for the applicable Phase/POD are not completed and evidence they have been fully paid for has not been submitted to the Village within three (3) years of the date of the issuance of an applicable early earth works permit. The Owner or the applicable developer may submit the Public Improvement Security required under section VII B.3 in lieu of the separate security provided in this paragraph 6 provided it includes the cost to restore the site in the event the Applicable Declaration of CCRs is not recorded within six (6) months of the issuance of the early earthworks permit.

7. Erosion control measures shall be installed on the entire Phase or affected portion thereof, including around all wetland areas and wetland buffers in each POD within a Phase being constructed before any grading work commences on any Phase or POD with respect to the issuance of any such early earthworks permit.
8. All excavation and grading contractors and subcontractors and other contractors and subcontractors that perform any early earthwork, shall have in place prior to commencing any excavation or grading work comprehensive general liability (“CGL”) of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate CGL coverage, worker’s compensation, and employer’s liability insurance, and each shall be licensed by the Village and bonded as required in the Building Code.
9. No work or activities of any kind shall take place in any wetland area until all governmental approvals required by law for such work have been procured and separate security as may be required by the DuPage County Countywide Stormwater and Flood Plain Ordinance, as amended (the “DuPage County Stormwater Ordinance”) which has been adopted by the Village as part of the Bartlett Municipal Code for the entire Village including the Subject Property, notwithstanding the fact that it is located in Cook County.
10. Such early earthwork shall be performed at Owner’s and the Developer’s sole risk and without injury or work on any property surrounding the Subject Property, except as permitted under a written grant of easement, easement agreement or license agreement with such surrounding owner.
11. The Owner or the applicable developer shall apply for an Erosion Control Permit and adhere to measures for the prevention of soil erosion during the development for the Subject Property pursuant to the Village’s erosion control requirements set forth in the Subdivision Ordinance, or the “Illinois Urban Manual” (Latest Edition, as amended), and the recommended procedures of the Kane-DuPage Soil and Water Conservation District and any other applicable regulatory agency with jurisdiction thereof, whichever is more restrictive in effect at the time of construction. The owner or the applicable developer shall submit to the Village an erosion control plan with the Final Engineering Plans for the applicable Phase/POD that show the proposed sequence of any site grading, excavation and land balancing work to be performed where dirt, fill or spoils will be piled or stored, and shall be subject to review and approval of the Village Engineer. All erosion control work and methods shall be specifically stated in the engineering plans and be specifically set forth in the performance bond(s) submitted by the Owner or the applicable developer, and in the event the Owner or the applicable developer requests an early earth work permit, the cost to remove all spoils piled and/or stored and to restore the site to its original condition shall be included in a separate performance bond posted with the Village in accordance with the procedure set forth in the Subdivision Ordinance as if the Subdivision Ordinance were to apply to the Owner or the applicable developer’s development of the Subject Property.

D. **ADDITIONAL CONDITIONS FOR BUILDING PERMIT – SPECIAL SERVICE AREA.** After the recording of the Final Plat of Subdivision for a particular Phase and POD, it shall be a condition precedent to the issuance of any building permits and to closing on the sale of any residential lot in said subdivision to any buyer who will occupy any residence or unit in any building to be built upon the Subject Property, and to the application for the issuance of any occupancy permit for any residence or unit in any building constructed on the Subject Property, that the conditions precedent thereto set forth in Sections VII. A, B and C above have been satisfied, even if the Owner or applicable developer does or do not apply for early earthwork and/or a site development permit and the following condition precedents thereto shall have taken place.

1. Compliance with the applicable provisions of chapter 2 of the Building Code (Title 9, Chapter 2, Sections 9-2-1 through 9-2-15 of the Bartlett Municipal Code), and the Supplemental Grading Requirements set forth on Exhibit G-1 attached.
2. The Corporate Authorities shall have adopted an ordinance proposing the establishment of a special service area for the subdivision that encompasses the applicable Phase and POD, that provides for the levy of taxes to maintain and the issuance of bonds in an amount determined by the Village Engineer using usual and customary methodology to establish said amount for the purpose of paying the cost of providing special services in and for the applicable subdivision (the “Ordinance Proposing the SSA”), and the Ordinance Proposing the SSA shall have been recorded. It is contemplated that there will be two special service areas for the Subject Property (i) Grasslands Special Service Area Number One encompassing the Traditional Single Family Tract ( Phase 1, POD 1), the Cottage Homes Tract (Phase 1, POD 2), the Duplex Homes Tract (Phase 1, POD 3), and the NE Vacant Tract (Phase 1, POD 4); and (ii) Grasslands Special Service Area Number Two encompassing the Townhome Tract (Phase 2, POD 1) and the Wetland Tract (Phase 2, POD 2). No special service area shall be required for the Commercial Tract. Village agrees, provided the Owner or the applicable developer has satisfied all preconditions, to act promptly to adopt any such ordinance.
3. The Corporate Authorities shall have held a public hearing to consider establishment of a special service area for the applicable Phase/POD not less than 60 days after the adoption of the Ordinance Proposing the SSA, pursuant to statutory notice mailed to or waived by the person or persons in whose name the general taxes for the last preceding year were paid on each property lying within the proposed special service area for the applicable Phase/POD of the development, and notice of said public hearing shall have been published not less than 15 days before the public hearing on the proposed SSA. Village agrees, provided the Owner or the applicable developer has satisfied all preconditions, to promptly hold the referenced public hearing.

4. The Corporate Authorities shall have adopted an ordinance establishing a special service area for the subdivision for the applicable Phase/POD which provides (1) authority for the levy of an annual maintenance tax in an amount to be calculated by the Village Engineer (using a reasonable determination of costs based on the scope of work and current costs obtained from industry sources) after receipt of final engineering for ordinary maintenance and care including erosion control of the detention and retention ponds and basins; drainage swales and ditches and ordinary maintenance and repair of storm sewers, drain tile, pipes and other conduit, appurtenant structures and ordinary care and maintenance of wetlands and naturalized areas (“Ordinary Services”) plus inflation, in the event the homeowners association(s) for the applicable Phase and POD fail to provide the Ordinary Services; and (2) for the issuance of bonds in an amount to be calculated by the Village Engineer (using a reasonable determination of costs based on the scope of work and current costs obtained from industry sources) after receipt of final engineering after adjustment for increases in construction costs levied against the applicable subdivision (the “SSA Bonds”) for the purpose of paying the cost of cleaning and dredging the stormwater detention and retention ponds and basins, drainage swales and ditches, and replacing storm sewers, drain tiles, drain pipes and conduit, and appurtenant structures and restoring wetlands area and naturalized detention basin areas which will serve the applicable subdivision (“Extraordinary Services”), and which SSA Bonds will only be issued in the event the Extraordinary Services are not performed by the Owner, the applicable developer, the homeowners association for each subdivision in question, or the current or future owners of the said subdivision(s) (the “Ordinance Establishing the SSA”), and the Ordinance Establishing the SSA has been recorded.
5. Notwithstanding the foregoing, however, Owner or the applicable developer may submit for and obtain a Site Development Permit for the applicable subdivision prior to the adoption of an ordinance establishing a special service area provided the SSA Consents have been signed, the Ordinance Proposing the SSA for that Phase/POD has been adopted, and the remaining checklist items in Section 11-12-5, Appendix E-3 of the Subdivision Ordinance have been submitted and completed.

## EXHIBIT G-1

### SUPPLEMENTAL GRADING REQUIREMENTS

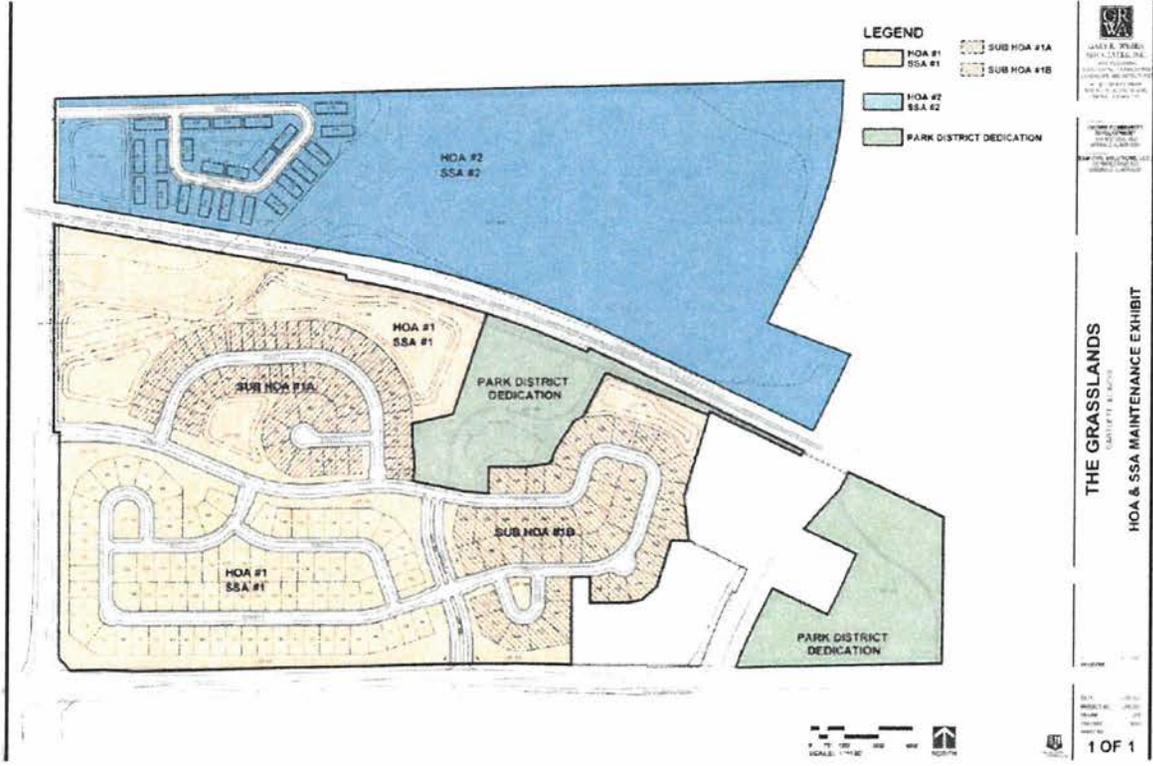
Additional Lot Engineering, Grading and Drainage Plan Requirements for each Lot in the Traditional Single Family Tract, the Cottage Homes Tract, and the Duplex Homes Tract.

The plans submitted for each Lot shall comply with the requirements of the Bartlett Municipal Code, except as modified by the Planned Development Agreement, and shall comply with the approved Final Plat of Subdivision, Final PUD Plan, and the Final Engineering Plans approved by the Village Engineer, but shall include the following additional information:

1. Contours: Existing contours on one foot (1') intervals. Existing contours will be shown in dashed lines and proposed contours show in solid lines.
2. Elevations: All elevations will be on the USGS Datum and benchmarks used will be indicated. The plan will include the following:
  - (a) Spot elevation of all existing and proposed critical locations.
  - (b) Spot elevation at corners and at twenty-five foot (25') intervals along the property lines or along the perimeter of the area to be regraded or relandscaped.
  - (c) Proposed top of building foundation.
  - (d) Elevations of all grade level entries.
  - (e) Elevations of proposed finished ground grade at all significant points around the proposed building.
  - (f) Elevations and locations where drainage courses, ditches, swales or overland drainage flows cross the property lines.
  - (g) As-built grading for all improved adjacent lots must be shown.
  - (h) All in place erosion control measures on adjoining lots under construction must be shown.
3. Proposed Driveways and Sidewalks:
  - (a) Locations.
  - (b) Shapes and spatial arrangement of driveways and sidewalks.
  - (c) Gradients.
4. Setbacks, Yard Requirements, Easements: The plan will adhere to the requirements of the Bartlett Municipal Code, except as expressly modified by the Planned Development Agreement.
5. Sanitary Sewers, Storm Sewers & Water Mains:
  - (a) Location of existing and proposed connections:
    - (1) Size.
  - (b) Water shutoff boxes.
  - (c) Location and disposition of sump pump.

# EXHIBIT G-2

## HOA/SSA MAINTENANCE PLAN



## Estates Series Line-up

|             | Square Footage | Bedrooms | Garage | Elevations |
|-------------|----------------|----------|--------|------------|
| Greenfield  | 2,621 – 3,235  | 4 – 5    | 2 – 3  | 4          |
| Hilltop     | 2,899 – 3,299  | 4 – 5    | 2 – 3  | 4          |
| Riverton    | 3,126 – 3,437  | 4        | 2 – 3  | 6          |
| Westchester | 3,300 – 3,507  | 4 – 6    | 2 – 3  | 4          |

# Westchester - Estates



# Riverton - Estates



HR1C



HR1A-01



HR2M



HR2G

# Riverton - Estates



# Hilltop - Estates



Confidential and Proprietary

# Greenfield - Estates



Confidential and Proprietary

## The Landings Series Line-up

|            | Square Footage | Bedrooms | Garage | Elevations |
|------------|----------------|----------|--------|------------|
| Abbeyville | 1,683 – 2,445  | 2 – 4    | 2      | 8          |
| Ascend     | 1,936 – 2,682  | 2 – 4    | 2      | 8          |
| Martin Ray | 1,963 – 2,992  | 2 – 4    | 2      | 7          |

# Abbeywood – The Landings



Confidential and Proprietary

# Abbeyville – The Landings



Confidential and Proprietary

# Ascend – The Landings



Confidential and Proprietary

# Ascend – The Landings



Confidential and Proprietary

# Martin Ray – The Landings



Confidential and Proprietary

# Martin Ray – The Landings



Confidential and Proprietary



# Duplex Series Line-up

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|          | <b>Square Footage</b> | <b>Bedrooms</b> | <b>Garage</b> | <b>Elevations</b> |
|----------|-----------------------|-----------------|---------------|-------------------|
| Provence | 1,577 – 2,781         | 2 – 4           | 2             | 4                 |

---

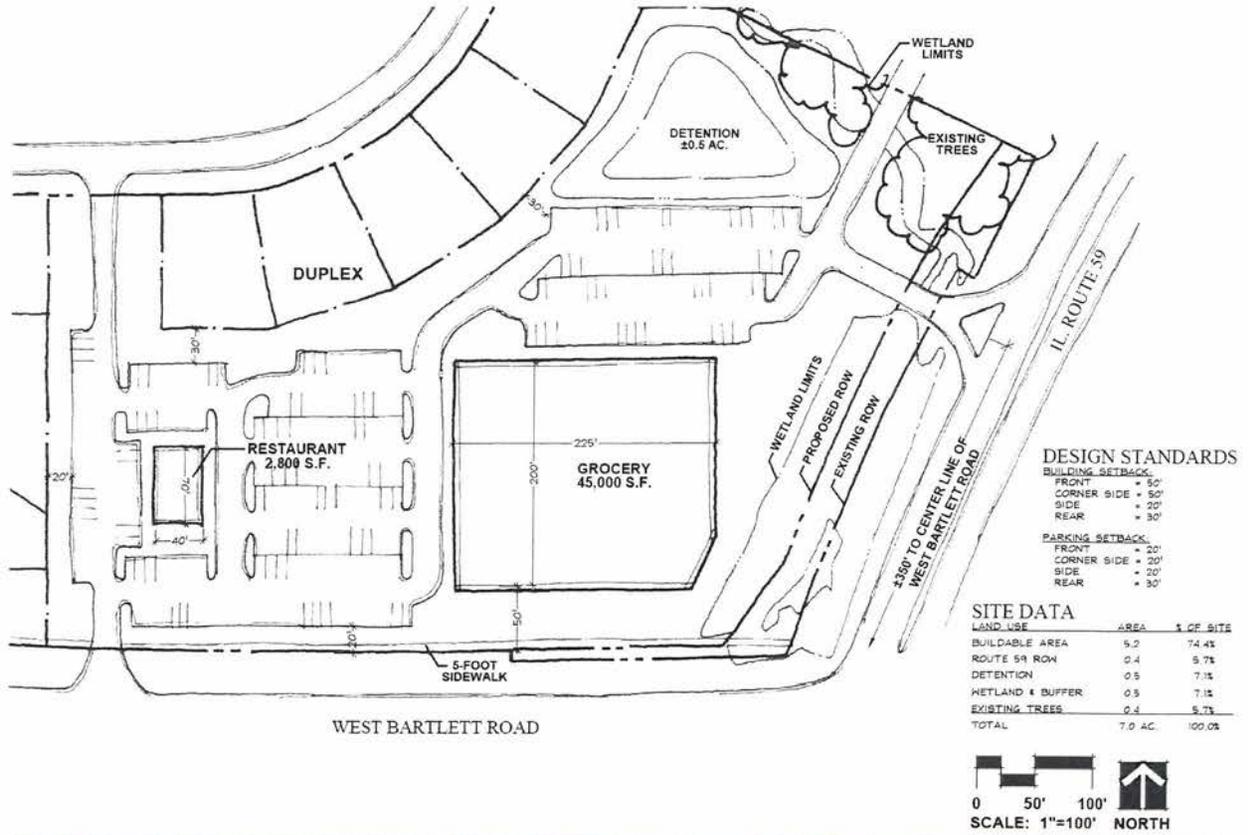
## Provence – Duplex (Bottom is with loft Option)



Confidential and Proprietary

**EXHIBIT I-1**

**COMMERCIAL TRACT REDESIGN**



**PRELIMINARY COMMERCIAL P.U.D. PLAN**  
 THE GRASSLANDS  
 BARTLETT, ILLINOIS

7/8/2021



**EXHIBIT I-2**





## ECONOMIC DEVELOPMENT MEMORANDUM

**DATE:** July 12, 2021  
**TO:** Paula Schumacher  
**FROM:** Tony Fradin, Economic Development Coordinator *TF*  
**RE:** Trackside Diner BEDA application

---

**APPLICANTS:** Monika Bashllari & Brennan Lucado

**BACKGROUND:** Trackside Diner is a new business that opened in the space formerly occupied by O'Hare's Pub & Restaurant in Bartlett Town Center. Owners Monika Bashllari and Brennan Lucado began work soon after O'Hare's vacated the space early this year, opening their diner concept in late March.

As a way to enhance their business and attract more passers-by, economic development staff encouraged Ms. Bashllari and Mr. Lucado to add an outdoor dining option.

With outdoor dining having expanded in the downtown area throughout the pandemic, the option not only attracts customers more comfortable in an outdoor setting, but creates excitement on those days when outdoor diners can be seen throughout the downtown area.

We informed them about the BEDA program and how outdoor dining enhancements are one of the eligible items for reimbursement.

### **BEDA APPLICATION:**

The applicants have estimated the project cost to add outdoor dining to be \$5,000, which will include 8 tables, 16 chairs, four parking stoppers and new fencing.

The fencing estimate is over \$2,300 including tax, the umbrellas are \$783, the curb stoppers \$373 and the tables and seating \$1,938. The estimates come out to \$5,394.

### **RECOMMENDATION:**

This is the first BEDA application of this fiscal year, with several more anticipated including others for the addition of outdoor seating.

Although a small project, we believe that the addition of outdoor seating at Trackside Diner will be a good addition to the business and Bartlett Town Center. The neighboring business, 2 Toots Train Whistle Grill, does not include outdoor seating since the primary attraction is having the food delivered by model train. While doing a brisk pizza carry-out and delivery business, Marco's Pizza rarely has any outdoor diners.

Therefore, staff recommends a grant in the amount of **\$2,000**, or just under forty percent of total project cost. We hope that this grant will result in additional patronage of the business and increased sales to help retain a newer business that has added to the dining options in downtown Bartlett.

**JUNE 14<sup>TH</sup> EDC MEETING:**

Ms. Bashllari and Mr. Lucado presented their request to the Economic Development Commission at its June 14<sup>th</sup> meeting.

After reviewing the request, the EDC unanimously recommended in favor of the \$2,000 BEDA grant.

**JULY 6<sup>TH</sup> COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE MEETING:**

The Community & Economic Development Committee reviewed the application, staff report and EDC meeting minutes at its July 6<sup>th</sup> meeting, at which time it forwarded the Trackside Diner BEDA application to the following Village Board meeting for a final vote.

**MOTION:**

I move to approve a BEDA grant in the amount of **\$2,000** to Trackside Diner, following the applicants' completion of all elements of outdoor dining as described in their application.



**Application Statement (Read and Sign Below)**

I hereby make application to participate in the Bartlett Economic Development Assistance (BEDA) program. In making this application I understand that the purpose of BEDA is to help encourage and leverage private investment in the Village's business community and help my business bring an underperforming property into more productive use.

I understand that prior to commencing any work, the Village must first approve both my participation and proposed scope of work for the project. Applicants must meet with Economic Development staff prior to paying for improvements in order to review how much, if any, the Village may reimburse for the project.

I understand that all improvements made through the help of BEDA must be in accordance with all Village plans and codes. Moreover, as a condition of approval, I understand the Village may require changes to the scope of work I am proposing. I further understand that any work started or completed prior to approval of the project and my participation in the BEDA program is not eligible for reimbursement.

In making this application, I understand that the BEDA program is competitive, funds are limited and selection for participation is at the sole discretion of the Village of Bartlett. I understand that the Village will review my application and at the Village's discretion may reject or approve my participation in the program. I recognize that a project that enhances the Village's business climate by returning an underutilized property into economic productivity, increases local employment opportunities and includes a larger percentage of private investment than public stands a greater chance of being funded by the Village.

I also understand that if selected for this program, the Village will establish a maximum grant award for the project

I further acknowledge that BEDA operates as a rebate program and, therefore, if selected for participation, Village funds will be disbursed to me at the conclusion of the work, after submittals by me of copies of all bills and satisfactory evidence of their payment, either by lien waivers or bills stamped "Paid" by all contractors. I understand that the actual rebate amount will be calculated at some percentage as recommended by staff in relation to the documented actual costs by me for eligible expenses to complete the agreed upon improvements, up to the maximum grant amount awarded by the Village for the project.

By signing this application, I hereby acknowledge that I have read the above statement and understand these important features about the BEDA Program.

*Murbeck*

Applicant Signature

5/28/21

Date



**Return this completed application with attachments to:**

**Tony Fradin, Economic Development Coordinator**

**Village of Bartlett**

**228 S. Main Street**

**Bartlett, IL 60103**



1-800-295-5510

My Account | Contact Us |

Uline Products

Quick Order

Catalog Request

Special Offers

About Us

ing

# Shopping Cart

10/20/2010

Add Product by Model #

| Model #    | Description                   | Qty | Price       | Total      | Remove |
|------------|-------------------------------|-----|-------------|------------|--------|
| H-5183     | Patio Fence - 3 Panel Section | 9   | \$162.00/EA | \$1,458.00 | X      |
| H-5182     | Patio Fence - 2 Panel Section | 3   | \$121.00/EA | \$363.00   |        |
| H-5181     | Patio Fence - Post and Base   | 4   | \$74.00/EA  | \$296.00   | X      |
| SUBTOTAL = |                               |     |             | \$2,117.00 |        |

Update

Checkout

Shipping | Sale Code

Add

Questions

\$300+ orders are eligible for a free item.

## Order Summary

Ship Date: 6/3/2021 19  
# of items: 3  
Subtotal: \$2,117.00  
Tax: \$132.31 2:  
Shipping: \$57.66

---

**Estimated Total:** \$2,306.97

**Cart**

Qty: 
 Update Cart
 Empty Cart

Subtotal: **\$134.99**

Tax: **\$674.95**

Total: **\$674.95**

Shipping: **\$0.00**

Grand Total: **\$674.95**

[View Cart](#)

**Recommended Products**

- 

Regency 30" x 36" 6- Gauge 304 Stainless Steel Commercial Table  
\$209.49 [Add to Cart](#)
- 

Regency 30" x 60" 6- Gauge 304 Stainless Steel Commercial Table  
\$448.00 [Add to Cart](#)
- 

Regency 30" x 80" 6- Gauge 304 Stainless Steel Commercial Table  
\$746.00 [Add to Cart](#)
- 

Regency 30" x 120" 6- Gauge 304 Stainless Steel Commercial Table  
\$1,144.00 [Add to Cart](#)

Subtotal

+

\$674.95

[Checkout Now](#)

[Quick Checkout](#)

[Pay with credit card](#)

[Discover](#)

[MasterCard](#)

[Visa](#)

[American Express](#)

[Apple Pay](#)

[Google Pay](#)

[Pay with QR Code](#)

[Pay with Venmo](#)

# WebstaurantStore

Sales Invoice

| Order Number | User ID  | Date Ordered       |
|--------------|----------|--------------------|
| 65884455     | 25311613 | 5/21/21 at 9:39 AM |

| Bill To   | Ship To  | Shipping Method |
|---|--|-----------------|
| <b>Monika Bashllari</b><br>Arben Bashllari<br>78 Leonard Street<br>Malden, MA 02148 | <b>Monika Bashllari</b><br>Trackside Diner<br>207 S Main St<br>Bartlett, IL 60103-4456 | Ground          |

| Your Contact              | Customer PO | Customer Phone |
|---------------------------|-------------|----------------|
| help@webstaurantstore.com |             | (617) 797-9659 |

| Item Number  | Description   | Unit Price | QTY                 | Total      |
|--------------|---|------------|---------------------|------------|
| 109CARTBLGBK | Choice Black Utility / Bussing Cart with Three Shelves - 42" x 20"  | \$79.99    | 1                   | \$79.99    |
| 4272432DUS2N | Lancaster Table & Seating 24" x 32" Brown Powder-Coated Aluminum Dining Height Outdoor Table with Umbrella Hole and 2 Side Chairs | \$319.99   | 5                   | \$1,599.95 |
|              |   |            | <b>SubTotal:</b>    | \$1,679.94 |
|              |   |            | <b>Tax:</b>         | \$176.19   |
|              |   |            | <b>Shipping:</b>    | \$81.96    |
|              |   |            | <b>Total (USD):</b> | \$1,938.09 |

Payment Method: Mastercard - XXXX9215

Thank you for your business!

**WebstaurantStore**  
 42 Industrial Circle Attn: Returns  
 Department, Door #21  
 Lancaster, PA 17601  
 717-392-7472

Click here to print your Amazon receipt. To print this page for your records.

Order Placed: May 19, 2021  
Amazon.com order number: 113-852541-0136255  
Order Total: \$373.96

**Shipped on May 19, 2021**

**Items Ordered**  
6 of: CURB Parking Garage Rear Stopper - 72 Inch Extra Wide Heavy Duty Rubber Bending Lot Stopper, for Vehicles Truck Driveway, Protect Bumpers from Cars Vans Trucks - Poly (CRST21-4 Black)  
Sold by: Amazon.com (113-852541-0136255)

**Price**  
\$373.96

**Shipping Address:**

Monika Bashllari  
1401 ELMHURST LN  
SCHAUMBURG, IL 60194-2741  
United States

**Shipping Spend:**

Two-Day Shipping

**Payment information**

**Payment Method:**  
American Express | Last digits: 2008

**Billing address**

MONIKA BASHLLARI  
1401 ELMHURST LN  
SCHAUMBURG, IL 60194-2741  
United States

Item(s) Subtotal: \$330.96  
Shipping & Handling: \$0.00  
Total before tax: \$330.96  
Estimated tax to be collected: \$34.03  
**Grand Total: \$373.96**

**Credit Card transactions**

AmericanExpress ending in 2008 - May 19, 2021: \$373.96

To view the status of your order, return to [Order Summary](#).



207 S Main Street | Bartlett, IL 60103 | 630-823-8571

# Trackside Diner

## -breakfast sandwiches-

fried egg 2.95  
fried egg & meat 4.95  
fried egg, meat & cheese 5.95

| BREAD          | MEAT              | CHEESE            |
|----------------|-------------------|-------------------|
| White          | Bacon             | American          |
| Wheat          | Sausage           | Cheddar           |
| Rye            | Ham               | Swiss             |
| English muffin | Turkey Bacon 1.00 | Provolone         |
| Bagel 1.00     |                   | Feta              |
|                |                   | Mozzarella        |
|                |                   | Extra cheese 1.00 |

## -sweets-

**2 PANCAKES 5.00**

**2 PANCAKES & 2 EGGS 6.50**  
Add 2 bacon or 2 sausage or ham 7.50

**3 FRENCH TOAST 6.50**

**2 FRENCH TOAST & 2 EGGS 6.50**  
Add 2 bacon or 2 sausage or ham 7.50

**BELGIAN WAFFLE 5.75**

**WAFFLE & 2 EGGS 7.25**  
Add 2 bacon or 2 sausage or ham 8.25

**ADD ONS 1.00 EACH**

Strawberries, blueberries, bananas, whipped cream,  
chocolate chips, nutella, honey, peanut butter

## -breakfast sides-

**MEAT 3.50**  
Bacon, sausage, or ham

**HOME FRIES 2.75**

**CORNED BEEF HASH 3.75**

**TOAST OR ENGLISH MUFFIN 1.95**

**BAGEL 2.50**  
Add cream cheese .75

**MUFFIN 2.50**

**FRESH FRUIT 4.25**  
Strawberries, blueberries, bananas

**OATMEAL 3.50**

## -egg plates-

Served with home fries & choice of toast OR  
pancakes OR French toast

**2 EGGS 5.95**

**2 EGGS & MEAT 7.95**  
Bacon, sausage, or ham

**CORNED BEEF HASH & EGGS 9.50**  
3 eggs served with corned beef hash

**TURKEY BACON & EGGS 8.95**  
3 eggs served with turkey bacon

## -egg specials-

Served with home fries & choice of toast

**FARMERS BREAKFAST 11.50**  
3 eggs, 2 bacon, 2 sausage &  
2 pancakes OR 2 French toast OR Waffle

**EGGS BENEDICT 9.95**

**HASH BENEDICT 10.95**

## -omelettes-

Served with home fries & choice of toast OR pancakes OR  
French toast

Egg whites or egg beaters 1.00

**CHEESE 7.00**  
Choice of american, swiss, cheddar, feta,  
mozzarella, provolone

**MEAT & CHEESE 8.50**  
Bacon, sausage, or ham

**MEAT LOVERS 10.50**  
Bacon, sausage, ham & cheese

**WESTERN 9.50**  
Ham, pepper, onion & cheese

**CORNED BEEF HASH OMELETTE 9.50**  
Hash & cheese

**VEGGIE DELUXE 9.50**  
Broccoli, tomato, mushroom, pepper, spinach, onion

**GREEK OMELETTE 8.50**  
Tomatoes, olives, onions, & feta cheese

**GREEN EGGS & HAM 9.50**  
Pesto, ham & choice of cheese (scrambled or  
omelette)

## *-kids menu-*

**1 EGG, 2 BACON OR 2 SAUSAGE  
HOMEFRIES & TOAST 3.95**

**2 PANCAKES OR 2 FRENCH TOAST 3.50**

**1 PANCAKE OR 1 FRENCH TOAST, 1 EGG  
& 2 BACON OR 2 SAUSAGE 3.95**

**GRILLED CHEESE 4.50**

Breakfast potatoes or French fries

**CHICKEN FINGERS & FRIES 5.50**

3 chicken strips & fries

## *-lunch sides-*

**FRENCH FRIES 3.50**

**CHICKEN FINGERS 7.50**

**CHICKEN WINGS 7.50**

## *-beverages-*

**HOT COFFEE OR TEA 2.50**

**HOT CHOCOLATE 2.50**

Whipped cream 2.95

**ICED COFFEE OR ICED TEA 2.95**

**JUICE 2.50**

Orange, Apple, Cranberry

**SODA CAN 1.50**

## *-wraps & sandwiches-*

Served with French fries or chips

**GRILLED CHEESE 5.50**

**TURKEY & CHEESE 8.50**

cold or grilled

**HAM & CHEESE 8.50**

cold or grilled

**BLT 8.50**

**CLUB SANDWICH 9.50**

Turkey

BLT

Chicken Salad

Tuna

**CHICKEN SALAD 8.50**

**TUNA 8.50**

**CHICKEN CAESAR WRAP 9.50**

## *-soups and salad-*

**CHICKEN NOODLE SOUP 4.95**

**TOMATO SOUP 4.50**

**GARDEN SALAD 6.95**

add tuna or chicken salad 9.95

**CAESAR SALAD 7.50**

add grilled chicken 9.95

**CHEF SALAD 9.95**

Turkey, Ham, Cheese, Boiled Egg

**GREEK SALAD 8.50**

\*The Illinois Dept. of Public Health advises that eating raw or undercooked meat, poultry, eggs, or seafood poses a health risk to everyone, but especially to the elderly, young children under the age of 4, pregnant women and other highly susceptible individuals with compromised immune systems. Thorough cooking of such of animal food reduces the risk of illness. For further information, contact your physician or public health department.

PLEASE INFORM YOUR SERVER OF ANY ALLERGIES OR  
ACCOMMODATION REQUESTS.

## **FROM DRAFT OF JUNE 14<sup>th</sup> 2021 EDC MINUTES:**

### **TRACKSIDE DINER BEDA APPLICATION**

Mr. Fradin stated that Trackside Diner is a new business that opened in the space formerly occupied by O'Hare's Pub & Restaurant in Bartlett Town Center. Owners Monika Bashllari and Brennan Lucado began work soon after O'Hare's vacated the space early this year, opening their diner concept in late March.

As a way to enhance their business and attract more passers-by, economic development staff encouraged Ms. Bashllari and Mr. Lucado to add an outdoor dining option.

With outdoor dining having expanded in the downtown area throughout the pandemic, the option not only attracts customers more comfortable in an outdoor setting, but creates excitement on those days when outdoor diners can be seen throughout the downtown area.

Mr. Fradin stated that he informed them about the BEDA program and how outdoor dining enhancements are one of the eligible items for reimbursement.

The applicants have estimated the project cost to add outdoor dining to be \$5,000, which will include 8 tables, 16 chairs, four parking stoppers and new fencing.

The fencing estimate is over \$2,300 including tax, the umbrellas are \$783, the curb stoppers \$373 and the tables and seating \$1,938. The estimates come out to \$5,394.

This is the first BEDA application of this fiscal year, with several more anticipated including others for the addition of outdoor seating.

Although a small project, we believe that the addition of outdoor seating at Trackside Diner will be a good addition to the business and Bartlett Town Center. The neighboring business, 2 Toots Train Whistle Grill, does not include outdoor seating since the primary attraction is having the food delivered by model train. While doing a brisk pizza carry-out and delivery business, Marco's Pizza rarely has any outdoor diners.

Mr. Fradin concluded by stating that staff recommends a grant in the amount of \$2,000, or just under forty percent of total project cost. We hope that this grant will result in additional patronage of the business and increased sales to help retain a newer business that has added to the dining options in downtown Bartlett.

Commissioner Smodilla applauded the applicants for moving in so quickly after O'Hare's decided to move. She asked the applicants if O'Hare's previously had outdoor seating and also asked about the current number of seats inside while clarifying how many outdoor seats they were looking to have.

Mr. Lucado stated that they will be have the same setup as O'Hare's and it should not interfere with pedestrians. He also stated that they will have five tables with ten chairs based on the amount of space they have. He also stated that they have 66 seats inside.

Commissioner Gorski moved to recommend a BEDA Grant in the amount of \$2,000 to Trackside Diner to the Village Board that motion was seconded by Commissioner Smodilla.

AYES: Commissioners Erickson, Gorski, Gudenkauf, Kubaszko, LaPorte, Perri, Smodilla

NAYS: None

ABSENT: Commissioners Hughes, Lewensky

MOTION CARRIED



# Memorandum

**To:** Scott Skrycki, Assistant Village Administrator  
**From:** Samuel Hughes, Senior Management Analyst  
**Date:** 07/09/2021  
**Re:** Liquor License Creation Class A

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Attached for your consideration is an ordinance amending Section 3-3-2-1: Class A of the Bartlett Liquor Control Ordinance.

A new license in this class must be created before the license can be issued by the liquor commissioner.

## **Motion**

I move to approve Ordinance 2021-\_\_\_\_ an Ordinance Creating a Class A Liquor License.



**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED: July 20, 2021**

**APPROVED: July 20, 2021**

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Kevin Wallace, Village President

**ATTEST:**

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Lorna Giles, Village Clerk

**CERTIFICATION**

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2021-\_\_\_\_\_ enacted on July 20, 2021 and approved on July 20, 2021 as the same appears from the official records of the Village of Bartlett.

---

Lorna Giles, Village Clerk



# Agenda Item Executive Summary

Item Name                      2021 Various Streets Resurfacing Project                      Committee or Board                      Board

## BUDGET IMPACT

|                |                |          |                |
|----------------|----------------|----------|----------------|
| Amount:        | \$1,394,309.34 | Budgeted | \$1,810,500.00 |
| List what fund | RBI Fund       |          |                |

## EXECUTIVE SUMMARY

On July 1<sup>st</sup>, 2021 a notice to bidders was published in the IDOT Contractor's Bulletin and on the village website, soliciting bids for the "2021 Various Streets Resurfacing Project" with a bid opening on July 12<sup>th</sup>. The work shall consist of pavement removal, HMA surface removal, HMA pavement patching, leveling binder and HMA surface course, drainage structure adjustments, sidewalk/curb and gutter/driveway removal and replacement, pavement marking, driveway culvert removal and replacement, grading and shaping ditches and landscape restoration.

The village received seven (7) bid proposals by prospective bidders, all of which qualified for review. A bid tab sheet is attached for review.

The bids ranged from \$1,394,309.34 to \$1,586,541.90 with Arrow Road Construction Co. being the lowest bidder. The village had budgeted \$1,810,500.00 for this fiscal year's resurfacing project.

## RECOMMENDATION

Staff recommends awarding the contract to Arrow Road Construction Co. for the "2021 Various Streets Resurfacing Project".

## ATTACHMENTS (PLEASE LIST)

Memo  
Bid Tab  
Resolution  
Agreement

## ACTION REQUESTED

For Discussion Only

- ✓ Resolution
- Ordinance

✓ Motion: MOVE TO APPROVE RESOLUTION # 2021-\_\_\_-R, A RESOLUTION APPROVING OF THE VILLAGE OF BARTLETT'S 2021 VARIOUS STREETS RESURFACING PROJECT AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND ARROW ROAD CONSTRUCTION CO.

Staff: Nick Talarico, Civil Engineer

Date: 7/12/2021

# MEMORANDUM

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To: Paula Schumacher, Village Administrator  
From: Dan Dinges, Director of Public Works  
Subject: 2021 Various Streets Resurfacing Project  
Date: July 12<sup>th</sup>, 2021

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On July 1<sup>st</sup>, 2021 a notice to bidders was published in the IDOT Contractor's Bulletin and on the village website, soliciting bids for the "2021 Various Streets Resurfacing Project" with a bid opening on July 12<sup>th</sup>. The work shall consist of pavement removal, HMA surface removal, HMA pavement patching, leveling binder and HMA surface course, drainage structure adjustments, sidewalk/curb and gutter/driveway removal and replacement, pavement marking, driveway culvert removal and replacement, grading and shaping ditches and landscape restoration.

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The bids ranged from \$1,394,309.34 to \$1,586,541.90 with Arrow Road Construction Co. being the lowest bidder. The village had budgeted \$1,810,500.00 for this fiscal year's resurfacing project.

## **RECOMMENDATION**

Staff recommends awarding the contract to Arrow Road Construction Co. for the "2021 Various Streets Resurfacing Project".

**MOTION: MOVE TO APPROVE RESOLUTION # 2021-\_\_\_\_-R, A RESOLUTION APPROVING OF THE VILLAGE OF BARTLETT'S 2021 VARIOUS STREETS RESURFACING PROJECT AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND ARROW ROAD CONSTRUCTION CO.**

**2021 Various Streets Resurfacing Project**  
**BID TABULATION**  
 July 12, 2021



| Item No. | Items                                    | Unit | Quantity | Arrow Road Construction Co.<br>1445 Oakton St.<br>Elk Grove Village, IL 60007 |              | J.A. Johnson Paving Co.<br>1025 E. Addison Court<br>Arlington Heights, IL 60005 |              | Plote Construction, Inc.<br>1100 Brandt Dr.<br>Hoffman Estates, IL 60192 |              | Schroeder Asphalt Services, Inc.<br>P.O. Box 831<br>Huntley, IL 60142 |              | Brothers Asphalt Paving, Inc.<br>315 S. Stewart Ave.<br>Addison, IL 60101 |              |
|----------|--|------|----------|---|--------------|---|--------------|--|--------------|---|--------------|---|--------------|
|          |  |      |          | Unit Price  | Total        | Unit Price  | Total        | Unit Price   | Total        | Unit Price  | Total        | Unit Price  | Total        |
| 1        | Pavement Removal                         | SY   | 200      | \$7.75  | \$1,550.00   | \$12.00   | \$2,400.00   | \$20.00  | \$4,000.00   | \$9.00  | \$1,800.00   | \$15.00   | \$3,000.00   |
| 2        | HMA Surface Removal, 2"                  | SY   | 64021    | \$1.00  | \$64,021.00  | \$1.90  | \$121,639.90 | \$2.10   | \$134,444.10 | \$2.10  | \$134,444.10 | \$2.06  | \$131,883.26 |
| 3        | HMA Pavement Patch, 3"                   | SY   | 1883     | \$10.00   | \$18,830.00  | \$23.00   | \$43,309.00  | \$19.00  | \$35,777.00  | \$19.00   | \$35,777.00  | \$20.00   | \$37,660.00  |
| 4        | Bituminous Materials - Tack Coat         | LBS  | 43214    | \$0.77  | \$33,274.78  | \$0.01  | \$432.14     | \$0.01   | \$432.14     | \$0.01  | \$432.14     | \$0.01  | \$432.14     |
| 5        | Poly Level Binder (MM) IL-4.75 N50, 3/4" | TON  | 2688     | \$85.55   | \$229,958.40 | \$80.00   | \$215,040.00 | \$90.00  | \$241,920.00 | \$85.00   | \$228,480.00 | \$95.00   | \$255,360.00 |
| 6        | HMA SC Mix "D" N50, 1-1/2"               | TON  | 5378     | \$82.60   | \$444,222.80 | \$72.50   | \$389,905.00 | \$72.00  | \$387,216.00 | \$73.50   | \$395,283.00 | \$72.00   | \$387,216.00 |
| 7        | Comb CC&G Rem & Rep M-3.12               | FT   | 9843     | \$22.50   | \$221,467.50 | \$24.00   | \$236,232.00 | \$24.00  | \$236,232.00 | \$28.35   | \$279,049.05 | \$26.00   | \$255,918.00 |
| 8        | Comb CC&G Rem & Rep M-6.12               | FT   | 1739     | \$22.50   | \$39,127.50  | \$24.00   | \$41,736.00  | \$25.00  | \$43,475.00  | \$28.35   | \$49,300.65  | \$26.00   | \$45,214.00  |
| 9        | Comb CC&G Rem & Rep B-6.18               | FT   | 152      | \$28.00   | \$4,256.00   | \$32.00   | \$4,864.00   | \$29.00  | \$4,408.00   | \$31.50   | \$4,788.00   | \$31.20   | \$4,742.40   |
| 10       | HMA Sidewalk Removal                     | SF   | 1592     | \$1.50  | \$2,388.00   | \$1.50  | \$2,388.00   | \$0.90   | \$1,432.80   | \$0.80  | \$1,273.60   | \$1.50  | \$2,388.00   |
| 11       | Subbase Gran. Matl. Type B, 4"           | SY   | 566      | \$5.00  | \$2,830.00   | \$5.00  | \$2,830.00   | \$5.00   | \$2,830.00   | \$3.15  | \$1,782.90   | \$5.00  | \$2,830.00   |
| 12       | PCC Sidewalk Removal                     | SF   | 23522    | \$1.00  | \$23,522.00  | \$1.25  | \$29,402.50  | \$1.10   | \$25,874.20  | \$1.05  | \$24,698.10  | \$1.04  | \$24,482.88  |
| 13       | PCC Sidewalk 5-Inch                      | SF   | 19840    | \$5.75  | \$114,080.00 | \$6.00  | \$119,040.00 | \$6.00   | \$119,040.00 | \$5.90  | \$117,056.00 | \$6.08  | \$120,627.20 |
| 14       | PCC Sidewalk 6-Inch                      | SF   | 3608     | \$5.75  | \$20,746.00  | \$6.00  | \$21,648.00  | \$6.50   | \$23,452.00  | \$6.10  | \$22,008.80  | \$6.24  | \$22,513.92  |
| 15       | Detectable Warnings                      | SF   | 880      | \$19.00   | \$16,720.00  | \$19.00   | \$16,720.00  | \$22.00  | \$19,360.00  | \$27.00   | \$23,760.00  | \$21.84   | \$19,219.20  |
| 16       | PCC Driveway Rem & Rep, 6"               | SY   | 297      | \$60.00   | \$17,820.00  | \$60.00   | \$17,820.00  | \$65.00  | \$19,305.00  | \$65.25   | \$19,379.25  | \$56.16   | \$16,679.52  |
| 17       | HMA Driveway Rem & Rep, 2"               | SY   | 687      | \$34.85   | \$23,941.95  | \$32.00   | \$21,984.00  | \$35.00  | \$24,045.00  | \$19.00   | \$13,053.00  | \$30.00   | \$20,610.00  |
| 18       | Drainage Structure Adjustment            | EA   | 72       | \$365.00  | \$26,280.00  | \$365.00  | \$26,280.00  | \$325.00   | \$23,400.00  | \$390.00  | \$28,080.00  | \$379.60  | \$27,331.20  |
| 19       | Manholes to be Adjusted                  | EA   | 12       | \$600.00  | \$7,200.00   | \$600.00  | \$7,200.00   | \$450.00   | \$5,400.00   | \$635.00  | \$7,620.00   | \$624.00  | \$7,488.00   |
| 20       | Pipe Culvert Removal                     | FT   | 370      | \$3.50  | \$1,295.00   | \$3.50  | \$1,295.00   | \$6.00   | \$2,220.00   | \$3.70  | \$1,369.00   | \$3.64  | \$1,346.80   |
| 21       | Pipe Culverts Special, 12"               | FT   | 375      | \$49.00   | \$18,375.00  | \$49.00   | \$18,375.00  | \$70.00  | \$26,250.00  | \$52.00   | \$19,500.00  | \$50.96   | \$19,110.00  |
| 22       | Grading & Shaping Ditch, Spcl            | SY   | 1800     | \$11.90   | \$21,420.00  | \$10.50   | \$18,900.00  | \$18.00  | \$32,400.00  | \$8.00  | \$14,400.00  | \$13.00   | \$23,400.00  |
| 23       | Topsoil Furnish & Place, 4"              | SY   | 3624     | \$4.12  | \$14,930.88  | \$4.00  | \$14,496.00  | \$1.00   | \$3,624.00   | \$4.00  | \$14,496.00  | \$5.98  | \$21,671.52  |
| 24       | Topsoil Furnish & Place, 12"             | SY   | 200      | \$12.38   | \$2,476.00   | \$12.00   | \$2,400.00   | \$18.00  | \$3,600.00   | \$18.00   | \$3,600.00   | \$18.72   | \$3,744.00   |
| 25       | Seed and Blanket                         | SY   | 3824     | \$4.27  | \$16,328.48  | \$5.50  | \$21,032.00  | \$1.00   | \$3,824.00   | \$4.00  | \$15,296.00  | \$1.82  | \$6,959.68   |
| 26       | Supplemental Watering                    | Unit | 45       | \$0.01  | \$0.45       | \$10.00   | \$450.00     | \$5.00   | \$225.00     | \$60.00   | \$2,700.00   | \$104.00  | \$4,680.00   |
| 27       | Temporary Pavement Marking               | FT   | 170      | \$2.00  | \$340.00     | \$0.10  | \$17.00      | \$1.00   | \$170.00     | \$2.50  | \$425.00     | \$5.00  | \$850.00     |
| 28       | Thermoplastic Line                       | FT   | 1916     | \$1.10  | \$2,107.60   | \$1.10  | \$2,107.60   | \$1.00   | \$1,916.00   | \$1.10  | \$2,107.60   | \$1.04  | \$1,992.64   |
| 29       | Thermoplastic Line                       | FT   | 1027     | \$2.00  | \$2,054.00   | \$2.00  | \$2,054.00   | \$1.25   | \$1,283.75   | \$1.40  | \$1,437.80   | \$1.30  | \$1,335.10   |
| 30       | Thermoplastic Line                       | FT   | 100      | \$2.25  | \$225.00     | \$2.25  | \$225.00     | \$2.00   | \$200.00     | \$2.20  | \$220.00     | \$2.08  | \$208.00     |
| 31       | Thermoplastic Line                       | FT   | 450      | \$2.50  | \$1,125.00   | \$2.50  | \$1,125.00   | \$3.00   | \$1,350.00   | \$3.25  | \$1,462.50   | \$3.12  | \$1,404.00   |
| 32       | Thermoplastic Line                       | FT   | 240      | \$5.00  | \$1,200.00   | \$5.00  | \$1,200.00   | \$6.60   | \$1,584.00   | \$7.10  | \$1,704.00   | \$6.86  | \$1,646.40   |
| 33       | Construction Information Sign            | EA   | 14       | \$14.00   | \$196.00     | \$175.00  | \$2,450.00   | \$175.00   | \$2,450.00   | \$315.00  | \$4,410.00   | \$218.40  | \$3,057.60   |
|          | AS READ TOTAL                            |      |          | \$1,394,309.34  |              | \$1,406,997.14  |              | \$1,433,139.99   |              | \$1,471,193.49  |              | \$1,476,981.46  |              |
|          | <b>TOTAL</b>                             |      |          | <b>\$1,394,309.34</b>   |              | <b>\$1,406,997.14</b>   |              | <b>\$1,433,139.99</b>  |              | <b>\$1,471,193.49</b>   |              | <b>\$1,476,981.46</b>   |              |

**2021 Various Streets Resurfacing Project**

**BID TABULATION**

July 12, 2021



| Item No. | Items                                    | Unit | Quantity | Unit Price            | Total        | Unit Price            | Total        |
|----------|--|------|----------|-----------------------|--------------|-----------------------|--------------|
| 1        | Pavement Removal                         | SY   | 200      | \$10.00               | \$2,000.00   | \$15.00               | \$3,000.00   |
| 2        | HMA Surface Removal, 2"                  | SY   | 64021    | \$2.40                | \$153,650.40 | \$2.35                | \$150,449.35 |
| 3        | HMA Pavement Patch, 3"                   | SY   | 1883     | \$25.00               | \$47,075.00  | \$28.00               | \$52,724.00  |
| 4        | Bituminous Materials - Tack Coat         | LBS  | 43214    | \$0.01                | \$432.14     | \$0.01                | \$432.14     |
| 5        | Poly Level Binder (MM) IL-4.75 N50, 3/4" | TON  | 2688     | \$97.00               | \$260,736.00 | \$99.65               | \$267,859.20 |
| 6        | HMA SC Mix "D" N50, 1-1/2"               | TON  | 5378     | \$77.00               | \$414,106.00 | \$78.15               | \$420,290.70 |
| 7        | Comb CC&G Rem & Rep M-3.12               | FT   | 9843     | \$27.00               | \$265,761.00 | \$28.25               | \$278,064.75 |
| 8        | Comb CC&G Rem & Rep M-6.12               | FT   | 1739     | \$27.00               | \$46,953.00  | \$28.25               | \$49,126.75  |
| 9        | Comb CC&G Rem & Rep B-6.18               | FT   | 152      | \$32.00               | \$4,864.00   | \$41.25               | \$6,270.00   |
| 10       | HMA Sidewalk Removal                     | SF   | 1592     | \$1.50                | \$2,388.00   | \$1.05                | \$1,671.60   |
| 11       | Subbase Gran. Matl. Type B, 4"           | SY   | 566      | \$4.00                | \$2,264.00   | \$2.20                | \$1,245.20   |
| 12       | PCC Sidewalk Removal                     | SF   | 23522    | \$1.10                | \$25,874.20  | \$1.05                | \$24,698.10  |
| 13       | PCC Sidewalk 5-Inch                      | SF   | 19840    | \$5.85                | \$116,064.00 | \$6.45                | \$127,968.00 |
| 14       | PCC Sidewalk 6-Inch                      | SF   | 3608     | \$6.00                | \$21,648.00  | \$6.45                | \$23,271.60  |
| 15       | Detectable Warnings                      | SF   | 880      | \$28.00               | \$24,640.00  | \$26.00               | \$22,880.00  |
| 16       | PCC Driveway Rem & Rep, 6"               | SY   | 297      | \$65.00               | \$19,305.00  | \$72.25               | \$21,458.25  |
| 17       | HMA Driveway Rem & Rep, 2"               | SY   | 687      | \$30.15               | \$20,713.05  | \$25.00               | \$17,175.00  |
| 18       | Drainage Structure Adjustment            | EA   | 72       | \$400.00              | \$28,800.00  | \$400.00              | \$28,800.00  |
| 19       | Manholes to be Adjusted                  | EA   | 12       | \$600.00              | \$7,200.00   | \$400.00              | \$4,800.00   |
| 20       | Pipe Culvert Removal                     | FT   | 370      | \$13.00               | \$4,810.00   | \$10.00               | \$3,700.00   |
| 21       | Pipe Culverts Special, 12"               | FT   | 375      | \$59.00               | \$22,125.00  | \$73.00               | \$27,375.00  |
| 22       | Grading & Shaping Ditch, Spcl            | SY   | 1800     | \$10.00               | \$18,000.00  | \$7.06                | \$12,708.00  |
| 23       | Topsoil Furnish & Place, 4"              | SY   | 3624     | \$4.00                | \$14,496.00  | \$1.00                | \$3,624.00   |
| 24       | Topsoil Furnish & Place, 12"             | SY   | 200      | \$12.00               | \$2,400.00   | \$2.00                | \$400.00     |
| 25       | Seed and Blanket                         | SY   | 3824     | \$6.00                | \$22,944.00  | \$7.00                | \$26,768.00  |
| 26       | Supplemental Watering                    | Unit | 45       | \$45.00               | \$2,025.00   | \$10.00               | \$450.00     |
| 27       | Temporary Pavement Marking               | FT   | 170      | \$5.00                | \$850.00     | \$1.00                | \$170.00     |
| 28       | Thermoplastic Line                       | FT   | 1916     | \$1.00                | \$1,916.00   | \$1.10                | \$2,107.60   |
| 29       | Thermoplastic Line                       | FT   | 1027     | \$1.25                | \$1,283.75   | \$1.38                | \$1,417.26   |
| 30       | Thermoplastic Line                       | FT   | 100      | \$2.00                | \$200.00     | \$2.20                | \$220.00     |
| 31       | Thermoplastic Line                       | FT   | 450      | \$3.00                | \$1,350.00   | \$3.30                | \$1,485.00   |
| 32       | Thermoplastic Line                       | FT   | 240      | \$6.60                | \$1,584.00   | \$7.26                | \$1,742.40   |
| 33       | Construction Information Sign            | EA   | 14       | \$210.00              | \$2,940.00   | \$150.00              | \$2,100.00   |
|          | AS READ TOTAL                            |      |          | \$1,561,397.54        |              | \$1,587,423.90        |              |
|          | <b>TOTAL</b>                             |      |          | <b>\$1,561,397.54</b> |              | <b>\$1,586,451.90</b> |              |

Geneva Construction Co.  
P.O. Box 988  
Aurora, IL 60507

A Lamp Concrete Contractors, Inc.  
1900 Wright Blvd.  
Schaumburg, IL 60193

**RESOLUTION 2021 - \_\_\_\_\_**

**A RESOLUTION APPROVING OF THE VILLAGE OF BARTLETT'S 2021 VARIOUS STREETS RESURFACING PROJECT AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND ARROW ROAD CONSTRUCTION CO.**

---

**BE IT RESOLVED** by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, as follows:

**SECTION ONE:** 2021 Various Streets Resurfacing Project Agreement dated July 20, 2021, between the Village of Bartlett and Gerardi Sewer and Water Co. (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

**SECTION TWO:** That the Village President and the Village Clerk are hereby authorized and directed to sign and attest, respectively, the Agreement on behalf of the Village of Bartlett.

**SECTION THREE: SEVERABILITY.** The various provisions of this Resolution are to be considered as severable, and of any part or portion of this Resolution shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution.

**SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS.** All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

**SECTION FIVE: EFFECTIVE DATE.** This Resolution shall be in full force and effect upon passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: July 20, 2021

APPROVED: July 20, 2021

\_\_\_\_\_  
Kevin Wallace, Village President

ATTEST:

\_\_\_\_\_  
Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2021 - \_\_\_\_\_ enacted on July 20, 2021, and approved on July 20, 2021, as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
Lorna Giles, Village Clerk



Contractor's Name

Arrow Road Construction Co.

Contractor's Address

1445 Oakton Street

City

Elk Grove Village

State

IL

Zip Code

60007

STATE OF ILLINOIS

Local Public Agency

Village of Bartlett

County

DuPage

Section Number

21-00093-00-RS

Street Name/Road Name

2021 Various Streets

Type of Funds

RBI

CONTRACT BOND (when required)

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature

Date

Signature and Date boxes for Highway Commissioner

Submitted/Approved

County Engineer/Superintendent of Highways

Date

Signature and Date boxes for County Engineer

For a Municipal Project

Submitted/Approved/Passed

Signature

Date

Signature and Date boxes for Municipal Project

Official Title

Official Title box

Department of Transportation

Concurrence in approval of award

Regional Engineer Signature

Date

Signature and Date boxes for Department of Transportation

|                     |                        |        |                |
|---------------------|------------------------|--------|----------------|
| Local Public Agency | Local Street/Road Name | County | Section Number |
| Village of Bartlett | 2021 Various Streets   | DuPage | 21-00093-00-RS |

1. THIS AGREEMENT, made and concluded the 20th day of July, 2021 between the Village of Bartlett, known as the party of the first part, and Arrow Road Construction Co., its successor, and assigns, known as the party of the second part.

2. For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.

3. It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 21-00093-00-RS in Village of Bartlett, approved by the Illinois Department of Transportation on 07/07/21, are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest: The Village of Bartlett

|       |      |
|-------|------|
| Clerk | Date |
|       |      |

(SEAL)

|                         |      |
|-------------------------|------|
| Party of the First Part | Date |
| By:                     |      |

*(If a Corporation)*

|                |
|----------------|
| Corporate Name |
|                |

|                                     |      |
|-------------------------------------|------|
| President, Party of the Second Part | Date |
| By:                                 |      |

*(If a Limited Liability Corporation)*

|          |
|----------|
| LLC Name |
|          |

|  |
|--|
| Manager or Authorized Member, Party of the Second Part |
| By:  |

*(If a Partnership)*

|         |      |
|---------|------|
| Partner | Date |
|         |      |

|         |      |
|---------|------|
| Partner | Date |
|         |      |

|   |
|---|
| Partners doing Business under the firm name of Party of the Second Part |
|   |

*(If an individual)*

|                          |      |
|--------------------------|------|
| Party of the Second Part | Date |
|                          |      |

|                   |      |
|-------------------|------|
| Attest: Secretary | Date |
|                   |      |

(SEAL)



# Memo

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**To:** Paula Schumacher, Village Administrator  
**From:** Dan Dinges, Director of Public Works  
**Subject:** Purchase of 2022 Ford F-250 SD 4x4 Pickup Truck  
**Date:** June 28, 2021

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Suburban Purchasing Cooperative has awarded contract #178 for the purchase of a Ford F-250 XL 4X4 to Currie Motors, located in Frankfort, IL.

This vehicle would be purchased as part of the Streets Division Capital Outlay Budget. The price includes start up service and freight, delivered to the PW Facility. Additional pricing also includes plow assembly and additional strobe lighting and typical upfits.

The vehicle will be delivered at the total cost of \$29,026 after discount adjustments. FY 2021-2022 budget provides \$35,000 for the purchase of a new 2022 Ford Pickup that replaces the 2006 Ford pickup, that has over 83,000 miles and an evaluation rating of 33 (anything over 28 is a high priority replacement).

## Motion

**MOTION TO APPROVE THE PURCHASE OF A 2022 FORD F-250 4X4 PICK-UP FROM CURRIE MOTORS IN FRANKFORT, IL**

Prepared for: , Village of Bartlett

---

2022 F-250 4x4 SD Regular Cab 8' box 142" WB SRW XL (F2B)

Price Level: 230

---



**Client Proposal**

Prepared by:  
THOMAS SULLIVAN  
Office: 815-464-9200  
Quote ID: bartlett2  
Date: 06/22/2021



Currie Commercial Center | 10125 W. Laraway, Frankfort, Illinois, 60423

Office: 815-464-9200



cab 8' box 142" WB SRW XL (F2B)

|           |  | <i>As Configured Vehicle</i>                                 | MSRP        |
|-----------|--|--|-------------|
| right)    | Exterior: Antimatter Blue Metallic                     | STANDARD VEHICLE PRICE . . . . .                             | \$37,740.00 |
|           | Interior: Medium Earth Gray                            | Order Code 600A . . . . .                                    | N/C         |
|           | * Brake assistance                                     | Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel . . . . .      | Included    |
|           | * LT 245/75R17 E BSW AS S-rated tires                  | Transmission: TorqShift-G 6-Spd Auto w/SelectShift . . . . . | Included    |
|           | * Firm suspension                                      | 3.73 Axle Ratio . . . . .                                    | Included    |
|           | * Air conditioning                                     | GVWR: 10,000 lb Payload Package . . . . .                    | Included    |
|           | * AM/FM stereo with seek-scan, external memory control | Tires: LT245/75Rx17E BSW A/S (4) . . . . .                   | Included    |
|           | * Daytime running                                      | Wheels: 17" Argent Painted Steel . . . . .                   | Included    |
|           | * Variable intermittent wipers                         | HD Vinyl 40/20/40 Split Bench Seat . . . . .                 | Included    |
|           | * Dual front airbags w/passenger cancel                | 142" Wheelbase . . . . .                                     | STD         |
| nted side | * SecuriLock immobilizer                               | Monotone Paint Application . . . . .                         | STD         |
|           | * Message Center                                       | Radio: AM/FM Stereo w/MP3 Player . . . . .                   | Included    |
|           | * Running boards                                       | 50-State Emissions System . . . . .                          | STD         |
|           | * Class V hitch  | SYNC Communications & Entertainment System . . . . .         | Included    |
|           | * Rear axle capacity: 6200 lbs.                        | Antimatter Blue Metallic . . . . .                           | N/C         |
|           | * Rear spring rating: 6340 lbs.                        | Medium Earth Gray . . . . .                                  | N/C         |
|           | * Frame Yield Strength 50000 psi                       | 110V/400W Outlet . . . . .                                   | \$175.00    |
|           |  | 200 Amp Alternator . . . . .                                 | Included    |
|           |  | LED Roof Clearance Lights . . . . .                          | \$95.00     |

Subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability and computer system. See salesperson for the most current information.

**Prepared for:**

Village of Bartlett

Prepared by: THOMAS SULLIVAN

06/22/2021

Currie Commercial Center |

2022 F-250 4x4 SD Regular Cab 8' box 142" WB SRW XL (F2B)

Price Level: 230 | Quote ID: bartlett2

*Major Equipment*

*As Configured V*

**City**  
N/A



**Hwy**  
N/A

Tough Bed Spray-In B

Trailer Brake Controller

Upfitter Switches (6)...

Platform Running Boar

Daytime Running Lamp

Exterior Backup Alarm

SUBTOTAL ...

Destination Charge

**TOTAL**

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for:**

Village of Bartlett

Prepared by: THOMAS SULLIVAN

06/22/2021



Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

2022 F-250 4x4 SD Regular Cab 8' box 142" WB SRW XL (F2B)

Price Level: 230 | Quote ID: bartlett2

**As Configured Vehicle**

| Code                         | Description  | MSRP        |
|------------------------------|--|-------------|
| <b>Base Vehicle</b>          |  |             |
| F2B                          | Base Vehicle Price (F2B)   | \$37,740.00 |
| <b>Packages</b>              |  |             |
| 600A                         | Order Code 600A<br><i>Includes:</i><br>- Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel<br>- Transmission: TorqShift-G 6-Spd Auto w/SelectShift<br>- 3.73 Axle Ratio<br>- GVWR: 10,000 lb Payload Package<br>- Tires: LT245/75Rx17E BSW A/S (4)<br><i>Spare may not be the same as road tire.</i><br>- Wheels: 17" Argent Painted Steel<br><i>Includes painted hub covers/center ornaments.</i><br>- HD Vinyl 40/20/40 Split Bench Seat<br><i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i><br>- Radio: AM/FM Stereo w/MP3 Player<br><i>Includes 4 speakers.</i><br>- SYNC Communications & Entertainment System<br><i>Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack screen, AppLink and 1 smart-charging USB-C port.</i> | N/C         |
| <b>Powertrain</b>            |  |             |
| 996                          | Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel  | Included    |
| 44S                          | Transmission: TorqShift-G 6-Spd Auto w/SelectShift   | Included    |
| X37                          | 3.73 Axle Ratio  | Included    |
| STDGV                        | GVWR: 10,000 lb Payload Package  | Included    |
| <b>Wheels &amp; Tires</b>    |  |             |
| TD8                          | Tires: LT245/75Rx17E BSW A/S (4)<br><i>Spare may not be the same as road tire.</i>   | Included    |
| 64A                          | Wheels: 17" Argent Painted Steel<br><i>Includes painted hub covers/center ornaments.</i>   | Included    |
| <b>Seats &amp; Seat Trim</b> |  |             |
| A                            | HD Vinyl 40/20/40 Split Bench Seat<br><i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>  | Included    |
| <b>Other Options</b>         |  |             |
| 142WB                        | 142" Wheelbase   | STD         |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for:**

Village of Bartlett

Prepared by: THOMAS SULLIVAN

06/22/2021



Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

2022 F-250 4x4 SD Regular Cab 8' box 142" WB SRW XL (F2B)

Price Level: 230 | Quote ID: bartlett2

**As Configured Vehicle (cont'd)**

| Code  | Description  | MSRP     |
|-------|--|----------|
| PAINT | Monotone Paint Application   | STD      |
| 52B   | Trailer Brake Controller<br><i>Verified to be compatible with select electric over hydraulic brakes. Includes smart trailer tow connector.</i>   | \$270.00 |
| 18B   | Platform Running Boards  | \$320.00 |
| 592   | LED Roof Clearance Lights  | \$95.00  |
| 85S   | Tough Bed Spray-In Bedliner<br><i>Includes tailgate-guard, black box bed tie-down hooks and black bed attachment bolts.</i>  | \$595.00 |
| 43C   | 110V/400W Outlet<br><br>Requires Extra Extra Heavy-Duty Alternator (67E) when ordered with Upfitter Switches (66S) and Snow Plow Pkg. (473) or Snow Plow/Camper Pkg. (47B).<br><i>Includes 1 in-dash mounted outlet.<br/>Includes:<br/>- 200 Amp Alternator</i>  | \$175.00 |
| 66S   | Upfitter Switches (6)<br><br>Requires Extra Extra Heavy-Duty Alternator (67E) when ordered with 110V/400W Outlet (43C) and Snow Plow Pkg. (473) or Snow Plow/Camper Pkg. (47B) and 6.2L Gas engine (996); or Dual Alternators (67A) when ordered with 110V/400W Outlet (43C) and Snow Plow Pkg. (473) or Snow Plow/Camper Pkg. (47B) and Diesel engine (99T); or Dual Extra Heavy-Duty Alternator (67B) when ordered with 110V/400W Outlet (43C) and Snow Plow Pkg. (473) or Snow Plow/Camper Pkg. (47B) and 7.3L Gas engine (99N).<br><i>Located in overhead console.</i> | \$165.00 |
| 587   | Radio: AM/FM Stereo w/MP3 Player<br><i>Includes 4 speakers.<br/>Includes:<br/>- SYNC Communications &amp; Entertainment System<br/>Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack screen, AppLink and 1 smart-charging USB-C port.</i>   | Included |
| 76C   | Exterior Backup Alarm (Pre-Installed)  | \$140.00 |

**Fleet Options**

|     |  |         |
|-----|--|---------|
| 942 | Daytime Running Lamps (DRL) (LPO)<br><br>Requires valid FIN code.<br><i>The non-controllable 942 Daytime Running Lamps (DRL) replace the standard Daytime Running Lamps (DRL) on/off cluster controllable.</i> | \$45.00 |
|-----|--|---------|

**Emissions**

|     |                           |     |
|-----|---------------------------|-----|
| 425 | 50-State Emissions System | STD |
|-----|---------------------------|-----|

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**Prepared for:**

Village of Bartlett

Prepared by: THOMAS SULLIVAN

06/22/2021



Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

2022 F-250 4x4 SD Regular Cab 8' box 142" WB SRW XL (F2B)

Price Level: 230 | Quote ID: bartlett2

**As Configured Vehicle (cont'd)**

| Code                      | Description                      | MSRP        |
|---------------------------|----------------------------------|-------------|
| <b>Interior Color</b>     |                                  |             |
| AS_01                     | Medium Earth Gray                | N/C         |
| <b>Exterior Color</b>     |                                  |             |
| HX_02                     | Antimatter Blue Metallic         | N/C         |
| <b>Upfit Options</b>      |                                  |             |
| A-01                      | 4-Corner LED Strobes             | \$895.00    |
| D-001                     | Delivery                         | \$175.00    |
| P-01                      | Municipal Plates/Title-Shipped   | \$203.00    |
|                           | <i>Title and Plates</i>          |             |
| R-001                     | Rust Proofing                    | \$395.00    |
|                           | <i>Sound Shield Discontinued</i> |             |
| <b>SUBTOTAL</b>           |                                  | \$41,213.00 |
| <b>Destination Charge</b> |                                  | \$1,695.00  |
| <b>TOTAL</b>              |                                  | \$42,908.00 |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for:**

Village of Bartlett

Prepared by: THOMAS SULLIVAN

06/22/2021



Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

2022 F-250 4x4 SD Regular Cab 8' box 142" WB SRW XL (F2B)

Price Level: 230 | Quote ID: bartlett2

## Pricing Summary - Single Vehicle

|                             | <b>MSRP</b>        |
|-----------------------------|--------------------|
| <i>Vehicle Pricing</i>      |                    |
| Base Vehicle Price          | \$37,740.00        |
| Options                     | \$1,805.00         |
| Colors                      | \$0.00             |
| Upfitting                   | \$1,668.00         |
| Fleet Discount              | \$0.00             |
| Destination Charge          | \$1,695.00         |
| <b>Subtotal</b>             | <b>\$42,908.00</b> |
| <i>Discount Adjustments</i> |                    |
| Discount Adjustments        | -\$13,882.00       |
| <b>Total</b>                | <b>\$29,026.00</b> |

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



## Agenda Item Executive Summary

Item Name      Acceptance of Public Improvements for  
the Artis Senior Living Facility, 1035 S.  
Route 59      Committee  
or Board      Board

### BUDGET IMPACT

|                |     |          |     |
|----------------|-----|----------|-----|
| Amount:        | N/A | Budgeted | N/A |
| List what fund | N/A |          |     |

### EXECUTIVE SUMMARY

Attached is an ordinance to accept the public improvements for the Artis Senior Living Facility at 1035 S. Route 59. The developer, Artis Senior Living, LLC, has submitted all required final documents to the village. A set of Record Drawings has been received and is on file.

Because utilities have been operational and functioning successfully for more than 12 months, village staff recommends waiving the maintenance period.

### ATTACHMENTS (PLEASE LIST)

Memo, PW Letter, Ordinance, Bill of Sale

### ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

**MOTION: I MOVE TO APPROVE ORDINANCE\_\_\_\_\_ ACCEPTING THE PUBLIC IMPROVEMENTS FOR THE ARTIS SENIOR LIVING FACILITY AT 1035 S. ROUTE 59**

Staff:            Bob Allen, Village Engineer

Date:            July 20, 2021

# MEMORANDUM

---

To: Paula Schumacher, Village Administrator

From: Bob Allen, Village Engineer *BA*

Subject: Acceptance of Public Improvements for the Artis Senior Living Facility,  
1035 S. Route 59, Bartlett, IL 60103

Date: July 20, 2021

---

Attached is an ordinance to accept the public improvements for the Artis Senior Living Facility at 1035 S. Route 59. The developer, Artis Senior Living, LLC, has submitted all required final documents to the village. A set of Record Drawings has been received and is on file.

Because utilities have been operational and functioning successfully for more than 12 months, village staff recommends waiving the maintenance period.

Please place this ordinance on the next available agenda.

**MOTION: I MOVE TO APPROVE ORDINANCE \_\_\_\_\_ ACCEPTING THE PUBLIC IMPROVEMENTS FOR THE ARTIS SENIOR LIVING FACILITY AT 1035 S. ROUTE 59.**

July 20, 2021

Village of Bartlett  
228 S. Main Street  
Bartlett, IL 60103

Attn: Dan Dinges, Director of Public Works

**RE: VILLAGE ACCEPTANCE OF PUBLIC IMPROVEMENTS FOR  
THE ARTIS SENIOR LIVING FACILITY,  
1035 S. ROUTE 59, BARTLETT**

Please be advised that the public improvements have been completed for the Artis Senior Living Facility at 1035 S. Route 59..

All punch list work, for items covered by the Site Plan Completion Letter of Credit, have been successfully completed. The Public Works Department has conducted final reviews and inspections of the utilities and other public improvements. As a result, it has been determined that the public improvements have been constructed in substantial conformance with the approved Final Engineering Plans and Specifications for the Artis Senior Living Facility.

The developer, Artis Senior Living, LLC, has submitted all required final documents to the Village. A set of reproducible Record Drawings, showing the completed public improvements has been received. Because the utilities have been operational and functioning successfully for more than 12 months, Village staff recommends waiving the maintenance period.

I recommend that the Village Board adopt an Ordinance accepting the public improvements at the Artis Senior Living Facility at 1035 S. Route 59..

Sincerely,

*Robert Allen*

Robert Allen, P.E.  
Village Engineer

cc: Lorna Giless, Village Clerk  
Beth Uργο, Public Works  
Katie Sperl, Building and Code Enforcement  
Todd Dowden, Director of Finance  
Bryan Mraz, Village Attorney  
Roberta Grill, Director of PDS  
Tiffany Amacher, Artis Senior Living

**ORDINANCE 2021-**

**AN ORDINANCE ACCEPTING THE PUBLIC IMPROVEMENTS FOR  
THE ARTIS SENIOR LIVING FACILITY AT  
1035 S. ROUTE 59**

**WHEREAS**, the Village Engineer has reported to the corporate authorities that the utility connections and erosion control, (“the Public Improvements”) for the site known as the Artis Senior Living Facility at 1035 S. Route 59 (“the Development”) were completed substantially in accordance with the plans and specifications therefore and the requirements of the Village Subdivision Ordinance on December 1, 2018 (“the Completion Date”) and that Artis Senior Living, LLC, the developer of the site, (“the Developer”) has presented evidence that all of the Public Improvements have been fully paid for; and

**WHEREAS**, the Developer has submitted all required documents and drawings to the Village of Bartlett; and

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, as follows:

**SECTION ONE:** That the Village of Bartlett hereby accepts the Public Improvements for the Artis Senior Living facility at 1035 S. Route 59.

**SECTION TWO: SEVERABILITY.** The various provisions of this Ordinance are to be considered as severable and if any part or portion of this Ordinance shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance.

**SECTION THREE: REPEAL OF PRIOR ORDINANCES.** All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

**SECTION FOUR: EFFECTIVE DATE.** This Ordinance shall be in full force and effect upon its passage and approval.

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED:**

**APPROVED:**

\_\_\_\_\_  
Kevin Wallace, Village President

**ATTEST:**

\_\_\_\_\_  
Lorna Giles, Village Clerk

**CERTIFICATION**

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2021-\_\_\_\_\_ enacted on July 20, 2021 and approved on July 20, 2021, as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
Lorna Giles, Village Clerk

BILL OF SALE  
FOR THE WATER MAIN INSTALLED  
AT THE ARTIS SENIOR LIVING OF BARTLETT SITE

Lot No. 1 in Final Plat of Subdivision for Artis Senior Living of Bartlett, being part of the Northeast quarter of Section 9, Township 40 North, Range 9 East of the Third Principal Meridian, in DuPage County, Illinois, recorded March 10, 2016 as Document No. R2016-022808

ADDRESS: 1035 S. IL Route 59, Bartlett, IL 60103

In consideration of the payment of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby expressly acknowledged ARTIS SENIOR LIVING OF BARTLETT, LLC, a Delaware limited liability company (the "Seller") does hereby sell, assign, transfer and set over unto the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, the following described property:

The water distribution system, including, but not limited to, water mains and services, valves, valve vaults, fire hydrants, and all structures appurtenant thereto ("the Property");

being the Public Improvements for the Artis Senior Living of Bartlett site developed by the Seller in the Village of Bartlett.

The Seller hereby represents and warrants to the Village of Bartlett that the Seller is the absolute owner of the Property; that except for the Mortgage and Security Agreement and related agreements and instruments, dated as of August 13, 2018 (the "Mortgage") in favor of Republic Bank of Illinois, the Property is free and clear of all liens, charges and encumbrances, including, without limitation, mechanic's liens, mortgages, and chattel mortgage security instruments; and that the Seller has full right, power and authority to transfer title to the Property to the Village of Bartlett, and to execute and deliver this Bill of Sale.

IN WITNESS WHEREOF the Seller has signed and sealed, or caused this Bill of Sale to be signed and sealed at 1651 Old Meadow Road, Suite 100, McLean, VA 22102 on March 25, 2021.

Witness:

ARTIS SENIOR LIVING OF BARTLETT, LLC,  
a Delaware limited liability company  
By: Artis Senior Living, LLC,  
a Delaware limited liability company  
its Manager

Witness Name: Sherita Tisdale

By: Donald E. Folmer  
Name: Donald E. Folmer  
Title: President & CEO  
Date: 3-25-21

[Notary acknowledgement on following page.]

STATE OF VIRGINIA            )  
  ) SS.  
COUNTY OF FAIRFAX        )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Donald E. Feltman the President/CEO of Artis Senior Living, LLC, a Delaware limited liability company, the Manager of ARTIS SENIOR LIVING OF BARTLETT, LLC, a Delaware limited liability company ("Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Donald E. Feltman appeared before me this day in person and acknowledged that s/he signed and delivered the said instrument as his/her own free and voluntary act, as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 25 day of March, 2021.

Maxwell Daniels Reinhardt  
Notary Public

(SEAL)

My Commission Expires: 3-31-2027





# Agenda Item Executive Summary

Item Name      Class A Liquor License Application-  
Eggeptional Cafe      Committee  
or Board      Board

## BUDGET IMPACT

|                |     |          |     |
|----------------|-----|----------|-----|
| Amount:        | N/A | Budgeted | N/A |
| List what fund | N/A |          |     |

## EXECUTIVE SUMMARY

Attached for your consideration is a Liquor License application submitted by Flappy's Pancake House Restaurant Inc., doing business as Eggeptional Cafe.

They did not previously hold a liquor license, but are requesting one now and updated their name. The Class A allows alcohol sales Sunday through Thursday from 8:00 a.m. until 1:00 a.m. and Friday and Saturday from 8:00 a.m. until 2:00 a.m.

## ATTACHMENTS (PLEASE LIST)

Staff Memo Dated 7/9/21  
Class A Liquor License Application  
Proof of Insurance  
Surety Bond  
Basset Training Certificate  
Articles of Organization  
Copy of Lease Agreement  
Memo from Police Department

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

**MOTION:** I move to approve the Class A Liquor License application submitted by Flappy's Pancake House Restaurant Inc.

Staff: Samuel Hughes, Sr. Management Analyst

Date: 7/9/2021

# Memorandum

**To:** Scott Skrycki, Assistant Village Administrator  
**From:** Samuel Hughes, Sr. Management Analyst  
**Date:** July 9, 2021  
**Re:** Class A Liquor License Application

---

Attached for your consideration is a Liquor License application submitted by Flappy's Pancake House Restaurant Inc., doing business as Eggceptional Cafe. 1085 W. Army Trail Rd. Eggceptional Café is the former Flappy's Pancake House. They did not previously hold a liquor license, but are requesting one now and updated their name. The Class A allows alcohol sales Sunday through Thursday from 8:00 a.m. until 1:00 a.m. and Friday and Saturday from 8:00 a.m. until 2:00 a.m.

The appropriate Suerty Bond and Certificate of Insurance have been submitted by the applicant. They have been reviewed and approved by the Village Attorney.

## Motion

I move to approve the Class A Liquor License application submitted by Flappy's Pancake House Restaurant Inc.

Village of Bartlett  
228 S. Main Street  
Bartlett, IL 60103  
630-837-0800

250 - app fee  
39.25 EP fee  
289.25



**LIQUOR LICENSE APPLICATION**

Date: Jun, 10 - 2021

Class of License: A

License Fee: \$ 1250 -

- 1. Business Name: Eggceptional Cafe
- 2. Business Address: 1085 W army trail RD Bartlett IL, 6003
- 3. Telephone Number: 630-213-0700
- 4. Contact Name: Audy
- 5. Email Address: [REDACTED]
- 6. Registered Corporate Name: Flappys Pancake House Restaurant INC
- 7. Date of Incorporation: \_\_\_\_\_ State of Incorporation: \_\_\_\_\_
- 8. Retailer Occupational/Sales Tax Number: [REDACTED]
- 9. State principal kind of business: Breakfast Lunch, Restaurant
- 10. Description of premises or portion thereof sought to be licensed: Restaurant/Bar
- 11. Does applicant seek a License to sell Liquor on the premises as a restaurant: Yes

If so, are premises:

Maintained and held out to the public as a place where meals are actually and regularly served: yes

Provided with adequate and sanitary kitchen and dining room equipment and capacity with sufficient employees to prepare, cook and serve suitable food: \_\_\_\_\_

What is the seating capacity of the restaurant: 88

12. Will the applicant be applying for a video gaming license for the purpose of conducting video gaming at the proposed licensed premises: no

If yes, each license application for an initial license at a premises shall be accompanied by a set of floor and site plans prepared under the seal of an architect or engineer licensed to practice in the state. The plans shall show the dimensions of the premises, its location on and the dimensions of its site; the property lines and their relationship to the building and all parking areas located on the property; and the design and layout for determination of occupancy, including, but not limited to, exiting, seating, dining rooms, bars, game and waiting areas, proposed video gaming areas, and position of equipment and fixtures therein whether or not an application for a video gaming license has or will be submitted. The plans shall show on the face thereof a written computation of proposed occupancy limits, parking requirements and areas which will be reasonably necessary for loading and unloading. The layout of a licensed premises may not be substantially changed without submission of a new set of plans and approval by the local liquor control commissioner. The requirements of this subsection shall not apply to any applicant seeking a class C, C Extended, G, H, J, K, L or M license.

13. Does applicant own premises for which this license is sought: NO

Attach evidence that applicant is the owner of record of the premises to be licensed pursuant to this application.

14. Has applicant a lease on such premise covering the full period for which license is sought: \_\_\_\_\_

If so, give:

Name and Address of Lessor:

SIRAK, LLC Peter Karlis



Period covered by lease:

From: July 1, 2021 To: Oct 1, 2025

Attach copy of signed lease

15. Specify the value of goods, wares, and merchandise now on hand: 0

16. Do you hold any other current business license issued by the Village of Bartlett: no

If so,

Type of license: \_\_\_\_\_

Address of license: \_\_\_\_\_

17. Has any manufacturer, distributor or importing distributor directly or indirectly paid or agreed to pay for this license, advanced money or anything else of value, or any credit (other than merchandising credit in the ordinary course of business for a period not to exceed 30 days) or is such person directly or indirectly interested in the ownership, conduct or operation of the place of business? NO
18. Is the applicant engaged in the manufacture of alcoholic liquors? NO  
If so, at what location: \_\_\_\_\_
19. Is the applicant conducting the business of an importing distributor or distributor of alcoholic liquors? NO  
If so, at what location: \_\_\_\_\_
20. Has any Officer, Director, or Manager of said Corporation or any stockholder or stockholders owning in the aggregate more than five (5%) percent of the stock of such corporation, ever been convicted of any felony under any Federal or State law? NO  
If so, give,  
Name: \_\_\_\_\_  
Date of the offense: \_\_\_\_\_  
Nature of the Offense: \_\_\_\_\_  
Disposition of said conviction: \_\_\_\_\_
21. Has any Officer, Director or Manager of said Corporation, or any stockholder or stockholders owning in the aggregate more than five (5%) percent of the stock of such corporation, ever been convicted of a violation of any Federal, State or Local law within the last 10 years? NO  
If so, give,  
Name: \_\_\_\_\_  
Date of the offense: \_\_\_\_\_  
Disposition of said conviction: \_\_\_\_\_

22. Please complete the appropriate section for your business

**1. Corporation:**

a. List name and address of each Director

| Name                 | Address  |
|----------------------|--|
| <u>Cover Alumbay</u> |  |
| _____                | _____  |
| _____                | _____  |
| _____                | _____  |

b. List the name, address and title of each Officer

| Name & Title         | Address | Title            |
|----------------------|---------|------------------|
| <u>Cover Alumbay</u> | _____   | <u>President</u> |
| _____                | _____   | _____            |
| _____                | _____   | _____            |
| _____                | _____   | _____            |

c. List the total number of issued shares of common stock of the corporation \_\_\_\_\_.  
List the name and address of each shareholder and number of shares owned

| Name                 | Address | #Shares     |
|----------------------|---------|-------------|
| <u>Cover Alumbay</u> | _____   | <u>100%</u> |
| _____                | _____   | _____       |
| _____                | _____   | _____       |
| _____                | _____   | _____       |

d. Attach a copy of the Articles of Incorporation

e. Attach a Certificate of Good Standing for the Corporation issued by the Secretary of State of the state of incorporation.

**2. Limited Liability Company ( LLC)**

a. List name and address of all managers:

| Name  | Address |
|-------|---------|
| _____ | _____   |
| _____ | _____   |
| _____ | _____   |
| _____ | _____   |

b. List name and address of all members:

| Name  | Address |
|-------|---------|
| _____ | _____   |
| _____ | _____   |
| _____ | _____   |
| _____ | _____   |

c. List name of each member and the percentage of membership interest of each member:

| Name  | Percentage of membership interest |
|-------|-----------------------------------|
| _____ | _____ %                           |
| _____ | _____ %                           |
| _____ | _____ %                           |
| _____ | _____ %                           |

d. Attach a copy of the Articles of Organization for the LLC.

e. Attach a Certificate of Good Standing for the LLC issued by the Secretary of State of the state in which organized.

**3. Partnership**

List the name and address of each general partner and the percentage owned by each general partner:

| Name  | Address | Percent Owned |
|-------|---------|---------------|
| _____ | _____   | _____         |
| _____ | _____   | _____         |
| _____ | _____   | _____         |
| _____ | _____   | _____         |

a. List the name and address of each limited partner and the percentage interest of each Limited partner:

| Name  | Address | Percent Owned |
|-------|---------|---------------|
| _____ | _____   | _____         |
| _____ | _____   | _____         |
| _____ | _____   | _____         |
| _____ | _____   | _____         |

b. If any of the general partners is a corporation or a limited liability company, provide the Information requested in Section 1 or 2 for that entity.

c. Provide proof of filing a certificate to transact business under an assumed name for the Partnership with the County Clerk of the country in which the business is or will be located and in which the partnership conducts or intends to conduct business as required under the Assumed Business Name Act (805 ILCS 405/0.01).

**4. Sole Proprietorship**

a. List name and address of the Sole Proprietor:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

b. Provide proof of filing a certificate to transact business with County Clerk of the county in which such individual's business is or will be located and in which he or she conducts or intends to conduct business as required under the Assumed Business Name Act (805 ILCS 405/0.01).

23. Has any Officer, Director or Manager of said Corporation, or any stockholder or stockholders, owning in the aggregate more than five (5%) percent of the stock of such corporation, ever been convicted of being the keeper of a house of ill fame, or of pandering or other crime or misdemeanor opposed to decency and morality? NO

If so, give,

Name: \_\_\_\_\_

Date of the offense: \_\_\_\_\_

Nature of offense: \_\_\_\_\_

Disposition of said conviction: \_\_\_\_\_

24. Has any Officer, Director or Manager of said Corporation, or any stockholder or stockholders, owning in the aggregate more than five (5%) percent of the stock of such corporation, ever permitted an appearance bond forfeiture of any of the violations mentioned questions 21, 22 and 23? NO

If so, state particulars:

\_\_\_\_\_  
\_\_\_\_\_

25. Has the Corporation (Applicant) or any Officer, Director or Manager of said Corporation, or any stockholder or stockholders owning in the aggregate more than five (5%) percent of the stock of such corporation, made application for a similar license for this period for any premises other than those described above? NO

If so, give,

Name: \_\_\_\_\_

Location of premises: \_\_\_\_\_

Date of application: \_\_\_\_\_ Disposition of application: \_\_\_\_\_

26. Is any law enforcing Official, Mayor, Alderman, Member of the City Council or Commission, Member of the Village Board of Trustees, or member of a County Board, directly or indirectly interested in the business for which license is sought? NO

27. Has any license previously issued by Federal, State or Local Authorities to the Corporation (Applicant) or to any Officer, Manager or Director of said Corporation, or any stockholder or stockholders owning in the aggregate more than five (5%) percent of the stock of such corporation been revoked? NO

If so, give,

Name of licensee: \_\_\_\_\_

Date of revocation: \_\_\_\_\_ Reason: \_\_\_\_\_

28. Each applicant must designate at least one individual who shall serve as Liquor Manager for the applicant. Please supply the following information:

Name of the Liquor Manager: Melvin Zimile Gaver Alueby

Residence Address: [REDACTED]

Authority conferred upon the Liquor Manager by the Corporation with relation to the operation or management of the business for which this license is sought?

Has the Liquor Manager been finger printed for the purpose of this application? NO YES

If so,

Where: Bartlett Police When: \_\_\_\_\_

Please have the Liquor Manager(s) complete STATEMENT OF LIQUOR MANAGER CONDUCTING BUSINESS FOR CORPORATE APPLICANT, and attach as part of the application.

The following **MUST** be included with the application:

Certificate of Insurance in compliance with Section 3-3-6 of the Bartlett Liquor Control Ordinance.

Liquor License Surety Bond in the amount of \$2,000.00 in compliance with Section 3-3-5 of the Bartlett Liquor Control Ordinance.

Certificates of Completion of a State of Illinois Certified Alcohol Awareness Program for the manager, bartenders and servers for licensed premise  
Copy of the Lease or proof of ownership.

A \$250.00 non-refundable application fee for first time applicants only.

No person shall knowingly furnish false or misleading information or withhold any relevant information on any application for any license required by this chapter nor knowingly cause or suffer another to furnish or withhold such information on his behalf. No person shall knowingly furnish any false or misleading information in the investigation of any application for a license required by this chapter. No person shall willfully withhold any information that is relevant to any such investigation when called upon by any Village officials to furnish such information. The furnishing of false or misleading information or withholding any relevant information on any application for any license required by this chapter shall be grounds for denial of any such application, or if discovered after the granting of the license, shall be grounds for a fine and/or the suspension or revocation of the license.

A Licensee shall conduct the business at a licensed premises in a manner consistent with the statements and representations made on the Licensee's application before the local liquor control commissioner.

### AFFIDAVIT

Village of Bartlett  
Cook, DuPage, and Kane Counties, Illinois

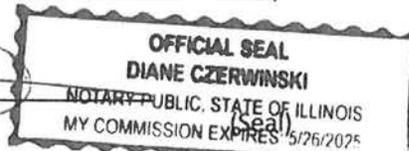
The undersigned swears (or affirms) that the Corporation in whose name this application is made will not violate any of the Ordinances of the Village of Bartlett, including but not limited to the Bartlett Liquor Control Ordinance, or the laws of the State of Illinois or the United States of America, in the conduct of the place of business described herein and that the statements contained in this application are true and correct to the best of our knowledge and belief.

Enver Ahmeti President\*  
Signature

\_\_\_\_\_  
Signature Secretary

Subscribed and sworn to by Enver Ahmeti  
before me this 14 day of June 2021

[Signature]  
Notary Public



\*If the signatory is someone other than the President, said signatory shall attach a copy of the Corporate resolution authorizing said signatory to sign on behalf of the Corporation.

STATEMENT OF LIQUOR MANAGER

1. Business Name: Exceptional Cafe  
Business Address: 1285 W Army Trail Rd Bartlett IL 60103
2. Name of Liquor Manager: Andy Enver Almeti  
Residence Address: [REDACTED]  
How long have you resided at this residence: 3 Y.P  
(If less than one year, list previous residence address)  
Date of Birth: [REDACTED] Place of Birth: NEW-YORK  
Social Security Number: [REDACTED]  
Driver's License Number: \_\_\_\_\_ State: IL  
Telephone Numbers:  
Home: [REDACTED]  
Business: 630-213-0700  
Email Address: [REDACTED]
3. Have you been fingerprinted for the purpose of this application: yes  
If so,  
Where: Bartlett Police  
When: \_\_\_\_\_
4. Have you ever been convicted of any felony under any Federal or State law in the last 10 years: no  
If so, give,  
Date: \_\_\_\_\_  
Nature of offense: \_\_\_\_\_  
Disposition of said conviction: \_\_\_\_\_

5. Have you been convicted of being the keeper of a house of ill fame, or of pandering or other Crimes or misdemeanors opposed to decency and morality: NO

If so, give,

Nature of offense: \_\_\_\_\_

Disposition of said conviction: \_\_\_\_\_

6. Have you ever been convicted of a violation of any Federal, State or Local Liquor law: NO

If so, give,

Date: \_\_\_\_\_

Disposition of said conviction: \_\_\_\_\_

7. Have you ever permitted an Appearance Bond Forfeiture for any of the violations mentioned in questions, 4, 5, and 6: NO

If so,

State particulars: \_\_\_\_\_

8. Has any license previously issued to you by Federal, State or Local authorities been revoked: NO

If so, give,

Date: \_\_\_\_\_

Reason for revocation: \_\_\_\_\_

9. In what capacity are you employed by the applicant: Self

10. Give name of person who appointed you in your present capacity:

Name: Self

Date of appointment: \_\_\_\_\_

11. List employer for past five year:

Name: Self

Address: \_\_\_\_\_

Manager's name: \_\_\_\_\_

Employment type: \_\_\_\_\_

12. List all prior experience that you have in managing the sale of alcoholic liquor and/or in conducting any business which is similar in nature to the business which you will be engaged in pursuant to the application:

I been manage and a part of liquor license.

13. List any other experience and education that you have which you believe qualifies you to act as a Liquor Manager:

I been in the BUSINESS for 24 years

14. How many hours per week will you be physically present at the premises to be licensed: \_\_\_\_\_

15. Will the applicant be applying for a video gaming license for the purpose of conducting video gaming at the proposed licensed premises: NO

If yes, each license application for an initial license at a premises shall be accompanied by a set of floor and site plans prepared under the seal of an architect or engineer licensed to practice in the state. The plans shall show the dimensions of the premises, its location on and the dimensions of its site; the property lines and their relationship to the building and all parking areas located on the property; and the design and layout for determination of occupancy, including, but not limited to, exiting, seating, dining rooms, bars, game and waiting areas, proposed video gaming areas, and position of equipment and fixtures therein whether or not an application for a video gaming license has or will be submitted. The plans shall show on the face thereof a written computation of proposed occupancy limits, parking requirements and areas which will be reasonably necessary for loading and unloading. The layout of a licensed premises may not be substantially changed without submission of a new set of plans and approval by the local liquor control commissioner. The requirements of this subsection shall not apply to any applicant seeking a class C, C Extended, G, H, J, K, L or M license.

AFFIDAVIT

Village of Bartlett  
Counties of Cook, DuPage and Kane, Illinois

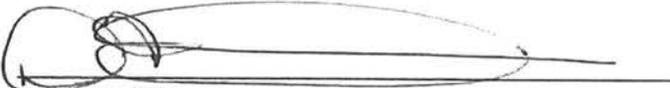
The undersigned swears (or affirms) that he/she will not violate any of the Ordinances of the Village of Bartlett, including but not limited to the Bartlett Liquor Control Ordinance, or the Laws of the State of Illinois or the Laws of the State of Illinois or the Laws of the United States of America, in the conduct of the place of business described herein.

The undersigned further swears (of affirms) that he/she shall conduct the business in a manner consistent with all representations made on this application and consistent with any representations made before the Local Liquor Commissioner.

*Enver Ahmeti*

\_\_\_\_\_  
Signature of Manager or Agent

Subscribed and sworn to by Enver Ahmeti  
before me this 14 day of June, 2021

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



**CORPORATION INVESTIGATION AUTHORIZATION/RELEASE**

Each applicant, Officer, Director, Manager proposed Liquor Manager, proposed manager of the premises, and Shareholder or Stockholder owning in the aggregate more than five (5%) percent of the stock of such corporation shall complete and sign the following investigation authorization. For a corporation whose stock is publicly traded and is listed on a recognized exchange, shareholders owning in the aggregate less than 25% of the stock of such corporation, and Directors and Officer who do not have any management responsibilities of such corporation need complete this investigation authorization.

**INVESTIGATION AUTHORIZATION**

I, Enver Ahmeti hereby authorize the Chief of Police of the Village of Bartlett, or his designee, to conduct a background investigation, including the authorization to receive reports from other law enforcement agencies necessary to verify the information included in this application and to verify compliance of applicable Federal, State and Local law. I hereby release the Village of Bartlett, the Bartlett Police Department, and each of their respective Directors, Officers, Elected and appointed Officials, Agents and Employees from any and all liability which may arise as a result of such background investigation.

Enver Ahmeti  
Signature of Applicant

Subscribed and sworn to by Enver Ahmeti  
before me this 14 day of June, 2021

[Signature]  
Notary Public

**OFFICIAL SEAL**  
**DIANE CZERWINSKI**  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 5/26/2025





LICENSE OR PERMIT BOND

Bond No.: 999115388

KNOW ALL BY THESE PRESENTS, That we, Flappy's Pancake House Inc as Principal, of IL 60115, and the The Ohio Casualty Insurance Company, a New Hampshire corporation, as Surety, are held and firmly bound unto City of Bartlett, of 228 S Main St, Bartlett, IL 60103, as Obligee, in the sum of Two Thousand Dollars And Zero Cents (\$2,000.00) for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 14th day of June, 2021.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT WHEREAS, the Principal has been or is about to be granted a license or permit to do business as Liquor License by the Obligee.

NOW, THEREFORE, if the Principal well and truly comply with applicable local ordinances, and conduct business in conformity therewith, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER:

- 1. This bond shall continue in force: [X] Until 14th day of June, 2022, or until the date of expiration of any Continuation Certificate executed by the Surety OR [ ] Until canceled as herein provided.
2. This bond may be canceled by the Surety by the sending of notice in writing to the Obligee, stating when, not less than thirty days thereafter, liability hereunder shall terminate as to subsequent acts or omissions of the Principal.

Flappy's Pancake House Inc

By \_\_\_\_\_ Principal

The Ohio Casualty Insurance Company



By Timothy A. Mikolajewski Timothy A. Mikolajewski Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

The Ohio Casualty Insurance Company
POWER OF ATTORNEY

Principal: Flappy's Pancake House Inc
Agency Name: RMS Insurance Services, Inc. Bond Number: 999115388
Obligee: City of Bartlett
Bond Amount: (\$2,000.00) Two Thousand Dollars And Zero Cents

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Timothy A. Mikolajewski in the city and state of Seattle, WA, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 26th day of September, 2016.



The Ohio Casualty Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 26th day of September, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 26, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

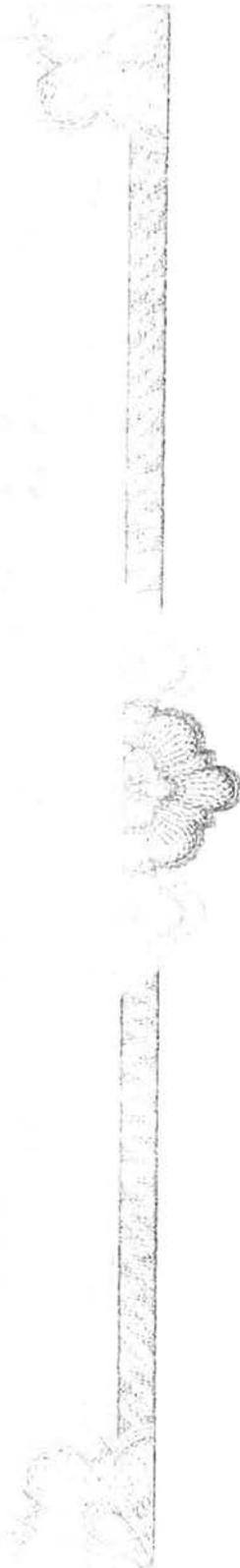
I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 14th day of June, 2021.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



**ENVER AHMETI**

Has diligently and with merit completed the  
On-Premise BASSET Alcohol Certification on 3/14/2020

from the American Safety Council.



ENVER AHMETI

On-Premise BASSET Alcohol Certification

4/13/2020

# Taxpayer Notification

## Business Authorization



\_\_\_\_\_  
#BWNKMGV  
#CNXX X159 1791 6244#  
\_\_\_\_\_  
FLAPPYS PANCAKE HOUSE & RESTAURANT INC  
1085 W ARMY TRAIL RD  
BARTLETT IL 60103-3001

November 20, 2020



Letter ID: [REDACTED]

Account ID: [REDACTED]

## We have enclosed your Certificate of Registration.

### *Welcome!*

We have enclosed your Illinois Business Authorization. Please verify that all of the information on the attached Business Authorization is correct. In particular, be sure to verify that the information correctly represents whether you are within or outside of a municipality. If you are registered for Sales and Use Tax and the retail sales location listed is incorrect, contact our Local Tax Allocation Division at 217 785-6518.

If all of the information is correct, your authorization must be visibly displayed at the address listed.

***Do not discard the attached Illinois Business Authorization unless the information displayed is incorrect or until it expires.*** Your Illinois Business Authorization is an important tax document that indicates that you are registered or licensed with the Illinois Department of Revenue to legally do business in Illinois.

If you wish to be registered for any other taxes or fees, you must complete a new application. For questions, visit our website at [tax.illinois.gov](http://tax.illinois.gov) or call us weekdays between 8:00 a.m. and 4:30 p.m. at the telephone number below.

**CENTRAL REGISTRATION DIVISION  
ILLINOIS DEPARTMENT OF REVENUE  
PO BOX 19030  
SPRINGFIELD IL 62794-9030**

**217 785-3707**

**Verify that all of your Illinois Business Authorization information is correct.**

Verify that the information below correctly represents your business location. In particular, be sure to verify that the information correctly represents whether you are within or outside of a municipality. If you have registered for Sales and Use Tax and the retail sales location listed is incorrect, contact our Local Tax Allocation Division at 217 785-6518.

**Bartlett (DuPage)  
DuPage County**

For all other corrections, contact our Central Registration Division at 217 785-3707.

If all of the information is correct, cut along the dotted line (fits a standard 5" x 7" frame). Your authorization must be visibly displayed at the address listed. **Do not discard the attached Illinois Business Authorization unless the information displayed is incorrect or until it expires.** Your Illinois Business Authorization is an important tax document that indicates that you are registered or licensed with the Illinois Department of Revenue to legally do business in Illinois.

OFFICIAL DOCUMENT

State of Illinois - Department of Revenue

**Illinois Business Authorization**

OFFICIAL DOCUMENT

**FLAPPYS PANCAKE HOUSE & RESTAURANT INC**

**DBA: FLAPPYS PANCAKE HOUSE**

**1085 W ARMY TRAIL RD  
BARTLETT IL 60103-3001**

Loc. Code: 022-0063-5-001

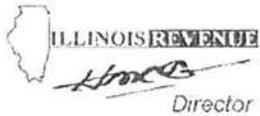
**Bartlett (DuPage)  
DuPage County**

Expiration Date:  
**2/3/2022**

**Certificate of Registration**  
Sales and use taxes and fees





  
Director

OFFICIAL DOCUMENT

Issued Date: **12/07/2020**

CENTER LEASE

THIS LEASE made as of the 1st day of October, 2016 between SILRAK, LLC, an Illinois Limited Liability Company, having a place of business at 564 Braemar Avenue, Naperville, IL 60563, and Enver ("Andy") Ahmeti ("Tenant"), an individual whose principal place of business is located at 1560 Yellowstone drive, Streamwood, Illinois 60107.

ARTICLE 1

BASIC PROVISIONS

- A. **Tenant's Name:** "Flappys Pancake House"
- B. **Center:** BARTLETT SQUARE  
**Address:** 1085 W. Army Trail Road, Bartlett, Illinois 60103
- C. **Premises:** Suite No. A-12 at the Center, commonly known as 1085 W. Army Trail Road, Bartlett, Illinois, consisting of approximately 3,053 square feet, the approximate location of which is shown cross-hatched on Exhibit A hereto. The total retail center consists of approximately 17,999 square feet.
- D. **Commencement:** October 1, 2016
- E. **Expiration Date:** September 30, 2021
- F. **Permitted Use:** Operation of a breakfast and lunch restaurant.
- G. **Minimum Rent:** The Minimum Rent shall be calculated as follows:

|             | Annual Base Rent PSF | Annual Rent Escalation |
|-------------|----------------------|------------------------|
| Months 1-6  | \$0.00               | --                     |
| Months 7-12 | \$13.00              | --                     |
| Year 2      | \$13.52              | 4.00%                  |
| Year 3      | \$14.06              | 4.00%                  |
| Year 4      | \$14.34              | 2.00%                  |
| Year 5      | \$14.63              | 2.00%                  |

- H. **Initial Estimated Monthly Expenses:** \$2.00 per foot per month
- I. **Initial Estimated Monthly Taxes:** \$4.00 per foot per month
- J. **Security Deposit:** An amount equal to one month's estimated gross rent (\$5,000.00)
- K. **Guarantor:** N/A
- L. **Rent Payment Address:** Tenant shall forward all Rent and insurance certificates to Landlord at the following address or such other address or addresses as to which Landlord shall provide advance notice:  

P.O. Box 874, Naperville, IL 60563
- M. **Rent Shall Be Payable To:** SILRAK, LLC, or such other entity as Landlord shall designate from time to time in writing.
- N. **Prohibited Uses:** Tenant shall not use the Premises for any use which conflicts with an exclusive use provision granted by Landlord to other tenants in the Center, or to CVS Pharmacy. Tenant acknowledges that said exclusive uses have been disclosed to Tenant prior to the execution of this Center Lease.
- O. **Exclusive Use:** Tenant shall have the exclusive right within the Center to operate a full service breakfast restaurant, as a primary purpose. Said exclusive right shall not prohibit other restaurants in the Center that serve breakfast so long as it is not their primary business. Said exclusive right shall not prohibit a café or quick-serve restaurant (i.e. Dunkin Donuts, Starbucks, etc.).

The foregoing provisions shall be interpreted and applied in accordance with the other provisions of this Lease set forth below. The terms in this Article and the terms defined in Article 26 shall have the meanings specified therefore, herein or therein, when used as capitalized terms in other provisions of this Lease.

## ARTICLE 2

### PREMISES, TERM, COMMENCEMENT DATE AND OPTION

A. **INITIAL TERM.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises for a term ("Term") commencing on the Commencement Date and ending on the Expiration Date set forth in Article 1, unless sooner terminated as provided herein, subject to the provisions herein contained.

B. **OPTION TO EXTEND.** Tenant is hereby granted an option to extend the Term for two (2) additional periods of five (5) years each ("Extension Periods") on the same terms and conditions in effect under the Lease immediately prior to the Extension Period. Minimum rent shall escalate at 2.0% annually throughout each Extension Period.

It is expressly understood that the method of determining Tenant's Proportionate Share of Center Expenses shall remain the same during the Extension Period. The option to extend may be exercised only by giving Landlord irrevocable and unconditional written notice thereof no later than sixty (60) days before the commencement of the Extension Period. If Tenant shall fail to exercise the option herein provided, said option shall terminate and shall be null and void and of no further force and effect. The option, if so exercised by Tenant, shall, at the election of Landlord, be deemed null and void if, at the time of exercising such option, or if thereafter and prior to or concurrent with the time of the commencement of the Extension Period, a default has occurred and is continuing under this Lease.

## ARTICLE 3

### PAYMENT OF RENT, CENTER EXPENSES, AND PRORATIONS

A. **Rent and Rent Taxes.** Minimum Rent, Center Expenses, and any other amounts which Tenant is or becomes obligated to pay Landlord under this Lease are sometimes herein referred to collectively as "Rent", and all remedies applicable to the non-payment of Rent shall be applicable thereto. Tenant shall pay Landlord the monthly Minimum Rent set forth in Article 1 in advance of the first day of each calendar month during the Term. Rent shall be paid without any prior demand or notice therefor and shall in all events be paid without any deduction, recoupment, set-off or counterclaim. Tenant shall pay any rent tax, sales tax, transfer tax, value added tax, or any other applicable tax on the Rent, utilities or services herein or otherwise respecting this Lease or any other document entered in connection herewith. Landlord may apply payments received from Tenant to any obligations of Tenant then accrued without regard to such obligations as may be designated by Tenant.

B. **Prorations.** If the Term commences on a day other than the first day of a calendar month or ends on a day other than the last day of a calendar month, the Minimum Rent, monthly payments of estimated Center Expenses, and any other amounts payable on a monthly basis shall be prorated on a per diem basis for such partial calendar months. If the Term commences other than on January 1 or ends other than on December 31, Tenant's obligations to pay amounts towards actual Center Expenses for such first or final calendar years shall be prorated on a per diem basis to reflect the portion of such years included in the Term.

C. **Rent Abatement.** Rent shall be abated as set for the in Article 1, Subparagraph "G". During the period of abatement, Tenant shall remain responsible for utilities as provided in Article 8.

## ARTICLE 4

### CENTER EXPENSES

A. **Center Expenses.** Tenant shall pay Landlord an amount equal to Tenant's Proportionate Share of Center Expenses in the manner described below.

(1) Landlord may reasonably estimate in advance the amounts Tenant shall owe for Taxes and Center Expenses for any full or partial calendar year of the Term. In such event, Tenant shall pay such estimated amounts, on a monthly basis, on or before the first day of each calendar month, together with Tenant's payment of Minimum Rent. Tenant shall pay initially and until further notice by Landlord the estimated amounts. Landlord may reasonably adjust the estimated amounts, including the initial estimated amounts, during the Term.

(2) Within one hundred eighty (180) days after the end of each calendar year, or as soon thereafter as practicable, Landlord shall provide a statement (the "Statement") to Tenant showing: (a) the amount of actual Center Expenses for such calendar year, with a listing of amounts for major categories of Center Expenses, (b) any amount paid by Tenant towards Center Expenses during such calendar year on an estimated basis, and (c) any revised estimate of Tenant's obligations for Center Expenses for the current calendar year.

(3) If the Statement shows that Tenant's estimated payments were less than Tenant's actual obligations for Center Expenses for such year, Tenant shall pay the difference. If the Statement shows an increase in Tenant's estimated payments for the current calendar year, Tenant shall pay the difference between the new and former estimates for the period from January 1 of the current calendar year through the month in which the Statement is sent. Tenant shall make such payments within ten (10) days after Landlord sends the Statement.

(4) If the Statement shows that Tenant's estimated payments exceeded Tenant's actual obligations for Center Expenses, Tenant shall receive a credit for the difference against payments of Rent next due. If the Term shall have expired and no further Rent shall be due, Landlord shall refund such difference when Landlord sends the Statement.

B. **Finality of Statements.** Unless Tenant takes exception to any Statement by written notice to Landlord within thirty (30) days after Landlord provides such Statement to Tenant, such Statement shall be considered final and binding on Tenant. Tenant acknowledges that Landlord's ability to budget and incur expenses depends on the finality of such Statement and accordingly agrees

that time is of the essence of this Paragraph. If Tenant takes exception to any matter contained in any Statement as provided herein, Landlord may refer the matter to an independent certified public accountant whose certification as to the proper amount shall be final and binding as between Landlord and Tenant. Tenant shall promptly pay the cost of such certification unless such certification determines that Tenant was overbilled by more than two percent (2%). Pending resolution of any such exceptions, Tenant shall continue paying Tenant's Proportionate Share of Taxes and Center Expenses in the amounts determined by Landlord, subject to adjustment between the parties after any such exceptions are resolved.

C. **General Matters.** So long as Tenant's obligations hereunder are not materially adversely affected thereby, Landlord reserves the right to reasonably change, from time to time, the manner or timing of the foregoing payments. Although this Lease contemplates the computation of Center Expenses on a cash basis, Landlord may make reasonable and appropriate accrual adjustments and Landlord reserves the right to change to a full accrual system of accounting. No delay by Landlord in providing the Statement shall be deemed a default by Landlord or a waiver of Landlord's right to require payment of Tenant's obligations for actual or estimated Center Expenses.

D. **Limit on Center Expenses:** Notwithstanding anything to the contrary herein, Tenant's obligation to pay Tenant's Proportionate Share of Center Expenses shall not exceed \$6.50 per square foot per year during the Initial Term.

#### ARTICLE 5

##### CONDITION OF PREMISES; OPENING FOR BUSINESS

A. Tenant agrees to accept the Premises, Center, and any Systems and Equipment serving the Premises "as is" without any representations or obligations on the part of Landlord to perform any alterations, repairs, or improvements except as may be expressly provided in Exhibit B hereto or elsewhere in this Lease ("Landlord's Work"). Tenant shall on or before 180 days after the Commencement Date: (i) completely remodel the Premises and install fixtures in and for the same in accordance with the other provisions of this Lease, including Article 6, Exhibits B and C and the Rules ("Tenant's Initial Work"), and (ii) open the Premises for business.

B. Tenant's obligations under the lease shall be contingent upon Tenant obtaining a building permit. Tenant shall have 60 days from the lease execution to obtain such permit, and must complete Tenant's application for the same within 21 days of lease execution.

#### ARTICLE 6

##### TRADE FIXTURES, ALTERATIONS AND LIENS

A. **Approval.** Tenant shall not attach any fixtures, equipment or other items to the Premises or make any additions, changes, alterations or improvements to the Premises or the Systems and Equipment serving the Premises, including without limitation Tenant's Initial Work described in Article 5 and Exhibit B hereto (all such work referred to collectively herein as the "Work"), without the prior written consent of Landlord. Landlord shall not unreasonably withhold consent, except that Landlord reserves the right to withhold consent in Landlord's sole discretion for Tenant's Initial Work, and Work affecting the structure, safety or security of the Center or Premises, the Systems and Equipment, or the appearance of the Premises from any Common Areas.

B. **Conditions.** Landlord reserves the right to impose requirements as a condition of such consent or otherwise in connection with the Work, including without limitation, requirements that Tenant: (i) submit for Landlord's prior written approval detailed plans and specifications prepared by licensed and competent architects and engineers, (ii) submit for Landlord's prior written approval the names, addresses and background information concerning all contractors, subcontractors and suppliers, (iii) obtain and post permits, bonds, and additional insurance, (iv) submit contractor, subcontractor and supplier lien waivers, (v) [intentionally deleted], and (vi) comply with such other requirements as Landlord may impose concerning the manner and times in which such Work shall be done and other aspects of the Work. Landlord may require that all Work be performed under Landlord's supervision. If Landlord consents or supervises, or recommends any suppliers, contractors, architects, or engineers, the same shall not be deemed a warranty as to the adequacy of the design, workmanship or quality of materials, or compliance of the Work with any Laws.

C. **Performance of Work.** All Work shall be performed: (i) in a thoroughly first class, professional and workmanlike manner, (ii) only with materials that are high quality, and free of material defects, (iii) strictly in accordance with plans and specifications approved by Landlord in advance in writing, (iv) not to adversely affect the Systems and Equipment or the structure of the Center, (v) diligently to completion and so as to cause the least possible interference with other tenants and the operation of the Center, and (vi) in compliance with all Laws and other provisions of this Lease, including without limitation, Exhibit B and the Rules attached hereto as Rider One. If Tenant fails to perform the Work as required herein or the materials supplied fail to comply herewith or with the specifications approved by Landlord, and Tenant fails to cure such failure within forty-eight (48) hours after notice by Landlord (except that notice shall not be required in emergencies), Landlord shall have the right to stop the Work until such failure is cured (which shall not be in limitation of Landlord's other remedies and shall not serve to abate the Rent or Tenant's other obligations under this Lease).

D. **Liens.** Tenant shall keep the Center, Premises and this Lease free from any mechanic's, materialman's or similar liens or encumbrances, and any claims therefor, in connection with any Work. Tenant shall give Landlord notice at least ten (10) days prior to the commencement of any Work (or such additional time as may be necessary under applicable Laws), to afford Landlord the opportunity of posting and recording appropriate notices of non-responsibility. Tenant shall remove any such claim, lien or encumbrances by bond or otherwise within twenty (20) days after notice by Landlord. If Tenant fails to do so, Landlord may pay the amount or take such other action as Landlord deems necessary to remove such claim, lien or encumbrance, without being responsible for investigating the validity thereof. The amount so paid and costs incurred by Landlord shall be deemed additional Rent under this Lease payable upon demand, without limitation as to other remedies available to Landlord. Nothing contained in this Lease shall authorize Tenant to do any act which shall subject Landlord's title to the Center or Premises to any such notices, liens or encumbrances.

E. **Landlord's Fees and Costs.** Tenant shall pay Landlord a reasonable fee to cover Landlord's overhead and out-of-pocket costs, including the cost of any outside engineer, architect or consultant, in reviewing Tenant's plans and specifications and performing any supervision of the Work, and such fees as Landlord may reasonably impose for utilities, trash removal, temporary barricades and other matters in connection with the Work, or such fees therefor (if any) set forth in Exhibit B hereto.

#### ARTICLE 7

##### USE AND OPERATING REQUIREMENTS

A. **Use; Compliance With Laws.** Tenant shall use the Premises for the purposes specified in Article 1 (and Tenant shall use the Premises for all the purposes specified therein), and for no other purpose whatsoever, subject to and in compliance with all other provisions of this Lease, including without limitation the Rules attached as Rider One hereto. Tenant shall comply with all Laws relating to the Premises and Tenant's use thereof.

B. **Non-Smoking Facility.** The Leased Premises is designated a non-smoking facility. Thus, smoking shall not be permitted within the Leased Premises by the Tenant, tenants agents, employees, guests or invitees. Tenant shall be responsible for ensuring their employees', customers' and invitees' compliance with laws, ordinances and Rules concerning smoking within the Property.

#### ARTICLE 8

##### UTILITIES

A. **Utilities Provided By Tenant.** Tenant shall: (i) make application in Tenant's own name for all utilities not provided by Landlord, (ii) comply with all utility company regulations for such utilities, including requirements for the installation of meters, and (iii) obtain such utilities directly from, and pay for the same when due directly to, the applicable utility company. The term "utilities" for purposes hereof shall include but not be limited to electricity, gas, water, sewer, steam, fire protection, telephone and other communication and alarm services, HVAC, and all taxes or other charges thereon. Tenant shall install and connect all equipment and lines required to supply such utilities to the extent not already available at or serving the premises, or at Landlord's option shall repair, alter or replace any such existing items (or Tenant shall share the costs thereof for any HVAC unit or hot water heater shared with other tenants as described in Article 9). Tenant shall maintain, repair and replace all such items, operate the same, and keep the same in good working order and condition, as further provided in Article 9. Tenant shall not install any equipment or fixtures, or use the same, so as to exceed the safe and lawful capacity of any utility equipment or lines serving the same. The installation, alteration, replacement or connection of any utility equipment and lines shall be subject to the requirements for alterations of the Premises set forth in Article 6. Tenant shall ensure that all HVAC equipment is installed and operated at all times in a manner to prevent roof leaks, damage, or noise due to vibrations or improper installation, maintenance or operation. Tenant shall at all times keep the Premises sufficiently heated or air-conditioned such that heated or chilled air is not drawn to or from the Premises.

B. **Utilities Provided By Landlord.** DELETED

C. **Interruptions.** Landlord does not warrant that any utilities will be free from failures or interruptions. None of the same shall be deemed an eviction or disturbance of Tenant's use and possession of the Premises or any part thereof, or render Landlord liable to Tenant for abatement of Rent, or relieve Tenant from performance of Tenant's obligations under this Lease. Landlord in no event shall be liable for damages by reason of such shortage, failure, variation, or interruption of utility service.

#### ARTICLE 9

##### MAINTENANCE AND REPAIR OR PREMISES

A. **Tenant Maintenance and Repairs.** Tenant shall keep the Premises in good working order, repair and condition (which condition shall also be clean, sanitary, sightly and free of pests and rodents, and which repairs shall include necessary replacements and capital expenditures and compliance with all Laws now or hereafter adopted); except to the extent provided to the contrary in Article 12 respecting casualty damage. Tenant's obligations hereunder shall include but not be limited to Tenant's trade fixtures and equipment, security gates, ceilings, walls, entrances, signs, interior decorations, floor-coverings, wall-coverings, entry and interior doors, exterior and interior glass, plumbing fixtures, light fixture and bulbs, keys and locks, fire extinguishers and fire protection systems, and equipment and lines for water, sewer (including free flow up to the common sewer line), electrical, gas, steam, sprinkler and mechanical facilities, and other systems and equipment which serve the Premises exclusively whether located within or outside the Premises, and all alterations and improvements to the Premises whether installed by Landlord or Tenant. Tenant shall also at Landlord's option perform or reimburse Landlord for any repairs, maintenance and replacements to areas of the Center outside the Premises necessitated by Tenant or any other occupant of the Premises, or any of their employees, agents, invitees or contractors. Any repairs or other work by Tenant hereunder shall be deemed "Work" under Article 6, and shall be subject to all of the requirements thereunder, including Landlord's prior written approval. Tenant shall provide Landlord with evidence that any Work required hereunder has been performed from time to time within five (5) days after Landlord's request therefor.

B. **HVAC Maintenance.** Landlord shall maintain and repair the rooftop HVAC units existing at the time of execution of this lease, and be responsible for the cost thereof, during the term of this Lease and any extensions. Maintenance and repair of all duct work and elements of the HVAC systems beneath the roof shall be the responsibility of the Tenant. Tenant shall be responsible for all other ventilation, heating or cooling units and equipment that may be installed by Tenant.

C. **Shared Equipment.** If the Premises are served by systems or equipment that also serve one or more other tenants, Tenant shall at Landlord's option made by Landlord from time to time in writing either: (i) make arrangements directly with such other tenant or tenants to reasonably share responsibility and expenses for inspection, maintenance, repairs, operation and replacements of such items, or (ii) reimburse Landlord for Tenant's reasonable share of all costs incurred by Landlord in making such

arrangements or performing such work (such share to be based on the ratio of the square footage of the Premises to the square footage of the areas leased to such other tenant or tenants, or at Landlord's option such other factors as Landlord shall deem reasonable).

**D. Landlord Maintenance and Repairs.** Landlord shall keep the roof above foundation, exterior walls, common utility lines to the point of connection for Tenant, and structural portions of the Premises in good working order and repair (the cost of which shall be included in Center Expenses, to the extent described in Article 26), provided that Tenant shall give Landlord reasonable prior notice of the necessity for such repairs, and further provided that any damage thereto shall not have been caused by any act or omission of, or violation of this Lease by, Tenant or any other occupant of the Premises, or any of their employees, agents, invitees or contractors, in which event Landlord may perform or require that Tenant perform such repairs as provided above (without limiting Landlord's other remedies therefor).

#### ARTICLE 10

##### COMMON AREAS

**A. Use of Common Areas.** Tenant may use, on a non-exclusive basis, the Common Areas to which, and for the purposes for which, other tenants at the Center are given access during the Term. Tenant shall not directly or indirectly conduct business in the Common Areas or make any use of the Common Areas which interferes in any way with the use of the Common Areas by other parties.

**B. Common Area Maintenance and Control.** Landlord shall administer, operate, clean, maintain and repair the Common Areas, and Tenant shall pay Tenant's Proportionate Share of Landlord's costs therefor as part of Center Expenses. Landlord shall have exclusive control and management of the Common Areas.

**D. Definition of Common Areas.** The term "Common Areas" herein means all areas of the Center which are now or hereafter made available by Landlord from time to time for the general use or benefit of Landlord, other tenants at the Center, other parties to whom the right to use the Common Areas has been or is hereafter granted, and their employees and invitees, as such areas currently exist and as they may be changed from time to time. The Common Areas may include, as designated by Landlord from time to time, any parking areas and structures, roofs covering Center buildings, entrances, sidewalks, streets or roadways, passageways, concourses, courts, arcades, service corridors, loading platforms and truck docks, delivery areas, escalators and elevators, ramps, stairs, landscaped and vacant areas, public bathrooms, information and telephone booths, directory signs and equipment, common lighting facilities, drainage areas, lounges and shelters, package pick-up stations, drinking fountains, public comfort and first aid stations, public meeting rooms, auditoriums, bus stops, taxi stands, and all furniture, decorations, fixtures, improvements, Systems and Equipment, and other facilities, located in or serving any of the foregoing, except to the extent reserved for use by one or more designated tenants.

#### ARTICLE 11

##### INSURANCE, SUBROGATION, AND WAIVER OF CLAIMS

**A. Required Insurance.** Tenant shall maintain during the Term: (i) commercial general liability insurance, with a contractual liability endorsement covering Tenant's indemnity obligations under this Lease, and with limits of not less than \$2,000,000 combined single limit for personal injury, bodily injury or death, or property damage or destruction (including loss of use thereof) per occurrence, (ii) workers' compensation insurance as required by statute, and employer's liability insurance in the amount of at least \$500,000 per occurrence, (iii) plate glass insurance covering all plate glass in the Premises, and (iv) "all-risk" property damage insurance covering Tenant's inventory, personal property, business records, furniture, floor coverings, fixtures and equipment, and all Work installed by Tenant for damage or other loss caused by fire or other casualty or cause including, but not limited to, vandalism and malicious mischief, theft, explosion, business interruption, and water damage of any type, including sprinkler leakage, bursting and stoppage of pipes. All insurance required hereunder shall be provided by responsible insurers rated at least A and 10 in the then current edition of Best's Insurance Guide and shall be licensed in the State of Illinois. Tenant's property damage insurance shall include full replacement cost coverage and the amount shall satisfy any coinsurance requirements under the applicable policy. Tenant's insurance shall be primary, and any insurance maintained by Landlord or any other additional insureds hereunder shall be excess and noncontributory. Landlord shall have the right to reasonably increase the amount or expand the scope of insurance to be maintained by Tenant hereunder from time to time.

**B. Certificates, Subrogation and Other Matters.** Tenant shall provide Landlord with certificates evidencing the coverage required hereunder (and, with respect to liability coverage showing Landlord and Landlord's managing agent for the Center and others designated by Landlord as additional insureds, and with respect to leasehold improvements showing Landlord as an additional names insured). Tenant shall provide such certificates prior to the Commencement Date or Tenant's possession of the Premises or construction of improvements therein (whichever first occurs). Tenant shall provide renewal certificates to Landlord at least thirty (30) days prior to expiration of such policies. Such certificates shall state that the coverage may not be changed or canceled without at least thirty (30) days prior written notice to Landlord. The parties mutually hereby waive all rights and claims against each other for all losses covered by their respective insurance policies, and waive all rights of subrogation of their respective insurers. The parties agree that their respective insurance policies are now, or shall be, endorsed so that such waivers of subrogation shall not affect their respective rights to recover thereunder.

**C. Waiver of Claims.** Except for claims arising from Landlord's intentional or grossly negligent acts that are not covered by Tenant's insurance hereunder, Tenant waives all claims against Landlord for injury or death to persons, damage to property or to any other interest of Tenant sustained by Tenant or any party claiming through Tenant resulting from: (i) any occurrence in or upon the Premises, (ii) leaking of roofs, bursting, stoppage or leaking of water, gas, sewer or steam pipes or equipment, including sprinklers, (iii) wind, rain, snow, ice, flooding, freezing, fire, explosion, earthquake, excessive heat or cold, fire or other casualty, (iv) the Center Premises, Systems or Equipment being defective, out of repair, or failing, and (v) vandalism, malicious mischief, theft or other acts or omissions of any other parties including without limitation, other tenants, contractors and invitees at the Center. To the extent that Tenant is required to or does carry insurance hereunder, Tenant agrees that Tenant's property

loss risks shall be borne by such insurance, and Tenant agrees to look solely to and seek recovery only from its insurance carriers in the event of such losses; for purposes hereof, any deductible amount shall be treated as though it were recoverable under such policies.

## ARTICLE 12

### CASUALTY DAMAGE

A. **Restoration by Landlord.** If the Premises shall be damaged by fire or other casualty, Landlord shall use available insurance proceeds to repair the Premises, except that Landlord shall not be required to repair or replace any of Tenant's furniture, furnishings, fixtures or equipment, or any alterations or improvements in excess of any Landlord's Work under Exhibit B hereto, and Landlord's obligations shall be subject to any governmental requirements or requirements of any Lender and such Lender's right to control, apply or withhold such insurance proceeds. Landlord shall not be liable for any inconvenience or annoyance to Tenant or its visitors, or injury to Tenant's business resulting in any way from such damage or the repair thereof.

B. **Restoration by Tenant.** If Landlord repairs the Premises as provided herein, Tenant shall repair and replace Tenant's Work, all items required to be insured by Tenant hereunder, and all other items required to restore the Premises to the condition required under Article 9 of this Lease. Tenant shall commence such work within ten (10) days following substantial completion by Landlord of any repairs required by Landlord hereunder and shall proceed diligently therewith to completion. Tenant's work hereunder shall constitute "Work" under Article 6, and shall be subject to all of the provisions thereof. Tenant may close the Premises for business to the extent reasonably required in connection with such work.

C. **Abatement of Rent.** Landlord shall allow Tenant a proportionate abatement of Minimum Rent from the date of the casualty through the date that Landlord substantially completes Landlord's repair obligations hereunder (or the date that Landlord would have substantially completed such repairs, but for delays by Tenant, its agents, employees, invitees, Transferees and contractors), provided such abatement: (i) shall apply only to the extent the Premises are untenantable for the purposes permitted under this Lease and not used by Tenant as a result thereof, based proportionately on the square footage of the Premises so affected and not used, and (ii) shall not apply if Tenant or any other occupant of the Premises, or any of their employees, agents, invitees or contractors cause the damage.

D. **Termination of Lease.** Notwithstanding the foregoing to the contrary, Landlord may elect to terminate this Lease, if the Center is materially damaged by Tenant or any other occupant of the Premises, or any of their agents, employees, invitees or contractors, or if the Center is damaged by fire or other casualty or cause such that: (a) more than 25% of the Premises is affected by the damage, (b) the damage occurs less than one year prior to the end of the Term, (c) any Lender requires that the insurance proceeds or any portion thereof be covered by Landlord's insurance policies, or (d) in Landlord's reasonable opinion, the cost of the repairs, alterations, restoration or improvement work would exceed 25% of the replacement value of the Center or of the portion thereof owned or ground leased by Landlord (whether or not the Premises is affected). In any such case, Landlord may terminate this Lease by notice to Tenant within 120 days after the date of damage (such termination notice to include a termination date providing at least thirty (30) days for Tenant to vacate the Premises). Tenant agrees that Landlord's obligation to restore, and the abatement of Rent provided herein, shall be Tenant's sole recourse in the event of such damage, and waives any other rights Tenant may have under any applicable Law to terminate this Lease by reason of damage to the Premises or Center.

## ARTICLE 13

### CONDEMNATION

If at least twenty-five percent (25%) of the rentable area of the Premises shall be taken by power of eminent domain or condemned by a competent authority or by conveyance in lieu thereof for public or quasi-public use ("Condemnation"), including any temporary taking for a period of one year or longer, this Lease shall terminate on the date possession for such use is so taken. If: (i) less than twenty-five percent (25%) of the Premises is taken, but the taking includes a material portion of the Center or of the portion thereof owned or ground leased by Landlord, or (ii) the taking is temporary and will be in effect for less than one year but more than thirty (30) days, then in either such event, Landlord may elect to terminate this Lease upon at least thirty (30) days prior written notice to Tenant. The parties further agree that: (a) if this Lease is terminated, all Rent shall be apportioned as of the date of such termination or the date of such taking, whichever shall first occur, (b) if the taking is temporary, Rent shall be abated for the period of the taking (but the Term shall not be extended thereby), and (c) if this Lease is not terminated but any part of the Premises is taken, the Minimum Rent, Taxes, and Center Expenses shall be proportionately abated based on the square footage of the Premises so taken. Landlord shall be entitled to receive the entire award or payment in connection with such Condemnation and Tenant hereby assigns to Landlord any interest therein for the value of Tenant's unexpired leasehold estate or any other claim and waives any right to participate therein, except that Tenant shall have the right to file any separate claim available to Tenant for moving expenses and any taking of Tenant's personal property, provided such award is separately payable to Tenant and does not diminish the award available to Landlord or any Lender.

## ARTICLE 14

### RETURN OF POSSESSION

At the expiration or earlier termination of this Lease or Tenant's right of possession, Tenant shall surrender possession of the Premises in broom-clean condition and good repair, free of debris, and otherwise in the condition required under Article 9, and shall ensure that all signs, vaults, safes, shelves, bookcases, mirrors, and other freely movable trade fixtures and personal property have been removed therefrom (subject to Article 35) and that any damage caused thereby has been repaired. All leasehold improvements and other fixtures and trade fixtures, such as light fixtures, ventilation equipment (i.e. kitchen hood), coolers and refrigerators not freely movable, HVAC equipment, plumbing fixtures, sinks, hot water heaters, fire suppression and sprinkler systems, wall coverings, counters, carpeting and drapes, in or serving the Premises, whether installed by Tenant or Landlord, shall be Landlord's property and shall remain, all without compensation, allowance or credit to Tenant. Specialty lighting fixtures installed by Tenant may be removed.

Within thirty (30) days after the Expiration or Termination of the Lease, Landlord may direct Tenant, via written notice, to remove any fixtures, equipment, or leasehold improvements, if the same were installed by the Tenant. Tenant shall promptly remove such of foregoing items as are designated in such notice and repair any damage to the Premises caused by such removal. If Tenant shall fail to perform any repairs or restoration, or fail to remove any items from the Premises as required hereunder, Landlord may do so, and Tenant shall pay Landlord the cost thereof upon demand. All property removed from the Premises by Landlord hereunder may be handled, discarded or stored by Landlord at Tenant's expense, and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. All such property shall at Landlord's option be conclusively deemed to have been conveyed by Tenant to Landlord as if by bill of sale without payment by Landlord. If Landlord arranges for storage of any such property, Landlord shall have a lien against such property for costs incurred in removing and storing the same.

#### ARTICLE 15

##### HOLDING OVER

Tenant shall pay Landlord two hundred percent (200%) of the amount of Rent then applicable prorated on a per diem basis for each day Tenant shall retain possession of the Premises or any part thereof after expiration or earlier termination of this Lease, together with all damages sustained by Landlord on account thereof. The foregoing provisions shall not serve as permission for Tenant to hold-over, nor serve to extend the Term (although Tenant shall remain a tenant at sufferance, bound to comply with all provisions of this Lease until Tenant vacates the Premises). Landlord shall have the right, at any time after expiration or earlier termination of this Lease or Tenant's right to possession, to reenter and possess the Premises and remove all property and persons therefrom, and Landlord shall have such other remedies for holdover as may be available to Landlord under other provisions of this Lease or applicable Laws.

#### ARTICLE 16

##### SUBORDINATION, ATTORNMEN AND MORTGAGEE PROTECTION

This Lease is subject and subordinate to all Mortgages now or hereafter placed upon the Center, and all other encumbrances and matters of public record applicable to the Center, including without limitation, any reciprocal easement or operating agreements, covenants, conditions, and restrictions (and Tenant shall not act or permit the Premises to be operated in violation thereof.) If any foreclosure or power of sale proceedings are initiated by any Lender or a deed in lieu is granted (or if any ground lease is terminated), Tenant agrees, upon written request of any such Lender or any purchaser at such sale, to attorn and pay Rent to such party and to execute and deliver any instruments necessary or appropriate to evidence or effectuate such attornment. In the event of attornment, no Lender shall be: (i) liable for any act or omission of Landlord, or subject to any offsets or defenses which Tenant might have against Landlord (prior to such Lender becoming Landlord under such attornment), (ii) liable for any security deposit or bound by any prepaid Rent not actually received by such Lender, or (iii) bound by any future modification of this Lease not consented to by such Lender. Any Lender may elect to make this Lease prior to the lien of its Mortgage, and if the Lender under any prior Mortgage shall require, this Lease shall be prior to any subordinate Mortgage; such elections shall be effective upon written notice to Tenant. Tenant agrees to give any Lender by certified mail, return receipt requested, a copy of any notice of default served by Tenant upon Landlord, provided that prior to such notice Tenant has been notified in writing (by way of service on Tenant a copy of an assignment of leases, or otherwise) of the name and address of such Lender. Tenant further agrees that if Landlord shall have failed to cure such default within the time permitted to Landlord for cure under this Lease, any such Lender whose address has been so provided to Tenant shall have an additional period of thirty (30) days in which to cure (or such additional time as may be required due to causes beyond such Lender's control, including time to obtain possession of the Center by power of sale or judicial action). The provisions of this Article shall be self-operative; however Tenant shall execute such documentation as Landlord or any Lender may request from time to time in order to confirm the matters set forth in this Article in recordable form. To the extent not expressly prohibited by Law, Tenant waives the provisions of any Law now or hereafter adopted which may give or purport to give Tenant any right or election to terminate or otherwise adversely affect this Lease or Tenant's obligations hereunder if such foreclosure or power of sale proceedings are initiated, prosecuted, or completed.

#### ARTICLE 17

##### ESTOPPEL CERTIFICATES

Landlord and Tenant each agree at any time and from time to time, upon not less than ten (10) days prior written request by the other party, to execute, acknowledge, and deliver to the other party a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications) and the dates to which the Minimum Rent and other charges have been paid in advance, if any. It is intended that any such statement delivered pursuant to this Article may be relied upon by the purchaser or holder of a mortgage upon the Tenant's interest under this Lease or any part of such interest. If Tenant shall fail to execute and return such statement within fifteen (15) days after written request from Landlord, Tenant shall be deemed to have agreed with the matters set forth therein and Landlord acting in good faith shall be authorized as Tenant's attorney-in-fact to execute such statement on behalf of Tenant (which shall not be in limitation of Landlord's other remedies therefor).

#### ARTICLE 18

##### ASSIGNMENT AND SUBLETTING

A. **Transfers.** Tenant acknowledges that Landlord has entered this Lease in order to obtain the unique attraction of Tenant's business, and the unique combination of Tenant's apparent operating expertise and financial integrity. Tenant shall not, without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion: (i) assign or otherwise transfer this Lease, (ii) sublet the Premises or any part thereof, (iii) permit the use of the Premises by any parties other than Tenant and its employees (all of the foregoing are hereinafter referred to collectively as "Transfers" and any party to whom any Transfer is made or sought to be made is hereinafter referred to as a "Transferee"). Any Transfer made without complying with this Article shall, at

Landlord's option, be null, void and of no effect (which shall not be in limitation of Landlord's other remedies). Whether or not Landlord grants consent, Tenant shall pay Seven Hundred Fifty Dollars (\$750.00) towards Landlord's review and processing expenses, as well as any reasonable legal fees incurred by Landlord in connection therewith.

**B. Procedure.** If Tenant shall desire Landlord's consent to any Transfer, Tenant shall notify Landlord in writing, and provide such information as requested by Landlord to enable Landlord to determine the business experience, financial responsibility, character, and reputation of the proposed Transferee, and the nature of such Transferee's business.

**C. Consent.** If Landlord consents to a Transfer: (i) the terms and conditions of this Lease shall in no way be deemed to have been waived or modified, including without limitation, the purposes for which the Premises shall be used under Article 1, (ii) Tenant shall remain fully liable for all obligations under this Lease, including without limitation, those obligations arising before and after the Transfer, and any assignee shall expressly assume all of Tenant's obligations, (iii) such consent shall not be deemed consent to any further Transfer by either Tenant or a Transferee, and (iv) Tenant shall deliver to Landlord promptly after execution, an original executed copy of all documentation pertaining to the Transfer in form reasonably acceptable to Landlord.

**F. Certain Transfers.** For purposes of this Lease, the term "Transfer" shall also include the following, whether accomplished directly or indirectly: (i) if Tenant is a partnership, the withdrawal or change, voluntary, involuntary or by operation of law, of a majority of the partners, or a transfer of a majority of partnership interests, in the aggregate on a cumulative basis, or the dissolution of the partnership, and (ii) if Tenant is a closely held corporation (i.e., whose stock is not publicly held and not traded through an exchange or over the counter), the: (a) dissolution, merger, consolidation or other reorganization of Tenant, (b) sale or other transfer of more than a cumulative aggregate of fifty percent (50%) of the voting shares of Tenant (other than to immediate family members by reason of gift or death) or (c) sale, mortgage, hypothecation or pledge of more than a cumulative aggregate of fifty percent (50%) of Tenant's net assets.

## ARTICLE 19

### RIGHTS RESERVED BY LANDLORD

Except to the extent expressly limited herein, Landlord reserves full rights to control the Center including more particularly, but without limitation, the following rights:

**A. Access to Premises.** Landlord and its authorized representatives may: (i) inspect the Premises, (ii) exhibit the Premises to current and prospective tenants, purchasers, lenders, insurers, governmental authorities, and brokers, (iii) place in and upon the Premises or such other places as may be determined by Landlord "For Rent" signs or notices if Tenant shall abandon or vacate the Premises, or at any time during the last one hundred twenty (120) days of the Term, (iv) enter or permit entry to the Premises in emergencies or for any other reasonable purpose, or for the purpose of exercising any other rights or remedies expressly granted or reserved to Landlord under this Lease or applicable Law, or to make any repairs, maintenance, improvements or alterations, or other work in or about the Center, and (v) in connection therewith, erect scaffolding and temporary barricades and take into, upon or through the Premises, materials required to perform the same, and if reasonably required, move Tenant's leasehold improvements, fixtures, property and equipment. However, in connection with entering the Premises to exercise any of the foregoing rights, Landlord shall take reasonable steps to minimize any interference with Tenant's business, and following completion of the work, return Tenant's leasehold improvements, fixtures, property and equipment to the original locations and condition to the fullest extent reasonably possible.

**B. Reserved Areas.** Landlord reserves all rights to use (or grant other parties the right to use) and Tenant shall have no right, title or interest in: (i) the roof of the Center, (ii) exterior portions of the Premises (including, without limitation, demising walls and outer walls of the area of the Center in which the Premises are located), (iii) air rights above the Premises and rights to the land and improvements below the floor level of the Premises, and (iv) areas within the Premises necessary for utilities, services, safety and operation of the Center that will not materially interfere with Tenant's use of the Premises, including the Systems and Equipment, fire stairways, and space between the suspended ceiling of the Premises and the slab of the floor or roof of the Center thereabove. If the Premises does not contain a suspended ceiling, the Premises shall extend vertically to the height where, in Landlord's reasonable opinion, a suspended ceiling would otherwise exist, and Landlord reserves the right to install a suspended ceiling and use the area thereabove.

**C. Remeasurement.** Landlord reserves the right to remeasure the Premises at any time prior to the end of the second Lease Year. All measurements shall be made from the outside of exterior walls, shaft walls or corridors or the center of any common walls, without deduction for columns, stairs or other interior construction or equipment, and shall include any basements and mezzanines in the Premises. If any remeasurement determines that the Premises contain a different number of square feet than set forth in Article 1, the Minimum Rent, Center Expenses, Taxes, and Security Deposit shall be adjusted retroactively and prospectively on a pro rata basis to reflect the number of square feet determined by such remeasurement. Upon either party's request, the revised square footage shall be confirmed in an amendment to this Lease signed by both parties.

**D. Access to Center.** Landlord may prevent or restrict access to the Center or designated portions thereof by such security procedures as Landlord may from time to time impose on days and hours when the Center is, or portions thereof are, closed for business to the public. Landlord reserves the right to control, prevent access by and remove, any person whose presence in the judgment of Landlord shall be prejudicial to the safety, character, reputation and interests of the Center, or who in the judgment of Landlord, is intoxicated or under the influence of liquor or a controlled substance.

**E. Emergency Closings.** Landlord shall have the right (but not the obligation) to limit or prevent access to all or any portion of the Center, shut down elevator and escalator service, activate emergency controls or procedures, or otherwise take such action or preventive measures deemed necessary by Landlord for the safety of tenants or other occupants of the Center or the protection of the Center or other property located thereon or therein, in case of fire or other casualty, riot or other civil disorder, strike or labor unrest, public excitement or other dangerous condition, or threat thereof.

**F. Other Tenants.** Landlord reserves the right to lease any portion of the Center to such other tenants as Landlord, in Landlord's sole discretion, deems appropriate, whether or not engaged in the same or similar business for which Tenant is permitted to use the Premises under this Lease. Tenant acknowledges that Landlord has made no representations as to the presence of any specific tenant or number or types of tenants at the Center as of or after the Commencement Date, hours or days that such other tenants shall or may be open for business. A vacation or abandonment of its premises or cessation of business in the Center by any other tenant or occupant shall not release or excuse Tenant from Tenant's obligations under any provision of this Lease.

**G. Changes to the Center.** Landlord reserves the right to: (i) change the name of the Center and the address or designation of the Premises or the building in which the Premises are located, (ii) install, maintain, alter and remove signs on or about the exterior and interior of the Center, (iii) add land, easements or other interests to or eliminate the same from the Center, and grant easements and other interests and rights in the Center to other parties, (iv) add, alter, expand, reduce, eliminate, relocate or change the shape, size, location, character, design, appearance, use, number or height of any permanent or temporary buildings, structures, improvements, surface parking, subterranean and multiple level parking decks, kiosks, planters, pools, waterfalls, parking areas, driveways, landscaped areas and other Common Areas, change the striping of parking areas and direction and flow of traffic, and convert Common Areas to leasable areas and leasable areas to Common Areas, (v) enclose any areas, or remove any such enclosure, or add one or more additional levels or stories to the Center or any portion thereof, whether or not the Premises is contained therein, and add structural support columns that may be required within the Premises or Common Areas, (vi) relocate any HVAC equipment serving the Premises installed on the roof or other area outside the Premises if Landlord constructs an additional story or level or otherwise alters the Center, and (vii) in connection with the foregoing matters, or with any other inspections, repairs, maintenance, improvements or alterations in or about the Center, or as a result of any casualty, incident, strike, condemnation, act of God, Law or governmental requirement or request, or any other cause, erect scaffolding, barricades, and other structures reasonably required in, or otherwise close, Common Areas or portions thereof, including but not limited to public entry ways and areas, restrooms, stairways, escalators, elevators and corridors. However, in connection with exercising such rights, Landlord shall: (a) take reasonable steps to minimize or avoid any denial of access to the Premises except when necessary on a temporary basis, (b) take reasonable steps to avoid materially changing the configuration or reducing the square footage of the Premises, unless required by laws or other causes beyond Landlord's reasonable control (and in the event of any permanent material reduction, the Minimum Rent, Center Expenses, and Taxes shall be proportionately reduced), (c) at Landlord's expense, move Tenant's entrance doorway if access thereto is materially impaired, and (d) if Landlord enters the premises in connection with any of the foregoing matters, comply with Paragraph A above.

**H. Termination or Relocation.** Landlord reserves the right to terminate this Lease if Landlord determines that such termination is required in order to demolish or substantially renovate or change the use or character of the Center or the building or portion thereof in which the Premises is located, provided: (i) Landlord shall give Tenant at least ninety (90) days prior notice, and (ii) Landlord shall pay the direct, out-of-pocket, reasonable expenses of Tenant in moving from the Premises to any other location of Tenant within five (5) miles thereof, and an amount equal to the unamortized costs of Tenant's improvements and non-removable fixtures in the Premises on the effective termination date using straight-line amortization over ten (10) years. Landlord also reserves the right to substitute for the Premises other premises (herein referred to as the "new premises") at the Center, provided: (a) the new premises shall be similar to the Premises in square footage, and Landlord shall improve or reimburse Tenant's direct, out-of-pocket reasonable expenses of improving the new premises so that it is substantially similar to the Premises, (b) Landlord shall give Tenant at least thirty (30) days notice before making such change, and the parties shall request the same, and (c) if Tenant shall already have taken possession of the Premises, Landlord shall pay the direct, out-of-pocket, reasonable expenses of Tenant in moving from the Premises to the new premises. Landlord may also terminate this Lease if any rent control law or ordinance is enacted which requires reductions in any Rent payable hereunder or which prohibits, or reduces the amount of, any increase in rent provided for in this Lease.

## ARTICLE 20

### LANDLORD'S REMEDIES

**A. Default.** The occurrence of any one or more of the following events shall constitute a "Default" by Tenant and shall give rise to Landlord's remedies set forth in Paragraph (B), below: (i) failure to make any payment of Rent when due, unless such failure is cured within five (5) days after notice; (ii) failure to observe or perform any term or condition of this Lease other than the payment of Rent, unless such failure is cured within any period of time following notice expressly provided in other Articles hereof, or otherwise within a reasonable time, but in no event more than fifteen (15) days following notice (or such additional time as may be required due to Unavoidable Delays as described in Article 26), and (iii) (a) making by Tenant or any guarantor of this Lease ("Guarantor") of any general assignment for the benefit of creditors, (b) filing by or against Tenant or any arrangement under any Law relating to bankruptcy or insolvency (unless, in the case of a petition filed against Tenant or such Guarantor, the same is dismissed within sixty (60) days), (c) appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located in the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days, (d) attachment, execution or other judicial seizure of substantially all of Tenant's assets located on the Premises or of Tenant's interest in this Lease, (e) Tenant's or any Guarantor's convening of a meeting of its creditors or any class thereof for the purpose of an inability to pay its debts as they mature, or (g) a violation by Tenant or any affiliate of Tenant under any other lease or agreement with Landlord relating to the Center which is not cured within the time permitted for cure thereunder. Failure by Tenant to comply with the same term or condition of this Lease on two occasions during any twelve-month period, at Landlord's option, to constitute an Incurable Default. The notice and cure periods provided herein are in lieu of, and not in addition to, any notice and cure periods provided by Law; provided, Landlord may at any time and from time to time elect to comply with such notice and cure periods as may be provided by law in lieu of the notice and cure periods provided herein.

**B. Remedies.** If a Default occurs, Landlord shall have the rights and remedies hereinafter set forth to the extent permitted by Law, which shall be distinct, separate and cumulative with and in addition to any other right or remedy allowed under any Law or other provisions of this Lease;

(1) Landlord may terminate Tenant's right of possession, reenter and repossess the Premises by detainer suit, summary proceedings or other lawful means, with or without terminating this Lease (and if applicable Law permits, and Landlord shall not have expressly terminated this Lease in writing, any such action shall be deemed a termination of Tenant's right to possession only). In such event, Landlord may recover from Tenant: (i) any unpaid Rent as of the termination date, (ii) the amount by which: (a) any unpaid Rent which would have accrued after the termination date during the balance of the Term exceeds (b) the

reasonable rental value of the Premises under a lease substantially similar to this Lease for the balance of the Term, taking into account among other things, the condition of the Premises, market conditions and the period of time the Premises may reasonably remain vacant before Landlord is able to re-lease the same to a suitable replacement tenant, and Costs of Reletting (as defined in Paragraph I below) that Landlord may incur in order to enter such replacement lease, and (iii) any other amounts necessary to compensate Landlord for all damages proximately caused by Tenant's failure to perform its obligations under this Lease. For purposes of computing the amount of Rent herein that would have accrued after the termination date, Tenant's obligations for Taxes and Center Expenses shall be projected, based upon the average rate of increase, if any, in such items from the Commencement Date through the termination date. The amounts computed in accordance with the foregoing subclauses (a) and (b) shall both be discounted in accordance with accepted financial practice at the rate of four percent (4%) per annum to the then present value.

(2) Landlord may terminate Tenant's right of possession, reenter and repossess the Premises by detainer suit, summary proceedings or other lawful means, with or without terminating this Lease (and if applicable Law permits, and Landlord shall not have expressly terminated this Lease in writing, any such action shall be deemed a termination of Tenant's right of possession only). In such event, Landlord may recover from Tenant: (i) any unpaid Rent as of the date possession is terminated, (ii) any unpaid Rent which accrues during the Term from the date possession is terminated through the time of judgment (or which may have accrued from the time of any earlier judgment obtained by Landlord), less any consideration received from replacement tenants as further described and applied pursuant to Paragraph I, below, and (iii) any other amounts necessary to compensate Landlord for all damages proximately caused by Tenant's failure to perform its obligations under this Lease, including without limitation, all Costs of Reletting (as defined in paragraph I). Tenant shall pay any such amounts to Landlord as the same accrue or after the same have accrued from time to time upon demand. At any time after terminating Tenant's right to possession as provided herein, Landlord may terminate this Lease as provided in clause (1) above by written notice to Tenant, and Landlord may pursue such other remedies as may be available to Landlord under this Lease or applicable Law.

C. **Mitigation of Damages.** If Landlord terminates this Lease or Tenant's right to possession, Landlord shall have no obligation to mitigate Landlord's damages except to the extent required by applicable Law. If Landlord has not terminated this Lease or Tenant's right to possession, Landlord shall have no obligation to mitigate under any circumstances and may permit the Premises to remain vacant or abandoned. If Landlord is required by applicable Law to mitigate damages under this Lease: (i) Landlord shall be required only to use reasonable efforts to mitigate, which shall not exceed such efforts as Landlord generally uses to lease other space at the Center, (ii) Landlord will not be deemed to have failed to mitigate if Landlord leases any other portions of the Center before reletting all or any portion of the Premises, and (iii) any failure to mitigate as described herein with respect to any period of time shall only reduce the Rent and other amounts to which Landlord is entitled hereunder by the reasonable rental value of the Premises during such period, taking into account the factors described in clause B(1), above. In recognition that the value of the Center depends on the rental rates and terms of leases therein, Landlord's rejection of a prospective replacement tenant based on an offer of rentals below Landlord's published rates for new leases of comparable space at the Center at the time in question, or at Landlord's option, below the rates provided in this Lease, or containing terms less favorable than those contained herein, shall not give rise to a claim by Tenant that Landlord failed to mitigate Landlord's damages.

D. **Reletting.** If this Lease or Tenant's right to possession is terminated, or Tenant vacates or abandons the Premises, Landlord may: (i) enter and secure the Premises, change the locks, install barricades, remove any improvements, fixtures or other property of Tenant therein, perform any decorating, remodeling, repairs, alterations, improvements or additions and take such other actions as Landlord shall determine in Landlord's sole discretion to prevent damage or deterioration to the Premises or prepare the same for reletting, and (ii) relet all or any portion of the Premises (separately or as part of a larger space), for any rent, use or period of time (which may extend beyond the Term hereof), and upon any other terms as Landlord shall determine in Landlord's sole discretion, directly or as Tenant's agent (if permitted or required by applicable Law). The consideration received from such reletting shall be applied pursuant to the terms of Paragraph I hereof, and if such consideration, as so applied, is not sufficient to cover all Rent and damages to which Landlord may be entitled hereunder, Tenant shall pay any deficiency to Landlord as the same accrues or after the same has accrued from time to time upon demand, subject to the other provisions hereof.

E. **Specific Performance, Collection of Rent and Acceleration.** Landlord shall at all times have the right without prior demand or notice except as required by applicable Law to: (i) seek any declaratory, injunctive or other equitable relief, and specifically enforce this Lease or restrain or enjoin a violation of any provision hereof, and Tenant hereby waives any right to require that Landlord post a bond in connection therewith, and (ii) sue for and collect any unpaid Rent which has accrued.

F. **Late Charges and Interest.** Tenant shall pay, as additional Rent, a service charge of 1.5% of minimum rent for bookkeeping and administrative expenses, if any portion of Rent is not received on or before the 10th day of each month. If Landlord rightfully issues a notice to Tenant that Tenant has violated this Lease, Tenant shall pay Landlord an additional service charge in the amount of One Hundred Dollars (\$100.00) therefor. In addition, any Rent not paid when due shall accrue interest from the due date at the Default Rate until payment is received by Landlord. Such service charges and interest payments shall not be deemed consent by Landlord to late payments, nor a waiver of Landlord's right to insist upon timely payments at any time, nor a waiver of any remedies to which Landlord is entitled as a result of the late payment of Rent.

G. **Landlord's Cure of Tenant Defaults.** If Tenant fails to perform any obligation under this Lease for five (5) days after notice thereof by Landlord (except that no notice shall be required in emergencies), Landlord shall have the right (but not the duty), to perform such obligation on behalf and for the account of Tenant. In such event, Tenant shall reimburse Landlord upon demand, as additional Rent, for all expenses incurred by Landlord in performing such obligation together with an amount equal to fifteen percent (15%) thereof for Landlord's overhead, and interest thereon at the Default Rate from the date such expenses were incurred. Landlord's performance of Tenant's obligations hereunder shall not be deemed a waiver or release of Tenant therefrom.

H. **Bad Rent Checks.** Tenant shall pay as additional rent, a service charge of One Hundred Dollars (\$100.00) for any insufficient funds checks. If during the Term, as it may be extended, Landlord receives two (2) or more checks from Tenant which are returned by Tenant's bank for insufficient funds, Landlord may require that all checks thereafter be bank certified or cashier's checks (without limiting Landlord's other remedies). All bank service charges resulting from any bad checks shall be borne by Tenant.

I. **Other Matters.** No re-entry or repossession, repairs, changes, alterations and additions, reletting, acceptance of keys from Tenant, or any other action or omission by Landlord shall be construed as an election by Landlord to terminate this Lease or Tenant's right to possession, or accept a surrender of the Premises, nor shall the same operate to release the Tenant in whole or in part from any of the Tenant's obligations hereunder, unless express written notice of such intention is sent by Landlord or its agent to Tenant. Landlord may bring suits for amounts owed by Tenant hereunder or any portions thereof, as the same accrue or after the same have accrued, and no suit or recovery of any portion due hereunder shall be deemed a waiver of Landlord's right to collect all amounts to which Landlord is entitled hereunder, nor shall the same serve as any defense to any subsequent suit brought for any amount not theretofore reduced to judgment. Landlord may pursue one or more remedies against Tenant and need not make an election of remedies until findings of fact are made by a court of competent jurisdiction. All rent and other consideration paid by any replacement tenants shall be applied, at Landlord's option: first, to the Costs of Reletting, second, to the payment of all costs of enforcing this Lease against Tenant or any Guarantor, third, to the payment of all interest and service charges accruing hereunder, fourth, to the payment of Rent theretofore accrued, and the residue, if any, shall be held by Landlord and applied to the payment of other obligations of Tenant to Landlord as the same become due (with any remaining residue to be retained by Landlord). "Costs of Reletting" shall include without limitation, all reasonable costs and expenses incurred by Landlord for any repairs, maintenance, changes, alterations and improvements to the Premises (whether to prevent damage or to prepare the Premises for reletting), brokerage commissions, advertising costs, attorneys' fees, any economic incentives given to enter leases with replacement tenants, and costs of collecting rent from replacement tenants. Landlord shall be under no obligation to observe or perform any provision of this Lease on its part to be observed or performed which accrued after the date of any Default by Tenant. The times set forth herein for the curing of violations by Tenant are of the essence of this Lease. Tenant hereby irrevocably waives any right otherwise available under any Law to redeem or reinstate this Lease or Tenant's right to possession after this Lease or Tenant's right of possession is terminated based on a Default by Tenant.

#### ARTICLE 21

##### LANDLORD'S RIGHT TO CURE

If Landlord shall fail to perform any obligation under this Lease required to be performed by Landlord, Landlord shall not be deemed to be in default hereunder nor subject to claims for damages of any kind, unless such failure shall have continued for a period of thirty (30) days after written notice thereof by Tenant or such additional time as may be required due to Unavoidable Delays. If Landlord shall fail to cure within the time permitted for cure herein, Landlord shall be subject to such claims for damages and remedies as may be available to Tenant (subject to the other provisions of this Lease); provided, Tenant shall have no right of self-help to perform repairs or any other obligation of Landlord, and shall have no right to withhold, set off, or abate Rent.

#### ARTICLE 22

##### INDEMNIFICATION

Except to the extent arising from the intentional or grossly negligent acts of Landlord or Landlord's agents or employees, Tenant shall defend, indemnify and hold harmless Landlord from and against any and all claims, demands, liabilities, damages, judgments, orders, decrees, actions, proceedings, fines, penalties, costs and expenses, including without limitation, court costs and attorneys' fees arising from or relating to any violation of Law, loss of life, diminution in value of the Center, damage or injury to persons, property or business occurring in, about or from the Premises, or directly or indirectly caused by or in connection with any violation of this Lease or use of the Premises or Center by, or any other act or omission of, Tenant, any other occupant of the Premises, or any of their respective agents, employees, invitees or contractors. Without limiting the generality of the foregoing, Tenant specifically acknowledges that the indemnity undertaking herein shall apply to claims in connection with or arising out of any "Work" as described in Article 6, the use or consumption of any utilities in the Premises under Article 8, any repairs or other work by or for Tenant under Article 9 and the transportation, use, storage, maintenance, generation, manufacturing, handling, disposal, release or discharge of any "Hazardous Material" as described in Article 24 (whether or not such matters shall have been theretofore approved by Landlord), except to the extent that any of the same arises from the intentional or grossly negligent acts of Landlord or Landlord's agents or employees.

#### ARTICLE 23

##### SAFETY AND SECURITY DEVICES, SERVICES AND PROGRAMS

Landlord shall have no obligation to provide any safety or security devices, services or programs for Tenant or the Center and shall have no liability for failure to provide the same or for inadequacy of any measures provided. However, Landlord may institute or continue such safety or security devices, services and programs as Landlord in its sole discretion deems necessary. The costs and expenses of instituting and maintaining such devices, services and programs shall be borne by Tenant as a part of Center Expenses, or as a separate, additional charge to Tenant based on Tenant's Proportionate Share or such other reasonable factors as Landlord shall determine. The parties acknowledge that safety and security devices, services and programs provided by Landlord, if any, while intended to deter crime and enhance safety, may not in given instances prevent theft or other injurious acts or ensure safety of parties or property. The risk that any safety or security device, service or program may not be effective, or may malfunction, or be circumvented, is assumed by Tenant with respect to Tenant's property and interests, and Tenant shall obtain insurance coverage to the extent Tenant desires protection against such acts and other losses, beyond that described in Article 11. Tenant agrees to cooperate in any safety or security program developed by Landlord or required by Law.

#### ARTICLE 24

##### HAZARDOUS MATERIALS

A. Tenant shall not transport, use, store, maintain, generate, manufacture, handle, dispose, release or discharge any "Hazardous Material" (as defined below) upon or about the Center, or permit Tenant's employees, agents, contractors, invitees and other occupants of the Premises to engage in such activities upon or about the Center. However, the foregoing provisions shall not

prohibit the transportation to and from, and use, storage, maintenance and handling within, the Premises of substances customarily used in the business or activity expressly permitted to be undertaken in the Premises under Article 1, provided: (i) such substances shall be used and maintained only in such quantities as are reasonably necessary for such permitted use of the Premises and the ordinary course of Tenant's business therein, strictly in accordance with applicable Law, highest prevailing standards, and the manufacturers' instructions therefor, (ii) such substances shall not be disposed of, released or discharged in the Center, and shall be transported to and from the Premises in compliance with all applicable Laws, and as Landlord shall reasonably require, (iii) if any applicable Law or Landlord's trash removal contractor requires that any such substances be disposed of separately from ordinary trash, Tenant shall make arrangements at Tenant's expense for such disposal directly with a qualified and licensed disposal company at a lawful disposal site (subject to scheduling and approval by Landlord), (iv) any remaining such substances shall be completely, properly and lawfully removed from the Center upon expiration or earlier termination of this Lease, and (v) for purposes of removal and disposal of any such substances, Tenant shall be named as the owner and generator, obtain a waste generator identification number, and execute all permit applications, manifests, waste characterization documents and any other required forms.

B. Tenant shall promptly notify Landlord of: (i) any enforcement, cleanup or other regulatory action taken or threatened by any governmental or regulatory authority with respect to the presence of any Hazardous Material on the Premises or the migration thereof from or to other property, (ii) any demands or claims made or threatened by any party relating to any loss or injury resulting from any Hazardous Material on the Premises, (iii) any release, discharge or nonroutine, improper or unlawful disposal or transportation of any Hazardous Material on or from the Premises or in violation of this Article, and (iv) any matters where Tenant is required by Law to give a notice to any governmental or regulatory authority respecting any Hazardous Material on the Premises. Landlord shall have the right (but not the obligation) to join and participate, as a party, in any legal proceedings or actions affecting the Premises initiated in connection with any environmental, health or safety Law. At such times as Landlord may reasonably request, Tenant shall provide Landlord with a written list, certified to be true and complete, identifying any Hazardous Material then used, stored, or maintained upon the Premises, the use and approximate quantity of each such material, a copy of any material safety data sheet ("MSDS") issued by the manufacturer therefor, and such other information as Landlord may reasonably require or as may be required by Law. The term "Hazardous Material" for purposes hereof shall mean any chemical, substance, material or waste or component thereof which is now or hereafter listed, defined or regulated as a hazardous or toxic chemical, substance, material or waste or component thereof by any federal, state or local governing or regulatory body having jurisdiction, or which would trigger any employee or community "right-to-know" requirements adopted by any such body, or for which any such body has adopted any requirements for the preparation or distribution of an MSDS.

C. If any Hazardous Material is released, discharged or disposed of by Tenant or any other occupant of the Premises, or their employees, agents or contractors, on or about the Center in violation of the foregoing provisions, Tenant shall immediately, properly and in compliance with applicable Laws clean up and remove the Hazardous Material from the Center and any other affected property and clean or replace any affected personal property (whether or not owned by Landlord), at Tenant's expense (without limiting Landlord's other remedies therefor). Such clean up and removal work shall be subject to Landlord's prior written approval (except in emergencies), and shall include, without limitation, any testing, investigation, and the preparation and implementation of any remedial action plan required by any court or governmental body having jurisdiction or reasonably required by Landlord. If Landlord or any Lender or governmental body arranges for any tests or studies showing that this Article has been violated, Tenant shall pay for the costs of such tests. If any Hazardous Material is released, discharged or disposed of on or about the Center and such release, discharge or disposal is not caused by Tenant or other occupants of the Premises, or their employees, agents or contractors, such release, discharge or disposal shall be deemed casualty damage under Article 12 to the extent that the Premises is affected thereby; in such cases, Landlord and Tenant shall have the obligations and rights respecting such casualty damage provided under such Article.

## ARTICLE 25

### CAPTIONS AND SEVERABILITY

The captions of the Articles and Paragraphs of this Lease are for convenience of reference only and shall not be considered or referred to in resolving questions of interpretation. If any term or provision of this Lease or portion thereof shall be found invalid, void, illegal, or unenforceable generally or with respect to any particular party, by a court of competent jurisdiction, it shall not affect, impair or invalidate any other terms or provisions or the remaining portion thereof, or its enforceability with respect to any other party.

## ARTICLE 26

### DEFINITIONS

A. "Center" shall mean the building and/or units therein, or structure in which the Premises is located and any other buildings or structures owned or ground leased by Landlord from time to time and operated in conjunction therewith, whether or not shown on Exhibit A hereto, together with the Common Areas, and all parcels or tracts of land owned or ground leased by Landlord from time to time on which all or any portion of the foregoing items are located thereon or therein and used in connection therewith.

B. "Center Expenses" shall mean all expenses, costs and amounts of every kind and nature which Landlord shall pay during any calendar year, any portion of which occurs during the Term in connection with the management, repair, maintenance, replacement, insurance and operation of the Center, including without limitation, any amounts paid for: (a) utilities, including but not limited to electricity, power, gas, steam, oil or other fuel, water, sewer, lighting, heating, air conditioning and ventilating, (b) permits, licenses and certificates necessary to operate and manage the Center, (c) insurance applicable to the Center, which may include without limitation, commercial liability insurance for personal injury, death, property damage, defamation and false arrest, "all risk" insurance on the Center, including without limitation, earthquake, flood, boiler and rent loss coverage, automobile, worker compensation and employer liability insurance, (d) supplies, materials, tools, equipment, and vehicles used in the operation, repair, maintenance and security, floor care and cleaning, landscaping and other services for the Center, including rental, installment purchase and financing agreements therefor and interest thereunder, (e) accounting, legal, inspection, consulting and other services, (f) wages, salaries, bonuses, and other compensation and benefits for any on-site manager and personnel and all other parties engaged in the operation, maintenance or security of the Center, and employer's Social Security taxes, unemployment taxes or insurance, and any

other taxes which may be levied on such wages, salaries, compensation and benefits, data or payroll processing expenses relating thereto, and the fair rental value of any on-site office space provided to such personnel, (g) payments under any easement, operating agreement, declaration, restrictive covenant, or instrument pertaining to the sharing of costs in any development of which the Center is part, (h) alarm monitoring and security service, janitorial service, trash removal, removal of ice and snow (and salting and sanding in connection therewith), (i) parking surcharges or fees that may result from any environmental or other Law or guideline, and the cost of obtaining, providing and operating public transportation to shuttle bus systems to bring customers, or the cost of obtaining, providing and operating public transportation or shuttle bus systems to bring customers or workers to or from the Center if required by such Laws or guidelines, or if otherwise deemed desirable by Landlord, (j) the costs of operating and maintaining any on-site office at the Center, including without limitation, telephone charges, postage, stationery and photocopying expenses, (k) music programs and equipment, whether rented or purchased, (l) telephone directory listings for the Center, (m) appropriate reserves for operation of the Center and for covering uninsured portions, including deductible amounts, of casualty damage and general liability claims relating to the Center, (n) operation, maintenance, repair, installation, replacement, inspection, testing, painting, decorating and cleaning of: (i) elevators, escalators, fire exits and stairways, (ii) sidewalks, curbs, gutters, guardrails, bumpers, fences, flagpoles, flags, banners, bicycle racks, Center identification and pylon signs, directional signs, traffic signals and markers, including those located off-site but installed for the benefit of the Center, (iii) parking structures, parking lots, loading and service areas and driveways (including sweeping, cleaning, re-stripping, repairing, sealing, re-surfacing and replacement), (iv) storm and sanitary drainage systems, including disposal plants, lift stations and detention ponds and basins, (v) irrigation systems, (vi) any Systems and Equipment, (vii) interior and exterior planting, replanting and replacement of flowers, shrubbery, plants, trees, grass, sod and other landscaping, (viii) all portions of buildings, both interior exterior, in the Center, including without limitation, Common Areas and fixtures, equipment and other items therein or thereon, including but not limited to floors, floor coverings, corridors, ceilings, foundations, walls, well-coverings, restrooms, lobbies, canopies, skylights, trash and ash cans and receptacles, trash compactors, planters, waterfalls, fountains, pools, benches, furniture, doors, locks and hardware, windows, glass and glazing, (ix) gutters and downspouts, roof flashings and roofs (including repairs and replacements), and (o) an amount equal to fifteen percent (15%) of all of the foregoing costs and expenses as a liquidation of Landlord's off-site overhead (which amount shall be in addition to the compensation and related expenses for the on-site manager and personnel and other aforementioned expenses). The foregoing provision is for definitional purposes only and shall not be construed to impose any obligation upon Landlord to incur such expenses. Landlord reserves the right to: (x) determine and bill Tenant's Proportionate Share of insurance costs relating to the Center separately from other Center Expenses, and (y) include Taxes attributable to the Common Areas as a part of Center Expenses rather than determining and billing the same separately. Notwithstanding the foregoing, Center Expenses shall not, however, include:

(i) interest and amortization on Mortgages, and other debt costs or ground lease payments, if any, except as provided herein; depreciation of buildings and other improvements, repairs or alterations to spaces leased to other tenants; the cost of providing any service directly to and paid directly to and paid directly by, any tenant; costs of any items to the extent Landlord receives reimbursement from insurance proceeds or from a third party (such proceeds to be deducted from Center Expenses in the year in which received); and

(ii) capital expenditures, except those: (a) made primarily to reduce Center Expenses, or to comply with any Laws or other governmental requirements, or (b) for repairs or replacements (as opposed to additions or new improvements, except that Landlord shall be permitted to include new improvements involving pylon or other signs for the Center or the upgrading or addition of lights in the parking and other Common Areas); provided, all such permitted capital expenditures (together with reasonable finance charges) shall be amortized for purposes of this Lease over three (3) years. Tenant shall be responsible for Tenant's Proportionate Share of such permitted amortization of capital expenditures during the Term, including any remaining amortization of permitted capital expenditures made prior to the Commencement Date.

C. "Common Areas" shall have the meaning specified therefor in Article 10.

D. "CPI" shall mean the Consumer Price Index for All Urban Consumers, All Items (Base year 1982=100) published by the United States Department of Labor, Bureau of Labor Statistics, All City Average. If the Bureau of Labor Statistics substantially revises the manner in which the CPI is determined, an adjustment shall be made in the revised Index which would produce results equivalent, as nearly as possible, to those which would be obtained hereunder if the CPI were not so revised. If the CPI becomes unavailable to the public because publication is discontinued, or otherwise, Landlord shall substitute therefor a comparable index based upon changes in the cost of living or purchasing power of the consumer dollar published by a governmental agency, major bank, other financial institution, university or recognized financial publisher.

E. "Default Rate" shall mean eighteen percent (18%) per annum, or the highest rate permitted by applicable Law, whichever shall be less.

F. "HVAC" shall mean heating, ventilating and air-conditioning.

G. "Landlord" and "Tenant" shall be applicable to one or more parties as the case may be, and the singular shall include the plural, and the neuter shall include the masculine and feminine; and if there be more than one, the obligations thereof shall be joint and several. For purposes of any provisions indemnifying or limiting the liability of Landlord, the term "Landlord" shall include Landlord's present and future partners, beneficiaries, trustees, officers, directors, employees, shareholders, principals, Lenders, agents, affiliates, successors and assigns.

H. "Law" or "Laws" shall mean all federal, state, county and local governmental and municipal laws, statutes, ordinances, rules, regulations, codes, decrees, orders and other such requirements, applicable equitable remedies and decisions by courts in cases where such decisions are binding precedents in the state in which the Center is located, and decisions of federal courts applying the Laws of such state.

I. "Lease Year" shall mean each calendar year or portion thereof during the Term, and any initial or final partial years are sometimes referred to herein as "Partial Lease Years"; provided, Landlord reserves the right to change the "Lease Year" to each consecutive twelve-month period commencing on the Commencement Date or such other date as Landlord shall designate by notice to Tenant.

J. "Lender" shall mean the holder of any Mortgage at the time in question, and where such Mortgage is a ground lease, such term shall refer to the ground lessor.

K. "Mortgage" shall mean all mortgages, deeds of trust, ground leases and other such encumbrances now or hereafter placed upon the Center or any part thereof, and all renewals, modifications, consolidations, replacements or extensions thereof, and all indebtedness now or hereafter secured thereby and all interest thereon.

L. "Rent" shall have the meaning specified therefor in Article 3.

M. "Systems and Equipment" shall mean any plant, machinery, transformers, ducts, cables, wires and other equipment, facilities, and systems designed to supply light, heat, ventilation, air conditioning and humidity or any other services or utilities or comprising or serving as any component or portion of any electrical, gas, steam, plumbing, water, sewer, sprinkler, communications, alarm, security, or fire/life/safety systems or equipment, or any other mechanical, electrical, electronic, computer or other systems or equipment for the Center, except to the extent that any of the same serves any tenant exclusively or is subject to share tenant use as described in Article 9.

N. "Taxes" shall mean all federal, state, county, or local governmental, special district, improvement district, municipal or other political subdivision taxes, fees, levies, assessments, charges or other impositions of every kind and nature, whether foreseen or unforeseen, general, special, ordinary or extraordinary (unless required to be paid by Tenant under Article 3), respecting the Center, including without limitation, real estate and other ad valorem taxes, general and special assessments, interest on any special assessments paid in installments, transit taxes, water and sewer rents, taxes based upon the receipt of rent including, without limitation, gross receipts taxes applicable to the receipt of rent, personal property taxes imposed upon the fixtures, machinery, equipment, apparatus, Systems and Equipment, appurtenances, furniture and other personal property used in connection with the Center which Landlord shall pay during any calendar year, any portion of which occurs during the Term (without regard to any different fiscal year used by such government or municipal authority except as provided in Article 4). Notwithstanding the foregoing, Taxes shall not include excess profits taxes, franchise taxes, gift taxes, capital stock taxes, inheritance and succession taxes, estate taxes, federal and state income taxes, and other taxes to the extent applicable to Landlord's general or net income (as opposed to rents, receipts or income attributable to operations at the Center). If the method of taxation of real estate prevailing to the time of execution hereof shall be, or has been altered, so as to cause the whole or any part of the taxes now, hereafter or theretofore levied, assessed or imposed on real estate to be levied, assessed or imposed on Landlord, wholly or partially, as a capital levy or otherwise, or on or measured by the rents received therefrom, then such new or altered taxes attributable to the Center shall be included within the term "Taxes," except that the same shall not include any enhancement of said tax attributable to other income of Landlord. Tenant shall pay increased Taxes whether Taxes are increased as a result of increases in the assessment or valuation of the Center (whether based on a sale, change in ownership or refinancing of the Center or otherwise), increases in tax rates, reduction or elimination of any rollbacks or other deductions available under current law, scheduled reductions of any tax abatement, elimination, invalidity or withdrawal of any tax abatement, or for any other cause whatsoever. In addition, Landlord may include in Taxes any actual, out-of-pocket expenses incurred by Landlord in attempting to protest, reduce or minimize Taxes (including without limitation, fees for attorneys, appraisers and other experts) in the calendar year such expenses are paid.

O. "Tenant's Proportionate Share" shall be a fraction equal to the rentable square footage of the Premises set forth in Article 1 (as the same may be remeasured pursuant to Article 19) divided by the total square footage of all rentable floor space in the Center; provided Landlord may exclude from such rentable floor space of the Center, at Landlord's option, any portions of the Center: (i) not occupied and open for business during all or any portion of the subject year, (ii) leased to or used by other parties as storage areas, where such parties are not required to pay a full pro rata share of Center Expenses or Taxes, as the case may be, pursuant to a lease or other agreement with Landlord, and (iii) with respect to Taxes, areas of the Center for which separate Tax bills are received and which are the sole responsibility of separate parties pursuant to a lease or other agreement with Landlord; provided, Landlord shall also deduct from Center Expenses or Taxes, as the case may be, all amounts received from such excluded parties for Center Expenses or Taxes. If the Center shall be part of or shall include a group of buildings or structures collectively owned or managed by Landlord or its affiliates or shall include any space used for retail purposes, Landlord may determine separately and allocate Taxes or Center Expenses between such buildings and structures and the parcels on which they are located, and between the retail and non-retail areas of the Center, in accordance with sound accounting and management principles, in which event Tenant's Proportionate Share shall be based on the ratio of the rentable area of the Premises to the rentable floor space of the buildings, structures, or areas for which Landlord separately determines such Taxes or Center Expenses, subject to the adjustments set forth above.

P. "Unavoidable Delays" shall mean delays due to strikes, lockouts, labor troubles, inability to procure labor or materials or reasonable substitutes therefor, failure of power, governmental requirements, restrictions or Laws, fire or other casualty damage, war or civil disorder, or other causes beyond the reasonable control of the party delayed; provided, Unavoidable Delays hereunder shall not include delays resulting from changes in economic or market conditions, or financial or internal problems of the parties or problems that can be satisfied by the payment of money. As a condition to Tenant's right to claim an Unavoidable Delay, Tenant shall notify Landlord within seven (7) days after the delay occurs and on at least a weekly basis thereafter describing in reasonable detail the nature of and the status of Tenant's diligent efforts to end the delay.

## ARTICLE 27

### RULES

Tenant shall comply with all of the rules which are set forth in Rider One attached to this Lease, as the same may be amended or supplemented hereunder (the "Rules"). Landlord shall have the right, by notice to Tenant or by posting at the Center, to reasonably amend such Rules and supplement the same with other reasonable Rules relating to the Center or the promotion of safety, care, cleanliness or good order therein. Nothing herein shall be construed to give Tenant or any other party any claim against Landlord arising out of the violation of such Rules by any other tenant, occupant or visitor of the Center, or out of the enforcement, modification, or waiver of the Rules by Landlord in any particular instance.

## ARTICLE 28

### NO WAIVER

No provision of this Lease will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and Landlord's consent respecting any subsequent action. Acceptance of Rent by Landlord shall not constitute a waiver of any breach by Tenant of any term or provision of this Lease. No acceptance of a lesser amount than the Rent herein stipulated shall be deemed a waiver of Landlord's right to receive the full amount due, nor shall any endorsement or statement on any check or payment or any letter accompanying such check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the full amount due. The acceptance of Rent or of the performance of any other term or provision from any party other than Tenant, including any Transferee, shall not constitute a waiver of Landlord's right to approve any Transfer.

## ARTICLE 29

### ATTORNEYS' FEES, COUNTERCLAIMS, VENUE AND JURY TRIAL

If Landlord or any of its officers, directors, trustees, beneficiaries, partners, agents, affiliates or employees shall be made a party to any litigation commenced by or against Tenant and are not found to be at fault, Tenant shall pay all costs, expenses and reasonable attorneys' fees incurred by Landlord or any such party in connection with such litigation. Tenant shall also pay all costs, expenses and reasonable attorneys' fees that may be incurred by Landlord in successfully enforcing this Lease. IN THE INTEREST OF OBTAINING A SPEEDIER AND LESS COSTLY HEARING OF ANY DISPUTE, EACH OF LANDLORD AND TENANT HEREBY EXPRESSLY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER AND ANY RIGHTS TO A TRIAL BY JURY UNDER ANY STATUTE, RULE OF LAW OR PUBLIC POLICY IN CONNECTION WITH ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATING TO THIS LEASE, THE PREMISES OR THE CENTER. Although such jury waiver is intended to be self-operative and irrevocable, Landlord and Tenant each further agree, if requested, to confirm such waivers in writing at the time of commencement of any such action, proceeding or counterclaim. If Landlord commences any detainer suit, summary proceedings or other action seeking possession of the Premises, Tenant agrees not to interpose by consolidation of actions, removal to chancery or otherwise, any counterclaim, claim for set-off, recoupment or deduction of Rent, or other claim seeking affirmative relief of any kind (except as a mandatory or compulsory counterclaim which Tenant would forfeit if not so interposed). Any action or proceeding brought by either party against the other for any matter arising out of or in any way relating to this Lease, the Premises or the Center, shall be heard, at Landlord's option, in the County where the Center is located.

## ARTICLE 30

### PERSONAL PROPERTY TAXES

Tenant shall pay before delinquent all taxes, assessments, license fees, charges or other governmental impositions assessed against or levied or imposed upon Tenant's business operations, Tenant's leasehold interest, or based on Tenant's use or occupancy of the Premises, or Tenant's fixtures, furnishings, equipment, leasehold improvements, and personal property located in the Premises (whether or not title shall have vested in Landlord pursuant to any provision hereof). Whenever possible, Tenant shall cause all such items to be assessed and billed separately from the property of Landlord and other parties. If any such items shall be assessed and billed with the property of Landlord or another party, Landlord shall include the same or an appropriate portion thereof in Center Expenses or shall reasonably allocate the same or an appropriate share thereof between Tenant and such other party (and Tenant shall promptly pay the amount so allocated to Tenant).

## ARTICLE 31

### CONVEYANCE BY LANDLORD AND LIABILITY

In case Landlord or any successor owner of the Center shall convey or otherwise dispose of any portion thereof in which the Premises is located to another party (and nothing herein shall be construed to restrict or prevent such conveyance or disposition), such other party shall thereupon be and become Landlord hereunder and shall be deemed to have fully assumed and be liable for all obligations of this Lease to be performed by Landlord which first arise after the conveyance, including the return of any Security Deposit. Tenant shall attorn to such other party, and Landlord or such successor owner shall, from and after the date of conveyance, be free of all liabilities and obligations hereunder not then incurred. The liability of Landlord to Tenant for any default by Landlord under this Lease or arising in connection herewith or with Landlord's operation, management, leasing, repair, renovation, alteration, or any other matter relating to the Center or the Premises, shall be limited to the interest of Landlord in the Center (and rental proceeds). Tenant agrees to look solely to Landlord's interest in the Center (and rental proceeds) for the recovery of any judgment against Landlord, and Landlord shall not be personally liable for any such judgment or deficiency after execution thereon. Under no circumstances shall any present or future general or limited partner of Landlord (if Landlord is a partnership), or trustee or beneficiary (if Landlord or any partner of Landlord is a trust) have any liability for the performance of Landlord's obligations under this Lease.

## ARTICLE 32

### NOTICES

Except as expressly provided to the contrary in this Lease, every notice, demand, or other communication given by either party to the other with respect hereto or to the Premises or Center shall be in writing and shall not be effective for any purpose unless the same shall be served personally or by national air courier service, or United States registered or certified mail, return receipt requested, postage prepaid, addressed, if to Tenant, at the address first set forth in the Lease, and if to Landlord, at the address at which the last payment of Rent was required to be made or such other address or addresses as Tenant or Landlord may from time to

time designate by notice given as above provided. Every notice or other communication hereunder shall be deemed to have been given as of the second business day following the date of such mailing or dispatch by national air courier service (or as of any earlier date evidenced by a receipt from such national air courier service or the United States Postage Service) or immediately if personally delivered. Notices not sent in accordance with the foregoing shall be of no force or effect until received by the foregoing parties at such addresses required herein.

#### ARTICLE 33

##### REAL ESTATE BROKERS

Tenant shall defend, indemnify and hold Landlord harmless from all damages, judgments, liabilities and expenses (including attorneys' fees) arising from any claims or demands of any broker, agent or finder with whom Tenant has dealt for any commission or fee alleged to be due in connection with its participation in the procurement of Tenant or the negotiation with Tenant of this Lease, other than a broker with whom Landlord has signed a written agreement relating to this Lease.

#### ARTICLE 34

##### SECURITY DEPOSIT

Tenant shall deposit with Landlord the amount set forth in Article 1 as a Security Deposit upon Tenant's execution and submission of this Lease. The Security Deposit shall serve as security for the prompt, full and faithful performance by Tenant of the terms and provisions of this Lease. If Tenant commits a Default, or owes any amount to Landlord upon the expiration of this Lease, Landlord may use or apply the whole or any part of the Security Deposit for the payment of Tenant's obligations hereunder. The use or application of the Security Deposit shall not prevent Landlord from exercising any other right or remedy available to Landlord and shall not be construed as liquidated damages. If the Security Deposit is reduced by such use or application, Tenant shall deposit with Landlord within ten (10) days after written notice, an amount sufficient to restore the full amount of the Security Deposit. In the event of bankruptcy or other insolvency proceeding against Tenant or Tenant's guarantor, the Security Deposit shall be deemed automatically applied to the payment of overdue Rent from the earliest time such Rent became overdue prior to the filing of such proceeding. Landlord shall not be required to keep the Security Deposit separate from Landlord's general funds or pay interest on the Security Deposit, except as required by Law. Any remaining portion of the Security Deposit shall be returned to Tenant within sixty (60) days after Tenant has vacated the Premises in accordance with Article 14.

#### ARTICLE 35

##### LANDLORD'S LIEN

As further security for Tenant's performance under this Lease, to the extent not expressly prohibited by applicable Law, Tenant hereby grants Landlord a lien and security interest in all existing and after-acquired property of Tenant placed in or relating to Tenant's business at the Premises, including but not limited to, accounts receivable, insurance proceeds, good will, contracts, intangibles, fixtures, equipment, inventory, furnishings and personal property, and all proceeds thereof, and all rents and other consideration from any Transfer. Notwithstanding the foregoing, Tenant may freely use, replace and dispose of such property (provided Tenant immediately replaces the same with similar property of comparable or better quality), and receive such rents and consideration, in the ordinary course of Tenant's business, until such time as Tenant shall commit a Default; upon such Default, Tenant's right to remove or use such property shall terminate, and all other parties shall be entitled to rely on written notification thereof given by Landlord without requiring any proof of such Default or any other matter. Tenant agrees to execute such financing statements, collateral assignment of rents and subleases, and other documents necessary to perfect a security interest, as Landlord may now or hereafter reasonably request in recordable form. Landlord may at its election at any time execute such a financing statement and collateral assignment as Tenant's agent and attorney-in-fact or file a copy of this Lease as such financing statement and collateral assignment. Landlord shall be entitled hereunder to all of the rights and remedies afforded a secured party under the Uniform Commercial Code or other applicable Law in addition to any landlord's lien and rights provided by applicable Law.

#### ARTICLE 36

##### MISCELLANEOUS

A. Each of the terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, guardians, custodians, successors and assigns, subject to the provisions of Article 18 respecting Transfers. However, if Tenant is an individual and dies or becomes incapacitated, Landlord reserves the right to terminate this Lease upon thirty (30) days advance notice to Tenant's legal representative.

B. Neither this Lease nor any memorandum of lease or short form lease shall be recorded by Tenant.

C. This Lease shall be construed in accordance with the Laws of the State of Illinois and the County in which the Center is located.

D. All obligations (including indemnity obligations) or rights of either party arising during or attributable to the period prior to expiration or earlier termination of this Lease shall survive such expiration or earlier termination, except as provided to the contrary in Article 31.

E. If the Commencement Date is delayed in accordance with Article 2 for more than one year, Landlord may declare this Lease terminated by notice to Tenant, and if the Commencement Date is so delayed for more than three years, this Lease shall thereupon be deemed terminated without further action by either party.

F. Landlord agrees that if Tenant timely pays the Rent and performs the terms and provisions hereunder, Tenant shall hold and enjoy the Premises during the Term, free of lawful claims by any party acting by or through Landlord, subject to all other terms and provisions of this Lease.

G. The parties agree that they intend hereby to create only the relationship of landlord and tenant. No provision hereof, or act of either party hereunder, shall be construed as creating the relationship of principal and agent, or as creating a partnership, joint venture or other enterprise, or render either party liable for any of the debts or obligations of the other party, except under any indemnity provisions of this Lease.

H. Tenant acknowledges that any site or lease plan of the Center attached as an Exhibit hereto shall not be deemed a representation, warranty or agreement by Landlord respecting the Center or any other matter shown thereon other than the approximate location of the Premises.

I. If applicable Laws require that this Lease be in the form of a deed, this Lease shall be deemed a deed of lease for all purposes, and Landlord shall be deemed to have granted and demise the Premises to Tenant for the Term hereof, subject to the other terms and provisions contained herein.

#### ARTICLE 37

##### OFFER

The submission and negotiation of this Lease shall not be deemed an offer to enter the same by Landlord, but the solicitation of such an offer by Tenant. Tenant agrees that its execution of this Lease constitutes a firm offer to enter the same which may not be withdrawn for a period of six (6) weeks after delivery to Landlord. During such period and in reliance on the foregoing, Landlord may, at Landlord's option, deposit any Security Deposit and Rent, proceed with any alterations or improvements and permit Tenant to enter the Premises and make alterations or improvements. If Landlord shall fail to execute and mail or deliver this Lease to Tenant within such period, Tenant may revoke its offer to enter this Lease by sending notice thereof to Landlord before Landlord mails or delivers an executed copy of this Lease to Tenant. In such case, Landlord shall return any Security Deposit and Rent to Tenant, and Tenant shall promptly remove any alterations, improvements, fixtures or personal property made or place in or upon the Premises by Tenant or its contractors, agents or employees and restore the same to good condition as required under Article 14. If Tenant shall seek to revoke its offer to enter this Lease in violation of the foregoing provisions, Landlord shall have the options of forfeiting and retaining any Security Deposit and Rent theretofore paid, as liquidated damages without executing and delivering this Lease to Tenant, or executing and delivering this Lease to Tenant and enforcing the same as a valid and binding lease agreement.

#### ARTICLE 38

##### ENTIRE AGREEMENT

This Lease, together with Rider One and Exhibits A through C (WHICH COLLECTIVELY ARE HEREBY INCORPORATED WHERE REFERRED TO HEREIN AND MADE A PART HEREOF AS THOUGH FULLY SET FORTH), contains all the terms and provisions between Landlord and Tenant relating to the matters set forth herein and no prior or contemporaneous agreement or understanding pertaining to the same shall be of any force or effect. Without limiting the generality of the foregoing, Tenant hereby acknowledges and agrees that Landlord's leasing and field personnel are only authorized to show the Premises and negotiate terms and conditions for leases subject to Landlord's final approval and are not authorized to make any agreement, representations, understanding, or obligations binding upon Landlord, respecting the present or future condition of the Premises or Center, suitability of the same for Tenant's business, or any other matter, and no such agreements, representations, understanding, or obligations not expressly contained herein shall be of any force or effect. TENANT HAS RELIED ON TENANT'S INSPECTIONS AND DUE DILIGENCE IN ENTERING THIS LEASE AND NOT ON ANY REPRESENTATIONS OR WARRANTIES MADE BY LANDLORD CONCERNING THE CONDITION OR SUITABILITY OF THE PREMISES OR CENTER FOR ANY PARTICULAR PURPOSE. Neither this Lease nor any Riders or Exhibits referred to above may be modified except in writing signed by both parties.

[ THIS SPACE INTENTIONALLY LEFT BLANK ]

IN TESTIMONY WHEREOF, the parties have caused this Lease to be signed by their respective representatives designated below, or if either party is a corporation, it has caused these presents to be signed by its president or other officer designated below, attested by its secretary, and its corporate seal to be affixed as of the day and year first above written.

WITNESS; ATTESTATION

By: Louis Karlis

LANDLORD: SILRAK, LLC (SEAL)

Title: Manager

By: Louis Karlis

By: Corinne Putman

TENANT: Enver ("Andy") Ahmeti

Title: an individual

By: Enver Ahmeti (ANDY)

CERTIFICATE

(If Tenant is a Corporation)

I, \_\_\_\_\_, Secretary of \_\_\_\_\_, Tenant, hereby certify that the officer(s) executing the foregoing Lease on behalf of Tenant was/were duly authorized to act in his/her/their capacities as \_\_\_\_\_ and \_\_\_\_\_ and his/her/their action(s) are the action of Tenant.

(Corporate Seal)

\_\_\_\_\_  
Secretary

TENANT ACKNOWLEDGMENTS

Individual

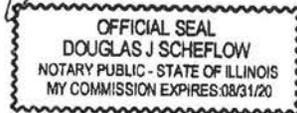
STATE OF Illinois )  
COUNTY OF Kane ) ss.:

On this 30<sup>th</sup> day of September, 2016, before me, a Notary Public in and for the County and State aforesaid, personally appeared Enver Ahmeti and acknowledged that (s)he executed the foregoing instrument as a free and voluntary act, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission Expires: 9-30-2016

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



Corporation

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, a Notary Public in and for the County and State aforesaid, personally appeared \_\_\_\_\_ known to me to be \_\_\_\_\_ President of \_\_\_\_\_, one of the corporations described in the foregoing instrument, and acknowledged that as such officer, being authorized so to do, (s)he executed the foregoing instrument on behalf of said corporation and caused the corporate seal of said corporation to be affixed thereto, as his/her free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

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

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



## RIDER ONE

### RULES

1. **Common Areas.** Tenant shall not use the Common Areas, including areas adjacent to the Premises, for any purpose other than ingress and egress, and any such use thereof shall be subject to the other provisions of this Lease, including these Rules. Without limiting the generality of the foregoing, Tenant shall not use the Common Areas to canvass, solicit business, or information from, or distribute any article or material to, other tenants, occupants, or invitees of the Center. Tenant shall not allow anything to remain in any passageway, sidewalk, court, corridor, stairway, entrance, exit, elevator, shipping area, or other area outside the Premises. Janitorial closets, utility closets, telephone closets, broom closets, electrical closets, storage closets, and other such closets, rooms and areas shall be used only for the purposes and in the manner designated by Landlord, and may not be used by Tenant, or its contractors, agents, employees, or other parties without Landlord's prior written consent.
2. **Deliveries.** Furniture, inventory and all other deliveries may be brought into the Center only at times and in the manner designated by Landlord, in compliance with all Laws, and always at Tenant's sole risk. Landlord may inspect items brought into the Center or Premises with respect to weight or dangerous nature or compliance with this Lease or applicable Laws. Tenant's use of any freight elevators, loading and service areas at the Center shall be subject to scheduling by Landlord. Tenant shall not take or permit to be taken in or out of other entrances or elevators of the Center, any item normally taken, or which Landlord otherwise requires to be taken, in or out through service doors or on freight elevators. Tenant shall move all inventory, supplies, furniture, equipment and other items as soon as received directly to the Premises. Any hand-carts used at the Center shall have rubber wheels and side guards and no other material handling equipment may be brought upon the Center except as Landlord shall approve in writing in advance. All deliveries of inventory, equipment and other goods shall be made through the rear (south) doorway.
3. **Trash.** All garbage, refuse, trash and other waste shall be kept in the kind of container, placed in the areas, and prepared for collection in the manner and at the times and places specified by Landlord, subject to Article 24 respecting Hazardous Materials. If Landlord designates a service to pick up such items, Tenant shall use the same at Tenant's cost. If Landlord shall provide or arrange for such service, Tenant shall pay Tenant's Proportionate Share of the cost thereof (or such other share as Landlord may fairly and reasonably determine) to Landlord on or before the first day of each calendar month in advance, or Landlord may include such charges in Center Expenses. Landlord reserves the right to require that Tenant participate in any recycling program designated by Landlord.
4. **Fire Protection.** If Landlord installs or has heretofore installed a supervised fire sprinkler and/or alarm system for the protection of the Center, Tenant shall pay Tenant's Proportionate Share of the cost thereof (or such other share as Landlord may fairly and reasonably determine) to Landlord on or before the first day for each calendar month in advance, or Landlord may include such charges in Center Expenses.
5. **Pest Control.** Tenant shall use, at Tenant's cost, such pest and rodent extermination contractor as Landlord may direct and at such intervals as Landlord may require. In the alternative, from time to time, Landlord may arrange for pest control (in which case, Tenant shall pay Tenant's Proportionate Share of the cost thereof, or such other share as Landlord may fairly and reasonably determine to Landlord on or before the first day of each calendar month in advance, or Landlord may include such charges in Center Expenses). Tenant shall provide Landlord with evidence of Tenant's compliance with this provision within five (5) days after Landlord's written request.
6. **Signs and Display Windows.** Tenant shall not place any sign or other thing of any kind outside the Premises (including without limitation, exterior walls and roof), or on the interior or exterior surfaces of glass panes or doors except such signs as Landlord shall expressly approve in writing. Within the Premises, Tenant shall not: (i) install any sign that advertises any product, (ii) install any sign within 24 inches of any window, or (iii) install any sign that is visible from outside the Premises or that is illuminated, without Landlord's prior written approval. If Landlord approves or requires illuminated signs, Tenant shall keep the same illuminated each day of the Term during the hours designated by Landlord from time to time. All Tenant's signs shall be professionally designed, prepared and installed and in good taste so as not to detract from the general appearance of the Premises or the Center and shall comply with the sign criteria attached hereto as Exhibit C or otherwise developed by Landlord from time to time. Landlord reserves the right to require from time to time that Tenant change or replace such sign in order to comply with any new sign criteria developed by Landlord, at Landlord's expense. The term "sign" in this Rule shall mean any sign, placard, picture, name, direction, lettering, insignia or trademark, advertising material, advertising display, awning or other such item. Blinds, shades, drapes or other such items shall not be placed in or about the windows in the Premises except to the extent, if any, that the character, shape, design, color, material and make thereof is first approved by Landlord in writing.
7. **Plumbing Equipment.** The toilet rooms, urinals, sinks, wash bowls, drains and sewers and other plumbing fixtures, equipment and lines shall not be misused or used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein.
8. **Roof; Awnings and Projections.** Tenant shall not install any aerial, antennae, satellite dish or any other device on the roof, exterior walls or Common Areas of the Center. Tenant may install and have access to rooftop HVAC equipment only to the extent approved or required by Landlord from time to time in connection with Tenant's obligations under Articles 8 and 9 of this Lease. No awning or other projection shall be attached by or for Tenant to the exterior walls of the Premises or the building of which it is a part.
9. **Overloading Floors.** Tenant shall not overload any floor or part thereof in the Premises or Center including any public corridors or elevators therein, and Landlord may direct and control the location of safes, vaults and all other heavy articles and require supplementary supports of such material and dimensions as Landlord may deem necessary to properly distribute the weight at Tenant's expense (including expenses for structural review and engineering).

10. **Locks and Keys.** Upon termination of the Lease or Tenant's right to possession, Tenant shall: (i) return to Landlord all keys, parking stickers or key cards, and in the event of loss of any such items shall pay Landlord therefor, and (ii) advise Landlord as to the combination of any vaults or locks that Landlord permits to remain in the Premises.

11. **Unattended Premises.** Before leaving the Premises unattended, Tenant shall close and securely lock all doors or other means of entry to the Premises and shut off all lights (except signs required to be illuminated hereunder), water faucets and other utilities in the Premises (except heat to the extent necessary to prevent the freezing or bursting of pipes). This provision shall not imply that Tenant may leave the Premises unattended in violation of the operating requirements set forth elsewhere in this Lease.

12. **Energy Conservation.** Subject to Rule (6) concerning illumination, Tenant shall not waste electricity, water, heat or air conditioning, or other utilities or services, and agrees to cooperate fully with Landlord and comply with any Laws to assure the most effective and energy efficient operation of the Center.

13. **Food, Beverages, Game and Vending Machines.** Except to the extent expressly permitted under Article 1 of this Lease, Tenant shall not: (i) use the Premises for the manufacture, preparation, display, sale, barter, trade, gift or service of food or beverages, including without limitation, intoxicating liquors, or (ii) install, operate or use any video, electronic or pinball game or machine, video gambling/poker or slot machine, or any coin or token operated vending machine or device to provide products, merchandise, food, beverages, candy, cigarettes or other commodities or services including, but not limited to, pay telephones, pay lockers, scales and amusement devices; provided, however, that Tenant may install vending machines for the sale of non-alcoholic beverages, food and candy in an area not visible from the exterior of the Premises for the exclusive use of Tenant's employees.

14. **Going-Out-Of-Business Sales and Auctions.** Tenant shall not use, or permit any other party to use, the Premises for any distress, fire, bankruptcy, close-out, "lost our lease" or going-out-of-business sale or auction. Tenant shall not display any signs advertising the foregoing anywhere in or about the Premises. This prohibition shall also apply to Tenant's creditors.

15. **Labor Relations.** Tenant shall conduct its labor relations and relations with employees so as to avoid strikes, picketing, and boycotts of, on or about the Premises or Center. If any employees strike, or if picket lines or boycotts or other visible activities objectionable to Landlord are established, conducted or carried out against Tenant, its employees, agents, contractors, or subcontractors in or about the Premises or Center, Tenant shall immediately close the Premises and remove or cause to be removed all such employees, agents, contractors, and subcontractors until the dispute has been settled.

16. **Landlord's Tradename and Trademarks.** No symbol, design, name, mark or insignia adopted by Landlord for the Center or picture or likeness of the Center shall be used by Tenant without the prior written consent of Landlord.

17. **Prohibited Activities.** Tenant shall not: (i) use strobe or flashing lights in or on the Premises or in any signs therefor, (ii) use, sell or distribute any leaflets, handbills, bumper stickers, other stickers or decals, balloons or other such articles in the Premises (or other areas of the Center), (iii) operate any loudspeaker, television set, phonograph, radio, CD player or other musical or sound producing instrument or device so as to be heard outside the Premises, (iv) operate any electrical or other device which interferes with or impairs radio, television, microwave, or other broadcasting or reception from or in the Center or elsewhere, (v) bring or permit any bicycle or other vehicle, or dog (except in the company of a blind party) or other animal, fish or bird in the Center, (vi) make or permit objectionable noise, vibration or odor to emanate from the Premises or any equipment serving the same, (vii) do or permit anything in or about the Premises that is unlawful, immoral, obscene, pornographic, or which tends to create or maintain a nuisance or do any act tending to injure the reputation of the Center, (viii) use or permit upon the Premises anything that violates the certificates of occupancy issued for the Premises or the Center, or causes a cancellation of Landlord's insurance policies or increases Landlord's insurance premiums (and Tenant shall comply with all requirements of Landlord's insurance carrier, the American Insurance Association, and any board of fire underwriters), (ix) use the Premises for any purpose, or permit upon the Premises anything, that may be dangerous to parties or property (including but not limited to flammable oils, fluids, paints, chemicals, firearms or any explosive articles or materials, nor (x) do or permit anything to be done upon the Premises in any way tending to disturb, bother or annoy any other tenant at the Center or the occupants of neighboring property.

18. **Parking.** Tenant and Tenant's employees shall park their cars only in those portions of the parking area designated by Landlord for tenant and employee parking and shall use such areas only for parking cars (or at Landlord's option, Landlord may require that any or all such employees park off-site). Tenant shall furnish Landlord with a list containing the description and automobile license numbers (and State of issuance) of the cars of Tenant and its employees within five (5) days of any request by Landlord, and shall thereafter advise Landlord of any changes, additions or deletions to such list. Landlord reserves the right to: (i) adopt additional requirements pertaining to parking, including without limitation, a parking system with charges favoring carpooling for tenants and their employees, and any other parking system by validation, metering or otherwise, (ii) assign specific spaces, and reserve spaces for small cars, handicapped individuals, and other tenants, customers of tenants or other parties (and Tenant and its employees and visitors shall not park in any such assigned or reserved spaces) and (iii) restrict or prohibit full size vans and other large vehicles. In case of any violation of these provisions or any applicable Laws, Landlord may: (a) refuse to permit the violator to park, and remove the vehicle owned or driven by the violator from the Center without liability whatsoever, at such violator's risk and expense and/or (b) charge Tenant such reasonable rates as Landlord may from time to time establish for such violations, which shall be at least \$50.00 per day for each vehicle that is parked in violation of these Rules. These provisions shall be in addition to any other remedies available to Landlord under this Lease or otherwise.

19. **Responsibility for Compliance.** Tenant shall be responsible for ensuring compliance with these Rules, as they may be amended, by Tenant's employees and as applicable, by Tenant's agents, invitees, contractors, subcontractors, and suppliers.

**EXHIBIT A**

(Site Plan Showing Premises Cross-hatched)



**EXHIBIT B**

**Landlord's And Tenant's Work**

**LANDLORD'S WORK**

Tenant accepts premises in "as-is" condition. In lieu of any work by Landlord, or any representations or warranties with respect to the condition of the premises, Landlord shall provide tenant with a credit toward the purchase of a kitchen ventilation hood and walk-in cooler/freezer in the amount of \$20,000.00. Said credit shall be paid by Landlord directly to the vendor providing such equipment and fixtures, and the labor to install them, and shall be payable at such time as is necessary to procure the delivery and installation of such equipment and fixtures. All aforesaid fixtures and equipment shall be property of the Landlord, and shall remain in the premises, undisturbed, at the expiration or termination of the Center Lease.

**TENANT'S WORK**

Tenant shall be responsible for all leasehold improvements. Landlord shall provide no reimbursement for Tenant improvements, except as provided in Landlord's Work, above.

EXHIBIT C

Sign Criteria

Tenant must provide its own signage on the building and on the street. Said signage plan must be approved in writing by Landlord and the City/Village of Bartlett prior to installation and must conform to Landlord's design. Tenant shall have the right to place a single placard on each side of the monument signs on Route 59 and on Army Trail Road. Such placard shall be in the first row, second column of each side of both existing monument signs. As below:

Army Trail Sign : East Side: Row 1, Column 2  
West Side: Row 1, Column 1

Route 59 Sign : North Side: Row 2, Column 2  
South Side: Row 2, Column 2



**EXHIBIT D**

**Certificate**

Attached to and made a part of a Lease dated October 1, 2016, between SILRAK, LLC, as Landlord, and \_\_\_\_\_, as Tenant.

**Center: (Bartlett Square)**

This Certificate is created by Tenant and Landlord pursuant to the provisions of the Lease referenced above and shall be attached thereto and become a part thereof for all purposes.

Tenant and Landlord acknowledge that the Commencement Date is \_\_\_\_\_ and that Rent as provided in the Lease shall commence on \_\_\_\_\_.

The Premises consists of 3,053 square feet.

The Minimum Monthly Rent from the date of Commencement through \_\_\_\_\_ is \$ \_\_\_\_\_.

The Building consists of 17,999 square feet.

Tenant's Proportionate Share is 16.96205%.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

LANDLORD:

TENANT:

SILRAK, LLC

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

**FIRST ADMENDMENT to CENTER LEASE**

THIS FIRST AMENDMENT TO CENTER LEASE is made a part of the Center Lease dated October 1, 2016 between Silrak, LLC (Landlord), and Enver ("Andy") Ahmeti (Tenant), for the premises commonly known as 1085 W. Army Trail Road, Bartlett, Illinois.

The Center Lease is hereby amended as follows:

1. The expiration date of the Center lease is hereby extended to September 30, 2026 (the "Extension Period").
  
2. Minimum Rent for this Extension Period shall be as set forth in the table below. Center Expenses, and calculations of Monthly Payments, in the table below are estimates only. They are subject to change each year based on actual Center Expense amounts, and are for reference purposes only.

|                            | Annualized<br>Base<br>Rent PSF | Estimated<br>CAM<br>PSF/Year | Total Estimated<br>Gross Rent PSF | Estimated<br>Monthly<br>Payment |
|----------------------------|--------------------------------|------------------------------|-----------------------------------|---------------------------------|
| Jun 1, 2021 - Sep 30, 2021 | \$7.75                         | \$6.00                       | \$13.75                           | \$3,500                         |
| Oct 1, 2021 - Mar 30, 2022 | \$9.72                         | \$6.00                       | \$15.72                           | \$4,000                         |
| Apr 1, 2022 - Sep 30, 2022 | \$11.69                        | \$6.00                       | \$17.69                           | \$4,500                         |
| Oct 1, 2022 - Sep 30, 2023 | \$14.00                        | \$6.00                       | \$20.00                           | \$5,088                         |
| Oct 1, 2023 - Sep 30, 2024 | \$14.35                        | \$6.00                       | \$20.35                           | \$5,177                         |
| Oct 1, 2024 - Sep 30, 2025 | \$14.71                        | \$6.00                       | \$20.71                           | \$5,269                         |
| Oct 1, 2025 - Sep 30, 2026 | \$15.08                        | \$6.00                       | \$21.08                           | \$5,362                         |

Except as specifically set forth above, the terms of the Center Lease shall remain in full force and effect.

AGREED AND ACCEPTED

TENANT: Enver Ahmeti

LANDLORD: SILRAK, LLC

Enver Ahmeti 05-25-21  
Enver Ahmeti Date

Louis Karlis 5-25-21  
Louis Karlis Date

**POLICE DEPARTMENT MEMORANDUM**  
**21-32**

**DATE:** June 16, 2021  
**TO:** Paula Schumacher, Village Administrator  
**FROM:** Patrick B. Ullrich, Chief of Police   
**RE:** Liquor License Applicant

Fingerprint record checks for criminal history records have been completed on the following Liquor License Applicant:

Enver Ahmeti

Business: Eggceptional Cafe

The applicant's criminal records were checked through the Bureau of Identification and Federal Bureau of Identification and were returned showing no criminal record.

There is no record that would disqualify him as an applicant under Illinois Law.

PBU/hma

cc: Diane Czerwinski  
File