Agenda Items:

Consideration – Annexation and Development of an Approximately 261± Acre Parcel of Real Estate Commonly Known as 41W368 Freeman Road (the "Property"), Including:

- i. Consideration A Resolution Authorizing the Execution of an Annexation Agreement regarding approximately 261+/- acres adjacent to the north boundary of Freeman Road and immediately east of and adjacent to the Village Green Commercial Subdivision and Weber-Stephen Products Manufacturing Facility with Venture One Acquisitions, LLC an Illinois limited liability company and 92131, LLC, a Florida limited liability company
- ii. Consideration An Ordinance Annexing 261+/- acres adjacent to the north boundary of Freeman Road and immediately east of and adjacent to the Village Green Commercial Subdivision and Weber-Stephen Products Manufacturing Facility to the Village of Huntley Kane and McHenry Counties
- iii. Consideration An Ordinance Amending the Village of Huntley Comprehensive Plan, I-90/IL 47 Gateway Subarea Plan to identify the Property as appropriate for light industrial and warehouse/ distribution development
- iv. Consideration An Ordinance Amending the Huntley Zoning Ordinance, including amendments relating to creation of a new ORI-1 Specialty Office/Research/Industrial zoning district and standards for land use and planned unit developments within the ORI-1 district
- Consideration An Ordinance Approving a Zoning Map Amendment Upon Annexation of 261+/- acres adjacent to the north boundary of Freeman Road and immediately east of and adjacent to the Village Green Commercial Subdivision and Weber-Stephen Products Manufacturing Facility from "F" Farming in Kane County to "ORI-1, PUD" Specialty Office/Research/Industrial Planned Unit Development, Granting a Special Use Permit for a Planned Unit Development (PUD) and Other Specials Uses in the ORI-1 District, Granting Combined Preliminary and Final PUD and Subdivision Approvals, and Approving Final **PUD Detailed Design Development** Plans and Standards for Phased Warehouse/Distribution/Light Industrial PUD

Petitioners: Co-Petitioners, namely Venture One Acquisitions, LLC an Illinois limited liability company and 92131, LLC, a Florida limited liability company

<u>Department:</u> Development Services - Planning and Zoning Division

Introduction

Venture One Acquisitions (Venture One) has approached the Village to annex and develop property commonly known as the Stade Farm, 41W368 Freeman Road. The property is currently located in unincorporated Kane County and is approximately 261 acres with ±2,700 feet of frontage on Freeman Road. Venture One is a real estate private equity fund manager, developer and operating company specializing in the industrial property sector. Venture One is proposing to annex the entire 261-acre property and immediately develop the southern 152 acres with a building of approximately 629,186 square feet for a distribution center with an office component (approximately 44,186 square feet) and up to 1,000 jobs, for an investment of approximately \$100 million. The end user would operate as a Receive Center, which accepts bulk inventory and allocates it to fulfillment centers throughout the region. They want to be fully operational in the building by the second quarter of 2022.

The entitlement process requires the annexation of the property and zoning it for light industrial warehouse/distribution, and other complementary uses and development. The developer is requesting that special use permits are granted up front through the annexation and zoning process to allow certain office, research, light industrial, manufacturing, and public utility and service uses. With exception to Lot 1, a specific user would not be identified for the remaining property as part of the entitlement process. The developer is also requesting that a set of design standards for future phases be established and memorialized through the Planned Unit Development approval process. The design standards would establish design criteria for building design and architecture, landscaping, screening, lighting, signage, and other aspects of the future development. With these criteria in place, the developer would be able to submit a site plan, detailed plans (such as civil engineering, landscaping, lighting, and signage plans), and building permit applications that would be reviewed by staff for compliance with the approved uses, ORI-1 District regulations, and design standards; there would be no further public hearing, zoning approvals, or site plan review by the Plan Commission and Village Board. If the building and site plan meet the applicable ORI-1 District zoning regulations and approved criteria/standards, as determined by staff review, a permit would be issued after going through the building permit review process.

Required Approvals

The proposed development requires the following approvals from the Plan Commission and/or Village Board:

- Annexation Agreement and Annexation
- Amendments to the Huntley I-90/IL 47 Gateway Plan to identify the Property as appropriate for light industrial and warehouse/distribution development;
- Text amendments to the Huntley Zoning Ordinance, including amendments relating to creation of a new ORI-1 zoning district and standards for land use and planned unit developments within the ORI-1 district;
- Amendments to the Huntley Zoning Map to zone the Property in the ORI-1 zoning district;
- The granting of special use permits, planned development approvals, variations, and/or other zoning relief necessary to allow the Proposed Development on the Property; and
- Preliminary and final plat of subdivision for the Property pursuant to the Huntley Subdivision Regulations.

Annexation and Annexation Agreement

The petitioners are requesting annexation of approximately 261 acres pursuant to a mutually acceptable annexation agreement. Key points and public improvements addressed in the proposed annexation agreement are as follows:

- No request for incentives
- Provides process for adoption of new Zoning District, rezoning, and approval of special use and PUD
 Ordinance that establishes approval process for Phase One and Phase Two
- Capital Development Acreage Fee \$2,700 per gross acre total of \$704,700 payable to the Village for future infrastructure improvements
- The developer will contribute \$500,000 for sanitary sewer conveyance capital infrastructure in connection with the second development phase (water and sewer tap-on fees waived)
- Contribution for Entryway Signage on Freeman Road \$25,000
- Resurfacing of approximately 900' of Freeman Road from the western end of the property east to the point where previous improvements for the Weber project ended at a cost of approximately \$125,000
- New public Access Road (Venture Court) built to public roadway standards and dedicated to the Village, with access point at existing signalized access point at Factory Shops Boulevard
- Second signalized intersection at eastern access point that aligns with Weber Drive Requirements for additional berming, landscaping, and sound barriers along the eastern side of the property to enhance screening from adjacent residential neighborhood
- Annexation to the Huntley Park District

Comprehensive Plan Amendment

While the Gateway Subarea Plan of the Comprehensive Plan identifies similar uses, the plan is proposed to be amended to better reflect the proposed uses for the property. The amendment to the I-90/IL 47 Gateway Plan would identify the property for Light Industrial. It is currently shown as Business Park and Flex Space. The current designation states that appropriate land use activities within these areas include light manufacturing and production of specific types of goods, office-industrial flex spaces, especially those involving innovative technologies and health-care related offices and suppliers, home and corporate offices, including larger campuses, general offices and call centers, and research and development laboratories and testing facilities.

The petitioners are requesting to amend the I-90/IL 47 Gateway Subarea Plan to designate the subject site as Light Industrial. As revised, appropriate land use activities within Light Industrial Areas include:

- Light manufacturing and mass production of specific types of goods
- Warehousing, shipping and distribution facilities that provide for the storage, shipping, and coordination
 of materials and goods, including finished products from local manufacturing (excluding cross-dock
 operations)
- Corporate/general offices, including larger campuses

Zoning Ordinance Text Amendment – New Zoning District

A new zoning district, (ORI-1) Specialty Office/Research/Light Industrial is proposed for the property. The ORI-1 District is intended to provide for the development of larger-scale light industrial, warehouse/distribution, light manufacturing, office, research, and other compatible uses in locations that are proximate to the I-90/IL47 interchange. The existing ORI Office/Research/Industrial-Light Manufacturing District allows a greater range of office, research, and light industrial uses that are permitted on smaller sites and in conjunction with complementary commercial and retail uses. The ORI-1 District allows more limited permitted and special uses as follows:

Permitted Uses

- (1) Offices
 - a) Administrative, business, professional, governmental and medical
- (2) Research/Industrial-Light Manufacturing Uses
 - a) Laboratories, offices and other facilities for research testing, data analysis and development
 - b) Light manufacturing
- (3) Accessory uses, buildings, and structures that are necessary and customarily incidental and subordinate to a permitted primary use.

Special Uses

- (1) Office/Industrial-Light Manufacturing/Warehouse and Distribution Uses:
 - a) Data processing and computer center, including service and maintenance
 - b) Direct selling establishments, where products are stored and distributed
 - c) Storage and distribution of bulk commodities
 - d) Wholesale, warehousing, and distribution of all kinds, including cross-dock facilities
 - e) Cartage, express and parcel delivery
 - f) Transit and transportation facilities
 - g) Food processing and handling
 - h) Industrial firms involved in the fabrication, processing, production, and/or manufacturing of materials, goods or products
 - i) Printing and publishing
 - j) Product research and development firms involved in servicing, packaging, cleaning, repair or storage of materials, goods or products

- k) Food and/or beverage manufacturing, packaging and processing
- 1) Assembly firms
- m) Medical laboratories
- (2) Public utility and service uses, including but not limited to:
 - a) Towers and antennas for commercial radio-, television- and telephone-transmitting, receiving or relay stations; and
- (3) Planned Unit Developments (PUD) in accordance with the applicable provisions of the Zoning Ordinance, including Subsection 156.047(J).
- (4) Accessory uses, buildings, and structures that are necessary and customarily incidental and subordinate to an approved special use and that are operated in strict compliance with the applicable special use permit.

The ORI-1 District is designed and intended to be mapped in the area generally lying east of IL Route 47 and north of Freeman Road and only on properties with direct vehicular access to Freeman Road. The minimum size for the district is 250 acres and the minimum lot size is 10 acres.

The proposed front, rear, and side yard building setbacks are the same as those found in the ORI district; however, the residential building setback has been greatly increased from that required in the ORI district. The ORI district requires a 100 foot building setback from residential and the ORI-1 district is proposed to require a 350 foot building setback. Similarly, the ORI-1 parking setback of 200 feet is proposed to be double that of the 100 feet required in the ORI zoning district. The maximum building height in the ORI-1 District is 45 feet; however, principal structures in excess of 45 feet, but not exceeding 100 feet, in height may be authorized within a planned unit development provided that the building is set back from the perimeter of the lot on which it is located by an additional two (2) feet horizontally for every one foot of building height over 45 feet. This would require a 100-foot-tall building to be setback a minimum of 460 feet from residential (all required setbacks would be increased by 110 feet). The following is a comparison of the required setbacks in the existing ORI zoning district and those proposed in the new ORI-1 district proposed for the subject site.

Building Setbacks	ORI	Proposed ORI-1	
Front & Corner Side	35 ft.	35 ft.	
Rear	15 ft.	15 ft.	
Minimum Side Yard	15 ft.	15 ft.	
From Residential	100 ft.	350 ft.	

* Principal structures in excess of 45 feet, but not exceeding 100 feet, in height may be authorized within a planned unit development in the ORI-1 District provided that the building is set back from the perimeter of the lot on which it is located by an additional two feet horizontally for every one foot of building height over 45 feet.

Parking Setbacks	ORI	Proposed ORI-1
Front & Corner Side	25 ft.	35 ft.
Rear	10 ft.	10 ft.
Minimum Side	10 ft.	10 ft.
From Residential	100 ft.	200 ft.

Zoning Map Amendment

Section 156.022 of the Village's Zoning Ordinance states that any land annexed to the Village shall be classified in the RE-1 Residential Estate District except as may be provided for by an annexation agreement. The proposed annexation agreement provides for the immediate rezoning of the property upon annexation to ORI-1 Specialty Office/Research/Light Industrial, and the public hearing included review of this proposed classification.

Special Use Permit for Preliminary/Final Planned Unit Development

Because the ORI-1 District is intended to accommodate larger-scale developments that require thoughtful and imaginative planning, unified design, and effective buffering, all lands zoned in the ORI-1 District must be developed as a planned unit development (PUD). The proposed amendment would also allow the Village Board to waive or modify the general preliminary and/or final PUD application requirements; however, the Village Board cannot waive, modify, or alter the public notice, public hearing, or public meeting procedures required for the review of a PUD. To the extent that the Village Board may waive or modify requirements for the submission of site design and technical plans in connection with a final PUD approval, then the ordinance granting final PUD approval shall include detailed design standards for the PUD and procedures for subsequent administrative approval of final technical plans and development permits. Such administrative approvals shall be authorized only subject to strict conformity with the Board-approved detailed design standards and procedures as set forth in the final PUD ordinance, and any deviation therefrom shall be deemed a major modification to the final PUD that requires Village Board approval.

The first phase of the Proposed Development would consist of constructing a $\pm 629,186$ square foot industrial building and distribution center (Receive Center); related office space; ancillarly access, parking, and loading facilities; and other related on- and off-site improvements on the southern approximately 152-acre portion of the Property. The Applicant proposes to develop the Northern Parcel in one or more Future Phases in accordance with the proposed ORI-1 zoning district as supplemented by the detailed development standards.

Lot 1 - Site Plan (Phase I)

Venture One is proposing to immediately construct a $\pm 629,186$ square foot warehouse/distribution (Receive Center) building on the southernmost lot, fronting Freeman Road, for a specific user that has yet to be named. The site will also include 1,046 parking spaces for employees to the south of the building and 720 semi-trailer parking spaces to the east and west of the building. The semi-trailer parking would be located within a secured fenced area. The existing wetlands and proposed stormwater detention will be located on the east side of the site where they will create a buffer of approximately 760 feet from the unincorporated residential to the east.

Access to the site would be provided from the existing signalized intersection on Freeman Road, which will include a new roadway extending north onto the property. The new roadway, Venture Court, will provide access to the subject site and future development further to the north. A second signalized intersection is also proposed further to the east at Weber Drive and will serve as the primary access point for trucks entering the site. Trucks would leave the site utilizing the new roadway at the existing traffic signal on Freeman Road. Employee parking would be accessible using the new roadway and a right-in/right-out located midway between the signalized intersections.

Lot 1 – Stormwater (Phase I)

The existing drainage pattern across the property flows from east to west to the southwest and northwest corners of the overall property. The neighboring unincorporated subdivision to the east drains into the subject property in multiple locations through the existing wetlands and low areas.

The overall proposed stormwater management of the site includes eight detention basins that will collect and then direct the runoff from the site to the southwest to a pipe under Freeman Road and to the northwest to a storm sewer, which bypasses the Weber manufacturing plant on Oak Creek Parkway. The detention basins will be planted with native and wetland vegetation to provide additional water quality benefits. The plan proposes to protect the two larger wetland areas and maintain the vegetation, hydrology and habitat within these areas. These wetland areas will continue to provide a natural buffer to the residential subdivision and maintain the existing drainage onto the site. As part of the proposed project, a long-term plan will be developed to establish a schedule for the required maintenance of all components of the stormwater management.

The stormwater management plan has been reviewed by the Village's in-house engineering staff as well as the Village's engineering consultant, Christopher B. Burke Engineering. The development of the site will be in compliance with the Kane County Stormwater Ordinance and Illinois Drainage Law.

Lot 1 - Building Elevations (Phase I)

The proposed building elevations primarily consist of precast concrete panels painted various shades of gray with blue accents on all elevations of the building. The south elevation, facing Freeman Road, includes the building's office space and main entrance for employees. The entrances will be accented with blue steel frame entry canopies and windows will run the length of the office space which extends the majority of the south elevation. The east, west and north building elevations will be lined with a total of 132 loading docks (52 on the east elevation, 32 on the north elevation, and 48 on the west elevation).

Building elevations have also been provided for the various accessory structures found on the site.

Lot 1 – Landscaping/Screening (Phase I)

The proposed landscaping has been designed to substantially conform to the Village's landscape ordinance and the proposed design standards. The plan includes the required parking lot landscaping within the employee parking lot and foundation plantings across the south elevation of the building. Perimeter landscaping which includes shade trees, evergreen trees, and deciduous and evergreen shrubs are in accordance with requirements of the proposed design standards.

Landscaping and screening intended to screen the truck court from the residential property to the east and Freeman Road consists of a variety of evergreen trees and a twelve-foot-tall sound wall along the eastern edge of the truck court. The sound wall will extend the full length (north to south) of the truck court. An earthen berm is proposed along the frontage of Freeman Road which will include a combination of shade and evergreen trees in addition to shrubs.

A total of 222 shade trees, 178 evergreen trees, and 488 shrubs, in addition to ornamental grasses and perennials, will be planted on Lot 1. The first phase of development will also include the installation of 189 shade trees along Venture Court.

Lot 1 – Exterior Lighting (Phase I)

The proposed exterior lighting on Lot 1 would primarily consist of LED pole mounted fixtures to illuminate the employee parking lot and truck court. The fixtures would be mounted at 33 feet in height; however, the height is reduced to 15 feet along portions of the perimeter of each area. Minimum light levels required at perimeter lot lines are 0.0 footcandles. This level is met within the parking lots at a much greater distance from the perimeter at the edge of the large detention basin, or approximately 720 feet from the eastern lot line. The proposed light levels conform to the minimum light levels required within parking lots, with exception to driveway entrances along Venture Court.

Lot 1 – Signage (Phase I)

The proposed signage for Lot 1 includes four ground signs and two wall signs. Three of the proposed ground signs would be located along Venture Court at each driveway and the fourth would be located at the eastern most driveway on Freeman Road. The signage would include the tenant's name/logo, building address, and directional signage. The signs would each measure 9 feet in height and 12 feet in width with a sign face area of 88 square feet. The signs would be constructed of aluminum and the colors would match the gray and blue used on the building.

The two proposed wall signs would be located on the south elevation of the building, facing Freeman Road. The proposed signage would consist of the tenant's logo over the building main entrance (297 square feet) and near the southwest corner of the building (270 square feet). Both signs would be internally illuminated.

Approved Uses

The petitioner is requesting approval of the following ORI-1 District special uses for the property, such that these uses could be established in the future development phases without further public hearings, zoning relief, or site plan review by the Plan Commission and Village Board:

- (1) Office/Industrial-Light Manufacturing/Warehouse and Distribution Uses:
 - a) Data processing and computer center, including service and maintenance
 - b) Direct selling establishments, where products are stored and distributed
 - c) Storage and distribution of bulk commodities
 - d) Wholesale, warehousing, and distribution of all kinds, including cross-dock facilities
 - e) Cartage, express and parcel delivery
 - f) Transit and transportation facilities
 - g) Food processing and handling
 - h) Industrial firms involved in the fabrication, processing, production, and/or manufacturing of materials, goods or products
 - i) Printing and publishing
 - j) Product research and development firms involved in servicing, packaging, cleaning, repair or storage of materials, goods or products
 - k) Food and/or beverage manufacturing, packaging and processing
 - 1) Assembly firms
 - m) Medical laboratories
- (2) Public utility and service uses, including but not limited to:
 - Towers and antennas for commercial radio-, television- and telephone-transmitting, receiving or relay stations; and
- (3) Accessory uses, buildings, and structures that are necessary and customarily incidental and subordinate to an approved special use and that are operated in strict compliance with the applicable special use permit.

As required by the proposed text amendment to the Zoning Ordinance, the PUD will establish Design and Development Standards. Any development in future phases must be done in compliance with the ORI-1 District regulations, including bulk regulations (such as setbacks, building height, impervious coverage, etc.) and other general regulations, parking and loading, signage, and use limitations in addition to the design standards. The proposed standards provide criteria for building architecture and materials, site paving, signage, landscaping, exterior lighting, screening, outdoor storage, and fencing. The proposed design standards are included as an exhibit to the Special Use/PUD ordinance.

Traffic Study

Access to the Property is proposed to be provided off of Freeman Road via three access points. One access point, a new public road named Venture Court, would align opposite Factory Shops Boulevard and would be a full access, signalized intersection. The second access point would align opposite the existing Weber Drive and would be for trucks entering Lot 1. The third would be a right-in/right-out located mid-way between the signalized intersections and would provide access to the employee parking lot on Lot 1.

The petitioner's traffic study is based on the proposed Receive Center on Lot 1 and assumes two additional buildings totaling approximately 1.7 million square feet on the Northern Parcel, which would operate as storage and distribution facilities (the site plan within the traffic study was not revised to reflect the revised setbacks). The study also considers the future development of the former Outlet Center site as warehouse/industrial space and the remaining lots adjacent to the Weber Distribution Center (including a possible future expansion of the Weber Distribution Center).

The study assumes 85% of passenger car traffic is expected to access the site via Route 47 and Freeman Road west of the site and no truck traffic will be allowed to utilize Freeman Road east of the subject site. Based on the above, the following Freeman Road improvements were recommended by the study and are proposed by the developer to accommodate site traffic:

At Freeman Road/New Road (Venture Court) & Factory Shops Boulevard

- Modify existing signal equipment to include the proposed north leg.
- Provide a dedicated left-turn lane on the eastbound approach with 305 feet of storage.
- Provide one inbound lane and three outbound lanes striped as a dedicated left-turn lane, a through lane, and a dedicated right-turn lane on the southbound approach. The right-turn lane would provide a minimum 275-foot storage bay and the left-turn lane would provide a 125-foot storage bay.
- Reconfigure the northbound approach to provide a single dedicated left-turn lane, a through lane, and a dedicated right-turn lane.

At Freeman Road & Weber Drive

- Provide a single inbound lane on the north leg.
- Stripe a dedicated eastbound left-turn lane with 240 feet of storage for inbound left-turning vehicles within the existing two-way left-turn lane on Freeman Road.
- Install a traffic signal.

At Freeman Road and Right-in/Right-out to Employee Parking Lot

- Provide one inbound lane and one outbound lane with movements restricted to right turns in and right turns out only.
- Post minor-leg stop control for outbound movements.

The study also recommends that "in addition to the physical improvements identified above, further signal timing adjustments may be required to optimize performance at the signalized intersections during peak seasonal operations at the Receive Center. During these periods, traffic management personnel should also be utilized to direct traffic internally within the site and at the intersection of Freeman Road and the New Roadway (Venture Court)".

The proposed roadway improvements to be completed by the developer, which include the construction of a new road (Venture Court), geometric and signalization improvements to Freeman Road, and the mill and overlay of approximately 900 feet of Freeman Road is expected to exceed a cost of \$2,500,000. Additionally, the petitioner is required to pay a Kane County transportation impact fee, which is estimated to be approximately \$175,000.

Modifications and Waivers from Village Zoning and Subdivision Regulations

The following modifications and waivers are requested from the requirements of the Village's Zoning and Subdivision Ordinances as part of the Planned Unit Development:

Phase One Planned Unit Development

- 1. The "Design Standards" for PUDs provided by the Zoning Code, Section 156.070(D)(10);
- 2. The "Permitted Uses" for PUDs provided by the Zoning Code, Section 156.070(D)(11);
- 3. The sidewalk requirements provided by the Subdivision Regulations, Section 155.025; The petitioner is not proposing to install sidewalk along the easternmost frontage of Freeman Road and along a majority of Venture Court. The petitioner is proposing to install sidewalk from the western limits of the site to the eastern truck access driveway, along Freeman Road. The applicant is also proposing to install sidewalk along Venture Court up to the first access driveway of Lot 1.
- 4. The maximum cul-de-sac length requirements provided by the Subdivision Regulations, Section 155.003; Relief is requested to exceed the maximum cul-de-sac length of 750 feet, Subdivision Ordinance Section 155.003. The proposed cul-de-sac has a length of roughly 3,380 feet.
- 5. The requirements of the Zoning Code (Tree Preservation Ordinance), Section 156.150 as they pertain to the initial development of Phase I; The petitioner has proposed installation of a sound wall on Lot 1 in lieu of complying with Section 156.150.
- 6. The fence material requirements provided by Zoning Ordinance, Section 156.079(H) but only to allow barbed wire above certain fencing as shown on the Plans; The fence surrounding the truck court on Lot 1 is proposed to be topped with barbed wire.

- 7. The fence height requirements provided by Zoning Ordinance, Section 156.079(I), but only to allow a 12-foot acoustical wall and 8-foot chain link fence as shown on the Plans; The proposed security fence surrounding the truck court will be eight (8) feet in height and the sound wall proposed along the east side of the truck court will be twelve (12) feet in height.
- 8. The pavement standards for pavement on private property as provided by the Subdivision Regulations, Sections 155.179 and 155.180;
- 9. The requirements of the Subdivision Regulations, Section 155.069(c) regarding the timeframes for acceptance of public improvements the petitioner to seek Village Board final approval for acceptance of completed public improvements during winter months (between September 1 of any year and April 1 of the following year) in all development phases; and
- 10. The requirements of the Zoning Code, Section 156.122 (D) regarding the number of ground signs per lot to allow not more than four ground signs on Phase I.

Modifications and Waivers from Village Zoning and Subdivision Regulations for Future Phase Planned Unit Development

- 1. The "Design Standards" for PUDs provided by Section 156.070(D)(10) of the Zoning Code;
- 2. The "Permitted Uses" for PUDs provided by Section 156.070(D)(11) of the Zoning Code;
- 3. The "Required Submittals" for preliminary PUD review as provided by Section 156.070(E)(2)(d) of the Zoning Code;
- 4. The "Required Submittals" for final PUD review as provided by Sections 156.070(E)(3)(d)-(f) of the Zoning Code;
- 5. The requirements of the Zoning Code (Tree Preservation Ordinance), Section 156.150 as they pertain to the initial development of the Future Phases, subject to installation of an earthen berm and enhanced landscaping along the eastern Property line in substantial conformity with the Future Phase Screening Plan;
- 6. The timeframes for "Failure to Begin a Planned Unit Development" provided by Section 156.070(I) of the Zoning Code;
- 7. The requirements of the Subdivision Regulations, Section 155.069(c) regarding the timeframes for acceptance of public improvements; and
- 8. The requirements of the Subdivision Regulations, Section 155.081 regarding maximum berm slope to permit the earthen berm depicted on the Future Phase Screening Plan to have a maximum slope of 3:1.

Preliminary/Final Plat of Subdivision

The proposed Preliminary/Final Plat of Subdivision will subdivide the 261-acre site into four (4) lots and 6.51 acres for a public road. Two lots will be utilized for stormwater management/wetlands and shall not permit any buildings. All buildable lots exceed the minimum lot area and width for the new ORI-1 zoning district. The following is a summary of the proposed lots/outlots:

	PROPOSED USE	LOT AREA
Lot 1	Receive Center	117.95 acres
Lot 2	Future Development	109.28 acres
Lot 3	Existing Wetlands	18.88 acres
Lot 4	Stormwater Management	9.17 acres
Roadway	Public Road (Venture Court)	6.51 acres
TOTAL		261.98 acres

Plan Commission Recommendation

The Plan Commission conceptually reviewed and discussed the proposed plans on January 25 and February 16, 2021. These meetings also included public comment from nearby homeowners in the unincorporated Prairie Oaks subdivision. Major discussion points focused on traffic, screening/buffering, stormwater, lighting, noise, and development of the north parcel. The petitioner provided a written response to homeowner concerns which was

presented at the February 16 meeting. In response to additional concerns that were identified by both the Plan Commission and homeowners, the petitioner revised the plans as follows:

- 1. The residential building setback was increased to 350 feet for the future phase of development on the northern parcel (this setback would increase by two feet for every one foot of building height over 45 feet). The residential building setback was previously proposed to be 200 feet.
- 2. The residential parking setback was increased to 200 feet. The residential parking setback was previously proposed to be 100 feet.
- 3. A variable height earthen berm, with a minimum elevation of 940', landscaped with minimum 8-foot tall evergreen trees, has been added along the Northern Parcel's eastern property line extending to the northern boundary of the Property.
- 4. A 12-foot-tall sound wall has been added to the east of the truck court. The proposed sound wall will extend the full length of the truck court.

The Plan Commission conducted the formal review and required public hearing for the petition on Monday, February 22, 2021. Public comments from the residents in the neighboring unincorporated subdivision to the east were submitted in writing and made orally at the public hearing. As a result of said hearing, consideration of testimony offered, and the taking of evidence, the Plan Commission voted to recommend approval to the Village Board by a vote of 5-1 subject to the following conditions:

Site Development

- 1. The Village of Huntley will require adherence to Illinois drainage law and best management practices for storm water management. The Applicant and assignees and successors are responsible for not increasing the rate of storm water runoff over the runoff estimated from the Final Planned Unit Development and will be required, to the extent practicable, to minimize any increase in runoff volume through "retention" and design of multi stage outlet structures.
- 2. All public improvements and site development must occur in full compliance with all applicable Village Municipal Services (Engineering, Public Works, Planning and Building) site design standards, practices and permit requirements.
- 3. The petitioner will comply with all final engineering revisions to be approved by the Village Engineer and Development Services Department.
- 4. The petitioner is required to meet all development requirements of the Huntley Fire Protection District.
- 5. The existing overhead utility lines located at the southeast corner of the site running along Freeman Road shall be removed upon demolition of the existing structures located on the Property. The utility lines shall be buried if it is determined that they are still necessary following the demolition of the structures. This condition is not intended to require the burial of overhead electric lines located on tubular steel poles along running Freeman Road at the southwest corner of the site and extending along the west lot line.

Architecture

6. Roof top mechanical equipment visible from any angle at ground level shall be screened to the full height of the equipment. Required rooftop screens shall be integrated into the architecture of the main building and may include screens mounted directly to the equipment.

Parking/Storage

- 7. Tractor trailer parking spaces shall be for the benefit of the tenants occupying the respective buildings. Said tractor trailer parking spaces shall not be leased to an off-premise business by the owner or tenant of the respective buildings.
- 8. No parking shall be allowed on Venture Court.
- 9. No loading or unloading activity is permitted to take place from Venture Court.
- 10. The outdoor storage of shipping/cargo containers shall be prohibited on all lots.

Traffic

- 11. Signage shall be installed prior to the first certificate of occupancy to prohibit truck traffic from traveling east on Freeman Road unless they are doing business with a facility on Weber Drive.
- 12. A barrier median shall be designed and constructed along Freeman Road between the Venture Court/Factory Shops Boulevard and Weber truck access (site Access 1) to reinforce traffic operations of

the proposed right-in-right-out (site Access 2). One-way signage shall be placed within the Freeman Road median to indicate one-way westbound traffic for vehicles leaving the site from the right-in-right-out (site Access 2).

- 13. No unattended vehicle parking shall be allowed on Freeman Road.
- 14. Signage shall be installed on Freeman Road, east of Carriage Way, stating "do not block intersection"

Landscaping

- 15. The reference to a galvanized chain link fence shall be removed from the Site Improvement Plans and replaced with chain link with black vinyl coating.
- 16. The portion of the chain link fence parallel to Freeman Road shall be replaced with a decorative aluminum fence.
- 17. The petitioner shall obtain final approval of the Landscape Plan from the Development Services Department.

General

- 18. No building permits are approved as part of this submittal.
- 19. No sign permits are approved as part of this submittal.
- 20. The Applicant, assignees, and successors and all of its mortgagees shall certify in writing its acknowledgement that the conditions set forth above are integral to the Village's approval of the planned unit development and their acceptance and agreement to abide by the conditions set forth above. The Applicant, assignees, and successors consent at their expense to authorize the Village to record said acknowledgment and conditions against the Subject Property.

Plat of Subdivision

- 21. The Plat of Dedication shall revise the name of the public right-of-way from Harrison Max Court to Venture Court.
- 22. The building setback lines shown on the Plat of Subdivision shall be revised to reflect the building setbacks required in the ORI-1 District.
- 23. In accordance with Section 155.221 of the Subdivision Ordinance, the Final Plat of Subdivision shall be recorded with Kane County within three (3) months of approval by the Village Board.

Financial Impact

Venture One's proposed site development and prospective tenant operations will create both direct and indirect economic benefits to the local economy. The project investment is approximately \$100 million. The most significant direct impact on the local economy will be the anticipated addition of approximately 1,000 new jobs. The project includes an office component of 80-100 jobs within 40,000+/- square feet. The estimated total property tax is approximately \$800,000 for the Phase One project. The Village would receive approximately \$50,000 annually.

Strategic Plan Priority

The 2016-2020 Strategic Plan identifies "Promote New Business Development, Retention, and Expansion" as a Strategic Priority, "Attract and Retain Businesses to Enhance Tax Base and Create New Jobs" as a goal.

Legal Analysis

Legal counsel has prepared the annexation agreement and other associated documents and all is in order for Village Board action.

Action Requested

A motion of the Village Board for approval of the following individual resolution and ordinances:

i. A Resolution Authorizing the Execution of an Annexation Agreement regarding approximately 261+/-acres adjacent to the north boundary of Freeman Road and immediately east of and adjacent to the Village Green Commercial Subdivision and Weber-Stephen Products Manufacturing Facility with Venture One Acquisitions, LLC an Illinois limited liability company and 92131, LLC, a Florida limited liability company

- ii. An Ordinance Annexing 261+/- acres adjacent to the north boundary of Freeman Road and immediately east of and adjacent to the Village Green Commercial Subdivision and Weber-Stephen Products Manufacturing Facility to the Village of Huntley Kane and McHenry Counties
- iii. An Ordinance Amending the Village of Huntley Comprehensive Plan, I-90/IL 47 Gateway Subarea Plan to identify the Property as appropriate for light industrial and warehouse/ distribution development
- iv. An Ordinance Amending the Huntley Zoning Ordinance, including amendments relating to creation of a new ORI-1 Specialty Office/Research/Industrial zoning district and standards for land use and planned unit developments within the ORI-1 district
- v. An Ordinance Approving a Zoning Map Amendment Upon Annexation of 261+/- acres adjacent to the north boundary of Freeman Road and immediately east of and adjacent to the Village Green Commercial Subdivision and Weber-Stephen Products Manufacturing Facility from "F" Farming in Kane County to "ORI-1, PUD" Specialty Office/Research/Industrial Planned Unit Development, Granting a Special Use Permit for a Planned Unit Development (PUD) and Other Specials Uses in the ORI-1 District, Granting Combined Preliminary and Final PUD and Subdivision Approvals, and Approving Final PUD Plans Detailed Design and Development Standards for a Phased Warehouse/Distribution/Light Industrial PUD

Exhibits

- 1. Site Aerial Photograph
- 2. Development Application
- 3. Color Site Plans, dated 2/19/21
- 4. Conceptual Site Plan (black and white), dated 2/8/21
- 5. Street View Rendering of Lot 1 building, not dated
- 6. Project Pumpkin (Lot 1) Building Elevations, dated 1/11/20 (actual date 1/11/21)
- 7. Accessory Buildings Elevations, dated 2/8/21
- 8. Building and Monument Signage, dated 1/11/20 (actual date 1/11/21)
- 9. Project Pumpkin Overall Landscape Plan, dated 2/8/21
- 10. Parkway Landscape Plan, dated 2/8/21
- 11. Phase 1 Cross Section and Renderings, dated 2/19/21
- 12. Phase 2 Berm and Landscaping, dated 2/19/21
- 13. Photometric Plan and Fixture Specifications, dated 2/8/21
- 14. Site Improvement Plans, dated 2/8/21
- 15. Traffic Study, dated 2/8/21
- 16. Turning Moving Exhibit, dated 2/8/21
- 17. Plat of Annexation, dated 1/4/21
- 18. Plat of Subdivision, dated 1/11/21
- 19. Plat of Dedication, dated 2/6/21
- 20. Letters and Emails from Members of the Public, all correspondence received through 3/5/21
- 21. Draft Resolution Authorizing the Execution of an Annexation Agreement
- 22. Draft Ordinance Annexing 261+/- acres
- 23. Draft Ordinance Amending the Village of Huntley Comprehensive Plan
- 24. Draft Ordinance Amending the Huntley Zoning Ordinance
- 25. Draft Ordinance Approving a Zoning Map Amendment, Special Use Permit for a Planned Unit Development (PUD) and Other Specials Uses in the ORI-1 District, and Granting Combined Preliminary and Final PUD and Subdivision Approvals, and Approving Final PUD Plans Detailed Design and Development Standards

This instrument prepared for and after recording return to:

Village of Huntley 10987 Main Street Huntley, IL 60142 Attn: Village Manager

This space reserved for Recorder's use.

ANNEXATION AGREEMENT

Re: Venture One Acquisitions, LLC/Stade Property

THIS AGREEMENT, made and entered into this _____ day of ____, 2021, by and between THE VILLAGE OF HUNTLEY, an Illinois municipal corporation, (hereinafter referred to as the "Village"), and VENTURE ONE ACQUISITIONS, LLC an Illinois limited liability company (the "Developer") and 92131, LLC, a Florida limited liability company (the "Owner"). Village, Developer and Owner are sometimes referred to individually herein as a "Party" and collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the Owner is the legal owner of record of approximately 261 acres of real property commonly known as 41W368 Freeman Road and legally described and depicted on the Plat of Annexation attached hereto as **Exhibit A** and by this reference incorporated herein and made a part hereof (hereinafter referred to as the "*Property*"); and

WHEREAS, the Property is presently situated within the unincorporated areas of Kane County and is adjacent and contiguous to the Village and not within the corporate limits of any municipality, as provided in 65 ILS 5/7-1-1; and

WHEREAS, electors reside on the Property as of the date the Annexation Petition (as defined below and attached hereto as Exhibit D) was filed with the Village; and

WHEREAS, the Developer is the contract purchaser of the entire Property; and

WHEREAS, the Property is currently zoned in the Kane County F-Farming District and used for crop farming and two detached single-family residences; and

WHEREAS, subject to the terms of this Agreement, the Owner and Developer desire to have the Property annexed to the Village, and the Village, as a home rule municipality, desires to annex the Property pursuant to 65 ILCS 5/7-1-1 *et seq.* and in accordance with an annexation agreement entered into pursuant to 65 ILCS 5/11-15.1-1 *et seq.* and other applicable authority; and

WHEREAS, the annexation of the Property shall extend the corporate limits of the Village; and

WHEREAS, the Owner, Developer, and Village desire to obtain assurances from each other as to certain matters covered by this Agreement during the Term hereof; and

WHEREAS, after due notice as required by law, a public hearing on this Agreement was conducted by the President and Board of Trustees of the Village (the "Corporate Authorities") on March 11, 2021; and

WHEREAS, upon annexation to the Village, Developer desires to develop the Property as a multi-lot planned unit development ("*PUD*") in multiple phases for construction of a distribution facility and industrial business park as further described herein (the "*Proposed Development*"); and

WHEREAS, the first phase of the Proposed Development is planned to consist of constructing an approximately 630,000 square foot industrial building and distribution center; office space; ancillary access, parking, and loading facilities; and related on-site and off-site improvements on the southern approximately 152-acre portion of the Property depicted as "Lot 1," "Lot 3," "Lot 4," and "Lot 5" on Exhibit B (collectively, "*Phase I*"); and

WHEREAS, one or more future phases of the Proposed Development (each a "Future Phase") are planned to consist of constructing one or more buildings for light industrial or business park uses and related improvements on the northern approximately 109-acre portion of the Property depicted as "Lot 2" on Exhibit B (the "Northern Parcel"); and

WHEREAS, the Parties acknowledge that if the Northern Parcel is developed in more than one Future Phase, then Owner and Developer shall be required to apply to the Village for further resubdivision of the Northern Parcel in accordance with the Village's subdivision regulations, this Agreement, and other applicable law; and

WHEREAS, on February 23, 2021, the Owner and Developer jointly filed with the Village the Annexation Petition and Annexation Plat (as defined herein); and

WHEREAS, on January 7, 2021, the Owner and Developer filed an application for Zoning Code text amendments, Zoning Map amendments, special use and planned unit development approvals, zoning variations, subdivision approvals, amendments to the I-90/IL47 Gateway Plan of the Village of Huntley Comprehensive Plan, and other zoning and subdivision relief necessary to allow the Proposed Development on the Property (collectively, the "Development Application"); and

WHEREAS, in connection with the Annexation Petition and Development Application, and in order to promote sound land use planning and appropriate development of the Property in

accordance with the Comprehensive Plan, the Village wishes to consider an amendment to the Zoning Code in substantially the form of **Exhibit** C hereto in order to create a new ORI-1 "Specialty Office/Research Industrial" District (the "*ORI-1 District*") and an amendment to the Village's Zoning Map to rezone the Property into such ORI-1 District following its annexation to the Village; and

WHEREAS, the Huntley Plan Commission ("PC") on February 22, 2021, following the giving of all necessary notices and taking of all required actions, conducted a public hearing in accordance with the Zoning Code and other applicable authority regarding the Development Application and I-90/IL 47 Gateway Plan amendments, Zoning Code amendments to create the ORI-1 District, and the zoning and subdivision relief requested in connection with the Proposed Development on the Property; and

WHEREAS, the Proposed Development will be compatible with and will further the planning objectives of the Village, and the annexation of Property to the Village will be of substantial benefit to the Village, will increase the tax base of the Village, and will promote and enhance the general welfare of the Village and its residents; and

WHEREAS, the Parties desire to enter into this Agreement, upon the terms and conditions contained herein, with respect to the annexation of the Property and various other related matters pursuant to Section 11-15.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-15.1 *et seq.*; and

WHEREAS, all public hearings required by law have been held pursuant to all required notices by the Corporate Authorities, and/or the PC upon the matters covered by this Agreement; and

WHEREAS, notice has heretofore been served on all individuals and entities, both public and private, who are entitled to such notice under the laws of the State of Illinois and in particular pursuant to Section 7-1-1 of the Illinois Municipal Code, 65 ILCS 5/7-1-1; and

WHEREAS, the Owner and Developer have agreed to take all necessary steps to petition the Huntley Park District to annex the Property to the Huntley Park District pursuant to 70 ILCS 1205/3-1 within 120 days after the Property's annexation to the Village; and

WHEREAS, the corporate authorities of the Village, after due and careful consideration, have concluded that the annexation and development of the Property, upon the terms and conditions hereinafter set forth, would further the growth of the Village and enable the Village to control the development of the area and serve the best interests of the Village; and

WHEREAS, by favorable vote of at least two-thirds (2/3) of the corporate authorities of the Village then holding office, an ordinance has heretofore been adopted authorizing the execution of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, conditions and agreements hereinafter set forth, the Parties hereto mutually agree as follows:

ARTICLE I

Recitals and Definitions

1.1 <u>Recitals</u>. The foregoing recitals are hereby incorporated into and made a part of this Agreement as if fully set forth.

1.2 <u>Definitions</u>.

Whenever used in this Agreement, the following terms shall have the following meanings unless a different meaning is required by the context:

<u>"Annexation Petition"</u>: That certain petition, executed by Owner as the owner of the Property and by at least 51% of the electors residing on the Property as of the date of said petition, dated as of February 23, 2021 seeking annexation of the Property to the Village, a copy of which is attached as **Exhibit D** to this Agreement, and the original of which is on file with the Village Clerk.

<u>"Annexation Plat"</u>: That certain plat of annexation prepared by Jacob & Heffner Assoc. and dated January 4, 2021 a copy of which is attached as **Exhibit A** to this Agreement.

<u>"Building Code"</u>: Chapter 150, entitled "Building Regulations," of the Village Code, as the same has been and may, from time to time hereafter, be amended.

"Corporate Authorities": The President and Board of Trustees of the Village of Huntley.

<u>"Effective Date":</u> The date of execution of this Agreement by all parties hereto, which date shall be deemed to be the date set forth in the first paragraph of Page 1 of this Agreement.

<u>"Lot"</u>: A subdivided lot of record on the Property, either pursuant to: (i) the Final Subdivision Plat, or (ii) a future plat of subdivision or resubdivision of the Property that is approved by the Corporate Authorities in accordance with the Requirements of Law.

"Phase": Phase I or a Future Phase.

"Phase I Final Plans": The final plans for Phase I of the Proposed Development that receive the approval of the Corporate Authorities pursuant to Section 3.1(iv) of this Agreement and in accordance with the Requirements of Law. Upon such approval, said Phase I Final Plans shall, automatically and without further action by the Corporate Authorities, be deemed to be incorporated in, and made a part of, this Agreement.

"Future Phase Final Plans": The final plans for each Future Phase of the Proposed Development that receive the approval of the Village pursuant to Section 3.1(iv) of this Agreement and in accordance with the Requirements of Law, which final plans shall be deemed to include any and all "Future Phase Technical Plans" (as defined in the Final PUD Ordinance attached hereto as Exhibit I) upon their written approval by the Village Manager in accordance with such Final PUD Ordinance. Upon such approvals, said Future Phase Final Plans shall, automatically and without further action by the Corporate Authorities, be deemed to be incorporated in, and made a part of, this Agreement.

"Final PUD Plat and Plans": The final planned unit development plat and plans that receive the approval of the Corporate Authorities pursuant to Section 3.1(iv) of this Agreement and in accordance with the Requirements of Law. Upon such approval, said Final PUD Plat and Plans shall, automatically and without further action by the Corporate Authorities, be deemed to be incorporated in, and made a part of, this Agreement.

<u>"Final Subdivision Plat"</u>: The combined preliminary and final subdivision plat that receives the approval of the Corporate Authorities pursuant to Section 3.1(iv) of this Agreement and in accordance with the Requirements of Law. Upon such approval, said Final Subdivision Plat shall, automatically and without further action by the Corporate Authorities, be deemed to be incorporated in, and made a part of, this Agreement.

<u>"Final Plans"</u>: The approved Final PUD Plat and Plans, Final Subdivision Plat, Phase I Final Plans, and Future Phase Final Plans, collectively.

<u>"Force Majeure"</u>: Strikes, lockouts, acts of God, or other factors beyond a party's reasonable control and reasonable ability to remedy. The Parties acknowledge and agree that (a) as of the date of this Agreement, a national or regional pandemic, quarantine and other conditions

exist that are related to COVID-19; (b) the impact of such pandemic, quarantine and other conditions on the Parties' respective rights and obligations under this Agreement is not yet fully known; and (c) the execution and delivery of this Agreement with the knowledge of such ongoing pandemic, quarantine and other conditions will in no way whatsoever preclude, impair or other adversely affect the relief to which either Party is entitled as a result of the same being a Force Majeure event (*i.e.*, just as though such ongoing pandemic, quarantine and other conditions had not existed as of the date of this Agreement).

<u>"PC"</u>: The Plan Commission of the Village of Huntley.

<u>"Project Improvements"</u>: All of the improvements and facilities that are required or authorized to be made, constructed, or installed in connection with the subdivision and development of the Property as provided in this Agreement. The Project Improvements shall be comprised of:

- a. <u>"Public Improvements"</u>: being those Project Improvements that are to be dedicated to the Village or such other public agencies as the Village may approve, and which are generally identified as "Public Improvements" in **Exhibit E** hereto and more specifically depicted on the Final Plans as being dedicated to the public;
- b. <u>"Private Improvements"</u>: being those Project Improvements (other than Public Improvements and Structural Improvements) that are required to be constructed, installed, or placed in service pursuant to the Final Plans or Requirements of Law; and
- c. <u>"Structural Improvements"</u>: being those buildings and structures authorized to be constructed on the Property pursuant to the Final Plans.

<u>"Property"</u>: That certain tract of land consisting of approximately 261 acres of real property commonly known as 41W368 Freeman Road and legally described and depicted on the Plat of Annexation attached hereto as **Exhibit A**.

"Requirements of Law": Applicable Village Codes and Ordinances and all other applicable federal, state, and county laws, statutes, codes, ordinances, resolutions, rules, and regulations.

<u>"Subdivision Code"</u>: The Village of Huntley Subdivision Regulations and Design Criteria, being Chapter 155 of the Village Code, as the same has been and may, from time to time hereafter, be amended.

"<u>Village Code</u>": The Code of Huntley, as the same has been and may, from time to time hereafter, be amended.

<u>"Village Codes and Ordinances"</u>: All applicable provisions of the Village Code (including without limitation the Zoning Code, Subdivision Code, Building Code, and all stormwater management and flood hazard regulations) and all other applicable Village codes, ordinances, and regulations.

<u>"Zoning Code"</u>: The Village of Huntley Zoning Ordinance, being Chapter 156 of the Village Code, as the same has been and may, from time to time hereafter, be amended.

ARTICLE II

Annexation

2.1 <u>Annexation of the Property.</u> The fully executed Annexation Petition seeking annexation of the Property pursuant to 65 ILCS 5/7-1-8 was filed with the Village on February 23, 2021. A copy of the Annexation Petition is attached hereto as **Exhibit D**, and the original is on file

with the Village Clerk. Immediately after the approval and execution of this Agreement, the Village agrees to enact an ordinance in substantially the form of **Exhibit F** hereto, annexing the Property, including all adjacent unincorporated roads and highways, to the Village (the "Annexation Ordinance"). The Annexation Ordinance shall be effective upon the "effective date" as defined in the Annexation Ordinance and, after such effective date the Annexation Ordinance and Annexation Plat shall be recorded with the Kane County Recorder of Deeds as provided in Section 2.2, below. The date that the Property's annexation is effective is herein referred to as the "Annexation Date".

2.2 <u>Escrow of Documents.</u> Following the completion of all actions described in Section 3.1 of this Agreement, but prior to recordation of the Annexation Ordinance or the Final Subdivision Plat and prior to the Developer's acquisition of the Property, the items listed below (collectively, "*Escrowed Items*") shall be placed into an escrow account established with the office of the title company handling the closing of Developer's acquisition of the Property pursuant to the terms of an escrow agreement ("*Escrow Agreement*") in a form approved by each Party's attorneys:

a. By the Village:

- executed originals or certified copies of each of this Agreement, the Annexation Ordinance and Annexation Plat, and the Final PUD Ordinance (as defined herein), each in recordable form and including all applicable exhibits; and
- ii. an original, fully executed mylar of the Final Subdivision Plat in recordable form; provided, however, that the Village shall have no obligation to execute or deposit into escrow said Final Plat of Subdivision unless and

until Owner or Developer has submitted to the Village an original mylar of the Final Subdivision Plat bearing all required non-Village approvals, sworn statements, signatures, and certifications; and

iii. an invoice ("Invoice") for all amounts payable to the Village under this Agreement as of the date of such Invoice, including without limitation: (a) all fees and costs actually incurred by the Village for legal, engineering, plan review, and other consultant and staff services that Owner and Developer are required to reimburse under this Agreement; (b) the Capital Development Fee required by Section 10.5 of this Agreement; and (c) the entryway signage contribution required by Section 5.4 of this Agreement.

b. By the Owner and/or Developer:

- i. An executed original of this Agreement;
- ii. A fully executed "Unconditional Agreement and Consent" in the form set forth as Exhibit F to the Final PUD Ordinance;
- iii. If Developer assigns its right to purchase the Property, or any portion thereof, to one or more third-parties (each an "Assignee"), an acknowledgement signed by each such Assignee (each an "Assignee Acknowledgement") in a form acceptable to the Village and providing that the Assignee acknowledges: the execution and recordation of this Agreement, the approval and recordation of the Final PUD Ordinance, that Assignee is acquiring title to the Property as the assignee of Developer under both this agreement and the Final PUD Ordinance, and that Assignee

- will succeed to all rights and obligations of the Developer under this Agreement and the Final PUD Ordinance;
- iv. A fully executed declaration of easements and restrictions for Phase I in accordance with Section 3.5 of this Agreement;
- v. cash funds in the full amount of the Invoice, plus sufficient sums to cover the actual costs of recording the Escrow Items as described below plus all applicable escrow fees and costs required to be paid to the title company or escrowee pursuant to the Escrow Agreement.

The Escrow Agreement will set forth escrow instructions in a form acceptable to all Parties providing, in part, that the escrowee is authorized to take the following actions:

- a. Upon being advised by Developer that it, or its assignee, is prepared to take title to the Property, record, at Developer's expense and in the following order:
 - i. this Agreement;
 - ii. the Annexation Ordinance and Annexation Plat; and
 - iii. the Final PUD Ordinance;
 - iv. The Final Subdivision Plat;
- b. Immediately following Developer's acquisition of fee simple title to the Property, record, at Developer's expense, and in the following order:
 - i. The deed conveying title to the Property to Developer or Developer's assignee, as applicable;
 - ii. Any and all Assignee Acknowledgements, as applicable; and
 - iii. The Phase I declaration of easements and restrictions;

- c. Immediately following Developer's acquisition of fee simple title to the Property, disburse cash funds to the Village in the full amount of the Invoice; and
- d. Disburse any applicable escrow fees and costs to the title company or escrowee.
- 2.3 Park District Annexation. Within 120 days following the Annexation Date, Owner and Developer agree to submit to the Huntley Park District a petition pursuant to 70 ILCS 1205/3-1 requesting annexation of the Property to the Huntley Park District, which petition shall be signed by all owners of record of the Property and certify that there are no legal voters residing on the Property.
- 2.4 <u>Valid Annexation</u>. This Agreement in its entirety, at the option of the Owner and Developer, shall be null and void unless the Property is annexed to the Village, and the Property is zoned and classified in accordance with and as contemplated by this Agreement, and the ordinances and approvals described herein are adopted or granted at the times specified herein.

ARTICLE III

Zoning and Subdivision Approvals; Development Phasing

- 3.1 Zoning and Subdivision of the Property. Immediately following the approval of the Annexation Ordinance, the Corporate Authorities of the Village shall take the following actions; provided, however, that all such actions shall take effect only following the effectiveness of the annexation upon the Annexation Date:
- (i) Take all actions necessary, including passage of an ordinance in the form of **Exhibit**C hereto (as the same may be modified with the approval of all Parties), to amend the Zoning Code to establish the ORI-1 District:

- (ii) Take all actions necessary, including passage of an ordinance in substantially the form attached hereto as **Exhibit I**, to zone and classify the Property to the ORI-1 District under the Zoning Code;
- (iii) Take all actions necessary, including passage of an ordinance in substantially the form attached hereto as **Exhibit H**, to amend the I-90/IL47 Subarea Gateway Plan of the Village of Huntley Comprehensive Plan to designate the Property as appropriate for light industrial and warehouse/distribution uses;
- (iv) Take all actions necessary, including passage of an ordinance in substantially the form of Exhibit I attached hereto ("Final PUD Ordinance"), to: (a) approve a special use permit for a PUD on the Property; (b) grant combined preliminary and final approval of the Final PUD Plat and Plans for the Proposed Development; (c) approve certain permitted and special uses for the Property as set forth in the Final PUD Ordinance; (d) approve the Final Subdivision Plat for the Property in substantially the form attached hereto as Exhibit B; (e) approve variations, exceptions, and departures from certain provisions of the Zoning Code and Subdivision Code with respect to the Property as set forth in the Final PUD Ordinance; and (f) approve plans in substantially the form attached hereto as Exhibit J and detailed development standards as set forth in the Final PUD Ordinance as the Final PUD Plat and Plans for all phases of the Proposed Development (including Phase I and the Future Phases), including authorization for administrative approval of certain Phase I plan revisions and approval of "Future Phase Technical Plans" as provided in such Final PUD Ordinance and in accordance with the standards, terms, and conditions set forth in the Final PUD Ordinance and this Agreement.
- 3.2 <u>Phase I of the Proposed Development</u>. Phase I of the Proposed Development shall include the development of an approximately 630,00 square foot industrial building and

distribution center; office; ancillary access, parking, and loading facilities; and related on-site and off-site improvements including construction of a public roadway identified as "Venture Court" on the Phase I Final Plans ("Venture Court"); modification of an existing traffic signal at Freeman Road and Venture Court; installation of a new traffic signal at Freeman Road and Weber Drive; other new intersection improvements within the existing Freeman Road public right-of-way; public and private utility facilities; stormwater management and drainage facilities; and related improvements all as further defined and depicted on the Phase I Final Plans. Developer shall complete the development of Phase I in accordance with the Final PUD Ordinance and this Agreement (including substantial conformity to the approved Phase I Final Plans) and the development schedule set forth in the Final PUD Ordinance. Venture Court will be dedicated to and accepted and maintained by the Village as a public road in accordance with Article IX of this Agreement unless Developer delivers to the Village, prior to the issuance of a final certificate of occupancy for the Phase I Structural Improvements, written notice that Developer has elected that Venture Court will be owned and maintained as a private road. If Venture Court is dedicated as a public road, then the Developer shall also dedicate, at no cost to the Village and as a condition precedent to the Village's approval and acceptance of Venture Court, a permanent easement across the northwestern portion of the Phase I Property in a location mutually acceptable to the Parties for ingress and egress by the Village to the public water tower and ComEd electric service station located adjacent to the Property. If Developer elects to own and maintain Venture Court as a private road, then Developer shall record a declaration of easements and restrictions against the Property, in a form consistent with Section 3.5 of this Agreement and reasonably acceptable to the Village, providing for private maintenance of Venture Court in perpetuity.

- 3.3 Future Phase Development. The Future Phase of the Proposed Development shall include further development of the Northern Parcel in accordance with this Agreement; the approved permitted and special uses and detailed development standards, terms, and conditions set forth in the Final PUD Ordinance; and the Requirements of Law. The Parties acknowledge and agree that the Northern Parcel may be developed in more than one Future Phase subject to Owner and Developer applying for and receiving approval of a further resubdivision of the Northern Parcel in accordance with all applicable Requirements of Law and this Agreement. Except for work associated with completion of Phase I Project Improvements in substantial conformity with the Phase I Final Plans, no development of a Future Phase may be undertaken until the Developer applies for and obtains administrative approval of the applicable Future Phase Final Plans, approval by the Corporate Authorities of a plat of resubdivision if applicable, and issuance of all building and development permits and approvals required by this Agreement and applicable Requirements of Law for such Future Phase development activities. Notwithstanding the foregoing, Developer may, in its discretion and at its expense and subject to compliance with the terms of this Agreement and the Requirements of Law, including obtaining all required Village permits: (i) further extend Venture Court and/or utility facilities north onto the Northern Parcel (subject also to obtaining any required subdivision and other approvals); and (ii) undertake excavation and/or mass grading in accordance with Section 4.5 prior to obtaining approval of Future Phase Final Plans.
- 3.4 <u>Execution and Recordation of Final Plats</u>. Following approval of the Final PUD Ordinance and Final Subdivision Plat, the Village shall cause all required Village signatures and certifications to be affixed thereto; provided, however, that no such signatures and certifications shall be affixed by the Village until the Owner or Developer shall have obtained all other

approvals, sworn statements, signatures, and certifications required therefor. Thereafter, the Village will deposit the fully executed Final Subdivision Plat into escrow to be recorded in accordance with Section 2.2 hereof.

- 3.5 <u>Declarations</u>. At the time of the recordation of the Final Subdivision Plat, the Owner shall record against all of the Lots within Phase I a declaration of easements and restrictions in a form and substance reasonably acceptable to the Village and consistent with the requirements of this Section. Additionally, in connection with any Future Phase, if the Owner seeks approval of a further resubdivision of the Northern Parcel in a manner that will create non-buildable outlots, common easement areas, or other common private improvements necessary to support development and use of more than one Lot, then prior to or at the time of recordation of such final plat of resubdivision, the Owner shall record a further declaration of easements and restrictions, in a form and substance reasonably acceptable to the Village and consistent with the requirements of this Section, against all Lots in the relevant Future Phase that benefit from those common areas or improvements. The declarations of easements and restrictions required by this Section, whether for Phase I or a Future Phase, (collectively, the "Declarations"), shall provide for the following:
 - (i) the protection and maintenance by the Owner or Owners of all relevant Lots within the applicable Phase, as applicable, in perpetuity, of all shared or common facilities and other common private improvements within the relevant Phase (exclusive of Public Improvements that are publicly dedicated and accepted), including without limitation roadways, sidewalks, parking/ loading facilities, signage, lighting, landscaping and berms (specifically including the earthen berm on the Northern Parcel required by Section 4.3 of this Agreement), wetland areas and wetland buffers, open spaces, utility facilities, and stormwater conveyance,

- retention, and detention areas and facilities, as applicable (collectively, "Common Facilities");
- (ii) the development of an appropriate maintenance plan for all such Common Facilities, subject to approval by the Village Engineer and in accordance with applicable Village Codes and Ordinances and the Kane County Stormwater Management Ordinance; and
- (iii) the right of the Village to take action to cure any failure of the responsible Owner or Owners, as applicable, to properly maintain and repair the Common Facilities or to otherwise abide by the provisions of the Declarations, subject to subparagraph (iv) below; the right of the Village to be reimbursed for all costs and expenses incurred by the Village related thereto, including without limitation the right of the Village to perfect a lien to recover such costs and expenses against the Lot or Lots on which the maintenance or repair was performed and against the Lot or Lots owned by the defaulting Owner or Owners, all subject to notice and cure periods of not less than 30 days and otherwise reasonably acceptable to the Parties; and the right of the Village to enter onto the relevant portion of the Property at such times and in such areas as may reasonably be necessary for the Village to exercise its rights described herein.
- (iv) With respect to Phase I only, in the event that the Village takes action to cure any failure of the Phase I Owner or Owners, as applicable, as provided in this Section, the following requirements apply (except in an emergency that precludes compliance with one or more of the following requirements, in which case the Village shall comply to the extent reasonably possible): (i) no such work may

occur during the periods from November 1 to January 15, or June 15 through July 31 (the "*Holiday Season*") without prior consent of the occupant of the Phase I Property; (ii) the Village will give at least thirty (30) days' notice of any such work to the Phase I Owner; and (iii) such work may only occur during times reasonably approved by the occupant of the Phase I property (and it will be reasonable for such occupant to require that such work occur outside of the normal business hours of 9:00 a.m. – 5:00 p.m., Mondays through Fridays); provided that, upon at least 30 days' written notice to the Village, Owner may change the dates of (but not the total number of days included in) the Holiday Season.

- 3.6 Effect of Rezoning and Final PUD Ordinance. Unless changed by the Village at the request of Owner and Developer, the provisions of the ORI-1 zoning classification and the Final PUD Ordinance shall create a permanent zoning classification for the Property and shall remain in effect throughout the Term of this Agreement. The ORI-1 zoning classification and Final PUD Ordinance shall also remain in effect thereafter unless and until amended in the manner provided by law for the amendment of zoning classifications. Following their effective dates, the ORI-1 zoning classification and Final PUD Ordinance for the Property shall not lapse or expire at any time or upon the occurrence of any event or upon the failure of any event to occur.
- 3.7 Additional Zoning or Subdivision Relief. Nothing in this Agreement shall preclude Owner or Developer from applying for the approval of additional zoning or subdivision relief relating to the Property, including without limitation further variations or deviations from the Zoning Code or Subdivision Code; further PUD approvals or amendments; Zoning Code or Zoning Map amendments; or further subdivision or resubdivision of the Property as authorized by, and in

accordance with the Requirements of Law. The Village agrees to give all such requests for relief prompt consideration but does not guarantee the approval thereof, and the failure of the Village to approve any request under this paragraph shall not be construed as a breach of this Agreement.

- 3.8 <u>Compliance with the Requirements of Law</u>. Except for variations, exceptions, and departures from certain Village Codes and Ordinances that are expressly approved by the Final PUD Ordinance or this Agreement, Owner and Developer shall comply with the existing requirements of the Village Code, Zoning Code, Subdivision Code, Sign Regulations, and all other Requirements of Law unless specific relief is requested therefrom and approved by the Corporate Authorities in their sole discretion.
- 3.8 Existing Uses. The Parties acknowledge that portions of the Property are currently used for crop farming and two existing detached single-family residences (the "Existing Uses"), and upon the Property's annexation to the Village and classification to the ORI-1 District, the Existing Uses will become legal nonconforming uses. The Existing Uses may continue in accordance with Article XV of the Zoning Code on each Lot until issuance of the first building permit for a Phase on that Lot (in accordance with the most recent plat of subdivision or resubdivision affecting that Lot). Thereafter, no use of the Property shall be permitted except in strict conformity with the Zoning Code, the Final PUD Ordinance, and this Agreement.

ARTICLE IV

Development of the Property and Project Improvements

4.1 Notwithstanding any use or development right that may be applicable or available to the Property pursuant to the Village Codes and Ordinances, the Property shall be used and developed, except for minor alterations due to final engineering and site work approved by the

Village Engineer or such further amendments or relief as may be approved by the Corporate Authorities in their sole discretion, only pursuant to and in accordance with the following, listed in order of priority and control:

- a. this Agreement;
- b. the Final PUD Ordinance;
- c. the Final Subdivision Plat;
- d. the Phase I Final Plans;
- e. the Future Phase Final Plans;
- f. the provisions of the Zoning Code applicable to the ORI-1 District;
- g. all other applicable provisions of the Zoning Code and Subdivision Code;
- h. all other applicable Village Codes and Ordinances;
- i. the Requirements of Law; and
- j. any applicable Declarations, as they may be amended from time to time.

Unless otherwise provided in this Agreement, either specifically or in context, in the event of a conflict between or among any of the items listed above the item higher on the list will control over those lower on the list. Subject to the foregoing, all of the above plans, ordinances, and documents shall be interpreted so that the duties and requirements imposed by any one of them are cumulative among all of them, unless otherwise provided in this Agreement either specifically or in context.

- 4.2 <u>Construction of Project Improvements.</u>
- (a) The Developer shall, at its sole cost and expense, design, construct, and install all of the Project Improvements. In developing each of Phase I and Future Phases of the Proposed Development, the Developer shall only be required to construct and install those Project Improvements that are depicted on the approved Final Plans for the applicable development phase.
- (b) All Project Improvements shall be designed and constructed pursuant to and in accordance with the Final PUD Ordinance and Final Plans for the applicable development phase, and in compliance with the Requirements of Law (unless expressly provided otherwise in the Final PUD Ordinance), all to the satisfaction of the Village Engineer. All work performed on the Project

Improvements shall be conducted in a good and workmanlike manner, consistent with good engineering practices, the building and development permits issued for the work and, with regard to the Project Improvements for Phase I only, diligently and in accordance with the schedule established by this Agreement and the Final PUD Ordinance. Project Improvements for the Future Phases shall be completed diligently in accordance with the schedule established by the building and development permits issued for the work. All materials used for construction of the Project Improvements shall be of first quality.

- (c) Venture Court, including any further extension thereof onto the Northern Parcel, shall be designed and built in accordance with the standards applicable to public streets under the Subdivision Code (unless expressly provided otherwise in the Final PUD Ordinance).
- 4.3 Landscaping. In connection with Phase I of the Proposed Development, and prior to issuance of any final certificate of occupancy for Phase I, Developer shall install landscaping in substantial conformity with the Phase I Final Plans, including a combination of landscaped berm and storm water detention basins along such portions of Property's Freeman Road frontage as are required in the Phase I Final Plans. In connection with Future Phases of the Proposed Development, and prior to issuance of any final certificate of occupancy for each applicable Phase, Developer shall install landscaping as required by the Final Plans for that Future Phase, which shall also include without limitation a combination of a variable height earthen berm landscaped with 8-foot evergreen trees along the Northern Parcel's eastern property line extending to the northern boundary of the Northern Parcel. That berm will (a) be constructed within the 200-foot setback along the Northern Parcel's eastern property line, (b) utilize slopes up to and including 3H:1V, and (c) be no less than elevation 940 at the top of the berm along its entire length. In addition, subject to and in accordance with the requirements of the Village's Zoning Code and

Subdivision Code applicable to the Property, Developer shall be responsible in perpetuity for planting, maintaining, and promptly replacing as needed (subject to reasonable seasonal and weather conditions) all landscaping materials on the Property that are required by the Final Plans, including removal and replacement of any damaged, diseased, or dead trees or other landscape materials as needed in accordance with the Final PUD Ordinance and the Declarations. With respect to the initial development of Phase I, Owner and Developer shall make improvements to the eastern Property line including enhanced landscaping, berming, and sound barriers as shown on the Phase I Final Plans in lieu of strict compliance with the Village's Tree Preservation and Landscape Ordinance (Title XV, Article XIV of the Village Code, the "Tree Ordinance"). After the initial development of Phase I, Owner and Developer shall be responsible for compliance with the Tree Ordinance in connection with use and maintenance of the Phase I Property and any further development or redevelopment thereof. With respect to the initial development of the Future Phases, Owner and Developer shall make improvements to the Northern Parcel's eastern property line including enhanced landscaping and berming in accordance with the Final PUD Ordinance and as shown on the applicable Future Phase Final Plans in lieu of strict compliance with the Tree Ordinance. After the initial development of each Future Phase, Owner and Developer shall be responsible for compliance with the Tree Ordinance in connection with use and maintenance of that Future Phase and any further development or redevelopment thereof.

4.4 <u>Parkway Trees</u>. As each phase of the Proposed Development is developed, the Developer shall install parkway trees and landscaping along Venture Court and any other public or private streets that may be developed on the Property as required by, and in accordance with, the Final Plans ("*Parkway Trees*"). The Developer shall install all required Parkway Trees during the periods of April 1 through June 30 or August 1 through October 31 in any year (the "*Planting*").

Periods"). All Parkway Trees shall be installed prior to the issuance of any final certificate of occupancy for the affected development phase; provided, however, that if any building qualifies for a final certificate of occupancy but for the installation of required Parkway Trees at a time outside the Planting Periods, the Village shall issue a temporary certificate of occupancy for each such building upon the Developer posting adequate security with the Village in a form and amount acceptable to the Village, [which security may (but need not) be part of the overall performance security for the applicable development Phase] to assure the installation of such Parkway Trees during the next Planting Period (or as soon thereafter as weather permits) and completion of subgrading the area. Unless otherwise approved by the Village Manager or his or her designee, the species of all Parkway Trees shall be as provided in the Final Plans for the applicable development phase. The Developer shall guarantee the health and survival of all Parkway Trees for a period of three years after their initial acceptance by the Village and shall promptly replace any Parkway Trees that the Village determines to be diseased, dead, or dying during such guarantee period. The Developer's maintenance obligations relating to the Parkway Trees shall be secured by delivery of a Maintenance Bond as defined in Section 9.13 of this Agreement.

4.5 <u>Grading and Site Development.</u> At any time: (i) after the execution of this Agreement with respect to Phase I; or (ii) with respect to a Future Phase, prior to approval of the Final Plans for that Phase, Developer may proceed at their own risk, in accordance with the Subdivision Code and all applicable stormwater management or flood hazard regulations, with the excavation and/or mass grading of the Property, the installation of erosion and sedimentation control measures, the construction of stormwater retention and detention facilities, and activities such as filling, soil stock piling, and site grading, but only if the following conditions have been met: (1) Developer has applied for and obtained Village grading and stormwater permits for such

activities on the affected portion(s) of the Property; (2) Developer assumes all risk, agrees to defend and hold the Village harmless for such work, and agrees to modify any work if so required to satisfy the applicable Final Plans; (3) Developer posts and maintains a bond, letter of credit, or escrow deposit in a form and amount approved by the Village for the reasonable estimated costs of site restoration, including topsoil replacement; and (4) Developer submits any required NPDES Phase II Notices of Intent and Stormwater Pollution Prevention Plans as to the affected Phase for approval by the Village. As a precondition to obtaining Village grading and stormwater permits for such work, Developer shall submit plans containing sufficient information to demonstrate, to the satisfaction of the Village Engineer, that the work will be accomplished in accordance with good engineering practices and that the Developer will take such action as may be necessary to assure that such work ultimately complies with the approved Final Plans for the applicable Phase.

4.6 Completion of Construction. If the Owner or Developer fails to diligently pursue all construction as required in, or permitted by, this Agreement to completion within the time period prescribed in the building permit or permits issued by the Village for such construction, and if the building permit or permits are not renewed within three months after the expiration thereof, then the Owner or Developer shall, within 60 days after written notice from the Village, remove any partially constructed or partially completed buildings, structures, or Project Improvements from the relevant Lot or portion thereof. In the event the Owner or Developer fails or refuses to remove said buildings, structures, and Project Improvements as required, then the Village shall have, and is hereby granted, in addition to all other rights afforded to the Village in this Agreement and by law, the right, at its option, to demolish and/or remove any of said buildings, structures, and Project Improvements, and the Village shall have the right to apply any applicable security or otherwise charge the Owner or Developer for an amount sufficient to defray the entire cost of the

work, including legal and administrative costs. If the amount charged is not paid by the Owner or Developer within 30 days following a demand in writing by the Village for payment, the Village may file a lien against the Lot (or portion thereof) on which the work was performed in the amount of the charge together with interest and costs of collection (including attorneys' fees), and the Village shall have the right to collect the charge, with interest and costs, and to enforce the lien in the same manner as mortgage and other liens on real property; provided, however, that any such lien will be subordinate to the prior recorded liens of any unrelated third party mortgage lender on the affected Lot (or portion thereof). The Village will promptly release any such lien of record upon receipt of amounts owed hereunder. Nothing in this Section 4.6 shall be deemed to preclude the Village from seeking relief pursuant to 65 ILCS 5/11-31-1.

ARTICLE V

Development Standards

Development Standards. The Developer agrees to develop the Property in accordance with this Agreement and the Final PUD Ordinance. Subject to compliance with the Requirements of Law (including public notice and hearing requirements), Owner or Developer may apply to the Village for additional zoning or subdivision relief, including amendments to the Final PUD Ordinance, in accordance with Sections 3.6 and 3.7 of this Agreement, and any such further relief or amendments may be approved by the Corporate Authorities in their sole discretion. Application for, or approval of, any such relief in accordance with the Requirements of Law shall not require amendment to this Agreement. The Village shall be under no obligation to make any changes to the Final PUD Ordinance, the allowable uses or development standards applicable to the ORI-1 District, or any other Village Codes and Ordinances.

- 5.2 <u>Signage.</u> In connection with Phase I of the Proposed Development, Developer may install signs on the Lots within Phase I in substantial conformity with the signage plans set forth in the Final Plans and approved by the Final PUD Ordinance. No signage may be installed on the Northern Parcel or in connection with any Future Phase except in accordance with the Final PUD Ordinance and approved Final Plans for that Future Phase.
- 5.3 <u>Sign Permits</u>. Before installing any signage on the Property, the Developer shall file completed sign permit applications with the Village that specify the final location and final sign plan for each such sign.
- Easements for Village Signage; Entryway Signage Contribution. The Owner agrees to convey to the Village, at no cost, a permanent easement for installation and maintenance of a Village entryway sign on Freeman Road together with reasonable rights of ingress and egress. That easement will be in the general location identified on Exhibit N hereto and will be substantially similar to the signage depicted in Exhibit N. Subject to the foregoing, the Parties shall cooperate to mutually determine the exact size and location of such easement and Village entryway sign on the Property. In addition, Owner or Developer agrees to contribute \$25,000.00 to the Village for the construction of the entryway signage feature.
- 5.5 <u>Damage to Public Property</u>. Owner and Developer shall maintain the Property in a good, clean, and safe condition at all times during development of the Property and construction of the Project Improvements in accordance with Village Codes and Ordinances. Further, Owner or Developer shall promptly clean all debris deposited on any street, sidewalk, or other public property in or adjacent to the Property by the Owner, Developer, or any of their agents or contractors and shall repair any damage to such public property that may be caused by the activities of the Owner, Developer, or any of their agents or contractors at the Property.

ARTICLE VI

Applicable Municipal Ordinances

- 6.1. In General. Except as otherwise provided in this Agreement, all applications for zoning or subdivision relief relating to the Property (including without limitation applications submitted by Owner or Developer for rezoning, resubdivision, variations, special use permits, new or amended planned unit development approvals); building, stormwater, or other site improvement and development permits; or other governmental approval or relief shall be processed and subject to the Village Codes and Ordinances generally in force at the time of said application. Notwithstanding the foregoing, if any amendment should be adopted to applicable Village Codes and Ordinances during the Term of this Agreement relating the annexation, zoning or subdivision of the Property or to the use of the Proposed Development or to other development of any kind or character on the Property that is inconsistent with or more restrictive than the terms and provisions of this Agreement, then the terms and provisions of this Agreement shall control, except to the extent that the change or amendment pertains directly to life safety concerns or is mandated by state or federal law. In addition to the foregoing, the Parties specifically agree that Structural Improvements on the Property may comply with the "Exit Access Travel Distance" standard of 400 feet for Group F-1 or S-1 as set forth in Section 1017.2.2 of the 2015 International Building Code (provided that the relevant Structural Improvement is used for a Group F-1 or S-1 use and all applicable conditions set forth in such Section 1017.2.2 are met) in lieu of compliance with the "Exit Access Travel Distance" required by Table 1016.2 of the Village Building Code.
- 6.2. <u>Building Code</u>. In addition to the foregoing, any change or amendment to the Building Code adopted during the Term of this Agreement shall not apply (a) to the construction

of any Phase I improvements and for which a building permit was applied for or obtained prior to the 180th day after the enactment of the Final PUD Ordinance, or (b) to the construction of any Project Improvements for which a building permit is applied for or obtained within sixty (60) days after the adoption of the relevant Building Code amendment.

ARTICLE VII

Building Code

- 7.1. <u>Development Exceptions</u>. Notwithstanding anything to the contrary in the Building Code or other applicable Village Codes and Ordinance, but subject to the provisions of Article IV above, the following standards, procedures, and requirements shall apply to the development of the Property:
- (a) Developer may submit applications for Phase I building permits at any time after approval and recordation of the Annexation Ordinance, Final PUD Ordinance, and Final Plat of Subdivision. No building permits (except permits for extension of Venture Court in accordance with Section 3.3 or excavation and/or mass grading in accordance with Section 4.5) will be issued for a Future Phase prior to approval of the Final Plans for that Future Phase in accordance with the Final PUD Ordinance.
- (b) Notwithstanding the provisions of Village Code Section 155.038, the Village shall issue permits for the construction and erection site work of steel, concrete and other non-combustible portions of any building prior to the establishment of operational fire hydrants on Property (or relevant portion thereof); provided, however, prior to the erection of any building shell there shall be established on-site vehicular pathways capable of supporting emergency equipment as determined by the Village Engineer and Huntley Fire Protection District, which

pathways may be constructed with an acceptable gravel base (as determined by the Village Engineer and Huntley Fire Protection District) or paved only with base course blacktop or concrete to satisfy that requirement. Access for emergency vehicles shall be maintained at all times in a manner satisfactory to the Village and the Huntley Fire Protection District.

- (c) Notwithstanding anything in the Requirements of Law or this Agreement to the contrary, Developer may apply for, and the Village agrees to promptly review and issue in accordance with this Agreement, building permits for construction of Structural Improvements within Phase I or any Future Phase (but only following approval of the relevant Future Phase Final Plans) in phases as follows:
 - (1) Foundation, grading, and excavation
 - (2) Building shell
 - (3) Interior improvements or build out

As a condition to issuance of a building permit for foundation improvements only, the Developer shall be required to: (i) submit complete applications for the building shell improvements within three months after issuance of the foundation permit and thereafter diligently pursue the building shell improvements to completion; and (ii) prior to issuance of the foundation building permit, post a bond, letter of credit, or escrow deposit in a form and amount approved by the Village for the reasonable estimated costs of site restoration, including topsoil replacement and seeding or sodding to secure Developer's obligation to timely obtain permits for the building shell. As a condition precedent to issuance of a building shell building permit, Developer shall be required to post a bond, letter of credit, or escrow deposit in a form and amount approved by the Village for the reasonable estimated costs of completing all Project Improvements for the relevant Phase, other than the interior improvements or build out.

ARTICLE VIII

[RESERVED]

ARTICLE IX

Public Improvements Generally

- 9.1 <u>Construction of Phase I Public Improvements</u>. The Developer shall design, secure permits for, pay for, and install all Public Improvements required for Phase I of the Proposed Development in accordance with the approved Phase I Final Plans. Such Phase I Public Improvements shall be completed prior to issuance of any final certificate of occupancy for Phase I.
- 9.2 <u>Construction of Future Phase Public Improvements.</u> The Developer shall design, secure permits for, pay for, and install all Public Improvements required for any Future Phase of the Proposed Development in accordance with the Final Plans for that Future Phase, including without limitation any additional required public or private streets, right-of-way or traffic signal improvements, Parkway Trees, utility extensions, and stormwater management or detention facilities. Such Future Phase Public Improvements shall be completed prior to issuance of any final certificate of occupancy for any Lot within the applicable Future Phase; provided, however, that Developer may apply for a temporary certificate of occupancy in accordance with the terms of this Agreement.
- 9.3 <u>Engineering Conformance</u>. All Public Improvements to be constructed by Developer hereunder shall be in conformance with the applicable approved Final Plans and with all Village Codes and Ordinances except to the extent expressly modified by this Agreement, the applicable approved Final Plans or the Final PUD Ordinance.

- 9.4 <u>Plan Review</u>. The Village shall respond to all engineering plan submittals relating to Public Improvements within ten (10) business days after submission, provided that such submissions comply with applicable Village Codes and Ordinances or, where such Village Codes and Ordinances are silent, meet generally accepted engineering standards. If any engineering plan submittals fail to comply with the Village Codes and Ordinance or any other requirements of this Agreement, the Village will give the Developer written notification within such ten (10) business day period specifying, in each case, those items deemed deficient by the Village. The Village may defer review of any engineering plan submittals until they are complete.
- 9.5 Guaranty of the Public Improvements. The Developer hereby guarantees the prompt and satisfactory correction of all defects and deficiencies in the Public Improvements approved by the Village (including without limitation landscaping installed by Developer on public lands or within public rights-of-way or easements) that occur or become evident within three years after approval and, where appropriate, acceptance of the Public Improvements by the Village pursuant to this Agreement. If any defect or deficiency occurs or becomes evident during that period, then Developer shall, after 30 days' prior written notice from the Village (subject to Force Majeure), correct it or cause it to be corrected. In the event any Public Improvement is replaced pursuant to any demand, the Guaranty provided by this section shall be extended, as to such replacement, for three full years from the date such replacement is completed and approved by the Village. In the event any Public Improvement is repaired pursuant to any demand, the Guaranty provided by this section shall be extended, as to such repair, for six months from the date such repair is completed and approved by the Village.

9.6 <u>Sanitary Sewer Service.</u>

- (a) Developer shall be required to provide for sanitary sewer service to the Proposed Development via connection to the Village's public sanitary sewer system. Developer will be responsible for compliance with all applicable connection and service requirements, but the Village shall waive payment of its standard sanitary sewer tap-on fees for each building to be constructed within Phase I and the Future Phase(s). The Village represents that, as of the Effective Date of this Agreement, the Village has adequate capacity in the Village's sanitary sewer system to serve the anticipated needs of the Proposed Development. Subject to Developer's satisfactory completion of all Sanitary Sewer Improvements (as defined below), the Village will provide sanitary sewer service to Phase I of the Proposed Development at the time the Developer applies for establishment of a new sanitary sewer connection for Phase I. Subject to Developer's satisfactory completion of all Sanitary Sewer Improvements and timely payment of the Sanitary Sewer Conveyance Contribution (as defined below), the Village will provide sanitary sewer service to the Future Phases of the Proposed Development at the time the Developer applies for establishment of one or more new sanitary sewer connections for the Future Phases. Thereafter, the Village will provide sanitary sewer service to the Proposed Development, and each building therein, on the same basis and in accordance with the same connection and service terms, regulations, and service fees as apply generally to non-residential properties within the Village.
- (b) <u>Construction of Sanitary Sewer Improvements; Sanitary Sewer Conveyance</u>

 <u>Contribution.</u> The Developer agrees to pay \$500,000.00 to the Village (the "Sanitary Sewer Conveyance Contribution") as a contribution towards construction of sanitary sewer conveyance capital improvements necessary to extend sanitary sewer service for development of the Future Phases, which improvements will include, at the Village's election, construction of either a new off-site lift station or a new off-site regional gravity sewer main to be located on the west side of

IL Rt. 47 (the "Sewer Capital Improvement"). Developer must pay the Sanitary Sewer Conveyance Contribution to the Village prior to the earlier of: (i) recording of any plat of resubdivision of the Northern Parcel; or (ii) issuance of the first building permit for development on the Northern Parcel. The Village shall have no obligation to extend or provide sanitary sewer service to any Future Phase development or any improvements on the Northern Parcel unless and until the Sanitary Sewer Conveyance Contribution is timely paid in full. Additionally, the Developer, at its sole expense, shall construct all applicable sanitary sewer system improvements (other than the Sewer Capital Improvement) that may be necessary to serve each Phase of the Proposed Development in accordance with the approved Final Plans for the relevant development phase (the "Sanitary Sewer Improvements"). The Sanitary Sewer Improvements shall include such on-site and off-site Public Improvements other than the Sewer Capital Improvement (including without limitation any additional gravity sanitary sewer mains, related facilities, and other facilities as are depicted on the Final Plans), and all such Public Improvements shall be dedicated and conveyed to the Village without cost or expense to the Village by a customary bill of sale following their construction by Developer and inspection, final approval, and acceptance by the Village. Following such conveyance, the Sanitary Sewer Improvements that are Public Improvements will be owned and maintained by the Village.

9.7 Potable Water Service.

(a) Developer shall be required to provide for potable water service to the Proposed Development via connection to the Village's public water system. Developer will be responsible for compliance with all applicable connection and service requirements, but the Village shall waive payment of its standard water system tap-on fees for each building to be constructed within Phase I and the Future Phase(s). The Village represents that, as of the Effective

Date of this Agreement, the Village has adequate capacity in the Village's water system to serve the anticipated needs of Phase I of the Proposed Development and of the Future Phases(s) provided that they are similar in character and intensity to Phase I. Subject to Developer's satisfactory completion of all Water System Improvements (as defined below) the Village will provide potable water service to the Proposed Development at the time the Developer applies for establishment of a new water system connection. The Village will provide such potable water service to the Proposed Development, and each building therein, on the same basis and in accordance with the same connection and service terms, regulations, and service fees as apply generally to non-residential properties within the Village.

- (b) <u>Construction of Water System Improvements.</u> The Developer, at its sole expense, shall construct all potable water system Project Improvements as and when necessary to provide water service to the Proposed Development in accordance with the approved Final Plans for each development phase (the "Water System Improvements"). The Water System Improvements shall include any on-site or off-site Public Improvements (including without limitation water mains and related facilities as depicted on the Final Plans), which Public Improvements shall be dedicated and conveyed to the Village without cost or expense to the Village by a customary bill of sale following their construction by Developer and inspection, final approval, and acceptance by the Village. Following such conveyance, the Water System Improvements that are Public Improvements will be owned and maintained by the Village.
- (c) If the Village determines that additional on-site or off-site water system improvements are required to provide necessary capacity to service (i) development of a Future Phase(s) and/or (ii) at the time of any redevelopment of Phase I in a manner other than as contemplated by the Final PUD Plat and Plans, then such additional water system improvements

shall be constructed by the Developer at its sole cost and expense. If requested by the Village, any such additional water system improvements shall be Public Improvements and will be dedicated and conveyed to the Village following their construction by Developer and inspection, final approval, and acceptance by the Village and, thereafter, will be owned and maintained by the Village.

(d) <u>Water and Sewer Connections</u>. Only one water service connection and one sanitary sewer service connection will be required for each building on the Property regardless of the number of tenants in the building. A separate water meter shall be provided for each tenant in the building. Water meters shall be located in a space within the building that is accessible at all times to the Village. Developer may request additional water and sewer service connections to any building at Developer's sole discretion. If however any building is subdivided or made subject to the Illinois Condominium Act, the owner of that building will be required to install individual services and meters per approval of the Director of Public Works and Engineering.

9.8 Storm Water Drainage, Detention and Management.

change or alter any existing grade, use, or structure on the Property in a manner that would materially affect storm water drainage at the Property except in compliance with all applicable Requirements of Law relating to stormwater drainage, detention, and management. Prior to receiving any building or development permits, including mass grading permits, for development activities on the Property, the Developer shall submit sufficient plans and information demonstrating, to the satisfaction of the Village Engineer, that such work will comply with all applicable Requirements of Law. It is acknowledged that the Developer has provided to the Village prior to the execution of this Agreement a preliminary stormwater management plan and other

engineering plans and information pertaining to Phase I of the Proposed Development, and the final versions of such plans will be incorporated into the Phase I Final Plans to be approved by the Final PUD Ordinance.

- (b) The application of the foregoing standards shall be cumulative, it being the intent that those standards or portions thereof, which are most restrictive shall apply.
- (c) The Owner and its successors and assigns in ownership of the Property or any portion thereof shall be responsible for undertaking appropriate maintenance and repair of all stormwater drainage and management areas and facilities in accordance with any applicable Declarations and the Requirements of Law. If an Owner fails to maintain any such storm water retention and detention facilities in accordance with the terms of this paragraph and does not cure that failure within thirty (30) days after written notice thereof from the Village (which thirty (30) day period will be extended for such additional period of time as may be reasonably necessary to cure that failure if the applicable Owner commences its cure within that thirty (30) day period and thereafter diligently prosecutes that cure to completion), the Village, in addition to exercising any other remedies provided by the Declarations or applicable law and subject to subparagraph (d) below, will have the right to enter the applicable Lot (or portion thereof) and take such action as may be reasonably necessary to cure the applicable failure by the applicable Owner(s) to properly maintain and repair such facilities or to otherwise fail to abide by the requirements of this paragraph. In such event, the applicable Owner must reimburse the Village for all costs and expenses incurred by the Village related thereto within thirty (30) days after demand from the Village, which demand will include reasonable supporting documentation of the costs for which the Village is demanding reimbursement. If the Village has not received such payment within that thirty (30) day period, the Village may file a lien to recover such costs and expenses against the

affected Lot (or portion thereof), which lien will be subordinate to the prior recorded lien of any mortgage or other loan document filed by any unrelated third-party mortgagee against the applicable portion of the Property. The Village will promptly release any such lien of record upon receipt of amounts owed hereunder.

(d) With respect to Phase I only, in the event that the Village takes action to cure any failure of the Phase I Owner or Owners, as applicable, to maintain any storm water retention and detention facilities as provided in this Section, the following requirements apply (except in an emergency that precludes compliance with one or more of the following requirements, in which case the Village shall comply to the extent reasonably possible): (i) no such work may occur during the periods from November 1 to January 15, or June 15 through July 31 (the "Holiday Season") without prior consent of the occupant of the Phase I Property; (ii) the Village will give at least thirty (30) days' notice of any such work to the Phase I Owner; and (iii) such work may only occur during times reasonably approved by the occupant of the Phase I property (and it will be reasonable for such occupant to require that such work occur outside of the normal business hours of 9:00 a.m. – 5:00 p.m., Mondays through Fridays); provided that, upon at least 30 days' written notice to the Village, Owner may change the dates of (but not the total number of days included in) the Holiday Season.

9.9 Road Improvements.

(a) The Developer has submitted to the Village a traffic study that includes the overall Proposed Development and connectivity to surrounding properties. Based, in part, on said traffic study, the Developer agrees that it shall pay for and install certain on-site and off-site roadway, traffic, and intersection improvements in connection with Phase I of the Proposed

Development as specifically set forth in the Final PUD Ordinance and Phase I Final Plans, and generally including the following:

- i. A new traffic signal located at the intersection of Freeman Road and the eastern access drive serving the Proposed Development as depicted on the Phase I Final Plans;
- ii. Venture Court as depicted on the Phase I Final Plans;
- iii. Resurfacing of Freeman Road as depicted on the Phase I Final Plans; and
- iv. Such other lanes and traffic signal modifications as are described on the Phase I Final Plans.

In addition, Developer agrees that it shall pay for and install a further extension of Venture Court onto the Northern Parcel in connection with Future Phases of the Proposed Development, as shall be more specifically depicted on the approved Future Phase Final Plans.

9.10 Utility Easements and Installation.

- (a) The Owner and Developer shall grant adequate easements and rights-of-way over the Property for all Public Improvements and utilities serving the Proposed Development, including those facilities needed for fiber optic lines, in accordance with the Final PUD Ordinance and Final Plans
- (b) The Owner (and the Owner's successors and assigns to the Property or any portion thereof) may grant easements, licenses, and rights of ingress and egress for the installation, maintenance, and use of telecommunications, data, video, private utility cabling, and similar services and facilities; provided, however, such other easements shall not interfere with the easements to be granted to the Village pursuant to the terms of this Agreement, unless otherwise approved in writing by the Village.

- (c) The Village agrees to cooperate with Developer in the acquisition of any and all additional right-of-way or easements needed to construct the Public Improvements for the Proposed Development (including without limitation roadway, traffic signal, intersection, and utility Public Improvements) provided, however, that the Village shall not be required to exercise its powers of eminent domain unless: (i) such exercise is expressly approved by the Corporate Authorities at Developer's request; and (ii) Developer then agrees in writing to reimburse the Village for any costs it reasonably incurs (including the amount of any condemnation award and all engineering, legal, expert witness, and other consultant fees) in connection with the exercise of such powers.
- 9.11 <u>Government Approval.</u> The Village agrees to use its best efforts to cooperate with and assist the Developer in obtaining such permits, licenses, and approvals as may be required from time to time under any and all County, State, and Federal laws and regulations (including without limitation the Illinois Environmental Protection Act) for the purpose of permitting the Proposed Development on the Property.

9.12 Performance and Payment Security.

(a) To guarantee the proper construction and installation of all Public Improvements in accordance with this Agreement, and in lieu of any alternate performance or payment security that may be required by Village Codes and Ordinances, Developer shall submit, or cause to be submitted by its contractor or agent, either: (i) a performance and payment bond in the form of **Exhibit K** hereto issued by an insurance or surety company reasonably acceptable to the Village, or a performance and payment letter of credit or impound account issued or held by a sound financial institution, containing such terms and provisions as may be reasonably acceptable to the Village to secure Developer's obligations to complete the Public Improvements in

accordance with this Agreement and the approved Final Plans (collectively, the "*Performance Security*"). The Performance Security shall be in a principal amount of not less than one hundred twenty percent (120%) of the reasonable estimate of the cost of constructing all Public Improvements in accordance with the Final Plans as determined by the Village Engineer.

- (b) The Developer shall deliver separate Performance Security to the Village for each Phase of the Proposed Development. The Phase I Performance Security shall be delivered to the Village as a precondition to issuance of any building permit for any Phase I Project Improvements. Performance Security for each Future Phase shall be delivered to the Village as a precondition to issuance of any building permit for the applicable Future Phase Project Improvements.
- (c) Upon completion of the Public Improvements for each Phase of the Proposed Development and the final approval and acceptance of the same by the Village, the Developer's Performance Security shall be reduced by the proportionate cost of such completed and accepted Public Improvements (which proportionate share will include the twenty percent (20%) cushion described above), less 10 percent (10%), which amount shall be retained until the Developer delivers Maintenance Security to the Village in accordance with this Agreement. Notwithstanding anything in the foregoing sentence to the contrary, the balance of the Performance Security amount retained shall at all times prior to the completion of all Public Improvements called for herein remain not less than (i) one hundred twenty (120%) of the Village Engineer's estimation of the cost of completion of all remaining Public Improvements for the applicable Phase; plus (ii) ten percent (10%) of the cost of all completed and accepted Public Improvements for which Maintenance Security has not yet been delivered.

9.13 Maintenance Security. At the time or times of final approval and acceptance by the Village of any Public Improvements (or any part or component thereof) in accordance with this Agreement, the Developer shall deposit with the Village either a maintenance bond in the form of **Exhibit** L hereto issued by an insurance or surety company reasonably acceptable to the Village, or a performance and payment letter of credit or impound account issued or held by a sound financial institution, containing such terms and provisions as may be reasonably acceptable to the Village to secure the Developer's maintenance and guarantee obligations under this Agreement including under Sections 4.4 and 9.5 (the "Maintenance Security"). The Maintenance Security shall be in the amount of ten percent (10%) of the cost of the installation of the Public Improvement (or the relevant part or component thereof) accepted by the Village and shall be deposited with and held by the Village in escrow until the end of the three-year guarantee periods (subject to any applicable extension) set forth in Sections 4.4 and 9.5, as applicable, of this Agreement. If the Village is required to draw on the Maintenance Security by reason of Developer's failure to fulfill its obligations under this Agreement, then the Developer, within 10 days thereafter, shall cause the Maintenance Security to be increased to its full original amount, and the Maintenance Security shall not be returned until correction of said defect and acceptance by the Village of said correction, in accordance with Section 9.14 of this Article. The Village acknowledges that the Maintenance Security is intended to provide security against defects in material and/or workmanship and that such Maintenance Security is not intended to protect against other conditions or casualties such as theft, vandalism, physical damage or destruction from outside forces, or reasonably expected normal wear and tear.

9.14 Procedure for Acceptance of Public Improvements.

- (a) Upon completion of any Public Improvement for any portion or Phase of the Proposed Development in accordance with this Agreement, and further, upon the submission to the Village of "as-built" plans for such Public Improvements and a certificate from the engineering firm employed by the Developer stating that the said Public Improvement, or portions of segments thereof, have been completed in conformance with this Agreement, the applicable Final Plans, and all other engineering plans and specifications relative thereto, the Village Manager or designee shall, within twenty (20) business days after the Village receives the aforesaid certifications from the Developer's engineer, either: (i) recommend approval to the Corporate Authorities to accept said Public Improvement, or any specified part or component thereof; or (ii) designate in writing to the Developer or its designated agents all alterations which shall be required to obtain final acceptance of said Public Improvement, specifically citing the sections of the appropriate Requirements of Law or this Agreement relied upon. Final acceptance shall be further conditioned upon said Public Improvements having been constructed in conformance with the approved Final Plans.
- (b) Upon recommendation by the Village Manager, the Village Board shall either: (i) find that said Public Improvement has been constructed in conformity with this Agreement, the Final Plans, and applicable Requirements of Law and thereafter accept said Public Improvement by resolution or otherwise in accordance with the Subdivision Regulations; or (ii) decline to accept said Public Improvement and specify wherein said Public Improvement or any parts or components thereof do not comply with this Agreement, the Final Plans, or any applicable Requirements of Law. The Village Board will respond to the Developer in writing with its determination of acceptance or rejection of the applicable Public Improvements under this paragraph within fifteen (15) business days after delivery of the Village Manager's

recommendation. In the event the Village Board rejects the applicable Public Improvements under this Paragraph, Developer may resubmit a request for the acceptance of those Public Improvements in accordance with the provisions of this <u>Section 9.14</u> after addressing any non-compliant parts or issues noted by the Village Board in its written rejection.

Upon completion of any such Public Improvements by Developer and (c) acceptance by the Village, the Developer agrees to convey and transfer said Public Improvements or any part thereof so accepted, to the Village by appropriate bills of sale or other instruments in a form acceptable to the Village. All Public Improvements for Phase I of the Proposed Development shall be completed, accepted, and dedicated or conveyed to the Village, as appropriate, prior to the issuance of any final certificate of occupancy for Phase I. All Public Improvements for any Future Phase of the Proposed Development shall be completed, accepted, and dedicated or conveyed to the Village, as appropriate, prior to the issuance of any final certificate of occupancy for that Future Phase. Notwithstanding the foregoing, if the Village determines, in its reasonable discretion, that any building and site qualifies for a temporary certificate of occupancy in accordance with this Agreement but for the final approval for acceptance of any required Public Improvement, then the Village will issue a temporary certificate of occupancy for such building upon the Developer posting adequate security with the Village in a form and amount acceptable to the Village, [which security may (but need not) be part of the overall performance security for the applicable development Phase to assure the prompt completion and correction, if necessary, of such Public Improvements for final approval and acceptance by the Village at the earliest possible date.

ARTICLE X

Fees

- 10.1 <u>Annexation Fees.</u> The Village hereby waives payment of the Annexation Fee of \$500.00 per acre otherwise required by the Village Code with respect to the Property.
- 20.2 Professional Fees. The Developer shall pay or reimburse the Village for all expenses and fees reasonably incurred by the Village in connection with legal, engineering, plan review, and other consultant and staff services directly and specifically related to this Agreement, the annexation of the Property, and consideration and approval of the zoning and subdivision relief described in Article III of this Agreement (the "Initial Entitlement Process"). Beyond the Initial Entitlement Process, the Owner, Developer, or their successors in title shall (as to their respective development activities) pay or reimburse the Village for all legal, engineering, plan review, and other consultant and staff services directly and specifically related to the zoning, subdivision, development, or redevelopment of the Property, including without limitation Future Phase Final Plan review and approval and development of Future Phases.
- Building Permit Fees. The Owner and Developer, in development of the Property, shall be subject to the same building permit fees as are generally applicable throughout the Village as of the date of any building permit application; provided, however, that no increase in building permit fees shall apply to the Property in connection with the construction of any Phase I improvements for which a building permit was applied for or obtained prior to the 180th day after the enactment of the Final PUD Ordinance or until sixty (60) days after the Village provides notice of the increase to the Owner and Developer (in the manner provided by Section 13.1 of this Agreement), whichever is later.
- 10.4 <u>Hearing, Recordation Fees</u>. The Developer shall pay or reimburse the Village for all costs reasonably incurred in connection with zoning, subdivision, and other development

applications, public hearings, meetings, transcripts, recordings, or other matters associated with development of the Property pursuant to this Agreement.

- 10.5 <u>Capital Development Fee</u>. In connection with the Proposed Development, the Developer shall pay a capital development acreage fee as required by Section 155.041 of the Village Code in the amount of \$2,700 per gross acre of the Property ("*Capital Development Fee*"). The Capital Development Fee shall be due prior to recordation of the Final Subdivision Plat.
- 10.6 School, Library, and Fire Impact Fees. The Developer shall comply with the applicable fire impact fee requirements contained in Section 155.210 of the Subdivision Code ("Fire Impact Fee"). Fire Impact Fees shall be paid at the time application is made for each individual building permit for Structural Improvements on any Lot within the Property and as a precondition to issuance of each such building permit. Fire Impact Fees for Phase I shall be calculated based on the fees established by Village Ordinance at the time the Final Subdivision Plat is approved. Fire Impact Fees for the Future Phase(s) shall be calculated based on the fees established by Village Ordinance at the time Developer applies for a building permit for any Structural Improvement within the Future Phase(s). No library or school impact fees shall be required in connection with the development of any Lot within the Property provided that such development is for exclusively non-residential uses. Should any Lot be rezoned and developed for residential use, the Developer shall pay the then-applicable library and school impact and transition fees as established by Village ordinances in effect at the time application is made for any building permit for construction of one or more residential units.
- 10.7 <u>Kane County Transportation Impact Fees</u>. Prior to the issuance of building permits for any Phase of the Proposed Development, the Developer shall pay and provide the Village proof, satisfactory to the Village, that the Kane County Transportation Impact fees for that Phase have

been fully satisfied and paid to the County of Kane (or adequate provision made therefore to the satisfaction of the County of Kane).

10.8 Other Fees.

- (a) All other fees provided for by Village Codes and Ordinance that are generally applicable and uniformly applied and collected in connection with the development of property within the corporate limits of the Village, including all subdivision or planned unit development fees, shall be applicable to, and paid by the Developer (or Developer's successor in ownership of any Lot within the Property). However, no increase in fees related to the review or approval of a subdivision or planned unit development shall apply to the Property until thirty (30) days after the Village provides notice of the increase to the Owner and Developer (in the manner provided by Section 13.1 of this Agreement).
- (b) Except as set forth in this Agreement, neither the Owner nor the Developer of the Property or any portion thereof shall be required to make any dedications, donations, contributions, or payments to the Village in connection with the development of the Property.

ARTICLE XI

General Provisions

11.1 <u>Building Permits</u>.

(a) The Village agrees that within ten (10) business days after receipt of a complete building permit application from Owner or Developer for the Proposed Development or any Phase or component thereof, the Village will either: (i) issue the requested building permits or (ii) issue a written response informing the Owner or Developer as to the specific deficiencies in

the application. All of building permit applications, plans, and specifications shall conform to this Agreement, the Final PUD Ordinance, Final Plans, and applicable Village Codes and Ordinances.

(b) Any resubmittal of an application for a building permit after issuance of a written response from the Village in accordance with paragraph (a) shall be processed in the same manner as a new application, except that no additional application fee shall be required therefor.

11.2 Occupancy Certificates.

- (a) Within ten (10) working days after delivery of an application for final inspections of any Structural Improvement within the Proposed Development, the Village agrees to perform the requested final inspections and to either (i) issue a final certificate of occupancy, (ii) issue a temporary certificate of occupancy with a written response informing the Developer specifically as to what corrections are necessary as a condition to the issuance of a final certificate of occupancy, quoting the section of this Agreement, the Final PUD Ordinance, any applicable Village Codes and Ordinances, or other Requirements of Law relied upon by the Village in its written response, or (iii) issue a written response informing the Developer specifically as to what corrections are necessary as a condition to the issuance of a temporary certificate of occupancy, quoting the section of this Agreement, the Final PUD Ordinance, any applicable Village Codes and Ordinances, or other Requirements of Law relied upon by the Village in its written response. The Village shall grant individual certificates of occupancy for multi-tenant commercial or industrial buildings on a unit-by-unit or store-by-store basis in accordance with the then-current Building Code.
- (b) Any resubmittal of an application for a Certificate of Occupancy after issuance of a written response from the Village in accordance with paragraph (a) shall be processed

within five (5) days after delivery of such resubmittal and no additional application fee shall be required therefor.

- (c) The Village will issue temporary certificates of occupancy for buildings if the Village, in its reasonable discretion, determines that adverse weather conditions or other circumstances have not permitted the buildings and related Project Improvements to be completely finished and:
 - (i) such buildings and related structures are in a substantially completed condition and are fit for habitation; and
 - (ii) adequate security has been posted with the Village or other arrangements satisfactory to the Village have been made to assure that all required items necessary for issuance of a final certificate of occupancy shall be completed in a timely manner.

In applying the foregoing standards, the Village shall not delay issuance of a temporary certificate of occupancy where adverse weather conditions or other circumstances prevent construction or installation of final surface courses on private drives, final landscaping, final exterior façade improvements, interior cosmetic improvements, or final approval for acceptance of Public Improvements, and the Village reasonably determines that the building and related Project Improvements are otherwise complete, the building is weathertight, and the building is fit for occupancy in compliance with all applicable life safety codes. Temporary certificates of occupancy will be issued by the Village in accordance with this section for such term and duration as the Village reasonably determines to be necessary to ensure timely completion of all outstanding building elements and related Project Improvements.

11.3. Stop Orders.

- (a) Prior to issuing any stop orders directing work stoppage on buildings or other Project Improvements on the Property or any part thereof (a "Stop Order"), the Village shall deliver to Developer (or Developer's designated representative or employee) at the address set forth in Section 13.1 a written notice of intent to issue the Stop Order. Such notice shall specify in detail the reasons that the Stop Order is warranted, cite to the provisions of law pursuant to which the Stop Order will be issued, and specify a reasonable time period (being not less than five (5) business days) for the Developer to cure the conditions warranting the Stop Order. Notwithstanding the foregoing, no advance notice to Developer shall be required prior to the Village's issuance of a Stop Order based on a violation of material life safety requirements or conditions that pose an imminent threat to public health or safety.
- (b) Once issued, a Stop Order shall be immediately effective. Within 24 hours after the issuance of a Stop Order, the Village shall deliver a written notice to Developer (or Developer's designated representative or employee) at the address set forth in Section 13.1 below, that sets forth in detail the reasons for such Stop Order and cites the provisions of law on which the Village issued the Stop Order. While a Stop Order is in effect, no work may proceed on the affected premises except as may be necessary to eliminate the conditions giving rise to the Stop Order.

ARTICLE XII

Obligations of Developer

Until such time as Owner or Developer initiates construction or development activities on the Property, Owner or Developer may continue to "passively" own the Property and continue the existing uses thereon subject to Article XV of the Zoning Code. Additionally, following

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completion of Phase I of the Proposed Development, Owner or Developer may continue to

"passively" own the Northern Parcel, and continue the existing uses thereon subject to Article XV

of the Zoning Code, until such time as Owner or Developer commences a Future Phase of the

Proposed Development. Owner or Developer shall not be required to alter the existing conditions

of any part of the Northern Parcel prior to the issuance of a building permit for any Project

Improvements on the Northern Parcel, or such portions thereof as may be resubdivided as separate

Lot(s) for a Future Phase. Notwithstanding anything in this Agreement to the contrary, failure to

commence the Proposed Development, or any Phase thereof, shall not be deemed a violation of

this Agreement provided that the Property is used and maintained in compliance with this

Agreement and all applicable Requirements of Law.

ARTICLE XIII

Miscellaneous Provisions

13.1 <u>Notices</u>. All notices hereunder shall be in writing and must be served either

personally, by registered or certified mail, postage prepaid, return receipt requested, or by

nationally recognized overnight courier for next business day delivery, as follows:

If to the Village: Village of Huntley

10987 Main Street Huntley, IL 60142 Attn: Village Manager Tel: 847-515-5200

Fax: 847-515-5245

With a copy to: Betsy Gates-Alford

Filippini Law Firm

990 Grove Street, Suite 220

Evanston, IL 60201 Tel: 312-300-6554 Fax: 312-324-0668

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betsy.gates@filippinilawfirm.com

If to Owner: 92131, LLC

c/o Gordon Stade 5680 N. Ruth Avenue Monroe Center, IL 61052

If to Developer: Venture One Real Estate, LLC

Attn. Ryan Stoller and Mark Goode

9500 Bryn Mawr, Suite 340

Rosemont, IL 60018

With a copy to. Howard Goldblatt

O'Rourke, Hogan, Fowler & Dwyer, LLC

10 South LaSalle Street. Suite 3700

Chicago, IL 60603

or to such other address or addressee as any Party shall designate. A notice by any Party or its counsel may be sent to any other Party or to such other Party's counsel.

13.2 Binding, Effect, Term, and Amendment.

- (a) This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, successors, and assigns, and upon any successor municipal authority of the Village, for a term of twenty (20) years from the Effective Date (the "*Term*"). The Parties acknowledge and agree that the benefits and burdens of the Owner and Developer under this Agreement shall run with the land and bind heirs, successors, and assigns in accordance with Section 13.14.
- (b) This Agreement may be amended from time to time as to any portion of the Property by a written amendment executed between the Village and the owner(s) of such portion of the Property, without the consent of approval of any other Party, including the owners of any other portions of the Property not affected by that amendment.

13.3. <u>Severability.</u> In the event that any part of portion of this Agreement, or any provision, clause, wording, or designation contained within this Agreement is held to be invalid by any court of competent jurisdiction, such part, portion, provisions, clause, wording, or designation shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect the remaining portions hereof.

13.4. Enforceability; Governing Law; Default; Remedies.

- (a) This Agreement shall be enforceable by any court of competent jurisdiction by any of the Parties hereto by any appropriate action at law or in equity. This Agreement shall be governed by and enforced in accordance with the laws (but not the conflicts of law rules) of the State of Illinois.
- (b) In the event of a material breach or default by any Party under this Agreement, the Parties agree that the defaulting Party shall have thirty (30) days after written notice of said breach to correct the same prior to the non-breaching Party's seeking of any remedy provided for herein; provided, however, that (i) if the above-described breach cannot reasonably be cured within the thirty (30) day period described above, that thirty (30) day period will be extended for such additional period of time as is reasonable to accomplish the cure (but in no event more than 120 days from the original notice of default unless otherwise approved in writing by the non-defaulting Party) if the breaching Party has initiated the cure of said default within that thirty (30) day period and subsequently diligently proceeds to the cure the same; and (ii) any breach by the Owner or Developer that is reasonably determined by the Village to create an imminent hazard to human health or safety may be the subject of immediate action by the Village without notice or a 30-day delay.

- (c) In the event the performance of any covenant or obligation to be performed hereunder by either the Owner, Developer, or the Village is delayed due to a Force Majeure event, then the time for such performance shall be extended by the duration of such Force Majeure event; provided, however, that a Force Majeure event shall not extend the time for any Party to make a payment of money required by this Agreement.
- (d) The parties to this Agreement may in law or in equity enforce or compel the performance of this Agreement and shall otherwise have all remedies provided by applicable laws, except that the Owner or Developer shall not seek or recover monetary damages against the Village or any of its officers, officials, agents, representatives, attorneys, or employees on account of the negotiation, execution, or breach of any of the terms and conditions of this Agreement; provided, however, Owner or Developer may seek to recover from the Village (but not from any of its officers, officials, agents, representatives, attorneys, or employees individually) sums (if any) owed by the Village to Developer or Owner hereunder. Notwithstanding this limitation on money damages, the prevailing party in any judicial or administrative proceeding brought for enforcement or breach of any provision of this Agreement shall be entitled to reimbursement from the unsuccessful party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with the judicial or administrative proceeding.
- (e) The failure of the Parties to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other Party imposed, shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

(f) Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies and benefits allowed by law.

13.5. Survival of Representations; No Merger.

- (a) Each of the Parties hereto, for themselves, their successors, assigns, heirs, devisees, and personal representatives, agrees that the warranties and recitals set forth in the preamble to this Annexation Agreement are material to this Agreement, and the Parties hereby confirm and admit their truth and validity as of the Effective Date and hereby incorporate such representations, warranties, and recitals into this Agreement.
- (b) The agreements and covenants contained in this Agreement shall survive the annexation of the Property and the recordation of this Agreement and shall not be merged.
- 13.6. <u>Word Usage</u>. Unless the provisions of this Agreement otherwise require, words imparting the masculine gender shall include the feminine; words imparting the singular number shall include the plural; and words imparting the plural shall include the singular.
- 13.7. <u>Captions and Paragraph Headings</u>. The captions and paragraph headings incorporated herein are for convenience only and are not part of this Agreement.
- 13.8. <u>No Disconnection.</u> Owner or Developer shall not seek disconnection of the Property from the Village during the Term of this Agreement except upon the written consent of the Corporate Authorities.

13.9. Cooperation; Consents.

(a) The Village agrees that it will take no actions that will directly prevent the Developer from developing the Property in accordance with this Agreement.

- (b) Whenever the consent or approval of any Party hereto is required in this Agreement, such consent or approval shall be in writing and shall not be unreasonably withheld or delayed, and, in all matters contained herein, all parties shall have an implied obligation of reasonableness except as may be expressly set forth otherwise. When any consent by the Owner or Developer is required or provided for herein, such reference shall mean the consent of the Owner or Developer or their assignees or successors in title to the applicable portion of the Property.
- 13.10. <u>Recordation.</u> Subject to the terms of Section 2.3 hereof, the Parties agree to record in the Office of the Kane County Recorder of Deeds an original, or a true and correct certified copy, of this Agreement following its approval and execution by all Parties in the manner required by law.
- 13.11. <u>Subsequent Amendments</u>. It is understood that any requests for subsequent amendments to this Agreement, zoning changes, or subdivision requests may be filed by Owner or Developer or their successors, grantees, or assigns and processed by the Village as provided herein and in accordance with the Requirements of Law.

13.12. Waiver of Right to Challenge Fees. Owner and Developer hereby:

- (i) waive their rights to contest the constitutionality, legality, or enforceability of any Village impact fee ordinance (including without limitation school, library, fire, and capital development fee ordinances) in effect as of the Effective Date; and
- (ii) waive their rights to seek a refund of any Capital Development Fees, Fire Impact Fees, school or library impact fees, or other impact, transition, or development fees imposed or paid pursuant to this Agreement, with the exception of Kane County Transportation Impact Fees; provided however that the Village shall have no obligation to refund any fees paid to Kane County in the event such fee should be declared invalid or unconstitutional.

- 13.13 Reserved.
- 13.14. Liability and Indemnity of the Village.
- A. <u>Village Review</u>. Owner and Developer acknowledge and agree that the Village is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the Village's review and approval of any plans for the Property, the Proposed Development, or the Project Improvements, or the issuance of any approvals, permits, certificates, or acceptances, for the development or use of the Property, Proposed Development, or Project Improvements, and that the Village's review and approval of any such plans and the Project Improvements and issuance of any such approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed to insure the Owner or Developer, or any of their heirs, successors, assigns, tenants, and licensees, or any third party, against damage or injury of any kind at any time.
- B. <u>Village Procedure</u>. The Owner and Developer acknowledge and agree that all notices, meetings, and hearings have been properly given and held by the Village with respect to the approval of this Agreement and agrees not to challenge such approval on the grounds of any procedural infirmity or of any denial of any procedural right. Furthermore, neither the Village, the Owner, nor the Developer shall assert the invalidity or unenforceability of this Agreement, or any provision of this Agreement, nor shall either contest the validity or enforceability of this Agreement, or any provision in this Agreement, or the annexation of the Property to the Village, or the zoning of the Property in accordance with this Agreement.
- C. <u>Indemnity</u>. The Owner and Developer agree to, and do hereby, hold harmless and indemnify the Village, the Corporate Authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of such parties in connection with (i) the Village's review

and approval of any plans for the Property, the Proposed Development, or the Project Improvements; (ii) the issuance of any approval, permit, certificate, or acceptance for the Property, the Proposed Development, or the Project Improvements; (iii) the development, construction, maintenance, or use of any portion of the Property, Proposed Development, or Project Improvements by the Owner or Developer; (iv) the collection and distribution of amounts paid by the Owner or Developer pursuant to this Agreement; (v) the performance by Owner or Developer of their obligations under this Agreement; or (vii) the Village's annexation and zoning of the Property as provided by this Agreement. The obligation to indemnify includes the obligation to pay any and all reasonable costs, consulting fees, expert witness fees and attorney fees incurred by the Village in defending any claim asserted against the Village.

13.15. <u>Successors and Assigns</u>.

(a) It is specifically understood and agreed that the Owner shall have the right (subject to compliance with the Requirements of Law including without limitation the Subdivision Code) to sell, convey, mortgage, or encumber all or any part of the Property and the improvements thereon to other persons, firms, corporations, or entities without the consent of the Village. All rights, privileges, and obligations of Owner under this Agreement shall inure to and be binding upon the Owner personally and upon any and all of the Owner's successors and assigns in title to the Property or any portion thereof. To assure that all successors, assigns, and successor owners have notice of this Agreement and the obligations created by it, the Village and Owner shall cause this Agreement to be recorded against the Property with the Kane County Recorder of Deeds as provided herein, and Owner shall provide the Village with written notice of any conveyance of fee title to any portion of the Property within 30 days following the closing date.

(b) Notwithstanding anything to the contrary herein, upon the conveyance of record title to the entire Property from the Owner to the Developer or a Developer Assignee: (i) the Developer or its Assignee shall assume all obligations of Owner under this Agreement, and (ii) Owner shall be released from all obligations and liabilities under or in relation to this Agreement, and the Village will subsequently have rights of recourse only against the Developer or its Assignee, as applicable, subject to further transfers of fee simple title to all or any portion of the Property. Additionally, in the event that Developer assigns its right to acquire title to all or any portion of the Property to an Assignee, then all rights, privileges, and obligations of Developer under this Agreement relating to such portion of the Property conveyed to the Assignee shall inure to and be binding upon the Assignee personally and upon any and all of the Assignee's successors and assigns in title to that portion of the Property.

As used herein, the terms "Owner" and "Developer," as they pertain to a particular portion of the Property, will each refer to the owner of fee simple title to that portion of the Property.

Upon a conveyance of fee title to the Property or any Lot, the Owner conveying such Property or Lot shall be released from any further obligations under this Agreement related to the Property or Lot conveyed that accrue after the date of that conveyance; provided, however, that, to the extent any Performance Security or Maintenance Security has been delivered to the Village in connection with the Property or Lot being conveyed, the current Owner will not be released from the obligations secured by that Performance Security or Maintenance Security until such time as the new owner has delivered a replacement Performance Security or Maintenance Security, as applicable, to the Village.

Notwithstanding anything in this Agreement to the contrary, no owner of a Developed Parcel (as defined below) shall have any liability under this Agreement for any "Obligation" (as defined below) except for Obligations relating solely to the use of that Developed Parcel or the construction, repair, or maintenance of improvements thereon, and, further, no breach of this Agreement by Owner, Developer, or any other party will restrict, impair or otherwise affect any Developed Parcel or the owner thereof. For purposes hereof, a "Developed Parcel" means any Lot that has been developed with a building for which a final certificate of occupancy has been issued by the Village and for which all public and private Project Improvements required by this Agreement to be completed prior to occupancy of that building have been so completed and (if applicable) dedicated and accepted to the Village or other public body (such building, public and private improvements and the related parcel of land being referred to herein as a "Developed Parcel").

Upon full satisfaction of the duties and obligations of Developer or Owner under this Agreement to pay applicable fees (including capital development and impact fees) to the Village and to construct certain public and private improvements regarding a Developed Parcel ("Obligations"), the Village shall, at the request of Developer or Owner, issue a certificate in recordable form confirming that the specified Obligations have been fully satisfied for purposes of this Agreement with respect to that Developed Parcel, and the Parties agree that such Obligations shall be deemed to be fully satisfied for all purposes of this Agreement thereafter. Any certificate regarding satisfaction of Obligations shall not be construed to: (i) relieve Owner or Developer of any ongoing or future obligations regarding guarantee, repair, or maintenance of public or private improvements pursuant to this Agreement, any applicable Declarations, or the Final PUD Ordinance; or (ii) to excuse Owner and Developer's obligations to use and maintain

the Developed Parcel at all times in conformity with the Final PUD Ordinance and other Requirements of Law.

13.16 <u>No Third-Party Beneficiaries</u>. No claim as a third-party beneficiary under this Agreement by any person, firm or corporation shall be made, or be valid, against the Village or the Owner.

13.17 <u>Written Assurances</u>. Upon a written request from Developer, the Village will execute and deliver a "Written Assurance" (defined below) to Developer or to a prospective owner, tenant, investor or mortgage lender. A "Written Assurance" is a writing which states that, except as otherwise provided in that Written Assurance: (a) this Agreement has not been amended or modified in any manner not of record with the Kane County, Illinois Recorder; (b) to the best knowledge of the party executing and delivering the Written Assurance there are no defaults presently existing under this Agreement by the requesting party; and (c) there are no amounts presently due and owing to the party executing and delivering the Written Assurance from the party requesting the Written Assurance under this Agreement.

13.18 Zoning Confirmation Letter. Upon written request from Developer, the Village will execute and deliver a zoning confirmation letter substantially in the form attached hereto as **Exhibit M** to Developer or to a prospective owner, tenant, investor, mortgage lender or title company.

13.19 <u>Exhibits.</u> Exhibits A through N attached to this Agreement are, by this reference, incorporated into and made a part hereof. In the event of a conflict between an exhibit and the text of this Agreement, the text of the Agreement shall control.

[signature pages follow]

{00028023 16}

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals hereto on the day and year first above written.

	<u>VILLAGE:</u>
	Village of Huntley, an Illinois Municipal Corporation
Attest:	Village President
Village Clerk	
	OWNER 92131, LLC A Florida limited liability company
	By:Gordon Stade, Manager
	<u>Developer</u> VENTURE ONE ACQUISITIONS, LLC an Illinois limited liability company
	By: Ryan Stoller

{00028023 16} 62

Index of Exhibits

EXHIBIT A Plat of Annexation and Property Legal Description

EXHIBIT B Final Subdivision Plat

EXHIBIT C Ordinance Amendment to the Zoning Code to Create ORI-1 District

EXHIBIT D Annexation Petition

EXHIBIT E Description of the Public Improvements

EXHIBIT F Ordinance Annexing the Property

EXHIBIT G RESERVED

EXHIBIT H Ordinance Amending the I-90/ IL47 Gateway Plan

EXHIBIT I Ordinance Rezoning the Property to the ORI-1 District and Approving a

Special Use Permit and PUD for the Property

EXHIBIT J Phase I Final Plans

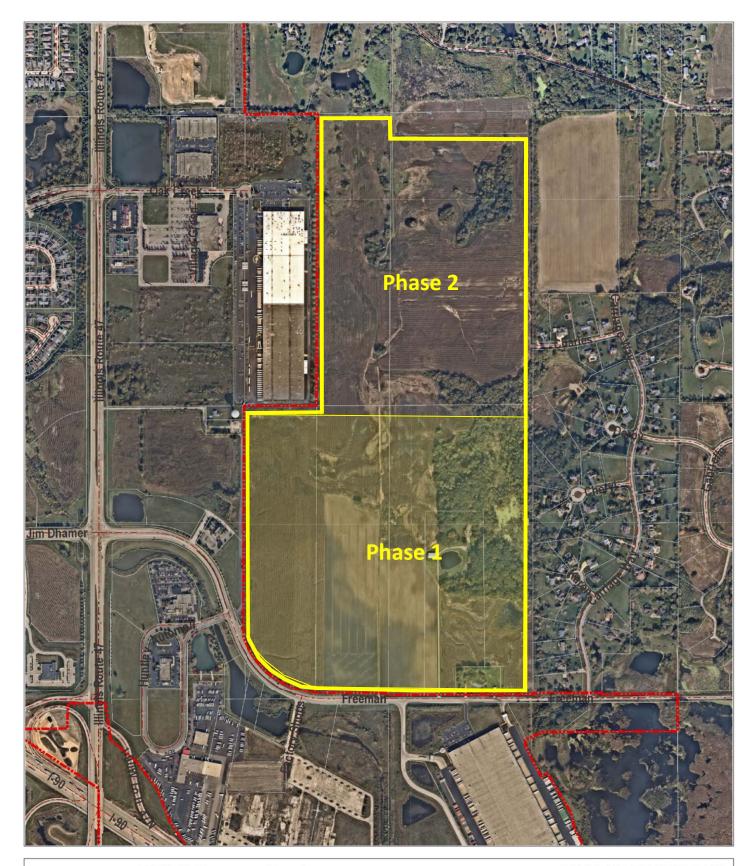
EXHIBIT K Form Performance and Payment Bond

EXHIBIT L Form Public Improvements Maintenance Bond

EXHIBIT M Form Zoning Confirmation Letter

EXHIBIT N Village Signage Easement Location and Depiction of Signage Concept

{00028023 16}



41W368 Freeman Road

DISCLAIMER: The Village of Huntley Does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.



HUNTLEY

VILLAGE OF HUNTLEY

10987 Main Street Huntley, IL 60142 (847)669-9600

SCALE: 1" = 900' Print Date: 1/6/2021



VILLAGE OF HUNTLEY DEVELOPMENT APPLICATION

Village of Huntley – Development Services Department Planning and Zoning Division

10987 Main Street, Huntley, IL 60142 Phone: 847-515-5252 / Fax: 847-515-5241

-Official Use Only-
Date Received:
Petition #:
Application Fee:
Escrow Fee: Check #

Project Na	ame:				
Project Location: Northeast corner of Freeman Road and Automall Drive					
Anne: Appea Rezon Speci Varia Amer	xation xation Agreement Amendment al	Preliminary Plat of Subdivision Final Plat of Subdivision Preliminary Planned Unit Development (PUD) Final Planned Unit Development (PUD) Planned Unit Development Amendment Other:			
Petitioner:	Venture One Real Estate, LLC				
Address:	9500 Bryn Mawr, Suite 340	er: <u>(262) 822-8777</u>			
	Rosemont, IL 60018	Fax Number:	:		
		2 nd Phone Nu	ımber:		
		E-mail: <u>jeffr</u>	@ventureoneRE.com		
Owner (if d	ifferent): 92131 LLC, Gordon Sta	de, Manager			
Address:	5680 N Ruth Avenue	Phone Numb	per: (847) 514-2853		
	Monroe Center, IL 61052	Fax Number	::		
			umber:		
Attorney:	Phone:				
Address:			E-mail:		
	cob and Hefner Associates Phone (630) 33 Butterfield Road #300, Downers Grove LR Group Phone: (602)	, IL 60515	Fax Number: E-mail: mkramer@jacobandhefner.com Fax Number:		
	North 24th Street, Suite 250 Pheonix, AZ		E-mail: tthielke@dlrgroup.com		
			Fax Number:		
Address:			F-mail:		

Property Loc	cation (attach legal descr	ription): <u>nor</u>	rtheast corner of Freeman Road and	
Automall Dr	Automall Drive; part of Section 9, Township 42N, Range 7E			
Parcel Identification Number (PIN): 02-09-300-007, 02-09-300-005, 02-09-400-008,				
Address (if applicable): 02-09-400-004, 02-09-200-010, 02-09-100-006				
Zoning:	Current: Unincorpo	orated (F)	Proposed: ORI-1	
Land Use:	Current: Farmland		Proposed: Warehouse; Distribution	
Comprehensive Plan Designation:				
Current: Vacant/Undeveloped/Agricultural Proposed: Industrial Business Park				
Neighboring	Properties:			

LOCATION	ZONING	LAND USE	COMPREHENSIVE PLAN
North	Unincorporated	Farmland	Business Park
South	C-2; ORI	Warehouse; Distribution	Business Park; Retail and Service Commercial
East	Unincorporated	Residential	Single Family Estate
West	BP; C-2; RE-1	Warehouse; Distribution; Farmland	Business Park; Retail and Service Commercial

Identify all abutting and/or adjoining Rights Of Way:			
Freeman Road right of way (south)			

Describe the proposed project (it is recommended that a separate page is attached to fully describe the project):

Annexation of ±260 acres into Village of Huntley; subdivision of property into 4 lots and right of way for public roadway; proposed warehouse/distribution development on Lot 1 consisting of ±630k SF building with associated pavement, utilities and stormwater management facilities; future warehouse/distribution development on lot 2; existing wetlands on lot 3; & proposed stormwater management facilities on lot 4.

Square Feet: 11,403,879 SF Acres: <u>261.797 acres</u> Size of the property:

Dimensions of the lot at the lot line (feet):

North: 1,911 feet South: <u>2,756 feet</u>

A - 12 West: 4,703 feet East: 5,078 feet

Landscape Area, Abutting Residential,	.etc.:			
North: Abutting Street	South:	Front	_	
East: Abutting Residential	West:	Abutting Street	_	
Total Open Space Area on site: Phase I C	Only			
Square Feet: 2,526,480	Acres:	58.0	Percent: _	37.4%
Total impervious area on site (pavement o	only):	Phase I Only (omittir	g lot 2)	
Square Feet: 2,842,783	Acres:	65.3	Percent: _	42.1%
Total Building footprint on site: Phase I	Only (omitting lot 2)		
Square Feet: 629,186			Percent: _	9.3%
Total detention/retention/wetlands/etc. on				
Square Feet:756,604		• `	,	11.2%
Total Right-of-Way on site: Phase I Onl				
Square Feet or Acreage: 6.5 acres	•	,	2 000 1 E	
1.7 acres	Freer	nan Road	1477 LF	
Size of (Existing/Proposed) Structure: Lo	t I Only	(Area = 117.3 acres	3)	
Square Feet: 629,186 SF Floor Area	a Ratio	(FAR): Lo	t Coverage	e:
Required parking spaces:				
Regular: 315 Handicapped:	21	Motorcycle/Other: _		
Proposed parking spaces:				
Regular: 1,012 Handicapped:	34	Motorcycle/Other: 7	19 (trailer	stalls)
Is there a phasing schedule planned, or an	re there	any planned future	additions?	X Yes No
Please explain: Current proposed wareho	ouse/di	stribution developme	ent on prop	posed Lots 1&4 with
associated pavement, utilities & stormw	<u>ater de</u>	tention; future wareh	ouse/dist	ribution development
on proposed Lot 2 with associated pave	ment u	tilities & stormwater	<u>detention</u>	
What is the peak two hour parking period	d for th	is project:		
Will this project share parking spaces wit	th other	businesses?		
Yes X No				
Please explain: Each building constructe	ed as p	art of this developme	ent will hav	ve specific
parking constructed for use based on to	enant's	requirements		

Please define which "yards" are being considered as Front, Side, Rear, Abutting Street, Abutting

Estimate the number of motor vehicle trips this project will generate: (Refer to Traffic Study)
Weekday
Peak day: Peak A.M hour: Peak P.M hour:
Weekend day
Peak day: Peak A.M hour: Peak P.M hour:
Has a traffic impact analysis been conducted for this project? X Yes No
Please explain: Traffic Impact Analysis prepared by Sam Schwartz Engineering has been
included with this submittal.
Will this project require any existing roadway improvements?
X Yes No
Please explain: Improvements including traffic signal modifications, addition of eastbound
left turn lane, and striping modifications to east and south leg of intersection of Freeman
Road and Automall Drive.
Will this project contain any publicly dedicated Rights Of Way?
X Yes No
If yes, how many linear feet/miles: 3,900 LF (New Road) 1,477 LF (Freeman Road)
Does this project require any Illinois Department of Transportation approvals?
☐ Yes ☒ No
If yes, have they been obtained?
☐ Yes ☐ No
Please explain: N/A
Are there Wetlands or Floodplains on the site?
X Yes No
If yes, has the required field delineation been performed; F.I.R.M. or L.O.M.R been obtained; A
letter of Map Revision requested? Please explain: Field delineation of wetlands has been
performed by Gary R. Weber Associates. Please refer to wetland delineation report
included with this submittal. A Jurisdictional Determination was conducted by the USACE
and the on-site wetlands were found to not be in their durisdiction.

Does this project require any County, State, l	Federal or other approvals or permit requirements
per Army Corps of Engineers, Illinois Depart	tment of Natural Resources, Kane-DuPage Soil and
Water Conservation District, etc.?	
X Yes No	
If yes, have they been obtained?	
X Yes No	
Please explain: Land Use Opinion from Kan	ne-DuPage Soil and Water Conservation District
is required. Application and fees were subr	mitted 12/31/2020 and the report from KDSWCD
is pending.	
Please list examples of similar uses (including	g name, address and location) in the area that can be
used for comparison by Village Staff:	
1. Weber Stephen Products; 11811 Oak Cr	eek Parkway; located west of subject site
2. Weber Grill Warehouse; 41255 Freeman	Rd; located south of subject site
Signatures:	1/7/21
Petitioner(s) (if different from owner)	Date
Print Name(s)	
As owner of the property in question, I hereby	authorize the seeking of the above requested action.
Owner(s)	Date
Print Name(s)	

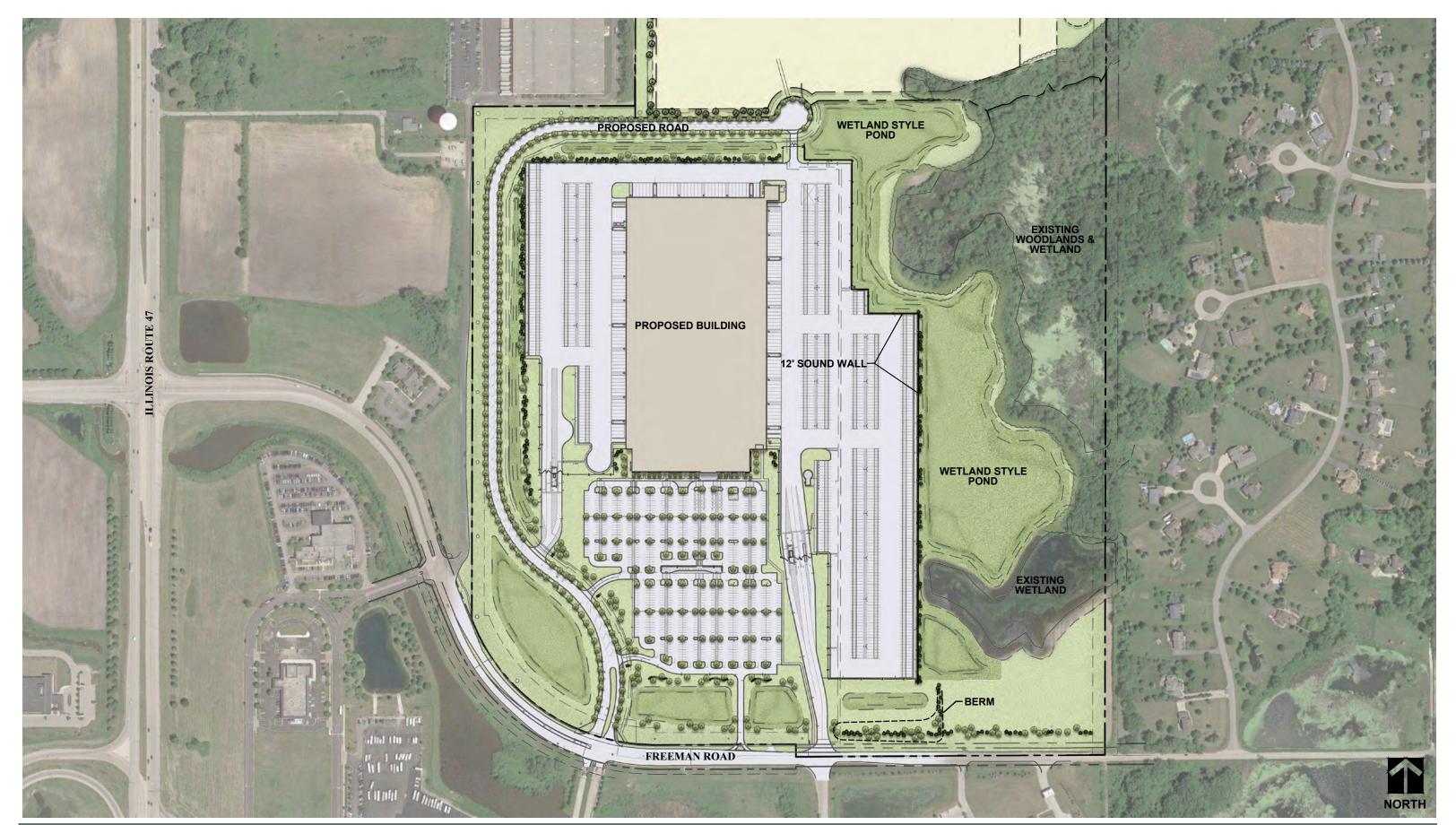
NOTE: If the subject property is held in trust, the trust officer must sign this application as owner. In addition, the trust officer must provide a letter that names all beneficiaries of the trust.

NOTE: The petitioner is required to submit proof of ownership of the subject property. If the petitioner is not the owner, then a contract to purchase shall be submitted with this application.

Communication Control Fee	deral or other approvals or permit requirements
Does this project require any County, State, Fee	ent of Natural Resources, Kane-DuPage Soil and
per Army Corps of Engineers, Illinois Departin	
Water Conservation District, etc.?	
X Yes □ No	
If yes, have they been obtained?	
X Yes □ No	- D - C-II and Water Conservation District
Please explain: Land Use Opinion from Kane-	DuPage Soil and Water Conservation District
is required. Application and fees were submit	tted 12/31/2020 and the report from RDS 7735
is pending.	ame, address and location) in the area that can be
used for comparison by Village Staff:	L Darlaway located west of subject site
I. Weber Stephen Products; 11811 Oak Cree	k Parkway; located west or subject site
2. Weber Grill Warehouse; 41255 Freeman R	d; located south of subject site
Signatures:	
Petitioner(s) (if different from owner)	Date
Print Name(s)	
As owner of the property in question, I hereby at	uthorize the seeking of the above requested action.
921314LC	1-7-21
Owner(s)	Date
rint Name(s)	

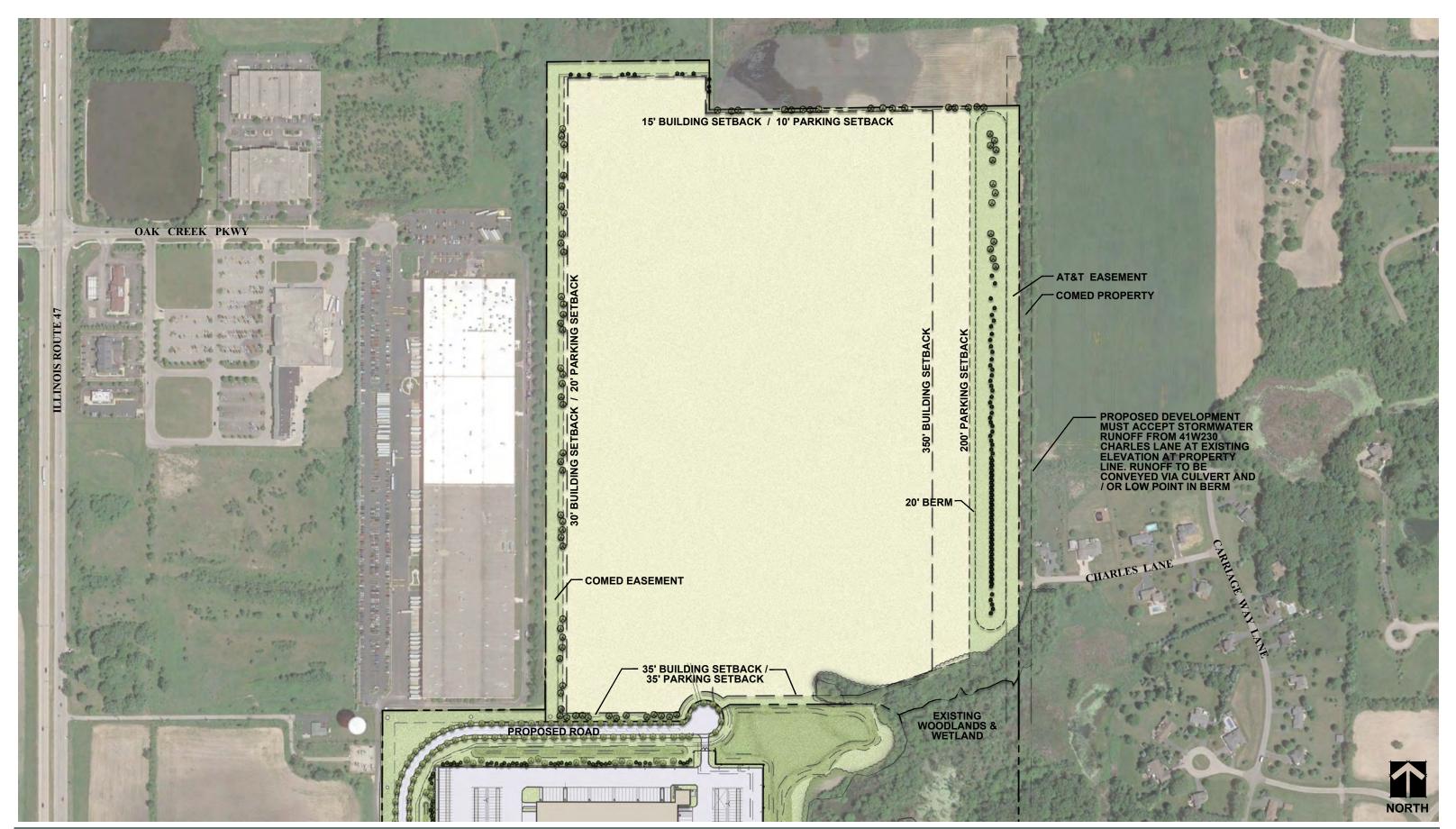
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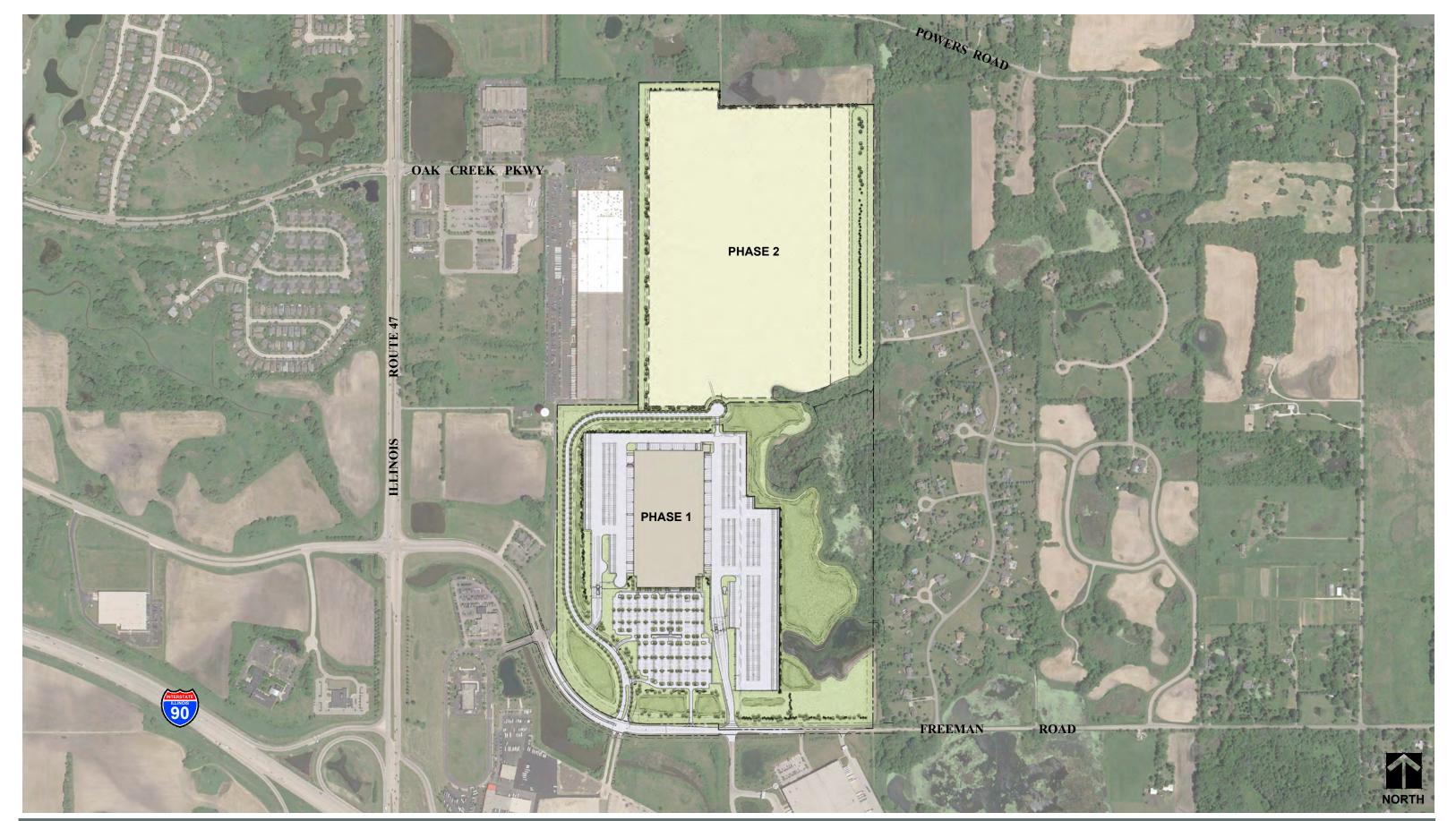






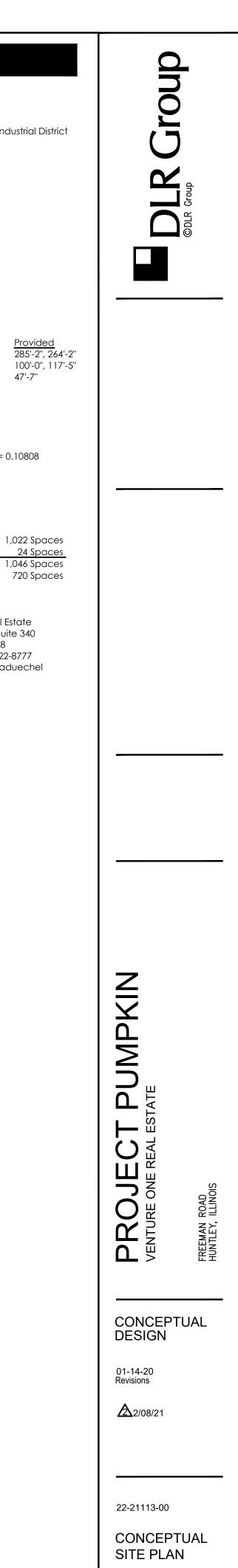


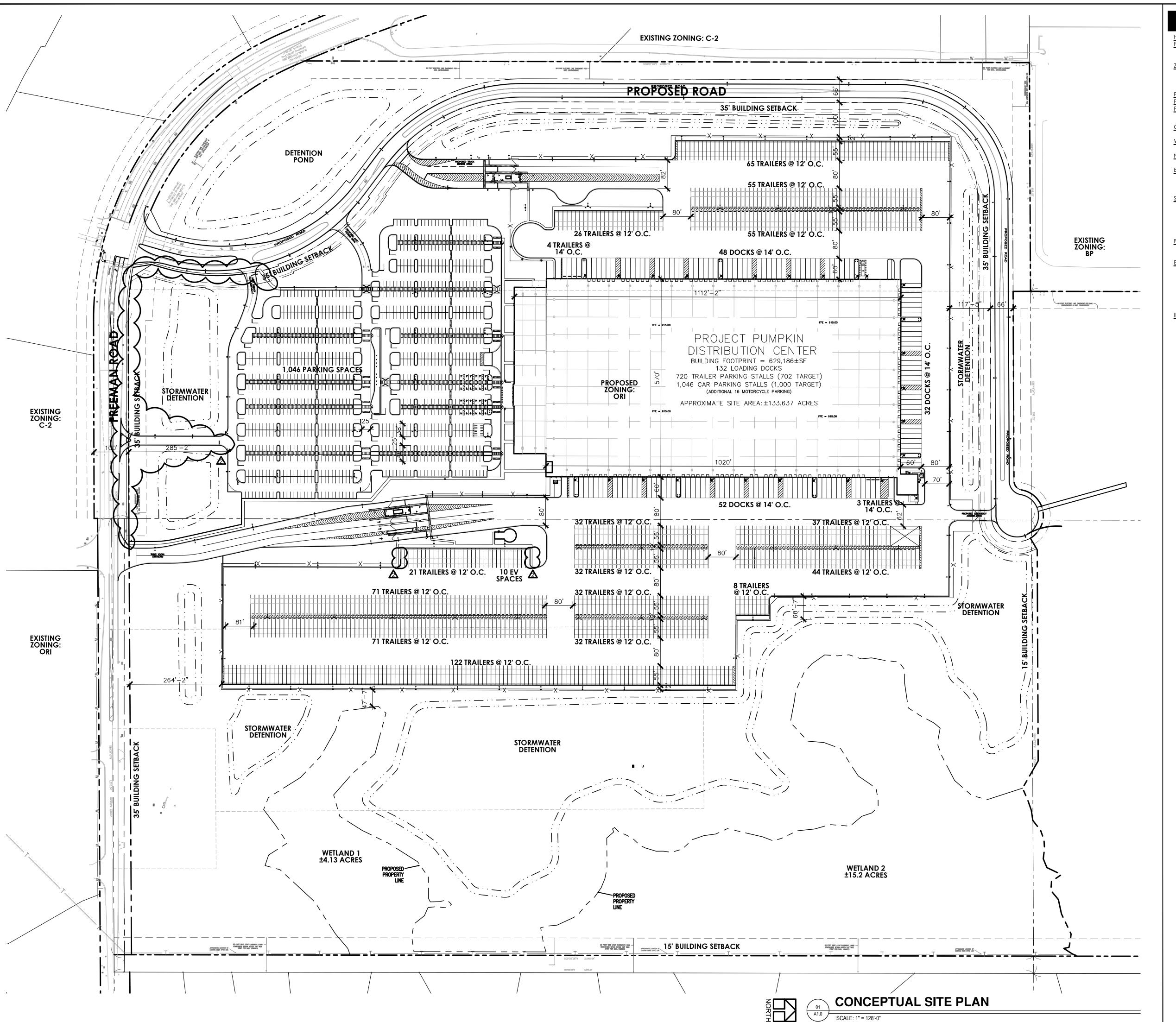




PROJECT PUMPKIN
HUNTLEY, ILLINOIS 2/19/2021







PROJECT DATA PROJECT PUMPKIN

<u>Project Name:</u> <u>Project address:</u>

Proposed: ORI - Office / Research / Industrial District

Freeman Road Huntley, IL

Industrial/Warehouse/Distribution

Proposed Use:
Proposed Occupancy:
Fire Sprinklers Fully Sprinklered per NFPA-13

Gross Site Area: Gross Site Area: 152.520 ACRES Wetlands:
Wetlands Lot Area: 18.883 ACRES Net Usable Area: Net Usable Area: 133.637 ACRES Building Area: Industrial Building 1 ± 629,186 S.F.

<u>Setbacks:</u> Freeman Rd 35'-0" Proposed Rd 15'-0" 47'-7'' Rear

50'-2" / 1 Story

10.8 % ± 629,186 S.F. / 5,821,228 S.F = 0.10808

INDUSTRIAL BUILDING 1 Parking Provided: Standard

Truck Parking Provided

ARCHITECT: DLR Group 6225 N 24th Street, Suite 250 Phoenix, AZ 85016 TEL: (602) 381-8580 Contact: Tim Thielke

OWNER: Venture One Real Estate 9500 Bryn Mawr, Suite 340 Rosemont, IL 60018 TEL: 262-822-8777 Contact: Jeff Raduechel

A1.0





1 10" THICK CONCRETE WALL PANELS WITH REVEALS AND TEXTURED PAINT COATING.

2 14" THICK CONCRETE WALL PANELS WITH 1 1/2" WIDE PLANK, RANDOM DEPTH PATTERN. FITZGERALD FORMLINERS, PATTERN

3 PANEL JOINT WITH SEALANT. (TYP.) (SEE DETAILS)

4 2" BUILDING EXPANSION JOINT, SEE DETAIL 11/A9.1 5 3" WIDE X 1/2" DEEP REVEAL, SEE DETAIL 21/A9.1.

SHEET NOTES

6 2" X 1/2" DEEP REVEAL, SEE DETAIL 11/A9.2.

LINE OF CONCRETE FOOTING. (SEE STRUCTURAL) STEP IN C.I.O. CONCRETE FOOTING. (SEE STRUCTURAL) 11 CONCRETE STAIRS WITH 1 1/2" DIA. GUARDRAIL AND 1 1/4" DIA. HANDRAIL. (GLV-1)

12 CONCRETE RAMP, RETAINING WALLS, AND STAIRS WITH PAINTED METAL GUARDRAIL AT DRIVE-THRU OVERHEAD DOORS. (SEE STRUCTURAL)

14 EXTERIOR GALVANIZED METAL STAIR WITH 1 1/2" DIA. GUARDRAIL AND 1 1/4" DIA. HANDRAIL. PROVIDE (2) 6" DIA. BOLLARDS.

15 6" DIA. CONCRETE-FILLED STEEL BOLLARD. PAINT P-7. 20 14'-0" X 16'-0" INSULATED OVERHEAD SECTIONAL DRIVE-THRU DOOR.

PROVIDE (4) 6" DIA. BOLLARDS (TYP.) 21 9'-0" X 10'-0" INSULATED OVERHEAD SECTIONAL DOCK DOOR DOCK

EQUIPMENT. 22 KNOCK-OUT PANEL FOR FUTURE WINDOW / DOCK DOOR AND

LEVELER. SHOWN DASHED (TYP.) 23 DOCK SIGNAGE.

26 2" X 1" BLACK VINYL COATED WOVEN WIRE MESH (10 GA.) SECURITY FENCING. TERMINATE ENCLOSURE AT UNDERSIDE OF CANOPY STRUCTURE.

28 STEEL FRAME ENTRY CANOPY WITH PREFINISHED COMPOSITE ALUMINUM PANEL FASCIA AND CEILING SYSTEM.

34 LINE OF ROOF BEYOND.

36 PREFINISHED METAL COPING (24 GA.) OR FASCIA EDGE FLASHING (24

38 MOTORIZED WALL LOUVER AT FIRE PUMP ROOM. (SEE MECHANICAL AND ELECTRICAL)

46 SURFACE MOUNTED WALL PACK LIGHT FIXTURE. CENTER FIXTURE IN PANEL. (SEE ELECTRICAL)

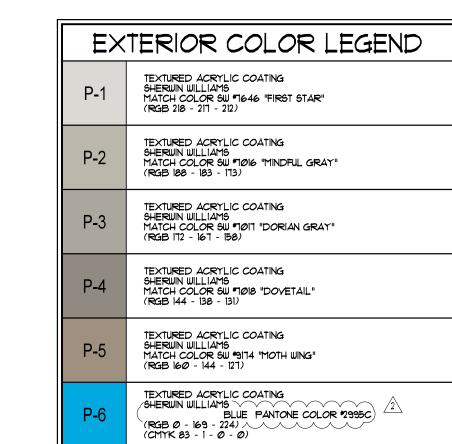
47 1/2" RECESSED AREA WITHIN CONCRETE WALL PANEL. 53 PREFINISHED METAL (22 GA.) CONDUCTOR BOX AND 8" X 8" PREFINISHED METAL (22 GA.) DOWNSPOUT. PROVIDE DOWNSPOUT

ANGLE AT BASE TO ALLOW FOR DAYLIGHTING. MAINTAIN 12"

CLEARANCE ABOVE SLAB. REFER TO EXTERIOR DETAILS ON A9 57 PRE-FABRICATED SMOKER SHELTER CANOPY

58 CHAINLINK SURROUND TO UNDERSIDE OF CANOPY 59 KNOCK-OUT PANEL ABOVE DOOR OPENING

60 OVERFLOW SCUPPER. REFER TO EXTERIOR DETAILS ON A9 SERIES.





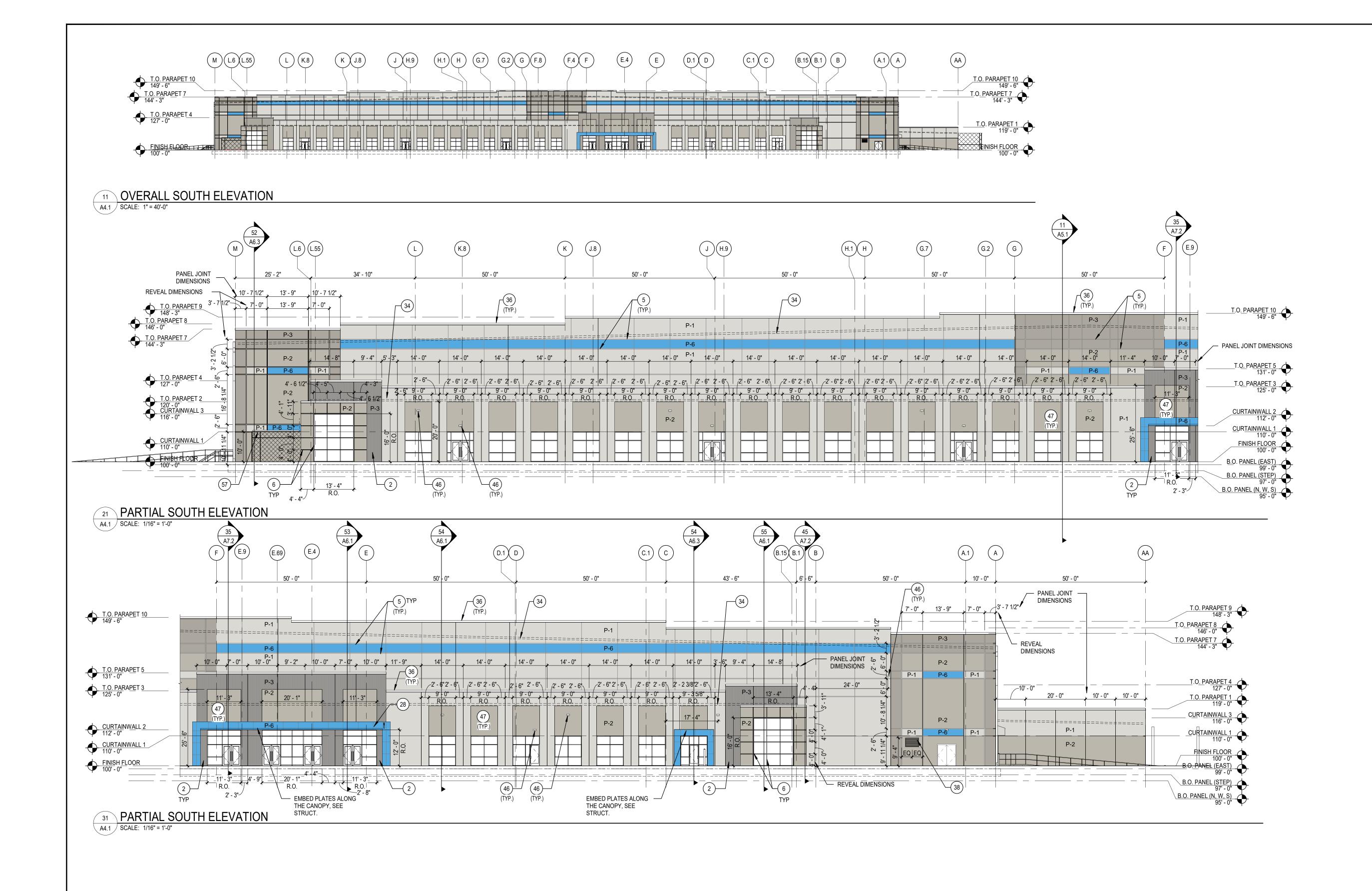
CONCEPTUAL DESIGN

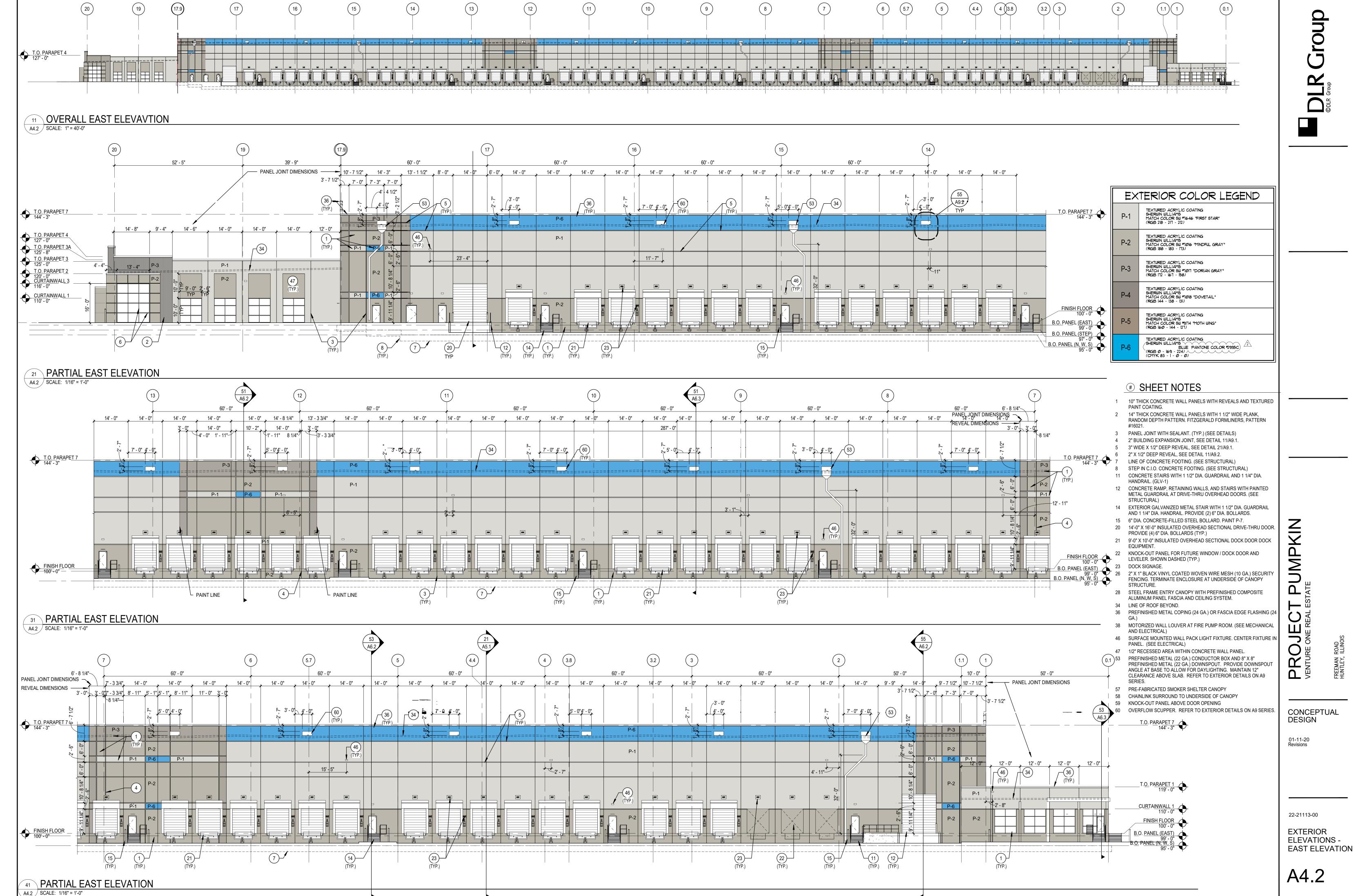
01-11-20 Revisions

22-21113-00

EXTERIOR ELEVATIONS -SOUTH **ELEVATION**

A4.1







1 10" THICK CONCRETE WALL PANELS WITH REVEALS AND TEXTURED PAINT COATING.

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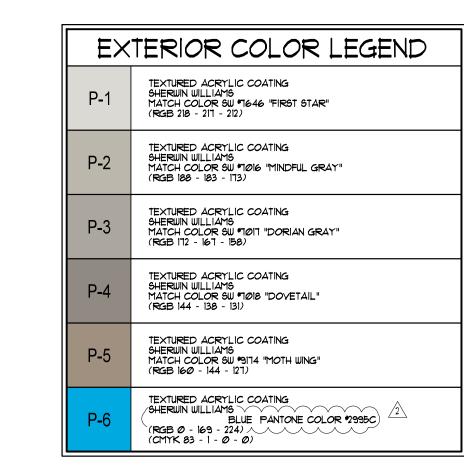
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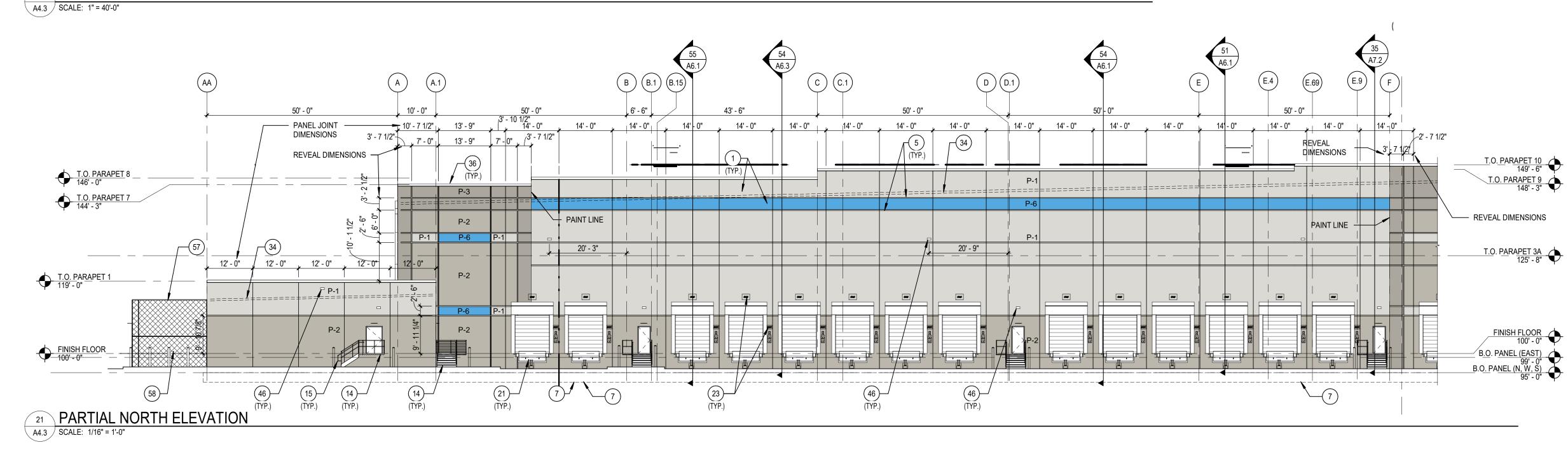
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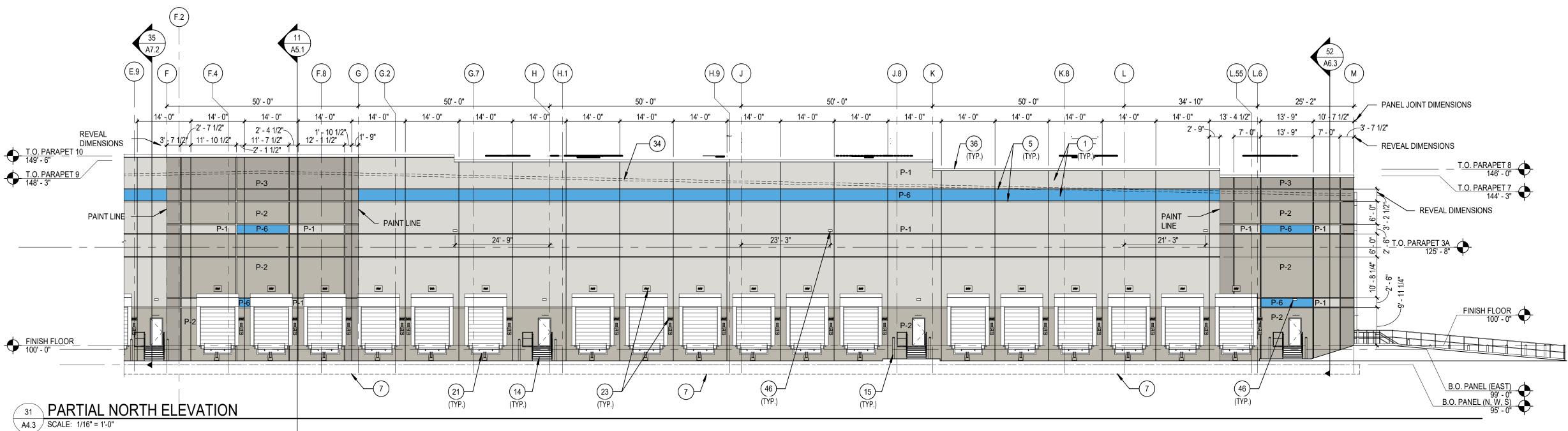
60 OVERFLOW SCUPPER. REFER TO EXTERIOR DETAILS ON A9 SERIES.





T.O. PARAPET 7 144' - 3"

T.O. PARAPET 3A 125' - 8"



AA

OVERALL NORTH ELEVATION

T.O. PARAPET 10 149' - 6"

T.O. PARAPET 1 119' - 0"

CONCEPTUAL DESIGN

01-11-20 Revisions

PUMPKIN

PROJECTIVE ONE REAL I

22-21113-00

EXTERIOR ELEVATIONS -NORTH **ELEVATION**

A4.3



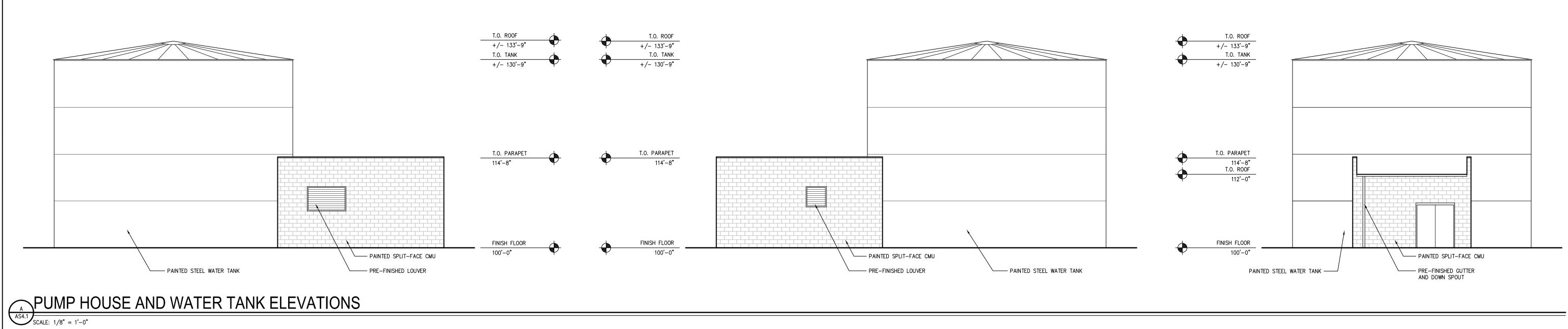
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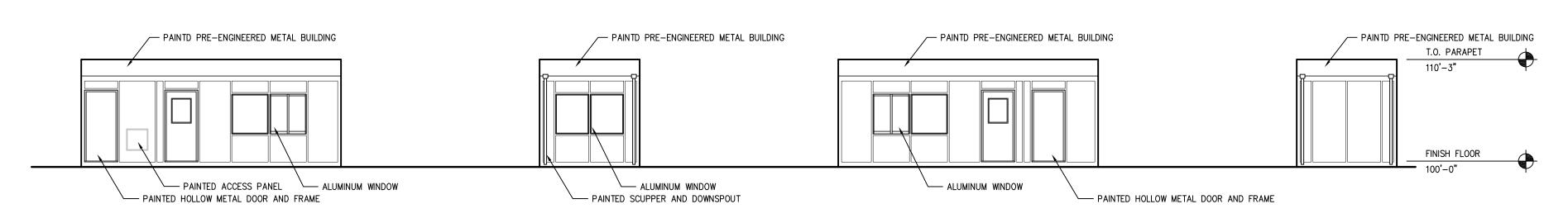
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22-21113-00 CONCEPTUAL

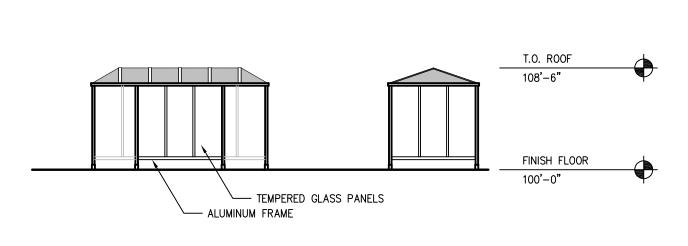
AS4.1

ELEVATIONS

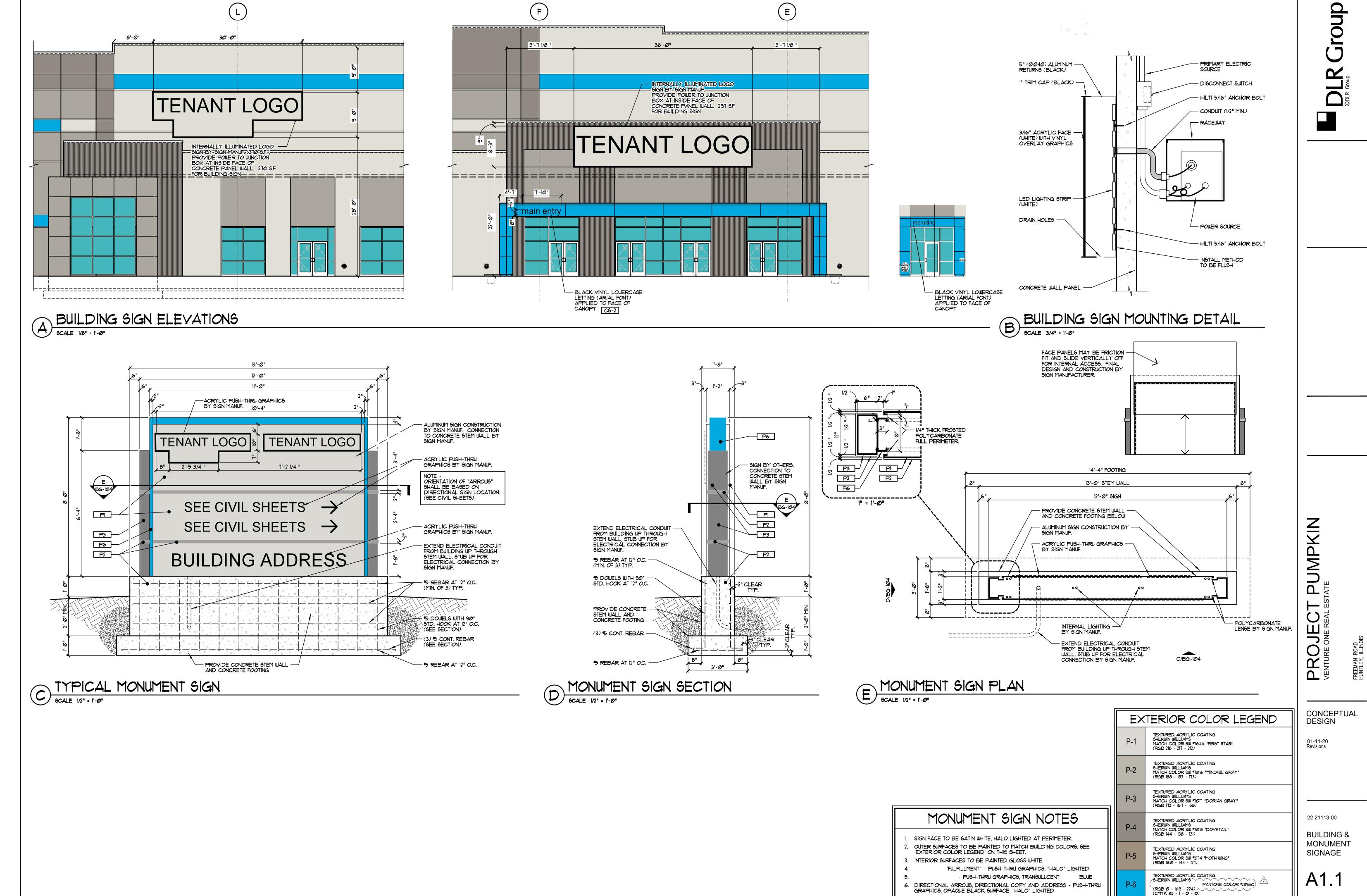


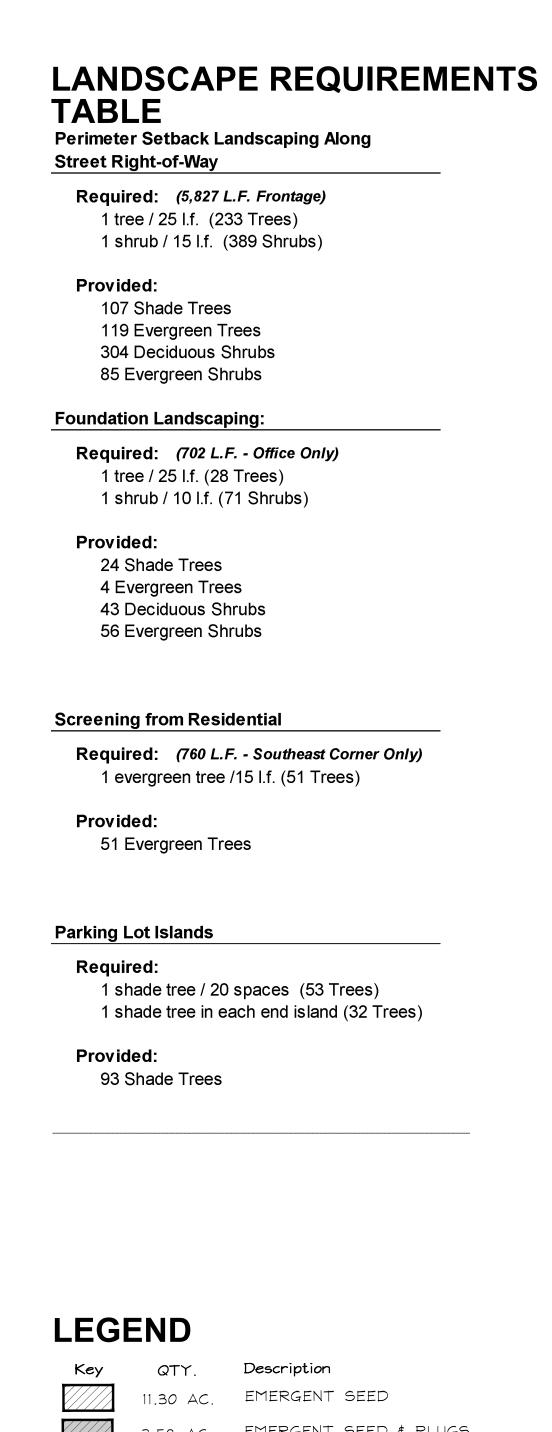


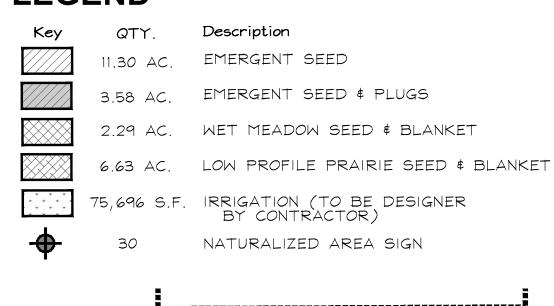
PRE-ENGINEERED GUARD HOUSE ELEVATIONS SCALE: 1/8" = 1'-0"

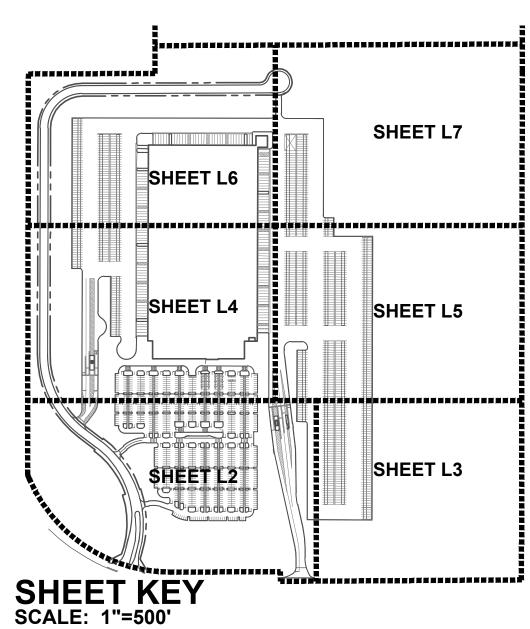


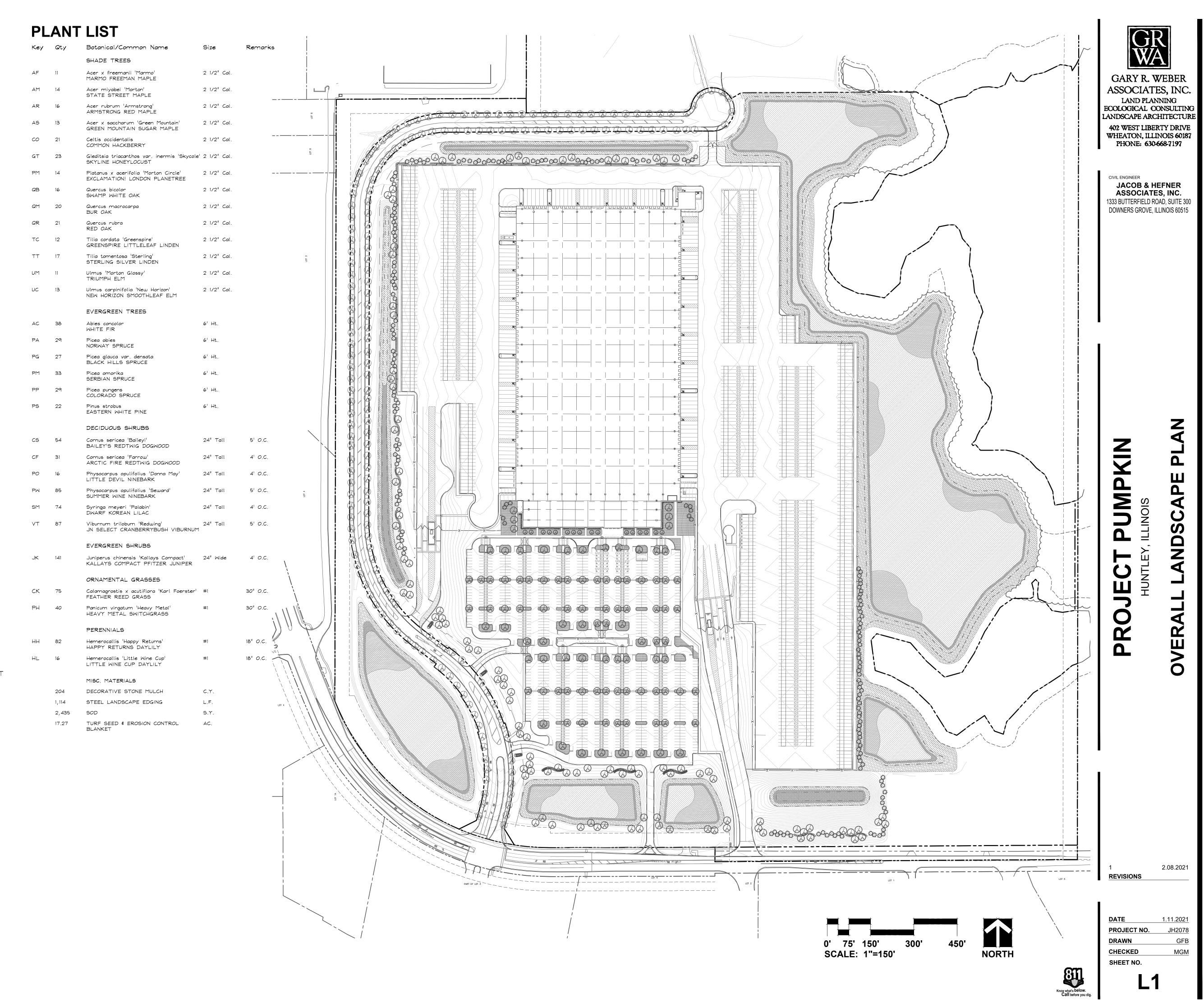
PRE-ENGINEERED BUS STOP ELEVATIONS SCALE: 1/8" = 1'-0"

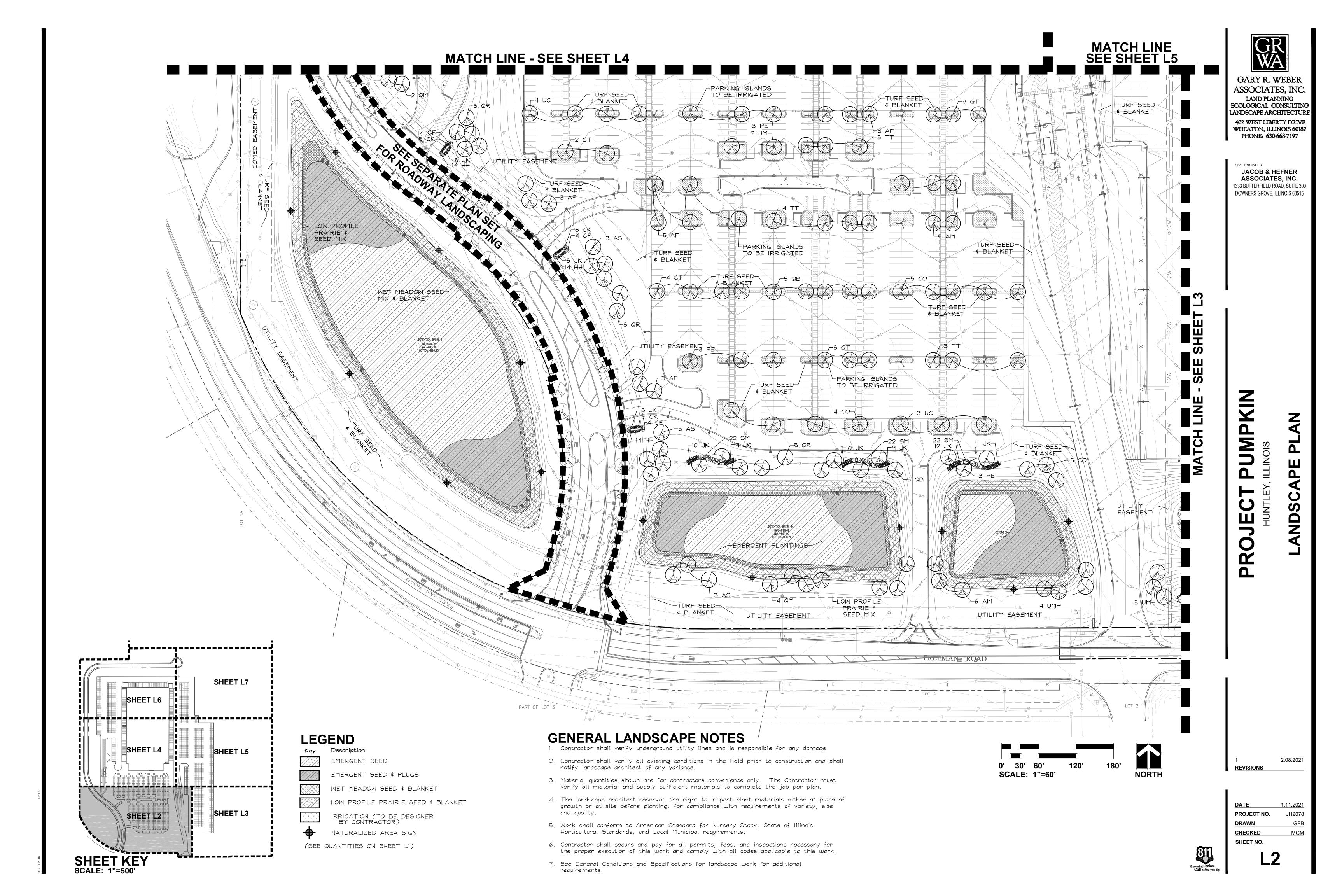


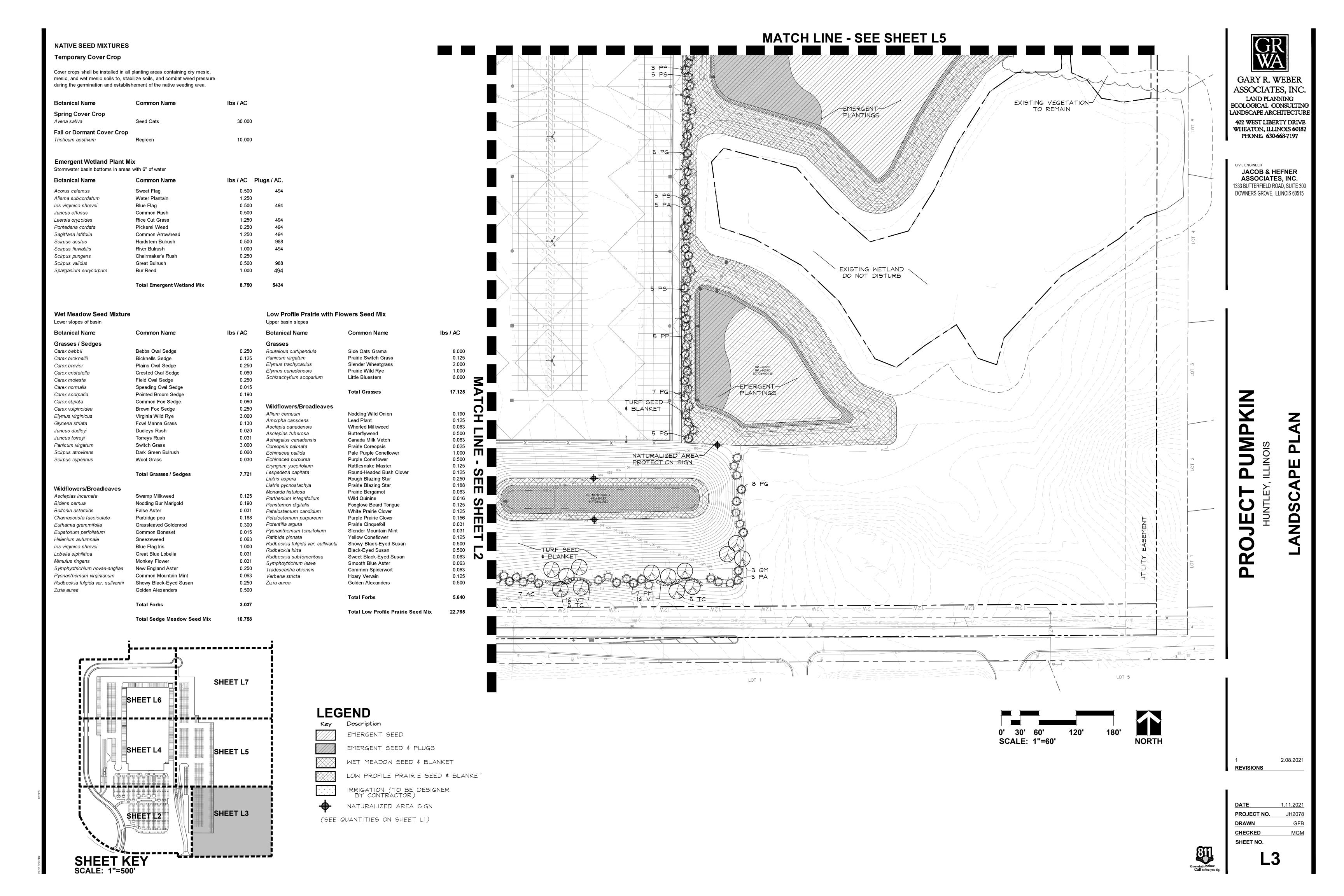


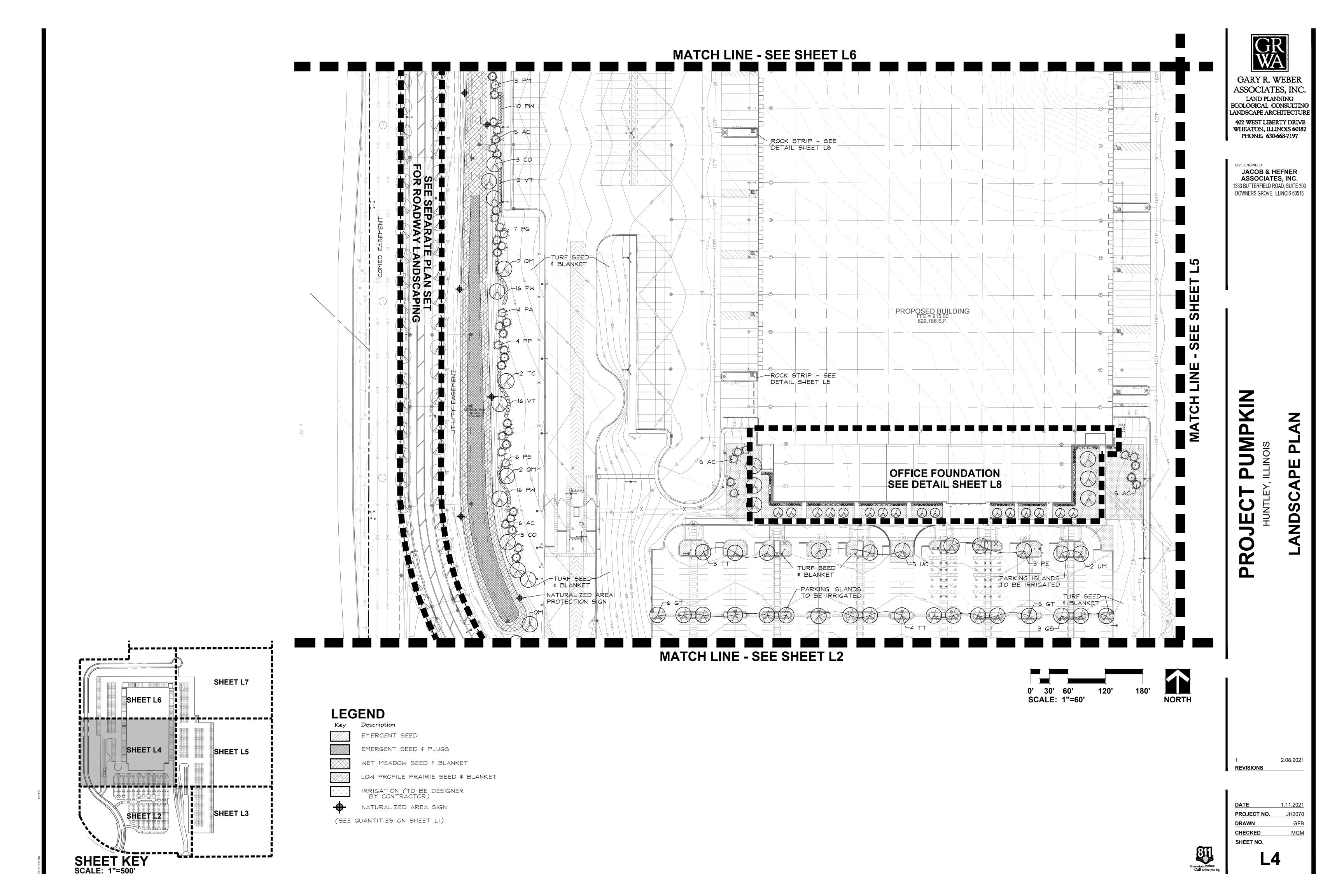


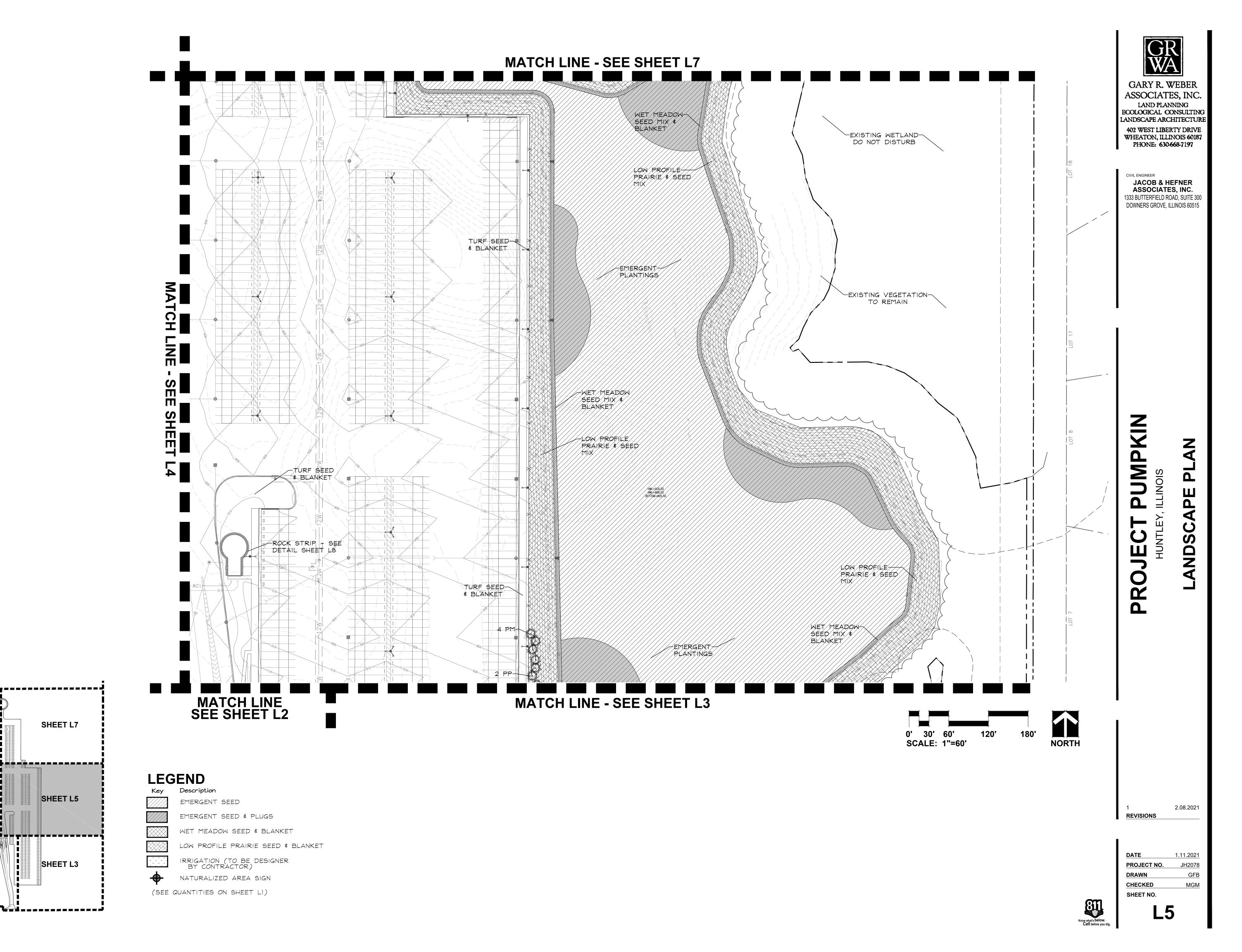






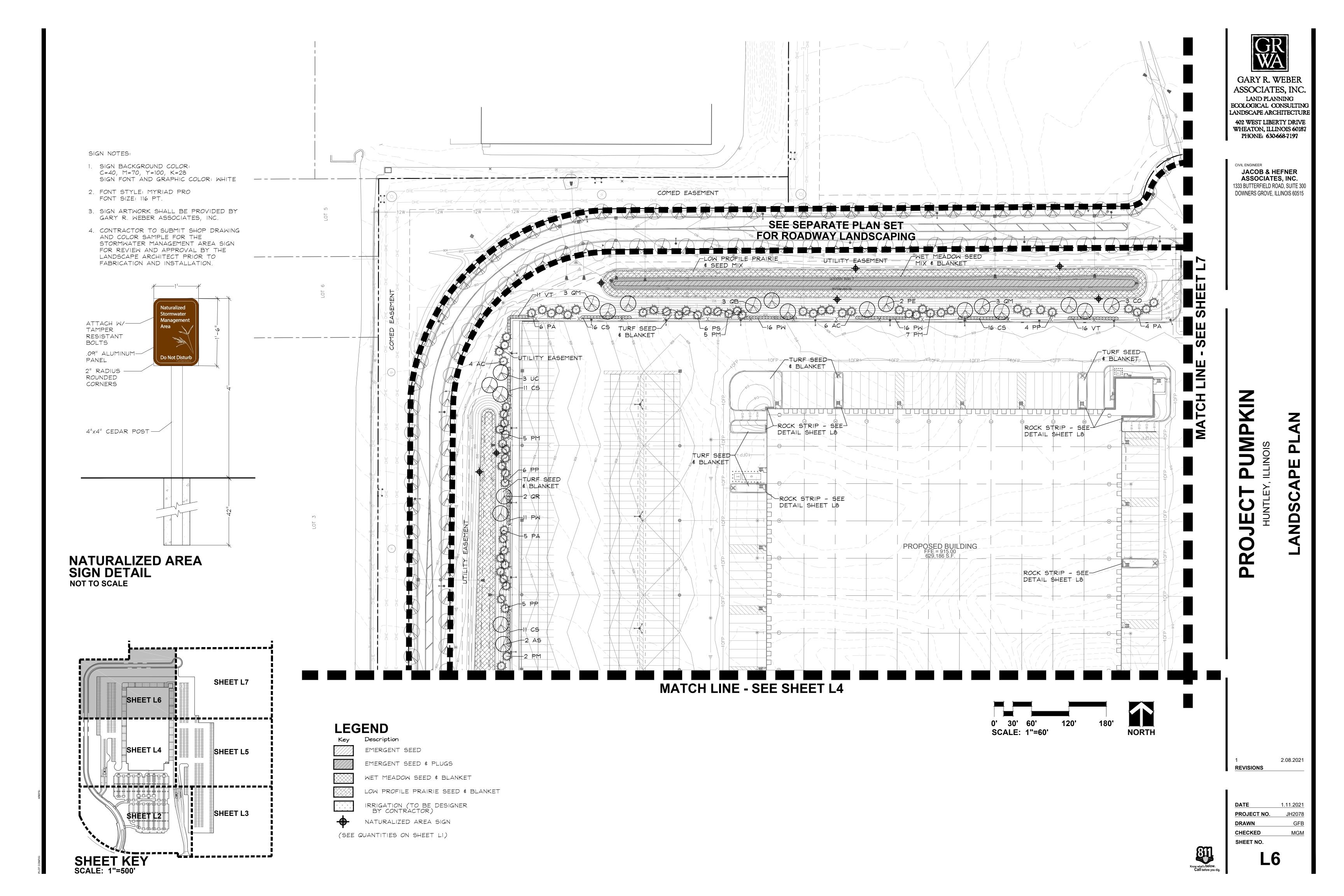


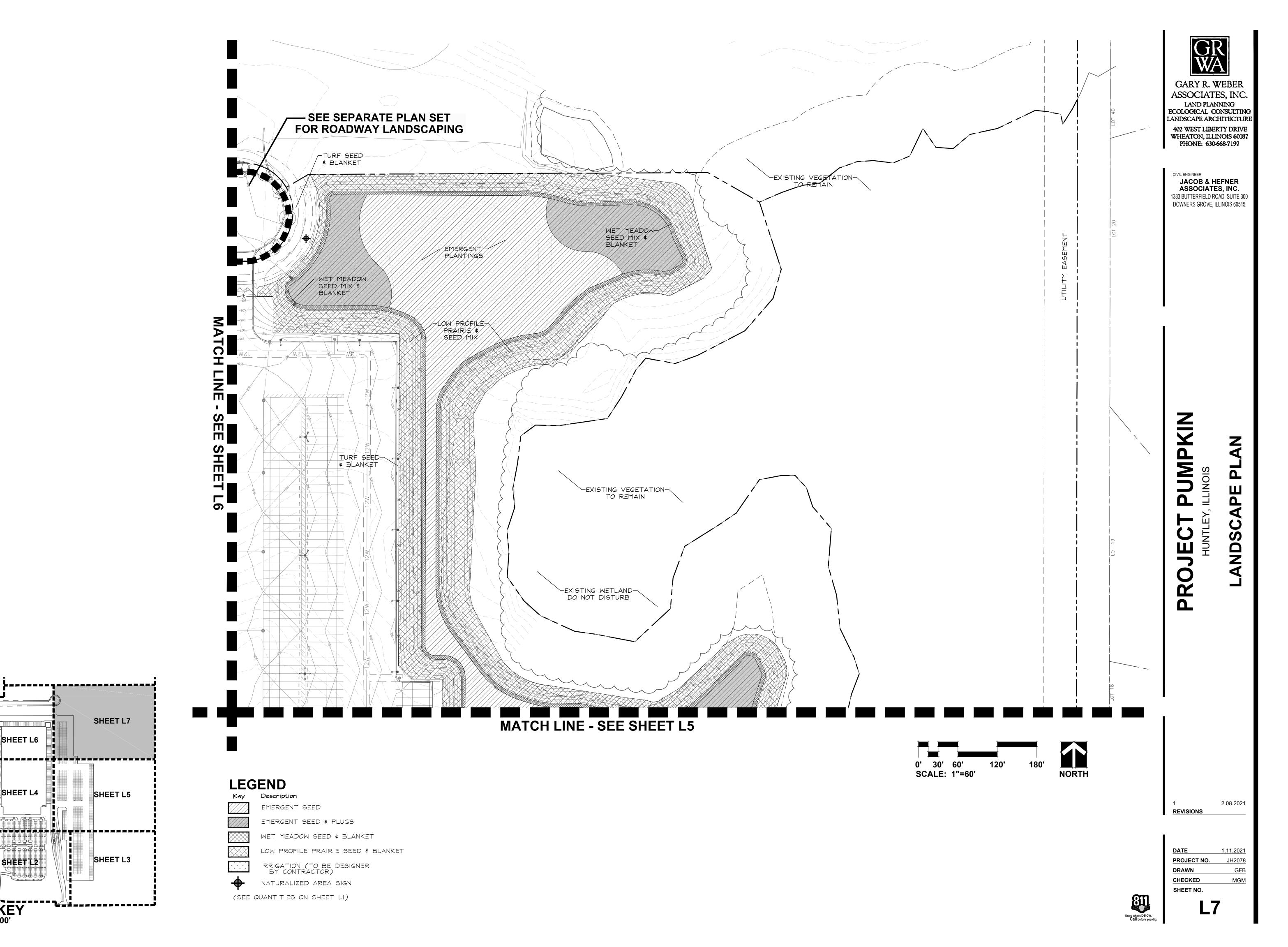




SHEET KEY SCALE: 1"=500"

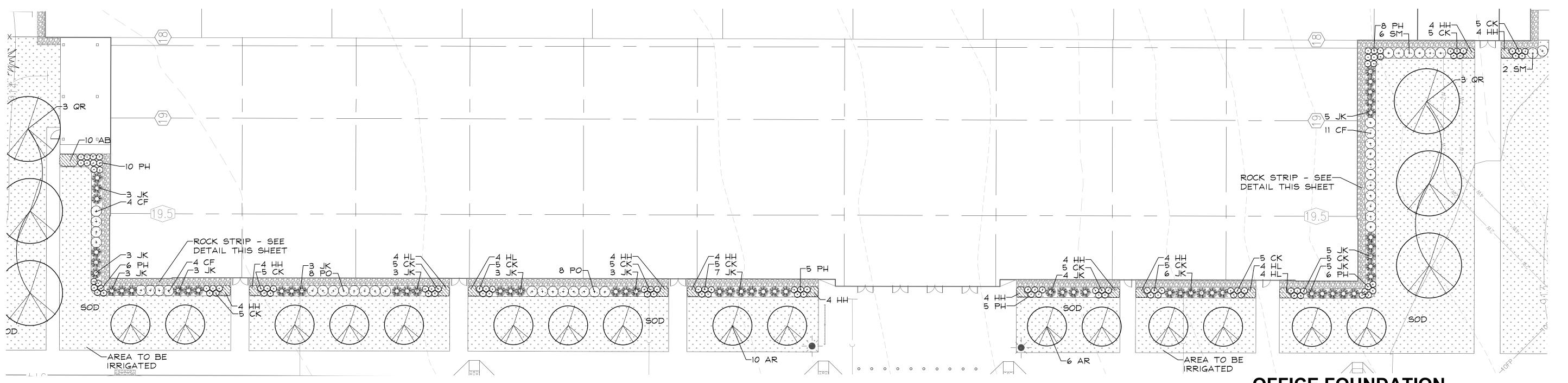
SHEET L6





SHEET KEY SCALE: 1"=500"

SHEET L6



OFFICE FOUNDATION LANDSCAPE DETAIL

SCALE: 1"=20'

NORTH

EROSION CONTROL——BLANKET ALL SLOPES
4:1 AND GREATER LOW PROFILE PRAIRIE WET MEADOW EMERGENT OPEN WATER 24 INCHES (+) NWL-24 INCHES NWL-6 INCHES 6 INCHES (+) IN ABOVE NWL ABOVE NWL IN DEPTH BELOW NWL DEPTH BELOW NWL DISTANCE VARIES DISTANCE VARIES DISTANCE VARIES

PLANT SPACING
SKIZZ SKIZZ SKIZZ AS PER PLAN EXISTING SUBGRADE

DECIDUOUS AND EVERGREEN SHRUBS

AVOID PLACING SOIL OVER ROOT CROWN. SET ROOT

BALL 3-6" HIGHER THAN

/2" DECORATIVE STONE

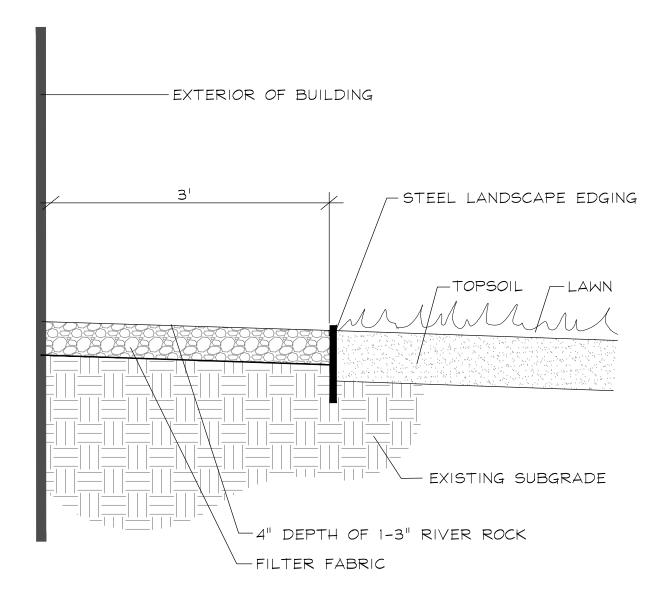
FINISHED GRADE.

AROUND OUTSIDE.

FINISHED GRADE

EXISTING SUBGRADE

PLANT COMMUNITY SECTION NOT TO SCALE



STONE STRIP DETAIL SCALE: N.T.S.

2.08.2021 REVISIONS

GARY R. WEBER ASSOCIATES, INC. LAND PLANNING COLOGICAL CONSULTING ANDSCAPE ARCHITECTURI **402 WEST LIBERTY DRIVE** WHEATON, ILLINOIS 60187 PHONE: 630-668-7197

JACOB & HEFNER ASSOCIATES, INC. 1333 BUTTERFIELD ROAD, SUITE 300 DOWNERS GROVE, ILLINOIS 60515

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HUNTLEY

DATE 1.11.2021 PROJECT NO. JH2078 DRAWN GFB CHECKED MGM SHEET NO.

Know what's below.
Call before you dig.

Description EMERGENT SEED EMERGENT SEED # PLUGS

WET MEADOW SEED \$ BLANKET LOW PROFILE PRAIRIE SEED \$ BLANKET

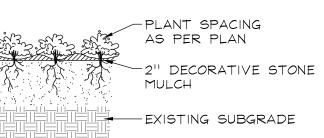
IRRIGATION (TO BE DESIGNER BY CONTRACTOR)

NATURALIZED AREA SIGN

LEGEND

(SEE QUANTITIES ON SHEET LI)

PLANTING DETAILS



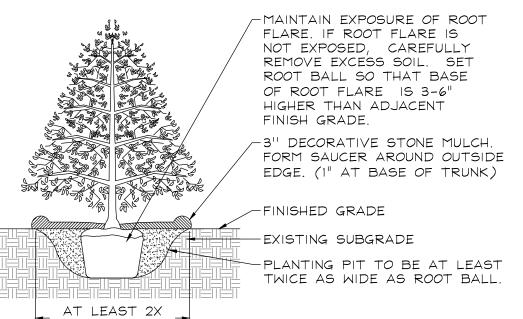
PERENNIALS AND GROUNDCOVERS **NOT TO SCALE**

NOT TO SCALE

-PRUNE ONLY TO ENCOURAGE CENTRAL LEADER. DO NOT CUT CENTRAL -MAINTAIN EXPOSURE OF ROOT FLARE. IF ROOT FLARE IS NOT EXPOSED, CAREFULLY REMOVE EXCESS SOIL SET ROOT BALL SO THAT BASE OF ROOT FLARE IS 3-6" HIGHER THAN ADJACENT FINISH GRADE. -3" DECORATIVE STONE MULCH. FORM SAUCER AROUND OUTSIDE EDGE (1" AT BASE OF TRUNK) FINISHED GRADE -EXISTING SUBGRADE -PLANTING PIT TO BE AT LEAST TWICE AS WIDE AS ROOT BALL. AT LEAST 2X

DECIDUOUS TREES NOT TO SCALE

ROOT BALL DIA.



ROOT BALL DIA. **EVERGREEN TREES**

NOT TO SCALE

1.1 DESCRIPTION OF WORK

The work shall consist of furnishing, transporting and installing all seeds, plants and other materials required for:

- 1. The establishment of trees, shrubs, perennial, annual and lawn areas as shown on Landscape Plan;
- 2. The provision of post-planting management as specified herein;
- 3. Any remedial operations necessary in conformance with the plans as
- specified in this document;
 4. Permits which may be required.

1.2 QUALITY ASSURANCE

- A. Work shall conform to State of Illinois Horticultural Standards and local municipal requirements.
- B. Quality Control Procedures:
- 1. Ship landscape materials with certificates of inspection as required by governmental authorities. Comply with governing regulations applicable to landscape materials.
- 2. Do not make substitutions. If specified landscape material is not obtainable, submit to Landscape Architect proof of non-availability and proposal for use of equivalent material.
- 3. Analysis and Standards: Package standard products with manufacturer's certified analysis.

1.3 SUBMITTALS

A. Planting Schedule

Submit three (3) copies of the proposed planting schedule showing dates for each type of planting

B. Maintenance Instruction - Landscape Work

Submit two (2) copies of typewritten instructions recommending procedures to be established by the Owner for the maintenance of landscape work for one full year. Submit prior to expiration of required maintenance periods.

Instructions shall include: watering, fertilizing, spraying, mulching and pruning for plant material and trimming groundcover. Instructions for watering, fertilizing and mowing grass areas shall be provided ten (10) days prior to request for inspection for final acceptance. Landscape Architect shall receive copies of all instructions when issued.

- C. Submit two (2) copies of soil test of existing topsoil with recommendations for soil additive requirement to Landscape Architect for review and written approval.
- D. Submit two (2) samples of shredded hardwood bark mulch, erosion control blankets, and all other products and materials as specified on plans to Landscape Architect for review and written approval.
- E. Nursery packing lists indicating the species and quantities of material installed must be provided to the Owner and/or City upon request.

1.4 JOB CONDITIONS

- A. Examine and evaluate grades, soils and water levels. Observe the conditions under which work is to be performed and notify Landscape Architect of unsatisfactory conditions. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.
- B. Utilities: Review underground utility location maps and plans; notify local utility location service; demonstrate an awareness of utility locations; and certify acceptance of liability for the protection of utilities during course of work. Contractor shall be responsible for any damage to utilities or property.
- C. Excavation: When conditions detrimental to plant growth are encountered such as rubble fill, adverse drainage conditions or obstructions, notify Landscape Architect before planting.

1.5 GUARANTEES

- A. Guarantee seeded and sodded areas through the specified maintenance period and until final acceptance.
- B. Guarantee trees, shrubs, groundcover and perennials for a period of one year after date of acceptance against defects including death and unsatisfactory growth, except for defects resulting from neglect by Owner, abuse or damage by others or unusual phenomena or incidents which are beyond Landscape Installer's control.
- C. Native Planting Area Performance Criteria

1st Full Growing Season: 90% of cover crop shall be established. There shall be no bare areas greater than two (2) square feet in seeded areas. At least 25% of vegetation coverage shall be native, non-invasive species. At least 50% of the emergent species, if planted as plugs shall be alive and apparent.

2nd Full Growing Season: All areas with the exception of emergent zones shall exhibit full vegetative cover. At least 50% of the vegetation coverage shall be native, non-invasive species.

3rd Full Growing Season: At least 75% of vegetation coverage shall be native, non-invasive species. Non-native species shall constitute no more than 25% relative aerial coverage of the planted area. Non-native/ Invasive species for this project shall include but are not limited to the following: Ambrosia artemisiifolia \$ trifida (Common \$ Giant Ragweed), Cirsium arvense (Canada Thistle), Dipsacus laciniatus (Cut-leaved Teasel), Dipsacus sylvestris (Common Teasel), Lythrum salicaria (Purple Loosestrife), Melilotus sp. (Sweet Clover), Phalaris arundinacea (Reed Canary Grass), Phragmides australis (Giant Reed), Polygonum cuspidatum (Fallopia japonica) (Japanese Knotweed), Rhamnus cathardica \$ frangula (Common \$ Glossy Buckthorn), Typha sp. (Broadleaf, Narrowleaf, and Hybrid Cattail).

LANDSCAPE WORK PART 2 - PLANT MATERIALS

2.1 LAWN SOD

Provide strongly rooted sod, not less than two (2) years old and free of weeds and undesirable native grasses. Provide only sod capable of growth and development when planted (viable, not dormant) and in strips not more than 18" wide x 4' long. Provide sod composed of a 5-way blend of Kentucky Bluegrass such as: Midnight, Allure, Viva, Washington, Liberty.

2.2 LAWN SEED MIXTURE

Grass Seed: Provide fresh, clean, new crop seed complying with the tolerance for purity and germination established by the Official Seed Analysts of North America. Provide seed of the grass species, proportions and maximum percentage of weed seed, as specified.

- A. Lawn Seed Mixture 5 lbs./1,000 sq. ft.
- 50% Kentucky Bluegrass 98/85
- 15% Cutter Perennial Ryegrass 10% Spartan Hard Fescue
- 10% Edge Perennial Ryegrass 10% Express Perennial Ryegrass
- 10% Express Perennial Ryegrass 5% Pennlawn Creeping Red Fescue
- B. Temporary Lawn Seed Mixture 5 lbs./1,000 sq.ft. 40% Kentucky Bluegrass 98/85
- 40% Perennial Ryegrass
 20% Annual Ryegrass

2.3 NATIVE PLANTING MIXTURES

Provide fresh, clean, new crop of the species and proportions as specified. Native seed and live plant material shall be obtained from a reputable supplier (approved by Landscape Architect) that has collected from sources east of the Mississippi River within the same EPA Level III Ecoregion as the project site (Central Corn Belt Plains). Any material sourced from outside this ecoregion must be approved by the Landscape Architect prior to installation.

It is the sole responsibility of the Native Landscape Contractor to provide approved seed that meets industry-standard PLS requirements.

2.4 GROUNDCOVERS, PERENNIALS AND ANNUALS

Provide plants established and well-rooted in removable containers or integral peat pots and with not less than the minimum number and length of runners required by ANSI Z60.1 for the pot size shown or listed.

2.5 TREES AND SHRUBS

- A. Name and Variety: Provide nursery grown plant material true to name and variety.
- B. Quality: Provide trees, shrubs and other plants complying with the recommendations and requirements of ANSI Z60.1 "Standard for Nursery Stock" and as further specified.
- C. Deciduous Trees: Provide trees of height and caliper listed or shown and with branching configuration recommended by ANSI Z60.1 for type and species required. Provide single stem trees except where special forms are shown or listed. Provide balled and burlapped (B\$B) deciduous trees.
- D. Deciduous Shrubs: Provide shrubs of the height shown or listed and with not less than the minimum number of canes required by ANSI Z60.1 for the type and height of shrub required. Provide balled and burlapped (B&B) deciduous shrubs.
- E. Coniferous Evergreen: Provide evergreens of the sizes shown or listed. Dimensions indicate minimum spread for spreading and semi-spreading type evergreens and height for other types. Provide quality evergreens with well-balanced form complying with requirements for other size relationships to the primary dimension shown. Provide balled and burlapped (B\$B) evergreen trees and containerized shrubs.
- F. Inspection: All plants shall be subject to inspection and review at the place of growth or upon delivery and conformity to specification requirements as to quality, right of inspection and rejection upon delivery at the site or during the progress of the work for size and condition of balls or roots, diseases, insects and latent defects or injuries. Rejected plants shall be removed immediately from the site.

2.6 PLANTING SOIL MIXTURE

Provide planting soil mixture consisting of clean uncompacted topsoil (stockpiled at site) for all planting pits, perennial, annual and groundcover areas. Topsoil shall be conditioned based on any recommendations resulting from the soil test in 1.3.C.

2.7 EROSION CONTROL

- A. Lawn Seed Areas Erosion Control Blanket: North American Green DS75, or equivalent approved equal.
- B. Native Areas Erosion Control Blanket: North American Green S150, or equivalent approved equal.
- C. Shoreline and Sloped Berm Areas Erosion Control Blanket: North American Green SC150, or approved equal. To be installed per manufacturer's recommendations.

2.8 DECORATIVE STONE MULCH

Provide decorative stone mulch consisting of 1 1/2" clean river rock. Provide sample to Landscape Architect for approval prior to ordering materials.

LANDSCAPE WORK PART 3 - EXECUTION

3.1 PLANTING SCHEDULE

At least thirty (30) days prior to the beginning of work in each area, submit a planting schedule for approval by the Landscape Architect.

3.2 PLANTINGS

A. Sodding New Lawns

- 1. Remove existing grass, vegetation and turf. Dispose of such material legally off-site, do not turn over into soil being prepared for lawns.
- 2. Till to a depth of not less than 6"; apply soil amendments as needed; remove high areas and fill in depressions; till soil to a homogenous mixture of fine texture, remove lumps, clods, stones over 1" diameter, roots and other extraneous matter. Dispose of such material legally off-site.
- 3. Sodded areas shall receive an application of commercial fertilizer at the rate of 10 lbs. per 1,000 sq. ft. and shall have an analysis of 16-8-8.
- 4. Lay sod within 24 hours from time of stripping.
- 5. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod strips; do not overlap. Stagger strips to offset joints in adjacent courses. Work from boards to avoid damage to subgrade or sod. Tamp or roll lightly to ensure contact with subgrade. Work sifted soil into minor cracks between pieces of sod; remove excess to avoid smothering of adjacent grass.
- 6. Water sod thoroughly with a fine spray immediately after planting.

B. Seeding New Lawns

- 1. Remove existing grass, vegetation and turf. Dispose of such material legally off-site. Do not turn over into soil being prepared for lawns.
- 2. Till to a depth of not less than 6"; apply soil amendments; remove high areas and fill in depressions; till soil to a homogenous mixture of fine texture, remove lumps, clods, stones over 1" diameter, roots and other extraneous matter. Dispose of such material legally off-site.
- 3. Seeded lawn areas shall receive an application of commercial fertilizer at the rate of 5 lbs. per 1,000 sq. ft. and shall be 6-24-24. Fertilizer shall be uniformly spread and mixed into the soil to a depth of 1" inches.
- 4. Do not use wet seed or seed which is moldy or otherwise damaged in transit or storage.
- 5. Sow seed using a spreader or seeding machine. Do not seed when wind velocity exceeds five (5) miles per hour. Distribute seed evenly over entire area by sowing equal quantity in two directions at right angles to each other.
- 6. Sow not less than specified rate.
- 7. Rake lawn seed lightly into top 1" of soil, roll lightly and water with a fine spray.
- 8. After the seeding operation is completed, spray a wood fiber mulch (Conweb 2000 with tacifier or approved equal) over the entire grassed area at the rate of 2,000 lbs. per acre. Use a mechanical spray unit to insure uniform coverage. Exercise care to protect buildings, automobiles and people during the application of the mulch.

C. Seeding Native Areas

- 1. The period for planting prairie seed shall be from April 1 to June 15 or September 15 to just before the first frost. Seeding outside of these timeframes must be approved by the landscape architect.
- 2. The General Contractor and Native Landscape Contractor shall be responsible for performing all work necessary to achieve and maintain an acceptable seedbed prior to seeding. All areas must be properly prepared before seeding begins. Equipment having low unit pressure ground contact shall be utilized within the planting areas.
- 3. If present, compacted soils shall be disked or raked prior to seeding.

 Remedial measures for the access area may, at the direction of the

 Wetland Consultant, involve ripping from 12 to 18 inches of the soil horizon
 prior to disking.
- 4. Prior to seeding, planting areas shall have at least twelve inches of clean un-compacted topsoil. Clumps, clods, stones over 2" diameter, roots and other extraneous matter shall be removed and disposed of legally off-site.
- 5. Granular mycorrhizal innoculants shall be installed with the seed mix at a rate of 40lbs/ acre. Inoculant can be banded under seed, worked into seed or added into spray tanks. Native areas shall not receive fertilizer.
- 6. Contractor shall be solely responsible for the proper handling and storage of the seed according to the best seed handling and storage practices, including fungicide treatments and stratification considerations. Owner shall make no compensation for damage to the seed because of improper storage, cleaning, threshing, or screening operations.
- 7. Except where site conditions preclude their use, seeding shall be performed using a Truax drill, Truax Trillion seeder, or comparable equipment designed specifically for installation of native seed. For areas where site conditions preclude the use of specialized equipment, seed may be installed through hand broadcasting and followed by light raking. Hand broadcast seed shall be spread at twice the specified rate. Other methods of seed installation may be used with prior approval from the Landscape Architect.
- 8. Prior to starting work, all seeding equipment shall be calibrated and adjusted to sow seeds at the proper seeding rate. In general, the optimum seeding depth is 0.25 inch below the soil surface. Areas where the seed has not been incorporated into the soil to the proper depths will not be accepted, and no compensation for materials or labor for the rejected work will be made by the Owner.
- 9. Seeding and soil tracking/firming shall not be done during periods of rain, severe drought, high winds, excessive moisture, frozen ground, or other conditions that preclude satisfactory results.
- 10. Wet mesic and emergent areas shall be planted, and seed allowed to germinate (if possible), prior to flooding with significant amounts of water. Any areas of significant permanent water located within the planting area will receive live plugs in lieu of seed.
- 11. After the seeding operation is completed, install erosion control blanket per manufacturer's specifications.
- 12. Emergent plugs shall be planted in natural groupings within designed areas containing saturated soils or shallow inundation. Plants within groupings shall be planted at 2 foot centers.
- 13. Emergent plugs shall not be planted less than the specified rate and shall be protected with goose exclosures surrounding all natural groupings of

E. Groundcover and Perennial Beds

horticultural practices.

Groundcover, perennials, and annuals shall be planted in continuous beds of planting soil mixture a minimum of 8" deep. Install per spacing indicated on plan.

F. Trees and Shrubs

- 1. Set balled and burlapped (B&B) stock plumb and in center of pit or trench with top of ball at an elevation that will keep the root flare exposed upon backfill and mulching. Remove burlap from top and sides of balls; retain on bottoms. When set, place additional topsoil backfill around base and sides of ball and work each layer to settle backfill and eliminate voids and air pockets. When excavation is approximately 2/3 full, water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing final layer of backfill.
- 2. Dish top of backfill to allow for mulching. Provide additional backfill berm around edge of excayations to form shallow saucer to collect water.
- 3. Mulch pits, trenches and planted areas. Provide not less than 2" thickness of mulch and work into top of backfill and finish level with adjacent finish grades. Maintain exposed root flare at all times.
- 4. Prune only injured or dead branches from flowering trees, if any.
 Protect central leader of tree during shipping and pruning operations.
 Prune shrubs to retain natural character in accordance with standard
- 5. Remove and replace excessively pruned or ill-formed stock resulting from improper pruning.
- 6. The Contractor shall be wholly responsible for assuring that all trees are planted in a vertical and plumb position and remain so throughout the life of this contract and guarantee period. Trees may or may not be staked and guyed depending upon the individual preference of the Contractor; however, any bracing procedure(s) must be approved by the Owner prior

3.3 INITIAL MAINTENANCE

- A. Begin maintenance immediately after planting, continuing until final acceptance.
 A minimum of thirty (30) days.
- B. Maintain planted and seeded areas by watering, rolling/regrading, replanting and implementing erosion control as required to establish vegetation free of eroded or bare areas.
- C. Compensatory Storage and Native Planting areas are to be mowed only once per spring during the initial three year establishment period.

3.4 NATIVE LANDSCAPED AREAS CONTINUED MONITORING \$ MAINTENANCE

A. Monitoring

The Owner shall notify the County upon completion of plantings. The Owner's Environmental Specialist shall inspect the plantings and provide the County with a copy of the planting locations, species, and quantities for verification by the County.

The Owner's Environmental Specialist shall inspect the plantings at least twice per year during the three-year term of the Establishment and Maintenance Cash Bond or Letter of Credit, to determine compliance with the minimum annual performance criteria (See 1.5C Guarantees). A monitoring report will be provided to the County by January 31st following each growing season.

B. Maintenance:

First Season

With the exception of the emergent area, native seeding areas should be mowed to a height of 6" to control annual nonnative and invasive species early in the growing season. Mowing, including weed whipping, should be conducted during prior to weed seed production. Mowing height and timing may need to be adjusted per target species. Small quantities of undesirable plant species, shall be controlled by hand pulling prior to the development and maturity of the plant. Hand removal shall include the removal of all above-ground and below-ground stems, roots and flower masses prior to development of seeds. Herbicide should be applied as necessary by a trained and licensed operator that is competent in the identification of native and nonnative herbaceous plants. Debris and litter shall be removed from the native areas and storm structures shall be inspected and maintained as necessary.

Second Season

Control of undesirable plant species during the second growing season shall consist primarily of precise herbicide application. Mowing and weed whipping shall be conducted as needed during the early growing season and as needed to a height of 6 to 8 inches to prevent annual weeds from producing seed. Debris and litter shall be removed from the native areas and storm structures shall be inspected and maintained as necessary.

Third Season

Seasonal mowing and herbicide will continue as above but should be reduced over time. Debris and litter shall be removed from the native areas and storm structures shall be inspected and maintained as necessary. At the completion of the third growing season (dependent on fuel availability; dominance of graminoid species; and favorable weather conditions), fire may be introduced to the planted areas as the primary management tool.

State and local permits shall be required prior to controlled burning. Burning shall be conducted by trained professionals experienced in managing smoke in urban environments. Prior to a controlled burn, surrounding property owners as well as local fire and police departments shall be notified. A burn plan detailing preferred wind direction and speed, location of fire breaks, and necessary personnel and equipment shall be prepared and utilized in planning and burn implementation.

The initial burn shall be dependent on fuel availability which is directly related to the quantity and quality of grasses contained within the plant matrix. Timing of the burn shall be determined based on results of the annual monitoring indicating species composition of the management area and other analysis of management goals. Generally, burns shall be scheduled from spring to fall on a rotational basis. Burn frequency shall also be dependent on the species composition within the management area. Generally, a new prairie restoration area shall be burned annually for two years after the second or third growing season after planting and then every 2-3 years thereafter, burning 50-75% of the area.

C. Long Term Wetland and Prairie Management/Maintenance

A final compliance report and Long-Term Operation and Maintenance Plan

be submitted by the Developer/Owner's Environmental Specialist no less than 60 days prior to the expiration of any landscape Cash Bond or Letter of Credit posted for the native areas. Final acceptance and release shall be determined by the County or Municipality upon inspection of the site to verify compliance.

The Long -Term Operation and Maintenance Plan shall be written to include guidelines and schedules for burning, mowing, application of herbicide, debris/litter removal and inspection schedule for storm structures and

sediment removal. 3.5 CLEAN UP AND PROTECTION

- A. During landscape work, store materials and equipment where directed. Keep pavements clean and work areas and adjoining areas in an orderly condition.
- B. Protect landscape work and materials from damage due to landscape operations, operations by other trades and trespassers. Maintain protection during installation and maintenance periods. Treat, repair or replace damaged landscape work as directed by Landscape Architect.

3.6 INSPECTION AND ACCEPTANCE

- A. The Landscape Architect reserves the right to inspect seeds, plants, trees and shrubs either at place of growth or at site before planting for compliance with requirements for name, variety, size, quantity, quality and mix proportion.
- B. Supply written affidavit certifying composition of seed mixtures and integrity of plant materials with respect to species, variety and source.
- C. Notify the Landscape Architect within five (5) days after completing initial and/or supplemental plantings in each area.
- D. When the landscape work is completed, including maintenance, the Landscape Architect will, upon request, make a final inspection to determine acceptability. After final acceptance, the Owner will be responsible for maintenance.

GR WA

GARY R. WEBER
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JACOB & HEFNER
ASSOCIATES, INC.

1333 BUTTERFIELD ROAD, SUITE 300
DOWNERS GROVE, ILLINOIS 60515

HUNTLEY, ILLINOIS

PE SPECIFICATION

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1 2.08.2021 **REVISIONS**

 DATE
 1.11.2021

 PROJECT NO.
 JH2078

 DRAWN
 GFB

 CHECKED
 MGM

 SHEET NO.

L9

9

Parkway Landscape Plan

PROJECT PUMPKIN

Huntley, Illinois

February 8, 2021

CONSULTANTS:



LANDSCAPE ARCHITECT:

GARY R. WEBER ASSOCIATES, INC 402 W. LIBERTY DRIVE WHEATON, ILLINOIS 60187



CIVIL ENGINEER:

JACOB & HEFNER ASSOCIATES
1333 BUTTERFIELD ROAD, SUITE 300
DOWNERS GROVE, ILLINOIS 60515

OAK CREEK PARKWAY —SUBJECT PROPERTY FREEMAN ROAD

LOCATION MAP

SCALE: 1"= 500'

INDEX OF SHEETS

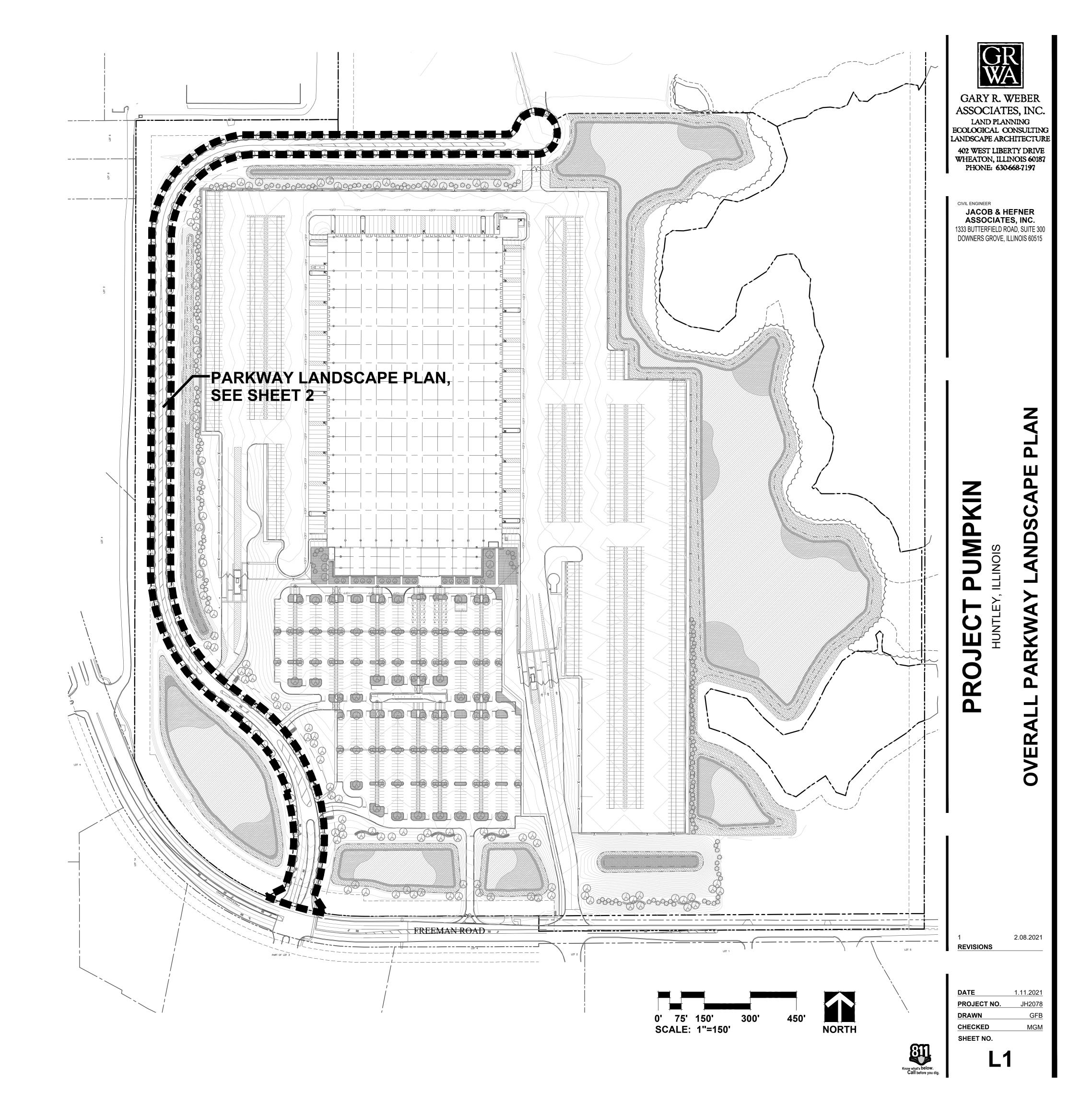
SHEET NO.	DESCRIPTION
PL0	COVER SHEET
PL1	OVERALL PARKWAY LANDSCAPE PLAN
PL2	PARKWAY LANDSCAPE PLAN
PL3	LANDSCAPE SPECIFICATIONS

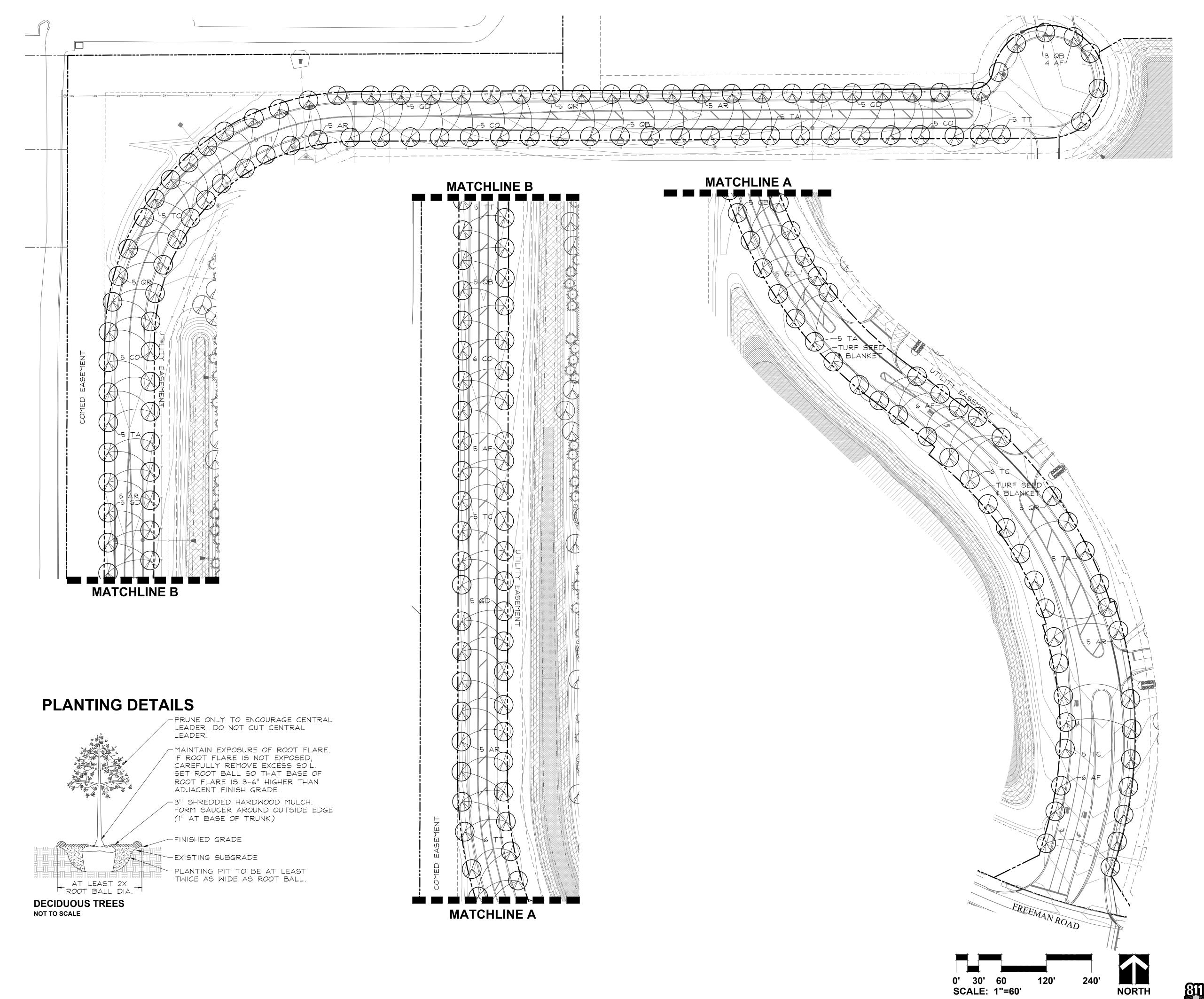
GENERAL LANDSCAPE NOTES

- Contractor shall verify underground utility lines and is responsible for any damage.
- 2. Contractor shall verify all existing conditions in the field prior to construction and shall notify landscape architect of any variance.
- 3. Material quantities shown are for contractors convenience only. The Contractor must verify all material and supply sufficient materials to complete the job per plan.
- 4. 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.
- 5. Work shall conform to American Standard for Nursery Stock, State of Illinois Horticultural Standards, and Local Municipal requirements.
- 6. 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.
- 7. See General Conditions and Specifications for landscape work for additional requirements.

PLANT LIST

PLANI		ANI	LIST		
	Key	Qty	Botanical/Common Name	Size	Remarks
			SHADE TREES		
	AF	21	Acer x freemanii 'Marmo' MARMO FREEMAN MAPLE	3" Cal.	
	AR	25	Acer rubrum 'Franksred' RED SUNSET RED MAPLE	3" Cal.	
	co	21	Celtis occidentalis COMMON HACKBERRY	3" Cal.	
	GD	25	Gymnocladus dioicus 'Espresso-JFS' ESPRESSO KENTUCKY COFFEETREE	3" Cal.	Podless Variety
	QB	20	Quercus bicolor SWAMP WHITE OAK	3" Cal.	
	QR	15	Quercus rubra RED OAK	3" Cal.	
	TA	20	Tilia americana 'Redmond' REDMOND AMERICAN LINDEN	3" Cal.	
	ТС	21	Tilia cordata 'Greenspire' GREENSPIRE LITTLELEAF LINDEN	3" Cal.	
	TT	21	Tilia tomentosa 'Sterling' STERLING SILVER LINDEN	3" Cal.	
			MISC. MATERIALS		
		47	SHREDDED HARDWOOD MULCH	C.Y.	
		2.23	TURF SEED # EROSION CONTROL BLANKET	AC.	







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2.08.2021 REVISIONS

DATE 1.11.2021 PROJECT NO. JH2078 GFB CHECKED MGM SHEET NO.



LANDSCAPE WORK PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

The work shall consist of furnishing, transporting and installing all seeds, plants and other materials required for:

- 1. The establishment of trees, shrubs, perennial, annual and lawn areas as shown on Landscape Plan;
- 2. The provision of post-planting management as specified herein;
- 3. Any remedial operations necessary in conformance with the plans as
- specified in this document; 4. Permits which may be required.

1.2 QUALITY ASSURANCE

- A. Work shall conform to State of Illinois Horticultural Standards and local municipal requirements.
- B. Quality Control Procedures:
- 1. Ship landscape materials with certificates of inspection as required by governmental authorities. Comply with governing regulations applicable to landscape materials.
- 2. Do not make substitutions. If specified landscape material is not obtainable, submit to Landscape Architect proof of non-availability and proposal for use of equivalent material.
- 3. Analysis and Standards: Package standard products with manufacturer's certified analysis.

1.3 SUBMITTALS

A. Plantina Schedule

Submit three (3) copies of the proposed planting schedule showing dates for each type of planting

B. Maintenance Instruction – Landscape Work

Submit two (2) copies of typewritten instructions recommending procedures to be established by the Owner for the maintenance of landscape work for one full year. Submit prior to expiration of required maintenance periods.

Instructions shall include: watering, fertilizing, spraying, mulching and pruning for plant material and trimming groundcover. Instructions for watering, fertilizing and mowing grass areas shall be provided ten (10) days prior to request for inspection for final acceptance. Landscape Architect shall receive copies of all instructions when issued.

- C. Submit two (2) copies of soil test of existing topsoil with recommendations for soil additive requirement to Landscape Architect for review and written
- D. Submit two (2) samples of shredded hardwood bark mulch, erosion control blankets, and all other products and materials as specified on plans to Landscape Architect for review and written approval.
- E. Nursery packing lists indicating the species and quantities of material installed must be provided to the Owner and/or City upon request.

1.4 JOB CONDITIONS

- A. Examine and evaluate grades, soils and water levels. Observe the conditions under which work is to be performed and notify Landscape Architect of unsatisfactory conditions. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.
- B. Utilities: Review underground utility location maps and plans; notify local utility location service; demonstrate an awareness of utility locations; and certify acceptance of liability for the protection of utilities during course of work. Contractor shall be responsible for any damage to utilities or property.
- C. Excavation: When conditions detrimental to plant growth are encountered such as rubble fill, adverse drainage conditions or obstructions, notify Landscape Architect before planting.

1.5 GUARANTEES

- A. Guarantee seeded and sodded areas through the specified maintenance period and until final acceptance.
- B. Guarantee trees, shrubs, groundcover and perennials for a period of one year after date of acceptance against defects including death and unsatisfactory arowth, except for defects resulting from neglect by Owner, abuse or damage by others or unusual phenomena or incidents which are beyond Landscape Installer's control.
- C. Native Planting Area Performance Criteria

1st Full Growing Season: 90% of cover crop shall be established. There shall be no bare areas greater than two (2) square feet in seeded areas. At least 25% of vegetation coverage shall be native, non-invasive species. At least 50% of the emergent species, if planted as plugs shall be alive and apparent.

2nd Full Growing Season: All areas with the exception of emergent zones shall exhibit full vegetative cover. At least 50% of the vegetation coverage shall be native, non-invasive species.

3rd Full Growing Season: At least 75% of vegetation coverage shall be native. non-invasive species. Non-native species shall constitute no more than 25% relative aerial coverage of the planted area. Non-native/ Invasive species for this project shall include but are not limited to the following: Ambrosia artemisiifolia \$ trifida (Common \$ Giant Ragweed), Cirsium arvense (Canada Thistle), Dipsacus laciniatus (Cut-leaved Teasel), Dipsacus sylvestris (Common Teasel), Lythrum salicaria (Purple Loosestrife), Melilotus sp. (Sweet Clover), Phalaris arundinacea (Reed Canary Grass), Phragmides australis (Giant Reed), Polygonum cuspidatum (Fallopia japonica) (Japanese Knotweed), Rhamnus cathardica & frangula (Common & Glossy Buckthorn), Typha sp. (Broadleaf, Narrowleaf, and Hybrid Cattail).

LANDSCAPE WORK PART 2 - PLANT MATERIALS

2.1 LAWN SOD

Provide strongly rooted sod, not less than two (2) years old and free of weeds and undesirable native grasses. Provide only sod capable of growth and development when planted (viable, not dormant) and in strips not more than 18" wide x 4' long. Provide sod composed of a 5-way blend of Kentucky Bluegrass such as: Midnight, Allure, Viva, Washington, Liberty.

2.2 LAWN SEED MIXTURE

Grass Seed: Provide fresh, clean, new crop seed complying with the tolerance for purity and germination established by the Official Seed Analysts of North America. Provide seed of the grass species, proportions and maximum percentage of weed seed, as specified.

- A. Lawn Seed Mixture 5 lbs./1,000 sq. ft.
- 50% Kentucky Bluegrass 98/85 15% Cutter Perennial Ryegrass
- 10% Spartan Hard Fescue 10% Edge Perennial Ryegrass
- 10% Express Perennial Ryegrass
- 5% Pennlawn Creeping Red Fescue
- B. Temporary Lawn Seed Mixture 5 lbs./1,000 sa.ft. 40% Kentucky Bluegrass 98/85
- 40% Perennial Ryearass 20% Annual Ryegrass

2.3 NATIVE PLANTING MIXTURES

Provide fresh, clean, new crop of the species and proportions as specified. Native seed and live plant material shall be obtained from a reputable supplier (approved by Landscape Architect) that has collected from sources east of the Mississippi River within the same EPA Level III Ecoregion as the project site (Central Corn Belt Plains). Any material sourced from outside this ecoregion must be approved by the Landscape Architect prior to installation.

It is the sole responsibility of the Native Landscape Contractor to provide approved seed that meets industry-standard PLS requirements.

2.4 GROUNDCOVERS, PERENNIALS AND ANNUALS

Provide plants established and well-rooted in removable containers or integral peat pots and with not less than the minimum number and length of runners required by ANSI Z60.1 for the pot size shown or listed.

2.5 TREES AND SHRUBS

- A. Name and Variety: Provide nursery grown plant material true to name and
- B. Quality: Provide trees, shrubs and other plants complying with the recommendations and requirements of ANSI Z60.1 "Standard for Nursery Stock" and as further specified.
- C. Deciduous Trees: Provide trees of height and caliper listed or shown and with branching configuration recommended by ANSI Z60.1 for type and species required. Provide single stem trees except where special forms are shown or listed. Provide balled and burlapped (B\$B) deciduous trees.
- D. Deciduous Shrubs: Provide shrubs of the height shown or listed and with not less than the minimum number of canes required by ANSI Z60.1 for the type and height of shrub required. Provide balled and burlapped (B\$B) deciduous shrubs.
- E. Coniferous Evergreen: Provide evergreens of the sizes shown or listed. Dimensions indicate minimum spread for spreading and semi-spreading type evergreens and height for other types. Provide quality evergreens with well-balanced form complying with requirements for other size relationships to the primary dimension shown. Provide balled and burlapped (B\$B) evergreen trees and containerized shrubs.
- F. Inspection: All plants shall be subject to inspection and review at the place of arouth or upon delivery and conformity to specification requirements as to quality, right of inspection and rejection upon delivery at the site or during the progress of the work for size and condition of balls or roots, diseases, insects and latent defects or injuries. Rejected plants shall be removed immediately from the site.

2.6 PLANTING SOIL MIXTURE

Provide planting soil mixture consisting of clean uncompacted topsoil (stockpiled at site) for all planting pits, perennial, annual and groundcover areas. Topsoil shall be conditioned based on any recommendations resulting from the soil test in 1.3.C.

2.7 EROSION CONTROL

- A. Lawn Seed Areas Erosion Control Blanket: North American Green DS75, or equivalent approved equal.
- B. Native Areas Erosion Control Blanket: North American Green S150, or equivalent approved equal.
- C. Shoreline and Sloped Berm Areas Erosion Control Blanket: North American Green SC150, or approved equal. To be installed per manufacturer's recommendations.

2.8 MULCH

Provide mulch consisting of shredded hardwood. Provide sample to Landscape Architect for approval prior to ordering materials

LANDSCAPE WORK PART 3 - EXECUTION

3.1 PLANTING SCHEDULE

At least thirty (30) days prior to the beginning of work in each area, submit a planting schedule for approval by the Landscape Architect.

3.2 PLANTINGS

- A. Sodding New Lawns
 - 1. Remove existing grass, vegetation and turf. Dispose of such material legally off-site, do not turn over into soil being prepared for lawns.
 - 2. Till to a depth of not less than 6"; apply soil amendments as needed; remove high areas and fill in depressions; till soil to a homogenous mixture of fine texture, remove lumps, clods, stones over 1" diameter, roots and other extraneous matter. Dispose of such material legally off-site
- 3. Sodded areas shall receive an application of commercial fertilizer at the rate of 10 lbs. per 1,000 sq. ft. and shall have an analysis of 16-8-8.
- 4. Lay sod within 24 hours from time of stripping.
- 5. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod strips; do not overlap. Stagger strips to offset joints in adjacent courses. Work from boards to avoid damage to subgrade or sod. Tamp or roll lightly to ensure contact with subgrade. Work sifted soil into minor cracks between pieces of sod; remove excess to avoid smothering of adjacent grass.
- 6. Water sod thoroughly with a fine spray immediately after planting.

B. Seeding New Lawns

- 1. Remove existing grass, vegetation and turf. Dispose of such material legally off-site. Do not turn over into soil being prepared for lawns.
- 2. Till to a depth of not less than 6"; apply soil amendments; remove high areas and fill in depressions; till soil to a homogenous mixture of fine texture, remove lumps, clods, stones over 1" diameter, roots and other extraneous matter. Dispose of such material legally off-site.
- 3. Seeded lawn areas shall receive an application of commercial fertilizer at the rate of 5 lbs. per 1,000 sq. ft. and shall be 6-24-24. Fertilizer shall be uniformly spread and mixed into the soil to a depth of 1" inches.
- 4. Do not use wet seed or seed which is moldy or otherwise damaged in transit or storage.
- 5. Sow seed using a spreader or seeding machine. Do not seed when wind velocity exceeds five (5) miles per hour. Distribute seed evenly over entire area by sowing equal quantity in two directions at right angles to each other.
- 6. Sow not less than specified rate.
- 7. Rake lawn seed lightly into top 1" of soil, roll lightly and water with a
- 8. After the seeding operation is completed, spray a wood fiber mulch (Conweb 2000 with tacifier or approved equal) over the entire grassed area at the rate of 2,000 lbs. per acre. Use a mechanical spray unit to insure uniform coverage. Exercise care to protect buildings, automobiles and people during the application of the mulch.

- 1. The period for planting prairie seed shall be from April 1 to June 15 or September 15 to just before the first frost. Seeding outside of these timeframes must be approved by the landscape architect.
- 2. The General Contractor and Native Landscape Contractor shall be responsible for performing all work necessary to achieve and maintain an acceptable seedbed prior to seeding. All areas must be properly prepared before seeding begins. Equipment having low unit pressure ground contact shall be utilized within the planting areas.
- 3. If present, compacted soils shall be disked or raked prior to seeding. Remedial measures for the access area may, at the direction of the Wetland Consultant, involve ripping from 12 to 18 inches of the soil horizon prior to diskina.
- 4. Prior to seeding, planting areas shall have at least twelve inches of clean un-compacted topsoil. Clumps, clods, stones over 2" diameter, roots and other extraneous matter shall be removed and disposed of legally off-site.
- 5. Granular mycorrhizal innoculants shall be installed with the seed mix at a rate of 401bs/ acre. Inoculant can be banded under seed, worked into seed or added into spray tanks. Native areas shall not receive fertilizer.
- 6. Contractor shall be solely responsible for the proper handling and storage of the seed according to the best seed handling and storage practices, including fungicide treatments and stratification considerations. Owner shall make no compensation for damage to the seed because of improper storage, cleaning, threshing, or screening operations.
- 7. Except where site conditions preclude their use, seeding shall be performed using a Truax drill, Truax Trillion seeder, or comparable equipment designed specifically for installation of native seed. For areas where site conditions preclude the use of specialized equipment, seed may be installed through hand broadcasting and followed by light raking. Hand broadcast seed shall be spread at twice the specified rate. Other methods of seed installation may be used with prior approval from the Landscape Architect.
- 8. Prior to starting work, all seeding equipment shall be calibrated and adjusted to sow seeds at the proper seeding rate. In general, the optimum seeding depth is 0.25 inch below the soil surface. Areas where the seed has not been incorporated into the soil to the proper depths will not be accepted, and no compensation for materials or labor for the rejected work will be made by the Owner.
- 9. Seeding and soil tracking/firming shall not be done during periods of rain, severe drought, high winds, excessive moisture, frozen ground, or other conditions that preclude satisfactory results
- 10. Wet mesic and emergent areas shall be planted, and seed allowed to germinate (if possible), prior to flooding with significant amounts of water. Any areas of significant permanent water located within the planting area will receive live plugs in lieu of seed.
- 11. After the seeding operation is completed, install erosion control blanket per manufacturer's specifications.
- 12. Emergent plugs shall be planted in natural groupings within designed areas containing saturated soils or shallow inundation. Plants within groupings shall be planted at 2 foot centers.
- 13. Emergent plugs shall not be planted less than the specified rate and shall be protected with goose exclosures surrounding all natural groupings of

F Groundcover and Perennial Beds

Groundcover, perennials, and annuals shall be planted in continuous beds of planting soil mixture a minimum of 8" deep. Install per spacing indicated on

F. Trees and Shrubs

- 1. Set balled and burlapped (B\$B) stock plumb and in center of pit or trench with top of ball at an elevation that will keep the root flare exposed upon backfill and mulching. Remove burlap from top and sides of balls; retain on bottoms. When set, place additional topsoil backfill around base and sides of ball and work each layer to settle backfill and eliminate voids and air pockets. When excavation is approximately 2/3 full, water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing final layer of backfill.
- 2. Dish top of backfill to allow for mulching. Provide additional backfill berm around edge of excavations to form shallow saucer to collect water.
- 3. Mulch pits, trenches and planted areas. Provide not less than 2" thickness of mulch and work into top of backfill and finish level with adjacent finish arades. Maintain exposed root flare at all times.
- 4. Prune only injured or dead branches from flowering trees, if any. Protect central leader of tree during shipping and pruning operations. Prune shrubs to retain natural character in accordance with standard horticultural practices.
- 5. Remove and replace excessively pruned or ill-formed stock resulting from
- 6. The Contractor shall be wholly responsible for assuring that all trees are planted in a vertical and plumb position and remain so throughout the life of this contract and guarantee period. Trees may or may not be staked and guyed depending upon the individual preference of the Contractor; however, any bracing procedure(s) must be approved by the Owner prior to its installation.

3.3 INITIAL MAINTENANCE

- A. Begin maintenance immediately after planting, continuing until final acceptance. A minimum of thirty (30) days.
- B. Maintain planted and seeded areas by watering, rolling/regrading, replanting and implementing erosion control as required to establish vegetation free of eroded or bare areas.
- C. Compensatory Storage and Native Planting areas are to be mowed only once per spring during the initial three year establishment period.
- 3.4 NATIVE LANDSCAPED AREAS CONTINUED MONITORING # MAINTENANCE

A. Monitoring

The Owner shall notify the County upon completion of plantings. The Owner's Environmental Specialist shall inspect the plantings and provide the County with a copy of the planting locations, species, and quantities for verification by the County.

The Owner's Environmental Specialist shall inspect the plantings at least twice per year during the three-year term of the Establishment and Maintenance Cash Bond or Letter of Credit, to determine compliance with the minimum annual performance criteria (See 1.5C Guarantees). A monitoring report will be provided to the County by January 31st following each growing season.

B. Maintenance:

First Season

With the exception of the emergent area, native seeding areas should be mowed to a height of 6" to control annual nonnative and invasive species early in the growing season. Mowing, including weed whipping, should be conducted during prior to weed seed production. Mowing height and timing may need to be adjusted per target species. Small quantities of undesirable plant species, shall be controlled by hand pulling prior to the development and maturity of the plant. Hand removal shall include the removal of all above-ground and below-ground stems, roots and flower masses prior to development of seeds. Herbicide should be applied as necessary by a trained and licensed operator that is competent in the identification of native and nonnative herbaceous plants. Debris and litter shall be removed from the native areas and storm structures shall be inspected and maintained as necessary.

Control of undesirable plant species during the second growing season shall consist primarily of precise herbicide application. Mowing and weed whipping shall be conducted as needed during the early growing season and as needed to a height of 6 to 8 inches to prevent annual weeds from producing seed. Debris and litter shall be removed from the native areas and storm structures shall be inspected and maintained as necessary.

Third Season

Seasonal mowing and herbicide will continue as above but should be reduced over time. Debris and litter shall be removed from the native areas and storm structures shall be inspected and maintained as necessary. At the completion of the third growing season (dependent on fuel availability; dominance of graminoid species; and favorable weather conditions), fire may be introduced to the planted areas as the primary management tool.

State and local permits shall be required prior to controlled burning. Burning shall be conducted by trained professionals experienced in managina smoke in urban environments.. Prior to a controlled burn, surrounding property owners as well as local fire and police departments shall be notified. A burn plan detailing preferred wind direction and speed, location of fire breaks, and necessary personnel and equipment shall be prepared and utilized in planning and burn implementation.

The initial burn shall be dependent on fuel availability which is directly related to the quantity and quality of grasses contained within the plant matrix. Timing of the burn shall be determined based on results of the annual monitoring indicating species composition of the management area and other analysis of management goals. Generally, burns shall be scheduled from spring to fall on a rotational basis. Burn frequency shall also be dependent on the species composition within the management area. Generally, a new prairie restoration area shall be burned annually for two years after the second or third growing season after planting and then every 2-3 years thereafter, burning 50-75% of the area.

C. Long Term Wetland and Prairie Management/Maintenance

A final compliance report and Long-Term Operation and Maintenance Plan

be submitted by the Developer/Owner's Environmental Specialist no less than days prior to the expiration of any landscape Cash Bond or Letter of Credit posted for the native areas. Final acceptance and release shall be determined by the County or Municipality upon inspection of the site to verify compliance.

The Long -Term Operation and Maintenance Plan shall be written to include guidelines and schedules for burning, mowing, application of herbicide, debris/litter removal and inspection schedule for storm structures and sediment removal.

35 CLEAN UP AND PROTECTION

- A. During landscape work, store materials and equipment where directed. Keep pavements clean and work areas and adjoining areas in an orderly condition.
- B. Protect landscape work and materials from damage due to landscape operations, operations by other trades and trespassers. Maintain protection during installation and maintenance periods. Treat, repair or replace damaged landscape work as directed by Landscape Architect.

3.6 INSPECTION AND ACCEPTANCE

- A. The Landscape Architect reserves the right to inspect seeds, plants, trees and shrubs either at place of growth or at site before planting for compliance with requirements for name, variety, size, quantity, quality and mix proportion.
- B. Supply written affidavit certifying composition of seed mixtures and integrity of plant materials with respect to species, variety and source.
- C. Notify the Landscape Architect within five (5) days after completing initial and/or supplemental plantings in each area.
- D. When the landscape work is completed, including maintenance, the Landscape Architect will, upon request, make a final inspection to determine acceptability. After final acceptance, the Owner will be responsible for maintenance.

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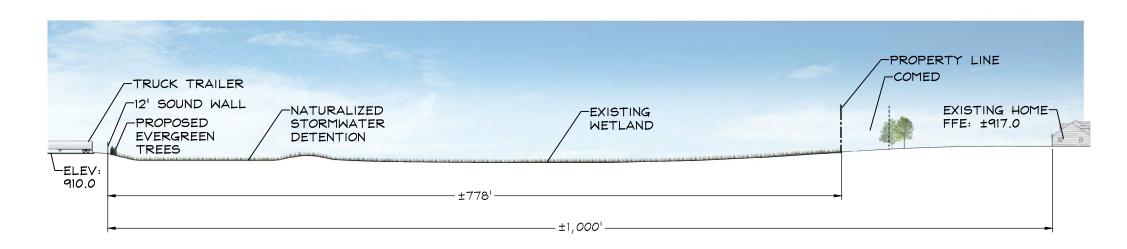
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2.08.2021 **REVISIONS**

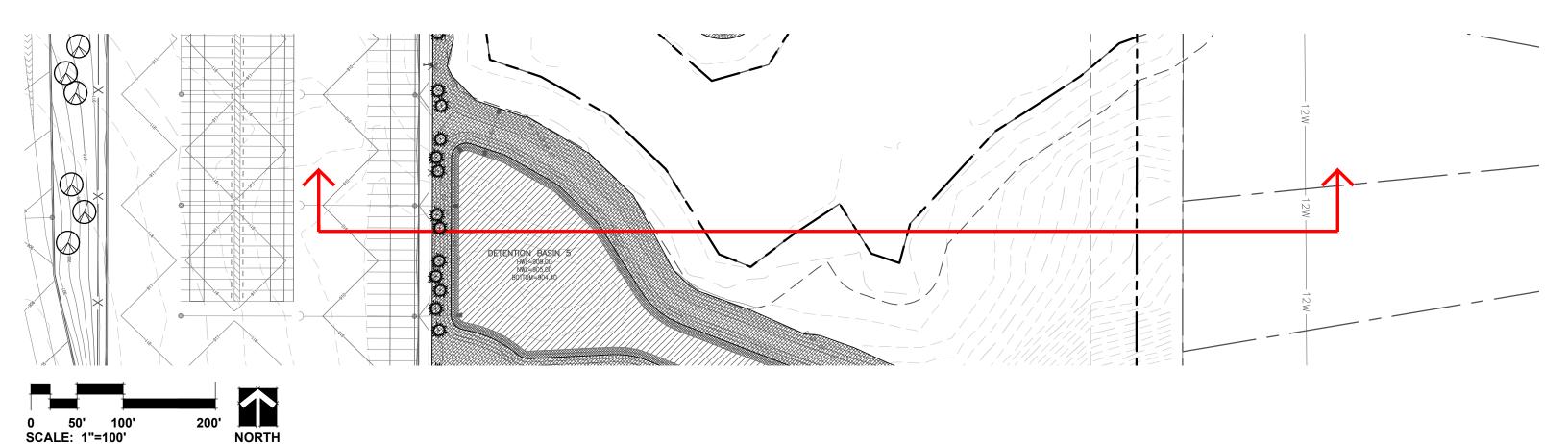
1.11.2021 DATE PROJECT NO. JH2078 DRAWN GFB CHECKED MGM

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C. Seeding Native Areas

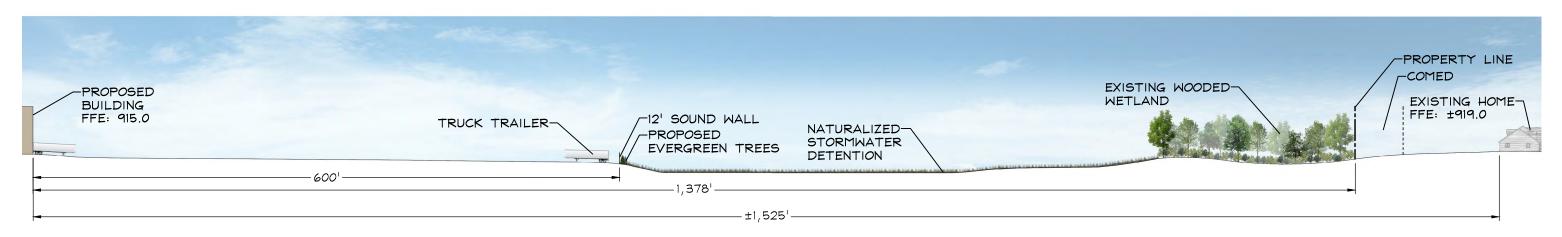


SECTION A SCALE: 1"=100'

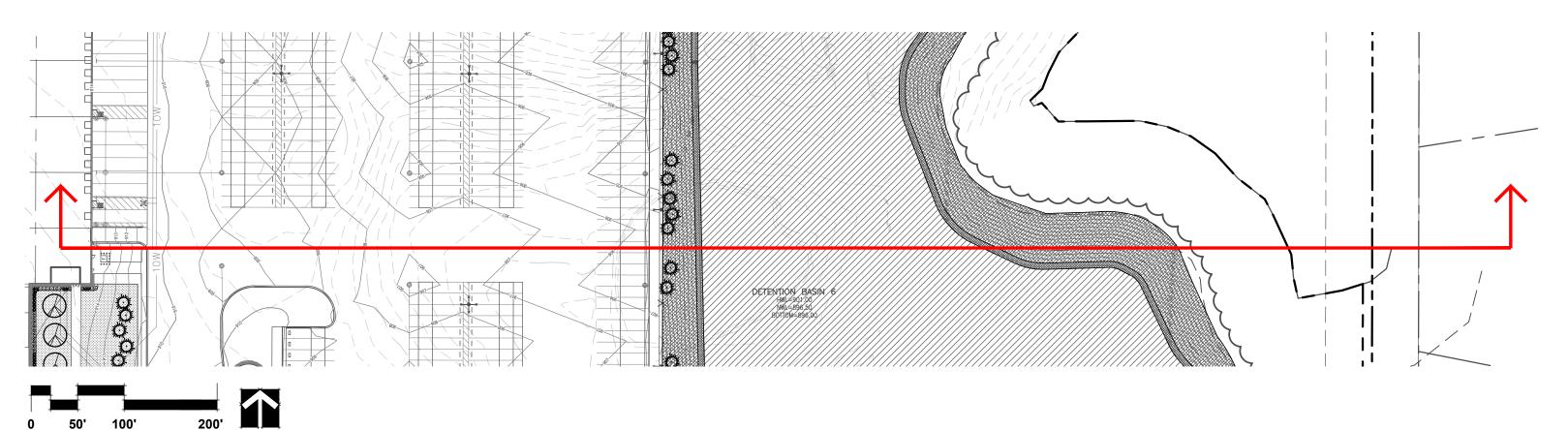








SECTION B SCALE: 1"=100'



NORTH

SCALE: 1"=100'

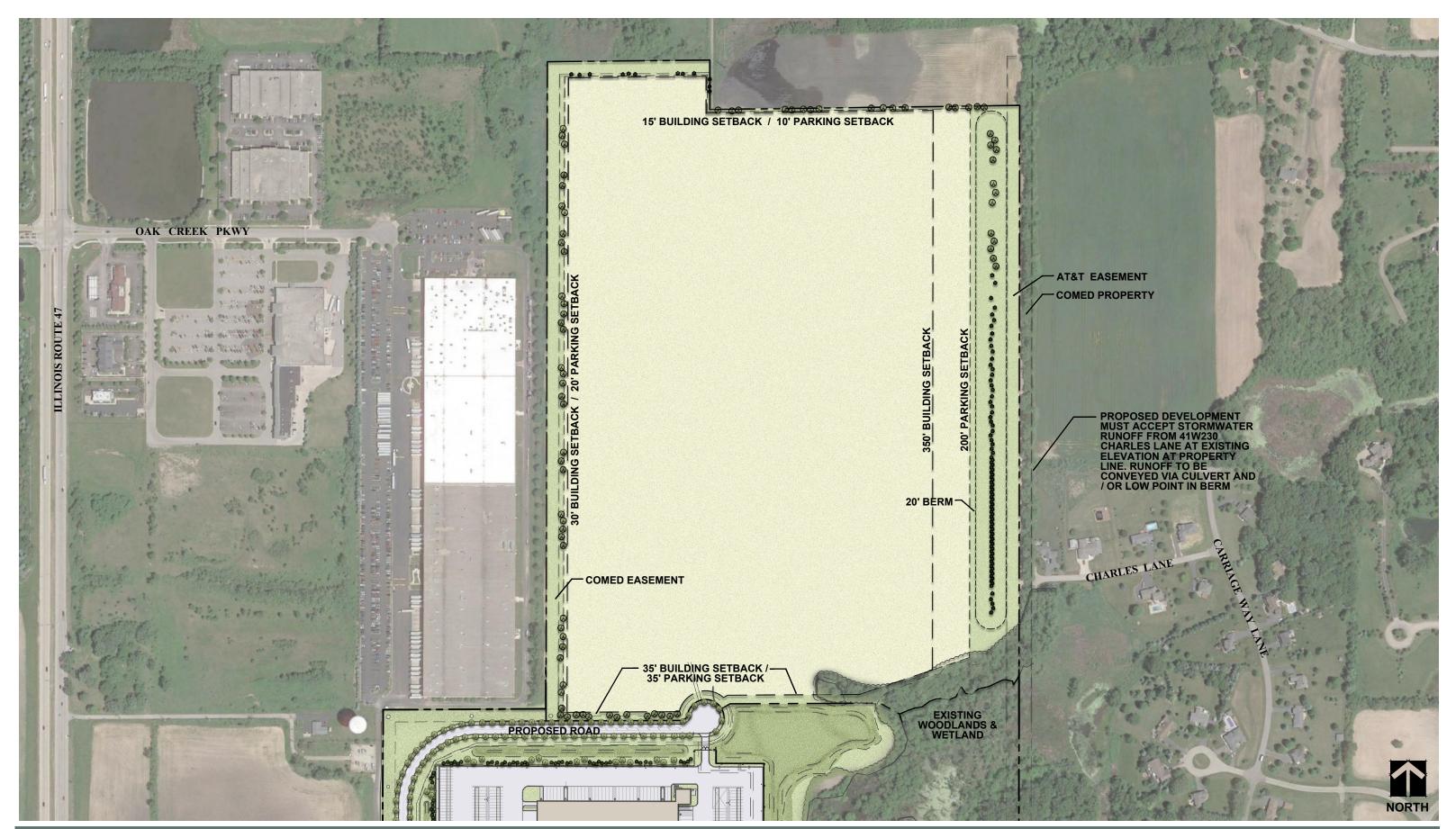






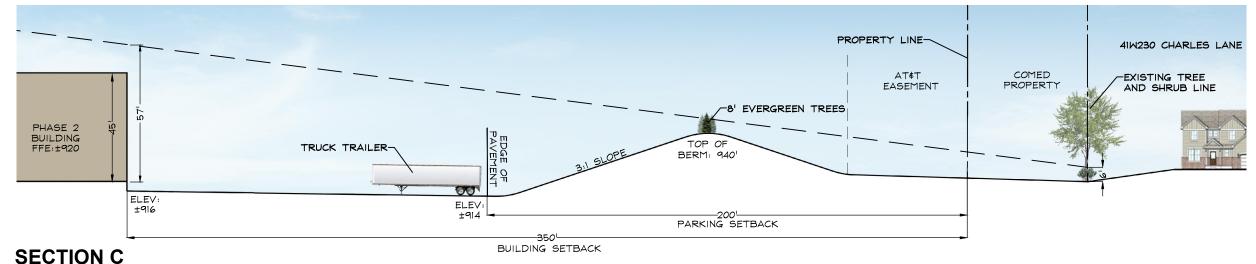




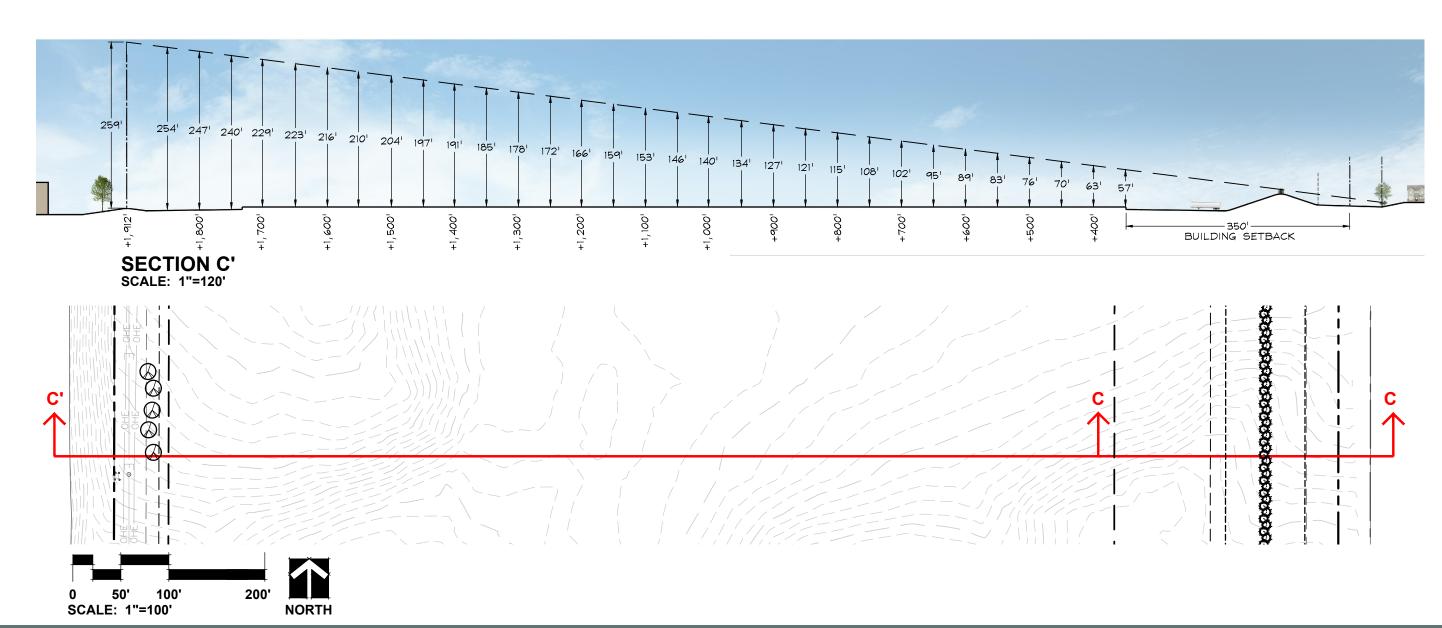








SECTION C SCALE: 1"=40'

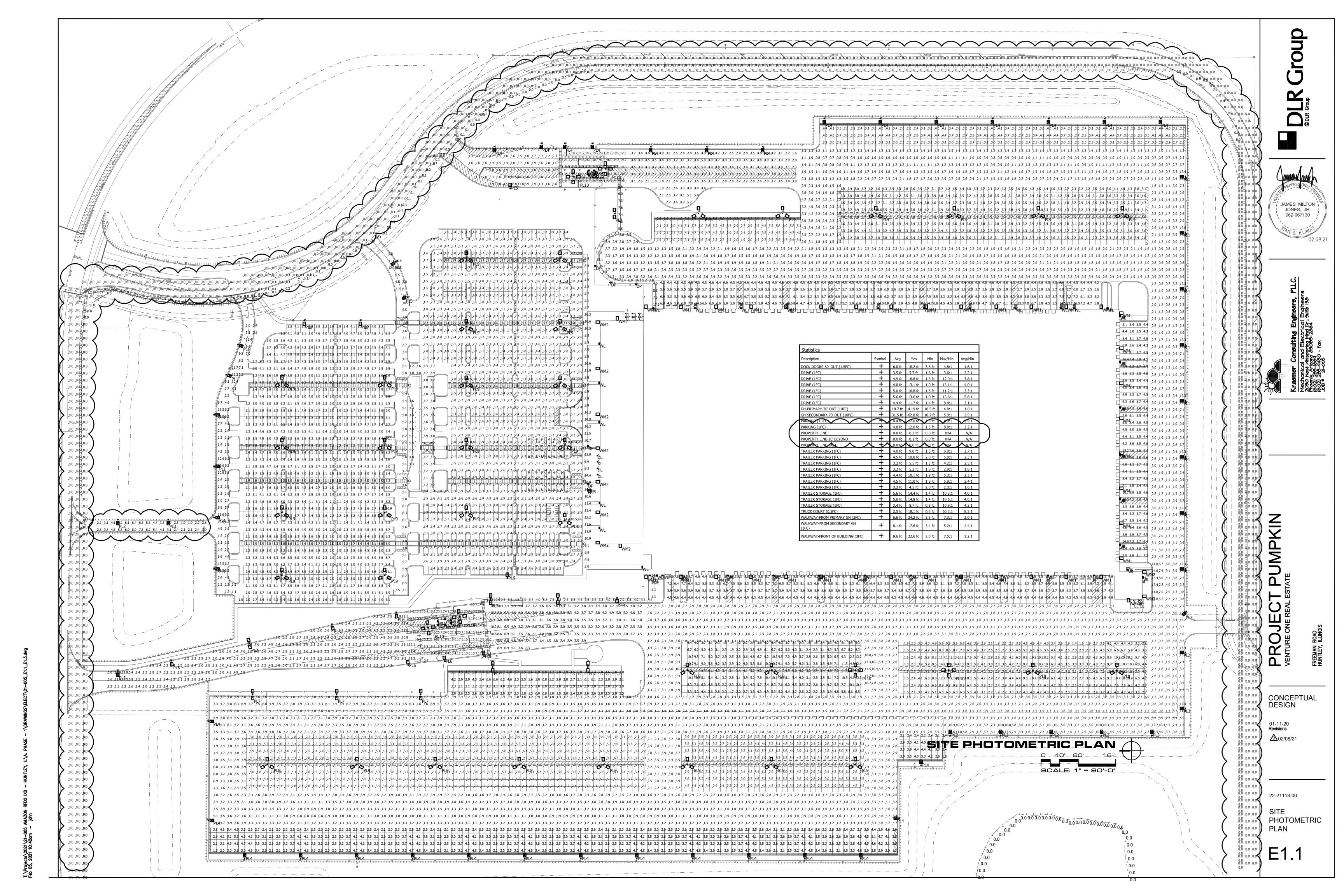


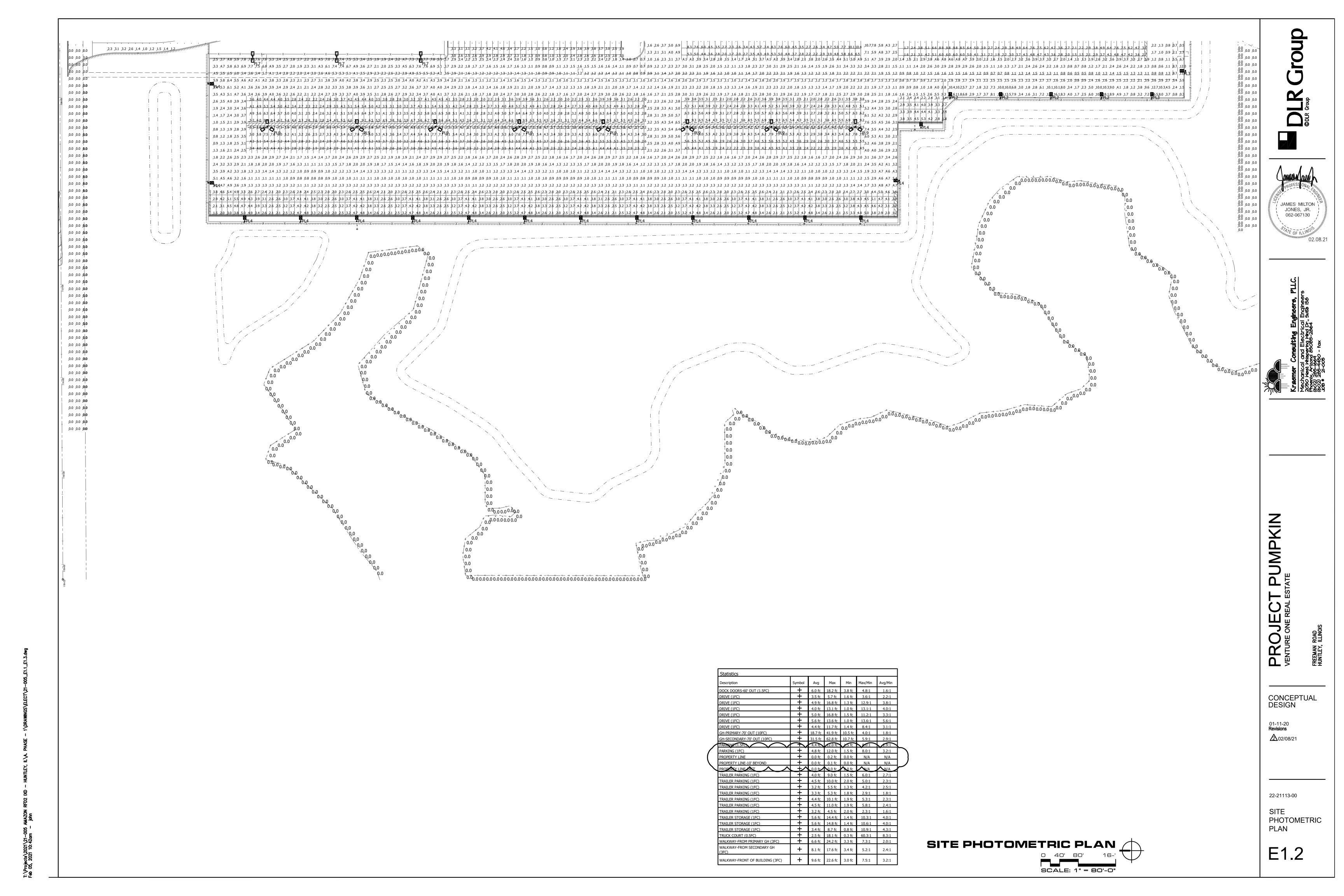


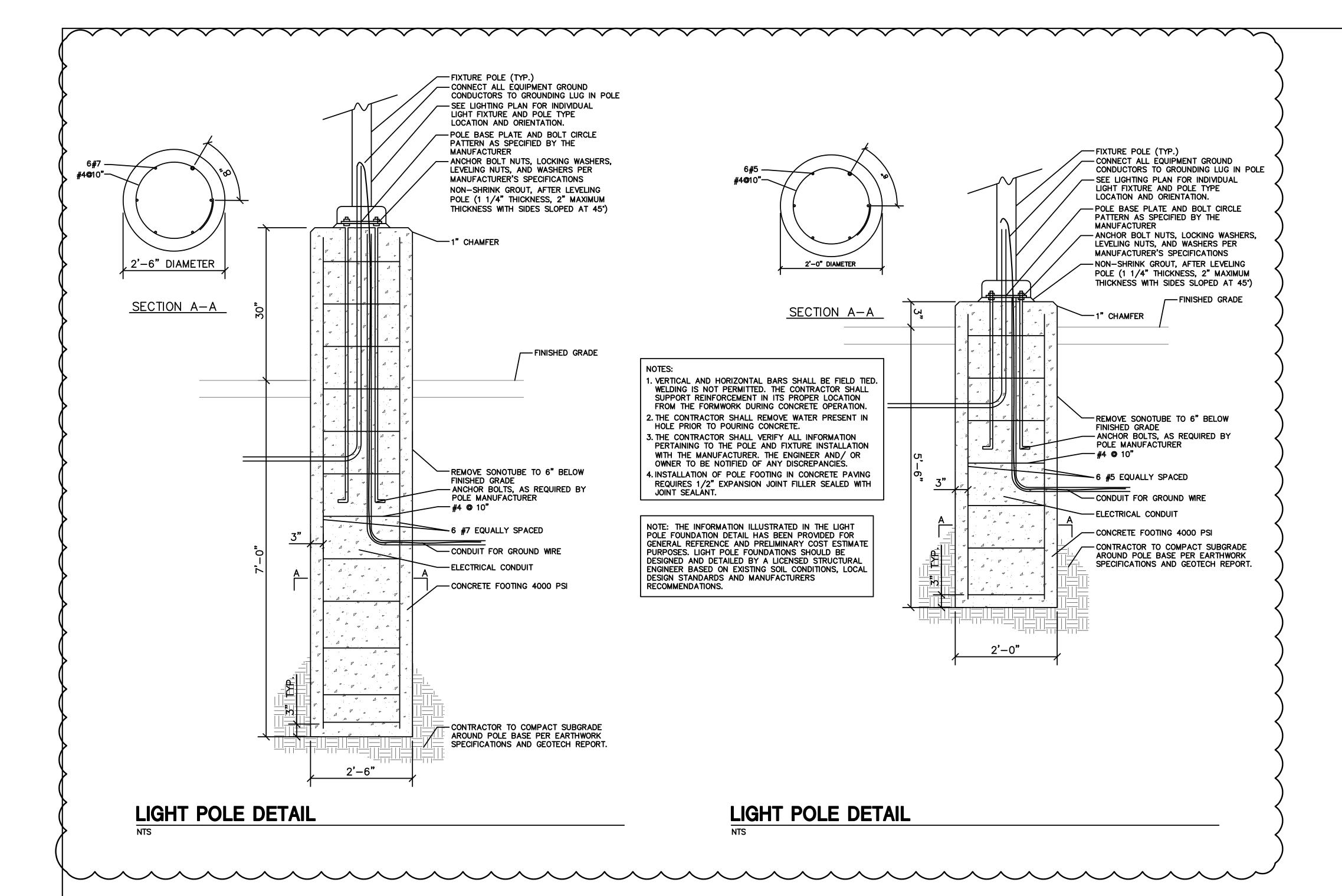






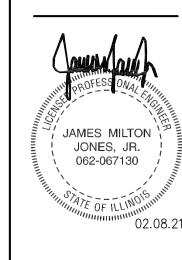






Symbol	Label	Image	QTY	Manufacturer	Catalog Number	Description	Lumens per Lamp	LLF	Wattage	Distribu ion
	WL	. JPLINNON_STTE LIGHTING_images lamp	39	LITHONIA	WST LED P3 30K VF 277V	WALL LIGHT AT 12' AFF, WITH INTEGRAL PHOTOCELL, CONNECTED TO GENERATOR	6165	0.85	50	TYPE III VERY SHORT, BUG RATING B1 - U0 G1
	WLG	. yearical_stre.Libriting_inapazimp	14	LITHONIA	WST LED P3 30K VF 120V EM	WALL LIGHT AT 10' AFF, WITH INTEGRAL PHOTOCELL AND 90 MINUTE EM BATTERY	6165	0.85	50	TYPE III VERY SHORT, BUG RATING B1 - U0 G1
0	DL	. VPUMPKIN, STTE LIGHTING, ImageSlamp	4	LITHONIA	LDN6 40/05 LO6WR	RECESSED DOWNLIGHT	484	0.85	5.83	DIRECT SC- 0=1.02, SC- 90=1.03
0	DP	, PORNOS, STELLOCTOR, Josephine	5	LITHONIA	MRP LED 42C 700 30K SR2 MVOLT	POST TOP LIGHT ON 8' POLE AND FLUSH-WITH-GRADE POLE BASE	6629	0.85	100	TYPE III SHORT, BUG RATING B1 - U2 G1
	CL		10	WHITEWAY		SURFACE MOUNTED CANOPY LIGHT	9938	0.85	66.3	
0	FPL		3	HYDREL	M9700C LED P3 30K NSP FLC LSF	IN-GRADE FLOOD LIGHT FOR FLAG POLE	5018	0.85	47.2	5 X 4
	WM1	. VPLOHPICID_STTE LIGHTING_ImageStrep	36	Lithonia Lighting	DSX2 LED P8 30K TFTM MVOLT	WALL LIGHT AT 30'	45655	0.85	431	TYPE IV SHORT, BUG RATING B4 - U0 G5
	WM2	. YAPIKBIL STE LIGHTBIG, Imagedanp	12	Lithonia Lighting	DSX2 LED P6 30K TFTM MVOLT	WALL LIGHT AT 17'	37861	0.85	343	TYPE IN SHORT, BUG RATING B3 - U0 G5
	PL1	. SPANISH_STE LIGHTINE_Image2 Imp	14	Lithonia Lighting	DSX2 LED P2 30K BLC MVOLT	POLE LIGHT ON 12' POLE AND 36" BASE WITH HOUSE SIDE SHIELD	18306	0.85	185	TYPE II SHORT, BUG RATING B2 - U0 G3
	PL2	, PORNOS, STIT LIGHTING, Josephine	5	Lithonia Lighting	DSX2 LED P5 30K T3M MVOLT HS	POLE LIGHT ON 12' POLE AND 36" BASE WITH HOUSE SIDE SHIELD	27729	0.85	321	TYPE II SHORT, BUG RATING B3 - U0 G4
	PL3	.VARPER_STE LIGHTER_inapplinp	6	Lithonia Lighting	DSX2 LED P5 30K TFTM MVOLT HS	POLE LIGHT ON 12' POLE AND 36" BASE WITH HOUSE SIDE SHIELD	27504	0.85	321	TYPE II VERY SHORT, BUG RATING B3 - U0 G4
	PL4	, PURNELSTE LIGHTING, progrationp	30	Lithonia Lighting	DSX2 LED P8 30K TFTM MVOLT HS	POLE LIGHT ON 30' POLE AND 36" BASE WITH HOUSE SIDE SHIELD	35646	0.85	431	TYPE III VERY SHORT, BUG RATING B3 - U0 G5
	PL5	.yuAncid_site bi2cTing_respillerp	3	Lithonia Lighting	DSX2 LED P5 30K T3M MVOLT	POLE LIGHT ON 30' POLE AND 36" BASE	34220	0.85	321	TYPE II MEDIUN BUG RATING B4 - U0 G5
	PL6	.yuAntibi_STE U2ATIbi_Jimp(12imp	8	Lithonia Lighting	DSX2 LED P8 50K TFTM MVOLT	POLE LIGHT ON 30' POLE AND 36" BASE	49806	0.85	431	TYPE IN SHORT, BUG RATING B4 - U0 G5
0	PL7	, PURNELSTE LIGHTING, progration	9	Lithonia Lighting	DSX2 LED P8 50K T5M MVOLT	POLE LIGHT ON 30' POLE AND 36" BASE	51710	0.85	862	TYPE VS BUG RATING B5 - U0 G5
0.0	PL8	, IVANIAL STE LIGHTING, Inappi Limp	4	Lithonia Lighting	DSX2 LED P8 50K T5M MVOLT	POLE LIGHT ON 30' POLE AND 36" BASE	51710	0.85	1293	TYPE VS BUG RATING B5 - U0 G5
0.0	PL9	, PURNELSTE LIGHTING, Progritting	32	Lithonia Lighting	DSX2 LED P8 50K T5W MVOLT	POLE LIGHT ON 30' POLE AND 36" BASE	51371	0.85	1293	TYPE VS BUG RATING B5 - U0 G5
	PL10	. VPLMPAZIL_STE LIGHTING, Imageld.http	6	Lithonia Lighting	DSX2 LED P8 50K T5M MVOLT	POLE LIGHT ON 30' POLE AND 36" BASE	51710	0.85	1724	TYPE VS BUG RATING B5 - U0 G5

DLR Group





DECT PUMPKIN E ONE REAL ESTATE

CONCEPTUAL

DESIGN

01-11-20 **Revisions** 02/08/21

22-21113-00 SITE LIGHTING SCHEDULE AND STATISTICS

E1.3

Distribut	TYPE III, VERY SHORT, BUG RATING: B1 - U0 - G1	TYPE III, VERY SHORT, BUG RATING: B1 - U0 - G1	DIRECT, SC- 0=1.02, SC- 90=1.03	TYPE III, SHORT, BUG RATING: B1 - U2 - G1		5 X 4	TYPE IV, SHORT, BUG RATING: B4 - U0 - G5	TYPE IV, SHORT, BUG RATING: B3 - U0 - G5	TYPE III, SHORT, BUG RATING: BZ - U0 - G3	TYPE III, SHORT, BUG RATING: B3 - U0 - G4	TYPE III, VERY SHORT, BUG RATING: B3 - U0 - G4	TYPE III, VERY SHORT, BUG RATING: B3 - U0 - G5	TYPE III, MEDIUM, BUG RATING: B4 - U0 - G5	TYPE IV, SHORT, BUG RATING: B4 - U0 - G5	TYPE VS, BUG RATING: B5 - U0 - G5	TYPE VS, BUG RATING: BS - U0 - G5	TYPE VS, BUG RATING: BS - U0 - GS	TYPE VS, BUG RATING: BS - U0 - GS
Wattage	50	50	5.83	100	66.3	47.2	431	343	185	321	321	431	321	431	862	1293	1293	1724
Ħ	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85
Lumens	6165	6165	484	6629	88666	5018	45655	37861	18306	27729	27504	35646	34220	49806	51710	51710	51371	51710
Description	WALL LIGHT AT 12" AFF, WITH INTEGRAL PHOTOCELL, CONNECTED TO GENERATOR	WALL LIGHT AT 10' AFF, WITH INTEGRAL PHOTOCELL AND 90 MINUTE EM BATTERY	RECESSED DOWNLIGHT	POST TOP LIGHT ON 8° POLE AND FLUSH-WITH-GRADE POLE BASE	SURFACE MOUNTED CANOPY LIGHT	IN-GRADE FLOOD LIGHT FOR FLAG POLE	WALL LIGHT AT 30'	WALL LIGHT AT 17'	POLE LIGHT ON 12" POLE AND 36" BASE WITH HOUSE SIDE SHIELD	POLE LIGHT ON 12" POLE AND 36" BASE WITH HOUSE SIDE SHIELD	POLE LIGHT ON 12" POLE AND 36" BASE WITH HOUSE SIDE SHIELD	POLE LIGHT ON 30' POLE AND 30" BASE WITH HOUSE SIDE SHIELD	POLE LIGHT ON 30' POLE AND 36" BASE	POLE LIGHT ON 30' POLE AND 36" BASE	POLE LIGHT ON 30' POLE AND 36" BASE	POLE LIGHT ON 30' POLE AND 36" BASE	POLE LIGHT ON 30' POLE AND 36" BASE	POLE LIGHT ON 30' POLE AND 36" BASE
Catalog Number	ı.	120V EM	LDN6 40/05 LO6WR	MRP LED 42C 700 30K SR2 MVOLT		M9700C LED P3 30K NSP FLC LSF	DSX2 LED P8 30K TFTM MVOLT	DSX2 LED P6 30K TFTM MVOLT	DSX2 LED P2 30K BLC MVOLT	DSX2 LED P5 30K T3M MVOLT HS	DSX2 LED P5 30K TFTM MVOLT HS	DSX2 LED P8 30K TFTM MVOLT HS	DSX2 LED P5 30K T3M MVOLT	DSX2 LED P8 30K TFTM MVOLT	DSX2 LED P8 30K T5M MVOLT	DSX2 LED P8 30K T5M MVOLT	DSX2 LED P8 30K TSW MVOLT	DSX2 LED P8 30K T5M MVOLT
Manufacturer	LITHONIA	LITHONIA	LITHONIA	LITHONIA	WHITEWAY	HYDREL	Lithonia Lighting	Lithonia Lighting	Lighting Lighting	Lithonia Lighting	Lithonia Lighting	Lithonia Lighting	Lithonia Lighting	Lighting Lighting	Lithonia Lighting	Lithonia Lighting	Lithonia Lighting	Lithonia Lighting
ΔŢ	36	14	4	w	10	3	36	12	14	v	ø	30	m	ω	6	4	32	9
Image								division.	-							100		
Label	WL	WLG	DL	DP	J	FPL	WM1	WM2	PL1	PL2	PL3	PL4	PL5	PL6	PL7	PL8	PL9	PL10
Schedule			0	0		0			⊠•	⊠•	⊠•	⊠•	- -	٠.	 -	- °	°	-8-

STATE OF ILLINOIS

DRAINAGE CERTIFICATION

BY:		DATED:	
	OWNER OR ATTORNEY (SIGN AND PRINT)		
BY:		DATED:	
	ENGINEER (SIGN AND PRINT)		

062-064896 / EXP: NOVEMBER 30, 2021 ENGINEER LICENSE NUMBER AND EXPIRATION



LEGEND

A	BBREVIATION LEGEND	<u>PROPOSED</u>	DESCRIPTION	
ADA	AMERICANS WITH DISABILITIES ACT		STORM SEWER	
B/	BOTTOM OF		WATER MAIN WITH SIZE	
3C	BACK OF CURB ELEVATION		SANITARY SEWER	
:-C	CENTER TO CENTER SPACING		RIGHT-OF-WAY/PROPERTY LINE	
&G	CURB AND GUTTER	 842	CONTOUR	
СВ	CATCH BASIN	805.25	SPOT GRADE	
)EP	DEPRESSED	×	SANITARY MANHOLE	
DIP	DUCTILE IRON PIPE	•	STORM MANHOLE	
)WS	DETECTABLE WARNING STRIP		STORM INLET	
EP	EDGE OF PAVEMENT ELEVATION		STORM CATCH BASIN	
EX	EXISTING	~	FIRE HYDRANT	
FH	FIRE HYDRANT		PRESSURE CONNECTION	
FR	FUTURE			
GR	GRADE RING ELEVATION	□	GATE VALVE W/VAULT LIGHT POLE	
НС	HANDICAPPED	_ - *_	STREET LIGHT W/MAST	
N L	POND HIGH WATER LEVEL	0	UTILITY POLE	
ı	UTILITY INVERT ELEVATION		SILT FENCE	
MH	MANHOLE	XX		
IWL	POND NORMAL WATER LEVEL		OVERFLOW DIRECTION	
PC	PRESSURE CONNECTION		SURFACE/DITCH FLOW DIRECTION	
CC	PORTLAND CEMENT CONCRETE		ROAD SIGN	
PR	PROPOSED		CURB & GUTTER	
VC	POLYVINYL CHLORIDE PIPE	TE	DEPRESSED CURB FOR RAMP/DRIVEWAY	
R	UTILITY STRUCTURE RIM ELEVATION	TF	TOP OF FOUNDATION	
R&R	REMOVE AND REPLACE	GF	GARAGE FLOOR, AT REAR OF GARAGE	
RCP	REINFORCED CONCRETE PIPE	TD	TOP OF CURB, DEPRESSED TOP OF RETAINING WALL	
STM	STORM SEWER	TW		
Τ/	TOP OF	R=	RIM FOR STRUCTURES	
TC	TOP OF CURB ELEVATION	HWL/NWL	HIGH/NORMAL WATER LEVEL	
DC .	TOP OF DEPRESSED CURB ELEVATION	Ī	TRANSFORMER	
TF	TOP OF FOUNDATION ELEVATION	x	FENCE LINE	
w	TOP OF RETAINING WALL ELEVATION		GUARD RAIL	
OP	VITRIFIED CLAY PIPE		FORCE MAIN	
F	VERIFY IN FIELD		UNDERGROUND TELEPHONE	
,	VALVE VAULT		UNDERGROUND ELECTRIC	
/	WITH	——— OHE———	OVERHEAD ELECTRIC	
	WATER MAIN	——— G———	UNDERGROUND GAS LINE	

WARNING



CALL BEFORE YOU DIG

(TWO WORKING DAYS NOTICE REQUIRED PRIOR TO DIGGING)

Municipality: Village of Huntley County: Kane Township: 42N Range: 7E Section: 09



02/08/21 Revised Per Village Review 01/11/21 Original Plan Date Description

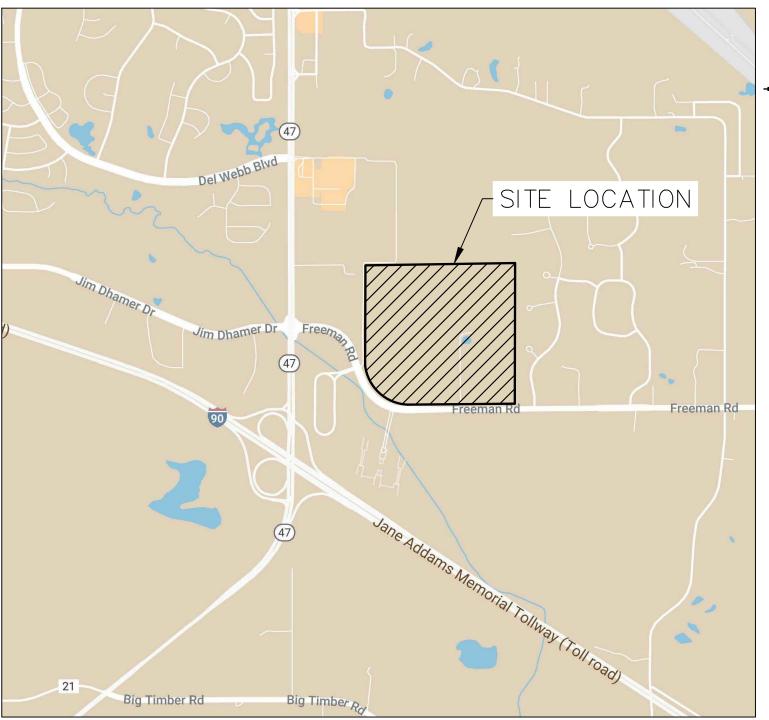
REVISIONS

ENGINEER
MATTHEW J. KRAMER
MKRAMER@JACOBANDHEFNER.COM ILLINOIS REGISTRATION NO. 062-064896 EXPIRES 11/30/2021 ENGINEER ONLY CERTIFIES SHEETS _____C1.0 - C10.2 THESE PLANS OR ANY PART THEREOF SHALL BE CONSIDERED VOID WITHOUT THE ORIGINAL SIGNATURE, IMPRESSED SEAL, EXPIRATION DATE OF SEAL OF THE ENGINEER AND MARKED "FOR CONSTRUCTION".

SITE IMPROVEMENT PLANS

PROJECT PUMPKIN

HUNTLEY, ILLINOIS **VENTURE ONE REAL ESTATE, LLC**



LOCATION MAP

NOT TO SCALE

BENCHMARK & LOCATIONS:

EXISTING CONDITIONS OBTAINED FROM TOPOGRAPHIC SURVEYS PREPARED BY JACOB & HEFNER ASSOCIATES, INC., DATED 12/23/2020

ELEVATIONS ARE TIED TO NAVD 1988.

REFER TO TOPOGRAPHIC SURVEY FOR ANY SITE BENCHMARKS.

REFERENCE BENCHMARK(S):

ELEVATIONS ARE BASED ON THE VILLAGE OF HUNTLEY VERTICAL DATUM (NAVD 1988)

1. STATION NAME: VOH 6-2" BRONZE DISK SET IN THE SOUTH HEADWALL AT THE WEST END OF THE TRIPLE BOX CULVERT UNDER SUN CITY BOULEVARD.

ELEVATION=877.44 2. STATION NAME: VOH 7 - 2" BRONZE DISK SET IN WEST END OF SOUTH HEADWALL OVER CREEK. BETWEEN THE 1st AND 2nd COLUMNS FROM THE WEST, AT THE SW CORNER OF ILL. ROUTE 47 AND FREEMAN ROAD. ELEVATION=894.61

REFER TO TOPOGRAPHIC SURVEY FOR ANY SITE BENCHMARKS.

BM 1 - TOP OF SOUTHERN MOST BOLT AT BASE OF 3rd /ELECTRIC TRANSMISSION POLE EAST OF FACTORY SHOPS BOULEVARD ON THE NORTH SIDE OF FREEMAN ROAD.

ELEVATION=921.20

SITE BENCHMARK(S):

BM 6 - CUT "X" SET IN SOUTHWESTERN BEND OF CONCRETE WALK APPROXIMATELY 66 FEET NORTHEAST OF THE CENTER OF FREEMAN ROAD AND 16 FEET NORTHWEST OF THE BACK OF CURB OF THE ACCESS ROAD TO THE WATER TOWER.

ELEVATION=896.12

BM 8 - SQUARE CUT IN WEST BASE OF 1st LIGHT POLE EAST OF FACTORY SHOPS BOULEVARD AND ON THE NORTH SIDE OF FREEMAN ROAD.

ELEVATION=897.57

BM 9 - SQUARE CUT IN SOUTHWEST BASE OF 2nd LIGHT POLE WEST OF THE SITE AND ON THE NORTH SIDE OF FREEMAN ROAD.

ELEVATION=894.95

BM 10 - CUT "X" SET IN EASTERN CURB OF THE ACCESS DRIVE TO THE WATER TOWER APPROXIMATELY 177 FEET NORTH OF THE 7TH /ELECTRIC TOWER NORTH OF FREEMAN ROAD.

ELEVATION=906.50

BM 11 - CUT "X" SET IN EASTERN CURB OF THE ACCESS DRIVE TO THE WATER TOWER APPROXIMATELY 153 FEET NORTH OF THE 6TH /ELECTRIC TOWER NORTH OF FREEMAN ROAD. ELEVATION=906.36

APPROXIMATELY 226 FEET NORTH OF THE 4TH /ELECTRIC TOWER NORTH OF FREEMAN ROAD.

BM 12 - CUT "X" SET IN EASTERN CURB OF THE ACCESS DRIVE TO THE WATER TOWER

BM 13 - CUT "X" SET IN EASTERN CURB OF THE ACCESS DRIVE TO THE WATER TOWER APPROXIMATELY 67 FEET NORTH OF THE 4TH /ELECTRIC TOWER NORTH OF FREEMAN ROAD.

BM 14 - TOP OF IRON ROD WITH CAP SET APPROXIMATELY 155 FEET NORTH OF THE 2ND ELECTRIC TOWER NORTH OF FREEMAN ROAD AND 33 FEET WEST OF THE WESTERN EDGE OF PAVEMENT OF THE ACCESS DRIVE TO THE WATER TOWER.

ELEVATION=900.62

BM 15 - TOP OF IRON ROD WITH CAP SET APPROXIMATELY 230 FEET SOUTHEAST OF THE CENTER OF HUNTLEY AUTOMALL DRIVE AND 5.7 FEET SOUTHWEST OF THE SOUTHWESTERN BACK OF CURB OF

ELEVATION=896.19

BM 16 - TOP OF IRON ROD WITH CAP SET IN MIDDLE OF GRASS MEDIAN OF FREEMAN ROAD APPROXIMATELY 267 FEET WEST OF THE CENTER OF FACTORY SHOPS BOULEVARD.

BM 17 - TOP OF IRON ROD WITH CAP SET APPROXIMATELY 265 FEET EAST OF THE CENTER OF FACTORY SHOPS BOULEVARD AND 2 FEET SOUTH OF THE SOUTHERN BACK OF CURB OF FREEMAN

ELEVATION=909.66

ELEVATION=917.30

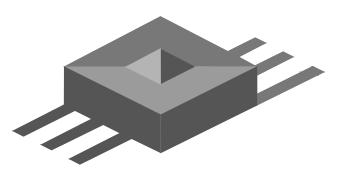
ELEVATION=896.82

BM 19 - TOP OF IRON ROD WITH CAP SET APPROXIMATELY 1,340 FEET WEST OF THE CENTER OF CARRIAGE WAY LANE AND 14.5 FEET SOUTH OF THE SOUTHERN BACK OF CURB OF FREEMAN ROAD.

BM 20 - MAGNAIL SET IN MIDDLE OF ASPHALT DRIVE TO METAL SHED APPROXIMATELY 854 FEET WEST OF THE CENTER OF CARRIAGE WAY LANE AND 3.5 FEET NORTH OF THE NORTHERN BACK OF CURB OF FREEMAN ROAD.

BM 21 - TOP OF IRON ROD WITH CAP SET APPROXIMATELY 533 FEET WEST OF THE CENTER OF CARRIAGE WAY LANE AND 4.5 FEET SOUTH OF THE SOUTHERN EDGE OF PAVEMENT OF FREEMAN

ELEVATION=915.99



DRAWING INDEX

SHEET	TITLE
C1.0	COVER
C2.0	GENERAL NOTES & TYPICAL SECTIONS
C3.0	OVERALL EXISTING CONDITIONS & DEMOLITION PLAN
C3.1 - C3.9	EXISTING CONDITIONS & DEMOLITION PLAN
C4.0	OVERALL DIMENSIONAL CONTROL & PAVING PLAN
C4.1 - C4.9	DIMENSIONAL CONTROL & PAVING PLAN
C5.0	OVERALL GRADING PLAN
C5.1 - C5.10	GRADING PLAN
C6.0	OVERALL UTILITY PLAN
C6.1 - C6.9	UTILITY PLAN
C6.10 - C6.13	SANITARY SEWER PLAN & PROFILE
C7.0	OVERALL EROSION CONTROL PLAN
C7.1 - C7.10	EROSION CONTROL PLAN
C8.0	STORMWATER POLLUTION PREVENTION PLAN
C8.1 - C8.2	SWPPP DETAILS
C8.3	KANE COUNTY EROSION CONTROL NOTES
C9.0 - C9.4	DETAILS
C10.0	SPECIFICATIONS
C10.1 - C10.2	HUNTLEY SPECIFICATIONS
LO - L9	LANDSCAPE PLANS

JACOB & HEFNER ASSOCIATES

1333 Butterfield Rd, Suite 300, Downers Grove, IL 60515 PHONE: (630) 652-4600, FAX: (630) 652-4601 www.jacobandhefner.com

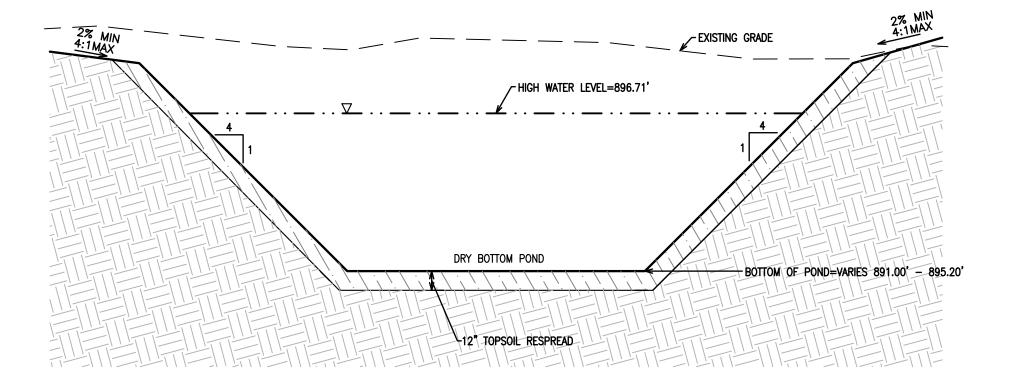


GENERAL NOTES

- ALL PAVING AND RELATED CONSTRUCTION SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION, ALL AMENDMENTS THERETO AND IN ACCORDANCE WITH THE LATEST EDITION OF THE SUBDIVISION REGULATIONS OF THE MUNICIPALITY. IN CASE OF CONFLICT, THE MORE STRINGENT CODE SHALL TAKE PRECEDENCE.
- 2. ALL STORM SEWER, SANITARY SEWER AND WATER MAIN CONSTRUCTION SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS, LATEST EDITION AND IN ACCORDANCE WITH THE CURRENT SUBDIVISION REGULATIONS OF THE MUNICIPALITY UNLESS OTHERWISE NOTED ON THE PLANS.
- 3. STANDARD SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS, CONSTRUCTION PLANS, AND SUBSEQUENT DETAILS ARE ALL TO BE CONSIDERED AS PART OF THE CONTRACT. INCIDENTAL ITEMS OR ACCESSORIES NECESSARY TO COMPLETE THIS WORK MAY NOT BE SPECIFICALLY NOTED BUT ARE CONSIDERED A PART OF THIS CONTRACT.
- 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING THE UTILITY COMPANIES LOCATE THEIR FACILITIES IN THE FIELD PRIOR TO CONSTRUCTION AND SHALL ALSO BE RESPONSIBLE FOR THE MAINTENANCE AND PRESERVATION OF THESE FACILITIES. THE ENGINEER DOES NOT WARRANT THE LOCATION OF ANY EXISTING UTILITIES SHOWN ON THE PLANS. THE CONTRACTOR SHALL CALL J.U.L.I.E. AT 800-892-0123 AND THE MUNICIPALITY FOR UTILITY LOCATIONS.
- 5. NO CONSTRUCTION PLANS SHALL BE USED FOR CONSTRUCTION UNLESS SPECIFICALLY MARKED "FOR CONSTRUCTION." PRIOR TO COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AFFECTING THE WORK WITH THE ACTUAL CONDITIONS AT THE JOB SITE. IN ADDITION, THE CONTRACTOR MUST VERIFY THE ENGINEER'S LINE AND GRADE STAKES. IF THERE ARE ANY DISCREPANCIES WITH WHAT IS SHOWN ON THE CONSTRUCTION PLANS, HE MUST IMMEDIATELY REPORT SAME TO ENGINEER BEFORE COMMENCING ANY WORK, OTHERWISE THE CONTRACTOR ASSUMES FULL RESPONSIBILITY. IN THE EVENT OF DISAGREEMENT BETWEEN THE CONSTRUCTION PLANS, SPECIFICATIONS AND/OR SPECIAL DETAILS, THE CONTRACTOR SHALL SECURE WRITTEN INSTRUCTION FROM THE ENGINEER PRIOR TO PROCEEDING WITH ANY PART OF THE WORK AFFECTED BY OMISSIONS OR DISCREPANCIES. FAILING TO SECURE SUCH INSTRUCTION, THE CONTRACTOR WILL BE CONSIDERED TO HAVE PROCEEDED AT HIS OWN RISK AND EXPENSE. IN THE EVENT OF ANY DOUBT OR QUESTIONS ARISING WITH RESPECT TO THE TRUE MEANING OF THE CONSTRUCTION PLANS OR SPECIFICATIONS, THE DECISION OF THE ENGINEER SHALL BE FINAL AND CONCLUSIVE.
- 6. NOTIFICATION OF COMMENCING CONSTRUCTION

CONTRACTÓR AT HIS OWN EXPENSE.

- A. THE CONTRACTOR SHALL NOTIFY THE OWNER AND/OR HIS REPRESENTATIVE AND THE AFFECTED GOVERNMENTAL AGENCIES IN WRITING AT LEAST THREE FULL WORKING DAYS PRIOR TO COMMENCEMENT OF CONSTRUCTION. IN ADDITION, THE CONTRACTOR SHALL NOTIFY AS NECESSARY, ALL TESTING AGENCIES, EITHER MUNICIPALITY'S OR THE OWNER'S, SUFFICIENTLY IN ADVANCE OF CONSTRUCTION.
- B. FAILURE OF THE CONTRACTOR TO ALLOW PROPER NOTIFICATION TIME, WHICH RESULTS IN TESTING COMPANIES TO BE UNABLE TO VISIT THE SITE AND PERFORM TESTING, WILL CAUSE THE CONTRACTOR TO SUSPEND OPERATION (PERTAINING TO TESTING) UNTIL THE TESTING AGENCY CAN SCHEDULE TESTING OPERATIONS. THE COST OF SUSPENSION OF WORK TO BE BORNE BY
- 7. ALL CONTRACTORS SHALL KEEP ACCESS AVAILABLE AT ALL TIMES, FOR ALL TYPES OF TRAFFIC. AT NO TIME SHALL ACCESS BE DENIED TO PROPERTIES SURROUNDING THE SITE.
- ALL PROPOSED ELEVATIONS SHOWN ON THE PLANS ARE FINISHED SURFACE ELEVATIONS, UNLESS OTHERWISE SPECIFIED.
- 9. THE CONTRACTOR SHALL PRESERVE ALL CONSTRUCTION STAKES UNTIL THEY ARE NO LONGER NEEDED. ANY STAKES DESTROYED OR DISTURBED BY THE CONTRACTOR PRIOR TO THEIR USE SHALL BE RESET AT THE CONTRACTOR'S COST.
- 10. ALL FRAMES AND LIDS FOR STORM AND SANITARY SEWER STRUCTURES ARE TO BE ADJUSTED TO MEET FINAL FINISHED GRADE. THIS ADJUSTMENT IS TO BE MADE BY THE SEWER CONTRACTOR AND THE COST IS TO BE CONSIDERED INCIDENTAL. THESE ADJUSTMENTS TO FINISHED GRADE WILL NOT ALLEVIATE THE CONTRACTOR FROM ANY ADDITIONAL ADJUSTMENTS AS REQUIRED BY THE MUNICIPALITY UPON FINAL INSPECTION OF THE PROJECT. FINAL GRADES ARE TO BE DETERMINED BY THE MUNICIPALITY AT THE TIME OF FINAL INSPECTION AND MAY VARY FROM PLAN GRADE.
- 11. ANY EXISTING SIGNS, LIGHT STANDARDS AND UTILITY POLES WHICH INTERFERE WITH CONSTRUCTION OPERATIONS AND NOT NOTED FOR DISPOSAL, SHALL BE REMOVED AND RESET BY THE CONTRACTOR AT HIS OWN EXPENSE, AS DIRECTED BY THE ENGINEER. ANY DAMAGE TO THESE ITEMS SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR, AT HIS OWN EXPENSE, TO THE SATISFACTION OF THE OWNER. ANY SIGNS NOT REQUIRED TO BE RESET SHALL BE DELIVERED TO THE RESPECTIVE OWNERS.
- 12. REMOVAL OF SPECIFIED ITEMS, INCLUDING BUT NOT LIMITED TO, PAVEMENT, SIDEWALK, CURB AND GUTTER, CULVERTS, ETC., SHALL BE DISPOSED OF OFF—SITE BY THE CONTRACTOR AT HIS OWN EXPENSE. THE CONTRACTOR IS RESPONSIBLE FOR ANY PERMIT REQUIRED FOR SUCH DISPOSAL.
- 13. ALL FIELD TILE ENCOUNTERED DURING CONSTRUCTION OPERATIONS SHALL BE CONNECTED TO THE PROPOSED STORM SEWER SYSTEM OR SHALL BE RESTORED TO PROPER OPERATING CONDITION. A RECORD OF THE LOCATION OF ALL FIELD TILE OR DRAIN PIPE ENCOUNTERED SHALL BE KEPT BY THE CONTRACTOR AND TURNED OVER TO THE ENGINEER UPON COMPLETION OF THE PROJECT. THE COST OF THIS WORK SHALL BE CONSIDERED AS INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED BY OWNER AND MUNICIPALITY.
- 14. ALL WORK PERFORMED UNDER THIS CONTRACT SHALL BE GUARANTEED BY THE CONTRACTOR AND HIS SURETY FOR A PERIOD OF 12 MONTHS FROM THE DATE OF FINAL ACCEPTANCE OF THE PROJECT. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ALL DEFECTS IN MATERIALS AND WORKMANSHIP OF WHATEVER NATURE DURING THAT PERIOD.
- 15. BEFORE ACCEPTANCE BY THE OWNER AND FINAL PAYMENT, ALL WORK SHALL BE INSPECTED BY THE OWNER OR HIS REPRESENTATIVE. FINAL PAYMENT WILL BE MADE AFTER ALL THE CONTRACTOR'S WORK HAS BEEN APPROVED AND ACCEPTED BY
- 16. UPON AWARDING OF THE CONTRACT AND WHEN REQUIRED BY THE MUNICIPALITY, THE CONTRACTOR SHALL FURNISH A LABOR, MATERIAL AND PERFORMANCE BOND WITH INSURANCE, IN THE AMOUNT REQUIRED BY THE MUNICIPALITY, GUARANTEEING COMPLETION OF THE WORK. THE UNDERWRITER SHALL BE ACCEPTABLE TO THE MUNICIPALITY.
- 17. EASEMENTS FOR THE EXISTING UTILITIES, BOTH PUBLIC AND PRIVATE, AND UTILITIES WITHIN PUBLIC RIGHTS—OF—WAY ARE SHOWN ON THE PLANS ACCORDING TO KNOWN AVAILABLE RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION IN THE FIELD OF THESE UTILITY LINES AND THEIR PROTECTION FROM DAMAGE DUE TO CONSTRUCTION OPERATIONS. IF EXISTING UTILITY LINES OF ANY NATURE ARE ENCOUNTERED WHICH CONFLICT WITH LOCATIONS OF THE NEW CONSTRUCTION, JACOB AND HEFNER ASSOCIATES, INC. IS RESPONSIBLE TO RESOLVE THE CONFLICT. JACOB AND HEFNER ASSOCIATES, INC. IS NOT RESPONSIBLE FOR THE COST OF CONSTRUCTION.
- 18. THE OWNER SHALL OBTAIN EASEMENTS AND PERMITS NECESSARY TO FACILITATE CONSTRUCTION OF THE PROPOSED UTILITIES. THE CONTRACTOR, SHALL FURNISH ALL REQUIRED BONDS AND EVIDENCE OF INSURANCE NECESSARY TO SECURE THESE
- 19. THE CONTRACTORS SHALL PLAN THEIR WORK BASED ON THEIR OWN BORINGS, EXPLORATIONS AND OBSERVATIONS TO DETERMINE SOIL CONDITIONS AT THE LOCATION OF THE PROPOSED WORK.
- 20. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR SAFETY ON THE JOB SITE IN ACCORDANCE WITH OSHA REGULATIONS.
- 21. AT NO ADDITIONAL EXPENSE TO THE OWNER, THE CONTRACTOR SHALL COLLECT AND REMOVE ALL CONSTRUCTION DEBRIS, EXCESS MATERIALS, TRASH, OIL AND GREASE RESIDUE, MACHINERY, TOOLS, STAKES OR LATH SET BY SURVEYORS FOR CONSTRUCTION AND OTHER MISCELLANEOUS ITEMS NOT PRESENT PRIOR TO PROJECT COMMENCEMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ACQUIRING ANY AND ALL PERMITS NECESSARY FOR THE HAULING AND DISPOSAL REQUIRED FOR CLEAN—UP AS DIRECTED BY THE ENGINEER OR OWNER. BURNING ON THE SITE IS NOT PERMITTED.
- 22. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO PROVIDE PROPER BARRICADING, WARNING DEVICES AND THE SAFE MANAGEMENT OF TRAFFIC AND PEDESTRIANS WITHIN THE AREA OF CONSTRUCTION. ALL SUCH DEVICES AND THEIR INSTALLATION SHALL CONFORM TO THE ILLINOIS "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREET AND HIGHWAYS," LATEST EDITION AND IN CONFORMANCE WITH REGULATIONS OF THE MUNICIPALITY OR D.O.T.
- 23. NO UNDERGROUND WORK SHALL BE COVERED UNTIL IT HAS BEEN APPROVED BY THE MUNICIPALITY. APPROVAL TO PROCEED MUST BE OBTAINED FROM THE MUNICIPALITY PRIOR TO INSTALLING PAVEMENT BASE, BINDER COURSE OR SURFACE COURSE AND PRIOR TO POURING ANY CONCRETE AFTER FORMS HAVE BEEN SET.
- 24. ALL EXISTING UTILITIES OR IMPROVEMENTS, INCLUDING WALKS, CURBS, PAVEMENT AND PARKWAYS DAMAGED OR REMOVED DURING CONSTRUCTION SHALL BE PROMPTLY RESTORED TO THEIR RESPECTIVE ORIGINAL CONDITION.
- 25. AT THE CLOSE OF EACH WORKING DAY AND AT THE CONCLUSION OF CONSTRUCTION OPERATIONS, ALL DRAINAGE STRUCTURES AND FLOW LINES SHALL BE FREE FROM DIRT AND DEBRIS.
- 26. TREES NOT MARKED FOR REMOVAL SHALL BE CONSIDERED AS DESIGNATED TO BE SAVED AND SHALL BE PROTECTED UNDER THE PROVISIONS OF ARTICLE 201.05 OF THE STANDARD SPECIFICATIONS.
- 27. LIMB PRUNING SHALL BE PERFORMED UNDER THE SUPERVISION OF AN APPROVED LANDSCAPE ARCHITECT AND SHALL BE UNDERTAKEN IN A TIMELY FASHION SO AS NOT TO INTERFERE WITH CONSTRUCTION.
- 28. ALL LIMBS, BRANCHES AND OTHER DEBRIS RESULTING FROM THIS WORK SHALL BE DISPOSED OF OFF-SITE BY THE
- 29. ALL CUTS OVER ONE INCH IN DIAMETER SHALL BE MADE FLUSH WITH THE NEXT LARGE BRANCH. WOUNDS OVER ONE INCH IN DIAMETER SHALL BE PAINTED WITH AN APPROVED TREE PAINT.
- 30. ANY DEWATERING OF SEWER AND WATER TRENCHES, AS WELL AS TEMPORARY SHEETING OR BRACING THAT MAY BE REQUIRED, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL NOT BE CONSIDERED EXTRA WORK. IN THE EVENT THAT SOFT MATERIALS WITH UNCONFINED COMPRESSIVE STRENGTH LESS THAN 0.5 TSF ARE ENCOUNTERED DURING SEWER AND WATER MAIN CONSTRUCTION, THE CONTRACTOR SHALL (UPON APPROVAL OF THE OWNER AND/OR ENGINEER) OVER-EXCAVATE TO A DEPTH OF AT LEAST ONE FOOT BELOW THE BOTTOM OF THE PIPE. THE TRENCH SHALL BE BACKFILLED WITH COMPACTED CRUSHED STONE, PROPERLY FORMED TO FIT THE BOTTOM OF THE PIPE.
- 31. THE CONTRACTOR SHALL RECORD VIDEO OF THE WORK AREA PRIOR TO CONSTRUCTION FOR THE PURPOSE OF DOCUMENTING EXISTING CONDITIONS.
- 32. AGGREGATE TRENCH BACKFILL WILL BE REQUIRED TO FULL DEPTH ABOVE ALL UNDERGROUND UTILITIES WITHIN TWO FEET OF PROPOSED OR EXISTING PAVEMENT, UTILITIES, BUILDINGS AND SIDEWALKS. AGGREGATE TRENCH BACKFILL SHALL BE INSTALLED IN ACCORDANCE WITH CURRENT IDOT STANDARD SPECIFICATIONS. TRENCH BACKFILL AND BEDDING MATERIAL SHALL CONSIST OF CRUSHED GRAVEL CONFORMING TO IDOT GRADATIONS CA—6 OR CA—7. AGGREGATE TRENCH BACKFILL SHALL BE PLACED IN CONTROLLED LIFTS (12 INCH LOOSE MEASURE TYPICAL FOR GRANULAR MATERIAL) WITH EACH LIFT VIBRATORY COMPACTED TO 95 PERCENT OF THE MAXIMUM DRY DENSITY BASED ON A MODIFIED PROCTOR TEST (ASTM D 1557), OR IN THE CASE OF OPEN GRADED STONE, TO A FIRM, DENSE STATE AS OBSERVED BY THE GEOTECHNICAL ENGINEER OR HIS REPRESENTATIVE PRIOR TO PLACEMENT OF THE NEXT LIFT. LIFT THICKNESS ADJUSTMENTS CAN ONLY BE DETERMINED/APPROVED BY THE GEOTECHNICAL ENGINEER (OR HIS REPRESENTATIVE) BASED ON THE SIZE/TYPE OF COMPACTING EQUIPMENT USED.
- 33. WHERE SHOWN ON THE PLANS OR AS DIRECTED BY THE ENGINEER, EXISTING DRAINAGE STRUCTURES AND SYSTEMS SHALL BE CLEANED OF DEBRIS AND PATCHED AS NECESSARY TO ASSURE INTEGRITY OF THE STRUCTURE.
- 34. HYDRANTS SHALL NOT BE FLUSHED DIRECTLY ONTO THE ROAD SUBGRADES. WHEREVER POSSIBLE, HOSES SHALL BE USED TO DIRECT THE WATER INTO STORM SEWERS. DAMAGE TO THE ROAD SUBGRADE OR LOT AREAS DUE TO EXCESSIVE WATER SATURATION AND/OR EROSION FROM HYDRANT FLUSHING OR LEAKS IN THE WATER DISTRIBUTION SYSTEM, WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. FLUSHING OR USING THE HYDRANT TO MAKE ALL NECESSARY REPAIRS WILL BE AT HIS EXPENSE. THE CONTRACTOR SHALL PROVIDE ALL CONSTRUCTION WATER AT HIS EXPENSE.
- 35. AFTER THE STORM SEWER SYSTEM HAS BEEN CONSTRUCTED, THE CONTRACTOR SHALL PLACE EROSION CONTROL AT LOCATIONS SHOWN ON THE PLANS OR AS SELECTED IN THE FIELD BY THE ENGINEER. INLET PROTECTION (INLET BASKETS) SHALL BE INSTALLED IN EACH STRUCTURE AS SOON AS THE STRUCTURE INSTALLATION IS COMPLETE. THE PURPOSE OF THE EROSION CONTROL WILL BE TO MINIMIZE THE AMOUNT OF SILTATION, WHICH NORMALLY ENTERS THE STORM SEWER SYSTEM FROM ADJACENT AND/OR UPSTREAM DRAINAGE AREAS.
- 36. EROSION CONTROL MEASURES SHALL BE INSTALLED IN ACCORDANCE WITH ILLINOIS URBAN MANUAL AND SHALL BE MAINTAINED BY THE CONTRACTOR. EROSION CONTROL MEASURES SHALL REMAIN IN PLACE UNTIL A SUITABLE GROWTH OF GRASS, ACCEPTABLE TO THE ENGINEER, HAS BEEN DEVELOPED.
- 37. UPON PROJECT COMPLETION, THE CONTRACTOR SHALL PROVIDE FINAL RECORD DRAWINGS TO THE OWNER AND ENGINEER FOR REVIEW PRIOR TO ANY REQUEST FOR FINAL INSPECTION. AT A MINIMUM, THE RECORD DRAWINGS SHALL INDICATE THE FINAL LOCATION AND LAYOUT OF ALL SITE IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO, VERIFICATION OF ALL BUILDING PAD AND FINISHED FLOOR ELEVATIONS, UTILITY RIM AND INVERT ELEVATIONS, KEY PAVEMENT SPOT GRADE ELEVATIONS, LOCATIONS OF ALL WATER SERVICE B—BOXES, SANITARY SEWER SERVICES, AND STORM SEWER SERVICES AND SHALL INCORPORATE ALL FIELD DESIGN CHANGES INCLUDING THOSE APPROVED BY THE OWNER, ENGINEER AND/OR PROJECT GOVERNING AUTHORITY. THE RECORD DRAWINGS SHALL ALSO INCORPORATE FIELD DESIGN CHANGES THAT WERE NOT APPROVED BY OWNER, ENGINEER AND/OR PROJECT GOVERNING AUTHORITY. RECORD DRAWINGS SHALL BE PREPARED BY OR UNDER THE DIRECT SUPERVISION OF A LICENSED PROFESSIONAL LAND SURVEYOR.



DETENTION BASIN 1 & 4 TYPICAL SECTION

N.T.S.

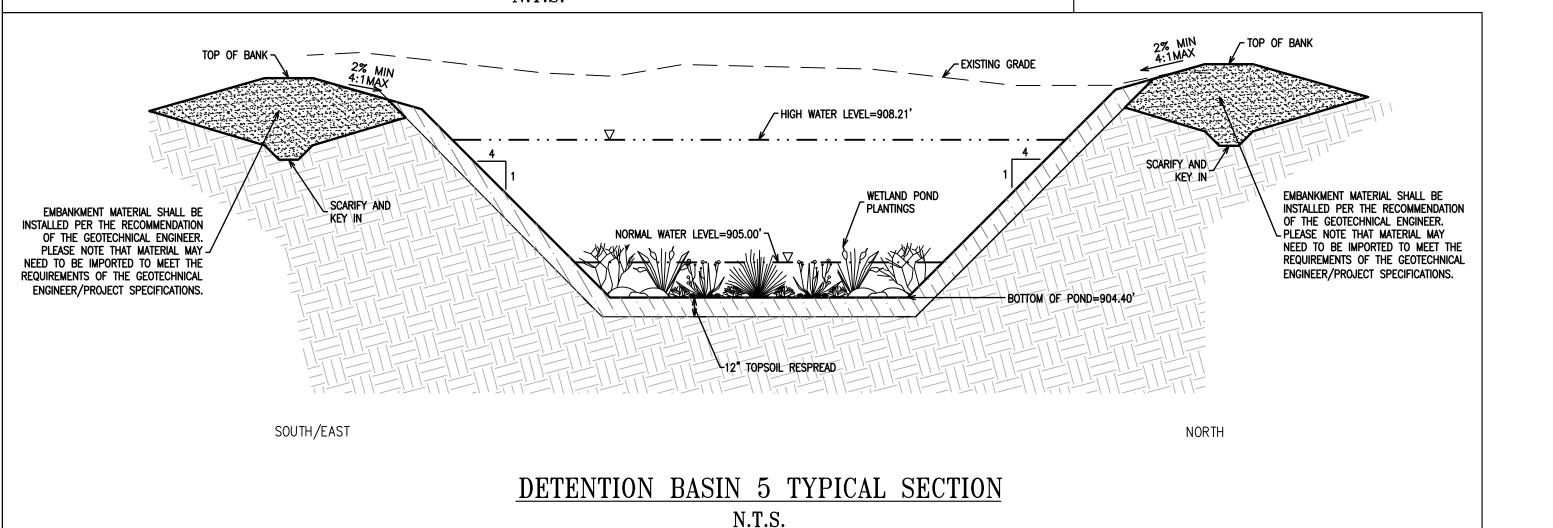
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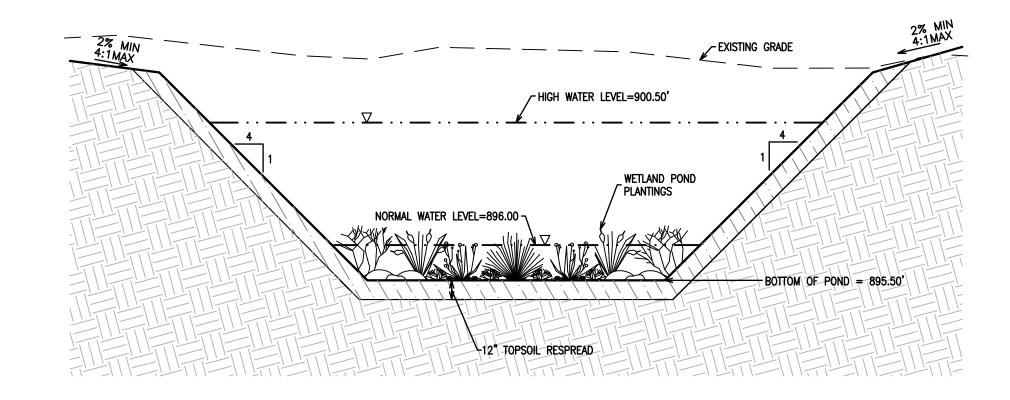
WETLAND POND PLANTINGS

NORMAL WATER LEVEL=891.00'

BOTTOM OF POND=890.10'

DETENTION BASINS 2, 3A, & 3B TYPICAL SECTION N.T.S.





DETENTION BASINS 6 & 7 TYPICAL SECTION

CONTACTS

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CONTACT: JEFF RADUECHEL
9500 BRYN MAWR, SUITE 340
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GENERAL CONTRACTOR:

GENERAL CONTRACTOR:
CONTACT: TBD

ARCHITECT:
DLR GROUP
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PHEONIX, AZ 85016

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CIVIL ENGINEER:
JACOB AND HEFNER ASSOCIATES, INC.
CONTACT: MATTHEW KRAMER, P.E.
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DOWNERS GROVE, ILLINOIS 60515
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F: (630) 652-4601

F: (630) 652-4601

VILLAGE OF HUNTLEY:
CONTACT: TIM FARRELL
10987 MAIN STREET
HUNTLEY, ILLINOIS 60142
P: (847) 515-5285

IDNR NOTES

IDNR PROJECT NUMBER: 2108083
ECOCAT SUBMITTAL DATE: 12/04/2020
PROJECT PERMIT NAME: PROJECT PUMPKIN
APPLICANT: VENTURE ONE REAL ESTATE, LLC

NOTED ENDANGERED SPECIES:

BLANDING'S TURTLE (EMYDIODEA BLANDINGII)
SWAINSON'S HAWK (BUTEO SWAINSONI)

SWAINSON'S HAWK (BUTEO SWAINSONI)

BLANDING'S TURTLE REQUIREMENTS:

- 1. ALL ON-SITE PERSONNEL SHOULD BE EDUCATED ABOUT THIS SPECIES AND BE INSTRUCTED TO STOP WORK IMMEDIATELY AND CONTACT THE DEPARTMENT (BRAD SEMEL, NATURAL HERITAGE DIVISION, 815-675-2386 EXT. 216) IF THEY ARE ENCOUNTERED IN THE PROJECT AREA. FLIERS WITH PHOTOS OF ADULT AND JUVENILE BLANDING'S TURTLES, AND LIFE-HISTORY INFORMATION SHOULD BE DISTRIBUTED TO PERSONNEL
- 2. EXCLUSIONARY FENCING SHOULD BE INSTALLED AROUND THE WORK AREA, OR AT A MINIMUM, TO PARTITION OFF ANY WETLAND AREAS BEFORE THE ACTIVE SEASON (MARCH 1ST NOVEMBER 1ST). EXCLUSIONARY FENCING SHOULD BE TRENCHED INTO THE GROUND (A MINIMUM OF 4 INCHES), AND INSPECTED DAILY FOR BLANDING'S TURTLES. FENCING SHOULD BE INSTALLED WITH TURN—AROUNDS AT OPEN ENDS AND AT ANY ACCESS OPENINGS NEEDED IN THE FENCING, IN ORDER TO REDIRECT ANIMALS AWAY FROM OPENINGS.
- 3. EXCAVATIONS SHOULD BE INSPECTED DAILY FOR TRAPPED WILDLIFE AND SAFELY COVERED OVERNIGHT. SOIL OR OTHER POTENTIAL TURTLE NESTING MEDIUM STOCKPILES SHOULD ALSO HAVE EXCLUSIONARY FENCING INSTALLED AROUND THE PERIMETER TO DISCOURAGE TURTLE NESTING AND POTENTIAL HARM.
- 4. A PERMANENT EXCLUSIONARY BARRIER BETWEEN ANY WETLANDS AND THE PROJECT SITE SHOULD BE INCORPORATED INTO PROJECT PLANS TO PREVENT TURTLES FROM ENTERING AREAS WHERE THEY MAY BE ADVERSELY IMPACTED BY DAILY ACTIVITY. THE BARRIER SHOULD INCLUDE TURN—AROUNDS WHERE NEEDED AND BE TRENCHED INTO THE SOIL A MINIMUM OF 4 INCHES

SWAINSON'S HAWK REQUIREMENTS:

- 1. TREE CLEARING WORK SHOULD OCCUR ON THE PROJECT AREA FROM OCTOBER 1ST THROUGH MARCH 31ST TO AVOID THE PRIME NESTING SEASON FOR THIS SPECIES.
- 2. IF THESE DATE RESTRICTIONS CANNOT BE ACCOMODATED, BIRD SURVEY AND HABITAT ASSESSMENT SHOULD BE PERFORMED BY A QUALIFIED BIOLOGIST IN THE PROPOSED DEVELOPMENT AREA. RESULTS SHOULD BE FORWARDED TO THE DEPARTMENT FOR A FINAL DETERMINATION ON IMPACTS TO ANY LISTED BIRD SPECIES.

JACOB & HEFNER ASSOCIATES

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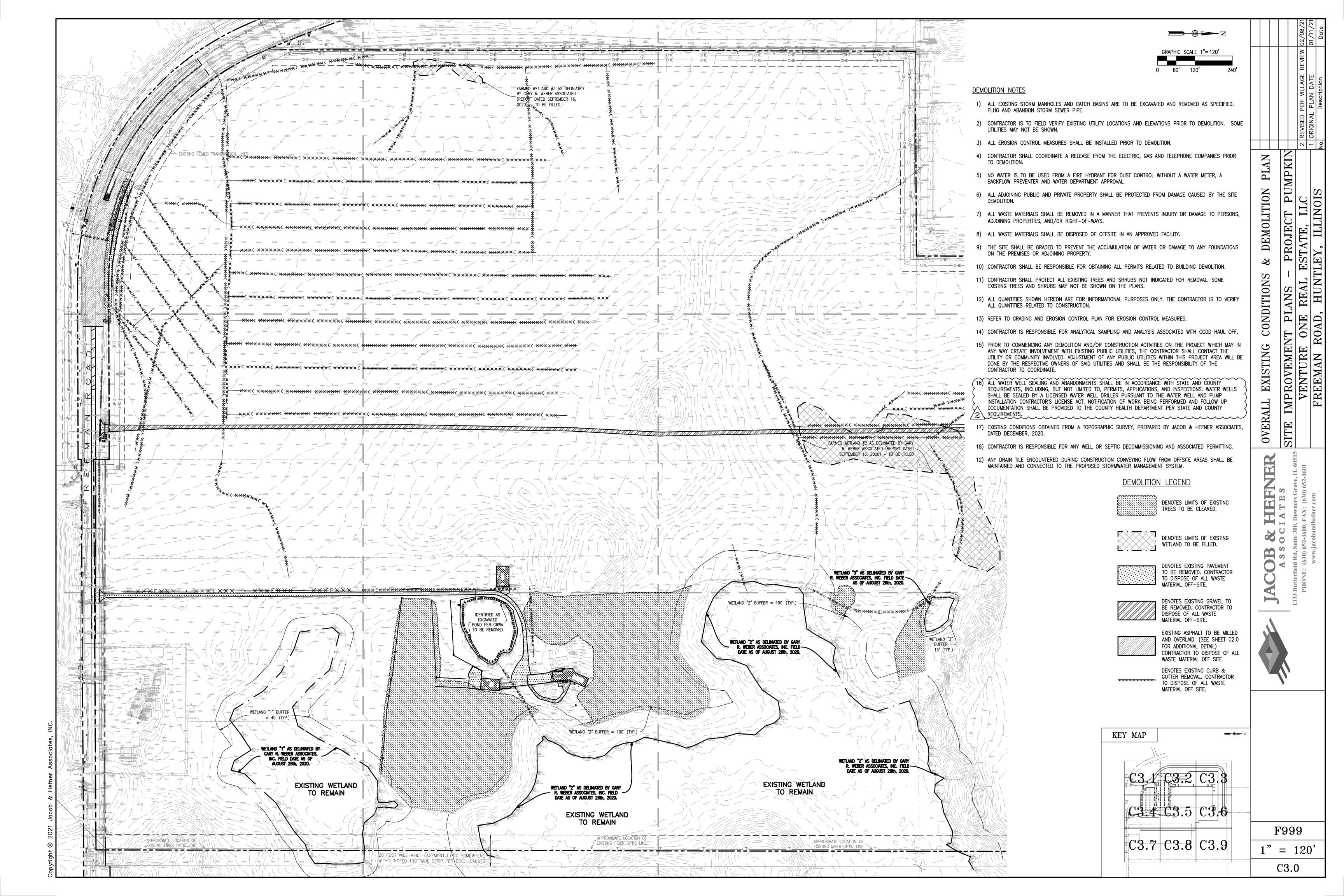
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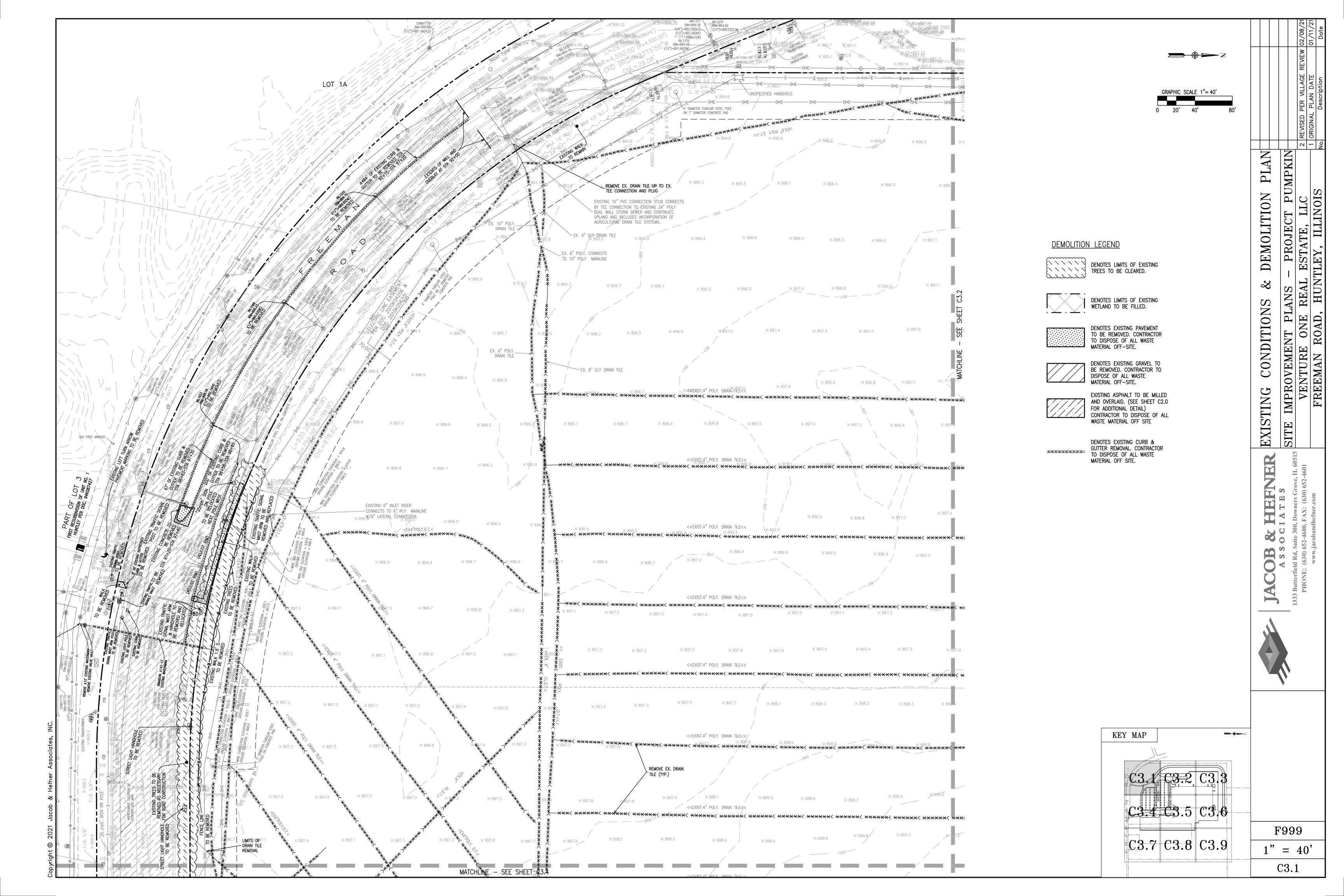


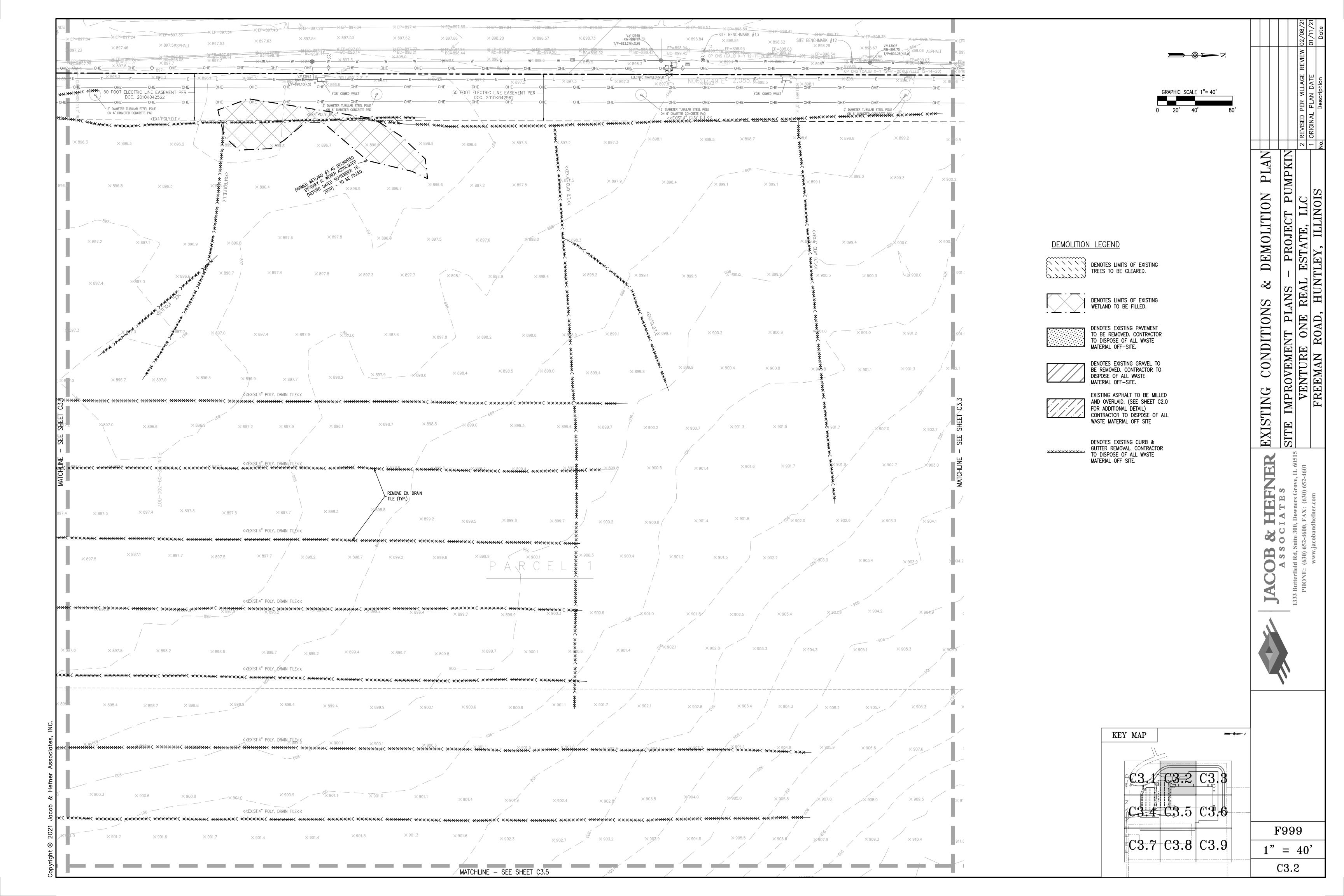
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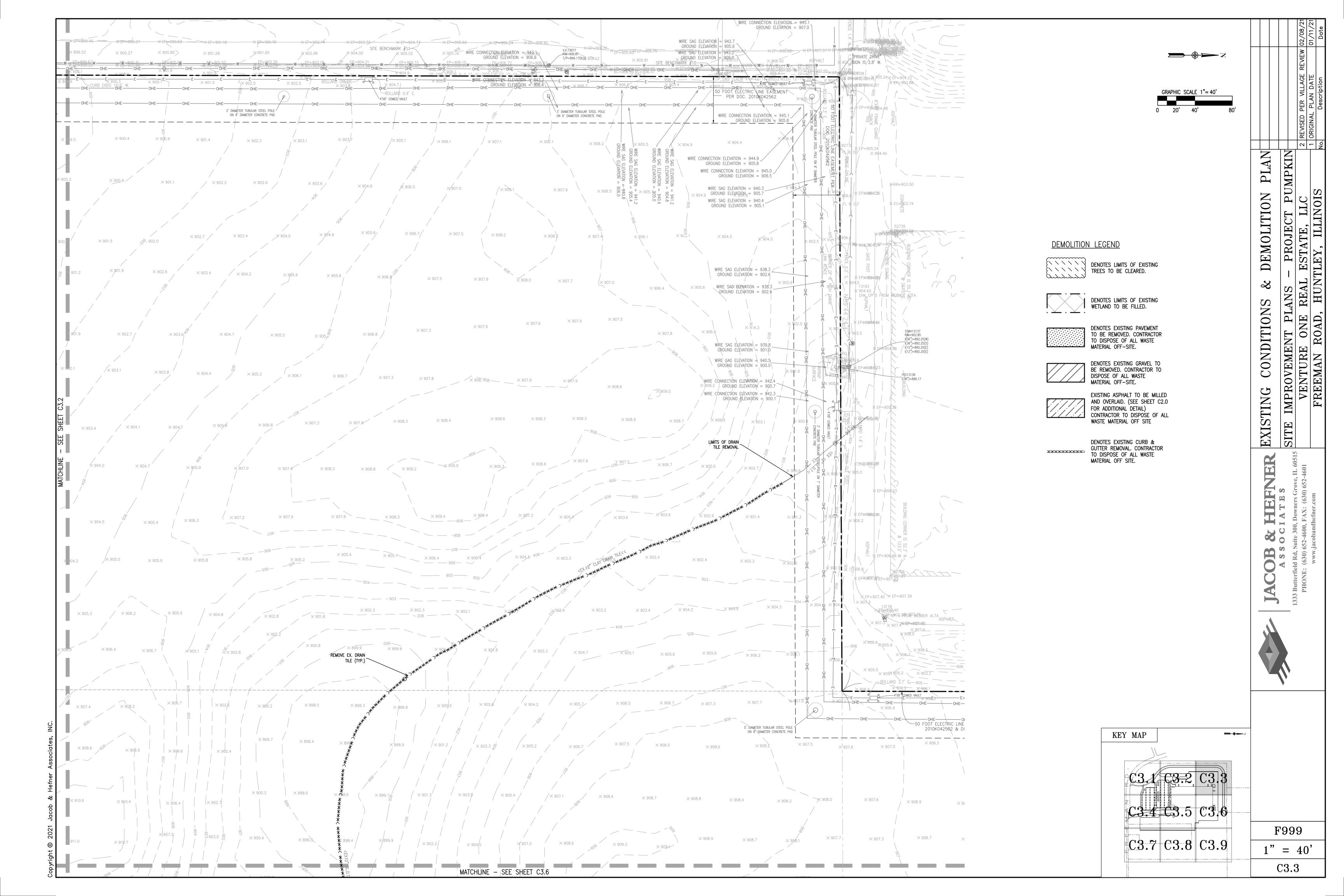
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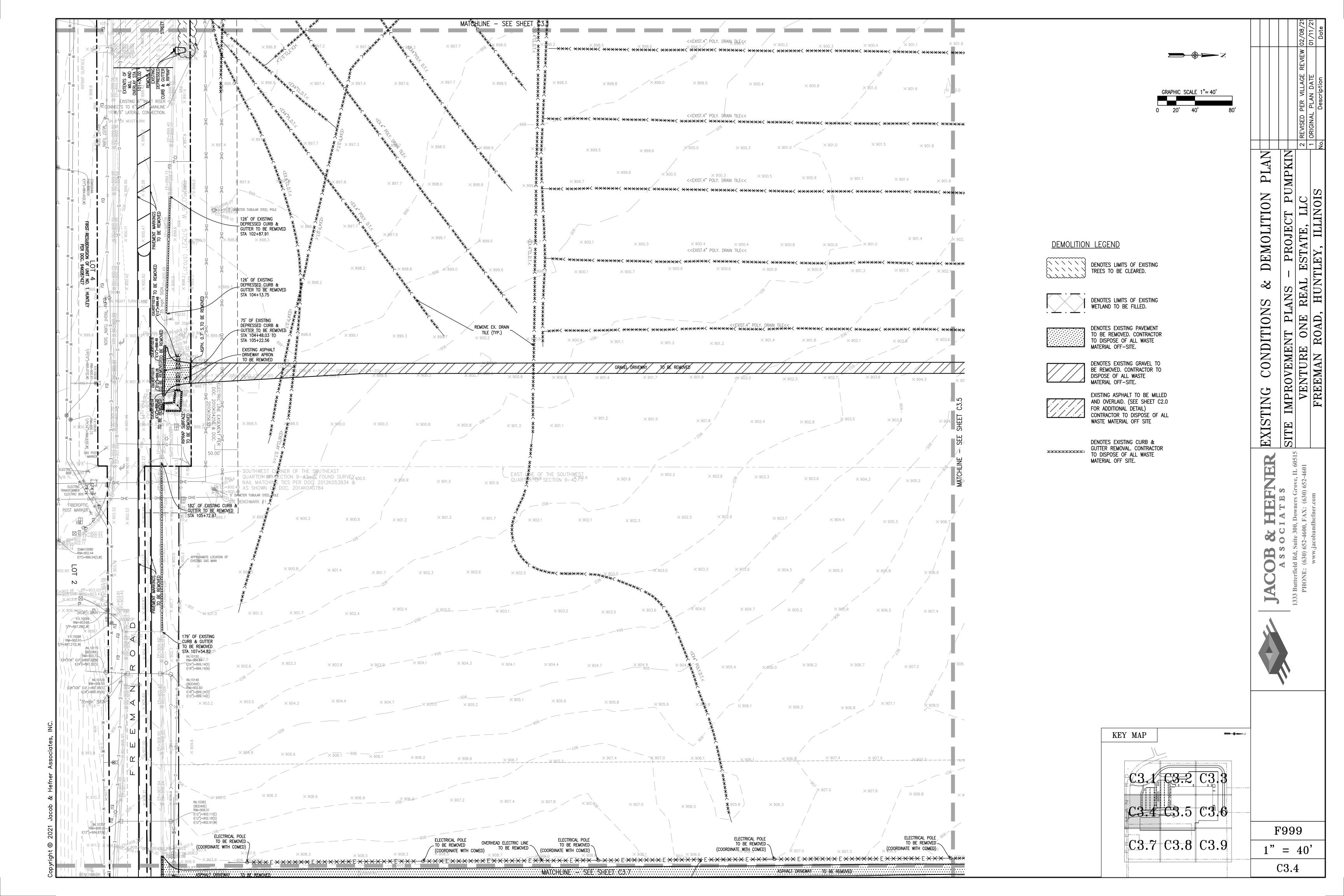
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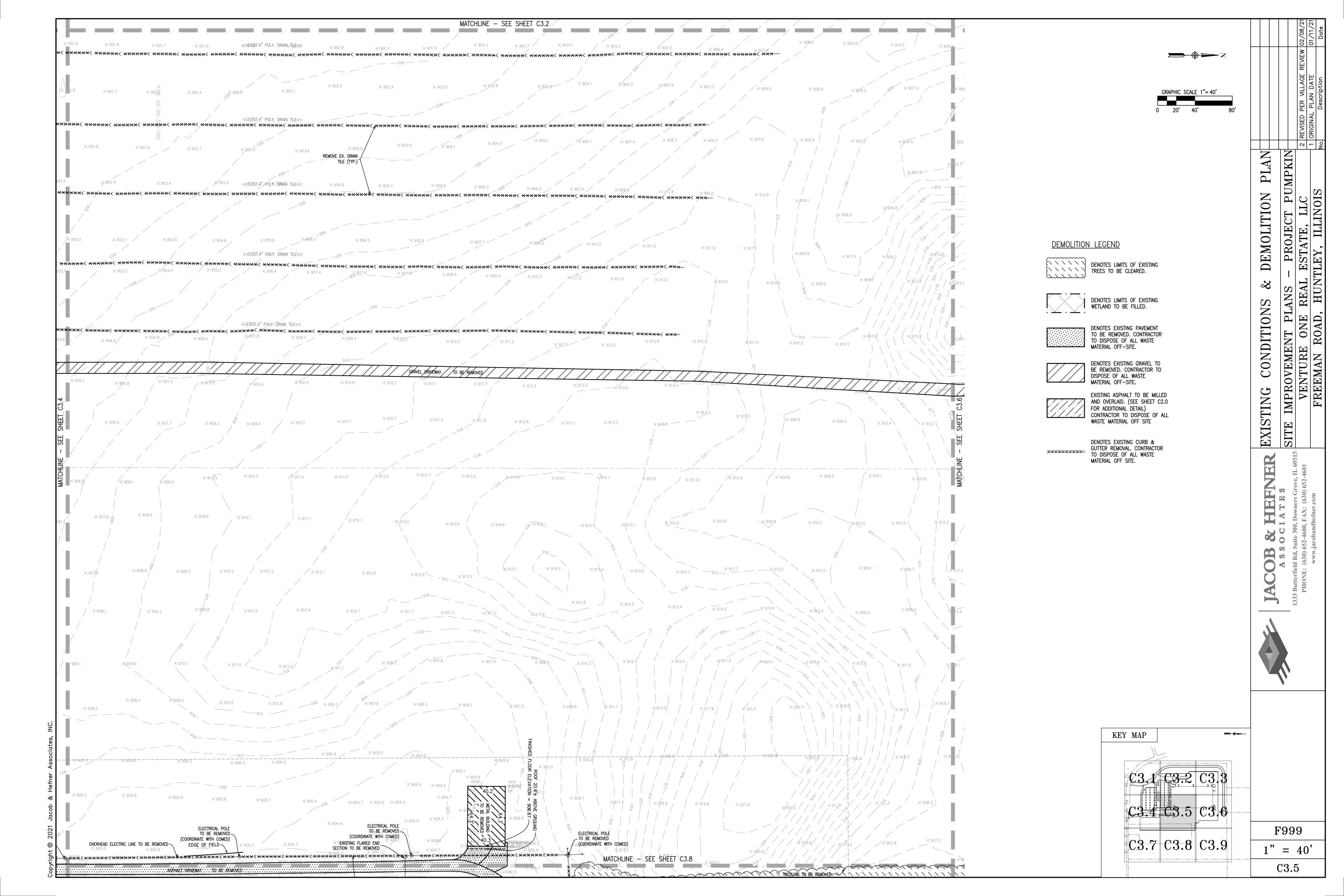


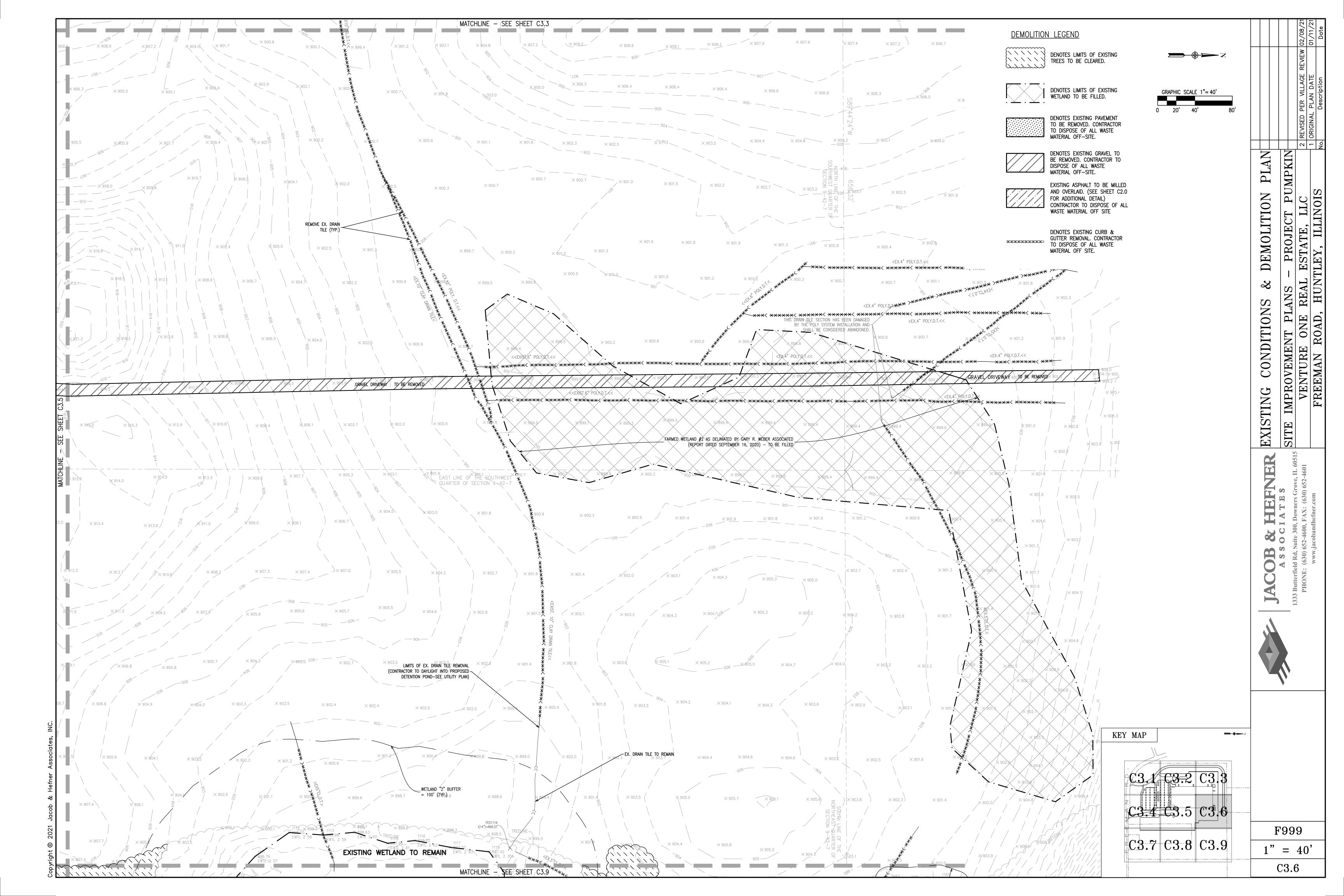


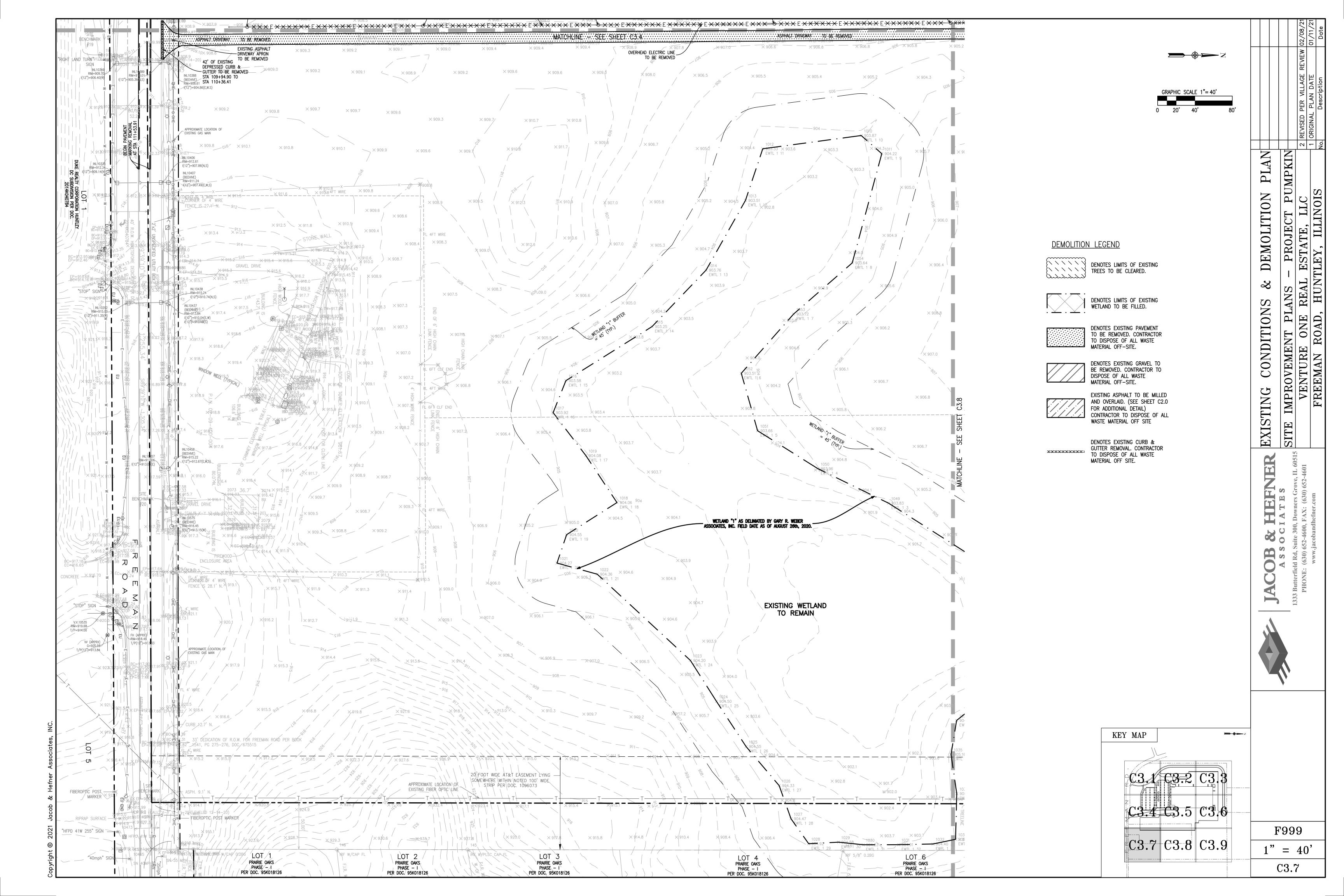


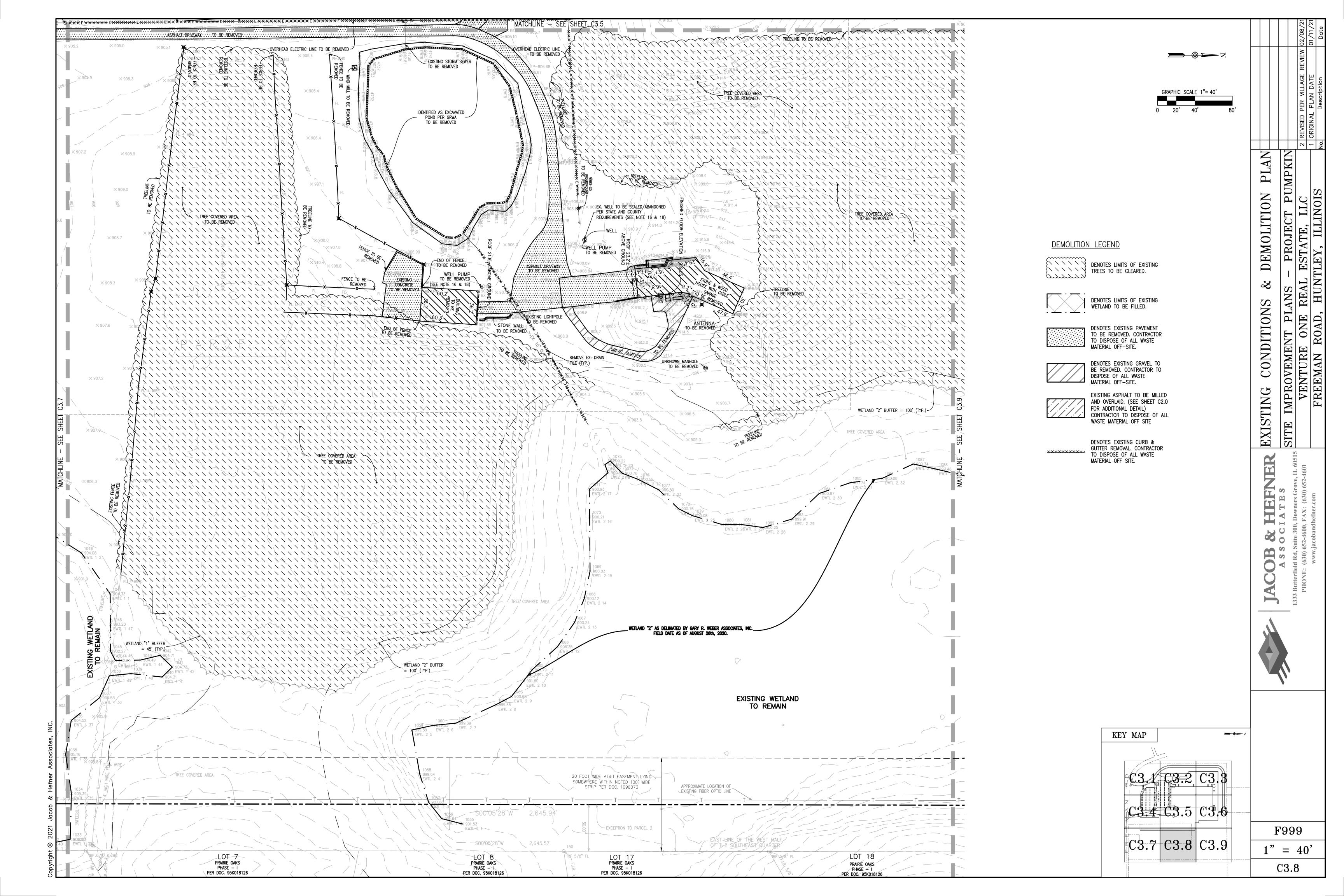


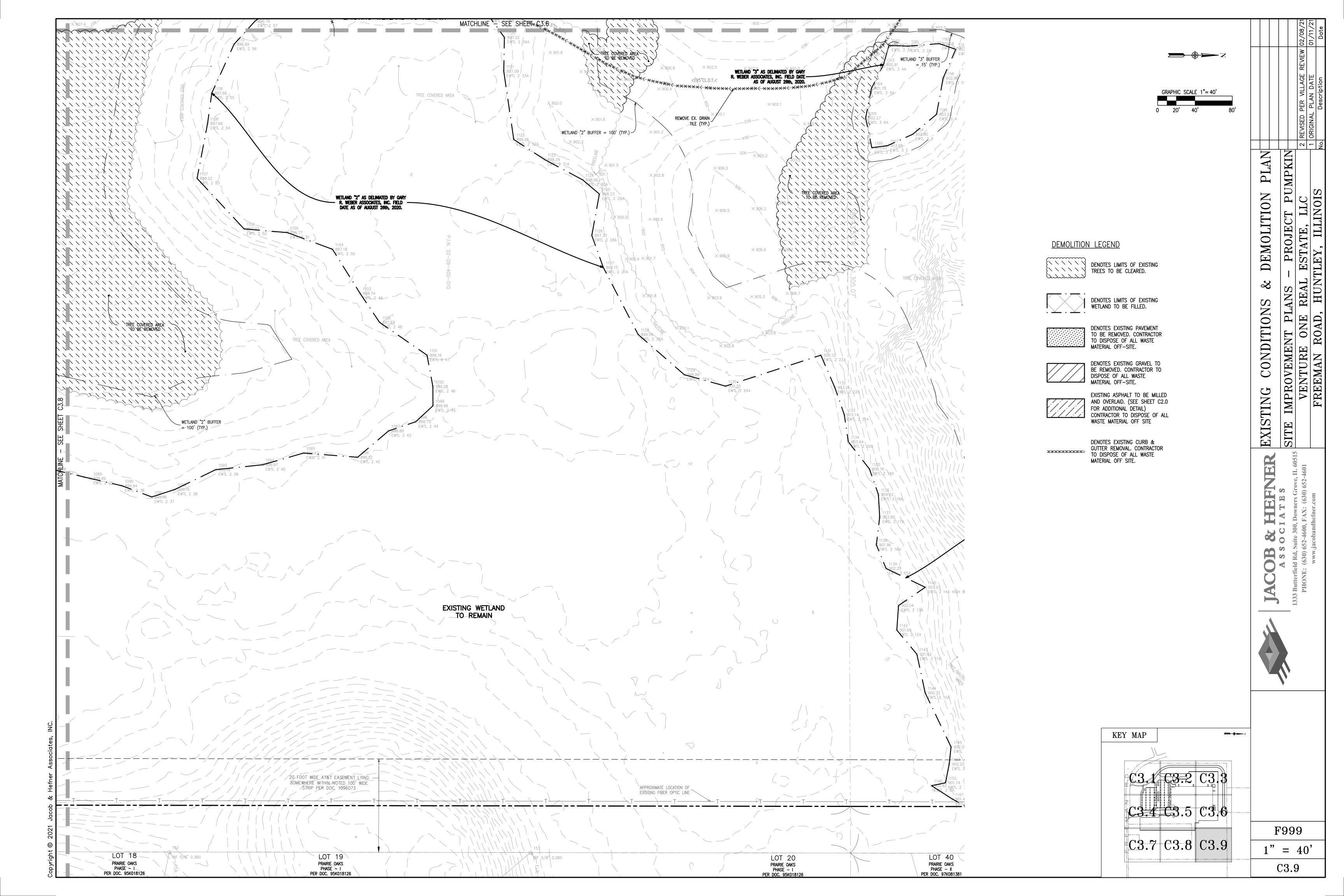


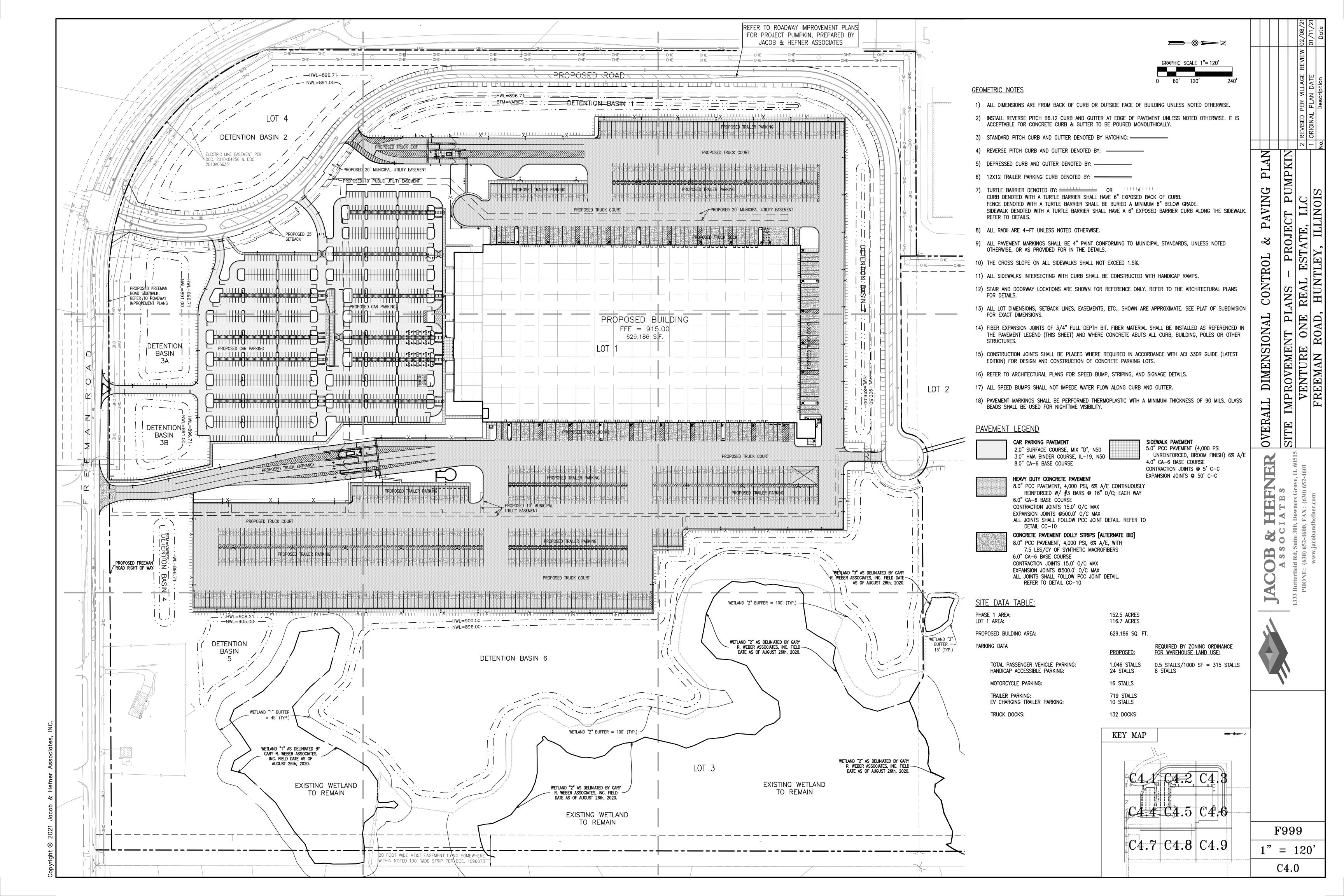


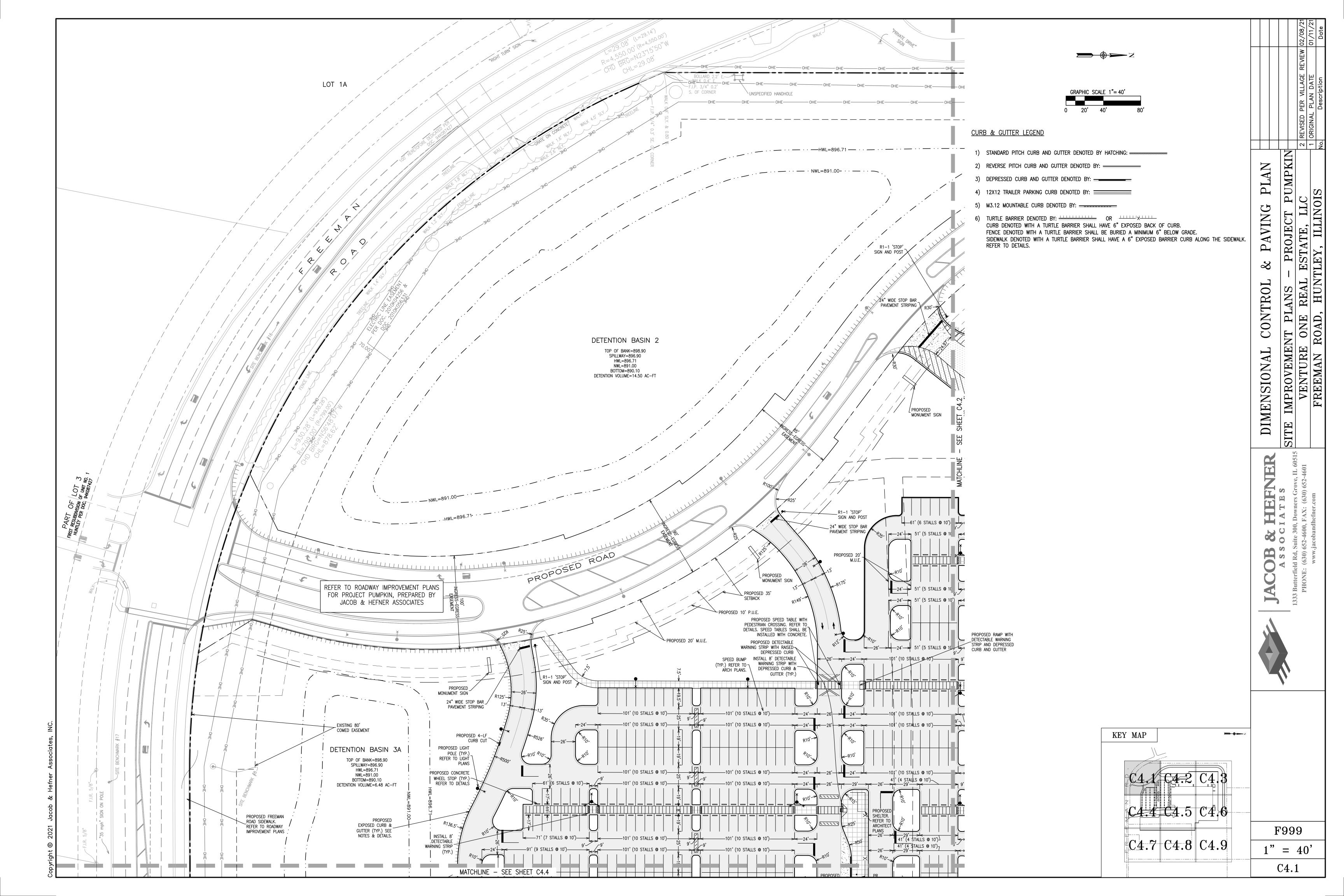


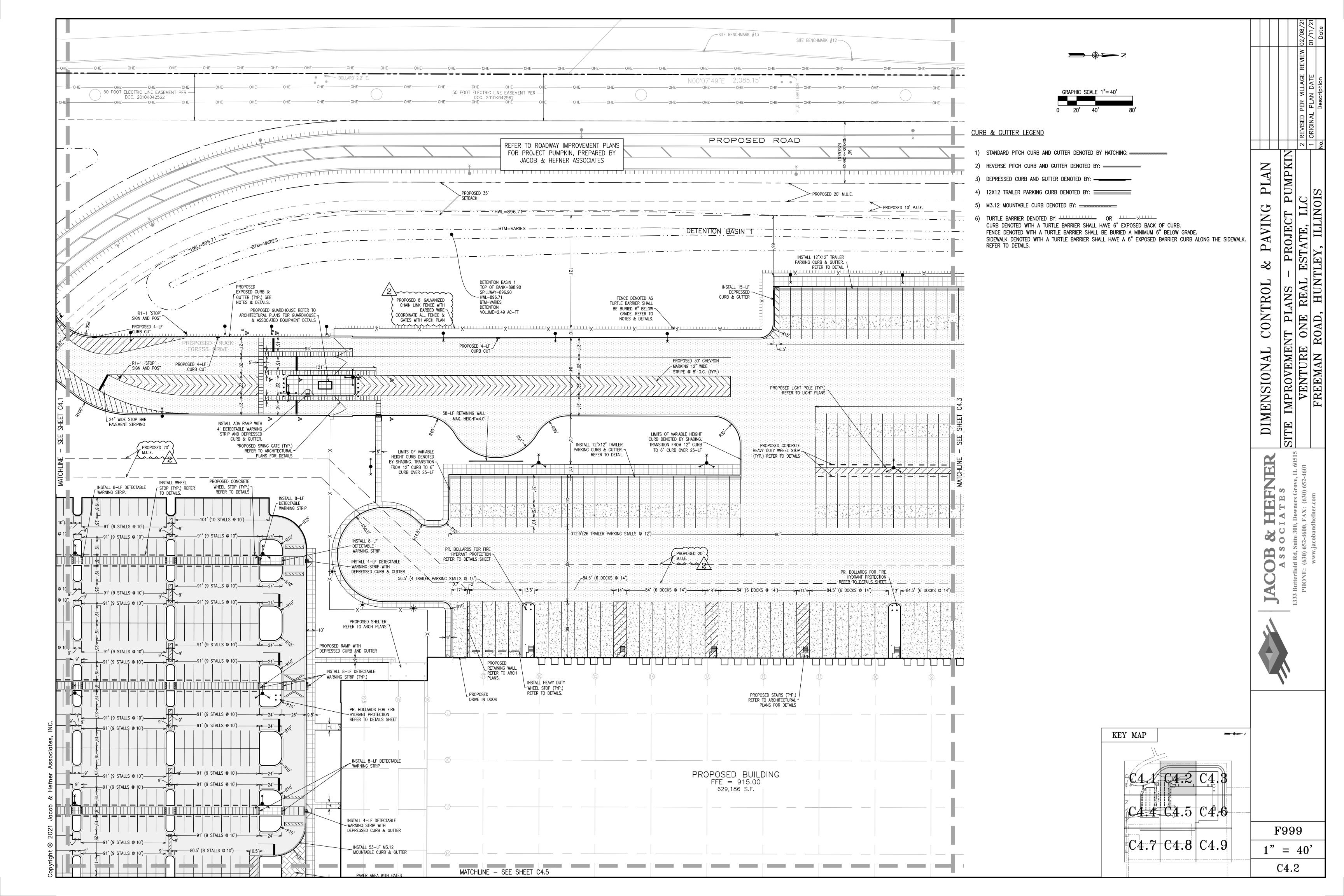


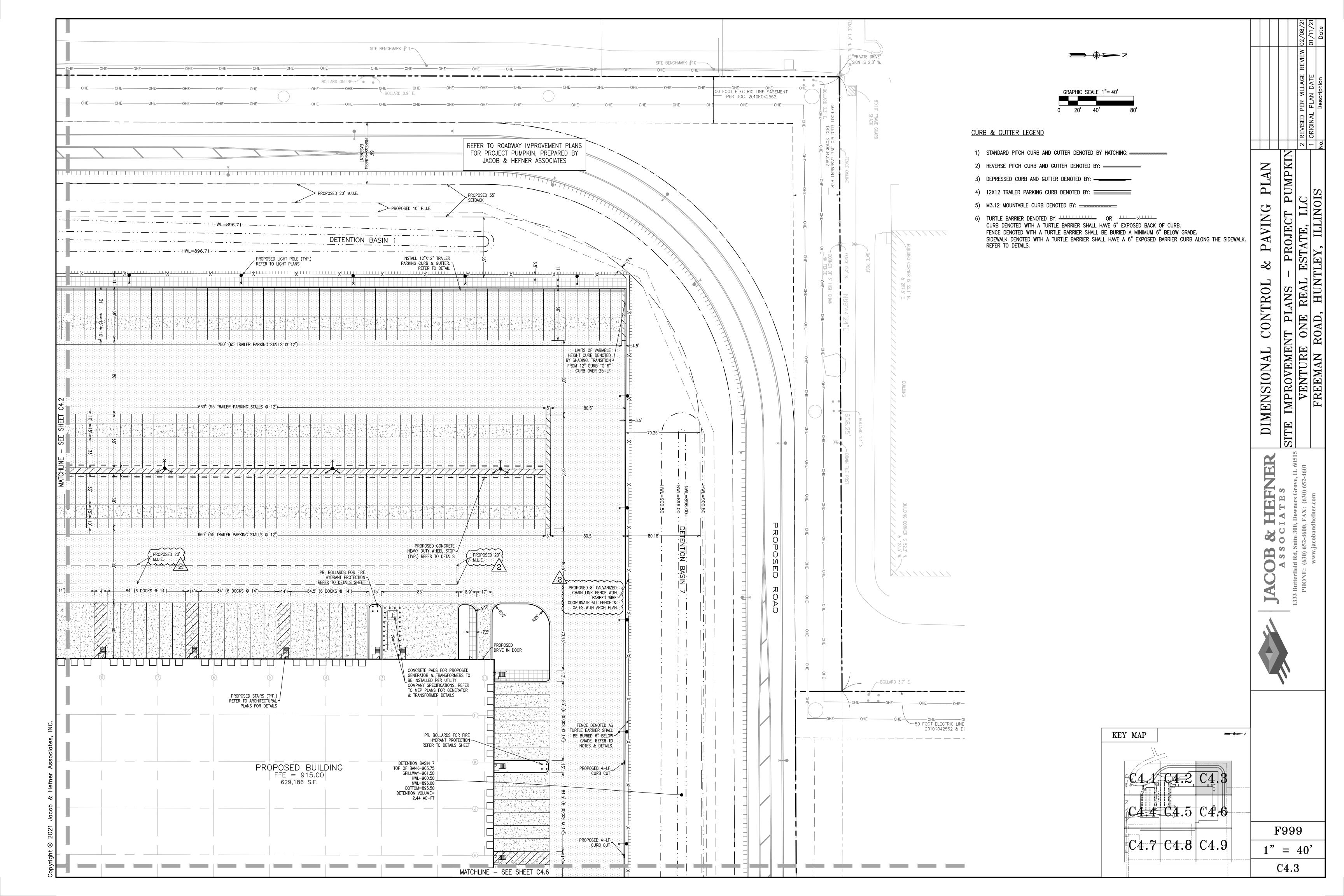


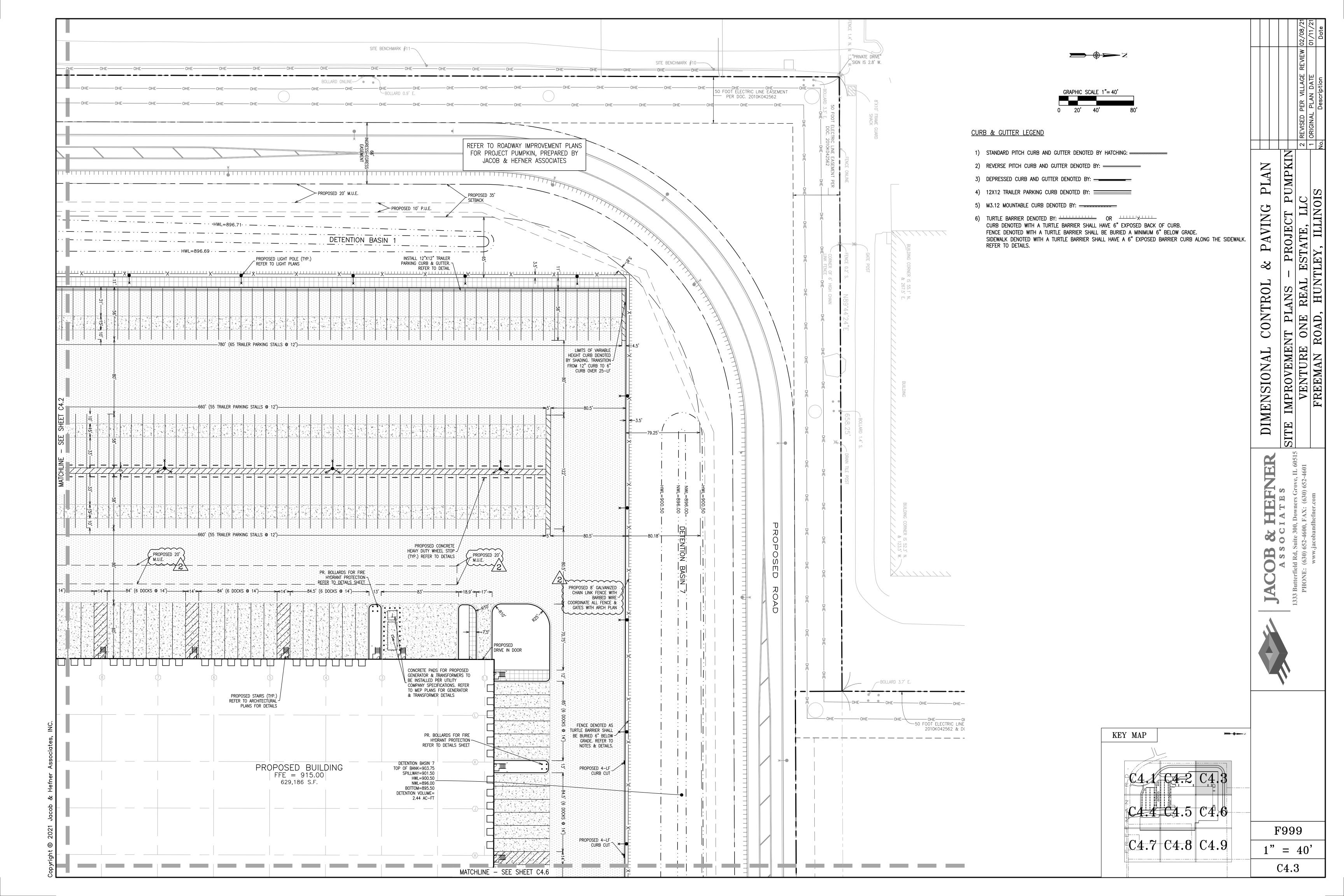


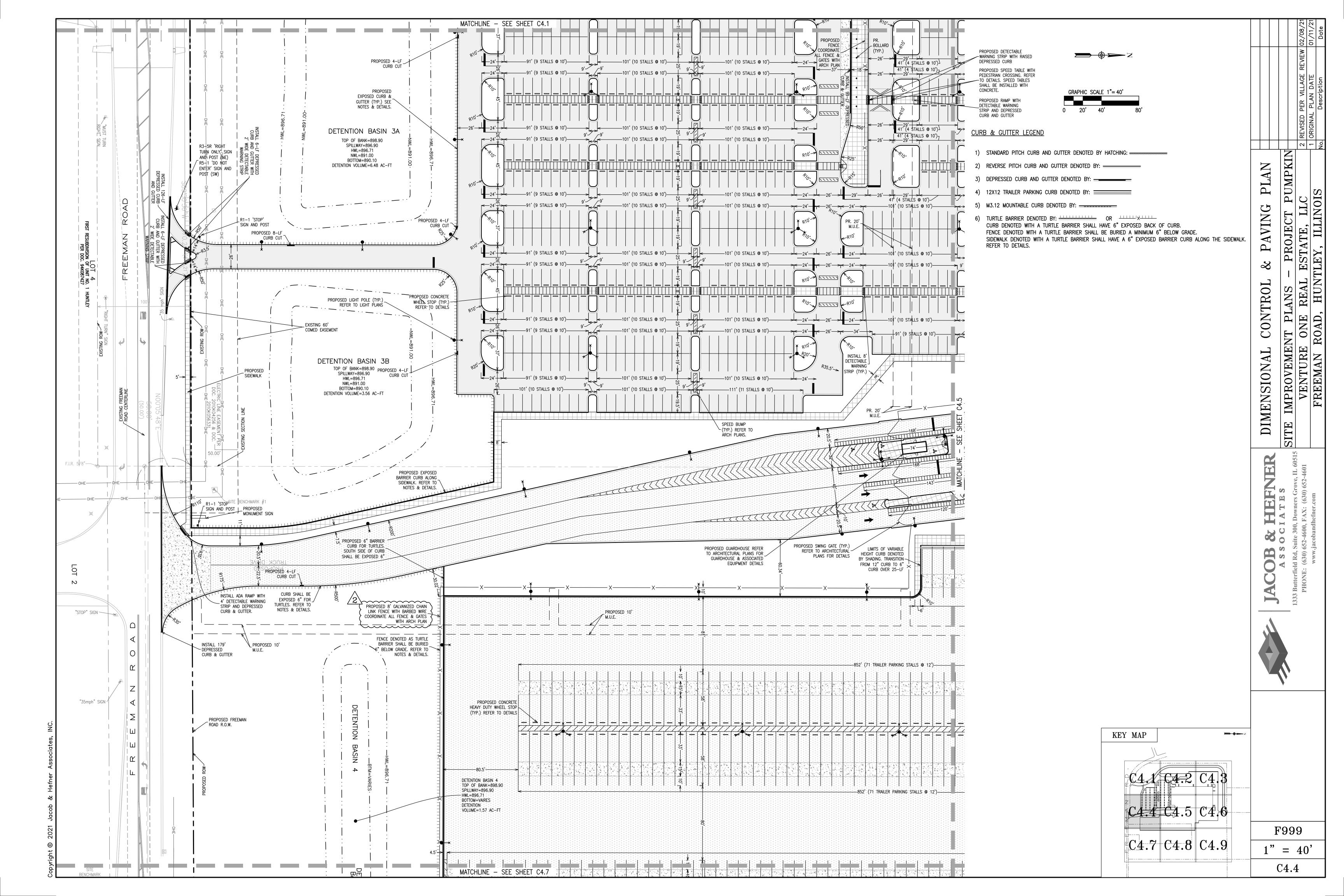


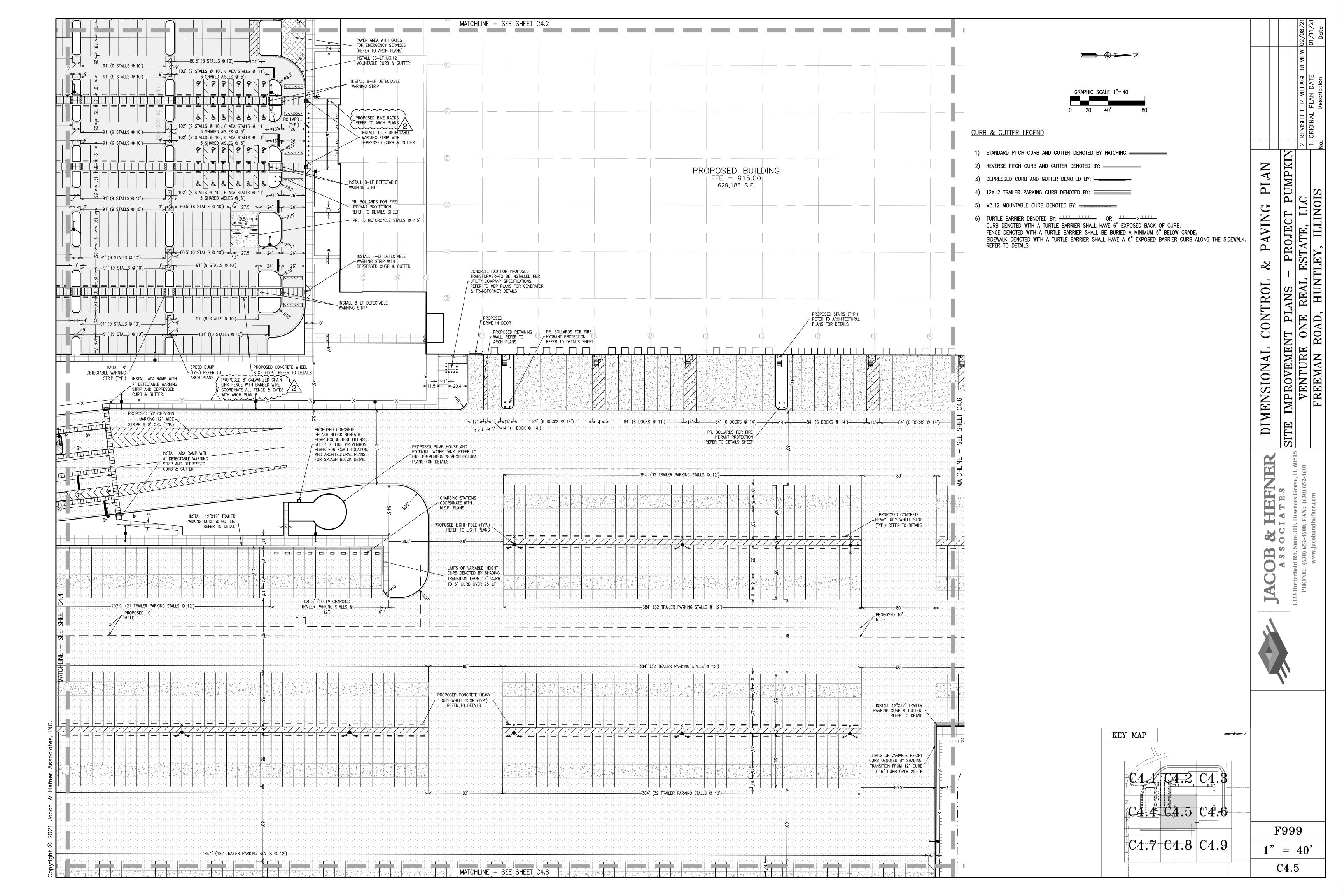


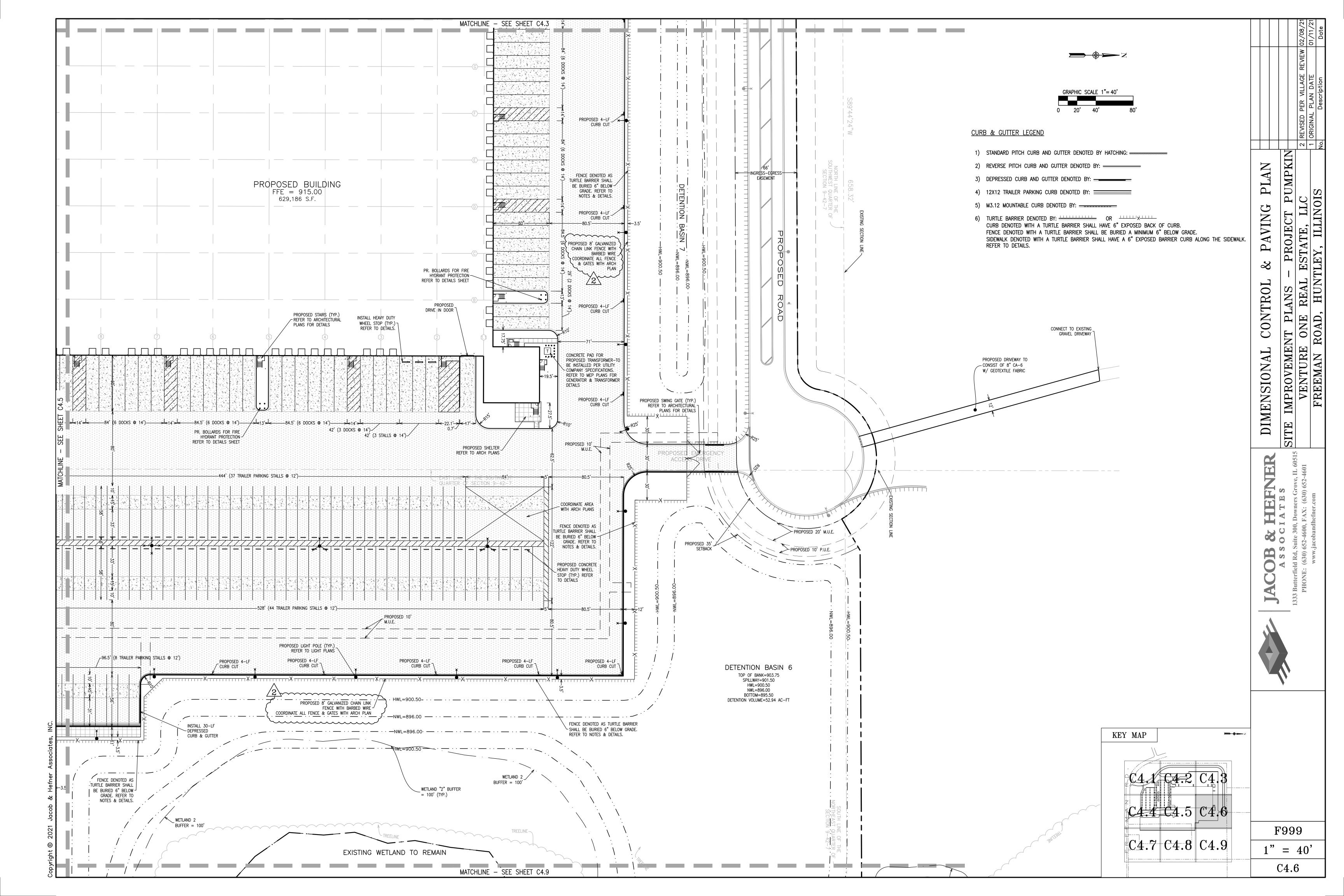


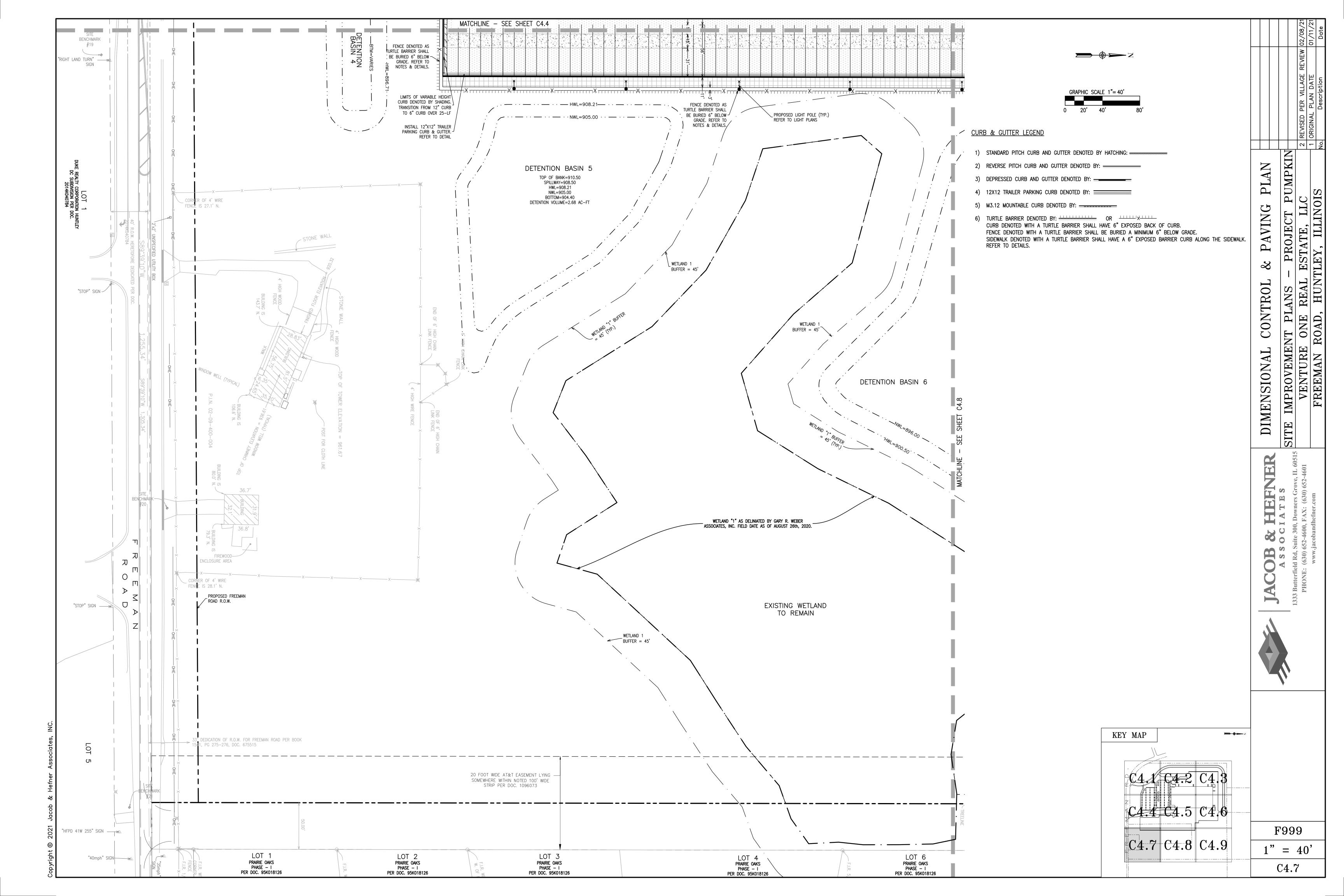


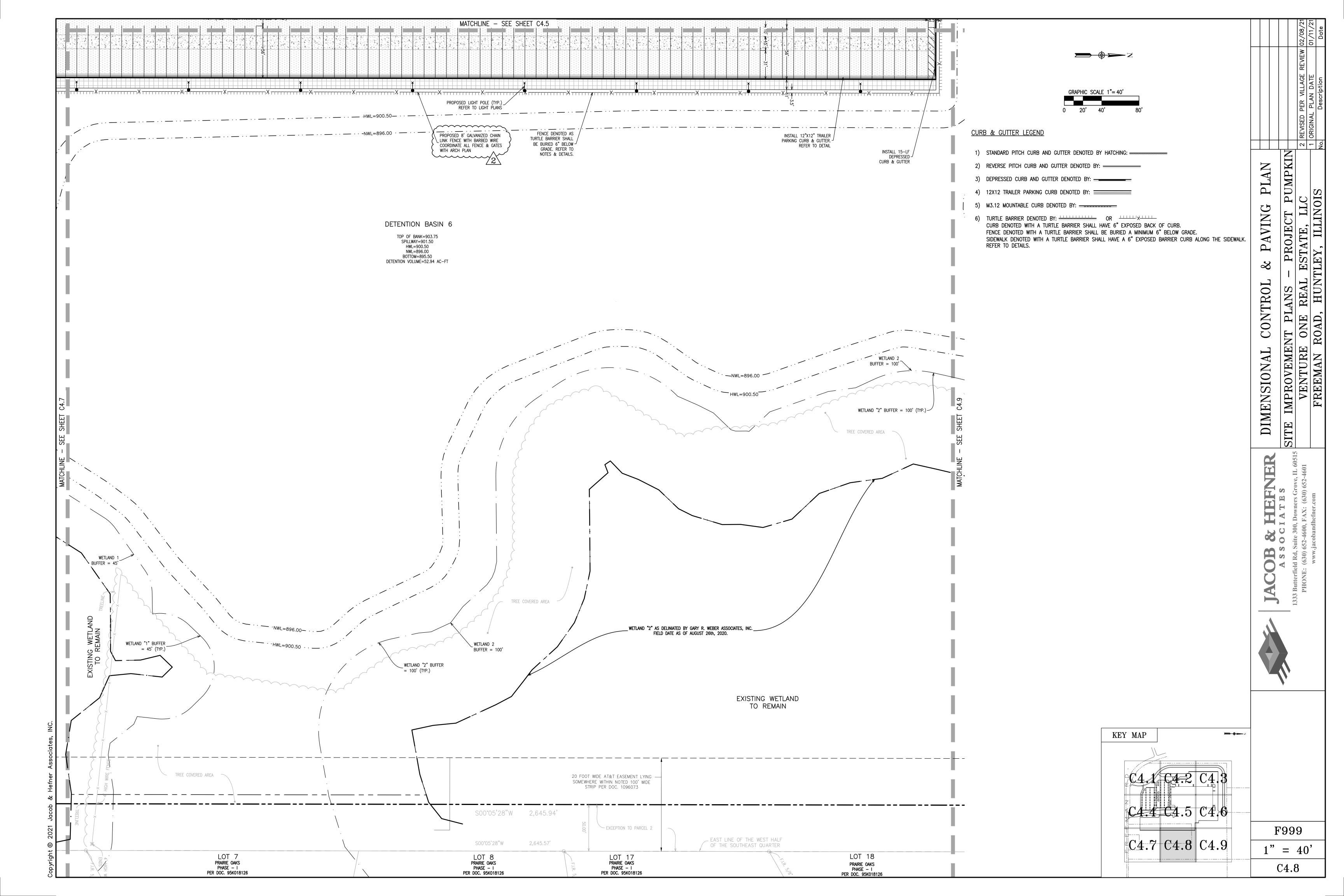


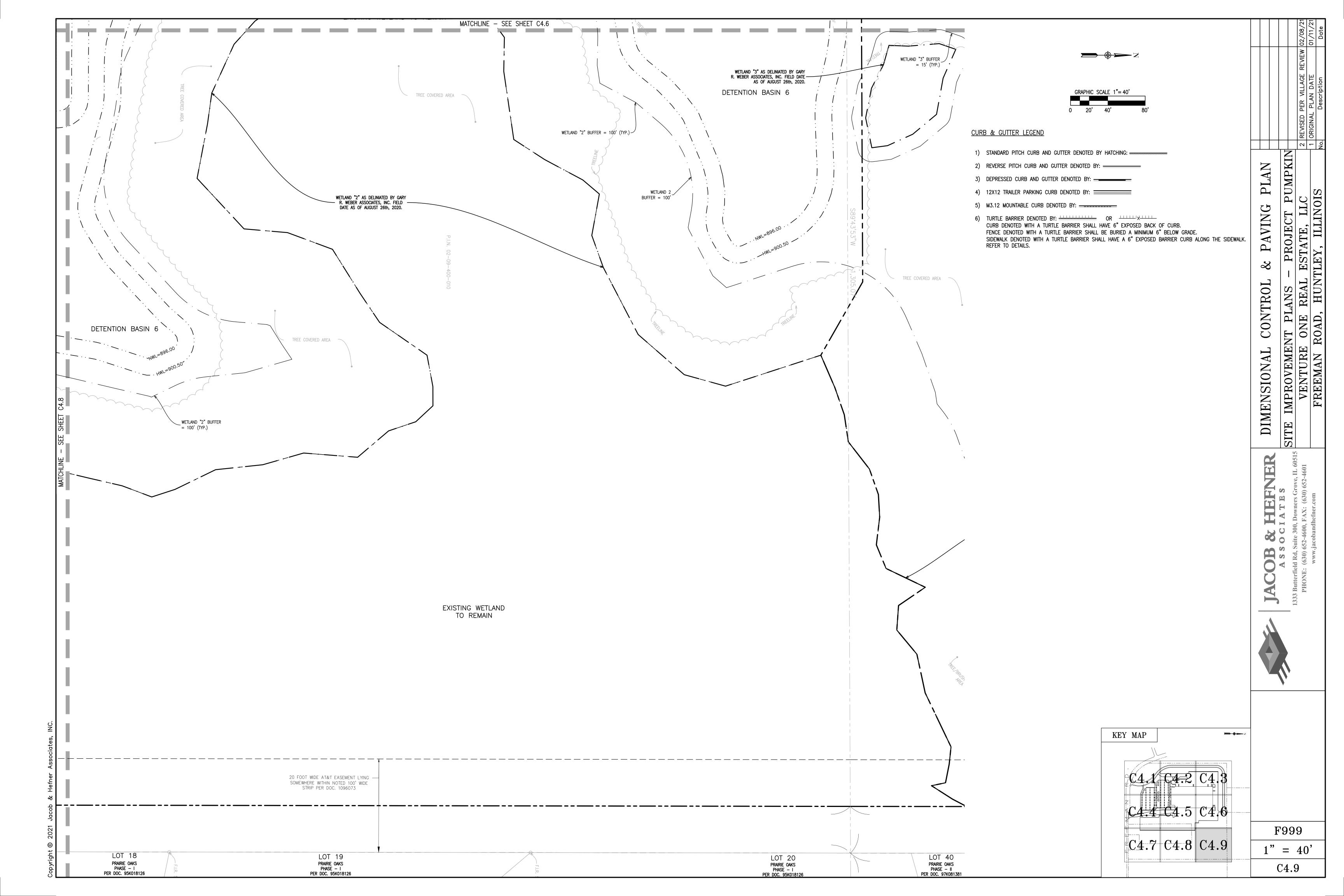


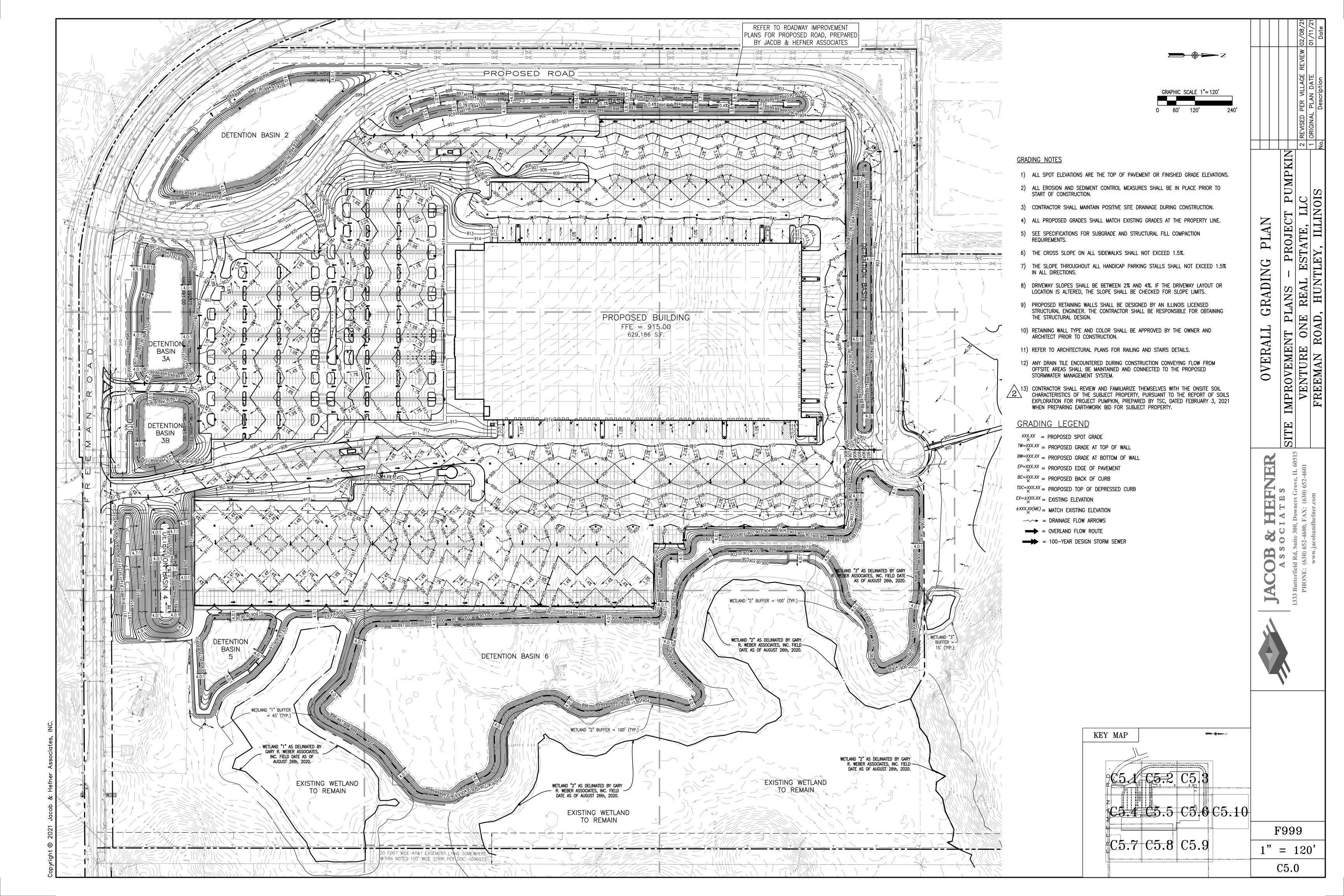


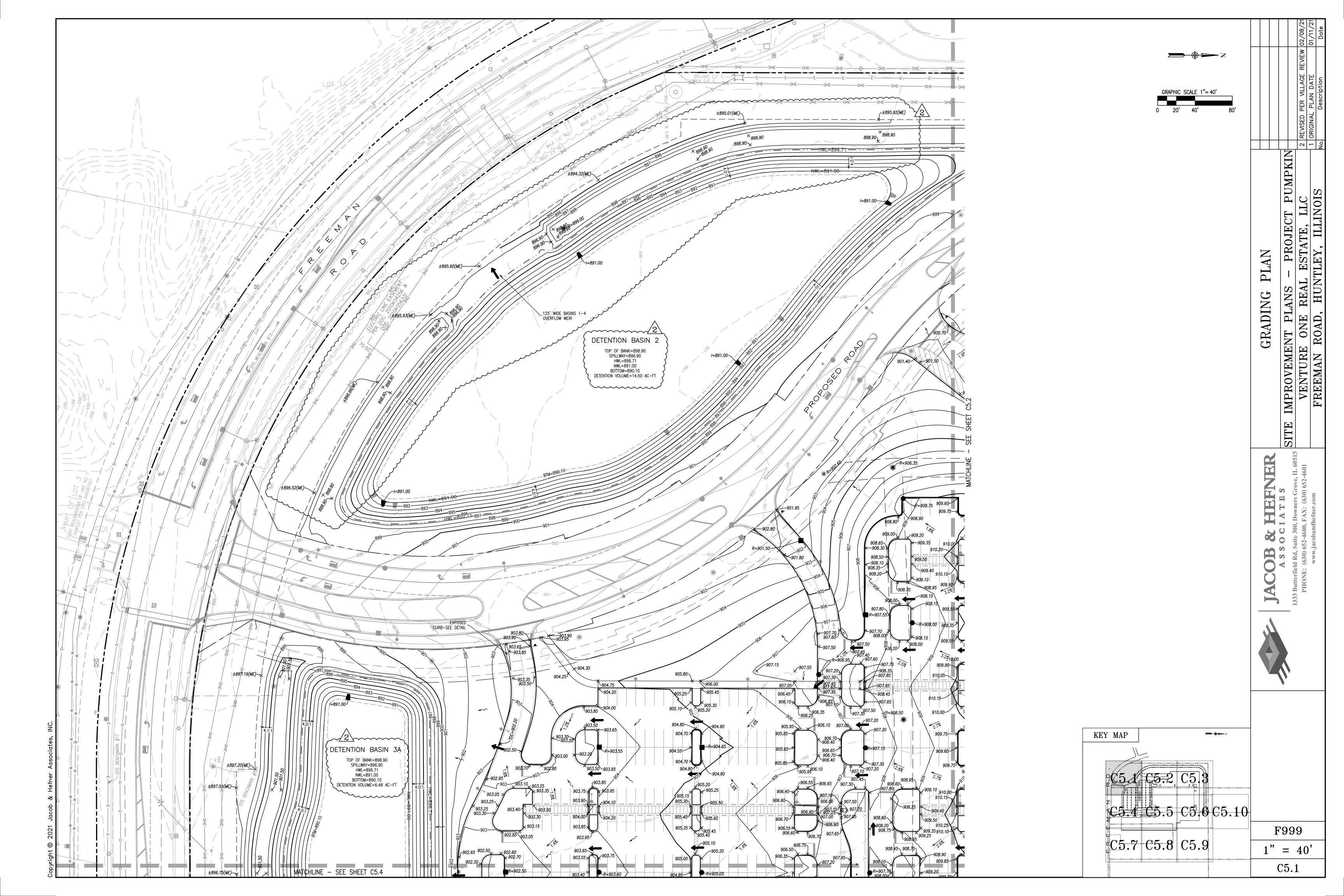


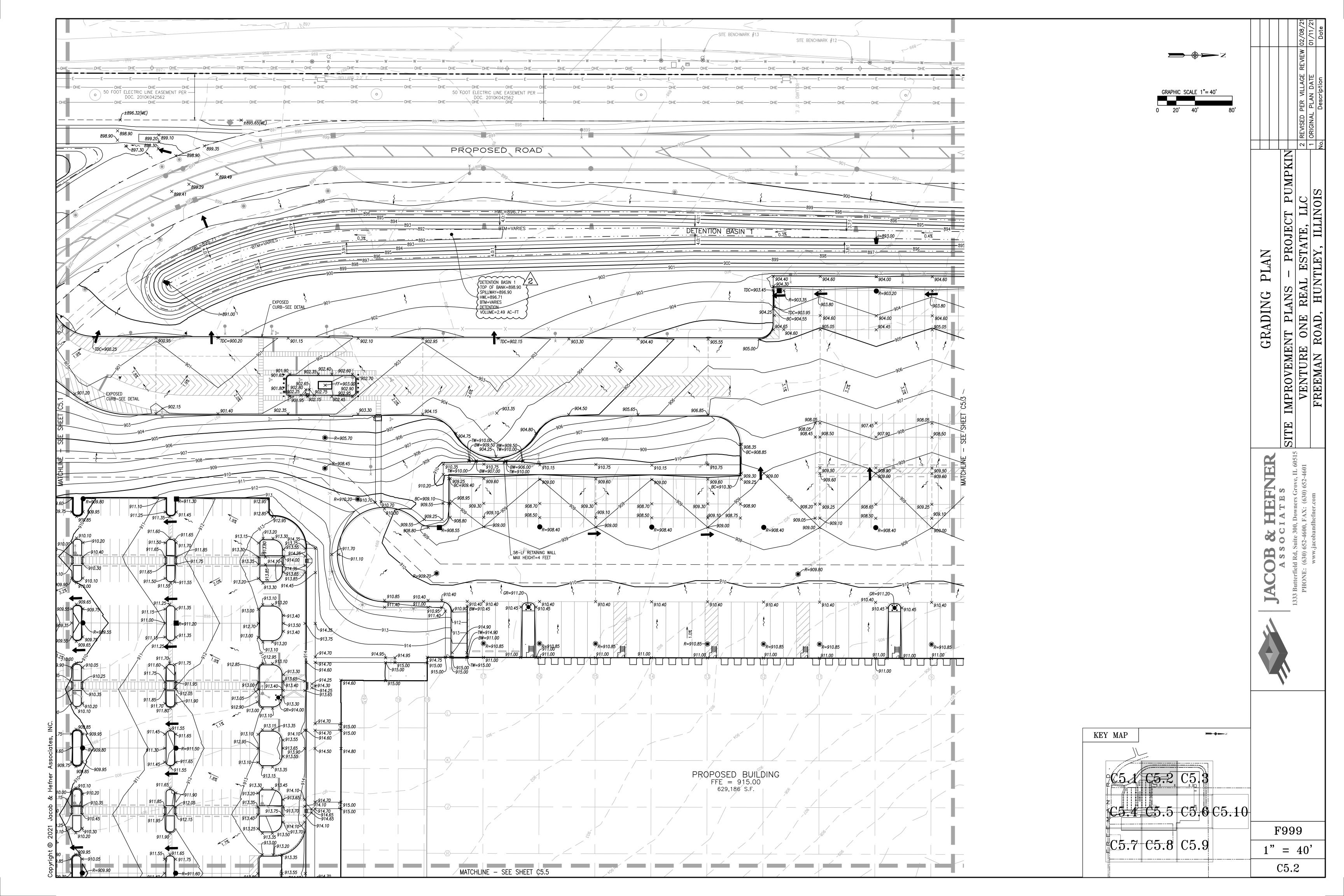


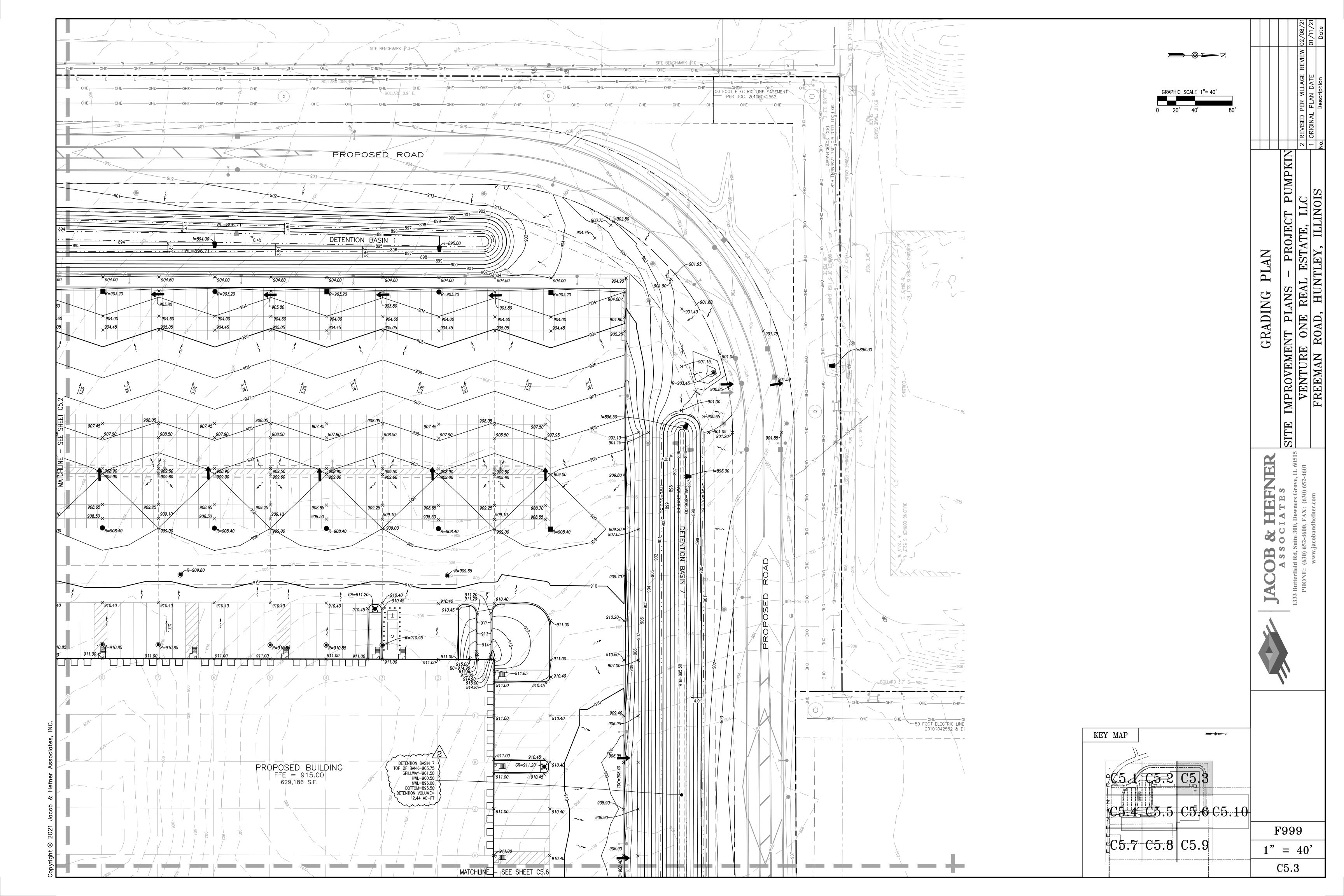


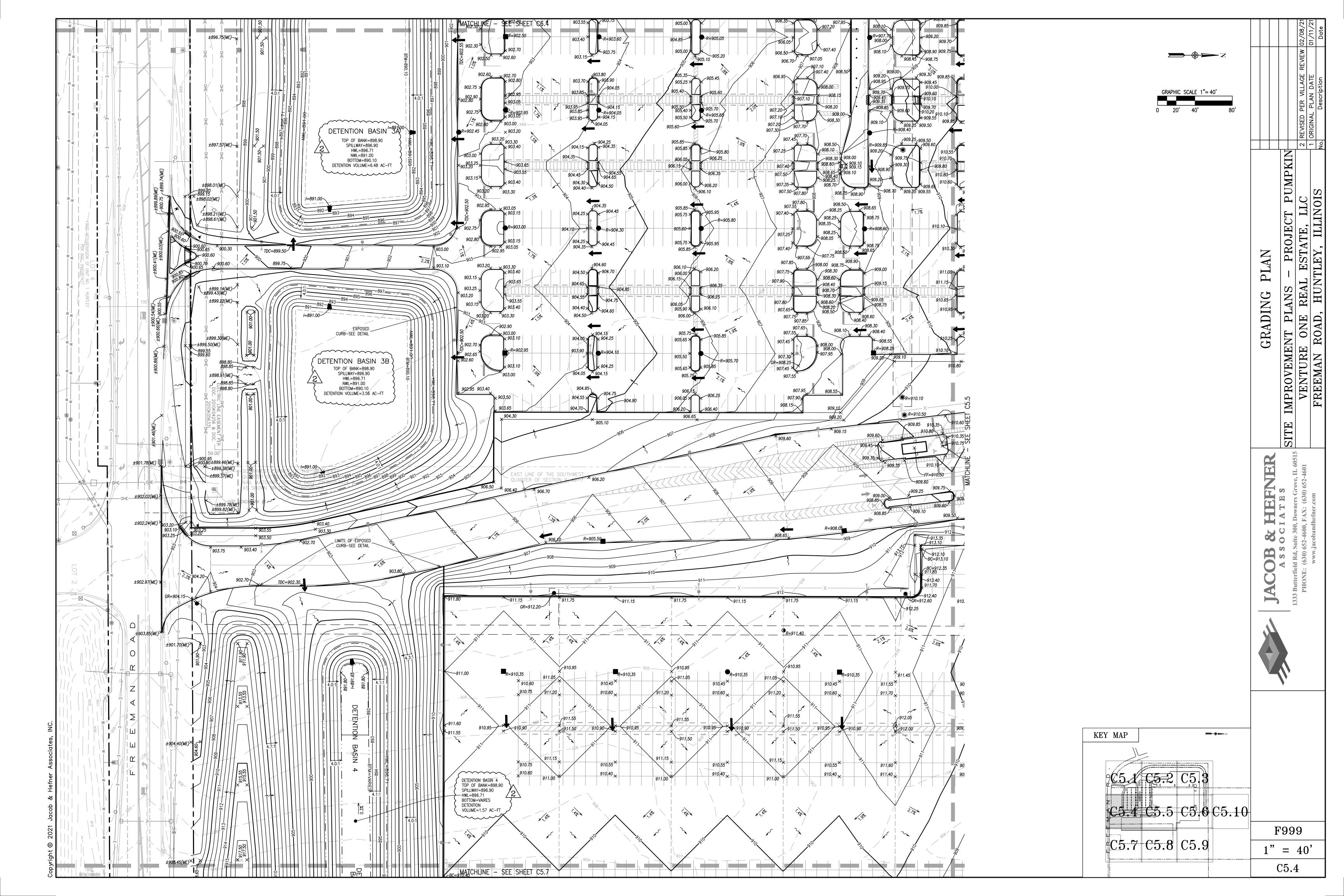


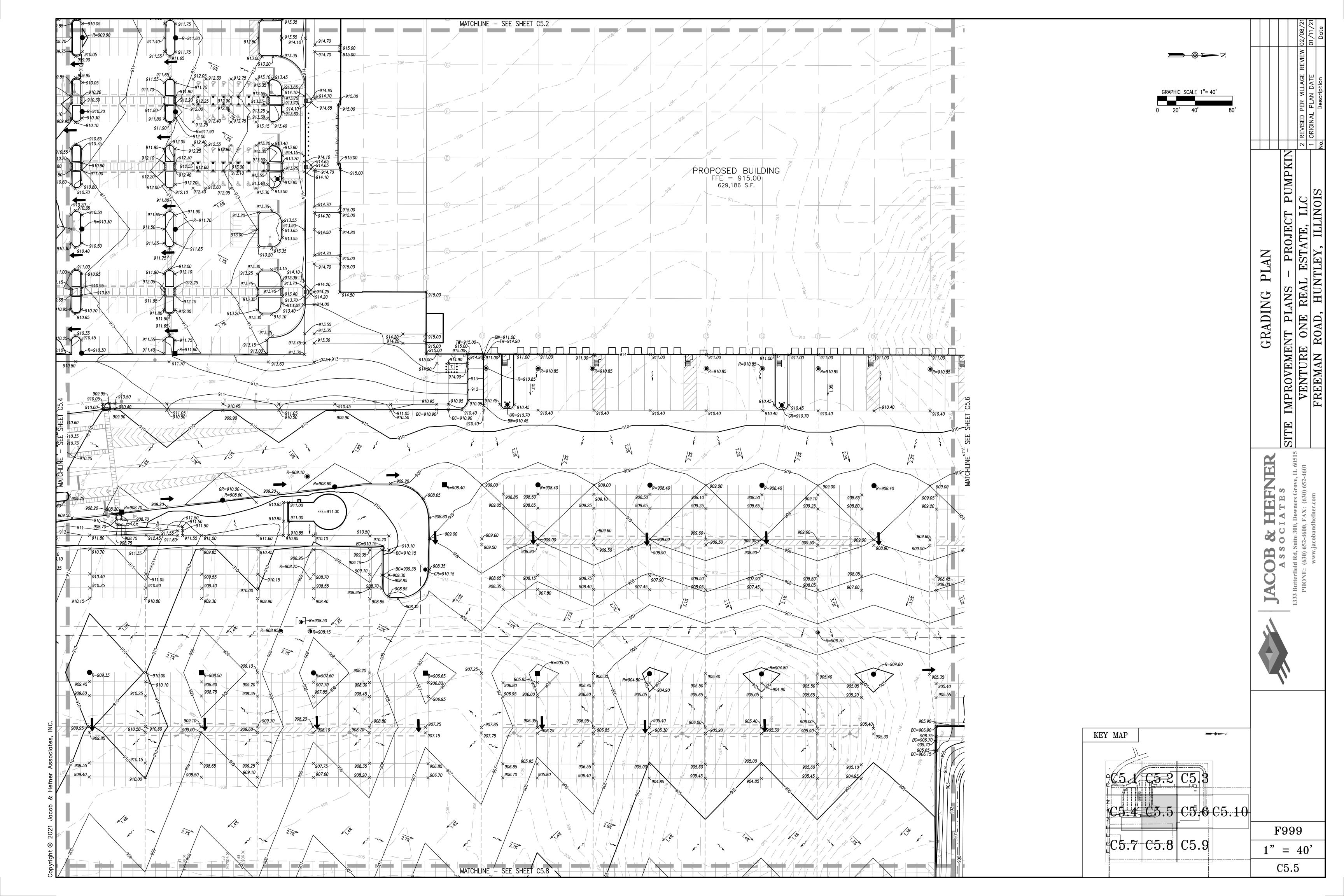


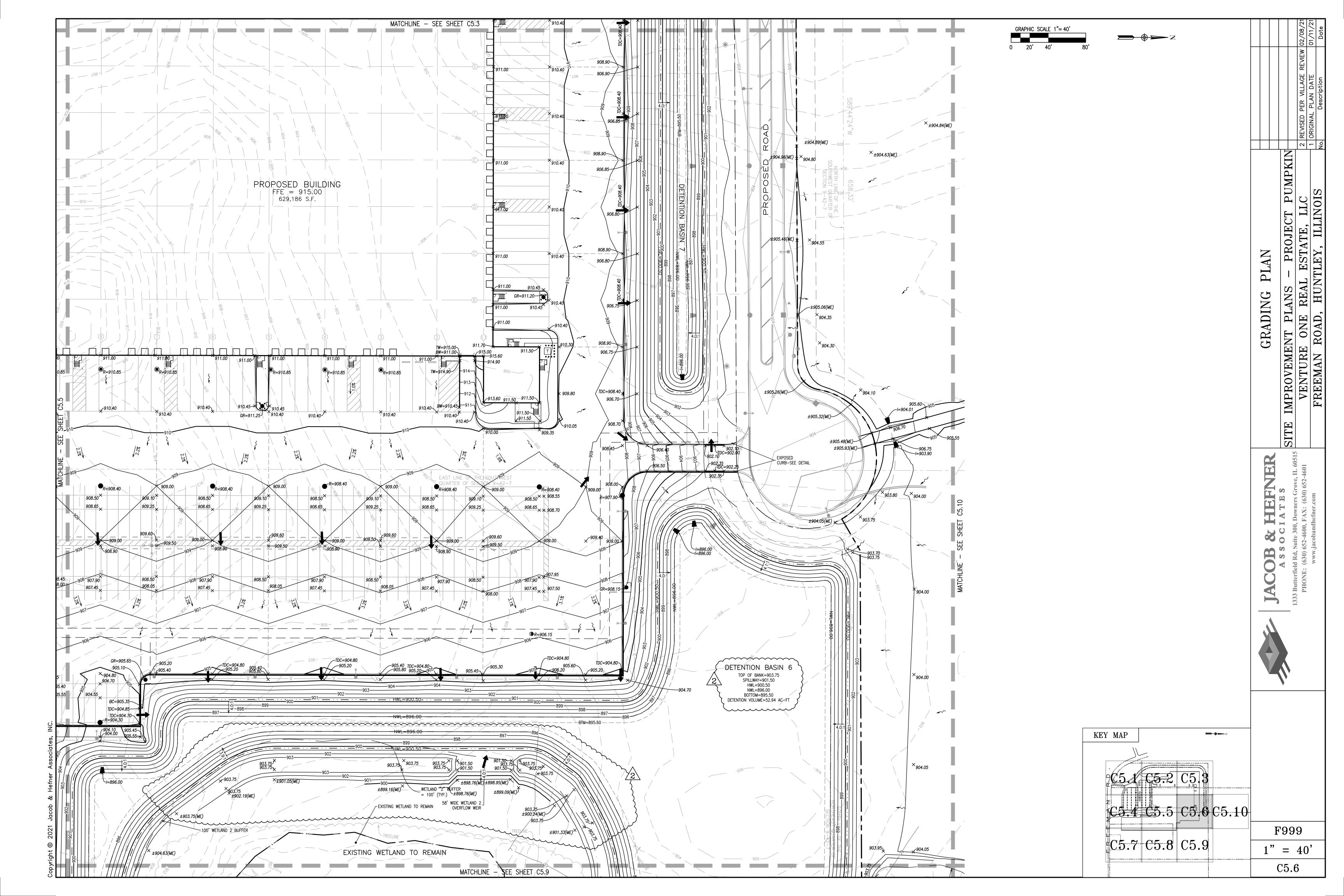


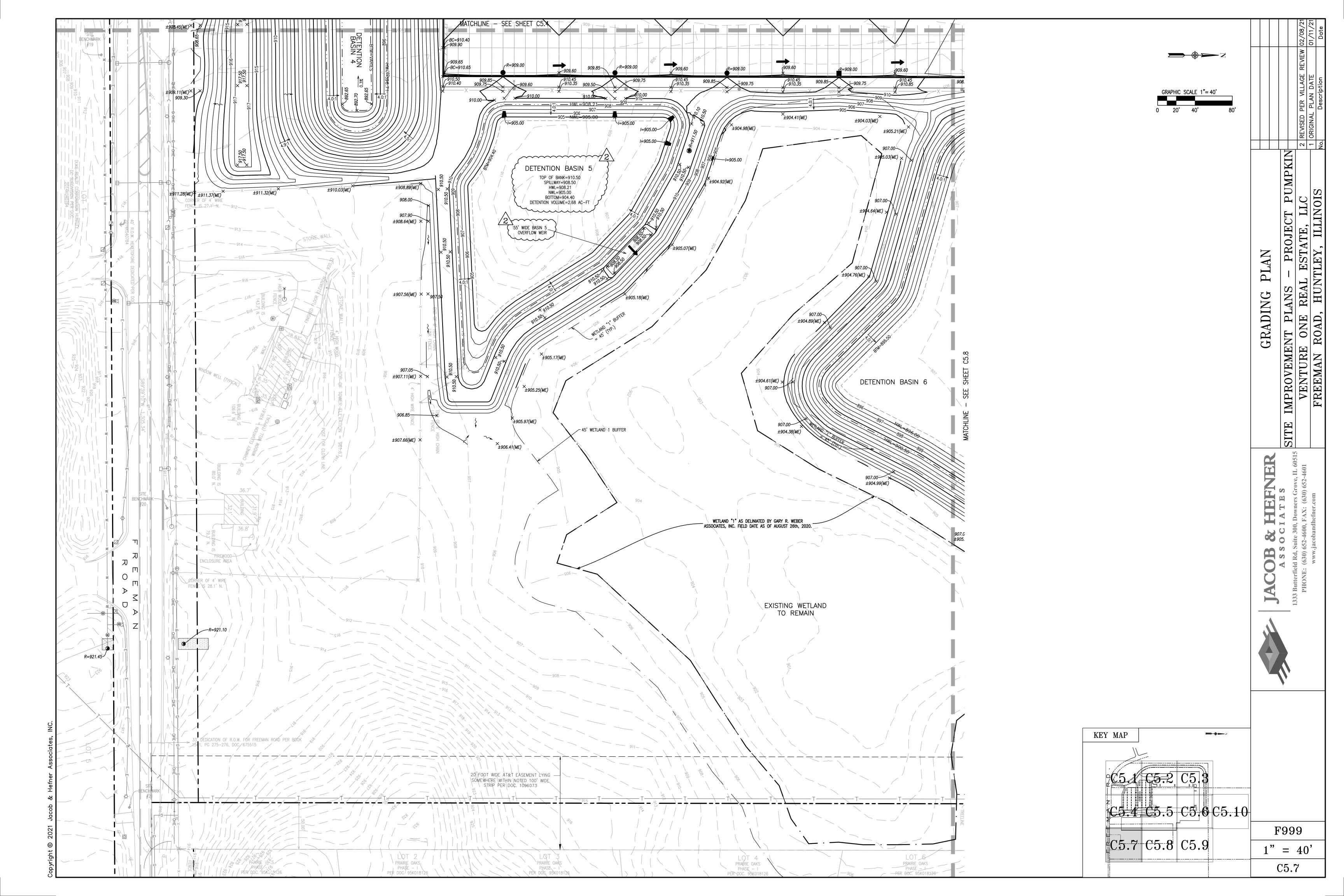


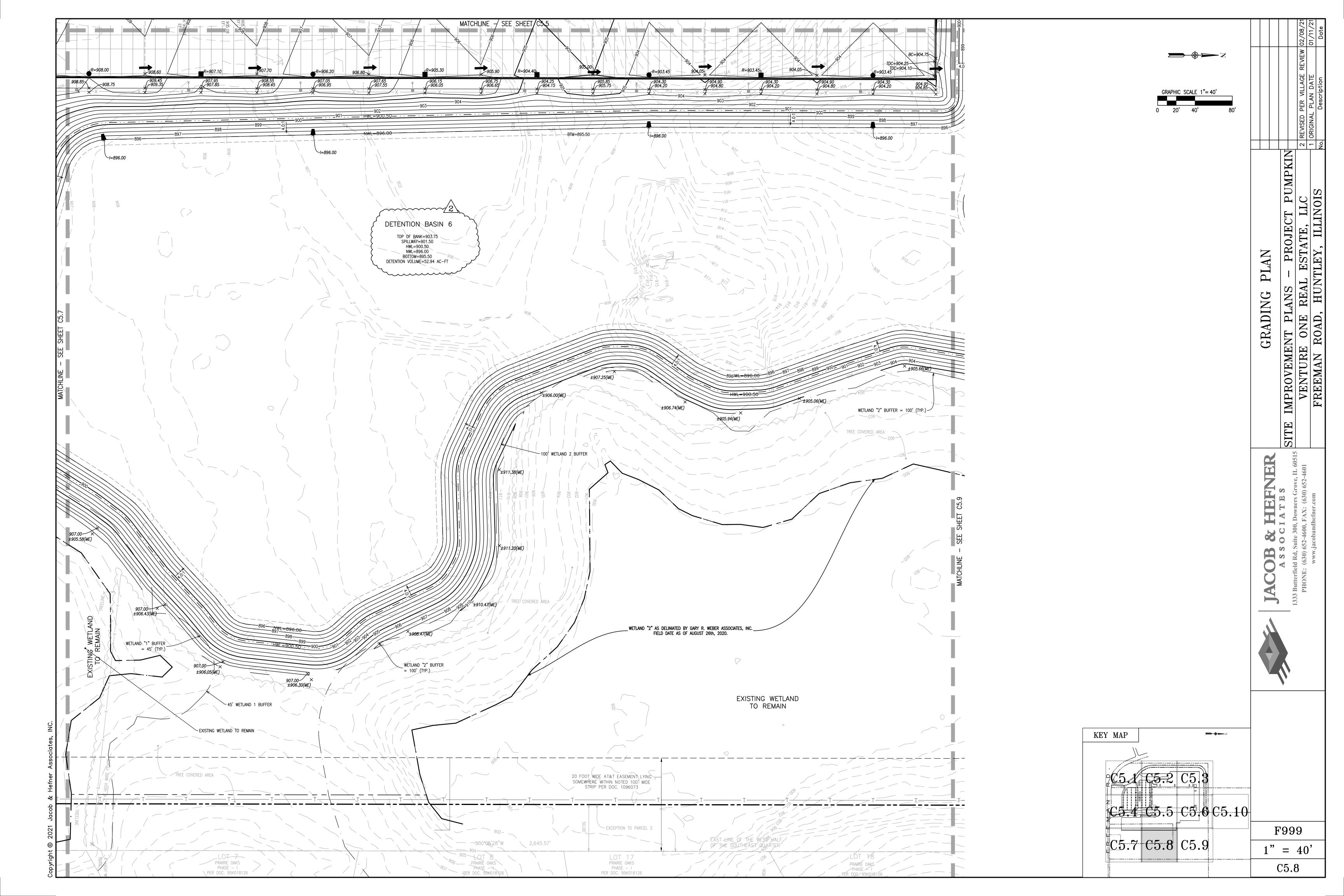


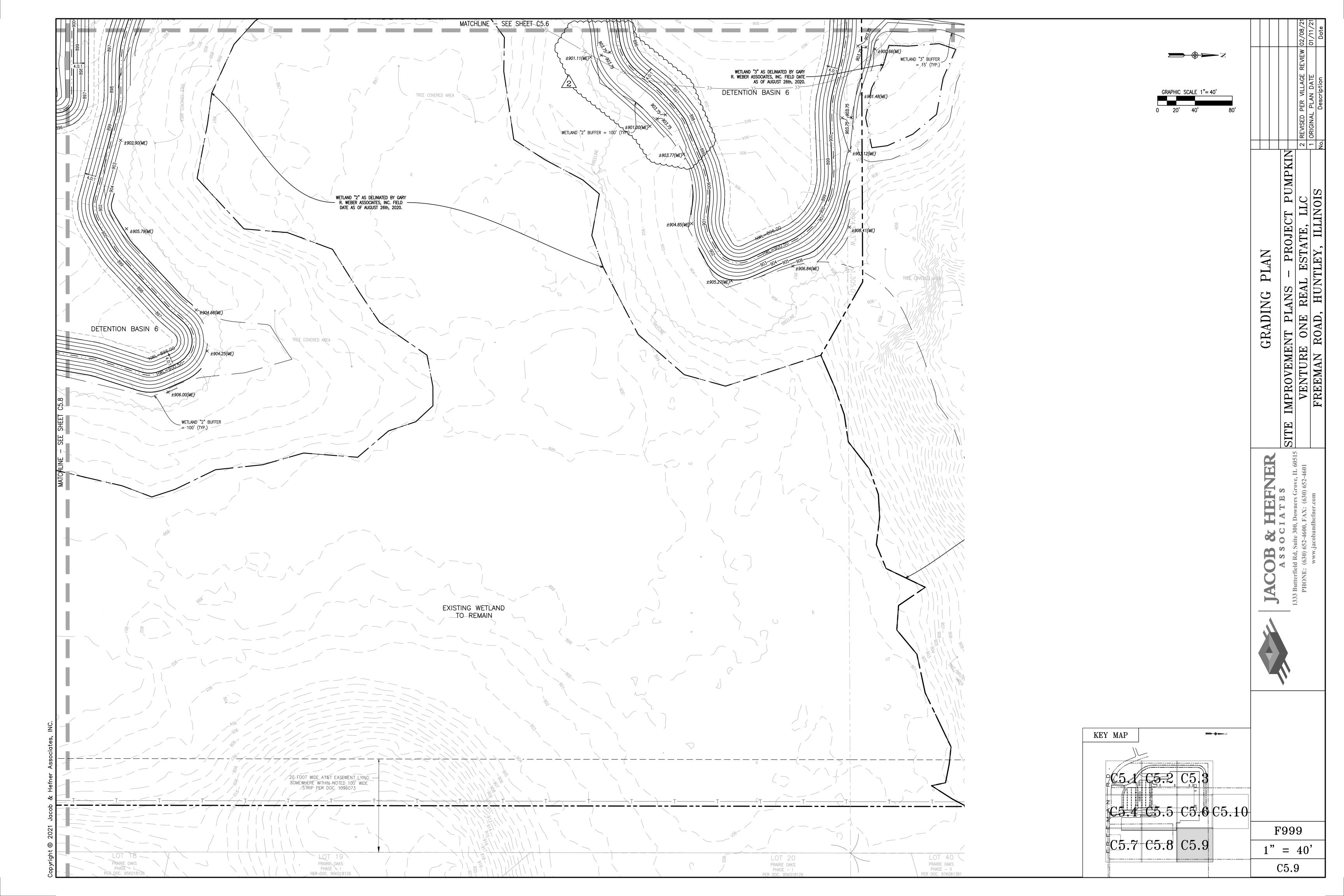


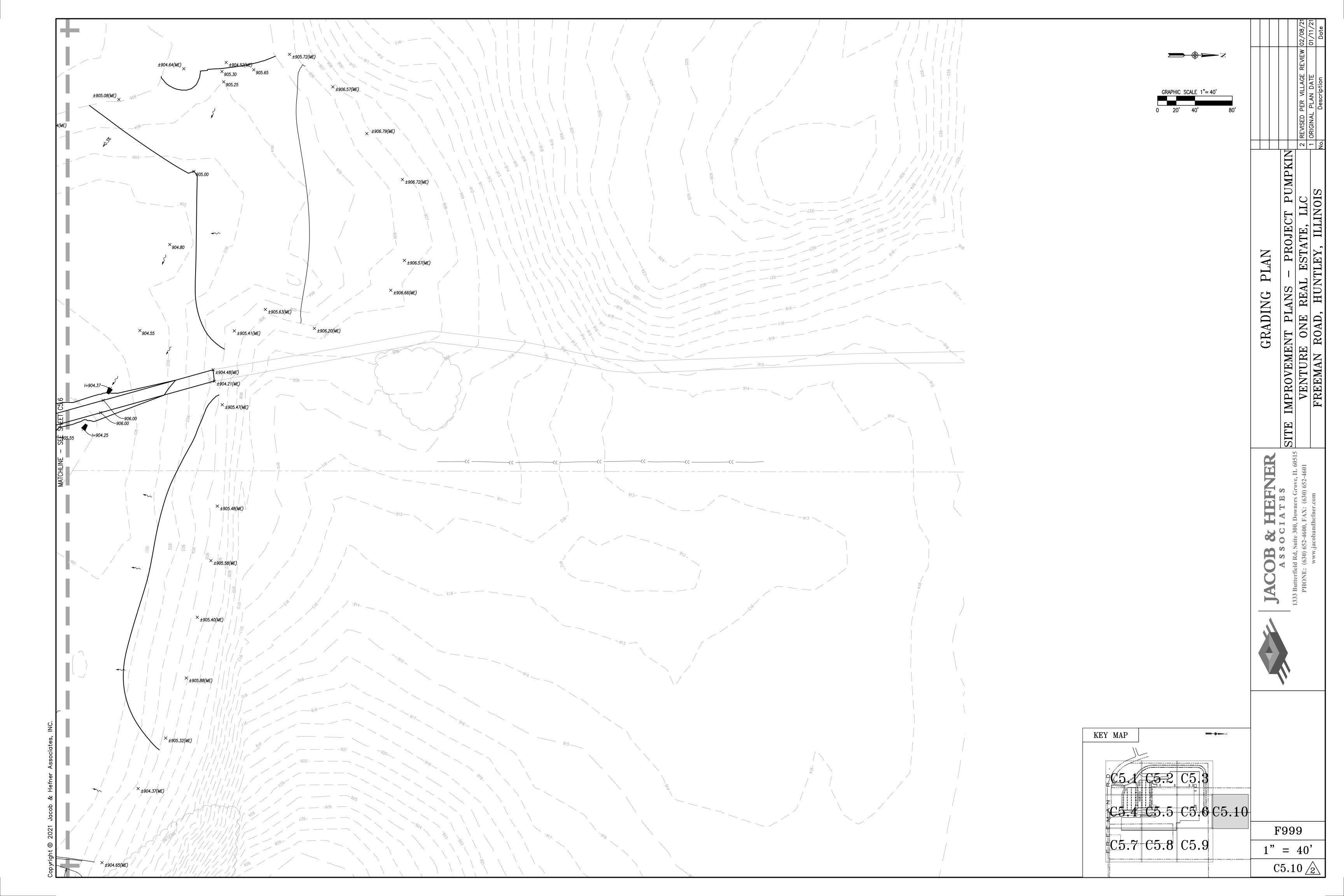


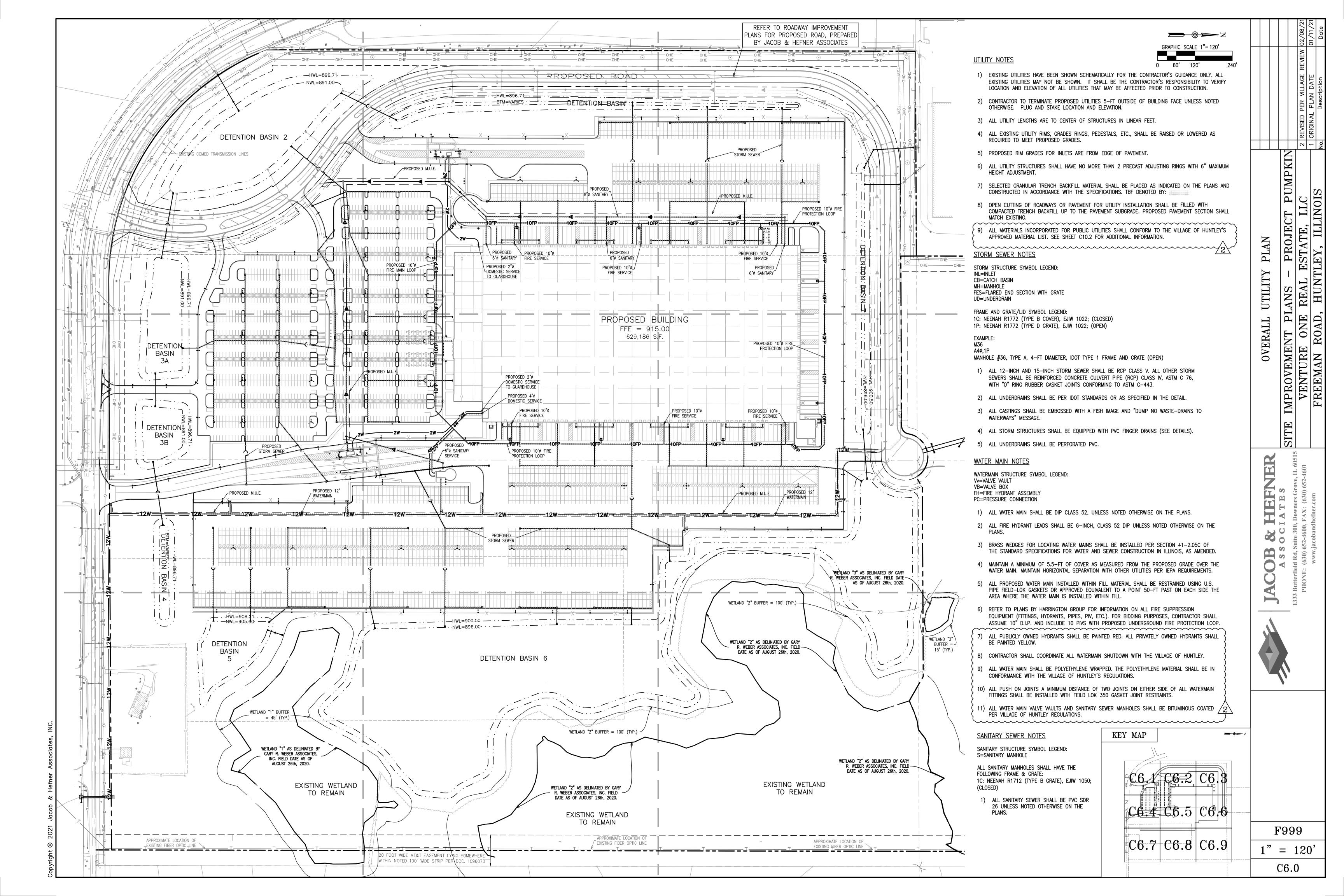


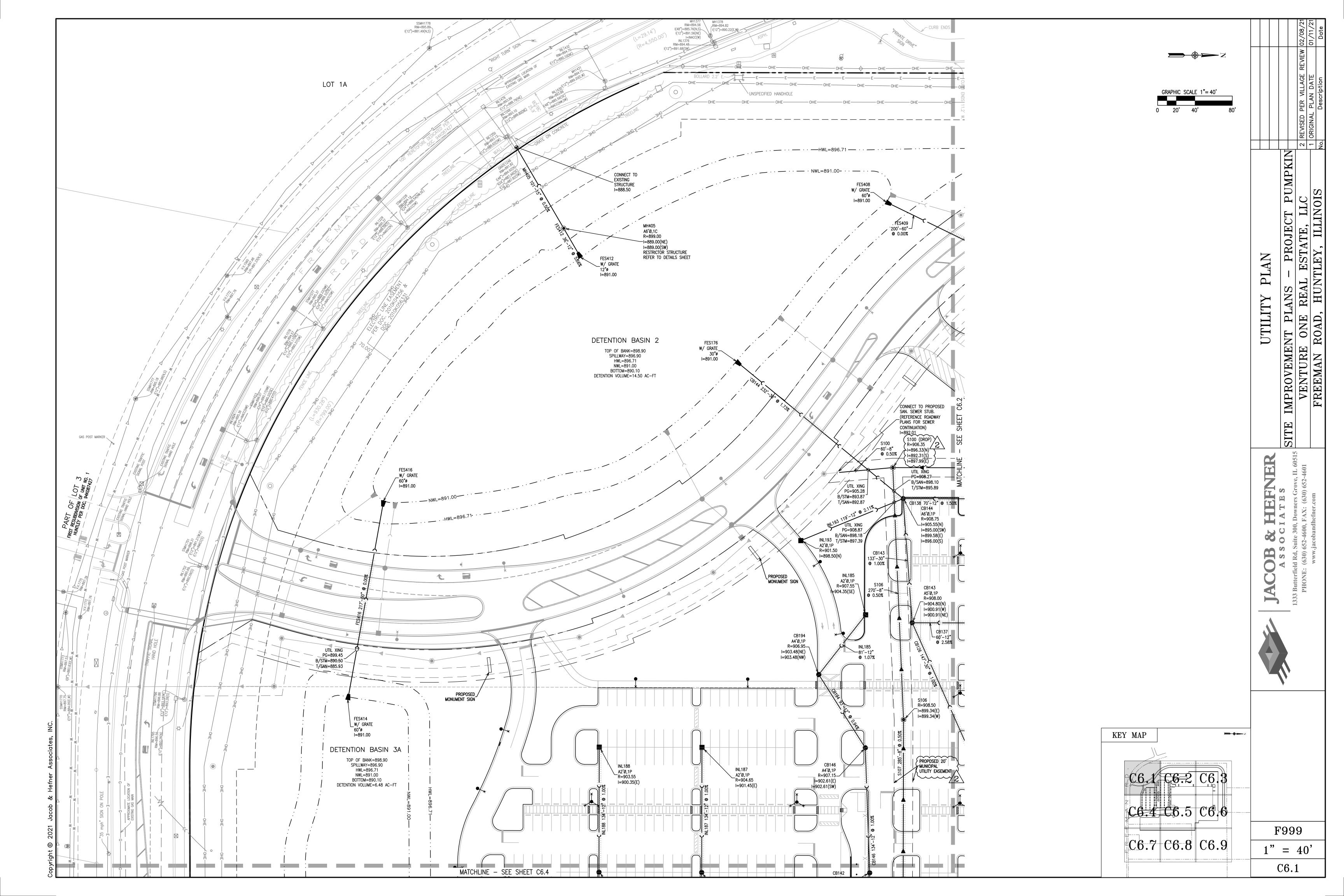


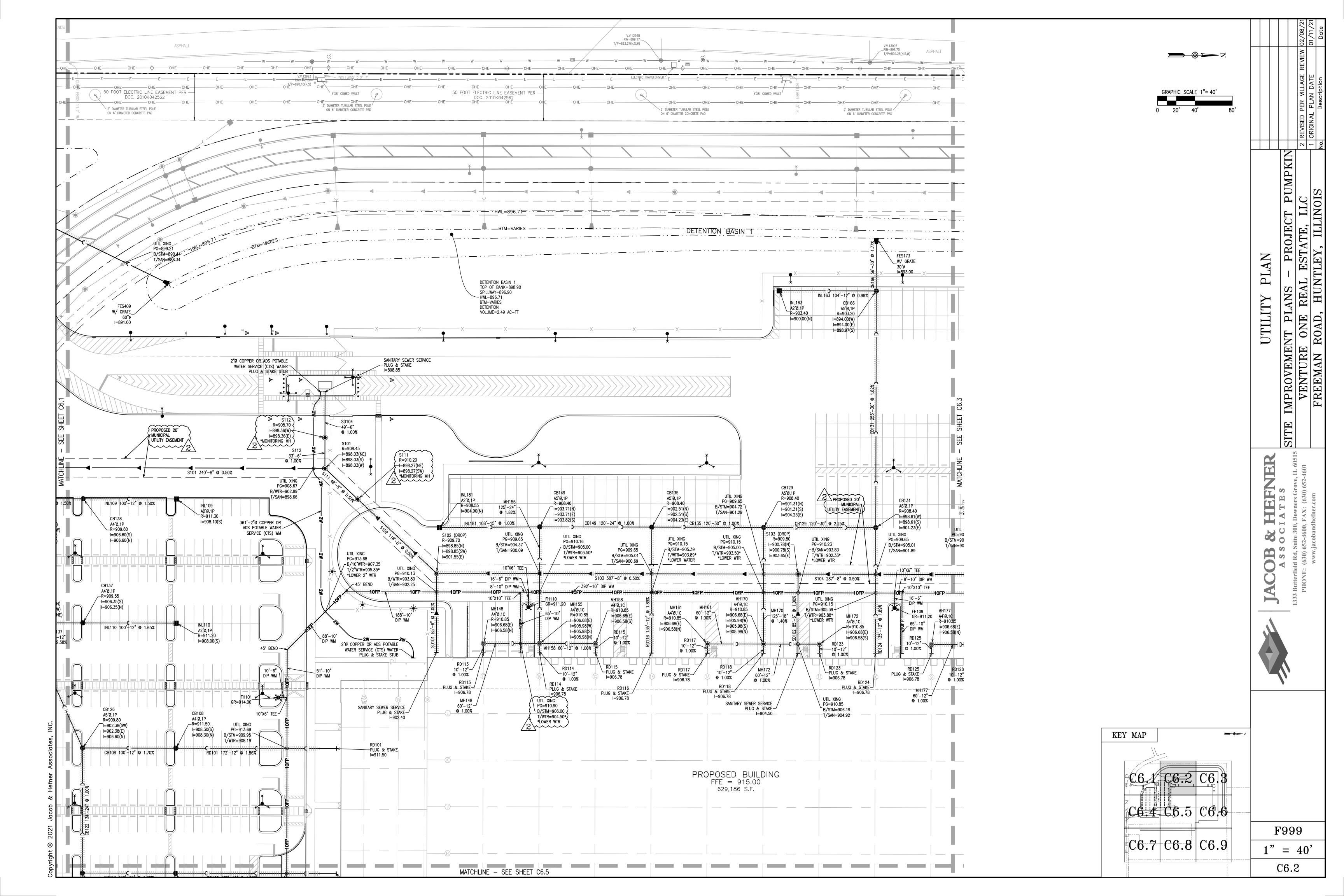


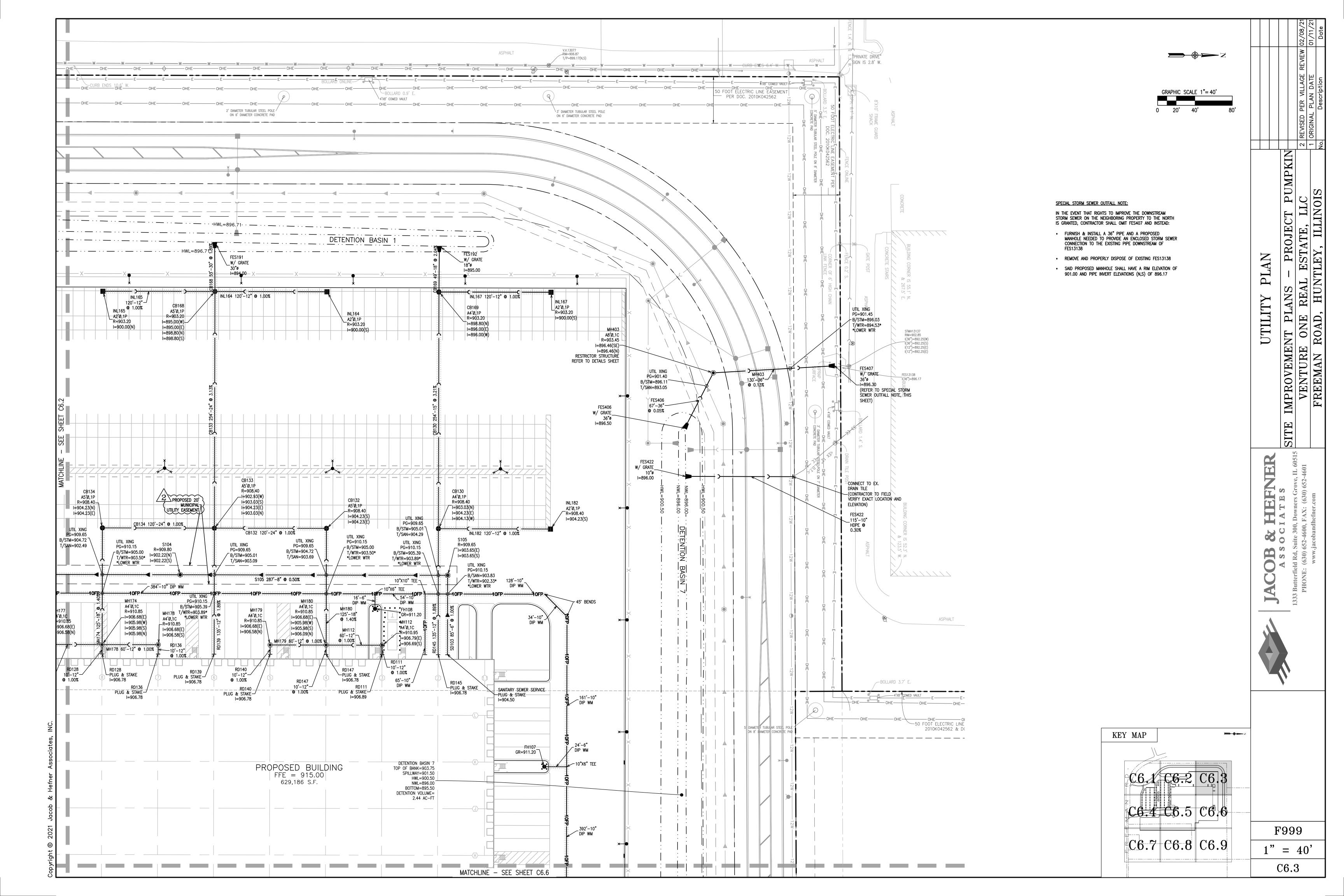


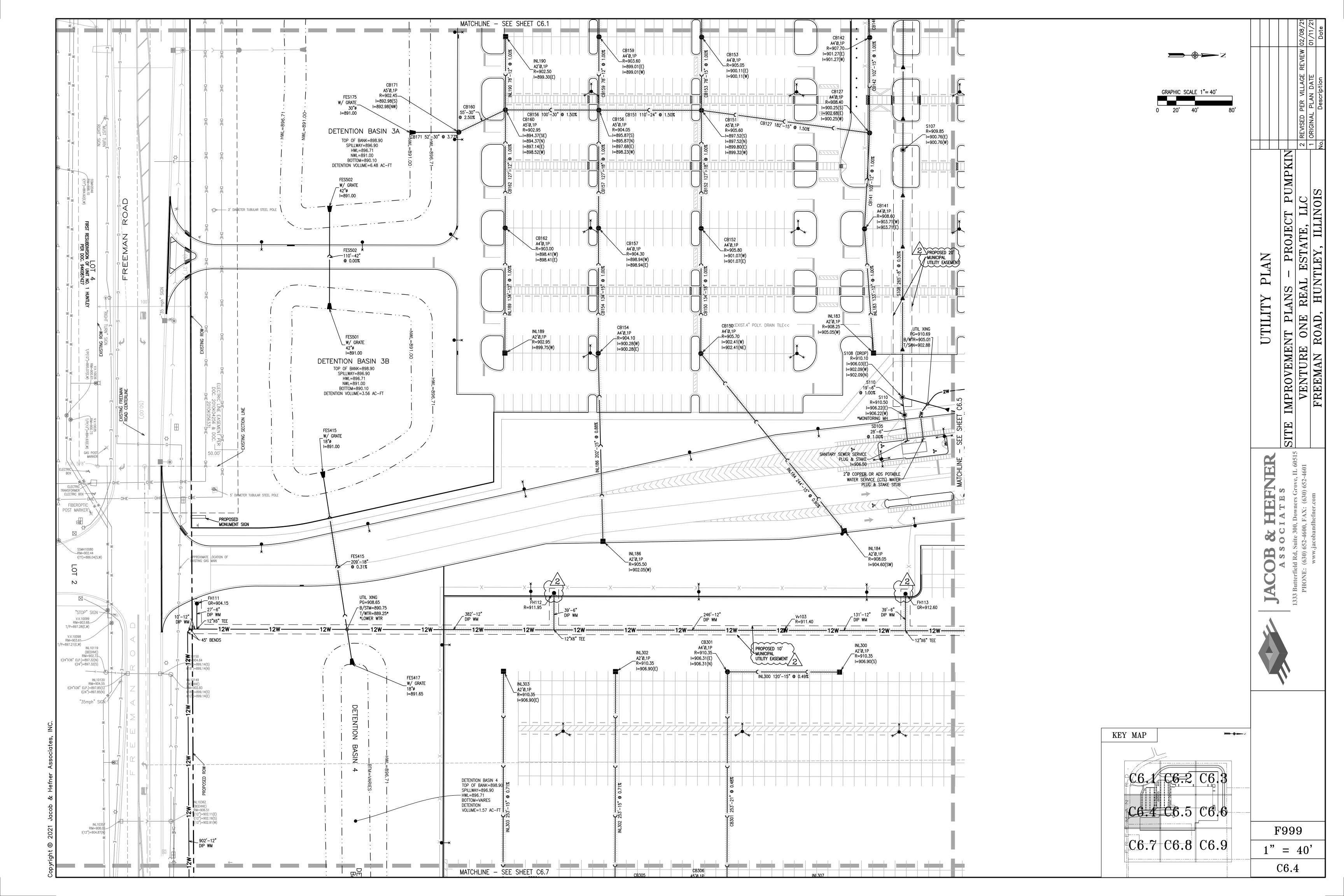


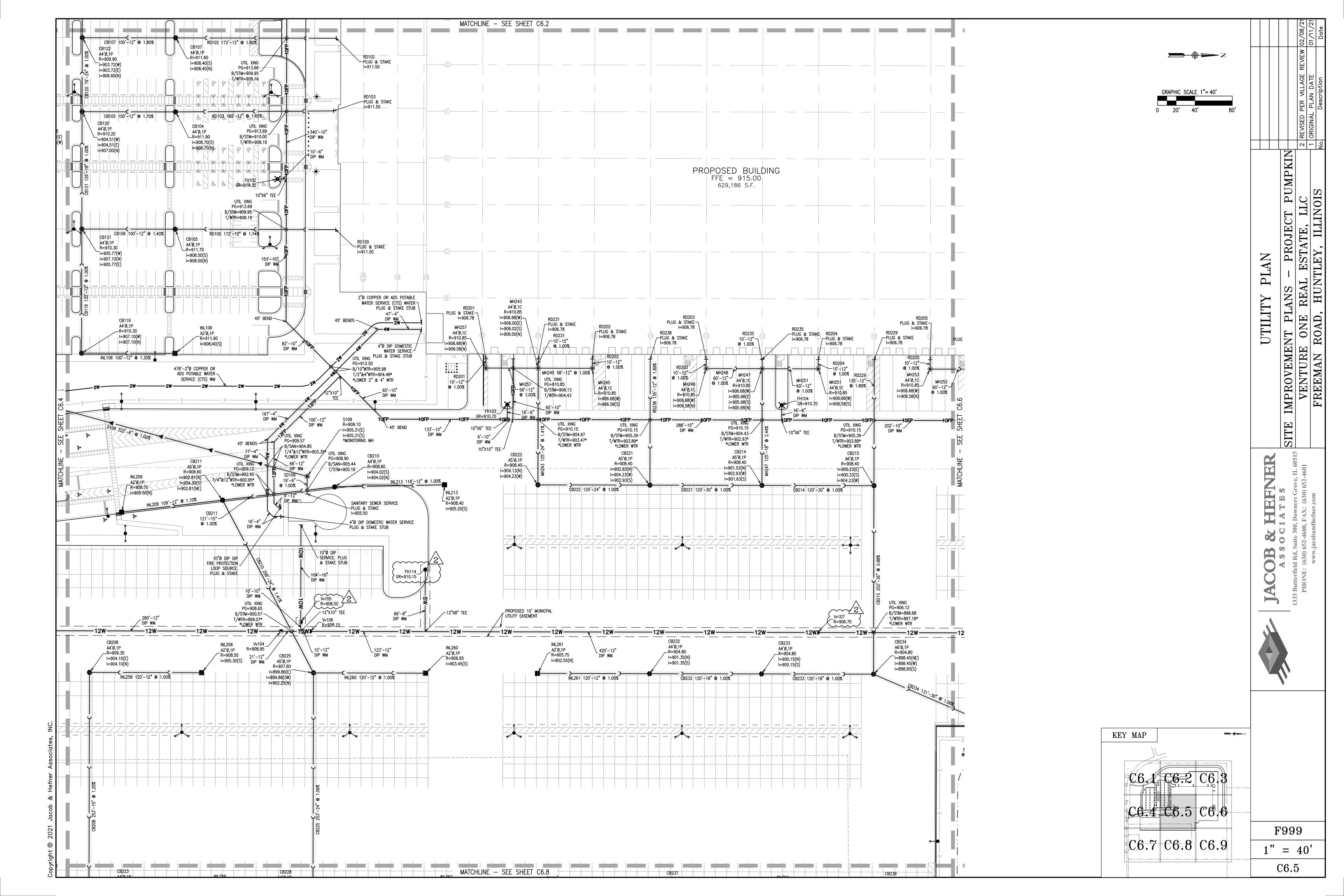


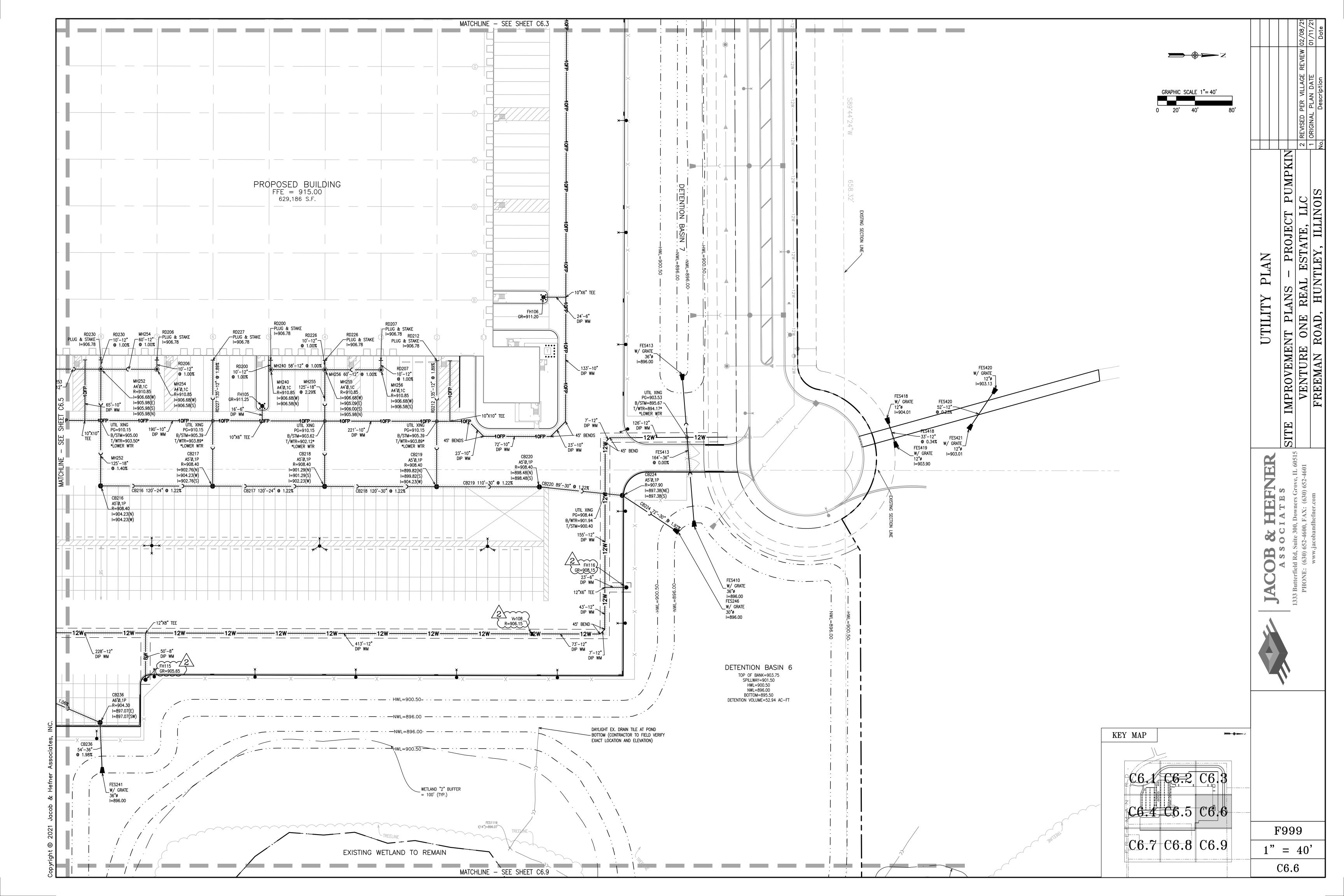


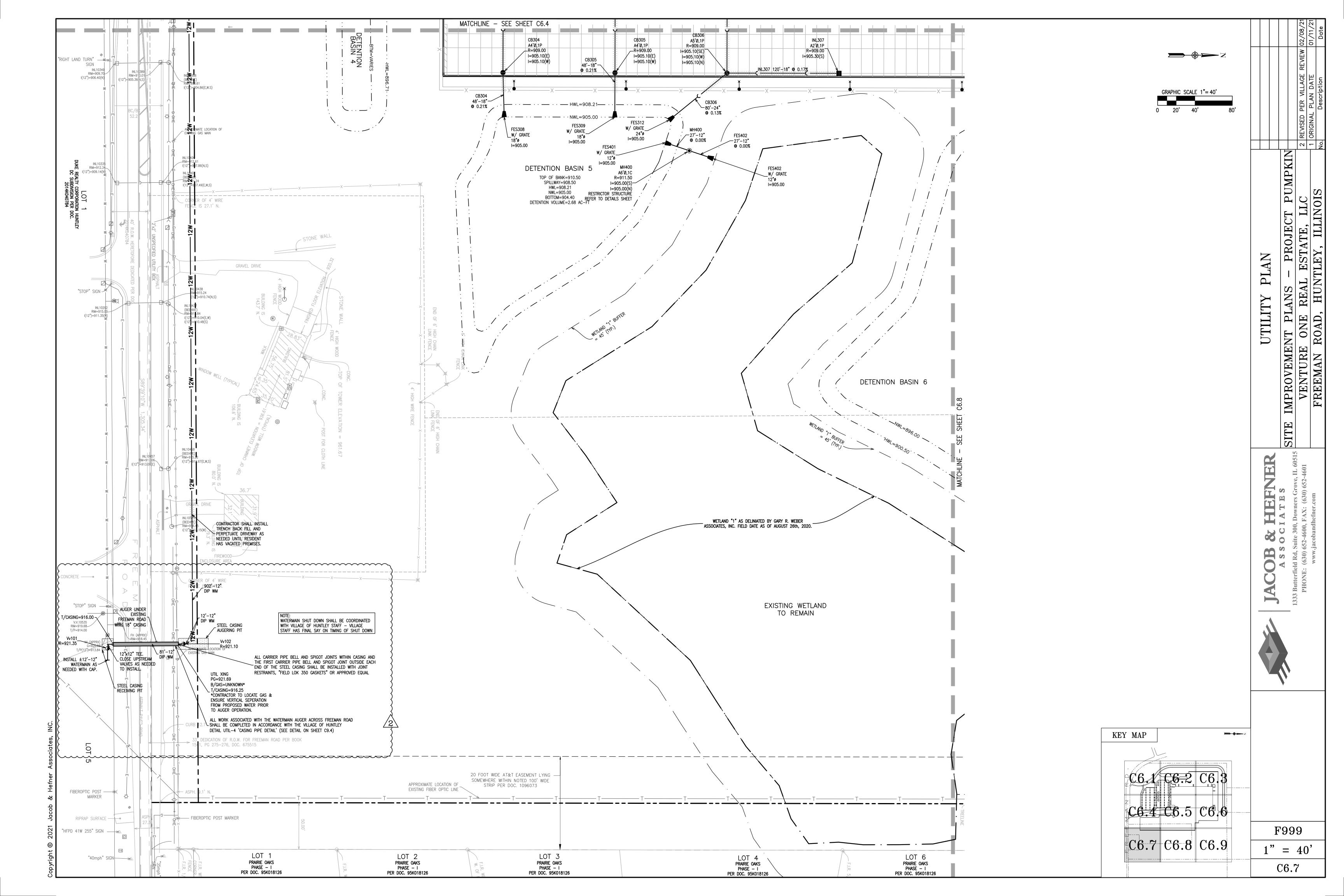


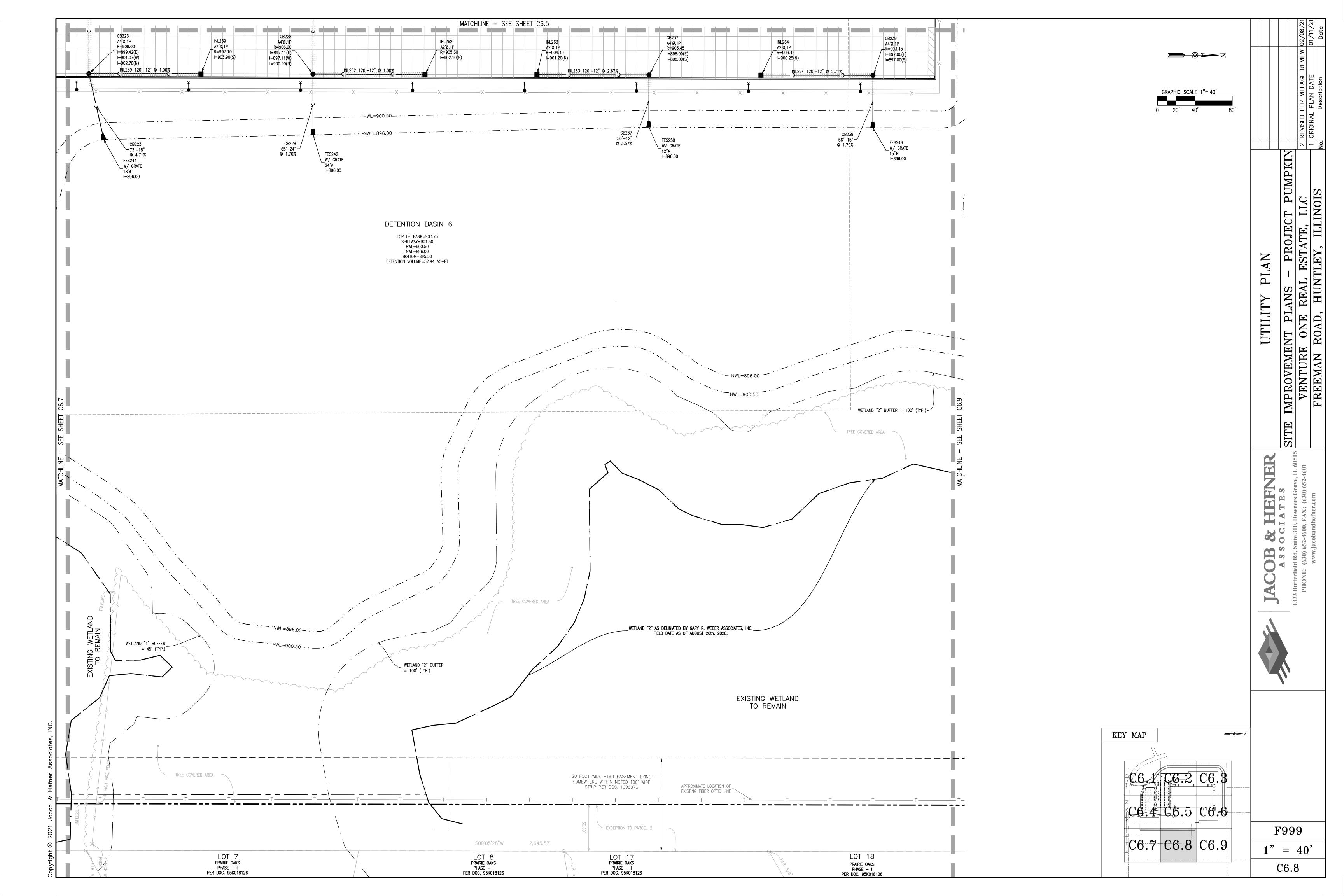


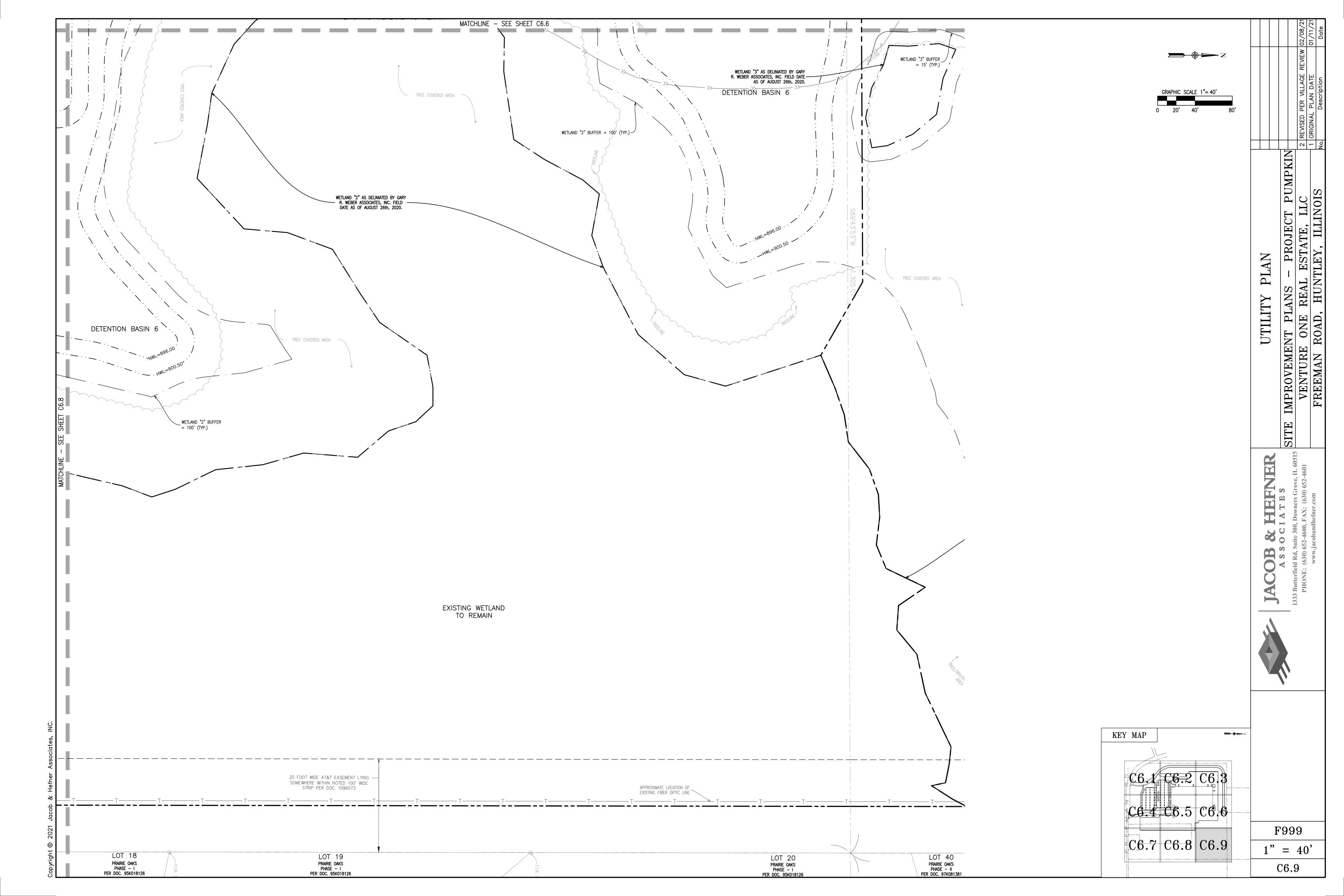














TRAFFIC IMPACT STUDY

Project Pumpkin - Huntley, Illinois

February 08, 2021

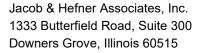






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01. Introduction

Sam Schwartz Consulting (Sam Schwartz) was retained by Jacob & Hefner Associates to conduct a traffic impact study for a proposed industrial development in Huntley, Illinois. The subject site is located on the north side of Freeman Road east of Illinois Route 47 (IL 47) and is currently used for agricultural purposes. An aerial view of the existing study area can be seen in *Figure 1*.

As proposed, the southern portion of the subject site would be developed as an approximate 650,000 square-foot industrial building that would operate as a fulfillment/receive center. Two additional industrial use buildings totaling approximately 1.7 million square feet of gross floor area were assumed for the purposes of this study in accordance with the site master plan. These two buildings on the northern portion of the site are speculative in nature and assumed to operate as storage and distribution facilities. Site access would be provided to Freeman Road via a new roadway and two proposed access driveways, labeled as "New Road", Access 1, and Access 2 for the purposes of this study. The proposed New Road would align opposite Factory Shops Boulevard approximately one half-mile east of Freeman Road's intersection with IL 47, providing full access to the site. Access 1 would align opposite the existing Weber Truck Access approximately 920 feet east of New Road, and is envisioned as an inbound-only truck driveway. Access 2 would be located between New Road and Access 1—approximately 590 feet east of New Road and 330 feet west of Access 1—and is envisioned as a right-in/right-out driveway providing passenger vehicle access to the building located on the southern portion of the site.

The following report documents Sam Schwartz's methodology regarding data collection, traffic forecasting, and analyses performed for this study. As a key influencing element of this study, it must be noted that the current COVID-19 pandemic and resulting state of emergency in the United States has resulted in widespread work-from-home arrangements and significant changes to daily commuting behaviors. Traffic volumes throughout the region continue to be reduced, resulting in the need to consider adjusting field-collected turning movement counts to reflect levels consistent with historic averages. Details of the field data collection process and subsequent adjustments are included in this report, providing a baseline from which existing and future traffic operations were evaluated. Recommended improvements are documented to mitigate anticipated traffic-related impacts resulting from the proposed development and to improve the functionality of the local transportation system.





Figure 1
Site Location Map



02. Existing Conditions

Sam Schwartz conducted a field visit to collect relevant information pertaining to the site, the surrounding street network, traffic volumes, traffic controls, lane geometry, and infrastructure at the study intersections. Based on these characteristics, existing intersection capacity was evaluated to establish baseline operational conditions for the study area. This section of the report provides a description of these existing characteristics.

2.1. Area Land Use & Connectivity

Located along the north side of Freeman Road east of IL 47, the subject parcel is currently agricultural in use. Adjacent residential land is located to the immediate east of the site, while industrial and commercial uses are present to the immediate west and south of the site, including a Weber Grill Warehouse and the Huntley Automall to the south of Freeman Road, as well as a separate Weber Grill facility between the subject site and IL 47. The vacant Huntley Premium Outlets development is located directly south of the site between the Automall and Weber Grill parcels. To the north of the site, land uses are largely residential and belong primarily to the Village of Huntley, as well as the neighboring communities of Lakewood and Lake in the Hills.

The subject property currently fronts Freeman Road along the entirety of its southern frontage. Approximately one-half mile west of the site, Freeman Road intersects with IL 47, an Illinois Department of Transportation (IDOT) Strategic Regional Arterial (SRA) and Class II truck route that provides regional connectivity to the north and south. Approximately one-quarter mile south of Freeman Road, IL 47 intersects Interstate 90 (I-90) at a full-access, partial cloverleaf interchange.

2.2. Existing Street Characteristics

Field data collection was performed along the primary study roadways of IL 47, Del Webb Boulevard/Oak Creek Parkway, Jim Dhamer Drive/Freeman Road, the Interstate 90 interchange ramps, and the access driveways to the Weber Grill Warehouse south of Freeman Road. Descriptions of these roadways are provided below.

Illinois Route 47 is a north-south multi-lane divided roadway that is designated as an SRA by IDOT. The SRA system is designed to promote throughput on regionally significant corridors with the use of such strategies as access management and limited signalization. At its signalized intersection with Del Webb Boulevard and Oak Creek Parkway, IL 47 provides a dedicated left-turn lane, two dedicated through lanes, and a dedicated right-turn lane on both its north and southbound approaches. At its signalized intersection with Jim Dhamer Drive and Freeman Road, IL 47 provides dual left-turn lanes, three dedicated through lanes, and a dedicated right-turn lane on its southbound approach. On the northbound approach, dual left-turn lanes, four dedicated through lanes, and a dedicated right-turn lane are provided. At its signalized intersection with the I-90 West ramp junction, IL 47 provides two dedicated through lanes and a dedicated right-turn lane on its southbound approach, and dual left-turn lanes and two dedicated through lanes on its northbound approach. Approximately 300 feet south of this intersection, IL 47 intersects with the westbound to southbound I-90 loop ramp and widens to four lanes. Approximately 800 feet further south, IL 47 provides access to eastbound I-90 via a second loop ramp (which is accessed via a shared through/right-turn lane). At its signalized intersection with the I-90 eastbound off-ramp, IL 47 provides four travel lanes in the southbound direction, three travel lanes in the northbound direction, and



no dedicated turning lanes (the ramp at this location is exit-only). Additionally, a free-flow on-ramp to eastbound I-90 diverges from northbound IL 47 approximately 400 feet south of the eastbound off-ramp, providing a dedicated right-turn lane. A 45 MPH speed limit sign is posted on IL 47.

Del Webb Boulevard is an east-west, four-lane Major Collector that terminates at IL 47 approximately 3,000 feet north of Freeman Road's intersection with IL 47, forming the west leg of the intersection. To the west of IL 47, Del Webb Boulevard provides access to Sun City Huntley. At its signalized intersection with IL 47, Del Webb Boulevard provides a dedicated left-turn lane, a dedicated through lane, and a dedicated right-turn lane, plus two receiving lanes on its eastbound approach. A 35 MPH speed limit is posted, and Del Webb Boulevard is under the jurisdiction of the Village of Huntley.

Oak Creek Parkway is an east-west, two-lane Local Road that terminates at IL 47, aligning opposite Del Webb Boulevard. Oak Creek Parkway extends approximately 1,300 feet to the east of IL 47, providing access to several commercial developments and a Weber Grill warehousing facility. At its signalized intersection with IL 47, Oak Creek Parkway provides a dedicated left-turn lane, a shared through/right-turn lane, and a single receiving lane on its westbound approach. A 30 MPH speed limit is posted on Oak Creek Parkway, which is under the jurisdiction of the Village of Huntley.

Jim Dhamer Drive is an east-west, four-lane local road that intersects IL 47 opposite Freeman Road. At its signalized intersection with IL 47, Jim Dhamer Drive provides dual left-turn lanes, two dedicated through lanes, and a dedicated right-turn lane on its eastbound approach. Jim Dhamer Drive has a posted speed limit of 35 MPH and is under the jurisdiction of the Village of Huntley.

Freeman Road is an east-west Minor Collector that runs along the south frontage of the subject site. At its west end, Freeman Road intersects IL 47 approximately 1,600 feet north of IL 47's intersection with the I-90 West ramp junction. Between IL 47 and the Weber Truck Access, Freeman Road provides a four-lane section. East of the Weber Truck Access, Freeman Road narrows to a three-lane section (one travel lane in each direction plus a shared left-turn lane). At its signalized intersection with IL 47, Freeman Road provides dual left-turn lanes, two dedicated through lanes, and a dedicated right-turn lane on its westbound approach. At its minor-leg stop-controlled intersection with Factory Shops Boulevard, Freeman Road provides two dedicated through lanes and a dedicated right-turn lane on its eastbound approach. On the westbound approach, a dedicated left-turn lane and two dedicated through lanes are provided. At both the Weber Truck Access and Weber Employee Access, Freeman Road provides a dedicated through lane and a dedicated right-turn lane on its eastbound approaches, and a dedicated left-turn lane and a dedicated through lane on its westbound approaches. At its unsignalized T intersection with Carriage Way Lane, Freeman Road provides a shared left/through lane on the eastbound approach and a shared through/right-turn lane on the westbound approach. In the study area, Freeman Road has a posted speed limit of 35 MPH and is under the jurisdiction of the Village of Huntley.

Factory Shops Boulevard is a private access driveway which served the Huntley Premium Outlets development on the south side of Freeman Road until it's demolition in 2018. With the closure of the outlet mall development, the traffic signal equipment at the intersection of Factory Shops Boulevard and Freeman Road has been turned off and bagged and a minor-leg stop controlled intersection is assumed. The northbound approach at this intersection provides dual left-turn lanes and a dedicated right-turn lane but has been barricaded to prevent traffic from accessing the vacant site to the south. A speed limit of 30 MPH was assumed on Factory Shops Boulevard for the purposes of this study.



The Weber Grill Warehouse development located east of the vacant Huntley Premium Outlets parcel provides three access driveways to Freeman Road, including a **Truck Access** and an **Employee Access**. The truck access is located approximately 920 feet east of Factory Shops Boulevard and provides a dedicated left-turn lane and a dedicated right-turn lane on its northbound approach. The employee access, located approximately 580 feet east of the truck access, provides a single shared left/right-turn lane on its northbound approach. Both driveways were assumed to have speed limits of 30 MPH for the purposes of this study.

Carriage Way Lane is a north-south, two-lane local road located approximately 500 feet from eastern site boundary. At its unsignalized T intersection with Freeman Road, the southbound approach of Carriage Way Lane provides a single shared left/right-turn lane and operates under minor-leg stop control. A 25 MPH speed limit is posted on Carriage Way Lane, which is under the jurisdiction of Rutland Township.

Interstate 90 meets IL 47 at a full-access interchange that was completed in 2013. This interchange is configured as a partial cloverleaf with signalized control at the westbound ramp junction (where the on-and off-ramps align opposite each other) and at the eastbound off-ramp junction. A single-lane, free-flow directional on-ramp is provided onto eastbound I-90 from northbound IL 47. Additionally, two westbound-to-southbound and southbound-to-eastbound single-lane loop ramps provide access to southbound IL 47 and eastbound I-90, respectively. At its signalized intersection with IL 47, the westbound off-ramp provides two westbound right-turn lanes. Signage at this approach restricts right-turn movements during red phases to the inside lane only. The eastbound off-ramp provides dual left-turn lanes and a dedicated right-turn lane. Posted advisory speeds of 30 MPH and 40 MPH are present on the westbound and eastbound off-ramps, respectively. The westbound-to-southbound loop ramp to IL 47 is posted at 25 MPH. All interchange ramps are under the jurisdiction of the Illinois State Toll Highway Authority.

2.3. Existing Traffic Volumes

Intersection turning movement counts (TMCs) were conducted in December 2020 in order to identify existing traffic volumes within the study area. The intersections that were counted for this study are listed below:

- Illinois Route 47 and Oak Creek Parkway/Del Webb Boulevard
- Illinois Route 47 and Jim Dhamer Drive/Freeman Road
- Illinois Route 47 and I-90 westbound ramp junction
- Illinois Route 47 and southbound-to-eastbound I-90 loop ramp
- Illinois Route 47 and I-90 eastbound ramp junction
- Illinois Route 47 and northbound-to-eastbound I-90 direct ramp
- Freeman Road and Factory Shops Boulevard
- Freeman Road and Weber Grill Truck Access
- Freeman Road and Weber Grill Employee Access
- Freeman Road and Carriage Way Lane¹

Volumes on the westbound-to-southbound IL 47 loop ramp were determined using counts performed at the adjacent intersections on IL 47. Counts were performed during the weekday morning and weekday

¹Existing counts utilized from Huntley Commercial Center TIA (by others, collected 2018) based on direction from the Village of Huntley



evening peak periods (6:00-9:00AM and 3:00-7:30PM, respectively) in order to coincide with peak activity on the area roadway network and planned shift schedules for the proposed development. Based on the resulting count data, the observed peak hours took place from 7:15-8:15AM during the weekday morning and from 3:30-4:30PM during the weekday evening. Based on these counts, it can be seen that the study area shows a general commuter pattern on IL 47, with heavier southbound travel (toward I-90) in the morning peak hour and heavier northbound travel (from I-90) in the evening peak hour.

Notably, however, the site is expected to generate little traffic during the street network's peak hours of 7:15AM and 3:30PM. The proposed site is expected to observe a morning peak hour (referred to within the traffic engineering industry as the "peak hour of generator") from 6:00-7:00AM as employees depart and arrive to the facility for their respective shifts. The evening peak hour of generator is anticipated to occur from 5:30-6:30PM during the evening shift change. Conversely, during the morning peak hour of the adjacent street, the site is only expected to generate approximately 20 percent of the trips generated during the peak of generator, and during the PM peak hour of the adjacent street, the site is expected to generate only 13 percent of the peak of generator. As such, the 6:00-7:00AM and 5:30-6:30PM peak hours were utilized to provide a conservative analysis with regard to total site traffic. Combining background and site generated trips, the total network volume in the 6:00AM analysis hour is within 3 percent of the 7:00AM hour. In the evening peak hour, the total network volume in the 5:30PM peak is within 7 percent of the 4:00PM hour.

To supplement these peak period counts and account for the current COVID-19 pandemic, Sam Schwartz obtained historical Average Daily Traffic (ADT) data on IL 47, Del Webb Boulevard, Jim Dhamer Drive, and Freeman Road from the IDOT website for the most recent reporting years (2018-2019). Sam Schwartz sorted the historical data by hour and selected the peak bi-directional traffic volumes during both the morning and evening peak periods. These volumes were compared to the peak hour volumes collected as a part of this study's data collection effort during the morning and evening peak periods. The complied volumes are summarized in **Table 1**.

Table 1. Bidirectional Traffic Volume Comparison

Roadway	Peak Hour	Field-Collected Bidirectional Traffic Volume [A] ¹	Historical Bidirectional Traffic Volume [B] ²	Difference $\frac{[A] - [B]}{[A]} \times 100$
IL 47	AM	1,800	2,707	-50.4%
IL 47	PM	2,454	2,657	-8.3%
Fragman Dood	AM	248	349	-40.7%
Freeman Road	PM	483	441	+8.7%
Jim Dhamer Drive	AM	183	152	+16.9%
Jilli Dhamei Dhve	PM	249	219	+12.0%
Del Webb Boulevard	AM	321	444	-38.3%
Dei Webb Boulevard	PM	560	671	-19.6%

¹ Represents Sam Schwartz collected Bidirectional Volume, Year 2020.

As shown above, historical hourly volumes on the analyzed roadways were found to range from approximately 17 percent lower to 50 percent higher than 2020 volumes. Considering the difference between historical and 2020 volumes depending on the specific roadway and peak hour, a unique growth

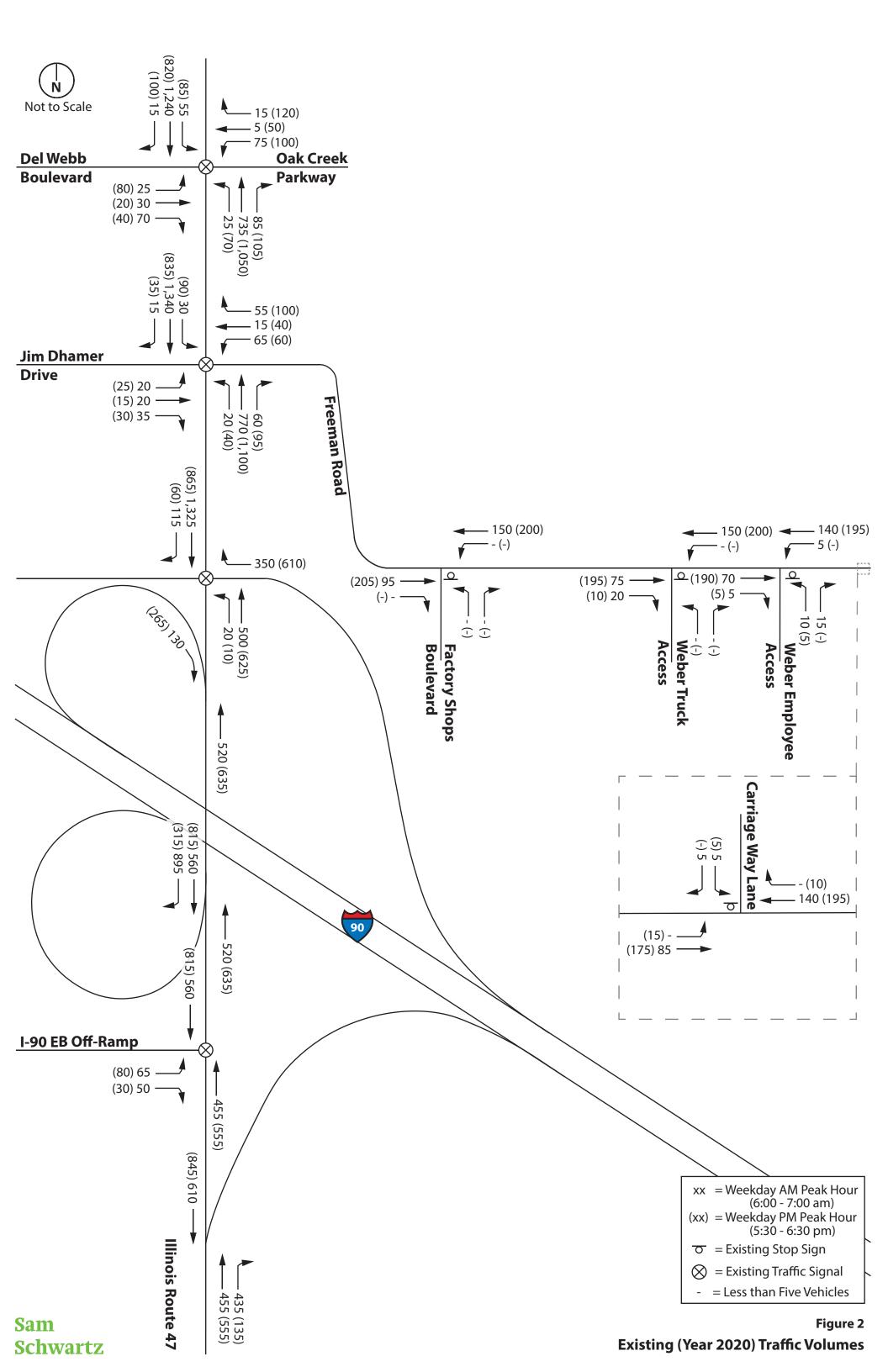
² Represents IDOT Bidirectional Volume. ADT for IL 47 was collected in 2019. All others were collected in 2018.



rate was utilized for each roadway in each peak hour of analysis. On roadways where the adjustment factor would have represented a reduction in volume, the 2020 counts were utilized. For all roadways in the study network excluding the private accesses south of Freeman Road and Carriage Way Lane, traffic volumes were adjusted up to a baseline 2018-2019 condition based on the comparison shown in **Table 1**. All I-90 interchange ramps and Oak Creek Parkway were assumed to increase in volumes at the same rate as IL 47.

To account for the remaining growth to a baseline 2020 scenario, Year 2050 ADT projections were obtained from the Chicago Metropolitan Agency for Planning (CMAP) for the major study roadways. These growth rates are described in detail in Section 3.5 (Future Traffic Projections) of this report. These growth rates were applied to all 2018 and 2019 traffic volumes excepting Oak Creek Parkway, the accesses south of Freeman Road, and Carriage Way Lane to establish a baseline 2020 condition.

The volume network was then balanced where applicable throughout the study area, establishing a baseline Year 2020 volume network. Additionally, based on feedback from the Village of Huntley, volumes on Freeman Road west of Factory Shops Boulevard were increased to 200 vehicles per direction during the evening peak hour to more closely align with historical IDOT volumes. The resulting traffic volumes at each intersection during the morning and evening peak hours are illustrated in *Figure 2*. Summaries of the raw TMC counts and the historical IDOT ADT are contained in the Appendix.





2.4. Existing Intersection Operations

The operational effectiveness of transportation facilities is measured in terms of Level of Service (LOS). LOS ranges from LOS A to LOS F, with LOS A being the best level of operation for an intersection and LOS F being the worst. LOS A represents free-flow conditions where motorists experience a high level of comfort and convenience. LOS E represents saturated or at-capacity conditions, and LOS F represents oversaturated conditions.

LOS at a signalized intersection is defined in terms of average control delay (measured in seconds per vehicle), which is portion of total delay experienced by a motorist that is attributable to the traffic signal. LOS A describes operations with minimal delays (up to 10 seconds per vehicle), while LOS F describes operations with delays in excess of 80 seconds per vehicle. At intersections with long cycle lengths, the quantity of red time that is allocated to an approach or movement may near or exceed that 80-second threshold, increasing the likelihood of poor LOS. The LOS criteria for signalized intersections, as defined in the Highway Capacity Manual, Sixth Edition (HCM), are provided in **Table 2**.

Table 2. LOS Criteria for Signalized Intersections

Level of Service (LOS)	Average Delay	Volume-to-Capacity (v/c) Ratio
А	≤ 10.0 seconds	< 1.0
В	> 10.0 and ≤ 20.0 seconds	< 1.0
С	> 20.0 and ≤ 35.0 seconds	< 1.0
D	> 35.0 and ≤ 55.0 seconds	< 1.0
E	> 55.0 and ≤ 80.0 seconds	< 1.0
F	> 80.0 seconds	≥ 1.0

Transportation Research Board. Highway Capacity Manual, Sixth Edition.

For unsignalized intersections, total delay is defined as the total elapsed time from the moment a vehicle stops at the back of the queue until the vehicle departs from the stop bar on the stop-sign controlled approach. This includes the time required for the vehicle to travel from the last-in-queue to the first-in-queue position. The LOS thresholds for unsignalized intersections, which differ from those for signalized intersections, are summarized in **Table 3**. It should also be noted that right-turn movements during red phases were conservatively prohibited at signalized intersections on IL 47 per IDOT criteria.



Table 3. LOS Criteria for Unsignalized Intersections

Level of Service (LOS)	Average Delay	Volume-to-Capacity (v/c) Ratio
А	≤ 10.0 seconds	< 1.0
В	> 10.0 and ≤ 15.0 seconds	< 1.0
С	> 15.0 and ≤ 25.0 seconds	< 1.0
D	> 25.0 and ≤ 35.0 seconds	< 1.0
E	> 35.0 and ≤ 50.0 seconds	< 1.0
F	> 50.0 seconds	≥ 1.0

Transportation Research Board. Highway Capacity Manual, Sixth Edition.

Capacity analysis was performed to analyze the study intersections for the weekday peak hours using Synchro 10 capacity analysis software. HCM 2000 reports were used to evaluate the intersections of IL 47 with the I-90 westbound ramp junction and Freeman Road with Factory Shops Boulevard due to their nonstandard phasing and lane geometries. For all other intersections, HCM 6th Edition reports were used. The results of these analyses are summarized in **Table 4**.

Table 4. Existing (Year 2020) Levels of Service

Intersection	Weekday Peak		Weekday Evening Peak Hour		
intersection	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS	
IL 47 / Del Webb Boulevard & Oak Creek Parkway ¹					
Eastbound	55.5	E	45.2	D	
Westbound	48.2	D	56.1	E	
Northbound	11.5	В	18.4	В	
Southbound	12.5	В	17.6	В	
Overall	15.9	В	23.4	С	
IL 47 / Jim Dhamer Drive & Freeman Road ¹					
Eastbound	57.8	Е	56.9	Е	
Westbound	57.2	Е	55.8	E	
Northbound	1.6	А	23.1	С	
Southbound	9.3	А	12.2	В	
Overall	10.8	Α	22.5	С	
IL 47 / I-90 WB ramp junction ¹					
Westbound	53.6	D	44.5	D	
Northbound	6.4	А	11.3	В	
Southbound	0.4	А	3.3	Α	
Overall	9.8	Α	17.2	В	
IL 47 / I-90 EB ramp junction ¹					
Eastbound	59.1	Е	56.6	E	
Northbound	1.9	Α	1.9	Α	
Southbound	1.8	Α	1.9	Α	
Overall	7.7	Α	6.0	Α	
Freeman Road / Factory Shops Boulevard ²					
Westbound (Left)	7.4	Α	7.7	Α	
Northbound	9.1	Α	10.0	В	
Freeman Road / Weber Truck Access ²					
Westbound (Left)	8.5	Α	7.7	Α	
Northbound	9.3	Α	10.2	В	
Freeman Road / Weber Employee Access ²					
Westbound (Left)	7.4	Α	7.7	Α	
Northbound	9.4	Α	10.7	В	
Freeman Road / Carriage Way Lane ²					
Eastbound (Left)	7.5	Α	7.7	Α	
Southbound	9.4	Α	10.7	В	

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¹Signalized Intersection ²Two-Way Stop-Controlled Intersection



As the table shows, most intersection approaches in the study area currently operate at acceptable LOS D or better. However, at the signalized intersections of IL 47 with Del Webb Boulevard/Oak Creek Parkway, Jim Dhamer Drive/Freeman Road, and the eastbound I-90 ramp junction, several minor-leg approaches currently operate at LOS E in the morning and evening peak hours. High delay on minor-leg approaches is not uncommon at intersections with major arterials, where high cycle lengths are installed along with the prioritization of the mainline phases.



03. Future Conditions

In order to evaluate future intersection operations, traffic volumes were forecasted for a "build plus five" design year. Based on conversations with the development team indicating that the proposed development would be completed by Year 2022, a Year 2027 design year was selected. Future traffic forecasting was based on three main factors: background traffic growth, background developments, and trips generated by the subject site. Based on the resulting projections, capacity analyses were prepared to evaluate operational conditions after completion of the proposed development. The findings and resulting recommendations are discussed in this section of the report.

3.1. Area Improvement Plans

A review of IDOT's *Proposed Highway Improvement Plans for FY 2021-2026* indicated no planned improvements affecting intersections in the study area. As such, no improvements other than those recommended as a part of this study or the background development studies are included in future Year 2027 conditions.

3.2. Site Development Plan

As proposed, the southern portion of the subject site would be developed as an approximate 650,000 square-foot industrial building (Building A) that would operate as a receive center. Two additional industrial use buildings totaling approximately 1.7 million square feet of gross floor area were assumed for the purpose of this study in accordance with the site master plan. The two buildings on the northern portion of the site (referred to as Building B and Building C) are speculative in nature and assumed to operate as storage and distribution facilities. Site access would be provided to Freeman Road via a new roadway and two proposed access driveways, labeled as "New Road", Access 1, and Access 2 for the purposes of this study. The proposed New Road would align opposite Factory Shops Boulevard approximately one half-mile east of Freeman Road's intersection with IL 47, providing full access to the site. Access 1 would align opposite the existing Weber Truck Access, approximately 920 feet east of New Road and is envisioned as an inbound-only truck driveway. Access 2 would be located approximately 590 feet east of New Road and 330 feet west of Access 1 and is envisioned as a right-in/right-out driveway providing passenger vehicle access to Building A's parking lot.

New Road would be planned to extend north of Freeman Road along the western boundary of the site. Two driveways labeled as Access 3 and Access 4 (located approximately 320 and 600 feet north of Freeman Road) would provide access to over 1,000 employee parking spaces for Building A. A third driveway (Access 5) located approximately 900 feet north of Freeman Road would provide access for outbound truck traffic associated with Building A. New Road would also extend north of Building A, providing access to Buildings B and C in the northern portion of the site. A preliminary site plan depicting the proposed facility is included in the Appendix.

3.3. Trip Generation

As noted previously, the proposed development is expected to include three industrial-use buildings intended to serve as distribution centers. The southernmost building would total approximately 650,000 square feet and is anticipated to be occupied by a specific end-user and operate as a receive center which accepts bulk inventory and allocates it to fulfillment centers throughout the region. As such, trip



generation for the subject site was performed utilizing data provided by the proposed tenant and shared with Sam Schwartz. Hourly entering and exiting volumes were provided for both car and truck trips for a full 24-hour period. Total passenger car trips were reduced by seven percent to account for carpooling based on census provided Means of Transportation to Work data. Carpooling data from two Census Tracts to the east and west of IL 47 in the study area (8507.01 and 8507.02) were used to determine a reduction factor. Tenant-provided trip generation and census data are included in the Appendix.

While the Institute of Transportation Engineers (ITE) <u>Trip Generation Manual</u>, <u>10th Edition</u> does not provide a land use type that specifically meets the description of a receive center, Sam Schwartz compared the tenant-provided trip generation data to Land Use Code (LUC) 155: High-Cube Fulfillment Center Warehouse (Non-Sort) which most closely matches the expected end user. The comparison calculations are included in the Appendix, which show the tenant-provided trip generation estimates are four times higher in the morning peak hour than ITE estimates and three times higher in the evening peak hour. As such, to provide a more accurate estimate of site generated traffic, tenant-provided data was utilized to estimate trips associated with Building A.

In addition to Building A, the ultimate master plan for the site anticipates two additional industrial-use buildings labeled as Buildings B and C totaling 1,683,000 square feet. While the end users of these buildings are still speculative, it is anticipated based on discussions with the development team that the proposed buildings would serve as storage and distribution facilities. Based on this anticipated use, site-generated trips were projected for a High-Cube Transload and Short-Term Storage Warehouse (ITE LUC 154) using the ITE manual Trip Generation, 10th Edition and Trip Generation, 10th Edition Supplement. The supplement expands on data presented in the 10th edition, including truck trip generation data for the subject land use. ITE Appendix A indicates that LUC 154's peaks of generator are expected to occur at approximately 8:45AM and at 3:00 or 7:00PM, well outside of the 6:00-7:00AM and 5:30-6:30PM peak hours of Building A. Based on the lack of overlap between these peaks of generator, trip generation estimates for Building B and C were based on the peak of adjacent street traffic.

The weekday daily and peak period trip generation rates for a High-Cube Transload and Short-Term Storage Warehouse are shown in **Table 5** for the peak of adjacent street.

Table 5. Building B & C Trip Generation Data

Land Use	Vehicle Type	Daily	Weekday AM Peak	Weekday PM Peak		
High Cube Transload and Short-Term Storage Warehouse (LUC 154)	Total Vehicle Trips	T = 1.4(X) 50% in / 50% out	T = 0.08(X) 77% in / 23% out	T = 0.10(X) 28% in / 72% out		
	Truck Trips	T = 0.22(X) 50% in / 50% out	T = 0.02(X) 49% in / 51% out	T = 0.01(X) 47% in / 53% out		

T = Trips generated

X = Gross square feet of floor area (per 1,000 sq. ft.)



Table 6 summarizes the anticipated incoming and outgoing trips associated with the proposed uses during the morning and evening peak hours. These volumes are rounded to multiples of five, generally yielding a conservative estimate of site trips.

Table 6. Site-Generated Trip Projections

			Weekday						
Land Use Size	Size	Vehicle -	Daily	AM Peak			PM Peak		
	Туре	Total	In	Out	Total	ln	Out	Total	
Building A "Project Pumpkin" 649,136 sq. ft.	Cars	2,730	470	120	590	185	360	545	
	Trucks	600	15	15	30	5	5	10	
	Subtotal	3,330	485	135	620	190	365	555	
Buildings 1,683,000 B & C sq. ft.	Cars	1,990	90	10	100	40	110	150	
	Trucks	370	15	20	35	10	10	20	
	Subtotal	2,360	105	30	135	50	120	170	
Total 2,332,136 sq. ft.	Cars	4,720	560	130	690	225	470	695	
	Trucks	970	30	35	65	15	15	30	
	Total	5,690	590	165	755	240	485	725	

It should be noted that the proposed receive center is expected to experience an increase in site traffic during the weeks leading up the holiday season. Facilities of this type typically increase employment during this season to process additional inventory, resulting in higher site-generated trip estimates. While the focus of this report is the non-seasonal condition which is expected to reflect typical conditions throughout the majority of the year, Sam Schwartz performed supplementary analysis of the seasonal condition as well. A description of the estimated seasonal trip generation of the site, as well as underlying methodologies and assumptions, is included in the Appendix.



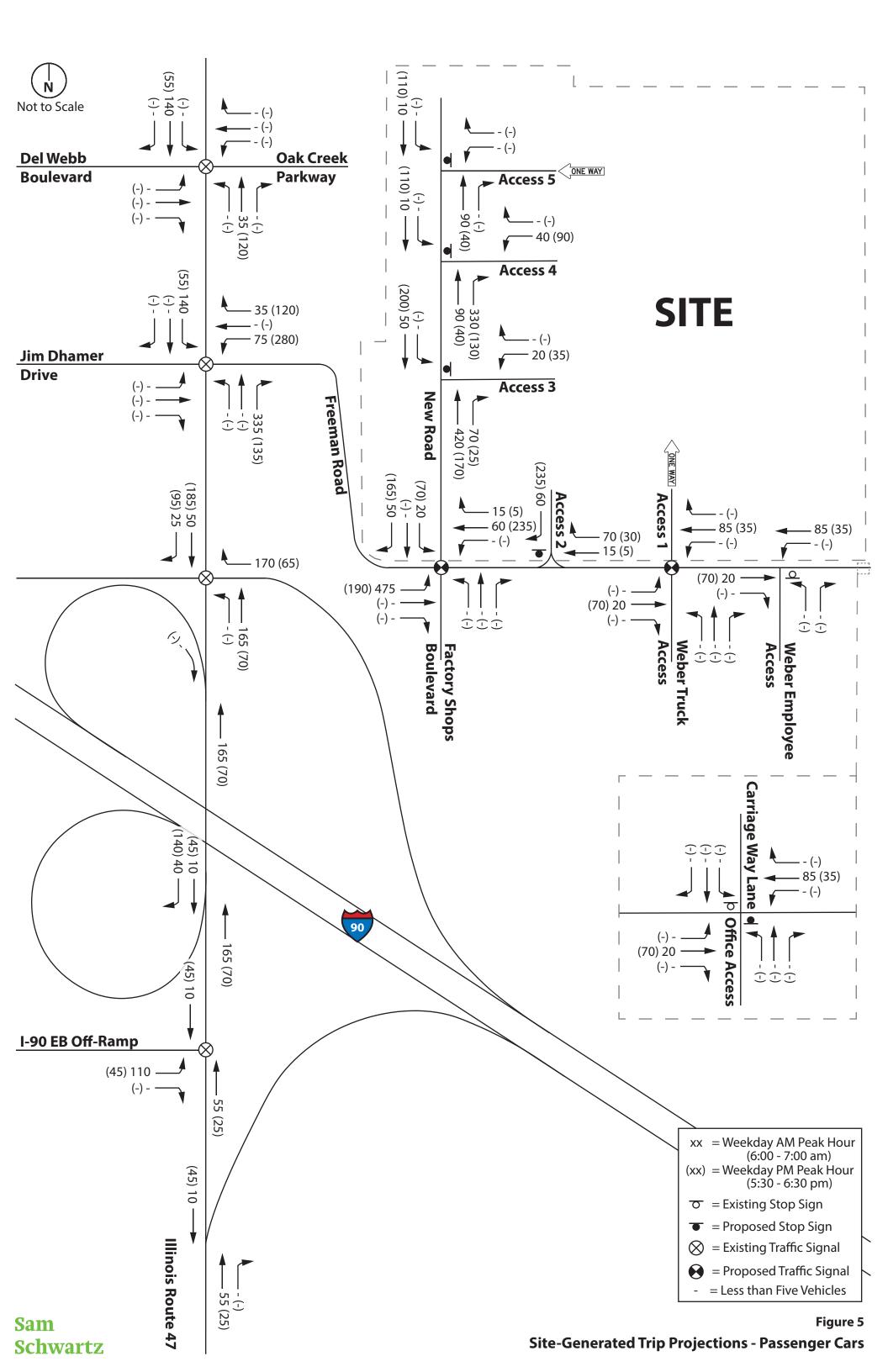
3.4. Site Trip Assignments

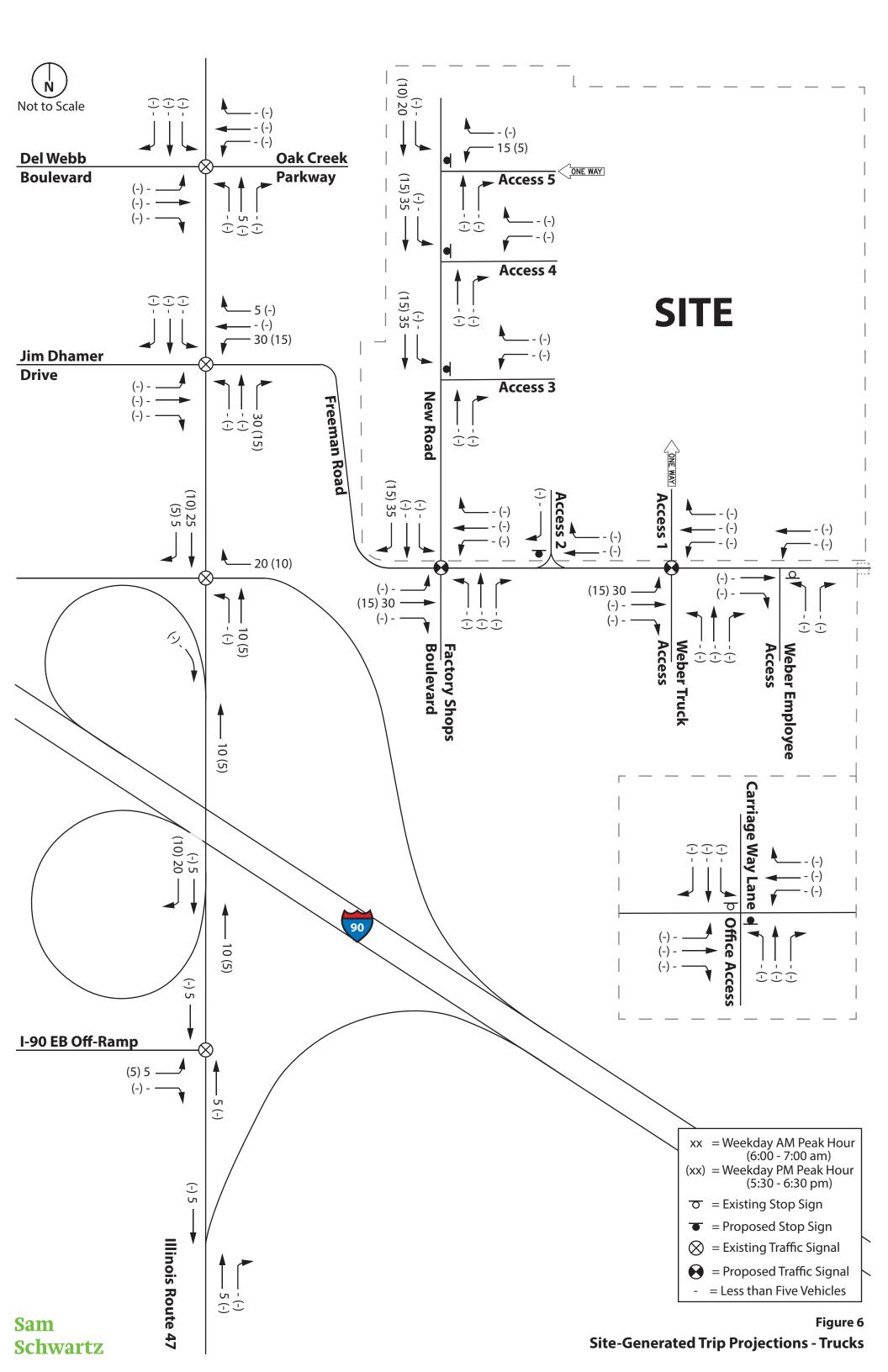
The directional distribution of site-generated traffic is a function of several variables, including existing travel patterns, characteristics of the area street network and traffic control, and peak hour congestion within the study area. The assumed trip distribution percentages are a best estimate using engineering judgment, familiarity with the area, and logical travel paths to likely origins and destinations for site users. Sam Schwartz also referenced the I-90/Illinois Route 47 Interchange Volume Study (Metro Transportation Group, Inc., 2009) to approximate directional distribution, adjusting where necessary to account for unrealized development in the surrounding area. The anticipated directional distributions for car and truck trips to and from the site are shown in *Figure 3* and *Figure 4*. As shown, given the relative lack of connectivity to the east of the subject site, the vast majority (85%) of passenger car traffic is expected to access the site via IL 47 and Freeman Road west of the site. No truck traffic is expected to utilize Freeman Road east of the subject site.

Using the above distributions and routing patterns, site-generated trips were assigned to the street network based on the projected trip generation values for each vehicle type (**Table 6**) and the estimated trip distributions (*Figure 3* and *Figure 4*). Inbound passenger vehicles originating from IL 47 were assumed to exclusively utilize New Road at the west end of the site, while passenger vehicle trips originating from the east were assumed to enter the site via Access 2. Outbound passenger vehicle trips were assumed to utilize both New Road and Access 2 to access IL 47 via Freeman Road. Based on the preference of truck drivers to circulate through a site in a counter-clockwise direction, trucks were assumed to enter the site at Access 1 (at the east end of the site) before circulating and exiting at New Road. The resulting trip assignments for the morning and evening analysis periods are illustrated in *Figure 5* and *Figure 6* respectively.











3.5. Future Traffic Projections

Future analysis was performed for Year 2027, reflecting build-plus-five conditions given the proposed site's anticipated completion in Year 2022. In order to estimate future background traffic for the Year 2027 design horizon, Year 2050 ADT projections were obtained from CMAP for the major study roadways. Based on the projections provided, compounded annual growth rates were derived for each roadway, as summarized below:

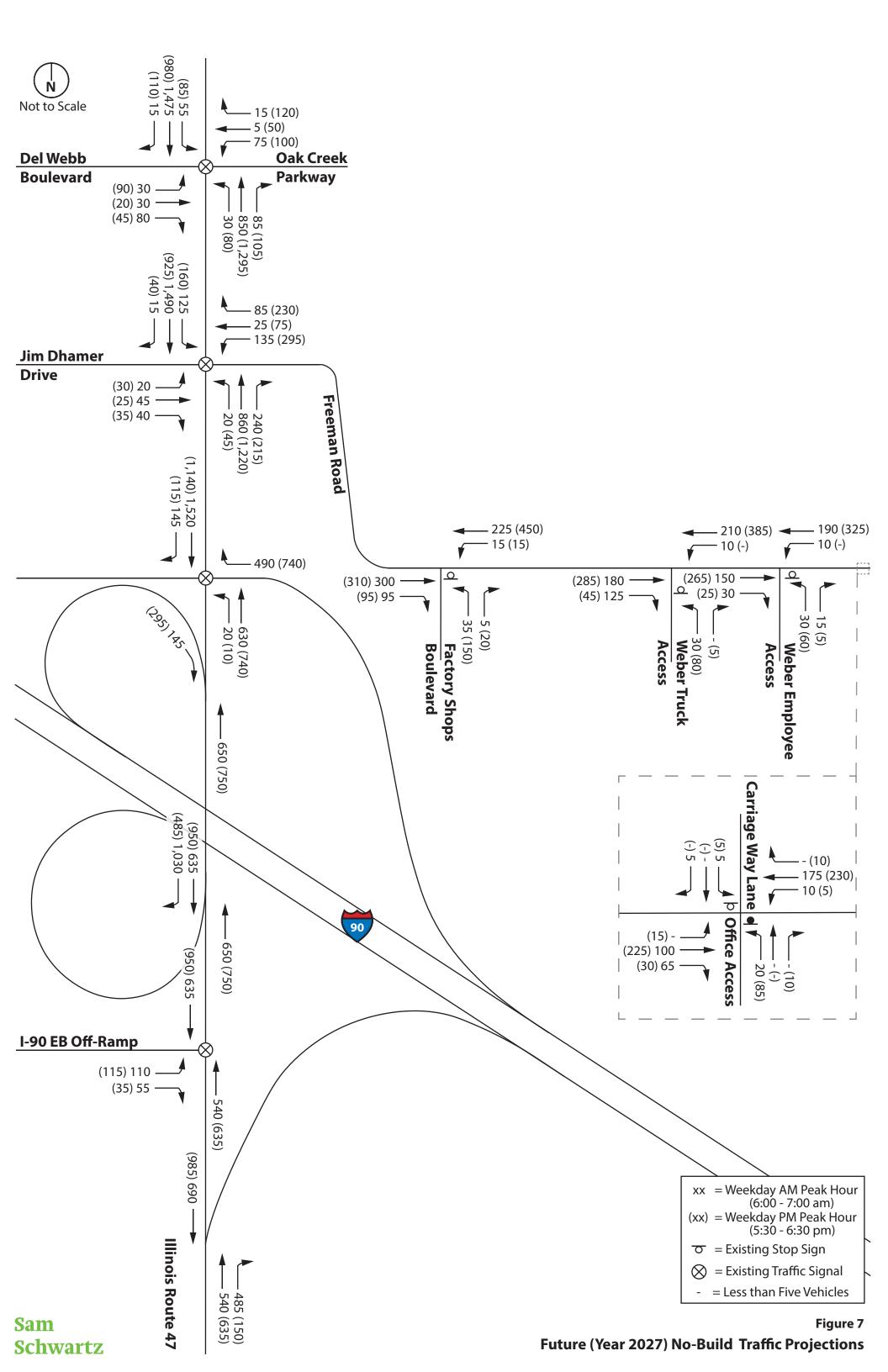
Del Webb Boulevard: 1.68%
Jim Dhamer Drive: 1.69%
Freeman Road: 1.68%
Illinois Route 47 1.54%

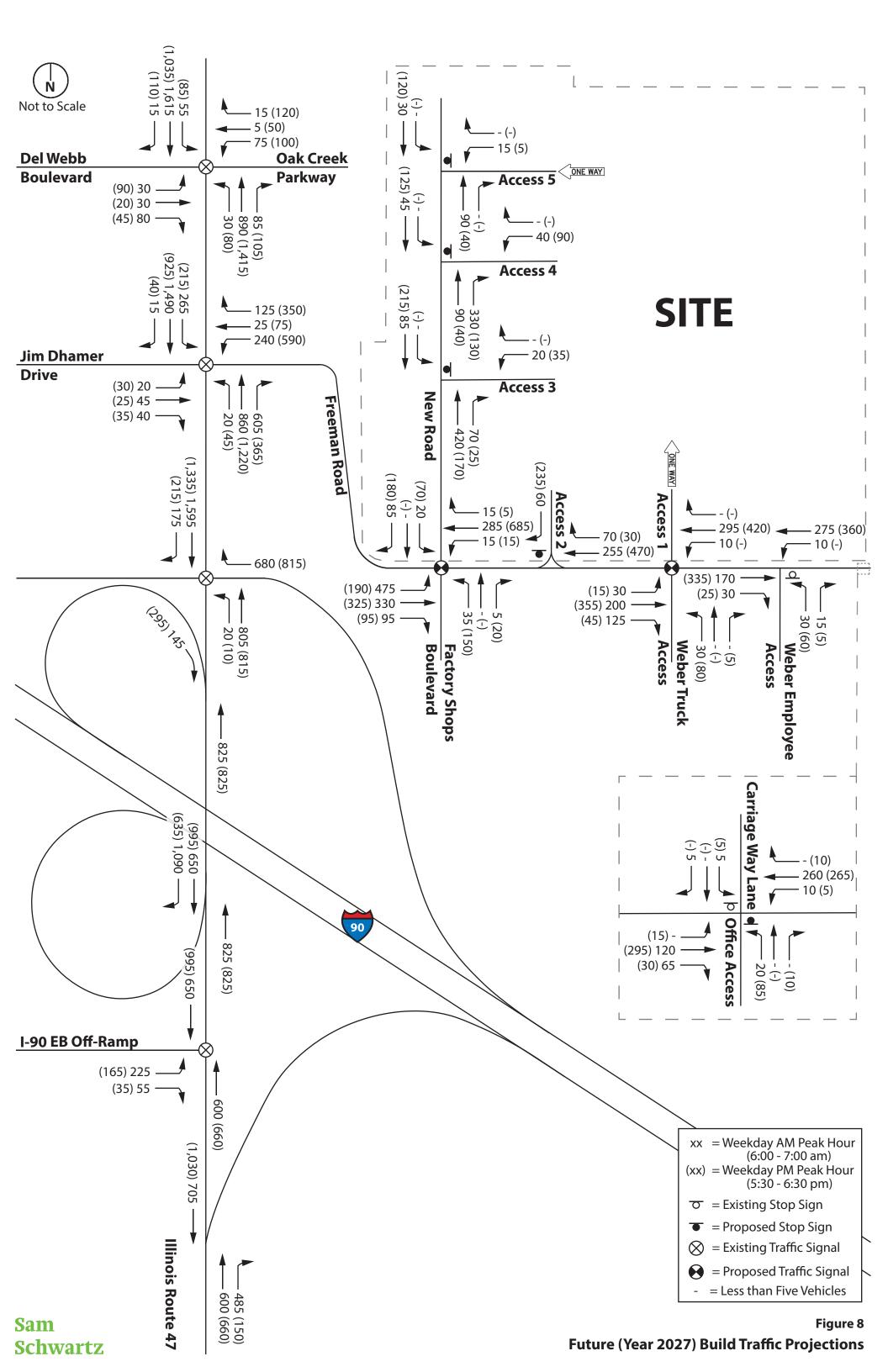
The above growth rates were applied to baseline (2020) traffic volumes in the study area. No growth was applied to Oak Creek Parkway, Factory Shops Boulevard, either of the Weber Grill access driveways, or Carriage Way Lane. In addition, per the direction of the Village of Huntley, two background developments were assumed to be constructed within the 2027 design year assessed in the Future No-Build scenario. The Huntley Commercial Center is a proposed industrial and commercial redevelopment of the currently vacant Huntley Premium Outlets site south of Freeman Road. The Weber Grill Development is a proposed phased development located south of Freeman Road and east of the former Huntley Premium Outlets site.

The Traffic Impact Study (TIS) for the Huntley Commercial Center redevelopment, performed by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA), was submitted in 2018 and is included in the Appendix. The proposed site calls for a total of approximately 667,880 square feet of warehouse/industrial space in three separate buildings. An additional 45,145 square feet of retail space was also assumed to occupy the adjacent parcel to the west. All site-related traffic outlined in the KLOA report was assumed to access the site via Factory Shops Boulevard and added to the No-Build condition.

The TIS for the Weber Warehouse Development performed by Sam Schwartz in 2014 is included in the Appendix. The proposed development plan includes two phases: a 757,120 square-foot industrial building and a 392,880 square-foot expansion. The second phase also assumes development of two adjacent buildings, including 270,000 square feet of industrial warehouse space and 40,000 square feet of professional (medical-dental) office space. As construction of the Phase 1 industrial building was complete in 2020 at the time of data collection, site related traffic for this portion of the development is accounted for in existing count data. The remaining Phase 2 traffic was added to the No-Build scenario.

The resulting volumes were balanced across the study area and added to existing volumes to yield Year 2027 Future No-Build traffic projections, illustrated in *Figure 7*. Site-generated trips were then added to the No-Build condition, resulting in the Year 2027 Future Build traffic projections shown in *Figure 8*.







As a basis of comparison, Sam Schwartz referenced the Interchange Volumes Study completed in 2009 by Metro Transportation Group, which studied IL 47's interchange with I-90 and projected volumes to a Year 2030 design horizon. In addition to a flat one-percent background growth rate, the report estimated trip generation for all expected developments in a study area between Big Timber Road to the south, Kreutzer Road to the north, Brier Hill Road to the west, and Powers Road to the east. These expected developments included the assumption of a business park use for the parcel analyzed in this report. The entirety of the Interchange Volumes Study is included as a part of the Appendix.

Comparing the volumes in *Figure 8* to the projections from the Volumes Study, the Year 2027 Build scenario projects significantly lower traffic volumes, particularly on IL 47. On IL 47 between Freeman Road and the I-90 westbound ramp junction, the Volumes Study projected two-way volumes of 4,695 and 6,140 vehicles during the morning and evening peak hours, respectively. Comparatively, the Build scenario analyzed in this report projects 3,255 and 3,180 vehicles on the same segment. The differences in these volume projections are likely attributable to unrealized development assumed in the Volumes Study. These 2030 volume projections are reflected in the Interchange Design Studies (IDS) provided to Sam Schwartz for the intersection of IL 47 with Jim Dhamer/Freeman Road and the IL 47/I-90 interchange indicating, generally, the existing roadway infrastructure in the study area has excess capacity.

3.6. Future Intersection Operations

Capacity analyses were conducted using Synchro 10 software to assess future traffic operations during weekday morning and evening peak hours for future No-Build and Build conditions. The results of these analyses are detailed in the following sections:

Future No-Build Conditions

To assess the impact of background traffic on operations within the study area, capacity analyses were performed for Year 2027 No-Build conditions. All Huntley Commercial Center traffic and Phase 2 traffic associated with the Weber Grill expansion and adjacent warehousing/office uses were added to the No-Build analysis of this report. Based on the assumptions in the Huntley Commercial Center TIS, Sam Schwartz included the signalization of the intersection of Factory Shops Boulevard and Freeman Road in the No-Build condition. And based on Weber Grill TIS, an unsignalized access driveway for the office use building was assumed to be located opposite Carriage Way Lane and operate under minor-leg stop control. Apart from the assumptions listed as a part of background development TIAs, Sam Schwartz did not identify any other planned background improvements in the study area, and so no further improvements were incorporated into the analysis of future No-Build conditions. Based on these assumptions, area traffic operations for this scenario are projected as shown in **Table 7**.

Table 7. Future (Year 2027) No-Build Levels of Service

Intersection	Weekday Peak		Weekday Evening Peak Hour		
intersection	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS	
IL 47 / Del Webb Boulevard & Oak Creek Parkway ¹					
Eastbound	55.2	E	44.2	D	
Westbound	48.1	D	55.8	E	
Northbound	12.0	В	20.7	С	
Southbound	14.0	В	18.7	В	
Overall	16.6	В	24.2	С	
IL 47 / Jim Dhamer Drive & Freeman Road ¹					
Eastbound	56.8	Е	56.3	Е	
Westbound	53.5	D	60.4	E	
Northbound	1.4	Α	28.8	С	
Southbound	13.9	В	18.6	В	
Overall	14.0	В	31.8	С	
IL 47 / I-90 WB ramp junction ¹					
Westbound	57.0	Е	40.0	D	
Northbound	7.4	Α	15.5	В	
Southbound	0.8	Α	2.8	Α	
Overall	12.1	В	16.3	В	
IL 47 / I-90 EB ramp junction ¹					
Eastbound	61.1	Е	59.0	Е	
Northbound	1.9	Α	2.0	Α	
Southbound	1.9	Α	2.0	Α	
Overall	9.2	Α	6.9	Α	
Freeman Road / Factory Shops Boulevard ¹					
Eastbound	9.1	Α	9.0	Α	
Westbound	5.6	Α	6.1	Α	
Northbound	10.0	Α	10.8	В	
Overall	7.9	Α	8.0	Α	
Freeman Road / Weber Truck Access ²					
Westbound (Left)	8.2	Α	8.1	Α	
Northbound	11.6	В	15.4	С	
Freeman Road / Weber Employee Access ²					
Westbound (Left)	7.7	Α	8.0	А	
Northbound	10.9	В	13.6	В	
Freeman Road / Carriage Way Lane & Office Access ²					
Eastbound (Left)	7.6	Α	7.8	Α	
Westbound (Left)	7.6	Α	7.8	Α	
Northbound	11.2	В	14.9	В	
Southbound	10.3	В	12.4	B	

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¹Signalized Intersection ²Two-Way Stop-Controlled Intersection



As shown, the majority of intersection approaches are expected to operate at the same LOS under future No-Build conditions as they do under existing conditions. However, some approaches are expected to decrease in LOS with the addition of background growth and other planned developments. At the I-90 westbound off-ramp junction, the westbound approach is projected to drop from LOS D to LOS E in the morning peak hour, dropping the overall intersection LOS from A to B. On the westbound approach of Freeman Road at IL 47, LOS is actually projected to increase to LOS D from LOS E. This is likely attributable to the addition of significant background volume to the lower-delay through and right-turn movements on this approach. As in the existing condition, several minor-leg approaches at the intersections of IL 47 with Del Webb Boulevard/Oak Creek Parkway, Jim Dhamer Drive/Freeman Road, and the I-90 eastbound ramp junction are projected to operate near capacity during the morning and evening peak hours. Apart from the approaches described above, all intersection approaches in the study area are projected to operate at LOS D or better in the No-Build condition.

Future Build Conditions

To assess the impact of the proposed site on traffic operations within the study area, capacity analyses were performed for Year 2027 Build conditions. Consistent with No-Build conditions, background improvements associated with the proposed background developments were included in the future Build analysis, as well as several improvement measures identified to accommodate site traffic.

As stated previously, New Road would align opposite Factory Shops Boulevard and would serve site related passenger cars and some truck movements (mostly outbound maneuvers). The existing T intersection previously operated under traffic signal control before the demolition of the Huntley Premium Outlets development, and the signal equipment is currently offline and bagged. Based on the presence of this existing signal equipment and per the Huntley Commercial Center TIS, a signal was assumed at this location in the No-Build and Build condition. New Road was assumed to provide one inbound lane and three outbound lanes striped as a dedicated left-turn lane, a dedicated through lane, and a dedicated right-turn lane. In order to facilitate permitted northbound and southbound left-turn movements, it is recommended that the northbound approach be restriped to eliminate the dual left-turn configuration and also provide a single dedicated left-turn lane, a dedicated through lane, and a dedicated right-turn lane. A dedicated eastbound left-turn lane was assumed to be constructed in the existing median space on the west leg of Freeman Road. Based on this proposed lane configuration and the projected volumes at this location, protected-permitted phasing was assumed for all left-turning movements at the future intersection. Additionally, right-turn overlap phasing was assumed for the northbound, southbound, and eastbound right-turning movements.

The proposed Access 1 would align opposite the Weber Grill Warehouse Truck Access and serve as a secondary access point, only accommodating inbound truck traffic. Based on conversations with the development team and the Village of Huntley, this intersection was assumed to be signalized under future Build conditions even though projected volumes at this location are not expected to warrant signalization by MUTCD standards. The analysis assumed permitted-only left-turn phasing on the eastbound, westbound, and northbound approaches. The north leg of this intersection was assumed to provide a single receiving lane to align opposite the Weber Grill truck access south of Freeman Road. To accommodate inbound site trips, the existing two-way left-turn lane on the eastbound approach should be re-striped to provide left-turn storage. While signalization of this intersection is projected to reduce delay for outbound vehicles at the Weber Grill truck driveway, it should be noted that even under minor-leg stop-control, the northbound approach would be expected to operate at LOS D or better during both peak hours analyzed.



Access 2 would be located between New Road and Access 1—approximately 590 feet east of New Road and 330 feet west of Access 1—and is envisioned as a right-in/right-out driveway providing passenger vehicle access to the building located on the southern portion of the site. Access 3 and Access 4 were each assumed to provide one inbound land one outbound lane with the outbound lane accommodating shared left/right-turn movements at their intersections with New Road. Access 5 was assumed to operate as an outbound-only truck driveway, providing a single outbound lane on the westbound approach. Minorleg stop control was assumed on the westbound approaches at each driveway.

In addition to the site-related access improvements described above, signal timing modifications were also assumed at the intersection of Freeman Road with IL 47 based on direction from the Village to dedicate more green time to the westbound left-turn phase without reducing green time allocated to the mainline movements on IL 47. It should be noted that in the Build condition, the northbound right-turn volumes in the morning and evening peak hours at the intersection of IL 47 and Freeman Road are projected to warrant consideration of dual right-turn lanes based on IDOT criteria in the <u>Bureau of Design and Environment Manual</u> (BDE), Section 36-3.05(a). The same is true of the westbound right-turn volumes in the evening peak hour. However, based on the results of the capacity analysis (discussed further), dual right-turn lanes are not recommended in either location, nor are they included in the future Build analysis. A summary of the capacity results for the Year 2027 Build scenario is presented in **Table 8**.

Table 8. Future (Year 2027) Build Levels of Service

Intersection	_	Morning Hour	Weekday Evening Peak Hour		
intersection	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS	
IL 47 / Del Webb Boulevard & Oak Creek Parkway ¹					
Eastbound	55.2	Е	44.2	D	
Westbound	48.1	D	55.8	E	
Northbound	12.1	В	21.7	С	
Southbound	14.9	В	18.9	В	
Overall	16.9	В	24.6	С	
IL 47 / Jim Dhamer Drive & Freeman Road ¹					
Eastbound	56.8	E	56.6	E	
Westbound	54.0	D	62.1	E	
Northbound	2.1	Α	32.7	С	
Southbound	24.3	С	25.5	С	
Overall	19.5	В	38.7	D	
IL 47 / I-90 WB ramp junction ¹					
Westbound	102.7	F	37.5	D	
Northbound	7.1	Α	19.2	В	
Southbound	1.3	Α	2.1	Α	
Overall	23.8	С	15.6	В	

¹Signalized Intersection

²Two-Way Stop-Controlled Intersection

Table 8. Future (Year 2027) Build Levels of Service (continued)

Intersection	Weekday Peak		Weekday Evening Peak Hour		
intersection	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS	
IL 47 / I-90 EB ramp junction ¹					
Eastbound	56.2	Е	58.9	E	
Northbound	3.0	Α	2.3	Α	
Southbound	2.9	Α	2.4	Α	
Overall	12.7	В	8.5	Α	
Freeman Road / Factory Shops Boulevard & New Road ¹					
Eastbound	11.2	В	21.9	С	
Westbound	10.1	В	27.1	С	
Northbound	32.9	С	23.9	С	
Southbound	24.0	С	24.6	С	
Overall	12.7	В	24.5	С	
Freeman Road / Access 2 ²					
Southbound	10.4	В	16.2	С	
Freeman Road / Weber Truck Access & Access 11					
Eastbound	0.4	Α	0.5	Α	
Westbound	2.3	Α	3.7	Α	
Northbound	47.7	D	55.0	D	
Overall	3.4	Α	7.0	Α	
Freeman Road / Weber Employee Access ²					
Westbound (Left)	7.8	A	8.2	Α	
Northbound	11.7	В	14.7	В	
Freeman Road / Carriage Way Lane & Office Access ²					
Eastbound (Left)	7.8	Α	7.8	Α	
Westbound (Left)	7.6	Α	7.9	Α	
Northbound	12.3	В	17.3	С	
Southbound	11.2	В	13.7	В	
New Road / Access 3 ²					
Southbound (Left)	9.1	Α	8.0	Α	
Westbound	16.1	С	17.0	С	
New Road / Access 4 ²					
Southbound (Left)	8.7	А	7.9	Α	
Westbound	12.0	В	14.2	В	
New Road / Access 5 ²	_				
Southbound (Left)	7.5	Α	7.4	Α	
Westbound	10.8	В	11.6	В	

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¹Signalized Intersection ²Two-Way Stop-Controlled Intersection



Given the built-out nature of the I-90 interchange, IL 47, and Freeman Road, most intersection approaches are projected to operate at the same LOS in the Build condition as in the No-Build condition, with some increase in delay expected. Where LOS is shown to decrease between the No-Build and Build conditions, all approaches except one are still expected to operate at LOS D or better. The exception is the westbound approach of the I-90 off-ramp at IL 47, which is projected to drop from LOS E to LOS F in the morning peak hour. However, it should be noted that this approach was analyzed assuming no right-turn movements during red phases, per IDOT standards. This represents a conservative analysis, as right turns are permitted on red phases from the inside lane. With right-turn movements allowed during red phases from the inside lane, it is expected that this approach would operate with less delay than the capacity results indicate.

At the intersection of IL 47 with Freeman Road, signal timing modifications were assumed based on direction from the Village to reallocate green time in the analysis from the eastbound through movements (Jim Dhamer Drive) to the westbound left-turn movements, without reducing green time allocated to the mainline movements on IL 47. Capacity analyses indicate three seconds of green time should be reallocated in the morning peak hour and ten seconds of green time should be reallocated in the evening peak hour once future Build traffic volumes are realized. With these timing adjustments in place, the intersection is expected to operate at the same LOS under Build conditions as in the No-Build condition, and better than existing LOS.

It is noted that, with the addition of site traffic in the Build condition, the northbound right-turn volumes on IL 47 to Freeman Road in the morning and evening peak hours are projected to warrant consideration of dual right-turn lanes based on IDOT criteria in the BDE Manual, Section 36-3.05(a). However, based on projected delay (LOS A and LOS C, respectively) and 95th percentile queuing expected to be accommodated within the available storage and taper on these approaches, dual right-turn lanes are not recommended at this time. This performance, while already acceptable, still represents a conservative scenario in which right-turn movements on red phases were not assumed, per IDOT standard. Likewise, the westbound right-turn volumes on Freeman Road in the evening peak hour at this intersection are also projected to warrant consideration of dual right-turn lanes. As with the northbound approach, dual rightturn lanes were not recommended at this time based on acceptable LOS (LOS D) for this specific movement, as well as accommodation of 95th percentile queues within the provided storage. For the leftturning movements on the westbound approach of Freeman Road at IL 47, 95th percentile queues in the evening peak hour are projected at approximately 450 feet, which would exceed the 280 feet of left-turn storage currently provided. It should be noted that approximately 100 feet of additional storage is provided before the dual left-turn lane taper reduces the width to less than 24 feet. The westbound leftturn lane is currently situated back-to-back with an adjacent left-turn lane, and as such no storage extension was recommended to accommodate these projected queues. It can also be noted that Synchro capacity software projects the westbound left-turn 95th percentile queue at 370 feet, which would be accommodated within the existing storage/taper lengths.

The proposed New Road is assumed to be signalized and should provide one inbound lane and three outbound lanes striped as a dedicated left-turn lane, a dedicated through lane, and a dedicated right-turn lane. In order to facilitate permitted northbound and southbound left-turn movements, it is recommended that the northbound approach be restriped to eliminate the dual left-turn configuration and provide symmetrical geometry to the southbound approach. With these considerations, all approaches are projected to operate at LOS C or better during both peak hours. The eastbound left turns in the morning peak hour and the southbound right turns in the evening peak hour are expected to be the heavy movements and critical queues. The eastbound approach is projected to operate at LOS C or better and



the 95th percentile eastbound left-turn queue is projected at twelve vehicles during the morning peak hour, which is expected to be accommodated within the proposed 305-foot storage length. Outbound movements are projected to operate at LOS C or better. The southbound right-turn lane should provide a minimum of 275 feet of storage to accommodate the 95th percentile queue of 11 vehicles.

Proposed Access 1 was assumed to be signalized per Village of Huntley direction, though projected volumes at this location are not expected to warrant signalization by MUTCD standards. The north leg of the intersection should provide a single receiving lane for inbound truck traffic. On the eastbound approach, the existing two-way left-turn lane should be restriped to provide 240 feet of storage, per BDE standards, which will accommodate the 95th percentile queue of one vehicle during both peak hours. With these improvements in place, Freeman Road approaches at this intersection are expected to operate at LOS B or better during the morning and evening peak hours, with the northbound Weber Grill truck access approach projected to operate at LOS D in both peak hours.

Proposed Access 2 should provide a single approach lane with one receiving lane, restricting turning movements to right-in and right-out only. Assuming minor-leg stop-control, the southbound approach of Access 2 at Freeman Road is projected to operate at LOS C or better during both peak hours analyzed.

All proposed passenger vehicle accesses from Building A to New Road, including Access 3 and Access 4, should provide a single shared left/right-turn lane with one receiving lane on their westbound approaches. As an outbound-only truck driveway, Access 5 should provide only a single shared left/right-turn lane with no receiving lanes. Assuming stop-control on the minor legs, all proposed Building A accesses to New Road are projected to operate at LOS C or better during the morning and evening peak hours.

In addition to analyzing the future performance of the study network during typical traffic conditions, Sam Schwartz also performed capacity analysis for the seasonal condition, when the holiday season is expected to increase trip generation at Building A. A full description of the future Build seasonal condition, along with LOS tables, is included in the Appendix.



04. Recommendations and Conclusions

Based on the analyses detailed in this report, the following recommendations were identified to accommodate site traffic within the study area.

- At Freeman Road/IL 47
 - Signal timing adjustments are not expected to be required as a result of the addition of site traffic associated with the proposed development. However, as additional background traffic is realized in the future, the Village should work with IDOT to modify signal timings to reallocate 3-10 seconds of green time from the eastbound through movements (Jim Dhamer Drive) to the westbound left-turn movements as necessary.
- At Freeman Road/New Road & Factory Shops Boulevard
 - o Modify existing signal equipment to include the proposed north leg.
 - o Provide a dedicated left-turn lane on the eastbound approach with 305 feet of storage.
 - Provide one inbound lane and three outbound lanes striped as a dedicated left-turn lane, a through lane, and a dedicated right-turn lane on the southbound approach. The rightturn lane should provide a minimum 275-foot storage bay and the left-turn lane should provide a 125-foot storage bay.
 - Reconfigure the northbound approach to provide a single dedicated left-turn lane, a through lane, and a dedicated right-turn lane.
 - Protected-permitted left-turn phasing should be provided on all approaches and flashing yellow left-turn arrows should be considered in future phases of design. Right-turn overlap phases should also be provided for the dedicated right-turn lanes on the northbound, southbound, and eastbound approaches.
- At Freeman Road/Access 1 & Weber Grill Truck Access
 - Provide a single inbound lane on the north leg.
 - Stripe a dedicated eastbound left-turn lane with 240 feet of storage for inbound leftturning vehicles within the existing two-way left-turn lane on Freeman Road.
 - Install a traffic signal, if required by the Village.
- At Freeman Road/Access 2
 - Provide one inbound lane and one outbound lane with movements restricted to right turns in and right turns out only.
 - Post minor-leg stop control for outbound movements.
- At New Road/Access 3 & New Road/Access 4
 - o Provide one inbound lane and one outbound lane on the east leg.
 - Post minor-leg stop control.
- At New Road/Access 5
 - Provide one outbound lane on the east leg.
 - Post minor-leg stop control.



In addition to physical improvements identified above, further signal timing adjustments may be required to optimize performance at the signalized intersections during peak seasonal operations at the receive center. During these periods, traffic management personal should also be utilized to direct traffic internally within the site and at the intersection of Freeman Road and New Road/Factory Shops Boulevard. With these improvements in place, it is anticipated that area traffic operation would be acceptable following completion of the subject site.

Sam Schwartz

Appendix

Site Plan

Seasonal Conditions Analysis

IDOT Hourly Bidirectional Counts

2050 Traffic Projections from CMAP

Tenant-Provided Trip Generation Data

Census Means of Transportation to Work Data

Trip Generation Comparison Data

ITE Trip Generation, 10th Edition Excerpts

IL 47 Intersection Design Studies

IL 47 & I-90 Interchange Volumes Study

Background Development TIAs

Signal Warrant Analysis

Capacity Analysis Results

Raw Traffic Data

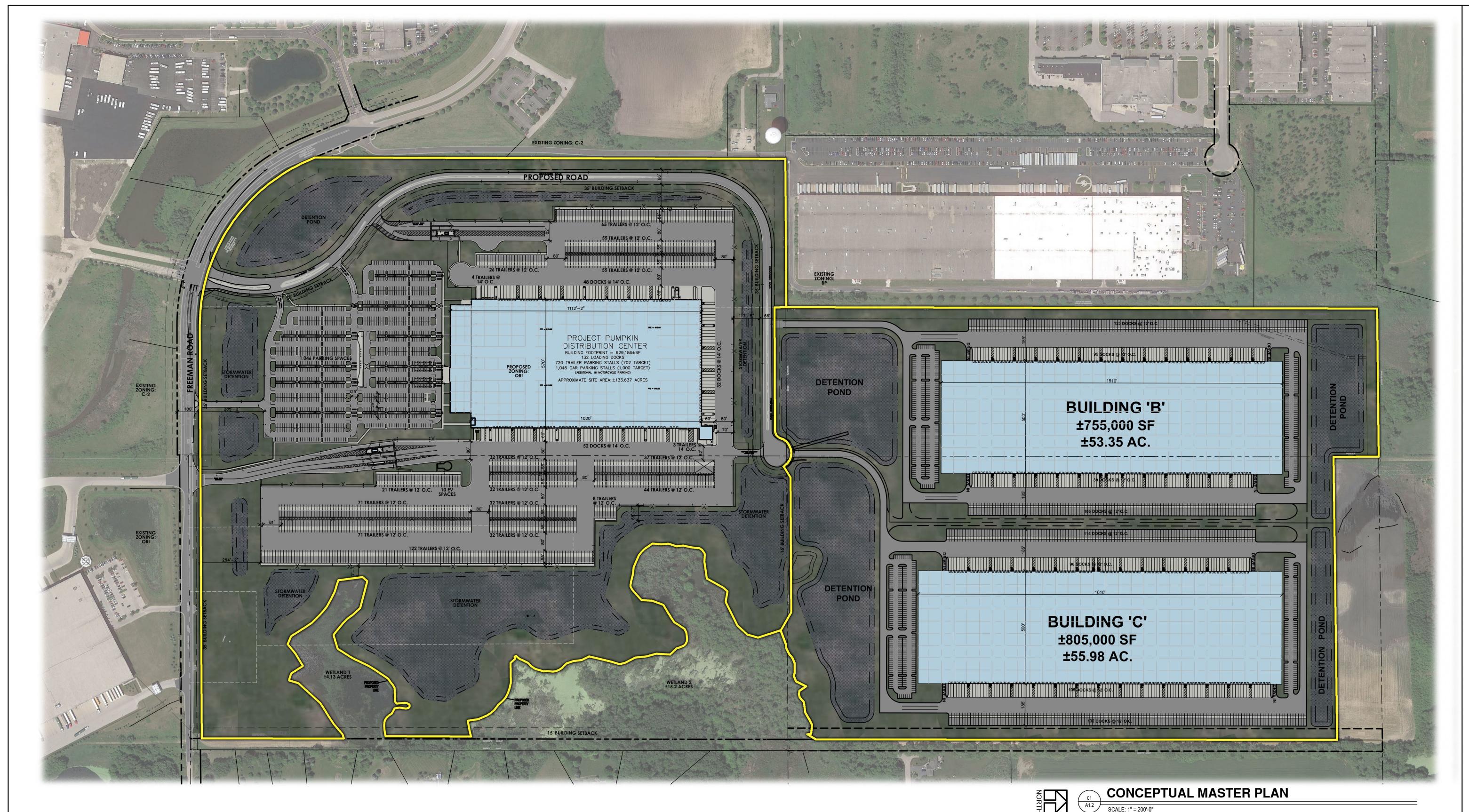
Sam Schwartz

Site Plan

22-21113-00

CONCEPTUAL MASTER PLAN

A1.2



Sam Schwartz

Seasonal Conditions Analysis



A.1. Existing Traffic Volumes

As described in section 2.3 of this report, the peaks of generator for the proposed development are typically expected to occur from 6:00-7:00AM and 5:30-6:30PM in the morning and evening peak periods, respectively. However, during the seasonal condition which generally takes place between November and December, the proposed site's peaks of generator are expected to shift to 6:15-7:15AM and 6:00-7:00PM. As in the non-seasonal condition, these peak hours of generator were established as the hours of analysis in order to provide a conservative estimate of site traffic.

Using the same methodologies outlined for the non-seasonal condition, TMCs in the 6:15-7:15AM and 6:00-7:00PM peak hours were adjusted upwards to account for pandemic-related decreases in network traffic. While this baseline Year 2020 scenario was not analyzed using Synchro software, this scenario serves as a baseline to which background and site traffic were added to evaluate Build seasonal conditions.

A.2. Trip Generation

As noted in section 3.3 of this report, the proposed development is planned to consist of three separate industrial use buildings, one of which is envisioned as a "receive center". As in the non-seasonal condition, the anticipated end-user provided seasonal trip generation estimates to Venture One Real Estate, which were subsequently shared with Sam Schwartz. These seasonal traffic projections are outlined below in **Table A1**. Previously calculated trip generation estimates for Buildings B and C are also included, which are not expected to experience seasonal variations.

Table A1. Site-Generated Trip Projections (Seasonal)

			Weekday						
Land Use	Size	Vehicle	Daily	AM Peak F			PM Peal	K	
	5	Туре	Total	In	Out	Total	In	Out	Total
Building A	Building A	Cars	3,410	580	400	980	495	595	1,090
"Project sq. ft.	Trucks	740	20	20	40	10	10	20	
	Subtotal	4,150	600	420	1,020	505	605	1,110	
		Cars	1,990	90	10	100	40	110	150
Buildings B & C	1,683,000 sq. ft.	Trucks	370	15	20	35	10	10	20
500	oq. 1t.	Subtotal	2,360	105	30	135	50	120	170
		Cars	5,400	670	410	1,080	535	705	1,240
I OTAL I	2,332,136 sq. ft.	Trucks	1,110	35	40	75	20	20	40
	54.16	Total	6,510	705	450	1,155	555	725	1,280

As shown, total trips associated with Building A are expected to increase by 65 to 100 percent during the morning and evening peak hours, respectively. Overall, the site's traffic is projected to increase by 53 to 77 percent in the peak hours relative to the non-seasonal condition.

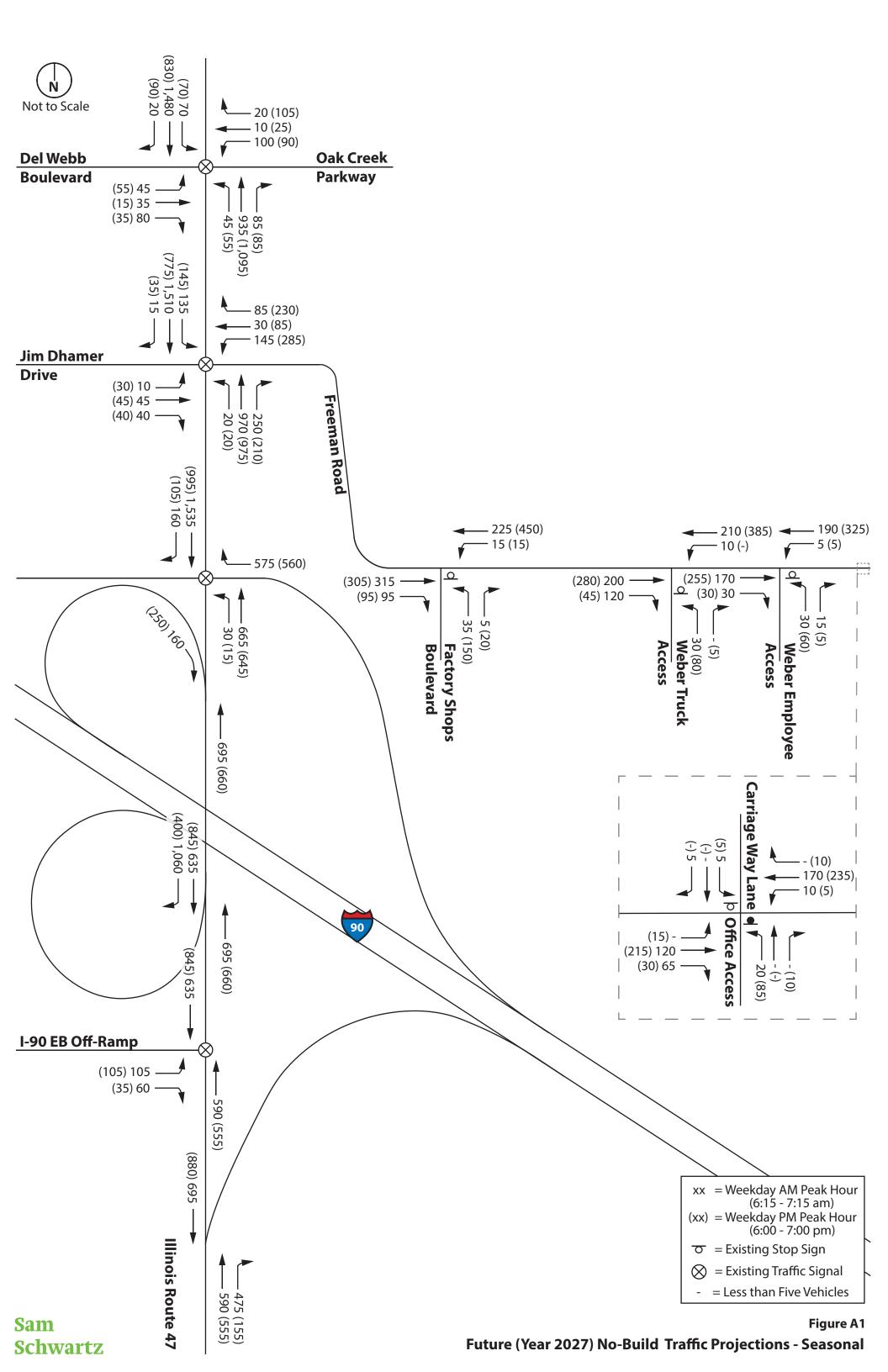


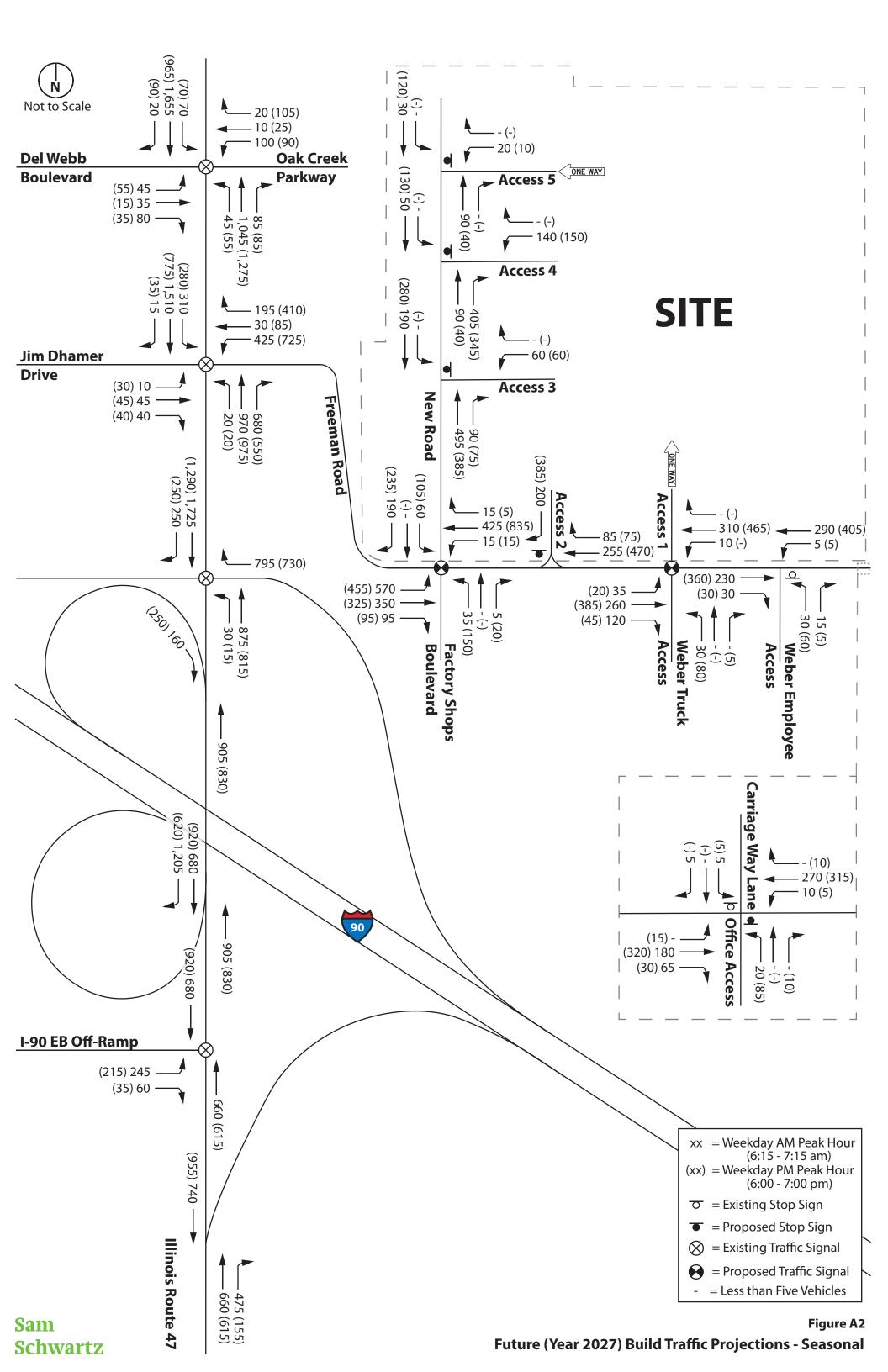
A.3. Future Traffic Projections

As in the non-seasonal condition, future analysis was performed for Year 2027, reflecting build-plus-five conditions given the proposed site's anticipated completion in Year 2022. In order to estimate future background traffic for the Year 2027 design horizon, Year 2050 ADT projections were obtained from CMAP for the major study roadways. Based on the projections provided, compounded annual growth rates were derived for each roadway, as in section 3.5 of this report.

The referenced growth rates were applied to seasonal baseline (2020) traffic volumes in the study area (6:15-7:15AM and 6:00-7:00 PM). No growth was applied to Oak Creek Parkway, Factory Shops Boulevard, either of the Weber Grill access driveways, or Carriage Way Lane assuming that the associated developments are fully built-out.

The resulting volumes were balanced across the study area and added to the seasonal existing volumes to yield Year 2027 Future No-Build traffic projections, illustrated in *Figure A1*. Site-generated seasonal trips were then added to the No-Build seasonal condition, resulting in the Year 2027 Future Build seasonal traffic projections shown in *Figure A2*. All distribution and assignment assumptions are consistent with those utilized in the non-seasonal condition as outlined in *Figure 3* and *Figure 4*.







A.4. Future Intersection Operations

As in the non-seasonal condition, capacity analyses were conducted using Synchro 10 software to assess future traffic operations during weekday morning and evening peak hours for future No-Build and Build seasonal conditions. The results of these analyses are detailed in the following sections:

Future No-Build Conditions (Seasonal)

As noted previously, apart from the access-related improvements outlined in the background development TIAs, there are no planned background improvements in the study area, and so no other background improvements were incorporated into the analysis of future No-Build conditions. Based on this assumption, area traffic operations for this scenario are projected as shown in **Table A2**.

Table A2. Future (Year 2027) No-Build Levels of Service (Seasonal Condition)

Intersection	Weekday Peak		Weekday Evening Peak Hour		
mersection	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS	
IL 47 / Del Webb Boulevard & Oak Creek Parkway ¹					
Eastbound	53.3	D	49.5	D	
Westbound	47.7	D	56.7	E	
Northbound	14.2	В	15.1	В	
Southbound	16.3	В	14.4	В	
Overall	19.0	В	19.8	В	
IL 47 / Jim Dhamer Drive & Freeman Road ¹					
Eastbound	55.9	E	55.8	E	
Westbound	52.9	D	58.6	E	
Northbound	1.3	Α	26.5	С	
Southbound	14.4	В	18.3	В	
Overall	13.7	В	31.6	С	
IL 47 / I-90 WB ramp junction ¹					
Westbound	67.1	E	45.5	D	
Northbound	8.7	Α	11.4	В	
Southbound	1.0	Α	2.0	Α	
Overall	15.6	В	15.2	В	
IL 47 / I-90 EB ramp junction ¹					
Eastbound	61.0	Е	58.1	Е	
Northbound	2.0	Α	1.9	Α	
Southbound	2.0	Α	2.0	Α	
Overall	9.0	Α	7.1	Α	
Freeman Road / Factory Shops Boulevard ¹					
Eastbound	9.0	Α	8.9	Α	
Westbound	5.5	Α	6.1	Α	
Northbound	10.0	В	11.3	В	
Overall	7.9	Α	8.1	Α	
Freeman Road / Weber Truck Access ²					
Westbound (Left)	8.3	Α	8.2	Α	
Northbound	11.6	В	17.1	С	
Freeman Road / Weber Employee Access ²					
Westbound (Left)	7.8	Α	8.0	Α	
Northbound	10.9	В	13.7	В	
Freeman Road / Carriage Way Lane & Office Access ²					
Eastbound (Left)	7.6	Α	7.8	Α	
Westbound (Left)	7.6	A	7.7	A	
Northbound	11.4	В	14.7	В	
Southbound	10.4	В	12.4	В	

¹Signalized Intersection ²Two-Way Stop-Controlled Intersection



Most approaches are expected to perform at LOS D or better during both peak hours analyzed in the No-Build seasonal condition. At the intersections of IL 47 with Del Webb Boulevard/Oak Creek Parkway, Jim Dhamer Drive/Freeman Road, and the I-90 eastbound and westbound ramp junctions, several minor-street approaches are projected to operate at LOS E. High delay on minor-leg approaches is not uncommon at intersections with major arterials, where high cycle lengths are installed along with the prioritization of the mainline phases.

Future Build Conditions (Seasonal)

To assess the impact of the proposed site on traffic operations within the study area, capacity analyses were performed for Year 2027 Build seasonal conditions. Consistent with No-Build seasonal conditions, no additional background improvements relative to the No-Build scenario were included in future Build analysis. All site-related geometric traffic improvements recommended as a part of the non-seasonal condition were assumed as incorporated into the Build seasonal condition. However, in addition to the signal timing adjustments described in Section 3.6 of this report, further green time allocation was incorporated at the intersections of Freeman Road with both IL 47 and Factory Shops Boulevard/New Road. It should be noted that these adjustments, in addition to the implementation of traffic management personnel, are expected to adequately handle the surge in traffic projected to be associated with seasonal conditions at the receive center on top of the both background developments incorporated into this study. Therefore, further adjustments to the signal timings outlined as a part of the non-seasonal analysis should only be explored at such a time when all projected area traffic is realized. A summary of the capacity results for the Year 2027 Build scenario is presented in **Table A3**.

Table A3. Future (Year 2027) Build Levels of Service (Seasonal Condition)

Intersection	Weekday Peak		Weekday Evening Peak Hour		
intersection	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS	
IL 47 / Del Webb Boulevard & Oak Creek Parkway ¹					
Eastbound	53.3	D	49.5	D	
Westbound	47.7	D	56.7	Е	
Northbound	14.5	В	15.9	В	
Southbound	17.8	В	14.5	В	
Overall	19.6	В	19.7	В	
IL 47 / Jim Dhamer Drive & Freeman Road ¹					
Eastbound	55.9	Е	56.6	Е	
Westbound	53.0	D	70.8	Е	
Northbound	2.7	Α	32.1	С	
Southbound	37.3	D	30.8	С	
Overall	26.5	С	44.3	D	
IL 47 / I-90 WB ramp junction ¹					
Westbound	>120	F	40.0	D	
Northbound	7.6	Α	18.3	В	
Southbound	2.3	Α	1.7	Α	
Overall	40.7	D	15.2	В	
IL 47 / I-90 EB ramp junction ¹					
Eastbound	55.6	E	57.3	E	
Northbound	3.2	Α	2.7	Α	
Southbound	3.1	Α	2.8	Α	
Overall	12.9	В	10.4	В	
Freeman Road / Factory Shops Boulevard & New Road ¹					
Eastbound	55.9	Е	>120	F	
Westbound	61.0	E	72.6	E	
Northbound	33.2	С	35.2	D	
Southbound	17.5	В	40.3	D	
Overall	50.1	D	113.5	F	
Freeman Road / Access 2 ²					
Southbound	12.1	В	27.8	D	
Freeman Road / Weber Truck Access & Access 11					
Eastbound	0.5	Α	0.8	Α	
Westbound	2.4	Α	4.8	Α	
Northbound	47.2	D	53.2	D	
Overall	3.2	Α	7.1	Α	

¹Signalized Intersection ²Two-Way Stop-Controlled Intersection

Table A3. Future (Year 2027) Build Levels of Service (Seasonal Condition, continued)

Intersection	Weekday Peak	Morning Hour	Weekday Evening Peak Hour	
intersection	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS
Freeman Road / Weber Employee Access ²				
Westbound (Left)	7.9	Α	8.4	Α
Northbound	12.0	В	23.3	С
Freeman Road / Carriage Way Lane & Office Access ²				
Eastbound (Left)	7.8	Α	8.0	Α
Westbound (Left)	7.7	Α	8.0	Α
Northbound	13.3	В	19.4	С
Southbound	11.7	В	14.7	В
New Road / Access 3 ²				
Southbound (Left)	10.0	В	9.7	Α
Westbound	40.3	Е	73.5	F
New Road / Access 4 ²				
Southbound (Left)	9.4	Α	9.2	Α
Westbound	19.3	С	31.3	D
New Road / Access 5 ²				
Southbound (Left)	7.5	Α	7.4	Α
Westbound	11.2	В	12.0	В

¹Signalized Intersection

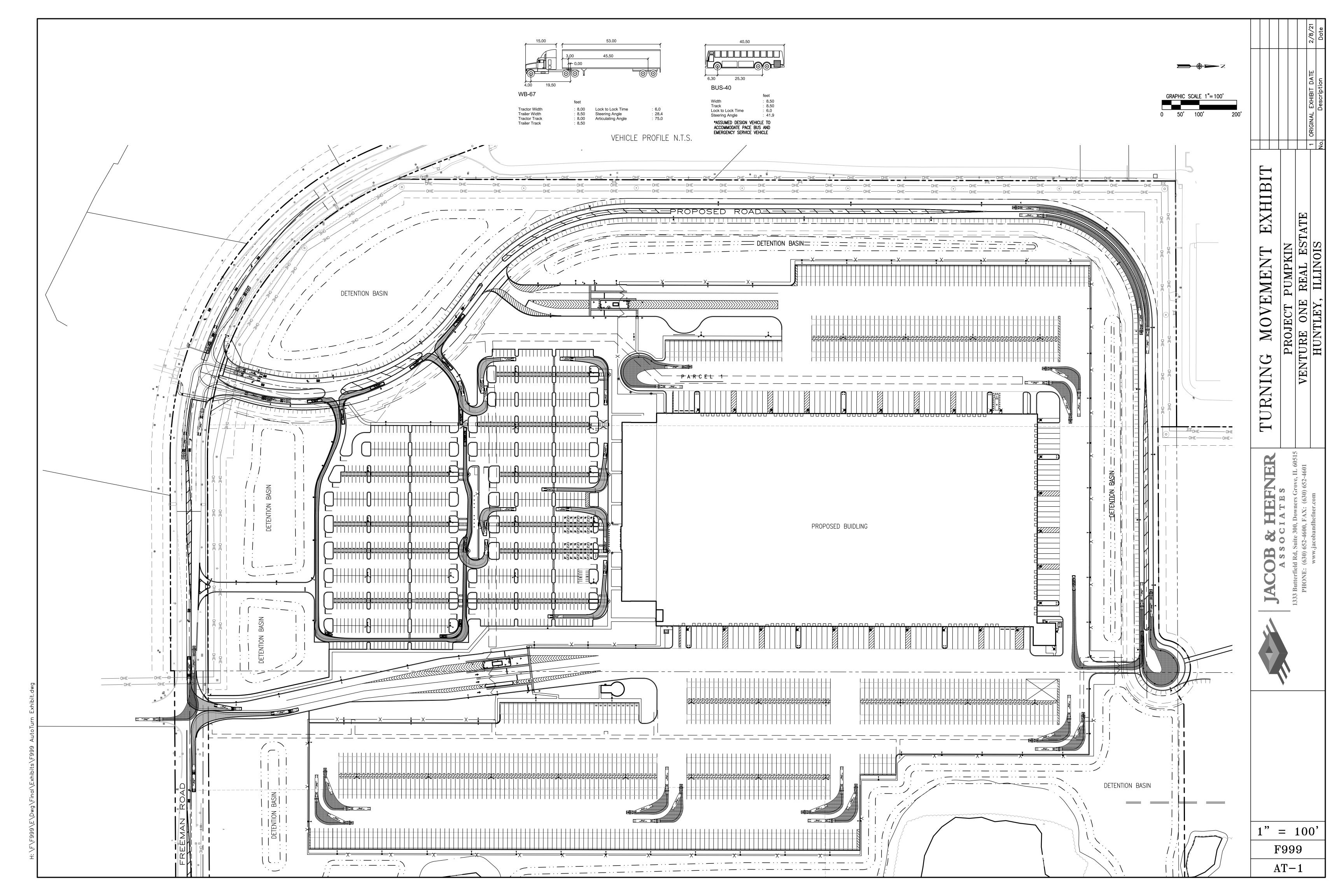
As expected, the above table shows that most intersection approaches increase in delay with the addition of seasonal site traffic. In most cases, approaches are projected to remain at the same LOS as in the seasonal No-Build condition.

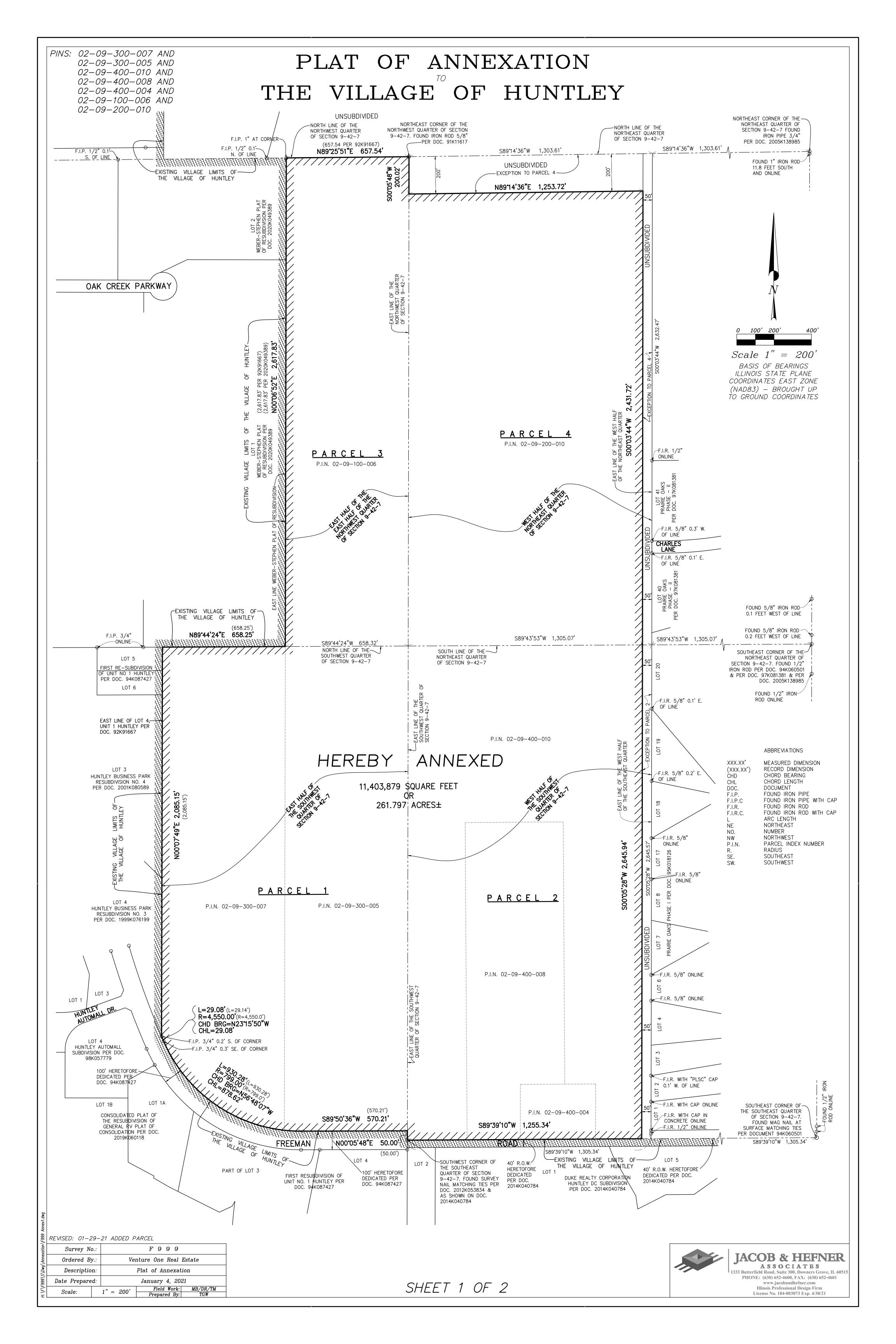
However, compared to the non-seasonal Build condition, several approaches are projected to fail (LOS F).

- At I-90's westbound ramp junction with IL 47, the westbound approach is projected at LOS F during the morning peak hour.
- The eastbound approach at the intersection of Freeman Road and New Road/Factory Shops Boulevard is projected at LOS F during the evening peak hour. As a result, the overall intersection is projected at LOS F.
- At the intersection of Access 3 with New Road (the southernmost Building A parking access), the westbound approach is projected at LOS F during the evening peak hour.

It is common that fulfillment centers engage traffic control personnel during the peak season to dynamically manage the increased volume of employee traffic that is experienced during this time. It is recommended that this strategy be employed for the proposed development, with traffic control personnel stationed internally within the site and at the intersection of Freeman Road with New Road to override or manually control of the signal cabinet. Additionally, a transportation management plan should be considered to disperse shift-change traffic evenly over the course of an hour or more during seasonal operations.

²Two-Way Stop-Controlled Intersection





PINS: 02-09-300-007 AND 02-09-300-005 AND 02-09-400-010 AND 02-09-400-008 AND 02-09-400-004 AND 02-09-100-006 AND 02-09-200-010

PLAT OF ANNEXATION THE VILLAGE OF HUNTLEY

HEREBY ANNEXED

PARCEL 1:

THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS, EXCEPT THAT PART OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID QUARTER; THENCE NORTHERLY ALONG THE EAST LINE OF SAID QUARTER 50.0 FEET TO A LINE DRAWN PARALLEL WITH AND 50.0 FEET NORTHERLY OF THE SOUTH LINE OF SAID QUARTER (MEASURED AT RIGHT ANGLES THERETO); THENCE WESTERLY ALONG SAID PARALLEL LINE 570.21 FEET; THENCE WESTERLY AND NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 799.0 FEET TANGENT TO THE LAST DESCRIBED COURSE 930.28 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 4,550.0 FEET TANGENT TO THE LAST DESCRIBED CURVE AT THE LAST DESCRIBED POINT 29.14 FEET TO THE EASTERLY LINE OF LOT 14, UNIT NO. 1, HUNTLEY, VILLAGE OF HUNTLEY, KANE COUNTY, ILLINOIS; THENCE SOUTHERLY ALONG AN EASTERLY LINE OF SAID UNIT 559.89 FEET TO SAID SOUTH LINE; THENCE EASTERLY ALONG SAID SOUTH LINE 1,317.98 FEET TO THE POINT OF BEGINNING, IN THE VILLAGE OF HUNTLEY, KANE COUNTY, ILLINOIS.

PARCEL 2:

THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS, EXCEPT THE EAST 50 FEET.

PARCEL 3:

THE EAST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

PARCEL 4:

THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS. EXCEPT THE EAST 50 FEET AND EXCEPT THE NORTH 200 FEET (EXCEPT THE EAST 50 FEET) OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS,

VILLAGE BOARD CERTIFICATE
State of Illinois))SS
Counties of McHenry and Kane)
Approved by the President and Board of Trustees of the Village of Huntley McHenry and Kane Counties, Illinois, at a meeting held
this day of, A.D., 2021.
as Ordinance No
Ву:
Village President
Attest:

Village Clerk

SURVEYOR'S CERTIFICATE

State of Illinois SS

County of DuPage)

This is to certify that I, Timothy G. Wolfe, an Illinois Professional Land Surveyor, have prepared the Map hereon from surveys and official records for the purpose of annexing the same into the Village of Huntley, Illinois, and the Map hereon drawn is a correct representation of the property to be annexed.

Given under my hand and seal this 29th day of January, 2021.

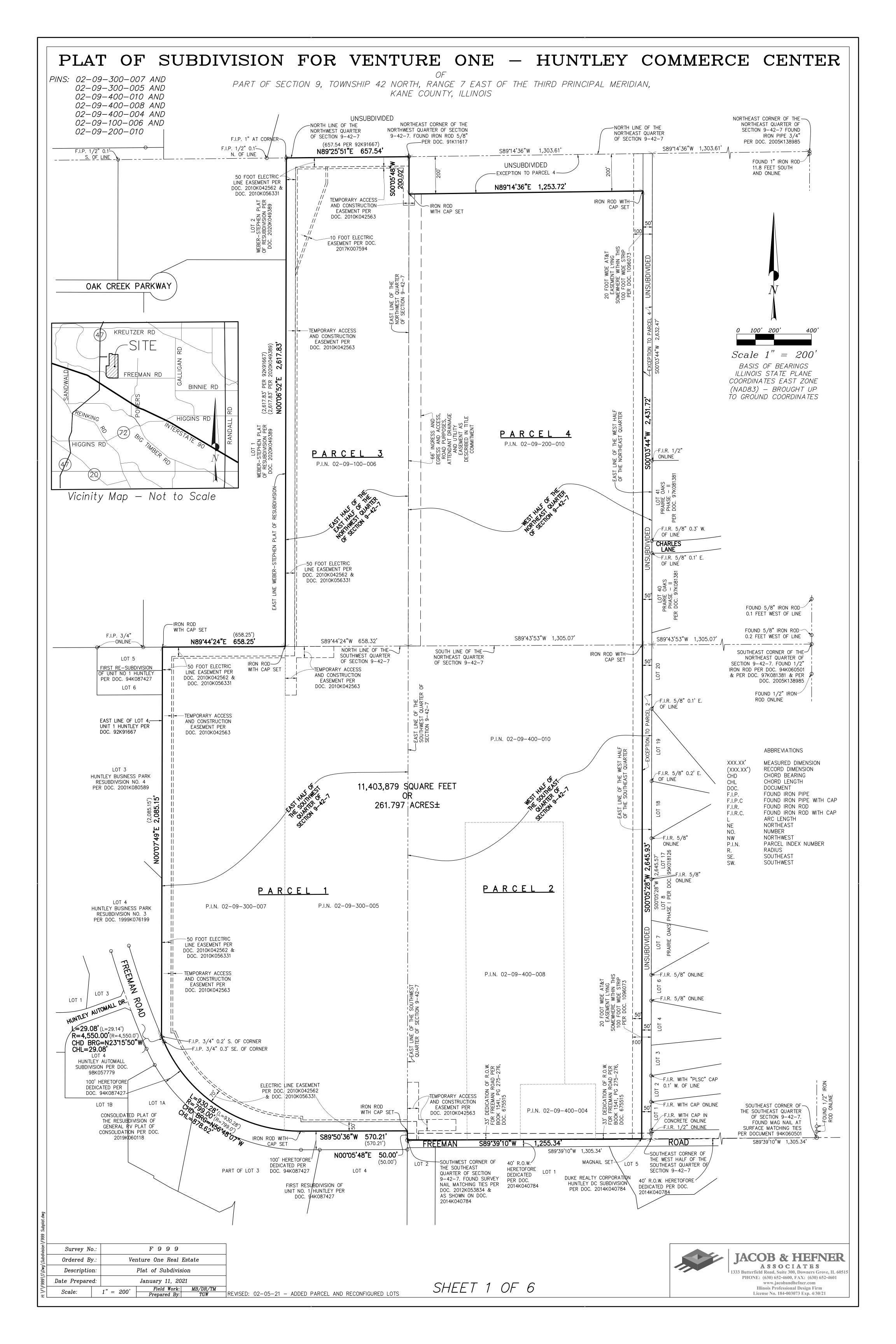


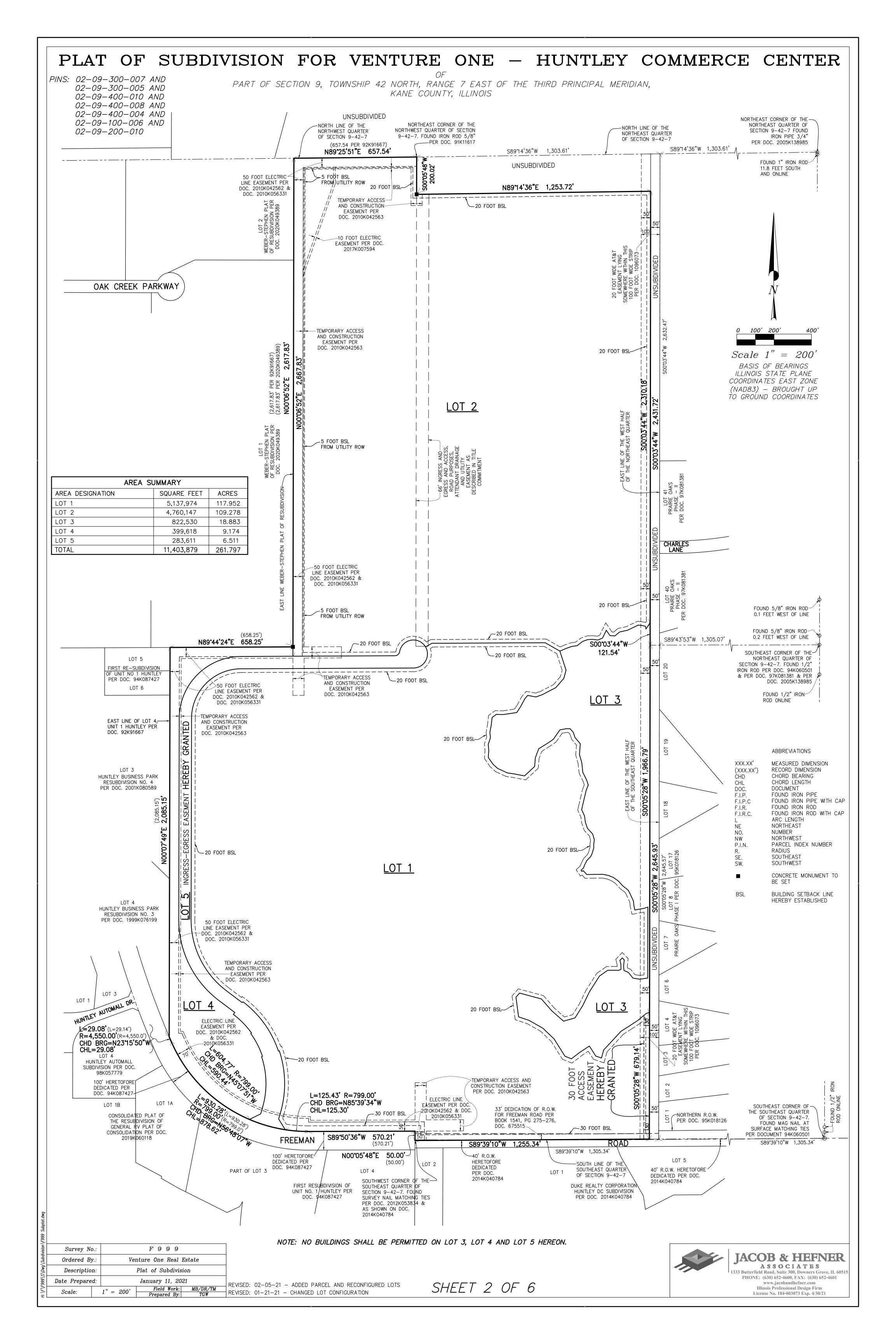
Timothy G. Wolfe Jacob & Hefner Associates, Inc. Illinois Professional Land Surveyor No. 035-003535 My License Expires November 30, 2022

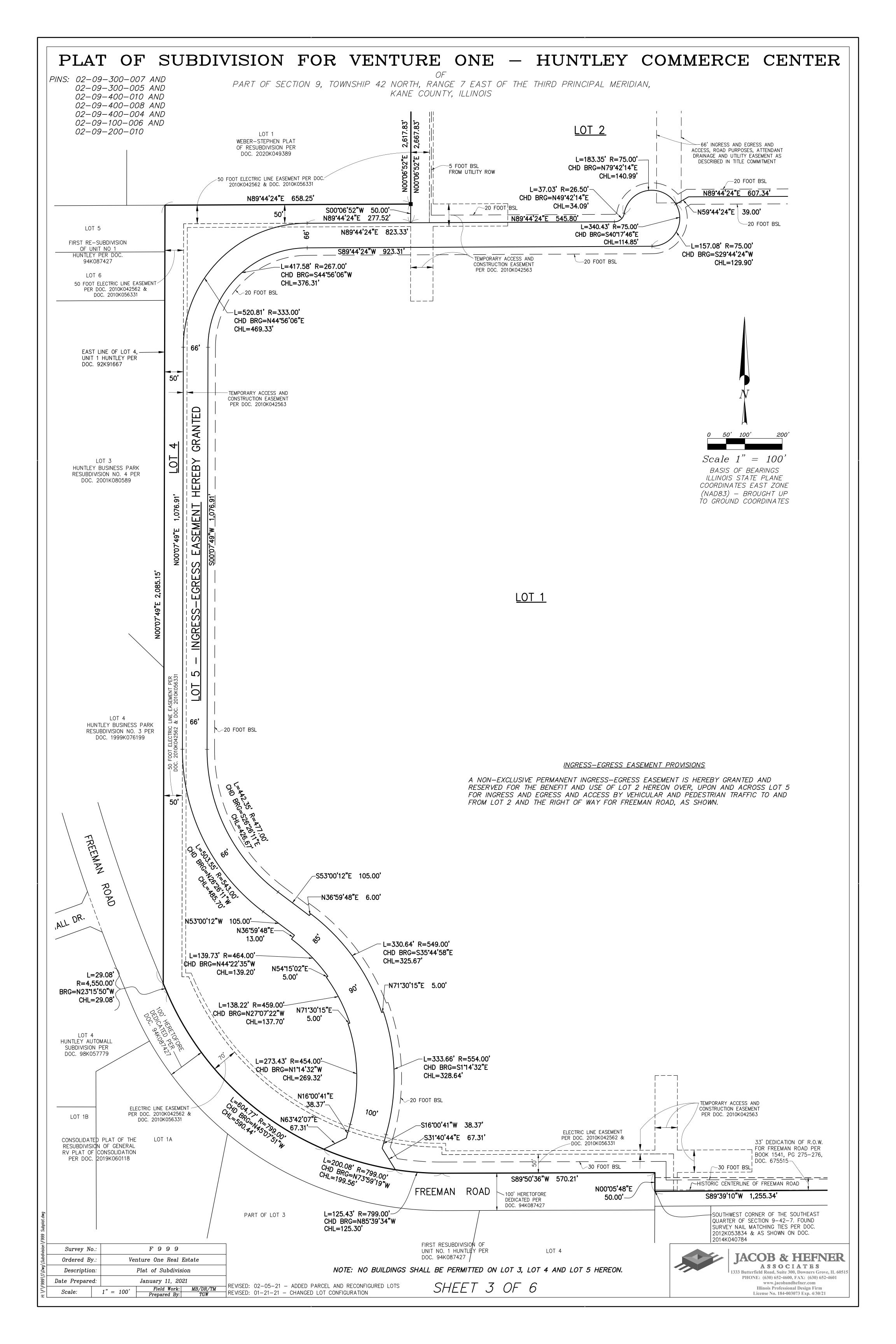
REVISED: 01-29-21 ADDED PARCEL

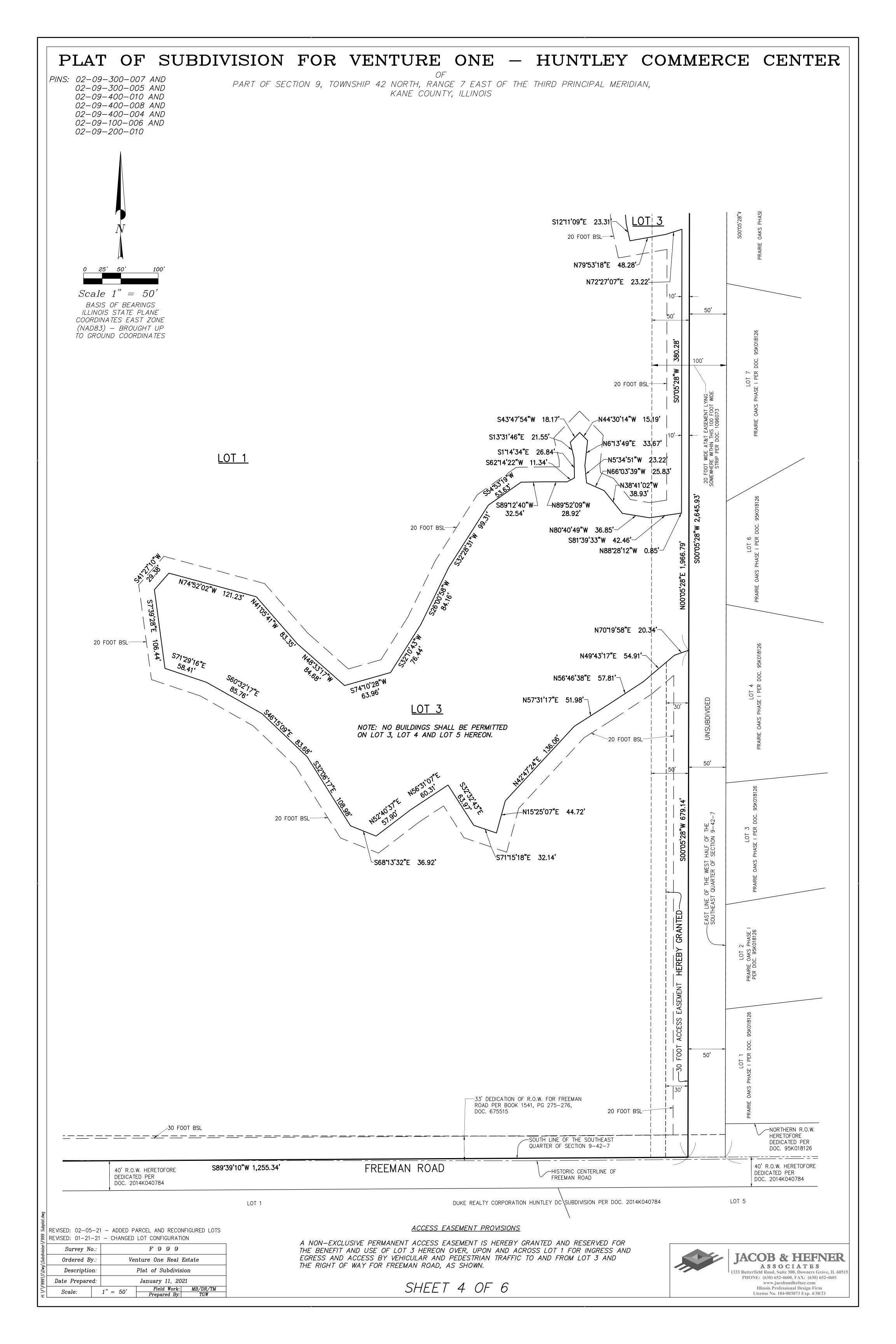
F 9 9 9 Survey No.: Venture One Real Estate Ordered By.: Plat of Annexation Description: January 4, 2021 Date Prepared: Field Work: MB/DR/TM 1" = 200'Scale: Prepared By:

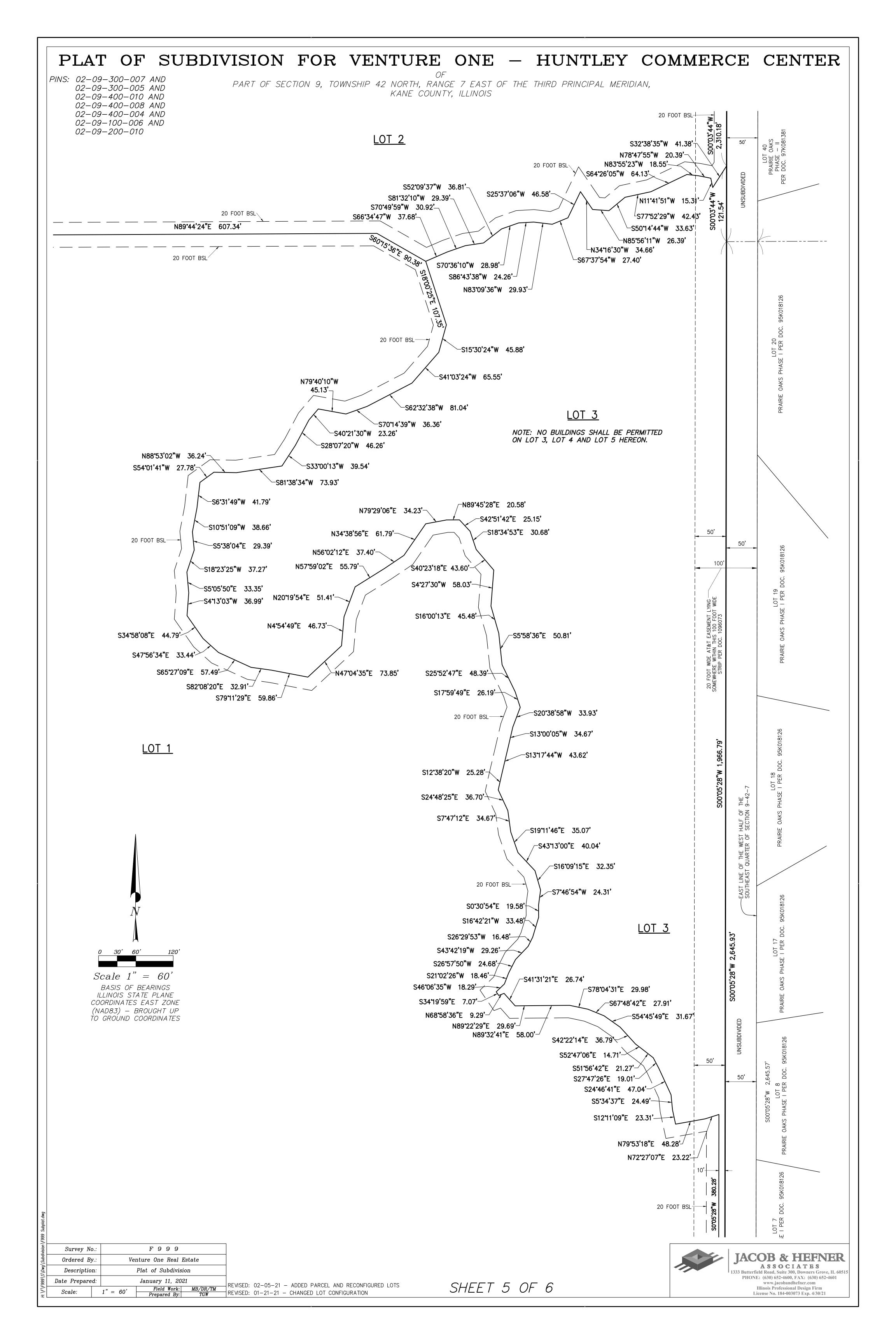




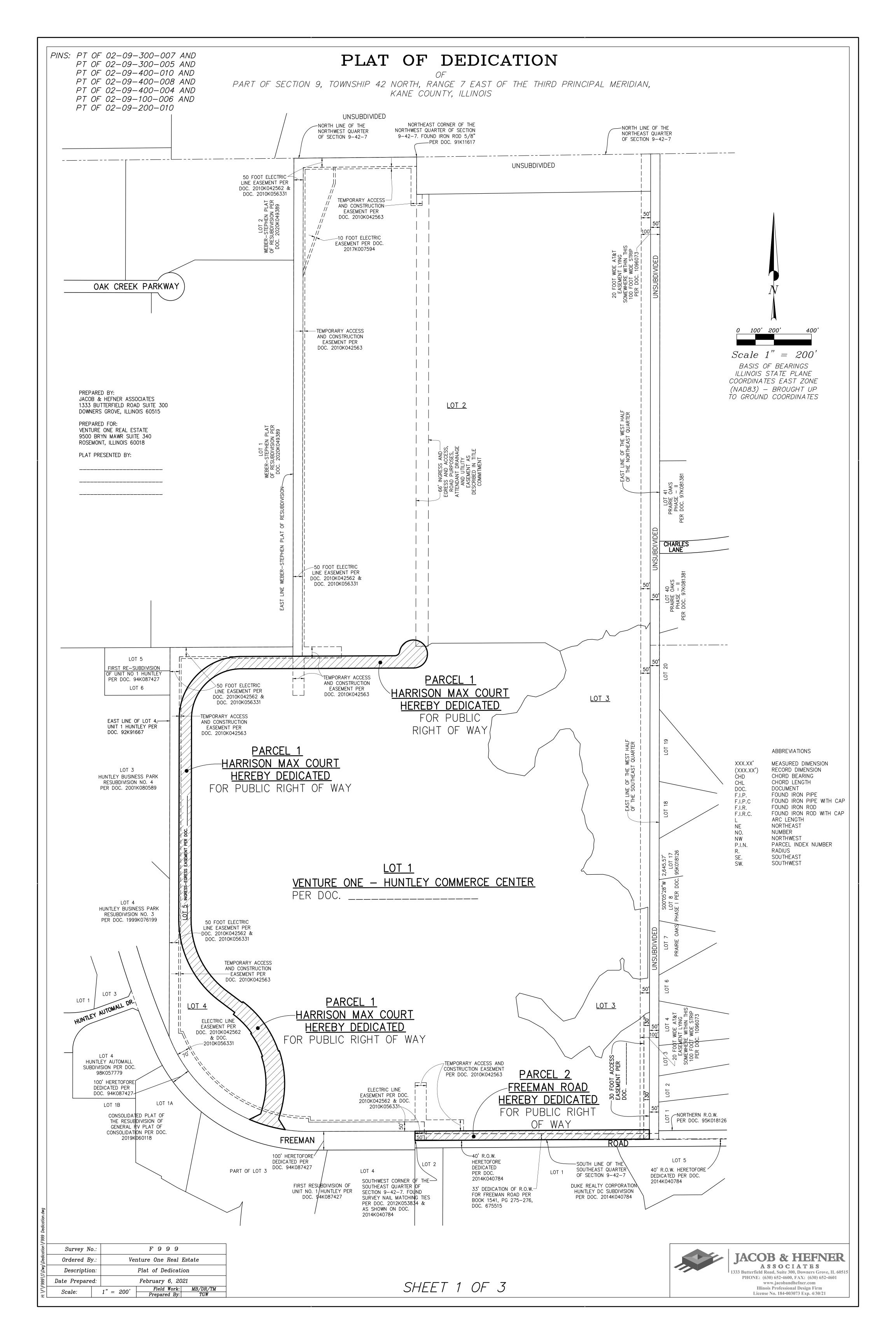


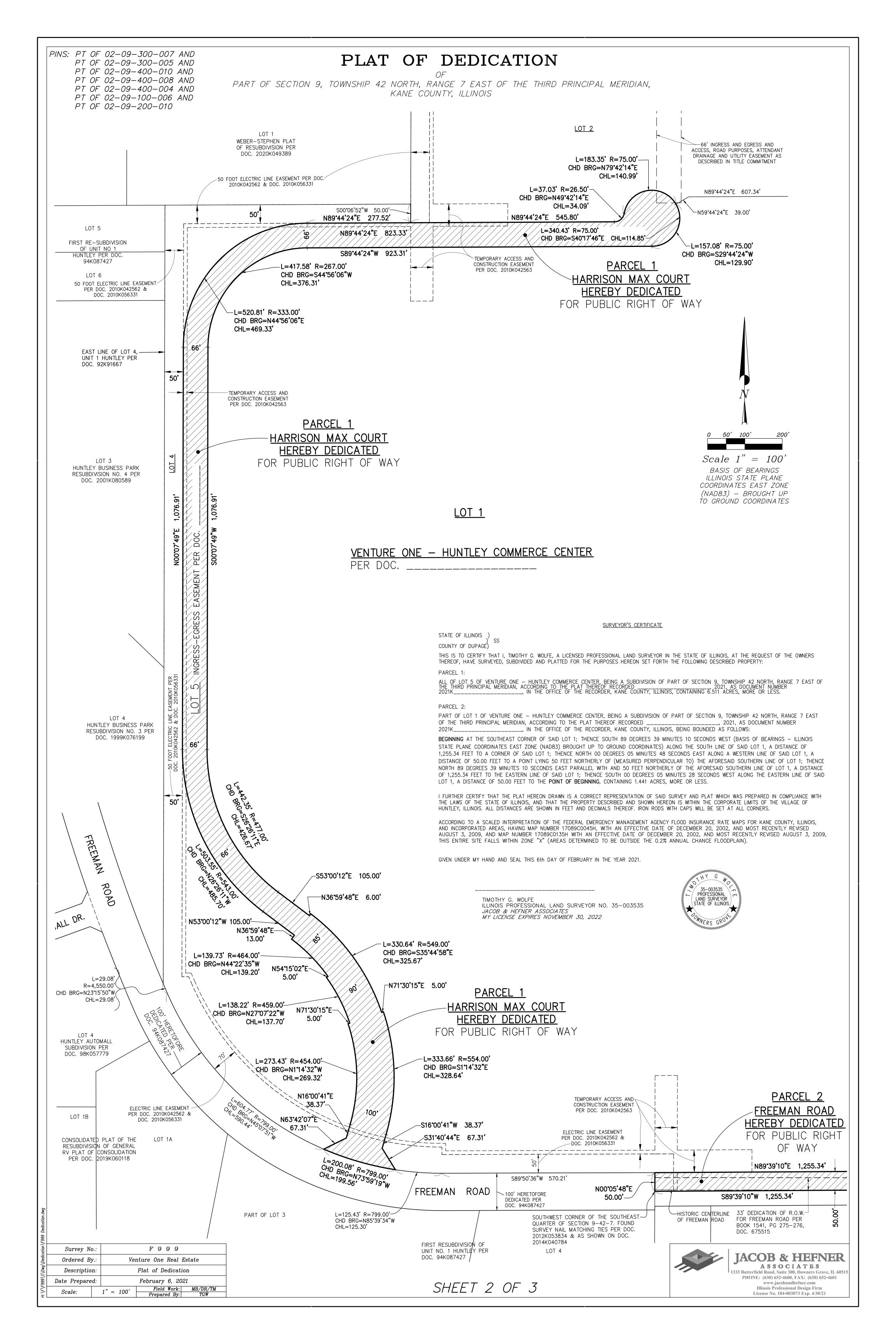






02-09-400-004 AND 02-09-100-006 AND				OATE		
02-09-100-006 AND 02-09-200-010		STAT	<u>VILLAGE BOARD CERTIF</u> TE OF ILLINOIS)) SS	<u>CATE</u>		
OWNER'S CERTIFICATE		COUI	NTY OF McHENRY)			
STATE OF)) SS COUNTY OF)			ROVED BY THE VILLAGE BOARD OF HU	,		
THIS IS TO CERTIFY THAT 92131, LLC, A FLORIDA LIMITED LIABILITY COMPANY, A PROPERTY DESCRIBED IN THE ANNEXED PLAT, HAS CAUSED THE SAME TO BE PITEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH AND DOES HEREBY ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.	ATTED AS INDICATED	BY:	DAT OF	•		
SCHOOL DISTRICT STATEMENT PURSUANT TO SECTION 1.005 OF THE PLAT ACT, 765 ILCS 205, THIS DOCUMENT SCHOOL DISTRICT STATEMENT. TO THE BEST OF THE OWNER'S KNOWLEDGE THE SWHICH THE TRACT OF LAND LIES, IS IN THE FOLLOWING SCHOOL DISTRICT(S);		ATTE	ST:			
CLEMENTARY/MIDDLE/HIGH SCHOOL COMMUNITY UNIT SCHOOL DISTRICT 300 2550 HARNISH DRIVE						
ALGONQUIN, IL 60102 DATED AT DAY OF	<u>,</u> 2021.		OF ILLINOIS)) SS	VILLAGE TREASURER CERT	<u>IFICATE</u>	
2131, LLC, A FLORIDA LIMITED LIABILITY COMPANY			Y OF McHENRY)	, VILLAGE TREASURER OF	THE VILLAGE OF HUNTLEY	Y, ILLINOIS, DO HEREBY
3Y:		CERTIF INSTAL	TY THAT THERE ARE NO DELINQUENT LIMENTS APPORTIONED AGAINST THE AT HUNTLEY, McHENRY COUNTY, ILLI	OR UNPAID CURRENT OR FO TRACT OF LAND INCLUDED IN	RFEITED SPECIAL ASSESSM	,
PRINTED:						
TITLE:		THIS _	DAY OF	, 2021 A.D.		
02131, LLC, A FLORIDA LIMITED LIABILITY COMPANY 0650 VIAU WAY MEPHYRHILLS, FL, 33540		BY	VILLAGE TREASURER			
NOTARY CERTIFICATE						
TATE OF)						
EFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONA		STATE	PLAN COMMISSION (<u>CERTIFICATE</u>		
BE THE, OF 92131, LLC, IABILITY COMPANY, WHO ACKNOWLEDGED THE EXECUTION OF THE FOREGOING "PROMPANY.	A FLORIDA LIMITED	COUNT) SS Y OF McHENRY)			
WITNESS MY HAND AND NOTARIAL SEAL THIS DAY OF	. 2021.		VED BY THE PLAN COMMISSION OF TI		INOIS	
		BY:				
NOTARY PUBLIC)			CHAIRPERSON			
PRINTED SIGNATURE)		ATTES	T: SECRETARY			
MY COMMISSION EXPIRES:						
MY COUNTY OF RESIDENCE:						
		STATE O	F ILLINOIS)	KANE COUNTY CLERK'S CER	<u>RTIFICATE</u>	
) SS OF KANE)			
DRAINAGE CERTIFICATE TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WAT			DELINQUENT GENERAL TAXES, NO UNI		KES, NO UNPAID FORFEITED	D TAXES, AND NO
HANGED BY THE CONSTRUCTION OF THIS SUBDIVISION OR ANY PART THEREOF, ATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE SUCH TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOUSE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THIS SUBDIVISION	OR COLLECTION AND HE OWNER HAS A CORDANCE WITH OD OF DAMAGE TO	RECEIVE	BLE TAX SALES AGAINST ANY OF TH O ALL STATUTORY FEES IN CONNECTION NDER MY HAND AND SEAL OF THE CO	N WITH THE ANNEXED PLAT		CERTIFY THAT I HAVE
DWNER: 92131, LLC, A FLORIDA LIMITED LIABILITY COMPANY		THIS	DAY OF	, 2021 A.D.		
Y:		BY	COUNTY CLERK			
RINTED: REGISTERED PROFESSION ITLE: PRINTED:						
			<u>SL</u>	IRVEYOR'S CERTIFICATE		
		STATE OF ILLINOIS) SS COUNTY OF DUPAGE)	WOLEE A LIGENCED DECERCIONAL LAND CL	IDVENOD IN THE CTATE OF HILINOID	C AT THE DECUECT OF THE OW	UNICOS TUCDOS LIAVO SUDVEVED
			WOLFE, A LICENSED PROFESSIONAL LAND SURPOSES HEREON SET FORTH THE FOLLOWING I		s, AT THE REQUEST OF THE OWN	NERS THEREOF, HAVE SURVEYED,
		COUNTY, ILLINOIS, EXCEPT THAT PAR FOLLOWS: BEGINNING AT THE SOUTHE	QUARTER OF SECTION 9, TOWNSHIP 42 NOI FOF THE SOUTHWEST QUARTER OF SECTION AST CORNER OF SAID QUARTER; THENCE N	N 9, TOWNSHIP 42 NORTH, RANG NORTHERLY ALONG THE EAST LIN	GE 7 EAST OF THE THIRD PRIN NE OF SAID QUARTER 50.0 FEE	NCIPAL MERIDIAN DESCRIBED AS ET TO A LINE DRAWN PARALLEL WI
STATE OF ILLINOIS) SS		THENCE WESTERLY AND NORTHWESTER NORTHWESTERLY ALONG A CURVE TO THE EASTERLY LINE OF LOT 14, UNIT	SOUTH LINE OF SAID QUARTER (MEASURED RLY ALONG A CURVE TO THE RIGHT HAVING THE RIGHT HAVING A RADIUS OF 4,550.0 NO. 1, HUNTLEY, VILLAGE OF HUNTLEY, KA	GA RADIUS OF 799.0 FEET TANGENT TO THE LAST DE NE COUNTY, ILLINOIS; THENCE S	GENT TO THE LAST DESCRIBED SCRIBED CURVE AT THE LAST SOUTHERLY ALONG AN EASTER	D COURSE 930.28 FEET; THENCE DESCRIBED POINT 29.14 FEET TO RLY LINE OF SAID UNIT 559.89 FEE
COUNTY OF McHENRY) I,, THE VILLAGE		PARCEL 2:	RLY ALONG SAID SOUTH LINE 1,317.98 FEE ⁻	,	,	,
ENGINEER FOR THE VILLAGE OF HUNTLEY, DO HEREBY CERTIFY THAT THE TOPOGRAPHIC STUDIES AND ENGINEERING PLANS ACCOMPANYING THE PLAT HEREON DRAWN, AS REQUIRED BY THE PLAT ACT, HAVE BEEN REVIEWED UNDER MY SUPERVISION AND THAT, TO THE BEST OF MY KNOWLEDGE, THE		THE WEST HALF OF THE SOUTHEAST COUNTY, ILLINOIS, EXCEPT THE EAST	QUARTER OF SECTION 9, TOWNSHIP 42 NOI 50 FEET.	RTH, RANGE 7 EAST OF THE THI	RD PRINCIPAL MERIDIAN IN TH	IE TOWNSHIP OF RUTLAND, KANE
PLANS CONFORM TO THE REQUIREMENTS AND ORDINANCES OF SAID DATED THISIN THE YEAR		PARCEL 3: THE EAST HALF OF THE EAST HALF (RUTLAND, KANE COUNTY, ILLINOIS.	OF THE NORTHWEST QUARTER OF SECTION	9, TOWNSHIP 42 NORTH, RANGE	7 EAST OF THE THIRD PRINCE	IPAL MERIDIAN IN THE TOWNSHIP OF
BY VILLAGE ENGINEER		COUNTY, ILLINOIS. EXCEPT THE EAST	QUARTER OF SECTION 9, TOWNSHIP 42 NOI 50 FEET AND EXCEPT THE NORTH 200 FEE	T (EXCEPT THE EAST 50 FEET)	OF THE WEST HALF OF THE N	•
		I FURTHER CERTIFY THAT THE PLAT HE ILLINOIS, AND THAT THE PROPERTY DES	OF THE THIRD PRINCIPAL MERIDIAN IN THE REON DRAWN IS A CORRECT REPRESENTATION CRIBED AND SHOWN HEREON IS WITHIN THE (APS WILL BE SET AT ALL CORNERS EYCEPT W	OF SAID SURVEY AND PLAT WHIC CORPORATE LIMITS OF THE VILLAGE	CH WAS PREPARED IN COMPLIAN E OF HUNTLEY, ILLINOIS. ALL DIS	
	PREPARED BY:	ACCORDING TO A SCALED INTERPRETATI HAVING MAP NUMBER 17089C0045H, W	APS WILL BE SET AT ALL CORNERS EXCEPT V ON OF THE FEDERAL EMERGENCY MANAGEMEN ITH AN EFFECTIVE DATE OF DECEMBER 20,	IT AGENCY FLOOD INSURANCE RAT 2002, AND MOST RECENTLY RE	TE MAPS FOR KANE COUNTY, ILL EVISED AUGUST 3, 2009, AND	MAP NUMBER 17089C0135H WITH A
	JACOB & HEFNER ASSOCIATES 1333 BUTTERFIELD ROAD SUITE 300 DOWNERS GROVE, ILLINOIS 60515	0.2% ANNUAL CHANCE FLOODPLAIN).	002, AND MOST RECENTLY REVISED AUGUS	i J, ZUUY, IHIS ENIIRE SITE FA	LLO WITHIN ZUNE "X" (AREAS	NEIEKWIINEN IN RE ONISIDE THE
	PREPARED FOR: VENTURE ONE REAL ESTATE 9500 BRYN MAWR SUITE 340	GIVEN UNDER MY HAND AND SEAL THIS	11th DAY OF JANUARY IN THE YEAR 2021.	MANAGER STATE		
SED: 02-05-21 ADDED PARCEL AND RECONFIGURED LOTS	ROSEMONT, ILLINOIS 60018			35-003535		
Survey No.: F 9 9 9	PLAT PRESENTED BY:	TIMOTHY G. WOLFE		PROFESSIONAL ME		
Survey No.: F 9 9 9 Ordered By.: Venture One Real Estate Description: Plat of Subdivision		ILLINOIS PROFESSION JACOB & HEFNER	NAL LAND SURVEYOR NO. 35-003535	PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS		ACOB & HEFNE ASSOCIATES tutterfield Road, Suite 300, Downers Grove, IL





	OF DEDICATION
-	OF NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN,
PT OF 02-09-100-006 AND PT OF 02-09-200-010	KANE COUNTY, ILLINOIS
OWNER'S CERTIFICATE	VILLAGE BOARD CERTIFICATE
STATE OF)) SS COUNTY OF)	STATE OF ILLINOIS)) SS
THIS IS TO CERTIFY THAT USRLP HUNTLEY, LLC., a Delaware limited liability company, AS OWNER OF THE PROPERTY DESCRIBED IN THE ANNEXED PLAT, HAS CAUSED THE SAME TO BE PLATTED AS INDICATED HEREON,	COUNTY OF McHENRY) APPROVED BY THE VILLAGE BOARD OF HUNTLEY, ILLINOIS,
FOR THE USES AND PURPOSES THEREIN SET FORTH AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.	THIS DAY OF, 2021 A.D.
SCHOOL DISTRICT STATEMENT PURSUANT TO SECTION 1.005 OF THE PLAT ACT, 765 ILCS 205, THIS DOCUMENT SHALL SERVE AS THE SCHOOL DISTRICT STATEMENT. TO THE BEST OF THE OWNER'S KNOWLEDGE THE SCHOOL DISTRICT(S) IN WHICH THE	BY: ATTEST:
TRACT OF LAND LIES, IS IN THE FOLLOWING SCHOOL DISTRICT(S); ELEMENTARY/MIDDLE/HIGH SCHOOL: COMMUNITY UNIT SCHOOL DISTRICT 300	VILLAGE PRESIDENT VILLAGE CLERK
2550 HARNISH DRIVE ALGONQUIN, IL 60102	
DATED AT,, THIS DAY OF, 2021. USRLP HUNTLEY, LLC, a Delware limited liability company	
By: USAA Real Estate Company, a Delaware corporation, its sole member	VILLAGE TREASURER CERTIFICATE STATE OF ILLINOIS)
By:	COUNTY OF McHENRY)
Name:	I,, VILLAGE TREASURER OF THE VILLAGE OF HUNTLEY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS APPORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THIS PLAT.
Title:	DATED AT HUNTLEY, McHENRY COUNTY, ILLINOIS,
NOTARY CERTIFICATE	THIS DAY OF, 2021 A.D.
STATE OF)) SS COUNTY OF)	BY
I,, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE AFORESAID,	VILLAGE TREASURER
DO HEREBY CERTIFY THAT, PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE SIGNED AND DELIVERED SAID INSTRUMENT AS HIS OWN FREE AND	
VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.	PLAN COMMISSION CERTIFICATE
GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS DAY OF, 2021.	STATE OF ILLINOIS)) SS COUNTY OF McHENRY)
(NOTARY PUBLIC)	APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF HUNTLEY, ILLINOIS
MY COMMISSION EXPIRES:	THIS DAY OF, 2021 A.D.
	BY: ATTEST:
	CHAIRPERSON SECRETARY SECRETARY
VILLAGE ENGINEER'S CERTIFICATE	KANE COUNTY CLERK'S CERTIFICATE
STATE OF ILLINOIS)) SS	STATE OF ILLINOIS)) SS COUNTY OF KANE)
COUNTY OF McHENRY) I,, THE VILLAGE	I,, COUNTY CLERK IN KANE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT
ENGINEER FOR THE VILLAGE OF HUNTLEY, DO HEREBY CERTIFY THAT THE TOPOGRAPHIC STUDIES AND ENGINEERING PLANS ACCOMPANYING THE PLAT HEREON DRAWN, AS REQUIRED BY THE PLAT ACT, HAVE BEEN REVIEWED UNDER MY SUPERVISION AND THAT, TO THE BEST OF MY KNOWLEDGE, THE PLANS CONFORM TO THE REQUIREMENTS AND ORDINANCES OF SAID VILLAGE.	GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT.
DATED THIS DAY OFIN THE YEAR 2021 A.D.	GIVEN UNDER MY HAND AND SEAL OF THE COUNTY AT GENEVA, ILLINOIS,
BY	THIS DAY OF, 2021 A.D.
VILLAGE ENGINEER	BY COUNTY CLERK
	LOT 4
N	E A S E N S O S O S O S O S O S O S O S O S O S
	CCESS PER LOT 3 LOT 3 LOT 3 STRIP PER MIT STRIP PER D
	LOI 1
BASIS OF BEARINGS ILLINOIS STATE PLANE PER DOC	HUNTLEY COMMERCE CENTER SENSON
COORDINATES EAST ZONE (NAD83) —	EAST LINE OF VENTURE ONE COMMERCE CET OF FO
TEMPORARY ACCESS AND CONSTRUCTION EASEMENT PER DOC. 2010K042563	PARCEL 2 FREEMAN ROAD HEREBY DEDICATED
ELECTRIC LINE EASEMENT PER DOC. 2010K042562 & DOC. 2010K056331	FOR PUBLIC RIGHT OF WAY
SOUTH LINE OF LOT 1 OF VENTURE ONE - HUNTLEY COMMERCE CENTER	N89'39'10"E 1,255.34' S00'05'28"W NORTHERN R.O.W. PER DOC. 95K018126
FREEMAN N00°05'48"E 50.00' HISTORIC CENTERLINE OF FREEMAN ROAD	FREEMAN \$89°39'10"W 1,255.34' ROAD
SOUTHWEST CORNER OF THE SOUTHEAST	SOUTH LINE OF LOT 1 POINT OF BEGINNING PARCEL 2 SOUTHEAST CORNER OF LOT 1 DEDICATED PER
DEDICATED PER DOC. 94K087427 SURVEY NAIL MATCHING TIES PER DOC. 2012K053834 & AS SHOWN ON DOC. 2014K040784	OF VENTURE ONE — VENTURE ONE — HUNTLEY DOC. 2014K040784 HUNTLEY COMMERCE CENTER AND THE SOUTH LINE OF THE
LOT 4 LOT 2 33' DEDICATION OF R FOR FREEMAN ROAD BOOK 1541, PG 275-	2.0.W. 40' R.O.W. HERETOFORE SOUTHEAST QUARTER PER LOT 1 DEDICATED PER DOC. 2014K040784 SOUTHEAST QUARTER OF SECTION 9-42-7 LOT 5
DOC. 675515	DUKE REALTY CORPORATION HUNTLEY DC SUBDIVISION PER DOC. 2014K040784
Survey No.: F 9 9 9 Ordered By.: Venture One Real Estate	JACOB & HEFNER ASSOCIATES
Description: Plat of Dedication Date Prepared: February 6, 2021 Scale: 1" = 100' Field Work: MB/DR/TM Prepared Property TCW	1333 Butterfield Road, Suite 300, Downers Grove, IL 60515 PHONE: (630) 652-4600, FAX: (630) 652-4601 www.jacobandhefner.com Illinois Professional Design Firm
$\frac{>}{E} Scale: 1" = 100' \frac{Prefit work.}{Prepared By:} TGW$	License No. 184-003073 Exp. 4/30/21

From: Sent:

Monday, January 25, 2021 8:06 AM

To:

Margo Griffin

Subject:

January 25, 2021 meeting

Our names are Glenn and Shirley Dau and we live at 41W193 Cheryl Ct. Huntley IL. We have received notice of what is being approved on the Stade farm. We have many concerns pertaining to the building site. Our subdivision has already been hampered with the annoying semi noise from Weber grill and their unusual use of parking in the middle of Freeman Road. Our biggest concerns with the new project are many:

- 1) The way the building and loading docks are positioned will definitely affect our neighbor hood. Why can't the building be repositioned so the docks are facing West and not East.
- 2) The noise from semis is extremely bothersome to our quiet neighborhood. We moved in Prairie Oaks 25 years ago with the intention of enjoying the nature of the woods, wetlands, and quiet of the countryside. We understand the progress is always going to change things; however, we feel Huntley must be more considerate of the neighborhoods that progress is unsetting.
- 3) We were told that berms would be installed however, berms were installed around Weber and they did nothing to control the noise of the semis.
- 4) We definitely do not want the existing woods not the wetlands disturbed.
- 5) Will this have any effect on Commonwealth Edison's easement properties on the east side of the proposed site.
- 6) All the existing drainage tiles that are on the existing farm will be destroyed how is this development going to handle the run off of storm water?
- 7) Asphalt parking lots and building roofing does not absorb rain water!
- 8) Could you please confirm that only semi-trailers and not small delivery trucks will be used at this location. We are very concerned about how this would impact traffic.
- 9) Will this facility be operating 24 hours a day 7 days a week

We will definitely be listening to tonight's meeting for any all info that the board can provide.

Thank you

Glenn and Shirley Dau

January 24, 2021

Village of Huntley 10987 Main Street Huntley, II 60142

Attn: Village Board Members and Plan Commission Members

RE: January 25, 2021 Plan Commission Agenda Items (4) and (6A)

41W368 Freeman Road Conceptual Review of Proposed Annexation and Development

Dear Village Board Members and Plan Commission Members,

My name is Mike Figolah and my wife, Pam and I live at 41W092 Derby Court. We are residents of the Prairie Oaks subdivision located to the east of the subject property.

We and many of our neighbors have been aware that this Freeman Road property has been planned for industrial development even prior to when we purchased our homes. As such, we are not surprised to see a development such as this being proposed, and we do see positive benefits from such a development including a positive impact on the Kane County property tax base.

We been following the conceptual submittal of the proposed developments plans of the 41W368 Freeman Road property. We have had conversations with several of our neighbors and are writing these comments on their behalf as the consensus of our opinions.

We ask that these comments, all of which pertain to the conceptual review of Petition 21-01.22 which is Agenda Item 6.A, be read into the meeting record during Agenda Item 4: Public Comments.

The comments and concerns that we have at this time, based upon a review of the concept documents included in the Plan Commission Agenda Packet, are as follows:

- Traffic Study the agenda background information notes that the petitioner will be submitting a traffic study
 - a) As nearby residents, we have noted recent traffic concerns which may be outside the limits of a typical traffic study, but we mention them here and ask that they be included also. A considerable increase in traffic on Freeman Road east of this subject area has been occurring within the last few years, both at the intersection of Freeman Road and Carriage Way, and also at the intersection of Freeman Road and Galligan Road. With the projected employment at this site we would expect a considerable portion of employee traffic to utilize Freeman Road from the east, thereby continuing to increase traffic and add to these concerns
 - i) At Carriage Way, through traffic on Freeman Road is already causing delays both in safely exiting our subdivision, and also in entering our subdivision travelling from the west. There is no left turn lane for eastbound traffic from Freeman Road entering our subdivision, nor is there a westbound right turn lane for traffic to enter our subdivision form that direction. In addition, there is a hill on Freeman Road west of Carriage Way that affects sight distance when we are attempting exit our subdivision
 - (1) We are aware that this section of Freeman Road is Village of Huntley jurisdiction, and we ask that the traffic study be extended at least to the eastern Village limits to evaluate the need for turn lanes at the Carriage Way intersection.
 - (2) We do note that turn lanes were recently constructed at Freeman Road and Hannah Pearl Drive (which we do know is outside Village limits), even though the current (and future) number of residents using that entrance will be less than the current number of residents which access our subdivision at the Carriage Way intersection
 - ii) At the Freeman Road and Galligan Road intersection, traffic congestion issues and close calls continue to increase, and with an anticipation of some percentage of employee traffic coming from this direction, the need for turn lanes and traffic signals will only become more apparent. We are aware that the Kane County DOT has this

intersection improvement included within their current Comprehensive Road Improvement Program, and we ask that the petitioner and the Village extend the traffic study eastward to include this intersection to determine if these intersection improvements should be expedited for the safety of the motoring public

- b) Will the traffic study and development agreement require that all truck traffic can only access the site to and from RT 47?
- c) Also, will the traffic study document whether this is simply a distribution warehouse or will home-delivery box van type vehicles also utilize this facility? If so, will those also be restricted only to access to/from RT 47, or will those be allowed to travel east of Freeman Road beyond the project site?

2) Construction noise and dust concerns

- a) We ask that information be provided regarding allowable hours of construction, and that due to the proximity to a residential area that no exceptions to Village ordinances regarding working hours be allowed
- b) We would expect that a very extensive amount of earthwork is going to be required for the redevelopment of this site, and that measures be implemented to ensure all appropriate dust control requirements are met

3) Site lines and screening

- a) The concept site plan shows the eastern 760 feet or more of the property will consist of wetland protection and stormwater detention, thereby placing the development a considerable distance away from our residences
- b) With that said, there are open field areas around the southern wetland and stormwater detention facilities that lend themselves to placement of additional landscaping plantings that over time will provide visual screening of the proposed development from the residences
- c) Can the Village request the petitioner to provide scaled renderings from the rear yard perspective of a couple of the more exposed residences so that we have a better understanding of these site lines?

4) Stormwater Drainage and wetland protection

- a) The concept plan shows wetland protection areas east of the development, along with stormwater detention facilities throughout the site
- b) There appears to be a buffer area around the wetlands, and we would request that the majority of existing trees located within that buffer remain so as to preserve the buffer and to preserve the majority of existing screening
- c) In regards to stormwater detention, we have no doubts that this development will comply with all requirements of the Village of Huntley Stormwater Ordinance and the Kane County Stormwater Ordinance.
- d) Due to the extent of nuisance goose problems which currently plague the area due to other stormwater detention basins that have mowed turfgrass to the waters edge, we strongly urge the Village to require the petitioner/developer to utilize naturalized buffers around the proposed detention facilities to minimize additional attractive nuisances to geese

5) Hours of Operation

- a) With the massive amounts of truck parking proposed at this site, we have concerns about noise and lights related to late hours of operations
 - i) What anti-idling measures and restrictions will be implemented?
 - ii) What measures will be implemented to limit late hours of operation?
 - iii) Can any necessary late hours of operation be limited to truck docks along the west face of the building, at the further locations away from residences

Lighting

- a) We understand that typical municipal lighting requirements restrict the allowable light spillage beyond the development property line
- b) Given how far to the west the proposed building and parking are planned, can those light spillage requirements become more restrictive? After all, what is the point of allowing

light spillage over wetlands and stormwater detention areas east of the development?

7) Communication

Sincerely,

- a) A few residents have voiced there concerns was the first they heard about this project was through reading local newspapers or seeing comments on social media.
- b) What types of notifications will be provided to area residents in advance of the next steps in the annexation and public hearing process?

8) Notice of Future additional comments

- a) We do note that that all of these comments have been generated from reviewing only a few pages of concept submittals, and we do expect that many of these questions/comments will be addressed during the typical Village plan and annexation agreement review process.
- b) We do however expect that as additional documents are provided for the public as part of the development and public hearing process, we will likely have additional comments that we request be considered by the Plan Commission and Village Board.
- c) Please note that these comments are not on behalf of all residents of the Prairie Oaks subdivisions, as due to the expedited schedule of this project we have not yet had the opportunity to obtain input from all residents.
- d) We do expect that additional comments will be provided by other residents of our subdivision as additional development information is made available

We thank you for your consideration of our comments and concerns, and we look forward to working cooperatively with the Village of Huntley as this development process moves forward.

Please feel free to contact either of us if you have any questions or are looking for any clarification of these comments.

Pam Figolah

From: Lynn Nowinski

Sent: Monday, January 25, 2021 1:24 PM

To: Margo Griffin

Subject: Jan 25 Planning Commission Meeting

Dear Ms. Griffin,

I am a resident of Prairie Oaks and would like to request permission to speak at tonight's meeting. My husband and I totally support the letter submitted by Mike and Pam Figolah.

In addition, we live on Charles Lane and worked with Kane County and spent in excess of \$20,000 to fix the flooding problem in our yard. We are very concerned about the drainage plans for this project.

Thank you,

Lynn Nowinski (Richard)

41W198 Charles Lane



Sent from Yahoo Mail on Android

From: PATRICIA MIERISCH

Sent: Monday, January 25, 2021 1:26 PM

To: Margo Griffin

Subject: January 25,2021 Planning Commission Meeting/Conceptual Review of Proposed

Annexation and Development next to Prairie Oaks Subdivision

Follow Up Flag: Follow up **Flag Status:** Flagged

Margo Griffin, Development Manager Village of Huntley

Name: Patricia and Harold Mierisch Address: 18N527 Carriage Way Lane Are requesting dial in access to meeting.

Topics/concerns:

Harold and I both agree with the content of the letter dated January 24,2021 sent by Mike and Pam Figolah.

Not only to voice concern regarding traffic study but I wanted to make sure that everyone is aware that directly to the east of our subdivision entrance there are wetlands on both sides of the road. The area of road in between these two wetlands collapsed last year and had to have the road reinforced and repaired. If this is what is occurring with this road with current traffic we are very concerned with the road collapsing again with additional traffic.

We are also very concerned that residents had to find about of this development via a Daily Herald newspaper article dated Jan. 21,2021. It was my belief that properties adjacent to development/rezoning parcels have to legally receive a certified letter notifying of any meetings or that a billboard has to be erected with notification of any hearings.

Thank you

From: Paul Arnone

Sent: Monday, January 25, 2021 2:05 PM

To: Margo Griffin

Subject: Petition No. 21-01.02

Hello,

The area west of the Prairie Oaks subdivision is home to an Illinois Protected species: Swainson's Hawk.

https://www2.illinois.gov/dnr/conservation/NaturalHeritage/Pages/Birds.aspx

Is the committee aware of this? Any comment?

Thank you,

-Paul

Sent with **ProtonMail** Secure Email.

From: carol dyrek

Sent: Monday, January 25, 2021 4:29 PM

To: Margo Griffin

Cc:lnowinski@yahoo.comSubject:New development

Follow Up Flag: Follow up Flag Status: Flagged

I am writing to express serious concerns about the Amazon facility going up off of Freeman Road. I am a 22 year resident of Prairie Oaks subdivision and fear my way of life is about to change along with all the other residents here. Among my concerns are: noise, lighting, truck fumes, crime, storm drainage and traffic problems. I don't expect Amazon to listen to the concerns of the little people but I do hope you and others on the board of Huntley will. Why is bringing this major company into Huntley necessary? This is the village with"rural charm". I don't think so... not anymore. Between Weber Grill and now Amazon residents are being forced out of here. The biggest tax base here has to be Sun City yet Huntley doesn't take them into consideration when it comes to crime, traffic and congestion. I hope to attend a village meeting in person to speak to these concerns. Please inform me if and when I can do this.

Carol Dyrek

Sent from my iPhone

From: Sam M

Sent: Tuesday, January 26, 2021 1:07 PM

To: Margo Griffin
Cc: Marianne

Subject: Petition No. 21-01.02

Follow Up Flag: Follow up Flag Status: Flagged

Hello Ms. Griffin; Our names are Sam and Marianne Maravich. We live at 18N066 Carriage Way Lane. We appreciated the ability to listen on the call on Tuesday the 25th. We do agree with the residents comments on the call. Before proceeding to our concern I would like to tell you about our background.

We both have 45 years of Medical Device experience at High level positions. Extensively in Respiratory Therapy, and Anesthesia . I was a Director of a Neonatal and Adult Respiratory Therapy Dept. Pulmonary Function Lab, and a Pulmonary Clinic with 9 Pulmonary Physicians.

After reviewing several articles including the World Logistic Center's environmental impact study. Our opinion is that the amount of Diesel trucks at this facility could become an environmental, and health issue in the future. Enhanced mitigation efforts can be positives for everyone. It assures the community that the local, and county government has the citizens health concerns at the highest level. It also allows the vendor to use this facility as a model for future sites in relation to these important environmental and health issues.

The impact study stated that diesel trucks are one of the most probable cause of lung cancer, because of the particulates, and nitrogen oxide. They are also linked to asthma, chronic bronchitis, and coronary heart disorders.

This is not the only study, there are many others looking at the affects of the increased e-commerce businesses building these structures next to communities. Many of the articles are looking at long term affects of particulates being blown to adjoining neighborhoods, wild life preserves and trees as well. These particulates can travel up to a 1/4 of a mile away depending on wind velocity. We receive our winds from north west to south east, and can on a regular basis reach 45mph.

These articles include many communities that have had an Amazon like company and the actual benefits received versus the ones promised.

One question I have is who holds liability if responsibility on any health issues related to these concerns arise? My wife and I understand the excitement and concerns of having this project in Huntley. I have been involved in billion dollar Medical Device acquisitions and always try to reflect on not just the dollars. Because of our clinical background, and in medical device we always asked is it better for the patient. We felt that if it was we would reach our goals.

So I ask you is it better for the community? Will we achieve our goals? Is your data true and has it looked at the long term environmental and health impact of this issue? What enhanced mitigation efforts can be made to reduce these diesel particulates.

We were very concerned about the process in notifying residents. It would be very professional and should be a mandate from your offices to have a process of notifying citizens and not at the last minute.

My wife and I have tried to summarize our concerns about this project. We feel it is important for Huntley to be proactive in implementing the newest best practices in this type of project. It is so much better to correct an issue at this date than waiting.

The Venture representatives seemed to be as much as a matter of fact and we will let you know what we decide. Please continue to challenge them it will only help in future projects like this. If you would like to contact us do not hesitate to call. Thank you for your attention.

Enhanced mitigation:

Written Public Comments 01.25.21 - 02.22.21

Page 10

- 1. Bushes should be placed either on outside of fence or inside of fence that grow 4 to 6 feet tall. This will reduce particulates in the air.
 - 2. Require low emission diesels, or electric. Make sure they have a written plan for this.
 - 3. Plant tall trees to absorb some of the particulates. Ones that are hearty against particulates.
- 4. Measure air quality outside to assure company and all residents are safe and any mitigation efforts are working. Is this new employer providing health insurance. If these are part time or limited ins. Could there be cost incurred to Huntley for any pulmonary, or cardiac, issues associated in working at this facility?
 - 5. I will be measuring air quality through an outside vendor to capture real time data.

Sent from my iPhone

Village of Huntley
10987 Main Street
Hunt[y, Illinois 60142

Attention: Village Board and Plan Commission Members
(Emailed to Village of Huntley on February 10, 2021)

Re: February 22, 2021 Planning and Zoning Meeting

Dear Village Board and Plan Members,

This letter is in regards to the proposed Pumpkin Patch development, which is located just west of the Prairie Oaks subdivision. The information in this correspondence is additional information to the January 24, 2021 correspondence that highlighted some of the impacts and concerns to our neighborhood. The previous correspondence was incomplete due to the condensed time period in order to speak in great detail to all of the residents in our neighborhood and also that we only had a concept plan to evaluate. It should be noted that the updated list of concerns is in addition to the previous list and that this list also is on behalf of almost all of the residents in the aforementioned subdivision.

We ask that these comments be made publicly at the Planning meeting on February 22, 2021:

- 1. We recognize that the Plan Commission and Village Board will be considering numerous requests by the developer, including an annexation, rezoning, special uses, and variations to Village code. We also realize that in all likelihood this development is absolutely going to move forward. We do accept that development is inevitable, but ask that our requests and concerns be addressed before final approvals are granted by either the Plan Commission, the Village Board, or Village staff regarding building permit and site engineering plan reviews.
- 2. In the previous correspondence, the effects on storm water were discussed in #4. Please note that prior to the new Weber distribution plant, the marsh land that borders our subdivision to the east was dry. Since the Weber development that area now is almost always under water at depth. In fact you are aware that the water level now frequently is as high as the road and has caused road issues. Any additional increased water will affect our neighborhood. Please ensure that the wet marsh is not negatively impacted with this or any other future development.
- 3. One of the benefits of living in this subdivision is the natural landscape surroundings. The wetlands, ground contours, and forestry make up the beauty and sightlines around our homes. While it is obvious that some trees will have to

be removed, but we ask that you maintain as many of the trees as possible. Since many trees will be required to be removed, we ask that additional natural plantings be made in the form of deciduous trees and evergreens at various heights in an effort to maintain the natural views from our homes.

- 4. One of the main concerns for this development is the noise that will be generated. Though both of the Weber facilities are a bit farther away and smaller in scale, we hear the trucks idling, backing up, and hooking up. It would be devastating to hear those sounds 24/7 from the Project Pumpkin. At the same time we understand the need to perform business. We suggest a multi-pronged approach to limiting the noise:
 - i. Build a masonry wall on the east side of the truck parking lot between it and the residential neighborhood.
 - ii. Landscape various sized plantings to soften the wall appearance and assist in noise absorption.
 - iii. Limit hours of truck operation on the east side loading docks and east side trailer parking.
 - iv. Create a truck idling restriction by ordinance.
- 5. The information provided does not state whether refrigeration will be included in regards to the building structure so as to house perishable goods. Neither does it note the use of refrigerated truck trailers. Both would be required to run 24/7 and are very loud. If indeed refrigeration is included, we request that the annexation agreement include restriction to park those refrigerated trucks on the west side of the building and position the building refrigerated equipment on the ground on the west side of the building. Proposed sound levels should be provided and should be mitigated as much as possible.
- 6. In the previous correspondence we discussed the need for a traffic study. After a cursory review of the traffic study posted on the Village website we do not see the study including the intersection of Freeman and Carriage Way or Freeman and Galligan. We know that employees will use Freeman as a main route to the east, but are unaware if smaller delivery trucks will also use Freeman Road. This additional traffic will greatly affect ingress and egress of our subdivision as well as severe backups at the intersection of Freeman and Gallegan Roads. Please disclose the traffic impact on Freeman Road from the Project Pumpkin site to Galligan Road.
- 7. The 50 or so homes in the Prairie Oaks subdivision are all on private wells. This ground water is necessary and can impact the neighborhood greatly if the aquifer is affected or worse yet contaminated. Please ensure our drinking water is not negatively affected by any future development. Also, the plans don't indicate the storage of fuel. Please consider fuel as a potential harmful contaminant to drinking water and we request that fueling stations are prohibited on this development.
- 8. Our neighbor, Sam Maravich of 18N066 Carriage Way provided an email to you in regards to the environmental concerns with distribution facilities. We, as a group,

echo Mr. Maravich's concerns. Please reach out to him in regards to this issue as he is a wealth of experience and knowledge on this topic.

These additional concerns are important to the only residential neighborhood in close proximity to the proposed development. Please understand that the issues presented are extremely important to a neighborhood that exists because of the natural beauty and serene lifestyle that we have enjoyed to date. This in direct and predictable conflict with a large industrial development that houses parking for 720 trucks and 1000 employees and the associated traffic that comes with it.

However, we strongly feel that our expressed concerns will greatly reduce the negative affects to the neighborhood. Also understand that there are other issues that have been brought to the group, but we have not included. We believe our concerns and remedies where mentioned are realistic and not overly onerous.

We are encouraged by the comments made by village board members at the last meeting in support of our previous concerns and look forward to continued dialog.

We have seen the numerous engineering and study documents that have been posted on the Village website. A cursory review of these documents show that they are dated prior to the January 25th Plan Commission date and we do realize that these documents therefore will not yet have addressed the comments we provided to the Village in our previous letter.

We do know that some of our neighbors intend to read through these plans and studies and possible additional comments and concerns that may arise due to this additional information. We will do are best to consolidate those concerns and provide them to the Village in advance of the February 22nd Plan Commission meeting.

Respectfully submitted on behalf of the Prairie Oaks subdivision owners,
Mike and Pam Figolah
41W092 Derby Court
Huntley, Illinois 60142

From: Charles Nordman

Sent: Tuesday, February 16, 2021 8:36 AM

To: Margo Griffin

Subject: FW: Meeting Feb 16th

----Original Message-----From: Rita McMahon

Sent: Tuesday, February 16, 2021 7:25 AM

To: Charles Nordman ; David Johnson

Subject: FW: Meeting Feb 16th

From the website.

----Original Message-----

From: carol dyrek

Sent: Saturday, February 13, 2021 5:05 PM

To: Huntley Huntley

Subject: Meeting Feb 16th

I am writing to request time for myself and my husband to speak at the meeting Tuesday. We are 22 year residents of Prairie Oaks and are dismayed at the idea of the development being planned adjacent to the subdivision. This has great potential to change our way of life as well as those around us. Carol and Mike Dyrek

Sent from my iPhone

From: Vicki Pattenaude

Sent: Monday, February 15, 2021 8:30 PM

To: Margo Griffin

Subject: Freeman Road - Project Pumpkin

Dear Ms. Griffin,

I am writing this email to let you know, my husband and I fully support the concerns brought forward by the Prairie Oaks Subdivision, in regards to the Freeman Road Project Pumpkin. We are original owners who built our dream home here almost 20 years ago.

Any consideration given to the concerns of our neighborhood and Project Pumpkin, would greatly appreciated.

Sincerely, Al & Vicki Pattenaude 18N556 Carriage Way Lane

Sent from my iPad

From: Paul Arnone

Sent: Monday, February 15, 2021 8:35 PM

To: Margo Griffin
Cc: Vicki Pattenaude;

: Village Planning Board Special Meeting Tuesday Feb. 16

Hi Margo,

Firstly, we completely support of the information provided by the Prairie Oaks Subdivision.

Also, a question for the Amazon representatives: Will this facility be providing any kind of drone delivery service? If so, please provide documentation on how and when this service will be employed and what measures will be taken to ensure the safety, noise-levels, etc. for the Prairie Oaks Subdivision and other nearby businesses, airports, wildlife that may be affected.

Thank you,

-Paul & Bonnie Arnone 41W028 Derby Ln

From: Marge Shannon

Sent: Tuesday, February 16, 2021 10:56 AM

To: Margo Griffin Subject: Prarie Oaks

Thank you for hearing us. We are Bob and Marge Shannon of 18N383 Carriage Way Lane in Prarie Oaks, Huntley. The intention of this email is to be part of as well as show our support and approval of the information and concerns presented by the Prarie Oaks community.

Our hope and expectation is that all concerns will be heard and together we can find a way to welcome new opportunities throughout our community without disrupting the environment and lives of the those that have made their home here.

These are important decisions placed before you today. We are confident there is a way this project can work if everyone is reasonable, kind and fair to each other and the environment.

We appreciate your time, The Shannon's

Sent from my iPhone

From: Sent:

Tuesday, February 16, 21 7:58 AM

То:

Margo Griffin

Subject: B

Board Meeting to be held on Feb. 16

Once again I am writing to voice our views on what is being proposed on Stade's Farm. We moved out here 25 years ago with the impression this was going to be a family friendly village. With what is being proposed certainly will change that impression to what I would call an distribution center with hundreds of semis tying up traffic and giving people a totally different impression of Huntley. We live in Prairie Oaks and just in the last 7 days there were 3 semis parked in the middle of Freeman Road while we were driving. I can and will provide licenses if needed because I took pictures of the semis. This was just from Weber Grill. I can not imagine what will take place with what Huntley is now proposing to let come in on Stade's farm.

I also am very concerned about the noise, fumes, and the lost of woods behind our subdivision. My husband will be talking about screening the entire east side of the planned development which includes a possible acoustic fencing, berms, and landscaping.

Thank you

Shirley Dau

Sent from Mail for Windows 10

From: Rita McMahon

Sent: Tuesday, February 16, 2021 12:49 PM **To:** Margo Griffin; Charles Nordman

Subject: FW: Proposed Annexation and Development Plan for 41W368 Freeman Road

Attachments: Murphy Property.pdf; Flood data.pdf; Prarie Oaks Petition.pdf

Follow Up Flag: Follow up Flag Status: Flagged

From the website

From: Jim Murphy

Sent: Monday, February 15, 2021 4:44 PM **To:** Huntley Huntley <Huntley@Huntley.il.us>

Cc: 'Jim Murphy' <

Subject: Proposed Annexation and Development

for 41W368 Freeman Road

Good Afternoon,

This email is in regards to the Proposed Annexation and Development Plan for 41W368 Freeman Road, also known as Project Pumpkin. I am requesting that all three of the attached documents (Murphy Property, Flood data and Prairie Oaks Petition) be included and presented at both the Special Plan Commission meeting scheduled for 2/16/2021 as well as at the Plan Commission meeting scheduled for 2/22/2021. I am also requesting the opportunity to speak during the Public Comment portion of the special meeting on 2/16/2021.

Kind Regards,

Jim Murphy 41W230 Charles Lane Huntley, IL 60142 February 14, 2021

Jim & Julie Murphy 41W230 Charles Lane Huntley, IL 60142

Village of Huntley 10987 Main Street Huntley, IL 60142

RE: Proposed Annexation and Development Plan for 41W368 Freeman Road (Project Pumpkin)

Dear Village Board Members and Plan Commission Members,

Our names are Jim & Julie Murphy and we've resided at 41W230 Charles Lane, within the Prairie Oaks subdivision since 2009. The west side of our property shares its border with the northeast side of the 41W368 Freeman Road property (aka Stade Farm) that is slated for Phase 2 of the proposed development.

First, we want to call out that we fully support the concerns and requests previously submitted by our neighbors and fellow residents of the Prairie Oaks subdivision when plans for Phase 1 of 'Project Pumpkin' were released. Also, it appeared that Venture One Real Estate, LLC put thoughtful consideration into distance, wetland preservation and landscaping between the Stade Farm property and residential homes in Prairie Oaks.

However, we feel deceived and mislead after seeing the potential plans for Phase 2. These development plans have complete disregard for the residents of the northern half of Prairie Oaks. We ask that the Village of Huntley <u>does not</u> approve Phase 2 as proposed. We also ask that our additional concerns and requests below be kept front-of-mind before finalizing any Phase 2 development plans.

Proximity:

1. We are greatly concerned by the proximity of the proposed 'Building C' and it's docks on Parcel 4 (P.I.N. 02-09-200-010) of the potential development. Our property is separated from the current Stade Farm property by a thin tree line 32.8 feet from our home. We can see the existing Weber Grill building from both our bedroom and bathroom windows as well as our kitchen table. We've been fortunate to have the farmland as a buffer for privacy, but this privacy will be lost when Phase 2 of the development begins. Currently, the prospective Building C and its docks begin less than 200 feet from our home. Please reference the pictures on pages 3 & 4 of this document supporting our proximity concerns.

We ask that the Village of Huntley sets the following requirements for Phase 2 with regards to privacy, noise pollution, industrial light spillage and diesel fumes:

- a. The developers be required to build a minimum 35-foot-tall berm that extends along the entire eastern border of Parcel 4 in the development plan. (The proposed Building C and its docks are located within Parcel 4)
- b. We ask that this berm be landscaped with trees such as fir and evergreens to maintain our privacy and the privacy of our neighbors. Please require the initial tree plantings to be at least 4-feet tall.
- c. We also request that an 8-foot fence be placed between berm and the industrial complex to discourage access to the berm from the development site.

Drainage:

2. Kane County designated approximately 1/4th of the northern edge of our property as a wetlands and drainage easement. Any additional water from storms are supposed to flow west onto the Stade Farm property once our 1/4th is filled. Although this is written on paper, the elevation of the Stade Farm property is approximately one foot higher than it should be (per Kane County), preventing the storm water from flowing along it's intended path onto Stade Farm. Instead, the excess storm water continues to fill our yard as well as the yards of our neighbors on the north side of Charles Lane. This additional water partially covers our septic system and renders the northern half of our property useless for several weeks or months while we wait for the water to slowly recede. Please note this excess water problem is not the result of a '100-year storm'. This occurs 2 or 3 times per year as the soil becomes completely saturated.

We are including two photographs on pages 5 & 6 of prior flooding below. We are also providing a copy of a letter from Kane County Development & Resource Management Department, Water Resources Division that was sent to the Stade Farm Trustee on August 16, 2010 in regard to Stade Farm's raised elevation.

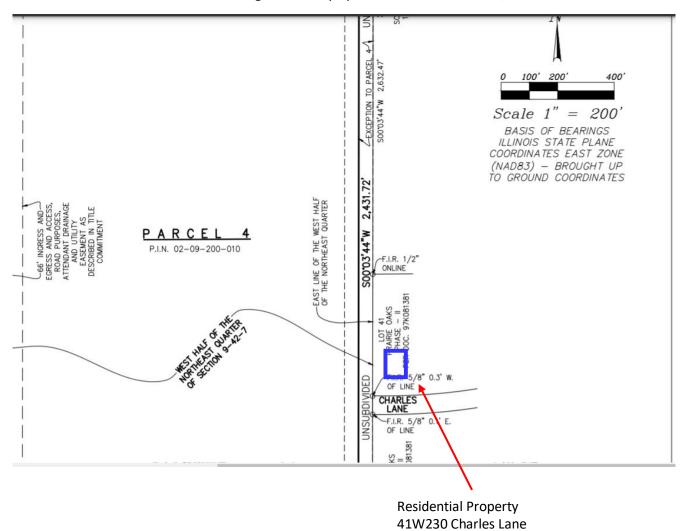
Our requests regarding drainage from the Village of Huntley are as follows:

- a. Venture One Real Estate's development drainage plans must include acceptance of all water flow once our property accepts the maximum amount of water allotted by Kane County.
- b. Venture One Real Estate will be responsible and liable for any disruption/damage caused to any of the Charles Lane properties if for any reason the excess water is not accepted onto Parcel 4 of the 41W368 Freeman Road property.

Thank you for taking the time to review and consider our concerns and requests.

Jim & Julie Murphy

View #1 of Parcel 4's proximity to residential address 41W230 Charles Lane. This image was copied from the Plat of Subdivision submitted to the Village of Huntley by Venture One Real Estate, LLC.



View #2 of Building C and its docks within Parcel 4's proximity to residential address 41W230 Charles Lane. This image was copied from the Project Pumpkin Traffic Impact Study submitted to the Village of Huntley by Venture One Real Estate, LLC.



Photo #1 – Photo facing North, taken from patio of 41W230 Charles Lane property.
The red line represents the approximate edge of drainage & conservation easement set by Kane County. All water between the patio and red line is supposed to drain westward onto The current Stade Farm property.



Photo #2 – Photo facing North, taken from the yard of 41W230 Charles Lane property.

The red line represents the approximate edge of drainage & conservation easement set by Kane County. This photo is meant to provide a visual as to how deep the water is on our property. This is water that should have flowed westward onto the current Stade Farm property.



Written Public Comments 01 25 21 02 22 21 COUNTY OF KANE

KANE COUNTY DEVELOPMENT & RESOURCE MANAGEMENT DEPARTMENT

WATER RESOURCES DIVISION Paul M. Schuch, P.E Director

From the desk of: Jodie L. Wollnik, P.E.

August 16, 2010

Gordon Stade, Trustee Stade Farm Trust TR #11-05 41W368 Freeman Road Huntley, IL 60142

e: PIN 02-09-200-010 - Farm Property north of Freeman Road and West of Prairie Oaks

Dear Mr. Stade:



County Government Center

719 Batavia Avenue Geneva, IL 60134 Phone: (630) 232-3497 Fax: (630) 208-3837

e-mail: WollnikJodie@co.kane.il.us website: http://www.co.kane.il.us

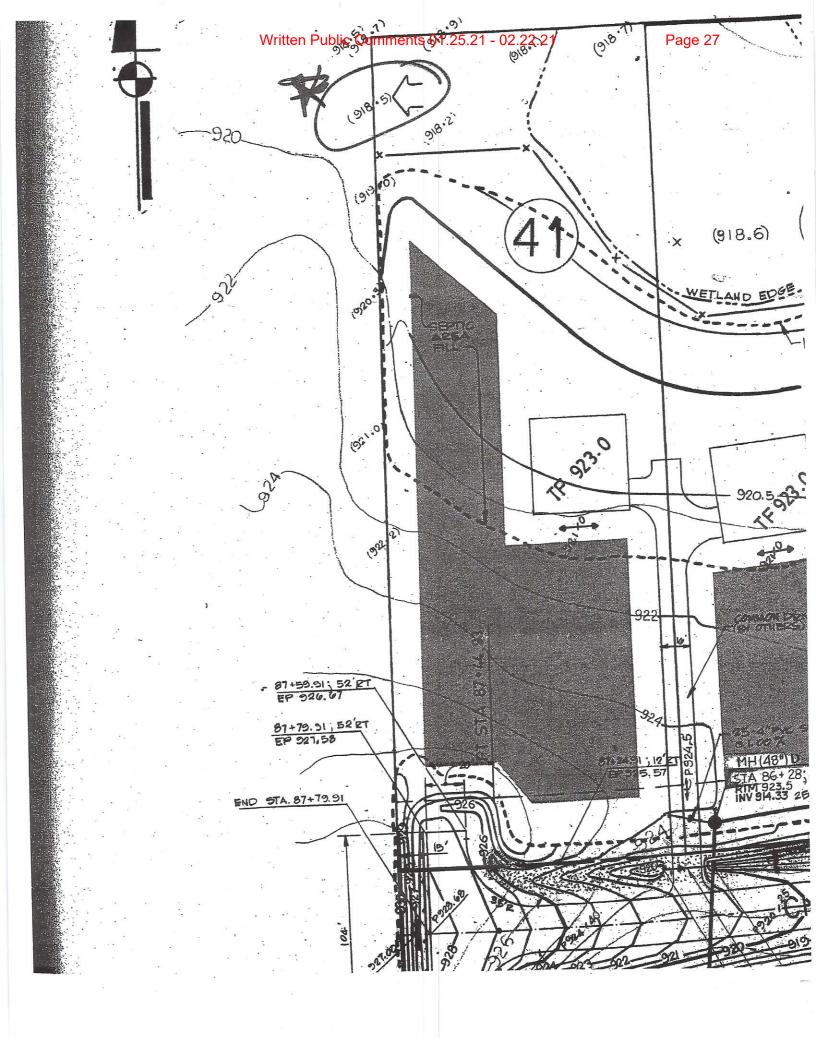
Hope all is well with you and that you have seen some positive movement forward on Kane-DuPage's work downstream of your property that we discussed a few months ago. I am writing you today to provide you with some background information regarding a drainage issue that developed early this summer. The residents at 41W230 Charles Lane and 41W198 back to a closed depression. During the development of the Prairie Oaks subdivision, the area was identified as a wetland and a tile investigation determined that no ag. tile served the area. Historic air photos show this area was historically wet and was not farmed. The engineer for the subdivision showed a saddle point into your field at an elevation of 918.5. Based on this elevation, foundations and septic fields were set to ensure 2' of free board. Following the flooding earlier this year, we surveyed the high water mark as well as the saddle point. The high water elevation was determined to be 920 which corresponded with the saddle point in the field. Based on the drainage we observed in the field and sediment deposition, we believe that over time, both sedimentation and farming activities have raised this saddle point to an elevation at which it is impacting the homes. We believe, that if the saddle point were lowered to 919.0, that if would be sufficient to protect the homes and septics. A grassed waterway through this area, if possible would also be helpful to maintain the saddle elevation.

I am attaching several maps for your use. If you have any questions or require any additional information, please feel free to give me a call. We are able to provide survey stakes, if you so desire to assist in determining the cut necessary for the saddle point. Please contact us once you have reviewed this information to discuss the options in further detail. Thank you

Sincerely,

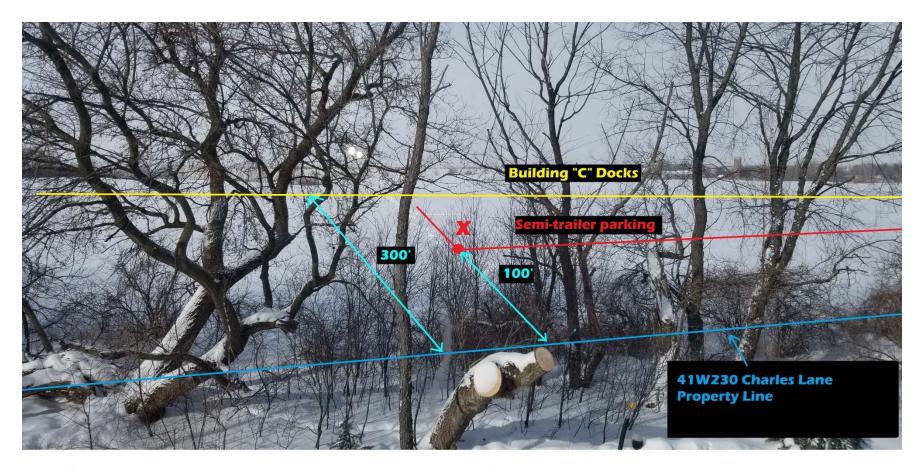
Kane County Water Resources

Jodie L. Wollnik
Senior Water Resource Engineer





Picture from Master Bedroom 41W230 Charles Lane



X - Appoximate location of South East corner of Building 'C's" 100+ Semi trailer parking. 100' from property Line & 133' From Master Bedroom (where picture is taken)

Yellow Line - Approximate begining location of Building "C's" 105 Dock Doors 300' from Property Line

Picture from Kitchen Table 41W230 Charles Lane



X - Approximate location of South East corner of Building "C's" 100+ Semitrailer parking.

160' (approx.) from 41W230 kitchen table

Yellow Line - Approximate begining location of Building "C's" 105 dock doors.
360' (approx.) from 41W230 kitchen table

PETITION TO REDESIGN PROPOSED DEVELOPMENT OF 41W368 FREENMAN ROAD, HUNTLEY

We, the residents of Prairie Oaks Subdivsion in Huntley, Illinois, request that Venture One Real Estate, LLC, redesign their proposed development plans for the northern property (phase 2) in regards to Parcel 4 (P.I.N. 02-09-200-010) on 41W368 Freeman Road, commonly known as Stade Farm.

We request that a 35-foot-tall berm be installed along the entire eastern border of Parcel 4 to provide a privacy barrier between the industrial development site and the residential property at 41W230 Charles Lane, Huntley. We request that this berm be furnished with fir and evergreen trees to maintain a privacy barrier as well as to reduce noise pollution, light pollution and diesel fumes. We also request that a 6-8-foot-fence be placed at the base of the western side of the berm to discourage access to the berm from the development site.

Signature	Full Name	Mailing Address	Telephone	Email Address
Lynn Nowersh	Lynn Nowinski	41w198 charles L	•	
Doot Repur	Scott Hefner	41 w 149 Charlestn.		
Colyl	Carol Durch			
Fred Co	Tom Tarasjuk	41W130Charles Lu		
T.HC	TimoTHY HARRACKS	18N598 CAMERIC WAY LN		
K.B.M.	KARIN BINARD	18N663 Caringe wy La		
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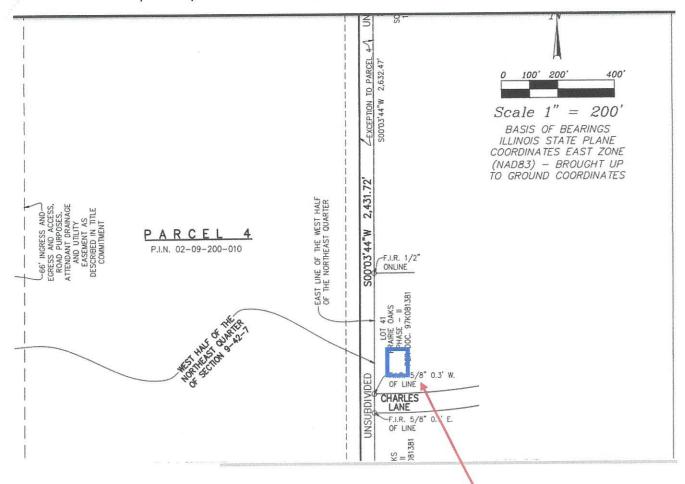
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View #1 of Parcel 4's proximity to residential address 41W230 Charles Lane.



Residential Property 41W230 Charles Lane

View #2 of Building C and docks in regards to Parcel 4's proximity to residential address 41W230 Charles Lane.



41W230 CHARLES LN

From: Rita McMahon

Sent: Tuesday, February 16, 2021 12:55 PM

To: Margo Griffin

Subject: FW: Project Pumpkin: Request to speak 2/16/21

Follow Up Flag: Follow up Flag Status: Flagged

From: Richard Nowinski

Sent: Friday, February 12, 2021 2:38 PM
To: Huntley Huntley <Huntley@Huntley.il.us>
Subject: Project Pumpkin: Request to speak 2/16/21

Bullet points:

- Support for items previously expressed
- Phase 2 should NOT be blindly approved with Phase 1
- Water runoff
- Traffic at Freeman & Galligan
- Do not extend Charles Lane

If I need to submit before-hand my entire comment, please let me know.

Thank you Richard Nowinski 41W198 Charles Ln Huntley IL 60142

From: Heidi Pagan

Sent: Tuesday, February 16, 2021 1:06 PM

To: Margo Griffin

Subject: Project Pumpkin & Prairie Oaks Subdivision

Follow Up Flag: Follow up Flag Status: Flagged

Margo and Huntley Board of Commissioners,

I am a concerned resident of the Huntley area and the Prairie Oaks Subdivision.

Please help to ensure that the decisions that are made around the plans to raise multiple Amazon warehouse buildings behind our neighborhood are just. I am appealing to the board to help ensure the residents in this neighborhood are protected from noise, light, water, traffic & crime concerns.

We love Huntley and the surrounding area and want to ensure it can remain a safe and healthy place for families. Please help to make these decisions as if your own family lived here.

Respectfully, Heidi Pagan

From: Gene Beck

Sent: Tuesday, February 16, 2021 1:25 PM

To: Margo Griffin **Subject:** Prairie Oaks

Good afternoon Ms. Griffin

I am a resident of Prairie Oaks. We built a home here in 2002 and raised 3 children. This has been a fantastic neighborhood to live in and raise kids.

Many of my neighbors are feeling threatened by the proposed Pumpkin Project. As much as I am for progress, we feel there has not been enough study of the project by local and county officials. Traffic, traffic safety, environmental, noise, to name a few.

We feel that more demands need to be put on the developer to address the issues we face. This falls on the lap of our local and county leaders. We are feeling that our collective voice will not be heard. Please Ms. Griffin... assure me I am wrong.

I fully support the residents of Prairie Oaks

Concerned resident, Eugene Beck February 15, 2021

Village of Huntley 10987 Main Street Huntley, II 60142

Attn: Village Board Members and Plan Commission Members

RE: February 16, 2021 Special Plan Commission Meeting

41W368 Freeman Road Proposed Annexation and Development

Additional Comments based on Supplemental Site Design Materials posted on Village

Website

Dear Village Board Members and Plan Commission Members,

My name is Mike Figolah and my wife, Pam and I live at 41W092 Derby Court. We are residents of the Prairie Oaks subdivision located to the east of the subject property, and we are working together with several other neighbors to provide the Village coordinated comments that represent the concerns and opinions of the majority of our neighborhood.

We are aware that no formal action will be taken at the February 16th Special Plan Commission meeting, but we want to provide these additional comments well in advance of the Public Hearing to take place at the February 22nd Plan Commission meeting, in order to provide time for the Village and Venture One to better evaluate and respond to our concerns.

We appreciate the responses that the Village and Venture One have provided to our initial comments, and we attempt to summarize here those previous comments in the same order as previously presented. In addition, as we had mentioned in our previous letter, we are providing additional new comments regarding the additional development documents which have been posted to the Village website. The first section of this letter refers to Phase I – Project Pumpkin, and the second section refers to Phase 2.

PHASE 1

We ask that these comments, all of which pertain to Petition 21-01.22 which is Agenda Item 5 be included in the meeting record during Agenda Item 6: Public Comments.

- 1) Traffic Study
 - a) The traffic study posted on the Village website is dated January 11, 2021 and was not available to the residents at the time our previous comments were provided, so the traffic study does not address our previously stated concerns. As nearby residents, we have noted recent traffic concerns which may be outside the limits of a typical traffic study, but we mention them here and ask that they be included also.
 - i) The traffic study projects only 15% of employee traffic to access the site from the east along Freeman Road. We have questions and concerns about this allocation, as if this number is wrong there could be a significant impact on Freeman Road traffic.
 - (1) It is our opinion, absent any additional information to the contrary, that the majority of employment positions in the proposed warehouse/distribution center will be blue collar jobs, with a minor percentage of office employees.
 - (2) We ask for justification of the 15% traffic allocation from the east, in light of the demographics of Villages to our east, notably the City of Elgin and the Village of Carpentersville, which have a higher percentage of blue collar workers.
 - (3) If the percentage estimation is incorrect and there is a greater amount of traffic increase on Freeman Road, what guarantees or supplemental measures are in place to ensure an updated traffic study will be performed and necessary roadway improvements are taken care of?
 - (4) Why does a plan in tonight's packet material now show a right-in, right-out driveway from westbound Freeman Road, if only 15% of employees are expected to access the site from the east?

- ii) At Carriage Way, through traffic on Freeman Road is already causing delays both in safely exiting our subdivision, and also in entering our subdivision travelling from the west. There is no left turn lane for eastbound traffic from Freeman Road entering our subdivision, nor is there a westbound right turn lane for traffic to enter our subdivision form that direction. In addition, there is a hill on Freeman Road west of Carriage Way that affects sight distance when we are attempting exit our subdivision
 - (1) We are aware that this section of Freeman Road is Village of Huntley jurisdiction, and we ask that the traffic study be extended at least to the eastern Village limits to evaluate the need for turn lanes at the Carriage Way intersection.
 - (2) The additional materials included in this evenings packet respond that the sight distance issue is an existing condition not changed by this proposed development. We therefore request that the Village of Huntley perform an independent evaluation of this condition, taking into account possible future development on the vacant property south of Freeman Road and east of Weber, to see if the combination of factors warrant Freeman Road improvements.
- iii) We previously requested the traffic study be extended east to include the intersection of Freeman Road and Galligan Road intersection. The response states minimal impacts are expected from the development, and defers those future intersection improvements to Kane County. For those of us residents who have been the 15th or 20th car in line eastbound on Freeman Road at this intersection, any "minimal" impacts will only make this situation worse, especially if the 15% traffic allocation projection is incorrect.
- b) Will the traffic study and development agreement require that all truck traffic can only access the site to and from RT 47? The responses alluded to no truck traffic will travel to the east, but does not definitely state this requirement will be included. The statement of 25 ton weight restriction is not reassuring as many loaded semitrucks, when carrying high volume, low weight freight can still be under this weight. This also does not prohibit unloaded semis from travelling to the east. We request that the annexation agreement include a strict prohibition of trucks travelling to the east along Freeman Road
- c) Also, will the traffic study document whether this is simply a distribution warehouse or will home-delivery box van type vehicles also utilize this facility? If so, will those also be restricted only to access to/from RT 47, or will those be allowed to travel east of Freeman Road beyond the project site?

2) Construction noise and dust concerns

a) Thank you for the confirmation that no exceptions to Village ordinance requirements for working hours will be allowed and that measures for dust control will be maintained.

3) Site lines and screening

- a) The concept site plan shows the eastern 760 feet or more of the property will consist of wetland protection and stormwater detention, thereby placing the development a considerable distance away from our residences
- b) With that said, there are open field areas around the southern wetland and stormwater detention facilities that lend themselves to placement of additional landscaping plantings that over time will provide visual screening of the proposed development from the residences. We request that additional landscaping plantings be placed throughout this area
- c) Several residents have requested that a masonry-type fence be substituted for the 8 foot security fence along the full extents of the eastern edge of the trailer parking lot, in order to improve screening of trailers and minimize noise. Can a variance be considered to allow this wall to be built higher than the 8 foot shown in order to better screen trailers which are over 13 foot in height?
- d) We also could not locate a detail for the proposed security fence, so we cannot tell if this is proposed as a board on board type solid fence which will provide some screening, or if this is simply a chain link fence which provides no screening benefit. Please provide additional fence detail information
- e) South of Wetland 1 and west of the proposed 30 foot access easement shown on the plat of subdivision, there is adequate open space and a great opportunity to build an earthen berm 10 feet or more in height, which with the addition of landscaping plantings

- will greatly improve screening for several Carriage Way residents
- f) Thank you for providing the scaled renderings included in this evenings agenda materials, as these have been quite helpful in understanding site lines. We would request two additional section views; one at Cheryl Court which would line up with the approximate center of the proposed building, and another from 41W230 Charles Court to show proximity to concept Building 3.
- g) We do stress the importance of a mix of evergreen trees for year round screening along with deciduous trees which will grow to overall greater heights in time. Deciduous tree species planted within wetland buffers and upland prairie areas should be chosen that are appropriate to withstand long-term maintenance activities that could include burn management.
- 4) Stormwater Drainage and wetland protection
 - a) The engineering plans show the wetland protection areas in the eastern portion of the development, along with stormwater detention facilities throughout the site, along with the preservation of the majority of wooded areas within the buffer
 - b) We do note that the plans show several areas where less than the 100 foot required buffer is preserved, due to grading within those areas. We would ask that if permitted by the Village in these specific areas, the backslope from the detention basin up to meet existing grade be increased from 4:1 to no steeper than 3:1 in order to minimize the extent of tree removal within the wetland buffer.
 - c) We would also ask that tree replacements be planted in the disturbed wetland buffer areas that replace the inch-diameters of trees which are removed from the buffer area
 - d) In regards to stormwater detention, the engineering plans and stormwater report appear to show that this development will comply with all requirements of the Village of Huntley Stormwater Ordinance and the Kane County Stormwater Ordinance, subject to official review and approval by the Village. We do wonder if the oversized restrictor outlet from Detention Basin 6 which is sized to pass the 100 year flow adequate restricts water in the lower year frequency storm to adequately match the existing depressional storage. Would a multi-stage restrictor be more appropriate for this location?
 - e) We do see that direct impacts to Wetlands 1 and 2 appear to be avoided by the proposed plan, but we do have a question about future possible indirect impacts to the wetlands
 - i) The proposed stormwater detention basins 6 and 7 to the west of these wetlands have a proposed HWL which approximately matches the wetland water elevation. We have no questions about that, but we do have questions related to the extent of earthwork excavation for these detention basins, which are being excavated as much as 10 to 15 feet below existing ground level. At NWL, the level at which the water will rest during the vast majority of a year in these detention basins, the NWL is between 4.5 feet and 9 feet below the water level of the adjacent wetland.
 - ii) Have soil borings been taken along the berm between the wetlands and detention basins to confirm the underlying soils are impermeable? If not, we have concerns that the wetlands will seep through the underlying soils into the detention basin, as after all water will seek its own level, and this could result in the inadvertent long-term draining of these wetlands
 - iii) Given the extensive length where this situation occurs for approximately one half mile along the western edge of the wetland, there is great potential for this to occur. What long-term guarantees are in place so that this wetland drainage through seepage does not occur?
- f) We appreciate the updated plan information which shows native vegetation plantings in the proposed detention facilities which address our previous question about nuisance geese issues
- g) Charles Lane drainage problems (NEW)
 - i) We realize that Project Pumpkin is not developing the northern portion of the Stade property at this time, but we do want to bring a chronic drainage problem to the attention of the Village and to Venture One as the new property owner. The rear yards of several residential properties on the north side of Charles Lane do not drain properly. From historical observations by these residents of stormwater drainage, it appears that there is likely a drain tile about 500 feet north of Charles Lane that flows

- west across the Stade property, that may have had blowouts and thus is not functioning properly and not draining these rear yard areas. The existing drainage plan on page 299 of 436 of the Stormwater Report shows the offsite areas which flow into the farm property which include these areas of concern.
- ii) We do see that page 31 of 436 of the Stormwater Report had a note mentioning Huddleston McBride Plan No. 4-13-9_X2_North. We ask that the Village direct Venture One to evaluate this exhibit and the site conditions for potential solutions to restore historical drainage in this area, and would request that this be done at this time and not wait until whenever the Phase 2 development would occur

5) Hours of Operation

- a) With the massive amounts of truck parking proposed at this site, we have concerns about noise and lights related to late hours of operations
 - i) What anti-idling measures and restrictions will be implemented? Our previous question about his has not been answered
 - ii) Can any necessary late hours of operation be limited to truck docks along the west face of the building, at the further locations away from residences. We see from the traffic study that truck movements will be exceeding 20 trucks per hour in and out during many overnight hours.

6) Lighting

- a) In our previous correspondence we had raised questions about light spillage beyond the development property line
- b) We have seen the updated photometric drawings attached to tonight's agenda packet, and we appreciate the Village and developer providing the additional information showing light levels not only on the project site, but also showing the 0 spillage light levels at the western perimeter of the preserved wetland
- c) With this additional information, the only additional question we have about about lighting from the Project Pumpkin development is that we see Section 156.088 of the Village code says that light source shall not be visible to residents. Please confirm that this means the light bulbs will be screened so they are not directly visible.
- d) We do ask that similar restrictive measures be written into the development guidelines for the Phase 2 development

7) Communication

- a) A few residents had previously voiced their concerns was that the first they heard about this project was through reading local newspapers or seeing comments on social media.
- b) We have been receiving the public hearing notice mailings and are aware of the additional development documents which are being posted on the Village website, so thank you for that.

8) Notice of Future additional comments

- a) As we noted previously, we have new comments contained here and we expect that we will continue to provide additional comments as further information about the project is made available to the public
- b) These comments do reflect the opinions of the majority, but not all, of the Prairie Oaks subdivision residents.
- c) We know that additional comments will be provided by other residents of our subdivision as additional development information is made available, and we stand together in support of each others concerns.

9) Noise from mechanical equipment (NEW)

a) The types of materials and products being shipped and stored at this facility has a great potential impact on noise. Please let us know if perishables will be stored at this location, as if so, the need for 24/7 refrigeration units is of concern. All such type units, if necessary, should be located to the west of the proposed building so as to minimize noise exposure to residential neighborhoods by using the building to shield noise transference

PHASE 2

With the massive amounts of information being made available for Project Pumpkin, including the engineering plans, traffic study, stormwater report, etc., totaling approximately 1,000 pages of information review, the vast majority of this focuses in detail on Project Pumpkin, and we have been pleasantly surprised at the clarity and extent of information being made available, and the responsive to date to our comments.

Until now. I don't know if you can comprehend our collective disbelief when one of our residents came across page 35 of the traffic study, which shows the projected building footprints of buildings 2 and 3. All the prior emphasis on Project Pumpkin in looking at parking and buildings where the emphasis was on 760 feet to 1300 feet distances to residents properties went out the window when viewing this plan which was buried deep in a traffic report, which is showing trailer parking within 150 feet and a massive warehouse within approximately 300 feet of the home of one of our neighbors.

To say this comes across as disingenuous would not be overstating our opinions, as to see this information (which we do realize is just a concept, but as a concept it could become reality) shown only on one page, while all the focus has been on Phase 1.

The conditions between Phase I and Phase 2 could not be more different regarding available space for landscaping, setbacks and considerations for neighbors, yet to see at the same time the developer is seeking blanket approval for zoning, setbacks, landscaping, etc., for the entire property upfront. We also note that the Phase 2 concept plan shows a blatant disregard for the wetlands which are documented in the stormwater report, and shows no avoidance, buffer, nor protective measures, nor does the concept plan even show the wetlands. This blanket approval request for Phase 2 is not right.

We feel that the Venture One request for blanket approval for all conditions for both Phase 1 and Phase 2 at the same time, which is what is proposed to be considered during the upcoming public hearings is overstretching and should not be considered.

Please don't misunderstand us, since as a neighborhood we were coming to grips with the Phase 1 Project Pumpkin development reality, with how our concerns were being evaluated and addressed.

We request that there be written confirmation from the Village that there will be no request or from or approval with the Phase 2 development for a roadway connection to Charles Court.

We thank you for your consideration of our previous and current comments and concerns, but we have to state that the Village of Huntley Plan Commission and Village Board will be doing a great disservice to a fair and open development process if they grant a blanket approval for both Phase I and Phase II at these upcoming public hearings and meetings.

In spite of what we have recently seen in how Phase 2 is being presented, we look forward to continuing to work cooperatively with the Village of Huntley and with Venture One as this development process moves forward.

Please feel free to contact either of us if you have any questions or are looking for any clarification of these comments.

Sincerely,

Mike Figolah

Pam Figolah

From: Mike Figolah

Sent: Tuesday, February 16, 2021 2:46 PM

To: Margo Griffin

Subject: Support Prarie Oaks Neighborhood

I would like to let you know that both Pam and Mike Figolah, of 41w092 Derby Court support in full the comments and recommendations of the Prarie Oaks Neighborhood subdivision. I will be in attendance at the meeting tonight.

Thanks you, Pam & Mike Figolah

Sent from my iPad

From: Suzanne Thomas-Harkness

Sent: Tuesday, February 16, 2021 4:37 PM

To: Margo Griffin

Subject: Project Pumpkin/Prairie Oaks

We have been residents of the Prairie Oaks Subdivision for the last 17 years. In regards to Project Pumpkin, we are in full support of the information that has been provided to the planning board by residents of our subdivision. Please carefully consider what has been submitted and the impact it will have on our residents and home values and make necessary adjustments. Thank you in advance.

Timothy and Suzanne Harkness 18N598 Carriage Way Lane

From: Chrissy Hoover on behalf of Huntley Huntley

Sent: Tuesday, February 16, 2021 5:01 PM

To: David Johnson; Lisa Armour; Charles Nordman; Margo Griffin

Subject: FW: Proposed development Project Pumpkin

Forwarded from the Huntley email.



From: kara.hefner

Sent: Tuesday, February 16, 2021 4:59 PM
To: Huntley Huntley <Huntley@Huntley.il.us>
Subject: Proposed development Project Pumpkin

We reside in Prairie Oaks subdivision and we support the concerns of the Prairie Oaks residents.

Sincerely, Kara and Scott Hefner 41w149 Charles Lane Huntley, IL To: Village of Huntley

Letter received 02.16.21

Please include this statement in the meeting on February 16, 2021. This is separate from our speaking with the Prairie Oaks Residents. Thank you very much.

We are Richard and Lynn Nowinski of 41W198 Charles Lane, located in the far SouthWest corner of the sub-division. we fully support and agree with all previous concerns raised. We do however, look more to Phase 2 as a possible problem.

Nothing regarding Phase 2 should be blindly approved in this packet for Phase 1. There are so many unknowns that could be brought up. My concern today mainly affects Charles Lane directly, but more indirectly.

It appears that effort is being put into containing the run-off from the massive cement expanse that is Phase 1. I hope it will be enough. My house and thoses on either side of me have yards facing North. We also have a conservation and wetland area at the rear of our yards. I'm sure things were planned for run-off and for the most part its ok. However, every spring when the snow cover melts, or we have an extended period of rain, the yards flood. The water easily passes the conservation area boundry and pushes toward the house. When left alone, I have been told that the water does not recede until July. Luckily my neighbor has been pumping out the water, but it takes time and effort. The water level in Spring 2020 reached the edge of my septic field. If that gets flooded I don't know what happens. With the help of the Kane County Water Resources department I was able to drain this overflow within 24 hours instead of weeks. This cost us approx \$20K, but it still does not prevent how far the water encroaches toward the house. Supposedly this happens because the Project Pumpkin parcel has been built-up and the natural drainage that should have gone there does not. I have been told that this condition will be rectified by Project Pumpkin. This flooding also occurs when there are extended periods of heavy rain during the year.

The reason for bringing this up is that it is so important for both Phase 1 and Phase 2 to have adequate drainage and storage areas. Almost the entire areas will be concrete and thus not absorb anything. Additionally they need to take into account the spring thaw of the mountains of snow that will accumulate from plowing during the winter. It would be beyond disasterous to our subdivision and me specifically-if any water from Phase 1 and Phase 2 were to overflow the boundries of the project. I think the SouthEast corner of Phase 2 needs to have stormwater detention ponds to address some of these concerns. The excavated earth could be used to build a berm along the property line.

As I said, this is just a plea that if Project Pumpkin is approved, the proper drainage is restored and there is adequate retention to accommodate the condition I brought up.

Thank you

Richard and Lynn Nowinski

From: Laura Strebler

Sent: Tuesday, February 16, 2021 9:58 PM

To: Margo Griffin

Subject: Project pumpkin/ Carriage Way Residents

Follow Up Flag: Follow up Flag Status: Flagged

Hi Margo,

I'm sending this email to let you know our household, 41W104 Derby Court, off of Carriage Way Lane in Huntley, supports our neighbor's concerns about Project Pumpkin, the proposed new development off of Freeman Rd. While we were unable to attend the board meeting tonight, we were able to dial in and listen. We appreciate the timely responses to our concerns thus far.

Thank you, Laura Strebler February 22, 2021

Village of Huntley 10987 Main Street Huntley, II 60142

Attn: Village Board Members and Plan Commission Members

RE: February 22, 2021 Plan Commission Meeting

41W368 Freeman Road Proposed Annexation and Development

Public Hearing Comments

Dear Village Board Members and Plan Commission Members,

My name is Mike Figolah and my wife, Pam and I live at 41W092 Derby Court. We are residents of the Prairie Oaks subdivision located to the east of the subject property, have appeared before you previously, and are working together with many other neighbors to provide the Village coordinated comments that represent the concerns and opinions of the majority of our neighborhood.

We are aware that the Plan Commission will be discussing the petitioners request for various actions as described in tonight's agenda, and ask that you continue to take our neighborhoods comments into account as you evaluate the petitioners request.

We appreciate the responses that the Village and Venture One have provided to date for many of our initial comments. Some questions do remain unanswered and we have not repeated them in this letter, but we do request a response to all previous comments so that our residents can understand how these concerns are being addressed.

We have revised the format of our letter, so that the first part discusses those issues that we feel need to be addressed prior to the Village consideration of the petitioners application, and the second part discusses those items what we feel need to be addressed prior to final engineering approvals for the development.

We ask that these comments, all of which pertain to the Public Hearing for Petition 21-01.02, be included in the meeting record during Agenda Item 4: Public Comments.

ISSUES PRAIRIE OAKS BELIEVE SHOULD BE ADDRESSED PRIOR TO PETITION APPROVAL

- 1) Venture One Staff Report
 - a) On pages 3 and 7, why are items 2.b thru 2.d included? This type of information creates questions as to what the actual intent of development is proposed when we see language such as wastewater treatment plants. If this area is truly planned for warehouse/distribution, we request that the conflicting use language be cleaned up and removed
 - b) Page 11, we believe the allowable building height over 45 feet (up to 100 feet in the standards) should be revisited and reduced, as the proposed berm does not provide the same shielding to homes located further east along Charles Lane that is shown in the one section view provided
 - c) Page 12, there is already an existing problem with Weber delivery trucks parking in the Freeman Road median. Item 8 should be amended to also prohibit parking on Freeman Road
- 2) Proposed zoning Ordinance Amendment Document
 - a) On page 5 of 6 is language regarding placing fences along lot lines. The fences/sound barrier to be placed along the trailer parking area appear they would be more effective, and we see no benefit to a requirement for additional fencing along perimeter lot lines which would be at additional cost but would provide no foreseeable benefit
- 3) Development Standards

- a) Items II.C and D both mention freezer space. We ask why this is included, because to our recollection at a previous meeting the developer stated that refrigeration storage facilities were not proposed for Project Pumpkin
- b) Page 6 Item IX we inquire as to the need for outdoor storage
- c) Page 7 we suggest a revised fence location requirement to be adjacent to trailer yard, not at property lines
- d) Is additional information regarding native landscaping requirements and/or maintenance appropriate to be included within these standards?

4) Landscape Plan

a) There is a Village Code section 156.151.12.c requirement for tree plantings on dry land areas around detention basins, yet none of these plantings are shown. For additional screening for residents, these trees should be required in dry land areas around Detention basins 6 and 7 (In fact a perspective view provided show just such mature trees in these areas, but they are not shown on landscaping plans)

5) Traffic Concerns

- a) The traffic study posted on the Village website has been updated as of February 8, 2021. The applicant has expanded the extent of the traffic study to take into account our questions and also to incorporate information regarding other planned developments, many of which we as residents were not even aware of, and we appreciate that additional information.
 - i) We understand that no Freeman Road improvements are proposed east of the Project Pumpkin site.
 - ii) As we have stated previously, we have concerns that the 85/15 traffic allocation will be accurate.
 - iii) We are also concerned about the projected traffic volumes from Phase 2, as even though those proposed buildings have 2.6 times the building area of Phase 1, their projected traffic is only 71% of the Phase 1 project.
 - iv) The Traffic study used tenant provided data for Project Pumpkin that is four times the counts projected by the ITE manuals, yet the ITE manual projections are used for Phase II.
 - v) We are requesting that the Village, as part of the approval of this development including the approval of Phase II, add language within the final approving documents which preserves the Villages right to request additional traffic impact studies either at the time of Phase II development or if traffic on Freeman Road grows in a different pattern than the study shows, and to also require future offsite roadway improvements should those studies show they are necessary
 - vi) We also ask that the Village keep our concerns in mind for the long-term as they continue to review plans for additional future development project along the Freeman Road area.

6) Lot 2 – Berm and Landscaping Exhibit

- a) We truly appreciate the Village and Venture One working cooperatively to include this berm requirement, which addresses many of our resident's questions. We do note that the berm effectiveness depends greatly upon the Building 3 FFE elevation being 920 as shown, or lower
- b) We request that an additional rendering be provided from the perspective of residences near Carriage Way and Charles Lane, as the view angle to the berm will be much different, and also ask that the 100 foot building height be reduced accordingly to minimize views from all homes
- c) We also believe that a sound screening wall (fence) should be installed along the top of the berm to improve screening and reduce sound transmission to residences, in addition to the tree plantings shown to soften and naturalize the berm appearance
- d) We are unclear as to the timing of when this Lot 2 berm will be constructed. Can this be considered to be installed in conjunction with the Phase 1 development?

7) Site lines and screening

a) Several residents have requested that a masonry-type wall or sound barrier be

substituted for the 8 foot security fence along the full extents of the eastern edge of the trailer parking lot, in order to improve screening of trailers and minimize noise. Certain documents mention a sound wall will be installed, but the engineering plans do not yet show this.

- b) In addition, can a variance be considered to allow this wall to be built higher than the 8 foot shown in order to better screen trailers which are over 13 foot in height?
- c) The detail for the proposed security fence shows 8 foot tall chain link fence, and we fail to see how that is going to provide screening of the trailer parking area.
- d) As previously requested, an additional section view aligned with Cheryl Court and the approximate center of the proposed building will help residents better understand site lines

8) Stormwater Drainage and wetland protection

a) Charles Lane drainage problems. We appreciate the feedback that the Village and Venture One will work with ComEd to improve the rear yard drainage situation and to provide positive drainage to restore the original design intent on these upland offsite areas.

9) Noise and Hours of Operation

- a) With the massive amounts of truck parking proposed at this site, we have concerns about noise and lights related to late hours of operations
 - i) What anti-idling measures and restrictions will be implemented? We do not see any language in the Development Standards that address this question
 - ii) We ask for confirmation that refrigerated storage is not proposed as part of Project Pumpkin. Furthermore, should there be any refrigerated storage component, all such equipment should not be located on the roof or east side of the building, but instead should be located to the west of the building so that the building provides noise shielding
 - iii) We ask that refrigerated trucks NOT be permitted to use the east side trailer parking area, but instead be required to be parked west of the building

10) Communication

- a) Thank you for the continued communication and sharing of project information
- b) We see that the Village has established a Freeman Road Project link on the Village website for sharing of information. We request that the Village keep this page active throughout the upcoming construction process as a way of communicating project updates, status, information, and as a resource to streamline resident communication to answer questions.
- c) We have seen jobsite web camera(s) used on major private projects and also on large public infrastructure projects from other agencies, and would hope the developer and Village would consider placement of these which would maintain a record of construction and progress and provide ongoing transparency regarding this game-changing project for the Village.

ISSUES TO BE ADDRESSED PRIOR TO FINAL ENGINEERING APPROVAL

11) Lighting

a) A question that remains unaddressed regarding lighting from the Project Pumpkin development is that we see Section 156.088 of the Village code says that the light source shall not be visible to residents. Please provide confirmation that this means the light bulbs will be screened so they are not directly visible from the residences.

12) Landscaping and site lines

- a) The upland areas between Wetland 1 and Freeman Road provide open space for addition of a berm west of the 30 foot access easement along with additional plantings that would provide considerable additional screening for residents on Lots 2 and 3 in the Prairie Oaks subdivision
- b) Renderings show mature trees planted within Wetland 1 area, but landscape plans do not show these trees. Plans should be updated to add these trees

- c) There are no trees shown on dryland areas around Detention basins 6 and 7 as required in Village code. Please add these for additional screening for residences
- d) As previously requested, an additional section viewsone at Cheryl Court which would line up with the approximate center of the proposed building will help residents better understand site lines
- e) Why is turf grass proposed within the 50 foot ComEd easement, and not native prairie plantings? The ComEd easement document allows landscaping and farming, and since 8 foot tall corn crops have been grown there, surely native prairie landscaping to provide additional shielding and naturalization would be permitted

13) Engineering plan comments

- a) Sheet 3.6 and C6.6 have notes that drain tile from wetland will be daylighted into detention basin. As this tile is lower than adjacent wetland water surface, as as this tile will now have a free unrestricted discharge into an open detention basin, wont this connection allow the wetland to drain to a lower water surface level
- b) Sheet C4.8 the fence east of trailer yard is still shown as galvanized fence. Although the staff report says this should be changed to black coated, this is still an open fence which will not shield trailers, and it is not the sound protection fence that has been previously requested and discussed
- c) Sheet C5.7 we request that the open upland area south of Wetland 1 be used to build a landscaped berm to provide addition shielding for residents on Lots 2 and 3
- d) Sheet C5.8 there appears to be a chance that wetland 1 overflow could short circuit and over flow into detention basin 6. Can the grading be modified slightly to add another contour to ensure overflow continues to the north into wetland 2 as historically occurs?
- e) Sheet C6.3 why is reconnection of the drain tile near the northwest corner of the site proposed/ With this drain tile being the lowest outlet, won't this overload the agricultural drain tile system instead of stormwater flowing into the regionally designed offsite storm sewer system?
- f) The detail for the proposed security fence shows 8 foot tall chain link, but we fail to see how that is going to provide screening of the trailer parking area.

With the updated information that has been provided, we as representatives of the Prairie Oaks subdivision are comfortable that the Village is continuing to take our concerns into consideration, and that it has built acceptable requirements into the Development Standards.

We are confident that we can continue to work cooperatively with the Village of Huntley and with Venture One to address the remaining engineering type comments as this development process moves forward.

Please feel free to contact either of us if you have any questions or are looking for any clarification of these comments.

Sincerely,

Mike Figolah	Pam Figolah

February 22, 2021

Jim & Julie Murphy 41W230 Charles Lane Huntley, IL 60142

Village of Huntley 10987 Main Street Huntley, IL 60142

RE: Proposed Annexation and Development Plan for 41W368 Freeman Road (Project Pumpkin)

Dear Village Board Members and Plan Commission Members,

We appreciate the support from the Village of Huntley and the revised plans from Venture One Real Estate, LLC from the special meeting on 2/16/2021. Thank you for considering and addressing our concerns/requests regarding Northeast Parcel (P.I.N. 02-09-200-010) on the 41W368 Freeman Road property (aka Stade Farm).

We've reviewed the updated plans and request the following adjustments before the Village approves either phase of the development plans:

Proximity:

We appreciate that a berm will be installed as requested, but ask for the current berm plans to be adjusted as follows:

Berm Height – We continue to request that the berm height is 35 feet. Eye level is approximately 18.5 feet from our bedroom window. We will still be able to see the buildings and hear all the noise from semi-trucks as well as the smell the diesel fumes) from a 20-foot berm.

Berm Elevation Starting Point – The proposed berm build starts at 920 feet elevation. This elevation is the lowest point of the Parcel 4 shared property. (the drainage and conservation area of our backyard) We request that the berm built starting at 928 feet, which is the approximate elevation of our home. If left at 920 feet elevation, the berm will only be 11.5 feet tall next to our home. We will clearly see and hear everything on Parcel 4 as our bedroom window is 18.5 feet as mentioned above.

Please reference the image on page 2 regarding this.

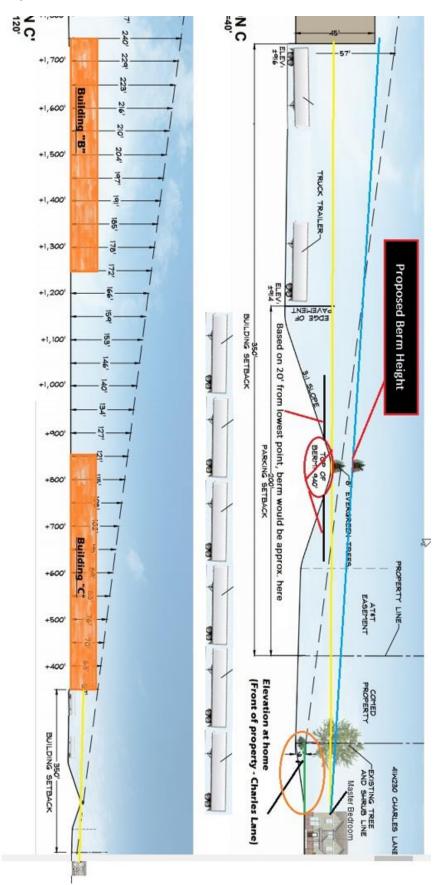
Drainage:

Please mandate there will be no dips in the berm to accommodate wetlands and drainage easement. Instead, we ask that culvert or something similar be used to maintain the privacy between the two properties.

We also ask who will be held responsible and liable for any disruption and/or damage caused to any of the Charles Lane properties if for any reason the excess water is not accepted onto Parcel 4 of the 41W368 Freeman Road property?

Thank you for taking the time to review and consider our concerns and requests.

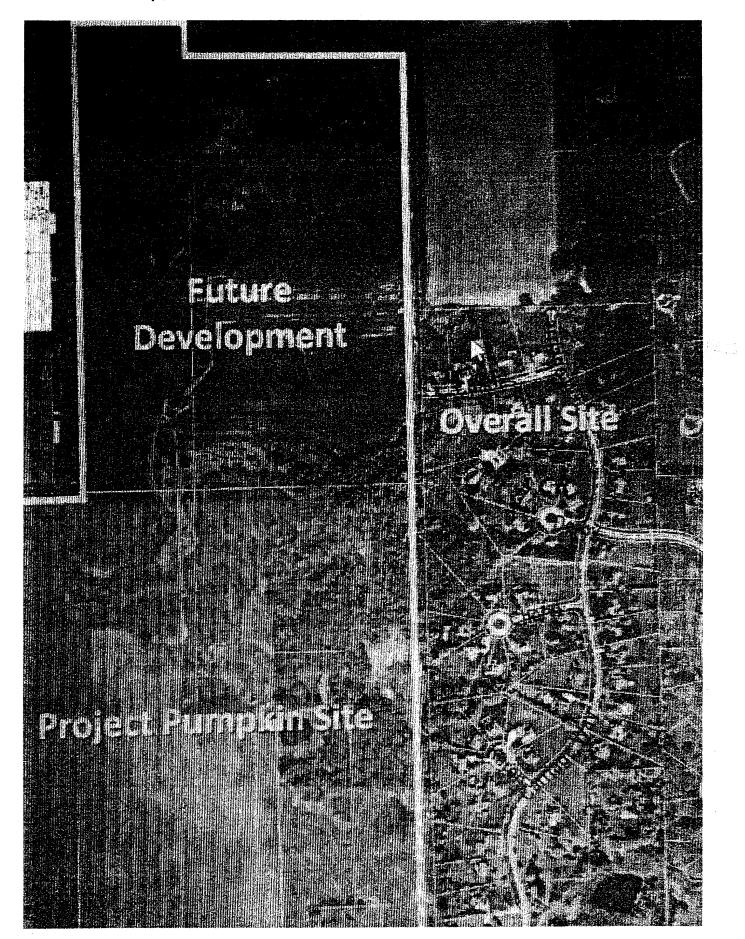
This image was copied from Lot 2 Berm and Landscaping plan submitted to the Village of Huntley by Venture One Real Estate, LLC.



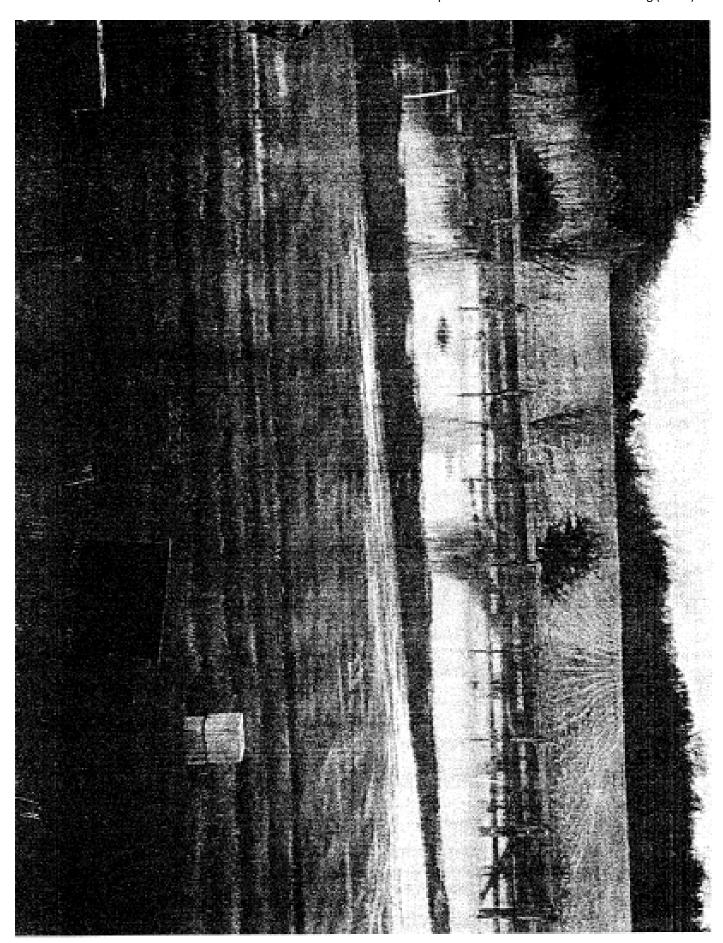
Nowinski - photos handed out at 02.22.21 meeting (1 of 4)

Nowinski

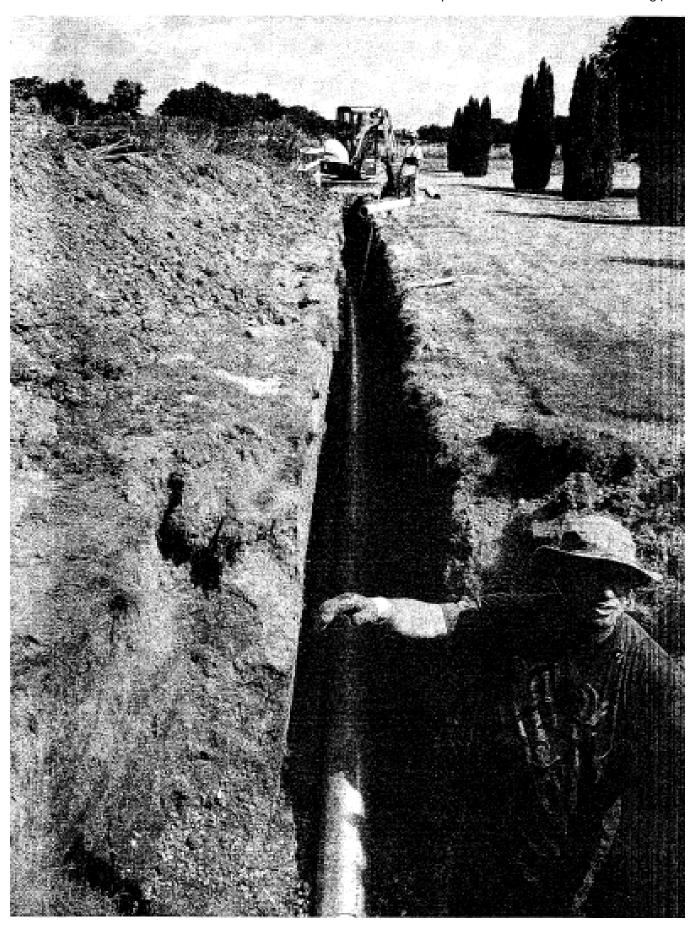
41 W198 Charles Ln.



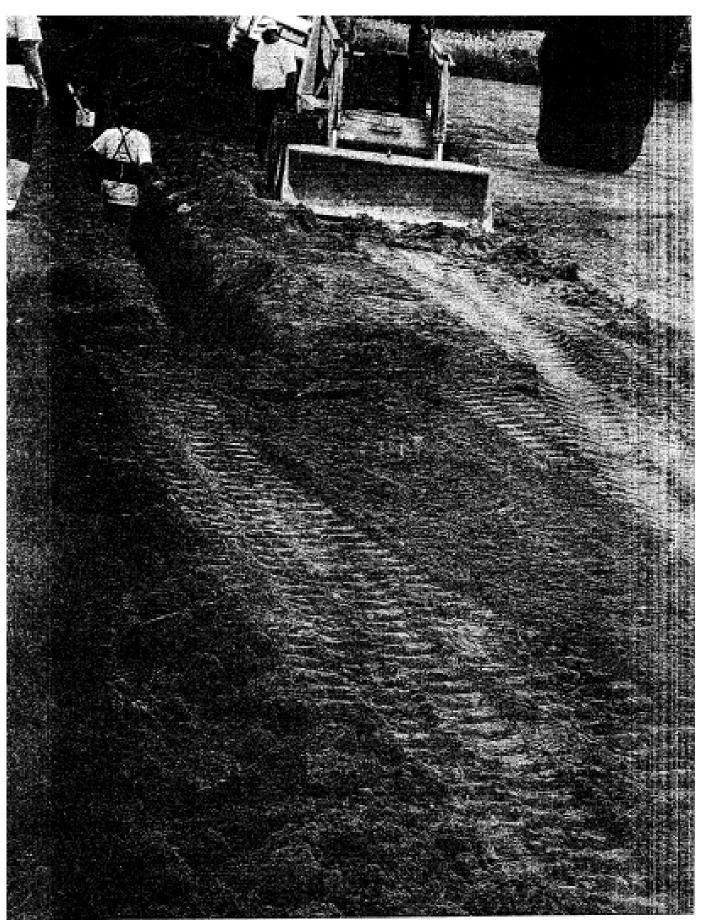
Nowinski - photos handed out at 02.22.21 meeting (2 of 4)



Nowinski - photos handed out at 02.22.21 meeting (3 of 4)



Nowinski - photos handed out at 02.22.21 meeting (2 of 4)



From: Marge Shannon

Sent: Monday, February 22, 2021 9:49 PM

To: Margo Griffin
Subject: Project Pumpkin

Margo,

Bob and I are reaching out again as a resident of Prarie Oaks as well to show our support for our speakers at this evening's meeting.

Collectively, we have spent countless hours reading and discussing Project Pumpkin. We appreciate the time you have given us to express or concerns. We are grateful for the compassion and sympathy we have received from The Huntley board members. We know your support has been a factor in the areas we have won and the ones the buyer is still considering.

As stated this evening, what is happening to us is life changing and our world is very close to being changed forever. We appreciate that, in spite of the revenue involved, you have spent hours hearing us and we have felt your desire to do what is right for all of us, that is truly humbling.

Our sincere thank you, Bob & Marge Shannon Sent from my iPhone

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT RELATING TO UNINCORPORATED TERRITORY ON THE NORTH SIDE OF FREEMAN ROAD, EAST OF IL ROUTE 47 (41W386 Freeman Road)

Resolution (R)2021-03.xx

WHEREAS, there exists an approximately 261-acre tract of real property generally located on the north side of Freeman Road east of IL Route 47, commonly known as 41W386 Freeman Road, which property lies adjacent to the existing corporate limits of the Village of Huntley (the "*Territory*"); and

WHEREAS, 92131, LLC, as record owner, and Venture One Acquisitions, LLC, as contract purchaser and prospective developer, of the Territory (collectively, "Owners") have presented to the Village a proposed Annexation Agreement relating to thereto (the "Agreement"); and

WHEREAS, the proposed Agreement would provide for the annexation of the Territory into the Village of Huntley ("Village") and the subsequent zoning and development of the Territory within the Village as a phased light industrial development, including an approximately 630,000 square foot industrial building and distribution center; related office space; ancillary access, parking, and loading facilities; and other related on- and off-site improvements in the first development phase and complementary warehouse, distribution, light industrial, and/or business park uses in one or more buildings with related on- and off-site improvements in one or more future development phases; and

WHEREAS, consistent with the requirements of Division 11-15.1 of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1 *et seq.*, the Village has caused notice to be duly published regarding a public hearing on the terms of the proposed Agreement, which public hearing was conducted by the corporate authorities of the Village on March 11, 2021; and

WHEREAS, following the close of the public hearing on March 11, 2021, the President and Village Board considered the comments and testimony presented and the terms of the proposed Agreement; and

WHEREAS, the President and Village Board have determined that it is in the best interests of the Village and its residents to approve and authorize the execution of the Agreement pursuant to the Village's authority under Division 11-15.1 of the Illinois Municipal Code, the Village's home rule powers, and other applicable authority, subject to the terms and conditions set forth in this Resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HUNTLEY as follows:

SECTION ONE: The foregoing recitals are incorporated into this Resolution as if fully set forth in this section.

SECTION TWO: Approval of Annexation Agreement. The Agreement is hereby approved in substantially the form attached hereto as Exhibit A, subject to final review and approval of the form of the Agreement and its exhibits by the Village Manager in consultation with the Village Attorney and Village Engineer.

SECTION THREE: Authorization to Execute. Following written confirmation by the Village Manager that the Agreement is in proper form to execute, the Village President and the Village Clerk shall be, and are hereby, authorized to execute and attest the Agreement on behalf of the Village

DRAFT

and to cause fully executed originals of the Agreement to be recorded with the Kane County Recorder of Deeds in accordance with the Agreement's terms. Notwithstanding the foregoing, if the Agreement has not been executed by the Owners and recorded within 120 days after the passage of this Resolution, then this authorization shall be without force or effect.

SECTION FOUR: Effective Date. This Resolution shall be in full force and effect upon its passage by the vote of two-thirds of the corporate authorities holding office and approval in the manner provided by law.

	<u>Aye</u>	<u>Nay</u>	Absent	<u>Abstain</u>	
Trustee Goldman Trustee Hoeft Trustee Kanakaris Trustee Leopold Trustee Piwko Trustee Westberg					
PASSED and APPRO	OVED this 1	11 th day of	`March, 202	1.	
			APPR	OVED:	
ATTEST :			Villag	e President	
Village Clerk		_			

Exhibit A

Annexation Agreement

AN ORDINANCE ANNEXING CERTAIN PROPERTY TO THE VILLAGE OF HUNTLEY (41W386 Freeman Road)

Ordinance (O)2021-03.xx

- WHEREAS, 92131, LLC, a Florida limited liability company, ("Owner") is the record owner of an approximately 261-acre tract of real property generally located on the north side of Freeman Road east of IL Route 47, commonly known as 41W386 Freeman Road, in unincorporated Kane County, which property (along with any unincorporated contiguous rights-of-way) is legally described in Exhibit A hereto ("Unincorporated Parcel") and depicted on the Plat of Annexation attached as Exhibit B hereto; and
- **WHEREAS**, the Unincorporated Parcel is contiguous to the existing corporate limits of the Village of Huntley ("Village") and is not within the corporate limits of any municipality; and
- **WHEREAS,** Owner and the Village desire to have the Unincorporated Parcel annexed to the Village pursuant to and in accordance with the provisions of Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8; and
- **WHEREAS**, Owner has filed with the Village Clerk a duly executed petition for annexation (the "*Petition*"), which seeks annexation of the Unincorporated Parcel to the Village; and
- WHEREAS, there are electors currently residing within the boundaries of the Unincorporated Parcel, and the Petition is duly executed by Owner and at least 51% of the electors residing upon the Unincorporated Parcel; and
- **WHEREAS,** Venture One Acquisitions, LLC ("*Developer*") is the contract purchaser and prospective developer of the Unincorporated Parcel; and
- **WHEREAS**, the Village has approved an Annexation Agreement with both Owner and Developer that is to govern the annexation of the Unincorporated Parcel to the Village and the development of the Unincorporated Parcel ("Annexation Agreement"); and
- **WHEREAS**, all petitions and other documents necessary to accomplish the annexation of the Unincorporated Parcel to the Village have been executed; and
- **WHEREAS**, notice of the annexation has been delivered to all entities and officials in accordance with, and as required by or pursuant to, the provisions of Section 7-1-1 of the Illinois Municipal Code, 65 ILCS 5/7-1-1; and
- **WHEREAS**, the Village is authorized to annex the Unincorporated Parcel pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8; and
- WHEREAS, the President and Board of Trustees of the Village of Huntley have found and determined that it is in the best interests of the Village that the Unincorporated Parcel be annexed pursuant to the Petition and the terms of the Annexation Agreement;
- NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HUNTLEY as follows:

SECTION ONE: Recitals. The foregoing recitals are incorporated into this Ordinance as if fully set forth in this section.

SECTION TWO: Annexation. The Unincorporated Parcel shall be, and it is hereby, annexed to the Village of Huntley.

SECTION THREE: Recordation and Reporting. The Village Clerk shall be, and is hereby, authorized and directed to record in the Office of the Kane County Recorder of Deeds promptly (and in no event more than 90 days) after the effective date of this Ordinance, a certified copy of this Ordinance, including the Plat of Annexation (attached hereto as Exhibit B), as required by law. The Village Manager shall be, and is hereby, authorized and directed to notify the Election Authorities, as defined in Section 7-1-1 of the Illinois Municipal Code, 65 ILCS 5/7-1-1, and the United States Post Office branches serving the Unincorporated Parcel, of the annexation by registered or certified mail within 30 days after the effective date of this Ordinance.

SECTION FOUR: Effective Date. This Ordinance shall be in full force and effect on and after its passage by a majority vote of the corporate authorities then holding office and its approval and publication in pamphlet form in the manner provided by law; provided, however, that this Ordinance shall be of no force or effect until after: (i) execution of the Annexation Agreement by the Village, Owner, and Developer; and (ii) the earlier of delivery by Owner (or by Developer or its assignee as successor in title to the Owner) of a certification to the Village that there are no longer any electors residing upon the Unincoporated Parcel, or April 7, 2021.

Abstain

Absent

Aye

Nay

	<u> 11yc</u>	<u>14ay</u>	Hosent	Nostani
Trustee Goldman Trustee Hoeft Trustee Kanakaris Trustee Leopold Trustee Piwko Trustee Westberg				
PASSED and APPRO	OVED this	11 th dav of	March, 202	1.
		J	, -	
			APPR	OVED:
ATTEST:			Villag	e President
		_		
Village Clerk				

Exhibit A

LEGAL DESCRIPTION OF THE UNINCORPORATED PARCEL

PARCEL 1:

THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS, EXCEPT THAT PART OF THE SOUTHWEST OUARTER OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID QUARTER; THENCE NORTHERLY ALONG THE EAST LINE OF SAID QUARTER 50.0 FEET TO A LINE DRAWN PARALLEL WITH AND 50.0 FEET NORTHERLY OF THE SOUTH LINE OF SAID QUARTER (MEASURED AT RIGHT ANGLES THERETO); THENCE WESTERLY ALONG SAID PARALLEL LINE 570.21 FEET; THENCE WESTERLY AND NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 799.0 FEET TANGENT TO THE LAST DESCRIBED COURSE 930.28 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 4,550.0 FEET TANGENT TO THE LAST DESCRIBED CURVE AT THE LAST DESCRIBED POINT 29.14 FEET TO THE EASTERLY LINE OF LOT 14, UNIT NO. 1, HUNTLEY, VILLAGE OF HUNTLEY, KANE COUNTY, ILLINOIS; THENCE SOUTHERLY ALONG AN EASTERLY LINE OF SAID UNIT 559.89 FEET TO SAID SOUTH LINE; THENCE EASTERLY ALONG SAID SOUTH LINE 1,317.98 FEET TO THE POINT OF BEGINNING, IN THE VILLAGE OF HUNTLEY, KANE COUNTY, ILLINOIS.

PARCEL 2:

THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS, EXCEPT THE EAST 50 FEET.

PARCEL 3:

THE EAST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

PARCEL 4:

THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS. EXCEPT THE EAST 50 FEET AND EXCEPT THE NORTH 200 FEET (EXCEPT THE EAST 50 FEET) OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

PINs: 02-09-300-007, 02-09-300-005, 02-09-400-008, 02-09-400-004, 02-09-200-010, 02-09-100-006, 02-09-400-010

Exhibit B

Annexation Plat

AN ORDINANCE AMENDING THE I-90/ IL 47 GATEWAY PLAN OF THE VILLAGE OF HUNTLEY COMPREHENSIVE PLAN

Ordinance (O)2021-03.xx

- **WHEREAS,** in December 2017, the Village of Huntley (the "Village") approved and adopted the I-90/IL 47 Gateway Plan, which amended and was incorporated into the Village of Huntley Comprehensive Plan, (the "Gateway Plan") pursuant to Division 11-12 of the Illinois Municipal Code and the Village's home rule authority; and
- WHEREAS, the Village has a longstanding history of undertaking thoughtful planning to protect, preserve, and enhance the suburban character of the Village while encouraging well-designed growth and development; and
- WHEREAS, the southern portion of the Village includes areas adjacent to the I-90/IL 47 interchange, which area is the subject of the Gateway Plan; and
- WHEREAS, the I-90/IL 47 Gateway area includes several development-ready sites with transportation, utilities, and other infrastructure already in place; this area has been experiencing rapid growth and development in recent years and is planned for an appropriate mix of retail, commercial, office, research, light industrial, business park, flex space, and open space uses and development; and
- WHEREAS, the Village President and Board of Trustees ("Village Board") desire to consider amendments to the Gateway Plan to address the designation of certain undeveloped territory lying east of IL Route 47 and north of Freeman Road as being appropriate for light industrial uses, including warehousing and distribution facilities (the "Proposed Amendments"); and
- WHEREAS, such area is uniquely situated for such light industrial uses, including larger-scale warehousing and distribution developments (which may include cross-docking facility elements) in connection with other complementary light industrial and business park uses, due to the area's proximity to the I-90/IL 47 interchange and convenient access to the I-90 interstate via frontage and arterial roads; and
- **WHEREAS,** pursuant to notice duly published, the Village's Plan Commission ("*PC*") conducted a public hearing on February 22, 2021 to hear and consider testimony regarding the Proposed Amendments; and
- **WHEREAS,** following the public hearing, the PC recommended approval of the Proposed Amendments by a vote of 5-1 as set forth in this Ordinance; and
- WHEREAS, the Village Board, having considered the public hearing record and PC recommendation, find and determine that it is in the best interests of the Village and its residents to amend the Gateway Plan as hereinafter set forth;
- NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HUNTLEY as follows:
- **SECTION ONE:** Recitals. The foregoing recitals are incorporated into this Ordinance as if fully set forth in this section.

SECTION TWO: Gateway Plan Amendment. Pursuant to Section 156.203 of the Huntley Zoning Code, the Village's home rule authority, and other applicable law, the Gateway Plan shall be and is hereby amended by incorporating the changes set forth in Exhibit A (including the maps set forth in Exhibits A-1 and A-2) to this Ordinance, which exhibits are incorporated into and made a part hereof (the "Plan Amendment"). The Village Manager shall cause the text and maps within the Gateway Plan to be updated and published to reflect the Plan Amendment.

SECTION THREE: Filing; Recordation. Pursuant to Section 156.203(E)(4) of the Huntley Zoning Code, the Village Manager is hereby authorized and directed to cause a certified copy of the Gateway Plan, as amended by the Plan Amendment pursuant to this Ordinance, to be placed on file in the Office of the Village Clerk and to cause a certified copy of this Ordinance or other notice evidencing the adoption of the Plan Amendment to be recorded in the Office of the Kane County Recorder of Deeds.

SECTION FOUR: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

A 1- - - -- 4

A 1- -4-:--

	Aye	<u>INay</u>	Absent	Austain	
Trustee Goldman Trustee Hoeft Trustee Kanakaris Trustee Leopold Trustee Piwko Trustee Westberg					
PASSED and APPROVE	ED this 11 th day o	of March,	2021.		
		A	PPROVED:		
ATTEST:		V	illage Presid	ent	
Village Clerk					

NI...

A ---

Exhibit A

GATEWAY PLAN AMENDMENT

Section 3: LAND USE & DEVELOPMENT

Section 3 is amended in part with respect to the paragraphs titled "Business Park & Flex Space" and "Light Industrial" as follows (page 6 of the Gateway Plan):

Business Park & Flex Space. The western portion of the I-90/IL 47 Gateway along Jim Dahmer Drive contains many undeveloped properties along with several newly constructed office and light industrial developments. This area should be prioritized for business park and flex space development, with areas adjacent to Route 47 developed as offices, to utilize the area's convenient access to I-90 and Route 47, and to provide high-quality job opportunities for residents and others in the region. Additional opportunity sites include the Stade property north of Freeman Road, which should be developed as Business Park.

* * *

Light Industrial. Light industrial and distribution facilities development should be targeted south of Freeman Road adjacent to the Weber Grill facility, as well as on the **Stade property north of Freeman Road which may be targeted for larger-scale light industrial, warehouse, and distribution facilities development.** Weber recently created a roadway connecting to Freeman Road that future development may utilize. Additional opportunity sites include areas southwest of the I-90 interchange. Areas southwest of the I-90 interchange may be targeted for light industrial and smaller-scale distribution facilities development, given that they strategically buffer environmentally sensitive water features that abut a portion of areas slated for development.

Light industrial facilities usually involve complex operations, including the integration of material handling, producing, packaging, inventory, transportation, and warehousing. Many communities label these uses as undesirable, because they are often perceived to create noise, are traffic-intensive, and excessively consume space. The Village must balance welcoming light industrial businesses and distribution facilities to generate jobs and tax revenue while preserving the Village's suburban character and natural features.

Section 3 is further amended to update the "Land Use & Development" map as depicted in Exhibit A-1.

Section 5: TRANSPORTATION

Section 5 is amended in part with respect to the paragraph titled "Light Industrial: Land Use Activity" as follows (page 9 of the Gateway Plan):

Appropriate land use activities within Light Industrial areas include:

- Light to heavy manufacturing and mass production of specific types of goods.
- Warehouses, shipping, and distribution facilities that provide for the storage, shipping, and coordination of materials and goods, including finished products

from local manufacturing (excluding cross-dock operations <u>except on properties</u> <u>designated for ORI-1 District zoning</u>).

• Corporate/general offices, including larger campuses.

Section 6: REGULATORY STRATEGY

Section 6 is amended in part as follows (pages 11-12 of the Gateway Plan):

Zoning Districts

	(RMC) Regional Mixed-Commercial District		
	(BP/ORI) Business Park/Office/Research/Light Industrial Distric		
	(CO) Corporate Office		
	(LI) Light Industrial		
	(ORI-1) Specialty Office/Research/Light Industrial District		
	(SF-2) Garden Residential		
	(MF-2) Multi-Family		
	(P) Parks & Open Space		
	* * *		
LIGHT	TINDUSTRIAL		
CREA'	TE A NEW LI DISTRICT		

CREATE A NEW ORI-1 DISTRICT

Currently, light industrial uses in the Village are accommodated primarily in the M District, with some less intense light industrial uses possible in the BP and ORI Districts. In addition to creating a new LI District as discussed above, consideration should be given to creating a new (ORI-1) Specialty Office/Research/Light Industrial District to accommodate larger-scale light industrial developments (such as warehouse and distribution centers, which may include cross-docking facilities) and compatible office, research, light manufacturing, and institutional uses. Higher intensity uses in the ORI-1 District should be designated as special uses, and development within this district should be limited to larger acreage sites with appropriate access facilities. Development in this district should be carefully planned and designed and should include enhanced landscaping, screening, and buffering.

PUD REQUIREMENT

Any development in the new LI District <u>or the new ORI-1 District</u> should require approval as a PUD. As such, the Village should amend its current PUD requirements to accommodate the LI District <u>and ORI-1 District</u> and establish new PUD standards that incorporate the recommendations of the *I-90/IL 47 Gateway Plan*.

Section 6 is further amended to update the "Regulatory Strategy" map as depicted in Exhibit A-2.

Exhibit A-1 AMENDED "LAND USE & DEVELOPMENT" MAP

Exhibit A-2 AMENDED "REGULATORY STRATEGY" MAP

3: LAND USE & DEVELOPMENT

Huntley is undergoing rapid growth and development, particularly in the 1-9001.47 Gateway Plan area, where there are several development-ready sites with infrastructure already in place. New development is on the rise, from Weber Grill expanding to a second facility on Freeman Road, to the recent development of the Centegra Hospital in the northeastern corner of the Village to the Alden senior living complex on Regency Parkway, to the many industrial and office flex spaces being developed along. Im Dhamer Drive. The significant new investment in the form of public infrastructure in the 1-90/1L 47 Gateway presents the Village with a substantial opportunity to influence the character of future development in this important gateway to the Village.

The Land Use and Development Framework identifies desired future land uses for the 1901/L 47 Gattewey and provides a framework for guiding future planning decisions. Promoting a diverse mix of land uses is crucial to ensuring the strength and vitality of the Village. The Land Use and Development Framework seeks to promote balanced growth in an economically sustainable manner, while preserving and enhancing the area's natural features. The Land Use and Development Framework is summarized below by I and use category.

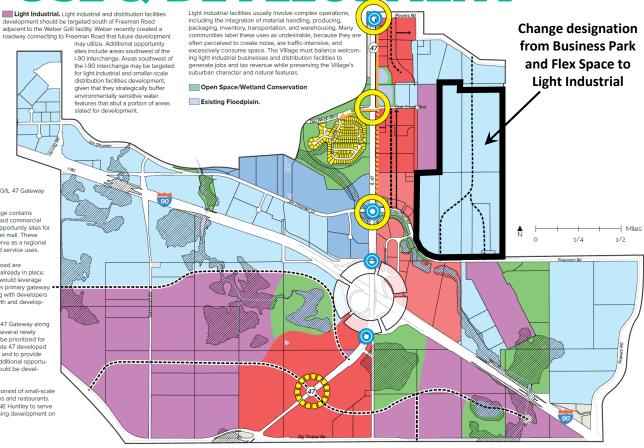
Existing Residential. Existing Residential land uses within the I-90/IL 47 Gateway include Sun City.

Mixed Commercial. The area just northeast of the I-90 interchange contains development-ready sites and vacant buildings surrounding auto-oriented commercial uses, including auto and RV dealerships, and the vacant outlet mall. Opportunity sites for Mixed Commercial development include the auto mall and vacant outlet mall. These areas should be targeted for a mix of commercial development that serve as a regional draw, such as general retailers, sporting goods stores, restaurants, and service uses.

Corridor Commercial. Areas along Route 47 north of Freeman Road are comprised of development-ready sites with much of the infrastructure already in place. These areas should be targeted for Corridor Commercial uses, which would leverage visibility and traffic volume, while establishing Route 47 as the Huntley's primary gateway. As new development occurs here, the Village should consider working with developers to encourage a diverse mix of development to ensure continued growth and development in the area.

Business Park & Flex Space. The western portion of the I-90/IL 47 Gateway along Jim Dhamer Drive contains many undeveloped properties along with several newly constructed office and light industrial developments. This area should be prioritized for business park and flex space development, with areas adjacent to Route 47 developed as offices, to utilize the area's convenient access to I-90 and Route 47, and to provide high-quality job opportunities for residents and others in the region. Additional opportunity sites include the Stade property north of Freeman Road, which should be developed as Business Park.

Medical Care/Office. The Medical Care/Office land use should consist of small-scale medical offices and complementary commercial uses, such as daycares and restaurants. These areas act as a supportive district for the Health Care District in NE Huntley to serve nearby residents, such as those of Sun City and the Alden senior housing development on Regency Parkway.



AN ORDINANCE AMENDING CHAPTER 156 OF THE HUNTLEY CODE REGARDING THE CREATION OF A NEW ORI-1 SPECIALTY OFFICE/ RESEARCH/ INDUSTRIAL DISTRICT

Ordinance (O)2021-03.xx

WHEREAS, the Village of Huntley is a home rule unit of local government under the Illinois Constitution, 1970, Article VII, Section 6; and

WHEREAS, Chapter 156 of the Huntley Code ("Zoning Code") regulates the use and development of land within the Village and provides for the administration and enforcement of such regulations; and

WHEREAS, the Zoning Code, among other things, establishes such zoning districts as are deemed necessary by the President and Board of Trustees to regulate the nature, character, and location of land uses and development within the Village, to implement the Village's Official Comprehensive Plan, and to achieve compatibility of uses within each zone; and

WHEREAS, the President and Board of Trustees, pursuant to the Village's home rule powers and other applicable authority, have determined that it is in the best interests of the Village and its residents to amend the Zoning Code to create a new zoning district to be known as the ORI-1 Specialty Office/Research/Industrial District ("ORI-1 District") and to establish standards for land uses and development within the ORI-1 District, including standards for the approval and implementation of planned unit developments therein (the "Proposed Amendments"); and

WHEREAS, in comparison to existing zoning districts under the Zoning Code, the ORI-1 District is particularly intended to provide an opportunity for larger-scale light industrial developments (such as warehouse and distribution centers) and compatible uses on appropriately located and sized properties pursuant to unified planned development concepts that ensure thoughtful planning, design, and buffering; and

WHEREAS, pursuant to notice duly published, the Huntley Plan Commission conducted a public hearing on February 22, 2021 concerning the Proposed Amendments; and

WHEREAS, at the conclusion of the public hearing, the Plan Commission made findings and recommended that the Board of Trustees adopt the Proposed Amendments by a vote of 5-1; and

WHEREAS, having considered the Proposed Amendments and the findings and recommendations of the Plan Commission, the President and Board of Trustees have found and determined that adoption of the Proposed Amendments, as set forth in this Ordinance, is in the best interests of the Village and its residents;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HUNTLEY as follows:

SECTION I: The foregoing recitals are incorporated into this Ordinance as if fully set forth in this section.

SECTION II: Section 156.021, entitled "Establishment of Zones" of Article III, entitled "Zoning Districts and Official Zoning Map," of Chapter 156, entitled "Zoning Code," of Title XV, entitled "Land Usage" of the Huntley Code is hereby amended in part as follows:

§ 156.021 ESTABLISHMENT OF ZONES

The intent of this Ordinance is to create a series of zones of such number and character as are necessary to achieve compatibility of uses within each zone, to implement the adopted Official Comprehensive Plan, and to complement the Official Zoning Map of the Village. For the purposes of the Zoning Ordinance, all land and water areas in the Village are hereby divided into the following districts:

* * *

(C) Office, Health Care and Manufacturing Districts

O-1 General Office District
HC Health care District
M Manufacturing District
ORI Office/ Research/ Industrial District
ORI-1 Specialty Office/ Research/ Industrial District

* * *

SECTION III: Article V, entitled "Business and Non-Residential Districts," of Chapter 156, entitled "Zoning Code," of Title XV, entitled "Land Usage" of the Huntley Code is hereby amended in part to add a new Section 156.047 entitled "(ORI-1) Specialty Office/ Research/ Industrial District," which new Section 156.047 shall be and read as follows:

§ 156.047 (ORI-1) SPECIALTY OFFICE / RESEARCH / INDUSTRIAL DISTRICT

Purpose. The ORI-1 Specialty Office/Research/Industrial District is intended to provide for the (A) development of larger-scale light industrial, warehouse/distribution, light manufacturing, office, research, and other compatible uses in locations that are proximate to the I-90/IL47 interchange. Development in this district shall be characterized by an absence of nuisances in a clean and aesthetically attractive setting with significant setbacks and buffering. This district shall permit certain light industrial, light manufacturing, warehousing, and distribution operations as well as compatible research facilities, professional or business offices, and institutional uses. The ORI-1 District is particularly intended to accommodate development of significant, stand-alone light industrial developments (such as warehouse and distribution centers) on appropriately-located large acreage sites pursuant to a unified, planned development concept. Such uses will promote job creation and strengthen the Village's economic base but must be carefully located and planned. The ORI-1 District is distinguished from the ORI Office/Research/Industrial-Light Manufacturing District, in which a greater range of office, research, and light industrial uses are permitted on smaller sites and in conjunction with complementary commercial and retail uses. With respect to the ORI-1 District, strategic mapping guidelines, use and planned development regulations, bulk regulations, lot size regulations, enhanced landscaping and buffering requirements, and other criteria are intended to facilitate larger-scale light industrial uses while enhancing and preserving the Village's overall community character and preventing undue adverse development impacts.

DRAFT

- (B) Intent.
 - (1) To provide for development of significant warehouse/distribution, light industrial, and specialized compatible research, office, and light manufacturing activities on appropriately-located large acreage sites pursuant to thoughtful, unified designs that provide significant setbacks, landscaping, and buffering to protect adjacent uses and community character;
 - (2) To require adequate off-street parking and loading, traffic management facilities, and limited access to roads, such as through the use of frontage roads;
 - (3) To promote well-planned light industrial, light manufacturing, warehouse/distribution, and complementary office and research uses in the district;
 - (4) To locate significant light industrial, light manufacturing, and warehouse/distribution uses on lands suitable for those purposes and only at locations that would not be harmful or disadvantageous to nearby or adjacent property or established retail/commercial corridors;
 - (5) To encourage the grouping of larger-scale warehouse/distribution, light industrial facilities, and similar facilities with compatible office, research, and light manufacturing activities, thereby promoting convenience, efficiency and safety in transportation;
 - (6) To establish standards for siting, design, and review of larger-scale and potentially higher-intensity developments to protect adjacent properties and uses, preserve the Village's community character, and ensure sound municipal planning; and
 - (7) To promote job creation to support the retail businesses in the Village thereby protecting and strengthening the economic base of the Village.
- Mapping Criteria. The ORI-1 District is designed and intended to be mapped in the area (C) generally lying east of IL Route 47 and north of Freeman Road and only on properties with direct vehicular access to Freeman Road. Such area presents an opportunity within the Village to accommodate larger-scale developments that benefit from convenient access to I-90—including light industrial, manufacturing, and warehouse/distribution facilities-without causing undue impacts on the Village's overall community character. This area is uniquely situated for such uses due to its proximity to the I-90/IL47 interchange, convenient access to the interchange via established frontage roads with minimal impacts on arterial roads and local streets, and separation from established retail corridors, the downtown business area, and residential neighborhoods within the Village. The ORI-1 District is not intended to include properties with frontage on I-90 or IL Route 47. The ORI-1 District is intended to accommodate larger-scale developments that may generate significant non-passenger vehicle traffic and create other potentially adverse impacts, the ORI-1 District should not be mapped on properties that depend on local residential streets for access nor on properties where development cannot be properly located and buffered with setbacks, landscaping, and screening as required by this Section.
- (D) Uses
 - (I) Permitted Uses
 - (1) Offices

- a) Administrative, business, professional, governmental and medical
- (2) Research/Industrial-Light Manufacturing Uses
 - a) Laboratories, offices and other facilities for research testing, data analysis and development
 - b) Light manufacturing
- (3) Accessory uses, buildings, and structures that are necessary and customarily incidental and subordinate to a permitted primary use.
- (II) Special Uses. Upon recommendation by the Plan Commission and after a public hearing on a petition pertaining thereto, in accordance with the requirements set forth for such hearing in Article VII of this Ordinance.
 - (1) Office/Industrial-Light Manufacturing/Warehouse and Distribution Uses:
 - a) Data processing and computer center, including service and maintenance
 - b) Direct selling establishments, where products are stored and distributed
 - c) Storage and distribution of bulk commodities
 - d) Wholesale, warehousing, and distribution of all kinds, including cross-dock facilities
 - e) Cartage, express and parcel delivery
 - f) Transit and transportation facilities
 - g) Food processing and handling
 - h) Industrial firms involved in the fabrication, processing, production, and/or manufacturing of materials, goods or products
 - i) Printing and publishing
 - j) Product research and development firms involved in servicing, packaging, cleaning, repair or storage of materials, goods or products
 - k) Food and/or beverage manufacturing, packaging and processing
 - 1) Assembly firms
 - m) Medical laboratories
 - (2) Public utility and service uses, including towers and antennas for commercial radio-, television- and telephone-transmitting, receiving or relay stations.
 - (3) Planned Unit Developments (PUD) in accordance with the applicable provisions of the Zoning Ordinance, including Subsection 156.047(J).
 - (4) Accessory uses, buildings, and structures that are necessary and customarily incidental and subordinate to an approved special use and that are operated in strict compliance with the applicable special use permit.

(III) Interpretation of uses. The Village Manager or designee shall consult the Standard Industrial Classification (SIC) Code and/or NAICS to determine similarity or compatibility.

(E) Bulk, Space and Yard Requirements.

1.	Minimum Size of an ORI-1 District:	250 acres
2.	Minimum Lot Area.	10 acres
3.	Minimum Lot Width.	400 ft.
4.	Minimum Building setbacks: (a) Front (b) Rear (c) Corner Side (d) Total Side (e) Minimum Side (f) Abutting Residential District	35' 15' 35' 30' 15' 350'
5.	Minimum parking lot setback (a) Front (b) Rear (c) Corner Side (d) Total Side (e) Minimum Side (f) Abutting Residential District	35' 10' 35' 20' 10' 200'
6.	Maximum Height.	45'*
7.	Maximum Floor Area Ratio.	0.75
8.	Maximum Building Coverage	45%
9.	Maximum Impervious Coverage.	85%

^{*} Principal structures in excess of 45 feet, but not exceeding 100 feet, in height may be authorized within a planned unit development in the ORI-1 District provided that the building is set back from the perimeter of the lot on which it is located by an additional two feet horizontally for every one foot of building height over 45 feet.

- (F) General Regulations: As set forth in Article XI.
- (G) Parking and Loading Requirements: As set forth in Article XII.
- (H) Signs. As set forth in Article XIII.
- (I) Use Limitations. All activities involving manufacturing, fabricating, processing, assembly, disassembly, storage, repairing, cleaning, servicing and testing shall be conducted in completely enclosed buildings. Outdoor storage of materials, products, and goods shall only be permitted if authorized pursuant to a special use permit and, in such cases, must be screened with a solid fence or wall with only such openings as are necessary for ingress or egress and otherwise comply with

any conditions applicable to the special use permit. Said fence or wall shall be maintained in a neat and orderly appearance and shall be of such height that any materials stored within the confines of such fence cannot be seen from any lot line or public right-of-way.

- (J) Planned Unit Developments.
 - 1. Because the ORI-1 District is intended to accommodate larger-scale developments that require thoughtful and imaginative planning, unified design, and effective buffering, all lands zoned in the ORI-1 District must be developed as a planned unit development (PUD).
 - 2. In reviewing an application for approval of a PUD in the ORI-1 District, the Village Board may waive or modify any of the general preliminary and/or final PUD application requirements, including any requirements to submit particular plans or technical information as set forth in Section 156.070. However, the Village Board shall not waive, modify, or alter the public notice, public hearing, or public meeting procedures required for review and approval of a PUD. Any waivers or modifications pursuant to this paragraph will be granted only to the extent the Village Board, in its sole discretion, determines that the waiver or modification will serve the purposes and objectives of the ORI-1 District and the PUD review process. To the extent that the Village Board may waive or modify requirements for the submission of site design and technical plans in connection with a final PUD approval, then the ordinance granting final PUD approval shall include detailed development and design standards for the PUD and procedures for subsequent administrative approval of final technical plans and development permits. Such administrative approvals shall be authorized only subject to strict conformity with the Board-approved detailed development and design standards and procedures as set forth in the final PUD ordinance, and any deviation therefrom shall be deemed a major modification to the final PUD that requires Village Board approval.
 - 3. All buildable lots within a PUD in the ORI-1 District shall meet the minimum bulk, space, and yard requirements of the ORI-1 District as set forth in this Section. However, in connection with approval of final PUD plans for land within the ORI-1 District, the Village Board may approve a preliminary and/or final plat of subdivision that includes non-buildable outlots not meeting the minimum lot area and/or lot width requirements of this Section, provided that: (i) such outlots are used solely to support development of one or more primary buildable lots that meet the minimum lot size and lot width requirements; (ii) such outlots are, and will be maintained, under unified ownership and control with the buildable lot that they are intended to support; (iii) the use and development of such outlots is limited by a deed restriction or permanent recorded covenant that prohibits construction of any building thereon and limits the outlots' use to stormwater management, open space, conservation, or similar purposes; and (iv) the outlots are subject to permanent recorded covenants that provide for their maintenance in perpetuity by the owner of the primary buildable lot or lots or by an appropriate property owner's association.
 - 4. In connection with approval of final PUD plans for land within the ORI-1 District, the Village Board shall have the authority to change, alter, vary, modify, or waive any provisions of this Chapter 156 (Zoning Ordinance) or of Chapter 155 (Subdivision Regulations) as they apply to the approved PUD, provided however that:
 - (a) No such change, alteration, variation, modification, or waiver shall be approved unless the Village Board shall find that:
 - 1. The requested change, alteration, variation, modification, or waiver is justified upon consideration of the proposed development's imaginative and

- creative design, benefits to the Village and the public, and the purposes and review criteria for PUDs set forth in Section 156.070.
- 2. The proposed PUD will achieve the purposes and objectives of the ORI-1 District and the purposes for which PUDs may be approved pursuant to Section 156.070; and
- 3. The proposed PUD will result in a development that is consistent with the general purposes, goals, and objectives of this Chapter and the Village of Huntley Comprehensive Plan.
- (b) No such change, alteration, variation, modification, or waiver shall be permitted with respect to the uses permitted in the ORI-1 District or any standard established by this Section that specifically applies to PUDs in the ORI-1 District.
- (c) The requirements of Section 156.070(I) of this Chapter shall apply to a PUD in the ORI-1 District unless such requirements are expressly waived or modified by the Village Board in connection with the approval of the final PUD plans.
- 5. All covenants, deed restrictions, easements, and similar restrictions required to be recorded in connection with a PUD in the ORI-1 District shall provide that they may not be modified, removed, or released without the express consent of the Village Board and that they may be enforced by the Village as well as by future landowners within the PUD whose property is encumbered thereby.

SECTION IV: Section 156.070, entitled "Planned Unit Development (PUD)" of Article VIII, entitled "Special Use – Planned Unit Development," of Chapter 156, entitled "Zoning Code," of Title XV, entitled "Land Usage" of the Huntley Code is hereby amended in part as follows:

ARTICLE VIII SPECIAL USE – PLANNED UNIT DEVELOPMENT

§ 156.070 PLANNED UNIT DEVELOPMENT (PUD)

* * *

(B) When Required

* * *

(5) All lands zoned ORI-1, Specialty Office/ Research/ Industrial District, must be developed as a PUD. PUDs in the ORI-1 District shall be subject to Section 156.047 of the Zoning Code and to all regulations provided in this Section except to the extent changed, altered, varied, modified, or waived by the Village Board in accordance with Section 156.047(J).

* * *

SECTION V: This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

SECTION VI: All Ordinances and parts of ordinances in conflict herewith are hereby repealed.

	<u>Aye</u>	Nay	Absent	<u>Abstain</u>	
Trustee Goldman Trustee Hoeft Trustee Kanakaris Trustee Leopold Trustee Piwko Trustee Westberg					
PASSED and APPRO	OVED this	11 th day of	March, 202	1.	
			APPR	OVED:	
ATTEST :			Villag	e President	
Village Clerk		_			

AN ORDINANCE APPROVING A ZONING MAP AMENDMENT,
GRANTING A SPECIAL USE PERMIT FOR A PLANNED UNIT DEVELOPMENT ("PUD")
AND OTHER SPECIAL USES IN THE ORI-1 DISTRICT, GRANTING COMBINED
PRELIMINARY AND FINAL PUD AND SUBDIVISION APPROVALS, AND APPROVING
FINAL PUD PLANS AND DETAILED DESIGN AND DEVELOPMENT STANDARDS
FOR A PHASED WAREHOUSE / DISTRIBUTION / LIGHT INDUSTRIAL PUD
(41W386 Freeman Road)

Ordinance (O)2021-03.xx

WHEREAS, 92131, LLC, a Florida limited liability company, ("*Owner*") is the record owner of an approximately 261-acre tract of real property generally located on the north side of Freeman Road east of IL Route 47, commonly known as 41W386 Freeman Road and legally described in <u>Exhibit A</u> hereto ("*Property*");

WHEREAS, Venture One Acquisitions, LLC, an Illinois limited liability company ("*Developer*" and, collectively with Owner, the "*Applicant*") is the contract purchaser of the Property; and

WHEREAS, pursuant to Village of Huntley ("Village") Ordinance No	dated
(the "Annexation Ordinance"), the Property was annexed into the Villa	ge, and Applicant
intends to develop the Property in accordance with that certain Annexation Agreement bet	tween the Village
and the Applicant dated ("Annexation Agreement"); and	_

WHEREAS, prior to its annexation into the Village, the Property was located in unincorporated Kane County; and

WHEREAS, the significant majority of the Property is currently undeveloped and used for crop farming, and the Property is also improved with two existing single-family residences; and

WHEREAS, Pursuant to Section 156.022(F) of the Huntley Zoning Code (the "**Zoning Code**"), the Property is automatically zoned in the Village's RE-1 Residential Estate District upon annexation except as may be provided by a subsequent zoning amendment; and

WHEREAS, the Applicant desires to develop the Property within the Village as a phased warehouse, distribution, and light industrial planned unit development (the "*Proposed Development*"); and

WHEREAS, the first phase of the Proposed Development is proposed to consist of constructing a new approximately 629,186 square foot industrial building and distribution center; related office space; ancillary access, parking, and loading facilities; and other related on- and off-site improvements on the southern approximately 152-acre portion of the Property ("Phase I"); and

WHEREAS, the northern approximately 109-acre portion of the Property (the "Northern Parcel") is proposed to be developed in one or more future phases for complementary warehouse, distribution, light industrial, and/or business park uses in one or more buildings with related on- and off-site improvements (the "Future Phase"); and

WHEREAS, in connection with the Proposed Development, the Applicant proposes to develop Phase I of the Property in accordance with the Future Phase Standards (defined below) and the plans attached hereto as Exhibit B and consisting of the following:

- Plat of Subdivision for Venture One Huntley Commerce Center, consisting of 3 sheets prepared by Jacob & Heffner Associates, with a last revised date of February 5, 2021 (the "Final Subdivision Plat);
- Phase I Site Plan, consisting of 1 sheet prepared by DLR Group with a last revised date of February 8, 2021;
- Architectural Building Elevations, consisting of 4 sheets, labelled A4.1-A4.4, prepared by DLR Group with a last revised date of January 11, 2020 (actual date January 11, 2021);
- Accessory Building Elevations, consisting of 1 sheet, labelled AS4.1, prepared by DLR Group with a last revised date of February 8, 2021;
- Building and Monument Signage Plan, consisting of 1 sheet, labelled A1.1, prepared by DLR Group with a last revised date of January 11, 2020 (actual date January 11, 2021);
- Phase I Landscaping Plan, consisting of 9 sheets, labelled L1-L9, prepared by Gary R. Weber Associates, Inc. and Jacob & Heffner Associates, Inc. with a last revised date of February 8, 2021;
- Roadway Improvement Plans, consisting of 39 sheets prepared by Jacob & Hefner Associates, with a last revised date of February 8, 2021;
- Parkway Landscape Plan, consisting of 4 sheets, labelled PL0-PL3, prepared by Gary R. Weber Associates, Inc. and Jacob & Heffner Associates, Inc. with a last revised date of February 8, 2021;
- Cross Sections and Perspective Views, consisting of 2 sheets prepared by Gary R. Weber Associates, Inc. and Jacob & Heffner Associates, Inc. with a last revised date of February 2, 2021;
- Photometric Plan and Exterior Lighting Schedule, consisting of 3 sheets labelled E1.1-E1.3, and Exterior Lighting Fixture Specifications, consisting of 1 sheet, prepared by DLR Group with a last revised date of February 8, 2021;
- Phase I Engineering Plans ("Site Improvement Plans for Project Pumpkin"), consisting of 44 sheets prepared by Jacob & Heffner Associates, with a last revised date of February 8, 2021;
- Traffic Impact Study prepared by Jacob & Heffner Associates and dated February 8, 2021;
- Turning Movement Exhibit consisting of 1 sheet, labelled AT-1, prepared by Jacob & Heffner Associates, with a last revised date of February 8, 2021;
- Plat of Dedication consisting of 3 sheets prepared by Jacob & Heffner Associates, with a last revised date of February 6, 2021;

(collectively, the "Plans"); and

WHEREAS, in connection with the Proposed Development, the Applicant proposes to develop the Northern Parcel in one or more Future Phases in accordance with the Plans and the Zoning Code as

supplemented by: (i) the detailed design standards attached hereto as Exhibit C; (ii) the Future Phase berm and perimeter landscape plan consisting of 2 sheets prepared by Gary R. Weber Associates, Inc. and Jacob & Heffner Associates, Inc. and having a last revised date of February 19, 2021 attached hereto as Exhibit D (the "Future Phase Screening Plan") (Exhibits C and D are collectively referred to herein as the "Future Phase Standards"); and (iii) additional detailed and technical plans to be approved consistent with the Future Phase Standards and the terms and conditions of this Ordinance; and

WHEREAS, the Applicant has submitted an application to the Village for approval of the following zoning relief for the Property: (i) a Zoning Map amendment pursuant to Section 156.211 of the Zoning Code for classification of the Property in the ORI-1 Specialty Office/ Research/ Industrial District upon annexation into the Village ("Rezoning Request"); (ii) a special use permit and other necessary relief pursuant to Sections 156.047(D)(II), 156.068, and 156.070 of the Zoning Code to authorize establishment and maintenance of the Proposed Development as a PUD on the Property in accordance with the Plans and the Future Phase Standards and to authorize the establishment of certain special uses within the PUD ("SUP Request"); and (iii) simultaneous approval of preliminary and final PUD plans for the Proposed Development and the Final Subdivision Plat pursuant to Sections 156.047(J) and 156.070 of the Zoning Code and the Village's Subdivision Regulations (collectively, the "PUD Request") (collectively, the Rezoning Request, SUP Request, and PUD Request are referred to herein as the "Requested Relief"); and

WHEREAS, pursuant to notice duly published, the Huntley Plan Commission ("PC") conducted a public hearing on February 22, 2021 for the purpose of hearing and considering testimony on the Requested Relief; and

WHEREAS, the PC, having fully heard and considered the testimony by all those attending the public hearing who wished to testify, made the following findings:

- A. Prior to annexation into the Village, the Property was located in unincorporated Kane County.
- B. Upon annexation into the Village, the Property is automatically classified in the Village's RE-1 Residential Estate District upon annexation except as may be provided by a subsequent zoning amendment.
- C. The Applicant has requested a zoning map amendment to rezone the Property to the Village's ORI-1 Specialty Office/ Research/ Industrial District.
- D. Following the Property's annexation and proposed rezoning to the ORI-1 District, the Applicant desires to develop the Property with the Proposed Development in accordance with the Plans and the Future Phase Standards for purposes of establishing a phased warehouse, distribution, and light industrial PUD on the Property.
- E. The Applicant has submitted an application to the Village for the Requested Relief.
- F. The requested ORI-1 zoning district designation is consistent with the Village's Official Comprehensive Plan, the mapping criteria for the ORI-1 District provided in the Zoning Code, and surrounding land uses, planning, and zoning, including for the following reasons:
 - i) The Property is located within the area designated as appropriate for mapping of the ORI-1 District pursuant to Section 156.047(C) of the Zoning Code.

- ii) The requested ORI-1 District zoning designation is consistent with the Comprehensive Plan, which identifies the Property as appropriate for annexation and development for light industrial uses.
- iii) The Property is located to the north of property that is presently zoned in the Village's ORI Office/ Research/ Industrial District and that is developed and used for manufacturing, warehouse, and distribution facilities that are compatible with the Proposed Development.
- iv) The territory immediately to the west and southwest of the Property (which territory has frontage on I-90 and IL Route 47) is zoned in the Village's C-2 Regional Retail District. However, the Comprehensive Plan and Zoning Code clearly distinguish between the commercial corridor consisting of properties with frontage on I-90 and/or IL Route 47, as opposed to properties to the east of such corridor with frontage and access only to Freeman Road (such as the Property).
- v) The Property is located to the south of undeveloped land that is currently unincorporated, but which the Village's Comprehensive Plan identifies as appropriate for "business park and flex space," which uses would be compatible with the Proposed Development.
- vi) The Property is located to the west of unincorporated land that lies outside the Village's planning area under the Comprehensive Plan. Existing uses in this unincorporated area include residential, agricultural, and forest preserve.
- G. With respect to the SUP Request, the evidence presented demonstrates that, subject to the conditions hereinafter set forth, the special use approvals granted herein and development of the Proposed Development on the Property as a PUD in accordance with the Plans and Future Phase Standards:
 - i) Will be in harmony with the general and specific purposes for which the Zoning Code was enacted and for which the regulations of the ORI-1 District were established and with the general purpose and intent of the Comprehensive Plan;
 - ii) Will not have a substantial or undue adverse effect upon adjacent property, the character of the area or the public health, safety and general welfare;
 - iii) Will be constructed, arranged and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the regulations of the applicable zoning districts;
 - iv) Will be served adequately by essential public facilities and services such as streets, public utilities (water consumption and waste generation), drainage structures, police and fire protection, refuse disposal, parks, libraries, and schools;
 - v) Will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets;
 - vi) Will not result in the destruction, loss or damage of natural, scenic and historic features of significant importance; and
 - vii) Complies with all applicable standards imposed by the Zoning Code subject to terms and conditions set forth herein.

- H. With respect to the SUP Request and PUD Request, the evidence presented further demonstrates that, subject to the conditions hereinafter set forth including compliance with the Plans and the Future Phase Standards, the Proposed Development and the Property:
 - i) Are presently under unified ownership and control; Owner is the owner of the entire Property, and Developer is the contract purchaser of the entire Property;
 - ii) Will be adequately served by the Village's public water and public sanitary sewer systems, and all necessary utility mains and facilities will be located in appropriate easements or public rights-of-way;
 - iii) Will be adequately served by off-street parking and loading facilities that comply with all applicable regulations under the Zoning Code;
 - iv) Will be adequately served by streets and traffic improvements that are appropriately designed in accordance with the Village's Subdivision Regulations and traffic studies submitted by the Applicant;
 - v) Will provide adequate setbacks in conformity with the Zoning Code and good site planning practices;
 - vi) Will conform to all applicable height limitations for structures within the Proposed Development;
 - vii) Are approximately 261 acres in size and are of sufficient size and shape to be planned and developed in a unified and coordinated manner consistent with the objectives for PUDs;
 - viii) Will be subject to appropriate bonds or letters of credit to cover the costs of required public improvements;
 - ix) Will provide sufficient land for stormwater management, landscaping and buffering, open space, and wetland preservation and will provide for sufficient maintenance of such spaces; and
 - x) Will be subject to sufficient covenants and restrictions that are enforceable by the Village.
- I. With respect to the Rezoning Request the evidence presented demonstrates that the Applicant's proposal satisfies the requirements for approval under Sections 156.211 and 156.047 of the Zoning Code, subject to the terms and conditions hereinafter set forth.
- J. With respect to the SUP Request, the evidence presented demonstrates that the Applicant's proposal satisfies the requirements for approval under Sections 156.047(D)(II), 156.068, and 156.070 of the Zoning Code, subject to the terms and conditions hereinafter set forth.
- K. With respect to the PUD Request, the evidence presented demonstrates that the Plans and Future Phase Standards for the Proposed Development are appropriate for simultaneous approval as preliminary and final PUD plans pursuant to Sections 156.047(J) and 156.070 of the Zoning Code, subject to the terms and conditions hereinafter set forth.

WHEREAS, based on such findings, the PC recommended that the Village President and Board of Trustees approve the Requested Relief, subject to certain conditions as set forth in this Ordinance; and

WHEREAS, the President and Board of Trustees, having considered the Applicant's application for the Requested Relief, the public hearing record, and the findings and recommendation of the PC, have determined that it is in the best interest of the Village and its residents to grant the Applicant the Requested Relief, subject to the terms and conditions of this Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HUNTLEY as follows:

SECTION ONE: The foregoing recitals are incorporated into this Ordinance as if fully set forth in this section.

SECTION TWO: Amendment to Zoning Map. Pursuant to Sections 156.211 and 156.047 of the Zoning Code, the Village's Zoning Map is hereby amended to classify the Property in the ORI-1 Specialty Office/ Research/ Industrial District under the Zoning Code. Pursuant to Section 156.022(D) of the Zoning Code, the Village Manager is hereby authorized and directed to update the official Zoning Map of the Village to reflect the Property's classification in the ORI-1 District.

SECTION THREE: Special Use Permit Granted. Pursuant to Sections 156.047(D)(II), 156.068, and 156.070 of the Zoning Code, the Village's home rule powers, and other applicable authority, and subject to the limitations and the conditions set forth in Section Seven of this Ordinance, Applicant is hereby granted a special use permit for a PUD authorizing the establishment and maintenance of the Proposed Development on the Property in accordance with the Plans (subject to minor modifications and final approval as provided in Section Seven of this Ordinance) and the Future Phase Standards (subject to final approval of site design and technical plans for the Future Phase as provided in Section Seven of this Ordinance). Applicant is further granted a special use permit authorizing establishment of any of the following special uses within the Proposed Development in accordance with the Plans, the Future Phase Standards, and all terms and conditions of this Ordinance:

- (1) Office/Industrial-Light Manufacturing/Warehouse and Distribution Uses:
 - a) Data processing and computer center, including service and maintenance
 - b) Direct selling establishments, where products are stored and distributed
 - c) Storage and distribution of bulk commodities
 - d) Wholesale, warehousing, and distribution of all kinds, including cross-dock facilities
 - e) Cartage, express and parcel delivery
 - f) Transit and transportation facilities
 - g) Food processing and handling
 - h) Industrial firms involved in the fabrication, processing, production, and/or manufacturing of materials, goods or products

- i) Printing and publishing
- j) Product research and development firms involved in servicing, packaging, cleaning, repair or storage of materials, goods or products
- k) Food and/or beverage manufacturing, packaging and processing
- 1) Assembly firms
- m) Medical laboratories
- (2) Public utility and service uses, including towers and antennas for commercial radio-, television- and telephone-transmitting, receiving or relay stations.
- (3) Accessory uses, buildings, and structures that are necessary and customarily incidental and subordinate to an approved special use and that are operated in strict compliance with the applicable special use permit.

SECTION FOUR: Phase I Preliminary and Final PUD Plan Approvals; Preliminary and Final Subdivision Approvals.

- (a) Pursuant to Sections 156.047(J) and 156.070 of the Zoning Code, the Village's home rule powers, and other applicable authority, and subject to the limitations and the modifications, waivers, and conditions set forth in this Ordinance, the Plans shall be, and are hereby, approved as both preliminary and final PUD plans for Phase I of the Proposed Development. Additionally, pursuant to the Village's Subdivision Regulations, home rule authority, and other applicable authority, the Final Subdivision Plat is hereby approved as both a preliminary and final subdivision plat for the Property subject to the conditions set forth in this Ordinance. Within Phase I of the Proposed Development, the special use permit granted by Section 3 of this Ordinance and the final PUD plan approvals granted by this Section 4 shall be deemed to authorize the following specific activities on a twenty-four-hour, seven-days-per-week, fifty-two-weeks-per-year basis, provided that all such activities are undertaken in substantial conformity with the Plans and in compliance with the terms and conditions of this Ordinance:
 - i) receiving, storing, assembling, shipping, distributing, preparing, selling, and serving as a pick-up/drop-off location for products, materials, food, grocery, and liquor items;
 - the parking, storage, incidental maintenance, fueling and use (including driving into and through the building for loading and unloading and parking inside the building) of automobiles, trucks, machinery and trailers, including outdoor loading and unloading, but only as an accessory use that is necessary, incidental, and subordinate to the operation of an approved principal use on the Phase I Property;
 - iii) printing;
 - iv) making products on demand;
 - v) warehouse and office uses;
 - vi) using, handling, or storing hazardous materials in the ordinary course of business as a shipping and distribution facility, and only as an accessory use that is necessary,

incidental, and subordinate to the operation of such a facility on the Phase I Property, including:

- a) in any packaged merchandise to be sold, handled, and/or held for shipment to customers;
- b) in connection with the maintenance of trucks and machinery, and
- c) fuel (including liquefied hydrogen or other alternative fuels) or batteries for any trucks, generators or other machinery or the equipment described in clause (vii);
- vii) installing and operating rooftop equipment such as satellite dishes, cellular antenna, and renewable energy systems, including solar energy systems and hydrogen fuel cell tanks and related equipment, but only as an accessory use that is necessary, incidental, and subordinate to the operation of an approved principal use on the Phase I Property;
- viii) installing and operating battery storage systems, electrical generators, and fuel tanks but only as an accessory use that is necessary, incidental, and subordinate to the operation of an approved principal use on the Phase I Property; and
- ix) ancillary and related uses for any of the foregoing.
- (b) In connection with the Phase I PUD approvals granted by this Ordinance and pursuant to Sections 156.047(J)(2) and (J)(4) of the Zoning Code, the Village President and Board of Trustees hereby approve modification of, and waive strict conformity with, the following Village zoning and subdivision regulations, but only to the extent of inconsistency between such requirements and the Plans or the approvals granted by this Ordinance, and only with respect to Phase I of the Proposed Development:
 - i) the "Design Standards" for PUDs provided by the Zoning Code, Section 156.070(D)(10);
 - ii) the "Permitted Uses" for PUDs provided by the Zoning Code, Section 156.070(D)(11);
 - iii) The sidewalk requirements provided by the Subdivision Regulations, Section 155.025:
 - iv) The maximum cul-de-sac length requirements provided by the Subdivision Regulations, Section 155.003;
 - v) The requirements of the Zoning Code (Tree Preservation Ordinance), Section 156.150 as they pertain to the initial development of Phase I;
 - vi) The fence material requirements provided by Zoning Ordinance, Section 156.079(H) but only to allow barbed wire above certain fencing as shown on the Plans;
 - vii) The fence height requirements provided by Zoning Ordinance, Section 156.079(I), but only to allow a 12-foot acoustical wall and 8-foot chain link fence as shown on the Plans:

- viii) The pavement standards for pavement on private property as provided by the Subdivision Regulations, Sections 155.179 and 155.180;
- ix) The requirements of the Subdivision Regulations, Section 155.069(c) regarding the timeframes for acceptance of public improvements; and
- x) The requirements of the Zoning Code, Section 156.122 (D) regarding the number of ground signs per lot to allow not more than four ground signs on Phase I.

In the case of any conflict between the Plans and Phase I approvals granted by this Ordinance and the generally applicable standards of the Zoning Code (including without limitation the standards for PUDs set forth in Section 156.070), this Ordinance shall be deemed to modify or waive such inconsistent standards, and this Ordinance shall control.

(c) The Village President and Board of Trustees hereby find and determine that the zoning and subdivision regulation waivers and modifications approved by this Section: (i) are justified upon consideration of the Proposed Development's unique size and nature, creative design, benefits to the Village and the public, and the purposes for PUDs in the ORI-1 District; (ii) will aid in achieving the purposes and objectives for PUDs in the ORI-1 District; and (iii) will result in a development that is consistent with the general purposes, goals, and objectives of the Zoning Code and the Comprehensive Plan.

SECTION FIVE: Future Phase Preliminary and Final PUD Plan Approvals.

- (a) Pursuant to Sections 156.047(J) and 156.070 of the Zoning Code, the Village's home rule powers, and other applicable authority, and subject to the limitations and the modifications, waivers, and conditions set forth in this Ordinance, the Plans and the Future Phase Standards shall be, and are hereby, approved as both preliminary and final PUD plans for the Future Phase (and any sub-phase as authorized by this Ordinance) of the Proposed Development.
- (b) In connection with the Future Phase PUD approvals granted by this Ordinance and pursuant to Sections 156.047(J)(2) and (J)(4) of the Zoning Code, the Village President and Board of Trustees hereby approve modification of, and waive strict conformity with:
 - (i) the "Design Standards" for PUDs provided by Section 156.070(D)(10) of the Zoning Code;
 - (ii) the "Permitted Uses" for PUDs provided by Section 156.070(D)(11) of the Zoning Code;
 - (iii) the "Required Submittals" for preliminary PUD review as provided by Section 156.070(E)(2)(d) of the Zoning Code;
 - (iv) the "Required Submittals" for final PUD review as provided by Sections 156.070(E)(3)(d)-(f) of the Zoning Code;
 - (v) The requirements of the Zoning Code (Tree Preservation Ordinance), Section 156.150 as they pertain to the initial development of the Future Phases, subject to installation of an earthen berm and enhanced landscaping along the eastern Property line in substantial conformity with the Future Phase Screening Plan;

- (vi) the timeframes for "Failure to Begin a Planned Unit Development" provided by Section 156.070(I) of the Zoning Code;
- (vii) The requirements of the Subdivision Regulations, Section 155.069(c) regarding the timeframes for acceptance of public improvements; and
- (viii) The requirements of the Subdivision Regulations, Section 155.081 regarding maximum berm slope to permit the earthen berm depicted on the Future Phase Screening Plan to have a maximum slope of 3:1;

to the extent of any inconsistency between such Sections and the Plans, Future Phase Standards, or the approvals granted by this Ordinance. Pursuant to Section 156.047(J)(2) of the Zoning Code, the Village President and Board of Trustees hereby accept and approve the Plans and the Future Phase Standards as detailed development and design standards for the Future Phase (or any sub-phases as authorized by this Ordinance) of the Proposed Development in lieu of the site design and technical plans ordinarily required by Sections 156.070(E)(2)(d) and 156.070(E)(3)(d)-(f) of the Zoning Code. In the case of any conflict between the Plans, Future Phase Standards, or Future Phase approvals granted by this Ordinance and the generally applicable standards of the Zoning Code (including without limitation the standards for PUDs set forth in Section 156.070), this Ordinance shall be deemed to modify or waive such inconsistent standards, and this Ordinance shall control.

(c) The Village President and Board of Trustees hereby find and determine that the waivers and modifications approved by this Section: (i) are justified upon consideration of the Proposed Development's unique size and nature, creative design, benefits to the Village and the public, and the purposes for PUDs in the ORI-1 District; (ii) will aid in achieving the purposes and objectives for PUDs in the ORI-1 District; and (iii) will result in a development that is consistent with the general purposes, goals, and objectives of the Zoning Code and the Comprehensive Plan.

SECTION SIX: Waiver of Application Nonconformities. To the extent that the Applicant's application for the Requested Relief fails to strictly conform to any of the minimum data requirements, procedural requirements, or application elements set forth in Section 156.204 (including without limitation Sections 156.204(E)(1), 156.204(E)(6), 156.204(E)(7), 156.204(E)(8), or 156.204(E)(9)) of the Zoning Code, such nonconformities are hereby waived.

SECTION SEVEN: Conditions on Approval. The approvals granted pursuant to Sections Three, Four, and Five of this Ordinance shall be, and are hereby, subject to and limited by the following conditions, the violation of any of which shall be deemed violations of both this Ordinance and the Zoning Code:

- A. No Authorization of Work. This Ordinance does not authorize commencement of any work on the Property. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind shall be commenced on the Property pursuant to the approvals granted in this Ordinance except only after all permits (including without limitation building permits and sign permits), approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law and the Annexation Agreement, and all conditions of this Ordinance precedent to such work have been fulfilled.
- B. <u>Compliance with Plans</u>. The Proposed Development shall be constructed in substantial conformity with the Plans and all approved Future Phase Technical Plans (as defined below), subject to: (i) modifications approved in writing by the Village Manager in

consultation with the Village Engineer as required to address the Engineering and Plan Review Conditions attached hereto as Exhibit E; and (ii) such other minor modifications as may be approved by the Village Manager in consultation with the Village Engineer to address field conditions, the conditions of this Ordinance, or requirements of law. Following the Village Manager's written approval of any such modifications, the approved modifications shall be deemed to be incorporated into the relevant Plans and/or Future Phase Technical Plans and shall thereafter control development, maintenance, and use of the Property (or relevant lot(s) therein) without further amendment to this Ordinance.

- C. <u>Timing of Phase I.</u> Applicant shall proceed with construction of Phase I in accordance with the development timeline established by the Annexation Agreement.
- D. <u>Phase I Declaration</u>. Prior to or at the same time as recordation of the Final Subdivision Plat, the Applicant shall record a declaration of easements and restrictions against the Phase I portion of the Property (the "*Phase I Declaration*"), which Phase I Declaration shall be in a form satisfactory to the Village and shall be subject to the review and approval of the Village Attorney in accordance with the Annexation Agreement. The Phase I Declaration shall include appropriate provisions to ensure that the Applicant (or the Applicant's designee, who must have an interest in the Phase I Property) shall maintain the Phase I portion of the Property (including maintenance of all outlots and improvements thereon) consistent with the Phase I Declaration, with sufficient terms to ensure the financial stake of all Phase I lot owners in the maintenance of the Phase I Property (including outlots).

E. Future Phase – Compliance with Plans.

- i. The Future Phase of the Proposed Development, or any sub-phase thereof as authorized by this Ordinance, shall be constructed in substantial conformity with the Plans (subject to such modifications as may be approved in accordance with Section 7(b) of this Ordinance and as supplemented by all approved Future Phase Technical Plans, defined below) and in strict conformity with the Future Phase Standards.
- ii. Prior to commencing any work relating to the Future Phase or any sub-phase as authorized by this Ordinance (except for construction of roadway or utility extensions or excavation/ mass grading in accordance with the Annexation Agreement), the Applicant shall submit to the Village a detailed site plan and technical plans for the Future Phase containing all materials and information described in Sections 156.070(E)(2)(d) and 156.070(E)(3)(d)-(f) of the Zoning Code (collectively, the "Future Phase Technical Plans").
- iii. The Future Phase Technical Plans shall be subject to review and final approval by the Village Manager, in consultation with the Village Engineer, pursuant to Section 156.047(J)(2) of the Zoning Code and consistent with the terms of this Ordinance. The Village Manager shall not approve any Future Phase Technical Plans unless he or she determines that the plans: (i) contain all required materials and information and are complete; (ii) strictly conform to the Future Phase Standards; (iii) substantially conform to the Plans subject to any approved modifications; (iv) strictly conform to the terms and conditions of this ordinance; and (v) subject to the Annexation Agreement during its term, strictly conform to the ORI-1 District

zoning regulations and all other applicable requirements of the Village's Zoning Code and Subdivision Regulations. Except as expressly provided in the Future Phase Standards, nothing in this Ordinance shall be deemed to waive, vary, or modify any generally applicable requirements of the Zoning Code or Subdivision Regulations as applied to any Future Phase Technical Plans (provided, however, that in the case of a direct conflict between the Future Phase Standards and a generally applicable requirement of the Zoning Code or Subdivision Code, the Future Phase Standards shall control). Following the Village Manager's written approval of the Future Phase Technical Plans, then the Future Phase, or relevant portion thereof, shall be developed, used, and maintained in compliance with the approved Future Phase Technical Plans, the terms of this Ordinance, and the Annexation Agreement.

F. Timing of Future Phases.

- i. Subject to applying for and obtaining Village Board approval of a final plat of subdivision that resubdivides the Northern Parcel into two or more lots of record (each a "Lot") in accordance with the Village's Subdivision Regulations, Applicant may elect to develop the Future Phase in two or more sub-phases. In such circumstance, the Applicant may submit, and may obtain approval of, Future Phase Technical Plans for each sub-phase. However, any sub-phase must consist of developing one or more Lots in their entirety, except as provided in subparagraph F(ii) below regarding installation of berming and landscaping along the Northern Parcel's eastern property line. No Future Phase Technical Plans shall be approved for only a portion or segment of the Northern Parcel or any Lot unless and until an appropriate final plat of resubdivision has been approved and recorded.
- ii. If the Future Phase is developed in sub-phases, then the Future Phase Technical Plans for the first sub-phase shall include berming and landscaping improvements that substantially conform to the Future Phase Screening Plan. In the event that the required berming and landscaping improvements are not contained (in whole or in part) within the Lot or Lots to be fully developed in the first sub-phase, then the Developer must provide for the completion of all work necessary to construct the entire berm and install all landscaping required by the Future Phase Screening Plan.
- iii. If Applicant commences and completes construction of Phase I of the Proposed Development within the timeframe required by the Annexation Agreement, then Applicant may elect to proceed with the Future Phase (or sub-phases thereof) at such time as Applicant may determine in its discretion. In this circumstance, Section 156.070(I) shall be waived as applied to the Future Phase.
- G. <u>Future Phase Declaration</u>. If Applicant seeks resubdivision of the Northern Parcel, and the Village determines that the proposed resubdivision will create non-buildable outlots, common areas, or common private improvements that are necessary to support development and use of more than one Lot, then prior to or at the time of recordation of the final plat of resubdivision for the Northern Parcel, the Applicant shall record a declaration of easements and restrictions against the Northern Parcel or relevant Lots (the "*Future Phase Declaration*"), which Future Phase Declaration shall be in a form satisfactory to the Village and shall be subject to the review and approval of the Village Attorney. The Future Phase Declaration shall include appropriate provisions to ensure

that the Applicant (or the Applicant's designee, who must have an interest in the relevant Lots) shall maintain the relevant Lots (including all outlots and improvements thereon and all other common areas and improvements) consistent with the Future Phase Declaration, with sufficient terms to ensure the financial stake of all relevant Lot owners in the maintenance of the relevant Lots (including outlots) and common improvements.

- H. Recording Final Subdivision Plat. The Village shall not affix any signatures or certifications to, or file or deposit into escrow for recording, the Final Subdivision Plat until the Village Manager, in consultation with the Village Engineer, has approved the final form of the Final Subdivision Plat consistent with the requirements of this Ordinance and the Applicant has satisfied all preconditions for execution and recordation of the Final Subdivision Plat in accordance with the Annexation Agreement. Following its full execution, the Final Subdivision Plat shall be recorded in the office of the Kane County Recorder of Deeds at Applicant's expense in accordance with the terms of the Annexation Agreement.
- I. <u>Compliance with Annexation Agreement</u>. The development, use, and maintenance of the Property shall comply with all provisions contained in the Annexation Agreement during the term thereof.
- J. Performance and Payment Security. Prior to obtaining any permits for work on the Property, Applicant shall deliver to the Village performance, payment, and other security as required by the Annexation Agreement. For any permits sought after the expiration or termination of the Annexation Agreement, Applicant shall deliver such performance, payment, and other security as may be required by the Village's Subdivision Regulations or other Village codes and ordinances in effect at the time the permit application is made.
- K. <u>Project Improvements</u>. Applicant shall, at its sole cost and expense, obtain all necessary permits and approvals and construct all on- and off-site improvements required for the Proposed Development in accordance with the Plans, the Future Phase Standards, and the Future Phase Technical Plans, as applicable, and as required by the Annexation Agreement.
- L. Parking, Loading, and Storage. Tractor trailer parking spaces and facilities shall be used solely in connection with the principal use on the same Lot and shall not be leased, licensed, or use for any other purpose, including without limitation any lease to a third-party to support off-premises business activity. No parking, loading, or unloading shall be permitted within the public right of way designated as Venture Court on the Final Subdivision Plat ("Venture Court"). No unattended vehicle parking shall be allowed on Freeman Road in connection with use or operation of the Proposed Development. Any outdoor storage or other activities or uses shall strictly comply with all applicable ORI-1 District regulations. In not event will outdoor storage of shipping or cargo containers be allowed on the Property or any Lot.
- M. <u>Traffic</u>. Truck traffic associated with the Proposed Development shall not be permitted to turn left out of the Property onto Freeman Road or to otherwise utilize the portion of Freeman Road lying east of the Property. Prior to issuance of the first certificate of occupancy for the Property, Applicant shall, at its sole cost and expense, install a barrier median and signage at the right-in/right-out Freeman Road access drive in

- conformity with this Ordinance and final plans approved by the Village Manager in consultation with the Village Engineer to implement the truck traffic restrictions described in this paragraph.
- N. <u>Water Service</u>. Potable water service for the Proposed Development shall be provided through the Village's public water system. Applicant shall, at its sole expense, construct all necessary improvements to extend water service to the Proposed Development in accordance with the Plans (and the Future Phase Technical Plans as applicable) and as required by the Annexation Agreement.
- O. <u>Sanitary Sewer Service</u>. Sanitary sewer service for the Proposed Development shall be provided through the Village's public sanitary sewer system. Applicant shall, at its sole expense, construct all necessary improvements to extend sanitary sewer service to the Proposed Development in accordance with the Plans (and the Future Phase Technical Plans as applicable) and as required by the Annexation Agreement.
- P. <u>Capital Development, Sanitary Sewer, and Impact Fees</u>. Applicant shall pay all applicable capital development fees, sanitary sewer conveyance fees, impact fees, and other applicable fees and contributions as required by the Annexation Agreement.
- Q. Compliance with Laws. Except as otherwise expressly provided in this Ordinance, the Zoning Code and all other applicable ordinances and regulations of the Village shall continue to apply to the proposed improvements and the Property. The development and use of the Property shall comply with all applicable laws, regulations, and ordinances of all federal, state, and local governments and agencies having jurisdiction (including without limitation regulations relating to wetlands and stormwater management and drainage).
- R. <u>Amendments</u>. To the extent not prohibited by the Illinois Plat Act or the Huntley Village Code, any future applications to amend this Ordinance or to resubdivide the Northern Parcel shall be required to be made and authorized only by the owner or owners of the property legally described in such application.
- S. Fees and Costs. Applicant shall pay all application and related fees as set forth in the Huntley Village Code and the Annexation Agreement. In addition, subject to the provisions of the Annexation Agreement, Applicant shall reimburse the Village for all of its costs (including engineering, planning, and legal expenses) incurred in connection with the review, consideration, approval, implementation, or enforcement of this Ordinance. Any of the aforesaid amounts not paid within 60 days after delivery of a demand in writing for such payment shall, along with the interest at a rate of 1% per month and costs of collection (including reasonable attorneys' fees), become a lien upon the Lots within the phase of the Proposed Development in connection with which those costs or fees were incurred, which lien will be subordinate to any prior recorded liens of any unrelated third-party mortgage lender on the applicable Lot(s). The Village shall have the right to foreclose such lien in the name of the Village as in the case of foreclosure of liens against real estate.
- T. <u>Binding Effect/Successors and Assigns</u>. The rights and obligations set forth in this Ordinance shall be binding on Applicant and any and all of their successors and assigns to all or any portion of the Property; provided, however, that: (i) the owner of a Lot or Lots within the Property will have no liability for duties or obligations that relate solely

to the use of (or construction, maintenance, or repair of improvements on) a Lot or Lots owned by others, except as otherwise provided by the Phase I Declaration or a Future Phase Declaration; (ii) any violation of the terms or conditions of this Ordinance shall be enforced only against the Lot(s) on which the violation occurred and the owner(s), tenant(s), or user(s) of such Lot(s); and (iii) any violation of the terms or conditions of this Ordinance will not restrict, impair, or otherwise affect the use or development of any Lot(s) where the violation did not occur or exist, nor will such violation impose liability upon the owner(s), tenant(s), or user(s) of Lot(s) where the violation did not occur or exist.

SECTION EIGHT: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law; provided, however, that this Ordinance shall be of no force or effect unless and until: (i) the Annexation Ordinance is effective and recorded; and (ii) the Applicant has caused duly authorized persons to execute and thereafter file with the Village their unconditional agreement and consent, in the form attached hereto as Exhibit F, and by this reference incorporated herein and made a part hereof; provided further that, if the Applicant does not so file the unconditional agreement and consent prior to or within 30 days following the passage of this Ordinance, the Village Board may, in its discretion and without public notice or hearing, repeal this Ordinance and thereby revoke all approvals granted in this Ordinance. Upon this Ordinance having full force and effect it shall be recorded in the Office of the Kane County, Illinois Recorder of Deeds.

Absent

Abstain

Trustee Goldman				
Trustee Hoeft				
Trustee Kanakaris				
Trustee Leopold				
Trustee Piwko				
Trustee Westberg				
PASSED and APPRO	VED this 11 th day		21. ROVED:	
ATTEST:		Villag	ge President	
Village Clerk				

Aye

Nay

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS, EXCEPT THAT PART OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID QUARTER; THENCE NORTHERLY ALONG THE EAST LINE OF SAID QUARTER 50.0 FEET TO A LINE DRAWN PARALLEL WITH AND 50.0 FEET NORTHERLY OF THE SOUTH LINE OF SAID QUARTER (MEASURED AT RIGHT ANGLES THERETO); THENCE WESTERLY ALONG SAID PARALLEL LINE 570.21 FEET; THENCE WESTERLY AND NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 799.0 FEET TANGENT TO THE LAST DESCRIBED COURSE 930.28 FEET: THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 4,550.0 FEET TANGENT TO THE LAST DESCRIBED CURVE AT THE LAST DESCRIBED POINT 29.14 FEET TO THE EASTERLY LINE OF LOT 14, UNIT NO. 1, HUNTLEY, VILLAGE OF HUNTLEY, KANE COUNTY, ILLINOIS; THENCE SOUTHERLY ALONG AN EASTERLY LINE OF SAID UNIT 559.89 FEET TO SAID SOUTH LINE; THENCE EASTERLY ALONG SAID SOUTH LINE 1,317.98 FEET TO THE POINT OF BEGINNING, IN THE VILLAGE OF HUNTLEY, KANE COUNTY, ILLINOIS.

PARCEL 2:

THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS, EXCEPT THE EAST 50 FEET.

PARCEL 3:

THE EAST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

PARCEL 4:

THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS. EXCEPT THE EAST 50 FEET AND EXCEPT THE NORTH 200 FEET (EXCEPT THE EAST 50 FEET) OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

PINs: 02-09-300-007, 02-09-300-005, 02-09-400-008, 02-09-400-004, 02-09-200-010, 02-09-100-006, 02-09-400-010

EXHIBIT B

PLANS

EXHIBIT C

DESIGN STANDARDS

I. Site Development

- A. Development of a parcel will require adherence to the Kane County Stormwater Management Ordinance and best management practices for storm water management, to include not increasing the rate of storm water runoff over the runoff estimated from the pre-development parcel and will be required, to the extent practicable, to minimize any increase in runoff volume through "retention" and design of multi stage outlet structures.
- B. No stockpiling of excess materials, including soil/dirt, shall be permitted on a lot for longer than fifteen (15) months from the time a certificate of occupancy is issued for that lot. An engineer's estimate of probable cost shall be provided for the removal of any stockpile and a cash compliance bond in the amount of the estimate shall be submitted to the Village at the time of building permit application. Upon removal of any stockpile, the subject property shall be properly graded and seeded.

II. Building Architecture/Materials:

- A. <u>General</u>: The purpose of the Development Standards is to produce an orderly and aesthetically pleasing development of high quality architecture in harmony with the environment, consistent with the theme of the business park, and consistent with the intended use of the buildings.
- B. <u>Design Compatibility</u>: An overall continuity will be achieved by use of similar or compatible materials, colors and textures. Within developments comprised of two or more structures, heights, massing and form articulation should be of similar character. Buildings should be responsive to the Illinois climate and indigenous landscape. Insulation and thermal glazing should meet energy code standards. Colors used on buildings should complement the business park's development scheme. Buildings shall exhibit diversity and individuality in style while maintaining a comprehensive campus like environment through the use on all buildings of similar signage, exterior lighting components, and landscape material.
- C. <u>Elevations</u>: All elevations of a structure shall be constructed of similar and compatible materials. The front elevation of a building shall be constructed with smooth precast with cast-in reveals. The side and rear elevations shall also be constructed with smooth precast with cast-in reveals (except as provided herein for walls enclosing a freezer/cooler space, or a wall specifically designed as an expansion wall). Main entrances to the buildings shall be well defined. Service doors shall be integrated into the overall design of the building. Stairs or elevators required for multi-story facilities will be contained inside the facilities to the extent possible, unless interior operations require exterior egress stairs. Loading doors, service docks, and truck courts shall be screened so they are substantially not visible from residentially zoned property to the east.
- D. <u>Materials</u>: Precast/Site Cast: All precast or site cast concrete wall panels shall have a smooth exterior finish with cast-in reveals. All concrete wall panels shall be stained or painted. Architectural metal panels may be used for walls enclosing a freezer/cooler space, or a wall specifically designed as an expansion wall, or the upper portions of a building exceeding 40' in height.

- E. <u>Highlights</u>: The following materials shall be allowed as highlight material for entry areas or other architecturally significant areas of a structure:
 - i. EIFS
 - ii. Standing Seam Metal
 - iii. Architectural Metal Panels
 - iv. Glass
 - v. Block/Brick/Stone (Brick shall be utility size and of high quality and low moisture absorbing. Block shall be allowed only as a highlight base material and shall be of a high quality and low moisture absorbing and shall have a smooth or roughcut limestone appearance.)
- F. <u>Prohibited Materials</u>: The following materials are prohibited on the exterior of any structure:
 - i. EIFS in any location lower than ten (10) feet above grade.
 - ii. Standard concrete block.
 - iii. Ceramic Tile
 - iv. Quarry Tile
 - v. Asphalt shingles.

III. Site Paving:

- A. <u>Entrance Aprons</u>: Entrance aprons shall include a depressed curb and gutter (or a curb and gutter which has had the back of the curb removed via sawing) and at least fifteen (15) feet of concrete.
- B. <u>Asphalt Pavement</u>: All areas designed exclusively for automobile traffic/parking will be paved with not less than three (3) inches of asphalt (in two lifts) placed over no less than eight (8) inches of compacted CA-6. All areas designed for truck traffic will be paved with no less than four (4) inches of asphalt (in two lifts) placed over no less than ten (10) inches of compacted CA-6. All asphalt paved areas shall be graded to slope at least 1.0% for drainage purposes. A 6" non-reinforced slab installed over a 4" aggregate base may be substituted for heavy duty paving and the truck apron (required below).
- C. <u>Truck Docks</u>: All facilities shall be designed and constructed to provide adequate maneuvering on-site without the need to maneuver on the street to access any truck docks located on that site. All exterior truck docks shall have a concrete apron at least sixty (60) feet adjacent to the dock wall.
- D. <u>Curbing</u>: All paved areas (asphalt and concrete) shall be bounded by a concrete curb. All landscape areas shall be separated from paved areas with a concrete curb. Where bioswales or other drainage features are used, breaks in curbs shall be allowed to collect and route water into swales.

IV. Signage:

- A. <u>General</u>: The purpose of the signage requirements is to provide an attractive, coordinated, and logical signage program for the Property.
- B. <u>Building Monument/Ground Signs</u>: A building monument/ground sign of up to 225 sf and 15 feet in height shall be allowed for each building or for each tenant in a Building. If a building has automobile and/or truck entry points on more than one street, or the building is over four hundred (400) feet in length measured parallel to the adjacent roadway, it will be allowed two monument signs; in either case, the signs must be able to be placed at least two hundred (200) feet apart measured along the adjacent roadway and must be placed at access points to the site. Lighting of monument signs will be per the Site Lighting section herein.
- C. Address Feature: Each tenant in a building will be allowed one wall-mounted address feature of no more than 50 sf. If a building has automobile and/or truck entry points on more than one street, or the building is over four hundred (400) feet in length measured parallel to the adjacent roadway it will be allowed two address features; in either case, the address features must be able to be placed at least three hundred (200) feet apart measured along the adjacent roadway. Lighting of address features will be per the Site Lighting section herein.
- D. Wall Signs: Wall signs shall be individual letters or logos pin-mounted to the wall. Each tenant in a building will be allowed one wall sign of up to 320 sf plus a logo of up to another 320 sf. If a building has automobile and/or truck entry points on more than one street, or the building is over four hundred (400) feet in length measured parallel to the adjacent roadway it will be allowed two wall signs/logos; in either case, the signs must be able to be placed at least two hundred (200) feet apart measured along the adjacent roadway. Lighting of wall signs will be per the Site Lighting section herein.
- E. Pole Mounted Signs: Pole mounted signs are prohibited.

V. Landscaping:

- A. <u>General</u>: The purpose of the Landscaping requirements is to provide a visually attractive, functional and coordinated environment that is reasonable to maintain and relatively tolerant or resistant to disease. Plant materials must comply with the "American Standards" design, equal to the "American Standards for Nursery Stock" as established by the American Nurserymen Association.
- B. <u>Berms:</u> Earth berms shall be incorporated wherever practical and shall be required along the Freeman Road frontage. Stormwater detention basins and wetlands areas may each serve as a reasonable alternative buffer. A variable height earthen berm, with a minimum elevation of 940 at the top of the berm along its entire length, landscaped with minimum 8-foot tall evergreen trees, shall be required along the Northern Parcel's eastern property line extending to the northern boundary of the Property.

C. Miscellaneous Plantings:

i. Landscaping within a setback abutting a street right-of-way: one (1) shrub per 15 linear feet and one tree per 25 linear feet of frontage are required within

building/parking setbacks abutting a street right-or-way. Shade trees shall be no less than 2 ½ inch caliper and Evergreen trees shall be no less than 6 feet in height. Plantings may be clustered in areas to avoid a utilitarian look.

- ii. Landscaping within a setback not abutting a street right-of-way: one (1) tree per 75 linear feet. Shade trees shall be no less than 2 ½ inch caliper and Evergreen trees shall be no less than 6 feet in height. Plantings may be clustered in areas to avoid a utilitarian look.
- iii. Foundation Landscaping: one (1) shrub per 10 linear feet and one (1) tree per 25 linear feet for each building elevation with frontage on a street right-of-way. Shade trees shall be no less than 2 ½ inch caliper and Evergreen trees shall be no less than 6 feet in height. Plantings may be clustered in areas to avoid a utilitarian look.
- iv. Screening from Residential: Earth berms in conjunction with the dense planting of Evergreen trees of no less than eight (8) feet in height shall be located along the Property's eastern lot line in all areas not buffered by wetlands. At a minimum, one (1) Evergreen tree shall be required per 15 linear feet of the eastern lot line or any other lot line shared with residential uses. Plantings may be clustered strategically to maximize screening.
- v. Minimum Plant Sizes: All required landscaping shall comply with the following minimum standards:

1. Shade tree: 2 1/2" caliper

2. Evergreen tree: 6 feet in height, unless otherwise required to be 8 feet in height

3. Ornamental tree: 10 feet in height

4. Shrub: 30" in height or spread

- D. <u>Lawn Areas</u>: All areas which are not improved with building or paving, or planted with landscape material shall be seeded or sodded.
- E. <u>Parking Lot Islands</u>: Automobile parking lots are to include a tree island, 8' x 18' in size for every twenty (20) parking spots. Automobile parking shall not be placed directly against any building, but shall respect the "Foundation Yards" provided below. Each row of automobile parking shall terminate in a tree island. Trees planted within islands shall be no less than 2 ½ inches in caliper. All landscaped areas in parking lots are to be delineated with concrete curbs of not less than six inches (6").
- F. Retaining Wall/Terracing: Where it is necessary to utilize retaining walls to transition grade, no individual wall shall exceed ten (10) feet in height. If a transition of greater height is required multiple walls shall be used and terraced with a minimum horizontal offset between walls of ten (10) feet. Walls shall be built using integrally colored split face concrete modular units.

- G. <u>Landscape Maintenance</u>: All landscaping must be maintained in a neat, clean and healthy condition. Specific maintenance requirements are as follows:
 - i. All trees shall be staked for at least one full growing season or until they are strong enough to withstand wind loads.
 - ii. All permanent and seasonal plantings must be replaced immediately upon decline (season permitting).

VI. Foundation Yards:

- A. <u>General</u>: All buildings constructed on the Property will maintain the following minimum foundation yards for the placement of foundation plantings in addition to the yards and setbacks required by the ORI-1 District regulations:
 - i. 10 feet at any front or corner side yard elevations except truck dock areas.
 - ii. 5 feet at all side and rear elevations except truck dock areas.

VII. Exterior Lighting:

- A. <u>Site Lighting</u>: Site lighting shall be designed and installed to provide a safe, functional, attractive, and coordinated exterior environment and to minimize the amount of glare visible from, and light spillage onto neighboring properties. Lighting shall comply with the requirements of the Huntley Zoning Ordinance in addition to the following requirements; provided, however, in the event of a conflict between these Design Guidelines and the Huntley Zoning Ordinance, the stricter requirement will control:
 - i. Fixtures shall be prefinished aluminum and shall use LED bulbs with maximum wattage of 400 or similar light output, and shall be "Dark Sky" compliant.
 - ii. Pole mounted parking lot light fixtures shall not exceed 35 feet in height.
 - iii. Fixtures mounted on buildings shall not exceed 35 feet in height.
 - iv. Fixtures used near exit doors shall be "dark sky" compliant and shall use LED bulbs with a maximum wattage of 150 or similar light output.
 - v. Ground mounted monument sign lighting shall use bulbs with a maximum wattage of 150 watts or, alternatively, LED bulbs with a similar light output.
 - vi. Building mounted sign lighting shall be accomplished by backlighting and/or internal lighting.
 - vii. Outdoor lighting shall be oriented and shielded to prevent direct illumination or flare onto adjacent properties or roadways.
 - i. Accent lighting may be used to enhance building entries and special architectural features. Accent lights shall be concealed from view.
 - ii. High or low pressure sodium vapor lights are unacceptable for building, site or parking lot lighting.

- iii. Low intensity, energy-conserving night lighting is preferred, such as fixtures equipped with light emitting diodes (LED).
- iv. All lighting fixtures shall be from the same or complementary family of fixtures with respect to design, materials, fixture color, and light color.
- v. Neon and similar types of lighting are prohibited in all areas within the development.

VIII. Screening:

- A. <u>General</u>: Great care should be taken to locate pipes, flues and hoods out of view from the adjacent roads.
- B. Mechanical and Utility Equipment: All ground mounted mechanical or electrical equipment (other than emergency generators) visible from the adjacent property line shall be screened from view. Roof top mechanical equipment visible from any angle at ground level shall be screened to the full height of the equipment. Required rooftop screens shall be integrated into the architecture of the main building and may include screens mounted directly to the equipment. Equipment required to be screened shall be accomplished by utilizing one or more of the following methods:
 - i. Landscaping
 - ii. Architectural metal panels mounted horizontally, with a baked-on enamel finish to match the building color.
 - iii. EIFS designed to match the building panels.
 - iv. Precast
 - v. Proprietary integrated equipment screens.
- C. <u>Communications Equipment</u>: Rooftop radio, TV, microwave, and other antennas may be used and will not require screening, provided they are placed on the roof top of buildings. Ground mounted communications equipment shall not require screening, provided they are placed in rear or side yards in a location minimizing visibility.
- D. <u>Trash Containers/Dumpsters</u>: Trash containers/dumpsters shall be screened with precast concrete walls to match the principal building and shall utilize steel or aluminum access gates. Trash containers/dumpsters located at dock positions will not require screening.

IX. <u>Outdoor Storage/Parking:</u>

- A. General: It is required that all activity such as processing, manufacturing, or assembling takes place within a fully enclosed building. Where outdoor storage is utilized it will be located in such a way to minimize its view from any adjacent roadway. Outdoor storage shall be limited to twelve (12) feet in height and shall be screened from view as follows:
 - i. From adjacent roads Storage to be screened by landscaping, wall panels, fencing or a combination thereof.

- ii. From adjacent property lines Storage to be screened by landscaping, wall panels, fencing or combination thereof.
- B. <u>Shipping/Cargo Containers</u>: The outside storage of shipping/cargo containers shall be prohibited on all lots.
- C. <u>Tractor Trailer Parking</u>: Tractor trailer parking spaces shall not be leased to an off-premise business. Tractor trailer parking shall only be permitted in designated spaces located on the site plan for each building. Trucks shall have clear and convenient access into and within the truck courts of every building within the development and should not disrupt automobile and pedestrian circulation.

X. <u>Fencing</u>:

- A. General: Where it is necessary to use fencing the following requirements shall apply:
 - i. <u>Front Yards/Corner Side Yards</u>: Fencing shall be located no closer than 20 feet to a street right-of-way. Fence material shall be aluminum (wrought iron look) and shall be powder coated black. Maximum height shall be eight (8) feet.
 - ii. <u>Side/Rear Yards</u>: Fence material shall be aluminum (wrought iron look) and shall be powder coated black, or chain link with black vinyl coating. Maximum height shall be eight (8) feet; provided that barbed wire will be permitted above that fencing in excess of that eight (8) foot maximum height.
- B. <u>Prohibited</u>: The use of fence slats shall be prohibited.

XI. <u>Exterior Stairs/Railings</u>:

A. <u>General</u>: Exterior stairs, railings, and landings shall be constructed of steel or brushed aluminum or painted aluminum with a baked-on finish.

EXHIBIT D

FUTURE PHASE SCREENING PLAN



PROJECT PUMPKIN HUNTLEY, ILLINOIS 2/19/202

EXHIBIT E

ENGINEERING AND PLAN REVIEW CONDITIONS

Site Development

- 1. The Village of Huntley will require adherence to the Kane County Stormwater Management Ordinance, Illinois drainage law, and best management practices for storm water management. The Applicant and assignees and successors are responsible for not increasing the rate of storm water runoff over the runoff estimated from the Final Planned Unit Development and will be required, to the extent practicable, to minimize any increase in runoff volume through "retention" and design of multi stage outlet structures.
- 2. All public improvements and site development must occur in full compliance with all applicable Village Municipal Services (Engineering, Public Works, Planning and Building) site design standards, practices and permit requirements.
- 3. The petitioner will comply with all final engineering revisions to be approved by the Village Engineer and Development Services Department.
- 4. The petitioner is required to meet all development requirements of the Huntley Fire Protection District.
- 5. The existing overhead utility lines located at the southeast corner of the site running along Freeman Road shall be removed upon demolition of the existing structures located on the Property. The utility lines shall be buried if it is determined that they are still necessary following the demolition of the structures. This condition is not intended to require the burial of overhead electric lines located on tubular steel poles along running Freeman Road at the southwest corner of the site and extending along the west lot line.

Architecture

6. Roof top mechanical equipment visible from any angle at ground level shall be screened to the full height of the equipment. Required rooftop screens shall be integrated into the architecture of the main building and may include screens mounted directly to the equipment.

Parking/Storage

- 7. Tractor trailer parking spaces shall be for the benefit of the tenants occupying the respective buildings. Said tractor trailer parking spaces shall not be leased to an off-premise business by the owner or tenant of the respective buildings.
- 8. No parking shall be allowed on Venture Court.
- 9. No loading or unloading activity is permitted to take place from Venture Court.
- 10. The outdoor storage of shipping/cargo containers shall be prohibited on all lots.

Traffic

- 11. Signage shall be installed prior to the first certificate of occupancy to prohibit truck traffic from traveling east on Freeman Road unless they are doing business with a facility on Weber Drive.
- 12. A barrier median shall be designed and constructed along Freeman Road between the Venture Court/Factory Shops Boulevard and Weber truck access (site Access 1) to reinforce traffic operations of the proposed right-in-right-out (site Access 2). One-way signage shall be placed within the Freeman Road median to indicate one-way westbound traffic for vehicles leaving the site from the right-in-right-out (site Access 2).
- 13. No unattended vehicle parking shall be allowed on Freeman Road.
- 14. Signage shall be installed on Freeman Road, east of Carriage Way, stating "do not block intersection."

Landscaping

- 15. The reference to a galvanized chain link fence shall be removed from the Site Improvement Plans and replaced with chain link with black vinyl coating.
- 16. The portion of the chain link fence parallel to Freeman Road shall be replaced with a decorative aluminum fence.
- 17. The petitioner shall obtain final approval of the Landscape Plan from the Development Services Department.

Plat of Subdivision

- 18. The Plat of Dedication shall revise the name of the public right-of-way from Harrison Max Court to Venture Court.
- 19. The building setback lines shown on the Plat of Subdivision shall be revised to reflect the building setbacks required in the ORI-1 District.
- 20. In accordance with Section 155.221 of the Subdivision Ordinance, the Final Plat of Subdivision shall be recorded with Kane County within three (3) months of approval by the Village Board.

EXHIBIT F

UNCONDITIONAL AGREEMENT AND CONSENT

Pursuant to Section Eight of Huntley Ordinance No. (O)2021-__ and to induce the Village of Huntley to grant the approvals provided for in such Ordinance, the undersigneds acknowledge for the Owner and Developer and their successors and assigns in title to the Property that the Owner and Developer:

- 1. have read and understand all of the terms and provisions of said Ordinance No. (O)2021-
- 2. hereby unconditionally agree to accept, consent to, and abide by all of the terms, conditions, restrictions, and provisions of Ordinance No. (O) 2021-___ and any amendments thereto; the Huntley Zoning Code; and all other applicable codes, ordinances, rules, and regulations;
- 3. acknowledge and agree that the Village is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's issuance of any approvals or permits for the use of the Property, and that the Village's issuance of any approval or permit does not, and shall not, in any way, be deemed to insure the Applicant against damage or injury of any kind and at any time;
- 4. acknowledge that all public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the revocation provided for in the Ordinance, and agree not to challenge any revocation on the grounds of any procedural infirmity or any denial of any procedural right;
- 5. agree to and do hereby hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of these parties in connection with the Property or any Village action respecting the Proposed Development of the Property or the Requested Relief, including without limitation the adoption of this Ordinance or granting the approvals to the Applicant pursuant to the Ordinance (or claims relating to any ordinance or code provision pursuant to which the Requested Relief is otherwise authorized), except as may arise from the Village's gross negligence or willful misconduct, and provided that the Village shall assert its available immunities in connection with such claims. In the event that the Village elects to retain separate counsel in defense of any such claims, the Applicant hereby agrees to reimburse the Village for its attorneys' fees and costs incurred in connection of such defense of claims; and
- 6. represent and acknowledge that the persons signing this Unconditional Agreement and Consent are duly authorized to do so on behalf of the Owner and Developer, respectively.

[SIGNATURES ON FOLLOWING PAGE]

92131, LLC	VENTURE ONE ACQUISITIONS, LLC
By:	By:
Its:	
ATTEST:	ATTEST: