

VILLAGE OF BARTLETT

COMMITTEE AGENDA

NOVEMBER 3, 2015

PLANNING & ZONING

1. Blue Heron Business Park Amended Annexation

PUBLIC WORKS

1. Overhead Sewer Program



Agenda Item Executive Summary

Item Name (Case #15-20) Blue Heron Business Park Committee or Board Village Board Committee

BUDGET IMPACT

Amount: N/A

Budgeted N/A

List what fund N/A

EXECUTIVE SUMMARY

These following items will be discussed;

- Review of the 3rd Amended Annexation Agreement to reduce the buffer zone to a uniform 50'
- Revised overall PUD/Concept plan with 50' buffer zone,
- Revised PUD Pre-approved Site Plan with 50' buffer zone
- Special Use for revised PUD Plans

ATTACHMENTS (PLEASE LIST)

CD Staff Memo, application, Hey and Associates report, USFWS information, location map, Amended Annex Agreement, original PUD Concept plan, original PUD Pre-approved Site Plan, revised PUD Concept Plan, revised PUD Pre-approved Site Plan

ACTION REQUESTED

- For Discussion and to forward to the Plan Commission for a public hearing on the Special Use for revised PUD plans
- Resolution
- Ordinance
- Motion

MOTION:

Staff: Jim Plonczynski, Com_Dev Director

Date: 10/26/2015

COMMUNITY DEVELOPMENT MEMORANDUM

15-227

DATE: October 26, 2015
TO: Valerie L. Salmons, Village Administrator
FROM: Jim Plonczynski, CD Director
RE: **(#15-20) Blue Heron Business Park**

PETITIONER

Dean Kelley on behalf of Abbott Land and Investment

SUBJECT SITE

East side of Rt. 25, North of West Bartlett Road

REQUESTS

- (a) Approval of the 3rd Amended Annexation Agreement **to reduce the buffer zone** along the eastern property line to a uniform 50' along the entire east boundary,
- (b) Revised **Overall PUD/Concept Plan with 50' buffer zone**,
- (c) Revised **PUD Pre-Approved Site Plan with 50' buffer zone**,
- (d) Special Use for revised **PUD Plans**

SURROUNDING LAND USES

Subject Site	<u>Land Use</u> Vacant/Industrial	<u>Comprehensive Plan</u> Mixed Use Bus. Park	<u>Zoning</u> PD
North	Industrial	Mixed Use Bus. Park	PD
South	South Bus. Pk. /SF	Mixed Use Bus. Park	PD
East	IDNR Habitat Area	Open Space	GI*
West	Comm. /Vacant	Comm. /Farm*	M-P/B-2/F**

*GI- General Industry – unincorporated Cook County

**M-P Master Planned Development, B-2 Commercial -South Elgin,

**F-Farming -unincorporated Kane County

DISCUSSION AND SITE HISTORY

1. This property was zoned PD (Planned Development) and was approved as a Mixed Use Business Park for the development of light and heavy industrial uses with outside storage in Areas 2 and 4 (see attached Exhibit D: Concept Plan map) and Commercial and Light industrial uses without outside storage in Areas 1 and 3.

2. The **Original Concept Plan** (see attached Original Concept Plan and Pre-Approved Site Plan) for the property had a variable berm width and Landscape Buffer Zone along the east property line, which varied from 50' to 150'. This buffer zone was put in place as a protective measure for the Blue Heron Rookery which exists in the adjacent Heron Woods State Habitat Area.
3. The petitioner has hired Hey and Associates, Inc. for an ecological analysis of the rookery and buffer zone. They conducted an on-site analysis of the heron rookery and the eagle nest that now occupies a site in the rookery (see attached Hey and Associates report).
4. Hey has summarized that the heron rookery is still active and stated the following about the buffer zone with the berm and tree landscape, "...these measures do not seem effective or necessary given the topographic relationship between the development site and the current nest location, and the distances from the current nests".
5. The Hey and Associates analysis also noted that, "The eagle nest, however, has impacted the success of the rookery and is estimated to be approximately 200 feet from the property boundary. It is our understanding that you intend to comply with the guidance provided by the USFWS" (see attached Hey and Associates report/USFWS information).
6. As a result of the Hey and Associates analysis the petitioner is requesting a reduction of the 50'-150' wide berm and tree landscaped buffer zone to a uniform width of **50' with no berm and planted with native grasses** (see attached Exhibit H: Pre-Approved Site Plan).
7. As part of the previous annexation agreement and PUD approval, the developer was granted approval for a Pre-Approved Site Plan in Area 4 which allowed the petitioner to apply for a building permit on lots in this Area, go through staff review and go straight to construction. To date two buildings have gone through this process. One building is close to completion and the second will start construction soon.
8. The Petitioner is requesting approval of the **3rd Amended Annexation Agreement, and approval of a revised PUD concept Plan and a revised Pre-Approved Site Plan**. These two items require an amendment to the **Special Use for a PUD** plans and a public hearing before the Plan Commission.
9. The Comprehensive Plan currently identifies this site as Mixed Use Business Park and will remain the same.

RECOMMENDATION

The Staff recommends forwarding the petition to the Plan Commission for their review and to conduct the public hearing on the amended PUD.

CD Memo 15-227

October 26, 2015

Page 3

A copy of the 3rd Amended Annexation Agreement, the revised PUD Concept Plan, the revised PUD Pre-Approved Site Plan and additional background information are attached for your review.

jip/attachments

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VILLAGE OF BARTLETT DEVELOPMENT APPLICATION

(Please type or complete in blue or black ink.)

For Office Use Only
Case # 2015-20
RECEIVED
COMMUNITY DEVELOPMENT
SEP 16 2015
VILLAGE OF BARTLETT

PROJECT NAME Blue Heron Business Park

PETITIONER INFORMATION

Name: Abbott Land and Investment Corporation **Phone:** 630-497-9440
Address: 2250 Southwind Blvd. **Fax:** 630-497-3477
Bartlett, IL 60103 **Mobile:** 630-263-2100
Email: dean@abbottland.com

PROPERTY OWNER INFORMATION

Name: Bluff City, LLC **Phone:** 630-497-9440
Address: 2250 Southwind Blvd. **Fax:** 630-497-3477
Bartlett, IL 60103 **Mobile:** 630-263-2100
Email: dean@abbottland.com

ACTION REQUESTED (Please check all that apply.)

- Annexation (amended) Special Use (please describe) _____
- PUD (preliminary) Variation (please describe) _____
- PUD (final) Rezoning from _____ to _____
- Subdivision (preliminary) Text Amendment
- Subdivision (final)
- Site Plan
- Unified Business Center Sign Plan
- Other (please describe) _____

SIGN PLAN REQUIRED? (Please Circle.) Yes or No

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

PROPERTY INFORMATION

Common Address/General Location of Property: NEC of Route 25 and West Bartlett Road

Property Index Number ("Tax PIN"/"Parcel ID"): See attached

Zoning: Existing: PD Land Use: Existing: Industrial
(Refer to Official Zoning Map)

Proposed: PD Proposed: Industrial

Comprehensive Plan Designation for this Property: Plan Development (PD)
(Refer to Future Land Use Map)

Acreage: Approximately 120 acres

For PUD's and Subdivisions: N/A

No. of Lots/Units: _____

Minimum Lot: Area _____ Width _____ Depth _____

Average Lot: Area _____ Width _____ Depth _____

APPLICANT'S EXPERTS (Including name, address, phone, fax and email; mobile phone is optional)

Attorney

George Maurides
Maurides, Foley, Tabangay & Turner LLC
33 N. LaSalle St., Suite 1910
Chicago, IL 60602-3227
Phone: 312-332-6500
Fax: 312-332-5666
Email: gmaurides@maurides.com

Engineer

Mackie Consultants, LLC
9575 West Higgins Road, Suite 500
Rosemont, IL 60018
Phone: 847-696-1400
Fax: 847-696-1410
Email: skaminski@mackieconsult.com (Steven Kaminski)

Surveyor

Mackie Consultants, LLC
9575 West Higgins Road, Suite 500
Rosemont, IL 60018
Phone: 847-696-1400
Fax: 847-696-1410
Email: dgray@mackieconsult.com (Dale Gray)

Land Planner

Mackie Consultants, LLC
9575 West Higgins Road, Suite 500
Rosemont, IL 60018
Phone: 847-696-1400
Fax: 847-696-1410
Email: skaminski@mackieconsult.com (Steven Kaminski)

Other

FINDINGS OF FACT (Standards)

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

****PLEASE FILL OUT THE FOLLOWING FINDINGS OF FACT AS THEY**
****RELATE TO YOUR CASE.******

FINDINGS OF FACT FOR SITE PLANS

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

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

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

The proposed use is permitted and we are only changing the landscape buffer width and make-up on the east side of the property.

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

There are no changes to the proposed arrangements of building, off-street parking, access, lighting, landscaping, and drainage.

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

There are no changes to the vehicular ingress and egress to and from the site and circulation within the site.

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

There are no changes to the site plan that impacts the pedestrians within the site. All pedestrian traffic, if any, would be along the roadways. This changes only along the far eastern border of the development.

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

There will be no changes to the interior and perimeter development within the exception of the fifty (50') foot proposed landscape buffer with changes as listed. This landscape buffer of fifty (50') feet is still twenty five (25') feet in excess of what is required in this zoning district.

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

All outdoor storage areas will be screened in accordance with the standards included on the pre approved site plan, which has not changed with respect to outdoor storage screening.

FINDINGS OF FACT FOR PLANNED UNIT DEVELOPMENTS

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

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

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

See Attached.

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

The Plan Commission and Village Board have previously found that the proposed uses will not under the circumstances be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity or be injurious to property values or improvements in the vicinity. Moreover, the proposed uses requested are necessary or desirable to provide a service or a facility which is in the interest of public convenience and each contributes to the general welfare of the neighborhood or community. The proposed amendments to the annexation agreement will have no effect on the previous findings.

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

The Plan Commission and Village Board have previously found that the special use for the Planned Unit Development with the conditions imposed herein shall conform to the regulations and conditions specified in the Bartlett Zoning Ordinance for such use and with the conditions and stipulations made a part of the authorization granted by the Corporate Authorities. The proposed amendments to the annexation agreement will have no effect on the previous findings.

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

The Plan Commission and Village Board have previously found that the development conforms with comprehensive planning principles and the general planning policies and precedents of the Village, particularly with reference to the following: (a) land use policies; (b) land use intensity; (c) housing goals; (d) traffic impact and parking; (e) impact on schools, public utilities and facilities; (f) the character of the Village and the specific neighborhood; and (g) the conservation and enhancement of the tax base and economic well-being of the Village. The Village's Comprehensive Plan shows the Property as open space because it has not been updated to reflect the end of SWANCC's pursuit of the balefill on the adjoining property to the east that is now owned by the IDNR. Consequently, the Comprehensive Plan is not instructive as to the best use of the Property and will need to be modified in the future to include the uses as set forth in this Agreement, which the Village hereby finds acceptable. The proposed amendments to the annexation agreement will have no effect on the previous findings.

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

The Plan Commission and Village Board have previously found that each of the proposed uses for the Property are a permitted or special use in the Similar Zoning Districts. The proposed amendments to the annexation agreement will have no effect on the previous findings.

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

The Plan Commission and Village Board have previously found that the proposed Planned Unit Development of the property is so designed, located and proposed to be operated and maintained that the public health, safety and welfare will not be endangered or detrimentally affected. The proposed amendments to the annexation agreement will have no effect on the previous findings.

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

The Plan Commission and Village Board have previously found that the Planned Unit Development of the Property, including the Mining Operation thereunder, shall not substantially lessen or impede the suitability for the permitted uses and development of, or be injurious to the use and enjoyment of, or substantially diminish or impair the value of, or be incompatible with, other property in the immediate vicinity, and the environmental impact on other properties, in particular the property immediately east of the Property, which is owned by the IDNR and on the Fen, which is owned by the MWRD and/or the City of Elgin, and will be reduced as much as reasonably practical and/or will be otherwise mitigated by the Owners, which have agreed to make significant modification to the storm water management and drainage in the area in consultation with the IDNR and other interested parties in accordance with the Illinois Endangered Species Act (520 ILCS 10/1, et seq.) and the Illinois Natural Areas Preservation Act (525 ILCS 30/1 et seq.). The proposed amendments to the annexation agreement will have no effect on the previous findings.

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

The Plan Commission and Village Board have previously found that the Owners have agreed (a) to the terms of a certain Bluff Spring Fen Protection Plan Memorandum of Agreement attached hereto as Exhibit I, which will protect the Bluff City Fen to the north; (b) to provide a 50-foot wide landscape buffer zone along the east property line to buffer the impact of development on the IDNR Property. The Owners or their successors shall construct certain road and intersection improvements in accordance with Exhibit J (the "Owner's Road and Intersection Improvements") recommended by its traffic engineer, Metro Transportation, which will minimize or mitigate the impact of the development on public facilities and resources in the area. The proposed amendments to the annexation agreement will have no effect on the previous findings.

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

The Plan Commission and Village Board have previously found that the proposed Planned United Development makes provisions for adequate utilities, drainage and other necessary facilities. The proposed amendments to the annexation agreement will have no effect on the previous findings.

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

The Plan Commission and Village Board have previously found that the proposed Planned Unit Development which includes the Road and Intersection Improvements makes adequate provision for parking and ingress and egress and is so designed as to minimize traffic congestion and hazards in the public street, and in particular to minimize truck traffic from the Property onto West Bartlett Road. The proposed amendments to the annexation agreement will have no effect on the previous findings.

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

The Plan Commission and Village Board have previously found that the proposed Planned Unit Development contains adequate site area and other buffering features to protect the uses within the development and on surrounding properties. The proposed amendments to the annexation agreement will have no effect on the previous findings.

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

The Plan Commission and Village Board have previously found that the Owner's financial resources give reasonable assurance that if the proposed Planned Unit Development is authorized that the proposed development of the Property will be completed and adequately maintained. The proposed amendments to the annexation agreement will have no effect on the previous findings.

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

The Plan Commission and Village Board have previously found that the Planned Development District is intended and established to provide for greater freedom, imagination and flexibility in the development of land while assuring substantial compliance with the intent of the Bartlett Zoning Ordinance. It allows diversification and variation in the relationship of uses, structures and open spaces in development planned as comprehensive, cohesive units which are unified by a shared concept, in this instance deep liming of the subsurface while simultaneously developing the surface of the Property. The proposed PUD includes a mix of land uses most akin to a combination of the B-1, B-2, B-3, B-4, OR, I-1 and I-2 zoning districts. The Property lies in Kane County adjacent to the Cook County line. There are heavy industrial uses immediately to the north and it lies immediately west of property purchased by the IDNR in 2001. The storm water management that will serve the Property is off-site on property owned by the Owners' affiliates, which has been surface mined for over 80 years, is bounded on the north by the Metra commuter railroad tracks and the Bluff Spring Fen Nature Preserve. The PUD is further intended to encourage the beneficial integration of different compatible land uses at a proper scale and to encourage better design, provision or amenities of open space and the efficient use of public services through the use of planned unit development procedures which the Owners intend to utilize with the development. The intensity and profile of the development within this PUD are compatible with all adjacent uses. The proposed amendments to the annexation agreement will have no effect on the previous findings.

FINDINGS OF FACT FOR SPECIAL USES

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

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

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

The Plan Commission and Village Board have previously found that the proposed Planned Unit Development is desirable to provide a mix of uses, including the Mining Operation, which are in the interest of public convenience and will contribute to the general welfare of the community. The proposed amendments to the annexation agreement will have no effect on the previous findings.

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

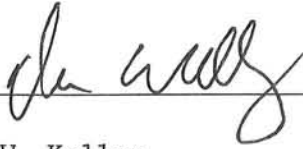
The Plan Commission and Village Board have previously found that the proposed Planned Unit Development, including the Mining Operation, will not under the circumstances of the particular case be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity. The proposed amendments to the annexation agreement will have no effect on the previous findings.

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

The Plan Commission and Village Board have previously found that the proposed Planned Unit Development, including the Mining Operation, shall conform to the regulations and conditions specified in the Zoning Ordinance for such use and with the stipulation and conditions made a part of the authorization granted by the Village Board of Trustees. The proposed amendments to the annexation agreement will have no effect on the previous findings.

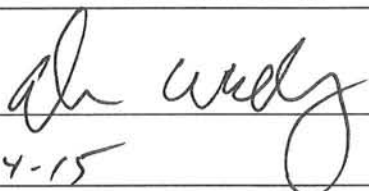
ACKNOWLEDGEMENT

The undersigned hereby acknowledges he/she is familiar with the code requirements which relate to this petition and certifies that this submittal is in conformance with such code(s). He/she further understands that any late, incomplete or non-conforming submittal will not be scheduled on an agenda.

SIGNATURE: 
PRINT NAME: Dean W. Kelley
DATE: 9-14-15

REIMBURSEMENT OF CONSULTANT FEES AGREEMENT

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

NAME OF PERSON TO BE BILLED: Bluff City, LLC
ADDRESS: 2250 Southwind Blvd.
Bartlett, IL 60103
PHONE NUMBER: 630-497-9440
SIGNATURE: 
DATE: 9-14-15

Hey and Associates, Inc.
Engineering, Ecology and Landscape Architecture

26575 W. COMMERCE DRIVE, SUITE 601
VOLO, ILLINOIS 60073
PHONE (847) 740-0888
FAX (847) 740-2888

RECEIVED
COMMUNITY DEVELOPMENT

JUN 10 2015

VILLAGE OF
BARTLETT

MEMORANDUM

TO: Mr. Dean Kelley, Abbot

FROM: Jeffrey Mengler, PWS

DATE: June 8, 2015

RE: Blue Heron Business Park

PROJECT NO. 15-0162

This memorandum summarizes the results of our field inspections of the subject site in Bartlett, Illinois. We were specifically tasked with assessing the status of great blue heron nests relative to the established buffers for your development, and the recently identified bald eagle nest. Preliminary results were provided to you verbally.

The habitat adjacent to the Blue Heron Business Park (BHBP) was assessed on May 6, 2015. We observed the habitat on the Illinois Department of Natural Resources (IDNR) property located just east of BHBP from the eastern property line. At that time, we observed at least 21 nests occupied by adult great blue herons, indicating the rookery is still active. The nests were in the dead trees along the strips of open water toward the southern end of the IDNR property. No nests were observed in the areas north of an alignment with Kenyon Road extended, and none in the vicinity of the 150-foot buffer area.

During that May 6th site inspection, we also observed the bald eagle nest with one adult on the nest at all times and the other adult eagle perched in a nearby tree.

Other bird species we observed during this inspection included tree swallow, red-winged blackbird, song sparrow, red-headed woodpecker, pied-billed grebe, and great egret. Ring-billed gulls frequently flew over the construction site. It appeared that the rookery, as viewed from the west, did not include any colonial bird species other than great blue herons.

When leaving the site, we learned that many local citizens come to observe and photograph the bald eagles from the south end of the BHBP property at the gate on West Bartlett Road. We were also met by staff from the U. S. Fish and Wildlife Service (USFWS). The USFWS is watching the eagle's nest to ensure that people do not encroach upon the nest and disturb the nesting eagles. They have also observed that the eagles are feeding on the young great blue herons, and that this behavior is reported in the scientific literature.

Per our telephone discussion, we returned to the site on May 22, 2015 with our surveyor. The purpose was to determine the approximate distances to the nests from your property line using laser beam technology, while maintaining appropriate protective distances from the nests.

While maintaining a safe distance from the nests, approximate distances were determined. Combined with the property survey data you provided, Exhibit 1 was prepared showing approximate distances from the property line to the active nests.

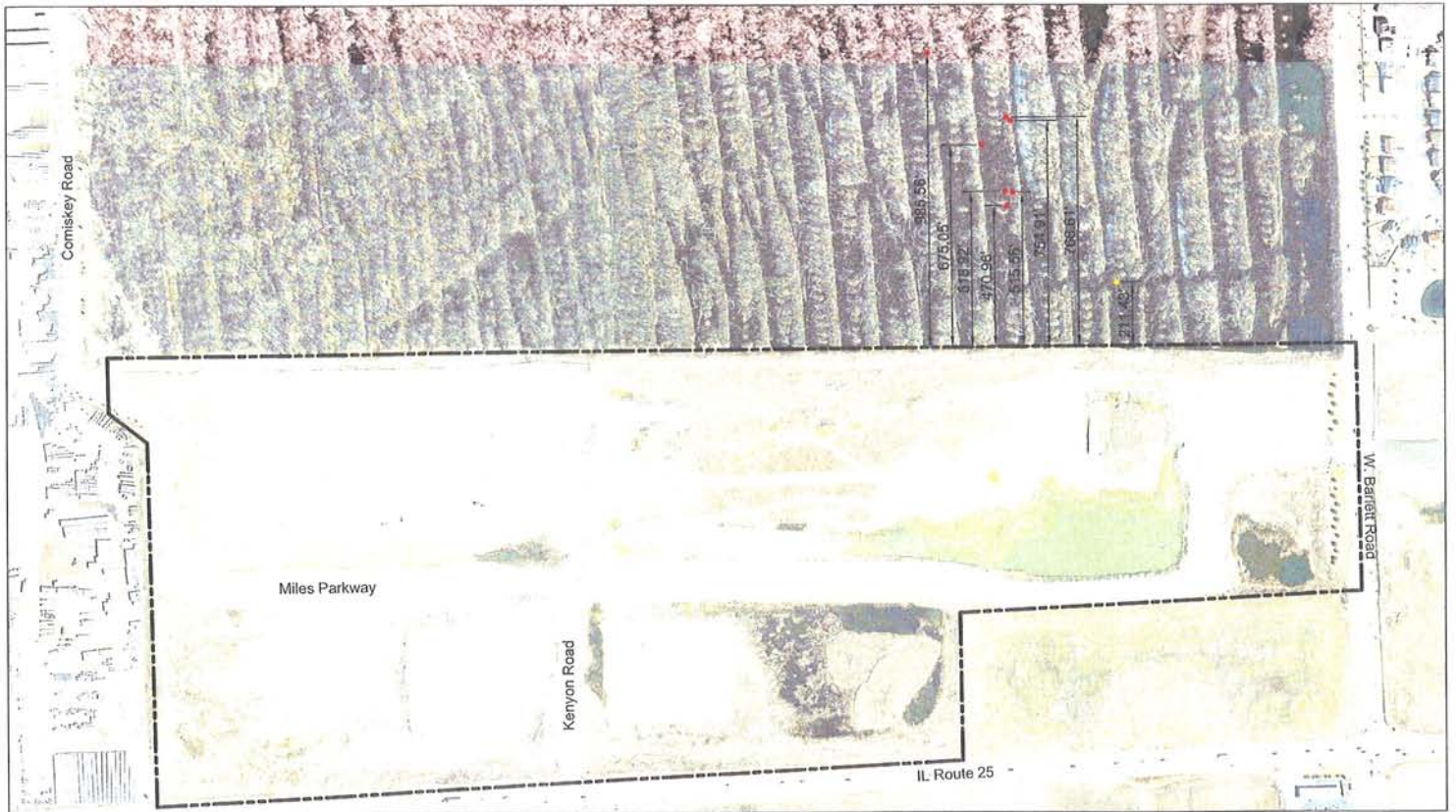
The bald eagle nest is approximately 210 feet east of the property line. The eagles did not flush from the nest despite our presence, nor from the heavy equipment and truck activity occurring on the business park site. Bald eagles are no longer considered endangered or threatened, and their population is deemed to have adequately recovered. However, eagles remain protected by the Bald and Golden Eagle Protection Act and the Migratory Bird Treaty Act, and therefore the USFWS provides legal guidelines for protection of eagles. Step by step guidance as to when permits are needed and for protection of active nests is included in Appendix A, as provided online by the USFWS. To avoid what USFWS terms "non-purposeful take" of bald eagles, one must maintain a buffer of at least 660 feet between project activities and an active nest. If similar activities to yours already exist within 660 feet of the nest and the birds are acclimated to that disturbance, then you can maintain a buffer distance as close as that existing tolerated activity. If your activities are closer than 660 feet due to a similar pre-existing activity, then all clearing, external construction and landscaping activities within 660 feet must be restricted to outside of the nesting season (nesting season is January through August). If these restrictions cannot be met, then a non-purposeful take permit must be secured from the USFWS.

Our observations are that the ongoing construction activity is well within 660 feet of the nest, but the eagles seem to be tolerating the activity and are not flushing from the nest. A young eaglet was visually observed to be active in the nest on May 22, 2015.

The heron nests which were the initial focus of our investigation appeared to be mostly abandoned on May 22, 2015. Only one nest was observed with a heron on it. This may be due to the predation by the eagles on young herons. The heron nests were approximately 470-980 feet from the property boundary with other nests in the rookery possibly at greater distances into the IDNR property and out of our view.

In summary, the heron rookery remains active with nesting great blue herons. The nests do not appear to be in the same locations as when the buffer requirements were established for the property. It appeared that there were no active nests near (>500 feet) of the wider 150-foot buffer area. The annexation agreement required establishment of a berm with two rows of fast-growing trees presumably as screening/buffer between the development site and the rookery. While the rookery is still active, these measures do not seem effective or necessary given the topographic relationship between the development site and the current nest locations, and the distances from the current nests.


The eagle nest, however, has impacted the success of the rookery, and is estimated to be approximately 200 feet from the property boundary. It is our understanding that you intend to comply with the guidance provided by the USFWS (see attached).



Prepared by: Hey and Associates, Inc. Date: 01/22/2013
 Project Number: 13-0382
 Last Revision: 01/22/2013

Prepared by:
Hey and Associates, Inc.
 Engineering, Ecology and Landscape Architecture

Scale:
 0 300 Feet
 Project Number: 13-0382

Orientation:

 Legend:
 - - - Property Line
 ● Blue Heron Nest Location
 ● Eagle Nest Location

Project Name:
 Blue Heron Business Park
 Prepared For:
 Abbott Land & Investment Corp.

Aerial Dates:
 2013 & 2005
 Exhibit Title:
 Heron/Eagle Nest Study

Eagle Permits

Midwest Region

EAGLE PERMITS HOME
PERMIT FOR
NON-PURPOSEFUL TAKE

PERMIT TO REMOVE AN
EAGLE NEST
PERMITS TO TAKE,
POSSESS, OR TRANSPORT
EAGLES

PERMIT APPLICATION
FORMS

EAGLE NATURAL HISTORY
& SENSITIVITY TO HUMAN
ACTIVITY

DEFINITIONS

CONTACT US

U.S. Fish & Wildlife Service
5500 American Blvd. West,
Suite 690
Bloomington, MN 55437-1453
Phone: 612-713-5360

Bald Eagle Permit: Non-Purposeful Take Step-by-Step Guidance

Step 1. Choose an Activity Category

Select the category that most closely fits your activity. Activities are separated into categories based on the nature and magnitude of impacts to bald eagles.

Note! This guidance is for new or intermittent activities near an eagle nest.

A. If your project involves any of the following construction or development activities near an active or inactive bald eagle nest, [click here](#).

- Building construction
- Construction of roads, trails, canals, power lines, and other linear utilities
- Agriculture or aquaculture – new or expanded operations
- Alteration of shorelines or wetlands
- Installation of docks or moorings
- Water impoundment
- Mining
- Oil and natural gas drilling and refining
- Installation or expansion of marinas with a capacity of 6 or more boats

B. If your project involves construction of new wind power turbines, [click here](#).

C. If your project is a timber operation or forestry practice near an active or inactive bald eagle nest [click here](#).

D. If your activity is helicopter or fixed-wing aircraft use, [click here](#).

E. If your activity is blasting or other loud, intermittent noise (including fireworks), [click here](#).

F. For routine motorized and non-motorized recreation that includes, hiking, camping, atv use, and boating, [click here](#).

Eagle Permits

Midwest Region

[EAGLE PERMITS HOME](#)

[PERMIT FOR
NON-PURPOSEFUL TAKE](#)

[PERMIT TO REMOVE AN
EAGLE NEST](#)

[PERMITS TO TAKE,
POSSESS, OR TRANSPORT
EAGLES](#)

[PERMIT APPLICATION
FORMS](#)

[EAGLE NATURAL HISTORY
& SENSITIVITY TO HUMAN
ACTIVITY](#)

[DEFINITIONS](#)

[CONTACT US](#)

U.S. Fish & Wildlife Service
5600 American Blvd. West,
Suite 990
Bloomington, MN 55437-1458
Phone: 612-713-5360

Bald Eagle Permit: Non-Purposeful Take

Step-by-Step Guidance

Determining Whether Construction or Development Activities May Cause the Non-Purposeful Take of Bald Eagles: Step 2

Step 2. Is the nest visible from the project or activity area?

Select "yes" if the nest is visible from where the activity will be conducted. Select "no" if the nest is not visible from the project or activity area.

Yes - [Click here](#) to continue.

No - [Click here](#) to continue.

[Back](#)

Eagle Permits

Midwest Region

Bald Eagle Permit: Non-Purposeful Take

Step-by-Step Guidance

Determining Whether Construction or Development Activities May Cause the Non-Purposeful Take of Bald Eagles

Step 3. To avoid the non-purposeful take of bald eagles or their young we recommend that you do the following.

- (1) Maintain a buffer of at least 660 feet (200 meters) between your project activities and the nest (including active and alternate nests). If a similar activity is closer than 660 feet, then you may maintain a distance buffer as close to the nest as the existing tolerated activity.
- (2) If you perform your activity closer than 660 feet due to a similar activity existing closer than 660 feet, then restrict all clearing, external construction, and landscaping activities within 660 feet of the nest to **outside the nesting season** (i.e., outside the nesting season is from August through mid-January in the Midwest).
- (3) Maintain established landscape buffers that screen the activity from the nest.

Determination

Yes, I can implement the recommendations - [click here](#)

No - I cannot implement the recommendations - [click here](#)

[Back](#)

[EAGLE PERMITS HOME](#)

[PERMIT FOR
NON-PURPOSEFUL TAKE](#)

[PERMIT TO REMOVE AN
EAGLE NEST](#)

[PERMITS TO TAKE,
POSSESS, OR TRANSPORT
EAGLES](#)

[PERMIT APPLICATION
FORMS](#)

[EAGLE NATURAL HISTORY
& SENSITIVITY TO HUMAN
ACTIVITY](#)

[DEFINITIONS](#)

[CONTACT US](#)

U.S. Fish & Wildlife Service
5500 American Blvd, West,
Suite 990
Bloomington, MN 55437-1456
Phone: 612-713-5930

Eagle Permits

Midwest Region

Bald Eagle Permit: Non-Purposeful Take

Step-by-Step Guidance

Determining Whether Construction or Development Activities May Cause the Non-Purposeful Take of Bald Eagles

Step 4. Documentation

You may document that you are following the U.S. Fish and Wildlife Service's recommendations for avoiding the non-purposeful take of bald eagles by printing this page, then signing and dating it for your records.

Your activity is a construction project or development activity. The bald eagle nest (active or inactive) can be seen from the project site.

You will adopt the following recommendations to avoid the non-purposeful take of eagles and their young.

- (1) Maintain a buffer of at least 660 feet (200 meters) between all your activities and the nest (including active and inactive nests) unless a similar activity is closer than 660 feet, then you may maintain a distance buffer as close to the nest as the existing tolerated activity.
- (2) Restrict all clearing, external construction, and landscaping activities within 660 feet of the nest to **outside the nesting season** (i.e., outside the nesting season is from August through mid-January in the Midwest).
- (3) maintain any established landscape buffers.

Therefore, incidental take of bald eagles is unlikely to occur.

Signature: _____
Date: _____

These recommendations are valid only for the states of Illinois, Indiana, Iowa, Michigan, Minnesota, Missouri, Ohio, and Wisconsin.

[Back](#)

EAGLE PERMITS HOME

PERMIT FOR
NON-PURPOSEFUL TAKE

PERMIT TO REMOVE AN
EAGLE NEST

PERMITS TO TAKE,
POSSESS, OR TRANSPORT
EAGLES

PERMIT APPLICATION
FORMS

EAGLE NATURAL HISTORY
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DEFINITIONS

CONTACT US

U.S. Fish & Wildlife Service
5600 American Blvd. West,
Suite 990
Bloomington, MN 55437-1458
Phone: 612-713-6350

Eagle Permits

Midwest Region

EAGLE PERMITS HOME

PERMIT FOR
NON-PURPOSEFUL TAKE

PERMIT TO REMOVE AN
EAGLE NEST

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PERMIT APPLICATION
FORMS

EAGLE NATURAL HISTORY
& SENSITIVITY TO HUMAN
ACTIVITY

DEFINITIONS

CONTACT US

U.S. Fish & Wildlife Service
5600 American Blvd. West,
Suite 990
Bloomington, MN 55437-1458
Phone: 612-713-6360

Bald Eagle Permit: Non-Purposeful Take Step-by-Step Guidance

Determining Whether Construction or Development Activities May Incidentally Take Bald Eagles

Step 4. Your action may cause the non-purposeful take of bald eagles and you may need a permit.

Click here for the [Bald Eagle Permits: Non-Purposeful Take Application](#) web page.

If you would like further assistance, please contact:

In Ohio, Michigan, and Indiana:

Chris Mensing
U.S. Fish and Wildlife Service - East Lansing Field Office
2651 Coolidge Road
East Lansing, MI 48823

Phone: 517-351-8316
E-mail: Chris.Mensing@fws.gov

In Wisconsin and Minnesota:

Mags Rheude
U.S. Fish and Wildlife Service - Twin Cities Field Office
4101 American Boulevard East
Bloomington, MN 55425

Phone: 612-725-3548 ext. 2202
E-mail: Margaret.Rheude@fws.gov

In Iowa, Illinois, and Missouri:

Drew Becker
U.S. Fish and Wildlife Service - Rock Island Field Office
1511 47th Avenue
Moline, IL 61265

LOCATION MAP

Blue Heron Business Park



PD

**BLUE
HERON
BUSINESS
PARK**

**HERON WOODS
STATE HABITAT AREA**



LOCATION MAP

Kane County/South Elgin Zoning

F Farmland
M-P Master Planned Development
B-2 Community Business District



OCT 23 2015

VILLAGE OF
BARTLETT

Prepared By:
Maurides Foley Tabangay & Turner
33 N. LaSalle, Suite 1910
Chicago, IL 60602

Mail To:
Village of Bartlett
228 S. Main Street
Bartlett, IL 60103

THIRD AMENDMENT TO THE 125 ACRE ANNEXATION AGREEMENT

THIS THIRD AMENDMENT TO THE 125 ACRE ANNEXATION AGREEMENT (the “Third Amendment”) is made on this _____ day of _____ 2015, by and between the Village of Bartlett, an Illinois municipal corporation (the “Village”) by and through the President and the Board of Trustees (hereinafter collectively referred to as the “Corporate Authorities”), and the following parties (collectively, the “Current Owners”): Southwind Financial Ltd., an Illinois corporation (“Southwind”); Bluff City, LLC, an Illinois limited liability company (“Bluff City”); Gifford 300, LLC, an Illinois limited liability company (“Gifford”); Castle Bank, N.A., a national banking association, not personally but as Custodian for the Individual Retirement Account of Dean W. Kelley (the “Kelley IRA”); and Castle Bank, N.A., a national banking association, not personally but as Custodian for the Individual Retirement Account of William E. Haworth (the “Haworth IRA”). The Current Owners and the Village are collectively referred to as the “Parties” or individually referred to as a “Party”.

RECITALS

WHEREAS, on July 29, 2003, the Village, Southwind, Bluff City and David Welch (“Welch”) entered into that certain Annexation Agreement (the “125 Acre Annexation Agreement”), which is incorporated herein by reference, to govern the annexation and rezoning of approximately one hundred and twenty five (125) acres of land in Kane County, Illinois (the “Blue Heron Business Park Property”);

WHEREAS, on July 29, 2003, at the time of the 125 Annexation Agreement, the Blue Heron Business Park Property was owned by Southwind, Bluff City and Welch;

WHEREAS, on March 17, 2009 the Village, Southwind, Blue Heron and Welch entered into that certain First Amendment to the 125 Acre Annexation Agreement (the “125 Acre First Amendment”), which is incorporated herein by reference, making various amendments to the 125 Acre Annexation Agreement as set forth therein;

WHEREAS, on March 17, 2009, at the time of the 125 Acre First Amendment, the Blue Heron Business Park Property was owned by Blue Heron Realty Corporation, an Illinois corporation (“Blue Heron”), Southwind and Welch;

WHEREAS, on April 16, 2013 the Village, Southwind, Bluff City, Gifford, the Kelley IRA and the Haworth IRA entered into that certain Second Amendment to the 125 Acre Annexation Agreement (the “125 Acre Second Amendment”), which is incorporated herein by reference, making further amendments to the 125 Acre Annexation Agreement as set forth therein;

WHEREAS, as of the date of this Third Amendment the Blue Heron Business Park Property is owned by the Current Owners and Welch as follows: Welch owns approximately 3.74 acres legally described in Exhibit A attached hereto (the “Welch Property”); Southwind owns three (3) parcels with approximate dimensions of 20.619 acres, 16.78 acres and 12.5836 acres respectively and legally described in Exhibit B attached hereto; Bluff City owns approximately 17 acres legally described in Exhibit C attached hereto; the Kelley IRA owns approximately 5.82 acres legally described in Exhibit D attached hereto; the Haworth IRA owns approximately 8.9 acres legally described in Exhibit E attached hereto; and Gifford owns approximately 23.66 acres legally described in Exhibit F attached hereto;

WHEREAS, the Village and the Current Owners agree and acknowledge that since the annexation of the Blue Heron Business Park Property in 2003 the existence, status and location of the wildlife on the adjacent property to the east owned by the Illinois Department of Natural Resources has changed and the buffering system initially envisioned in the 125 Annexation Agreement can and should be modified, and that certain other revisions to the 125 Annexation Agreement are warranted;

WHEREAS, the Parties agree that this Third Amendment is in the best interests of the community; and

WHEREAS, the Village agrees that this Third Amendment is being entered into pursuant to the provisions of Section 11-15.1-1, *et seq.* of the Illinois Municipal Code (65 ILCS 5/11-15.1, *et seq.*).

NOW, THEREFORE, in consideration of the mutual covenants, promises, recitals and agreements contained in this Third Amendment, and other good and valuable consideration, the Parties agree as follows:

1. Recitals. The above stated Recitals are hereby incorporated in this Third Amendment as if fully restated herein.
2. Capitalized Terms Capitalized terms used in this Third Amendment shall have the same meaning as set forth in the 125 Acre Annexation Agreement unless otherwise noted.

3. Excluded Property. The Welch Property is not governed by this Third Amendment and continues to be governed by the 125 Acre Annexation Agreement and the 125 Acre First Amendment.
4. Amended Recital U. (6) (b). Recital U. (6) (b) of the 125 Acre Annexation Agreement is deleted in its entirety, and is amended and restated as follows:

“(b) to provide a 50 foot wide buffer zone along the east property line to buffer the impact of the development on the IDNR Property, upon which the Owners shall plant the native grass ~~or no-mow fescue~~ specified in the Pre-Approved Site Plan attached hereto as Exhibit H, as amended, as each lot is developed. The Blue Heron Industrial Park Association shall maintain the buffer zone, and if nesting Bald Eagles are present on the adjacent IDNR property, Owners shall comply with the then current U.S. Fish and Wildlife Bald Eagle Management Guidelines concerning Construction and Development Activities.”

5. Amended Section 4.2 Landscaping. Section 4.2 of the 125 Acre Annexation Agreement is deleted in its entirety, and is amended and restated as follows:

“4.2 Landscaping The minimum area of each Development Area of the Property to be devoted to green open space and landscaping shall not be required to be greater than fifteen percent (15%), including the on-site/off-site detention areas serving the Property and open space within the Property. The Owners shall provide a 50 foot wide buffer zone along the east property line to buffer the impact of the development from the IDNR property upon which the Owners shall plant the native grass ~~or no-mow fescue~~ specified in the Pre-Approved Site Plan attached hereto as Exhibit H, as amended, as each lot is developed. The 50 foot wide buffer zone (in lieu of a landscape berm) was determined to be an adequate solution to lessen the impact of the development from the IDNR property per the findings and conclusions of that certain Memorandum dated June 8, 2015 prepared by Hey and Associates, Inc. The Blue Heron Industrial Park Association shall maintain the buffer zone. Further if nesting Bald Eagles are present on the adjacent IDNR property, Owners shall comply with the then current U.S. Fish and Wildlife Bald Eagle Management Guidelines concerning Construction and Development Activities.”

6. Amended Section 5.1 Detention and Storm Water Management. Section 5.1 of the 125 Annexation Agreement is amended by adding the following:

“Notwithstanding the foregoing, the following additional stormwater management standards as set forth and defined in that certain report known as the Miles Parkway Storm Sewer Computational Analysis dated December 1, 2014 prepared by Mackie Consultants, LLC (the “2014 Stormwater Report”), which is incorporated herein by reference, shall also apply to the development of the Property:

- (i) Development Areas east of Miles Parkway shall provide Post Construction Best Management Practices (“PCBMP”, as defined in the DuPage County Stormwater

Management Ordinance, as amended from time to time) totaling 3,833 cubic feet per acre of site development.

- (ii) Development Areas west of Miles Parkway shall provide Post Construction Best Management Practices totaling 2,396 cubic feet per acre of site development.
- (iii) Natural Resource Conservation Service (“NRCS”) curve numbers for Development Areas shall be a maximum of 85 per stormwater detention pond design parameters set forth in the 125 Acre Annexation Agreement. Curve number calculations may include the quantitative benefits of site PCBMPs.
- (iv) Development Areas shall connect to the Miles Parkway primary storm sewer (as set forth in the 2014 Stormwater Report) at an existing manhole or catch basin in proximity to the north limits of the particular Development Area.
- (v) Fractionalized Recycled Asphalt Pavement, if used as a permeable pavement in outside storage areas to satisfy the PCBMP requirements above, shall have a porosity greater than or equal to 33% and shall be processed such that no more than 10% of the material passes a #4 sieve.
- (vi) 1.02 acre feet of stormwater storage in addition to PCBMP volumes shall be provided below elevation 763.0 at approximately the locations stipulated in the 2014 Stormwater Report”

7. Amended Section 7.10 Term. The 125 Acre Annexation Agreement, as amended, shall be binding on all of the Parties for a term of twenty (20) years from the date of execution by the Village of this Third Amendment, or a longer period of time if permitted by law, taking into account the Village’s home rule powers and all present and future laws.

8. Amended Section 10. Section 10 of the 125 First Amendment and Section 5 of the 125 Second Amendment (each entitled Code Updates) are deleted in their entirety, and are amended and restated as follows:

“10. Code Updates. The parties agree that as used in the 125 Acre Annexation Agreement, as amended, and with respect to the Blue Heron Business Park Property, the term “Bartlett Municipal Code” shall mean all laws, codes, rules, ordinances, regulations, and orders and all interpretations (whether judicial or administrative) thereof, enacted by or applicable to the Village, as now in effect, including, but not limited to, the Bartlett Zoning Ordinance (the “Zoning Ordinance”), the Bartlett Subdivision and PUD Ordinance (the “Subdivision Ordinance”) and the Bartlett Building Code (the “Building Code”), and the 2007 Bartlett Comprehensive Plan Amendment which approved of the West Bartlett Road Corridor Plan (the “Corridor Plan”) as the same may hereafter be amended or modified pursuant to the terms of the 125 Acre Annexation Agreement, as amended, including without limitation, no duty or obligation to bury existing utilities on the Blue Heron Park Property. The

Village agrees that any changes, modifications, amendments or alterations to the Bartlett Municipal Code, including, but not limited to, the Subdivision Ordinance, the Zoning Ordinance, the Building Code, liquor control ordinances, or other code, ordinance, rule or regulation relating directly or indirectly to the Blue Heron Business Park Property shall not be applicable to the Blue Heron Business Park Property during the term of the 125 Acre Annexation Agreement, as amended by this Third Amendment, with the following exceptions; (i) the Bartlett Donation Ordinance as it is amended from time to time and in effect at the time of application for a building permit; (ii) building permit fees, connection fees, consultants' fees, license fees and any other fees (excluding Village, park district, library district, school district, police district and fire district land and/or cash donations or fees made applicable to non-residential development) which are affected by inflationary factors may be increased during the term of the 125 Acre Annexation Agreement, as amended by this Third Amendment, to meet increased costs so long as such fees are generally applicable to all property within the Village; (iii) any code ordinance, rule or regulation or amendment thereto, of general applicability throughout the Village which prohibits any product, material or construction method or mandates certain construction methods and/or improvements if it is reasonably determined by the Village to affect or improve public health or safety and/or the safety of emergency responders after the date of this Third Amendment; (iv) the Municipal Natural Gas Use Tax imposed by Ordinance 2012-31 "An Ordinance Amending the Bartlett Municipal Code by the Addition of Title 14, Chapter 1, which Imposes a Municipal Natural Gas Use Tax"; and (v) the Municipal Electricity Use Tax imposed by Ordinance 2012-32 "An Ordinance Amending the Bartlett Municipal Code by the Addition of Title 14, Chapter 2, which Imposes a Municipal Electricity Use Tax". From and after the expiration of the 125 Acre Annexation Agreement, as amended by this Third Amendment, all provisions of the Bartlett Municipal Code in effect as of the date of said expiration shall apply to and govern the development of the Blue Heron Business Park Property."

9. Exhibits D (Concept Plan), E (Preliminary P.U.D. Plan) and H (Pre-Approved Site Plan). Exhibits D, E and H of the 125 Acre Annexation Agreement are deleted and replaced with Exhibits G, H and I attached hereto.
10. Counterparts. This Third Amendment may be executed in more than one counterpart, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same instrument.
11. Sum of the Terms. All other terms and conditions of the 125 Acre Annexation Agreement and the 125 Acre First Amendment and the 125 Acre Second Amendment shall remain in full force and effect and are incorporated herein by reference pursuant to the terms of the Recitals of this Third Amendment and thusly, are applicable to this Third Amendment except where the terms of the 125 Acre Annexation Agreement, the 125 Acre First Amendment and the 125 Acre Second Amendment expressly conflict with the terms of this Third Amendment, the terms of this Third Amendment shall control.

12. Amendment. This Third Amendment may be further amended from time-to-time with the consent of the Parties hereto and in the same manner prescribed by law for the adoption of this Third Amendment. However, only the written approval of the legal titleholder(s) of an interest in the property affected by any such future amendment shall be required. No purported oral amendment shall be binding or enforceable.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the Parties have caused this Third Amendment to be executed by respective proper officials, duly authorized to execute the same, on the day and year written above.

Village of Bartlett,

By: _____

Kevin Wallace, Village President

Attest:

Lorna Gilles, Village Clerk

Southwind Financial, Ltd.

By: _____
Its _____

Bluff City, LLC,

By: _____
Its _____

Gifford 300, LLC,

By: _____
Its: _____

Castle Bank, N.A., not personally
but as Custodian for the Individual
Retirement Account of Dean W.
Kelley

By: _____
Its: _____

Castle Bank, N.A., not personally
but as Custodian for the Individual
Retirement Account of William E.
Haworth

By: _____
Its: _____

STATE OF ILLINOIS)
COUNTY OF _____) SS
)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Kevin Wallace, personally known to me to be the Village President of the Village of Bartlett, and Lorna Giles, personally known to me to be the Village Clerk of said Village, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Village President and as such Village Clerk, they signed and delivered such instrument as Village President and Village Clerk, respectively, as their free and voluntary act and as the free and voluntary act and deed of said Village, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20__.

Notary Public

My commission expires:

STATE OF ILLINOIS)
COUNTY OF _____) SS
)

I, _____, a Notary Public, do hereby certify that _____, personally known to me to be a _____ of **Southwind Financial, Ltd.**, an Illinois corporation, whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that as such _____, he signed and delivered the said instrument as such _____ of said company, as his free and voluntary act, and as the free and voluntary act of said company, for purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20__.

Notary Public

My commission expires:

STATE OF ILLINOIS)
COUNTY OF _____) SS
)

I, _____, a Notary Public, do hereby certify that _____, personally known to me to be a _____ of, **Bluff City, LLC**, an Illinois limited liability company, whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that as such _____, he signed and delivered the said instrument as such _____ of said company, as his free and voluntary act, and as the free and voluntary act of said company, for purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20__

Notary Public

My commission expires:

STATE OF ILLINOIS)
COUNTY OF _____) SS
)

I, _____, a Notary Public, do hereby certify that _____, personally known to me to be a _____ of **Gifford 300, LLC.**, an Illinois limited liability company, whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that as such _____, he signed and delivered the said instrument as such _____ of said company, as his free and voluntary act, and as the free and voluntary act of said company, for purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20__.

Notary Public

My commission expires:

STATE OF _____)
 COUNTY OF _____) SS
)

I, _____, a Notary Public, do hereby certify that
 _____, personally known to me to be a _____ of
Castle Bank, N.A., a national banking association, whose name is subscribed in the
 foregoing instrument as custodian for the Individual Retirement Account of Dean
 W. Kelley, appeared before me this day in person and acknowledged that as such
 _____, he signed and delivered the said instrument as such
 _____ of said company, as his free and voluntary act, and as the free
 and voluntary act of said company, for purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20__.

 Notary Public

My commission expires:

STATE OF _____)
COUNTY OF _____) SS
)

I, _____, a Notary Public, do hereby certify that _____, personally known to me to be a _____ of Castle Bank, N.A., a national banking association, whose name is subscribed in the foregoing instrument as custodian for the Individual Retirement Account of William E. Haworth, appeared before me this day in person and acknowledged that as such _____, he signed and delivered the said instrument as such _____ of said company, as his free and voluntary act, and as the free and voluntary act of said company, for purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20__.

Notary Public

My commission expires:

EXHIBIT A
WELCH PARCEL
LEGAL DESCRIPTION

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 0 DEGREES 42 MINUTES 22 SECONDS EAST, 1145.66 FEET, ALONG THE EAST LINE OF SAID SECTION 25; THENCE SOUTH 88 DEGREES 39 MINUTES 36 SECONDS WEST, 185.40 FEET, ALONG A LINE 1500.0 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 25 (AS MEASURED PERPENDICULAR TO SAID SOUTH LINE), TO THE POINT OF BEGINNING; THENCE SOUTH 37 DEGREES 10 MINUTES 47 SECONDS WEST, 161.82 FEET; THENCE SOUTH 88 DEGREES 39 MINUTES 36 SECONDS WEST, 1234.13 FEET, PARALLEL WITH SAID NORTH LINE OF THE SOUTH 1500.0 FEET, TO THE EAST RIGHT OF WAY LINE OF ILLINOIS ROUTE 25, AS PER DOCUMENT NO. 330865; THENCE NORTH 3 DEGREES 11 MINUTES 56 SECONDS WEST, 126.67 FEET, ALONG SAID EAST RIGHT OF WAY LINE OF ILLINOIS ROUTE 25; THENCE NORTH 88 DEGREES 39 MINUTES 36 SECONDS EAST, 1339.01 FEET, ALONG SAID LINE 1500.0 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 25, TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

AREA = 162,884.35 SQ. FT. OR 3.74 ACRES

EXHIBIT B
SOUTHWIND PARCEL
LEGAL DESCRIPTION

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF KENYON ROAD AND WEST OF THE WEST LINE OF MILES PARKWAY, ALL DEDICATED AS DOCUMENT 2004K116375 RECORDED SEPTEMBER 2, 2004, AND LYING EAST OF THE EAST LINE OF PARCEL 1GG0003 OF ILLINOIS ROUTE 25 PER WARRANTY DEED RECORDED JANUARY 7, 2009 AS DOCUMENT 2009K000917, AND LYING SOUTH OF THE SOUTH LINE OF THE PROPERTY DESCRIBED IN SPECIAL WARRANTY DEED RECORDED AUGUST 6, 2003 AS DOCUMENT 2003K137891, IN KANE COUNTY, ILLINOIS.

CONTAINING 898,169 SQ.FT. OR 20.6191 AC., MORE OR LESS.

P.I.N.: 06-25-400-035

THAT PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF KENYON ROAD, WEST OF THE WEST LINE OF MILES PARKWAY AND NORTH OF THE NORTH LINE OF SLADE ROAD, ALL DEDICATED AS DOCUMENT 2004K116375 RECORDED SEPTEMBER 2, 2004, AND LYING EAST OF THE EAST LINE OF PARCEL 1GG0001 OF ILLINOIS ROUTE 25 PER WARRANTY DEED RECORDED JANUARY 7, 2009 AS DOCUMENT 2009K000916, IN KANE COUNTY, ILLINOIS.

CONTAINING 731,137 SQ.FT. OR 16.7846 AC., MORE OR LESS.

P.I.N.: 06-36-200-024

THAT PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 36; THENCE SOUTH 00 DEGREES 30 MINUTES 31 SECONDS EAST, A DISTANCE OF 527.87 FEET ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 36 TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 30 MINUTES 31 SECONDS EAST, A DISTANCE OF 738.34 FEET CONTINUING ALONG THE LAST DESCRIBED COURSE TO A POINT 1338.20 FEET NORTH OF THE NORTH RIGHT OF WAY LINE OF WEST BARTLETT ROAD DEDICATED PER DOCUMENT NO. 2008K010201 AS MEASURED ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 36; THENCE SOUTH 89 DEGREES 29 MINUTES 29 SECONDS WEST, A DISTANCE OF 752.54 FEET ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE TO THE EAST RIGHT OF WAY LINE OF MILES PARKWAY DEDICATED PER DOCUMENT NO. 2004K116375; THENCE NORTHERLY ALONG SAID EAST RIGHT OF WAY LINE OF MILES PARKWAY ALONG A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 333.00 FEET, AN ARC DISTANCE OF 84.02 FEET AND CHORD BEARING NORTH 06 DEGREES 43 MINUTES 11 SECONDS EAST; THENCE NORTH 00 DEGREES 30 MINUTES 31 SECONDS WEST, A DISTANCE OF 655.21 FEET ALONG SAID EAST RIGHT OF WAY LINE OF MILES PARKWAY; THENCE NORTH 89 DEGREES 29 MINUTES 29 SECONDS EAST, A DISTANCE OF 742.00 FEET ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

CONTAINING 12.5836 ACRES, MORE OR LESS

P.I.N.: 06-36-200-019; 06-36-200-025

EXHIBIT C
BLUFF CITY PARCEL
LEGAL DESCRIPTION

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 25; THENCE NORTH 00 DEGREES 42 MINUTES 22 SECONDS WEST, A DISTANCE OF 336.79 FEET TO A POINT 1,163.55 FEET SOUTH OF THE NORTH LINE OF THE SOUTH 1500 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 25 AS MEASURED ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 25 AND ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 29 MINUTES 29 SECONDS WEST, A DISTANCE OF 740.84 FEET TO THE EAST RIGHT OF WAY LINE OF MILES PARKWAY DEDICATED PER DOCUMENT NO. 2004K116375; THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY LINE OF MILES PARKWAY AND THE SOUTHERLY RIGHT OF WAY LINE OF VULCAN BOULEVARD DEDICATED PER DOCUMENT NO. 2004K116375 THE FOLLOWING FIVE COURSES: THENCE NORTH 00 DEGREES 30 MINUTES 31 SECONDS WEST, A DISTANCE OF 874.48 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 87.00 FEET, AN ARC DISTANCE OF 135.40 FEET AND CHORD BEARING NORTH 44 DEGREES 04 MINUTES 32 SECONDS EAST; THENCE NORTH 88 DEGREES 39 MINUTES 36 SECONDS EAST, A DISTANCE OF 369.52 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 153.00 FEET, AN ARC DISTANCE OF 164.65 FEET AND CHORD BEARING NORTH 57 DEGREES 49 MINUTES 48 SECONDS EAST; THENCE NORTH 27 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 127.52 FEET TO A POINT ON SAID NORTH LINE OF THE SOUTH 1500 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 25; THENCE NORTH 88 DEGREES 39 MINUTES 36 SECONDS EAST, A DISTANCE OF 89.24 FEET ALONG SAID NORTH LINE, ALSO BEING THE SOUTH LINE OF VULCAN BOULEVARD DEDICATED PER DOCUMENT NO. 2004K116376 TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 25; THENCE SOUTH 00 DEGREES 42 MINUTES 22 SECONDS EAST, A DISTANCE OF 1,163.55 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

CONTAINING 740,520 SQUARE FEET OR 17.000 ACRES, MORE OR LESS.

P.I.N.: 06-25-400-034

EXHIBIT D
KELLEY IRA PARCEL
LEGAL DESCRIPTION

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 25; THENCE SOUTH 88 DEGREES 39 MINUTES 36 SECONDS WEST, A DISTANCE OF 742.08 FEET ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 25 TO THE EAST RIGHT OF WAY LINE OF MILES PARKWAY DEDICATED PER DOCUMENT NO. 2004K116375; THENCE NORTH 00 DEGREES 30 MINUTES 31 SECONDS WEST, A DISTANCE OF 347.55 FEET ALONG SAID EAST RIGHT OF WAY LINE OF MILES PARKWAY; THENCE NORTH 89 DEGREES 29 MINUTES 29 SECONDS EAST A DISTANCE OF 740.84 FEET TO THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 25; THENCE SOUTH 00 DEGREES 42 MINUTES 22 SECONDS EAST, A DISTANCE OF 336.79 FEET ALONG SAID EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 25 TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

CONTAINING 5.824 ACRES, MORE OR LESS

P.I.N.: 06-25-400-036

EXHIBIT E
HAWORTH IRA PARCEL
LEGAL DESCRIPTION

THAT PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 36; THENCE SOUTH 00 DEGREES 30 MINUTES 31 SECONDS EAST, A DISTANCE OF 527.87 FEET ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 36; THENCE SOUTH 89 DEGREES 29 MINUTES 29 SECONDS WEST, A DISTANCE OF 742.00 FEET ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE TO THE EAST RIGHT OF WAY LINE OF MILES PARKWAY DEDICATED PER DOCUMENT NO. 2004K116375; THENCE NORTH 00 DEGREES 30 MINUTES 31 SECONDS WEST, A DISTANCE OF 517.10 FEET ALONG SAID EAST RIGHT OF WAY LINE OF MILES PARKWAY TO THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 36; THENCE NORTH 88 DEGREES 39 MINUTES 36 SECONDS EAST, A DISTANCE OF 742.08 FEET ALONG SAID NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 36 TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

CONTAINING 8.9 ACRES, MORE OR LESS

P.I.N.: 06-36-200-023

EXHIBIT F
GIFFORD PARCEL

LEGAL DESCRIPTION PARCEL 1:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF WEST BARTLETT ROAD DEDICATED PER DOCUMENT NO. 2008K010201 AND THE SOUTHERLY EXTENSION OF THE MOST WESTERLY RIGHT OF WAY LINE OF MILES PARKWAY DEDICATED PER DOCUMENT NO. 2004K116375; THENCE NORTH 03 DEGREES 03 MINUTES 25 SECONDS WEST, A DISTANCE OF 426.19 FEET ALONG SAID SOUTHERLY EXTENSION OF THE MOST WESTERLY RIGHT OF WAY LINE OF MILES PARKWAY TO A SOUTHERLY RIGHT OF WAY LINE OF MILES PARKWAY; THENCE THE FOLLOWING THREE COURSES ALONG THE SOUTHERLY, SOUTHWESTERLY AND WESTERLY RIGHT OF WAY LINE OF SAID MILES PARKWAY: THENCE NORTH 88 DEGREES 49 MINUTES 56 SECONDS EAST, A DISTANCE OF 333.92 FEET; THENCE EASTERLY ALONG A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 117.00 FEET, AN ARC DISTANCE OF 185.13 FEET AND CHORD BEARING SOUTH 45 DEGREES 50 MINUTES 18 SECONDS EAST; THENCE SOUTH 00 DEGREES 30 MINUTES 31 SECONDS EAST, A DISTANCE OF 256.90 FEET TO THE NORTH RIGHT OF WAY LINE OF SAID WEST BARTLETT ROAD; THENCE THE FOLLOWING TWO COURSES ALONG THE NORTH RIGHT OF WAY LINE OF SAID WEST BARTLETT ROAD; THENCE SOUTH 44 DEGREES 06 MINUTES 47 SECONDS WEST, A DISTANCE OF 71.18 FEET; THENCE SOUTH 88 DEGREES 44 MINUTES 05 SECONDS WEST, A DISTANCE OF 383.33 FEET, TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

LEGAL DESCRIPTION PARCEL 2:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF WEST BARTLETT ROAD DEDICATED PER DOCUMENT NO. 2008K010201 AND THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 36; THENCE THE FOLLOWING TWO COURSES ALONG SAID NORTH RIGHT OF WAY LINE OF WEST BARTLETT ROAD: THENCE SOUTH 88 DEGREES 44 MINUTES 05 SECONDS WEST, A DISTANCE OF 280.02 FEET; THENCE NORTH 45 DEGREES 53 MINUTES 13 SECONDS WEST, A DISTANCE OF 70.25 FEET TO THE EAST RIGHT OF WAY LINE OF MILES PARKWAY DEDICATED PER DOCUMENT NO. 2004K116375; THENCE THE FOLLOWING EIGHT COURSES ALONG THE EASTERLY, NORTHEASTERLY AND SOUTHERLY RIGHT OF WAY LINES OF MILES PARKWAY: THENCE NORTH 00 DEGREES 30 MINUTES 31 SECONDS WEST, A DISTANCE OF 256.03 FEET; THENCE NORTHERLY ALONG A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 183.00 FEET, AN ARC DISTANCE OF 289.56 FEET AND CHORD BEARING NORTH 45 DEGREES 50 MINUTES 18 SECONDS WEST; THENCE SOUTH 88 DEGREES 49 MINUTES 56 SECONDS WEST, A DISTANCE OF 245.87 FEET; THENCE WESTERLY ALONG A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 38.45 FEET AND CHORD BEARING NORTH 47 DEGREES 06 MINUTES 45 SECONDS WEST; THENCE NORTH 03 DEGREES 03 MINUTES 25 SECONDS WEST, A DISTANCE OF 593.87 FEET; THENCE NORTHERLY ALONG A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 267.00 FEET, AN ARC DISTANCE OF 97.51 FEET AND CHORD BEARING NORTH 07 DEGREES 24 MINUTES 19 SECONDS EAST; THENCE NORTH 17 DEGREES 52 MINUTES 03 SECONDS EAST, A DISTANCE OF 127.83 FEET; THENCE NORTHERLY ALONG A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 333.00 FEET, AN ARC DISTANCE OF 22.78 FEET AND CHORD BEARING NORTH 15 DEGREES 54 MINUTES 28 SECONDS EAST; THENCE NORTH 89 DEGREES 29 MINUTES 29 SECONDS EAST, A DISTANCE OF 752.54 FEET ALONG A LINE AT RIGHT ANGLES TO SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 36; THENCE SOUTH 00 DEGREES 30 MINUTES 31 SECONDS EAST, A DISTANCE OF 1338.20 FEET ALONG SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 36, TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

CONTAINING 23.66 ACRES, MORE OR LESS

P.I.N.'s: 06-36-200-020; 06-36-200-021

Exhibit G
Concept Plan

EXHIBIT H
Preliminary PUD Plan

EXHIBIT I

Pre-Approved Site Plan



ABBOTT LAND • 125 ACRE KANE COUNTY PARCEL

PRELIMINARY P.U.D. PLAN

ABBOTT LAND AND INVESTMENT CORP.
Commercial and Industrial Real Estate

RECEIVED
QUALITY DEVELOPMENTS

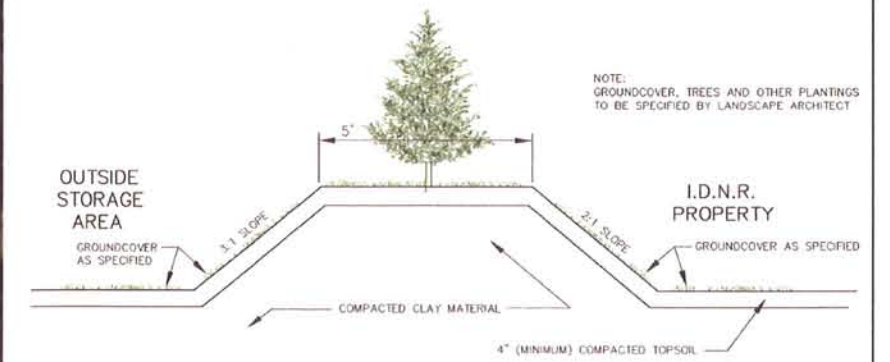
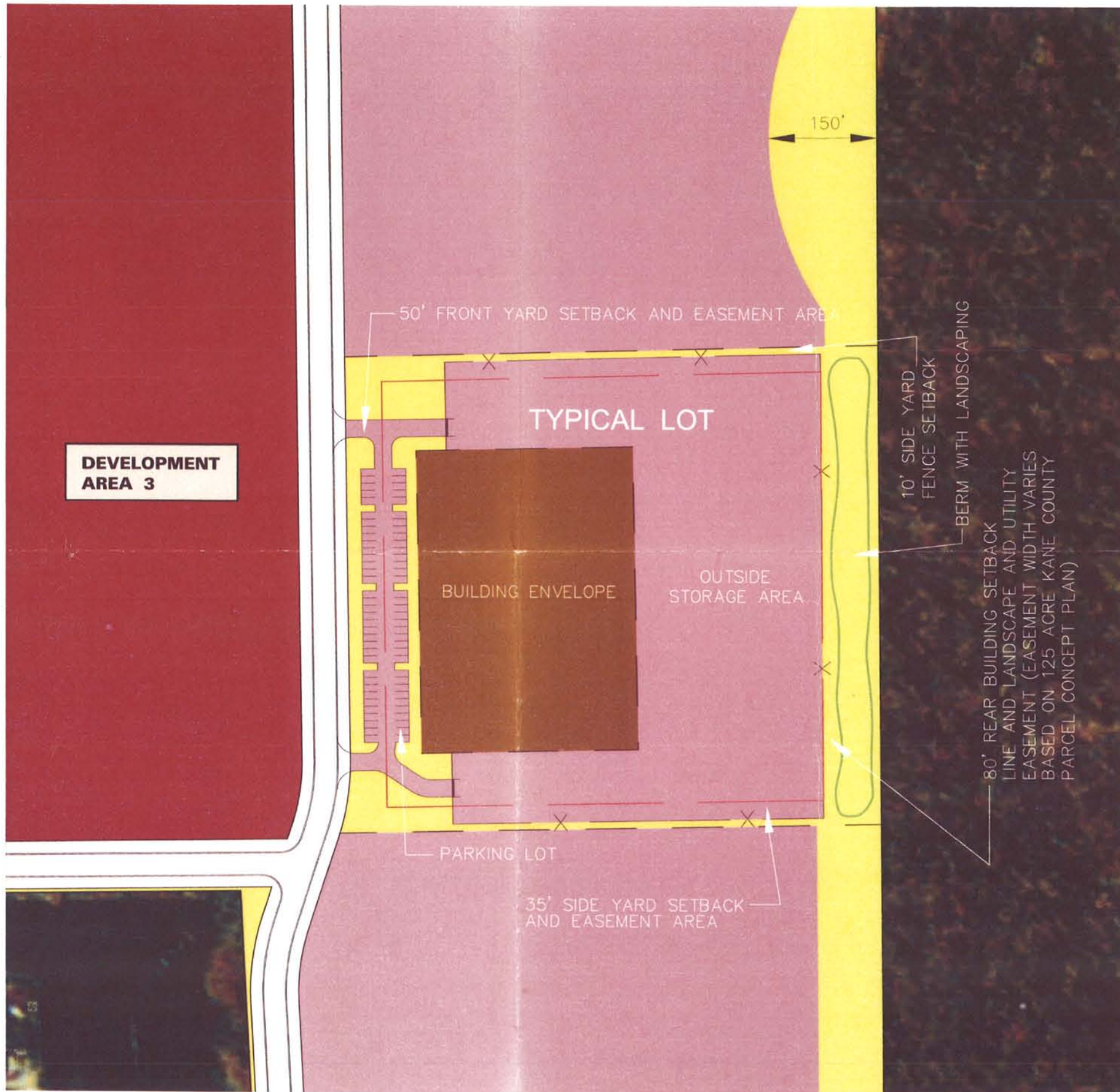
APR 28 2003

VILLAGE OF
BARTLETT

LAND
PLANNER

LAND VISION, INC.
116 WEST MAIN STREET, SUITE 208
ST. CHARLES, IL 60174
(630) 384-0591 FAX: (630) 384-0592

SHET 1 OF 1
DATE: 04/23/03
DRAWN BY: J. J. JONES
CHECKED BY: J. J. JONES

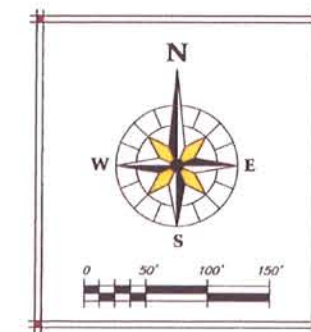


BERM DETAIL (NOT TO SCALE)

NOTE: A BERM WILL BE CONSTRUCTED ON LOTS 6 THRU 10, NO BERM WILL BE BUILT ON LOT 12.

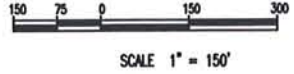
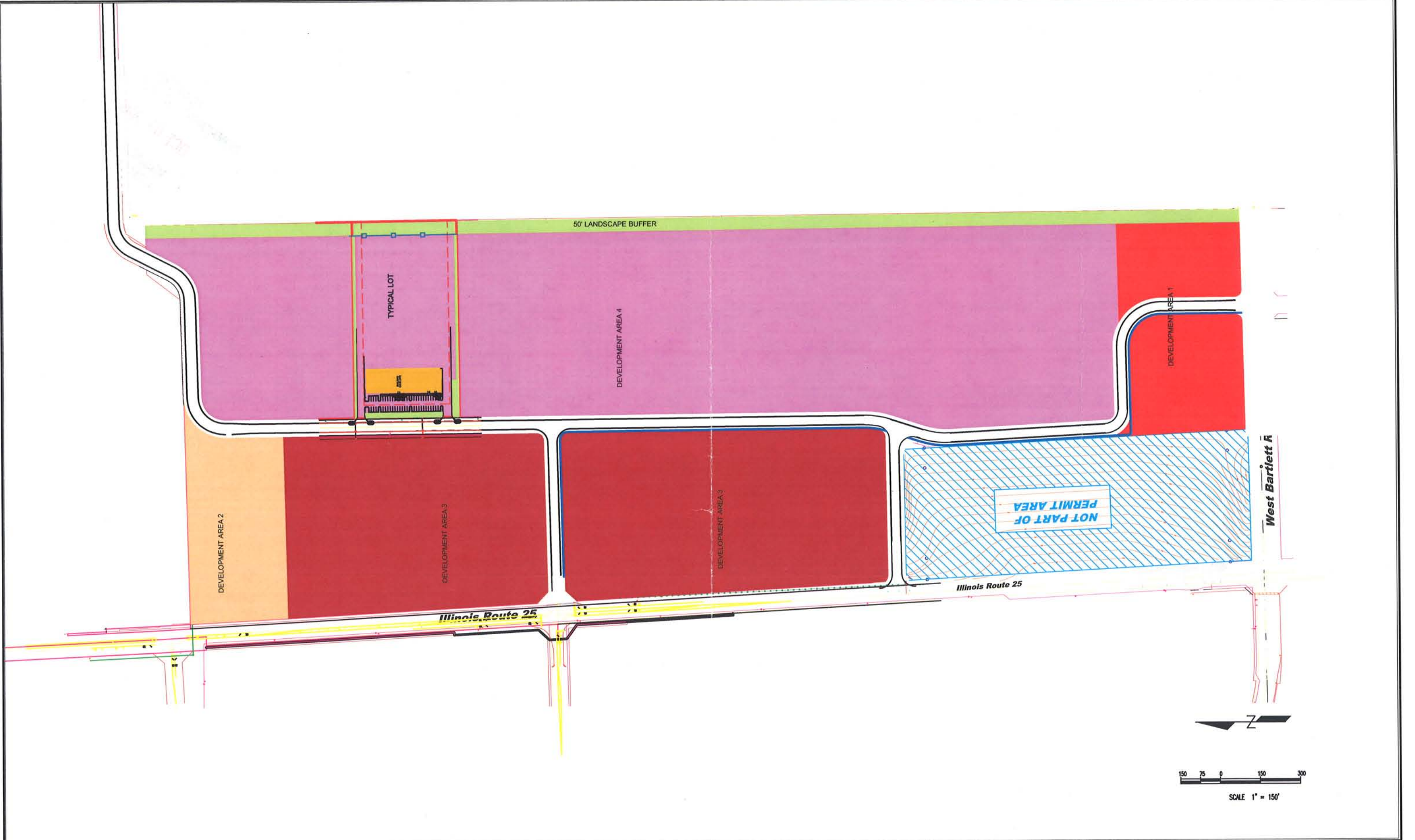


STORAGE AREA PAVEMENT DETAIL (NOT TO SCALE)



ORIGINAL PRE-APPROVED SITE PLAN

ABBOTT LAND · PRE-APPROVED SITE PLAN




ABBOTT LAND AND INVESTMENT CORP.
 Commercial and Industrial Real Estate
 2250 Southwind Boulevard ■ Bartlett, Illinois 60103
 Phone 630-497-9440 ■ fax 630-497-3477

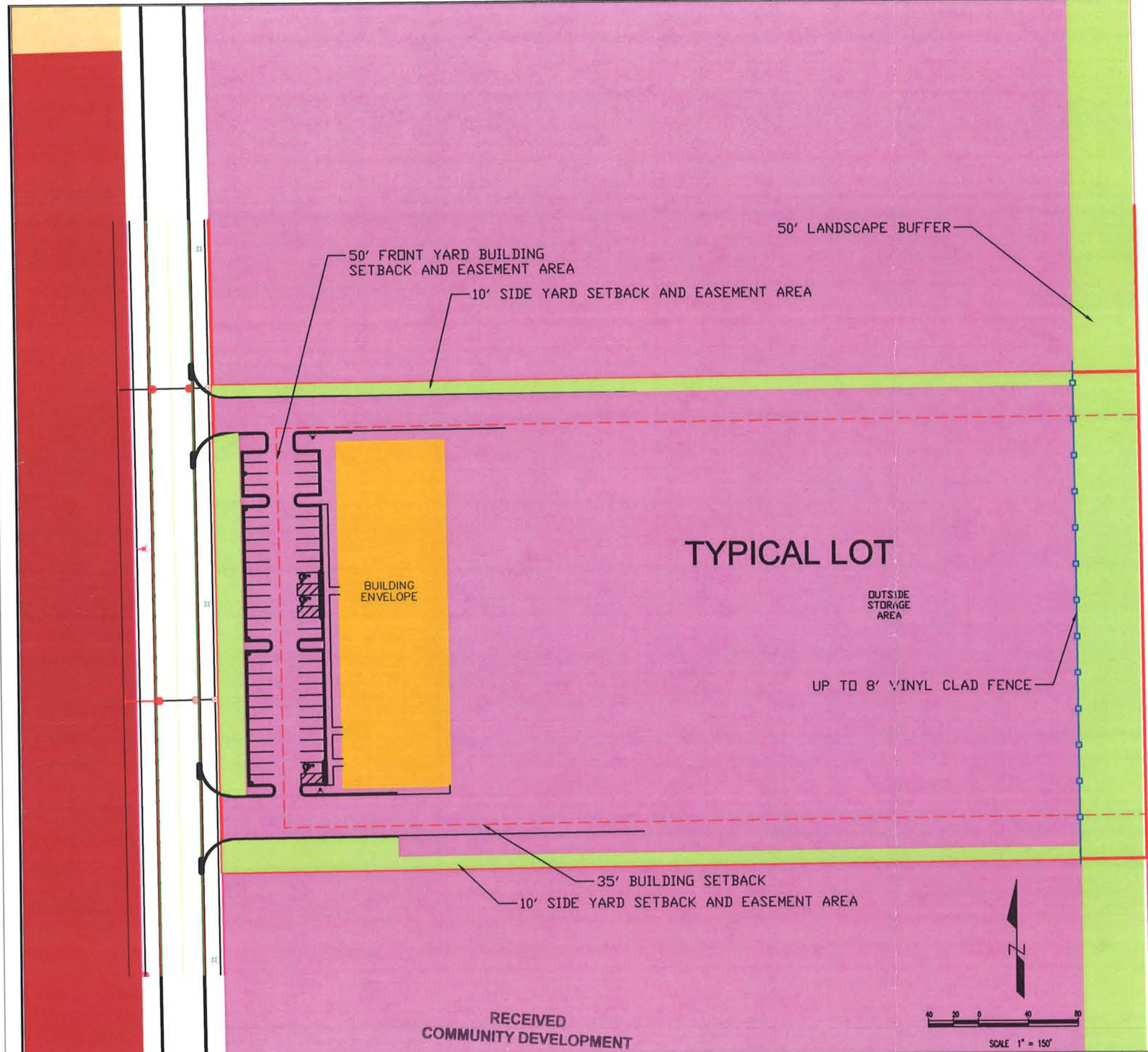
DATE	DESCRIPTION OF REVISION	BY

DESIGNED	MSD	OWNER	xxx
DRAWN	MSD	Proj Type	xxx
APPROVED		Proj #	xxx
DATE	7-15-15	Folder	xxx
SCALE	1"=150'	File	xxx

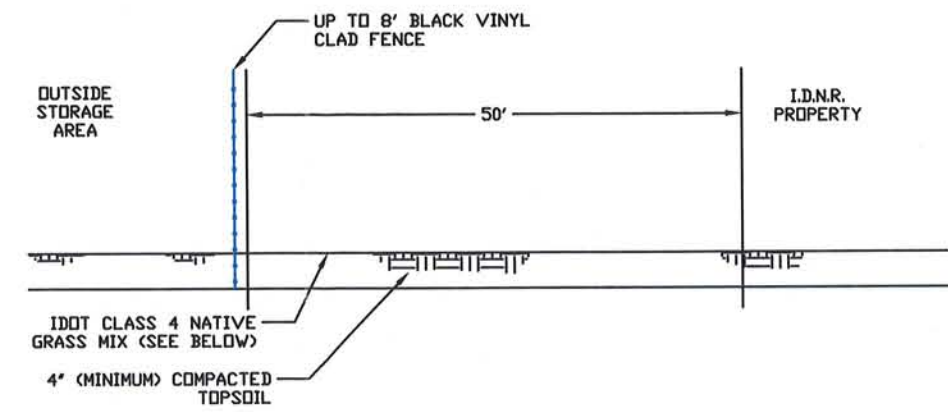
NOTICE
This print and its contents are the property of Bluff City Materials, Inc. and are subject to return upon demand and is not to be used in any way that could be considered to be detrimental to their interests.
TOLERANCES (EXCEPT AS NOTED)

Location
Blue Heron Buis Park
 Title
 Exhibit D: Concept Plan

SHEET
1
 1

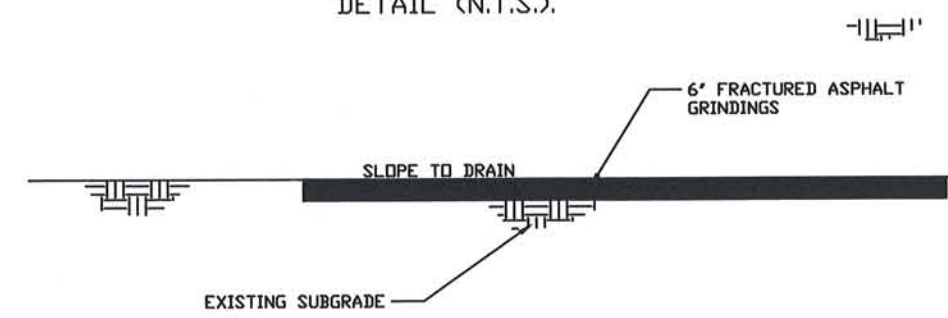


50' BUFFER DETAIL (N.T.S.)



CLASS - TYPE	SEEDS	LB/ACRE(KG/HECTARE)
4	Native Grass 6/, 8/	
	Andropogon Gerardl (Big Blue Stem) 5/	4 (4)
	Andropogon Scoparius (Little Blue Stem) 5/	5 (5)
	Bouteloua Curtipendula (Side-Dats Grama) 5/	5 (5)
	Elymus Canadensis (Canada Wild Rye) 5/	1 (1)
	Panicum Virgatum (Switch Grass) 5/	1 (1)
	Sorghastrum Nutans (Indian Grass) 5/	2 (2)
	Annual Ryegrass	25 (25)
	Dats, Spring	25 (25)
	Perennial Ryegrass	15 (15)

STORAGE AREA PAVEMENT DETAIL (N.T.S.)



FRAP Specifications

- Material: Course Graded FRAP (Fractionated Reclaimed Asphalt Pavement)
- Gradation: Meet IDOT CA-7 Gradation for course aggregate materials.
- Porosity: Minimum Porosity of 33%

ABBOTT LAND AND INVESTMENT CORP.
Commercial and Industrial Real Estate
2250 Southwind Boulevard • Bartlett, Illinois 60103
Phone 630-497-9440 • fax 630-497-3477

OCT 23 2015
VILLAGE OF BARTLETT

DATE	DESCRIPTION OF REVISION	BY	DESIGNED	MSD	OWNER	xxx
			DRAWN	MSD	Proj Type	xxx
			APPROVED		Proj #	xxx
			DATE	10-23-15	Folder	xxx
			SCALE	1"=40'	File	xxx

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TOLERANCES
(EXCEPT AS NOTED)

Location
Blue Heron Buis Park

Title
Exhibit H: Pre-approved Site Plan

SHEET
1

S:\autocad\DRAWINGS\ACAD_WORKING\Bluff City Materials\1508-Blue Heron Bus Park\Presentation\Concept Plan Exhibits 7-14-15.dwg, 10/23/2015 11:43:04 AM, 1:2.16266



Agenda Item Executive Summary

Item Name Overhead Sewer Program Committee
or Board Committee

BUDGET IMPACT

Amount: NA Budgeted \$50,000
List what
fund Sewer Fund

EXECUTIVE SUMMARY

Trustee Deyne requested information regarding our overhead sewer program and the possibility of amending the program to include rental properties. The overhead sewer program assists residents that have gravity sewers/floor drains in their basement that experience sewer backups during heavy rain events to convert to overhead sewers. My understanding is the program has been in place since the early 1990's. It started out as a 50/50 program where residents paid 50% and the Village contributed 50% towards the cost of converting to the overhead sewer. Since there wasn't much activity with residents converting to overhead sewers, in the early 2000's, the policy was updated (attached) and it was decided that the Village would pay 100% of the cost to convert to overhead sewers.

The policy specifies that only owner occupied, single-family homes that have experienced sanitary sewer backups are eligible. Commercial, industrial, and multi-family & rental residential properties were not included. Multi-family buildings were not included because many of them only had one sanitary service serving the multi-units therefore it made it difficult to have all units agree to have the overhead system installed since one unit would be responsible for the ejector pump. Residential rental properties were not included because they were considered "commercial" since the landlords were profiting on the rental property therefore, they should pay for the conversion themselves.

ATTACHMENTS (PLEASE LIST)

- Memo
- Overhead Sewer Specifications
- Overhead Sewer Requirements

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion
-

MOTION:

Staff: Dan Dinges, Director of Public Works

Date: 10/28/2015

PUBLIC WORKS MEMO



DATE: October 28, 2015

TO: Valerie Salmons
Village Administrator

FROM: Dan Dinges, PE
Director of Public Works

SUBJECT: Overhead Sewer Program

Trustee Deyne requested information regarding our overhead sewer program and the possibility of amending the program to include rental properties. The overhead sewer program assists residents that have gravity sewers/floor drains in their basement that experience sewer backups during heavy rain events to convert to overhead sewers. My understanding is the program has been in place since the early 1990's. It started out as a 50/50 program where residents paid 50% and the Village contributed 50% towards the cost of converting to the overhead sewer. Since there wasn't much activity with residents converting to overhead sewers, in the early 2000's the policy was updated (attached) and it was decided that the Village would pay 100% of the cost to convert to overhead sewers.

The policy specifies that only owner occupied, single-family homes that have experienced sanitary sewer backups are eligible. Commercial, industrial, and multi-family & rental residential properties were not included. Multi-family buildings were not included because many of them only had one sanitary service serving the multi-units therefore it made it difficult to have all units agree to have the overhead system installed since one unit would be responsible for the ejector pump. Residential rental properties were not included because they were considered "commercial" since the landlords were profiting on the rental property therefore, they should pay for the conversion themselves.

The following is the history of overhead sewer systems that have been completed over the last 5 years:

FY 10/11	\$51,145	7 installed
FY 11/12	\$6,700	1 installed
FY 12/13	\$4,200	1 installed
FY 13/14	\$7,100	1 installed
FY 14/15	\$39,800	4 installed
FY 15/16	\$38,100 (to date)	4 installed (to date)

**Village of Bartlett
Public Works Department
Overhead Sewer Program**

Overview

The Overhead Sewer Program was developed by the Village to assist homeowners who have experienced sanitary sewer backups. Many older homes have gravity sewer systems, which can allow sewage from the sewer mains to back up into the homes under certain circumstances (such as during heavy rains). The installation of overhead sewer systems in new home construction to eliminate this problem became Village code in the 1980s. Through the Overhead Sewer Program, the Village pays the reasonable cost for converting a gravity sewer system to an overhead sewer system.

The Overhead Sewer Program does not correct problems associated with groundwater seepage into a basement. Groundwater seepage is caused by excessive water around the foundation of the home, and can be corrected through the use of proper drain tiles and sump pumps. If groundwater seepage is a problem, the homeowner should contact a plumber or a contractor specializing in basement waterproofing to correct the problem.

Eligibility

This program is only available to owner occupied, single-family homes who have experienced sanitary sewer backup from the Village mains. Rental, multi-family, and commercial properties are not eligible. Homes that have had backups from problems in the home service line (such as roots in the line) are not eligible.

This program only pays the cost of installation of an overhead sewer system. Other flood control devices such as backflow valves are not eligible.

Scope of Work

Installation of an overhead sewer system involves re-routing floor drains, laundry tubs, and any other drain that is below ground level to flow into an ejector pit. All lines that are disconnected are to be properly sealed. Sewage from the ejector pit is then pumped into the sanitary sewer line. The sewage ejector pump discharges into the sanitary sewer line above ground level, eliminating the possibility of sewage coming up through those drains. All of the upstairs plumbing continues to flow into the sanitary sewer by gravity.

There are no set instructions or plans for exactly how the overhead sewer is to be installed. Contractors must evaluate homes individually work to out the best way to accomplish the installation. The installation should be planned to 1) minimize the work areas, 2) put the equipment in an area convenient to the homeowner, 3) allow the work to be done in a quick and efficient manner, and 4) consider the future needs of the homeowner. It is the responsibility of the

contractor to insure that these concerns are met in a manner that meets current Village of Bartlett Building codes.

The installation of an overhead sewer system in an existing home involves plumbing that may not meet current building codes. The contractor is not responsible for repairing existing conditions that do not meet code, but is responsible to see that the work done as part of this program is done per code. (As an example, if sink in the basement is not properly vented, the contractor is responsible to vent the sink only if the sink is re-plumbed as part of the program.)

Electric Work

Sewage ejector pumps and sump pumps require dedicated electric outlets. These outlets are to be installed by a licensed electrician, and must comply with current Village of Bartlett Building code. Contractors are asked to contact the Bartlett Building Department at (630) 837-0800 with any question regarding current electric codes.

Spoils

All spoils are to be removed from the jobsite by the contractor. For purposes of this program, spoils shall include concrete, soil, gravel, and any other debris generated as a result of the overhead sewer installation.

Restoration

The contractor is required to restore those areas worked in, with the exceptions of drywall or paneling, painting, floor tile, carpeting or any other floor covering. Those areas inside the home where concrete is removed are to be restored to floor grade with concrete. Any areas outside the home where excavating is required are to be properly backfilled with gravel and 6" of top soil. The contractor is to leave the job site in "broom clean" condition.

Homeowner Responsibilities

While the program does pay the majority of the costs involved with converting to an overhead sewer system, there are some costs incurred by the homeowner. The Village does not pay for drywall, paneling, painting, tile or flooring.

Homeowners are also required to correct problems that contribute to the general sewer system back-up problem. Sump pumps and foundation drain tiles dump excess groundwater into the sanitary sewer system, which is a major cause of sewer back-ups. Any sump pump or foundation drain tile connections to the sanitary sewer must be disconnected at the expense of the homeowner. Disconnection of sump pumps and/or perimeter tiles must be accomplished at the same time as the overhead sewer work is being done.

Initial Inspection

Prior to any work being done, an inspection must be scheduled with the homeowner, plumber, and Public Works Department. The inspection must be

scheduled on weekdays between 8:00 AM and 4:00 PM. The purpose of the inspection is to look at the existing conditions in the home and determine the best way to proceed with the overhead sewer installation.

Proposal to Village

Due to the nature of this work, the plumber is expected to act as general contractor for the project. A single proposal should be submitted to the Village for those cost associated with the project that are covered by the Overhead Sewer Program. This proposal should detail labor and materials costs for the contractor and any subcontractors involved in the project. It should also include a drawing showing the proposed location of the sewage ejector pit and how existing lines are to be re-routed. All proposals for overhead sewer installation should be sent to:

**Village of Bartlett
Public Works Department
1150 Bittersweet Drive
Bartlett, Illinois 60103-8807**

The submitted proposal will be reviewed by the Village. If the proposal is accepted, a purchase order will then be issued to the contractor. One purchase order will be issued to the general contractor for the full amount of the project, including any work to be done by subcontractors. It is the responsibility of the general contractor to pay all subcontractors.

Proposal to Homeowner

The contractor must also submit a proposal to the homeowner for those items that are required to be done that are not covered by the program. These items include installation of sump pump or disconnection of a foundation perimeter tile. As with the proposal to the Village, the proposal to the homeowner should detail labor and materials costs for the contractor and any subcontractors involved in the project.

After the proposals have been submitted, the contractor must be available to meet with the homeowner and the Village to answer any questions that arise regarding the work to be done.

Building Permits

The Public Works Department will obtain the necessary building permit for the project.

Building Codes

The purpose of this document is the contractor a general overview of the overhead sewer program requirements. This document is not intended to supersede applicable state or local building codes. It is the responsibility of the contractor to follow all applicable state and local building codes. Contractors are

asked to contact the Bartlett Building Department at (630) 837-0800 with any question regarding current building codes.

Licensing

The contractor and any subcontractors are to be properly licensed by the Village of Bartlett. Applications for contractor licensing are available at the following location:

**Village of Bartlett
228 S. Main Street
Bartlett, Illinois 60103
(630) 837-0800**

Inspections

All work is to be properly inspected by the Village of Bartlett Building Department. It is the responsibility of the contractor to schedule inspections. No payment will be made to the contractor without an approved final inspection report.

All work is to be completed per applicable Village of Bartlett Building Codes. All work is to be done in a professional manner.

Payout

No payment will be made to the contractor until after a final inspection is completed by the Bartlett Building Department.

After payment has been made to the contractor, the installed overhead sewer system becomes the property of the homeowner. All expenses pertaining to the ongoing operation and maintenance of the overhead sewer system are the responsibility of the homeowner.

Maintenance of Overhead Sewer System: All pumps, piping, plumbing fixtures, and electrical wiring installed as part of the overhead sewer program become the property of the homeowner. Maintenance of said equipment is the sole responsibility of the homeowner.

Village of Bartlett Overhead Sewer Requirements

Contractor Requirements: All plumbing work shall be performed by a licensed plumber, per the 1993 Illinois State Plumbing Code. All electrical work shall be performed by a licensed electrician, certified from an established commission. All contractors shall possess a valid Village of Bartlett Contractors License.

Inspections: All plumbing work shall comply with the Bartlett Municipal Code Chapter 9: Building Code and the 1993 Illinois State Plumbing Code. All electrical work shall comply with Bartlett Municipal Code Chapter 9: Building Code and the current Nation Electrical Code. All work shall be inspected by the Village of Bartlett Building Department. It shall be the sole responsibility of the contractor to schedule inspections.

Payments to Contractor: The contractor shall submit bills for payment directly to the Village of Bartlett Public Works Department. No payments shall be made to the contractor by the Village until all of the work has passed a final inspection from the Village of Bartlett Building Department.

Sump Pump Connections: All connections to the sanitary sewer from the house sump pump shall be permanently disconnected and all associated piping shall be removed as a requirement to participating in the overhead sewer program. This work shall be done at the sole expense of the homeowner.

Perimeter Tile Connections: All connections to the sanitary sewer from the house perimeter foundation drain tile shall be permanently disconnected as a requirement to participating in the overhead sewer program. This work shall be done at the sole expense of the homeowner.

Removal of Debris: All dirt, gravel, concrete, and other materials generated as a result of the installation of the overhead sewer system shall be removed from the property and disposed of by the contractor.

Maintenance of Overhead Sewer System: All pumps, piping, plumbing fixtures, and electrical wiring installed as part of the overhead sewer program become the property of the homeowner. Maintenance of said equipment is the sole responsibility of the homeowner.

General: The contractor shall take precautions to minimize clean-up. All works shall be performed in a professional manner.