

**PLANNED UNIT DEVELOPMENT COMMERCIAL
STATEMENT OF INTENT & AGREEMENT**

This STATEMENT OF INTENT AND AGREEMENT is entered into this ____ day of _____, 2004 (hereafter referred to as the "Agreement") by and between the VILLAGE OF PLAINFIELD, a municipal corporation located in Will County, Illinois, (hereafter referred to as "VILLAGE") and PRAIRIE CREEK DEVELOPMENT, LLC and 59 R.E. LLC (hereafter collectively referred to as "OWNER/DEVELOPER").

WHEREAS, 59 R.E. LLC is the owner of record of real estate described in Exhibit "A" (hereafter referred to as "Commercial Site"), and Prairie Creek Development LLC is the owner of record of real estate described in Exhibit "B" (hereafter referred to as "River Site"), and commonly referred to as PRAIRIE CREEK (hereafter collectively referred to as "DEVELOPMENT"); and

WHEREAS, this development is a Planned Unit Development allowing for innovation, creativity and design efforts; and

WHEREAS, the Zoning Ordinance provides for Planned Unit Developments that meet the following objectives:

- (1) To stimulate creative approaches to the residential, commercial and industrial development of land.
- (2) To provide more efficient use of land.
- (3) To preserve natural features and provide open space areas.
- (4) To develop new approaches to the living environment through variety in type, design and layout of residential structures, commercial and industrial buildings, transportation systems, and public facilities.
- (5) To accommodate diversification of permitted land uses and variation in the relationship of uses, structures, open spaces and structural height in projects conceived as a cohesive unified development consistent with the Village Comprehensive Plan; and

WHEREAS, the VILLAGE is authorized by the Illinois Municipal Code (65 ILCS 5/9-5-1 et. seq.) to adopt Special Uses for the Purposes of establishing a Planned Unit Development.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the parties hereto agree as follows:

1. INCORPORATION OF RECITALS AND EXHIBITS

The foregoing recitals are hereby incorporated into the body of this agreement as if fully set forth and repeated herein. Any exhibit referred to in this agreement and attached hereto shall also be considered Incorporated herein by express reference.

2. PHASING

OWNER/DEVELOPER will be allowed to develop the project in phases. The Commercial Site will be developed first. Subsequently, the RiverSite will be developed. A golf course may be developed either in conjunction with the River Site or subsequent to the River Site development.

3. NON-RESIDENTIAL DESIGN

OWNER/DEVELOPER agree to follow the provisions of the Design Guidelines for Planned Unit Developments that pertain to Non-Residential Guidelines and Landscape Design for the Commercial Site. The Guidelines are intended to help assure the design excellence of the project. The DEVELOPMENT should follow the recommendations, at a minimum. The Commercial Site may be developed with a zero building setback facing or adjacent to the entrance boulevard which is an extension of existing Joseph Avenue. Buildings adjacent to Joseph Avenue extended shall be front loaded (parking in rear). OWNER/DEVELOPER shall construct the buildings substantially depicted on Exhibit "C", however OWNER/DEVELOPER reserves the right to vary the building footprint to meet market conditions as long as the spirit and intent (front loaded, zero setback on Joseph Avenue extended) of Exhibit "C" is met.

4. PARKING

The parking requirements for the Commercial Site shall average four and one-half (4.5) parking spaces per each one thousand (1,000) square feet of commercial/retail gross floor area, and three and one-third (3.3) parking spaces per each thousand (1,000) square feet of office gross floor area. The parking requirements for the River Site shall be as required by Village Ordinance.

5. RIVER SITE

The OWNER/DEVELOPER agrees to grant an easement to the Park District for a bike trail along the subject site substantially as depicted in the Concept Plan attached hereto as Exhibit "C".

In the event the River Site is rezoned to allow townhomes or condominiums, the design standards provided in Exhibit "D" attached hereto shall apply to

construction within the River Site. The Village Board may approve changes or amendments to the design standards which shall be considered a minor change to this Agreement.

5. PRIVATE ROADS

All subdivided lots in the River Site and possibly some subdivided lots in the Commercial Site shall be allowed even though they do not face a publicly dedicated street but rather face a private road constructed pursuant to Village requirements.

6. FENCING

The Commercial Site shall provide that all fencing in areas adjacent to residential developments, park sites, open spaces or commonly owned spaces shall be the same type, color, and height throughout said areas and in conformance with Village Ordinances. Furthermore, the fencing will be surrounded with landscape to soften the impact of large areas of fencing. Wherever possible, the use of landscaping is strongly encouraged to substitute as a screening function for fencing.

7. AMENDMENTS

This agreement may be amended only with the mutual consent of the parties by a duly executed written instrument. In the case of the VILLAGE, the written instrument may only be in the form of an ordinance duly adopted in accordance with applicable laws. Modifications subsequent to this Agreement's adoption shall require a public hearing and procedures consistent with law.

8. ENFORCEMENT

This agreement shall be enforceable by any action at law or in equity, including actions for specific performance and injunctive relief. The laws of the State of Illinois shall control the construction and enforcement of this agreement. The parties agree that all actions instituted on this agreement shall be commenced and heard in the Circuit Court of Will County, Illinois, and hereby waive venue in any other court of competent jurisdiction. Before any failure of any party to perform any obligation arising from this agreement shall be deemed to constitute a breach, the party claiming the breach shall notify the defaulting party in writing, by way of certified mailing, and demand performance. No breach of this agreement shall have been found to have occurred if performance is commenced to the satisfaction of the complaining party within thirty (30) days of the receipt of such notice.

9. EFFECT OF SUCCESSORS

This agreement shall be binding upon and inure to the benefit of the VILLAGE and its successor municipal corporations and corporate authorities. This agreement shall be binding upon and inure to the benefit of OWNER/ DEVELOPER and their grantees, lessees, assigns, successors and heirs.

10. SEVERABILITY

If any provision, covenant, agreement or portion of this agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provision, covenants, agreement or portions of this agreement this agreement are declared to be severable.

11. EFFECT OF THIS AGREEMENT

The provisions of this agreement shall supersede the provisions of any ordinances, codes, policies or regulations of the Village which may be in conflict with the provisions of this agreement.

12. DURATION

This agreement is a part of the Special Use that runs with the land as stated in the Village Code.

13. NOTICE

Any notice or demand hereunder from one party to another party or to an assignee or successor in interest of either party or from an assignee or successor in interest of either party to another party, or between assignees or successors in interest, either party shall provide such notice or demand in writing and shall be deemed duly served if mailed by prepaid registered or certified mail addressed as follows:

If to the VILLAGE:

Kathy O'Connell, Village President
24000 W. Lockport St.
Plainfield, IL 60544

Terry L. Burghard, Village Administrator
24000 W. Lockport St.
Plainfield, IL 60544

With copies to:

Jim Harvey, Village Attorney
McKeown, Fitzgerald, Zollner, Buck, Hutchinson, & Ruttle
2455 Glenwood Ave., Joliet, IL 60435

If to any owner of record of any real property located within the subject property, or the OWNER/DEVELOPER:

Prairie Creek Development LLC
Attn: Mr. Clayton R. Olsen
1805 High Grove Lane
Naperville, IL 60563

With copies to:

Mr. Paul M. Mitchell
Kuhn, Mitchell, Moss
111 E. Jefferson Ave.
P.O. Box 359
Naperville, IL 60566-0359

Or to such address as any party hereto or an assignee or successor in interest of a party hereto may from time to time designate by notice to the other party hereto or their successors in interest.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed the day and year first above written.

THE VILLAGE OF PLAINFIELD
a Municipal Corporation

OWNER/DEVELOPER:

Prairie Creek, LLC

By: _____
Village President

By: _____
Clayton R. Olsen, Manager

ATTEST:

By: _____
Frank L. Bogdan, Manager

By: _____
Village Clerk

59 R.E. LLC

RECORD & RETURN TO:
Village of Plainfield
Village Clerk
24000 W. Lockport St.
Plainfield, IL 60560

By: _____
Clayton R. Olsen, Manager

By: _____
Frank L. Bogdan, Manager

COMMERCIAL SITE

LOT 3 IN C.B.& I. INDUSTRIES INC. SUB. UNIT #1, A SUBDIVISION OF THE SOUTHWEST ¼ OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 14, 1993, AS DOCUMENT NUMBER R93-79742, IN WILL COUNTY, ILLINOIS,

EXCEPT THAT PART TAKEN FOR ILLINOIS ROUTE 59 PER DOCUMENT NUMBER 1999-150357,

AND EXCEPT THAT PART LYING SOUTH AND WEST OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE NORTHERN MOST NORTHEAST CORNER OF LOT 2 IN SAID SUBDIVISION; THENCE NORTH 89 DEGREES 54 MINUTES 15 SECONDS EAST, 460.00 FEET ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 2; THENCE SOUTH 01 DEGREE 33 MINUTES 27 SECONDS WEST, 1359.72 FEET TO A SOUTHEAST CORNER OF SAID LOT 3 AND THE TERMINUS OF SAID LINE,

AND EXCEPT THAT PART LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE NORTHERN MOST NORTHEAST CORNER OF LOT 2 IN SAID SUBDIVISION; THENCE NORTH 89 DEGREES 54 MINUTES 36 SECONDS EAST, 439.60 FEET ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 2 TO THE POINT OF BEGINNING: THENCE NORTH 00 DEGREES 46 MINUTES 39 SECONDS EAST, 190.69 FEET; THENCE NORTH 35 DEGREES 33 MINUTES 53 SECONDS WEST, 300.23 FEET; THENCE NORTH 25 DEGREES 35 MINUTES 07 SECONDS WEST, 190.36 FEET; THENCE NORTH 03 DEGREES 44 MINUTES 56 SECONDS WEST, 258.66 FEET; THENCE NORTH 08 DEGREES 46 MINUTES 50 SECONDS EAST, 973.66 FEET TO A POINT OF TERMINUS ON THE NORTH LINE OF SAID LOT 3, SAID POINT BEING 603.93 FEET WESTERLY OF THE NORTHEAST CORNER OF SAID LOT, AS MEASURED ALONG THE NORTH LINE THEREOF.

Commonly known as: 1501 North Division Street, Plainfield, Illinois 60544

P.I.N. 03-03-302-004

EXHIBIT "A"

RIVER SITE

LOT 3 IN C.B.& I. INDUSTRIES INC. SUB. UNIT #1, A SUBDIVISION OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 14, 1993, AS DOCUMENT NUMBER R93-79742, IN WILL COUNTY, ILLINOIS,

EXCEPT THAT PART TAKEN FOR ILLINOIS ROUTE 59 PER DOCUMENT NUMBER 1999-150357,

AND EXCEPT THAT PART LYING SOUTH AND WEST OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE NORTHERN MOST NORTHEAST CORNER OF LOT 2 IN SAID SUBDIVISION; THENCE NORTH 89 DEGREES 54 MINUTES 15 SECONDS EAST, 460.00 FEET ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 2; THENCE SOUTH 01 DEGREE 33 MINUTES 27 SECONDS WEST, 1359.72 FEET TO A SOUTHEAST CORNER OF SAID LOT 3 AND THE TERMINUS OF SAID LINE,

AND EXCEPT THAT PART LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE NORTHERN MOST NORTHEAST CORNER OF LOT 2 IN SAID SUBDIVISION; THENCE NORTH 89 DEGREES 54 MINUTES 36 SECONDS EAST, 439.60 FEET ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 2 TO THE POINT OF BEGINNING: THENCE NORTH 00 DEGREES 46 MINUTES 39 SECONDS EAST, 190.69 FEET; THENCE NORTH 35 DEGREES 33 MINUTES 53 SECONDS WEST, 300.23 FEET; THENCE NORTH 25 DEGREES 35 MINUTES 07 SECONDS WEST, 190.36 FEET; THENCE NORTH 03 DEGREES 44 MINUTES 56 SECONDS WEST, 258.66 FEET; THENCE NORTH 08 DEGREES 46 MINUTES 50 SECONDS EAST, 973.66 FEET TO A POINT OF TERMINUS ON THE NORTH LINE OF SAID LOT 3, SAID POINT BEING 603.93 FEET WESTERLY OF THE NORTHEAST CORNER OF SAID LOT, AS MEASURED ALONG THE NORTH LINE THEREOF.

EXHIBIT "B"

**PRAIRIE CREEK DEVELOPMENT
RESIDENTIAL DESIGN STANDARDS**

The following design standards for the townhome/condominium product within this development are intended to minimize the bulk and massing of these multi-family units. The ultimate goal of these design standards is to create distinctive neighborhoods of multi-family dwellings. In order to achieve the goals of creating a more creative and innovative attached product design, the following design standards shall be required:

- (a) No townhome/condominium shall be less than 1,650 square feet. Exterior materials may include brick, stone, cedar siding, stucco and dryvit, and shall include architectural grade roof products. No aluminum or vinyl siding is allowed. Street-scape architecture shall include multiple rooflines and street facing gables of various sizes and depth. Unless there is underground parking, no more than 50% of the garage doors shall be double doors, and no more than 50% of the garage doors shall be of the same design.
- (b) The Applicant agrees to meet the Village's Site Plan Review Ordinance and the Village's PUD Design Guidelines in addition to the design standards contained herein.
- (c) Design integrity will be obtained by incorporating building elevations with the following architectural elements:
 - i. Building elevations will incorporate multiple rooflines.
 - ii. Each townhome unit will incorporate a minimum of one gable on each front elevation. Each condominium building will incorporate multiple gables on the front elevation.

