

UNOFFICIAL COPY

Prepared by
KLEIN, THORPE & JENKINS, LTD.
20 North Wacker Drive Suite 1660
Chicago, Illinois 60606



0515103100

Doc#: 0515103100
Eugene "Gene" Moore Fee: \$182.00
Cook County Recorder of Deeds
Date: 05/31/2005 02:41 PM Pg: 1 of 80

FOR RECORDER'S USE

**DEVELOPMENT AGREEMENT
BETWEEN VILLAGE OF BURR RIDGE AND
OPUS NORTH CORPORATION
(BURR RIDGE TOWN CENTER)**

**AFTER RECORDING MAIL TO
RECORDER'S BOX 324
[TMB/DS]**

UNOFFICIAL COPY

564006/00071/22865174/14

rezone of the Subject Property and granting of a special use for a preliminary planned unit
Illinois and ordinances of the Village, including the filing of a petition by the Owner requesting a
5. The parties hereto have fully complied with all relevant statutes of the State of

special use for a preliminary planned unit development, all as indicated below.
4. Owner has petitioned for rezoning of the Subject Property and granting of a
special use for a planned unit development.

set forth in this Agreement under the provisions of the Burr Ridge Zoning Ordinance with a
3. The parties hereto desire that the Subject Property be developed in the manner as
Lifetime Fitness and contains approximately 20 acres.

2. The Subject Property is located in the Burr Ridge Corporate Park adjacent to
effective, if at all, on such date.

nominee becoming the record title holder of the Subject Property and shall only become
contract purchaser of the Subject Property. This Agreement is contingent upon Owner or its
attached hereto and hereby made a part hereof (the "Subject Property"). Owner currently is the
1. The property subject to this Agreement is legally described on EXHIBIT 1

RECITALS:

referred to as "Owner").
referred to as the "Village"), and Opus North Corporation, an Illinois corporation (hereinafter
Village of Burr Ridge, Cook and DuPage Counties, Illinois, a municipal corporation (hereinafter
This Agreement entered into this 29th day of April, 2005, by and between the

DEVELOPMENT AGREEMENT BETWEEN VILLAGE OF BURR RIDGE AND OPUS NORTH CORPORATION (BURR RIDGE TOWN CENTER)

DRAFT DATED APRIL 15, 2005
BLACKLINED AGAINST
DASPIN & AUMENT LLP
DRAFT DATED APRIL 8, 2005

1. The Village, having held the necessary hearings before the relevant governmental bodies pursuant to statute and ordinances in such cases made and provided and pursuant to the requisite notice having been given, shall by adoption of proper ordinance, concurrently with the

A. Zoning, Subdivision and Special Use.

SECTION ONE: Zoning, Plan Approval and Design Standards.

promises and covenants herein contained, the parties hereto agree as follows:

NOW, THEREFORE, in consideration of the above and foregoing and the mutual

comprehensive plan of the Village, and will constitute a preservation of environmental values. constitute an improvement of the tax base of the Village, be in implementation of the Agreement and development of the Subject Property pursuant to its terms and conditions will community to execute and implement this Agreement and that such implementation of this Owner and in furtherance of the public health, safety, comfort, morals and welfare of the

7. The parties hereto have determined that it is in the best interests of the Village and

(c) The adoption of such other ordinances, resolutions and actions as may be necessary to fulfill and implement this Agreement pursuant to the terms and conditions herein contained.

(b) Adoption of such ordinances as are necessary to effectuate the terms and provisions of this Agreement, including the classification of the Subject Property for purposes of zoning and the granting of a special use permit for a preliminary planned unit development pursuant to the terms and conditions of this Agreement;

(a) Adoption and execution of this Agreement by resolution;

appropriate action by the Village Board of Trustees to achieve the following:

6. All reports by all relevant governmental entities have been submitted enabling

Village as is necessary to effectuate the plans of development herein set forth.

such rezoning and planned unit development, including a hearing by the Plan Commission of the proper notice and the conduct of all hearings by all necessary governmental entities to effectuate development to enable development as herein provided. The Village has caused the issuance of

UNOFFICIAL COPY

564006/00071/22865174/14

Agreement, the Subdivision Ordinance of the Village and **EXHIBIT 2**, as may be amended in or plats of subdivision or condominium development comply with all provisions of this and that the Village will approve such plat or plats of subdivision, provided such proposed plat combination of phases may be considered a separate subdivision or condominium development

2. The Village further agrees that, at the discretion of Owner, each phase or

approval of the final planned unit development.

be amended in the phasing and construction plan that is approved by the Village at the time of phases, provided such phasing is done in compliance with the provisions of **EXHIBIT 2**, as may

1. The Village agrees that Owner may develop the Subject Property, if at all, in

B. Plat Approval - Phasing, Subdivisions.

forth in the Burr Ridge Zoning Ordinance and applicable laws of the State of Illinois.

provided, however, any such amendments must be made in compliance with the procedures set plans can be amended from time to time without the necessity to amend this Agreement;

2. It is specifically agreed that the future approved final planned unit development approval by the Village of the final planned unit development.

hereto and hereby made a part hereof as **EXHIBIT 2**, as the same may be modified at the time of compliance with the ordinance approving the preliminary planned unit development attached to develop the Subject Property, then such development of the Subject Property shall be in full accordance with the procedures set forth in the Burr Ridge Zoning Ordinance). If Owner elects Subject Property (with approval of the final planned unit development to occur in the future in as contemplated herein, and (iii) approve the preliminary planned unit development of the permit for a preliminary planned unit development for the development of the Subject Property the Zoning Ordinance of the Village as B-2 General Business District, (ii) grant a special use execution and delivery of this Agreement, (i) cause the Subject Property to be classified under

UNOFFICIAL COPY

564006/00071/22865174/14

the Off-Site Roadway Improvements shall be made subject to customary construction loan construction as reviewed and approved by the Owner. Payments by the Owner to the Village for Site Roadway Improvements pursuant to the terms hereof will be based upon such actual costs of the Owner, and the amounts paid by the Owner to the Village for the construction of the Off-Site Roadway Improvements will be provided to the Owner at the request of all contracts, change orders and other documents necessary to evidence such actual costs of the cost of land acquisition and engineering (both in-house and consulting engineering). Copies of the actual costs of the Off-Site Roadway Improvements, with such cost of construction to include the actual costs of the Off-Site Roadway Improvements required by the Owner to determine

2. The Village shall provide all documentation required by the Owner to determine provisions of Section 2.C hereof and the Rebate Agreement (as herein defined).
- Village's portion of the total cost of the Off-Site Roadway Improvements in accordance with the with no contribution or advance by Owner. The Village will reimburse the Owner for the Improvements in excess of the Off-Site Roadway Improvements Cap shall be paid by the Village (\$4,000,000) (the "Off-Site Roadway Improvements Cap"). Any costs for the Off-Site Roadway cost of the Off-Site Roadway Improvements up to, but not to exceed, Four Million Dollars description of the Off-Site Roadway Improvements. Owner will, in the first instance, pay for the hereof (collectively, the "Off-Site Roadway Improvements"), which Exhibit 3 contains a (the 71st Street Extension") as described on **EXHIBIT 3** attached hereto and hereby made a part Road turnbays (the "County Line Improvements") and the 71st Street extension to Wolf Road Village shall construct and complete two offsite traffic improvement projects (the County Line
1. If the Owner develops the Subject Property pursuant to the terms hereof, then the
 - A. Off-Site Roadway Improvements.

SECTION TWO: Construction of Streets.

approval of the final planned unit development.

the subdivision or condominium development plan that is approved by the Village at the time of

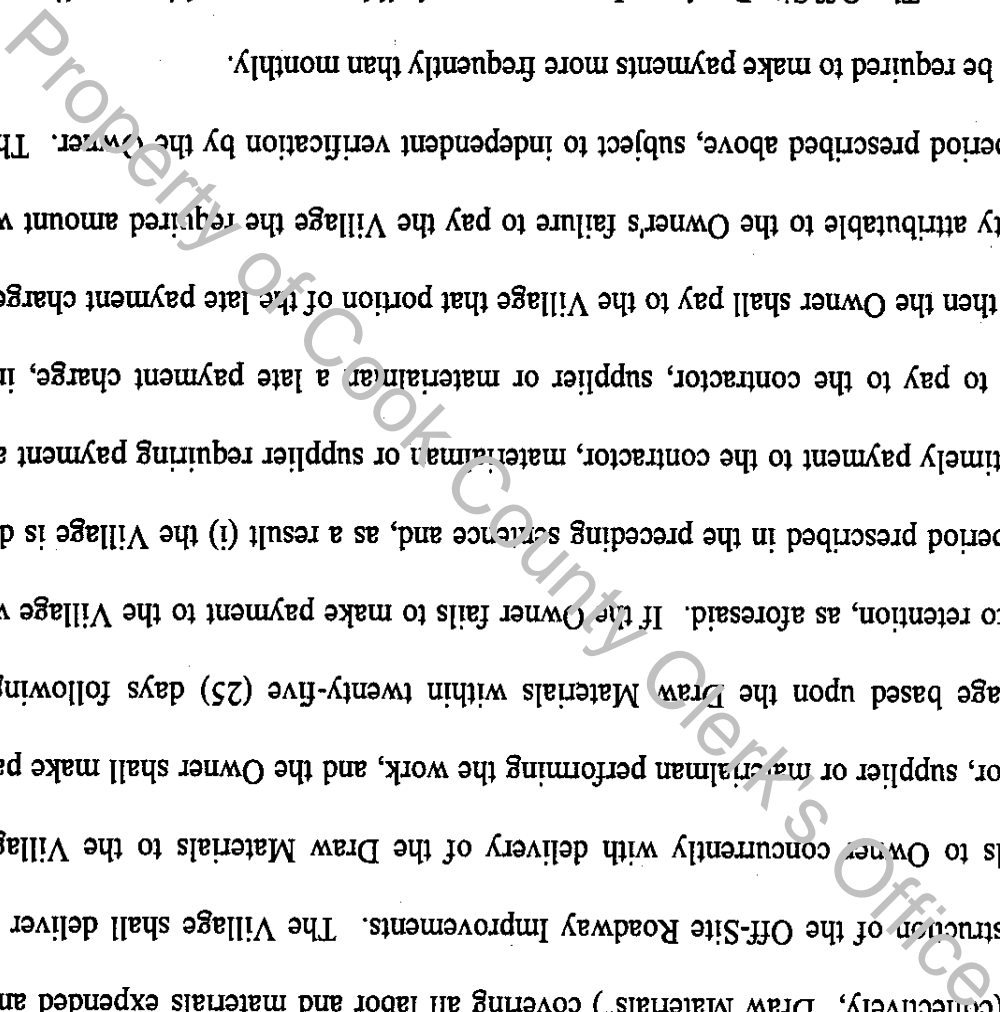
UNOFFICIAL COPY

Owner. If the Village obtains jurisdiction over the Off-Site Roadway Improvements, then the laws and regulations and in accordance with detailed plans to be approved by the Village and development, in a good and workmanlike and lien free manner, in accordance with all applicable as the same may be modified at the time of approval by the Village of the final planned unit ordinance approving the preliminary planned unit development attached hereto as **EXHIBIT 2**.

3. The Off-Site Roadway Improvements shall be constructed in compliance with the

shall not be required to make payments more frequently than monthly.

25-day period prescribed above, subject to independent verification by the Owner. The Owner or penalty attributable to the Owner's failure to pay the Village the required amount within the penalty, then the Owner shall pay to the Village that portion of the late payment charge, interest required to pay to the contractor, supplier or materialman a late payment charge, interest or making timely payment to the contractor, materialman or supplier requiring payment and (ii) is 25-day period prescribed in the preceding sentence and, as a result (i) the Village is delayed in subject to retention, as aforesaid. If the Owner fails to make payment to the Village within the the Village based upon the Draw Materials within twenty-five (25) days following receipt, contractor, supplier or materialman performing the work, and the Owner shall make payment to Materials to Owner concurrently with delivery of the Draw Materials to the Village by the the construction of the Off-Site Roadway Improvements. The Village shall deliver the Draw Owner (collectively, "Draw Materials") covering all labor and materials expended and used in disbursement of construction loan proceeds, in form and substance reasonably acceptable to bills, and other evidence of completion of constructions typically furnished as a condition to Improvements to furnish appropriate sworn statements, affidavits, waivers of liens, receipted contractor, supplier or materialman performing work or services as part of the Off-Site Roadway Without limiting the generality of the foregoing, the Village shall furnish and shall require any disbursement procedures, including the retention of ten percent (10%) of the cost of the work.



UNOFFICIAL COPY

564006/00071/22865174/14

Village shall maintain and repair said improvements in the same manner as other public improvements of the Village. If the Village does not obtain jurisdiction over the Off-Site Roadway Improvements, then the Village shall use its best efforts to ensure the applicable governmental authority having jurisdiction thereof maintains and repairs the same in the same manner as other public improvements under like jurisdiction of the applicable governmental authority.

4. The Village will use best efforts to substantially complete (i) the County Line Improvements on or before the date ("Required Completion Date") twelve (12) months following issuance of the grading permit for the site and (ii) the 71st Street Extension on or before December 31, 2010. For purposes of this Section 2.A.4, "substantially complete" shall mean that the Off-Site Roadway Improvements shall be ready for beneficial use by the public for their intended purposes consistent with other public improvements of the Village with only minor items of finish work to be completed (which such minor items do not interfere with the use and enjoyment of such Off-Site Roadway Improvements) and at such time as the Village's engineer has certified in writing that such items have been substantially completed in accordance with the plans and specifications therefor and in accordance with applicable laws and regulations. The Village hereby acknowledges and agrees that it will not withhold its consent to or refuse to issue or release any requested permits, certificates, approvals or certificates of occupancy requested by or no behalf of Owner or any tenant or occupant of the Project (as herein defined) based on the Village's failure to timely complete the Off-Site Roadway Improvements.

5. The Village shall keep Owner informed as to the progress of the construction of the Off-Site Improvements. If, on or after the date six (6) months following the issuance of the grading permit for the site, Owner reasonably determines, in its good faith discretion, that the Village shall not reasonably be able to complete the County Line Improvements on or before the Required Completion Date, then Owner shall advise the Village of such determination, and,

UNOFFICIAL COPY

564006/00071/22865174/14

Improvements"), in compliance with the final engineering plans approved by the Village and the **EXHIBIT 4**, attached hereto and hereby made a part hereof (the "Public On-Site Roadway

and install certain streets, traffic signals and turn lanes as more particularly described on

1. If Owner develops the Subject Property, then Owner shall be required to construct

On-Site Roadway Improvements and Roadway Maintenance.

approve the construction plans for the Off-Site Improvements prior to construction.

selection and reasonably acceptable to the Village. The Owner shall have the right to review and

indemnity in sufficient time to avoid prejudice to Owner for handling by counsel of Owner's

Village tenders defense of any claim made against the Village which is subject to Owner's

the Owner's construction of the County Line Improvements pursuant to this section, provided the

person, death or damage to or loss of property to the extent caused by the negligence of Owner in

reasonable attorneys' fees and costs) and expenses resulting from or relating to any injury to

punitive, special, incidental and similar type damages), costs (including, without limitation,

hold harmless the Village from and against all losses, damages (excluding consequential,

maintain such improvements as public improvements. Owner agrees to indemnify, defend and

obligations set forth in this Section 2.A.5, and the Village shall accept the same and repair and

improvements to the Village at no cost to the Village, other than the Village's reimbursement

improvements meet Village standards, whereupon Owner shall dedicate and convey said

County Line Improvements, then the Village shall reasonably satisfy itself that said

provisions of Section 2.C and the Rebate Agreement. If Owner completes the construction of the

Roadway Improvements and the Owner shall be reimbursed such costs in accordance with the

completion. Such costs and expenses shall be included in the costs of completing the Off-Site

Owner will pay such costs and expenses reasonably incurred by Owner in connection with such

be obligated to, complete the construction of the County Line Improvements, in which event, the

without prejudice to any other right or remedy which Owner may have, Owner may, but shall not

UNOFFICIAL COPY

(including all costs incurred by utilizing Village personnel at their normal hourly rates).

and perform such maintenance and bill the Owner for all costs incurred in connection therewith and notified the Owner of the maintenance deficiencies, the Village may enter upon such land immediately preceding sentence, and such failure continues for a period of 7 days after Village event that Owner fails to properly maintain such amenities provided for above in the construction debris and for repair of damages to the streets caused by construction traffic. In the

4. Owner shall be responsible for keeping the streets free from accumulation of

accordance with all applicable statutory procedures and requirements.

200/27-5 *et seq.*) of the Public On-Site Roadway Improvements at the request of Owner and in

3. The Village agrees to provide for special service area financing (see 35 ILCS

Improvements shall remain private and shall not be conveyed or dedicated to the Village.

approved at the time of approval of the final planned unit development. The Private On-Site

The Private On-Site Improvements shall be at locations established in the final site plan

Village and the Subdivision Ordinance of the Village (the "Private On-Site Improvements").

parcel of the Subject Property in accordance with final engineering plans approved by the

(including street lighting, storm sewers, street trees and right-of-way landscaping) to service each

driveways to be located on the Subject Property, including all related street improvements

2. Owner also shall be required to construct and install all streets and common

improvements of the Village.

same, and the Village shall maintain such improvements in the same manner as other public

regulations, the Owner shall dedicate the same to the Village and the Village shall accept the

improvements have been completed substantially in accordance with applicable laws and

On-Site Roadway Improvements, the Village engineer shall inspect the same and, if such

Subdivision Ordinance of the Village. Promptly following substantial completion of the Public

UNOFFICIAL COPY

564006/00071/22865174/14

During the Owner's development of the Subject Property, the Owner shall be required to keep all adjoining streets clear from mud and debris generated by Owner's construction activity on the Subject Property. Such streets must be cleaned at least once a day, and more often if required by the Village in its sole (but commercially reasonable) judgment. If Owner fails to clean the public streets in accordance with Section 2.B.4, then for each day that the public streets are not cleaned as required hereunder during construction, the Owner shall be subject to a fine of \$250.00 each day and, in addition, the Village shall have the right, but not the obligation, to clean the public streets to the standards required by this Section B.4, and to invoice the Owner for all costs incurred by the Village for such cleaning (including all costs incurred by utilizing Village personnel at their normal hourly rates), which such invoiced amounts shall be due and payable by the Owner to the Village within thirty (30) days following receipt of invoices in reasonable detail. If any such fine is not promptly paid, the Village shall have the right to stop any and all further construction until paid.

C. Reimbursement of Certain Street Costs and Credits.

1. The Village will reimburse the Owner for the Village's portion of the total cost of the Off-Site Roadway Improvements, as follows (i) the Village shall reimburse the Owner fifty percent (50%) of the first \$2,000,000 of Offsite Roadway Improvements costs, (ii) the Owner shall be responsible for one hundred percent (100%) of the Offsite Roadway Improvements costs between \$2,000,000 and \$2,500,000, (iii) the Village shall reimburse the Owner fifty percent (50%) of the Offsite Roadway Improvements costs between \$2,500,000 and \$3,000,000, and (iv) the Village shall reimburse the Owner one hundred percent (100%) of the Offsite Roadway Improvement costs between \$3,000,000 and \$4,000,000. The Owner shall be reimbursed its portion of the Off-Site Roadway Improvements costs by means of a rebate to the Owner of a portion of the sales tax revenue generated from the Subject Property in accordance with the provisions of that certain Incremental Sales Tax Rebate Agreement dated as of date hereof by

UNOFFICIAL COPY

564006/00071/22865174/14

At the time set for commencement of construction of the Off-Site Improvements, Owner shall provide the Village with one or more irrevocable letters of credit in form and substance reasonably acceptable to the parties for the cost of completion of the applicable Off-Site

D. Surety Bond.

connection with the development of the Subject Property.

the otherwise required cash donation for park land which would be required of the Owner in Ordinance and the Owner shall be entitled, as a result thereof, to a credit of \$154,500.00 against considered approved private open space under Section X,A,4 of the Burr Ridge Subdivision portions on the Subject Property as reflected on the preliminary planned unit development to be 3. The Village agrees to recognize the "Town Square" and other green space

from the Subject Property in accordance with the provisions of the Rebate Agreement.

Improvements by means of a rebate to the Owner of a portion of the sales tax revenue generated reimburse Owner the sum of \$283,500.00 of the cost of the Public On-Site Roadway Ridge Corporate Park in the amount of \$283,500.00 payable to the Village. The Village will Village will establish, by Ordinance, a recapture fee from the other vacant parcels in the Burr 2. In order to help fund a portion of the Public On-Site Roadway Improvements, the

contemplated by Section Two D. of this Agreement.

the Village shall notify the Owner, in writing, of the same, and shall release the letter of credit Extension, and if the Village elects not to so construct and complete 71st Street Extension, then circumstances, the Village shall not be required to construct and complete the 71st Street and shall furnish the Owner with the competitive bids evidencing such excess. Under said bid requirements), then the Village shall promptly notify the Owner, in writing, of such excess, \$3,000,000 (as evidenced by competitive bids procured in accordance with the applicable public to the contrary notwithstanding, if the costs of the Offsite Roadway Improvements would exceed and between the Village and the Owner (the "Rebate Agreement"). Anything in this Agreement

UNOFFICIAL COPY

564006/00071/22865174/14

It is understood and acknowledged that Owner will incur a substantial expenditure of funds to develop the Subject Property as contemplated herein (the "Project") in accordance with the proposed plans. It is further recognized that the Village will receive substantial tax revenues from the business operations on the Project and that the Project will stimulate economic growth in the Village and provide a substantial number of new jobs. It is further recognized by Owner that the Village is making a significant monetary contribution to the success of the Project. However, the Owner represents and warrants that but for additional economic assistance it would

SECTION THREE: Reimbursement to Owner for Certain Costs.

and return conditions.

herein shall apply with respect to each such letter(s) of credit, including the reduction, release Line Improvements and the 71st Street Expansion, in which event the conditions established understood that the Owner may furnish the Village with separate letter(s) of credit for the County complete the 71st Street Extension in accordance with Section Two C. of this Agreement. It is the 71st Street Extension on or before April 1, 2010 or if the Village elects not to construct and the Village will release said letter(s) of credit if the Village has not commenced construction of letter(s) of credit if any permits required by other governmental entities are denied. Furthermore, credit shall be returned to the Owner. Further provided, however, the Village will release said the substantial completion of the applicable Off-Site Roadway Improvements, the letter(s) of the time of letting the contracts for the applicable Off-Site Roadway Improvements, and, upon constituent item as set forth in the schedule of values to the furnished by the Village to Owner at Improvements, then such letter(s) of credit shall be reduced by the amount allocated to such however, that upon the substantial completion of any constituent item of the Off-Site Roadway completion of construction of the applicable Off-Site Roadway Improvements; provided, \$5,000,000 in the aggregate. Such letter(s) of credit shall remain in full force and effect until Roadway Improvements in an amount equal to 125% of the cost of construction, not to exceed

available.

economically viable nor would the funds necessary for its commencement and completion be and that, but for said economic assistance, the Project as contemplated would not be requires economic assistance from the Village in order to commence and complete the Project, 2. The parties hereto acknowledge, and the Owner represents and warrants, that it

Rebate Agreement to assist in such.

economic incentives under the terms and conditions hereinafter set forth and as set forth in the Village, and, in furtherance thereof, the Village contemplates certain incentives and continuing opportunities in the Village, stimulate commercial growth and stabilize the tax base of the the development of the Subject Property, when completed, will increase employment with the approved site plan(s) in order to service the needs of the Village and its residents, and 1. The Village is desirous of having the Subject Property developed in accordance

A. Preliminary Statements.

directly from such owners and tenants. Treasurer for filing with the state. The Village shall not be obligated to obtain such forms time by the Illinois Department of Revenue. Such forms must be submitted to the Village of Illinois Department of Revenue, including all additional documentation required from time to authorization to release state sales tax information to the Village in the form required by the State subsequent owners of and tenants of the Subject Property which generate sales tax revenue costs in accordance with the Rebate Agreement, the Owner shall be required to obtain from all of the Off-Site Roadway Improvements costs and the Public On-Site Roadway Improvements administration of the Rebate Agreement, until such time as Owner has received reimbursement further tax relief as provided in the Rebate Agreement. In order to provide for the proper benefits accruing to all parties and the citizens of the Village, the parties further agree to certain be unable to proceed with the construction of the Project. Therefore, recognizing the substantial

UNOFFICIAL COPY

564006/00071/22865174/14

information to the Village.

required from time to time by the Illinois Department of Revenue in order to release such said letter, the Owner shall prepare and submit such other or additional form(s) as may be On-Site Roadway Improvements costs in accordance with the Rebate Agreement. In addition to Owner has received reimbursement of the Off-Site Roadway Improvements costs and the Public operation of any commercial facility on the Subject Property to the Village until such time as any and all gross revenue and sales tax information on a monthly basis with respect to the to the Illinois Department of Revenue authorizing the Illinois Department of Revenue to release

2. If Owner elects to develop the Subject Property, then the Owner will send a letter

such substantial completion for the purposes of this Section 3.B.1.

If requested by the Owner, the Village shall provide to Owner a written statement confirming the Owner's architect, and all such inspections and approvals as may be required by the Village. such substantial completion to be evidenced by a certificate of substantial completion signed by 2008, or by such later time as may be agreed by and between the Village and the Owner, with December 1, 2006, and endeavor to complete the commercial portion of the Project by January 1, substantially complete construction of the Public On-Site Roadway Improvements on or before regulations thereunder. Subject to Section 7 of this Agreement, the Owner shall endeavor to Sign Ordinance, Landscaping Ordinance, Subdivision Ordinance, and any and all rules and not limited to the Village's Building Code, Zoning Ordinance, Special Use Ordinance, Fire Code, and shall not cause or permit the existence of any violation of Village ordinances, including but commence construction of the Public On-Site Roadway Improvements by September 1, 2006, commence construction of the Project on or before May 1, 2006, and shall endeavor to 1. If Owner elects to develop the Subject Property, then Owner shall endeavor to

Undertakings on the Part of the Owner.

The failure of the Village or the Owner to comply with any term, provision or condition of this Agreement shall constitute a "Default" under this Agreement; provided, however, that the parties to this Agreement reserve a right to cure any Default hereunder within thirty (30) days from written notice of such Default, or such additional time as is reasonably required to cure the default so long as the cure of the Default is commenced within said thirty (30) days, and efforts to effect such cure of the Default are diligently prosecuted to completion. Upon a Default by the Village or the Owner, after any applicable notice and cure period, the non-defaulting party, may, in its sole discretion, in addition to any specific right or remedy under this Agreement, pursue

SECTION FOUR: Defaults.

business at the Subject Property under the laws of the State of Illinois.

4. The Owner hereby represents and warrants that it is an Illinois corporation in good standing under the laws of the state of its incorporation and lawfully authorized to do

States of America, and any and all agencies or subdivisions thereof.

3. The Owner hereby covenants that it shall comply in all material respects with all applicable laws, rules and regulations of the State of Illinois, the County of Cook and the United

regulations and all other applicable Village ordinances, resolutions and/or regulations.

2. The Owner hereby covenants that at all times it shall comply in all material respects with all applicable local zoning ordinances and regulations, all building and fire code

construction and completion be made available.

as contemplated would not be economically viable nor would the funds necessary for its and, but for the economic assistance to be given by the Village as heretofore stated, the Project

1. The Owner hereby represents and warrants that the Project requires economic assistance from the Village in order to commence and complete the construction of the Project

Representations and Warranties and Covenants of Owner.

any other right or remedy provided by law or at equity, all of which are cumulative and non-exclusive.

SECTION FIVE: Assignments.

The Owner shall not assign this Agreement except in connection with the transfer of the

Subject Property. Prior to the completion of the Public On-Site Roadway Improvements, the

Owner shall not assign this Agreement to any person or entity without the prior written consent

of the Village, said consent not to be unreasonably withheld; provided, however, that the Owner

may, without the requirement of any approval or consent by the Village, assign this Agreement

to any transferee of the Subject Property and Owner shall have no further liability for any breach

or covenant under this Agreement provided that Opus North Corporation (i) shall continue to be

obligated to complete the construction of the Public On-Site Roadway Improvements in

accordance with the terms hereof and any other public improvements required to be constructed

by the Owner as part of the final planned development and (ii) shall remain liable for

payment of the cost of the Off-Site Roadway Improvements, subject to the conditions and

limitations herein contained, including the Off-Site Roadway Improvements Cap, and such

transferee shall be deemed to have assumed the obligations of the Owner hereunder, subject to

the terms, conditions and limitations herein contained.

Following the completion of the Public On-Site Roadway Improvements, Owner may

assign its interest in this Agreement in connection with the transfer of the Subject Property

without notice or the prior written consent of the Village and that whenever such an assignment

occurs, the Owner shall have no further liability for breach or covenant under this Agreement

occurring with respect to the Subject Property provided such assignee shall be deemed to have

assumed the obligations of Owner under this Agreement, subject to the terms, conditions and

limitations herein contained.

Except for the obligation of Opus North Corporation (i) to complete the construction of the Public On-Site Improvements in accordance with the terms of this Agreement and any other public improvements required to be constructed by the Owner as part of the final planned unit development and (ii) to pay the cost of the Off-Site Roadway Improvements, subject to the conditions and limitations herein contained, including the Off-Site Roadway Improvements Cap, the Village agrees to look solely to the interest of the Owner (or the owners who succeed the Owner in the ownership of the Subject Property) in the Subject Property and to the security provided hereunder for the recovery of any judgment from Owner, it being agreed that neither Owner nor its respective partners, directors, officers, members, managers, shareholders or their successors or assigns shall ever be personally liable for any such judgment.

SECTION SIX: Limitation of Village's Liability.

No recourse under or upon any obligation, covenant or condition of this Agreement, or for any claim based thereon or otherwise related thereto, shall be had against the Village, or its officers, officials, agents and/or employees, in any amount or in excess of any specific sum agreed by the Village to be paid to the Owner hereunder, or for the cost of the public improvements to be paid for by the Village, subject to the terms and conditions set forth herein, and no liability, right or claim at law or in equity shall attach to, or shall be incurred by, the Village, or its officers, officials, agents and/or employees, in excess of such amounts and any and all such rights or claims of the Owner against the Village, or its officers, officials, agents and/or employees are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village; provided, however, nothing herein shall limit the obligation of the Village to keep, perform and observe the terms, covenants, agreements and conditions herein contained to be kept, performed and observed by the Village including, without limitation, construction of the Off-Site Roadway Improvements.

UNOFFICIAL COPY

564006/00071/22865174/14

not be responsible for the construction of the Project. The owners who succeed the Owner in ownership of the Subject Property shall with the land. The terms and conditions of this Agreement shall constitute covenants which shall run Illinois, at Owner's expense.

This Agreement shall be recorded in the office of the Recorder of Deeds of Cook County, municipal authorities of said Village and successor municipalities. This Agreement shall be binding upon and inure to the benefit of the parties hereto, successor owners of record of the Subject Property, assignees, lessees and upon any successor

SECTION NINE: Binding Effect and Term and Covenants Running with the Land.

underground utilities shall be at the Owner's option. Subject Property shall be installed by the Owner underground, the location of which All new electricity, telephone, cable television and gas lines installed to service the

SECTION EIGHT: Utilities.

interference. shall immediately tender said performance upon the removal and/or reconciliation of said be excused from performance only for the period of such delay, hindrance and/or prevention and thereof), the Party so delayed, hindered or prevented shall, if reasonably practicable hereunder, makes timely filing and application to the applicable governmental authority having jurisdiction delays in the issuance of requisite permits and approvals (provided the party claiming delay governmental restrictions or regulations, civil insurrection, war or other such reason, including the fault of such party, including but not limited to labor disputes, material shortages, act required hereunder by reason of any act or occurrence beyond its reasonable control and not In the event that either party hereto is delayed, hindered or prevented in performing any

SECTION SEVEN: Force Majeure.

UNOFFICIAL COPY

564006/00071/22865174/14

Opus Corporation
10350 Bren Road West
Minnetonka, Minnesota 55343-9002
Attn: Legal Department - Thomas J. Hoben

Opus North Corporation
9700 West Higgins Road, Suite 900
Rosemont, Illinois 60018
Attention: President

Klein, Thorpe and Jenkins, Ltd.
20 North Wacker Drive, Suite 1660
Chicago, Illinois 60606-2903
Attention: Terrence M. Barnicle

Village Administrator
Village of Burr Ridge
Village Hall
7660 South County Line Road
Burr Ridge, Illinois 60527

Village Clerk
Village of Burr Ridge
Village Hall
7660 South County Line Road
Burr Ridge, Illinois 60527

Village President
Village of Burr Ridge
Village Hall
7660 South County Line Road
Burr Ridge, Illinois 60527

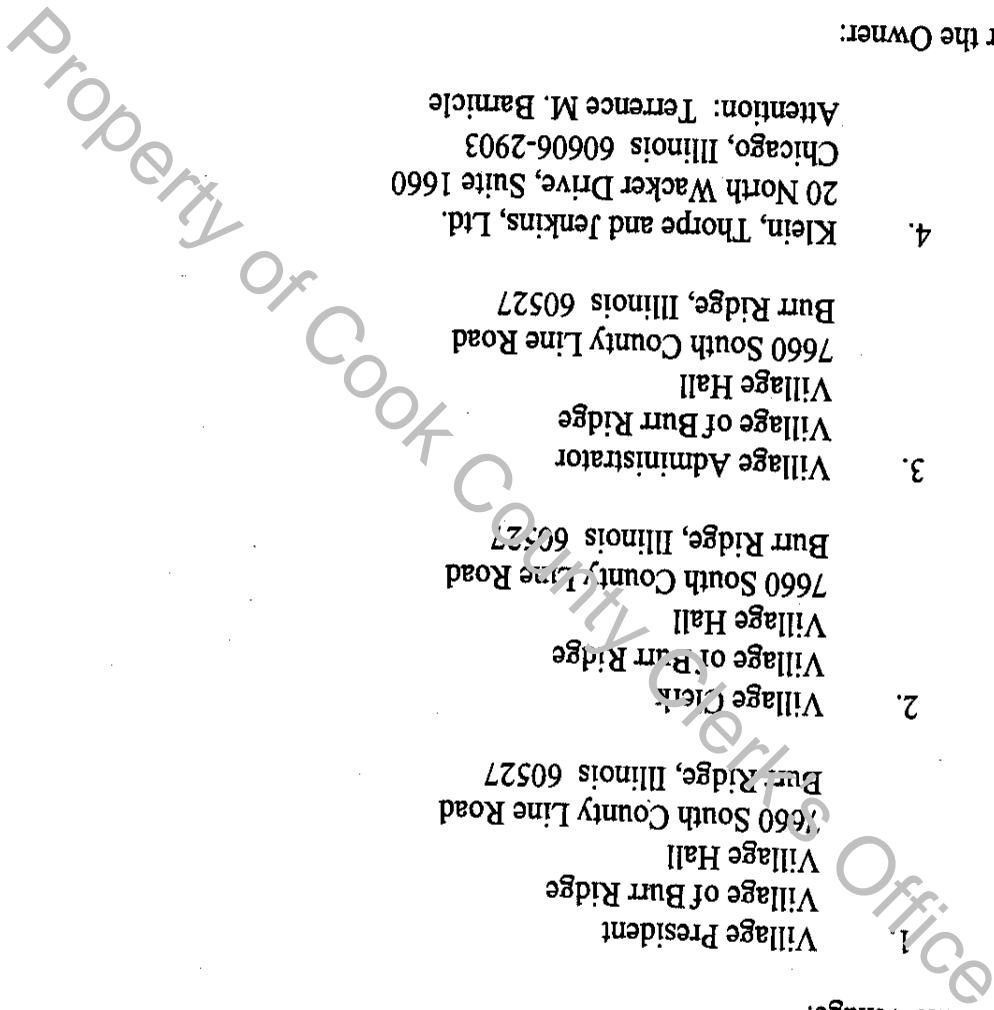
For the Owner:

For the Village:

(mailing), as follows:

Unless otherwise notified in writing, all notices, requests and demands shall be in writing and shall be personally delivered to (in which event the notice shall be deemed served as of such date) or mailed by United States Certified mail, postage prepaid and return receipt requested (in which event the notice shall be deemed served as of the second business day following such mailing), as follows:

SECTION TEN: Notices.



UNOFFICIAL COPY

564006/00071/22865174/14

1. The Owner, concurrently with the execution and delivery of this Agreement, shall reimburse the Village for the following reasonable expenses of outside contractors and professionals incurred in the preparation and review of this Agreement, and any ordinances, letters of credit, plats, easements or other documents relating to the Subject Property:

A. To Effective Date of Agreement.

SECTION TWELVE: Reimbursement of Village for Legal and Other Fees and Expenses

confirming documentation.

with all of the provisions of this Section, and shall be deemed to have done so without any other any part of the Subject Property shall by such purchase automatically acknowledge agreement Any subsequent purchasers of all or a portion of the Subject Property by purchasing all or Property.

attributable to, reasonably related to and made necessary by the development of the Subject contributions, dedications, donations and easements required by this Agreement are uniquely streets, fire protection, and emergency services. Owner further agrees that the recaptures, future commercial residents of the Subject Property with access to and use of public utilities, interests of the Village, including, but not limited to, providing its residents, and in particular the easements provided for in this Agreement substantially advance legitimate governmental Owner agrees that any and all recaptures, contributions, dedications, donations and

SECTION ELEVEN: Impact Requirements.

pursuant to the provisions of this Section.

or such other addresses that any party hereto may designate in writing to the other parties

3. Daspin & Aument LLP
 10 South Riverside Drive, Suite 1220
 Chicago, Illinois 60606
 Attention: D. Albert Daspin

UNOFFICIAL COPY

2. With the exception of legal proceedings brought solely against the Village relating to construction of the Off-Site Roadway Improvements (which proceedings will be

established by Village ordinances or otherwise.

once, whether such are reimbursed or paid through special assessment proceedings, through fees required to reimburse Village or pay for any expenses or costs of Village as aforesaid more than Notwithstanding the immediately preceding paragraph, Owner shall in no event be

relevant to determining such costs and expenses designated from time to time by the Owner. and expenses may be further confirmed by the Owner at its option from additional documents be evidenced to the Owner upon its request, by a sworn statement of the Village; and such costs Such costs and expenses incurred by Village in the administration of the Agreement shall

delivery of this Agreement.

entered into as security for the completion of said improvements after the due execution and hereunder, and the negotiation and preparation of letters of credit and escrow agreements to be publication, if any, of all notices, resolutions, ordinances and other documents required pocket expenses involving various and sundry matters such as, but not limited to, preparation and Agreement, including and limited to engineering fees, reasonable attorneys' fees and out of reasonable third party expenses and costs incurred by Village in the administration of the time to time shall reimburse Village within thirty (30) days of invoice for all enumerated 1. Upon demand by Village made by and through its Administrator, Owner from

B. From and After Execution and Delivery of Agreement.

2. the costs incurred by the Village for financial advisory services; and
3. the costs incurred by the Village for landscape architect services; and
4. all attorneys' fees incurred by the Village; and
5. miscellaneous out-of-pocket Village expenses, such as legal publication costs, recording fees and copying expense.

UNOFFICIAL COPY

564006/00071/22865174/14

defended by the Village at its expense), and in the event that any third party or parties institute any legal proceedings against the Owner and/or the Village which relate to the terms of this Agreement, then, in that event, the Owner, on notice from Village, shall assume the entire defense of such lawsuit and all expenses of whatever nature relating thereto; provided, however, there shall be no obligation of the Owner to accept such defense to the extent the legal proceedings concern any action or inaction by the Village not in compliance with applicable Village requirements or otherwise resulting from the Village failing to comply with procedural or other requirements concerning the development of the Subject Property in accordance with the provisions of this Agreement including, without limitation, any of the actions purportedly taken by the Village pursuant to Recitals 5 and 6 of this Agreement, and provided further:

- a. Owner shall not make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village.
- b. If the Village, in its sole (but commercially reasonable and good faith) discretion, determines there is, or may probably be, a conflict of interest between Village and the Owner, on an issue of importance to the Village having a potentially substantial adverse effect on the Village, then the Village shall have the option of being represented by its own legal counsel. In the event the Village exercises such option, then the Owner shall reimburse the Village from time to time promptly following written demand from the President of the Village and notice of the amount due for any expenses, including, but not limited to, court costs, reasonable attorneys' fees and witnesses' fees, and other expenses of litigation, incurred by the Village in connection therewith.

c. The Village agrees to cooperate with Owner in any defense required of Owner hereunder.

The Owner represents and warrants to the Village that the Owner is the contract purchaser of the Subject Property and, to Owner's knowledge, (i) except for the owner of the Subject Property as of the date hereof, no other entity or person has any interest in the Subject Property or its development as herein proposed, and (ii) the legal descriptions of the Subject Property set forth in this Agreement are accurate and correct. Owner can update the above

SECTION FOURTEEN: Warranties and Representations.

Owner, and any subsequent owner, agrees to take no action to disconnect, and to seek no petition for disconnection, of the Subject Property, or any portion thereof, from the Village until such time as the Owner has received reimbursement of the Off-Site Roadway Improvements costs and the Public On-Site Roadway Improvements costs.

SECTION THIRTEEN: Disconnection.

In the event the Village institutes legal proceedings against the Owner for violation of this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment against the Owner all expenses of such legal proceedings incurred by Village, including but not limited to the court costs and reasonably attorneys' fees, witnesses' fees, etc., incurred by the Village in connection therewith. The Owner may, in its sole discretion, appeal any such judgment rendered in favor of the Village against the Owner. The Owner may contest in good faith the amount of costs, fees or expenses required to be paid to the Village under the provisions of this Section Twelve. If the Owner contests in good faith any costs, fees or expenses to be paid hereunder, then the Owner shall place in escrow with an escrowee reasonably satisfactory to the Village (the Village agrees that Lawyers Title Insurance Corporation is a reasonably satisfactory escrowee) an amount equal to the amount being contested. The Owner must continue to pay all uncontested amounts even when such contest is pending.

information to the Village upon its closing on the purchase of the Subject Property, it being understood that Owner will have the sole ownership interest as of the closing.

SECTION FIFTEEN: No Waiver or Relinquishment of Right to Enforce Agreement.

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

SECTION SIXTEEN: Village Approval or Direction.

For Village approval or directions required by this Agreement, such approval or directions means the approval or direction of the Corporate Authorities of the Village unless otherwise expressly provided or required by law or this Agreement. Any such approval or direction shall not be unreasonably withheld or delayed and if withheld, shall be accompanied by a list of that item or those items which if changed would permit the approval to be given. Subject to the foregoing, any such approval may be required to be given only after and if all requirements of granting such approval have been met unless such requirements are inconsistent with this Agreement, including all of the Exhibits.

SECTION SEVENTEEN: Singular and Plural.

Wherever appropriate in this Agreement, the singular shall include the plural, and the plural shall include the singular.

UNOFFICIAL COPY

This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the parties hereto relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth and the Village acknowledges that there are no other obligations or liabilities with respect to the Subject Property on the Owner's part to be kept, performed and observed that are not expressly set forth in this Agreement. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement

SECTION TWENTY-ONE: Amendment.

The officers of Owner executing this Agreement represent that they have been lawfully authorized by its Board of Directors to execute this Agreement on behalf of said Owner and are lawfully authorized to execute this Agreement. The President and Clerk of the Village hereby warrant that they have been lawfully authorized by the Village Board of the Village to execute this Agreement. The Owner and Village shall, upon request, deliver to each other at the respective time such entities cause their authorized agents to affix their signatures hereto copies of all articles of incorporation, bylaws, resolutions, letters of direction, ordinances or other documents required to legally evidence the authority to so execute this Agreement on behalf of the respective entities.

SECTION TWENTY: Authorization to Execute.

A copy of this Agreement and any amendment thereto shall be recorded by the Village at the expense of the Owner.

SECTION NINETEEN: Recording.

All section headings or other headings in this Agreement are for general aid of the reader and shall not limit the plain meaning or application of any of the provisions thereunder whether covered or relevant to such heading or not.

SECTION EIGHTEEN: Section Headings and Subheadings.

UNOFFICIAL COPY

shall be binding upon the parties hereto unless authorized in accordance with law and reduced to writing and signed by them.

SECTION TWENTY-TWO: Counterparts.

This Agreement may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

SECTION TWENTY-THREE: Conflict Between the Text and Exhibits.

In the event of a conflict in the provisions of the text of this Agreement and the Exhibits attached hereto, the text of the Agreement shall control and govern.

SECTION TWENTY-FOUR: Severability.

If any provision of this Agreement is held invalid by a court of competent jurisdiction or in the event such a court shall determine that the Village does not have the power to perform any such provision, such provision shall be deemed to be excised here from and the invalidity thereof shall not affect any of the other provisions contained herein, and such judgment or decree shall relieve the party from performance under such invalid provision of this Agreement.

SECTION TWENTY-FIVE: Definition of Village.

When the term Village is used herein it shall be construed as referring to the Corporate Authorities of the Village unless the context clearly indicates otherwise.

SECTION TWENTY-SIX: Execution of Agreement.

This Agreement shall be signed last by the Village and the President (Mayor) of the Village shall affix the date on which he signs this Agreement on page 1 hereof which date shall be the effective date of this Agreement.

SECTION TWENTY-SEVEN: Recitals.

The recitals set forth in the preambles to this Agreement are hereby incorporated by reference herein as fully as if set forth at length herein.

UNOFFICIAL COPY

564006/00071/22865174/14

The Village agrees that it will, from time to time, upon request by the Owner, execute and deliver to Owner and to any parties designated by the Owner, within ten (10) days following demand therefor, an estoppel certificate on Owner's form, certifying (i) that this Agreement is unmodified and in full force and effect (or if there had been modifications, that the same are in full force and effect as so modified), (ii) that there are no defaults hereunder (or specifying any claimed defaults), and (iii) such other matters as may be reasonably requested by Owner, including, without limitation, certifications as to the completion and acceptance of the improvements contemplated hereby, and the amount of the security outstanding.

SECTION TWENTY-NINE: Mortgagee's Protection.

The Village agrees to give any mortgagees, ground lessors, sale-leaseback lessors and/or trust deed holders, by registered or certified mail, a copy of any notice of default served upon Owner, provided that prior to such notice the Village has been notified, in writing (by way of notice of Assignment of Rents and Leases or otherwise) of the address of such mortgagees, ground lessors, sale-leaseback lessors, and/or trust deed holders. The Village further agrees that except in instances where there is an imminent likelihood that public health or safety would be materially and adversely affected by such default, if Owner shall fail to cure such default within the time provided in this Agreement, then the mortgagees, ground lessors, sale-leaseback lessors, and/or trust deed holders shall have an additional thirty (30) days within which to cure such default or if such default cannot be cured within such 30-day time period, then such additional time as may be necessary (not to exceed 90 days) if within such 30-day period, any mortgagee, ground lessor, sale-leaseback lessor and/or trust deed holder has commenced and is diligently pursuing the remedies necessary to cure such default (including, without limitation, commencement of foreclosure proceedings, if necessary to effect such cure) in which event this Agreement shall not be terminated nor shall the Village exercise any rights or remedies

UNOFFICIAL COPY

564006/00071/22865174/14

Village codes.

The location of all signs upon the Subject Property shall be in accordance with an approved Signage Plan and the Village's Sign Ordinance, and shall have reasonable setbacks from streets and highways as the interest of safety may require. Owner shall have the right to install a single sales construction trailer on the Subject Property, together with appurtenant parking facilities, if any, at a location selected by Owner and as reasonably approved by the Village. In addition, Owner shall have the right to install construction trailers at the Subject Property from time to time, together with appurtenant parking facilities, if any, at locations selected by Owner and as reasonably approved by the Village and in accordance with applicable Village codes.

SECTION THIRTY-THREE: Signs, Sales and Construction Trailers.

Time is of the essence in this Agreement.

SECTION THIRTY-TWO: Time of the Essence.

The parties each agree to do, execute, acknowledge and deliver any and all other reasonable documents and instruments and to take all such further reasonable action as shall be necessary or required in order to fully carry out this Agreement and to fully consummate and effect the transactions contemplated hereby.

SECTION THIRTY-ONE: Further Assurances.

Whenever the consent or approval of either party is required under this Agreement such consent shall not be unreasonably withheld, delayed or conditioned. Each party shall act in good faith and in a commercially reasonable manner with respect to any matter contemplated by this Agreement, including, without limitation, approving or disapproving any request, including any request for reduction of any security or approval of plans.

SECTION THIRTY: Consents.

hereunder while such remedies are being so diligently pursued. The Owner may collaterally assign its interest in this Agreement in connection with any financing transaction.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

SECTION THIRTY-FOUR: Acquisition Contingency.

Anything in this Agreement to the contrary notwithstanding, if Owner has not acquired the Subject Property on or before July 31, 2006, then Owner shall notify the Village and, at anytime thereafter and prior to the date Owner acquires the Subject Property, either Owner or the Village may terminate this Agreement, in which event this Agreement shall be null and void and of no further force and effect and neither Owner nor the Village shall have any liability with respect to this Agreement, other than the obligation of Owner to reimburse the Village actual and reasonable third party costs and expenses of the type described in Section Twelve of this Agreement, which obligation shall survive any such termination.

[Signature Page Follows]

UNOFFICIAL COPY

Property of Cook County Clerk's Office

By: [Signature]
Its Director

ATTEST:

By: [Signature]
Its SVP
OPUS NORTH CORPORATION,
an Illinois corporation

By: [Signature]
Village Clerk

ATTEST:

By: [Signature]
Village President
VILLAGE OF BURR RIDGE,
a municipal corporation

all as of the date set forth on Page 1 hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers, and their respective corporate seals affixed,

UNOFFICIAL COPY



Julie A. Tejkowski
 Notary Public

GIVEN under my hand and official seal, this 29th day of April, 2005.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Jo Virginia Irtzen, personally known to me to be the President of the Village of Burr Ridge, and Karen Thomas, personally known to me to be the Village Clerk of said municipal corporation, 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 President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

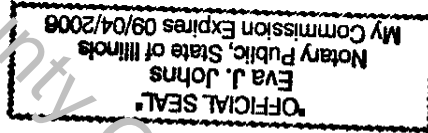
STATE OF ILLINOIS)
 COUNTY OF COOK) SS
 COUNTY OF DUPAGE)

ACKNOWLEDGMENTS

UNOFFICIAL COPY

564006/00071022865174/4

Property of Cook County Clerk's Office



Notary Public
[Signature]

GIVEN under my hand and Notary Seal this 4 date of May, 2005.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Randy Timman and Senior Vice President of Opus North Corporation, an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Senior Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the use and purpose therein set forth.

STATE OF ILLINOIS)
COUNTY OF Cook)
(SS)
()

UNOFFICIAL COPY

Exhibit One

That part of the West 1/2 of Section 30, Township 38 North, Range 12, East of the Third Principal Meridian, described as follows: Commencing at the intersection of the Southerly line of permanent easement for highway purposes (Interstate Route 55) per instrument recorded August 12, 1959 as Document No. 17627674, with the Westerly line of Burr Ridge Parkway in Burr Ridge Park Unit 1, being a subdivision in the West 1/2 of Section 30, aforesaid, according to the plat thereof recorded January 3, 1984 as Document No. 26915064; the following three courses are along the Westerly line of said Burr Ridge Parkway; thence Southerly along a curved line convex Easterly and having a radius of 690.00 Feet, an arc distance of 642.83 Feet to a point of tangency in said line; thence South 34 Degrees 14 minutes West along a line tangent to said last described curved line at said last described point, 81.30 Feet to a point of curvature in said line; thence Southwesterly along a curved line convex Northwesterly, having a radius of 865.00 Feet and being tangent to said last described line at said last described point, an arc distance of 274.49 Feet to a point for a place of beginning; thence North 51 Degrees 06 Minutes 52 Seconds West, 94.61 Feet; thence North 80 Degrees 06 Minutes 52 Seconds West, 426.44 Feet to a point on the Easterly line of the permanent easement for highway purposes as per instrument recorded August 12, 1959 as Document No. 17627674, said point being 3644.26 Feet North and 1888.33 Feet West of the Southeast Corner of the West 1/2 of said Section 30, as measured along the East line thereof and along a line at Right angles thereto; The following five courses are along the Easterly line of said permanent easement for highway purposes: thence South 28 Degrees 39 Minutes 26 Seconds West, 108.94 Feet; thence South 54 Degrees 06 Minutes 58 Seconds West, 363.45 Feet; thence South 45 Degrees 34 Minutes 39 Seconds West, 173.08 Feet; thence South 27 Degrees 07 Minutes 58 Seconds West, 185.31 Feet; thence South 09 Degrees 38 Minutes 57 Seconds West, 408.76 Feet to an angle point in said line; thence South 00 Degrees 00 Minutes 34 Seconds West along the Easterly line of said permanent Easement for highway purposes per document no. 17627674, to an intersection with the Northeastly line of Frontage Road according to the Plat of Dedication recorded March 19, 1985 as Document No. 27479279; the following five courses are along the Northeastly line of said Frontage Road; thence Southeastly along a curved line convex Southwesterly and having a radius of 375.00 Feet, an arc distance of 222.70 Feet to a point of tangency in said line; thence South 50 Degrees 16 Minutes 35 Seconds East along a line tangent to said last described curved line at said last described point, 303.98 Feet to a point of curvature in said line; thence Southeastly along a curved line convex Easterly and having a radius of 425.00 Feet, an arc distance of 231.81 Feet to a point of tangency in said line; thence South 19 Degrees 01 Minutes 32 Seconds East along a line tangent to said last described curved line at said last described point, 115.88 Feet to a point of curvature in said line; thence Southeastly along a curved line convex Southerly and having a radius of 30.00 Feet, an arc distance of 49.57 Feet to a point of compound curvature with the Westerly line of Burr Ridge Parkway in said Burr Ridge Park Unit 1; the following Five Courses are along the Westerly line of Burr Ridge Parkway in said Burr Ridge Park Unit 1: thence Northwesterly along a curved line convex Southeastly and having a radius of 705.00 Feet, an arc distance of 547.22 Feet to a

Legal Description

EXHIBIT ONE

UNOFFICIAL COPY

Exhibit D - 2

That part of the West 1/2 of Section 30, Township 38 North, Range 12 East of the Third Principal Meridian, described as follows: Commencing at the intersection of the Southcity line of the permanent easement for highway purposes (Interstate Route 55) per instrument recorded August 12, 1959 as Document Number 17627674, with the West line of Burr Ridge Parkway in Burr Ridge Park Unit 1, being a subdivision in the West 1/2 of Section 30, aforesaid, according to the plat thereof recorded January 3, 1984 as Document Number 26915064; the following seven courses are along the Westery line of said Burr Ridge Parkway: thence Southerly along a curved line convex Easterly and having a radius of 690.00 feet, an arc distance of 642.83 feet to a point of tangency in said line; thence South 34 degrees 14 minutes 40 seconds West along a line tangent to last described curved line at said last described point 81.30 feet to a point of curvature in said line; thence Southwesterly along a curved line convex Northwesterly, having a radius of 865.00 feet and being tangent to said last described line at said last described point, an arc distance of 599.77 feet to a point of tangency in said line; thence South 05 degrees 29 minutes 00 seconds East along the Westery line of said Burr Ridge Drive, being tangent to said last described curved line at said last described point, 279.36 feet to a point of curvature in said line; thence Southerly along the Westery line of said Burr Ridge Parkway, being a curved line convex Easterly and having a radius of 705.00 feet, an arc distance of 547.22 feet to a point of compound curvature, said point being the intersection of said Westery line with the Northeastery line of Frontage Road according to the plat of dedication recorded March 19, 1985 as Document Number 27479279; the following four courses are along the Northeastery line of said Frontage Road; thence Westery along a curved line convex Southerly and having a radius of 30.00 feet, an arc distance of 49.57 feet to a point of tangency in said line; thence North 19 degrees 01 minutes 32 seconds West, 115.88 feet to a point of curvature in said line; thence Northwesterly along a curved line convex Northwesterly and having a radius of 425.00 feet, an arc distance of 231.81 feet to a point of tangency in said line; thence North 50 degrees 16 minutes 35 seconds West, 4.75 feet to a point for a place of beginning; thence continuing Northwesterly along the Northeastery line of said Frontage Road North 50 degrees 16 minutes 35 seconds West, 299.22 feet to a point of curvature; thence Northwesterly along the Northeastery line of said Frontage Road, being a curved line convex Southwesterly, having a radius of 375.00 feet and being tangent to said last described line at said last described point, an arc distance of 222.70 feet to an intersection

Except that part described as follows:

beginning, in Cook County, Illinois.
 and having a radius of 865.00 Feet, an arc distance of 325.28 Feet to the point of point of curvature in said last line; thence Northerly along a curved line convex Westery tangent to said last described curved line at said last described point, 279.36 Feet to a tangency in said line; thence North 05 Degrees 29 Minutes 00 Seconds West along a line Easterly and having a radius of 675.00 Feet, an arc distance of 321.83 Feet to a point of Feet to a point of curvature in said line; thence Northerly along a curved line convex along a line tangent to said last described curved line at said last described point, 363.20 point of tangency in said line; thence North 21 Degrees 50 Minutes 04 Seconds East

UNOFFICIAL COPY

Exhibit One 3

Property of Cook County Clerk's Office

PERMANENT REAL ESTATE INDEX NUMBER: 18-30-300-028

with the Easterly line of the permanent easement for highway purposes per instrument recorded August 12, 1959 as Document Number 17627674; the following three courses are along the Easterly line of said permanent easement for highway purposes; thence North 00 degrees 00 minutes 34 seconds East, 77.70 feet, thence North 09 degrees 38 minutes 57 seconds East, 408.76 feet, thence North 27 degrees 07 minutes 58 seconds East, 62.76 feet to a point on said Easterly line of said permanent easement for highway purposes; thence South 80 degrees 21 minutes 03 seconds East, 603.43 feet; thence South 09 degrees 38 minutes 57 seconds West, 256.92 feet; thence Southwesterly, Southerly and Southeasterly along a nontangential curved line convex Westerly and having a radius of 50.00 feet, having a chord bearing of South 09 degrees 38 minutes 57 seconds West, an arc distance of 164.29 feet; thence South 09 degrees 38 minutes 57 seconds West along a line not tangent to last described curved line, 159.30 feet; thence South 40 degrees 14 minutes 07 seconds West, 394.86 feet to the point of beginning, in Cook County, Illinois.

UNOFFICIAL COPY

WHEREAS, an application for a Special Use for a Planned Unit Development for certain real estate has been filed with the Village Clerk of the Village of Burr Ridge, Cook and DuPage Counties, Illinois, and said application has been referred to the Plan Commission of said Village and has been processed in accordance with the Burr Ridge Zoning Ordinance; and

WHEREAS, said Plan Commission of this Village held a public hearing on the question of granting said Special Use for a Planned Unit Development beginning on December 6, 2004, and concluding on February 7, 2005, at which time all persons desiring to be heard were given the opportunity to be heard; and

WHEREAS, public notice in the form required by law was provided for said public hearing not more than 30 nor less than 15 days prior to said public hearing by publication in the Suburban Life, a newspaper of general circulation in this Village, there being no newspaper published in this Village; and

WHEREAS, the Village of Burr Ridge Plan Commission has made its report on the request for a Special Use for a Planned Unit Development, including its findings and recommendations, to this President and Board of Trustees, and this President and Board of Trustees has duly considered said report, findings, and recommendations.

**AN ORDINANCE GRANTING A SPECIAL USE
FOR A PLANNED UNIT DEVELOPMENT
PURSUANT TO THE VILLAGE OF BURR RIDGE ZONING ORDINANCE
(Z-24-2004: 501-1201 Burr Ridge Parkway - Opus North Corporation)**

ORDINANCE NO. A-834-10-05

EXHIBIT TWO

UNOFFICIAL COPY

C. That the establishment of the PUD will not impede the normal and orderly development and improvement of

B. That the PUD will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted, nor substantially diminish and impair property values within the neighborhood. The developer has caused to be prepared fiscal studies, market studies, traffic studies, and planning studies indicating that the proposed town center will enhance the value of properties in the area and throughout the Village. The terms and conditions outlined herein ensure that traffic improvements and other improvements are made that will diminish or preclude any negative impacts caused by the proposed development.

A. That the Petitioner for the Special Use for a Planned Unit Development (PUD) for the property located at 501-1201 Burr Ridge Parkway, Burr Ridge, Illinois, its Opus North Corporation (hereinafter "Petitioner"). The Petitioner requests special use approval for a Planned Unit Development to provide for a mixed use town center with retail, residential, and office uses in a traditional pedestrian environment.

the findings set forth in Section 1 finds as follows:

Commission and other matters properly before it, in addition to considering the report, findings, and recommendations of the Plan

Section 2: That this President and Board of Trustees, after

II thereof.

spirit of the Burr Ridge Zoning Ordinance as set forth in Section residents, and is consistent with and fosters the purposes and and in the best interests of the Village of Burr Ridge and its Planned Unit Development indicated herein is in the public good Board of Trustees find that the granting of a Special Use for a hearing are hereby incorporated by reference. This President and

Section 1: All Exhibits submitted at the aforesaid public

Illinois, as follows:

Trustees of the Village of Burr Ridge, Cook and DuPage Counties,

NOW THEREFORE, Be It Ordained by the President and Board of

UNOFFICIAL COPY

That part of the West 1/2 of Section 30, Township 38 North, Range 12, East of the Third Principal Meridian, described as follows: Commencing at the intersection of the southerly line of permanent easement for highway purposes (Interstate Route 55) per instrument recorded August 12, 1959 as Document No. 17627674, with the westerly line of Burr Ridge Parkway in Burr Ridge Park Unit 1, being a subdivision in the West 1/2 of Section 30, aforesaid, according to the plat thereof recorded January 3, 1984 as Document No. 26915064; the following three courses are along the westerly line of said Burr Ridge Parkway; Thence southerly along a curved line convex easterly and having a radius of 690.00 Feet, an arc distance of 642.83 Feet to a point of tangency in said line; Thence South 34 Degrees 14 minutes 40 Seconds West along a line tangent to said last described curved line at said last described point, 81.30 Feet to a point of curvature in said line; Thence Southwesterly along a curved line convex Northwesterly, having a radius of 865.00 Feet

Parkway and is legally described as follows:
 environment. The property is located at 501-1201 Burr Ridge retail, residential and office uses in a traditional pedestrian **hereby granted** to provide for a mixed use town center with

Section 3: That approval of a PUD and a special use **is**

F. That the PUD shall in all other respects conform to the applicable regulations of the Burr Ridge Zoning Ordinance for the district in which it is located.

E. That adequate measures have been or will be taken to provide ingress and egress so designed to minimize traffic congestion in the public streets. The terms and conditions of the PUD ensure that adequate provisions will be made for ingress and egress and that negative impacts on adjacent and surrounding streets will be eliminated or minimized.

D. That adequate utilities, access roads, drainage, and other necessary facilities have been or are being provided. The developer has caused to be prepared traffic studies and stormwater management plans that ensure such facilities will be adequate. Final engineering plans for these facilities as well as for utilities will be provided in the final PUD plan review process.

and adding to the economic vitality of the area. surrounding property for uses permitted in the development of the surrounding area by creating an attractive amenity within the Burr Ridge Corporate Park district. On the contrary, the PUD will facilitate the development of the surrounding area by creating an

UNOFFICIAL COPY

and being tangent to said last described line at said last described point, an arc distance of 274.49 Feet to a point for a place of beginning: Thence North 51 Degrees 06 Minutes 52 Seconds West, 94.61 Feet; Thence North 80 Degrees 06 Minutes 52 Seconds West, 426.44 Feet to a point on the Easterly line of the permanent easement for highway purposes as per instrument recorded August 12, 1959 as Document No. 17627674, said point being 3644.26 Feet North and 1888.33 Feet West of the Southeast Corner of the West 1/2 of said Section 30, as measured along the East line thereof and along a line at Right angles thereto; The following five courses are along the Easterly line of said permanent easement for highway purposes: Thence South 28 Degrees 39 Minutes 26 Seconds West, 108.94 Feet; Thence South 54 Degrees 06 Minutes 58 Seconds West, 363.45 Feet; Thence South 45 Degrees 34 Minutes 39 Seconds West, 173.08 Feet; Thence South 27 Degrees 07 Minutes 58 Seconds West, 185.31 Feet; Thence South 09 Degrees 38 Minutes 57 Seconds West, 408.76 Feet to an angle point in said line; Thence South 00 Degrees 00 Minutes 34 Seconds West along the Easterly line of said permanent Easement for highway purposes per document no: 17627674, to an intersection with the Northeastly line of Frontage Road according to the Plat of Dedication recorded March 19, 1985 as Document No. 27479279; the following five courses are along the Northeastly line of said Frontage Road; Thence Southeastly along a curved line convex Southwestly and having a radius of 375.00 Feet, an arc distance of 222.70 Feet to a point of tangency in said line; Thence South 50 Degrees 16 Minutes 35 Seconds East along a line tangent to said last described curved line at said last described point, 303.98 Feet to a point of curvature in said line; Thence Southeastly along a curved line convex Northeastly and having a radius of 425.00 Feet, an arc distance of 231.81 Feet to a point of tangency in said line; Thence South 19 Degrees 01 Minutes 32 Seconds East along a line tangent to said last described curved line at said last described point, 115.88 Feet to a point of curvature in said line; Thence Southeastly along a curved line convex Southerly and having a radius of 30.00 Feet, an arc distance of 49.57 Feet to a point of compound curvature with the Westerly line of Burr Ridge Parkway in said Burr Ridge Park Unit 1; the following five Courses are along the Westerly line of Burr Ridge Parkway in said Burr Ridge Park Unit 1: Thence Northeastly along a curved line convex Southeastly and having a radius of 705.00 Feet, an arc distance of 547.22 Feet to a point of tangency in said line; Thence North 21 Degrees 50 Minutes 04 Seconds East along a line tangent to said last described curved line at said last described point, 363.20 Feet to a point of curvature in said line; Thence Northerly along a curved line convex Easterly and having a radius of 675.00 Feet, an arc distance of 321.83 Feet to a point of tangency in said line; Thence North 05 Degrees 29 Minutes 00 Seconds West along a line tangent to said last described curved line at said last described point, 279.36 Feet to a point of curvature in said

UNOFFICIAL COPY

Last line; Thence Northerly along a curved line convex
 Westerly and having a radius of 865.00 feet, an arc distance
 of 325.28 feet to the point of beginning, in Cook County,
 Illinois.

Except that part described as follows:

That part of the West 1/2 of Section 30, Township 38 North,
 Range 12 East of the Third Principal Meridian, described as
 follows: Commencing at the intersection of the southerly
 line of the permanent easement for highway purposes
 (Interstate Route 55) per instrument recorded August 12,
 1959 as Document Number 17627674, with the Westerly line of
 Burr Ridge Parkway in Burr Ridge Park Unit 1, being a
 subdivision in the West 1/2 of Section 30, aforesaid,
 according to the plat thereof recorded January 3, 1984 as
 Document Number 26915064; the following seven courses are
 along the Westerly line of said Burr Ridge Parkway; thence
 southerly along a curved line convex Easterly and having a
 radius of 690.00 feet, an arc distance of 642.83 feet to a
 point of tangency in said line; thence South 34 degrees 14
 minutes 40 seconds West along a line tangent to last
 described curved line at said last described point 81.30
 feet to a point of curvature in said line, thence
 Southwesterly along a curved line convex Northwesterly,
 having a radius of 865.00 feet and being tangent to said
 last described line at said last described point, an arc
 distance of 599.77 feet to a point of tangency in said line;
 thence South 05 degrees 29 minutes 00 seconds East along the
 Westerly line of said Burr Ridge Drive, being tangent to
 said last described curved line at said last described
 point, 279.36 feet to a point of curvature in said line;
 thence Southerly along the Westerly line of said Burr Ridge
 Parkway, being a curved line convex Easterly and having a
 radius of 675.00 feet, an arc distance of 321.83 feet to a
 point of tangency in said line; thence South 21 degrees 50
 minutes 04 seconds West along the Westerly line of said Burr
 Ridge Parkway, 363.20 feet to point of curvature in said
 line; thence Southwesterly along the Westerly line of said
 Burr Ridge Parkway, being a curved line convex Southwesterly
 and having a radius of 705.00 feet, an Arc distance of
 547.22 feet to a point of compound curvature, said point
 being the intersection of said Westerly line with the plat of
 Northeastern line of Frontage Road according to the plat of
 dedication recorded March 19, 1985 as Document Number
 27479279; the following four courses are along the
 Northeastern line of said Frontage Road; thence Westerly
 along a curved line convex Southerly and having a radius of
 30.00 feet, an arc distance of 49.57 feet to a point of
 tangency in said line; thence North 19 degrees 01 minutes 32
 seconds West, 115.88 feet to a point of curvature in said
 line; thence Northwesterly along a curved line convex
 Northeastern and having a radius of 425.00 feet, an arc
 distance of 231.81 feet to a point of tangency in said line;
 thence North 50 degrees 16 minutes 35 seconds West, 4.75

UNOFFICIAL COPY

- 1) The approximate location of buildings, surface parking, deck parking, underground parking, pedestrian areas, a town square, a decorative and functional traffic circle, and other features;
- 1i) Identifying each building by number;
- 1ii) Indicating the use of each building including retail uses, residential uses, offices, and

1) **Exhibit A: "Site Plan"** - depicting the general concept of the development including but not limited to:

A. A preliminary plan for a Planned Unit Development is granted as per Section XII.L.2.c of the Burr Ridge Zoning Ordinance. The preliminary plan approval is based on the concept of a mixed use (i.e. retail, residential, and office), pedestrian-oriented "town center". The following exhibits are intended to depict the general character of the development:

subject to compliance with the following terms and conditions:

Section 4: That the approval of this PUD and special use is

PERMANENT REAL ESTATE INDEX NUMBER: 18-30-300-028

feet to a point for a place of beginning; thence continuing Northwesterly along the Northeastly line of said Frontage Road North 50 degrees 16 minutes 35 seconds West, 299.22 feet to a point of curvature; thence Northwesterly along the Northeastly line of said Frontage Road, being a curved line convex Southwesterly, having a radius of 375.00 feet and being tangent to said last described line at said last described point, an arc distance of 222.70 feet to an intersection with the Easterly line of the permanent easement for highway purposes per instrument recorded August 12, 1959 as Document Number 17627674; the following three courses are along the Easterly line of said permanent easement for highway purposes; thence North 00 degrees 00 minutes 34 seconds East, 77.70 feet, thence North 09 degrees 38 minutes 57 seconds East, 408.76 feet; thence North 27 degrees 07 minutes 58 seconds East, 62.76 feet to a point on said Easterly line of said permanent easement for highway purposes; thence South 80 degrees 21 minutes 03 seconds East, 603.42 feet; thence South 09 degrees 38 minutes 57 seconds West, 256.92 feet; thence Southwesterly, Southerly and Southeastly along a nontangential curved line convex Westerly and having a radius of 50.00 feet, having a chord bearing of South 05 degrees 38 minutes 57 seconds West, an arc distance of 164.29 feet; thence South 09 degrees 38 minutes 57 seconds West along a line not tangent to last described curved line, 159.30 feet; thence South 40 degrees 14 minutes 07 seconds West, 394.86 feet to the point of beginning, in Cook County, Illinois.

UNOFFICIAL COPY

- (iv) Identifying access points with cross access to the adjoining health and fitness club; and Depicting service areas including trash collection and loading enclosed within the buildings and accessed from the internal, private street.
- 2) **Exhibit B:** "Second Floor Plan" - depicting the location of second floor offices, parking, and residential units.
- 3) **Exhibit C:** "Underground Parking Plan" - depicting the location and configuration of underground parking in Buildings 1, 6, and 7.
- (i) **Exhibit D:** Exhibit Removed
- 5) **Exhibit E:** "Section AA" - depicting the street and sidewalk dimensions between Buildings 4 and 5 and the approximate heights of Buildings 4 and 5.
- 6) **Exhibit E:** "Section BB" - depicting the street, sidewalk, and courtyard dimensions within the courtyard of Building 7 and the approximate height of Building 7.
- 7) **Exhibit G:** "Section CC" - depicting the distance from Building 4 to Burr Ridge Parkway, the 8-foot sidewalk along Burr Ridge Parkway, and the configuration of a possible outdoor seating area along Burr Ridge Parkway.
- 8) **Exhibit H:** "Section DD" - depicting the Lincolnshire Drive entry to the town center, the street and sidewalk dimensions between Buildings 1 and 4, and the approximate heights of Buildings 1 and 4.
- 9) **Exhibit I:** "Section EE" - depicting the street and sidewalk dimensions between Buildings 1 and 3 and the heights of Buildings 1 and 3.
- 10) **Exhibit J:** "Section FF" - depicting the street, sidewalk, setback dimensions between Building 1 and Bridewell Drive including an 8-foot sidewalk and a minimum 20-foot separation between the building and the street.
- 11) **Exhibit K:** "Exhibit GG" - depicting the minimum setbacks of Buildings 1, 2, 4, and 6 from Burr Ridge Parkway and Building 7 from Bridewell Drive.
- 12) **Exhibit L:** "Burr Ridge Parkway - Building 1" - depicting the general architectural character of

Property & Office

UNOFFICIAL COPY

- 1) Phasing plan and construction schedule to include the following specifications:
 - i) The first phase shall include either Buildings 2, 3, 4, or 5;
 - ii) The shell and core of at least three of the six retail buildings (Buildings 1-6) shall be completed prior to occupancy of the proposed residential building (Building 7);
 - iii) The expected schedule for beginning and ending of each phase;
 - iv) A building permit will not be issued for Buildings 1, 2, 3, 4, 5, or 6 until such time that a minimum of 30% of the ground floor area of the building for which a building permit application has been requested is the subject of an executed lease agreement(s) or letter(s) of intent with at least one key anchor tenant;
 - v) A building permit will not be issued for

B. The proposed development shall comply with the attached **Exhibits A through N** except as specifically modified herein or as may be approved by the Village during the final plan approval process. The final RPD plans shall be subject to the review of the Plan Commission and approval by the Board of Trustees as per Section XIII.L.2.d of the Burr Ridge Zoning Ordinance. The final RPD plans listed below may be submitted all at one time or may be submitted independently as may be established under the phasing plan. Consideration of the final RPD approvals shall include the following plans and documents:

- 13) **Exhibit M:** "Burr Ridge Parkway - Building 4" - depicting the general architectural character of the Burr Ridge Parkway facade of Building 4 and throughout the town center including the use of masonry and glass materials, recessed balconies for residential units, and the configuration of windows, doors, and other architectural features.

the Burr Ridge Parkway facade of Building 1 and throughout the town center including the use of masonry and glass materials, recessed balconies for residential units, and the configuration of windows, doors, and other architectural features. It is acknowledged that the absolute height and the final architecture of Building 1 is subject to further review during final RPD plan consideration with the intent that the architecture should minimize the appearance of the building's height while still allowing Building 1 to contain four stories.

UNOFFICIAL COPY

Exhibit 10-9

- Building 7 until such time that a minimum of 30% of the residential units are the subject of a contract to purchase.
- vi) A schedule for completion of final roadway improvements referenced in sub-section j below.
- 2) Final site plan(s).
 - 3) Building elevations.
 - 4) Design guidelines including specifications for signs, building exteriors, and streetscape improvements.
 - 5) Landscaping plan(s) including but not limited to interior landscaping, parking lot landscaping, and perimeter landscaping. Perimeter landscaping to include landscaping along Burr Ridge Parkway and landscaping screening of the west side of the buildings as viewed from the adjacent health and fitness club.
 - 6) Streetscape plan(s) for Burr Ridge Parkway and the proposed interior street including street and sidewalk configurations, paving and surfacing materials, street furniture and landscaping, street and sidewalk lighting, and areas for outside display of restaurant seating.
 - 7) Sign plans including business identification signs, entryway monument signs, and traffic signs for private and public streets including a detailed way finding sign program.
 - 8) Security plan including parking enforcement and safety program.
 - 9) Maintenance plan including maintenance of landscaping areas, the private street, parking areas, buildings exteriors, and snow removal.
 - 10) Parking management plan including but not limited to regulations pertaining to on-street parking, overnight parking, residential visitor parking, employee parking, and descriptions of private enforcement of parking regulations.
- c. The proposed interior street shall be a private street with easements accommodating public access. An easement allowing public use of the town square located at the north end between Buildings 5 and 6 shall be provided and shall include limitations on the retail kiosks in a manner consistent with the site plan attached as **Exhibit A** and provisions for public events

UNOFFICIAL COPY

Exhibit Two - 10

- and activities to be scheduled by the Village of Burr Ridge. Final details regarding the easements and the public use of these privately owned areas shall be provided with the final PUD plans referenced above.
- D. The design and construction of all parking areas shall comply with the regulations contained in Section XI and Appendix V of the Burr Ridge Zoning Ordinance.
- E. Final PUD Plans shall provide details regarding the buildings and streetscape along Burr Ridge Parkway with said buildings and streetscape designed to create an attractive and pedestrian-oriented environment including the following:
- 1) Buildings 1, 2, 4, and 6 shall be designed in a manner to create an attractive appearance from Burr Ridge Parkway. Architectural features shall include the extensive use of windows, articulation of masonry materials, extension of storefronts at the building corners, and landscaping in a manner compatible to the building elevations attached hereto as Exhibits L and M.
 - 2) There shall be no trash, loading, or other service areas located on the Burr Ridge Parkway side of the buildings. All such service areas shall be accessed via recessed, internal service areas as depicted on Exhibit A.
 - 3) There shall be an 8-foot-wide sidewalk between the buildings and Burr Ridge Parkway with the final location and design details to be considered at the time of final PUD plan approval.
 - 4) There shall be street trees and other landscaping provided along Burr Ridge Parkway with final details to be considered at the time of final PUD plan approval.
 - 5) There shall be street furniture or other pedestrian-oriented amenities provided at key intersections along Burr Ridge Parkway with final details to be considered at the time of final PUD plan approval.
- F. Buildings 1 and 6 shall be limited to four stories with retail on the first floor and residential on three floors above the retail and subject to the following terms and conditions:
- 1) Permitted uses for Buildings 1 and 6 shall be limited to those uses listed on the attached Exhibit N. Those uses listed as Special Uses in Exhibit N shall require special use approval as

UNOFFICIAL COPY

Exhibit Two - 11

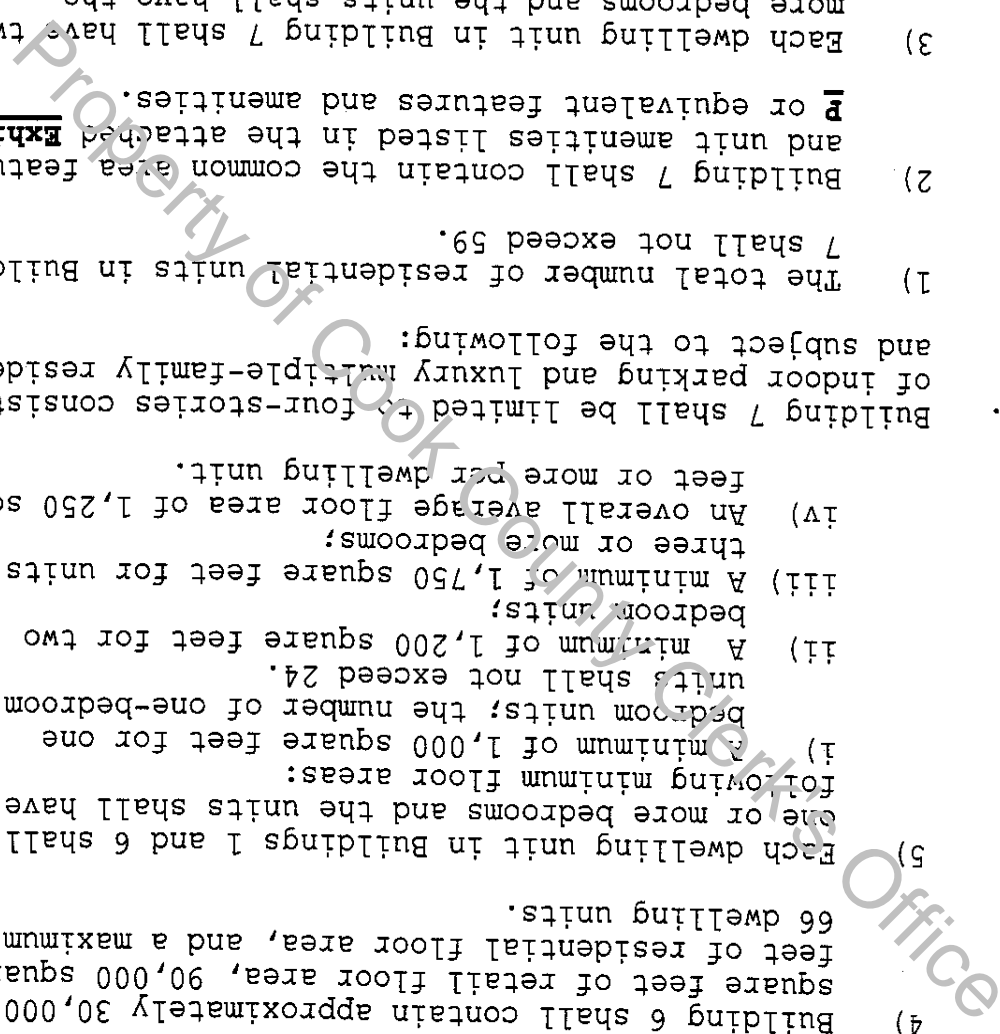
H. Buildings 2 and 4 shall be limited to two-stories with retail on the first floor and offices or retail on the second floor and subject to the following terms and

- (1) The total number of residential units in Building 7 shall not exceed 59.
- (2) Building 7 shall contain the common area features and unit amenities listed in the attached Exhibit B or equivalent features and amenities.
- (3) Each dwelling unit in Building 7 shall have two or more bedrooms and the units shall have the following minimum floor areas:
 - (i) A minimum of 1,650 square feet for two bedroom units.
 - (ii) A minimum of 2,200 square feet for three bedroom units.
 - (iii) An overall average floor area of 2,000 square feet or more per dwelling unit.

G. Building 7 shall be limited to four-stories consisting of indoor parking and luxury multiple-family residences and subject to the following:

- (1) A minimum of 1,000 square feet for one bedroom units; the number of one-bedroom units shall not exceed 24.
- (ii) A minimum of 1,200 square feet for two bedroom units;
- (iii) A minimum of 1,750 square feet for units with three or more bedrooms;
- (iv) An overall average floor area of 1,250 square feet or more per dwelling unit.
- (5) Each dwelling unit in Buildings 1 and 6 shall have one or more bedrooms and the units shall have the following minimum floor areas:
 - (i) A minimum of 1,000 square feet for one bedroom units; the number of one-bedroom units shall not exceed 24.
 - (ii) A minimum of 1,200 square feet for two bedroom units;
 - (iii) A minimum of 1,750 square feet for units with three or more bedrooms;
 - (iv) An overall average floor area of 1,250 square feet or more per dwelling unit.
- (4) Building 6 shall contain approximately 30,000 square feet of retail floor area, 90,000 square feet of residential floor area, and a maximum of 66 dwelling units.
- (3) Building 1 shall contain approximately 25,000 square feet of retail floor area, 75,000 square feet of residential floor area, and a maximum of 54 dwelling units.
- (2) The dwelling units in Buildings 1 and 6 shall contain the common area features and unit amenities listed in the attached Exhibit O or equivalent features and amenities.

per Section XIII of the Burr Ridge Zoning Ordinance.



UNOFFICIAL COPY

Exhibit 120 - 12

- conditions:
- 1) Permitted uses for Buildings 2 and 4 shall be limited to those uses listed on the attached **Exhibit Q**. Those uses listed as Special Uses in **Exhibit Q** shall require special use approval as per Section XIII of the Burr Ridge Zoning Ordinance.
 - 2) Permitted uses on the second floor of Buildings 2 and 4 shall be limited to those uses listed on the attached **Exhibit R**.
 - 3) Building 2 shall contain approximately 34,000 square feet of retail floor area on the first floor and 17,000 square feet of floor area on the second floor.
 - 4) Building 4 shall contain approximately 31,450 square feet of retail floor area on the first floor and 16,000 square feet of floor area on the second floor.
- I. Buildings 3 and 5 shall be limited to two-stories with retail on the first floor facing the proposed street and parking on the first and second floors behind and above the retail subject to the following terms and conditions:
- 1) Permitted uses for Buildings 3 and 5 shall be limited to those uses listed on the attached **Exhibit R**. Those uses listed as Special Uses in **Exhibit R** shall require special use approval as per Section XIII of the Burr Ridge Zoning Ordinance.
 - 2) Building 3 shall contain approximately 40,650 square feet of retail floor area.
 - 3) Building 5 shall contain approximately 50,150 square feet of retail floor area.
- J. The development shall be subject to the roadway improvements described in the attached **Exhibits S through W** and referenced below. Final phasing and final engineering details of the roadway improvements shall be determined in conjunction with the approval of the final PUD phasing plan referenced herein.
- 1) **Exhibit T**: Extension of 71st Street to Wolf Road including traffic signal and lane re- configurations on Wolf Road and realignment of Bridewell and 71st Street at 72nd Street.
 - 2) **Exhibit U**: County Line Road southbound dual left

UNOFFICIAL COPY

Section 5: That this Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law. The Village Clerk is hereby directed and ordered to publish this Ordinance in pamphlet form.

- L. The condominium declaration and covenants for all the residential units shall contain a binding limitation on the rental of units, such limitation to be subject to the approval of the Village and it being the intent to limit the rental of such units in the most restrictive manner feasible.
 - K. The development shall be subject to compliance with applicable Village of Burr Ridge stormwater management regulations as delineated in the attached **Exhibits X, Y, and Z.**
 - 9) **Exhibit W:** North and southbound left turn lanes on Burr Ridge Parkway at McClintock Drive.
 - 8) **Exhibit W:** Northbound left turn lane on Burr Ridge Parkway at Center Access Drive (Lifetime Fitness Drive).
 - 7) **Exhibit V:** North and southbound left turn lanes on Burr Ridge Parkway at Lincolnshire Drive.
 - 6) **Exhibit V:** Lane reconfiguration on Bridewell Drive at south access drive including raised median and right-in/right-out turn restrictor at south access drive.
 - 5) **Exhibit V:** Traffic signal at Burr Ridge Parkway and Bridewell Drive with interconnect to County Line Road signal and with lane reconfigurations.
 - 4) **Exhibit U:** Supplemental traffic directional signage on County Line Road and Burr Ridge Parkway.
 - 3) **Exhibit U:** Burr Ridge Parkway roadway widening and lane reconfigurations - County Line to Bridewell.
- turn lane extension at Bridewell Drive including County Line Road widening to accommodate turn lane extension.

UNOFFICIAL COPY

EXHIBIT TWO - 17

Property of Cook County Clerk's Office

ATTEST:

Village Clerk

[Signature]

Village President

[Signature]

this 11th day of April, 2005.

APPROVED by the President of the Village of Burr Ridge on

AYES: 5 - Trustees Paveza, Grasso, Pallat, Cizek, and Sodtkoff

NAYS: 0 - None

ABSENT: 1 - Trustee Rohner

FOLLOWS:

Authorities of the Village of Burr Ridge on a roll call vote as

PASSED this 11th day of April, 2005, by the corporate

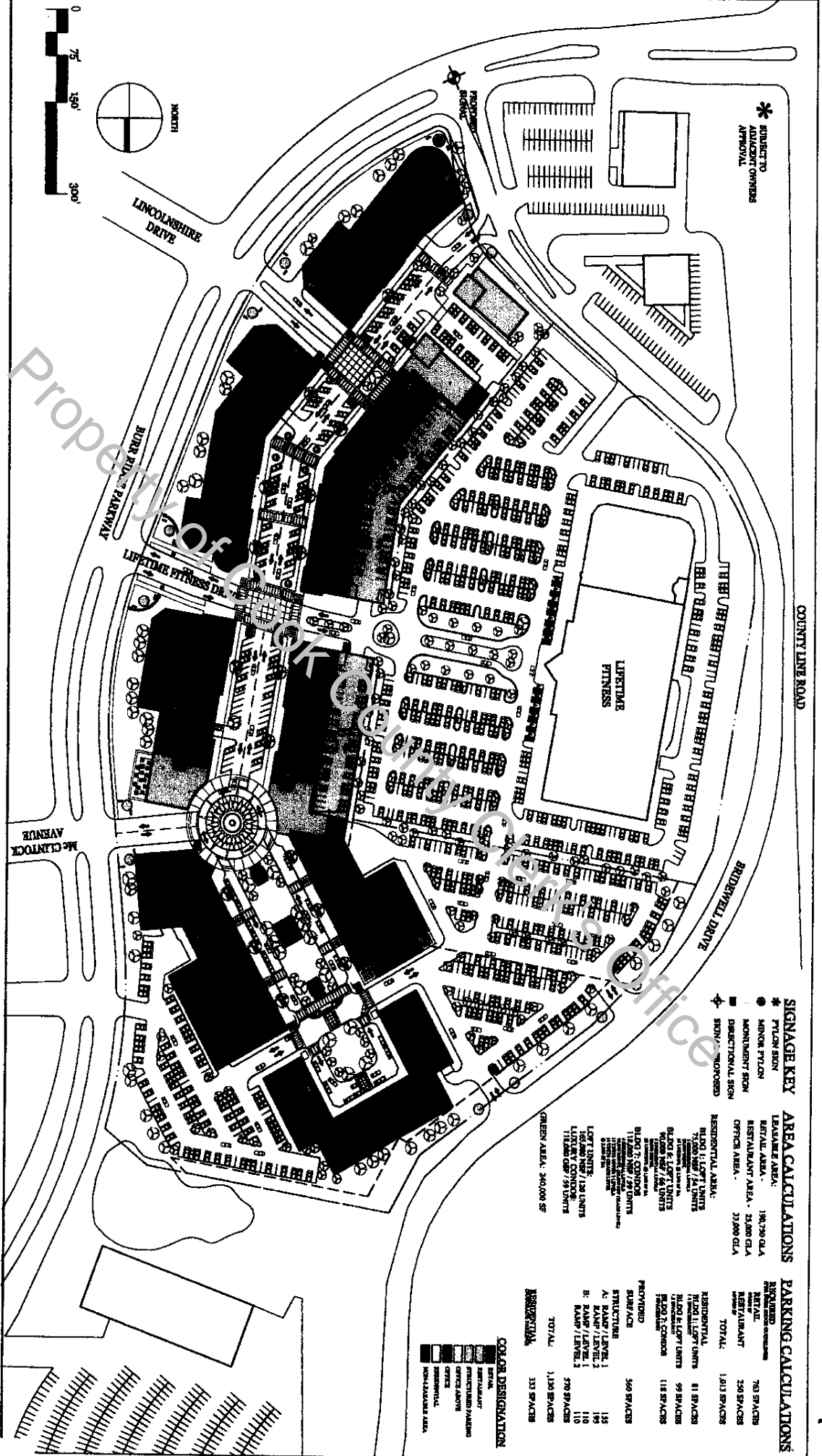
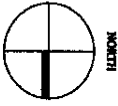
UNOFFICIAL COPY

Burr Ridge Town Center

SITE PLAN
CONCEPT DESIGN

OPUS. RTKI
10 FEB 2005

10 FEB 2005



- SIGNAGE KEY**
- * Pylon Sign
 - Minor Pylon
 - Monumental Sign
 - ◻ Directional Sign
 - ◻ Sign - Uncovered

AREA CALCULATIONS

LEASABLE AREA:	196,750 GFA
RESTAURANT AREA:	15,000 GFA
OFFICE AREA:	33,000 GFA
TOTAL:	244,750 GFA

PARKING CALCULATIONS

REQUIRED PARKING:	763 SPACES
RETAIL:	256 SPACES
RESTAURANT:	256 SPACES
OFFICE:	251 SPACES
TOTAL:	763 SPACES

RESIDENTIAL AREA:

BLDG 1: LOFT UNITS	75,000 SQ FT / 75 UNITS
BLDG 2: LOFT UNITS	75,000 SQ FT / 75 UNITS
BLDG 3: CONDO UNITS	75,000 SQ FT / 75 UNITS
BLDG 4: LOFT UNITS	75,000 SQ FT / 75 UNITS
BLDG 5: LOFT UNITS	75,000 SQ FT / 75 UNITS
BLDG 6: LOFT UNITS	75,000 SQ FT / 75 UNITS
BLDG 7: CONDO UNITS	75,000 SQ FT / 75 UNITS
BLDG 8: LOFT UNITS	75,000 SQ FT / 75 UNITS
TOTAL:	600 UNITS

GREEN AREA: 240,000 SF

STRUCTURE DESIGNATION

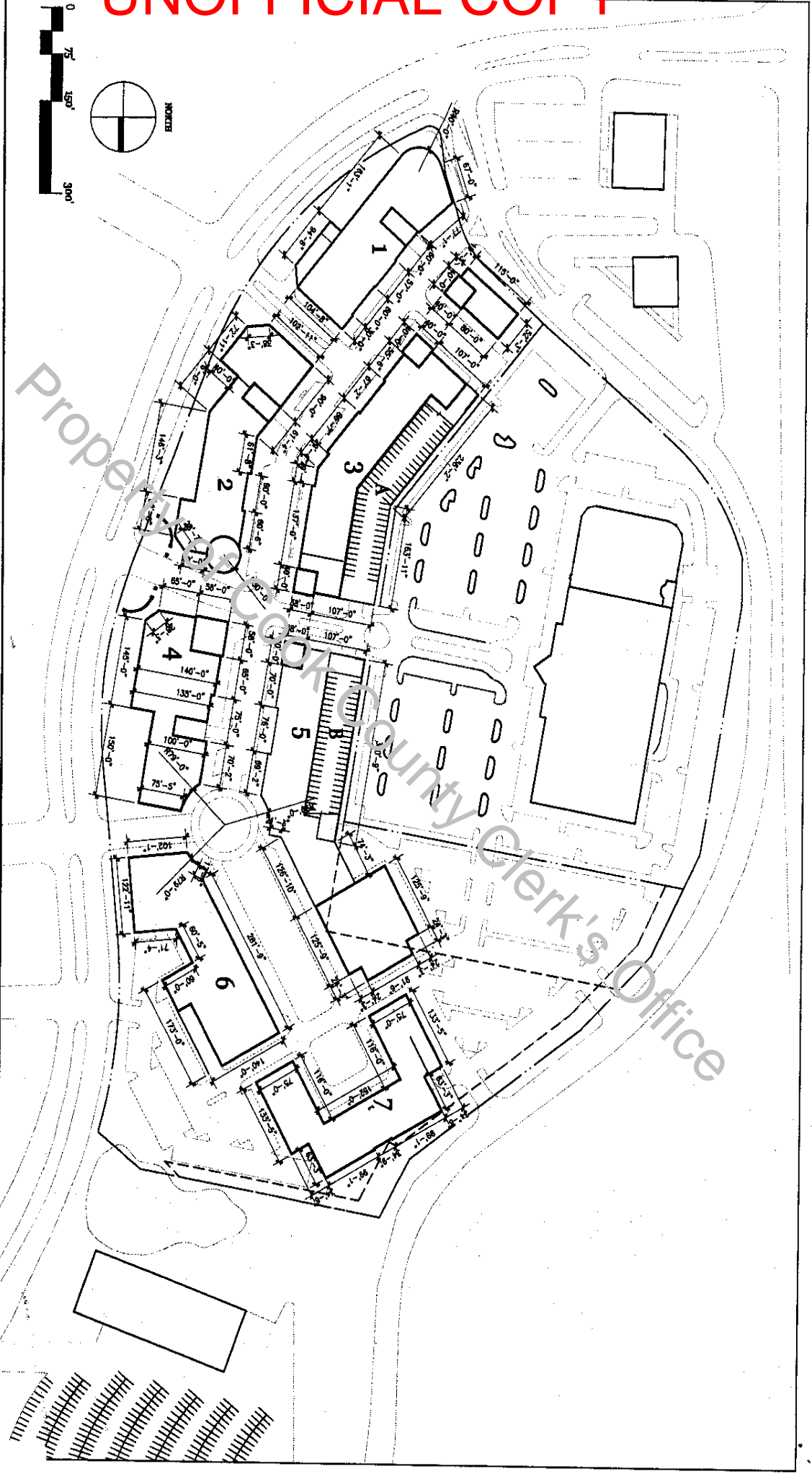
STRUCTURE:	560 SPACES
BLDG 1: LEVEL 1	125
BLDG 1: LEVEL 2	125
BLDG 2: LEVEL 1	110
BLDG 2: LEVEL 2	110
TOTAL:	1,130 SPACES
NON-PARKABLE AREA:	333 SPACES

UNOFFICIAL COPY

Burr Ridge Town Center

SITE PLAN
CONCEPT DESIGN

OPUS. RTKI
10 FEB 201



Property of Cook County Clerk's Office

UNOFFICIAL COPY

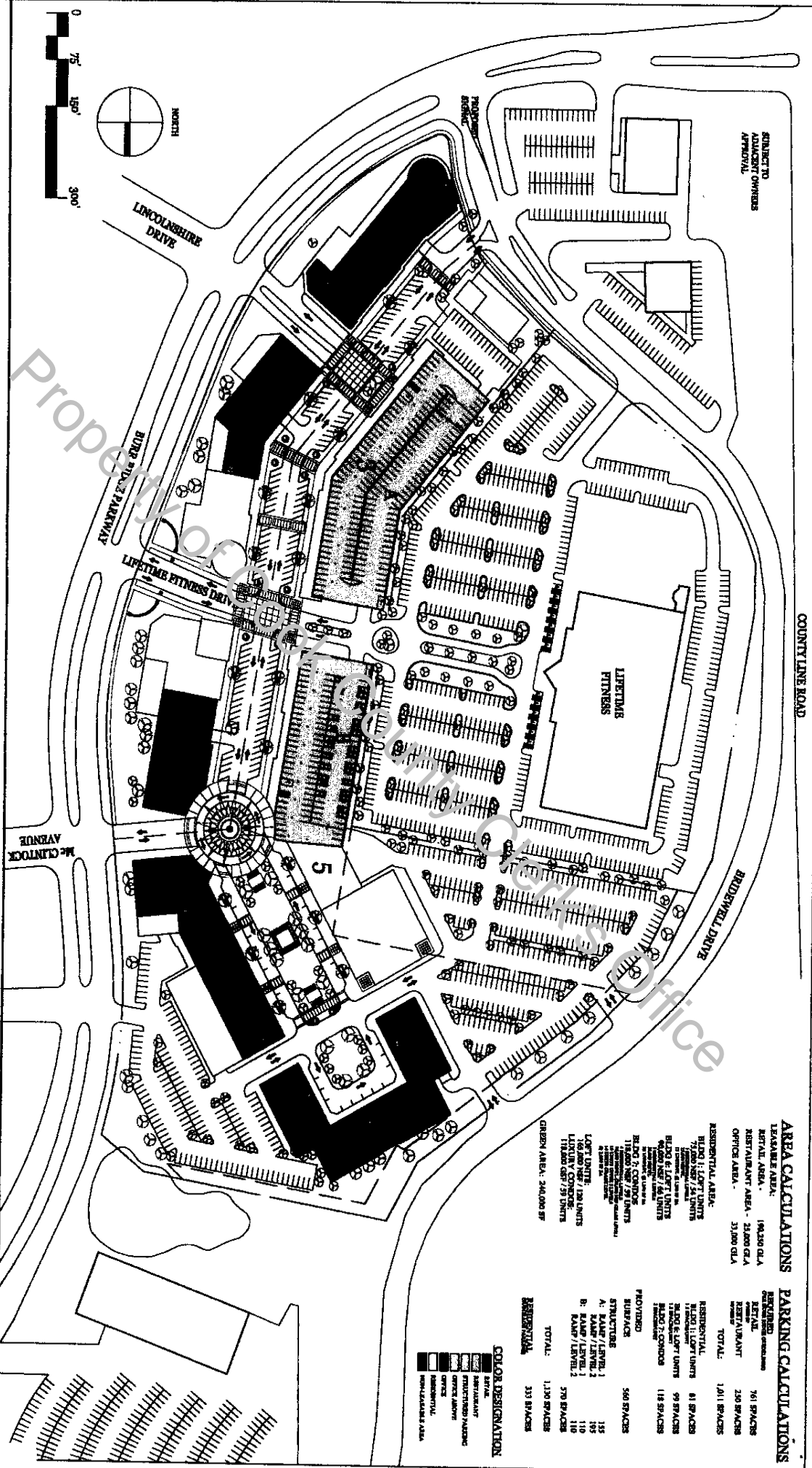
Burr Ridge Town Center

SECOND FLOOR PLAN

CONCEPT DESIGN



07 FEB 200



SUBJECT TO ADJACENT OWNERS APPROVAL



AREA CALCULATIONS	
LEASEABLE AREA:	194,330 GFA
RETAIL AREA:	23,000 GFA
OFFICE AREA:	33,000 GFA
RESIDENTIAL AREA:	
LEVEL 1, LOFT UNITS	10,000 GFA
LEVEL 2, LOFT UNITS	10,000 GFA
LEVEL 3, CONDOS	11,200 GFA
LEVEL 4, CONDOS	11,200 GFA
TOTAL	42,400 GFA
LOFT UNITS	160 UNITS
LUXURY CONDOS	110 UNITS
TOTAL CONDOS	220 UNITS
GREEN AREA:	240,000 SF

PARKING CALCULATIONS	
RETAIL	761 SPACES
OFFICE	230 SPACES
RESIDENTIAL	1,011 SPACES
TOTAL	2,002 SPACES
RESIDENTIAL	
LEVEL 1, LOFT UNITS	81 SPACES
LEVEL 2, LOFT UNITS	99 SPACES
LEVEL 3, CONDOS	118 SPACES
LEVEL 4, CONDOS	118 SPACES
TOTAL	416 SPACES
PROVIDED	560 SPACES
DEFICIT	150 SPACES
A: RAMP / LEVEL 1	135
B: RAMP / LEVEL 2	15
C: RAMP / LEVEL 3	10
D: RAMP / LEVEL 4	10
TOTAL	1,130 SPACES
RESIDENTIAL	330 SPACES



UNOFFICIAL COPY

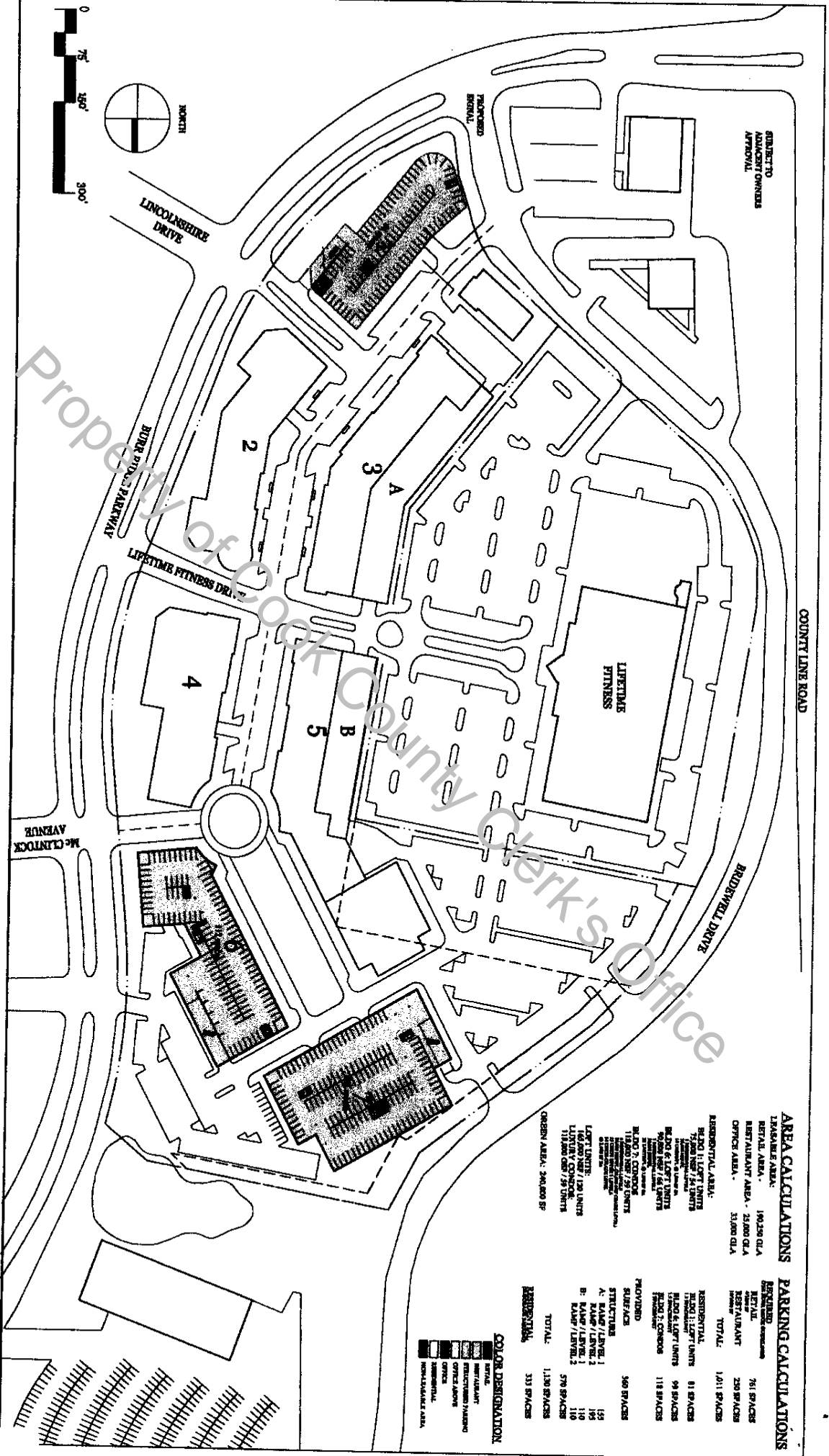
Burr Ridge Town Center

UNDERGROUND PARKING PLAN

CONCEPT DESIGN

OPUS. RTKI

07 FEB 200



SUBJECT TO
ADJACENT OWNERS
APPROVAL

COUNTY LINE ROAD

RODWELL DRIVE

2400 WEST
LINCOLN AVE
SUNSHINE
CENTRAL

BURR RIDGE PARKWAY

LIFETIME FITNESS DRIVE

MCCLINTOCK AVENUE

AREA CALCULATIONS

LEASEABLE AREA: 190,239 G.S.A.
RETAIL AREA: 25,000 G.S.A.
OFFICE AREA: 31,000 G.S.A.

PARKING CALCULATIONS

RETAIL: 761 SPACES
OFFICE: 298 SPACES
TOTAL: 1,059 SPACES

RESIDENTIAL AREA:

LEVEL 1: 120 UNITS
LEVEL 2: 120 UNITS
LEVEL 3: 120 UNITS
LEVEL 4: 120 UNITS
LEVEL 5: 120 UNITS
TOTAL: 600 UNITS

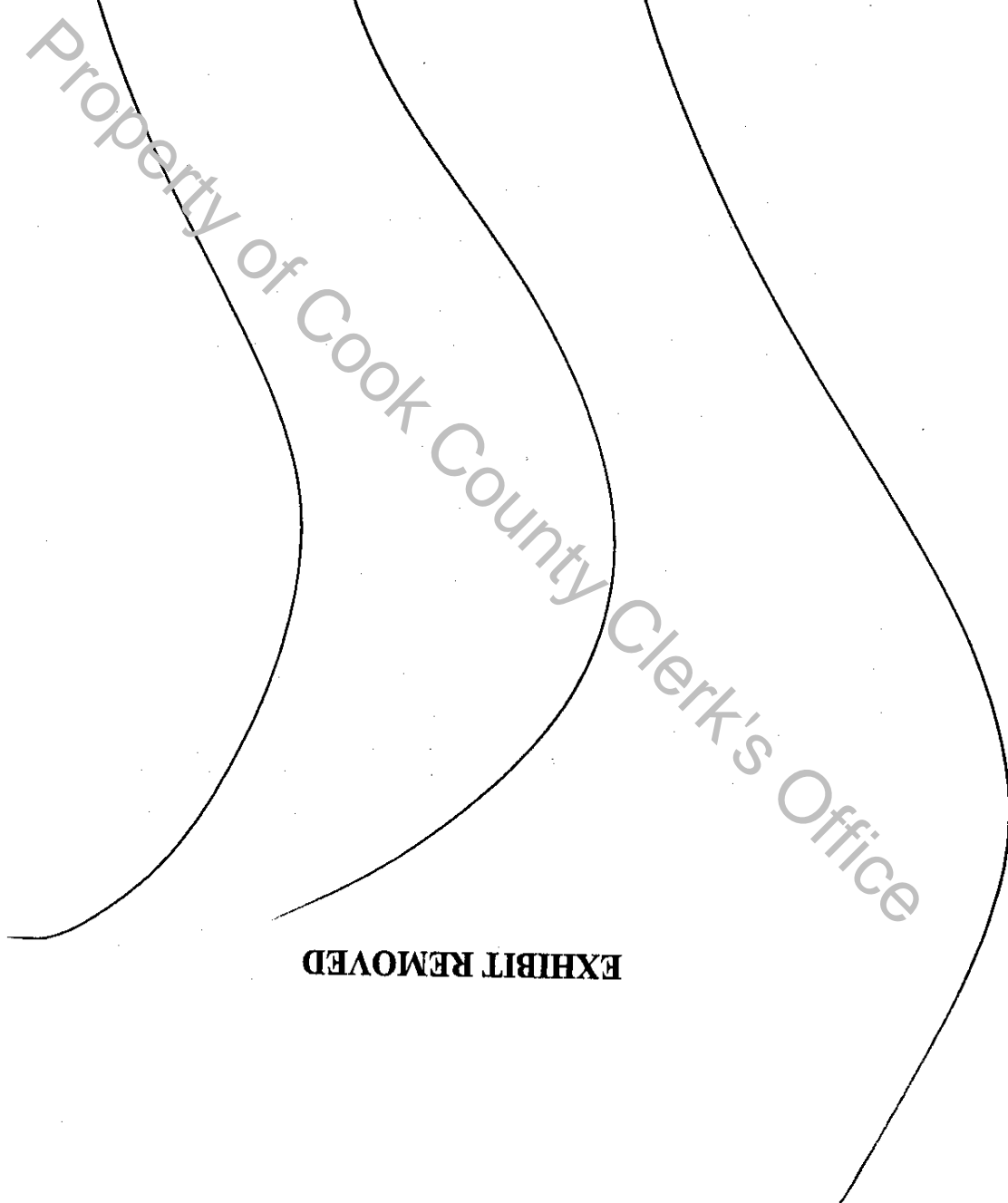
PROVIDED:

LEVEL 1: 120 SPACES
LEVEL 2: 120 SPACES
LEVEL 3: 120 SPACES
LEVEL 4: 120 SPACES
LEVEL 5: 120 SPACES
TOTAL: 600 SPACES

COLOR DESIGNATION

- RETAIL
- OFFICE
- OFFICE ADJACENT
- OFFICE
- RESIDENTIAL
- UNASSIGNABLE AREA

UNOFFICIAL COPY



Property of Cook County Clerk's Office

EXHIBIT REMOVED

EXHIBIT D

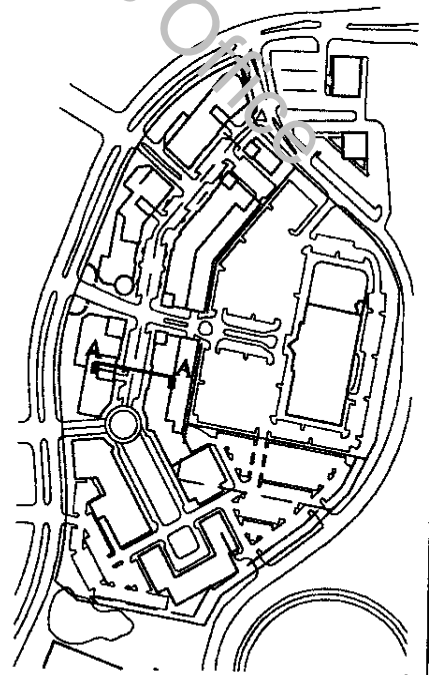
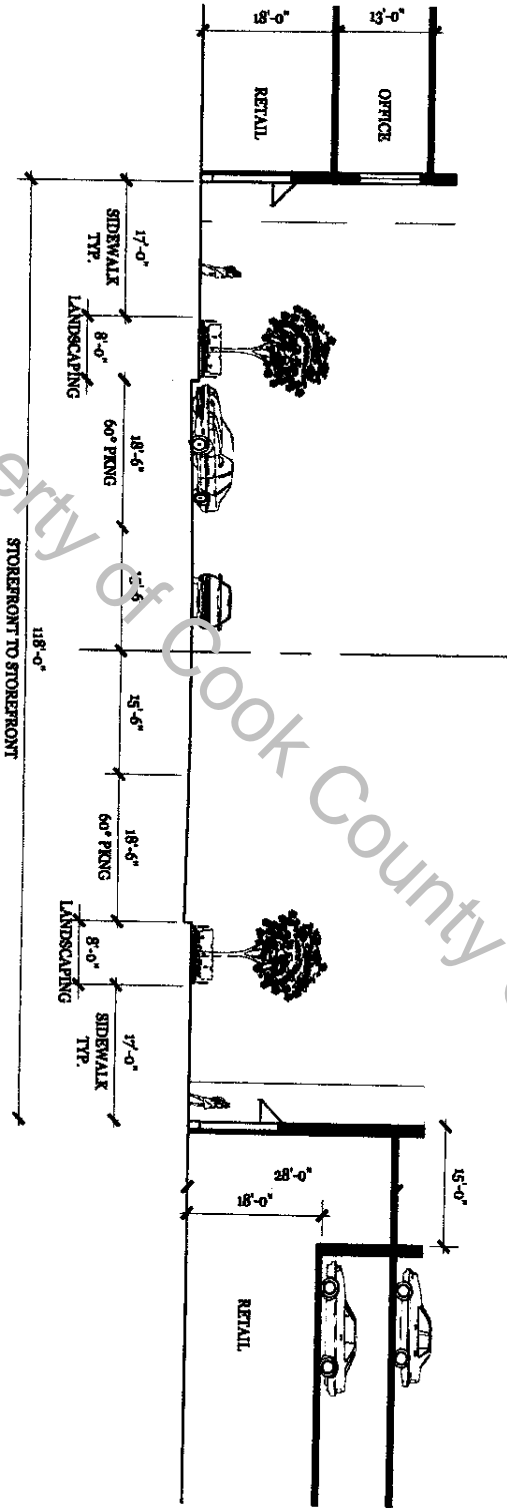
UNOFFICIAL COPY

Burr Ridge Town Center

SECTION A-A
CONCEPT DESIGN

OPUS, RTKI

07 FEB 2008



UNOFFICIAL COPY

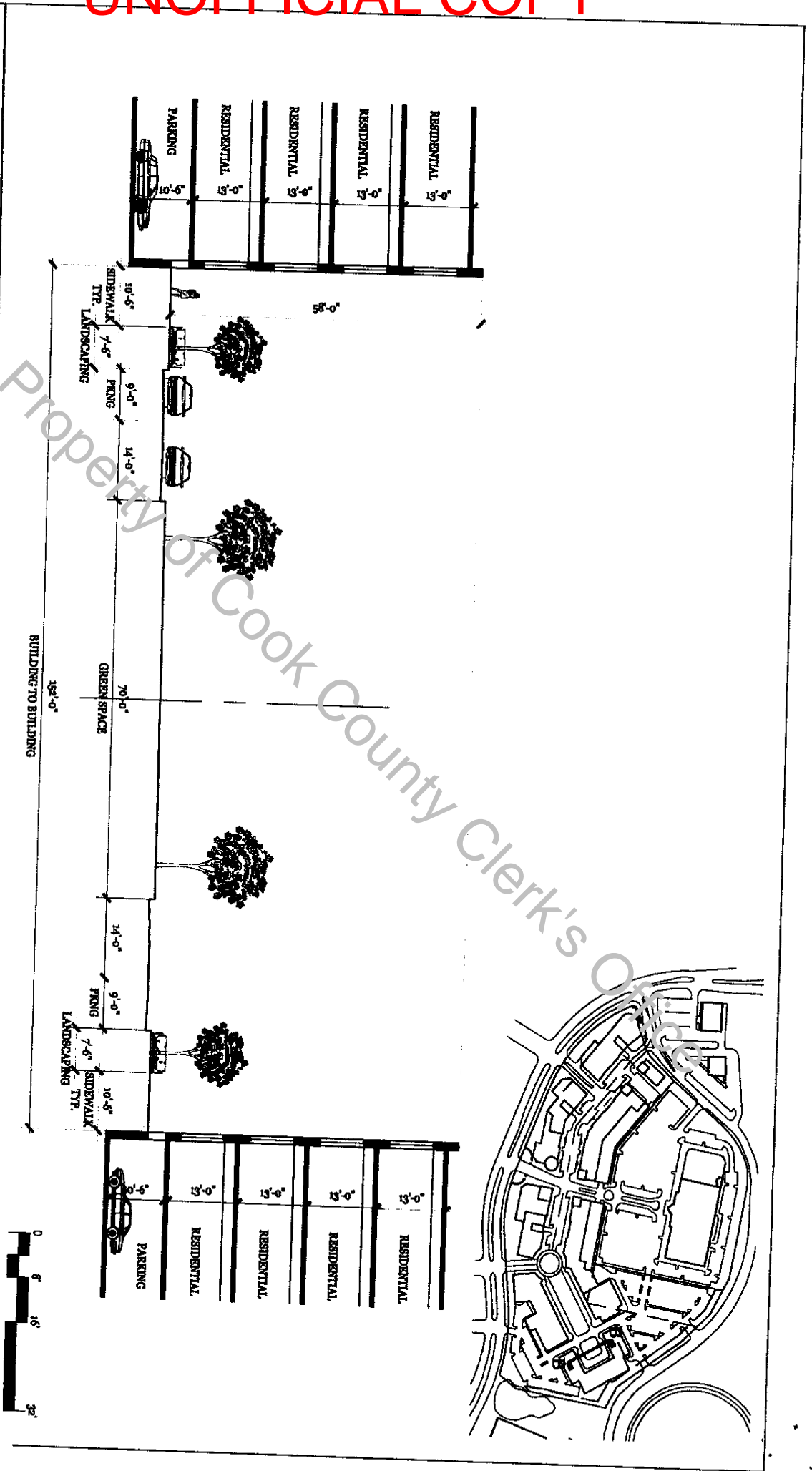
Burr Ridge Town Center

SECTION B-B

CONCEPT DESIGN

OPUS. RTKI

07 FEB 2008

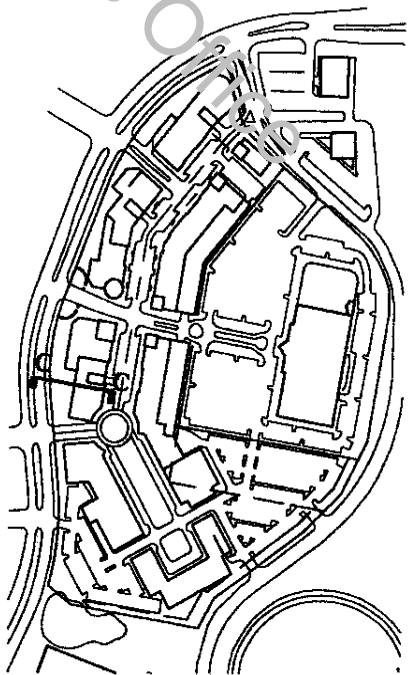


UNOFFICIAL COPY

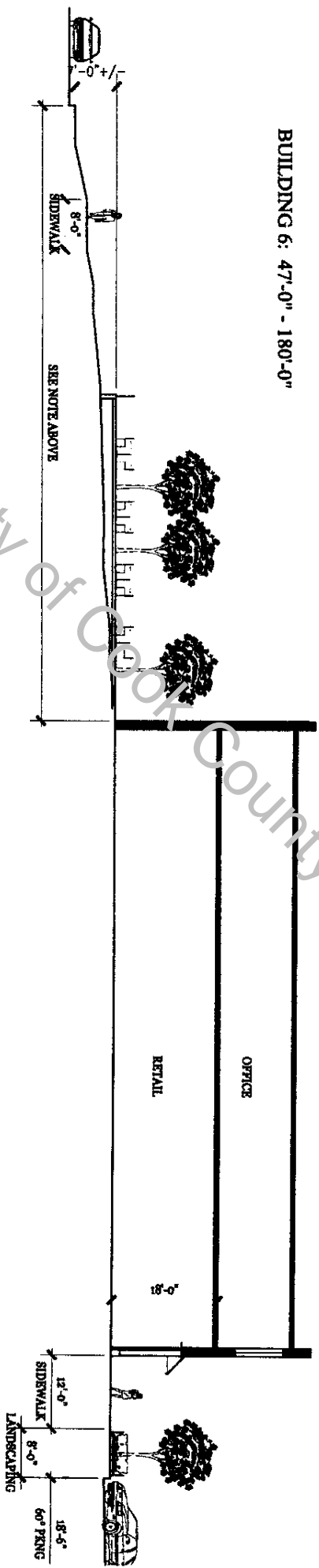
Burr Ridge Town Center

SECTION C-C
CONCEPT DESIGN

OPUS. RTKI
07 FEB 2006



- RANGE IN DISTANCE FROM
BURR RIDGE PARKWAY"
- BUILDING 1: 40'-0" - 66'-6"
 - BUILDING 2: 31'-6" - 77'-6"
 - BUILDING 4: 65'-0" - 104'-0"
 - BUILDING 6: 47'-0" - 180'-0"



Property of Cook County Clerk's Office

UNOFFICIAL COPY

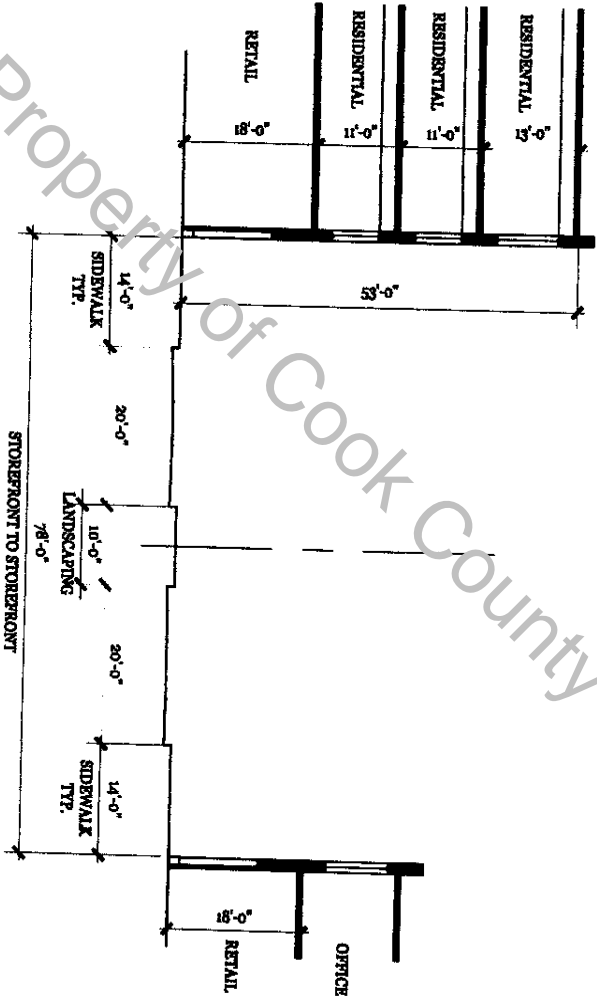
Burr Ridge Town Center

SECTION D-D

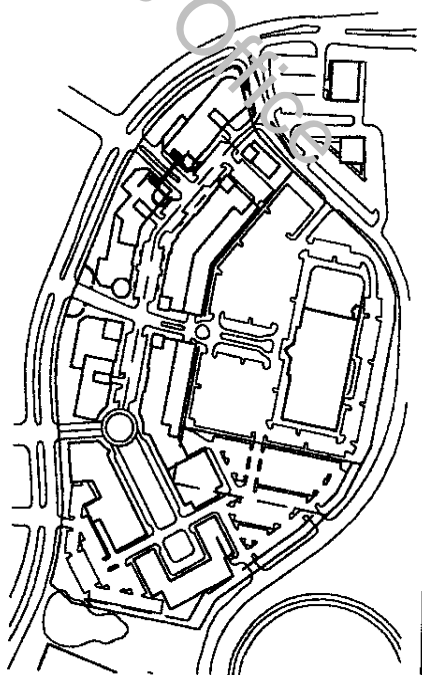
CONCEPT DESIGN



07 FEB 200



Property of Cook County Clerk's Office



UNOFFICIAL COPY

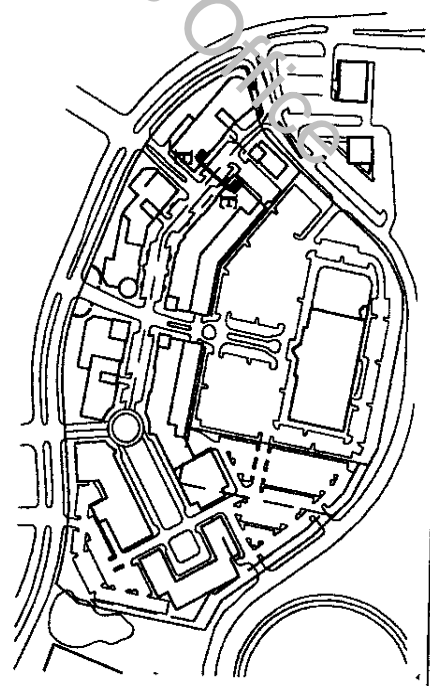
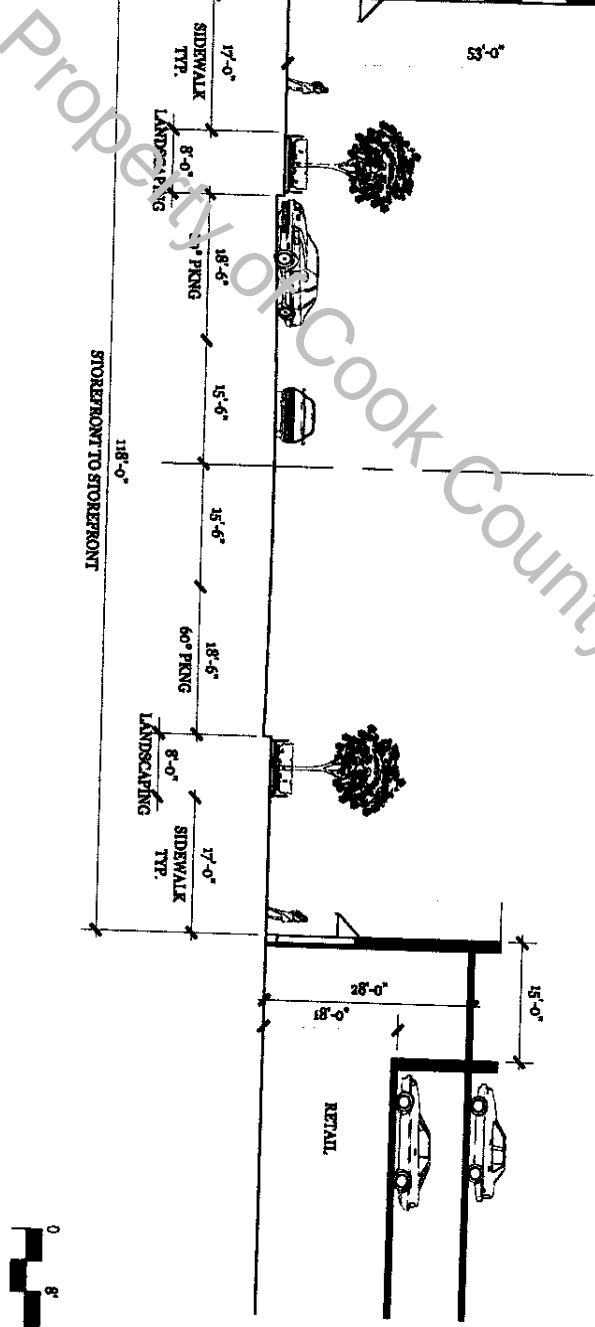
Burr Ridge Town Center

SECTION E-E

CONCEPT DESIGN

OPUS, RTKI

07 FEB 200



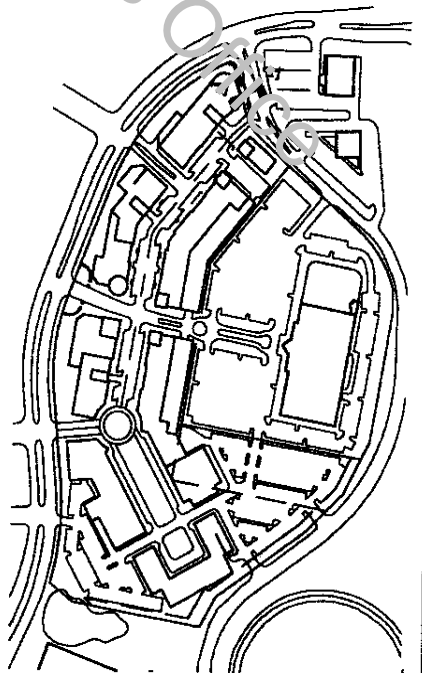
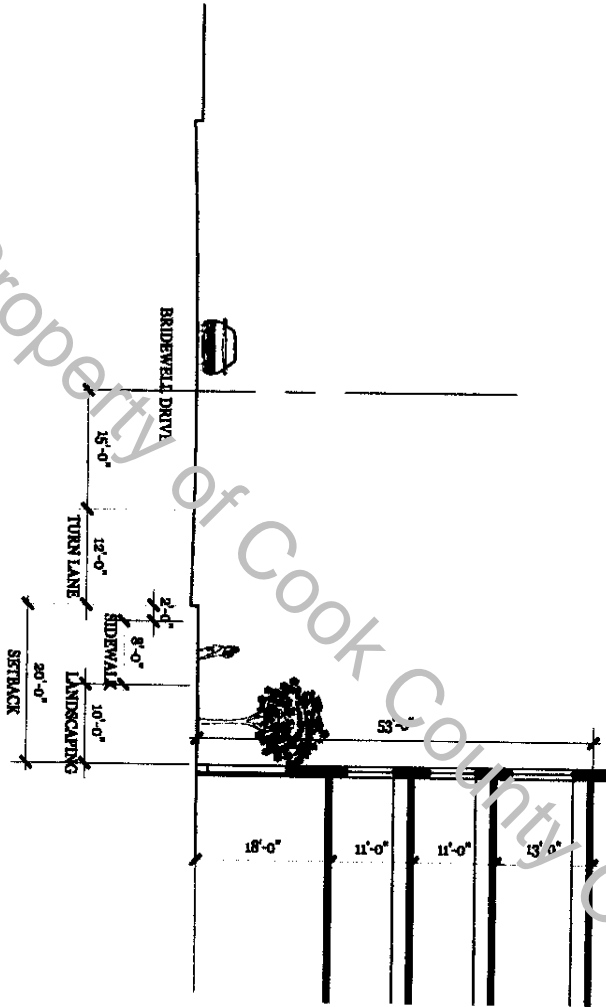
UNOFFICIAL COPY

Burr Ridge Town Center

SECTION F-F
CONCEPT DESIGN

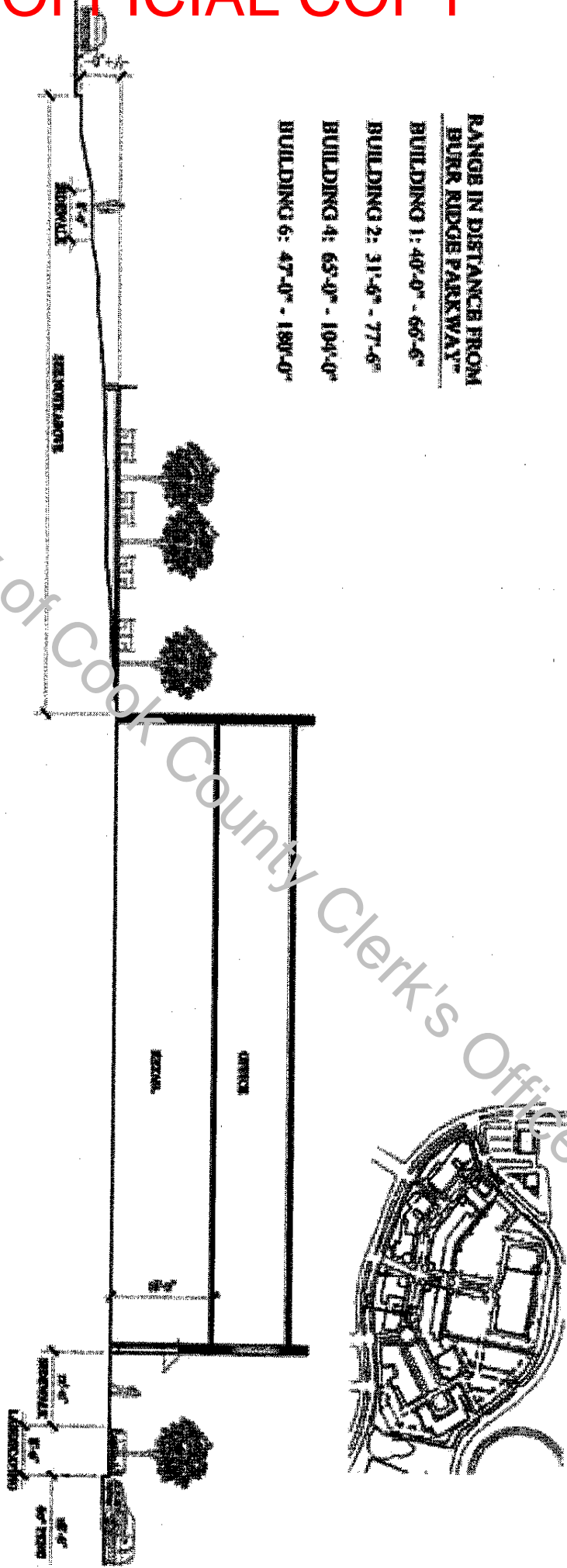
OPUS. RTKI

07 FEB 20X



UNOFFICIAL COPY

- RANGE IN DISTANCE FROM BURR RIDGE PARKWAY***
- BUILDING 1: 40'-0" - 66'-6"
 - BUILDING 2: 31'-6" - 77'-6"
 - BUILDING 4: 65'-0" - 104'-0"
 - BUILDING 6: 47'-0" - 189'-0"



Property of Cook County Clerk's Office

UNOFFICIAL COPY

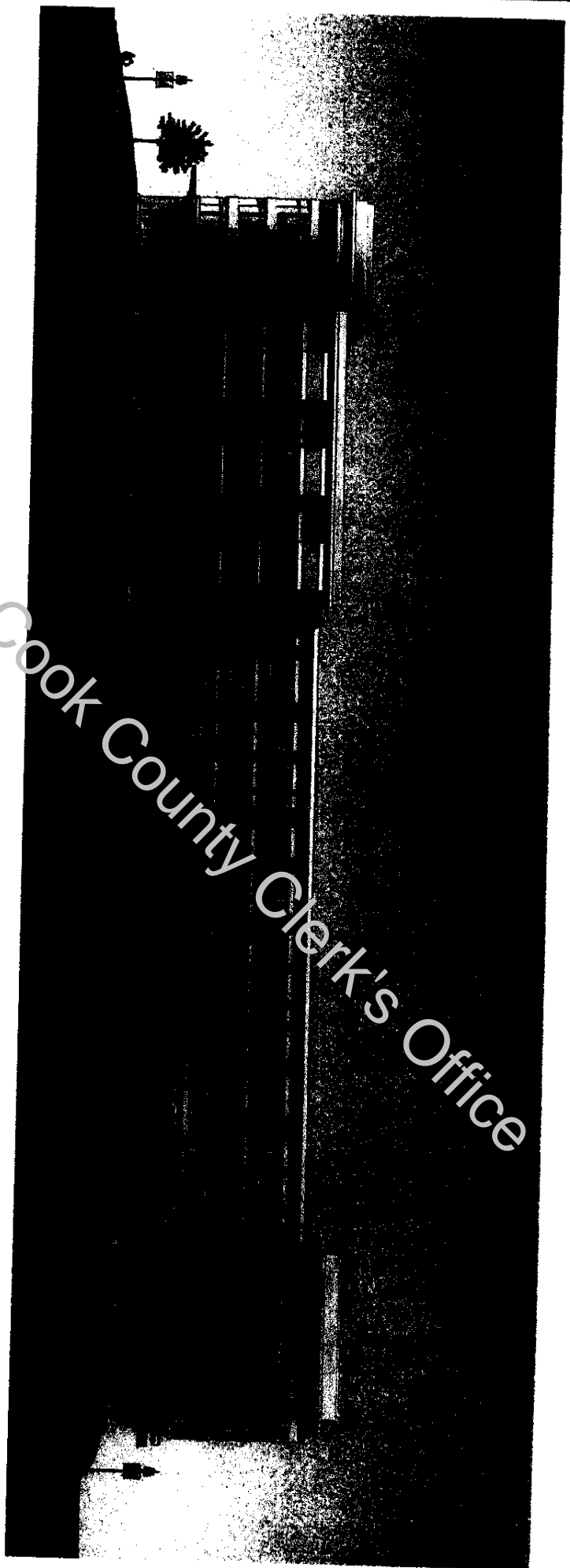
Burr Ridge Town Center

Burr Ridge Parkway - Building 1

CONCEPT DESIGN

OPUS. RTKI

07 FEB 2005



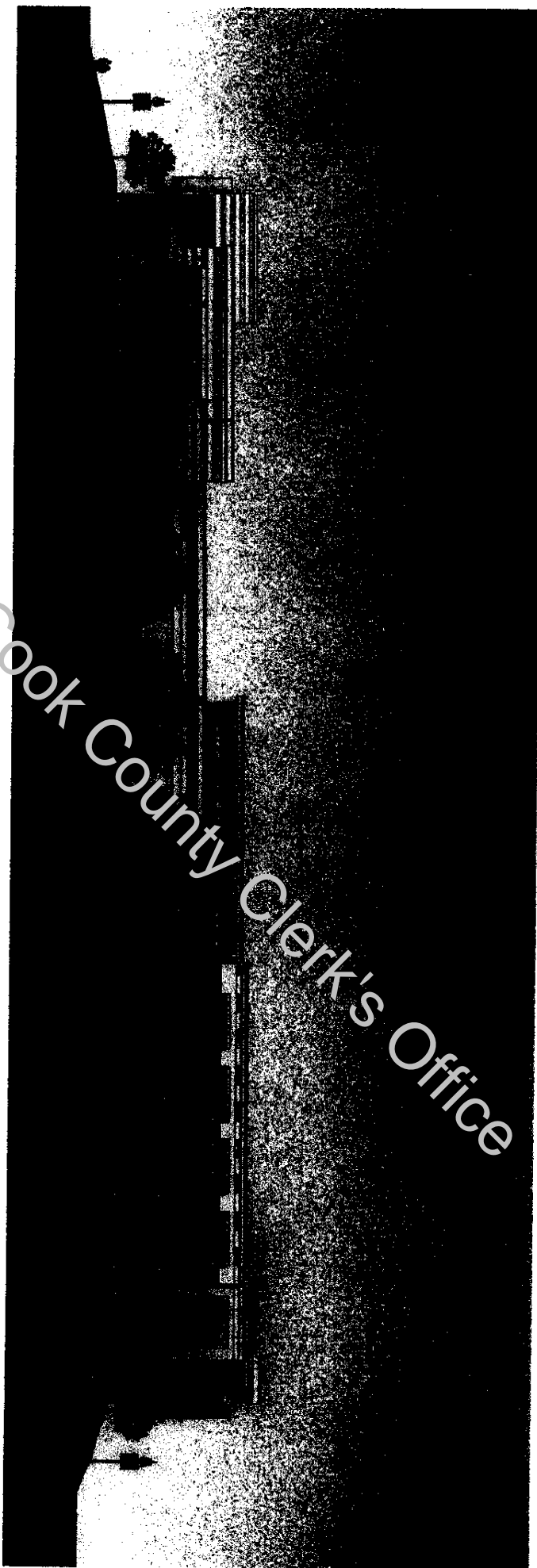
Property of Cook County Clerk's Office

UNOFFICIAL COPY

Burr Ridge Town Center

Burr Ridge Parkway - Building 4
CONCEPT DESIGN

OPUS. RTKI
07 FEB 20X



Property of Cook County Clerk's Office

UNOFFICIAL COPY

Y. Jewelry stores, including watch repairs, design and production of custom jewelry

X. Interior decorating shops

W. Household appliance stores (including repair and service functions where such activities are incidental to the retail sales function)

V. Hobby shops (not including video game parlors or arcades)

U. Hardware or home improvements stores with less than 7,000 square feet of floor area

T. Garden, landscape, and patio stores

S. Furrier shops

R. Furniture stores

Q. Florist shops

P. Dry cleaning or laundry receiving establishment (processing to be done off-site)

O. Craft, fabric, and sewing stores

N. Computer, business machine and office equipment stores, including repair and service functions where incidental to retail sales

M. Coin and philatelic stores

L. Clothing, clothing rental, and clothing accessory stores

K. China, glassware and household goods stores

J. Carpet and rug stores (retail only) with less than 7,000 square feet of floor area

I. Card and gift shops

H. Candy stores, *not including processing or production of food or candy*

G. Camera and photographic supply stores

F. Book stores and stationery shops

E. Bicycle sales, including rental and repair and service functions where incidental to retail sales or rentals

D. Barber Shops

C. Art and School Supply Stores

B. Art Galleries

A. Antique shops with less than 7000 square feet of floor area

The following uses shall be permitted on the first floor of Buildings 1 and 6 subject to the issuance of a Zoning Certificate of Occupancy:

Permitted Uses:

Permitted and Special Uses for the First Floor of Buildings 1 and 6

Exhibit N

Ordinance No. A-834-05

UNOFFICIAL COPY

- L. Tobacco Shops
- K. Specialty restaurants such as coffee shops and ice cream shops with limited on-site food preparation and without drive-through facilities or the sale of alcoholic beverages
- J. Plumbing, heating, air conditioning, and lighting stores (retail sales and service only)
- I. Outside sales display accessory to a permitted or special use
- H. Office supply and service stores including copying and package delivery services with more than 7000 square feet of floor area
- G. Offices open to the public and providing services directly to consumers including but not limited to real estate offices and travel agencies.
- F. Any permitted or special use with hours of operation exceeding 7 A.M. to 10 P.M.
- E. Child Care Centers and Nursery Schools
- D. Convenience Food Stores
- C. Beauty and Health Services
- B. Banks and Financial Institutions without drive-through facilities
- A. Antique shops with more than 7000 square feet of floor area

The following special uses may be allowed on the first floor of Buildings 1 and 6 in accordance with the special use procedures outlined in Section XIII of the Village of Burr Ridge Zoning Ordinance:

Special Uses:

2.

- LL. Video rental stores
- KK. Toy stores
- JJ. Tailor and dressmaking shops
- II. Sporting goods stores
- HH. Shoe sales and shoe repair stores
- GG. Post Offices, federal government, freestanding or accessory to another use
- FF. Picture framing, when conducted for retail sales on the premises only
- EE. Photography studios
- DD. Pharmacies and Drug Stores
- CC. Permitted or Special Uses with hours of operation not exceeding 7 AM to 10 PM.
- BB. Office supply and service stores including copying and package delivery services with less than 7000 square feet of floor area
- AA. Office/Sales Center for management and/or marketing of residential units in Buildings 1, 6, or 7.
- Z. Leather goods and luggage stores

UNOFFICIAL COPY

Property of Cook County Clerk's Office

<ul style="list-style-type: none"> • Art niche and shelving • Special lighting package • Special millwork package • Multiple materials (wood, carpet, tile) • Built in plasma screen TV • Built in entertainment centers • Gas fireplace 	<ul style="list-style-type: none"> • Appliance upgrades • Warming drawers • Wine refrigerators • Built in espresso machines • Interior brick accent wall
---	---

TYPICAL UPGRADES

<p style="text-align: center;">BATHS</p> <ul style="list-style-type: none"> • Five-foot soaking tub • Six by six inch tile, shower and tub • Polished chrome framed shower with glass door • Solid-color Cortan countertop with drop-in sinks in Master Bath • Integral bowl, cultured marble top in Bath 2 • Kohler chrome widespread faucets • Kohler pedestal sink in powder room • Twelve by twelve inch ceramic tile floors in several colors • Designer, raised-height cabinets throughout • Spacious linen closets per plan 	<p style="text-align: center;">INTERIOR AMENITIES</p> <ul style="list-style-type: none"> • 9 to 10 foot high ceilings • Spacious walk-in closets per plan • Hardwood floors in main living areas • Premium carpeting in bedrooms • Solid core doors throughout • Levator hook-up in all homes • Individually controlled air-conditioning and heating • Pre-wired for surround sound and intercom • Decorative waltzes • Lighting fixture in advance
<p style="text-align: center;">KITCHENS</p> <ul style="list-style-type: none"> • Granite kitchen countertops per plan • Stunning hardwood floors • Island and peninsula work areas per plan • 42 foot designer maple or oak cabinets in many styles • GE stainless steel appliances including: <ul style="list-style-type: none"> • 22 cu. Ft. side-by-side refrigerator • Self-cleaning gas range • Space-saver microwave • Deluxe dishwasher • Kohler double bowl drop-in stainless steel sink • Kohler chrome faucet with pullout sprayer • ½ hp in-inkerator disposal 	<p style="text-align: center;">BUILDING FEATURES AND SERVICES</p> <ul style="list-style-type: none"> • Modern lobby • Wired for high-speed internet connections • Secured heated parking garage with car wash area • Private resident storage in parking garage • Spacious balconies and terraces per plan • Package delivery room • Bicycle storage area • Grocery delivery storage room • Two passenger elevators • Dry cleaning pickup

TYPICAL STANDARD FEATURES

UNOFFICIAL COPY

<ul style="list-style-type: none"> • Gas fireplace • Built in entertainment centers • Built in plasma screen TV • Multiple materials (wood, carpet, tile) • Special millwork package • Special lighting package • Art niche and shelving 	<ul style="list-style-type: none"> • Appliance upgrades • Warming drawers • Wine refrigerators • Built in espresso machines • Interior brick accent wall
---	---

TYPICAL UPGRADES

<p style="text-align: center;">BUILDING FEATURES AND SERVICES</p> <ul style="list-style-type: none"> • Elegant lobby • Wired for high-speed Internet connections • Secure heated parking garage with resident storage and car wash area • Package delivery room • Grocery delivery storage room • Two passenger elevators • Dry cleaning pickup <p style="text-align: center;">INTERIOR AMENITIES</p> <ul style="list-style-type: none"> • 9 to 10 foot high ceilings • Huge walk-in closet per plan • Twelve by twelve inch ceramic tile or hardwood in entry foyer and powder room per plan • Premium carpeting in living room, dining room and bedrooms per plan • Solid core, 2-panel doors in bedrooms and bathrooms • Private balcony or terrace per plan • Laundry hook-up in all homes • and heating • Water and gas included • Decora switches • Lighting fixture allowance 	<p style="text-align: center;">KITCHENS</p> <ul style="list-style-type: none"> • Granite kitchen countertops per plan • Twelve by twelve inch ceramic tile or hardwood floors • 42 foot designer maple or oak cabinets in many styles • GE stainless steel appliances including: <ul style="list-style-type: none"> • 22 cu. Ft. side-by-side refrigerator • Self-cleaning gas range • Spacesaver microwave • Deluxe dishwasher • Kohler double bowl under mount stainless steel sink • Kohler chrome faucet with pullout sprayer • ½ hp Insinkerator disposal <p style="text-align: center;">BATHS</p> <ul style="list-style-type: none"> • Five-foot soaking tub • Six by six inch tile, shower and tub surround in several colors • Polished chrome framed shower with glass door • Dual marble vanity countertop with drop-in sinks in Master Bath • Integral bowl, cultured marble top in Bath 2 • Kohler chrome widespread faucets • Kohler pedestal sink in powder room • Designer, raise-dieght cabinets throughout • Twelve by twelve inch ceramic tile floors in several colors • Spacious linen closets per plan
--	---

STANDARD FEATURES

UNOFFICIAL COPY

- F. Permitted or Special Uses with hours of operation exceeding 6 AM to 12 Midnight
- E. Outside dining area for a restaurant subject to compliance with Section VIII.A.5 herein
- D. Liquor stores (packaged goods sales only)
- C. Health and athletic clubs and gymnasiums
- B. Greenhouses, retail sales only
- A. Banquet halls

Ordinance:
 Any use listed as a special use on the first floor of Buildings 1 and 6 shall be considered a special use on the first floor of Buildings 2, 3, 4 and 5 in accordance with the procedures outlined in Section XIII of the Village of Burr Ridge Zoning Ordinance. In addition, the following uses shall be considered special uses on the second floor of Buildings 2, 3, 4 and 5 in accordance with the procedures outlined in Section XIII of the Village of Burr Ridge Zoning Ordinance:

2.

Special Uses:

- H. Studios for teaching of art, martial arts, music, dance, and gymnastics
- G. Restaurants in multi-tenant buildings (including specialty restaurants such as donut shops and ice cream shops) and without any of the following: live entertainment, dancing, or sales of alcoholic beverages
- F. Permitted or Special Uses with hours of operation not exceeding 6 AM to 12 Midnight
- E. Music stores including sheet music, recorded music, and musical instrument sales and repair
- D. Food Stores, including grocery stores, supermarkets, meat markets, health food stores, fruit and vegetable stores, bulk food stores, and other similar establishments
- C. Delicatessens (packaged and/or prepared food for consumption on or off premises)
- B. Candy stores
- A. Bakeries (retail sales and not more than 70 percent of the floor area may be devoted to the production or processing of bakery goods)

1.

Permitted Uses:

Permitted and Special Uses for the First Floor of Buildings 2, 3, 4, and 5

Exhibit Q

Ordinance No. A-834-05

UNOFFICIAL COPY

Property of Cook County Clerk's Office

- G. Pet shops and pet service stores
- H. Restaurants without drive-through facilities and with any one of the following: live entertainment, dancing, or sales of alcoholic beverages
- I. Theaters, indoor movie, not to exceed 4 screens or 800 seats, whichever is less, with no screen having more than 250 seats, and not located within 2500 feet (measured from property line to property line) of another theater facility.
- J. Theaters, performing arts, indoor

UNOFFICIAL COPY

Property of Clark County Office

- A. Clubs or lodges, private, fraternal, or religious
- B. Colleges, universities, or business vocational schools
- C. Permitted or Special Uses with hours of operation exceeding 6 AM to 12 midnight

Any use listed as a special use on the first floor of Buildings 1, 2, 3, 4, 5, or 6 shall be considered a special use on the second floor of Buildings 2 and 4 in accordance with the procedures outlined in Section XIII of the Village of Burr Ridge Zoning Ordinance. In addition, the following uses shall be considered special uses on the second floor of Buildings 2 and 4 in accordance with the procedures outlined in Section XIII of the Village of Burr Ridge Zoning Ordinance:

Special Uses:

2.

- A. Banks and financial institutions not including drive-through facilities.
- B. Clinics; medical, dental, and optical, including accessory laboratories
- C. Offices, business or professional
- D. Offices, including but not limited to medical, real estate, travel agencies, and insurance offices
- E. Permitted or Special Uses with hours of operation not exceeding 6 AM to 12 midnight

Permitted Uses:

1.

Any use listed as a permitted use on the first floor of Buildings 1, 2, 3, 4, 5, or 6 shall be considered a permitted use on the second floor of Buildings 2 and 4 subject to the issuance of a Zoning Certificate of Occupancy. In addition, any of the following uses shall be permitted on the second floor of Buildings 2 and 4 subject to the issuance of a Zoning Certificate of Occupancy.


Permitted and Special Uses for the Second Floor of Buildings 2 and 4

Exhibit R

Ordinance No. A-834-05

UNOFFICIAL COPY

CONSULTANTS



**Engineers
Scientists
Surveyors**

7335 James Avenue, Suite 100
Woodridge, IL 60517
630.724.9200 voice
630.724.9202 fax
v3consultants.com



SCALE: 1" = 400'
DATE: 02-03-05



**BURR RIDGE TOWN CENTER
OVERALL ROADWAY
IMPROVEMENT EXHIBIT**

E:\1300010003\10003\CNC\Drawings\MAIN\ENR\B15124\RDIMP.dgn 02/03/2005 09:52:28 AM

Printed from AutoCAD 2000 on 02/03/05

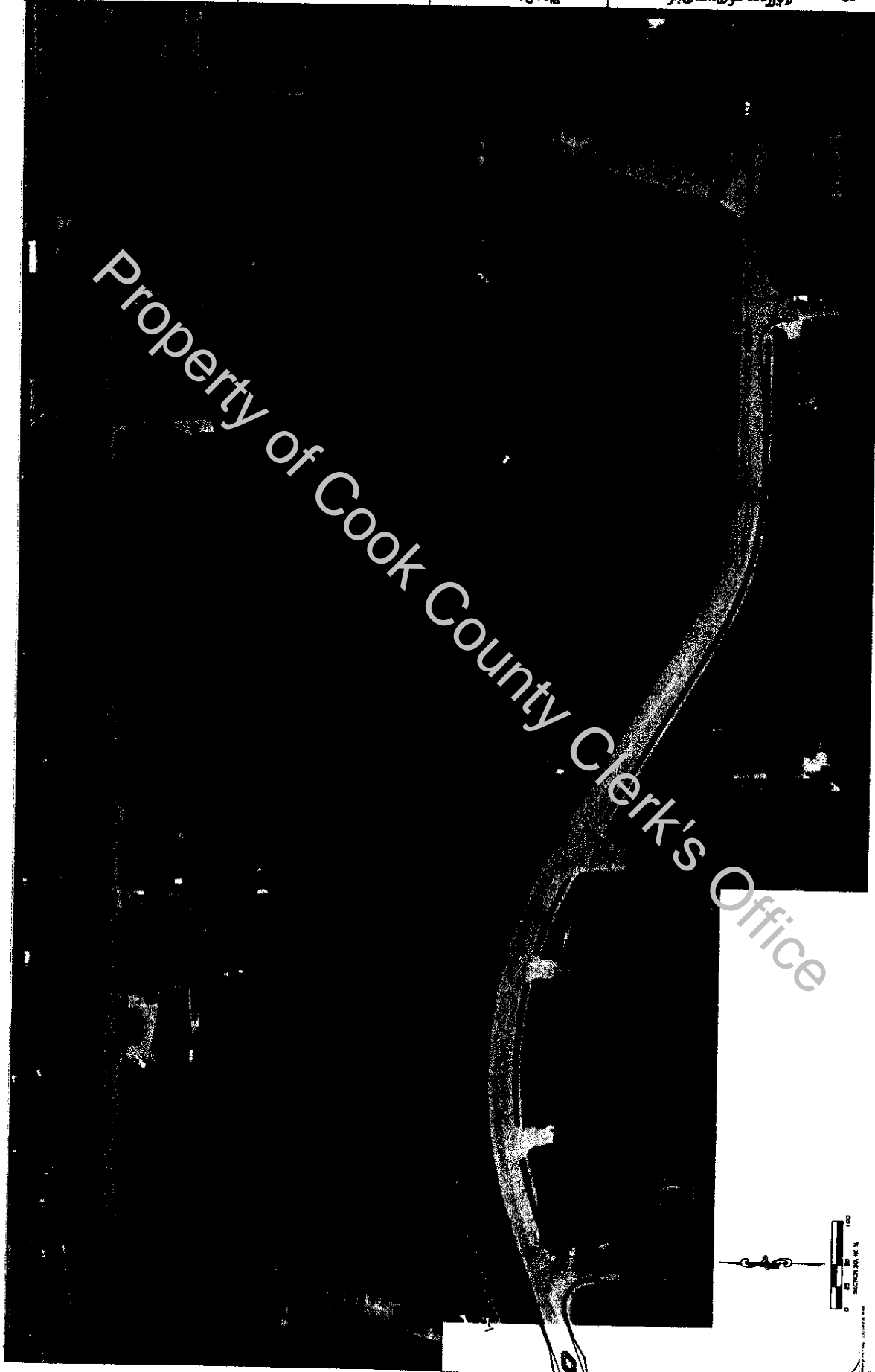
UNOFFICIAL COPY

Date: June, 2004	Sheet No.: 1 of 1
MTF Section No.: N/A	Scale: 1" = 50'
71st ST REALIGNMENT	

PRELIMINARY LAYOUT

Date:	Comments:

Village of Burr Ridge
 Public Works Department
 451 Commerce St.
 Burr Ridge, IL 60527
 Phone: (630) 323-4733
 Fax: (630) 323-4798



UNOFFICIAL COPY

E:\120061003010038.0\CDRAWING\MINTEXHIBIT\EXH2COORDLINE.dgn 02/03/2005 10:00:48 AM



**Engineers
Scientists
Surveyors**
CONSULTANTS
7325 James Avenue, Suite 100
Woodridge, IL 60517
630.724.9200 voice
630.724.9202 fax
v3consultants.com

**BURR RIDGE TOWN CENTER
ROADWAY IMPROVEMENT EXHIBIT**
② ③ ⑥



SCALE: 1"=200'
DATE: 02-03-05

UNOFFICIAL COPY

SCALE: 1" = 120'
DATE: 02-03-05



**Engineers
Scientists
Surveyors**

7325 James Avenue, Suite 100
Woodridge, IL 60517
630.724.8200 voice
630.724.8202 fax
viconsultants.com

LEFT TURN
LANES ⑦
LINCOLNSHIRE DRIVE



④
TRAFFIC
SIGNAL

BRIDEWELL DRIVE

RIGHT TURN
LANE WIDENING ⑤

LIFETIME
FITNESS

BURR RIDGE PARKWAY
BURR RIDGE TOWN CENTER
ROADWAY IMPROVEMENT EXHIBIT
④ ⑤ ⑦

UNOFFICIAL COPY

SCALE: 1" = 120'
DATE: 02-03-05

⑧
LEFT TURN
LANE

⑨
LEFT TURN
LANES

⑩
LEFT TURN LANE
WIDENING

McCLINTOCK DRIVE

⑪
FUTURE
TRAFFIC
SIGNAL

BURR RIDGE PARKWAY

Property of Cook County Clerk's Office



**Engineers
Scientists
Surveyors**

7335 Janas Avenue, Suite 100
Woodridge, IL 60517
630.724.9200 voice
630.724.9202 fax
v3consultants.com

**BURR RIDGE TOWN CENTER
ROADWAY IMPROVEMENT EXHIBIT**

⑧ ⑨ ⑩ ⑪

UNOFFICIAL COPY

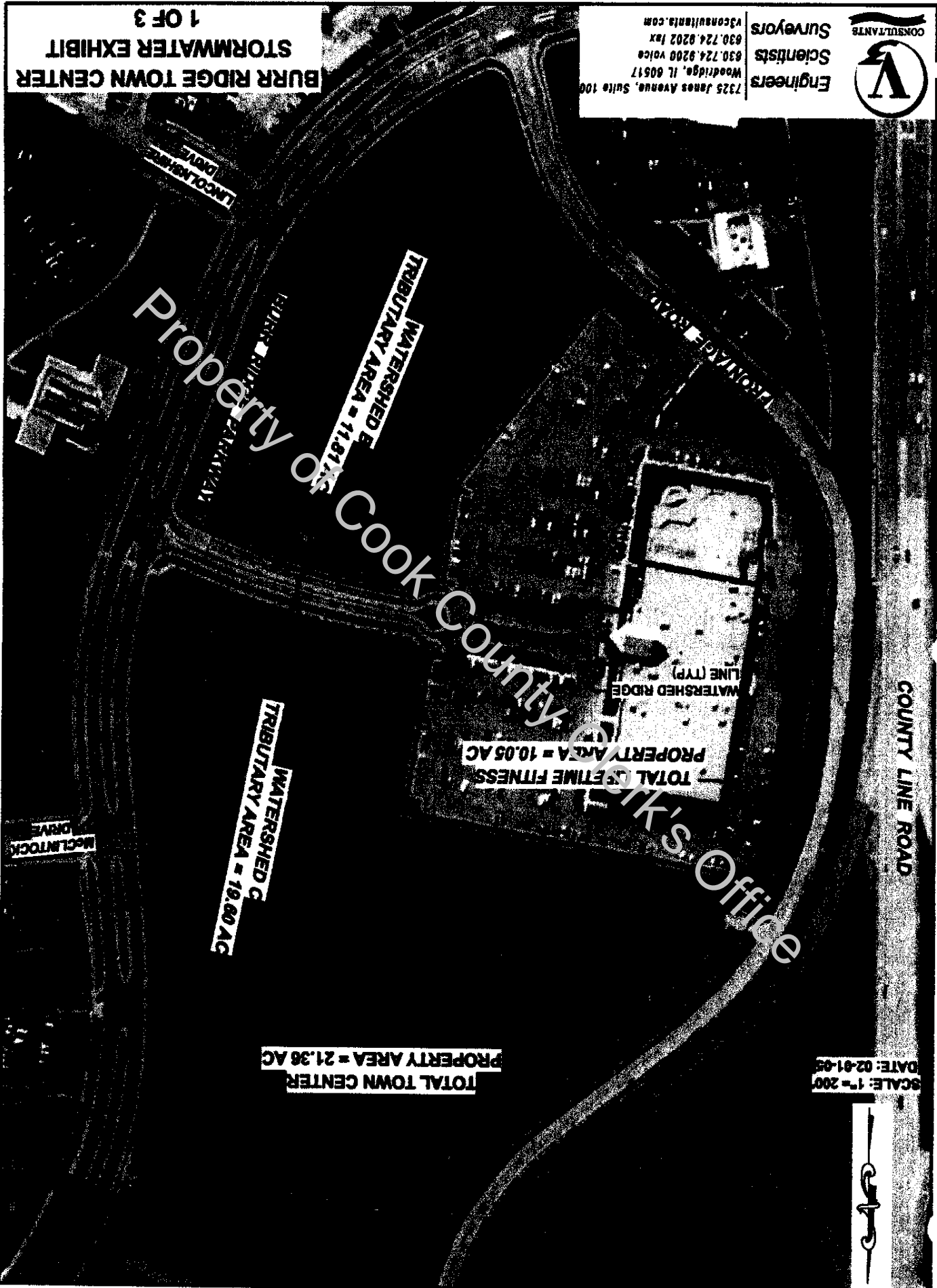
02/02/2005 01:59:47 PM

E:\2000100039100039.0\NCID\Drawings\Main\EXHIBITS\EXH1STIMWTR.dgn 02/02/2005 01:59:47 PM



Engineers
7225 James Avenue, Suite 100
Woodridge, IL 60517
Scientists
630.724.9200 voice
630.724.9202 fax
Surveyors
v3consultants.com

BURR RIDGE TOWN CENTER
STORMWATER EXHIBIT
1 OF 3



SCALE: 1" = 200'
DATE: 02-01-05

TOTAL TOWN CENTER
PROPERTY AREA = 21.38 AC

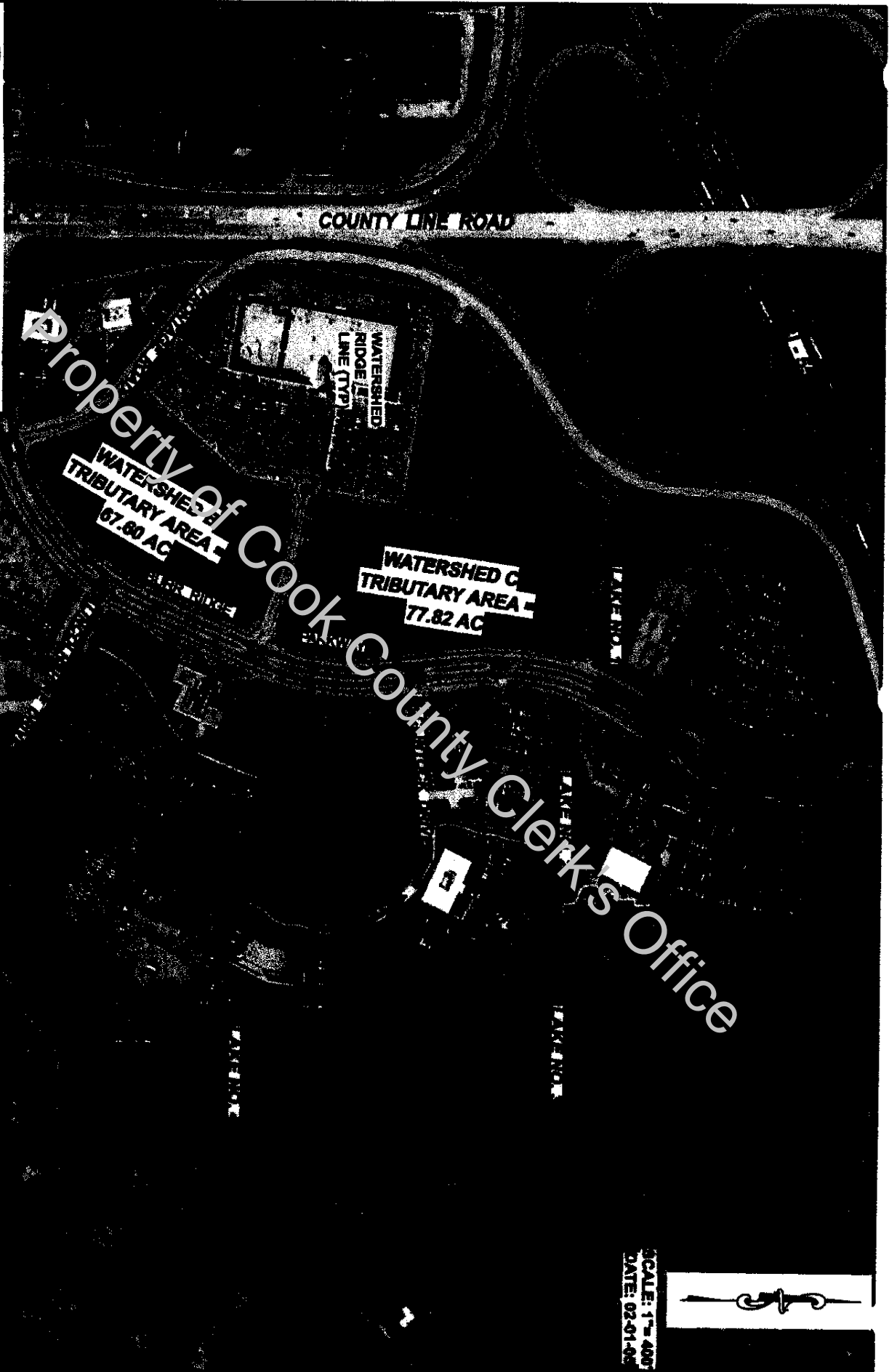
UNOFFICIAL COPY

E:\42\stmr.dgn 02/02/2005 02:02:18 PM



**Engineers
Scientists
Surveyors**

7326 Janes Avenue, Suite 100
Woodridge, IL 80517
630.724.8200 voice
630.724.8202 fax
viconsultants.com



E:\1\2000\100059100058.ONC\DRAWING\BIRM\INTER\BIB\BIB\EXH2\STMR.dgn 02/02/2005 02:02:18 PM

**BURR RIDGE TOWN CENTER
STORMWATER EXHIBIT
2 OF 3**

SCALE: 1" = 400'
DATE: 02-01-05



UNOFFICIAL COPY

E:\12009100038100038.DWG\1M\1EXHIBIT\EXHIBIT.dgn 02/02/2005 02:03:19 PM



Engineers
7225 James Avenue, Suite 100
Woodridge, IL 60517
630.724.8200 Voice
630.724.8202 Fax
3conhill@att.net

BURR RIDGE TOWN CENTER
STORMWATER EXHIBIT
3 OF 3

Property of Cooper's Office

PROPOSED NWL = 664.00
(EXISTING NWL = 665.00 -1.0')
EXISTING HWL = 668.50
(TO BE MAINTAINED)

EXISTING LAKE NO. 3
4.00 A.C. (EX. NWL = 665.00)
5.85 A.C. (EX. HWL = 668.50)
VOL. = 19.00 AC-FT @ EX. HWL
PROPOSED LAKE NO. 3
4.80 A.C. (PR. NWL = 664.00)
5.85 A.C. (EX. HWL = 668.50)
VOL. = 24.20 AC-FT @ EX. HWL

BROAD CRESTED WEIR
WITH V-NOTCH DISCHARGES
TO EXISTING "CREEK"
WOODRY WEIR TO LOWER
NWL 1 FOOT TO ELEV. 664.00

SCALE: 1" = 150'
DATE: 02-01-05



UNOFFICIAL COPY

Exhibit Three -]

Property of Cook County Clerk's Office

1. Extension of 71st Street to Wolf Road incl
2. uding traffic signal and lane re-configurations on Wolf Rd. and realignment of
Bridewell and 71st St. at 72nd St.
3. County Line Road south bound dual left turn lane extension at Bridewell Drive
including County Line Road widening to accommodate turn lane extension.

Off-Site Street Improvements

EXHIBIT THREE

UNOFFICIAL COPY

564006/00071/22865174/14

Exhibit Four 1

Property of Cook County Clerk's Office

1. Burr Ridge Parkway roadway widening and lane re-configurations - County Line to Bridewell.
2. Traffic Signal at Burr Ridge Parkway and Bridewell Drive with interconnect to County Line Road signal and with lane re-configurations.
3. Lane re-configuration on Bridewell Drive at south access drive including raised median and right-in/right-out turn restrictor at south access drive.
4. Supplemental traffic directional signage on County Line Road and Burr Ridge Parkway.
5. North and south bound left turn lanes on Burr Ridge Parkway at Lincolnshire Drive.
6. North bound left turn lane on Burr Ridge Parkway at Center Access Drive (LifeTime Fitness Drive).
7. North and south bound left turn lanes on Burr Ridge Parkway at McClintock Drive.

Public On-Site Street Improvements

EXHIBIT FOUR

