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The Cover Sheet was prepared,
under direction, by:
Deanna Marie, Sr. Paralegal
Klein Thorpe & Jenkins, Ltd.
20 North Wacker Drive
Suite 1660
Chicago, IL 60606
(JVF/DM 1946-007)



Doc#: 0809416072 Fee: \$108.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 04/03/2008 03:35 PM Pg: 1 of 37

[Above space for Recorder's Office]

COOK COUNTY, ILLINOIS RECORDING COVER SHEET FOR

Village of Wheeling Certified Copy of Redevelopment Agreement for the Prairie Park Development
Comprising a part of the North TIF District of the Village of Wheeling, Cook and Lake Counties, Illinois

To be recorded against the legal description in Exhibit 2 hereof and against the following PINS:

03-02-100-013-0000
03-02-100-029-0000
03-02-200-053-0000
03-02-100-015-0000
03-02-100-035-0000
03-02-200-068-0000
03-02-100-016-0000
03-02-200-005-0000

**After recording return to:
RECORDER'S BOX 324**

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STATE OF ILLINOIS }
 }
COUNTIES OF COOK AND LAKE }

I, **CHRISTINE BRADY**, do hereby certify that I am the duly appointed Deputy Village Clerk of the Village of Wheeling, Cook and Lake Illinois.

I DO FURTHER CERTIFY that I am the keeper of the records, journals, entries, resolutions, ordinances and documents of the said Village of Wheeling.

I DO FURTHER CERTIFY that the annexed and foregoing document
A Redevelopment Agreement for Prairie Park

is a true and correct copy of the document presented to the President and Board of Trustees of the Village of Wheeling.

I DO FURTHER CERTIFY That the original document, of which the foregoing is a true copy, is entrusted to my care for safekeeping and I am the keeper of the same.

I DO FURTHER CERTIFY that A Redevelopment Agreement for Prairie Park was published in pamphlet form on, March 24, 2007, by order of the Corporate Authorities of the Village of Wheeling.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal

Of the Village of Wheeling, this 15th day of November, 2007



Deputy Village Clerk, Village of Wheeling
Cook and Lake Counties, IL.

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REDEVELOPMENT AGREEMENT FOR THE PRAIRIE PARK DEVELOPMENT COMPRISING A PART OF THE NORTH TIF DISTRICT OF THE VILLAGE OF WHEELING, COOK AND LAKE COUNTIES, ILLINOIS

THIS AGREEMENT is between the Village of Wheeling, Cook and Lake Counties, Illinois, a municipal corporation (hereinafter referred to as the "Village"), and Wheeling Prairie LLC, an Illinois Limited Liability Company (hereinafter referred to as "Developer"), and is dated this 2nd day of April, 2004.

WITNESSETH:

IN CONSIDERATION of the Preliminary Statements, the mutual covenants herein contained, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto agree as follows:

I. PRELIMINARY STATEMENTS

Among the matters of mutual inducement which have resulted in this Agreement are the following:

- A. The Village is a home rule municipality pursuant to Section 6(a) of Article VII of the Constitution of the State of Illinois and is authorized to exercise and perform any function pertaining to its government and affairs.
- B. The State of Illinois has adopted tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as from time to time amended (hereinafter referred to as the "Act").
- C. Pursuant to its home rule powers and in accordance with the Act, on February 10, 2003 the corporate authorities of the Village adopted an "Ordinance Approving a Tax Increment Redevelopment Plan and Redevelopment Project for the North Milwaukee /Lake Cook TIF Redevelopment Project Area" (Ordinance No.3708), which sets forth a plan (hereinafter referred to as the "TIF Plan") for the redevelopment and revitalization of the property legally described on EXHIBIT "1" attached hereto and made part hereof, being located within the corporate boundaries of the Village, (hereinafter referred to as the "Redevelopment Project Area").
- D. Pursuant to its home rule powers and in accordance with the Act, on February 10, 2003, the corporate authorities of the Village adopted an "Ordinance Designating the North Business District of said Village a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act", (Ordinance No. 3709) by which the property legally described on EXHIBIT "1" was designated as the Redevelopment Project Area.
- E. Pursuant to its home rule powers and in accordance with the Act, on February 10, 2003, the corporate authorities of the Village adopted "An Ordinance Adopting Tax Increment Allocation Financing of the North Business District," (Ordinance No. 3710) (hereinafter referred to as the "North TIF District") by which tax increment financing was adopted pursuant to the Act for the TIF Plan for the Redevelopment Project Area.

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- F. The Developer is the fee owner of certain real property located within the Redevelopment Project Area, said property being legally described as EXHIBIT "2" attached hereto and made a part hereof (hereinafter referred to as the "Developer Parcel").
- G. The Developer desires to develop the Developer Parcel with a multi-building condominium development, with a total of three hundred six (306) dwelling units in five (5) buildings, as more fully shown on the plans attached hereto as EXHIBIT "3" and made a part hereof (hereinafter referred to as the "Project").
- H. In regard to the Project, the Developer sought and received approval for a condominium planned unit development on April 14, 2003, pursuant to Ordinance 3720, entitled, "An Ordinance Granting Rezoning from I-1, I-3 and R-1 to PD-4"; Ordinance 3721, entitled, "An Ordinance Granting Planned Unit Development Final Plan, Special Use, Site Plan and Appearance Approval for a Planned Unit Development"; and Resolution 03-190, entitled, "A Resolution Approving the Final Plat of Prairie Park at Wheeling Subdivision", copies of which are attached hereto and made part hereof as EXHIBITS "4", "5" and "6", respectively.
- I. While the Developer has received a loan from MB Financial (hereinafter referred to as the "Bank") relative to the purchase of the Developer Parcel, and has received a conditional written loan commitment from the Bank for the partial funding of the construction of the Project, the Developer has advised the Village that without additional financial assistance from the Village, the Developer will be unable to secure the financing from the Bank for the Project or move forward with the Project.
- J. The Village is desirous of having the Redevelopment Project Area rehabilitated, developed and redeveloped in accordance with the TIF Plan, and particularly the Project as a part thereof, in order to serve the needs of the Village, arrest physical decay and decline in the Redevelopment Project Area, increase employment opportunities, stimulate commercial growth and stabilize the tax base of the Village and, in furtherance thereof, the Village is willing to undertake certain incentives under the terms and conditions hereinafter set forth, to facilitate, assist and control such development.

II. CONDITIONS PRECEDENT TO THE UNDERTAKINGS ON THE PART OF DEVELOPER AND THE VILLAGE

- A. Within one hundred eighty (180) days after the date of this Agreement, Developer shall obtain approval of the final development plans for the Project in accordance with the rules, regulations and ordinances of the Village, it being understood that the Village in its capacity as a municipal corporation has discretion to approve the final development plans for the Project.
- B. Developer shall have delivered to the Village an itemized list of any and all estimated costs to complete the Project (hereinafter referred to as the "Project Budget"), in accordance with the final development plans approved by the Village, certified to the Village.

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- C. Developer shall have provided evidence, in a form reasonably satisfactory to the Village, of its ability to pay for the costs of the Project, as itemized in the Project Budget, with said evidence to set forth the source of funding for all itemized costs in the Project Budget
- D. Developer shall have delivered to the Village a construction schedule for the Project, subject only to delays caused by acts of God or "force majeure," the latter term being defined as causes which are outside the reasonable control of the parties and cannot be avoided by exercise of due care or delays caused by acts of the Village or any of its agents. The construction schedule should include the Developer's best estimate of the projected date of actual occupancy and date of opening for the Project.
- E. The Village and Developer shall each use reasonable efforts to timely satisfy the above conditions, but if such conditions are not so satisfied or waived by the Village and Developer, then the Village or Developer may terminate this Agreement by giving written notice thereof to the other party subject to the right to cure as set forth in Section IX. In the event of such termination, this Agreement shall be deemed null and void and of no force or effect and the Village and Developer shall not have any obligations or liability with respect thereto except for any payments that are due and owing to Developer, for closing on dwelling units prior to the termination of this Agreement, from the Village, and that have not yet been received by Developer.

III. UNDERTAKINGS ON THE PART OF THE VILLAGE

Upon complete satisfaction of all conditions itemized in Section II above, the Village shall undertake the following:

- A. The Village will assist Developer in securing and obtaining, in an expeditious manner, all governmental approvals, consents, permits, licenses and authorizations reasonably necessary or required for the Project. Developer, however, shall remain primarily responsible for securing all of its necessary approvals, consents, permits, licenses and authorizations.
- B. The Village shall issue, where appropriate, and will reasonably assist Developer to obtain, such building permits, driveway permits, curb cut permits, licenses and other permits as Developer may require to cause the construction of the Project, provided the Project complies with the applicable ordinances of the Village and other governmental bodies having jurisdiction.
- C. The Village will assist Developer in obtaining all necessary driveway permits and curb cut approvals as may be required from any and all public agencies other than the Village for the Project. Developer, however, shall be primarily responsible for obtaining said permits and curb cut approvals.
- D. Provided the Developer submits written documentation to the Village to support costs incurred by the Developer, relative to the Project, which qualify as "Redevelopment Project Costs" as defined by Section 5/11-74.4-3(q) of the Act, the Village shall reimburse the Developer for said "Redevelopment Project Costs", as defined by Section 5/11-74.4-3(q) of the Act, which are eligible for reimbursement under the Act including, but not necessarily limited to, the following: Developer's real property assembly costs,

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demolition costs, site preparation costs, costs relative to addressing and remediating environmental concerns, utility relocation costs, the cost of constructing public improvements, costs associated with the clearing and grading of the Developer Parcel and interest costs and financing costs associated with the Project in the total amount of Three Million and no/100 dollars (\$3,000,000.00), paid as follows:

1. The first One Million Seven Hundred Thousand and no/100 dollars (\$1,700,000.00) shall be paid to Developer, or as directed by Developer, on a per dwelling unit basis, upon the issuance of an occupancy permit and the closing relative to each of the forty-eight (48) dwelling units in the first (1st) building to be constructed as part of the Project [Thirty-five thousand four hundred sixteen and 66/100 dollars (\$35,416.66) per dwelling unit for each of the first forty-seven (47) dwelling units and thirty-five thousand four hundred sixteen and 98/100 dollars (\$35,416.98) for the forty-eighth (48th) dwelling unit.] The Village will make such payments to the Developer, or as directed by the Developer, within seven (7) days of receipt of written documentation evidencing the closing for each dwelling unit.
2. The remaining One Million Three Hundred thousand and no/100 dollars (\$1,300,000.00) shall be paid to Developer, or as directed by Developer, on a per dwelling unit basis, upon the issuance of an occupancy permit and the closing relative to each of the remaining two hundred fifty-eight (258) dwelling units in the second (2nd) through fifth (5th) buildings to be constructed as part of the Project. [Five Thousand Thirty Eight and 76/100 dollars (\$5038.76) per dwelling unit for each of the 258 dwelling units.] The Village will make such payments to the Developer, or as directed by the Developer, within seven (7) days of receipt of written documentation evidencing the closing for each dwelling unit.
3. Notwithstanding the foregoing, no "per dwelling unit" payments, as provided for by this subsection D, shall be paid to Developer until such time as all public improvements, stormwater detention, roadway improvements and landscaping improvements, relative to the building in which such dwelling units are located, have been completed by the Developer.

IV. UNDERTAKINGS ON THE PART OF DEVELOPER

Upon complete satisfaction of all conditions itemized in Section II above, Developer shall undertake the following:

- A. All environmental remediation work necessary for construction of the Project
- B. Within two hundred fifty (250) days of Developer's acquisition of all permits required for the development of such Project, Developer shall commence construction of the Project and shall cause construction of the same to be completed in substantial compliance with the final development plans as soon as possible, but in no event later than sixty (60) months after the issuance of the certificate of occupancy for the first (1st) dwelling unit in the first (1st) building, subject only to delays caused by acts of God or force majeure. If Developer fails to do so, the Village's obligation to pay any amounts remaining to be paid to Developer by the Village, pursuant to Section III D. above, shall be null and void.

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- C. Developer shall be responsible for the payment of any fees or charges imposed upon the Developer and/or the Village by the Metropolitan Water Reclamation District of Greater Chicago (MWRD) as a result of any Ordinance adopted by the MWRD and applicable to the Project.
- D. The Declarations of Covenants for Condominium for each building in the Project shall provide, in a manner satisfactory to the Village, that no more than twenty percent (20 %) of the total dwelling units in each of the five (5) buildings which comprise the Project may be non-owner occupied rental units (i.e. if the first building has forty eight (48) dwelling units, no more than nine (9) units in the first building may be non-owner occupied rental units at any given time.)

V. MUTUAL ASSISTANCE PROVISION

- A. The parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions, certifications (and, in the Village's case, the adoption of such ordinances and resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement.
- B. Provided the Developer is in compliance with this Agreement, the Village agrees that it will not revoke or amend the TIF Plan, the ordinance adopted by the Village relating to the TIF Redevelopment Plan or this Agreement if such revocation or amendment would prevent the development of the Project by the Developer in accordance with this Agreement.

VI. ADDITIONAL COVENANTS, UNDERTAKINGS AND AGREEMENTS OF THE PARTIES

- A. This Agreement incorporates all agreements and understandings of the parties hereto as of the date of its execution, concerning the Project. Each party acknowledges that no representations or warranties have been made which have not been set forth herein.
- B. Time is of the essence in the performance of this Agreement.
- C. For the purposes of any of the provisions of this Agreement, neither the Village, Developer nor any of their respective successors and assigns, as the case may be, shall be considered in breach of, or default in, its obligations under this Agreement in the event of any delay caused by acts of god, acts of public enemy, acts of Federal or State government, fires, floods, epidemics, quarantine or restriction, strike, shortage of materials, embargoes, and delays due to weather conditions or delays of construction contractors and subcontractors due to such causes; nor shall the Village or Developer be considered in breach of or default in its obligations under this Agreement in the event of any delay resulting from the conduct of any judicial, administrative or legislative proceedings, or caused by litigation or proceedings challenging the authority or right of the Village to act under the TIF Plan, any of the ordinances referenced herein, or perform under this Agreement. The Village shall diligently contest any such proceedings and any appeals there from. The Village may settle a contested proceeding at any point, so long as the settlement results in the Village's ability to perform pursuant to this Agreement and so long as any such settlement does not impose additional obligations on Developer or increase Developer's obligations under this Agreement. It is the purpose and intent of

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this provision that in the event of the occurrence of any such delay, the time or times for performance of the obligations of the parties shall be extended for the period of the delay.

- D. Developer recognizes and agrees that the Village has sole discretion with regard to all approvals and permits relating to the Project, including but not limited to approval of the final development plan, excavation permits, grading permits, building permits and occupancy permits, and failure on the part of the Village to grant or issue any required permit shall not be deemed as the cause of a default by Developer under this Agreement or give rise to any claim against or liability to the Village pursuant to this Agreement. The Village agrees, however, that such approvals and permits shall not be unreasonably withheld and the Village shall comply with all applicable local, state and federal regulations regarding such approvals.
- E. The Village agrees to permit Developer to construct, install and maintain signs on the Developer Parcel in accordance with the signage plans, which shall be submitted as part of the final development plans for the Project to be approved by the Village, which approval shall not be unreasonably withheld. All signage shall, however, be in compliance with the applicable provisions of the Village Code.
- F. The Project shall be completed substantially in accordance with the final approved development plans and in accordance with all applicable ordinances, rules and regulations of the Village in existence as of the date of such approval.
- G. All notices and requests if any, required pursuant to this Agreement shall be sent by certified mail, return receipt requested, or by personal service, addressed as follows:

If to Developer:

Wheeling Prairie LLC
S. Mark Smith
968 Milwaukee Avenue
Wheeling, IL 60090

with copy to:

Michael Durlacher
Durlacher and Associates
2 N. LaSalle Street
Suite 1776
Chicago, Illinois 60602

If to the Village:

F. Wallace Douthwaite
Village Manager
Village of Wheeling
255 W. Dundee Road
Wheeling, Illinois 60090

with copy to:

James V. Ferolo
Klein, Thorpe & Jenkins, Ltd.
20 North Wacker Drive
Suite 1660
Chicago, Illinois 60606

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- H. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.
- I. Developer shall not assign this Agreement to any person or entity without the prior written consent of the Village, which consent shall be at the Village's sole discretion provided, however, at the time of such assignment, there is no default under this Agreement by Developer. Notwithstanding the foregoing, in the event that, as a result of a default in the repayment of the financing for the Project provided by the Bank, the Bank acquires title to the Developer Parcel and/or takes over control of the Project, such action by the Bank shall not require the prior written consent of the Village, however, the Bank shall be required to provide the Village with notice of any such action by the Bank and the Bank shall obtain the prior written consent of the Village prior to assigning this Agreement, which consent shall be at the Village's sole discretion.
- J. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.
- K. No recourse under or upon any obligation, covenant, or agreement of this Agreement or for any claim based thereon or otherwise in respect thereof shall be had against the Village, in any amount or in excess of any specific sum agreed by the Village to be paid to Developer hereunder, subject to the terms and conditions herein, and no liability, right or claim at law or in equity shall attach to or shall be incurred by the Village's officers, agents and/or employees in regard to this Agreement, with all and any such rights or claims of Developer or Bank against the Village's officers, agents and/or employees being hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village.
- L. Developer hereby covenants and agrees to promptly pay or cause to be paid as the same become due, any and all taxes and governmental charges of any kind that may at any time be lawfully assessed against the Developer Parcel or the Project.
- M. This Agreement shall be binding upon the parties hereto and their respective grantees, heirs, successors, administrators, permitted assigns or other successors in interest.
- N. The parties shall record a certified (by the Village Clerk) copy of this Agreement in the office of the Recorder of Deeds of Cook County, Illinois, and upon recordation thereof, the covenants and conditions of the parties hereto shall be binding upon their successors in title and shall be deemed covenants which shall run with the land until the termination of this Agreement.

VII. REPRESENTATIONS AND WARRANTIES OF DEVELOPER

- A. Developer hereby represents and warrants that it is a limited liability company in good standing with proper authority to execute this Agreement.
- B. Developer hereby represents and warrants that the Project requires economic assistance from the Village, including, but not necessarily limited to, an underwriting of the Redevelopment Project Costs as referenced in Section III.D. above, in order for Developer to complete the construction in accordance with the approved final

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development plans and, but for the economic assistance to be given by the Village as herein stated, the Project, as contemplated, would not be economically viable nor eligible for the financing necessary for its completion.

- C. Developer hereby represents and warrants that the Project shall be constructed and fully completed in a good and workmanlike manner in accordance with the approved final redevelopment plans and all plans and specifications pertaining thereto, including any amendments, all as approved by the Village.
- D. Developer hereby represents and warrants that at all times it shall comply with all applicable local zoning ordinances and regulations, the building code, fire code and all other applicable Village ordinances, resolutions and regulations in existence as of the date of approval of the Project.
- E. Developer hereby represents and warrants that it shall comply with all applicable laws, rules and regulations of the State of Illinois and the United States, and all agencies thereof having jurisdiction over it or the Project.
- F. Developer hereby represents and warrants that it shall comply with all terms, provisions and conditions and shall not default or knowingly permit a default under any document or agreement relating to the Project or the financing of the Project to which it is a party, including but not limited to this Agreement, and all agreements and documentation in connection with any loan to it in relation to the Project.

VIII. REPRESENTATIONS AND WARRANTIES OF THE VILLAGE

The Village hereby represents and warrants to Developer and Bank that, subject to its compliance with the Act, it has the power and authority to execute, deliver and perform the terms and obligations of this Agreement.

IX. DEFAULTS AND REMEDIES

In the event of any non-monetary default and/or breach of this Agreement or any terms or conditions by any party hereto or bound by this Agreement, such party shall upon written notice proceed promptly to cure or remedy such default or breach within said sixty (60) days after receipt of such written notice; provided, however, that in the event such default is incapable of being cured within sixty (60) day period and the defaulting party commences to cure within said sixty (60) day period and proceeds to cure with due diligence, such party shall not be deemed to be in default under this Agreement. In case such action is not taken or not diligently pursued or the default or breach shall not be cured or remedied within the above time or in the event of a monetary default (time being of the essence with respect to the payment of any sums required hereunder), the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach including but not limited to proceedings to compel specific performance by the party in default or breach of its obligations, but not specific performance of any obligations to construct any buildings or other improvements. The rights of the parties to this Agreement, whether provided by law or this Agreement, shall be cumulative and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it of any one or more of such remedies in relation to the same default or breach by the other party. No waiver made by either party with respect to any specific default by the other party under this Agreement shall be construed as a waiver of rights with respect to any other default by the defaulting party under this Agreement or with respect to the particular default except to the extent specifically waived in writing.

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Notwithstanding anything contained herein to the contrary, all monetary damages resulting from a breach of this Agreement shall be limited to the non-defaulting party's actual out of pocket costs and expenses resulting from such breach along with all costs and expenses, including reasonable attorneys' fees, incurred by the non-defaulting party in enforcing this Agreement. In the event of any litigation between the parties hereto resulting from a breach of this Agreement, the prevailing parties in such litigation, as determined by final judgment, shall be entitled to an award of its attorneys' fees and costs incurred in such litigation.

X. AGREEMENT TERM

The term of this Agreement shall commence as of the date of its execution after approval by the corporate authorities of the Village and expire upon the Village's payment of all monetary reimbursement to the Developer under Section III D. above, the expiration of the sixty (60) month period referenced in Section IV B. above or at the termination of the North TIF District as required by the Act, whichever occurs first. Notwithstanding the foregoing, the provisions of Section VII.G. above shall not terminate until such time as incremental TIF revenues generated by the Project equal Three Million and no/100 Dollars (\$3,000,000.00), at such time as the Developer no longer has any ownership or control of the Project or the Developer Parcel or at the termination of the North TIF District as required by the Act, whichever occurs first.



ATTEST:

Elaine Simpson
Village Clerk

VILLAGE OF WHEELING,
a municipal corporation

By: *[Signature]*
Village President

WHEELING PRAIRIE LLC

By: *[Signature]*
Title: *[Signature]*

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STATE OF ILLINOIS)
)
 COUNTY OF COOK) SS

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Gregory Klatecki and Elaine Simpson, personally known to me to be the Village President and Village Clerk of the Village of Wheeling; and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Village President and Village Clerk, respectively, appeared before me this day in person and severally acknowledged that as such Village President and Village Clerk they signed and delivered the said instrument, pursuant to authority given by said Village, as their free and voluntary act, and as the free and voluntary act and deed of said Village, for the uses and purposes therein set forth, and that said Village Clerk as custodian of the corporate seal of said Village caused said seal to be affixed to said instrument as said Village Clerk's own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 31 day of March, 2004.

OFFICIAL SEAL
CHRISTINE BRADY
 NOTARY PUBLIC, STATE OF ILLINOIS
 MY COMMISSION EXPIRES 10-4-2006

Christine Brady
 Notary Public

My Commission Expires: _____

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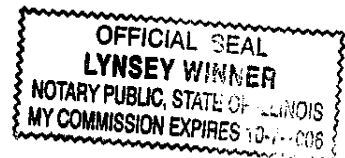
STATE OF ILLINOIS)
)
 COUNTY OF COOK) SS

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named S: MARK SMITH, personally known to me to be the Manager of the Wheeling Prairie LLC; and also known to me to be the same persons whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that as such Manager he signed and delivered the said instrument, pursuant to authority given by said Company, as their free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 2nd day of April, 2004.

Lynsey Winner
 Notary Public

My Commission Expires: 10-7-2006



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LEGAL DESCRIPTION

Village of Wheeling

MILWAUKEE AVENUE NORTH TIF DISTRICT

That part of Section 2, Township 42 North, Range 11, East of the 3RD Principal Meridian described as follows:

Commencing at the Northeast corner of the Northeast Quarter of said Section 2; thence West along the North line of said Northeast Quarter, 1296.60 feet; thence Southerly along a line hereinafter referred to as Line "A", 974.00 feet to a point 926.93 feet due South of the North line of said Section 2 and 1009.80 feet West of the East line of said Section 2, said point being the Place of Beginning; thence Southerly along the Westerly line of Cook County Forest Preserve, 322.76 feet; thence Southerly along said Westerly line, 376.55 feet; thence Westerly to a point on the South line of Lot 3 in G. Hechinger's Farm Subdivision and its intersection with the Easterly right of way line of Milwaukee Avenue recorded in June 16, 1994 as Document No. 3556168 in Lake County, Illinois; thence Southerly to the Northwest corner of Equestrian Grove Subdivision recorded in November 6, 1995 as Document 95761684; thence Easterly along the North line of said Subdivision, 152.57 feet; thence Southerly to a point on the North line of Forest Edge Addition to Wheeling Subdivision recorded December 1, 1953 as Document No. 15782079 and its intersection with the extension of the East line of Lot 1 of Equestrian Grove Subdivision; thence Easterly to the Northwest corner of Lot 19 of Forest Edge Addition to Wheeling Subdivision; thence Southeasterly to the Southwest corner of said Lot; thence Southeasterly to the Northwest corner of Lot 9 of said Subdivision; thence Southeasterly to the Southwest corner of said Lot; thence Southeasterly to the Southwest corner of Lot 4 of Kraus' Subdivision recorded October 21, 1960 as Document No. 17996913; thence Westerly to the Northwest corner of Outlet 1 of Shadow Bend Phase II Subdivision recorded May 19, 1973 as Document 21320740 and corrected June 22, 1973 as Document No. 22372150; thence Southeasterly to a point on the Easterly right of way line of Milwaukee Avenue recorded March 25, 1981 as Document No. 25816992 and its intersection with the extension of the South right of way line of Strong Avenue; thence West to a point on the South right of way line of Strong Avenue and its intersection with the extension of the East line of Lot 15 of Wm. Zelosky's Milwaukee Avenue Addition to Wheeling Subdivision recorded February 13, 1925 as Document No. 8773829; thence Northwesterly to the Southeast corner of said Lot; thence Northeasterly to the Northeast corner of said Lot; thence Easterly to a point on the center line of vacated alley recorded May 7, 2002 as Document No. 0020519802 and its intersection with a line hereinafter referred as Line "B", a straight line between

Prepared on 11/15/2002

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Northeast corner of Lot 15 of said Subdivision and Southwest corner of Lot 10 (before said alley vacation) of said Subdivision; thence Northerly along said center line to a point on the South right of way line of Mayer Avenue and its intersection with said center line; thence West to the Northwest corner of Lot 80 of Wm. Zelosky's Milwaukee Avenue Addition to Wheeling Subdivision; thence West to a point on the North line of Lot 81 of said Subdivision and its intersection with the Westerly right of way line of Wolf Road; thence Northerly to the Southeast point of Lot 9 of Wolf Pointe Subdivision recorded December 3, 1997 as Document No. 97734683; thence Northerly to the Southeast point of Lot 8 of said Subdivision; thence Northerly to the Northeast point of Lot 1 of Picardy Place Subdivision recorded July 10, 1991 as Document No. 91342748; thence Northerly to the Southeast corner of Lot 39 of said Subdivision; thence Northerly to the Northeast point of Outlot A of said Subdivision; thence Northerly to the Northeast corner of Outlot E of Picardy Place Unit No. 2 Subdivision recorded April 14, 1993 as Document No. 93273829; thence Northerly to the Southeast corner of Lot 70 of said Subdivision; thence Northerly to the Northeast corner of said Lot; thence West to a point on North line of said Subdivision and its intersection with the West line of East 812.00 feet of Lot 2 in G. Hechinger's Farm Subdivision in Section 2; thence Northerly 643.76 feet along said West line; thence Westerly 512.00 feet along the South right of way line of Diversion Channel recorded December 26, 1986 as Document 86619028; thence South to a point on the East line of West Half of Northwest Quarter of Section 2 and its intersection with the North line of South 160 feet of said Lot; thence West to a point on said North line and its intersection with West line of East 1524 feet of said Lot; thence South 100.00 feet to a point on the South line of said Lot; thence West 100.00 feet along said South line; thence North 300.00 feet along the West line of East 1624 feet of said Lot; thence West 300.00 feet along the North line of South 300 feet of said Lot; thence North to the Northeast Corner of Northgate Industrial Center Subdivision recorded February 16, 1978 as Document No. 24329400; thence Westerly along the South line of Lot 2 in Wieland Subdivision recorded October 3, 1997 as Document No. 97734683 to the Southwest corner of said Lot; thence Northerly along the Westerly line of said Lot to the Northwest corner of said Lot; thence Easterly along the South right of way line of Lake Cook Road to the Northeast corner of said Lot; thence Easterly to a point on the Easterly right of way line of Milwaukee Avenue recorded June 16, 1994 as Document No. 3556168 in Lake County, Illinois and its intersection with the Southerly right of way line of Lake Cook Road in said Document; thence Easterly along said Southerly right of way line to an intersection with the herein described Line "A"; thence Southerly along said Line "A" to the Place of Beginning, in Cook County, Illinois:

(Except that part described as follows: Commencing at the intersection of the North line of the Northeast Quarter of Section 2, Township 42 North, Range 11, East of the 3RD Principal Meridian and the Centerline of Milwaukee Avenue as

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existed on November 1, 1999; thence South 21 Degrees 37 Minutes 26 Seconds East along said Centerline, a distance of 1039.57 feet (1036.89 feet deeded); thence South 88 Degrees 6 Minutes 28 Seconds West, a distance of 74.69 feet to the Point of Beginning of the hereinafter described tract of land; thence continuing South 88 Degrees 6 Minutes 28 Seconds West, a distance of 357.06 feet to the Easterly right of way line of Wolf Court as existed on November 1, 1999; thence North 5 Degrees 44 Minutes 45 Seconds East along said Easterly right of way line, a distance of 590.24 feet; thence North 68 Degrees 21 Minutes 9 Seconds East, a distance of 50.93 feet to the Westerly right of way line of said Milwaukee Avenue; thence South 22 Degrees 51 Minutes 05 Seconds East along said Westerly right of way line, a distance of 293.27 feet; thence South 26 Degrees 18 Minutes 38 Seconds East along said Westerly right of way line, a distance of 143.40 feet; thence South 20 Degrees 28 Minutes 32 Seconds East along said Westerly right of way line, a distance of 208.66 feet to the Point of Beginning, containing 2.809 acres, more or less, in the Village of Wheeling, Cook County, Illinois)

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EXHIBIT 2

LEGAL DESCRIPTION PRAIRIE PARK

PARCEL 1:

THE SOUTH 137.2 FEET OF THAT PART OF LOT 3 LYING WEST OF WOLF ROAD IN G. HECHINGER'S FARM IN SECTION 2, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

THE EAST 812.0 FEET OF LOT 2, AS MEASURED ON THE SOUTH LINE THEREOF, IN SUBDIVISION OF G. HECHINGER'S FARM, IN SECTIONS 1, 2 AND 3, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3A:

THAT PART LYING WESTERLY OF THE CENTER LINE OF WOLF ROAD OF THE FOLLOWING DESCRIBED PROPERTY TAKEN AS A TRACT: THAT PART OF LOT 3 IN THE SUBDIVISION OF G. HECHINGER'S FARM IN THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN AS PER PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, IN BOOK 17 OF PLATS, PAGE 13, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 15.18 CHAINS SOUTH OF NORTHWEST CORNER OF SAID NORTHEAST 1/4 OF SAID SECTION 2, RUNNING THENCE SOUTH ON THE HALF OF SECTION LINE 6.51 CHAINS THENCE EAST 17 CHAINS MORE OR LESS TO THE CENTER OF MILWAUKEE AVENUE; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID MILWAUKEE AVENUE 6.90 CHAINS MORE OR LESS TO A POINT DUE OF PLACE OF BEGINNING; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID TRACT 14.05 CHAINS TO THE PLACE OF BEGINNING; EXCEPTING THEREFROM THAT PART THEREOF FALLING WITHIN MILWAUKEE AVENUE AND ALSO THE FOLLOWING DESCRIBED TRACTS: 1, BEGINNING AT A POINT WHICH IS 300 FEET EAST OF THE WEST LINE AND 82.45 FEET NORTH OF THE SOUTH LINE THEREOF RUNNING; THENCE NORTH 125 FEET; THENCE EAST 50 FEET; THENCE SOUTH 125 FEET; THENCE WEST 50 FEET TO THE PLACE OF BEGINNING; 2 BEGINNING AT A POINT WHICH IS 355.65 FEET EAST OF THE WEST LINE AND 82.45 FEET NORTH OF THE SOUTH LINE THEREOF, RUNNING THENCE NORTH 136.66 FEET; THENCE EAST 150 FEET, THENCE SOUTH 136.66 FEET AND THENCE WEST 150 FEET TO THE PLACE OF BEGINNING; 3. BEGINNING AT A POINT WHICH IS 580.65 FEET EAST OF THE WEST LINE AND 82.45 FEET NORTH OF THE SOUTH LINE THEREOF RUNNING THENCE NORTH 136.66 FEET THENCE EAST 25 FEET; THENCE SOUTH 136.66 FEET AND THENCE WEST 25 FEET TO THE PLACE OF BEGINNING.

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PARCEL 3B:

LOT 4 AND PART OF LOT 3 LYING WESTERLY OF CENTER LINE OF WOLF ROAD IN OWNER'S SUBDIVISION OF PART OF LOTS 2 AND 3 IN SUBDIVISION OF ECHINGER'S FARMS, IN SECTION 2, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, PLAT OF WHICH OWNER'S SUBDIVISION WAS RECORDED JUNE 14, 1915 IN COOK 132 OF PLAS, PAGE 22, AS OWNER'S SUBDIVISION WAS RECORDED JUNE 14, 1915 IN BOOK 132 OF PALS, PAGES 22, AS DOCUMENT 5652753 IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF LOT 5 LYING WEST OF THE CENTER OF WOLF ROAD OF THE OWENERS SUBDIVISION OF PARTS OF LOTS 2 AND 3 OF THE SUBDIVISION OF GEORGE HECHINGER'S FARM IN SECTION 2, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

P.I.N	03-02-100-013-0000	03-02-100-015-0000	03-02-100-016-0000
	03-02-100-029-0000	03-02-100-035-0000	03-02-200-005-0000
	03-02-200-053-0000	03-02-200-068-0000	

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EXHIBIT "3"

FINAL DEVELOPMENT PLANS FOR THE VILLAGE PROJECT APPROVED BY THE VILLAGE OF WHEELING

(a copy of which is being retained by the Developer and the Village of Wheeling)

1. Project Manual dated August 27, 2003;
2. Key Plans for Phase 1-C., Southeast Building #1, dated February 27, 2004; and
3. Proposed Residential PUD Plans dated September 3, 2003

Property of Cook County Clerk's Office

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EXHIBIT 4

STATE OF ILLINOIS }
 }
COUNTIES OF COOK AND LAKE }

I, **CHRISTINE BRADY**, do hereby certify that I am the duly appointed Deputy Village Clerk of the Village of Wheeling , Cook and Lake Illinois.

I, **DO FURTHER CERTIFY** that I am the keeper of the records, journals, entries, resolutions, ordinances and documents of the said Village of Wheeling.

I **DO FURTHER CERTIFY** that the annexed and foregoing document

ORDINANCE NO. 3720

is a true and correct copy of the document presented to the President and Board of Trustees of the Village of Wheeling.

I **DO FURTHER CERTIFY** That the original document of which the foregoing is a true copy, is entrusted to my care for safekeeping and I am the keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal

of the Village of Wheeling, this 3erd day of February, 20 04.



Christine Brady

Deputy Village Clerk
Village of Wheeling
Cook and Lake Counties, IL.

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Docket No. 2002-26A

ORDINANCE NO. 3720

**An Ordinance Granting Rezoning of Property
from I-1 Restricted Industrial District,
I-3 General Industrial District, and
R-1 Single-Family Residential District to
PD-4 Multi-Family Residential District
Prairie Park at Wheeling Development
(566 North Wolf Road)**

WHEREAS, the Plan Commission of the Village of Wheeling has held a public hearing, duly noticed, to consider a request for rezoning from I-1 Restricted Industrial District, I-3 General Industrial District, and R-1 Single-Family Residential District to PD-4 Multi-Family Residential District on 17.8 acres located at 566 North Wolf Road, Wheeling, Illinois, hereinafter legally described below; and

WHEREAS, the Plan Commission has submitted its Findings of Fact and Recommendation to the President and Board of Trustees, recommending that petitioner's request be granted; and

WHEREAS, the President and Board of Trustees deem it to be in the best interests of the Village to grant the petitioner's request;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS:

Section A

This Board of Trustees, after considering the Findings of Fact and Recommendation of the Plan Commission and other matters properly before it, hereby finds:

- The proposed rezoning complies with the Comprehensive Plan, Official Map and all other plans and policies adopted by the Village.
- The physical or economic conditions pertaining to the subject area changed, making the existing zoning inappropriate.
- The proposed rezoning is desirable and needed in the Village.
- The proposed rezoning is compatible with and would not unduly depreciate the use and value of a surrounding property.
- The proposed rezoning contributes to a rational pattern of land uses which is beneficial to the Village.

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Docket No. 2002-26A

Section B

The Zoning Ordinance and Official Map are hereby amended to revise the zoning classification from I-1 Restricted Industrial District, I-3 General Industrial District, and R-1 Single-Family Residential District to PD-4 Multi-Family Residential District on the property legally described below:

PARCEL 1:

The South 137.2 feet of that part of Lot 3 lying West of Wolf Road in G. Hechinger's farm in Section 2, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois. (PIN #03-02-200-005)

PARCEL 2:

The East 812.0 feet of Lot 2, as measured on the South line thereof, in Subdivision of G. Hechinger's Farm in Sections 1, 2 and 3, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

(PIN #03-02-100-013)

(PIN #03-02-100-015)

(PIN #03-02-100-016)

(PIN #03-02-100-029)

(PIN #03-02-100-035)

PARCEL 3:

That part lying Westerly of the center line of Wolf road of the following described property, taken as a tract: That part of Lot 3 in the Subdivision of G. Hechinger's Farm in the Northeast Quarter of Section 2, Township 42 North, Range 11, East of the Third Principal Meridian, as per plat thereof recorded in the Recorder's Office of Cook County, Illinois, in Book 17 of plats, page 13, described as follows: beginning at a point 15.18 chains South of the Northwest corner of said Northeast Quarter of said Section 2; Running Thence south on the Half Section line 6.51 chains; thence East 17 chains, more or less, to the center of Milwaukee Avenue; thence Northwesterly along the center line of said Milwaukee Avenue 6.90 chains, more or less, to a point due East of the place of beginning; thence West parallel with the South line of said tract 14.05 chains to the place of beginning, excepting therefrom that part thereof falling within Milwaukee Avenue and also the following described tracts: (1) Beginning at a point which is 300 feet East of the West line and 82.45 feet North of the South line thereof; Running Thence North 125 feet; thence east 50 feet; thence South 125 feet; thence West 50 feet to the place of beginning; (2) beginning at a point which is 355.65 feet East of the West line and 82.45 feet North of the South line thereof; running Thence North 136.66 feet; thence East 150 feet; thence South 136.66 feet and thence West 150 feet

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Docket No. 2002-26A

to the place of beginning; (3) beginning at a point which is 580.65 feet East of the West line and 82.45 feet North of the South line thereof; Running thence North 136.66 feet; thence East 25 feet; thence South 136.66 feet and thence West 25 feet to the place of beginning.
(PIN #03-02-200-053)

ALSO

Lot 4 and part of Lot 3 lying westerly of the center line of Wolf Road in Owner's Subdivision of part of Lots 2 and 3 in Subdivision of Hechinger's Farms in Section 2, Township 42 North, Range 11, East of the Third Principal Meridian, plat of which Owner's Subdivision was recorded June 14, 1915 in Book 132 of plats, page 22, as document 5652753, in Cook County, Illinois. (PIN #03-02-200-053)

PARCEL 4:

That part of Lot 5 lying West of the center of Wolf Road of the Owner's Subdivision of parts of Lots 2 and 3 of the Subdivision of George Hechinger's Farm in Section 2, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois. (PIN #03-02-200-068)

PARCEL 5:

That parcel of the North Half of Section 2, Township 42 North, Range 11, East of the Third Principal Meridian lying North of the Northline of Picardy Place Unit No. 2, a subdivision of that part of the Northwest and the Northeast Quarters of Section 2, Township 42 North, Range 11, East of the Third Principal Meridian, lying South of Lot 2 and Lot 3 in Subdivision of G. Hechinger's Farm in Sections 1, 2, and 3, Township 42 North, Range 11, East of the Third Principal Meridian, lying west of the west line of Wolf Road and lying East of the Westline of the East 812.0 feet, as measured on the South line thereof, of said Lot 2, in Cook County, Illinois.
(GAP Parcel)

(The above described property is known as 566 North Wolf Road, Wheeling, Illinois.)

Section C

The Zoning Administrator is directed to amend the Zoning Map of the Village of Wheeling to reflect the zoning change effected by this Ordinance.

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Docket No. 2002-26A

Section D

This Ordinance shall be in full force and effect from and after its passage and approval, according to law.

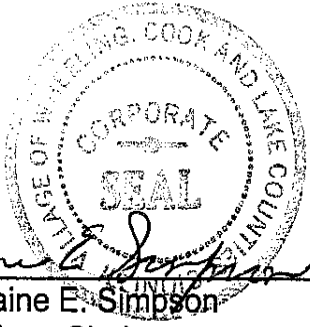
Trustee P. Horcher moved, seconded by Trustee Heer,
that Ordinance No. 3720 be passed.

PASSED this 14 day of April, 2003.

Trustee Abruscato <u>Aye</u>	Trustee M. Horcher <u>Aye</u>
Trustee Argiris <u>Aye</u>	Trustee P. Horcher <u>Aye</u>
Trustee Heer <u>Aye</u>	Trustee Lehmann <u>abstain</u>

APPROVED this 14 day of April, 2003.

Greg Klatecki
Greg Klatecki
Village President



ATTEST:
Elaine E. Simpson
Elaine E. Simpson
Village Clerk

APPROVED AS TO FORM ONLY:
Janet Ferrel
Village Attorney

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EXHIBIT 5

STATE OF ILLINOIS }
COUNTIES OF COOK AND LAKE }

I, **CHRISTINE BRADY**, do hereby certify that I am the duly appointed Deputy Village Clerk of the Village of Wheeling, Cook and Lake Illinois.

I, **DO FURTHER CERTIFY** that I am the keeper of the records, journals, entries, resolutions, ordinances and documents of the said Village of Wheeling.

I DO FURTHER CERTIFY that the annexed and foregoing document

ORDINANCE NO. 3721

is a true and correct copy of the document presented to the President and Board of Trustees of the Village of Wheeling.

I DO FURTHER CERTIFY That the original document of which the foregoing is a true copy, is entrusted to my care for safekeeping and I am the keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal

of the Village of Wheeling, this 3rd day of February, 20 04.



Christine Brady

Deputy Village Clerk
Village of Wheeling
Cook and Lake Counties, IL.

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Docket Nos. 2002-26B
and PC 02-13

ORDINANCE NO. 3721

**An Ordinance Granting Planned Unit Development FINAL Plan,
Special Use, Site Plan, and Appearance Approval for a
Planned Unit Development under
Title 19, Zoning, Chapter 19.29 and Section 19.27.060
Prairie Park Condominium Development
(Property currently known as 566 North Wolf Road)**

WHEREAS, on August 26, 2002, the President and Board of Trustees passed Ordinance No. 3670 granting Planned Unit Development Concept Plan, special use and site plan approval under Title 19, Zoning, Chapter 19.29 Planned Unit Development, Section 19.29.080 Planned Unit Development Standards and Section 19.27.060 Special Uses in the PD-4 Multi-Family Residential District, in order to construct a multi-family condominium development on property currently known as 566 North Wolf Road, Wheeling, Illinois, hereinafter legally described below and zoned R-1, I-1 and I-3 pending rezoning to PD-4; and

WHEREAS, the Plan Commission of the Village of Wheeling has held a public hearing to consider Final Plan approval of the Planned Unit Development known as Prairie Park at Wheeling; and

WHEREAS, the Plan Commission of the Village of Wheeling has reported its Findings of Fact and Recommendation to the President and Board of Trustees recommending Final Plan approval, subject to conditions; and

WHEREAS, the President and Board of Trustees find that the Development Final Plan has met the Standards for Planned Unit Development Approval, Section 19.29.080 and the Objectives of Planned Unit Development, Section 19.29.030; and

WHEREAS, the President and Board of Trustees deem it to be in the best interests of the Village to grant the petitioner's request, subject to conditions;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS:

Section A

This Board of Trustees, after considering the Findings of Fact and Recommendation of the Plan Commission and other matters properly before it, hereby finds:

- That the special use as requested will not alter the essential character of the area in which it is to be located;

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Docket Nos. 2002-26B and PC 02-13

- That the location and size of the special use, the nature and intensity of the operation involved in or conducted with it, the size of the site in relation to it, and the location of the site with respect to streets giving access to it, will be in harmony with and will not impede the normal, appropriate, and orderly development of the district in which it is located and the development of the surrounding properties;
- That the special use requested will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted nor diminish or impair property values of surrounding properties;
- That the parking areas will be of adequate size for the particular use, properly located, and suitably screened from adjoining residential uses, entrance and exit drives shall be laid out as to prevent traffic hazards and nuisances; and
- That the special use requested will conform to all applicable regulations and standards of the zoning district in which it is to be located.

Section B

A Planned Unit Development Final Plan is hereby approved under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.29 Planned Unit Developments, in the PD-4 Multi-Family Residential District, for a development consisting of a residential element comprised of 306 dwelling units to be developed as set forth in conformance with Sheet C-4 Master Site Plan dated March 6, 2003 prepared by Hirsch Associates, LLC., attached hereto and made part of, on the property legally described below:

PARCEL 1:

The South 137.2 feet of that part of Lot 3 lying West of Wolf Road in G. Hechinger's farm in Section 2, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois. (PIN #03-02-200-005)

PARCEL 2:

The East 812.0 feet of Lot 2, as measured on the South line thereof, in Subdivision of G. Hechinger's Farm in Sections 1, 2 and 3, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.
 (PIN #03-02-100-013)
 (PIN #03-02-100-015)
 (PIN #03-02-100-016)
 (PIN #03-02-100-029)
 (PIN #03-02-100-035)

UNOFFICIAL COPY**Docket Nos. 2002-26B and PC 02-13****PARCEL 3:**

That part lying Westerly of the center line of Wolf road of the following described property, taken as a tract: That part of Lot 3 in the Subdivision of G. Hechinger's Farm in the Northeast Quarter of Section 2, Township 42 North, Range 11, East of the Third Principal Meridian, as per plat thereof recorded in the Recorder's Office of Cook County, Illinois, in Book 17 of plats, page 13, described as follows: beginning at a point 15.18 chains South of the Northwest corner of said Northeast Quarter of said Section 2; Running Thence south on the Half Section line 6.51 chains; thence East 17 chains, more or less, to the center of Milwaukee Avenue; thence Northwesterly along the center line of said Milwaukee Avenue 6.90 chains, more or less, to a point due East of the place of beginning; thence West parallel with the South line of said tract 14.05 chains to the place of beginning, excepting therefrom that part thereof falling within Milwaukee Avenue and also the following described tracts: (1) Beginning at a point which is 300 feet East of the West line and 82.45 feet North of the South line thereof; Running Thence North 125 feet; thence east 50 feet; thence South 125 feet; thence West 50 feet to the place of beginning; (2) beginning at a point which is 355.65 feet East of the West line and 82.45 feet North of the South line thereof; running Thence North 136.66 feet; thence East 150 feet; thence South 136.66 feet and thence West 150 feet to the place of beginning; (3) beginning at a point which is 580.65 feet East of the West line and 82.45 feet North of the South line thereof; Running thence North 136.66 feet; thence East 25 feet; thence South 136.66 feet and thence West 25 feet to the place of beginning.
(PIN #03-02-200-053)

ALSO

Lot 4 and part of Lot 3 lying westerly of the center line of Wolf Road in Owner's Subdivision of part of Lots 2 and 3 in Subdivision of Hechinger's Farms in Section 2, Township 42 North, Range 11, East of the Third Principal Meridian, plat of which Owner's Subdivision was recorded June 14, 1915 in Book 132 of plats, page 22, as document 5652753, in Cook County, Illinois. (PIN #03-02-200-053)

PARCEL 4:

That part of Lot 5 lying West of the center of Wolf Road of the Owner's Subdivision of parts of Lots 2 and 3 of the Subdivision of George Hechinger's Farm in Section 2, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois. (PIN #03-02-200-068)

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Docket Nos. 2002-26B and PC 02-13

PARCEL 5:

That parcel of the North Half of Section 2, Township 42 North, Range 11, East of the Third Principal Meridian lying North of the Northline of Picardy Place Unit No. 2, a subdivision of that part of the Northwest and the Northeast Quarters of Section 2, Township 42 North, Range 11, East of the Third Principal Meridian, lying South of Lot 2 and Lot 3 in Subdivision of G. Hechinger's Farm in Sections 1, 2, and 3, Township 42 North, Range 11, East of the Third Principal Meridian, lying west of the west line of Wolf Road and lying East of the Westline of the East 812.0 feet, as measured on the South line thereof, of said Lot 2, in Cook County, Illinois.

(GAF Parcel)

(The above described property is currently known as 566 North Wolf Road, Wheeling, Illinois, zoned PD-4.)

Section C

A Special Use is hereby granted under Title 19, Zoning, of the Wheeling Municipal Code, Section 19.27.060 Special Uses in the PD-4 Multi-Family Residential District, for a Planned Unit Development consisting of a condominium residential development of 306 units, subject to conditions, in accordance with the Planned Unit Development Final Plan approved in Section B above for "The Property".

Section D

Site Plan Approval is hereby granted under Title 19, Zoning, Section 19.27.100 and Section 19.29.060(b) of the Wheeling Municipal Code, for the Planned Unit Development that shall be developed substantially in conformance with Sheet C-4 Master Site Plan dated March 6, 2003 prepared by Hirsch Associates, LLC. and Site Data dated February 6, 2003 by Hirsch Associates, LLC. attached hereto and made part of, for "The Property".

Section E

Appearance Approval is hereby granted under Title 19, Zoning, Section 19.29.060 (b) (3) and (4) General Architectural Style of Buildings and Site Planning for the mixed use development on "The Property" in conformance with the following plans:

- The architectural design of the buildings shall be developed substantially in conformance with the elevations identified as:
 - Front Elevation-Building-SE dated March 7, 2003
 - Rear Elevation- Building-SE dated March 7, 2003
 - Side Elevations-Building-SE dated March 7, 2003
 - Front Elevation-Building-NE dated March 7, 2003
 - Rear Elevation- Building-NE dated March 7, 2003

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Docket Nos. 2002-26B and PC 02-13

- Side Elevations-Building-NE dated March 7, 2003
 - Elevations-Pool House (West and South) dated February 6, 2003
 - Elevations-Pool House (East and North) dated February 6, 2003
- Prepared by Hirsch Associates, LLC. and Daniel Weinbach & Partners, LTD., attached hereto and made part of, for Prairie Park at Wheeling;

- Landscaping shall be installed substantially in conformance with the Overall Landscape Plan dated March 6, 2003 and Overall Landscape Plan Palette dated March 6, 2003, prepared by Hirsch Associates, LLC. and Daniel Weinbach & Partners, LTD., herein attached and made part of, for Prairie Park at Wheeling;
- Fountain Pavilion shall be installed substantially in conformance with the Elevation, Section, and Plan dated 3-7-03 prepared by Hirsch Associates, LLC., and Daniel Weinbach & Partners, LTD., herein attached and made part of, for Prairie Park at Wheeling;
- Lighting shall be installed substantially in conformance with the plan dated February 14, 2003 "ROAD Lighting" and "The Prairie Line" light fixture brochure dated RECEIVED March 6, 2003 specifying the Prairie fixture, the 700-LB posts, and the square poles for Prairie Park at Wheeling.

Section F

The Planned Unit Development Final Plan, Special Use, Site Plan and Appearance approval granted in Sections B, C, D and E of this ordinance are conditioned upon the following:

1. That the property is to be developed essentially in accordance with exhibits, herein attached and made part of, identified as follows:
 - Development Concept Plan Data dated February 6, 2003
 - C-2 Notes dated 3-6-03
 - C-3 Demo-Existing Topo Plan dated 3-6-03
 - C-4 Master Site Plan dated 3-6-03
 - C-5 Master site paving/sign dated 3-6-03
 - C-6 Master Utility Plan dated 3-6-03
 - C-7 Master grading plan dated 3-6-03
 - C-8A Phase 1 Erosion Plan dated 3-6-03
 - C-9 Sheet Profile
 - C-10 Surface detail dated 3-6-03
 - C-11 Underground detail dated 3-6-03
 - C-12 I.D.O.T Stand. Details dated 1-21-03
 - C-13 Sections dated 10-16-02
 - C-13 Cross sections dated 10-16-02

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Docket Nos. 2002-26B and PC 02-13

2. That with approval of the CLOMAR, the ring road and club house would be the first to be constructed in phase two.
3. That there would be a bond for impervious surfaces, that is, the building pads, driveways and parking lots of phase two, as well as the clubhouse.
4. That utilities are to be buried.
5. That the number of rental units be limited.

Section G

This Ordinance shall be in full force and effect from and after its passage and approval, according to law.

Trustee P. Horcher moved, seconded by Trustee Argiris,
that Ordinance No. 3721 be passed.

PASSED this 14 day of April, 2003.

Trustee Abruscato <u>aye</u>	Trustee M. Horcher <u>aye</u>
Trustee Argiris <u>aye</u>	Trustee P. Horcher <u>aye</u>
Trustee Heer <u>aye</u>	Trustee Lehmann <u>abstain</u>

APPROVED this 14 day of April, 2003.



Greg Matecki
 Greg Matecki
 Village President

ATTEST:

Elaine E. Simpson
 Elaine E. Simpson
 Village Clerk

APPROVED AS TO FORM ONLY:

Janet Ferola
 Janet Ferola
 Village Attorney

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EXHIBIT 6

STATE OF ILLINOIS }
 }
COUNTIES OF COOK AND LAKE }

I, **CHRISTINE BRADY**, do hereby certify that I am the duly appointed Deputy Village Clerk of the Village of Wheeling , Cook and Lake Illinois.

I, **DO FURTHER CERTIFY** that I am the keeper of the records, journals, entries, resolutions, ordinances and documents of the said Village of Wheeling.

I DO FURTHER CERTIFY that the annexed and foregoing document
RESOLUTION NO. 03-190

is a true and correct copy of the document presented to the President and Board of Trustees of the Village of Wheeling.

I DO FURTHER CERTIFY That the original document of which the foregoing is a true copy, is entrusted to my care for safekeeping and I am the keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal

of the Village of Wheeling, this 3rd day of February, 2004.



Christine Brady

Deputy Village Clerk
Village of Wheeling
Cook and Lake Counties, IL.

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Docket No. PC 03-5
Final Plat Approval

RESOLUTION NO. 03-190

**A Resolution Approving the Final Plat
of Prairie Park at Wheeling Subdivision
(Property Currently Known as 566 North Wolf Road)**

WHEREAS, Mark Smith, representing Prairie Park at Wheeling, LLC, an Illinois Limited Liability Company, Owner, has submitted the Final Plat of Prairie Park at Wheeling Subdivision consisting of approximately 17.8 acres, and prepared by Samborski, Mattis, Inc., Professional Land Surveying Firm No. 048-000128, dated January 14, 2003, (latest revision August 8, 2003) prepared by Michael J. Mattis, Illinois Professional Land Surveyor, Certificate No. 2014, for the property legally described below:

PARCEL 1:

THE SOUTH 137.2 FEET OF THAT PART OF LOT 3 LYING WEST OF WOLF ROAD IN G. HECHINGER'S FARM IN SECTION 2, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. (PIN #03-02-200-005)

PARCEL 2:

THE EAST 812.0 FEET OF LOT 2, AS MEASURED ON THE SOUTH LINE THEREOF, IN SUBDIVISION OF G. HECHINGER'S FARM IN SECTIONS 1, 2 AND 3, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(PIN #03-02-100-013)

(PIN #03-02-100-015)

(PIN #03-02-100-016)

(PIN #03-02-100-029)

(PIN #03-02-100-035)

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PARCEL 3:

THAT PART LYING WESTERLY OF THE CENTER LINE OF WOLF ROAD OF THE FOLLOWING DESCRIBED PROPERTY, TAKEN AS A TRACT: THAT PART OF LOT 3 IN THE SUBDIVISION OF G. HECHINGER'S FARM IN THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, IN BOOK 17 OF PLATS, PAGE 13, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 15.18 CHAINS SOUTH OF THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF SAID SECTION 2; RUNNING THENCE SOUTH ON THE HALF SECTION LINE 6.51 CHAINS; THENCE EAST 17 CHAINS, MORE OR LESS, TO THE CENTER OF MILWAUKEE AVENUE; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID MILWAUKEE AVENUE 6.90 CHAINS, MORE OR LESS, TO A POINT DUE EAST OF THE PLACE OF BEGINNING; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID TRACT 14.05 CHAINS TO THE PLACE OF BEGINNING, EXCEPTING THEREFROM THAT PART THEREOF FALLING WITHIN MILWAUKEE AVENUE AND ALSO THE FOLLOWING DESCRIBED TRACTS: (1) BEGINNING AT A POINT WHICH IS 300 FEET EAST OF THE WEST LINE AND 82.45 FEET NORTH OF THE SOUTH LINE THEREOF; RUNNING THENCE NORTH 125 FEET; THENCE EAST 50 FEET; THENCE SOUTH 125 FEET; THENCE WEST 50 FEET TO THE PLACE OF BEGINNING; (2) BEGINNING AT A POINT WHICH IS 355.65 FEET EAST OF THE WEST LINE AND 82.45 FEET NORTH OF THE SOUTH LINE THEREOF; RUNNING THENCE NORTH 136.66 FEET; THENCE EAST 150 FEET; THENCE SOUTH 136.66 FEET AND THENCE WEST 150 FEET TO THE PLACE OF BEGINNING; (3) BEGINNING AT A POINT WHICH IS 580.65 FEET EAST OF THE WEST LINE AND 82.45 FEET NORTH OF THE SOUTH LINE THEREOF; RUNNING THENCE NORTH 136.66 FEET; THENCE EAST 25 FEET; THENCE SOUTH 136.66 FEET AND THENCE WEST 25 FEET TO THE PLACE OF BEGINNING.

(PIN #03-02-200-053)

ALSO

LOT 4 AND PART OF LOT 3 LYING WESTERLY OF THE CENTER LINE OF WOLF ROAD IN OWNER'S SUBDIVISION OF PART OF LOTS 2 AND 3 IN SUBDIVISION OF HECHINGER'S FARMS IN SECTION 2, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, PLAT OF WHICH OWNER'S SUBDIVISION WAS RECORDED JUNE 14, 1915 IN BOOK 132 OF PLATS, PAGE 22, AS DOCUMENT 5652753, IN COOK COUNTY, ILLINOIS. (PIN #03-02-200-053)

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PARCEL 4:

THAT PART OF LOT 5 LYING WEST OF THE CENTER OF WOLF ROAD OF THE OWNER'S SUBDIVISION OF PARTS OF LOTS 2 AND 3 OF THE SUBDIVISION OF GEORGE HECHINGER'S FARM IN SECTION 2, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. (PIN #03-02-200-068)

PARCEL 5:

THAT PARCEL OF THE NORTH HALF OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE NORTHLINE OF PICARDY PLACE UNIT NO. 2, A SUBDIVISION OF THAT PART OF THE NORTHWEST AND THE NORTHEAST QUARTERS OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF LOT 2 AND LOT 3 IN SUBDIVISION OF G. HECHINGER'S FARM IN SECTIONS 1, 2, AND 3, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST LINE OF WOLF ROAD AND LYING EAST OF THE WESTLINE OF THE EAST 812.0 FEET, AS MEASURED ON THE SOUTH LINE THEREOF, OF SAID LOT 2, IN COOK COUNTY, ILLINOIS.
(GAP PARCEL)

(The above described property is currently known as 565 North Wolf Road, Wheeling, Illinois, currently zoned PD-4.)

WHEREAS, the Plan Commission of the Village of Wheeling has reviewed the Final Plat of Prairie Park at Wheeling Subdivision and found the plat to be in conformance with the requirements of Title 17, Planning Subdivisions and Developments, and has recommended approval to the President and Board of Trustees, subject to condition;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that approval is hereby granted for the Final Plat of Prairie Park at Wheeling Subdivision prepared by Samborski, Mattis, Inc., Professional Land Surveying Firm No. 048-000128, dated January 14, 2003, (latest revision August 8, 2003) prepared by Michael J. Mattis, Illinois Professional Land Surveyor, Certificate No. 2014, herein attached and made part of, subject to the following conditions:

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1. That payment is made of all applicable fees, charges and contributions as required.
2. That the Declaration of Covenants, Conditions and Restrictions for Prairie Park at Wheeling Subdivision meet with the approval of the Village Attorney and Village Engineer and be recorded.
3. That proper surety be posted with the Village of Wheeling prior to recording of the Final Plat.

BE IT FURTHER RESOLVED, that the Village President is directed to sign the final plat of Prairie Park at Wheeling and the Clerk is directed to affix her signature and seal of the Village thereto.

Trustee Argiris moved, seconded by Trustee Abruscato that Resolution No. 03-190 be adopted.

Trustee Abruscato <u>Aye</u>	Trustee M. Horcher <u>Aye</u>
Trustee Argiris <u>Aye</u>	Trustee P. Horcher <u>Aye</u>
Trustee Heer <u>Aye</u>	Trustee Lehmann <u>Abstain</u>

ADOPTED this 27 day of October, 2003, by the President and Board of Trustees of the Village of Wheeling, Illinois.

Greg Klatecki
Greg Klatecki
Village President

ATTEST:

Elaine E. Simpson
Elaine E. Simpson
Village Clerk

