

# UNOFFICIAL COPY

Prepared by:  
Bryan E. Mraz  
Bryan E. Mraz & Associates, P.C.  
111 East Irving Park Road  
Roselle, IL 60172



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KAREN A. YARBROUGH

COOK COUNTY CLERK

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PERMANENT INDEX NUMBERS:

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06-33-201-015-0000

## ORDINANCE 2022-55

AN ORDINANCE APPROVING THE FIRST AMENDMENT TO THE PLANNED  
DEVELOPMENT AGREEMENT FOR THE GRASSLANDS SUBDIVISION

ADOPTED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF BARTLETT THIS 22<sup>ND</sup> DAY OF JUNE, 2022.

Mail to:  
Village of Bartlett  
Village Clerk  
228 S. Main St.  
Bartlett, IL 60103

RECORDING FEE

\$88-

DATE 7/15/22

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OK BY

RVSD

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## ORDINANCE 2022-55

### AN ORDINANCE APPROVING THE FIRST AMENDMENT TO THE PLANNED DEVELOPMENT AGREEMENT FOR THE GRASSLANDS SUBDIVISION

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**BE IT ORDAINED** by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, as follows:

**SECTION ONE:** That the First Amendment to the Planned Development Agreement for the Grasslands Subdivision between the Village of Bartlett and Bartlett 59 LLC, dated as of June 21, 2022, a copy of which is appended hereto as Exhibit A and is expressly incorporated herein (the "First Amendment"), is hereby approved.

**SECTION TWO:** The President and Village Clerk are authorized to sign and attest, respectively, the First Amendment on behalf of the Village.

**SECTION THREE: SEVERABILITY.** If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

**SECTION FOUR: REPEAL OF PRIOR ORDINANCES.** All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

**SECTION FIVE: EFFECTIVE DATE.** This Ordinance shall be in full force and effect upon its passage and approval.

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**ROLL CALL VOTE:**

**AYES:** Trustees Deyne, Gandsey, Gunsteen, Hopkins, Reinke, Suwanski

**NAYS:** None

**ABSENT:** None

**PASSED:** June 21, 2022

**APPROVED:** June 21, 2022

  
Kevin Wallace, Village President

**ATTEST:**

  
Lorna Giles, Village Clerk

### CERTIFICATION

I, Lorna Giles, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2022-55 enacted on June 21, 2022 and approved on June 21, 2022 as the same appears from the official records of the Village of Bartlett.

  
Lorna Giles, Village Clerk



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**EXHIBIT A**

## FIRST AMENDMENT TO THE GRASSLANDS PLANNED DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO THE GRASSLANDS SUBDIVISION PLANNED DEVELOPMENT AGREEMENT (the "First Amendment") dated as of June 21, 2022, by and between the Village of Bartlett, an Illinois municipal corporation (the "Village") by and through the President and the Board of Trustees (hereinafter collectively referred to as the "Corporate Authorities") and Bartlett 59 LLC, an Illinois corporation ("Bartlett 59"). Bartlett 59 and the Village are collectively referred to as the "Parties" or individually are sometimes referred to as a "Party".

### RECITALS

**WHEREAS**, the Village and Bartlett 59 entered into that certain Planned Development Agreement dated July 20, 2021 (the "Grasslands Planned Development Agreement"), which is incorporated herein by reference, to govern rezoning and development of approximately one hundred and ninety-two (192) acres of land in Cook County as legally described in Exhibit B attached hereto (the "Grasslands Subdivision Property");

**WHEREAS**, as of the date of the Grasslands Planned Development Agreement, the Grasslands Subdivision Property was owned by Bartlett 59;

**WHEREAS**, as of the date of this First Amendment, the Grasslands Subdivision Property is owned by Bartlett 59;

**WHEREAS**, the Parties agree that the amendment to the Grasslands Planned Development Agreement set forth herein are in the parties' mutual best interests and will avoid delay in the development of Phase 1 of the development; and

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, recitals and agreements contained in the Grasslands Planned Development Agreement and this First Amendment, and other good and valuable consideration the Parties agree as follows:

1. Recitals. The above stated Recitals are hereby incorporated in this First Amendment as if fully restated herein.
2. Capitalized Terms. All capitalized terms used in this First Amendment shall have the same meaning as set forth in the Grasslands Planned Development Agreement unless otherwise noted.
3. That Exhibit G to the Planned Development Agreement entitled "SCHEDULE OF SPECIAL CONDITIONS, RIGHTS AND WAIVERS AND CONDITIONS PRECEDENT FOR DEVELOPMENT", in Section VII. thereof entitled "CONDITIONS PRECEDENT TO DEVELOPMENT", Section D. thereof entitled "ADDITIONAL CONDITIONS FOR

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BUILDING PERMIT – SPECIAL SERVICE AREA shall be amended to add new subsection 6 thereto which stated as follows:

6. Notwithstanding the foregoing, however, Owner or the applicable developer may submit for and obtain building permits prior to the adoption of an ordinance establishing a Special Service Area One for the Grasslands Subdivision Phase 1 provided (i) the SSA Consents have been signed by the owner, or person or persons in whose name(s) the general taxes for the last preceding year for all of the property included in the said Special Service Area One, (ii) the Ordinance proposing the Establishment of Special Service Area Number One for the Grasslands Subdivision Phase 1 has been adopted, and (iii) a Site Development Permit has been issued for the Phase/POD in which the building permits are sought, and (iv) further provided neither the Owner nor the applicable developer, nor its respective agents, shall sign contracts for the sale of any individual lot(s) and/or improvements on any individual lot or lots prior to the recording of the Final Plat of Subdivision, the Ordinance Establishing the Special Service Area, the Master Declaration, and/or each Applicable Declaration of CCRs .

4. Sum of the Terms. All other terms and conditions of the Grasslands Planned Development Agreement shall remain in full force and effect and are incorporated herein by reference pursuant to the terms of this First Amendment and thusly, are applicable to this First Amendment except where the terms of the Grasslands Planned Development Agreement expressly amended conflict with the terms of this First Amendment and in such case the terms of this First Amendment shall control.

**[SIGNATURES APPEAR ON FOLLOWING PAGES]**

County Clerk's Office

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

VILLAGE:

VILLAGE OF BARTLETT,  
an Illinois municipal corporation

By: *Kevin Wallace*  
Village President

ATTEST:

By: *Lorna Gilles*  
Village Clerk

STATE OF ILLINOIS )

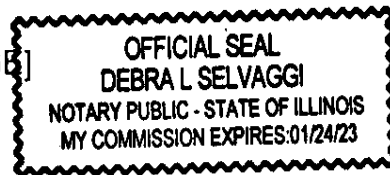
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Kevin Wallace and Lorna Gilles, personally known to me to be the Village President and Village Clerk, respectively, of the Village of Bartlett, 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 acknowledge that as such Village President and Village Clerk, they signed and delivered the said instrument as President and Village Clerk and caused the corporate seal of said Village to be affixed thereto, pursuant to authority, given by the Village of Bartlett Village Trustees as the free and voluntary act and deed of said Village for the uses and purposes set forth.

Given under my hand and official seal, this 22 day of June, 2022.

*Debra L Selvaggi*  
Notary Public

[SIGNATURE PAGE]





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EXHIBIT B

## LEGAL DESCRIPTION – “THE GRASSLANDS”

THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE DEED DATED MARCH 3, 1945 AND RECORDED IN THE COUNTY OR LESS. ALSO EXCEPTING

THEREFROM RECORDER'S OFFICE IN COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 13490455 AND RECORDED IN BOOK 39843 ON PAGE 204, EXCEPTING THEREFROM;

THAT PART OF SAID PREMISES CONVEYED TO THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD AS RECORDED BY DOCUMENT NUMBER 414744, ALSO EXCEPTING;

THAT PART CONVEYED TO HENRY A. SCANDREL T, WALTER J. CUMMINGS AND GEORGE I. HAIGHT, TRUSTEES OF THE PROPERTY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, THEIR SUCCESSORS AND ASSIGNS AND RECORDED AS DOCUMENT NUMBER 12905600, FILED FOR RECORD JUNE 8, 1942, RECORD BOOK 37528, PAGE 311 CONTAINING 9.7153 ACRES, MORE OR LESS, AND THAT PART CONVEYED FROM JENNIE ALPERIN AND NORMAN ALPERIN TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION RECORDED AS DOCUMENT NUMBER 92087412 CONTAINING 0.126 ACRES, MORE OR LESS, AND THAT PART CONVEYED TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION RECORDED AS DOCUMENT NUMBER 92087414, CONTAINING 0.673 ACRES, MORE OR LESS, AND THAT PART CONVEYED TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION RECORDED AS DOCUMENT NUMBER 92087416, CONTAINING 1.772 ACRES, MORE OR LESS ALSO EXCEPTING THEREFROM:

### TRACT 1:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST 1/4, THENCE WEST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 62.5 FEET FOR A PLACE OF BEGINNING; THENCE WEST ALONG SAID NORTH LINE 400.0 FEET; THENCE SOUTH 4 DEGREES 24 MINUTES WEST, 182.5 FEET; THENCE SOUTH 8 DEGREES 57 MINUTES WEST, 89.5 FEET; THENCE SOUTH 11 DEGREES 28 MINUTES WEST, 86.5 FEET; THENCE SOUTH 13 DEGREES 24 MINUTES WEST, 100.0 FEET; THENCE SOUTH 18 DEGREES 9 MINUTES WEST 80.0 FEET; THENCE SOUTH 19 DEGREES 42 MINUTES WEST, 92.8 FEET; THENCE SOUTH 22 DEGREES 20 MINUTE WEST, 89.5 FEET; THENCE SOUTH 24 DEGREES 48 MINUTES WEST, 92.8 FEET; THENCE SOUTH 32 DEGREES 33 MINUTES WEST, 62.5 FEET; THENCE SOUTH 26 DEGREES 42 MINUTES WEST, 272.4 FEET; THENCE SOUTH 68 DEGREES 9 MINUTES EAST, 398.9 FEET TO THE WESTERLY LINE OF THE PUBLIC HIGHWAY (ROUTE 59); THENCE NORTH 26 DEGREES 19 MINUTES EAST, 357.5 FEET ALONG SAID WESTERLY LINE TO A POINT OF CURVE; THENCE ON A CURVE TO THE LEFT, TANGENT TO LAST DESCRIBED COURSE AND HAVING A RADIUS OF 2171.68 FEET, FOR A DISTANCE OF 942.5 FEET TO THE PLACE OF BEGINNING, CONTAINING 13 ACRES, MORE OR LESS ALSO EXCEPTING THEREFROM:

### TRACT 2:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID NORTHEAST 1/4 WITH THE CENTER LINE OF STATE ROUTE 59; THENCE ALONG SAID CENTER LINE 498.9 FEET; THENCE ALONG A LINE THAT FORMS AN ANGLE OF 90 DEGREES 0 MINUTES TO THE LEFT WITH THE PROLONGATION OF SAID CENTER LINE, 50.0 FEET TO THE WESTERLY LINE OF AFORESAID STATE ROUTE 59, FOR A PLACE OF BEGINNING;



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THENCE NORTH 26 DEGREES 19 MINUTES EAST ALONG THE AFORESAID WESTERLY LINE OF STATE ROUTE 59, 235.1 FEET; THENCE NORTH 22 DEGREES 10 MINUTES EAST ALONG SAID WESTERLY LINE, 328.0 FEET TO A POINT IN A LINE OF 25.0 FEET SOUTHERLY FROM AND PARALLEL WITH THE SOUTHERLY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD; THENCE NORTH 63 DEGREES 44 MINUTES WEST ALONG SAID PARALLEL LINE, 462.33 FEET; THENCE SOUTH 17 DEGREES 22 MINUTES WEST, 397.0 FEET; THENCE SOUTH 5 DEGREES 11 MINUTES EAST,

200.0 FEET; THENCE SOUTH 63 DEGREES 44 MINUTES EAST, 319.5 FEET TO THE PLACE OF BEGINNING, CONTAINING 5.465 ACRES, MORE OR LESS ALSO EXCEPTING THEREFROM;

## TRACT 3:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF WEST BARTLETT ROAD AS ORIGINALLY DEDICATED WITH THE CENTER LINE OF STATE ROUTE NO. 59 AS SHOWN ON THE PLAT OF DEDICATION RECORDED MAY 7, 1935 AS DOCUMENT NUMBER 11611940; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID ROUTE NO. 59, 473.8 FEET FOR A PLACE OF BEGINNING; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID ROUTE NO. 59, 300.0 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO LAST MENTIONED CENTER LINE 340.4 FEET; THENCE SOUTHWESTERLY PARALLEL WITH THE CENTER LINE OF SAID ROUTE NO. 59, 300.0 FEET; THENCE NORTHWESTERLY ALONG A LINE AT RIGHT ANGLES TO LAST MENTIONED CENTER LINE 340.4 FEET TO THE PLACE OF BEGINNING (EXCEPTING THEREFROM THAT PART THEREOF FALLING IN THE RIGHT OF WAY OF SAID ROUTE NO. 59) IN COOK COUNTY, ILLINOIS, CONTAINING 2 ACRES, MORE OR LESS,

ALSO EXCEPTING THEREFROM;

THAT PART AS SHOWN IN THE PLAT OF DEDICATION RECORDED MAY 7, 1935 AS DOCUMENT 11611340. ALSO EXCEPTING: THAT PART OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES, 15 MINUTES, 38 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 697.50 FEET TO THE INTERSECTION OF SAID EAST LINE WITH THE EASTERLY RIGHT-OF-WAY LINE OF ILLINOIS STATE ROUTE 59 PER WARRANTY DEED RECORDED FEBRUARY 11, 1992 AS DOCUMENT NUMBER 92087416 FOR THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES, 15 MINUTES 38 SECONDS EAST ALONG SAID EAST LINE, 1152.33 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE (100 FEET WIDE) OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD PER DOCUMENT NUMBER 414744; THENCE NORTH 65 DEGREES, 05 MINUTES, 32 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 430.54 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID ILLINOIS STATE ROUTE 59; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF THE FOLLOWING FOUR (4) COURSES AND DISTANCES: (1) NORTH 28 DEGREES, 47 MINUTES, 55 SECONDS EAST, 288.63 FEET TO A NONTANGENT CURVE: (2) ALONG AN ARC OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 2968.51 FEET, HAVING A CHORD BEARING OF NORTH 25 DEGREES 01 MINUTES 17 SECONDS EAST, 207.24 FEET TO A NONTANGENT LINE: (3) NORTH 18 DEGREES, 17 MINUTES, 43 SECONDS EAST, 207.09 FEET TO A NONTANGENT CURVE: (4) ALONG AN ARC OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 2958.65 FEET; HAVING A CHORD BEARING OF NORTH 15 DEGREES, 39 MINUTES, 47 SECONDS EAST, 346.76 FEET (347.30 FEET RECORD) TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.