



AGENDA

PLANNING AND ZONING COMMITTEE

Planning and Zoning Committee: January 9, 2025 at 7:15 PM
Village Hall 740 Hillgrove Avenue, Western Springs, IL 60558

A. Call to Order

B. Approval of Minutes

1. November 7, 2024

C. Public Comment

D. Considerations

1. Timber Trails - 2025 Construction Observation Agreement with V3 Companies: Committee review, discussion, and recommendation
2. 5600 Wolf Road - Heritage Crossing Stormwater Review Assistance Agreement with Baxter & Woodman Consulting Engineers - Amendment #2: Committee review, discussion, and recommendation
3. PC-2024-04 – A Comprehensive Plan Amendment to the Long-Range Land Use Map and an Amendment to the Village Zoning Map at 917 Lawn Court: Committee review, discussion, and recommendation
4. 4300 Howard Avenue, First United Methodist Church, Hinsdale First United Methodist Church, Plat of Abrogation for a Public Sidewalk Easement and Dissolve a Conditional Use Permit: Committee review, discussion, and recommendation
5. Downtown Western Springs Market Assessment Update: Committee review, discussion, and recommendation

E. New Business

1. Pending Land Use Application, PC-2024-02 – A Comprehensive Plan Amendment to the Long-Range Land Use Map, Conditional Use for a Planned Development, Variations, and Subdivision - 5600 Wolf Road, McNaughton Development, LLC: Status Report

F. Other Business

G. Adjournment

Individuals with disabilities who plan to attend / participate in this meeting and who require accommodations to allow them to observe and participate, or who have questions regarding accessibility of the meeting or facilities, are requested to contact Jill Izzo at 708-246-1800, extension 127.

Planning and Zoning Commission
Village Board Room
Thursday, November 7, 2024, 7:15 p.m.

Present: Chairman Phil Nawrocki
Member Jim Tyrrell
Ellen Baer, Village Manager
Heather Valone, Community Development Director

Call to Order: Chairman Nawrocki called the meeting to order at 7:46 pm.

Approval of Minutes: Chairman Nawrocki made a motion to approve the meeting minutes for October 2, 2024. Member Tyrrell seconded the motion to approve. A voice vote was conducted, and the minutes were approved with both Trustees voting aye.

Public Comment:

There were no public comments.

Timber Trails Subdivision, 5904 Juniper Court, Lot 95 – Plat of Easement, Timber Trails Building Company, Inc.: McNaughton Development, LLC: Committee review, discussion, and recommendation:

Director Valone explained that the Timber Trails Building Company, the owner of the property, is requesting a public sidewalk easement for a path on an undeveloped lot. Although the path has already been constructed, it is positioned further south than originally planned, immediately adjacent to the building setback line. As the current owner of the lot, Timber Trails is entitled to make this request rather than altering the path.

Trustee Tyrrell inquired about the proximity of the path to the property boundary.

Director Valone stated that the house would be constructed directly touching the path. Director Valone noted that Timber Trails has not disclosed whether they have a prospective buyer, but as the property owner, they have the right to submit this request. Additionally, the house design has a bump out closest to the path that includes a seating area, and an upper-level space intended as part of a master bathroom. Director Valone clarified that this review is necessary because the easement under consideration, which the Village would accept, falls within the annexation agreement. However, because the request is made by the current property owner, our ability to deny the easement is limited.

Chairman Nawrocki made motion to bring forward the Timber Trails Subdivision, 5904 Juniper Court, Lot 95 – Plat of Easement to be considered at the November 11th meeting for approval. Member Tyrrell seconded the motion. Director Valone then conducted a roll call, with Chairman Nawrocki responding “Aye” and Member Tyrrell also responding “Aye.”

2025 Fiscal Year: Community Development Budget Proposal: Committee review, discussion, and recommendation:

Director Valone explained that there have been some updates since her initial presentation on October 2. While the budget has remained largely consistent over the years, several initiatives are being proposed for consideration. First, Director Valone noted that the current comprehensive plan is 20 years old and proposed an update to ensure it reflects current needs and goals. Second, she recommended an assessment of the Village's commercial districts to modernize them, including updates to temporary use permits and food vendor regulations. An additional proposal, not included in the October 2 presentation, involves improving the process for processing code violations. Currently, citations are handled through the Cook County Circuit Court system, which is costly, generates no revenue for the Village, and may not offer optimal customer service. Under the proposed process, residents issued citations would instead address them directly at Village Hall, allowing the Village to retain any fines collected. This change would also broaden the staff's capacity to issue citations as needed. Finally, Director Valone proposed maintaining the same budget for the property improvement grant program, which applies to both the north and south districts.

Chairman Nawrocki made motion to bring forward the Community Development Department 2025 Budget to be considered by the full Village Board of Trustees. Member Tyrrell seconded the motion. Director Valone then conducted a roll call, with Chairman Nawrocki responding "Aye" and Member Tyrrell also responding "Aye."

New Business:

None

General updates and future meeting: If there are eligible applications for review, the next Planning and Zoning meeting will be November 21st at 7:15pm.

Other Business: There is no other business to discuss this evening.

Adjournment: Chairman Nawrocki made a motion to adjourn the meeting. Trustee Tyrrell seconded the motion. A voice vote was conducted with both Trustees voting aye. Meeting is adjourned at 8:18 p.m.



AGENDA ITEM SUMMARY

PLANNING AND ZONING COMMITTEE

Planning and Zoning Committee: January 9, 2025

AGENDA ITEM D.1.

To: Planning and Zoning Committee

From: Jeff Koza, Director of Engineering Services

CC: Ellen Baer, Village Manager, Heather Valone, Director of Community Development, John Mastandona, Director of Finance

RE: Timber Trails - 2025 Construction Observation Agreement with V3 Companies: Committee review, discussion, and recommendation

Recommendation

Village Staff is recommending that the Committee consider recommending to the Village Board of Trustees the approval of the 2025 V3 Engineering Services Agreement for the Construction Observation and Development Closeout/Acceptance Services for the Timber Trails Subdivision.

Summary

Staff is recommending retaining V3 Companies ("V3") to continue to perform construction observation of the Timber Trails Subdivision development. V3 took on this role in February of 2023 and has done well in this role providing a full progress punchlist as described below and regular oversight of progress in the area.

Under the new 2025 agreement, V3 will continue perform work as needed and as requested. The Timber Trails developer is ultimately responsible for these construction observation costs incurred per the annexation agreement. In 2024, a comprehensive development punchlist for Unit 1 and a punchlist and estimate of cost to complete for Unit 2 was developed by V3 and given to the developer. It itemized all public infrastructure deficiencies and items not yet completed. In late 2024 the developer began work on Unit 1 punchlist and has said they intend to work on both the Unit 1 punchlist and on the installation of Unit 2 public infrastructure in 2025. V3 and Village Staff are working with the developer on a schedule for completion of this work. V3 will perform construction observation of the work on behalf of the Village. The 2025 agreement provided by V3 provides an estimate of manhours and cost. These are an estimate and the final cost will depend on how often services are actually needed. It appears it could be several more years before the subdivision is complete and accepted by the Village. The V3 proposal is included in the Committee agenda packet.

Financial Impact

The Village will initially pay V3 for services completed, but all costs incurred by the Village are then billed by the Village to the Timber Trails developer per the original Annexation Agreement. Funds have been included in the FY2025 budget.

Recommended Motion

Move to recommend approval to the Village Board of Trustees for the 2025 V3 Engineering Services Agreement for the Construction Observation and Development Closeout/Acceptance Services for the Timber Trails Subdivision

Strategic Plan Alignment

N/A

File Attachments

1. Timber Trails 2025 Task Order Update_12232024 -REV 1



December 23, 2024

Mr. Jeff Koza, P.E., CFM
Director of Engineering/Village Engineer
Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558

RE: Timber Trails Subdivision Permit/Plan Review and Punchlist Inspection and Closeout Services

Dear Mr. Koza:

In association with the on-going Timber Trails subdivision, we are submitting this task order for calendar year 2025 to address the ongoing individual lot permit/plan review and inspections, as well as the expected subdivision infrastructure punchlist inspection and closeout activities that are anticipated in 2025.

If you find this proposal to be acceptable, the executed copies of this letter will constitute the entire agreement between the Village of Western Springs (CLIENT) and V3 Companies, Ltd. (V3) for services on this PROJECT.

PROJECT UNDERSTANDING

Throughout 2024 V3, in coordination with the Village, developed a punchlist of deficiencies for both Unit 1 and Unit 2 of the Timber Trails subdivision. Items related to direct Village ownership, as well as those that will be transferred to the Homeowner's Association have been included in the punchlist evaluation. On October 29, 2024 the Village, representatives of Timber Trails Development and V3 meet on site to review the deficiencies for Unit 1 that need to be repaired prior to Village acceptance. This coordination is on-going and repairs are tentatively scheduled to start in Spring of 2025.

Currently, inspections are being made on a lot-by-lot basis, as requested by the Village, utilizing the Munis reporting system, and shared with the respective builders. The Village is seeking assistance in performing the engineering reviews of Single Family/Townhome single lot within the Timber Trails development as well as maintain the lot inspections. Approximately 70 lots remain in the subdivision that review services will be needed for. It is anticipated that 10-15 lot reviews will be needed per year.

This task order combines the lot plan/permit review and inspection with the Unit 1 punchlist inspection and coordination. A separate task order will be prepared as necessary for Unit 2 punchlist coordination and inspection. The work included in this task order is for the calendar year 2025.

SCOPE OF SERVICES

This task order update seeks to continue the current agreement relating to the Timber Trails Subdivision Development Closeout/Acceptance Services, with specific clarifications due to the various work elements involved. The general extent of those services is expected to include, but may not be limited to the following:

Weekly General Development Inspection

These inspections, involving individual lot erosion control, tree protection and safety measures, will continue as previously provided and recorded with village staff and the builders.

- A minimum of one, preferably two weekly site visits, to provide overall lot development monitoring, that will include photographs and a weekly report of ongoing lot development. This monitoring is being provided due to minimal communication being provided from the builders as to what activities are planned or going on at the current time.

Subdivision Plan Review & Coordination

This task will be related to all administrative efforts involved in coordinating punchlist deficiency resolution with the developer and HOA. This is a continuation of the previous work efforts to coordinate the status of development. Tasks include:

- Reviewing available reports, engineering plans (to include but not limited to site plans, spot / foundation surveys, and as-built plans), landscape plans, tree preservation plans, and plats.
- Providing ready to publish plan review comments for distribution to the builder / developer.
- Completing necessary correspondence with the builder / developer to answer questions related to published plan review comments.
- Representing the CLIENT in discussions and meetings with the developer and residents of the community.
- Providing follow-up documentation and reports for ongoing improvements within portions of the subdivision.
- Site visits and documentation as necessary
- Continue to clarify those items to be maintained by the Village and those to be transferred and maintained by the HOA.

Punchlist Oversight

Work will be related to all services involved in oversight and approval of the developer's efforts involved in punchlist deficiency corrections and construction.

- This work will include the oversight and inspection of Unit 1 deficiencies as developed by V3 and coordinated with the Village and developer.
- Provide inspection reports via the Munis Field Inspector app or other medium based on the determination of the client.
- Based upon notification of work by the developer, and request from the Village, provide a full-time site presence at times when we know the developer is actively working, to oversee all punchlist deficiency corrections previously agreed upon.
- Facilitate weekly meetings between V3, Village and developer/contractor.
- Provide plan interpretation as required, coordination with Village and public works staff on current acceptable standards.
- Assist the developer and their contractor(s) with solutions to Requests for Information and

material submittal approvals.

- Provide material testing and recording of materials utilized in various components, including subgrade stability (pavement and pathway areas), aggregate compaction, HMA and PCC concrete. V3 will subcontract this work with Interra, LLC as the testing agency.
- Provide suitable documentation of performed work, including electronic photographs, GPS locations, photographic files.
- If during calendar year 2025 new Unit 2 infrastructure is being installed by the developer, V3 will provide site inspection of this work. The intent will be to utilize the same resources providing daily/weekly checks and Unit 1 punchlist inspections. A separate task order will be prepared as necessary for Unit 2 punchlist coordination and inspection.
- Attend meetings and provide recommendations to staff regarding development status and Letter of Credit reduction requests.

Lot Permit/Plan Review and Inspection

V3 will provide three reviews per site. V3 will perform the reviews with data as provided by the developer. Comments will be provided on the plans and returned to the submitter. V3 will respond to resubmittals. V3 is not responsible for the as built information. The information should be provided and verified by the developer/builder as necessary. The review stages and review periods are proposed as follows:

- Site Plan – Plan will be reviewed and compared to available engineering plans and adjacent lot data provided by developer, 10 business days (max).
- Spot Review/Foundation – Plans checked against approved plans and site plan, setbacks will be checked, 2-5 business days.
- As-built – Data provided by developer will be reviewed against lot plans, 10 business days (max).

V3 will invoice twice for each lot review:

- Site plan and spot/foundation review.
- As-built review and approval.

V3 will input the data into the Village's tracking system as directed by the Village.

COMPENSATION

We understand that this work may take multiple years. This agreement will be valid for 2025. A twelve-month renewal is proposed for subsequent years at the respective billing rates for that year. A Task order amendment will be submitted to the Village in November for Board approval in December of the upcoming year. Compensation will be based upon 2025 Standard Billing rates.

Upon notice to proceed from CLIENT, V3 will provide our services on an hourly basis, for those employees engaged directly on the project; a fee based on the actual hours expended multiplied by V3's billing rates attached for each employee classification. With that in mind, we anticipate the following:

Task	Detail	Estimated Budget – 2025 Billing Rates
Weekly General Development Inspection (hourly estimate)	2 hours/week; 4 weeks/month @ 12 months: 96 hours	\$16,300
	Vehicles (2 visits/week @ 0.5 EA); 24 EA @ \$65	\$ 1,560
	Estimated budget	\$17,860
Subdivision Plan Review & Coordination	Estimated hourly involvement 4 hours/month; 12 months	\$12,000
	Estimated budget	\$12,000
Punchlist Oversight (2025 estimate to be coordinated w/staff prior to starting any work): Unit 1 punchlist coordination. This includes new Unit 2 infrastructure inspection during 2025, if necessary.	Required hourly oversight is unknown without developer's schedule; +/-14 weeks duration (rates and hours per week vary)	\$100,000
	Material Testing Services	\$ 7,500
	Direct Costs (Vehicles) 56 days @ \$65/day	\$ 3,640
2024 Punchlist Refinement and Coordination	Estimated hourly involvement 16 hours	\$ 4,000
	Estimated budget	\$115,140
Lot Permit/Plan Review and Inspection	Site Plan and Spot/Foundation Review	\$ 1,500/lot
Note: Permit/Plan Review and Inspection Services to be paid on a Lump Sum Basis per lot.	As-Built Review	\$ 500/lot
	Anticipate 15 lots per year for an estimated 2025 cost of:	\$ 30,000
	Total Timber Trails Engineering Services Budget for Calendar Year 2025	\$175,000

V3 reserves the right to renegotiate the fee every calendar year. This fee does not include reimbursable expenses such as mileage, printing, postage, messenger service, and other similar project-related items. V3 shall be compensated 110% of reimbursable expenses. If Additional Services are required, they will be subject to a separate agreement. No additional services will be performed without prior written approval from the Village.

If the terms of this agreement are found to be satisfactory, please sign in the space provided below and return one copy to our office. V3 will initiate its services promptly upon the receipt of CLIENT's written acceptance of this proposal.

We appreciate the opportunity to present this proposal and look forward to working with Western Springs on this project.

Sincerely,
V3 COMPANIES, LTD.



Richard P. Kipp, P.E.
Senior Project Manager

Accepted For:
Village of Western Springs

By: _____

Title: _____

Date: _____



Heidi E. Voirol, P.E., LEED AP DB+C
Senior Project Manager



Kurt Corrigan, P.E.
Vice President of Municipal Services

V3 COMPANIES BILLING RATE SCHEDULE



(Rates effective January 1, 2025 through December 31, 2025)

<u>Description</u>	<u>Hourly Rate</u>	<u>Description</u>	<u>Hourly Rate</u>
Principal	\$ 265.00	Engineer II	\$ 140.00
Director	\$ 250.00	Intermediate Planner II	\$ 135.00
Operations Director	\$ 240.00	Landscape Designer II	\$ 135.00
Senior Project Manager	\$ 240.00	Operator III	\$ 135.00
Senior Estimator	\$ 235.00	Project Surveyor I	\$ 135.00
Survey Crew*	\$ 235.00	Senior Design Technician	\$ 135.00
Resident Construction Manager II	\$ 220.00	Technician III	\$ 135.00
Senior Administration	\$ 220.00	Construction Technician II	\$ 130.00
Superintendent	\$ 220.00	Design Technician III	\$ 130.00
Resident Engineer II	\$ 220.00	Intermediate Planner I	\$ 130.00
1 Man Union Crew	\$ 210.00	Landscape Architect I	\$ 130.00
Project Manager II	\$ 205.00	Planning Technician III	\$ 130.00
Resident Construction Manager I	\$ 200.00	Scientist III	\$ 130.00
Senior Ecologist	\$ 200.00	Administration III	\$ 125.00
Project Manager I	\$ 195.00	Civil Designer I	\$ 125.00
Senior Planner IV	\$ 190.00	Construction Administrator II	\$ 125.00
Administration V	\$ 190.00	Junior Planner III	\$ 125.00
Senior Project Engineer	\$ 190.00	Landscape Designer I	\$ 125.00
Resident Engineer I	\$ 190.00	Technician II	\$ 125.00
Senior Planner III	\$ 185.00	Engineer I	\$ 125.00
Senior Planner II	\$ 180.00	Design Technician II	\$ 120.00
Construction Administrator III	\$ 180.00	Junior Planner II	\$ 120.00
Project Engineer II	\$ 180.00	Operator II	\$ 120.00
Senior Planner I	\$ 175.00	Planning Technician II	\$ 120.00
Senior Landscape Architect	\$ 170.00	Scientist II	\$ 120.00
Project Engineer I	\$ 170.00	Junior Planner I	\$ 115.00
Administration IV	\$ 160.00	Instrument Operator	\$ 115.00
Senior Construction Technician	\$ 160.00	Design Technician I	\$ 110.00
Civil Designer III	\$ 150.00	Field Ecologist III	\$ 110.00
Landscape Architect III	\$ 150.00	Planning Technician I	\$ 110.00
Project Scientist II	\$ 150.00	Scientist I	\$ 110.00
Engineer III	\$ 150.00	Administration II	\$ 105.00
Intermediate Planner III	\$ 145.00	Estimating Technician	\$ 105.00
Landscape Designer III	\$ 145.00	Field Ecologist II	\$ 105.00
Project Surveyor III	\$ 145.00	Operator I	\$ 105.00
Civil Designer II	\$ 140.00	Technician I/Intern	\$ 105.00
Construction Technician III	\$ 140.00	Field Ecologist I	\$ 100.00
Landscape Architect II	\$ 140.00	Administration I	\$ 85.00
Project Scientist I	\$ 140.00	Project Coordinator	\$ 85.00
Project Surveyor II	\$ 140.00		

*Time is charged portal to portal



AGENDA ITEM SUMMARY

PLANNING AND ZONING COMMITTEE

Planning and Zoning Committee: January 9, 2025

AGENDA ITEM D.2.

To: Planning and Zoning Committee

From: Jeff Koza, Director of Engineering Services

CC: Ellen Baer, Village Manager, Heather Valone, Director of Community Development, John Mastandona, Director of Finance

RE: 5600 Wolf Road - Heritage Crossing Stormwater Review Assistance Agreement with Baxter & Woodman Consulting Engineers - Amendment #2: Committee review, discussion, and recommendation

Recommendation

Staff recommends that the Committee recommend to the full Village Board of Trustees the approval of the 5600 Wolf Road - Heritage Crossing - Stormwater Review Assistance Agreement with Baxter & Woodman Consulting Engineers - Amendment #2.

Summary

At the June 17, 2024, Village Board meeting, the Board approved an agreement with Baxter & Woodman Consulting Engineers, Inc. ("B&W") for plan review services to review the stormwater management plan received from McNaughton Development, Inc for the 5600 Wolf Road property development known as Heritage Crossing. Two reviews were completed under the original agreement however it was determined additional reviews were required thus at the September 9, 2024, Village Board meeting an agreement amendment, amendment #1, was approved. The original agreement and amendment #1 authorized \$19,800 in fees for the work.

The Village is now in receipt of a fourth detailed engineering submittal for this development. This submittal includes revisions to the stormwater modeling and stormwater management report that were requested during prior reviews. B&W has advised the Village that at this time the fee for the agreement and amendment #1 has been fully expended. These updated stormwater items require B&W review thus Staff is seeking approval of amendment #2 to the original agreement. Amendment #2 does not identify an upper fee limit. The amendment is setup to utilize B&W's services as needed with time spent being billed at the hourly rates provided in the amendment #2. Staff believes this approach is appropriate given the fact this review process has required more reviews than originally contemplated when the agreement was originally approved. Ultimately the number of additional reviews that the Village will need assistance with from B&W will depend on the quality of the developer's submittal. If the developer resubmittal does not fully address review comments, then the developer will need to update and resubmit again which will again require re-review by B&W.

Financial Impact

The Village will initially pay the consultant for services completed, but all costs incurred by the Village are then billed by the Village to the developer. Funds have been included in the FY2025 budget.

Recommended Motion

Move to recommend approval by the Village Board of Trustees of the 5600 Wolf Road - Heritage Crossing Stormwater Review Assistance Agreement with Baxter & Woodman Consulting Engineers, Inc - Amendment #2.

Strategic Plan Alignment

N/A

File Attachments

1. 2400948.00_Proposal_Amendment2_5600Wolf_PlanReview

December 30, 2024

Mr. Jefferey Koza, PE
Director of Engineering Services
Village of Western Springs
740 Hillgrove
Western Springs, IL 60558

Subject: 5600 Wolf Road Development – Plan Review Assistance – Amendment 2 – Additional Engineering Services

Dear Mr. Koza, PE:

Baxter & Woodman, Inc. is pleased to submit to submit this Amendment No. 2 to the initial proposal dated May 24, 2024, and executed on May 28, 2024, and the Amendment dated August 28, 2024, and executed on October 14, 2024, to complete engineering plan review services for the development project at 5600 Wolf Road.

Additional Scope of Services

1. Reviews of Civil Plan Set
 - A. Review provided plan set for compliance with Metropolitan Water Reclamation District (MWRD) Watershed Management Ordinance (WMO), Village of Western Springs Stormwater Code, and general site design guidelines. Review changes to impervious areas, overall drainage patterns, flow paths, and storm sewer systems to ensure appropriate storm water management onsite.
 - B. Determine MWRD WMO requirements not met under the current design (if any).
2. Review of Stormwater Calculations, Modeling and Report
 - A. Review stormwater calculations, hydrologic and hydraulic modeling, and/or report as provided by the developer to confirm compliance with runoff requirements, volume control requirements, and detention requirements.
 - B. Review changes between existing and proposed conditions as related to release rates, tributary areas, and flood durations related to the onsite detention basin.
 - C. Review impacts to neighboring and downstream properties.

3. Review Comments

- A. Provide review comments to the Village for distribution to the developer. These comments shall address compliance with MWRD WMO, Village of Western Springs code, and general site design guidelines.

Schedule

All review services will be completed within 10 business days of receipt of submittals.

Exclusions

Coordination with MWRD for WMO permit(s).

Fee

The Engineer's fee for the stated scope of services will be based upon the 2025 Engineer's standard hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel and subconsultant fees. The Engineer may adjust the hourly billing rates and out-of-pocket expenses on or about January 1 of each subsequent year.

Standard Terms and Conditions

All terms and conditions of the original Proposal dated May 24, 2024, with the Village of Western Springs shall apply.

Acceptance

If you find this Amendment acceptable, please sign and return one copy for our files. If you have any questions or need additional information, please do not hesitate to contact Corey Van Dyk at 815-444-3258 or cvandyk@baxterwoodman.com.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Paul Siegfried, PE, CFM
Associate Vice President

Village of Western Springs

ACCEPTED BY: _____

TITLE: _____

DATE: _____

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BAXTER & WOODMAN, INC.
2025 HOURLY BILLING RATES FOR PROFESSIONAL SERVICES

EMPLOYEE CLASSIFICATION	HOURLY BILLING RATES
Executive Vice President	\$275
Vice President	\$260
Engineer VII	\$252
Engineer VI	\$242
Engineer V	\$220
Engineer IV	\$205
Engineer III	\$180
Engineer II	\$160
Engineer I	\$138
Engineering Intern	\$80
Construction Manager II	\$210
Construction Manager I	\$180
Engineering Tech V	\$185
Engineering Tech IV	\$160
Engineering Tech III	\$145
Engineering Tech II	\$125
Engineering Tech I	\$100
Environmental Scientist V	\$175
Environmental Scientist IV	\$170
Environmental Scientist III	\$155
Environmental Scientist II	\$135
Environmental Scientist I	\$115
Professional Surveyor	\$210
Survey Manager	\$180
Survey Crew Chief	\$150
Surveyor, Project	\$125
Survey Technician II	\$110
Survey Technician I	\$95
Spatial Technology Professional V	\$200
Spatial Technology Professional IV	\$195
Spatial Technology Professional III	\$175
Spatial Technology Professional II	\$145
Spatial Technology Professional I	\$130
Production Manager	\$185
CADD Tech III	\$155
CADD Tech II	\$135
CADD Tech I	\$100
Urban Planner V	\$185
Urban Planner IV	\$165
Urban Planner III	\$145
Urban Planner II	\$125
Urban Planner I	\$100
Administrative Support I to V	\$100
Marketing Professional I to IV	\$150
Communication Specialist I to IV	\$150
Accounting Professional I to IV	\$120
IT Professional I to III	\$185
Data Analyst I to III	\$150

- Hourly rates for inspection services do not include any overtime.
- Hourly Rates include direct labor and indirect overhead expenses, readiness to serve, and profit, and are for 8 hours/day and 40 hours/week during regularly scheduled work hours.
- The Engineer may adjust the hourly billing rate and out-of-pocket expenses on or about January 1 of each subsequent year and will send the new schedule to the Owner.
- Consulting fees for legal services will vary and subject to change based on services required.



AGENDA ITEM SUMMARY

PLANNING AND ZONING COMMITTEE

Planning and Zoning Committee: January 9, 2025

AGENDA ITEM D.3.

To: Planning and Zoning Committee

From: Kelsey Fawell, Senior Planner

CC: Ellen Baer, Village Manager, Casey Biernacki, Deputy Village Manager, Michael Jurusik, Village Attorney, Heather Valone, Director of Community Development

RE: PC-2024-04 – A Comprehensive Plan Amendment to the Long-Range Land Use Map and an Amendment to the Village Zoning Map at 917 Lawn Court: Committee review, discussion, and recommendation

Recommendation

The Plan Commission is recommending approval of the Comprehensive Plan Amendment to the Long-Range Land Use Map and an amendment to the Village Zoning Map.

Summary

Tom Ear and Kelly Moran are the property owners and applicants for the property located at 917 Lawn Court. The property addressed as 917 Lawn Court is comprised of two parcels, both of which are currently vacant. Parcel 1 is located directly on Lawn Court with a property identification number (“PIN”) of 18-18-201-091-0000. Parcel 2 is located directly south of Parcel 1 and has a PIN of 18-18-201-092-0000, shown in Figure 1 below. The applicants are requesting an amendment to the Village’s zoning map to rezone the Parcel 2 (the “Subject Property”) from its current zoning of R4 – Multiple-Family Residence District (“R4” or “R4 District”) to A – Single-Family Residence District (“A District”). The Applicants are seeking the aforementioned request in order to construct a single-family home on the 917 Lawn Court property, which is currently prohibited due to the current R4 zoning of the Subject Property. Per the Village’s Development Control Ordinance (“DCO”), single-family houses are not permitted within the R4 District.

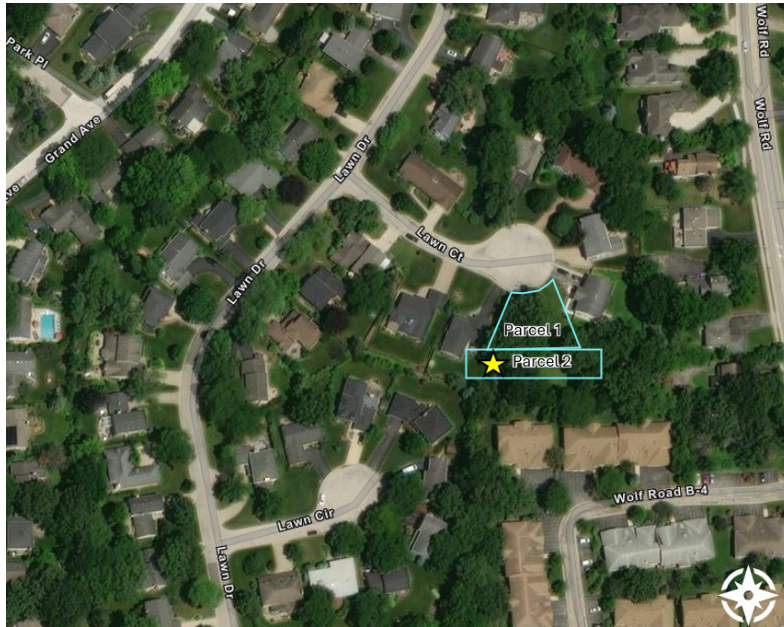


Figure 1: The Subject Property, labeled as Parcel 2 and with a star, is immediately south of Parcel 1 outlined in blue.

The application was heard by the Plan Commission at their December 10, 2024 public hearing. There was only one interested member of the public who spoke in support of the requests. After discussion, the Plan Commission unanimously voted to recommend approval of the application and the draft recommendation document. Staff has prepared draft ordinances for approval, which have been reviewed by the Community Development Department and the Village Attorney. Staff is recommending approval of the requests at 917 Lawn Court. Attachment 3 and 4 contain the draft ordinances.

Attachments

1. Plan Commission Memorandum - re: PC-2024-04 – A Comprehensive Plan Amendment to the Long-Range Land Use Map and an Amendment to the Village Zoning Map at 917 Lawn Court, dated 12/06/2024 (*Attachment 3 is omitted, but available on the Village's website*)
2. Plan Commission Recommendation No. 24-04 - Application for a Comprehensive Plan Amendment to the Long-Range Land Use Map and Map Amendment, for the Construction, Operation, and Maintenance of a Single Family House at the 917 Lawn Court Property
3. Draft Ordinance – An Ordinance Approving and Adopting an Updated Long Range Land Use Map to the Western Springs Official Comprehensive Land Use Plan for Purposes of Reclassifying the Zoning Designation of the 917 Lawn Court Property, Western Springs, Illinois from the R4 – Multiple-Family Residence District to the A – Single-Family

Residence District to Allow for the Construction, Operation, and Maintenance of a Single-Family House

4. Draft Ordinance – An Ordinance Approving a Map Amendment to Rezone the 917 Lawn Court Property from the R4 – Multiple-Family Residence to the A – Single-Family Residence District

Financial Impact

None

Recommended Motion

Motion to recommend the application to the Village Board for consideration at the January 13, 2025 meeting.

Strategic Plan Alignment

Economic Development

File Attachments

1. Plan Commission Memorandum re: PC-2024-04
2. Plan Commission Recommendation No 24-04
3. Draft Ordinance
4. Draft Ordinance



Plan Commission Memorandum

12/06/2024

To: Plan Commission

From: Kelsey Fawell, Senior Planner
Heather Valone, AICP, Director of Community Development

CC: Ellen Baer, Village Manager
Mike Jurusik, Village Attorney
Anne Skrodzki, Village Attorney

RE: PC-2024-04 - A Comprehensive Plan Amendment to the Long-Range Land Use Map and an Amendment to the Village Zoning Map at 917 Lawn Court

Application Description

Tom Ear and Kelly Moran ("the Applicants") are the property owners of 917 Lawn Court. The property addressed 917 Lawn Court comprises two parcels both of which are currently vacant (Figure 1). Parcel 1 is located directly on Lawn Court with a property identification number ("PIN") of 18-18-201-091-0000. Parcel 2 is located directly south of Parcel 1 and has a PIN of 18-18-201-092-0000. The Applicants are requesting an amendment to the

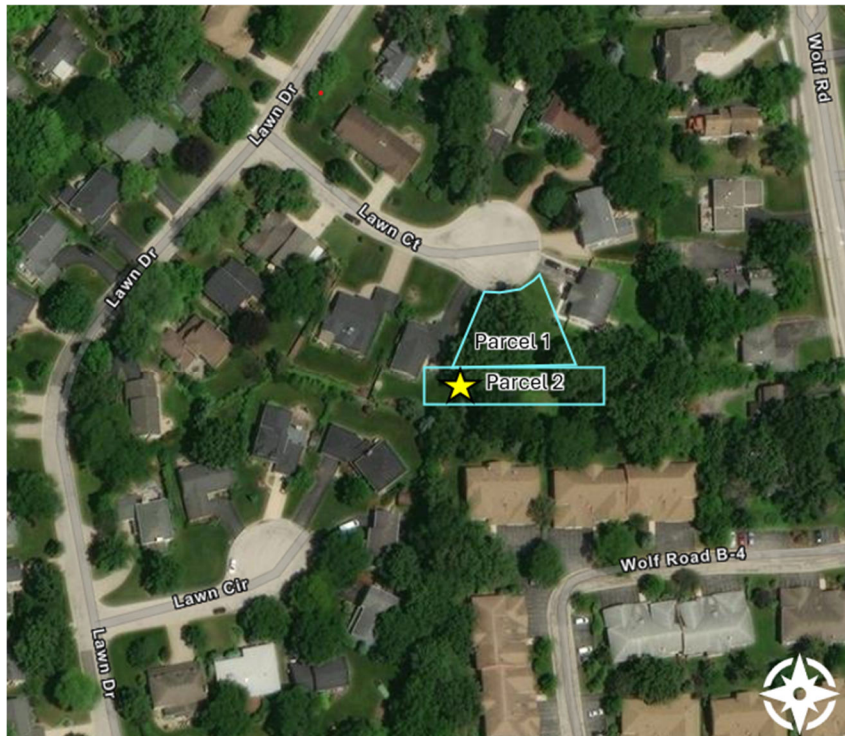


Figure 1: The Subject Property, labeled as Parcel 2 and with a star in the above figure, is immediately south of parcel 1 outlined in blue.

Village's zoning map to rezone the Parcel 2 (the "Subject Property") from its current zoning of R4 Multi-Family Residential District.

Residence ("R4" of "R4 District") to A Single-Family Residence ("A District"). The Applicants intend to develop both parcels for a single family residence. Single family dwellings are not a permitted use in the R4 District. The requested rezoning is needed to develop the parcels for a single family house.

The Village's Development Control Ordinance ("DCO") allows for more than one parcel to be developed for a single use as a zoning lot. However, as the zoning of the subject Property does not allow for single family dwellings as of right, the Applicant must obtain a rezoning to develop both properties as a single lot.

Existing Conditions, Zoning and Comprehensive Land Use Plan (CLUP)

The Subject Property is a land-locked, vacant piece of land approximately 13,718 square feet in area. The parcel is located off of Lawn Court adjacent to the Ridgewood Subdivision, and is immediately north of the Ridgewood Oaks Townhomes and single-family homes along Wolf Road (east). To the west, the property abuts single-family homes within the Ridgewood Subdivision. Figure 2 below, the Subject Property (orange with white hatching) abuts Parcel 1. Parcel 1 is currently the only parcel on the Lawn Court cul-de-sac that has not been developed with a single-family home. Together, these two parcels are commonly referred to as 917 Lawn Court, and have historically been under common ownership. The Applicants currently own both parcels, which are both outlined in blue below, and intend to construct a single-family home on the property.



Figure 2: The Subject Property can be seen above, identified by the star. The surrounding properties zoned A District and R4.

Prior to the Applicants purchasing the property, the previous owner had resubdivided the property in 2005 when exchanging land with the neighboring property to the west in order to develop the property with a single family residence. The resubdivision was approved via Ordinance No. 05-2346 (Attachment 2). The plat was recorded, however, the previous owner never constructed a house on the property.

The Subject Property is zoned R4, indicated by the orange color in Figure 2 above. The properties to the south, Ridgewood Oaks Townhomes, are also zoned R4. The single-family homes to the east and west, as well as the vacant parcel immediately to the north of the Subject Property, are zoned A Single-Family Residence (all within Ridgewood Subdivision). The Village's 2003 CLUP designates the Subject Property as Multiple Family (9-18 dwelling unit per acre) This long range land use designation is characterized as an existing residential areas consisting of low-rise (two to three story) apartment or condominium buildings with shared stairwells and common parking areas, varying from four to twenty-four units per structure.

Subject Property History

The Subject Property was annexed into the Village in the mid-1960s. The 1977 Zoning Map was located (Figure 3) which reflects the current zoning of the Subject Property, being zoned R-4 Residential. The Subject Property has maintained its multi-family zoning to present day.



Figure 3: A snippet of the 1977 Village Zoning Map identifying the Subject Property, outlined in blue, as R4 Multi-Family Residential District.

Approval Standards

The requests that comprise the Application are required to comply with standards with the Village's DCO. Each type of request and its accompanying standards are detailed below.

A. Comprehensive Plan Amendment to the Long-Range Land Use Map Standards

Goals and objectives set forth in Section (10-1-2: PURPOSE AND INTENT) of the DCO:

- a. To promote the orderly and beneficial development of the Village of Western Springs in accordance with the village's official land use plan.**
- b. To promote the public health, safety, morals, comfort and general welfare of the citizens of the Village of Western Springs.**
- c. To protect the character and stability of residential, business and industrial areas.**
- d. To provide for orderly growth and development; to afford adequate facilities for the safe, convenient, and efficient means for the traffic circulation of its population; and to safeguard the public against flood damage.**
- e. To provide adequate light, air, privacy and convenience of access to Subject Property.**
- f. To divide the Village of Western Springs into districts of such number, shape, area and of such different classes, according to the use of land and buildings and the intensity of such use, as may be deemed best suited to carry out the purposes of this ordinance.**
- g. To prohibit locations and uses of buildings or structures and uses of land that are incompatible with the type of development planned for specified zoning districts in the Village of Western Springs.**
- h. To regulate and restrict the location and use of buildings, structures and land for trade, industry, residence, and other uses, and to regulate and restrict the intensity of such uses.**
- i. To prescribe reasonable rules and regulations governing the subdivision and platting of land; the preparation of plats; the location, width, and course of streets and highways; the installation of utilities, street pavements, and other essential improvements; and the necessary public grounds for schools, parks, playgrounds, and other public open spaces.**
- j. To prevent additions to and alterations or remodeling to existing buildings or structures in such a way as to avoid the restrictions and limitations lawfully imposed hereunder.**

- k. To protect against fire, explosions, noxious fumes and other dangers.**
- l. To fix reasonable standards to which buildings and structures shall conform.**
- m. To provide for the gradual elimination of those uses that would not now be permitted in the districts in which they are located and are adversely affecting the orderly and beneficial development of the Village of Western Springs.**
- n. To define and limit the powers and duties of administrative officers and bodies as provided herein.**
- o. To prescribe penalties for the violation of and methods for the enforcement of the provisions of this ordinance or any amendment thereto.**

The Subject Property is zoned R4 and is designated Multiple-Family per the Village’s future land use map. The Subject Property abuts single-family homes to the east and west, and a vacant parcel to the north that is zoned for single-family residential. To the south, the Subject Property abuts the Ridgewood Oaks townhomes, which are zoned for multiple-family residential.

The Subject Property is currently underutilized, having been vacant since its annexation into the Village in the 1960s. The parcel is currently landlocked and is too small to be permitted for multi-family redevelopment. The Comprehensive Plan Amendment would allow for continuation of single-family residential redevelopment, one that is a part of the Lawn Court cul-de-sac to the north within the Ridgewood Subdivision.

B. Map Amendment Standards

The Plan Commission considered each of the seven (7) standards set forth in Title 10 (Development Control Ordinance (DCO)); Chapter 3 (Administrative Bodies and Procedures); Subsection 10-3-12(F)(1) (Map Amendments) of the Municipal Code and found as follows:

- a. Existing uses of property within the general area of the Subject Property in question.**

	Property Use	Zoning Designation
Subject Property	Vacant	R4 Multi-Family Residence
North	Vacant	A Single-Family Residence
East	Single-Family House	A Single-Family Residence
South	Townhomes	R4 Multi-Family Residence
West	Single-Family House	A Single-Family Residence

b. The zoning classification of Subject Property within the general area of the Subject Property in question.

Within the general area of the Subject Property, the prominent zoning classification is the A District, aside from the R4 District townhome parcels to the south. To the very east of the Subject Property, across Wolf Road are single-family homes located within Unincorporated Cook County.

c. The suitability of the property in question to the uses permitted under the existing zoning classification.

The Subject Property has remained vacant since its annexation into the Village in the 1960s, and has been zoned multi-family since annexation. The parcel is currently landlocked and is too small to be permitted for multi-family redevelopment.

d. The trend of development, if any, in the general area of the Subject Property in question, including changes if any, which have taken place in its present zoning classification.

The recent trend of development in the general area of the Subject Property has remained the same for decades and includes renovations, additions, and tear down and new construction of single-family residences. The surrounding Ridgewood neighborhood was subdivided prior to its annexation in the 1960s. The multi-family townhomes to the south (Ridgewood Oaks) were developed in the 1970's.

e. The suitability of the property in question for permitted uses listed in the proposed zoning classification.

The Subject Property was resubdivided in 2005 with the intent of the site being developed with a single family house. The properties to the north, west, and east are developed with single family houses. The property to the south is developed as a multi-family townhome subdivision. However, the design of the Ridgewood Oaks townhomes would not allow for incorporation of the Subject Property without the removal of one or more townhomes to provide access to the site.

f. The compatibility of the surrounding Subject Property with the permitted uses listed in the proposed zoning classification.

The surrounding properties all have either A - Single-Family District or R4 District residential zoning.

g. The objectives of the current comprehensive plan for the Village and the impact of the proposed amendment on the said objectives.

The objectives of the current Comprehensive Plan for the Village will be met by the potential granting of the map amendment, and it will not have a negative impact on the objectives. Please see responses within Section A 'Comprehensive Plan Amendment to the Long-Range Land Use Map Standards' for additional information pertaining to official goals and objectives of the Comprehensive Plan. Development of the Subject Property, as proposed by the Applicant, will result in the elimination of an aging and underutilized office building.

Public Comment

No public comment has been submitted to the Village as of the publishing of this memo.

Conclusion

The Applicants are proposing to develop both the Subject Property and Parcel 1 for a single family house. The current ownership and configuration of the surrounding developed properties would not allow for reasonable development under the current R4 District classification. Additionally, the Village Board approved the resubdivision of the Subject Property and Parcel 1 under the assumption that the area would be redeveloped as a single family house.

The Plan Commission has a number of options in recommending approval or denial of the requested comprehensive plan amendment to the long-range land use map and map amendment:

1. Approval as presented for substantial conformity with the provisions of the DCO.
2. Approval as above with modifications to be accepted by the Applicant.
3. Denial of the plans as presented for failure to be in substantial conformity with the DCO.

Staff is recommending approval of the application. Upon review of the application, should the Plan Commission determine that the standards for comprehensive plan amendments to the long-range land use map and, map amendments a motion to recommend the application to the Village Board can be made.,

Attachment 3 contains a draft recommendation to facilitate the discussion.

Attachments

1. Applicant submittal package
2. Ordinance 05-2346 An Ordinance Granting Preliminary and Final Approval of a Two Lot Minor Resubdivision and Approval of a Final Plat of Resubdivision and a Plat of Abrogation of a Public Utility and Drainage Easement for the 911 and 919 Lawn

Court Properties (Albert, Florence and John Hagedorn and Stanko and Margita Vladisavljevic)

3. Draft: Plan Commission Recommendation No. 24-04 Application for a Comprehensive Plan Amendment to the Long-Range Land Use Map and Map Amendment, for the Construction, Operation, and Maintenance of a Single Family House at the 917 Lawn Court Property

GENERAL INFORMATION APPLICATION

For Land Use and
Development in the Village

Applicant(s)Name Tom Ear & Kelly MoranAddress 1420 W 54th StLa Grange Highlands, IL 60525Telephone (224) 715 - 9050Telephone (630) 234 - 2834Fax () - E-mail tomtear@gmail.com/morankn11@gmail.com**Property Owner(s)**Name Tom Ear & Kelly MoranAddress 1420 W 54th StLa Grange Highlands, IL 60525Telephone (224) 715 - 9050Telephone (630) 234 - 2834Fax () - E-mail tomtear@gmail.com/morankn11@gmail.com**Agent/Attorney**

Name _____

Address _____

Telephone () - Telephone () - Fax () - **Engineer**

Name _____

Address _____

Telephone () - Telephone () - Fax () -

If the property is in a trust, provide name, address and number of trust. Also provide name, address and percentage ownership of trust beneficiaries.

I hereby make application for the following (check as appropriate).

Annexation	_____	Map Amendment	<u> X </u>
Subdivision	_____	Resubdivision	_____
Planned Development	_____	Conditional Use	_____
Variation(s)	_____	Outdoor dining	_____
Other (Temporary Use, etc.)	_____	Appeal	_____

Briefly describe your request (or attach a cover letter/narrative):

We just recently purchased lot 18-18-201-091-0000 We are looking to have pin 18-18-201-092-0000 rezoned to be from
R4 to a single family zoning.

GENERAL INFORMATION APPLICATION (continued)

1. Common address or location of subject property:

917 Lawn Court, Western Springs, IL 60558

2. Legal Description (Attach additional sheet if necessary):

See attached Plat of Survey

3. Permanent Index Number: 18-18-201-092-0000

4. Parcel Size (sq. ft. or acres): 13,718 square feet

5. Applicant is (check one):

☒ Property Owner ☐ Attorney ☐ Contract Purchaser * ☐ Agent ☐ Other (specify)

* Provide one copy of the executed sales contract or written permission from the current owner to petition the Village

6. What are the current land uses and zoning on and around the site?

	<u>Current Zoning</u>	<u>Land Uses</u>
On Site	A (PIN #18-18-201-091-0000) / R4 (PIN #18-18-201-092-0000)	
North of Site	A	Single Family Home
South of Site	R4	Townhomes
East of Site	A	Single Family Home
West of Site	A	Single Family Home

7. Describe any existing structures and the site

Shed on the southeast site of PIN #18-18-201-092-0000, the rest of the lot is currently vacant

I hereby certify that all information contained in this application and accompanying documentation is true and correct to the best of my knowledge.

Date 10/10/24

Signature

(Applicant or Contract Purchaser)

Date 10/10/24

Signature

(Property Owner)

APPLICATION FOR MAP AMENDMENT

To: Heather Valone
Director of Community Development
Village of Western Springs
740 Hillgrove Avenue
Western Springs, Illinois 60558

By Tom Ear & Kelly Moran

Date: 10/2/24

Summary:

We are requesting the Village of Western Springs to rezone PIN # 18-18-201-092-0000 and the current zoning designation of R4 to single family residence. The reason we are requesting this rezoning is because we recently purchased PIN #18-18-201-092-0000 and PIN #18-18-201-091-0000 that is currently zoned for single family residence. We intend on building a single-family residence on PIN #'s 18-18-201-091-0000 and 18-18-201-092-0000 that we closed on 9/30/24. The rezoning of PIN # 18-18-201-092-0000 would allow us to build a single-family residence that would fit the compatibility of the Ridgewood neighborhood. The development of PIN #18-18-201-092-0000 would fit in with the surrounding homes in the neighborhood as this is currently the only vacant lot in the neighborhood. The construction of a new single-family residence would help complete the cul-de-sac as the final residence as the rest of the lots in the cul-de-sac are currently occupied with single-family residences. PIN #18-18-201-092-0000 is land locked and can only be accessed by PIN #18-18-201-091-0000 on Lawn Ct. in the cul-de-sac. PIN #18-18-201-092-0000 has townhomes to the south of the site but is surrounded by single-family residences to the east and west and PIN #18-18-201-091-0000 to the south of PIN #18-18-201-092-0000. The current zoning of PIN #18-18-201-092-0000 is R4, but the lot would not be suited for R4 to be built on the site as there is a fence south of PIN #18-18-201-092-0000 between the lot and the townhomes to the south of the site and PIN #18-18-201-092-0000 is surrounded without an entrance or exit without creating a roadway between the townhomes and PIN #18-18-201-092-0000. A new construction single-family residence would likely increase the values of the surrounding homes and in the neighborhood as it would complete the cul-de-sac with a brand-new home in lieu of a vacant lot. We are requesting the consideration of the Village of Western Springs for our application to rezone PIN #18-18-201-092-0000 to single-family residence from R4.

Subject Property Address:

917 Lawn Ct.
Western Springs, IL 60558

Legal Description:

P.I.N.(s): 18-18-201-092-0000

Lot Size: 13,718 square feet

Current Zoning District: R4

Proposed New Zoning District

("Map Amendment"): Single Family Residence

I. INTRODUCTION

We are requesting to rezone PIN #18-18-201-092-0000 from R4 to Single Family Zoning

III. MAP AMENDMENT STANDARDS

Pursuant to Section 10-3-12(F)(1) (Map Amendments) of the DCO, the Applicant must provide the information relative to each of the Standards that are to be used by the Plan Commission and the Village Board to evaluate the suitability of a map amendment. In response to each of the Standards, the Village states as follows:

- a. **Existing uses of property within the general area of the property in question.**
The current existing uses of the property within the general area of the property are currently single-family homes to the north, east and west of the site. There are townhomes that are south of the current area. There are commercial offices nearby, a strip mall off of Wolf Road along with a gas station on the corner of Wolf Road and 55th Street. Ridgewood Park is also in walking distance from the current property in question. The remaining lots in the Ridgewood neighborhood are classified for single-family residences. The Ridgewood neighborhood consists of single-family homes and we are looking to rezone from R4 to single-family zoning to align with the rest of the neighborhood.
- b. **The zoning classification of property within the general area of the property in question.**
The current zoning classification of the property within the general area of the property in question is currently single-family residence. The rest of the Ridgewood neighborhood is zoned as single-family residence. All of the properties in the cul-de-sac are zoned as single-family residence. The townhomes to the south of the lot are not incorporated into the neighborhood and is only accessible through Wolf Road to Ridgewood Oaks Drive.
- c. **The suitability of the property in question to the uses permitted under the existing zoning classification.**
The suitability of PIN #18-18-201-092-0000 under the current zoning classification allows for R4 multi-family residence but the lot is currently a vacant lot. The current zoning of R4

limits the lot from being constructed upon as it is not compatible with the zoning of the rest of the Ridgewood neighborhood. PIN #18-18-201-092-0000 which is zoned for R4 is enclosed by PIN #18-18-201-093-0000 directly to the east which is zoned for single-family residence. The current zoning of R4 for PIN #18-18-201-092-0000 clashes with the character and zoning of the surrounding area which is predominately single-family residences. This mismatch of zoning can negatively affect the property values in the neighborhood with a vacant lot. Under the current zoning of R4, the infrastructure is inadequate for the current zoning and would hinder the property's sustainability under the current zoning. There is a high demand for single-family residences in the area and the R4 zoning is not aligned with the rest of the neighborhood and could make the surrounding homes harder to sell. Rezoning PIN #18-18-201-092-0000 from R4 to single-family residence and allowing for the construction of a single-family residence would align the property with the surrounding area. The current PIN is not suitable for multi-family housing as the lot size is too small and is currently land locked by PIN #18-18-201-091-0000.

d. **The suitability of the property in question for permitted uses listed in the proposed zoning classification.**

The suitability of the property to the proposed single-family residence zoning classification would align with the existing character of the neighborhood. The neighborhood comprises of single-family residences and would create a more cohesive community aesthetic and enhance property values. PIN #18-18-201-092-0000 combined with PIN #18-18-201-091-0000 would enlarge the lot size and would allow for a single-family development for a space for a home, yard and driveway. The development of a single-family residence would allow easy access to the park, nearby public transportation and schools. There is significant demand in the area for single family homes and there is a lack of inventory in the surrounding area. The existing infrastructure of utilities and drainage on site can adequately support single-family development. The property would be easily adaptable for single-family development.

e. **The compatibility of the surrounding property with the permitted uses listed in the proposed zoning classification.**

The proposed zoning classification to single-family residence from R4 would align with the surrounding area of single-family residences. The current infrastructure of the cul-de-sac would support a single-family residence and a multi-family residence on PIN #18-18-201-092-0000 would not align with the rest of the surrounding area. Converting the zoning to single-family residence can positively influence the property values in the surrounding area. Rezoning to a single-family residence would improve the aesthetic of the cul-de-sac and replace a vacant lot with a single-family residence with green spaces and landscaping that would align with the rest of the residences in the cul-de-sac. Rezoning from R4 to a single-family residence would enhance the neighborhood and promote a family-friendly atmosphere benefiting both current and future residents.

f. **The objectives of the current comprehensive plan for the village and the impact of the proposed amendment on the said objectives.**

The current listing of the PIN is for multi-family. The proposed amendment to a single-family residence from R4 would align for a new single-family residence to accommodate the need for more homes in the surrounding area. Building a single-family residence would

be consistent with the rest of the surrounding neighborhood. The infrastructure in the surrounding area would support a new single-family home without straining the local village resources. The amendment to single-family residence would promote the consistency of the surrounding area. A new single-family home built on both PIN #18-18-201-091-0000 and PIN #18-18-201-092-0000 would have a positive impact on the neighborhood.

VI. CONCLUSION

The front lot is substandard compared to the surrounding lots nearby, and we would need PIN #18-18-201-092-0000 in conjunction with PIN #18-18-201-091-0000 to build a home that meets the standards of the nearby homes.

By: Tom Ear & Kelly Moran

Date: 10/2/24

**Exhibits to
Application for Map Amendment**

Tom Ear & Kelly Moran
1420 W. 54th St.
La Grange Highlands, IL 60525
tomtear@gmail.com / morankn11@gmail.com
M: 224.715.9050 (Tom) / M: 630.234.2834 (Kelly)
10/10/24

Kelsey Fawell
Senior Planner
Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558

Dear Kelsey,

I am writing to provide background information and to formally request the rezoning of the property identified by Parcel Identification Number (PIN) 18-18-201-092-0000 from R4 (Multi-Family Residential) to a Single Family Residence designation. This change reflects our intent to align the property's zoning with the surrounding neighborhood and the demand for single-family housing in our community.

Background

The subject property is currently zoned R4, which allows for multi-family developments. However, the surrounding area predominantly consists of single-family residences, creating a mismatch between the zoning designation and the established character of the neighborhood. Our goal is to create a harmonious living environment that supports community values and enhances property values.

Justification for Rezoning

1. **Community Compatibility:** The proposed zoning change aligns with the existing land use in the area, fostering a cohesive community identity. Single-family homes are consistent with the architectural styles and property types that characterize our neighborhood.
2. **Market Demand:** There is a growing demand for single-family housing, particularly in this region. By rezoning the property, we can better address the needs of families seeking homes that fit their lifestyle.
3. **Infrastructure and Services:** The current infrastructure and public services in the area are well-equipped to support additional single-family homes. This change would not overburden local resources and would utilize existing services efficiently.
4. **Future Development Plans:** The proposed rezoning is consistent with the long-term vision outlined in the Village of Western Springs and specifically the Ridgewood neighborhood, which encourages the development of diverse housing options while maintaining the character of residential neighborhoods.

Conclusion

We believe that the proposed rezoning of PIN 18-18-201-092-0000 from R4 to Single Family Residence will not only benefit the immediate neighborhood but also contribute positively to the community as a

whole. We appreciate your consideration of this request and welcome any opportunity for discussion or clarification regarding this matter.

Thank you for your attention to this important issue. We look forward to your positive response.

Sincerely,

Tom Ear & Kelly Moran

Legal Plat of Survey from Sale of Martin Property:

THAT PORTION OF THE SOUTH 62 FEET (EXCEPT THE EASE 164.00 FEET THEREOF) OF THE NORTH 450.5 FEET OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 38, RANGE 12, EASE OF THE THIRD PRINCIPAL MERIDIAN, THAT LIES EASTERLY OF A STRAIGHT LINE RUNNING SOUTHWESTERLY FROM A POINT THAT IS 375.54 FEET WEST FROM THE EAST LINE OF SAID SECTION 18, SAID POINT ALSO BEING 165 FEET SOUTH OF THE NORTH LINE OF AFORESAID SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 18, AND A POINT ON THE SOUTH LINE OF THE NORTH 450.5 FEET OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 18; SAID POINT ALSO BEING 399.15 FEET WEST FROM THE EAST LINE OF SAID SECTION 18, IN COOK COUNTY, ILLINOIS.

Legal Description of Ridgewood Lot:

LOT 31 IN RIDGEWOOD UNIT 12 BEING A SUBDIVISION IN THE EAST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 18, TOWNSHIP 38 NORTH RANGE WE EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Resubdivision Legal:

LOTS 30 AND 31 IN RIDGEWOOD UNIT 12 SUBDIVISION IN THE EAST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 18, TOWNSHIP 38 NORTH RANGE WE EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO PART OF THE SOUTH 62 FEET (EXCEPT THE EAST 164 FEET) OF THE NORTH 450.50 FEET OF THE SOUTH $\frac{1}{2}$ OF THE EAST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN , (LYING SOUTH OF THE SOUTH LINE OF LOTS 30 AND 31 IN RIDGEWOOD UNIT 12 SUBDIVISION) IN COOK COUNTY, ILLINOIS.

ORDINANCE NO. 05-2346**VOTE: Passed by an omnibus vote.****Voting aye: Bures, Hartigan,****Hendrick, Hickey, Madell,****Rodeghier and President Lynch.****Voting nay: none.****DATE: May 23, 2005****OTHER: Published-pamphlet form.**

**AN ORDINANCE GRANTING
PRELIMINARY AND FINAL APPROVAL
OF A TWO LOT MINOR
RESUBDIVISION AND APPROVAL OF
A FINAL PLAT OF RESUBDIVISION
AND A PLAT OF ABROGATION OF A
PUBLIC UTILITY AND DRAINAGE
EASEMENT FOR THE 911 AND 919
LAWN COURT PROPERTIES (ALBERT,
FLORENCE AND JOHN HAGEDORN
AND STANKO AND MARGITA
VLADISAVLJEVIC).**

WHEREAS, in 2005, Albert Hagedorn, Florence Hagedorn and John Hagedorn and Stanko and Margita Vladisavljevic (the "Petitioners"), owners of the 911 Lawn Court Property (Hagedorn) and the 919 Lawn Court Property (Stanko and Margita Vladisavljevic) (collectively referred to herein as the "Property"), filed for preliminary and final approval of a two lot minor resubdivision and approval of a final plat of resubdivision and a plat of abrogation of a public utility and drainage easement for the Property. The Property is legally described below in Section 1; and

WHEREAS, Chapter 10 (Subdivisions), Section 10-10-3C-1 (Minor Subdivisions) of the Village's Development Control Ordinance (the "DCO") limits minor subdivisions to four lot subdivisions where no public improvements are required. A resubdivision of subdivided land constitutes a subdivision under the DCO. No public improvements are required to be built for the Petitioners' proposed resubdivision; and

WHEREAS, the Petitioners' application for preliminary and final approval of a two lot resubdivision contains a Plat of Resubdivision titled "Albert, Florence & John Hagedorn Resubdivision" (prepared by Schomig Land Surveyors, Ltd. dated December 31, 2004) and a Plat of Abrogation of a Public Utility and Drainage Easement (prepared by Schomig Land Surveyors, Ltd. dated February 28, 2005), copies of which are attached hereto as **GROUP EXHIBIT "A"** and made a part hereof (the "Albert, Florence & John Hagedorn Resubdivision"); and

WHEREAS, on April 14, 2005, the Plan Commission of the Village of Western Springs held a public meeting, pursuant to notice duly published in accordance with State law, relative to a request for approval of the Albert, Florence & John Hagedorn Resubdivision. After closing the public meeting on

April 14, 2005, the Plan Commission recommended approval of the Albert, Florence & John Hagedorn Resubdivision under Recommendation No. 05-03, which is incorporated herein by reference; and

WHEREAS, at the May 9, 2005, Workshop Village Board Meeting, the President and Board of Trustees of the Village of Western Springs considered the findings and recommendations relative to the Albert, Florence & John Hagedorn Resubdivision as set forth in Plan Commission Recommendation No. 05-03; and

WHEREAS, the President and Board of Trustees of the Village of Western Springs approve and adopt the findings and recommendations of the Plan Commission set forth in Recommendation No. 05-03 relative to the approval of the Albert, Florence & John Hagedorn Resubdivision and incorporate such findings and recommendations by reference into this Ordinance as if they were fully set forth herein.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS AS FOLLOWS:

SECTION 1: The above recitals are incorporated by reference into Section 1 of this Ordinance as material terms and provisions.

SECTION 2: The President and Board of Trustees of the Village of Western Springs grant preliminary and final approval of the Albert, Florence & John Hagedorn Resubdivision, which is legally described as follows:

ALBERT, FLORENCE & JOHN HAGEDORN RESUBDIVISION OF LOTS 30 AND 31 IN RIDGEWOOD UNIT 12 SUBDIVISION IN THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN AND ALSO PART OF THE SOUTH 62 FEET (EXCEPT THE EAST 164.00 FEET THEREOF) OF THE NORTH 450.50 FEET OF THE SOUTH ½ OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (LYING SOUTH OF THE SOUTH LINE OF LOTS 30 AND 31 IN RIDGEWOOD UNIT 12 SUBDIVISION) IN COOK COUNTY, ILLINOIS.

Common Address: 911 Lawn Court, Western Springs, Illinois.
PIN Numbers: 18-18-201-053 and 18-18-201-077

Common Address: 919 Lawn Court, Western Springs, Illinois.
PIN Number: 18-18-201-052

SECTION 3: The President and Board of Trustees of the Village of Western Springs grant final approval of the Plat of Resubdivision for the Albert, Florence & John Hagedorn Resubdivision and approve of the Plat of Abrogation of a Public Utility and Drainage Easement, copies of which are attached hereto as **GROUP EXHIBIT "A"** and made a part hereof.

SECTION 4: Any Ordinance, or portion thereof, in conflict with this Ordinance is hereby repealed to the extent of such conflict.

SECTION 5: That each Section, paragraph, clause and provision of this Ordinance is separable and if any such Section, paragraph, clause or provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any portion hereof, other than that part affected by such decision.

SECTION 6: That this Ordinance shall be in full force and effect from and after its passage, approval, and due publication as provided by State law.

SECTION 7: A certified copy of this Ordinance and the originals of the attached Plats shall be recorded against title to the Property by the Village, at the Petitioners' sole cost, with the Cook County Recorder of Deeds Office.

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 23rd day of May, 2005, and approved by me as President, and attested by the Village Clerk, on the same day.


Village Clerk


Village President

This Ordinance was published by me in pamphlet form on 23rd day of May, 2005.


Village Clerk

GROUP EXHIBIT "A"

**PLATS FOR
THE ALBERT, FLORENCE & JOHN HAGEDORN RESUBDIVISION**

- A. Plat of Resubdivision titled "Albert, Florence & John Hagedorn Resubdivision" prepared by Schomig Land Surveyors, Ltd. dated December 31, 2004.
- B. Plat of Abrogation of a Public Utility and Drainage Easement prepared by Schomig Land Surveyors, Ltd. dated February 28, 2005.

[attached]



0525939061

Doc#: 0525939061 Fee: \$120.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 09/16/2005 03:13 PM Pg: 1 of 0

Box 324

PLAT

0525939061

09-16-05

**DOCUMENTS
WITH THIS**

PLAT

SEE PLAT INDEX

**WESTERN SPRINGS PLAN COMMISSION
REPORT AND RECOMMENDATION NO.**

PLAN COMMISSIONERS PRESENT: GLIMCO, JOHANN, TURNER, DEPROSPERIS, BRUMBAUGH, WINEGAR

ABSENT: HANSON

OTHER: None.

DATE: December 10, 2024

**FINDINGS AND RECOMMENDATIONS TO THE VILLAGE PRESIDENT
AND BOARD OF TRUSTEES OF THE VILLAGE OF WESTERN SPRINGS**

RE: PC-2024-04: Application for a Comprehensive Plan Amendment to the Long-Range Land Use Map and Map Amendment for the Construction, Operation, and Maintenance of a Single-Family House at the 917 Lawn Court Property.

APPROVAL of an Amendment to the 2003 Official Comprehensive Land Use Plan for the Construction, Operation, and Maintenance of a Single-family House on the Property ("Project" or "Development").

APPROVAL of a Map Amendment to Rezone the Below Described Property from the R4 – Multi-Family Residence Zoning District to the A – Single-Family Residence District for the Construction, Operation, and Maintenance of a Single-family House on the Property ("Project" or "Development").

Applicant:	Tom Ear and Kelly Moran
Property Owner:	Tom Ear and Kelly Moran
Property:	917 Lawn Court, Western Springs, Illinois 60558
Current Zoning:	R4 -Multi-Family Residence Zoning District
Lot Size:	Approximately 13,718.00 Square Feet or .3149 Acres
P.I.N.:	18-18-201-092-0000

I. BACKGROUND FACTS

1. Tom Ear and Kelly Moran, of 1420 W 54th Street, La Grange Highlands, IL 60525 ("Applicants" or "Property Owners"), are the owners of the real property, commonly known as 917 Lawn Court, Western Springs, Illinois ("Property"). The existing use of the Property is a vacant lot.

2. On October 10, 2024, the Applicants submitted a development and zoning application ("Petition") requesting a map amendment in order to construct a single-family house on the property.

3. The Application consists of information supporting the requested zoning relief and a brief description of the proposed improvements to be constructed as part of the Project, copies of which are incorporated by reference into this Recommendation as **Group Exhibit "A"** and made a part hereof, and consist of:

- Exhibit A-1 – General Information Application for Land Use and Development in the Village (2 pages).
- Exhibit A-2 – Application for Map Amendment (5 pages).
- Exhibit A-3 – Rezoning Cover Letter (2 pages).
- Exhibit A-4 – Plat of Survey for 917 Lawn Court, prepared by Schomig Land Surveyors, LTD., dated October 8, 2024 (1 page)
- Exhibit A-5 – Legal Description Comparisons (1 page).

4. The zoning relief necessary for the Applicant to construct the Development consists of:

- a. A Comprehensive Plan Amendment to the Long-Range Land Use Map that rezones the Property from the Multiple Family (9-18 d.u./acre) to Single Family Detached
- b. A map amendment to re-zone the Property from the R4 – Multi-Family Residence District to the A Single-Family Residence Zoning District.

5. The Village’s Official Land Use Plan, adopted by Ordinance No. 03-2226 dated February 24, 2003, was amended on June 28, 2021, with the passage of Ordinance No. 21-3046. The proposed rezoning of the Property from R4 – Multiple-Family Residence District to the A Single-Family Residence District will follow the guidelines as set forth in Subsection 10-5-2(A)(1):

“A - Single-Family Residence District: This district is intended to provide a residential environment of larger lots with generous yards. It also establishes the standards for new single-family developments in the community.”

6. The 2003 Land Use Plan, like all comprehensive land use plans, is an advisory document that contains recommendations for the implementation of new land uses, design standards, and zoning changes within the Village. If approved, the Petition will amend and update certain portions of the 2003 Land Use Plan to modify the types of uses that can be developed on the 917 Lawn Court Property.

7. Upon approval, the 917 Lawn Court Property would be subject to the A - Single-Family Residential Zoning District regulations, and may be developed as either a permitted use in that District or as one of the conditional uses listed under the A - Single-Family Residential Zoning District regulations, provided the conditional use is approved by the Village Board after the required public hearing is held.

8. Pursuant to state law, the adoption of a comprehensive land use plan, or any amendments to an existing comprehensive land use plan, must be approved by the corporate authorities of the municipality, but only after a public hearing on the plan or amended plan has been held. The local plan commission is required to hold the public hearing and make a recommendation to the corporate authorities regarding the comprehensive land use plan, or any amended plan. See, Sections 11-12-5, 11-12-6 and 11-12-7 of the Illinois Municipal Code (65 ILCS 5/11-12-5 11-12-6 and 11-12-7) and Section 10-3-6 (Plan Commission) of the Western Springs Municipal Code.

9. As a supplement to its Application, at the Public Hearing, the Applicant provided the following documents: **None.**

10. Pursuant to notice published and posted as required by State law and the Western Springs Municipal Code, on December 10, 2024 the Plan Commission conducted a public hearing to consider the zoning relief requested in the Application (the “Public Hearing”). On December 10, 2024, the Plan Commission closed the Public Hearing.

11. At the Public Hearing, the Plan Commission accepted certain documents into the record and heard statements from representatives of the Applicant (Tom Ear and Kelly Moran), the Interested Parties (James Horvath), the Community Development Director (Heather Valone), the Senior Planner (Kelsey Fawell), the Village Attorney (Michael Jurusik and Anne Skrodzki) regarding the Application. No other person submitted written statements in support of or objecting to the Development. One Interested Parties, James Horvath, appeared in person at the Public Hearing to support the Development. The following documents were marked as exhibits and entered into the record of the Public Hearing or taken notice of and relied upon by the Plan Commissioners in making this Recommendation:

- A. The Application with its attachments (incorporated by reference as **Group Exhibit “A”**).
- B. The Public Hearing Notice, the Newspaper Publisher's Certificate dated **November 14, 2024**, the Affidavit of Mailing of Public Hearing Notice and Newspaper Publication dated **December 6, 2024** submitted by Community Development Director Heather Valone, the Affidavit of Posting of Signage for Public Hearing dated **December 6, 2024** and prepared and executed by Village Building Official Robert Schmidt confirming that the required mailing, publications and sign postings of the Public Hearing Notice to surrounding Property owners and taxpayers of record were performed in accordance with State law (incorporated by reference as **Group Exhibit “B”**).
- C. Village Staff Memorandum dated **December 8, 2024**, and prepared by Community Development Director Heather Valone and Senior Planner Kelsey Fawell (“Village Staff Memo”) and (incorporated by reference as **Exhibit “C”**).
- D. The Village’s Official Land Use Plan adopted by Ordinance No. 03-2226 dated February 24, 2003, as amended by Ordinance No. 11-2643 dated August 22, 2011 (the “2011 Western Springs Downtown Redevelopment Plan” or “2011 Downtown Plan”) (incorporated by reference as **Group Exhibit “D”**).
- E. The Official Zoning Map of the Village (incorporated by reference as **Group Exhibit “D”**).
- F. The Western Springs Municipal Code, including the Development Control Ordinance (“DCO”) (incorporated by reference as **Group Exhibit “D”**).
- G. The transcript of the December 10, 2024 Public Hearings prepared by a court reporter (**Stephanie Battaglia**) incorporated by reference as **Group Exhibit “E”** and retained on file with the Community Development Department).
- H. Additional documents submitted to the Plan Commission during the Public Hearings (each being incorporated by reference into this Recommendation and retained on file with the Community Development Department), consisting of:

12. The Plan Commission considered the written and oral testimony, including the above-listed documents marked as Exhibits and accepted into the record, which were presented by the Applicant and the Applicant’s representatives, the Interested Parties and the Village Staff during the Public Hearing. All of the Exhibits identified in this Report and Recommendation that are incorporated by reference are on file with the Village’s Department of Community Development.

13. In addition, the Applicant submitted a Supplement to Application, consisting of: **None**.

14. The Village's Code Officer, Community Development Director Heather Valone, has submitted the Village Staff Memorandum, which reviews the Application, the applicable provisions of the DCO and the Zoning Relief requested, and concludes that the Project meets the applicable DCO provisions for purposes of conducting the Public Hearings and consideration of approval of the requested Zoning Relief. See, **Exhibit "C"**.

15. Subject to the Zoning Relief requested, the Application and other submittals by the Applicant conform to the applicable requirements of the Western Springs Municipal Code, including Title 10 (Development Control Ordinance), Chapter 3 (Administrative Bodies and Procedures), Subsection 11 (Variations) and Subsection 14 (Conditional Uses).

II. FINDINGS OF FACT

Based upon the information contained in the Application, all of the documents received into the record and the testimony heard during the Public Hearings, the Plan Commission makes the following findings of fact relative to its recommendation to the Village Board regarding the zoning relief requested in the Application:

A. Comprehensive Plan Amendment to the Long-Range Land Use Map Standards

- a. The Development Plans are presented as an amendment to the Village's existing 2003 Land Use Plan to amend the Property's Long Range Land Use from its current designation of R4 - Multiple-Family Residence District to A-Single-Family Residence District in order to allow for the construction and operation of the Development.
- b. The Development Plans provide development options that are consistent and compatible with the permitted uses or permitted conditional uses of the A - Single-Family Residential Zoning District.
- c. In regard to the goals and objectives set forth in Section (10-1-2: PURPOSE AND INTENT) of the DCO, the Plan Commission finds that the requested Comprehensive Plan Amendment meets the following criteria:
 - A. To promote the orderly and beneficial development of the Village of Western Springs in accordance with the village's official land use plan.**
 - B. To promote the public health, safety, morals, comfort and general welfare of the citizens of the Village of Western Springs.**
 - C. To protect the character and stability of residential, business and industrial areas.**
 - D. To provide for orderly growth and development; to afford adequate facilities for the safe, convenient, and efficient means for the traffic circulation of its population; and to safeguard the public against flood damage.**
 - E. To provide adequate light, air, privacy and convenience of access to Property.**

- F. To divide the Village of Western Springs into districts of such number, shape, area and of such different classes, according to the use of land and buildings and the intensity of such use, as may be deemed best suited to carry out the purposes of this ordinance.**
- G. To prohibit locations and uses of buildings or structures and uses of land that are incompatible with the type of development planned for specified zoning districts in the Village of Western Springs.**
- H. To regulate and restrict the location and use of buildings, structures and land for trade, industry, residence, and other uses, and to regulate and restrict the intensity of such uses.**
- I. To prescribe reasonable rules and regulations governing the subdivision and platting of land; the preparation of plats; the location, width, and course of streets and highways; the installation of utilities, street pavements, and other essential improvements; and the necessary public grounds for schools, parks, playgrounds, and other public open spaces.**
- J. To prevent additions to and alterations or remodeling to existing buildings or structures in such a way as to avoid the restrictions and limitations lawfully imposed hereunder.**
- K. To protect against fire, explosions, noxious fumes and other dangers.**
- L. To fix reasonable standards to which buildings and structures shall conform.**
- M. To provide for the gradual elimination of those uses that would not now be permitted in the districts in which they are located and are adversely affecting the orderly and beneficial development of the Village of Western Springs.**
- N. To define and limit the powers and duties of administrative officers and bodies as provided herein.**
- O. To prescribe penalties for the violation of and methods for the enforcement of the provisions of this ordinance or any amendment thereto.**

The Subject Property is zoned R4 Multi-Family Residence and is designated Multiple-Family per the Village's future land use map. The Subject Property abuts single-family homes to the east and west, and a vacant parcel to the north that is zoned for single-family residential. To the south, the Subject Property abuts the Ridgewood Oaks townhomes, which are zoned for multiple-family residential.

The Subject Property is currently underutilized, having been vacant since its annexation into the Village in the 1960s. The parcel is currently landlocked and is too small to be permitted for multi-family redevelopment. The Comprehensive Plan Amendment would allow for continuation of single-family residential

redevelopment, one that is a part of the Lawn Court cul-de-sac to the north within the Ridgewood Subdivision.

B. Map Amendment Standards

The Plan Commission considered each of the seven (7) standards set forth in Title 10 (Development Control Ordinance); Chapter 3 (Administrative Bodies and Procedures); Subsection 10-3-12(F)(1) (Map Amendments) of the Municipal Code and found as follows:

a. Existing uses of property within the general area of the property in question.

The Property is currently zoned R4 – Multi-Family Residence District and is immediately surrounded by single and multi-family residential uses, as follows: (a) North of the Property: Zoning: A – Single-Family Residence District and Land Use: Vacant; (b) South of the Property: Zoning: R4 – Multi-Family Residence District and Land Use: Townhomes; (c) East of the Property: Zoning: A – Single-Family Residence District and Land Use: Single Family; and (d) West of the Property: Zoning: A – Single-Family Residence District and Land Use: Single Family Home. See, Village Zoning Map attached as **Exhibit “D”**. The proposed new Zoning District classification and land use of A – Single-Family Residence District (DCO 10-6-1) for a single-family house redevelopment **meets** this standard.

b. The zoning classification of property within the general area of the property in question.

Within the general area of the Subject Property, the prominent zoning classification is the A District, aside from the R4 District townhome parcels to the south. To the very east of the Subject Property across Wolf Road are single-family homes located within Unincorporated Cook County.

c. The suitability of the property in question to the uses permitted under the existing zoning classification.

The Property is suitable for the proposed use listed within the R4 – Multi-Family Residence District. The Subject Property has remained vacant since its annexation into the Village in the 1960s, and has been zoned multi-family since annexation. The parcel is currently landlocked and is too small to be permitted for multi-family redevelopment.

d. The trend of development, if any, in the general area of the property in question, including changes if any, which have taken place in its present zoning classification.

The recent trend of development in the general area of the Subject Property has remained the same for decades and includes renovations, additions, and tear down and new construction of single-family residences. The surrounding Ridgewood neighborhood was subdivided prior to its annexation in the 1960s. The multi-family townhomes to the south were developed in the 1970’s.

e. The suitability of the property in question for permitted uses listed in the proposed zoning classification.

The Property is suitable for permitted uses listed within the A – Single-Family Residence District. The Subject Property was resubdivided in 2005 with the intent of the site being developed with a single family house. The properties to the north, west, and east are developed with single family houses. The property to the south is developed as a multi-family townhome subdivision. However, the design of the Ridgewood Oaks townhomes would not allow for incorporation of the Subject Property without the removal of one or more townhomes to provide access to the site.

f. **The compatibility of the surrounding property with the permitted uses listed in the proposed zoning classification.**

The surrounding Property is compatible with the permitted uses and conditional uses listed in the A – Single-Family Residence District, being residential and multi-family in nature. The surrounding properties all have either A – Single-Family District or R4 District residential zoning.

g. **The objectives of the current comprehensive plan for the Village and the impact of the proposed amendment on the said objectives.**

The objectives of the current Comprehensive Plan for the Village will be met by this Map Amendment and it will not have a negative impact on the objectives. Please see responses within Section A ‘Comprehensive Plan Amendment to the Long-Range Land Use Map Standards’ for additional information pertaining to official goals and objectives of the Comprehensive Plan. Development of the Subject Property, as proposed by the Applicant, will result in the elimination of an aging and underutilized office building.

III. **RECOMMENDATIONS**

Subject to Section V (Conditions) set forth below, the Plan Commission recommends **APPROVAL** of the Application and the Requested Zoning Relief as follows:

1. Map Amendment to Rezone the Property from the R4 - Multi-Family Residential Zoning District to the A - Single-Family Residence District to construct a single-family house on the Property (“Project” or “Development”).

IV. **CONDITIONS**

The recommendation of **APPROVAL** of the Applicant’s request for the issuance of a Map Amendment is conditioned upon and subject to: **None**.

V. FINAL ACTION

Motion to APPROVE the Application made by Commissioner Brumbaugh; seconded by Commissioner Winegar (Votes in Favor of Motion: Glimco, Johann, Turner, DeProsperis, Brumbaugh and Winegar; Votes Not in Favor of Motion: None; and Absent from Meeting / Voting: Hanson).

APPROVED by a vote of the Members of the Plan Commission on this 10th day of December 2024.

Village of Western Springs Plan Commission

By: Peter J Glimco
Peter Glimco, Chair

Exhibit List

From Public Hearings for Approval of a Comprehensive Plan Amendment to the Long-Range Land Use Map and Map Amendment for the Construction, Operation, and Maintenance of a Single Family House at the 917 Lawn Court

Group Exhibit “A” -- listing by title of each of the Application’s supporting documents and submittals

- Exhibit A-1 – General Information Application for Land Use and Development in the Village (2 pages).
 - Exhibit A-2 – Application for Map Amendment (5 pages).
 - Exhibit A-3 – Rezoning Cover Letter (2 pages).
- Exhibit A-4 – Plat of Survey for 917 Lawn Court, prepared by Schomig Land Surveyors, LTD., dated October 8, 2024 (1 page)
 - Exhibit A-5 – Legal Description Comparisons (1 page).

Group Exhibit “B”

The Public Hearing Notice, the Newspaper Publisher's Certificate dated **November 14, 2024**, the Affidavit of Mailing of Public Hearing Notice and Newspaper Publication dated **December 6, 2024** submitted by, the Affidavit of Posting of Signage for Public Hearing dated **December 6, 2024**

Exhibit “C”

Village Staff Memorandum dated **December 6, 2024** and prepared by Community Development Director Heather Valone and Senior Planner Kelsey Fawell (“Village Staff Memo”)

Group Exhibit “D”

The Village’s Official Land Use Plan and Official Village Zoning Map

Exhibit “E”

Additional documents submitted to the Plan Commission during the Public Hearings

ORDINANCE NO. 25-_____

VOTE:_____

AYES:_____

NAYS:_____

ABSENT:_____

ABSTAIN:_____

DATE:_____

OTHER: Published in pamphlet form.

**AN ORDINANCE APPROVING AND ADOPTING AN
UPDATED LONG RANGE LAND USE MAP TO THE
WESTERN SPRINGS OFFICIAL COMPREHENSIVE
LAND USE PLAN FOR PURPOSES OF
RECLASSIFYING THE ZONING DESIGNATION OF
THE 917 LAWN COURT PROPERTY, WESTERN
SPRINGS, ILLINOIS FROM THE R4 - MULTIPLE-
FAMILY RESIDENCE DISTRICT TO THE A – SINGLE-
FAMILY RESIDENCE DISTRICT TO ALLOW FOR THE
CONSTRUCTION, OPERATION, AND
MAINTENANCE OF A SINGLE-FAMILY HOUSE**

WHEREAS, Sections 11-12-5, 11-12-6 and 11-12-7 of the Illinois Municipal Code (65 ILCS 5/11-12-5, 11-12-6 and 11-12-7) authorize the Village President and Board of Trustees of the Village of Western Springs (“Village”) to adopt an official comprehensive plan or any amendments to an official comprehensive plan, but only after a public hearing on the plan or amended plan has been held; and

WHEREAS, after the required public hearing process was completed, the Village President and Board of Trustees of the Village of Western Springs approved and adopted the Village’s Official Land Use Plan with the passage of Ordinance No. 03-2226 on February 24, 2003 (the “2003 Land Use Plan”). The 2003 Land Use Plan has been amended as follows: (i) by Ordinance No. 11-2643 dated August 22, 2011, as part of the adoption of the “2011 Western Springs Downtown Redevelopment Plan” (the “2011 Downtown Plan”); and (ii) by Ordinance No. 21-3046 dated June 28, 2021, as part of the adoption of the “2021 Concept Plans for Townhome Project at 17 West Ogden Avenue Property”; and

WHEREAS, Tom Ear and Kelly Moran of 1420 W 54th Street, La Grange Highlands, IL 60525 (“Applicants” or “Property Owners”), are the owners of the property commonly known as 917 Lawn Court, Western Springs, Illinois (“Property”). The Applicant filed with the Village a completed “General Information Application for Land Use and Development in the Village” form with supporting documents (the “Application”) for the rezoning of the Property in order to construct a single-family house (the “Development” or “Project”); and

WHEREAS, in 2024, the Applicant submitted the Application to the Village requesting approval of a map amendment and an amendment to the Village’s Comprehensive Land Use Plan in order to construct the Project. A copy of the Application is on file with the Village’s Community Development Department and is incorporated herein by reference; and

WHEREAS, using information gathered during the public hearing process, the Application was presented as an amendment to the Village’s existing 2003 Land Use Plan to amend the Property’s Long Range Land Use from its current designation of the R4 - Multiple-Family Residence District to the A – Single-Family Residence District in order to allow for the construction and operation of the Development. An excerpt of the updated version of the Long Range Use Map of the Village’s Comprehensive Land Use Plan showing the zoning classification amendment for the Property is attached as **Exhibit “A”** and made a part hereof. A copy of the Long Range Plan shall be produced by the Village in conjunction with the printing of the Village’s Official Zoning Map in March 2026 and will be on file with the Community Development Department (the “Updated Long Range Use Map”); and

WHEREAS, the Village’s 2003 Land Use Plan, like all comprehensive land use plans, is an advisory document that contains recommendations for the implementation of new land uses, design standards,

and zoning changes within the Village. Upon Village Board approval of this Ordinance, the Applicant's proposed amendment of the Property's Long Range Land Use from its current designation of the R4 - Multiple-Family Residence District to the A – Single-Family Residence District will provide a planning basis for the map amendment (rezoning) of the Property to the A – Single-Family Residence District allow for the construction and operation of the Development. Once the Property is rezoned, it will expand the types of other possible adaptive uses that could be developed on the Property under the A – Single-Family Residence District classification; and

WHEREAS, on December 10, 2024, the Plan Commission conducted a public hearing at which it reviewed the Application, the requested zoning relief and the requested amendment to the **Long Range Use Map** for compliance with the applicable DCO provisions. Prior to conducting the public hearing, a notice of public hearing was published in a newspaper, a "zoning application pending" sign was posted at the Property, a public hearing notice was mailed to those persons who are required to be mailed the public hearing notice in compliance with applicable State law and the DCO, and an agenda for the Plan Commission meeting where the public hearing session was held were posted as required by the Open Meetings Act. At the December 10, 2024 public hearing, the Plan Commission heard statements from the Applicant, Village staff and the Village Attorney, Interested Parties and the public and provided an opportunity for public input regarding the Application, the requested zoning relief and the requested amendment to the Long Range Use Map and the applicable DCO provisions. The Plan Commission reviewed and considered a Village Staff Memorandum dated December 6, 2024 and prepared by Director of Community Development Heather Valone and Village Senior Planner Kelsey Fawell regarding the requested amendment to the Long Range Use Map. A copy of the Village Staff Memorandum is incorporated herein by reference and is on file with the Community Development Department; and

WHEREAS, on December 10, 2024, the Plan Commission, after finding that sufficient evidence was presented at the public hearing to conclude that the applicable standards relating to the requested zoning relief were met, voted to approve Recommendation No. 24-04, which contains the Plan Commission's report of findings and recommendations relative to its favorable recommendation to the Village Board on the adoption and implementation of the requested amendment to the Long Range Land Use Map to change the Property's current designation of R4 - Multiple-Family Residence District to A – Single-Family Residence District in order to allow for the construction and operation of the Development. Recommendation No. 24-04 has been filed with the Village President and Board of Trustees, who have taken the report's findings and recommendations under advisement and have incorporated by reference Recommendation No. 24-04 into this Ordinance; and

WHEREAS, the Village Board, at public meeting held on January 13, 2025, discussed the Applicant's pending Application and the request for Zoning Relief. At the January 13th, 2025 public meeting, the Village Board considered the findings, recommendations and conditions of the Plan Commission as set forth in Report and Recommendation No. 24-04 and, with the passage of this Ordinance, the Village Board, after finding that sufficient evidence was presented at the Public Hearing to conclude that the applicable standards relating to the requested zoning relief were met, accepted, adopted and approved the findings, recommendations and conditions set forth in Report and Recommendation No. 24-04, subject to the approvals and conditions of this Ordinance; and

WHEREAS, pursuant to the authority contain in Sections 11-12-5, 11-12-6 and 11-12-7 of the Illinois Municipal Code (65 ILCS 5/11-12-5 11-12-6 and 11-12-7), the Village President and Board of Trustees of the Village of Western Springs, after finding that sufficient evidence was presented at the

public hearing to conclude that the applicable standards relating to the requested zoning relief were met, further find that it is protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, local business owners and the public to approve and adopt the Updated Long Range Use Map, as an amendment to certain portions of the Village's 2003 Land Use Plan, a copy of which is attached hereto as Exhibit "A" and made a part hereof.

BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1. Incorporation. Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Ordinance.

SECTION 2. Approval of Updated Long Range Use Map. The Village President and the Board of Trustees of the Village of Western Springs adopt and approve the Updated Range Use Map, a copy of which is attached hereto as Exhibit "A" and made a part hereof, as an amendment to certain portions of the Village's Official Comprehensive Land Use Plan.

SECTION 3. Amendment of the 2003 Official Comprehensive Land Use Plan; Superseding Effect and Validity of Updated Long Range Use Map. The provisions of the Updated Long Range Use Map supplements, amends and supersedes the provisions of the 2003 Official Comprehensive Land Use Plan, as amended. In particular, where provisions of the Updated Long Range Use Map are inconsistent with or in conflict with similar provisions of the 2003 Official Comprehensive Land Use Plan, as amended, the Updated Long Range Use Map shall control. To the extent that the Updated Long Range Use Map contains provisions not found in the 2003 Official Comprehensive Land Use Plan, as amended, the provisions of the Updated Long Range Use Map shall control. The remainder of the 2003 Official Comprehensive Land Use Plan, as amended, shall be valid, enforceable and in full effect until amended or repealed by action of the Village President and the Board of Trustees.

SECTION 4. Publication, Website Posting and Availability of Updated Long Range Use Map. The Village Clerk is authorized and directed to publish this Ordinance in pamphlet form as provided by law, and to make available to the public copies of the Updated Long Range Use Map in accordance with the Freedom of Information Act and to arrange for the posting of the Updated Long Range Use Map on the Village's website.

SECTION 5. Effective Date. This Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois on a roll call vote at a regular meeting thereof held on the 27th day of January, 2025, and approved by me as Village President, and attested by the Village Clerk on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

Published by me in pamphlet form, by Order of the Village President and the Board of Trustees of the Village of Western Springs, Cook County, Illinois, on this ____ day of January, 2025.

Edward Tymick, Village Clerk

Draft

EXHIBIT "A"

**Updated Long Range Land Use Map To
The Western Springs Official Comprehensive Land Use Plan
Reclassifying The Zoning Designation For The 917 Lawn Court Property From
The R4 - Multiple-Family Residence District To The A – Single-Family Residence District**

(attached)

Draft

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

CLERK'S CERTIFICATE

I, Edward Tymick, Village Clerk of the Village of Western Springs, Cook County, Illinois, certify that attached hereto is a true and correct copy of the Ordinance now on file in my office, entitled:

ORDINANCE NO. 25-_____

AN ORDINANCE APPROVING AND ADOPTING AN UPDATED LONG RANGE LAND USE MAP TO THE WESTERN SPRINGS OFFICIAL COMPREHENSIVE LAND USE PLAN FOR PURPOSES OF RECLASSIFYING THE ZONING DESIGNATION OF THE 917 LAWN COURT PROPERTY, WESTERN SPRINGS, ILLINOIS FROM THE R4 - MULTIPLE-FAMILY RESIDENCE DISTRICT TO THE A – SINGLE-FAMILY RESIDENCE DISTRICT TO ALLOW FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF A SINGLE-FAMILY HOUSE

which was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a **Regular Meeting held on the 27th day of January, 2025**, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 27th day of January, 2025.

I further certify that the vote on the question of the passage of the said Ordinance by the Board of Trustees of the Village of Western Springs was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Western Springs, and that the result of said vote was as follows, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

I do further certify that the original Ordinance, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Western Springs, this ____th day of January, 2025.

Edward Tymick, Village Clerk

ORDINANCE NO. 25 - _____
VOTE: _____
AYES: _____
NAYS: _____
ABSTAIN: _____
DATE: January 27, 2025
OTHER: Published in Pamphlet Form.

AN ORDINANCE APPROVING A MAP
AMENDMENT TO REZONE THE 917 LAWN
COURT PROPERTY FROM THE R4 – MULTIPLE-
FAMILY RESIDENCE DISTRICT TO THE A -
SINGLE-FAMILY RESIDENCE DISTRICT.

WHEREAS, Tom Ear and Kelly Moran, of 1420 W 54th Street, La Grange Highlands, IL 60525 (“Applicants” or “Property Owners”), are the owners of the real property commonly known as 917 Lawn Court, Western Springs, Illinois (“Property”).

WHEREAS, the Applicants have submitted a development and zoning application (“Petition”) requesting approval of a map amendment for the Property from its current R4-Multiple Family Residence District to the A- Single Family Residence District in order to construct a single-family house on the Property (the “Development”); and

WHEREAS, the Application and other documents that comprise **Group Exhibit “1”** are on file with the Village Clerk’s Office and the Community Development Department and are incorporated herein by reference into this Ordinance and made a part hereof; and

WHEREAS, the Property is legally described as follows:

LOT 2 IN ALBERT, FLORENCE, AND JOHN HAGEDORN’S SUBDIVISION OF LOTS 30 AND 31 IN RIDGEWOOD UNIT 12 SUBDIVISION IN THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO PART OF THE SOUTH 62 FEET (EXCEPT THE EAST 164 FEET) OF THE NORTH 450.50 FEET OF THE SOUTH ½ OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (LYING SOUTH OF THE SOUTH LINE OF LOTS 30 AND 31 IN RIDGEWOOD UNIT 12 SUBDIVISION), IN COOK COUNTY, ILLINOIS

Common Address: 917 Lawn Court;

P.I.N.s: 18-18-201-091-0000 and 18-18-201-092-0000; and

WHEREAS, the zoning relief necessary for the Applicant to construct the Development is set forth in Section 3 below of this Ordinance; and

WHEREAS, pursuant to notice published and posted as required by State law and the Western Springs Municipal Code, on December 10, 2024, the Plan Commission conducted a public hearing to consider the zoning relief requested in the Application (the “Public Hearing”). At the December 10, 2024 Public Hearing, the Western Springs Plan Commission, after finding that sufficient evidence was presented at the Public Hearing to conclude that the applicable standards relating to the requested zoning relief were met, passed a motion approving Report and Recommendation No. 24-04, which recommended approval of the Zoning Relief needed for the Applicant to construct the Development. A copy of Report and Recommendation No. 24-04 is on file with the Village Clerk’s Office and is incorporated into this Ordinance by reference; and

WHEREAS, the Village Board, at public meeting held on January 13, 2025, discussed the Applicant's pending Application and its request for Zoning Relief. At the January 13, 2025 public meeting, the Village Board considered the findings, recommendations and conditions of the Plan Commission as set forth in Report and Recommendation No. 24-04 and, with the passage of this Ordinance, the Village Board, after finding that sufficient evidence was presented at the Public Hearing to conclude that the applicable standards relating to the requested zoning relief were met, accepted, adopted and approved the findings, recommendations and conditions set forth in Report and Recommendation No. 24-04, subject to the approvals and conditions of this Ordinance; and

WHEREAS, in accordance with the authority granted by Sections 11-13-1 and 11-13-1.1 of the Illinois Municipal Code (65 ILCS 5/11-13-1 and 11-13-1.1) and the applicable provisions of the Village of Western Springs Development Control Ordinance, the Village President and Board of Trustees of the Village of Western Springs approve the Zoning Relief, as requested by the Applicant, relative to the construction, operation and maintenance of the Development.

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1. Incorporation. The above recitals are incorporated by reference into Section 1 of this Ordinance as material terms and provisions.

SECTION 2. Approval of Map Amendment and Revision to the Official Zoning Map. Pursuant to Section 10-3-12 (Amendments) of Title 10 (Development Control Ordinance), Chapter 3 (Administrative Bodies and Procedures), of the Western Springs Municipal Code, the President and Board of Trustees approve the following:

- A. A map amendment to re-zone the Property from the R4 - Multi-Family Residence District to the A – Single-Family Residence District.
- B. The rezoning of the Property from R4 - Multiple-Family Residence District to A – Single-Family Residence District shall comply with the guidelines as set forth in Subsection 10-5-2(A)(1) (Purpose Statements) of the DCO ("A - Single-Family Residence District: This district is intended to provide a residential environment of larger lots with generous yards. It also establishes the standards for new single-family developments in the community.")
- C. The revision of the Official Zoning Map of the Village of Western Springs to show the above map amendment in accordance with Section 11-13-9 of the Illinois Municipal Code (65 ILCS 5/11-13-9).

SECTION 3. Severability. The sections, terms, provisions and conditions of this Ordinance shall be severable, and if any section, term, provision or condition is found to be invalid or unenforceable for any reason by a court of competent, final jurisdiction, the remaining sections, terms, provisions and conditions shall remain in full force and effect.

SECTION 4. Repealer; Covenants Running With the Land. Any Ordinance, or portion thereof, in conflict with this Ordinance is repealed to the extent of such conflict. The terms, provisions and conditions set forth in this Ordinance, including those incorporated herein by reference, are covenants that run with

the land and shall be released or amended only by mutual agreement of the Applicant and the Village, or unless amended by ordinance approved by the Village Board after the required public hearing.

SECTION 5. Effective Date. This Ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

SECTION 6. Recording of Ordinance Against Property Title. A certified copy of this Ordinance shall be recorded against title to the Property with the Cook County Recorder of Deeds Office ("CCRD") by the Village, at the Applicant's cost. The Village shall provide the Applicant with a stamped copy of this Ordinance after it is filed with the CCRD.

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 27 day of January, 2025, and approved by me as President on the same day.

Heidi Rudolph, Village President

Edward Tymick, Village Clerk

This Ordinance was published by me in pamphlet form on ____ day of _____, 2025.

Edward Tymick, Village Clerk

Exhibit “1”

The Application consists of information supporting the requested zoning relief, a description of the proposed improvements to be constructed as part of the Project, and the proposed Preliminary Development Plans as follows:

- Exhibit A – General Information Application for Land Use and Development in the Village (2 pages).
- Exhibit B – Application for Map Amendment (5 pages).
- Exhibit C – Rezoning Cover Letter (2 pages).
- Exhibit D – Plat of Survey for 917 Lawn Court, prepared by Schomig Land Surveyors, LTD., dated 10/8/24.
- Exhibit E – Legal Description Comparisons (1 page).

(incorporated herein by reference and with copies on file at
the Village Clerk’s Office and the Community Development Department)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Edward Tymick, Clerk of the Village of Western Springs, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Ordinance now on file in my office, entitled:

AN ORDINANCE APPROVING A MAP AMENDMENT TO REZONE THE 917 LAWN COURT PROPERTY FROM THE R4 – MULTIPLE-FAMILY RESIDENCE DISTRICT TO THE A - SINGLE-FAMILY RESIDENCE DISTRICT

which Ordinance was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Special Meeting on the 27th day of January, 2025, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the ____ day of _____, 2025.

I further certify that the vote on the question of the passage of said Ordinance by the Board of Trustees of the Village of Western Springs was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Western Springs, and that the result of said vote was as follows, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

I do further certify that the original Ordinance, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Western Springs, this ____ day of January, 2025.

Edward Tymick, Village Clerk

[SEAL]



AGENDA ITEM SUMMARY

PLANNING AND ZONING COMMITTEE

Planning and Zoning Committee: January 9, 2025

AGENDA ITEM D.4.

To: Planning and Zoning Committee

From: Heather Valone, Director of Community Development

CC: Ellen Baer, Village Manager, Casey Biernacki, Deputy Village Manager, Michael Jurusik, Village Attorney, Jeff Koza, Director of Engineering Services, Kelsey Fawell, Senior Planner, Anne Skrodzki, Village Attorney

RE: 4300 Howard Avenue, First United Methodist Church, Hinsdale First United Methodist Church, Plat of Abrogation for a Public Sidewalk Easement and Dissolve a Conditional Use

Permit: Committee review, discussion, and recommendation

Recommendation

The Community Development Department, Engineering Services Department, and the Village Attorney have reviewed the request and submitted documentation and are recommending approval of the request.

Summary

On October 25, 2024, the Village was notified that the First United Methodist Church (the “FUMC”) located at 4300 Howard Avenue (the “Subject Property”) had a pending real estate contract to sell the Subject Property. The notification requested that the Village abrogate (i.e. release) an easement for the public sidewalk located partially on the Subject Property and requested that the existing conditional use approvals be dissolved. The Subject Property and adjacent right-of-way area. The request package is included in Attachment 1.

Background

On May 20, 2024, the Western Springs and Hinsdale First United Methodist Churches merged. As part of the merger, it was identified that both churches would utilize the Hinsdale location. As a result, the Western Springs FUMC was listed for sale. FUMC has a pending real estate contract with a purchaser that intends to develop the property for single family houses. The property consists of three lots of record (i.e. three platted lots) and is zoned R2 Single Family Residential district (the “R2 District”). The existing lots exceed the minimum requirements for the R2 District. At this time no variations / relief from the Village Code is being requested. The lots would be developed as-of-right by obtaining a building permit(s). There are two existing encumbrances on the property. The first is a conditional use for the church as an early childhood development facility. The second is an easement for a public sidewalk that is located partially on the Subject Property.

Easement

On April 18, 2014 the Village Board approved Resolution No. 14-2268 (Attachment 2) which granted a plat of easement for public sidewalk and a related agreement between the Village of Western Springs and FUMC. The easement and agreement placed roughly 2.8 feet of public sidewalk on the 43rd Street (north) side of the Subject Property in exchange for the on street parking spaces within the 43rd Street right-of-way to be converted from parallel spaces in to angled parking. The related agreement detailed future maintenance and restoration work for the installation of the sidewalk. Under the agreement if FUMC decides to redevelop the Subject Property in a manner that removes or relocates the public sidewalk then the Village and FUMC agreed to negotiate changes to the agreement to allow development. The agreement references that if the sidewalk was to be removed or relocated FUMC would be obliged to cover the construction costs.

The proposed development of the property for residential use proposes to redevelop the right-of-way area as a traditional parkway with a five foot public sidewalk located within the right-of-way separated from the curb with a roughly 13 foot parkway planted with sod and street trees. The stripped parking would be removed and standard on street parking similar to the existing north side of 43rd Street would be permitted.

The attached draft resolutions in Attachments 4 and 5 includes provisions for the release of the easement, the removal and restoration of the right-of-way area as described in the preliminary concept plan included in Attachment 1 and requirements of the current or future property owner related to the construction / restoration.

Conditional Use Permit

On September 24, 2018 the Village Board of Trustees approved Ordinance No 18-2934 approving a conditional use permit for the Subject Property to allow for the LaGrange Area Department of Special Education ("LADSE") to operate an early childhood education center. LADSE no longer utilizes the building and FUMC is seeking the conditional use to be dissolved. Attachment 6 contains the draft ordinance resending the conditional use on the property.

Conclusion

The Community Development Department, Engineering Services Department, and the Village Attorney have reviewed the request and submitted documentation and are recommending approval of the request. The draft resolution included in Attachment 3 includes outlines provisions for FUMC or any subsequent property owner must complete for the property to be developed for single family residential purposes. If FUMC or any subsequent property owner wishes to develop the property for another use the property owner would be required to complete the Village's zoning process and the right-of-way redevelopment would be reviewed and determined by the Village Board as part of a larger zoning process. Additionally, there are provisions to ensure that the restoration of the right-of-way area is completed to Village standards or financial obligations if they work is not completed as required.

Attachments

1. Applicant submittals
2. Resolution No. 14-2268 - A Resolution Approving a Plat of Easement for Public Sidewalk and a Related Letter of Agreement Between the Village of Western Springs and the First United Methodist Church of Western Springs in Regard to the Construction and Maintenance of a Public Sidewalk Located Partially in the South Side of the 43rd Street Right-of-Way and Partially in the Sidewalk Easement Granted by the Church on its 4300 Howard Avenue Property.
3. Ordinance No. 18-2934 - An Ordinance Approval a Conditional Use Permit for the Installation and Operation of an Early Childhood Education Center at the 4300 Howard Avenue Property.
4. Draft Resolution - A Resolution Approving a Plat of Abrogation for Public Sidewalk Easement (Address: 4300 Franklin Avenue, Western Springs, Illinois) and Approving the Termination of a Letter of Agreement for Construction and Maintenance of a Public Sidewalk and Abrogation of Easement for a Public Sidewalk (4300 Franklin Avenue, Western Springs, Illinois) and the Removal of Public Parking Spaces within the 43rd Street Right-of-Way Adjacent to Lot 1 and Lot 9 in the Field Park Subdivision, Western Springs, Illinois.
5. Draft Resolution - A Resolution Authorizing the Approval and Execution of an Assignment, Assumption and Consent Agreement for the Proposed 4300 Howard Avenue Residential Development in the Village of Western Springs, Illinois (Lots 1, 8 And 9 In Field Park Subdivision) and a Redevelopment Agreement for the Construction of the Proposed 4300 Howard Avenue Residential Development in the Village of Western Springs, Illinois (Lots 1, 8 And 9 In Field Park Subdivision).
6. Draft Ordinance - An Ordinance Rescinding and Repealing the Board of Trustees' Approval of Ordinance No. 18-2934 (an Ordinance Approving a Conditional Use Permit for the Installation and Operation of an Early Childhood Education Center at the 4300 Howard Avenue Property) to Facilitate the Proposed 4300 Howard Avenue Residential Development in the Village of Western Springs, Illinois (Lots 1, 8 And 9 In Field Park Subdivision)

Financial Impact

None

Recommended Motion

Motion to recommend the application to the Village Board for consideration at the January 13, 2025 meeting.

Strategic Plan Alignment

Economic Development

File Attachments

1. Applicant submittals
2. Resolution No. 14-2268
3. Ordinance No. 18-2934
4. Draft Resolution
5. Draft Resolution
6. Draft Ordinance



Hinsdale United Methodist Church

945 S. Garfield Avenue, Hinsdale, Illinois 60521 • 630/325-1280

October 25, 2024

Village of Western Springs

740 Hillgrove Avenue

Western Springs, IL 60558

Attention: Ms. Heather Valone

Director of Community Development

RE: First United Methodist Church Property at 4300 Howard Street

Dear Heather:

As we have discussed the upcoming changes to our church property over many months, this letter provides some important historical and economic context for the requests we are making to the Village of Western Springs (Village).

- Hinsdale United Methodist Church (HUMC) was approached by the lay leadership of the First United Methodist Church of Western Springs (FUMC) in 2023 to discuss the possibility of a merger;
- Their congregation was established in 1888 and has a long and proud heritage in the Western Springs community. Unfortunately, it experienced a decline in the membership and financial resources of its congregation that adversely affected its viability and capacity to perform vital ministry work and fulfill the mission of The United Methodist Church;
- At joint congregational meetings held on April 18, 2024, under the auspices of the governing church body (the Northern Illinois Conference of the United Methodist Church), both congregations unanimously approved a merger effective May 20, 2024, with the Successor Church being HUMC;
- With the merger, the combined church no longer needed or could afford to maintain the separate FUMC Western Springs church property. Thus, as part of the merger agreement, it was decided to sell the property with HUMC responsible for the process;

- HUMC retained a commercial real estate advisory and brokerage firm (CRE Advising of Chicago) to represent the church;
- Based on the age and condition of the building, it was deemed that the highest and best use of the property was highly likely to be residential (currently zoned R2 for three single family lots);
- After a marketing process conducted by CRE Advising, HUMC entered into a contract with Fairfield Properties LLC on September 3, 2024.

While we have moved our Sunday religious services to HUMC, we continue to utilize the FUMC church at 4300 Howard Street for mission and other church activities. Consistent with preparing for the sale of the property, we have a team of people working to repurpose items for other churches and non-profits in the surrounding communities.

To accomplish this sale and comply with the requests of the Village of Western Springs, we are respectfully requesting the following:

- We hereby agree to relinquish our existing conditional use permit for the operation of an Early Childhood Education Center within the church facility concurrent with the final Village Board approval by the Village of Western Springs for the proposed Fairfield Properties LLC (Fairfield) single family development and the closing of the purchase of the FUMC property by Fairfield with the Village releasing its recording of the conditional use with Cook County document #1829616072;
- To make the lots attractive for single family homes, it is imperative that the Village allow the right-of way along Howard Street to be restored with the "head-in" parking removed (with the cost of the right of way restoration at Fairfield's expense). We believe reverting the FUMC property to single family residential use is consistent with the community focus of the FUMC legacy in Western Springs for over 100 years;
- Consistent with our rights under the earlier easement, we hereby request release of the easement along Howard Street along with a plat of abrogation under the terms of the attached document as recorded May 2014 as Cook County document #1413445068.

Please let me know if you require any additional background or documentation for these requests. They are critical to allow the conversion of the FUMC property into three single family homes to complement the surrounding neighborhood. While the longstanding church location of FUMC is coming to an end, we will continue to serve the community with the merged HUMC through our many members residing in Western Springs.

Sincerely,

A handwritten signature in purple ink, appearing to read 'Zed S. Francis', with a long horizontal flourish extending to the right.

Zed S. Francis

Hinsdale United Methodist Church

Chair of Finance

CC.

Matthew Klein, Esq., Attorney for Hinsdale United Methodist Church

Thomas Hawbecker, Esq., Attorney for Fairfield Properties, LLC

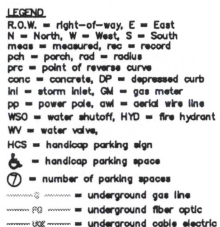
Peter Tortorello, Fairfield Properties, LLC



Lots 1, 8 and 9 in Block 26 in Field Park, a Subdivision in the West 5/8 of the West 1/2 of Section 5, Township 38 North, Range 12, East of the Third Principal Meridian and part of the Southeast 1/4 of Section 32, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Address: 4300 Franklin Avenue, Western Springs

10407 West Cermak Road
Westchester, Illinois 60154
(708) 562-2652
Fax (708) 562-7314
email: kabal-surveying@comcast.net
website: KabalSurveyingCompany.com
Registration No. 184-003061



Area of property is approximately 31,510 square feet

Please check Legal Description with Deed and report any discrepancy immediately.

Surveyed September 27 .20 24

Total Parking Spaces
17 regular parking spaces
2 handicap parking spaces

Scale: 1 inch = 20 ft.

Order No. 241854

Ordered By: Hawbecker & Gerver, LLC

Mitchell P. Balek
035-003250
PROFESSIONAL
LAND SURVEYOR
STATE OF
ILLINOIS

Measured bearing shown hereon is based on the Illinois East State Plane Coordinate Zone 1201 (NAD83) determined by GPS measurement

This professional service conforms to the current Illinois minimum standards for a boundary survey.

STATE OF ILLINOIS }
COUNTY OF COOK } s.s.

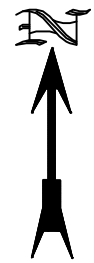
I, MITCHELL P. BALEK, an Illinois Professional Land Surveyor, hereby certify that I have surveyed the property described above and the plat hereon drawn is a correct representation of said survey.

Dimensions are in feet and decimal parts thereof and are corrected to a temperature of 62 degrees Fahrenheit.

Mitch P. Balch

Illinois Professional Land Surveyor No. 035-003250
My license expires on November 30, 2024

ORIGINAL SEAL IN RED



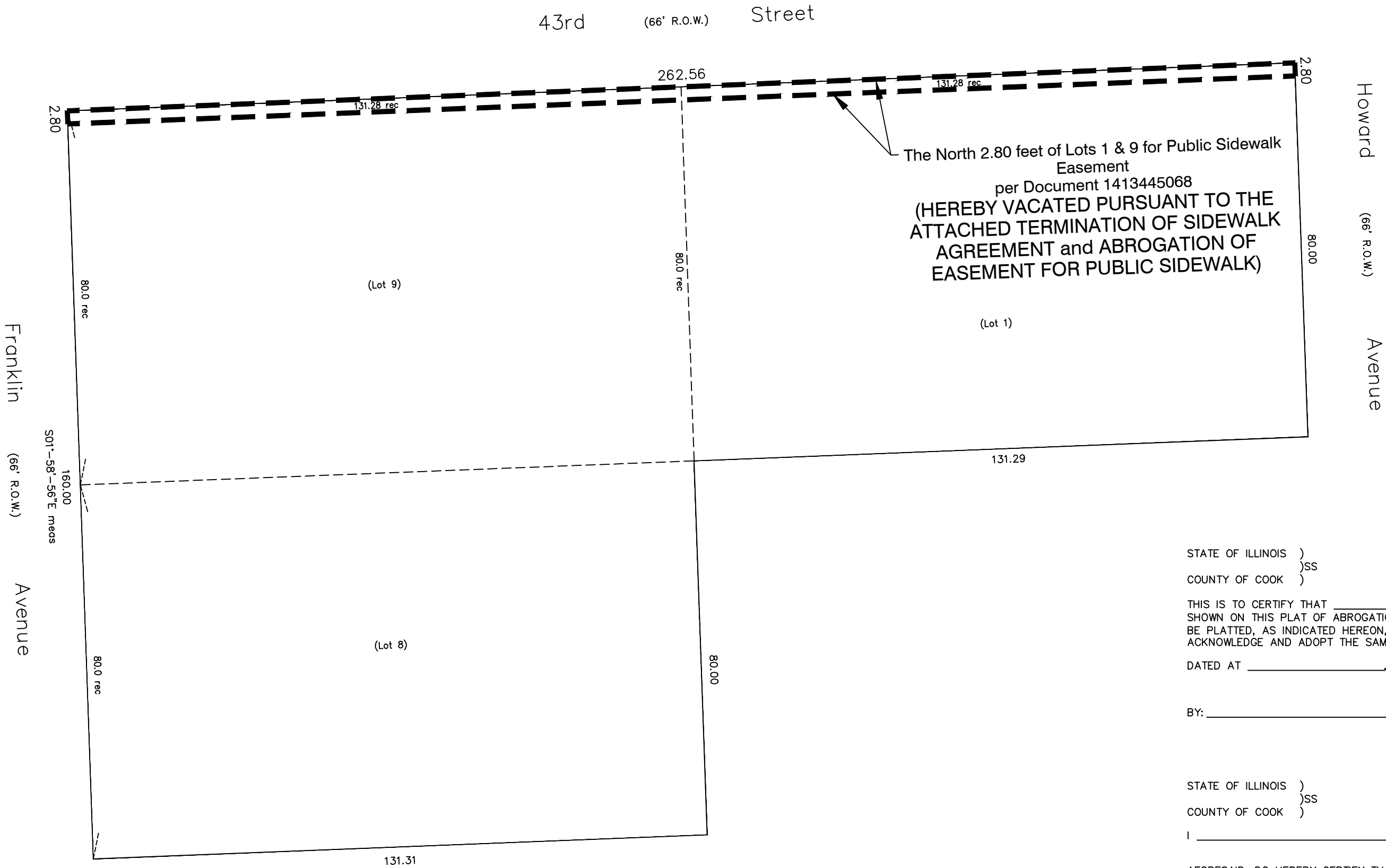
(assumed)

Plat of Abrogation

For Public Sidewalk Easement

Lots 1, 8 and 9 in Block 26 in Field Park, a Subdivision in the West 5/8 of the West 1/2 of Section 5, Township 38 North, Range 12, East of the Third Principal Meridian and part of the Southeast 1/4 of Section 32, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Address: 4300 Franklin Avenue, Western Springs



OWNER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)

THIS IS TO CERTIFY THAT _____ IS(ARE) THE OWNER(S) OF THE LAND SHOWN ON THIS PLAT OF ABOGATION AND HAS(HAVE) CAUSED THE SAME TO BE CAUSED THE SAME TO BE PLATTED, AS INDICATED HEREON, FOR THE PURPOSES THEREIN SET FORTH, AND DOES(DO) HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

DATED AT _____, ILLINOIS, THIS _____ DAY OF _____, _____.

BY: _____ TITLE: _____

NOTARY PUBLIC

STATE OF ILLINOIS)
COUNTY OF COOK)

I _____ A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE

AFORESAID, DO HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNERS, APPEARED BEFORE ME THIS DAY IN PERSONS AND ACKNOWLEDGE THAT THEY SIGNED THE ANNEXED PLAT AS THEIR FREE AND VOLUNTART ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC _____

VILLAGE BOARD'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)

APPROVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS,

AT A MEETING HELD THIS _____ DAY OF _____, 20____.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)

I, MITCHELL P. BALEK, DO HEREBY CERTIFY THAT I, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, PREPARED THIS PLAT OF ABOGATION AND THAT SAID PLAT IS A CORRECT AND TRUE REPRESENTATION OF SAID SURVEY, ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.

DATED THIS _____ DAY OF _____, A.D., 20 ____.

Mitchell P. Balek

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003250
MY LICENSE EXPIRES ON NOVEMBER 30, 2026

Measured bearing shown hereon is based on the Illinois East State Plane Coordinate Zone 1201 (NAD83) determined by GPS measurement

LEGEND

R.O.W. = right-of-way, E = East
N = North, W = West, S = South
meas = measured, rec = record
pch = porch, rad = radius
prc = point of reverse curve

Please check Legal Description with Deed and report any discrepancy immediately.

Surveyed _____ September _____ 27 _____, 20 ____ 24 ____

Property identification numbers
18-05-302-001-0000 (Lot 9)
18-05-302-018-0000 (Lot 1)
18-05-302-002-0000 (Lot 8)

Kabal Surveying Company
Land Surveying Services
10407 West Cermak Road
Westchester, Illinois 60154
(708) 562-2652
Fax (708) 562-7314
email: kabal-surveying@comcast.net
website: KabalSurveyingCompany.com
Registration No. 184-003061

ORIGINAL SEAL IN RED

Prepared by & Return to:
Matthew M. Klein
322 W Burlington
LaGrange IL 60525

18-05-302-001-0000
18-05-302-002-0000
18-05-302-018-0000

Above Space For Recorder's Use Only

**TERMINATION OF SIDEWALK AGREEMENT
and
ABROGATION OF EASEMENT FOR PUBLIC SIDEWALK**

This **TERMINATION OF SIDEWALK AGREEMENT and ABROGATION OF EASEMENT** (Agreement) is made this ____ day of December, 2024, by Hinsdale United Methodist Church, as successor to the First United Methodist Church of Western Springs, (Church) as owner of tracts of land described in Exhibit A , and The Village of Western Springs (Village), as the holder of an easement over a portion of the land described in Exhibit A.

Whereas, the Church is the owner of 4300 Franklin Ave, Western Springs, IL, (further described in Ex A), and is a maker of a certain Letter of Agreement between the Church and the Village dated April 28, 2014, and Grantor under a Plat of Easement for Public Sidewalk, dated April 28, 2014, and recorded May 14, 2014 in Cook County, Illinois as Document 1413445068; and,

Whereas, the Village is also a maker of a certain Letter of Agreement between the Church and the Village dated April 28, 2014, and as Grantee under a Plat of Easement for Public Sidewalk, dated April 28, 2014, and recorded May 14, 2014 in Cook County Illinois as Document 1413445068; and,

Whereas, the Church and the Village each deem such Easement no longer needed to serve the interests of the Church or the needs of the Village, and have agreed to Abrogate the Plat of Easement for Public Sidewalk, to the relocation of the public sidewalk within the Village's 43rd Street right of way, to remove the diagonal parking spaces on 43rd Street, and to restoration of the curb and parkway.

NOW, THEREFOR, the Church and the Village hereby abrogate, terminate, and otherwise deem to hold for naught, that certain Plat of Easement for Public Sidewalk, dated April 28, 2014, and recorded May 14, 2014 in Cook County, Illinois as Document 1413445068, together with the Letter of Agreement between the Church and the Village dated April 28, 2014 recorded therewith.

Executed this ____ day of December, 2024

Hinsdale United Methodist Church,
as successor to
the First United Methodist Church of Western Springs

By:
Its:

Agreed:
Village of Western Springs

By:
Its:

Attest:
Its Clerk:

I, _____, a Notary Public, in and for the County and State

aforesaid, DO HEREBY CERTIFY THAT _____, who is personally known to me to be the _____ of the Hinsdale United Methodist Church, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as the free and voluntary act of the Church, and his own free and voluntary act for the uses and purposes therein set forth,

Given under my hand and notarial seal this _____ day of December, 2024.

Notary Public

I, _____, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY THAT _____,

and _____ who are personally known to me to be the _____

and _____ of the Village of Western Springs, and the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their free and voluntary acts, and the free and voluntary act of the Village, for the uses and purposes therein set forth,

Given under my hand and notarial seal this _____ day of December, 2024.

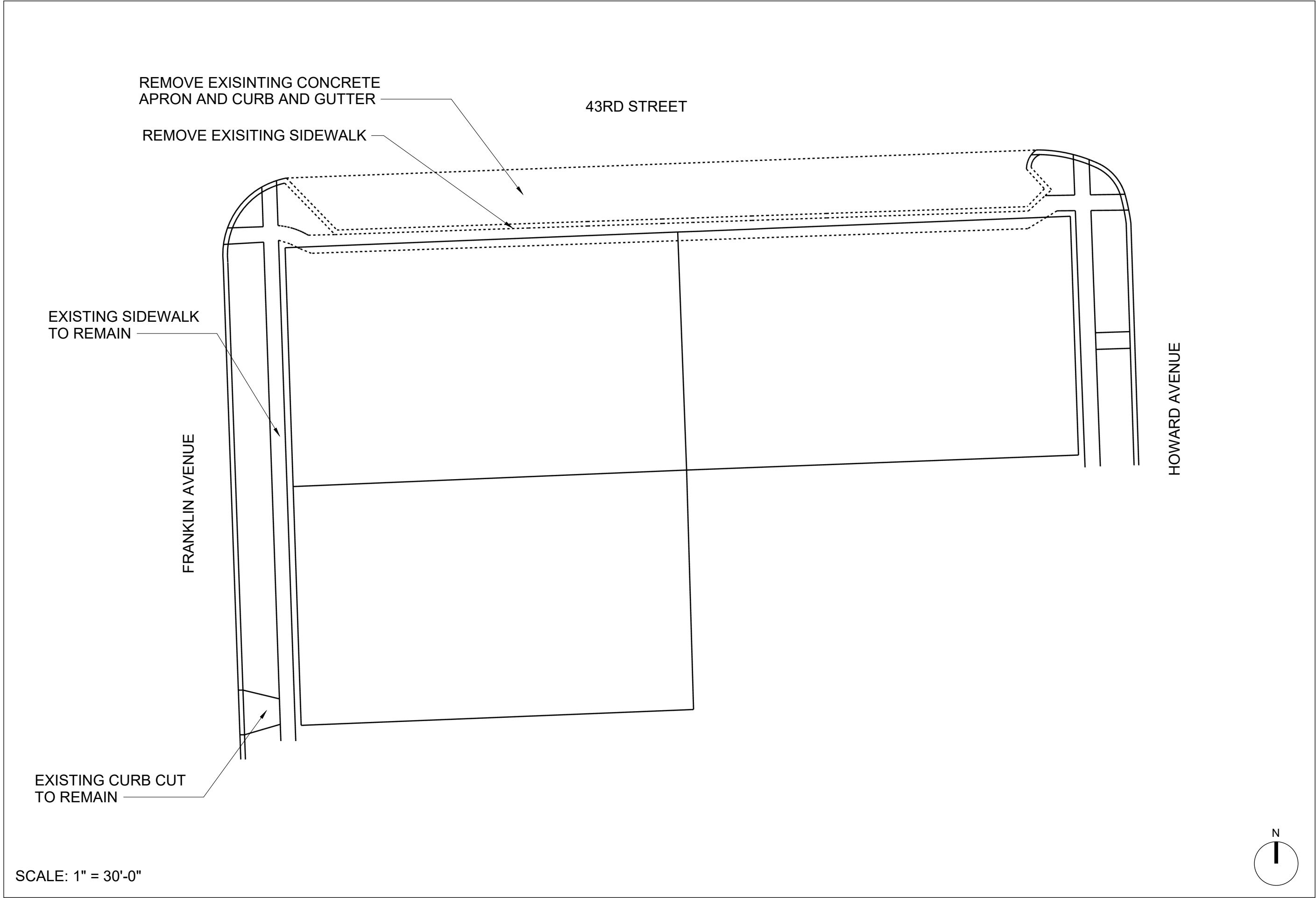
Notary Public

Attachments:

Exhibit A

Legal Description Parcel - 4300 Franklin, Western Springs Illinois

LOTS 1, 8 AND 9 IN BLOCK 26 IN FIELD PARK, A SUBDIVISION IN THE WEST 5/8 OF THE WEST 1/2 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE SOUTHEAST 1/4 PF SECTION 32, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



**PARKWAY
DEMOLITION
PLAN**

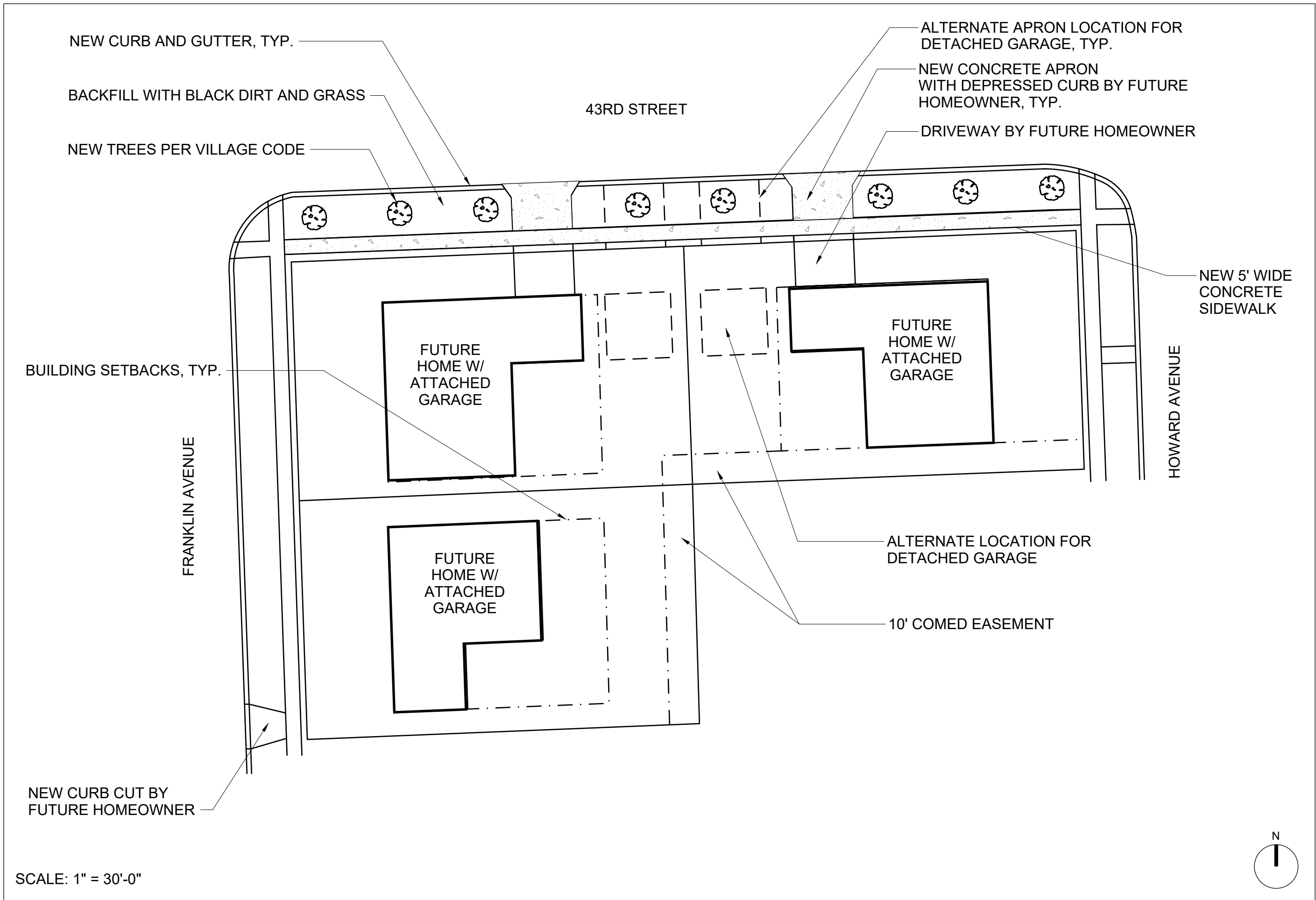
A.01

CLIENT
Fairfield Properties
330 West Chestnut, Lower Level
Hinsdale, IL 60521

PROJECT
4300 Howard
Western Springs

ISSUE
10/22/2024

DRAWN BY
BD



PARKWAY RESTORATION PLAN

A.02

CLIENT
Fairfield Properties
330 West Chestnut, Lower Level
Hinsdale, IL 60521

PROJECT
4300 Howard
Western Springs

ISSUE
10/22/2024

DRAWN BY
BD

Attachment 2

RESOLUTION NO. 14-2268

VOTE: Passed by an omnibus vote.

Voting aye: Trustees Gallagher, Glowiak,

Hansen, Horvath, Tymick, Word and

President Rodeghier.

Voting nay: none.

DATE: April 28, 2014

OTHER:

**A RESOLUTION APPROVING PLAT OF
EASEMENT FOR PUBLIC SIDEWALK AND
A RELATED LETTER OF AGREEMENT
BETWEEN THE VILLAGE OF WESTERN
SPRINGS AND THE FIRST UNITED
METHODIST CHURCH OF WESTERN
SPRINGS IN REGARD TO THE
CONSTRUCTION AND MAINTENANCE OF
A PUBLIC SIDEWALK LOCATED
PARTIALLY IN THE SOUTH SIDE OF THE
43RD STREET RIGHT-OF-WAY AND
PARTIALLY IN THE SIDEWALK
EASEMENT GRANTED BY THE CHURCH
ON ITS 4300 HOWARD AVENUE
PROPERTY.**

WHEREAS, the Village President and Board of Trustees of the Village of Western Springs ("Village") and the First United Methodist Church of Western Springs, 4300 Howard Avenue, Western Springs, Illinois ("Church") have agreed to create a sidewalk easement on a portion of the Church's property adjacent to the 43rd Street right-of-way for purposes of reconstructing an existing sidewalk that will be located in part within the sidewalk easement to be created on a portion of the Church's property and in part within the 43rd Street right-of-way so that additional on-street parking spaces can be constructed within the south side of the 43rd Street right-of-way between Franklin Avenue and Howard Avenue. Attached to this Resolution is a copy of a "Plat of Easement For Public Sidewalk" ("Plat"), which shows the location of the sidewalk easement and contains the legal description for the sidewalk easement. The Plat is attached hereto as **Exhibit "A"** and made a part hereof; and

WHEREAS, the Village and the Church also have reached an agreement in regard to the construction and future maintenance of the sidewalk and certain restoration work, to be performed by the Village's contractor, to the Church's real property and to the Church's handicap ramp and railing, and exterior lighting as part of the sidewalk replacement project. The agreement reached by the Village and the Church is set forth in the attached "Letter of Agreement Between the Village of Western Springs and the First United Methodist Church of Western Springs In Regard to the Construction and Maintenance of a Public Sidewalk Located Partially in the South Side of the 43rd Street Right-Of-Way and Partially in the Sidewalk Easement Granted by the Church on Its 4300 Howard Avenue Property" ("Letter of Agreement"), which is attached hereto as **Exhibit "B"** and made a part hereof. Attached to the Letter of Agreement as **Exhibit "1"** is a copy of the "Methodist Church Exhibit," which depicts the project improvements; and

WHEREAS, on April 14, 2014 and April 28, 2014, pursuant to notice as required by State law, the Village President and Board of Trustees of the Village of Western Springs held public meetings at which they considered the approval of the attached Plat of Easement For Public Sidewalk and the Letter of Agreement, and have determined that approval of these documents are in the best interests of the Village, the members of the Church and the public; and

WHEREAS, in accordance with the authority set forth in 65 ILCS 5/11-15-1 (Approval of Maps and Plats; Prerequisite to Recording), Article VII of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), the Village President and Board of Trustees of the Village of Western Springs approve the attached Plat of Easement For Public Sidewalk and the Letter of Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The Village President and Board of Trustees of the Village of Western Springs approve the following attached documents:

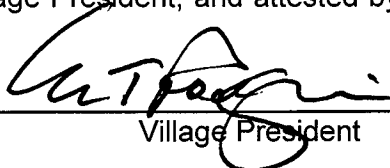
1. Plat of Easement For Public Sidewalk, a copy of which is attached hereto as **Exhibit "A"** and made a part hereof.
2. Letter of Agreement Between the Village of Western Springs and the First United Methodist Church of Western Springs In Regard to the Construction and Maintenance of a Public Sidewalk Located Partially in the South Side of the 43rd Street Right-Of-Way and Partially in the Sidewalk Easement Granted by the Church on Its 4300 Howard Avenue Property, a copy of which is attached hereto as **Exhibit "B"** and made a part hereof. Attached to the Letter of Agreement as **Exhibit "1"** is a copy of the "Methodist Church Exhibit," which depicts the project improvements.

The Village President and Board of Trustees of the Village of Western Springs authorize and direct the Village President, Village Clerk, Village Collector, Village Engineer and any other necessary Village official, or their designees, to sign the attached Plat of Easement For Public Sidewalk and the Letter of Agreement so that they can be filed with the Office of the Cook County Recorder of Deeds.

SECTION 3: A certified copy of this Resolution and the original of the attached Plat of Easement For Public Sidewalk and the Letter of Agreement be recorded with the Office of the Cook County Recorder of Deeds by the Village after all of the required signatures are placed on the documents.

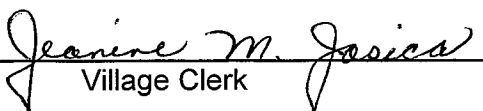
SECTION 4: This Resolution shall take effect from and after its adoption and approval.

PASSED by the Village President and Board of Trustees of the Village of Western Springs, Cook County, Illinois, on a roll call vote at a Regular Meeting thereof, held on the 28th day of April, 2014, and approved by me as Village President, and attested by the Village Clerk on the same day.



Village President

ATTEST:



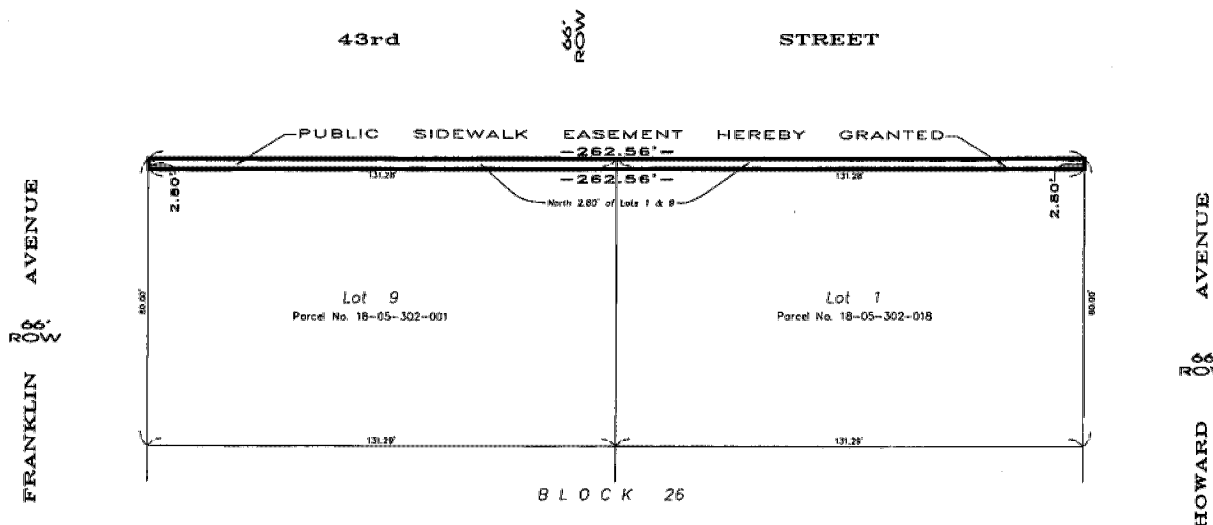
Village Clerk

Exhibit "A"

Plat of Easement For Public Sidewalk

(attached)

PLAT OF EASEMENT for PUBLIC SIDEWALK



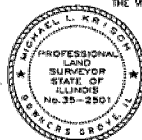
LEGAL DESCRIPTION

THE NORTH 2.80 FEET OF LOTS 1 AND 9 IN BLOCK 26 IN FIELD PARK, A SUBDIVISION OF THE WEST 3/4 OF THAT PART OF THE WEST HALF OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CHICAGO, BURLINGTON & QUINCY RAILROAD AND THAT PART OF THE EAST 1638.71 FEET OF THE WEST 1888.2 FEET OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTH OF NAPERVILLE ROAD, (NOW OGDEN AVENUE), IN COOK COUNTY, ILLINOIS.

SURVEYOR CERTIFICATE

STATE OF ILLINOIS) S.S.
COUNTY OF DUPAGE)
THIS IS TO CERTIFY THAT I, MICHAEL L. KRISCH, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE PLATTED FOR EASEMENT PURPOSES THE ABOVE DESCRIBED PROPERTY FOR THE PURPOSE OF GRANTING THE SAME FOR SAID PURPOSES AND THAT THE PLAT HEREON DRAWN IS A REPRESENTATION OF SAID GRANT OF EASEMENT.

SCALE OF MAP IS 20 FEET PER ONE INCH.
GIVEN UNDER MY HAND AND SEAL THIS 10th DAY OF FEBRUARY A.D. 2014, IN DOWNERS GROVE, ILLINOIS.
Michael L. Krisch
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2501,
LICENSE EXPIRES NOVEMBER 30, 2014



VILLAGE BOARD

STATE OF ILLINOIS) S.S.
COUNTY OF COOK)
APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WESTERN SPRINGS, ILLINOIS, THIS 22nd DAY OF April, 2014.
SIGNED: *[Signature]*
PRESIDENT OF THE BOARD OF TRUSTEES
ATTEST: *Elaine Haeske*
Deputy Village Clerk

EASEMENT PROVISIONS

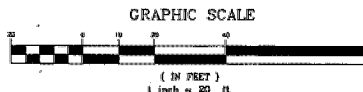
AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS, ITS SUCCESSORS AND ASSIGNS, IN ALL PLATTED "PUBLIC SIDEWALK EASEMENT" AREAS SHOWN ON THIS PLAT. SAID EASEMENT TO BE FOR THE INSTALLATION AND MAINTENANCE OF A PUBLIC SIDEWALK. NO BUILDINGS OR OTHER STRUCTURES SHALL BE CONSTRUCTED OR ERECTED IN ANY SUCH "PUBLIC SIDEWALK EASEMENT" AREA, NOR SHALL ANY OTHER USE BE MADE THEREOF WITHOUT THE APPROVAL OF THE VILLAGE OF WESTERN SPRINGS.

OWNER CERTIFICATE

STATE OF ILLINOIS) S.S.
COUNTY OF)
THIS IS TO CERTIFY THAT,
First United Methodist Church of Western Springs
IS THE OWNER OF THE LAND HEREIN DESCRIBED IN THE ANNEXED PLAT AND HAS CAUSED THE SAME TO BE PLATTED AND RECORDED AS SHOWN HEREON FOR THE USES AND PURPOSES THEREIN SET FORTH AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.
DATED AT *Western Springs, IL*
THIS *7th* DAY OF *May*, A.D. 2014
BY: *[Signature]*
ATTEST: *[Signature]*

NOTARY

STATE OF ILLINOIS) S.S.
COUNTY OF COOK)
ELAINE HAESKE, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT
DANIEL LITNER AND
PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE ANNEXED PLAT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THEIR FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH AND HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON SHOWN.
GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS *7th* DAY OF *May*, A.D. 2014
AT *Western Springs*, ILLINOIS.
Elaine Haeske
NOTARY PUBLIC



No.	Date	Revision Description	By
1	02/11/14	NAME CLARIFICATION	MKT

Prepared for: VILLAGE of WESTERN SPRINGS
KRISCH LAND SURVEYING, LLC
PROFESSIONAL DESIGN FIRM LICENSE NO. 184-004233
P.O. BOX 923 • PLAINFIELD, IL 60544 • Phone: 630.827.5588
Fax: 630.818.3818
SURVEYING - CONSULTING - CONSTRUCTION LAYOUT
Scale: 1"=20' (Drawn: *CHK:MLK* COX File: *END File:14-004*)



Exhibit "B"

**Letter of Agreement Between the Village of Western Springs
and the First United Methodist Church of Western Springs
In Regard to the Construction and Maintenance of a Public Sidewalk
Located Partially in the South Side of the 43rd Street Right-Of-Way
and Partially in the Sidewalk Easement Granted by the Church
on Its 4300 Howard Avenue Property**

(attached)

April 28, 2014

**Letter of Agreement
Between the Village of Western Springs and
the First United Methodist Church of Western Springs**

First United Methodist Church of Western Springs
4300 Howard Avenue
Western Springs, Illinois 60558
Attn: Ms. Christina Vosteen

Village of Western Springs
740 Hillgrove Avenue
Western Springs, Illinois 60558
Attn: William T. Rodeghier
Village President

Re: Construction and Maintenance of a Public Sidewalk Located Partially in the South Side of the 43rd Street Right-Of-Way and Partially in the Sidewalk Easement Granted by the First United Methodist Church of Western Springs on Its 4300 Howard Avenue Property

Corporate Approvals:

On April 24, 2014, the corporate authorities of the First United Methodist Church of Western Springs ("Church") took action to approve this Letter of Agreement and a Plat of Easement For Public Sidewalk in regard to the above referenced matter.

On April 28, 2014, the corporate authorities of the Village of Western Springs ("Village") approved Resolution No. 14-2268 in regard to the above-referenced matter, which granted the Village's approval of this Letter of Agreement and the Plat of Easement For Public Sidewalk. A copy of the final version of the Plat of Easement For Public Sidewalk is attached to Resolution No. 14-2268 as **Exhibit "A"**. A copy of the final version of this Letter of Agreement is attached to Resolution No. 14-2268 as **Exhibit "B"**.

Obligations of the Village:

1. The Village, at its cost, will retain a contractor to install a new public sidewalk within the sidewalk easement created by the above-referenced Plat of Easement For Public Sidewalk. The Village, at its cost, will be responsible for the future repair and maintenance of the public sidewalk installation, but this maintenance obligation does not include snowplowing or salting.
2. The Village, at its cost, will retain a contractor to install new public parking spaces within the south side of the 43rd Street right-of-way between Howard Avenue and Franklin Avenue. The Village, at its cost, will be responsible for the future maintenance of the public parking spaces.
3. As part of the sidewalk and parking space construction project, the Village's contractor will remove certain Church-owned landscape vegetation and grass, a portion of the existing handicap ramp and related railing, and certain exterior landscape lighting, which are located within the sidewalk easement or within the temporary access construction easement. The Village, at its cost, will be responsible for the restoration and replacement of the removed or disturbed portions of the landscape vegetation and grass with top soil and sod (unless the Church requests in writing another type of replacement material prior to the commencement of the work), the handicap ramp and related railing, and the exterior landscape lighting and related wiring. The exterior landscape lighting fixtures and related wiring will be relocated to an area immediately adjacent to and south

of the easement; any fixtures or wiring damaged by the Village's project will be replaced. The restoration and replacement work will be performed with like-kind and like-quality materials.

4. The work items described in Items 1., 2. and 3. above in regard to the Village construction project will be performed in accordance with all applicable laws and ordinances.

Obligations of the Church:

1. As of the date of final completion of the work items described in Items 1., 2. and 3. above under the Village's Obligations, the Church, at its cost, will be responsible for the future maintenance of the restored landscape vegetation and grass, all portions of the handicap ramp and related railing (the existing portions and the replaced portions), and the relocated or replaced exterior landscape lighting and related wiring.
2. The Church, at its cost, may relocate any portion of the existing landscape vegetation that are within the easement and the temporary access construction easement prior to the commencement of the work.
3. If the Church decides to install improvements of any kind in the sidewalk easement, the maintenance responsibilities for such improvements shall be the obligation of the Church.
4. If the Church decides to redevelop its 4300 Howard Avenue Property in a manner that proposes to remove or relocate some or all of the public sidewalk within the sidewalk easement, the Village and Church agree to negotiate the expansion, relocation or termination of the sidewalk easement in order to accommodate the relocation of the public sidewalk so as to maintain east-west pedestrian sidewalk access along the south side of the 43rd Street right-of-way between Howard Avenue and Franklin Avenue. If the public sidewalk is replaced or relocated, in whole or in part, as a result of a Church project, the removal costs of the existing sidewalk and the construction costs of the new sidewalk shall be the obligation of the Church.
5. The Church grants to the Village a temporary access construction easement on, under, across and over that portion of the Church's 4300 Howard Avenue Property located adjacent to the south side of the 43rd Street right-of-way between Howard Avenue and Franklin Avenue for purposes of allowing the Village and its contractor and subcontractors to enter onto the Property to construct the public sidewalk within the sidewalk easement and to complete the restoration and replacement work described in Items 1., 2. and 3. above under the Village's Obligations, including the staging of any equipment and materials necessary to perform and complete such work. The temporary access construction easement shall automatically expire on the date of final completion of the work items described in Items 1., 2. and 3. above under the Village's Obligations.

ABOVE TERMS APPROVED BY THE VILLAGE OF WESTERN SPRINGS:

BY: _____

Village President

DATE: April 28, 2014.

ABOVE TERMS APPROVED BY FIRST UNITED METHODIST CHURCH OF WESTERN SPRINGS:

BY: _____

Chairperson

DATE: May 7, 2014.

STATE OF ILLINOIS)
)
COUNTY OF C O O K) SS

CLERK'S CERTIFICATE

I, Jeanine M. Jasica, the duly elected and qualified Village Clerk of the Village of Western Springs, Cook County, Illinois, do hereby certify that attached hereto is a true and correct copy of the Resolution now on file in my office, entitled:

RESOLUTION NO. 14-2268

A RESOLUTION APPROVING PLAT OF EASEMENT FOR PUBLIC SIDEWALK AND A RELATED LETTER OF AGREEMENT BETWEEN THE VILLAGE OF WESTERN SPRINGS AND THE FIRST UNITED METHODIST CHURCH OF WESTERN SPRINGS IN REGARD TO THE CONSTRUCTION AND MAINTENANCE OF A PUBLIC SIDEWALK LOCATED PARTIALLY IN THE SOUTH SIDE OF THE 43RD STREET RIGHT-OF-WAY AND PARTIALLY IN THE SIDEWALK EASEMENT GRANTED BY THE CHURCH ON ITS 4300 HOWARD AVENUE PROPERTY

which was passed by the Village President and Board of Trustees of the Village of Western Springs at a regular meeting held on the 28th day of April, 2014, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 28th day of April, 2014.

I further certify that the vote on the question of the passage of the said Resolution by the Village President and Board of Trustees of the Village of Western Springs was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Village President and Board of Trustees of the Village of Western Springs, and that the result of said vote was as follows, to-wit:

AYES: Gallagher, Glowiak, Hansen, Horvath, Tymick, Word, President Rodeghier

NAYS: None

ABSENT: None

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Western Springs this 28th day of April, 2014.


Village Clerk

Attachment 3

ORDINANCE NO. 18-2934

VOTE: Passed by an omnibus vote.

Voting aye: Trustees Hanson, Allen,

Rudolph, Tyrrell and President

Gallagher.

Voting nay: None.

Absent: Trustees Siffermann and Tymick.

DATE: September 24, 2018

OTHER:

AN ORDINANCE APPROVING A CONDITIONAL
USE PERMIT FOR THE INSTALLATION AND
OPERATION OF AN EARLY CHILDHOOD
EDUCATION CENTER AT THE 4300 HOWARD
AVENUE PROPERTY.

WHEREAS, the LaGrange Area Department of Special Education (Executive Director: Ellie Ambuehl) (the "Applicant") has filed an application (the "Application") pursuant to Section 10-3-14, *et seq.* of the Western Springs Development Control Ordinance ("DCO") seeking a Conditional Use Permit for the installation and operation of an early childhood education center ("early childhood education center") (the "Zoning Relief"), at the 4300 Howard Avenue property (the "Property"), which currently is improved and used as a church owned by the First United Methodist Church of Western Springs (the "Property Owner"). The Applicant is an anticipated tenant of the Property and has filed the Application with the consent of the Property Owner. The legal description of the Property is set forth on **EXHIBIT "A"** attached hereto and made a part hereof; and

WHEREAS, if approved, the early childhood education center will be installed within and operated out of the church located on the Property. The Applicant will be the operator of the early childhood education center, which is a school use listed as a conditional use under Section 10-6-3(B) (R2 – Single Family Residence District; Conditional Uses) of Chapter 6 (Residential District Regulations) of Title 10 of the DCO. The Village's Comprehensive Land Use Plan designates the Property as "educational and institutional"; and

WHEREAS, the Applicant initially submitted an Application dated November 22, 2016, and then submitted an updated Application in 2018 with supporting documents, to petition for approval of the Zoning Relief, which included a cover letter signed by the Applicant's Executive Director, dated January 30, 2018, with further revisions dated May 1, 2018; a Traffic Plan for LADSE Communication Development and Phonological Classrooms at First United Methodist Church of Western Springs (undated) (the "Traffic Plan"); a First Floor Education Wing Floor Plan for the Property (undated); a Basement Level Education Wing Floor Plan for the Property (undated); a Location Plan with Zoning of the Property (undated); Photographs/Architectural Elevations for the Property (undated); the Applicant's List of Participating School Districts (undated); and LADSE / Drop Off and Pick Up Plan (undated); (collectively referred to as the "Site Plan and Development Plans"). The Site Plan and Development Plans are on file with the Village and are incorporated herein by reference as **GROUP EXHIBIT "B"** and made a part hereof; and

WHEREAS, pursuant to notice published in a newspaper and posted as required by State law and the Village Code, a public hearing was conducted on August 13, 2018 (the "Public Hearing"), by the Western Springs Plan Commission, to consider the requested relief sought in the Applicant's Application; and

WHEREAS, after closing the Public Hearing on August 13, 2018, the Plan Commission approved Recommendation No. 18-01 relative to the Applicant's Application, and the Plan Commission favorably recommended approval of the Zoning Relief and the Site Plan and Development Plans, subject to certain recommendations and conditions. A copy of Recommendation No. 18-01 is incorporated herein by reference as **EXHIBIT "C"** and made a part hereof; and

WHEREAS, the Village Board, at the September 10, 2018 Workshop Meeting and the September 24, 2018 Village Board Meeting, considered the findings and recommendations made by the Plan Commission in Recommendation No. 18-01 and approved and adopted the findings and recommendations of the Plan Commission set forth in Recommendation No. 18-01 (attached hereto as **EXHIBIT "C"**), and incorporate such findings and recommendations by reference into this Ordinance as if they were fully set forth herein; and

WHEREAS, in accordance with the authority granted by Sections 11-13-1 and 11-13-1.1 of the Illinois Municipal Code (65 ILCS 5/11-13-1 and 11-13-1.1) and Title 10 (Development Control Ordinance), Chapter 3 (Administrative Bodies and Procedures), Subsection 10-3-14 (Conditional Use) of the Western Springs Municipal Code of 1997, as amended, the President and Board of Trustees of the Village of Western Springs find that it is in the best interests of the Village to approve the Application, the Requested Zoning Relief, and the Site Plan and Development Plans, subject to the attached Exhibits and the conditions set forth in Section 3 below of this Ordinance.

BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: The Whereas paragraphs set forth above are material provisions of this Ordinance and are incorporated into this Section 1 by reference and made a part hereof.

SECTION 2: The President and Board of Trustees of the Village of Western Springs grant the following approvals relative to the Application, SUBJECT TO THE CONDITIONS SET FORTH IN SECTION 3 BELOW:

A. Approval of a Conditional Use Permit for the Applicant for the purpose of installing and operating an early childhood education center on the Property in accordance with the final version of the Village Board-approved Site Plan and the Development Plans.

SECTION 3: The approval of the Application and the Site Plan and Development Plans granted in Section 2 above are subject to the following:

A. Approval by the President and Board of Trustees of the final versions of the Site Plan and Development Plans, after amendments are made to address the plan reviews performed by the Village staff, the Village Engineer and the conditions required by the Village Board.

B. The installation of the early childhood education center and all on-site improvements shall be constructed in substantial conformance with the final version of the Site Plan and Development Plans, as approved by the Village Board, and shall conform to all applicable Village Codes and those of other applicable units of government, except as otherwise modified by this Ordinance and the Ordinance that approves the final version of the Site Plan and Development Plans.

C. The President of First United Methodist Church of Western Springs (Property Owner) and the Executive Director of the LaGrange Area Department of Special Education (Applicant), and their successors in interest, agree to execute the Acknowledgment Page attached to this Ordinance and to abide by the conditions, terms and provisions set forth in this Ordinance.

SECTION 4: The sections, terms, provisions and conditions of this Ordinance shall be severable, and if any section, term, provision or condition is found to be invalid or unenforceable for any reason by a court of competent, final jurisdiction, the remaining sections, terms, provisions and conditions shall remain in full force and effect.

SECTION 5: Any Ordinance, or portion thereof, in conflict with this Ordinance is repealed to the extent of such conflict. The terms, provisions and conditions set forth in this Ordinance, including those incorporated herein by reference, are covenants that run with the land and shall be released or amended only upon the written consent of the Village Board.

SECTION 6: This Ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

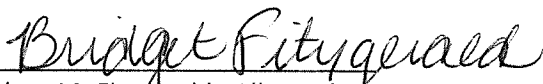
SECTION 7: A certified copy of this Ordinance shall be recorded against title to the Subject Property with the Cook County Recorder of Deeds Office ("CCRD") by the Village, at the Applicant's cost. The Village shall provide the Applicant with stamped copies of this Ordinance after it is filed with the CCRD.

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 24th day of September, 2018, and approved by the Village President on the same day.



Alice F. Gallagher, Village President

ATTEST:



Bridget M. Fitzgerald, Village Clerk

ACKNOWLEDGMENT AND AGREEMENT
TO COMPLY WITH THE CONDITIONS, TERMS AND PROVISIONS
SET FORTH IN WESTERN SPRINGS ORDINANCE NO. 18-?????



First United Methodist Church of Western Springs (Property Owner)

By: [Signature]
Name: DAVID STONE
President

By: Lauren Cantore Gonzalez
Name: Lauren Cantore Gonzalez
Notary Public

Date: 10-4-18

Date: 10/9/2018
Commission Expires: 5/16/22

LaGrange Area Department of Special Education (Applicant)

By: [Signature]
Name: Ellie Ambuehl
Executive Director

By: Therese M. McGann
Name: Therese M. McGann
Notary Public

Date: 10/3/18

Date: 10-3-18
Commission Expires: 12-4-18



JURAT/AFFIDAVIT CERTIFICATE

State of Illinois

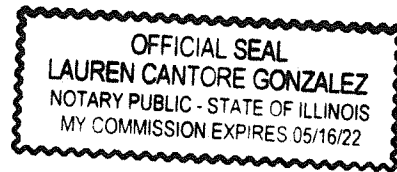
County of DUPAGE

Signed and sworn (or affirmed) to before me on October 9th 2018 (date) by

DAVID STONE (name of person) as TRUSTEE CHAIR

(type of authority) of 1st UNITED METHODIST CHURCH (name of party on behalf
of whom instrument was executed).

(seal)



signature of notary public

This certificate is attached to a document dealing with/entitled zoning for
1st-united church.

EXHIBIT "A"

Legal Description:

LOTS 1, 8, AND 9 IN BLOCK 26 IN "FIELD PARK", A SUBDIVISION OF THE WEST 5/8 OF THE WEST HALF OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PIN Numbers: 18-05-302-001-0000
 18-05-302-018-0000
 18-05-302-002-0000

Common Address: 4300 Howard Avenue
 Western Springs, Illinois 60558

GROUP EXHIBIT "B"

Application dated November 22, 2016, and updated in 2018 with the following supporting documents:

- Cover letter signed by the Applicant's Executive Director, dated January 30, 2018;
- Traffic Plan for LADSE Communication Development and Phonological Classrooms at First United Methodist Church of Western Springs (undated);
- First Floor Education Wing Floor Plan for the Property (undated);
- Basement Level Education Wing Floor Plan for the Property (undated);
- Location Plan with Zoning for the Property (undated);
- Photographs/Architectural Elevations for the Property (undated);
- Applicant's List of Participating School Districts for the Property (undated); and
- LADSE / Drop Off and Pick Up Plan (undated).

(on file with the Village and incorporated by reference and made a part hereof)

1301 W. Cossitt LaGrange, IL 60525
 Phone: 708.354.5730 Fax: 708.354.0733 TTY: 708.352.5994
 www.ladse.org

Dr. Sheri Wernsing
 Executive Director

January 30, 2018

To Whom It May Concern:

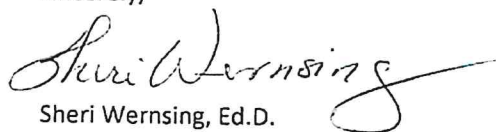
I am writing on behalf of LADSE, the LaGrange Area Department of Special Education, in partnership with the First United Methodist Church of Western Springs. Our partnership is based on a mutual desire to serve the public—in this instance we serve three to five-year old children who have communication-based disabilities.

LADSE itself is a partnership of fifteen school districts. Thirteen are elementary districts and two are high school districts. LADSE employs approximately 290 people to work with or on behalf of students in public schools. Most personnel are employed for the purpose of providing direct services to students in district classrooms, but LADSE also hosts approximately twenty elementary classrooms for students with disabilities. Most of these classrooms are located in public schools that provide same-age peers and include our students in activities available to all students in general education settings. In contrast, the three classrooms hosted at First United Methodist Church (FUMC) are for young students, all of whom have other opportunities for being part of a more traditional community or school-based setting. Most of our students at FUMC attend this site for only a half day, and either two or five days per week.

The spaces at FUMC are critical to LADSE. Member districts do not have three additional rooms to rent us for the purpose of hosting them. The church has three rooms that are available to us and church leaders believe these classrooms support the church's mission as well as providing a small amount of revenue through our user agreement.

I request that the Village of Western Springs approve our joint request for a conditional use permit, allowing LADSE to operate up to three classrooms in that facility through the 2018-2019 school year.

Sincerely,



Sheri Wernsing, Ed.D.
 Executive Director

Supporting education for all children in the community school districts:

53 Butler	94 Komarek	102 LaGrange	107 Pleasantdale
61 Darien	95 Brookfield-LaGrange Park	103 Lyons	204 Lyons Township High School
62 Gower	96 Riverside	105 LaGrange South	208 Riverside Brookfield High School
92 1/2 Westchester	101 Western Springs	106 LaGrange Highlands	

Committed to excellence... Improving outcomes for all students

Beliefs

We believe that...

-
- All students are entitled to a safe, inclusive learning environment where they are respected and valued for their unique talents, experiences, and needs, where appropriate programs and supports result in successful, fulfilling school and life experiences.
 - Evidence-based practices and data-based decisions made through a formal problem-solving process improve student learning and achievement.
 - Timely intervention to address identified needs maximizes the opportunity for student success.
 - Collaborative partnerships among home, school, and community result in positive outcomes.
 - Employing highly-qualified, dedicated staff is essential to achieving positive student outcomes.
 - Quality professional development related to evidence-based practices is necessary to keep the organization fluid and moving toward positive outcomes.

Vision

LADSE is a special education cooperative that collaborates with its member districts to provide high-quality, evidence-based programs and services that result in positive outcomes for students.

Mission

LADSE will serve its member districts, responding to their collective needs, by...

-
- providing vision-driven leadership in educating diverse learners
 - offering a continuum of quality programs and services that result in positive student outcomes and successful transitions to adult life
 - offering high-quality and timely professional development to LADSE and district staff
 - managing available fiscal and personnel resources to ensure the highest value for all concerned

**APPLICATION FOR
CONDITIONAL USE PERMIT**

To: Patrick R. Higgins
Village Manager
Village of Western Springs
740 Hillgrove Avenue
Western Springs, Illinois 60558

Petitioners submits this Application and its supporting documents to petition the Corporate Authorities for approval of certain zoning relief in order to operate an early childhood education center of approximately 1200 square feet in size located in the lower level of the Methodist Church in accordance with a Preliminary Plan (attached hereto) on the below described property ("Property"). Based on the regulations set forth in the Village's Development Control Ordinance ("DCO"), certain parts of the requested zoning relief will have to be considered by the Plan Commission and the Village Board as noted below.

Applicant: LaGrange Area Department of Special Education, LADSE
1301 W. Cossitt Ave.
LaGrange, Illinois 60525
(Central Office)

Subject Property Address: First United Methodist Church
4300 Howard Ave.
Western Springs, Illinois

Legal Description: LOTS 1, 8, AND 9 IN BLOCK 26 IN "FIELD PARK", A SUBDIVISION OF THE WEST 5/8 OF THE WEST HALF OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

P.I.N.: 18-05-302-001, 18-05-302-018 & 18-05-302-002.

Lot Size: 31,506 sq.ft.

Current Zoning District: R-2 Single Family District

Zoning Relief Requested: Conditional use permit to allow an early childhood education center of approximately 1200 square feet in size (2-3 classrooms). Pursuant to Section 10-6-3(B) of the DCO a school is listed as a permitted conditional use under the R-2 District regulations. Pursuant to Section 10-3-6(B) of the DCO, the Plan Commission conducts the required public hearing and makes a recommendation to the Village Board, which has the final authority to grant approval of a conditional use permit.

INTRODUCTION

In addition to the narrative provided, per the Village Code we have answered the guidelines relating to all zoning relief required for approval. We believe that the request is worthy of approval and will continue to be an asset to the Village. The LaGrange Area Department of Special Education (LADSE) exists for the purpose of assisting its member districts in the education of students who have or are at-risk of disabilities. LADSE's request is to use the First United Methodist Church property for the purpose of educating up to 60 young students between the ages of three (3) to five (5) in two Communication Disordered (CD) classrooms and one Phonological classroom each week. It is important to note that only 17 to 25 students are typically in attendance at any one point in time. This is because most students attend half-day classes, morning or afternoon, five days per week. Other students attend 2 hours per day, morning or afternoon, four days per week (Monday through Thursday). Students are served by three teachers, many 1:1 paraprofessionals, and itinerant staff (e.g. speech-language pathologists or occupational therapists) who come for short periods of time. Students come to this program from any of LADSE's 13 elementary districts but only after educators complete evaluation and planning procedures in cooperation with their parents. Students in LADSE's CD classes exhibit communication and social skills deficits and respond well to highly structured classroom routines. Students in the Phonological class exhibit only a severe inability to be understood when they speak. LADSE personalizes the educational experiences of all students.

One LADSE member district, Western Springs District 101, recently used this facility for a similar purpose. District 101 successfully held classes for early childhood students at this location between the years of 2010 and 2014. The educational purpose of these classrooms is consistent with the ideals found in the Western Springs community and with the community-based mission of this church.

The Property is currently zoned R-2 Single Family Residence District and is surrounded by: (a) Field Park Elementary School to the east, which is also zoned R-2, (b) row homes and the future Music Makers facility to the south which are zoned SFA Single Family Attached and C-1 Village Center Commercial District, respectively, and (c) single family homes to the north which are zoned R-2 Single Family Residence.

The Village's Official Land Use Plan dated February 24, 2003 designates the property as "educational and institutional." Page 20 of the Plan, titled "Public and Institutional Land Use Policies," Section 3 states that the Village should remain cognizant of the needs of religious and assembly uses within the Village, and work with them to ensure of their ability to function effectively. Further, the Section titled "Public and Institutional Land Use Recommendations," Section 1 states that if the property should become available directly adjacent to a municipal, institutional, park, or open space use within the Village, consideration should be given to expanding these facilities, as needed. While the request is not an "expansion," it is a logical partnership given the proximity of the two institutions, with the express purpose of serving the Community.

Estimated Traffic Generation

We estimate that our daily morning and afternoon traffic generation will be between six and ten small school busses each and up to four (4) cars driven by parents who transport their own children. Busses stop for up to five minutes for loading and unloading students in front of the church on 43rd Street. Busses wait in staging areas either on block west of the church on 43rd Street or on Franklin Avenue near 43rd Street. Teachers and other full-time professionals park in

angled spots so that cars remain stationary during the school day. Parents park on Franklin Avenue or in angled parking when dropping off or picking up their children. No car is permitted to back up when busses are parked on 43rd street in front of the church. This safety measure prevents all drivers from interfering with bus activity. One teacher observes bus loading and unloading while paraprofessionals escort students between busses and their classrooms. At least one teacher and multiple paraprofessionals remain in the classrooms in order to supervise students during these times.

Traffic related to LADSE staff includes automobiles for three (3) teachers and approximately 10 paraprofessionals who require parking for the entire school day. Additional staff members include half-time paraprofessionals, and itinerant speech-language pathologists, occupational and physical therapists, and the LADSE supervisor (i.e., Colleen Brown). These individuals require short-term parking for the purpose of providing services to students and teachers. Staff who park full-day are encouraged to park in the angled parking. Itinerant staff are instructed to park on Franklin but one block North or South of the church. A list of traffic and parking requirements was developed for use by LADSE staff, by the Grand Prairie Transit bus company, and by parents who transport their own children to and from school in this location. The list is attached to this application.

LADSE's classroom times were adjusted to minimize overlap with traffic at Field Park Elementary School and McClure Junior High School. Specifically, bus drop-off times begin at 8:45 for students in the two CD classes and end just prior to the 9:30 beginning time of the Phono classroom (6 busses). Morning pick-up (exit) times begin at 11:15 and end between 11:45 and noon (10 busses). Drop-off begins at 12:15 for afternoon classes that begin at 12:30 (8-10 busses). Pick-up begins at 2:30 for students exiting the three classrooms (8-10 busses).

The existing traffic pattern and associated parking restrictions were modified in cooperation with the Village and Western Springs Police Department in 2010 as part of the planning associated with alleviating anticipated traffic, parking, and safety concerns. Due to the proactive approach taken to manage traffic and parking in this area, we respectfully request a waiver of the Estimated Traffic Generation Report.

Existing Lighting and Landscaping Plans

The existing lighting and landscaping improvements serve the church/school needs in regards to this usage request. No changes are intended.

CONDITIONAL USE PERMIT STANDARDS

Pursuant to Section 10-3-14(G) of the DCO, the following Standards need to be satisfied in order for the Village Board to approve a Conditional Use Permit:

- 1. That the establishment, maintenance, or operation of the conditional use will not be detrimental to, or endanger the public health, safety, morals, comfort, or general welfare.**

(The establishment, maintenance, and operation of the early childhood education center will not be detrimental to, or endanger the public health, safety, morals, comfort, or general

welfare. *In fact, the site will enhance this community by allowing for a coordinated program that personalizes services needed to meet the individual learning needs of young children in the LADSE community. It is important to note that the LADSE community includes Western Springs.*)

2. **That the conditional use will not be injurious to the uses and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood in which it is to be located.**

(The existing operation of the early childhood education center confirms that the center will not be injurious to the uses and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood in which it is to be located.)

3. **That the establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.**

(The establishment of the early childhood education center will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district. The other adjacent properties are almost entirely non-residential, fully developed, and being used for worship, education and commercial/office purposes.)

4. **That adequate public utilities, access roads, drainage and/or necessary facilities have been or will be provided.**

(Adequate public utilities, access roads, drainage and/or necessary facilities are present at the Property presently.)

5. **That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.**

(The attached Traffic Plan for LADSE Communication Disordered Classrooms at First United Methodist Church describe the efforts made by LADSE and its contracted provider of special transportation services, i.e., Grand Prairie Transit. LADSE has more than a twenty-year history of contracting with this busing company. This long-standing relationship supports effective problem solving and rapid response times. Redirecting the bus drop-off and pick-up location addresses our request to minimize bus standing time in front of the church and maximizing safety for all students.) All students are ambulatory.

6. **That the proposed conditional use is not contrary to the objectives of the current comprehensive plan for the Village of Western Springs.**

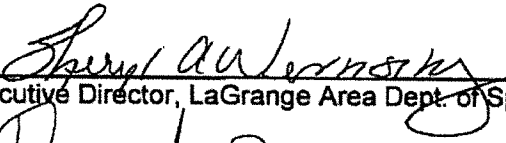
(The early childhood education center is not contrary to the objectives of the current comprehensive plan.)

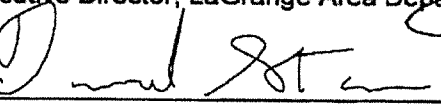
7. That the conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified pursuant to the recommendations of the plan commission and approved by the village board.

(The operation of the early childhood education center will conform to the applicable regulations of the R-2 District, except as such regulations may be modified pursuant to the recommendations of the Plan Commission and approved by the Village Board.)

CONCLUSION

Petitioners request that the Corporate Authorities approve the zoning relief requested above so that a center can be allowed to continue operating on the Property. Petitioners further request permission to operate through the 2019-2020 school year.

By:  Date: Jan. 31, 2018.
Executive Director, LaGrange Area Dept. of Special Education

By:  Date: 1-31 2018

Trustee, Dave Stone, First United Methodist Church

EXHIBITS TO APPLICATION

Exhibit "A" – First United Methodist Church First Floor Education Wing Floor Plan

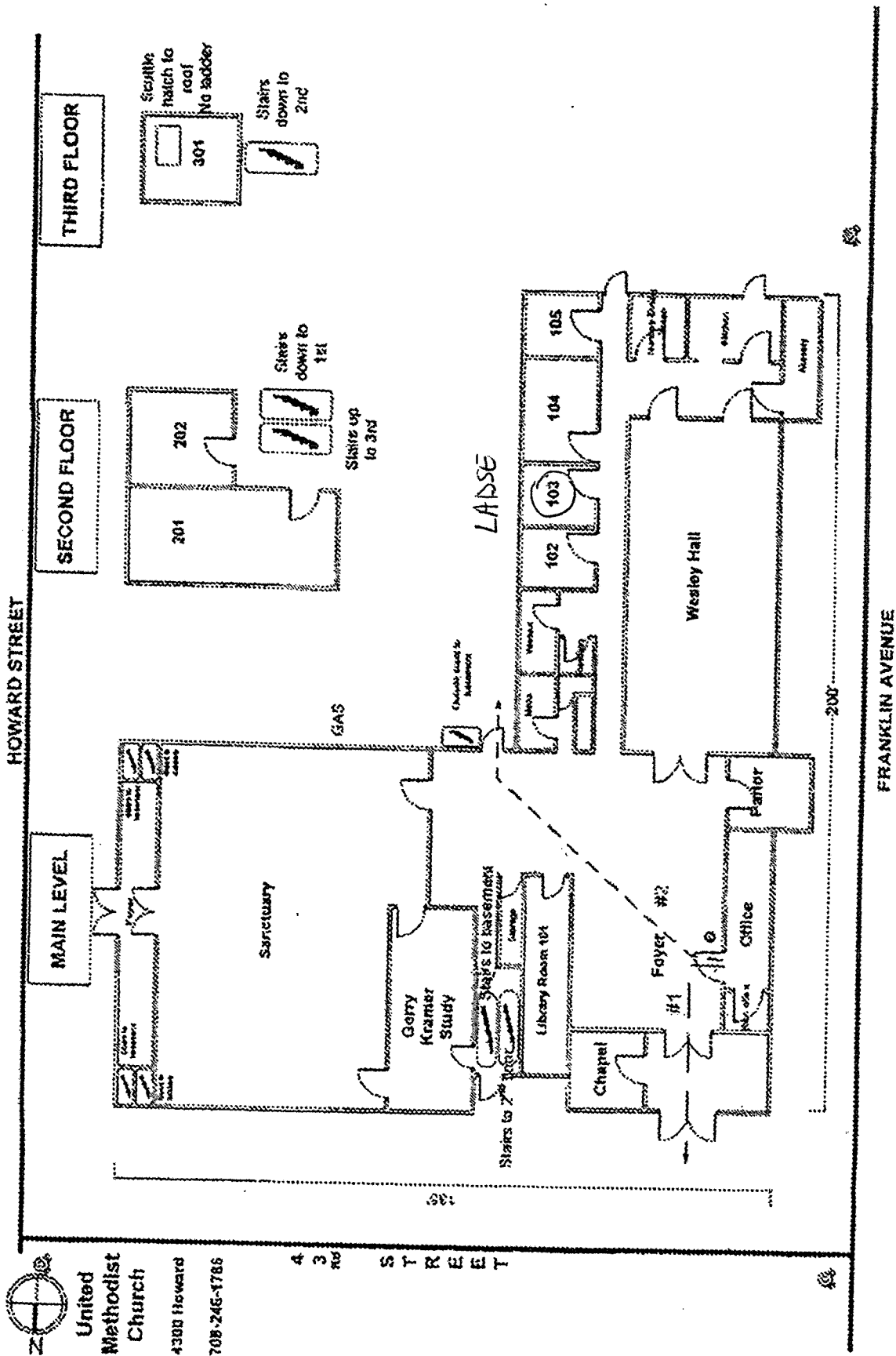
Exhibit "B" – First United Methodist Church Basement Level Education Wing Floor Plan

Exhibit "C" – Location Plan With Zoning

Exhibit "D" – Photos/Architectural Elevations

Exhibit "E" – Traffic Plan for LADSE Communication Disordered Classrooms at First United Methodist Church

Exhibit "F" - List of LADSE Districts



B

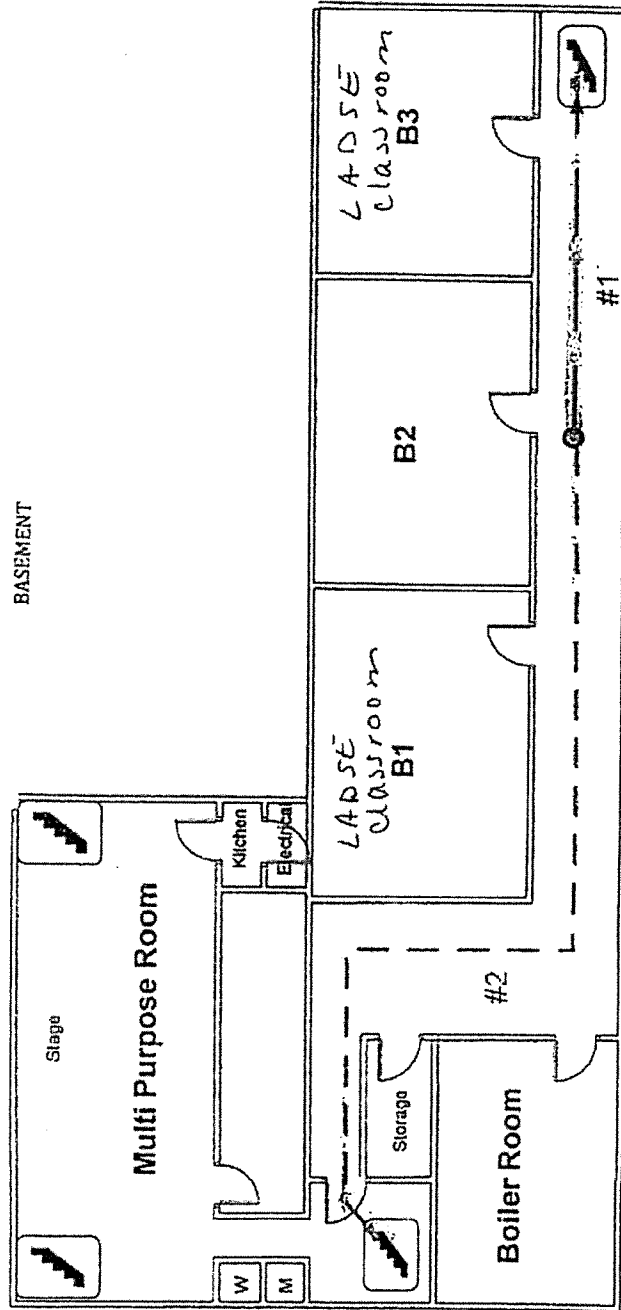
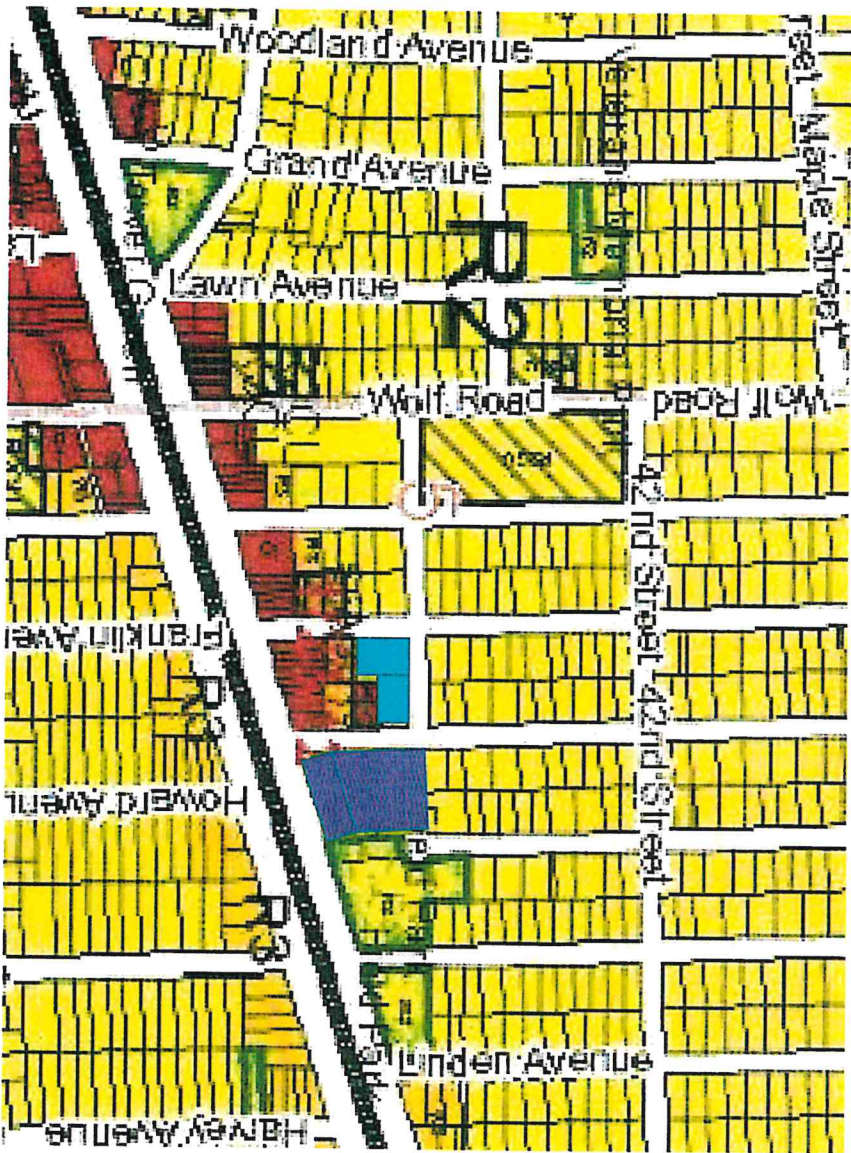


Exhibit C – Location plan with zoning



- Subject property
- Field Park School

Surrounding properties:

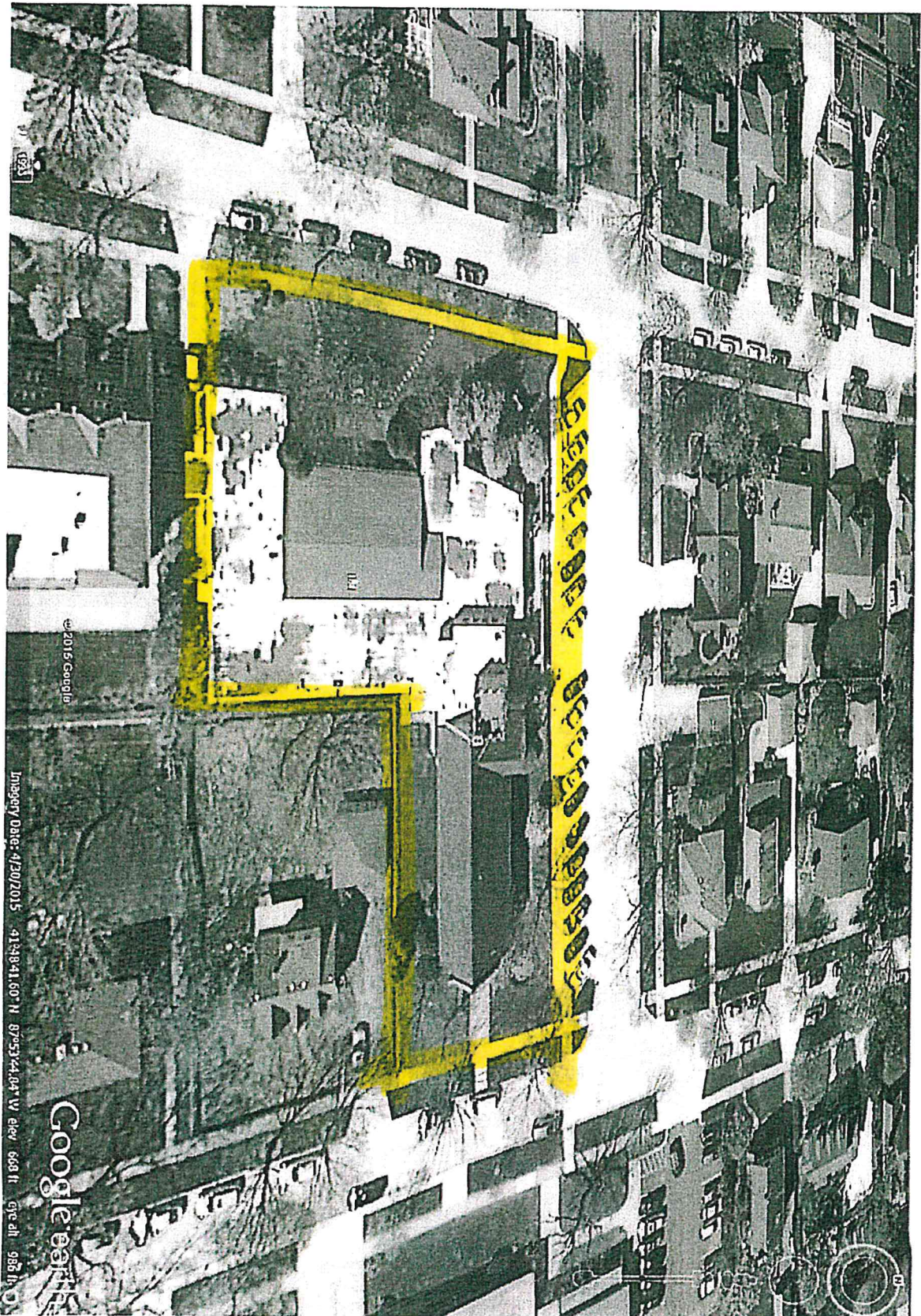
- C-1 (commercial) and SFA (single family attached) to the south
- R-2 (residential) to the north and west
- R-2 (residential) to east (Field Park School)



First United Methodist Church

Exhibit "D"

- BOUNDARY OF CHURCH PROPERTY



E

Traffic Plan for LADSE Communication Development and Phonological Classrooms At First United Methodist Church in Western Springs

Busses:

Drop-off and pick-up will continue on 43rd Street in front of the main entrance to First United Methodist Church, behind cars parked in the angled spots. Bus drivers should follow all standard safety rules associated with drop-off and pick-up and aim to spend no more than five minutes in this location. Cars remain stationary once parked in the angled parking on 43rd Street so they do not interfere with bussing.

Park on Franklin Avenue or on 43rd Street, one block West of the church, while waiting to drop-off or pick up students. These are approved staging areas.

Students will be greeted and escorted into the building by a paraprofessional. The paraprofessional will sign-off on the time and attendance sheet provided by Grand Prairie. If there is no time and attendance sheet, they will sign a route sheet to show which students were taken off or put on each bus and at what time. The same procedures will occur in reverse when picking-up students to leave school.

A teacher will observe and supervise drop-off and pick-up procedures, reporting problems to LADSE.

Parents:

You may use the angled parking in front of the church on 43rd street for short-term drop-off and pick-up, but avoid the spots directing in front of the church entrance where busses will be transporting students. You may not back out/up when busses are parked for either drop off or pickup of students.

Full-time Staff:

Park in the angled parking on 43rd Street or on Franklin. If parking on Franklin, observe signs that govern time of day and/or time limits. Once parked, cars must remain stationary until the last bus departs.

Paraprofessional escort students to and from classrooms, sign/initial next to student names, and report problems to teachers.

Teachers share daily supervision responsibilities in the classrooms and near the busses and report problems to program supervisor, Colleen Brown.

Part-time or Itinerant Staff:

Park on Franklin, preferably one block North or South of the church to allow for staging of busses. Observe parking signs.

Assist with supervision of students if you are assigned to do so by your supervisor and immediately report concerns to your LADSE supervisor.

Updated 1/31/18

Bus Schedule for First United Methodist Church

Time	Number of Buses	Duration	Notes
8:45-9:30	6	10 min. ea.	
11:15-11:45	10	10 min. ea.	
12:15-12:30	8-10	10 min. ea.	
2:30-2:55	10	10 min. ea.	

List of Elementary Districts Belonging to LADSE

Butler, District 53

Darien, District 61

Gower, District 62

Westchester, District 92.5

Komarek, District 94

Brookfield-LaGrange Park, District 95

Riverside, District 96

Western Springs, District 101

LaGrange, District 102

Lyons, District 103

LaGrange South, District 105

LaGrange Highlands, District 106

Pleasantdale, District 107

LADSE – Drop Off/Pick Up

School Day
Operations

Students arrive:

8:45 – 4 buses

11:30 – 3 buses

Students depart:

12:30 – 2 buses

2:55 – 2 buses

Each student is met by a paraprofessional (teacher/aide) and brought directly into the school



Small bus drop
off location

Teacher
Parking

7



05/02/18

Marty Scott
Director of Community Development

PRESIDENT

Alice Gallagher

TRUSTEES

Sheila Hansen

Edward Tymick

Berry Allen

Heidi Rudolph

William Siffermann

James Tyrrell

CLERK

Bridget Fitzgerald

MANAGER

Ingrid Veikme

DIRECTORS

Tracy Alden

Grace Turi

Pat Schramm

Martin Scott

Matthew Supert

Patrick Kenny

Brian Budds

Ellen Baer

LADSE and First United Methodist Church Traffic Plan

The Police Department has reviewed the conditional use application for LaGrange Area Department of Special Education (LADSE) to continue functioning within the First United Methodist Church. Our Department was asked to analyze the additional traffic related to LADSE. This was accomplished through field observations, meeting with LADSE staff, and conversations with the Community Development staff. The findings include the following:

- The traffic generated by LADSE includes, but is not limited to; school buses, teachers, paraprofessionals, and parents. The teachers park in the 43rd Street angled parking and nearby streets and remain in place throughout the day. Some parents choose to drop off their children. This is done by parking on nearby streets (e.g. Franklin, 43rd Street, etc.) and walking the child to the school until a teacher meets them. The majority of students arrive by bus at various times of day depending on their schedule. The bus schedule indicates approximately 34 to 36 buses per day. Our observations have indicated that the number of buses for each drop off/pick up period is actually slightly less in most cases. In our observations, buses were parked for a short time, and in most cases less than 5 minutes. We are aware that the number of buses can vary depending on the day, enrollment, and other factors. The bus schedule is an estimate for the busiest of school days.
- Past improvements to 43rd Street, including new parking restrictions for the north side of the street and a wider street design, have contributed to more efficient traffic flow and parking in the area. The parking restrictions were implemented following the initial review of the Music Makers project on Howard Avenue. The purpose was to eliminate school day parking along the north side of the street to allow safer traffic patterns for drivers near the school. The wider street design allows for vehicles parking in the diagonal spaces along the south side of 43rd Street to be fully off the street. In the past, a significant portion of vehicles parked in this location extended into the street. The new design makes the traffic flow and parking much safer.
- The LADSE Traffic Plan and bus schedule explain the comprehensive approach to parking, drop off, and general traffic flow. This system appears to work efficiently throughout the year.
- The Police Department has worked successfully with District 101 in the past and can achieve the same success with LADSE to ensure the safety of students and the public. For example, LADSE's classroom times were adjusted to minimize overlap with District 101's activities.

with traffic at Field Park Elementary School and Mc Clure Junior High School. The Department recommends the following improvements:

- Buses can stage on 43rd Street, Franklin Avenue, or on Hillgrove Avenue as they prepare for pick-up of students. The staging should be limited to two buses per location in order to not cluster in one location. If necessary, Hillgrove Avenue, west of Field Park School can be a possible alternative to a staging location when parking spaces along the north side are available.
- Parents picking up students must be educated in regards to the appropriate parking spaces along 43rd Street and adjoining streets. This can be completed with in-person conversations and instructional flyers.
- As a reminder, the bus drivers should be provided instructions at least twice per year, in writing, from LADSE regarding staging procedures.

Thank you,

Daniel M. Albrecht

Daniel M Albrecht

Deputy Chief of Police



JAMES J. BENES AND ASSOCIATES, INC.

950 Warrenville Road ▪ Suite 101 ▪ Lisle, Illinois ▪ 60532

Tel. (630) 719-7570 ▪ Fax (630) 719-7589

MEMORANDUM

Date: June 25, 2018

To: Martin A. Scott
Director of Community Development

From: James J Benes and Associates, Inc.
Daniel H. Schoenberg, PE
Project Engineer

Re: LADSE Application for Conditional Use Permit
Job No. 1540.065

As directed, we reviewed the application for conditional use permit for LaGrange Area Department of Special Education (LADSE) to conduct activities within the First United Methodist Church. We also reviewed the Traffic Plan dated May 2, 2018.

Existing Conditions

There is currently stop sign control for the 43rd Street approaches to the 43rd-Franklin intersection. There are parking restrictions, both weekday morning restrictions and time-limited parking on the streets near the church. We understand there have been no recorded crashes at the 43rd-Franklin intersection in the last five years. Recently the Transportation and Safety Commission concluded no further traffic control devices were needed at the intersection except for advisory signs to remind parkers to keep at least 20' from the crosswalks per the Rules of the Road.

Proposed Impact

The application predicts 3-6 buses before and after classes and perhaps four cars with parents picking up or dropping off students. Recent 12 hour intersection counts suggest 43rd and Franklin are performing as local streets, so the impact of these trips is minimal. Unlike other scholastic settings, the buses are small and do not stage for long times. They can be deployed at multiple sites to minimize disruption in any one area.

We have insufficient information by which to evaluate the adequacy of nearby parking. The report says about a dozen long-term parked vehicles are associated with this land use. We understand the Police Department has observed only compliant parking in the neighborhood, except where the advisory signs will be posted.

With this information, the traffic impact of the proposed conditional use should be minimal.

--END--

43rd Street – Franklin Ave
Stop Sign Warrants
Western Springs, Illinois
May 10, 2018

EXHIBIT "C"

**Western Springs Plan Commission
Recommendation No. 18-01**

(on file with the Village and incorporated by reference and made a part hereof)

VILLAGE OF WESTERN SPRINGS PLAN COMMISSION REPORT AND
RECOMMENDATION NUMBER 18-01

PLAN COMMISSIONERS PRESENT:

Jocelyn Brumbaugh, Peter Glimco, Roger Hendrick, Dennis Kelly, Michele Johan
and Scott McNaughton

ABSENT: *Peter Hanson.*

DATE: August 13, 2018

FINDINGS AND RECOMMENDATIONS TO THE VILLAGE PRESIDENT AND
BOARD OF TRUSTEES OF THE VILLAGE OF WESTERN SPRINGS

Re: Approval Of (1) Conditional Use Permit for the installation and operation of an early childhood education center ("early childhood education center") (the "Zoning Relief"), at the 4300 Howard Avenue property (the "Property"), which currently is improved with and used as a church by its owner, the First United Methodist Church of Western Springs (the "Property Owner").

Applicant: LaGrange Area Department of Special Education ("Applicant") (The Applicant is an anticipated tenant of the Property and has filed the Application with the consent of the Property Owner.)

Property Owner: First United Methodist Church of Western Springs ("Property Owner")

Property: 4300 Howard Avenue, Western Springs, Illinois 60558

Current Zoning: R2 – Single Family Residence District

I. Findings – The Application and Public Hearing

A. The Applicant, an intergovernmental cooperative, has filed an application (the "Application") pursuant to Section 10-3-14 (Conditional Uses) of the Western Springs Development Control Ordinance ("DCO") seeking a Conditional Use Permit for the installation and operation of an early childhood education center ("early childhood education center") (the "Zoning Relief" or "Requested Relief" or "Requested Use"), at the 4300 Howard Avenue property (the "Property"), which currently is improved with and used as a church by its owner, the First United Methodist Church of Western Springs (the "Property Owner"). The Applicant is an anticipated tenant of the Property and has filed the Application with the consent of the Property Owner. The legal description of the Property is set forth on Exhibit "A" attached hereto and made a part hereof.

B. The Property is located in the R2 – Single Family Residence District, and the early childhood education center, which is a school use, is listed as a "permitted" conditional use under Section 10-6-3(B) (R2 – Single Family Residence District; Conditional Uses) of the DCO.

C. The Applicant initially submitted an Application dated November 22, 2016, and then submitted an updated Application in 2018 with the following documents for consideration and approval contained in the Application:

- Application Exhibit "1":** Cover letter signed by the Applicant's Executive Director, dated January 30, 2018
- Application Exhibit "2":** Traffic Plan for LADSE Communication Development and Phonological Classrooms at First United Methodist Church of Western Springs (undated)
- Application Exhibit "3":** First Floor Education Wing Floor Plan for the Property (undated)
- Application Exhibit "4":** Basement Level Education Wing Floor Plan for the Property (undated)
- Application Exhibit "5":** Location Plan with Zoning for the Property (undated)
- Application Exhibit "6":** Photographs/Architectural Elevations for the Property (undated)
- Application Exhibit "7":** Applicant's List of Participating School Districts for the Property (undated)
- Application Exhibit "8":** LADSE / Drop Off and Pick Up Plan (undated)

The Application and Exhibits are on file with the Village and are incorporated herein by reference as **Group Exhibit "B"** and made a part hereof.

The Affidavit of Publication of Public Hearing and the Affidavit of Posting of Signage for Public Hearing prepared by Martin Scott are attached as **Group Exhibit "C"** and made a part hereof.

D. The Village's Code Officer, Martin Scott, has submitted a report dated August 13, 2018 ("Scott Report") that reviews the Application and the applicable provisions of the DCO and the Village's Comprehensive Land Use Plan, recommends approval of the Requested Relief and concludes that the Application and Requested Relief meet the applicable provisions of the DCO, and are generally consistent with the provisions of the Comprehensive Land Use Plan (adopted February 24, 2003, as amended on August 22, 2011). The Scott Report is on file with the Village and is incorporated herein by reference as **Group Exhibit "C"** and made a part hereof.

E. Pursuant to notice published in a newspaper and posted as required by the applicable provisions of State law and as required by the applicable provisions of the Western Springs Municipal Code of 1997, as amended, and Section 11-13-14 of the Illinois Municipal Code (65 ILCS 5/11-13-14), a public hearing was conducted on August 13, 2018 (the "Public Hearing"), by the Western Springs Plan Commission, to consider the Requested Relief sought in the Applicant's Application.

F. During the Public Hearing, the Plan Commission heard testimony from: the Applicant and its consultants, certain Interested Parties (members of the public), and the Village staff and its consultants. The Plan Commission reviewed and accepted into the record as **Group Exhibit "D"** (which are incorporated herein by reference) the following documents submitted by the Applicant and its consultants, certain Interested Parties, and the Village staff and the Village's consultants:

The following individuals testified on behalf of or in favor of the Application: Jesse Averblad (neighbor and member of the First United Methodist Church).

The following individual testified in opposition to the Application: Chris Gavlan, a neighbor, testified that she was supportive of the Applicant's programs, but that there have been long-standing problems with bus traffic serving the programs, as the buses cue in front of her house generating noise, fumes and exhaust and make it difficult to get into and out of her driveway. Also, Ms. Gavlan stated that the "no parking" signage is not enforced by the Village in this area and is violated by parents whose children attend the program and the School District 101 facility.

G. It is the statutory duty of the Plan Commission to conduct public hearings to review and issue a report and recommendation on all proposed subdivisions and conditional uses/planned developments.

H. While considering the Application and the Requested Relief, the Plan Commission also considered the following documents, which are incorporated by reference into this Recommendation as Group Exhibit "E":

- (1) Official Zoning Map of the Village.
- (2) Western Springs Municipal Code of 1997, as amended, including the DCO.
- (3) Village's Official Land Use Plan adopted by Ordinance Number 03-2226 dated February 24, 2003, as amended by Ordinance Number 11-2643 dated August 22, 2011 (2011 Western Springs Downtown Redevelopment Plan).
- (4) Memorandum dated August 13, 2018 prepared by Marty Scott (Community Development Director).
- Memorandum dated June 25, 2018 prepared by James J. Benes and Associates, Inc. (Village Engineer).
- (5) Village Letter dated May 2, 2018 regarding Traffic Plan for LADSE Communication Development and First United Methodist Church of Western Springs.

R. The Application, all of the above-mentioned Exhibits, this Recommendation and each of the documents that were accepted into the record during the Public Hearing by the Plan Commission were incorporated into the court reporter's transcript of the Public Hearing proceedings as transcribed by Pamela Cosentino, CRS of the County Court Reporters, Inc. The transcript is incorporated herein by reference as Group Exhibit "F" and made a part hereof. Copies of the above transcript and Exhibits are on file with the Village.

II. Findings of Fact

Based upon the Application, the testimony of the individuals at the Public Hearing, and the exhibits and other evidence accepted into the record of the Public Hearing, the Plan Commission makes the following findings of fact relative to: (1) the seven conditional use Standards (Subsection 10-3-13G (Conditional Use; Standards) of the DCO); and (2) the Applicant's Requested Zoning Relief.

A. Conditional Use Standards

Under the DCO, it is the Applicant's obligation to provide evidence to satisfy each of the seven (7) Conditional Use Standards (Subsection 10-3-14G (Conditional Uses; Standards)) of the DCO. Based on the Application and the evidence produced during the Public Hearing, the Plan Commission makes the following finds in regard to each of the Conditional Use Standards:

1. **That the establishment, maintenance or operation of the conditional use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.**

The Plan Commission finds that the Requested Use, as a conditional use in accordance with the Application, will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare because the proposed improvements do not involve any land uses that are noxious or inherently dangerous or inconsistent with the permitted and customary residential or conditional uses of the adjacent residential areas. The Applicant seeks to install an early childhood education center within a pre-existing church. This school use is a listed conditional use under Section 10-6-3(B) (R2-Single Family Residence District; Conditional Uses) of the DCO.

2. **That the conditional use will not be injurious to the uses and enjoyment in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood in which it is to be located.**

The Plan Commission finds that the Requested Use will not be injurious to the uses and enjoyment in the immediate vicinity. The Application offers a site plan, which is consistent with the purposes and objectives of the Comprehensive Land Use Plan and the DCO. The exterior of the Church will not be altered. The Applicant will use the existing structure and install an early childhood program within the Church. The Plan Commission further finds that the Applicant will not substantially diminish and impair property values within the surrounding residential area.

3. **That the establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.**

The Plan Commission finds that the granting of a conditional use for the Requested Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in those zoning districts. In addition, the Requested Use is consistent with the R2 – Single Family Residence District regulations.

4. **That adequate public utilities, access roads, drainage and/or necessary facilities have been or will be provided.**

The Plan Commission finds that adequate public utilities, access roads, drainage and/or necessary facilities already exist to serve the Property. To the extent additional improvements are needed, they will be provided as part of the operation of the Requested Use. The submitted Traffic Plan explains the Applicant's plan to manage the additional traffic generated by the early childhood education center, which is an adequate solution to address the traffic issue. It also demonstrates that the Church has adequate parking to accommodate the needs of the early childhood education center.

5. **That adequate measures have been or will be taken to provide ingress or egress so designed as to minimize traffic congestion in the public streets.**

The Plan Commission finds that the Applicant's Traffic Plan sufficiently addresses any issues of ingress and egress to the Property for the Requested Use. The proposed on-site parking and driving lanes provide reasonable circulation of vehicular traffic.

6. **That the proposed conditional use is not contrary to the objectives of the current Comprehensive Plan for the Village.**

The Plan Commission finds that the development of the Requested Use is not contrary to the objectives of the Village's Comprehensive Land Use Plan. The Requested Use is a school and adequate on-site parking will be provided, which meets the objectives of the Comprehensive Plan.

7. **That the conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified pursuant to the recommendations of the Plan Commission and approved by the Village Board.**

The Plan Commission finds that the approval of the Requested Use as a permitted conditional use will conform to the applicable regulations of the R2 - Single Family Residence District, subject to the exceptions (if any) noted below. Section 10-6-3(B) (R2 – Single Family Residence District; Conditional Uses) of the DCO, which lists the permitted conditional uses allowed in the R2 - Single Family Residence District, includes "schools."

III. **Recommendations**

Pursuant to Section 10-6-3(B) (R2 – Single Family Residence District; Conditional Uses) and Section 10-3-14 (Conditional Uses) of the DCO, and subject to the Conditions set forth in Section IV below, the Plan Commission recommends **Approval** of the Application and the Requested Use as follows:

1. **Approval** of a Conditional Use Permit for the installation and operation of an early childhood education center by the LaGrange Area Department of Special Education at the 4300 Howard Avenue property owned by the First United Methodist Church of Western Springs. Motion by Commissioner: Scott McNaughton; seconded by Commissioner: Dennis Kelly (Votes in Favor of Motion: Jocelyn Brumbaugh, Peter Glimco, Roger Hendrick, Dennis Kelly, Michele Johan and Scott McNaughton; Votes Not in Favor of Motion: None; and Absent from Meeting / Voting: Peter Hanson).

IV. Conditions

The recommendation of **approval** of the Applicant's request for the issuance of a Conditional Use Permit is conditioned upon and subject to:

1. Approval of the Application by the President and Board of Trustees.

Approved this 13th day of August, 2018.

Village of Western Springs Plan Commission

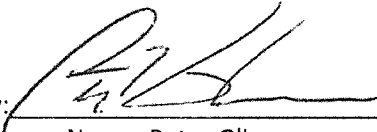
By: 
Name: Peter Glimco
Chair

Exhibit "A"

Legal Description of the Property

Legal Description:

LOTS 1, 8, AND 9 IN BLOCK 26 IN "FIELD PARK", A SUBDIVISION OF THE WEST 5/8 OF THE WEST HALF OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PIN Numbers: 18-05-302-001-0000
18-05-302-018-0000
18-05-302-002-0000

Common Address: 4300 Howard Avenue
Western Springs, Illinois 60558

Group Exhibit "B"

Application dated November 22, 2016, as amended in 2018

- | | |
|---------------------------------|--|
| Application Exhibit "1": | Cover letter signed by the Applicant's Executive Director, dated January 30, 2018 |
| Application Exhibit "2": | Traffic Plan for LADSE Communication Development and Phonological Classrooms at First United Methodist Church of Western Springs (undated) |
| Application Exhibit "3": | First Floor Education Wing Floor Plan for the Property (undated) |
| Application Exhibit "4": | Basement Level Education Wing Floor Plan for the Property (undated) |
| Application Exhibit "5": | Location Plan with Zoning for the Property (undated) |
| Application Exhibit "6": | Photographs/Architectural Elevations for the Property (undated) |
| Application Exhibit "7": | Applicant's List of Participating School Districts for the Property (undated) |
| Application Exhibit "8": | LADSE / Drop Off and Pick Up Plan (undated) |

(on file with the Village and incorporated by reference and made a part hereof)

Group Exhibit "C"

**Public Hearing Notice with Publisher's Certificate and the Affidavit of Mail / Service of Notice of
Public Hearing Publisher's Certificate
prepared by Martin Scott**

**Affidavit of Publication and Sign Posting for a Public Hearing Pursuant to Title 10, Chapter 3 of the
Western Springs Development Control Ordinance**

**Village Code Officer Martin Scott's Report
dated August 13, 2018**

(on file with the Village and incorporated by reference and made a part hereof)

Group Exhibit "D"

Interested Parties Exhibit "1"

(on file with the Village and incorporated by reference and made a part hereof)

Group Exhibit "E"

Official Zoning Map of the Village

**Western Springs Municipal Code of 1997, as amended,
including the Development Control Ordinance ("DCO")**

**Village's Official Land Use Plan
adopted by Ordinance Number 03-2226 dated February 24, 2003,
as amended by Ordinance Number 11-2643 dated August 22, 2011
(2011 Western Springs Downtown Redevelopment Plan)**

(on file with the Village and incorporated by reference and made a part hereof)

Group Exhibit "F"

**Transcript of the Public Hearing Proceedings
conducted on August 13, 2018
as transcribed by Pamela Cosentino, CRS of County Court Reporters, Inc.,
with the exhibits introduced into the Public Hearing Record**

(on file with the Village and incorporated by reference and made a part hereof)

Exhibit "G"

**Conditions of Final Approval for a
Conditional Use Permit For An Early Childhood Education Center**

Property Owner: First United Methodist Church

Applicant / Operator: LaGrange Area Department of Special Education

Location: 4300 Howard Avenue, Western Springs, Illinois

(attached)

DRAFT 8-3-18
ORDINANCE NO. 18-????

OTHER:

DATE: _____, 2018

VOTE:

AYES:

NAYS:

**AN ORDINANCE APPROVING A CONDITIONAL
USE PERMIT FOR THE INSTALLATION AND
OPERATION OF AN EARLY CHILDHOOD
EDUCATION CENTER AT THE 4300 HOWARD
AVENUE PROPERTY.**

WHEREAS, the LaGrange Area Department of Special Education (Executive Director: Sheri Wernsing) (the "Applicant") has filed an application (the "Application") pursuant to Section 10-3-14, *et seq.* of the Western Springs Development Control Ordinance ("DCO") seeking a Conditional Use Permit for the installation and operation of an early childhood education center ("early childhood education center") (the "Zoning Relief"), at the 4300 Howard Avenue property (the "Property"), which currently is improved with a church of approximately _____ (_____) square feet, and currently used as a church, which is owned by the First United Methodist Church of Western Springs (the "Property Owner"). The Applicant is an anticipated tenant of the Property and has filed the Application with the consent of the Property Owner. The legal description of the Property is set forth on **EXHIBIT "A"** attached hereto and made a part hereof; and

WHEREAS, if approved, the early childhood education center will be installed within and operated out of the church located on the Property. The Applicant will be the operator of the early childhood education center, which is a school use listed as a conditional use under Section 10-6-3(B) (R2 – Single Family Residence District; Conditional Uses) of Chapter 6 (Residential District Regulations) of Title 10 of the DCO. The Village's Comprehensive Land Use Plan designates the Property as "educational and institutional;" and

WHEREAS, the Applicant initially submitted an Application dated November 22, 2016, and then submitted an updated Application in 2018 with supporting documents, to petition for approval of the Zoning Relief, which included a cover letter signed by the Applicant's Executive Director, dated January 30, 2018, with further revisions dated May 1, 2018; a Traffic Plan for LADSE Communication Development and Phonological Classrooms at First United Methodist Church of Western Springs (undated) (the "Traffic Plan"); a First Floor Education Wing Floor Plan for the Property (undated); a Basement Level Education Wing Floor Plan for the Property (undated); a Location Plan with Zoning of the Property (undated); Photographs/Architectural Elevations for the Property (undated); and the Applicant's List of Participating School Districts (undated) (collectively referred to as the "Site Plan and Development Plans"). The Site Plan and Development Plans are on file with the Village and are incorporated herein by reference as **GROUP EXHIBIT "B"** and made a part hereof; and

Commented [MTJ1]: Marty confirm submittal dates

WHEREAS, pursuant to notice published in a newspaper and posted as required by State law and the Village Code, a public hearing was conducted on August 13, 2018 (the "Public Hearing"), by the Western Springs Plan Commission, to consider the requested relief sought in the Applicant's Application; and

WHEREAS, after closing the Public Hearing on August 13, 2018, the Plan Commission approved Recommendation No. 18-01 relative to the Applicant's Application, and the Plan Commission favorably recommended approval of the Zoning Relief and the Site Plan and Development Plans, subject to certain recommendations and conditions. A copy of Recommendation No. 18-01 is incorporated herein by reference as **EXHIBIT "C"** and made a part hereof; and

WHEREAS, the Village Board, at the August 20, 2018 Combined Workshop Meeting / Village Board Meeting, considered the findings and recommendations made by the Plan Commission in Recommendation No. 18-01 and approved and adopted the findings and recommendations of the Plan Commission set forth in Recommendation No. 18-01 (attached **EXHIBIT "C"**), and incorporate such findings and recommendations by reference into this Ordinance as if they were fully set forth herein; and

WHEREAS, in accordance with the authority granted by Sections 11-13-1 and 11-13-1.1 of the Illinois Municipal Code (65 ILCS 5/11-13-1 and 11-13-1.1) and Title 10 (Development Control Ordinance), Chapter 3 (Administrative Bodies and Procedures), Subsection 10-3-14 (Conditional Use) of the Western Springs Municipal Code of 1997, as amended, the President and Board of Trustees of the Village of Western Springs find that it is in the best interests of the Village to approve the Application, the Requested Zoning Relief, and the Site Plan and Development Plans, **SUBJECT TO THE CONDITIONS CONTAINED IN SECTION 3 OF THIS ORDINANCE** and those set forth in **EXHIBIT "D"** attached hereto and made a part hereof.

BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: The Whereas paragraphs set forth above are material provisions of this Ordinance and are incorporated into this Section 1 by reference and made a part hereof.

SECTION 2: The President and Board of Trustees of the Village of Western Springs grant the following approvals relative to the Application, **SUBJECT TO THE CONDITIONS SET FORTH IN SECTION 3 BELOW:**

A. Approval of a Conditional Use Permit for the Applicant for the purpose of installing and operating an early childhood education center on the Property in accordance with the final version of the Village Board-approved Site Plan and the Development Plans.

B. Approval of the attached "Conditions of Final Approval for a Conditional Use Permit For An Early Childhood Education Center" (see **EXHIBIT "D"** attached hereto and made a part hereof).

SECTION 3: The approval of the Application and the Site Plan and Development Plans granted in Section 2 above are subject to the following:

A. Approval by the President and Board of Trustees of the final versions of the Site Plan and Development Plans, after amendments are made to address the plan reviews performed by the Village staff, the Village Engineer and the conditions required by the Village Board.

B. The installation of the early childhood education center and all on-site improvements

shall be constructed in substantial conformance with the final version of the Site Plan and Development Plans, as approved by the Village Board, and shall conform to all applicable Village Codes and those of other applicable units of government, except as otherwise modified by this Ordinance and the Ordinance that approves the final version of the Site Plan and Development Plans.

C. Compliance with the "Conditions of Final Approval for a Conditional Use Permit For An Early Childhood Education Center," which may be amended by the corporate authorities of the Village from time to time, in their discretion. See Exhibit "D" attached hereto and made a part hereof.

D. The President of First United Methodist Church of Western Springs (Property Owner) and the Executive Director of the LaGrange Area Department of Special Education (Applicant), and their successors in interest, agree to execute the Acknowledgment Page attached to this Ordinance and to abide by the conditions, terms and provisions set forth in this Ordinance.

SECTION 4: The sections, terms, provisions and conditions of this Ordinance shall be severable, and if any section, term, provision or condition is found to be invalid or unenforceable for any reason by a court of competent, final jurisdiction, the remaining sections, terms, provisions and conditions shall remain in full force and effect.

SECTION 5: Any Ordinance, or portion thereof, in conflict with this Ordinance is repealed to the extent of such conflict. The terms, provisions and conditions set forth in this Ordinance, including those incorporated herein by reference, are covenants that run with the land and shall be released or amended only upon the written consent of the Village Board.

SECTION 6: This Ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

SECTION 7: A certified copy of this Ordinance shall be recorded against title to the Subject Property with the Cook County Recorder of Deeds Office ("CCRD") by the Village, at the Applicant's cost. The Village shall provide the Applicant with stamped copies of this Ordinance after it is filed with the CCRD.

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the ____ day of _____, 2018, and approved by the Village President on the same day.

Alice F. Gallagher, Village President

ATTEST:

Bridget M. Fitzgerald, Village Clerk

**ACKNOWLEDGMENT AND AGREEMENT
TO COMPLY WITH THE CONDITIONS, TERMS AND PROVISIONS
SET FORTH IN WESTERN SPRINGS ORDINANCE NO. 18-????**

First United Methodist Church of Western Springs (Property Owner)

By: _____
_____, President

By: _____
Notary Public

Name: _____

Date: _____
Commission Expires: _____

Date: _____

LaGrange Area Department of Special Education (Applicant)

By: _____
Sheri Wernsing, Executive Director

By: _____
Notary Public

Name: _____

Date: _____
Commission Expires: _____

Date: _____

EXHIBIT "A"

Legal Description:

LOTS 1, 8, AND 9 IN BLOCK 26 IN "FIELD PARK", A SUBDIVISION OF THE WEST 5/8 OF THE WEST HALF OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PIN Number: 18-05-302-001-0000
18-05-302-018-0000
18-05-302-002-0000

Common Address: 4300 Howard Avenue
Western Springs, Illinois 60558

GROUP EXHIBIT "B"

Application dated November 22, 2016, and updated in 2018 with the following supporting documents:

- Cover letter signed by the Applicant's Executive Director, dated January 30, 2018;
- Traffic Plan for LADSE Communication Development and Phonological Classrooms at First United Methodist Church of Western Springs (undated);
- First Floor Education Wing Floor Plan for the Property (undated);
- Basement Level Education Wing Floor Plan for the Property (undated);
- Location Plan with Zoning for the Property (undated);
- Photographs/Architectural Elevations for the Property (undated); and
- Applicant's List of Participating School Districts for the Property (undated).

(on file with the Village and incorporated by reference and made a part hereof)

EXHIBIT "C"

**Western Springs Plan Commission
Recommendation No. 18-__**

(on file with the Village and incorporated by reference and made a part hereof)

EXHIBIT "D"

**Conditions of Final Approval for a
Conditional Use Permit For An Early Childhood Education Center**

Property Owner: First United Methodist Church

Applicant / Operator: LaGrange Area Department of Special Education

Location: 4300 Howard Avenue, Western Springs, Illinois

(attached)

Conditions of Final Approval for a
Conditional Use Permit For An Early Childhood Education Center

Commented [user2]: CONDITIONS OF APPROVAL ARE UNKNOWN AT THIS TIME, POTENTIAL CONDITIONS ARE INCLUDED HERE FOR MTJ'S REVIEW3

Property Owner: First United Methodist Church

Applicant: LaGrange Area Department of Special Education

(4300 Howard Avenue)

1. The approved hours of use and operation of the early childhood education center are as follows:

Weekdays: _____ a.m. to _____ p.m.
Saturdays: _____ a.m. to _____ p.m. (if requested)
Sundays: _____ a.m. to _____ p.m. (if requested)

2. Approval by the President and Board of Trustees of the final versions of the Site Plan and the Development Plans, after amendments are made to address the plan reviews performed by the Village staff, the Village Engineer and the conditions required by the Village Board. The final versions of the Site Plan and the Development Plans are to be in substantial conformance with the Village-approved preliminary Site Plan and the Development Plans.

3. The installation and operation of the early childhood education center and the renovations to the interior and exterior of the church related thereto, shall be constructed in substantial conformance with the final versions of the Village-approved Site Plan and the Development Plans, and shall conform to all applicable Village Codes and those of other applicable units of government, except as otherwise modified by the Ordinance approving the Application and the preliminary Site Plan and the Development Plans.

4. In the event of a change in use or a modification or intensification of use of the early childhood education center, the Plan Commission shall review the proposed future use under the requirements of the Conditional Use Permit regulations of the Village Code and forward a recommendation to the President and Board of Trustees for their review and approval.

5. In the event that the early childhood education center ceases to operate at any time for a period of time in excess of _____ () days, other than for repairs or remodeling, the Conditional Use Permit shall automatically terminate, unless the 90-day period is extended by approval of an ordinance by the President and Board of Trustees of the Village of Western Springs. Approval of such an extension does not require a public hearing, but such ordinance must be approved by the President and Board of Trustees of the Village at a public meeting in accordance with the Open Meetings Act. If the Conditional Use Permit for the early childhood education center terminates, the Plan Commission shall review the proposed future use under the requirements of the conditional use regulations of the Village Code and forward a recommendation to the President and Board of Trustees for their review and approval. If there is any change in use of the existing church, the Property Owner and the Applicant, and their successors-in-interest, shall be obligated to comply with the conditional use provisions of the DCO in regard to approval of changes of use.

6. The above-stated conditions shall be covenants of record that run with the land and shall be binding on all successor owners, occupants and leases of the Property and shall be placed in a recordable format, acceptable to the Village Attorney, and then recorded by the Village against title to the Property with the Cook County Recorder of Deeds.

7. The applicable provisions of the Western Springs Municipal Code of 1997, as amended, including Section 10-3-14 (Conditional Uses).

Attachment 4

RESOLUTION NO. 25-

VOTE:

AYES:

NAYS:

ABSTAIN:

ABSENT:

DATE: January 27, 2025.

OTHER: None.

A RESOLUTION APPROVING A PLAT OF ABROGATION FOR PUBLIC SIDEWALK EASEMENT (ADDRESS: 4300 FRANKLIN AVENUE, WESTERN SPRINGS, ILLINOIS) AND APPROVING THE TERMINATION OF A LETTER OF AGREEMENT FOR CONSTRUCTION AND MAINTENANCE OF A PUBLIC SIDEWALK AND ABROGATION OF EASEMENT FOR A PUBLIC SIDEWALK (4300 FRANKLIN AVENUE, WESTERN SPRINGS, ILLINOIS) AND THE REMOVAL OF PUBLIC PARKING SPACES WITHIN THE 43RD STREET RIGHT-OF-WAY ADJACENT TO LOT 1 AND LOT 9 IN THE FIELD PARK SUBDIVISION, WESTERN SPRINGS, ILLINOIS.

WHEREAS, Hinsdale United Methodist Church, as successor to the First United Methodist Church of Western Springs (the "Church"), is the owner of tracts of land with a common address of 4300 Franklin Avenue, Western Springs, Illinois (the "Property"); and

WHEREAS, with the passage of Resolution No. 14-2268 on April 28, 2014, the Church and the Village President and Board of Trustees (the "Corporate Authorities") of the Village of Western Springs (the "Village") approved and entered into a certain Letter of Agreement for the construction and maintenance of a public sidewalk dated April 28, 2014, and the Church, as Grantor, and the Village, as Grantee, approved and executed a related Plat of Easement for Public Sidewalk, dated April 28, 2014, and the Letter of Agreement and the Plat were recorded May 14, 2014 in Cook County, Illinois as Document 1413445068. As a result, the Village is the holder of an easement for the construction and maintenance of a public sidewalk over a portion of the Property (the "Sidewalk Easement"); and

WHEREAS, the Church has entered into a real estate purchase and sale contract for the sale of fee simple title of the Property to Fairfield Properties, LLC, an Illinois limited liability company, of Hinsdale, Illinois (the "Developer"). The Developer desires to purchase the Property to construct three (3) new residential homes, referred to as the proposed "4300 Howard Avenue Residential Development" (the "Development"); and

WHEREAS, to address certain Church obligations in the Letter of Agreement and to allow the Developer to construct the Development, by a letter dated October 25, 2024 issued by the Church to the Village, the Church and the Developer have requested that the Village agree to take certain actions relative to the Property, including the approval of: (a) the termination of the Letter of Agreement; (b) the approval of a Plat of Abrogation of Easement for Public Sidewalk (Address: 4300 Franklin Avenue, Western Springs, Illinois) to terminate the Sidewalk Easement; and (c) the repeal of Ordinance No. 18-2934 (Ordinance Approving A Conditional Use Permit For The Installation And Operation Of An Early Childhood Education Center At The 4300 Howard Avenue Property) (the "2018 CUP Ordinance"). A copy of the TERMINATION OF LETTER OF AGREEMENT FOR CONSTRUCTION AND MAINTENANCE OF A PUBLIC SIDEWALK AND ABROGATION OF EASEMENT FOR A PUBLIC SIDEWALK (4300 Franklin Avenue, Western Springs, Illinois) is attached hereto as **Exhibit "A"** and made a part hereof (the "Termination of Letter of Agreement"). The Plat of Abrogation for Public Sidewalk Easement (Address: 4300 Franklin Avenue,

Western Springs, Illinois), with a survey date of September 27, 2024 and prepared by Kabal Surveying Company, is attached hereto as **Exhibit "B"** and made a part hereof (the "Plat of Sidewalk Easement Abrogation"); and

WHEREAS, the Church and the Village agree that, even if the Developer does not purchase the Property, the 2018 CUP Ordinance should be repealed and rescinded; and

WHEREAS, to address certain Church obligations in the Letter of Agreement and to allow the Developer to enter into a redevelopment agreement with the Village to construct the Development, the Church, the Developer and the Village have entered into an Assignment, Assumption And Consent Agreement For The Proposed 4300 Howard Avenue Residential Development In The Village Of Western Springs, Illinois (Lots 1, 8 And 9 In Field Park Subdivision), in a form and content as approved by the Village Attorney, that requires the Developer to assume the following obligations of the Church under the Letter of Agreement: (a) the removal of the existing public sidewalk and construction of a new replacement public sidewalk within the Village's 43rd Street right-of-way by the Developer, at its cost, as part of the construction of the Development; (b) the removal of the diagonal public parking spaces from the 43rd Street right-of-way by the Developer, at its cost, as part of the construction of the Development; and (c) the restoration of the 43rd Street curb and parkway by the Developer, at its cost, as part of the construction of the Development ("Developer Obligations"). The Assignment, Assumption And Consent Agreement also requires the Developer to approve and enter into a mutually agreeable Redevelopment Agreement with the Village for the construction of the Development (the "Redevelopment Agreement"), in a form and content as approved by the Village Attorney, that contains the Developer Obligations as well as other development obligations regarding the Development; and

WHEREAS, in order to facilitate the sale of the Property by the Church to the Developer to allow for the construction of the proposed Development, the Corporate Authorities of the Village find that it is protective of the health, welfare and safety of and in the best interests of the Village and its residents to approve the attached Termination of Letter of Agreement and the Plat of Sidewalk Easement Abrogation, subject to certain conditions of approval, including the Church's and the Developer's compliance with the provisions of the Assignment, Assumption and Consent Agreement, and the Developer's and the Village's approval and entry into a mutually agreeable Redevelopment Agreement for the construction of the proposed Development, in a form and content as approved by the Village Attorney; and

WHEREAS, at open public meeting held on January 9, 2025, the Village's Planning and Zoning Committee ("Committee") reviewed and discussed the Church's request to approve the Termination of Letter of Agreement and the Plat of Sidewalk Easement Abrogation, as part of its consideration of the proposed Development and the related Redevelopment Agreement and received input from the Village staff on the matter, and provided an opportunity for public input on the matter. At its January 9, 2025 meeting, the Committee recommended that the Corporate Authorities of Village approve the Termination of Letter of Agreement and the Plat of Sidewalk Easement Abrogation; and

WHEREAS, at open public meeting held on January 13, 2025, the Corporate Authorities of Village reviewed and discussed the Committee's recommendation on the request to approve the Termination of Letter of Agreement and the Plat of Sidewalk Easement Abrogation, as part of its consideration of the proposed Development and the related Redevelopment Agreement, and received input from the Village staff on the matter and provided an opportunity for input from the public on the matter. At its January

13, 2025 meeting, the Corporate Authorities of Village accepted the Committee's recommendation regarding approval of the Church's request to approve the Termination of Letter of Agreement and the Plat of Sidewalk Easement Abrogation; and

WHEREAS, in accordance with the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), including Sections 11-13-1 and 11-13-1.1 of the Illinois Municipal Code (65 ILCS 5/11-13-1 and 65 ILCS 5/11-13-1.1), and in accordance with Section 10-10-20(B) and other applicable provisions of the Village's Development Control Ordinance ("DCO") of the Western Springs Municipal Code and the statutory and constitutional authority and the intergovernmental cooperation powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the 1970 Illinois Constitution, the Corporate Authorities of the Village are authorized to pass this Resolution, and find that it is protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, businesses and the public to approve and execute the attached Termination of Letter of Agreement and the Plat of Abrogation.

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1. Incorporation. Each of the Whereas paragraphs set forth above are incorporated into Section 1 of this Resolution as material provisions.

SECTION 2. Approval and Execution of Termination of Letter of Agreement and Other Related Documents. The President and Board of Trustees of the Village of Western Springs authorize the approval and execution of the final version of the TERMINATION OF LETTER OF AGREEMENT FOR CONSTRUCTION AND MAINTENANCE OF A PUBLIC SIDEWALK AND ABROGATION OF EASEMENT FOR A PUBLIC SIDEWALK(4300 Franklin Avenue, Western Springs, Illinois) (attached as **Exhibit "A"**), which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and all other instruments and documents that are necessary to fulfill the Village's obligations under the Termination of Letter of Agreement and this Resolution.

SECTION 3. Approval and Execution of Plat of Abrogation and Other Related Documents. The President and Board of Trustees of the Village of Western Springs authorize the approval and execution of the final version of the Plat of Abrogation for Public Sidewalk Easement (Address: 4300 Franklin Avenue, Western Springs, Illinois) with a survey date of September 27, 2024 and prepared by Kabal Surveying Company, a copy of which is attached hereto as **Exhibit "B"** and made a part hereof, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and all other instruments and documents that are necessary to fulfill the Village's obligations under the Termination of Letter of Agreement and this Resolution.

SECTION 4. Termination of Resolution for Failure of Developer to Acquire Title to the Property. The validity of this Resolution is subject to the Developer purchasing the Property from the Property Owner. In the event the Developer does not purchase the Property from the Property Owner, upon written notice delivered to the Village Manager of the termination of the real estate purchase contract entered into between the Property Owner and the Developer, this Resolution shall automatically terminate without further action by the Corporate Authorities of the Village and shall be void and unenforceable. If the Developer does not purchase the Property, the Developer agrees to waive all claims,

causes of action and damages of any kind that the Developer could file against the Village arising out of or related to the termination of this Resolution based on the Developer not purchasing the Property. The Developer is required to provide written notice to the Village within five (5) calendar days of the termination of the real estate purchase contract.

SECTION 5. Filing Resolution With the Cook County Clerk's Office, Recording Division. After approval and execution of this Resolution and the Termination of Letter of Agreement and the Plat of Abrogation by the Village President and Village Clerk, or their designees, the Village shall cause certified copies of this Resolution and the executed originals of the attached TERMINATION OF LETTER OF AGREEMENT FOR CONSTRUCTION AND MAINTENANCE OF A PUBLIC SIDEWALK AND ABROGATION OF EASEMENT FOR A PUBLIC SIDEWALK and the Plat of Abrogation for Public Sidewalk Easement (Address: 4300 Franklin Avenue, Western Springs, Illinois) to be recorded with the Cook County Clerk's Office, Recording Division ("CCCORD"), at the cost and expense of the Developer, after all of the required signatures are placed on the Termination of Letter of Agreement and the Plat. The Village shall provide the Church and the Developer with CCCORD-filed stamped copies of this Resolution and the Termination of Letter of Agreement and the Plat for record retention purposes.

SECTION 6. Repealer; Severability. All Resolutions or parts of Resolutions in conflict herewith are, to the extent of such conflict, repealed, and each section, paragraph, clause and provision of this Resolution is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Resolution, nor any part thereof, other than that part affected by such decision.

SECTION 7. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED by a majority vote of the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 27th day of January, 2025, and approved by me as President on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

Exhibit "A"

**TERMINATION OF LETTER OF AGREEMENT FOR
CONSTRUCTION AND MAINTENANCE OF A PUBLIC SIDEWALK
AND ABROGATION OF EASEMENT FOR A PUBLIC SIDEWALK
(4300 Franklin Avenue, Western Springs, Illinois)**

(attached)

Prepared by & Return to:
Matthew M. Klein
322 West Burlington Avenue
La Grange, Illinois 60525

18-05-302-001-0000
18-05-302-002-0000
18-05-302-018-0000

Above Space For Recorder's Use Only

**TERMINATION OF LETTER OF AGREEMENT
FOR CONSTRUCTION AND MAINTENANCE OF A PUBLIC SIDEWALK
AND ABROGATION OF EASEMENT FOR A PUBLIC SIDEWALK
(4300 Franklin Avenue, Western Springs, Illinois)**

This **TERMINATION OF LETTER OF AGREEMENT FOR CONSTRUCTION AND MAINTENANCE OF A PUBLIC SIDEWALK and ABROGATION OF EASEMENT FOR A PUBLIC SIDEWALK** ("Agreement") is made this ___ day of January, 2025, by Hinsdale United Methodist Church, as successor to the First United Methodist Church of Western Springs, ("Church") as owner of tracts of land with a common address of 4300 Franklin Avenue, Western Springs, Illinois, and legally described in **Exhibit "A"** attached hereto and made a part hereof (the "Property"), and the Village of Western Springs ("Village"), as the holder of an easement for the construction and maintenance of a public sidewalk over a portion of the Property (the "Sidewalk Easement"). The Village and the Church are at times referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS:

WHEREAS, with the passage of Resolution No. 14-2268 on April 28, 2014, the Church and the Village approved and entered into a certain Letter of Agreement for the construction and maintenance of a public sidewalk dated April 28, 2014, and the Church, as Grantor, and the Village, as Grantee, approved and executed a related Plat of Easement for Public Sidewalk, dated April 28, 2014, and the Letter of Agreement and the Plat were recorded May 14, 2014 in Cook County, Illinois as Document 1413445068; and

WHEREAS, in compliance with the Letter of Agreement, the Village, at its cost, has complied with each of its obligations relative to installation and maintenance of: (a) the new public sidewalk within the Sidewalk Easement created by the above-referenced Plat of Easement for Public Sidewalk; and (b) the new public parking spaces within the south side of the 43rd Street right-of-way between Howard Avenue and Franklin Avenue. The Village, at its cost, also complied with its obligations of restoration and replacement of the removed or disturbed portions of the landscape vegetation and grass with topsoil and sod, the handicap ramp and related railing, and the exterior landscape lighting and related wiring; and

WHEREAS, the Church has entered into a real estate purchase and sale contract for the sale of fee simple title to the Property, consisting of three (3) lots zoned under the R2 Single-Family Residence District classification, to Fairfield Properties, LLC, an Illinois limited liability company, of Hinsdale, Illinois (the “Developer” or “Contract Purchaser”). The Developer desires to purchase the Property to construct three (3) new residential homes consistent with Sheet A.02 of the “4300 Howard Avenue Residential Development Site Plan” submitted by the Developer to the Village (the “4300 Howard Avenue Residential Development”). A copy of the Developer’s 4300 Howard Avenue Residential Development Site Plan, which consists of Sheet A.01 (Parkway Demolition Plan) and Sheet A.02 (Parkway Restoration Plan) dated October 22, 2024, is attached hereto as **Exhibit “B”** and made a part hereof; and

WHEREAS, to address certain Church obligations in the Letter of Agreement and to allow the Developer to construct the 4300 Howard Avenue Residential Development, by a letter dated October 25, 2024 issued by the Church to the Village, the Church and the Developer have requested that the Village agree to take certain actions relative to the Property, including the approval of: (a) the termination of the Letter of Agreement; (b) the approval of a Plat of Abrogation of Easement for Public Sidewalk to terminate the Sidewalk Easement; and (c) the repeal of Ordinance No. 18-2934 (Ordinance Approving A Conditional Use Permit For The Installation And Operation Of An Early Childhood Education Center At The 4300 Howard Avenue Property) (the “2018 CUP Ordinance”). A copy of the Plat of Abrogation for Public Sidewalk Easement (Address: 4300 Franklin Avenue), with a survey date of September 27, 2024 and prepared by Kabal Surveying Company, is attached hereto as **Exhibit “C”** and made a part hereof (the “Plat of Sidewalk Easement Abrogation”); and

WHEREAS, to address certain Church obligations in the Letter of Agreement and to allow the Developer to construct the 4300 Howard Avenue Residential Development, the Village, the Church and the Developer have entered into an Assignment, Assumption And Consent Agreement For The Proposed 4300 Howard Avenue Residential Development In The Village Of Western Springs, Illinois (Lots 1, 8 And 9 In Field Park Subdivision) (“Assignment”), in a form and content as approved by the Village Attorney, that authorizes the Developer to negotiate and enter into the Redevelopment Agreement (as defined below) with the Village prior to completing the purchase of the Property for the construction the 4300 Howard Avenue Residential Development and obligates the Developer to assume the following obligations of the Church under the Letter of Agreement: (a) the removal of the existing public sidewalk and construction of a new replacement public sidewalk within the Village’s 43rd Street right-of-way by the Developer, at its cost, as part of the construction of the 4300 Howard Avenue Residential Development; (b) the removal of the diagonal public parking spaces from the 43rd Street right-of-way by the Developer, at its cost, as part of the construction of the 4300 Howard Avenue Residential Development; (c) the restoration of the 43rd Street curb and parkway by the Developer, at its cost, as part of the construction of the 4300 Howard Avenue Residential Development; and (d) to complete the below-listed activities that are part of the Conditions of Approval, as set forth below in Section 3 of this Agreement, after the issuance of a Village site development permit or building permit for construction of the 4300 Howard Avenue Residential Development. A copy of the executed Assignment is attached hereto as **Exhibit “D”** and made a part hereof; and

WHEREAS, for purposes of allowing the sale of the Property to the Developer to facilitate the Developer’s construction of the 4300 Howard Avenue Residential Development, the Church and the

Village each deem the Sidewalk Easement is no longer needed to serve the interests of the Church or the needs of the Village, and have agreed to: (a) the termination of the Letter of Agreement; (b) the approval of a Plat of Sidewalk Easement Abrogation; (c) the removal of the existing public sidewalk and construction of a new replacement public sidewalk within the Village's 43rd Street right-of-way by the Developer, at its cost, as part of the construction of the 4300 Howard Avenue Residential Development; (d) the removal of the diagonal public parking spaces from the 43rd Street right-of-way by the Developer, at its cost, as part of the construction of the 4300 Howard Avenue Residential Development; (e) the restoration of the 43rd Street curb and parkway by the Developer, at its cost, as part of the construction of the 4300 Howard Avenue Residential Development; (f) the repeal of the 2018 CUP Ordinance; and (g) the Conditions of Approval set forth below in Section 3 of this Agreement; and

WHEREAS, the Corporate Authorities of the Village of Western Springs are authorized, under the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), and the intergovernmental cooperation powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the Illinois Constitution of 1970, to approve and enter into the Agreement and to approve the Plat of Sidewalk Easement Abrogation and the Assignment, and further find that it is protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, local businesses and the public to approve and enter into the Agreement and to approve the Plat of Sidewalk Easement Abrogation and the Assignment.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and the exchange of adequate consideration and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

SECTION 1. Incorporation. Each of the Recitals set forth above are incorporated by reference into Section 1 of this Agreement as material provisions.

SECTION 2. Approval of the Agreement, the Plat of Sidewalk Easement Abrogation, and the Assignment, Assumption and Consent Agreement. The Church and the Village abrogate, terminate, and otherwise deem to hold for naught that certain Plat of Easement for Public Sidewalk, dated April 28, 2014, and recorded May 14, 2014 in Cook County, Illinois as Document 1413445068, together with the Letter of Agreement between the Church and the Village dated April 28, 2014 recorded therewith by their approval and entry into the Agreement and their approval of the Plat of Sidewalk Easement Abrogation and the Assignment, SUBJECT TO THE CONDITIONS SET FORTH IN SECTION 3 BELOW:

SECTION 3. Conditions of Approval. The approval of the Corporate Authorities of the Village of this Agreement, the Plat of Sidewalk Easement Abrogation, and the Assignment is conditioned upon and subject to the following:

A. Church Obligations:

- a. The Church shall approve and execute this Agreement, the Plat of Sidewalk Easement Abrogation, and the Assignment, and such other documents necessary to fulfill its obligations under this Agreement and the Plat of Sidewalk Easement Abrogation and the

Assignment.

- b. Prior to the Village's approval of this Agreement, the Church and the Developer shall approve and enter into the Assignment (**Exhibit "D"**), in a form and content as approved by the Village Attorney, with the Developer.
- c. Prior to the Village's approval of this Agreement, the Developer shall approve and enter into a Redevelopment Agreement for the Construction of the 4300 Howard Avenue Residential Development (the "Redevelopment Agreement"), in a form and content as approved by the Village Attorney, that contains, at a minimum, the following conditions ("Developer Obligations"):
 - i. The Developer, at its cost, shall construct the 4300 Howard Avenue Residential Development in general conformance with the 4300 Howard Avenue Residential Development Site Plan (**Exhibit "B"**), subject to Village plan review amendments and Village approval of the final set for development plans.
 - ii. After issuance of a Village site development permit or building permit for the 4300 Howard Avenue Residential Development, the Developer, at its cost, shall:
 - 1. Remove and dispose of the existing public sidewalk and construct a new replacement public sidewalk and curb and gutter improvements within the Village's 43rd Street right-of-way in a typical parkway placement location, as approved by the Village Engineer ("Sidewalk Removal and Replacement/Relocation Work").
 - 2. Remove and dispose of the diagonal public parking spaces from the 43rd Street right-of-way ("Parking Space Removal Work").
 - 3. Complete the restoration of the 43rd Street curb and grass parkway after the sidewalk, curb and gutter replacement work and the parking space removal work is completed ("Parkway Restoration Work").
 - iii. In the event the Developer, or its affiliates, successor corporations, officers, officials, trustees, successors-in-office, heirs, representatives, and assigns, transferees, successors-in-interest and successor owners ("Developer Affiliates"), fails to construct the 4300 Howard Avenue Residential Development or another alternate residential development that is a permitted use under the current R2 Single-Family Residence District classification or fails to receive Village zoning approval of an alternate development plan within twenty-four (24) months of the Effective Date of the Redevelopment Agreement, the Developer, or its Developer Affiliates, at their cost, are required to remove the replacement public sidewalk within the Village's 43rd Street right-of-way (if constructed) and re-install the diagonal public parking spaces along the 43rd Street right-of-way with like-kind, like-quality materials (if removed) and install a new concrete public sidewalk that is built in substantially the same location as the original sidewalk (collectively the "Replacement Sidewalk and Parking Space Improvements") within thirty-six (36) months of the Effective Date of the Redevelopment Agreement, unless the Corporate Authorities of the Village, in their sole discretion, extend the time to complete the Replacement Sidewalk and Parking Space Improvements or waives the requirement that the Developer, or its Developer Affiliates, shall complete the Replacement Sidewalk and Parking Space Improvements.

- iv. To be eligible for the issuance of a Village site development permit or building permit, the Developer, at its cost, shall comply with the Village Engineer's Preliminary Comments to the 4300 Howard Avenue & 43rd Street Parcel (United Methodist Church - Hinsdale UMC and Fairfield Properties) dated November 20, 2024, as amended or modified by the Village Engineer, as part of its submission of final development plans to the Village, and shall further comply with any final development plan review comments issued by the Village Engineer or the Community Development Department Director for the 4300 Howard Avenue Residential Development.
 - v. The Redevelopment Agreement shall require the Developer to post with the Village, at the time it applies for a site development permit or a building permit, an irrevocable letter of credit ("Security") in the amount of one hundred and ten percent (110%) of the "Infrastructure Cost Estimate" as required by Subsection 9.A. of the Redevelopment Agreement. The Security shall be issued for the benefit of and callable by the Village that ensures the completion of all public improvement work associated with the 4300 Howard Avenue Residential Development, including but not limited to the Sidewalk Removal and Replacement/Relocation Work and Parkway Restoration Work, Parking Space Removal Work, and the Replacement Sidewalk and Parking Space Improvements. The Security shall be posted with the Village and then renewed by the Developer, at its cost, from the date of submittal of the application for the Village site development permit or building permit for the 4300 Howard Avenue Residential Development through one (1) year after the Village's issuance of a certificate of completion for the 4300 Howard Avenue Residential Development, with the one (1) year period being a warranty period.
 - vi. The Developer shall comply with all federal, state, county and Village codes, laws, ordinances and regulations that are applicable to the construction of the 4300 Howard Avenue Residential Development.
 - d. After the Village's approval of this Agreement, the Church shall complete the sale and conveyance of fee simple title to the Property to the Developer.
- B. Village Obligations
- a. After the approval of this Agreement by the Village, the Corporate Authorities shall:
 - i. Pass an ordinance that repeals the 2018 CUP Ordinance.
 - ii. Pass one or more resolutions that approve the Plat of Sidewalk Easement Abrogation and the Redevelopment Agreement.

SECTION 4. Cooperation; Execution of Documents. The Church and the Village agree to cooperate with each other in the performance of this Agreement, including each Party agreeing at any time, and from time to time, to execute and deliver any and all documents reasonably requested by the other Party to carry out the intent of this Agreement.

SECTION 5. Entire Agreement; Amendment or Modification. This Agreement contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them with respect to the subject matter of this Agreement. There are no representations, agreements or understandings, oral or written, between and among the Parties hereto

relating to the subject matter of this Agreement which are not fully expressed herein. No oral modification, amendment or change shall be allowed to this Agreement. Any modification, amendment or change shall be in writing and approved by the Corporate Authorities of the Village and the governing board of the Church.

SECTION 6. Applicable Law; Venue. This Agreement shall be governed and controlled as to the validity, enforceability, interpretation and construction in effect in all other respects, including, but not limited to, the legality of interest charged hereunder, by the statutory laws and decisions of the State of Illinois. The Parties agree that, for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the Parties consent to be *in personam* jurisdiction of said Court for any such action or proceeding.

SECTION 7. Severability. Every provision of this Agreement is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court of competent jurisdiction, such illegality or invalidity shall not affect the validity or enforceability of the remaining terms and provisions hereinabove set forth.

SECTION 8. Effective Date; Legal Authority; Binding Effect. The “Effective Date” of this Agreement shall be the date of execution by the last signatory. This Agreement shall be in full force and effect, and legally binding, after it is signed by the duly authorized officers of each Party. Each of the signatories to this Agreement are the duly authorized representatives of their respective corporate entity and each such person has signed this Agreement pursuant to the authority duly granted to them by the corporate authorities of said corporate entity, who have acted by motion or approved a Resolution (in the Village’s case, at an open public meeting) that authorized and directed the representatives to sign this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties agreeing hereto and to their successor corporations, officers, officials, trustees, successors-in-office, heirs, representatives, and assigns, transferees, successors-in-interest and successor owners.

SECTION 9. Enforcement of this Agreement. If either Party has to file a legal action to enforce the provisions of this Agreement, the prevailing Party shall receive its court filing fees, attorney fees and litigation-related expenses.

SECTION 10. Execution. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, and such counterparts together shall constitute one and the same Agreement.

SECTION 11. Corporate Status of the Church and the Developer. Prior to the approval of this Agreement by the Corporate Authorities of the Village, the Church shall furnish to the Village certificates of good standing issued by the Illinois Secretary of State, or such other applicable governing entity with regulatory jurisdiction, confirming that the Church and the Developer are in good corporate standing.

SECTION 12. Notices. All notices required to be delivered hereunder shall be in writing and shall be deemed sufficient if: (a) personally delivered, (b) sent by a nationally recognized overnight courier, or (c) sent by certified mail, return receipt requested, postage prepaid and addressed to the Parties to this Agreement at the addresses set forth below or at such other addresses as may be designated by the

Parties in writing. Notices personally delivered and sent by overnight courier shall be deemed delivered on the date of receipt. Notices mailed by certified mail shall be deemed received on the date of receipt or refusal to accept delivery as evidenced by the return receipt.

If to Village:

Village Manager
Village of Western Springs
740 Hillgrove Avenue
Western Springs, Illinois 60558

If to Church:

President/Authorized Corporate Officer
Current Business Address

If to Developer:
INSERT

SECTION 13. Filing Ordinance With Cook County Clerk's Office, Recording Division. The Village, at the Church's cost, shall cause a certified copy of this Agreement and its Exhibits (and its approving Resolution) to be recorded with the Cook County Clerk's Office, Recording Division ("CCCORD") upon approval and execution by the Parties. The Village shall provide the Petitioner with CCCORD-filed stamped copies of this Agreement and its approving Resolution, once available, for record retention purposes.

AGREED:
Hinsdale United Methodist Church,
as successor to
the First United Methodist Church of Western Springs

By: _____
Name: _____
Its: _____

Executed this ____ day of January, 2025.

Attest:
By: _____
Name: _____
Its: Secretary:

Executed this ____ day of January, 2025.

AGREED:
Village of Western Springs

By: _____
Name: Heidi Rudolph
Its: Village President

Executed this ____ day of January, 2025.

Attest:
By: _____
Name: Edward Tymick
Its Village Clerk:
Executed this ____ day of January, 2025.

I, _____, a Notary Public, in and for the County and State

aforesaid, DO HEREBY CERTIFY THAT _____, who is personally known to me to be the _____ of the Hinsdale United Methodist Church, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as the free and voluntary act of the Church and as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of January, 2025.

Notary Public

I, _____, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY THAT _____,

and _____ who are personally known to me to be the _____

and _____ of the Village of Western Springs, and the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their free and voluntary acts, and the free and voluntary act of the Village, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of January, 2025.

Notary Public

Attachments:

Exhibit "A"

Legal Description Parcel - 4300 Franklin Avenue, Western Springs, Illinois

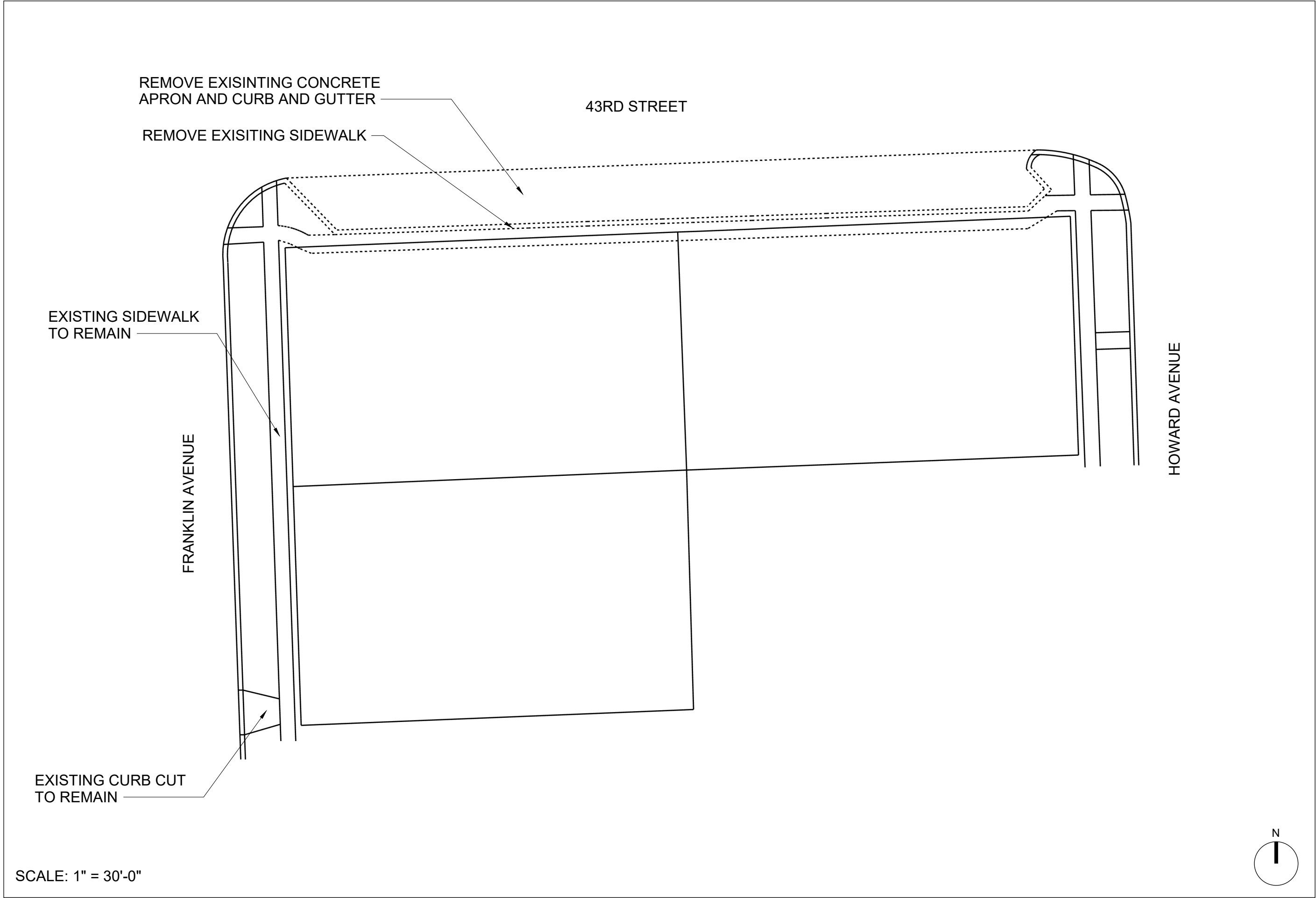
LOTS 1, 8 AND 9 IN BLOCK 26 IN FIELD PARK, A SUBDIVISION IN THE WEST 5/8 OF THE WEST 1/2 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE SOUTHEAST 1/4 PF SECTION 32, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINs: 18-05-302-001-0000
18-05-302-002-0000
18-05-302-018-0000

Exhibit “B”

**4300 Howard Avenue Residential Development Site Plan consisting of
Sheet A.01 (Parkway Demolition Plan) and Sheet A.02 (Parkway Restoration Plan)
dated October 22, 2024**

(attached)



**PARKWAY
DEMOLITION
PLAN**

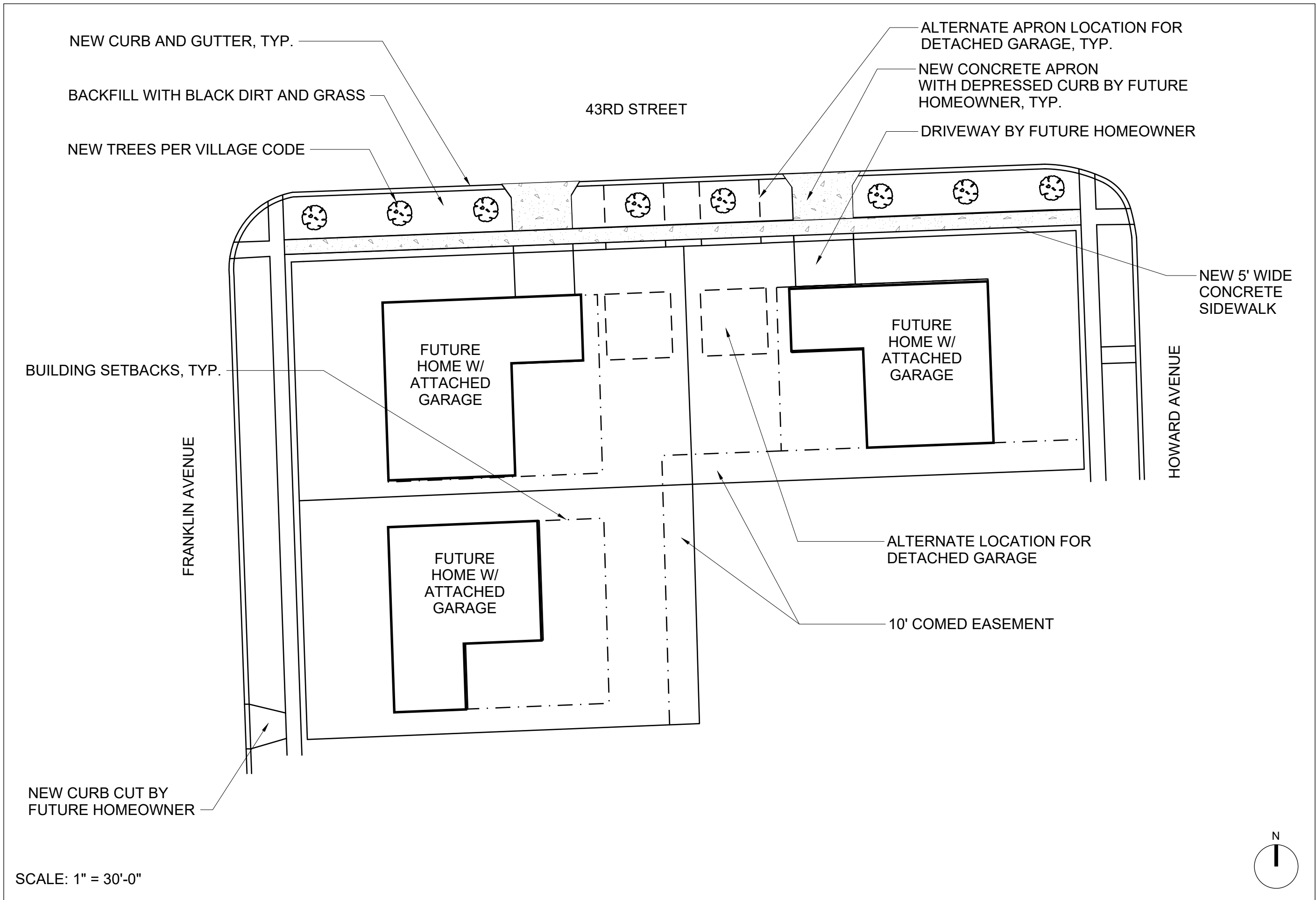
A.01

CLIENT
Fairfield Properties
330 West Chestnut, Lower Level
Hinsdale, IL 60521

PROJECT
4300 Howard
Western Springs

ISSUE
10/22/2024

DRAWN BY
BD



**PARKWAY
RESTORATION
PLAN**

A.02

CLIENT
Fairfield Properties
330 West Chestnut, Lower Level
Hinsdale, IL 60521

PROJECT
4300 Howard
Western Springs

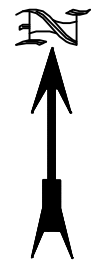
ISSUE
10/22/2024

DRAWN BY
BD

Exhibit "C"

**Plat of Abrogation for Public Sidewalk Easement (Address: 4300 Franklin Avenue)
with a survey date of September 27, 2024 and prepared by Kabal Surveying Company**

(attached)



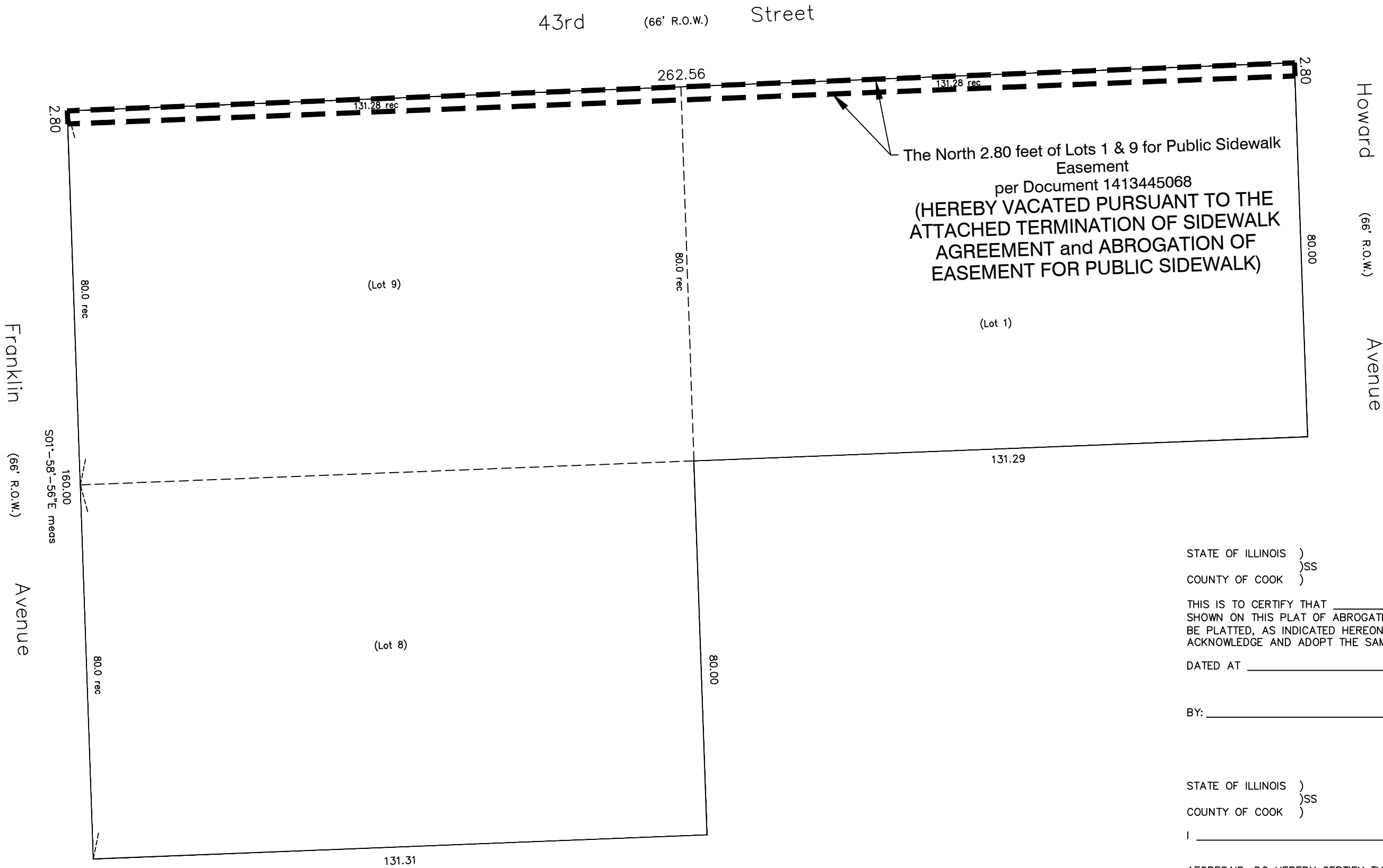
(assumed)

Plat of Abrogation

For Public Sidewalk Easement

Lots 1, 8 and 9 in Block 26 in Field Park, a Subdivision in the West 5/8 of the West 1/2 of Section 5, Township 38 North, Range 12, East of the Third Principal Meridian and part of the Southeast 1/4 of Section 32, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Address: 4300 Franklin Avenue, Western Springs



OWNER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)

THIS IS TO CERTIFY THAT _____ IS(ARE) THE OWNER(S) OF THE LAND SHOWN ON THIS PLAT OF ABOGATION AND HAS(HAVE) CAUSED THE SAME TO BE CAUSED THE SAME TO BE PLATTED, AS INDICATED HEREON, FOR THE PURPOSES THEREIN SET FORTH, AND DOES(DO) HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

DATED AT _____, ILLINOIS, THIS _____ DAY OF _____, _____.

BY: _____ TITLE: _____

NOTARY PUBLIC

STATE OF ILLINOIS)
COUNTY OF COOK)

I _____ A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE

AFORESAID, DO HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNERS, APPEARED BEFORE ME THIS DAY IN PERSONS AND ACKNOWLEDGE THAT THEY SIGNED THE ANNEXED PLAT AS THEIR FREE AND VOLUNTART ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC _____

VILLAGE BOARD'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)

APPROVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS,

AT A MEETING HELD THIS _____ DAY OF _____, 20____.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)

I, MITCHELL P. BALEK, DO HEREBY CERTIFY THAT I, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, PREPARED THIS PLAT OF ABOGATION AND THAT SAID PLAT IS A CORRECT AND TRUE REPRESENTATION OF SAID SURVEY, ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.

DATED THIS _____ DAY OF _____, A.D., 20 ____.

Mitchell P. Balek

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003250
MY LICENSE EXPIRES ON NOVEMBER 30, 2026

Measured bearing shown hereon is based on the Illinois East State Plane Coordinate Zone 1201 (NAD83) determined by GPS measurement

LEGEND

R.O.W. = right-of-way, E = East
N = North, W = West, S = South
meas = measured, rec = record
pch = porch, rad = radius
prc = point of reverse curve

Please check Legal Description with Deed and report any discrepancy immediately.

Surveyed _____ September _____ 27 _____, 20 ____ 24 _____

Property identification numbers
18-05-302-001-0000 (Lot 9)
18-05-302-018-0000 (Lot 1)
18-05-302-002-0000 (Lot 8)

Kabal Surveying Company
Land Surveying Services
10407 West Cermak Road
Westchester, Illinois 60154
(708) 562-2652
Fax (708) 562-7314
email: kabal-surveying@comcast.net
website: KabalSurveyingCompany.com
Registration No. 184-003061

ORIGINAL SEAL IN RED

Exhibit “D”

**Assignment, Assumption and Consent Agreement
Between Hinsdale United Methodist Church, as successor to
the First United Methodist Church of Western Springs, (“Church”)
and Fairfield Properties, LLC (the “Developer”)
as approved by the Village of Western Springs**

(attached)

**ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT
ENTERED INTO BY HINSDALE UNITED METHODIST CHURCH, AS SUCCESSOR TO
THE FIRST UNITED METHODIST CHURCH OF WESTERN SPRINGS, AND FAIRFIELD PROPERTIES, LLC
FOR THE PROPOSED 4300 HOWARD AVENUE RESIDENTIAL DEVELOPMENT
IN THE VILLAGE OF WESTERN SPRINGS, ILLINOIS
(LOTS 1, 8 AND 9 IN FIELD PARK SUBDIVISION)**

This ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT (this "**Assignment**") is entered into on this ____ day of January, 2025, by and between Hinsdale United Methodist Church, as successor to the First United Methodist Church of Western Springs (hereinafter referred to as the "**Church**" or "**Assignor**"), and Fairfield Properties, LLC, an Illinois limited liability company, of Hinsdale, Illinois (hereinafter referred to as "**Developer**" or "**Assignee**") and the Village of Western Springs, an Illinois non-home rule municipal corporation located in Cook County, Illinois (hereinafter referred to as "**Village**"). The Assignor, the Assignee and the Village are collectively referred to as the "**Parties**" and individually as a "**Party**" under this Assignment.

RECITALS

WHEREAS, the Church is the owner of tracts of land with a common address of 4300 Franklin Avenue, Western Springs, Illinois, consisting of three (3) residentially zoned lots zoned under the R2 Single-Family Residence District classification, and legally described in **Exhibit "A"** attached hereto and made a part hereof (the "**Property**"); and

WHEREAS, with the passage of Resolution No. 14-2268 on April 28, 2014, the Church and the Village approved and entered into a certain Letter of Agreement for the construction and maintenance of a public sidewalk dated April 28, 2014, and the Church, as Grantor, and the Village, as Grantee, approved and executed a related Plat of Easement for Public Sidewalk, dated April 28, 2014, and the Letter of Agreement and the Plat were recorded May 14, 2014 in Cook County, Illinois as Document 1413445068. As a result, the Village is the holder of an easement for the construction and maintenance of a public sidewalk over a portion of the Property (the "**Sidewalk Easement**"); and

WHEREAS, the Church has entered into a real estate purchase and sale contract for the sale of fee simple title of the Property to the Developer. The Developer desires to purchase the Property to construct three (3) new residential homes and related driveway improvements in substantial conformance with consistent with Sheet A.02 of the "4300 Howard Avenue Residential Development Site Plan" (the "**Site Plan**") submitted by the Developer to the Village (the "4300 Howard Avenue Residential Development"). A copy of the Site Plan, which consists of Sheet A.01 (Parkway Demolition Plan) and Sheet A.02 (Parkway Restoration Plan) dated October 22, 2024, is attached hereto as **Exhibit "B"** and made a part hereof; and

WHEREAS, to address certain Church obligations in the Letter of Agreement and to allow the Developer to construct the Development, by a letter dated October 25, 2024 issued by the Church to the Village, the Church and the Developer have requested that the Village agree to: (a) the termination of the Letter of Agreement; (b) the approval of a Plat of Abrogation of Easement for Public Sidewalk to terminate the Sidewalk Easement; (c) the removal of the existing public sidewalk and construction of a new replacement public sidewalk within the Village's 43rd Street right-of-way by the Developer, at its cost, as part of the construction of the Development; (d) the removal of the diagonal public parking spaces from the 43rd Street right-of-way by the Developer, at its cost, as part of the construction of the Development; (e) the restoration of the 43rd Street curb and parkway by the Developer, at its cost, as part of the construction of the Development; and (f) the repeal of the following zoning ordinance approved by the President and Board of

Trustees of the Village (the “Corporate Authorities”) relative to the Church and activities formerly conducted at the Property: Ordinance No. 18-2934 (Ordinance Approving A Conditional Use Permit For The Installation And Operation Of An Early Childhood Education Center At The 4300 Howard Avenue Property); (the “2018 CUP Ordinance”). A copy of the Plat of Abrogation for Public Sidewalk Easement (Address: 4300 Franklin Avenue, Western Springs, Illinois) with a survey date of September 27, 2024 and prepared by Kabal Surveying Company is attached hereto as **Exhibit “C”** and made a part hereof (the “Plat of Sidewalk Easement Abrogation”); and

WHEREAS, subject to the corporate authorities of the Village granting approval of this Assignment, the Church and the Developer have approved and entered into this Assignment, the form and content of which has been approved by the Village Attorney, to authorize the Developer to negotiate and enter into the Redevelopment Agreement (as defined below) with the Village prior to completing the purchase of the Property that will obligate the Developer, at its cost, to construct the Development and to complete the below-listed activities that are part of the Conditions of Approval, as set forth below in Section 4 of this Assignment, after the issuance of a Village site development permit or building permit for construction of the Development (the “Developer Obligations”); and

WHEREAS, under this Assignment and the Redevelopment Agreement, all of the Church’s rights, liabilities and responsibilities for the completion of the Sidewalk Removal and Replacement/Relocation Work, the Parking Space Removal Work and the Parkway Restoration Work, as those terms are defined under the Developer Obligations and set forth below in Section 4 of this Assignment, are being assigned to and assumed by the Developer, as the Church would be required to fulfill such obligations if the Letter of Agreement was not being terminated by the Village and the Church. The Developer accepts the assignment and assumption of all rights, liabilities and responsibilities for the completion of the Sidewalk Removal and Replacement/Relocation Work, the Parking Space Removal Work and the Parkway Restoration Work from the Church, and agrees to complete the other Developer Obligations as set forth below in Section 4 of this this Assignment. As part of its approval of this Assignment, the Village approves of the assignment and assumption of the Church’s rights, liabilities and responsibilities for the completion of the Sidewalk Removal and Replacement/Relocation Work, the Parking Space Removal Work and the Parkway Restoration Work to the Developer; and

WHEREAS, the Corporate Authorities of the Village of Western Springs are authorized, under the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), and the statutory and constitutional authority and intergovernmental cooperation powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the 1970 Illinois Constitution, to approve and enter into this Assignment with the Church and the Developer, and further find that it is protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, local businesses and the public to approve and enter into this Assignment.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and the exchange of adequate consideration and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

AGREEMENT

1. **Incorporation.** Each of the Recitals set forth above are incorporated by reference into Section 1 of this Agreement as material provisions.

2. **Assignment by Assignor; Consent.** The Assignor assigns, transfers and sets over to the Assignee all of its rights, liabilities and responsibilities for the completion of the Sidewalk Removal and Replacement/Relocation Work, the Parking Space Removal Work and the Parkway Restoration Work, as those terms are defined under the Developer Obligations and set forth in Section 4 below. The Church consents to the Developer, as contract purchaser of the Property, to negotiate and enter into the Redevelopment Agreement with the Village, prior to completing the purchase of the Property, that will obligate the Developer, at its cost, to construct the Development and to complete the Developer Obligations that are set forth below in Section 4 of this Assignment.

3. **Acceptance of Assignment by Assignee.** The Assignee assumes all of the rights, liabilities and obligations of the Assignor for the completion of the Sidewalk Removal and Replacement/Relocation Work, the Parking Space Removal Work and the Parkway Restoration Work, and agrees to complete the other Developer Obligations that are set forth below in Section 4 of this Assignment.

4. **Developer Obligations.** The approval of the Corporate Authorities of the Village of the termination of the Letter Agreement, the Plat of Sidewalk Easement Abrogation, and this Assignment is conditioned upon and subject to the following:

A. Prior to the Village's approval of the termination of the Letter Agreement, the Developer shall approve and enter into a Redevelopment Agreement with the Village for the Construction of the Development (the "Redevelopment Agreement"), in a form and content as approved by the Village Attorney, that contains, at a minimum, the following conditions ("Developer Obligations"):

- (1) The Developer, at its cost, shall construct the Development in general conformance with the Site Plan (**Exhibit "B"**), subject to Village plan review amendments and Village approval of the final set of development plans.
- (2) After issuance of a Village site development permit or building permit for the Development, the Developer, at its cost, shall:
 - a. Remove and dispose of the existing public sidewalk and construct a new replacement public sidewalk and curb and gutter improvements within the Village's 43rd Street right-of-way in a typical parkway placement location, as approved by the Village Engineer ("Sidewalk Removal and Replacement/Relocation Work").
 - b. Remove and dispose of the diagonal public parking spaces from the 43rd Street right-of-way ("Parking Space Removal Work").
 - c. Complete the restoration of the 43rd Street curb and grass parkway after the sidewalk, curb and gutter replacement work and the parking space removal work is completed ("Parkway Restoration Work").
- (3) In the event the Developer, or its affiliates, successor corporations, officers, officials, trustees, successors-in-office, heirs, representatives, and assigns, transferees, successors-in-interest and successor owners ("Developer Affiliates"), fails to construct the Development or another alternate residential development that is a permitted use under the R2 Single-Family Residence District classification or fails to receive Village zoning approval of an alternate development plan within twenty-four (24) months of the Effective Date of the Redevelopment Agreement, the Developer, or its Developer Affiliates, at their cost, are required to remove the replacement public sidewalk within the Village's 43rd Street right-of-way (if constructed) and re-install the diagonal public parking spaces along the 43rd Street right-of-way with like-kind, like-quality materials

(if removed) and install a new concrete public sidewalk that is built in substantially the same location as the original sidewalk (collectively the "Replacement Sidewalk and Parking Space Improvements") within thirty-six (36) months of the Effective Date of the Redevelopment Agreement, unless the Corporate Authorities of the Village, in their sole discretion, extend the time to complete the Replacement Sidewalk and Parking Space Improvements or waive the requirement that the Developer, or its Developer Affiliates, shall complete the Replacement Sidewalk and Parking Space Improvements.

- (4) To be eligible for the issuance of a Village site development permit or building permit, the Developer, at its cost, shall comply with the Village Engineer's Preliminary Comments to the 4300 Howard Avenue & 43rd Street Parcel (United Methodist Church - Hinsdale UMC and Fairfield Properties) dated November 20, 2024, as amended or modified by the Village Engineer, as part of its submission of final development plans to the Village, and shall further comply with any final development plan review comments issued by the Village Engineer or the Community Development Department Director for the Development.
- (5) The Redevelopment Agreement shall require the Developer to post with the Village, at the time it applies for a site development permit or a building permit, an irrevocable letter of credit ("Security") in the amount of one hundred and ten percent (110%) of the "Infrastructure Cost Estimate" as required by Subsection 9.A. of the Redevelopment Agreement. The Security shall be issued for the benefit of and which may be called by the Village that ensures the completion of all public improvement work associated with the Development, including but not limited to the Sidewalk Removal and Replacement/Relocation Work and Parkway Restoration Work, Parking Space Removal Work, and the Replacement Sidewalk and Parking Space Improvements. The Security shall be posted with the Village and then renewed by the Developer, at its cost, from the date of submittal of the application for the Village site development permit or building permit for the Development through one (1) year after the Village's issuance of a certificate of completion for the Development, with the one (1) year period being a warranty period.
- (6) The Developer shall comply with all federal, State, County and Village codes, laws, ordinances and regulations that are applicable to the construction of the Development.

5. **Village Approval of Assignment.** The Village approves of the assignment and assumption of the Church's rights, liabilities and responsibilities for the completion of the Sidewalk Removal and Replacement/Relocation Work, the Parking Space Removal Work and the Parkway Restoration Work to the Developer.

6. **Notices.** Any notice or communication required or permitted to be given under this Assignment shall be in writing and shall be delivered: (i) personally; (ii) by a reputable overnight courier; (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid; or (iv) by electronic internet mail ("Email"). Email notices shall be deemed valid only to the extent that they are: (a) opened by the recipient on a business day at the address set forth below; and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three (3) business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Assignment, notices shall be deemed received after the first to occur of: (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit;

or (c) the date that is three (3) business days after deposit in the U.S. Mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 6, each Party to this Assignment shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

If to Village:

Village Manager
Village of Western Springs
740 Hillgrove Avenue
Western Springs, Illinois 60558

If to Church:

President/Authorized Corporate Officer
Current Business Address

If to Developer:

Member
Fairfield Properties, LLC
Hinsdale, Illinois

7. **Applicable Law; Venue.** This Assignment shall be governed and controlled, as to the validity, enforceability, interpretation and construction, in effect in all other respects, including, but not limited to, the legality of interest charged hereunder, by the statutory laws and decisions of the State of Illinois. The Parties agree that, for the purpose of any litigation relative to this Assignment and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the Parties consent to the *in personam* jurisdiction of said Court for any such action or proceeding.

8. **Entire Agreement; Amendment or Modification.** This Assignment contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them with respect to the subject matter of this Assignment. There are no representations, agreements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Assignment which are not fully expressed herein. No oral modification, amendment or change shall be allowed to this Assignment. Any modification, amendment or change shall be in writing and approved by the Corporate Authorities of the Village, the manager of the Developer and the governing board of the Church.

9. **Severability.** Every provision of this Assignment is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court of competent jurisdiction, such illegality or invalidity shall not affect the validity or enforceability of the remaining terms and provisions hereinabove set forth.

10. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

11. **Effective Date; Legal Authority; Binding Effect.** The "Effective Date" of this Assignment shall be the date of execution by the last signatory. This Assignment shall be in full force and effect, and legally binding, after it is signed by the duly authorized officers of each Party. Each of the signatories to this Assignment are the duly authorized representatives of their respective corporate entity and each such person has signed this Assignment pursuant to the authority duly granted to them by the corporate authorities of said corporate entity, who have acted by motion or approved a Resolution (in the Village's case, at an open public meeting) that authorized and directed the representatives to sign this Assignment. This Assignment shall be binding upon and shall inure to the benefit of the Parties agreeing hereto and to

their successor corporations, officers, officials, trustees, successors-in-office, heirs, representatives, and assigns, transferees, successors-in-interest and successor owners.

SIGNATURE PAGE TO FOLLOW

SIGNATURE PAGE

ASSIGNOR:

**Hinsdale United Methodist Church,
as successor to the First United Methodist Church
of Western Springs**

By: _____

Name: _____

Title: _____

Date: _____, 2025.

Subscribed and Sworn To Before Me
This ____ day of _____, 2025.

By: _____
Notary Public

Date: _____, 2025.

ASSIGNEE:

**Fairfield Properties, LLC,
an Illinois limited liability company**

By: _____

Name: _____

Title: _____

Date: _____, 2025.

Subscribed and Sworn To Before Me
This ____ day of _____, 2025.

By: _____
Notary Public

Date: _____, 2025.

VILLAGE:

**VILLAGE OF WESTERN SPRINGS,
an Illinois non-home rule municipal corporation**

By: _____

Name: Heidi Rudolph

Title: Village President

Date: _____, 2025.

ATTEST:

By: _____

Name: Edward Tymick

Village Clerk

Date: _____, 2025.

Exhibit "A"

Legal Description Parcel - 4300 Franklin Avenue, Western Springs, Illinois

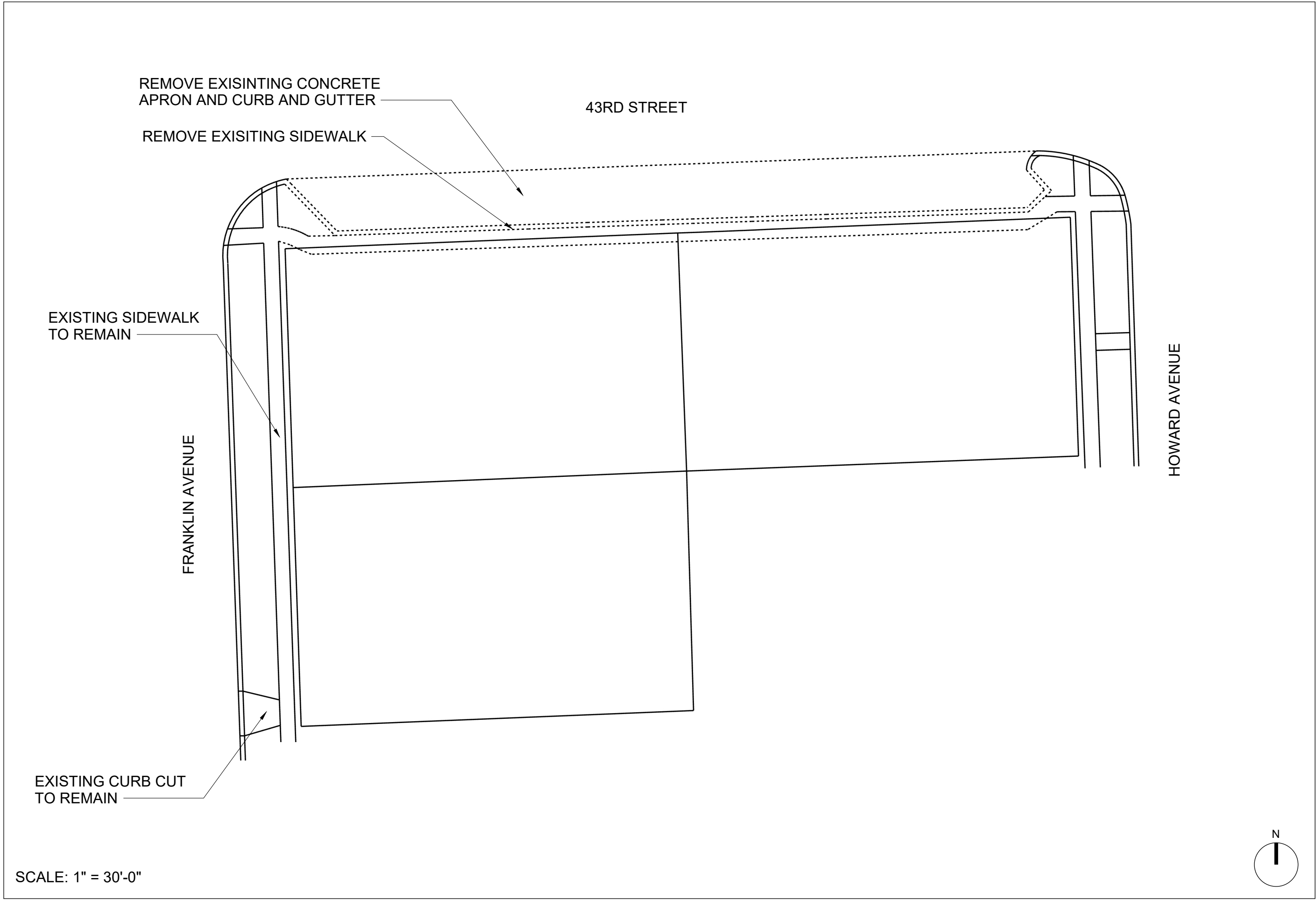
LOTS 1, 8 AND 9 IN BLOCK 26 IN FIELD PARK, A SUBDIVISION IN THE WEST 5/8 OF THE WEST 1/2 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE SOUTHEAST 1/4 PF SECTION 32, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINs: 18-05-302-001-0000
18-05-302-002-0000
18-05-302-018-0000

Exhibit "B"

**4300 Howard Avenue Residential Development Site Plan consisting of
Sheet A.01 (Parkway Demolition Plan) and Sheet A.02 (Parkway Restoration Plan)
dated October 22, 2024**

(attached)



**PARKWAY
DEMOLITION
PLAN**

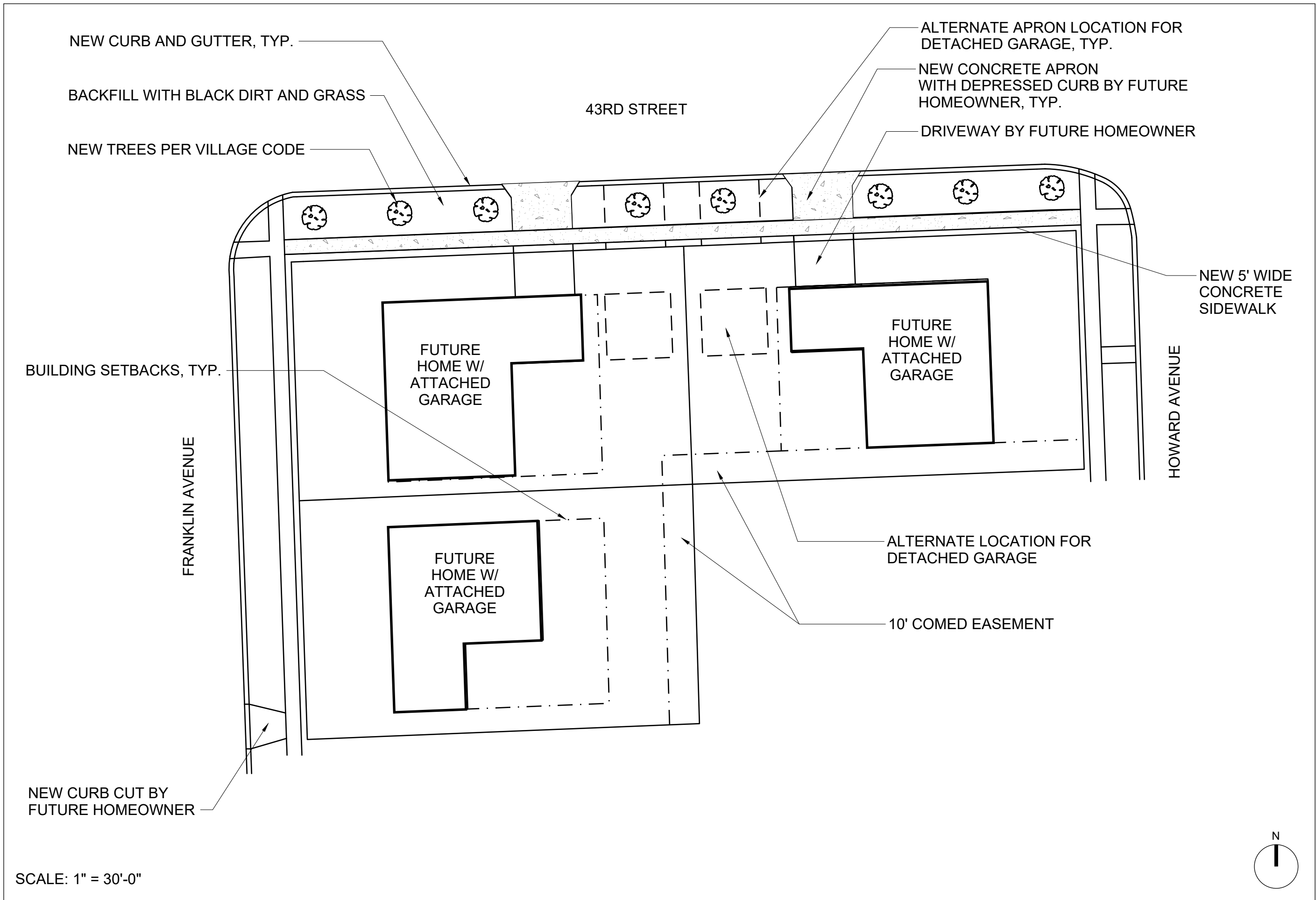
A.01

CLIENT
Fairfield Properties
330 West Chestnut, Lower Level
Hinsdale, IL 60521

PROJECT
4300 Howard
Western Springs

ISSUE
10/22/2024

DRAWN BY
BD



PARKWAY RESTORATION PLAN

A.02

CLIENT
Fairfield Properties
330 West Chestnut, Lower Level
Hinsdale, IL 60521

PROJECT
4300 Howard
Western Springs

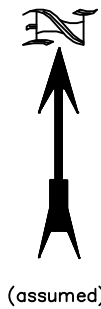
ISSUE
10/22/2024

DRAWN BY
BD

Exhibit "C"

**Plat of Abrogation for Public Sidewalk Easement
(Address: 4300 Franklin Avenue, Western Springs, Illinois)
with a survey date of September 27, 2024 and prepared by Kabal Surveying Company**

(attached)

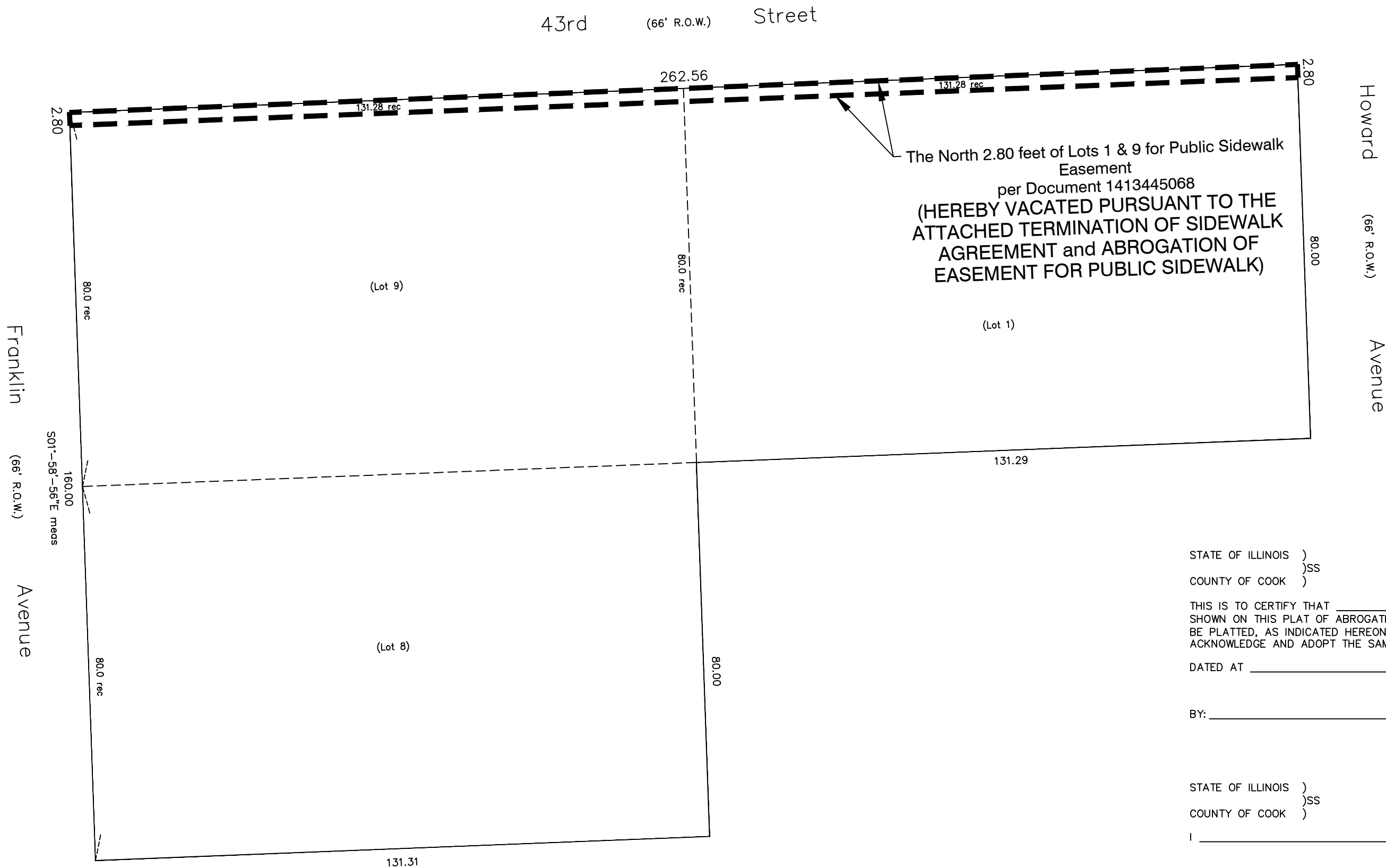


Plat of Abrogation

For Public Sidewalk Easement

Lots 1, 8 and 9 in Block 26 in Field Park, a Subdivision in the West 5/8 of the West 1/2 of Section 5, Township 38 North, Range 12, East of the Third Principal Meridian and part of the Southeast 1/4 of Section 32, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Address: 4300 Franklin Avenue, Western Springs



OWNER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)

THIS IS TO CERTIFY THAT _____ IS(ARE) THE OWNER(S) OF THE LAND SHOWN ON THIS PLAT OF ABOGATION AND HAS(HAVE) CAUSED THE SAME TO BE CAUSED THE SAME TO BE PLATTED, AS INDICATED HEREON, FOR THE PURPOSES THEREIN SET FORTH, AND DOES(DO) HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

DATED AT _____, ILLINOIS, THIS _____ DAY OF _____, _____.

BY: _____ TITLE: _____

NOTARY PUBLIC

STATE OF ILLINOIS)
COUNTY OF COOK)

I _____ A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE

AFORESAID, DO HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNERS, APPEARED BEFORE ME THIS DAY IN PERSONS AND ACKNOWLEDGE THAT THEY SIGNED THE ANNEXED PLAT AS THEIR FREE AND VOLUNTART ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC _____

VILLAGE BOARD'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)

APPROVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS,

AT A MEETING HELD THIS _____ DAY OF _____, 20____.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)

I, MITCHELL P. BALEK, DO HEREBY CERTIFY THAT I, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, PREPARED THIS PLAT OF ABOGATION AND THAT SAID PLAT IS A CORRECT AND TRUE REPRESENTATION OF SAID SURVEY, ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.

DATED THIS _____ DAY OF _____, A.D., 20 ____.

Mitchell P. Balek

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003250
MY LICENSE EXPIRES ON NOVEMBER 30, 2026

Measured bearing shown hereon is based on the Illinois East State Plane Coordinate Zone 1201 (NAD83) determined by GPS measurement

LEGEND

R.O.W. = right-of-way, E = East
N = North, W = West, S = South
meas = measured, rec = record
pch = porch, rad = radius
prc = point of reverse curve

Please check Legal Description with Deed and report any discrepancy immediately.

Surveyed _____ September _____ 27 _____, 20 ____ 24 _____

Scale: 1 inch = _____ 20 _____ ft.
Order No. _____ 241854A _____
Ordered By: _____ Hawbecker & Garver, LLC _____

Property identification numbers
18-05-302-001-0000 (Lot 9)
18-05-302-018-0000 (Lot 1)
18-05-302-002-0000 (Lot 8)

Kabal Surveying Company
Land Surveying Services
10407 West Cermak Road
Westchester, Illinois 60154
(708) 562-2652
Fax (708) 562-7314
email: kabal-surveying@comcast.net
website: KabalSurveyingCompany.com
Registration No. 184-003061

ORIGINAL SEAL IN RED

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Edward Tymick, Village Clerk of the Village of Western Springs, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my office, entitled:

RESOLUTION NO. 2025- _____

A RESOLUTION APPROVING A PLAT OF ABROGATION FOR PUBLIC SIDEWALK EASEMENT (ADDRESS: 4300 FRANKLIN AVENUE, WESTERN SPRINGS, ILLINOIS) AND APPROVING THE TERMINATION OF A LETTER OF AGREEMENT FOR CONSTRUCTION AND MAINTENANCE OF A PUBLIC SIDEWALK (4300 FRANKLIN AVENUE, WESTERN SPRINGS, ILLINOIS) AND ABROGATION OF EASEMENT FOR A PUBLIC SIDEWALK AND THE REMOVAL OF PUBLIC PARKING SPACES WITHIN THE 43RD STREET RIGHT-OF-WAY ADJACENT TO LOT 1 AND LOT 9 IN THE FIELD PARK SUBDIVISION, WESTERN SPRINGS, ILLINOIS

which Resolution was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Meeting on the 27th day of January, 2025, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 27th day of January, 2025.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Western Springs was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Western Springs, and that the result of said vote was as follows, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Western Springs, this _____ day of January, 2025.

Edward Tymick, Village Clerk

[SEAL]

RESOLUTION NO. 25- _____
VOTE: _____
AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____
DATE: January 27, 2025.
OTHER: None.

**A RESOLUTION AUTHORIZING THE APPROVAL
AND EXECUTION OF AN ASSIGNMENT,
ASSUMPTION AND CONSENT AGREEMENT FOR
THE PROPOSED 4300 HOWARD AVENUE
RESIDENTIAL DEVELOPMENT IN THE VILLAGE OF
WESTERN SPRINGS, ILLINOIS (LOTS 1, 8 AND 9 IN
FIELD PARK SUBDIVISION) AND A
REDEVELOPMENT AGREEMENT FOR THE
CONSTRUCTION OF THE PROPOSED 4300
HOWARD AVENUE RESIDENTIAL DEVELOPMENT
IN THE VILLAGE OF WESTERN SPRINGS, ILLINOIS
(LOTS 1, 8 AND 9 IN FIELD PARK SUBDIVISION).**

WHEREAS, Hinsdale United Methodist Church, as successor to the First United Methodist Church of Western Springs (the “Church”), is the owner of tracts of land with a common address of 4300 Franklin Avenue, Western Springs, Illinois, and legally described in **Exhibit “A”** attached hereto and made a part hereof (the “Property”); and

WHEREAS, with the passage of Resolution No. 14-2268 on April 28, 2014, the Church and the Village President and Board of Trustees (the “Corporate Authorities”) of the Village of Western Springs (the “Village”) approved and entered into a certain Letter of Agreement for the construction and maintenance of a public sidewalk dated April 28, 2014, and the Church, as Grantor, and the Village, as Grantee, approved and executed a related Plat of Easement for Public Sidewalk dated April 28, 2014, and the Letter of Agreement and the Plat were recorded May 14, 2014 in Cook County, Illinois as Document 1413445068. As a result, the Village is the holder of an easement for the construction and maintenance of a public sidewalk over a portion of the Property (the “Sidewalk Easement”); and

WHEREAS, the Church has entered into a real estate purchase and sale contract for the sale of fee simple title of the Property to Fairfield Properties, LLC, an Illinois limited liability company, of Hinsdale, Illinois (the “Developer”). The Developer desires to purchase the Property to construct three (3) new residential homes, referred to as the proposed “4300 Howard Avenue Residential Development” (the “Development”); and

WHEREAS, to address certain Church obligations in the Letter of Agreement and to allow the Developer to construct the Development, by a letter dated October 25, 2024 issued by the Church to the Village, the Church and the Developer have requested that the Village agree to take certain actions relative to the Property, including the approval of: (a) the termination of the Letter of Agreement; (b) the approval of a Plat of Abrogation of Easement for Public Sidewalk to terminate the Sidewalk Easement; and (c) the repeal of Ordinance No. 18-2934 (Ordinance Approving A Conditional Use Permit For The Installation And Operation Of An Early Childhood Education Center At The 4300 Howard Avenue Property) (the “2018 CUP Ordinance”); and

WHEREAS, the Church and the Village agree that, even if the Developer does not purchase the Property, the 2018 CUP Ordinance should be repealed and rescinded; and

WHEREAS, to address certain Church obligations in the Letter of Agreement and to allow the Developer to enter into a redevelopment agreement with the Village to construct the Development, the Church, the Developer and the Village have agreed to enter into an Assignment, Assumption And Consent

Agreement For The Proposed 4300 Howard Avenue Residential Development In The Village Of Western Springs, Illinois (Lots 1, 8 And 9 In Field Park Subdivision), in a form and content as approved by the Village Attorney, that requires the Developer to assume the following obligations of the Church under the Letter of Agreement: (a) the removal of the existing public sidewalk and construction of a new replacement public sidewalk within the Village's 43rd Street right-of-way by the Developer, at its cost, as part of the construction of the Development; (b) the removal of the diagonal public parking spaces from the 43rd Street right-of-way by the Developer, at its cost, as part of the construction of the Development; and (c) the restoration of the 43rd Street curb and parkway by the Developer, at its cost, as part of the construction of the Development ("Developer Obligations") as well as other development obligations regarding the Development. A copy of the ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT FOR THE PROPOSED 4300 HOWARD AVENUE RESIDENTIAL DEVELOPMENT IN THE VILLAGE OF WESTERN SPRINGS, ILLINOIS (LOTS 1, 8 AND 9 IN FIELD PARK SUBDIVISION) is attached hereto as **Exhibit "B"** (the "Assignment"); and

WHEREAS, the Assignment also authorizes the Developer to negotiate and enter into the Redevelopment Agreement with the Village prior to completing the purchase of the Property that will obligate the Developer, at its cost, to construct the Development and to complete certain activities and comply with certain conditions that are part of the Conditions of Approval, as set forth in Section 4 of the Assignment, after the issuance of a Village site development permit or building permit for construction of the Development (the "Developer Obligations"); and

WHEREAS, to address certain Church obligations in the Letter of Agreement and to allow for the construction of the Development, it is necessary for the Village and the Developer to approve and enter into the attached "REDEVELOPMENT AGREEMENT FOR THE CONSTRUCTION OF THE PROPOSED 4300 HOWARD AVENUE RESIDENTIAL DEVELOPMENT IN THE VILLAGE OF WESTERN SPRINGS, ILLINOIS (LOTS 1, 8 AND 9 IN FIELD PARK SUBDIVISION)" (the "Redevelopment Agreement") to provide for the redevelopment of the Property, including the construction of certain public improvements on behalf of the Village as described in the Redevelopment Agreement. A copy of the Redevelopment Agreement is attached hereto as **Exhibit "C"** and made a part hereof; and

WHEREAS, at open public meeting held on January 9, 2025, the Village's Planning and Zoning Committee ("Committee") reviewed and discussed the proposed 4300 Howard Avenue Residential Development and the related Assignment and Redevelopment Agreement, and received input from the Village staff on the matter, and provided an opportunity for public input on the matter. At its January 9, 2025 meeting, the Committee recommended that the Corporate Authorities of Village approve the Assignment and the Redevelopment Agreement; and

WHEREAS, at open public meeting held on January 13, 2025, the Corporate Authorities of Village reviewed and discussed the Committee's recommendation regarding the proposed Development and the related Assignment and the Redevelopment Agreement, and received input from the Village staff on the matter and provided an opportunity for input from the public on the matter. At its January 13, 2025 meeting, the Corporate Authorities of the Village accepted the Committee's recommendation regarding approval of the Assignment and the Redevelopment Agreement; and

WHEREAS, the Corporate Authorities of the Village of Western Springs are authorized, under the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), and the intergovernmental cooperation powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the Constitution of the State of

Illinois of 1970, to approve and enter into the Redevelopment Agreement, and further find that it is protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, local businesses and the public to approve and enter into the Assignment and the Redevelopment Agreement.

BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Incorporation. Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: Approval and Execution of Assignment and Other Related Documents. The Village President and Board of Trustees of the Village of Western Springs authorize the approval and execution of the final version of the attached Assignment (**Exhibit "B"**), which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and all other instruments and documents that are necessary to fulfill the Village's obligations under the Assignment.

SECTION 3: Approval and Execution of Redevelopment Agreement and Other Related Documents. The Village President and Board of Trustees of the Village of Western Springs authorize the approval and execution of the final version of the attached Redevelopment Agreement (**Exhibit "C"**), which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and all other instruments and documents that are necessary to fulfill the Village's obligations under the Redevelopment Agreement.

SECTION 4: Termination of Resolution for Failure of Developer to Acquire Title to the Property. The validity of this Resolution is subject to the Developer purchasing the Property from the Property Owner. In the event the Developer does not purchase the Property from the Property Owner, upon written notice delivered to the Village Manager of the termination of the real estate purchase contract entered into between the Property Owner and the Developer, this Resolution shall automatically terminate without further action by the Corporate Authorities of the Village and shall be void and unenforceable. If the Developer does not purchase the Property, the Developer agrees to waive all claims, causes of action and damages of any kind that the Developer could file against the Village arising out of or related to the termination of this Resolution based on the Developer not purchasing the Property. The Developer is required to provide written notice to the Village within five (5) calendar days of the termination of the real estate purchase contract.

SECTION 5: Delivery of Assignment and Redevelopment Agreement and Other Documents. After approval and execution of this Resolution and the Redevelopment Agreement by the Village President and Village Clerk, or their designees, the Village Clerk's Office shall arrange for the delivery of certified copies of this Resolution and executed versions of the attached Assignment and the Redevelopment Agreement to the Church and the Developer for record retention purposes.

SECTION 6: Effective Date. This Resolution shall be in full force and effect from and after its passage and approval as provided by State law.

PASSED by the Village President and Board of Trustees of the Village of Western Springs, Cook County, Illinois, on a roll call vote at a Regular Meeting thereof, held on the 27th day of January, 2025, and approved by me as Village President, and attested by the Village Clerk on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

Draft

Exhibit "A"

Legal Description of Parcel – 4300 Franklin Avenue, Western Springs, Illinois.

LOTS 1, 8 AND 9 IN BLOCK 26 IN FIELD PARK, A SUBDIVISION IN THE WEST 5/8 OF THE WEST 1/2 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINs: 18-05-302-001-0000
18-05-302-002-0000
18-05-302-018-0000

Exhibit "B"

**Assignment, Assumption And Consent Agreement
For The Proposed 4300 Howard Avenue Residential Development
In The Village Of Western Springs, Illinois
(Lots 1, 8 And 9 In Field Park Subdivision)**

(attached)

**ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT
ENTERED INTO BY HINSDALE UNITED METHODIST CHURCH, AS SUCCESSOR TO
THE FIRST UNITED METHODIST CHURCH OF WESTERN SPRINGS, AND FAIRFIELD PROPERTIES, LLC
FOR THE PROPOSED 4300 HOWARD AVENUE RESIDENTIAL DEVELOPMENT
IN THE VILLAGE OF WESTERN SPRINGS, ILLINOIS
(LOTS 1, 8 AND 9 IN FIELD PARK SUBDIVISION)**

This ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT (this "**Assignment**") is entered into on this ____ day of January, 2025, by and between Hinsdale United Methodist Church, as successor to the First United Methodist Church of Western Springs (hereinafter referred to as the "**Church**" or "**Assignor**"), and Fairfield Properties, LLC, an Illinois limited liability company, of Hinsdale, Illinois (hereinafter referred to as "**Developer**" or "**Assignee**") and the Village of Western Springs, an Illinois non-home rule municipal corporation located in Cook County, Illinois (hereinafter referred to as "**Village**"). The Assignor, the Assignee and the Village are collectively referred to as the "**Parties**" and individually as a "**Party**" under this Assignment.

RECITALS

WHEREAS, the Church is the owner of tracts of land with a common address of 4300 Franklin Avenue, Western Springs, Illinois, consisting of three (3) residentially zoned lots zoned under the R2 Single-Family Residence District classification, and legally described in **Exhibit "A"** attached hereto and made a part hereof (the "**Property**"); and

WHEREAS, with the passage of Resolution No. 14-2268 on April 28, 2014, the Church and the Village approved and entered into a certain Letter of Agreement for the construction and maintenance of a public sidewalk dated April 28, 2014, and the Church, as Grantor, and the Village, as Grantee, approved and executed a related Plat of Easement for Public Sidewalk, dated April 28, 2014, and the Letter of Agreement and the Plat were recorded May 14, 2014 in Cook County, Illinois as Document 1413445068. As a result, the Village is the holder of an easement for the construction and maintenance of a public sidewalk over a portion of the Property (the "**Sidewalk Easement**"); and

WHEREAS, the Church has entered into a real estate purchase and sale contract for the sale of fee simple title of the Property to the Developer. The Developer desires to purchase the Property to construct three (3) new residential homes and related driveway improvements in substantial conformance with consistent with Sheet A.02 of the "4300 Howard Avenue Residential Development Site Plan" (the "**Site Plan**") submitted by the Developer to the Village (the "4300 Howard Avenue Residential Development"). A copy of the Site Plan, which consists of Sheet A.01 (Parkway Demolition Plan) and Sheet A.02 (Parkway Restoration Plan) dated October 22, 2024, is attached hereto as **Exhibit "B"** and made a part hereof; and

WHEREAS, to address certain Church obligations in the Letter of Agreement and to allow the Developer to construct the Development, by a letter dated October 25, 2024 issued by the Church to the Village, the Church and the Developer have requested that the Village agree to: (a) the termination of the Letter of Agreement; (b) the approval of a Plat of Abrogation of Easement for Public Sidewalk to terminate the Sidewalk Easement; (c) the removal of the existing public sidewalk and construction of a new replacement public sidewalk within the Village's 43rd Street right-of-way by the Developer, at its cost, as part of the construction of the Development; (d) the removal of the diagonal public parking spaces from the 43rd Street right-of-way by the Developer, at its cost, as part of the construction of the Development; (e) the restoration of the 43rd Street curb and parkway by the Developer, at its cost, as part of the construction of the Development; and (f) the repeal of the following zoning ordinance approved by the President and Board of

Trustees of the Village (the “Corporate Authorities”) relative to the Church and activities formerly conducted at the Property: Ordinance No. 18-2934 (Ordinance Approving A Conditional Use Permit For The Installation And Operation Of An Early Childhood Education Center At The 4300 Howard Avenue Property); (the “2018 CUP Ordinance”). A copy of the Plat of Abrogation for Public Sidewalk Easement (Address: 4300 Franklin Avenue, Western Springs, Illinois) with a survey date of September 27, 2024 and prepared by Kabal Surveying Company is attached hereto as **Exhibit “C”** and made a part hereof (the “Plat of Sidewalk Easement Abrogation”); and

WHEREAS, subject to the corporate authorities of the Village granting approval of this Assignment, the Church and the Developer have approved and entered into this Assignment, the form and content of which has been approved by the Village Attorney, to authorize the Developer to negotiate and enter into the Redevelopment Agreement (as defined below) with the Village prior to completing the purchase of the Property that will obligate the Developer, at its cost, to construct the Development and to complete the below-listed activities that are part of the Conditions of Approval, as set forth below in Section 4 of this Assignment, after the issuance of a Village site development permit or building permit for construction of the Development (the “Developer Obligations”); and

WHEREAS, under this Assignment and the Redevelopment Agreement, all of the Church’s rights, liabilities and responsibilities for the completion of the Sidewalk Removal and Replacement/Relocation Work, the Parking Space Removal Work and the Parkway Restoration Work, as those terms are defined under the Developer Obligations and set forth below in Section 4 of this Assignment, are being assigned to and assumed by the Developer, as the Church would be required to fulfill such obligations if the Letter of Agreement was not being terminated by the Village and the Church. The Developer accepts the assignment and assumption of all rights, liabilities and responsibilities for the completion of the Sidewalk Removal and Replacement/Relocation Work, the Parking Space Removal Work and the Parkway Restoration Work from the Church, and agrees to complete the other Developer Obligations as set forth below in Section 4 of this this Assignment. As part of its approval of this Assignment, the Village approves of the assignment and assumption of the Church’s rights, liabilities and responsibilities for the completion of the Sidewalk Removal and Replacement/Relocation Work, the Parking Space Removal Work and the Parkway Restoration Work to the Developer; and

WHEREAS, the Corporate Authorities of the Village of Western Springs are authorized, under the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), and the statutory and constitutional authority and intergovernmental cooperation powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the 1970 Illinois Constitution, to approve and enter into this Assignment with the Church and the Developer, and further find that it is protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, local businesses and the public to approve and enter into this Assignment.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and the exchange of adequate consideration and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

AGREEMENT

1. **Incorporation.** Each of the Recitals set forth above are incorporated by reference into Section 1 of this Agreement as material provisions.

2. **Assignment by Assignor; Consent.** The Assignor assigns, transfers and sets over to the Assignee all of its rights, liabilities and responsibilities for the completion of the Sidewalk Removal and Replacement/Relocation Work, the Parking Space Removal Work and the Parkway Restoration Work, as those terms are defined under the Developer Obligations and set forth in Section 4 below. The Church consents to the Developer, as contract purchaser of the Property, to negotiate and enter into the Redevelopment Agreement with the Village, prior to completing the purchase of the Property, that will obligate the Developer, at its cost, to construct the Development and to complete the Developer Obligations that are set forth below in Section 4 of this Assignment.

3. **Acceptance of Assignment by Assignee.** The Assignee assumes all of the rights, liabilities and obligations of the Assignor for the completion of the Sidewalk Removal and Replacement/Relocation Work, the Parking Space Removal Work and the Parkway Restoration Work, and agrees to complete the other Developer Obligations that are set forth below in Section 4 of this Assignment.

4. **Developer Obligations.** The approval of the Corporate Authorities of the Village of the termination of the Letter Agreement, the Plat of Sidewalk Easement Abrogation, and this Assignment is conditioned upon and subject to the following:

A. Prior to the Village's approval of the termination of the Letter Agreement, the Developer shall approve and enter into a Redevelopment Agreement with the Village for the Construction of the Development (the "Redevelopment Agreement"), in a form and content as approved by the Village Attorney, that contains, at a minimum, the following conditions ("Developer Obligations"):

- (1) The Developer, at its cost, shall construct the Development in general conformance with the Site Plan (**Exhibit "B"**), subject to Village plan review amendments and Village approval of the final set of development plans.
- (2) After issuance of a Village site development permit or building permit for the Development, the Developer, at its cost, shall:
 - a. Remove and dispose of the existing public sidewalk and construct a new replacement public sidewalk and curb and gutter improvements within the Village's 43rd Street right-of-way in a typical parkway placement location, as approved by the Village Engineer ("Sidewalk Removal and Replacement/Relocation Work").
 - b. Remove and dispose of the diagonal public parking spaces from the 43rd Street right-of-way ("Parking Space Removal Work").
 - c. Complete the restoration of the 43rd Street curb and grass parkway after the sidewalk, curb and gutter replacement work and the parking space removal work is completed ("Parkway Restoration Work").
- (3) In the event the Developer, or its affiliates, successor corporations, officers, officials, trustees, successors-in-office, heirs, representatives, and assigns, transferees, successors-in-interest and successor owners ("Developer Affiliates"), fails to construct the Development or another alternate residential development that is a permitted use under the R2 Single-Family Residence District classification or fails to receive Village zoning approval of an alternate development plan within twenty-four (24) months of the Effective Date of the Redevelopment Agreement, the Developer, or its Developer Affiliates, at their cost, are required to remove the replacement public sidewalk within the Village's 43rd Street right-of-way (if constructed) and re-install the diagonal public parking spaces along the 43rd Street right-of-way with like-kind, like-quality materials

(if removed) and install a new concrete public sidewalk that is built in substantially the same location as the original sidewalk (collectively the "Replacement Sidewalk and Parking Space Improvements") within thirty-six (36) months of the Effective Date of the Redevelopment Agreement, unless the Corporate Authorities of the Village, in their sole discretion, extend the time to complete the Replacement Sidewalk and Parking Space Improvements or waive the requirement that the Developer, or its Developer Affiliates, shall complete the Replacement Sidewalk and Parking Space Improvements.

- (4) To be eligible for the issuance of a Village site development permit or building permit, the Developer, at its cost, shall comply with the Village Engineer's Preliminary Comments to the 4300 Howard Avenue & 43rd Street Parcel (United Methodist Church - Hinsdale UMC and Fairfield Properties) dated November 20, 2024, as amended or modified by the Village Engineer, as part of its submission of final development plans to the Village, and shall further comply with any final development plan review comments issued by the Village Engineer or the Community Development Department Director for the Development.
- (5) The Redevelopment Agreement shall require the Developer to post with the Village, at the time it applies for a site development permit or a building permit, an irrevocable letter of credit ("Security") in the amount of one hundred and ten percent (110%) of the "Infrastructure Cost Estimate" as required by Subsection 9.A. of the Redevelopment Agreement. The Security shall be issued for the benefit of and which may be called by the Village that ensures the completion of all public improvement work associated with the Development, including but not limited to the Sidewalk Removal and Replacement/Relocation Work and Parkway Restoration Work, Parking Space Removal Work, and the Replacement Sidewalk and Parking Space Improvements. The Security shall be posted with the Village and then renewed by the Developer, at its cost, from the date of submittal of the application for the Village site development permit or building permit for the Development through one (1) year after the Village's issuance of a certificate of completion for the Development, with the one (1) year period being a warranty period.
- (6) The Developer shall comply with all federal, State, County and Village codes, laws, ordinances and regulations that are applicable to the construction of the Development.

5. **Village Approval of Assignment.** The Village approves of the assignment and assumption of the Church's rights, liabilities and responsibilities for the completion of the Sidewalk Removal and Replacement/Relocation Work, the Parking Space Removal Work and the Parkway Restoration Work to the Developer.

6. **Notices.** Any notice or communication required or permitted to be given under this Assignment shall be in writing and shall be delivered: (i) personally; (ii) by a reputable overnight courier; (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid; or (iv) by electronic internet mail ("Email"). Email notices shall be deemed valid only to the extent that they are: (a) opened by the recipient on a business day at the address set forth below; and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three (3) business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Assignment, notices shall be deemed received after the first to occur of: (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit;

or (c) the date that is three (3) business days after deposit in the U.S. Mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 6, each Party to this Assignment shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

If to Village:

Village Manager
Village of Western Springs
740 Hillgrove Avenue
Western Springs, Illinois 60558

If to Church:

President/Authorized Corporate Officer
Current Business Address

If to Developer:

Member
Fairfield Properties, LLC
Hinsdale, Illinois

7. **Applicable Law; Venue.** This Assignment shall be governed and controlled, as to the validity, enforceability, interpretation and construction, in effect in all other respects, including, but not limited to, the legality of interest charged hereunder, by the statutory laws and decisions of the State of Illinois. The Parties agree that, for the purpose of any litigation relative to this Assignment and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the Parties consent to the *in personam* jurisdiction of said Court for any such action or proceeding.

8. **Entire Agreement; Amendment or Modification.** This Assignment contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them with respect to the subject matter of this Assignment. There are no representations, agreements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Assignment which are not fully expressed herein. No oral modification, amendment or change shall be allowed to this Assignment. Any modification, amendment or change shall be in writing and approved by the Corporate Authorities of the Village, the manager of the Developer and the governing board of the Church.

9. **Severability.** Every provision of this Assignment is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court of competent jurisdiction, such illegality or invalidity shall not affect the validity or enforceability of the remaining terms and provisions hereinabove set forth.

10. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

11. **Effective Date; Legal Authority; Binding Effect.** The "Effective Date" of this Assignment shall be the date of execution by the last signatory. This Assignment shall be in full force and effect, and legally binding, after it is signed by the duly authorized officers of each Party. Each of the signatories to this Assignment are the duly authorized representatives of their respective corporate entity and each such person has signed this Assignment pursuant to the authority duly granted to them by the corporate authorities of said corporate entity, who have acted by motion or approved a Resolution (in the Village's case, at an open public meeting) that authorized and directed the representatives to sign this Assignment. This Assignment shall be binding upon and shall inure to the benefit of the Parties agreeing hereto and to

their successor corporations, officers, officials, trustees, successors-in-office, heirs, representatives, and assigns, transferees, successors-in-interest and successor owners.

SIGNATURE PAGE TO FOLLOW

SIGNATURE PAGE

ASSIGNOR:

**Hinsdale United Methodist Church,
as successor to the First United Methodist Church
of Western Springs**

By: _____

Name: _____

Title: _____

Date: _____, 2025.

Subscribed and Sworn To Before Me
This ____ day of _____, 2025.

By: _____

Notary Public

Date: _____, 2025.

ASSIGNEE:

**Fairfield Properties, LLC,
an Illinois limited liability company**

By: _____

Name: _____

Title: _____

Date: _____, 2025.

Subscribed and Sworn To Before Me
This ____ day of _____, 2025.

By: _____

Notary Public

Date: _____, 2025.

VILLAGE:

**VILLAGE OF WESTERN SPRINGS,
an Illinois non-home rule municipal corporation**

By: _____

Name: Heidi Rudolph

Title: Village President

Date: _____, 2025.

ATTEST:

By: _____

Name: Edward Tymick

Village Clerk

Date: _____, 2025.

Exhibit "A"

Legal Description Parcel - 4300 Franklin Avenue, Western Springs, Illinois

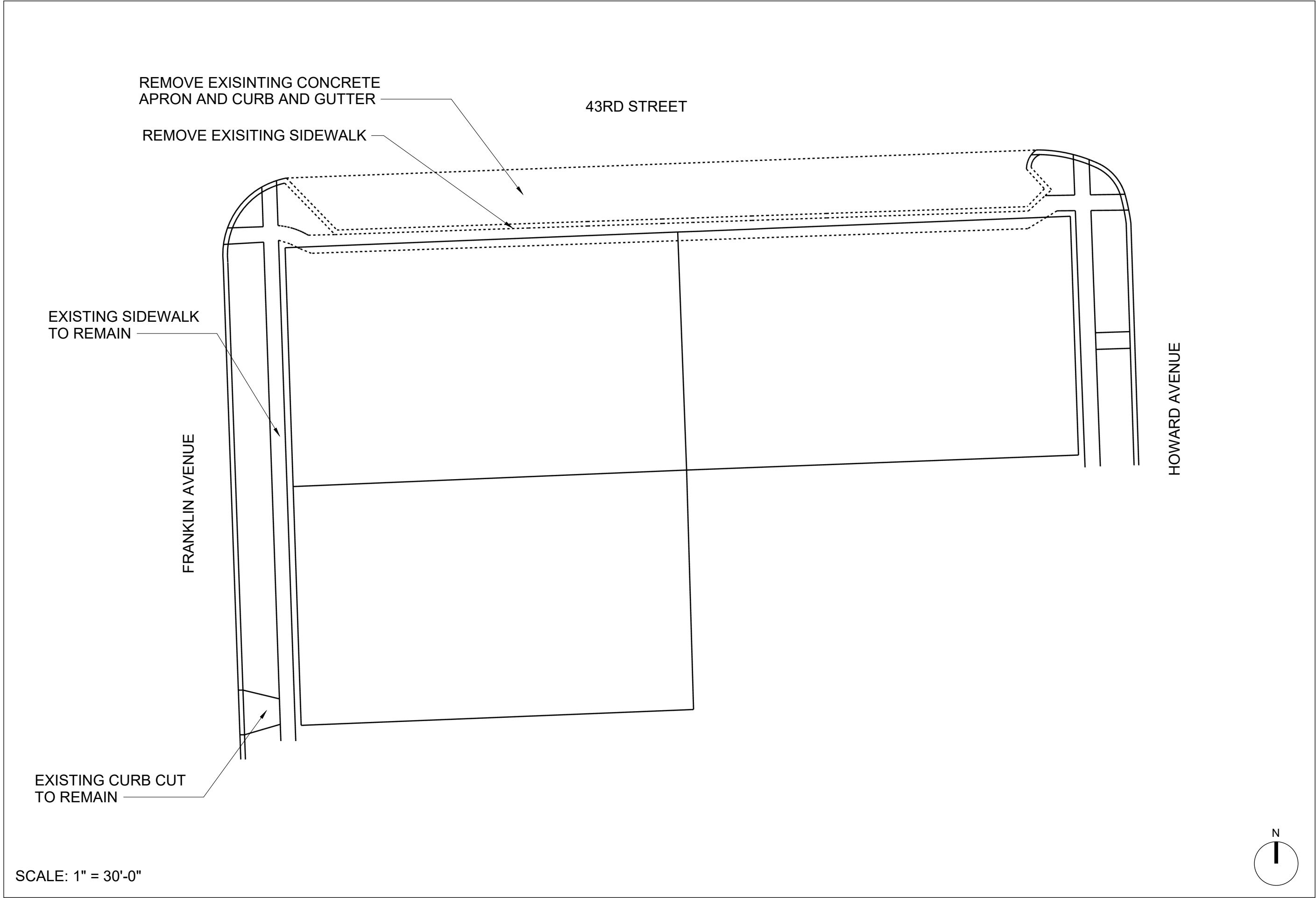
LOTS 1, 8 AND 9 IN BLOCK 26 IN FIELD PARK, A SUBDIVISION IN THE WEST 5/8 OF THE WEST 1/2 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE SOUTHEAST 1/4 PF SECTION 32, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINs: 18-05-302-001-0000
18-05-302-002-0000
18-05-302-018-0000

Exhibit "B"

**4300 Howard Avenue Residential Development Site Plan consisting of
Sheet A.01 (Parkway Demolition Plan) and Sheet A.02 (Parkway Restoration Plan)
dated October 22, 2024**

(attached)



**PARKWAY
DEMOLITION
PLAN**

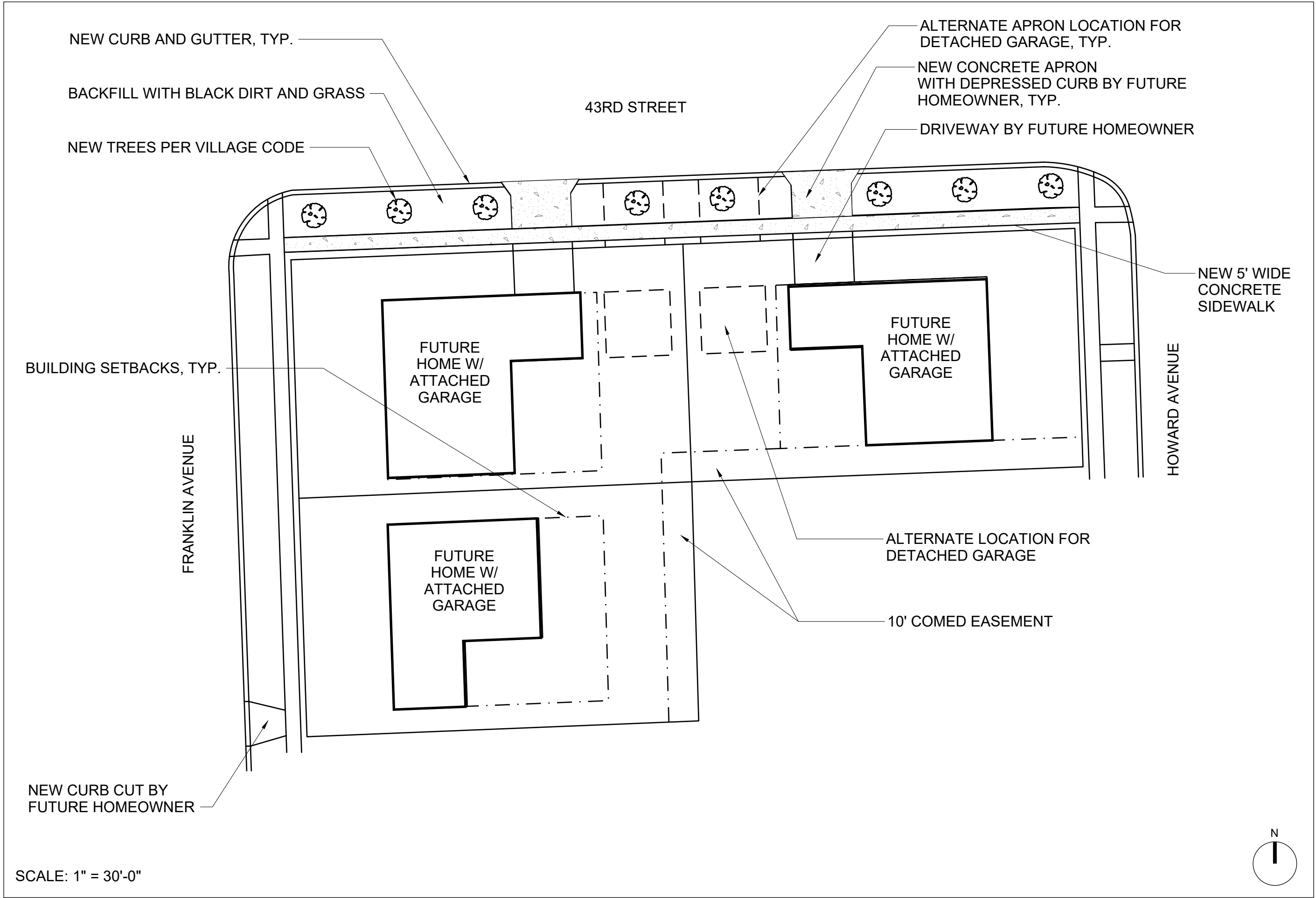
CLIENT
Fairfield Properties
330 West Chestnut, Lower Level
Hinsdale, IL 60521

PROJECT
4300 Howard
Western Springs

ISSUE
10/22/2024

DRAWN BY
BD

A.01



CLIENT
Fairfield Properties
330 West Chestnut, Lower Level
Hinsdale, IL 60521

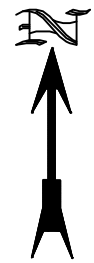
PROJECT
4300 Howard
Western Springs

ISSUE
10/22/2024
DRAWN BY
BD

Exhibit "C"

**Plat of Abrogation for Public Sidewalk Easement
(Address: 4300 Franklin Avenue, Western Springs, Illinois)
with a survey date of September 27, 2024 and prepared by Kabal Surveying Company**

(attached)



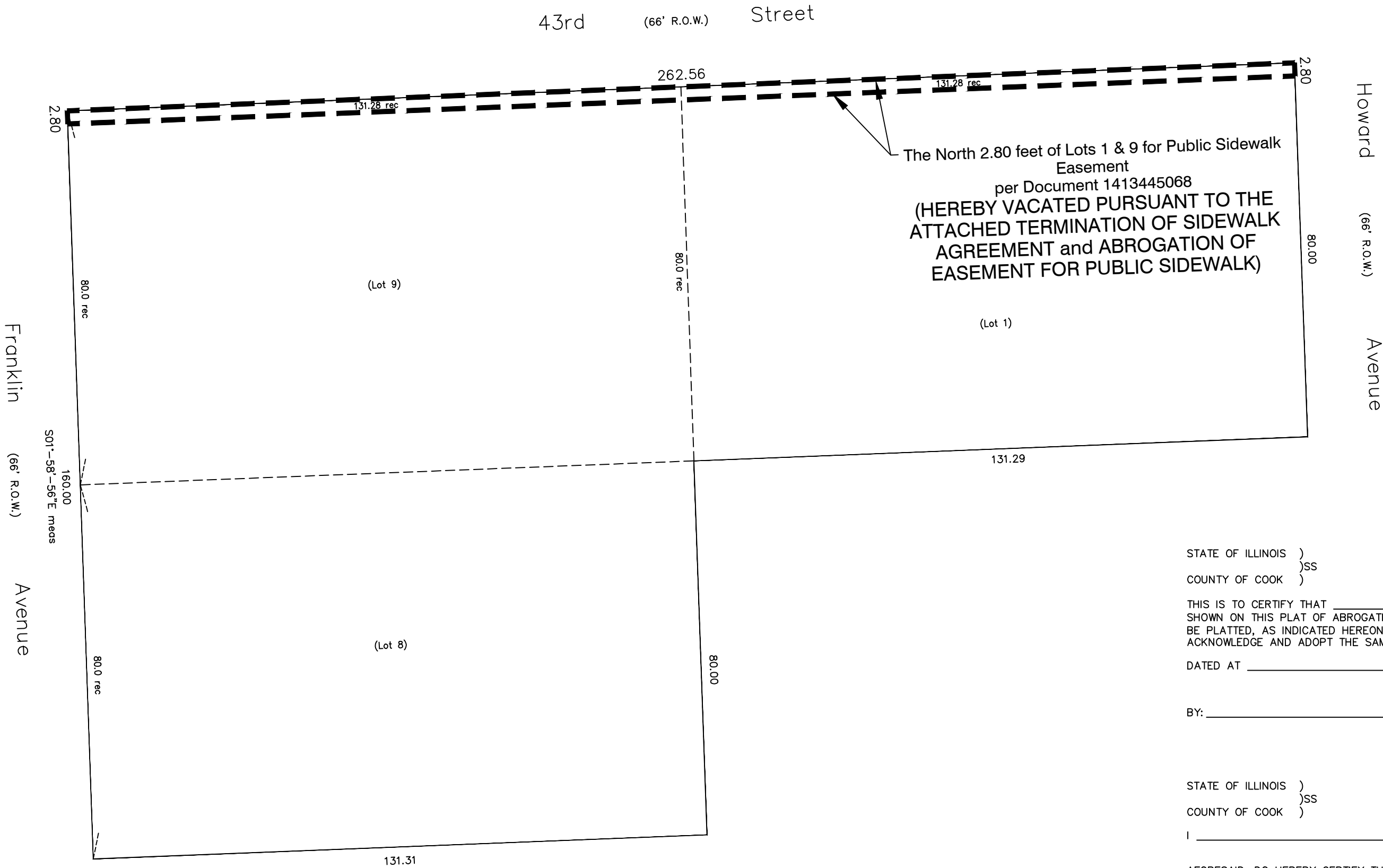
(assumed)

Plat of Abrogation

For Public Sidewalk Easement

Lots 1, 8 and 9 in Block 26 in Field Park, a Subdivision in the West 5/8 of the West 1/2 of Section 5, Township 38 North, Range 12, East of the Third Principal Meridian and part of the Southeast 1/4 of Section 32, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Address: 4300 Franklin Avenue, Western Springs



OWNER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)SS

THIS IS TO CERTIFY THAT _____ IS(ARE) THE OWNER(S) OF THE LAND SHOWN ON THIS PLAT OF ABROGATION AND HAS(HAVE) CAUSED THE SAME TO BE CAUSED THE SAME TO BE PLATTED, AS INDICATED HEREON, FOR THE PURPOSES THEREIN SET FORTH, AND DOES(DO) HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

DATED AT _____, ILLINOIS, THIS _____ DAY OF _____, _____.

BY: _____ TITLE: _____

NOTARY PUBLIC

STATE OF ILLINOIS)
COUNTY OF COOK)SS

I _____ A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE

AFORESAID, DO HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNERS, APPEARED BEFORE ME THIS DAY IN PERSONS AND ACKNOWLEDGE THAT THEY SIGNED THE ANNEXED PLAT AS THEIR FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC _____

VILLAGE BOARD'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)SS

APPROVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS,

AT A MEETING HELD THIS _____ DAY OF _____, 20____.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)SS

I, MITCHELL P. BALEK, DO HEREBY CERTIFY THAT I, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, PREPARED THIS PLAT OF ABROGATION AND THAT SAID PLAT IS A CORRECT AND TRUE REPRESENTATION OF SAID SURVEY, ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.

DATED THIS _____ DAY OF _____, A.D., 20 ____.

Mitchell P. Balek

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003250
MY LICENSE EXPIRES ON NOVEMBER 30, 2026

Measured bearing shown hereon is based on the Illinois East State Plane Coordinate Zone 1201 (NAD83) determined by GPS measurement

LEGEND

R.O.W. = right-of-way, E = East
N = North, W = West, S = South
meas = measured, rec = record
pch = porch, rad = radius
prc = point of reverse curve

Please check Legal Description with Deed and report any discrepancy immediately.

Surveyed _____ September _____ 27 _____, 20 ____ 24 _____

Property identification numbers
18-05-302-001-0000 (Lot 9)
18-05-302-018-0000 (Lot 1)
18-05-302-002-0000 (Lot 8)

Kabal Surveying Company
Land Surveying Services
10407 West Cermak Road
Westchester, Illinois 60154
(708) 562-2652
Fax (708) 562-7314
email: kabal-surveying@comcast.net
website: KabalSurveyingCompany.com
Registration No. 184-003061

Scale: 1 inch = _____ 20 _____ ft.

Order No. _____ 241854A _____

Ordered By: _____ Hawbecker & Garver, LLC _____

ORIGINAL SEAL IN RED

Exhibit "C"

**Redevelopment Agreement
between the Village of Western Springs and Fairfield Properties, LLC
Relative to the Construction of the Proposed 4300 Howard Residential Development
(Lots 1, 8 And 9 In Field Park Subdivision)**

(attached)

Draft

After Recording Return To:
Michael T. Jurusik
Klein, Thorpe and Jenkins, Ltd.
900 Oakmont Lane, Suite 301
Westmont, Illinois 60559

Version dated 12.30.2024

Common Address:

4300 Howard Avenue
Western Springs, Illinois 60558

This space for Recorder of Deeds Office use only

Property Identification Numbers:

18-05-302-001-0000
18-05-302-002-0000
18-05-302-018-0000

**REDEVELOPMENT AGREEMENT BY AND BETWEEN
THE VILLAGE OF WESTERN SPRINGS, ILLINOIS AND FAIRFIELD PROPERTIES, LLC
FOR THE 4300 HOWARD AVENUE RESIDENTIAL DEVELOPMENT
(4300 Howard Avenue, Western Springs, Illinois)**

THIS REDEVELOPMENT AGREEMENT ("Agreement") is dated the ____ day of _____, 2025 ("**Effective Date**"), and is entered into by and between the **VILLAGE OF WESTERN SPRINGS**, an Illinois municipal corporation ("**Village**"), and **FAIRFIELD PROPERTIES, LLC**, an Illinois limited liability company, with its principal corporate office located at _____, Hinsdale, Illinois ("**Applicant**" or "**Developer**"), by and through their respective duly authorized agents and/or representatives. The Village and the Developer are at times referred to below individually as a "**Party**" and collectively as the "**Parties**".

IN CONSIDERATION OF the mutual covenants and promises as contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

SECTION 1. RECITALS.

A. The Village, a non-home rule municipality, is a duly constituted and existing municipality within the meaning of Section 1 (Municipalities And Units Of Local Government) and Section 7 (Counties and Municipalities Other Than Home Rule Units) of Article VII (Local Government) of the Constitution of the State of Illinois of 1970.

B. The Village is authorized, under the provisions of Section 10 (Intergovernmental Cooperation) of Article VII (Local Government) of the State of Illinois Constitution of 1970, to contract and otherwise associate with individuals, associations and corporations in any manner not prohibited by law. The Village has the statutory authority to promote the health, safety and welfare of the Village and its residents, to encourage private development in order to enhance the local tax base, and to enter into contractual agreements with developers and redevelopers to achieve these objectives.

C. As of _____, 2024, the Developer is the contract purchaser and prospective developer of the real property commonly known as 4300 Howard Avenue, Western Springs, Illinois

("Property"), consisting of three (3) lots zoned under the R2 Single-Family Residence District classification, and has filed a concept plan with Village and supporting documents (the "Application") for the redevelopment of the Property with three (3) new residential homes, referred to as the proposed "4300 Howard Avenue Residential Development" (the "Development"). Hinsdale United Methodist Church, as successor to the First United Methodist Church of Western Springs, (the "Church" or "Property Owner") is the owner of the Property. The Property Owner has further executed a "Written Consent and Waiver" to allow Fairfield Properties, LLC to enter into this Agreement, a copy of which is attached hereto as **Exhibit "A"** and made a part hereof. The Property is approximately seventy-two hundredths (.72) of an acre. The Property Tax Index Numbers for the Property are identified as follows: (1) PIN: 18-05-302-001-0000; (2) PIN: 18-05-302-002-0000; and (3) PIN: 18-05-302-018-0000 (collectively the "**Property PINs**"). The Legal Description of the Property is attached hereto as **Exhibit "B"** and made a part hereof.

D. The Developer desires to purchase the Property to construct three (3) new residential homes and related driveway improvements in substantial conformance with Sheet A.02 of the "4300 Howard Avenue Residential Development Site Plan" (the "Site Plan") submitted by the Developer to the Village. A copy of the Site Plan, which consists of Sheet A.01 (Parkway Demolition Plan) and Sheet A.02 (Parkway Restoration Plan), dated October 22, 2024, is attached hereto as **Exhibit "C"** and made a part hereof; and

E. With the passage of Resolution No. 14-2268 on April 28, 2014, the Church and the Village President and Board of Trustees (the "Corporate Authorities") of the Village approved and entered into a certain Letter of Agreement for the construction and maintenance of a public sidewalk dated April 28, 2014, and the Church, as Grantor, and the Village, as Grantee, approved and executed a related Plat of Easement for Public Sidewalk dated April 28, 2014, and the Letter of Agreement and the Plat were recorded May 14, 2014 in Cook County, Illinois as Document 1413445068. As a result, the Village is the holder of an easement for the construction and maintenance of a public sidewalk over a portion of the Subject Property (the "Sidewalk Easement").

F. To address certain Church obligations in the Letter of Agreement and to allow the Developer to construct the Development, by a letter dated October 25, 2024 issued by the Church to the Village, the Church and the Developer have requested that the Village agree to take certain actions relative to the Property, including the approval of: (a) the termination of the Letter of Agreement; (b) the approval of a Plat of Abrogation of Easement for Public Sidewalk to terminate the Sidewalk Easement; and (c) the repeal of Ordinance No. 18-2934 (Ordinance Approving A Conditional Use Permit For The Installation And Operation Of An Early Childhood Education Center At The 4300 Howard Avenue Property) (the "2018 CUP Ordinance").

G. To address certain Church obligations in the Letter of Agreement and to allow the Developer to enter into this Agreement with the Village, the Church, the Developer and the Village have agreed to enter into an Assignment, Assumption And Consent Agreement For The Proposed 4300 Howard Avenue Residential Development In The Village Of Western Springs, Illinois (Lots 1, 8 And 9 In Field Park Subdivision) ("Assignment"), in a form and content as approved by the Village Attorney, that requires the Developer to assume the following obligations of the Church under the Letter of Agreement: (a) the removal of the existing public sidewalk and construction of a new replacement public sidewalk within the Village's 43rd Street right-of-way by the Developer, at its cost, as part of the construction of the Development; (b) the removal of the diagonal public parking spaces from the 43rd Street right-of-way by the Developer, at its cost, as part of the construction of the Development; and (c) the restoration of the 43rd Street curb and parkway by the Developer, at its cost, as part of the construction of the Development

("Developer Obligations") as well as other development obligations regarding the Development. A copy of the Assignment is attached hereto as **Exhibit "D"**; and

H. Subject to the condition of approval that the Developer purchase the Property and complete the construction of the Development, at an open public meeting held on January 27, 2025, the Corporate Authorities of the Village approved the following documents:

- (1) **Ordinance No. 25-????**: ORDINANCE RESCINDING AND REPEALING THE BOARD OF TRUSTEES' APPROVAL OF ORDINANCE NO. 18-2934 (AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR THE INSTALLATION AND OPERATION OF AN EARLY CHILDHOOD EDUCATION CENTER AT THE 4300 HOWARD AVENUE PROPERTY) TO FACILITATE THE PROPOSED 4300 HOWARD AVENUE RESIDENTIAL DEVELOPMENT IN THE VILLAGE OF WESTERN SPRINGS, ILLINOIS (LOTS 1, 8 AND 9 IN FIELD PARK SUBDIVISION).
- (2) **Resolution No. 25-_____**: RESOLUTION APPROVING A PLAT OF ABROGATION FOR PUBLIC SIDEWALK EASEMENT AND APPROVING THE TERMINATION OF A LETTER OF AGREEMENT FOR CONSTRUCTION AND MAINTENANCE OF A PUBLIC SIDEWALK AND ABROGATION OF EASEMENT FOR A PUBLIC SIDEWALK AND THE REMOVAL OF PUBLIC PARKING SPACES WITHIN THE 43RD STREET RIGHT-OF-WAY ADJACENT TO LOT 1 AND LOT 9 IN THE FIELD PARK SUBDIVISION, WESTERN SPRINGS, ILLINOIS.
- (3) **Resolution No. 25-_____**: RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF AN ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT FOR THE PROPOSED 4300 HOWARD AVENUE RESIDENTIAL DEVELOPMENT IN THE VILLAGE OF WESTERN SPRINGS, ILLINOIS (LOTS 1, 8 AND 9 IN FIELD PARK SUBDIVISION) AND A REDEVELOPMENT AGREEMENT FOR THE CONSTRUCTION OF THE PROPOSED 4300 HOWARD AVENUE RESIDENTIAL DEVELOPMENT IN THE VILLAGE OF WESTERN SPRINGS, ILLINOIS (LOTS 1, 8 AND 9 IN FIELD PARK SUBDIVISION).

I. While there appears to be no zoning relief needed for the Developer to construct the proposed Development based on the submitted Site Plan, if zoning relief is determined to be required to construct the Development, the Developer agrees to apply for and use commercially reasonable efforts to secure all required zoning and development permit approvals from the Village and all other permits and approvals from other governmental oversight agencies in order to secure final approvals that allow for the construction and operation of the Development in conformance with the Village-approved Final Development Plans, as amended by any Village-approved zoning relief and development entitlements and any approval conditions and requirements imposed by other governmental oversight agencies. The Developer agrees to actively participate in good faith in all required zoning hearing proceedings and development permit processes and all other permits and approvals from other governmental oversight agencies in order to secure final approvals that allow for the construction and operation of the Development.

J. To receive a site development permit or a construction permit for the Development, the Developer is required to submit and obtain the plan approval of a set of Final Development Plans by the Village Engineer and the Community Development Director, or their designees, which shall incorporate

and account for the Village-approved zoning relief after the required public hearing(s) are completed (if zoning relief is required), including consideration of any recommendation issued by the advisory Village Plan Commission and public input, the Village plan review comments, the Village Engineer review comments and the Community Development Department review comments, and all required amendments issued by any other governmental authority with jurisdiction over the Development, and proof of approval of all necessary development or governmental permits issued by any other governmental authority with jurisdiction over the Development.

K. In addition to the completion of the Developer Obligations, the Developer agrees to construct all components of “Infrastructure” and “Public Infrastructure” (as defined below) that are required by the “Requirements of Law” (as defined below) for the completion of the Development.

L. The Developer intends to construct the Development continuously to completion once work on the Development commences.

M. The foregoing Recitals of this Section 1 are material terms and provisions and are incorporated herein and made a part of this Agreement.

SECTION 2. DEFINITIONS.

Whenever used in this Agreement, the following terms have the following meanings unless a different meaning is required by the context:

A. “Approval Resolution”: Western Springs Resolution No. 25-_____ approving a Redevelopment Agreement with the Village for the Construction of the Development with Conditions.

B. “Approved Plans”: See Subsection 4.A. of this Agreement.

C. “Board of Trustees” or “Corporate Authorities”: The President and Trustees of the Village of Western Springs.

D. “Certificate of Completion”: Means a certificate, issued by the Village, that confirms: (a) the Development has been completed in substantial conformance with the Approval Ordinance and the Village-approved Final Development Plans; or (b) substantial completion of any significant milestone component of the Development (e.g., completion of the Infrastructure), as applicable.

E. “Change in Law”: Means the occurrence, after the Effective Date, of an event described below in this definition, provided such event materially changes the ability of the Party relying thereon to carry out its obligations under this Agreement and such event is not caused by the Party relying thereon. Change in Law means any of the following: (1) the enactment, adoption, promulgation or modification of any federal, State or local law, ordinance, code, rule or regulation (other than by the Village or with respect to those made by the Village, only if they violate the terms of this Agreement); (2) the order or judgment of any federal or State court, administrative agency or other governmental body (other than the Village); or (3) the adoption, promulgation, modification or interpretation in writing of a written guideline or policy statement by a governmental agency (other than the Village, or, with respect to those made by the Village, only if they violate the terms of this Agreement). Change in Law, for purposes of this Agreement, shall also include the imposition of any conditions on, or delays in, the issuance or renewal of any governmental license, approval or permit (or the suspension, termination, interruption, revocation, modification, denial

or failure of issuance or renewal thereof) necessary for the undertaking of the actions to be performed under this Agreement (except any imposition of any conditions on, or delays in, any such issuance or renewal by the Village, except as provided herein).

F. “Developed Lot”: Each platted lot, separately designated as Lot 1, Lot 8 and Lot 9 in Field Park Subdivision, which is developed with a single-family home and other related improvements (e.g., driveway, sidewalk and landscaping) by the Developer in accordance with this Agreement.

G. “Developed Lot Owners”: Each of the initial purchasers of and all successor owners of each Developed Lot.

H. “Development Director”: The Village’s Community Development Director.

I. “Developer”: Includes Fairfield Properties, LLC and its transferees, successors-in-interest, all legal or beneficial owners of record, assigns, tenants, licensees and all subsequent owners of the Property or any part of the Property.

J. “Effective Date”: The date that the last signatory signs this Agreement, which shall be written in the first paragraph of this Agreement.

K. “Force Majeure”: See definition of Uncontrollable Circumstance and Subsection 17.N. of this Agreement.

L. “IDOT”: The Illinois Department of Transportation.

M. “IEPA”: The Illinois Environmental Protection Agency.

N. “Infrastructure”: All utilities including without limitation drinking water, sanitary sewer, storm sewer and detention basins, electric, gas, and telecommunication; stormwater system elements including without limitation detention facilities, streets, drive aisles, driveways, drive aprons, curbs, gutters, street lights, and parking spaces; sidewalks, other pedestrian ways, pedestrian amenities, pedestrian lighting, way-finding signs, and parkway trees, parkway restoration and other parkway landscaping; and all related improvements for the Development, whether private or public and whether within the Property or within adjacent rights-of-way and property.

O. “Infrastructure Cost Estimate”: See Subsection 4.B. of this Agreement.

P. “LOC”: An irrevocable letter of credit issued by a lending institution licensed to do business in the State of Illinois, on a form approved by the Village Attorney.

Q. “MWRD”: The Metropolitan Water Reclamation District of Greater Chicago.

R. “Private Infrastructure”: All Infrastructure other than Public Infrastructure, including the Stormwater Conveyance System.

S. “Property”: The real property legally described in Exhibit “B” attached to this Agreement.

T. “Public Infrastructure”: Infrastructure that is being dedicated to the Village or to other governmental agencies, including without limitation drinking water mains (but not water service lines to

buildings), water hydrants, sanitary sewers and parkway trees, parkway restoration and other parkway landscaping and other elements determined by the Village. In the event of any ambiguity, the Village will determine whether an Infrastructure element is public or private.

U. “Director of Engineering Department”: The Village’s Village Engineer.

V. “Reimbursable Costs”: See Subsection 8. of this Agreement.

W. “Requirements of Law”: All applicable federal and State of Illinois laws and statutes, the Zoning Code, the Village Code, and the Village’s building, stormwater management, and other codes and regulations. The **2006 International Building Code** will apply to architectural and structural plans and specifications for all buildings within the Development unless preempted by State of Illinois or federal law or the Village designates, in writing, other applicable standards. Otherwise, Village-adopted model codes will apply and State of Illinois building codes will apply in the absence of an applicable Village-adopted model code. Accessibility standards of the Americans with Disabilities Act (42 U.S. Code § 12101) will apply to all common areas. The **2006 International Building Code** reference to 2009 ICC Accessible and Usable Buildings and Facilities (ANSI) (2003 Safe Harbor of FHA) in conjunction with the standards of the Illinois Accessibility Code will be followed for all residential units.

X. “Site Work”: Grading land, excavating soil and debris, environmental remediation, installation of underground utilities, and similar activities.

Y. “Stormwater Conveyance System”: All elements of Infrastructure that relate to the management, detention, storage, and conveyance of stormwater, which shall be privately owned and maintained by the Developer and then by the Developed Lot Owners and shall comply with the Section 10-11-11 (Stormwater Management Requirements For All Developments) of the DCO (as defined below).

Z. “Uncontrollable Circumstance”: An event that is beyond the reasonable control of and occurs without the fault of the involved party, including without limitation to the following events: (i) an insurrection, riot, civil disturbance, sabotage act of a public enemy, explosion, nuclear incident, war, or naval blockade; (ii) an epidemic, pandemic, hurricane, tornado, landslide, earthquake, lightning, fire windstorm, or other casualty or act of God, or persistent bad weather that impedes progress; (iii) a government condemnation or taking; (iv) a strike, lockout, or other labor dispute other than those caused by the unlawful acts of the Developer; and (v) a Change in Law. Uncontrollable Circumstance does not include any of the following events or conditions: Economic hardship, impracticability of performance, commercial, economic or market conditions, or a failure of performance by a contractor (except as caused by an event that is an Uncontrollable Circumstance as to that contractor). See Subsection 17.N. regarding Force Majeure.

AA. “Village Code”: The Western Springs Code of Ordinances.

BB. “Village Manager”: The Western Springs Village Manager, or their designee.

CC. “Zoning Code” or “DCO”: The Western Springs Development Control Ordinance.

SECTION 3. PROPERTY ACQUISITION; TERMINATION.

A. **Property Acquisition.** The Developer has entered into a real estate purchase contract with the Property Owner, and, subject to the terms and conditions of this Agreement, intends to acquire

fee simple title to the Property on or before [REDACTED], 2025 (the “**Acquisition Deadline Date**”). The closing date at which the Developer obtains fee simple title to the Property is referred to as the “**Acquisition Date**”. If the Developer does not acquire fee simple title to the Property by 5:00 p.m. CST on the Acquisition Deadline Date, the Developer shall send written notice to the Village within five (5) calendar days after of the expiration of the Acquisition Deadline Date advising that the acquisition of the Property did not occur and providing a status on the acquisition consisting of one of these responses: (i) the Property Owner or the Developer has terminated the real estate purchase contract; or (ii) the Property Owner and the Developer have mutually agreed to terminate the real estate purchase contract; or (iii) the Developer and the Property Owner have extended the Acquisition Date and are actively working on matters to complete the acquisition of the Property by the extended Acquisition Date. If the Property Owner or the Developer terminates the real estate purchase contract or the Property Owner and the Developer have mutually agreed to terminate the real estate purchase contract, this Agreement shall automatically terminate without any further action being taken by either Party, and without any liability to either Party. In the event the Developer does not purchase the Property from the Property Owner, this Agreement shall automatically terminate without further action by the Corporate Authorities of the Village and shall be void and unenforceable, and the Developer agrees to waive all claims, causes of action and damages of any kind that the Developer could file against the Village arising out of or related to the termination of this Agreement based on the Developer not purchasing the Property. If the Developer and the Property Owner extend the Acquisition Date and actively work on matters to complete the acquisition of the Property by the extended Acquisition Date, this Agreement shall remain in effect until either the Property Owner or the Developer terminates the real estate purchase contract or the Property Owner and the Developer mutually agree to terminate the real estate purchase contract, subject to the next sentence. This Agreement shall automatically terminate without any further action being taken by either Party, and without any liability to either Party, if the Developer does not acquire the Property within twelve (12) months of the approval date of this Agreement. Notwithstanding any other provision or term in this Agreement, each Party expressly agrees that the cure remedy under Section 16 (Default; Cure) of this Agreement shall not apply to the automatic expiration provision. The Corporate Authorities of the Village, in their sole discretion, may approve an addendum to this Agreement that extends the 12-month automatic expiration provision so that the Developer has additional time to acquire the Property. The Developer agrees to waive any claims or causes of action for damages of any kind that it could file against the Village for not passing an addendum that extends the 12-month automatic expiration provision so that the Developer has additional time to acquire the Property. The Developer also agrees to indemnify, defend and hold harmless the Village and its appointed and elected officials, employees, engineers, attorneys, agents and representatives from any claims or causes of action or damages of any kind that could be filed against the Village by the Property Owner or any person for not passing an addendum that extends the 12-month automatic expiration provision so that the Developer has additional time to acquire the Property.

SECTION 4. DEVELOPMENT PLANS.

A. **Development Plans.** Prior to the issuance by the Village of any permit for construction within the Property, the Developer must provide to the Village the following detailed Final Development Plans for the Development, all of which must be substantially consistent with **Exhibit “E”** to this Agreement and shall be reviewed by the Community Development Director, the Fire Chief, the Police Chief, the Village Engineer, the Village Attorney and other Village consultants (collectively, the “Village Staff”) as part of the Village development plan review process, and shall be returned to the Developer for updating and corrections to comply with the Village Staff’s development plan review comments and requirements (the “Approved Plans”). The final version of the Approved Plans shall be stamped by a

licensed engineer or signed by a licensed architect. The Developer may re-submit updated Final Development Plans to address the Village Staff's plan review comments and requirements. If the Developer objects to any of the Village Staff's development plan review comments and requirements, the Developer may file a written request with the Village Board seeking approval of a modification(s) to the Village Staff's development plan review comments and requirements, which may or may not be granted by the Village Board, in its sole discretion, at an open public meeting. The Approved Plans, at a minimum, shall consist of final versions of:

- (i) Detailed engineering plans, including without limitation civil, structural, architectural, lighting, construction staging, mechanicals screening and refuse screening plans, on-site and off-site storm water drainage plans, and Infrastructure plans.
- (ii) Detailed, dimensioned site plans.
- (iii) Detailed, dimensioned landscaping plans.
- (iv) Building Elevations and Village-approved Exterior Building Materials List (color, material type, etc.).
- (v) Such other plans and documents reasonably required by the Village Staff for the construction of the Development by the Developer.

B. **Infrastructure Cost Estimate.** The Developer must prepare an estimate of the cost of construction of the Infrastructure (the "Infrastructure Cost Estimate") and submit the estimate to the Village prior to the issuance by the Village of any permit for construction. The Village Engineer will review, revise as necessary, and approve the Infrastructure Cost Estimate.

SECTION 5. DEVELOPMENT AND USE OF THE PROPERTY.

A. Commencement and Completion of Construction.

- (i) The Developer intends to commence site improvement or construction work on the Development not more than one hundred eighty (180) calendar days after the Village Board's approval of this Agreement (the "**Anticipated Commencement Date**"), subject only to Force Majeure.
- (ii) The date the Developer receives a Village site development permit or a building permit authorizing work to proceed on the Development, or any part thereof, shall be the "**Commencement Date**".
- (iii) Construction of the Development shall substantially comply with the provisions of this Agreement and each of the conditions of approval set forth in this Agreement.
- (iv) Construction of the Development shall substantially comply with, and the Development shall be substantially completed in accordance with, the timeframes outlined on Developer's "Construction Schedule", attached hereto as **Exhibit "F"** and incorporated herein (the "Construction Schedule"), but not later than twenty-four (24) months after the Commencement Date, subject to Force Majeure, with the actual date of Substantial Completion being the "**Substantial Completion**".

Date. “Substantial Completion” or “Substantially Completed” shall mean that the residential component of the Development is eligible to receive a temporary certificate of occupancy, and the public improvements are completed to the Village’s dedication standard, to the extent applicable to such public improvements.

B. **Substantial Compliance with Approved Plans.** Except for minor alterations due to field conditions approved by the Village Engineer or the Community Development Director, the construction of the Development shall substantially conform with: (i) this Agreement, (ii) the Approved Plans, and (iii) the Requirements of Law; and shall not materially impact the exterior materials and/or exterior architectural designs included in the Approved Plans, were not rejected by the Village during the design phase of the Development, and are necessary for the Developer to complete the Development, or any portion thereof, within the applicable portion of the Development Construction Schedule.

C. **Plat of Subdivision; Easement for Public Access.** Lots 1, 8 and 9 are platted lots adjacent to existing, dedicated and improved Village rights-of-way, and, therefore, the Developer is not required to prepare and file with the Village a Plat of Subdivision or a Plat of Easement for Public Access as part of the construction of the Development.

D. **Development – Prior to Property Acquisition or Issuance of Permits.** No construction, improvement or development of any kind by the Developer shall be permitted on any portion of the Property unless and until: (a) the Developer acquires title to the Property; and (b) the Developer has been issued either a Village site development permit or a Village construction permit. Further, no occupancy of the Development may occur prior to the issuance of a Village Certificate of Completion for the Infrastructure and a Village certificate of occupancy for the portion of the Development that occupancy is sought (i.e., individual certificates of occupancy shall be issued for individual residential houses only after the Village issues a Certificate of Completion for the individual townhome building).

E. **Development – Failure to Complete.** In the event that the Developer fails to complete the Development on or prior to the Substantial Completion Date, or fails to comply with the Construction Schedule (in either case, subject to Force Majeure), and such failure continues for more than thirty (30) calendar days after notice thereof by the Village to the Developer, then:

- (i) The Village, by delivery of written notice to the Developer, may require the Developer to submit, within fifteen (15) calendar days, a plan pursuant to which the Developer will: (i) avoid falling further behind the dates set forth in the Construction Schedule; and (ii) complete construction of the Development in accordance with the Construction Schedule, as modified to reflect the “catch-up” plan (a “**Catch-Up Plan**”), for approval by the Village, which approval shall not be withheld unreasonably provided that the Catch-Up Plan has been approved by the Developer’s construction lender (the “**Lender**”). At such time as the Village has approved a Catch-Up Plan, the Developer shall use commercially reasonable efforts to implement, and diligently pursue and complete, the activities of the Catch-Up Plan.
- (ii) If the Developer fails to timely: (i) submit a Catch-Up Plan to the Village that has been approved by the Lender, or (ii) implement or complete the Catch-Up Plan; which failure continues for more than thirty (30) calendar days, then the Developer shall be deemed to be in default under the Catch-Up Plan and the Village shall have the right, but not the

obligation, to hire a replacement contractor to complete the unfinished Public Infrastructure and Developer Obligations ("Default Work") and shall have the right to use the Developer Security (as defined below) to pay the contractor to complete such Default Work. Upon such a default by the Developer, subject to and in accordance with the terms and conditions of any construction financing agreement, the Lender will have the right, but not the obligation, to exercise and perform the Developer's rights and obligations under this Agreement, including the hiring of a replacement contractor to complete the Default Work and/or to complete the Development. If the Village elects to complete the Default Work, then the Developer shall be obligated to pay, or to reimburse the Village for, all costs and expenses of completing such work that are in excess of the proceeds of the construction financing agreement and the Developer's Security.

- (iii) The Developer shall be responsible for all costs and expenses to prepare and implement and complete the Catch-Up Plan.
- (iv) The rights and remedies set forth in this Subsection 5.E. shall be the sole remedies available to the Village for the failures specified in this Subsection; provided that the Village shall have: (i) the remedy of specific performance to enforce the obligations of Developer pursuant to the terms and conditions of this Subsection; and (ii) the right to recover from the Developer all costs and expenses, including reasonable attorney fees, incurred by the Village in connection with exercising its rights and remedies under this Subsection, together with interest at the rate of eight percent (8%) per annum on any Village funds expended prior to reimbursement from the Developer Security.

F. **Dedication of Land.** Lots 1, 8 and 9 are platted lots adjacent to existing, dedicated and improved Village rights-of-way, and, therefore, the Developer is not required to dedicate any land to the Village or to any other governmental agency within the Village pursuant to Section 10-10-14 (Dedication of Park Lands and Schools Sites or Payment of Fees In Lieu Thereof) of the DCO.

G. **Development Covenants, Conditions, and Restrictions.** RESERVED.

H. **Maintenance of and Damage to Public Property and Off-Site Improvements.** During construction of the Development, the Developer must: (i) maintain all streets, sidewalks, and other public property adjacent to the Property in a good and clean condition and free of hazards at all times, (ii) promptly clean all mud, dirt, or debris deposited on any street, sidewalk, or other public property in or adjacent to the Property by the Developer or any agent of or contractor hired by, or on behalf of, the Developer, and (iii) repair or replace all damage to any private or public utilities or other private or public improvements of any kind that are located on-site or off-site relative to the Property that may be caused by the activities of, or on behalf of, the Developer or any employees, contractors, subcontractors or agents hired by, or on behalf of, the Developer. The Developer agrees to promptly repair or replace or restore such damaged improvements with like-kind and like-quality materials. If, within twenty-four (24) hours after the Village gives the Developer notice to clean mud, dirt, or debris or to repair damage in compliance with this Subsection, the Developer neglects or fails to clean or repair or to undertake with due diligence to clean or repair the affected public property, then the Village may clean or repair the affected property, either with its own forces or with contracted forces, and recover from the Developer the greater of \$500.00 or the sum equal to the total cost incurred by the Village including without limitation administrative costs.

I. **Environmental Conditions.** The Developer must remain in compliance with all applicable federal and State of Illinois environmental laws and regulations while constructing the Development.

J. **Building Certification. RESERVED.**

K. **Estimated Development Costs and Construction Budget. RESERVED.**

L. **Development Financing. RESERVED.**

M. **Developer Obligations.** The Developer shall comply with each of the following Developer Obligations:

- (1) The Developer, at its cost, shall construct the Development in general conformance with the Site Plan (**Exhibit "C"**), subject to Village plan review amendments and Village approval of the final set of development plans by the Village Community Development Director.
- (2) After issuance of a Village site development permit or building permit for the Development, the Developer, at its cost, shall:
 - a. Remove and dispose of the existing public sidewalk and construct a new replacement public sidewalk and curb and gutter improvements within the Village's 43rd Street right-of-way in a typical parkway placement location, as approved by the Village Engineer ("Sidewalk Removal and Replacement/Relocation Work").
 - b. Remove and dispose of the diagonal public parking spaces from the 43rd Street right-of-way ("Parking Space Removal Work").
 - c. Complete the restoration of the 43rd Street curb and grass parkway after the sidewalk, curb and gutter replacement work and the parking space removal work is completed ("Parkway Restoration Work").
- (3) The Developer shall not install curb cuts, driveway aprons and driveways along 43rd Street to serve the proposed residential homes to be constructed on Lot 1 and Lot 9; curb cuts, driveway aprons and driveways for Lot 8 and Lot 9 shall be located on Franklin Avenue and the curb cut, driveway apron and driveway for Lot 1 shall be located on Howard Avenue.
- (4) In the event the Developer, or its affiliates, successor corporations, officers, officials, trustees, successors-in-office, heirs, representatives and assigns, transferees, successors-in-interest and successor owners ("Developer Affiliates"), fails to construct the Development or another alternate residential development that is a permitted use under the R2 Single-Family Residence District classification or fails to receive Village zoning approval of an alternate development plan within twenty-four (24) months of the Effective Date of this Agreement, the Developer, or its Developer Affiliates, at their cost, are required to remove the replacement public sidewalk within the Village's 43rd Street right-of-way (if constructed) and re-install the diagonal public parking spaces along the 43rd Street right-of-way with like-kind,

like-quality materials (if removed) and install a new concrete public sidewalk that is built in substantially the same location as the original sidewalk (collectively the "Replacement Sidewalk and Parking Space Improvements") within thirty-six (36) months of the Effective Date of this Agreement, unless the Corporate Authorities of the Village, in their sole discretion, extend the time to complete the Replacement Sidewalk and Parking Space Improvements or waive the requirement that the Developer, or its Developer Affiliates, shall complete the Replacement Sidewalk and Parking Space Improvements.

- (5) To be eligible for the issuance of a Village site development permit or building permit, the Developer, at its cost, shall comply with the Village Engineer's Preliminary Comments to the 4300 Howard Avenue & 43rd Street Parcel (United Methodist Church - Hinsdale UMC and Fairfield Properties) dated November 20, 2024, as amended or modified by the Village Engineer, as part of its submission of final development plans to the Village, and shall further comply with any final development plan review comments issued by the Village Engineer or the Community Development Department Director for the Development.
- (6) Pursuant Section 9 below, the Developer shall post with the Village, at the time it applies for a site development permit or a building permit, an irrevocable letter of credit in the amount of the Infrastructure Cost Estimate, as determined by the Village Engineer (the "Performance LOC") for the benefit of and which may be called by the Village that ensures the completion of all public improvement work associated with the Development, including but not limited to the Sidewalk Removal and Replacement/Relocation Work and Parkway Restoration Work, Parking Space Removal Work, and the Replacement Sidewalk and Parking Space Improvements. The Performance LOC shall be posted with the Village and then renewed by the Developer, at its cost, from the date of submittal of the application for the Village site development permit or building permit for the Development through one (1) year after the Village's issuance of a certificate of completion for the Development, with the one (1) year period being a warranty period.
- (7) The Developer shall comply with all federal, State, County and Village codes, laws, ordinances and regulations that are applicable to the construction of the Development.

SECTION 6. CONSTRUCTION AND MAINTENANCE OF INFRASTRUCTURE.

A. **Developer's Duty to Construct Infrastructure.** The Developer, at its cost, must construct and install all of the Infrastructure.

B. **Standards Applicable to Infrastructure.** The following standards apply to the construction of the Infrastructure.

- (i) **General Standards.** All Infrastructure must be constructed in compliance with the standards in this Agreement and all Requirements of Law. All work performed in the construction of the Infrastructure must be conducted in a good and workmanlike manner.

All materials used for construction of the Infrastructure must be new and of first-rate quality.

- (ii) Special Standards. Construction of the Infrastructure must conform to the applicable standards of the MWRD, IDOT, Cook County and the IEPA.
- (iii) Prosecution of the Work. Once Site Work has begun, the Developer and all of its contractors must use commercially reasonable efforts to prosecute work on the Infrastructure in a diligent manner until the work is properly completed.
- (iv) Inspection, Engineering, Testing Services. The Developer must provide, at its cost, all inspection, engineering, and testing for construction of the Infrastructure, including without limitation: (a) on-site construction supervision services, (b) periodic inspections of construction of the Public Infrastructure conducted by a professional engineer, and (c) third-party materials sampling and testing services. The Developer must promptly provide the Village with the names of the project manager and project engineer and telephone numbers at which the project manager and project engineer can be reached at all times.
- (v) Village Inspections and Approvals. Village representatives have the right and authority, and the permission of the Developer, to inspect all work on the Infrastructure at all times between 8:00 a.m. and 6:00 p.m. weekdays, and at any other time work is taking place within the Property, and in the case of an emergency at any time reasonably determined by the Village, to confirm compliance with all requirements of this Agreement and all Requirements of Law.
- (vi) Other Approvals. When the construction of Infrastructure requires the permission or approval of a regulatory agency, including without limitation the MWRD, IDOT, Cook County or the IEPA, then the Developer must use all commercially reasonable efforts required to obtain the required permission or approval. The Developer may not commence work requiring the permission or approval of any such agency in advance of receiving that permission or approval.

C. **Approvals of Infrastructure.** When an Infrastructure improvement has been completed, the Developer must request final inspection and approval of that Infrastructure improvement by the Village. The Village will inspect that Infrastructure improvement and may prepare a punch list of items requiring repair or correction. The Developer must promptly make all necessary repairs and corrections as specified on the punch list. The Village will not approve an Infrastructure improvement until it has been fully and properly completed in accordance with the Approved Plans, including without limitation all punch list work for that Infrastructure improvement.

D. **Dedication and Acceptance of Public Infrastructure.** The Developer will dedicate to the Village each Public Infrastructure improvement after it is approved by the Village. The Village will accept a Public Infrastructure improvement when it has been fully and properly completed, but nothing will constitute an acceptance by the Village of a Public Infrastructure improvement except express written acceptance by the Village. Prior to the Village's acceptance, the Developer must execute, or cause to be executed, all documents reasonably requested by the Village to transfer ownership of the Public Infrastructure improvement to the Village, free and clear of all liens, claims, and encumbrances or restrictions that would prevent the Village from operating, maintaining, repairing, or replacing that Public Infrastructure improvement. The documents transferring ownership of a Public Infrastructure improvement to the Village must be reasonably acceptable in form and substance to the Village Attorney.

E. **Infrastructure Guarantees.** The Developer guarantees the prompt and satisfactory correction of every defect or deficiency in any Infrastructure that occurs or becomes evident within two

(2) years after Village approval and acceptance of that Infrastructure, and in the case of stormwater management system elements three (3) years, pursuant to this Agreement. If any defect or deficiency occurs or becomes evident during the 2-year or 3-year period, then the Village will give notice to the Developer stating the defect or deficiency and the Developer must correct the defect or deficiency within ten (10) calendar days after receipt of the notice or, if the defect or deficiency cannot reasonably be corrected within that 10-day period, then within a longer period of time as is reasonably necessary to correct the defect or deficiency so long as the Developer has promptly commenced and uses commercially reasonable efforts to diligently pursue the correction. If the defect or deficiency is not corrected within the required time period, then the Village may undertake the correction and then the Village will have the right to draw from the performance securities deposited pursuant to Section 9 of this Agreement to reimburse itself for all costs and expenses incurred in making the correction. If any Public Infrastructure is repaired or replaced by the Developer pursuant to the demand of the Village, then the guaranty provided by this Subsection 6.E. will be extended, as to the repair or replacement, for two (2) full years after the date of completion of the repair or replacement.

F. **Perpetual Maintenance of Private Infrastructure.** **RESERVED.**

G. **Abandonment of Construction.** If the Developer abandons the Development or any part of the Development, then the Developer, within ninety (90) calendar days after notice from the Village, must: (i) remove all partially constructed improvements from the Property, (ii) backfill all excavations, and (iii) spread topsoil and plant grass seed throughout the Property, all to the satisfaction of the Village (collectively the "Required Restoration"). For purposes of this Subsection 6.G, "abandons" means cessation of construction for a continuous period of ninety (90) calendar days for any reason other than Force Majeure. If the Developer fails or refuses to complete the Required Restoration within the 90-day period, or such longer period of time as is reasonably necessary to complete the Required Restoration so long as the Developer has promptly commenced and uses commercially reasonable efforts to diligently pursue the Required Restoration, then the Village will have, and is granted in addition to all other rights afforded to the Village in this Agreement and by law, the right, at the Village's option, to hire a contractor to complete part or all of the Required Restoration. Thereafter, the Village may charge the Developer an amount equal to the Village's actual costs of the Required Restoration including without limitation contractor costs, disposal costs, administrative personnel fees and costs, and legal fees (collectively the "Charged Amount"). If the Charged Amount is not paid by the Developer within thirty (30) calendar days after notice from the Village, then the Charged Amount, and all costs incurred by the Village related to collection of the Charged Amount (the "Collection Costs"), may be deducted from the Developer Security and will become a lien against the Property, and the Village will have the right to collect the Charged Amount and the Collection Costs and to enforce the lien in the same manner as mortgage foreclosure proceedings.

H. **Progress Meetings.** At all times, the Developer and the Village shall each have an individual designated as the Developer's and the Village's primary point of contact for Development-related matters. The Developer shall meet on a monthly basis with the Community Development Director, or their designee, and other Village staff as appropriate, to provide a comprehensive progress report on the Development. Appropriate Development team personnel shall attend the meeting on behalf of the Developer and the Village, and shall provide and exchange information regarding the status of construction and occupancy, pending permit requests and other appropriate information.

I. **Village Construction Manager Consultant.** The Village reserves the right to hire a construction manager consultant to assist the Village and its staff with all aspects of the Development,

including but not limited to compliance with the terms of this Agreement, the plan review process, inspections, reporting and oversight of the construction of the Development. The compensation and other employment benefits payable to the construction manager consultant for their work relative to the Development qualifies as a charge under the Reimbursable Costs.

J. **“As-Built” Development Plans.** The Developer, at its cost, shall prepare and provide to the Community Development Director two (2) paper copies and one (1) electronic copy of the “As-Built” Final Development Plans, with all minor modifications and in-field adjustments shown, at the time of issuance of the last occupancy permit for the final townhome unit as part of the Village’s issuance of the Certificate of Completion for the Development.

SECTION 7. CONSTRUCTION STAGING, TRAFFIC, PARKING; STREETS.

A. **Construction Staging.** The staging of construction work and materials must be in conformance with the Village-approved construction staging plan. The Developer must submit a staging plan for Village review and approval prior to the issuance of the permit for construction of the Development.

B. **Designated Traffic Routes.** The Village, in consultation with the Developer, may designate routes of access to the Property for construction traffic to protect pedestrians and to minimize disruption of traffic and damage to particular streets.

C. **Parking.** All construction-related vehicles, including passenger vehicles and construction equipment, must be parked within the Property or in areas specifically designated in advance in writing by the Village.

D. **Streets, Sidewalks, and Other Rights-Of-Way.** Any work on streets, sidewalks, and other rights-of-way related to the Development, public or private, must meet the following standards:

- (i) **Compliance with Plans.** All work must comply with the Village-approved plans for that work.
- (ii) **Protection of Final Surface Course; Restoration.** Except with the prior express written consent of the Village, no construction traffic may use any improved public right-of-way after installation of the final surface course of that right-of-way. If the Developer uses an improved public right-of-way for construction traffic, then the Developer must keep that right-of-way free and clear of mud, dirt, debris, obstructions and hazards, and must, after the use is no longer necessary, restore and repair that right-of-way to Village standards.

SECTION 8. DEVELOPER PAYABLE COSTS, FEES, AND EXPENSES AND ESCROW.

A. **Negotiation, Review, Inspection Fees.** In addition to all other costs, payments, fees, or other charges required by this Agreement or by the Requirements of Law or by the Village Code, the Developer must pay to the Village, promptly after receipt of a written demand or demands for payment:

- (i) All reimbursable costs, fees, payments, charges, and expenses (collectively “Reimbursable Costs”) for outside engineering, outside legal, and other outside consulting or administrative services incurred or accrued in connection with the review and processing of plans for the development of the Property and in connection with the negotiation, preparation, consideration, and review of this

Agreement, at the standard rates charged to the Village, as required by the Village Code. All Reimbursable Costs for which demand has been made, but payment has not been received, by the Village prior to execution of this Agreement must be made by a certified or cashier's check contemporaneous with the execution of this Agreement by the Village.

- (ii) All Reimbursable Costs for inspections of the Property and the Development conducted by outside inspectors.
- (iii) All Reimbursable Costs for inspections of an individual dwelling unit until issuance of a final certificate of occupancy for that unit.
- (iv) All Reimbursable Costs incurred in connection with a future application, document or proposal, whether formal or informal, of whatever kind submitted by the Developer (or its successor) to the Village in connection with the Development or the use or future development of the Property.
- (v) All Reimbursable Costs incurred by the Village for publications and recordings required in connection with the Development or the Property.

B. **Other Village Fees.** In addition to all other Reimbursable Costs required by this Agreement, the Developer must pay to the Village: (i) all standard application, plan review, inspection, and permit fees, (ii) all standard water and sewer fees, tap-on fees, and charges, (iii) compensation for trees removed from public parkways or other public right-of-way, (iv) all costs for replacement trees, and (v) all other standard fees, charges, impact fees to the Village and to any other governmental agency with an impact fee ordinance and contributions pursuant to the Requirements of Law and the Village Code.

C. **Reimbursement for Village Work on Utilities.** If during construction of the Development the Developer discovers a water main, sewer main, or other utility that must be relocated to avoid conflict with the Development, then the Developer and the Village will determine how, where, and by whom the utility will be relocated and the Developer must pay all costs and expenses of that relocation.

D. **Developer Escrow.** The Developer shall maintain a "Developer Cash Escrow" with the Village for purposes of payment of the Reimbursable Costs and other costs payable to the Village by the Developer as required by this Agreement, and shall comply with the funding terms of the Developer Escrow as set forth in this Agreement and Section 9. below.

E. **Compensation for Development Impacts. RESERVED.**

SECTION 9. PERFORMANCE SECURITY.

A. **Developer Cash Escrow; Letter of Credit ("LOC").** As security to the Village for the performance by the Developer of the Developer's obligations to construct and complete the Infrastructure pursuant to and in accordance with this Agreement, the Developer shall deposit with the Village the following:

- (i) **Developer Cash Escrow.** The sum of \$15,000.00 cash (the "Developer Cash Escrow") shall be paid by the Developer to be held by the Village and drawn on to reimburse the Village for Reimbursable Costs incurred by the Developer described in Section 8. Any interest earned on the Developer Cash Escrow will be added to the escrow, but the Village is not required to cause interest to be earned. If draws on the Developer Cash Escrow reduce the balance in the Escrow to \$5,000.00 or below at any time, then the Developer must

restore the Developer Cash Escrow to a level determined by the Village (but not exceeding \$15,000.00) until the Certificate of Completion is issued by the Village for the Development. Any money remaining in the Developer Cash Escrow will be distributed to the Developer within sixty (60) calendar days after notice from the Developer to the Village requesting release of such funds, after issuance of the full, final certificate of occupancy for the final townhome building constructed within the Development.

- (ii) Performance and Payment Letter of Credit. A performance and payment letter of credit in an amount equal to one hundred ten percent (110%) of the Infrastructure Cost Estimate (the "Performance LOC") in the form required in Subsection 9.E. below.
- (iii) Condition Precedent. The deposit of the Performance LOC and the Developer Cash Escrow is a condition precedent to issuance of any permit by the Village for work on the Development.

B. Maintenance of Performance LOC. The Performance LOC shall be maintained and renewed by the Developer, and will be held in escrow by the Village, until completion of the Infrastructure and the Public Infrastructure, as determined by the Village, and the approval by the Village and dedication to the Village of the Public Infrastructure, if any, and until the posting of the Guaranty Letter of Credit required by Subsection 9.C. below. After the acceptance and posting of the Guaranty Letters of Credit, the Village will release the Performance LOC and return it to the Developer.

C. Guaranty Letters of Credit. As a condition of the Village's approval of the Public Infrastructure and the Village's acceptance, where appropriate, of any or all of the Infrastructure pursuant to Subsections D. and E. of this Section, the Developer must post two (2) letters of credit, in the form required by Subsection 9.E. below (each a "Guaranty LOC") as follows:

- (i) General Guaranty LOC: This LOC shall be security for the performance of the Developer's obligations under this Agreement related to Infrastructure. The General Guaranty LOC will be in the amount of ten percent (10%) of the Infrastructure Cost Estimate and will be held by the Village in escrow until the end of the two-year guaranty period set forth in Subsection 6.E. of this Agreement or until two (2) years after any necessary modification to or correction of any defect or deficiency in a Public Infrastructure improvement pursuant to Section 6.E. above and payment therefor, whichever occurs later.
- (ii) Stormwater Detention Guaranty LOC: This type of security is not required for this Development.

If the Village is required to draw on a Guaranty LOC by reason of the Developer's failure to fulfill its obligations under this Agreement, then the Developer, within twenty (20) calendar days thereafter, must cause the Guaranty LOC to be increased to its full original amount. "Developer Security" shall consist of the Developer Cash Escrow, the Performance LOC and the General Guaranty LOC.

D. Costs of Developer Security. The Developer is responsible for the full cost of securing and maintaining the Developer Cash Escrow, the Performance LOC and the Guaranty LOCs.

E. Forms of Letters of Credit. The Performance LOC and the Guaranty LOCs must be in substantially the forms attached to this Agreement as **Group Exhibit "G"**, with minor revisions as may be requested by the issuer and approved by the Village Attorney. Each letter of credit also must be from a bank having capital resources of at least \$25,000,000, with an office in the Chicago Metropolitan Area or other location acceptable to the Village and insured by the Federal Deposit Insurance Corporation. Each letter of credit must, at a minimum, provide that: (i) it will expire no earlier than the later of two (2) years after the date of its issuance or thirty (30) calendar days after delivery to the Village, in the manner

provided in Subsection 9.G. below, of written notice that the letter of credit will expire, (ii) it may be drawn on based on the Village Manager's certification that the Developer has failed to fulfill any of the obligations secured by the letter of credit, (iii) it does not require the consent of the Developer prior to any draw on it by the Village, (iv) it cannot be canceled without the prior written consent of the Village, and (v) if at any time it will expire within thirty (30) or any lesser number of calendar days, and if it has not been renewed, and if any obligation of the Developer secured by the letter of credit remains uncompleted or unsatisfactory, then the Village may call and draw down the letter of credit and thereafter either hold all proceeds as security for the satisfactory completion of all Developer obligations or employ the proceeds to complete all obligations and to reimburse the Village for any and all costs and expenses, including legal fees and administrative costs, incurred by the Village in connection therewith, as the Village may determine.

After completion of the Developer's obligations to construct and complete the Infrastructure in accordance with this Agreement, and after reimbursement of the Village for all costs and expenses incurred by the Village, including without limitation legal fees and administrative costs, then the Village will release to the Developer any proceeds remaining on deposit with the Village drawn from the Performance LOC and return the Performance LOC to the Developer. The Performance LOC will provide that the aggregate amount of the Performance LOC may be reduced once, upon joint written direction by the Developer and the Village, to the amount of twenty-five percent (25%) of the Infrastructure Cost Estimate when Infrastructure totaling seventy-five percent (75%) of Infrastructure Cost Estimate have been completed and accepted by the Village. The reduction to reimburse the Developer for payment of Infrastructure Improvement work satisfactorily completed will be allowed only after the Developer has provided certified contractors' sworn statements, certified schedule of values, partial or final waivers of lien, proof of payment of contractors and subcontractors, bank statements, etc., as may be appropriate, and all additional documentation as the Village may reasonably request to demonstrate satisfactory completion of the Infrastructure Improvement in question and full payment of all contractors, subcontractors, and material suppliers.

The Guaranty LOCs shall not be reduced to reimburse the Developer for any cost incurred in satisfaction its obligations under Section 8. or Section 9. of this Agreement.

F. **Replenishment of Developer Security.** If at any time the Village reasonably determines that the funds remaining in the Developer Cash Escrow or the Performance LOC or a Guaranty LOC are not sufficient to pay in full the remaining unpaid cost of all Infrastructure and all unpaid or reasonably anticipated Village costs, fees, and expenses, or that the funds remaining in a Guaranty LOC are not, or may not be, sufficient to pay all unpaid costs of correcting any and all defects and deficiencies in the Public Infrastructure and all unpaid or reasonably anticipated Village fees, costs, and expenses, then, within twenty (20) calendar days after a demand by the Village, the Developer must increase the amount of the Developer Cash Escrow or the Performance LOC or a Guaranty LOC to an amount, as determined by the Village Engineer, to be sufficient to pay unpaid costs, fees, and expenses. Failure by the Developer to increase the amount of the Developer Security will be grounds for the Village to retain any remaining balance of the Developer Cash Escrow and to receive the proceeds of, or to draw down, as the case may be, the entire remaining balance of the Performance LOC or a Guaranty LOC.

On completion of the Developer's obligations to construct and complete the Infrastructure pursuant to and in accordance with this Agreement, and after reimbursement of the Village for all fees and all costs and expenses, including legal fees and administrative costs, incurred by the Village, then the Village will release to the Developer any remaining funds in the Developer Cash Escrow and any proceeds remaining on deposit with the Village from the Performance LOC or a Guaranty LOC and will return the letters of credit to the Developer.

G. **Use of Funds in the Event of Breach of Agreement.** If the Developer, after all required notices and cure periods under this Agreement have been provided, fails or refuses to complete the Infrastructure in accordance with this Agreement, or fails or refuses to correct any defect or deficiency in the Public Infrastructure as required by Section 6 above or this Section 9, or fails or refuses to clean or repair property in accordance with a demand made pursuant to Subsection 5.E. or Subsection 7.D.(ii) of this Agreement, or fails or refuses to pay any amount pursuant to Section 8. above within five (5) business days after demand by the Village, or in any other manner fails or refuses to meet fully any of its obligations under this Agreement secured by a letter of credit, then the Village, in its discretion and after a delivery of a 5-day notice to the Developer and the Developer's failure to cure its failure or refusal within that 5-day period, may retain all or any part of the Developer Cash Escrow and/or draw on and retain all or any of the funds remaining in the appropriate letter of credit.

H. The Village thereafter will have the right to exercise its rights under Subsection 5.E. above and under this Subsection 9.G., to take any other action it deems reasonable and appropriate to mitigate the effects of any failure or refusal, and to reimburse itself from the proceeds of the Developer Cash Escrow and the appropriate letter of credit for all of its costs and expenses, including legal fees and administrative expenses, resulting from or incurred as a result of the Developer's failure or refusal to fully meet its obligations under this Agreement.

If the funds remaining in the Developer Cash Escrow or the appropriate letter of credit are insufficient to repay fully the Village for all costs and expenses, and to maintain a cash reserve equal to a required Guaranty LOC during the entire time the Guaranty LOC should have been maintained by the Developer, then the Developer, on demand of the Village therefor, must immediately deposit with the Village any additional funds as the Village reasonably determines are necessary to fully repay such costs and expenses and to establish such cash reserve.

After: (i) completion of the Developer's obligations to construct and complete the Infrastructure in accordance with this Agreement, (ii) correction of all defects and deficiencies in the Public Infrastructure as required by Subsection 6.E. above, (iii) repair of property in accordance with a demand made pursuant to Subsection 5.E. above, (iv) payment of all amounts demanded by the Village pursuant to this Section 9, (v) compliance with all other terms of this Agreement secured by a letter of credit, and (vi) reimbursement of the Village for all fees and all costs and expenses, including legal fees and administrative costs, incurred by the Village; then the Village will release to the Developer any remaining Developer Cash Escrow and any proceeds remaining on deposit with the Village from any letter of credit and return the letter of credit to the Developer.

I. **Village Lien Rights.** If any money, property, or other consideration due from the Developer to the Village pursuant to this Agreement is not either recovered from the performance security deposits required in this Section 9. or paid or conveyed to the Village by the Developer within thirty (30) calendar days after a demand for payment or conveyance, then the money, or an amount equal to the Village's reasonable estimate of the value of the property or other consideration, together with interest and costs of collection, including legal fees and administrative expenses, will become a lien upon the Property and the Village will have the right to collect the amount or value, with interest and costs, including legal fees and administrative expenses, and the right to enforce the lien in the same manner as in statutory mortgage foreclosure proceedings.

SECTION 10. RESERVED.

SECTION 11. LIABILITY AND INDEMNITY OF VILLAGE.

A. **No Village Liability.** The Developer acknowledges and agrees that the Village is not, and will not be, in any way liable for any damages or injuries of any kind that may be sustained as the result of: (i) the Village's review and approval of any plan or specification provided by the Developer or the Developer's representatives for the Development; or (ii) the issuance of any approvals, permits, certificates, or acceptances for the Development or use of the Property and that the Village's reviews, approvals, and issuances do not, and will not in any way, be deemed to insure the Developer or any of its transferees, successors-in-interest, all legal or beneficial owners of record, assigns, tenants, licensees and all subsequent owners of the Property or any part of the Property, and or any other person, and each and all homeowners associations or their equivalent within the Property, against damage or injury of any kind at any time.

B. **Village Procedures.** The Developer agrees not to challenge the Village's approval of this Agreement or any other Village approved document that relates to the Development.

C. **Indemnification.** The Developer acknowledges that the accuracy and sufficiency of the Developer's Development Plans and related specifications for the Development are entirely the responsibility of the Developer and are not the responsibility of the Village, regardless of whether the Village reviews or approves the Developer's Development Plans and related specifications for apparent consistency with the Village's codes. The Developer agrees to indemnify the Village and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys (collectively the "Indemnitees") from any and all third party claims and causes of action of any kind that may be asserted at any time against the Village and any of the Indemnitees in connection with: (i) any design defect in the Developer's Development Plans and related specifications for the Development or any Infrastructure, regardless of the Village's review and approval of any Developer Development Plans or related specification for the Development or the Infrastructure or the Village's issuance of any approval, permit, certificate, or acceptance for the Development based on the apparent consistency of any Developer Development Plans or related specification for the Development or any Infrastructure Improvement; or (ii) the design, development, construction, maintenance, or use of any portion of the Property or the Infrastructure (each a "Claim" and collectively "Claims"). This indemnity does not apply or extend to any matter concerning maintenance by the Village of any Public Infrastructure after that Public Infrastructure has been accepted by the Village in accordance with this Agreement.

D. **Defense Expenses.** The Developer agrees to pay all expenses, including without limitation attorney fees, litigation defense fees and costs, consultant fees and administrative expenses incurred by the Village in examining and tendering the defense of any Claim to the Developer in accordance with Subsection 11.C. above.

SECTION 12. BINDING NATURE OF AGREEMENT.

The obligations assumed by the Developer under this Agreement are binding on the Developer, on all of the Developer's transferees, successors-interest, all legal or beneficial owners of record, assigns, tenants, licensees and all subsequent owners of the Property or any part of the Property and each and all homeowners associations or their equivalent within the Property.

SECTION 13. TERM.

This Agreement will run with and bind the Property as long as the Development and its homeowners association continues to exist and operate, and will inure to the benefit of and be enforceable by the Developer, the homeowners association and the Village.

SECTION 14. ENFORCEMENT.

Either Party to this Agreement may enforce or compel the performance of this Agreement, in law or in equity, by suit, action, mandamus, or any other proceeding including without limitation specific performance, except that the Developer agrees that it will not seek, and does not have the right under any circumstances to seek, to recover a judgment against any Village elected or appointed official, officer, employee, agent, representative, engineer, or attorney on account of the negotiation, execution, or breach of this Agreement.

In addition to every other remedy permitted by law for the enforcement of the terms of this Agreement, the Village will be entitled to withhold the issuance of a building permit or a certificate of occupancy for work or occupancy within the Property at any time when the Developer has failed or refused to comply with a material obligation under this Agreement and has not, after the required notices stated herein, cured that failure or refusal within the cure periods, if any, allowed for that failure or refusal.

A. **Compliance with Laws.** The Developer agrees to comply with all applicable laws, rules and regulations of any federal, State or local entity or agency relating to the Development. The Developer will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex or national origin. To the fullest extent permitted by law, the Developer will take affirmative action to ensure that applicants are employed and treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship.

B. **Conflict of Interest and Prohibited Interest Disclosures.** Upon the Village's request from time to time during the Term of this Agreement, the Developer will provide a list of all entities owning a greater than one percent (1%) interest in the Developer. Based in part on the information provided by the Developer and in part on information from the Village's independent investigation, the Village will affirm that its Corporate Authorities, and all appropriate Village elected and appointed officials, officers, employees, agents and representatives of the Village, have or will comply with the disclosure and conflict-of-interest provisions of the Public Officer Prohibited Activities Act (50 ILCS 105/3), the TIF Act (65 ILCS 5/11-74.4-4(n)) and the Illinois Governmental Ethics Act (5 ILCS 420). Upon the Village's request, the Developer shall provide the Village with all information required for compliance with the annual TIF report that the Village is required to file with the State of Illinois Comptroller or any such similar financial information, and required for the Village to comply with any disclosure and transparency ordinance or law enacted by the State of Illinois or DuPage County. In addition, the Developer shall provide, on an annual basis, the information required by the TIF Act.

C. **Successors and Assigns.** The Developer shall be liable for all of the Developer's obligations under this Agreement. All obligations assumed by the Developer under this Agreement shall be binding on the Developer, and on any and all of the Developer's successors and assigns, and on any and all of the respective successor owners of all or any portion of the Property. To assure that the Developer's successors, assigns and successor owners of all or any portion of the Property have notice of this Agreement and the obligations created by it, the Developer shall:

1. Deposit with the Village Clerk, within thirty (30) calendar days after the Acquisition Date, any consents or other documents necessary to authorize the Village to record a Memorandum of this Agreement, in form and substance reasonably acceptable to the Developer and the Village, in the Office of the Recorder of Deeds of DuPage County, Illinois;

2. Notify the Village in writing at least thirty (30) calendar days prior to any date that the Developer intends to transfer fee title to any portion of the Property to any person not a party to this Agreement;
3. Include in the Restrictive Covenant a memorandum or other similar reference(s) to this Agreement sufficient to put third parties on notice of the existence of this Agreement; and
4. Require, prior to the transfer of all or any portion of the Property to any person or entity not a Party to this Agreement that occurs prior to the Substantial Completion Date, the transferee to execute an enforceable written assignment and assumption agreement, in form and substance reasonably approved by the Village Attorney (the "**Transferee Assignment and Assumption Agreement**"), agreeing to be bound by this Agreement, and to provide the Village, after request, with reasonable assurance of the financial ability of the transferee to meet any remaining obligations under this Agreement. The Village and the Developer shall record against the Property a memorandum of this Agreement that obligates the owner of the Property from time to time to perform the obligations of the Developer under this Agreement and shall require notice to the Village of any transfer of the Property, which memorandum shall be in form and substance reasonably satisfactory to the Village and the Developer.

In order for a transferee or assignee to continue to receive payments of the TIF Incentive provided for under this Agreement, such transferee or assignee shall have executed and submitted to the Village a Transferee Assignment and Assumption Agreement. Notwithstanding anything to the contrary in this Subsection, the Developer shall have the right to assign to a third-party investor or purchaser of the Developer's rights to the reimbursements described in **Section 4.** above pursuant to an assignment or other instrument executed by the Developer and acknowledged by the Village, which assignment or other instrument shall be in form and substance reasonably satisfactory to the Village Attorney.

The Village agrees that, after a successor becoming bound to the obligations of the Developer created in the manner provided in this Agreement, and providing the financial assurances required in this Section, the liability of the Developer shall be deemed automatically released. The failure of the Developer to provide the Village with a fully executed copy of a Transferee Assignment and Assumption Agreement before completing the transfer shall result in the Developer remaining fully liable for all of the Developer's obligations under this Agreement, but shall not relieve the transferee of its liability for those obligations as a successor to the Developer.

D. Representations and Warranties of the Developer.

1. No Gifts. The Developer covenants that no officer, member, manager, stockholder, employee or agent of the Developer, or any other person connected with the Developer, have made, offered or given, either directly or indirectly, to any member of the Corporate Authorities, or any officer, employee or agent of the Village, or any other person connected with the Village, any money or anything of value as a gift or bribe or other means of influencing his or her action in his or her capacity with the Village.
2. Assignment. The Developer may not assign or transfer some or all of its rights or obligations under this Agreement without the prior written consent of the Village, the granting or denial of which consent shall be in the sole discretion of the Village; provided, however, that, without the Village's prior consent, the

Developer may assign this Agreement to an entity controlling, controlled by, or under common control with the Developer and/or assign or collaterally assign any of the Developer's rights and/or obligations to the Lender.

3. Prevailing Wage. The Developer and its contractors and subcontractors are required to pay prevailing wages for all or portions of the Development work only if the Illinois Prevailing Wage Act (820 ILCS 130/) (the "IPWA") requires payment of prevailing wages.
4. Property Acquisition. The Developer shall provide the Village with sufficient documentation regarding Developer's ownership of the Property for the Development.
5. Corporate Authorization. This Agreement has been submitted for consideration and review by the board of directors, corporate officers, shareholders, members and/or managers of the Developer, and the Developer's board of directors, corporate officers, shareholders, members and/or managers have taken all actions required to be taken prior to the execution of this Agreement in order to make the same binding upon the Developer according to the terms hereof, and any and all actions of the Developer's board of directors, corporate officers, shareholders, members and/or managers, as the case may be, precedent to the execution of this Agreement have been undertaken and performed in the manner required by law.

E. Agreement shall be deemed to be the agreement of any official, agent, employee, consultant or attorney of the Village, in their individual capacity, and no official, employee or attorney of the Village shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Agreement, or any failure in connection therewith.

SECTION 15. INSURANCE AND INDEMNIFICATION.

A. **Liability Insurance Prior to Completion.** Prior to issuance of Permits, the Developer shall procure and deliver evidence of such policies to the Village, at the Developer's cost and expense, and shall maintain in full force and effect during any period of construction and through completion of construction of the Development, for both ongoing and completed operations, the following types of insurance, written on the comprehensive form and as an "occurrence" policy, in not less than the following amounts:

1. Commercial General Liability Insurance (including property damage insurance): \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
2. Contractor's Liability Insurance: \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
3. Automobile Insurance: \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate.
4. Umbrella Coverage or Excess Liability Coverage: \$10,000,000.00 in the aggregate.
5. Workers Compensation Insurance: Statutory Amount.

Said insurance shall state that the insurance provided by the Developer shall be primary and that any provision of any contract of insurance or other risk protection benefit or self-insurance policy purchased or in effect or enacted by the Village and any other insurance or benefit of the Village shall be in excess of the Developer's insurance. All such policies shall be in such form and issued by such companies as shall be reasonably acceptable to the Village. Each such policy, including any related insurance

certificates, endorsements and riders, shall expressly name “the Village of Western Springs and its appointed and elected officials, mayor and trustees, employees, engineers, attorneys, agents and representatives” as additional insureds.

Prior to commencement of construction of the Development, the Developer shall furnish to the Village the above-required certificates of insurance, policies, riders and policy endorsements, with premiums paid in full that contain the insurer(s) written confirmation that the nature, scope, duration and amount of insurance coverage meets the requirements of this Agreement and shall remain in effect for all aspects of the Development for both ongoing and completed operations. The Developer shall provide the Village with satisfactory proof of the above insurance requirements in the form of a certificate executed by an insurer with no less than an A rating by the most recent “AM Best Insurance Rating Guide.”

The Village shall be given written notice at least thirty (30) calendar days prior to any cancellation or material amendment of the Developer’s insurance policies required hereunder. Alternatively, the Developer may satisfy its insurance obligations in this **Subsection 15.A.** by way of a blanket policy or policies, which includes other liabilities, properties and locations meeting the minimum insurance coverage amounts. The Developer shall provide to the Village a replacement certificate prior to expiration, cancellation or material modification of any policy.

B. **Developer’s Risk Prior to Completion.** Prior to completion of the construction of the Development, as certified by the Village, the Developer shall keep in force at all times builders risk insurance on a completed value basis, in non-reporting form, against all risks of physical loss, including collapse, covering the total value of work performed and equipment, supplies and materials furnished for the Development (including on-site stored materials), all as to work by the Developer. Such insurance policies shall be issued by companies satisfactory to the Village. The Developer shall provide written notice to the Village at least twenty-one (21) calendar days before any such policy is cancelled or materially modified.

C. **Village Review.** The Developer acknowledges and agrees that, except for breaches of this Agreement by the Village, the Village is not, and shall not be, in any way liable for any damages or injuries of any kind that may be sustained as the result of the Village’s review, approval or denial of any plans or failure to review any plans for the Property or the Development, or the issuance of any approvals, permits, certificates or acceptances for the development or use of the Property or the Development, and that the Village’s review and approval of those plans and the Development and issuance of those approvals, permits, certificates or acceptances does not, and shall not, in any way be deemed to insure the Developer, or any of its heirs, successors, assigns, tenants, invitees and licensees, or any other person, against damage or injury of any kind at any time.

D. **Village Procedure.** The Developer has been advised by the Village that notices, meetings and hearings have been properly given and held by the Village with respect to the approval of this Agreement, and the Developer agrees not to challenge the Village’s approval of this Agreement on the grounds of any procedural infirmity or of any denial of any procedural right.

E. **Indemnity and Defense Expense.** The Developer undertakes and assumes all potential liability for any injuries, deaths, losses, damages, claims or judgments of any nature whatsoever resulting from or in connection with its/their redevelopment activities at the Property, and the Developer shall hold harmless, indemnify and defend the Village against any such losses, except to the extent that the same is

caused by the negligence or willful misconduct of the Village or its elected and appointed officials, officers, employees, agents, contractors and representatives, or by the breach of this Agreement by the Village.

1. Developer Defense Expense. The Developer shall, and does, agree to pay all reasonable expenses incurred by the Village, the Village's Corporate Authorities, and all Village elected and appointed officials, officers, employees, agents, contractors and representatives in defending against any and all claims, demands, causes of action, investigations, lawsuits, proceedings, liabilities, actions or penalties of any kind that may, at any time, be asserted against any of the Parties by any person(s) in connection with the Development, the approval of this Agreement, any terms or provisions of this Agreement, or the Developer's duties, obligations and performance under this Agreement, including, without limitation, any claims, demands, causes of action, investigations, lawsuits, proceedings, liabilities, actions or penalties related to or associated with environmental conditions, matters or contaminants concerning or relating to the Property, in each case, except to the extent caused by the negligence or willful misconduct of the Village or its elected and appointed officials, officers, employees, agents, contractors and representatives. These expenses shall include, without limitation, all reasonable out-of-pocket expenses, such as attorneys' and experts' fees and other litigation costs.
2. Mutual Indemnification. Each Party shall indemnify, hold harmless and defend the other Party and their respective officers, employees, agents, contractors and representatives against all injuries, deaths, losses, damages, claims, suits, liabilities, liens, including mechanic's liens, judgments, costs and expenses, including reasonable attorney fees, which may in any way arise from or accrue against the other Party as a consequence of this Agreement or which may in any way result therefrom, other than those indemnified matters which arise from or relate to the negligence or willful misconduct of the other Party or its officials, officers, employees, agents, contractors and representatives. The provisions of this Subsection and any other indemnification obligations on the part of either Party shall survive the termination or expiration of this Agreement for a period of two (2) years. In any such action against either Party, the other Party shall, at its own expense, appear, defend and pay all charges of reasonable attorney fees and all reasonable costs and other reasonable expenses arising therefrom or incurred in connection therewith; and, if any judgment shall be rendered against the Party in any such action, the other Party shall, at its own expense, satisfy and discharge such judgment. The prevailing Party shall indemnify the other Party for any costs, including reasonable attorney fees, in enforcing the provisions of this Agreement.

SECTION 16. DEFAULT; CURE.

In addition to any other "Event of Default" identified in this Agreement, an "**Event of Default**" shall mean a failure on the part of either Party to comply with any material term, representation, warranty, covenant, agreement or condition of this Agreement, which failure is not cured within thirty (30) calendar days after written notice thereof; provided, however, if the failure is of a nature that it cannot be cured within thirty (30) days, then the defaulting Party shall have such additional time as is reasonably necessary to cure such failure so long as the defaulting Party commences activities designed or intended to cure such Event of Default within such thirty (30) calendar day period and thereafter diligently pursues activities designed or intended to cure such Event of Default to completion. Upon an Event of Default by the Village in the performance of any of its obligations under this Agreement, the Developer's remedies shall include specific performance (including statutory interest on any sums deemed to be improperly withheld), and any and all rights and remedies available to the Developer at law

or in equity, including termination of this Agreement. The Village shall not be liable for punitive damages, consequential damages or lost profits. Upon an Event of Default by the Developer in the performance of any of its obligations under this Agreement, the Village shall be entitled to take such action as authorized by this Agreement and pursue any other remedies available at law or in equity; provided, however, that the Developer shall in no event be liable for punitive or consequential damages. Notwithstanding anything to the contrary in this Agreement, the Developer's defaults, and the Village's remedies upon such defaults, described in **Subsections 3.A.** and **5.E.** and shall be only as expressly set forth in **Subsections 3.A.** and **5.E.**, respectively.

SECTION 17. GENERAL PROVISIONS.

A. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered: (i) personally; (ii) by a reputable overnight courier; (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid; or (iv) by electronic internet mail ("Email"). Email notices shall be deemed valid only to the extent that they are: (a) opened by the recipient on a business day at the address set forth below; and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three (3) business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of: (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) the date that is three (3) business days after deposit in the U.S. Mail, as evidenced by a return receipt. By notice complying with the requirements of this **Subsection 17.A.**, each Party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following addresses:

Ellen Baer Village Manager Village of Western Springs 740 Hillgrove Avenue Western Springs, Illinois 60558 Direct: 708.246.1800 Email: ebaer@wsprings.com	With a copy to: Michael T. Jurusik, Esq. Klein, Thorpe and Jenkins, Ltd. 900 Oakmont Lane, Suite 301 Westmont, Illinois 60559 Cell Number: 708.638.0355 Email: mtjurusik@ktjlaw.com
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Notices and communications to the Developer shall be addressed to, and delivered at, the following addresses:

NAME Fairfield Properties, LLC ADDRESS Hinsdale, Illinois Direct: Email:	With a copy to: Matt Klein, Esq. ADDRESS _____, Illinois Direct: Email:
---	--

B. **Time of the Essence.** Time is of the essence in the performance of this Agreement.

C. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies and benefits allowed by law.

D. **Non-Waiver.** The Village shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the Village to exercise at any time any right granted to the Village shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the Village's right to enforce that right or any other right.

E. **Consents.** Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of consent of any Party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any Party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of consent will be in writing. The Property Owner has further executed a "Written Consent of the Property Owner" to allow the Developer to enter into this Agreement, a copy of which is attached hereto as **Exhibit "A"** and made a part hereof.

F. **Facilitation of Agreement.** The Village and the Developer will act in good faith and in a reasonable and cooperative manner with respect to consents, approvals, and other matters contemplated under this Agreement. No consent or approval may be unreasonably delayed, conditioned, or withheld. The Village and the Developer will execute, acknowledge, and deliver reasonable documents and other instruments necessary to fully carry out the terms of this Agreement.

G. **Governing Law.** This Agreement shall be governed by, and enforced in accordance with, the laws of the State of Illinois.

H. **Severability.** It is the intent of the Parties that, should any provision, covenant, agreement or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability and application to any person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

I. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement.

J. **Interpretation.** This Agreement shall be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement.

K. **Amendments and Modifications.** No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all Parties to this Agreement in accordance with all applicable statutory procedures.

L. **Authority to Execute.** The Village warrants and represents to the Developer that the persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate

Authorities of the Village. The Developer warrants and represents to the Village that: (i) the Developer has the full and complete right, power and authority to enter into this Agreement and to agree to the terms, provisions and conditions set forth in this Agreement and to bind the Property as set forth in this Agreement; (ii) all legal actions needed to authorize the execution, delivery and performance of this Agreement by the Developer have been taken; and (iii) neither the execution of this Agreement nor the performance of the obligations assumed by the Developer will: (a) result in a breach or default under any agreement to which the Developer is a party or to which it or the Property is bound; or (b) violate any statute, law, restriction, court order or agreement to which the Developer or the Property are subject.

M. **No Third-Party Beneficiaries/No Joint Venture.** Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other entity other than the Village and the Developer, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to either the Village or the Developer, nor shall any provision give any third parties any rights or subrogation or action over or against either the Village or the Developer. This Agreement is not intended to and does not create any third-party beneficiary rights whatsoever. Nothing in this Agreement, or any actions of the Parties to this Agreement, shall be construed by the Parties or any third-party person to create the relationship of a partnership, agency or joint venture between or among such Parties.

N. **Force Majeure.** Either Party will be temporarily excused from the performance of its obligations under this Agreement when and to the extent the non-performing Party's performance is delayed or prevented by any circumstances beyond the non-performing Party's control, including but not limited to fire, flood, explosion, epidemic, pandemic, strikes or other labor disputes, acts of God or public emergency, war, rioting, malicious damage, acts or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment or service from a public utility needed for their performance or action or omission of the other Party (collectively, "Force Majeure"), provided that:

- a. The non-performing Party gives the other Party reasonably prompt written notice describing the particulars of Force Majeure including, but not limited to, the nature of the occurrence, and continues to furnish timely reports with respect thereto during the period of Force Majeure;
- b. The excuse of performance is of no greater scope and of no longer duration than is required by Force Majeure;
- c. No obligations of either Party that arose before Force Majeure causing the excuse of performance are excused as a result of Force Majeure; and
- d. The non-performing Party uses commercially reasonable and diligent efforts to remedy its inability to perform.
- e. Economic hardship or other financial considerations, including but not limited to increases in the costs of construction materials, equipment or construction labor, of the Developer will not constitute an event of Force Majeure.

O. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original document, which together shall constitute one and the same instrument.

P. **Enforcement of Agreement.** The provisions of this Agreement shall be enforceable in any action in law or in chancery. The Parties hereto agree that any legal action to enforce any right or obligation contained in or arising out of this Agreement shall be brought in the Circuit Court of Cook County, Illinois.

Q. **Exhibits.** The following Exhibits are attached hereto and made a part hereof or incorporated herein by reference and made a part hereof:

Exhibit "A":	Written Consent and Waiver of the Property Owner to Allow Developer to Enter into the Redevelopment Agreement (attached)
Exhibit "B":	Legal Description of the Property (attached)
Exhibit "C":	Site Plan for the Development, dated October 22, 2024 (attached)
Exhibit "D":	Assignment, Assumption And Consent Agreement For The Proposed 4300 Howard Avenue Residential Development In The Village Of Western Springs, Illinois (Lots 1, 8 And 9 In Field Park Subdivision) (attached)
Exhibit "E":	Final Development Plans (to be attached after Village Board approval)
Exhibit "F":	Construction Schedule (attached)
Group Exhibit "G":	Forms of Letters of Credit (attached)

In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Agreement shall control.

R. **Estoppels.** Within ten (10) business days following request by either Party from time to time, the other Party shall execute and deliver to the requesting Party an estoppel certificate that certifies: (i) that this Agreement is unmodified and in full force and effect or, if there had been modifications, that this Agreement is in full force and effect as modified, (ii) that the Party is not in default of this Agreement or specifying any defaults, and (iii) such other information that may be reasonably requested by the Party.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates set forth below, and the date of the last signatory below shall be inserted on page 1 of this Agreement, as the Effective Date of this Agreement.

FAIRFIELD PROPERTIES, LLC,
An Illinois limited liability company

VILLAGE OF WESTERN SPRINGS,
an Illinois municipal corporation

By: _____
Name: _____
Title: Member

By: _____
Heidi Rudolph
Village President

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____
Name: _____
Title: _____

By: _____
Edward Tymick
Village Clerk

Date: _____

Date: _____

Exhibit "A"

Written Consent and Waiver Of Hinsdale United Methodist Church,
as Successor to the First United Methodist Church of Western Springs,
To Allow Fairfield Properties, LLC To Enter Into A Redevelopment Agreement
And Other Related Documents Regarding The Proposed 4300 Howard Avenue
Residential Development Located At 4300 Howard Avenue
In The Village Of Western Springs, Cook County, Illinois

(attached)

Exhibit "A"
to
Redevelopment Agreement

**Written Consent and Waiver Of Hinsdale United Methodist Church,
as Successor to the First United Methodist Church of Western Springs,
To Allow Fairfield Properties, LLC To Enter Into A Redevelopment Agreement
And Other Related Documents Regarding The Proposed 4300 Howard Avenue
Residential Development Located At 4300 Howard Avenue
In The Village Of Western Springs, Cook County, Illinois**

Consent: Hinsdale United Methodist Church, as successor to the First United Methodist Church of Western Springs (the "Property Owner"), is the fee simple title owner of the real property commonly known as 4300 Howard Avenue consisting of three (3) lots zoned under the R2 Single-Family Residence District classification (the "Property"). The Property Owner submits this written authorization to the Village of Western Springs to allow Fairfield Properties, LLC of _____, Hinsdale, Illinois (the "Applicant" or "Developer"), who is the contract purchaser and prospective developer of the Property, to file an application for the redevelopment of the Property as a three (3) lot single-family residential development (the "4300 Howard Avenue Residential Development" or "Development"), and to enter into or consent to the approval of following agreements, ordinances, plats, resolutions and other documents (the "Development Documents") with the Village of Western Springs (the "Village") in anticipation of the approval of the Development:

1. RESOLUTION NO. 25-????: A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF AN ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT FOR THE PROPOSED 4300 HOWARD AVENUE RESIDENTIAL DEVELOPMENT IN THE VILLAGE OF WESTERN SPRINGS, ILLINOIS (LOTS 1, 8 AND 9 IN FIELD PARK SUBDIVISION) AND A REDEVELOPMENT AGREEMENT FOR THE CONSTRUCTION OF THE PROPOSED 4300 HOWARD AVENUE RESIDENTIAL DEVELOPMENT IN THE VILLAGE OF WESTERN SPRINGS, ILLINOIS (LOTS 1, 8 AND 9 IN FIELD PARK SUBDIVISION).
2. REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF WESTERN SPRINGS, ILLINOIS AND FAIRFIELD PROPERTIES, LLC FOR THE HERITAGE CROSSING RESIDENTIAL TOWNHOME DEVELOPMENT (4300 Howard Avenue, Western Springs, Illinois).
3. ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT FOR THE PROPOSED 4300 HOWARD AVENUE RESIDENTIAL DEVELOPMENT IN THE VILLAGE OF WESTERN SPRINGS, ILLINOIS (LOTS 1, 8 AND 9 IN FIELD PARK SUBDIVISION).
4. RESOLUTION NO. 25-????: A RESOLUTION APPROVING A PLAT OF ABROGATION FOR PUBLIC SIDEWALK EASEMENT (ADDRESS: 4300 FRANKLIN AVENUE, WESTERN SPRINGS, ILLINOIS) AND APPROVING THE TERMINATION OF A LETTER OF AGREEMENT FOR CONSTRUCTION AND MAINTENANCE OF A PUBLIC SIDEWALK (4300 FRANKLIN AVENUE, WESTERN SPRINGS, ILLINOIS) AND ABROGATION OF EASEMENT FOR A PUBLIC SIDEWALK AND THE REMOVAL OF PUBLIC PARKING SPACES WITHIN THE 43RD STREET RIGHT-OF-WAY ADJACENT TO LOT 1 AND LOT 9 IN THE FIELD PARK SUBDIVISION, WESTERN SPRINGS, ILLINOIS.

5. PLAT OF ABROGATION FOR PUBLIC SIDEWALK EASEMENT (ADDRESS: 4300 FRANKLIN AVENUE, WESTERN SPRINGS, ILLINOIS).
6. TERMINATION OF LETTER OF AGREEMENT FOR CONSTRUCTION AND MAINTENANCE OF A PUBLIC SIDEWALK AND ABROGATION OF EASEMENT FOR A PUBLIC SIDEWALK (4300 FRANKLIN AVENUE, WESTERN SPRINGS, ILLINOIS).
7. ORDINANCE NO. 25-????: AN ORDINANCE RESCINDING AND REPEALING THE BOARD OF TRUSTEES' APPROVAL OF ORDINANCE NO. 18-2934 (AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR THE INSTALLATION AND OPERATION OF AN EARLY CHILDHOOD EDUCATION CENTER AT THE 4300 HOWARD AVENUE PROPERTY) TO FACILITATE THE PROPOSED 4300 HOWARD AVENUE RESIDENTIAL DEVELOPMENT IN THE VILLAGE OF WESTERN SPRINGS, ILLINOIS (LOTS 1, 8 AND 9 IN FIELD PARK SUBDIVISION).
8. Any other document that is approved by the Corporate Authorities of the Village related to the approval of the construction of the Development by the Developer.

Waiver: The Property Owner agrees that the validity of the Development Documents to be approved by the Corporate Authorities of the Village of Western Springs are subject to the Developer purchasing the Property from the Property Owner. If the Developer does not purchase the Property from the Property Owner, then the Village's approval of the Development Documents shall automatically terminate without any further action being taken by either Party and such Development Documents shall be void and unenforceable. If the Developer does not purchase the Property from the Property Owner, the Property Owner agrees to waive all claims, causes of action and damages of any kind that the Property Owner could file against the Village arising out of or related to the termination of the Development Documents. The Developer is required to provide written notice to the Village within five (5) calendar days of the date of this Written Consent And Waiver of the termination of the real estate purchase contract that it has entered into with the Property Owner related to the Property.

**Hinsdale United Methodist Church, as successor
to the First United Methodist Church of Western Springs**

By: _____

Name: _____

Title: _____

Authorized Corporate Officer

Date: _____, 202__.

Exhibit "B"

Legal Description for 4300 Howard Avenue, Western Springs, Illinois.

LOTS 1, 8 AND 9 IN BLOCK 26 IN FIELD PARK, A SUBDIVISION IN THE WEST 5/8 OF THE WEST 1/2 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

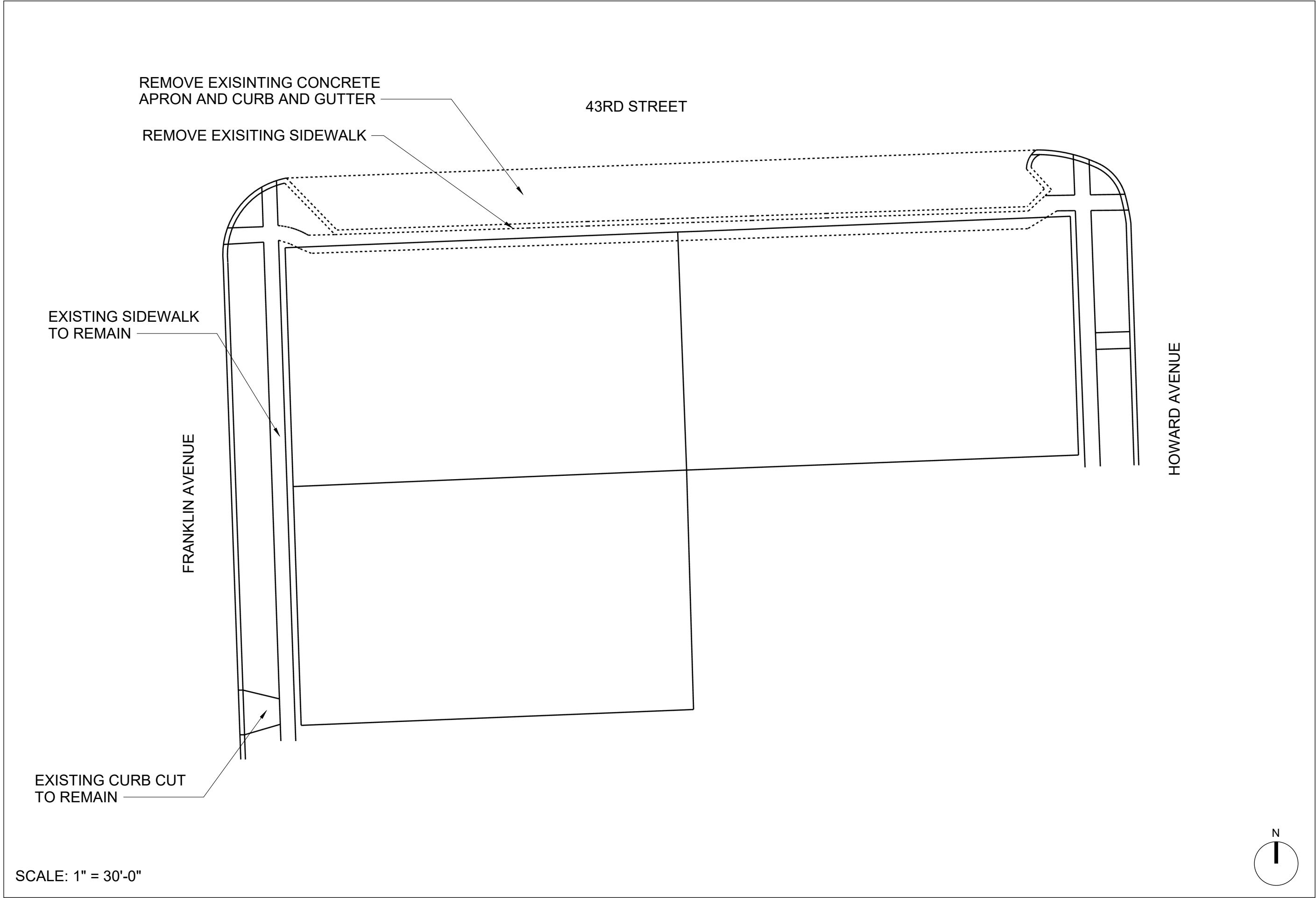
PINs: 18-05-302-001-0000
18-05-302-002-0000
18-05-302-018-0000

Exhibit “C”

**Site Plan for the Development,
dated October 22, 2024**

(attached)

DRAFT



**PARKWAY
DEMOLITION
PLAN**

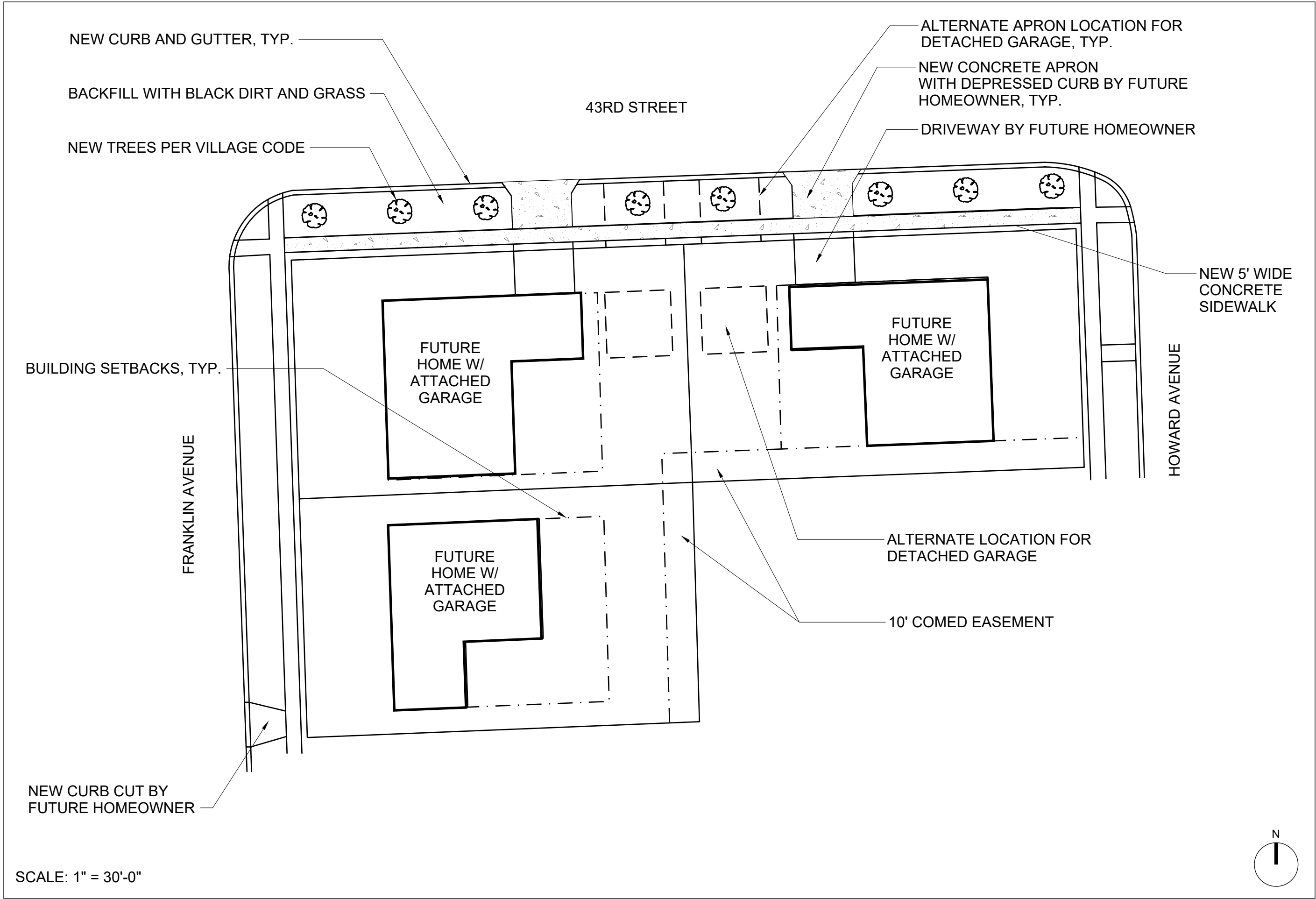
CLIENT
Fairfield Properties
330 West Chestnut, Lower Level
Hinsdale, IL 60521

PROJECT
4300 Howard
Western Springs

ISSUE
10/22/2024

DRAWN BY
BD

A.01



**PARKWAY
RESTORATION
PLAN**

A.02

CLIENT
Fairfield Properties
330 West Chestnut, Lower Level
Hinsdale, IL 60521

PROJECT
4300 Howard
Western Springs

ISSUE
10/22/2024

DRAWN BY
BD

Exhibit "D"

**Assignment, Assumption And Consent Agreement
For The Proposed 4300 Howard Avenue Residential Development
In The Village Of Western Springs, Illinois
(Lots 1, 8 And 9 In Field Park Subdivision)**

(attached)

**ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT
ENTERED INTO BY HINSDALE UNITED METHODIST CHURCH, AS SUCCESSOR TO
THE FIRST UNITED METHODIST CHURCH OF WESTERN SPRINGS, AND FAIRFIELD PROPERTIES, LLC
FOR THE PROPOSED 4300 HOWARD AVENUE RESIDENTIAL DEVELOPMENT
IN THE VILLAGE OF WESTERN SPRINGS, ILLINOIS
(LOTS 1, 8 AND 9 IN FIELD PARK SUBDIVISION)**

This ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT (this "**Assignment**") is entered into on this ____ day of January, 2025, by and between Hinsdale United Methodist Church, as successor to the First United Methodist Church of Western Springs (hereinafter referred to as the "**Church**" or "**Assignor**"), and Fairfield Properties, LLC, an Illinois limited liability company, of Hinsdale, Illinois (hereinafter referred to as "**Developer**" or "**Assignee**") and the Village of Western Springs, an Illinois non-home rule municipal corporation located in Cook County, Illinois (hereinafter referred to as "**Village**"). The Assignor, the Assignee and the Village are collectively referred to as the "**Parties**" and individually as a "**Party**" under this Assignment.

RECITALS

WHEREAS, the Church is the owner of tracts of land with a common address of 4300 Franklin Avenue, Western Springs, Illinois, consisting of three (3) residentially zoned lots zoned under the R2 Single-Family Residence District classification, and legally described in **Exhibit "A"** attached hereto and made a part hereof (the "**Property**"); and

WHEREAS, with the passage of Resolution No. 14-2268 on April 28, 2014, the Church and the Village approved and entered into a certain Letter of Agreement for the construction and maintenance of a public sidewalk dated April 28, 2014, and the Church, as Grantor, and the Village, as Grantee, approved and executed a related Plat of Easement for Public Sidewalk, dated April 28, 2014, and the Letter of Agreement and the Plat were recorded May 14, 2014 in Cook County, Illinois as Document 1413445068. As a result, the Village is the holder of an easement for the construction and maintenance of a public sidewalk over a portion of the Property (the "**Sidewalk Easement**"); and

WHEREAS, the Church has entered into a real estate purchase and sale contract for the sale of fee simple title of the Property to the Developer. The Developer desires to purchase the Property to construct three (3) new residential homes and related driveway improvements in substantial conformance with consistent with Sheet A.02 of the "4300 Howard Avenue Residential Development Site Plan" (the "**Site Plan**") submitted by the Developer to the Village (the "4300 Howard Avenue Residential Development"). A copy of the Site Plan, which consists of Sheet A.01 (Parkway Demolition Plan) and Sheet A.02 (Parkway Restoration Plan) dated October 22, 2024, is attached hereto as **Exhibit "B"** and made a part hereof; and

WHEREAS, to address certain Church obligations in the Letter of Agreement and to allow the Developer to construct the Development, by a letter dated October 25, 2024 issued by the Church to the Village, the Church and the Developer have requested that the Village agree to: (a) the termination of the Letter of Agreement; (b) the approval of a Plat of Abrogation of Easement for Public Sidewalk to terminate the Sidewalk Easement; (c) the removal of the existing public sidewalk and construction of a new replacement public sidewalk within the Village's 43rd Street right-of-way by the Developer, at its cost, as part of the construction of the Development; (d) the removal of the diagonal public parking spaces from the 43rd Street right-of-way by the Developer, at its cost, as part of the construction of the Development; (e) the restoration of the 43rd Street curb and parkway by the Developer, at its cost, as part of the construction of the Development; and (f) the repeal of the following zoning ordinance approved by the President and Board of

Trustees of the Village (the “Corporate Authorities”) relative to the Church and activities formerly conducted at the Property: Ordinance No. 18-2934 (Ordinance Approving A Conditional Use Permit For The Installation And Operation Of An Early Childhood Education Center At The 4300 Howard Avenue Property); (the “2018 CUP Ordinance”). A copy of the Plat of Abrogation for Public Sidewalk Easement (Address: 4300 Franklin Avenue, Western Springs, Illinois) with a survey date of September 27, 2024 and prepared by Kabal Surveying Company is attached hereto as **Exhibit “C”** and made a part hereof (the “Plat of Sidewalk Easement Abrogation”); and

WHEREAS, subject to the corporate authorities of the Village granting approval of this Assignment, the Church and the Developer have approved and entered into this Assignment, the form and content of which has been approved by the Village Attorney, to authorize the Developer to negotiate and enter into the Redevelopment Agreement (as defined below) with the Village prior to completing the purchase of the Property that will obligate the Developer, at its cost, to construct the Development and to complete the below-listed activities that are part of the Conditions of Approval, as set forth below in Section 4 of this Assignment, after the issuance of a Village site development permit or building permit for construction of the Development (the “Developer Obligations”); and

WHEREAS, under this Assignment and the Redevelopment Agreement, all of the Church’s rights, liabilities and responsibilities for the completion of the Sidewalk Removal and Replacement/Relocation Work, the Parking Space Removal Work and the Parkway Restoration Work, as those terms are defined under the Developer Obligations and set forth below in Section 4 of this Assignment, are being assigned to and assumed by the Developer, as the Church would be required to fulfill such obligations if the Letter of Agreement was not being terminated by the Village and the Church. The Developer accepts the assignment and assumption of all rights, liabilities and responsibilities for the completion of the Sidewalk Removal and Replacement/Relocation Work, the Parking Space Removal Work and the Parkway Restoration Work from the Church, and agrees to complete the other Developer Obligations as set forth below in Section 4 of this this Assignment. As part of its approval of this Assignment, the Village approves of the assignment and assumption of the Church’s rights, liabilities and responsibilities for the completion of the Sidewalk Removal and Replacement/Relocation Work, the Parking Space Removal Work and the Parkway Restoration Work to the Developer; and

WHEREAS, the Corporate Authorities of the Village of Western Springs are authorized, under the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), and the statutory and constitutional authority and intergovernmental cooperation powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the 1970 Illinois Constitution, to approve and enter into this Assignment with the Church and the Developer, and further find that it is protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, local businesses and the public to approve and enter into this Assignment.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and the exchange of adequate consideration and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

AGREEMENT

1. **Incorporation.** Each of the Recitals set forth above are incorporated by reference into Section 1 of this Agreement as material provisions.

2. **Assignment by Assignor; Consent.** The Assignor assigns, transfers and sets over to the Assignee all of its rights, liabilities and responsibilities for the completion of the Sidewalk Removal and Replacement/Relocation Work, the Parking Space Removal Work and the Parkway Restoration Work, as those terms are defined under the Developer Obligations and set forth in Section 4 below. The Church consents to the Developer, as contract purchaser of the Property, to negotiate and enter into the Redevelopment Agreement with the Village, prior to completing the purchase of the Property, that will obligate the Developer, at its cost, to construct the Development and to complete the Developer Obligations that are set forth below in Section 4 of this Assignment.

3. **Acceptance of Assignment by Assignee.** The Assignee assumes all of the rights, liabilities and obligations of the Assignor for the completion of the Sidewalk Removal and Replacement/Relocation Work, the Parking Space Removal Work and the Parkway Restoration Work, and agrees to complete the other Developer Obligations that are set forth below in Section 4 of this Assignment.

4. **Developer Obligations.** The approval of the Corporate Authorities of the Village of the termination of the Letter Agreement, the Plat of Sidewalk Easement Abrogation, and this Assignment is conditioned upon and subject to the following:

A. Prior to the Village's approval of the termination of the Letter Agreement, the Developer shall approve and enter into a Redevelopment Agreement with the Village for the Construction of the Development (the "Redevelopment Agreement"), in a form and content as approved by the Village Attorney, that contains, at a minimum, the following conditions ("Developer Obligations"):

- (1) The Developer, at its cost, shall construct the Development in general conformance with the Site Plan (**Exhibit "B"**), subject to Village plan review amendments and Village approval of the final set of development plans.
- (2) After issuance of a Village site development permit or building permit for the Development, the Developer, at its cost, shall:
 - a. Remove and dispose of the existing public sidewalk and construct a new replacement public sidewalk and curb and gutter improvements within the Village's 43rd Street right-of-way in a typical parkway placement location, as approved by the Village Engineer ("Sidewalk Removal and Replacement/Relocation Work").
 - b. Remove and dispose of the diagonal public parking spaces from the 43rd Street right-of-way ("Parking Space Removal Work").
 - c. Complete the restoration of the 43rd Street curb and grass parkway after the sidewalk, curb and gutter replacement work and the parking space removal work is completed ("Parkway Restoration Work").
- (3) In the event the Developer, or its affiliates, successor corporations, officers, officials, trustees, successors-in-office, heirs, representatives, and assigns, transferees, successors-in-interest and successor owners ("Developer Affiliates"), fails to construct the Development or another alternate residential development that is a permitted use under the R2 Single-Family Residence District classification or fails to receive Village zoning approval of an alternate development plan within twenty-four (24) months of the Effective Date of the Redevelopment Agreement, the Developer, or its Developer Affiliates, at their cost, are required to remove the replacement public sidewalk within the Village's 43rd Street right-of-way (if constructed) and re-install the diagonal public parking spaces along the 43rd Street right-of-way with like-kind, like-quality materials

(if removed) and install a new concrete public sidewalk that is built in substantially the same location as the original sidewalk (collectively the "Replacement Sidewalk and Parking Space Improvements") within thirty-six (36) months of the Effective Date of the Redevelopment Agreement, unless the Corporate Authorities of the Village, in their sole discretion, extend the time to complete the Replacement Sidewalk and Parking Space Improvements or waive the requirement that the Developer, or its Developer Affiliates, shall complete the Replacement Sidewalk and Parking Space Improvements.

- (4) To be eligible for the issuance of a Village site development permit or building permit, the Developer, at its cost, shall comply with the Village Engineer's Preliminary Comments to the 4300 Howard Avenue & 43rd Street Parcel (United Methodist Church - Hinsdale UMC and Fairfield Properties) dated November 20, 2024, as amended or modified by the Village Engineer, as part of its submission of final development plans to the Village, and shall further comply with any final development plan review comments issued by the Village Engineer or the Community Development Department Director for the Development.
- (5) The Redevelopment Agreement shall require the Developer to post with the Village, at the time it applies for a site development permit or a building permit, an irrevocable letter of credit ("Security") in the amount of one hundred and ten percent (110%) of the "Infrastructure Cost Estimate" as required by Subsection 9.A. of the Redevelopment Agreement. The Security shall be issued for the benefit of and which may be called by the Village that ensures the completion of all public improvement work associated with the Development, including but not limited to the Sidewalk Removal and Replacement/Relocation Work and Parkway Restoration Work, Parking Space Removal Work, and the Replacement Sidewalk and Parking Space Improvements. The Security shall be posted with the Village and then renewed by the Developer, at its cost, from the date of submittal of the application for the Village site development permit or building permit for the Development through one (1) year after the Village's issuance of a certificate of completion for the Development, with the one (1) year period being a warranty period.
- (6) The Developer shall comply with all federal, State, County and Village codes, laws, ordinances and regulations that are applicable to the construction of the Development.

5. **Village Approval of Assignment.** The Village approves of the assignment and assumption of the Church's rights, liabilities and responsibilities for the completion of the Sidewalk Removal and Replacement/Relocation Work, the Parking Space Removal Work and the Parkway Restoration Work to the Developer.

6. **Notices.** Any notice or communication required or permitted to be given under this Assignment shall be in writing and shall be delivered: (i) personally; (ii) by a reputable overnight courier; (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid; or (iv) by electronic internet mail ("Email"). Email notices shall be deemed valid only to the extent that they are: (a) opened by the recipient on a business day at the address set forth below; and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three (3) business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Assignment, notices shall be deemed received after the first to occur of: (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit;

or (c) the date that is three (3) business days after deposit in the U.S. Mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 6, each Party to this Assignment shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

If to Village:

Village Manager
Village of Western Springs
740 Hillgrove Avenue
Western Springs, Illinois 60558

If to Church:

President/Authorized Corporate Officer
Current Business Address

If to Developer:

Member
Fairfield Properties, LLC
Hinsdale, Illinois

7. **Applicable Law; Venue.** This Assignment shall be governed and controlled, as to the validity, enforceability, interpretation and construction, in effect in all other respects, including, but not limited to, the legality of interest charged hereunder, by the statutory laws and decisions of the State of Illinois. The Parties agree that, for the purpose of any litigation relative to this Assignment and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the Parties consent to the *in personam* jurisdiction of said Court for any such action or proceeding.

8. **Entire Agreement; Amendment or Modification.** This Assignment contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them with respect to the subject matter of this Assignment. There are no representations, agreements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Assignment which are not fully expressed herein. No oral modification, amendment or change shall be allowed to this Assignment. Any modification, amendment or change shall be in writing and approved by the Corporate Authorities of the Village, the manager of the Developer and the governing board of the Church.

9. **Severability.** Every provision of this Assignment is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court of competent jurisdiction, such illegality or invalidity shall not affect the validity or enforceability of the remaining terms and provisions hereinabove set forth.

10. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

11. **Effective Date; Legal Authority; Binding Effect.** The "Effective Date" of this Assignment shall be the date of execution by the last signatory. This Assignment shall be in full force and effect, and legally binding, after it is signed by the duly authorized officers of each Party. Each of the signatories to this Assignment are the duly authorized representatives of their respective corporate entity and each such person has signed this Assignment pursuant to the authority duly granted to them by the corporate authorities of said corporate entity, who have acted by motion or approved a Resolution (in the Village's case, at an open public meeting) that authorized and directed the representatives to sign this Assignment. This Assignment shall be binding upon and shall inure to the benefit of the Parties agreeing hereto and to

their successor corporations, officers, officials, trustees, successors-in-office, heirs, representatives, and assigns, transferees, successors-in-interest and successor owners.

SIGNATURE PAGE TO FOLLOW

SIGNATURE PAGE

ASSIGNOR:

**Hinsdale United Methodist Church,
as successor to the First United Methodist Church
of Western Springs**

By: _____

Name: _____

Title: _____

Date: _____, 2025.

Subscribed and Sworn To Before Me
This ____ day of _____, 2025.

By: _____

Notary Public

Date: _____, 2025.

ASSIGNEE:

**Fairfield Properties, LLC,
an Illinois limited liability company**

By: _____

Name: _____

Title: _____

Date: _____, 2025.

Subscribed and Sworn To Before Me
This ____ day of _____, 2025.

By: _____

Notary Public

Date: _____, 2025.

VILLAGE:

**VILLAGE OF WESTERN SPRINGS,
an Illinois non-home rule municipal corporation**

By: _____

Name: Heidi Rudolph

Title: Village President

Date: _____, 2025.

ATTEST:

By: _____

Name: Edward Tymick

Village Clerk

Date: _____, 2025.

Exhibit "A"

Legal Description Parcel - 4300 Franklin Avenue, Western Springs, Illinois

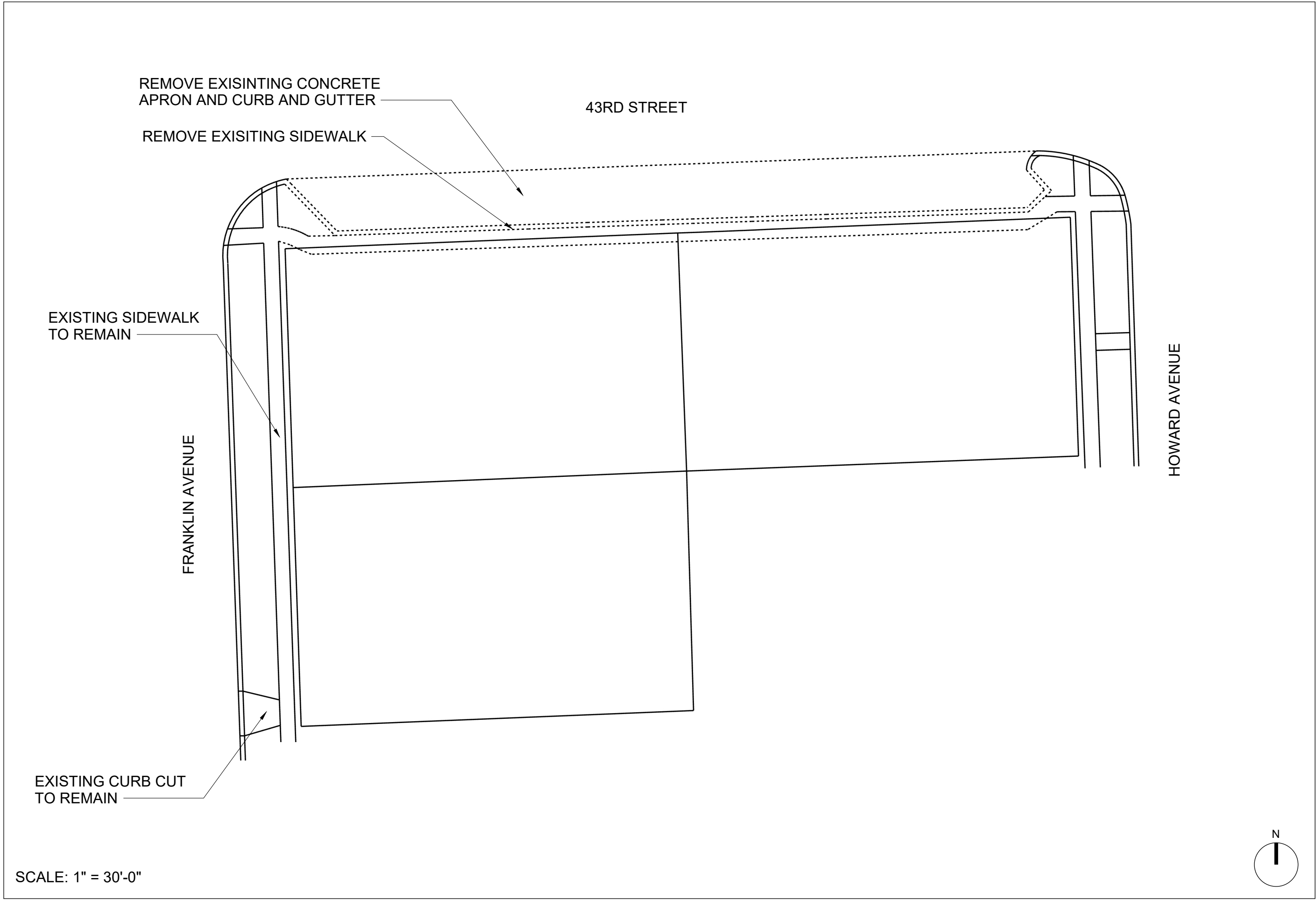
LOTS 1, 8 AND 9 IN BLOCK 26 IN FIELD PARK, A SUBDIVISION IN THE WEST 5/8 OF THE WEST 1/2 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE SOUTHEAST 1/4 PF SECTION 32, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

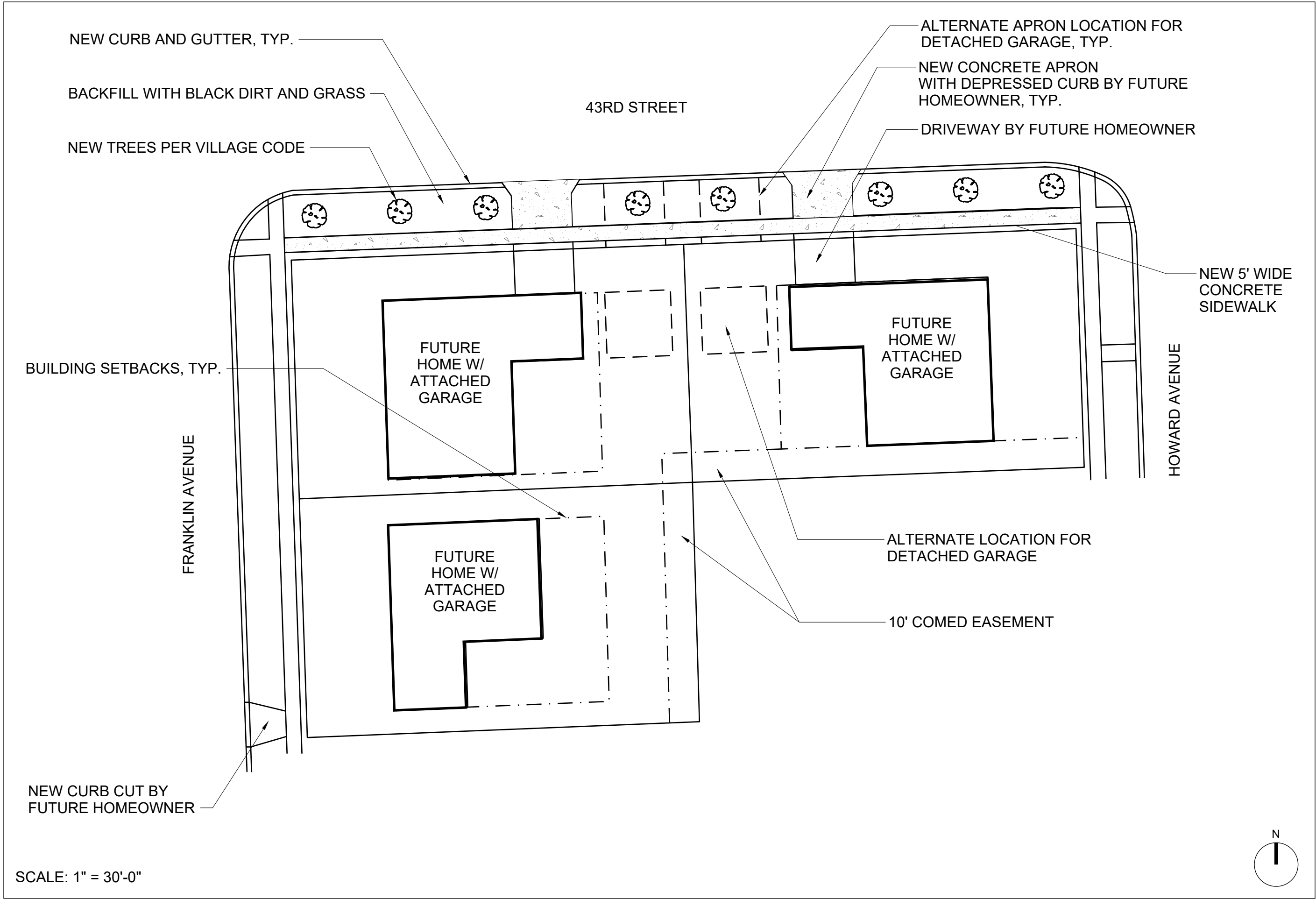
PINs: 18-05-302-001-0000
18-05-302-002-0000
18-05-302-018-0000

Exhibit "B"

**4300 Howard Avenue Residential Development Site Plan consisting of
Sheet A.01 (Parkway Demolition Plan) and Sheet A.02 (Parkway Restoration Plan)
dated October 22, 2024**

(attached)





**PARKWAY
RESTORATION
PLAN**

A.02

CLIENT
Fairfield Properties
330 West Chestnut, Lower Level
Hinsdale, IL 60521

PROJECT
4300 Howard
Western Springs

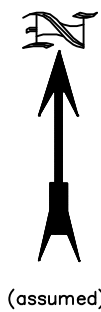
ISSUE
10/22/2024

DRAWN BY
BD

Exhibit "C"

**Plat of Abrogation for Public Sidewalk Easement
(Address: 4300 Franklin Avenue, Western Springs, Illinois)
with a survey date of September 27, 2024 and prepared by Kabal Surveying Company**

(attached)

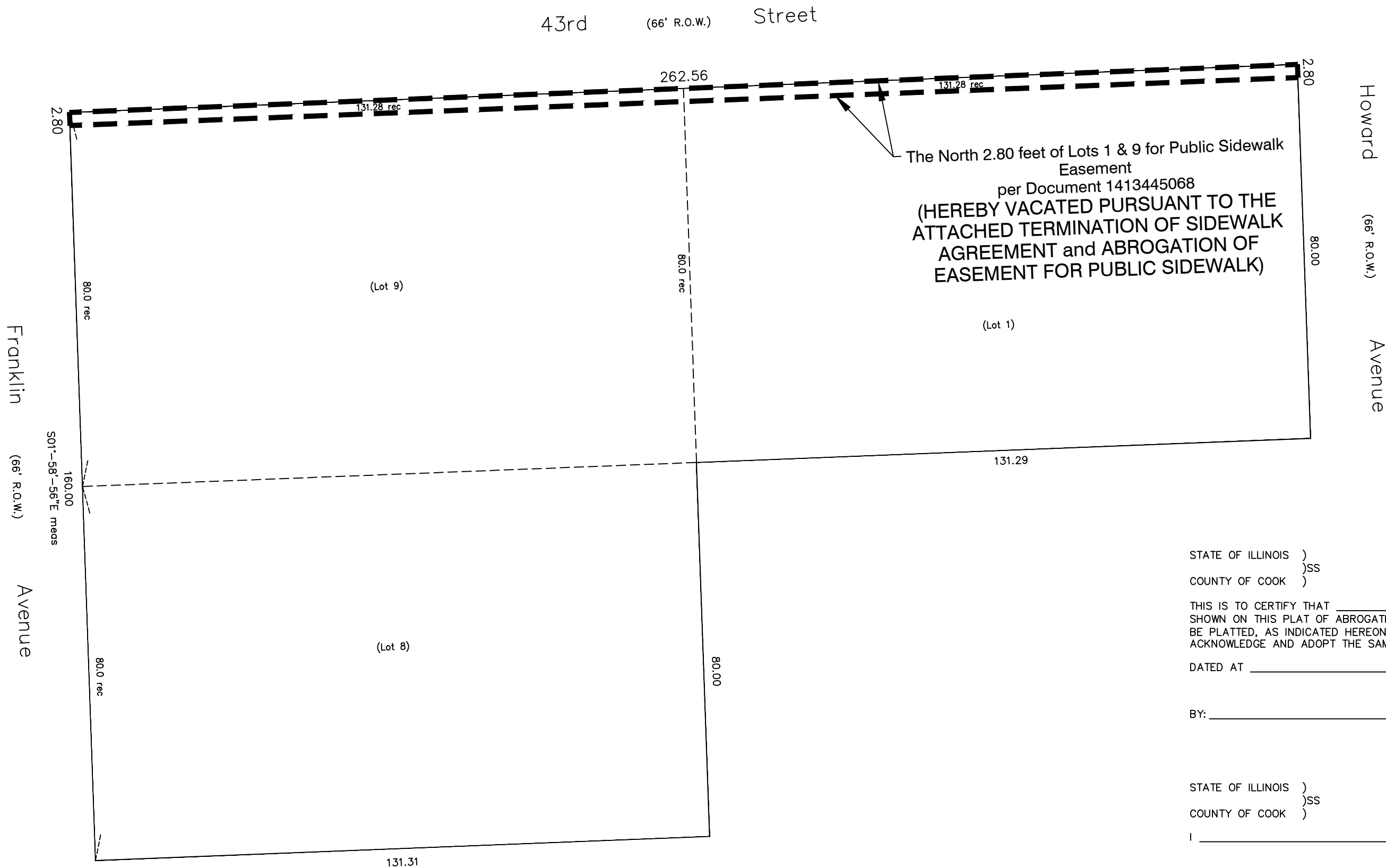


Plat of Abrogation

For Public Sidewalk Easement

Lots 1, 8 and 9 in Block 26 in Field Park, a Subdivision in the West 5/8 of the West 1/2 of Section 5, Township 38 North, Range 12, East of the Third Principal Meridian and part of the Southeast 1/4 of Section 32, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Address: 4300 Franklin Avenue, Western Springs



OWNER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)

THIS IS TO CERTIFY THAT _____ IS(ARE) THE OWNER(S) OF THE LAND SHOWN ON THIS PLAT OF ABROGATION AND HAS(HAVE) CAUSED THE SAME TO BE CAUSED THE SAME TO BE PLATTED, AS INDICATED HEREON, FOR THE PURPOSES THEREIN SET FORTH, AND DOES(DO) HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

DATED AT _____, ILLINOIS, THIS _____ DAY OF _____, _____.

BY: _____ TITLE: _____

NOTARY PUBLIC

STATE OF ILLINOIS)
COUNTY OF COOK)

I _____ A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE

AFORESAID, DO HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNERS, APPEARED BEFORE ME THIS DAY IN PERSONS AND ACKNOWLEDGE THAT THEY SIGNED THE ANNEXED PLAT AS THEIR FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC _____

VILLAGE BOARD'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)

APPROVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS,

AT A MEETING HELD THIS _____ DAY OF _____, 20____.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)

I, MITCHELL P. BALEK, DO HEREBY CERTIFY THAT I, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, PREPARED THIS PLAT OF ABROGATION AND THAT SAID PLAT IS A CORRECT AND TRUE REPRESENTATION OF SAID SURVEY, ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.

DATED THIS _____ DAY OF _____, A.D., 20 ____.

Mitchell P. Balek

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003250
MY LICENSE EXPIRES ON NOVEMBER 30, 2026

Measured bearing shown hereon is based on the Illinois East State Plane Coordinate Zone 1201 (NAD83) determined by GPS measurement

LEGEND

R.O.W. = right-of-way, E = East
N = North, W = West, S = South
meas = measured, rec = record
pch = porch, rad = radius
prc = point of reverse curve

Please check Legal Description with Deed and report any discrepancy immediately.

Surveyed _____ September _____ 27 _____, 20 ____ 24 _____

Property identification numbers
18-05-302-001-0000 (Lot 9)
18-05-302-018-0000 (Lot 1)
18-05-302-002-0000 (Lot 8)

Kabal Surveying Company
Land Surveying Services
10407 West Cermak Road
Westchester, Illinois 60154
(708) 562-2652
Fax (708) 562-7314
email: kabal-surveying@comcast.net
website: KabalSurveyingCompany.com
Registration No. 184-003061

Scale: 1 inch = _____ 20 _____ ft.
Order No. _____ 241854A _____
Ordered By: _____ Hawbecker & Garver, LLC _____

ORIGINAL SEAL IN RED

Exhibit “E”:

Final Development Plans

(To be attached and incorporated herein
after Village Approval)

DRAFT

Exhibit "F"

Construction Schedule

(attached)

DRAFT

Group Exhibit "G"

Forms of Letters of Credit

(attached)

DRAFT

REQUIRED FORM OF PERFORMANCE IRREVOCABLE LETTER OF CREDIT

NO.

AMOUNT: \$

EXPIRATION DATE: Two years after issuance

DATE OF ISSUE: _____, 202__.

[Name of Bank]

[Address]

TO: Village of Western Springs (Beneficiary)
740 Hillgrove Avenue
Western Springs, Illinois 60558
Attention: Village Manager

_____ BANK HEREBY AUTHORIZES YOU TO DRAW AT SIGHT on the _____ UP TO AN
AGGREGATE AMOUNT OF _____ United States Dollars (\$_____) for account of [Developer], a
_____ limited liability company ("Customer").

Drafts under this Letter of Credit shall bear upon their face the words:

Drawn under _____
Credit No. _____ Dated: _____, 202__.

Drafts may be for all or any portion of the amount of this Letter of Credit, and shall be generally
in the form of the sample draft attached hereto as Exhibit "1", and shall be accompanied by one of the
following documents executed by the Western Springs Village Manager:

- (a) A written statement on the form attached hereto as Exhibit "2" stating that, conditioned upon proper notice to the Western Springs Village Manager, Letter of Credit No. ____ will expire within thirty (30) calendar days or less and that the Customer / [Developer] has failed to deliver to the Western Springs Village Manager evidence of a renewal of Letter of Credit No. ____; or
- (b) A written statement on the form attached hereto as Exhibit "3" stating that all or any part of the Infrastructure as defined in and required to be constructed by the Customer / [Developer] pursuant to "An Agreement _____" (the "Development Agreement") have not been constructed in accordance with the Development Agreement and any cure period has expired; or
- (c) A written statement on the form attached hereto as Exhibit "4" stating that all or any part of the costs, payments, permit fees, or other fees required to be paid to the Village of Western Springs by the Customer / [Developer] pursuant to the Development Agreement have not been paid in accordance with the Development Agreement and any cure period has expired; or
- (d) A written statement on the form attached hereto as Exhibit "5" stating that all or any portion of the maintenance, repair, or restoration required to be performed by the Customer / [Developer] pursuant to the Development Agreement has not been

performed in accordance with the Development Agreement and any cure period has expired; or

- (e) A written statement on the form attached hereto as Exhibit "6" stating that the aggregate amount of the Letter of Credit may be reduced under Subsection ___ of the Development Agreement in a certain amount.

_____[BANK] HEREBY AGREES with the beneficiary Village of Western Springs that:

1. Drafts drawn under and in compliance with this Irrevocable Letter of Credit shall be duly honored immediately upon presentation to [BANK] if presented on or before the above-stated Expiration Date or presented at the [BANK] office located at [ADDRESS], together with the original of this Irrevocable Letter of Credit on or before that date. Further, one or more drafts may be presented at the [BANK] office on or before the Expiration Date.

2. If, within three (3) banking days after any draft drawn under this Irrevocable Letter of Credit is presented to [BANK] in conformance with the terms of this Irrevocable Letter of Credit, and [BANK] fails to honor same, [BANK] agrees to pay all attorneys' fees, litigation and court costs, and other expenses incurred by the Village of Western Springs in enforcing the terms of this Irrevocable Letter of Credit.

3. This Irrevocable Letter of Credit shall expire on _____, 20____, (two (2) years from issuance) as stated hereinabove; provided, however, this Irrevocable Letter of Credit shall only expire after [BANK] sends a written notice to the Western Springs Village Manager by certified mail, return receipt requested, or hand-delivered courier at least thirty (30) calendar days prior to the Expiration Date or such extended Expiration Date, that informs the Village that this Irrevocable Letter of Credit is about to expire (the "30-Day Expiration Notice").

4. In no event will this Irrevocable Letter of Credit or the obligations contained herein expire except after the 30-Day Expiration Notice required herein is delivered to the Western Springs Village Manager, it being expressly agreed that the above Expiration Date shall be extended by the number of calendar days as is required to comply with the 30-Day Expiration Notice delivery requirement.

5. No consent, acknowledgment, or approval of any kind from the Customer / [Developer] shall be necessary or required prior to honoring any draft presented in conformance with the terms of this Irrevocable Letter of Credit.

6. The aggregate amount of this Irrevocable Letter of Credit may be reduced only upon receipt by [BANK] of a document executed by the Western Springs Village Manager as provided in Paragraph (e) above stating that the aggregate amount of this Irrevocable Letter of Credit may be reduced in a specified amount as provided in Subsection ___ of the Development Agreement.

7. This Irrevocable Letter of Credit is irrevocable.

This Irrevocable Letter of Credit shall be governed by and construed in accordance with the Uniform Customs and Practices for ISP 98 of the International Chamber of Commerce (the "Uniform Customs"). In the event of a conflict between this Irrevocable Letter of Credit and the Uniform Customs, this Letter of Credit shall control. This Irrevocable Letter of Credit shall be deemed to be a contract made under the laws of the State of Illinois, including without limitation Article 5 of the Uniform Commercial

Code as in effect in the State of Illinois and shall, as to matters not governed by the Uniform Customs, be governed by and construed in accordance with the Laws of the State of Illinois, without regard to principles of conflicts of law.

As used herein, the term “banking day” means any day other than a Saturday, Sunday, or a day on which banks in the State of Illinois are authorized or required to be closed, and a day on which payments can be effected on the Fedwire Network.

[Signature of Bank Officer]
[Officer’s Title]

[Signature of Bank Officer]
[Officer’s Title]

DRAFT

EXHIBIT "1" TO FORM OF IRREVOCABLE LETTER OF CREDIT

DRAFT (sample)

, 20__

\$

(place) (date) (amount in figures USD)

PAY TO THE ORDER OF: US DOLLARS (amount in words) for value received and charge to the account of:

(Letter of Credit applicant name and address)

TO:

(name of Drawee Bank)

(address)

By:

EXHIBIT "2" TO FORM OF IRREVOCABLE LETTER OF CREDIT

To: [BANK]

Attn: Bank Officer

Re: Draw Under Letter of Credit No. -----
Project: [Insert Project Description]
Customer / [Developer]

To Whom It May Concern:

This is to advise you that Letter of Credit No. _____ dated _____, 20____ in the amount of \$_____ will expire within thirty (30) days or less and that the Customer / [Developer] has failed to deliver to the Western Springs Village Manager evidence of a renewal of Letter of Credit No._____.

The Funds of this LOC that are being drawn upon by the Village of Western Springs as a consequence of the failure of the Customer / [Developer] to timely renew the LOC, arrange for the extension of the LOC or provide for an acceptable replacement LOC relative to above-referenced Project that are defined in more detail in the LOC.

As the Village Manager of the Village of Western Springs (the "Beneficiary" under the LOC), I certify and state under oath that:

1. The Customer / [Developer] has failed to timely renew the LOC, arrange for the extension of the LOC or provide for an acceptable replacement LOC, in an amount agreed upon by the Beneficiary and the Customer [Developer], at least thirty (30) days prior to the Expiration Date of the LOC.

2. [Bank] has not delivered to the Village by registered letter, return receipt requested, or other courier service addressed to the attention of the Village President, any notice of expiration of the LOC as required under the SPECIAL CONDITIONS at Page 2 of the LOC.

Amount of Draft: _____Dollars (\$_____).

Immediately Payable to: Village of Western Springs.

If you have any questions regarding this letter, please contact me.

Sincerely,

Western Springs Village Manager

cc. President and Board of Trustees
Deputy Village Manager
Finance Director
Community Development Director
Village Engineer
Village Attorney

EXHIBIT "3" TO FORM OF IRREVOCABLE LETTER OF CREDIT

To: [BANK]

Attn: Bank Officer

Re: Draw Under Letter of Credit No. ____
Project: [Insert Project Description]
Customer / [Developer]

To Whom It May Concern:

This is to advise you that the Funds of the LOC that are due and payable to the Village of Western Springs are being drawn upon as a consequence of the failure of the Customer / [Developer] to complete all or any part of the Infrastructure required to be constructed by the Customer / [Developer] pursuant to the Development Agreement dated _____, 20__ by and between the Village of Western Springs and [Developer] has not been constructed in accordance with the Development Agreement and any cure period has expired.

As the Village Manager of the Village of Western Springs (the "Beneficiary" under the LOC), I certify and state under oath that:

1. The Customer / [Developer] has failed to complete all or any part of the Infrastructure required to be constructed by the Customer / [Developer] pursuant to the Development Agreement dated _____, 20__ by and between the Village of Western Springs and [Developer], and has not been constructed in accordance with the Development Agreement and any cure period has expired.

Amount of Draft: _____ Dollars (\$_____).

Immediately Payable to: Village of Western Springs.

If you have any questions regarding this letter, please contact me.

Sincerely,

Western Springs Village Manager

cc. President and Board of Trustees
Deputy Village Manager
Finance Director
Community Development Director
Village Engineer
Village Attorney

EXHIBIT "4" TO FORM OF IRREVOCABLE LETTER OF CREDIT

To: [BANK]

Attn: Bank Officer

Re: Draw Under Letter of Credit No. _____
Project: [Insert Project Description]
Customer / [Developer]

To Whom It May Concern:

This is to advise you that the Funds of the LOC that are due and payable to the Village of Western Springs are being drawn upon as a consequence of the failure of the Customer / [Developer] to pay all or any part of the costs, payments, permit fees, or other fees required to be paid by the Customer / [Developer] pursuant to the Development Agreement dated _____, 20__ by and between the Village of Western Springs and [Developer] in accordance with the Development Agreement and any cure period has expired.

As the Village Manager of the Village of Western Springs (the "Beneficiary" under the LOC), I certify and state under oath that:

1. The Customer / [Developer] has failed to pay all or any part of the costs, payments, permit fees, or other fees required to be paid by the Customer / [Developer] pursuant to the Development Agreement dated _____, 20__ by and between the Village of Western Springs and [Developer] in accordance with the Development Agreement and any cure period has expired.

Amount of Draft: _____ Dollars (\$_____).

Immediately Payable to: Village of Western Springs.

If you have any questions regarding this letter, please contact me.

Sincerely,

Western Springs Village Manager

cc. President and Board of Trustees
Deputy Village Manager
Finance Director
Community Development Director
Village Engineer
Village Attorney

EXHIBIT "5" TO FORM OF IRREVOCABLE LETTER OF CREDIT

To: [BANK]

Attn: Bank Officer

Re: Draw Under Letter of Credit No. ____
Project: [Insert Project Description]
Customer / [Developer]

To Whom It May Concern:

This is to advise you that the Funds of the LOC that are due and payable to the Village of Western Springs are being drawn upon as a consequence of the failure of the Customer / [Developer] to complete all or any part of the maintenance, repair, or restoration required to be performed by the Customer / [Developer] pursuant to the Development Agreement dated _____, 20__ by and between the Village of Western Springs and such work has not been performed by the [Developer] in accordance with the Development Agreement and any cure period has expired.

As the Village Manager of the Village of Western Springs (the "Beneficiary" under the LOC), I certify and state under oath that:

1. The Customer / [Developer] has failed to complete all or any part of the maintenance, repair, or restoration required to be performed by the Customer / [Developer] pursuant to the Development Agreement dated , 20__ by and between the Village of Western Springs and such work has not been performed by the [Developer] in accordance with the Development Agreement and any cure period has expired.

If you have any questions regarding this letter, please contact me.

Sincerely,

Western Springs Village Manager

cc. President and Board of Trustees
Deputy Village Manager
Finance Director
Community Development Director
Village Engineer
Village Attorney

EXHIBIT "6" TO FORM OF IRREVOCABLE LETTER OF CREDIT

To: [BANK]

Attn: Bank Officer

Re: Reduction of Dollar Amount of Letter of Credit No.
Project: [Insert Project Description]
Customer / [Developer]

To Whom It May Concern:

This is to advise you that the Customer / [Developer] has satisfactorily completed and the Village of Western Springs has accepted certain Infrastructure work and, under Subsection __ of the Development Agreement, the aggregate amount of the Letter of Credit may be reduced in the following amount to reimburse the Developer for payment of that work: \$_____.

If you have any questions regarding this letter, please contact me.

Sincerely,

Western Springs Village Manager

cc. President and Board of Trustees
Deputy Village Manager
Finance Director
Community Development Director
Village Engineer
Village Attorney

REQUIRED FORM OF GUARANTY IRREVOCABLE LETTER OF CREDIT

NO.

AMOUNT:

EXPIRATION DATE: Two years from issuance

DATE OF ISSUE:

[Name of Bank]

[Address]

TO: Village of Western Springs (Beneficiary)
740 Hillgrove Avenue
Western Springs, Illinois 60558
Attention: Village Manager

[BANK] HEREBY AUTHORIZES YOU TO DRAW AT SIGHT on the _____ UP TO AN AGGREGATE AMOUNT OF _____ United States Dollars (\$ _____) for account of [Developer], a _____ limited liability company ("Customer").

Drafts under this Letter of Credit shall bear upon their face the words: Drawn under Credit No. _____ Dated: _____, 202__.

Drafts may be for all or any portion of the amount of this Letter of Credit and shall be accompanied by one of the following documents executed by the Western Springs Village Manager on the form attached hereto as Exhibit "A" stating that all or any portion of the maintenance, repair, or restoration required to be performed related to Public Infrastructure pursuant to the Development Agreement in accordance with the Development Agreement has not been properly performed.

[BANK] HEREBY AGREES with the beneficiary Village of Western Springs that:

1. Drafts drawn under and in compliance with this Letter of Credit shall be duly honored immediately upon presentation to [BANK] if presented on or before the above-stated expiration date or presented at the [BANK] office located at [ADDRESS] together with the original of this Letter of Credit on or before that date. Further, one or more drafts may be presented at the [BANK] office on or before the Expiration Date.

2. If, within three (3) banking days after any draft drawn under this Letter of Credit is presented to [BANK] in conformance with the terms of this Letter of Credit, [BANK] fails to honor same, [BANK] agrees to pay all attorneys' fees, courts costs, and other expenses incurred by the Village of Western Springs in enforcing the terms hereof.

3. This Letter of Credit shall expire on _____, 20__, (two (2) years from issuance) as stated hereinabove; provided, however, this Letter of Credit shall only expire after [BANK] sends a written notice to the Western Springs Village Manager by certified mail, return receipt requested, or hand-delivered courier at least thirty (30) calendar days prior to the Expiration Date or such extended Expiration Date, that informs the Village that this Letter of Credit is about to expire (the "30-Day Expiration Notice").

4. In no event will this Letter of Credit or the obligations contained herein expire except after the 30-Day Expiration Notice required herein is delivered to the Western Springs Village Manager, it being expressly agreed that the above Expiration Date shall be extended by the number of calendar days as is required to comply with the 30-Day Expiration Notice delivery requirement.

5. No consent, acknowledgment, or approval of any kind from the Customer / [Developer] shall be necessary or required prior to honoring any draft presented in conformance with the terms of this Letter of Credit.

6. The aggregate amount of this Letter of Credit may be reduced only upon receipt by [BANK] of a document executed by the Western Springs Village Manager stating that the aggregate amount may be reduced in a certain amount because the guarantee period for certain maintenance, repair, or restoration amount has expired.

7. This Letter of Credit is irrevocable.

This Letter of Credit shall be governed by and construed in accordance with the Uniform Customs and Practices for ISP 98 of the International Chamber of Commerce (the "Uniform Customs"). In the event of a conflict between this Letter of Credit and the Uniform Customs, this Letter of Credit shall control. This Letter of Credit shall be deemed to be a contract made under the laws of the State of Illinois, including without limitation Article 5 of the Uniform Commercial Code as in effect in the State of Illinois and shall, as to matters not governed by the Uniform Customs, be governed by and construed in accordance with the Laws of the State of Illinois, without regard to principles of conflicts of law.

As used herein, the term "banking day" means (a) any day other than a Saturday, Sunday, or a day on which banks in the State of Illinois are authorized or required to be closed and (b) any day on which payments can be effected on the Fedwire Network.

[Signature of Bank Officer]
[Officer's Title]

[Signature of Bank Officer]
[Officer's Title]

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

CLERK'S CERTIFICATE

I, Edward Tymick, Village Clerk of the Village of Western Springs, Cook County, Illinois, certify that the attached document is a true and correct copy of the Resolution now on file in my office, entitled:

RESOLUTION NO. 25-????

**A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF
AN ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT
FOR THE PROPOSED 4300 HOWARD AVENUE RESIDENTIAL DEVELOPMENT
IN THE VILLAGE OF WESTERN SPRINGS, ILLINOIS (LOTS 1, 8 AND 9 IN FIELD PARK SUBDIVISION)
AND A REDEVELOPMENT AGREEMENT FOR THE CONSTRUCTION OF
THE PROPOSED 4300 HOWARD AVENUE RESIDENTIAL DEVELOPMENT
IN THE VILLAGE OF WESTERN SPRINGS, ILLINOIS
(LOTS 1, 8 AND 9 IN FIELD PARK SUBDIVISION)**

which was passed by a roll call vote of the Village President and Board of Trustees of the Village of Western Springs at a Regular Meeting held on the 27th day of January, 2025, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 27th day of January, 2025.

I further certify that the vote on the question of the passage of the Resolution by the Village President and Board of Trustees of the Village of Western Springs was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Village President and Board of Trustees of the Village of Western Springs, and that the result of said vote was as follows, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Western Springs this ____ day of January, 2025.

Edward Tymick, Village Clerk

Attachment 6

ORDINANCE NO. 25-

VOTE:

AYES:

NAYS:

ABSTAIN:

ABSENT:

DATE: January 27, 2025.

OTHER: None.

AN ORDINANCE RESCINDING AND REPEALING THE BOARD OF TRUSTEES' APPROVAL OF ORDINANCE NO. 18-2934 (AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR THE INSTALLATION AND OPERATION OF AN EARLY CHILDHOOD EDUCATION CENTER AT THE 4300 HOWARD AVENUE PROPERTY) TO FACILITATE THE PROPOSED 4300 HOWARD AVENUE RESIDENTIAL DEVELOPMENT IN THE VILLAGE OF WESTERN SPRINGS, ILLINOIS (LOTS 1, 8 AND 9 IN FIELD PARK SUBDIVISION)

WHEREAS, Hinsdale United Methodist Church, as successor to the First United Methodist Church of Western Springs (the "Church"), is the owner of tracts of land with a common address of 4300 Franklin Avenue, Western Springs, Illinois, and legally described in **Exhibit "A"** attached hereto and made a part hereof (the "Subject Property"); and

WHEREAS, with the passage of Resolution No. 14-2268 on April 28, 2014, the Church and the Village President and Board of Trustees (the "Corporate Authorities") of the Village of Western Springs (the "Village") approved and entered into a certain Letter of Agreement for the construction and maintenance of a public sidewalk dated April 28, 2014, and the Church, as Grantor, and the Village, as Grantee, approved and executed a related Plat of Easement for Public Sidewalk, dated April 28, 2014, and the Letter of Agreement and the Plat were recorded May 14, 2014 in Cook County, Illinois as Document 1413445068. As a result, the Village is the holder of an easement for the construction and maintenance of a public sidewalk over a portion of the Subject Property (the "Sidewalk Easement"); and

WHEREAS, the Church has entered into a real estate purchase and sale contract for the sale of fee simple title of the Subject Property to Fairfield Properties, LLC, an Illinois limited liability company, of Hinsdale, Illinois (the "Developer"). The Developer desires to purchase the Subject Property to construct three (3) new residential homes, referred to as the proposed "4300 Howard Avenue Residential Development" (the "Development"); and

WHEREAS, to address certain Church obligations in the Letter of Agreement and to allow the Developer to construct the Development, by a letter dated October 25, 2024 issued by the Church to the Village, the Church and the Developer have requested that the Village agree to take certain actions relative to the Subject Property, including the approval of: (a) the termination of the Letter of Agreement; (b) the approval of a Plat of Abrogation of Easement for Public Sidewalk to terminate the Sidewalk Easement; and (c) the repeal of Ordinance No. 18-2934 (Ordinance Approving A Conditional Use Permit For The Installation And Operation Of An Early Childhood Education Center At The 4300 Howard Avenue Property) (the "2018 CUP Ordinance"); and

WHEREAS, to address certain Church obligations in the Letter of Agreement and to allow the Developer to enter into a redevelopment agreement with the Village to construct the Development, the Church, the Developer and the Village have entered into an Assignment, Assumption And Consent Agreement For The Proposed 4300 Howard Avenue Residential Development In The Village Of Western Springs, Illinois (Lots 1, 8 And 9 In Field Park Subdivision), in a form and content as approved by the Village Attorney, that requires the Developer to assume the following obligations of the Church under the Letter of Agreement: (a) the removal of the existing public sidewalk and construction of a new replacement

public sidewalk within the Village's 43rd Street right-of-way by the Developer, at its cost, as part of the construction of the Development; (b) the removal of the diagonal public parking spaces from the 43rd Street right-of-way by the Developer, at its cost, as part of the construction of the Development; and (c) the restoration of the 43rd Street curb and parkway by the Developer, at its cost, as part of the construction of the Development ("Developer Obligations"). The Assignment, Assumption And Consent Agreement also requires the Developer to approve and enter into a mutually agreeable "Redevelopment Agreement" with the Village for the construction of the Development, in a form and content as approved by the Village Attorney, that contains the above Developer Obligations as well as other development obligations regarding the Development; and

WHEREAS, the 2018 CUP Ordinance allows for the installation and operation of an early childhood education center facility within the First United Methodist Church of Western Springs by the LaGrange Area Department of Special Education, the then-applicant, and any successor in interest; and

WHEREAS, the Church and the Village agree that, even if the Developer does not purchase the Subject Property, the 2018 CUP Ordinance should be repealed and rescinded; and

WHEREAS, at open public meetings held on January 9, 2025 and January 16, 2025, the Village's Planning and Zoning Committee ("Committee") reviewed and discussed the Church's request to repeal the 2018 CUP Ordinance as part of its consideration of the proposed Development and the related Redevelopment Agreement and received input from the Village staff on the matter, and provided an opportunity for public input on the matter. At its January 16, 2025 meeting, the Committee recommended that the Corporate Authorities of the Village approve the Church's repeal of the 2018 CUP Ordinance; and

WHEREAS, at open public meetings held on January 13, 2025 and January 27, 2025, the Corporate Authorities of Village reviewed and discussed the Committee's recommendation on the request to repeal the 2018 CUP Ordinance as part of its consideration of the proposed Development and the related Redevelopment Agreement, and received input from the Village staff on the matter and provided an opportunity for input from the public on the matter. At its January 27, 2025 meeting, the Corporate Authorities of Village accepted the Committee's recommendation regarding approval of the Church's request to repeal the 2018 CUP Ordinance; and

WHEREAS, in accordance with the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), including Sections 11-13-1 and 11-13-1.1 of the Illinois Municipal Code (65 ILCS 5/11-13-1 and 65 ILCS 5/11-13-1.1), and Title 10 (Development Control Ordinance), Chapter 3 (Administrative Bodies and Procedures), Subsection 10-3-14 (Conditional Use) of the Western Springs Municipal Code and the statutory and constitutional authority and the intergovernmental cooperation powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the 1970 Illinois Constitution, the Corporate Authorities of the Village are authorized to pass this Ordinance to rescind and repeal the approval of the 2018 CUP Ordinance No. 18-2934; and

WHEREAS, in order to facilitate the sale of the Subject Property by the Church to the Developer to allow for the construction of the proposed Development, the Corporate Authorities of the Village find that it is protective of the health, welfare and safety of and in the best interests of the Village and its

residents to rescind and repeal the approval of the 2018 CUP Ordinance No. 18-2934, provided that the Church approves of the Termination of the Letter of Agreement and the Plat of Sidewalk Easement Abrogation, subject to mutually agreeable conditions of approval agreed to by the Church and the Village, and the Church's and the Developer's compliance with the provisions of the Assignment, Assumption and Consent Agreement, and the Developer's and the Village's approval and entry into a mutually agreeable Redevelopment Agreement for the construction of the proposed Development, in a form and content as approved by the Village Attorney.

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1. Incorporation. Each of the Whereas paragraphs set forth above are incorporated into Section 1 of this Ordinance as material provisions.

SECTION 2. Rescind and Repeal of Approval of Ordinance No. 18-2934. Pursuant to Chapter 65 of the Illinois Compiled Statutes, Section 5/11-13-1, *et seq.*, the Corporate Authorities of the Village of Western Springs rescind and repeal the approval of Ordinance No. 18-2934, granting a conditional use permit for the operation of an early childhood education center at the 4300 Howard Avenue Property.

SECTION 3. Filing Ordinance With the Cook County Clerk's Office, Recording Division. The Village shall cause a certified copy of this Ordinance to be recorded with the Cook County Clerk's Office, Recording Division ("CCCORD"), at the cost and expense of the Developer. The Village shall provide the Applicant with a CCCORD-filed stamped copy of this Ordinance.

SECTION 4. Repealer; Severability. All Ordinances or parts of Ordinances in conflict herewith are, to the extent of such conflict, hereby repealed, and each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 5. Publication; Effective Date. This Ordinance shall be in full force and effect from and after its passage and due publication in pamphlet form according to law.

PASSED by an affirmative vote of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 27th day of January, 2025, and approved by me as President on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

This Ordinance was published by me in pamphlet form on the 27th day of January, 2025.

Edward Tymick, Village Clerk

Draft

Exhibit "A"

Legal Description of Parcel - 4300 Franklin Avenue, Western Springs, Illinois

LOTS 1, 8 AND 9 IN BLOCK 26 IN FIELD PARK, A SUBDIVISION IN THE WEST 5/8 OF THE WEST 1/2 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE SOUTHEAST 1/4 PF SECTION 32, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINs: 18-05-302-001-0000
18-05-302-002-0000
18-05-302-018-0000

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Edward Tymick, Village Clerk of the Village of Western Springs, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Ordinance now on file in my office, entitled:

ORDINANCE NO. 25-_____

**AN ORDINANCE RESCINDING AND REPEALING THE BOARD OF TRUSTEES'
APPROVAL OF ORDINANCE NO. 18-2934 (AN ORDINANCE APPROVING
A CONDITIONAL USE PERMIT FOR THE INSTALLATION AND OPERATION OF
AN EARLY CHILDHOOD EDUCATION CENTER AT THE 4300 HOWARD AVENUE PROPERTY)
TO FACILITATE THE PROPOSED 4300 HOWARD AVENUE RESIDENTIAL DEVELOPMENT
IN THE VILLAGE OF WESTERN SPRINGS, ILLINOIS
(LOTS 1, 8 AND 9 IN FIELD PARK SUBDIVISION)**

which Ordinance was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Meeting on the 27th day of January, 2025, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 27th day of January, 2025.

I further certify that the vote on the question of the passage of said Ordinance by the Board of Trustees of the Village of Western Springs was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Western Springs, and that the result of said vote was as follows, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

I do further certify that the original Ordinance, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Western Springs, this ___ day of January, 2025.

Edward Tymick, Village Clerk

[SEAL]



AGENDA ITEM SUMMARY

PLANNING AND ZONING COMMITTEE

Planning and Zoning Committee: January 9, 2025

AGENDA ITEM D.5.

To: Planning and Zoning Committee

From: Heather Valone, Director of Community Development , Kelsey Fawell, Senior Planner

CC: Ellen Baer, Village Manager, Casey Biernacki, Deputy Village Manager

RE: Downtown Western Springs Market Assessment Update: Committee review, discussion, and recommendation

Recommendation

The Community Development Department is recommending that the Planning and Zoning Committee recommend advancement of the preliminary findings for review and discussion by the Village Board.

Summary

On March 26, 2007, the Village Board approved Resolution 07-1957 accepted a market assessment of the downtown prepared by Business Districts, Inc. titled “Western Springs: Downtown Market Assessment”. The 2007 assessment identified the market demand for specific types of retail and projects that would be both appropriate and financially feasible for Western Springs’ Downtown. It also provided recommended strategies and actions that realize Downtown’s sales potential and improve retail service to all residents.

As part of the 2024 fiscal year budget, an update to this plan was included in the Community Development Department Budget. On October 14, 2024, the Village Board approved Resolution No. 24-2844 accepting a proposal from Teska Associates, Inc. (“Teska”) to complete an update to the assessment.

The market assessment update includes interviews with valuable stakeholders in the downtown, such as business owners, property owners, residents, and Village Officials, an inventory of the downtown’s existing conditions, analyses on the characteristics of the area and how visitors frequent and utilize the downtown. Interviews with business owners / representatives were conducted in October and November of 2024. A Joint meeting of the Economic Development Commission and the Village Board was held on November 6, 2024. Surveys to businesses and residents were conducted and concluded on December 20, 2024.

The Community Development Department and Teska have combined the valuable insight collected in the interviews, joint meeting, surveys, and other qualitative data and have generated preliminary findings for the assessment update. These preliminary findings will be presented to the committee at the January 9, 2025 meeting.

Financial Impact

None

Recommended Motion

Motion to recommend the preliminary findings to the Village Board for review and discussion at the January 13, 2025, meeting.

Strategic Plan Alignment

Economic Development

File Attachments

None