



AGENDA

PLANNING AND ZONING COMMITTEE

Planning and Zoning Committee: June 10, 2025 at 7:00 PM
Village Hall 740 Hillgrove Avenue, Western Springs, IL 60558

A. Call to Order

B. Approval of Minutes

1. April 24, 2025

C. Public Comment

D. Considerations

1. 5600 Wolf Road - Heritage Crossing: Agreement with V3 Companies, Ltd. for Public Improvements Inspection and Permit Plan Review Services
2. Timber Trails Subdivision Supplemental Letter Agreement for Sale and Development of Eleven Finished Lots, Seller / Developer: Timber Trails Development Company, LLC, 1625 N Burling, LLC or Brian Taylor, Buyer / Developer: McNaughton Development, LLC

E. New Business

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 Committee
Village Board Room
April 24, 2025, 7:45 p.m.

Present: Phil Nawrocki, Trustee (Chairman)
Jim Tyrrell, Trustee
Heather Valone, Assistant Community Development Director

Call to Order: Trustee Nawrocki called the meeting to order at 8:00 pm. Trustee Tyrrell and Chairman Nawrocki were both in attendance. The agenda was read and there were no additions/deletions to the agenda.

Approval of Minutes: Trustee Tyrrell made a motion to approve the meeting minutes for April 9, 2025. Chairman Nawrocki seconded the motion to approve. A voice vote was conducted and the minutes were approved with both Trustees voting aye.

Public Comment: Chairman Nawrocki asked if there were any members of the public in attendance that wanted to speak or provide comments. There were no members of the public in attendance to speak or provide comments at this time in the meeting.

Lyons Township High School (LTHS) District 204 – 4900 Willow Springs Road, Amendment to Conditional Use Permit: Senior Planner Fawell gave a brief summary of the application and the current status. Lyons Township High School submitted an application requesting an amendment to their existing conditional use permit to relocate the existing softball field with accessory structures as well as add an additional scoreboard. The high school has an existing conditional use permit.

No new facilities or changes of use are proposed. The High School is requesting a relocation of an existing field and converting the existing field into green space. Jeff Koza, Village Engineer, performed an initial review and did not see any issues that couldn't be addressed during the permitting process.

The Plan Commission recommended approval of their request with the following conditions: The scoreboard shall be a maximum of 17 ft. high by 25 ft. wide, the scoreboard and A/V system shall only be utilized for high school sanctioned softball games, the scoreboard and A/V system shall comply with Section 5-2 of the Village Code, the scoreboard and sound system shall be turned off no later than 30 minutes after the conclusion of a regularly scheduled school-sanctioned event, no advertising or other messaging on the scoreboard display is allowed, except for when the scoreboard is being utilized for a softball game, if the batting cages near Rugeley Rd and Courtland Circle are to remain, landscaping screening with a minimum mature plant height of eight feet must be provided along the west edge of the south portion of the property, the civil engineering plans, lighting/photometrics, geometry, stormwater management and utilities will be reviewed and approved by the Village Engineer prior to the release of any Village permit, the basin overflow will be relocated to the north edge of the basin which borders 48th Street, in accordance with the Village Engineer's comments, the Applicant must submit revisions or clarify how the proposed design volume control systems interacts with the turf field's underdrain system, per the Village's Engineer's comments, which must be reviewed and approved by the Village Engineer prior to the release of any Village permit.

The request for this amendment is the result of a \$2,000,000 donation and the proposed field is an upgrade to the current field. The relocation of the existing field to another location closer to campus will be in closer proximity to parking and the new field will be further away from the houses that line the school property.

Chairman Nawrocki made a motion to approve the request going to the board. Trustee Tyrrell seconded the motion to approve. A voice vote was conducted and the approval to move forward was approved by both Trustees voting aye.

PC 2025-02 – R&M General Contractors, LLC – 5129 Wolf Road, Vacation of Public Right-of-Way and Plat of Resubdivision for a Five-Lot Single Family Residence Subdivision: Director Valone gave a brief overview of the application and the status in the process.

R & M General Contractors, LLC (the “Applicant”) submitted an application requesting the vacation of the cul-de-sac at the end of the 5100 block of Johnson Avenue, a plat of resubdivision to create five new single-family lots, and re-establish the cul-de-sac and right-of-way (“ROW”) south of the existing cul-de-sac. The Applicant is also seeking that the existing conditional use on the 5129 Wolf Road property be dissolved. The Applicant is the contract purchaser of the property at 5129 Wolf Road also known as the St. James Lutheran Church. The Applicant is not seeking any zoning change or relief.

Director Valone said that the Plan Commission reviewed the application and heard public comments related to the application and that the Applicant the Plan Commission recommended approval of the application with conditions. The Applicant confirmed it had no objections to the conditions recommended by the Plan Commission. The Plan Commission reviewed the application and approved moving this request forward.

Chairman Nawrocki made a motion to advance this request to the May 12th meeting for discussion. Trustee Tyrrell seconded the motion to approve. A voice vote was conducted and the recommendation to move forward was approved and both Trustees voting aye.

General updates and future meeting: The Committee will finalize a date for a future meeting.

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 was adjourned at 8:32 p.m.



AGENDA ITEM SUMMARY PLANNING AND ZONING COMMITTEE

Planning and Zoning Committee: June 10, 2025

AGENDA ITEM D.1.

To: Planning and Zoning Committee

From: Heather Valone, Director of Community Development , Jeff Koza, Director of Engineering Services

CC: Ellen Baer, Village Manager, Casey Biernacki, Deputy Village Manager, Jill Izzo, Village Clerk, Michael Jurusik, Village Attorney, John Mastandona, Director of Finance, Anne Skrodzki, Village Attorney

RE: 5600 Wolf Road - Heritage Crossing: Agreement with V3 Companies, Ltd. for Public Improvements Inspection and Permit Plan Review Services

Recommendation

Consider a recommendation to approve the agreement with V3 Companies, Ltd. for the public improvements inspection and plan review services.

Summary

On February 10, 2025, the Village Board approved Ordinance No. 25-3240 allowing the redevelopment of the property addressed 5600 Wolf Road with 29 townhomes, stormwater management facilities, sidewalks, a private street, and other site development related improvements. The Village Board also approved Resolution No. 25-2879 authorizing the execution of a redevelopment and maintenance agreement between the Village and the developer McNaughton Development, LLC. (the "Developer").

The Village utilized a consultant, Baxter & Woodman Consulting Engineers, to complete the review of the engineering plans as part of the zoning entitlement process. The project has progressed and the demolition permit for the building and parking lots is likely to be released within the next week. The developer has already submitted their site development permit for review. Work under the site development permit will consist of grading the site, installation of sidewalks, installation of the private street, expansion of the detention pond, water main, sanitary and storm sewers, and other site development improvements. Village staff recommends that V3 Companies, Ltd. ("V3") be engaged to perform the construction observations and inspections on behalf of the Village during the site development phase of the development. V3 is currently performing the construction observations and inspections for the Village related to the Timber Trails subdivision, Burlington Avenue resurfacing project, Hampton Avenue project, and Woodland Avenue project.

The agreement would also include plan review for the individual townhome lots as part of the building permit process. Each lot would receive a minimum of three plan reviews for the site

plan, spot / foundation survey, and the as-built survey. The as-build will consist of both plan review and inspection. V3 is completing similar reviews for the Timber Trails Subdivision.

The Village will initially pay V3 for services completed, but all costs incurred by the Village are then billed by the Village to the Developer per redevelopment agreement. If the Planning and Zoning Committee is amenable to the agreement, the Committee can recommend approval of the agreement for review and consideration at the June 16, 2025, meeting. Attachment 1 contains the professional services agreement. The draft resolution for the execution of the agreement will be provided at the June 10, 2025, Committee meeting.

Attachment

- 1. Professional Services Agreement - RE: Herigate Crossing Development - 5600 Wolf Road Public Improvements Inspection and Permit Plan Review Services prepared by V3 Companies, LTD. dated May 27, 2025.

Financial Impact

The costs related to this agreement are passed through to the developer of the Heritage Crossing, McNaughton Development, LLC, as indicated in the redevelopment agreement.

Recommended Motion

I move to recommend to the Village Board the approval of the agreement with V3 Companies, Ltd. for the public improvements inspections and plan review services.

Strategic Plan Alignment

Financial Stability.

File Attachments

- 1. Professional Services Agreement



May 27, 2025

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

**RE: Heritage Crossing Development – 5600 Wolf Road
Public Improvements Inspection and Permit Plan Review Services**

Dear Ms. Valone:

In association with the pending construction of the Heritage Crossing townhome development, V3 Companies, Ltd. is pleased to submit this proposal to the Village of Western Springs for inspection services related to the public improvements to be constructed by the development. The proposal also outlines professional services related to the review of individual lot permit/plan submittals for the development.

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

On February 10, 2025 McNaughton Development, LLC received village board approval to develop the 2.75-acre property at 5600 Wolf Road into a nine building, 29-unit residential townhome development. The development is anticipated to break ground in spring of 2025 with demolition of the existing buildings, and site development related improvements to follow immediately.

The village is seeking assistance to provide daily, as needed inspections of the public improvements, which will include earthwork for stormwater management facilities, subgrade preparations for roadways and parking areas, storm sewer and water main related improvements, structural retaining walls, lighting, paving and erosion control. Oversight of sanitary sewer related construction activities will be performed by the LaGrange Highlands Sanitary District. All construction activities and improvements are to be in accordance with the applicable development codes of Western Springs and applicable standards from the Cook County Highway Department in relation to improvements on Wolf Road.

We anticipate all public improvements will be constructed entirely in 2025, with the exception of the final surface course on the roadway pavement. Construction of at least one townhome building is also anticipated this year. A total of nine townhome buildings will be constructed, requiring review and approval of the permit plats, spot surveys, and as-built final grading surveys, utilizing the village's Munis reporting system.

SCOPE OF SERVICES

The general extent of services V3 will provide is expected to include, but may not be limited to the following:

General Development Inspection

These inspections will involve daily monitoring of construction activities with email updates to village staff being provided. Inspections will be performed in accordance with Section 10 of the Village Code, on an as-needed basis for activities such as erosion control measures, perimeter site fencing, traffic control, parking, roadway pavement components, sidewalks, street lighting, signage and hardscape landscape related improvements. It is our understanding demolition activities will start the week of June 2, 2025. V3 will check on the site one day a week as this process is on-going. We will verify erosion control measures are in place and the off-site stormwater has not been affected.

A full-time site presence will be made for all activities related to underground utilities for storm sewer and water main installations, earthwork operations that involve the stormwater management facilities and embankment placements for the roadway improvements. The construction of the five (5) separate segmental block retaining walls, the storm sewer box culvert facilities, and entrance modifications at Wolf Road will be monitored at all times.

V3 will coordinate scheduling and testing of suitable earth subgrade materials with the village's retained materials testing firm. Water system flushing, pressure testing, and chlorination of the new water mains will be coordinated with village staff. A log of daily activities, including representative photographs and field book information, will be kept as record for those days present onsite.

Inspection of the sanitary sewer main and services will be performed by representatives of the LaGrange Highlands Sanitary District.

Lot Permit/Plan Review and Inspection

V3 will provide three reviews per building permit, based on data provided by the developer, upon notice to proceed from the village. 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 Munis tracking system as directed by the Village.

COMPENSATION

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.

While the actual costs will depend upon the actual need and pace of development, an estimate of those services is provided as follows:

Task	Detail	Estimated Budget
Weekly General Development Inspection (hourly estimate)	4 hours/day; 20 days/month @ 6 months: 480 hours	\$ 79,200
Stormwater Management Facilities Oversight	40 hours/week; 4 weeks: 160 hours	\$26,400
	Vehicles (5 visits/week @ 24 weeks); 120 EA @ \$65	\$7,800
	Estimated budget	\$113,400
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	\$ 750/lot
	Anticipate 9 lots:	\$ 20,250
	Total Engineering Services	\$133,650

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



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



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

Accepted For:
Village of Western Springs

By: _____

Title: _____

Date: _____



AGENDA ITEM SUMMARY PLANNING AND ZONING COMMITTEE

Planning and Zoning Committee: June 10, 2025

AGENDA ITEM D.2.

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, Anne Skrodzki, Village Attorney, Kelsey Fawell, Senior Planner

RE: Timber Trails Subdivision Supplemental Letter Agreement for Sale and Development of Eleven Finished Lots, Seller / Developer: Timber Trails Development Company, LLC, 1625 N Burling, LLC or Brian Taylor, Buyer / Developer: McNaughton Development, LLC

Recommendation

Consider a recommendation to approve the Supplemental Letter Agreement with McNaughton Development, LLC.

Summary

On March 21, 2005, the Village Board entered into an annexation agreement with the developer of the Timber Trails subdivision. Under the terms of the annexation agreement, the developer was permitted to sell undeveloped lots to other home builders contingent that the purchaser was also bound by the terms of the annexation agreement. Under Section 35 of the Timber Trails Subdivision annexation agreement the Developer (i.e. Timber Trails Development Company, LLC 1625 N Burling, LLC and Brian Taylor, who are collectively referred to as "TTDC") may sell any of the platted residential lots within the Timber Trails Subdivision for the purpose of development in accordance with the Annexation Agreement, and upon each sale, the purchaser shall be bound by the obligations and entitled to the benefits of the Agreement.

On April 26, 2021, the Village Board approved Resolution No. 21-2611 approving an agreement for the sale of 20 lots to McNaughton Development, LLC. The Lots that were sold in 2021 are identified as: Unit 1: Lots 56 and 57; and Unit 2: Lots 80, 81, 82, 83, 84, 85, 106, 123 through 133. The agreement also outlined the required special assessment provisions, approved architecture for the lots, and fees. On August 14, 2023, the Village Board of Trustees approved Resolution No. 23-2745 approving a second agreement for the sale of seven additional lots to McNaughton Development, LLC and included the same provisions as the original agreement. The lots are identified as: Unit 1 Lots 54, 59, 79 and Unit 2 Lots 101, 102, 107, and 108. On October 28, 2024, the Village Board of Trustees approved Resolution No. 24-2846 approving a third agreement for the sale of an additional lot (Lot 78) to McNaughton Development, LLC and including the same provisions as the original agreement.

On February 17, 2025, the Village received a request from McNaughton Development for the sale of an additional 11 lots (LOTS 103, 135, 136, 137, 138, 139, 140, 141, 142, 143, and 215)

located in Unit 2 (Attachment 1). On April 21, 2025 the Village received the corresponding letter from TTDC related to the requested sale (Attachment 2). As such, Village staff and the Village Attorney have drafted the attached resolution to approve the conveyance and extend the existing agreement provisions to the lot (Attachment 3).

Attachments

- 1. Letter from Paul McNaughton - RE: 1625 North Burling LLC to McNaughton Development 11 Lots in Timber Trails dated 2/17/2025

- 2. Letter from Brian Taylor - RE:1625 North Burling LLC to McNaughton Development 11 Lots in Timber Trails dated 4/21/2025

- 3. Draft Resolution - A Resolution Authorizing The Approval And Execution Of A Supplemental Letter Agreement With Exhibit "A" (Supplemental Lot List And Special Assessment No. 05-01 Release Of Lien Amounts), Exhibit "B" (McNaughton Architectural Design Plans For Timber Trails Residential Home Products) And Exhibit "C" (Timber Trails Plan Review Permit Fees And Closing Fees) Regarding The Sale And Development Of Eleven Lots Within Unit 2 Of The Timber Trails Subdivision (Lots: 103, 135, 136, 137, 138, 139, 140, 141, 142, 143, and 215); (Seller: 1625 North Burling, LLC And Buyer/Developer: McNaughton Development, LLC).

Financial Impact

None.

Recommended Motion

I move to recommend to the Village Board the approval of the Supplemental Letter Agreement with McNaughton Development LLC.

Strategic Plan Alignment

Economic Development.

File Attachments

- 1. Letter from Paul McNaughton
- 2. Letter from Brian Taylor
- 3. Draft Resolution



February 17, 2025

Ms. Heather Valone
Director of Community Development
Village of Western Springs
740 Hillgrove, Western Springs, IL 60558

RE: 1625 North Burling LLC to McNaughton Development
11 Lots in Timber Trails

Dear Ms. Valone:

In accordance with Section 35 of the Timber Trails Annexation Agreement, McNaughton (Purchaser) is hereby providing notice to the Village that it has contracted with 1625 North Burling LLC (Seller) for the purchase and sale of 11 lots in Timber Trails, described below:

- Lot 103, 18-18-410-035, 1113 Pin Oak Dr.
- Lot 135, 18-18-414-001, 1119 Hawthorne Ln.
- Lot 136, 18-18-414-002, 1117 Hawthorne Ln.
- Lot 137, 18-18-414-003, 1115 Hawthorne Ln.
- Lot 138, 18-18-414-004, 1113 Hawthorne Ln.
- Lot 139, 18-18-414-005, 1111 Hawthorne Ln.
- Lot 140, 18-18-414-006, 1109 Hawthorne Ln.
- Lot 141, 18-18-414-007, 6100 Burr Oak Dr.
- Lot 142, 18-18-414-008, 6102 Burr Oak Dr.
- Lot 143, 18-18-414-009, 6104 Burr Oak Dr.
- Lot 215, 18-18-416-013, 6107 Burr Oak Dr.

The contractual closing date is June 30, 2025.

If you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Paul McNaughton", is written over a light blue horizontal line.

Paul McNaughton

April 21, 2025

Attachment 2

Ms. Heather Valone
Director of Community Development
Village of Western Springs
740 Hillgrove, Western Springs, IL 60558

RE: 1625 North Burling LLC to McNaughton Development
11 Lots in Timber Trails

Dear Ms. Valone:

In accordance with Section 35 of the Timber Trails Annexation Agreement, 1625 North Burling LLC (Seller) is hereby providing notice to the Village that it has contracted with McNaughton Development, LLC (Seller) for the purchase and sale of 11 lots in Timber Trails, described below:

Lot 103, 18-18-410-035, 1113 Pin Oak Dr.
Lot 135, 18-18-414-001, 1119 Hawthorne Ln.
Lot 136, 18-18-414-002, 1117 Hawthorne Ln.
Lot 137, 18-18-414-003, 1115 Hawthorne Ln.
Lot 138, 18-18-414-004, 1113 Hawthorne Ln.
Lot 139, 18-18-414-005, 1111 Hawthorne Ln.
Lot 140, 18-18-414-006, 1109 Hawthorne Ln.
Lot 141, 18-18-414-007, 6100 Burr Oak Dr.
Lot 142, 18-18-414-008, 6102 Burr Oak Dr.
Lot 143, 18-18-414-009, 6104 Burr Oak Dr.
Lot 215, 18-18-416-013, 6107 Burr Oak Dr.

The contractual closing date is June 30, 2025.

If you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,

Brian Taylor

Brian Taylor

Attachment 3

RESOLUTION NO. 25-____
VOTE
AYES:
NAYS:
ABSENT:
ABSTAIN:
DATE: June 16, 2025.
OTHER: None.

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A SUPPLEMENTAL LETTER AGREEMENT WITH EXHIBIT "A" (SUPPLEMENTAL LOT LIST AND SPECIAL ASSESSMENT NO. 05-01 RELEASE OF LIEN AMOUNTS), EXHIBIT "B" (MCNAUGHTON ARCHITECTURAL DESIGN PLANS FOR TIMBER TRAILS RESIDENTIAL HOME PRODUCTS) AND EXHIBIT "C" (TIMBER TRAILS PLAN REVIEW PERMIT FEES AND CLOSING FEES) REGARDING THE SALE AND DEVELOPMENT OF ELEVEN LOTS WITHIN UNIT 2 OF THE TIMBER TRAILS SUBDIVISION (LOTS: 103, 135, 136, 137, 138, 139, 140, 141, 142, 143 and 215); (Seller: 1625 North Burling, LLC and Buyer/Developer: McNaughton Development, LLC).

WHEREAS, on March 21, 2005, the President and Board of Trustees of the Village of Western Springs (the "Village Board" or the "Village") and Western Springs One, L.L.C., an Illinois Limited Liability Company (the "Original Owner / Developer") entered into an "Annexation Agreement" relative to the Village's annexation of the Timber Trails Country Club Property (the "Property") and its development with 338 single-family residential dwelling units consisting of a mixed-use development of single-family lots and townhouses with amenities including open space, tree conservation areas, a 5.0 acre park site, tennis courts, tot lots, a pedestrian circulation system, and storm water detention facilities in accordance with development plans approved by the Village (the "Timber Trails Subdivision" or the "Development"). The Annexation Agreement was approved by Resolution Number 05-1858. The annexation of the Property was approved by passed Ordinance Number 05-2335; and

WHEREAS, on July 11, 2005, under Ordinance No. 05-2352, the Village Board granted final approval of the Timber Trails Subdivision and approved a Conditional Use for a Planned Development for the Development. As part of the approval of the Annexation Agreement and the Conditional Use for a Planned Development, the Village Board also approved the Preliminary Architecture Plans for the Development; and

WHEREAS, Section 35 (Continuity of Obligations) of the Annexation Agreement provides, in relevant part, as follows (underlined text for emphasis):

35. Continuity of Obligations. *** The Developer may sell or convey all or any part of the Subject Property for the purposes of development in accordance with this Agreement, and upon each such sale or conveyance, the purchaser shall be bound by the obligations and entitled to the benefits of this Agreement with respect to the part of the Subject Property purchased or conveyed. After written notice of the sale or conveyance to the Village, the Village shall release the Developer from its obligations and these covenants but only as to the property sold or conveyed and only if (1) the Developer is not in default regarding any provision or obligation contained in this Agreement and (2) the purchaser(s) have assumed in writing the obligations and

covenants set forth in this Agreement. ***

In the event of any sale or conveyance by the Developer of the Subject Property or any portion thereof, the Developer shall notify the Village in writing at least thirty (30) days or more prior to the anticipated closing date and shall also notify the Village in writing within ten (10) business days after the closing of such sale or conveyance, of any and all successors in title to all or any portion of the Subject Property. *** Upon the sale and transfer of any portion of the Subject Property, the Developer shall be released from the obligation secured by its Security instrument for public improvements provided that the Village approves and accepts alternative security from the successor in interest to Developer.

Nothing contained in this Agreement shall be construed to restrict or limit the right of the Developer to sell or convey all or any portion of the Subject Property, whether improved or unimproved, except as otherwise specifically set forth herein.

; and

WHEREAS, with the passage of Resolution No. 21-2611 on April 26, 2021 the Village Board approved the sale and conveyance of the following twenty (20) lots within Unit 1 and Unit 2 of the Development to McNaughton Development, LLC, an Illinois limited liability company (“McNaughton”), for the purpose of McNaughton constructing twenty (20) residential homes: Unit 1: Lots 56, and 57; and Unit 2: Lots 80, 81, 82, 83, 84, 85, 106, 123 through 133 (“McNaughton Project - Phase 1”). With the passage of Resolution No. 23-2745 on August 14, 2023, the Village Board approved the sale of the following seven (7) additional lots by the Developer to McNaughton for the construction of seven (7) residential homes: Unit 1 Lots 54, 59 and 79; and Unit 2 Lots 101, 102, 107, and 108 (“McNaughton Project - Phase 2”). With the passage of Resolution No. 24-2846 on October 28, 2024, the Village Board approved the sale of an additional lot by the Developer to McNaughton for the construction a residential house: Lot 78 within Unit 1 (“McNaughton Project - Phase 3”); and

WHEREAS, pursuant to Section 35 (Continuity of Obligations) of the Annexation Agreement, the Timber Trails Development Company, LLC 1625 N Burling, LLC and Brian Taylor (collectively “TTDC”) are the real estate owners of the remaining undeveloped lots in the Timber Trails Subdivision, and TTDC has submitted **written notice dated February 17, 2025** to the Village of its intent to sell an additional eleven (11) lots within Unit 2 of the Development to McNaughton, for the purpose of McNaughton constructing residential houses on the lots (the “Supplemental Letter Agreement”). The Lots to be sold are identified as: Unit 2: Lots 103, 135, 136, 137, 138, 139, 140, 141, 142, 143, and 215 (“McNaughton Project - Phase 4”). The Supplemental Letter Agreement contains the following Exhibits: Exhibit “A” (Supplemental Lot List And Special Assessment No. 05-01 Release Of Lien Amounts), Exhibit “B” (McNaughton Architectural Design Plans For Timber Trails Residential Home Products); and Exhibit “C” (Timber Trails Plan Review Permit Fees And Closing Fees). A copy of the Supplemental Letter Agreement and its Exhibits are attached hereto as **Exhibit “1”** and made a part hereof. Brian Taylor is the owner / member of Timber Trails Development Company, LLC and 1625 N Burling, LLC; and

WHEREAS, under the Supplemental Letter Agreement, after acquiring title and ownership to the lots, McNaughton agrees to comply with the terms of the Annexation Agreement and the additional conditions set forth in the Supplemental Letter Agreement regarding its construction of residential houses on the lots (“McNaughton Lots”) as part of McNaughton Project - Phase 4; and

WHEREAS, at the closing on the sale and conveyance of each of the McNaughton Lots, TTDC will arrange for the payoff and release of each Special Assessment No. 05-01 Lien as provided for in the Supplemental Letter Agreement and its **Exhibit "A"** (Lot List And Special Assessment No. 05-01 Release Of Lien Amounts); and

WHEREAS, pursuant to Section 31 (Building Architecture) of the Annexation Agreement, TTDC and McNaughton have submitted for Village approval a set of updated architectural design plans for the residential home products that McNaughton intends to construct on the McNaughton Lots, which are referenced as **Exhibit "B"** (McNaughton Architectural Design Plans For Timber Trails Residential Home Products) to the Supplemental Letter Agreement; and

WHEREAS, in order to receive Village building permits for the McNaughton Lots, McNaughton is required to participate in the building plan review process and pay all related development and plan review fees as provided for in the Supplemental Letter Agreement and its **Exhibit "C"** (Timber Trails Plan Review Permit Fees And Closing Fees); and

WHEREAS, the Village Board makes the following findings relative to the proposed sale of the lot by TTDC to McNaughton:

- A. TTDC is in compliance with the terms of the Annexation Agreement and the Village-approved Conditional Use for a Planned Development for the Development, except for the posting of adequate security as required by Section 11 of the Annexation Agreement and Section 10-10-19(B)(2) of the Western Springs Village Code.
- B. Per Section 31 (Building Architecture) of the Annexation Agreement, the McNaughton Architectural Design Plans For Timber Trails Residential Home Products (**Exhibit "B"**) are in substantial conformance with the Village-approved Final Architecture Plan or are consistent with the style of elevation in the Village-approved Preliminary Architecture Plan for Development or are proposed "alternative building elevations" that are approved by the Village Board.
- C. The McNaughton Architectural Design Plans For Timber Trails Residential Home Products (**Exhibit "B"**) comply with the requirements of Section 32 (Exterior Building Materials) of the Annexation Agreement ("The single-family detached units and townhome buildings shall be constructed primarily of brick, stone and cedar (or a cedar substitute product like Hardies cedarboard product). Aluminum and vinyl siding shall not be permitted. Dry-vit may be used as an architectural feature combined with the above approved exterior building materials products.").
- D. The requirements of Section 35 (Continuity of Obligations) of the Annexation Agreement have been met by TTDC and McNaughton based on the terms set forth in the Supplemental Letter Agreement and its Exhibits, except for the requirement of posting of additional Security by TTDC, which will be contested in Cook County Circuit Court if TTDC and the Village do not reach an accord on the matter. Upon the sale and transfer of the McNaughton Lots, TTDC is not released from the obligation to post additional Security with the Village and the obligations secured by its current Security instrument posted with the Village to ensure completion of the Public Improvements until TTDC completes the unfinished Public Improvements.

; and

WHEREAS, at an open public meeting held on May 7, 2025, the Village's Planning and Zoning

Committee (“Committee”) reviewed and discussed the Supplemental Letter Agreement and its Exhibits and received input from the Village staff and provided an opportunity for public input on the matter, and the Committee voted to recommend that the Village Board approve the Supplemental Letter Agreement and its Exhibits; and

WHEREAS, at an open public meeting held on May 19, 2025, the Village Board of the Village reviewed and discussed the Supplemental Letter Agreement and its Exhibits, and the Committee’s recommendation, and received input from the Village staff and provided an opportunity for public input on the matter. At its June 16, 2025 Village Board Meeting, the Village Board accepted the Committee’s recommendation to approve and enter into the Supplemental Letter Agreement and its Exhibits; and

WHEREAS, in accordance with the authority set forth in Section 35 of the Annexation Agreement and the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), the contracting powers set forth at Article VII (Local Government), Section 6 (Local Government) and Section 7 (Counties And Municipalities Other Than Home Rule Units) of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/), the Village President and Board of Trustees of the Village of Western Springs approve the attached Supplemental Letter Agreement and its Exhibits.

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: 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 Agreement and Other Related Documents. The Village President and Board of Trustees of the Village of Western Springs approve and authorize the execution of the attached “Supplemental Letter Agreement” dated February 17, 2025 and its **Exhibit “A”** (Lot List And Special Assessment No. 05-01 Release Of Lien Amounts), **Exhibit “B”** (McNaughton Architectural Design Plans For Timber Trails Residential Home Products) and **Exhibit “C”** (Timber Trails Plan Review Permit Fees And Closing Fees) for the purposes set forth above in this Resolution. The Village Board authorizes and directs the Village President and Village Clerk, or their designees, to execute and submit the final version of the Supplemental Letter Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and such other documents as are necessary to fulfill the Village’s obligations under the Supplemental Letter Agreement.

SECTION 3: Delivery of Certified Copy of Resolution, Executed Agreement and Other Signed Documents. After approval of this Resolution, certified copies of this Resolution and fully executed copies of the attached Supplemental Letter Agreement and its Exhibits shall be delivered to 1625 North Burling, LLC and McNaughton Development, LLC by the Village Clerk’s Office, or their designee, for purposes of record retention and compliance with the terms of the Supplemental Letter Agreement.

SECTION 4: Effective Date. 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 16th day of June, 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 "1"

**Supplemental Letter Agreement dated February 17, 2025 With
Exhibit "A" (Lot List And Special Assessment No. 05-01 Release Of Lien Amounts),
Exhibit "B" (McNaughton Architectural Design Plans For Timber Trails Residential Home Products)
And Exhibit "C" (Timber Trails Plan Review Permit Fees And Closing Fees)**

**(Seller: 1625 North Burling, LLC and
Buyer/Developer: McNaughton Development, LLC)**

(attached)

June ___, 2025

Village of Western Springs
740 Hillgrove Avenue
Western Springs, Illinois 60558
Attn: Village President and Board of Trustees

Re: Timber Trails Subdivision

Supplemental Letter Agreement for Sale and Development of a Finished Lots: 103, 135, 136, 137, 138, 139, 140, 141, 142, 143, and 215

Seller / Developer: Timber Trails Development Company, LLC, 1625 N Burling, LLC or Brian Taylor

Buyer / Developer: McNaughton Development, LLC

Dear President and Board of Trustees:

The purpose of this letter (“Supplemental Letter Agreement”) is to set forth and memorialize the agreements among the Village of Western Springs, Illinois (the “Village”), Timber Trails Development Company, LLC, 1625 N Burling, LLC and Brian Taylor (collectively “TTDC”) are the real estate owners of the remaining undeveloped lots in Timber Trails Subdivision, and TTDC is the developer and builder of the Timber Trails Subdivision, and McNaughton Development, LLC, an Illinois limited liability company (“McNaughton”), with respect to the sale and development of Lots 103, 135, 136, 137, 138, 139, 140, 141, 142, 143, and 215 (“McNaughton Lots” or “McNaughton Project – Phase 4”) by TTDC to McNaughton listed on Exhibit “A” (Lot List And Special Assessment No. 05-01 Release Of Lien Amounts) attached hereto. Brian Taylor is the owner / member of Timber Trails Development Company, LLC and 1625 N Burling, LLC.

TTDC and McNaughton have advised the Village that they have entered into a contract (the “TTDC/McNaughton Contract”) for the sale of the McNaughton Lots from TTDC to McNaughton, which TTDC/McNaughton Contract and the obligation of McNaughton to close its purchase of the McNaughton Lots thereunder are contingent upon receipt of architectural and other approvals from the Village. Upon acquisition, McNaughton intends on constructing one (1) residential home on the McNaughton Lots in accordance with the provisions of the Timber Trails Annexation Agreement and attached Exhibit “B”, which consists of the McNaughton Architectural Design Plans For Timber Trails Residential Home Products. TTDC and McNaughton have worked with Village staff and the Village Attorney with respect to such approvals. Since the proposed sale involves lots that have been improved with the required On-Site and Off-Site Public Improvements (as defined in the Annexation Agreement) and all necessary utilities, TTDC’s existing development security, which is currently inadequate under the Annexation Agreement and Western Springs Village Code, held by the Village will not be adjusted for these particular Lots. TTDC will remain responsible for its existing obligations under the Village-approved Timber Trails Conditional Use for a Planned Development Ordinance and the Timber Trails Annexation Agreement. The Parties have further agreed: (i) that an amendment to the Timber Trails Annexation Agreement is not required or necessary to approve the sale of and development of the McNaughton Lots; and (ii) to set forth the mutual agreements of the Village, TTDC and McNaughton regarding the sale and development of the McNaughton Lots in a “Supplemental Letter Agreement” to be executed by the Village, TTDC and McNaughton. This Supplemental Letter Agreement is contemplated by and authorized by Section 35 (Continuity of Obligations) of the Annexation Agreement, except for the requirement of posting of additional Security by TTDC, which will be contested in Cook County Circuit Court if TTDC and the Village do not reach an accord on the matter. Upon the sale and

transfer of the McNaughton Lots, TTDC is not released from the obligation to post additional Security with the Village or the obligations secured by its current Security instrument that is posted with the Village to ensure completion of the Public Improvements until TTDC completes the unfinished Public Improvements.

At the Village Board meeting on June 16, 2025, the Village Board approved by Resolution (the “TTDC/McNaughton Resolution”), among other things: (i) approved the conveyance of and construction by McNaughton of eleven (11) residential houses on the McNaughton Lots using one or more of the fourteen (14) architectural designs plans/elevations listed in Exhibit “B” attached hereto (the “McNaughton Architectural Design Plans For Timber Trails Residential Home Products”), subject to submittal of final architectural design plans/elevations, final building and engineering plans, payment of required permit and plan review fees, and compliance with all other provisions of the Annexation Agreement and the Village-approved Timber Trails Conditional Use for a Planned Development; and (ii) approved this Supplemental Letter Agreement and its Exhibits, and authorized its execution and delivery by the appropriate officers of the Village. The Parties also agree that the following provisions apply to the development of the McNaughton Lots:

1. Architectural Plans; Anti-Monotony. McNaughton will initially market, sale and construct single-story ranch homes and first floor master bedroom two-story homes on the McNaughton Lots. McNaughton submitted the fourteen (14) plans/elevations that comprise the McNaughton Architectural Design Plans For Timber Trails Residential Home Products to TTDC and the Village for approval. TTDC, as Declarant under the Timber Trails Community Declaration, has approved the McNaughton Architectural Design Plans For Timber Trails Residential Home Products for construction in Timber Trails. Pursuant to the provisions of the TTDC/McNaughton Resolution, the Village does also approve McNaughton’s sale and construction of the McNaughton Architectural Design Plans For Timber Trails Residential Home Products on the McNaughton Lots that it will acquire in Timber Trails. McNaughton agrees to comply with each provision of the Annexation Agreement that applies to the McNaughton Lots, except as stated herein, and, in particular, McNaughton acknowledges its obligation to comply with the provisions of Section 31 (Building Architecture), Section 32 (Exterior Building Materials), Section 33 (Anti-Monotony and Non-Barracks Design; Building Pad Placement) and Section 36 (Defense and Indemnification of Village/Insurance) of the Annexation Agreement relative only to its development activities.

2. Subdivision Security: The “Security” (as defined in the Annexation Agreement) posted by TTDC with the Village under Section 11 (On-Site and Off-Site Public Improvements – Security and Acceptance) of the Annexation Agreement shall be available at all times to secure the completion of any On-Site and Off-Site Public Improvements, any other covered improvements and site development work, including but not limited to any repairs to On-Site and Off-Site Public Improvements (as defined in the Annexation Agreement) damaged by McNaughton’s work and any site restoration work that relates to the development of the McNaughton Lots. As part of the issuance of a building permit or site development permit, and in lieu of posting a cash site management bond per Section 9-13-11 (Site Management Bond) of the Western Springs Village Code, McNaughton agrees to provide the Village with one (1) performance bond and payment bond in the amount of \$100,000.00 USD to secure compliance by McNaughton with the Village’s development ordinances and building and mechanical codes and regulations relative to the home construction on the McNaughton Lots and to secure the completion of any repairs to the On-Site and Off-Site Public Improvements damaged by McNaughton’s work and any site restoration work that relates to the development of the McNaughton Lots. The Village will inspect the work at the McNaughton Lots on a periodic basis and issue a punch list for any corrective work that needs to be completed by McNaughton. The performance bond and payment bond shall be released and returned to McNaughton by the Village after the

completion of the punch list items as part of the issuance of the final occupancy permit for the last McNaughton Lots to be developed.

3. Public Improvements. Each of the McNaughton Lots are being sold as “finished Lot”. Accordingly, McNaughton shall have no obligation to complete any On-Site and Off-Site Public Improvements, as defined in the Annexation Agreement. However, McNaughton and TTDC shall each be and remain responsible to repair any damage to the On-Site and Off-Site Public Improvements within Timber Trails caused by such builder and/or its contractors as noted in Section 2 (Subdivision Security) above.

4. On-Lot Site Work and Drainage. McNaughton shall be responsible for all remaining On-Lot site development work on the McNaughton Lots, including, but not limited to, all grading, the spreading or removal of any topsoil, curb cuts, the installation of street trees and landscaping, the extension of water lines from the b-boxes located in each parkway to the building pad, and the extension of sanitary sewer and any other utility lines from the perimeter of the McNaughton Lots to the building pad. For the McNaughton Lots, McNaughton shall also be responsible for individual stormwater pollution prevention plans and the installation of: (i) street trees and not less than the Village required minimum landscaping package; and (ii) paver driveways and paver service walks. These improvements shall be made in accordance with the Village-approved Final Landscape Plans for the Timber Trails Subdivision.

5. Village Fees. McNaughton shall be responsible for all fees, charges and out-of-pocket costs of and/or incurred by the Village in connection with the review, document preparation and approval of this Supplemental Letter Agreement, the McNaughton Architectural Design Plans For Timber Trails Residential Home Products, the sale of the McNaughton Lots by TTDC to McNaughton and the TTDC/McNaughton Resolution, including, without limitation, the fees and expenses of the Village Engineering and the Village Attorney. McNaughton shall be responsible for securing all permits and paying the cost of any applicable impact and/or permit fees required in connection with the On-Lot site work described above and the construction of single family residence on the McNaughton Lots, including customary architectural plan review, building permit, connection permit, inspection, occupancy permit, transportation, land/cash, school impact, park impact, and other fees, donations and costs payable in connection with and at the time a building permit and/or occupancy permit is issued. McNaughton acknowledges and agrees to the Village’s existing plan review permit fees and closing fees for the Timber Trails Subdivision and the Western Springs Special Assessment No. 05-1, a copy of which is attached to and made a part of this Supplemental Letter Agreement as Exhibit C (Timber Trails Plan Review Permit Fees And Closing Fees).

6. Village of Western Springs – Special Assessment No. 05-01. At the time of initial closing(s) (TTDC to McNaughton), McNaughton and TTDC shall pay to Amalgamated Bank of Chicago (or such other authorized payee) the applicable dollar amount to secure the release of the Special Assessment No. 05-01 Lien filed against title to the McNaughton Lots acquired by McNaughton. The Village shall prepare a Release of Special Assessment No. 05-01 Lien and a “Special Assessment No. 05-01 Lien Payoff Letter” issued by the Village Finance Director for the closing. The applicable release price for the McNaughton Lots is set forth on the “Supplemental Lot List And Special Assessment No. 05-01 Release Of Lien Amounts” attached hereto as Exhibit “A.” The closing on the McNaughton Lots is scheduled to take place on June 30, 2025.

7. Stormwater Facility Maintenance Agreement. At the time of the end-closing (McNaughton to Homebuyer), McNaughton will cause each of its homebuyers of the McNaughton Lots to execute and deliver the customary Village Stormwater Facility Maintenance Agreement, on the Village prepared form, to

the Village for filing with the Cook County Clerk's Office, Recording Department ("CCCORD") after the end-closing is completed. Not later than ten (10) calendar days prior to such end-closing, McNaughton will notify the Village Attorney of the McNaughton Lots end-closing and provide the following information:

- A. Property Address
- B. PIN(s)
- C. Buyer(s) name(s) / Beneficial Owners (if in a land trust)
- D. Lot # / Townhome Unit # and legal description
- E. Special Assessment Lien Amount for the Lot # / Townhome Unit #.

If requested by the Village Attorney, McNaughton shall also promptly provide such other information as may be required by such attorney to prepare the Village Stormwater Facility Maintenance Agreement. Since the Special Assessment No. 05-01 Liens will have been fully paid and released at the applicable McNaughton Lots initial closing between TTDC and McNaughton, no additional release should be necessary for the end-closing. The Village will, however, provide McNaughton with the customary form of \$0.00 balance Special Assessment No. 05-01 Lien Payoff Letter for the end-closing. McNaughton shall be responsible for the Village Attorney fees and CCCORD filing charges for the Village Stormwater Facility Maintenance Agreement.

8. Violation Notices – Notice Addresses. In the event that the Village elects to issue a notice, stop work order and/or other written communication to McNaughton ("McNaughton Violation Notice") regarding a breach by McNaughton of this Supplemental Letter Agreement or violation of any law, rule, code or regulation of the Village which relates to the McNaughton Lots or arises from the activities of McNaughton and/or any of its agents, employees, contractors and/or subcontractors in Timber Trails, the Village shall simultaneously provide TTDC with a copy of such McNaughton Violation Notice. Any McNaughton Violation Notice, other notice or other communication to be given or served upon any in connection with this Supplemental Letter Agreement must be in writing and delivered to the Party: (i) in person; (ii) by electronic transmission (with a copy following in the United States mail or by other means of delivery permitted herein); (iii) by overnight delivery service (including FedEx); or (iv) by certified mail, return receipt requested. If such notice is given in person or via electronic transmission, such notice will be deemed to have been given when received. If such notice is sent by overnight delivery service, such notice is deemed received at the time of first attempted delivery of such notice. If such notice is sent by certified mail, such notice will be deemed received three (3) days after a certified letter containing such notice, properly addressed with postage prepaid, is deposited in the United States mail. Any notice, however delivered, that is confirmed or acknowledged (excluding any automatically generated electronic acknowledgement) by a party below to have been received by such party is effective notice. Notices or other communication will be sent to the Parties at the following addresses:

If to TTDC: Timber Trails Development Company, LLC
6114 Burr Oak Drive
Western Springs, Illinois 60558
Attn: Brian Taylor
Email: briantaylor083@gmail.com

If to McNaughton: McNaughton Development, Inc.
11S220 Jackson Street
Burr Ridge, Illinois 60527

Attn: Paul McNaughton
Email: pmcnaughton83@yahoo.com

If to the Village:

Village of Western Springs
740 Hillgrove Avenue
Western Springs, Illinois 60558
Attn: Village Clerk
Email: jill.izzo@wsprings.com

9. Conflict. Strictly as between TTDC and McNaughton, in the event of any conflict between the provisions of this Supplemental Letter Agreement and the provisions of the TTDC/McNaughton Contract, the provisions of the TTDC/McNaughton Contract shall govern and control. This conflict provision shall not govern or affect the obligations of TTDC or McNaughton in regard to the Village as set forth in this Supplemental Letter Agreement, which shall continue in full force and effect and shall be binding on the Parties as set forth herein, notwithstanding any conflict with the provisions of the TTDC/McNaughton Contract. Any conflict between the TTDC/McNaughton Contract and this Supplemental Letter Agreement or the TTDC/McNaughton Contract and the Annexation Agreement that involve the Village shall be resolved by the following order of priority among the documents: First Priority: the Supplemental Letter Agreement; Second Priority: the Annexation Agreement; and Third Priority: the TTDC/McNaughton Contract.

10. Miscellaneous. This Supplemental Letter Agreement may be executed and delivered in one or more counterparts, each of which shall be deemed an original and taken together, shall constitute one and the same agreement. Executed signature pages hereof may be delivered by the Parties by electronic means as a .PDF with the same force and effect as if original signature pages had been delivered to each of the Parties hereto. This Supplemental Letter Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. This Supplemental Letter Agreement cannot be changed, modified or amended unless such change, modification or amendment is in writing and executed by the Parties hereto.

SIGNATURE PAGE TO FOLLOW

SIGNATURE PAGE

This Supplemental Letter Agreement has been acknowledged and agreed to by McNaughton. If this Supplemental Letter Agreement accurately sets forth the agreements among and between the Parties regarding the McNaughton Lots, please so indicate by executing this letter in the signature block below.

Very truly yours,

TIMBER TRAILS DEVELOPMENT COMPANY, LLC:
By: Western Springs Development, LP,
its Manager

1625 N BURLING, LLC
By: Its Manager

By: _____
Brian Taylor, its General Partner

By: _____
Brian Taylor, its Member

Enclosures

- cc: Ellen Baer, Village Manager (via email)
- Casey Biernacki, Deputy Manager (via email)
- John Mastandona, Director of Finance/Treasurer (via email)
- Tony Budzikowski, Director of Community Development (via email)
- Heather Valone, Assistant Director of Community Development (via email)
- Jeff Koza, Village Engineer (via email)
- Michael T. Jurusik, Village Attorney (via email)

ACKNOWLEDGED AND AGREED
this ___ day of June, 2025:

ACKNOWLEDGED AND AGREED
this ___ day of June, 2025:

VILLAGE OF WESTERN SPRINGS,
an Illinois municipal corporation

MCNAUGHTON DEVELOPMENT, LLC,
an Illinois limited liability company

By: _____
Name: Heidi Rudolph
Its: Village President

By: _____
Name: Paul McNaughton
Title: Member

Attest: _____
Name: Edward Tymick
Its: Village Clerk

EXHIBIT "A"

SUPPLEMENTAL LOT LIST AND SPECIAL ASSESSMENT NO. 05-01 RELEASE OF LIEN AMOUNTS

103	18-18-410-035	1113 Pin Oak Dr.
135	18-18-415-001	1119 Hawthorne Ln.
136	18-18-415-002	1117 Hawthorne Ln.
137	18-18-415-003	1115 Hawthorne Ln.
138	18-18-415-004	1113 Hawthorne Ln.
139	18-18-415-005	1111 Hawthorne Ln.
140	18-18-415-006	1109 Hawthorne Ln.
141	18-18-415-007	6100 Burr Oak Dr.
142	18-18-415-008	6102 Burr Oak Dr.
143	18-18-415-009	6104 Burr Oak Dr.
215	18-18-416-013	6107 Burr Oak Dr.

(attached)

EXHIBIT "A"
SUPPLEMENTAL LOT LIST AND SA 05-01 RELEASE AMOUNTS

FIFTH CLOSING

LOTS 103, 135 THROUGH 143, AND 215 IN TIMBER TRAILS SUBDIVISION UNIT 2, BEING A RESUBDIVISION OF OUTLOT N IN TIMBER TRAILS SUBDIVISION UNIT 1, A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALONG WITH PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID TIMBER TRAILS SUBDIVISION UNIT 2, RECORDED FEBRUARY 22, 2007 AS DOCUMENT 0705315075, ALL IN COOK COUNTY, ILLINOIS.

<u>Lot No.</u>	<u>PIN</u>	<u>Address</u>	<u>SA 05-01 Release Amount</u>
103	18-18-410-035	1113 Pin Oak Dr.	\$257,876.24
135	18-18-415-001	1119 Hawthorne Ln.	\$257,876.24
136	18-18-415-002	1117 Hawthorne Ln.	\$257,876.24
137	18-18-415-003	1115 Hawthorne Ln.	\$257,876.24
138	18-18-415-004	1113 Hawthorne Ln.	\$257,876.24
139	18-18-415-005	1111 Hawthorne Ln.	\$257,876.24
140	18-18-415-006	1109 Hawthorne Ln.	\$257,876.24
141	18-18-415-007	6100 Burr Oak Dr.	\$257,876.24
142	18-18-415-008	6102 Burr Oak Dr.	\$257,876.24
143	18-18-415-009	6104 Burr Oak Dr.	\$257,876.24
215	18-18-416-013	6107 Burr Oak Dr.	\$257,876.24

EXHIBIT "B"

MCNAUGHTON ARCHITECTURAL DESIGN PLANS FOR
TIMBER TRAILS RESIDENTIAL HOME PRODUCTS

(attached)

Draft



Conceptual Plans For

TIMBERS RAILS

of WESTERN SPRINGS



CONCEPTUAL CHARACTER ELEVATION



431 North Center Avenue
La Grange Park, Illinois 60136
708.352.3446 (phone)
708.352.3447 (fax)

**McNAUGHTON
DEVELOPMENT**
11220 WILSON STREET
EAST PROVO, IL 60027
FAX: 815.325.3407

**TIMBER TRAILS,
WESTERN SPRINGS**



CONCEPTUAL CHARACTER ELEVATION

FERRON
ARCHITECTS LLC
431 North Center Avenue
La Grange Park, Illinois 60138
708.327.0446 (phone)
708.327.0446 (fax)

**McNAUGHTON
DEVELOPMENT**
11520 WILSON STREET
EUPORA, MISSISSIPPI 39077
FAX: 601.325.3407

**TIMBER TRAILS,
WESTERN SPRINGS**



CONCEPTUAL CHARACTER ELEVATION

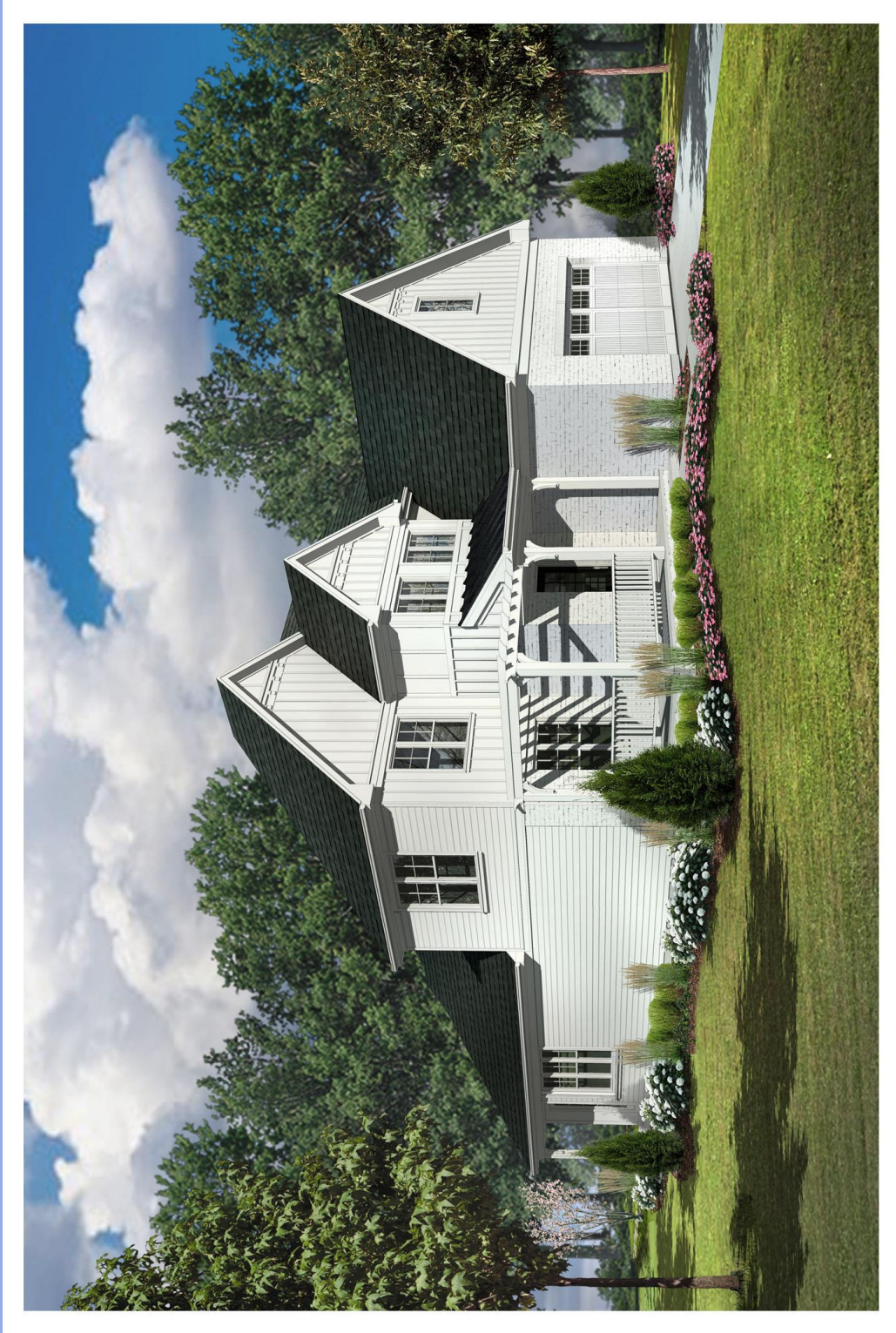


431 North Center Avenue
La Grange Park, Illinois 60138
708.357.0446 (phone)
708.357.0446 (fax)

McNAUGHTON
DEVELOPMENT

11222 WILSON STREET
EAST PROSPECT, IL 60077
FAX: 630.325.3407

TIMBER TRAILS,
WESTERN SPRINGS



CONCEPTUAL CHARACTER ELEVATION

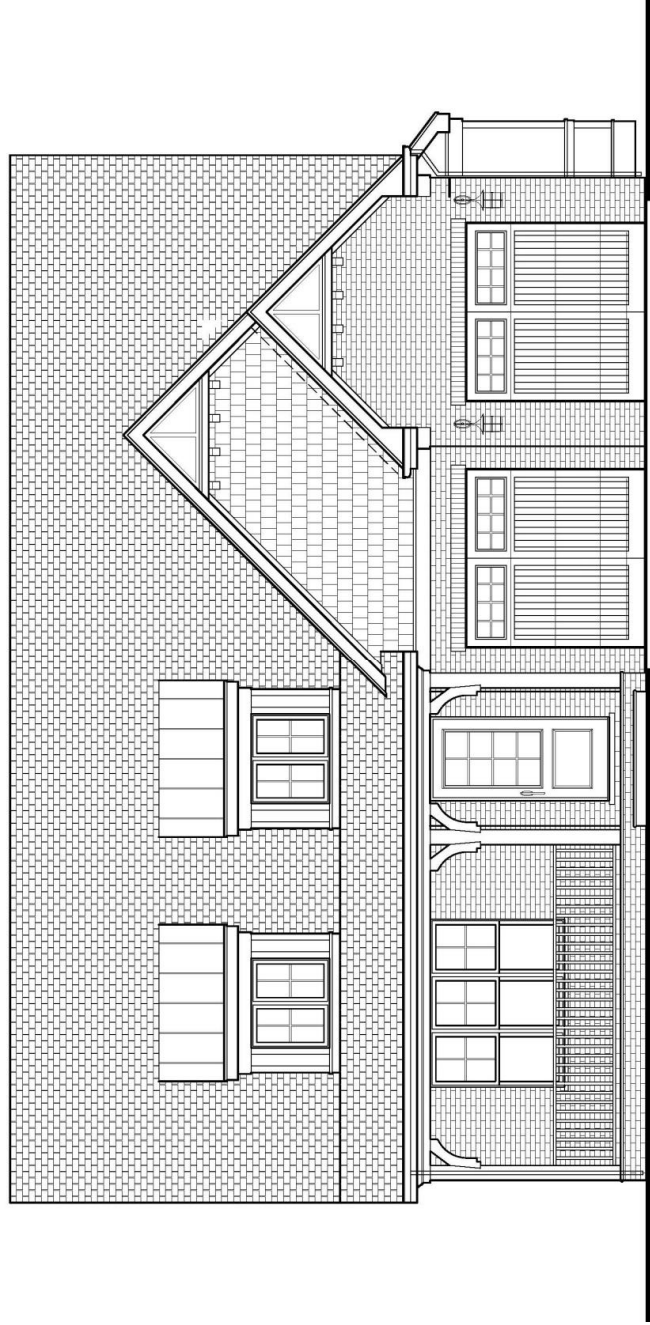


431 North Center Avenue
La Grange Park, Illinois 60138
708.357.5446 (phone)
708.357.5446 (fax)

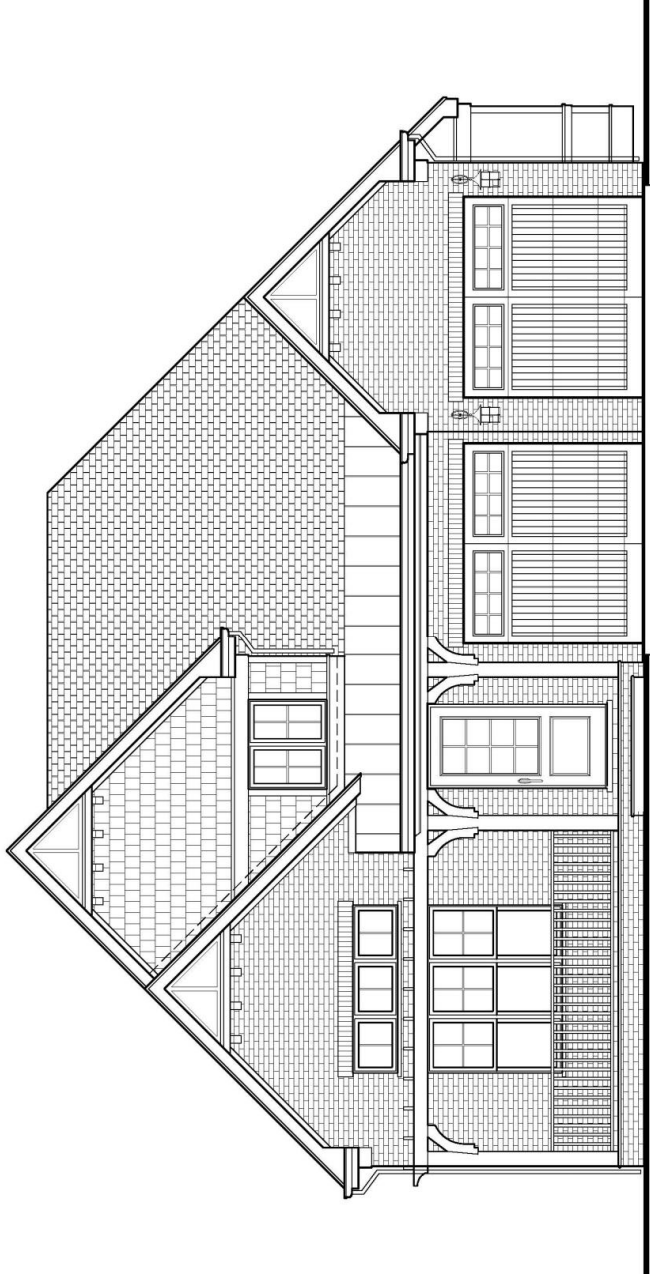
**McNAUGHTON
DEVELOPMENT**

11520 WILSON STREET
EAST PROSPECT, ILLINOIS 60017
FAX: 630.325.3407

**TIMBER TRAILS,
WESTERN SPRINGS**



ASHFORD – ELEVATION A
RANCH



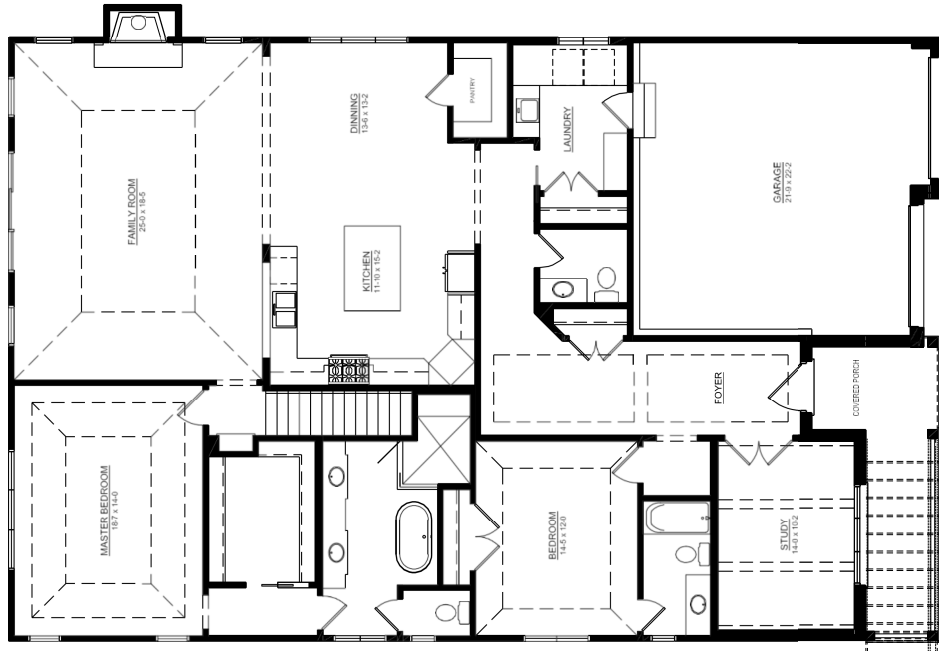
ASHFORD – ELEVATION B
RANCH

CONCEPTUAL PLAN

FERRON
ARCHITECTS LLC
451 North Center Avenue
La Grange Park, Illinois 60526
708.327.0446 (phone)
708.327.0446 (fax)

MCAUGHTON
DEVELOPMENT
11320 JACKSON STREET
EAST RIVER, ILLINOIS 60027
FAX: 630.325.3407

**TIMBER TRAILS,
WESTERN SPRINGS**



FIRST FLOOR PLAN

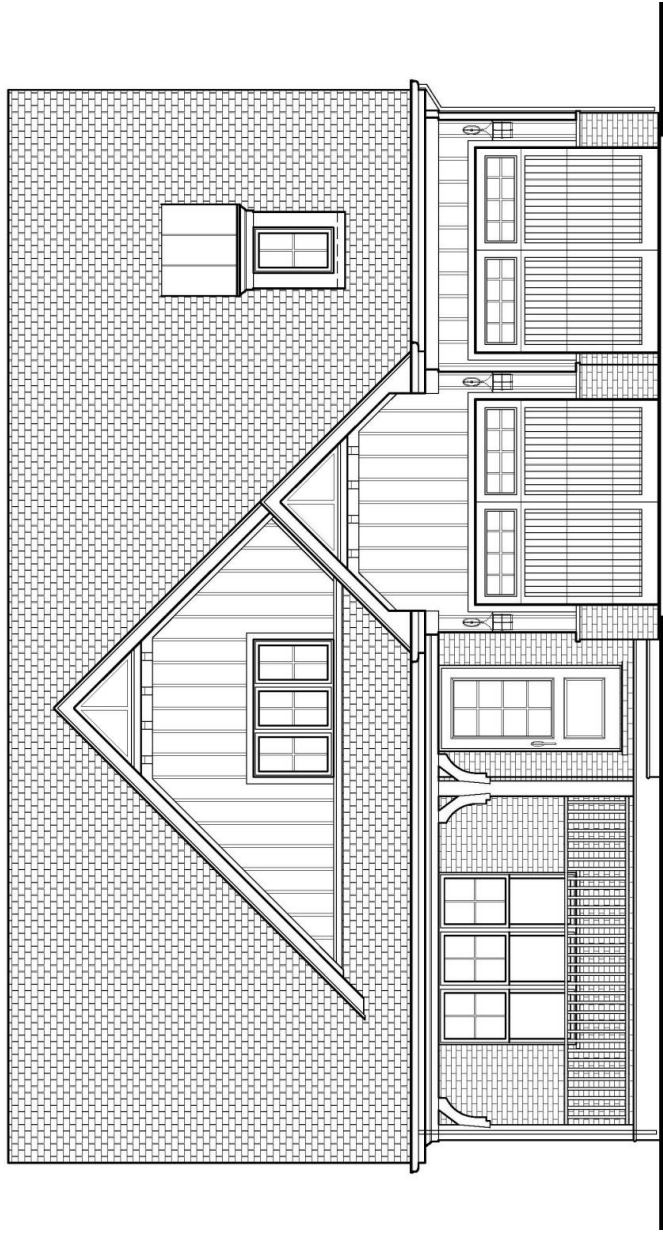
CONCEPTUAL FLOOR PLAN – ASHFORD: RANCH

431 Main Street
 La Grange Park, Illinois 60526
 708.357.0446 (phone)

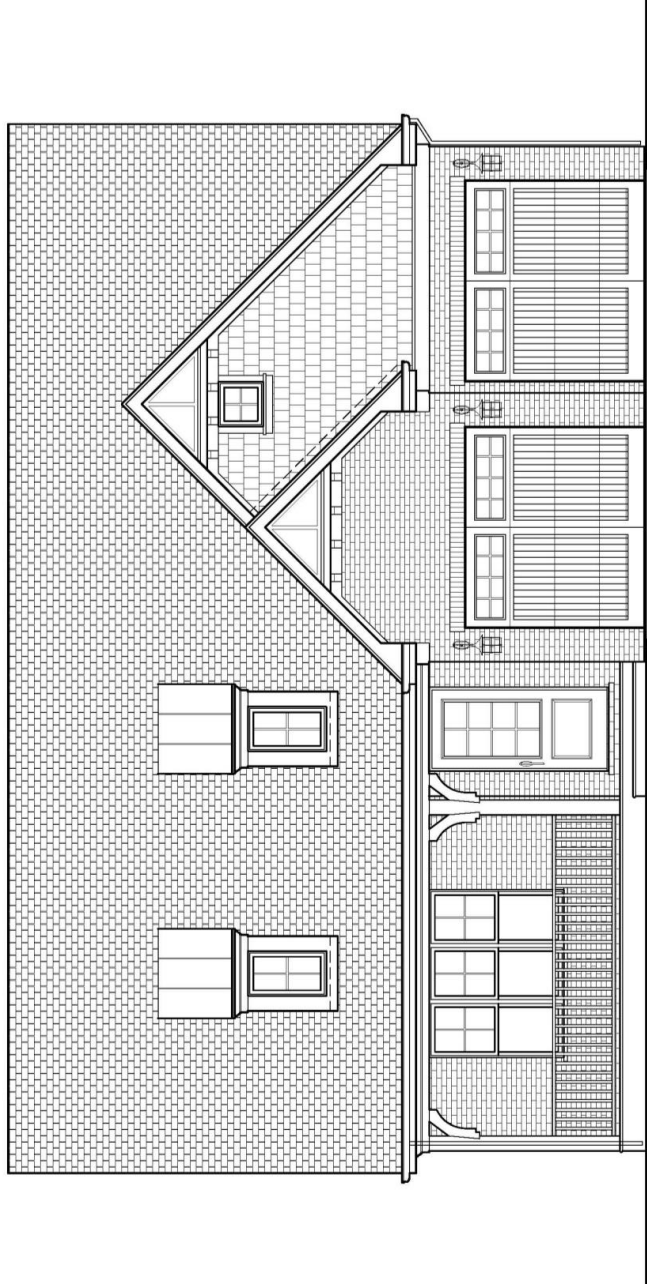


McNAUGHTON
 DEVELOPMENT
 11520 JACKSON STREET
 SUITE 1000 • IL 60077
 FAX: 630.325.3807

TIMBER TRAILS,
 WESTERN SPRINGS



BRUNSWICK – ELEVATION A
RANCH



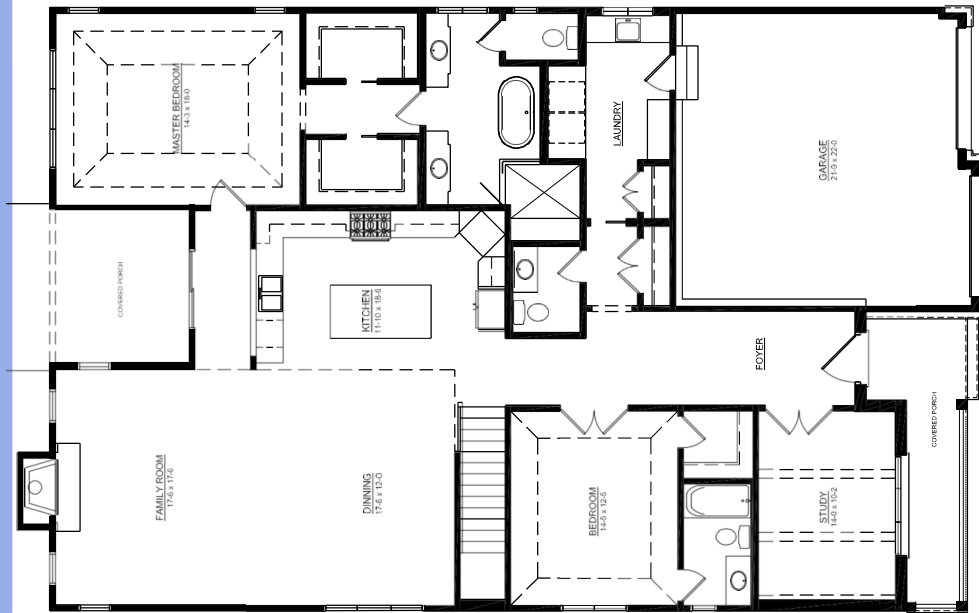
BRUNSWICK – ELEVATION B
RANCH

CONCEPTUAL PLAN

FERRON
ARCHITECTS LLC
431 North Center Avenue
La Grange Park, Illinois 60526
708.327.0446 (phone)
708.327.0446 (fax)

MCAUGHTON
DEVELOPMENT
11320 WASHINGTON STREET
BURNING WOOD, IL 60007
FAX: 630.325.3407

TIMBER TRAILS,
WESTERN SPRINGS



FIRST FLOOR PLAN

CONCEPTUAL FLOOR PLAN – BRUNSWICK: RANCH

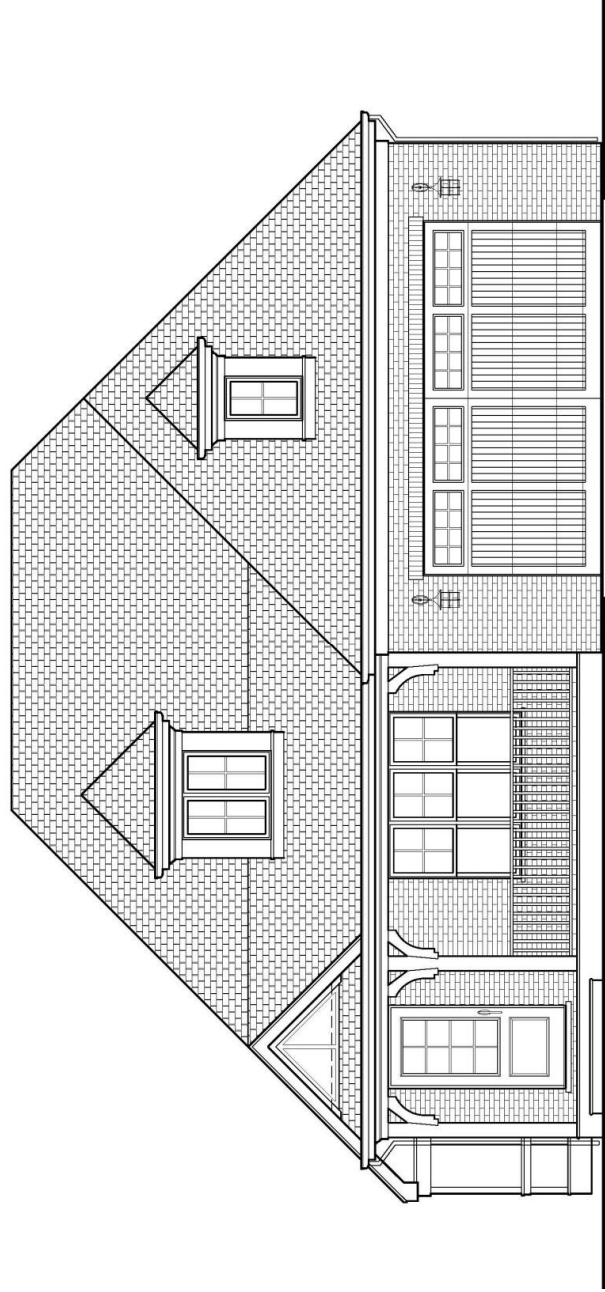


431 North Center Avenue
 La Grange Park, Illinois 60138
 708.357.0446 (phone)
 708.357.0446 (fax)

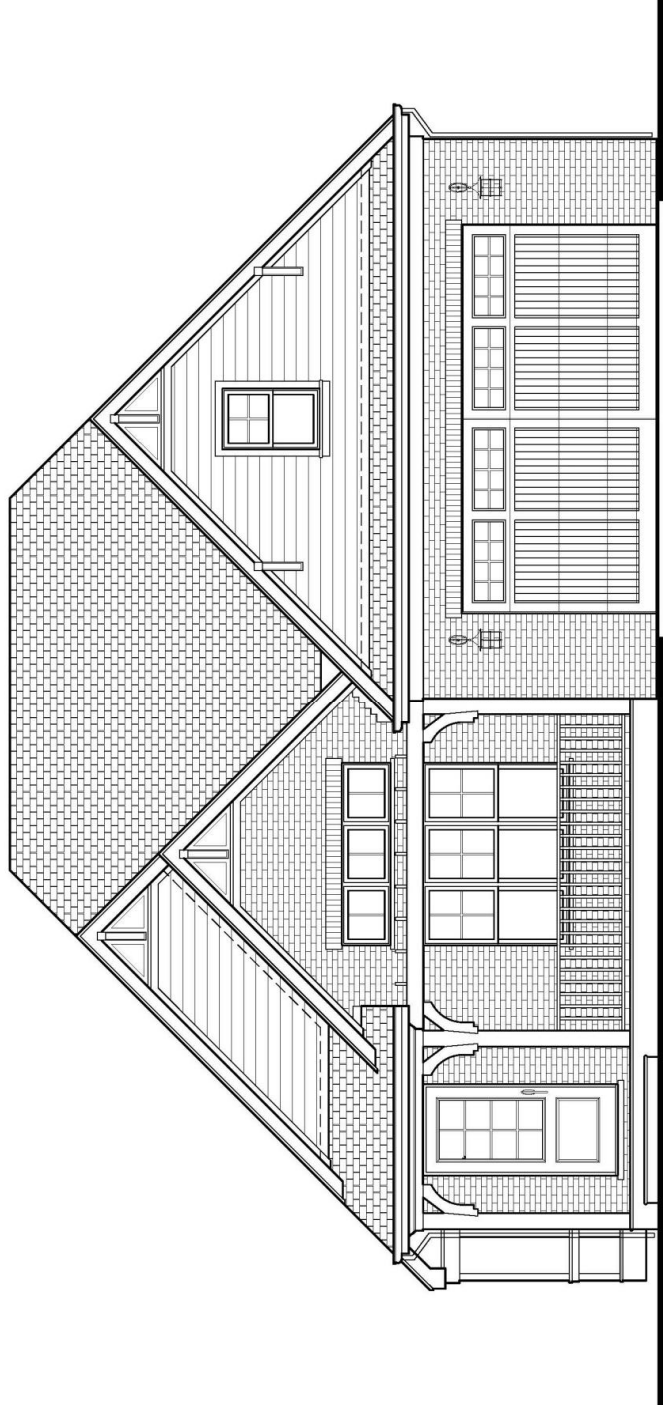
McNAUGHTON
 DEVELOPMENT

11320 JACKSON STREET
 SUITE 1000 • IL 60077
 FAX: 630.325.3407

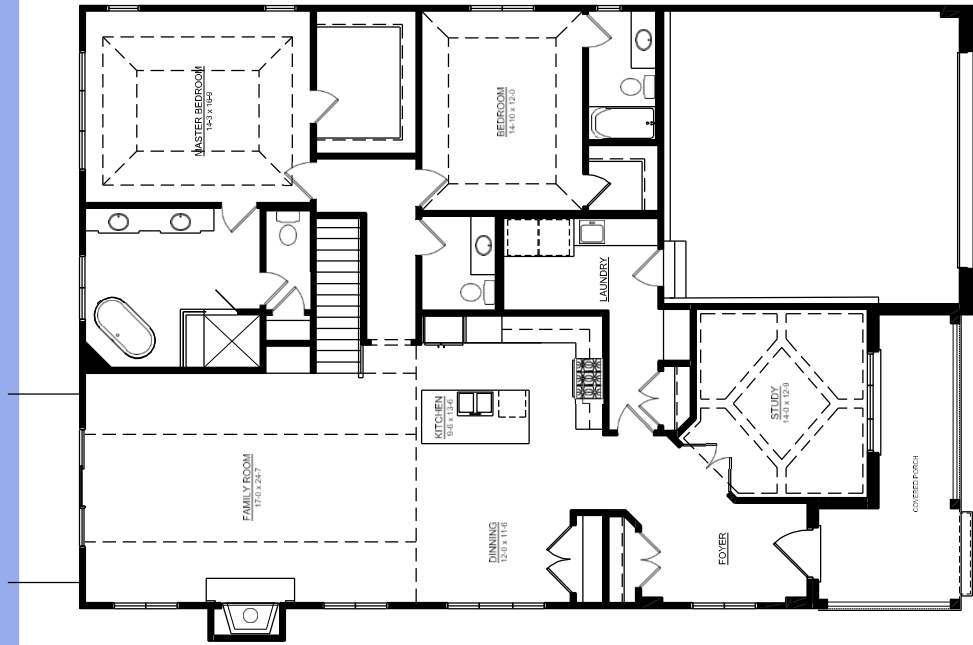
TIMBER TRAILS,
 WESTERN SPRINGS



ESSEX – ELEVATION A
RANCH



ESSEX – ELEVATION B
RANCH



FIRST FLOOR PLAN

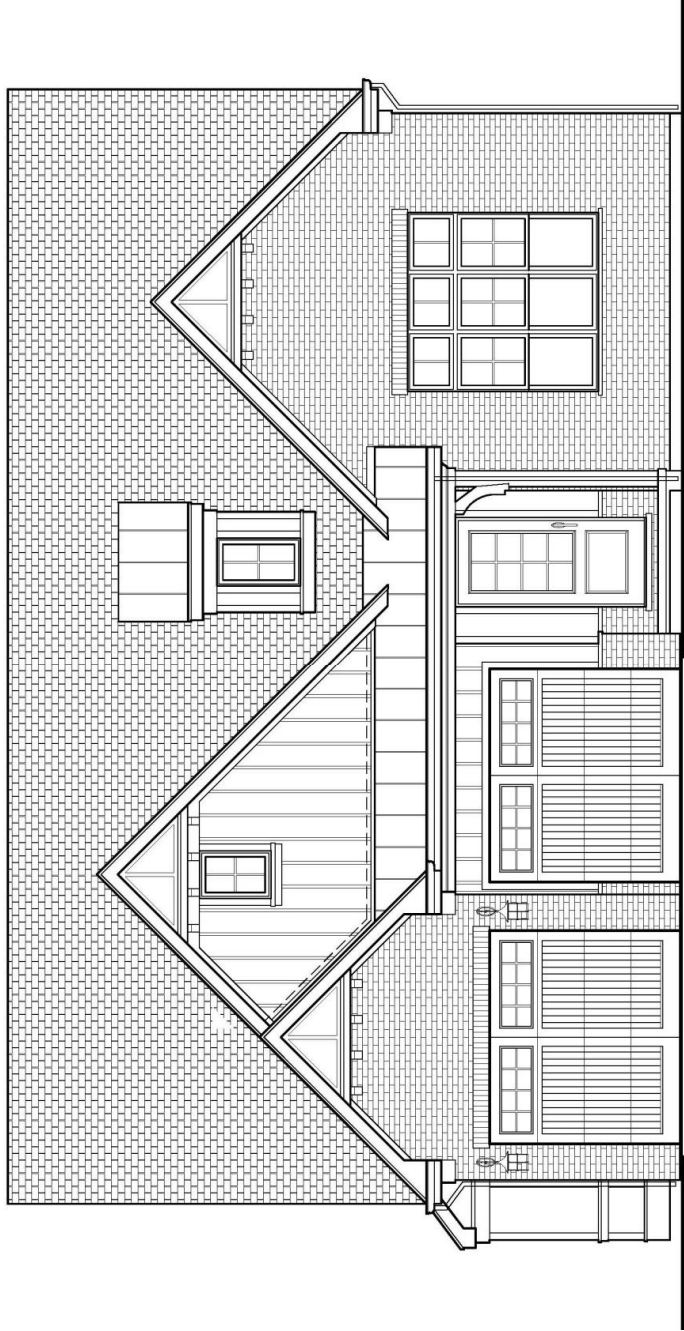
CONCEPTUAL FLOOR PLAN – ESSEX: RANCH



431 Main Street
 La Grange Park, Illinois 60526
 708.357.0446 phone
 708.357.0446 phone

McNAUGHTON
 DEVELOPMENT
 11320 JACKSON STREET
 SUITE 1000E, IL 60077
 FAX: 630.325.3407

TIMBER TRAILS,
 WESTERN SPRINGS



FENWICK – ELEVATION B
RANCH



FENWICK- ELEVATION B
RANCH



FIRST FLOOR PLAN

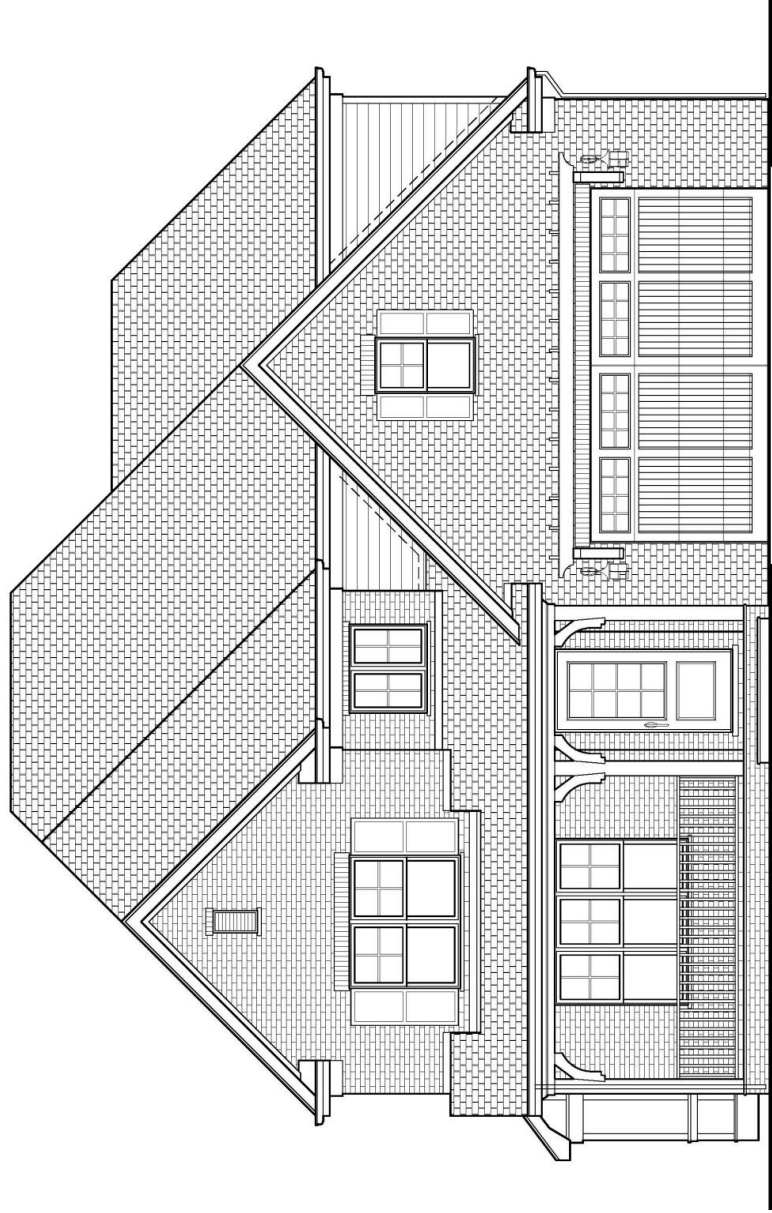
CONCEPTUAL FLOOR PLAN – FENWICK: RANCH



431 Main Street
 La Grange Park, Illinois 60526
 708.357.0446 (phone)
 708.357.0446 (fax)

McNAUGHTON
 DEVELOPMENT
 11320 JACKSON STREET
 SUITE 1000 • IL 60077
 FAX: 630.325.3407

TIMBER TRAILS,
 WESTERN SPRINGS



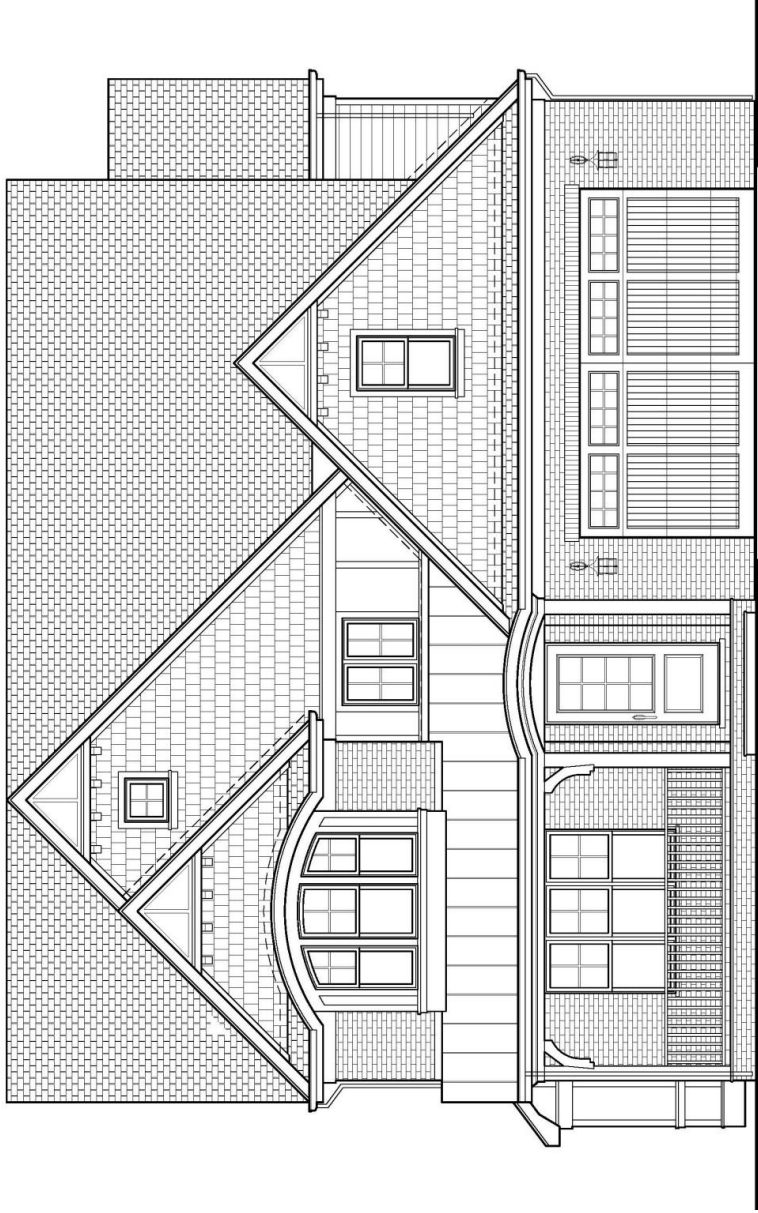
ASTORIA – ELEVATION A
1ST FLOOR MASTER

CONCEPTUAL PLAN

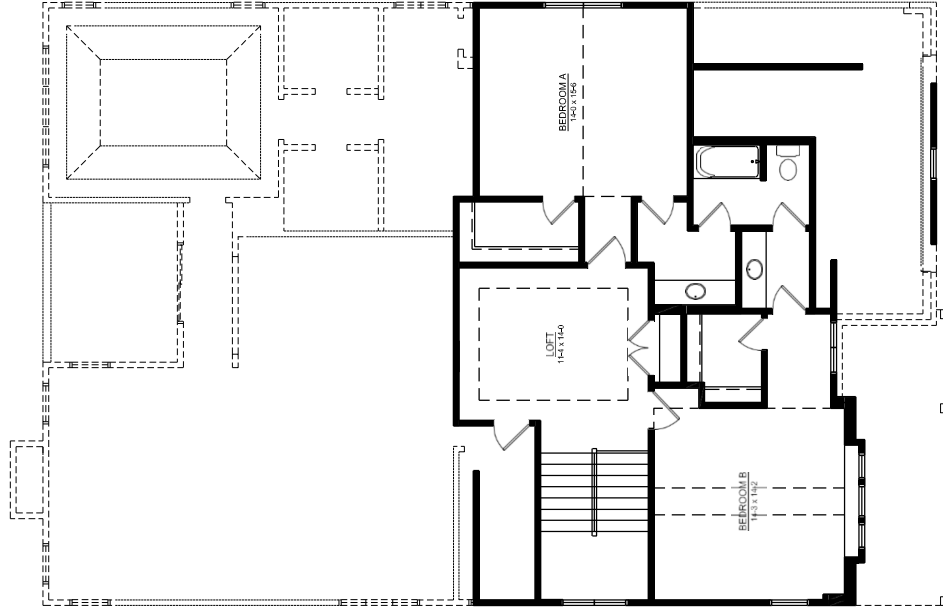
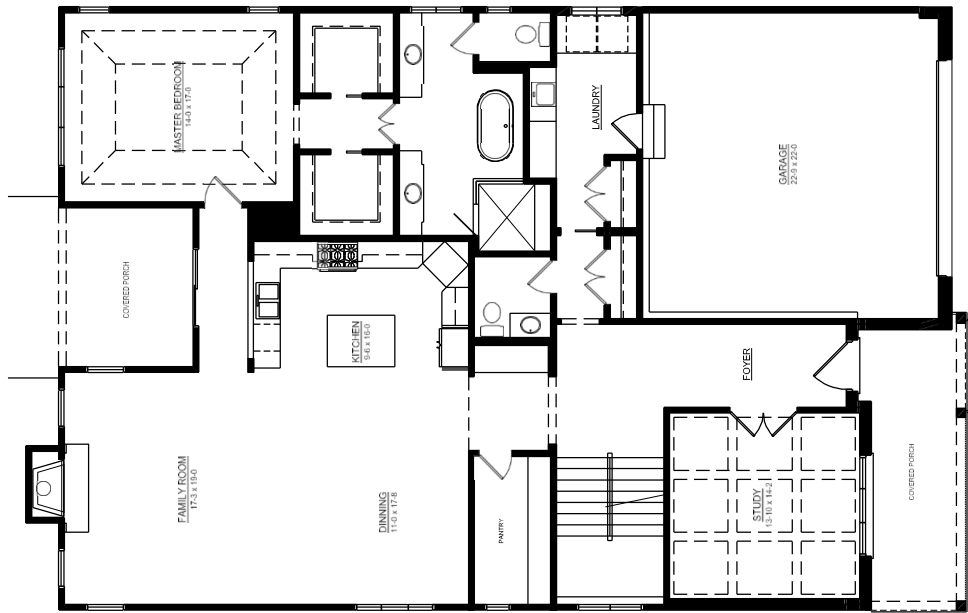
FERRON
ARCHITECTS LLC
431 Main Street
La Grange Park, Illinois 60526
708.327.0446 (phone)
708.327.0446 (fax)

MCAUGHTON
DEVELOPMENT
11220 JACKSON STREET
SUPERIOR, IL 60077
TEL: 630.325.3407
FAX: 630.325.3407

**TIMBER TRAILS,
WESTERN SPRINGS**



ASTORIA – ELEVATION B
1ST FLOOR MASTER



CONCEPTUAL FLOOR PLAN – ASTORIA: 1ST FLOOR MASTER



431 Main Street
Astoria, OR 97103
738.322.0448 (phone)
738.322.0448 (fax)

McNAUGHTON
DEVELOPMENT

15220 JACKSON STREET
BURNSIDE, IL 60077
FAX: 630.325.3807

TIMBER TRAILS,
WESTERN SPRINGS



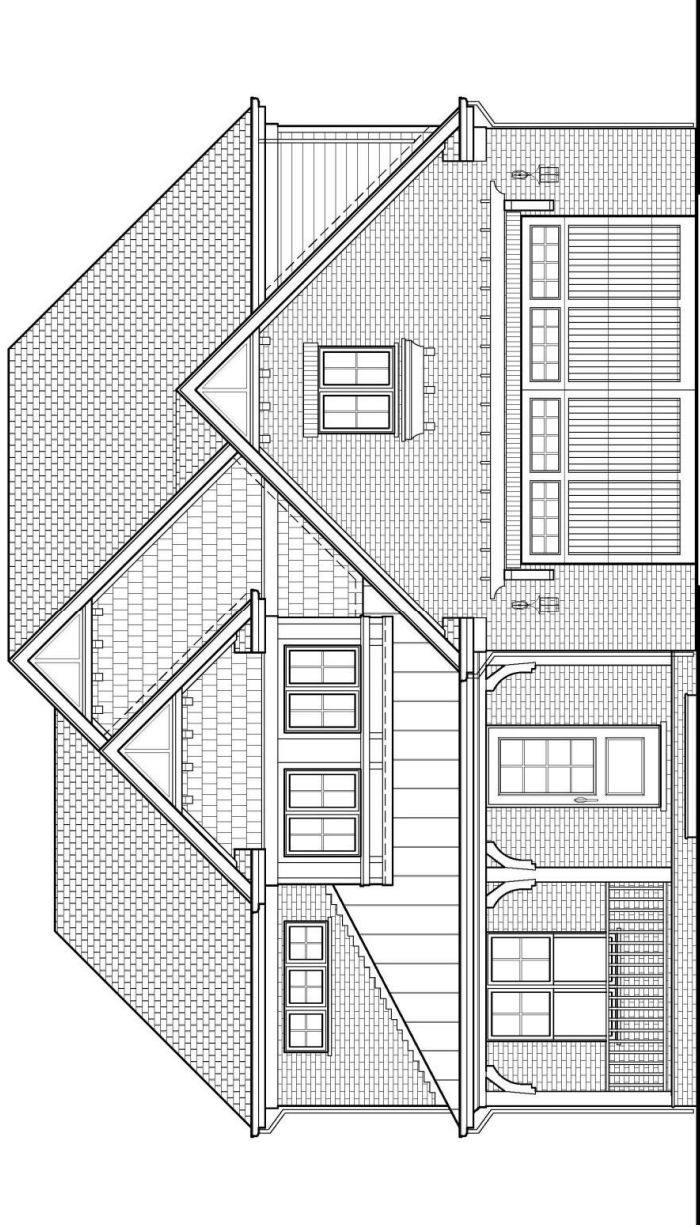
BOSTONIAN – ELEVATION A
1ST FLOOR MASTER

CONCEPTUAL PLAN



McNAUGHTON
DEVELOPMENT
15220 JACKSON STREET
BURNING WOOD, IL 60027
TEL: 630.325.3407

TIMBER TRAILS,
WESTERN SPRINGS



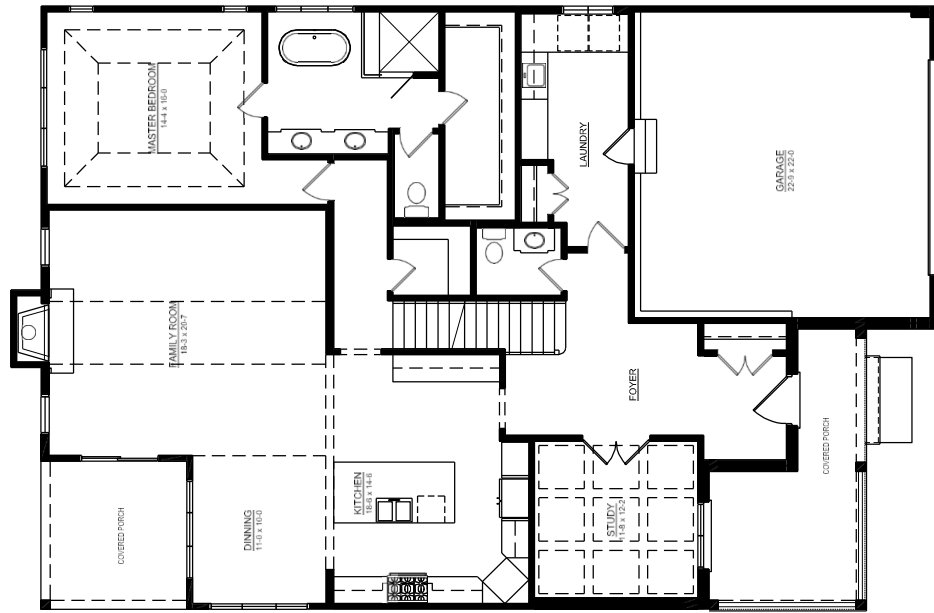
BOSTONIAN – ELEVATION B
1ST FLOOR MASTER

CONCEPTUAL PLAN

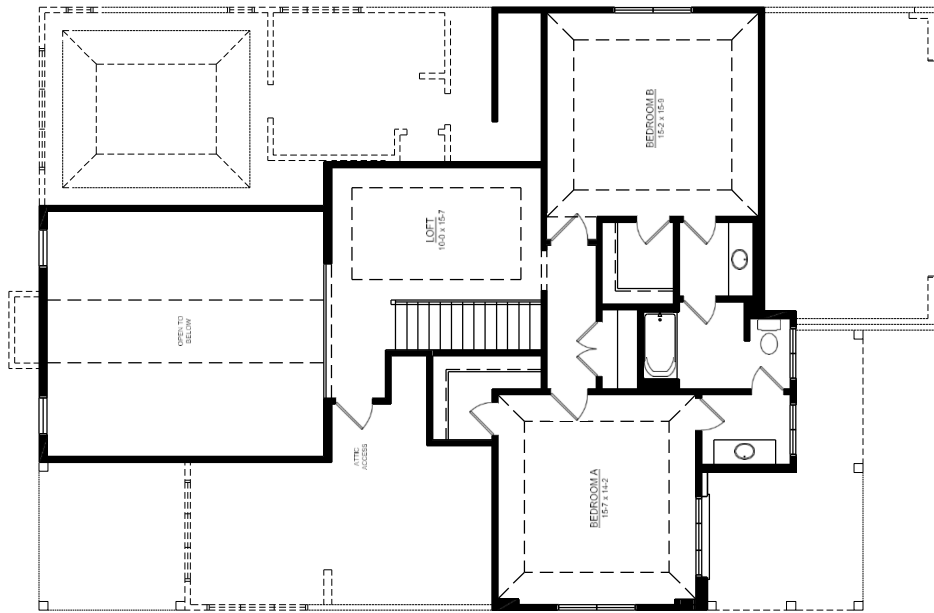
FERRIGNO
ARCHITECTS LLC
431 Main Street
La Grange Park, Illinois 60526
708.357.5446 (phone)
708.357.5446 (fax)

MCAUGHTON
DEVELOPMENT
11320 WASHINGTON STREET
EAST PROVO, IL 60427
FAX: 815.325.3407

**TIMBER TRAILS,
WESTERN SPRINGS**



FIRST FLOOR PLAN



SECOND FLOOR PLAN

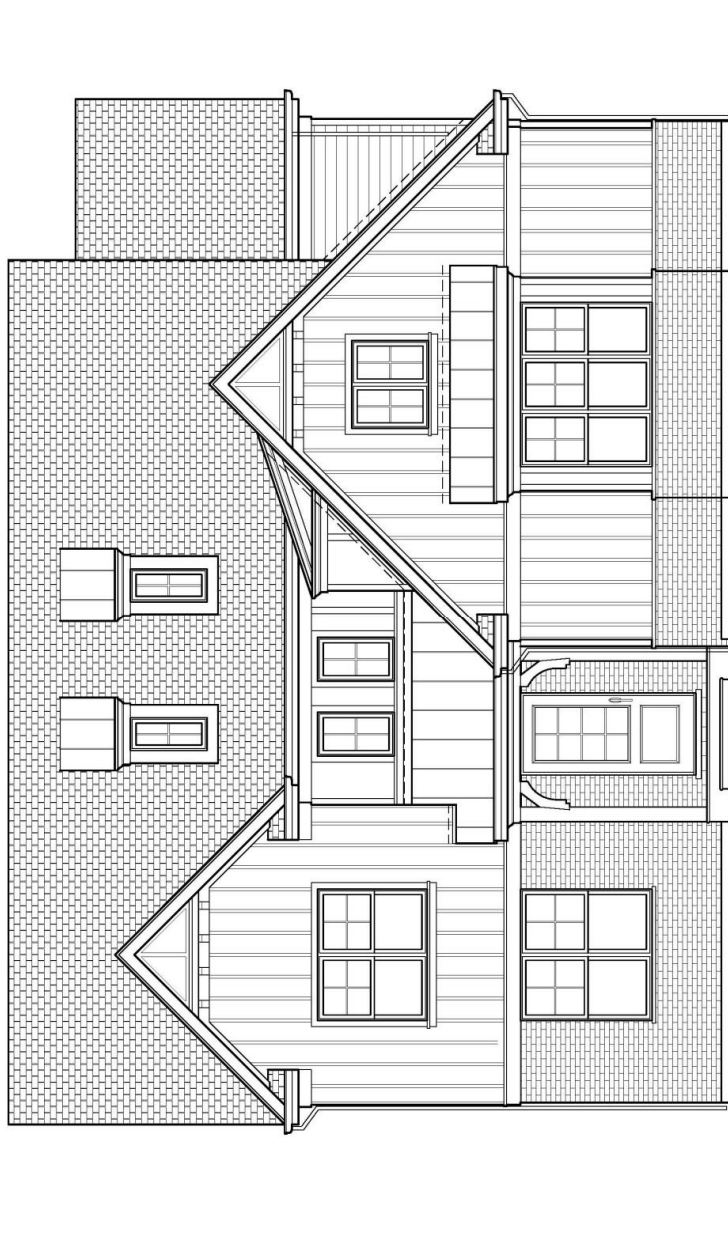
CONCEPTUAL FLOOR PLAN – BOSTONIAN: 1ST FLOOR MASTER

McNAUGHTON
DEVELOPMENT

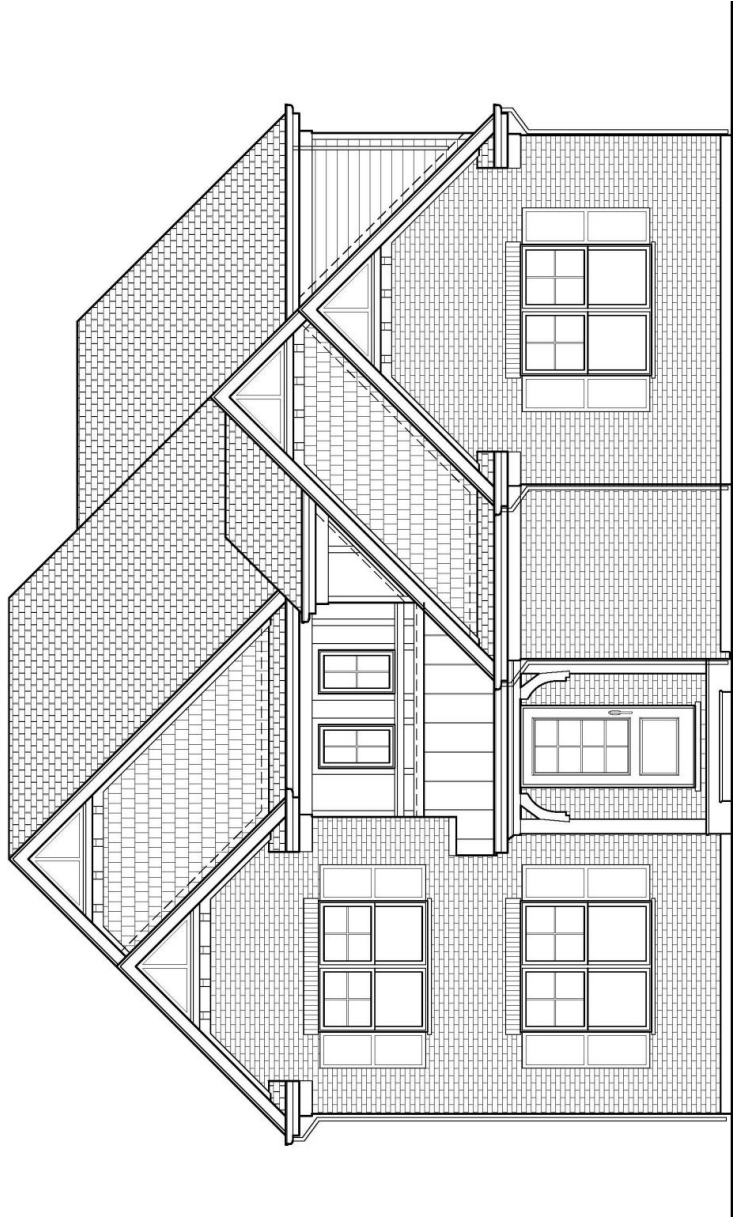
435 Main Street
La Grange Park, Illinois 60026
708.327.0446 (phone)
708.327.0446 (fax)

FERRIGNO
ARCHITECTS LLC

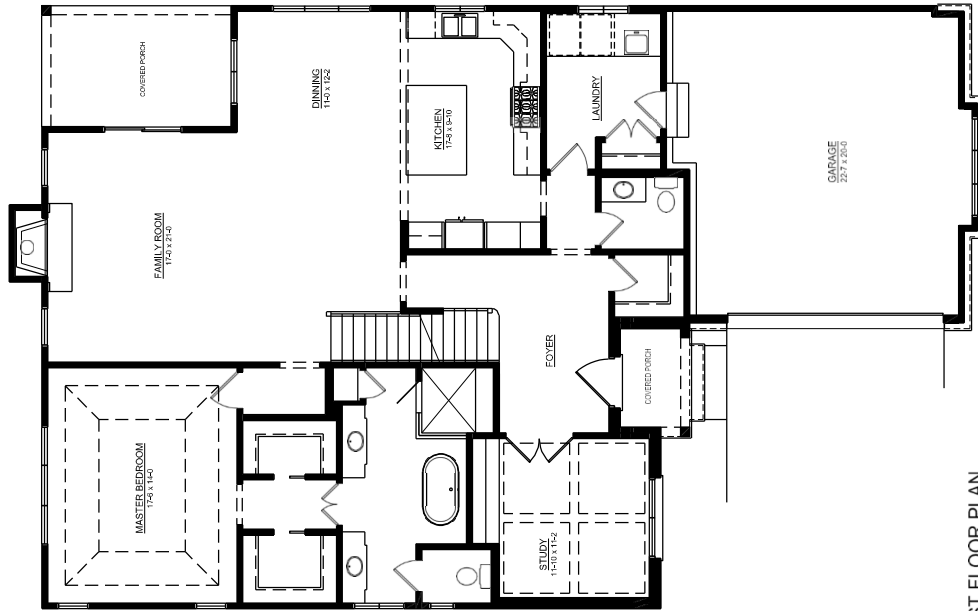
TIMBER TRAILS,
WESTERN SPRINGS



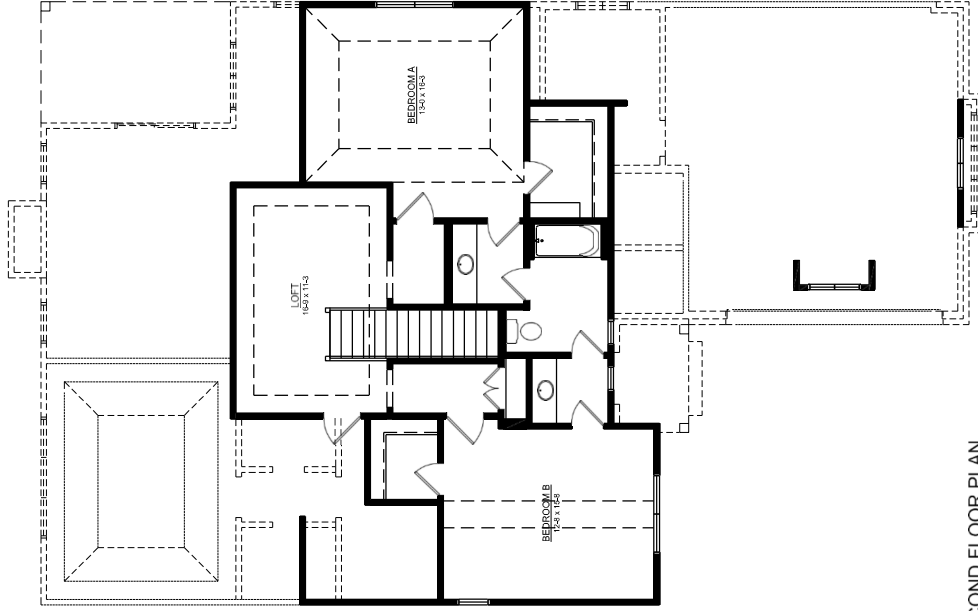
CARLISLE – ELEVATION A
1ST FLOOR MASTER



CARLISLE – ELEVATION B
1ST FLOOR MASTER



FIRST FLOOR PLAN



SECOND FLOOR PLAN

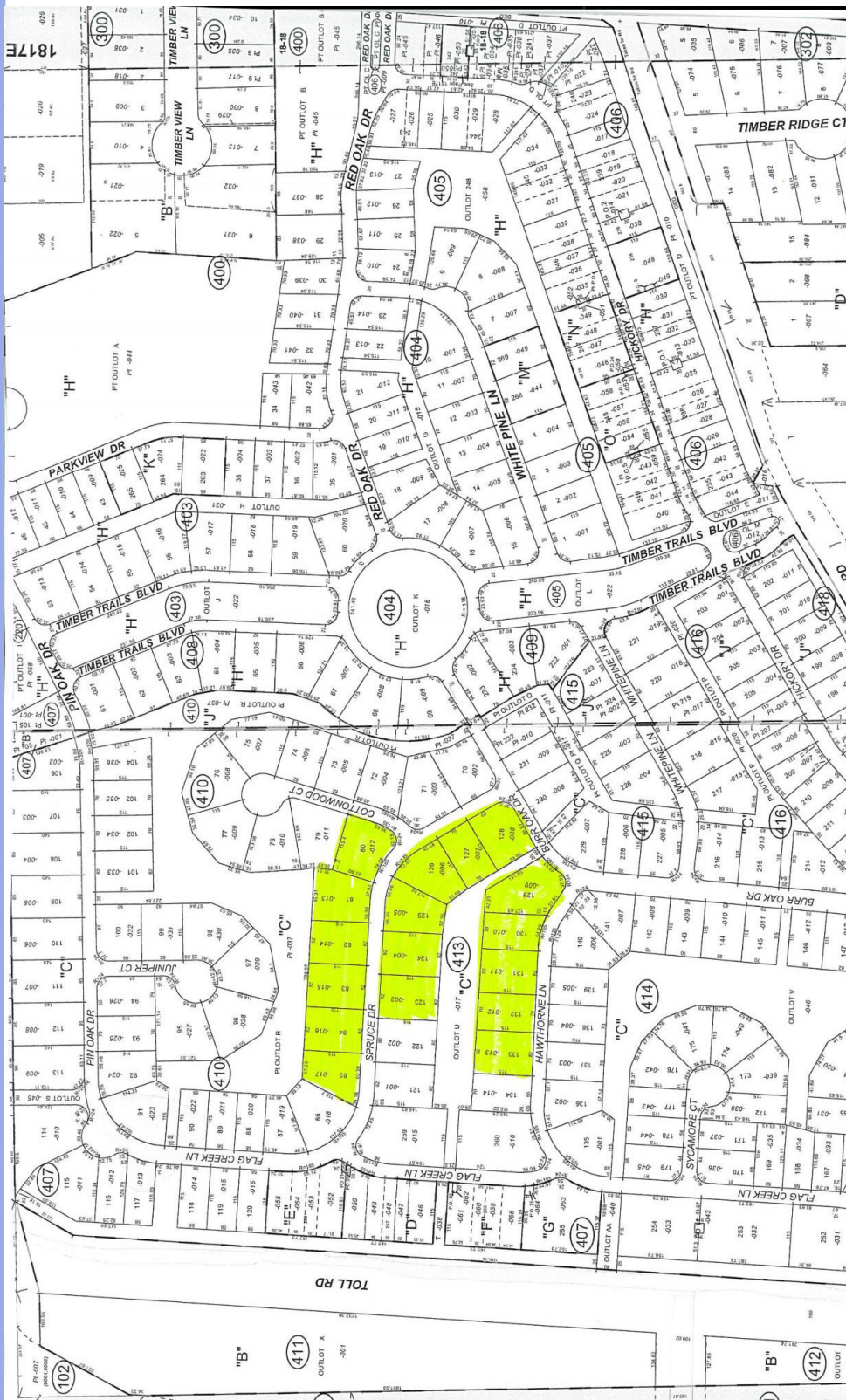
CONCEPTUAL FLOOR PLAN - CARLISLE: 1ST FLOOR MASTER



431 Main Street
 La Grange Park, Illinois 60526
 708.357.0446 phone
 708.357.0446 fax

McNAUGHTON
 DEVELOPMENT
 11220 JACKSON STREET
 SUITE 1000 • IL 60077
 FAX: 630.325.3407

TIMBER TRAILS,
 WESTERN SPRINGS

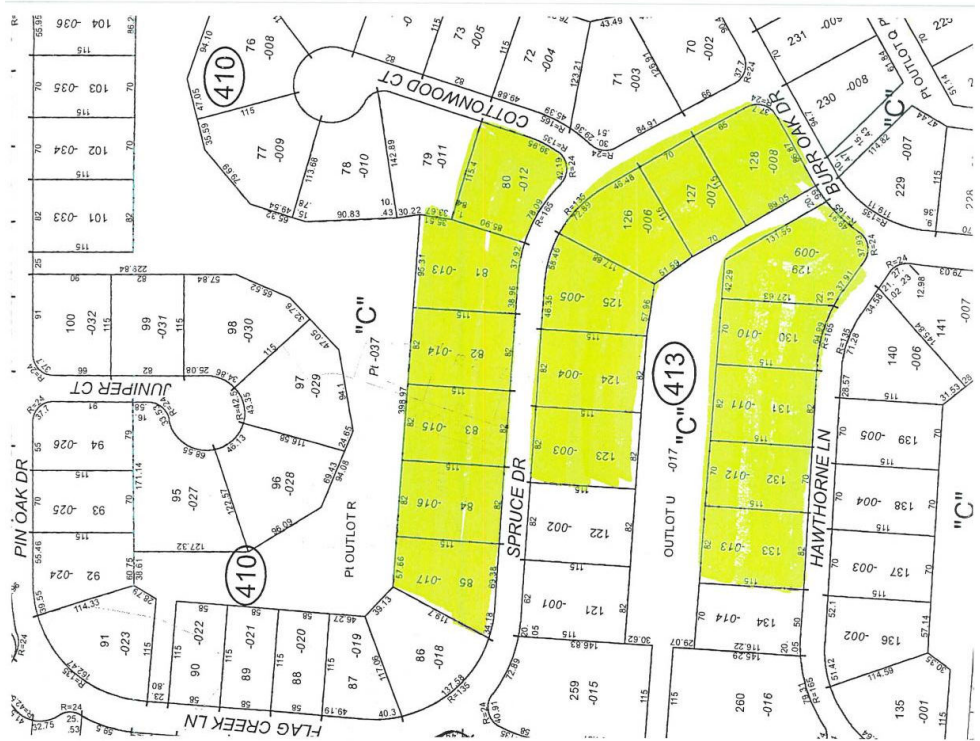


**McNAUGHTON
DEVELOPMENT**

433 North Cooper Avenue
La Grange Park, Illinois 60138
708.352.5448 (Phone)
708.352.5449 (Fax)

FERRON
ARCHITECTS LLC

LOTS UNDER CONTRACT



LOTS UNDER CONTRACT – CLOSE UP



413 Main Street
 La Grange Park, Illinois 60526
 708.357.0446 phone
 708.357.0447 fax

**McNAUGHTON
 DEVELOPMENT**
 15229 JACKSON STREET
 BURR RIDGE, IL 60077
 FAX: 630.325.3407

**TIMBER TRAILS,
 WESTERN SPRINGS**

EXHIBIT "C"

TIMBER TRAILS PLAN REVIEW PERMIT FEES AND CLOSING FEES

(attached)

Draft

REVIEW FEES - TIMBER TRAILS

Sept 14, 2007 Village Letter to Dartmoor

Sept 24, 2007 Addendum to Annexation Agreement

Executed by Pat Taylor on 9-18-07

Prepared 5-9-13: Updated: 5-10-13 by JZ

Updated again: 5-9-24

Updated again: 12/12/2024

Year	JJB		UFM		KTJ		Village Single Family		Village Town Home		S. Family Permit Fee per unit	Town Home Permit Fee per unit	TOWN HOME (4 Unit) FEE ANALYSIS				
	Amount	Escallator	Amount	Escallator	Amount	Escallator	Amount	Escallator	Amount	Escallator			1 Lot, 4 Units per Ltr. Agmnt	Total T.H. Per Unit. Basis	4 Lots, 4 Units ^ Consult only	Total T.H. Per Build. Basis	4 Lots, 4 Units ^ All Fee's
	T. H. Fee Per Unit		T. H. Fee Per Unit		T. H. Fee Per Unit		T. H. Fee Per Unit		T. H. Fee Per Unit				T. H. Fee Per Unit		T. H. Fee Per Unit		T. H. Fee Per Unit
2007/08	\$1,300.00		\$800.00		\$200.00		\$8,000.00		\$7,000.00		\$10,300.00	\$9,300.00	\$2,325.00	\$16,200.00	\$4,050.00	\$37,200.00	\$9,300.00
	\$65.00	5%	\$40.00	5%	\$10.00	5%	\$400.00	5%	\$350.00	5%							
2009 /10	\$1,365.00		\$840.00		\$210.00		\$8,400.00		\$7,350.00		\$10,815.00	\$9,765.00	\$2,441.25	\$17,010.00	\$4,252.50	\$39,060.00	\$9,765.00
	\$68.25	5%	\$42.00	5%	\$10.50	5%	\$420.00	5%	\$367.50	5%							
2011/12	\$1,433.25		\$882.00		\$220.50		\$8,820.00		\$7,717.50		\$11,355.75	\$10,253.25	\$2,563.31	\$17,860.50	\$4,465.13	\$41,013.00	\$10,253.25
	\$71.66	5%	\$44.10	5%	\$11.03	5%	\$441.00	5%	\$385.88	5%							
2013/14	\$1,504.91		\$926.10		\$231.53		\$9,261.00		\$8,103.38		\$11,923.54	\$10,765.91	\$2,691.48	\$18,753.53	\$4,688.38	\$43,063.65	\$10,765.91
	\$75.25	5%	\$46.31	5%	\$11.58	5%	\$463.05	5%	\$405.17	5%							
2015/16	\$1,580.16		\$972.41		\$243.10		\$9,724.05		\$8,508.54		\$12,519.71	\$11,304.21	\$2,826.05	\$19,691.20	\$4,922.80	\$45,216.83	\$11,304.21
	\$79.01	5%	\$48.62	5%	\$12.16	5%	\$486.20	5%	\$425.43	5%							
2017/18	\$1,659.17		\$1,021.03		\$255.26		\$10,210.25		\$8,933.97		\$13,145.70	\$11,869.42	\$2,967.35	\$20,675.76	\$5,168.94	\$47,477.67	\$11,869.42
	\$82.96	5%	\$51.05	5%	\$12.76	5%	\$510.51	5%	\$446.70	5%							
2019/20	\$1,742.12		\$1,072.08		\$268.02		\$10,720.77		\$9,380.67		\$13,802.99	\$12,462.89	\$3,115.72	\$21,709.55	\$5,427.39	\$49,851.56	\$12,462.89
	\$87.11	5%	\$53.60	5%	\$13.40	5%	\$536.04	5%	\$469.03	5%							
2021/22	\$1,829.23		\$1,125.68		\$281.42		\$11,256.80		\$9,849.70		\$14,493.13	\$13,086.03	\$3,271.51	\$22,795.03	\$5,698.76	\$52,344.14	\$13,086.03
	\$91.46	5%	\$56.28	5%	\$14.07	5%	\$562.84	5%	\$492.49	5%							
2023/24	\$1,920.69		\$1,181.96		\$295.49		\$11,819.64		\$10,342.19		\$15,217.79	\$13,740.34	\$3,435.08	\$23,934.78	\$5,983.69	\$54,961.34	\$13,740.34
	\$96.03	5%	\$59.10	5%	\$14.77	5%	\$590.98	5%	\$517.11	5%							
2025/26	\$2,016.73		\$1,241.06		\$310.27		\$12,410.63		\$10,859.30		\$15,978.68	\$14,427.35	\$3,606.84	\$25,131.52	\$6,282.88	\$57,709.41	\$14,427.35

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 A SUPPLEMENTAL LETTER AGREEMENT WITH EXHIBIT "A" (SUPPLEMENTAL LOT LIST AND SPECIAL ASSESSMENT NO. 05-01 RELEASE OF LIEN AMOUNTS), EXHIBIT "B" (MCNAUGHTON ARCHITECTURAL DESIGN PLANS FOR TIMBER TRAILS RESIDENTIAL HOME PRODUCTS) AND EXHIBIT "C" (TIMBER TRAILS PLAN REVIEW PERMIT FEES AND CLOSING FEES) REGARDING THE SALE AND DEVELOPMENT OF ELEVEN LOTS WITHIN UNIT 2 OF THE TIMBER TRAILS SUBDIVISION (LOTS: 103, 135, 136, 137, 138, 139, 140, 141, 142, 143 and 215); (Seller: 1625 North Burling, LLC and Buyer/Developer: McNaughton Development, LLC).

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 16th day of June, 2025, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 16th day of June, 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 16th day of June, 2025.

Edward Tymick, Village Clerk