

VILLAGE OF LINDENHURST APPLICATION FOR DEVELOPMENT APPROVAL

DEVELOPMENT NAME: Briargate Development

ADDRESS OF SUBJECT PROPERTY: 0 North US Highway 45

PARCEL IDENTIFICATION NUMBER (P.I.N.) 06-12-201-001; 06-12-201-003; 06-12-201-005;
06-12-201-008; 06-12-201-009; 06-12-201-010

I. APPLICANT: Northern Plains, LLC

ADDRESS: 450 East Waterside Drive, Unit 2808

CITY: Chicago STATE: IL ZIP CODE: 60601

PHONE: 708-466-3940 EMAIL ADDRESS: loggja2010@msn.com

II. PROPERTY OWNER(S): Same as Applicant

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE: _____ EMAIL ADDRESS: _____

III. PRIMARY CONTACT: Adam M. Heiman

RELATIONSHIP TO APPLICANT: Attorney

PHONE: 847-861-6225 EMAIL ADDRESS: aheiman@bgalawfirm.com

IV. OTHER STAFF

NAME: Gene Kripak

RELATIONSHIP TO APPLICANT: Joint Venture Partner

PHONE: 847-962-2055 EMAIL ADDRESS: gkripaklap@comcast.net

NAME: _____

RELATIONSHIP TO APPLICANT: _____

PHONE: _____ EMAIL ADDRESS: _____

V. PROPOSED DEVELOPMENT

(check all that apply and provide written responses to corresponding exhibits on a separate sheet)

☒ **Special Use (New or Amendment)**
(Complete Exhibit 1)

☐ **Zoning Interpretation**
(Complete Exhibit 5)

☐ **Site Plan Review**
(Complete Exhibit 2)

☐ **Planned Unit Development**
(Complete Exhibit 6)

☐ **Zoning Appeal**
(Complete Exhibit 3)

☐ **Temporary Use**
(Complete Exhibit 7)

☐ **Zoning Variance**
(Complete Exhibit 4)

☒ **Rezoning or Text Amendment**
(Complete Exhibit 8)

☐ **Subdivision**

☐ **Other (Please specify: _____)**

ACREAGE OF PROPERTY: 100 acres

DESCRIPTION OF PROPOSAL/USE (use a separate sheet if necessary):

Single family homes - age restricted community (Briargate Development)

VI. APPLICANT'S SIGNATURE

I, _____ [Applicant's Printed Name and Title], being duly sworn, declare that: i) I am duly authorized to make this Application for Development Approval on behalf of the Applicant; ii) I have read and understand this Application for Development Approval and the Code of Ordinances of the Village of Lindenhurst, available at [www.http://www.lindenhurstil.org/](http://www.lindenhurstil.org/); iii) I have read, understand, and will comply by the provisions of the Village Code regarding reimbursement of the Village's costs; and iv) the above information, to the best of my knowledge, is true and accurate.

(Signature of Applicant or authorized agent)

(Date)

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20____

(Notary Public and Seal)

VII. OWNER'S AUTHORIZATION LETTER

I/we hereby certify that I/we am/are the owner(s) of the above described Subject Property. I/we am/are respectfully requesting processing and approval of the request(s) referenced in this Application. I/we hereby authorize the Applicant listed on this Application to act on my/our behalf during the processing and presentation of this request(s).

(Signature of 1st Owner or authorized agent)

(Signature of 2nd Owner or authorized agent)

1st Owner's Printed Name and Title

(Date)

10/9/2018

(Date)

NARIC BARAKAT, member NAB

2nd Owner Printed Name and Title

Investment LLC

****Please include additional pages if the Subject Property has more than two owners****

SUBSCRIBED AND SWORN TO before me this 9th day of October, 2018
Maria D. Gomez



VII. OWNER'S AUTHORIZATION LETTER

I/we hereby certify that I/we am/are the owner(s) of the above described Subject Property. I/we am/are respectfully requesting processing and approval of the request(s) referenced in this Application. I/we hereby authorize the Applicant listed on this Application to act on my/our behalf during the processing and presentation of this request(s).

(Signature of 1st Owner or authorized agent)

(Date)

(Signature of 2nd Owner or authorized agent)

(Date)

1st Owner's Printed Name and Title

2nd Owner Printed Name and Title

****Please include additional pages if the Subject Property has more than two owners****

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20____

(Notary Public and Seal)

VILLAGE OF LINDENHURST

Application for a Zoning Change

Name of property owner: Northern Plains, LLC, an Illinois limited liability company

Name of authorized agent: Adam Heiman

Street address of property: 0 North U.S. Highway 45

Telephone Number: 847-861-6225

Legal description and plat of survey (by attachment): _____

Existing zoning classification: R-4 and CBR-2

Existing comprehensive plan designation: _____

Proposed zoning classification: R-1 Suburban Neighborhood Conservancy District

Proposed comprehensive plan designation (if applicable): _____

List existing land use(s) on property by name and brief description: _____

Vacant Lot

List proposed land use(s) by name and brief description: _____

Age restricted, detached single family homes (Briargate Development)

Fees: The minimum escrow value is \$500. The applicant is responsible for the land planner and legal fees in addition to a 3.5% escrow administration fee. An initial escrow deposit is determined by the Administrator and monthly statements are processed. All fees must be paid in full to complete the process in ordinance format. Remaining escrow fees will be returned to applicant.

Office Use Only

Escrow Amount \$ _____ Date Received _____

ADAM HEIMAN
AGENT FOR Fidelity National Title Insurance Company
205 W RANDOLPH, SUITE 610
CHICAGO, IL 60606
PHONE: (312)425-1501

SCHEDULE C

FILE NUMBER: 15824-14-01853K

COMMITMENT NUMBER: .

PARCEL 1:

LOTS 1, 10, 15 AND 17 IN LINDENHURST VILLAGE GREEN, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF SECTION 1 AND PART OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 12, ALL IN TOWNSHIP 45 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 10, 2009 AS DOCUMENT NUMBER 6540638, IN LAKE COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS, EGRESS AND UTILITIES FOR THE BENEFIT OF PARCEL 1 OVER A TRACT OF LAND AS SHOWN ON EXHIBIT D ATTACHED TO EASEMENT AGREEMENT DATED APRIL 27, 2007 AND RECORDED APRIL 30, 2007 AS DOCUMENT NO. 6176350, AS AMENDED BY FIRST AMENDMENT RECORDED NOVEMBER 10, 2009 AS DOCUMENT NUMBER 6540675 AND BY SECOND AMENDMENT RECORDED NOVEMBER 10, 2009 AS DOCUMENT NUMBER 6540676, IN LAKE COUNTY, ILLINOIS.

PERMANET INDEX NUMBER(S) : 06-12-201-003 (AFFECTS: LOT 1)
06-12-201-005 (AFFECTS: PT OF LOT 10)
06-12-201-009 (AFFECTS: PT OF LOT 10)
06-12-201-001 (AFFECTS: PT OF LOT 15)
06-12-201-008 (AFFECTS: PT OF LOT 15)
06-12-201-010 (AFFECTS: LOT 17)

ALTA/ACSM Land Title
plat of survey
of

Country Place Phase 1 (Document No. 3745570)

Lot 64

Parcel 1
Lots 1, 10, 15 and 17 in Lindenhurst Village Green, being a subdivision of part of the south west 1/4 and part of the south east 1/4 of Section 1 and
part of the north east 1/4 and the south east 1/4 of Section 12, 20 in Township 43 North, Range 10 East of the 3rd Principal Meridian, according to
the plat thereof recorded on November 10, 2008 as Document No. 6540638, in Lake County, Illinois

Parcel 2
Lots 1, 10, 15 and 17 in Lindenhurst Village Green, being a subdivision of part of the south west 1/4 and part of the south east 1/4 of Section 1 and
part of the north east 1/4 and the south east 1/4 of Section 12, 20 in Township 43 North, Range 10 East of the 3rd Principal Meridian, according to
the plat thereof recorded on November 10, 2008 as Document No. 6540638, in Lake County, Illinois

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Lot 15

Falling Waters Boulevard

Falling Waters (Document No. 4179749)

Lot 61

Lot 62

Lot 63

Lot 64

Lot 65

Lot 66

Lot 67

Lot 68

Lot 69

Lot 70

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Lot 359

APPLICATION FOR ZONING CHANGE

Exhibit 8: Responses to Standards

- (1) Map Amendment. The following standards will be considered in amending the zoning map.

- (a) Identification of the existing uses of property within the general area of the affected property.

The properties north of the subject parcel are commercial and multi-family. All other adjacent properties are vacant lots.

- (b) Identification of the zoning classification of property within the general area of the affected property.

The property is currently zoned as R-4 Multiple-Family Dwelling District and CBR-2 Community Business District and Residential District 2.

- (c) Determination as to the suitability of the property in question to the uses permitted under the existing classification or district and under the proposed classification or district.

We are requesting a change in zoning to R-1 Suburban Neighborhood Conservancy District which offers a special use for a senior housing, age restricted development. A residential, age-restricted development would serve the community very well and invite further development of surrounding properties that are currently vacant. Diversification in housing stock, particularly as the first age-restricted community in Lindenhurst will keep many active senior citizens from leaving the community.

- (d) The trend of development, if any, in the general area of the affected property, including changes, if any, which have taken place since the date the affected property was placed in its present zoning classification or district.

No trends have been established by the surrounding properties.

- (e) The trend or development, if any, as to the proposed uses of property within the general area of the affected property, as represented on the comprehensive plan.

The likely trend on the large vacant triangular property flanked by Route 45 and Grand Avenue will most likely develop as mixed use with limited, if any, traditional R-1 single family housing.

- (f) The length of time the property has been vacant as zoned, considered in the context of the land development and the area surrounding the subject property.

Approximately 10 years.

- (g) The extent to which property values are diminished, if at all, by particular zoning restrictions.

The diminished property values for conventional single-family homes result from the current land use and zoning to the north and east and the likely trend of mixed use development moving in a southerly direction.

- (2) Text Amendment. The plan commission will evaluate the request for a text amendment against the intent of this code, the recommendations of the comprehensive plan, and the public health, safety and general welfare.

No text amendment will be required.

VILLAGE OF LINDENHURST

Application for a Special Use Permit

Name of property owner: Northern Plains, LLC, an Illinois limited liability company

Name of authorized agent: Adam Heiman

Street address of property: 0 North U.S. Highway 45

Telephone Number: 847-861-6225

Legal description and plat of survey (by attachment):

Existing zoning classification: R-4 and CBR-2

Existing comprehensive plan designation:

Proposed zoning classification: R-1

Proposed comprehensive plan designation (if applicable):

List existing land use(s) on property by name and brief description:

Vacant Lot

List proposed land use(s) by name and brief description:

Single family homes - age restricted community (Briargate Development). Requesting rezoning of property to R-1

designation with a special use permit for senior housing, age restricted single family development.

ADAM HEIMAN
AGENT FOR Fidelity National Title Insurance Company
205 W RANDOLPH, SUITE 610
CHICAGO, IL 60606
PHONE: (312)425-1501

SCHEDULE C

FILE NUMBER: 15824-14-01853K

COMMITMENT NUMBER: .

PARCEL 1:

LOTS 1, 10, 15 AND 17 IN LINDENHURST VILLAGE GREEN, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF SECTION 1 AND PART OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 12, ALL IN TOWNSHIP 45 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 10, 2009 AS DOCUMENT NUMBER 6540638, IN LAKE COUNTY, ILLINOIS.

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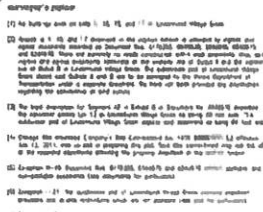
PERMANET INDEX NUMBER(S) : 06-12-201-003 (AFFECTS: LOT 1)
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06-12-201-008 (AFFECTS: PT OF LOT 15)
06-12-201-010 (AFFECTS: LOT 17)

Country Place Phase 1 | (Document No. 3745570)

Page 3 For Harvest, agree and oblige for the benefit of Parcel 1 over a tract of land as shown Exhibit D attached to settlement agreement dated April 27, 2007 and recorded on April 30, 2007 as Document No. 6176260, as amended by First Amendment recorded on November 10, 2008 as Document No. 6240675, and by Second Amendment recorded on November 10, 2009 as Document No. 6940678, in Lake County, Illinois

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On 26 January 1980, the FBI received a letter from the American People's Party (APP) regarding the APP's request for the release of the APP's records. The APP is a political party that was founded in 1971 and is currently active in the United States. The APP's records are maintained by the FBI and are subject to the Freedom of Information Act (FOIA). The APP has requested that the FBI release its records, including its financial records, its membership list, and its internal communications. The FBI has advised the APP that its records are not subject to FOIA and are therefore not available for release. The APP has expressed its disappointment and has indicated that it may pursue legal action to force the FBI to release its records. The FBI is currently reviewing the APP's request and will advise the APP of the results of its review.

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James Augustine Kennedy, Inc.
By James A. Kennedy

of Appellate Division, Supreme Court of New York

100

Journal of Management Education 36(8) 907-924

Para LLC
 10000 1st Ave
 Suite 100
 Dallas, TX 75243

James Austin Sun Company
 Papyrus, Palmers, and Suncoast
 1212 South South Street
 Dallas, TX 75215

Order to _____ 1994
 Fax Book _____ 1994

1847 20 - 1722	1847 20 - 1722
1847 20 - 1722	1847 20 - 1722

APPLICATION FOR A SPECIAL USE PERMIT

Exhibit 1: Special Use Standards

1. The proposed use and development of the Briargate subdivision as a single family home development in an age restricted community will be in harmony with the general and specific purposes of the Lindenhurst Village Ordinance and for which the regulations of the zoning district in question were established and with the general purpose and intent of the Village of Lindenhurst comprehensive plan.
2. The proposed use and development of the Briargate subdivision as a single family home development in an age restricted community will not have a substantial or undue adverse or detrimental effect upon or endanger adjacent property, the character of the area, or the public health, safety, morals, comfort, and general welfare and not substantially diminish and impair property values within the community or neighborhood.
3. The proposed use and development of the Briargate subdivision as a single family home development in an age restricted community will be constructed, arranged, and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable zoning district regulations.
4. The proposed use and development of the Briargate subdivision as a single family home development in an age restricted community will be served adequately by essential public facilities and services such as streets, public utilities including public water supply system and sanitary sewer, police and fire protection, refuse disposal, public parks, libraries, schools, and other public facilities and utilities or the applicant will provide adequately for such facilities.
5. The proposed use and development of the Briargate subdivision as a single family home development in an age restricted community will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets. Also, adequate measures have been and will continue to be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
6. The proposed use and development of the Briargate subdivision as a single family home development in an age restricted community will not result in the destruction, loss, or damage of any natural, scenic, or historic feature of significant importance.
7. The special use will, 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 by the village board pursuant to the recommendations of the plan commission.

LETTER OF AUTHORITY

Briargate Subdivision

I, Serge DeBustros, as manager of Northern Plains LLC, an Illinois limited liability company, the owner of approximately 100 acres of real property located west of U.S. Highway 45 and north of Illinois Route 32 in Lindenhurst, Illinois, hereby grant to my attorney, Adam M. Heiman, and Gene Kripak, the right to petition for and obtain development approvals for the property, including without limitation, rezoning, special use and/or variation and approval of a plat or plats of subdivision. As the owner, I will join in the execution of any necessary petitions or applications to the extent required by any public or quasi-public body.

SERGE DEBUSTROS

AFFIDAVIT OF OWNERSHIP

COUNTY OF COOK)
) SS
STATE OF ILLINOIS)

I, the undersigned, under oath, state as follows:

1. I am a Manager of Northern Plains LLC, an Illinois limited liability company.
2. Northern Plains LLC is the owner of approximately 100 acres of real property located west of U.S. Highway 45 and north of Illinois Route 32 in Lindenhurst, Illinois.

SERGE DEBUSTROS

Subscribed and sworn to before me
this ____ day of _____, 2018

Notary Public

Hey and Associates, Inc.

Engineering, Ecology and Landscape Architecture

26575 W. COMMERCE DRIVE, SUITE 601

VOLO, ILLINOIS 60073

PHONE (847) 740-0888

FAX (847) 740-2888

MEMORANDUM

To: Gene Kripak

Cc: Serge De Bustros, Loggia LLC

FROM: Vince Mosca, CWS and Bob Kerpec, CWS

DATE: October 11, 2018

RE: Wetland Status
Briargate Subdivision-Lindenhurst

PROJECT NO. 18-0380

On September 14, 2018, Hey and Associates, Inc. staff investigated the above referenced site for wetlands that our firm had previously delineated in 2014. We confirmed the existing wetlands (Wetlands 1, 2, 3, 4 and Farmed Wetland 1) and identified a newly formed wetland (Wetland 5). Wetland 5 appears to have formed due to recent modifications of on-site agricultural drain tiles caused by the installation of underground public utilities on the site and off-site drainage from the neighboring property.

A preliminary jurisdictional determination (PJD) request was submitted on October 5, 2018 to the Lake County Stormwater Management Commission (LCSMC). The field visit with LCSMC and the U.S. Army Corps of Engineers (USACE) took place this morning and it was determined that all the wetlands are isolated. The PJD letter should be issued within a few days.

It is our professional opinion that Wetland 5 will meet the wetland exclusion criteria under the provisions under Watershed Development Ordinance. Once the PJD letter is received and it states that the newly formed Wetland 5 is in fact isolated, an isolated wetland exclusion request for Wetland 5 and supporting documentation will be submitted to the Village's Enforcement Officer for concurrence.

After the exclusion request is acted upon, we will finalize the wetland delineation report.

October 10, 2018

Mr. Clay Johnson
Village Administrator
Village of Lindenhurst
2301 East Sand Lake Road
Lindenhurst, IL 60046

625 Forest Edge Drive, Vernon Hills, IL 60061

TEL 847.478.9700 ■ FAX 847.478.9701

www.gha-engineers.com

Re: Proposed Residential Development – Briargate
IDOT Permit Status

Dear Mr. Johnson:

At the request of Mr. Gene Kripak, please find following a brief history / summary of the steps taken regarding securing access to US Rte 45 for the proposed Briargate residential development from the Illinois Department of Transportation (IDOT). To date GHA has taken the follow steps, made the following submittals on behalf of the Briargate development:

- December 2015 – Preliminary submittal to IDOT of concept plan. No formal response from IDOT nor comments. IDOT requested that the Outlot A (effectively the west half of the US Rte 45 Right of Way) be dedicated before access would be considered.
- May 2018 – Plat of Dedication prepared for Outlot A and submitted along with Environmental Study to IDOT for Review
- July 2018 – Plat Revisions per IDOT comments
- July 2018 – IDOT approves Plat of Dedication for signatures
- July 2018 – Traffic Impact Study Submitted to IDOT for Review – (3-month review period anticipated)
- September 2018 – Request for additional documents from IDOT pertaining to ownership and Title Commitment
- October 2018 – Anticipating comments from IDOT on Traffic Impact Study. Anticipating submittal of supporting documents requested by IDOT pertaining to Plat.

As documented in our Traffic Impact Study, it is our opinion that the additional traffic generated by the planned Briargate development represents a minimal impact on the adjacent roadways. Briargate is expected to generate approximately 80 vehicles (in and out) during the Morning Peak Hour and approximately 90 vehicles (in and out) during the Evening Peak Hour. The primary access will be to US Rte 45 which currently carries nearly 18,000 vehicles per day. Improvements in the form of a northbound left turn lane and a southbound right turn lane at the Deer Trail Drive extension are planned to accommodate the additional traffic. No specific improvements to the regional intersections along US Rte 45 (e.g. at IL Rte 132 or at Sand Lake Road) are required to accommodate the Briargate development traffic.

Should you have any questions or require additional information with respect to the above timeline and summary statement, please do not hesitate to contact me directly at (847) 821-6222.

Sincerely,
Gewalt Hamilton Associates, Inc.



Daniel P. Brinkman, P.E. PTOE
Associate / Assistant Director of Transportation Services

Cc: Gene Kripak – Landmark Asset Partners via email
Serge DeBustros – LOGGIA, LLC via email
Adam Heiman – via email

4523.915 Briargate Lindenhurst IDOT Status 101018.docx



Illinois Department of Natural Resources

One Natural Resources Way Springfield, Illinois 62702-1271
<http://dnr.state.il.us>

Bruce Rauner, Governor

Wayne Rosenthal, Director

October 11, 2018

Gene Kripak
Northern Plains, LLC
1261 Cascade Court North
Lake Forest, IL 60045

RE: Briargate
Project Number(s): 1903036 [1610643]
County: Lake

Dear Applicant:

This letter is in reference to the project you recently submitted for consultation. The natural resource review provided by EcoCAT identified protected resources that may be in the vicinity of the proposed action. The Department has evaluated this information and concluded that adverse effects are unlikely. Therefore, consultation under 17 Ill. Adm. Code Part 1075 is terminated.

This consultation is valid for two years unless new information becomes available that was not previously considered; the proposed action is modified; or additional species, essential habitat, or Natural Areas are identified in the vicinity. If the project has not been implemented within two years of the date of this letter, or any of the above listed conditions develop, a new consultation is necessary.

The natural resource review reflects the information existing in the Illinois Natural Heritage Database at the time of the project submittal, and should not be regarded as a final statement on the site being considered, nor should it be a substitute for detailed site surveys or field surveys required for environmental assessments. If additional protected resources are encountered during the project's implementation, you must comply with the applicable statutes and regulations. Also, note that termination does not imply IDNR's authorization or endorsement of the proposed action.

Please contact me if you have questions regarding this review.

Keith Shank
Division of Ecosystems and Environment
217-785-5500

Applicant: Northern Plains, LLC
Contact: Gene Kripak
Address: 1261 Cascade Court North
Lake Forest, IL 60045

IDNR Project Number: 1903036
Date: 09/17/2018
Alternate Number: 1610643

Project: Briargate
Address: Lindenhurst Village Green, Lindenhurst

Description: Development of a single-family residential subdivision

Natural Resource Review Results

Consultation for Endangered Species Protection and Natural Areas Preservation (Part 1075)

The Illinois Natural Heritage Database shows the following protected resources may be in the vicinity of the project location:

Fourth Lake - Rollins Road Savanna INAI Site
Fourth Lake Fen Nature Preserve
Rollins Savanna Nature Preserve
Black-Crowned Night-Heron (*Nycticorax nycticorax*)
Black-Crowned Night-Heron (*Nycticorax nycticorax*)
Forster's Tern (*Sterna forsteri*)
Wilson's Phalarope (*Phalaropus tricolor*)

An IDNR staff member will evaluate this information and contact you to request additional information or to terminate consultation if adverse effects are unlikely.

Location

The applicant is responsible for the accuracy of the location submitted for the project.

County: Lake

Township, Range, Section:

45N, 10E, 1
45N, 10E, 12



IL Department of Natural Resources
Contact
Keith Shank
217-785-5500
Division of Ecosystems & Environment

Government Jurisdiction
IL Environmental Protection Agency
Permit Section
1021 North Grand Avenue East
P.O. Box 19276
Springfield, Illinois 62794 -9276

Disclaimer

The Illinois Natural Heritage Database cannot provide a conclusive statement on the presence, absence, or condition of natural resources in Illinois. This review reflects the information existing in the Database at the time of this inquiry, and should not be regarded as a final statement on the site being considered, nor should it be a substitute for detailed site surveys or field surveys required for environmental assessments. If additional protected resources are encountered during the project's implementation, compliance with applicable statutes and regulations is required.

Terms of Use

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Ron Adams

From: Shank, Keith [Keith.Shank@Illinois.gov]
Sent: Thursday, October 11, 2018 2:54 PM
To: radams@pearsonbrown.com
Cc: gkripaklap@comcast.net
Subject: Briargate
Attachments: 1903036.Lake.10-11-2018.Briargate Subdivision Term.pdf; 1903036.Lake.10-11-2018.Briargate Subdivision Report.pdf

Ron, the project is in a different watershed than the INAI/Nature Preserve, which makes it much less likely there would be any adverse modification, and the birds' most recent observation dates from 2009 and earlier. There is no breeding habitat on the parcel, though these species might forage there, present.

Keith M. Shank
Manager, Consultation Services
Division of Real Estate Services and Consultation
Office of Realty & Capital Planning
Illinois Dept. of Natural Resources
One Natural Resources Way
Springfield, IL 62702-1271
keith.shank@illinois.gov
Phone (217) 785-4984

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10/11/2018

Ron Adams

From: Duffey, Spring - NRCS-CD, Woodstock, IL [Spring.Duffey@il.nacdnet.net]
Sent: Monday, September 10, 2018 10:52 AM
To: radams@pearsonbrown.com
Cc: Ed Weskerna (ed.weskerna@mchenryswcd.org)
Subject: NRI
Attachments: 4023.pdf

Hi Ron,

Attached is the NRI letter. Our reports are valid for 5 years.

Sincerely,

Spring Duffey
Resource Analyst/McHenry County Wetland Specialist
ISWCDEA Co-Chair
McHenry-Lake County Soil & Water Conservation District
1648 S. Eastwood Dr., Woodstock, IL 60098
815-338-0444 x 3
www.mchenryswcd.org

**McHENRY-LAKE COUNTY
SOIL & WATER
CONSERVATION DISTRICT**



1648 S. Eastwood Dr. Woodstock, Illinois 60098 (815) 338-0444 ext. 3 www.mchenryswcd.org

June 1, 2016

Gene Kripak
1261 Cascade Ct.
North Lake Forest, IL 60045

Re: Parcel # 06-12-201-001, 06-12-201-003, 06-12-201-005, 06-12-201-008,
06-12-201-009

Common Location: Undefined

NRI# L16-030-4023

Zoning Change: R-4 to R-1 (Age Restricted Single Family Home)

Dear Mr. Kripak:

The McHenry-Lake County Soil and Water Conservation District has carefully reviewed your application for Natural Resource Information Report on the Lindenhurst 100, LLC property as applied for in Report # 16-030-4023. The SWCD finds that impact to natural resources from the proposed use is minimal for the purposes of the NRI report. A full Natural Resource Information Report will not be necessary, although we would caution the following about the parcel:

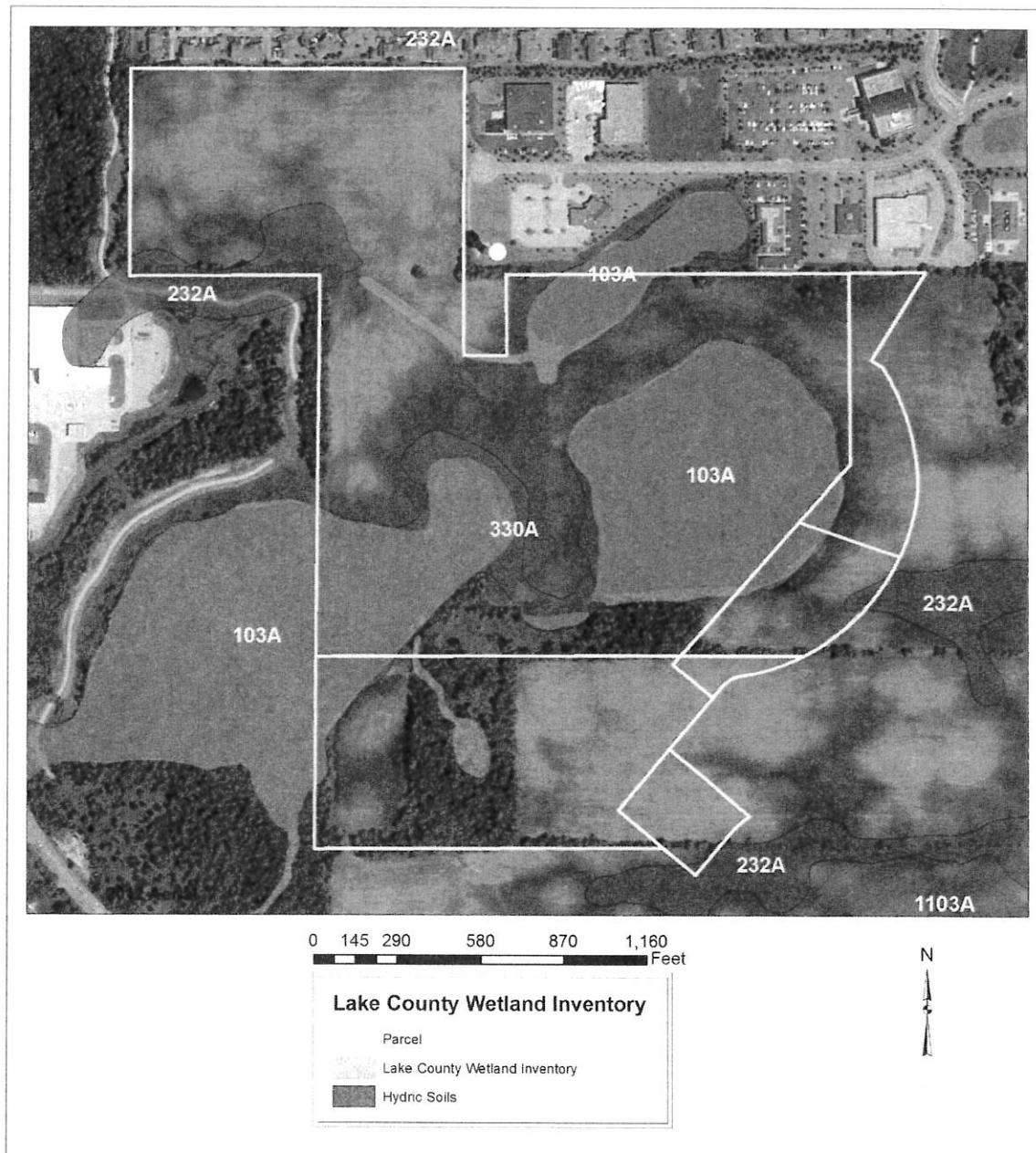
- 1) The site contains hydric soils 103A, 232A and 330A (see attached map). According to the Preliminary Plat prepared by R.E. Allen and Associates, LTD dated 2/16/16, lots 1 through 7 will be within hydric soil. An intensive soil survey can define most accurately the locations of the se hydric soils and any possible hydric inclusions. Hydric soils by definition have seasonal high water at or near the soil surface and/or have potential flooding or ponding problems. All hydric soils range from poorly suited to unsuitable for building.
- 2) The Lake County Wetland Inventory Map (see attached map) indicates that wetlands are present throughout the parcel. Although the majority of the wetlands will be avoided and buffered, it appear that Lot 78 will partially be located within a wetland. We highly discourag e development of wetlands as it can lead to future subsidence and flooding problems.

This letter fulfills your requirement to notify the SWCD of land use changes as per the Illinois Compiled State Statutes, Chapter 70, Par. 405/1 et seq. Illinois Revised Statutes, Ch. 5, Par 106 et seq. Consultation in this matter is considered by the District to be terminated. The District does reserve the right to re-open consultation should new information be brought to our attention. If you have any question s concerning this letter, feel free to call our office.

Sincerely,

Spring M. Duffey
Resource Analyst

Resources for the Future



Resources for the Future

**OWNERSHIP REPORT
NORTH AMERICAN TITLE COMPANY**

120 N LaSalle Street, Suite 800
Chicago, IL 60602
(312)658-1008

Adam Heiman
Adam Heiman
801 Skokie Boulevard, Suite 100
Northbrook, IL 60062

FILE NO.: 15830-18-306785-IL

EFFECTIVE DATE: September 14, 2018

DEAR MR. OR MS. HEIMAN:

IN ANSWER TO YOUR REQUEST, WE GIVE YOU THE FOLLOWING INFORMATION:

1. THE LAND REFERRED TO HEREIN IS DESCRIBED AS FOLLOWS:

Parcel 1:

Lots 1, 10, 15 and 17 in Lindenhurst Village Green, being a subdivision of part of the Southwest quarter and part of the Southeast quarter of Section 1 and part of the Northeast quarter and the Southeast quarter of Section 12, all in Township 45 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded November 10, 2009 as Document Number 6540638, in Lake County, Illinois.

Parcel 2:

Easement for ingress, egress and utilities for the benefit of Parcel 1 over a tract land land as shown as Exhibit "D" attached to easement agreement dated April 27, 2007 and recorded April 30, 2007 as Document Number 6076350, as amended by First Amendment recorded November 10, 2009 as Document Number 6540675 and by second amendment recorded November 10, 2009 as Document Number 6540676, in Lake County, Illinois.

P.I.N.(S): 06-12-201-001, 06-12-201-003, 06-12-201-005, 06-12-201-008, 06-12-201-009 and 06-12-201-010

2. THE LAST DEED(S) OF RECORD FOR THE ABOVE PROPERTY:

- a. Grantor(s): Servco, Inc.
Grantee(s): Northern Plains, LLC
Type of deed: Special Warranty Deed
State stamps: \$1500.00
Recorded: June 22, 2013
Document: 6995390

THE COMPANY'S LIABILITY IS LIMITED TO THE PARTY ORDERING THIS REPORT UP TO A MAXIMUM OF \$95.00 FOR A DIRECT MONETARY LOSS WHICH IS THE PROXIMATE RESULT OF THE COMPANY'S ERROR OR OMISSION IN REPORTING ON THE STATUS OF TITLE AND/OR LIENS, PROVIDED THE COMPANY IS GIVEN PROMPT WRITTEN NOTICE OF THE ERROR OR OMISSION. THIS IS NOT A POLICY OF TITLE INSURANCE.

<http://www.nat.com/illinois> Email: il.title@nat.com



INITIAL FEE QUOTE

North American Title Company
120 N LaSalle Street, Suite 800
Chicago, IL 60602
Phone: (312)658-1008 Fax: (312)445-9791

Adam Heiman
801 Skokie Boulevard, Suite 100
Northbrook, IL 60062

Order Number: 15830-18-306785-IL

Invoice Date: September 19, 2018

Invoice Number: 15830-18-306785-IL

Seller(s):

Property Description:

0 N US Highway 45, Lindenhurst, IL 60046

Description	Seller Charge	Buyer Charge
Ownership Report	0.00	95.00
TOTALS:		0.00 95.00
GRAND TOTAL:		95.00

SINCERELY,

NORTH AMERICAN TITLE COMPANY

<http://www.nat.com/illinois> Email: il.title@nat.com

VILLAGE OF LINDENHURST ESCROW ACCOUNT AGREEMENT

I, the undersigned, understand that the Village of Lindenhurst requires an escrow account to be established for payment of fees related to requests for rezoning, subdividing, development of property, special use requests, variances, appeals from an administrative decision, architectural review and annexation requests. The purpose of escrow is to provide surety for reimbursement of professional land planning review services undertaken by the Village Planning Consultant and related legal services provided by the Village Attorney. The Village of Lindenhurst charges a 3.5% administration fee for managing the escrow and providing payments and billing services. Monthly statements reflecting the amount debited from the escrow are mailed to the escrowee and payable upon receipt. The bill reflects the amount charged against the escrow and the like amount needed to replenish the escrow originally established. The Village Administrator is authorized to establish the escrow value based on a fair assumption of anticipated monthly billing amounts, and nature and scope of the service(s) being provided and complexity of proposal. Upon completion of the project escrow balances will be refunded.

Name of Project: Briargate Development

Address, Location or Legal Description of Property: _____

West of U.S. Highway 45 and north of Illinois Route 132

Legal Description Attached

Action Being Requested: Submission of Preliminary Plat for development of

property, including rezoning with a special use permit

Escrow Account Billing Name: Northern Plains LLC

Address: 450 East Waterside Drive, Unit 2808, Chicago, IL 60601

Phone #: 708-466-3940

(OVER)

ADAM HEIMAN
AGENT FOR Fidelity National Title Insurance Company
205 W RANDOLPH, SUITE 610
CHICAGO, IL 60606
PHONE: (312)425-1501

SCHEDULE C

FILE NUMBER: 15824-14-01853K

COMMITMENT NUMBER: .

PARCEL 1:

LOTS 1, 10, 15 AND 17 IN LINDENHURST VILLAGE GREEN, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF SECTION 1 AND PART OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 12, ALL IN TOWNSHIP 45 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 10, 2009 AS DOCUMENT NUMBER 6540638, IN LAKE COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS, EGRESS AND UTILITIES FOR THE BENEFIT OF PARCEL 1 OVER A TRACT OF LAND AS SHOWN ON EXHIBIT D ATTACHED TO EASEMENT AGREEMENT DATED APRIL 27, 2007 AND RECORDED APRIL 30, 2007 AS DOCUMENT NO. 6176350, AS AMENDED BY FIRST AMENDMENT RECORDED NOVEMBER 10, 2009 AS DOCUMENT NUMBER 6540675 AND BY SECOND AMENDMENT RECORDED NOVEMBER 10, 2009 AS DOCUMENT NUMBER 6540676, IN LAKE COUNTY, ILLINOIS.

PERMANET INDEX NUMBER(S) : 06-12-201-003 (AFFECTS: LOT 1)
06-12-201-005 (AFFECTS: PT OF LOT 10)
06-12-201-009 (AFFECTS: PT OF LOT 10)
06-12-201-001 (AFFECTS: PT OF LOT 15)
06-12-201-008 (AFFECTS: PT OF LOT 15)
06-12-201-010 (AFFECTS: LOT 17)

Signature of Applicant

State of Illinois
County of Lake _____

Signed before me on _____ (date) by _____

(name of person)

Signature of Notary Public (Seal)

Escrow Account Amount: \$ _____

Approval of Village Administrator _____

**FIRST AMENDMENT
TO
ANNEXATION AGREEMENT**

THIS FIRST AMENDMENT TO ANNEXATION AGREEMENT, dated as of this ____ day of _____, 2018, is an amendment to the Annexation Agreement dated March 21, 2007 (the “**Agreement**”), and is entered into by and between **NORTHERN PLAINS LLC**, an Illinois limited liability company, as successor-in-interest to Lindenhurst Land Company, LLC, (“**NP**”) and the **VILLAGE OF LINDENHURST**, an Illinois municipal corporation (“**Village**”).

RECITALS:

WHEREAS, on March 21, 2007, the Village, Lindenhurst Land Company, LLC (“**Nasr**”), MCW Property Corporation (“**MCW**”) and OliverMcMillan, LLC (“**OM**”) entered into the Agreement. Reference is made to the Agreement for the definitions of capitalized terms herein which are not otherwise defined herein. The parties recorded the Agreement on April 30, 2007 in the Office of the Recorder of Deeds for Lake County, Illinois as Document Number 6176345;

WHEREAS, pursuant to Article XVI, Section K of the Agreement, the parties acknowledged that certain future amendments to the Agreement may affect only a portion of the Property, and in such event, the Agreement may be amended by written agreement between the Village and the legal owners of fee title to that portion of the Property which is subject to and affected by such amendment as provided by law; provided, that such amendment, if not executed by the then Owners of other portions of the Property, shall in no manner alter, amend, or modify any of the rights, duties or obligations as set forth in the Agreement as they pertain to such other portions of the Property;

WHEREAS, NP desires to amend the Agreement only as it affects its property, legally described on **Exhibit “A”** attached hereto and made a part hereof (the “**NP Property**”), and which such amendment shall not alter, amend or modify any of the rights, duties or obligations as set forth in the Agreement as they pertain to such other portions of the Property; and

WHEREAS, the Village consents to amend the Agreement in the manner set forth below.

NOW THEREFORE, in consideration of the foregoing, NP and the Village hereby agree as follows:

1. Recitals. Recitals are hereby incorporated by reference.
2. Development of NP Property. Development of the NP Property is undertaken solely by NP, its successors and/or assigns, pursuant to a petition for development and zoning approvals (the “**Village Petition**”). As such, the development of the NP Property is contingent upon all of the approvals sought by NP being given.
3. Map Amendments and Variation. Pursuant to Article V, Section C.3. of the Agreement, an Owner may request from the Village a Map Amendment or Variation without amending the Agreement. NP will submit together with the Village Petition, an application for

zoning change, a copy of which is attached hereto as **Exhibit “B” (“Rezoning Application”)** requesting the NP Property be rezoned from its existing CBR2 and R-4 Zoning Classifications to an R-1 Zoning Classification, and, an application for a special use permit requesting the NP Property receive a special use permit for a senior housing, age restricted single family development, a copy of which is attached hereto as **Exhibit “C” (“Special Use Permit”)**.

4. Preliminary Plat Approval, Tentative Plat Approval and Final Plat Approval. NP shall submit to the Village a preliminary plat (“**NP Preliminary Plat**”). The Village’s approval of the NP Preliminary Plat and final plat shall not be subject to permits as issued by the Illinois Department of Transportation (“**IDOT**”).

5. Architectural Approval for NP Property. Pursuant to Article V, Section I of the Agreement, the Village and any Owner may mutually agree on an architectural design style different from that provided in the Agreement. Pursuant to a written application by NP, NP will provide the proposed architectural design style. The homes on the NP Property shall be in substantial conformance with the architectural requirements of an R-1 zoning district with a special use for senior housing, age restricted.

Five (5) illustrative color elevations shall be provided with the NP Preliminary Plat to serve as examples of architectural character for the ranch-style homes. The exteriors reflect general standard materials, colors, massing and architectural detailing. The 40 foot wide homes are standard industry widths and the infinite combinations of floor plan, exterior variations and color combinations will generate dozens of exterior packages delivering a varied and attractive streetscape.

6. Roadways. Pursuant to an Agreement dated March 22, 2018 entered into by and between NP and Lindenhurst Village Green LLC, a Delaware limited liability company and successor-in-interest to OM (“**LVG**”), and recorded by Memorandum of Agreement on June 4, 2018 in the Office of the Lake County Recorder of Deeds as document number 7487975 (the “**Briargate Agreement**”), NP shall construct an access road from the NP Property to Route 45 (“**Briargate Boulevard**”), and certain other roadway improvements in connection with Briargate Boulevard, including to the north and south of the access point for Briargate Boulevard on Route 45 and to Route 45. Such roadway improvements shall be constructed in satisfaction of the requirements of IDOT. Briargate Boulevard shall have two (2) inbound and two (2) outbound lanes separated by a landscaped island.

All street rights-of-way within the NP Property, and Briargate Boulevard, shall be publicly owned and maintained with dedicated 60 feet rights-of-way and 27 feet back to back of curb widths, with appropriate easements for public access and utilities.

Interior street design geometry shall permit reverse and compound curve, fifty (50) foot and greater centerline street curve radii and cul-de-sac length of up to 1000 feet, as dictated by the vast wetland areas and extreme configurations of the NP Property, creating severe constraints on traditional street design and limiting efficient double-loading of homes.

7. Spine Road. NP intends that the roadway traversing the Property and connecting Route 45 with Route 132 (Grand Avenue), referred to in the Agreement as “Spine Road” shall be

preserved. NP will provide an easement for the construction of Spine Road to the appropriate parties over the southern portion of Lot 17 of the NP Property as previously granted under the Easement Agreement recorded April 30, 2007 as document number 6176350, as amended from time to time (the "Spine Road Easement").

8. Sanitary Sewer and Water. Prior to submitting its preliminary or final plat for approval to the Village Board, NP shall have approved by the Village Board a sanitary and potable water utility plan applicable to the NP Property.

9. Stormwater Management. Pursuant to the terms and provisions of the Briargate Agreement, NP shall be solely responsible for and shall pay any design and engineering costs required to address storm water management as a result of storm water run-off generated by the impervious coverage created by the construction of Briargate Boulevard.

10. Bicycle Path. NP will create four (4) new distinct bicycle paths. Two direct connections are planned for linkage to the Millennium Trail, one at the northwest portion of the NP Property and the second at a center west location. The third proposed path will meander through a linear park that links Millennium Trail to the property where the Northwestern Health and Fitness Club currently exist. The fourth proposed path will be constructed on the north side of Falling Waters Drive.

11. Sidewalks. Sidewalks parallel to the roadways shall be four (4) feet wide and located per the engineering plan submitted with the Preliminary Plat.

12. Impact Fees.

a. *Public Facilities Fee.* The Village shall be entitled to collect upon the issuance of a building permit for each residential structure on a lot within the NP Property \$0.00 per age restricted housing unit as a public facilities donation.

b. *School Donations.* As the development of the NP Property is age-restricted, there shall be no school donations or impact fees required. Additional property tax revenues from the construction of the homes shall provide sufficient fees to the schools.

c. *Park Donation.* In lieu of any cash donation, NP will donate approximately forty (40) acres to the Village or Park District.

d. *Building Permit Fees.* The Village shall credit NP twenty-five percent (25%) of the required customary building permit fees for each structure on a lot within the NP Property as consideration for NP's construction of roadway improvements to Route 45 and the development of Briargate Boulevard.

e. *Sewer and Water Fees.* Any sewer and water tap-on fees required by the Village shall be discounted by fifty percent (50%) due to reduced PE usage.

f. *Miscellaneous Credits.* NP requests additional credits for other impact fees as consideration for the numerous roadway and utility improvements NP will make initiating at Route

45 and opposite Deer Trail Drive, proceeding west on Briargate Boulevard, heading north and west on Briargate Drive to Spring Drive and north to the extension of Falling Waters Boulevard. Such improvements will provide dual ingress and ingress to the NP Property, two access points for fire and police departments and the looping of all utilities.

g. *Timing of Payment.* Except for payment of any building permit fees, neither NP, nor its successors or assigns, shall be required to donate, pay, contribute or advance any land, money or any other thing of value, either now existing or hereafter created, to the Village or through the Village to any other governmental or public or quasi-public body, or be required to pay any permit, license, annexation, impact, inspection, plan review, occupancy permit, utility, application, user, tap-on or other similar fees or construct or pay for any public improvements until the last home on the NP Property is constructed and sold.

13. Utilities. Utility connections shall be accepted as shown on the engineering documents provided with the Preliminary Plat, without any right of reimbursement by the Village.

14. Signage. NP will require both permanent and temporary signage locations:

a. *Permanent:* NP will request permanent signage from the Village, two (2) on the Briargate Boulevard island and one (1) on the proposed island at the end of Falling Waters Boulevard. NP will request permanent signage from LVG on both sides of the right-of-way entry at Route 45.

b. *Temporary:* The Village shall permit temporary signage along Route 45 and on the interior right-of-way for a period not less than five (5) years. Such temporary signage shall be subject to LVG's approval.

15. Affordable Housing. With regards to the NP Property, Article XI, Section B of the Agreement shall not be applicable.

16. Permits. The Village shall grant early grading permits within ten (10) days of issuance of final plat approval or sooner as may be agreed to by the Village upon formal request from NP.

17. Temporary Facilities. The Village shall permit and approve the following:

- a. Stone roads to the NP Property, construction trailers, models under construction and staging.
- b. Ability to run generators from 6:00 a.m. to 6:00 p.m.
- c. Ability to hold and utilize temporary sanitary holding tanks.
- d. Delivery of engineering plans, plat and post security in phases.
- e. Construction hours from 6:00 a.m. to 6:00 p.m. year round.

18. Natural Resource Preservation. The NP Property, as proposed to be developed, shall meet all requirements of the Village of Lindenhurst Municipal Code, including protecting at least 70% of mature and 40% of young woodlands, 100% of the ponds and lakes. Any removal and clearing of vegetation shall be in full compliance with the natural resource protection standards. Individual tree identification within protected natural woodland areas shall not be required.

19. Bulk Limitations. All bulk standards shall meet or exceed all standards. as required by the Village of Lindenhurst Municipal Code.

20. Construction Standards.

- a. Slab foundation construction shall be standard, with basements and walk-outs optional.
- b. Vinyl siding shall be standard exteriors with brick and stone used as accents.
- c. No sprinklers shall be required.
- d. CPVC water lines shall be permitted in all dwellings.
- e. CSST gas piping shall be permitted in all dwellings.

21. Notices. All notices for NP shall be submitted as follows:

Northern Plains LLC
c/o Serge DeBustros
450 East Waterside Drive, Unit 2808
Chicago, IL 60601

With a copy to: Adam M. Heiman
c/o Benjamin, Gussin & Associates
801 Skokie Boulevard, Suite 100
Northbrook, IL 60062

22. Capitalized Terms. Capitalized terms not otherwise defined herein shall have the same meaning ascribed to them in the Agreement.

[signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this First Amendment to Annexation Agreement, as of the day and year first above written.

NORTHERN PLAINS LLC,
an Illinois limited liability company

VILLAGE OF LINDENHURST

By: _____
SERGE DeBUSTROS, Manager

By: _____

Its: _____

COUNTY OF COOK

COUNTY OF LAKE

STATE OF ILLINOIS

STATE OF ILLINOIS

Subscribed and sworn to before me this _____
day of _____, 2018

Subscribed and sworn to before me this _____
day of _____, 2018

Notary Public

Notary Public

My commission expires: _____

My commission expires: _____

By: _____
NABIL BARAKAT, Manager

COUNTY OF COOK

STATE OF ILLINOIS

Subscribed and sworn to before me this _____
day of _____, 2018

Notary Public

My commission expires: _____

EXHIBIT "A"

Legal Description

Parcel 1:

Lots 1, 10, 15 and 17 in Lindenhurst Village Green, Being a Subdivision of Part of the Southwest Quarter and Part of the Southeast Quarter of Section 1 and Part of the Northeast Quarter and the Southeast Quarter of Section 12, All in Township 45 North, Range 10 East of the Third Principal Meridian, According to the Plat Thereof Recorded November 10, 2009 as Document Number 6540638, in Lake County, Illinois.

Parcel 2:

Easement for Ingress, Egress and Utilities for the Benefit of Parcel 1 over a Tract of Land as Shown on Exhibit D Attached to Easement Agreement Dated April 27, 2007 and Recorded April 30, 2007 as Document No. 6176350, as Amended by First Amendment Recorded November 10, 2009 as Document Number 6540675 and by Second Amendment Recorded November 10, 2009 as Document Number 6540676, in Lake County, Illinois.

Permanent Index Numbers:

06-12-201-003

06-12-201-005

06-12-201-009

06-12-201-001

06-12-201-008

06-12-201-010

EXHIBIT "B"
Rezoning Application

EXHIBIT "C"

Special Use Permit

**AMENDED AND RESTATED
SITE DEVELOPMENT AGREEMENT**

THIS AMENDED AND RESTATED SITE DEVELOPMENT AGREEMENT is made as of _____, 2018 ("**New SDA**"), by and among **NORTHERN PLAINS LLC**, an Illinois limited liability company, ("**NP**"), **LINDENHURST VILLAGE GREEN LLC**, a Delaware limited liability company ("**LVG**"), **MACOM TECHNOLOGIES, LLC**, an Illinois limited liability company ("**Macom**"), and **SAKKARA FARMS, LLC**, an Illinois limited liability company ("**Sakkara**"). The foregoing entities are herein sometimes individually referred to as "**Party**", and collectively referred to as the "**Parties**".

RECITALS:

A. **LVG INVESTMENT GROUP, LLC**, an Illinois limited liability company ("**LVG Investment Group**"), **LINDENHURST LAND COMPANY, LLC**, an Illinois limited liability company ("**Lindenhurst**"), **MCW PROPERTY CORPORATION**, an Illinois corporation ("**MCW**") and **OLIVER McMILLAN LINDENHURST, LLC**, a Delaware limited liability company ("**OM**") entered into a Site Development Agreement dated April 27, 2007 (the "**SDA**"). **LVG**, **Lindenhurst**, **MCW** and **OM** may hereinafter be collectively referred to as the "**Original Parties**".

B. The Original Parties subsequently entered into a First Amendment to Site Development Agreement on December 4, 2007 (the "**First Amendment**").

C. The Original Parties, together with **Sakkara** entered into a Second Amendment to Site Development Agreement dated November 10, 2009 (the "**Second Amendment**"). The **SDA**, the **First Amendment** and the **Second Amendment** shall collectively be referred to as the "**Original SDA**".

D. None of the Original Parties own a fee title interest in any of the land which is the subject of the Original **SDA**.

E. The land subject to the **New SDA** is subject to a Final Plat of **Lindenhurst Village Green**, recorded on November 10, 2009 as document number 6540638 (the "**Plat**"). A copy of page 2 of the Plat detailing the individual lots is attached hereto as **Exhibit "A"**. The property owned by **Sakkara** is the subject of a Final Plat of Subdivision of First Addition to **Lindenhurst Village Green** recorded on November 10, 2009 as document number 6540648 (the "**Sakkara Plat**"). Attached hereto as **Exhibit "B"** is a copy of page 1 of the **Sakkara Plat**.

F. Attached hereto as **Exhibit "C"** is the legal description of the platted lots as they are now owned by the Parties. The property owned by **NP** shall hereinafter be referred to as the "**NP Property**". The property owned by **LVG** shall hereinafter be referred to as the "**LVG Property**". The property owned by **Macom** shall hereinafter be referred to as the "**Macom Property**". The property owned by **Sakkara** shall hereinafter be referred to as the "**Sakkara Property**".

G. The Parties, as successors-in-interest to the Original Parties and the current fee title owners to all the real property which is the subject of the Original SDA desire to amend and restate the terms of the Original SDA, which such agreement shall be void and of no force and effect.

NOW THEREFORE, in consideration of the mutual agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Recitals. The foregoing recitals are hereby incorporated into and made a part of this New SDA.

2. Improvements.

(a) NP desires to develop the NP Property as an age-restricted community with approximately 230 single-family homes (the “**NP Property Improvements**”) to be completed in accordance with the NP Property Construction Documents, and all applicable requirements of all governmental authorities having jurisdiction over the construction of the NP Property Improvements. The “**NP Property Construction Documents**” shall include the plans and specifications for construction of the NP Property Improvements, as approved by NP and the Village of Lindenhurst (the “**Village**”).

(b) It is understood and agreed that, except as otherwise provided in this New SDA, NP shall have sole and exclusive control of the performance of the NP Property Improvements.

3. Briargate Agreement.

(a) NP and LVG have entered into an Agreement dated March 22, 2018 (the “**Briargate Agreement**” which provided for, *inter alia*, the following:

(i) Dedication of a portion of the LVG Property, identified as Outlot A to the Illinois Department of Transportation (“**IDOT**”) in order to provide ingress and egress to the NP Property;

(ii) Improvements and construction of an access road to provide ingress and egress from the NP Property to Route 45 (the access road shall hereinafter be identified as “**Briargate Boulevard**”); and

(iii) Certain roadway improvements in connection with the construction of Briargate Boulevard, including to the north and south of the access point for Briargate Boulevard on Route 45 and to Route 45 (the “**Access Point Improvements**”).

(b) NP and LVG also caused a Memorandum of the Briargate Agreement to be recorded on June 4, 2018 in the Office of the Recorder of Deeds for Lake County, Illinois as document number 7487975 (the “**Briargate Memorandum**”).

(c) NP and LVG acknowledge and agree, by the terms and provisions of this New SDA, that the rights and obligations of each Party under the Briargate Agreement, including but not limited to NP's right of recapture, shall remain in full force and effect.

4. Annexation Agreement.

(a) The Original Parties and the Village entered into an Annexation Agreement dated March 21, 2007 (the "**Annexation Agreement**") which annexed the properties owned by the Original Parties to the Village and addressed various other matters with regards to such annexation. The Annexation Agreement was recorded on April 30, 2007 in the Office of the Recorder of Deeds for Lake County, Illinois as document number 6176345.

(b) The Parties shall cooperate and comply with the terms and provisions of the Annexation Agreement, as amended from time to time, to the extent applicable to each Party's property, and shall fulfill all obligations under the Annexation Agreement with respect to each Party's property, in a timely and diligent manner and at such Party's cost so as not to delay or impair development of another Party's property. This obligation shall run with the land and shall be binding upon the successor owners of each property.

5. Development of Other Properties. The Parties acknowledge and agree that each Party shall have exclusive control over the development of its own property provided that:

(i) any such development is in compliance with all applicable requirements of all governmental authorities having jurisdiction over the development of each property;

(ii) any such development does not affect any other Party's property or ingress and egress to such other Party's property; and

(iii) no Party shall cause to be developed on their property affordable housing units.

6. Notices. All notices, demands and requests required or permitted to be given under this New SDA (collectively, the "**Notices**") must be in writing and must be delivered personally, by e-mail (provided that such Notice is confirmed by delivering an original copy of such Notice on the same day to a nationally recognized overnight courier for delivery to the addressee(s) on the next business day), by nationally recognized overnight courier, or sent by United States certified mail, return receipt requested, postage prepaid and addressed to the parties at their respective addresses set for the below. Notices shall be effective upon receipt if delivered personally or by email, or on the next business day if sent by overnight courier, or three (3) business days after deposit in the mail if mailed. The initial addresses of the parties shall be:

To NP:	Northern Plains LLC
	c/o Serge DeBustros
	450 East Waterside Drive, Unit 2808
	Chicago, IL 60601
	Email: loggia2010@msn.com

With a copy to: Adam M. Heiman
c/o Benjamin, Gussin & Associates
801 Skokie Boulevard, Suite 100
Northbrook, IL 60062
Email: aheiman@bgalawfirm.com

To LVG: Rick Strawn
Principal Global Investors
801 Grand Avenue
Des Moines, Iowa 50392
Strawn.Rick@principal.com

With a copy to: Alan Kress
c/o Principal Financial Group
711 High Street
Des Moines, Iowa 50392
Email: kress.alan@principal.com

To Macom and Sakkara:
Mr. Tamer Nasr

With a copy to: Randy Evangelides
785 Wexford Court
Grayslake, IL 60030
Email: revangelides@hotmail.com

Each Party shall have the right to change its address and shall provide notice to the other Parties of such change.

7. Relationship of Parties. Nothing contained in this New SDA shall be deemed or construed, either by the Parties hereto or by any third party, to create the relationship of principal and agent or to create any partnership, joint venture or other association.

8. Costs and Attorney's Fees. If any party brings or commences any legal action or proceeding to enforce any of the terms of this New SDA (or for damages by reason of an alleged breach of this New SDA), the prevailing party in such action shall be entitled to recovery of all reasonable costs and expenses of litigation, including reasonable attorneys' fees.

9. Exhibits. Each exhibit attached to and referred to in this New SDA is hereby incorporated by reference as though set forth in full where referred to herein.

10. Counterparts. This New SDA may be signed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one instrument.

11. Governing Law. This New SDA shall be governed by the laws of the State of Illinois.

12. Preparation. The preparation of this New SDA has been a joint effort of the Parties and, accordingly, this New SDA shall not be construed more severely against either of the Parties.

13. Captions. The captions of this New SDA are inserted only for the purpose of convenient reference, and do not define, limit or prescribe the scope or intent of this New SDA or any part of this New SDA.

14. Amendment. This New SDA may only be amended in writing executed by all Parties hereto.

15. Successors and Assigns. This New SDA shall be binding upon and inure to the benefit of the Parties, their successors and assigns including, but not limited to, successor owners of record, successor developers, lessees and successor lessees.

16. Covenants Running with the Land. The terms and conditions of this New SDA shall constitute real estate covenants which shall run with the land and each Party's property and be binding upon the successors, assigns, purchasers and grantees of each Party.

17. Memorandum. The Parties shall execute and record in conjunction with this New SDA a Memorandum of Amended and Restated Site Development Agreement. A copy of this Memorandum of Amended and Restated Site Development Agreement shall be attached hereto as **Exhibit "D"**.

[signature pages to follow]

IN WITNESS WHEREOF, the undersigned have executed this Amended and Restated Site Development Agreement, as of the day and year first above written.

NORTHERN PLAINS LLC,
an Illinois limited liability company

By: _____
SERGE DeBUSTROS, Manager

By: _____
NABIL BARAKAT, Manager

LINDENHURST VILLAGE GREEN LLC,
a Delaware limited liability company

By: Principal Lindenhurst, LLC,
a Delaware limited liability company

By: Principal Real Estate Investors, LLC,
a Delaware limited liability company

By: _____
Alan Kress, Counsel

By: _____
Rick Strawn, Managing Director

MACOM TECHNOLOGIES, LLC,
an Illinois limited liability company

By: _____

Its: _____

SAKKARA FARMS, LLC,
an Illinois limited liability company

By: _____

Its: _____

EXHIBIT "A"

Final Plat of Subdivision

EXHIBIT "B"

Sakkara Plat

EXHIBIT "C"

Legal Description

EXHIBIT "D"

Memorandum of Amended and Restated Site Development Agreement