WHEELING PLAN COMMISSION
THURSDAY, SEPTEMBER 29, 2016 6:30 P.M.

AGENDA FOR A SPECIAL MEETING OF THE PLAN COMMISSION
to be held in the Board Room of the Village Hall
2 Community Boulevard, Wheeling, Illinois

Revised September 23, 2016

This meeting will stream live and be televised on Wheeling's Cable Channels 17 & 99

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1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. CHANGES TO THE AGENDA

5. CITIZEN CONCERNS AND COMMENTS

6. CONSENT ITEMS

A) Docket No. SCBA 16-22
PhilHaven
2418 E. Hintz Road
Appearance Approval of a Freestanding Sign

7. ITEMS FOR REVIEW

A) Docket No. PC 16-9
Law Office
199 N. Milwaukee Avenue
Minor Site Plan & Appearance Approval of Façade Modifications

B) Docket Nos. 2016-20A&B and PC 16-11
Wheeling Town Center
351 W. Dundee Road
(2016-20A) Special Use-Site Plan Approval of a Final Planned Unit Development for Retail and Multi-Family Residential Uses
(2016-20B) Special Use-Site Plan Approval for an Indoor Theater
(PC 16-11) Approval of Preliminary Plat of Subdivision

8. APPROVAL OF MINUTES – September 8, 2016 (includes Findings of Fact for Docket No. 2016-18)

9. OTHER BUSINESS

10. ADJOURNMENT

IF YOU WOULD LIKE TO ATTEND A VILLAGE MEETING BUT REQUIRE AUXILIARY AID SUCH AS A SIGN LANGUAGE INTERPRETER, PLEASE CALL (847) 459-2600 AT LEAST 72 HOURS PRIOR TO THE MEETING.

Public Hearing Information
Wheeling Plan Commission Meeting
September 29, 2016
(Attachment to Agenda)

Docket No. 2016-20A&B WTC LLC, contract owner, is seeking the following for the property known as the Wheeling Town Center Development (consisting of: the vacant parcel at 351 W. Dundee Road, the commuter parking for the Wheeling Metra Station, and the existing right-of-way of Northgate Parkway):

2016-20(A) Special Use-Site Plan Approval of a Final Planned Unit Development for Retail and Multi-Family Residential Uses in the MXT Transit Oriented Mixed Use District, as required under Chapter 19-05 Mixed Use and Overlay Districts, Chapter 19-09 Planned Unit Developments; Chapter 19-10 Use Regulations, and Chapter 19-12 Site Plan Approval Requirements, and associated sections; and

2016-20(B) Special Use-Site Plan Approval for an Indoor Theater in the MXT Transit Oriented Mixed Use District, as required under Chapter 19-05 Mixed Use and Overlay Districts, Chapter 19-09 Planned Unit Developments; Chapter 19-10 Use Regulations, and Chapter 19-12 Site Plan Approval Requirements, and associated sections.

REQUEST FOR PLAN COMMISSION ACTION
STAFF PROJECT REVIEW

TO: Chairperson Ruffatto and Members of the Wheeling Plan Commission

FROM: Andrew C. Jennings, Director of Community Development
Brooke A. Jones, Senior Planner

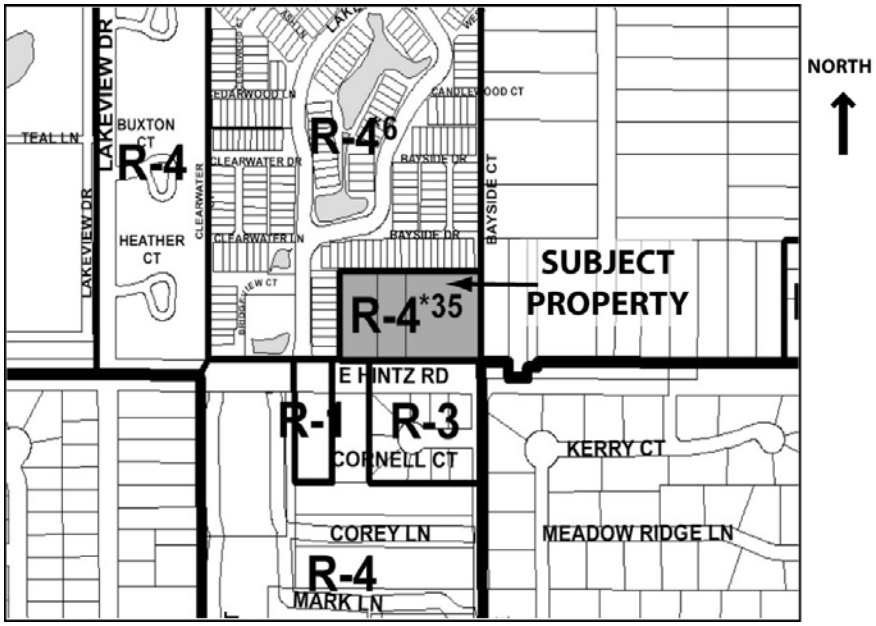
RE: Docket No. SCBA 16-22
PhilHaven
2418 E. Hintz Road
Appearance Approval of a Freestanding Sign

DATE OF REPORT: September 22, 2016

DATE OF MEETING: September 29, 2016

PROJECT OVERVIEW: The petitioner is appearance approval of a freestanding sign for a recently approved multi-family residential building.

LOCATION MAP:



GENERAL PROPERTY INFORMATION

Applicant Name: Stantec Architecture

Property Owner Name: DDG Philhaven, LLC

Common Property Address: 2418 E. Hintz Road

Common Location: Located on the north side of Hintz Road, east of the intersection with Lakeside Drive

Neighboring Property Land Use(s):	North: Multi-Family Residential West: Multi-Family Residential South: Multi-Family Residential / Single-Family Residential East: Industrial
Existing Use of Property:	Multi-Family Residential
Existing Property Zoning:	R-4 Multi-Family Residential

DESCRIPTION OF PROPOSAL

The petitioner is requesting appearance approval of a subdivision entrance sign for the PhilHaven apartment complex, which is currently under construction.

SIGN REVIEW

Sign Location: The proposed sign will have a 11'4" setback, whereas 10' is required. The sign will be placed just west of the access drive from Hintz Road.

Sign Type and Size: A double-sided monument-style freestanding sign is proposed that includes a cast stone veneer with a cast stone cap and base. A photograph of the cast stone is provided to show that it matches the cast stone of the building. The brick sample in the photo is the building brick (and will not be used on the sign). The sign will be externally illuminated with up lighting.

The sign is 5'3.5" in height and each sign face is 36 sq. ft. in size. Non-illuminated lettering and key-shaped logo are proposed. The logo and lettering will be stainless steel. The key logo is orange and the lettering is dark blue. The address is mounted below the subdivision name.

The sign meets the requirements of the Sign Code.

Landscaping: A landscape plan is proposed for the subdivision monument sign that exceeds the size requirements of the Sign Code. The proposed area is approximately 154 sq. ft. The required area is 72 sq. ft. The proposed landscape plan meets the species mix requirements of the Sign Code. It includes dwarf evergreens (everlow yew), winter interest (Cranberry Cotoneaster), deciduous shrubs (calaminth), and perennials (alpine betony, allium, white flower carpet rose).

STAFF REVIEW

Impact on adjacent uses: No impact on adjacent uses is expected.

Staff Recommended Action: Staff recommends approval of the freestanding sign.

PROPOSED MOTION

If the Plan Commission approves of the requested freestanding sign at PhilHaven, an appropriate motion would be to:

Approve Docket No. SCBA 16-22 to grant appearance approval for the proposed freestanding sign in accordance with the following exhibits submitted September 14, 2016 (except as noted) by Stantec Architecture for PhilHaven, located at 2418 E. Hintz Road, Wheeling, Illinois:

- A-2 Monument Sign Plan,
- A-3 Cast Stone Photo,
- NL-01 Non-lit Letter Plan, and
- L-100 Landscape Plan (9.22.2016).

Andrew C. Jennings, AICP
Village Planner

Brooke A. Jones
Senior Planner

Attachments:

Photo of existing conditions (staff)

A-2 Monument Sign Plan

A-3 Cast Stone Photo

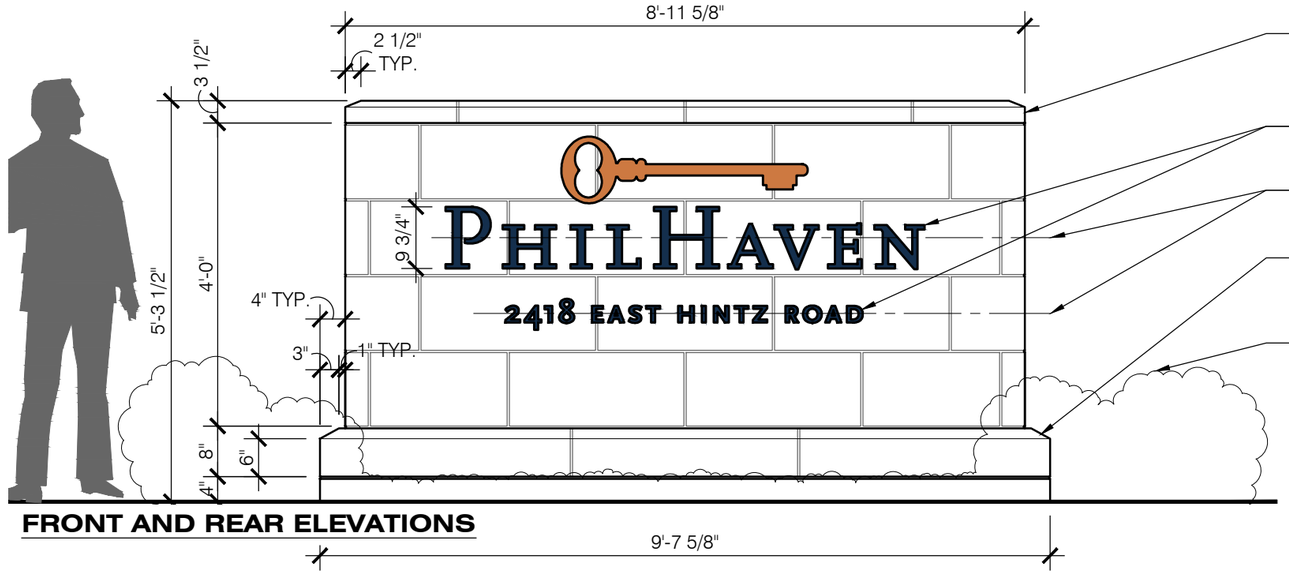
NL-01 Non-lit Letter Plan

L-100 Landscape Plan (9.22.2016)

PhilHaven– 2418 E. Hintz Road

Docket No. SCBA 16-22 (Appearance Approval of a Freestanding Sign)

Existing conditions of new residential building



FRONT AND REAR ELEVATIONS

CAST STONE VENEER AND CAP, TYP. SEALANT COLOR TO MATCH CAST STONE

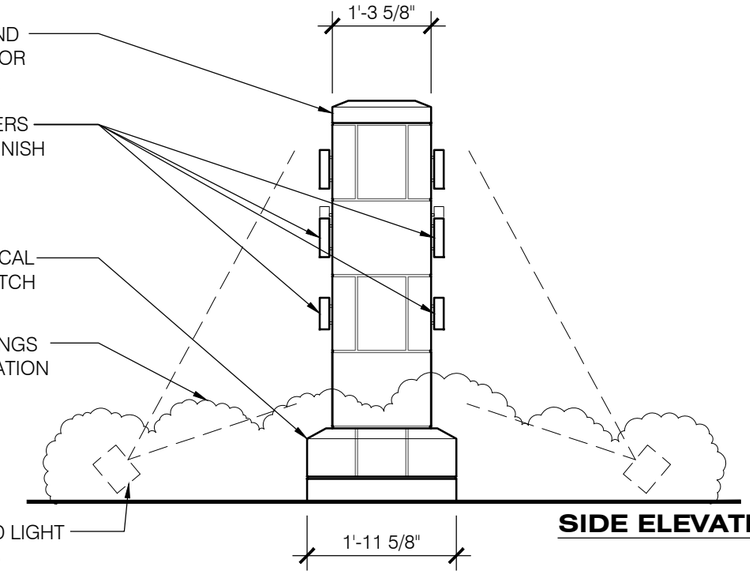
1 1/2" THICK ALUM LETTERS WITH SATIN BRUSHED FINISH

CENTERLINE OF CAST STONE AND LETTERS

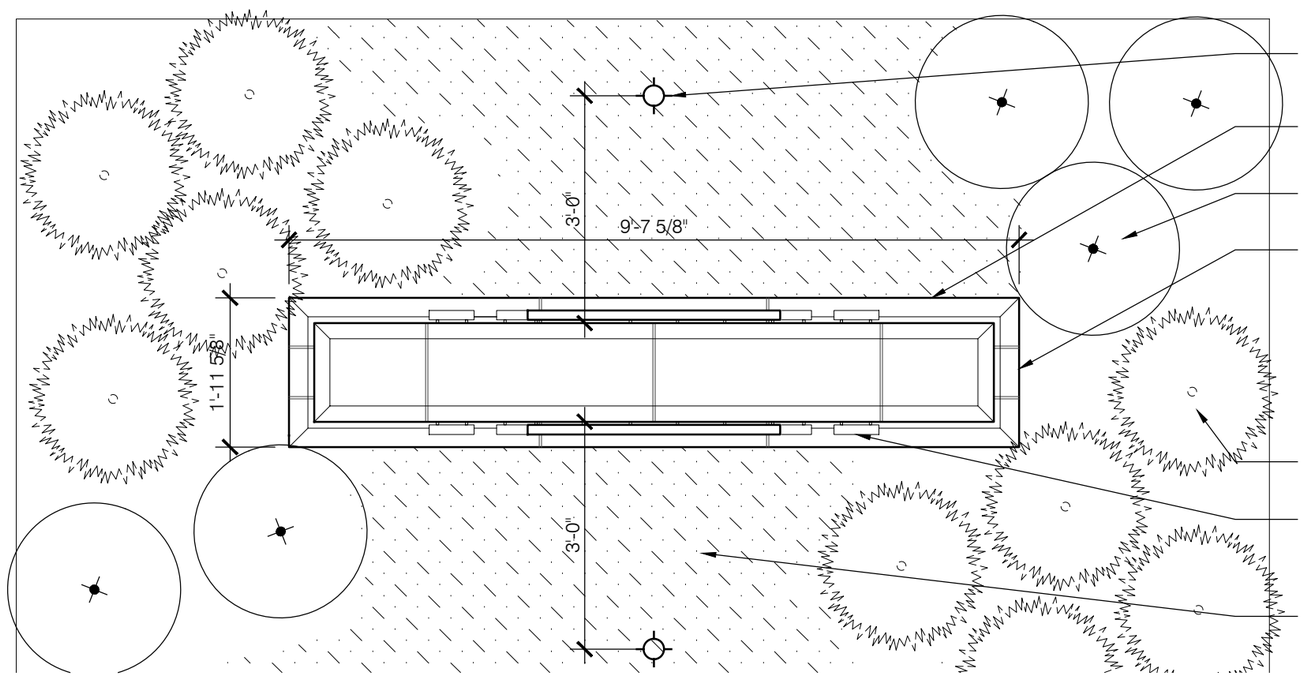
CAST STONE BASE, TYPICAL SEALANT COLOR TO MATCH CAST STONE

SEE LANDSCAPE DRAWINGS FOR PLANTING INFORMATION

SCHEDULED LED FLOOD LIGHT FIXTURE AT BOTH SIDES



SIDE ELEVATIONS



SCHEDULED LED FLOOD LIGHT FIXTURE AT BOTH SIDES

OUTLINE OF CAST STONE BASE BELOW

WHITE FLOWER CARPET ROSES

CAST STONE CAP, TYP. SEALANT COLOR TO MATCH CAST STONE

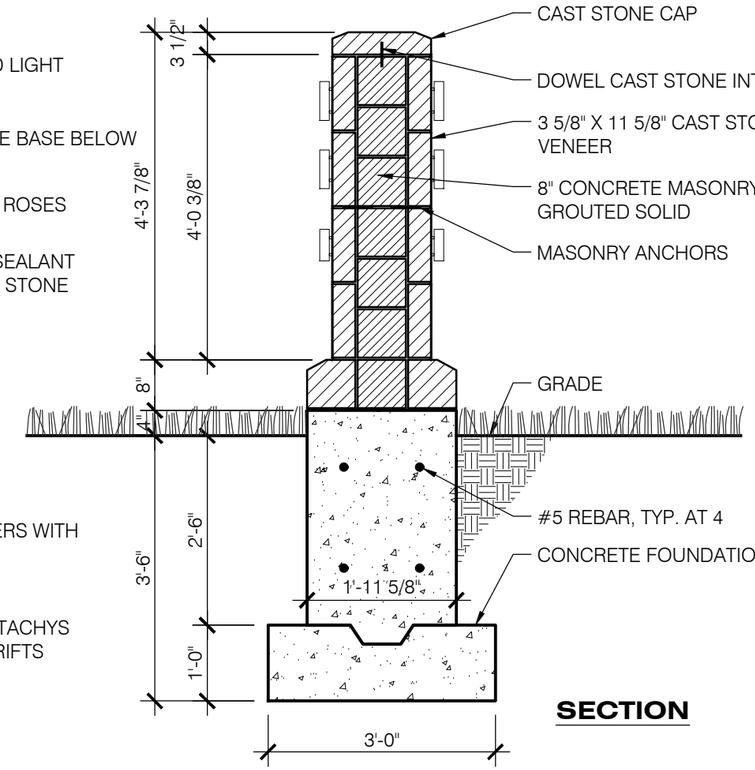
EVERLOW YEWS

1 1/2" THICK ALUM LETTERS WITH SATIN BRUSHED FINISH AT BOTH SIDES

CALAMINTH / ALLIUM / STACHYS PLANTED IN RANDOM DRIFTS

PLAN VIEW

N



CAST STONE CAP

DOWEL CAST STONE INTO CMU

3 5/8" X 11 5/8" CAST STONE VENEER

8" CONCRETE MASONRY UNITS GROUTED SOLID

MASONRY ANCHORS

GRADE

#5 REBAR, TYP. AT 4

CONCRETE FOUNDATION

SECTION

Stantec
224 South Michigan Avenue #1400
Chicago, Illinois 60604
P: (312)554-1400
F: (312)554-1412

PHILHAVEN MULTI-FAMILY HOUSING

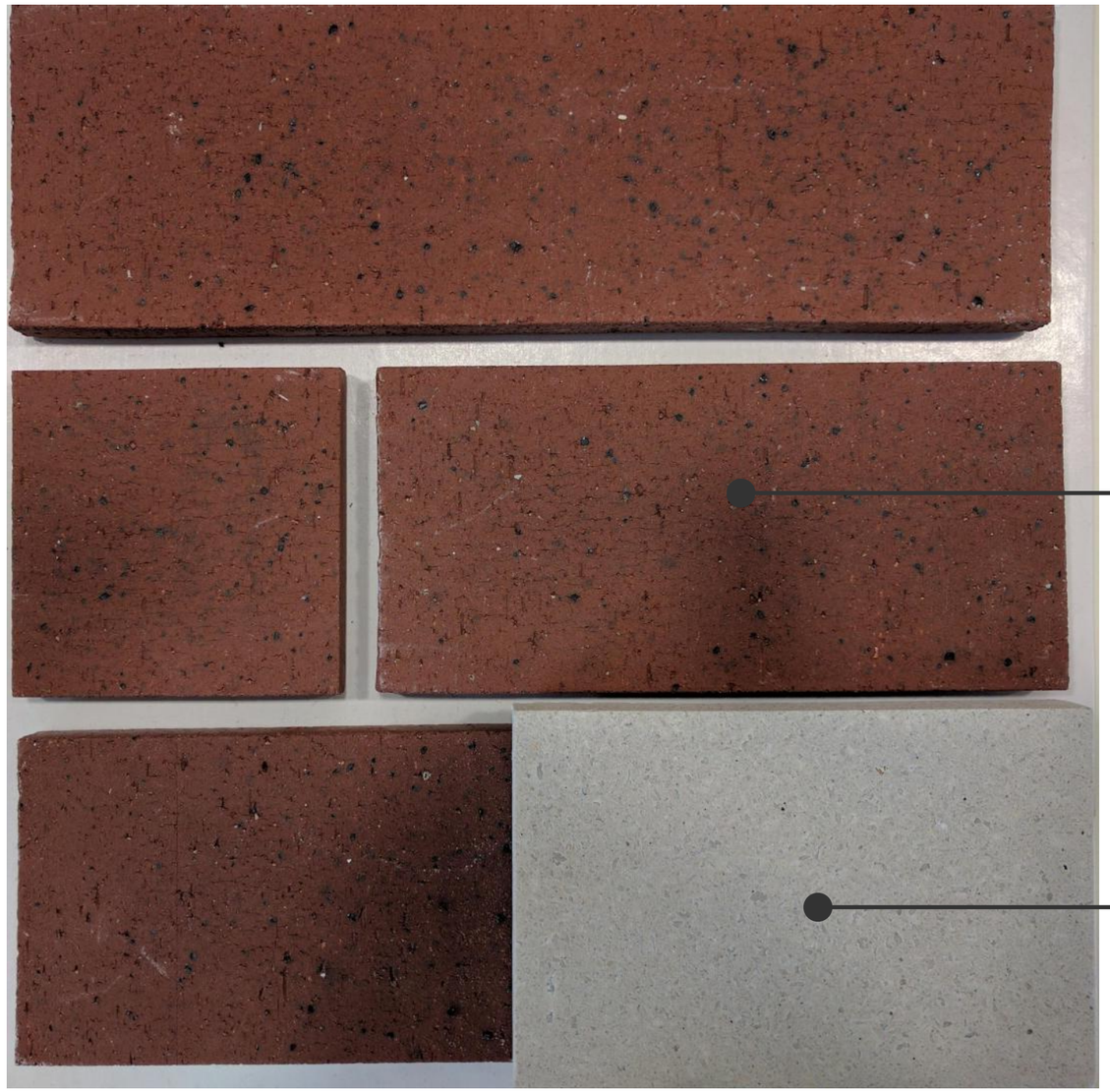
2418 EAST HINTZ ROAD
WHEELING, IL 60090

Exhibit received September 14, 2016

MONUMENT SIGN		DRAWN BY: JP	SHEET: A2
SCALE: 1/2" = 1'-0"	DATE: 09/14/2016	CHECKED BY: SS	

FILE: P:\289\1a-00 Wheeling Housing - Prelim Arch Services\3.0 Graphics\3.6 CAD\3.6.1 Model Files\G5-SI-101 - MONUMENT SIGN.dwg

Plot Date: 9/9/2016



BRICK MASONRY SAMPLE PHOTO

CAST STONE SAMPLE PHOTO,
SAME AS BUILDING BASE

Stantec
224 South Michigan Avenue #1400
Chicago, Illinois 60604
P: (312)554-1400
F: (312)554-1412

PHILHAVEN MULTI-FAMILY HOUSING

2418 EAST HINTZ ROAD
WHEELING, IL 60090

Exhibit received September 14, 2016

PHILHAVEN CAST STONE PHOTO		DRAWN BY: JP	SHEET: A3
SCALE: NTS	DATE: 09/14/2016	CHECKED BY: SS	

FILE: P:\2891a-00 Wheeling Housing - Prelim Arch Services\3.0 Graphics\3.6 CAD\3.6.1 Model Files\G5-SL101 - MONUMENT SIGN.dwg
Plot Date: 9/13/2016

SIGN SPECIFICATIONS

[A] - NON-ILLUMINATED LETTERS
Description: Fabricated
Material: Stainless Steel (by Gemini)
Depth: 1.5"
Face Color: Painted PMS 1385C Orange
Returns: Same as face color
Installation: Stand off 1/2" from sign face

[B] - NON-ILLUMINATED LETTERS
Description: Fabricated
Material: Stainless Steel (by Gemini)
Depth: 1.5"
Face Color: Painted PMS 648C
Returns: Same as face color
Installation: Stand off 1/2" from sign face

[C] - NON-ILLUMINATED LETTERS
Description: Flat Cut-Out
Material: Aluminum
Depth: 1/2"
Face Color: Painted PMS 648C
Returns: Same as face color
Installation: Stand off 1/2" from sign face

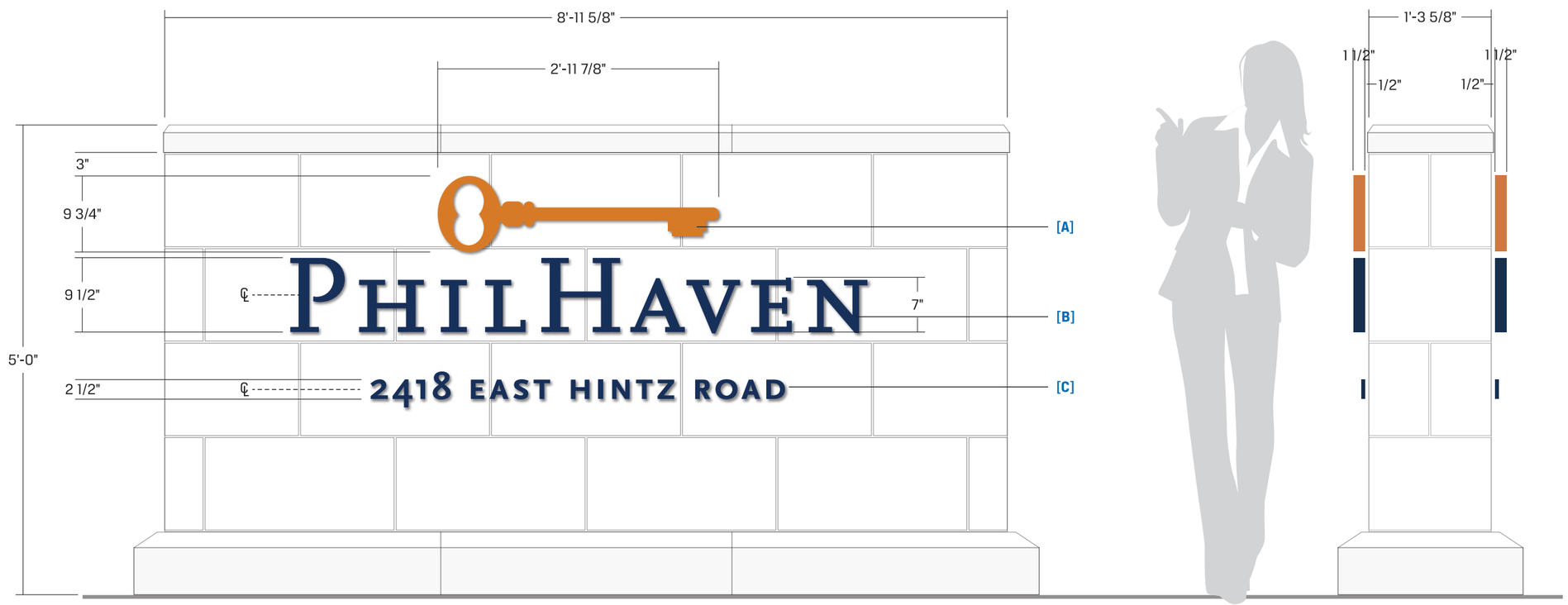


Exhibit received September 14, 2016

POBLOCKI
922 S. 70th St., West Allis, WI 53214
414.453.4010 • www.poblocki.com

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This document represents only an approximation of material colors specified. Actual product colors may vary from this print or digital image.

Project

Philhaven Multi-Family Housing

Wheeling, IL

Scale: 3/4"=1'
Original Page Size: 11" x 17"

Notes

Revisions

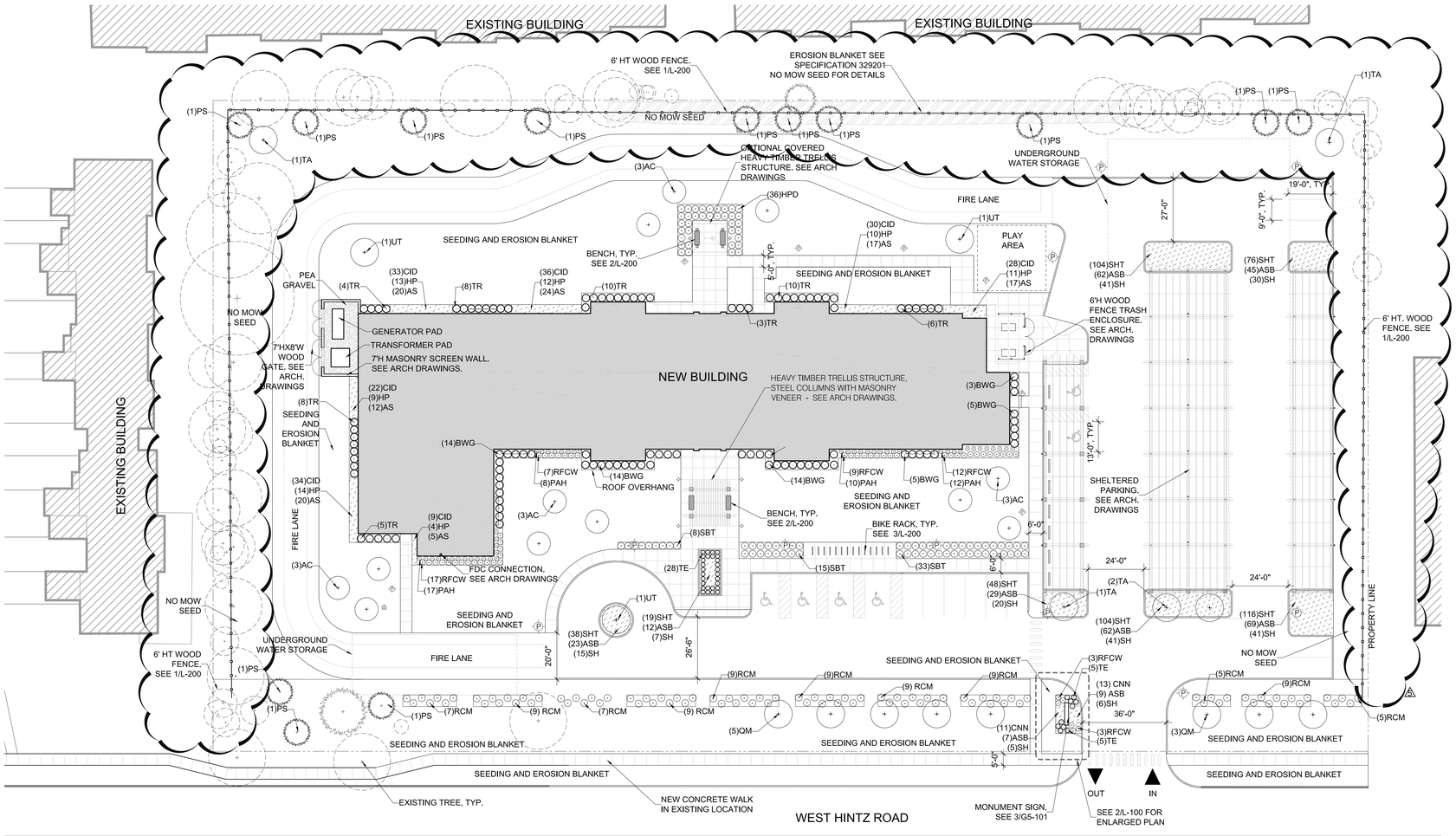
REV	DESCRIPTION	BY	DATE
01	New logo/ Update	JJ	09/12/16

Rep.: Dan Schumann
Drawn By: James Jacobsen Orig. Date: 08/22/16

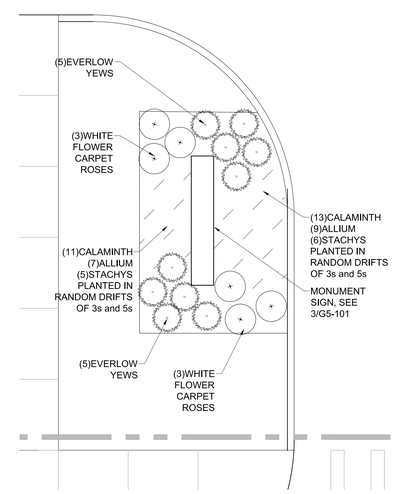
Sign Loc. No.

NL-01
Non-Lit Letters
Sign. Type

73587 — OPP - Project - Job No.
J01 — Design



1 LANDSCAPE PLAN
SCALE : 1" = 20'-0"



1 ENLARGED PLAN: SIGN LANDSCAPE PLAN
SCALE : 1" = 4'-0"

LANDSCAPE KEY:

- Deciduous Shrub
- Evergreen Shrub
- Deciduous Tree
- Evergreen Tree
- Existing Deciduous Tree
- Existing Evergreen Tree
- No-Mow Seed Area
- Seeding and Erosion Blanket
- Perennials and Grasses
- Lighting - See Arch Drawings
- Fire Hydrant
- Erosion Control Blanket

TREE DIVERSITY SUMMARY:

Number of Trees on Site: 105 existing + proposed

Max. % of any 1 Species Planted: 14% or 18 trees

NOTES:

See Planting and General Notes on L-201.

STATEMENT BY LANDSCAPE ARCHITECT

Selection of new trees and plants are at least 50% native and/or adaptive species, 100% appropriate to the site's soils and microclimate and do not include invasive species.

Signed Michele McKean Dated 02/20/2015

PHILHAVEN PLANTING LIST

	BOTANICAL NAME	COMMON NAME	QTY	SIZE	COMMENTS
LANDSCAPED PARKING ISLANDS					
TA	Tilia americana 'Lincoln'	Lincoln American Linden	5	4" CAL.	B&B, 7' CLEARWOOD, SPECIMEN
SHADE TREES					
QM	Quercus macrocarpa	Burr Oak	8	4" CAL.	B&B, 7' CLEARWOOD, SPECIMEN
UT	Ulmus jap.x wilsoniana 'Triumph'	Triumph Elm	3	4" CAL.	B&B, 7' CLEARWOOD, SPECIMEN
ORNAMENTAL TREES					
AC	Amelanchier canadensis	Serviceberry	12	8' HGT.	B&B
PS	Pinus strobus	White Pine	13	8' HGT.	B&B
QR	Quercus robur 'Regal Prince'	Regal Prince English Oak	0	12'HGT.	B&B, SPECIMEN
DECIDUOUS AND EVERGREEN SHRUBS					
BWG	Buxus 'Wintergreen'	Wintergreen Boxwood	55	5 GAL.	CONTAINER
RCM	Rhus copallina var. latifolia 'Morton'	Prairie Flame Shining Sumac	87	5 GAL.	CONTAINER
RFCW	Rosa 'Flower Carpet White'	White Flower Carpet Rose	52	3 GAL.	CONTAINER
SBT	Spiraea betulifolia 'Tor'	Birchleaf Spirea	56	36"	B&B
SMP	Syringa meyeri 'Palibin'	Dwarf Lilac	0	5 GAL.	CONTAINER
HPD	Hydrangea paniculata 'Pink Diamond'	Pink Diamond Hydrangea	36	5 GAL.	CONTAINER
TE	Taxus x. media 'Everlow'	Everlow Yew	38	5 GAL.	CONTAINER
TR	Taxus x. media 'Runyon'	Runyon Yew	54	5 GAL.	CONTAINER

PHILHAVEN PLANTING LIST, CONTINUED

	BOTANICAL NAME	COMMON NAME	QTY	SIZE	COMMENTS
PERENNIALS AND GRASSES					
ASB	Allium 'Summer Beauty'	Allium	317	1 GAL.	CONTAINER, 15" O.C.
AS	Anemone sylvestris	Snowdrop Anemone	115	1 GAL.	CONTAINER, 15" O.C.
CID	Carex 'Ice Dance'	Carex	192	1 GAL.	CONTAINER, 15" O.C.
CNN	Calamintha nepeta ssp. nepeta	Calaminth	24	1 GAL.	COMTAINER, 15" O.C.
HP	Hosta 'Patriot'	Hosta	73	1 GAL.	CONTAINER, 15" O.C.
PAH	Pennisetum alopecuroides 'Hameln'	Dwarf Fountain Grass	47	1 GAL.	CONTAINER, 15" O.C.
SHT	Sporobolus heterolepis	Prairie Dropseed	505	1 GAL.	CONTAINER, 15" O.C.
SH	Stachys monnieri 'Hummelo'	Alpine Betony	205	1 GAL.	CONTAINER, 15" O.C.
VM	Vinca minor	Myrtle	0	3" POT	CONTAINER, 8" O.C.

SIGNAGE LANDSCAPING SUMMARY:

1. **Exceeds minimum 1 sq ft per sq ft of sign area (80 sf required, 154 sf provided)**
2. **Low plants in front of sign (under 12" height)**
3. **Meets minimum plant variety requirements of 21.06.500**
   - **10% dwarf evergreens (actual: 45 sf, 30%)**
   - **20% winter interest* (actual: 34 sf, 22%)**
   - **10% deciduous shrubs* (actual: 34 sf, 22%)**
   - **40% flowering perennials or annuals (actual: 74 sf, 48%)**
   - *** the deciduous shrubs are intended to provide winter interest**

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VOA
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FAX (312) 554-1412
ARCHITECTURE | PLANNING | INTERIOR DESIGN
ILLINOIS PROFESSIONAL DESIGN FIRM
LICENSE NO. 184-000412

GENERAL NOTES

KEYED NOTES

Exhibit received September 22, 2016

STATE OF ILLINOIS
MICHELE M. McKEAN
LANDSCAPE ARCHITECT
NO. 157-000776
REGISTERED LANDSCAPE ARCHITECT

Michele McKean
License Expiration Date: 8/31/2017

NO.:	DESCRIPTION:	DATE:
5	LSK-1	06.28.16
4	PERMIT REVIEW REVISIONS 3	07.27.15
3	PERMIT REVIEW REVISIONS 3	07.22.15
2	PERMIT REVIEW REVISIONS 2	07.08.15
1	PERMIT REVIEW REVISIONS	06.29.15
1	ISSUED FOR PERMIT	05.08.15

PHILHAVEN
MULTI-FAMILY
HOUSING

2418 E. HINTZ ROAD
WHEELING, IL 60090

LANDSCAPE PLAN

DRAWN BY:	MW
CHECKED BY:	SS
SCALE:	1"=20'-0"
START DATE:	02.09.12
PROJECT NO.:	2891A-10

SHEET NO.: **L-100**

FILE: P:\Philhaven IHDA Housing\CAD\Philhaven Landscape WORKING FILE 09222016.dwg

Plot Date: 7/9/2014 8:49 AM

REQUEST FOR PLAN COMMISSION ACTION
STAFF PROJECT REVIEW

TO: Chairperson Ruffatto and Members of the Wheeling Plan Commission

FROM: Andrew C. Jennings, Director of Community Development
Brooke A. Jones, Senior Planner

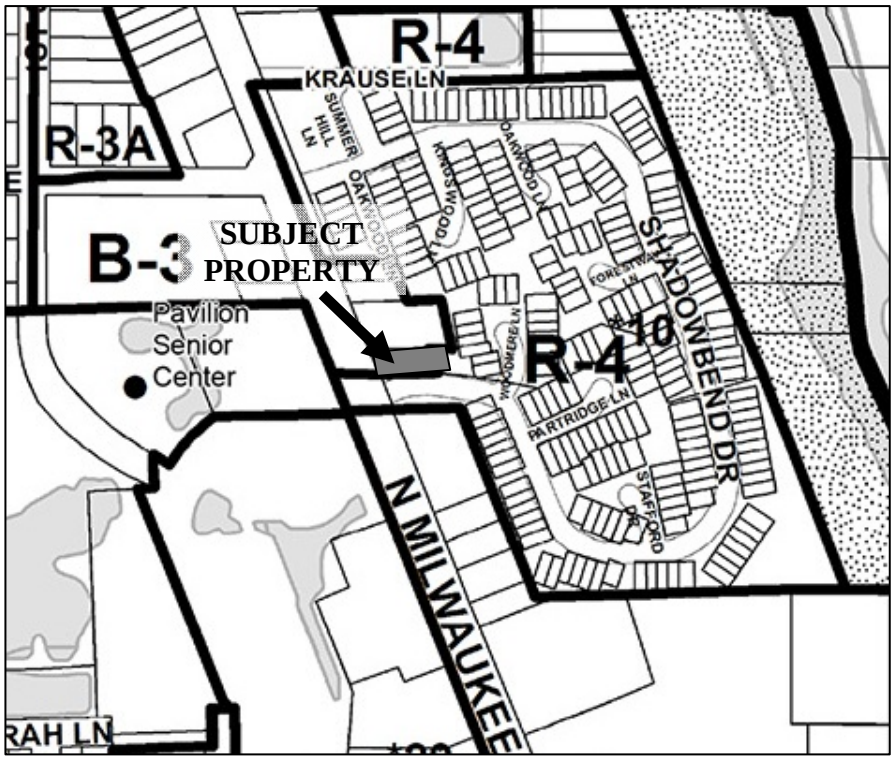
RE: Docket No. PC 16-9
Law Office
199 N. Milwaukee Avenue
Minor Site Plan & Appearance Approval of Facade Modifications

DATE OF REPORT: September 20, 2016

DATE OF MEETING: September 29, 2016

PROJECT OVERVIEW: The petitioner is requesting minor site plan and appearance approval for front façade modifications to an existing commercial building. This item was reviewed and tabled by the Plan Commission on June 23, 2016.

LOCATION MAP:



GENERAL PROPERTY INFORMATION

Applicant Name: Jay Jung, construction manager

Property Owner Name: Itak Seo

Common Property Address:	199 N. Milwaukee Avenue
Common Location:	Located at the northeast corner of Milwaukee Avenue and Shadowbend Drive
Neighboring Property Land Use(s):	North: Commercial West: Multi-Family Residential South: Commercial East: Multi-Family Residential
Comprehensive Plan Designation:	Industrial
Property size:	7,772 sq. ft.
Existing Use of Property:	Vacant commercial
Proposed Use of Property:	Office
Existing Property Zoning:	B-3 General Commercial and Office District

Previous Zoning Action on Property:
None.

DESCRIPTION OF PROPOSAL

The petitioner is requesting minor site plan and appearance approval to modify the front (west) façade of the building to accommodate a new law office. No changes to the site are proposed.

On June 23, 2016 this item was tabled by the Plan Commission. Since then, the scope of work has been reduced. The petitioner is no longer requesting approval of a siding material for the front façade. At this time, the petitioner is only replacing windows and doors.

BUILDING APPEARANCE REVIEW

Building Elevation and Materials: The elevation plan indicates that the front door and four windows (directly adjacent to the door) will be replaced with black aluminum doors and windows. An existing storm door to the north of the main entrance will also be replaced. According to the plan and to staff discussion with the petitioner, the storm door will be black. However, the photograph of the proposed storm door appears somewhat brown in color.

STAFF REVIEW

Impact on adjacent uses: No impact on adjacent uses is expected.

Staff Recommended Action: Staff recommends approval of the façade modifications.

PROPOSED MOTION

If the Plan Commission approves of the requested building modifications for 199 N. Milwaukee Avenue, an appropriate motion would be to:

Approve Docket No. PC 16-9 to grant minor site plan and appearance approval for façade modifications in accordance with the following exhibits submitted September 20, 2016 by PNK Design Build for 199 N. Milwaukee Avenue, Wheeling, Illinois:

- West elevation plan, and
- Photograph of proposed storm door.

Andrew C. Jennings, AICP
Director of Community Development

Brooke A. Jones
Senior Planner

Attachments: Photos of existing conditions (staff)

West elevation plan

Photograph of storm door

Law Office – 199 N. Milwaukee Avenue

Docket No. PC 16-9 (Minor Site Plan and Appearance Approval of Building Modifications)

Plan Commission Meeting – September 29, 2016

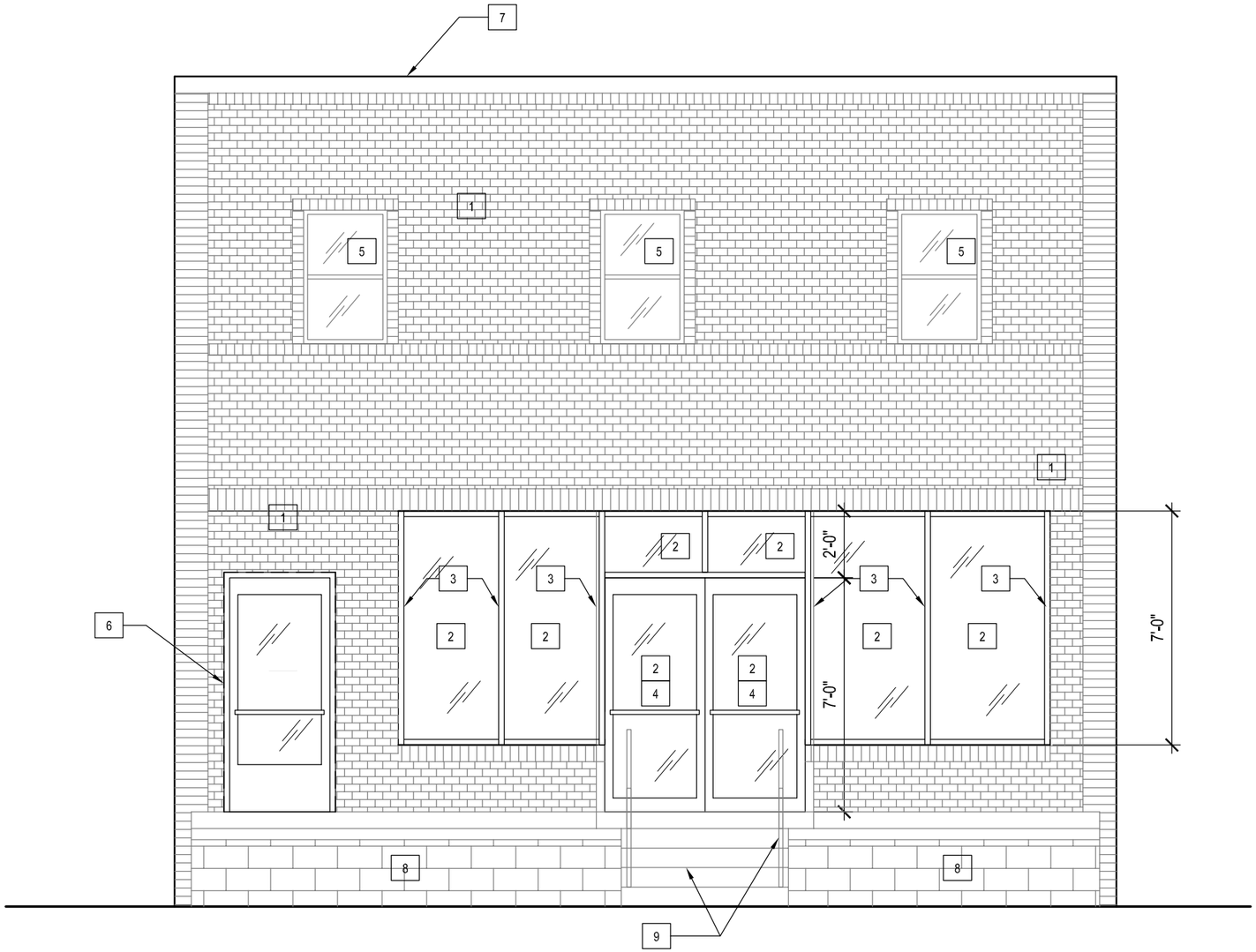
Existing conditions of front (west) façade

Law Office – 199 N. Milwaukee Avenue

Docket No. PC 16-9 (Minor Site Plan and Appearance Approval of Building Modifications)

Plan Commission Meeting – September 29, 2016

Existing conditions of front (west) façade



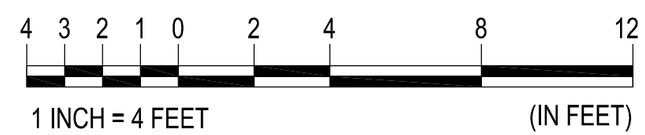
1
A3.1

WEST ELEVATION (FRONT)

1/4" = 1'-0"

EXTERIOR FINISH AND COLOR SCHEDULE

TAG NO.	MATERIAL	COLOR	MANUFACTURER	REMARKS
1	EXT'G BRICK TO REMAIN			
2	1/4" INSUL. GLASS	CLEAR GLASS	T.B.D.	INSULATION GLASS
3	ALUM. FRAME	BLACK COLOR	T.B.D.	1 3/4"x4 1/2" EXTRUDE ALUM. FRAME
4	ALUM. DOOR	BLACK COLOR	T.B.D.	
5	EXISTING WINDOW TO REMAIN			
6	REPLACED NEW DOOR	BLACK COLOR	T.B.D.	
7	EXISTING COPING TO REMAIN			
8	EXISTING MASONRY TO REMAIN			
9	EXISTING STAIR/RAILING TO REMAIN			
10	MATCH EXT'G BRICK			



INTERIOR ALTERATIONS (EXTERIOR ELEVATION)

199 MILWAUKEE AVE
WHEELING, IL 60090

SEP 19 2016

PNK DESIGN + BUILD

Exhibit received September 20, 2016

Exhibit received September 20, 2016

REQUEST FOR PLAN COMMISSION ACTION
STAFF PROJECT REVIEW

TO: Chairperson Ruffatto and Members of the Wheeling Plan Commission

FROM: Andrew C. Jennings, Director of Community Development
Brooke A. Jones, Senior Planner

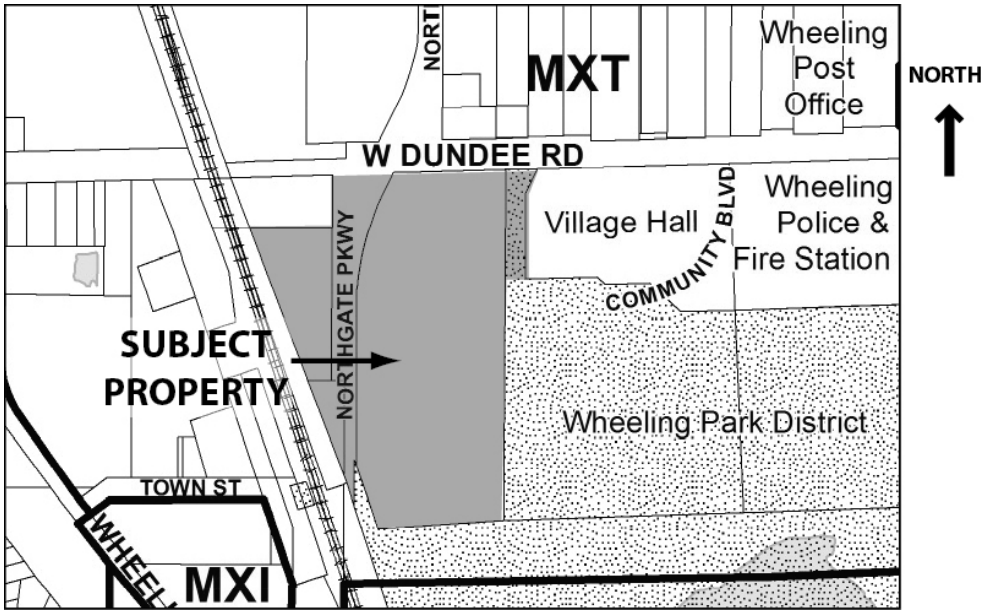
RE: **Docket Nos. 2015-20A&B and PC 16-11**
Wheeling Town Center Development
351 W. Dundee Road
(2016-20A) Special Use-Site Plan Approval of a Final Retail & Residential Planned Unit Development
(2016-20B) Special Use-Site Plan Approval of an Indoor Theater
(PC 16-11) Approval of a Preliminary Plat of Subdivision

DATE OF REPORT: September 23, 2016

DATE OF MEETING: September 29 2016

PROJECT OVERVIEW: The petitioner is requesting multiple zoning requests. First, the petitioner is requesting Final Planned Unit Development approval to facilitate the construction of the Wheeling Town Center Development, which consists of the vacant parcel at 351 W. Dundee Road (former Wicke's Furniture), the commuter parking for the Wheeling Metra Station, and the existing right-of-way of Northgate Parkway, all of which is zoned MXT Transit Oriented Mixed Use District and is comprised of a total of 16.25 acres. Second, the petitioner is requesting special use approval for an indoor movie theater (CMX). Lastly, the petitioner is requesting approval of a preliminary plat of subdivision.

LOCATION MAP:



GENERAL PROPERTY INFORMATION

Applicant Name:	Brad Friedman, WTC LLC
Property Owner Name:	Village of Wheeling
Common Property Address:	351 W. Dundee Road
Common Location:	The vacant parcel at 351 W. Dundee Road (former Wicke's Furniture), the commuter parking for the Wheeling Metra Station, and the existing right-of-way of Northgate Parkway
Neighboring Property Land Use(s):	North: vacant across Dundee Road & commercial adjacent to Metra lot (Burger King) West: Transportation (Railroad) South: Open Space (Heritage Park) East: Public (Village Hall and Recreation Center)
Comprehensive Plan Designation:	Transit-oriented mixed use
Property size:	Approximately 16.25 acres
Existing Use of Property:	Vacant; Metra parking; Northgate Parkway R-O-W
Proposed Use of Property:	Mixed-Use: apartments (295 units) and retail (100,000 sq. ft.).
Existing Property Zoning:	MXT – Transit-Oriented Mixed Use District

Previous Zoning Action on Property:

2015-5 Wheeling Town Center Preliminary PUD, Ordinance No. 4991, passed February 1, 2016.

Summary of Updates Subsequent to Preliminary PUD Approval

In accordance with the zoning code, a Final PUD petition must include plans that are substantially similar to the preliminary PUD. For a phased PUD the preliminary PUD plan must incorporate the entire tract and a Final PUD plan may be submitted for each phase of the development.

The first phase of the Wheeling Town Center PUD includes the portions of the tract labeled on the Preliminary Plat as the Northgate Parkway right-of-way, Lot 1A (residential building), Lot 1B (Village Green), Lot 9 (theater building), and Lot 10 (common area, including surface parking and roadway easement area). Since the common areas for the entire tract are included in Phase I, the buildings on Lot 2-8 may return as either individual buildings (for example, site plan and appearance review associated with a special use), or as a group under a separate Final PUD plan. In either case, the standards for elements such as parking requirements and landscaping as established in the current Final PUD review would apply.

The Final PUD submittal has been reviewed by Staff and has been determined to be in substantial conformance with the preliminary PUD approval. There are several items of note that differ somewhat from the preliminary PUD approval:

1. **Changes related to the anchor tenant.** The anchor tenant, which had been identified as Flix Brewhouse during the preliminary PUD, is now identified as CMX. The appearance and operational details for the theater anchor will be considered as a separate Special Use petition, but reviewed concurrently with the Final PUD because it had been identified previously as part of the first phase. The change in anchor tenant has an impact on several aspects of the overall development plan: (a) footprint change caused reconfiguration of the western parking area, Village Green, and southern pedestrian way; (b) reduction in seats and employees reduced overall parking requirement – see #5 below; (c) building appearance has been modified; (d) elimination of independent restaurant area decreases demand for outdoor seating and increases likelihood of restaurant use in remaining buildings. These items were reviewed and discussed at a recent workshop with the Plan Commission.
2. **Increase in number of residential units.** The space within the residential building has been reconfigured, resulting in six (6) additional residential units (total of 301).
3. **Difficulty in obtaining easements from Burger King.** The preliminary PUD review included a discussion of coordination with Burger King to obtain easements that would: (a) allow improvements to the sidewalk and the Dundee Road eastbound right turn lane; and (b) allow for the reconfiguration of the entrance to Burger King from Northgate Parkway. The developer has been unable to come to terms with the landlord for Burger King for these easements. The Final PUD plans have been adjusted to reflect the existing right-of-way for the Dundee Road area. It may be possible to reconfigure the entrance to Burger King as shown on the plans because the improvements would be limited to area within the existing right-of-way.
4. **Removal of northbound right turn lane on Northgate Parkway.** The preliminary PUD plan for this leg of the intersection was four lanes (left, left, straight, right). The final PUD plan shows a three-lane configuration (left, left, straight/right shared). The version of the plan submitted for IDOT review did not include the dedicated northbound right turn lane. While IDOT did not object to the configuration, Staff has concerns that the elimination of the dedicated right turn will cause a backup in the shared lane the blocks the drive between C and D. Signage should be required to direct vehicles to the alternate exit at the east side of the development.
5. **Impact of reduction in parking demand.** As a result of the change in the parking demand related to the operational needs of the new anchor tenant, the overall parking demand for the development has decreased. The developer's plan is to retain the additional level on the garage to provide flexibility for leasing of the remaining commercial space. The assumptions of land uses that are included in the traffic study have also been adjusted to reflect a larger square footage of restaurant space outside of the anchor tenant building. Due to the decrease in overall demand and the decision to retain the additional level on the garage, Staff believes that there may be an opportunity to reconfigure the pedestrian access around the northeast parking lot to improve east-west

access to Village Hall and enhance the pedestrian accommodations near the buildings adjacent to Dundee Road.

6. **Miscellaneous updates.** The introduction provided by the developer (Updates from Preliminary PUD Approval) describes several other minor modifications: (a) adjustments related to likelihood of two restaurants in buildings A and B along Dundee Road; (b) increased size of landscape islands; (c) adjustment to regional storm sewer configuration; (d) realignment of the easternmost access drive.

There are a few items that relate to details that were not included in the preliminary review:

7. **Traffic study update for IDOT review.** The first step of the formal permit review (Intersection Design Study) was completed following the Preliminary PUD approval (see page 3 of the revised traffic study). Staff concurs with the development team traffic consultant's assessment that the IDOT comments did not materially impact the road improvements. However, as noted approve, Staff disagrees with the description of the removal of the right turn lane on northbound Northgate Parkway. IDOT was not provided a plan that included the right turn lane, and Staff's concern is that the congestion that may result is a negative impact internal to the development that IDOT would be unlikely to object to.

8. **Code Relief related to construction standards.** Significant progress has been made in the development of the permit drawings for the residential building. The developer's contractor (William A. Randolph, Inc.) has requested the use of a material referred to as MC Cable (metal clad cable). The Village of Wheeling, along with the overwhelming majority of communities in northeast Illinois, prohibits the use of MC Cable through a local amendment to the National Electrical Code). While the Plan Commission does not review building code issues, Staff anticipates providing an opinion on the request on the public hearing record to be forwarded to the Board.

9. **Code Relief related to site work / engineering.** The Village Engineer has been provided with requests for deviations from several standards of Title 17 (Planning, Subdivision, and Developments). The code relief involves items such as the use of PVC for the Village water main, use of lime stabilization, use of recycled aggregate in trench backfill and pavement base applications, and operation of an on-site concrete recycler.

The Preliminary PUD ordinance also identified several items that were expected to be addressed on the Final PUD plans. The following is a summary as to how the materials submitted in support of the Final PUD petition address each condition of approval from the preliminary PUD ordinance:

1. That reductions in parking, landscaping, building square footage, and walkways are anticipated in order to demonstrate proper accommodations for larger vehicles and utilities. The Final PUD plan shall clearly document the extent of these reductions. The utility plans shall be revised to the satisfaction of the Engineering Division and the Fire Department prior to Final PUD approval;

   Update for Final PUD: The turning radius diagram appears to have been revised prior to the modification in the site plan related to the footprint of the new anchor tenant building.

The emergency vehicle path significantly overlaps the walkway west of the building. A new turning radius diagram should be produced for consistency, but the area in question is now a straight drive aisle and should not pose a problem. No other reductions in site features are indicated. The Plan Commission may wish to confirm whether this is due to decrease in overall parking demand.

2. That the Final PUD submittal shall include an exhibit summarizing all of the agreements associated with the development, including but not limited to: easement for use of the Metra parcel, extension of the Station Area Development agreement, Park District roadway modification, Park District utility relocation easement, maintenance of roadways and parking areas, easements related to Burger King modifications and access, pipeline relocation agreement, and declarations associated with common property maintenance;

   Update for Final PUD: The exhibit summarizing these agreements is within the Updates from Preliminary PUD Approval document. Staff concurs with the majority of the statements, but would like to clarify several items.

   - There is a conceptual maintenance agreement referenced in the Station Area Development agreement that would need to be finalized and executed.
   - The Wheeling Park District must still approve the access easement modifications for the eastern access drive.
   - The utility easements, including those approved by the Park District, must be recorded.
   - The pipeline easement has not yet been provided to the Village for review and approval. A right of way plan, which has been distributed, would need to be converted into a format that can be recorded (including submittal of a grant of easement document).
   - The statement regarding the easement agreement with Burger King is not consistent with the plans. The plans have been modified to illustrate that the Dundee Road sidewalk will be completely within the right-of-way, which eliminates the parkway buffer in order to retain a dedicated right turn lane.
   - The Declaration of Covenants and Reciprocal Easement document is provided primarily in order to address the concern regarding long term maintenance. The document would ultimately be associated with the Final Plat for the development. The document must detail how the common property will be managed (such as an association) and must relate to the PUD approval so that deviations from the Village legislation are not possible without Village review. Items of concern are references to maintenance responsibility for the Village Green, drive aisles, parking areas, landscaping, lighting, and sanitary sewers, the processes for changing buildings and land uses in the future, and the distribution/use of parking stalls. Staff has completed a preliminary review, and thus far has the following comments: (a) Section 5.1A(x) appears to prohibit the residential building; (b) Section 6.11 may conflict with the public use of the commuter parking lot and the Village Green.

3. That a temporary construction easement shall be agreed upon by Burger King in order to construct the five parking stalls directly east of Burger King. If Burger King does not agree at present time, then the area may be landbanked for future construction of parking;

   Update for Final PUD: Burger King has not indicated agreement. The stalls have been removed from the plan.

4. That the Preliminary Plat shall be submitted with the Final PUD submittal for Phase I, and include the following details:
   a. That all paved areas and miscellaneous improvements such as street lights, sidewalks, ADA crossings, signage, etc. within the property boundary shall be owned and maintained by the development, unless specifically addressed in the redevelopment agreement for the project;
   b. That the sanitary sewer system within the property boundary shall be owned and maintained by the development;
   c. The storm sewer system/facilities within the property boundary shall be owned and maintained by the development with the exception of the large diameter regional pipe that will connect Lake Heritage and the future development on the north side of Dundee Road; and
   d. That all watermain shall be owned and maintained by the Village, with service connections from the main to the building owned and maintained by the development.

   Update for Final PUD: There are features of the development that are located within the Northgate Parkway right-of-way (sign, landscaping). This must be addressed on the Final Plat. The ownership / maintenance of the sanitary sewer, storm sewers, and water main are detailed in the definition of Utility Lines in the Declaration of Covenants. On initial review, the definition appears to be consistent with the expectations from the preliminary PUD.

STANDARDS FOR SPECIAL USE (for an Indoor Theater)

Following are standards for a special use with the petitioner's responses in italics. **(Village Planner comments are in bold.)**

1. State why the Special Use is necessary for the public convenience at the proposed location.

   "CMX will serve as the anchor tenant to the Wheeling Town Center. They will open and operate a free-standing first-run movie theater that willhave10 luxurious auditorium screening rooms. The building will be approximately 37,640Sq Ft with 795 extra wide seats. The entrance will be open to the public and built-out with a stylish lounge, beverage area, and a high-end food concession stand. CMX has teamed up with Lettuce Entertain You to help create a carefully curated menu with a selection of delectable meals. Successful Town Centers need an entertainment component in order to maintain an edge and become competitive in the retail leasing market. Movie theaters are a

huge traffic generator and help create a town center vibe that will bring the community together."

The proposed use will anchor the Town Center retail development.

2. State how the Special Use will not alter the essential character of the area in which it is to be located.

   "CMX will significantly enhance the current condition of the subject property which is vacant land. CMX is making a $17 million investment to the Wheeling Town Center and is providing a high-end luxury cinema with food that is inspired by Lettuce Entertain You. It is the ideal use for the Town Center. CMX is the 6th largest movie theater chain in the world with strong financials and excellent staying power. The are a fantastic anchor tenant that will help us attract other high-end restaurants and retailers. It is exactly what the community and Board members are looking for. CMX will serve as a landmark and a centerpiece that becomes part of the fiber of the community."

   The proposed use will complement the retail core of the Town Center and Village Green. People who go to the proposed theater will likely visit other stores and/or restaurants in the Town Center development.

3. State how the location and size of the special use, the nature and intensity of the operation involved in or conducted in connection with it, the size of the site in relation to it, and the location of the site with respect to streets giving access to it, will be in harmony with and will not impede the normal, appropriate, and orderly development of the district in which it is to be located and the development of surrounding properties.

   "CMX will allow the Town Center to thrive and attract additional retail establishments and high-end restaurants. The Shared Parking Analysis has improved based on the lower number of seats (due to extra wide seating) and a lower employee count. CMX is very satisfied with the current Town Center Site Plan, parking layout, access points, and traffic flow."

   The proposed use will have a lower parking demand that the theater tenant that was proposed at the time of Preliminary PUD approval. As such, parking and traffic flow will be more efficient in the overall Town Center development.

4. State how the location, nature and height of buildings, walls and fences, and the nature and extent of the landscaping on the site shall be such that the use will not hinder or discourage the appropriate development and use of adjacent land and buildings, or will not impair the value thereof.

   "CMX is making a significant investment into the Town Center project. They strive to be the leader in high-end luxury movie theaters with full service food and beverage selections. The exterior of their elevation plans are modem and elegant making a strong statement of staying power and allure. They have in-house architects and designers that have been working with our internal design team to ensure that the building plans fit within the Town Center Site Plan. See building elevations and perspective renderings for a more comprehensive Idea of their build-out intentions. We have encouraged CMX to provide outdoor seating, and we provided an area that we think is appropriate."

The proposed use compliments the Town Center with its expansive glass walls and dedicated area for outdoor seating that encourages patrons to move between the Village Green and other retail/restaurant uses of the overall development.

5. State how the parking areas will be of adequate size for the particular use, properly located, and suitably screened from adjoining residential uses, entrance and exit drives shall be laid out so as to prevent traffic hazards and nuisances, and the development will not cause traffic congestion.

   "See updated Shared Parking Analysis, Traffic Report and Site Plan."
   The proposed use will have a lower parking demand that the theater tenant that was proposed at the time of Preliminary PUD approval. As such, parking and traffic flow will be more efficient in the overall Town Center development.

6. State how the special use will conform to all applicable regulations and standards of the zoning district in which it is to be located.

   "This high-end luxury cinema with food and beverage items suggested by Lettuce Entertain You is necessary to establish the success of the Town Center, attract restaurants, and create a thriving gathering place for the community."
   While no zoning variations are required specifically for this use, several zoning and sign variations are required for the overall PUD and are called out on the PUD statistical sheet and list of variations**.**

STAFF REVIEW

Fire Department Review: The Fire Department has received the attached plans and is finalizing a review memo at the time of this report. The memo is anticipated to be available prior to the hearing.

Engineering Review: The Engineering Division has received the attached plans and is finalizing a review memo at the time of this report. The memo is anticipated to be available prior to the hearing.

Staff Recommended Action: Staff further recommends approval of the proposed Final PUD, Indoor Theater Special Use, and Preliminary Plat of Subdivision subject to discussion of the following:

1. Whether the right turn lane on northbound Northgate Parkway can be omitted;
2. Whether sufficient detail has been provided regarding the building materials for CMX;
3. Whether additional pedestrian accommodations are needed in the northeast quadrant;
4. Staff recommendations regarding the site work variance request and the MC cable variance request;

PROPOSED MOTIONS

If the Plan Commission finds that the petitioner has satisfied the requirements for the granting of the FINAL PUD Plan, Special Use Approval for an indoor theater, and Approval of PRELIMINARY Plat of Subdivision, appropriate motions would be to:

Recommend approval of Docket No. 2015-20A, Granting FINAL Approval of a Planned Unit Development, including Special Use-Site Plan-Building Appearance for the Wheeling Town Center Planned Unit Development, consisting of a master plan for a mixed-use transit-oriented development, as required under Chapter 19-05, Mixed-Use and Overlay Districts, Chapter 19-09 Planned Unit Developments, Chapter 19-10 Use Regulations, and Chapter 19-12 Site Plan Approval Requirements, as shown on the Final PUD Exhibit List for the Wheeling Town Center Planned Unit Development, to be located on the property consisting of approximately 16.25 acres described as the vacant parcel currently known as 351 W. Dundee Road, the commuter parking lot adjacent to the Wheeling Metra Station, and the right-of-way of Northgate Parkway, located in Wheeling, Illinois;

And with the following conditions of approval:

1. That all easement agreements necessary to support the FINAL PUD Plan are executed and recorded prior to land conveyance;
2. That the Final Plat of Subdivision and associated declaration are modified for consistency with the FINAL PUD Plans and various easement agreements and shall be submitted for approval as described in the Redevelopment Agreement prior to land conveyance.
3. Should Burger King agree to the temporary construction easement and sidewalk easement, the plans may be modified without further public review; and
4. TO BE DETERMINED THROUGH DISCUSSION AT PUBLIC HEARING.

And Recommend approval of Docket No. 2015-20B, Granting Special Use-Site Plan Approval for an Indoor Theater in the MXT Transit Oriented Mixed Use District, as required under Chapter 19-05 Mixed Use and Overlay Districts, Chapter 19-09 Planned Unit Developments; Chapter 19-10 Use Regulations, and Chapter 19-12 Site Plan Approval Requirements, and associated sections, as shown on the Final PUD Exhibit List for the Wheeling Town Center Planned Unit Development, to be located on the property consisting of approximately 16.25 acres described as the vacant parcel currently known as 351 W. Dundee Road, the commuter parking lot adjacent to the Wheeling Metra Station, and the right-of-way of Northgate Parkway, located in Wheeling, Illinois;

And with the following conditions of approval:

1. TO BE DETERMINED THROUGH DISCUSSION AT PUBLIC HEARING.

And Recommend approval of Docket No. PC 16-11; Preliminary Plat of Subdivision for the Wheeling Town Center under Title 17, Planning Subdivisions and Developments as shown on the Preliminary Plat received September 1, 2016, prepared by Gremley & Biedermann, Illinois Professional Land Surveyor No. 184-005332, on behalf of WTC LLC, for the property consisting of approximately 16.25 acres described as the vacant parcel currently known as 351 W. Dundee

Road, the commuter parking lot adjacent to the Wheeling Metra Station, and the right-of-way of Northgate Parkway, located in Wheeling, Illinois.

Andrew C. Jennings, AICP
Director of Community Development

Brooke A. Jones
Senior Planner

Final PUD Exhibits List (all exhibits submitted September 1, 2016 unless otherwise noted):

Summary of updates since Preliminary PUD approval in February 2016 (3 sheets)

Project description (2 sheets)

PUD statistical sheet and list of variations (13 sheets)

Residential building plans 9.20.2016 (10 sheets)

- Cover Sheet
- PUD-100 Architectural Site Plan
- PUD-111 Residential Level 1 Floor Plan
- PUD-112 Residential Level 2 Floor Plan
- PUD-113 Residential Level 3-5 Floor Plan
- PUD-116 Residential Roof Plan
- PUD-117 Garage Roof Plan
- PUD-200 Residential Exterior Elevations
- PUD-201 Residential Exterior Elevations
- PUD-202 Residential Exterior Elevations

Cinema building plans (10 sheets)

- A100 Master Plan, 9.22.2016
- A101 Ground Level
- A102 Upper Level
- A103 Roof Level

- A104 Facades East & North Finish Proposal
- A104a Facades South & West Finish Proposal
- A105 General Sections
- A106 Elevations
- Renderings (2 sheets)

Civil engineering plans (29 sheets)

- C-0.1 General Notes
- C-0.2 MWRD & GC General Notes
- C-0.3 Cover Sheet
- C-0.4 Cover Sheet
- C-1.1 Site Demolition Plan (North)
- C-1.2 Site Demolition Plan (South)
- C-2.1 Site Geometry Plan (North)
- C-2.2 Site Geometry Plan (South)
- C-3.1 Site Utility Plan Storm (North)
- C-3.2 Site Utility Plan Storm (South)
- C-3.3 Site Utility Plan Sanitary (North)
- C-3.4 Site Utility Plan Sanitary (South)
- C-3.5 Site Utility Plan Water (North)
- C-3.6 Site Utility Plan Water (South)
- C-4.1 Site Grading & Paving Plan (North)
- C-42 Site Grading & Paving Plan (South)
- C-5.1 Soil Erosion & Sediment Control Plan (North)
- C-5.2 Soil Erosion & Sediment Control Plan (South)
- C-6.1 Site Work Details
- C-6.2 Site Work Details
- C-6.3 Site Work Details
- C-6.4 Site Work Details
- C-6.5 Site Work Details
- C-6.6 Site Work Details

- C-6.7 Site Work Details
- CX-1.1 Drainage Exhibit (North)
- CX-1.2 Drainage Exhibit (South)
- CX-2.1 Fire Truck Movement
- CX5.1 Section Views

Landscape plans, 9.20.2016 (15 sheets)

- L0.0 Tree Survey
- L1.0 Overall Landscape Plan & Sheet Key
- L1.1 Landscape Plan
- L1.2 Landscape Plan
- L1.3 Landscape Plan
- L1.4 Landscape Plan
- L1.5 Landscape Plant List
- L1.6 Landscape Plant Palette
- L2.0 Overall Layout & Sheet Key
- L2.1 Layout Plan
- L2.2 Layout Plan – Northgate Parkway
- L2.21 Northgate Parkway
- L2.3 Layout Plan – Village Green
- L2.4 Layout Plan
- L3.0 Irrigation Plan

Lighting plan

Preliminary plat of subdivision (3 sheets)

Traffic study, 9.07.2016 (12 sheets)

Shared parking study (11 sheets)

Declaration of covenants, reciprocal easements and operating agreement (37 sheets)

Site work variance request letter and attachments, 9.21.2016 (6 sheets)

MC cable variance request letter and attachments, 9.22.2016 (12 sheets)

Wheeling Town Center

Updates and Project Description

Updates from Preliminary PUD Approval in February 2016

New Anchor Tenant - CMX

One of the biggest partnership additions to the project is a new high-end dine-in movie theater chain, CMX, an American subsidiary of Cinemex, the sixth-largest movie theater chain in the world that will anchor the Wheeling Town Center and replace Flix Brewhouse. CMX has 297 theaters and 13,000 employees nationwide. CMX has strong financials and great staying power, offering stability and the resources to withstand the test of time and make a major investment to the Wheeling Town Center. They will open a 10-screen, luxury cinema with high-end finishes and décor. The free-standing building will be approximately 37,640 Sq Ft. CMX will employ 80-100 staff members. They anticipate 30-40 employees to work on a Saturday evening during peak hours of operation. CMX plans to operate from 11am – 12am daily. The reduction in seats and lower employee counts have created a surplus of parking available on site, and we now have the ability to lease up to 30,000 Sq Ft of restaurant space within the Town Center based on the most recent Shared Parking Report.

CMX includes a well-appointed lounge and bar area with state-of-the-art theaters that offer oversized leather seats. CMX has teamed with one of Chicago's most successful restaurant operators, Lettuce Entertain You, who will consult with CMX on their food and beverage selections. Together, they will be developing a carefully curated menu with a selection of delectable meals which patrons can order at the café. CMX plans to incorporate a stylish cocktail bar (separate from the café area) which will serve alcoholic beverages and hand-crafted cocktails. The CMX luxury concept will offer patrons a relaxing and refreshing experience in a trendy ambience. CMX announced its plans to also open in the Brickell City Center in Miami, the Westfield Old Orchard mall in Skokie, and the Bucksbaum project at Clark and Addison in Wrigleyville. We are extremely excited to have them on board as our new anchor tenant.

Site Plan Changes based on CMX

- Parking on the west side of the cinema has been realigned to eliminate the angled parking and one way driveway. The overall parking count has increased with this change.
- New drop off has been added to Main Street at the northwest corner of the cinema.
- Sidewalk on the west side of the cinema has been widened.
- New landscape beds have been added north of the cinema building along with an outdoor seating area with landscaping around it.
- The linear landscape island west of the cinema has been removed. Additional trees have been added along the cinema building so that no loss in total site trees occurs.

Exhibit received September 1, 2016

- The landscape beds between the cinema and the mid-rise building have increased in size providing additional planting areas. The paving area and emergency vehicle lane have remained the same.

Other Site Plan Changes

- Based on a recent LOI we received from Potbelly's, we reduced the number of drive-thru lanes for Outlot Building B from 2 to 1 and increased the square footage of Building B by 600 Sq Ft.
- Landscape islands in the northeast and southeast parking areas have been increased in size.
- The large diameter Village sewer and water main along the east property line have been rerouted to enhance ease of construction and minimize difficulty of future extension and maintenance.
- Right in-right out entrance off Dundee at the northeast corner of the site has been realigned to provide better traffic flow.

Pedestrian Friendly Plaza Landscape Details

- The Village Green area has been developed with pots, seat walls, a trellis, lawn panel, movable seating, landscape beds, shade trees and a small stage area. The design creates numerous outdoor rooms for the community to relax, meet or enjoy some food. The small stage provides a location for small music groups or impromptu seating on the steps.
- Movable café seating is shown as well.
- The facades along the cinema are open to allow the wall relief to be highlighted.

Northgate Parkway Landscaping

- The streetscape along Northgate Parkway is more developed with light locations, planters, pot, shade trees, benches and litter receptacles.

Apartment Building Plans & Elevation Updates:

- The overall apartment building plans and interior details of the rental units have been further developed. Permit Ready drawings have already been submitted to ICCI for review.
- The Apartment Building plans to achieve LEED Certification and an Energy Star Score of at least 75.
- The number of rental units has increased from 295 to 301.
- The majority of the parapets were reduced by two feet.
- The color of the "brown" fiber cement board was revised to a grey color and some of the vertical piers of masonry were changed to fiber cement board.
- The inset corner balconies were changed to projected balconies to match the remainder of the balconies on the building.
- The main building entry has a reduced amount of cast stone material

- The sidelights on the patio doors were removed.
- The number of operable windows was reduced to one operable window per window bay.
- The amount of canopies was reduced on the North elevation to three.
- Overhead doors were added to the loading dock and garage entry.

Legal Agreements

- We have provided a **Preliminary Plat of Subdivision** along with the Declaration of Covenants, Reciprocal Easements and Operating Agreement for the Wheeling Town Center.

- **Wheeling Park District** Board approved the requested easements on the east and south border of the subject property which will accommodate the Village sewer and water main along with gas, electric, and low voltage lines to service Park District facilities and the Town Center.

- **Metra** Station Area Development Agreement has been approved by all parties.

- **West Shore Pipe Line:**
  - West Shore Pipe Line Reimbursement Agreement has been executed.
  - West Shore obtained Board approval and selected Parsons to be the lead engineering design firm. Preliminary drawings have been prepared along with a project schedule.
  - Mike Norris will provide the Plat of Easement to the Village for execution.
  - Cardno has been hired to manage all the necessary permits required to relocate the pipe line. They have already engaged MWRD, IL Dept of Natural Resources, and IDOT.
  - Regularly scheduled meetings will commence in September regarding construction and coordination.

- We are in the process of working with the Village and the **Burger King** property owner in order to obtain an easement for a sidewalk and landscape buffer in order to accommodate a right deceleration lane along Dundee Rd.

Project Description

Summary

Ever since its inception, the master plan concept for the Wheeling Town Center was intended to create and develop a walkable downtown central square that would provide a sense of community and serve as a public destination, celebrating civic life. The plan includes a 5-Story residential apartment building with 301 luxury rental units, a 6-story parking garage, and a large courtyard that will offer the residents a wide range of resort-like amenities. The site will also incorporate around 100,000 SF of retail space that will revolve around a pedestrian friendly Plaza.

CMX has committed to open a 10-screen movie theater and anchor the Wheeling Town Center. Additional information about CMX can be found at the top of this document under Project Updates.

The focal point of the Town Center will integrate a pedestrian friendly Plaza surrounded by multiple commercial spaces and residential living. Several high-end restaurants have expressed interest in leasing with an interest in taking advantage of the outdoor dining experience that plays off the vibe and energy created by this public realm. The landscape plan includes a water fountain, ornamental pots, planters, trees, built-in benches, natural stone seating, and pergolas which will all contribute to the symbiotic energy. It will also serve as an ideal setting to host public events.

The Village of Wheeling is partnering with the development team in order to help ensure that the project achieves a legacy status that will have a lasting effect on the community. The Village is providing Tax Incremental Financing to cover most of the infrastructure costs and public improvements. The support from the Village will allow the Wheeling Town Center to achieve greater levels of construction and design elements with a dynamic central Plaza that will draw people in.

The subject property is ideally situated adjacent to the existing Metra Station, making this project a true Transit Oriented Development that is committed to creating a pedestrian friendly Town Center atmosphere. Urban Land Institute has ranked TODs a best bet for investors 5 years in a row, and they estimate that ¼ of all households are likely to live near transit / high-density housing by the year 2030.

The site is also surrounded by the Village Hall and several Park District facilities including the Wheeling Aquatic Center / Water Park, the Community Recreation Center, and Heritage Park which is in the process of being renovated with new baseball and soccer fields to host all of the community sporting events. The site will naturally become a family friendly gathering place with several entertainment and dining establishments to serve the public.

Retail Plan

The site plan has about 100,000 Sq Ft of ground floor retail space divided into 10 retail pads which are identified on the site plan and building stat sheet. The retail portion of the project will be anchored by CMX, the VIP cinema experience that provides extra wide seating in luxurious screening rooms / auditoriums. CMX has a stylish lunge and bar area, and they have teamed with Lettuce Entertain You to help them create a comprehensive menu of delectable food items and handcrafted cocktails. Local restaurateurs and national eateries have expressed great interest and support for the Wheeling Town

Exhibit received September 1, 2016

Center, and are eager to participate and be a part of its success. Letters of intent for various retail pads throughout the project have been received and are currently being negotiated.

Residential Apartment Building

In addition to the energetic retail and convenient shopping, the site will feature a 5-story residential apartment building with 301 luxurious rental units and a first-class amenity package. The building will feature a large courtyard with several attractions for the residents including a sleek outdoor pool and patio area with grill stations, lounge chairs, cabanas, and a fire feature. The outdoor area will also offer lawn space for leisurely activities such as bocce ball, corn hole, and a putting green. The building will also feature an indoor club room with state-of-the-art media services, gaming tables, and a demonstration kitchen so residents can gather for sporting events and private parties. Additional amenities will include a business center, conference room, café lounge, fitness area, game room, and a yoga studio.

The units will be built-out with luxury finishes including Quartz counters, designer light pendants over kitchen islands, stylish kitchen fixtures, and slick window shades. Each unit will have a washer and dryer, and a self-contained HVAC system for ultimate end-user control and comfort.

The whole building will be extremely energy efficient with superior insulation, heightened window ratings and values, energy efficient mechanical systems, and LED lighting throughout the entire structure.

Parking

The residential building will wrap around a 6-story parking deck, eliminating any unsightly views of a cold concrete garage. The parking deck will have a total of 595 parking spaces. 497 spaces will be reserved for the residential tenants, and the remaining 98 spaces will be for employees of the retail establishments within the Town Center project. Use of the parking garage will be controlled with a gate system to limit its use to residents and guests and the designated employees.

The retail portion of the project will be serviced by 718 open surface parking spaces plus the 98 parking spaces for employees in the residential parking garage. We are required to reserve 150 parking spaces for Metra Monday through Friday until noon. However, the current demand for the commuter parking on the east side of the tracks is only 103. Metra has agreed to enter into a reciprocal parking agreement based on the inverse demand for commuters and evening retail activity.

A comprehensive Parking Study has been completed and has been provided for your review.

For further information, please contact:
Brad Friedman
773-934-8954
BFriedman@WTCdevelopment.com

WHEELING TOWN CENTER FINAL PUD STATISTICAL SHEET AND LIST OF VARIATIONS
9/1/16

Preliminary PUD Statistical Sheet:		**SF**	**Acres**	**Coverage**	**Notes**
Gross Land Area:		728,351	16.72		
Maximum amount of land covered by principal buildings and maximum amount of land covered by accessory buildings:		207,804	4.77	29%	
Maximum amount of land devoted to parking, drives and parking structures:		264,936	6.08	36%	
Minimum amount of land devoted to landscaped open space:		73,619	1.69	10%	
Maximum proposed dwelling unit density, if residential, and/or total square footage devoted to non-residential uses:		-	-	-	18.00 Units/Acre=Residential 98,937 SF=Commercial
Proposed number of buildings:		-	-	-	11 Buildings
Maximum number of dwelling units per building:		-	-	-	1 Building w/301 Residential Units
Bedrooms per unit:		-	-	-	Ranges from 1 to 3
Number of motor vehicle and bicycle parking spaces provided, whether surface or in structures, and ratio per unit if residential, or thousand square feet of building area if non-residential:					1.65/Unit=Residential 8.25/1,000 SF=Commercial

Preliminary list of variations from Title 19 (Zoning), Title 17 (Planning, Subdivision, and Developments), and Title 21 (Signs):

Zoned: **MXT (Transit Orientated Mixed Use)**

Portions of a development that are completely commercial in nature shall be considered with respect to the B-3 district regulations.

Portions of a development that are completely residential in nature shall be considered with respect to the R-4 district regulations with the exception of the building material requirements outlined in Section 19.05.010(L)6, below.

Code/Zoning Section	**Requirement**		**Actual**	**Notes**
17.46.020: Open Space	25% of net site area	182,088 SF	73,619 SF	
19.04.060: R4 Multiple-Family Residential District				
19.04.060-D: Lot Requirements	Minimum lot area	20,000 SF	>20,000 SF	
	Minimum lot width	125 FT	>125 FT	
	Minimum lot depth	125 FT	>125 FT	
19.04.060-E: Minimum Floor Area for Dwelling Units	Efficiency units	675 SF	613 SF	
	One-bedroom units	675 SF	784 SF	
	Two-bedroom units	800 SF	1,225 SF	
	Three-bedroom units	925 SF	1,496 SF	
19.04.060-F: Setbacks and Height Restrictions - Principal Building	Minimum front and street side setback	30 FT	>30 FT	
	Minimum setback, interior side	30 FT	23 FT	
	Minimum rear setback	30 FT	12 FT	
	Maximum building height 35 feet, or no more than 3 stories	35 FT	52.67 FT	
		3 ST	5 ST	
	Distance between buildings:			
	One story building 20 feet	20 FT	N/A FT	
	Two-story building 30 feet	30 FT	N/A FT	
	Three-story building 40 feet	40 FT	N/A FT	
			50 FT	Btwn K/J and K/H.2
19.04.060-H: Density Limited	Maximum density, other (20 units per net acre)	334 UNITS	301 UNITS	
19.06.040: B3 General Commercial and Office District				
19.04.060-D: Lot Requirements	Maximum lot size	10 AC	<10 AC	
	Maximum lot coverage	35 %	<35 %	
	Minimum Green Space	25 %	10%	
19.04.060-E: Setbacks, Size & Height Restrictions - Principal Building	Minimum setback from any street (25 FT or Height of the building, whichever is greater)	25 FT	<25 FT	Buildings A/B/F only
	Minimum rear yard setback (25 FT or Height of the building, whichever is greater)	25 FT	>25 FT	
	Minimum setback from any residential lot line (25 FT or Height of the building, whichever is greater)	25 FT	>25 FT	
	Minimum parking setback, all sides	10 FT	<10 FT	
	Maximum building height 35 feet, or no more than 3 stories	50 FT	25 FT	
		4 ST	1 ST	
Landscape Requirements				
19.11.020	Interior Landscaping for Off-street Parking Areas: landscaped islands must be a min of 200 SF landscaped peninsulas must be a min 100 SF the min width of islands between curbs is 5 feet			We are meeting the # of trees required, but not the size of the parking islands as noted
	Screening for Off-Street Parking Areas street frontage 8' greenbelt in width 6' greenbelt along all interior lot lines			This is not the ROW area, but inside of the property line.
	Foundation Plantings: Foundation plantings to be incorporated along each building façade visible from a public right-of-way.			Many buildings are adjacent to the sidewalk and do not have room for landscape unless some changes are made. Foundation plantings were added where possible.
Parking Requirements				
19.11.010 (Vehicle)	Multi-family, other up to 1 bedroom 2 or more bedrooms the min width of islands between curbs is 5 feet	 1.7 /Unit 2.2 /Unit	 1.3 /Unit 2.0 /Unit	Refer to September 2016 Shared Parking Study for more detailed information
	Retail			
	Accommodation and Food Service Uses			
	Entertainment and Recreation Uses			
19.11.010 (Bicycle)	Commercial (10+5% of amount of parking over 100)	46	46	
	Residential ((1) for every (2) Dwelling Units)	148	148	
Signage Requirements				
21.06.100 (b) 2	Sign Dimensions Height Area	 20 FT 100 SF	 30 FT 450 SF	

Exhibit received September 1, 2016

Wheeling Town Center
Zoning Variation – Landscaping & Tree Replacement
Variation Standards

1. Physical Conditions vs. Convenience. That there are present actual physical conditions applying to the lot, parcel, building, structure, use or intended use on that premises which are creating the practical difficulty or unnecessary hardship in the application of this Title, as distinguished from a mere inconvenience to the owner if the strict letter of the regulations are required.

   Response: The subject property is a large and significant parcel in the Village which the Applicant seeks to develop in a comprehensive and integrated manner that is consistent with the Village Comprehensive Plan. As such, relief is needed from the strict letter of the Village Code with respect to landscaping, including the landscaping requirements for the parking lots and buildings, in order to accommodate a thoughtful and convenient parking layout and allow for a pedestrian-friendly development..

2. Unique vs. General Conditions. That the conditions are unique, exceptional, extraordinary or unusual circumstances applying only or primarily to the property under appeal and are not of such a general or recurrent nature elsewhere in the same zoning district as to suggest or establish the basis for future variations, ordinance changes or amendments.

   Response: The conditions giving rise to the requested variation include the applicant's and the Village's desire to accommodate an integrated, pedestrian-friendly, mixed-use development. This is a unique opportunity, which exists due to the size, layout and location of the subject property. These conditions are not recurrent elsewhere in the district.

3. Conditions Not Created by Appellant. That the alleged conditions creating the difficulty or hardship were not caused by the appellant nor by any person still having an interest in the property. A self-imposed hardship is not a basis for granting a variation, nor are financial concerns.

   Response: The applicant is the contract purchaser and the property is currently vacant. The conditions arise as a result of the desire to develop the property in a manner consistent with the Village Comprehensive Plan. As such, the difficulty or hardship were not caused by the applicant.

4. Reasonable Return. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulation in that zone.

   Response: If the property were only permitted to be used as permitted under the zoning ordinance, the proposed integrated development would not be permitted. This is not a reasonable or desirable use of the subject property, which presents a unique development opportunity for the Village.

5. Essential Character. The granting of the variation will not alter the essential character of the locality.

   Response: The proposed development will maintain a significant amount of landscaping, including a Village Green area in the middle of the development that fosters a sense of

community. Therefore, granting the variation will have a positive impact on – but will not alter – the essential character of the locality.

6. Environmental Quality. The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

   Response: The proposed variation will not have any detrimental effects on the environmental quality of the surrounding properties and will enhance the neighborhood and Village as a whole by making productive use of a currently-vacant and significant parcel of land.

Wheeling Town Center
Zoning Variation – Minimum Floor Area
<u>Variation Standards</u>

1. Physical Conditions vs. Convenience. That there are present actual physical conditions applying to the lot, parcel, building, structure, use or intended use on that premises which are creating the practical difficulty or unnecessary hardship in the application of this Title, as distinguished from a mere inconvenience to the owner if the strict letter of the regulations are required.

   Response: The proposed development intends to provide a variety of unit types and options for future residents, including efficiency units that are slightly smaller than the minimum floor area required for efficiency units in the R4 District. The smaller floor area is needed in order to achieve the desired floor plans and building footprint that works within the overall proposed development.

2. Unique vs. General Conditions. That the conditions are unique, exceptional, extraordinary or unusual circumstances applying only or primarily to the property under appeal and are not of such a general or recurrent nature elsewhere in the same zoning district as to suggest or establish the basis for future variations, ordinance changes or amendments.

   Response: The conditions giving rise to the requested variation include the proximity to the Metra train, size and overall location of the subject property. This presents the opportunity to build a transit-oriented development on the site, which often entails smaller floor plans and higher density. Further, the building has been designed to fit within the development as a whole, which is unique to this property and not likely to be duplicated elsewhere in the district.

3. Conditions Not Created by Appellant. That the alleged conditions creating the difficulty or hardship were not caused by the appellant nor by any person still having an interest in the property. A self-imposed hardship is not a basis for granting a variation, nor are financial concerns.

   Response: The applicant is the contract purchaser and the property is currently vacant. The conditions arise as a result of the desire to develop the property in a manner consistent with the Village Comprehensive Plan. As such, the difficulty or hardship were not caused by the applicant.

4. Reasonable Return. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulation in that zone.

   Response: If the efficiency units were made bigger, the property could not be developed with the mixed-use development that offers a variety of residential housing types consistent with the Comprehensive Plan.

5. Essential Character. The granting of the variation will not alter the essential character of the locality.

   Response: Granting the variation will have no impact on the essential character of the locality.

6. Environmental Quality. The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

   Response: The proposed variation will not have any detrimental effects on the environmental quality of the surrounding properties and will enhance the neighborhood and Village as a whole by making productive use of a currently-vacant and significant parcel of land.

Wheeling Town Center
Zoning Variation – Open Space
Variation Standards

1. Physical Conditions vs. Convenience. That there are present actual physical conditions applying to the lot, parcel, building, structure, use or intended use on that premises which are creating the practical difficulty or unnecessary hardship in the application of this Title, as distinguished from a mere inconvenience to the owner if the strict letter of the regulations are required.

   Response: The subject property is a large and significant parcel in the Village, which the Applicant seeks to develop in a comprehensive and integrated manner that is consistent with the Village Comprehensive Plan. As such, relief is needed from the strict letter of the Village Code with respect to open space in order to allow for an integrated mixed-use development on the property that continues to provide parking for Metra commuters, which is not possible under conventional zoning.

2. Unique vs. General Conditions. That the conditions are unique, exceptional, extraordinary or unusual circumstances applying only or primarily to the property under appeal and are not of such a general or recurrent nature elsewhere in the same zoning district as to suggest or establish the basis for future variations, ordinance changes or amendments.

   Response: The subject property is unique in the Village in its size, layout, and proximity to the Metra and other Village services. These conditions do not exist in other properties in the Village or zoning district.

3. Conditions Not Created by Appellant. That the alleged conditions creating the difficulty or hardship were not caused by the appellant nor by any person still having an interest in the property. A self-imposed hardship is not a basis for granting a variation, nor are financial concerns.

   Response: The applicant is the contract purchaser and the property is currently vacant. As such, the difficulty or hardship were not caused by the applicant.

4. Reasonable Return. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulation in that zone.

   Response: If the property were only permitted to be used as permitted under the zoning ordinance, the proposed integrated development would not be permitted. This is not a reasonable or desirable use of the subject property, which presents a unique development opportunity for the Village.

5. Essential Character. The granting of the variation will not alter the essential character of the locality.

   Response: Granting the variation will allow for the proposed development, which will bring life and activity to this area of Wheeling and be an amenity to the Village, its residents and visitors. This includes providing unique retail opportunities, a "Village Green" for community gatherings and events, and providing a housing option that is underrepresented in the area. As

such, granting the variation will benefit the locality as opposed to altering its essential character.

6. Environmental Quality. The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

   Response: The proposed variation will not have any detrimental effects on the environmental quality of the surrounding properties and will enhance the neighborhood and Village as a whole by making productive use of a currently-vacant and significant parcel of land.

Wheeling Town Center
Zoning Variation – Parking Stall Size
<u>Variation Standards</u>

1. Physical Conditions vs. Convenience. That there are present actual physical conditions applying to the lot, parcel, building, structure, use or intended use on that premises which are creating the practical difficulty or unnecessary hardship in the application of this Title, as distinguished from a mere inconvenience to the owner if the strict letter of the regulations are required.

   Response: The Fire Department requires additional width for certain drive aisles to ensure adequate access to the southernmost portion of the property due to the property's size and configuration. Further, the relocated gas pipeline along the western boundary of the property requires a wider drive aisle in that portion of the property. Therefore, the 1.5' parking stall size variation is required in order to accommodate these additional drive aisle width requirements while maintaining an appropriate amount of parking for the development.

2. Unique vs. General Conditions. That the conditions are unique, exceptional, extraordinary or unusual circumstances applying only or primarily to the property under appeal and are not of such a general or recurrent nature elsewhere in the same zoning district as to suggest or establish the basis for future variations, ordinance changes or amendments.

   Response: The conditions giving rise to the requested variation include the size and configuration of the property and the presence of the gas pipeline. The conditions are unique to this site and unlikely to recur elsewhere in the zoning district.

3. Conditions Not Created by Appellant. That the alleged conditions creating the difficulty or hardship were not caused by the appellant nor by any person still having an interest in the property. A self-imposed hardship is not a basis for granting a variation, nor are financial concerns.

   Response: The applicant is the contract purchaser and the property is currently vacant. The conditions arise as a result of physical conditions related to the property. As such, the difficulty or hardship were not caused by the applicant.

4. Reasonable Return. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulation in that zone.

   Response: If required to provide the additional 1.5' for the parking stalls, the site would need to be reconfigured and a significant amount of parking would be eliminated. This would reduce the feasibility of developing a transit-oriented, mixed-use development on the property consistent with the Comprehensive Plan.

5. Essential Character. The granting of the variation will not alter the essential character of the locality.

   Response: Granting the variation will have no impact on the essential character of the locality. The additional 1.5' will be accommodated by means of vehicle overhang space over the adjacent landscaped islands. Therefore, the requested variation will have no impact on the property or its users.

6. Environmental Quality. The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

   Response: The proposed variation will not have any detrimental effects on the environmental quality of the surrounding properties and will enhance the neighborhood and Village as a whole by making productive use of a currently-vacant and significant parcel of land.

Wheeling Town Center
Zoning Variation – Parking
<u>Variation Standards</u>

1. Physical Conditions vs. Convenience. That there are present actual physical conditions applying to the lot, parcel, building, structure, use or intended use on that premises which are creating the practical difficulty or unnecessary hardship in the application of this Title, as distinguished from a mere inconvenience to the owner if the strict letter of the regulations are required.

   Response: The proposed development utilizes high-quality architecture and site planning for a mixed-use development that incorporates a variety of complementary uses. Adding parking would require increased height in the residential building and more surface parking throughout the site, which would compromise the site plan and undermine the transit-oriented nature of the development that the Applicant is trying to achieve. Further, as the shared parking study demonstrates, the parking needs of both the commercial and residential components of the proposed development are well-served by the proposed parking.

2. Unique vs. General Conditions. That the conditions are unique, exceptional, extraordinary or unusual circumstances applying only or primarily to the property under appeal and are not of such a general or recurrent nature elsewhere in the same zoning district as to suggest or establish the basis for future variations, ordinance changes or amendments.

   Response: The conditions giving rise to the requested variation include the proximity to the Metra train, size and overall location of the subject property. This presents the opportunity to build a transit-oriented development on the site, which by definition require less parking. The conditions are unique to this site and unlikely to recur elsewhere in the zoning district.

3. Conditions Not Created by Appellant. That the alleged conditions creating the difficulty or hardship were not caused by the appellant nor by any person still having an interest in the property. A self-imposed hardship is not a basis for granting a variation, nor are financial concerns.

   Response: The applicant is the contract purchaser and the property is currently vacant. The conditions arise as a result of the desire to develop the property in a manner consistent with the Village Comprehensive Plan and best practices for transit-oriented developments. As such, the difficulty or hardship were not caused by the applicant.

4. Reasonable Return. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulation in that zone.

   Response: If required to provide parking as required by the Village Code, the property could not yield a reasonable return while being developed with a transit-oriented, mixed-use development consistent with the Comprehensive Plan.

5. Essential Character. The granting of the variation will not alter the essential character of the locality.

   Response: Granting the variation will have no impact on the essential character of the locality.

6. Environmental Quality. The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

   Response: The proposed variation will not have any detrimental effects on the environmental quality of the surrounding properties and will enhance the neighborhood and Village as a whole by making productive use of a currently-vacant and significant parcel of land. Further, reduced parking will encourage alternative modes of transportation and decrease the traffic impact of the proposed development on the surrounding area.

Wheeling Town Center
Zoning Variation – Sign Location
Variation Standards

1. Physical Conditions vs. Convenience. That there are present actual physical conditions applying to the lot, parcel, building, structure, use or intended use on that premises which are creating the practical difficulty or unnecessary hardship in the application of this Title, as distinguished from a mere inconvenience to the owner if the strict letter of the regulations are required.

   Response: This subject property is unique with respect to its size, location, irregular shape and limited frontage along the Dundee Road right-of-way relative to its overall depth. The proposed development intends to utilize high-quality and creative site design with ample landscaping and open space while providing visual interest along the public right-of-way.

2. Unique vs. General Conditions. That the conditions are unique, exceptional, extraordinary or unusual circumstances applying only or primarily to the property under appeal and are not of such a general or recurrent nature elsewhere in the same zoning district as to suggest or establish the basis for future variations, ordinance changes or amendments.

   Response: The conditions giving rise to the requested variation include the size and configuration of the subject property, including its relatively limited frontage along Dundee Road. These conditions are unique to this site and unlikely to be recurrent elsewhere in the zoning district.

3. Conditions Not Created by Appellant. That the alleged conditions creating the difficulty or hardship were not caused by the appellant nor by any person still having an interest in the property. A self-imposed hardship is not a basis for granting a variation, nor are financial concerns.

   Response: The applicant is the contract purchaser and the property is currently vacant. The conditions arise as a result of size and configuration of the property and were not created by the applicant.

4. Reasonable Return. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulation in that zone.

   Response: Development of a high-quality, mixed use development that is consistent with the Village Comprehensive Plan is appropriate for the subject property, which is not possible under conventional zoning regulations.

5. Essential Character. The granting of the variation will not alter the essential character of the locality.

   Response: Granting the variation will have no impact on the essential character of the locality.

6. Environmental Quality. The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

Response: The proposed variation will not have any detrimental effects on the environmental quality of the surrounding properties and will enhance the neighborhood and Village as a whole by making productive use of a currently-vacant and significant parcel of land.

WHEELING TOWN CENTER

E DUNDEE RD & NORTHGATE PKWY
WHEELING, ILLINOIS

CALLISONRTKL™
A DESIGN CONSULTANCY OF ARCADIS

FINAL PUD SUBMITTAL 09.20.2016

DRAWING LIST

PUD-000 COVER SHEET

RESIDENTIAL PLANS
PUD-100 ARCHITECTURAL SITE PLAN
PUD-111 RESIDENTIAL LEVEL 1 FLOOR PLAN
PUD-112 RESIDENTIAL LEVEL 2 FLOOR PLAN
PUD-113 RESIDENTIAL LEVEL 3-5 FLOOR PLAN
PUD-116 RESIDENTIAL ROOF PLAN
PUD-117 GARAGE ROOF PLAN
PUD-200 RESIDENTIAL EXTERIOR ELEVATIONS
PUD-201 RESIDENTIAL EXTERIOR ELEVATIONS
PUD-202 RESIDENTIAL EXTERIOR ELEVATIONS

CINEMA PLANS
A100 MASTER PLAN
A101 GROUND LEVEL
A102 UPPER LEVEL
A103 ROOF LEVEL
A104 FACADES EAST & NORTH
A104a FACADES SOUTH & WEST
A105 GENERAL SECTIONS
A106 THEATER SECTIONS
EAST ELEVATION RENDERING
NORTH ELEVATION RENDERING

CIVIL PLANS
C0.1 VILLAGE OF WHEELING GENERAL NOTES
C0.2 M.W.R.D.G.C GENERAL NOTES
C0.3 COVER SHEET
C0.4 COVER SHEET
C1.1 SITE DEMOLITION PLAN (NORTH)
C1.2 SITE DEMOLITION PLAN (SOUTH)
C2.1 SITE GEOMETRY PLAN (NORTH)
C2.2 SITE GEOMETRY PLAN (SOUTH)
C3.1 SITE UTILITY PLAN-STORM (NORTH)
C3.2 SITE UTILITY PLAN-STORM (SOUTH)
C3.3 SITE UTILITY PLAN-SANITARY (NORTH)
C3.4 SITE UTILITY PLAN-SANITARY (SOUTH)
C3.5 SITE UTILITY PLAN-WATER (NORTH)
C3.6 SITE UTILITY PLAN-WATER (SOUTH)
C4.1 SITE GRADING & PAVING PLAN (NORTH)
C4.2 SITE GRADING & PAVING PLAN (SOUTH)
C5.1 SITE EROSION & SEDIMENT CONTROL PLAN (NORTH)
C5.2 SITE EROSION & SEDIMENT CONTROL PLAN (SOUTH)
C6.1 SITE WORK DETAILS
C6.2 SITE WORK DETAILS
C6.3 SITE WORK DETAILS
C6.4 SITE WORK DETAILS
C6.5 SITE WORK DETAILS
C6.6 SITE WORK DETAILS
C6.7 SITE WORK DETAILS
CX1.1 DRAINAGE EXHIBIT (NORTH)
CX1.2 DRAINAGE EXHIBIT (SOUTH)
CX2.1 FIRE TRUCK MOVEMENT
CX5.1 SECTION VIEWS

LANDSCAPE PLANS
L0.0 TREE SURVEY
L1.0 OVERALL LANDSCAPE PLAN & SHEET KEY
L1.1 LANDSCAPE PLAN
L1.2 LANDSCAPE PLAN
L1.3 LANDSCAPE PLAN
L1.4 LANDSCAPE PLAN
L1.5 LANDSCAPE PLANT LIST
L1.6 LANDSCAPE PLANT PALETTE
L2.0 OVERALL LAYOUT PLAN & SHEET KEY
L2.1 LAYOUT PLAN
L2.2 LAYOUT PLAN - NORTHGATE PARKWAY
L2.21 NORTHGATE PARKWAY
L2.3 LAYOUT PLAN - VILLAGE GREEN
L2.4 LAYOUT PLAN
L3.0 IRRIGATION PLAN

SITE LIGHTING PLAN
SL-100 SITE LIGHTING PLAN

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PH: (847) 943-0704
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ERIKSSON ENGINEERING ASSOCIATES
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LOW VOLTAGE ENGINEER
NETWORK TECHNOLOGIES, INC.
320 SOUTH PERRY STREET
LAWRENCEVILLE, GA 30045
PH: (678) 460-3932
CONTACT: JEFF COOK

LOCATION MAP

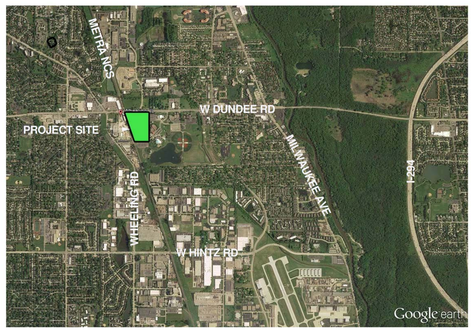


Exhibit received September 21, 2016

1 LEVEL 1
1/16" = 1'-0"

CALLISONRTKL
A DESIGN CONSULTANCY OF ARCADIS

CALLISONRTKL
200 S. MICHIGAN AVENUE
CHICAGO, IL 60604
312-542-5900 MAIN
312-542-5901 FAX
WWW.RTKL.COM
PROJECT NUMBER 030-120019.01

CONSULTANT

PROJECT

WHEELING TOWN CENTER - BUILDING K

CLIENT

WTC, LLC
740 WAUKEGAN ROAD
SUITE #310
DEERFIELD, IL 60015

Exhibit received September 21, 2016

ISSUE DRAWING LOG

8	09.20.2016	FINAL PUD SUBMITTAL
7	09.01.2016	FINAL PUD SUBMITTAL

SEAL

SHEET IDENTIFICATION

TITLE

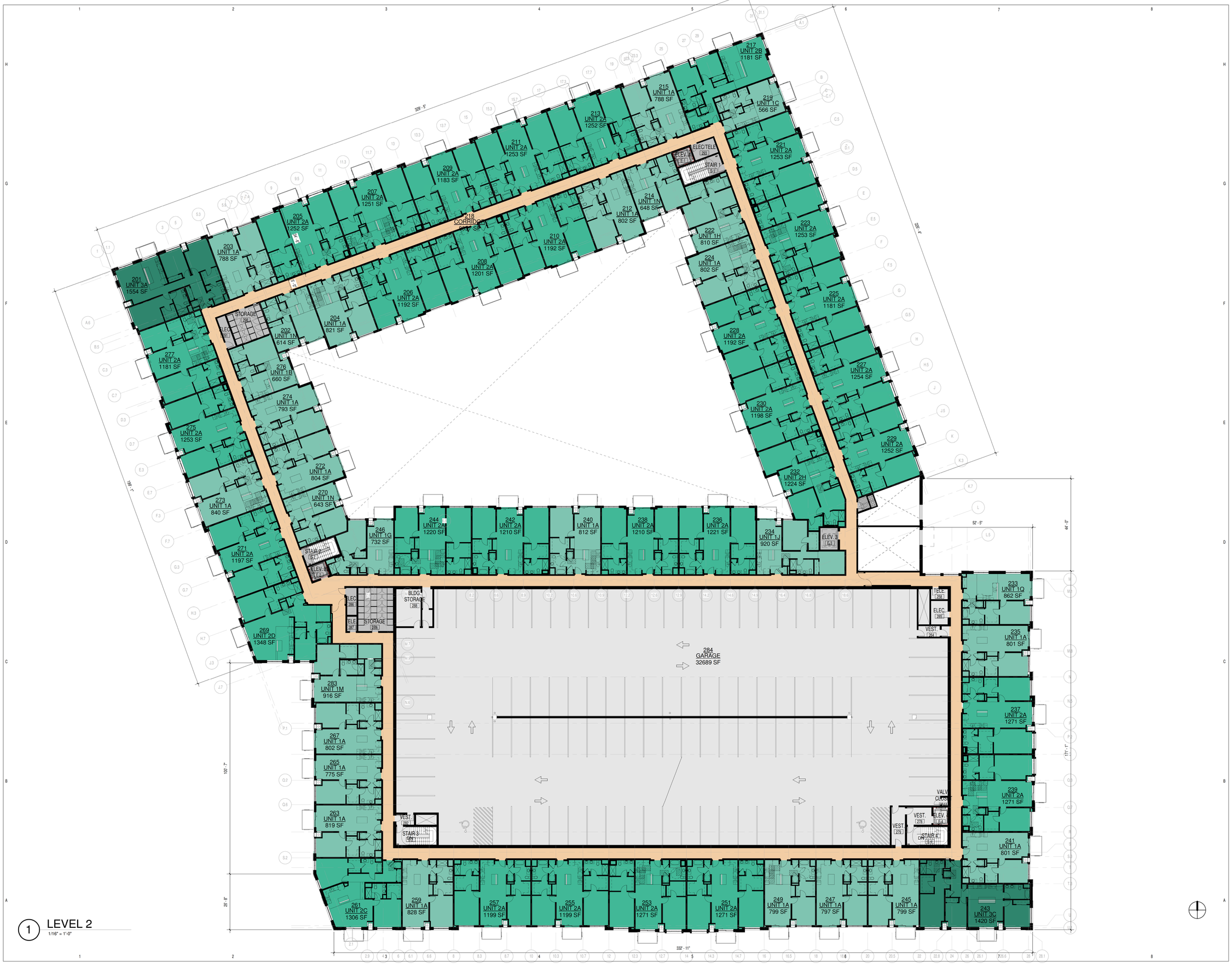
RESIDENTIAL LEVEL 1 FLOOR PLAN

NUMBER

PUD-111

2016 CALLISONRTKL INC.

FILE NAME: C:\Users\mvitale\Documents\WTC - CENTRAL 2016 _mvitale.rvt
TIME 9/20/2016 4:51:54 PM



1 LEVEL 2
1/16" = 1'-0"

FILE NAME: C:\Users\mvitale\Documents\WTC - CENTRAL 2016 _mvitale.rvt

TIME: 9/20/2016 4:52:29 PM

CALLISONRTKL
A DESIGN CONSULTANCY OF ARCADIS

CALLISONRTKL
200 S. MICHIGAN AVENUE
CHICAGO, IL 60604
312-542-5900 MAIN
312-542-5901 FAX
WWW.RTKL.COM
PROJECT NUMBER 030-120019.01

CONSULTANT

PROJECT

WHEELING TOWN CENTER - BUILDING K

CLIENT

WTC, LLC
740 WAUKEGAN ROAD
SUITE #310
DEERFIELD, IL 60015

Exhibit received September 21, 2016

ISSUE DRAWING LOG

8	09.20.2016	FINAL PUD SUBMITTAL
7	09.01.2016	FINAL PUD SUBMITTAL

SEAL

SHEET IDENTIFICATION

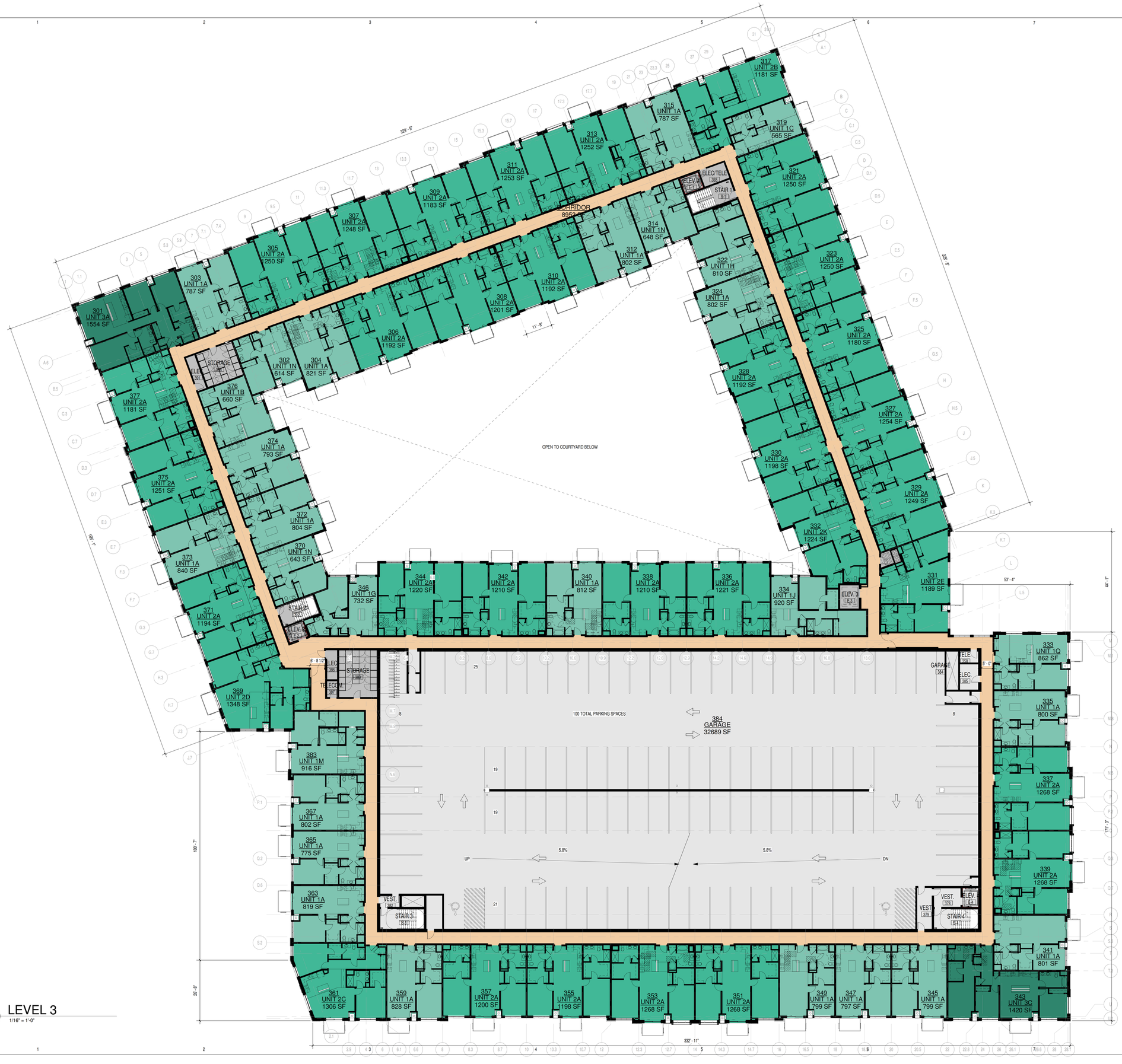
TITLE

RESIDENTIAL LEVEL 2 FLOOR PLAN

NUMBER

PUD-112

2016 CALLISONRTKL INC.



1 LEVEL 3
1/16" = 1'-0"

FILE NAME: C:\Users\mvitale\Documents\WTC - CENTRAL 2016 _mvitale.rvt

TIME 9/20/2016 4:53:04 PM

CALLISONRTKL
A DESIGN CONSULTANCY OF ARCADIS

CALLISONRTKL
200 S. MICHIGAN AVENUE
CHICAGO, IL 60604
312-542-5900 MAIN
312-542-5901 FAX
WWW.RTKL.COM
PROJECT NUMBER 030-120019.01

CONSULTANT

PROJECT

WHEELING TOWN CENTER - BUILDING K

CLIENT

WTC, LLC
740 WAUKEGAN ROAD
SUITE #310
DEERFIELD, IL 60015

Exhibit received September 21, 2016

ISSUE DRAWING LOG

8	09.20.2016	FINAL PUD SUBMITTAL
7	09.01.2016	FINAL PUD SUBMITTAL

SEAL

SHEET IDENTIFICATION

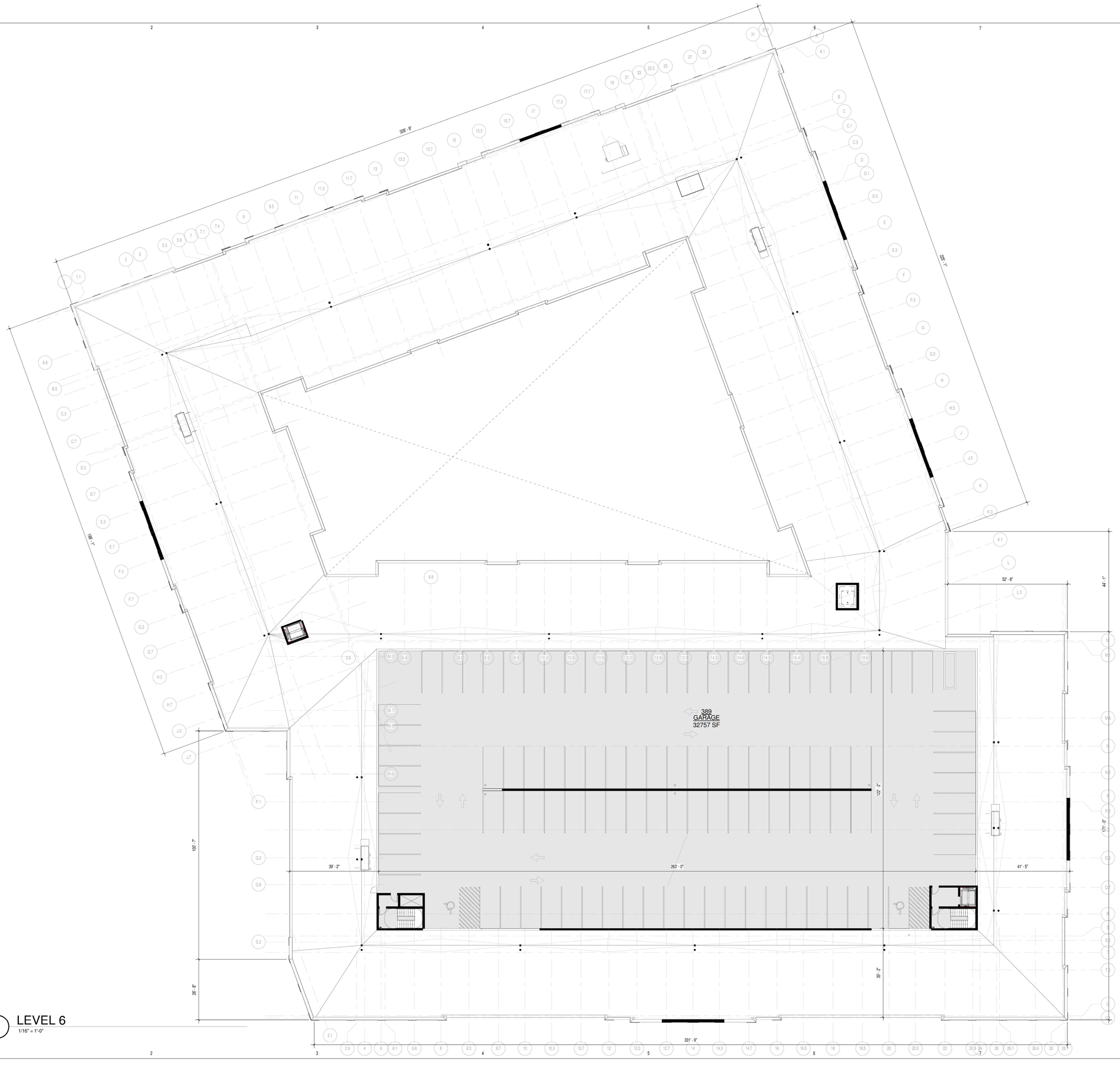
TITLE

RESIDENTIAL LEVEL 3-5 FLOOR PLAN

NUMBER

PUD-113

2016 CALLISONRTKL INC.



1 LEVEL 6
1/16" = 1'-0"

FILE NAME: C:\Users\mvitale\Documents\WTC - CENTRAL 2016_mvitale.rvt
TIME 9/20/2016 4:53:31 PM

CALLISONRTKL
A DESIGN CONSULTANCY OF ARCADIS

CALLISONRTKL
200 S. MICHIGAN AVENUE
CHICAGO, IL 60604
312-542-5900 MAIN
312-542-5901 FAX
WWW.RTKL.COM
PROJECT NUMBER 030-120019.01

CONSULTANT

PROJECT

WHEELING TOWN CENTER - BUILDING K

CLIENT

WTC, LLC
740 WAUKEGAN ROAD
SUITE #310
DEERFIELD, IL 60015

Exhibit received September 21, 2016

ISSUE DRAWING LOG

8	09.20.2016	FINAL PUD SUBMITTAL
7	09.01.2016	FINAL PUD SUBMITTAL

SEAL

SHEET IDENTIFICATION

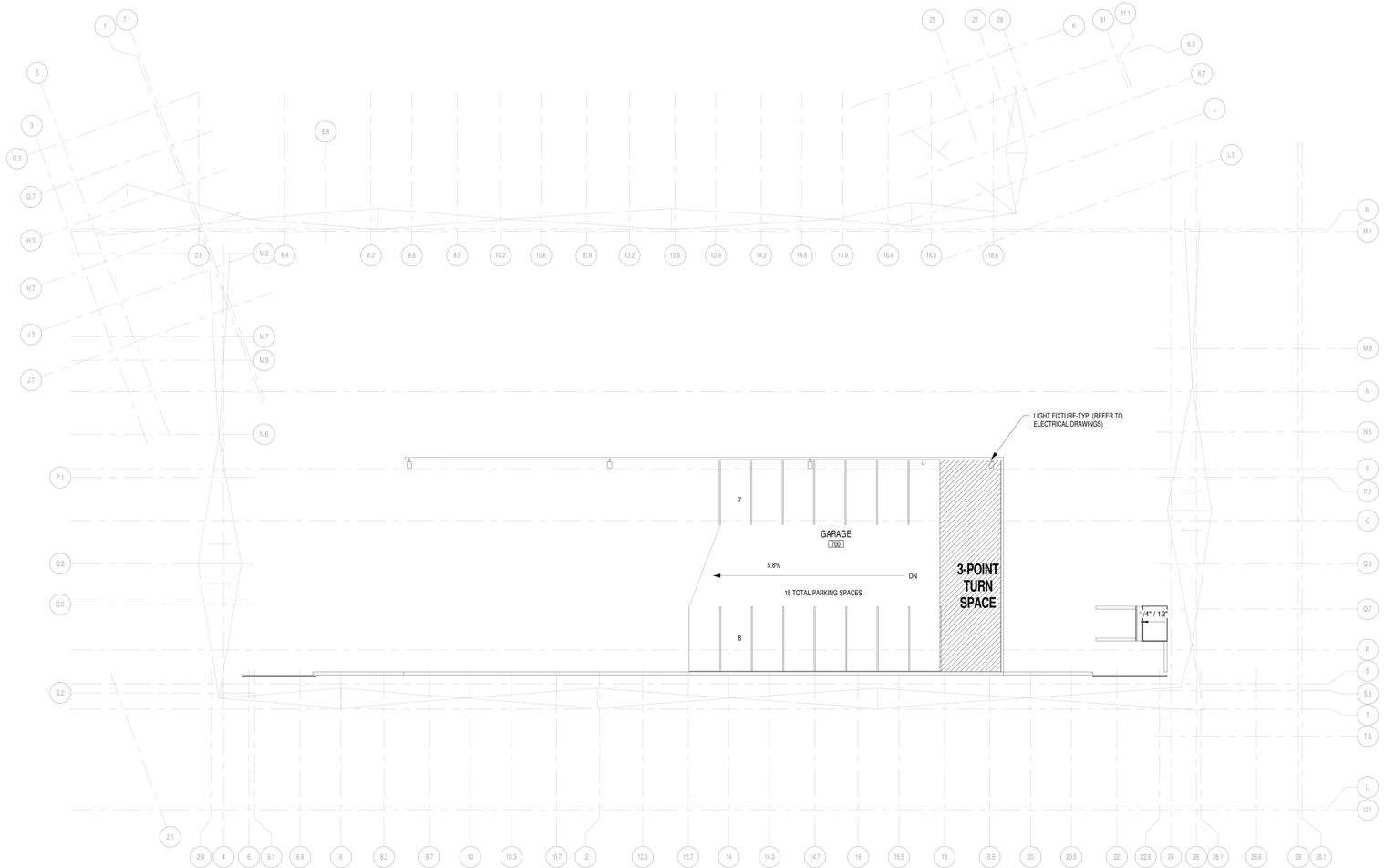
TITLE

RESIDENTIAL ROOF PLAN

NUMBER

PUD-116

2016 CALLISONRTKL INC.



1 GARAGE ROOF
1/16" = 1'-0"

CALLISONRTKL
A DESIGN CONSULTANCY OF ARCADIS

CALLISONRTKL
200 S. MICHIGAN AVENUE
CHICAGO, IL 60604
312-542-5900 MAIN
312-542-5901 FAX
WWW.RTKL.COM
PROJECT NUMBER 030-120019.01

CONSULTANT

PROJECT

WHEELING TOWN CENTER - BUILDING K

CLIENT

WTC, LLC
740 WAUKEGAN ROAD
SUITE #310
DEERFIELD, IL 60015

Exhibit received September 21, 2016

ISSUE DRAWING LOG

8	09.20.2016	FINAL PUD SUBMITTAL
7	09.01.2016	FINAL PUD SUBMITTAL

SEAL

SHEET IDENTIFICATION

TITLE

GARAGE ROOF PLAN

NUMBER

PUD-117

2016 CALLISONRTKL INC.

FILE NAME: C:\Users\mwitale\Documents\WTC - CENTRAL 2016 _mwitale.rvt

TIME: 9/20/2016 4:53:53 PM

2 NORTH ELEVATION

1" = 10'-0"

1B EAST ELEVATION (CORNER)

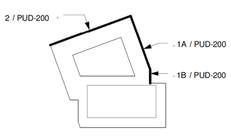
1" = 10'-0"

1A EAST ELEVATION (NORTH END)

1" = 10'-0"

Exterior Material Schedule (PUD)

Material: Keynote	Material: Description	Material: Model	Material: Color
CST-1A	CAST STONE	SMOOTH/SPLIT FACE	WHITE & LIMESTONE
CST-1B	CAST STONE	SMOOTH/SPLIT FACE	GREY - TBD
FB-1A	FACE BRICK	UTILITY BRICK	DOVE
FB-1B	FACE BRICK	UTILITY BRICK	CHEYENNE BLEND
FB-1C	FACE BRICK	UTILITY BRICK	MONUMENT WHITE
FB-1D	FACE BRICK	UTILITY BRICK	DARK GRAY
FB-2C	FACE BRICK	DOUBLE MONARCH	MONUMENT WHITE
FB-3A	SOLDIER COURSE BRICK	MODULAR ECONOMO	DOVE
FB-3B	FACE BRICK	MODULAR ECONOMO	CHEYENNE BLEND
FB-3C	SOLDIER COURSE BRICK	MODULAR ECONOMO	MONUMENT WHITE
FCB-1A	FIBER CEMENT BOARD	SMOOTH	AGED PEWTER
FCB-1B	FIBER CEMENT BOARD	SMOOTH	COBBLE STONE
FCB-1C	FIBER CEMENT BOARD	SMOOTH	RICH ESPRESSO
FCB-1D	FIBER CEMENT BOARD	SMOOTH	TO MATCH MP-1A
MP-1A	METAL PANEL	SMOOTH FINISH	COLOR TBD



ELEVATION KEY

1" = 200'-0"

FILENAME C:\Users\mwiale\Documents\WTC - CENTRAL 2016 _mwiale.rvt

TIME 9/20/2016 4:55:03 PM

CALLISONRTKL
A DESIGN CONSULTANCY OF ARCADIS

CALLISONRTKL
200 S. MICHIGAN AVENUE
CHICAGO, IL 60604
312-542-5900 MAIN
312-542-5901 FAX
WWW.RTKL.COM
PROJECT NUMBER 030-120019.01

CONSULTANT

PROJECT

WHEELING TOWN CENTER - BUILDING K

CLIENT

WTC, LLC
740 WAUKEGAN ROAD
SUITE #310
DEERFIELD, IL 60015

Exhibit received September 21, 2016

ISSUE DRAWING LOG

8	09.20.2016	FINAL PUD SUBMITTAL
7	09.01.2016	FINAL PUD SUBMITTAL

SEAL

SHEET IDENTIFICATION

TITLE

RESIDENTIAL EXTERIOR ELEVATIONS

NUMBER

PUD-200

2016 CALLISONRTKL INC.

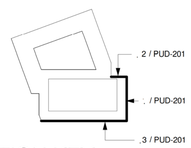
3 SOUTH ELEVATION
1" = 10'-0"

2 EAST ELEVATION (MIDDLE)
1" = 10'-0"

1 EAST ELEVATION (SOUTH END)
1" = 10'-0"

Exterior Material Schedule (PUD)

Material: Keynote	Material: Description	Material: Model	Material: Color
CST-1A	CAST STONE	SMOOTH/SPLIT FACE	WHITE & LIMESTONE
CST-1B	CAST STONE	SMOOTH/SPLIT FACE	GREY - TBD
FB-1A	FACE BRICK	UTILITY BRICK	DOVE
FB-1B	FACE BRICK	UTILITY BRICK	CHEYENNE BLEND
FB-1C	FACE BRICK	UTILITY BRICK	MONUMENT WHITE
FB-1D	FACE BRICK	UTILITY BRICK	DARK GRAY
FB-2C	FACE BRICK	DOUBLE MONARCH	MONUMENT WHITE
FB-3A	SOLDIER COURSE BRICK	MODULAR ECONOMO	DOVE
FB-3B	FACE BRICK	MODULAR ECONOMO	CHEYENNE BLEND
FB-3C	SOLDIER COURSE BRICK	MODULAR ECONOMO	MONUMENT WHITE
FCB-1A	FIBER CEMENT BOARD	SMOOTH	AGED PEWTER
FCB-1B	FIBER CEMENT BOARD	SMOOTH	COBBLE STONE
FCB-1C	FIBER CEMENT BOARD	SMOOTH	RICH ESPRESSO
FCB-1D	FIBER CEMENT BOARD	SMOOTH	TO MATCH MP-1A
MP-1A	METAL PANEL	SMOOTH FINISH	COLOR TBD



ELEVATION KEY
1" = 200'-0"

FILE NAME: C:\Users\mwade\Documents\WTC - CENTRAL 2016 _rvt\ddb.rvt
TIME 9/20/2016 4:55:57 PM

CALLISONRTKL
A DESIGN CONSULTANCY OF ARCADIS

CALLISONRTKL
200 S. MICHIGAN AVENUE
CHICAGO, IL 60604
312-542-5900 MAIN
312-542-5901 FAX
WWW.RTKL.COM
PROJECT NUMBER 030-120019.01

CONSULTANT

PROJECT

WHEELING TOWN CENTER - BUILDING K

CLIENT
WTC, LLC
740 WAUKEGAN ROAD
SUITE #310
DEERFIELD, IL 60015

Exhibit received September 21, 2016

ISSUE DRAWING LOG

8	09.20.2016	FINAL PUD SUBMITTAL
7	09.01.2016	FINAL PUD SUBMITTAL

SEAL

SHEET IDENTIFICATION
TITLE
RESIDENTIAL EXTERIOR ELEVATIONS
NUMBER
PUD-201

2016 CALLISONRTKL INC.

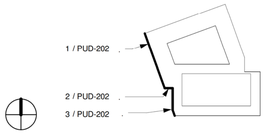
3 WEST ELEVATION (SOUTH END)
1" = 10'-0"

2 WEST ELEVATION (MIDDLE)
1" = 10'-0"

1 WEST ELEVATION (NORTH END)
1" = 10'-0"

Exterior Material Schedule (PUD)

Material: Keynote	Material: Description	Material: Model	Material: Color
CST-1A	CAST STONE	SMOOTH/SPLIT FACE	WHITE & LIMESTONE
CST-1B	CAST STONE	SMOOTH/SPLIT FACE	GREY - TBD
FB-1A	FACE BRICK	UTILITY BRICK	DOVE
FB-1B	FACE BRICK	UTILITY BRICK	CHEYENNE BLEND
FB-1C	FACE BRICK	UTILITY BRICK	MONUMENT WHITE
FB-1D	FACE BRICK	UTILITY BRICK	DARK GRAY
FB-2C	FACE BRICK	DOUBLE MONARCH	MONUMENT WHITE
FB-3A	SOLDIER COURSE BRICK	MODULAR ECONOMO	DOVE
FB-3B	FACE BRICK	MODULAR ECONOMO	CHEYENNE BLEND
FB-3C	SOLDIER COURSE BRICK	MODULAR ECONOMO	MONUMENT WHITE
FCB-1A	FIBER CEMENT BOARD	SMOOTH	AGED PEWTER
FCB-1B	FIBER CEMENT BOARD	SMOOTH	COBBLE STONE
FCB-1C	FIBER CEMENT BOARD	SMOOTH	RICH ESPRESSO
FCB-1D	FIBER CEMENT BOARD	SMOOTH	TO MATCH MP-1A
MP-1A	METAL PANEL	SMOOTH FINISH	COLOR TBD



ELEVATION KEY
1" = 200'-0"

FILE NAME: C:\Users\mvitale\Documents\WTC - CENTRAL 2016 _mvitale.rvt
TIME 9/20/2016 4:56:46 PM

CALLISONRTKL
A DESIGN CONSULTANCY OF ARCADIS

CALLISONRTKL
200 S. MICHIGAN AVENUE
CHICAGO, IL 60604
312-542-5900 MAIN
312-542-5901 FAX
WWW.RTKL.COM
PROJECT NUMBER 030-120019.01

CONSULTANT

PROJECT

WHEELING TOWN CENTER - BUILDING K

CLIENT

WTC, LLC
740 WAUKEGAN ROAD
SUITE #310
DEERFIELD, IL 60015

Exhibit received September 21, 2016

ISSUE DRAWING LOG

8	09.20.2016	FINAL PUD SUBMITTAL
7	09.01.2016	FINAL PUD SUBMITTAL

SEAL

SHEET IDENTIFICATION

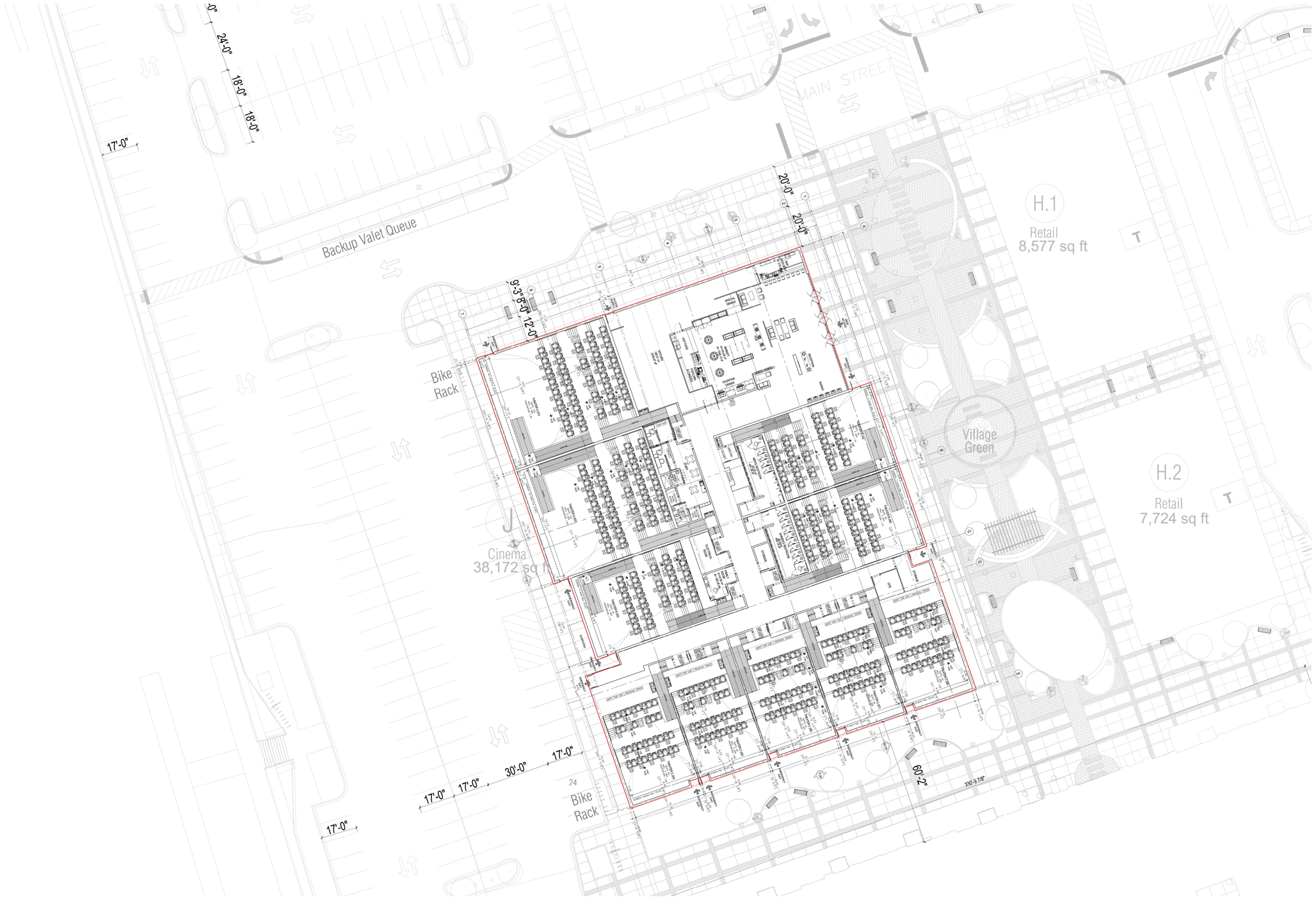
TITLE

RESIDENTIAL EXTERIOR ELEVATIONS

NUMBER

PUD-202

2016 CALLISONRTKL INC.



A.00 | MASTER PLAN

L ± 0.00, 0.00' SC. 1:250

CMX
THE VIP CINEMA EXPERIENCE

LOCATION:
WEST DUNDEE ROAD STREET, WHEELING, ILLINOIS 60090

SYMBOL LEGEND

F.F.L.	FINISH FLOOR LEVEL.
S.S.L.	STRUCTURAL SLAB LEVEL
F.C.L.	FINISH CEILING LEVEL
S.F.L.	STRUCTURAL FLOOR LEVEL.
L.S.L.	LOWER SLAB LEVEL
P.L.	PARAPET LEVEL.
F.R.L.	FINISHED ROOF LEVEL

1.22 [4'] → DIMENSIONS IN METERS / DIMENSIONS IN FEET

Exhibit received September 22, 2016

GENERAL NOTES

1. Dimensions & levels in meters and feet.
2. All the levels are referred to level 0.00, which represents the access level to cinema.
3. Levels & measures must be verified at site before any kind of work. Any discrepancy must be communicated to the manager in charge.
4. Any change must be reported and approved by the manager.
5. Level FFL ± 0.00 of the cinema corresponds to the FFL 0.00' of the complex.

COMPLEX DATA

BUILT UP AREA sq.ft	38,172 sq.ft			
CONSTRUCTION sqm	4043.17 sqm			
CONSTRUCTION sq.ft	43520.32 sq.ft			
# SEATS	796	-		

Designer

Project Leader: HF Arquitectos
Project Manager CNMX: Alejandro Tirado.

Reviews

0				
09/01/16				

Project

CINEMEX
WHEELING

MARKET

10 THEATERS

Division

ARCHITECTURE

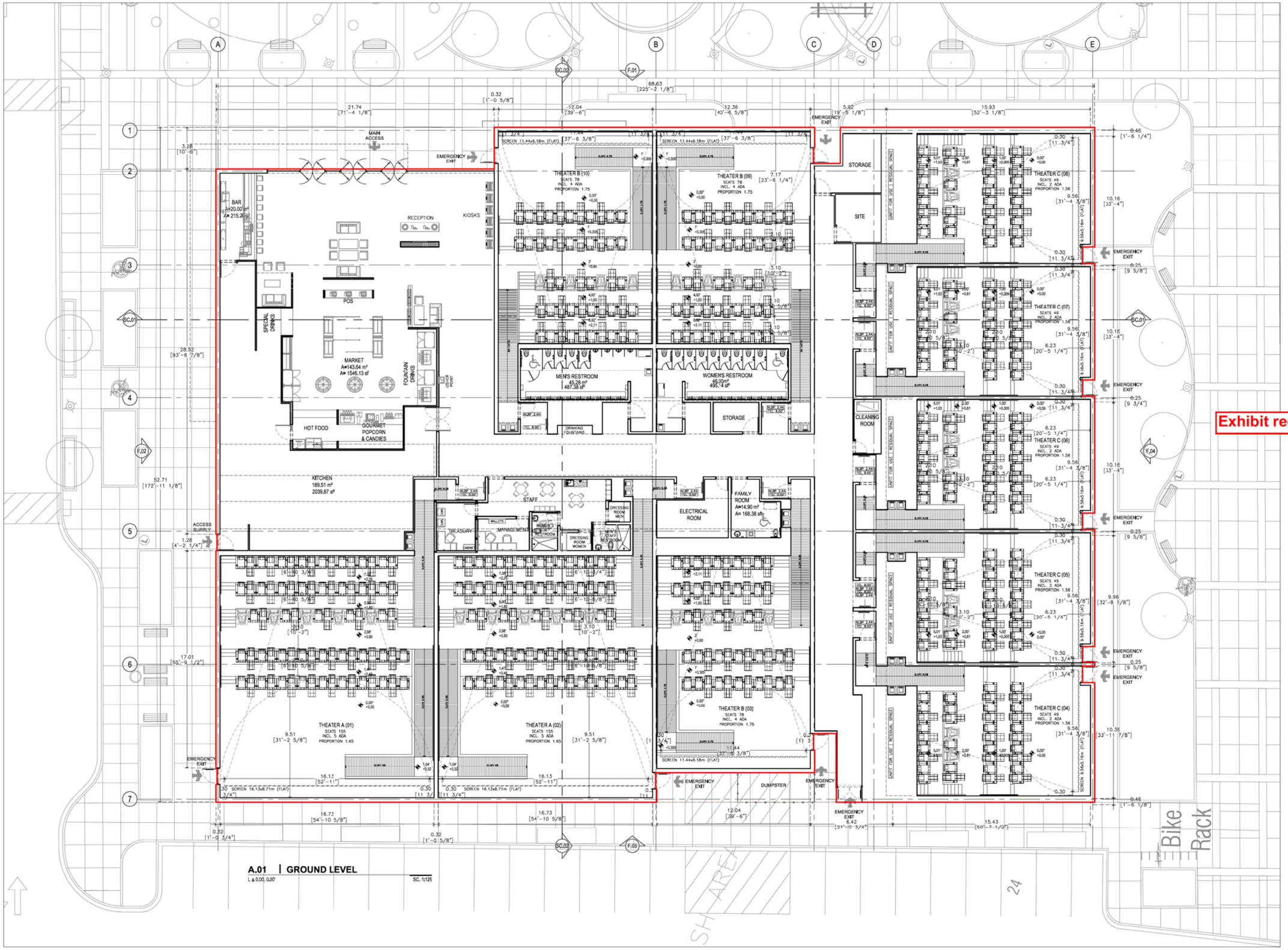
Content

MASTER PLAN
FINAL PUD SUBMITTAL

Scale 1:250

Date 09/01/16

Sheet Number A100



A.01 | GROUND LEVEL

L ± 0.00, 0.00'

SC. 1:125

CMX
THE VIP CINEMA EXPERIENCE

LOCATION:
WEST DUNDEE ROAD STREET, WHEELING, ILLINOIS 60090

SYMBOL LEGEND

F.F.L.	FINISH FLOOR LEVEL.
S.S.L.	STRUCTURAL SLAB LEVEL
F.C.L.	FINISH CEILING LEVEL
S.F.L.	STRUCTURAL FLOOR LEVEL.
L.S.L.	LOWER SLAB LEVEL
P.L.	PARAPET LEVEL.
F.R.L.	FINISHED ROOF LEVEL

1.22 [4'] → DIMENSIONS IN METERS / DIMENSIONS IN FEET

Exhibit received September 1, 2016

GENERAL NOTES

1. Dimensions & levels in meters and feet.
2. All the levels are referred to level 0.00, which represents the access level to cinema.
3. Levels & measures must be verified at site before any kind of work. Any discrepancy must be communicated to the manager in charge.
4. Any change must be reported and approved by the manager.
5. Level FFL ± 0.00 of the cinema corresponds to the FFL 0.00' of the complex.

COMPLEX DATA			
BUILT UP AREA sq.ft	38,172 sq.ft		
CONSTRUCTION sqm	4043.17 sqm		
CONSTRUCTION sq.ft	43520.32 sq.ft		
# SEATS	796	-	

Designer

Project Leader: HF Arquitectos
Project Manager CNMX: Alejandro Tirado.

Revisions			
0			
Initial Issue			

Project
CINEMEX
WHEELING

MARKET

10 THEATERS

Division
ARCHITECTURE

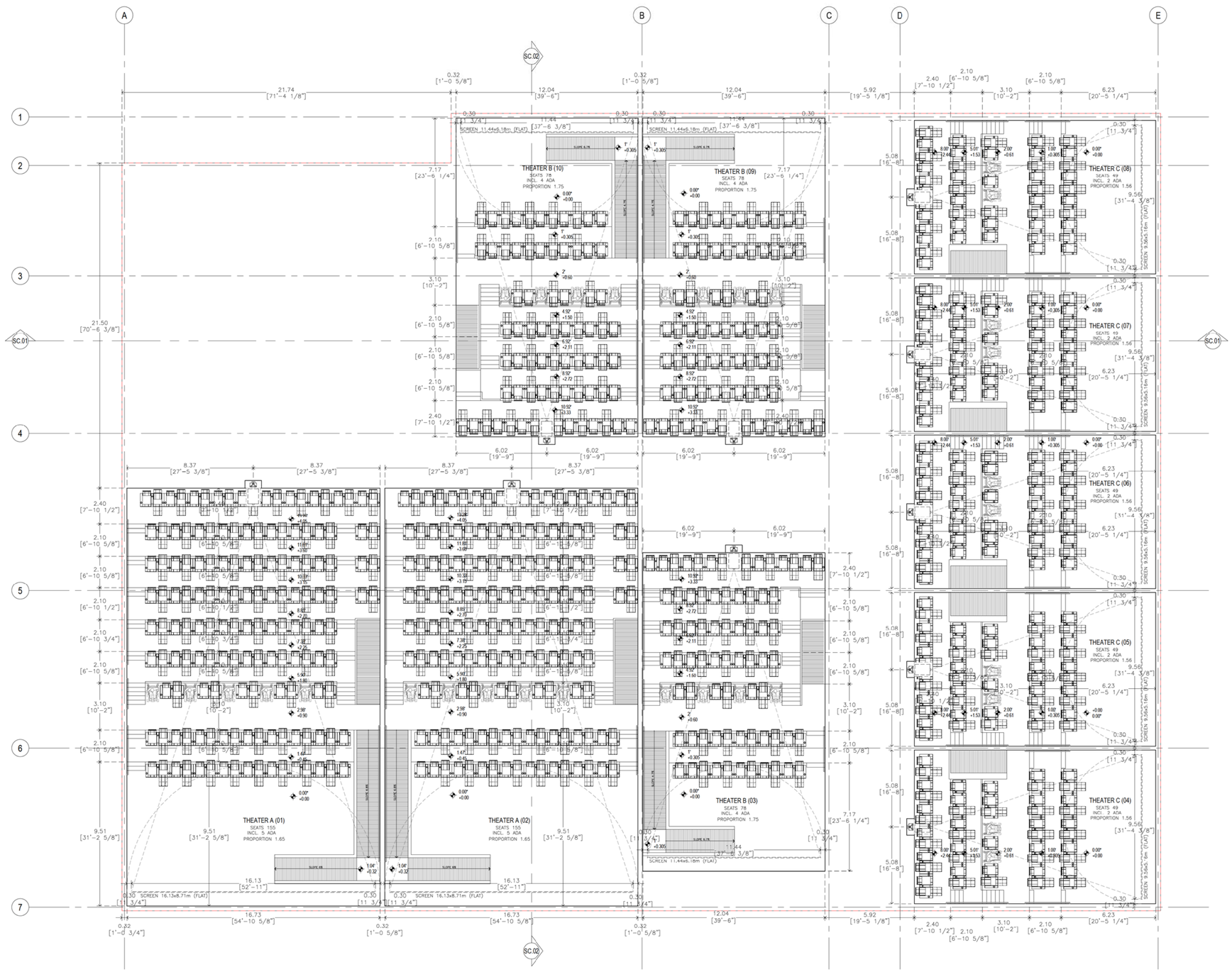
Content
GROUND LEVEL

Final PUD Submittal

Scale
1:125

Date
09/01/16

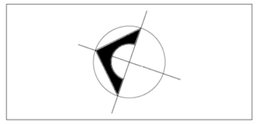
Sheet Number
A101



A.02 | UPPER LEVEL

SC. 1:125

CMX
THE VIP CINEMA EXPERIENCE



LOCATION:
WEST DUNDEE ROAD STREET, WHEELING, ILLINOIS 60090

SYMBOL LEGEND

F.F.L.	FINISH FLOOR LEVEL.
S.S.L.	STRUCTURAL SLAB LEVEL
F.C.L.	FINISH CEILING LEVEL
S.F.L.	STRUCTURAL FLOOR LEVEL.
L.S.L.	LOWER SLAB LEVEL
P.L.	PARAPET LEVEL.
F.R.L.	FINISHED ROOF LEVEL

1.22 [4'] → DIMENSIONS IN METERS / DIMENSIONS IN FEET

Exhibit received September 1, 2016

GENERAL NOTES

1. Dimensions & levels in meters and feet.
2. All the levels are referred to level 0.00, which represents the access level to cinema.
3. Levels & measures must be verified at site before any kind of work. Any discrepancy must be communicated to the manager in charge.
4. Any change must be reported and approved by the manager.
5. Level FFL ± 0.00 of the cinema corresponds to the FFL 0.00' of the complex.

COMPLEX DATA				
BUILT UP AREA sq.ft	38,172 sq.ft			
CONSTRUCTION sqm	4043.17 sqm			
CONSTRUCTION sq.ft	43520.32 sq.ft			
# SEATS	796	-		

Designer

Project Leader: HF Arquitectos
Project Manager CNMX: Alejandro Tirado.

Reviews				
0				
-/-/-				

Project

CINEMEX
WHEELING

MARKET

10 THEATERS

Division

ARCHITECTURE

Content

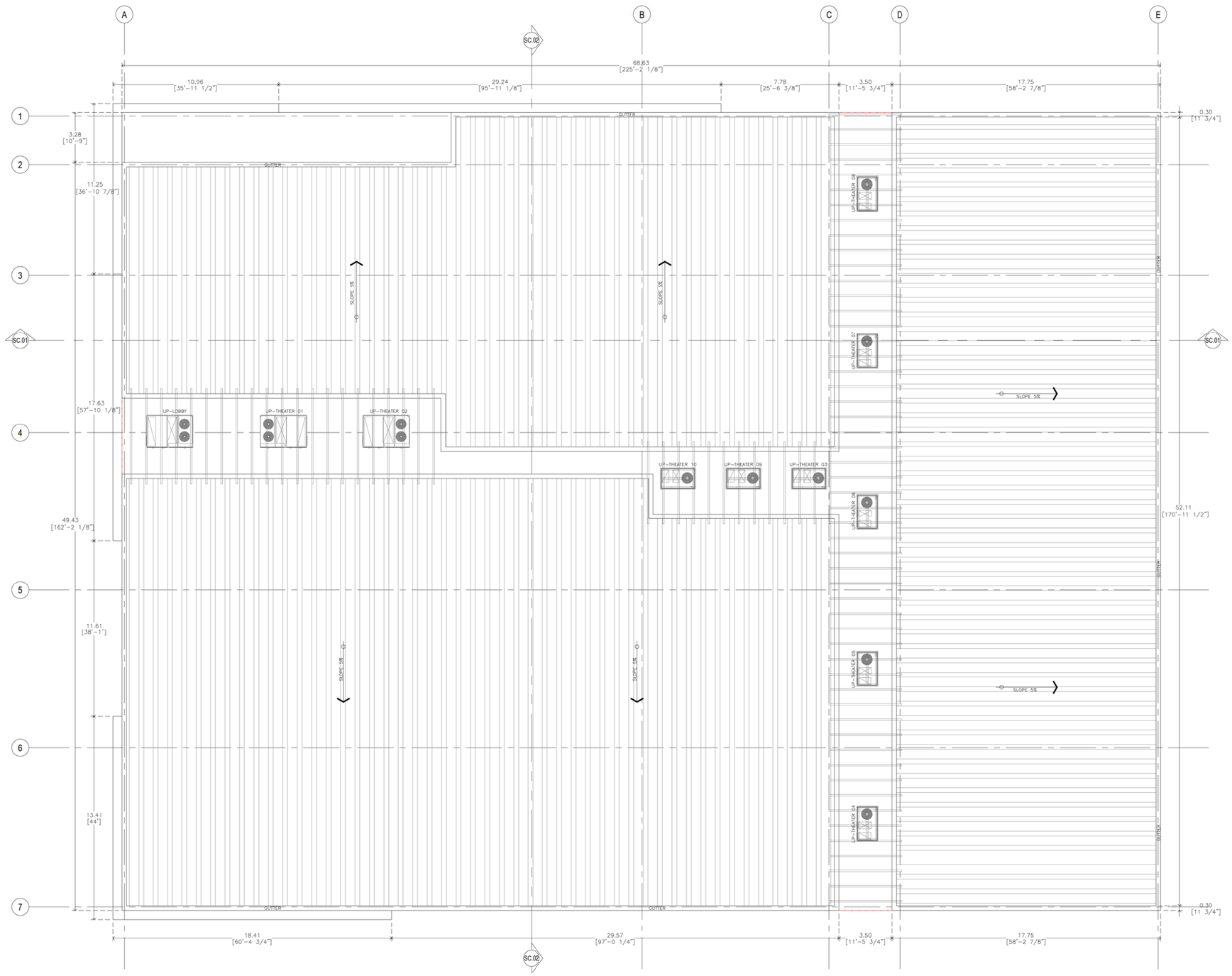
UPPER LEVEL

Final PUD Submittal

Scale 1:125

Date 09/01/16

Sheet Number A102



A.03 | ROOF LEVEL

SC. 1:125

THE VIP CINEMA EXPERIENCE

LOCATION:
WEST DUNDEE ROAD STREET, WHEELING, ILLINOIS 60090

SYMBOL LEGEND

F.F.L.	FINISH FLOOR LEVEL.
S.S.L.	STRUCTURAL SLAB LEVEL
F.C.L.	FINISH CEILING LEVEL
S.F.L.	STRUCTURAL FLOOR LEVEL.
L.S.L.	LOWER SLAB LEVEL
P.L.	PARAPET LEVEL.
F.R.L.	FINISHED ROOF LEVEL

1.22 [4'] → DIMENSIONS IN METERS / DIMENSIONS IN FEET

Exhibit received September 1, 2016

GENERAL NOTES

1. Dimensions & levels in meters and feet.
2. All the levels are referred to level 0.00, which represents the access level to cinema.
3. Levels & measures must be verified at site before any kind of work. Any discrepancy must be communicated to the manager in charge.
4. Any change must be reported and approved by the manager.
5. Level FFL ± 0.00 of the cinema corresponds to the FFL 0.00' of the complex.

COMPLEX DATA

BUILT UP AREA sq.ft	38,172 sq.ft
CONSTRUCTION sqm	4043.17 sqm
CONSTRUCTION sq.ft	43,500.32 sq.ft
# SEATS	796

Designer

Project Leader: HF Arquitectos
Project Manager CNMX: Alejandro Tirado.

Reviews

0				
-/-/-/-				

Project

CINEMEX
WHEELING

MARKET

10 THEATERS

Division

ARCHITECTURE

Content

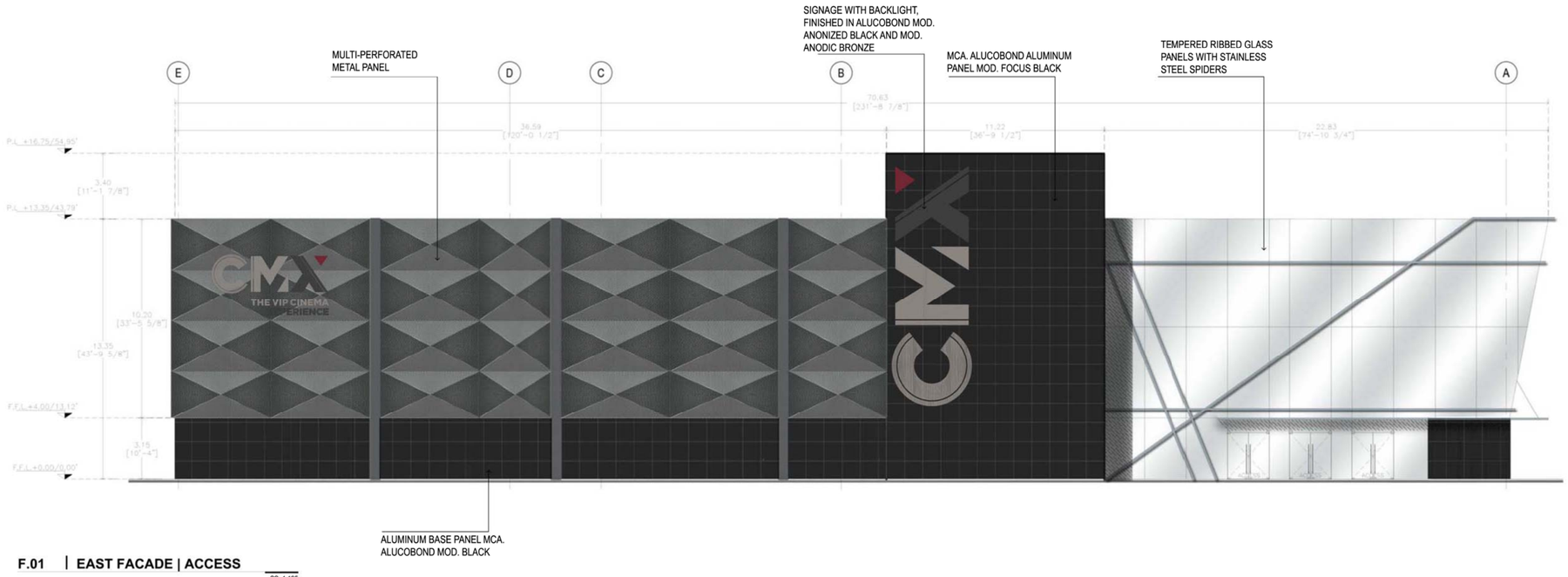
ROOF LEVEL

Final PUD Submittal

Scale
1:125

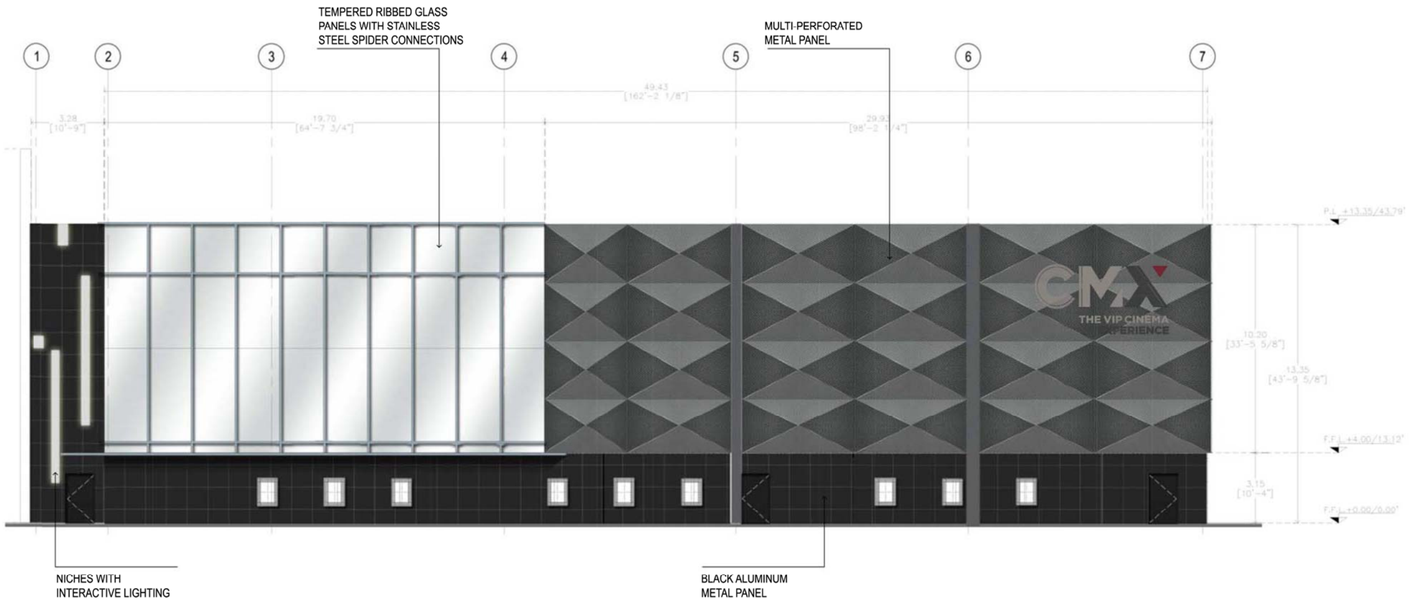
Date
09/01/16

Sheet Number
A103



F.01 | EAST FACADE | ACCESS

SC. 1:125



F.02 | NORTH FACADE

SC. 1:125

CMX
THE VIP CINEMA EXPERIENCE

LOCATION:
WEST DUNDEE ROAD STREET, WHEELING, ILLINOIS 60090

SYMBOL LEGEND

F.F.L.	FINISH FLOOR LEVEL.
S.S.L.	STRUCTURAL SLAB LEVEL
F.C.L.	FINISH CEILING LEVEL
S.F.L.	STRUCTURAL FLOOR LEVEL.
L.S.L.	LOWER SLAB LEVEL
P.L.	PARAPET LEVEL.
F.R.L.	FINISHED ROOF LEVEL

1.22 [4'] → DIMENSIONS IN METERS / DIMENSIONS IN FEET

Exhibit received September 1, 2016

GENERAL NOTES

1. Dimensions & levels in meters and feet.
2. All the levels are referred to level 0.00, which represents the access level to cinema.
3. Levels & measures must be verified at site before any kind of work. Any discrepancy must be communicated to the manager in charge.
4. Any change must be reported and approved by the manager.
5. Level FFL ± 0.00 of the cinema corresponds to the FFL 0.00' of the complex.

COMPLEX DATA		
BUILT UP AREA sq.ft	38,172 sq.ft	
CONSTRUCTION sqm	4043.17 sqm	
CONSTRUCTION sq.ft	43520.32 sq.ft	
# SEATS	796	-

Designer

Project Leader: HF Arquitectos
Project Manager CNMX: Alejandro Tirado.

Reviews

0				
--/--/--				

Project
CINEMEX
WHEELING

MARKET
10 THEATERS

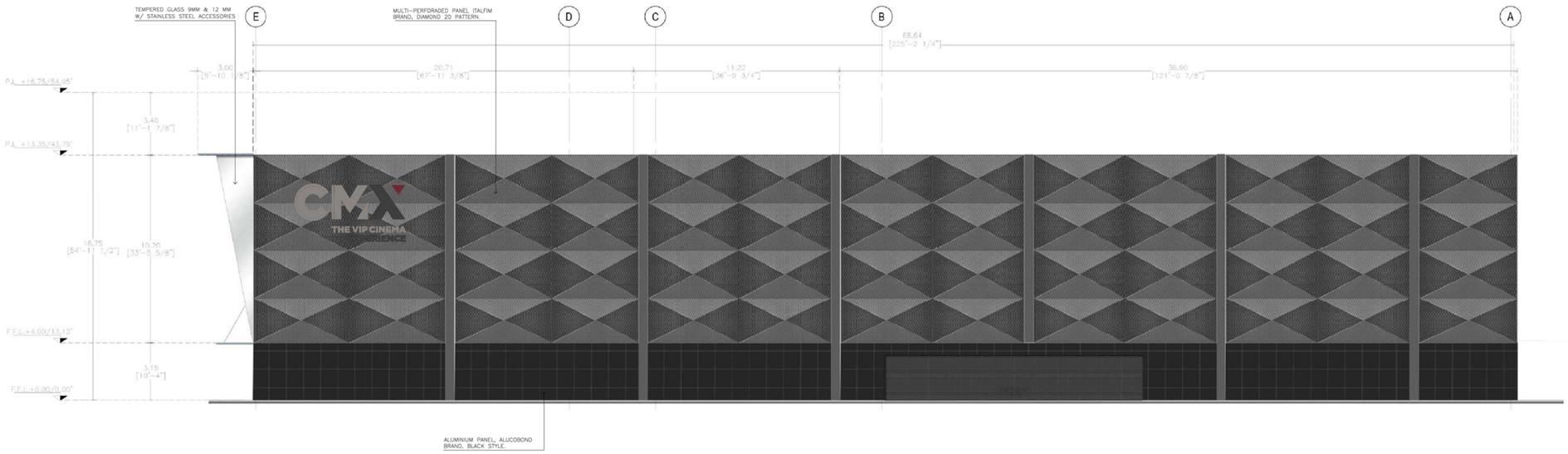
Division
ARCHITECTURE

Content
FACADES EAST & NORTH FINISH PROPOSAL

Scale 1:125

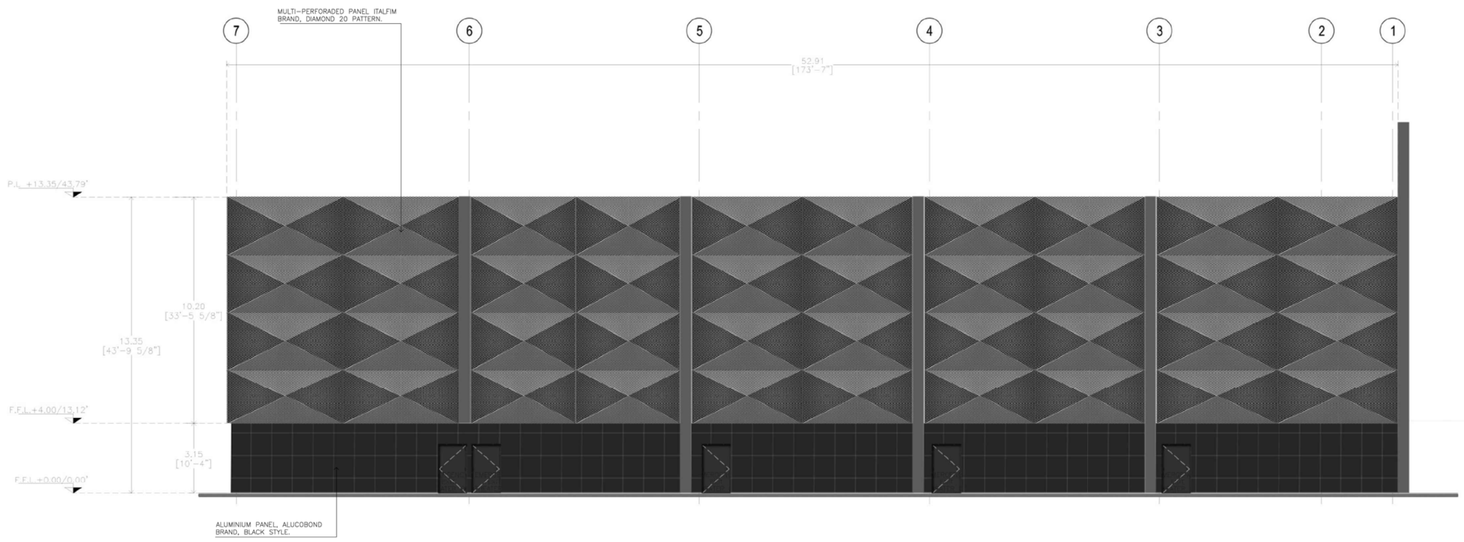
Date 09/01/16

Sheet Number A104



F.03 | WEST FACADE

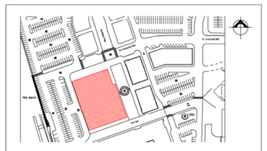
SC. 1:125



F.04 | SOUTH FACADE

SC. 1:125

THE VIP CINEMA EXPERIENCE



LOCATION:
WEST DUNDEE ROAD STREET, WHEELING, ILLINOIS 60090

SYMBOL LEGEND

F.F.L.	FINISH FLOOR LEVEL.
S.S.L.	STRUCTURAL SLAB LEVEL
F.C.L.	FINISH CEILING LEVEL
S.F.L.	STRUCTURAL FLOOR LEVEL.
L.S.L.	LOWER SLAB LEVEL
P.L.	PARAPET LEVEL.
F.R.L.	FINISHED ROOF LEVEL

1.22 [4'] DIMENSIONS IN METERS
DIMENSIONS IN FEET

Exhibit received September 1, 2016

GENERAL NOTES

1. Dimensions & levels in meters and feet.
2. All the levels are referred to level 0.00, which represents the access level to cinema.
3. Levels & measures must be verified at site before any kind of work. Any discrepancy must be communicated to the manager in charge.
4. Any change must be reported and approved by the manager.
5. Level FFL ± 0.00 of the cinema corresponds to the FFL 0.00' of the complex.

COMPLEX DATA				
BUILT UP AREA sq.ft	38,172 sq.ft			
CONSTRUCTION sqm	4043.17 sqm			
CONSTRUCTION sq.ft	43520.32 sq.ft			
# SEATS	796	-		

Designer

Project Leader: HF Arquitectos
Project Manager CNMX: Alejandro Tirado.

Reviews				
0				
--/--/--				

Project

CINEMEX

WHEELING

MARKET

10 THEATERS

Division

ARCHITECTURE

Content

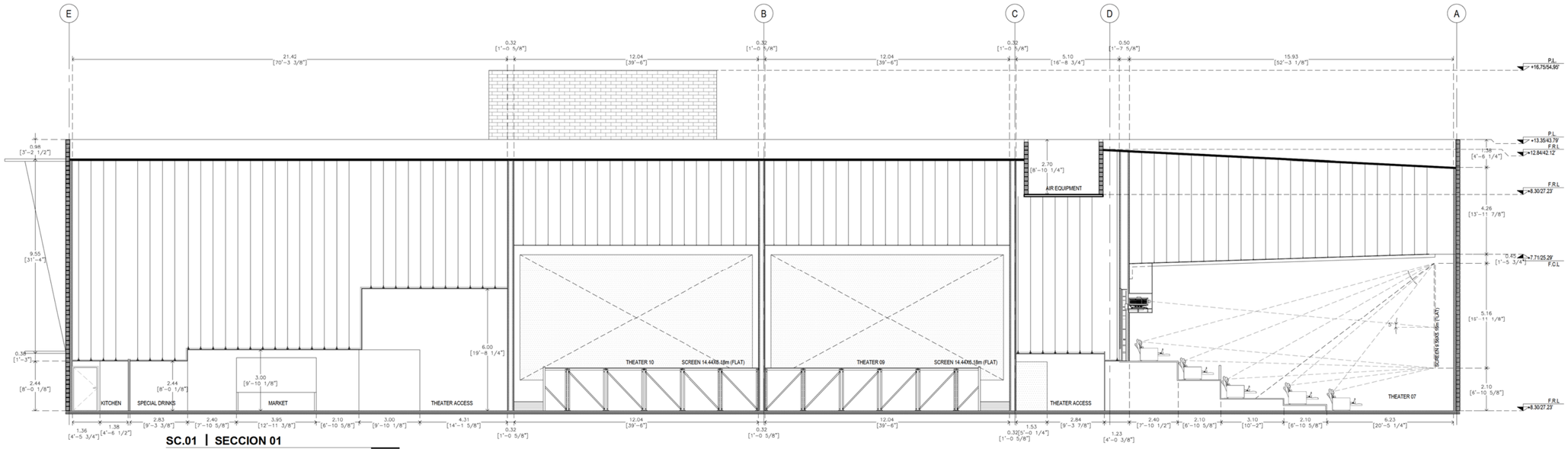
FACADES SOUTH & WEST FINISH PROPOSAL

Final PUD Submittal

Scale 1:125

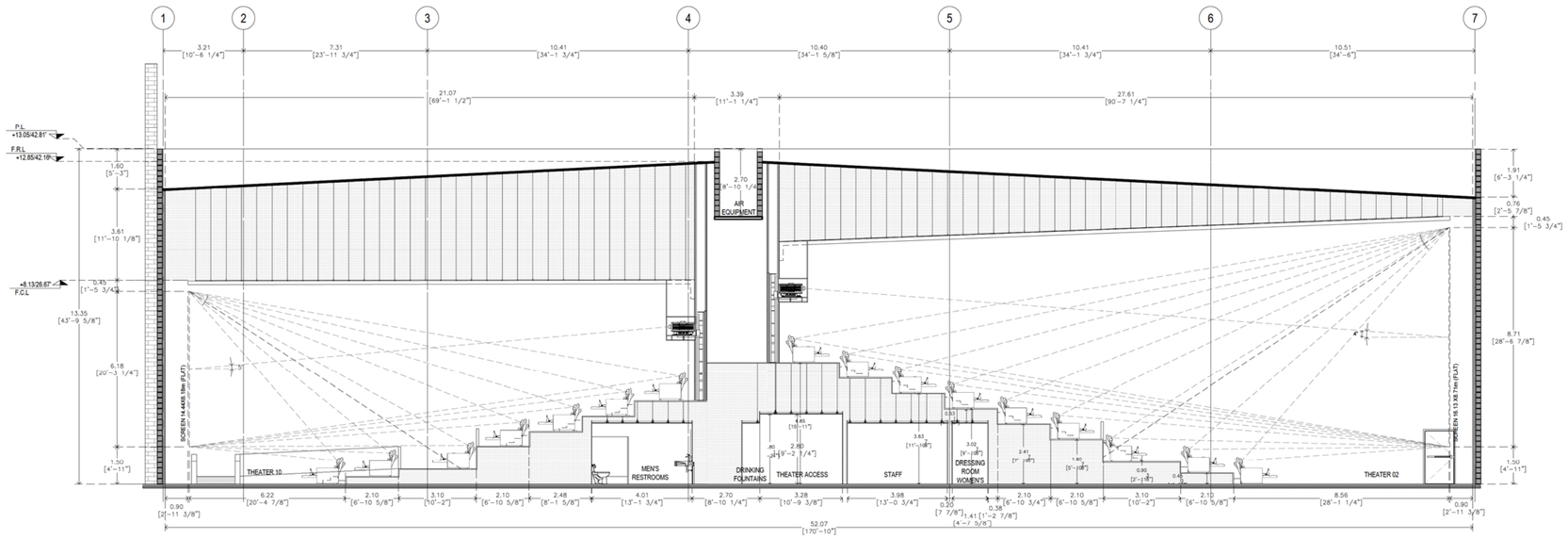
Date 09/01/16

Sheet Number A104a



SC.01 | SECCION 01

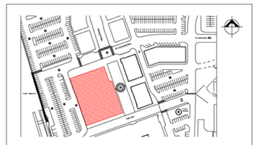
L ± 0.00, 0.00' SC. 1:100



SC.02 | SECCION 02

L ± 0.00, 0.00' SC. 1:100

CMX THE VIP CINEMA EXPERIENCE



LOCATION:
WEST DUNDEE ROAD STREET, WHEELING, ILLINOIS 60090

SYMBOL LEGEND

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S.S.L.	STRUCTURAL SLAB LEVEL
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1.22 [4'] → DIMENSIONS IN METERS / DIMENSIONS IN FEET

Exhibit received September 1, 2016

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Project Manager CNMX: Alejandro Tirado.

Reviews

0				
-/-/-				

Project

CINEMEX
WHEELING

MARKET

10 THEATERS

Division

ARCHITECTURE

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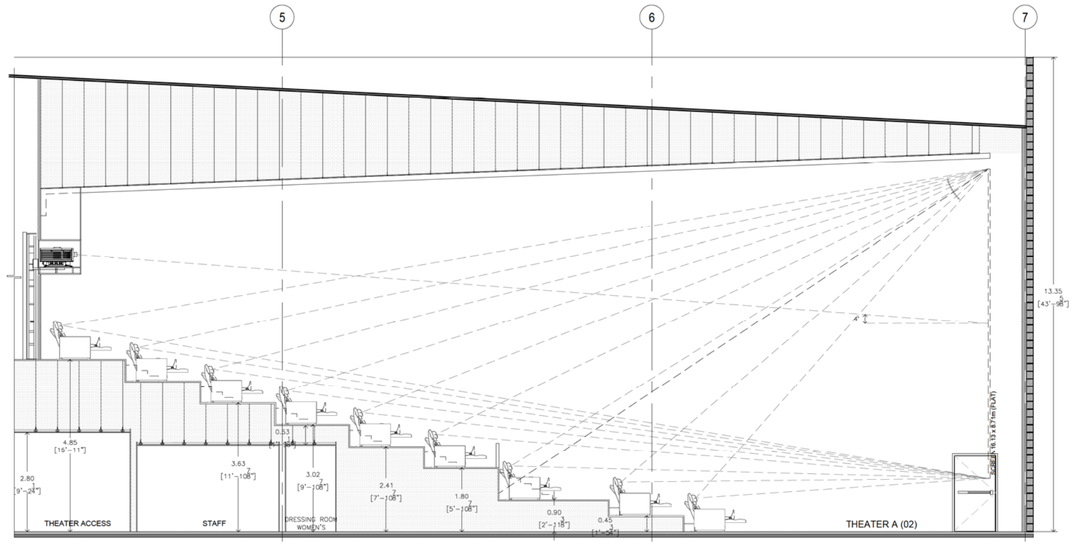
GENERAL SECTIONS

Final PUD Submittal

Scale 1:100

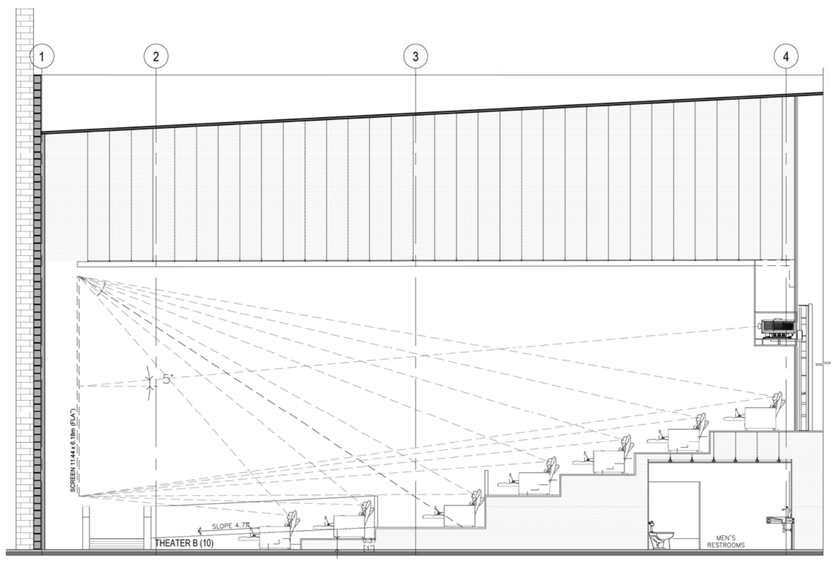
Date 09/01/16

Sheet Number A105



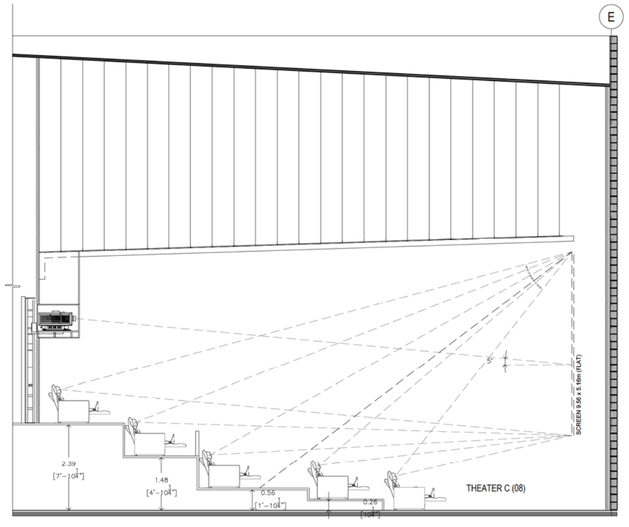
THEATER A (01 & 02)

SC. 1:75



THEATER B (03, 09 & 10)

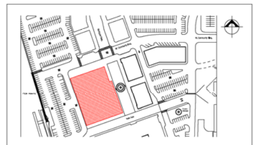
SC. 1:75



THEATER C (04, 05, 06, 07 & 08)

SC. 1:75

CMX
THE VIP CINEMA EXPERIENCE



LOCATION:
WEST DUNDEE ROAD STREET, WHEELING, ILLINOIS 60090

SYMBOL LEGEND

F.F.L.	FINISH FLOOR LEVEL.
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# SEATS	796

Designer

Project Leader: HF Arquitectos
Project Manager CNMX: Alejandro Tirado.

Reviews				
0				
-/-/-				

Project

CINEMEX
WHEELING

MARKET

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ELEVATIONS

Final PUD Submittal

Scale 1:75

Date 09/01/16

Sheet Number

A106

Exhibit received September 1, 2016

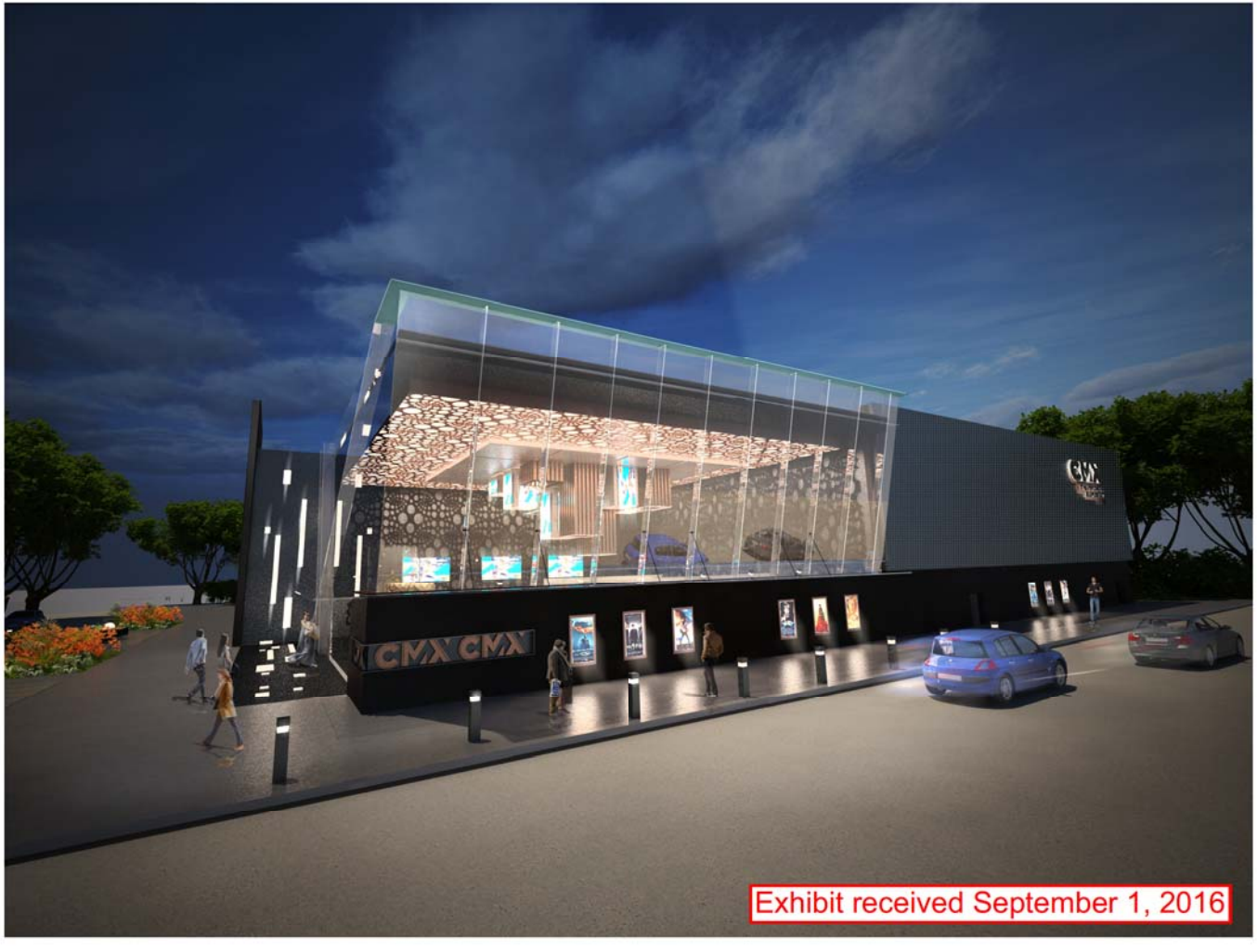

Exhibit received September 1, 2016

VILLAGE OF WHEELING GENERAL NOTES

1) It Shall Be The Responsibility Of The Developer (Owner) And The Contractor To Abide By, Adhere To And Perform All Work In Accordance With The Requirements, Specifications, Standards, Practices, Policies And Codes Of The Village Of Wheeling Which Includes But Is Not Limited To Labor, Materials, Procedures And Safety.

2) Underground Construction Shall Comply With The Applicable Ordinances And Requirements Of The Village Of Wheeling And The Illinois Department Of Transportation "Specifications For Road And Bridge Construction", Latest Edition, And The Standard Specifications For Water And Sewer Main Construction In Illinois, Latest Edition. All Construction Shall Conform To The Illinois Recommended Standards For Sewerage Works, Latest Edition, Published By The Illinois Environmental Protection Agency (I.E.P.A.) Except For Conflicts With The Metropolitan Water Reclamation District Of Greater Chicago (M.W.R.D.G.C.) Sewer Permit And Manual Of Procedures Ordinances. In Case Of A Conflict The Most Restrictive Standards And Requirements Shall Govern.

3) All Paving And Excavation Work Shall Comply With The Applicable Ordinances Of The Village Of Wheeling And The Illinois Department Of Transportation "Specifications For Road And Bridge Construction" Latest Edition. In Case Of A Conflict, The Most Restrictive Standards And Requirements Shall Govern.

4) The Contractor Shall Field Check And Verify All Existing Utility Locations, Dimensions And Elevations In The Field Prior To The Commencement Of Construction Of The Improvements Or Proposed Work. All Existing Utility Locations On The Plans Have Been Shown Based On Best Available Information. Notify The Engineer Immediately If Discrepancies Are Found.

5) Any Changes, Revisions Or Substitutions To The Plans, Specifications, Materials, Requirements Or Work Shall Be Submitted To The Village Engineer, In Writing, With Written Approval By The Village Engineer Received Prior To Beginning Said Work. All Materials And Construction Whether Implicitly Or Explicitly Stated Or Covered Within The Requirements, Codes Or Specifications, Shall Be Approved By The Village Engineer, Prior To Commencing The Installation And Construction.

6) The Contractor Must Contact J.U.L.I.E. At 1-800-892-0123 At Least 48 Hours Prior To Starting Work. All Other Agencies Shall Also Be Notified As Required.

7) The Contractor Shall Notify The Village Of Wheeling Engineering Division At (847) 459-2620 And The Metropolitan Water Reclamation District Of Greater Chicago (708) 588-4055 Two (2) Business Days Prior To The Start Of Construction.

8) It Shall Be The Responsibility Of The Contractor To Call The Village At 847-459-2620 At Least 48 Hours In Advance And Set Up The Necessary And Proper Inspection(s) For All Work To Be Performed.

9) One Set Of Stamped Approved Plans Shall Be On Site At All Times During Construction Of The Project.

10) It Is The Responsibility Of The Contractor To Maintain And Keep At The Job Site, An Up To Date Set Of "record Drawings" Showing All Changes From The Original Plans. The Contractor Shall Deliver The "record Drawings" To The Engineer At The Conclusion Of The Project, Prior To Any Final Inspections. The Engineer Will Transfer The Information To The Original Plans By Incorporating The Village Of Wheeling As-Built Requirement List And Furnish The Village Three (3) Sets Of Complete "Record Drawings," And, If Required, One (1) Set Of Electronic Version Of The Record Drawings And Site Information At The Completion Of The Project.

11) The Location Of All Service Connections For Sanitary Sewer, Storm Sewer And Water Shall Be Shown From The Closest Manhole Or Valve Vault. All B-Boxes And Cleanouts Must Be Shown With Tied Dimensions. The Elevation Of All Rims And Inverts Shall Be Verified By The Contractor And Shown On The "Record Drawings"

12) Osha Rules, Regulations And Requirements Shall Be Strictly Adhered To During The Execution Of All Work To Be Performed Under The Approved Drawings.

13) The Contractor Shall Provide Video Tape(s) Or Still Pictures As Required By The Village Engineer Prior To The Commencement Of Work.

14) The Contractor Shall Restore All Disturbed Off-Site Areas To At Least A Condition That Existed Prior To Construction.

15) All Unpaved Areas Of The Right-Of-Way Are To Be Sodded. Restore Right-Of-Way With Six (6) Inches Of Topsoil And Sod.

16) All Existing Field Drainage Tiles Encountered Or Damaged During Construction Are To Be Restored To Their Original Condition, Properly Rerouted And/or Connected To The Storm Sewer System.

17) Storm And Sanitary Sewer Lines Shall Be Cleaned Of All Construction Debris And Silt Prior To Village Inspection.

18) All Independent Testing To Be Paid For By The Developer. Testing To Be Conducted At The Discretion Of The Village.

19) All Obstructions That Are Not Approved By The Village And Which Currently Exist In The Right-Of-Way Shall Be Removed, Which Include All Rocks And Boulders.

20) All Septic And/or Well Abandonment's Shall Be In Accordance With The Requirement Of The Village Of Wheeling.

21) The Contractor Shall Refer To Mitigation Or Landscape Plans For Complete Information Regarding Planting Locations, Wetlands, Walkways, Walls, And Stream And Pond Shorelines, If Applicable.

22) An Iron Pipe Shall Be Found And Located Or Set At Each Lot Corner.

23) All Elevations Are Based Upon NAVD 88 Datum.

ENGINEERS GENERAL NOTES

1. The Location of Existing Underground Utilities, Such As Watermains, Sewers, Gas Lines, Etc., As Shown On The Plans, Has Been Determined From The Best Available Information and Is Given For The Convenience of The Contractor. However, The Owner and The Engineer Do Not Assume Responsibility In The Event That During Construction, Utilities Other Than Those Shown May Be Encountered, and That The Actual Location of Those Which Are Shown May Be Different From The Location As Shown On The Drawings. Contact Engineer Immediately If Surface and/or Subsurface Features Are Different Than Shown On The Drawings.
2. Notify The Engineer Without Delay of Any Discrepancies Between the Drawings and Existing Field Conditions.
3. All Areas, On or Off Site, Disturbed During Construction Operations and Not Part of the Work As Shown Hereon Shall Be Restored To Original Condition to the Satisfaction of the Owner and Village of Wheeling at No Additional Cost to the Owner. It is Incumbent Upon Contractor to Show That Damaged Areas Were Not Disturbed By Construction Operations.
4. These Drawings Assume That The Contractor Will Utilize An Electronic Drawing File (DWG) and Stake All Site Improvements Accordingly.
5. No Person May Utilize The Information Contained Within These Drawings Without Written Approval From Eriksson Engineering Associates, Ltd.
6. The Engineer Is Furnishing These Drawings For Construction Purposes As A Convenience To The Owner, Architect, Surveyor, or Contractor. Prior To The Use Of These Drawings For Construction Purposes, The User Of This Media Shall Verify All Dimensions And Locations Of Buildings With The Foundation Drawings And Architectural Site Plan, and Coordinate All Dimensions and Locations of All Site Items. If Conflicts Exist The User Of This Information Shall Contact The Engineer Immediately.
7. In Addition To Village Record Drawing Requirements The Record Drawings Shall Include All Subsurface Stormwater Structure Dimensions, Invert Elevations, And Top Of Stone Elevations.

DEMOLITION NOTES

1. Coordinate Existing Utility Removal with Local Authorities and Utility Companies Having Jurisdiction.
2. Coordinate Removal of Overhead Wires And Utility Poles With Authorities Having Jurisdiction And Respective Utility Providers.
3. All Sawcutting Shall be Full Depth to Provide a Clean Edge to Match New Construction. Match Existing Elevations at Points of Connection for New and Existing Pavement, Curb, Sidewalks, etc. All Sawcut Locations Shown Are Approximate and May Be Field Adjusted to Accommodate Conditions, Joints, Material Type, etc. Remove Minimum Amount Necessary for Installation of Proposed Improvements.
4. Provide and Maintain All Necessary Traffic Control and Safety Measures Required During Demolition and Construction Operations Within or Near the Public Roadway.
5. Coordinate Tree Removal with Landscape Architect. All Trees To Be Removed Shall Be Removed In Their Entirety and Stumps Shall Be Ground to Proposed Subgrade. Use As Mulch for Proposed Landscaping Where Applicable and Acceptable to Architect.

EARTHWORK/EROSION & SEDIMENTATION CONTROL

1) All Construction Activities That Involves Earthwork Shall Meet The National Pollutant Discharge Elimination System Phase II Requirements:

A) Submittal Of A Notice Of Intent (NOI) To Illinois Environmental Protection Agency (IEPA).

B) Possession Of A Completed And Signed Stormwater Pollution Prevention Plan (SWPPP) And A Graphic Erosion And Sediment Control (ESC) Plan.

C) Implementation Of The SWPPP.

D) Submittal Of An Incidence Of Noncompliance (ION) If An Event Occurs.

E) Weekly Reports After 1/2" Rainfall Or 5" Snowfall.

F) Documentation Of Changes To ESC Plan.

G) Submittal Of A Notice Of Termination (NOT) When Final Stabilization Is Achieved.

2) The Contractor Shall Install All Erosion Control Items Prior To Commencement Of Any Work.

3) Any Wetland Mitigation Shall Begin Prior To Any Grading Work And Shall Be In Accordance With The Approved Mitigation Permit Plan And Requirements.

4) In Order To Protect And Ensure Against Flooding, All Top Of Foundations Shall Be Set A Minimum Of One (1) Foot Above The High Water Level Of Adjacent Stormwater Management Facilities Such As Retention/Detention Ponds.

5) The Contractor Shall Maintain Existing Positive Drainage From Off-Site At All Times During Construction.

6) Within The Limits Of Proposed Grading The Soil Shall Be Compacted To Not Less Than The Following Percentages Of Modified Proctor Dry Density In Accordance With ASTM D 1557:

A) Under Structures. Building Slabs, Steps And Pavements. Compact Six (6) Inch Maximum Lifts Of Sub-Grade. Backfill Or Fill Material At 95% Modified Proctor Dry Density.

B) Under Walkways. Compact Six (6) Inch Maximum Lifts Of Dry Sub-Grade, Backfill, Or Fill Material At 95% Modified Proctor Dry Density.

C) Under Lawn Or Unpaved Areas. Compact Six (6) Inch Maximum Lifts Of Sub-Grade, Backfill, Or Fill Material At 85% Modified Proctor Dry Density.

7) All Erosion Control Work Shall Comply With "Illinois Procedures And Standards For Urban Soil Erosion And Sedimentation Control."

8) Stripping Of Vegetation, Grading Or Other Soil Disturbance, Especially In Designated Wetland Areas, Shall Be Done In A Manner Which Will Minimize Soil Erosion, And Shall Be In Accordance With The Approved Drawings, Mitigation And Permit Requirements.

9) The Contractor Shall Take Precautionary Measures To Minimize Earthwork In Areas Where Trees Are To Be Saved As Shown On The Plans Or Determined In The Field.

10) The Extent Of The Area Which Is Exposed And Free Of Vegetation And The Duration Of Its Exposure Shall Be Kept Within Practical Limits As Directed By The Village Of Wheeling.

11) Sedimentation Shall Be Retained On Site. Straw Bales And Sediment Fence Shall Be Installed Along The Perimeter Of All Re-Graded Areas Or As Required To Prevent Sediment From Entering And/Or Leaving The Site.

12) Straw Bales For Construction Of Erosion Control Devices Shall Be New, Firm And Wire Or Nylon bound Livestock Feed Grade. Each Bale Shall Be Embedded In The Soil A Minimum Of Four Inches. Bales Shall Be Securely Anchored In Place By Stakes Or Rebars Driven Through The Bales.

13) Dust Produced From The Site Shall Be Kept To A Minimum During Dry Periods By Spraying Water As Required To The Village Of Wheeling Engineering Inspector's Satisfaction And Is To Be Considered Incidental.

14) All Mud Shall Be Removed From All Tires Before Leaving The Site And The Roads Shall Be Kept Clean And Clear Of Mud And Debris At All Times.

15) Culverts And Drainage Ditches Shall Be Kept Clean And Clear Of Obstructions During The Construction Period.

16) Straw Bales And Silt Fences Shall Be Inspected Frequently And Maintained Or Replaced As Required To Maintain Both Their Effectiveness And Integrity. The Underside Of Bales Shall Be Kept In Close Contact With The Earth Below At All Times To Prevent Water From Washing Beneath Them.

17) Water Courses And Drainage Swales Adjacent To Construction Activities Shall Be Monitored As Necessary, For Evidence Of Silt Intrusion And Other Adverse Environmental Impacts. Any Problems Or Deficiencies Shall Be Corrected Immediately Upon Their Discovery.

18) Sod All Unpaved Areas Of Parkways, Right-Of-Ways And Front Yards To Rear Wall Of The Building. Seeding May Be Used In Other Areas, Particularly Back Yards, Only With Prior Approval From The Village Of Wheeling.

19) The Contractor Shall Install Temporary Orange Fence Around All Trees To Remain As Well As Wetland Areas That Are To Be Mitigated.

INTENDED SEQUENCE OF MAJOR SEDIMENT AND EROSION CONTROL MEASURES

1. Install Stabilized Construction Entrance
2. Install All Downslope and Sideslope Perimeter Controls Before Commencement of Any Ground Disturbing Activity.
3. Do Not Disturb An Area Until It Is Necessary For Construction To Proceed.
4. Cover and Stabilize Disturbed Areas As Soon As Possible.
5. When Practical, Time Construction Activities To Limit Impact From Seasonal Climate Changes or Weather Events.
6. Construct Sedimentation Basins and Structures.
7. Perform Grading Operations and Installation of Site Infrastructure and Pavement.
8. Install Permanent Seeding and Plantings.
9. Remove Accumulated Sediment From Basins and Along Silt Fence.
10. Construction of Infiltration Measures Shall Take Place Following Stabilization of Upstream Drainage Areas.
11. Remove Temporary Sediment and Erosion Control Measures Following Final Stabilization of All Disturbed Areas.

GENERAL UNDERGROUND UTILITES

1) All Sewer Construction Shall Conform To The Approved Permit Plans Unless Revisions Have Been Approved By The Village, As Well As Any And All Other Agencies.

2) Trench Backfill Shall Be Provided Under And Within Two Feet (2') Of All Existing And Proposed Pavement. Concrete Curb & Gutter Shall Be Considered A Part Of The Existing And Proposed Pavement. Trench Backfill Material Shall Be CA-6, Grade 8, Crushed Limestone, Virgin Material Unless Otherwise Approved.

3) All Manholes And Catch Basin Structures Must Be A Minimum Of 48" In Diameter, Valve Vaults Must Be A Minimum Of 60" Diameter, Unless Approved Otherwise.

4) All Sewer Construction Requires Stone Bedding 1/4" To 1" In Size, (I.D.O.T. Equivalent CA-11, CA-13) With A Minimum Thickness Equal To 1/4 The Outside Diameter Of The Sewer Pipe, But Not Less Than Four (4) Inches, Nor Greater Than Eight (8) Inches.

5) If Required, All Trenches Shall Be Dewatered Prior To Laying Any Pipe Or Jointing. Trenches Shall Be Dewatered To Maintain The Water Level Below The Base Of The Bedding.

6) Structures Shall Have A Maximum Of Twelve Inches (12") Of Adjustment Rings With Any Combination Up To A Maximum Of Three (3) Rings.

7) Concentric Cone Sections Shall Be Used On All Manholes, Catch Basins, Vaults, Etc. Unless Approved Otherwise By The Village Engineer.

8) All Storm, Sanitary And Watermain Services To End At R.O.W. With Proper Termination For Subdivision Construction.

9) The Contractor Shall Mark Location Of The Ends, If Necessary, Of Any Sanitary, Water, And Storm Services With Buried 4" X 4" Wood Posts Extending A Minimum Of Three (3) Feet Out Of The Ground And Painted Red, Blue, And Green Respectively, With Appropriate Signs Attached Stating "caution B-Box Do Not Remove Until Landscaping Is Complete."

10) A Minimum Ten Feet (10') Horizontal Separation Shall Be Maintained Between Watermain And Sewer Or Drain Lines Unless Precluded By Local Conditions. When The Watermain Is Located Closer Than Ten Feet (10') Horizontally Or The Invert Of The Watermain Is Located Closer Than Eighteen Inches (18") Vertically Above The Crown Of Any Sewer Or Drain Line, Then: The Sewer Or Drain Line Shall Be Constructed Of Pipe Equivalent To Watermain Standards And Shall Be Pressure Tested To Assure Water Tightness In Accordance With The Illinois Environmental Protection Agency (I.E.P.A.) Requirements.

11) When A Watermain Is Crossing Over A Sewer Or Drain Line Closer Than Eighteen Inches (18") Vertically Above The Crown Of That Sewer Or Drain Line, Then That Sewer Or Drain Line Shall Be Constructed According To The Requirements Listed In Item 10 Above.

12) If The Watermain Passes Under A Sewer Or Drain Line, The Following Conditions Shall Be Met: A Vertical Separation Of Eighteen Inches (18") Between The Invert Of The Sewer Or Drain Line And The Crown Of The Watermain Shall Be Maintained With Support Provided For The Sewer Or Drain Line(s) To Prevent Any Moving Or Settling, Rupture Or Breaking, And Sewer Or Drain Line Shall Be Constructed As Described In Item 4) Above.

13) The Cost Of All Required Testing Of Underground Utilities Shall Be Incidental To The Construction Cost Of The Same.

14) When Connecting To An Existing Sewer Main By Means Other Than An Existing Wye, Tee, Or An Existing Manhole. The Sewer Shall Be Circular Saw-cut By Proper Tools ("Sewer-Tap" Machine Or Similar) And Proper Installation Of Hub-Wye Saddle Or Hub-Tee Saddle.

15) Sewer Connections To An Existing Structure Shall Be Machine Cored.

16) A Flexible Rubber Boot Shall Be Used At All Sanitary Sewer Manhole Penetration Connections.

17) Protect And/Or Cover All Pipes And Underground Structures Until Final Grading, Paving And Landscaping Are Complete.

18) For Modification Or Repair Of All Sewers; Addition Of, Or Repair Of, Sewer Clean Outs, Non Shear Couplings Shall Be Used In Connection Of Sewer Pipes With Prior Approval From Village Engineering Division Of Community Development Department.

SANITARY SEWER

1. All Sanitary Sewers Shall Be P.V.C. Pipe SDR 26 (Min.) Complying With ASTM D3034, With Factory Fabricated Joints Complying With ASTM D3212, And Elastomeric Gaskets Complying With ASTM F-477 Or As Approved By The Village Of Wheeling.
2. Watermain Quality Sanitary Sewer Shall Be P.v.c. AWWA C-900 Complying With ASTM F-477.
3. All Sanitary Sewer Mainline Must Be A Minimum Of 8 Inches In Diameter. All Sanitary Sewer Services Must Be A Minimum Of 6 Inches In Diameter.
4. All Sanitary Sewer Service Lines Must Have A Depth Of 3.5 Feet To The Top Of The Pipe.
5. Non Shear Couplings Are To Be Used For All Dissimilar Pipe Connections With Prior Approval By The Village Of Wheeling.
6. All Sanitary Sewer And Sewer Joints Shall Conform To:

MATERIAL	PIPE SPEC.	JOINT SPEC.
DIP-CL 52	ANSI A-21.51	ANSI A-21.11
P.V.C.-SDR 26 MIN.	ASTM D-3034	ASTM D-3212 (Gasket)
P.V.C.-SDR 26 MIN.	ASTM D-2241	ASTM-D-3139 (Gasket)
P.V.C.-AWWA C-900	ASTM D-1784	ASTM-F-477 (Gasket)
A.B.S. (SDR 26)	ASTM D-2680	ASTM D-3212
SOLID (8"-15" TRUSS)	ASTM D-2680	ASTM D-3212

7. Flexible Rubber Boots Shall Be Used At All Connections And Penetrations Into Sanitary Manholes.
8. All Sanitary Manholes To Be Provided With External "Cretex" Type Chimney Seals.
9. Manholes Shall Have Steps Sixteen (16) Inches On Center With Step Alignment To Be Perpendicular To The Main Pipe Flow Direction Wherever Possible.
10. Sanitary Services To Be 6" Diameter D.I.P. Class 52 (Min.) With A Minimum Slope Of 1% Prior To Entering Clean Out, With A Distance From Outside Of The Foundation Wall To Be 5 Feet. Sanitary Services To Be 6" Diameter PVC Pipe SDR-26 (Min.) With A Minimum Slope Of 1% After Leaving Clean Out. Provide Clean Out On Every Lot Near Each Single Family House, At The Change Of Pipe Material, Or As Required.
11. All Sanitary Sewers Shall Be Televised And Air Tested And Manholes Vacuum Tested As Required By The Village Of Wheeling And The Metropolitan Water Reclamation District Of Greater Chicago.
12. Sanitary Sewer Services Shall Be Connected To The Main By Use Of A Fitting Or Manhole. Use Of A Fitting Must Be Approved By The Village Engineer Prior To Commencement Of Any Work. For Service Line Of Larger Than 6 Inches In Diameter, A Manhole Shall Be Constructed At The Point Of Its Connection With The Sewer Main Or Lateral.
13. All Service Lines Shall Exit The Foundation Wall, As Dip CL-52 At A Right Angle (90°).
14. All Floor Drains Shall Discharge To The Sanitary Sewer.
15. All Objectionable Waste Containing Grease, Fats And/Or Oils Shall Discharge To An Exterior Grease Interceptor Or Grease Basin, With "Water-Tight" Covers, Before Discharging Into The Sanitary Sewer, Including But Not Limited To Restaurant And Food Preparation Facilities. Automatic Dishwasher And Effluent Domestic Waste Shall Not Discharge Through The Grease Interceptor.

STORM SEWER

1) All Storm Sewer Pipes In The Public Right-Of-Way Shall Be Reinforced Concrete Pipe Conforming To ASTM C-76 Class IV With Confined O-Ring Gasket Joints In Compliance With ASTM C-361 Or Tylox Super Seal Gasket Conforming To ASTM C-361.

2) Minimum Diameter Of Storm Sewer Shall Be 12" Unless Approved Otherwise.

3) No Storm Water Shall Be Discharged To The Sanitary Sewer System.

4) All Storm Structures Are To Have Open (Grate) Lids Unless Specified As Having Closed Lids (C.L.). All Closed Lids Shall Have The Words "Village Of Wheeling – Storm" Casted In It.

5) Rim Grades For Storm Sewer Structures Located Within The Curb And Gutter Are Flow Line Elevations. Elevations Of Flared End Sections Shall Be Interpreted At The Invert Of The Flared End Section.

6) A Maximum Adjustment Of Twelve Inches (12") Or Three (3) Concrete Adjusting Rings Will Be Permitted For Any Structure.

7) Inlets Shall Be Connected To A Storm Sewer After Flowing Through A Catch Basin And Shall Not Discharge Directly To The Storm Sewer.

8) All Manholes Shall Be Type A With A Minimum Inside Diameter Of 48 Inches.

9) All Downspouts, Footing Drains, And Outside Drains Shall Discharge To The Storm Sewer Or Over Ground As Approved By The Village Of Wheeling.

10) All Sump Pump Drain Tile Discharges Shall Be Routed To The Storm Sewer System. Sump Pump Service Connections Shall Be Four (4) Inch PVC SDR 26 Conforming To ASTM D2751 Or ASTM D3034 At A Minimum Slope Of 2% And Shall Be Air Gapped. Minimum Cover Shall Be Two (2) Feet, Wherever Possible.

WATERMAIN

1. all Water Mains Shall Be Pressure Tested Per Requirements Of The Village Of Wheeling. Leakage Test Method Shall Be Used To Pressure Test The Watermain. The Pressure Shall Be 150 Psi And 200 Psi Held For 2 Hours For Domestic Water And Fire Suppression Line, Respectively.
2. all Water Mains Shall Be Chlorinated Per The Requirements Of The Village Of Wheeling.
3. all Water Mains To Be Ductile Iron Pipe Per Ansi A21.51 (awwa C151), Class 52, With "push On" Or Mechanical Joint As Required By The Village Of Wheeling. Pipe To Be Cement Lined Per Ansi A21.4 (awwa C104).
4. all New Watermain Shall Be Looped. Dead End Watermain(s) Is Not Permitted, Unless Otherwise Approved By The Village Engineer.
5. the Minimum Cover For Watermain And Services Shall Be 5.5 Feet From Finished Grade To Top Of Main (6 Ft. Max. Unless Approved Otherwise By The Village Of Wheeling.)
6. thrust Blocks Made Of Portland Cement Concrete (pcc) Of At Least 12 Inches Thick Must Be Use To Prevent Movement At Bends And Fittings. All Bends Of 22 1/2 Degrees Or Greater, Tees And Plugs Shall Be Thrust Blocked.
7. all Water Services Shall Be Installed Per The Village Standard.
8. water Service And Fire Suppression Systems Shall Be Made And Installed By A Licensed Plumber, In Accordance With The Illinois State Plumbing Code. Fire Suppression And Water Service Shall Be Two Separate Lines Which Must Originate At The Main.
9. fire Sprinkler And Water Lines Must Be Pressure Tested And Chlorinated From The Point Of Connection At The Existing Watermain To The Valve Inside The Building. Contact Village Of Wheeling Public Works Utility Division At (847) 279-6920, At Least 48 Hours Prior To Tap And Inspections.
10. the Village Of Wheeling Plumbing And Engineering (847) 459-2620 Shall Be Contacted At Least 48 Hours Prior To All Water Service Work.
11. all Valves Shall Be Installed In A Minimum, 60 Inch Diameter Precast Concrete Water-tight Vaults.
12. all Fire Hydrants Shall Be A Red 6 Foot Bury Mueller A-423 Super Centurion Or Approved Equal Confirming With Awwa C-502 Standards.
13. all B-boxes Shall Be 1-1/2" Mueller Or Ford Telescopic B-box With "water" Imprinted On The Lid Of The Box And A Brass Pentagon Plug.
14. all Fastener Hard Ware (i.e., Nuts, Bolts And Washers) Associated With Fittings Shall Be Stainless Steel.
15. All Fittings Shall Be Restrained By Thrust Resistant Wedge, Retainer Glands, Manufactured With Torque Limiting Twist Off Nuts.

GEOMETRY NOTES

1. All Dimensions Contained Herein Reference Back Of Curb, Face Of Retaining Wall, Edge Of Pavement, Center of Structure And Outside Face Of Building Foundation Unless Otherwise Noted.
2. All Parking Lot Pavement Striping Shall Be 4" Wide Yellow Paint Per Specifications. All Cross Hatch Striping Shall Be 45° At 2'-0" Centers.
3. All Accessible Parking Signs (R7-8) Must Be Placed at the Center of the Space and Within 5 Feet of the Space.
4. Refer to Architectural Drawings for Locations and Details of All Permanent Site Fencing.
5. Where Structures are Shown Along the Curbline, Unless Specifically Stated Otherwise, It Is Intended That the Frame of the Structure Is To Fall Within the Flowline Of The Gutter or at the Pavement Edge Where No Gutter Exists.

PAVING NOTES

1. Subgrade Shall Be Finished To ± 0.1 Foot Of Design Subgrade Elevations By The Earthwork Contractor. Fine Grading For Pavements And Curb & Gutter Shall Be The Responsibility Of The Paving Contractor.
2. Prior To The Placement Of Any Pavement Including Curbs, The Subgrade Shall Be Proof-Rolled With A Fully Loaded Tandem Axle Dump Truck (minimum 20 Tons). Proof Rolling Shall Be Witnessed By The Materials Consultant And The Village Of Wheeling Engineering Inspector. Proof Rolling Shall Be Required On The Base Material As Well. The Density Of The Subgrade And Base Material As Well As The Hot-Mix Asphalt Shall Be Tested By A Materials Consultant. The Test Results Shall Be Provided To The Engineer For His Use In Determining The Adequacy Of The Pavement Design.
3. Base Course Shall Be Aggregate Base Course, Type B, Conforming To The Standard Specifications (See Plans For Thickness). Material Shall Be Crushed Limestone, Grade 8 Or Grade 9, Virgin Material Or Village Approved.
4. Hot Mix Asphalt (HMA) Pavement Shall Be Constructed Using Hot-Mix Asphalt Binder Course, IL-19.0, N50 And Hot-Mix Asphalt Surface Course, Mix "C", N50 Material.
5. All Removal Items Shall Be Saw-Cut Full Depth Prior To The Commencement Of The Removal Process.
6. Curb And Gutter, Barrier Curb, Sidewalk, And Driveways Shall Be A Six (6) Bag Mix Portland Cement Concrete (PCC) With Air Entrainment Content Between 5 And 8%. Maximum Allowable Slump Is Four (4) Inches. Curing Compound Shall Be White Pigmented And Applied After Finishing Per Idot Specifications. Locations Of Water And Sanitary Sewer Service Lines Shall Be Clearly Marked On All New Curbs.
7. Saw Cut Existing Curb At Limit Of The Work And Replace With Depressed Curb As Required. Drill And Dowel All New Curb, Including Depressed Curb To Existing As Required.
8. A 3/4 Inch Fiber Expansion Joint Shall Be Installed When The Curb Abuts A Sidewalk, Existing Curb, Or Any Other Existing Concrete Pavement.
9. Curb And Gutter And Barrier Curb Shall Have Sawed Contraction Joints At Maximum Intervals Of Twenty (20) Feet And 3/4 Inch Fiber Expansion Joint With Two (2) Oiled And Capped One (1) Inch Smooth Epoxy Coated Dowel Bars At Maximum Intervals Of One-Hundred (100) Feet.
10. All Commercial, Industrial And Truck Loading Areas In The Right-Of-Way Shall Be A Minimum Of Eight (8) Inch Thick Portland Cement Concrete On A Four (4) Inch Compacted Granular Base.
11. Driveway Apron Removal And Replacement For All Business, Industrial And Commercial Areas Shall Include The Installation Of A Truncated Dome Handicapped Sidewalk Ramp On Both Sides Of The Apron Unless Otherwise Approved By The Village Of Wheeling Engineering Inspector.
12. All Driveway Material Thicknesses Shall Meet The Minimum Pavement Standard Requirements Of The Village Of Wheeling.
13. All Pavement Areas Such As Driveways Shall Have A Two (2) Inch Diameter Galvanized Steel Conduit Buried Beneath Them At A Depth Of 24" (Minimum) For Future Street Light Cable(s). The Conduit Shall Extend A Minimum Of Three (3) Feet Beyond The Back Of Curb Or Edge Of The Pavement If No Curb Exists.
14. All Dimensions For Curbs Are To Be Back Of Curb, Unless Otherwise Specified.
15. The Use Of Cold-Patch For Temporary Pavement Patching Shall Be Approved By The Village Of Wheeling Engineering Inspector Prior To Placement.

SOIL EROSION & SEDIMENTATION CONTROL LEGEND

- Silt Fence
- Erosion Control Blanket North American Green DS75 Or Approved Equal
- Erosion Control Ditch Check
- Catch-All, Pork Chop Sediguard (or equal) Paved or Existing Stabilized Areas

J.U.L.I.E.

Note: The exact location of all utilities shall be verified by the contractor prior to construction activities. For utility locations call: J.U.L.I.E. 1 (800) 892-0123

SURVEY PROVIDED BY

GREMLEY & BIEDERMANN
A Division of
PLCS, Corporation
License No. 184-005322
Professional Land Surveyors
4505 North Elston Avenue, Chicago, IL 60630
Telephone: (773) 685-5102 Fax: (773) 286-4184 Email: INFO@PLCS-Survey.com

BENCHMARK

Benchmark Designation: 05 No 3301
Benchmark PID: NG0129
Elevation: 633.73 Feet (NAVD88)

Location:
0.6 Mi W From Wilmette. 0.55 Miles West Along Lake Avenue From The Village Hall Annex, At The Intersection Of Lake Avenue And Ridge Road, Set In The North Lawn Of St. Joseph Church, 82.2 Feet East Of The East Curb Of Ridge Road, 73.3 Feet North Of The Center Line Of The Northwest Main Entrance To The Church 23.9 Feet South Of The South Curb Of Lake Avenue. A Cook County Highway Department Disk In The Top Of A Concrete Post Flush With The Ground And About Level With The Street.

LEGEND

EXISTING / PROPOSED

- Manhole
- Catch Basin
- Area Drain
- Clean Out (C.O.)
- Inspection Port (I.P.)
- Flared End Section
- Storm Sewer
- Sanitary Sewer
- Combined Sewer
- Water Main (W)
- Gas Line (G)
- Overhead Wires (OH)
- Electrical Cable (Buried) (E)
- Telephone Line (T)
- Fire Hydrant
- Valve Vault
- Buffalo Box (B)
- Downspout (DS)
- Gas Valve (G)
- ComEd Manhole (CE)
- Hand Hole (H)
- Light Pole
- Utility Pole
- Telephone Pedestal (T)
- Telephone Manhole (T)
- Sign
- Fence
- Accessible Parking Stall
- Curb & Gutter
- Depressed Curb
- Curb Elevation — × C 782.50 / C 782.50
- Gutter Elevation — × G 782.00 / G 782.00
- Pavement Elevation — × P 783.25 / P 783.25
- Sidewalk Elevation — × W 782.10 / W 782.10
- Ground Elevation — × 784.0 / × 784.0
- Top of Retaining Wall Elevation — × T/W 785.20 / T/W 785.20
- Swale
- Contour Line — 781 / 781
- Deciduous Tree
- Coniferous Tree
- Brushline
- Tree Protection Fencing at Drip Line
- Overflow Arrow

DEMOLITION LEGEND

- Utility Line Removal
- Bituminous Pavement Removal (Full Depth)
- Concrete Pavement Removal (Full Depth)
- Gravel Removal (Full Depth)
- Pavement Sawcut
- Curb & Gutter Removal (XX XX)
- Structure Removal (X)
- Tree Removal

PAVING & SURFACE LEGEND

Asphalt Pavement Section (On-Site) (2)
1 1/2" Hot Mix Asphalt,Mix D, IL-9.5, N50
2 1/2" Hot Mix Asphalt, IL-19.0, N50
Prime Coat (0.25 gal/sq yd)
6" Aggregate Base Course, Type B, Crushed
14" Lime Stabilized Subgrade

Asphalt Pavement Section (Off-Site Within Park District)
1 1/2" Hot Mix Asphalt,Mix D, IL-9.5, N50
2 1/2" Hot Mix Asphalt, IL-19.0, N50
Prime Coat (0.25 gal/sq yd)
10" Aggregate Base Course, Type B, Crushed

Heavy-Duty Asphalt Pavement Section (On-Site)
1 1/2" Hot Mix Asphalt,Mix D, IL-9.5, N50
2 1/2" Hpt Mix Asphalt, Mix D, IL-19.0, N50
Prime Coat (0.25 gal/sq yd)
6" Aggregate Base Course, Type B, Crushed
14" Lime Stabilized Subgrade

Heavy-Duty Asphalt Pavement Section (Off-Site Within Park District)
1 1/2" Hot Mix Asphalt,Mix D, IL-9.5, N50
5" Hot Mix Asphalt, Mix D, IL-19.0, N50
(Two 2½" Lifts)
Prime Coat (0.25 gal/sq yd)
6" Aggregate Base Course, Type B, Crushed

Fire Lane Concrete Pavement
(Inset Pavers Per Landscape Architect)
8" Portland Cement Concrete
6"X6" W1.4XW1.4 WWF
4" Aggregate Base Course, CA-6

Fire Lane Paver Pavement
(Pavers Per Landscape Architect)
1 1/4" Sand Setting Bed
12" Aggregate Base Course, CA-6

Concrete Sidewalk/Pad Section
5" Portland Cement Concrete
4" Aggregate Base Course, Type B, Crushed

IDOT Roadway Section (Widening)
2" Hot Mix Asphalt,Mix D, IL-9.5, N50
8" Portland Cement Concrete
4" Aggregate Base Course, Type B, Crushed

IDOT Roadway Section Mill And Overlay
2" Hot Mix Asphalt,Mix D, IL-9.5, N50

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LICENSE NO. 184-003220
EXPIRES: 04/30/2017

WHEELING TOWN CENTER
Dundee Road and Northgate Parkway
Wheeling, Illinois

Exhibit received September 1, 2016

Reserved for Seal:

Expiration Date: ______________

No.	Date	Description
	05/20/16	Issued For Preliminary Pricing
1	07/05/16	Revised Per MWRD
2	07/15/16	Issued For Permit/Bid
3	08/10/16	Water and Sewer Reroute
	09/01/16	Final PUD Submittal

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Design By: GD/JC | Date: 03/08/16
Checked By: GD | Project No. 0000.00

Sheet Title: VILLAGE OF WHEELING GENERAL NOTES

Sheet No: C-0.1

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Plotted: 9/01/16 @ 11:27am By: gdreger

MWRDGC GENERAL NOTES

A. Referenced Specifications

1. All Construction Shall Be In Accordance With The Applicable Sections Of The Following, Except As Modified Herein Or On The Plans:
* Standard Specifications For Road And Bridge Construction (Latest Edition), By The Illinois Department Of Transportation (IDOT SS) For All Improvements Except Sanitary Sewer And Water Main Construction;
* Standard Specifications For Water And Sewer Main Construction In Illinois, Latest Edition (SSWS) For Sanitary Sewer And Water Main Construction;
* **Village Of Wheeling Municipal Code;**
* The Metropolitan Water Reclamation District Of Greater Chicago (MWRD) Watershed Management Ordinance And Technical Guidance Manual;
* In Case Of Conflict Between The Applicable Ordinances Noted, The More Stringent Shall Take Precedence And Shall Control All Construction.

B. Notifications

1. The MWRD Local Sewer Systems Section Field Office Must Be Notified At Least Two (2) Working Days Prior To The Commencement Of Any Work (Call 708–588–4055).
2. **The Village Of Wheeling Engineering Department And Public Must Be Notified At Least 24 Hours Prior To The Start Of Construction And Prior To Each Phase Of Work. Contractor Shall Determine Items Requiring Inspection Prior To Start Of Construction Or Each Work Phase.**
3. The Contractor Shall Notify All Utility Companies Prior To Beginning Construction For The Exact Locations Of Utilities And For Their Protection During Construction. If Existing Utilities Are Encountered That Conflict In Location With New Construction, Immediately Notify The Engineer So That The Conflict Can Be Resolved. Call J.U.L.I.E. At 1–800–892–0123.

C. General Notes

1. All Elevations Shown On Plans Reference The North American Vertical Datum Of 1988 (NAVD88).
2. MWRD, The Municipality And The Owner Or Owner's Representative Shall Have The Authority To Inspect, Approve, And Reject The Construction Improvements.
3. The Contractor(s) Shall Indemnify The Owner, Engineer, Municipality, MWRD, And Their Agents, Etc., From All Liability Involved With The Construction, Installation, Or Testing Of This WorkOn The Project.
4. The Proposed Improvements Must Be Constructed In Accordance With The Engineering Plans As Approved By MWRD And The Municipality Unless Changes Are Approved By MWRD, The Municipality, Or Authorized Agent. The Construction Details, As Presented On The Plans, Must Be Followed. Proper Construction Techniques Must Be Followed On The Improvements Indicated On The Plans.
5. The Location Of Various Underground Utilities Which Are Shown On The Plans Are For Information Only And Represent The Best Knowledge Of The Engineer. Verify Locations And Elevations Prior To Beginning The Construction Operations.
6. Any Existing Pavement, Sidewalk, Driveway, Etc., Damaged During Construction Operations And Not Called For To Be Removed Shall Be Replaced At The Expense Of The Contractor.
7. Material And Compaction Testing Shall Be Performed In Accordance With The Requirements Of The Municipality, Mwrd, And Owner.
8. The Underground Contractor Shall Make All Necessary Arrangements To Notify All Inspection Agencies.
9. All New And Existing Utility Structures On Site And In Areas Disturbed During Construction Shall Be Adjusted To Finish Grade Prior To Final Inspection.
10. Record Drawings Shall Be Kept By The Contractor And Submitted To The Engineer As Soon As Underground Improvements Are Completed. Final Payments To The Contractor Shall Be Held Until They Are Received. Any Changes In Length, Location Or Alignment Shall Be Shown In Red. All Wyes Or Bends Shall Be Located From The Downstream Manhole. All Valves, B–Boxes, Tees Or Bends Shall Be Tied To A Fire Hydrant.

D. Sanitary Sewer

1. The Contractor Shall Take Measures To Prevent Any Polluted Water, Such As Ground And Surface Water, From Entering The Existing Sanitary Sewers.
2. A Water–Tight Plug Shall Be Installed In The Downstream Sewer Pipe At The Point Of Sewer Connection Prior To Commencing Any Sewer Construction. The Plug Shall Remain In Place Until Removal Is Authorized By The Municipality And/Or MWRD After The Sewers Have Been Tested And Accepted.
3. Discharging Any Unpolluted Water Into The Sanitary Sewer System For The Purpose Of Sewer Flushing Of Lines For The Deflection Test Shall Be Prohibited Without Prior Approval From The Municipality Or MWRD.
4. All Sanitary Sewer Construction Shall Be In Accordance With The Standard Specifications For Water And Sewer Main Construction In Illinois (Latest Edition).
5. All Floor Drains Shall Discharge To The Sanitary Sewer System.
6. All Downspouts And Footing Drains Shall Discharge To The Storm Sewer System.
7. All Sanitary Sewer Pipe Materials And Joints (And Storm Sewer Pipe Materials And Joints In A Combined Sewer Area) Shall Conform To The Following:

Pipe Material	Pipe Specification	Join Specification
Vitrified Clay Pipe	ASTM C–700	ASTM C–425
Reinforced Concrete Sewer Pipe	ASTM C–76	ASTM C–443
Cast Iron Soil Pipe	ASTM A–74	ASTM C–564
Ductile Iron Pipe	ANSI A21.51	ANSI A21.11
Polyvinyl Chloride (PVC) Pipe		
6–Inch To 15–Inch Diameter SDR 26	ASTM D–3034	ASTM D–3212
18–Inch To 27–Inch Diameter F/DY=46	ASTM F–679	ASTM S–3212
High Density Polyethylene (HDPE)	ASTM D–3350	ASTM D–3251, F–2620 (Heat Fusion)
	ASTM D–3035	ASTM D03212, F–477 (Gasketed)
Water Main Quality PVC		
4–Inch To 36–Inch	ASTM D–2241	ASTM D–2672 Or ASTM D–3139
4–Inch To 12–Inch	AWWA C900	ASTM D–3212
14–Inch To 48–Inch	AWWA C905	ASTM D–3212

8. All Sanitary Sewer Construction (and Storm Sewer Construction In Combined Sewer Areas), Requires Stone Bedding With Stone ¼" To 1" In Size, With Minimum Bedding Thickness Equal To ¼ The Outside Diameter Of The Sewer Pipe, But Not Less Than Four (4) Inches Nor More Than Eight (8) Inches. Material Shall Be CA–11 Or CA–13 And Shall Be Extended At Least 12" Above The Top Of The Pipe When Using PVC.
9. "Band Seal" Or Similar Non–shear Flexible–type Couplings Shall Be Used In The Connection Of Sewer Pipes Of Dissimilar Materials.
10. Below The Flood Protection Elevation (FPE = BFE + 2 Feet), All Sanitary Sewer Manholes And Structures Shall Be Provided With Bolted, Watertight Covers. Sanitary Lids Shall Be Constructed With A Concealed Pickhole And Watertight Gasket With The Word "Sanitary" Cast Into The Lid.
11. When Connecting To An Existing Sewer Main By Means Other Than An Existing Wye, Tee, Or An Existing Manhole, One Of The Following Methods Shall Be Used:
(a) A Circular Saw–Cut Of Sewer Main By Proper Tools ("Shewer–Tap" Machine Or Similar) And Proper Installation Of Hubwye Saddle Or Hub–Tee Saddle.
(b) Remove An Entire Section Of Pipe (Breaking Only The Top Of One Bell) And Replace With A Wye Or Tee Branch Section.
(c) With Pipe Cutter, Neatly And Accurately Cut Out Desired Length Of Pipe For Insertion Of Proper Fitting, Using "Band Seal" Or Similar Couplings To Hold It Firmly In Place.
12. Whenever A Sanitary/Combined Sewer Crosses Under A Watermain, The Minimum Vertical Distance From The Top Of The Sewer To The Bottom Of The Watermain Shall Be 18 Inches. Furthermore, A Minimum Horizontal Distance Of 10 Feet Between Sanitary/Combined Sewers And Watermains Shall Be Maintained Unless: The Sewer Is Laid In A Separate Trench, Keeping A Minimum 18" Vertical Separation; Or The Sewer Is Laid In The Same Trench With The Watermain Located At The Opposite Side On A Bench Of Undisturbed Earth, Keeping A Minimum 18" Vertical Separation. If Either The Vertical Or Horizontal Distances Described Above Cannot Be Maintained, Or The Sewer Crosses Above The Watermain, The Sewer Shall Be Constructed To Watermain Standards.
13. All Existing Septic Systems Shall Be Abandoned. Abandoned Tanks Shall Be Filled With Granular Material Or Removed.
14. All Sanitary Manholes, (And Storm Manholes In Combined Sewer Areas), Shall Have A Minimum Inside Diameter Of 48 Inches, And Shall Be Cast In Place Or Pre–Cast Reinforced Concrete.
15. All Sanitary Manholes, (and Storm Manholes In Combined Sewer Areas), Shall Have Precast "Rubber Boots" That Conform To Astm C–923 For All Pipe Connections. Precast Sections Shall Consist Of Modified Groove Tongue And Rubber Gasket Type Joints.
16. All Abandoned Sanitary Sewers Shall Be Plugged At Both Ends With At Least 2 Feet Long Non–shrink Concrete Or Mortar Plug.
17. Except For Foundation/Footing Drains Provided To Protect Buildings, Or Perforated Pipes Associated With Volume Control Facilities, Drain Tiles/Field Tiles/Underdrains/Perforated Pipes Are Not Allowed To Be Connected To Or Tributary To Combined Sewers, Sanitary Sewers, Or Storm Sewers Tributary To Combined Sewers In Combined Sewer Areas. Construction Of New Facilities Of This Type Is Prohibited; And All Existing Drain Tiles And Perforated Pipes Encountered Within The Project Area Shall Be Plugged Or Removed, And Shall Not Be Connected To Combined Sewers, Sanitary Sewers, Or Storm Sewers Tributary To Combined Sewers.
18. A Backflow Preventer Is Required For All Detention Basins Tributary To Combined Sewers. Required Backflow Preventers Shall Be Inspected And Exercised Annually By The Property Owner To Ensure Proper Operation, And Any Necessary Maintenances Shall Be Performed To Ensure Functionality. In The Event Of A Sewer Surcharge Into An Open Detention Basin Tributary To Combined Sewers, The Permittee Shall Ensure That Clean Up And Wash Out Of Sewage Takes Place Within 48 Hours Of The Storm Event.

E. Erosion And Sediment Control

1. The Contractor Shall Install The Erosion And Sediment Control Devices As Shown On The Approved Erosion And Sediment Control Plan.
2. Erosion And Sediment Control Practices Shall Be Functional Prior To Hydrologic Disturbance Of The Site.
3. All Design Criteria, Specifications, And Installation Of Erosion And Sediment Control Practices Shall Be In Accordance With The Illinois Urban Manual.
4. A Copy Of The Approved Erosion And Sediment Control Plan Shall Be Maintained On The Site At All Times.
5. Inspections And Documentation Shall Be Performed, At A Minimum:
(a) Upon Completion Of Initial Erosion And Sediment Control Measures, Prior To Any Soil Disturbance.
(b) Once Every Seven (7) Calendar Days And Within 24 Hours Of The End Of A Storm Event With Greater Than 0.5 Inch Of Rainfall Or Liquid Equivalent Precipitation.
6. Soil Disturbance Shall Be Conducted In Such A Manner As To Minimize Erosion. If Stripping, Clearing, Grading, Or Landscaping Are To Be Done In Phases, The Co–Permittee Shall Plan For Appropriate Soil Erosion And Sediment Control Measures.
7. A Stabilized Mat Of Crushed Stone Meeting The Standards Of The Illinois Urban Manual Shall Be Installed At Any Point Where Traffic Will Be Entering Or Leaving A Construction Site. Sediment Or Soil Reaching An Improved Public Right–Of–Way, Street, Alley Or Parking Area Shall Be Removed By Scraping Or Street Cleaning As Accumulations Warrant And Transported To A Controlled Sediment Disposal Area.
8. Concrete Washout Facilities Shall Be Constructed In Accordance With The Illinois Urban Manual And Shall Be Installed Prior To Any On Site Construction Activities Involving Concrete.
9. Temporary Diversions Shall Be Constructed As Necessary To Direct All Runoff From Hydrologically Disturbed Areas To An Appropriate Sediment Trap Or Basin. Volume Control Facilities Shall Not Be Used As Temporary Sediment Basins.
10. Disturbed Areas Of The Site Where Construction Activities Have Temporarily Or Permanently Ceased Shall Be Stabilized With Temporary Or Permanent Measures Within Seven (7) Days.
11. All Flood Protection Areas And Volume Control Facilities Shall, At A Minimum, Be Protected With A Double–Row Of Silt Fence (Or Equivalent).
12. Volume Control Facilities Shall Not Be Constructed Until All Of The Contributing Drainage Area Has Been Stabilized.
13. Soil Stockpiles Shall, At A Minimum, Be Protected With Perimeter Sediment Controls. Soil Stockpiles Shall Not Be Placed In Flood Protection Areas Or Their Buffers.
14. Earthen Embankment Side Slopes Shall Be Stabilized With Appropriate Erosion Control Blanket.
15. Storm Sewers That Are Or Will Be Functioning During Construction Shall Be Protected By Appropriate Sediment Control Measures.
16. The Contractor Shall Either Remove Or Replace Any Existing Drain Tiles And Incorporate Them Into The Drainage Plan For The Development. Drain Tiles Cannot Be Tributary To A Sanitary Or Combined Sewer.
17. If Dewatering Services Are Used, Adjoining Properties And Discharge Locations Shall Be Protected From Erosion And Sedimentation. Dewatering Systems Should Be Inspected Daily During Operational Periods. The Site Inspector Must Be Present At The Commencement Of Dewatering Activities.
18. The Contrctor Shall Be Responsible For Trench Dewatering And Excavation For The Installation Of Sanitary Sewers, Storm Sewers, Watermains As Well As Their Services And Other Appurtenances. Any Trench Dewatering, Which Contains Sediment Shall Pass Through A Sediment Settling Pond Or Equally Effective Sediment Control Device. Alternatives May Include Dewatering Into A Sump Pit, Filter Bag Or Existing Vegetated Upslope Area. Sediment Laden Waters Shall Not Be Discharge To Waterways, Flood Protection Areas Or The Combined Sewer System.
19. All Permanent Erosion Control Practices Shall Be Initiated Within Seven (7) Days Following The Completion Of Soil Disturbing Activities.
20. All Erosion And Sediment Control Measures Shall Be Maintained And Repaired As Needed On A Year–Round Basis During Construction And Any Periods Of Construction Shutdown Until Permanent Stabilization Is Achieved.
21. All Temporary Erosion And Sediment Control Measures Shall Be Removed Within Thirty (30) Days After Permanent Site Stabilization.
22. The Erosion And Sediment Control Measures Shown On The Plans Are The Minimum Requirements. Additional Measures May Be Required, As Directed By The Engineer, Site Inspector, Or MWRD.

EEA – P:\George\Wheeling Town Center\Drawing\WTC–Siteplan CMX NEW.dwg
Plotted: 9/01/16 @ 11:25am By: gdreger

ERIKSSON ENGINEERING ASSOCIATES, LTD.
145 COMMERCE DRIVE, SUITE A
GRAYSLAKE, ILLINOIS 60030
PHONE (847) 223-4804
FAX (847) 223-4864
EMAIL INFO@EEA-LTD.COM
PROFESSIONAL DESIGN FIRM
LICENSE NO. 184-003220
EXPIRES: 04/30/2017

WHEELING TOWN CENTER
Dundee Road and Northgate Parkway
Wheeling, Illinois

Exhibit received September 1, 2016

Reserved for Seal:

Expiration Date: ____________

No.	Date	Description
	05/20/16	Issued For Preliminary Pricing
1	07/05/16	Revised Per MWRD
2	07/15/16	Issued For Permit/Bid
3	08/10/16	Water and Sewer Reroute
	09/01/16	Final PUD Submittal

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Design By: GD/JC	Date: 03/08/16
Checked By: GD	Project No. 0000.00

Sheet Title:
M.W.R.D.G.C.
GENERAL NOTES

Sheet No:
C-0.2

GREMLEY & BIEDERMANN

A Division of
PLCS Corporation
License No. 184-005522

Professional Land Surveyors

4505 North Elston Avenue, Chicago, IL 60630
Telephone: (773) 685-5102 Fax: (773) 286-4184 Email: INFO@PLCS-SURVEY.COM

ALTA / ACSM Land Title Survey

Parcel 1
That part of Sections 2, 3, 10 and 11,

Together with Lot 1 in Wickes Corporation Subdivision, being a subdivision of part of Sections 2 and 11, both in Township 42 North, Range 11, East of the Third Principal Meridian, recorded May 31, 1972 as document 21920696,

Together with Lot 2 in Owner's Subdivision of that part of Section 3 lying South of Dundee Road and the North 475.00 feet of Section 10, both lying East of the Wisconsin Central Railroad, in Township 42 North, Range 11, East of the Third Principal Meridian, recorded August 9, 1922 as document 7604075,

Together with that part of the public way commonly known as Northgate Parkway lying in Sections 2, 3, 10 and 11,

Together with that part of the Minneapolis, Saint Paul and Sault Saint Marie Railroad right of way lying in Sections 10 and 11,

All in Township 42 North, Range 11, East of the Third Principal Meridian,

All taken as a tract and described as follows:

Beginning at the Northeast corner of Lot 1 in Wickes Corporation Subdivision, aforesaid; thence South 00 degrees 12 minutes 27 seconds West, along the East line of said Lot 1, a distance of 1102.77 feet to the Southeast corner thereof; thence South 88 degrees 18 minutes 44 seconds West, along the South line of said Lot 1, a distance of 393.88 feet to the Southwest corner thereof; thence North 18 degrees 18 minutes 21 seconds West along a Southwesterly line of said Lot 1 and Northwesterly extension thereof, a distance of 256.25 feet to the East line of 33.00 foot wide Northgate Parkway; thence South 00 degrees 11 minutes 53 seconds West along the East line of said Northgate Parkway, 158.91 feet to the Northeasterly right of way line of the Minneapolis, Saint Paul and Sault Saint Marie Railroad; thence North 18 degrees 18 minutes 25 seconds West along said Northeasterly right of way line, 59.48 feet; thence South 71 degrees 41 minutes 35 seconds West, 76.50 feet; thence North 18 degrees 18 minutes 25 seconds West, parallel with the Northeasterly right of way line of the Minneapolis, Saint Paul and Sault Saint Marie Railroad, 856.58 feet to its point of intersection with the Westerly extension of the North line of Lot 2 in Owner's Subdivision, aforesaid; thence North 89 degrees 51 minutes 41 seconds East, along the North line of said Lot 2, a distance of 305.30 feet to the Northeast corner thereof, being also the Southeast corner of Lot 1 in said Owner's Subdivision; thence North 00 degrees 20 minutes 40 seconds East along the East line of said Lot 1 in said Owner's Subdivision, a distance of 167.74 feet to the South line of 100 foot wide Dundee Road; thence North 88 degrees 17 minutes 46 seconds East along the South line of said Dundee Road and the North line of said Lot 1 in Wickes Corporation Subdivision, 533.04 feet to the point of beginning, in Cook County, Illinois.

Parcel 2
That part of the West ½ of the Northwest ¼ of Section 11, Township 42 North, Range 11, East of the Third Principal Meridian, bounded by the following described lines:

On the Northeast by a Southwesterly line of Lot 1 in Wickes Corporation Subdivision, being a subdivision of part of Sections 2 and 11, both in Township 42 North, Range 11, East of the Third Principal Meridian, recorded May 31, 1972 as document 21920696, and the Northwesterly extension of said Southwesterly line of said Lot 1, and

On the West by a line 33 feet East of and parallel to the West line of said West ½ of the Northwest ¼ of Section 11, and

On the Southwest by the Easterly (or Northeasterly) right of way line of the Minneapolis, Saint Paul and Sault Saint Marie Railroad, and

On the South by the Westerly extension of the South line of said Lot 1 in said Wickes Corporation Subdivision,

In Cook County, Illinois.

Parcel 3
That part of the West 1/2 of the Northwest 1/4 of Section 11 and that part of the East 1/2 of the Northeast 1/4 of Section 10, both in Township 42 North, Range 11 East of the Third Principal Meridian, described as follows:

Commencing at the Southwest corner of Lot 1 in Wickes Corporation Subdivision, being a subdivision of part of Sections 2 and 11, both in Township 42 North, Range 11, East of the Third Principal Meridian, recorded May 31, 1972 as document 21920696; thence South 88 degrees 15 minutes 59 seconds West along the South line, extended, of said Lot 1, a distance of 52.18 feet to a point on the original Easterly right of way line of the Minneapolis, Saint Paul and Sault Saint Marie Railroad for the point of beginning;

Thence South 18 degrees 21 minutes 03 seconds East along said Easterly right of way line, a distance of 84.47 feet; thence South 71 degrees 38 minutes 57 seconds West, a distance of 50.00 feet; thence North 18 degrees 21 minutes 03 seconds West parallel with said Easterly right of way line, a distance of 257.00 feet; thence North 71 degrees 38 minutes 57 seconds East, a distance of 50.00 feet to a point on said Easterly right of way line; thence South 18 degrees 21 minutes 03 seconds East along said right of way line, a distance of 172.53 feet to the point of beginning, in Cook County, Illinois.

PROPERTY AREA: 728,351 SQUARE FEET OR 16.72 ACRES

SURVEY NOTE:
THIS SURVEY WAS PREPARED BASED ON NEAR NORTH NATIONAL TITLE LLC TITLE COMMITMENT NO. NO1150448 EFFECTIVE DATE: APRIL 15, 2015 AS TO MATTERS OF RECORD.

SCHEDULE B ITEMS:

3. EASEMENT TO LAY, MAINTAIN AND OPERATE A 16-INCH PIPELINE WITHIN A 10 FOOT STRIP OF LAND AS CREATED BY AGREEMENT RECORDED AUGUST 31, 1961 AS DOCUMENT 18263996 MADE BY AND BETWEEN G. D. SEARLE AND COMPANY AND WEST SHORE PIPELINE COMPANY. NOTE: SURVEY PREPARED BY GREMLEY & BIEDERMANN, ORDER NO. 2014-20015-001, DATED DECEMBER 18, 2014 INDICATES SAID 10 FOOT STRIP LIES WITHIN THAT PART OF THE LAND TAKEN OR USED FOR NORTHGATE PARKWAY. SAID SURVEY ALSO INDICATES THAT THE LOCATION OF THE WEST SHORE PIPELINE AS STAKED IN THE FIELD BY J.U.L.I.E. IS ALSO WITHIN THAT PART TAKEN OR USED FOR NORTHGATE PARKWAY.
(PLOTTED)

4. GRANT OF EASEMENT DATED OCTOBER, 1968 AND RECORDED DECEMBER 12, 1968 AS DOCUMENT 20702802 MADE BY AND BETWEEN G. D. SEARLE & CO., A DELAWARE CORPORATION, AND THE VILLAGE OF WHEELING, AN ILLINOIS MUNICIPAL CORPORATION, GRANTING AN EASEMENT OVER, UNDER, UPON AND ACROSS THE PART OF THE LAND TO INSTALL, MAINTAIN, OPERATE, USE, REPAIR, REPLACE, RELOCATE, RENEW AND REMOVE UNDERGROUND UTILITY FACILITIES OF ALL TYPES, INCLUDING GAS, WATER, TELEPHONE, ELECTRICAL, SANITARY AND STORM SEWER FACILITIES, AND SUCH SURFACE INSTALLATIONS AS MAY BE NECESSARY TO SERVICE SAID UNDERGROUND UTILITY FACILITIES. (AFFECTS THE SOUTHERLY 30 FEET OF LOT 1 IN WICKES CORPORATION SUBDIVISION IN PARCEL 1 AND THE SOUTHERLY 30 FEET OF PARCEL 2)
(PLOTTED)

5. EASEMENT FOR UTILITIES AND DRAINAGE AS SHOWN ON THE PLAT OF WICKES CORPORATION SUBDIVISION RECORDED MAY 31, 1972 AS DOCUMENT 21920696, AND THE TERMS AND PROVISIONS THEREOF. (AFFECTS THE EAST 6 FEET AND THE SOUTH 12 FEET OF LOT 1 IN WICKES CORPORATION SUBDIVISION IN PARCEL 1)
(PLOTTED)

9. RESERVATION OF EASEMENT CONTAINED IN QUITCLAIM DEED FROM WISCONSIN CENTRAL LTD., AN ILLINOIS CORPORATION, TO COMMUTER RAIL DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY DATED MARCH 26, 2003 AND RECORDED MARCH 31, 2003 AS DOCUMENT 0030434811, SAID EASEMENT IN FAVOR OF WISCONSIN CENTRAL LTD., AND ITS SUCCESSORS AND ASSIGNS, FOR THE CONTINUED USE, OPERATION, REPLACEMENT, AND MAINTENANCE OF ALL EXISTING DRIVEWAYS, ROADS, CONDUITS, SEWERS, WATERLINES, GAS LINES, PIPELINES, ELECTRIC POWER LINES, FIBER OPTIC LINES, WIRELINES, POLE LINES AND ALL OTHER UTILITIES, INCLUDING BUT NOT LIMITED TO ALL RAILROAD FACILITIES LOCATED ON, OVER, UNDER OR ACROSS THE LAND, WITH REASONABLE RIGHT OF ACCESS, AND THE TERMS, PROVISIONS AND CONDITIONS CONTAINED THEREIN. (AFFECTS PARCEL 3)
(BLANKET EASEMENT OVER PARCEL 3)
10. COVENANT AND RESTRICTION RELATING TO THE FLOW OF DRAINAGE WATER OVER THE LAND CONTAINED IN QUITCLAIM DEED FROM WISCONSIN CENTRAL LTD., AN ILLINOIS CORPORATION, TO COMMUTER RAIL DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY DATED MARCH 26, 2003 AND RECORDED MARCH 31, 2003 AS DOCUMENT 0030434811, AND THE TERMS, PROVISIONS AND CONDITIONS CONTAINED THEREIN. (AFFECTS PARCEL 3)
(NOT PLOTTABLE)

11. TEMPORARY CONSTRUCTION EASEMENT DATED APRIL 1, 2010 AND RECORDED JULY 20, 2010 AS DOCUMENT 1020112027 MADE BY AND BETWEEN WHEELING PARK DISTRICT AND METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, CONTAINING GRANT OF EASEMENT FOR CONSTRUCTION OF IMPROVEMENTS RELATING TO STORMWATER STORAGE, AND THE TERMS, PROVISIONS AND CONDITIONS CONTAINED THEREIN. (PURPORTS TO AFFECT PARCEL 2)
(NOT PLOTTED ATTACHMENT TO DOCUMENT 1020112027 IS ILLEGIBLE)

12. RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS, COUNTY OF COOK AND THE MUNICIPALITY IN AND TO ANY PART OF THE LAND TAKEN OR USED FOR STREETS, ROADS AND HIGHWAYS.
(ALL VISIBLE IMPROVEMENTS PLOTTED)

13. RIGHTS OF PUBLIC AND QUASI-PUBLIC UTILITIES TO USE, MAINTAIN, REPAIR AND REPLACE UTILITY FACILITIES LOCATED IN, UPON OR UNDER THE LAND.
(ALL VISIBLE IMPROVEMENTS PLOTTED)

14. RIGHTS OF WAY FOR RAILROAD SWITCH AND SPUR TRACKS.
(ALL VISIBLE IMPROVEMENTS PLOTTED)

15. RIGHTS OF WAY FOR DRAINAGE TILES, DITCHES, FEEDERS, LATERALS AND UNDERGROUND PIPES, IF ANY.

SURVEY NOTE (CONTINUED):

16. IT APPEARS THAT THERE MAY BE OVERLAP BETWEEN PARTS OF THE LAND AS DESCRIBED IN PRIOR RECORDED CONVEYANCES. THE DESCRIPTION OF PART OF THE LAND AS DESCRIBED IN PARCEL 4 IN THE DEED FROM THE CHICAGO TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 17, 1968 AND KNOWN AS TRUST NUMBER 53278, TO VILLAGE OF WHEELING RECORDED DECEMBER 30, 1997 AS DOCUMENT 97977093, WHICH PART IS INCLUDED IN PARCEL 1 OF THE LAND AS DESCRIBED HEREIN, MAY OVERLAP WITH THE DESCRIPTION OF PARCEL 3 OF THE LAND AS DESCRIBED HEREIN AND IN THE DEED FROM WISCONSIN CENTRAL LTD., AN ILLINOIS CORPORATION, TO COMMUTER RAIL DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY RECORDED MARCH 31, 2003 AS DOCUMENT 0030434811. THE COMPANY SHOULD BE FURNISHED AN ALTA SURVEY CONTAINING SUFFICIENT INFORMATION TO ESTABLISH WHETHER SUCH OVERLAP EXISTS OR NOT. AND THIS COMMITMENT IS SUBJECT TO SUCH FURTHER EXCEPTION OR AMENDMENT AS MAY THEN BE DEEMED NECESSARY. (AFFECTS PARCELS 1 AND 3)
(PLOTTED)
17. IT APPEARS THAT THE DESCRIPTION OF PART OF THE LAND AS DESCRIBED IN PRIOR RECORDED CONVEYANCES MAY BE DEFECTIVE. THE DESCRIPTION OF PART OF THE LAND AS DESCRIBED IN PARCEL 2 IN THE DEED FROM THE CHICAGO TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 17, 1968 AND KNOWN AS TRUST NUMBER 53278, TO VILLAGE OF WHEELING RECORDED DECEMBER 30, 1997 AS DOCUMENT 97977093, WHICH PART IS INCLUDED IN PARCEL 1 OF THE LAND AS DESCRIBED HEREIN, APPEARS TO BE INTENDED TO DESCRIBE LAND WHICH CORRESPONDS TO TAX PARCEL NUMBER 03-10-202-003-0000 BUT DOES NOT SEEM TO SUCCESSFULLY DESCRIBE THAT PARCEL OF LAND. THIS DESCRIPTION ALSO APPEARS IN RECORDED CONVEYANCES PRECEDING THE MENTIONED DEED. CONSIDERATION SHOULD BE GIVEN TO CORRECTING THE DESCRIPTION OF RECORD BY CORRECTIVE DEED OR RE-RECORDING, OR BY A PROPERLY ENTERED COURT ORDER, AND THIS COMMITMENT IS SUBJECT TO SUCH FURTHER EXCEPTION OR AMENDMENT AS MAY BE DEEMED NECESSARY. (AFFECTS PARCEL 1)
(PLOTTED)

18. THE DESCRIPTION OF PARCEL 2 OF THE LAND AS DESCRIBED IN SCHEDULE A HEREOF WAS DRAFTED FOLLOWING EXAMINATION OF TAX MAPS OF THE LAND AND OF RECORDED INSTRUMENTS AFFECTING ADJOINING PROPERTIES. IF THERE IS INTENTION TO UTILIZE AN ALTERNATE DESCRIPTION OF PARCEL 2 OF THE LAND, THE COMPANY SHOULD BE FURNISHED AN ALTA SURVEY CONTAINING SUFFICIENT INFORMATION TO ESTABLISH AND CONFIRM SUCH ALTERNATE DESCRIPTION.
(AFFECTS PARCEL 2)

19. THE VESTING OF TITLE, REFERRED TO IN SCHEDULE A HEREOF, AS TO PARCEL 2 OF THE LAND, AS DESCRIBED IN SCHEDULE A HEREOF, IS PURSUANT TO SPECIAL WARRANTY DEED DATED JANUARY 28, 1972 AND RECORDED FEBRUARY 2, 1972 AS DOCUMENT 21794834 FROM G. D. SEARLE & CO., A DELAWARE CORPORATION, TO THE WICKES CORPORATION, A DELAWARE CORPORATION. THAT DEED CONVEYED LAND INCLUDING PARCEL 2. OUR SEARCHES OF THE PUBLIC RECORDS DO NOT DISCLOSE SUBSEQUENT CONVEYANCES THAT INCLUDE PARCEL 2 OF THE LAND. THE COMPANY SHOULD BE FURNISHED INFORMATION REGARDING THE CURRENT STATUS OF THE WICKES CORPORATION OR ITS SUCCESSORS, AND THIS COMMITMENT IS SUBJECT TO SUCH FURTHER EXCEPTION OR AMENDMENT AS MAY THEN BE DEEMED NECESSARY.
(AFFECTS PARCEL 2)

REMAINING SCHEDULE B ITEMS ARE NOT MATTERS OF SURVEY.

SURVEYOR'S LICENSE EXPIRES NOVEMBER 30, 2016.

GRAPHIC SCALE
30 0 15 30
(IN FEET)
1" = 30'

(N.T.S.)

LEGEND
- Storm MH
- Storm CB
- Storm Inlet
- San MH
- Water MH
- Water Buffalo Box
- Water Fire Hydrant
- Telephone MH
- Telephone Pedestal
- Utility Pole
- Guy Anchor
- Electric Vault
- Electric Pad
- Electric Light Pole
- Electric Traffic Signal
- Electric Light Pole with Traffic Signal
- Tree – Deciduous
- Tree – Evergreen
- Sign Post
- Bumper Post
- Unclassified Manhole
- Iron Pipe
- JULIE Mark – Gas
- JULIE Mark – Electric
- JULIE Mark – Telephone
- JULIE Mark – Water
- JULIE Mark – Sewer
- JULIE Mark – West Shore Pipeline

A.=ASPHALT ELEVATION
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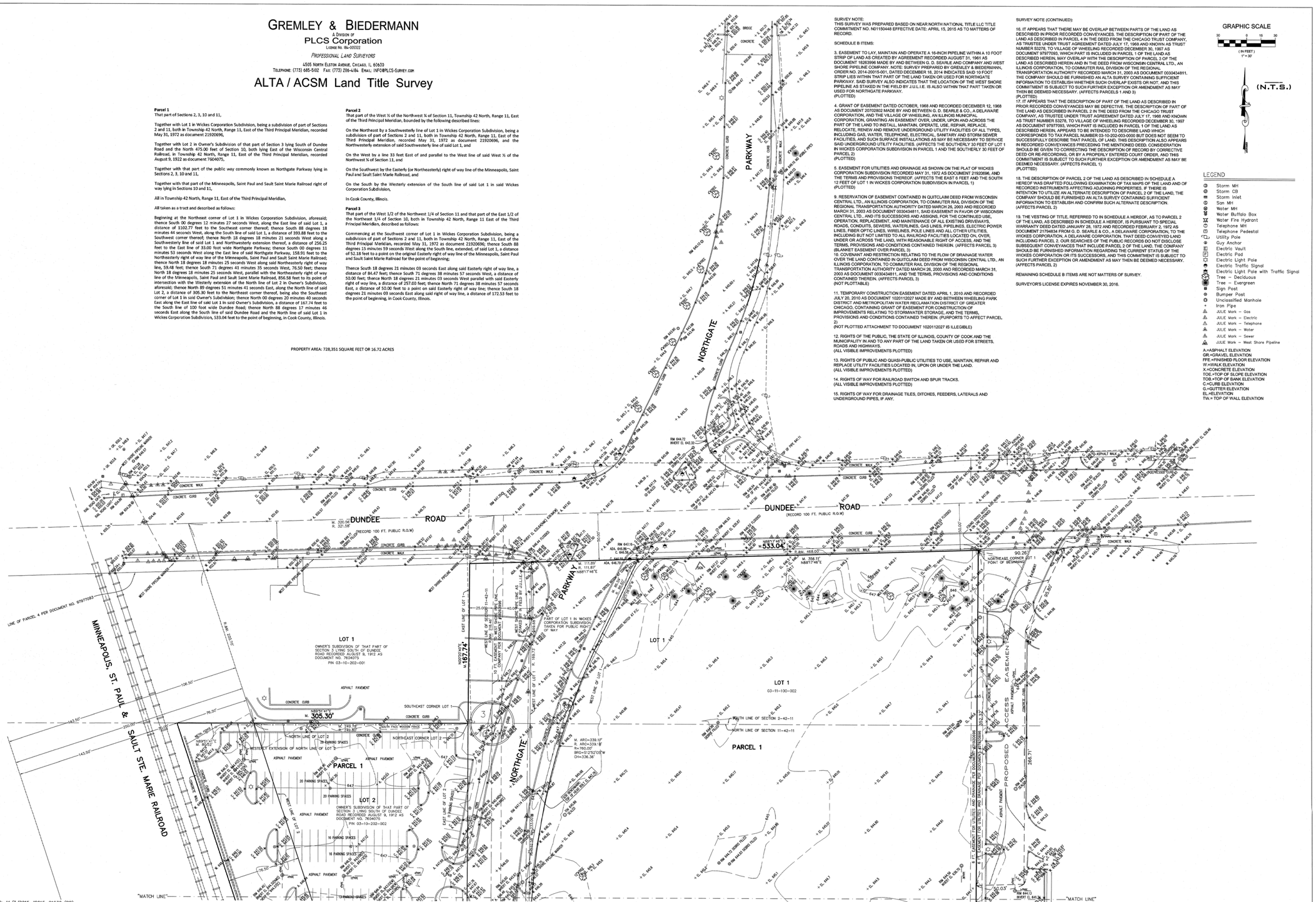

REVISED: 11/3/2015 #2015-21632 (BB)
REVISED: 5/18/2015 PER ORDER NO. 2015-20840 [RJT]
REVISED: 12/12/2014 ADDITIONAL WORK PER ORDER #2014-20259 [RJT]

ORDERED BY: NTC LLC	CHECKED:	DRAWN: RL
ADDRESS: WHEELING TOWN CENTER		

GREMLEY & BIEDERMANN
PLCS, CORPORATION
License No. 184-005522
Professional Land Surveyors
4505 North Elston Avenue, Chicago, IL 60630
Telephone: (773) 685-5102 Fax: (773) 286-4184 Email: INFO@PLCS-SURVEY.COM

ORDER NO.	DATE	PAGE NO.
2014-20015-001	OCTOBER 29, 2014	1 of 2
	SCALE: 1INCH = 50 FEET	

G:\CAD\2014\2014-20015\2014-20015-001.dwg

SURVEY NOTES:

Surveyor's license expires November 30, 2016.

Note R, & M, denotes Record and Measured distances respectively.

Distances are marked in feet and decimal parts thereof. Compare all points BEFORE building by same and at once report any differences BEFORE damage is done.

For easements, building lines and other restrictions not shown on survey plat refer to your abstract, deed, contract, title policy and local building line regulations.

NO dimensions shall be assumed by scale measurement upon this plat.

Unless otherwise noted hereon the Bearing Basis, Elevation Datum and Coordinate Datum if used is ASSUMED.

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SURVEY NOTES:

UTILITY WARNING

The underground utilities shown have been located from field survey information and existing drawings. The surveyor makes NO guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated although he does certify that they are located as accurately as possible from information available. The surveyor has not physically located the underground utilities.

Call DIGGER - (312) 744-7000 within the City of Chicago.

Outside of the City of Chicago call J.U.L.I.E. (800) 892-0123 prior to construction or excavation.

BENCHMARK DESIGNATION: 05 NO 3301
BENCHMARK PID: NG0129
ELEVATION = 633.73 FEET (NAVD88)

LOCATION:
0.6 MI W FROM WILMETTE. 0.55 MILES WEST ALONG LAKE AVENUE FROM THE VILLAGE HALL ANNEX, AT THE INTERSECTION OF LAKE AVENUE AND RIDGE ROAD, SET IN THE NORTH LAWN OF ST. JOSEPH CHURCH, 62.2 FEET EAST OF THE EAST CURB OF RIDGE ROAD, 73.3 FEET NORTH OF THE CENTER LINE OF THE NORTHWEST MAIN ENTRANCE TO THE CHURCH 23.9 FEET SOUTH OF THE SOUTH CURB OF LAKE AVENUE. A COOK COUNTY HIGHWAY DEPARTMENT DISK IN THE TOP OF A CONCRETE POST FLUSH WITH THE GROUND AND ABOUT LEVEL WITH THE STREET.

SURVEY NOTE:

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF, AND IS SUBJECT TO, ALL RESTRICTIONS AND MATTERS APPEARING OF RECORD AS MIGHT BE DISCLOSED BY A CURRENT TITLE COMMITMENT.

PROPERTY APPEARS IN "OTHER AREAS" ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, PER FLOOD INSURANCE RATE MAP COOK COUNTY, ILLINOIS, MAP NO. 17031C 0068J, EFFECTIVE DATE AUGUST 19, 2008.

REGARDING TABLE A ITEM 21 PROFESSIONAL LIABILITY INSURANCE POLICY OBTAINED BY THE SURVEYOR IN THE MINIMUM AMOUNT OF $2,000,000 TO BE IN EFFECT THROUGHOUT THE CONTRACT TERM. CERTIFICATE OF INSURANCE TO BE FURNISHED UPON REQUEST.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 8, 9, 11(a) and 21 of Table A thereof.

The field work was completed on November 3, 2015.

Date of Plat NOV. 11, 2015

By: Wm E. Biedermann

Wm. E. Biedermann
Professional Illinois Land Surveyor No. 3168

WILLIAM E. BIEDERMANN
PROFESSIONAL LAND SURVEYOR 3168
CHICAGO
STATE OF ILLINOIS

ERIKSSON ENGINEERING ASSOCIATES, LTD.
145 COMMERCE DRIVE, SUITE A
GRAYSLAKE, ILLINOIS 60030
PHONE (847) 223-4804
FAX (847) 223-4864
EMAIL INFO@EEA-LTD.COM
PROFESSIONAL DESIGN FIRM
LICENSE NO. 184-003220
EXPIRES: 04/30/2017

WHEELING TOWN CENTER
Dundee Road and Northgate Parkway
Wheeling, Illinois

Exhibit received September 1, 2016

Reserved for Seal:

Expiration Date: _____

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	05/20/16	Issued For Preliminary Pricing
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Design By: GD/JC	Date: 03/08/16
Checked By: GD	Project No. 0000.00

Sheet Title:

COVER SHEET

Sheet No:

C-0.3

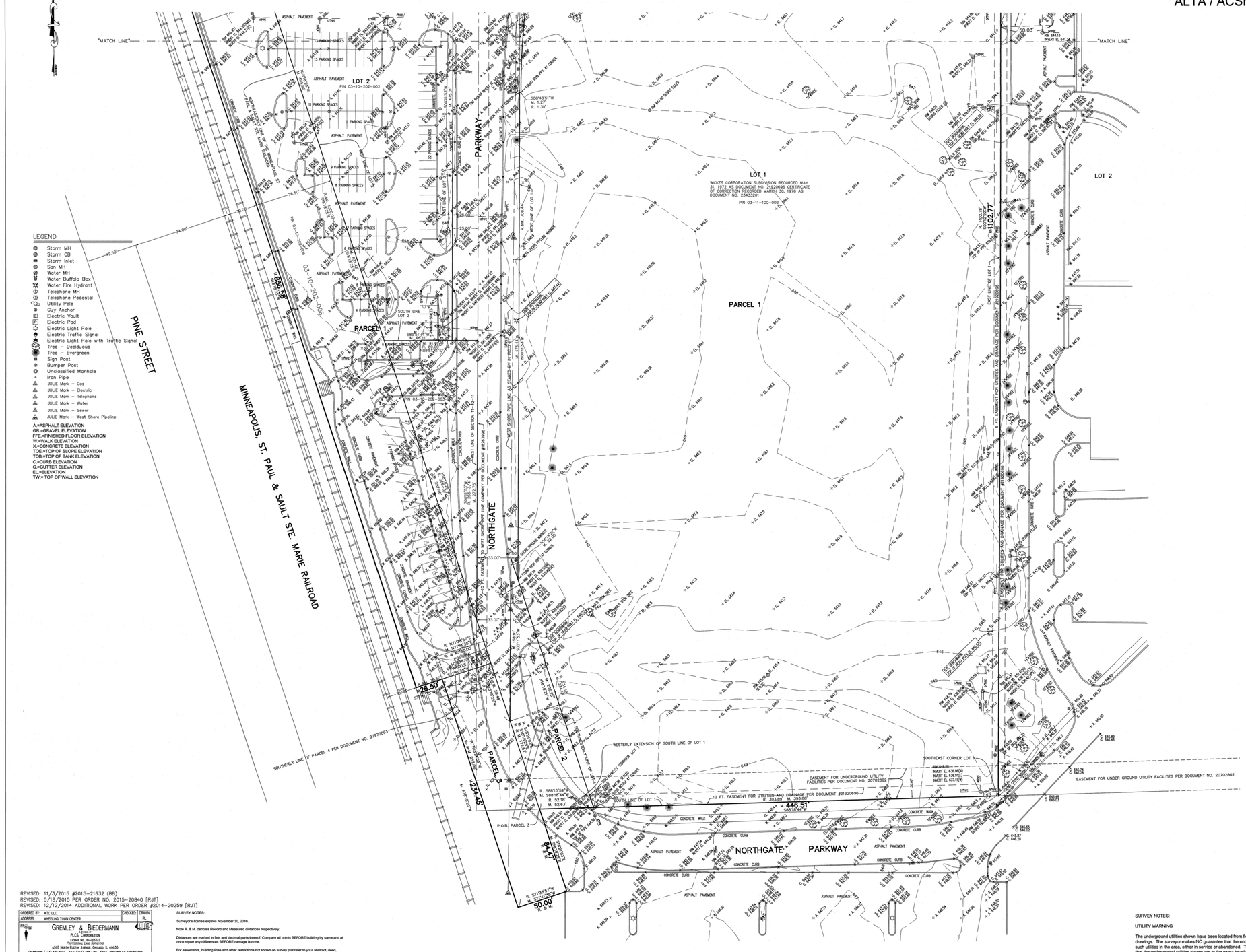
EEA — P:\George\Wheeling Town Center\Drawing\WTC-Siteplan CMX NEW.dwg
Plotted: 9/01/16 @ 12:41pm By: gdreger

GRAPHIC SCALE

30 0 15 30

(IN FEET)

(N.T.S.)



LEGEND

- Storm MH
- Storm CB
- Storm Inlet
- San MH
- Water MH
- Water Buffalo Box
- Water Fire Hydrant
- Telephone MH
- Telephone Pedestal
- Utility Pole
- Guy Anchor
- Electric Vault
- Electric Post
- Electric Light Pole
- Electric Traffic Signal
- Electric Light Pole with Traffic Signal
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- Bumper Post
- Unclassified Manhole
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REVISED: 11/3/2015 #2015-21632 (BB)
REVISED: 5/18/2015 PER ORDER NO. 2015-20840 [RJT]
REVISED: 12/12/2014 ADDITIONAL WORK PER ORDER #2014-20259 [RJT]

ORDERED BY: WTC LLC		CHECKED:	DRAWN: RL
ADDRESS: WHEELING TOWN CENTER			
GREMLEY & BIEDERMANN A DIVISION OF PLCS CORPORATION LICENSE No. 184-003322 PROFESSIONAL LAND SURVEYORS 4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630 TELEPHONE: (773) 685-5102 FAX: (773) 286-4164 EMAIL: INFO@PLCS-SURVEY.COM			
ORDER NO. 2014-20015-001	DATE: OCTOBER 29, 2014 SCALE: 1 INCH = 30 FEET	PAGE NO. 2 OF 2	

G:\CAD\2014\2014-20015\2014-20015-001.dwg

SURVEY NOTES:

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1	07/05/16	Revised Per MWRD
2	07/15/16	Issued For Permit/Bid
3	08/10/16	Water and Sewer Reroute
	09/01/16	Final PUD Submittal

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Design By: GD/JC	Date: 03/08/16
Checked By: GD	Project No. 0000.00

Sheet Title:

COVER SHEET

Sheet No:

C-0.4

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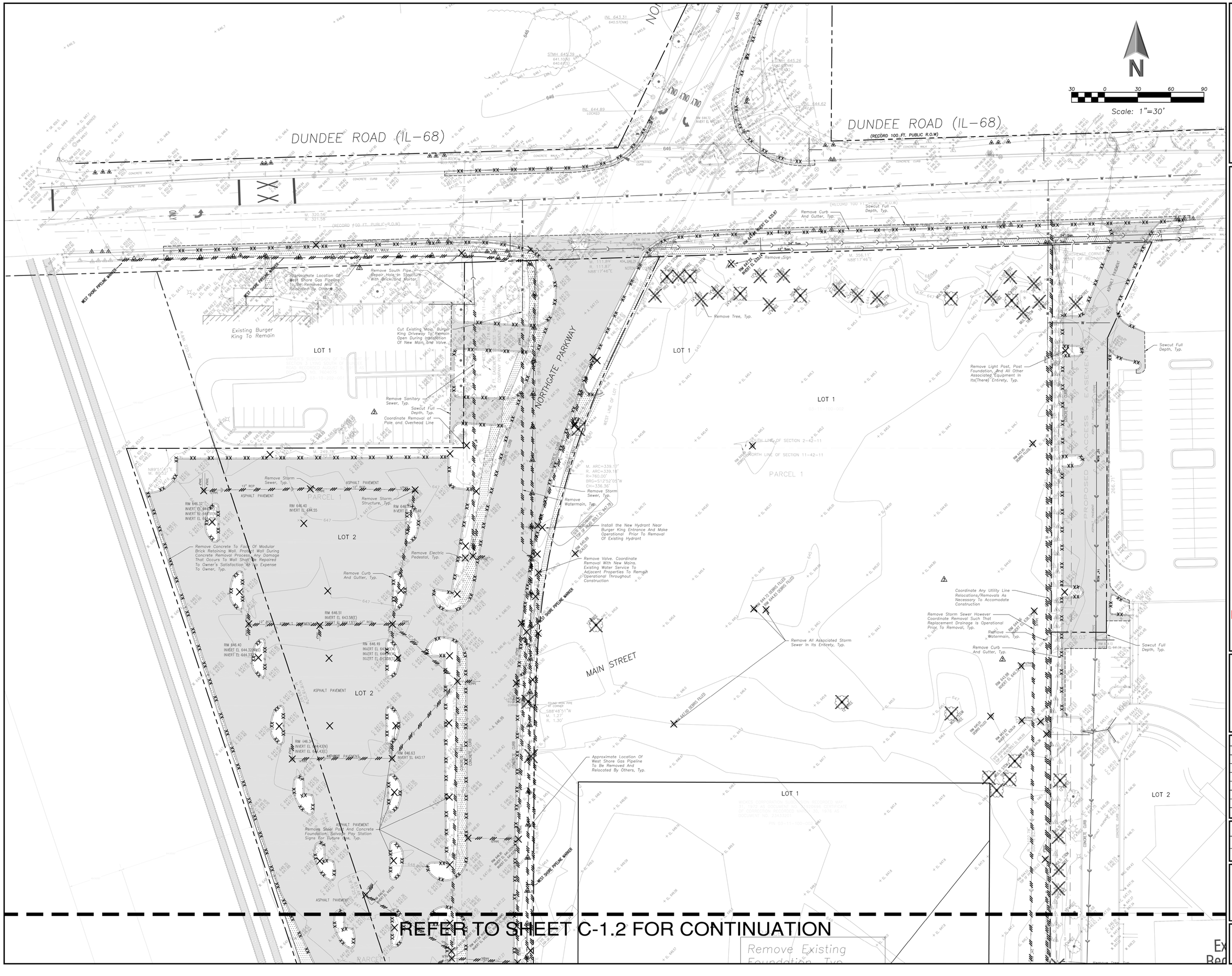

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WHEELING TOWN CENTER

Dundee Road and Northgate Parkway

Wheeling, Illinois

Exhibit received September 1, 2016

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Design By: GD/JC	Date: 03/08/16
Checked By: GD	Project No. 0000.00

Sheet Title:

SITE DEMOLITION PLAN (NORTH)

Sheet No:

C-1.1

EEA — P:\George\Wheeling Town Center\Drawing\WTC-Siteplan CMX NEW.dwg
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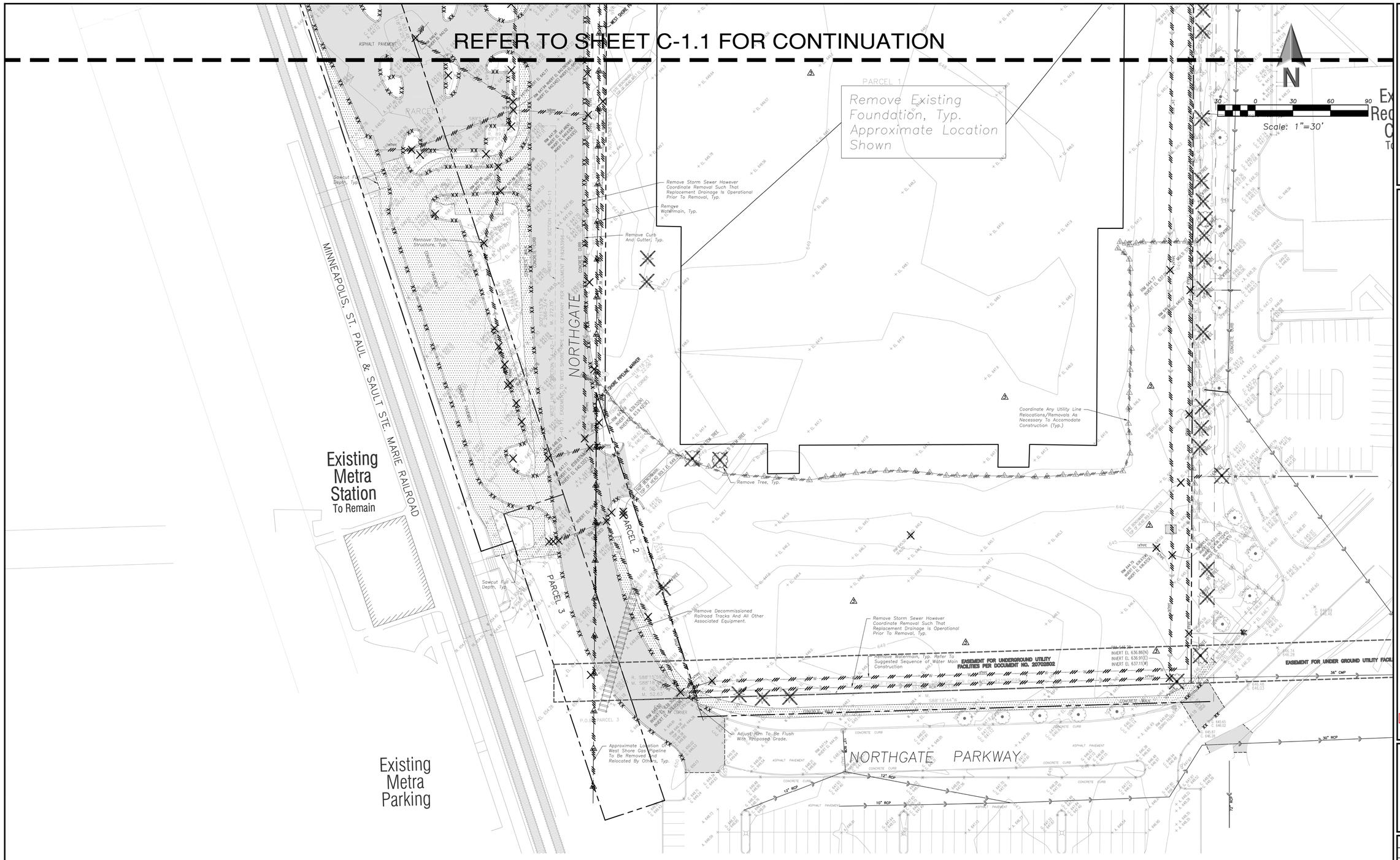

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BENCHMARK

Benchmark Designation: 05 No 3301
Benchmark PID: NG0129
Elevation: 633.73 Feet (NAVD88)

Location:
0.6 Mi W From Wilmette. 0.55 Miles West Along Lake Avenue From The Village Hall Annex, At The Intersection Of Lake Avenue And Ridge Road, Set In The North Lawn Of St. Joseph Church, 82.2 Feet East Of The East Curb Of Ridge Road, 73.3 Feet North Of The Center Line Of The Northwest Main Entrance To The Church 23.9 Feet South Of The South Curb Of Lake Avenue. A Cook County Highway Department Disk In The Top Of A Concrete Post Flush With The Ground And About Level With The Street.

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Sheet Title:

SITE DEMOLITION PLAN (SOUTH)

Sheet No:

C-1.2

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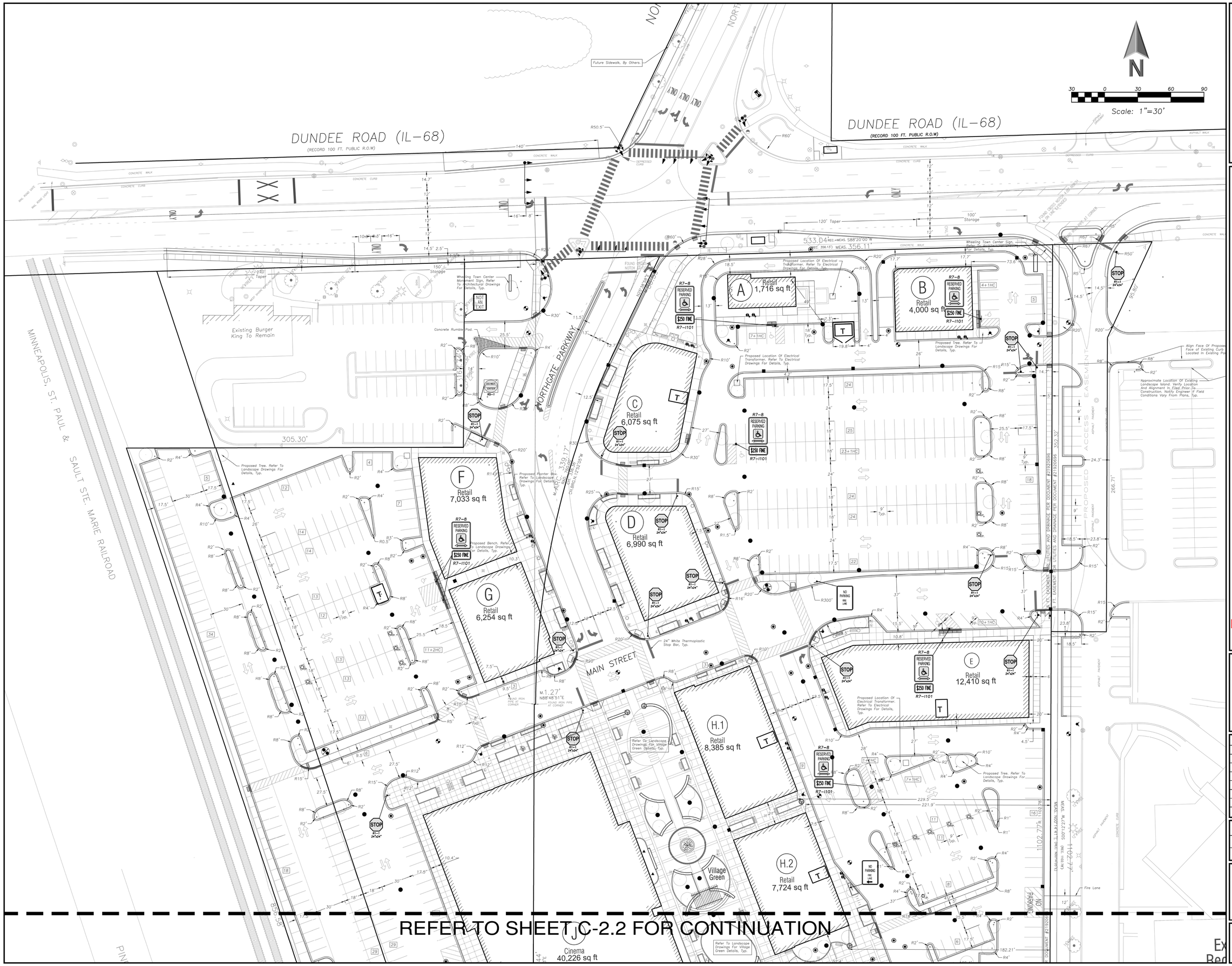

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Design By: GD/JC	Date: 03/08/16
Checked By: GD	Project No.: 0000.00

Sheet Title:

SITE GEOMETRY PLAN (NORTH)

Sheet No:

C-2.1

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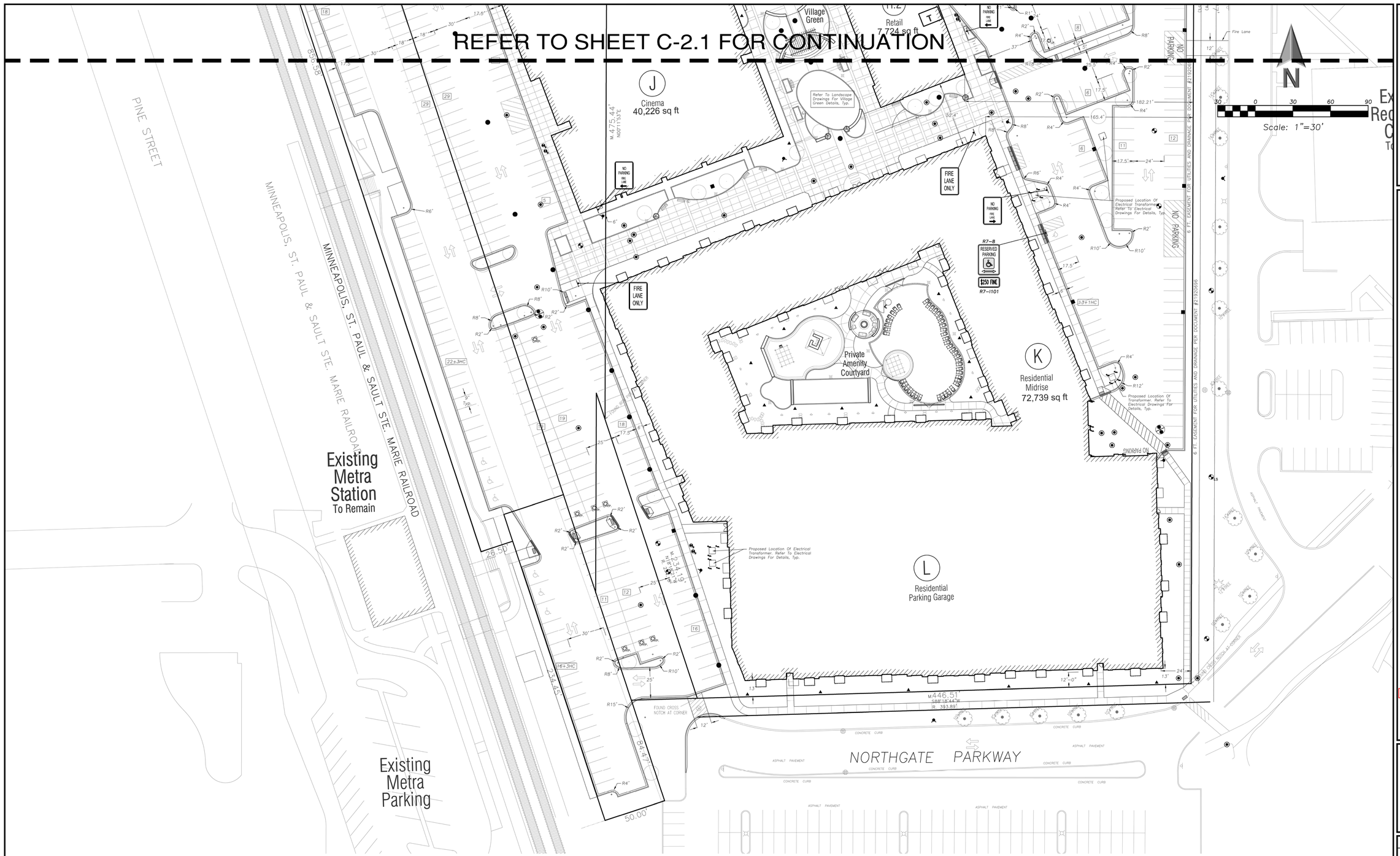

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Sheet No:

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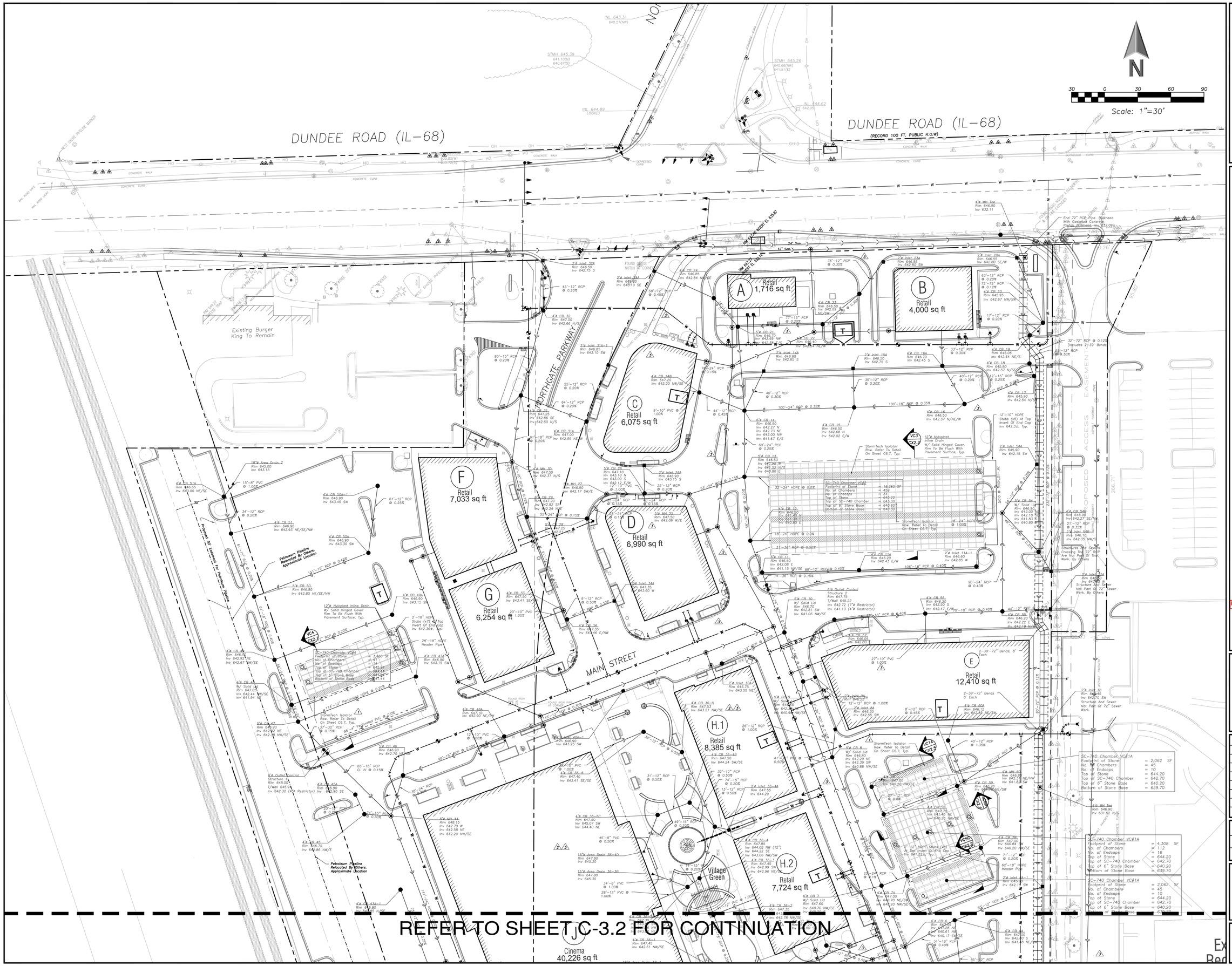

REFER TO SHEET JC-3.2 FOR CONTINUATION

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Sheet Title:

SITE UTILITY PLAN-STORM (NORTH)

Sheet No:

C-3.1

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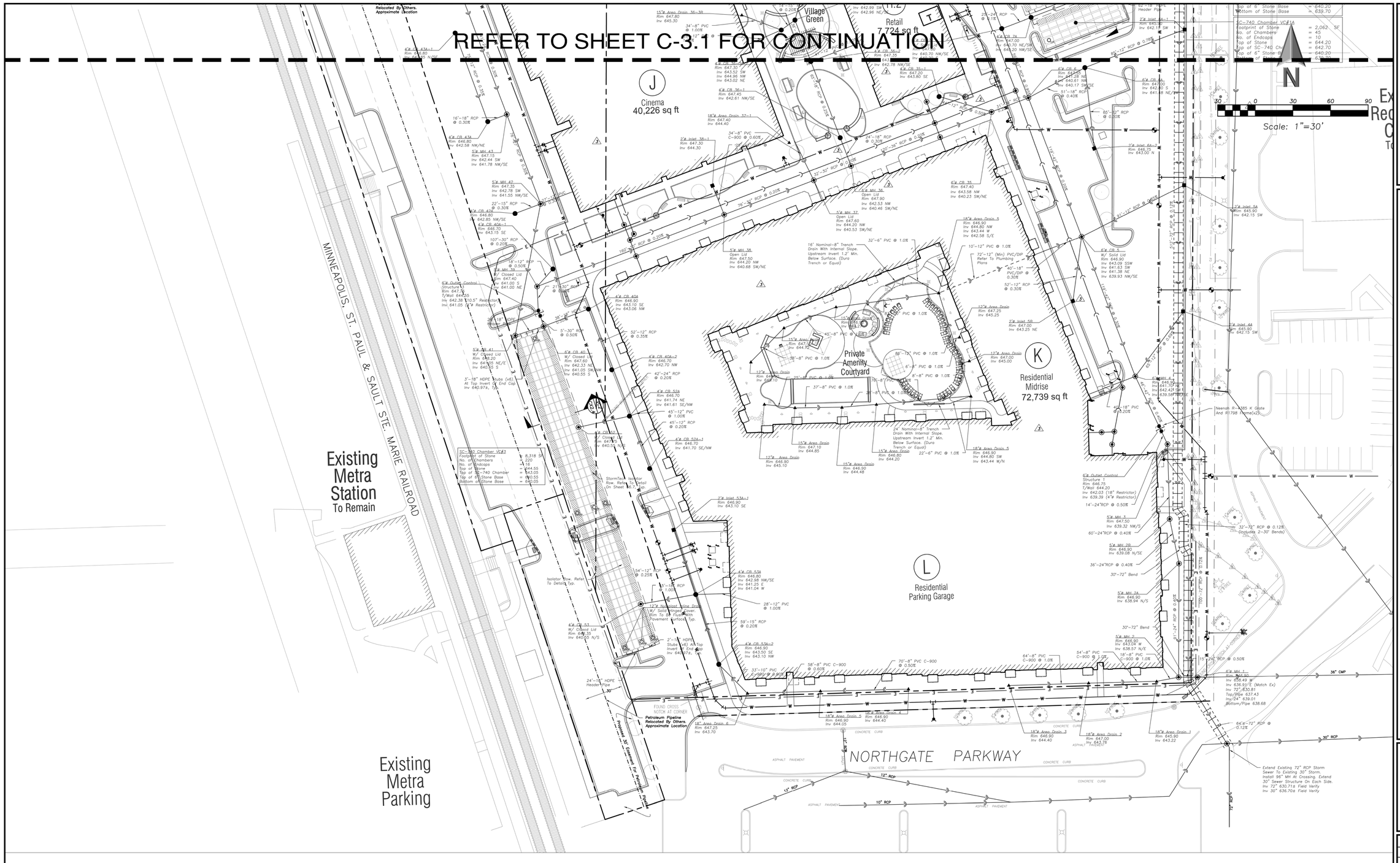
Plotted: 9/01/16 @ 11:38am By: gdreger



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Checked By: GD	Project No. 0000.00

Sheet Title:

SITE UTILITY PLAN-STORM (SOUTH)

Sheet No:

C-3.2

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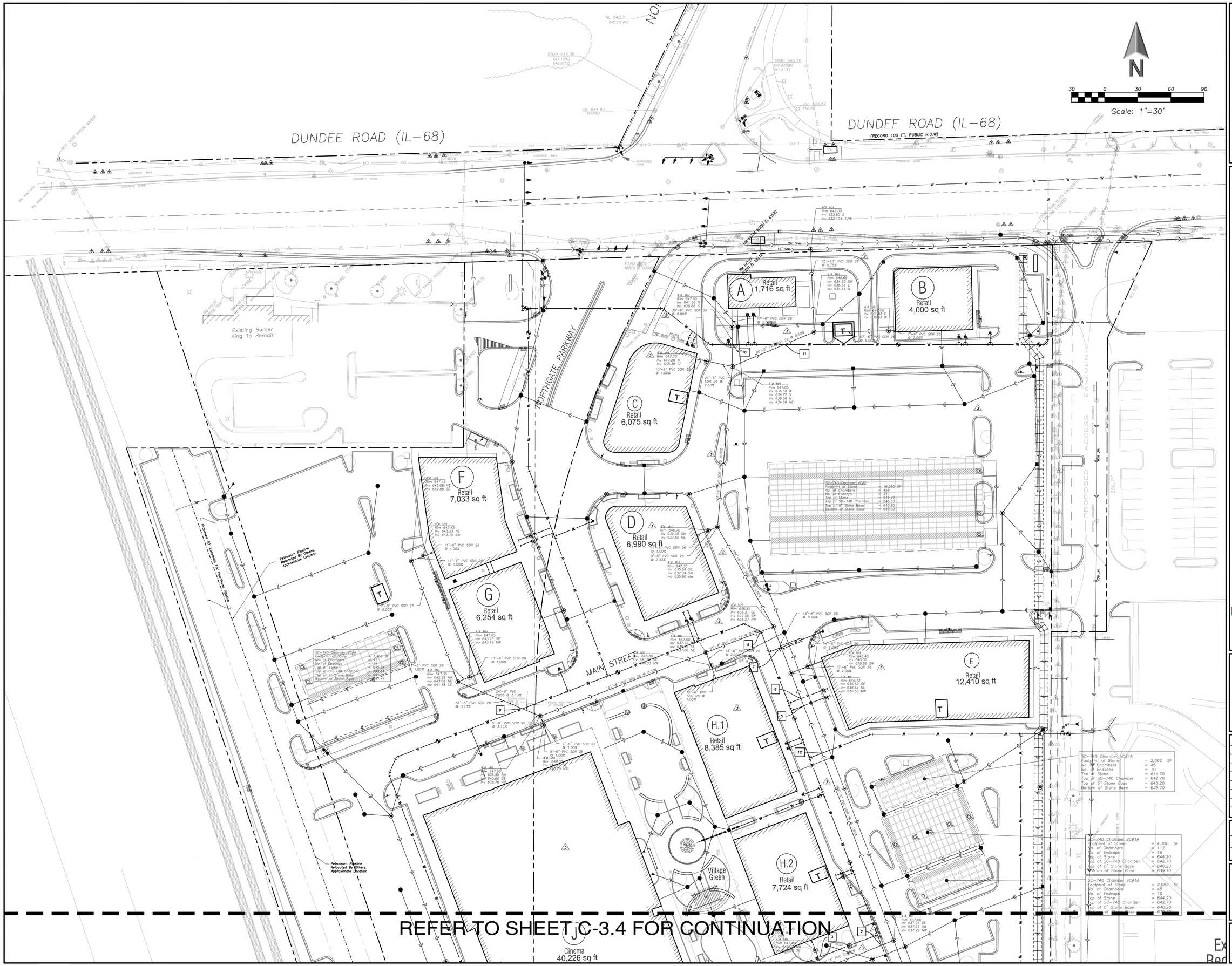

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Checked By: GD	Project No. 0000.00

Sheet Title:

SITE UTILITY PLAN-SANITARY (NORTH)

Sheet No:

C-3.3

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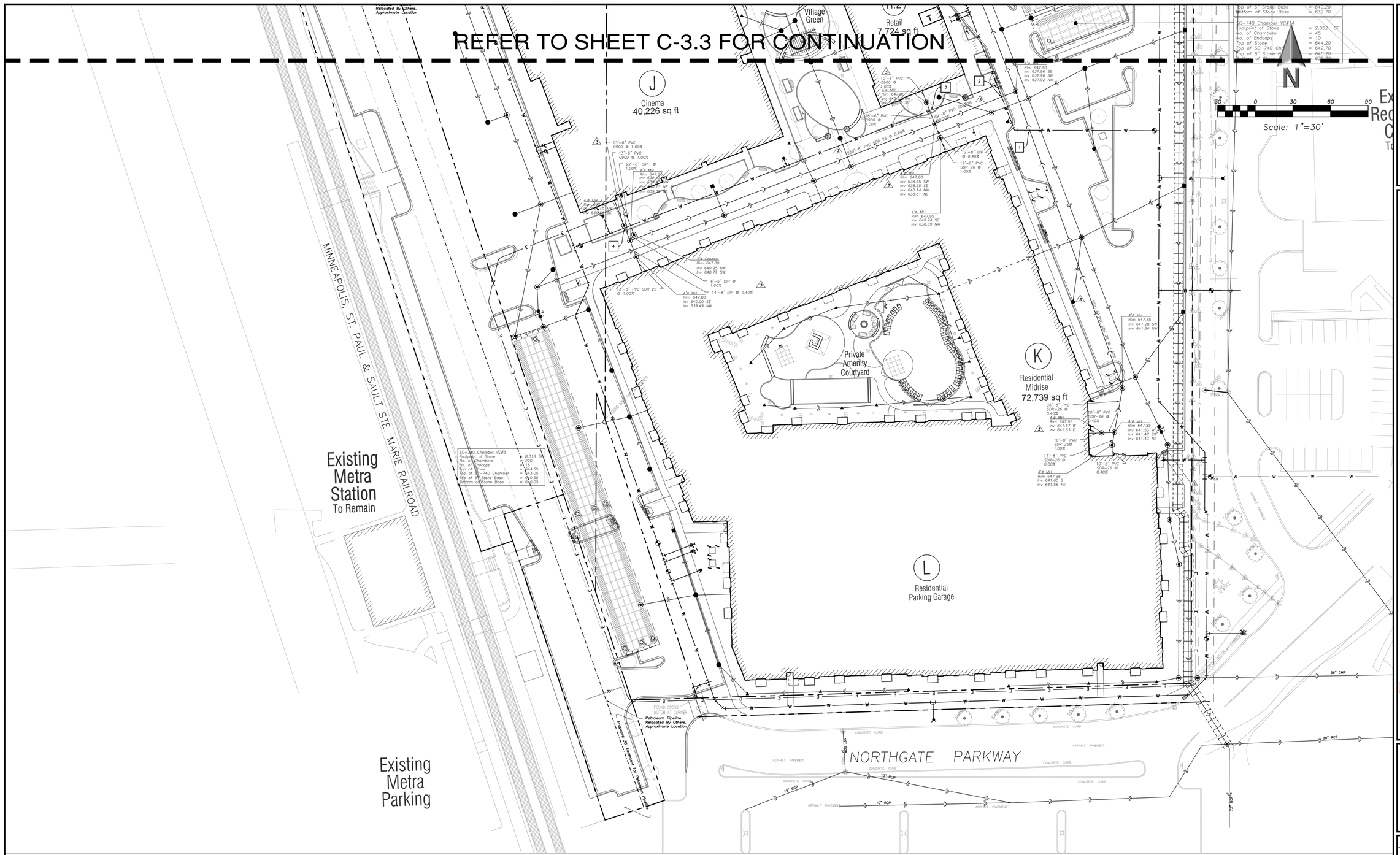

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WHEELING TOWN CENTER

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Design By: GD/JC	Date: 03/08/16
Checked By: GD	Project No. 0000.00

Sheet Title:

SITE UTILITY PLAN-SANITARY (SOUTH)

Sheet No:

C-3.4

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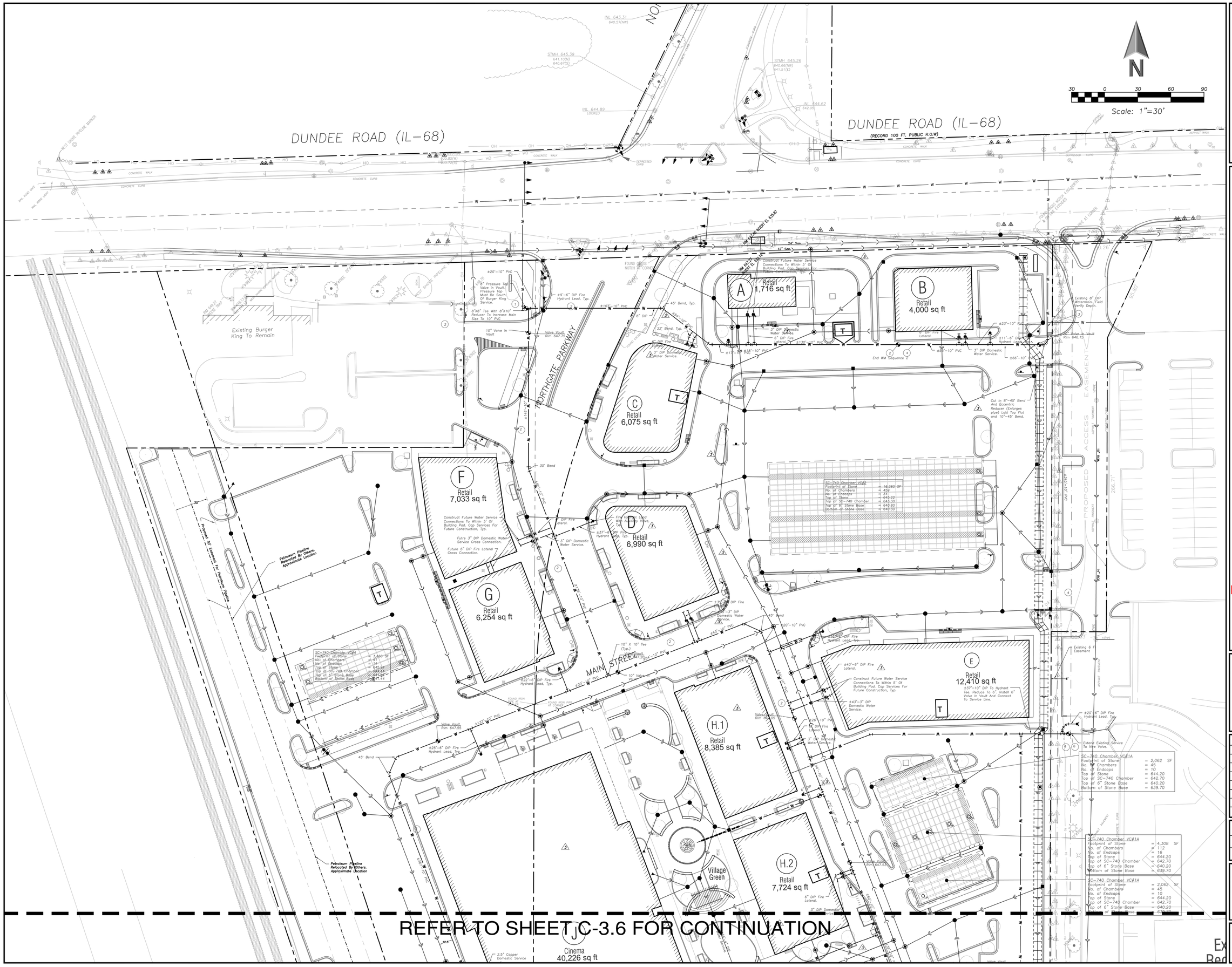

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Design By:	Date:
GD/JC	03/08/16
Checked By: GD	Project No. 0000.00

Sheet Title:

SITE UTILITY PLAN-WATER (NORTH)

Sheet No:

C-3.5

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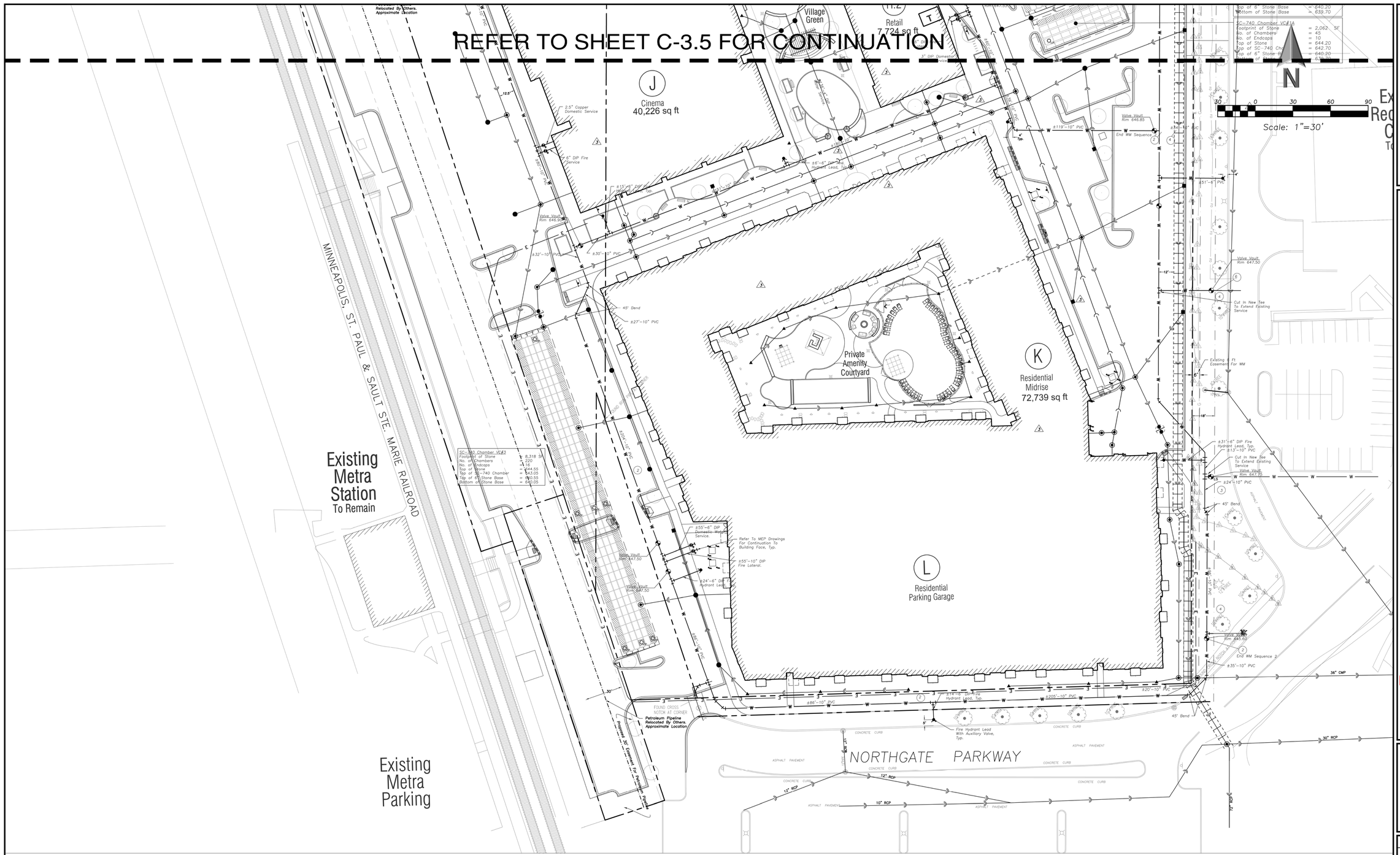

SUGGESTED SEQUENCE OF WATER MAIN CONSTRUCTION

It Is The Intent Of This Sequence Of Construction To Minimize Any "Downtime" To Any Off Site Mains. Coordinate Any Shutdown Necessary With The Village Of Wheeling And The Wheeling Park District.

1. *Install Pressure Tap Valve In Vault Near The Intersection Of Dundee And Northgate.*
2. *Install All Mains Within And South Of The Site Designated By The Number 2 On The Plan. This Includes All Site Mains Up To And Including The Valves Shown. Pressure Test And Chlorinate All Mains Installed. Once The Mains Pass The Required Tests Proceed To Item 3.*
3. *Install Line Stops On Mains To Park District And Village Hall Facilities. This Leaves Those Facilities Active And Disconnects Them From The Existing Site Mains.*
4. *Install Main Along The East Property Line And Within Park District Easement And Connect To The Valves That Were Installed In Item 2. Run The Main Under The Two Services To Park District Recreation Center Leaving Those Services Active. Pressure Test And Chlorinate The Installed Main. Once The Main Passes The Required Tests Proceed To Item 5.*
5. *Remove Line Stops Installed In Item 3.*
6. *Connect New Main To Existing Park District Recreation Center Services. Coordinate Work With The Village Of Wheeling And The Park District*
7. *Shut Down Existing Main At The North Side Of Dundee Road. Connect New Main To Existing Main.*
8. *Remove Existing Main Once New Main Is Completely Operational*

J.U.L.I.E.

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GD/JC	03/08/16
Checked By:	Project No.
GD	0000.00

Sheet Title:

SITE UTILITY PLAN-WATER (SOUTH)

Sheet No:

C-3.6

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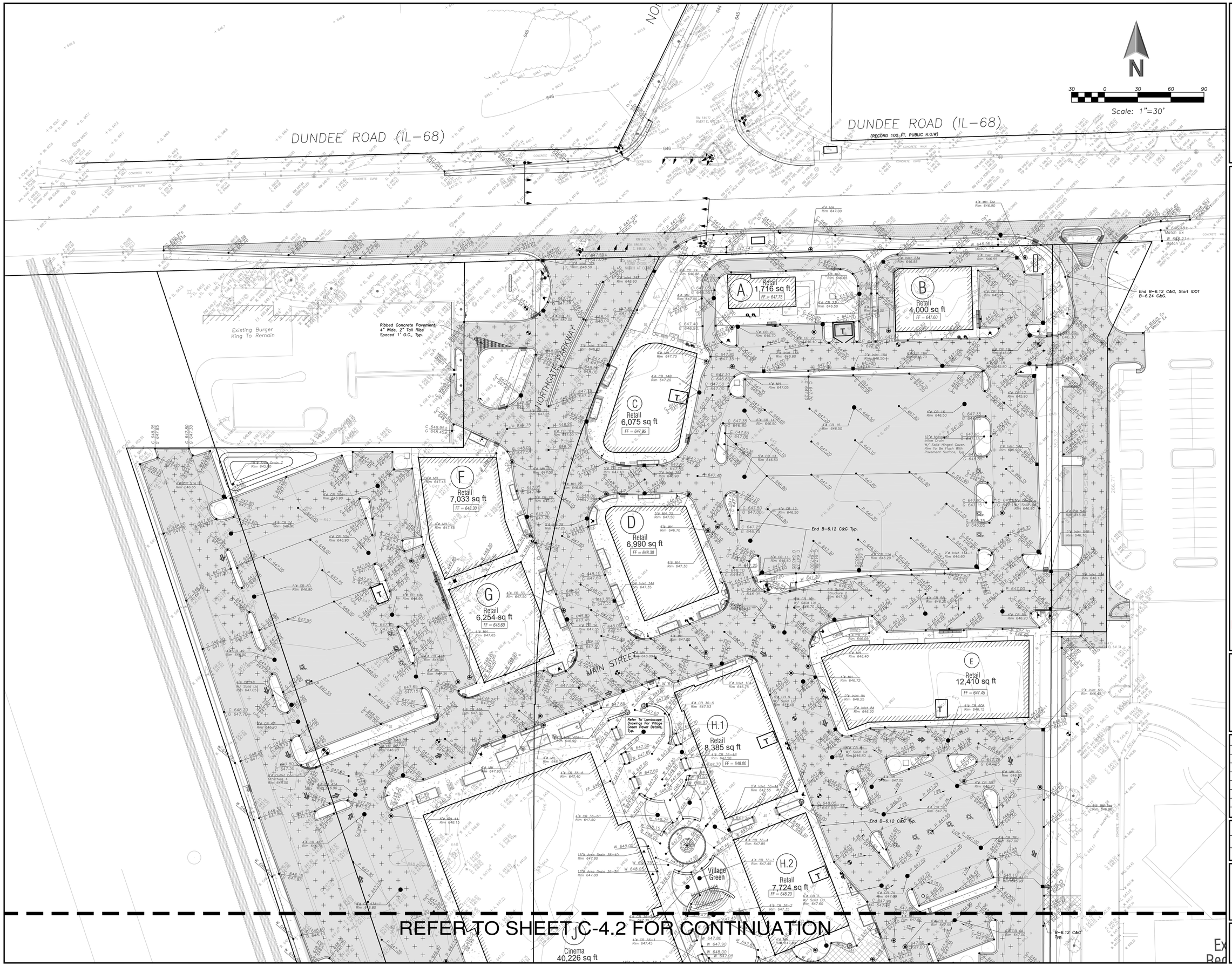
Plotted: 9/01/16 @ 11:14am By: garegar



ERIKSSON ENGINEERING ASSOCIATES, LTD.
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GRAYSLAKE, ILLINOIS 60030
PHONE (847) 223-4804
FAX (847) 223-4864
EMAIL INFO@EEA-LTD.COM
PROFESSIONAL DESIGN FIRM
LICENSE NO. 184-003220
EXPIRES: 04/30/2017

WHEELING TOWN CENTER

Dundee Road and Northgate Parkway

Wheeling, Illinois

Exhibit received September 1, 2016

Reserved for Seal:

Expiration Date: _____

No.	Date	Description
	05/20/16	Issued For Preliminary Pricing
1	07/05/16	Revised Per MWRD
2	07/15/16	Issued For Permit/Bid
3	08/10/16	Water and Sewer Reroute
	09/01/16	Final PUD Submittal

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Design By: GD/JC	Date: 03/08/16
Checked By: GD	Project No. 0000.00

Sheet Title:

SITE GRADING & PAVING PLAN (NORTH)

Sheet No:

C-4.1

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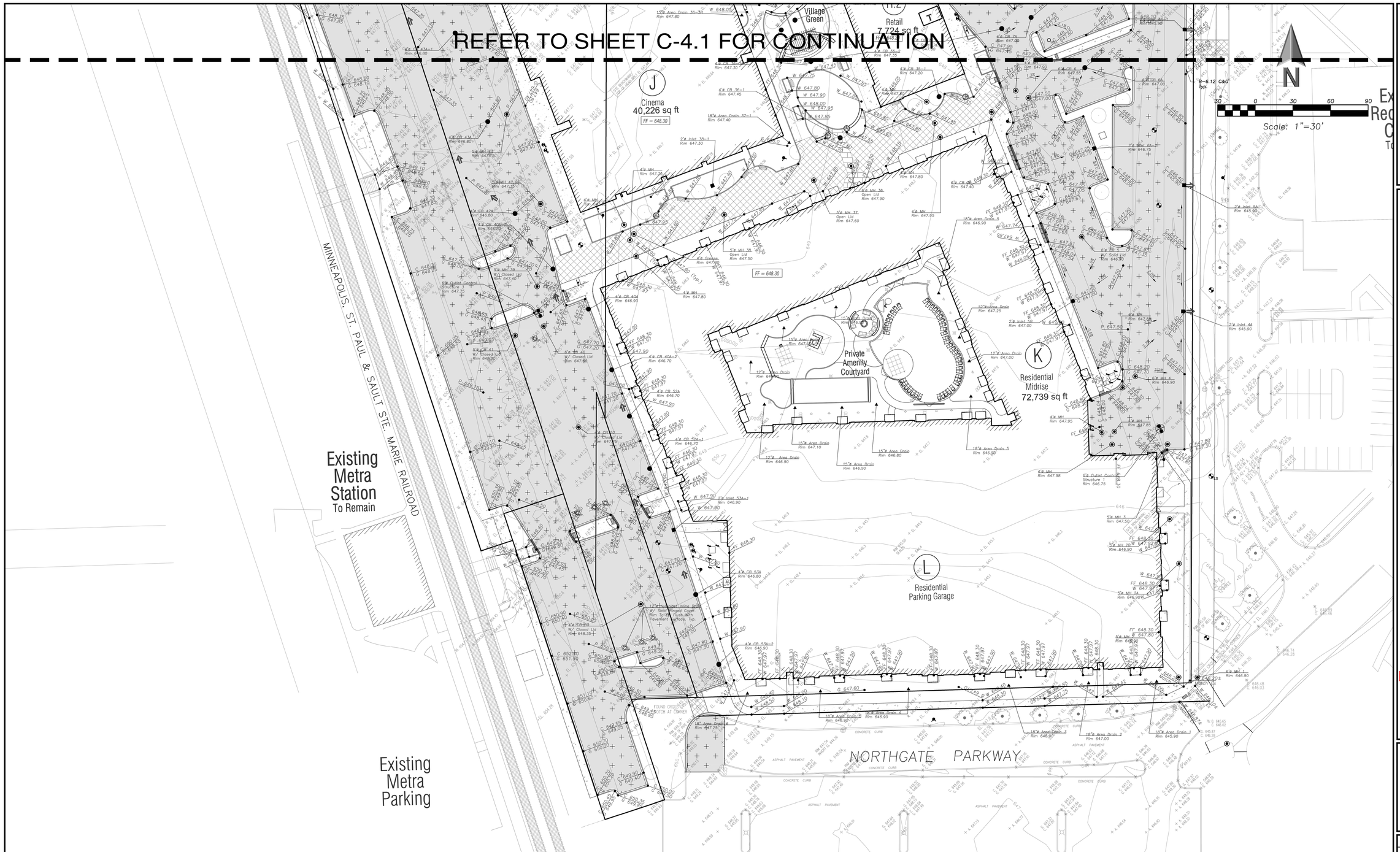

J.U.L.I.E.

Note: The exact location of all utilities shall be verified by the contractor prior to construction activities. For utility locations call: J.U.L.I.E. 1 (800) 892-0123

SURVEY PROVIDED BY

GREMLEY & BIEDERMANN
A DIVISION OF
PLCS, CORPORATION
LICENSE NO. 184-001322
PROFESSIONAL LAND SURVEYORS
4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630
TELEPHONE: (773) 685-5102 FAX: (773) 286-4184 EMAIL: INFO@PLCS-SURVEY.COM

BENCHMARK

Benchmark Designation: 05 No 3301
Benchmark PID: NG0129
Elevation: 633.73 Feet (NAVD88)

Location:
0.6 Mi W From Wilmette. 0.55 Miles West Along Lake Avenue From The Village Hall Annex, At The Intersection Of Lake Avenue And Ridge Road, Set In The North Lawn Of St. Joseph Church, 82.2 Feet East Of The East Curb Of Ridge Road, 73.3 Feet North Of The Center Line Of The Northwest Main Entrance To The Church 23.9 Feet South Of The South Curb Of Lake Avenue. A Cook County Highway Department Disk In The Top Of A Concrete Post Flush With The Ground And About Level With The Street.

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WHEELING TOWN CENTER

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Design By:	Date:
GD/JC	03/08/16
Checked By: GD	Project No. 0000.00

Sheet Title:

SITE GRADING & PAVING PLAN (SOUTH)

Sheet No:

C-4.2

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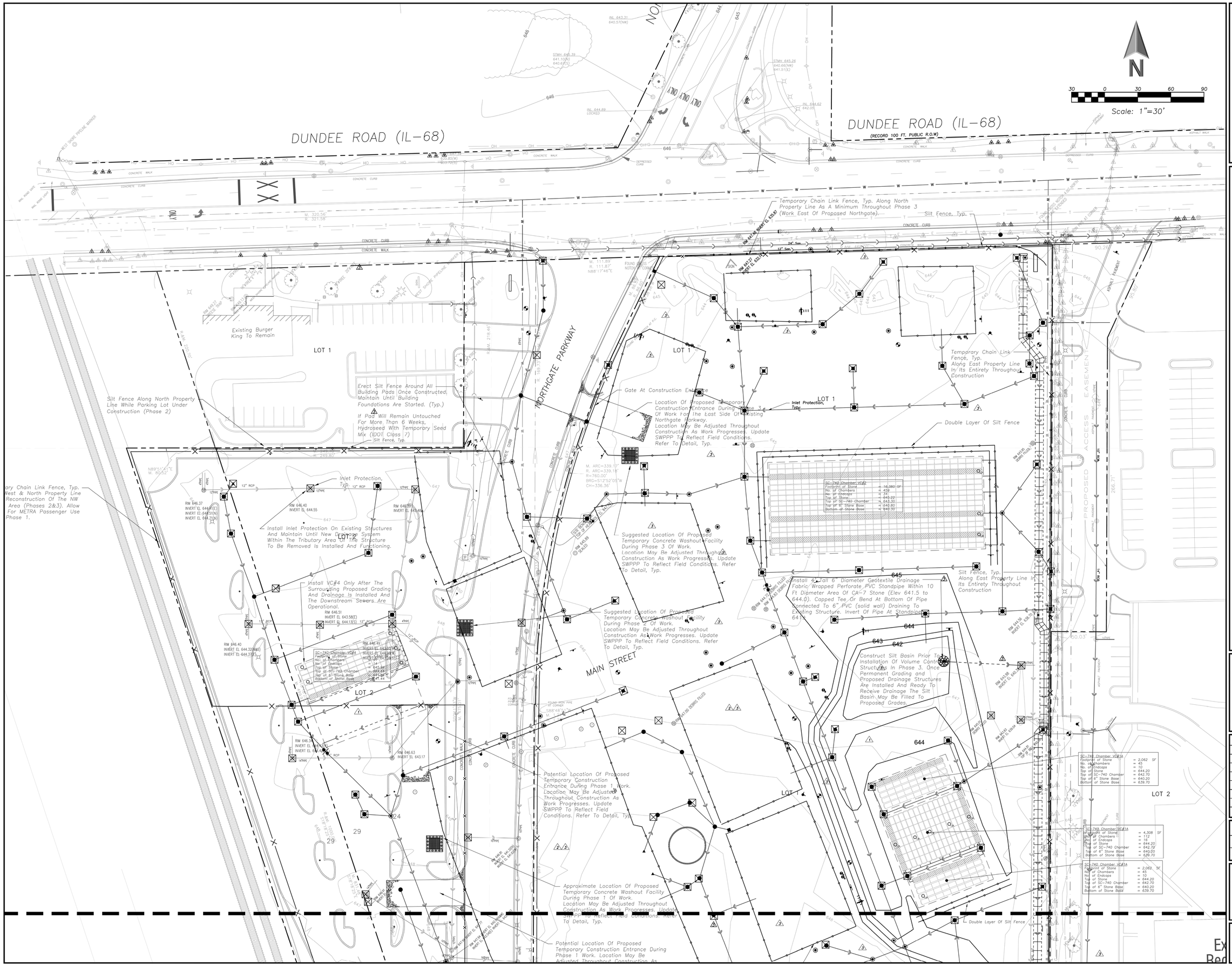

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WHEELING TOWN CENTER

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Design By: GD/JC	Date: 03/08/16
Checked By: GD	Project No. 0000.00

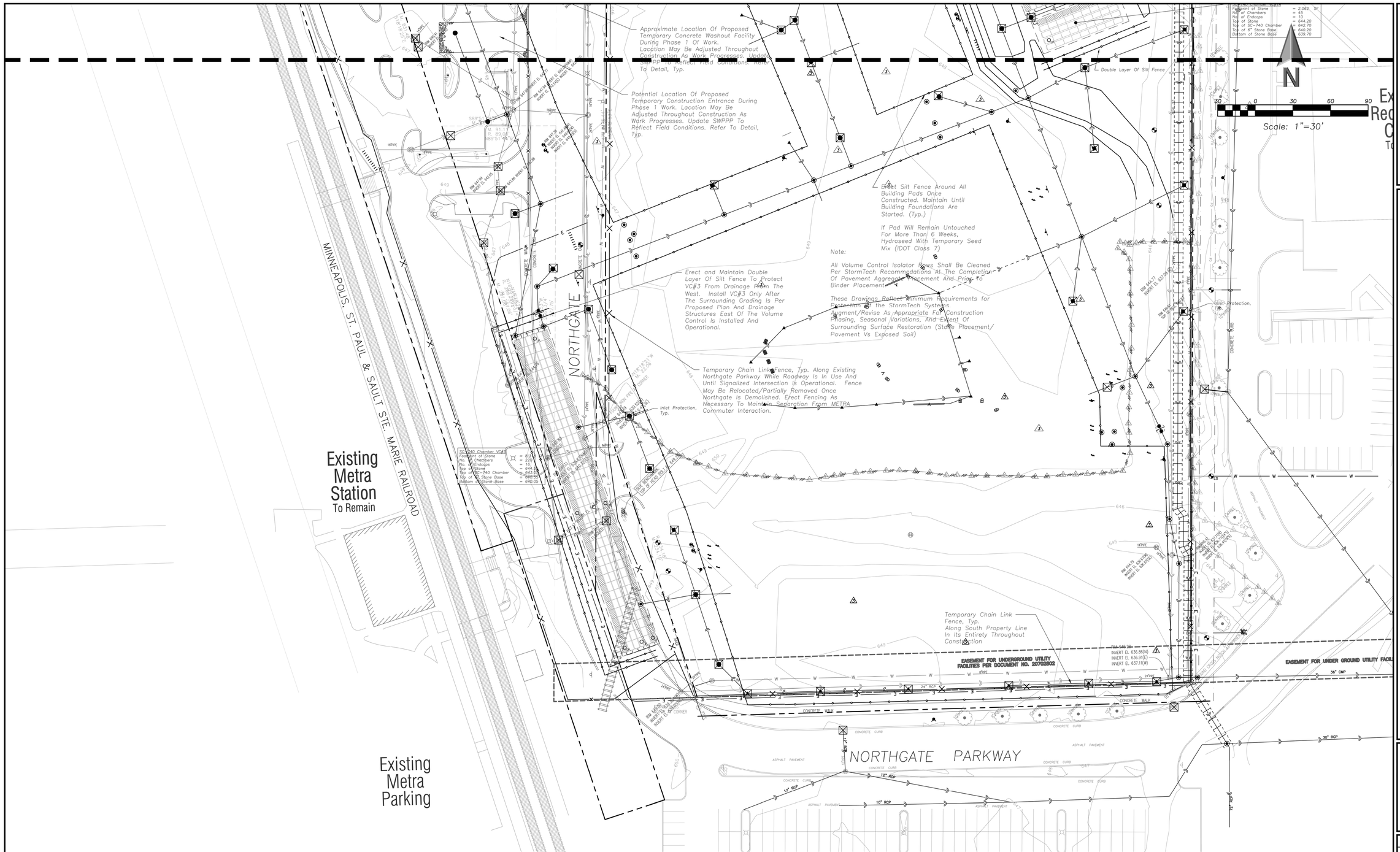
Sheet Title:

SOIL EROSION & SEDIMENT CONTROL PLAN (NORTH)

Sheet No:

C5.1

EEA – P:\George\Wheeling Town Center\Drawing\WTC-Siteplan CMX NEW.dwg
Plotted: 9/01/16 @ 12:01pm By: gareger



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SURVEY PROVIDED BY

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Benchmark Designation: 05 No 3301
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WHEELING TOWN CENTER

Dundee Road and Northgate Parkway

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Design By:	Date:
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Checked By: GD	Project No. 0000.00

Sheet Title:

SOIL EROSION & SEDIMENT CONTROL PLAN (SOUTH)

Sheet No:

C5.2

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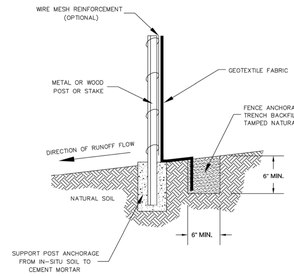


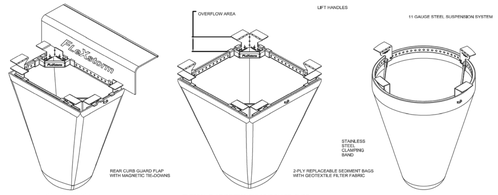
NOTE: DEPENDING UPON CONFIGURATION, ATTACH FABRIC TO WIRE MESH W/HOG RINGS, STEEL POSTS W/TIE WIRES, WOOD POSTS W/NAILS.

T:\Engineering\Standards\WHEEL.bmp

VILLAGE OF WHEELING
ENGINEERING DIVISION
2 COMMUNITY BOULEVARD
WHEELING, IL 60090
WWW.WHEELINGIL.GOV

SILT FENCE INSTALLATION STANDARD

VILLAGE OF WHEELING SPECIFICATIONS AND DETAILS	REVISIONS	
	S.W.	05-01-00 AUTOCAD FILE
FILE LOCATION	S.W.	11-07-01 AS PER COMMENTS
N:\ENGINEERING\STANDARDS\EROSION CONTROL	C.J.C.	01-29-08 AUTOCAD FILE

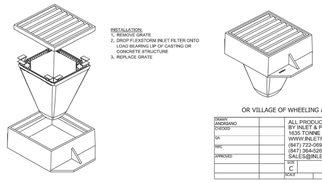


TYPICAL CURB BOX INLET FILTER

TYPICAL FLAT/RECTANGULAR/ROLLED CURB INLET FILTER

TYPICAL ROUND INLET FILTER

IPP FLexstorm Inlet Filter Specifications			
Material Property	*Test Method*	*Value (min ave)*	
> Inner Filter Bag Specs (2 X' min roll)		**Non-Woven**	**Woven Mono**
Grab Tensile	ASTM D 4632	100 lbs	200 lbs
Puncture Strength	ASTM D 4833	65 lbs	90 lbs
trapezoidal Tear	ASTM D 4533	45 lbs	75 lbs
UV Resistance	ASTM D 4355	70% at 500 hrs	90%
App Open Size (AOS)	ASTM D 4751	70 sieve (.212 mm)	40 sieve (.425 mm)
Permittivity	ASTM D 4491	2.0 /sec	2.5/sec
Water Flow Rate	ASTM D 4491	145 gpm/sq/ft	145 gpm/sq/ft
> Polyester Outer Reinforcement Bag Specifications			
Weight	ASTM D 3776	4.55 oz/yyd +/- 15%	
Thickness	ASTM D 1777	.040 +/- .005	
> Frame Construction			
A36 Structural Steel; (11 Guage; Zinc Plated)	ASTM A 576	*Tensile Strength > 58,000 psi; Yield Strength > 36,000 psi*	



OR VILLAGE OF WHEELING APPROVED EQUAL

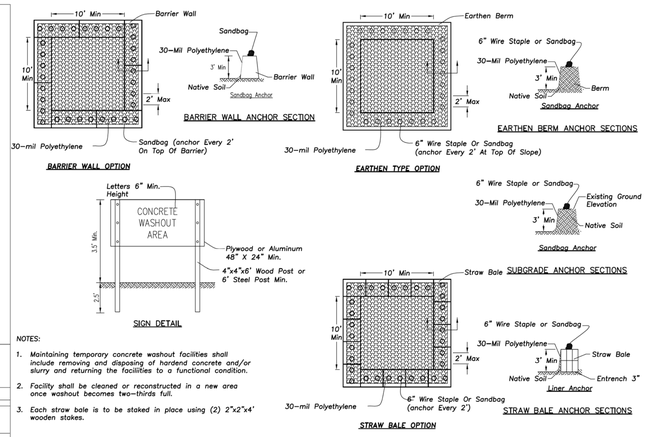
DRAWN		ALL PRODUCTS MANUFACTURED BY INLET & PIPE PROTECTOR, INC
CHECKED		1035 TONNE RD ELK GROVE, IL
DA		WWW.INLETFILTERS.COM
		(847) 722-0590 PH
MFG		(847) 364-0262 FX
APPROVED		SALES@INLETFILTERS.COM
	C	DWG NO. IPP_FLEXSTORM_SPECS
	SCALE	SHEET 1 OF 1

T:\Engineering\Standards\WHEEL.bmp

VILLAGE OF WHEELING
ENGINEERING DIVISION
2 COMMUNITY BOULEVARD
WHEELING, IL 60090
WWW.WHEELINGIL.GOV

INLET AND FILTER PROTECTION STANDARD

VILLAGE OF WHEELING SPECIFICATIONS AND DETAILS	REVISIONS	
	C.J.C.	01-29-08 NEW FILE
FILE LOCATION		
N:\ENGINEERING\STANDARDS\EROSION CONTROL		



NOTES:

1. *Maintaining temporary concrete washout facilities shall include removing and disposing of hardend concrete and/or slurry and returning the facilities to a functional condition.*
2. *Facility shall be cleaned or reconstructed in a new area once washout becomes two-thirds full.*
3. *Each straw bale is to be staked in place using (2) 2"x2"x4' wooden stakes.*

CONCRETE WASHOUT FACILITY

GENERAL NOTES

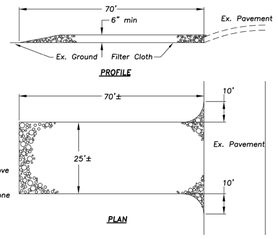
STONE SIZE – Use IDOT gradation CA-1 aggregate stone.

MAINTENANCE – The entrance shall be maintained in a condition which will prevent tracking or flowing of sediment onto public rights-of-way. This may require periodic top dressing with additional stone as conditions demand and repair and/or clean-out of any measures used to trap sediment. All sediment spilled, dropped, washed, or tracked onto public rights-of-way must be removed immediately.

FILTER CLOTH – Will be placed over the entire area prior to placing stone. Conform to Illinois Urban Manual Section 592, Type I, II, or IV.

WASHING – Wheels shall be cleaned to remove sediment prior to entrance onto public rights-of-way. When washing is required it shall be done on an area stabilized with stone and which drains into an approved sediment trapping device.

Periodic inspection and needed maintenance shall be provided after each rain.



STABILIZED CONSTRUCTION ENTRANCE

NOT TO SCALE

ERIKSSON ENGINEERING ASSOCIATES, LTD.

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PHONE (847) 223-4804
FAX (847) 223-4864
EMAIL INFO@EEA-LTD.COM

PROFESSIONAL DESIGN FIRM
LICENSE NO. 184-003220
EXPIRES: 04/30/2017

WHEELING TOWN CENTER

Dundee Road and Northgate Parkway

Wheeling, Illinois

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Design By:	Date:
GD/JC	03/08/16
Checked By:	Project No.
GD	0000.00

Sheet Title:

SITE WORK DETAILS

Sheet No:

C-6.1

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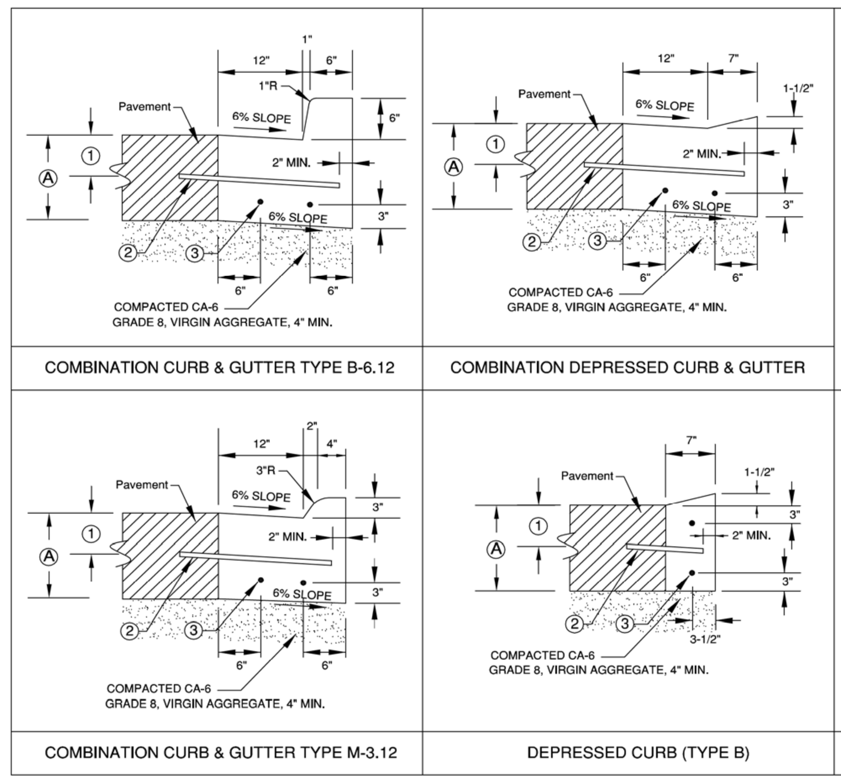
Plotted: 9/01/16 @ 12:03pm By: gpfeiger



Ⓐ PAVEMENT DEPTH OR 9" MIN.

① TO BE CENTERED OR SET AS REQUIRED IN FIELD.

② 1/2" DIA. STEEL TIE BAR AT 2'-6" CENTERED WHEN PAVEMENT IS CONCRETE. OMIT WHEN ADJACENT PAVEMENT IS FLEXIBLE.

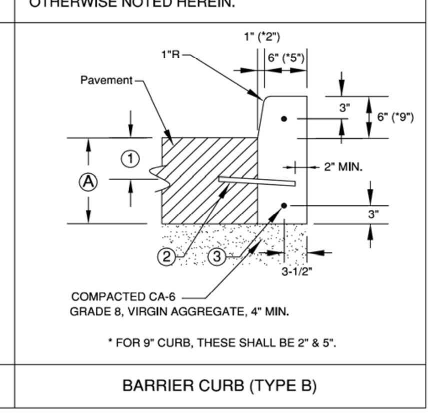
③ 5/8" DIA. STEEL REBAR CONTINUOUS (TYPICAL).

NOTES:

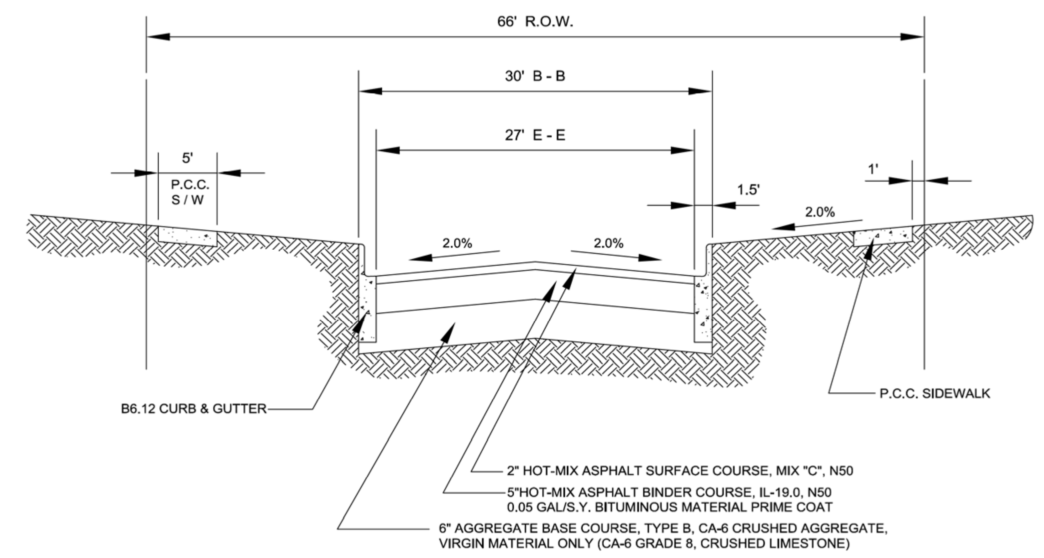
PROVIDE DEPRESSED CURBS AT DRIVEWAYS, CROSSWALKS, AND SIDEWALKS, ETC.

ALL CONCRETE SHALL HAVE 4,000 P.S.I. COMPRESSIVE STRENGTH AT 28 DAYS.

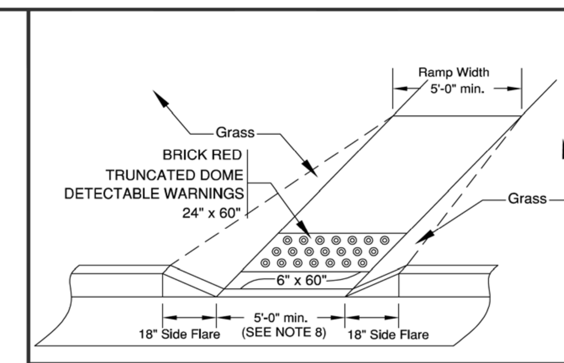
ALL MATERIALS AND CONSTRUCTION SHALL CONFORM TO I.D.O.T. STANDARD 606001-01 UNLESS OTHERWISE NOTED HEREIN.

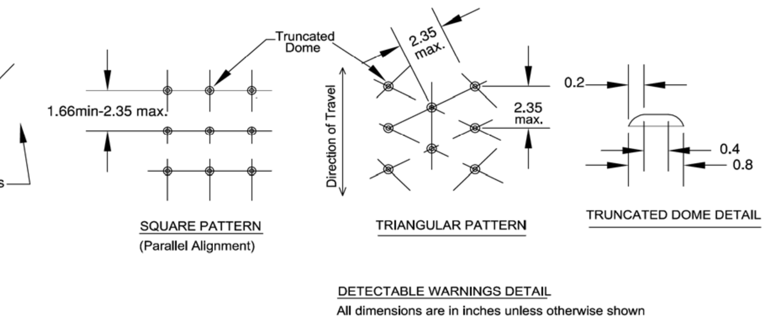


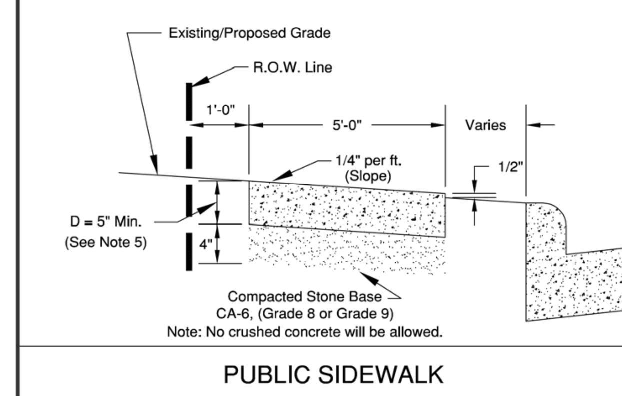
T:\Engineering\Standards\WHEEL.bmp	VILLAGE OF WHEELING ENGINEERING DIVISION 2 COMMUNITY BOULEVARD WHEELING, IL 60090 WWW.WHEELINGIL.GOV	CURB AND GUTTER STANDARD	VILLAGE OF WHEELING SPECIFICATIONS AND DETAILS / FILE LOCATION / N:\ENGINEERING\STANDARDS\ ROADWAY	REVISIONS: S.W. 06-16-00 AUTOCAD FILE; C.J.C. 11-27-07 AUTOCAD FILE	



T:\Engineering\Standards\WHEEL.bmp	VILLAGE OF WHEELING ENGINEERING DIVISION 2 COMMUNITY BOULEVARD WHEELING, IL 60090 WWW.WHEELINGIL.GOV	TYPICAL LOCAL ROAD PAVEMENT SECTION STANDARD	VILLAGE OF WHEELING SPECIFICATIONS AND DETAILS / FILE LOCATION / N:\ENGINEERING\STANDARDS\ ROADWAY	REVISIONS: S.W. 02-07-06 AUTOCAD FILE; C.J.C. 11-27-07 AUTOCAD FILE; K.R.G. 04-01-10 AUTOCAD FILE



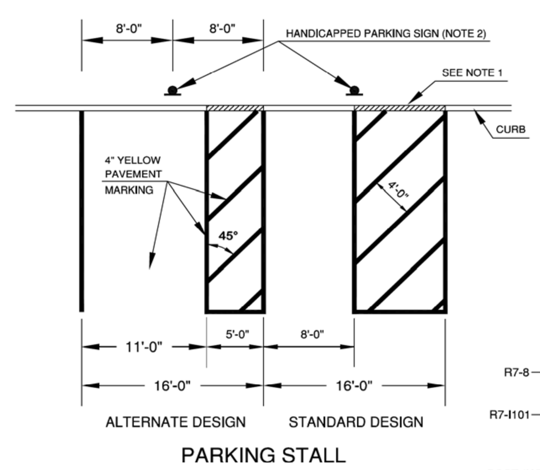


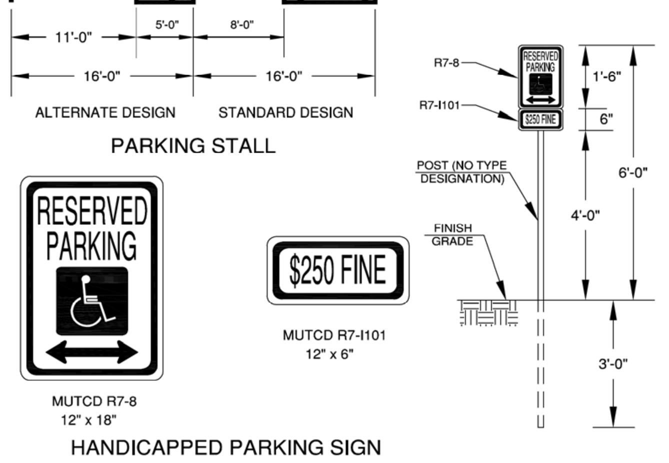


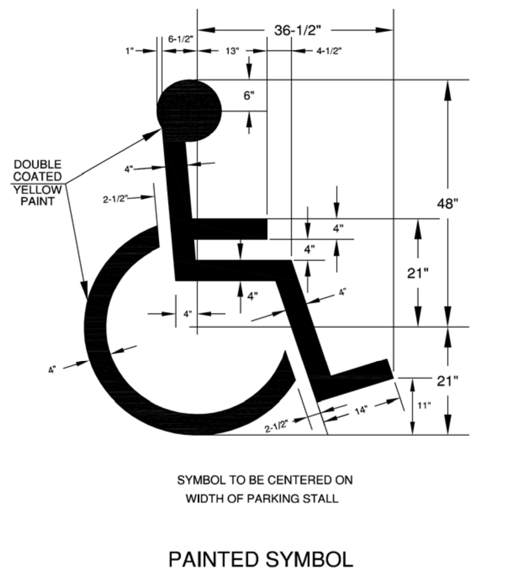
NOTE:
1. TO BE FORMED WITH 2" x 6" BOARDS OR BY 5" WIDE STEEL FORMS.
2. TOOLED JOINTS SHALL BE 1/2" AT 5' CENTERS.
3. EXPANSION JOINTS SHALL BE 3/4" THICK X 5 " WIDE BITUMINOUS IMPREGNATED FIBERBOARD AT 30' CENTERS, AT DRIVEWAYS AND OTHER CONCRETE JOINTS.
4. PROVIDE BROOM FINISH EXCEPT AT TRUNCATED DOME.
5. D = 6" AT RESIDENTIAL DRIVEWAY
   D = 8" AT COMMERCIAL/INDUSTRIAL DRIVEWAYS
6. SIDEWALK RAMPS AT DRIVEWAYS SHALL BE BUILT PER THE VILLAGE STANDARD.
7. THE CONCRETE SHALL BE A 6 BAG MIX AND SHALL NOT CONTAIN CHLORIDE OR FLY ASH. THE COMPRESSIVE STRENGTH SHALL MEET OR EXCEED I.D.O.T.'S REQUIREMENTS FOR "SI" CONCRETE (MINIMUM 3500 PSI @ 14 DAYS)
8. PROVIDE DEPRESSED CURBS AT ALL WALKS, 5' MINIMUM WIDTH ON DEPRESSION.
9. ALL SIDEWALKS, CURB/GUTTER AND PAVEMENT TO BE SAW-CUT AS REQUIRED.
10. MAXIMUM SLOPE OF RAMP NOT TO EXCEED 8%.
11. DRIVEWAY APRON REMOVAL & REPLACEMENT SHALL INCLUDE THE INSTALLATION OF A TRUNCATED DOME HANDICAPPED SIDEWALK RAMP ON BOTH SIDES OF THE APRON UNLESS OTHERWISE APPROVED BY THE VILLAGE ENGINEER.
12. TRUNCATED DOME CONSTRUCTION FOR DETECTABLE WARNINGS SHALL BE ARMOR-TILE TACTILE SYSTEMS FEDERAL #22144 OR ARMORCAST WET SET PANEL, BRICK RED AND SHALL MEET THE REQUIREMENTS OF ALL APPLICABLE I.D.O.T. STANDARDS. NO SURFACE MOUNT PANELS ALLOWED.

T:\Engineering\Standards\WHEEL.bmp	VILLAGE OF WHEELING ENGINEERING DIVISION 2 COMMUNITY BOULEVARD WHEELING, IL 60090 WWW.WHEELINGIL.GOV	PUBLIC SIDEWALK STANDARDS	VILLAGE OF WHEELING SPECIFICATIONS AND DETAILS / FILE LOCATION / N:\ENGINEERING\STANDARDS\ ROADWAY	REVISIONS: S.W. 02-09-06 AS PER R.G.; K.R.G. 9-11-06 AS PER T.W.M.; C.J.C. 11-27-07 AUTOCAD FILE; C.J.C. 08-08-08 AS PER K.R.G.

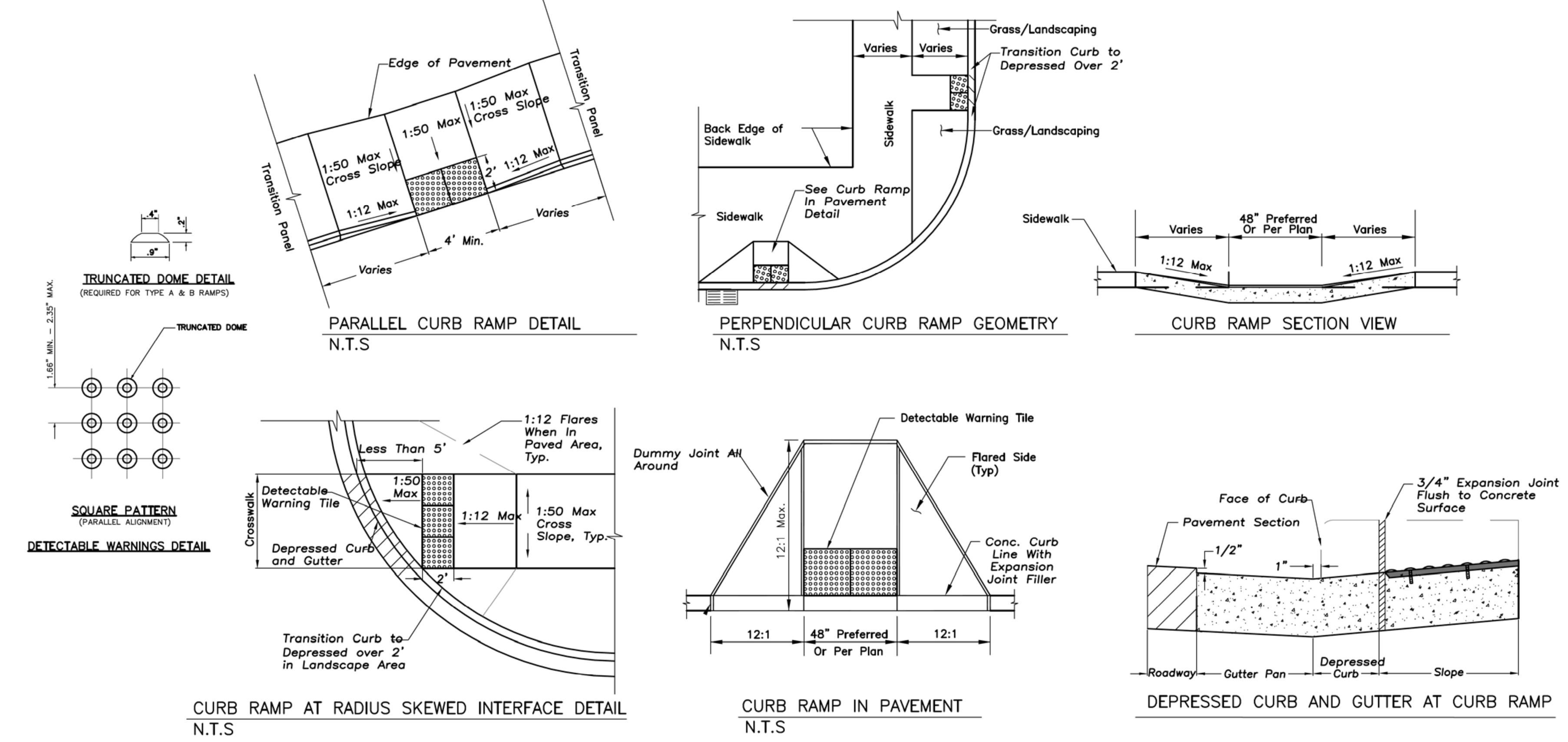
PARKING STALL NOTES
1. DEPRESSED CURB OR CURB RAMP REQUIRED WITH ACCESS TO A 5' WIDE PAVED SURFACE.
2. SIGN MOUNTED NO MORE THAN 5'-0" HORIZONTALLY FROM THE FRONT OF THE PARKING SPACE.







T:\Engineering\Standards\WHEEL.bmp	VILLAGE OF WHEELING ENGINEERING DIVISION 2 COMMUNITY BOULEVARD WHEELING, IL 60090 WWW.WHEELINGIL.GOV	HANDICAPPED PARKING STANDARD	VILLAGE OF WHEELING SPECIFICATIONS AND DETAILS / FILE LOCATION / N:\ENGINEERING\STANDARDS\ ROADWAY	REVISIONS: S.W. 3-10-00 AUTOCAD FILE; S.W. 5-23-06 AS PER COMMENTS; C.J.C. 11-27-07 AUTOCAD FILE



GENERAL NOTES

Description:
This work shall consist of constructing sidewalk curb ramps with detectable warnings in compliance with the Americans with Disabilities Act, Accessibility Guidelines (ADAAG).
The detectable warnings shall consist of an area of truncated domes that provide both visual and tactile cues to pedestrians who are about to enter into traffic.

The detectable warnings shall present a contrast in color from the adjacent sidewalk.

Construction Requirements:
1. Ramps Shall Be Located As Shown On Plans In Alignment With Normal Sidewalk And/or Crosswalk And Shall Have Sufficient Curb Length At Corner Radius To Prevent Vehicular Encroachment.

2. Curb Ramps At Marked Crossings Shall Be Wholly Contained Within The Markings Excluding Flared Sides.

3. In No Case Shall Expansion Joints That Are Constructed In Curbs And Gutters At Or Near Corner Radiuses Be Located Within The Accessible Ramp Areas.

4. Where Preformed Joint Filler (p.j.f) Is Installed Against A Curved Surface, The Contractor Shall Use A Flexible Filler In Accordance With The Illinois Department Of Transportation (IDOT) Standard Specifications.

Equipment: Equipment for the detectable warning area of the curb ramps shall meet the requirements of the Authorities haveing Jurisdiction.

DETECTABLE WARNING SURFACE TILES
Provide Surface Applied Detectable/Tactile Warning Surface Tiles which comply with the detectable warnings on walking surfaces section of the Americans with Disabilities Act (Title III Regulations, 28 CFR Part 36 ADA STANDARDS FOR ACCESSIBLE DESIGN, Appendix A, Section 4.29.2

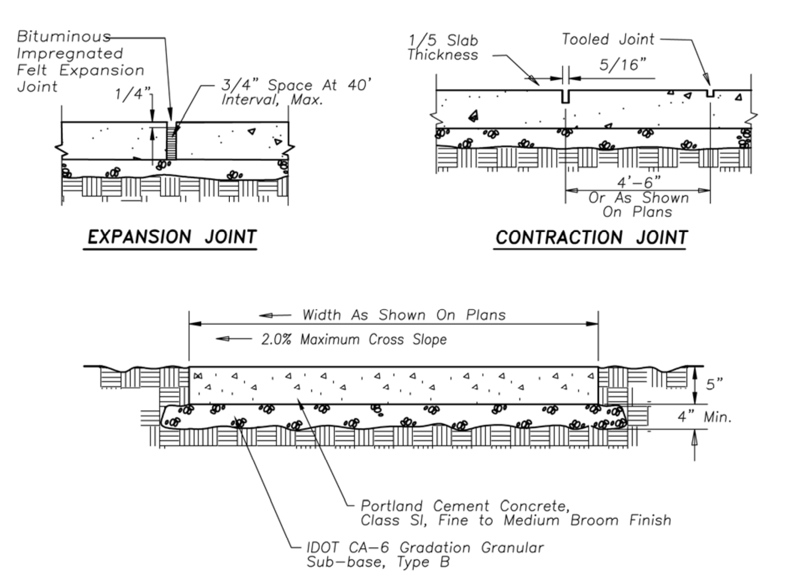
Dimensions: Cast In Place Detectable/Tactile Warning Surface Tiles shall be held within the following dimensions and tolerances:
Length and Width in One of the Following as Necessary for the Dimensions of the Surface In Which the Detectable Warning is Proposed: 12x12 24x24 24x36 24x48 24x60 36x48 36x60 nominal. No Cutting of Tiles is Allowed.

Installation of Detectable/Tactile Warning Surface Tiles Per Manufacturer's Instructions.

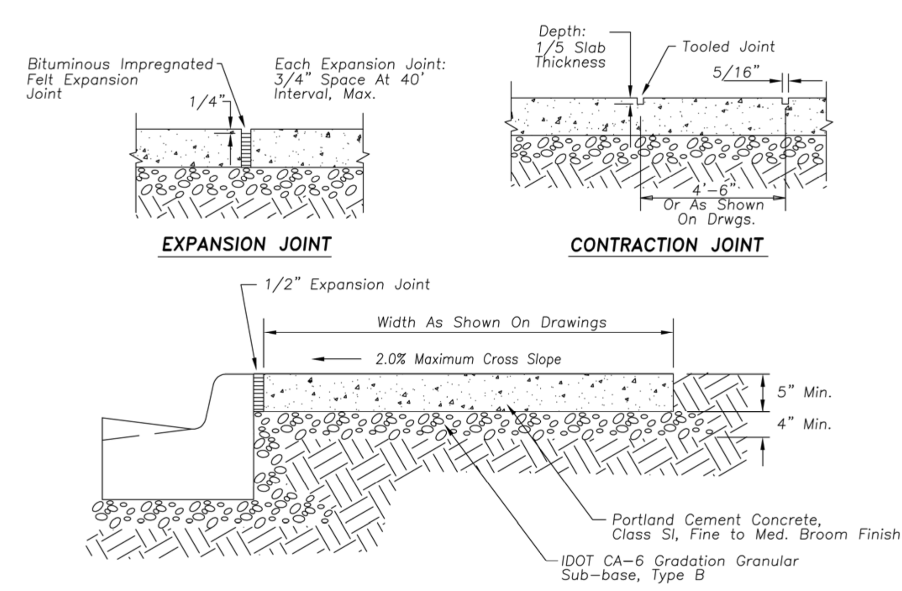
Verify With the Local Authorities Having Jurisdiction that Detectable/Tactile Warning Surface Tiles are an Acceptable Method of Providing for the Detectable Warning Surface.

Verify With the Local Authorities Having Jurisdiction that the Manufacturer's Products are Acceptable for the Detectable Warning Surface.

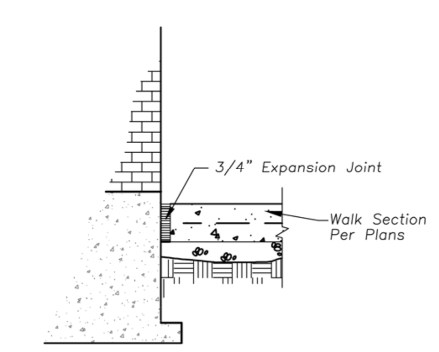
ACCESSIBLE RAMPS FOR SIDEWALKS



PORTLAND CEMENT CONC. SIDEWALK



PORTLAND CEMENT CONC. SIDEWALK



WALK ADJACENT TO BUILDING

ERIKSSON ENGINEERING ASSOCIATES, LTD.
145 COMMERCE DRIVE, SUITE A
GRAYSLAKE, ILLINOIS 60030
PHONE (847) 223-4804
FAX (847) 223-4864
EMAIL INFO@EEA-LTD.COM
PROFESSIONAL DESIGN FIRM
LICENSE NO. 184-003220
EXPIRES: 04/30/2017

WHEELING TOWN CENTER
Dundee Road and Northgate Parkway
Wheeling, Illinois

Exhibit received September 1, 2016

Reserved for Seal:

Expiration Date: ____________

No.	Date	Description
	05/20/16	Issued For Preliminary Pricing
1	07/05/16	Revised Per MWRD
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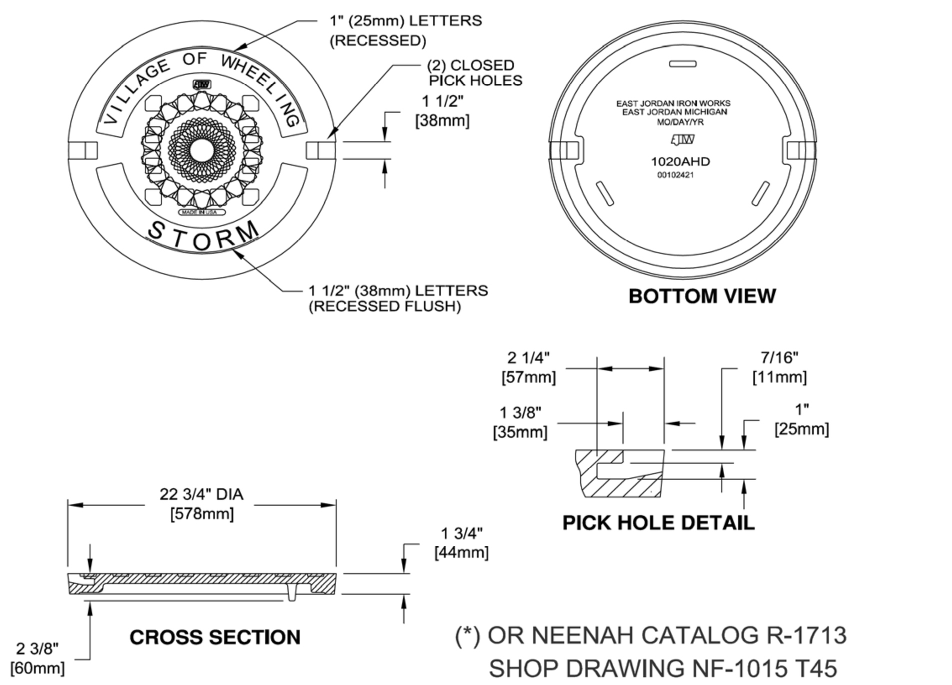
Design By: GD/JC	Date: 03/08/16
Checked By: GD	Project No. 0000.00

Sheet Title: SITE WORK DETAILS

Sheet No: C-6.2

EEA – P:\George\Wheeling Town Center\Drawing\WTC-Siteplan CMX NEW.dwg
Plotted: 9/01/16 @ 12:04pm By: gdreger

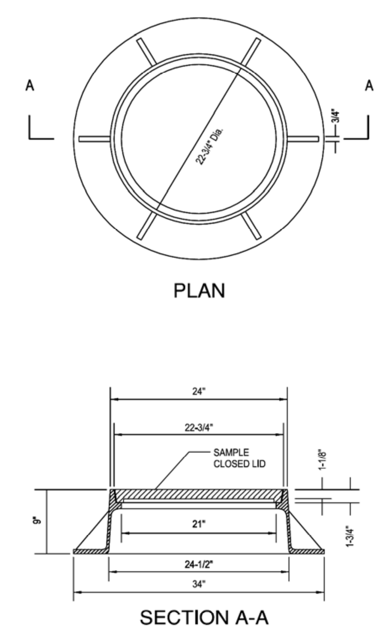


(*) OR NEENAH CATALOG R-1713
SHOP DRAWING NF-1015 T45

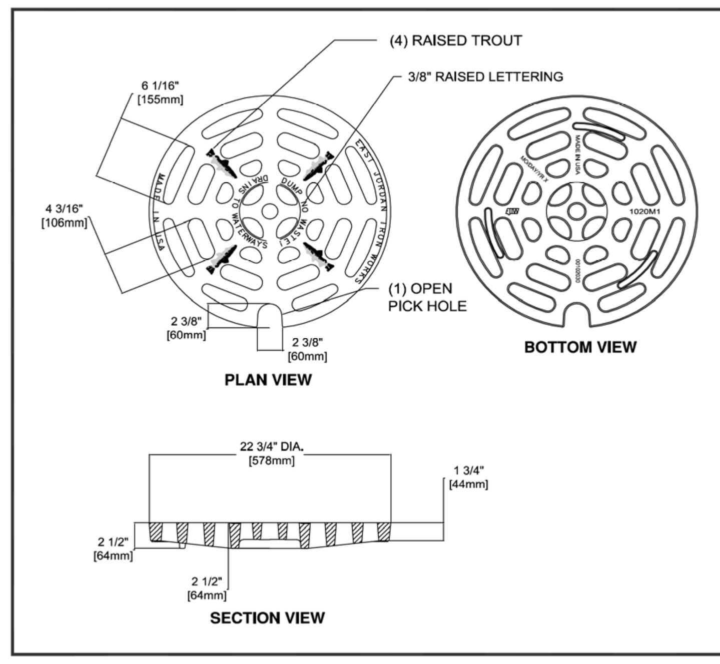
√ MACHINED SURFACE

(*) EAST JORDAN IRON WORKS, INC. P.O. BOX 439 EAST JORDAN, MI. 49727 1-800-874-4100 FAX 231-536-4458	
DRAWN SMH	DATE 11/11/02
APPROVED	DATE
SPECIAL LETTERED COVER	
(*) PRODUCT NO. 00102421	
(*) CATALOG NO. 1020A	
REF. PRODUCT DRAWING 102067	
EST. WT. COVER WT: 115 LBS. (52 kg)	
OPEN AREA N/A	
MAT'L SPEC. COVER - GRAY IRON ASTM A48 CL 35	
LOAD RATING HEAVY DUTY	

T:\Engineering\Standards\WHEEL.bmp	VILLAGE OF WHEELING ENGINEERING DIVISION 2 COMMUNITY BOULEVARD WHEELING, IL 60090 WWW.WHEELINGIL.GOV	FRAME AND CLOSE LID STORM MANHOLE STANDARD	VILLAGE OF WHEELING SPECIFICATIONS AND DETAILS / FILE LOCATION N:\ENGINEERING\STANDARDS\ STORM	REVISIONS: S.W. 2-24-00 AUTOCAD FILE; S.W. 9-19-01 PER COMMENTS; S.W. 11-12-02 NPDES PHASE II; S.W. 02-07-03 ADDING NEENAH; C.J.C. 01-29-08 AUTOCAD FILE



FURNISH HEAVY DUTY CASTING
AS REQUIRED BY THE VILLAGE ENGINEER



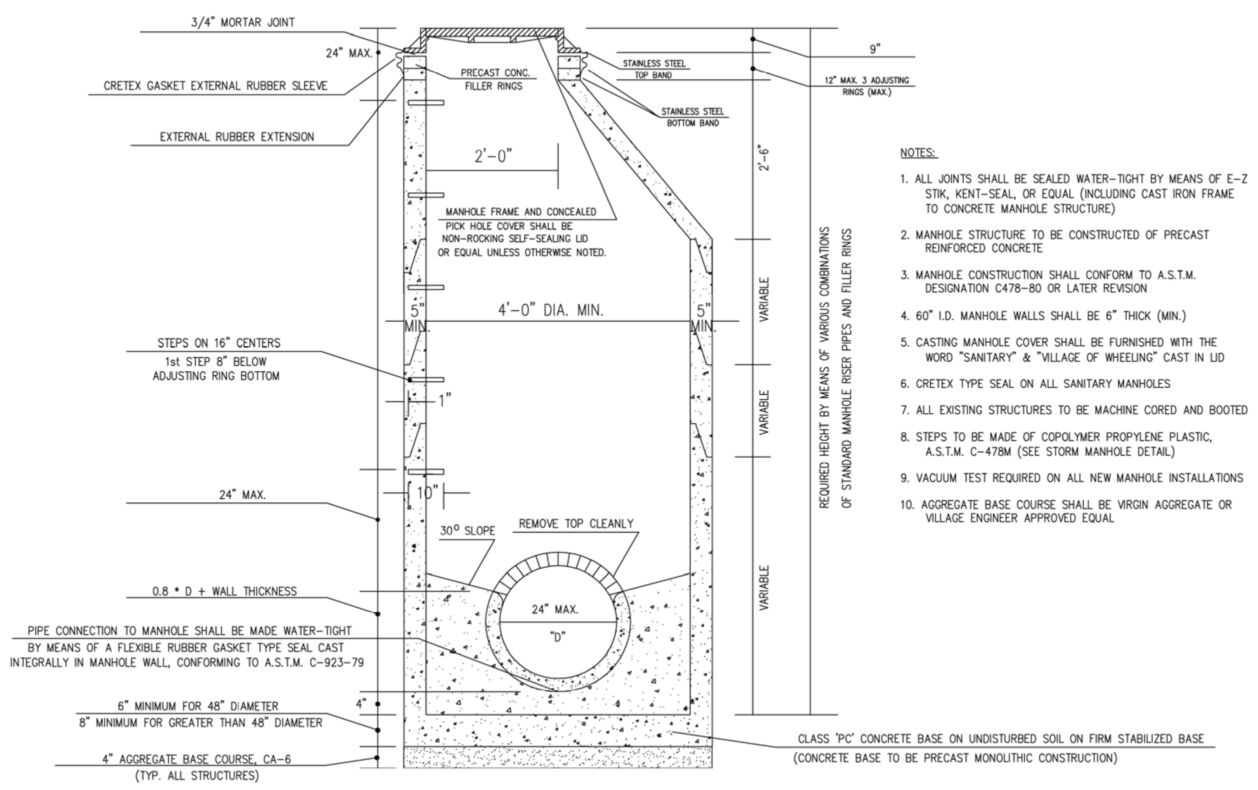
(*) EAST JORDAN IRON WORKS, INC. P.O. BOX 439 EAST JORDAN, MI. 49727 1-800-874-4100 FAX 231-536-4458	
DRAWN TCL	DATE 09/26/02
APPROVED	DATE
CATCH BASIN GRATE	
PRODUCT NO. (*) 00102030 DIPPED	
(*) CATALOG NO. 1020M1	
REF. PRODUCT DRAWING 102031	
EST. WT. GRATE: 124 LBS (56 kg)	
OPEN AREA 120 SQ. INCHES (774 SQ. cm)	
MAT'L SPEC. GRATE - GRAY IRON ASTM A45 CL 35B	
LOAD RATING EXTRA HEAVY DUTY	

(*) or NEENAH CATALOG R-2015 SHOP DRAWING NF-2015 T17

OPEN LID

T:\Engineering\Standards\WHEEL.bmp	VILLAGE OF WHEELING ENGINEERING DIVISION 2 COMMUNITY BOULEVARD WHEELING, IL 60090 WWW.WHEELINGIL.GOV	FRAME AND OPEN LID STORM MANHOLE STANDARD	VILLAGE OF WHEELING SPECIFICATIONS AND DETAILS / FILE LOCATION N:\ENGINEERING\STANDARDS\ STORM	REVISIONS: S.W. 2-24-00 AUTOCAD FILE; S.W. 9-19-01 PER COMMENTS; S.W. 11-12-02 NPDES PHASE II; S.W. 02-07-03 ADDING NEENAH; K.R.G. 9-11-06 AUTOCAD FILE

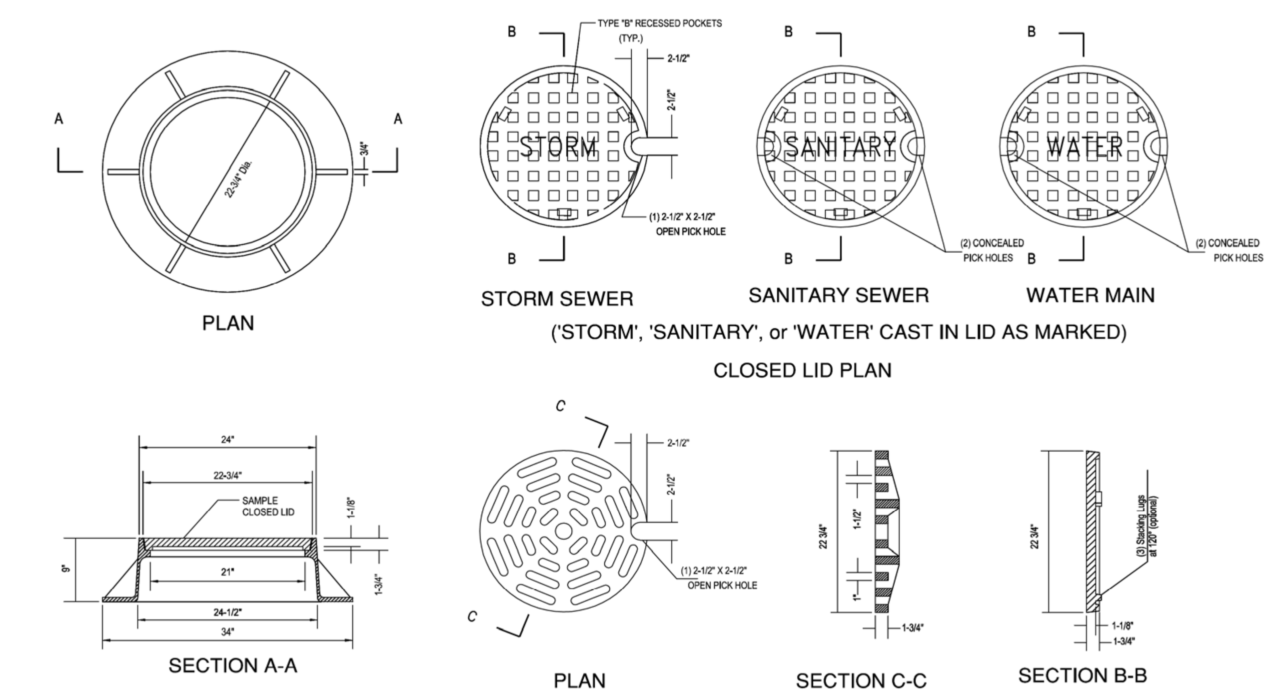
STORM MANHOLE IN PUBLIC RIGHT OF WAY



NOTES:

1. ALL JOINTS SHALL BE SEALED WATER-TIGHT BY MEANS OF E-Z STIK, KENT-SEAL, OR EQUAL (INCLUDING CAST IRON FRAME TO CONCRETE MANHOLE STRUCTURE)
2. MANHOLE STRUCTURE TO BE CONSTRUCTED OF PRECAST REINFORCED CONCRETE
3. MANHOLE CONSTRUCTION SHALL CONFORM TO A.S.T.M. DESIGNATION C478-80 OR LATER REVISION
4. 60" I.D. MANHOLE WALLS SHALL BE 6" THICK (MIN.)
5. CASTING MANHOLE COVER SHALL BE FURNISHED WITH THE WORD "SANITARY" & "VILLAGE OF WHEELING" CAST IN LID
6. CRETEX TYPE SEAL ON ALL SANITARY MANHOLES
7. ALL EXISTING STRUCTURES TO BE MACHINE CORED AND BOOTED
8. STEPS TO BE MADE OF COPOLYMER PROPYLENE PLASTIC, A.S.T.M. C-478M (SEE STORM MANHOLE DETAIL)
9. VACUUM TEST REQUIRED ON ALL NEW MANHOLE INSTALLATIONS
10. AGGREGATE BASE COURSE SHALL BE VIRGIN AGGREGATE OR VILLAGE ENGINEER APPROVED EQUAL

T:\Engineering\Standards\WHEEL.bmp	VILLAGE OF WHEELING ENGINEERING DIVISION 2 COMMUNITY BOULEVARD WHEELING, IL 60090 WWW.WHEELINGIL.GOV	SANITARY MANHOLE STANDARD	VILLAGE OF WHEELING SPECIFICATIONS AND DETAILS / FILE LOCATION N:\ENGINEERING\STANDARDS\ SANITARY	REVISIONS: S.W. 03-03-00 AUTOCAD FILE; S.W. 02-27-03 AS PER COMMENTS; P.F. 06-16-06 AS PER COMMENTS; C.J.C. 11-27-07 AUTOCAD FILE

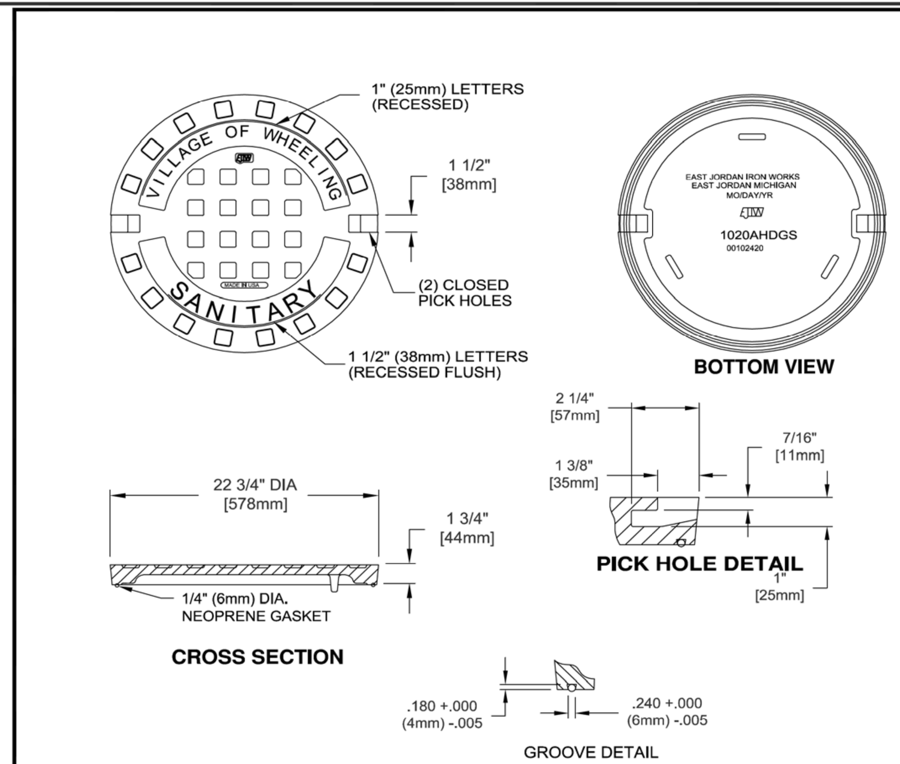


FURNISH HEAVY DUTY CASTING
AS REQUIRED BY THE VILLAGE ENGINEER

OPEN LID

CLOSED LID

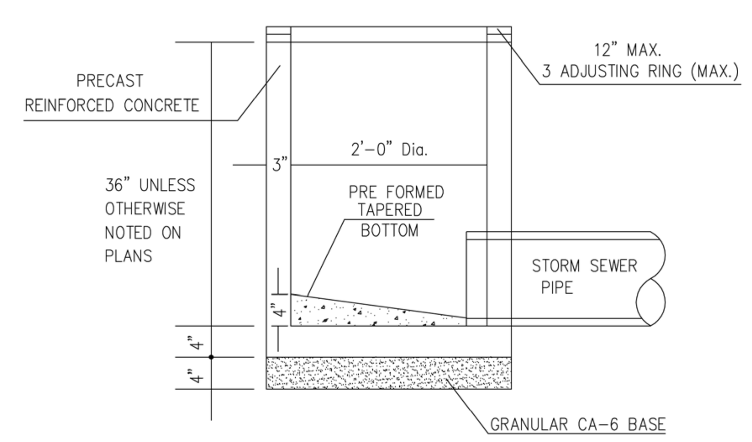
T:\Engineering\Standards\WHEEL.bmp	VILLAGE OF WHEELING ENGINEERING DIVISION 2 COMMUNITY BOULEVARD WHEELING, IL 60090 WWW.WHEELINGIL.GOV	FRAME AND LID STANDARD	VILLAGE OF WHEELING SPECIFICATIONS AND DETAILS / FILE LOCATION N:\ENGINEERING\STANDARDS\ GENERAL	REVISIONS: S.W. 2-24-00 AUTOCAD FILE; S.W. 9-19-01 PER COMMENTS; K.R.G. 9-11-06 AUTOCAD FILE



(*) OR NEENAH CATALOG R-1713 SHOP DRAWING NF-1015 T47

(*) EAST JORDAN IRON WORKS, INC. P.O. BOX 439 EAST JORDAN, MI. 49727 1-800-874-4100 FAX 231-536-4458	
DRAWN SMH	DATE 11/11/02
APPROVED	DATE
SPECIAL LETTERED COVER	
(*) PRODUCT NO. 00102420	
CATALOG NO. (*) 1020AGS	
REF. PRODUCT DRAWING 00102108	
EST. WT. COVER WT: 115 LBS. (52 kg)	
OPEN AREA N/A	
MAT'L SPEC. COVER - GRAY IRON ASTM A48 CL 35	
LOAD RATING HEAVY DUTY	

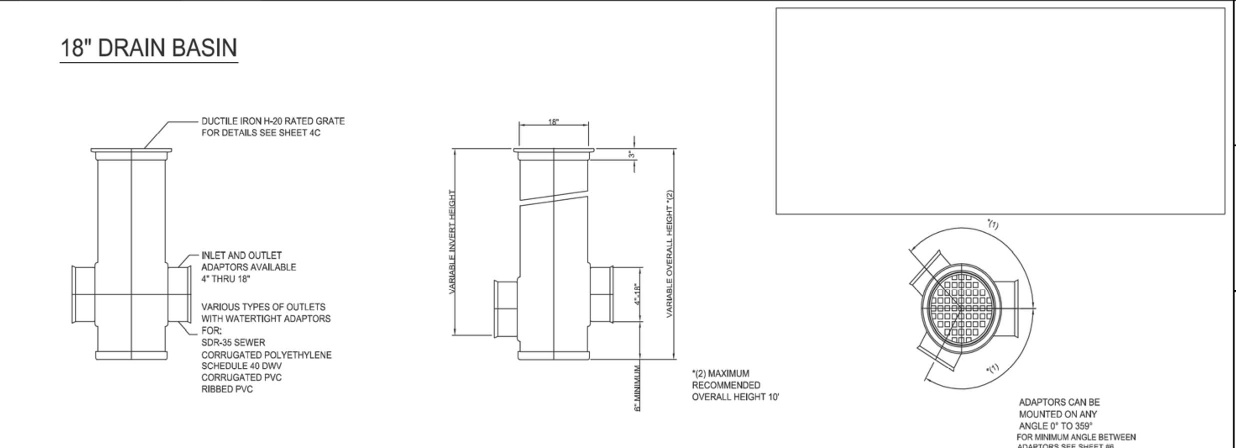
T:\Engineering\Standards\WHEEL.bmp	VILLAGE OF WHEELING ENGINEERING DIVISION 2 COMMUNITY BOULEVARD WHEELING, IL 60090 WWW.WHEELINGIL.GOV	FRAME AND CLOSED LID SANITARY STANDARD	VILLAGE OF WHEELING SPECIFICATIONS AND DETAILS / FILE LOCATION N:\ENGINEERING\STANDARDS\ SANITARY	REVISIONS: S.W. 2-24-00 AUTOCAD FILE; S.W. 11-12-02 NPDES PHASE II; S.W. 02-07-03 ADDING NEENAH; C.J.C. 11-27-07 AUTOCAD FILE



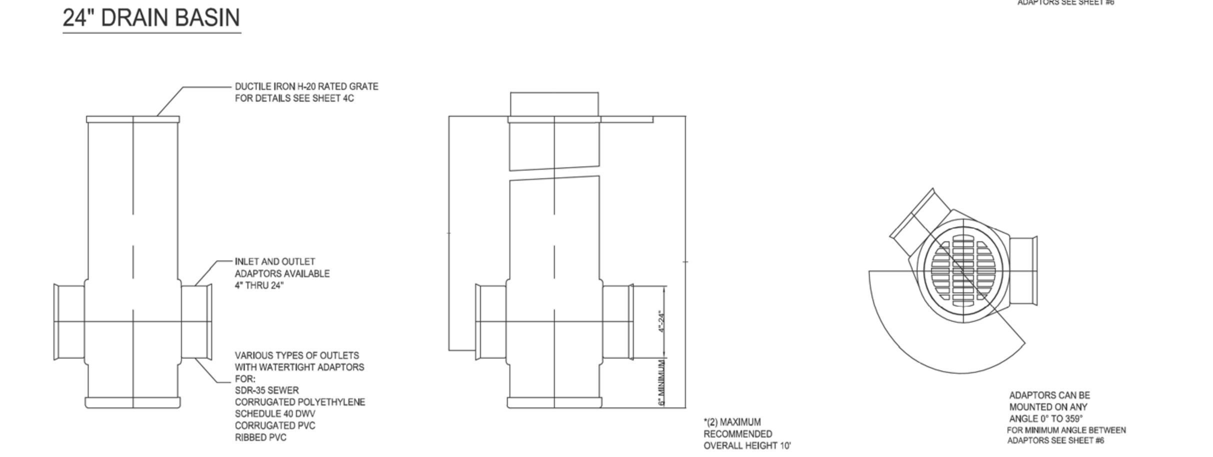
INLET (TYPE A)

T:\Engineering\Standards\WHEEL.bmp	VILLAGE OF WHEELING ENGINEERING DIVISION 2 COMMUNITY BOULEVARD WHEELING, IL 60090 WWW.WHEELINGIL.GOV	INLET STANDARD	VILLAGE OF WHEELING SPECIFICATIONS AND DETAILS / FILE LOCATION N:\ENGINEERING\STANDARDS\ STORM	REVISIONS: S.W. 5-17-00 AUTOCAD FILE; S.W. 9-21-01 PER COMMENTS; C.J.C. 01-29-08 AUTOCAD FILE

18" DRAIN BASIN



24" DRAIN BASIN



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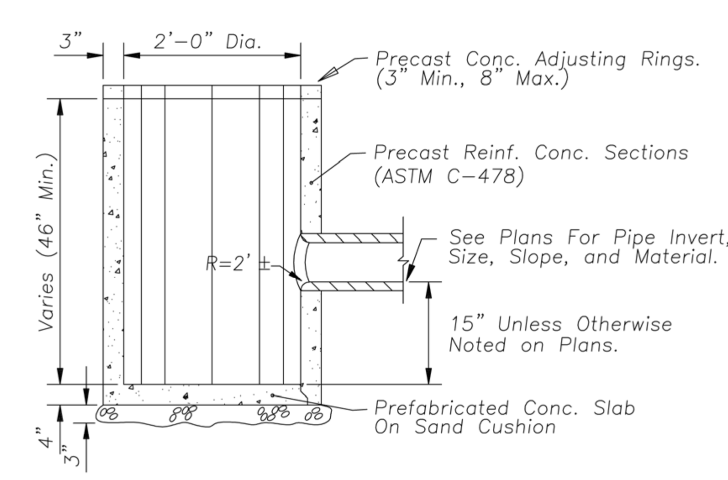
SCALE: 1/4" = 1'-0"
PRODUCT INFORMATION DRAIN BASINS 18" AND 24"
nyloplast america
SHEET: 3B



CATCH BASIN – 2' DIA.

ERIKSSON ENGINEERING ASSOCIATES, LTD.
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GRAYSLAKE, ILLINOIS 60030
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FAX (847) 223-4864
EMAIL INFO@EEA-LTD.COM
PROFESSIONAL DESIGN FIRM
LICENSE NO. 184-003220
EXPIRES: 04/30/2017

WHEELING TOWN CENTER
Dundee Road and Northgate Parkway
Wheeling, Illinois

Exhibit received September 1, 2016

Reserved for Seal:

Expiration Date: ________

No.	Date	Description
	05/20/16	Issued For Preliminary Pricing
1	07/05/16	Revised Per MWRD
2	07/15/16	Issued For Permit/Bid
3	08/10/16	Water and Sewer Reroute
	09/01/16	Final PUD Submittal

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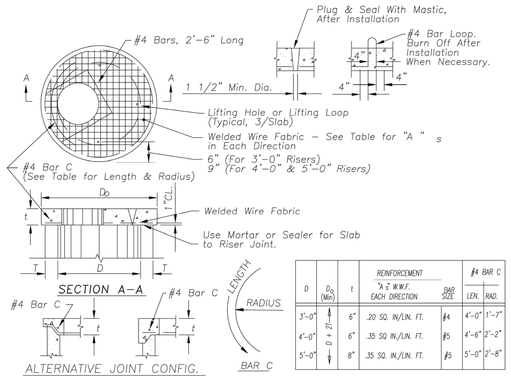
Design By: GD/JC	Date: 03/08/16
Checked By: GD	Project No. 0000.00

Sheet Title: SITE WORK DETAILS

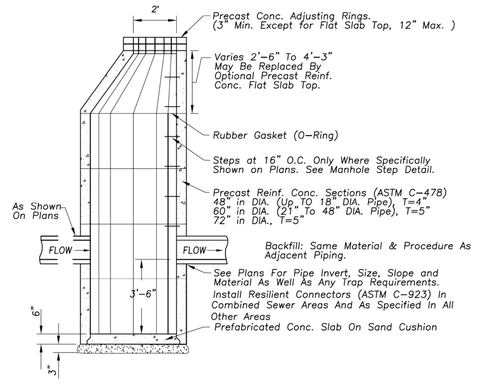
Sheet No: C-6.3

EEA – P:\George\Wheeling Town Center\Drawing\WTC-Siteplan CMX NEW.dwg
Plotted: 9/01/16 @ 12:04pm By: gdreger

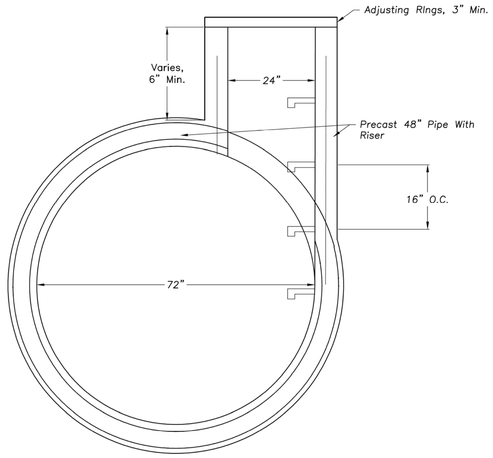


D	D_o (Min)	t	REINFORCEMENT "A" ≥ W.W.F. EACH DIRECTION	#4 BAR C BAR SIZE	#4 BAR C LEN.	#4 BAR C RAD.
3'-0"	1'-6"	6"	.20 SQ. IN/LIN. FT.	#4	4'-0"	1'-7"
4'-0"		6"	.35 SQ IN./LIN. FT.	#5	4'-6"	2'-2"
5'-0"		8"	.35 SQ. IN./LIN. FT.	#5	5'-0"	2'-8"

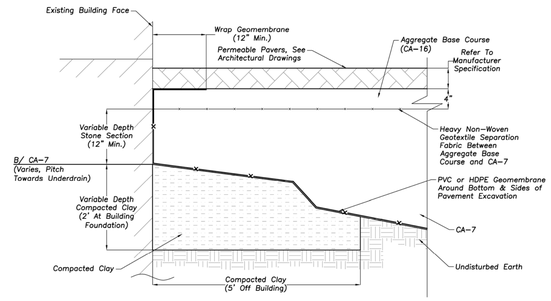
PRECAST REINF. CONC. FLAT SLAB TOP



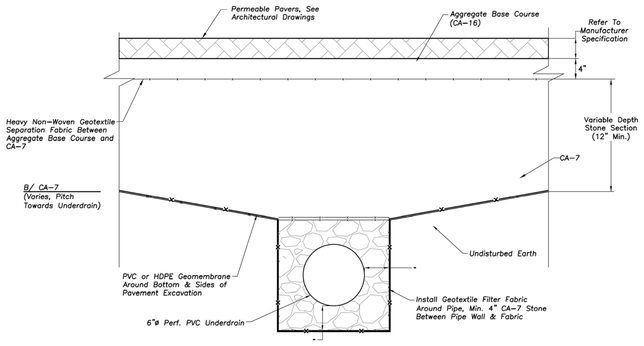
CATCH BASIN



MANHOLE TEE



PERMEABLE PAVEMENT AT BUILDING FOUNDATIONS
N.T.S.



PERMEABLE PAVEMENT AND UNDERDRAIN
N.T.S.

ERIKSSON ENGINEERING ASSOCIATES, LTD.
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Design By: GD/JC	Date: 03/08/16
Checked By: GD	Project No. 0000.00

Sheet Title:

SITE WORK DETAILS

Sheet No:

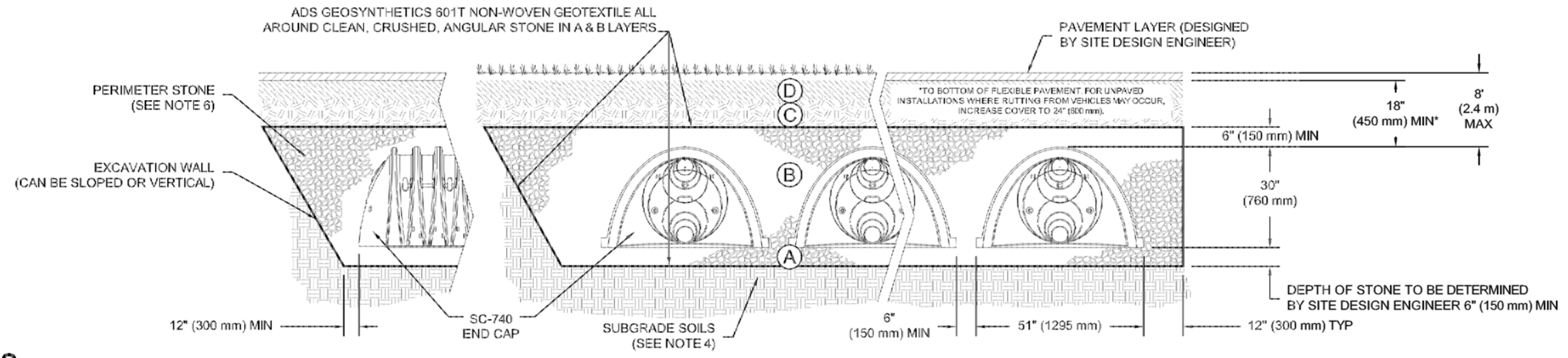
C-6.4

EEA - P:\George\Wheeling Town Center\Drawing\WTC-Siteplan CMX NEW.dwg
Plotted: 9/01/16 @ 12:07pm By: gpfeiger

ACCEPTABLE FILL MATERIALS: STORMTECH SC-740 CHAMBER SYSTEMS

	MATERIAL LOCATION	DESCRIPTION	AASHTO MATERIAL CLASSIFICATIONS	COMPACTION / DENSITY REQUIREMENT
D	**FINAL FILL:** FILL MATERIAL FOR LAYER 'D' STARTS FROM THE TOP OF THE 'C' LAYER TO THE BOTTOM OF FLEXIBLE PAVEMENT OR UNPAVED FINISHED GRADE ABOVE. NOTE THAT PAVEMENT SUBBASE MAY BE PART OF THE 'D' LAYER	ANY SOIL/ROCK MATERIALS, NATIVE SOILS, OR PER ENGINEER'S PLANS. CHECK PLANS FOR PAVEMENT SUBGRADE REQUIREMENTS.	N/A	PREPARE PER SITE DESIGN ENGINEER'S PLANS. PAVED INSTALLATIONS MAY HAVE STRINGENT MATERIAL AND PREPARATION REQUIREMENTS.
C	**INITIAL FILL:** FILL MATERIAL FOR LAYER 'C' STARTS FROM THE TOP OF THE EMBEDMENT STONE ('B' LAYER) TO 18" (450 mm) ABOVE THE TOP OF THE CHAMBER. NOTE THAT PAVEMENT SUBBASE MAY BE A PART OF THE 'C' LAYER.	GRANULAR WELL-GRADED SOIL/AGGREGATE MIXTURES, <35% FINES OR PROCESSED AGGREGATE. MOST PAVEMENT SUBBASE MATERIALS CAN BE USED IN LIEU OF THIS LAYER.	AASHTO M145[1] A-1, A-2-4, A-3 OR AASHTO M43[1] 3, 357, 4, 467, 5, 56, 57, 6, 67, 68, 7, 78, 8, 89, 9, 10	BEGIN COMPACTIONS AFTER 12" (300 mm) OF MATERIAL OVER THE CHAMBERS IS REACHED. COMPACT ADDITIONAL LAYERS IN 6" (150 mm) MAX LIFTS TO A MIN. 95% PROCTOR DENSITY FOR WELL GRADED MATERIAL AND 95% RELATIVE DENSITY FOR PROCESSED AGGREGATE MATERIALS. ROLLER GROSS VEHICLE WEIGHT NOT TO EXCEED 12,000 lbs (53 kN). DYNAMIC FORCE NOT TO EXCEED 20,000 lbs (89 kN).
B	**EMBEDMENT STONE:** FILL SURROUNDING THE CHAMBERS FROM THE FOUNDATION STONE ('A' LAYER) TO THE 'C' LAYER ABOVE.	CLEAN, CRUSHED, ANGULAR STONE	AASHTO M43[1] 3, 357, 4, 467, 5, 56, 57	NO COMPACTION REQUIRED.
A	**FOUNDATION STONE:** FILL BELOW CHAMBERS FROM THE SUBGRADE UP TO THE FOOT (BOTTOM) OF THE CHAMBER.	CLEAN, CRUSHED, ANGULAR STONE	AASHTO M43[1] 3, 357, 4, 467, 5, 56, 57	PLATE COMPACT OR ROLL TO ACHIEVE A FLAT SURFACE. [2,3]

PLEASE NOTE:
1. THE LISTED AASHTO DESIGNATIONS ARE FOR GRADATIONS ONLY. THE STONE MUST ALSO BE CLEAN, CRUSHED, ANGULAR. FOR EXAMPLE, A SPECIFICATION FOR #4 STONE WOULD STATE: "CLEAN, CRUSHED, ANGULAR NO. 4 (AASHTO M43) STONE".
2. STORMTECH COMPACTION REQUIREMENTS ARE MET FOR 'A' LOCATION MATERIALS WHEN PLACED AND COMPACTED IN 6" (150 mm) (MAX) LIFTS USING TWO FULL COVERAGES WITH A VIBRATORY COMPACTOR.
3. WHERE INFILTRATION SURFACES MAY BE COMPROMISED BY COMPACTION, FOR STANDARD DESIGN LOAD CONDITIONS, A FLAT SURFACE MAY BE ACHIEVED BY RAKING OR DRAGGING WITHOUT COMPACTION EQUIPMENT. FOR SPECIAL LOAD DESIGNS, CONTACT STORMTECH FOR COMPACTION REQUIREMENTS.



NOTES:

1. SC-740 CHAMBERS SHALL CONFORM TO THE REQUIREMENTS OF ASTM F2418 "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS", OR ASTM F2922 "STANDARD SPECIFICATION FOR POLYETHYLENE (PE) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
2. SC-740 CHAMBERS SHALL BE DESIGNED IN ACCORDANCE WITH ASTM F2787 "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
3. "ACCEPTABLE FILL MATERIALS" TABLE ABOVE PROVIDES MATERIAL LOCATIONS, DESCRIPTIONS, GRADATIONS, AND COMPACTION REQUIREMENTS FOR FOUNDATION, EMBEDMENT, AND FILL MATERIALS.
4. THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR ASSESSING THE BEARING RESISTANCE (ALLOWABLE BEARING CAPACITY) OF THE SUBGRADE SOILS AND THE DEPTH OF FOUNDATION STONE WITH CONSIDERATION FOR THE RANGE OF EXPECTED SOIL MOISTURE CONDITIONS.
5. PERIMETER STONE MUST BE EXTENDED HORIZONTALLY TO THE EXCAVATION WALL FOR BOTH VERTICAL AND SLOPED EXCAVATION WALLS.
6. ONCE LAYER 'C' IS PLACED, ANY SOIL/MATERIAL CAN BE PLACED IN LAYER 'D' UP TO THE FINISHED GRADE. MOST PAVEMENT SUBBASE SOILS CAN BE USED TO REPLACE THE MATERIAL REQUIREMENTS OF LAYER 'C' OR 'D' AT THE SITE DESIGN ENGINEER'S DISCRETION.

SC-740 STANDARD CROSS SECTION

DATE: 11/18/14 | DRAWN: JLM | PROJECT #: | CHECKED: JLM

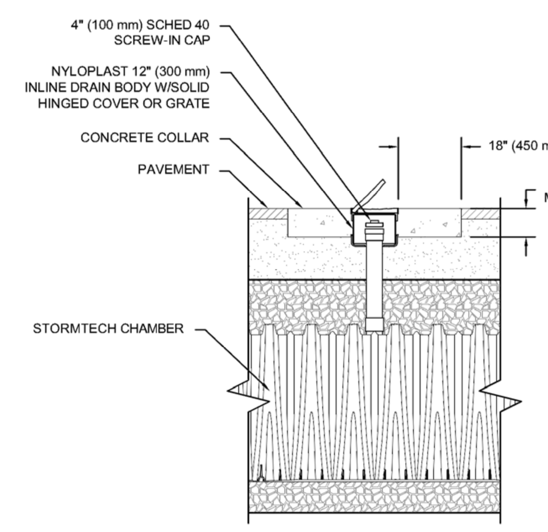
REV	DRW	CHK	DESCRIPTION
01/19/16	JLM	JLM	UPDATE

StormTech® Detention · Retention · Water Quality
70 INWOOD ROAD, SUITE 3 | ROCKY HILL | CT | 06067
860-529-8188 | 888-892-2694 | WWW.STORMTECH.COM

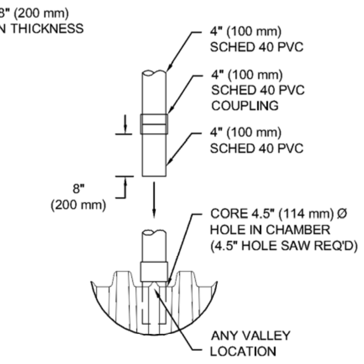
ADS ADVANCED DRAINAGE SYSTEMS, INC.
4640 TRUEMAN BLVD
HILLIARD, OH 43026
1-800-733-7473

THIS DRAWING HAS BEEN PREPARED BASED ON INFORMATION PROVIDED TO ADS UNDER THE DIRECTION OF THE SITE DESIGN ENGINEER OR OTHER PROJECT REPRESENTATIVE. THE SITE DESIGN ENGINEER SHALL REVIEW THIS DRAWING PRIOR TO CONSTRUCTION. IT IS THE ULTIMATE RESPONSIBILITY OF THE SITE DESIGN ENGINEER TO ENSURE THAT THE PRODUCT(S) DEPICTED AND ALL ASSOCIATED DETAILS MEET ALL APPLICABLE LAWS, REGULATIONS, AND PROJECT REQUIREMENTS.

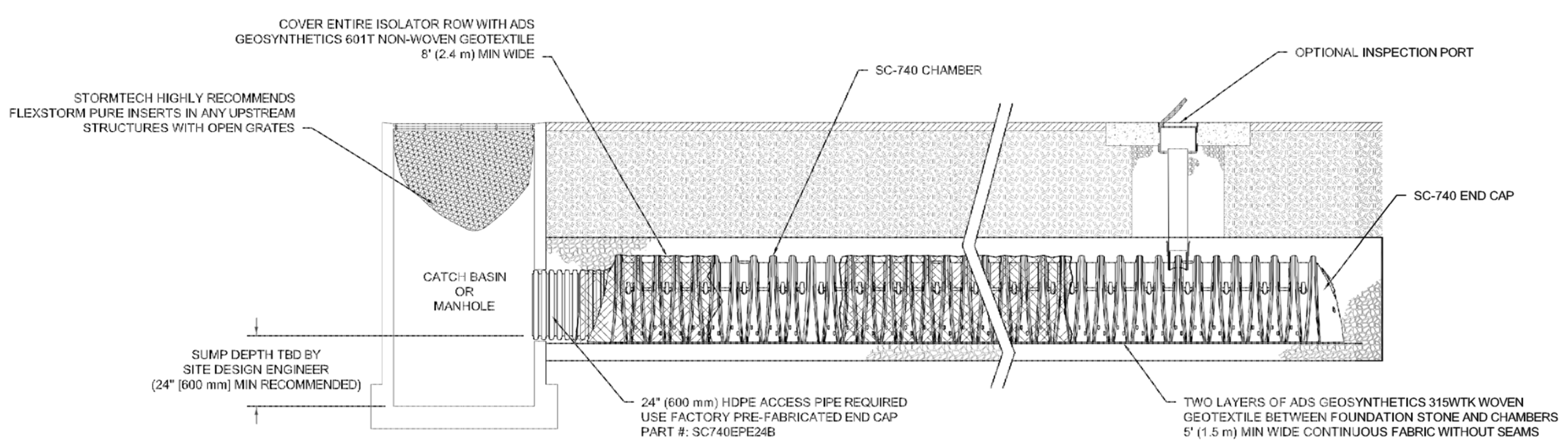
SHEET 1 OF 1



NOTES:
1. INSPECTION PORTS MAY BE CONNECTED THROUGH ANY CHAMBER CORRUGATION VALLEY
2. ALL SCHEDULE 40 FITTINGS TO BE SOLVENT CEMENTED.



CONNECTION DETAIL
NTS



SC-740 ISOLATOR ROW DETAIL
NTS

INSPECTION & MAINTENANCE

STEP 1) INSPECT ISOLATOR ROW FOR SEDIMENT
- A. INSPECTION PORTS (IF PRESENT)
  - A.1. REMOVE/OPEN LID ON NYLOPLAST INLINE DRAIN
  - A.2. REMOVE AND CLEAN FLEXSTORM FILTER IF INSTALLED
  - A.3. USING A FLASHLIGHT AND STADIA ROD, MEASURE DEPTH OF SEDIMENT AND RECORD ON MAINTENANCE LOG
  - A.4. LOWER A CAMERA INTO ISOLATOR ROW FOR VISUAL INSPECTION OF SEDIMENT LEVELS (OPTIONAL)
  - A.5. IF SEDIMENT IS AT, OR ABOVE, 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.
- B. ALL ISOLATOR ROWS
  - B.1. REMOVE COVER FROM STRUCTURE AT UPSTREAM END OF ISOLATOR ROW
  - B.2. USING A FLASHLIGHT, INSPECT DOWN THE ISOLATOR ROW THROUGH OUTLET PIPE
    - i) MIRRORS ON POLES OR CAMERAS MAY BE USED TO AVOID A CONFINED SPACE ENTRY
    - ii) FOLLOW OSHA REGULATIONS FOR CONFINED SPACE ENTRY IF ENTERING MANHOLE
  - B.3. IF SEDIMENT IS AT, OR ABOVE, 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.

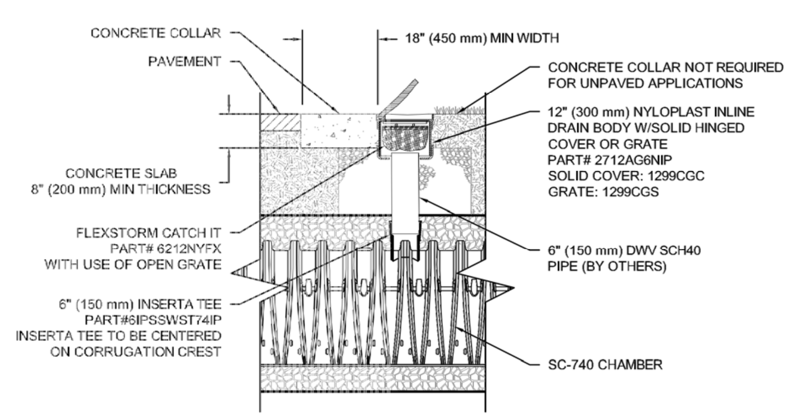
STEP 2) CLEAN OUT ISOLATOR ROW USING THE JETVAC PROCESS
- A. A FIXED CULVERT CLEANING NOZZLE WITH REAR FACING SPREAD OF 45" (1.1 m) OR MORE IS PREFERRED
- B. APPLY MULTIPLE PASSES OF JETVAC UNTIL BACKFLUSH WATER IS CLEAN
- C. VACUUM STRUCTURE SUMP AS REQUIRED

STEP 3) REPLACE ALL COVERS, GRATES, FILTERS, AND LIDS; RECORD OBSERVATIONS AND ACTIONS.

STEP 4) INSPECT AND CLEAN BASINS AND MANHOLES UPSTREAM OF THE STORMTECH SYSTEM.

NOTES

1. INSPECT EVERY 6 MONTHS DURING THE FIRST YEAR OF OPERATION. ADJUST THE INSPECTION INTERVAL BASED ON PREVIOUS OBSERVATIONS OF SEDIMENT ACCUMULATION AND HIGH WATER ELEVATIONS.
2. CONDUCT JETTING AND VACTORING ANNUALLY OR WHEN INSPECTION SHOWS THAT MAINTENANCE IS NECESSARY.



SC-740 6" INSPECTION PORT DETAIL
NTS

SC-740 ISOLATOR ROW DETAILS

DATE: 11/18/14 | DRAWN: JLM | PROJECT #: | CHECKED: JLM

REV	DRW	CHK	DESCRIPTION
01/19/16	JLM	JLM	UPDATE INSPECTION PORT

StormTech® Detention · Retention · Water Quality
70 INWOOD ROAD, SUITE 3 | ROCKY HILL | CT | 06067
860-529-8188 | 888-892-2694 | WWW.STORMTECH.COM

ADS ADVANCED DRAINAGE SYSTEMS, INC.
4640 TRUEMAN BLVD
HILLIARD, OH 43026
1-800-733-7473

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SHEET 1 OF 1

ERIKSSON ENGINEERING ASSOCIATES, LTD.
145 COMMERCE DRIVE, SUITE A
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PHONE (847) 223-4804
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EMAIL INFO@EEA-LTD.COM
PROFESSIONAL DESIGN FIRM
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WHEELING TOWN CENTER
Dundee Road and Northgate Parkway
Wheeling, Illinois

Reserved for Seal:

Exhibit received September 1, 2016

Expiration Date: ____________

No.	Date	Description
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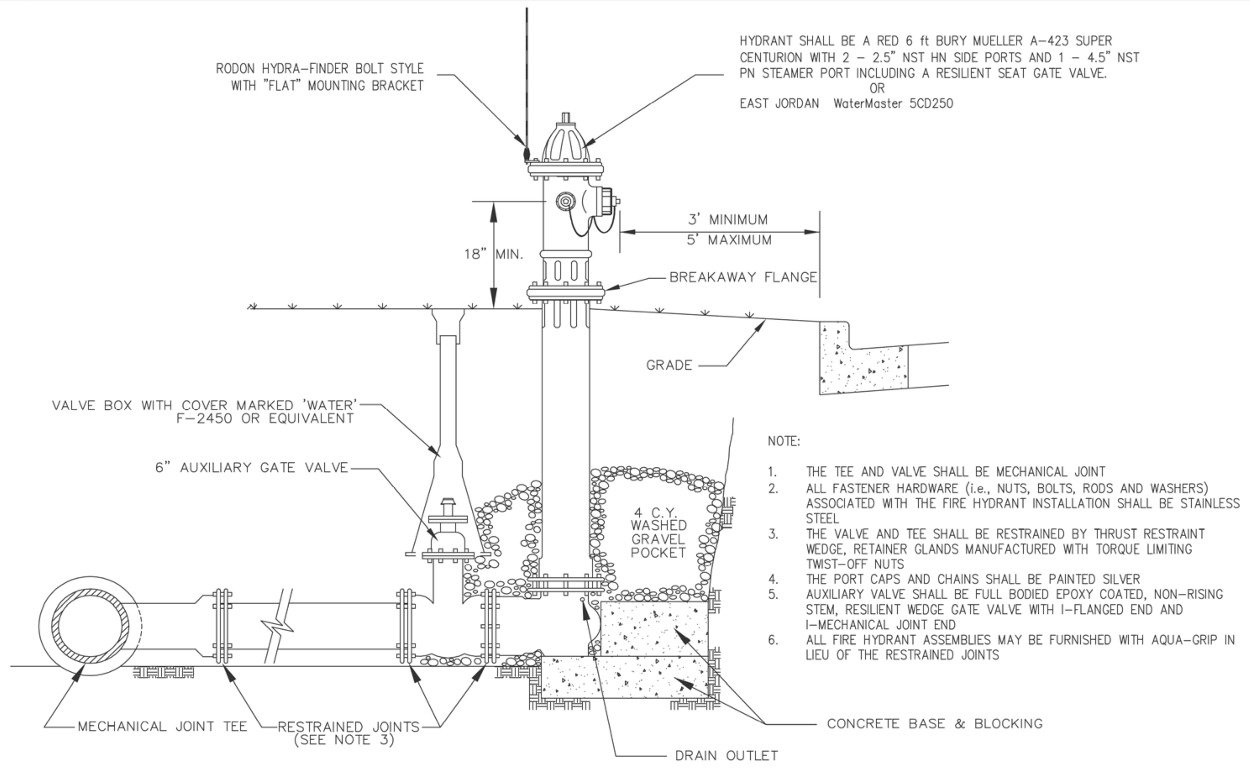
Design By: GD/JC | Date: 03/08/16
Checked By: GD | Project No. 0000.00

Sheet Title: SITE WORK DETAILS

Sheet No: C-6.5

EEA – P:\George\Wheeling Town Center\Drawing\WTC–Siteplan CMX NEW.dwg
Plotted: 9/01/16 @ 12:08pm By: gdreger



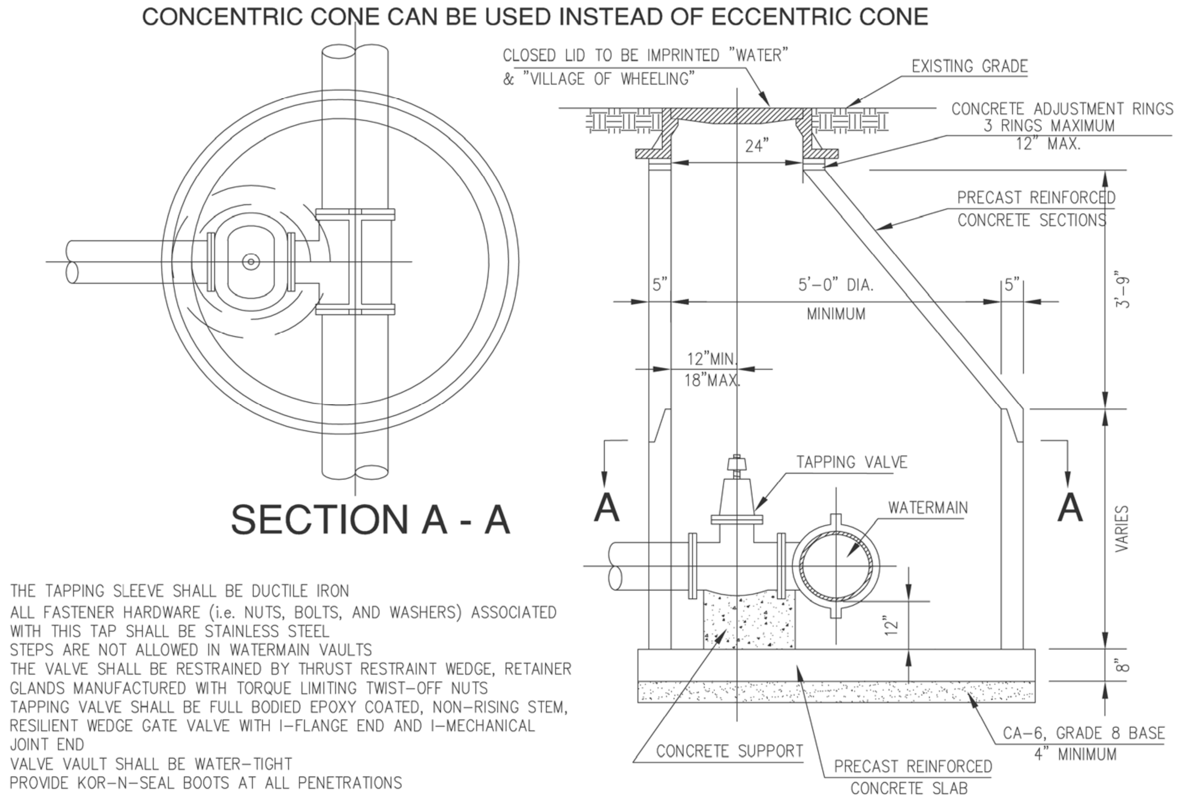
NOTE:

1. THE TEE AND VALVE SHALL BE MECHANICAL JOINT
2. ALL FASTENER HARDWARE (i.e., NUTS, BOLTS, RODS AND WASHERS) ASSOCIATED WITH THE FIRE HYDRANT INSTALLATION SHALL BE STAINLESS STEEL
3. THE VALVE AND TEE SHALL BE RESTRAINED BY THRUST RESTRAINT WEDGE, RETAINER GLANDS MANUFACTURED WITH TORQUE LIMITING TWIST-OFF NUTS
4. THE PORT CAPS AND CHAINS SHALL BE PAINTED SILVER
5. AUXILIARY VALVE SHALL BE FULL BODIED EPOXY COATED, NON-RISING STEM, RESILIENT WEDGE GATE VALVE WITH I-FLANGED END AND I-MECHANICAL JOINT END
6. ALL FIRE HYDRANT ASSEMBLIES MAY BE FURNISHED WITH AQUA-GRIP IN LIEU OF THE RESTRAINED JOINTS

N.T.S.

T:\Engineering\Standards\WHEEL.bmp	VILLAGE OF WHEELING ENGINEERING DIVISION 2 COMMUNITY BOULEVARD WHEELING, IL 60090 WWW.WHEELINGIL.GOV	FIRE HYDRANT INSTALLATION STANDARD	VILLAGE OF WHEELING SPECIFICATIONS AND DETAILS / FILE LOCATION / N:\ENGINEERING\STANDARDS\ WATER	REVISIONS: P.F. 11-24-98 ADD NOTES; C.C. 03-07-07 PER COMMENTS; S.W. 08-15-08 EJIW WaterMaster.; K.R.G. 07-05-11 HYDRA-FINDER

CONCENTRIC CONE CAN BE USED INSTEAD OF ECCENTRIC CONE

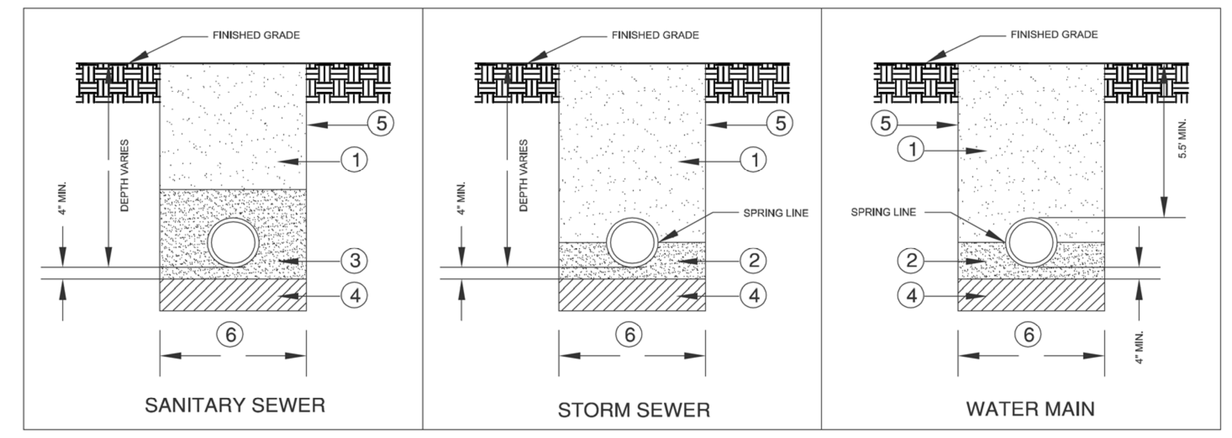


SECTION A - A

NOTE:

1. THE TAPPING SLEEVE SHALL BE DUCTILE IRON
2. ALL FASTENER HARDWARE (i.e. NUTS, BOLTS, AND WASHERS) ASSOCIATED WITH THIS TAP SHALL BE STAINLESS STEEL
3. STEPS ARE NOT ALLOWED IN WATERMAIN VAULTS
4. THE VALVE SHALL BE RESTRAINED BY THRUST RESTRAINT WEDGE, RETAINER GLANDS MANUFACTURED WITH TORQUE LIMITING TWIST-OFF NUTS
5. TAPPING VALVE SHALL BE FULL BODIED EPOXY COATED, NON-RISING STEM, RESILIENT WEDGE GATE VALVE WITH I-FLANGE END AND I-MECHANICAL JOINT END
6. VALVE VAULT SHALL BE WATER-TIGHT
7. PROVIDE KOR-N-SEAL BOOTS AT ALL PENETRATIONS

T:\Engineering\Standards\WHEEL.bmp	VILLAGE OF WHEELING ENGINEERING DIVISION 2 COMMUNITY BOULEVARD WHEELING, IL 60090 WWW.WHEELINGIL.GOV	VALVE & TAPPING VAULT STANDARD	VILLAGE OF WHEELING SPECIFICATIONS AND DETAILS / FILE LOCATION / N:\ENGINEERING\STANDARDS\ WATER	REVISIONS: S.W. 4-12-00 AUTOCAD FILE; C.C. 03-07-07 PER COMMENTS; S.W. 08-15-08 CONCENTRIC CONE



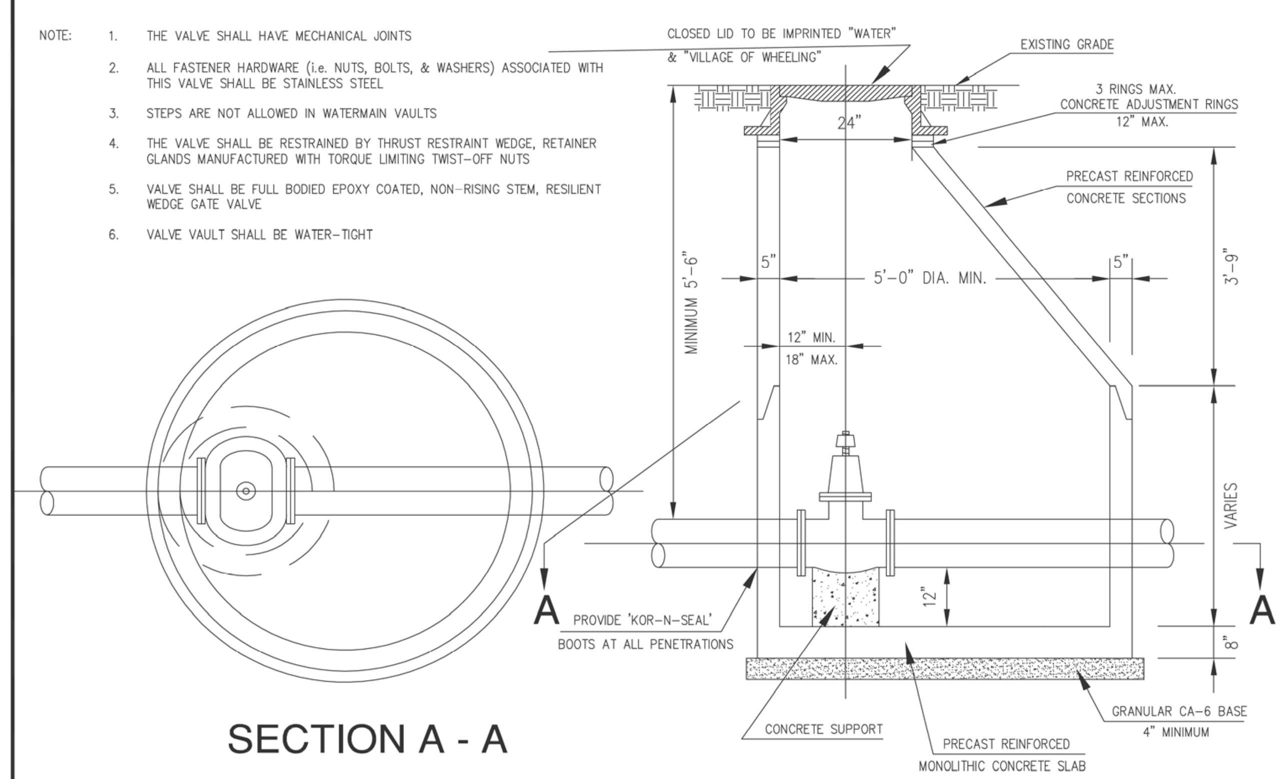
NOTES:

1. BACKFILL & COMPACT GRANULAR TRENCH BACKFILL (CA-6, GRADE 8 OR APPROVED EQUAL) UNDER STREET PAVEMENT, DRIVEWAYS, AND SIDEWALK EXCAVATED MATERIAL MAY BE USED IN NON-PAVED AREAS
2. CA-11 OR CA-13 STONE OR OTHER APPROVED SELECT BACKFILL. TAMPED INTO PLACE TO SPRING LINE OF PIPE.
3. CA-11 OR CA-13 STONE OR OTHER APPROVED SELECT BACKFILL. TAMPED TO 12" MINIMUM ABOVE TOP OF PIPE.
4. IF ENCOUNTERED, REMOVE UNSUITABLE MATERIALS AND REPLACE WITH 4" STONE AS DIRECTED BY THE TESTING AGENCY OR THE VILLAGE ENGINEER
5. TRENCH SIDES TO BE SLOPED OR SHEETED/SHORED IN ACCORDANCE WITH OSHA REQUIREMENTS.
6. MAXIMUM TRENCH WIDTH = 18" (1'-6") + O.D. WHEN TRENCH < 5 FEET = 36" (3'-0") + O.D. WHEN TRENCH > 5 FEET

T:\Engineering\Standards\WHEEL.bmp	VILLAGE OF WHEELING ENGINEERING DIVISION 2 COMMUNITY BOULEVARD WHEELING, IL 60090 WWW.WHEELINGIL.GOV	TRENCH BACKFILL STANDARD	VILLAGE OF WHEELING SPECIFICATIONS AND DETAILS / FILE LOCATION / N:\ENGINEERING\STANDARDS\ GENERAL	REVISIONS: S.W. 6-1-00 AUTOCAD FILE; S.W. 9-18-01 PER COMMENTS; S.W. 11-19-04 NO POLY WRAP; C.J.C. 01-20-08 AUTOCAD FILE

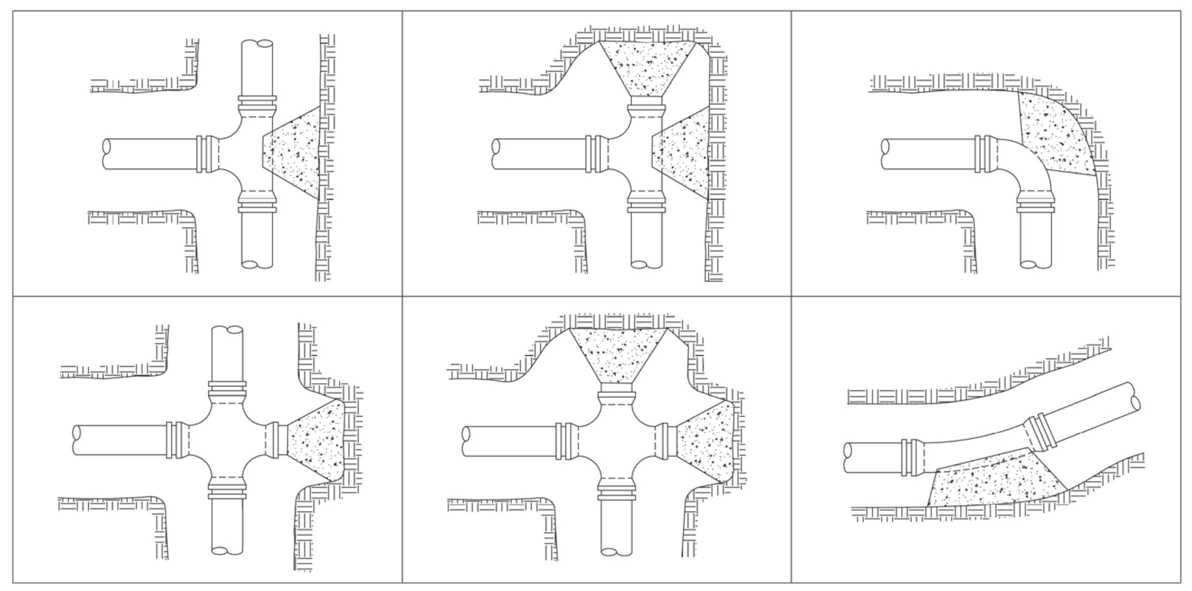
NOTE:

1. THE VALVE SHALL HAVE MECHANICAL JOINTS
2. ALL FASTENER HARDWARE (i.e. NUTS, BOLTS, & WASHERS) ASSOCIATED WITH THIS VALVE SHALL BE STAINLESS STEEL
3. STEPS ARE NOT ALLOWED IN WATERMAIN VAULTS
4. THE VALVE SHALL BE RESTRAINED BY THRUST RESTRAINT WEDGE, RETAINER GLANDS MANUFACTURED WITH TORQUE LIMITING TWIST-OFF NUTS
5. VALVE SHALL BE FULL BODIED EPOXY COATED, NON-RISING STEM, RESILIENT WEDGE GATE VALVE
6. VALVE VAULT SHALL BE WATER-TIGHT



SECTION A - A

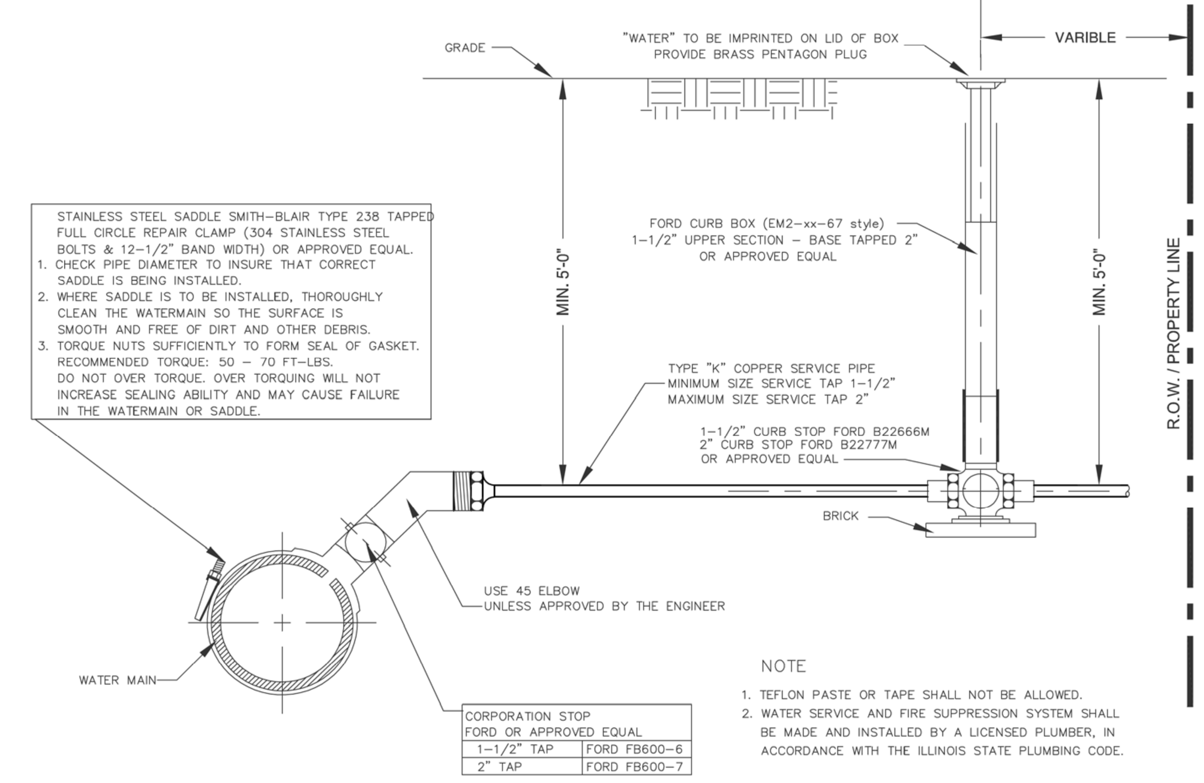
T:\Engineering\Standards\WHEEL.bmp	VILLAGE OF WHEELING ENGINEERING DIVISION 2 COMMUNITY BOULEVARD WHEELING, IL 60090 WWW.WHEELINGIL.GOV	5' DIA. VAVLE VAULT STANDARD	VILLAGE OF WHEELING SPECIFICATIONS AND DETAILS / FILE LOCATION / N:\ENGINEERING\STANDARDS\ WATER	REVISIONS: S.W. 6-9-00 AUTOCAD FILE; S.W. 11-07-01 PER COMMENTS; C.C. 03-07-07 PER COMMENTS; K.R.G. 07-18-07 PER COMMENTS



NOTE

1. ALL BLOCKING SHALL BE CONSTRUCTED WITH POURED CLASS SI CONCRETE AGAINST UNDISTURBED VERTICAL EARTH FACE WITH A MINIMUM WIDTH OF 12 INCHES.
2. RESTRAINED JOINTS AND THRUST BLOCKS TO BE USED AT ALL BENDS, AT TEES AND AT CROSSES AS SHOWN ABOVE, OR AS REQUIRED PER THE VILLAGE ENGINEER.
3. THE FITTINGS SHALL BE MECHANICAL JOINT.
4. OTHER METHODS MAY BE USED AS AN ALTERNATIVE WHEN APPROVED BY THE VILLAGE ENGINEER.
5. ALL FASTENER HARDWARE (i.e. NUTS, BOLTS, AND WASHERS) ASSOCIATED WITH FITTINGS SHALL BE STAINLESS STEEL.
6. ALL FITTINGS SHALL BE RESTRAINED BY THRUST RESTRAINT WEDGE, RETAINER GLANDS MANUFACTURED WITH TORQUE LIMITING TWIST-OFF NUTS.

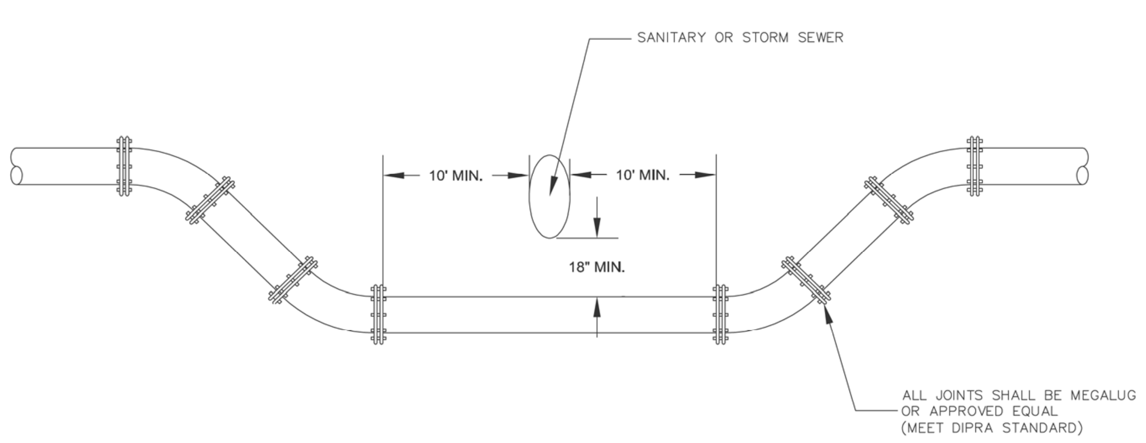
T:\Engineering\Standards\WHEEL.bmp	VILLAGE OF WHEELING ENGINEERING DIVISION 2 COMMUNITY BOULEVARD WHEELING, IL 60090 WWW.WHEELINGIL.GOV	THRUST BLOCK STANDARD	VILLAGE OF WHEELING SPECIFICATIONS AND DETAILS / FILE LOCATION / N:\ENGINEERING\STANDARDS\ WATER	REVISIONS: S.W. 4-27-00 AUTOCAD FILE; K.R.G. 9-11-06 AUTOCAD FILE; T.W.M. 3-18-14 CONCRETE CLASS



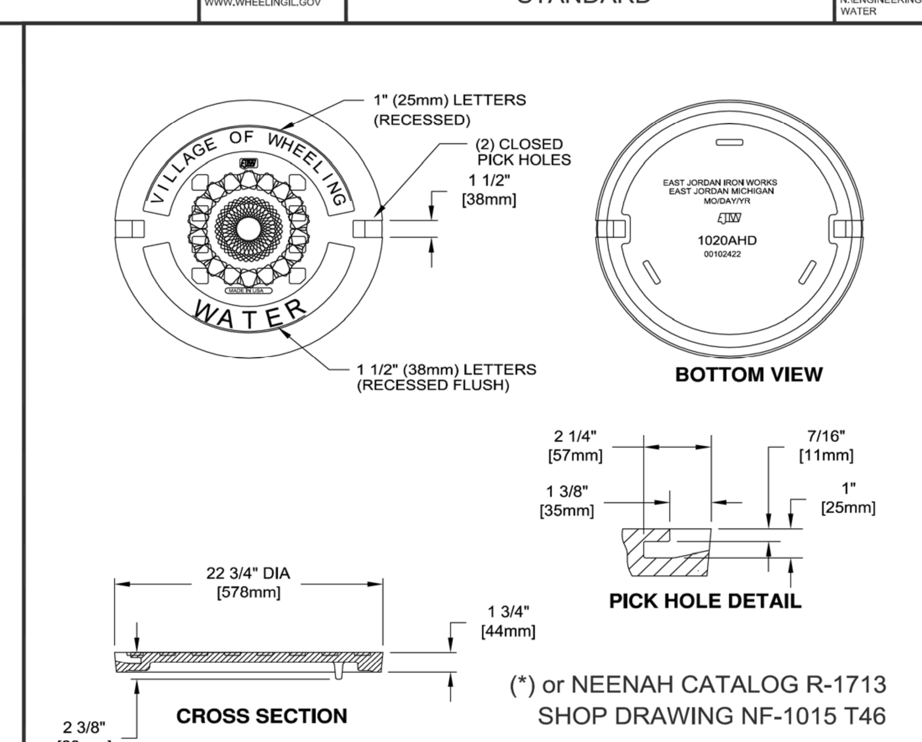
NOTE

1. TEFLON PASTE OR TAPE SHALL NOT BE ALLOWED.
2. WATER SERVICE AND FIRE SUPPRESSION SYSTEM SHALL BE MADE AND INSTALLED BY A LICENSED PLUMBER, IN ACCORDANCE WITH THE ILLINOIS STATE PLUMBING CODE.

T:\Engineering\Standards\WHEEL.bmp	VILLAGE OF WHEELING ENGINEERING DIVISION 2 COMMUNITY BOULEVARD WHEELING, IL 60090 WWW.WHEELINGIL.GOV	TYPICAL SERVICE TAP STANDARD	VILLAGE OF WHEELING SPECIFICATIONS AND DETAILS / FILE LOCATION / N:\ENGINEERING\STANDARDS\ WATER	REVISIONS: S.W. 5-12-06 PER COMMENTS; K.R.G. 9-11-06 AUTOCAD FILE; S.W. 8-15-08 ADDED 45 ELBOW



T:\Engineering\Standards\WHEEL.bmp	VILLAGE OF WHEELING ENGINEERING DIVISION 2 COMMUNITY BOULEVARD WHEELING, IL 60090 WWW.WHEELINGIL.GOV	WATER MAIN DEPRESSION STANDARD	VILLAGE OF WHEELING SPECIFICATIONS AND DETAILS / FILE LOCATION / N:\ENGINEERING\STANDARDS\ WATER	REVISIONS: S.W. 5-30-00 AUTO-CAD FILE; S.W. 5-11-06 PER COMMENTS; C.J.C. 01-20-08 AUTOCAD FILE



(*) or NEENAH CATALOG R-1713
SHOP DRAWING NF-1015 T46

√ MACHINED SURFACE

(*) EAST JORDAN IRON WORKS, INC.
P.O. BOX 439
EAST JORDAN, MI. 49727
1-800-874-4100
FAX 231-536-4458

DRAWN	DATE
SMH	11/11/02
APPROVED	DATE

SPECIAL LETTERED COVER

PRODUCT NO. (*) 00102422

CATALOG NO. (*) 1020A

REF. PRODUCT DRAWING 00102067

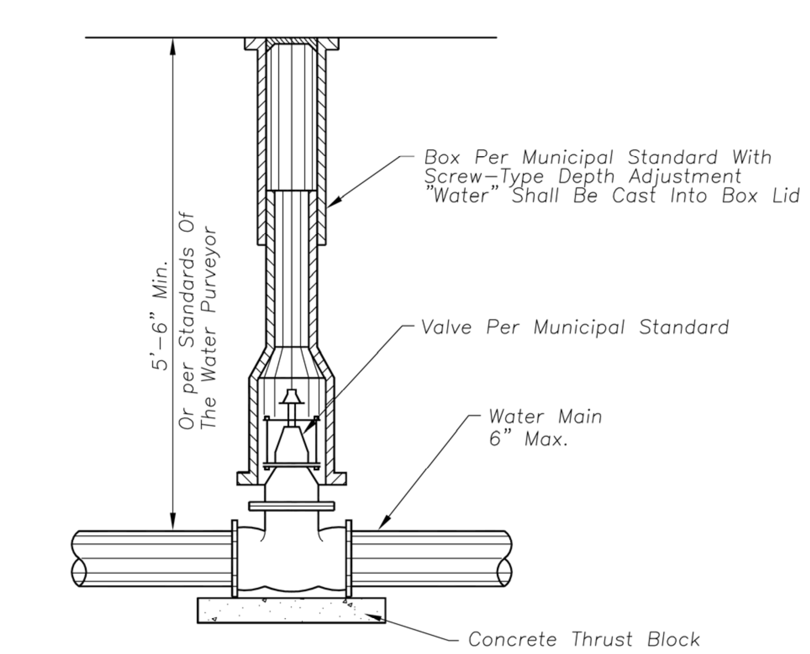
EST. WT. COVER WT: 115 LBS (52kg)

OPEN AREA N/A

MAT'L SPEC. COVER - GRAY IRON ASTM A48 CL 35

LOAD RATING HEAVY DUTY

T:\Engineering\Standards\WHEEL.bmp	VILLAGE OF WHEELING ENGINEERING DIVISION 2 COMMUNITY BOULEVARD WHEELING, IL 60090 WWW.WHEELINGIL.GOV	FRAME AND CLOSED LID WATER MANHOLE STANDARD	VILLAGE OF WHEELING SPECIFICATIONS AND DETAILS / FILE LOCATION / N:\ENGINEERING\STANDARDS\ WATER	REVISIONS: S.W. 2-24-00 AUTOCAD FILE; S.W. 9-19-01 PER COMMENTS; S.W. 11-12-02 NPDES PHASE II; S.W. 02-07-03 ADDING NEENAH; C.J.C. 01-29-08 AUTOCAD FILE



GATE VALVE IN BOX

ERIKSSON ENGINEERING ASSOCIATES, LTD.
145 COMMERCE DRIVE, SUITE A
GRAYSLAKE, ILLINOIS 60030
PHONE (847) 223-4804
FAX (847) 223-4864
EMAIL INFO@EEA-LTD.COM
PROFESSIONAL DESIGN FIRM
LICENSE NO. 184-003220
EXPIRES: 04/30/2017

WHEELING TOWN CENTER
Dundee Road and Northgate Parkway
Wheeling, Illinois

Reserved for Seal:

Exhibit received September 1, 2016

Expiration Date: ____________

No.	Date	Description
	05/20/16	Issued For Preliminary Pricing
1	07/05/16	Revised Per MWRD
2	07/15/16	Issued For Permit/Bid
3	08/10/16	Water and Sewer Reroute
	09/01/16	Final PUD Submittal

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Design By: GD/JC	Date: 03/08/16
Checked By: GD	Project No. 0000.00

Sheet Title: SITE WORK DETAILS

Sheet No: C-6.6

EEA - P:\George\Wheeling Town Center\Drawing\WTC-Siteplan CMX NEW.dwg
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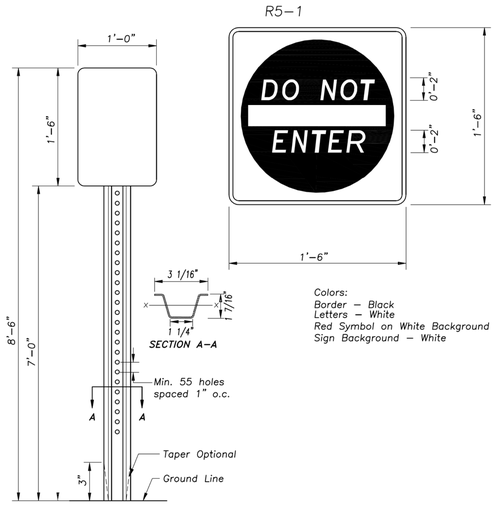

Colors:
Border – Black
Letters – White
Red Symbol on White Background
Sign Background – White

Notes:
Dimensions shown for cross sections are minimum.

All holes are 3/8" ø.

Minimum section modulus about the x–x axis of the post shall be 0.223 $in.^3$ For posts in which holes are punched or drilled for more than half their length, the section modulus shall be computed for the net section

Post shall weigh 2.00 lb/ft length.

DO NOT ENTER SIGN

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GD/JC	03/08/16
Checked By:	Project No.
GD	0000.00

Sheet Title:

SITE WORK DETAILS

Sheet No:

C-6.7

EEA – P:\George\Wheeling Town Center\Drawing\WTC-Siteplan CMX NEW.dwg
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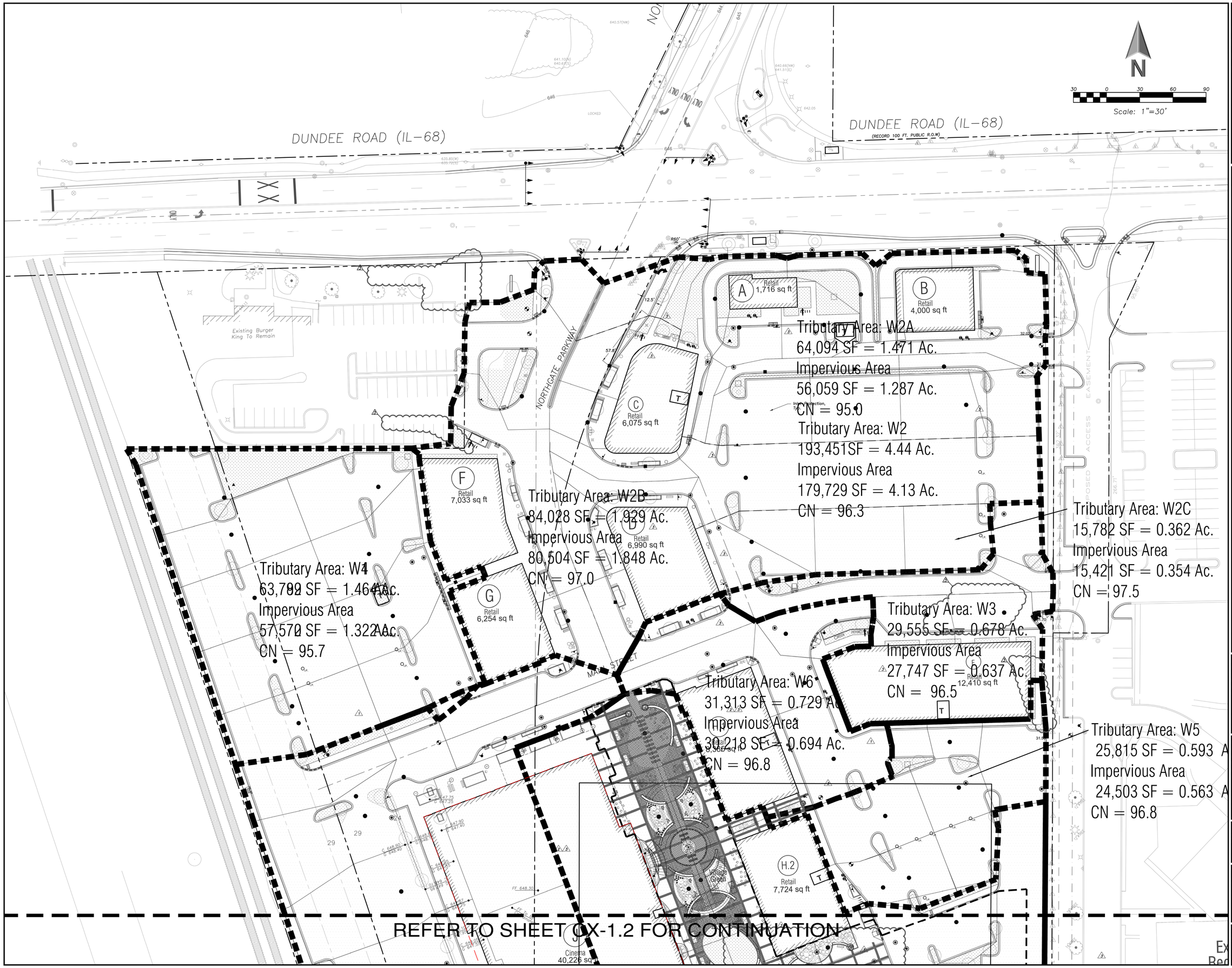

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WHEELING TOWN CENTER

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Design By: GD/JC	Date: 03/08/16
Checked By: GD	Project No.: 0000.00

Sheet Title:

DRAINAGE EXHIBIT (NORTH)

Sheet No:

CX-1.1

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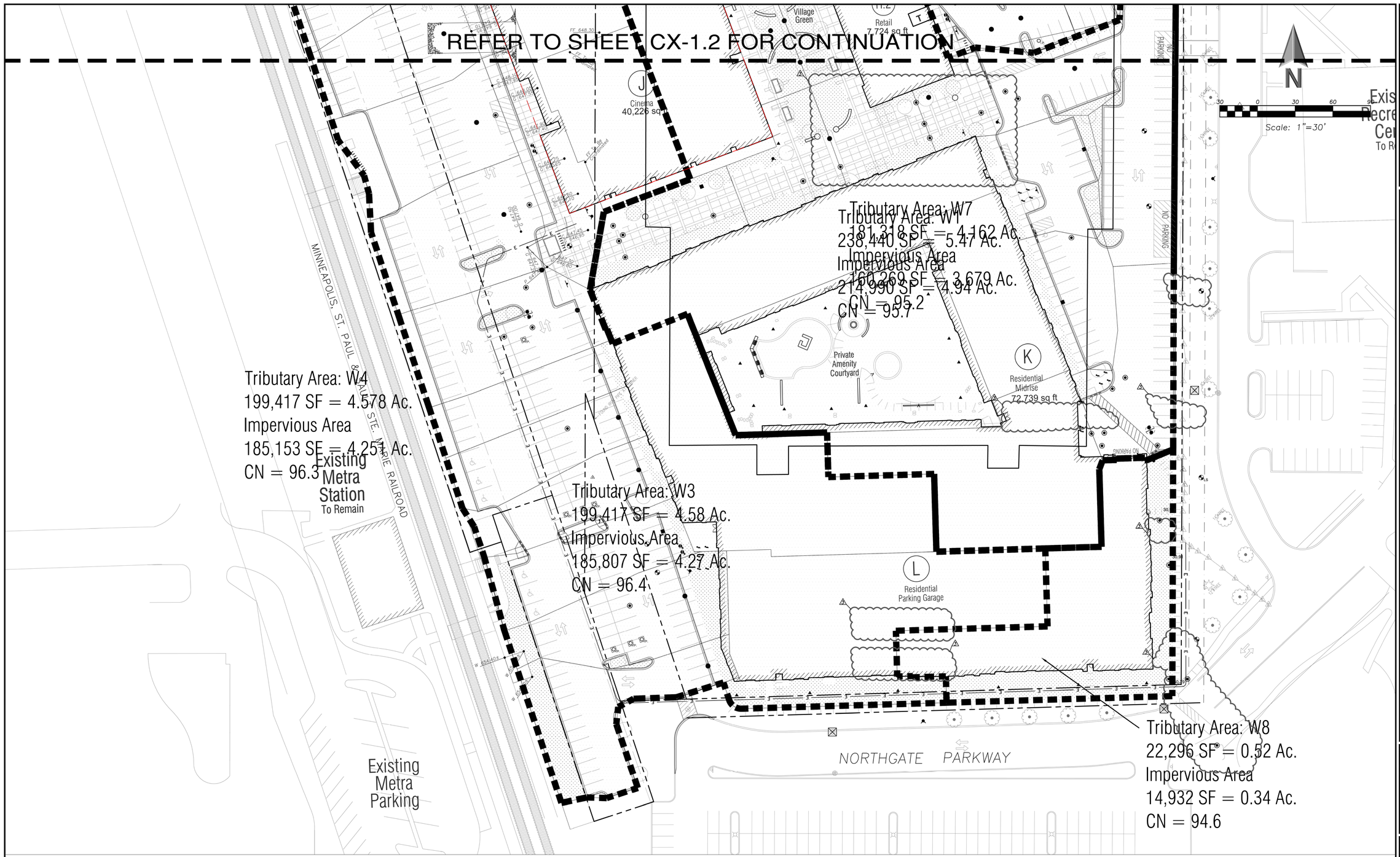

J.U.L.I.E.

Note: The exact location of all utilities shall be verified by the contractor prior to construction activities. For utility locations call: J.U.L.I.E. 1 (800) 892-0123

SURVEY PROVIDED BY

GREMLEY & BIEDERMANN
A DIVISION OF
PLCS, CORPORATION
LICENSE NO. 184-005322
PROFESSIONAL LAND SURVEYORS
4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630
TELEPHONE: (773) 685-5102 FAX: (773) 286-4184 EMAIL: INFO@PLCS-SURVEY.COM

BENCHMARK

Benchmark Designation: 05 No 3301
Benchmark PID: NG0129
Elevation: 633.73 Feet (NAVD88)

Location:
0.6 Mi W From Wilmette. 0.55 Miles West Along Lake Avenue From The Village Hall Annex, At The Intersection Of Lake Avenue And Ridge Road, Set In The North Lawn Of St. Joseph Church, 82.2 Feet East Of The East Curb Of Ridge Road, 73.3 Feet North Of The Center Line Of The Northwest Main Entrance To The Church 23.9 Feet South Of The South Curb Of Lake Avenue. A Cook County Highway Department Disk In The Top Of A Concrete Post Flush With The Ground And About Level With The Street.

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LICENSE NO. 184-003220
EXPIRES: 04/30/2017

WHEELING TOWN CENTER

Dundee Road and Northgate Parkway

Wheeling, Illinois

Exhibit received September 1, 2016

Reserved for Seal:

Expiration Date: _____

No.	Date	Description
	05/20/16	Issued For Preliminary Pricing
1	07/05/16	Revised Per MWRD
2	07/15/16	Issued For Permit/Bid
3	08/10/16	Water and Sewer Reroute
	09/01/16	Final PUD Submittal

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Design By:	Date:
GD/JC	03/08/16
Checked By: GD	Project No.: 0000.00

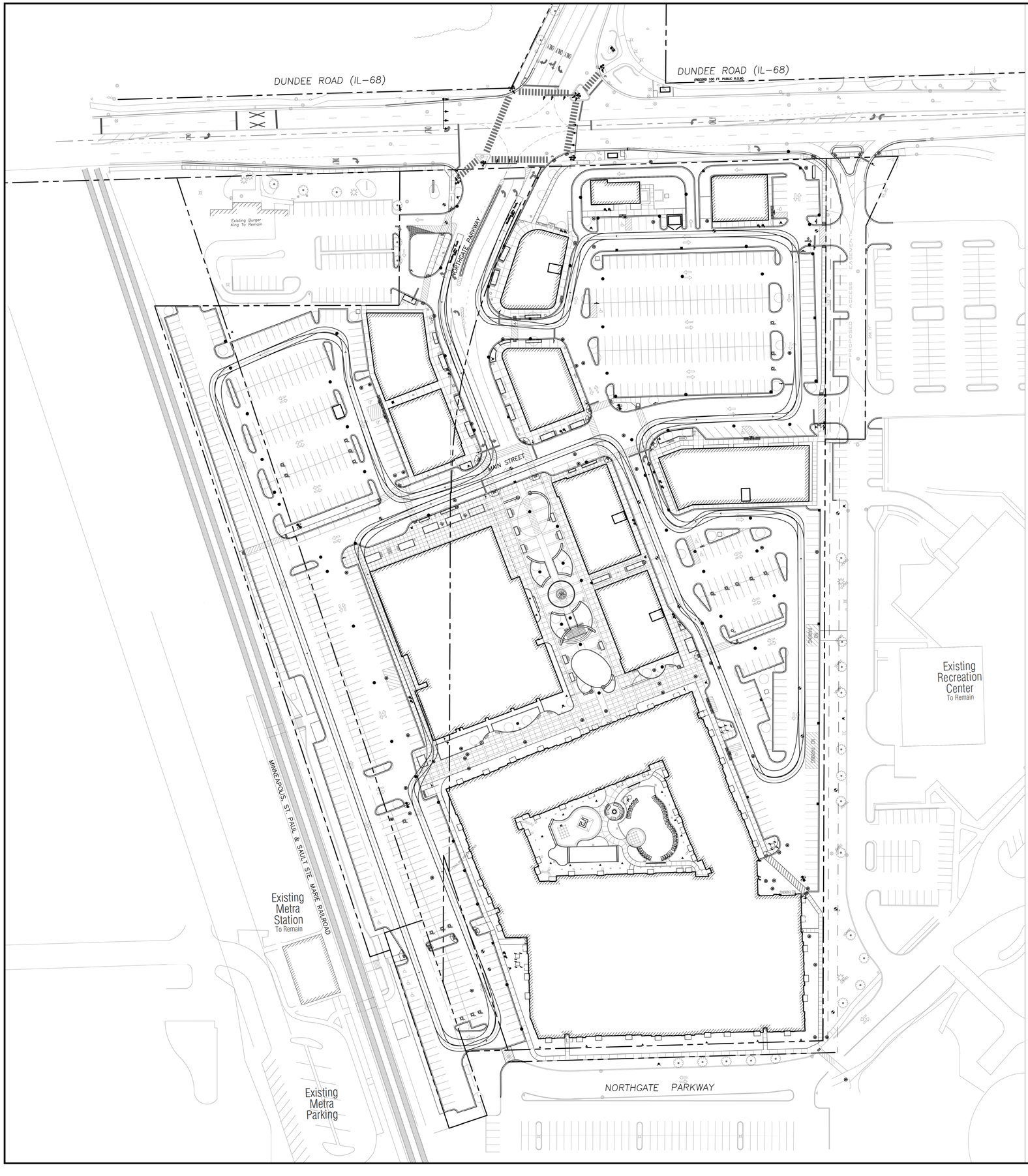
Sheet Title:

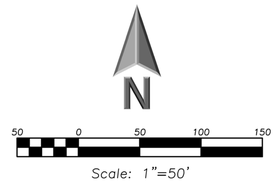
DRAINAGE EXHIBIT (SOUTH)

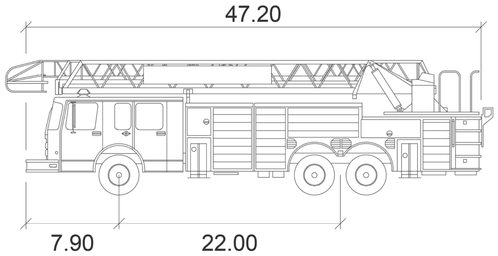
Sheet No:

CX-1.2

EEA – P:\George\Wheeling Town Center\Drawing\WTC-Siteplan CMX NEW.dwg
Plotted: 9/01/16 @ 12:22pm By: gareger







Wheeling Fire Truck feet

Width	:	7.90
Track	:	7.90
Lock to Lock Time	:	6.0
Steering Angle	:	39.2

ERIKSSON ENGINEERING ASSOCIATES, LTD.
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Design By: GD/JC	Date: 03/08/16
Checked By: GD	Project No. 0000.00

Sheet Title:

Fire Truck Movement

Sheet No:

CX-2.1

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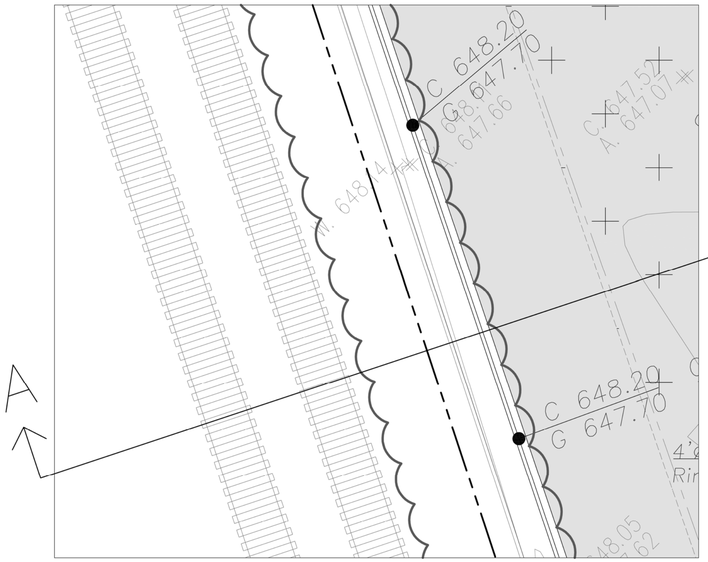
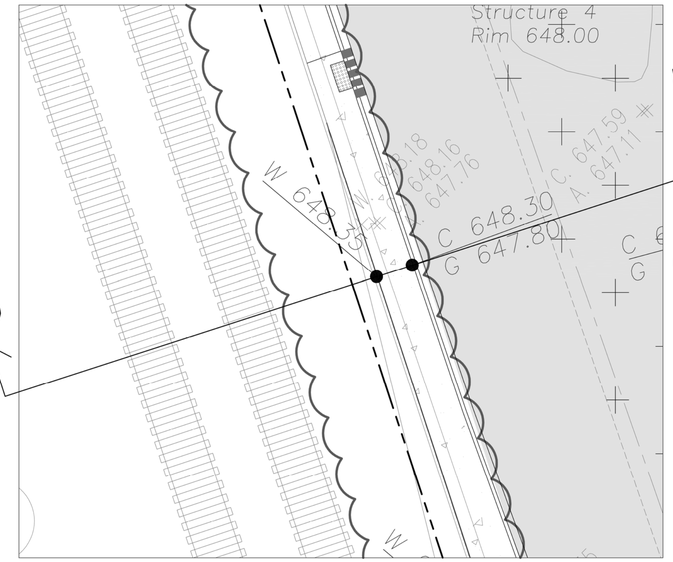


SECTION A–A
SCALE 1"=10'

N



SECTION B–B
SCALE 1"=10'

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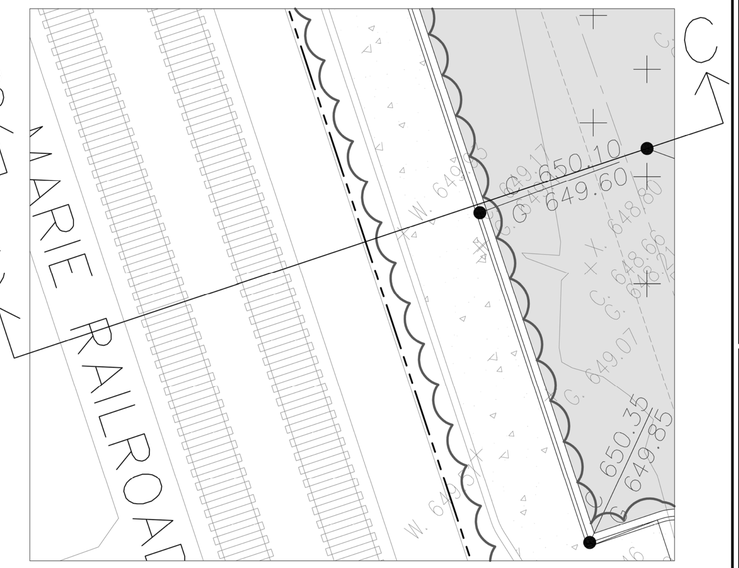

SECTION C–C
SCALE 1"=10'

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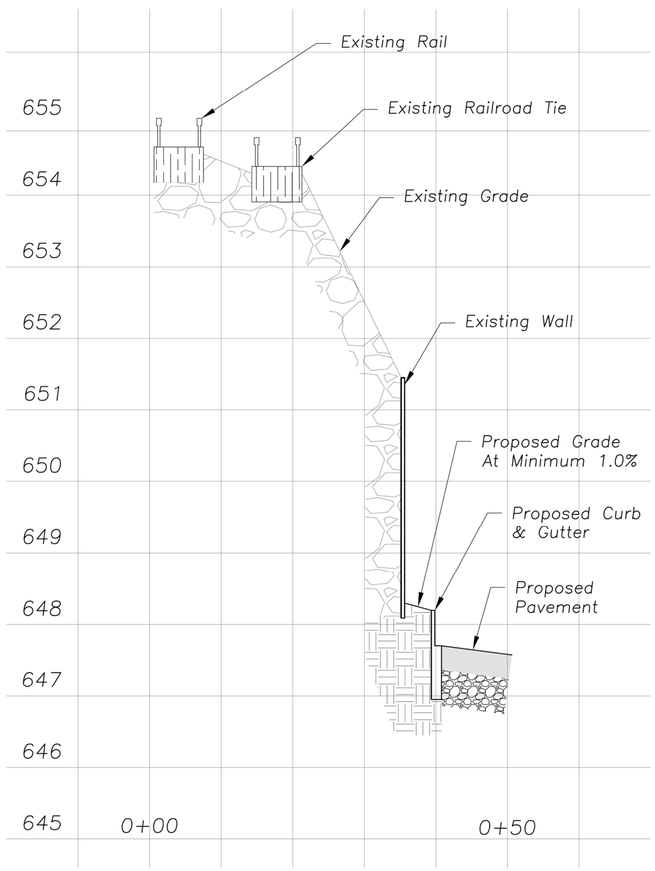
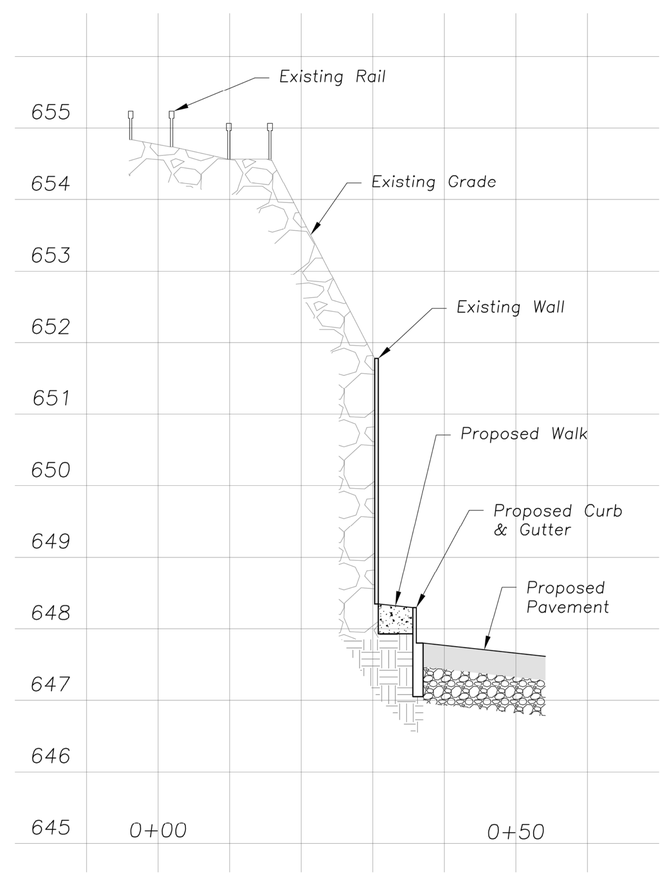
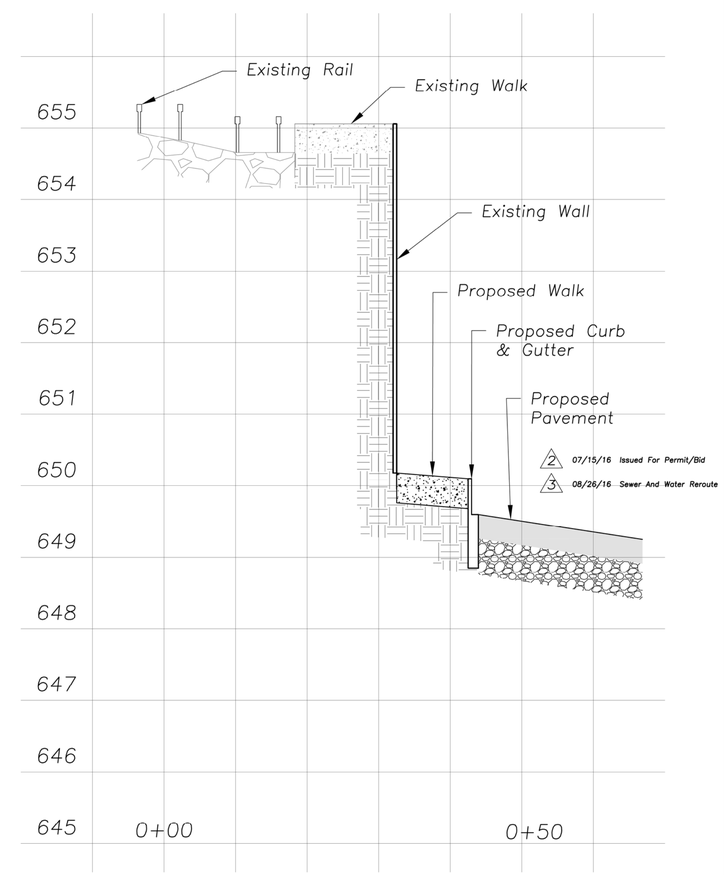


SCALE
VERTICAL: 1"= 1'
HORIZONTAL: 1"= 10'



SCALE
VERTICAL: 1"= 1'
HORIZONTAL: 1"= 10'



SCALE
VERTICAL: 1"= 1'
HORIZONTAL: 1"= 10'

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WHEELING TOWN CENTER

Dundee Road and Northgate Parkway

Wheeling, Illinois

Reserved for Seal:

Exhibit received September 1, 2016

Expiration Date:_____

No.	Date	Description
	03/08/16	Village Submittal
	03/30/16	Village Permit Submittal
	05/10/16	Revised Village Permit Submittal
	05/20/16	Revised Storm Sewer
	05/20/16	Issued For Preliminary Pricing
	05/27/16	Issued For Sitework Pricing
	06/09/16	MWRD Submittal
1	07/05/16	Revised Per MWRD

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Design By: GD/JC	Date: 03/08/16
Approved By: GD	Project No.

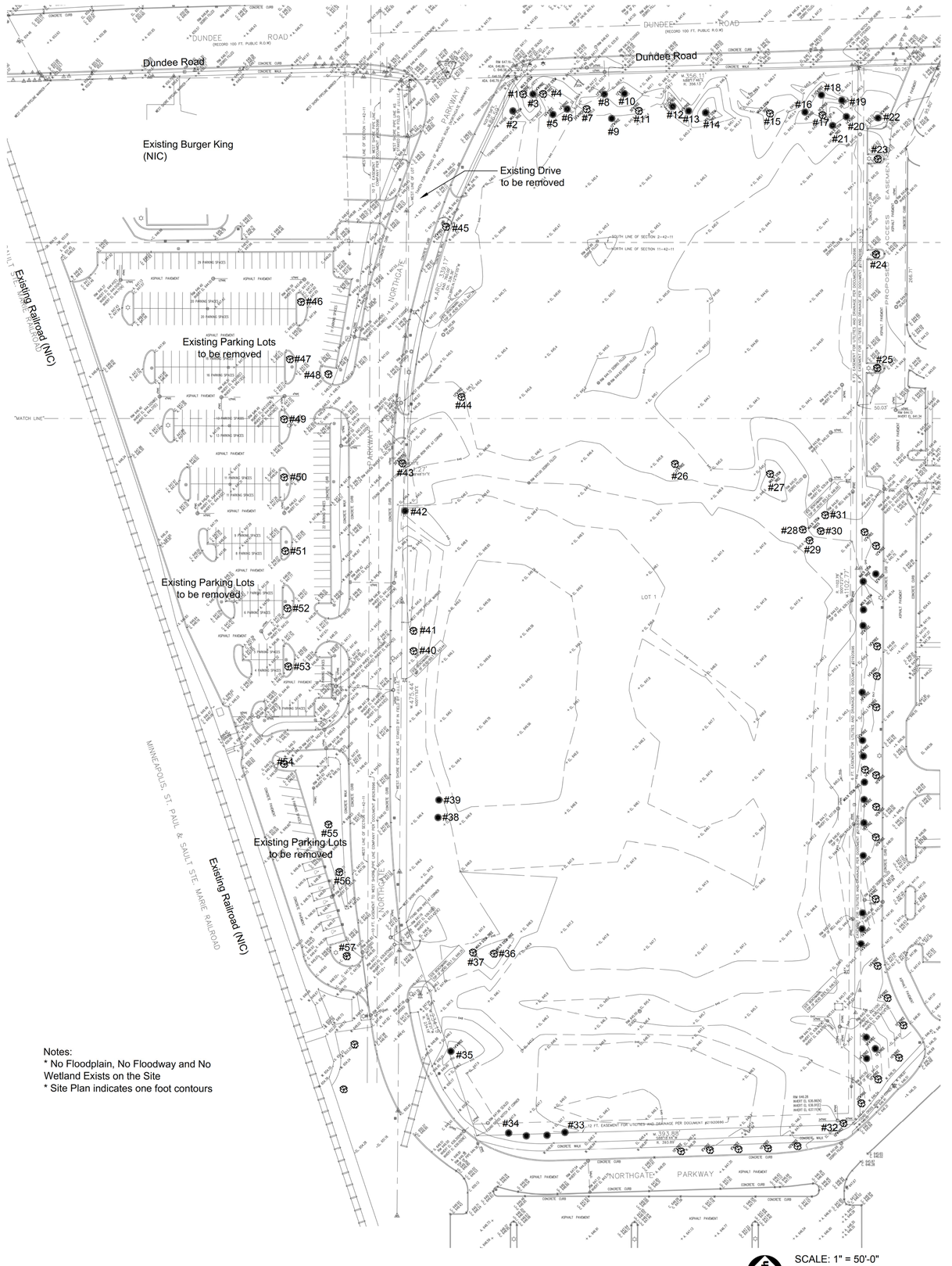
Sheet Title:

SECTION VIEWS

Sheet No:

CX5.1

EEA – P:\Cade\For Others\George\WTC\WTC-Siteplan CMX NEW.dwg
Plotted: 8/31/16 @ 2:15pm By: cfontana



Notes:
* No Floodplain, No Floodway and No Wetland Exists on the Site
* Site Plan indicates one foot contours

TREE SURVEY

KEY #	SIZE	COMMON NAME	BOTANICAL NAME	CONDITION
1	7", 5", 16" cal.	Austrian Pine	Pinus nigra	Good
2	7"	Crabapple	Malus sp.	Poor
3	14" cal.	Austrian Pine	Pinus nigra	Fair
4	9" cal.	Prairiefire Crabapple	Malus x 'Prairiefire'	Good
5	14" cal.	Austrian Pine	Pinus nigra	Good
6	14" cal.	Austrian Pine	Pinus nigra	Good
7	24" cal.	Thornless Honeylocust	Gleditsia triacanthos var. inermis	Good
8	12" cal.	White Spruce	Picea glauca	Poor
9	12" cal.	White Spruce	Picea glauca	Good
10	12" cal.	Colorado Blue Spruce	Picea pungens	Good
11	30" cal.	Thornless Honeylocust	Gleditsia triacanthos var. inermis	Good
12	2-12" cal.	Austrian Pine	Pinus nigra	Fair
13	14" cal.	Austrian Pine	Pinus nigra	Poor
14	16" cal.	Austrian Pine	Pinus nigra	Fair
15	10" cal.	Prairiefire Crabapple	Malus x 'Prairiefire'	Good
16	18" cal.	Austrian Pine	Pinus nigra	Fair
17	16" cal.	Austrian Pine	Pinus nigra	Poor
18	2-10" cal.	Austrian Pine	Pinus nigra	Good
19	20" cal.	Austrian Pine	Pinus nigra	Good
20	14" cal.	Austrian Pine	Pinus nigra	Poor
21	16" cal.	Austrian Pine	Pinus nigra	Poor
22	16" cal.	Austrian Pine	Pinus nigra	Good
23	8" cal.	Littleleaf Linden	Tilia cordata	Poor
24	10" cal.	Thornless Honeylocust	Gleditsia triacanthos var. inermis	Good
25	12" cal.	Thornless Honeylocust	Gleditsia triacanthos var. inermis	Fair
26	12" cal.	Thornless Honeylocust	Gleditsia triacanthos var. inermis	Good
27	7" cal.	American Linden	Tilia americana	Poor
28	5", 5", 4" cal.	Boxelder	Acer negundo	Poor
29	4" cal.	Mulberry	Morus sp.	Poor
30	4" cal.	Mulberry	Morus sp.	Poor
31	4" cal.	Mulberry	Morus sp.	Poor
32	10" cal.	Thornless Honeylocust	Gleditsia triacanthos var. inermis	Good
33	14" cal.	White Spruce	Picea glauca	Good
34	14" cal.	White Spruce	Picea glauca	Fair
35	14" cal.	White Spruce	Picea glauca	Good
36	9" cal.	Crabapple	Malus sp.	Fair
37	7", 8" cal.	Crabapple	Malus sp.	Fair
38	7", 5" cal.	Spruce	Picea sp.	Fair
39	9" cal.	Spruce	Picea sp.	Fair
40	6", 8", 7", 5" cal.	Maple	Acer sp.	Poor
41	9.5" cal.	Crabapple	Malus sp.	Good
42	8" cal.	Spruce	Picea sp.	Poor
43	20" cal.	Thornless Honeylocust	Gleditsia triacanthos var. inermis	Good
44	12" cal.	Thornless Honeylocust	Gleditsia triacanthos var. inermis	Good
45	14" cal.	Thornless Honeylocust	Gleditsia triacanthos var. inermis	Good
46	7" cal.	Red Maple	Acer rubrum	Good
47	7" cal.	Red Maple	Acer rubrum	Good
48	9" cal.	Red Maple	Acer rubrum	Good
49	6.5" cal.	Red Maple	Acer rubrum	Good
50	7" cal.	Red Maple	Acer rubrum	Good
51	6" cal.	Red Maple	Acer rubrum	Good
52	3" cal.	Red Maple	Acer rubrum	Good
53	3" cal.	Red Maple	Acer rubrum	Good
54	7.5" cal.	Thornless Honeylocust	Gleditsia triacanthos var. inermis	Good
55	12" cal.	Thornless Honeylocust	Gleditsia triacanthos var. inermis	Good
56	11" cal.	Thornless Honeylocust	Gleditsia triacanthos var. inermis	Good
57	9" cal.	Thornless Honeylocust	Gleditsia triacanthos var. inermis	Good

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WWW.RTKL.COM
PROJECT NUMBER 030-120019.01

CONSULTANT

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24042 Lockport St, Plainfield, Illinois 60544
815-254-0091 www.uplandDesign.com
UPLAND PROJECT NUMBER 486

PROJECT

WHEELING TOWN CENTER

WHEELING

Exhibit received September 20, 2016

CLIENT

WTC, LLC
500 LAKE COOK RD
SUITE #270
DEERFIELD, IL 60015

ISSUE DRAWING LOG

	9/11/16	Final PUD Submittal
	9/20/16	Final PUD Submittal

SEAL

SHEET IDENTIFICATION

TITLE

TREE SURVEY

NUMBER

L0.0

2015 RTKL ASSOCIATES INC.

TIME:

FILE NAME:

GENERAL NOTES: LANDSCAPE

1. Notes indicated on grading plans shall pertain to landscape plans. Final grade of planting beds shall be as per grading plan.
2. The landscape contractor shall be responsible for making themselves familiar with all underground utilities and structures.
3. All existing plant material and trees shall be saved and protected unless otherwise noted. Contractor to protect new and existing trees and landscaping from damage and shall restore all areas disturbed as a result of construction.
4. Plant material shall be supplied from Northern Illinois nursery stock, shall be dug the planting season it is installed, and shall conform to the American Association of Nurseryman's standards.
5. Plant material shall be size and type specified. Substitution of plant material shall be on a case by case basis and approved in writing by the Owner's Representative. In no case shall plant material be smaller than indicated in the plans.
6. Do not willfully proceed with plantings as designed when it is obvious that obstructions and/or grade differences exist that may not have been known during the design process. Such conditions shall be immediately brought to the attention of the Owner's Representative.
7. All plant material shall be inspected and approved by the Owner's Representative prior to the installation of any and all plant material.
8. Plant locations shall be flagged in field with Owner's Rep. Final location of all plant material shall be subject to approval of the Owner's Representative prior to digging any holes. The landscape contractor is responsible for providing Owner's Representative with 48 hour minimum advance notice prior to planting.
9. Plants shall be watered on the day they are planted and maintained with watering until final acceptance of the project.
10. Apply a pre-emergent as per manufacturer's specification prior to installing mulch.
11. Beds and tree rings shall have 3" of hardwood shredded mulch applied and a 4" deep spade edge at lawn. Trees that are not located in beds, shall have a tree ring, 6' diameter.
12. Landscape plant material shall be guaranteed for 12 months from final acceptance. Any plant 1/3 dead or more shall be replaced under the guarantee at no cost to the Owner.
13. Contractor to prepare landscape beds by roto-tilling 2" of Mushroom Compost into new beds. Do not add compost nor roto-till within drip line of existing trees.
14. Lawn Seeding shall be under favorable weather conditions, and shall follow dates in specification. All irrigation shall be installed and functioning prior to seeding.
15. Turf mixes shall be installed and lawn established at all disturbed areas.
16. Do not overseed into mulch beds, artificial turf, or paving.
17. Contractor shall restore all areas disturbed as a result of construction.
18. Landscape contractor to coordinate all work with irrigation work.

LEGEND

- Shade Tree
- Ornamental Tree
- Shrub
- Ornamental Grass
- Perennial and Groundcover (hatch symbol varies)
- Streetscape Landscape
- Parking Lot Island Landscape
- Open Space Landscape
  - Shrub and perennial planting to be determined during future phase

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	9/20/16	Final PUD Submittal

SEAL

SHEET IDENTIFICATION

TITLE

OVERALL LANDSCAPE PLAN & SHEET KEY

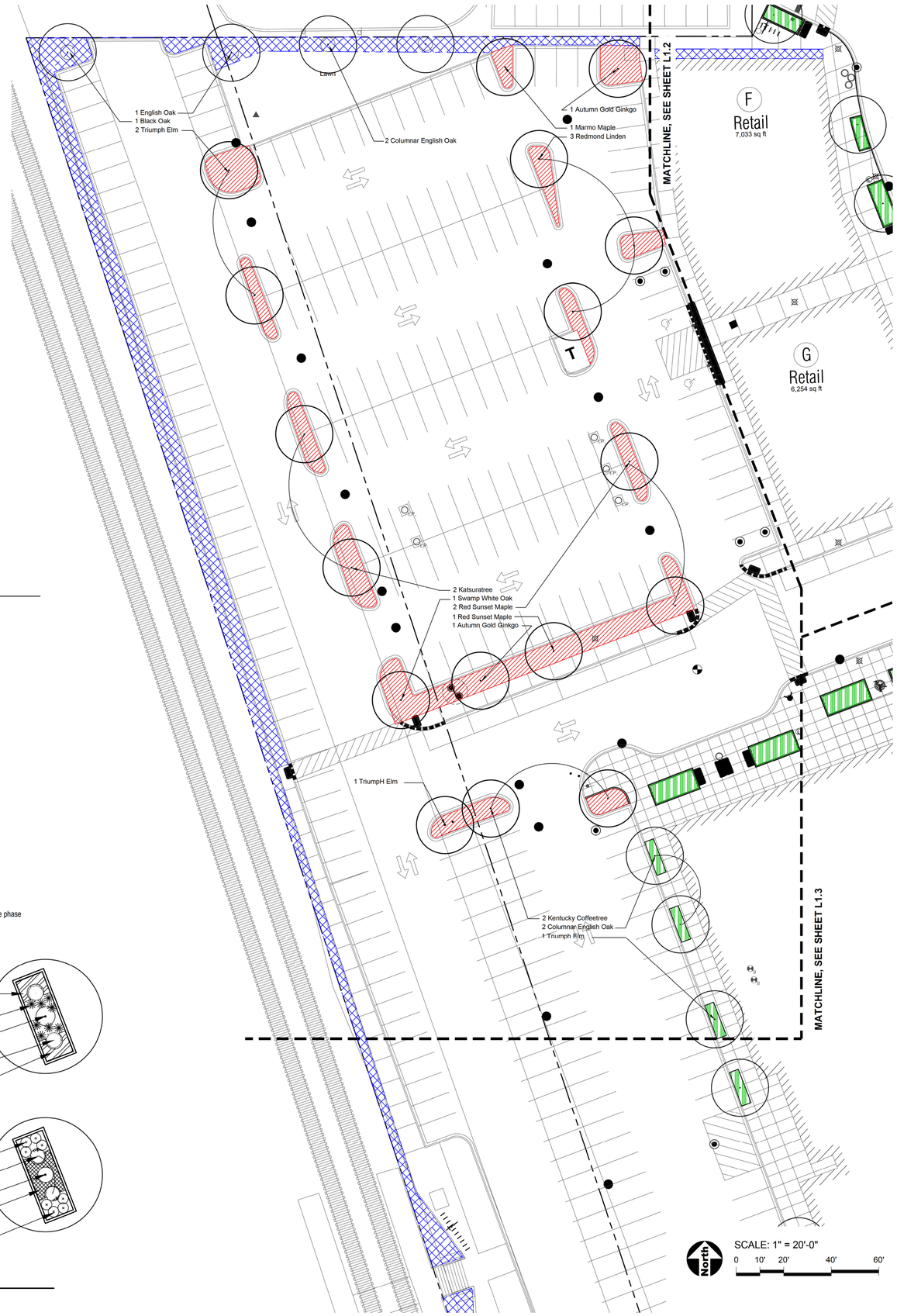
NUMBER

L1.0

2015 RTKL ASSOCIATES INC.

TIME:

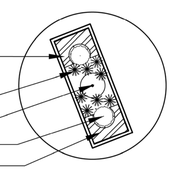
FILE NAME:



LEGEND

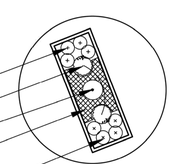
- Shade Tree
- Ornamental Tree
- Shrub
- Ornamental Grass
- Perennial and Groundcover (hatch symbol varies)
- Streetscape Landscape
- Parking Lot Island Landscape
- Open Space Landscape
  - Shrub and perennial planting to be determined during future phase

STREETSCAPE BED A



8 Rosy Returns Daylily
w/ 16 Cheerfulness Double Daffodil
8-Prairie Dropseed
Shade Tree Per Plan
2 Taunton Yew
8 Rosy Returns Daylily
w/ 16 Cheerfulness Double Daffodil

STREETSCAPE BED B



4 Walker's Low Catmint
2 Double Knockout Red Rose
Shade Tree Per Plan
36 Periwinkle with
24 Spring Beauty Crocus
4 Walker's Low Catmint

1 Typical Streetscape Beds
SCALE: 1" = 20'-0"

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PROJECT

WHEELING TOWN CENTER

WHEELING

Exhibit received September 20, 2016

CLIENT

WTC, LLC
500 LAKE COOK RD
SUITE #270
DEERFIELD, IL 60015

ISSUE DRAWING LOG

	9/1/16	Final PUD Submittal
	9/20/16	Final PUD Submittal

SEAL

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TITLE

LANDSCAPE PLAN

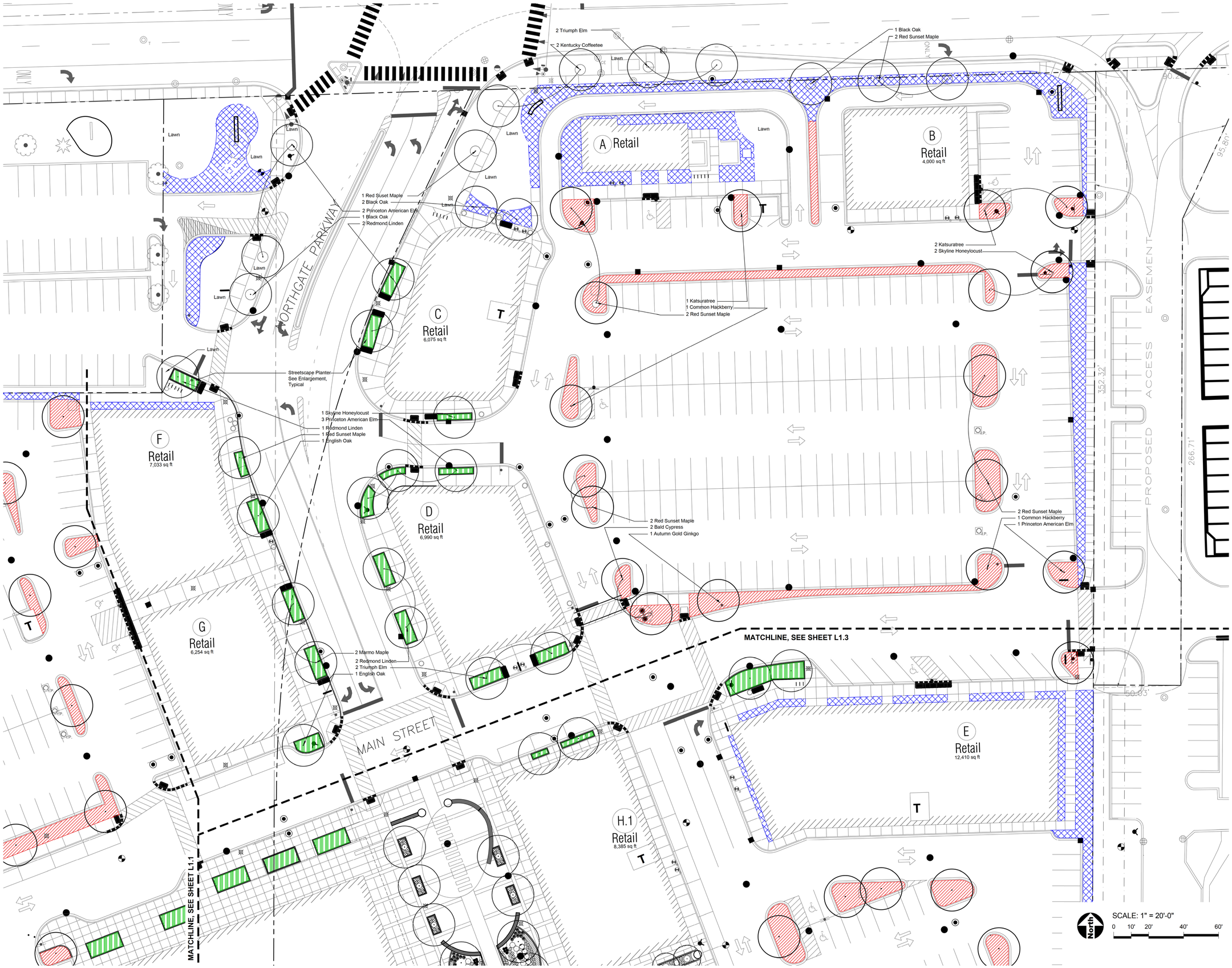
NUMBER

L1.1

2015 RTKL ASSOCIATES INC.

TIME

FILE NAME



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LANDSCAPE PLAN

NUMBER

L1.2

2015 RTKL ASSOCIATES INC.

TIME

FILE NAME

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SHEET IDENTIFICATION

TITLE

LANDSCAPE PLAN

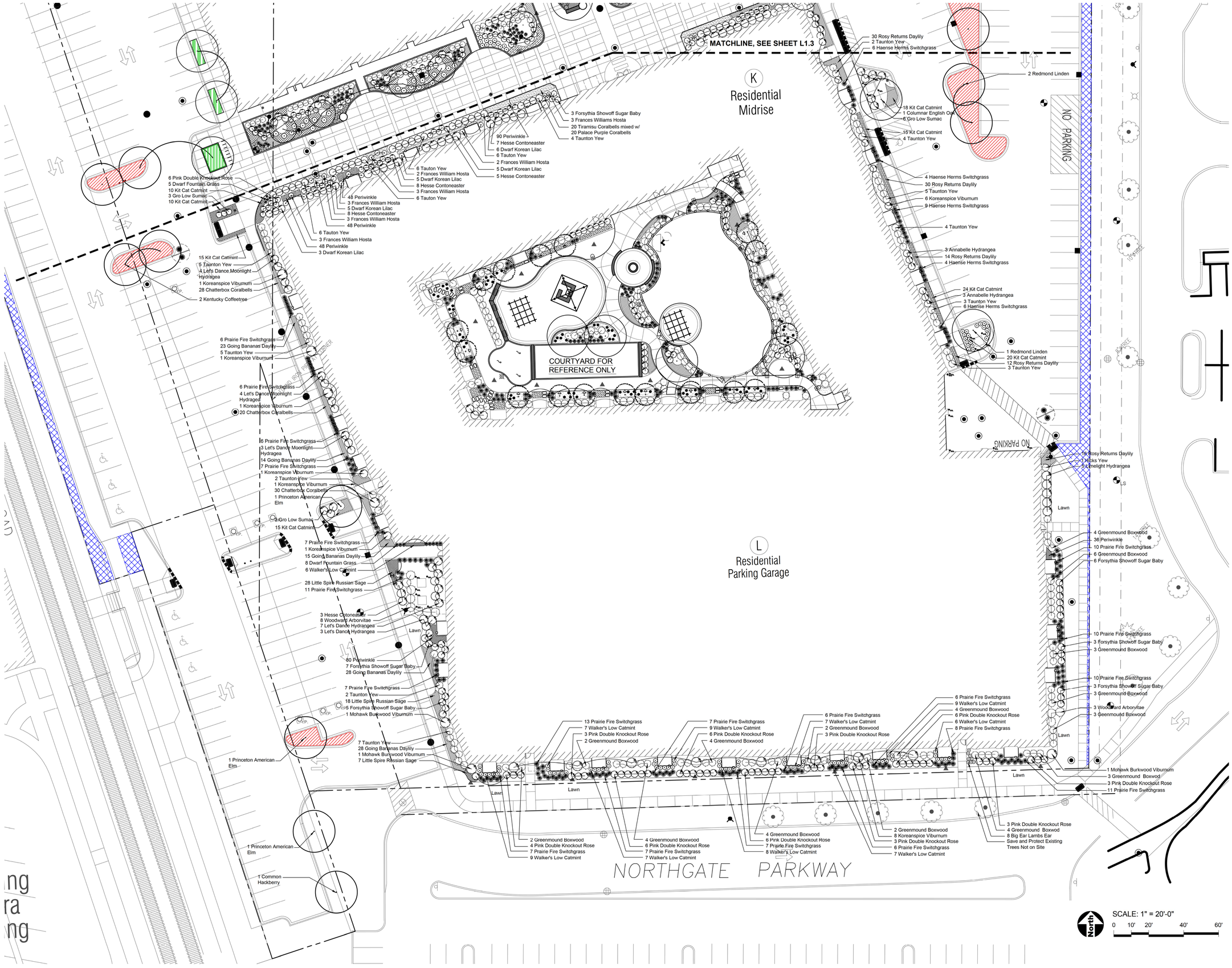
NUMBER

L1.3

2015 RTKL ASSOCIATES INC.

TIME

FILE NAME



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ISSUE DRAWING LOG

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	9/20/16	Final PUD Submittal

SEAL

SHEET IDENTIFICATION

TITLE

LANDSCAPE PLAN

NUMBER

L1.4

2015 RTKL ASSOCIATES INC.

TIME

FILE NAME

VILLAGE OF WHEELING LANDSCAPE ORDINANCE REQUIREMENTS

		Landscape Required	Landscape Proposed
Tree Preservation and Enhancement			
Replacement Trees			
	1.5 times the tree trunk diameter of the removed tree	1,065 caliper inches = 354 trees	17 site trees 55 parking lot trees 29 streetscape planter trees 29 village green trees 22 residential midrise trees = 152 shade trees total
Landscaping Requirements for Off-street Parking Areas			
Required Trees for Parking Lot Perimeter and Interior Applications			
	1 shade or ornamental tree for every fifteen parking spaces	717 total parking spaces / 15 spaces = 47.8 trees	55 shade trees
Interior Landscaping for Off-street Parking Areas			
	20 SF of interior landscape island or landscaped peninsula per stall	717 total parking spaces x 20 SF = 14,340 SF	14,668 SF interior landscape
	landscaped islands min 200 SF; landscaped peninsulas min 100 SF	variance requested	
	25% - 70% evergreens	meets ordinance	
	30" max height within vision triangle	meets ordinance	
Screening for Off-street Parking Areas			
	street frontage 8' greenbelt in width; 18" high at planting and 30" high at maturity	variance requested	
	6' greenbelt along all interior lot lines	variance requested	
Vision Triangle			
	2' or less in height or have clearance of eight (8) feet beneath the lowest branch or projection	meets ordinance	
Species Mix			
	10-19: 50% of any one species 20-39: 40% of any one species 40-59: 30% of any one species 60 or more: 20% of any one species	meets ordinance	
Plant Sizes			
	Deciduous Trees: 3" cal. Evergreen Trees: 6' ht. Ornamental Trees: 2" cal. Shrubs: 24" ht.	meets ordinance	

PLANT LIST - SITE LANDSCAPE

Shade Trees - Balled and Burlap

QTY	SIZE	BOTANICAL NAME	COMMON NAME
3	3" cal.	Acer rubrum 'Franksred'	Red Sunset Red Maple
2	3" cal.	Gymnocladus dioicus 'Espresso'	Kentucky Coffeetree (seedless)
3	3" cal.	Quercus robur	English Oak
5	3" cal.	Quercus velutina	Black Oak
2	3" cal.	Ulmus americana 'Princeton'	Princeton American Elm
2	3" cal.	Ulmus 'Morton Glory'	Triumph Elm
17	Total		

Evergreen Shrubs - Balled and Burlap or Pot

QTY	SIZE	BOTANICAL NAME	COMMON NAME
65	24" Ht. x 24" Spr.	Buxus x 'Green Mound'	Green Mound Boxwood
65	24" Ht. x 24" Spr.	Taxus x media 'Hicksii'	Hicks Yew
65	24" Ht. x 24" Spr.	Taxus x media 'Tauntonii'	Taunton Yew
195	Total		

Deciduous Shrubs - Balled and Burlap or Pot

QTY	SIZE	BOTANICAL NAME	COMMON NAME
65	#5 cont., 18" ht.	Cotoneaster 'Hessei'	Hesse Cotoneaster
30	#5 cont., 24" Ht.	Hydrangea arborescens 'Annabelle'	Annabelle Hydrangea
36	#5 cont., 18" Ht.	Hydrangea macrophylla 'Robert'	Let's Dance 'Moonlight' Hydrangea
65	#5 cont., 30" Ht.	Forsythia 'NIMBUS'	Forsthia Showoff Sugar Baby
65	#5 cont., 24" ht.	Syringa meyeri 'Palibin'	Dwarf Korean Lilac
134	#5 cont., 18" ht.	Rhus aromatica 'Gro-Low'	Gro-Low Fragrant Sumac
65	#5 cont., 18" ht.	Rosa var. 'Noaschnee'	Flower Carpet White Rose
122	#5 cont., 18" ht.	Rosa 'Radtko'	Red Double Knock Out Rose
65	#5 cont., 18" ht.	Rosa 'Radtkopink'	Pink Double Knock Out Rose
12	#5 cont., 18" ht.	Viburnum carlesii 'Compactum'	Koreanspice Viburnum
659	Total		

Perennials - Pots

QTY	SIZE	BOTANICAL NAME	COMMON NAME
97	#1 cont.	Hemerocallis 'Going Bananas'	Going Bananas Daylily
97	#1 cont.	Hemerocallis 'Summer Wine'	Summer Wine Daylily
73	#1 cont.	Heuchera micrantha 'Palace Purple'	Palace Purple Coralbells
97	#1 cont.	Nepeta racemosa 'Walker's Low'	Walker's Low Catmint
122	#1 cont.	Perovskia atriplicifolia 'Little Spire'	Little Spire Russian Sage
97	#1 cont.	Salvia nemorosa 'Haeumanarc'	Marcus Salvia
583	Total		

Ornamental Grasses - Pots

QTY	SIZE	BOTANICAL NAME	COMMON NAME
97	#1 cont.	Panicum virgatum 'Prairie Fire'	Prairie Fire Switchgrass
97	#1 cont.	Sporoblolus heterolepis	Prairie Dropseed
194	Total		

Groundcovers, Vines and Bulbs - Pot, Flat or Bulb

QTY	SIZE	BOTANICAL NAME	COMMON NAME
915	14 cm	Narcissus 'Cheerfulness'	Cheerfulness Double Daffodil
146	17 cm	Narcissus 'February Gold'	February Gold Daffodil
183	17 cm	Narcissus 'King Alfred'	King Alfred Daffodil
1464	3" cell	Vinca minor 'Dart's Blue'	Periwinkle
2708	Total		

PLANT LIST - PARKING LOT ISLANDS

Shade Trees - Balled and Burlap

QTY	SIZE	BOTANICAL NAME	COMMON NAME
1	3" cal.	Acer x freemanii 'Marmo'	Marmo Maple
10	3" cal.	Acer rubrum 'Franksred'	Red Sunset Red Maple
2	3" cal.	Celtis occidentalis	Common Hackberry
5	3" cal.	Cercidiphyllum japonicum	Katsuratree
7	3" cal.	Ginkgo biloba 'Autumn Gold'	Autumn Gold Ginkgo (male)
3	3" cal.	Gleditsia triacanthos var. inermis 'Skyline'	Skyline Honeylocust
5	3" cal.	Gymnocladus dioicus 'Espresso'	Kentucky Coffeetree (seedless)
1	3" cal.	Quercus bicolor	Swamp White Oak
1	3" cal.	Quercus robur	English Oak
2	3" cal.	Quercus velutina	Black Oak
2	3" cal.	Taxodium distichum	Bald Cypress
5	3" cal.	Tilia americana 'Redmond'	Redmond Linden
6	3" cal.	Ulmus americana 'Princeton'	Princeton American Elm
5	3" cal.	Ulmus 'Morton Glory'	Triumph Elm
55	Total		

Deciduous Shrubs - Balled and Burlap or Pot

QTY	SIZE	BOTANICAL NAME	COMMON NAME
250	#5 cont., 18" ht.	Cotoneaster 'Hessei'	Hesse Cotoneaster
250	#5 cont., 30" Ht.	Forsythia 'NIMBUS'	Forsthia Showoff Sugar Baby
285	#5 cont., 18" ht.	Rhus aromatica 'Gro-Low'	Gro-Low Fragrant Sumac
785	Total		

Perennials - Pots

QTY	SIZE	BOTANICAL NAME	COMMON NAME
600	#1 cont.	Hemerocallis 'Going Bananas'	Going Bananas Daylily
600	#1 cont.	Hemerocallis 'Rosy Returns'	Rosy Returns Daylily
103	#1 cont.	Nepeta racemosa 'Kit Cat'	Kit Cat Catmint
600	#1 cont.	Nepeta racemosa 'Walker's Low'	Walker's Low Catmint
600	#1 cont.	Perovskia atriplicifolia 'Little Spire'	Little Spire Russian Sage
2503	Total		

Ornamental Grasses - Pots

QTY	SIZE	BOTANICAL NAME	COMMON NAME
640	#1 cont.	Sporoblolus heterolepis	Prairie Dropseed
640	Total		

PLANT LIST - STREETSCAPE PLANTERS

Shade Trees - Balled and Burlap

QTY	SIZE	BOTANICAL NAME	COMMON NAME
2	3" cal.	Acer x freemanii 'Marmo'	Marmo Maple
2	3" cal.	Acer rubrum 'Franksred'	Red Sunset Red Maple
2	3" cal.	Celtis occidentalis	Common Hackberry
1	3" cal.	Ginkgo biloba 'Autumn Gold'	Autumn Gold Ginkgo (male)
1	3" cal.	Gleditsia triacanthos var. inermis 'Skyline'	Skyline Honeylocust
2	3" cal.	Gymnocladus dioicus 'Espresso'	Kentucky Coffeetree (seedless)
2	3" cal.	Quercus robur	English Oak
4	3" cal.	Quercus robur 'Fastigiata'	Columnar English Oak
5	3" cal.	Tilia americana 'Redmond'	Redmond Linden
3	3" cal.	Ulmus 'Morton Glory'	Triumph Elm
3	3" cal.	Ulmus americana 'Princeton'	Princeton American Elm
27	Total		

Ornamental Trees - Balled and Burlap

QTY	SIZE	BOTANICAL NAME	COMMON NAME
2	2" cal.	Syringa reticulata 'Ivory Silk'	Ivory Silk Japanese Tree Lilac
2	Total		

Evergreen Shrubs - Balled and Burlap or Pot

QTY	SIZE	BOTANICAL NAME	COMMON NAME
34	24" Ht. x 24" Spr.	Taxus x media 'Tauntonii'	Taunton Yew
34	Total		

Deciduous Shrubs - Balled and Burlap or Pot

QTY	SIZE	BOTANICAL NAME	COMMON NAME
34	#5 cont., 18" ht.	Rosa 'Radtko'	Red Double Knock Out Rose
34	Total		

Perennials - Pots

QTY	SIZE	BOTANICAL NAME	COMMON NAME
272	#1 cont.	Hemerocallis 'Rosy Returns'	Rosy Returns Daylily
136	#1 cont.	Nepeta racemosa 'Walker's Low'	Walker's Low Catmint
408	Total		

Ornamental Grasses - Pots

QTY	SIZE	BOTANICAL NAME	COMMON NAME
136	#1 cont.	Sporoblolus heterolepis	Prairie Dropseed
136	Total		

Groundcovers, Vines and Bulbs - Pot, Flat or Bulb

QTY	SIZE	BOTANICAL NAME	COMMON NAME
408	6 cm	Crocus sieberi 'Spring Beauty'	Spring Beauty Snow Crocus
544	14 cm	Narcissus 'Cheerfulness'	Cheerfulness Double Daffodil
612	3" cell	Vinca minor 'Dart's Blue'	Periwinkle
1564	Total		

PLANT LIST - VILLAGE GREEN

Shade Trees - Balled and Burlap

QTY	SIZE	BOTANICAL NAME	COMMON NAME
3	3" cal.	Acer x freemanii 'Marmo'	Marmo Maple
7	3" cal.	Gleditsia triacanthos var. inermis 'Skyline'	Skyline Honeylocust
7	3" cal.	Tilia americana 'Redmond'	Redmond Linden
17	Total		

Ornamental Trees - Balled and Burlap

QTY	SIZE	BOTANICAL NAME	COMMON NAME
5	6' Clump(3-5 stem)	Amelanchier grandiflora 'Autumn Brilliance'	Autumn Brilliance Apple Serviceberry
3	6' Clump(3-5 stem)	Cercis canadensis	Eastern Redbud
4	2" cal.	Syringa pekinensis 'Morton'	China Snow Peking Lilac
12	Total		

Evergreen Shrubs - Balled and Burlap or Pot

QTY	SIZE	BOTANICAL NAME	COMMON NAME
60	24" Ht. x 24" Spr.	Buxus x 'Green Mound'	Green Mound Boxwood
38	24" Ht. x 24" Spr.	Taxus x media 'Tauntonii'	Taunton Yew
98	Total		

Deciduous Shrubs - Balled and Burlap or Pot

QTY	SIZE	BOTANICAL NAME	COMMON NAME
9	#5 cont., 24" Ht.	Hydrangea arborescens 'Annabelle'	Annabelle Hydrangea
15	#5 cont., 18" Ht.	Hydrangea macrophylla 'Robert'	Let's Dance 'Moonlight' Hydrangea
11	#5 cont., 30" Ht.	Forsythia 'NIMBUS'	Forsythia Showoff Sugar Baby
3	#5 cont., 18" ht.	Rosa var. 'Noaschnee'	Flower Carpet White Rose
20	#5 cont., 18" ht.	Rosa 'Radtko'	Red Double Knock Out Rose
41	#5 cont., 18" ht.	Rosa 'Radtkopink'	Pink Double Knock Out Rose
1	#5 cont., 18" ht.	Viburnum carlesii 'Compactum'	Koreanspice Viburnum
100	Total		

Perennials - Pots

QTY	SIZE	BOTANICAL NAME	COMMON NAME
52	#1 cont.	Echinacea purpurea 'Magnus'	Purple Coneflower
183	#1 cont.	Hemerocallis 'Going Bananas'	Going Bananas Daylily
14	#1 cont.	Hemerocallis 'Rosy Returns'	Rosy Returns Daylily
88	#1 cont.	Hemerocallis 'Summer Wine'	Summer Wine Daylily
32	#1 cont.	Heuchera 'Tiramisu'	Tiramisu Coralbells
25	#1 cont.	Heuchera micrantha 'Palace Purple'	Palace Purple Coralbells
28	#1 cont.	Heuchera sanguinea 'Chatterbox'	Chatterbox Coral Bells
24	#1 cont.	Hosta 'August Moon'	August Moon Hosta
11	#1 cont.	Hosta sieboldiana 'Frances Williams'	Frances Williams Hosta
112	#1 cont.	Nepeta racemosa 'Walker's Low'	Walker's Low Catmint
56	#1 cont.	Perovskia atriplicifolia 'Little Spire'	Little Spire Russian Sage
60	#1 cont.	Salvia nemorosa 'Haeumanarc'	Marcus Salvia
26	#1 cont.	Salvia x sylvestris 'Blauhugel'	Blue Hill Salvia
711	Total		

Ornamental Grasses - Pots

QTY	SIZE	BOTANICAL NAME	COMMON NAME
58	#1 cont.	Calamagrostis x acutiflora 'Karl Foerster	Feather Reed Grass
13	#1 cont.	Panicum virgatum 'Prairie Fire'	Prairie Fire Switchgrass
18	#1 cont.	Pennisetum alopecuroides 'Hameln'	Dwarf Fountain Grass
72	#1 cont.	Sporoblolus heterolepis	Prairie Dropseed
103	Total		

Groundcovers, Vines and Bulbs - Pot, Flat or Bulb

QTY	SIZE	BOTANICAL NAME	COMMON NAME
160	20cm	Allium 'Globemaster'	Globemaster Allium
24	#1 cont.-50%mix	Clematis 'Jackmanii'	Jackman's Clematis
24	#1 cont.-50%mix	Clematis ternifiora	Sweet Autumn Clematis
150	6 cm	Crocus sieberi 'Spring Beauty'	Spring Beauty Snow Crocus
250	6 cm	Crocus tommassinianus 'Roseus'	Pink Snow Crocus
1200	9 cm	Crocus vernus 'Jeanne d'Arc'	Jeanne d'Arc Giant Dutch Crocus
190	14 cm	Narcissus 'Cheerfulness'	Cheerfulness Double Daffodil
120	17 cm	Narcissus 'February Gold'	February Gold Daffodil
200	17 cm	Narcissus 'King Alfred'	King Alfred Daffodil
40	14 cm	Tulipa 'Angelique'	Angelique Tulip
1872	3" cell	Vinca minor 'Dart's Blue'	Periwinkle
4230	Total		

PLANT LIST - RESIDENTIAL MIDRISE FOUNDATION

Ornamental Trees - Balled and Burlap

QTY	SIZE	BOTANICAL NAME	COMMON NAME
1	6' Clump(3-5 stem)	Amelanchier grandiflora 'Autumn Brilliance'	Autumn Brilliance Apple Serviceberry
1	Total		

Evergreen Shrubs - Balled and Burlap or Pot

QTY	SIZE	BOTANICAL NAME	COMMON NAME
50	24" Ht. x 24" Spr.	Buxus x 'Green Mound'	Green Mound Boxwood
1	24" Ht. x 24" Spr.	Taxus x media 'Hicksii'	Hicks Yew
83	24" Ht. x 24" Spr.	Taxus x media 'Tauntonii'	Taunton Yew
11	36" Ht. x 24" Spr.	Thuja occidentalis 'Woodwardii'	Woodward Arborvitae
145	Total		

Deciduous Shrubs - Balled and Burlap or Pot

QTY	SIZE	BOTANICAL NAME	COMMON NAME
38	#5 cont., 18" ht.	Cotoneaster 'Hessei'	Hesse Cotoneaster
11	#5 cont., 24" Ht.	Hydrangea arborescens 'Annabelle'	Annabelle Hydrangea
21	#5 cont., 18" Ht.	Hydrangea macrophylla 'Robert'	Let's Dance 'Moonlight' Hydrangea
5	#5 cont., 24" Ht.	Hydrangea paniculata 'Limelight'	Limelight Hydrangea
36	#5 cont., 30" Ht.	Forsythia 'NIMBUS'	Forsythia Showoff Sugar Baby
34	#5 cont., 24" ht.	Syringa meyeri 'Palibin'	Dwarf Korean Lilac
49	#5 cont., 18" ht.	Rosa 'Radtkopink'	Pink Double Knock Out Rose
20	#5 cont., 18" ht.	Viburnum carlesii 'Compactum'	Koreanspice Viburnum
3	#5 cont., 36" ht.	Viburnum x burkwoodii 'Mohawk'	Mohawk Burkwood Viburnum
217	Total		

Perennials - Pots

QTY	SIZE	BOTANICAL NAME	COMMON NAME
108	#1 cont.	Hemerocallis 'Going Bananas'	Going Bananas Daylily
102	#1 cont.	Hemerocallis 'Rosy Returns'	Rosy Returns Daylily
55	#1 cont.	Heuchera 'Tiramisu'	Tiramisu Coralbells
55	#1 cont.	Heuchera micrantha 'Palace Purple'	Palace Purple Coralbells
78	#1 cont.	Heuchera sanguinea 'Chatterbox'	Chatterbox Coral Bells
25	#1 cont.	Hosta sieboldiana 'Frances Williams'	Frances Williams Hosta
49	#1 cont.	Nepeta racemosa 'Kit Cat'	Kit Cat Catmint
75	#1 cont.	Nepeta racemosa 'Walker's Low'	Walker's Low Catmint
53	#1 cont.	Perovskia atriplicifolia 'Little Spire'	Little Spire Russian Sage
8	#1 cont.	Stachys byzantina 'Big Ears'	Big Ears Lamb's Ear
608	Total		

Ornamental Grasses - Pots

QTY	SIZE	BOTANICAL NAME	COMMON NAME
158	#1 cont.	Panicum virgatum 'Prairie Fire'	Prairie Fire Switchgrass
29	#1 cont.	Panicum virgatum 'Haense Herms'	Haense Herms Switchgrass
13	#1 cont.	Pennisetum alopecuroides 'Hameln'	Dwarf Fountain Grass
200	Total		

Groundcovers, Vines and Bulbs - Pot, Flat or Bulb

QTY	SIZE	BOTANICAL NAME	COMMON NAME
542	3" cell	Vinca minor 'Dart's Blue'	Periwinkle
542	Total		

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UPLAND PROJECT NUMBER 486

PROJECT

WHEELING TOWN CENTER

WHEELING

Exhibit received September 20, 2016

CLIENT

WTC, LLC
500 LAKE COOK RD
SUITE #270
DEERFIELD, IL 60015

ISSUE DRAWING LOG

	9/11/16	Final PUD Submittal
	9/20/16	Final PUD Submittal

SEAL

SHEET IDENTIFICATION

TITLE

LANDSCAPE PLANT LIST

NUMBER

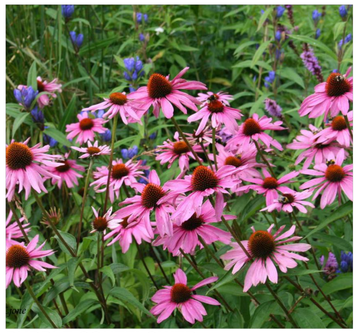
L1.5

2015 RTKL ASSOCIATES INC.

TIME

FILE NAME

ANNABELLE HYDRANGEA
Hydrangea arborescens 'Annabelle'



PURPLE CONEFLOWER
Echinacea purpurea 'Magnus'

KING ALFRED DAFFODIL
Narcissus 'King Alfred'

SUMMER WINE DAYLILY
Hemerocallis 'Summer Wine'

GLOBEMASTER ALIUM
Allium 'Globemaster'

DWARF KOREAN LILAC
Syringa meyeri 'Palibin'

GRO-LOW SUMAC
Rhus aromatica 'Gro-Low'

KIT CAT CATMINT
Nepeta racemosa 'Kit Cat'

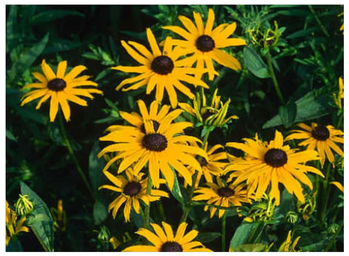
SNOWCAP SHASTA DAISY
Leucanthemum × superbum 'Snowcap'

PRAIRIE FIRE SWITCHGRASS
Panicum virgatum 'Prairie Fire'

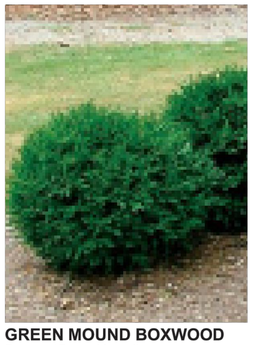
DOUBLE KNOCKOUT ROSE
Rosa 'Radtko'

PRAIRIE DROPSEED
Sporoblolus heterolepis

RUSSIAN SAGE
Perovskia atriplicifolia



GOLDSTRUM BLACK EYED SUSAN
Rudbeckia fulgida 'Goldsturm'

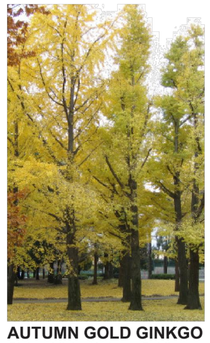


GREEN MOUND BOXWOOD
Buxus x 'Green Mound'

TAUNTON YEW
Taxus x media 'Tauntonii'

WOODWARD ARBORVITAE
Thuja occidentalis 'Woodwardii'

MARMO MAPLE
Acer x freemanii 'Marmo'



AUTUMN GOLD GINKGO
Ginkgo biloba 'Autumn Gold'

SWAMP WHITE OAK
Quercus bicolor

KENTUCKY COFFEE TREE
Gymnocladus dioicus 'Espresso'

PRAIRIEFIRE CRAB
Malus 'Prairifire'

NOTE:
THESE PLANTS ARE INCLUDED IN THE PLANTING PLANS. NOT ALL PLANTS ARE SHOWN.

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UPLAND PROJECT NUMBER 486

PRO:ECT

WHEELING TOWN CENTER

CLIENT

WTC, LLC
500 LA: E COO: RD
SUITE :270
DEERFIELD, IL 60015

ISSUE DRAWING LOG

	9/1/16	Final PUD Submittal
	9/20/16	Final PUD Submittal

SEAL

SHEET IDENTIFICATION

TITLE

LANDSCAPE PLANT PALETTE

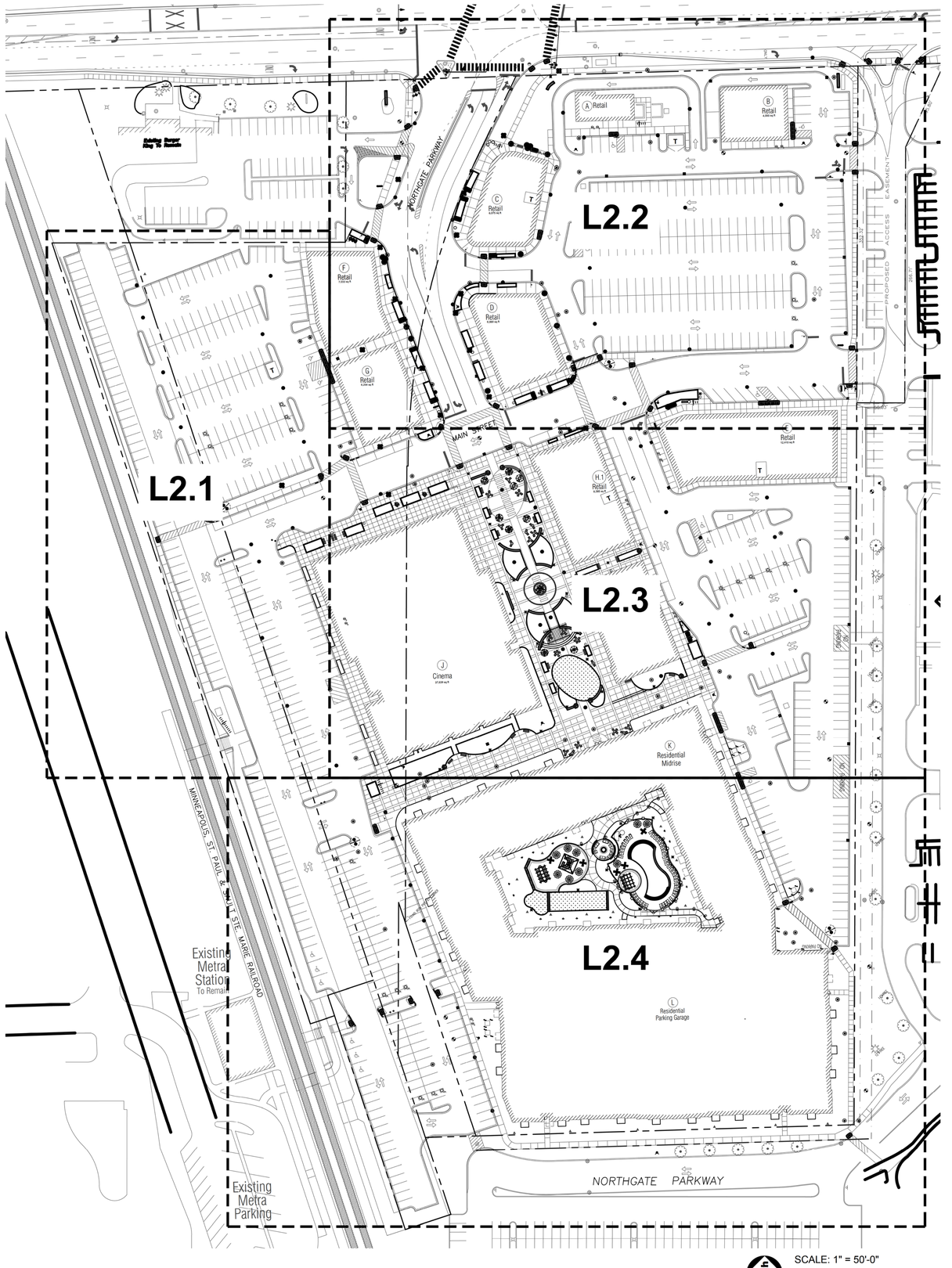
NUMBER

L1.6

2015 RT: L ASSOCIATES INC.

TIME:

FILE NAME:



GENERAL NOTES: LAYOUT

1. It is the responsibility of the Contractor to perform layout of all project elements and points for review by Owner prior to construction. (This work is considered incidental to the project and not paid as a separate bid item).
2. Paving radii shall be formed completely and shall smoothly transition into tangents and adjoining lines.
3. All built elements inclusive of walks, drives, rails and paved areas are to follow ADA per incorporated specifications. Any deviation shall be removed and reinstalled to follow this law.
4. Transitions between paving types (i.e. concrete to asphalt) shall be smooth. Transitions not to exceed 1/8" vertical or horizontal difference.
5. All footings shall be a minimum of 42" deep below finished grade. Where the construction documents or manufacturer specifies deeper footings, those dimensions supercede this note.
6. Finished surfaces to be smooth and even with no abrupt or awkward changes in grade. Paving to meet adjacent grades flush and smooth.
7. No excavations are to be left open to foul weather, rain, snow, etc. which would necessitate further excavation and additional sub grade materials.
8. The contractor shall be responsible for all materials and quantities as required to complete the work in accordance with the plans and specifications. The contractor will notify the Owner's Representative in writing of any discrepancies or changes required to complete the work before any action may be taken. All changes or change orders must be approved by the Owner's Representative and Owner before any changes are executed.
9. Contractor shall follow Village of Wheeling permit requirements as part of the project.

REFERENCED SPECIFICATIONS AND CODES

1. The Standard Specifications for Road and Bridge Construction (SSRBC), adopted April 1, 2016 adopted by the Illinois department of Transportation, and all amendments thereto the design manual, highway standards, and the culvert manual, also prepared by the Illinois Department of Transportation.
2. The Americans with Disabilities Act and the Illinois Accessibility Code.
3. The Illinois Procedures and Standards for Urban Soil Erosion and Sedimentation Control, and IEPA Standards and Specifications for Soil Erosion and Sedimentation Control.
4. U.S. Soil Conservation Service Field Engineering Handbook
5. All codes and ordinances of the Village of Wheeling, United States Army Corp of Engineers, Illinois Department of Natural Resources, County Soil and Water Conservation Districts , and all agencies having jurisdiction.
6. All requirements of the Occupational Safety and Health Administration.
7. The cited standard specifications, codes and permits, with these construction plans and details, are all to be considered part of the work, incidental items or accessories necessary to complete this work may not be specifically noted but are considered a part of these improvements.
8. In case of conflict, the more restrictive provision shall apply.

LEGEND

- Bench
- Table
- Umbrella
- Chairs
- Litter Receptacle
- Bike Rack
- Round Planter Pot

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PROJECT

WHEELING TOWN CENTER

WHEELING

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ISSUE DRAWING LOG

	9/1/16	Final PUD Submittal
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SEAL

SHEET IDENTIFICATION

TITLE

OVERALL LAYOUT PLAN & SHEET KEY

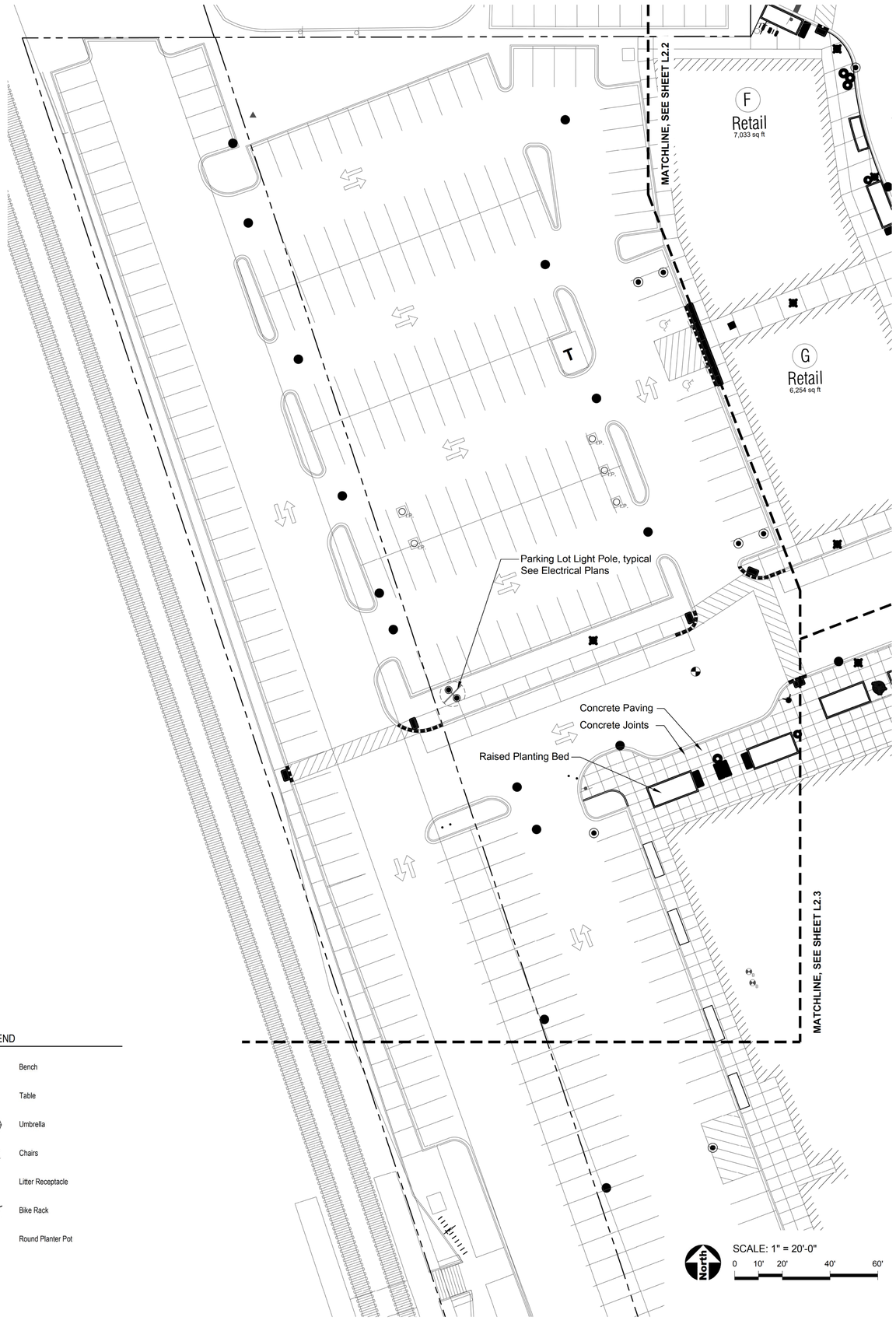
NUMBER

L2.0

2015 RTKL ASSOCIATES INC.

TIME:

FILE NAME:



LEGEND

- Bench
- Table
- Umbrella
- Chairs
- Litter Receptacle
- Bike Rack
- Round Planter Pot

TIME:

FILE NAME:

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PROJECT

WHEELING TOWN CENTER

WHEELING

Exhibit received September 20, 2016

CLIENT

WTC, LLC
500 LAKE COOK RD
SUITE #270
DEERFIELD, IL 60015

ISSUE DRAWING LOG

	9/1/16	Final PUD Submittal
	9/20/16	Final PUD Submittal

SEAL

SHEET IDENTIFICATION

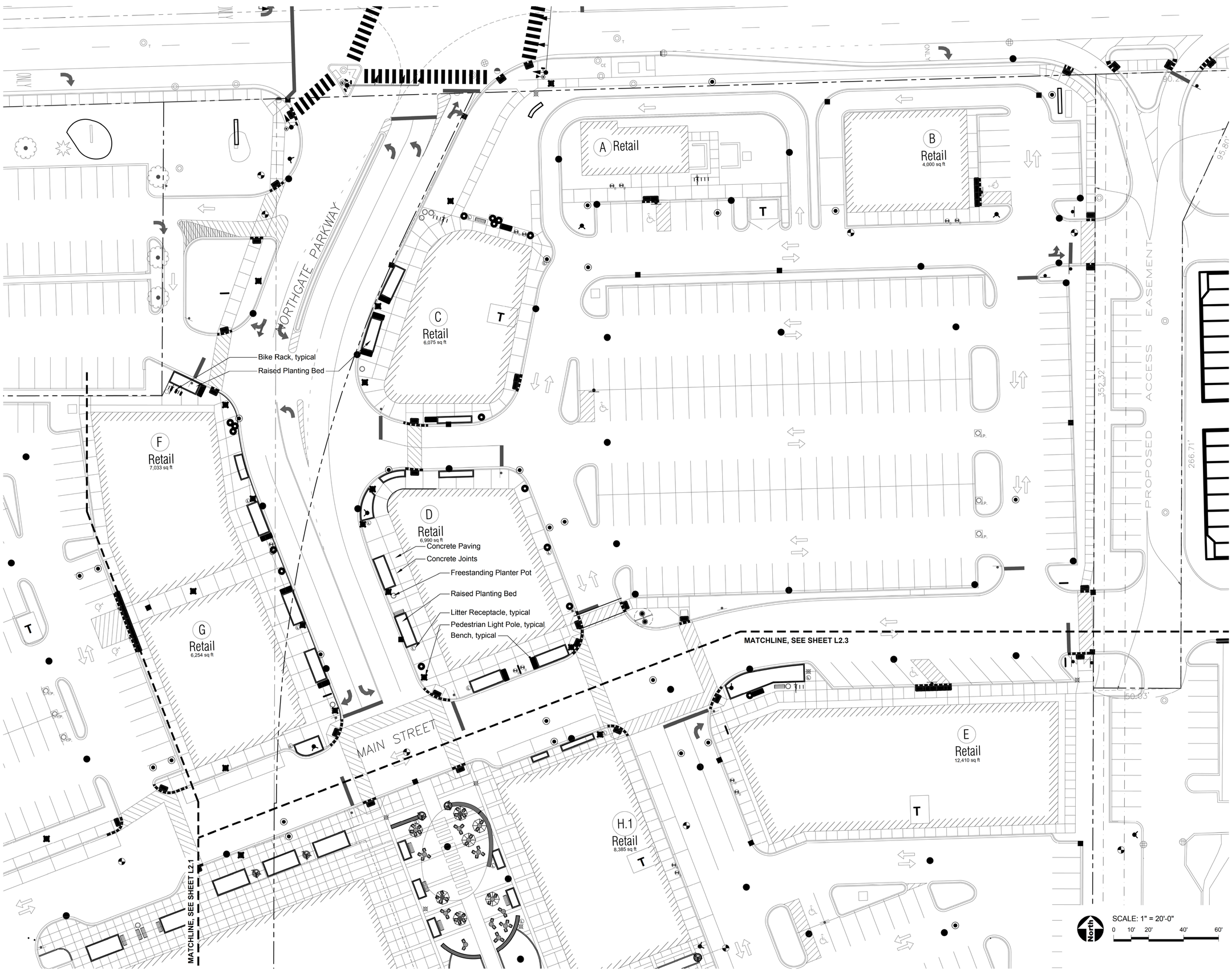
TITLE

LAYOUT PLAN

NUMBER

L2.1

2015 RTKL ASSOCIATES INC.



RTKL SM

AN ARCADIS COMPANY

RTKL ASSOCIATES INC.
200 S. MICHIGAN AVENUE
CHICAGO, IL 60604
312-542-5900 MAIN
312-542-5901 FAX
WWW.RTKL.COM
PROJECT NUMBER 030-120019.01

CONSULTANT

uplandDesign ltd
Landscape Architecture & Park Planning
564 W Randolph St, Chicago, Illinois 60606
24042 Lockport St, Plainfield, Illinois 60544
815-254-0091 www.uplandDesign.com
UPLAND PROJECT NUMBER 486

PROJECT

WHEELING TOWN CENTER

WHEELING

Exhibit received September 20, 2016

CLIENT

WTC, LLC
500 LAKE COOK RD
SUITE #270
DEERFIELD, IL 60015

ISSUE DRAWING LOG

	9/1/16	Final PUD Submittal
	9/20/16	Final PUD Submittal

SEAL

SHEET IDENTIFICATION

TITLE

LAYOUT PLAN - NORTHGATE PARKWAY

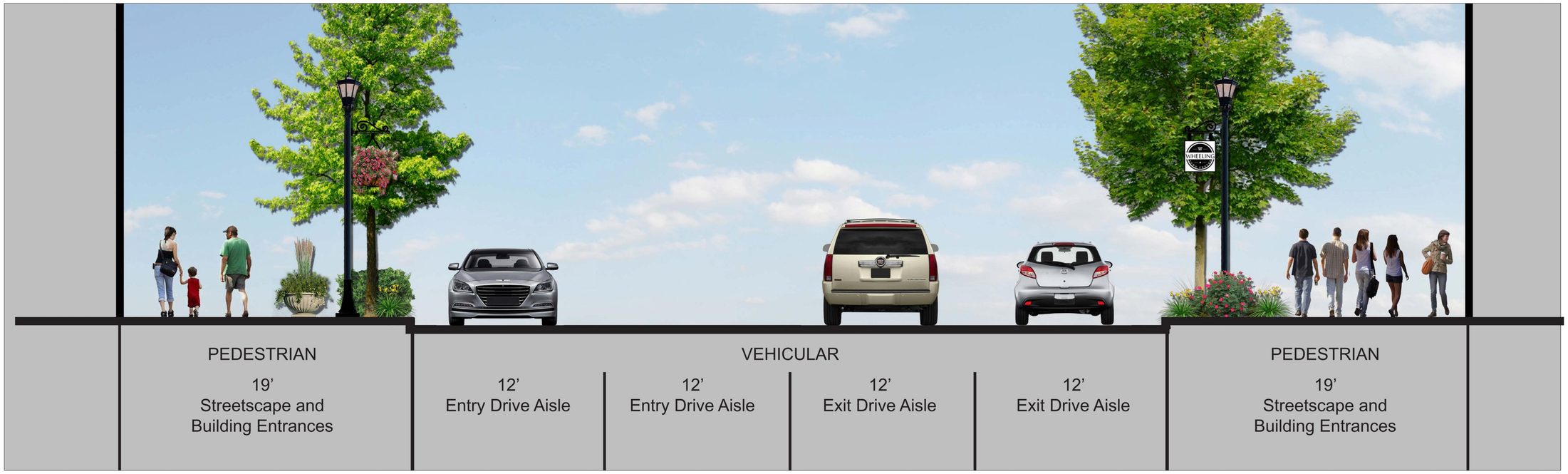
NUMBER

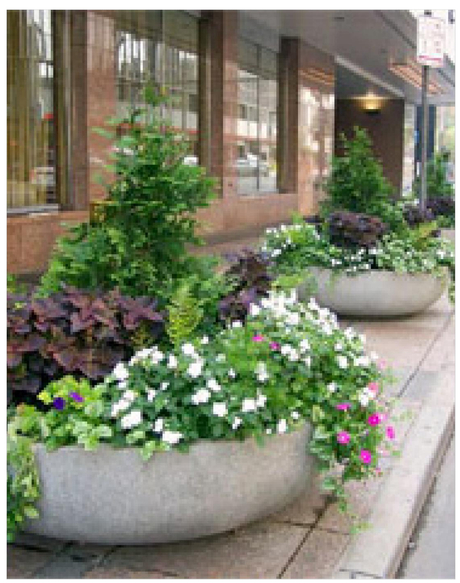
L2.2

2015 RTKL ASSOCIATES INC.

TIME:

FILE NAME:





RTKL SM

AN ARCADIS COMPANY

RT: L ASSOCIATES INC.
200 S. MICHIGAN AVENUE
CHICAGO, IL 60604
312.542.5900 MAIN
312.542.5901 FA:
WWW.RT: L.COM
PRO: ECT NUMBER 030.120019.01

CONSULTANT

uplandDesign ltd
Landscape Architecture & Park Planning
564 W Randolph St, Chicago, Illinois 60606
24042 Lockport St, Plainfield, Illinois 60544
815-254-0091 www.uplandDesign.com
UPLAND PROJECT NUMBER 486

PRO: ECT

WHEELING TOWN CENTER

CLIENT

WTC, LLC
500 LA: E COO: RD
SUITE : 270
DEERFIELD, IL 60015

ISSUE DRAWING LOG

	9/1/16	Final PUD Submittal
	9/20/16	Final PUD Submittal

SEAL

SHEET IDENTIFICATION

TITLE

NORTHGATE PARKWAY

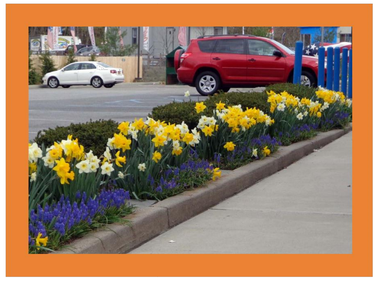
NUMBER

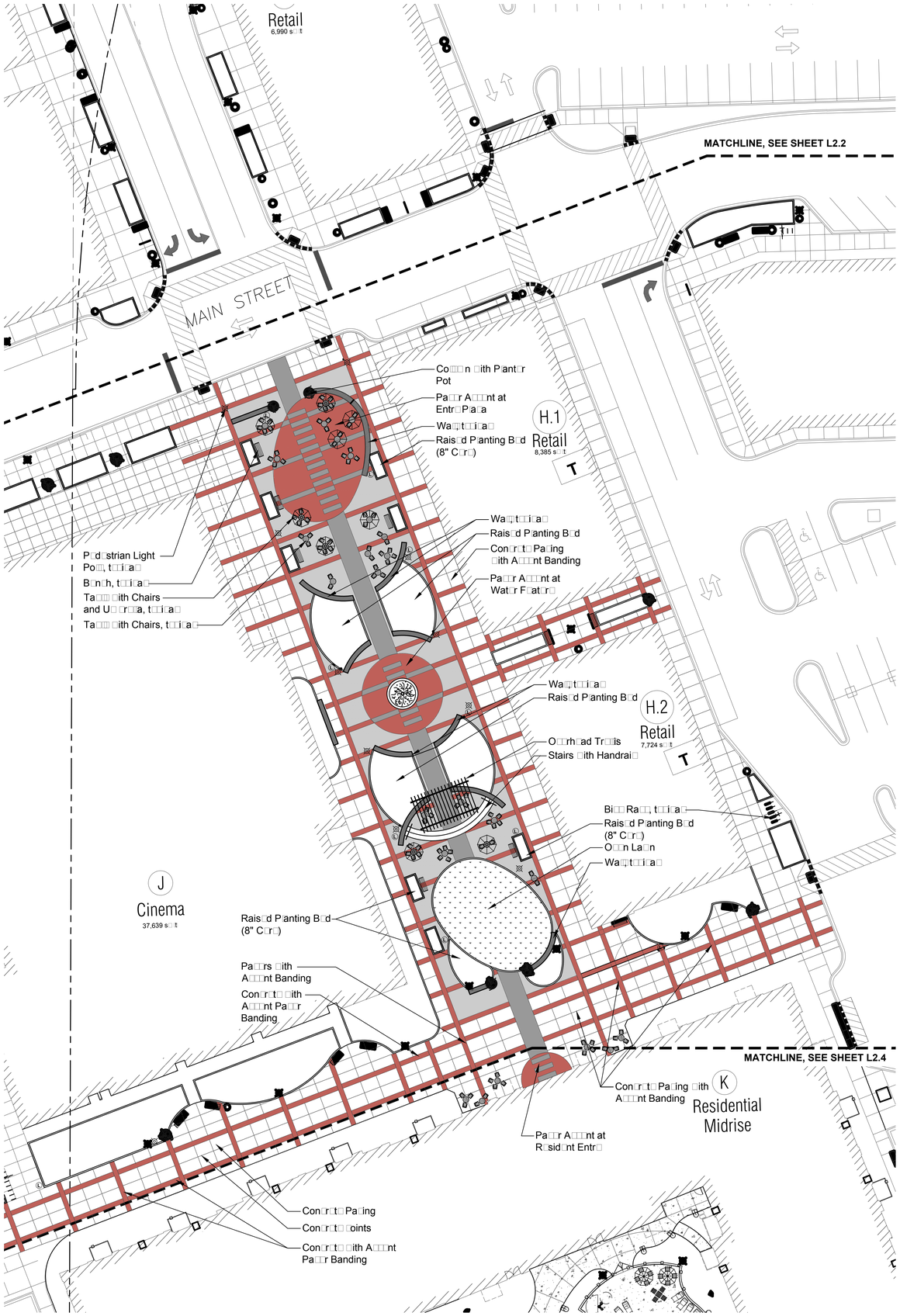
L2.21

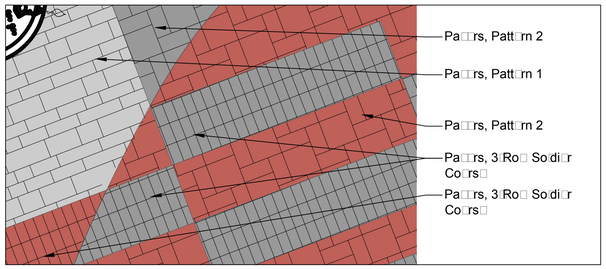
2015 RT: L ASSOCIATES INC.

TIME:

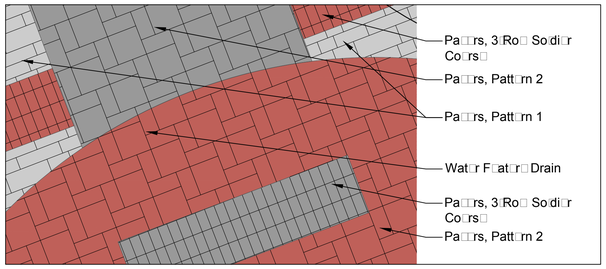
FILE NAME:



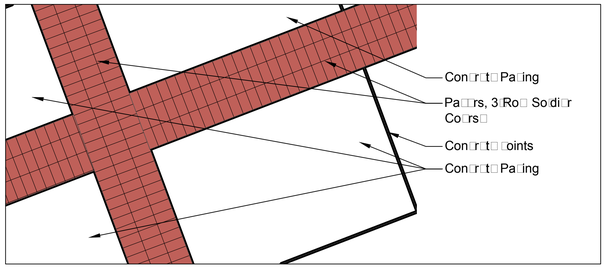




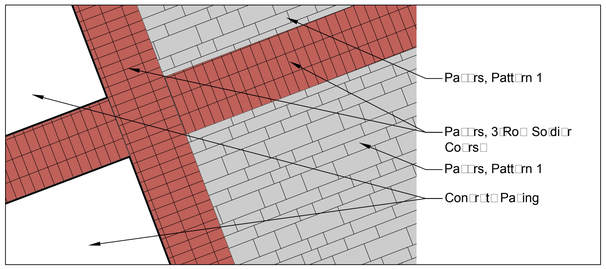
PAVER ACCENT AT ENTRY PLAZA AND RESIDENT ENTRY



PAVER ACCENT AT WATER FEATURE



CONCRETE WITH ACCENT PAVER BANDING



PAVERS WITH ACCENT BANDING

SCALE: 1" = 20'□0"

0 10' 20' 40' 60'

RTKL SM

AN ARCADIS COMPANY

RT□ L ASSOCIATES INC.
200 S. MICHIGAN AVENUE
CHICAGO, IL 60604
312.542.5900 MAIN
312.542.5901 FA□
WWW.RT□L.COM
PRO□ECT NUMBER 030□120019.01

CONSULTANT

uplandDesign□td

Landscape Architecture & Park Planning
564 W Randolph St, Chicago, Illinois 60606
24042 Lockport St, Plainfield, Illinois 60544
815-254-0091 www.uplandDesign.com
UPLAND PROJECT NUMBER 486

PRO□ECT

WHEELING TOWN CENTER

WHEELING

CLIENT

WTC, LLC
500 LA□E COO□□RD
SUITE □270
DEERFIELD, IL 60015

ISSUE DRAWING LOG

	9/1/16	Final PUD Submittal
	9/20/16	Final PUD Submittal

SEAL

SHEET IDENTIFICATION

TITLE

LAYOUT PLAN - VILLAGE GREEN

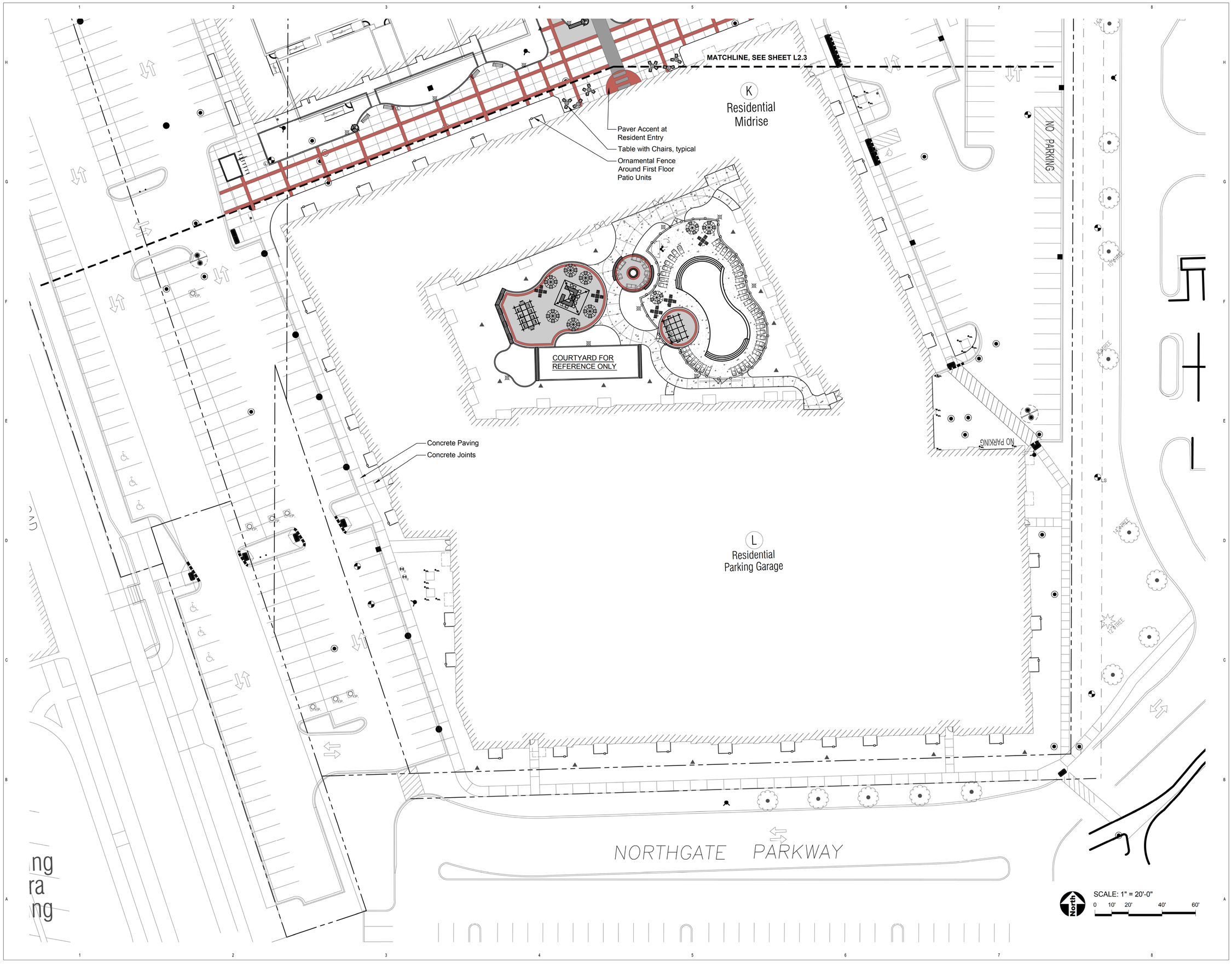
NUMBER

L2.3

2015 RT□L ASSOCIATES INC.

TIME:

FILE NAME:



RTKL SM

AN ARCADIS COMPANY

RTKL ASSOCIATES INC.
200 S. MICHIGAN AVENUE
CHICAGO, IL 60604
312-542-5900 MAIN
312-542-5901 FAX
WWW.RTKL.COM
PROJECT NUMBER 030-120019.01

CONSULTANT

uplandDesign ltd
Landscape Architecture & Park Planning
564 W Randolph St, Chicago, Illinois 60606
24042 Lockport St, Plainfield, Illinois 60544
815-254-0091 www.uplandDesign.com
UPLAND PROJECT NUMBER 486

PROJECT

WHEELING TOWN CENTER

Exhibit received September 20, 2016

CLIENT

WTC, LLC
500 LAKE COOK RD
SUITE #270
DEERFIELD, IL 60015

ISSUE DRAWING LOG

	9/1/16	Final PUD Submittal
	9/20/16	Final PUD Submittal

SEAL

SHEET IDENTIFICATION

TITLE

LAYOUT PLAN

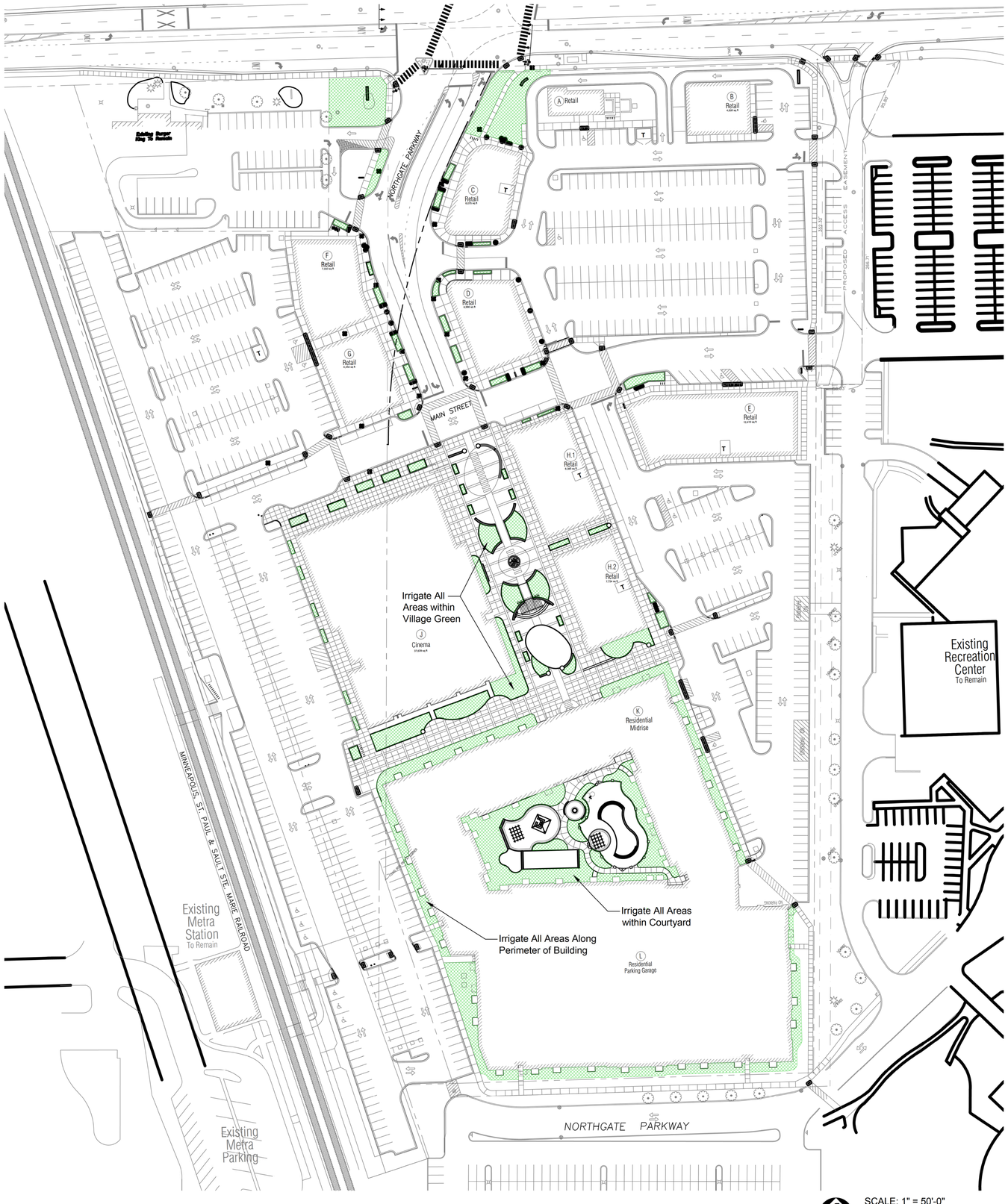
NUMBER

L2.4

2015 RTKL ASSOCIATES INC.

TIME

FILE NAME



LEGEND

Irrigation Areas

RTKL SM

AN ARCADIS COMPANY

RTKL ASSOCIATES INC.
200 S. MICHIGAN AVENUE
CHICAGO, IL 60604
312-542-5900 MAIN
312-542-5901 FAX
WWW.RTKL.COM
PROJECT NUMBER 030-120019.01

CONSULTANT

uplandDesign ltd
Landscape Architecture & Park Planning
564 W Randolph St, Chicago, Illinois 60606
24042 Lockport St, Plainfield, Illinois 60544
815-254-0091 www.uplandDesign.com
UPLAND PROJECT NUMBER 486

PROJECT

WHEELING TOWN CENTER

WHEELING

Exhibit received September 20, 2016

CLIENT

WTC, LLC
500 LAKE COOK RD
SUITE #270
DEERFIELD, IL 60015

ISSUE DRAWING LOG

	9/1/16	Final PUD Submittal
	9/20/16	Final PUD Submittal

SEAL

SHEET IDENTIFICATION

TITLE

IRRIGATION PLAN

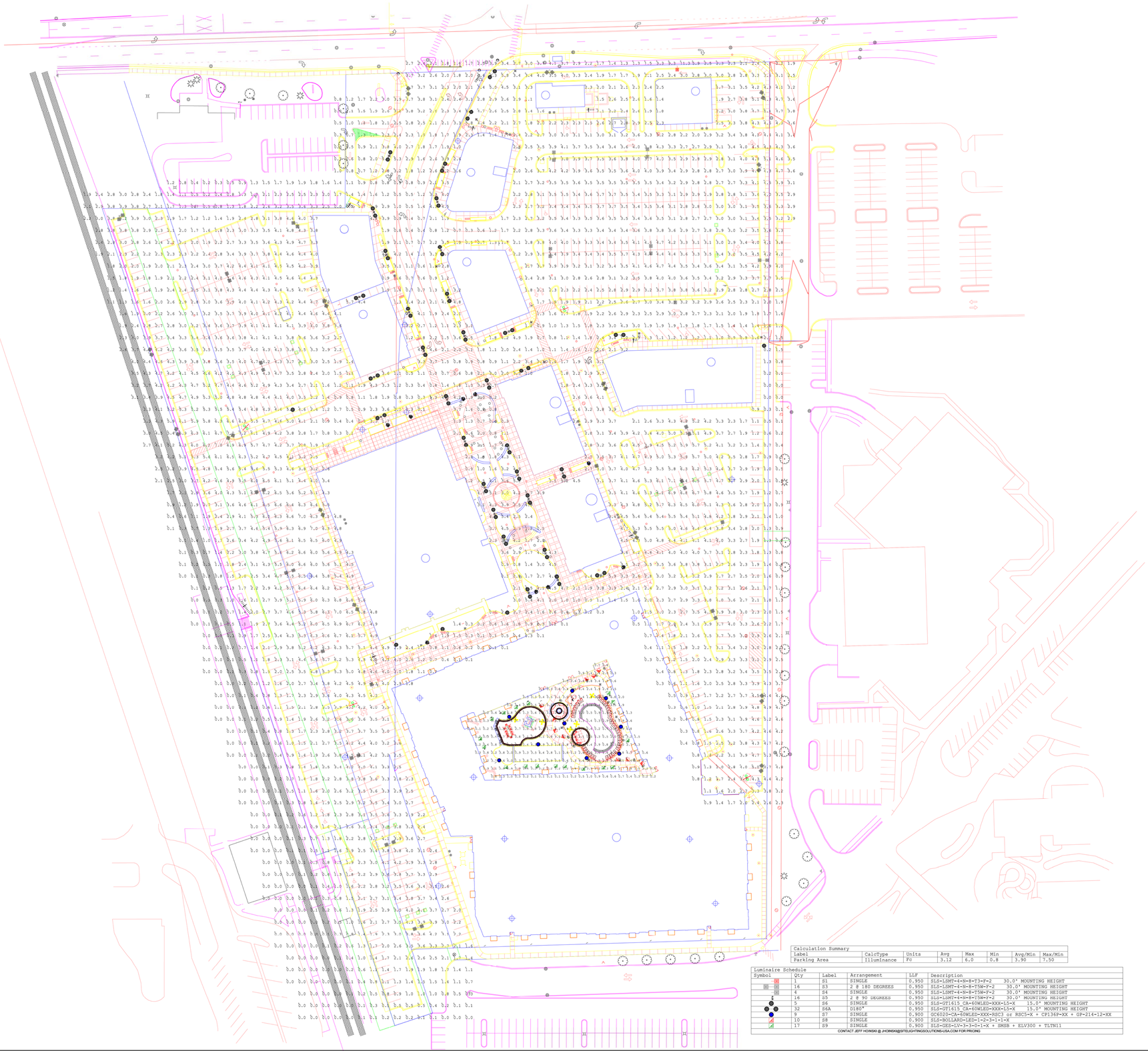
NUMBER

L3.0

2015 RTKL ASSOCIATES INC.

TIME:

FILE NAME:



Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Parking Area	Illuminance	Fc	3.12	6.0	0.8	3.90	7.50

Luminaire Schedule					
Symbol	Qty	Label	Arrangement	LLF	Description
	1	S1	SINGLE	0.950	SLS-LSMT-4-N-8-T3-P-2 30.0' MOUNTING HEIGHT
	16	S3	2 @ 180 DEGREES	0.950	SLS-LSMT-4-N-8-T5W-P-2 30.0' MOUNTING HEIGHT
	4	S4	SINGLE	0.950	SLS-LSMT-4-N-8-T5W-P-2 30.0' MOUNTING HEIGHT
	16	S5	2 @ 90 DEGREES	0.950	SLS-LSMT-4-N-8-T5W-P-2 30.0' MOUNTING HEIGHT
	5	S6	SINGLE	0.950	SLS-OT1615 CA-60WLED-XXX-L5-X 15.0' MOUNTING HEIGHT
	32	S6A	DIRO*	0.950	SLS-OT1615 CA-60WLED-XXX-L5-X 15.0' MOUNTING HEIGHT
	9	S7	SINGLE	0.900	GC6020-CA-60WLED-XXX-RSC3 or RSC5-X + CP1362P-XX + GP-214-12-XX
	10	S8	SINGLE	0.900	SLS-BOLLARD-LED-1-2-3-1-1-X
	17	S9	SINGLE	0.900	SLS-GSE-LU-1-3-0-1-X + SRGB + ELV300 + TLTN11

CONTACT JEFF HONSKI @ JHONSKI@SITELIGHTINGSOLUTIONS-USA.COM FOR PRICING

- THIS PLAN MAY NOT COMPLY WITH LOCAL LIGHTING ORDINACES. IT IS THE RESPONSIBILITY OF THE OWNER OR THE OWNER'S AGENTS RESPONSIBILITY TO SUBMIT THE SITE PHOTOMETRICS AND LUMINAIRE SPECS TO THE LOCAL INSPECTOR BEFORE ORDERING.
- THIS LIGHTING DESIGN IS BASED ON INFORMATION SUPPLIED BY OTHERS. CHANGES IN ELECTRICAL SUPPLY, AREA GEOMETRY AND OBJECTS WITHIN THE AREA MAY CAUSE THE ACTUAL LIGHTING RESULTS TO BE DIFFERENT FROM THE PREDICTED RESULTS SHOWN ON THIS LAYOUT.
- THIS LAYOUT IS BASED ON .IES FILES THAT WERE LAB TESTED OR COMPUTER GENERATED. ACTUAL RESULTS MAY VARY.

Site Lighting Solutions

2707 SATSUMA

DALLAS, TX 75229

Project PM:

J.A.H

Wheeling Town Center

Wheeling, IL

Revsions:

(1) 09/01/16

FINAL PUD SUBMITTAL

Exhibit recevied September 1, 2016

Drawing Number:

SL-100

Date:

9/1/2016

Scale:

1" = 60'

PIN:
03-11-100-021
03-10-202-002
03-10-202-003
03-10-202-006

Wheeling Town Center

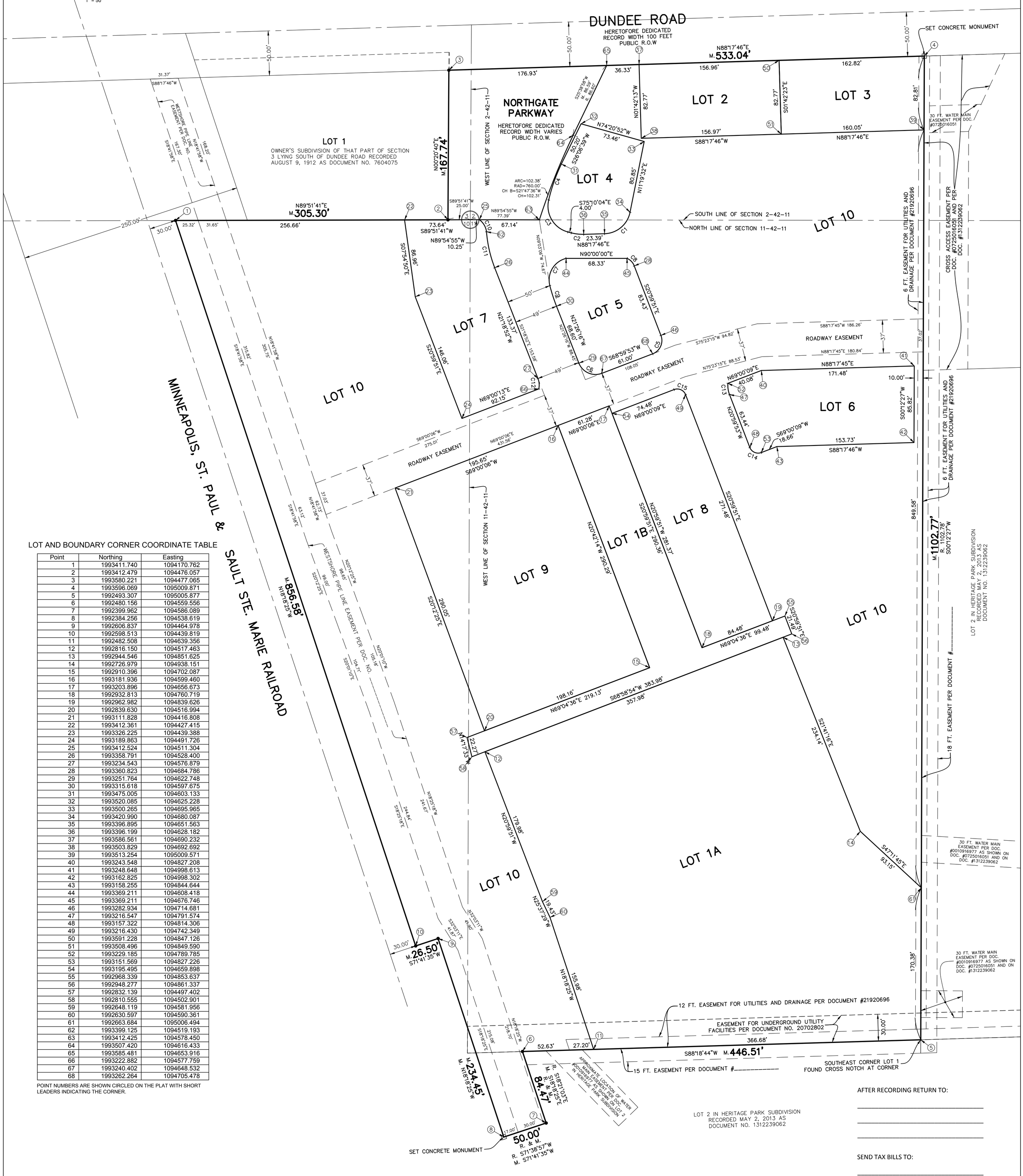
being a Subdivision of part of the West 1/2 of the Southwest 1/4 Section 2 and the East 1/2 of the Southeast 1/4 of Section 3 and the East 1/2 of the Northeast 1/4 of Section 10 and the West 1/2 of the Northwest 1/4 of Section 11, together with Lot 1 in Wickes Corporation Subdivision, being a subdivision of part of Sections 2 and 11, all in Township 42 North, Range 11, East of the Third Principal Meridian, Cook County, Illinois.

LOTS CREATED BY THIS SUBDIVISION
SEE PAGE 2 FOR SURVEY DETAILS

PRELIMINARY

RESERVED FOR THE RECORDER OF DEEDS

GRAPHIC SCALE
50 0 25 50
(IN FEET)
1" = 50'



LOT AND BOUNDARY CORNER COORDINATE TABLE

Point	Northing	Easting
1	1993411.740	1094170.762
2	1993412.479	1094476.057
3	1993580.221	1094477.065
4	1993596.069	1095009.871
5	1992493.307	1095005.877
6	1992480.156	1094559.556
7	1992399.962	1094586.089
8	1992384.256	1094538.619
9	1992606.837	1094464.978
10	1992598.513	1094439.819
11	1992482.508	1094639.356
12	1992816.150	1094517.463
13	1992944.546	1094851.625
14	1992726.979	1094938.151
15	1992910.396	1094702.087
16	1993181.936	1094599.460
17	1993203.896	1094656.673
18	1992932.813	1094760.719
19	1992962.982	1094839.626
20	1992839.630	1094516.994
21	1993111.828	1094416.808
22	1993412.361	1094427.415
23	1993326.225	1094439.388
24	1993189.863	1094491.726
25	1993412.524	1094511.304
26	1993358.791	1094528.400
27	1993234.543	1094576.879
28	1993360.823	1094684.786
29	1993251.764	1094622.748
30	1993315.618	1094597.675
31	1993475.005	1094603.133
32	1993520.085	1094625.228
33	1993500.265	1094695.965
34	1993420.990	1094680.087
35	1993396.895	1094651.563
36	1993396.199	1094628.182
37	1993586.561	1094690.232
38	1993503.829	1094692.692
39	1993513.254	1095009.571
40	1993243.548	1094827.208
41	1993248.648	1094998.613
42	1993162.825	1094998.302
43	1993158.255	1094844.644
44	1993369.211	1094608.418
45	1993369.211	1094676.746
46	1993282.934	1094714.681
47	1993216.547	1094791.574
48	1993157.322	1094814.306
49	1993216.430	1094742.349
50	1993591.228	1094847.126
51	1993508.496	1094849.590
52	1993229.185	1094789.785
53	1993151.569	1094827.226
54	1993195.495	1094659.898
55	1992968.339	1094853.637
56	1992948.277	1094861.337
57	1992832.139	1094497.402
58	1992810.555	1094502.901
59	1992648.119	1094581.956
60	1992630.597	1094590.361
61	1992663.684	1095006.494
62	1993399.125	1094519.193
63	1993412.425	1094578.450
64	1993507.420	1094616.433
65	1993585.481	1094653.916
66	1993222.882	1094577.759
67	1993240.402	1094648.532
68	1993262.264	1094705.478

POINT NUMBERS ARE SHOWN CIRCLED ON THE PLAT WITH SHORT LEADERS INDICATING THE CORNER.

AFTER RECORDING RETURN TO:

SEND TAX BILLS TO:

REVISED: AUGUST 31, 2016

ORDERED BY: WTC LLC		CHECKED:	DRAWN: RJT
ADDRESS: WHEELING TOWN CENTER			

GREMLEY & BIEDERMANN
A Division of PLCS, Corporation
License No. 184-005332 Expires 4-30-2017
Professional Land Surveyors
4505 North Elston Avenue, Chicago, IL 60630
Telephone: (773) 685-5102 Fax: (773) 286-4184 Email: INFO@PLCS-Survey.com

ORDER NO.	DATE: AUGUST 29, 2016	PAGE NO.
2016-22647-001	SCALE: 1 INCH = 50 FEET	1 OF 3

G:\CAD\2016\2016-22647\2016-22647-001 p1.dwg

Exhibit received September 1, 2016

SURVEY NOTES:

- SET IRON ROD AT CORNER.

MONUMENTATION AT ALL LOT CORNERS INDICATED BY SYMBOL OR NOTATION ESTABLISHED PRIOR TO PLAT RECORDATION.

IRON RODS OR CROSS NOTCHES TO BE SET AT REMAINING LOT CORNERS AFTER PLAT RECORDATION UNLESS OTHERWISE INDICATED OR NOTED HEREON.

NO DIMENSIONS SHALL BE ASSUMED BY SCALE MEASUREMENT UPON THIS PLAT.

AREA TABLE

	SQ. FT.	ACRES
LOT 1A	154970	3.56
LOT 1B	26352	0.61
LOT 2	12992	0.30
LOT 3	13362	0.31
LOT 4	9726	0.22
LOT 5	11891	0.27
LOT 6	16989	0.39
LOT 7	20174	0.46
LOT 8	23752	0.55
LOT 9	57132	1.31
LOT 10	357738	8.21
ROAD	23273	0.53
TOTAL	728351	16.72

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	40.30'	30.00'	76°58'15"	N49°48'40"E	37.34'
C2	14.00'	48.50'	16°32'10"	N83°26'09"W	13.95'
C3	46.31'	30.00'	88°26'45"	S30°56'41"E	41.85'
C4	42.80'	200.25'	12°14'49"	S19°24'06"W	42.72'
C5	25.13'	16.00'	89°59'45"	S24°00'01"W	22.63'
C6	31.26'	20.00'	89°33'51"	N66°13'11"W	28.18'
C7	39.55'	25.00'	90°38'13"	S30°49'54"W	35.55'
C8	11.93'	15.00'	45°34'27"	N43°47'05"W	11.62'
C9	24.26'	200.00'	6°57'04"	N17°57'44"W	24.25'
C10	15.97'	20.00'	45°45'03"	N30°29'30"W	15.55'
C11	41.52'	141.33'	16°49'58"	S12°51'29"E	41.37'
C12	11.87'	20.00'	33°59'54"	N04°18'56"W	11.69'
C13	12.87'	28.50'	25°52'46"	N08°03'31"W	12.76'
C14	15.71'	10.00'	89°59'59"	N65°59'52"W	14.14'
C15	15.71'	10.00'	90°00'00"	S65°59'51"E	14.14'

NOTE: BOTH THE ARC LENGTHS AND CHORD LENGTHS ARE SHOWN FOR ALL CURVES.

Wheeling Town Center

being a Subdivision of part of the West 1/2 of the Southwest 1/4 Section 2 and the East 1/2 of the Southeast 1/4 of Section 3 and the East 1/2 of the Northeast 1/4 of Section 10 and the West 1/2 of the Northwest 1/4 of Section 11, together with Lot 1 in Wickes Corporation Subdivision, being a subdivision of part of Sections 2 and 11, all in Township 42 North, Range 11, East of the Third Principal Meridian, Cook County, Illinois.

PROPERTY SURVEYED FOR THIS SUBDIVISION
SEE PAGE 1 FOR LOTS CREATED BY THIS SUBDIVISION

PRELIMINARY

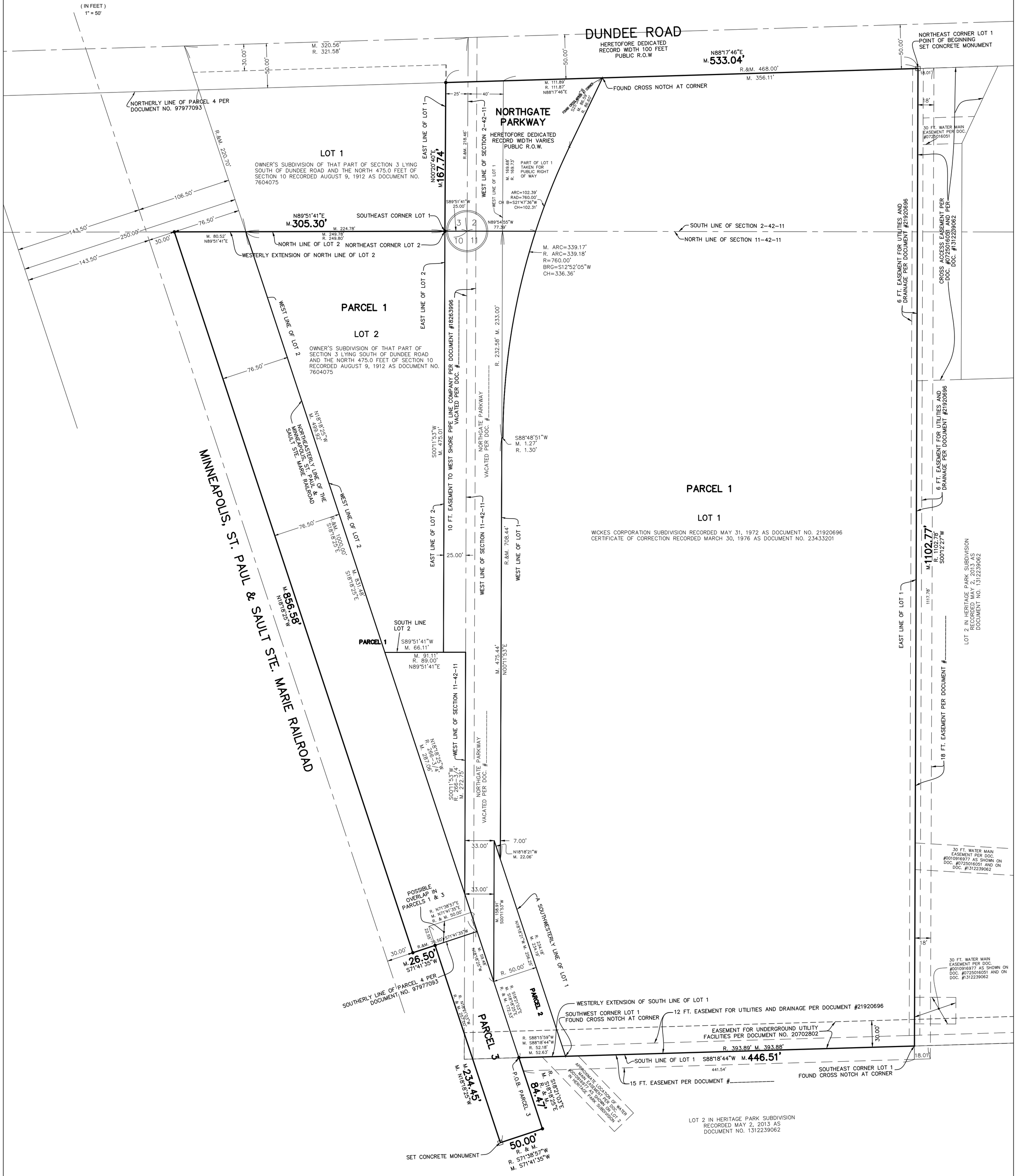


Exhibit received September 1, 2016

REVISED: AUGUST 31, 2016

ORDERED BY: WTC LLC	CHECKED:	DRAWN: RJT
ADDRESS: WHEELING TOWN CENTER		

GREMLEY & BIEDERMANN
A DIVISION OF
PLCS, CORPORATION
LICENSE NO. 184-005332 EXPIRES 4-30-2017
PROFESSIONAL LAND SURVEYORS
4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630
TELEPHONE: (773) 685-5102 FAX: (773) 286-4184 EMAIL: INFO@PLCS-SURVEY.COM

ORDER NO.	DATE:	PAGE NO.
2016-22647-001	AUGUST 29, 2016	2 OF 3
	SCALE: 1 INCH = 50 FEET	

G:\CAD\2016\2016-22647\2016-22647-001 pg 2-3.dwg

SURVEY NOTES:

- SET IRON ROD AT CORNER.

MONUMENTATION AT ALL LOT CORNERS INDICATED BY SYMBOL OR NOTATION ESTABLISHED PRIOR TO PLAT RECORDATION.

NO DIMENSIONS SHALL BE ASSUMED BY SCALE MEASUREMENT UPON THIS PLAT.

Wheeling Town Center

being a Subdivision of part of the West 1/2 of the Southwest 1/4 Section 2 and the East 1/2 of the Southeast 1/4 of Section 3 and the East 1/2 of the Northeast 1/4 of Section 10 and the West 1/2 of the Northwest 1/4 of Section 11, together with Lot 1 in Wickes Corporation Subdivision, being a subdivision of part of Sections 2 and 11, all in Township 42 North, Range 11, East of the Third Principal Meridian, Cook County, Illinois.

PRELIMINARY

Owner Certificate
State of Illinois)
) s.s.
County of Cook)

WTC, LLC, an Illinois limited liability company, does hereby certify that it is part owner of the property certified hereon and that it has caused the said property to be surveyed and subdivided as shown hereon.

Dated: _____ A.D. 20__.

By:
_____
Its: _____

Nortary Certificate
State of Illinois)
) s.s.
County of Cook)

I, _____ , a notary public in and for the county in the state aforesaid, do hereby certify that _____, _____ of said limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, as owner of the property, for the uses and purposes therein set forth. Given under my hand and notarial seal this ____ day of _____, A.D. 20__.

_____
Notary Public

Owner Certificate
State of Illinois)
) s.s.
County of Cook)

WTC Residential development, LLC, an Illinois limited liability company, does hereby certify that it is part owner of the property certified hereon and that it has caused the said property to be surveyed and subdivided as shown hereon.

Dated: _____ A.D. 20__.

By:
_____
Its: _____

Nortary Certificate
State of Illinois)
) s.s.
County of Cook)

I, _____ , a notary public in and for the county in the state aforesaid, do hereby certify that _____, _____ of said limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, as owner of the property, for the uses and purposes therein set forth. Given under my hand and notarial seal this ____ day of _____, A.D. 20__.

_____
Notary Public

County Clerk Certificate
State of Illinois)
) s.s.
County of Cook)

I do not find any delinquent general taxes, unpaid current general taxes, delinquent special assessments or unpaid current special assessments against the tract of land described in the annexed plat.

Dated this _____ day of _____, 20__.

_____
County Clerk

Village Collector Certificate
State of Illinois)
) s.s.
County of Cook)

I, _____, Village Collector of the Village of Wheeling, do hereby certify that I find no delinquent general taxes, unpaid current general taxes, delinquent special assessments due against the tract of land described in the annexed plat.

Dated this _____ day of _____, 20__.

_____
Village Collector

Village Engineer Certificate
Approved by the Village Engineer of the Village of Wheeling, Cook and Lake Counties, Illinois.

Dated this _____ day of _____, 20__.

_____
Village Engineer

Village Board Certificate
State of Illinois)
) s.s.
County of Cook)

Accepted and approved by the President and Board of Trustees of the Village of Wheeling, Cook and Lake Counties, Illinois.

Dated this _____ day of _____, 20__.

By:
_____
President

Attest:
_____
Village Clerk

Village Plan Commission Certificate
State of Illinois)
) s.s.
County of Cook)

Approved by the Plan Commission of the Village of Wheeling, Cook and Lake Counties, Illinois.

Dated this _____ day of _____, 20__.

_____
Chairman

_____
Secretary

Drainage Certificate
State of Illinois)
) s.s.
County of Cook)

We, the undersigned, do hereby certify that to the best of our knowledge and belief the drainage of surface waters will not be changed by the construction of this subdivision or that if they are, that adequate provisions, within acceptable engineering design standards, have been made for the collection and conveyance of such surface waters from said subdivision to public designated drainage areas, drains or open drainage channels which the subdivider has a right to use and provisions have been made to protect and safeguard adjoining property owners against damages sustained as a result of storm water drainage from said construction.

Dated this _____ day of _____, 20__.

_____
Illinois Registered Professional Engineer No._____

_____
Owner or Attorney

_____
Owner or Attorney

Illinois Department of Transportation Certificate
This plat has been approved by the Illinois Department of Transportation with respect to roadway access pursuant to section 2 of "AN ACT TO REVISE THE LAW IN RELATION TO PLATS" as amended. A plan that meets the requirements contained in the department's "POLICY ON PERMITS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS" will be required by the department.

Dated this _____ day of _____, A. D. 20__.

_____
District Engineer
Illinois Department of Transportation

Note: This Subdivision is within one and one-half miles of a municipality that has a comprehensive plan.

SURVEYORS CERTIFICATE
State of Illinois)
) s.s.
County of Cook)

I, _____, a Professional Illinois Land Surveyor, do hereby certify that I have surveyed and subdivided:

Parcel 1
That part of West 1/2 of the Southwest 1/4 Section 2 and the East 1/2 of the Southeast 1/4 of Section 3 and the East 1/2 of the Northeast 1/4 of Section 10 and the West 1/2 of the Northwest 1/4 of Section 11,

Together with Lot 1 in Wickes Corporation Subdivision, being a subdivision of part of Sections 2 and 11, both in Township 42 North, Range 11, East of the Third Principal Meridian, recorded May 31, 1972 as document 21920696,

Together with Lot 2 in Owner's Subdivision of that part of Section 3 lying South of Dundee Road and the North 475.00 feet of Section 10, both lying East of the Wisconsin Central Railroad, in Township 42 North, Range 11, East of the Third Principal Meridian, recorded August 9, 1922 as document 7604075,

Together with that part of the public way commonly known as Northgate Parkway lying in Sections 2, 3, 10 and 11,

Together with that part of the Minneapolis, Saint Paul and Sault Saint Marie Railroad right of way lying in Sections 10 and 11,

All in Township 42 North, Range 11, East of the Third Principal Meridian,

All taken as a tract and described as follows:

Beginning at the Northeast corner of Lot 1 in Wickes Corporation Subdivision, aforesaid; thence South 00 degrees 12 minutes 27 seconds West, along the East line of said Lot 1, a distance of 1102.77 feet to the Southeast corner thereof; thence South 88 degrees 18 minutes 44 seconds West, along the South line of said Lot 1, a distance of 393.88 feet to the Southwest corner thereof; thence North 18 degrees 18 minutes 21 seconds West along a Southwesterly line of said Lot 1 and Northwesterly extension thereof, a distance of 256.25 feet to the East line of 33.00 foot wide Northgate Parkway; thence South 00 degrees 11 minutes 53 seconds West along the East line of said Northgate Parkway, 158.91 feet to the Northeasterly right of way line of the Minneapolis, Saint Paul and Sault Saint Marie Railroad; thence North 18 degrees 18 minutes 25 seconds West along said Northeasterly right of way line, 59.48 feet; thence South 71 degrees 41 minutes 35 seconds West, 76.50 feet; thence North 18 degrees 18 minutes 25 seconds West, parallel with the Northeasterly right of way line of the Minneapolis, Saint Paul and Sault Saint Marie Railroad, 856.58 feet to its point of intersection with the Westerly extension of the North line of Lot 2 in Owner's Subdivision, aforesaid; thence North 89 degrees 51 minutes 41 seconds East, along the North line of said Lot 2, a distance of 305.30 feet to the Northeast corner thereof, being also the Southeast corner of Lot 1 in said Owner's Subdivision; thence North 00 degrees 20 minutes 40 seconds East along the East line of said Lot 1 in said Owner's Subdivision, a distance of 167.74 feet to the South line of 100 foot wide Dundee Road; thence North 88 degrees 17 minutes 46 seconds East along the South line of said Dundee Road and the North line of said Lot 1 in Wickes Corporation Subdivision, 533.04 feet to the point of beginning, in Cook County, Illinois;

Parcel 2
That part of the West ½ of the Northwest ¼ of Section 11, Township 42 North, Range 11, East of the Third Principal Meridian, bounded by the following described lines:

On the Northeast by a Southwesterly line of Lot 1 in Wickes Corporation Subdivision, being a subdivision of part of Sections 2 and 11, both in Township 42 North, Range 11, East of the Third Principal Meridian, recorded May 31, 1972 as document 21920696, and the Northwesterly extension of said Southwesterly line of said Lot 1, and

On the West by a line 33 feet East of and parallel to the West line of said West ½ of the Northwest ¼ of Section 11, and

On the Southwest by the Easterly (or Northeasterly) right of way line of the Minneapolis, Saint Paul and Sault Saint Marie Railroad, and

On the South by the Westerly extension of the South line of said Lot 1 in said Wickes Corporation Subdivision,

In Cook County, Illinois;

Parcel 3
That part of the West 1/2 of the Northwest 1/4 of Section 11 and that part of the East 1/2 of the Northeast 1/4 of Section 10, both in Township 42 North, Range 11 East of the Third Principal Meridian, described as follows:

Commencing at the Southwest corner of Lot 1 in Wickes Corporation Subdivision, being a subdivision of part of Sections 2 and 11, both in Township 42 North, Range 11, East of the Third Principal Meridian, recorded May 31, 1972 as document 21920696; thence South 88 degrees 15 minutes 59 seconds West along the South line, extended, of said Lot 1, a distance of 52.18 feet to a point on the original Easterly right of way line of the Minneapolis, Saint Paul and Sault Saint Marie Railroad for the point of beginning;

Thence South 18 degrees 21 minutes 03 seconds East along said Easterly right of way line, a distance of 84.47 feet; thence South 71 degrees 38 minutes 57 seconds West, a distance of 50.00 feet; thence North 18 degrees 21 minutes 03 seconds West parallel with said Easterly right of way line, a distance of 257.00 feet; thence North 71 degrees 38 minutes 57 seconds East, a distance of 50.00 feet to a point on said Easterly right of way line; thence South 18 degrees 21 minutes 03 seconds East along said right of way line, a distance of 172.53 feet to the point of beginning, in Cook County, Illinois, in the manner represented on the plat hereon drawn.

Containing 728,351 square feet or 16.72 acres, more or less.

I further certify that the property described hereon is located within the corporate limits of the Village of Wheeling, Cook County, Illinois and that the village has adopted an official plan.

I further certify that the property appears in "other areas" zone x and "other flood areas" zone x per Flood Insurance Rate Map Cook County, Illinois and Incorporated Areas, Map No. 17031C 0068J, Effective date August 19, 2008.

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

Field measurements completed on April 9, 2016.

Signed on _____.

By:

_____

Professional Illinois Land Surveyor No. _____
My license expires November 30, 2016

Exhibit received September 1, 2016

REVISED: AUGUST 31, 2016

ORDERED BY: WTC LLC		CHECKED:	DRAWN: RJT
ADDRESS: WHEELING TOWN CENTER			

GREMLEY & BIEDERMANN
A DIVISION OF PLCS, CORPORATION
LICENSE NO. 184-005332 EXPIRES 4-30-2017
PROFESSIONAL LAND SURVEYORS
4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630
TELEPHONE: (773) 685-5102 FAX: (773) 286-4184 EMAIL: INFO@PLCS-SURVEY.COM

ORDER NO. 2016-22647-001	DATE: AUGUST 29, 2016 SCALE: 1 INCH = 50 FEET	PAGE NO. 3 OF 3

G:\CAD\2016\2016-22647\2016-22647-001 pg 2-3.dwg

September
2016

Wheeling Town Center

Traffic Study Update

Prepared for:

WTC Development

Eriksson Engineering Associates, Ltd.

145 Commerce Drive, Suite A
Grayslake, IL 60030
(847) 223-4804

601 W. Randolph St., Suite 500
Chicago, IL 60661
(312) 463-0551

Exhibit received September 7, 2016

This report summarizes Eriksson Engineering Associates' (EEA) update of the traffic study for the Wheeling Town Center's Final Planned Unit Development (PUD) in Wheeling, Illinois.

The Preliminary Planned Unit Development (PUD) plan was approved in January, 2016 with 295 apartments, a 38,000 square foot cinema, and 63,442 square feet of retail, bank, and restaurant buildings. Existing Metra commuter parking on the site was maintained. A traffic study was completed in October, 2015 that analyzed impact of those uses on area traffic conditions.

The Final PUD plan is an update to the Preliminary PUD and reflects changes from the detailed engineering plans, revised building plans, and comments from the Illinois Department of Transportation (IDOT). It also reflects the new land plan with of 301 apartments, a 38,172 square foot cinema, and 60,772 square feet of retail, bank, and restaurant buildings. This report reviews the changes to the site plan and their impact on traffic conditions.

Changes to the Final PUD plan included:

1. A new theater operator and floor plan with a reduction in the number of seats from 972 to 795 seats and the elimination of the brewpub (-60 seats).
2. Building B increased in size from 3,404 to 3,996 square feet and changed its use from a bank to a restaurant.
3. The apartment building increased from 295 to 301 units.
4. The maximum permissible building space for restaurants was increased from 20,000 to 30,000 square feet.
5. Total commercial building area decreased from 101,451 to 98,944 square feet (-2.5%).

Trip Generation Rates

Traffic estimates were made for the new plan using data provided by the Institute of Transportation Engineer's *Trip Generation* 9th Ed. manual which contains trip generation surveys of the proposed land-uses. These trip generation rates do not assume the use of public transportation by residents or employees and any linked trips between uses on-site. Linked trips are those trips when a person drives to the site and visits several of the individual uses within the development in that single visit.

Table 1 provides the total trip generation estimate from the October 2015 traffic study. **Table 2** shows the revised estimate based on the changes for the Final PUD. During the morning peak-hour, the overall trip generation increases by a nominal 2% or 10 vehicles per hour which will not have a material effect on the traffic study results. The evening and Saturday peak-hours have lower traffic volumes (-10% evening and -6% Saturday) due to the changes to the plan.

Table 1
Wheeling Town Center Trip Generation Estimates
(From the October 2015 Report)

Land Use	ITE LUC	Size	AM Peak Hour			PM Peak Hour			Saturday Peak Hour		
			In	Out	Total	In	Out	Total	In	Out	Total
Apartments	220	295 Units	30	119	149	117	63	180	70	70	140
Theater	445	1,032 seats	-	-	-	62	41	103	66	27	93
Retail	820	38,320 sq. ft.	23	14	37	68	74	142	92	92	184
Bank	912	3,404 sq. ft.	23	18	41	41	41	82	46	44	90
Coffee	937	1,716 sq. ft.	88	85	173	37	37	74	73	73	146
High Turn-Over Restaurant	932	10,000 sq. ft.	59	49	108	59	39	98	75	66	141
Quality Restaurant	931	10,000 sq. ft.	4	4	8	50	25	75	64	44	108
		Total	**227**	**289**	**516**	**434**	**320**	**754**	**486**	**416**	**902**

Table 2
Wheeling Town Center Trip Generation Estimates
(Revised with Final PUD Site Plan)

Land Use	ITE LUC	Size	AM Peak Hour			PM Peak Hour			Saturday Peak Hour		
			In	Out	Total	In	Out	Total	In	Out	Total
Apartments	220	301 Units	30	121	151	119	64	183	71	71	142
Theater	445	795 seats	-	-	-	30	20	50	32	12	44
Retail	820	29,056 sq. ft.	17	11	28	52	56	108	70	70	140
Coffee	937	1,716 sq. ft.	88	85	173	37	37	74	73	73	146
High Turn-Over Restaurant	932	15,000 sq. ft.	89	73	162	89	59	148	112	99	211
Quality Restaurant	931	15,000 sq. ft.	6	6	12	75	37	112	96	67	163
		Final PUD Total	**230**	**296**	**526**	**402**	**273**	**675**	**454**	**392**	**846**
Table 1-October Preliminary PUD Total			**227**	**289**	**516**	**434**	**320**	**754**	**486**	**416**	**902**
		Net Change	**+3**	**+7**	**+10**	**-32**	**-47**	**-79**	**-32**	**-24**	**-56**

Overall, the changes included in the Final PUD plan will a neutral or positive impact on traffic conditions and not require any additional roadway improvements.

Illinois Department of Transportation Status

The roadway and traffic signal improvements to Dundee Road at Northgate Parkway and the modification of the Park District easement right-in and –out for Wheeling Town Center are undergoing the IDOT review and approval process. The process involves two steps. First, an Intersection Design Study (IDS) is submitted to determine the configuration and extent of the roadway/signal improvements for approval prior to completion of the detailed construction plans. After the IDS is approved, the detailed roadway and traffic signal construction plans are prepared, reviewed, and approved. Overall, this process takes approximately one year.

Since the approval of the preliminary PUD, an Intersection Design Study (IDS) was submitted to IDOT in April for their review. Comments were received from IDOT in mid-July that were addressed by EEA and resubmitted in early August. The IDOT comments on the IDS did not require a northbound right-turn lane on Northgate Parkway exiting WTC and did not change the outside curb lines of the intersection.

Comments were made on the location of stop bars, turn-lane striping, and other detailed information which was incorporated. A number of the IDOT comments were repetitive since EEA did not receive the December comments prior to their first submittal. A copy of the revised IDS and the disposition letter is attached in the **Appendix.**

A summary of the comments

1. Reduce the regional traffic growth factor from 1%/year to 0.31%/year from the CMAP data.
2. Update the traffic study.
3. Revise to the input factors for the intersection capacity analyses.
4. Provide additional labeling or dimensioning
5. Update the tables to reflect the changes in the traffic volumes from Item 1.
6. Use revised Design Exception forms.
7. Update truck turning paths and stop bar locations.

After the first IDS submission, PACE requested that bus stop pads and shelters be included on the north and south side of Dundee Road just east of Northgate Parkway. These have been incorporated into the IDS revised in August. The proposed bus pad on the south side of Dundee Road did shorten the eastbound right-turn lane at the shared right-in and –out driveway between WTC and the Park District property.

Conclusion

The changes made to the Wheeling Town Center Final PUD land plan did not alter the transportation recommendations for the site due to the minimal change or reduction in traffic volumes. Comments have been received by the Illinois Department of Transportation that did not materially impact the extent of the road improvements.

Wheeling Town Center
Traffic Appendix

- **Dundee Road and Northgate Parkway IDS (August 2016)**

ERIKSSON ENGINEERING ASSOCIATES, LTD.

www.eea-ltd.com

August 11, 2016

Mr. Jonathan E. Karabowicz, P.E.
Area Permit Engineer
Illinois Department of Transportation
Region 1 / District 1 / Bureau of Traffic
201 West Center Court
Schaumburg, IL 60196

ERIKSSON ENGINEERING ASSOCIATES, LTD.

PERMITS
Permit No. 016-68435
Location: Dundee Road (IL 68) at Northgate Parkway
Municipality: Village of Wheeling, Cook Co.
RE: Wheeling Town Center

Dear Jonathan,

Please find enclosed copies of the following documents:

1. IDOT Comment Originals and Redline Markups
2. Revised Traffic Impact Study (2)
3. Intersection Design Study (IDS) for Dundee Road (IL 68) and Northgate Parkway (3)
4. HCM Intersection Capacity Analyses (2)
5. Design Exceptions Forms and Summary Table (2)
6. Queue Calculation Table (2)

Geometrics Studies Unit (December 4, 2015)

Summary of TIS Comments:

1. Please provide an EB Right Turn Slip Lane on IL 68 (Dundee Rd) at Northgate Parkway per FHWA's guidance (attached), if possible. The skew of the intersection may prevent its implementation. **Response: Upon further analysis and cooperation of the Burger King property owner, an eastbound right-turn lane has been incorporated into the IDS.**

2. Please provide a NB Right turn lane. **Response: The attached IDS and capacity analyses indicate that the right-turn lane is not needed due to low right-turning volumes (46-72 vph) and the proposed right-in/out driveway serving the site to the east and the internal connection to the proposed traffic signal at Community Boulevard also to the east to serve right-turning traffic.**

3. Please revise the existing traffic volumes as marked in Figure 3 per the Traffic Counts. **Response: Revised as noted.**

4. Please show the distance between intersections/accesses as marked in Figure 3. **Response: Revised as noted.**

5. Please revise the Trip Generation Estimates as marked in Table 1. **Response: Revised as noted.**

6. Please contact CMAP for future ADT and/or the growth rate. In addition, please add the CMAP correspondence to the TIS. **Response: The CMAP letter is included in the TIS and the traffic volumes were adjusted.**

145 Commerce Drive ■ Suite A ■ Grayslake, IL 60030
T: 847.223.4804 ■ F: 847.223.4864 ■ www.eea-ltd.com
Grayslake ■ Chicago

7. Please revise Figures 5, 6, & 7 due to the changes from the previously mentioned comments. **Response: Revised as noted.**

8. Please make sure the sidewalk along IL 68 (Dundee Rd) ties into an adjacent pedestrian/bike path. **Response: So noted.**

9. Please restripe SB Northgate Parkway to provide a dedicated left lane, shared through/right lane, and a dedicated right lane. **Response: Revised as noted.**

Summary of HCS 2010 Comments:

10. Please change the PHF to 0.95 in all analyses except for existing. **Response: Revised as requested.**

11. Please revise the Demand according to the changes made from the TIS comments. **Response: Revised as requested.**

12. Please use Red Clearance Interval (Rc) of 1sec when left turn movements are protected only. **Response: Revised as requested.**

13. Please use a Minimum Green (Gmin) of 3-sec for all left turn movements, 8-sed for side street through movements, and 15-sed for the IL-68 Through movements. **Response: Revised as requested.**

14. Please set the Passage (PT) to 3-s for all left turn movements, 7-s for the IL-68 Through movements and 4-s for side street Through movements. **Response: Revised as requested.**

15. Please set the Recall Mode to "Off' except for coordinated movements, in which case it should be set to "Min." **Response: Revised as requested.**

16. Please set Dual Entry to "Yes" for all movements except left-turns if they are on arrow only (protected only). **Response: Revised as requested.**

General Comments:

17. Please provide an IDS, AutoTurn movements, Red Time Queue Calculations, and Cross Sections with the next submittal. **Response: Information Enclosed.**

18. Please provide a Disposition of Comments with the next submittal. **Response: Information Enclosed.**

19. Please address all other markups. **Response: Information Enclosed.**

20. Please return the marked up TIS, Technical Report and Plans with the next submittal. Response: Information Enclosed. **Response: Information Enclosed.**

Design Exception Mark-Ups:

1. Use updated Form 3100 as edited. **Response: Updated BDE Form 3100 was used and edited as shown in mark-ups.**

Geometrics Studies Unit (June 7, 2016)

Summary of IDS Comments:

1. Please widen the proposed sidewalk on the south side of IL 68 to make it a side path. **Response: Per discussions and site plan approval from the Village of Wheeling, the existing 5 foot sidewalk was kept.**
2. Please use the most recently updated IDS template. **Response: Revised as requested.**
3. The maximum offset for a through lane across an intersection should be $V^2/60$:1 per BLRS 34-1.01(c). GSU recommends striping an unshadowed taper for the SB Left Turn Lane at on the south approach, turning into the SEQ. **Response: The taper was modified as proposed.**
4. Please label all storage lengths, taper rates/lengths, and approach tapers. **Response: revised as requested.**
5. Please label the Centerline offset to the median edge on all approaches. **Response: Revise as requested.**
6. Please verify and revise labels of the storage and taper lengths on the west approach, since they do not seem to match. **Response: Reviewed and modified the storage and taper lengths.**
7. Please provide design dimensions for the EB RI/RO. **Response: Dimensions added as requested.**
8. Please provide a maximum of 15-ft between the Left Turn stop bar and the Through stop bar for each approach. **Response: Dimensions revised as requested.**
9. Please label all stop bars to crosswalk offsets. **Response: Dimensions added as requested.**
10. Please match the design year to the TIS. Currently 2019 and 2026 are both mentioned. **Response: Design Year revised to 2026.**
11. Please see the following list for design exceptions: **Response: So noted.**
12. Please revise the "Total" movements under the Traffic Data. Total movements at an approach include vehicles turning from and turning into that approach. Below is an example. (Total A = AB+AC+AD+BA+CA+DA). **Response: Traffic data revised as requested.**
13. Please revise the curve table data for curve 1. **Response: Revised as requested.**
14. Please revise the red time queue calculations by separating the SB RT movement from the SB TH+RT and separating the WB TH from the WB TH+RT movements. This should also be shown on the IDS (as marked). **Response: Revised as requested.**
15. Please label Dundee Rd as FAP 343A, as marked on the IDS. **Response: Revised as requested.**
16. Please provide a stop bar location at the RI/RO. **Response: Revised as requested.**

17. Please provide design exceptions for the following details. **Response: DE's provided.**

Location & Type	Standard vs Design	Standard
NBLT Storage	185 vs 130	BDE Fig. 36-3.1
NBLT Taper	300 vs 97-ft	BDE Fig. 36-3.0
NB Approach Taper	Unshadowed vs. Shadowed	BDE Fig. 36-3.J
NBLT Storage (side road)	115 vs 40	BDE Fig. 36-3.J
NBLT Taper Rate	9:1 vs 40-ft	BDE Fig. 36-3.J
SBLT Storage (side road)	115 vs 50-ft	BDE Fig. 36-3.J
SBLT Taper (side road)	9:1 vs 25-ft	BDE Fig. 36-3.J
Intersection Offset, SB	V:1 (or VA2/60:1) vs 12:1	BDE Ch. 36-1.05(c_)

Summary of HCS 2010 Comments:

18. Please revise the AutoTurn movements using single curves or 2-centered curve. **Response: Revised as requested.**

19. Please remove one of the duplicate copies of the NBRT and NBLT movements so it is clearer to see. **Response: Revised as requested.**

20. Please revise all left turns with the relocated Left Turn Stop Bars. **Response: Revised as requested.**

21. Please change the PHF to 0.95 in all analyses except for existing. **Response: The projected HCM analyses were revised as requested.**

22. Please revise the Demand according to the changes made from the TIS comments. **Response: Traffic data revised as requested.**

23. Please set the Passage (PT) to 3-s for all left turn movements, 7-s for the IL-68 Through movements and 4-s for Side Street Through movements. **Response: Revised as requested.**

24. Please set the Recall Mode for EB & WB Through movements to "Min." Response: **Revised as requested.**

25. Please remove the Right Turn on Red. Response: **Revised as requested.**

26. Please set the Reference point to "Begin." **Response: Revised as requested.**

General Comments:

27. Please provide a Disposition of Comments with the next submittal for both this and the previous submittal, dated December 4, 2015. **Response: Information Enclosed.**

28. Please address all other markups. **Response: Information Enclosed.**

29. Please return all marked up plans & TIS with the next submittal. **Response: Information Enclosed.**

PACE Coordination:

At the request of PACE, two bus stop pads with shelters (provided by PACE) have been incorporated on the east leg of the intersection. They have requested that the right-deceleration lane for the right-in/out be shortened to fit in a bus stop between the Northgate Parkway radius and the decal lane.

Thank you for your consideration and feel free to call me at (847) 223-4804 x21 if you have questions.

Very truly yours,

Eriksson Engineering Associates, Ltd.

Stephen B. Corcoran, P.E., PTOE
Director of Traffic Engineering

SIGNALIZED CAPACITY DESIGN ANALYSIS

PROGRAM USED: HCS 2010 , VERSION: 6.80 SIGNAL TYPE: ACTUATED AREA TYPE: OTHER
NUMBER OF PHASES: (A.M.) 6 (P.M.) 6 (Sat.) 5 CYCLE LENGTH: (A.M.) 140 SEC. (P.M.) 140 SEC. (Sat.) 120 SEC. PEAK HOUR FACTOR: 0.95
INTERSECTION DELAY/LEVEL-OF-SERVICE A.M. 13.9 SECONDS LOS B P.M. 28.1 SECONDS LOS C Sat. 19.6 SECONDS LOS B

APPROACH		EASTBOUND (C)			WESTBOUND (D)			NORTHBOUND (B)			SOUTHBOUND (A)		
LANE GROUP		L	T	R	L	T	T/R	L	T/R	-----	L	T/R	R
NUMBER OF LANES		1	2	1	1	1	1	2	1	-----	1	1	1
2026 30TH MAX. HOUR TRAFFIC (veh/h)	A.M.	418	1834	97	56	712	72	136	122	-----	38	64	161
	P.M.	153	1025	161	116	1505	33	155	217	-----	95	109	447
	Sat.	156	1408	200	158	1326	65	237	169	-----	55	132	154
BASE SATURATION FLOW RATE (veh/h)		1900	2000	1900	1900	1900	1900	1900	1900	-----	1900	1900	1900
LANE WIDTH (FT)		12	12	12	12	12	12	12	12	-----	11	12	12
VOLUME OF RIGHT TURN ON RED (veh/h)		A.M. 0	P.M. 0	Sat. 0	A.M. 0	P.M. 0	Sat. 0	A.M. 0	P.M. 0	Sat. 0	A.M. 0	P.M. 0	Sat. 0
PEDESTRIANS/HOUR (ped/h)		A.M. 0	P.M. 0	Sat. 0	A.M. 0	P.M. 0	Sat. 0	A.M. 0	P.M. 0	Sat. 0	A.M. 0	P.M. 0	Sat. 0
ARRIVAL TYPE		3	4	3	3	4	3	3			3		
LANE UTILIZATION ADJ. FACTOR		1.0	0.952	1.0	1.0	0.952	1.0	0.971	1.0	-----	1.0	1.0	1.0
GREEN TIME (SECONDS)	A.M.	16.3	94.5	108.6	3.9	82.1	82.1	8.1	17.5	-----	4.1	13.5	13.5
	P.M.	7.9	74.9	91.2	6.5	73.5	73.5	10.3	28.8	-----	9.7	28.2	28.2
	Sat.	7.1	65.5	73.8	7.1	65.5	65.5	12.8	22.3	-----	5.1	14.6	14.6
GREEN RATIO (g/C)	A.M.	0.73	0.71	0.80	0.63	0.62	0.62	0.06	0.14	-----	0.04	0.11	0.11
	P.M.	0.60	0.57	0.68	0.59	0.56	0.56	0.08	0.22	-----	0.08	0.22	0.22
	Sat.	0.62	0.59	0.74	0.62	0.59	0.59	0.11	0.20	-----	0.05	0.14	0.14
CAPACITY (c)	A.M.	614	2629	1295	243	1148	1111	221	239	-----	64	190	173
	P.M.	242	2109	1095	355	1034	1026	277	384	-----	134	361	338
	Sat.	297	2173	1184	308	1085	1067	391	348	-----	89	251	216
v/c RATIO (X)	A.M.	0.72	0.73	0.08	0.24	0.37	0.37	0.68	0.55	-----	0.63	0.63	0.66
	P.M.	0.67	0.51	0.16	0.34	0.78	0.79	0.72	0.39	-----	0.74	0.84	0.84
	Sat.	0.55	0.68	0.18	0.54	0.68	0.68	0.78	0.55	-----	0.65	0.62	0.68
STORAGE QUEUE (FEET OR VEHICLES)	A.M.	299'	597'	44'	45'	330'	320'	127'	219'	-----	74'	212'	195'
	P.M.	224'	477'	105'	127'	733'	730'	126'	226'	-----	177'	461'	429'
	Sat.	163'	549'	102'	156'	511'	504'	221'	252'	-----	90'	220'	210'
LANE GROUP DELAY(SECONDS)	A.M.	9.7	3.4	3.0	10.5	6.5	7.4	69.8	59.0	-----	76.3	65.8	65.6
	P.M.	26.8	10.7	8.3	14.9	19.6	19.1	66.3	47.4	-----	71.2	68.2	67.7
	Sat.	16.5	10.3	5.2	14.9	11.9	12.1	58.3	44.8	-----	63.6	53.1	54.3
LANE GROUP LEVEL-OF-SERVICE	A.M.	A	A	A	B	A	A	E	E	-----	E	E	E
	P.M.	C	B	A	B	B	B	E	D	-----	E	E	E
	Sat.	B	B	A	B	B	B	E	D	-----	E	D	D
APPROACH DELAY (SECONDS/VEHICLE)	A.M.	4.5			7.2			64.7			67.2		
	P.M.	12.2			19.0			58.2			68.4		
	Sat.	10.3			12.3			53.1			55.3		
APPROACH LEVEL-OF-SERVICE	A.M.	A			A			E			E		
	P.M.	B			B			E			E		
	Sat.	B			B			D			E		

CURVE TABLE

CURVE NO.	1	2
RADIUS	240'	600'
TANGENT LENGTH	104.67'	134.99'
ARC LENGTH	197.41'	265.55'
F	21.83'	15.00'
DELTA	47° 7'48"	25° 21'30"
D	23° 52'12"	9° 32'57"
SE	NC	0.053
PC STA	95+86	100+94
PI STA	96+85	102+29
PT STA	97+83	103+60

ELEMENTS CONTROLLING DESIGN

PREFERRED ROUTE:

F.A. ROUTE NUMBER: 343A. MARKED ROUTE NUMBER: IL ROUTE 68.
STREET NAME: DUNDEE ROAD. SRA ROUTE? NO.
FUNCTIONAL CLASSIFICATION: OTHER PRINCIPAL ARTERIAL. OSOW DESIGN? NO.
EXISTING ADT: 26,900 VPD (2016). DESIGN YEAR ADT: 27,800 VPD (2026).
PROPOSED DESIGN SPEED: 40 MPH. PROPOSED POSTED SPEED: 35 MPH.

SECONDARY ROUTE:

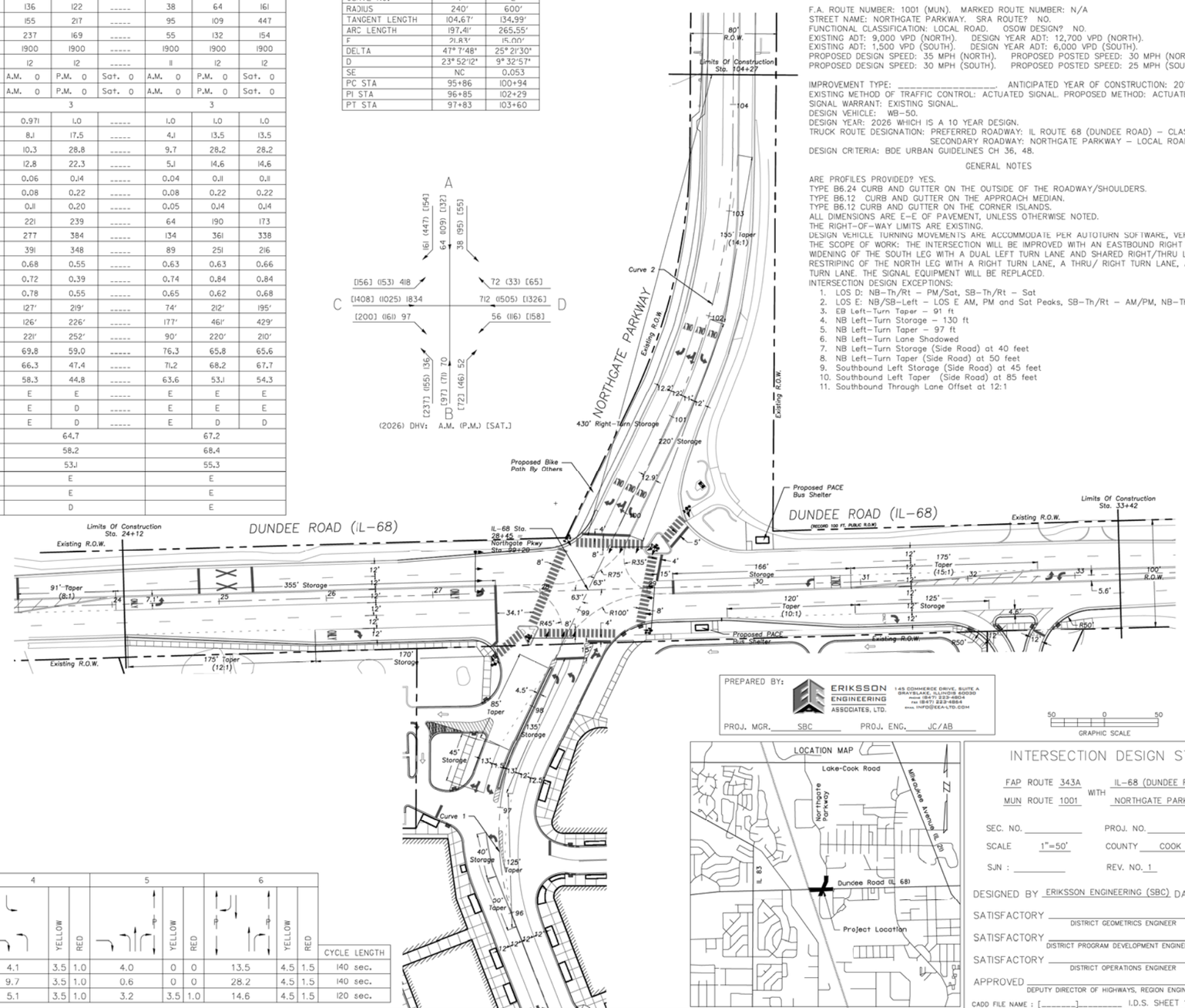
F.A. ROUTE NUMBER: 1001 (MUN). MARKED ROUTE NUMBER: N/A
STREET NAME: NORTHGATE PARKWAY. SRA ROUTE? NO.
FUNCTIONAL CLASSIFICATION: LOCAL ROAD. OSOW DESIGN? NO.
EXISTING ADT: 9,000 VPD (NORTH). DESIGN YEAR ADT: 12,700 VPD (NORTH).
EXISTING ADT: 1,500 VPD (SOUTH). DESIGN YEAR ADT: 6,000 VPD (SOUTH).
PROPOSED DESIGN SPEED: 35 MPH (NORTH). PROPOSED POSTED SPEED: 30 MPH (NORTH).
PROPOSED DESIGN SPEED: 30 MPH (SOUTH). PROPOSED POSTED SPEED: 25 MPH (SOUTH).

IMPROVEMENT TYPE: _____. ANTICIPATED YEAR OF CONSTRUCTION: 2017.
EXISTING METHOD OF TRAFFIC CONTROL: ACTUATED SIGNAL. PROPOSED METHOD: ACTUATED SIGNAL.
SIGNAL WARRANT: EXISTING SIGNAL.
DESIGN VEHICLE: WB-50.
DESIGN YEAR: 2026 WHICH IS A 10 YEAR DESIGN.
TRUCK ROUTE DESIGNATION: PREFERRED ROADWAY: IL ROUTE 68 (DUNDEE ROAD) – CLASS II
SECONDARY ROADWAY: NORTHGATE PARKWAY – LOCAL ROAD
DESIGN CRITERIA: BDE URBAN GUIDELINES CH 36, 48.

GENERAL NOTES

ARE PROFILES PROVIDED? YES.
TYPE B6.24 CURB AND GUTTER ON THE OUTSIDE OF THE ROADWAY/SHOULDERS.
TYPE B6.12 CURB AND GUTTER ON THE APPROACH MEDIAN.
TYPE B6.12 CURB AND GUTTER ON THE CORNER ISLANDS.
ALL DIMENSIONS ARE E-E OF PAVEMENT, UNLESS OTHERWISE NOTED.
THE RIGHT-OF-WAY LIMITS ARE EXISTING.
DESIGN VEHICLE TURNING MOVEMENTS ARE ACCOMMODATE PER AUTOTURN SOFTWARE, VERSION 9.0.
THE SCOPE OF WORK: THE INTERSECTION WILL BE IMPROVED WITH AN EASTBOUND RIGHT TURN LANE, WIDENING OF THE SOUTH LEG WITH A DUAL LEFT TURN LANE AND SHARED RIGHT/THRU LANE, RESTRIPING OF THE NORTH LEG WITH A RIGHT TURN LANE, A THRU/ RIGHT TURN LANE, AND A LEFT TURN LANE. THE SIGNAL EQUIPMENT WILL BE REPLACED.
INTERSECTION DESIGN EXCEPTIONS:

1. LOS D: NB-Th/Rt – PM/Sat, SB-Th/Rt – Sat
2. LOS E: NB/SB-Left – LOS E AM, PM and Sat Peaks, SB-Th/Rt – AM/PM, NB-Th/Rt – AM
3. EB Left-Turn Taper – 91 ft
4. NB Left-Turn Storage – 130 ft
5. NB Left-Turn Taper – 97 ft
6. NB Left-Turn Lane Shadowed
7. NB Left-Turn Storage (Side Road) at 40 feet
8. NB Left-Turn Taper (Side Road) at 50 feet
9. Southbound Left Storage (Side Road) at 45 feet
10. Southbound Left Taper (Side Road) at 85 feet
11. Southbound Through Lane Offset at 12:1



TRAFFIC DATA

MOVEMENT	YEAR 2016 30TH MAXIMUM HOUR TRAFFIC A.M.	P.M.	Sat.	PERCENT TRUCK TRAFFIC IN 30th MAX HOUR	ESTIMATED PERCENT INCREASE BY 2026	YEAR 2026 30TH MAXIMUM HOUR TRAFFIC A.M.	P.M.	Sat.
AB	9	4	4	3%	0.3%/Yr Plus Development Traffic	64	109	132
AD	20	82	36	3%		38	95	55
AC	138	420	135	3%		161	447	154
BA	10	2	7	3%		73	95	108
BC	21	30	72	3%		142	190	288
BD	14	11	22	3%		52	46	172
CD	1631	850	1211	3%		1834	1025	1408
CA	397	131	133	3%		418	153	156
CB	35	35	46	3%		97	161	200
DC	597	1323	1223	3%		712	1505	1326
DB	6	9	8	3%		56	116	158
DA	66	15	47	3%		72	33	65
TOTAL A	640	654	365	3%		826	933	670
TOTAL B	95	91	159	3%		484	718	958
TOTAL C	2819	2789	2823	3%		3364	3481	3532
TOTAL D	2334	2290	2547	3%		2764	2820	3084

PHASE		1	YELLOW	RED	2	YELLOW	RED	3	YELLOW	RED	4	YELLOW	RED	5	YELLOW	RED	6	YELLOW	RED	CYCLE LENGTH
GREEN TIME IN SECONDS	A.M.	3.9	3.5	0	8.9	3.5	0	82.1	4.5	1.5	4.1	3.5	1.0	4.0	0	0	13.5	4.5	1.5	140 sec.
	P.M.	6.5	3.5	0	1.4	0	0	73.5	4.5	1.5	9.7	3.5	1.0	0.6	0	0	28.2	4.5	1.5	140 sec.
	Sat.	7.1	3.5	0				65.5	4.5	1.5	5.1	3.5	1.0	3.2	3.5	1.0	14.6	4.5	1.5	120 sec.

PREPARED BY: ERIKSSON ENGINEERING ASSOCIATES, LTD.
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PROJ. MGR. SBC PROJ. ENG. JC/AB

GRAPHIC SCALE 50 0 50

INTERSECTION DESIGN STUDY

FAP ROUTE 343A WITH IL-68 (DUNDEE ROAD)
MUN ROUTE 1001 NORTHGATE PARKWAY

SEC. NO. _____ PROJ. NO. _____
SCALE 1"=50' COUNTY COOK
SJN : _____ REV. NO. 1

DESIGNED BY ERIKSSON ENGINEERING (SBC) DATE 8/11/16
SATISFACTORY _____ DISTRICT GEOMETRICS ENGINEER DATE
SATISFACTORY _____ DISTRICT PROGRAM DEVELOPMENT ENGINEER DATE
SATISFACTORY _____ DISTRICT OPERATIONS ENGINEER DATE
APPROVED _____ DEPUTY DIRECTOR OF HIGHWAYS, REGION ENGINEER DATE
CADD FILE NAME : [_____]_____ I.D.S. SHEET 1 OF 2

BDE-9908

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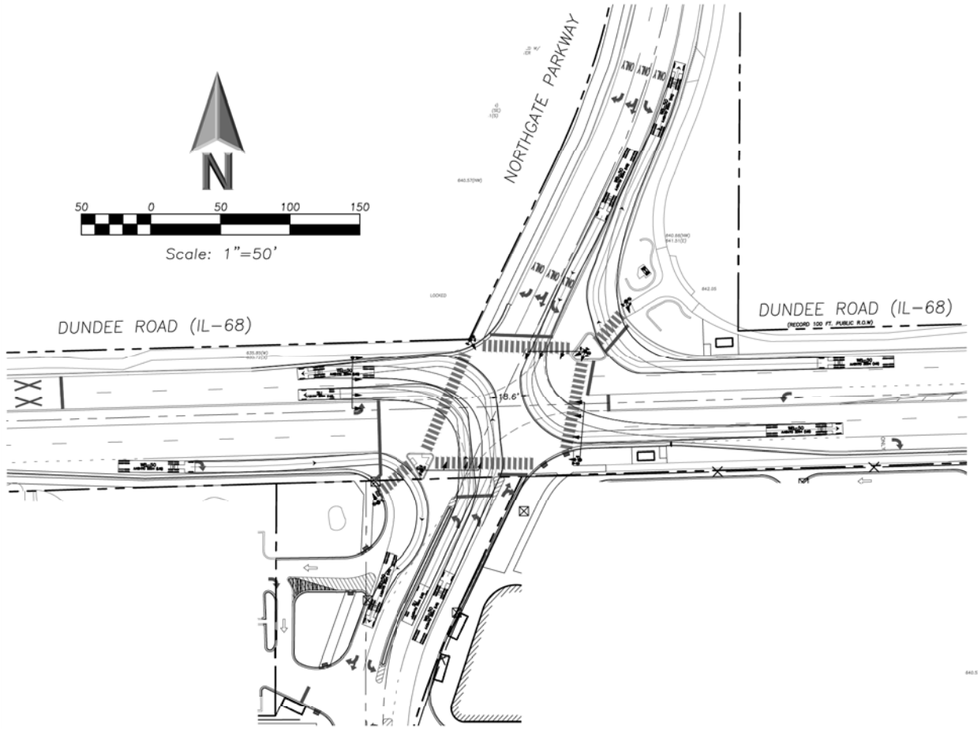
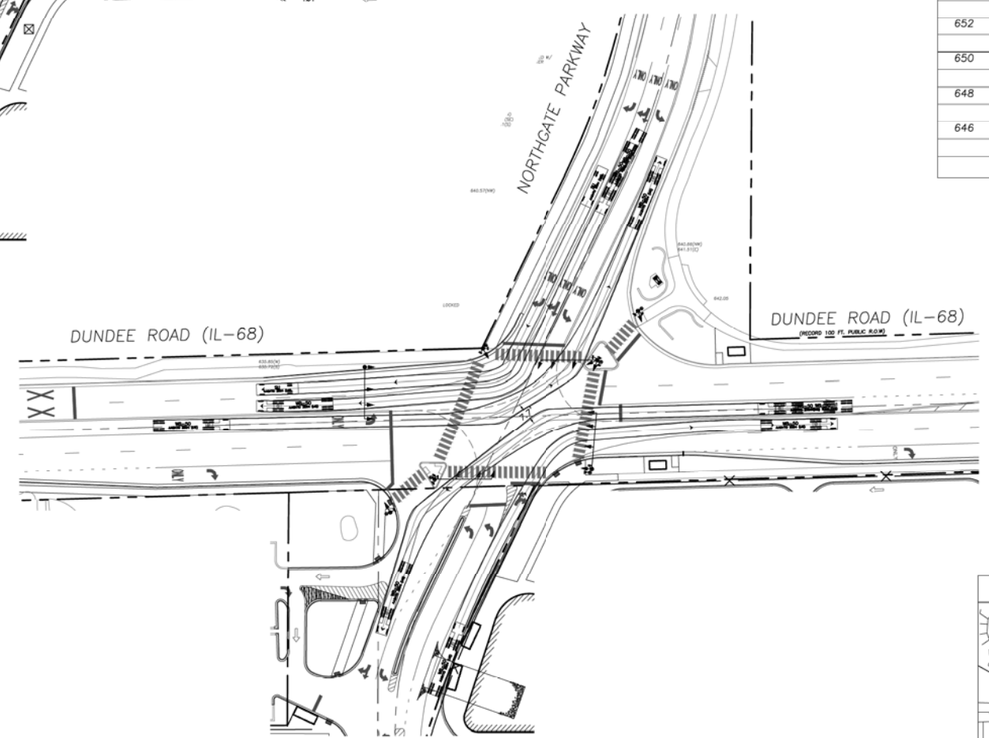
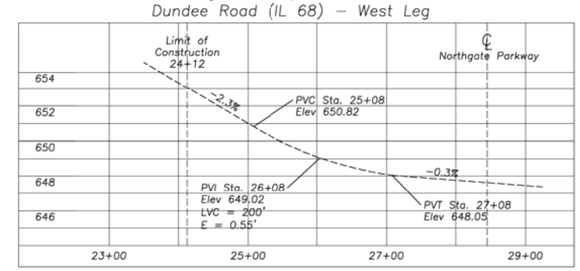
FILE NAME = $FILE$
PLOT SCALE = $SCALE$
USER NAME = $USER$

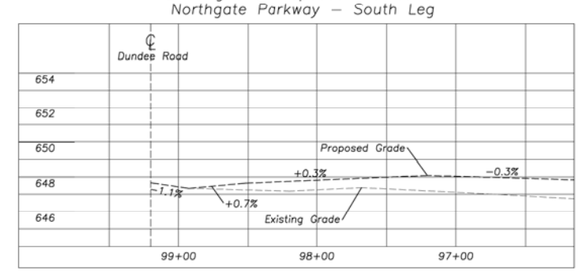


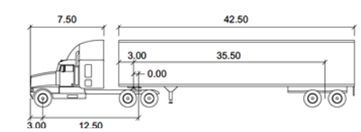


Existing and Proposed Profile of
Dundee Road (IL 68) – West Leg



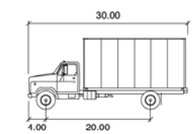
Existing and Proposed Profiles of
Northgate Parkway – South Leg





WB-50

	feet		
Tractor Width	: 8.00	Lock to Lock Time	: 6.0
Trailer Width	: 8.50	Steering Angle	: 17.7
Tractor Track	: 8.00	Articulating Angle	: 70.0
Trailer Track	: 8.50		



SU

	feet
Width	: 8.00
Track	: 8.00
Lock to Lock Time	: 6.0
Steering Angle	: 31.8

50 0 50
GRAPHIC SCALE

PREPARED BY: ERIKSSON ENGINEERING ASSOCIATES, LTD.
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INTERSECTION DESIGN STUDY

FAP ROUTE 343A WITH IL-68 (DUNDEE ROAD)
MUN ROUTE 1001 NORTHGATE PARKWAY

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CADD FILE NAME : [_____]_____ I.D.S. SHEET 1 OF 2

BDE-9908

PLOT DATE = $DATE$
FILE NAME = $FILE$
PLOT SCALE = $SCALE$
USER NAME = $USER$

September
2016

Wheeling Town Center

Shared Parking Study (Final PUD)

Prepared for:

WTC Development

Eriksson Engineering Associates, Ltd.

145 Commerce Drive, Suite A
Grayslake, IL 60030
(847) 223-4804

601 W. Randolph St., Suite 500
Chicago, IL 60661
(312) 463-0551

Exhibit received September 1, 2016

INTRODUCTION

Eriksson Engineering Associates (EEA) was retained by Wheeling Town Center Development to analyze the parking needs for the Wheeling Town Center (WTC) in Wheeling, Illinois. WTC will be a mixed-use project with residential, retail, restaurants, and theater land-uses along with parking for commuters. The proposed development plan will have eleven buildings containing 301 apartments, a 795-seat cinema, and 60,765 square feet of retail and restaurant uses. Parking will be provided by a 595 space garage with 718 spaces in surface lots. A total of 1,313 spaces will serve the development. Metra commuters will have the use of parking within the development during the weekday.

This report provides the updated parking calculations reflecting changes to the site plan that has occurred for the Final Planned Unit Development (PUD) was approved in January of 2016.

Changes to the Final PUD plan included:

1. A new theater operator and floor plan with a reduction in the number of seats from 972 to 795 seats and the elimination of the brewpub (-60 seats).
2. Building B increased in size from 3,404 to 3,996 square feet and changed its use from a bank to a restaurant.
3. The apartment building increased from 295 to 301 units.
4. The maximum permissible space for restaurants increased from 20,000 to 30,000 square feet.
5. Total commercial building area decreased from 101,451 to 98,944 square feet (-2.5%)
6. The parking supply was increased by 12 spaces with 13 additional spaces in the parking garage and one less surface space.
7. A reduced parking variation from the zoning requirement from 386 to 369 spaces (-4%).

ZONING CODE PARKING REQUIREMENTS

The parking requirements were updated for the WTC development using the Village of Wheeling's Zoning Code (see **Table 1**).

Overall, the development requires a parking variation of 369 spaces. The largest component of the parking variation is for the 156 commuter spaces (40%) which will be occupied during the day when the spaces will not be needed for the retail/restaurant spaces. For the residential portion of the development, the proposed parking supply is 95 spaces short of the zoning requirement. The parking demand of apartments within a transit-oriented development supports a lower parking ratio of 1.65 spaces per unit. Commercial parking is projected to be short by 118 spaces. Part of this shortage will be dependent on the actual seating and staffing plans for the individual restaurants.

Table 1
Zoning Code Parking Requirements

Use	Size	Zoning Code	Required Parking	Spaces Provided
Apartments	11 studios	1.7 spaces per unit	238	
	129 1-bedroom			
	152 2-bedroom	2.2 spaces per unit	354	
	9 3-bedroom			
	301 units	**Residential Parking Required**	**592**	**497 (84%)**
Theater	38,172 sq. ft. (795 seats) (40 employees peak shift)	1 space per 3 seats plus one space per employee	305	
Retail	29,049 sq. ft.	4 spaces per 1,000 sq. ft.	116	
Coffee Shop	1,716 sq. ft. (54 seats)	1 space per 3 seats plus one space per employee	23	
Restaurants	30,000 sq. ft.	1 space per 3 seats plus one space per employee(1)	490	
	98,937 sq. ft.	**Commercial Parking Required**	**934**	**816 (87%)**
		Wheeling Town Center Parking Requirement	**1,526**	**1,313(86%)**
		Metra East Commuter Lot Parking Agreement	**156**	

(1) Seats based on 25 gross sq. ft. per seat and three employees per 1,000 sq. ft.

RESIDENTIAL PARKING REQUIREMENTS

A review of national and local parking data for apartments, mixed-use developments, and transit-oriented projects clearly indicated a lower parking ratio is warranted for the project. The proposed parking ratio for the apartments at WTC at 1.65 spaces per unit allows for 50% of the units to park two vehicles and maintain some overnight guest parking. This ratio exceeds the national and local parking data (1.23 to 1.39 spaces per unit). These ratios do not include a discount for transit or mixed use developments. Data collected by the RTA and the Village of Palatine at TOD projects support lower rates also at 1.3 to 1.41 spaces per unit. The provision of car sharing at the development will further reduce the residential parking demand.

The lack of parking at any development is always a concern with the possibility overflow parking impacting adjacent properties. The proposed apartments are part of a larger development with 1,312 parking spaces of which 497 spaces are reserved for the exclusive use the renters in the parking garage.

Within the center of the apartment building, a six level 595 space parking garage is planned with 497 spaces reserved for the residents and their guests. The remaining 98 spaces will be reserved for employees or valet parking of the commercial uses within WTC on the top level. Use of the parking garage will be controlled with a gate system to limit its use to residents and guests and the designated employees or valet operators.

Table 2 shows the updated residential parking demand throughout the day. Peak demand occurs in the evening and overnight time periods when the residents are at home. Detailed calculations of the apartment guest and resident parking are included in the **Appendix**.

Table 2
Hourly Apartment Parking Demand

	Weekday Residential Parking			Weekend Residential Parking		
Hour	Total Vehicles	Percent of Capacity	Open Spaces	Total Vehicles	Percent of Capacity	Open Spaces
6:00 AM	**421**	85%	76	**421**	85%	76
7:00 AM	**384**	77%	113	**388**	78%	109
8:00 AM	**367**	74%	130	**367**	74%	130
9:00 AM	**346**	70%	151	**346**	70%	151
10:00 AM	**325**	65%	172	**325**	65%	172
11:00 AM	**304**	61%	193	**304**	61%	193
Noon	**283**	57%	214	**283**	57%	214
1:00 PM	**304**	61%	193	**304**	61%	193
2:00 PM	**304**	61%	193	**304**	61%	193
3:00 PM	**304**	61%	193	**304**	61%	193
4:00 PM	**325**	65%	172	**325**	65%	172
5:00 PM	**376**	76%	121	**376**	76%	121
6:00 PM	**406**	82%	91	**406**	82%	91
7:00 PM	**454**	91%	43	**454**	91%	43
8:00 PM	**458**	92%	39	**458**	92%	39
9:00 PM	**462**	93%	35	**462**	93%	35
10:00 PM	**467**	94%	30	**467**	94%	30
11:00 PM	**458**	92%	39	**458**	92%	39
Midnight	**444**	89%	53	**444**	89%	53

Note: 497 resident parking spaces provided in parking garage.

COMMERCIAL PARKING REQUIREMENTS

Using shared parking principals, the hourly parking demand was recalculated for the retail, bank, coffee shop with drive-thru, the theater, and quality or family/fast casual restaurants for a weekday and a weekend. The weekday and potential weekend Metra commuter parking demand was included. The parking supply of 816 spaces will be provided in the east surface lot (312 spaces), the west lot (406 spaces), and one level of the residential parking garage (98 spaces). **Table 3** summaries the commercial parking needed for the development with detailed calculations in the **Appendix**.

During the weekday, the peak demand for the Final PUD is 679 spaces at 1:00 PM or 83% of the lots' capacity. The previous Preliminary PUD plan had a larger theater and less restaurant space with a peak demand in the evening. With additional restaurant space, the weekday peak shifted to the early afternoon.

On weekends, the peak-demand still occurred in the evening at 8:00 PM with 745 vehicles occupying 91% of the available spaces due to the restaurant/theater uses. Ideally, with retail/restaurant uses, up to 10% of the spaces should be available to minimize excessive parking lot traffic searching for an open space.

Table 3
Hourly Commercial/Metra Parking Demand

Hour	Weekday Parking Total Vehicles	Weekday Parking Percent of Capacity	Weekday Parking Open Spaces	Weekend Parking Total Vehicles	Weekend Parking Percent of Capacity	Weekend Parking Open Spaces
6:00 AM	118	14%	698	69	8%	747
7:00 AM	237	29%	579	143	18%	673
8:00 AM	283	35%	533	202	25%	614
9:00 AM	332	41%	484	288	35%	528
10:00 AM	415	51%	401	355	44%	461
11:00 AM	496	61%	320	409	50%	407
Noon	648	79%	168	591	72%	225
1:00 PM	679	83%	137	639	78%	177
2:00 PM	617	76%	199	606	74%	210
3:00 PM	542	66%	274	555	68%	261
4:00 PM	565	69%	251	560	69%	256
5:00 PM	618	76%	198	620	76%	196
6:00 PM	621	76%	195	690	85%	126
7:00 PM	636	78%	180	722	88%	94
8:00 PM	642	79%	174	745	91%	71
9:00 PM	583	71%	233	631	77%	185
10:00 PM	507	62%	309	598	73%	218
11:00 PM	412	50%	404	515	63%	301
Midnight	203	25%	613	185	23%	631

Note: 816 spaces provided for commercial and Metra uses.

RECCOMENDATIONS

Based on the shared parking analysis the following conclusions and recommendations were reached:

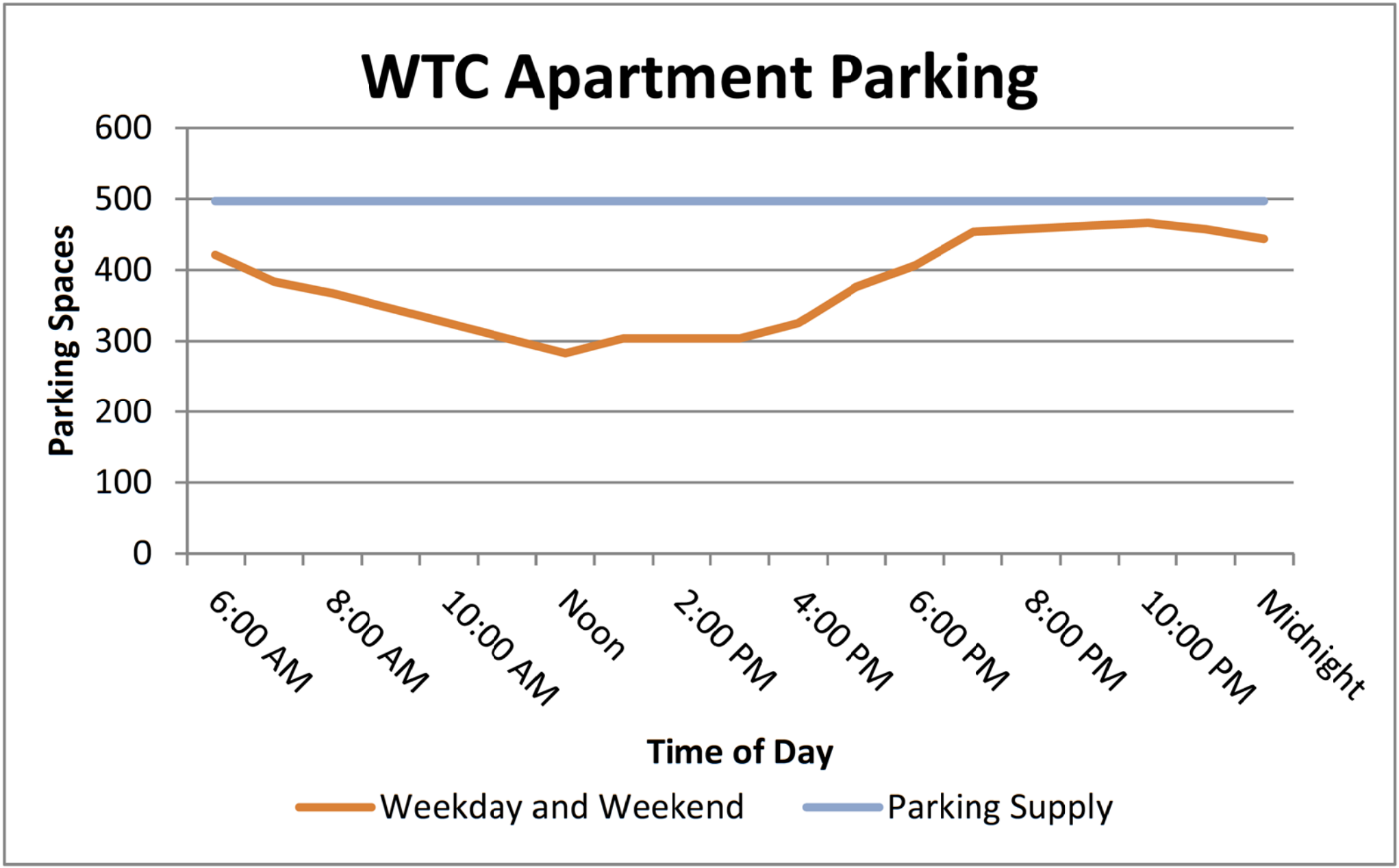
- The zoning code requirement of 1,531 parking spaces and 156 reserved commuter spaces exceeds the proposed supply of 1,313 spaces.
- The parking analysis is based on a maximum of 30,000 square feet of restaurant uses on the site. Additional restaurant space could be considered if the number of seats and parking demand is less than projected.
- Parking requirements for the apartment portion of the development should be reduced to 1.65 spaces per unit based on national and local studies along and its location in a transit oriented development.
- Parking for the apartments will be provided in 497 reserved spaces in the 595 space parking garage. Access to the parking garage will be controlled to only allow residents or their guests.
- The remaining commercial uses and Metra commuters will have 718 surface spaces and 98 spaces in the parking garage. The parking garage spaces will be reserved for employees or the parking valet.
- Based on the shared parking analysis, there is sufficient parking to accommodate the commercial parking demand on a weekday and weekend without overflow.

Appendix Table 1
Wheeling Town Center
Hourly Apartment Parking Calculations

Weekday	Visitor Parking		Resident Parking		Total Apt. Parking	Weekday Garage Parking Provided	Percent Occupancy	Open Spaces
	Size	301	Size	301				
	Parking Ratio	0.15	Parking Ratio	1.4				
	Peak Demand	45.2	Peak Demand	421.4				
	%	veh.	%	veh.				
6:00 AM	0%	0.0	100%	421.4	**421**	497	85%	76
7:00 AM	10%	4.5	90%	379.3	**384**	497	77%	113
8:00 AM	20%	9.0	85%	358.2	**367**	497	74%	130
9:00 AM	20%	9.0	80%	337.1	**346**	497	70%	151
10:00 AM	20%	9.0	75%	316.1	**325**	497	65%	172
11:00 AM	20%	9.0	70%	295.0	**304**	497	61%	193
Noon	20%	9.0	65%	273.9	**283**	497	57%	214
1:00 PM	20%	9.0	70%	295.0	**304**	497	61%	193
2:00 PM	20%	9.0	70%	295.0	**304**	497	61%	193
3:00 PM	20%	9.0	70%	295.0	**304**	497	61%	193
4:00 PM	20%	9.0	75%	316.1	**325**	497	65%	172
5:00 PM	40%	18.1	85%	358.2	**376**	497	76%	121
6:00 PM	60%	27.1	90%	379.3	**406**	497	82%	91
7:00 PM	100%	45.2	97%	408.8	**454**	497	91%	43
8:00 PM	100%	45.2	98%	413.0	**458**	497	92%	39
9:00 PM	100%	45.2	99%	417.2	**462**	497	93%	35
10:00 PM	100%	45.2	100%	421.4	**467**	497	94%	30
11:00 PM	80%	36.1	100%	421.4	**458**	497	92%	39
Midnight	50%	22.6	100%	421.4	**444**	497	89%	53

WEEKEND

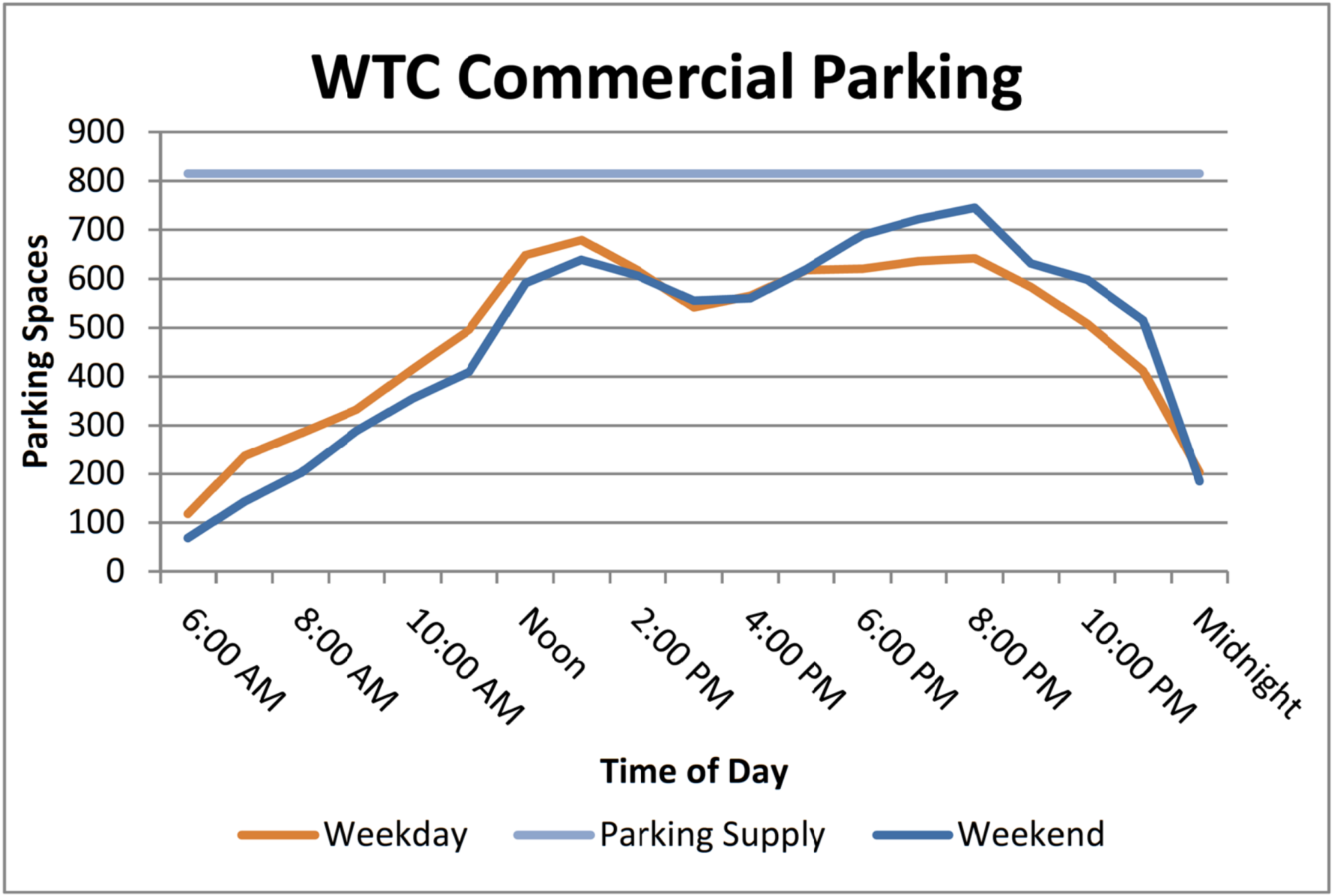
Weekend	Visitor Parking		Resident Parking		Total Apt. Parking	Weekend Garage Parking Provided	Percent Occupancy	Open Spaces
	Size	301	Size	301				
	Parking Ratio	0.15	Parking Ratio	1.4				
	Peak Demand	45.2	Peak Demand	421.4				
	%	veh.	%	veh.				
6:00 AM	0%	0.0	100%	421.4	**421**	497	85%	76
7:00 AM	20%	9.0	90%	379.3	**388**	497	78%	109
8:00 AM	20%	9.0	85%	358.2	**367**	497	74%	130
9:00 AM	20%	9.0	80%	337.1	**346**	497	70%	151
10:00 AM	20%	9.0	75%	316.1	**325**	497	65%	172
11:00 AM	20%	9.0	70%	295.0	**304**	497	61%	193
Noon	20%	9.0	65%	273.9	**283**	497	57%	214
1:00 PM	20%	9.0	70%	295.0	**304**	497	61%	193
2:00 PM	20%	9.0	70%	295.0	**304**	497	61%	193
3:00 PM	20%	9.0	70%	295.0	**304**	497	61%	193
4:00 PM	20%	9.0	75%	316.1	**325**	497	65%	172
5:00 PM	40%	18.1	85%	358.2	**376**	497	76%	121
6:00 PM	60%	27.1	90%	379.3	**406**	497	82%	91
7:00 PM	100%	45.2	97%	408.8	**454**	497	91%	43
8:00 PM	100%	45.2	98%	413.0	**458**	497	92%	39
9:00 PM	100%	45.2	99%	417.2	**462**	497	93%	35
10:00 PM	100%	45.2	100%	421.4	**467**	497	94%	30
11:00 PM	80%	36.1	100%	421.4	**458**	497	92%	39
Midnight	50%	22.6	100%	421.4	**444**	497	89%	53


WTC Apartment Parking
600
500
400
300
200
100
0
Parking Spaces
6:00 AM
8:00 AM
10:00 AM
Noon
2:00 PM
4:00 PM
6:00 PM
8:00 PM
10:00 PM
Midnight
Time of Day
Weekday and Weekend
Parking Supply

Appendix Table 2
Wheeling Town Center
Hourly Commercial Parking Calculations

	RETAIL					THEATER					COFFEE					RESTAURANT Family/High Turn Over					RESTAURANT Quality										
WEEKDAY	**Customer Parking**		**Employee Parking**			**Customer Parking**		**Employee Parking**			**Customer Parking**		**Employee Parking**			**Customer Parking**		**Employee Parking**			**Customer Parking**		**Employee Parking**					**WEEKDAY**			
Size =		29,055		29,055			795					1,716		1,716			15,000		15,000			15,000		15,000							
Parking Ratio		2.9		0.7	**Total**					**Total**		8.8		1.6	**Total**		9		1.5	**Total**		15.25		2.75	**Total**	**Metra**	**Resident**	**Total**	**Percent**	**Parking**	**Extra**
Peak Demand		84.3		20.3	**Parking**		151.1		40.0	**Parking**		15.1		2.7	**Parking**		135.0		22.5	**Parking**		228.8		41.3	**Parking**	**Parking**	**Parking**	**Parking**	**Occ.**	**Provided**	**Prk.**
	%	veh.	%	veh.		%	veh.	%	veh.		%	veh.	%	veh.		%	veh.	%	veh.		%	veh.	%	veh.			**Credit**				
6:00 AM	1%	0.8	10%	2.0	**2.9**	0%	0.0	0%	0.0	**0.0**	50%	7.6	100%	2.7	**10.3**	25%	33.8	50%	11.3	**45.0**	0%	0.0	0%	0.0	**0.0**	**60**		**118**	**14%**	816	698
7:00 AM	5%	4.2	15%	3.1	**7.3**	0%	0.0	0%	0.0	**0.0**	73%	11.0	100%	2.7	**13.8**	50%	67.5	75%	16.9	**84.4**	0%	0.0	20%	8.3	**8.3**	**123**		**237**	**29%**	816	579
8:00 AM	15%	12.6	40%	8.1	**20.8**	0%	0.0	0%	0.0	**0.0**	100%	15.1	100%	2.7	**17.8**	60%	81.0	90%	20.3	**101.3**	0%	0.0	50%	20.6	**20.6**	**123**		**283**	**35%**	816	533
9:00 AM	35%	29.5	75%	15.3	**44.7**	0%	0.0	0%	0.0	**0.0**	63%	9.5	100%	2.7	**12.3**	75%	101.3	90%	20.3	**121.5**	0%	0.0	75%	30.9	**30.9**	**123**		**332**	**41%**	816	484
10:00 AM	65%	54.8	85%	17.3	**72.1**	0%	0.0	0%	0.0	**0.0**	57%	8.6	100%	2.7	**11.4**	85%	114.8	100%	22.5	**137.3**	15%	34.3	90%	37.1	**71.4**	**123**		**415**	**51%**	816	401
11:00 AM	85%	71.6	95%	19.3	**90.9**	0%	0.0	0%	0.0	**0.0**	42%	6.3	100%	2.7	**9.1**	90%	121.5	100%	22.5	**144.0**	40%	91.5	90%	37.1	**128.6**	**123**		**496**	**61%**	816	320
Noon	95%	80.0	100%	20.3	**100.4**	20%	30.2	50%	20.0	**50.2**	39%	5.9	100%	2.7	**8.6**	100%	135.0	100%	22.5	**157.5**	75%	171.6	90%	37.1	**208.7**	**123**		**648**	**79%**	816	168
1:00 PM	100%	84.3	100%	20.3	**104.6**	45%	68.0	60%	24.0	**92.0**	27%	4.1	100%	2.7	**6.8**	90%	121.5	100%	22.5	**144.0**	75%	171.6	90%	37.1	**208.7**	**123**		**679**	**83%**	816	137
2:00 PM	95%	80.0	100%	20.3	**100.4**	55%	83.1	60%	24.0	**107.1**	50%	7.6	100%	2.7	**10.3**	50%	67.5	100%	22.5	**90.0**	65%	148.7	90%	37.1	**185.8**	**123**		**617**	**76%**	816	199
3:00 PM	90%	75.8	100%	20.3	**96.2**	55%	83.1	75%	30.0	**113.1**	50%	7.6	75%	2.1	**9.6**	45%	60.8	75%	16.9	**77.6**	40%	91.5	75%	30.9	**122.4**	**123**		**542**	**66%**	816	274
4:00 PM	90%	75.8	100%	20.3	**96.2**	55%	83.1	75%	30.0	**113.1**	50%	7.6	75%	2.1	**9.6**	45%	60.8	75%	16.9	**77.6**	50%	114.4	75%	30.9	**145.3**	**123**		**565**	**69%**	816	251
5:00 PM	95%	80.0	95%	19.3	**99.4**	60%	90.6	100%	40.0	**130.6**	50%	7.6	75%	2.1	**9.6**	75%	101.3	95%	21.4	**122.6**	75%	171.6	100%	41.3	**212.8**	**65**	**-22**	**618**	**76%**	816	198
6:00 PM	95%	80.0	95%	19.3	**99.4**	60%	90.6	100%	40.0	**130.6**	50%	7.6	75%	2.1	**9.6**	80%	108.0	95%	21.4	**129.4**	95%	217.3	100%	41.3	**258.6**	**15**	**-22**	**621**	**76%**	816	195
7:00 PM	95%	80.0	95%	19.3	**99.4**	80%	120.8	100%	40.0	**160.8**	50%	7.6	75%	2.1	**9.6**	80%	108.0	95%	21.4	**129.4**	100%	228.8	100%	41.3	**270.0**		**-33**	**636**	**78%**	816	180
8:00 PM	80%	67.4	90%	18.3	**85.7**	100%	151.1	100%	40.0	**191.1**	50%	7.6	75%	2.1	**9.6**	80%	108.0	95%	21.4	**129.4**	100%	228.8	100%	41.3	**270.0**		**-44**	**642**	**79%**	816	174
9:00 PM	50%	42.1	75%	15.3	**57.4**	100%	151.1	100%	40.0	**191.1**	50%	7.6	75%	2.1	**9.6**	60%	81.0	80%	18.0	**99.0**	100%	228.8	100%	41.3	**270.0**		**-44**	**583**	**71%**	816	233
10:00 PM	30%	25.3	40%	8.1	**33.4**	80%	120.8	100%	40.0	**160.8**	50%	7.6	75%	2.1	**9.6**	55%	74.3	65%	14.6	**88.9**	95%	217.3	100%	41.3	**258.6**		**-44**	**507**	**62%**	816	309
11:00 PM	10%	8.4	15%	3.1	**11.5**	65%	98.2	70%	28.0	**126.2**	50%	7.6	75%	2.1	**9.6**	50%	67.5	65%	14.6	**82.1**	75%	171.6	80%	33.0	**204.6**		**-22**	**412**	**50%**	816	404
Midnight	0%	0.0	0%	0.0	**0.0**	40%	60.4	50%	20.0	**80.4**	50%	7.6	75%	2.1	**9.6**	25%	33.8	35%	7.9	**41.6**	25%	57.2	35%	14.4	**71.6**			**203**	**25%**	816	613

	RETAIL					Theater					COFFEE					RESTAURANT					RESTAURANT										
WEEKEND	**Customer Parking**		**Employee Parking**			**Customer Parking**		**Employee Parking**			**Customer Parking**		**Employee Parking**			**Customer Parking**		**Employee Parking**			**Customer Parking**		**Employee Parking**								
Size =		29,055		29,055			795					1,716		1,716			15,000		15,000			15,000		15,000			**WEEKEND**				
Parking Ratio		3.2		0.8	**Total**					**Total**		8.8		1.6	**Total**		12.75		2.25	**Total**		17		3	**Total**	**Metra**	**Resident**		**Percent**	**Parking**	**Extra**
Peak Demand		93.0		23.2	**Parking**		206.7		40.0	**Parking**		15.1		2.7	**Parking**		191.3		33.8	**Parking**		255.0		45.0	**Parking**	**Parking**	**Parking**	**Total**	**Occ.**	**Provided**	**Prk.**
	%	veh.	%	veh.		%	veh.	%	veh.		%	veh.	%	veh.		%	veh.	%	veh.		%	veh.	%	veh.			**Credit**	**Parking**			
6:00 AM	1%	0.9	10%	2.3	**3.3**	0%	0.0	0%	0.0	**0.0**	50%	7.6	100%	2.7	**10.3**	10%	19.1	50%	16.9	**36.0**	0%	0.0	0%	0.0	**0.0**	**19**		**69**	**8%**	816	747
7:00 AM	5%	4.6	15%	3.5	**8.1**	0%	0.0	0%	0.0	**0.0**	100%	15.1	100%	2.7	**17.8**	25%	47.8	70%	23.6	**71.4**	0%	0.0	20%	9.0	**9.0**	**37**		**143**	**18%**	816	673
8:00 AM	10%	9.3	40%	9.3	**18.6**	0%	0.0	0%	0.0	**0.0**	90%	13.6	100%	2.7	**16.3**	45%	86.1	90%	30.4	**116.4**	0%	0.0	30%	13.5	**13.5**	**37**		**202**	**25%**	816	614
9:00 AM	30%	27.9	75%	17.4	**45.3**	0%	0.0	0%	0.0	**0.0**	80%	12.1	100%	2.7	**14.8**	70%	133.9	90%	30.4	**164.3**	0%	0.0	60%	27.0	**27.0**	**37**		**288**	**35%**	816	528
10:00 AM	50%	46.5	85%	19.8	**66.2**	0%	0.0	0%	0.0	**0.0**	65%	9.8	100%	2.7	**12.6**	90%	172.1	100%	33.8	**205.9**	0%	0.0	75%	33.8	**33.8**	**37**		**355**	**44%**	816	461
11:00 AM	65%	60.4	95%	22.1	**82.5**	0%	0.0	0%	0.0	**0.0**	62%	9.4	100%	2.7	**12.1**	90%	172.1	100%	33.8	**205.9**	15%	38.3	75%	33.8	**72.0**	**37**		**409**	**50%**	816	407
Noon	80%	74.4	100%	23.2	**97.6**	20%	41.3	50%	20.0	**61.3**	40%	6.0	100%	2.7	**8.8**	100%	191.3	100%	33.8	**225.0**	50%	127.5	75%	33.8	**161.3**	**37**		**591**	**72%**	816	225
1:00 PM	90%	83.7	100%	23.2	**106.9**	45%	93.0	60%	24.0	**117.0**	32%	4.8	100%	2.7	**7.6**	85%	162.6	100%	33.8	**196.3**	55%	140.3	75%	33.8	**174.0**	**37**		**639**	**78%**	816	177
2:00 PM	100%	93.0	100%	23.2	**116.2**	55%	113.7	60%	24.0	**137.7**	40%	6.0	100%	2.7	**8.8**	65%	124.3	100%	33.8	**158.1**	45%	114.8	75%	33.8	**148.5**	**37**		**606**	**74%**	816	210
3:00 PM	100%	93.0	100%	23.2	**116.2**	55%	113.7	75%	30.0	**143.7**	40%	6.0	75%	2.1	**8.1**	40%	76.5	75%	25.3	**101.8**	45%	114.8	75%	33.8	**148.5**	**37**		**555**	**68%**	816	261
4:00 PM	95%	88.3	100%	23.2	**111.6**	55%	113.7	75%	30.0	**143.7**	40%	6.0	75%	2.1	**8.1**	45%	86.1	75%	25.3	**111.4**	45%	114.8	75%	33.8	**148.5**	**37**		**560**	**69%**	816	256
5:00 PM	90%	83.7	95%	22.1	**105.8**	60%	124.0	100%	40.0	**164.0**	40%	6.0	75%	2.1	**8.1**	60%	114.8	95%	32.1	**146.8**	60%	153.0	100%	45.0	**198.0**	**19**	**-22**	**620**	**76%**	816	196
6:00 PM	80%	74.4	85%	19.8	**94.1**	60%	124.0	100%	40.0	**164.0**	40%	6.0	75%	2.1	**8.1**	70%	133.9	95%	32.1	**165.9**	90%	229.5	100%	45.0	**274.5**	**5**	**-22**	**690**	**85%**	816	126
7:00 PM	75%	69.7	80%	18.6	**88.3**	80%	165.4	100%	40.0	**205.4**	40%	6.0	75%	2.1	**8.1**	70%	133.9	95%	32.1	**165.9**	95%	242.3	100%	45.0	**287.3**		**-33**	**722**	**88%**	816	94
8:00 PM	65%	60.4	75%	17.4	**77.9**	100%	206.7	100%	40.0	**246.7**	40%	6.0	75%	2.1	**8.1**	65%	124.3	95%	32.1	**156.4**	100%	255.0	100%	45.0	**300.0**		**-44**	**745**	**91%**	816	71
9:00 PM	50%	46.5	65%	15.1	**61.6**	100%	206.7	100%	40.0	**246.7**	40%	6.0	75%	2.1	**8.1**	30%	57.4	80%	27.0	**84.4**	90%	229.5	100%	45.0	**274.5**		**-44**	**631**	**77%**	816	185
10:00 PM	35%	32.5	45%	10.5	**43.0**	100%	206.7	100%	40.0	**246.7**	40%	6.0	75%	2.1	**8.1**	25%	47.8	65%	21.9	**69.8**	90%	229.5	100%	45.0	**274.5**		**-44**	**598**	**73%**	816	218
11:00 PM	15%	13.9	15%	3.5	**17.4**	80%	165.4	70%	28.0	**193.4**	40%	6.0	75%	2.1	**8.1**	15%	28.7	65%	21.9	**50.6**	90%	229.5	85%	38.3	**267.8**		**-22**	**515**	**63%**	816	301
Midnight	0%	0.0	0%	0.0	**0.0**	50%	103.4	50%	20.0	**123.4**	40%	6.0	75%	2.1	**8.1**	10%	19.1	35%	11.8	**30.9**	0%	0.0	50%	22.5	**22.5**			**185**	**23%**	816	631


WTC Commercial Parking
Parking Spaces
900
800
700
600
500
400
300
200
100
0
6:00 AM
8:00 AM
10:00 AM
Noon
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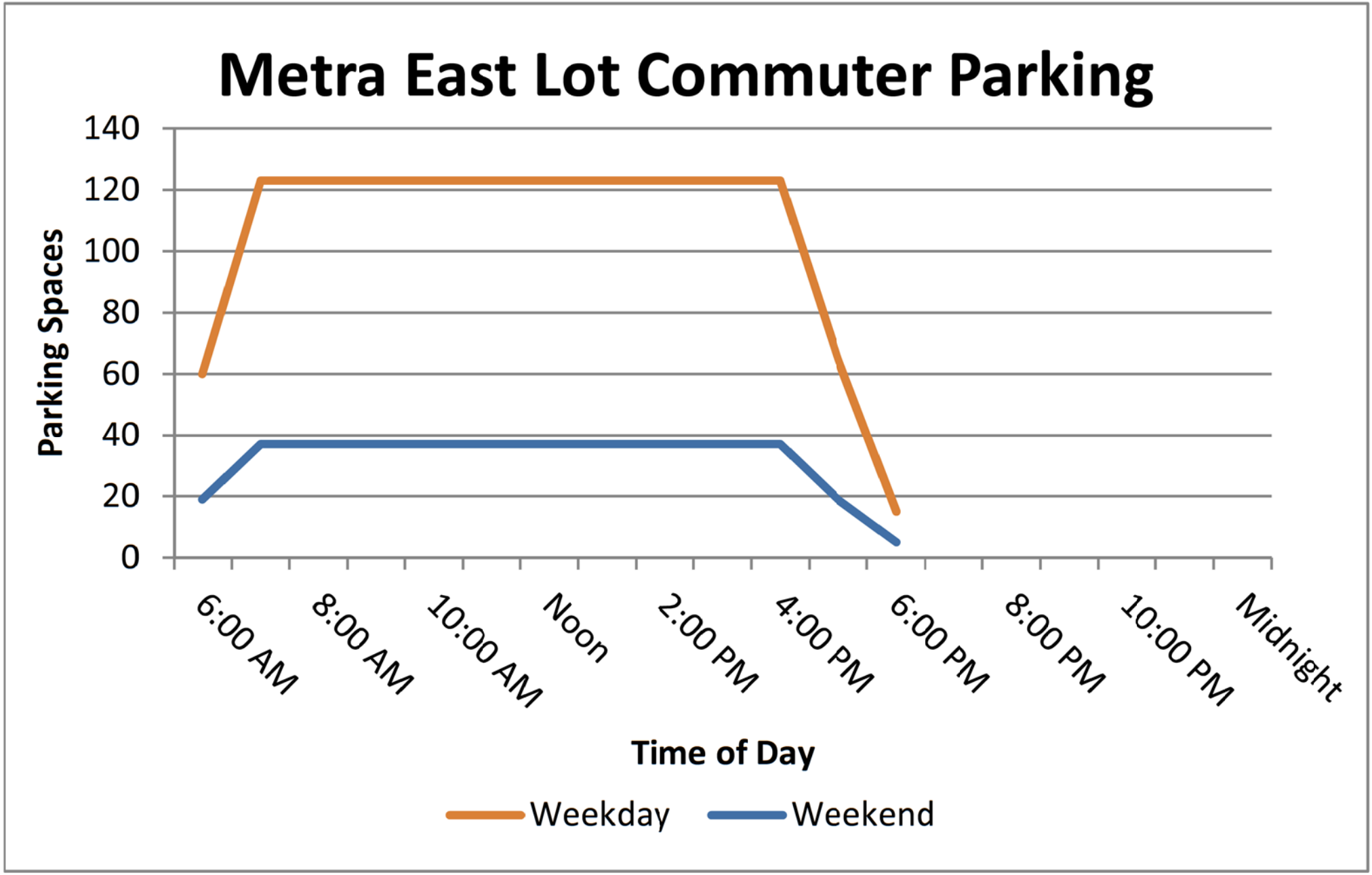
4:00 PM
6:00 PM
8:00 PM
10:00 PM
Midnight
Time of Day
Weekday
Parking Supply
Weekend


Metra East Lot Commuter Parking
Parking Spaces
140
120
100
80
60
40
20
0
6:00 AM
8:00 AM
10:00 AM
Noon
2:00 PM
4:00 PM
6:00 PM
8:00 PM
10:00 PM
Midnight
Time of Day
Weekday
Weekend

This Instrument was
PREPARED BY, AND, UPON RECORDATION, RETURN TO:

ABRAHAM TRIEGER, ESQ.
LEVENFELD PEARLSTEIN, LLC
2 NORTH LASALLE STREET
SUITE 1300
CHICAGO, ILLINOIS 60602

THIS SPACE FOR RECORDER'S USE ONLY

DECLARATION OF COVENANTS, RECIPROCAL EASEMENTS AND OPERATING AGREEMENT FOR WHEELING TOWN CENTER

Exhibit recevied September 1, 2016

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LIST OF EXHIBITS

Exhibit A The Real Estate

Exhibit B Site Plan

Exhibit C Proportionate Shares of Common Area Maintenance Costs

DECLARATION OF COVENANTS, RECIPROCAL EASEMENTS AND OPERATING AGREEMENT FOR WHEELING TOWN CENTER

THIS DECLARATION OF COVENANTS, RECIPROCAL EASEMENTS AND OPERATING AGREEMENT FOR WHEELING TOWN CENTER (this "Declaration") is made and entered into as of the ___ day of _____, ____ (the "Effective Date") by _____, a[n] _____ ("Declarant").

PRELIMINARY STATEMENT

A. Declarant is the owner in fee of certain parcels of land located in Cook County, Illinois, legally described in Exhibit A attached to and made part hereof (the "Real Estate"). Declarant intends to develop the Real Estate as a mixed-use development known as "Wheeling Town Center" (the "Development"), as generally depicted on the site plan set forth in Exhibit B attached to and made a part hereof (the "Site Plan").

B. Located within and constituting a portion of the Real Estate, are 12 parcels designated as "Lot A", through "Lot L", inclusive, in Exhibit A-1 and on the Site Plan (sometimes referred to in this Agreement as a "Lot", or collectively as the "Lots"). The Lots are contiguous, and Declarant intends to development the Lots for their respective purposes.

C. Declarant, by this Declaration, intends to impose and establish easements of common use and ingress and egress upon and over the Common Areas (as hereinafter defined) of the Development, and to provide for (i) payment of taxes and the cost of maintaining, repairing and insuring the Development, and (ii) certain permitted and prohibited uses of any Building (as hereinafter defined), and other areas within the Development.

D. Although, as of the Effective Date, the Lots are owned by the Declarant, the Lots may in the future be owned separately. As referred to in this Declaration, the fee owner, from time to time, of each Lot shall be referred to in this Declaration as an "Owner", and collectively, as the "Owners".

NOW, THEREFORE, in consideration of the Recitals and the covenants contained in this Declaration, the Declarant, intending to be legally bound, declares that the Real Estate and any part thereof is and shall be owned, held, mortgaged, leased or otherwise encumbered, transferred, assigned, sold, conveyed and accepted subject to this Declaration, and declares that each of the following easements, covenants, conditions, restrictions, burdens, uses, privileges and charges created under this Declaration shall exist at all times hereafter amongst, and be binding upon and inure, to the extent provided herein, to the benefit of all parties having or acquiring any right, title or interest in or to any portion of, or interest or estate in, the Real Estate, and each of the foregoing shall run with the land subjected to this Declaration.

ARTICLE 1
DEFINITIONS

"**Access Driveways**" shall mean those driveways and drive aisles shown on the Site Plan, as modified from time to time in accordance with this Declaration, which provide ingress and egress to and from the Development and (i) _____, (ii) _____, and (iii) any adjacent property over which easement rights for ingress and egress have been granted for the benefit of the Development, or any portion of the Development, as such driveways and drive aisles are generally depicted on the Site Plan.

"**Approving Party**" shall mean the Owner designated from time to time to make certain decisions, and/or give certain approvals pursuant to the terms of this Declaration. There shall be one (1) Approving Party representing each Lot. Each Approving Party shall have absolute discretion to make the decisions or amend or terminate this Declaration pursuant to Section 6.9(F), and/or give the approvals expressly designated to be made or given on behalf of the Lot represented by such position, regardless of whether the Approving Party then owns all or less than all of such Lot. The Owner designated as Approving Party for Lot J shall have the right to assign such status to any other Owner owning a portion of Lot J; provided, however, if such assignment is not made in writing, then, the status of Approving Party for Lot J shall automatically be deemed assigned to the Owner acquiring the portion of Lot J owned by the Owner then holding the status of Approving Party for Lot J. Declarant shall be the initial Approving Party for the Lots. If a Lot is owned by more than one Person, the Person or Persons holding at least fifty-one percent (51%) of the ownership interest in such Lot shall designate the Approving Party to represent all Owners of such Lot. Until the notice of transfer of a Lot is given to the Approving Party for Lot J, the transferring Owner shall (for the purpose of this Declaration only) be the transferee's agent with respect to this Declaration.

"Arbitrable Dispute" shall mean any dispute arising under this Declaration which is expressly made subject to arbitration under the provisions of Article 8 or is designated in this Declaration as an Arbitrable Dispute.

"Benefiting Owner" shall mean the then current Owner of the Lot that benefits from an Easement granted under this Declaration.

"Building" or **"Buildings"** shall mean any and all enclosed structures, constructed or from time to time located on the Real Estate, which shall include any appurtenant canopies, supports, loading docks, truck ramps and other outward extensions.

"**Building Area**" shall mean the limited areas of the Development within which a Building may be constructed, placed or located, which limited areas are delineated in the Site Plan.

"Burdened Owner" shall mean the then current Owner of the Lot that is subject to an Easement granted under this Declaration.

"**Common Area**" shall mean all areas within the boundaries of the Real Estate which are available for the common use and benefit of the Owners, Occupants and Permittees, exclusive of Buildings and other Building improvements such as trash enclosures and utility boxes. Common Area shall include the Access Driveways and the Village Green. **[Note – are any of the parking spaces to be exclusive parking spaces pursuant to the Commuter Station Development Agreement?]**

"**Common Area Maintenance Costs**" is defined in Section 4.2(B).

"**Claims**" shall mean claims and demands, including any action or proceeding brought therefor, and all costs, losses, expenses and liabilities, (including reasonable attorneys' fees and costs of suit), including liens arising out of an event or occurrence.

"**Constant Dollars**" shall mean the value of the U.S. dollar to which such phrase refers, as adjusted from time to time. An adjustment shall occur on January 1 of the sixth calendar year following the Effective Date, and thereafter, at five (5) year intervals. Constant Dollars shall be determined by multiplying the dollar amount to be adjusted by a fraction, the numerator of which is the Current Index Number and the denominator of which is the Base Index Number. The "**Base Index Number**" shall be the level of the Index for calendar year 2016; the "**Current Index Number**" shall be the level of the

Index for the calendar year immediately preceding the adjustment year; and the "**Index**" shall be the Consumer Price Index for all Urban Consumers (CPI-U), published by the Bureau of Labor Statistics of the United States Department of Labor for U.S. City Average, All Items (1982-84=100), or any successor index thereto as hereinafter provided. If publication of the Index is discontinued, or if the basis of calculating the Index is materially changed, then, the Owner of Lot J shall substitute for the index comparable statistics as computed by an agency of the United States Government, or, if none, by a substantial and responsible periodical or publication of recognized authority most closely approximating the result which would have been achieved by the Index.

"**CPFs**" shall mean the commuter parking facilities in the Village of Wheeling related to Wheeling commuter rail station as identified in the Shared Maintenance Agreement.

"Declarant" shall mean the Person first identified as Declarant above.

"Development" shall have the meaning as set for in Recital A.

"**Easements**" shall mean all easements declared, granted or created pursuant to the terms and provisions of this Declaration.

"**Force Majeure Event**" shall have the meaning set forth in Section 6.12.

"**Governmental Authorities**" shall mean any federal, state, county, city or local governmental or quasi-governmental authority, entity or body (or any departmental agency thereof) exercising jurisdiction over a particular subject matter.

"**Indemnitees**" shall mean the licensees, concessionaires, contractors, subcontractors, agents, servants, and employees of a Person.

"**Laws**"; "**Law**" shall mean statutes, rules, regulations, orders, ordinances and other laws of Governmental Authorities.

"**Lot**", "**Lots**" shall have the meanings as set forth in Recital B.

"**Occupant**" shall mean any Person from time to time entitled to the use and occupancy of any portion of a Building under any ownership right, lease, sublease, license, concession or other similar possessory agreement.

"**Operating Owner**" shall mean (i) Declarant, so long as Declarant is the Owner of any Lot and has not in a writing recorded with the Recorder, designated the Owner of Lot J as the Operating Owner; or (ii) the Owner of Lot J if (x) at any time, Declarant has in a writing recorded with the Recorder, designated the Owner of Lot J as the operating Owner; or (y) at any time the Declarant is not the Owner of any Lot.

"**Owner**"; "**Owners**" shall have the meaning set forth in Recital D.

"**Person**" shall mean any individual, partnership, corporation, limited liability company, firm, association, trust or any other form of business or government entity.

"**Permittee**" shall mean the officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees, patrons, licensees, subtenants and concessionaires of Declarant, other Owners and Occupants insofar as their activities relate to the intended development, use and

occupancy of the Development. Among others, Persons engaging in the following activities on the Common Area shall not be considered to be Permittees:

Exhibiting any placard, sign or notice;

Distributing any circular, handbill, placard or booklet;

Soliciting memberships or contributions;

Parading, picketing or demonstrating; and

Failing to follow rules and regulations relating to the use of Declarant's Property.

"**Recorder**" shall mean the Office of the Recorder of Cook County, Illinois.

"**Redevelopment Agreement**" shall mean that certain Restated Redevelopment Agreement – Wheeling Town Center dated _____ __, 2016 by and between the Village and Declarant.

"**Shared Maintenance Agreement**" shall mean that certain Maintenance Agreement dated _____ ___, 2016 by and between the Village and Declarant.

"**Site Plan**" shall mean the Site Plan attached hereto as Exhibit B attached hereto and made a part hereof.

"**Utility Lines**" shall mean those facilities and systems for the transmission of utility services, including drainage and storage of surface water, sanitary sewers, storm drains, water (fire and domestic), gas, electric, telephone and communication lines. For purposes of this Declaration, "Utility Lines" shall not include (i) the large diameter regional pipe which connects or will connect Lake Heritage and the property developed or to be developed on the north side of Dundee Road **[REVIEW]**, and (ii) the water mains owned and maintained or to be owned and maintained by the Village pursuant to the Redevelopment Agreement. "**Common Utility Lines**" shall mean those Utility Lines which are installed to provide the applicable service to more than one Lot, including extensions therefrom to the perimeter of any Lot. "**Separate Utility Lines**" shall mean those Utility Lines which are installed to provide the applicable service to only one (1) Lot (including any portion of a Common Utility Line within the perimeter of each of the Lots). For the purpose of this Declaration, the portion of a Utility Line extending between a Common Utility Line and a Building shall be considered a Separate Utility Line. Utility Lines installed pursuant to this Agreement shall only provide service necessary for the development and/or operation of the Development.

"**Village**" shall mean the Village of Wheeling, an Illinois home rule municipal corporation.

"**Village Green**" shall mean Lot ___ which is included as Common Area, and is to be used solely as a landscaped area for _____.

For convenience, the Exhibits are identified below:

Exhibit A	Legal Description of the Real Estate
Exhibit B	Site Plan
Exhibit C	Proportionate Shares of Common Area Maintenance Costs

ARTICLE 2
EASEMENTS

2.1 Grant and Declaration of Reciprocal Easements. There is hereby granted, declared and reserved by Declarant for the mutual and reciprocal benefit of each Lot and any and all parts thereof, and for the mutual and reciprocal benefit of the present and future Owners of the Lots, and their respective successors, assigns, mortgagees, lessees, sublessees, employees, agents, customers, licensees and invitees, a permanent, mutual, reciprocal non-exclusive easement and right for the passage and parking of vehicles over and across the parking and driveway areas of the Common Areas on the Burdened Owner's Lot, including any Access Driveways, as the same may from time to time be constructed and maintained for such use, and for the passage and accommodation of pedestrians over and across the parking, Access Driveways and sidewalk areas of the Common Areas on the Burdened Owner's Lot, as the same may from time to time be constructed and maintained for such use. The rights encompassed within this grant shall include the right to use and enjoy all entrances, exits, driveways, parking spaces, walks and service drives located within the Common Areas of the Development, Village Green, and such additional common facilities as may now or hereafter be established and constructed upon the Lots for the purposes for which they are provided and intended. The Common Areas shall not be materially altered or modified without the prior written approval of the Owners, which approval shall not be unreasonably withheld. An Owner shall not be deemed to have unreasonably withheld approval of an alteration or modification of any of the Common Areas if any such alteration or modification would materially and adversely affect or impair the use and enjoyment of such Owner's Lot by such Owner or any Permittee of such Owner. Notwithstanding anything contained in this Section 2.1 to the contrary, the easement rights created pursuant to this Section 2.1 shall be subject to the following reservations as well as the other applicable provisions contained in this Agreement:

i. Each Owner reserves the right to close-off any portion of the Common Area on such Owner's Lot (exclusive of the Access Driveways), for such reasonable period of time as may be legally necessary, in the opinion of the counsel for such Owner to prevent the acquisition of prescriptive rights by any Person; and

ii. Each Owner reserves the right to temporarily erect or place barriers in and around areas on such Owner's Lot (exclusive of the Access Driveways) which are being constructed and/or repaired in order to insure either safety of Persons or protection of property.

2.2 Utilities.

(A) There is hereby granted, declared and reserved by Declaration for the mutual and reciprocal benefit of each Lot and any and all parts thereof, and for the mutual and reciprocal benefit of the present and future Owners of the Lots, and their respective successors, assigns, mortgagees, lessees, employees, agents, customers, licensees and invitees, non-exclusive, mutual, perpetual Easements in, to, over, under, along and across those portions of the Common Area located on such Burdened Owner's Lot (exclusive of any portion located within a Building) ("Utility Easement Area") necessary for the installation, operation, flow, passage, use, maintenance, connection, repair, relocation and removal of Utility Lines serving the Benefiting Owner's Lot. All Utility Lines shall be underground except those Utility Lines which on the Effective Date are above ground, or as may be required by any governmental agencies having jurisdiction over the Development or by the provider of any utility service. Such Utility Easement Area shall be no wider than necessary to reasonably satisfy the requirements of a private or public utility company, or five (5) feet on each side of the centerline if the easement is granted to an Owner.

An Owner installing Separate Utility Lines pursuant to the provisions of this Section 2.2 shall pay all costs and expenses with respect to the installation and maintenance thereof, and shall cause all work in connection therewith (including general clean-up and proper surface and/or subsurface restoration) to be completed as quickly as possible and in a manner so as to minimize interference with the use of the Common Area. The Owner of a Lot on which any Separate Utility Line within the Utility Easement Area is located agrees to defend, protect, indemnify and hold harmless the other Owners from and against all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including reasonable attorneys' fees and cost of suit, arising out of or resulting from the exercise of the right to install, maintain and operate the Separate Utility Line within the Utility Easement Area. If Common Utility Lines are installed, all repairs, maintenance, replacement and other work thereon shall be part of Common Area maintenance obligation pursuant to Section 4.2(A).

(B) Each Owner hereby grants, declares, reserves and conveys to the other Owners the perpetual right and easement to discharge surface storm drainage and/or runoff from the Benefiting Owner's Parcel over, upon and across the Common Area of the Burdened Owner's Lot, upon the following conditions and terms:

i. The Common Area grades and any surface water drainage/retention system for the Development shall be maintained in strict conformance with the grades and systems for the Development as constructed or as to be constructed by Declarant;

ii. No Owner shall alter, or permit to be altered, the surface grade of the Common Area or the drainage/retention system constructed on its Lot if such alteration would materially increase the flow of surface water onto any other Lot either within the aggregate or by directing the flow of surface water to a limited area; and

iii. All surface water collection, retention and distribution facilities shall be deemed a Common Utility Line.

Each Benefiting Owner agrees to defend, protect, indemnify and hold harmless the Burdened Owners from and against all claims or demands, including any action or proceeding brought thereon, and all costs, expenses and liabilities of any kind relating thereto, including reasonable attorneys' fees and costs of suit, arising out of or resulting from the exercise of the right to discharge surface storm drainage and/or runoff on the Common Area of such indemnified Burdened Owner's Lot.

2.2.1. Relocation of Utility Lines. An Owner shall have the right to relocate a Utility Line on its Lot upon thirty (30) days prior written notice to the Owner(s) on whose Lot(s) such Utility Line is to be relocated; provided that such relocation shall:

i. not unreasonably interfere with or diminish the utility service to such other Owner(s); and if an electrical line/computer line is being relocated, then, the Owner relocating such Utility Line and the Owner(s) on to whose Lot(s) the Utility Line is to be relocated shall coordinate such interruption to eliminate any detrimental effects;

ii. not materially reduce or unreasonably impair the usefulness or function of such Utility Line;

iii. be performed without cost or expense to the other Owner(s) on whose Lot(s) such Utility Line is to be relocated;

iv. be completed using materials and design standards which equal or exceed those originally used; and

v. have been approved by the provider of such utility service and the appropriate Governmental Authorities.

Documentation of the relocated easement area, including the furnishing of an "as-built" survey to the Owner(s) on whose Lot(s) such Utility Line is to be relocated, shall be at the expense of the Owner relocating the Utility Line, and shall be accomplished as soon as possible following completion of such relocation.

2.2.2. Enforcement. In the event an Owner fails to perform its obligations under this Section 2.2, the other Owners shall each have the right to claim a default pursuant to Section 6.1, and avail themselves of all the provisions therein contained, including the right to lien a Defaulting Owner's Lot, and receive Interest at the rate specified in Section 6.2 on all sums expended to cure such default.

2.3 Construction, Maintenance and Reconstruction. **[REVIEW FOR APPLICABILITY]**

(A) In order to accommodate any footings, foundations, columns or walls which may be constructed or reconstructed immediately adjacent to a common boundary line and which may overlap that common boundary line, there is hereby granted, declared and reserved by Declarant for the mutual and reciprocal benefit of each Lot and to each Owner owning any adjacent Lot, a non-exclusive Easement in, to, over, under and across that portion of its Lot adjacent to such common boundary line in space nor theretofore occupied by any then-existing Building or to be occupied by a contemplated Building for the construction, maintenance and replacement of underground footings to a maximum lateral distance of five feet (5') and for the construction, replacement and maintenance of foundations, columns or walls to a maximum lateral distance of six inches (6"). The Easement created by this Section 2.3(A) shall continue in effect for term of this Declaration and thereafter for so long as the Building utilizing the easement area exists (including a reasonable period to permit reconstruction or replacement of such Building if the same shall be destroyed, damaged or demolished).

(B) Prior to utilizing any Easement set for in Section 2.3(A), the Benefitting Owner shall advise the Burdened Owner of its intention to use the same, and shall provide plans and specifications and proposed construction techniques for the improvements to be located within the Easement area, and shall give the Burdened Owner an opportunity to commence any construction activities which it contemplates undertaking to the end that each Owner involved shall be able to utilize subterranean construction techniques which will permit the placement above ground of a Building on each Lot immediately adjacent to the common boundary line. If a common subterranean construction element is used, it is specifically understood that the Benefitting Owner and the Burdened Owner shall each assume and pay its reasonable share of the cost and expense of the initial construction and, so long as both Owners are benefiting therefrom, subsequent maintenance thereof. In the event any Building utilizing a common subterranean element is destroyed and not replaced or is removed, the common subterranean construction element shall be left in place for the benefit of any Building utilizing the same located on the adjoining Lot.

(C) In connection with any construction, reconstruction, repair or maintenance on the Lot, each Owner reserves the right to create a temporary staging and/or storage area in the Common Area at such location as will not unreasonably interfere with access between such Lot and the other areas of the

Development. The Owner creating such temporary staging and/or storage area in the Common Area shall reasonably maintain the temporary staging and/or storage area in a sightly condition. Prior to the commencement of any work which requires the establishment of a staging and/or storage area, such Owner shall give the Approving Parties at least 30 days prior notice of the proposed location; provided, however, if a business is operating on a Lot, then no other Owner's staging area shall be located within _____ feet of the front door of the Building on such Lot or ___ feet from the property line of such Lot, and if substantial work is to be performed, the constructing Owner shall, at the request of any Approving Party, fence off the staging and storage area. All storage of materials and the parking of construction vehicles, including vehicles of workers, shall occur only on the constructing Owner's Lot, and all laborers, suppliers, contractors and others connected with such construction activities shall use only the access points located upon the constructing Owner's Lot, or other construction access points mutually agreed to by the Approving Parties. Upon completion of such work, the constructing Owner shall restore the affected Common Area to a condition equal to or better than that existing prior to commencement of such work.

2.4 Restriction. No Owner shall grant any easement for the purpose set forth in this Article for the benefit of any property not within the Development; provided, however, that the foregoing shall not prohibit the granting or dedicating of easements by an Owner on its Lot to governmental or quasi-governmental authorities or to public utilities.

2.5 Arbitrable Dispute. Any disputes concerning the existence, location, nature, use and scope of any of the Easements granted under this Article 2 shall constitute Arbitrable Disputes.

ARTICLE 3
CONSTRUCTION AND COVENANTS

3.1 General Requirements.

(A) In connection with any construction activities performed by an Owner within the Development, such Owner shall perform such construction activities in compliance with all applicable Laws. All construction shall be performed in a good, safe, workman-like manner.

(B) The construction activities performed by an Owner shall not:

i. unreasonably increase the cost of constructing improvements on another Lot; or

ii. unreasonably interfere with construction work being performed on any other part of any other Lot; or

iii. unreasonably interfere with the use, occupancy or enjoyment of any part of any other Lot by the Owner of such Lot or any Occupant of such other Lot; or

iv. cause any Building located on another Lot to be in violation of any Laws; or

v. result in any temporary or permanent closure, obstruction or blockage of any of the Access Driveways.

No Building shall be constructed on a Lot other than within the Building Area depicted on the Site Plan as the "Building Area" of such Lot.

(C) Each Owner shall defend, indemnify and hold harmless the other Owners from all Claims, and from any accident, injury or loss or damage whatsoever occurring to any Person or to the property of any Person, arising out of or resulting from any construction activities performed or authorized by such indemnifying Owner; provided, however, that the foregoing shall not be applicable to events or circumstances caused by the negligence or willful act or omission of such indemnified Owner, its Indemnitees, or anyone claiming by, through or under any of them unless covered by the release set forth in Section 5.5(C).

(D) Each Owner shall maintain and keep the exterior portion of the Buildings on its Lot in first-class condition and state of repair in compliance with all Laws, and in compliance with the provisions of this Declaration. Each Owner further agrees to store all trash and garbage in adequate containers, to locate such containers within the areas so designated by the Operating Owner so that they are not readily visible from the customer parking area, and to arrange for regular removal of such trash or garbage.

3.2 Common Area. The Common Area shall initially be located within the areas shown on the Site Plan, subject to changes thereto required by Governmental Authorities and any other changes reasonably required by the Operating Owner, provided that any such changes to the Common Areas reasonably required by the Operating Owner (i) are performed in accordance with Law, (ii) do not materially or adversely impair the use and enjoyment of any Lot by the Owner of such Lot or any Permittee of such Owner, and (iii) do not block, obstruct or impair the use by any Owner or any Permittee of such Owner of any drive-through facility serving any Lot. No fence or other barrier which would prevent or unreasonably obstruct the passage of pedestrian or vehicular travel shall be erected or permitted within or across the Common Area.

3.3 Liens. In the event any mechanic's, materialmen's and/or laborer's lien or claim for lien is filed against the Lot of an Owner as a result of services performed or materials furnished for the use of another Owner, the Owner permitting or causing such lien to be so filed agrees to cause such lien to be discharged in accordance with this provision, and further agrees to indemnify, defend, and hold harmless the other Owners and the respective Lots of such other Owners against all Claims on account of such lien or claim of lien. The Owner permitting or causing such lien to be filed agrees to promptly cause such lien to be released and discharged of record, either by paying the indebtedness which gave rise to such lien or by posting bond or other security as shall be required by law to obtain such release and discharge within sixty (60) days of the attachment of the lien to the Lot of any other Owner. Nothing herein shall prevent an Owner permitting or causing such lien from contesting the validity thereof in any manner such Owner chooses so long as such contest is pursued with reasonable diligence and the Lots of the other Owners are adequately protected against loss, cost or damage arising by reason of such lien. In the event such contest is determined adversely (allowing for appeal to the highest appellate court), the Owner permitting or causing the lien shall immediately pay the indebtedness which gave rise to the lien or cause such security to be applied in discharge of the lien, together with any interest, penalties, costs or other charges necessary to release such lien.

ARTICLE 4
MAINTENANCE AND REPAIR

4.1 Utility Lines. Common Utility Lines shall be maintained and replaced as provided in Section 4.2.

4.2 Common Area.

(A) The Operating Owner shall maintain and operate, or cause to be maintained and operated, the Common Areas in a sightly, safe condition and good state of repair. All Common Area improvements shall be repaired or replaced with materials of a quality which is at least equal to the quality of the materials being repaired or replaced so as to maintain the architectural and aesthetic harmony of Declarant's Property as a whole. The minimum standard of maintenance for the improved Common Area shall be comparable to the standard of maintenance followed in other first-class residential and retail developments of comparable size, age and tenant-mix in the greater Chicago metropolitan area; notwithstanding the foregoing, however, the Common Area shall be operated and maintained in compliance with all applicable Laws, and the provisions of this Declaration. Such operation, maintenance and repair obligation shall include, but not be limited to, the following:

i. Access Driveways, Parking Areas and Curbs. Maintaining, cleaning and replacing the Access Driveways and all other paved areas and surfaces, curbs and any ADA required ramps, access ways and crossings, in a smooth and evenly covered condition, including, without limitation, replacement of base, skin patch, resurfacing, restriping and resealing. (For the purpose of this Section 4.2(A)(i), an overlay of the drives and parking areas shall be considered a maintenance item.);

ii. Debris; Refuse; Snow and Ice. Periodically removing all papers, debris, filth, refuse, ice and snow, including vacuuming and broom-sweeping and rubbish removal, from the Common Area and Common Area improvements, to the extent necessary to keep the Common Area in a first-class, clean and orderly condition; provided, however, that Occupant-generated trash and/or garbage removal shall not be a Common Area Maintenance Cost since the cost of such removal shall be a separate charge to the Owner of the Building occupied by such Occupant. All such work shall be performed at appropriate intervals during such times as shall not unreasonably interfere with, or materially and adversely affect, the conduct of business or use of the Common Areas by Permittees;

iii. Street Lights, Signs and Markers. Placing, cleaning, keeping in repair, replacing and repainting any and all street lights, directional signs or markers, including any ADA and handicapped parking signs, and the Development Sign;

iv. Lighting. Maintaining, cleaning and replacing all Common Area exterior lighting facilities, including light standards, wires, conduits, lamps, ballasts and lenses, time clocks and circuit breakers illuminating the Common Area; provided however, exterior Building lighting fixtures, including any lighting fixtures associated with a canopy or other architectural feature forming a part of such Building, shall be considered a part of such Building, and the maintenance and replacement of such fixtures, and the cost of illumination, shall be the obligation of the Owner upon whose Lot such fixtures are located;

v. Landscaped Areas. Maintaining, repairing and replacing all landscaped areas, including plantings, trees and shrubs in a sightly condition, trimmed and weed-free; maintaining and replacing landscape planters, including those adjacent to exterior walls of Buildings; maintaining and repairing any irrigation system; and providing water for landscape irrigation through a properly maintained system, including performing any seasonal (start up and/or

winterization) maintenance thereto, and any modifications to such system to satisfy governmental water allocation or emergency requirements. If any Owner or Occupant requires "special" landscaping on such Owner's or Occupant's Lot (i.e., beyond the standard landscaping requirements for the remainder of the Development), or if landscaping additions/modifications are required as a result of a Building remodel or addition, the cost of installation, replacement and maintenance of such special or required landscaping shall be borne solely by such Owner or Occupant, as applicable, and shall not be included in Common Area Maintenance Costs;

vi. Obstructions. Keeping the Common Area, inclusive of Access Driveways, free and clear from any obstructions, including those caused by the sale or display of merchandise, unless such obstruction is permitted under the provisions of this Declaration;

vii. Sidewalks. Maintaining, cleaning and replacing all sidewalks, comprising Common Areas, and any sidewalks adjacent and contiguous to Buildings located within Development; and

viii. Common Utility Lines. Maintaining, repairing, replacing, and performing other necessary work thereon;

ix. Traffic. Supervising traffic at entrances and exists to the Development and within the Development as conditions reasonably require in order to maintain an orderly and proper traffic flow;

x. Village Green. Maintaining, repairing, replacing Village Green;

xi. Maintenance of Commuter Parking Facilities. Maintaining, or causing to be maintained, the CPF in a clean, operating, sightly and safe condition in accordance with the Shared Maintenance Agreement, including maintenance of all landscaping materials on the CPF in the condition required by the Shared Maintenance Agreement..

Notwithstanding anything to the contrary, each Owner shall maintain and repair, at its sole cost, in a clean, sightly and safe condition any exterior shipping/receiving dock area, any truck ramp or truck parking area, and any refuse, compactor or dumpster area.

(B) The Operating Owner shall maintain the Common Area for the benefit of the Owners in accordance with the requirements of Section 4.2(A). Each of the Owners hereby grant the Operating Owner and to the contractors, agents and employees of the Operating Owner, a license to enter upon such Owner's Lot to discharge the duties to operate, maintain and repair any portion of the Common Area located on such Owner's Lot. The Operating Owner shall expend such reasonable funds as are reasonably necessary for the operation, maintenance, repair, and, in accordance with Section 5.4(A), insurance, of the Common Area, including any capital expenditures for maintenance equipment to be permanently located at the Development (collectively, "**Common Area Maintenance Costs**") when expended. For the purposes of this Declaration, Common Area Maintenance Costs shall not include:

i. any late charges or fees arising out of or resulting from any violation by the Operating Owner relating to a breach of its obligations under this Section 4.2;

ii. any charge for electricity for accent lighting or security lighting of any Building;

iii. any costs to clean up or repair the Common Area resulting from promotional activities (unless specifically approved by the Approving Parties) or from construction, maintenance or replacement of Buildings (except for any maintenance as may be required to be performed by Operating Owner under the terms of this Declaration);

iv. any costs resulting from or arising out of the repair or replacement of items covered by warranties or guaranties;

v. real property taxes and assessments applicable to the Common Area, or any portion thereof, so long as, and provided that the Common Area or such portion has a tax parcel identification number separate from that portion of Lot J which is not part of the Common Area;

vi. Operating Owner's profit, administrative and overhead costs (including office space, equipment and utilities; legal, accounting or administrative services, and personnel, except as set forth in Section 4.2 (C); or

vii. entertainment, transportation, meals and lodging of anyone.

Notwithstanding anything contained in this Section 4.2(B) to the contrary, Common Area Maintenance Costs with request to any year shall be reduced by any and all amounts the Village is required pursuant to the Shared Maintenance Agreement to contribute to the cost of maintenance of the CPF.

(C) The Operating Owner shall, at least ninety (90) days prior to the beginning of each calendar year, submit to the Approving Party for each Lot an estimated budget ("**Budget**") for the projected Common Area Maintenance Costs for operating and maintaining the Common Area for the ensuing calendar year. In the event the Approving Party for a Lot believes that any charge for a particular function of more than _____ Dollars ($_____) is excessive, such Approving Party shall notify the Operating Owner of such belief, and, thereupon, the Operating Owner shall obtain no fewer than two (2) competitive bids for such function. Unless the existing provider's cost is lower, the lowest acceptable bidder shall be utilized as soon as the contract with the existing provider can be terminated without penalty. The Budget shall include a management fee to be paid to the Operating Owner (the "**Management Fee**") equal to no more than __ percent (__%) of the Common Area Maintenance Costs for any calendar year; provided, however, that premiums and other costs attributable to the insurance to be maintained by the Operating Owner in accordance with Section 5.4(A) and any real estate taxes assessed against the Real Estate (if included in Common Area Maintenance Costs) shall not be considered for purposes of computing such management fee. The Budget shall identify separate cost estimates for at least the categories specified under Section 4.2(A), plus:

i. premium for public liability insurance covering the Common Area as required by Section 5.4(A);

ii. rental or purchase of equipment and supplies;

iii. depreciation or trade-in allowance applicable to items purchased for Common Area purposes; and

iv. the Management Fee.

If an item of maintenance or replacement is to be accomplished in phases over a period of calendar years, such as resurfacing of the drive and/or parking areas, then, the Budget shall separately identify the cost attributable to such year (including the area of the Common Area affected) and shall note the anticipated cost and timing (indicating the area of the Common Area affected) of such phased work during succeeding calendar years.

(D) If (i) a proposed Budget for any calendar year exceeds by the Budget for the immediately preceding calendar year by more than _____ percent (____%), and (ii) Approving Party for a Lot disapproves the proposed Budget, such Approving Party shall give written notice (the "**Disapproval Notice**") to the Operating Owner within fourteen (14) days from the date such Approving Party received the subject proposed Budget. If the Disapproval Notice is given within such fourteen (14)-day period, then, such Approving Party shall consult with the Operating Owner to establish a final approved Budget. If a Budget for any calendar year is not approved by December 1st of the preceding calendar year, then, the Owners shall use commercially reasonable and good faith efforts to resolve the dispute. If, inspite of commercially reasonable and good faith efforts, a final Budget is not approved for any calendar year by _____ of such calendar year, then, the issue shall be an Arbitrable Dispute. Until a Budget for any calendar year is finalized, the Operating Owner shall continue to maintain and operate all of the Common Area for the next calendar year in accordance with the most recently approved Budget. Approval of the Budget, or any of the line items comprising a part thereof, shall not be considered a waiver of an Owner's right to audit and/or contest, in accordance with Section 4.2(G).

(E) The Operating Owner shall use commercially reasonable efforts to operate and maintain the Common Area in accordance with the Budget. Notwithstanding the foregoing, the Operating Owner shall have the right to make emergency repairs to the Common Area to prevent injury damage to persons or property, it being understood that the Operating Owner shall nevertheless advise the other Owners of such emergency condition as soon as reasonably possible, including the corrective measures taken and the cost thereof. If the cost of the emergency action exceeds $_____, then, the Operating Owner may submit a supplemental billing to each Owner, together with evidence supporting such payment, and each Owner shall pay its share thereof within thirty (30) days; if the cost limitation set forth above is not exceeded, then, such costs shall be included as part of the Common Area Maintenance Costs at the year end.

(F) Common Area Maintenance Costs shall be allocated between the Lots and the Owners based upon the respective proportions set forth in Exhibit C attached to and made a part hereof. Each Owner shall pay to the Operating Owner in equal monthly payments, in advance, such Owner's proportionate share of the Common Area Maintenance Costs based either upon the amount set forth in the approved Budget, or if a Budget is not approved, then, the lesser of the amount set forth in the unimproved Budget, or the monthly payment established for the prior year. The Operating Owner shall reasonable estimate such costs for the partial year during which its maintenance obligations commence, and each Owner shall make its first payment in the month following the Operating Owner's undertaking of such maintenance and repair of the Common Area. Within ninety (90) days after the end of each calendar year, the Operating Owner shall provide each Owner with a statement certified by an authorized officer of the Operating Owner, together with, upon request by the Approving Party for a Lot, supporting invoices and other materials setting forth the actual Common Area Maintenance Costs paid by the Operating Owner for the operation and maintenance of the Common Area, and such Owner's share of the aggregate thereof. If the amount paid with respect to a Lot for such calendar year shall have exceeded the proportionate share allocable to such Lot, then, the Operating Owner shall, at its option, either refund the excess to the Owner of such Lot at the time such certified statement is delivered, or credit such amount to such Owner's proportionate share for the ensuing year's Common Area Maintenance Costs. If the amount

paid with respect to a Lot for such calendar year shall be less than the share allocable to a Lot, the Owner of such Lot, shall pay the balance of its share to the Operating Owner within thirty (30) days after receipt of such certified statement. In the event a Lot is divided, the Owner causing such division shall, at its expense, prorate the allocation of Common Area Maintenance Costs and the Management Fee attributable to the original Lot between the newly created Lots, file a recorded declaration confirming such allocation, and deliver a copy of such declaration to the Operating Owner and to each of the other Owners.

(G) Within one hundred twenty (120) days after receipt of any such certified statement, an Owner (the "**Auditing Owner**") shall have the right to audit the Operating Owner's books and records pertaining to the auditing Owner's operation and maintenance obligations under Section 4.2(A) for the calendar year covered by such certified statement; provided the auditing Owner notifies the Operating Owner of its intent to audit at least thirty (30) days prior to the designated audit date. In the event that such audit shall disclose any error in the determination of the Common Area Maintenance Costs, the auditing Owner shall provide the Operating Owner with a copy of the audit, and an appropriate adjustment shall be made forthwith. The cost of any audit shall be assumed by the auditing Owner, unless the auditing Owner shall be entitled to a refund in excess of the greater of (i) five percent (5%) of the amount calculated by the Operating Owner as the auditing Owner's share for the applicable calendar year, or (ii) Three Thousand Dollars ($3,000.00), in which case the Operating Owner shall pay the cost of such audit not to exceed One Thousand Five Hundred Dollars ($1,500.00). A dispute regarding the results of such audit shall be an Arbitrable Dispute.

4.3 Maintenance of Buildings; Casualty and Condemnation.

4.3.1. Each Owner shall maintain and keep the Buildings located on its Lot in first-class condition and state of repair, in compliance with all Laws and this Declaration. Each Owner further agrees to store all trash and garbage in adequate containers, to locate such containers so that they are not readily visible from the parking area, and to arrange for regular removal of such trash or garbage. **[REVIEW]**

4.3.2. In the event all or any portion of any of the Buildings is damaged by fire or other casualty (whether insured or not), the Owner of the Lot on which such Building is located shall, subject to delays caused by or resulting from any Force Majeure Event and/or insurance adjustment delays, immediately remove the debris resulting from such event and provide a sightly barrier, and within a reasonable time thereafter shall either (i) repair and restore such Building so damaged to a complete unit, such repair or restoration to be performed in accordance with all provisions of this Declaration, (ii) erect another Building in such location, such construction to be performed in accordance with all provisions of this Declaration, or (iii) demolish the damaged portion and/or the balance of such Building and restore the cleared area to either a hard surface condition or a landscaped condition in which event the area shall be Common Area until a replacement Building is erected. Such Owner shall have the option to choose which of the foregoing alternatives to perform, but such Owner shall be obligated to perform one of such alternatives. Such Owner shall give notice to the other Owners within ninety (90) days from the date of such casualty of which alternative it elects in the case of damage to a Building, and shall remove or cause to be removed the damaged portion of such Building together with all rubble and debris related thereto. All areas on which Buildings are not reconstructed following a fire or other casualty shall, within ninety (90) days from the date the notice referred to in this Section 4.3.2 is given, be graded or caused to be graded by the Owner of the Lot on which such Building is located to the level of the adjoining property and in such a manner as not to adversely affect the drainage of the Development or any portion thereof, and shall be either (x) covered by a one inch asphalt dust cap, maintained, kept weed free and clean or (y) seeded, landscaped, maintained, kept weed free and clean, at the respective owner's sole expense until such time as Buildings are constructed thereon.

ARTICLE 5
OPERATION OF THE DEVELOPMENT

5.1 Uses.

(A) No use shall be permitted within the Development which is inconsistent with applicable Laws. Without limiting the generality of the foregoing, the following uses shall not be permitted:

i. Any use which emits an obnoxious odor, noise, or sound which can be heard or smelled outside of any Building in the Development, provided, however, this prohibition shall not be applicable to drive-through speakers or order systems or any odor naturally emanating from the operation of a restaurant.

ii. Any operation primarily used as a storage warehouse operation and any assembling, manufacturing, distilling, refining, smelting, agricultural or mining operation;

iii. Any "'second hand" store or "surplus" store, odd lot closeout or liquidation store (except that nationally or regionally recognized retailers such as, but not limited to, Big Lots, TJ Maxx and Marshalls, and first class second hand stores, such as, but not limited to, Half Price Books and Once Upon a Child, shall be permitted to operate within Declarant's Property);

iv. Any mobile home park, trailer court, labor camp, junkyard or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction. reconstruction or maintenance);

v. Any dumping, disposing, incineration, or reduction of garbage (exclusive of garbage compactors located near the rear of any Building);

vi. Any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation;

vii. Any central laundry dry cleaning plant or laundromat; provided, however, this prohibition shall not be applicable to nominal supportive facilities for on-site service oriented to pickup and delivery by the ultimate consumer as the same may be found in retail shopping center in the metropolitan area where Declarant's Property is located;

viii. Any automobile, truck, trailer or recreational vehicles or boat sales, leasing display or body shop repair operation;

ix. Any bingo parlor, bowling alley or roller rink or skating rink, pool hall or billiard parlor (unless any of the foregoing are operated in conjunction with the sale of food or the operation of a restaurant, movie theater or other entertainment operation);

x. Any hotel, motel, short or long term residential use, including but not limited to: single family dwellings, townhouses, condominiums, other multi-

family units, and other forms of living quarters, sleeping apartments or lodging rooms;

xi. Any animal raising facility (except that this prohibition shall not prohibit pet shops such as Pet Smart);

xii. Any mortuary or funeral home;

xiii. Any educational or trading facility, unless such educational or training facility is incidental to the business operation being conducted by an Owner or Occupant;

xiv. Any blood bank;

xv. Any industrial use;

xvi. A car wash;

xvii. An assembly hall;

xviii. Any use involving telemarketing, telephonic or electronic surveys or opinion polling; any use involving the packaging or distribution of direct mail, political advertisements or other similar "bulk" mail, advertising or promotional material;

xix. Any (1) store primarily selling or leasing sexually explicit materials, (2) movie theater primarily showing pornographic movies, (3) massage parlor (except that first class massage facilities such as, but not limited to, Massage Envy, and chiropractic offices, shall be permitted to operate within Declarant's Property), (4) so called "head shop" or drug paraphernalia store, (5) any establishment featuring striptease acts, nude or topless dancing or similar activities, (6) store primarily selling items concerning sexuality (e.g. a so called "sex shop", (7) off-track betting parlor, (8) mortuary, or (9) use comparable to the foregoing uses;

xx. Any flea market, auction houses, amusement or video arcade (unless accessory to a movie theater or live performance theater or other permitted use);

xxi. Any family planning clinics;

xxii. Any store selling firearms or ammunition;

xxiii. Any gambling facility or operation, including off-track or sports betting parlor, table games such as black-jack or poker, slot machines, video poker/black jack/keno machines or similar devices, or bingo hall. This prohibition shall not apply to government-sponsored gambling activities, or charitable gambling activities, so long as such governmental and/or charitable activities are incidental to the business operation being conducted by the Owner or Occupant, as applicable;

xxiv. Any cocktail lounge, bar or tavern (unless any of the foregoing are operated in conjunction with the sale of food or the operation of a restaurant);

xxv. Any use prohibited under the Redevelopment Agreement, unless the Village in accordance with the Redevelopment Agreement allows such use.

(B) No Owner shall use or permit the use of Hazardous Materials on, about, under or in its Lots or any other portion of Declarant's Property, except in the ordinary course of its usual business operations conducted thereon, and any such use shall at all times be in compliance with all Environmental Laws. Each Owner shall indemnify, protect, defend and hold harmless the other Owners from and against all Claims, including costs of investigation, litigation and remedial response arising out of any Hazardous Material used or permitted to be used by such Owner, whether or not in the ordinary course of business. For the purpose of this Section 5.1(B), the term (i) "**Hazardous Materials**" shall mean petroleum products, asbestos, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials or substances listed or identified in, or regulated by, any Environmental Law, and (ii) "**Environmental Laws**" shall mean all Laws which relate to or deal with human health or the environment, all as may be amended from time to time.

(C) This Declaration is not intended to, and does not, create or impose any obligation on an Owner to operate, continuously operate or cause to be operated, a business or any particular business within Declarant's Property or on either Lots.

(D) This Declaration is not intended to, and does not, create or impose any obligation on an Owner to operate, continuously operate or cause to be operated, a business or any particular business with Declarant's Property or on either Lots.

5.2 Lighting. The Operating Owner shall keep the Common Area fully illuminated each day from dusk to at least 12:00 a.m. or such other time designated by the City, unless modified by agreement among the Approving Parties. **[Review]** Each Owner further agrees to keep any exterior Building security lights on its Lot illuminated from dusk until dawn.

5.3 Indemnification. Each Owner ("**Indemnitor**") covenants and agrees to defend, protect, indemnify and hold harmless the other Owners and their respective agents, servants, employees, tenants and contractors (collectively and severally, "**Indemnitees**") from and against all Claims, arising from or as a result of the negligent acts or omissions of the Indemnitor, its employees, servants, including, but not limited to, the failure of the Indemnitor to perform its obligations under this Declaration and agents, except to the extent any Claims are caused by the negligence or willful act or omission of Indemnitees.

5.4 Insurance. [**Review with insurance advisor]**

(A) The Operating Owner shall maintain or cause to be maintained in full force and effect Comprehensive General Liability Insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) covering the Common Area with a combined single limit of liability of not less than $2,000,000 per occurrence and a general aggregate amount on a per location basis of not less than in Constant Dollars) for bodily injury, personal injury and property damage, arising out of any one occurrence; each Owner and the Village shall be an additional insureds under such policy. Such insurance on the Common Area shall be a Common Area Maintenance Cost to be allocated between the Lots pursuant to Section 4.2(D).

(B) Each Owner (as to its Lot only including the Common Area on its Lot) shall maintain or cause to be maintained at its sole cost and expense, in full force and effect: (i) Commercial

General Liability Insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) of not less than $2,000,000 per occurrence, and a general aggregate amount on a per location basis of not less than $4,000,000 (both in Constant Dollars) for bodily or personal injury or death and consequential damages arising therefrom, and for property damage, arising out of any one occurrence; each Owner and the Village shall be additional insureds under such policy as it applies to the insuring Owner's Lot; (ii) Worker's compensation insurance as required by any applicable law or regulation; (iii) Employer's liability insurance in the amount of $1,000,000 each accident for bodily injury, $1,000,000 each employee for bodily injury by disease; and (iv) Automobile Liability Insurance for owned, hired and non-owned automobiles, the limits of liability shall not be less than $1,000,000 combined single limit each accident for bodily injury and property damage; and (v) dram shop insurance, if applicable, to cover any liability which may arise from the sale of alcoholic beverages to patrons.

(C) So long as a Building exists on a Lot, each Owner shall also maintain, or cause to be maintained casualty insurance with "extended" or "all-risk" coverage, in the amount of one hundred percent (100%) of full replacement cost of the Building (excluding footings, foundations and excavations) and all improvements on such Owner's Lot.

(D) Each Owner (the "**Releasing Party**") hereby releases and waives for itself, and each Person claiming by, through or under it, the other Owners, individually (the "**Released Party**" and collectively, the "**Released Parties**"), from any liability for any loss or damage to all property of such Releasing Parties located upon any portion of the Development, which loss or damage is of the type generally covered by the insurance required to be maintained under this Section 5.5(D), irrespective either of any negligence on the part of the Released Party which may have contributed to or caused such loss, or of the amount of such insurance required to be carried or actually carried, including any deductible or self-insurance reserve. Each Owner agrees to use its reasonable efforts to obtain, if needed, appropriate endorsements to its policies of insurance with respect to the foregoing release; provided, however, that failure to obtain such endorsements shall not affect the release hereinabove given. To the fullest extent permitted by law, each Releasing Party covenants and agrees to indemnify, defend and hold harmless each Released Party from and against all claims asserted by or through any Occupant or Permittees of the Releasing Party's Lot for any loss or damage to the property of such Occupant or Permittee located upon the respective Releasing Party's Lot, which loss or damage is of the type generally covered by the insurance required to be maintained under this Section 5.5(D), irrespective of any negligence on the part of the Released Party which may have contributed to or caused such loss.

(E) All insurance required by this Section 5.5, shall be procured from companies licensed in the State of Illinois, and shall be rated by Best Insurance Reports not less than A-/IX. All insurance may be provided under (i) an individual policy covering this location, (ii) a blanket policy or policies which includes other liabilities, properties and locations of such procuring Owner; provided, however, that if such blanket commercial general liability insurance policy or policies contain a general policy aggregate of less than $10,000,000 in Constant Dollars, then, such procuring Owner shall also maintain excess liability coverage necessary to establish a total liability insurance limit of $10,000,000 in Constant Dollars per location, (iii) a plan of self-insurance, provided that any Owner so self-insuring notifies Declarant and the other Owners of its intent to self-insure and agrees that, upon the request of Declarant or another Owner, it shall deliver to such other Owners each calendar year a copy of its annual report that is audited by an independent certified public accountant that discloses that such party has $100,000,000 in Constant Dollars or more of net current assets, or (iv) a combination of any of the foregoing insurance programs. To the extent any deductible is permitted or allowed as a part of any insurance policy carried by an Owner in compliance with this Section 5.5, the procuring Person shall be deemed to be covering the amount thereof under an informal plan of self-insurance; provided, however, in no event shall any deductible exceed $25,000.00 in Constant Dollars, unless such Person complies with

the requirements regarding self-insurance under clause (iii) above. Upon request of an Owner, the other Owner shall furnish to the requesting Owner, a certificate(s) of insurance evidencing that the insurance required to be carried by such Owner is in full force and effect.

The insurance required pursuant to (A), (B) and (C) of this Section 5.5, shall include the following provisions:

i. that the policy shall not be canceled or reduced in amount or coverage below the requirements of this Declaration, nor shall it be allowed to expire without at least thirty (30) days' prior written notice by the insurer to each named insured and to each additional insured;

ii. for severability of interests;

iii. that an act or omission of one of the named insureds or additional insureds which would void or otherwise reduce coverage shall not reduce or void the coverage as to the other named insureds; and

iv. for contractual liability coverage with respect to the indemnity obligations set forth in this Declaration.

(F) If changes in the insurance industry shall make any of the descriptions of required insurance coverages described in the Declaration inaccurate, inappropriate or obsolete, an Owner shall have the right, with notice to the other Owner, to revise those provisions to accurately describe in the then current vernacular the types of insurance required hereunder.

ARTICLE 6
MISCELLANEOUS

6.1 Default.

(A) The occurrence of any one or more of the following events shall constitute a "**Default**" of this Declaration by the non-performing Owner (the "**Defaulting Owner**"):

i. The failure to make any payment required to be made under this Declaration within thirty (30) days of the due date; or

ii. The failure to observe or perform any of the covenants, conditions or obligations of this Declaration, other than as described in Section 6.1(A)(i), within thirty (30) days after the issuance of a notice by another Owner (the "**Non-Defaulting Owner**") specifying the nature of the default claimed (unless such failure cannot reasonably be cured within such thirty (30)-day period in spite of the reasonable diligent efforts of the Defaulting Owner, in which event such thirty (30)-day period shall be extended, so long as such Defaulting Owner is diligently pursuing the cure, but, in no event shall such cure period exceed ninety (90) days after issuance of such notice, provided, however, such ninety (90)-day period shall be extended if, and to the extent that, completion of such cure is delayed as a result of any Force Majeure Event).

(B) With respect to any default under Section 6.1(A)(i) or (A)(ii), the Non-Defaulting Owner shall have the right, but not the obligation, to cure such default by the payment of money or the

performance of some other action for the account of and at the expense of the Defaulting Owner; provided however, that in the event the default shall constitute an emergency condition, the Non-Defaulting Owner, acting in good faith, shall have the right to cure such default upon such advance notice as is reasonably possible under the circumstances or, if necessary, without advance notice, so long as notice is given as soon as possible thereafter. To effectuate any such cure, the Non-Defaulting Owner shall have the right to enter upon the Lot of the Defaulting Owner (but not into any Building) to perform any necessary work or furnish any necessary materials or services to cure the default of the Defaulting Owner. Each Owner shall be responsible for default of its Occupants. In the event the Non-Defaulting Owner shall cure the default, the Defaulting Owner shall reimburse the Non-Defaulting Owner for all reasonable costs and expenses incurred in connection with such curative action, plus interest as provided in this Declaration, within thirty (30) days of receipt of demand, together with reasonable documentation supporting the expenditures made. In the event the Defaulting Owner does not reimburse the Non-Defaulting Owner as set forth above, in addition to any other remedy available to the Non-Defaulting Owner, including the rights pursuant to Section 6.1(C), the Non-Defaulting Owner shall have the right to offset such amount owed against any current or future sum of money due the Defaulting Owner until the full amount owed is recovered.

(C) Costs and expenses accruing and/or assessed pursuant to Section 6.1(B), shall constitute a lien against the Defaulting Owner's Lot. Such lien shall attach and take effect only upon recordation of a claim of lien in the office of the Recorder by the Non-Defaulting Owner. The claim of lien shall include the following:

i. The name of the lien claimant;

ii. A statement concerning the basis for the claim of lien and identifying the lien claimant as the Non-Defaulting Owner;

iii. An identification of the Defaulting Owner or reputed Defaulting Owner where Lot or interest therein against which the lien is claimed;

iv. The legal description of the Lot against which the lien is claimed;

v. A description of the work performed which has given rise to the claim of lien and a statement itemizing the amount thereof; and

vi. A statement that the lien is claimed pursuant to the provisions of this Declaration reciting the date of recordation and the recorded document number hereof.

The claim shall be duly verified, acknowledged and contain a certificate that a copy thereof has been served upon the Defaulting Owner in accordance with Section 6.4. Such lien so claimed shall attach from the date of recording solely in the amount claimed thereby and may be enforced in any judicial proceedings allowed by law, including a suit in the nature of a suit to foreclose a mortgage, deed of trust or mechanic's lien under the applicable provisions of the law of the State of Illinois.

(D) A Non-Defaulting Owner shall have the right to prosecute any proceedings at law or in equity against the Defaulting Owner or any other Person violating or attempting to violate or defaulting upon any of the provisions contained in this Declaration, and to recover damages for any such violation or default. Such proceeding shall include the right to restrain by injunction any violation or threatened violation by another of any of the terms, covenants or conditions of this Declaration, or to obtain a decree to compel performance of any such term, covenant or condition, it being agreed that the

remedy at law for a breach of any such terms, covenants, or conditions, (except those, if any, requiring the payment of a liquidated sum) is not adequate. All of the remedies permitted or available to a Person under this Declaration or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy. Notwithstanding anything contained in this Section 6.1 or any other provisions of this Declaration to the contrary, in no event shall an Owner or any Occupant be entitled to recover damages for lost revenues, profits or business or any other consequential damages as a result of a breach of any of the terms or provisions of this Declaration.

6.2 Interest. Any time Declarant or the other Owner shall not pay any sum payable hereunder to another Owner within five (5) days of the due date, Declarant or such delinquent Owner shall pay interest on such amount from the due date to and including the date such payment is received by the Owner entitled thereto, at the lesser of:

i. The highest rate permitted by law to be paid on such type of obligation by the Person obligated to make such payment or the Person to whom such payment is due, whichever is less; or

ii. The prime rate, plus five percent (5%). As used herein, "prime rate" shall mean the rate of interest published from time to time as the "Prime Rate" in the Wall Street Journal under the heading "Money Rates"; provided, however, that (i) if more than one such rate is published therein the prime rate shall be the highest such rate and (ii) if such rate is no longer published in the Wall Street Journal or is otherwise unavailable, the prime rate shall be a substantially comparable index of short term loan interest rates charged by U.S. banks to corporate borrowers selected by Parcel A Owner.

6.3 Estoppel Certificate. Each Owner agrees that, within twenty-one (21) days after the written request (which shall not be more frequent than three (3) times during any calendar year) of another Owner, such Owner shall issue to the requesting Owner, or to the mortgagee or prospective purchaser mortgagee or successor mortgagee if the Lot owned by the requesting Owner, an estoppel certificate stating, to the best of the issuer's knowledge as of such date:

i. whether it knows of any default under this Declaration by the requesting Owner, and if there are known defaults, specifying the nature thereof;

ii. whether this Declaration has been assigned, modified or amended in any way by it and if so, then stating the nature thereof;

iii. whether this Declaration is in full force and effect; and

iv. any other information reasonably requested by the requesting Owner, mortgagee or prospective mortgagee or successor.

Such estoppel certificate shall act to estop the issuer of such estoppel certificate from asserting a claim or defense against a bona fide encumbrancer or purchaser for value to the extent that such claim or defense is based upon facts known to the issuer as of the date of the estoppel certificate which are contrary to the facts contained therein, and such bona fide purchaser or encumbrancer has acted in reasonable reliance upon such estoppel certificate. The issuance of an estoppel certificate shall in no event subject the issuer to any liability for the negligent or inadvertent failure of the issuer to disclose correct and/or relevant information (but it shall estop such issuer from making assertions contrary to those set forth in the

estoppel certificate for the period covered by the certificate), nor shall such issuance be construed to waive any rights of the issuer to perform an audit or obtain an adjustment with respect to Common Area Maintenance Costs for any year it is entitled to do so, or to challenge acts committed by the requesting Owner for which approval by an Approving Party was required but not sought or obtained. If the Owner to whom a written request for an estoppel certificate is given respond to such request by issuing an estoppel certificate within twenty-one (21) days from receiving such request, then, such Owner shall be conclusively deemed to have acknowledged and agreed that, as of the expiration of such twenty-one (21)-day period:

(A) there is no default under this Declaration by the requesting Owner;

(B) this Declaration has not been assigned, modified or amended in any way; and

(C) this Declaration is in full force and effect.

6.4 Notices. To be effective, all notices, demands and requests (collectively, "**Notice**") required or permitted to be given under this Declaration must be in writing and shall be deemed to have been given as of the date such Notice is (i) delivered to the Owner intended, (ii) delivered to the then designated address of the Owner intended, (iii) rejected at the then designated address of the Owner intended, or (iv) sent by nationally recognized overnight courier with delivery instructions for "next business day" service. The initial address of Declarant shall be:

_____
_____
_____
_____
Attention: _____

With a copy to: Levenfeld Pearlstein, LLC
2 N. LaSalle Street, Suite 1300
Chicago, Illinois 60602
Attention: Abraham Trieger, Esq.

Any Notice incapable of being delivered to the required address other than due to the sender's fault (because the addressee has moved, etc.) is deemed to be a refusal. Upon at least ten (10) days' prior written Notice, each Owner shall have the right to change its address for Notice purposes to any other address within the United States of America. Notices to other Owners shall be initially given to the address they respectively designate in a Notice given pursuant to this Section 6.4. If no such Notice is given, then such Owner's address for Notices shall be the "grantee's address" stated in the deed conveying its Lot to such Owner.

6.5 Approval Rights.

(A) Nothing contained in this Declaration shall limit the right of an Owner to exercise its business judgment, or act in a subjective manner with respect to any matter as to which it has specifically been granted such right, or the right to act in its sole discretion or sole judgment, except as expressly required under this Declaration, whether "objectively" reasonable under the circumstances, and any such exercise shall not be deemed inconsistent with any covenant of good faith and fair dealing otherwise implied by law to be part of this Declaration; and the Owners intend by this Declaration to set forth their entire understanding with respect to the terms, covenants, conditions and standards pursuant to which their obligations are to be judged and their performance measured.

(B) Unless provision is made in this Declaration for a specific time period, each response to a request for an approval or consent shall be given by the Person to whom directed within fifteen (15) days of receipt of such request. Any disapproval shall be in writing and, subject to Section 6.5(A), the reasons therefor shall be clearly stated. If a response is not given within the required time period, the requested Person shall be conclusively deemed to have given its approval if the original notice started in capitalized letter that failure to respond within the applicable time period will be deemed an approval. Notwithstanding anything contained herein to the contrary, the provisions of this Section 6.5(B) do not apply in any manner or fashion to any request which requires an amendment to this Declaration, such requests being governed solely by the provisions of Section 6.9(F).

6.6 Condemnation Awards. In the event any portion of the Development shall be condemned, or conveyed under the threat of condemnation, the award shall be paid to the Owner owning the land or the improvements taken, and the other Owners hereby waive and release any right to recover any value attributable to the property interest so taken, except that (i) if the taking includes improvements belonging to more than one Owner such as Common Utility Lines, the portion of the award allocable thereto shall be used to relocate, replace or restore such jointly used improvements to a useful condition, and (ii) if the taking includes easement rights, the portion of the award allocable to each such easement right shall be paid to the grantee thereof. In addition to the foregoing, if a separate claim can be filed for the taking of any other property interest existing pursuant to this Declaration which does not reduce or diminish the amount paid to the Owner owning the land or the improvement taken, then, the Owner of such other property interest shall have the right to seek an award for the taking thereof. Except to the extent they burden the land taken, no easement or license set forth in the Declaration shall expire or terminate based solely upon such taking.

6.7 Binding Effect. The terms of this Declaration and all easements granted hereunder shall constitute covenants running with the land and shall bind the real estate described herein and inure to the benefit of and be binding upon the signatories hereto and their respective successors and assigns who become Owners hereunder. This Declaration is not intended to supersede, modify, amend or otherwise change the provisions of any prior instrument affecting the land burdened hereby, including, without limitation, the Existing Reciprocal Easement Agreement.

6.8 Transfer of Ownership. Each Owner shall be liable for the performance of all covenants, obligations and undertakings herein set forth with respect to the Lot owned by it which accrue during the period of such ownership, until such time as an Owner has transferred such Lot, at which time, the transferring Owner's personal liability for unaccrued covenants, obligations and undertakings shall terminate. An Owner transferring all or any portion of its interest in such Lot shall give prompt notice to other Owner of such transfer and shall include therein at least the following information:

i. the name and address of the new Owner, and

ii. a copy of the legal description of the Lot transferred.

6.9 Construction and Interpretation.

(A) This Declaration and the Exhibits hereto contain all the representations and the entire agreement between the Owners with respect to the subject matter hereof. Any prior negotiations, correspondence, memoranda or agreements are superseded in total by this Declaration and the Exhibits attached hereto. This Declaration has been fully reviewed by the Owners, and after advice by counsel and other representatives chosen by such Parties, such Parties are fully informed with respect thereto; and, based on the foregoing, the provisions of this Declaration and the Exhibits hereto shall be construed as a whole according to their common meaning and not strictly for or against an Owner.

(B) Whenever required by the context of this Declaration, (i) the singular shall include the plural and vice versa, (ii) the masculine shall include the feminine and neuter genders and vice versa; and (iii) use of the words "including", "such as", or words of similar import, when following any general term, statement or matter shall not be construed to limit such statement, term or matter to specific items, whether or not language of non-limitation, such as "without limitation", or "but not limited to", are used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest scope of such statement, terms or matter.

(C) Except as otherwise specifically indicated, all references to an article, section or other provisions refer to Articles, Sections and other provisions of this Declaration, and all references to Exhibits refer to exhibits attached to this Declaration.

(D) The captions preceding the text of each article, section or other provisions are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of this Declaration. Capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this Declaration.

(E) Invalidation of any of the provisions contained in this Declaration, or of the application thereof to any person by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.

(F) This Declaration may be amended by, and only by, a written instrument signed by all of the then current Approving Parties with respect to each Lot, and shall be effective only when recorded with the Recorder; provided, however, no such amendment shall impose any materially greater obligation on, or materially impair any right of, an Owner or its Lot or any Occupant of a Lot without the consent of such Owner and the Occupant of such Lot, if any. Except as otherwise provided in Article 9, no consent to the amendment of this Declaration shall ever be required of any Occupant or Person other than the Owners (if required) at the time, nor shall any Occupant or Person other than the Owners at the time have any right to enforce any of the provisions hereof. Since the submission of a proposed amendment to the Parties is not an item of "consent" or "approval", each Owner may consider any proposed amendment to this Declaration in its sole and absolute discretion without regard to reasonableness or timeliness.

(G) This Declaration may be executed in several counterparts, each of which shall be deemed an original. The signatures to this Declaration may be executed and notarized on separate pages, and when attached to this Declaration shall constitute on (1) complete document.

6.10 Negation of Partnership. None of the terms or provisions of this Declaration shall be deemed to create a partnership between or among Declarant and/or the other Owners in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Declarant and each other Owner shall be considered as separate Persons, and neither Developer nor any other Owner shall have the right to act as an agent for another such Person, unless expressly authorized to do so herein or by separate written instrument signed by the Person to be charged.

6.11 Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of Declarant's Property or of any Lot or portion thereof to the general public, or for any public use or purpose whatsoever. Except as herein specifically provided, no right, privileges or immunities of Declarant or any other Owner shall inure to the benefit of any unrelated third party, nor shall any unrelated third party be deemed to be a beneficiary of any of the provisions contained herein.

6.12 Excusable Delays. Whenever performance is required of any Person hereunder, such Person shall use all due diligence to perform and take all necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, unavailability of labor or materials, damage to work in progress by reason of fire or other casualty, weather conditions, or any cause beyond the reasonable control of such Person (each a "**Force Majeure Event**"), then the time for performance as herein specified shall be appropriately extended by the amount of the delay actually so caused. The provisions of this Section 6.12 shall not operate to excuse any Person from the prompt payment of any monies required by this Declaration.

6.13 Mitigation of Damages. In all situations arising out of this Declaration, the Owners shall attempt to avoid and mitigate the damages resulting from the conduct of any other such Person, and each such Person shall take all reasonable measures to effectuate the provisions of this Declaration.

6.14 Declaration Shall Continue Notwithstanding Breach. It is expressly agreed that no breach of this Declaration shall (i) entitle any Person to cancel, rescind or otherwise terminate this Declaration, or (ii) defeat or render invalid the lien of any mortgage or trust deed made in good faith and for value as to any part of Declarant's Property. Any liens filed pursuant to this Declaration shall be subordinate to any mortgage or trust deed then in effect. However, such limitation shall not affect in any manner any other rights or remedies which a Person may have hereunder by reason of any such breach.

6.15 Time. Time is of the essence of this Declaration.

6.16 No Waiver. The failure of any Person to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that Person may have hereunder, at law or in equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms,. covenants or conditions. No waiver by any Person of any default under this Declaration shall be effective or binding on such Person unless made in writing by such Person, and no such waiver shall be implied from any omission by such Person to take action in respect to such default. No express written waiver any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One (1) or more written waivers of any default under any provision of this Declaration shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other term or provision contained in this Declaration.

6.17 Limitation of Liability. There shall be absolutely no corporate or personal liability of persons, firms, corporations or entities who constitute Declarant or any other Owner, including officers, directors, employees or agents of such Person, with respect to any of the terms, covenants, conditions, and provisions of this Declaration. In the event of default by a Defaulting Party hereunder. Declarant or any other Non-Defaulting Party (as defined in Section 6.1 who seeks recovery from a Defaulting Party hereto shall look solely to the interest of such Defaulting Party, its successors and assigns, in Declarant's Property for the satisfaction of each and every remedy of the Non-Defaulting Owner; provided, however, the foregoing shall not in any way impair, limit or prejudice the right of any Owner to pursue equitable relief in connection with any term, covenants or condition of this Declaration, including a proceeding for temporary restraining order, preliminary injunction, permanent injunction or specific performance.

ARTICLE 7
TERM

This Declaration shall be effective as of the date first above written and shall continue in perpetuity to the fullest extent legally possible. If the term of this Declaration is held to violate any rule against

perpetuities, the term of this Declaration shall extend only 21 years after the death of all descendants of Barack H. Obama, President of the United States who are living or in gestation on the date of this Declaration. Upon termination of this Declaration, all rights and privileges derived from and all duties and obligations created and imposed by the provisions of this Declaration, except for the easements mentioned above, shall terminate and have no further force or effect; provided, however, that the termination of this Declaration shall not limit or affect any remedy at law or in equity that a Person may have against any other Person with respect to any liability or obligation arising or to be performed under this Declaration prior to the date of such termination.

ARTICLE 8
ARBITRATION

8.1 Disputes Subject to Dispute Resolution Procedure.

All questions, differences, disputes, claims or controversies arising among or between the Owners under this Declaration as to the following are subject to arbitration (except that a claim for emergency injunctive relief shall not be subject to this Article 8):

i. constituting a monetary claim involving an amount as to any one claim not exceeding $100,000 (in Constant Dollars), exclusive of attorneys' fees, interest and other similar amounts; or

ii. expressly made an Arbitrable Dispute by the terms of this Declaration, or otherwise subject to arbitration under this Article 8.

8.2 Notice.

If an Owner believes that (i) any Owner violated or breached this Declaration, or (ii) any matter or dispute is otherwise an Arbitrable Dispute under this Declaration, then, in the case of clause (i), the non-defaulting Owner shall deliver Notice to the alleged defaulting owner describing the matter, or, in the case of clause (ii), an Owner shall deliver Notice to the other Owner or Owners requesting resolution of the arbitrable dispute, and in the case of clause (i), the Owner receiving the Notice shall have ten (10) days from the date Notice was delivered to cure the matter or to give Notice that no such breach occurred with a written explanation. In the event that the alleged default is not cured within said 10-day period in the case of clause (i), or in the event the dispute is not resolved within ten (10) days in the case of clause (iii), the Owner shall proceed in accordance with the dispute resolution procedures of this Article 8.

8.3 Arbitration.

All Arbitrable Disputes shall be submitted for arbitration to an arbitrator at the Chicago, Illinois office of the American Arbitration Association ("AAA") in accordance with its then existing Private Arbitration Rules. If, within five (5) business days following receipt of a list of arbitrators from the AAA, the parties cannot agree on an arbitrator, then, any Owner can request that the arbitrator be chosen by the AAA. Such arbitration may be initiated at the request of any Owner. The fees and costs of such arbitration (filing fees, arbitrators' fees and expenses, court reporter's fees and transcript fees, but exclusive of witness fees and attorneys' fees) shall be borne in equal shares by the Owners which are parties to such arbitration. Any award of the arbitrators shall be final and binding upon the Owners and judgment thereon shall be entered by any court exercising jurisdiction over the Lots or the Owners.

ARTICLE 9
AMENDMENT BY DECLARANT

9.1 Subdivision of Lots. **[REVIEW IF APPLICABLE]** Declarant may intend to subdivide any Lot such that all portions of a Lot may be separate, legally described parcels of land, property and space by recording a subdivision plat or survey with the Recorder ("Subdivision Plat"). Declarant reserves the right and power to record an amendment to and/or an amendment and restatement of this Declaration ("Subdivision Amendment") at any time and from time to time after the recording of the Subdivision Plat. A Subdivision Amendment may, among other things, (i) separate and change some of all of the references in and throughout this Declaration to the Lots, (ii) allocate the liabilities and obligations of the Owners, (iii) record or revise the legal descriptions of the Lots or any portion thereof, including, without limitation, (iv) allocate the Easements among the Lots, (v) grant additional easements as may be necessary, in Declarant's sole judgment, in order to effectuate the maintenance, operation and administration of the Development or any portion thereof, (vi) allocate the portion of the real estate tax bills for the Development or any portion thereof among the Owners, (vii) provide for additional services to be furnished by one Owner to one or more other Owners and for the payment of such services, and (vii) make such other modifications of, or additions or deletions to, this Declaration as may be necessary, in Declarant's sole judgment, in order to effectuate the maintenance, operation and administration of the Development or any portion thereof. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to a Subdivision Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting any portion of the Development, and the acceptance thereon, shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Declarant to make, execute and record Subdivision Amendments. Each Subdivision Amendment shall be recorded with the Recorder, and shall be effective from and after the date of recording. The right of the Declarant to act pursuant to rights reserved or granted under this Section 9.1 shall terminate at such time as the Declarant no longer holds or controls title to any portion of the Development Tract; provided, however Declarant shall have the right to assign its rights under this Section 9.1 to an Owner that is a fee owner of the Development Tract or any portion thereof by recording such assignment with the Recorder.

9.2 Special Amendment. In addition to, and not in limitation of, the rights reserved by and granted to Declarant under Section 9.1, Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration to correct clerical or typographical errors in this Declaration. A Special Amendment may also contain such complementary, additional and supplemental grants and reservation of Easements as may be necessary to effectuate the maintenance, operation and administration of the Real Estate and may also make such other modifications of, or additions or deletions to, this Declaration as may be necessary, in Declarant's sole judgment, in order to effectuate same. Declarant also reserves the right to include in a Special Amendment revisions and additions to the legal descriptions of the Lots. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to vote in favor of, make or consent to a special Amendment on behalf of each Owner as a proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting any portion of the Real Estate, and the acceptance thereof, shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of Declarant to make, execute and record Special Amendments. Each Special Amendment shall be recorded with the Recorder and shall be effective from and after the date of recording. The right of Declarant to act pursuant to rights reserved or granted under this Section 9.2 shall terminate at such time as the Declarant no longer holds or controls title to any portion of the Real Estate; provided, however Declarant shall have the right to assign its rights under this Section 9.2 to a Party that is a fee owner of the Real Estate or any portion thereof by recording such assignment with the Recorder.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed by its duly authorized representative effective as of the day and year first above written.

DECLARANT:

_____,
_____

By: _____
_____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____, known by me to be the _____of _____, and being first duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of said limited liability company.

Witness my hand and Notarial Seal this __ day of _____, _____.

_____

Notary Public

_____
Printed Name

My Commission Expires:
_____

Residing in:
_____ County, _____

EXHIBIT A

LEGAL DESCRIPTION OF THE REAL ESTATE

Tax Identification Numbers:

_____

_____

EXHIBIT A-1

LEGAL DESCRIPTION OF THE LOTS

EXHIBIT B

SITE PLAN

EXHIBIT C
PROPORTIONATE SHARES OF
COMMON AREA MAINTENANCE COSTS

LOT	PROPORTIONATE SHARE
A	_____%
B	_____%
C	_____%
D	_____%
E	_____%
F	_____%
G	_____%
H	_____%
I	_____%
J	_____%
K	_____%
L	_____%

WTC LLC Local Office
740 Waukegan Rd, Suite 310
Deerfield, IL 60015

WTC LLC Corporate Office
Four Executive Blvd, Suite 200
Suffern, NY 10901

September 21, 2016

Andrew Jennings
Director of Community Development
Village of Wheeling

Andrew,

WTC LLC is requesting the following variances relating to the civil site work and infrastructure for the Town Center development project:

- Use of PVC for the Village water main.

- Using lime stabilization to reduce earthwork, while simultaneously enhancing the strength of the paving section.

- Use of crushed concrete versus virgin limestone for aggregate base and trench backfill where CA-6 gradation is used. Crushed concrete is commonly used on all IDOT roadway projects and is standard in most municipalities.

- Permission to crush existing concrete on site during specified hours.

Attached is a letter from Eriksson Engineering that was addressed to Jon Tack requesting permission for these variances. We have also provided a letter from our Geotechnical Engineer at ECS supporting the lime stabilization and crushed concrete.

We appreciate your consideration.

Sincerely,

Brad Friedman
WTC LLC - Founding Member

Exhibit received September 21, 2016

April 21, 2016

Mr. Jon Tack, P.E.
Village Of Wheeling
2 Community Boulevard
Wheeling, IL 60090

ERIKSSON
ENGINEERING
ASSOCIATES, LTD.

Re: Wheeling Town Center
Pavement Options

Dear Jon,

At our recent meeting on April 18, 2016 we presented a few paving options that we wish to pursue in the development of the Wheeling Town Center site. This letter and the attachment constitute a formal request for the Village to consider and accept those modifications. These options include a change in the asphalt pavement section, the use of crushed concrete in lieu of virgin limestone and short term crushing of existing concrete on site.

With respect to the pavement section; as you are aware, the pavements on the site will be owned and maintained by the developer, and not the Village. We feel therefore that if the same or better structural number is provided with an alternative pavement section we would be in keeping with the intent of the Village standard. You asked that we provide a calculation of the structural number for our proposed alternative. Please refer to the attached letter from the project geotechnical engineer showing that through lime stabilization of the subgrade material the proposed pavement sections actually have a higher structural number than the Village standard. Lime stabilization would be done by a contractor familiar with the operation and in a manner acceptable to the Village.

Secondly, we discussed the use of crushed concrete (both from onsite crushing and imported) in lieu of virgin limestone material for aggregate base course, trench backfill and where required as a stone fill material. Please consider and approve this request. Crushed concrete has been used successfully for several decades by IDOT and other local DOT's as roadway aggregate and as a trench backfill. It is also used commonly by many municipalities in their own public improvements. As the attached letter from the geotechnical engineer also mentions use of crushed concrete is in keeping with the movement to reduce landfill waste and incorporate sustainable design (recycling) into modern improvements.

Lastly, we wish to crush the existing onsite concrete and reuse it in the proposed improvements. The concrete would be crushed to meet with IDOT CA-6 gradation thereby meeting the requirements for use as trench backfill, pavement aggregate base course and stone fill material where required. The one time crushing operation would last approximately 2 to 3 weeks, beginning approximately 1 month after mobilization and after site concrete and foundation demolition are complete. The operation would be centralized within the site and dust control would be provided throughout and hours of operation can be restricted to between 8 a.m. and 3 p.m. if requested. Please note that the nearby existing concrete plant does this same operation on a much larger and ongoing basis.

601 W. Randolph St, Suite 500, Chicago, IL 60661
P 312.463.0551 | F 312.463.0552 | RFeeney@eea-ltd.com

We hope that the Village will accept these alternative construction options. Please let us know if you need any further information or documentation in your decision making process. We look forward to hearing from you soon.

Very truly yours,

ERIKSSON ENGINEERING ASSOCIATES, LTD.

Mr. George Dreger, P.E.
Principal/ Sr. Project Manager

145 COMMERCE DRIVE, SUITE A . GRAYSLAKE, ILLINOIS 60030
PHONE 847-223-4804 . FAX 847-223-4864 . EMAIL EMAIL@EEA-LTD.COM

April 20, 2016

Brad Friedman
Executive Vice President
Urban R2 Development
20 North Wacker Drive, Suite 4120
Chicago, Illinois 60606
Email: BFriedman@UrbanR2.com

ECS Project No. 16:10271

Reference: Recommended Pavement Sections, Wheeling Town Center, Wheeling, Illinois

Dear Mr. Friedman:

We understand various pavement sections have been considered for the above referenced project site. In ECS' original report, we recommended a heavy duty section for drive lanes or other areas subjected to heavy traffic loads of 4½ inches of bituminous over 12 inches of crushed aggregate subbase. The Village of Wheeling has suggested a pavement section that matches one of their standards consisting of 7 inches of bituminous over 6 inches of crushed aggregate subbase. An alternate has been suggested to reduce the a mount of construction waste generated consisting of 4 inches of bituminous over 6 inches of crushed aggregate subbase on top of 14 inches of lime stabilized subgrade.

For the design of pavements, both loading and constructability factors should be considered to provide for a reasonable service life. We understand the alternate pavement section, including in-situ lime stabilization, is the preferred option. ECS was requested to evaluate the preferred option compared to ECS' original recommended pavement section and the Village of Wheeling suggested section. ECS determined the Structural Number (Sn) for each proposed section, utilizing the Coefficients for Materials in New Flexible Pavement Structures Modified AASHTO Design), Figure 54-5.O (from IDOT Pavement Design Manual, dated March 2013), as shown below:

Section 1, 4½ inches bituminous over 12 inches of crushed aggregate

$Sn = 4.5 \times 0.40 + 12 \times 0.14 = 1.80 + 1.68 = 3.48$

Section 2, 7 inches bituminous over 6 inches of crushed aggregate

$Sn = 7 \times 0.40 + 6 \times 0.14 = 2.80 + 0.84 = 3.64$

Section 3, 4 inches bituminous over 6 niches of crushed aggregate on top of 14 inches of lime stabilized soil subgrade

$Sn = 4 \times 0.40 + 6 \times 0.14 + 14 \times 0.12 = 1.60 + 0.84 + 1.68 = 4.12$

Section 3, which is the preferred option, provides the highest Structural Number for the pavement section. Further benefits of Section 3 include re-use of materials in place, and with a thinner total section of bituminous and crushed aggregate will require less material removal from the site, which can help to achieve LEED points, by being reducing construction waste

disposal. In ECS' opinion, provided a minimum crushed aggregate subbase section of 6 inches is implemented, we believe Section 3, should provide similar or better long term performance as compared to Sections 1 and 2, provided our other recommendations regarding pavement construction and maintenance are followed (such as proper grading, proofrolling, placement, compaction and routine maintenance). We also recommend in-situ lime stabilization of the soil subgrade be performed by a specialty contractor, experienced in lime stabilization.

We also understand a concern has been raised regarding the use of crushed/recycled concrete as opposed to virgin crushed limestone. The use of crushed/recycled concrete has been growing over the last 20 to 30 years, and has been a common practice for the last 10 to 15 years, as a replacement for virgin crushed limestone. Even before LEED came into play, the idea of recycling concrete rather than filling up landfills had become well accepted. It has been our experience that crushed/recycled concrete aggregate performance is consistent with crushed limestone aggregate for use as fill in utility trenches, beneath slabs, pavements, foundations and other applications where crushed limestone has typically been used. We do recommend crushed/recycled concrete meets IDOT CA-6 gradation. In addition to the benefit of recycling materials and not filling up landfills, LEED points may be available, again for reduction of construction waste disposal.

We trust the information provided is satisfactory for your current use. If you have questions regarding the information contained herein, please contact us.

Respectfully,

ECS MIDWEST, LLC

BRETT GITSKIN
062-045078
REGISTERED
PROFESSIONAL
ENGINEER
OF
ILLINOIS

Brett Gitskin, P.E.
Senior Principal Engineer
Renews 11/30/17

Cc: Mr. Peter Farquhar, WA Randolph

I:\Geotechnical\Reports\Job 10000-10999\10271 Wheeling Town Center\10217 pavement lime stabilized subgrade letter.doc

STRUCTURAL MATERIALS	MINIMUM STRENGTH REQUIREMENTS			COEFFICIENTS ③		
	MS ①	IBR	CS ②	a_1	a_2	a_3
HMA Surface						
Road Mix (Class B)				0.20		
Plant Mix (Class B)						
Liquid Asphalt				0.22		
Asphalt Binder	900			0.30		
HMA Surface Course (4% voids)				0.40		
Base Course						
Aggregate, Type B						
Uncrushed		50			0.10	
Crushed		80			0.13	
Aggregate, Type A		80			0.13	
Waterbound Macadam		110			0.14	
Bituminous Stabilized Granular Material	300				0.16	
	400				0.18	
	800				0.23	
	1,000				0.25	
	1,200				0.27	
	1,500				0.30	
	1,700				0.33	
HMA Binder Course (4% voids)					0.33	
Pozzolanic, Type A			600		0.28	
Lime Stabilized Soil			150		0.11	
Select Soil Stabilized			300		0.15	
with Cement			500		0.20	
Cement Stabilized Granular Material			650		0.23	
			750		0.25	
			1,000		0.28	
Subbase						
Granular Material, Type B		30				0.11
Granular Material, Type A						
Uncrushed		50				0.12
Crushed		80				0.14
Lime Stabilized Soil			100			0.12

Notes:

① *Marshall Stability (MS) index or equivalent.*

② *Compressive strength (CS) in pounds per square inch (psi). For cement stabilized soils and granular materials, use the 7-day compressive strength that can be reasonably expected under field conditions. For lime stabilized soils, use the accelerated curing compressive strength at 120°F for 48 hours. For Pozzolanic, Type A, use the compressive strength after a 14-day curing period at 72°F.*

③ *For materials with strengths other than those shown, the coefficients may be determined from Figures 54-5.P, 54-5.Q, and 54-5.R. Other approved materials of similar strengths may be substituted for those presented in Figure 54-5.O.*

COEFFICIENTS FOR MATERIALS IN NEW FLEXIBLE PAVEMENT STRUCTURES (Modified AASHTO Design)

Figure 54-5.O

HARD COPIES UNCONTROLLED

WM. A. RANDOLPH INC.
builders • contractors • construction managers

820 Lakeside Drive, Suite 3 Gurnee, Illinois 60031

Phone (847) 856-0123 Fax (847) 856-0696

www.warandolph.com

September 22, 2016

Mr. Andrew Jennings
Village of Wheeling,
Community Development Department
2 Community Boulevard,
Wheeling, IL 60090

Subject: Wheeling Town Center - Request for Variance for -

"Use of Steel Clad "MC-Cable" Systems"

Dear Mr. Jennings:

This letter is submitted on behalf of WTC LLC, to formally request the approval of MC-Cable wiring systems in the 120-volt wiring systems in the residential units (only) as delineated by the teal green areas on the PUD drawings (PUD111, PUD 112 and PUD 113). In the rest of the building electrical work would use wiring systems as presently allowed by Village code (wiring in conduit or buss duct) this includes: the parking deck, all the high voltage feeders, and hookups to high voltage equipment as well as lighting in the corridors.

The National Electrical Code permits the use of MC Cable. However, local Wheeling Electric code amendments prohibit the use of MC- Cable in walls. They do allow MC-Cable for limited whips in the ceilings. Because the majority of the necessary wiring installations for the residential project are in the walls, we respectfully request that the variance be granted to allow for used for 120 volt wiring in both the walls and ceilings within the apartment units themselves.

MC-Cable "Metal clad" cable is a steel clad cable system that is prewired and pre-cut to finished requirements in a controlled manufacturing environment off site. It is installed on the job by skilled licensed union electricians. MC-Cable is used throughout the United States and in Illinois and is approved by the National Electric Code. I have attached an exhibit showing what MC-Cable is and looks like.

Exhibit received September 22, 2016

The Ownership Group (WTC LLC), William A. Randolph, Inc. and our Electrical Designers and Sub-Contractors all believe MC-Cable is a safe and more cost effective wiring system than conduit and wire.

Given that this installation is supported by the National Electrical Code, we offer the following points to address any additional concerns that may exist regarding the use of this product:

- Lynmark has utilized MC Cable systems without safety incident throughout their entire residential portfolio that includes tens of thousands of units in New York, New Jersey and throughout the country.

RANDOLPH is currently under construction on a 144 unit extended stay hotel project in Oakbrook, IL where the use of MC Cable has been permitted and approved by the local jurisdiction. The use of MC Cable is not uncommon in large residential and commercial projects. Examples include:

1. 1571 Maple in Evanston (12 story 120 unit apartment),
2. Northwoods Apartments in Northbrook, IL
3. Sedgebrook Senior Living in Lincolnshire, IL
4. Three Crowns Park in Evanston, IL - Retirement Community (independent Living, Assisted Living and Healthcare)
5. Embassy Suites in Naperville, IL
6. Hyatt House in Evanston, IL
7. Hyatt House in Oak Brook, IL (in Process)

- The attached letter from the owner's electrical engineer supporting the substitution of MC-Cable for the specified field wiring in conduit systems.
- The attached letter from The Design Studio, the Wheeling Town Center Electrical Engineer, stating support of the MC Cable system.
- **Safety**
    - We are proposing the deployment of MC-Cable in low voltage 120 Volt wiring only.
    - We believe that MC Cable is as safe as wire in conduit systems. Both systems have protection from steel cladding which reduce the chance of damage to the wiring inside. Conduit is heavier gage cladding. However, MC-Cable is flexible and typically installed loose in the walls so it typically moves out of the way when a nail or screw is driven through the drywall while conduit is more rigid and does not typically move and can be easily penetrated by screws.
    - Both systems are protected by electrical breakers that trip when a grounding condition is encountered. In many areas in the units there are GFI outlets adding a second layer of protection.
    - From a practical matter, the vast majority of wiring is not in areas where people hang pictures or install television supports. The vast majority of wiring is below

3' above the floor. In areas where outlets are higher the wiring is behind cabinets or back splashes where people will not hang pictures.

- **Quality Control**
  - All wiring systems are certified and guaranteed by the manufacturer to be free of defects. The wiring systems are installed by licensed union electricians in accordance with the manufacturer's specifications, in accordance with the NEC and generally accepted electrical practices. All circuits are checked for proper line voltage and continuity. These tests verify the installation is working properly. The electrician's work is inspected daily by the supervising electrician and weekly by the Electrical Project Engineer. In addition, William Randolph's Superintendents review the work performed on a daily basis to see that all work is installed in accordance with the drawings and specifications.
- **Repair of Damaged Systems**
  - Damaged wiring in MC Cable typically requires the re-running of the complete cabling system from the junction box to the affected outlet. In these situations, drywall may need to be removed and replaced which has an incremental effect on the cost of the repair.
  - Our ownership team understands and has managed long term operation of apartments for over thirty years and has and is prepared to make the proper repairs when needed. They are long term holders and will maintain ownership of this property for the foreseeable future.

In summary, we respectfully request the ability to use MC Cable systems that are approved by N.E.C. that will ultimately provide a safe, efficient and affordable construction solution for the Wheeling Town Center Apartment Building.

Thank you for your consideration we welcome the opportunity to discuss this further with you and your staff at your earliest convenience.

Sincerely,

J. Peter Farquhar

Sr. Project Manager Development

William A Randolph, Inc.

CC: Brad Friedman – WTC LLC

Josh Goldstein, John Bryan, Cliff Egeberg – Lynmark Group

Anthony Fasolo, Tom Arsovski – Callison RTKL

AQUARIUS CONSULTING GROUP
111 COPPERFIELD LANE
METUCHEN NJ 08840
(732)744-9303 ~ Fax (732)744-9306

September 2, 2016

Mr. Andrew C. Jennings, AICP
Director of Community Development
Village of Wheeling
Community Development Department
2 Community Boulevard
Wheeling, IL 60090

Subject: Use of Metal-Clad Cable in Multi-Family Construction

Dear Mr. Jennings:

I am writing to you as an Electrical Engineering consult to the Lynmark Group with regard to their request for the Village of Wheeling to grant a variance to permit the use of metal-clad (MC) cable for 120-volt branch circuit wiring in multi-family construction which is prohibited in the Village of Wheeling due to the Village's deletion of this permitted wiring method under Article 330 of the 2011 National Electrical Code (2011 NEC) in its adoption of the 2011 NEC as the Village's Electrical Code under Title 15, Chapter 15.01.030.B.10 of the Village's Municipal Code. As I am sure you are already aware, MC cable is commonly and safely used in multi-family construction throughout the country as it is a permitted wiring method in the 2011 NEC and current 2014 NEC. I have personally engineered dozens of multi-family dwellings that have utilized MC cabling as permitted by the NEC in the State of New York and Philadelphia metropolitan areas without any issues know to me.

The risk of damage to the conductors within properly installed MC cable is equal to if not less than those conductors installed within thin wall electrical metal tubing (EMT). If a nail or screw is driven through a wall where MC cable is concealed within but is too close to the wall board, the MC cable will flex in the wall void allowing the nail or screw to pass without damaging the outer metal cladding or the conductors contained within. If a nail or screw is driven through a wall were EMT concealed within but is too close to the wall board, the rigidly installed EMT will not flex and the nail or screw will easily be driven through the thin-walled EMT potentially allowing damage to occur to the conductors. Such damage could result in electrical shock or fire.

The use of EMT in place of the NEC permitted MC cable wiring methods in multi-family construction does not provide a cost benefit to the owner or residents. Articles 210.1(C) and 210.52 are very specific with the types and locations of electrical outlets that are to be provided in dwelling units. Any relocation of appliances or plumbing fixtures, or remodeling of a dwelling unit would result in the physical change in the location of electrical outlets due to NEC. The rigid and fixed installations of EMT do not afford itself to such changes within a dwelling unit. In addition, the initial installed costs of EMT verse MC cable wiring methods is substantially greater. These additional and unnecessary costs for EMT wiring methods will ultimately be passed on to the Village residents that will live in these dwelling units.

I ask that you provide your support for the Lynmark Group's variance request.

Sincerely,

Matthew C. Zabrosky
Professional Engineer
NY License No. 085248

the engineering studio, inc.

mechanical, electrical, plumbing, fire protection

September 20, 2016

Anthony Fasolo, AIA
CallisonRTKL Inc.
200 South Michigan Avenue, Suite 1800
Chicago, Illinois 60604

Re: Wheeling Town Center – Wheeling, Illinois
MC Cable Variance

Per your request, we are writing to offer our opinion of the proposed use of MC Cable (in lieu of wire and hard conduit) in the residential building at the Wheeling Town Center project.

While the use of MC Cable is specifically not allowed in the Wheeling code, the National Electrical Code does allow the use of MC Cable. We have designed other multifamily projects (outside of Illinois) using MC Cable.

As Engineer-of-Record for this project, we would support the use of MC Cable if allowed by the Village of Wheeling.

Please let me know of any questions.

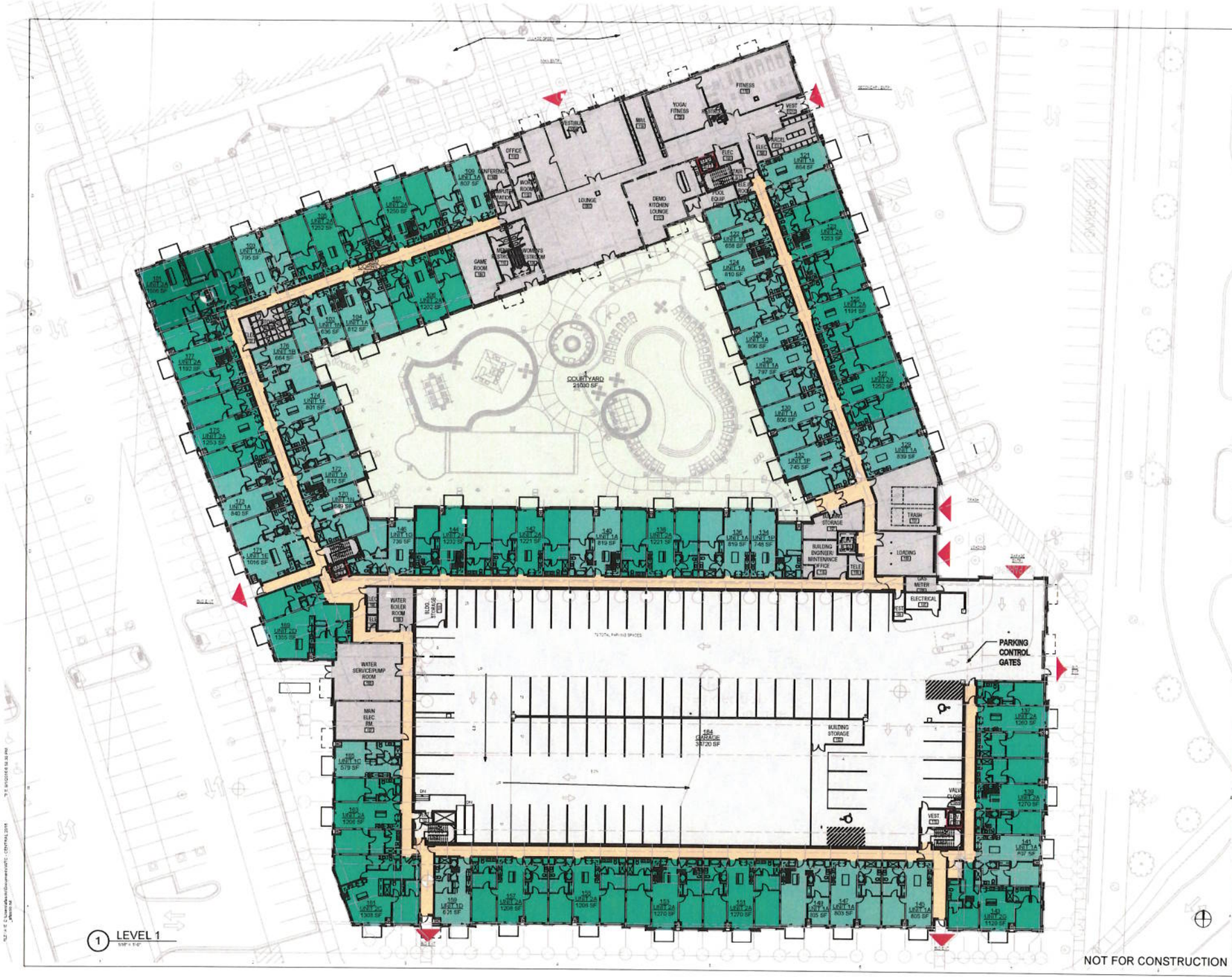
Sincerely,

The Engineering Studio, Inc.

Eric L. Stein, P.E.
Principal

Illinois Licensed Professional Engineer #062.048938

701 Lee Street, Suite 510, Des Plaines, IL 60016 | tel: 847-795-8810 |www.engineeringstudio.com



CALLISONRTKL
A DESIGN CONSULTANCY OF ARCADIS

CALLISONRTKL
206 S. MICHIGAN AVENUE
CHICAGO IL 60604
312.542.5900 MAIN
312.542.5901 FAX
WWW.RTKL.COM
PROJECT NUMBER 036-120019.01

CONSULTANT

PROJECT

WHEELING TOWN CENTER - BUILDING K/L

CLIENT

WTC LLC
740 WAUKEGAN ROAD
SUITE 400
DEERFIELD, IL 60015

ISSUE DRAWING LOG

1	08.01.2016	FINAL PUD SUBMITTAL

SEAL

SHEET IDENTIFICATION

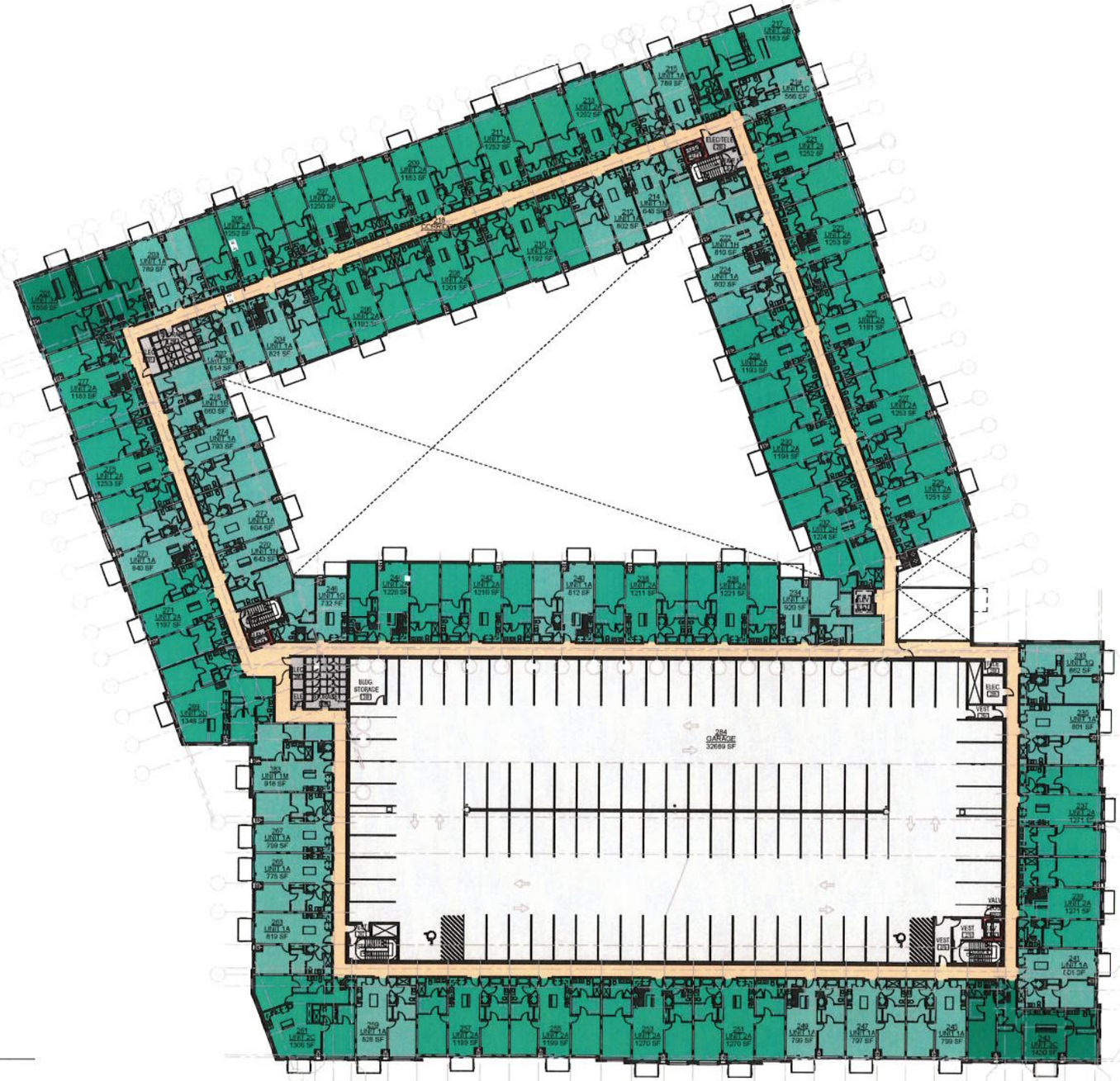
TITLE

RESIDENTIAL LEVEL 1 FLOOR PLAN

NUMBER

PUD-111

2016 CALLISONRTKL INC



1 LEVEL 2
1/16" = 1'-0"

NOT FOR CONSTRUCTION

CALLISONRTKL
A DESIGN CONSULTANCY OF ARCADIS

CALLISONRTKL
200 S. MICHIGAN AVENUE
CHICAGO, IL 60604
312-542-5900 MAIN
312-542-5901 FAX
WWW.RTKL.COM
PROJECT NUMBER 030-120010.01

CONSULTANT

PROJECT

WHEELING TOWN CENTER - BUILDING K/L

WHEELING

CLIENT
WTC, LLC
740 WAUKEGAN ROAD
SUITE #310
DEERFIELD, IL 60015

ISSUE DRAWING LOG

1	06.01.2016	FINAL PUD SUBMITTAL

SEAL

SHEET IDENTIFICATION

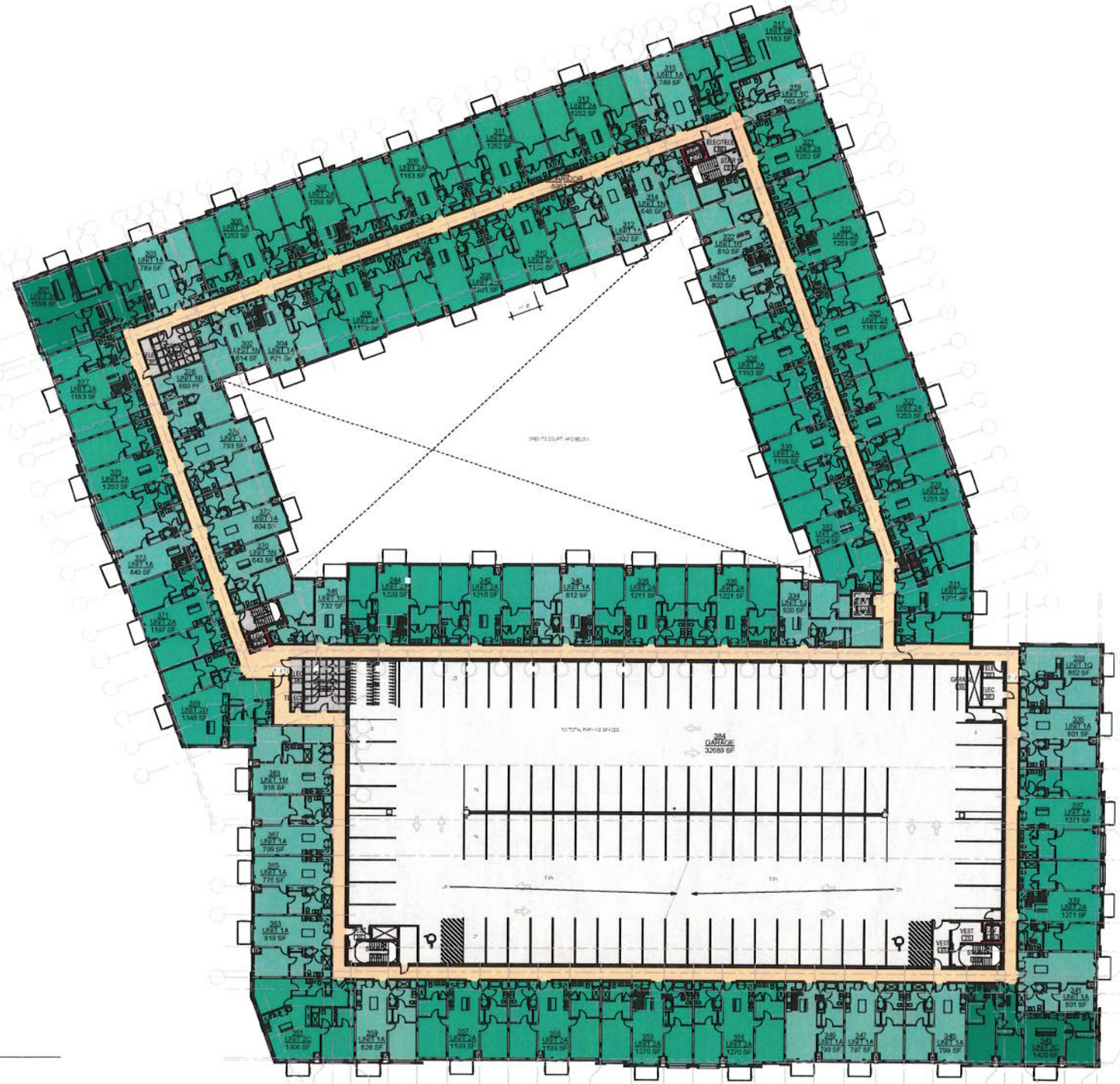
TITLE

RESIDENTIAL LEVEL 2 FLOOR PLAN

NUMBER

PUD-112

2016 CALLISONRTKL INC.



1 LEVEL 3
1/16" = 1'-0"

NOT FOR CONSTRUCTION

CALLISONRTKL
A DESIGN CONSULTANCY OF ARCADIS

CALLISONRTKL
200 S. MICHIGAN AVENUE
CHICAGO IL 60604
312-542-5900 MAIN
312-542-5901 FAX
WWW.RTKL.COM
PROJECT NUMBER 030-120019.01

CONSULTANT

PROJECT

WHEELING TOWN CENTER - BUILDING K/L

WHEELING

CLIENT

WFC LLC
740 WAUKEGAN ROAD
SUITE #310
DEERFIELD IL 60015

ISSUE DRAWING LOG

1	06.01.2016	FINAL PUD SUBMITTAL

SEAL

SHEET IDENTIFICATION

TITLE

RESIDENTIAL LEVEL 3-5 FLOOR PLAN

NUMBER

PUD-113

2016 CALLISONRTKL INC

AFC CABLE SYSTEMS®

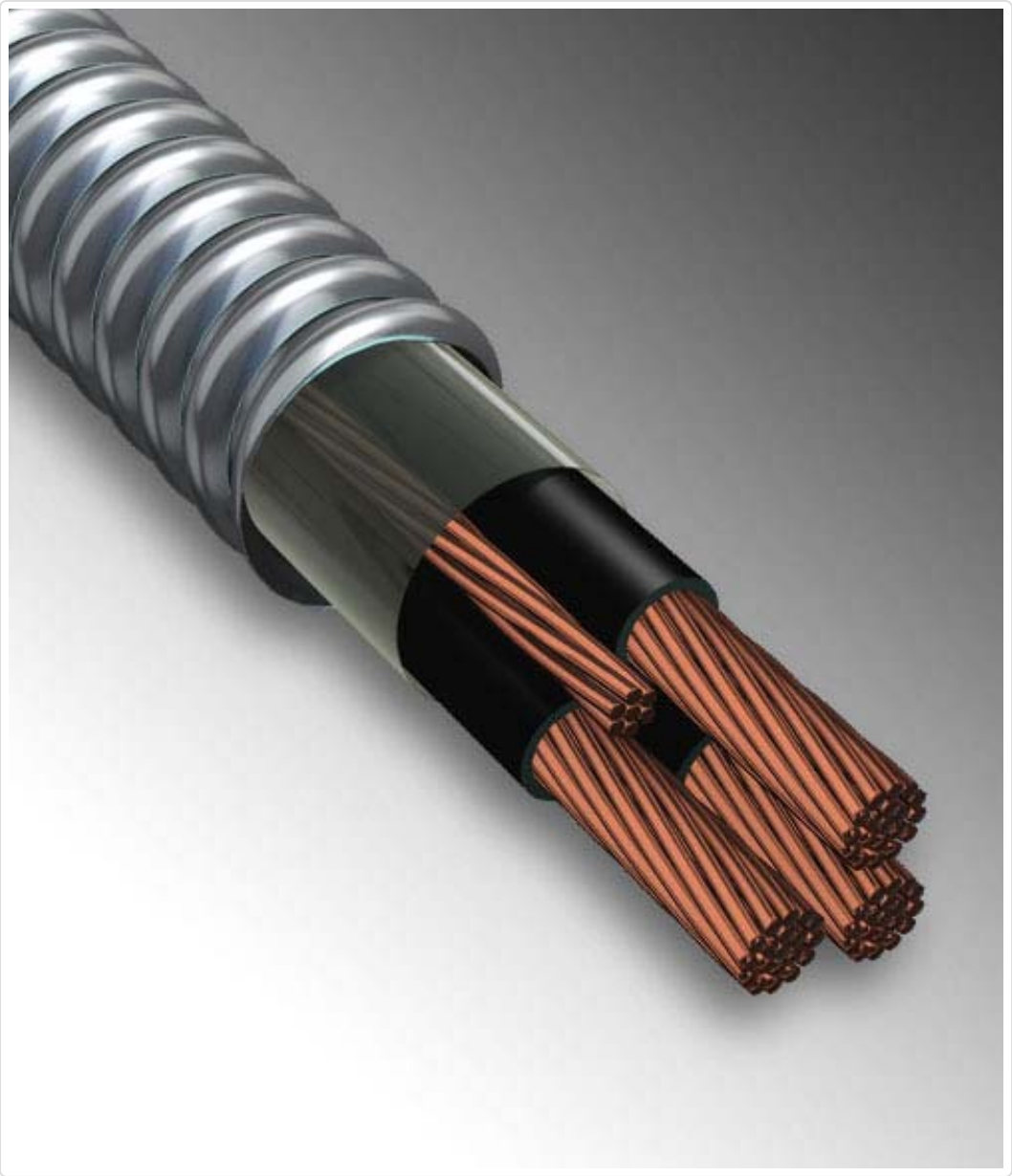
A PART OF atkore INTERNATIONAL

MC METAL CLAD CABLES

AFC manufactures standard Type MC Cables including MC TUFF, MC Lite® and other MC cables in a variety of specialty configurations, most featuring the ColorSpec® ID System. AFC's ColorSpec® ID system allows for the easy identification of cables without the need to open any panels. In addition to standard hospital green and fire alarm red, AFC has identified their MC Tuff® product with blue armoring and MC-Quik® in purple over the length of the cable. In addition to armoring color, AFC indicates the phases within each cable with the phase id coloring on the armoring.

In addition to standard MC cables, AFC also offers MCI-A type cables which feature the armor plus a full sized aluminum ground wire as the equipment grounding means. The MC-Stat® cable is a hospital grade cable with two ground fault paths that meet NEC® 517 requirements for health care applications. These redundant ground fault paths provide added safety for hospital and patient care areas. Both the MC stat and MC-Quik® MCI-A products come without an overall assembly tape, instead each conductor is individually insulated for quicker terminations and installation times.

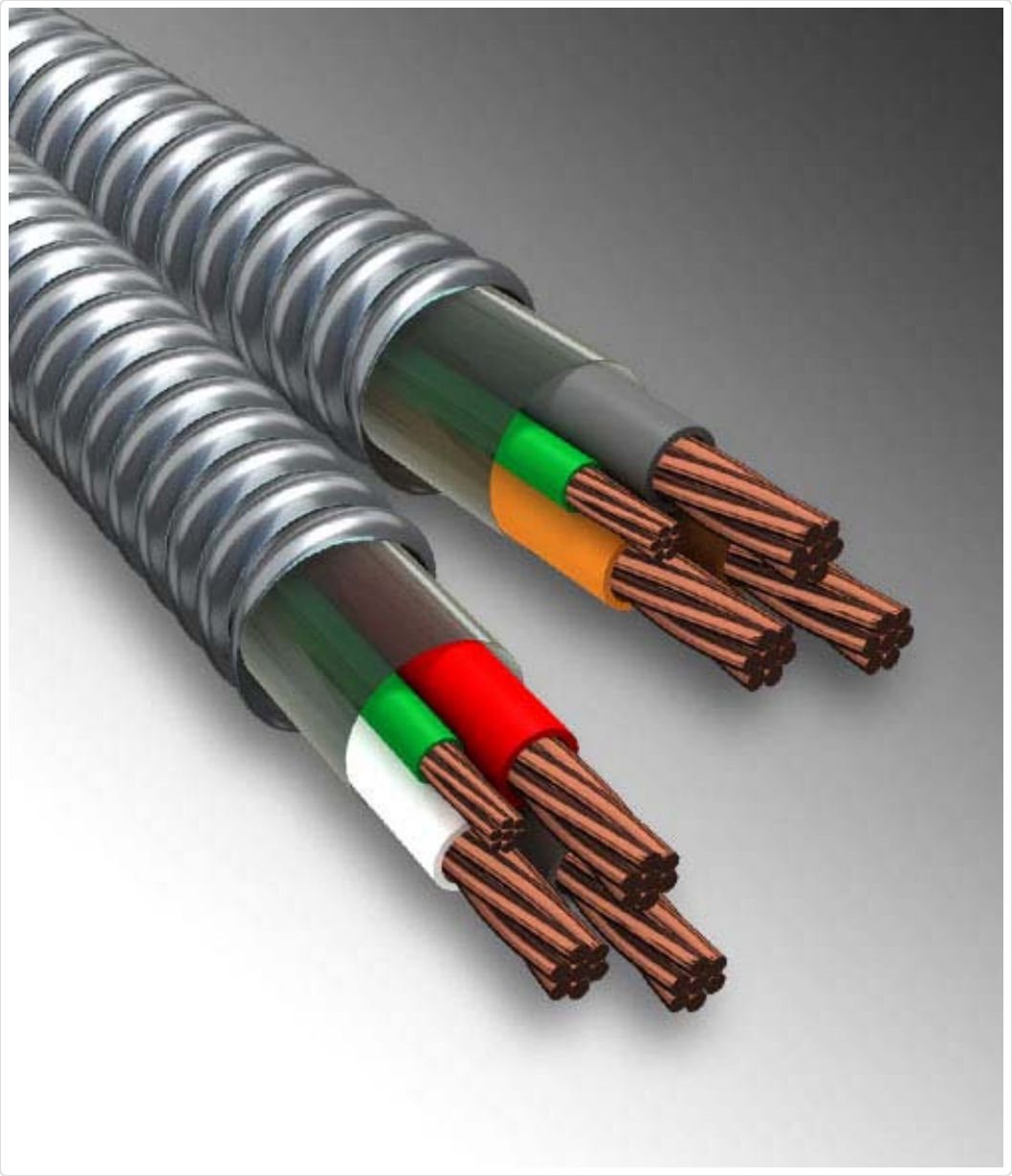
MC cables come in a variety of configurations including isolated grounds, neutral per phase, super neutral and home run cable. With all of these configurations, you can find a cable to meet any needs. AFC also offers Parking Deck/Lot cable (PVC Jacketed MC Cable) which is MC Cable with galvanized steel armor with a PVC jacket. This cable is great for signal circuits in wet, dirty or oily locations, can be buried directly in earth or concrete, surface mounted or trenched for use in parking deck or parking lot applications, golf courses, docks, swimming pool motors, and many more.



(http://www.afcweb.com/mc-metal-clad-cables/large-mc-feeder-cable/)

Large MC Feeder Cable (http://www.afcweb.com/mc-metal-clad-cables/large-mc-feeder-cable/)

Large size MC Feeder Cable with galvanized interlocking aluminum armor and stranded conductors.



(http://www.afcweb.com/mc-metal-clad-cables/intermediate-feeder-size-mc-cable/)

Intermediate Feeder Size MC Cable (http://www.afcweb.com/mc-metal-clad-cables/intermediate-feeder-size-mc-cable/)

Intermediate Feeder Size MC Cable comes with aluminum or galvanized steel armor. This product features galvanized interlocking steel strip or interlocking aluminum armor.

1. CALL TO ORDER

Chairman Ruffatto called the meeting to order at 6:30 p.m. on Thursday, September 8, 2016.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present were Commissioners Blinova, Dorband, Issakoo, Johnson, Powers, Ruffatto and Zangara. Also present were Brooke Jones, Senior Planner and Mallory Milluzzi, Village Attorney.

4. CHANGES TO THE AGENDA - None

5. CITIZEN CONCERNS AND COMMENTS – None

6. CONSENT ITEMS

A) Docket No. SCBA 16-20
Carnitas El Paisa Alegre
46 W. Dundee Road
Appearance Approval of a Wall Sign

B) Docket No. SCBA 16-21
ABC Supply
115 Messner Drive
Appearance Approval of Wall Signs

Commissioner Dorband moved, seconded by Commissioner Zangara to approve the following consent items.

Approve Docket No. SCBA 06-21 to permit installation of the wall sign in accordance with the sign drawing submitted August 23, 2016 by Discovery Awnings and Canopies, on behalf of Carnitas El Paisa Alegre located at 46 W. Dundee Road, Wheeling, Illinois;

Approve Docket No. SCBA 06-21 to permit installation of the wall signs in accordance with the sign drawings submitted August 29, 2016 by ABC Supply, located at 115 Messner Drive, Wheeling, Illinois;

On the roll call, the vote was as follows:

AYES: Commissioners Dorband, Issakoo, Johnson, Powers, Ruffatto, Zangara
NAYS: None
ABSENT: None
PRESENT: None
ABSTAIN: Commissioner Blinova

There being six affirmative votes, the motion was approved.

7. ITEMS FOR REVIEW

A) Docket No. 2016-18
Promise and Fulfillment Community Church
5110-6360 Capitol Drive
Special Use-Site Plan Approval of a Religious Assembly Use
See Findings of Fact and Recommendation for Docket No. 2016-18.

See Findings of Fact and Recommendation for Docket No. 2016-18.

Commissioner Johnson moved, seconded by Commissioner Dorband to recommend approval of Docket No. 2016-18 granting Special Use-Site Plan Approval as required under Chapter 19-07 Industrial Districts, Chapter 19-10 Use Regulations, Chapter 19-12 Site Plan Approval Requirements, in order to allow religious assembly at the existing developed property in the I-1 Light Industrial and Office District at 5110-6360 Capitol Drive, Wheeling, Illinois, in accordance with the following plans, submitted by Promise and Fulfillment Community Church on August 1, 2016:

- Project summary (21 pages);
- Aerial photo of site;
- Existing site/landscape plan;
- Demolition floor plan of Building A;
- Proposed floor plan of Building A;
- Demolition floor plan of Building B;
- Proposed floor plan of Building B;
- Photos of existing site lighting; and
- Photos of existing landscaping.

And with the following conditions:

1. The parking lot requires improvements including, at minimum, repaving of the rear access road. Storm sewers are also sinking. An engineering evaluation is required to determine the condition of the storm sewer structures. Repairs to the structures may be required based upon the evaluation. This work shall be complete prior to occupancy;

2. Within 120 days of special use approval, the petitioner shall return to the Plan Commission for Minor Site Plan and Appearance Approval of a landscape plan that includes additional plantings;
3. The west parking lot shall be resealed and restriped;
4. The site shall include bicycle parking centrally located for five; and
5. The petitioner shall work with Staff to clean up the rear loading docks.

On the roll call, the vote was as follows:

AYES: Commissioners Dorband, Issakoo, Johnson, Powers, Ruffatto, Zangara
NAYS: None
ABSENT: None
PRESENT: None
ABSTAIN: Commissioner Blinova

There being six affirmative votes, the motion was approved.

Commissioner Powers moved, seconded by Commissioner Dorband to close Docket No. 2016-18. The motion was approved by a voice vote.

8. APPROVAL OF MINUTES – August 25, 2016 (includes findings for Docket No. 2016-15)

Commissioner Dorband moved, seconded by Commissioner Powers to approve the minutes dated August 25, 2016. The motion was approved by a voice vote. Commissioner Blinova abstained.

9. OTHER BUSINESS

The Commission took a break at 7:34 p.m. and reconvened at 7:39 p.m.

A) Workshop discussion of CMX and its relation to the Wheeling Town Center Development

Mr. Brad Friedman announced the new anchor tenant as CMX. He wanted to share the details with the Plan Commission and explain how it impacts the overall site plan. He explained they were fortunate because they had a lot of movie theaters expressing interest so they had their "pick of the litter".

Mr. Friedman explained that CMX was a luxury dine-in cinema with high-end finishes and décor. They do the first run blockbuster movies and will have an upscale menu with a wide range of food and beverages. They'll have a nice stylish lounge, a full bar with handcrafted cocktails. They offer oversize leather seating and pride themselves on offering a first class service. They are the sixth largest movie theater change in the world so they are financially very strong which makes them stable. They have almost 300 theaters and are making a major investment into the US market. They

have signed eight leases for US locations in Miami, Old Orchard and Wrigleyville. They are partnering with Lettuce Entertain You.

Mr. Friedman reviewed the changes to the site plan. He noted it was pretty much the same. They gave CMX 40,000 square feet and their actual building footprint is 37,640 square feet. It is a little wider so there were changes to the back area (west area). There used to be a one-way aisle with diagonal parking. The area was reconfigured so there was now a nice wide drive lane with perpendicular parking. They picked up additional parking spaces and increased the landscaping. Mr. Friedman mentioned Flix Brewhouse had 980 seats and CMX has 780 seats since they have the extra wide seating. Because of it, the parking study benefited since there were less number of seats. Flix Brewhouse was also heavy on the employee count with 100 employees working on a Saturday night and CMX only has about 40 employees working on a Saturday night so an additional surplus of parking became available. The building is a little wider and a little shorter (north to south) so they added some walkways and landscaping to provide a little bit more of a buffer. In the north, a lot of extra space was gained. There is a carved out area where they plan to incorporate some outdoor seating. They put in some extra planter beds and also incorporated a new drop off area by the valet spot. CMX has a lounge area in the front with a market area. They plan to offer full meals including some exotic foods. They have a separate bar area. There are 10 screens. Flix Brewhouse had eight screens so some of the screening rooms are a little bit more intimate. All of them have the extra wide seating. Pictures, drawings and elevations were provided.

Mr. Friedman stated that CMX was designing their own building with their own internal architects. RTKL is not the architect of record but they have been working with the architects and are familiar with the materials. Anthony reported the majority of the material on all sides is a metal mesh that creates a diamond shape. It creates different shadows with a multi color panel. There is a light blue gray paint on the substructure behind it. The bottom portion is a metal panel and the main lobby is all glass with siding fittings. Sketches were provided with different views.

Commissioner Powers felt the plan was awesome and he appreciated everything the petitioner had done.

Commissioner Dorband liked the CMX architecture and felt it fit in nicely and better than the previous theater. Mr. Friedman explained CMX prides themselves in being an upscale theater experience.

Commissioner Dorband questioned if the landscape areas would be irrigated. Mr. Friedman confirmed the landscaping was irrigated.

Commissioner Johnson questioned the tightness of the mesh. He expressed concern about the maintenance with insects and etc. Anthony stated it was hard to tell since they just received the plans from the architects from Mexico City. Anthony explained there was a space between the mesh and wall that could probably be powered wash. He confirmed it was not glass.

Commissioner Zangara wanted to make sure they don't out price their menu items. Mr. Friedman explained they were working on a sample menu. CMX is relying on Lettuce Entertain You to select a menu appropriate for the venue and area. Chairman Ruffatto reminded the Commission the

Village wants to attract all neighbors and that the menu selection is not germane to the approval process. Commissioner Zangara is in favor of Wheeling doing something different than other communities. Mr. Friedman noted that CMX was just one retailer in the center and that there would be other restaurant choices.

In reply to Commissioner Zangara's questions, Mr. Friedman confirmed they had not changed the Burger King parking.

Commissioner Issakoo is excited about CMX.

Commissioner Blinova felt it was amazing and would change a lot of things.

Ms. Jones mentioned the petitioner was returning for a special meeting on September 29th for final PUD approval. Chairman Ruffatto questioned how the major change would be addressed. Ms. Jones explained it was final PUD and the details of engineering, landscaping, lighting, etc. would be finalized. The special use for CMX would also be reviewed in a new hearing. Ms. Milluzzi explained the final PUD is for the layout of the entire complex and the special use is specifically for CMX. The Public Hearing was being noticed since there were some substantial changes from preliminary. Mr. Friedman mentioned the amount of time that had elapsed between the preliminary PUD to final PUD would also require an additional public hearing since it was more than six months.

Chairman Ruffatto questioned if CMX would be present at the next meeting. Mr. Friedman wanted a CMX representative from the design team and architecture team at the workshop but unfortunately they were unable to come since it was a little more challenging coming from Mexico City. He is hoping someone will be at the September 29th meeting. Chairman Ruffatto felt someone would be needed from CMX in order to fully understand what was going on since Mr. Friedman's architect could not represent them. Mr. Friedman agreed that it was extremely important to have someone from CMX to be present for final PUD.

Chairman Ruffatto felt it would be a great addition and would generate a heightened awareness for the center and Village.

Commissioner Powers requested material samples for the next meeting. Mr. Friedman agreed.

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Commissioner Zangara mentioned that Hersey High School installed a blinking crosswalk to go to the shopping center. Chairman Ruffatto felt it was also an enforcement issue.

Commissioner Zangara wanted to schedule a field trip with the Plan Commission to go around the Village to see the different project. Commissioner Dorband felt it would be very helpful for the new Commissioners. Commissioner Dorband mentioned that the Fire Department had taken the Commission around in the past to show the difficulty a fire truck has getting into a tight development.

Commissioner Issakoo had no comments.

Commissioner Dorband announced the September 14th Taste of the Town was being held at the Westin. Tickets are available through the Chamber's office.

Wheeling's Helping Hands dinner is being held on September 16th at Market Square for $22/each and the Pig Roast at Market Square is on the 17th and $10/each. Proceeds will go to Wheeling's Helping Hands.

Chairman Ruffatto mentioned all of the Plan Commissioners should have received a ticket to the Taste of the Town.

Commissioner Powers had no comments.

Commissioner Johnson had no comments.

Chairman Ruffatto announced he would not be present at the September 22nd meeting.

The Commission welcomed Commissioner Blinova to the Plan Commission.

10. ADJOURNMENT

Commissioner Dorband moved, seconded by Commissioner Johnson to adjourn the meeting at 8:27 p.m. All were in favor on a unanimous voice vote and the meeting was adjourned.

Respectfully submitted,

_____
Steve Powers, Secretary
Wheeling Plan Commission

DISTRIBUTED TO THE COMMISSION 9.23.2016
FOR APPROVAL ON 9.29.2016

DRAFT DOCKET NO. 2016-18

FINDINGS OF FACT
AND RECOMMENDATION

To: Village President and Board of Trustees

From: Wheeling Plan Commission/Sign Code Board of Appeal

Re: Docket No. 2016-18
Promise and Fulfillment Community Church
5110-6360 Capitol Drive
Special Use-Site Plan Approval of a Religious Assembly Use

Docket No. 2016-18 Promise and Fulfillment Community Church, contract purchaser, is seeking Special Use-Site Plan Approval as required under Chapter 19-07 Industrial Districts, Chapter 19-09 Planned Unit Developments; Chapter 19-10 Use Regulations, and Chapter 19-12 Site Plan Approval Requirements, and associated sections, to establish a Religious Assembly use at 5110-6360 Capitol Drive, Wheeling, Illinois, which is zoned I-1 Light Industrial and Office District.

Chairman Ruffatto called Docket No. 2016-18 on September 8, 2016. Present were Commissioners Blinova, Dorband, Issakoo, Johnson, Powers, Ruffatto and Zangara. Also present were Brooke Jones, Senior Planner and Mallory Milluzzi, Village Attorney.

Commissioner Powers ready the following paragraph aloud.

A zoning Special Use, as defined in Title 19, of the village of Wheeling (Zoning), is a use of parcel of land that requires review and consideration before approval due to circumstances or effects on the surrounding properties that may adversely affect them. In order to be considered for a special use the petitioner is required to demonstrate through testimony to the Plan Commission at the public hearing why their request meets the conditions of the village code including, but not limited to, how the proposed use will not damage the enjoyment or use of the surrounding properties. Prior to the public hearing the petitioner provides written statements meant to show that their request for a special use meets the standards established in Title 19. The Commission Chairperson will typically direct that these statements be entered into the record without a full reading of them at the hearing. Based upon the testimony and supporting materials submitted, the Plan Commission will make findings in support of, or against, the petitioner's testimony and report those findings to the Village Board.

Mr. Justin Silva, Attorney, Daniel Shapiro Law, 3663 Woodhead Drive, Northbrook, IL 60062 and Mr. Ho Sang Lee, Architect, Saang Inc., 7320 N. Milwaukee Avenue, Suite D, Niles, IL were present and sworn in.

Mr. Silva stated the petitioner is currently under contract to purchase the property at 5110-6360 Capitol Drive. It is roughly 5 acres and located at the northwest corner of Capitol Drive. The property is anchored by National Lewis University. There are surrounding uses around Capitol Drive. The current zoning for the property is I-1 Light Industrial and Office District. The surrounding uses are essentially the same. There is a lot of industrial office and institutional with

some religious assembly to the east.

There are four existing 1-story brick structure buildings on the property. Structure A is a rectangular structure with a mirror image directly to the east referred to as Structure B. They are only focusing on Religious Assembly Zoning for Structures A&B. They are purchasing the entire property but some of the buildings are leased out and will remain leased.

The petitioner will be occupying all of Building A which is the northern most building. It will include their sanctuary, fellowship area as well as ancillary space. They will also occupy a small portion of Building B which is directly south. The petitioner will occupy roughly 28% of the building. The current tenant would remain in the building. Buildings C & D are both leased and will continue to be used as office space.

Mr. Silva referred to the parking. There is a large shared parking lot except for a portion on the eastern side. He confirmed there was ample parking. They are proposing to include the sanctuary in Building A which would have approximately 238 seats (80 parking spaces). There are a total of 215 parking spaces. Mr. Silva stated the parking lot was in good condition with some recent patch work. The parking lot is completely lit and landscaped. He referred to a rear access road to the north of the property that was in bad disrepair. The petitioner is aware of it and plans to do the necessary repairs.

Mr. Silva stated they are not proposing any changes to the exterior. The landscaping will remain the same and is currently irrigated.

Pastor Kim, Senior Pastor, Promise and Fulfillment Community Church was sworn in. He stated he was a resident of Wheeling. He thanked the Commission for the opportunity to present. He explained their church was currently located in Winnetka. They rent space from another church but have long dreamed and prayed for their own church where they can root, grow and become a part of the community. They want to provide a convenient worship space for their members and provide a solid Christian foundation for their youth. They look forward to becoming part of the community and working with the Village in the future.

Associate Pastor Reverend Peter Chung, Promise and Fulfillment Community Church was sworn in. Reverend Chung explained he had been serving the church for about 3.5 years and was directly involved in English ministry for young adults and children's ministry. He explained the church was a religious congregation currently located at 470 Maple Street, Winnetka, IL that was founded in 2004 and has been in continued operation since its founding. It has grown steadily and currently has 150 adult members, 30 young adult members and about 50 children. They have been renting since the founding in the north suburban area and are currently renting from the Christ Church of Winnetka. There are three full-time pastors and three part-time supporting staff members. Church services are held on Sundays at 9:00 a.m. and 11:00 a.m. He explained they were looking for another location since there had been conflicts with their schedule and the host church. They believe the Wheeling church will better serve its members and the community at large since most of the members reside in the northwest suburbs.

Reverend Chung explained their vision by relocating to Wheeling was to provide comfortable

worship service for their members and to provide a solid Christian foundation for the next generation. He explained one of the issues at their current location was they were forced to have their worship service outside for 3 consecutive weeks while the church holds a rummage sale. He mentioned it was inconvenient for them.

Mr. Silva clarified the parking situation. He referred to a table showing peak parking times and peak worship times for the church. The services occur Tuesday through Friday in the early morning from 5:30 a.m. – 6:30 a.m. for approximately 25 members attending. The peak times on the weekend are on Saturday from 7:00 a.m. – 9:00 a.m. with various activities occurring on property and services on Sunday at 9:00 a.m. and 11:00 a.m. with a service at 9:30 a.m. for the English ministry. Mr. Silva noted the peak hours of the church were completely opposite of the normal business hours of the office space so they would not have a lot of conflict with the parking.

Mr. Ho Sang Lee stated he had 24 years of experience as an architect. He worked with the Village in 2004 as the architect for the First Korean United Methodist Church on Hintz Road and in 2005 as the architect at Northfield Presbyterian Church. The proposed site is located in a light industrial and office district and is 5.365 acres. There are four existing 1-story, individual brick building structures in good condition. The buildings are fully equipped with fire sprinkler systems. There are ample parking spaces on the site for a total of 215 spaces. Mr. Lee confirmed the parking will be more than adequate. The egress and ingress to the site is from Capitol Drive to the south of the property. There are existing light poles throughout the site, an irrigation system and well maintained landscaping with the correct numbers of plantings throughout the site. The service road looping the site circles the backs of the building to the north. The storm detention area is to the southwest corner of the property. He confirmed there are no exterior modifications.

Mr. Lee stated that the church program calls for 100% of Building A (15,700 square feet) and 28% of Building B (4,300 square feet). Building A has the main sanctuary with 238 seats along with a fellowship area, church offices, pastor's offices, choir practice area and meeting rooms. Building B includes children Sunday school, classrooms, small library and offices. He explained it was a very simple conversion project with limited demolition of interior walls.

Chairman Ruffatto asked for comments from the audience.

From the audience, Mr. So Kim, 660 Prospect Lane, Wheeling and son of Pastor Kim was sworn in. Mr. Kim mentioned that his father's church model has always been about having its roots within the community. His father inspired him to go on mission trips and help struggling young students with English, finance and mathematics. He explained that he has always wanted to give back to the community but found it increasingly difficult to do at the Winnetka location because all the students would leave within a matter of weeks. He found the reason was because it was difficult to find a place to meet since the landlord of the church would always deny their requests to meet at the church. The second reason was because the students didn't feel their time and effort was worth investing in the church since they didn't have their own building.

From the audience, Mr. John Park, 759 Riverwalk Drive, Wheeling was sworn in. Mr. Park explained he was in favor of the church since he lives in Wheeling and would be a more convenient

location to attend church.

Ms. Jae Choi Kim, Attorney, 4001 W. Devon Avenue, Suite 507, Chicago was sworn in. She stated that she did not live in Wheeling but headed the project and wanted to express that regardless of what happens she was grateful for the Village of Wheeling. She mentioned that her experience with the Village was very professional and competence provided by Ms. Jones. She thanked Ms. Jones and referred to her conversation with Drew Garcia and mentioned they had been so accommodating and helpful in understanding the process. She felt it was a community they could belong to.

Commissioner Johnson questioned how the trash was handled in the complex. Mr. Silva explained the dumpster was located in the loading dock on the rear access road and was not visible from the roadway or neighbor. The petitioner would like to continue to utilize this area.

Commissioner Zangara referred to the green space on the site and asked if they planned to use it. Pastor Chung confirmed they had been forced to hold outdoor worship services in a nearby park. Commissioner Zangara felt there might be an opportunity to utilize the green space.

Commissioner Zangara referred to Staff's comments regarding requiring bike parking for 10. He was familiar with the location and times of services and didn't think people would be riding their bicycles to the church. He felt in this instance, he didn't think a bike rack would be a requirement that he would pursue. He suggested taking a poll. Ms. Jones explained the Commission could elect to allow them to have no bicycle parking or less than the required 10.

Commissioner Zangara felt it was a great opportunity for the church.

Commissioner Powers felt the presentation was excellent and he appreciated the thoroughness.

Commissioner Powers referred to the condition of the loading dock in the back. He mentioned there was rust running down it and the railings/doors were rusted. He felt the loading dock area needed some work.

Commissioner Powers referred to a white slatted fence on the northwest side of the rear access road. He mentioned there were some weeds between the fence and curb that were encroaching into the rear drive. He questioned who owned the area. Mr. Silva confirmed the fence was located on the auto property. He agreed to check the survey to see the exact location of the weeds. He agreed to clean up the weeds on their side of the fence.

Commissioner Powers referred to the west drive and mentioned it needed to be repaired. He questioned if they planned on resurfacing it. Ms. Jones felt it would be considered part of the rear access drive improvements. Mr. Silva agreed.

Commissioner Powers felt the parking lot in front of building A and to the west side of D needed to be sealcoated and striped. Mr. Silva agreed to restripe.

Commissioner Powers was in favor of the use.

Commissioner Dorband felt the hours of services would not conflict with most of the office hours.

In reply to Commissioner Dorband's question, Mr. Silva confirmed they were planning to keep the leased out areas. He confirmed the current leases were long-term leases.

Commissioner Dorband referred to the Engineering Comments. Ms. Jones believed the petitioner was in agreement with the memo from the Engineering Division. She confirmed it would be part of the conditions.

Commissioner Dorband referred to the handicapped parking signs, the poor condition of the rear access drive and the comments from the Fire Department. Ms. Silva agreed to the conditions.

Commissioner Dorband felt it would be a wonderful use of the space.

Commissioner Issakoo felt it was a great use and thanked the petitioner for the thorough presentation.

Commissioner Issakoo asked Staff if the lighting and landscaping were OK. Ms. Jones explained the lighting was in conformance with the Zoning Code when the building was constructed so she assumed it was still adequate today. The petitioner had provided a landscape plan that showed the existing landscaping.

In response to Commissioner Issakoo's question, Ms. Jones reported that staff reviews maintenance issues at time of business licensing so if the Commission would exclude them in the comments more than likely it would be addressed before the tenant moved in.

From the audience, Ms. Jae Choi Kim asked the location for the striping. Ms. Jones explained it was in front of Buildings A and B. Ms. Kim explained there had been issues with the rear drive with the previous owner. The property was purchased as a foreclosed property so no one has maintained it for three years. They knew it would be a cost and promised they would take care of it.

Commissioner Blinova had no comments.

Chairman Ruffatto questioned the location of the trash cans. Mr. Silva explained they were located in front of the loading docks. Chairman Ruffatto questioned the location of the trash containers for buildings C and D. Mr. Silva confirmed it was also located in the back.

Chairman Ruffatto mentioned there was not a lot of color in the existing landscaping and was bare in the winter. He would like to see more color and suggested adding annuals and perennials. He does not want to hold up the docket but wants to see a plan with more color in the landscaping. Mr. Silva agreed to work with Staff on it. The entire Commission was in agreement.

In reply to Chairman Ruffatto's question, Mr. Silva stated the other businesses on the property include National Lewis University (Building D), Snap Diagnostics (Building B) and Rehab Institute

of Chicago and the Learning Tree (Building C).

Chairman Ruffatto took a poll regarding requiring a bike rack.

Commissioner Johnson –In favor for a couple of bikes
Commissioner Powers – In favor
Commissioner Dorband – In favor for a couple of bikes
Commissioner Issakoo – In favor for a few spaces
Commissioner Zangara – not in favor

Chairman Ruffatto suggested reducing the number of spaces to five. He felt it was important to continue the trend of biking in the community. Commissioner Zangara suggested putting the rack in a location that was centrally located within the entire site. Mr. Silva was in agreement.

Chairman Ruffatto requested cleaning up and painting the loading dock areas. Ms. Jones asked for clarification on what would be painted. Commissioner Powers expressed concern about the rust color on the walls. Ms. Jones explained it might not be something that was typically painted. Commissioner Zangara suggested power washing. Ms. Kim promised that the church would work with Ms. Jones to determine the cost and clean it.

Chairman Ruffatto questioned if there would be weddings held at the church or any other large gatherings. He questioned if there would ever be a need for additional parking. Pastor Kim confirmed there were not many major events and they would not need any additional parking.

Commissioner Johnson questioned if the petitioner would return with signage. Mr. Lee confirmed they were working on it. Commissioner Johnson suggested tying it into their landscape plan.

Commissioner Johnson moved, seconded by Commissioner Dorband to recommend approval of Docket No. 2016-18 granting Special Use-Site Plan Approval as required under Chapter 19-07 Industrial Districts, Chapter 19-10 Use Regulations, Chapter 19-12 Site Plan Approval Requirements, in order to allow religious assembly at the existing developed property in the I-1 Light Industrial and Office District at 5110-6360 Capitol Drive, Wheeling, Illinois, in accordance with the following plans, submitted by Promise and Fulfillment Community Church on August 1, 2016:

- Project summary (21 pages);
- Aerial photo of site;
- Existing site/landscape plan;
- Demolition floor plan of Building A;
- Proposed floor plan of Building A;
- Demolition floor plan of Building B;
- Proposed floor plan of Building B;
- Photos of existing site lighting; and
- Photos of existing landscaping.

And with the following conditions:

1. The parking lot requires improvements including, at minimum, repaving of the rear access road. Storm sewers are also sinking. An engineering evaluation is required to determine the condition of the storm sewer structures. Repairs to the structures may be required based upon the evaluation. This work shall be complete prior to occupancy;
2. Within 120 days of special use approval, the petitioner shall return to the PC for minor site plan and appearance approval of a landscape plan that includes additional plantings;
3. The west parking lot shall be resealed and restriped;
4. The site shall include bicycle parking (centrally located) for 5; and
5. The petitioner shall work with staff to clean-up rear loading docks.

On the roll call, the vote was as follows:

AYES:	Commissioners Dorband, Issakoo, Johnson, Powers, Ruffatto, Zangara
NAYS:	None
ABSENT:	None
PRESENT:	None
ABSTAIN:	Commissioner Blinova

There being six affirmative votes, the motion was approved.

Commissioner Powers moved, seconded by Commissioner Dorband to close Docket No. 2016-18. The motion was approved by a voice vote.

Respectfully submitted,

_____

Jim Ruffatto, Chairman
Wheeling Plan Commission/
Sign Code Board of Appeals

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